



**CITY OF MARSHALL
City Council Meeting
A g e n d a**

**Tuesday, March 23, 2021 at 5:30 PM
Minnesota Emergency Response and Industrial
Training (MERIT) Center, 1001 Erie Road**

NOTICE: Pursuant to Minnesota State Statute 13D.021

Some or all members of the City Council may participate by telephone or other electronic means. Regular attendance and meeting location are not feasible due to the Coronavirus Disease (COVID-19) pandemic.

OPENING ITEMS

1. Call to Order/Pledge of Allegiance

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider approval of the minutes of the regular meeting held on March 9, 2021.

PUBLIC HEARING

3. Consider Resolution Approving a Street Reconstruction Plan and Giving Preliminary Approval to the Issuance of Street Reconstruction Bonds.
4. Consider Resolution Approving Property Tax Abatement to Finance Certain Public Improvements in the City.
5. Consider Resolution Adopting a Five-Year Capital Improvement Plan and Authorizing the Issuance of Bonds Thereunder.

AWARD OF BIDS

6. Consider Award of Proposal for Wastewater Biosolids Storage Tanks Resealing Project.
7. Consider Award of Proposal for Wastewater Sanitary Manhole Sealing and Relining Project.

CONSENT AGENDA

8. Consider approval of the 2021-22 annual Refuse Haulers Licenses.
9. Consider LG220 Application for Exempt Permit for the Lyon County Pheasants Forever.
10. Consider approval of a Temporary On-Sale Intoxicating Liquor License for Lyon County Pheasants Forever.
11. Consider authorization to declare a vehicle as surplus property for the City of Marshall.
12. Approve Change Order-City Hall Project.
13. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

14. Independence Park Bike Trail Project - Approve Resolution of Support to Apply for Minnesota DNR Outdoor Recreation Grant.
15. Consider approval of a resolution establishing a Fire escrow account.
16. Consider expiration of the COVID-19 Temporary Employee Leave Policies.
17. Consider Entering into Agreement for City of Marshall 2021 Comprehensive Plan.
18. Consider Agreement for the Transfer of Airport Federal Entitlement Funds and Authorize Execution and Filing of FAA Form 5100-110.
19. Approve Members of the City's Sesquicentennial Committee.

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.

COUNCIL REPORTS

- [20.](#) Commission/Board Liaison Reports
- 21. Councilmember Individual Items

STAFF REPORTS

- 22. City Administrator
- 23. Director of Public Works
- 24. City Attorney

INFORMATION ONLY

- [25.](#) Information Only

MEETINGS

- [26.](#) Upcoming Meetings

ADJOURN

RULES OF CONDUCT

- You may follow the meeting online – www.ci.marshall.mn.us.
- Public Hearing – the general public shall have the opportunity to address the Council.
 - Approach the front podium
 - State you name, address and interest on the subject
- Mayor may choose to allow others to address the Council during other agenda items. Persons who desire to speak should do so only after being recognized by the Mayor.
 - Approach the front podium
 - State you name, address and interest on the subject
- Persons in attendance at the meeting should refrain from loud discussions among themselves, clapping, whistling or any other actions. Our values include mutual respect and civility for all in attendance.
- If you have questions during the Council meeting please see Kyle Box, City Clerk who sits in the front left area of the audience sitting area.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 23, 2021
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the regular meeting held on March 9, 2021.
Background Information:	Enclosed are the minutes of the regular meeting held on March 9, 2021.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	that the minutes of the regular meeting held on March 9, 2021 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, March 09, 2021**

The regular meeting of the Common Council of the City of Marshall was held March 9, 2021, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. 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, Steve Meister, Don Edblom, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Director; Jim Marshall, Director of Public Safety; Preston Stensrud, Parks Superintendent and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

Consider approval of the minutes of a work session and regular meeting held on February 23, 2021.

Motion made by Councilmember Meister, Seconded by Councilmember Edblom that the minutes of a work session and regular meeting held on February 23, 2021 be approved as filed with each member and that the reading of the same be waived Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.

On February 23, 2021 a public hearing was called for and to be held on March 9 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The property is located at 1203 Windstar Road with an estimated market value of \$835,600 with the difference of improvement being \$775,600. The approximate amount of assistance is \$5,776 a year or \$11,552 over a maximum period of 2 years.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Motion made by Councilmember Lozinski, Seconded by Councilmember Labat To approve Resolution Number 21-019, a resolution approving home property tax abatement Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Award of Bids for Construction of Restroom Facility and Picnic Pavilion at Patriot Park

As part of making our parks more accessible and user friendly the City started replacing outdated restroom facilities in 2018. Justice Park, Liberty Park, and Freedom Park have been completed.

The construction of a Restroom Facility and Picnic Pavilion at Patriot Park is the next proposed project. This project will be new construction, not replacement.

On February 17, 2021 two bids from local contractors were received, a third bid was solicited but not submitted due to work schedule. Bladholm Construction of Marshall, MN submitted the low bid of \$188,886.00 and is recommended for approval. Start date for construction would be in April with a proposed finish date of July 1, 2021.

As part of the construction process the City will need to provide sewer and water line connections to the site. Boring and open cut installation were both considered with boring being the most economical route for installation. D&G Excavating, Inc. of Marshall, MN has submitted an estimate for the installation of these lines in the amount of \$19,685.00.

The City will also need to get power brought into the proposed area. MMU will do this installation with the City paying for the materials estimated at \$1,000.00. Net cost of this restroom facility and picnic pavilion is \$209,571.00 including construction and utility line installations.

\$215,000.00 was budgeted in the 2021 Parks Department CIP for this project. \$209,571.00 is included in the 2021 Parks CIP for this project.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski s: Award bid for Construction of Restroom Facility and Picnic Pavilion at Patriot Park to Bladholm Construction in the amount of \$188,886.00 and authorize D&G Excavating, Inc. to move forward with installation of sewer and water lines in the amount of \$19,685.00 at Patriot Park. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Project Z50-2021: Chip Sealing on Various City Streets - Consider Resolution Accepting Bid (Award Contract).

Bids were received on March 5, 2021 for the above-referenced project. Five bids were received as shown on the resolution awarding contract. The apparent low bid was received from Asphalt Preservation Company Inc. of Detroit Lakes, Minnesota, in the amount of \$122,134.12. The engineer's estimate for the bituminous chip sealing project is approximately \$138,700. The 2021 budget includes \$140,000 for this work.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council adopt RESOLUTION NUMBER 21-020, which is the "Resolution Accepting Bid (Award Contract)" for Project Z50-2021: Bituminous Chip Sealing on Various City Streets to Asphalt Preservation Company Inc. of Detroit Lakes, Minnesota, in the amount of \$122,134.12, with a not-to-exceed expenditure of \$140,000. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Approval of the Consent Agenda.

Councilmember Lozinski ask for agenda item number 7, Consider approval of the sale of alcoholic beverages at the Red Baron Arena in coordination with the Fairbanks Ice Dogs Hockey games to be removed for further discussion.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom,

Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Approval of a Temporary On-Sale Intoxicating Liquor Licenses for the Convention and Visitors Bureau.

Approval of the Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 20 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0263289 to Bolton & Menk, Inc.

Project Z78: Storm Structure Outfall Improvements Project - Approval of Plans and Specifications and Ordering Advertisement for Bids.

Project Z80: TH23 / Independence Park Sewer Realignment Project - Approval of Plans and Specifications and Order Advertisement for Bids.

Approval to declare vehicles as surplus property for the Marshall Police Department.

Acceptance of a Hazardous Materials Emergency Preparedness (HMEP) Grant for the Southwest Chemical Assessment Team and to authorize the Director of Public Safety Jim Marshall to administer the grant.

Approval of the bills/project payments

Consider approval of the sale of alcoholic beverages at the Red Baron Arena in coordination with the Fairbanks Ice Dogs Hockey games.

At the January 12, 2021 City Council meeting, Visit Marshall/ Marshall CVB applied for and received approval to sell alcoholic beverages at the Red Baron Arena on January 21-23, 30-31, February 3, 19-20 and 26-27 in coordination with the Fairbanks Ice Dogs Hockey games.

At this time the Visit Marshall/Marshall CVB are asking for an amendment to that application to include additional dates in coordination with future Ice Dog Hockey games:

March 13th
March 19th
March 26th
March 27th
April 1st
April 2nd
April 3rd

The vendor supplying the alcoholic beverages is currently licensed by the city of Marshall.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer To approve the permit with amended dates for Marshall CVB/Fuzzy's Bar in coordination with the Fairbanks Ice Dogs Hockey games. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Project Z88: 2021 State Aid Overlay Project - Consider Approval of Plans and Specifications and Ordering Advertisement for Bids.

The Municipal State Aid Street (MSAS) program provides funding to assist municipalities with the construction and maintenance of community-interest streets on their state aid systems. The program is administered by MnDOT's State Aid for Local Transportation (SALT). A street may be designated as a MSAS route if it is projected to carry a relatively heavier traffic volume or is functionally classified as a collector or arterial, if it is connected points of major interest, and if it provides an integrated and coordinated highway and street system.

The City of Marshall receives an annual allotment of funds for our designated MSAS network. In calendar year 2019, we received \$794,804. In 2020, we received \$865,128. In 2021, we will receive \$787,027; the reduction is a direct result of the impacts of COVID-19 on transportation revenues. As discussed at the 2-23-2021 work session, our current account balance is "advanced" by roughly \$2,887,000.

To improve the current condition on a number of MSAS routes while also paying back our 'advances' with our annual allotment, City engineering staff is proposing to issue local bonds for this surfacing project with the intent to make bond payments with future MSAS Advances. City engineering staff has reviewed this proposal with SALT and we have their approval to execute this plan. Issuing local bonds and making bond payments with MSAS advances allows the city to slowly improve our MSAS account balance while also making improvements to our MSAS routes and not impacting our levy.

The current cost project cost estimate is \$2,303,230. No proposed general fund impact. Bonds will be issued locally but coordinated with State Aid Finance. Our MSAS account will be responsible for making the bond payments. Due to our funds already being "advanced" \$2,887,000, we will need to make "advance requests" to SALT annually. It is possible that our "advance request" will be denied. In this event, staff will need to wait until MSAS funds become available to reimburse ourselves.

Motion made by Councilmember Edblom, Seconded by Councilmember DeCramer that the Council approve the plans and specifications and authorize advertisement for bids for Project Z88: 2021 State Aid Overlay Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed.**
6-1

Consider Approval of Two-Way Left Turn Lane (TWLTL) Striping and Resolution for Signage on Lyon Street and Southview Drive.

Southview Drive Lane Adjustments:

SEH performed a traffic analysis of the roadway network around the middle school and new elementary school prior to construction of the new elementary school. To better accommodate the future traffic patterns, SEH's report recommended a two way left turn lane (TWLTL) striping configuration on Southview Drive.

Further, the City of Marshall has received a Federal grant to install Rectangular Rapid Flash Beacons (RRFB's) and pedestrian refuge islands next to various schools in Marshall. Included in the project will be Dynamic Speed Feedback signs that show a driver's speed compared to the speed limit. This project is planned for construction in 2022.

To accommodate the pedestrian refuge island and better accommodate area travel patterns, City engineering staff would like to propose a two-way left turn lane (TWLTL) striping configuration on E. Southview Drive from S. Saratoga Street to US 59/Main Street. The TWLTL fits well in this area and the existing road width can accommodate this striping pattern with some alterations to the painted on-street bikes lanes. From S.

Saratoga Street to E. Southview Court, staff is proposing to remove the on-street bike lanes and remove parking on the north side of E. Southview Drive. The new elementary school project includes 8-FT shared use path that will take the place of the painted on-street bike lanes. From E. Southview Court to US 59/Main Street, staff is proposing to remove parking from both sides of the street and to include painted on-street bike lanes.

East Lyon Street Lane Adjustments:

In 2022, the City will be completing an enhanced pedestrian crossing project on E. Lyon Street adjacent to Adobe Road to provide a safer pedestrian crossing between Independence Park and Parkside Elementary School. The project will incorporate the use of new school zone signage, radar speed signage, a rectangular rapid flashing beacon (RRFB), and a pedestrian refuge island.

To accommodate the pedestrian refuge island and better accommodate area travel patterns, City engineering staff would like to propose a two-way left turn lane (TWLTL) striping configuration on E. Lyon Street from Adobe Road to MN 23. The TWLTL fits well in this area and the existing road width can accommodate this striping pattern and the on-street bike lanes if parking is removed from both sides of E. Lyon Street through this area. Most land uses adjacent to E. Lyon Street through this area do not often utilize on-street parking. There are two residential properties west of Adobe Road that would lose parking directly in front of their homes as a result of the restriping.

These striping projects have been considered by both Public Improvement/Transportation (PI/T) Committee and Council at various points in time. The E. Southview Drive striping was reviewed by PI/T on August 5, 2020 and City Council on August 11, 2020. The E. Lyon Street striping was reviewed by PI/T on January 8, 2021 and City Council on January 26, 2021. Both PI/T Committee and City Council generally supported these changes but requested City staff to reach out to adjacent property owners to ensure that they were made aware of the upcoming changes.

Newsletters were sent to property owners along E. Lyon Street and E. Southview Drive on February 10, 2021. Limited feedback was received, with one property owner from each street reaching out with a question. On E. Lyon Street there was a question about loss of property value due to loss of parking, and on E. Southview Drive there was a question about parking availability in front of their property. Engineering staff is proposing to include traffic marking in our 2021 Municipal State Aid System (MSAS) mill & overlay project. If Council awards a 2021 MSAS Mill & Overlay project, staff will ensure that striping is included with the project. Per City Ordinance Sec. 74-26, staff has included a Council Resolution for City Council consideration in removing parking as required to accommodate the proposed TWLTL striping configurations on E. Lyon Street and E. Southview Drive.

Cost of traffic marking is proposed to be included in MSAS Mill & Overlay project. Project is to be bonded locally with annual bond payments being requested and advanced from State Aid.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer That the Council approve the two-way left turn lane striping for E. Lyon Street from approximately 325-FT west of Adobe Road to MN 23 and for E. Southview Drive from S. Saratoga Street to US 59/Main Street and that the Council adopt RESOLUTION NUMBER 21-021, which is the "Resolution Providing for Control Signage in the City of Marshall" generally described below: "No Parking" signs along Lyon Street and Southview Drive where the street is to be marked with a two-way left turn lane (TWLTL), generally described below:

1. East Lyon Street from MN 23 to a point approximately 325-FT west of Adobe Road, as measured from the center of the intersection.
2. East Southview Drive from US59/East Main Street to South Saratoga Street.

Councilmember Meister was not present for the rollcall vote.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

Mayor Byrnes provided the following nominations for the Diversity, Equity, and Inclusion Commission.

Don Robertson (05/31/23), George Taylor (05/31/22), Joyce Tofte (05/31/22), Marcy Heemeyer (05/31/23), Monica Talamantes (05/31/22)

Member Lozinski requested that future appointments be interviewed by the entire council.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer approval of appointments to the various boards, commissions, bureaus, and authorities. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. Voting Nay: Councilmember Lozinski. The motion **Passed. 6-1**

Commission/Board Liaison Reports

- | | |
|----------|--|
| Byrnes | Southwest Regional Development Commission continues to meet and approve loans for COVID 19 relief. The Commission met as part of the Transportation group to submit two grants; 1 for sidewalk/bike trail expansion that was fully funding and 2, for cost participation from MnDOT to future construction projects. |
| Schafer | No Report |
| Meister | No Report |
| Edblom | No Report |
| DeCramer | No Report |
| Labat | Library Board met to take next steps in opening the library more to the public and opening its branches in Cottonwood and Balaton. |
| Lozinski | City Hall Committee met and toured the city hall project. |

Councilmember Individual Items

Councilmember Lozinski discussed housing development looks positive for the city this year depending the availability of materials.

Councilmember Labat discussed traffic flow surrounding the Marshall Middle School.

Councilmember Schafer commented on the use and benefits of the second street sweeper purchased by the street department.

Councilmember Meister discussed the comprehensive plan review that will be brought to council in the near future. Member Meister commented that Lyon County is ahead of the game in vaccine distribution.

Councilmember Edblom discussed the review of the comprehensive plan review.

City Administrator

City Administrator discussed the review of both of the comprehensive plan, aquatic center request for proposals. City Hall Committee will meet on March 15 to review predesign of the downtown plaza. A review of the strategic plan will be presented on March 23 to the City Council. A vaccination site will be conducted by Southwest Health and Human Services held at the MERIT Center.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson committed on the street sweeper productivity. Staff have been watching and monitoring the river level and breaking up ice dams as needed.

City Attorney

No Report

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 6:49 P.M., Motion made by Councilmember Meister, Seconded by Councilmember Schafer to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Mayor

Attest:

City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 23, 2021
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Consider Resolution Approving a Street Reconstruction Plan and Giving Preliminary Approval to the Issuance of Street Reconstruction Bonds
Background Information:	<p>This public hearing is the first step in the bonding process to finance certain street reconstruction projects for 2021. There are two projects described in the Street Reconstruction Plan for 2021, which are, S 1st Street (Main Street to Marshall Street) / West Marshall, W Redwood Street and James Avenue Reconstruction & Storm Outfall Improvements.</p> <p>The overall tax levy impact for these two projects is an estimated 236,465 (principal), which will be spread out over 10 years (annual principal amount of 23,646.50).</p> <p>This Street Reconstruction Plan must be approved by a vote of a two-thirds majority of the members of the City Council present at the meeting.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	<p>Recommendation #1- To Close the Public Hearing</p> <p>Recommendation #2- To Approve Resolution Number, a Resolution Approving a Street Reconstruction Plan and Giving Preliminary Approval to the Issuance of Street Reconstruction Bonds</p>

CITY OF MARSHALL, MINNESOTA

RESOLUTION NUMBER 21-022

RESOLUTION APPROVING A STREET RECONSTRUCTION PLAN AND GIVING PRELIMINARY APPROVAL TO THE ISSUANCE OF STREET RECONSTRUCTION BONDS

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

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the “Act”), to prepare a plan for reconstruction of streets in the City over the next five years, which includes a description of the street reconstruction to be financed, the estimated costs, and any planned reconstruction of other streets in the City over the next five years. Pursuant to the Act, the City may issue general obligation bonds to finance the cost of street reconstruction activities described in such plan.

1.02. Before the approval of the plan and the issuance of any general obligation bonds under the Act, the City is required to hold a public hearing on the plan and issuance of the bonds.

1.03. Pursuant to the Act, the City has caused to be prepared a five-year street reconstruction plan, entitled *Five-Year Street Reconstruction Plan for the City of Marshall, Minnesota* (the “Plan”), which describes expected street reconstruction activities in the City for the years 2021 through 2025.

1.04. The City has determined that it is in its best interests to give preliminary approval to the issuance and sale of street reconstruction bonds pursuant to the Act in the maximum principal amount of \$2,000,000 (the “Street Reconstruction Bonds”), to finance a portion of the costs described in the Plan, including the N 1st Street/W Marshall/W Redwood Reconstruction, and James Ave Reconstruction & Storm Outfall Improvement.

1.05. On this date, the City Council held a public hearing on the Plan and the issuance of the Street Reconstruction Bonds, after publication of a notice of public hearing in the City’s official newspaper at least 10 days but no more than 28 days before the date of the public hearing.

Section 2. Plan Approved.

2.01. The City Council finds that the Plan will improve the City’s street system, which serves the interests of the City as a whole.

2.02. The Plan is approved in the form on file in City Hall.

Section 3. Bonds Authorized.

3.01. The City hereby gives preliminary approval to the issuance of Bonds in the maximum principal amount of \$2,000,000, in order to finance street reconstruction activities described in the Plan and costs of issuance of the Street Reconstruction Bonds, subject to further details regarding the sale of the Street Reconstruction Bonds to be set forth in a resolution to be considered by the City Council at a subsequent meeting.

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

3.03. City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

Approved this March 23, 2021 by the City Council of the City of Marshall, Minnesota.

CITY OF MARSHALL, MINNESOTA

Mayor

Attest:

City Clerk

RESOLUTION NO. _____
SECOND SERIES

The attached resolution was adopted by the City Council of the City of Marshall on March 23, 2021.

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

CITY OF MARSHALL CITY COUNCIL MEMBERS	Yes	No	Other
Robert J. Byrnes, Mayor	_____	_____	_____
Don Edblom (Ward I)	_____	_____	_____
John DeCramer (Ward I)	_____	_____	_____
Russ Labat (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

Secretary to the Council



MARSHALL

CULTIVATING THE BEST IN US

Five-Year Street Reconstruction Plan for the
City of Marshall, Minnesota
2021 through 2025

Dated March 23, 2021

City of Marshall

Five-Year Street Reconstruction Plan

2021 through 2025

PURPOSE

Street reconstruction is a major expenditure of city funds for street reconstruction or bituminous overlays. Street reconstruction and bituminous overlays may include utility replacement and relocation and other activities incidental to street reconstruction, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and the local share of state and county road projects, street reconstruction and bituminous overlays does not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed. A street reconstruction plan (“SRP”) is a document designed to anticipate street reconstruction expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method possible. An SRP helps enable the matching of expenditures with anticipated income. As potential expenditures are reviewed, the city considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Marshall, Minnesota (the “City”) believes the street reconstruction process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical public assets, preservation of public assets and sound fiscal management. Good planning is essential for the wise and prudent use of limited financial resources.

The SRP is designed to be updated periodically. The Street Reconstruction Plan is a part of the City’s capital improvement plan. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

THE STREET RECONSTRUCTION PLANNING PROCESS

For the City to use its authority to finance expenditures under Minnesota Statutes, Section 475.58, Subdivision 3b, it must meet the requirements provided therein. The street reconstruction planning process is as follows:

The City staff prepares an SRP reflecting the street reconstruction projects anticipated to be undertaken within the next five years (based on their priority, fiscal impact, and available funding) and the estimated costs thereof. If general obligation bonding is deemed necessary, the City works with its financial advisor to prepare a bond sale and repayment schedule. A public hearing is held to solicit input from citizens on the SRP and the issuance of bonds. Notice of such hearing must be published in the official newspaper of the City at least 10,

but not more than 28 days prior to the date of the public hearing. The City Council must approve the SRP and the sale of street reconstruction bonds by a vote of a two-thirds majority those members present at the meeting following the public hearing.

Voters may petition for requesting a vote (also known as a reverse referendum) on the issuance of street reconstruction bonds. If a petition bearing the signatures of voters equal to at least 5% of the votes cast in the last municipal general election requesting a vote on the issuance of street reconstruction bonds is received by the City Clerk within 30 days after the public hearing, the City may only issue general obligation street reconstruction bonds after approval by voters at an election. If no such petition is submitted, general obligation street reconstruction bonds may be issued without an election.

In subsequent years, the process is repeated annually or as expenditures are completed and new needs arise.

I. PROJECT SUMMARY AND FINANCING

Street reconstruction projects anticipated to be undertaken within the next five years and the estimated costs thereof are set forth in Appendix A. Those for which street reconstruction bonds are anticipated to be issued are marked with an asterisk in Appendix A and are currently anticipated to include the following:

2021 Street Reconstruction Bond Financed Expenditures – general obligation street reconstruction bonds are proposed to be issued in 2021 in an aggregate principal amount not to exceed \$2,000,000 for the North 1st Street/West Marshall Street/West Redwood Street Reconstruction Project and James Avenue/Storm Outfall Improvement Street Reconstruction Project. Such bonds will be combined with other financing tools, including general obligation improvement bonds, to finance other capital improvements in the City.

Street reconstruction bonds are included in the amount of indebtedness of the City which cannot, under Minnesota Statutes, Section 475.53, exceed 3% of the assessor’s taxable market value for the City (“TMV”). The proposed bonds will not exceed statutory limits.

All other foreseeable capital expenditures are expected to be financed through other revenue or financing sources.

APPENDIX A

<i>2021 - 2025</i>		
<i>YEAR</i>	<i>PROJECT DESCRIPTION</i>	<i>TOTAL ESTIMATE</i>
<i>2021</i>	<i>James Avenue Reconstruction & Storm Outfall Improvements *</i>	<i>\$1,074,151</i>
<i>2021</i>	<i>North 1st Street (Main Street to Marshall Street) / West Marshall, W Redwood *</i>	<i>\$1,986,010</i>
<i>2021</i>	<i>Independence Park/Nwakama Sanitary Re-Route and Storm Culvert Replacement</i>	<i>\$100,000</i>
<i>2021</i>	<i>Madrid Street Bridge Rail Repair</i>	<i>\$50,000</i>
<i>2021</i>	<i>State Aid Overlay</i>	<i>\$875,000</i>
<i>2021</i>	<i>Legion Field Park River Stabilization Project (Bike Trail and Shelter Areas)</i>	<i>\$100,000</i>
<i>2021</i>	<i>2021 Street Mill & Overlays and ADA Improvements</i>	<i>\$675,000</i>
<i>2021</i>	<i>Z78: Storm Water Outfall Improvements</i>	<i>\$87,757</i>
<i>2021</i>	<i>Diversion Channel Slope Repairs and Sheet Pile Removal</i>	<i>\$155,000</i>
<i>2022</i>	<i>W Lyon St (College to N 5th St) / N 3rd St Reconstruction (W Redwood to Main) including Rose and Addison Parking Lot Reconstruction</i>	<i>\$2,662,413</i>
<i>2022</i>	<i>Industrial Park Replacement Project-Phase III (Halbur Road)</i>	<i>\$1,510,329</i>
<i>2022</i>	<i>S. 4th/Country Club Intersection Reconfiguration</i>	<i>\$750,000</i>
<i>2022</i>	<i>SRTS RRFB and Flashing Beacon/Radar-Indicated Speed Sign Project</i>	<i>\$424,760</i>
<i>2022</i>	<i>2022 Street Mill & Overlays and ADA Improvements</i>	<i>\$725,000</i>
<i>2022</i>	<i>State Aid Overlay</i>	<i>\$875,000</i>
<i>2022</i>	<i>River Channel Excavation</i>	<i>\$400,000</i>

2023	<i>Bruce Street Reconstruction (Charles to Willow)</i>	\$1,513,808
2023	<i>Williams St/George St (1st to Williams)/1st St/Greeley Reconstruction</i>	\$3,100,335
2023	<i>Legion Field Road Stormwater Study: Phase 2-Parkway Filtration Basin</i>	\$583,333
2023	<i>Tiger Drive Project</i>	\$307,834
2023	<i>2023 Street Mill & Overlays and ADA Improvements</i>	\$775,000
2024	<i>Cheryl Avenue Reconstruction Project - Eatros Addition Phase 1</i>	\$1,627,638
2024	<i>Runnings Pond</i>	\$506,479
2024	<i>Bladholm Street River Stabilization Project</i>	\$319,000
2024	<i>North High Street River Stabilization Project</i>	\$319,000
2024	<i>2024 Street Mill & Overlays and ADA Improvements</i>	\$825,000
2025	<i>S Hill St/Charles Ave Reconstruction - Liberty Park/Morningside Heights Phase 1</i>	\$2,098,165
2025	<i>MnDOT College Drive Reconstruction - City Cost Participation</i>	\$3,800,000
2025	<i>Legion Field Road Stormwater Study: Phase 3-Legion Field Basin</i>	\$784,666
2025	<i>2025 Street Mill & Overlays and ADA Improvements</i>	\$875,000
2025	<i>USACE Betterments</i>	\$175,000

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Consider Resolution Approving Property Tax Abatement to Finance Certain Public Improvements in the City
Background Information:	<p>On Tuesday, March 9, 2021 the Council awarded a bid for Construction of a Restroom Facility and Picnic Pavilion at Patriot Park to Bladholm Construction in the amount of \$188,886.00 and authorized D&G Excavating, Inc. to move forward with installation of sewer and water lines in the amount of \$19,685.00 at Patriot Park.</p> <p>This public hearing is the first step to ensure funding for the Patriot Park Bathroom Project. An Abatement Bond is the funding mechanism that Minnesota State Statutes, Sections 469.1812 through 469.1815 allow the City to utilize.</p> <p>Tax Levy impact for this project will be roughly 26,071 (principal only) for tax years 2022-2029 for a total of \$208,571 (not including bonding costs).</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	<p>Recommendation #1- To Close the Public Hearing</p> <p>Recommendation #2- To Approve Resolution Number, a Resolution Approving Property Tax Abatement to Finance Certain Public Improvements in the City</p>

CITY OF MARSHALL, MINNESOTA

**RESOLUTION NO. _____
SECOND SERIES**

**RESOLUTION APPROVING PROPERTY TAX ABATEMENT TO
FINANCE CERTAIN PUBLIC IMPROVEMENTS IN THE CITY**

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

1. Recitals.

(a) The City has contemplated granting a property tax abatement in order to help finance certain public improvements, including the construction of a restroom at Patriot Park in the City (the “Project”), which will benefit certain property in the City, all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the “Act”).

(b) Pursuant to Section 469.1813, subdivision 1 of the Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel of property to pay for all or part of the cost of acquisition or construction of public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated.

(c) The City has parcels located in the City, identified in EXHIBIT A hereto (the “Abatement Property”), which will be benefitted by the Project and from which the City proposes to abate a portion of the City’s share of taxes to help finance the Project, subject to all the terms and conditions of this resolution.

(d) The City intends to issue one or more series of general obligation bonds, a portion of which will be designated as tax abatement bonds in the aggregate principal amount not to exceed \$275,000 and will be issued to pay the costs of the Project pursuant to the Act and are expected to be paid primarily through the collection of abatement revenues (as described herein).

(e) On the date hereof, the City Council held a public hearing on the question of the Abatement at which the views of all interested persons were heard, and said hearing was preceded by a notice of public hearing published in a newspaper of general circulation in the City more than ten days but less than 30 days before the hearing.

(f) The term “Abatement” means the City’s share of the real property taxes generated from the improvements on the Abatement Property, as described in Section 3 of this resolution.

2. Findings for the Abatement. The City Council hereby makes the following findings:

(a) The Council expects the benefits to the City of the Abatement to at least equal the costs to the City thereof.

(b) Granting the Abatement is in the public interest because it will help finance the Project, which is necessary to provide certain public facilities in the City, help provide access to services and additional recreation options for residents of the City, help provide an amenity in the City which will help attract and retain citizens and help increase or preserve tax base by stimulating development and maintaining values in the area.

(c) The Property is not located in a tax increment financing district.

(d) In any year, the total amount of property taxes abated by the City under Section 469.1813 of the Act does not exceed the greater of 10% of the net tax capacity of the City for the taxes payable year to which the abatement applies, or \$200,000.

3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) The Abatement shall be for a maximum of eight (8) years and shall apply to the taxes payable in the years 2022 through 2030, inclusive.

(b) The City will abate the City's share of property tax amount which the City receives from the Property, in an amount not to exceed \$275,000.

(c) The maximum amount of Abatement authorized under this resolution is \$275,000. The maximum principal amount of bonds to be secured by Abatement under this resolution will not exceed the estimated sum of Abatement from the Property for the term authorized under this resolution.

(d) The Abatement shall be subject to all the terms and limitations of the Act.

Approved this March 23, 2021 by the City Council of the City of Marshall, Minnesota.

CITY OF MARSHALL, MINNESOTA

Mayor

Attest:

City Clerk

Exhibit A

Parcel ID Numbers for the “Property”

27-148011-0 27-148017-0 27-148023-0 27-144014-0 27-144008-0
27-148012-0 27-148018-0 27-148024-0 27-144013-0 27-144007-0
27-148013-0 27-148019-0 27-148025-0 27-144012-0 27-144020-0
27-148014-0 27-148020-0 27-144017-0 27-144011-0 27-144021-0
27-148015-0 27-148021-0 27-144016-0 27-144010-0 27-144022-0
27-148016-0 27-148022-0 27-144015-0 27-144009-0 27-144023-0

<u>27-148011-0</u>	<u>27-148019-0</u>	<u>27-144014-0</u>	<u>27-144010-0</u>	<u>27-144020-0</u>
<u>27-148012-0</u>	<u>27-148024-0</u>	<u>27-144013-0</u>	<u>27-144009-0</u>	<u>27-144021-0</u>
<u>27-148013-0</u>	<u>27-144017-0</u>	<u>27-144012-0</u>	<u>27-144008-0</u>	<u>27-144022-0</u>
<u>27-148014-0</u>	<u>27-144016-0</u>	<u>27-144011-0</u>	<u>27-144007-0</u>	<u>27-144023-0</u>
<u>27-148018-0</u>	<u>27-144015-0</u>			



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 23, 2021
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Consider Resolution Adopting a Five-Year Capital Improvement Plan and Authorizing the Issuance of Bonds Thereunder
Background Information:	<p>On Tuesday, February 23, 2021 the Council awarded a bid for the Fire Hall Roof Replacement to Gag Sheet Metal, INC. in the base amount of \$108,300.</p> <p>Tax Levy impact for this project will be roughly 13,537 (principal only) for tax years 2022-2029 for a total of \$108,300 (not including bonding costs).</p> <p>The Resolution must be approved by a vote of at least two-thirds of the members of the City Council (regardless of how many are present).</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	<p>Recommendation #1- To Close the Public Hearing</p> <p>Recommendation #2- To Approve Resolution Number, a Resolution Adopting a Five-Year Capital Improvement Plan and Authorizing the Issuance of Bonds Thereunder</p>

CITY OF MARSHALL, MINNESOTA

RESOLUTION NUMBER 21-024

**ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PLAN AND
AUTHORIZING THE ISSUANCE OF BONDS THEREUNDER**

BE IT RESOLVED by the City Council (the “Council”) of the City of Marshall, Minnesota (the “City”), in regular meeting assembled:

Section 1. Recitals.

1.01. Pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.521 (the “CIP Act”), cities are authorized to adopt a capital improvement plan and carry out programs for the financing of capital improvements.

1.02. The City has caused to be prepared a five-year capital improvement plan for the years 2021 through 2025, setting forth the estimated schedule, timing, and details of specific capital improvements by year, together with the estimated cost, the need for the improvements, and sources of revenue to pay for the improvements (the “Capital Improvement Plan”).

1.03. On the date hereof, the Council conducted a duly noticed public hearing regarding adoption of the Capital Improvement Plan pursuant to the requirements of the CIP Act and the issuance of general obligation bonds thereunder in the proposed aggregate principal amount of \$250,000 (the “CIP Bonds”), in order to finance certain capital improvements identified in the Capital Improvement Plan, including for the purpose of a city hall, library, public safety facility, and public works facility, after publication in the City’s official newspaper or a newspaper of general circulation in the City of a notice of public hearing at least fourteen (14) days but no more than twenty-eight (28) days before the date of the hearing.

1.04. In considering the Capital Improvement Plan, the Council has considered for each project and for the overall Capital Improvement Plan:

1. the condition of the City’s existing infrastructure, including the projected need for repair and replacement;
2. the likely demand for the improvement;
3. the estimated cost of the improvement;
4. the available public resources;
5. the level of overlapping debt in the City;
6. the relative benefits and costs of alternative uses of the funds;
7. operating costs of the proposed improvements; and
8. alternatives for providing services more efficiently through shared facilities with other local government units.

Section 2. Findings.

1. The Capital Improvement Plan is hereby approved.
2. City staff are hereby authorized to do all other things and take all other actions as may be necessary or appropriate to carry out the Capital Improvement Plan in accordance with any applicable laws and regulations.

3. The City gives approval to the issuance of the CIP Bonds in 2021 in the maximum aggregate principal amount of \$250,000, provided that if a petition requesting a vote on the issuance of the CIP Bonds, signed by voters equal to five (5) percent of the votes cast in the City in the last general election, is filed with City Clerk within 30 days after the date of the public hearing, the City may issue the CIP Bonds only after obtaining the approval of a majority of voters voting on the question of issuing the CIP Bonds at an election.

Passed and adopted this March 23, 2021.

CITY OF MARSHALL, MINNESOTA

Mayor

Attest:

City Clerk

RESOLUTION NO. _____
SECOND SERIES

The attached resolution was adopted by the City Council of the City of Marshall on March 23, 2021.

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

CITY OF MARSHALL CITY COUNCIL MEMBERS	Yes	No	Other
Robert J. Byrnes, Mayor	_____	_____	_____
Don Edblom (Ward I)	_____	_____	_____
John DeCramer (Ward I)	_____	_____	_____
Russ Labat (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

Secretary to the Council



MARSHALL

CULTIVATING THE BEST IN US

Capital Improvement Plan for the
City of Marshall, Minnesota
2021 through 2025

Dated March 23, 2021

City of Marshall, Minnesota
CAPITAL IMPROVEMENT PLAN
2021 - 2025

I. INTRODUCTION

In 2003, the Minnesota State Legislature adopted a statute that generally exempts municipal bonds issued under a capital improvement program from the referendum requirements usually required for city halls, public works, and public safety facilities. The 2005 Legislature added towns to the meaning of a municipality and town halls and libraries to the meaning of a capital improvement.

II. PURPOSE

A capital improvement is a major expenditure of municipal funds for the acquisition or betterment of public lands, buildings, or other improvements used as a city hall, town hall, library, public safety or public works facility, which has a useful life of 5 years or more. For the purposes of Minnesota Statutes, Section 475.521, as amended (the “CIP Act”), capital improvements do not include light rail transit or related activities, parks, road/bridges, administrative buildings other than a city or town hall, or land for those facilities. However, this plan includes certain additional capital improvements beyond the scope of that statute. A capital improvement plan (“CIP” or “Capital Improvement Plan”) is a document designed to anticipate capital improvement expenditures and schedule them over a period so that they may be purchased in the most efficient and cost-effective method possible. A CIP allows the matching of expenditures with anticipated revenue. As potential expenditures are reviewed, the municipality considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Marshall, Minnesota (the “City”) believes the capital improvement process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical public assets, preservation of public assets and sound fiscal management.

The Capital Improvement Plan is designed to be amended annually. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

III. THE CAPITAL IMPROVEMENT PLANNING PROCESS

The capital improvement planning process is as follows: the City Council authorizes the preparation of the Capital Improvement Plan. The City staff assembles the capital expenditures to be undertaken within the next five years. The City Council then reviews the expenditures according to their priority, fiscal impact, and available funding. From this information, a preliminary CIP is prepared and approved.

If general obligation bonding is necessary, the City works with its financial advisor and bond attorney to prepare a bond sale and repayment schedule. Over the life of the CIP, once the funding, including proceeds from the bond sales becomes available, the individual capital expenditures can be made.

In subsequent years, the process is repeated as expenditures are completed and as new needs arise. Capital improvement planning looks five years into the future.

For a municipality to use its authority to finance expenditures under the CIP Act, it must meet the requirements provided therein. Specifically, the governing body must approve the sale of capital improvement bonds by a three-fifths majority of a five-member governing body, or two-thirds majority of a governing body having more or less than five members. In addition, it must hold a public hearing for public input. Notice of such hearing must be published in the official newspaper of the municipality at least 14, but not more than 28 days prior to the date of the public hearing. In addition, the notice may be posted on the City's official web site. The governing body approves the CIP following the public hearing.

Bonds issued pursuant to the CIP Act are subject to a so-called reverse referendum. If a petition bearing the signatures of at least 5 percent of the votes cast in the last municipal general election requesting a vote on the issuance of bonds is received by the municipal clerk within 30 days after the public hearing, a referendum vote on the issuance of the bonds must be called.

IV. PROJECT(S) SUMMARY

The expenditures to be undertaken with this Capital Improvement Plan are limited to those listed below. All other foreseeable capital expenditures within the municipal government will come through other means. The following expenditures have been submitted for inclusion in this CIP (net of bond issuance and related costs):

2021 Expenditures

- Fire Station Reroof; \$175,000

2022 Expenditures

- No expenditures

2023 Expenditures

- No expenditures

2024 Expenditures

- No expenditures

2025 Expenditures

- No expenditures

The statute has established certain criteria that must be met. Under these criteria, the City has considered the following eight points:

1. Condition of the City’s infrastructure and need for the project
2. Likely demand for the improvement
3. Estimated cost of the improvement
4. Availability of public resources
5. Level of overlapping debt
6. Relative costs/benefits of alternative uses of funds
7. Operating costs of the proposed improvements
8. Options for shared facilities with other cities or local governments

The CIP is composed of projects that will preserve, develop and enhance land located within the City for parks, recreation, trails & greenways, provide safer roads, provide more space for the City’s facilities, improve and maintain the City’s facilities, and other uses. The City has analyzed the eight points required per statute for each project on an individual basis and as a whole. Findings are as follows:

PROJECTS (CIP Bond Projects)

Conditions of City Infrastructure and Need for the Projects

Recommendations made herein regarding capital improvements to the roof on the fire station (the “2021 CIP Project”) resulted from a careful analysis of the statutory criteria and other factors including significant known deficiencies and the deterioration of publicly owned facilities.

Improvements to these facilities will assist in ensuring that the public’s investments in such are protected and that such facilities are available and able to serve their intended public purpose.

Likely Demand for Improvement

The Fire Station roof requires a replacement to increase the life of the facility. Without the replacement the facility will continue to have water leakage into the building.

Estimated Cost of the Improvement

See Part IV and Part V

Availability of Public Resources

Bonded debt 2021 CIP Project. The availability of financing a portion of any of the project from funds on hand is limited.

Level of Overlapping Debt

Direct and overlapping governmental activities debt at March 1, 2021 is presented in the table on below:

Direct and Overlapping Debt

<u>Taxing Unit^(a)</u>	2019/20 <u>Adjusted Taxable Net Tax Capacity</u>	Est. G.O. Debt <u>As of 3-1-21^(b)</u>	<u>Debt Applicable to Tax Capacity in City</u>	
			<u>Percent</u>	<u>Amount</u>
City of Marshall	\$12,104,450	\$22,170,000	100.0%	\$22,170,000
Lyon County	39,181,715	12,005,000	30.9	3,709,545
I.S.D. No. 413 (Marshall)	18,712,500	47,508,000	64.7	<u>30,737,676</u>
Total				\$56,617,221

(a) Only those units with outstanding general obligation debt are shown here.

(b) Excludes general obligation tax and aid anticipation certificates and revenue-supported debt.

Relative Costs and Benefits of Alternative Uses of the Funds

If the projects are not approved, debt will not be issued. If there were other financing sources, such as funds on hand, then alternative uses of the funds could be evaluated.

Operating Costs of the Proposed Improvements

Lower operating and maintenance costs are anticipated due to the proposed 2021 CIP Project because of reduced maintenance and water damage.

Options for Shared Facilities with Other Cities or Local Government

There are always opportunities to share or partner with other cities and local governments. Those discussions always remain open and pursuit would be based on a mutual benefit, however would be limited since these are existing, not new, facilities.

V. FINANCING THE CAPITAL IMPROVEMENT PLAN

The total amount of requested expenditures under the 2021-2024 Capital Improvement Plan is \$250,000.

In the financing of the Capital Improvement Plan, two statutory limitations apply. Under Minnesota Statutes, Section 475.53, as amended, with few exceptions, municipalities cannot incur debt in excess of 3% of the assessor's taxable market value for the municipality. In the City the taxable market value is \$890,286,520 that yields a debt limit of \$26,708,596. The City currently has \$5,440,000 of existing debt (as of December of 2018) that counts against the statutory debt limitation; the amount available is \$21,268,596. Another limitation on bonding under the CIP Act is that the total amount of principal and interest to become due in any one year on all the outstanding bonds issued under the CIP Act cannot equal or exceed 0.16% of the estimated market value of property in the municipality. In the City, that amount is \$1,424,458.

The City proposes to issue general obligation capital improvement plan bonds (the "2021 CIP Bonds"). Interest payments on the 2021 CIP Bonds would commence in 2022 at an estimated amount of \$1,758.75. The principal and interest on the proposed 2021 CIP Bonds are estimated to average \$35,800 each year from 2022 through 2027.

Under the Capital Improvement Plan, the City will secure \$250,000 (inclusive of issuance costs) for the 2021 CIP Project. The 2021 CIP Bonds proposed to finance the 2021 CIP Project is proposed to be repaid over a Eight-year period.

Continuation of the Capital Improvement Plan

This Capital Improvement Plan should be reviewed annually by the City Council using the process outlined in this Plan. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this Plan.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Award of Proposal for Wastewater Biosolids Storage Tanks Resealing Project.
Background Information:	<p>The Wastewater Department has \$125,000 included in the 2021 CIP for resealing one Biosolids Storage Tank at the Wastewater Treatment Facility (WWTF). There are two of these tanks that need resealing along with new cathodic anode protection replacement. The intent was to seal one tank in 2021, and one tank in 2022. After receiving quotes, it has been determined that we can seal both tanks for \$156,400 in 2021.</p> <p>The Wastewater Department requested quotes from two contractors that specialize in this work. The Northern Steel Tank of Mounds View, Minnesota, quote was \$63,040.00 less expensive for both tanks. City staff proposes sealing both tanks in 2021. This would eliminate the need for \$125,000 expense in the capital budget for 2022.</p> <p>This is specialized work, but we have received two quotes to comply with the City Purchasing Policy. We believe it is advantageous to get both tanks done with one contract, and one contractor mobilization. We have verified with the Finance Department that the fiscal impact to the WWTF Fund would not be negatively affected by the two-year budgeting adjustments.</p>
Fiscal Impact:	The 2021 WWTF budget has \$125,000 included for this project along with a 2022 proposed budget of \$125,000 for the second tank. This would eliminate the need for the 2022 proposed budgeted amount. Finance Department verified there will be no long-term impact on the WWTF operating budget by extending the 2021 budgeted amount and deleting the need for the 2022 capital expense.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council approve acceptance of the quote from Northern Steel Tanks of Mounds View, Minnesota, in the amount of \$156,400.00 for the resealing of two Biosolids Storage tanks in 2021.



To: Robert Van Moer
City of Marshall

Proposal: Bolted Tank Reseal – 101X28 SRDO
Marshall, MN

Date: March 5, 2021

We are pleased to offer the following proposal:

Scope:

Reseal Tank Interior Seams

Interior Reseal – Sidewall:

1. Hot water, high pressure wash of interior panel perimeter to clean reseal area.
2. Strip existing interior sheet edge sealant fillet.
3. Wire brush sheet edge and bolt line areas for clean, competent surface.
4. Place CIM industrial membrane over interior lap joints and bolt lines; extending 1” beyond sheet edge and bolt line. CIM Trowel Grade to be used; providing 1/8” build thickness over sheet edge for corrosion protection.
5. Includes necessary tools, equipment, and scaffolding to perform work.

Clarifications/Exclusions:

1. Customer to drain and wash tank; tank to be fully isolated from process train to allow safe access without risk of immersion and air quality concerns. Wash to remove loose sludge from tank.
2. Customer to provide water and hose bibb near tank for use in pressure wash.
3. Excludes tank pipe painting touch-ups or accessory modifications. Decant nozzles on tank interior and interior surface of side-mount mixer nozzle will be brushed and receive CIM coating.
4. Northern Steel Tanks may remove, at its discretion, one sidewall sheet to allow access for personnel, scaffolding, and materials to interior of tank.
5. Excludes special access requirements. Based upon performing work uninterrupted by other trades after tank cleaning. Suitable site access for crew and delivery trucks to be provided and maintained by Customer.
6. Any electrical, controls, or sensors supply, install, disconnect or reconnect.
7. Excludes supply of water and filling of tank for hydrostatic testing. Northern Steel Tanks will address any sidewall leaks should they occur during initial fill test following tank reseal.
8. Excludes tank disinfection or bac T testing. Northern Steel Tanks will sweep clean tank interior.

9. Overtime pay (schedule acceleration), prevailing wages, union labor, or other hiring preferences.
10. Any Owner or site specific safety requirements beyond OSHA standards or restrictive work rules.
11. Temporary toilets, 1ph 120V 20A electrical power supply.

Service Price Summary:

Interior Reseal of 101' Dia. by 28' Tall Bolted Steel Tank w/ Dome Roof and Concrete Floor
Per Tank \$ 67,900.00

Interior Reseal: CIM over lap-joint and bolt lines

CREDIT: Deduct \$1,000 from second tank interior reseal if both performed in 2021

Add Option: Furnish and Install Magnesium Anode (Floor Mounted)
Per Tank (24 anodes) \$ 10,800.00

Price valid only if ordered and performed with Tank Reseal. Subject to change if performed separately.

Add Option: Tank Interior Concrete Floor Gap Fill
Per Tank \$ 2,750.00

Price valid only if ordered and performed with Tank Reseal. Subject to change if performed separately. Includes pressure wash of gap between interior tank wall and concrete floor, vacuum to remove water, and placement of low viscosity gap filling polyurethane.

Terms and Conditions

Agreement: This proposal scope and pricing is subject to execution of a mutually acceptable form of agreement between Contractor and Customer.

Payment: 30% Due Upon Order. 70% At Completion; Net 30 Days.

Schedule: Submittals to be provided four (4) weeks after receipt of order (if applicable). Based upon mutually agreed upon schedule for performance; time of performance subject to crew availability.

Validity: Price is **firm** for 30 days. Price is subject to change due to fluctuating material and labor costs. Any regulatory change impacting the cost of the work will result in a price adjustment.

Quality: Installation service offered in the Proposal will be performed by trained personnel regularly engaged in the installation of bolted storage tanks. All work will be performed in an excellent workmanship manner and in accordance with the tolerances and specifications called for by the manufacturer. In the absence of a technical specification, the manufacturer's specifications shall prevail.

Safety: Northern Steel Tanks has a comprehensive safety program that complies with OSHA standards and general industry safety requirements and is the standard for its employees and subcontractors.

Bonding: Bonds are not included.

Insurance: We will provide a certificate of insurance covering our portion of the work.

After you have had an opportunity to review the above proposal and should you have questions please contact Aaron Nelson at 218-779-2409.

Thank you for this opportunity.

Sincerely,
NORTHERN STEEL TANKS, LLC

Aaron Nelson, Member

Customer Acceptance:

Signature: _____

Name: _____

Date: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Award of Proposal for Wastewater Sanitary Manhole Sealing and Relining Project.
Background Information:	The Wastewater Department has been annually relining some of the worst sanitary manholes that have become deteriorated due to age and hydrogen sulfide. These are in poor structural shape and leaking ground water into the sanitary system. We have found a relining system that is working very well and is much cheaper than replacing the manholes. Once relined, the manholes should have a life expectancy of 50 years again. Each year, an amount is budgeted to do several manholes out of the WWTF Equipment Repair & Maintenance line item.
Fiscal Impact:	Per the Finance Department, this project will be funded from Wastewater Equipment Repair & Maintenance (Account# 602-49500-53415). City staff would take care of traffic control on the project for a cost savings of \$6,500 for this item on the project.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council approve acceptance of the quote from Hiperline of Cokato, Minnesota, in the amount of \$65,809.00 for the above-referenced project sealing and relining nine manholes in 2021.



HIPERLINE
HIGH PERFORMANCE LINING

Manhole Quote

Sold To Robert (Bob) Vanmoer
Marshall, MN
Bob.vanmoer@ci.marshall.mn.us
[1 \(507\) 530-3044](tel:15075303044)

Date 11/3/2020
PO No.

Manhole	Location	Depth (ft)	Description of Repair	Cost
				Mobilization: \$1,000.00
1	MH 4NW15	14.10	Old Precast, Medium leaks, Bypass, Traffic Control	8,204.00
2	MH4NW15A	12.10	Old Precast, Medium leaks, Traffic Control	6,324.00
3 "Grout Only"	MH4NW37A	0.00	Old Precast, Low leaks	0.00
4	MH9NE33	20.80	Old Precast, High leaks, Hose Pull: 60ft	10,076.00
5	MH10NW22	21.10	Old Precast, Low leaks, Bypass, Traffic Control	10,151.00
6	MH10NW21	21.20	Old Precast, Low leaks, Traffic Control	9,692.00
7	MH10NW20	20.50	Old Precast, Low leaks, Traffic Control	9,405.00
8	MH10SW7	18.80	Old Precast, Low leaks, Traffic Control	8,708.00
9	MH10NW19	18.90	Old Precast, Low leaks, Traffic Control	8,749.00
Total				\$72,309.00

Notes:

- A site visit is agreed upon prior to mobilization if deemed necessary by HIPERLINE.
- Owner shall be responsible for providing a disposal site for all debris during the installation of the SpectraShield Liner System. This debris shall include, but not be limited to sand, chipped concrete, old linings, effluents, etc.
- Invoice(s) will be based upon field measurements and may increase or decrease the actual invoice/contract/purchase order amount accordingly.
- Our invoices are NET 30 DAYS, no retainage. A 1.5% interest charge per month for invoices over 30 days will apply.
- Sanitary sewer manholes include our industry leading 10 year warranty; storm sewer structures come with a standard 1 year warranty
- Removing manhole steps is part of the standard process unless noted otherwise
- If excessive grouting/leak-stopping is required (more than 1 workday), we will notify customer before proceeding. Additional grouting rates are \$300 per hour for the truck and crew, \$100 per gallon of grout, and \$25 per tube of grout

Customer Name _____

Customer Signature _____

Send Invoice To _____

Additional Notes: Cut 90 degree elbow drop off at MH10NW20, leave straight stub about 10 inches. Complimentary grout stop leaks around inbound pipe on MH37A.

Thanks for the Opportunity to Serve You!

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the 2021-22 annual Refuse Haulers Licenses.
Background Information:	Annual Refuse Haulers licenses will expire on March 31, 2021. The applications for a Refuse Haulers license are from the following: Southwest Sanitation West Central Sanitation Waste Management
Fiscal Impact:	\$160 per license
Alternative/ Variations:	None Recommended
Recommendations:	To approve the 2021-22 Refuse Haulers Licenses

Sec. 50-24. - Hauler's license required.

It is unlawful for any person to haul garbage, other refuse, or recyclable materials for hire without a license therefor from the city, or to haul garbage or other refuse from his own residence or business property other than as excepted in this article. Such licenses shall expire on March 31 of each year. The annual fee for a garbage and refuse hauler's license shall be established by resolution of the city council.

(Code 1976, § 6.31(2), (3); Ord. No. 554 2nd series, 7-5-2006)

Cross reference— Business licenses, § 22-21 et seq.

State Law reference— Licensing of solid waste collection, Minn. Stat. § 115A.93.

Sec. 50-25. - Licensee requirements.

- (a) Hauler licenses shall be granted only upon the condition that the licensee have tight packer-type vehicles for garbage and other refuse and vehicles with leakproof bodies for recyclable materials in good condition to prevent loss in transit of liquid or solid cargo; that the vehicle be kept clean and as free from offensive odors as possible and not allowed to stand in any street longer than reasonably necessary to collect garbage, refuse, or recyclable materials; and that the vehicle is dumped or unloaded only at the designated sanitary landfill, or recycling center and strictly in accordance with regulations relating thereto.
- (b) Every vehicle used to collect garbage, refuse, or recyclable shall have the name of the owner or operator and the city license number under which it is being operated on the body of the vehicle, or on a durable metal or wood plaque which shall be fastened to the body, at all times when the vehicle is used for collecting garbage, refuse, or recyclable.
- (c) All licensed haulers shall provide to the city at the city's request, a list of all names and addresses of all their customers within the city.
- (d) All licensed haulers must have a license to haul garbage within the county.

(Code 1976, § 6.31(5); Ord. No. 554 2nd series, 7-5-2006; Ord. No. 723 2nd Series, § 1, 8-8-2017)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider LG220 Application for Exempt Permit for the Lyon County Pheasants Forever.
Background Information:	This LG220 application of Exempt Permit is for Lyon County Pheasants Forever to hold a raffle on May 22, 2021 at the Lyon County Fairgrounds, 504 Fairgrounds Road, Marshall, Minnesota
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval for Lyon County Pheasants Forever to hold a raffle on May 22, 2021 at the Lyon County Fairgrounds, 504 Fairgrounds Road, Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

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: Lyon County Pheasants Forever Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]
Mailing Address: PO Box 217
City: Marshall State: MN Zip: 45258 County: Lyon
Name of Chief Executive Officer (CEO): Mark Rakde
CEO Daytime Phone: 507 401-1312 CEO Email: mark.radke@schwans.com
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): ron.prorok@outlook.com

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
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
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): Lyon County Fairgrounds
Physical Address (do not use P.O. box): 504 Fairgrounds Road Marshall MN 56258
Check one:
 City: Marshall MN Zip: 56258 County: Lyon
 Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): May 22, 2021

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: _____

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: Mark Radtke Date: 3-11-21
(Signature must be CEO's signature; designee may not sign)

Print Name: _____

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 Depart-

ment 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

Meeting Date:	Tuesday, March 23, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor License for Lyon County Pheasants Forever.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for Lyon County Pheasants Forever to use at Lyon County Fairgrounds, 54 Fairgrounds Rd, Marshall, MN, May 22, 2021.
Fiscal Impact:	\$30.00/day
Alternative/ Variations:	None recommended
Recommendations:	To approve a Temporary On-Sale Liquor License for Lyon County Pheasants Forever to use at Lyon County Fairgrounds, 54 Fairgrounds Rd, Marshall, MN, May 22, 2021.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization: Lyon County Pheasants Forever
 Date organized: 10/6/1982
 Tax exempt number: [REDACTED]

Address: PO Box 217
 City: Marshall
 State: Minnesota
 Zip Code: 56258

Name of person making application: Ronald Prorok
 Business phone: 507 401 6227
 Home phone: [REDACTED]

Date(s) of event: May 22nd 2021
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Mark Rakde
 City: Cottonwood
 State: Minnesota
 Zip Code: 56229

Organization officer's name: Ronald Prorok
 City: Marshall
 State: Minnesota
 Zip Code: 56258

Organization officer's name: [REDACTED]
 City: [REDACTED]
 State: Minnesota
 Zip Code: [REDACTED]

Location where permit will be used. If an outdoor area, describe.
 Lyon County Fairgrounds
 504 Fairgrounds Rd
 Marshall, MN 56258

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
 Tall Grass Liquor - Marshall MN 56258

or
 Valley Discount Liquors - Marshall MN 56258

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 Philadelphia Indemnity Insurance Co
 Accident Fund Ins. Co of America \$1,000,000/\$5,000,000
 Princeton Excess and Surplus Lines Ins. Co.

APPROVAL

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

 City or County approving the license

 Date Approved

 Fee Amount

 Permit Date

 Date Fee Paid

 City or County E-mail Address

 City or County Phone Number

 Signature City Clerk or County Official

 Please Print Name of City Clerk or County Official

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY

Item 10. COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to declare a vehicle as surplus property for the City of Marshall.
Background Information:	The 2006 Chevrolet Impala is currently listed as a motor pool vehicle for the City of Marshall. This vehicle is not scheduled to be replaced. Under Council direction staff will utilize rental vehicle services or personal vehicles for business outside of the Marshall area as determined by the personnel policy.
Fiscal Impact:	This vehicle will be auctioned on-line at the state site or will be taken to Alters for disposal.
Alternative/ Variations:	None recommended
Recommendations:	That the 2006 Chevrolet Impala be declared as surplus property by the City of Marshall.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, February 23, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approve Change Order-City Hall Project
Background Information:	<p>The City Hall Committee reviewed and approved the following change order items at their March 16, 2021 Committee mtg:</p> <ul style="list-style-type: none"> A. Price for additional materials to reroute hydronic lines due to existing conditions varying from original blue prints and demolition plans. B. Reviewed and coordinated electrical will owners Audio Visual designer C. Duct insulation at concrete chase, reused as fresh air intake. The original duct work was deleted in PR#4 when we consolidated two louvers on the north wall into one louver on the east wall. We reused an existing concrete chase as a fresh air supply. D. Credit for not painting the ceilings in the mechanical room E. Credit for not installing vinyl base in storage room in basement F. Reviewed; contractor to add one light in each stairwell and deduct the flag pole light Installation <p>As noted, this change order also included deductions:</p> <ul style="list-style-type: none"> A. Brennan CR19 related to RFI 32 reroute hydronic lines \$3,810.00 B. Brennan CR 25 as it relates to ASI 4 \$2,610.00 C. Brennan CR 26 related to RFI 40 fresh air shaft \$10,066.00 D. Brennan CR 28 credit for not painting ceilings in mechanical room (\$1,853.00) E. Brennan CR 29 credit for not installing base in lower level (\$553.00) F. PR 06 lighting in stairwells, CR31 Electrical lighting change, and ASI #7 \$656.00
Fiscal Impact:	\$14,736.00
Alternative/ Variations:	None
Recommendations:	Approve Change Order 13 in the amount of \$14,736.00



March 19, 2021

City of Marshall, MN
344 W Main Street
Marshall, MN 56258

RE: **Marshall Municipal Building – Marshall, MN** (777.01.1)

Dear Sharon and Scott,

This letter serves as explanation for change orders.

- A. Price for additional materials to reroute hydronic lines due to existing conditions varying from original blue prints and demolition plans.
- B. Reviewed and coordinated electrical will owners Audio Visual designer
- C. Duct insulation at concrete chase, reused as fresh air intake. The original duct work was deleted in PR#4 when we consolidated two louvers on the north wall into one louver on the east wall. We reused an existing concrete chase as a fresh air supply.
- D. Credit for not painting the ceilings in the mechanical room
- E. Credit for not installing vinyl base in storage room in basement
- F. Reviewed; contractor to add one light in each stairwell and deduct the flag pole light installation

See attached detailed descriptions regarding this discovery and the additional fees that were incurred.

Thank you for your time and attention to this matter. Please contact me with any questions that may arise.

Respectfully,

Andy Engan, AIA, LEED® AP, CID
AME/shl

Enclosure(s) CO#13



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
777.01 Marshall Municipal Building
Marshall, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date: November 18, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 13
Date: March 1, 2021 Revised 3/16/2021

OWNER: *(Name and address)*
City of Marshall
344 West Main Street
Marshall, MN 56258

ARCHITECT: *(Name and address)*
Engan Associates
311 4th Street SW
Willmar, MN 56201

CONTRACTOR: *(Name and address)*
Brennan Construction of MN, Inc.
124 E Walnut Street, Ste. 240
Mankato, MN 56001

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. Brennan CR19 related to RFI 32 reroute hydronic lines	\$3,810.00
B. Brennan CR 25 as it relates to ASI 4	\$2,610.00
C. Brennan CR 26 related to RFI 40 fresh air shaft	\$10,066.00
D. Brennan CR 28 credit for not painting ceilings in mechanical room	(\$1,853.00)
E. Brennan CR 29 credit for not installing base in lower level	(\$553.00)
F. PR 06 lighting in stairwells, CR31 Electrical lighting change, and ASI #7	\$656.00

The original Contract Sum was	\$	5,030,200.00
The net change by previously authorized Change Orders	\$	681,008.00
The Contract Sum prior to this Change Order was	\$	5,711,208.00
The Contract Sum will be increased by this Change Order in the amount of	\$	14,736.00
The new Contract Sum including this Change Order will be	\$	5,725,944.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engan Associates
ARCHITECT *(Firm name)*

SIGNATURE
 Andy M. Engan, AIA, LEED AP, CID,
 Principal
PRINTED NAME AND TITLE
 March 16, 2021
DATE

Brennan Construction of MN, Inc.
CONTRACTOR *(Firm name)*
 John van Dyck
SIGNATURE
 John van Dyck
PRINTED NAME AND TITLE
 3 / 18 / 21
DATE

City of Marshall
OWNER *(Firm name)*

SIGNATURE
 Scott VanDerMillen, Owner
 Representative
PRINTED NAME AND TITLE

DATE



BRENNAN COMPANIES

Building Together

DATE: October 30, 2020
TO: Andy Engan; Engan Architects
CC: Nathan Hrdlichka; Brennan Construction
FROM: John van Dyck; Brennan Construction
RE: Marshall Municipal CR 19, Based on RFI 32

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Willmar PH	Rerouting heat lines on upper floor	\$ -	\$ -	\$ 3,429.00
			Subs Subtotal:	\$ 3,429.00
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 34.29
			GC Subtotal:	\$ 34.29

10% OH&P on subs	\$ 342.90
10% OH&P on GC	\$ 3.43
TOTAL:	\$ 3,810.00

Approved: 

PLUMBING & HEATING OF WILLMAR, INC.
2101 Highway 12 West
Willmar, MN 56201
Phone: 320-235-4962 Fax: 320-235-7652

TO: BRENNAN CONSTRUCTION
FROM: MIKE SIXTA
ATTN: JOHN VANDYCK
DATE: 10/26/2020
PROJECT: MARSHALL MUNICIPAL BUILDING

RFI-32

Changes as noted on attached plans to reroute heat lines for FT-1 radiation on upper floor

Material & Labor	\$2,298.00
Profit 10%	\$230.00
Insulation Sub	\$858.00
Profit 5%	<u>\$43.00</u>
TOTAL CHANGE ADD	\$3,429.00

Plumbing & Heating of Willmar, Inc.

Michael C. Sixta

Michael C. Sixta

esj

NOTE: This quote is valid for 30 days.

Please sign and return if accepted:

Signature _____

Date _____



BRENNAN COMPANIES

Building Together

DATE: February 17, 2021
TO: Andy Engan; Engan Architects
CC: Nathan Hrdlichka; Brennan Construction
FROM: John van Dyck; Brennan Construction
RE: Marshall Municipal CR 25; Revised Costs related to ASI 4

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Red River	Electrical changes per ASI 4	\$ -	\$ -	\$ 2,149.00
St Aubin	Drywall changes per ASI 4			\$ 200.00
			Subs Subtotal:	\$ 2,349.00
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 23.49
			GC Subtotal:	\$ 23.49

10% OH&P on subs	\$ 234.90
10% OH&P on GC	\$ 2.35
TOTAL:	\$ 2,610.00

Approved:  _____

PROPOSED CHANGE ORDER



CCN # E08
 Date: 12/24/2020
 Project Name: MARSHALL MUNICIPAL CENTER
 Page Number: 1

Client Address:

Brennan Construction of MN, Inc
 Contact: John van Dyck
 125 E Walnut St
 Suite 240
 Mankato, MN 56001

3345 43rd St S
 Moorhead, MN 56560
 Telephone: 218 236 0502
 Fax: 218 233 3483
 Contact: Lee Hiller
 E-mail: leeh@redriverelectric.com

Work Description

As per ASI #4:

- 1) Room 326. Provide (1) 6" "Evolution" style floor box in lieu of previously approved 4" floor box.
- 2) Room 231. Provide (1) 6" "Evolution" style floor box in lieu of previously approved 4" floor box.
- 3) Room 217. Provide (1) 6" "Evolution" style floor box in lieu of previously approved 4" floor box.
- 4) Room 218. Provide (5) 6" "Evolution" style floor boxes in lieu of (5) previously approved 4" floor boxes.
- 5) Room 219. Provide dedicated circuit for existing double-duplex receptacle for AV rack. Provide (1) additional double-duplex receptacle on a dedicated circuit at AV rack location. Circuit to LP20-45,47.
- 6) Room 350. Provide (1) double-duplex receptacle on a dedicated circuit at AV rack location. Circuit to LP30-41.
- 7) Room 350. Provide (1) 6" "Evolution" style floor box in lieu of previously approved 4" floor box.
- 8) Room 348. Provide (1) 6" "Evolution" style floor box in lieu of previously approved 4" floor box.
- 9) Room 349. Eliminate floor box.
- 10) Room 320. Eliminate floor box.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only to the price change in the extra work and we reserve the right to claim for impact and consequential costs and for changes in time to the job schedule.

This price is good for acceptance within 10 days from the date of receipt.

Acceptance of the quote will add ___ day(s) to the project schedule.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
1/2" CONDUIT - EMT	150	57.46	C	86.19	2.50	C	3.75
1" CONDUIT - EMT	-50	174.31	C	-87.16	4.38	C	-2.19
1/2" CONN SS STL - EMT	4	78.52	C	3.14	10.00	C	0.40
1" CONN SS STL - EMT	-4	47.00	C	-1.88	15.00	C	-0.60
1/2" COUPLING SS STL - EMT	17	20.70	C	3.52	0.00	C	0.00
1" COUPLING SS STL - EMT	-2	62.24	C	-1.24	0.00	C	-0.00
1/2" 1-H STRAP - EMT - STEEL	17	12.43	C	2.11	6.13	C	1.04
3/4" 1-H STRAP - EMT - STEEL	-3	20.44	C	-0.61	6.75	C	-0.20
#12 THHN BLACK	515	142.44	M	73.36	3.75	M	1.93
#12 THHN SOLID GREEN	165	142.44	M	23.50	6.75	M	1.11
#12/2C CABLE MC - STL ARMOR	20	524.81	M	10.50	21.75	M	0.44
3/8" CONN MC SNAP-IN	2	111.62	C	2.23	7.00	C	0.14
1-H STRAP #14/2 & #12/2	4	10.99	C	0.44	5.75	C	0.23

ORIGINAL

PROPOSED CHANGE ORDER

Date: 12/24/2020
 Project Name: MARSHALL MUNICIPAL CENTER
 Page Number: 2

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
WIRE NUT RED 512	15	25.54	C	3.83	28.00	M	0.42
4x 1 1/2" SQ BOX TKO RACO 189	4	90.37	C	3.61	28.75	C	1.15
4x 2 1/8" SQ BOX TKO BRKT RACO 235	1	171.00	C	1.71	28.75	C	0.29
4" SQ 2G PLSTR RING 3/4" RISE	1	107.66	C	1.08	3.13	C	0.03
4" SQ BLANK COVER	4	40.39	C	1.62	3.13	C	0.13
GROUNDING SCREW	3	6.23	C	0.19	2.50	C	0.07
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	-2	5.21	C	-0.10	7.50	C	-0.15
#8x 3/4 P/H SELF-TAP SCREW	6	7.83	C	0.47	3.25	C	0.20
#10x 1 P/H SELF-TAP SCREW	18	9.36	C	1.68	3.75	C	0.68
2G DUPLEX REC PLATE - 302 S/S	1	259.20	C	2.59	4.88	C	0.05
20A 125V DUP REC - CR20I (CS-SWO)	2	126.00	C	2.52	18.75	C	0.38
POKE THRU SERVICE FTG 4"	-14	332.22	E	-4,651.08	3.25	E	-45.50
POKE THRU SERVICE FTG 6"	10	597.60	E	5,976.00	3.75	E	37.50
Totals	884			1,458.21			1.28

Summary

General Materials		1,458.21
Material Tax (@ 7.500 %)		109.37
Material Total		1,567.58
JOURNEYMAN (1.28 Hrs @ \$74.00)		94.72
TRAVEL MILEAGE (Pro rated per week) (1.28 @ 0.00 @ \$2.79 + 0.000 % + 0.000 % + 0.000 %)		3.57
TRAVEL TIME (Pro rated per week) (1.28 @ 0.00 @ \$8.50 + 0.000 % + 0.000 % + 0.000 %)		10.88
ROOM & BOARD (Pro rated per week) (1.28 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)		6.40
PER DIEM (1.28 @ 0.00 @ \$4.00 + 0.000 % + 0.000 % + 0.000 %)		5.12
Subtotal		1,688.27
Overhead (@ 10.000 %)		168.83
Markup (@ 5.000 %)		92.86
Subtotal		1,949.96
Adjustment #1 (@ -0.049 %)		-0.96
Final Amount		\$1,949.00

CONTRACTOR CERTIFICATION

Name: _____
 Date: 12-24-2020
 Signature: 

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: E08
 Final Amount: \$1,949.00
 Name: _____
 Date: _____
 Signature: _____
 Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL

PROPOSED CHANGE ORDER



"A Tradition of Quality"

CCN # E14
 Date: 2/10/2021
 Project Name: MARSHALL MUNICIPAL CENTER
 Page Number: 1

Client Address:

Brennan Construction of MN, Inc

Contact: John van Dyck
 125 E Walnut St
 Suite 240
 Mankato, MN 56001

3345 43rd St S
 Moorhead, MN 56560
 Telephone: 218 236 0502
 Fax: 218 233 3483
 Contact: Lee Hiller
 E-mail: leeh@redriverelectric.com

Work Description

Sheet E303.

1) Room 348. Provide duplex receptacle at counter height in SW corner of room.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only to the price change in the extra work and we reserve the right to claim for impact and consequential costs and for changes in time to the job schedule.

This price is good for acceptance within 10 days from the date of receipt.

Acceptance of the quote will add ___ day(s) to the project schedule.

Itemized Breakdown

Description	Qty	Net Price	U	Total Mat.	Labor	U	Total Hrs.
#12/2C CABLE MC - STL ARMOR	20	524.81	M	10.50	21.75	M	0.44
3/8" CONN MC SNAP-IN	2	111.62	C	2.23	7.00	C	0.14
1-H STRAP #14/2 & #12/2	4	10.99	C	0.44	5.75	C	0.23
WIRE NUT RED 512	2	25.54	C	0.51	28.00	M	0.06
4x 1 1/2" SQ BOX TKO BRKT RACO 196	1	171.00	C	1.71	28.75	C	0.29
4" SQ 1G PLSTR RING 3/4" RISE	1	67.63	C	0.68	3.13	C	0.03
GROUNDING SCREW	1	6.23	C	0.06	2.50	C	0.03
#8x 3/4 P/H SELF-TAP SCREW	6	7.83	C	0.47	3.25	C	0.20
1G DUPLEX REC PLATE - 302 S/S	1	117.60	C	1.18	3.38	C	0.03
20A 125V DUP REC - CR20I (CS-SWO)	1	126.00	C	1.26	18.75	C	0.19
Totals	39			19.03			1.62

Summary

General Materials		19.03
Material Tax (@ 7.500 %)		1.43
Material Total		20.46
JOURNEYMAN (1.62 Hrs @ \$74.00)		119.88
TRAVEL MILEAGE (Pro rated per week) (1.62 @ 0.00 @ \$2.79 + 0.000 % + 0.000 % + 0.000 %)		4.52
TRAVEL TIME (Pro ratd per week) (1.62 @ 0.00 @ \$8.50 + 0.000 % + 0.000 % + 0.000 %)		13.77
ROOM & BOARD (Pro rated per week) (1.62 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)		8.10
PER DIEM (1.62 @ 0.00 @ \$4.00 + 0.000 % + 0.000 % + 0.000 %)		6.48

PROPOSED CHANGE ORDER

Date: 2/10/2021
Project Name: MARSHALL MUNICIPAL CENTER
Page Number: 2

Summary (Cont'd)

Subtotal		173.21
Overhead	(@ 10.000 %)	17.32
Markup	(@ 5.000 %)	9.53
Subtotal		200.06
Adjustment #1	(@ -0.030 %)	-0.06
Final Amount		\$200.00

CONTRACTOR CERTIFICATION

Name: _____
Date: _____ 2/10/21
Signature:  _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: E14 _____
Final Amount: \$200.00 _____
Name: _____
Date: _____
Signature: _____
Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.



AIA[®] Document G710[™] – 2017

Architect's Supplemental Instructions

PROJECT: *(name and address)*
777.01 Marshall Municipal Building
Marshall, MN

CONTRACT INFORMATION:
Contract For: General Construction
Date: November 18, 2019

ASI INFORMATION:
ASI Number: 4
Date: December 18, 2020

OWNER: *(name and address)*
City of Marshall
344 West Main Street
Marshall, MN 56258

ARCHITECT: *(name and address)*
Engan Associates
311 4th Street SW
Willmar, MN 56201

CONTRACTOR: *(name and address)*
Brennan Construction of MN, Inc.
124 E Walnut Street, Ste. 240
Mankato, MN 56001

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.
(Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

See attached sheets and site observation notes:

- Electrical Addendum-ASI#4
- PR#3-ASI4
- A-132
- A-133
- A-201
- A-202
- A-203
- A-404
- A-532A
- ASI4.1
- ASI4.2
- C-121
- GTDL310 DRYER-INSTALL
- PR3-ASI4
- ELECTRICAL ADDENDUM -ASI#4

ISSUED BY THE ARCHITECT:

Engan Associates

ARCHITECT *(Firm name)*

SIGNATURE

Andy M. Engan, AIA, LEED AP, CID,
Principal

PRINTED NAME AND TITLE

December 18, 2020

DATE

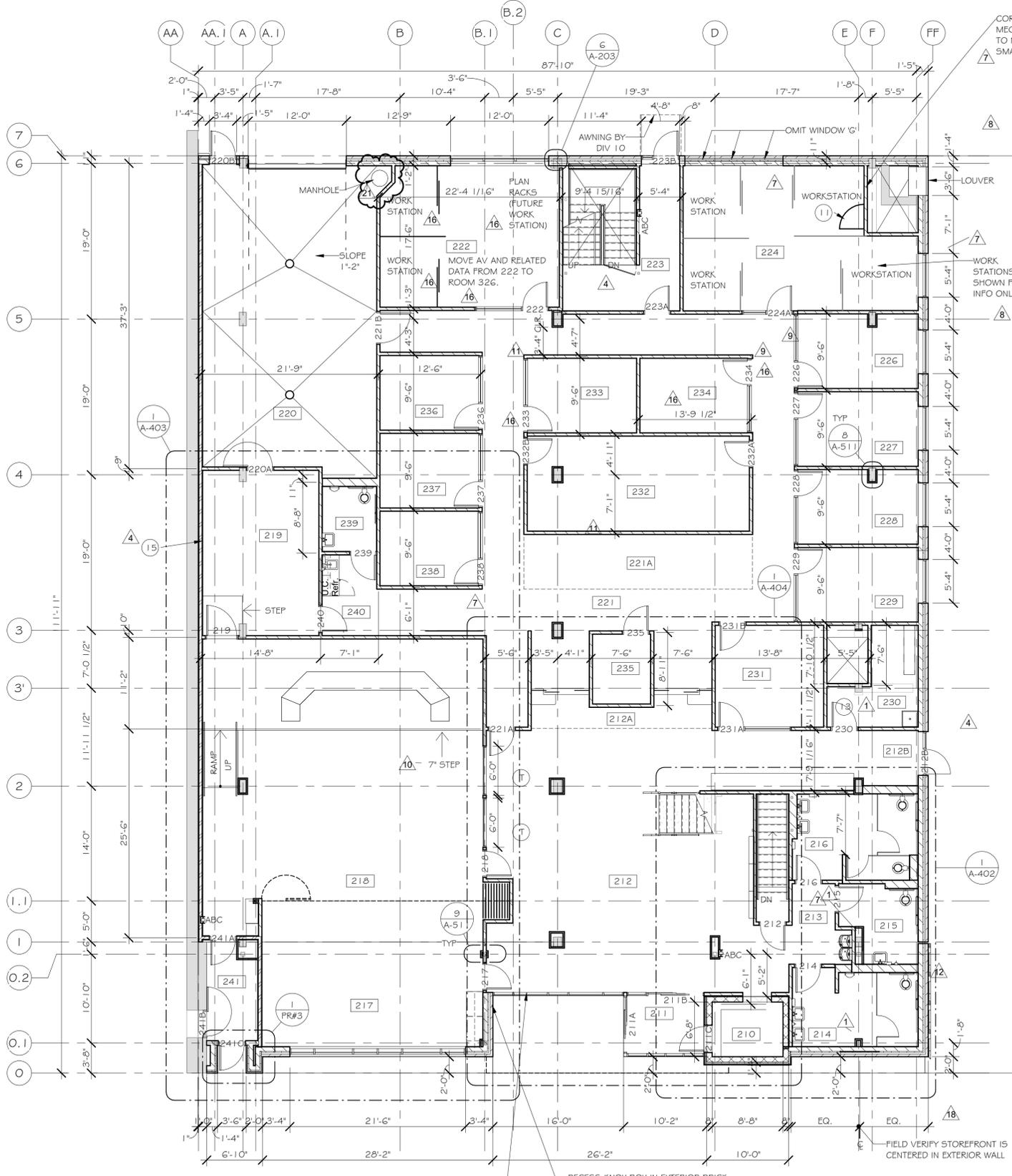
Stacy Holwerda

Subject: 777.01 Marshall City Hall - ASI Response Items 2

Marshall City Hall Items:

1. 5 sidewalk panels at main entrance that need to be within 2% slope. Replace required concrete. See revised C-121
2. 7" step at sidewalk at plan south west emergency exit alcove. See revised PR-3 section.
3. In the basement, contractor to clean up debris and vacuum up all water on floor. Monitor to see if additional water leaks onto floor.
4. Contractor to verify if perimeter drain tile and vapor barrier below new slab per 1,3/A-111A is installed and draining to sump on plan south.
5. Contractor to fix sump pump and sump pump line to stop water leaking on basement floor.
6. Contractor to note location of fire damper access in room 124 on as-builts.
7. Revise columns in room 212. See revised A-404.
8. Revise time capsule location to be in the plan north east corner of room 241.
9. Insulation installation means and methods were discussed on site with installer at emergency exit at plan southwest corner, insulate 4" of wall on each side of door.
10. Concrete columns at 219 and 220 don't get wrapped with sheet rock.
11. Outlet on east wall of 218 shown between windows to moved north 6'-6".
12. Outlet on west wall of 212 shown between windows to be moved to west wall of 212a, near outside corner.
13. Rain leader shown in room 227 to be installed in 228 near column.
14. Locate power and data at north east corner of room 224 per note '15' on sheet E-302, as reviewed on site.
15. Field revisions in bathrooms 214, 215, and 216 were reviewed on site and should be noted on the as-built set in job trailer.
16. Coiling door at room 212a, columns should be inset in sheet rock wall similar to note '22' on A-532. Sheet rock wall may be furred out to accomplish this as reviewed on site. See attached.
17. Door 350a has been shifted south to provide ADA clearance from column.
18. Room 347, plan west wall to be fully sheet rocked.

19. Room 348, add casework in plan north east corner. Floor to ceiling casework, similar to 11/A-501, with a pair of doors, taking the full space between brick wall and column. Contractor to field verify dimensions.
20. Room 317, plan south wall of 317 to be left open to old elevator shaft space.
21. Remove existing door frame and leave walls open in 318 and 319.
22. In room 224, insulate lower concrete wall, witch is the exterior equipment pad, with 2"-3" of rigid insulation.
23. Room 223, fur out north and south wall. Gyp. bd. to time out or overlap steel stair frame.
24. Room 233, south wall. Ether fur out wall to meet or overlap stair frame, or extend stair frame to gyp. bd. by tacking on steel angle to stair frame.
25. Room 220, at overhead door wrap structural steel jambs with 1" rigid insulation in between structural steel blocking and prefinished metal enclosure. Overhead door dimensions stay the same. The finished width will be shrunk by 1" on each side.
26. Room 320 to be furred out and painted gyp. bd. finish. Furring to accommodate electrical conduit and boxes.
27. Per revised M10, PR-4, note '22'. Coordinate with mechanical contractor their method of ducting louver into existing chase. Seal and Insulate around opening.
28. In south wall of room 212a, mount power and data per interior elevation 16/A-402. Coordinate with note '2' on E-302.
29. In review of the application of the liquid applied weather barrier, the liquid applied weather barrier should be applied to vertical surfaces. The window flashing tape ether should be installed first in the rough opening and then the fluid applied over the flashing tape, or if the wall is sprayed first and then the tape is installed, the joint between the tape and the weather barrier should be sealed. Per conversation with manufactures rep. at WR Meadows, Mike Krulas, 612-704-0145.
30. Concrete parking curbs and bollards are called for on the site drawings to protect windows, walls, and mech./elec. Equipment. See C-131

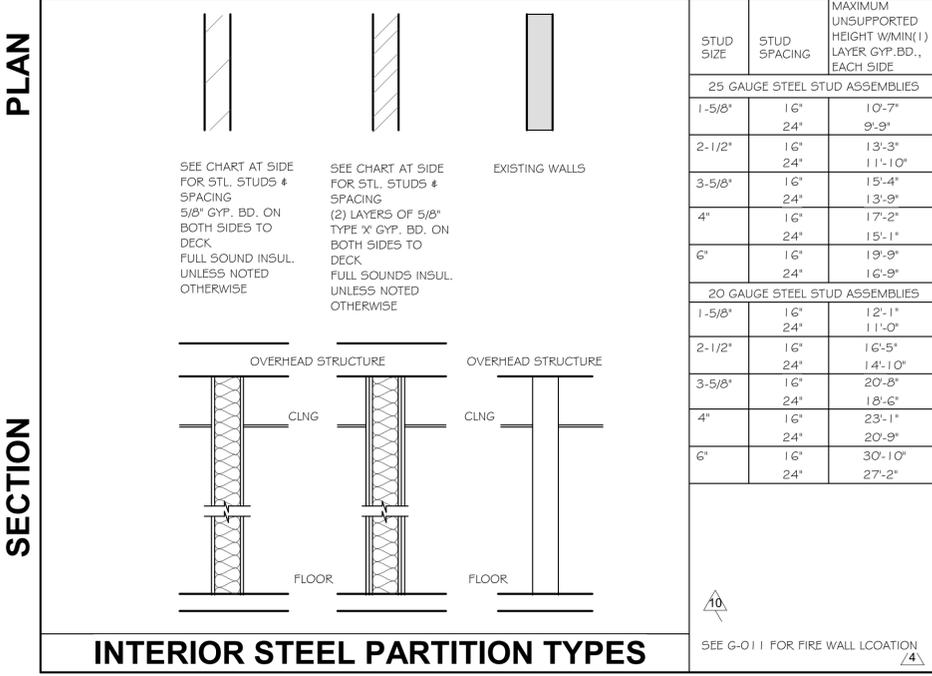
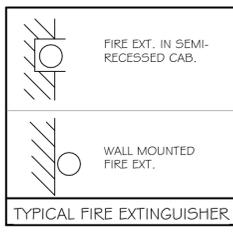
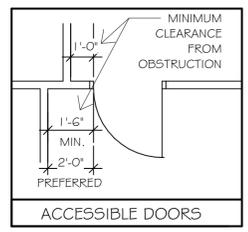


CORRINATE WITH MECHANICAL CONTRACTOR TO MAKE DIMENSION AS SMALL AS POSSIBLE.

ROOM FINISH SCHEDULE - MAIN LEVEL									
MARSHALL MUNICIPAL BUILDING - #777.01									
ROOM #	ROOM SCHEDULE	CLNG.	WALLS				BASE	FLOOR	Comments
			NORTH	EAST	SOUTH	WEST			
210	ELEVATOR								
211	VESTIBULE	1	2	3	2	2	-/5	5	
212	LOBBY	1/3	-	2	-	-	4	3	L,M
212A	LOBBY / RECEPTION	1/3	2/6	2	2	2	4	3	L
212B	EAST LOBBY	1	2	2	2	-	4	3	L
213	RESTROOM LOBBY	1	2	4	2	2	4	3	L
214	MALE RESTROOM	1	4	4	4	4	4	4	
215	FAMILY RESTROOM	1	4	4	4	4	4	4	
216	FEMALE RESTROOM	1	4	4	4	4	4	4	
217	COUNCIL CHAMBER / MEETING ROOM	1/3	-	2	2	1	1	2	
218	COUNCIL CHAMBER	1/3	2	2	-	2	1	2	
219	STORAGE	5	2	2	2	2	2	6	
220	STAGING / DELIVERIES	5	2	2	2	2	2	6	
221	HALLWAY	1	2	2	2	2	2	1	
221A	OPEN OFFICE AREA	1	2	2	2	2	2	1	
222	MEETING ROOM	1	2	1	2	2	2	1	
223	STAIRS	5	2	2	2	2	2	6	
224	ENGINEERING SPECIALISTS	1	2	2	2	2	2	1	
225	OFFICE	1	2	2	2	2	2	1	
226	OFFICE	1	2	2	2	2	2	1	
227	OFFICE	1	2	2	2	2	2	1	
228	OFFICE	1	2	2	2	2	2	1	
229	OFFICE	1	2	2	2	2	2	1	
230	STORAGE & JANITOR	5	2	2	2	2	2	6	D
231	CONFERENCE ROOM	1	2	2	2	2	2	1	
232	WORKSPACE ROOM	1	2	2	2	2	2	1	
233	OFFICE	1	2	2	2	2	2	1	
234	OFFICE	1	2	2	2	2	2	1	
235	RECEPTION	1/3	2	2	2	2	2	1	
236	OFFICE	1	2	2	2	2	2	1	
237	OFFICE	1	2	2	2	2	2	1	
238	OFFICE	1	2	2	2	2	2	1	
239	RESTROOM	1	4	4	4	4	4	4	
240	HALLWAY	1	2	2	2	2	2	1	
241	EGRESS	1	2	2	2	9	2	6	A,F

AT ROOM 218 - DAIS AT COUNCIL CHAMBER TO BE CONSTRUCTED AS FOLLOWS: RAMP AND PLATFORM TO BE CONSTRUCTED OF 2x WOOD RUNNERS @ 16" O.C. SPACING WITH 3/4" THICK APA RATED STURDI-FLOOR (TONGUE AND GROOVE EDGE), ADHERE AND SECURE SHEATHING TO FLOOR FRAMING MEMBERS WITH 8d NAILS @ 6" SPACING. SECURE 2x WOOD RUNNERS TO CONCRETE SLAB WITH 1/2" DIAMETER EPOXY ANCHORS @ 48" SPACING (COUNTERSINK ANCHORS HEAD INTO RUNNER). ALL CONCEALED WOOD TO BE FIRE TREATED.

AT ROOM 223 - PROVIDE SPRING LOADED SAFETY GATE AT THE TOP OF THE STAIR (BETWEEN MAIN AND LOWER LEVEL) TO LIMIT TRAVEL TO THE LOWER LEVEL IN THE EVENT OF AN EMERGENCY. GATE SHALL MATCH HANDGUARD RAIL IN THE SPACE



Certification & Seal: I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date: _____ LIC. NO. 011505

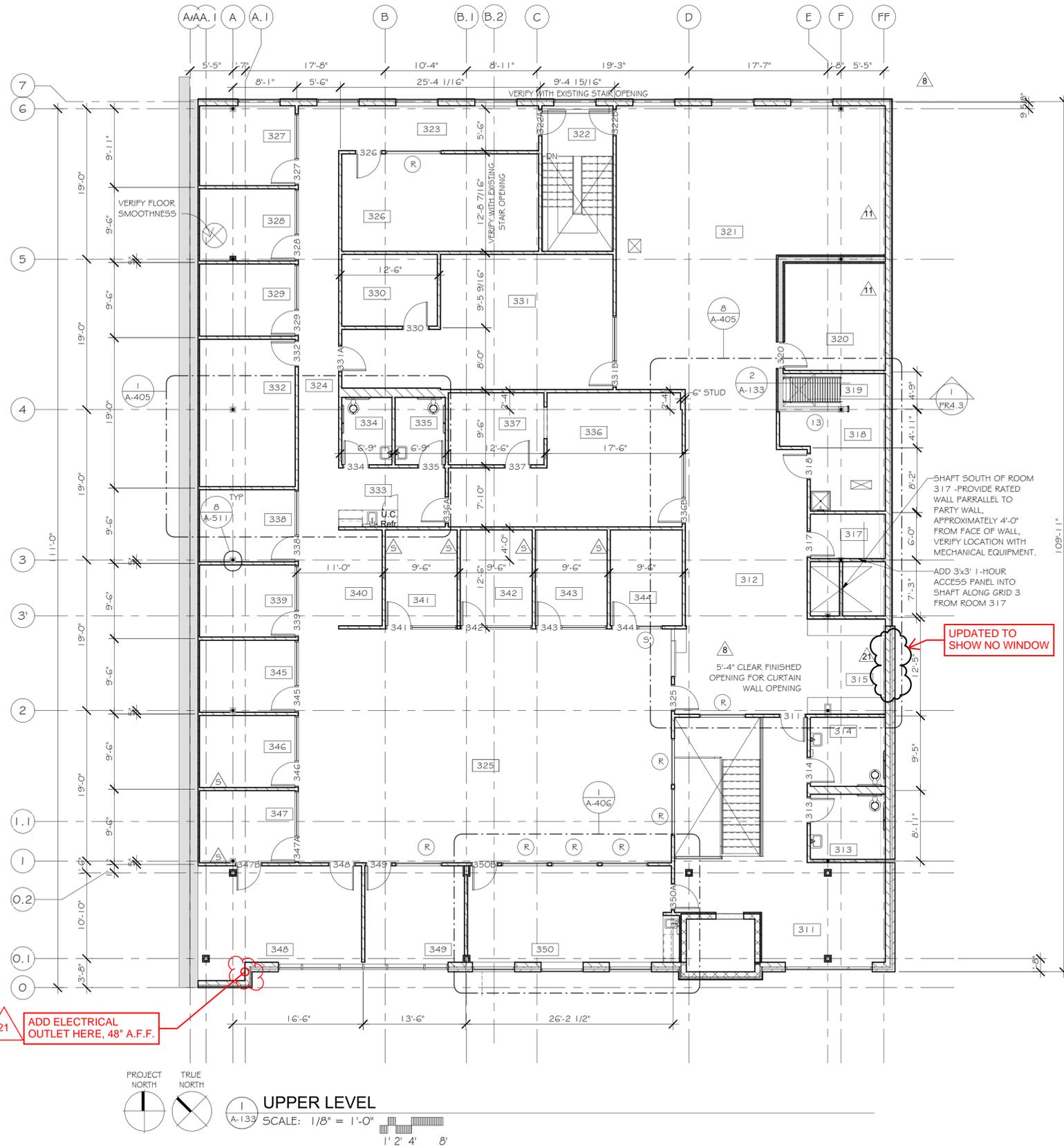
Richard P. Engan
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Engan Associates, P.A.

PROJECT # 777.01.1 DATE: 10/10/19
DRAWN BY: MJO CHECKED BY: BLM
OWNER: CITY OF MARSHALL

Revision	Date
1	ADDENDUM #1 10/23/19
4	ADDENDUM #4 11/05/19
7	PR#1 REVISED 04/29/20
8	PR#4 06/03/20
9	PR#4.1 06/03/20
10	ASI #1 03/06/20
11	ADD.#1 TO PR#4 07/09/20
12	CO#4 07/17/20
13	PR#5 08/11/20
16	ASI #3 8/18/20
18	ADD.#3 TO PR#4 09/21/20
21	ASI#4 11/18/20

MARSHALL MUNICIPAL BUILDING
MARSHALL, MN
MAIN LEVEL

A-132



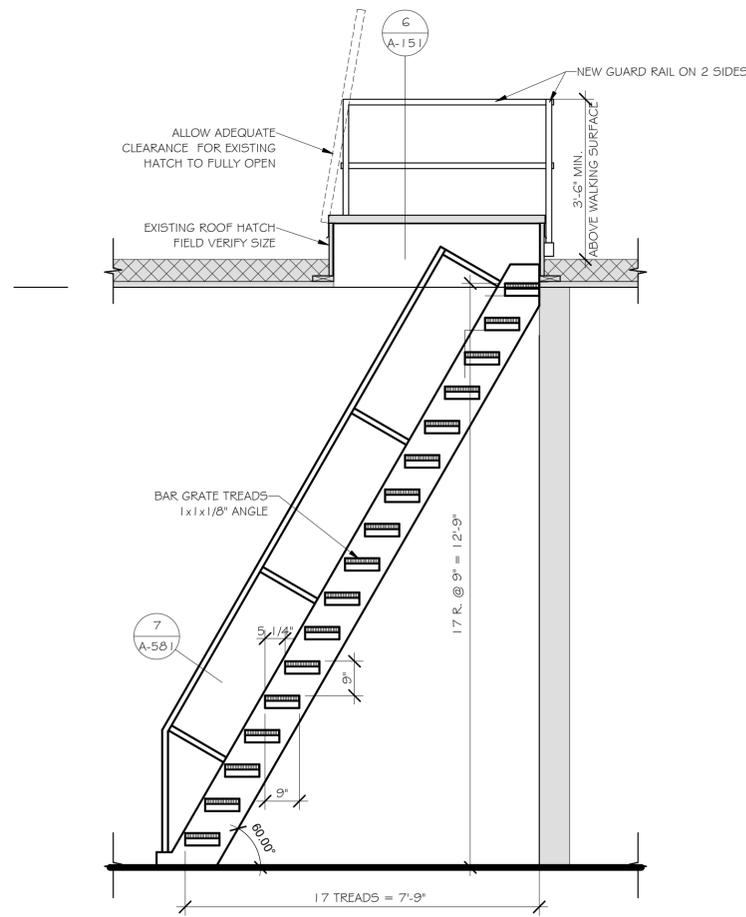
21 ADD ELECTRICAL OUTLET HERE, 48" A.F.F.

UPDATED TO SHOW NO WINDOW



UPPER LEVEL

ROOM FINISH SCHEDULE - UPPER LEVEL									
MARSHALL MUNICIPAL BUILDING - #777.01.1									
PR	ROOM SCHEDULE	CLNG.	WALLS				BASE	FLOOR	Comments
			NORTH	EAST	SOUTH	WEST			
311	LOBBY	1	2	9	2	2	1	A	
312	LOBBY	1	2	2	-	2	2		
313	RESTROOM	1	4	4	4	4	4		
314	RESTROOM	1	4	4	4	4	4		
315	LOBBY	1	2	9	2	-	2	A	
317	ENCLAVE	1	2	7	2	2	2		
318	MECHANICAL	5	7	7	2	2	2	D	
319	MECHANICAL	5	2	7	7	7	2	6	
320	CONFERENCE ROOM	1	2	2	2	2	2		
321	COLLABORATIVE WORKSPACE	1	2	2	2	2	2		
322	STAIRS LOBBY	5	2	2	2	2	2	6	
323	HALLWAY	1	2	2	2	-	2		
324	HALLWAY	1	2	2	2	2	2		
325	OPEN OFFICE	1	2	2	2	2	2		
326	CONFERENCE	1	2	2	2	2	2		
327	OFFICE	1	2	2	2	2	2		
328	OFFICE	1	2	2	2	2	2		
329	OFFICE	1	2	2	2	2	2		
330	OFFICE	1	2	2	2	2	2		
331	OFFICE SUITE	1	2	2	2	2	2		
332	SERVER ROOM	1	2	2	2	2	2	6	
333	CORRIDOR	1	2	2	2	-	2		
334	RESTROOM	1	4	4	4	4	4		
335	RESTROOM	1	4	4	4	4	4		
336	OFFICE SUITE	1	2	2	2	2	2		
337	OFFICE	1	2	2	2	2	2		
338	OFFICE	1	2	2	2	2	2		
339	OFFICE	1	2	2	2	2	2		
340	HALLWAY	1	2	2	2	2	2		
341	OFFICE	1	2	2	2	2	2		
342	OFFICE	1	2	2	2	2	2		
343	OFFICE	1	2	2	2	2	2		
344	OFFICE	1	2	2	2	2	2		
345	OFFICE	1	2	2	2	2	2		
346	OFFICE	1	2	2	2	2	2		
347	CITY ADMINISTRATOR	1	2	2	2	2	2		
348	CONFERENCE ROOM	1	2	2	2	2	2	A	
349	CONFERENCE ROOM	1	2	2	2	2	2		
350	CONFERENCE ROOM	1	2	2	2	2	2		



SHIPS LADDER - BID ALTERNATE

SCALE: 1/2" = 1'-0"



ENGAN ASSOCIATES
ARCHITECTS | INTERIOR DESIGNERS
shared vision. innovative design.

311 4th Street SW, P.O. Box 956, Willmar, MN 56201
320-235-0860 FAX: 320-235-0861 | www.engan.com



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STRUCTURAL ENGINEER
Alexandria, MN
320.808.4146 | www.AsceEngineering.com



McINERNEY ENGINEERING



PSE Power System Engineering, Inc.
609 3rd St
PO Box 15
Prestburg, MN 56281
(320) 978-9022

Certification # Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date: _____ LIC. NO. 011505

Richard P. Engan
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PROJECT # 777.01.1 DATE: 10/10/19
DRAWN BY: MJO CHECKED BY: BLM
OWNER: CITY OF MARSHALL

Revision	Description	Date
1	ADDENDUM #1	10/23/19
3	ADDENDUM #3	11/01/19
4	ADDENDUM #4	11/05/19
8	PR#4	06/03/20
11	ADD #1 TO PR#4	07/09/20
12	CO#4	07/17/20
14	RF#2G	08/13/20
21	ASI#4	11/18/20

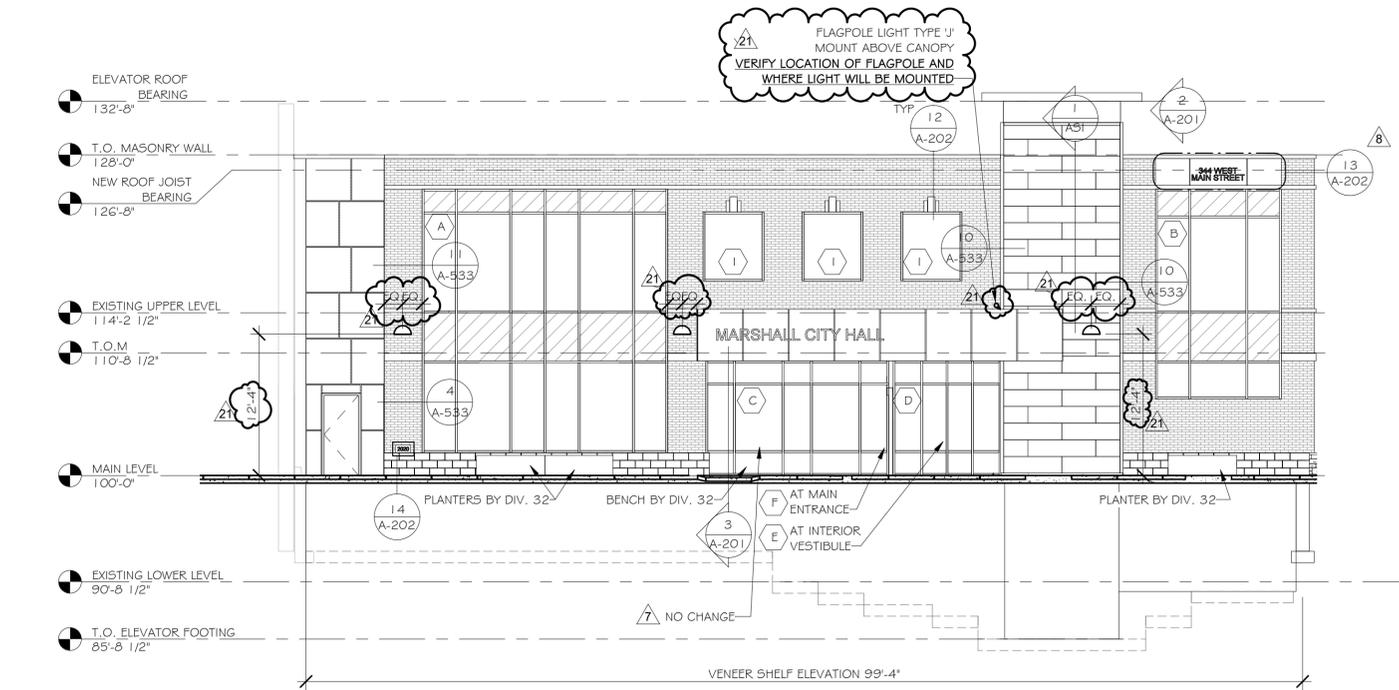
MARSHALL MUNICIPAL BUILDING

MARSHALL, MN

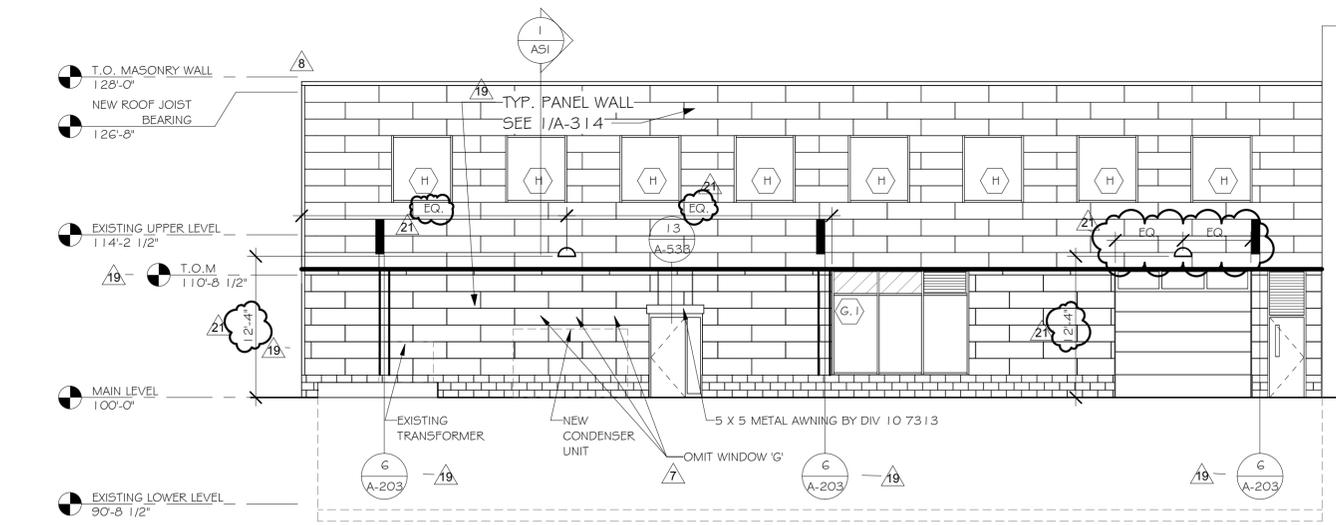
UPPER LEVEL

A-133

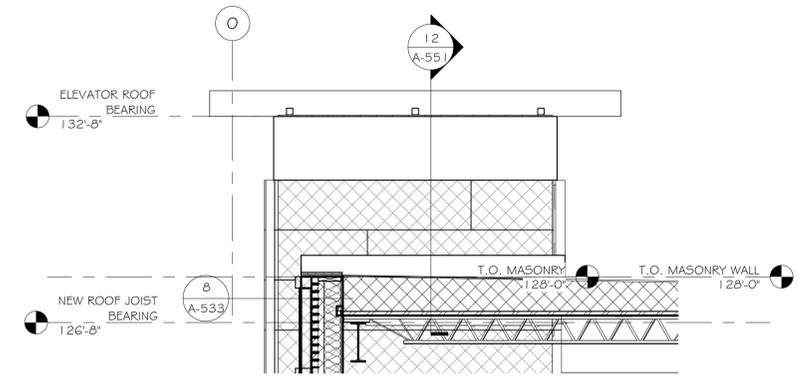
SEE SHEET A-131 FOR GENERAL NOTES



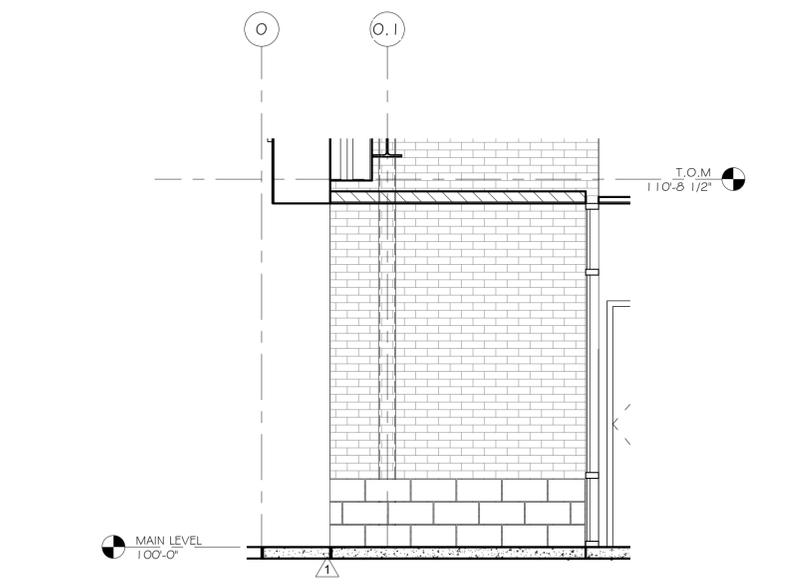
1 SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"
 1' 2' 4' 8'



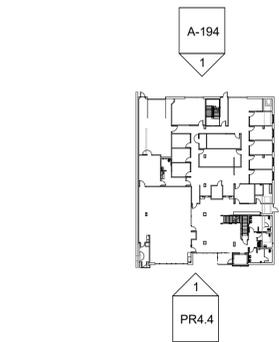
5 NORTH ELEVATION
 SCALE: 1/8" = 1'-0"
 1' 2' 4' 8'



2 EAST ELEVATION (NORTH AND WEST SIM)
 SCALE: 3/8" = 1'-0"
 4' 8' 1'-4' 2'-8'



3 WEST ELEVATION
 SCALE: 3/8" = 1'-0"
 4' 8' 1'-4' 2'-8'



KEY PLAN



ENGAN ASSOCIATES
 ARCHITECTS | INTERIOR DESIGNERS
 shared vision. innovative design.
 311 4th Street SW, P.O. Box 956, Willmar, MN 56201
 320-235-0860 FAX: 320-235-0861 | www.engan.com

ASCHE ENGINEERING
 STRUCTURAL ENGINEER
 Alexandria, MN
 320.808.4146 | www.AscheEngineering.com

MCINERNEY ENGINEERING

PSE Power System Engineering, Inc.
 609 3rd St.
 PO Box 15
 Prinsburg, MN 56281
 (320) 978-8022

Certification & Seal:
 I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date: _____ LIC. NO. 011505

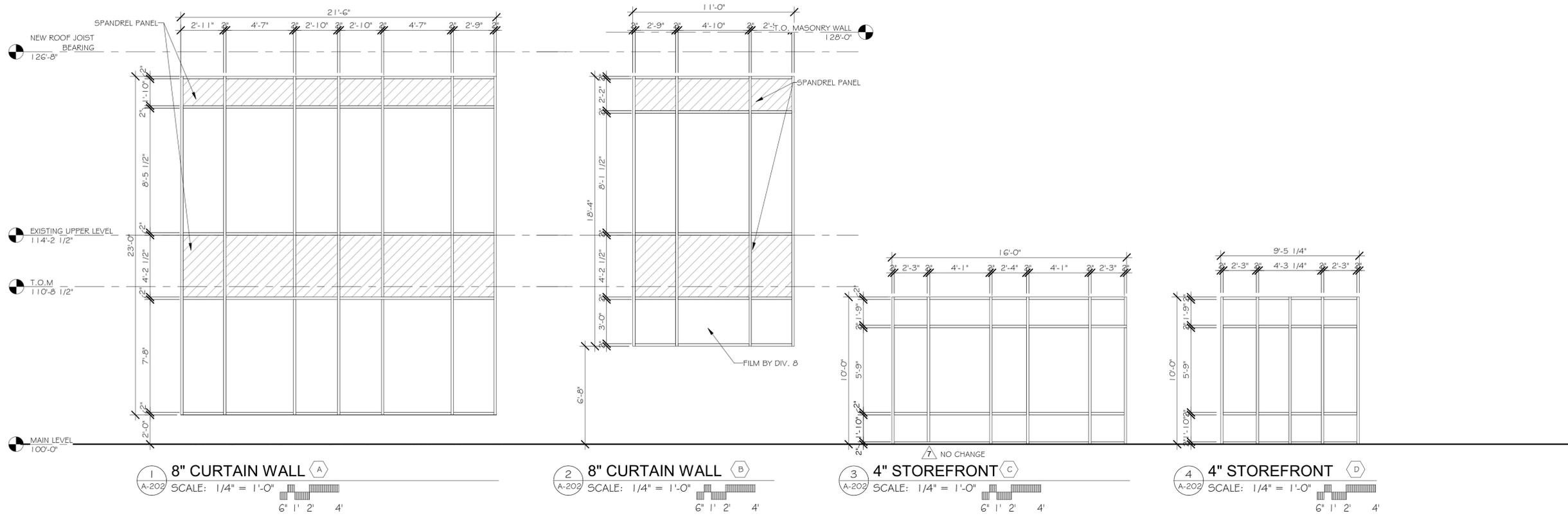
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 Engan Associates, P.A.

PROJECT # 777.01.1 DATE: 10/10/19
 DRAWN BY: MJO CHECKED BY: BLM
 OWNER: CITY OF MARSHALL

Revision	Description	Date
1	ADDENDUM #1	10/23/19
7	PR#1 REVISED	04/29/20
8	PR#4	06/03/20
19	ADD #4 TO PR#4	10/27/20
21	AS1#4	11/18/20

MARSHALL MUNICIPAL BUILDING
 MARSHALL, MN
 EXTERIOR ELEVATIONS

A-201

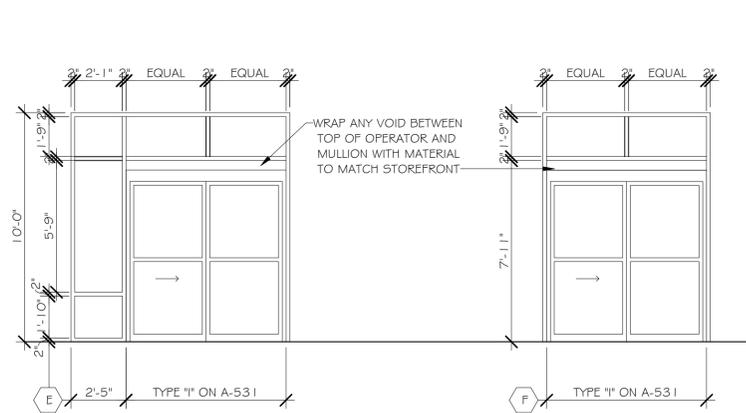


1 8" CURTAIN WALL A
A-202 SCALE: 1/4" = 1'-0"
6' 1' 2' 4'

2 8" CURTAIN WALL B
A-202 SCALE: 1/4" = 1'-0"
6' 1' 2' 4'

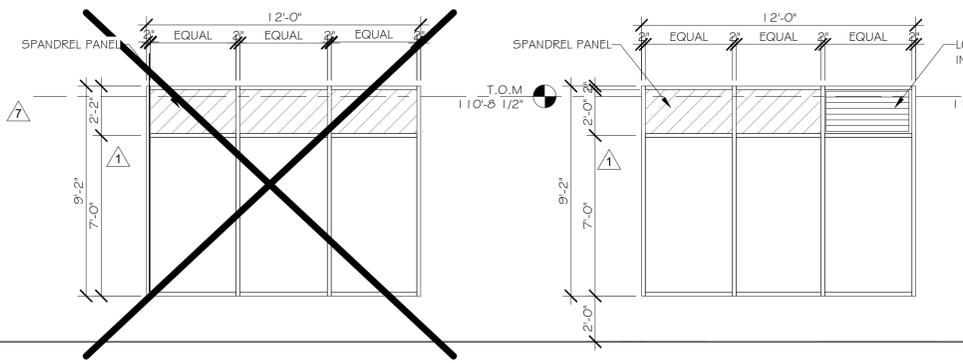
3 4" STOREFRONT C
A-202 SCALE: 1/4" = 1'-0"
6' 1' 2' 4'

4 4" STOREFRONT D
A-202 SCALE: 1/4" = 1'-0"
6' 1' 2' 4'



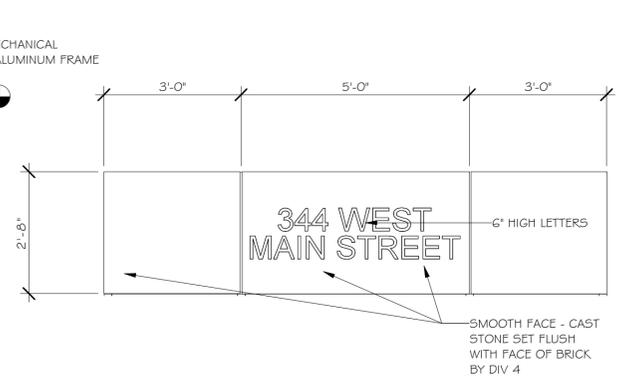
5 LOBBY ENTRANCE DOORS
A-202 SCALE: 1/4" = 1'-0"
1' 2' 4' 8'

6 ENTRANCE DOORS
A-202 SCALE: 1/4" = 1'-0"
1' 2' 4' 8'

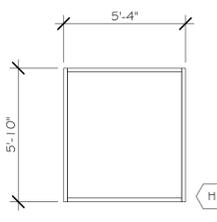


7 4" STOREFRONT G
A-202 SCALE: 1/4" = 1'-0"
6' 1' 2' 4'

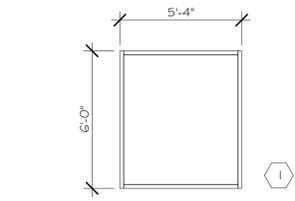
8 4" STOREFRONT G.1
A-202 SCALE: 1/4" = 1'-0"
1' 2' 4' 8'



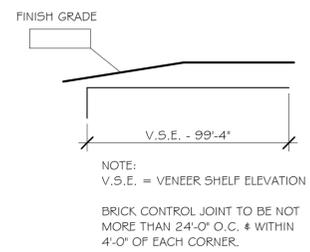
13 CASTSTONE ADDRESS
A-202 SCALE: 1/2" = 1'-0"
3' 6' 1' 2'



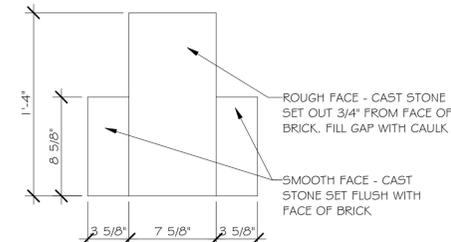
9 4" STOREFRONT
A-202 SCALE: 1/4" = 1'-0"
6' 1' 2' 4'



10 4" STOREFRONT
A-202 SCALE: 1/4" = 1'-0"
1' 2' 4' 8'



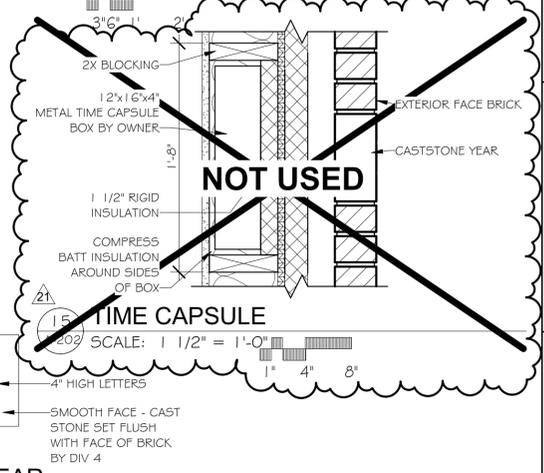
11 VENEER SHELF ELEVATION DETAIL
A-202 SCALE: 1/2" = 1'-0"
3' 6' 1' 2'



12 KEYSTONE BY DIV. 4
A-202 SCALE: 1 1/2" = 1'-0"
1' 2' 4' 8'



14 CASTSTONE YEAR
A-202 SCALE: 1 1/2" = 1'-0"
1' 4' 8'



15 TIME CAPSULE
A-202 SCALE: 1 1/2" = 1'-0"
1' 4' 8'



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Certification # Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date: _____ LIC. NO. 011505

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PROJECT # 777.01.1 DATE: 10/10/19
DRAWN BY: MJO CHECKED BY: BLM
OWNER: CITY OF MARSHALL

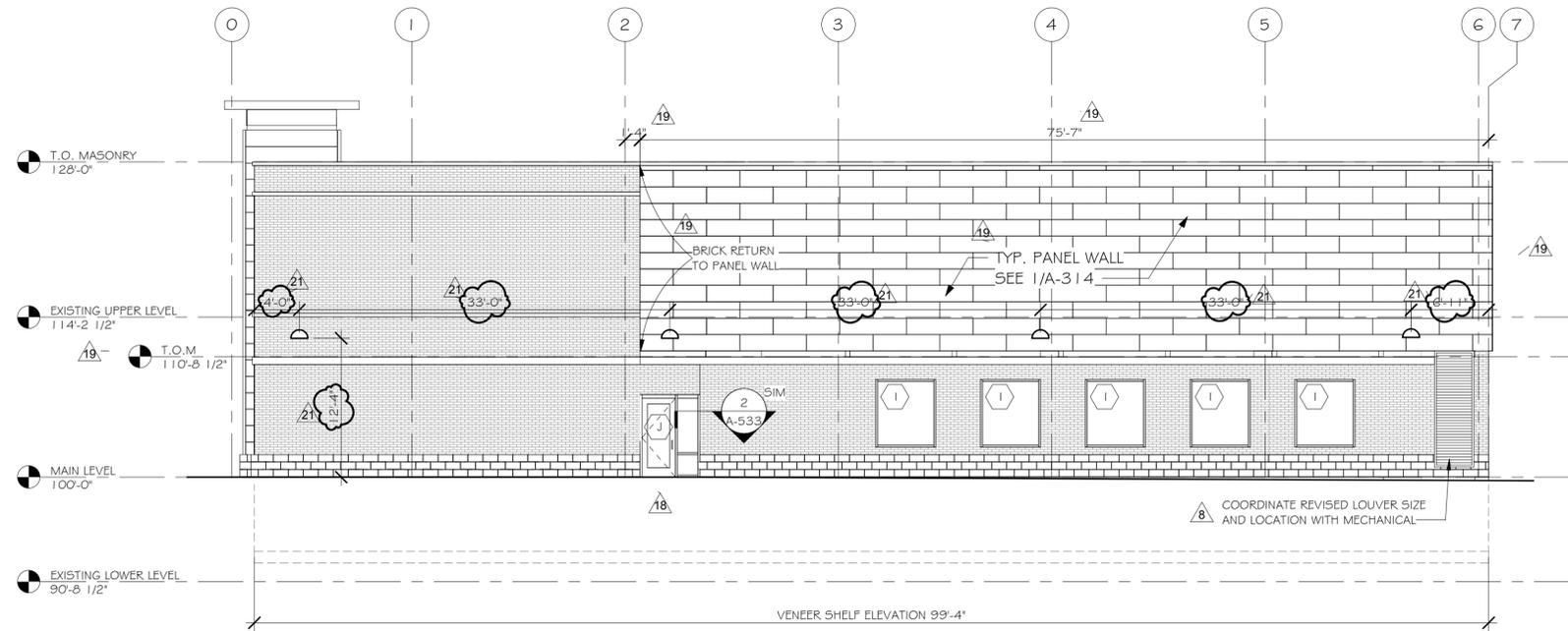
Revision	Description	Date
1	ADDENDUM #1	10/23/19
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21	ASI#4	11/18/20

MARSHALL
MUNICIPAL
BUILDING

MARSHALL, MN

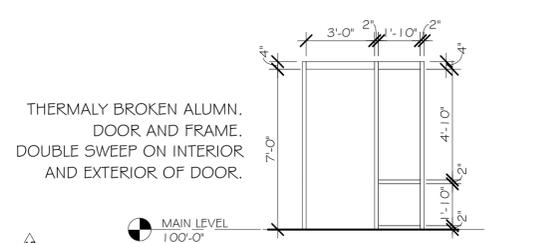
EXTERIOR WINDOWS AND
DETAILS

A-202



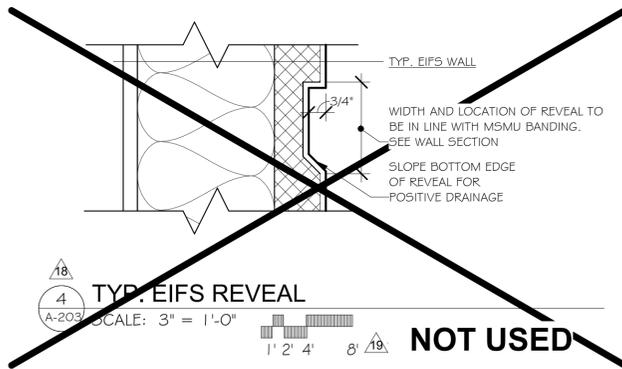
EAST ELEVATION

SCALE: 1/8" = 1'-0"
T.O.M. 110'-8 1/2"



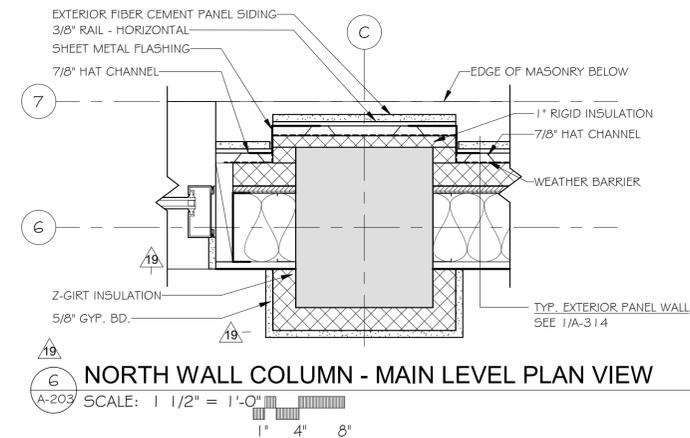
4" STOREFRONT

SCALE: 1/4" = 1'-0"
MAIN LEVEL 100'-0"



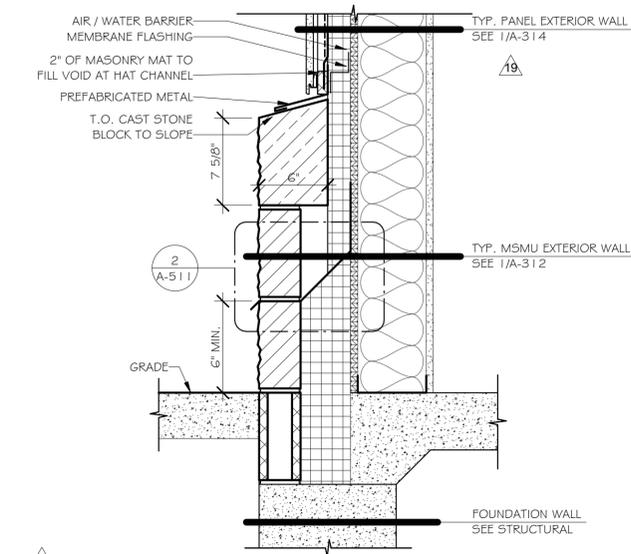
TYP. EIFS REVEAL

SCALE: 3" = 1'-0"
NOT USED



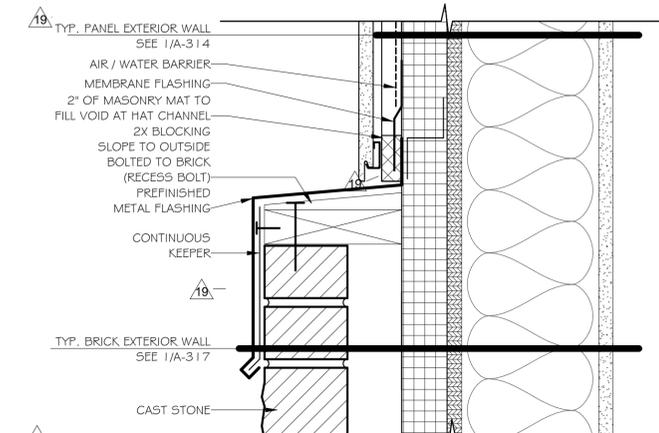
NORTH WALL COLUMN - MAIN LEVEL PLAN VIEW

SCALE: 1 1/2" = 1'-0"



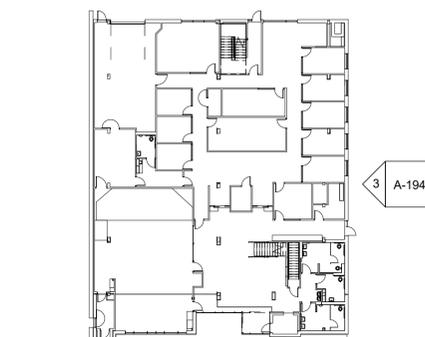
VENER SHELF DETAIL @ PANEL WALL

SCALE: 1 1/2" = 1'-0"



BRICK CAP DETAIL @ PANEL WALL

SCALE: 3" = 1'-0"



KEY PLAN

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Certification & Seal:
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the state of Minnesota. Date: _____ LIC. NO. 011505

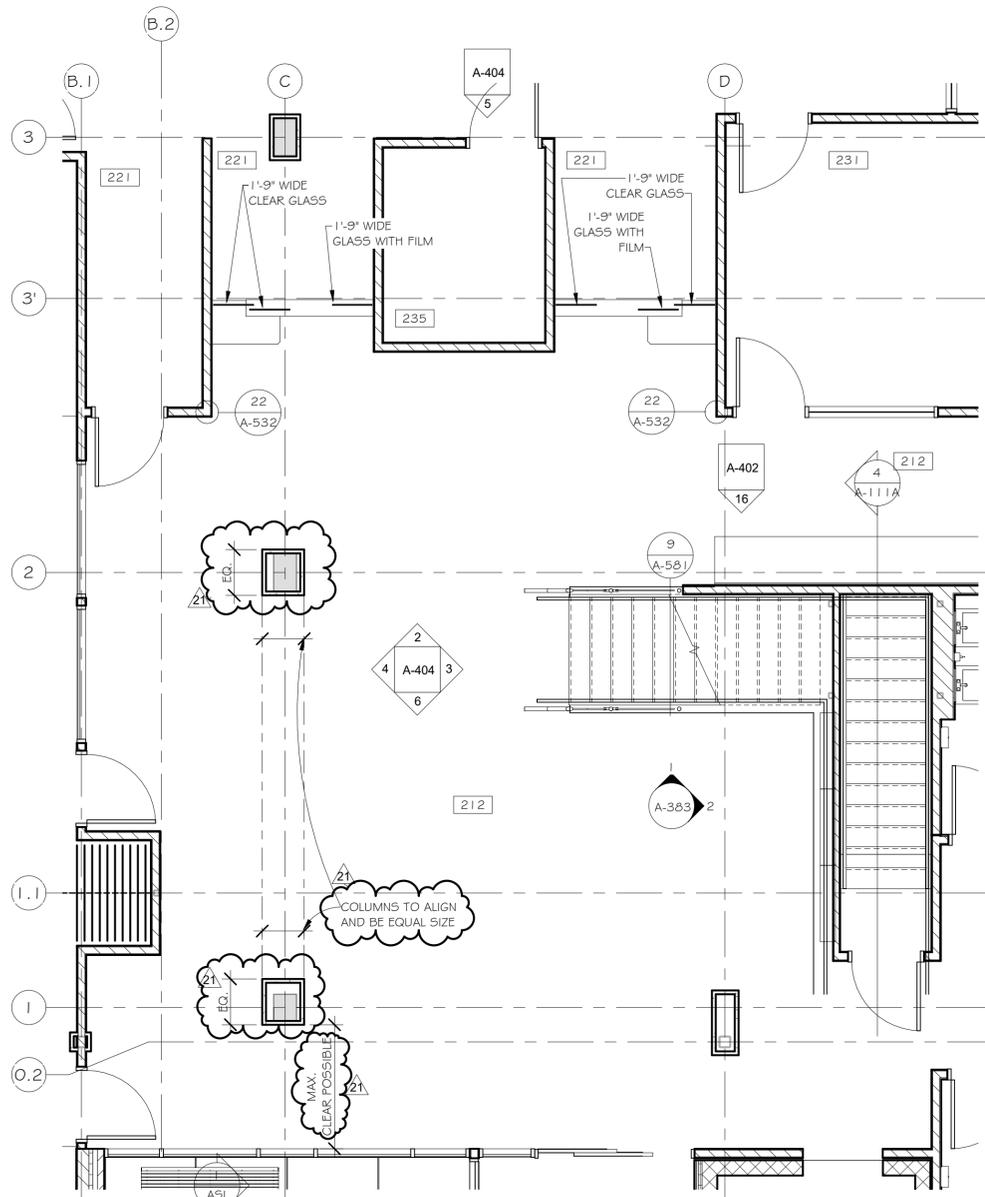
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PROJECT # 777.01.1 DATE: 10/10/19
DRAWN BY: MJO CHECKED BY: BLM
OWNER: CITY OF MARSHALL

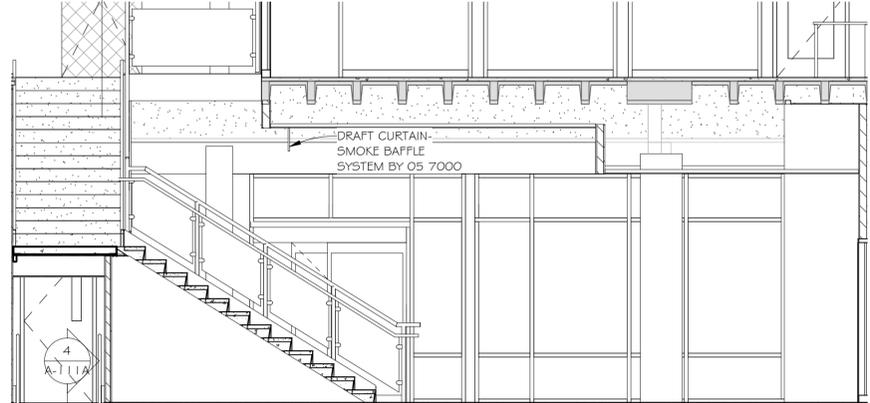
Revision	PR#4	Date
0		06/03/20
1	ADD #1 TO PR#4	07/09/20
1B	ADD #3 TO PR#4	09/21/20
19	ADD #4 TO PR#4	10/27/20
21	AS#4	11/18/20

MARSHALL
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MARSHALL, MN
EXTERIOR ELEVATION

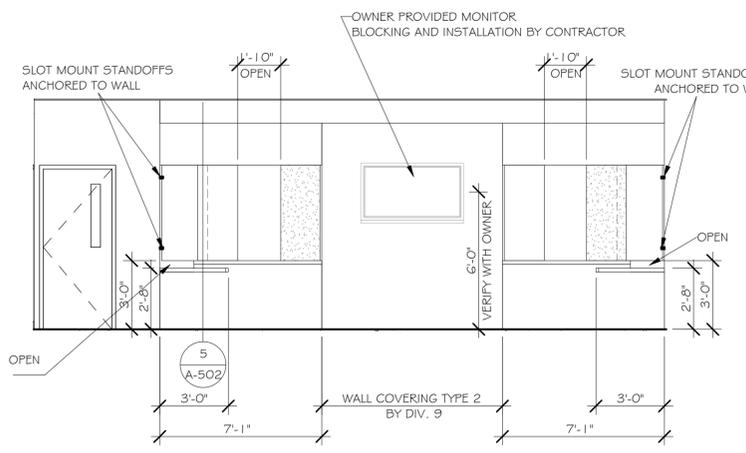
A-203



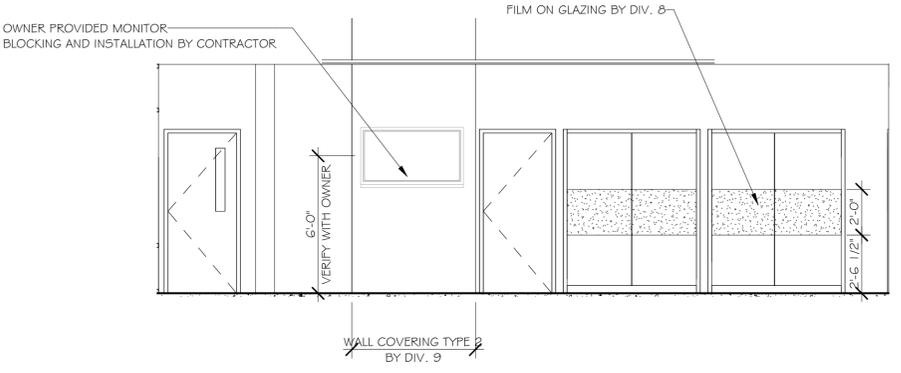
1 1/4" PLAN LOBBY
A-404 SCALE: 1/4" = 1'-0"



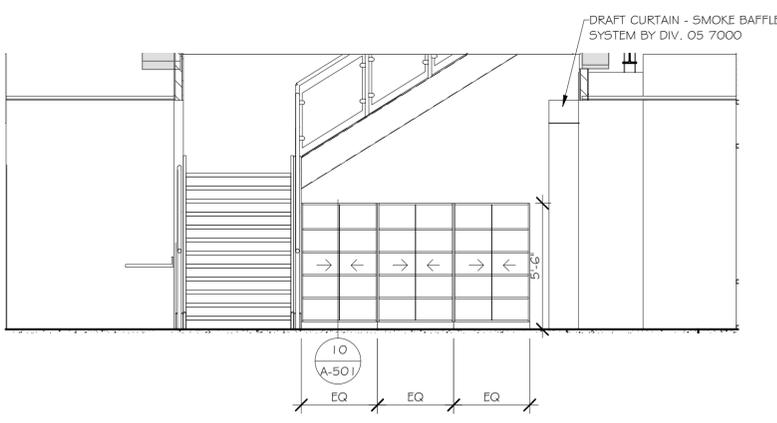
6 LOBBY
A-404 SCALE: 1/4" = 1'-0"



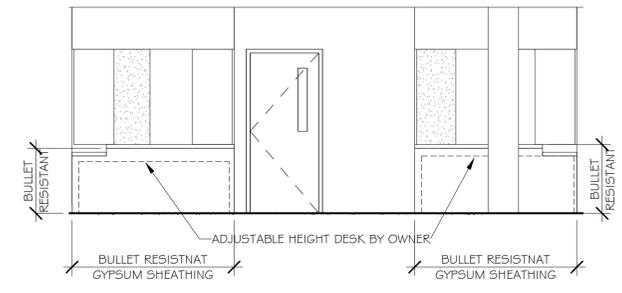
2 LOBBY - RECEPTION
A-404 SCALE: 1/4" = 1'-0"



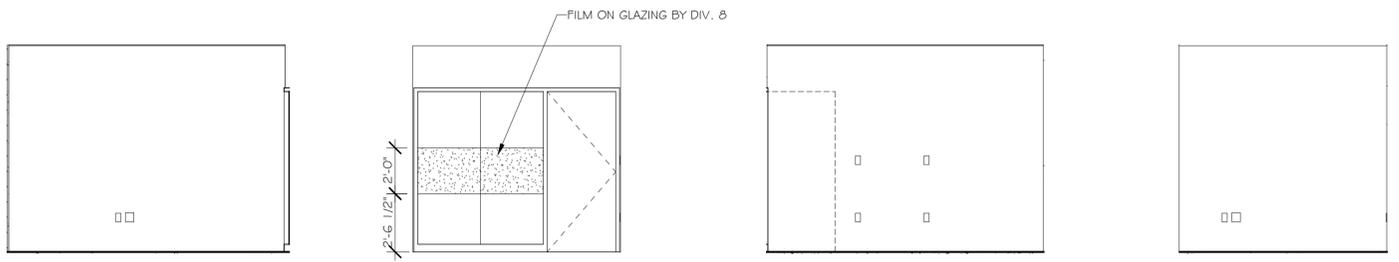
4 LOBBY
A-404 SCALE: 1/4" = 1'-0"



3 LOBBY
A-404 SCALE: 1/4" = 1'-0"



5 KIOSK
A-404 SCALE: 1/4" = 1'-0"



7 TYPICAL OFFICE
A-404 SCALE: 1/4" = 1'-0"

8 TYPICAL OFFICE
A-404 SCALE: 1/4" = 1'-0"

9 TYPICAL OFFICE
A-404 SCALE: 1/4" = 1'-0"

10 TYPICAL OFFICE
A-404 SCALE: 1/4" = 1'-0"



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Certification # 5eal:
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Richard P. Engan
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PROJECT # 777.01.1 DATE: 10/10/19
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OWNER: CITY OF MARSHALL

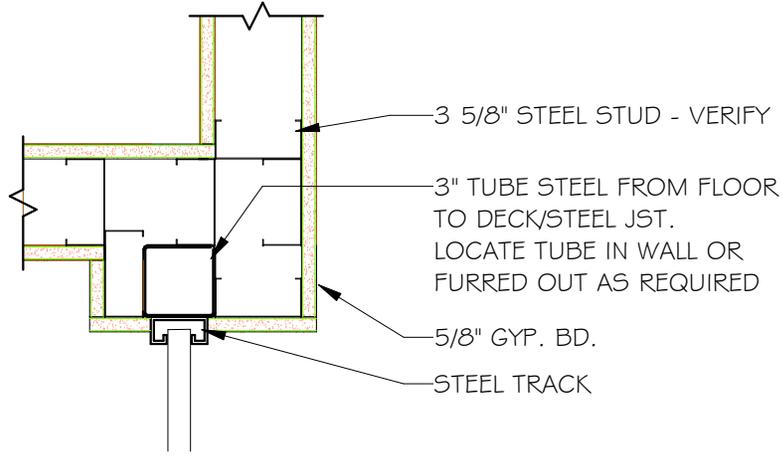
Revision	Date
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MARSHALL
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INTERIOR ELEVATIONS - LOBBY
LOBBY

A-404



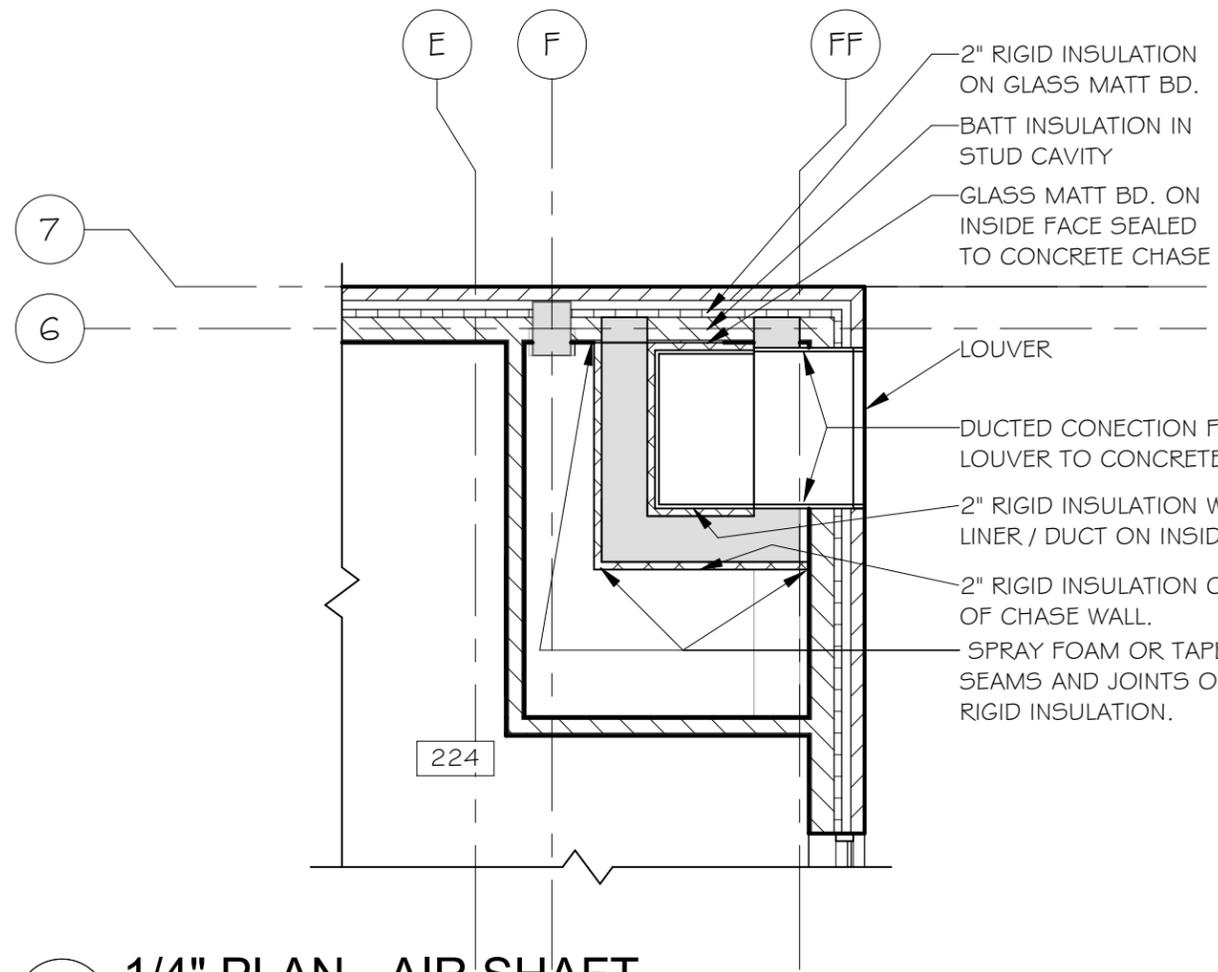
1 COILING GRILL JAMB- ALT. DETAIL

A-532a SCALE: 1 1/2" = 1'-0"

1" 4" 8"

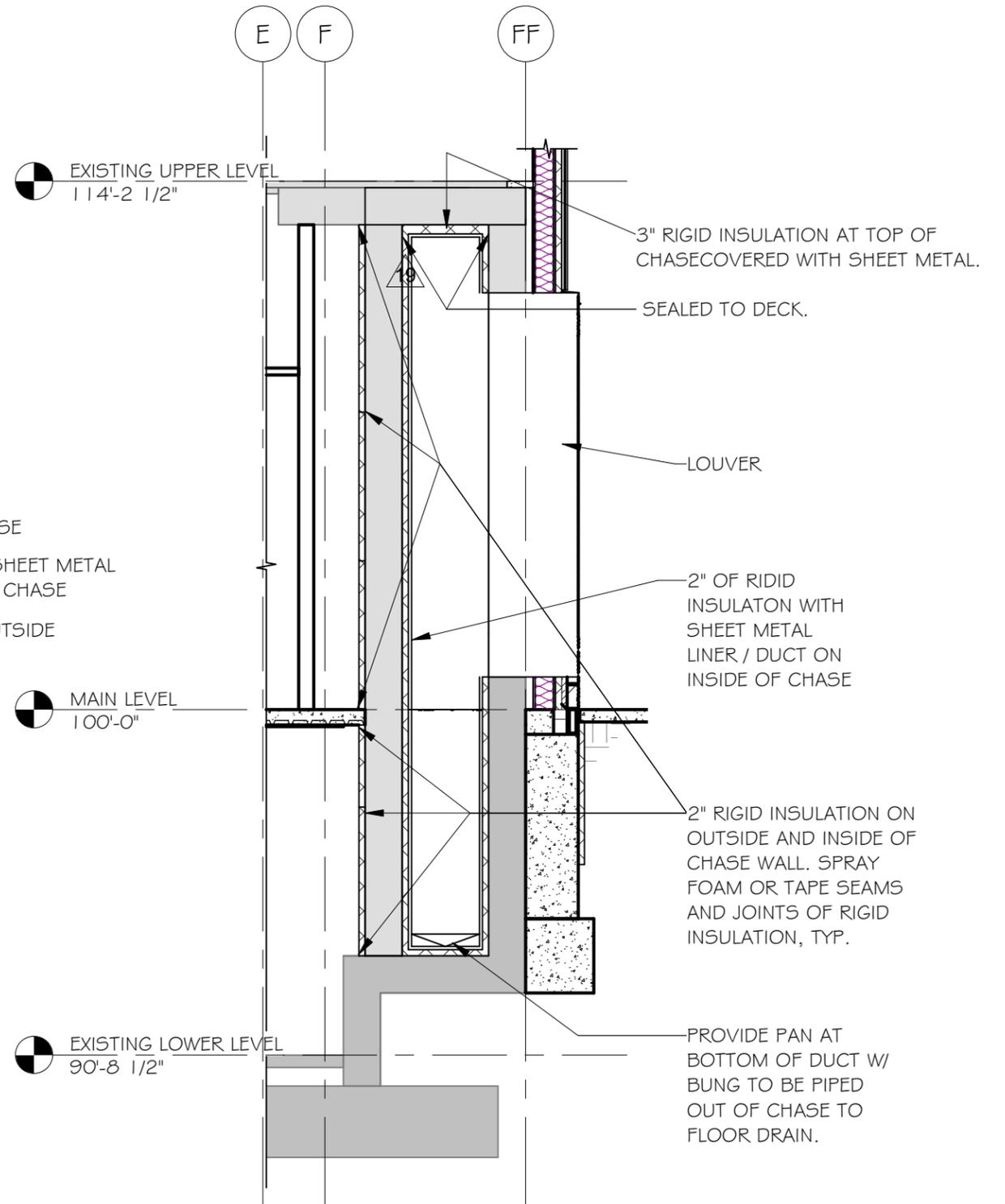
PROJECT #	777.01.1
DRAWN BY	Author
CHECKED BY	Chicklet
OWNER:	MARSHALL CITY
DATE:	10/10/19
REVISID:	11/25/20

MARSHALL
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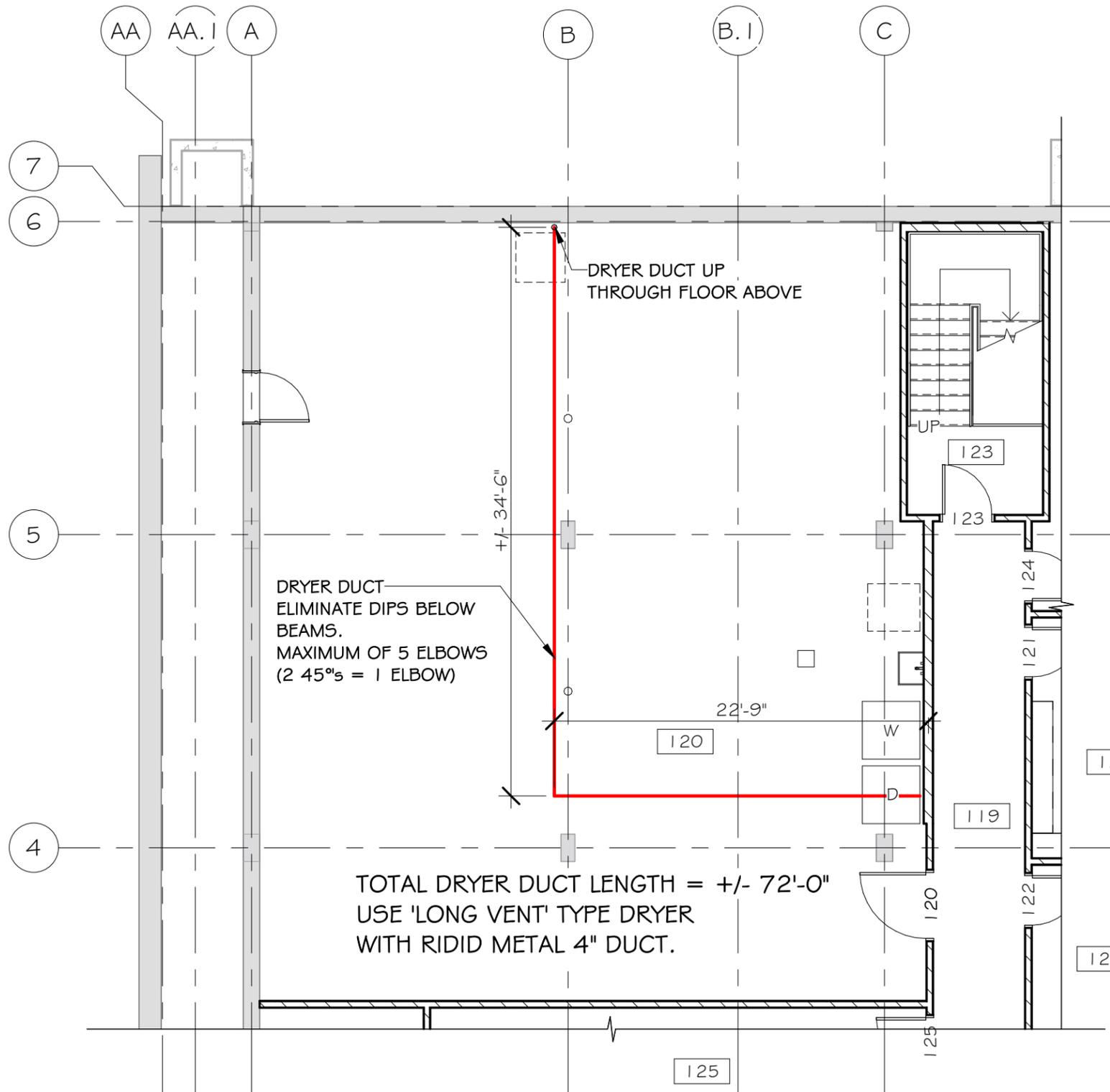
1 1/4" PLAN - AIR SHAFT

ASI 4. SCALE: 1/4" = 1'-0"
 6" 1' 2' 4'



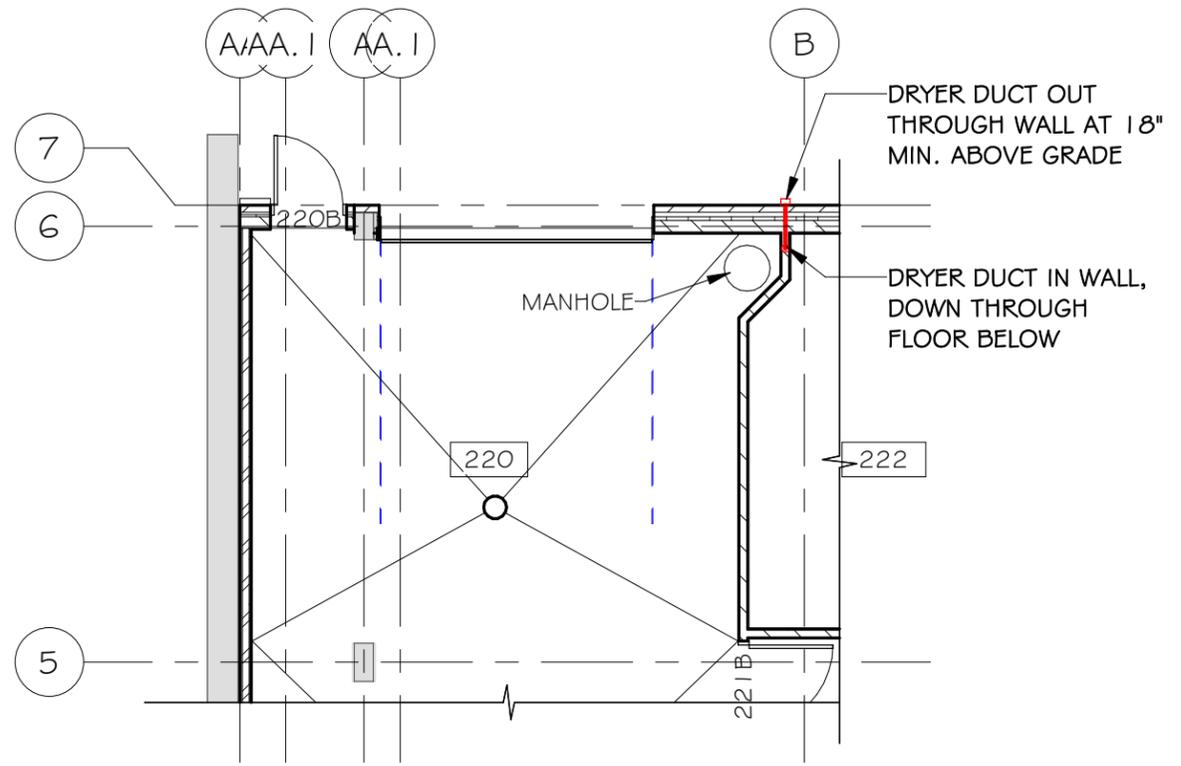
2 SECTION @ AIR SHAFT

ASI 4. SCALE: 1/4" = 1'-0"
 6" 1' 2' 4'



1 LOWER LEVEL- DRYER DUCT PLAN

ASI 4.2 SCALE: 1/8" = 1'-0"



2 MAIN LEVEL- DRYER DUCT PLAN

ASI 4.2 SCALE: 1/8" = 1'-0"

EXHAUST LENGTH

No. of 90° Elbows	RECOMMENDED MAXIMUM LENGTH	
	Exhaust Hood Types	
	Recommended	Use only for short run installations
	Rigid Metal	Rigid Metal
0	150 Feet	125 Feet
1	135 Feet	115 Feet
2	125 Feet	105 Feet
3	115 Feet	95 Feet
4	105 Feet	85 Feet
5	95 Feet	75 Feet

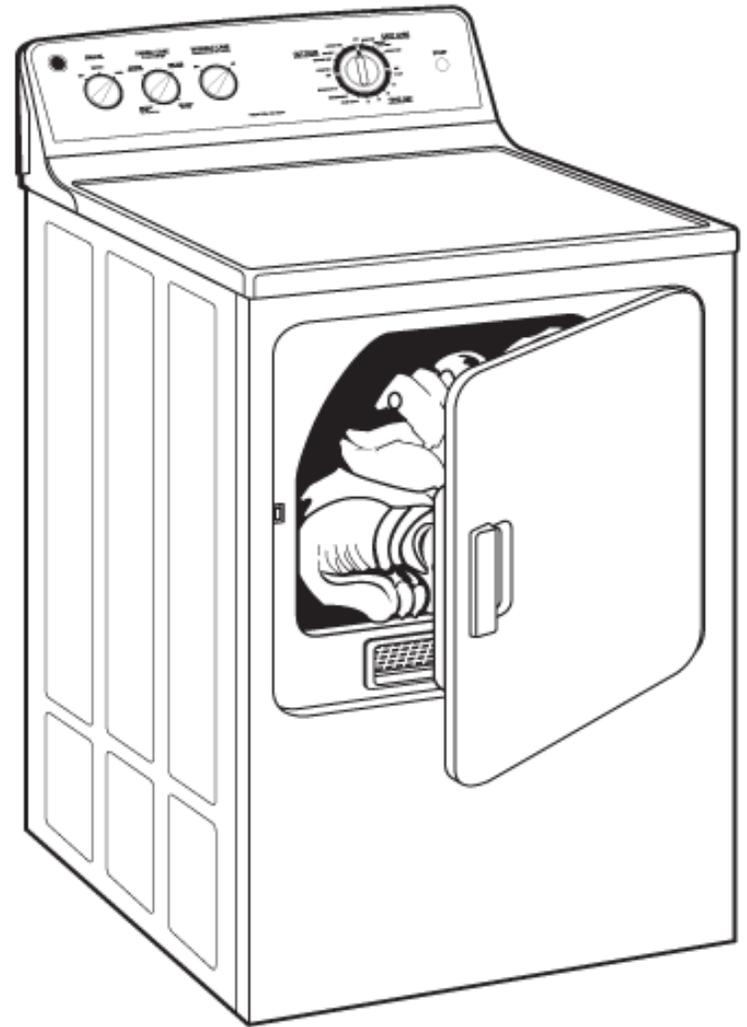
GTDL310EM

INTENDED FUTURE DRYER OR SIMILAR (LONG VENT)

GE® Long Vent 7.0 Super cu. ft. capacity DuraDrum™ electric dryer

Features and Benefits

- Auto Dry - Monitors air temperature with an automatic thermostat and ends the cycle when clothes are properly dried
- DuraDrum™ interior - Durable, scratch-resistant interior is designed for years of dependable service
- Rotary electromechanical controls - Easy-to-use controls make it simple to set cycles
- 4 heat selections - Provide the right temperatures for your clothes-drying needs
- Wrinkle Care Extended Tumble - Continues to tumble clothes without heat to help prevent wrinkling and creasing
- Quick Fluff™ - Delivers ready-to-go results in minutes with no heat
- Up to 150 ft. venting capability - 150 ft. equivalent venting provides flexible installation
- Model GTDL310EMWS - White on white



For answers to your Monogram,® GE Profile™ or GE® appliance questions, visit our website at geappliances.com or call GE Answer Center® service, 800.626.2000.



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Item 12.



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Specification Revised 6/11

Page 73

GTDL310EM

GE® Long Vent 7.0 Super cu. ft. capacity DuraDrum™ electric dryer

Dimensions and Installation Information (in inches)

Exhaust Options:

3-way via rear, right and bottom.

NEMA Receptacle codes:

3-prong dryer cord/30A/4' long (cat #WX9X2) is for NEMA10-30R receptacle

4-prong dryer cord/30A/4' long (cat #WX9X18) is for NEMA14-30R receptacle

Circuit Requirements:

An individual, properly-grounded branch circuit, protected by a 30-amp circuit breaker or a time-delay fuse, is required.

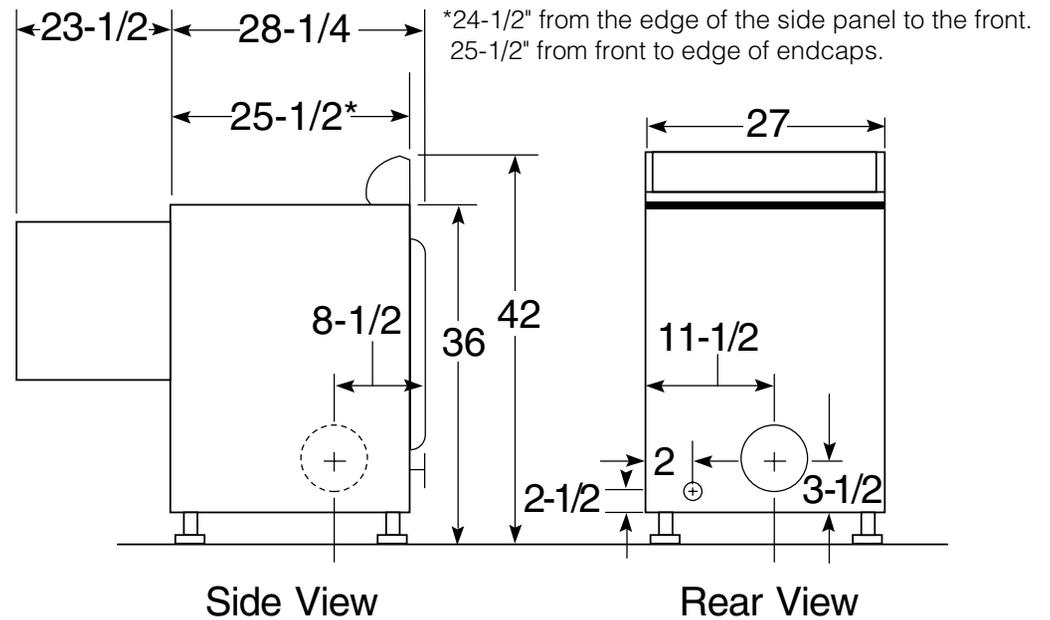
Electric Dryer Rating:

240V, 5600W, 24A, 60Hz

208V, 4400W, 22A, 60Hz

Note: Dryer wall outlet must be located within 36" of service cord entry and accessible when dryer is mounted in position.

Installation Information: For complete information, see installation instructions packed with your dryer.



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GTDL310EM

GE® Long Vent 7.0 Super cu. ft. capacity DuraDrum™ electric dryer

Dimensions and Installation Information (in inches)

For complete information, see installation instructions packed with your dryer.

Ducting Materials:

For best performance, this dryer should be vented with 4" diameter all rigid metal exhaust duct. If rigid metal duct cannot be used, then UL-listed flexible metal (semi-rigid) ducting can be used (Kit WX08X10077). In special installations, it may be necessary to connect the dryer to the house vent using a flexible metal (foil-type) duct. A UL-listed flexible metal (foil-type) duct may be used ONLY in installations where rigid metal or flexible metal (semi-rigid) ducting cannot be used AND where a 4" diameter can be maintained throughout the entire length of the transition duct. Please see installation instruction packed with your dryer for complete instructions when using flexible metal (foil type) ducting.

Exhaust Length Calculation:

1. Determine the number of 90° turns needed for your installation. If you exhaust to the side or bottom of dryer, add one turn.
2. The maximum length of 4" rigid (aluminum or galvanized) duct which can be tolerated is shown in the table.

A turn of 45° or less may be ignored. Two 45° turns within the duct length should be treated as a 90° elbow.

A turn over 45° should be treated as a 90° elbow.

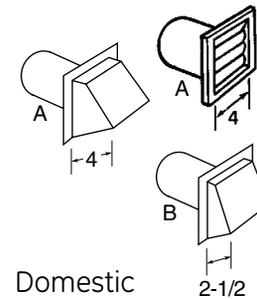
Dryers **must** be exhausted to the outside.

Caution: For personal safety do not terminate exhaust into a chimney, under any enclosed house floor (crawl space), or into an attic, since the accumulated lint could create a fire hazard or moisture could cause damage. Never terminate the exhaust into a common duct or plenum with a kitchen exhaust, since the combination of lint and grease could create a fire hazard.

Exhaust ducts should be terminated in a dampered wall cap to prevent back drafts, bird nesting, etc. The wall cap must also be located at least 12" above the ground or any other obstruction with the opening pointed down.

For more information on venting kits and accessories, please call 1-800-GE CARES.

For answers to your Monogram®, GE Profile™ or GE® appliance questions, visit our website at geappliances.com or call GE Answer Center® service, 800.626.2000.



		Best performance	
		Maximum length of 4" dia. rigid metal duct	
		Exhaust hood type	
Domestic dryer models	Number of 90° turns	A 4" opening	B 2-1/2" opening
	0	150 ft.	125 ft.
	1	135 ft.	115 ft.
	2	125 ft.	105 ft.
	3	115 ft.	95 ft.
GTDL310	4	105 ft.	85 ft.
GTDL200	5	95 ft.	75 ft.

Special Installation Requirements

Alcove or Closet Installation:

- If your dryer is approved for installation in an alcove or closet, it will be stated on a label on the dryer back.
- The dryer **MUST** be exhausted to the outside.
- Minimum clearances between dryer cabinet and adjacent walls or other surfaces are:
 - 0" either side
 - 3" front and rear
- Minimum vertical space from floor to overhead cabinets, ceilings, etc. is 52"
- Closet doors must be louvered or otherwise ventilated and must contain a minimum of 60 sq. in. of open area equally distributed. If this closet contains both a washer and a dryer, doors must contain a minimum of 120 sq. in. of open area equally distributed.
- No other fuel-burning appliance shall be installed in the same closet with a gas dryer.

Bathroom or Bedroom Installation:

- The dryer **MUST** be exhausted to the outdoors.
- The installation must conform with the local codes, or in the absence of local codes, with the National Electric Code and National Fuel Gas Code, ANSI Z223 for gas dryers.

Minimum Clearances other than Alcove or Closet Installation:

- Minimum clearances to combustible surfaces
 - 0" both sides
 - 3" rear



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Installation Instructions

Electric Dryer 07

Questions on Installation? Call: 800.GE.CARES (US)
or visit our web site at: www.GEAppliances.com (US)

BEFORE YOU BEGIN

Read these instructions completely and carefully.

- **IMPORTANT**- Save these instructions for local inspector's use.
- **IMPORTANT**- Observe all governing codes and ordinances.
- **Note to Installer** - Be sure to leave these instructions with the customer.
- **Note to Customer** - Keep these instructions with your Owner's Manual for future reference.
- Before the old dryer is removed from service or discarded, remove the dryer door.
- Service information and the wiring diagram are located in the control console.
- Do not allow children on or in the appliance. Close supervision of children is necessary when the appliance is used near children.
- Install the dryer where the temperature is above 50°F for satisfactory operation of the dryer control system.
- Product failure due to improper installation is not covered under the Warranty.

⚠WARNING RISK OF FIRE

- To reduce the risk of severe injury or death, follow all installation instructions.
- Clothes dryer installation must be performed by a qualified installer.
- Install the clothes dryer according to these instructions and in accordance with local codes.
- This dryer must be exhausted to the outdoors.
- Use only rigid metal 4" diameter ductwork inside the dryer cabinet and use only UL approved transition ducting between the dryer and the home duct.
- **DO NOT** install a clothes dryer with flexible plastic ducting materials. If flexible metal (semi-rigid or foil-type) duct is installed, it must be UL listed and installed in accordance with the instructions found in "Connecting The Dryer To House Vent" on pages 4-5 of this manual. Flexible venting materials are known to collapse, be easily crushed, and trap lint. These conditions will obstruct dryer airflow and increase the risk of fire.
- Do not install or store this appliance in any location where it could be exposed to water and or weather.
- Save these instructions. (Installers: Be sure to leave these instructions with the customer).

NOTE: Installation and service of this dryer requires basic mechanical and electrical skills. It is your responsibility to contact a qualified installer to make the electrical connections.

TOOLS YOU WILL NEED



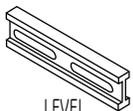
SLIP JOINT PLIERS



FLAT BLADE SCREWDRIVER

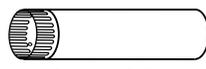


PHILLIPS SCREWDRIVER

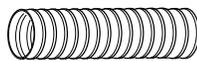


LEVEL

MATERIALS YOU WILL NEED



4" DIA. METAL DUCT (RECOMMENDED)



4" DIA. FLEXIBLE METAL (SEMI-RIGID) UL LISTED TRANSITION DUCT (IF NEEDED) KIT WX08X10077 (INCLUDES 2 ELBOWS)



4" DIA. FLEXIBLE METAL (FOIL TYPE) UL LISTED TRANSITION DUCT (IF NEEDED.)



4" DUCT CLAMPS (2)

OR
4" SPRING CLAMPS (2)



4" COVER PLATE (IF NEEDED) (KIT WE1M454)



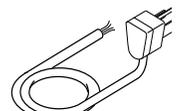
4" DIA. METAL ELBOW



EXHAUST HOOD



SAFETY GLASSES



DRYER POWER CORD KIT (NOT PROVIDED WITH DRYER)

UL RATED 120/240V, 30A WITH 3 OR 4 PRONGS. IDENTIFY THE PLUG TYPE AS PER THE HOUSE RECEPTACLE BEFORE PURCHASING LINE CORD.



DUCT TAPE



GLOVES



3/4" STRAIN RELIEF UL RECOGNIZED

- Step 1 Prepare the area and exhaust for installation of new dryer (see section 1).
- Step 2 Check and ensure the existing external exhaust is clean (see section 1) and meets attached installation specifications (see section 3).
- Step 3 Remove the foam shipping pads (see section 1).
- Step 4 Move the dryer to the desired location.
- Step 5 Connect the power supply (see section 2).
- Step 6 Connect the external exhaust (see section 4).

- Step 7 Level your dryer (see section 5).
- Step 8 Check the operation of the power supply and venting.
- Step 9 Place the Owner's Manual and the Installation Instructions in a location where they will be noticed by the owner.

For alcove or closet installation, see section 6.

For bathroom or bedroom installation, see section 7.

For mobile or manufactured home, see section 8.

For garage installation (if allowed by local codes), see section 9.

For side or bottom exhaust, see section 10.

Installation Instructions

Minimum Clearance Other Than Alcove or Closet Installation

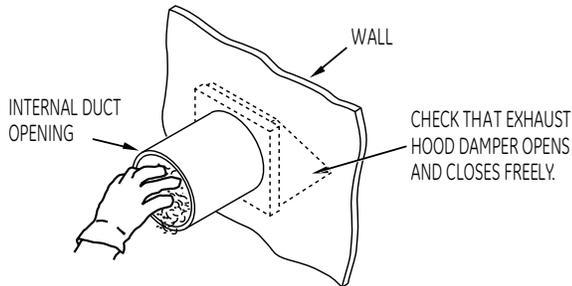
Minimum clearance to combustible surfaces and for air opening are: 0 in. clearance both sides and 1 in. rear. Consideration **must** be given to provide adequate clearance for installation and service.

1 PREPARING FOR INSTALLATION OF NEW DRYER

TIP: Install your dryer before installing your washer. This will allow better access when installing dryer exhaust.

REMOVING LINT FROM WALL EXHAUST OPENING

- Remove and discard existing plastic or metal foil transition duct and replace with UL listed transition duct.



2 ELECTRICAL CONNECTION INFORMATION

WARNING - TO REDUCE THE RISK OF FIRE, ELECTRICAL SHOCK AND PERSONAL INJURY:

- DO NOT USE AN EXTENSION CORD OR AN ADAPTER PLUG WITH THIS APPLIANCE.

Dryer must be electrically grounded in accordance with local codes and ordinances, or in the absence of local codes, in accordance with the *NATIONAL ELECTRICAL CODE, ANSI/NFPA NO. 70*.

ELECTRICAL REQUIREMENTS

This dryer must be connected to an individual branch circuit, protected by the required time-delay fuses or circuit breakers. A four or three-wire, single phase, 120/240V or 120/208V, 60Hz, 30 amp circuit is required.

GROUNDING INSTRUCTIONS

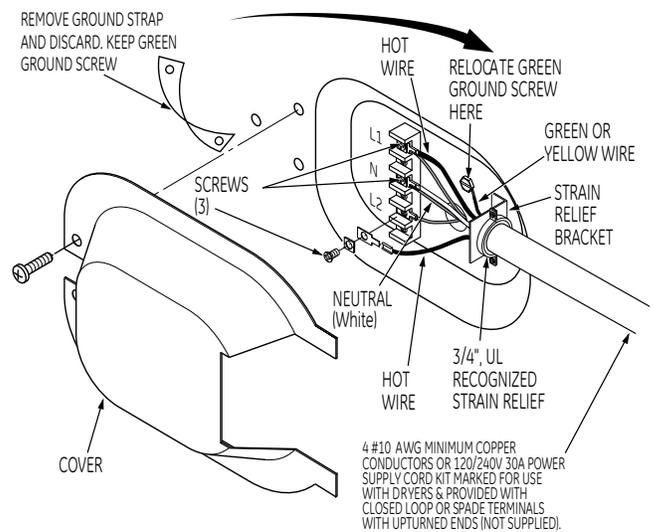
This dryer must be connected to a grounded metal, permanent wiring system, or an equipment-grounding conductor must be run with the circuit conductors and connected to the equipment grounding terminal on the appliance.

CONNECTING DRYER USING 4-WIRE CONNECTION (MUST BE USED FOR MOBILE HOME INSTALLATION)

NOTE: Since January 1, 1996, the National Electric code requires that the new constructions utilize a 4-wire connection to an electric dryer.

WARNING:

Only a 4-conductor cord shall be used when the appliance is installed in a location where grounding through the neutral conductor is prohibited. Grounding through the neutral is prohibited for the new branch-circuit installations, mobile homes, recreational vehicles, and areas where local codes prohibit grounding through the neutral conduction.



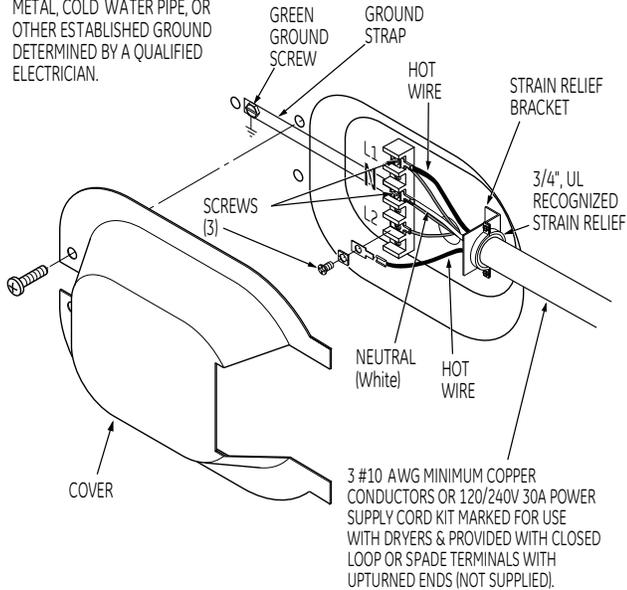
- Turn off the circuit breaker(s) (30 amp) or remove the dryer's circuit fuse at the electrical box.
- Be sure the dryer cord is unplugged from the wall receptacle.
- Remove the power cord cover located at the lower back.
- Remove and discard ground strap. Keep the green ground screw for step 7.
- Install 3/4 in. UL recognized strain relief to power cord entry hole. Bring power cord through strain relief.
- Connect power cord as follows:
 - Connect the 2 hot lines to the outer screws of the terminal block (marked L1 and L2).
 - Connect the neutral (white) line to the center of the terminal block (marked N).
- Attach ground wire of power cord with the green ground screw (hole above strain relief bracket). Tighten all terminal block screws (3) securely.
- Properly secure power cord to strain relief.
- Reinstall the cover.

WARNING: NEVER LEAVE THE COVER OFF OF THE TERMINAL BLOCK.

Installation Instructions

CONNECTING DRYER USING 3-WIRE CONNECTION

IF REQUIRED, BY LOCAL CODE, INSTALL EXTERNAL GROUND (NOT PROVIDED) TO GROUNDED METAL, COLD WATER PIPE, OR OTHER ESTABLISHED GROUND DETERMINED BY A QUALIFIED ELECTRICIAN.



3-wire Connection

Not for use in Canada.

DO NOT use for Mobile Home Installations.

NOT for use on new construction.

NOT for use on recreational vehicles.

NOT for use in areas where local codes prohibit grounding through the neutral conduction.

1. Turn off the circuit breaker(s) (30 amp) or remove the dryer's circuit fuse at the electrical box.
2. Be sure the dryer cord is unplugged from the wall.
3. Remove the power cord cover located at the lower back.
4. Install 3/4 in. UL recognized strain relief to power cord entry hole. Bring power cord through strain relief.
5. Connect power cord as follows:
 - A. Connect the 2 hot lines to the outer screws of the terminal block (marked L1 and L2).
 - B. Connect the neutral (white) line to the center of the terminal block (marked N).
6. Be sure ground strap is connected to neutral (center) terminal of block and to green ground screw on cabinet rear. Tighten all terminal block screws (3) securely.
7. Properly secure power cord to strain relief.
8. Reinstall the cover.

⚠ WARNING: NEVER LEAVE THE COVER OFF OF THE TERMINAL BLOCK.

3 EXHAUST INFORMATION

⚠ WARNING - IN CANADA AND IN THE UNITED STATES, THE REQUIRED EXHAUST DUCT DIAMETER IS 4 in (102mm). DO NOT USE DUCT LONGER THAN SPECIFIED IN THE EXHAUST LENGTH TABLE.

Using exhaust longer than specified length will:

- Increase the drying times and the energy cost.
- Reduce the dryer life.
- Accumulate lint, creating a potential fire hazard.

The correct exhaust installation is YOUR RESPONSIBILITY. Problems due to incorrect installation are not covered by the warranty.

Remove and discard existing plastic or metal foil transition duct and replace with UL listed transition duct. The **MAXIMUM ALLOWABLE** duct length and number of bends of the exhaust system depends upon the type of duct, number of turns, the type of exhaust hood (wall cap), and all conditions noted below. The maximum duct length for rigid metal duct is shown in the table below.

EXHAUST LENGTH

	RECOMMENDED MAXIMUM LENGTH	
	Exhaust Hood Types	
	Recommended	Use only for short run installations
No. of 90° Elbows	Rigid Metal	Rigid Metal
0	150 Feet	125 Feet
1	135 Feet	115 Feet
2	125 Feet	105 Feet
3	115 Feet	95 Feet
4	105 Feet	85 Feet
5	95 Feet	75 Feet

EXHAUST SYSTEM CHECK LIST

HOOD OR WALL CAP

- Terminate in a manner to prevent back drafts or entry of birds or other wildlife.
- Termination should present minimal resistance to the exhaust air flow and should require little or no maintenance to prevent clogging.
- Never install a screen in or over the exhaust duct. This could cause lint build up.
- Wall caps must be installed at least 12 in. above ground level or any other obstruction with the opening pointed down.

SEPARATION OF TURNS

For best performance, separate all turns by at least 4 ft. of straight duct, including distance between last turn and exhaust hood.

TURN OTHER THAN 90°

- One turn of 45° or less may be ignored.
- Two 45° turns should be treated as one 90° turn.
- Each turn over 45° should be treated as one 90° turn.

Installation Instructions

SEALING OF JOINTS

- All joints should be tight to avoid leaks. The male end of each section of duct must point away from the dryer.
- The duct shall not be assembled with screws or other fastening means that extend into the duct and catch lint.
- Duct joints can be made air and moisture-tight by wrapping the overlapped joints with duct tape.
- Horizontal runs should slope down toward the outdoors 1/4 inch per foot.

INSULATION

Duct work that runs through an unheated area or is near air conditioning should be insulated to reduce condensation and lint build-up.

4 EXHAUST CONNECTION

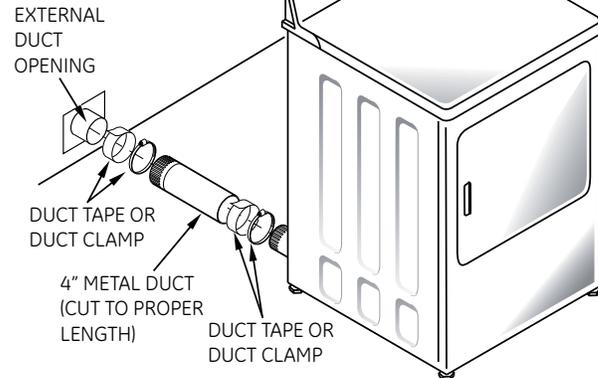
⚠ WARNING - TO REDUCE THE RISK OF FIRE OR PERSONAL INJURY:

- This clothes dryer must be exhausted to the outdoors.
- Use only 4" rigid metal ducting for the home exhaust duct.
- Use only 4" rigid metal or UL-listed flexible metal (semi-rigid or foil-type) duct to connect the dryer to the home exhaust duct. It must be installed in accordance with the instructions found in "Connecting the Dryer to House Vent" on pages 4-5 of this manual.
- Do not terminate exhaust in a chimney, a wall, a ceiling, gas vent, crawl space, attic, under an enclosed floor, or in any other concealed space of a building. The accumulated lint could create a potential fire hazard.
- Never terminate the exhaust into a common duct with a kitchen exhaust system. A combination of grease and lint creates a potential fire hazard.
- Do not use duct longer than specified in the exhaust length table. Longer ducts can accumulate lint, creating a potential fire hazard.
- Never install a screen in or over the exhaust duct. This will cause lint to accumulate, creating a potential fire hazard.
- Do not assemble ductwork with any fasteners that extend into the duct. These fasteners can accumulate lint, creating a potential fire hazard.
- Do not obstruct incoming or exhausted air.
- Provide an access for inspection and cleaning of the exhaust system, especially at turns and joints. Exhaust system shall be inspected and cleaned at least once a year.

THIS DRYER COMES READY FOR REAR EXHAUSTING. IF SPACE IS LIMITED, USE THE INSTRUCTIONS IN STEP 10 TO EXHAUST DIRECTLY FROM THE SIDE OR THE BOTTOM OF THE CABINET.

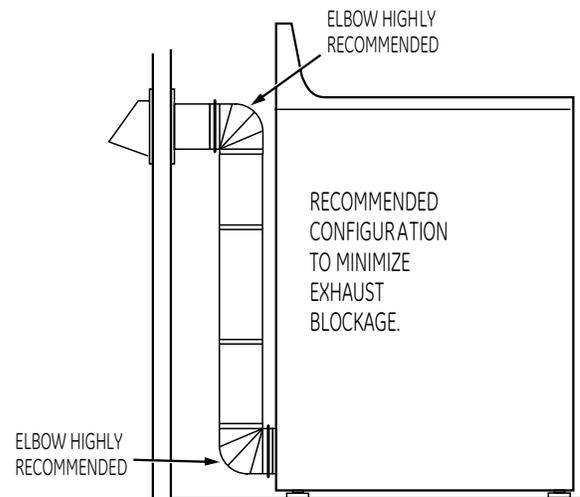
STANDARD REAR EXHAUST (Vented at floor level)

FOR STRAIGHT LINE INSTALLATION, CONNECT THE DRYER EXHAUST TO THE EXTERNAL EXHAUST HOOD USING DUCT TAPE OR CLAMP.



NOTE: WE STRONGLY RECOMMEND SOLID METAL EXHAUST DUCTING. HOWEVER, IF FLEXIBLE DUCTING IS USED IT MUST BE UL-LISTED METAL NOT PLASTIC.

STANDARD REAR EXHAUST (Vented above floor level)



NOTE: ELBOWS WILL PREVENT DUCT KINKING AND COLLAPSING.

CONNECTING THE DRYER TO HOUSE VENT RIGID METAL TRANSITION DUCT

- For best drying performance, a rigid metal transition duct is recommended.
- Rigid metal transition ducts reduce the risk of crushing and kinking.

UL-LISTED FLEXIBLE METAL (SEMI-RIGID) TRANSITION DUCT

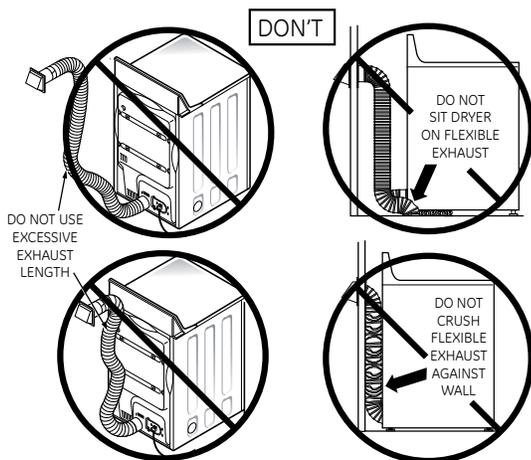
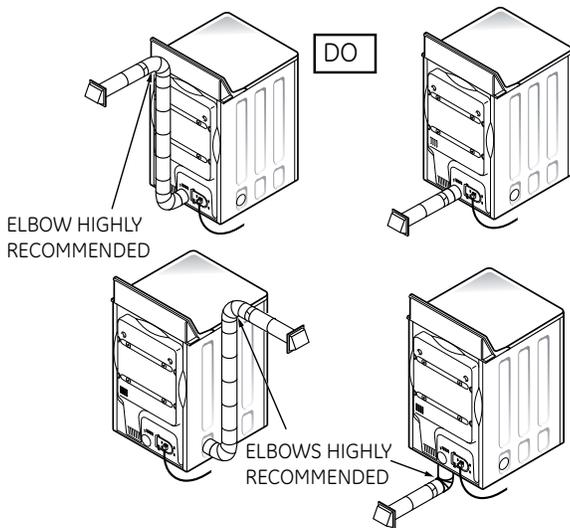
- If rigid metal duct cannot be used, then UL-listed flexible metal (semi-rigid) ducting can be used (Kit WX08X10077).
- Never install flexible metal duct in walls, ceilings, floors or other enclosed spaces.
- Total length of flexible metal duct should not exceed 8 feet (2.4m).

Installation Instructions

- For many applications, installing elbows at both the dryer and the wall is highly recommended (see illustrations below). Elbows allow the dryer to sit close to the wall without kinking and or crushing the transition duct, maximizing drying performance.
- Avoid resting the duct on sharp objects.

UL-LISTED FLEXIBLE METAL (FOIL-TYPE) TRANSITION DUCT

- In special installations, it may be necessary to connect the dryer to the house vent using a flexible metal (foil-type) duct. A UL-listed flexible metal (foil-type) duct may be used **ONLY** in installations where rigid metal or flexible metal (semi-rigid) ducting cannot be used **AND** where a 4" diameter can be maintained throughout the entire length of the transition duct.
- In Canada and the United States, only the flexible metal (foil-type) ducts that comply with the "Outline for Clothes Dryer Transition Duct Subject 2158A" shall be used.
- Never install flexible metal duct in walls, ceilings, floors or other enclosed spaces.
- Total length of flexible metal duct should not exceed 8 feet (2.4m).
- Avoid resting the duct on sharp objects.

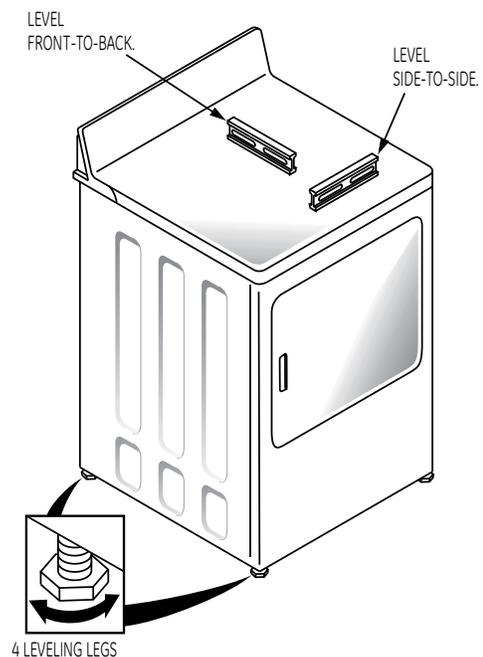


For best drying performance

- 1 Slide one end of the duct over the clothes dryer outlet pipe.
2. Secure the duct with a clamp.
3. With the dryer in its permanent position, extend the duct to its full length. Allow 2" of duct to overlap the exhaust pipe. Cut off and remove excess duct. Keep the duct as straight as possible for maximum airflow.
4. Secure the duct to the exhaust pipe with the other clamp.

5 LEVELING AND STABILIZING YOUR DRYER

Stand the dryer upright near the final location and adjust the 4 leveling legs, at the corners, to ensure that the dryer is level from side to side and front to rear.



6 ALCOVE OR CLOSET INSTALLATION

- If your dryer is approved for installation in an alcove or closet, it will be stated on a label on the dryer back.
- The dryer **MUST** be vented to the outdoors. See the **EXHAUST INFORMATION** sections 3 & 4.
- Minimum clearance between dryer cabinet and adjacent walls or other surfaces is:
 - 0 in. either side
 - 3 in. front
 - 3 in. rear
- Minimum vertical space from floor to overhead cabinets, ceiling, etc. is 52 in.
- Closet doors must be louvered or otherwise ventilated and must contain a minimum of 60 sq. in. of open area equally distributed. If the closet contains both a washer and a dryer, doors must contain a minimum of 120 sq. in. of open area equally distributed.

Installation Instructions

7 BATHROOM OR BEDROOM INSTALLATION

- The dryer MUST be vented to the outdoors. See EXHAUST INFORMATION section 3 & 4.
- The installation must conform with local codes or, in the absence of local codes, with the NATIONAL ELECTRICAL CODE, ANSI/NFPA NO. 70.

8 MOBILE OR MANUFACTURED HOME INSTALLATION

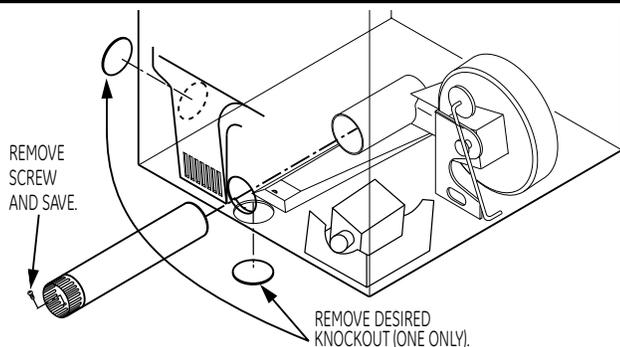
- Installation must conform to the MANUFACTURED HOME CONSTRUCTION & SAFETY STANDARD, TITLE 24, PART 32-80 or, when such standard is not applicable, with AMERICAN NATIONAL STANDARD FOR MOBILE HOME, ANSI/NFPA NO. 501B.
- The dryer MUST be vented to the outdoors with the termination securely fastened to the mobile home structure. (See EXHAUST INFORMATION section 3 & 4).
- The vent MUST NOT be terminated beneath a mobile or manufactured home.
- The vent duct material MUST BE METAL.
- Do not use sheet metal screws or other fastening devices which extend into the interior of the exhaust vent.
- See section 2 for electrical connection information.

9 GARAGE INSTALLATION (IF ALLOWED BY LOCAL CODES)

- Dryers installed in garages must be elevated 18 inches (46cm) above the floor.

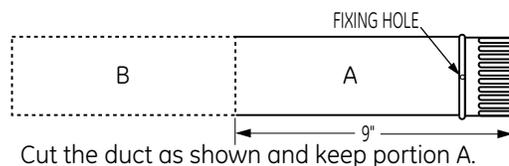
10 DRYER EXHAUST TO RIGHT OR BOTTOM CABINET

⚠ WARNING - BEFORE PERFORMING THIS EXHAUST INSTALLATION, BE SURE TO DISCONNECT THE DRYER FROM ITS ELECTRICAL SUPPLY. PROTECT YOUR HANDS AND ARMS FROM SHARP EDGES WHEN WORKING INSIDE THE CABINET. BE SURE TO WEAR GLOVES.

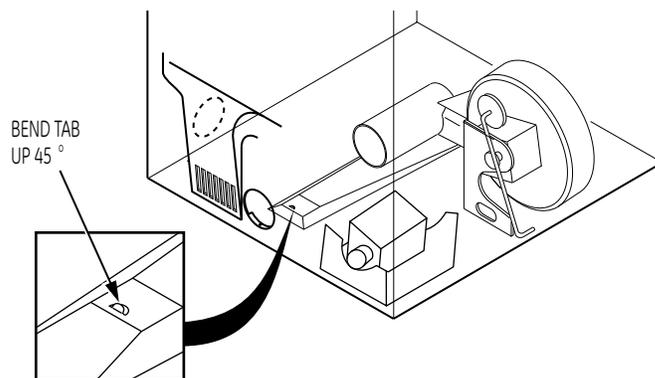


Detach and remove the bottom or right side knockout as desired. Remove the screw inside the dryer exhaust duct. Pull the duct out of the dryer.

Item 12.

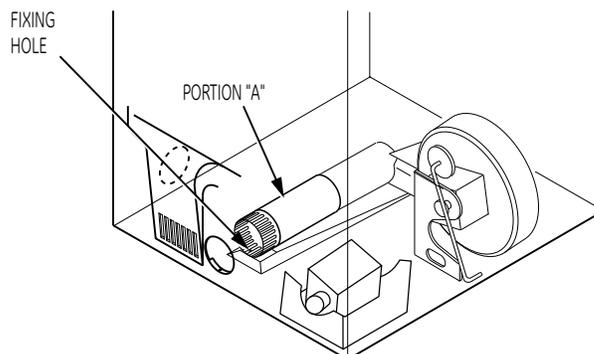


TAB LOCATION



Through the rear opening, locate the tab in the middle of the appliance base. Lift the tab to about 45° using a flat blade screwdriver.

ADDING NEW DUCT



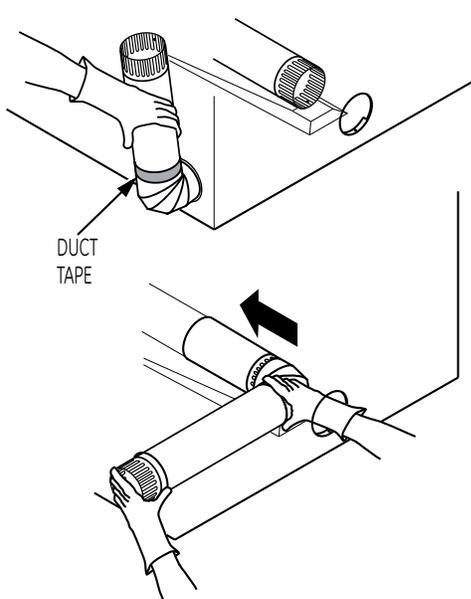
Reconnect the cut portion (A) of the duct to the blower housing. Make sure that the shortened duct is aligned with the tab in the base. Use the screw saved previously to secure the duct in place through the tab on the appliance base.

Installation Instructions

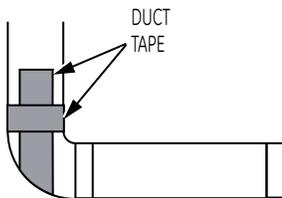
ADDING ELBOW AND DUCT FOR EXHAUST TO RIGHT SIDE OF CABINET

- Preassemble 4" elbow with 4" duct. Wrap duct tape around joint.
- Insert duct assembly, elbow first, through the side opening and connect the elbow to the dryer internal duct.

CAUTION: Be sure not to pull or damage the electrical wires inside the dryer when inserting the duct.



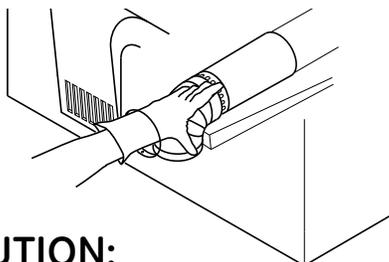
- Apply duct tape as shown on the joint between the dryer internal duct and the elbow.



CAUTION: Internal duct joints must be secured with tape, otherwise they may separate and cause a safety hazard.

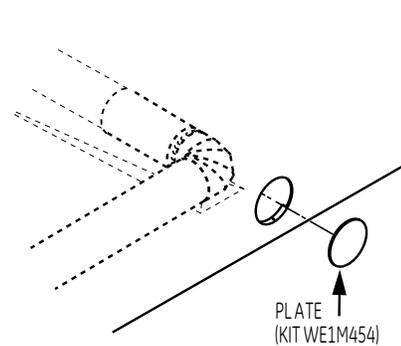
ADDING ELBOW FOR EXHAUST THROUGH BOTTOM OF CABINET

- Insert the elbow through the rear opening and connect it to the dryer internal duct.
- Apply duct tape on the joint between the dryer internal duct and elbow, as shown above.



CAUTION: Internal duct joints must be secured with tape, otherwise they may separate and cause a safety hazard.

ADDING COVER PLATE TO REAR OF CABINET (SIDES AND BOTTOM EXHAUST)



Connect standard metal elbows and ducts to complete the exhaust system. Cover back opening with a plate (Kit WE1M454) available from your local service provider. Place dryer in final location.

WARNING-NEVER LEAVE THE BACK OPENING WITHOUT THE PLATE (KIT WE1M454).

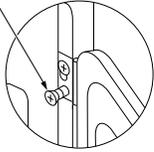
11 CHANGING DIRECTION OF DOOR OPENING (OPTIONAL)

1. Open the door and remove the filler plugs opposite the hinges. With the door completely open, remove the bottom screws from each hinge on the dryer face. Insert these screws about half way into the **TOP** holes, for each hinge on the opposite side (where you removed the filler plugs). Apply firm pressure to get the screw started.
2. Loosen the top screws from each hinge on the dryer face half way. With one hand holding the top of the door and the other hand holding the bottom, remove the door from the dryer by lifting it **UP** and **OUT**.
3. Rotate the door 180°. Insert the door on the opposite side of the opening by moving the door **IN** and **DOWN** until the top hinge and the bottom hinge are resting on the top screws inserted in step 1.

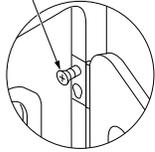
Installation Instructions

4. Remove the remaining screws from the side of the opening from which the door was removed. With these screws secure each hinge at the bottom. Tighten the two top screws on each hinge. Reinsert the plastic plugs on the side from which the door was removed.

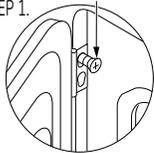
REMOVE THE BOTTOM SCREW FROM EACH HINGE ON THE DRYER FACE.



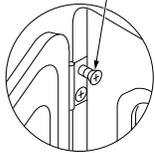
LOOSEN THE TOP SCREWS FROM EACH HINGE ON THE DRYER FACE HALF WAY.



MOVE THE DOOR IN AND DOWN UNTIL THE TOP HINGE AND THE BOTTOM HINGE ARE RESTING ON THE TOP SCREWS INSERTED IN STEP 1.



SECURE EACH HINGE AT THE BOTTOM AND TIGHTEN THE TWO TOP SCREWS OF EACH HINGE.



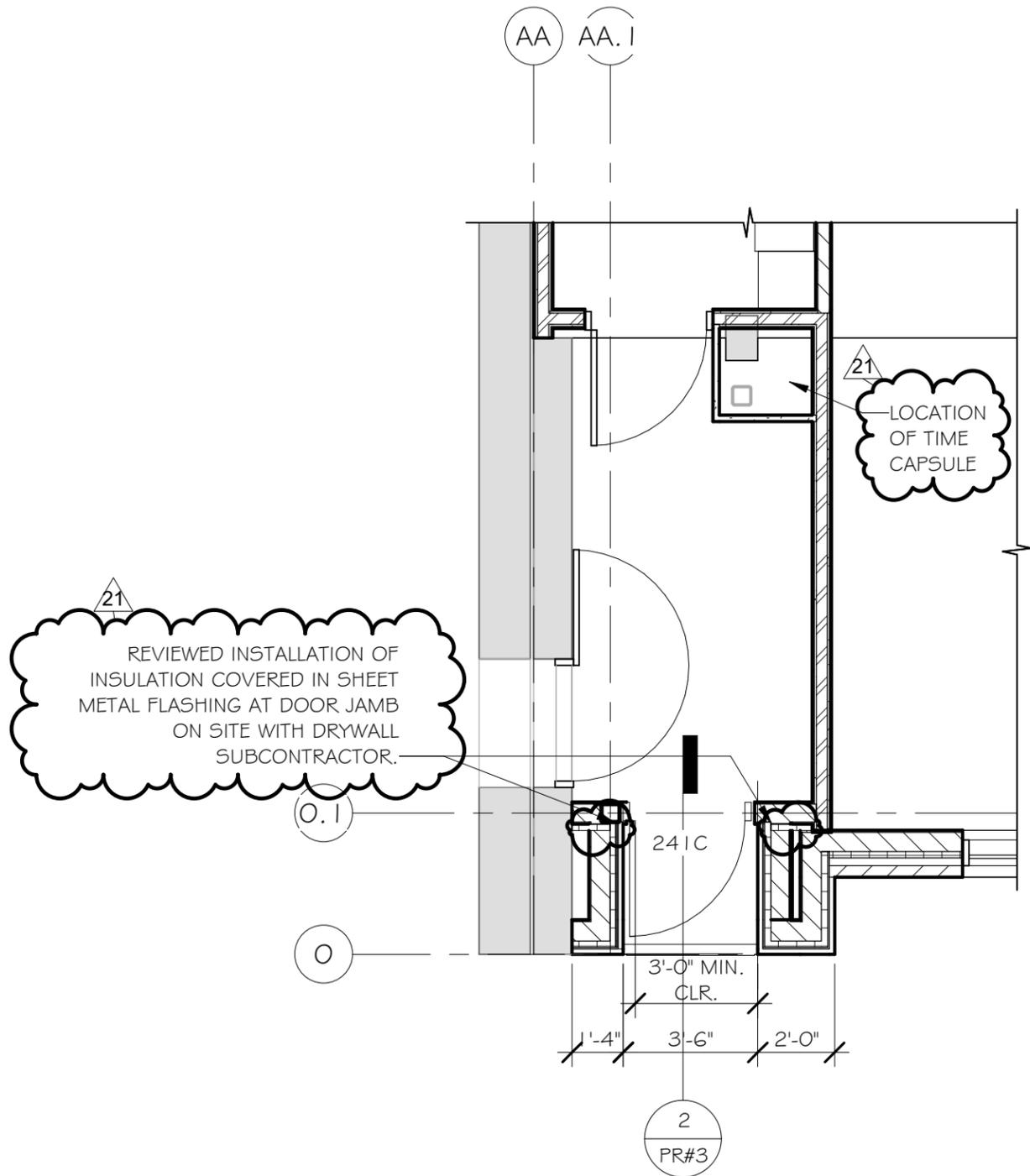
12 SERVICING

⚠ WARNING-LABEL ALL WIRES PRIOR TO DISCONNECTING WHEN SERVICING CONTROLS. WIRING ERRORS CAN CAUSE IMPROPER AND DANGEROUS OPERATION AFTER SERVICING/INSTALLATION.

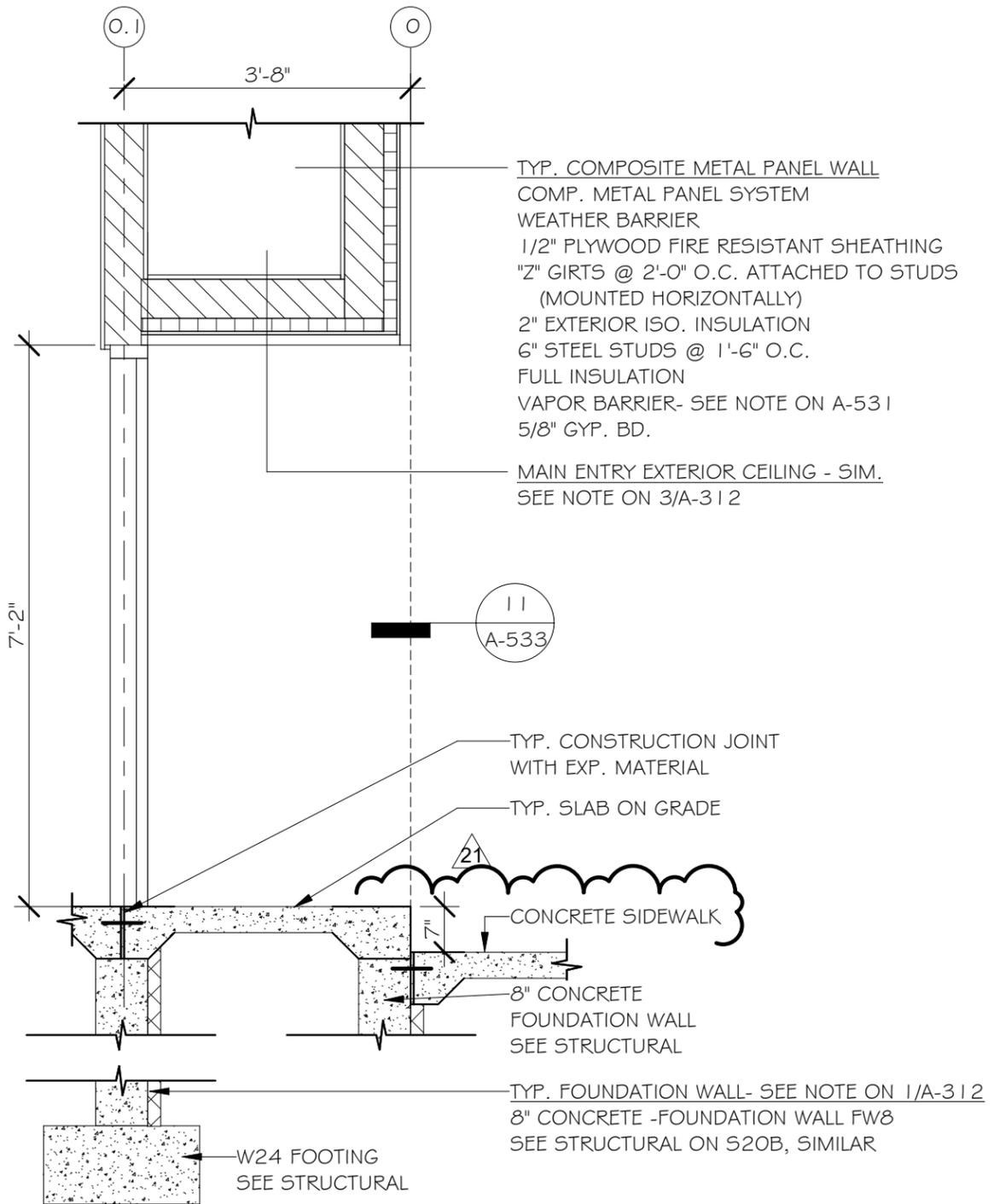
REGISTER YOUR NEW APPLIANCE TO RECEIVE ANY IMPORTANT PRODUCT NOTIFICATIONS.

Please go to www.GEAppliances.com or mail in your product registration card.

For questions on installation, call: 800.626.2000 (US) or 800-561-3344 (Canada).



1 EGRESS PLAN
 SCALE: 1/4" = 1'-0"
 6" 1' 2' 4'



2 EGRESS SECTION
 SCALE: 1/2" = 1'-0"
 3'6" 1' 2'

PROJECT #	77.01.1
DRAWN BY:	MJO
CHECKED BY:	BLM
OWNER:	MARSHALL MUNICIPAL
DATE:	10/10/19
REVISED:	07/07/20

MARSHALL MUNICIPAL
 MARSHALL, MN

EGRESS DOOR LOCATION

Electrical Addendum:

Project Name: Marshall Municipal Building – Marshall, MN

Electrical Addendum: ASI#4

Date: November 11, 2020

Attachments: _____

The below addendum lists the ordering information for the floor boxes based on information provided by the A/V contractor. The only changes are updated to receptacle count due to requests by the A/V contractor as well as removal of floor boxes from rooms that no longer have A/V.

Item No. 1 – In Room 326, update floor box circuit to include (2) duplex receptacle. Floor box shall be Legrand 6AT2BK with the following device plates: (2) 68REC, and (1) 6ATC8A.

Item No. 2 – In Room 231, update floor box circuit to include (2) duplex receptacle. Floor box shall be Legrand 6AT2BK with the following device plates: (2) 68REC, and (1) 6ATC8A.

Item No. 3 – In Room 217, floor box shall be Legrand 6AT2BK with the following device plates: (1) 68REC, (1) 68B, and (1) 6ATC8A.

Item No. 4 – In Room 218, (3) floor boxes for dais shall be Legrand 6AT2BK with the following device plates: (2) 68REC, (1) 6ATC8A. Floor boxes for lectern shall be Legrand 6AT2BK with the following device plates: (2) 68REC, (1) 6ATC8A. Floor boxes for department head shall be Legrand 6AT2BK with the following device plates: (2) 68REC, (1) 6ATC8A.

Item No. 5 – In Room 219, update circuits so that AV rack has (2) quadplex receptacles on separate 20A circuits powered by Circuit #45 and #47 in LP20.

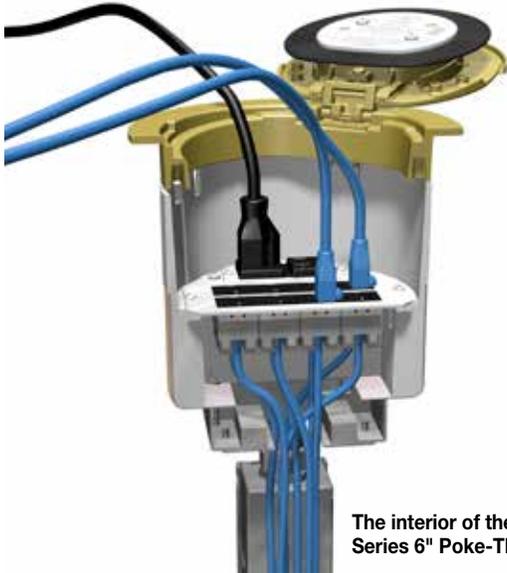
Item No. 6 – In Room 350, update circuits so that AV rack location has (1) quadplex receptacle on separate 20A circuit powered by Circuit #41 in LP30. Coordinate location with A/V Contractor.

Item No. 7 – In Room 350, update floor box circuit to include (2) duplex receptacle. Floor box shall be Legrand 6AT2BK with the following device plates: (2) 68REC, and (1) 6ATC8A.

Item No. 8 – In Room 348, update floor box circuit to include (2) duplex receptacle. Floor box shall be Legrand 6AT2BK with the following device plates: (2) 68REC, and (1) 6ATC8A.

Item No. 9 – Remove floor box in room 349.

Item No. 10 – Remove floor box in room 320.



The interior of the Evolution™ Series 6" Poke-Thru Device.

Evolution Series – The Most Innovative Poke-Thru Devices in the Market

Designed for retrofit and new construction, Evolution Series 6" Poke-Thru devices provide convenient access to power, communications, and audio/video services recessed below floor level - providing maximum device protection. With three gangs of capacity that allow you to configure services for the needs of your space, services can be placed in any location within the unit.

The low-profile durable metal covers are available in seven finishes, designed to match any space. The cover also features sliding doors that allow cables to neatly egress from the unit, protecting cables while reducing tripping hazards.

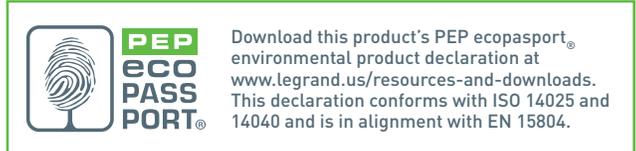
Evolution Series 6" Poke-Thru devices are the perfect fit for meeting and training rooms, classrooms, healthcare facilities or commercial buildings with open-space architecture

Features & Benefits

- **Recessed devices.** Three (3) compartments for power, communications, and/or A/V devices, all recessed 4" (102mm) below the floor level, providing maximum protection and device longevity.
- **Die-cast aluminum cover assemblies.** The Evolution Series poke-thru design includes all metal die-cast aluminum cover assemblies, available in powder coated finishes of black, brass, gray, nickel, bronze, and aluminum, as well as a brushed aluminum, satin brass plated and satin nickel plated finishes.
- **A/V compatible design.** The 6AT Series devices are designed to work with with Legrand's AVIP devices. Also compatible with most A/V manufacturers devices including their 1-gang decorator style design.
- **Flush tile version cover assemblies.** A flush style cover for tile applications allows the Evolution Series Poke-Thru Devices to be adjusted to the same level as the top surface of the floor covering. The tile cover is designed to be used in higher traffic applications, where a low profile is a must.
- **Auto-close egress doors.** Egress doors lock in position when slid open and automatically close around cables, reducing the egress opening to the smallest size possible.
- **Improved hinge design.** Provides greater durability while creating a more fluid, intuitive, opening and closing motion.
- **"Step-on-it" installation.** Quick, easy installation without the need for additional fasteners or a second installer.
- **Added furniture feed capacity.** The 6ATCFF Series Poke-Thru Device offers the largest dual service furniture feed capability on the market.
- **Pre-pour sleeve.** Creates a cast-in-place core hole that allows the contractor to position poke-thru units before concrete is poured. Eliminates the cost and labor of coring the opening.
- **TopGuard™ Protection.** All Evolution Series Poke-Thru Devices, like every Wiremold Poke-Thru Device, meet and exceed UL scrub water exclusion requirements for tile, carpet, and wood covered floors.
- **Meets ADA Accessibility Guidelines.** Wide trim flange is designed to meet the ADA Accessibility Guidelines as it pertains to ADA Standard 4.5 which addresses changes in floor and ground surface levels. The poke-thru trim flanges are beveled so the slope is no greater than 1:2 ratio.
- **Suitable for use in air handling spaces.** In accordance with Sec 300-22(C) of the National Electrical Code.
- **UL Listed and UL Fire Classified to U.S. and Canadian safety standards.** UL Fire rated for up to 2-hour rated floors maintains the fire classification of the floor.

Vertical Markets

- Commercial
- Education
- Healthcare
- Hospitality
- Entertainment
- Retail



Compliance

- cULus Listed, Metallic Outlet Box File Number E2961. Guide QCIT.
- cULus Listed Nonmetallic Outlet Boxes & Fittings
- Classified for Fire Resistance: File R8209, Guide CEYY.

For more information or to configure your own Evolution™ Series Poke-Thru Device, visit our online configurator at:

www.legrand.us/wiremold/evolution

Cabling Specifications

Copper Cross Section:

The copper cross-sectional area determines the amount of wire fill capacity in a poke-thru device. Unlike other wire and cable management systems that utilize wire fill capacity, a poke-thru device is UL tested under fire conditions to determine the maximum amount of copper conductors that will pass through a poke-thru device, while maintaining the fire-rating of the floor assembly. All Legrand Poke-Thru Devices are UL Classified to U.S. and Canadian safety standards.



6AT COPPER CROSS-SECTION

	OUTER CHANNELS	CENTER CHANNEL
Max Copper X-Section	0.0154 sq. in. (9.9mm ²)	0.0387 sq. in. (24.97 mm ²)
Max # Conductors	(3) 12 AWG	(12) 14 AWG

Copper Cross-Sectional Area of Commonly Used Conductors	
Size	Solid
#24	0.00032 sq. in. (.206mm ²)
#23	0.00040 sq. in. (.258mm ²)
#22	0.00050 sq. in. (.322mm ²)
#14	0.00323 sq. in. (2.083mm ²)
#12	0.00512 sq. in. (3.303mm ²)
#10	0.00815 sq. in. (5.258mm ²)
# 8	0.01296 sq. in. (8.361mm ²)

6ATCFF COPPER CROSS-SECTION – FURNITURE FEED POKE-THRU DEVICES

	POWER CHANNEL	DATA CHANNEL (CENTER)	DATA CHANNEL (OUTSIDE)
Max Copper X-Section	0.0815 sq. in. (52.6mm ²)	0.0686 sq. in. (44.3 mm ²)	0.0187 sq. in. (12.1 mm ²)
Max # Conductors	(10) 10 AWG	(22) Cat. 6a	(5) Cat. 6a

NOTE: When using conductor sizes other than listed above, the aggregate cross-sectional area of the copper conductors shall not exceed the cross-sectional area listed.

NOTE: Use above values for solid or stranded conductors.

Flooring Specifications

6AT CORE HOLE SIZES

FLOOR TYPE	CORE SIZE (Min.)	CORE SIZE (Max.)
Covered Floors (Carpet, Tile or Wood)	6" (152mm)	6 1/8" (154mm)
Bare Concrete or Terrazzo	6" (152mm)	6 1/8" (154mm)

CAUTION: These devices are suitable for 1-, 1 1/2-, and 2-hour rated floor assemblies as described in the UL Fire Resistance directory for each service. These devices meet all UL scrub water requirements, but are not suitable for wet or damp locations, or other areas subject to saturation with water or other liquids, such as commercial kitchens.

Floor Coverings: The poke-thru device is fire rated for concrete floor coverings. For floor coverings greater than 1" (25mm), consult factory.

UL Certification: To view the UL certification, please visit www.UL.com/Database. Enter "Wiremold" as the company name and "CEYY" as the UL Category Code.

Poke-thru devices and abandonment fittings are for use with 1-, 1 1/2-, or 2-hour rated unprotected reinforced concrete floor and 1-, 1 1/2- or 2-hour rated floors employing unprotected steel floor units and concrete topping (D900-Series Designs), or concrete floors with suspended ceilings. (Fire resistive designs with suspended ceilings should have provisions for accessibility in the ceiling area below the poke-thru fittings.)

The assembled Poke-Thru stem and service fitting or the abandonment fittings will not reduce the ratings of the floor assembly when the thickness and type of concrete (required for the specific rating) are within the specified limits and the fittings are installed as specified:

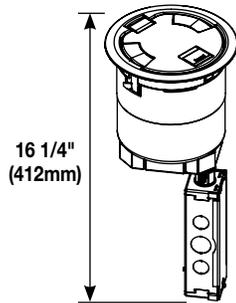
- Spacing** – Minimum of 2' (610mm) OC and not more than one unit per 65 square feet (6 square meters) of floor area in each span.
- Concrete** – Minimum thickness of structural concrete topping of 2 1/4" (57mm) over metal deck or a minimum 3" thick reinforced concrete slab. Unit weight of concrete to be 110 to 155 pcf.
- Installation** – Mounted in a 6" (152mm) diameter core drilled hole in concrete per installation instructions accompanying the fittings or abandonment fittings. For use with power circuits, data and/or telephone cables as tabulated below.

NOTE: The material that is used in Wiremold® poke-thru devices is not listed under the directory for Fire Stopping Material because the poke-thru device is UL Classified as "Outlet Boxes and Fittings Classified For Fire Resistance (CEYY)". The pass/fail criteria comes from UL263. The pass criteria is that the poke-thru unit cannot exceed 325° F. above ambient before the concrete slab (or deck) reaches this same temperature. Some poke-thru devices are tested for 2 hours while others are tested for 4 hours. The intumescent material has never been tested as a fire-stopping material as a stand-alone device. This material is designed to work as a unit with the entire poke-thru device.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6ATC2PBK
6ATC2PBS
6ATC2PBZ
6ATC2PGY
6ATC2PNK
6ATC2PAA
6ATC2PSB
6ATC2PSN



Description/Specifications

Recessed Prewired Surface Style Poke-Thru Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a surface style cover and two (2) prewired, pre-installed duplex receptacles that are recessed 4" (102mm) below the floor surface level.
- Surface style cover is an aluminum cover that is designed to sit on top of finished floor surfaces, such as carpet, tile, wood, polished concrete or terrazzo
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA), satin brass plated (SB), and satin nickel plated (SN)

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

Country of Origin: USA

INCLUDED

For Side Compartments:

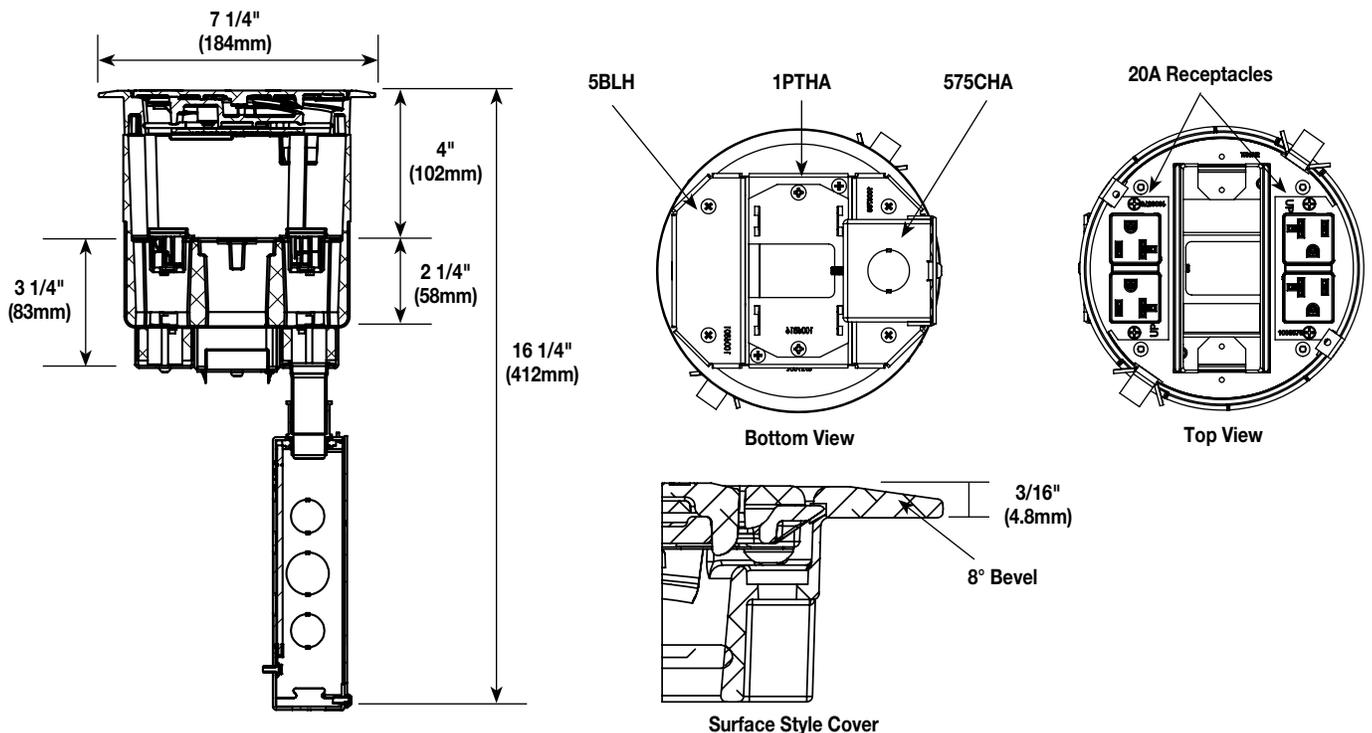
- Two (2) proprietary 20A Duplex Receptacles installed

For Center Compartment:

- One (1) 6ACT8A Mounting Plate
- One (1) 6TRAC Mounting Plate
- One (1) 6SER Mounting Plate

For Bottom Feed Compartment:

- One (1) 5BLH 1/2-Gang Blank Housing*
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

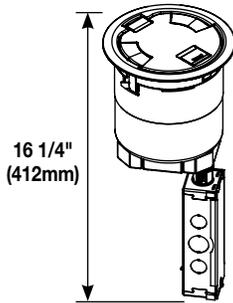
* Tunneling extends from the 5BLH to 575CHA so that power cables from the 20A duplex receptacle mounted on the left side of the poke-thru device are run into the junction box attached to the 575CHA. Also includes junction box attached to the 3/4" conduit.

Item 12.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6ATC2PCRBK
6ATC2PCRBZ
6ATC2PCRBZ
6ATC2PCRGY
6ATC2PCRNK
6ATC2PCRAA
6ATC2PCRSB
6ATC2PCRSN



Description/Specifications

Recessed Prewired Surface Style Poke-Thru Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a surface style cover and one (1) prewired, pre-installed duplex receptacle and one 20A proprietary duplex receptacle marked with a permanent "Controlled Receptacle" marking that are recessed 4" (102mm) below the floor surface level.
- Surface style cover is an aluminum cover that is designed to sit on top of finished floor surfaces, such as carpet, tile, wood, polished concrete or terrazzo
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA), satin brass plated (SB), and satin nickel plated (SN)

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

Country of Origin: USA

INCLUDED

For Side Compartments:

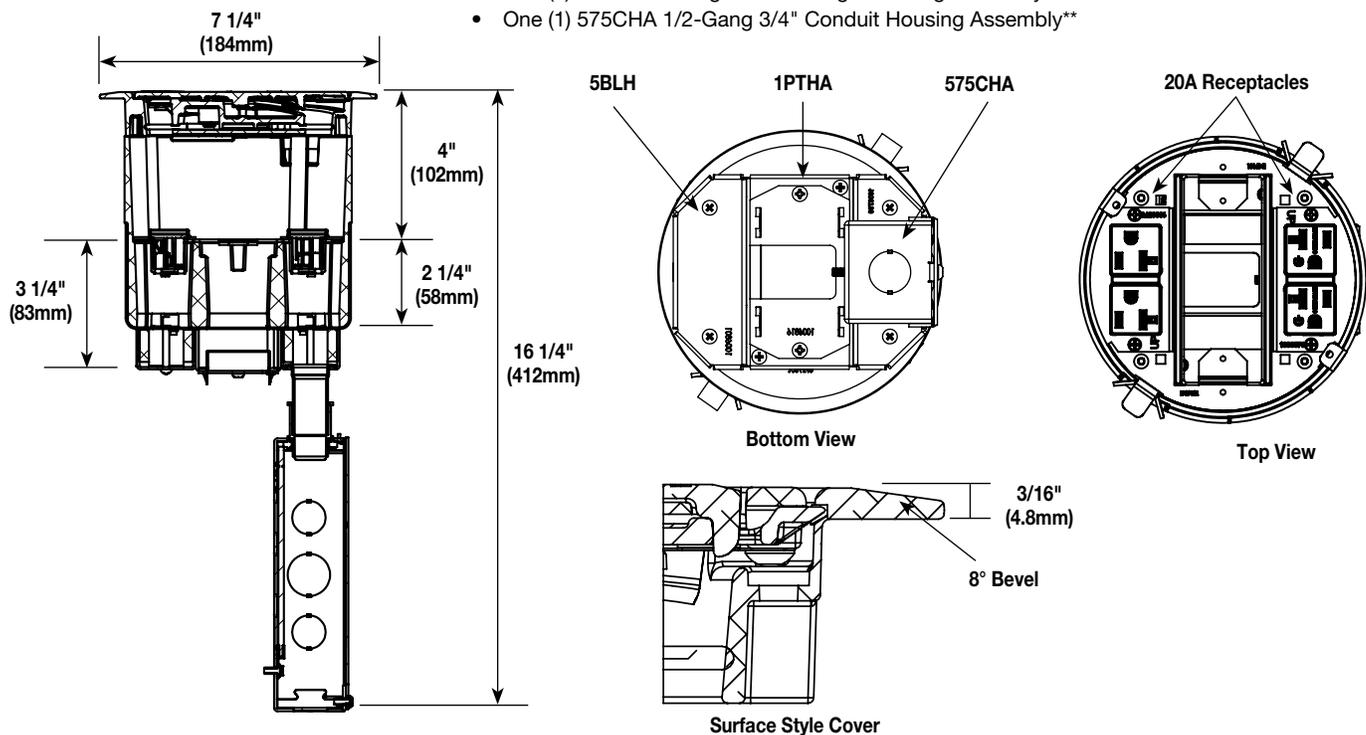
- One (1) proprietary 20A Duplex Receptacle
- One (1) proprietary 20A Duplex Receptacle marked with a permanent "Controlled Receptacle"

For Center Compartment:

- One (1) 6ACT8A Mounting Plate
- One (1) 6TRAC Mounting Plate
- One (1) 6SER Mounting Plate

For Bottom Feed Compartment:

- One (1) 5BLH 1/2-Gang Blank Housing*
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

* Tunneling extends from the 5BLH to 575CHA so that power cables from the 20A duplex receptacle mounted on the left side of the poke-thru device are run into the junction box attached to the 575CHA.

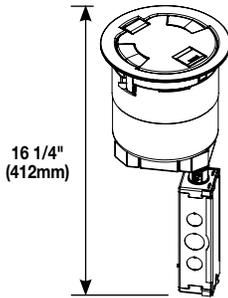
** Includes junction box attached to the 3/4" conduit.

Item 12.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6AT2PBK
6AT2PBS
6AT2PBZ
6AT2PGY
6AT2PNK
6AT2PAA
6AT2PSB
6AT2PSN



Description/Specifications

Recessed Prewired Flush Style Poke-Thru Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-Thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a flush style cover and two (2) prewired, pre-installed duplex receptacles that are recessed 4" (102mm) below the floor surface level.
- The flush style cover is an aluminum cover that is designed to sit flush with finished floor coverings such as: carpet, tile, or wood.
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA), satin brass plated (SB), and satin nickel plated (SN)

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

NOTE: Includes one (1) 6TS Tile Shim.

Country of Origin: USA

INCLUDED

For Side Compartments:

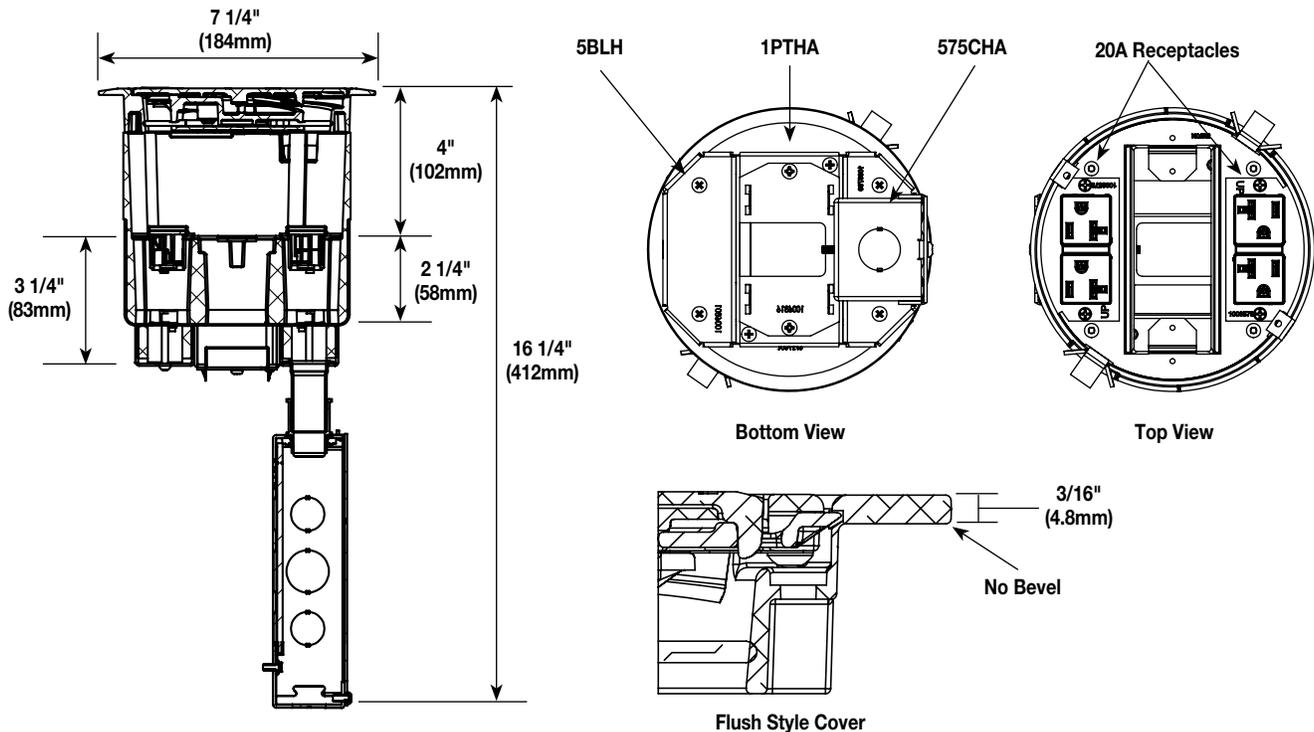
- Two (2) proprietary 20A Duplex Receptacles installed

For Center Compartment:

- One (1) 6ACT8A Mounting Plate
- One (1) 6TRAC Mounting Plate
- One (1) 6SER Mounting Plate

For Bottom Feed Compartment:

- One (1) 5BLH 1/2-Gang Blank Housing*
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

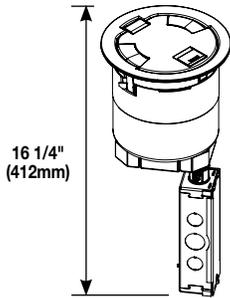
* Tunneling extends from the 5BLH to 575CHA so that power cables from the 20A duplex receptacle mounted on the left side of the poke-thru device are run into the junction box attached to the 575CHA. Also includes junction box attached to the 3/4" conduit.

Item 12.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6AT2PCRBK
6AT2PCRBZ
6AT2PCRBZ
6AT2PCRBZ
6AT2PCRBZ
6AT2PCRBZ
6AT2PCRBZ
6AT2PCRSN



Description/Specifications

Recessed Prewired Flush Style Poke-Thru Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-Thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a flush style cover and one (1) prewired, pre-installed duplex receptacle and one 20A proprietary duplex receptacle marked with a permanent "Controlled Receptacle" marking that are recessed 4" (102mm) below the floor surface level.
- The flush style cover is an aluminum cover that is designed to sit flush with finished floor coverings such as: carpet, tile, or wood.
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA), satin brass plated (SB), and satin nickel plated (SN)

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

NOTE: Includes one (1) 6TS Tile Shim.

Country of Origin: USA

INCLUDED

For Side Compartments:

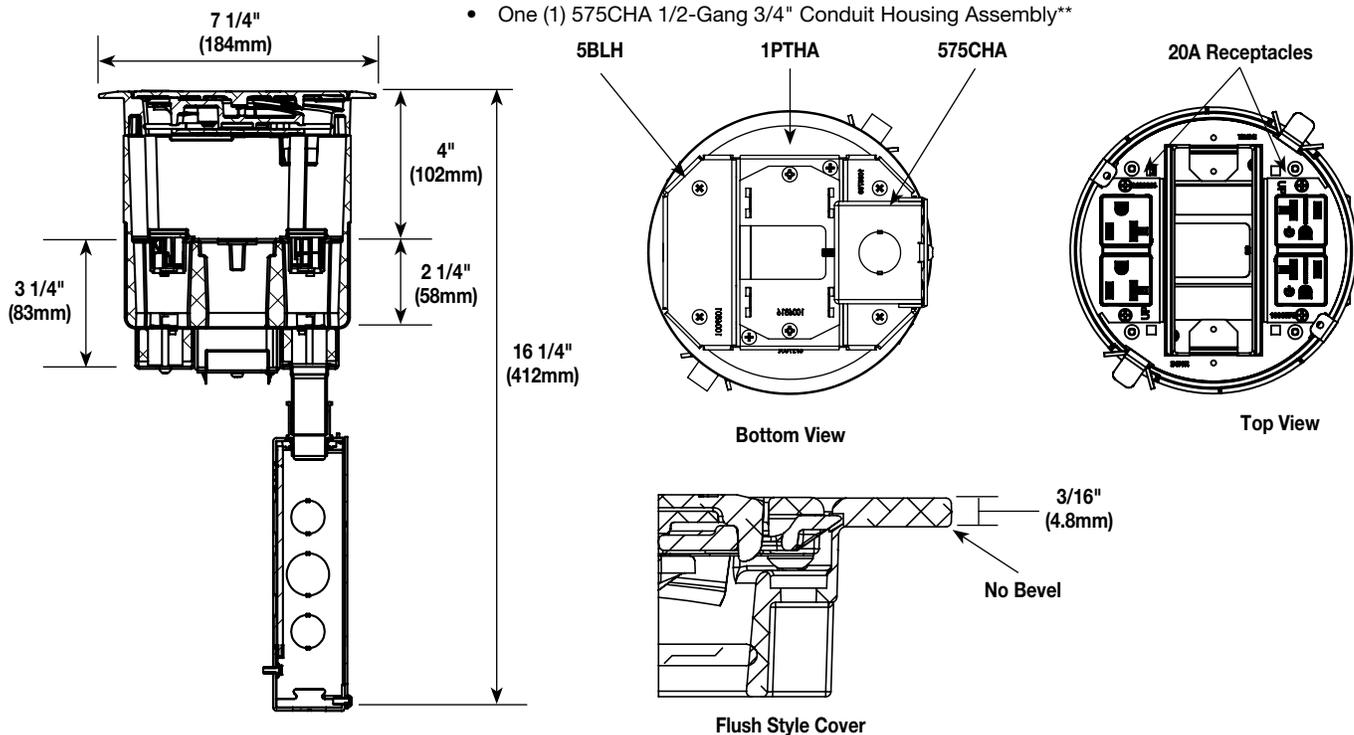
- One (1) proprietary 20A Duplex Receptacle
- One (1) proprietary 20A Duplex Receptacle marked with a permanent "Controlled Receptacle"

For Center Compartment:

- One (1) 6ACT8A Mounting Plate
- One (1) 6TRAC Mounting Plate
- One (1) 6SER Mounting Plate

For Bottom Feed Compartment:

- One (1) 5BLH 1/2-Gang Blank Housing*
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

* Tunneling extends from the 5BLH to 575CHA so that power cables from the 20A duplex receptacle mounted on the left side of the poke-thru device are run into the junction box attached to the 575CHA.

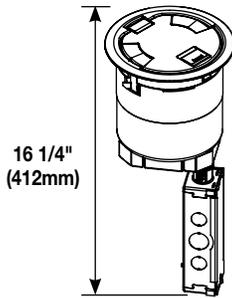
** Includes junction box attached to the 3/4" conduit.

Item 12.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6ATC2BK
6ATC2BS
6ATC2BZ
6ATC2GY
6ATC2NK
6ATC2AA
6ATC2SB
6ATC2SN



Description/Specifications

Recessed Unwired Surface Style Poke-Thru Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and audio/video services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes with a surface style cover, and three (3) empty compartments that are recessed 4" (102mm) below the floor surface level, and can be configured to accept power, data, or A/V devices.
- The surface style cover is an aluminum cover that is designed to sit on top of finished floor surfaces such as: carpet, tile, wood, polished concrete or terrazzo.
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA), satin brass plated (SB), and satin nickel plated (SN)

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

Country of Origin: USA

INCLUDED

For Side Compartments:

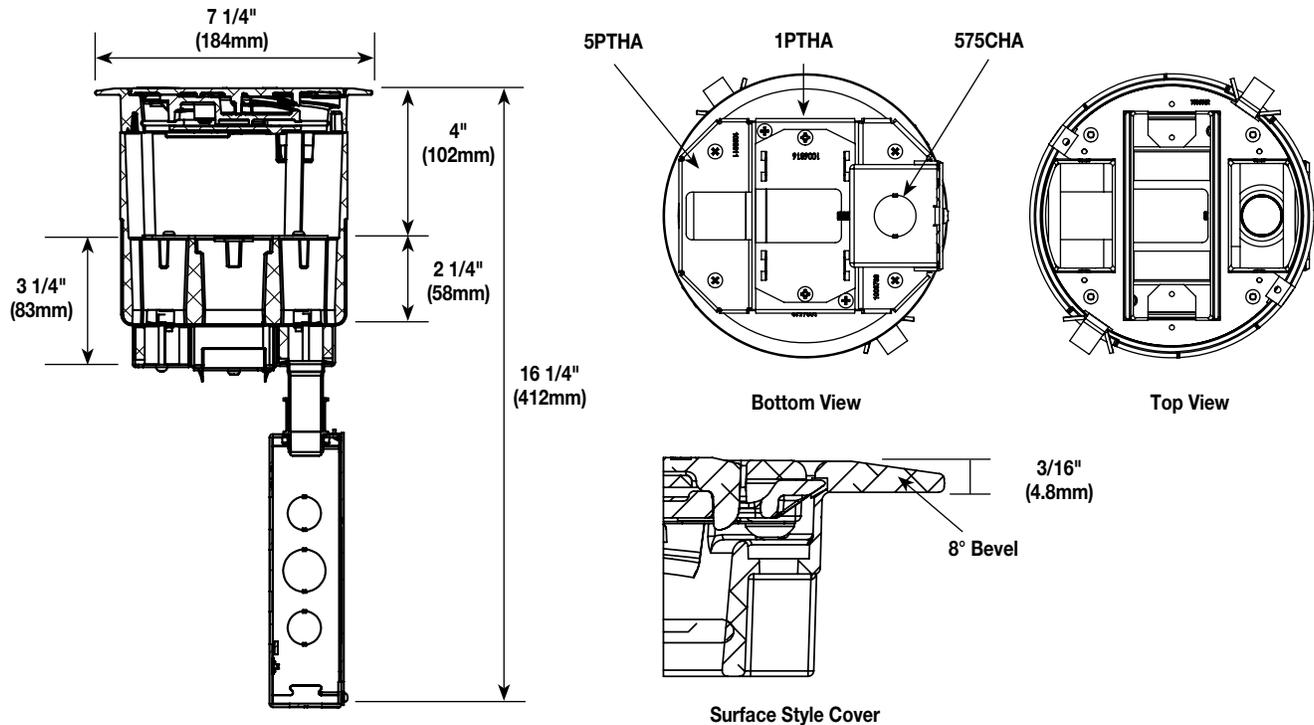
- No Device Plates are included

For Center Compartment:

- No Device Plates are included

For Bottom Feed Compartment:

- One (1) 5PTHA 1/2-Gang Pass-Through Housing Housing
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



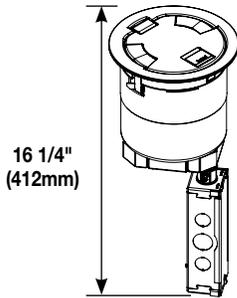
NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

** Also includes junction box attached to the 3/4" conduit.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6AT2BK
6AT2BS
6AT2BZ
6AT2GY
6AT2NK
6AT2AA
6AT2SB
6AT2SN



Description/Specifications

Recessed Unwired Flush Style Poke-Thru Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a flush style cover, and three (3) empty compartments that are recessed 4" (102mm) below the floor surface level and can be configured to accept power, data, or audio/video devices.
- The flush style cover is an aluminum cover that is designed to sit flush with finished floor coverings such as: carpet, tile, or wood
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA), satin brass plated (SB), and satin nickel plated (SN)

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

NOTE: Includes one (1) 6TS Tile Shim.

Country of Origin: USA

INCLUDED

For Side Compartments:

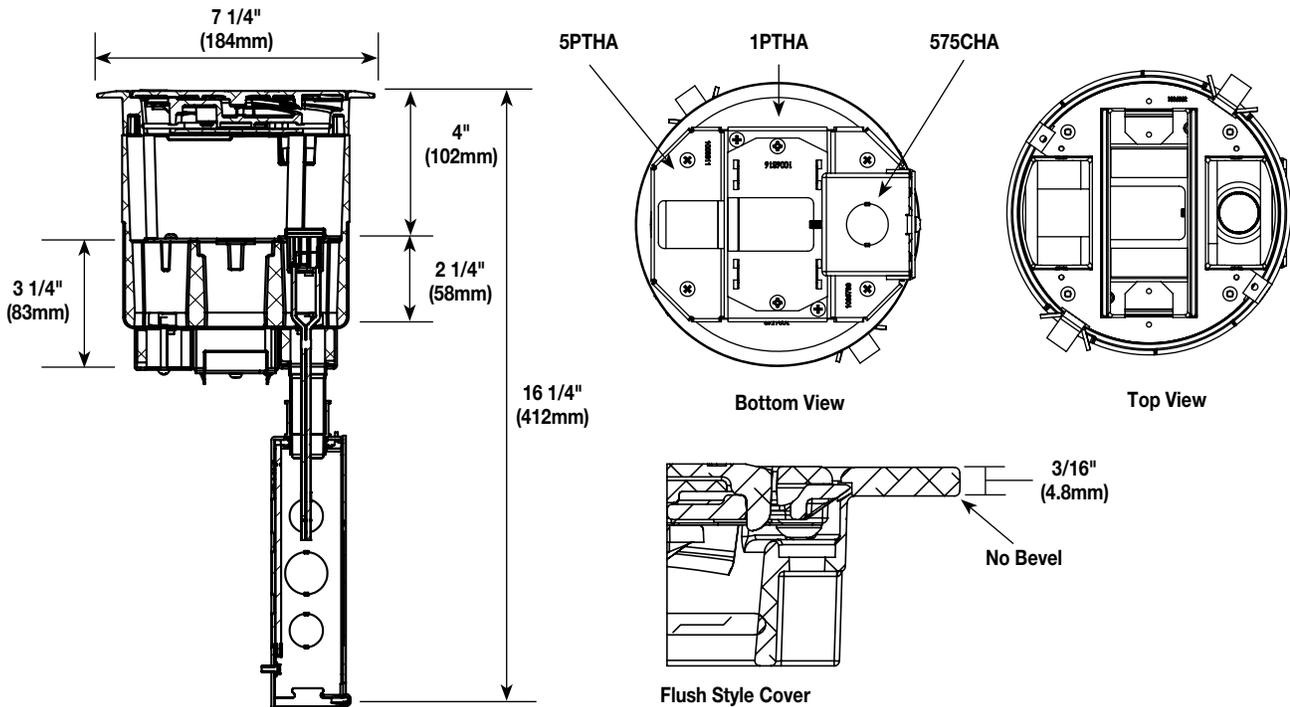
- No Device Plates are included

For Center Compartment:

- No Device Plates are included

For Bottom Feed Compartment:

- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

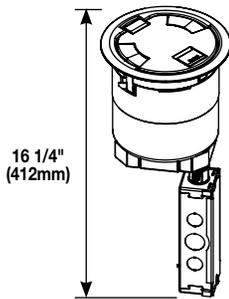
Also includes junction box attached to the 3/4" conduit.

Item 12.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6ATC2PAVBK
6ATC2PAVBS
6ATC2PAVBZ
6ATC2PAVGY
6ATC2PAV NK
6ATC2PAVAA
6ATC2PAVSB
6ATC2PAVSN



Description/Specifications

Recessed Prewired A/V Surface Style Poke-Thru Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a surface style cover, one (1) pre-wired, pre-installed duplex receptacle and various low voltage and AV devices plates.
- All of the devices are recessed 4" (102mm) below the floor surface level.
- The surface style cover is an aluminum cover that is designed to sit on top of finished floor surfaces, such as: carpet, tile, wood, polished concrete or terrazzo.
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA), satin brass plated (SB), and satin nickel plated (SN)

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

Country of Origin: USA

INCLUDED

For Side Compartments:

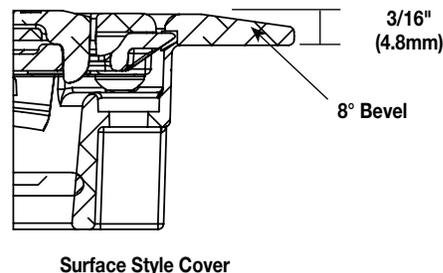
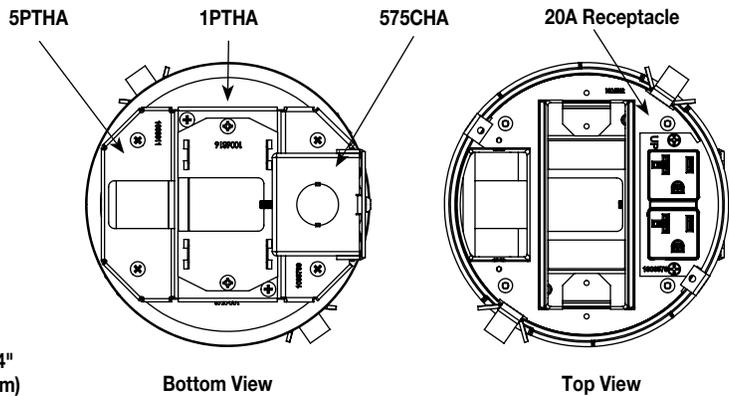
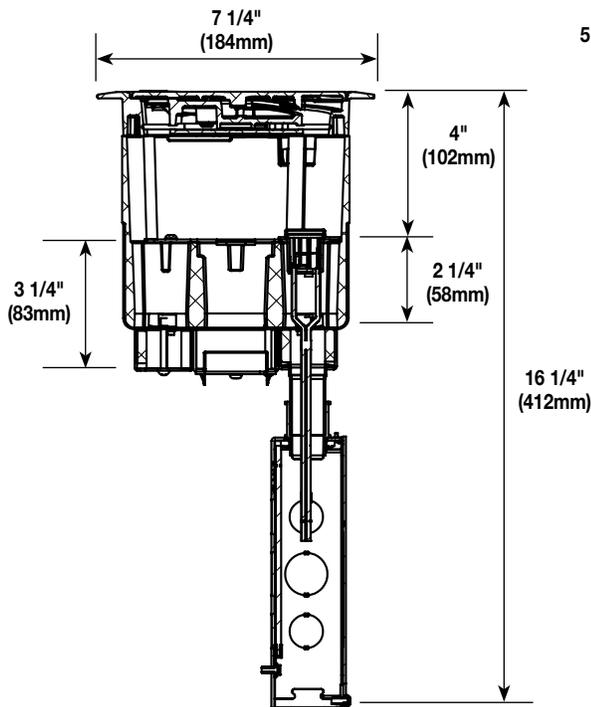
- One (1) proprietary 20A Duplex Receptacle installed
- 682A Device Plate (Not shown)
- 68MAAP Device Plate (Not shown)

For Center Compartment:

- 6DEC Mounting Plate (Not shown)
- 6AAP Mounting Plate (Not shown)
- 6MAAP Device Plate (Not shown)

For Bottom Feed Compartment:

- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



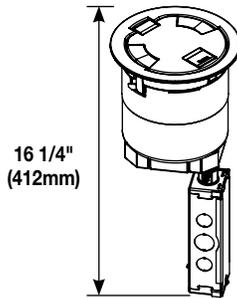
NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

Item 12. ** Also includes junction box attached to the 3/4" conduit.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6AT2PAVBK
6AT2PAVBS
6AT2PAVBZ
6AT2PAVGY
6AT2PAV NK
6AT2PAVAA
6AT2PAVSB
6AT2PAVSN



Description/Specifications

Recessed Prewired A/V Flush Style Poke-Thru Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and audio/video services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a flush style cover, one (1) pre-wired, pre-installed duplex receptacle, and various low voltage and AV devices plates.
- All of the devices are recessed 4" (102mm) below the floor surface level.
- The flush style cover is an aluminum cover that is designed to sit flush with finished floor coverings such as: carpet, tile, or wood.
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA), satin brass plated (SB), and satin nickel plated (SN)

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

NOTE: Includes one (1) 6TS Tile Shim.

Country of Origin: USA

INCLUDED

For Side Compartments:

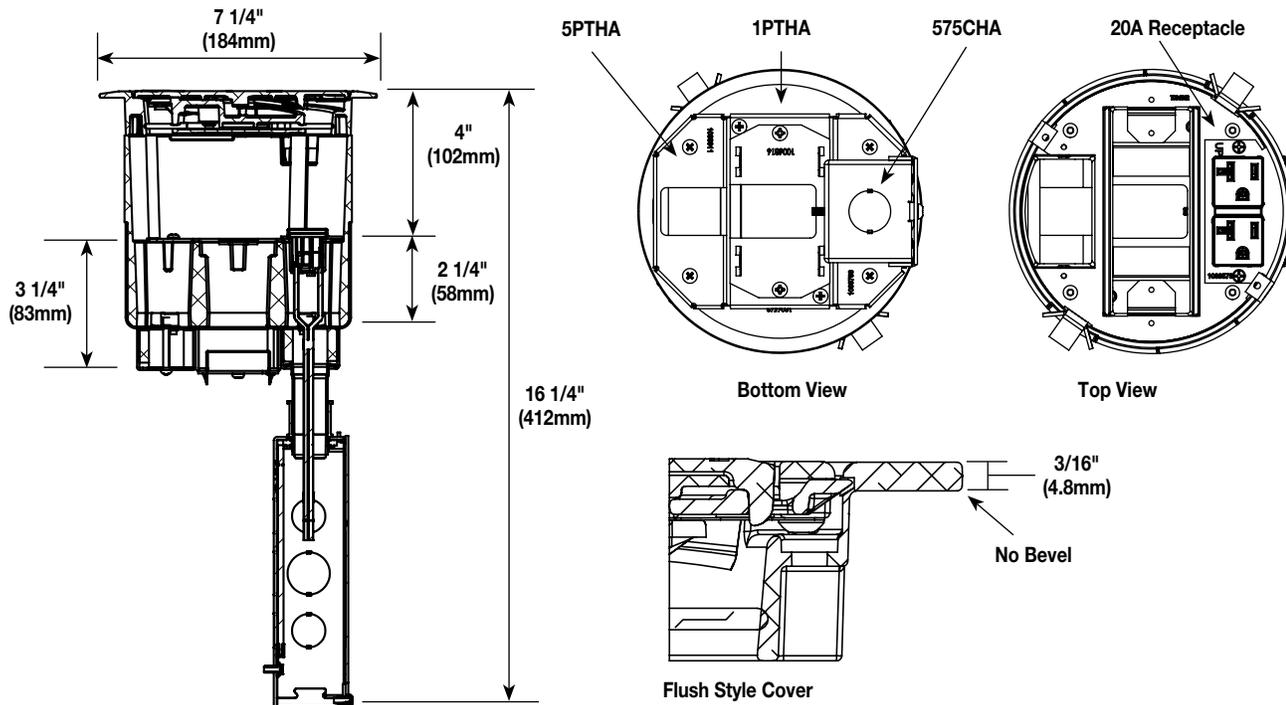
- One (1) proprietary 20A Duplex Receptacle installed
- 682A Device Plate
- 68MAAP Device Plate

For Center Compartment:

- 6DEC Mounting Plate
- 6AAP Mounting Plate
- 68MAAP Device Plate

For Bottom Feed Compartment:

- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

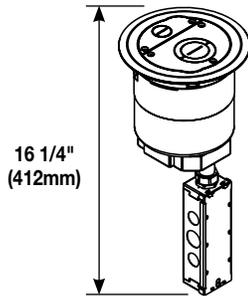
Item 12.

Also includes junction box attached to the 3/4" conduit.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

6ATCFFBK
6ATCFFBS
6ATCFFBZ
6ATCFFGY
6ATCFFNK
6ATCFFAA



Description/Specifications

Furniture Feed Assembly with Surface Style Cover –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a surface style cover that includes one (1) 3/4" trade size screw plug opening and one (1) concentric 2"-1 1/4" trade size screw plug opening.
- The surface style cover is an aluminum cover that is designed to sit on top of finished floor surfaces, such as: carpet, tile, wood, polished concrete or terrazzo.
- Covers are available in eight finishes
 - Five powder coat finishes: black (BK), gray (GY), brass (BS), nickel (NK), and bronze (BZ)
 - Brushed aluminum (AA)

NOTE: UL Fire Classified for up to 2-hour rated floors.

Country of Origin: USA

INCLUDED

For Side Compartments:

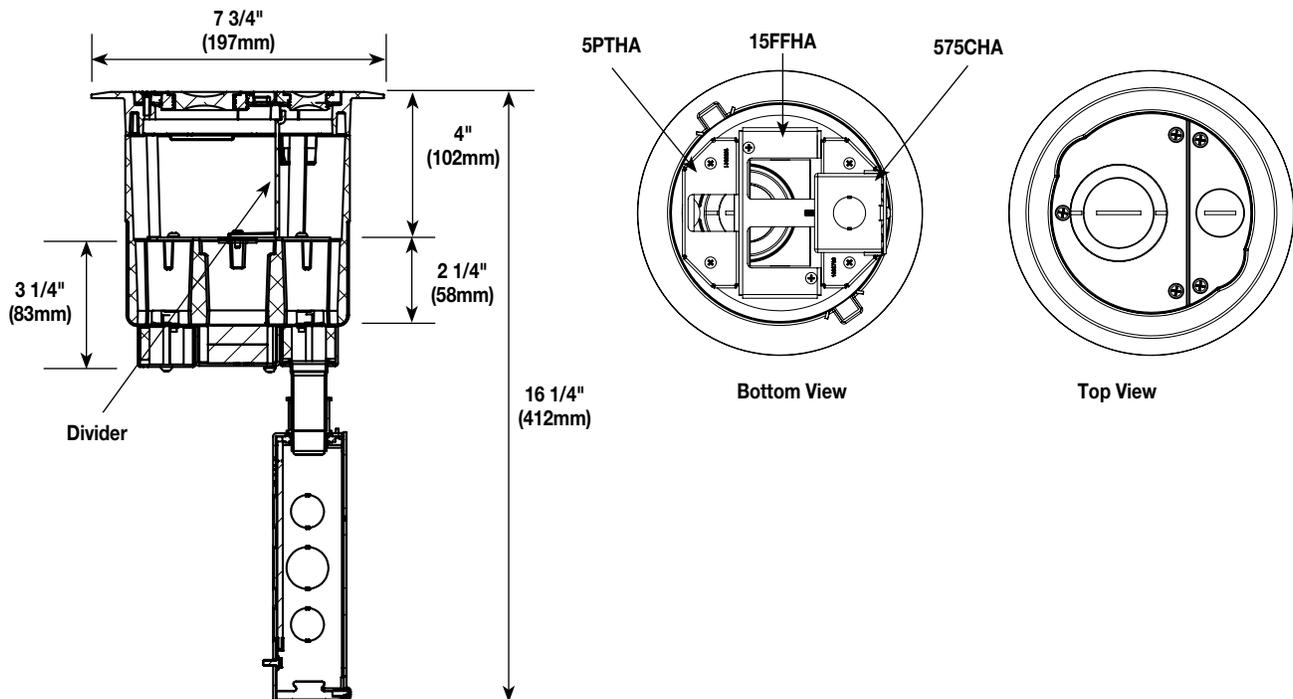
- No Device Plates are included

For Center Compartment:

- No Device Plates are included

For Bottom Feed Compartment:

- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 15FFHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

Item 12.

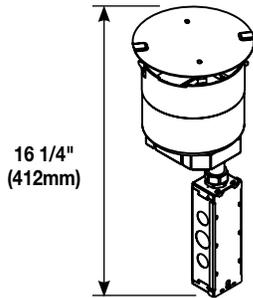
** Also includes junction box attached to the 3/4" conduit.

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

Description/Specifications

6STC



Recessed Unwired Poke-Thru Stem Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a disposable sheet metal cover, and three (3) empty compartments that are recessed 4" (102mm) below the floor surface level and can be configured to accept power, data, or audio/video devices.
- Designed to work with the 6CTC2, 6CT2 and 6CFFTC style covers.

Country of Origin: USA

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

INCLUDED

For Side Compartments:

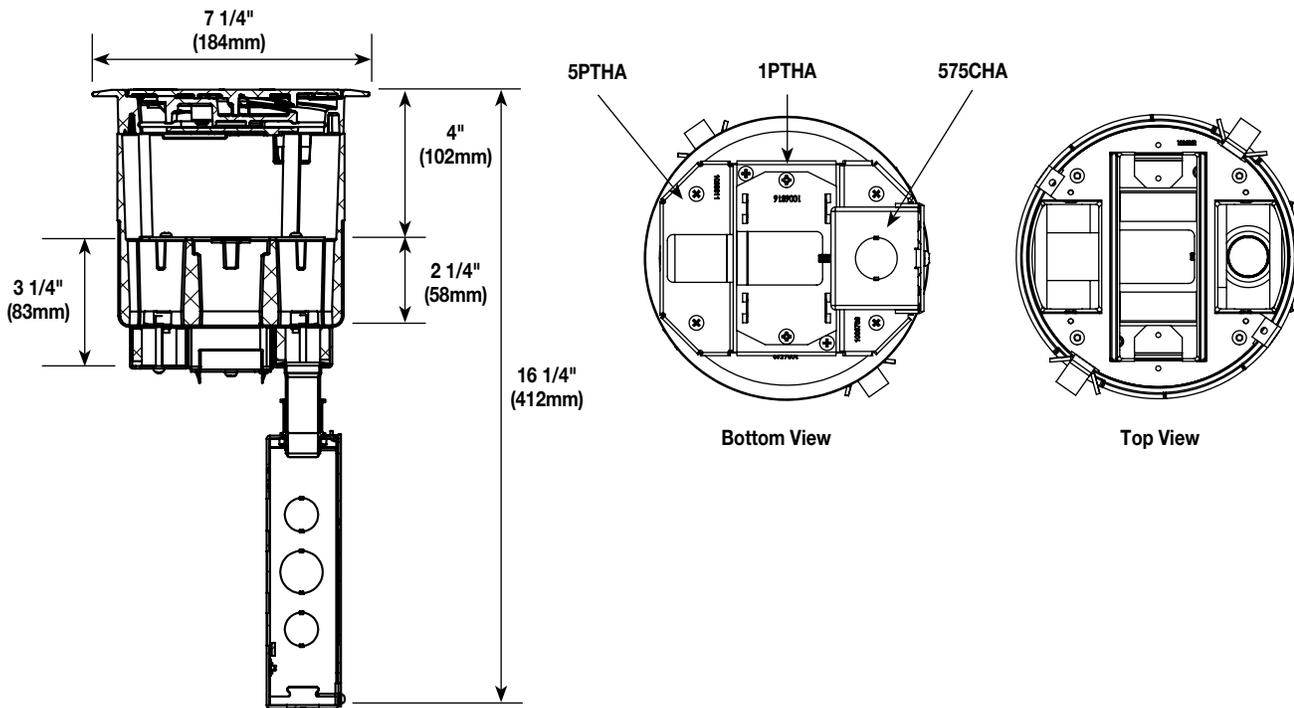
- No Device Plates are included

For Center Compartment:

- No Device Plates are included

For Bottom Feed Compartment:

- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

** Also includes junction box attached to the 3/4" conduit.

Item 12.

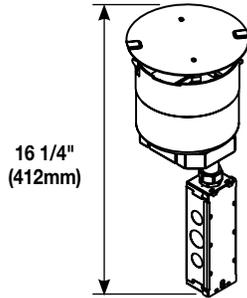
Page 97

Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

Description/Specifications

6STCPAV



Recessed Prewired A/V Poke-Thru Stem Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a disposable sheet metal cover, one (1) pre-wired, pre-installed duplex receptacle and various low voltage and AV devices plates.
- All of the devices are recessed 4" (102mm) below the floor surface level.
- Designed to work with the 6CTC2 and 6CT2 style covers.

Country of Origin: USA

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

INCLUDED

For Side Compartments:

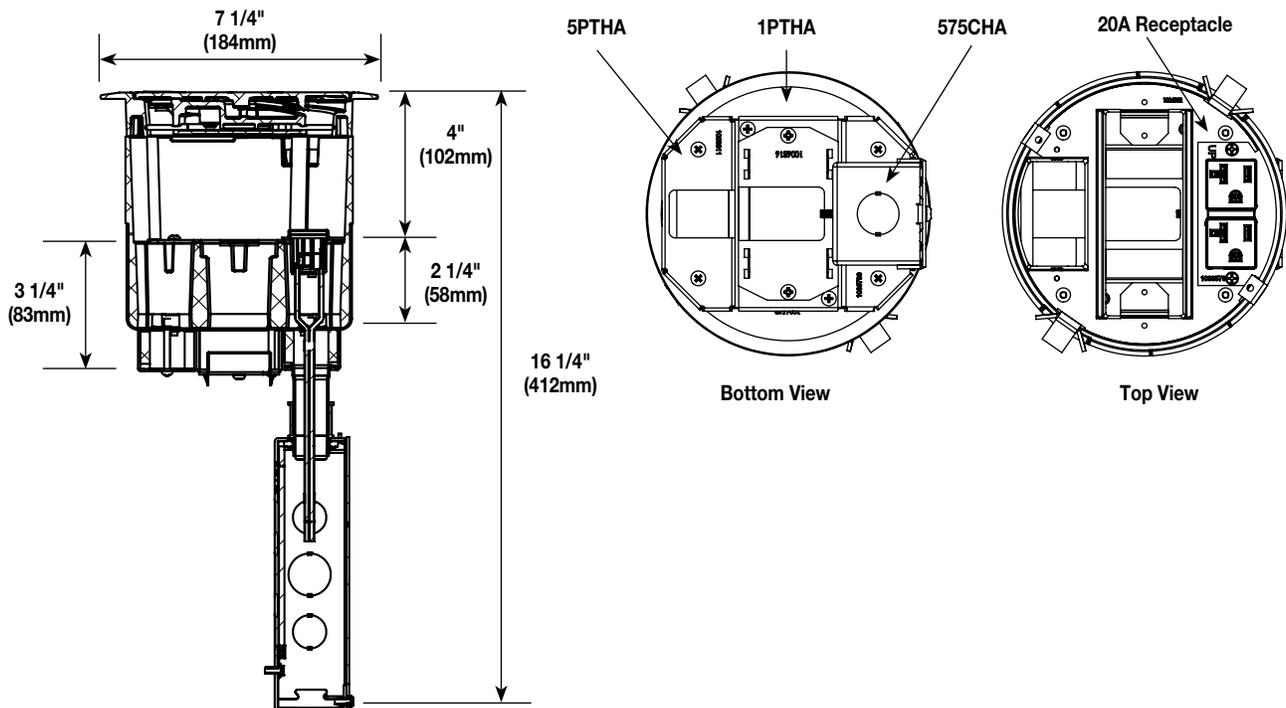
- One (1) proprietary 20A Duplex Receptacle installed
- 682A Device Plate
- 68MAAP Device Plate

For Center Compartment:

- 6DEC Mounting Plate
- 6AAP Mounting Plate
- 68MAAP Device Plate

For Bottom Feed Compartment:

- One (1) 5PTHA 1/2-Gang Pass-Through Housing Assembly
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

** Also includes junction box attached to the 3/4" conduit.

Item 12.

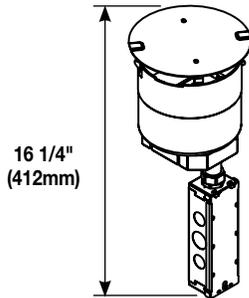
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Evolution Series 6" Poke-Thru Devices Ordering Information

Catalog No./Item

Description/Specifications

6STCP



Recessed Prewired Poke-Thru Stem Assembly –

- Designed to be installed in a concrete floor which has access in the ceiling of the floor below for running power, data and A/V services.
- Poke-thru device installs into a 6" (152mm) to a 6 1/8" (155mm) diameter hole.
- The unit comes complete with a disposable sheet metal cover, two (2) pre-wired, pre-installed duplex receptacles and various low voltage devices plates.
- All of the devices are recessed 4" (102mm) below the floor surface level.
- Designed to work with the 6CTC2 and 6CT2 style covers.

Country of Origin: USA

NOTE: UL Fire Classified for up to 2-hour rated floors.

NOTE: Receptacles can be wired as a standard or isolated ground device.

INCLUDED

For Side Compartments:

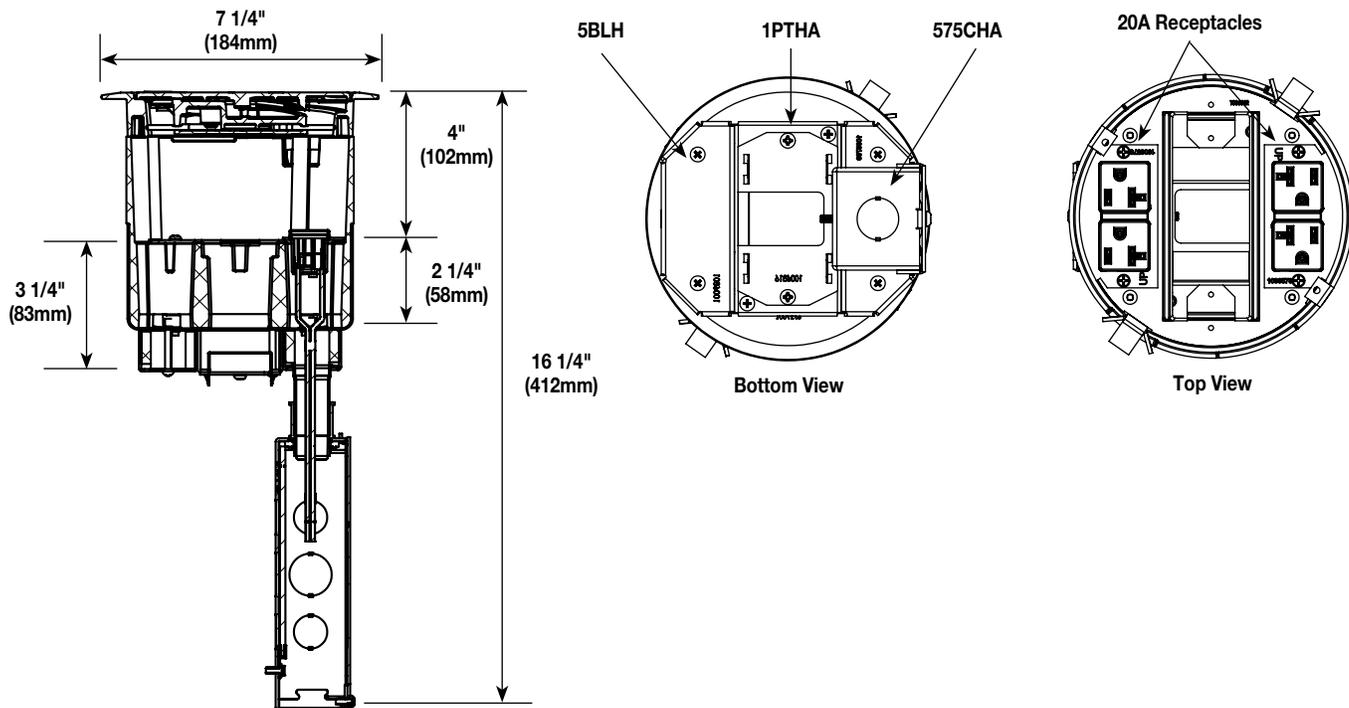
- Two (2) proprietary 20A Duplex Receptacles installed

For Center Compartment:

- One (1) 6ACT8A Mounting Plate
- One (1) 6TRAC Mounting Plate
- One (1) 6SER Mounting Plate

For Bottom Feed Compartment:

- One (1) 5BLH 1/2-Gang Blank Housing*
- One (1) 1PTHA 1-Gang Pass-Through Housing Assembly
- One (1) 575CHA 1/2-Gang 3/4" Conduit Housing Assembly**



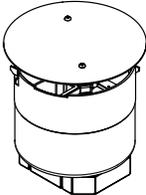
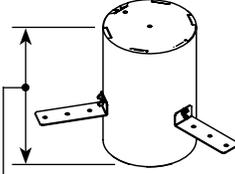
NOTE: For more information on Device Plates and Bottom Feed Plates and on the additional options available, see the Device Plates and Bottom Feed Plates sections found later in this document.

** Also includes junction box attached to the 3/4" conduit.

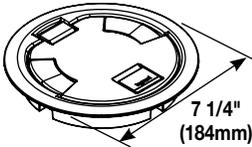
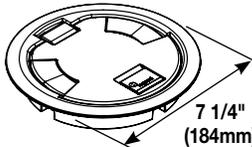
Item 12.

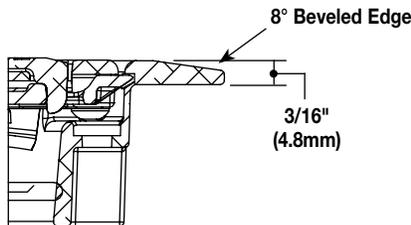
Page 99

Evolution Series 6" Poke-Thru Devices Ordering Information

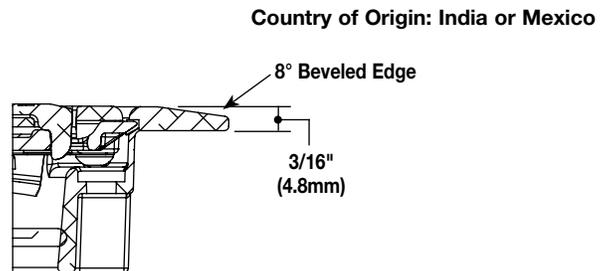
Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
ABPLUG6	 <p>Abandonment Plug Assembly – Complete abandonment plug assembly for 6" opening. Assembly includes intumescent fire stop material to maintain a 2 hour fire rating of the floor.</p> <p>Country of Origin: USA</p>	6PPS	 <p>6" Pre-Pour Poke-Thru Sleeve – Nonmetallic sleeve attaches to structural steel or plywood decking and maintains 6"-6 1/8" diameter cast in core hole. Unit includes three (3) attachment legs, two (2) end caps and three (3) thumb screws.</p> <p>9 15/16" (252mm)</p> <p>Country of Origin: USA</p>

Evolution Series 6" Poke-Thru Devices Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
6CTC2BK 6CTC2BS 6CTC2GY 6CTC2NK 6CTC2BZ 6CTC2AA 6CTC2SB 6CTC2SN	 <p>Surface Style Cover Assembly – Low profile cover designed to attach to the 6STC, 6STCP, and 6STCPAV Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed, an 8° beveled edge that meets ADA guidelines and reduces tripping hazards. These covers are designed to sit on top of finished floor surfaces such as: carpet, tile, wood, polished concrete and terrazzo. Available in five (5) aesthetic powder coated finishes: black (BK), brass (BS), gray (GY), nickel (NK), bronze (BZ) and three metal finishes: brushed aluminum (AA), satin brass plated (SB) and satin nickel plated (SN).</p> <p>7 1/4" (184mm)</p> <p>Country of Origin: India or Mexico</p>	6CTC2BKTR 6CTC2BSTR 6CTC2GYTR 6CTC2NKTR 6CTC2BZTR 6CTC2AATR 6CTC2SBTR 6CTC2SNTR	 <p>Tamper-Resistant Surface Style Cover Assembly – Low profile cover designed to attach to the 6STC, 6STCP, and 6STCPAV Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a tamper-resistant screw to keep out unauthorized personnel, a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed, an 8° beveled edge that meets ADA guidelines and reduces tripping hazards. These covers are designed to sit on top of finished floor surfaces such as: carpet, tile, wood, polished concrete and terrazzo. Available in five (5) aesthetic powder coated finishes: black (BK), brass (BS), gray (GY), nickel (NK), bronze (BZ) and three metal finishes: brushed aluminum (AA), satin brass plated (SB) and satin nickel plated (SN).</p> <p>7 1/4" (184mm)</p> <p>Country of Origin: India or Mexico</p>



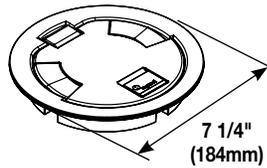
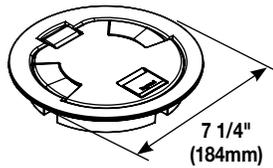
NOTE: All surface style poke-thru devices come with a transition angle to aid in the change in floor elevation.



NOTE: All surface style poke-thru devices come with a transition angle to aid in the change in floor elevation.

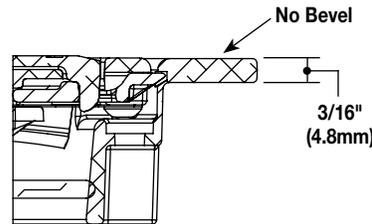
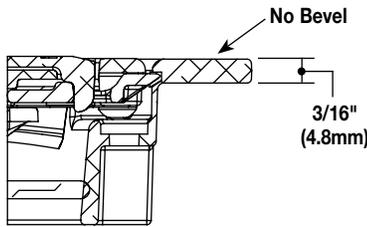
Evolution Series 6" Poke-Thru Devices Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
6CT2BK 6CT2BS 6CT2GY 6CT2NK 6CT2BZ 6CT2AA 6CT2SB 6CT2SN	<p>Flush Style Cover Assembly – Low profile covers that are designed to attach to the 6STC, 6STCP, and 6STCPAV Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed. These covers are designed to sit flush with finished floor coverings such as: carpet, tile, and wood. Available in five (5) aesthetic powder coated finishes: black (BK), brass (BS), gray (GY), nickel (NK), bronze (BZ) and three metal finishes: brushed aluminum (AA), satin brass plated (SB) and satin nickel plated (SN).</p>	6CT2BKTR 6CT2BSTR 6CT2GYTR 6CT2NKTR 6CT2BZTR 6CT2AATR 6CT2SBTR 6CT2SNTR	<p>Tamper-Resistant Flush Style Cover Assembly – Low profile covers that are designed to attach to the 6STC, 6STCP, and 6STCPAV Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a tamper-resistant screw to keep out unauthorized personnel, a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed. These covers are designed to sit flush with finished floor coverings such as: carpet, tile, and wood. Available in five (5) aesthetic powder coated finishes: black (BK), brass (BS), gray (GY), nickel (NK), bronze (BZ) and three metal finishes: brushed aluminum (AA), satin brass plated (SB) and satin nickel plated (SN).</p>



Country of Origin: India or Mexico

Country of Origin: India or Mexico



NOTE: Includes 6TS Tile Shim.

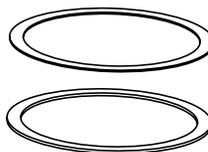
NOTE: Includes 6TS Tile Shim.

6CFFTCBK
6CFFTCBS
6CFFTCGY
6CFFTCNK
6CFFTCBZ
6CFFTCOA

Furniture Feed Cover Assembly – Surface style, die-cast aluminum cover assembly, with one (1) 3/4" trade size screw plug opening, and one (1) concentric 2"-1 1/4" trade size screw plug opening. Cover assembly is available in five (5) powder coated finishes: black (BK), gray (GY), nickel (NK), brass (BS), bronze (BZ) and also available in Brushed Aluminum (AA). 6CFFTC Series Cover Assemblies designed for use with 6STC Poke-Thru Stem Assembly. Includes one (1) 3/4" and one (1) 2" trade size conduit fittings and one (1) divider to separate services.

6TS

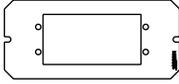
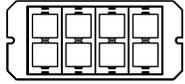
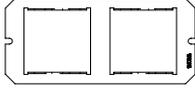
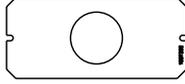
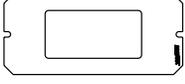
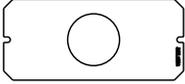
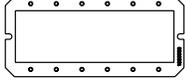
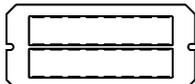
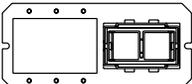
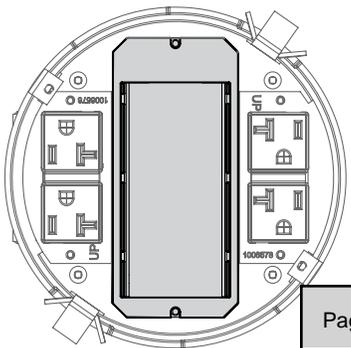
Tile Shim – Used for floor coverings greater than 3/16" (4.8mm). The 6TS will allow the top surface of the cover to be flush with the finished floor. Includes: six (6) 1/16" (1.6mm) thick shims. Up to a total of 3/8" (9.5mm) of adjustment.



Country of Origin: USA

Country of Origin: USA

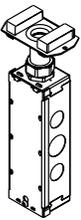
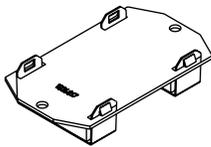
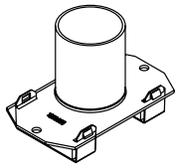
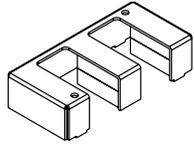
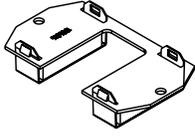
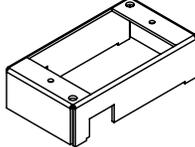
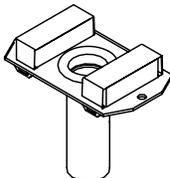
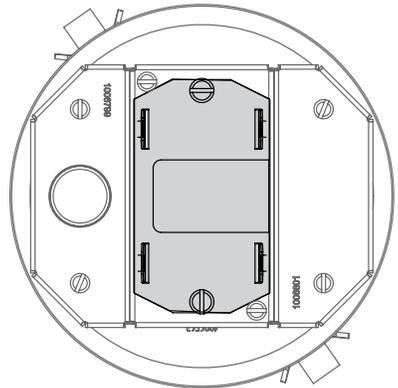
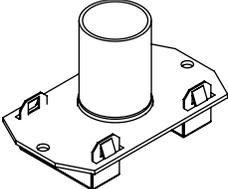
Evolution Series 6" Poke-Thru Devices Center Mount Device Plates Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
6AAP	 <p>Device Mounting Plate – Device plate that will accept up to two (2) Extron® Electronics AAP style plates. For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p>	6MOS	 <p>Mosaic Device Plate – Device plate will accept two (2) standard (45mm x 45mm) or one (1) standard (45mm x 90mm) Mosaic style device(s). Devices supplied by others.</p> <p>Country of Origin: USA</p> <p>NOTE: Not designed to accept adorne style devices.</p>
6ACT8A	 <p>Device Mounting Plate – Device plate that will accept up to eight (8) ports of communication devices. For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p>	6MOSBS	 <p>Mosaic British Standard Device Plate – Device plate will accept two (2) Mosaic British standard devices (45mm x 45mm). For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p> <p>NOTE: Not designed to accept adorne style devices.</p>
6B	 <p>Device Mounting Plate – Device plate used to blank off center compartment, when no devices are used.</p> <p>Country of Origin: USA</p>	6S1	 <p>Device Mounting Plate – Receptacle opening 1 3/8" (35mm). For use in the center compartment only. For 6" poke-thru units only.</p> <p>Country of Origin: USA</p>
6DEC	 <p>Device Mounting Plate – Device plate that will accept Decorator style devices such as 20A receptacles, GFCIs, 106 adapters or A/V devices. For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p>	6S2	 <p>Device Mounting Plate – Receptacle opening 1 9/16" (40mm). For use in the center compartment only. For 6" poke-thru units only.</p> <p>Country of Origin: USA</p>
6DP	 <p>Device Mounting Plate – Device plate that will accept standard 15A or 20A duplex receptacle, duplex Turnlok receptacle or 106 data adapter. For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p>	6SER	 <p>Device Mounting Plate – Device plate that will accept up to four (4) Ortronics® Series II dual modular inserts. For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p>
6MAAP	 <p>Device Mounting Plate – Device plate that will accept up to six (6) Legrand AVIP or Extron® Electronics MAAP style plates. For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p>	6TRAC	 <p>Device Mounting Plate – Device plate that will accept up to eight (8) Ortronics® TracJack devices. For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p>
6MAAP2A	 <p>Device Mounting Plate – Combination device plate that will accept up to three (3) Legrand AVIP or Extron® Electronics MAAP style plates, and up to two (2) ports of communication devices. For use in the center compartment only. Devices supplied by others.</p> <p>Country of Origin: USA</p>	6AT Center Mount Device Plate Mounting Location	 <p>Mounting plates on this page can be installed in the shaded location indicated in this illustration.</p>

Evolution Series 6" Poke-Thru Devices Side Mount Device Plates Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
68REC	<p>20A Duplex Receptacles – Two (2) proprietary 20A duplex power receptacles with mounting plates. Designed to fit into the 6", 8" and 10" Poke-Thru Devices. Receptacle can be wired as a standard or isolated ground device.</p> <p>Country of Origin: USA</p>	682A	<p>Device Mounting Plate – Device plate that will accept up to two (2) ports of communication devices. For use in either of the two side compartments only. Not for use in the center compartment. Communication devices supplied by others.</p> <p>Country of Origin: USA</p>
68B	<p>Device Mounting Plate – Blank plate. Used to blank off either of the side compartments when no devices or cabling are to be used.</p> <p>Country of Origin: USA</p>	68REC-CTRL*	<p>Controlled Receptacle – One (1) 20A proprietary duplex receptacle marked with a permanent controlled receptacle marking .</p> <p>Country of Origin: USA</p>
68MAAP	<p>Device Mounting Plate – Device plate that will accept up to two (2) Legrand AVIP or Extron® Electronics MAAP device plates. For use in either of the two side compartments only. Not for use in the center compartment. Extron Devices supplied by others.</p> <p>Country of Origin: USA</p>	682A-PT	<p>Device Plate – Device plate that allows for communication cabling to pass through. Includes one (1) rectangular adapter ring.</p> <p>Country of Origin: USA</p>
68REC-25	<p>20A Duplex Receptacles – Two (2) proprietary 20A duplex power receptacles with mounting plates and 25' leads. Designed to fit into the 6", 8" and 10" Poke-Thru Devices. Receptacle can be wired as a standard or isolated ground device.</p> <p>Country of Origin: USA</p>	6AT Side Mount Device Plates Mounting Locations	<p>Device Plates in this section can be installed in the shaded locations indicated in this illustration.</p>

Evolution Series 6" Poke-Thru Devices Bottom Feed Device Plates Ordering Information

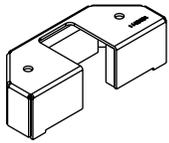
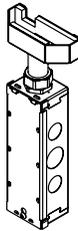
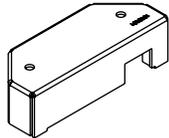
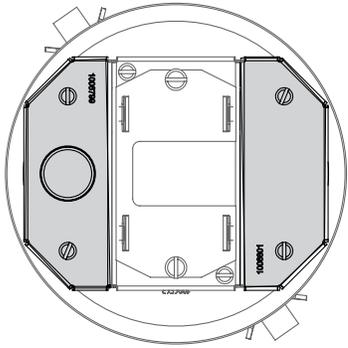
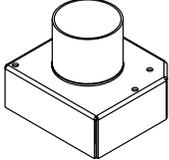
Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
175CHA	 <p>Bottom Housing Assembly – One-gang 3/4" trade size conduit housing assembly. Includes junction box attached to 3/4" trade size conduit for electrical power connections. For use in the center compartments of 6", 8" and 10" poke-thru devices. Country of Origin: USA NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.</p>	1BLH	 <p>Bottom Housing Assembly – One-gang blank housing assembly. Designed to blank off compartment when no cable pass through is required. For use in the center compartments of 6", 8" and 10" poke-thru devices. Country of Origin: USA NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.</p>
1125CHA	 <p>Bottom Housing Assembly – One-gang 1 1/4" trade size conduit housing assembly. For use in the center compartments of 6", 8" and 10" poke-thru devices. Country of Origin: USA NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.</p>	15FFHA	 <p>Bottom Housing Assembly – One and a half-gang pass through conduit housing assembly. Used for furniture feed applications on the center compartment only. Only for use with 6" poke-thru units. Country of Origin: USA</p>
1PTHA	 <p>Bottom Housing Assembly – One-gang pass through housing assembly. Designed to allow pass through of communication cables when no conduit is required. For use in the center compartments of 6", 8" and 10" poke-thru devices. Country of Origin: USA NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.</p>	1BHA	 <p>Bottom Housing Assembly – One-gang bottom housing assembly. Designed to accept 175CHA, 1125CHA, 1PTHA, 1100CHA and 1BLH plates. Only for use with 6" poke-thru units. Country of Origin: USA</p>
175CHA-LJB	 <p>Bottom Housing Assembly – One-gang 3/4" trade size conduit housing assembly. For use in the center compartments of 6", 8" and 10" poke-thru devices. Country of Origin: USA NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.</p>	<p>6AT Bottom Feed Center Mount Device Plate Location</p>  <p>All bottom housing assemblies on this page can be installed in the shaded locations indicated in these illustrations.</p>	
1100CHA	 <p>Bottom Housing Assembly – One-gang 1" trade size conduit housing assembly. For use in the center compartments of 6", 8" and 10" poke-thru devices. Country of Origin: USA NOTE: When using on a 6ATCFF Furniture Feed unit, 1BHA (sold separately) is required.</p>	<p>CAUTION: Receptacle supplied with this Poke-Thru is not suitable for direct field wiring. Contact manufacturer for replacement. Field modifications will void UL Listing and Classification. Replacement receptacle is limited to this manufacturers' Catalog No 68REC.</p>	

CAUTION: Receptacle supplied with this Poke-Thru is not suitable for direct field wiring. Contact manufacturer for replacement. Field modifications will void UL Listing and Classification. Replacement receptacle is limited to this manufacturers' Catalog No 68REC.

Item 12.

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Evolution Series 6" Poke-Thru Devices Bottom Feed Device Plates Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
5PTHA	 <p>Bottom Housing Assembly – Half-gang pass through housing assembly. Designed to allow pass through of communication cables when no conduit is required. For use in 6" and 8" poke-thru devices.</p> <p>Country of Origin: USA</p>	575CHA	 <p>Bottom Housing Assembly – Half-gang 3/4" trade size conduit housing assembly. Includes junction box attached to 3/4" trade size conduit for electrical power connections. For use in 6" and 8" poke-thru devices.</p> <p>Country of Origin: USA</p>
5BLH	 <p>Bottom Housing Assembly – Half-gang blank housing assembly. Designed to blank off compartment when no cable pass through is required. For use on side compartments only. For use in 6" and 8" poke-thru devices. Includes tunnels for 6" and 8" poke-thru devices.</p> <p>Country of Origin: USA</p>	6AT Bottom Feed Side Mount Device Plate Mounting Locations	 <p>Device Plates in this section can be installed in the shaded locations indicated in this illustration.</p>
152CHA	 <p>Bottom Housing Assembly – One and a half-gang 2" trade size conduit housing assembly. For use in 6" poke-thru devices. When 152CHA is used, the center and outer compartment are the same service and cannot be divided.</p> <p>Country of Origin: USA</p>		

NOTE: All brand and product names referenced in this document are registered trademarks or trademarks of their respective holders.

NOTE: The paper used to print this document is an environmentally responsible paper with 10% post consumer waste, with FSC and SFI Chain of Custody certifications, Lacey Act complaint. 100% of the electricity used to manufacture Flo sheets is generated with Green-e certified renewable energy.

Recessed Floor Boxes for Concrete & Wood Floors

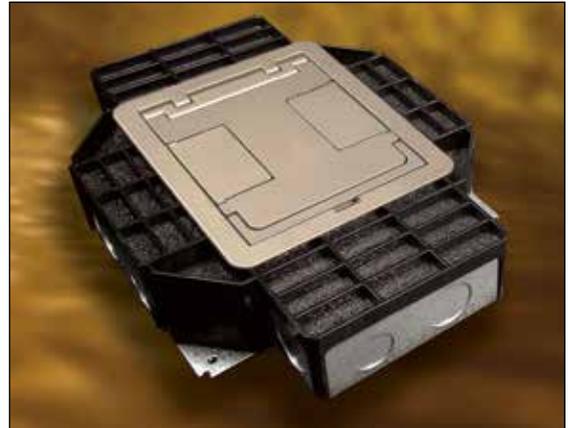
Resource RFB® Series of Floor Boxes are versatile recessed activation solutions that provide power, communication and/or audio/video services to open space areas, or directly to workstations. Resource RFB Series Floor Boxes are available in two- to six-gang models with a variety of aesthetic cover options including colors and profiles available.

Resource RFB Series Floor Boxes have many applications, including schools, financial institutions, commercial office buildings, hospitality and residences.



Protection from water, dirt, and debris.

RFB4 Series Floor Box with the new FloorPort Activation Cover.



FEATURES & BENEFITS

- **RFB6 & RFB6E have independent wiring compartments that allow capacity for up to six duplex receptacles and/or communication services.** Reduces overall cost by providing for most cabling requirements.
- **The RFB4 has three versions for various applications.** A cast iron version to meet on grade requirements, a steel version to reduce installation cost on above grade floors, and a shallow steel version that provides flexibility with varying concrete depths.
- **Fully adjustable before and after the concrete pour.** Labor savings by adapting to various pour depths and conditions.
- **Range of conduit sizes.** Allows for most conduit schemes, even feed through capability, which saves time and money during installation. KOs range from 1/2" to 2" trade size.
- **Triple service boxes.** Accommodate power, communication and/or audio/video devices which reduces the need for multiple boxes.
- **Accepts round Evolution™ Series Covers.** RFB4E Series Floor Box accept the round 6" Evolution™ Series Covers while RFB6E Series Floor Box accepts the round 8" Evolution™ Series Covers increasing the ability to match aesthetics throughout the building.
- **RFB2 & RFB4 shallow versions allow pass-around tunneling.** Flexibility in design to have adjacent compartments wired together.
- **Redesigned FloorPort Activation Covers.** Provides TopGuard protection from water, dirt and debris plus added strength and durability. Now available in brushed aluminum and five decorative powder coat finishes: Black, Brass, Nickel, Gray and Bronze.
- **Wide variety of mounting brackets.** Can adapt to most power and communication needs. Reduces overall life cycle cost.
- **RFB4E and RFB6E Series Floor Boxes available for bare concrete and terrazzo floors.** By using RFB4E-CTR or RFB6E-CTR Rings (sold separately) these boxes can be installed into bare concrete or terrazzo floors with a clean, aesthetic finish.
- **Datacom connectivity options.** Accepts industry standard and proprietary devices from a wide range of manufacturers to provide a seamless and aesthetically pleasing interface for voice, data, audio, and video applications at the point-of-use. A wide selection of data and adapter options are available for use with Ortronics® TracJack™ and Series II devices.
- **2" Conduit Hub.** By using 2HUB with the RFB4E Series Floor Box (sold separately) a greater capacity of pre-terminated cables can be brought in the a shallower box. Increasing the functionality and reducing concrete pours.
- **Installs in both concrete and wood floors.** Provides the first recessed wood floor box for both commercial and residential applications. Available for RFB2, RFB6 and RFB6E Series Floor Boxes.
- **Lightweight "slab-on-grade" version.** Special fusion-bonded epoxy corrosion resistant paint finish allows for slab-on-grade use without the weight of cast iron material. Available in RFB2, RFB4E, RFB6 and RFB6E Series Floor Boxes.
- **Accepts Floorport™ Activation Covers.** Allows a consistent aesthetic finish for the RFB2, RFB4 & RFB6 Series Recessed Floor Boxes.
- **Buy America Act/NAFTA versions.** FloorPort Service Fittings are now available in versions that meet the Buy America Act/NAFTA requirements.
- **UL Listed to U.S. and Canadian safety standards for tile, terrazzo, carpet and wood floors.**



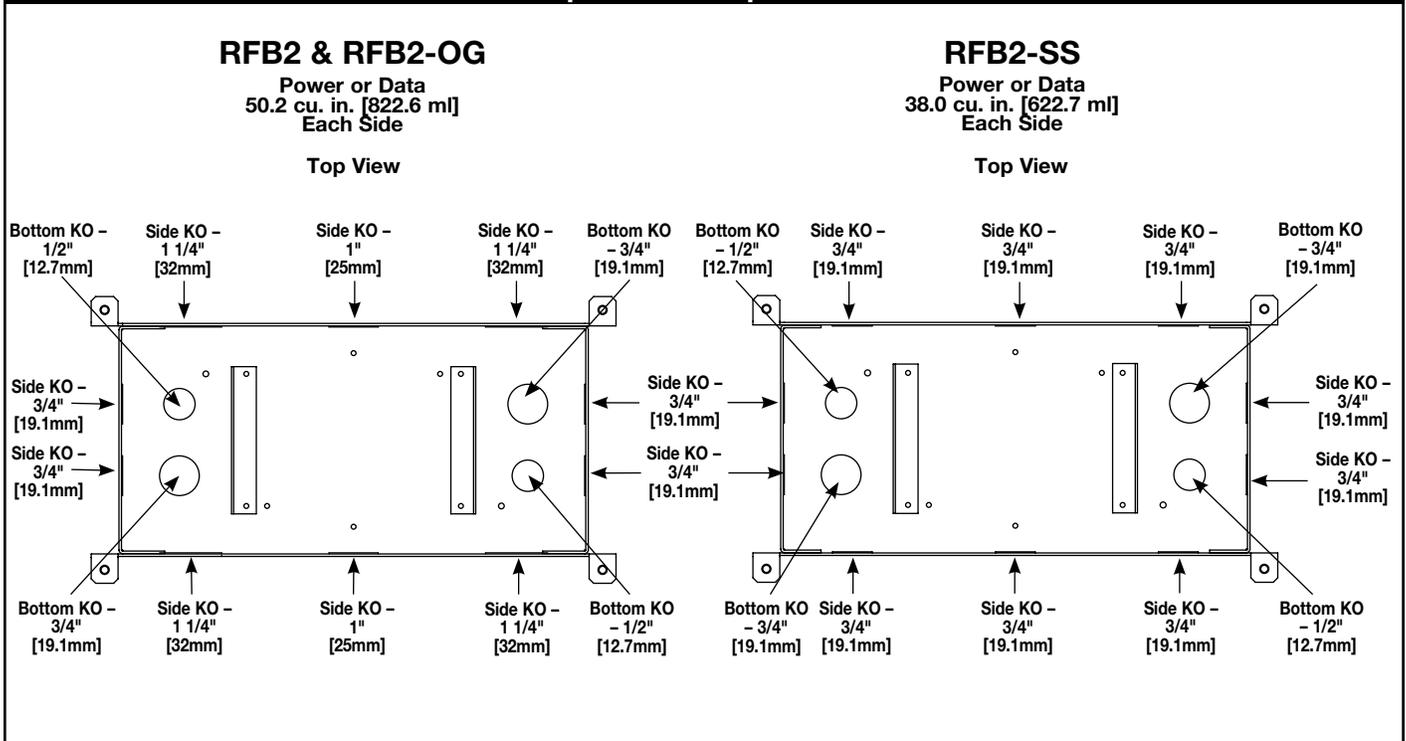
Download this product's PEP ecopassport environmental product declaration at www.legrand.us/resources-and-downloads. This declaration conforms with ISO 14025 and 14040 and is in alignment with EN 15804.

Resource RFB Series Floor Box Selection Guide

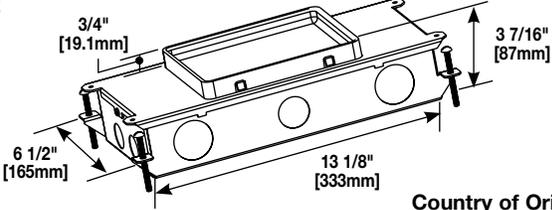
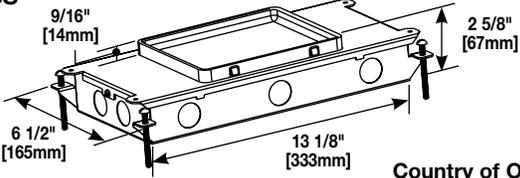
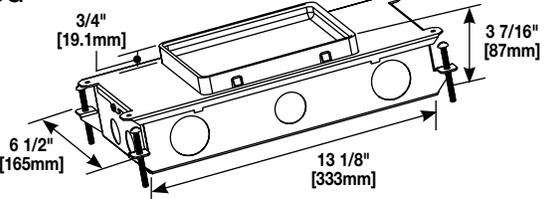
Box Model	Install Floor Type:		Box Type:	Box Capacity:	Depth Behind Plates:	A/V Compatibility	Trade Size Conduit Feed:	Cover Style	Country of Origin	Adjustability
	Concrete	Wood								
RFB2	Yes	Yes	Above Grade	2 Gangs	3" [76mm]	Legrand AVIP, Altinex Intera, Extron AAP, MAAP & Decorator, Ortronics Series II	1/2" - 1 1/4"	FloorPort	Mexico	Fully Adjustable
RFB2-SS	Yes	Yes	Above Grade	2 Gangs	3" [76mm]		1/2" - 3/4"	FloorPort	Mexico	
RFB2-OG	Yes	Yes	On-Grade	2 Gangs	3" [76mm]		1/2" - 1 1/4"	FloorPort	Mexico	
RFB4	Yes	No	Above Grade	4 Gangs	2" [51mm]		1/2" - 1 1/4"	FloorPort	Mexico	
RFB4-4DB	Yes	No	Above Grade	4 Gangs	2" [51mm]		1/2" - 1 1/4"	FloorPort	Mexico	
RFB4-SS	Yes	No	Above Grade	4 Gangs	2" [51mm]		1/2" - 1"	FloorPort	Mexico	
RFB4-CI-1	Yes	No	On-Grade	4 Gangs	2" [51mm]		1" - 1 1/4"	FloorPort	China	
RFB4-CI-1-NA	Yes	No	On-Grade	4 Gangs	2" [51mm]		1" - 1 1/4"	FloorPort	USA	
RFB4E	Yes	No	Above Grade	4 Gangs	3 1/2" [89mm]		3/4" - 2"	Evolution 6CT2, 6CTC2 & 6CFFTC Series	Mexico	
RFB4E-OG	Yes	No	On-Grade	4 Gangs	3 1/2" [89mm]		3/4" - 2"		Mexico	
RFB6	Yes	Yes	Above Grade	6 Gangs	3 1/4" [83mm]		3/4" - 1 1/4"	FloorPort	Mexico	
RFB6-OG	Yes	Yes	On-Grade	6 Gangs	3 1/4" [83mm]		3/4" - 1 1/4"	FloorPort	Mexico	
RFB6E	Yes	Yes	Above Grade	6 Gangs	3 1/4" [83mm]		3/4" - 1 1/4"	Evolution 8CT2 & 8CTC2 Series	Mexico	
RFB6E-OG	Yes	Yes	On-Grade	6 Gangs	3 1/4" [83mm]		3/4" - 1 1/4"		Mexico	

NOTE: Pricing may vary depending on country of origin. Consult your local sales representative for more information.

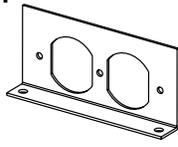
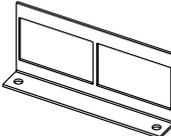
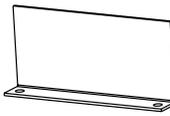
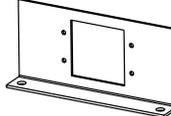
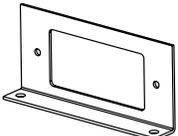
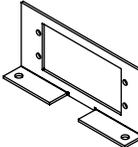
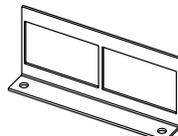
RFB2 Series Floor Boxes Compartment Capacities/Knockout Locations & Sizes



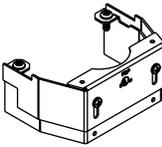
RFB2 Series Multiservice Steel Recessed Floor Box Ordering Information

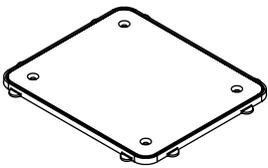
Catalog No./Item	Description/Specifications
<p>RFB2</p>  <p style="text-align: right;">Country of Origin: Mexico</p>	<p>Two-Compartment Box – For use in either concrete or wood floors. Fully adjustable with tunnel compartment. Supplied with one (1) duplex receptacle mounting plate, and one (1) communication mounting plate (RFB22AB). Other device plates sold separately.</p>
<p>RFB2-SS</p>  <p style="text-align: right;">Country of Origin: Mexico</p>	<p>Two-Compartment Shallow Stamped Steel Floor Box – For use in either concrete or wood floors. Fully adjustable with tunnel compartment. Supplied with one (1) duplex receptacle mounting plate, and one (1) communication mounting plate (RFB22AB). Other device plates sold separately.</p>
<p>RFB2-OG</p>  <p style="text-align: right;">Country of Origin: Mexico</p>	<p>Two-Compartment Box – For use On Grade. Fully adjustable with tunnel compartment. Supplied with one (1) duplex receptacle mounting plate, and one (1) communication mounting plate (RFB22AB). Other device plates sold separately.</p> <p>NOTE: RFB2-OG for on-grade applications is painted with a fusion-bonded epoxy designed for use on metal reinforcement bar and related accessories before encapsulating in concrete.</p>

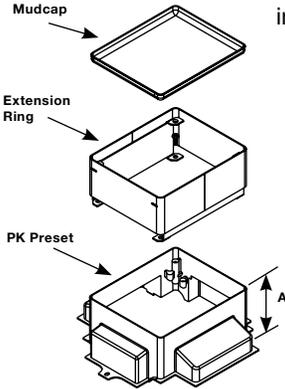
RFB2 Series Multiservice Steel Recessed Floor Box Accessories

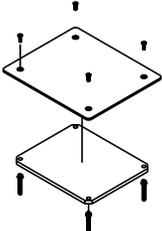
Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
<p>RFB2DP</p>  <p>Internal Duplex Receptacle Bracket – Accepts standard 15 Amp & 20 Amp Duplex Receptacles. Country of Origin: Mexico</p> <p>NOTE: For RFB2 Series Floor Boxes only.</p>	<p>RFB2RT</p>  <p>Internal Communication Bracket – Includes Two (2) adapters to accept Ortronics® TracJack devices, and Two (2) adapters to accept Ortronics® Series II devices (sold separately). Country of Origin: Mexico</p> <p>NOTE: For RFB2 Series Floor Boxes only.</p>		
<p>RFB2B</p>  <p>Internal Blank Bracket – Plate used to close off unused gangs. Country of Origin: Mexico</p> <p>NOTE: For RFB2 Series Floor Boxes only.</p>	<p>RFB2EXT</p>  <p>Internal Audio/Video Bracket – Accepts two (2) Legrand AVIP or Extron® Electronics MAAP Series devices (sold separately). Country of Origin: Mexico</p> <p>NOTE: For RFB2 Series Floor Boxes only.</p>		
<p>RFB2GFI</p>  <p>Internal GFI or Decorator Style Receptacle Bracket – Accepts standard GFCI or Decorator Style Receptacles, Communication or Audio/Video Devices. Country of Origin: Mexico</p> <p>NOTE: For RFB2 Series Floor Boxes only.</p>	<p>RFB2-AAP</p>  <p>Internal Audio/Video Bracket – Accepts Two (2) Extron® Electronics AAP Series devices (sold separately). Country of Origin: Mexico</p> <p>NOTE: For RFB2 Series Floor Boxes only.</p>		
<p>RFB22AB</p>  <p>Internal Communication Bracket – Includes two (2) adapters to accept Wiremold CM2 Series Open System communication inserts (sold separately). Country of Origin: Mexico</p> <p>NOTE: For RFB2 Series Floor Boxes only.</p>			

RFB2 Series Multiservice Steel Recessed Floor Box Accessories

Catalog No./Item	Description/Specifications
<p>RFBKIT</p> 	<p>Barrier Kit – Barrier kit used to separate power and communication wires in partition feed covers. Supplied with base and three extensions to adjust to cover height. Kit should be used on RFB2, RFB2-OG, RFB2-SS, RFB4 and RFB4-SS Floor Boxes. Kits are sold separately.</p> <p>Country of Origin: USA</p>

<p>FP-CTR</p> 	<p>Bare Concrete & Terrazzo Ring – Nonmetallic ring for use on bare polished concrete and terrazzo floor applications.</p> <p>Country of Origin: USA</p>
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Catalog No./Item	Description/Specifications												
<p>PKER</p> 	<p>Extensions – Attaches to preset to add height to preset. Can be field installed.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Extension</th> <th>Height Above Preset "A"</th> </tr> </thead> <tbody> <tr> <td>PKER-10</td> <td>1" [25mm]</td> </tr> <tr> <td>PKER-15</td> <td>1 1/2" [38mm]</td> </tr> <tr> <td>PKER-20</td> <td>2" [51mm]</td> </tr> <tr> <td>PKER-25</td> <td>2 1/2" [64mm]</td> </tr> <tr> <td>PKER-30</td> <td>3" [76mm]</td> </tr> </tbody> </table> <p>Country of Origin: USA</p>	Extension	Height Above Preset "A"	PKER-10	1" [25mm]	PKER-15	1 1/2" [38mm]	PKER-20	2" [51mm]	PKER-25	2 1/2" [64mm]	PKER-30	3" [76mm]
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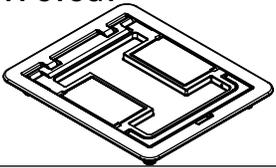
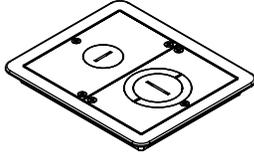
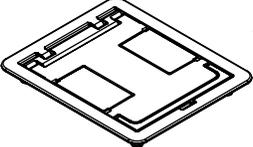
<p>S3AXB</p> 	<p>Blanking Plate – Aluminum top plate with steel support plate and four (4) adjusting screws.</p> <p>Country of Origin: USA</p>
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FloorPort Series Cover Assemblies for RFB2 Series Floor Boxes

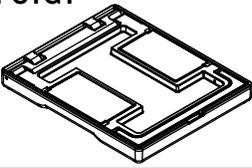
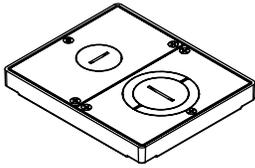
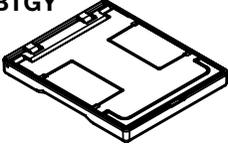
FLOORPORT PART NUMBER CONFIGURATOR

FP	B	TC	NK
FloorPort Cover	Blank Top Cutout Top Furniture Feed	B C FF	Tile (Flangeless) Tile/Carpet (Flanged)
		T TC	Nickel Brass Black Bronze Gray Brushed Aluminum
			NK BS BK BZ GY AL

FloorPort Series Flanged Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
FPCTCBK FPCTCBZ FPCTCBS FPCTCNK FPCTCAL FPCTCGY 	Cutout Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Insert in lid allows for carpet or tile cutouts to match finished floor.	FPFFTCBK FPFFTCBZ FPFFTCBS FPFFTCNK FPFFTCAL FPFFTCGY 	Furniture Feed Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
FPBTCBK FPBTCBZ FPBTCBS FPBTCNK FPBTCAL FPBTCGY 	Blank Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Lid area is flush with the finished floor, no cutouts provided.		Country of Origin: USA
	Country of Origin: India		Country of Origin: USA

FloorPort Series Flangeless Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
FPCTBK FPCTBZ FPCTBS FPCTNK FPCTAL FPCTGY 	Cutout Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Insert in lid allows for tile cutouts to match finished floor.	FPFFTBK FPFFTBZ FPFFTBS FPFFTNK FPFFTAL FPFFTGY 	Furniture Feed Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
FPBTBK FPBTBZ FPBTBS FPBTNK FPBTAL FPBTGY 	Blank Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Lid area is flush with the finished floor, no cutouts provided.		Country of Origin: USA
	Country of Origin: India		Country of Origin: USA

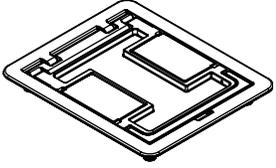
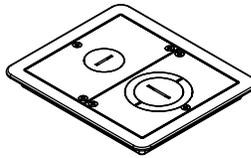
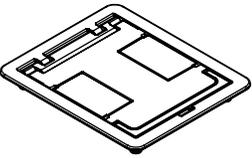
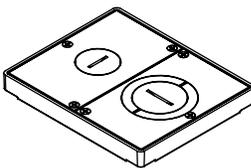
NOTE: Pricing varies depending on country of origin. Consult your local sales representative for more information.

North American Made FloorPort Series Cover Assemblies for RFB2 Series Floor Boxes

NORTH AMERICAN MADE FLOORPORT PART NUMBER CONFIGURATOR

FP	B	TC	NK	NA
FloorPort Cover	Blank Top Cutout Top Furniture Feed	B C FF	Tile (Flangeless) Tile/Carpet (Flanged)	T TC
			Nickel Brass Black Bronze Gray Brushed Aluminum	NK BS BK BZ GY AL
				North American Made

North American Made FloorPort Series Flanged Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
FPCTCBK-NA FPCTCBZ-NA FPCTCBS-NA FPCTCNK-NA FPCTCGY-NA	Cutout Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), or gray (GY). Insert in lid allows for carpet or tile cutouts to match finished floor.	FPFFTCBK FPFFTCBZ FPFFTCBS FPFFTCNK FPFFTCAL FPFFTCGY	Furniture Feed Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
	Country of Origin: USA		Country of Origin: USA
FPBTCBK-NA FPBTCBZ-NA FPBTCBS-NA FPBTCNK-NA FPBTCTGY-NA	Blank Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), or gray (GY). Lid area is flush with the finished floor, no cutouts provided.	FPFFTBK FPFFTBZ FPFFTBS FPFFTNK FPFFTAL FPFFTGY	Furniture Feed Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
	Country of Origin: USA		Country of Origin: USA

NOTE: Pricing varies depending on country of origin. Consult your local sales representative for more information.

LOAD CAPACITIES FOR FLOORPORT COVER ASSEMBLIES

CATALOG NUMBERS	MAXIMUM LOAD IN POUNDS
FPCTC	1000
FPBTC	750
FPFFTC	1000
FPCT	1000
FPBT	750
FPFFT	1000

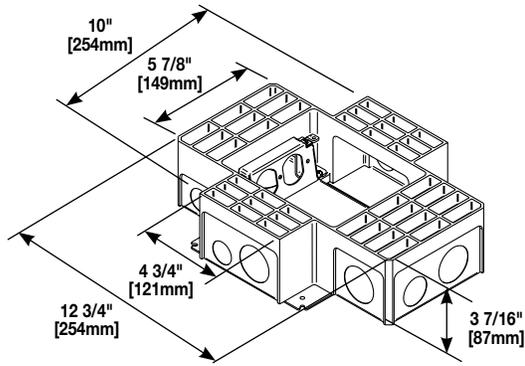
NOTE: Load applied through a 2" [51mm] mandrel in center of service fitting. Loads above are static loads only and do not pertain to rolling loads.

RFB4 & RFB4-4DB Series Multiservice Steel Recessed Floor Box Ordering Information

Catalog No./Item

Description/Specifications

RFB4

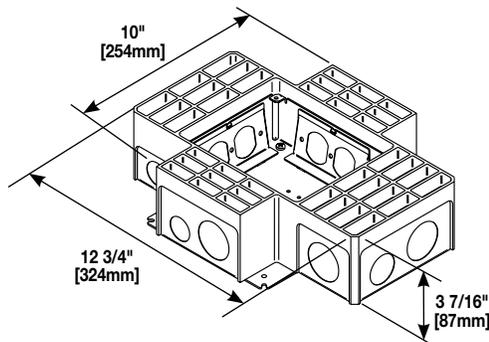


Four-Compartment Combination Box – 12 3/4" L x 10" W x 3 7/16" D [324mm x 254mm x 87mm]. Fully adjustable with tunnel compartment and two receptacle brackets. **Tunneling from end power compartment to end power compartment only.** Communication brackets not included. See "Accessories".

NOTE: Only for use in concrete floors.

Country of Origin: Assembled in Mexico from components made in the USA

RFB4-4DB



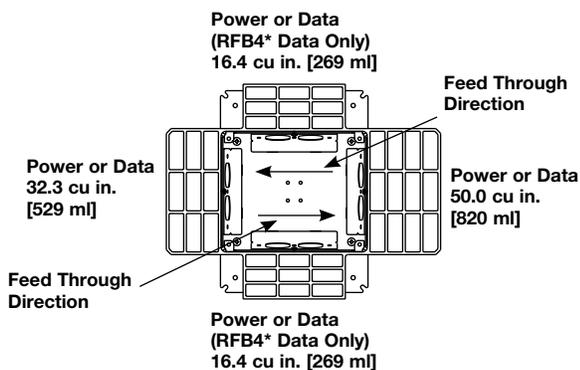
Four-Compartment Box – Includes four duplex receptacle brackets. 12 3/4" L x 10" W x 3 7/16" D [324mm x 254mm x 87mm]. Fully adjustable. **Tunneling from adjacent or opposite compartments only, (not cross compartments).** Tunneling can be set to feed all four compartments from one conduit in a single-service application.

NOTE: Only for use in concrete floors.

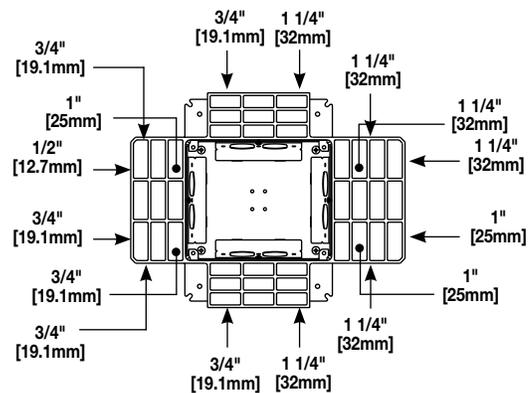
Country of Origin: Assembled in Mexico from components made in the USA

NOTE: All boxes and activations are sold separately.

RFB4 & RFB4-4DB Series Compartment Capacities and Knockout Locations and Sizes



FOR RFB4

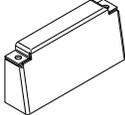
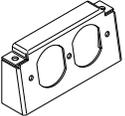
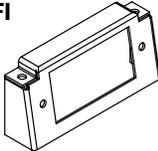
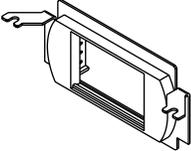
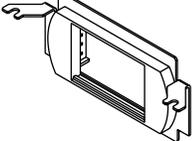
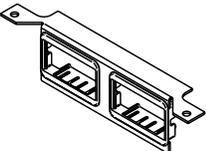
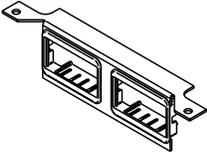
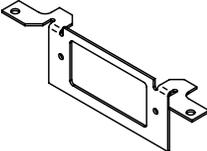
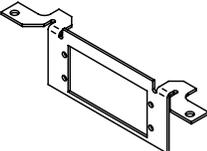


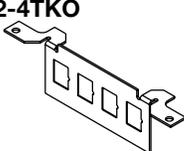
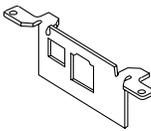
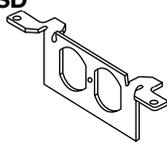
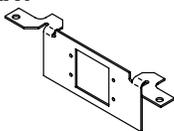
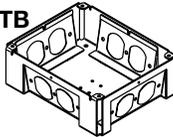
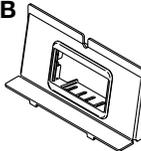
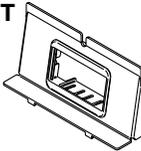
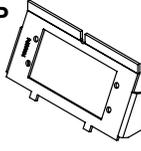
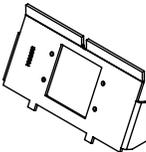
Indicates Bottom KO.



RFB4 Series Floor Box with FloorPort Activation Cover.

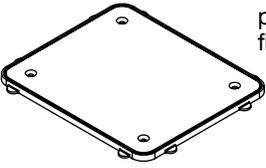
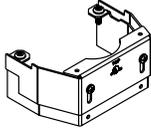
RFB4 & RFB4-4DB Series Multiservice Steel Recessed Floor Box Accessories

Catalog No./Item	Description/Specifications
RFB-B 	Internal Blank Bracket – Power compartments only. Used to close off unused gangs. NOTE: For RFB4 only. Country of Origin: USA
RFB-DR 	Internal Duplex Bracket – Accepts standard 15 Amp & 20 Amp Duplex Receptacles. NOTE: For RFB4 only. Country of Origin: USA
RFB-GFI 	Internal GFI Bracket – Accepts standard GFCI or Decorator Style Receptacles, Communication or Audio/Video Devices. NOTE: For RFB4 only. Country of Origin: USA
RFB4-LPB 	Communication Bracket – Activate™ low profile adapter included. Wiremold CM Series Open System inserts sold separately. NOTE: For RFB4 only. Country of Origin: Mexico
RFB4-LPBS2 	Communication Bracket – Ortronics® Series II Low profile adapter included. NOTE: For RFB4 only. Country of Origin: Mexico
DTB-2-2AB 	Communication Bracket – Two (2) 2A size adapters included. Wiremold CM2 Series Open System inserts, sold separately. NOTE: For RFB4 only. Country of Origin: Mexico
DTB-2-2RT 	Communication Bracket – Ortronics® AB2TJ TracJack and ABS2 Series II adapters included. NOTE: For RFB4 only. Country of Origin: Mexico
DTB-2-DECORA 	Communication Bracket – Decorator style opening for decorator style 106 Adapter. Country of Origin: Mexico
DTB-2-AAP 	Internal Audio/Video Bracket – Accepts two (2) Extron® Electronics AAP devices (sold separately). NOTE: For RFB4 only. Country of Origin: Mexico

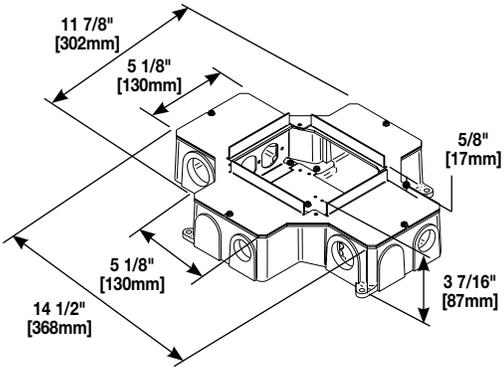
Catalog No./Item	Description/Specifications
DTB-2-4TKO 	Communication Bracket – Four (4) RJ keystone opening knockouts. Use as blank plate or for up to four (4) RJ openings. NOTE: For RFB4 only. Opening dimension is 9/16" x 3/4" [14.3mm x 19.1mm]. Country of Origin: USA
DTB-2-DT 	Communication Bracket – With one IBM Type II opening and one keystone opening (devices not included). NOTE: For RFB4 only. Country of Origin: Mexico
DTB-2-SD 	Communication Bracket – With duplex opening for use with 106 Adapter (sold separately) (devices not included). NOTE: For RFB4 only. Country of Origin: Mexico
DTB-EXT 	Internal Audio/Video Bracket – Accepts two (2) Legrand AVIP or Extron® Electronics MAAP devices (sold separately). NOTE: For RFB4 only. Country of Origin: Mexico
RFB-GFI-4DB 	Internal GFCI Bracket – Accepts standard GFCI or Decorator style receptacles, communications or A/V devices. NOTE: For RFB4-4DB only. Country of Origin: USA
RFB-WTB 	Conversion Kit – To convert the RFB4 Box to a RFB4-4DB Box. NOTE: For RFB4 & RFB4-4DB. Country of Origin: Mexico
WTB-2-AB 	Communication Bracket – One 2A adapter included. Wiremold CM2 Series Open System inserts sold separately. NOTE: For RFB4-4DB only. Country of Origin: Mexico
WTB-2-RT 	Communication Bracket – Ortronics® AB2TJ TracJack and ABS2 Series II adapters included. NOTE: For RFB4-4DB only. Country of Origin: Mexico
WTB-AAP 	Internal Audio/Video Bracket – Accepts two (2) Extron® Electronics AAP Series Devices (sold separately). NOTE: For RFB4-4DB only. Country of Origin: Mexico
WTB-MAAP 	Internal Audio/Video Bracket – Accepts two (2) Legrand AVIP or Extron® Electronics MAAP Series Devices (sold separately). NOTE: For RFB4-4DB only. Country of Origin: Mexico

Additional configurations available. Please consult your local Sales Representative for more information.

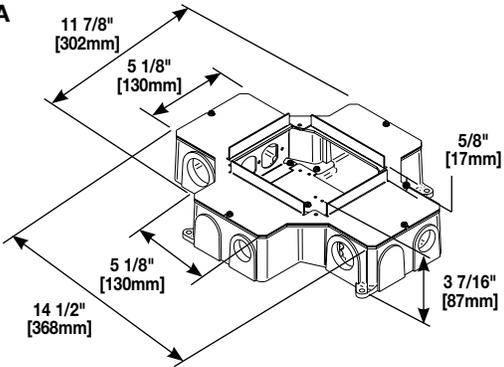
RFB4 & RFB4-4DB Series Multiservice Steel Recessed Floor Box Accessories (continued)

Catalog No./Item	Description/Specifications
<p>FP-CTR</p>  <p style="text-align: right;">Country of Origin: USA</p>	<p>RFBKIT</p>  <p>Barrier Kit – Barrier kit used to separate power and communication wires in partition feed covers. Supplied with base and three extensions to adjust to cover height. Kit should be used on RFB2, RFB2-OG, RFB2-SS, RFB4 and RFB4-SS Floor Boxes. Kits are sold separately.</p> <p style="text-align: right;">Country of Origin: USA</p>

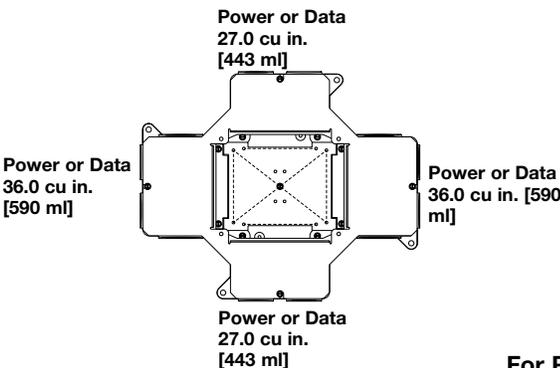
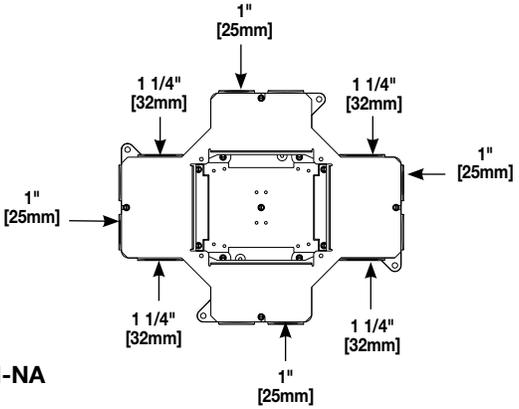
RFB4-CI-1 Series Multiservice Cast Iron Recessed Floor Box Ordering Information

Catalog No./Item	Description/Specifications
<p>RFB4-CI-1</p>  <p style="text-align: right;">Country of Origin: China</p>	<p>Four-Compartment Cast Iron Box – 14 1/2" L x 11 7/8" W x 3 7/16" D [368mm x 302mm x 87mm]. Fully adjustable with tunnel compartment and two receptacle brackets. Feed through from adjacent or opposite compartments only, (not cross compartments). Communication brackets not included. See "Accessories".</p> <p>NOTE: Only for use in concrete floors. All boxes and activations are sold separately.</p>

North American Made RFB4-CI-NA Series Multiservice Cast Iron Recessed Floor Box Ordering Information

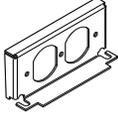
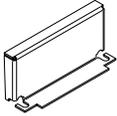
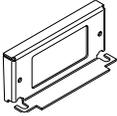
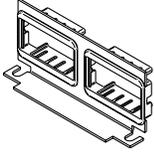
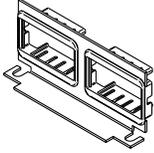
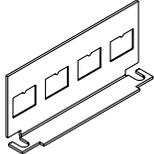
Catalog No./Item	Description/Specifications
<p>RFB4-CI-NA</p>  <p style="text-align: right;">Country of Origin: USA</p>	<p>Four-Compartment Cast Iron Box – 14 1/2" L x 11 7/8" W x 3 7/16" D [368mm x 302mm x 87mm]. Fully adjustable with tunnel compartment and two receptacle brackets. Feed through from adjacent or opposite compartments only, (not cross compartments). Communication brackets not included. See "Accessories".</p> <p>NOTE: Only for use in concrete floors. All boxes and activations are sold separately.</p>

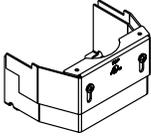
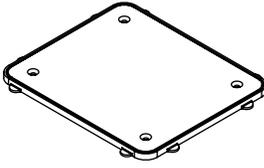
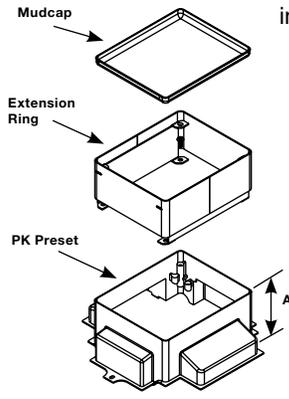
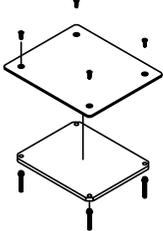
RFB4-CI-1 & RFB4-CI-NA Series Compartment Capacities and Knockout Locations and Sizes

 <p style="text-align: center;">For RFB4-CI-1 & RFB4-CI-NA</p>	
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: Pricing varies depending on country of origin. Consult your local sales representative for more information.

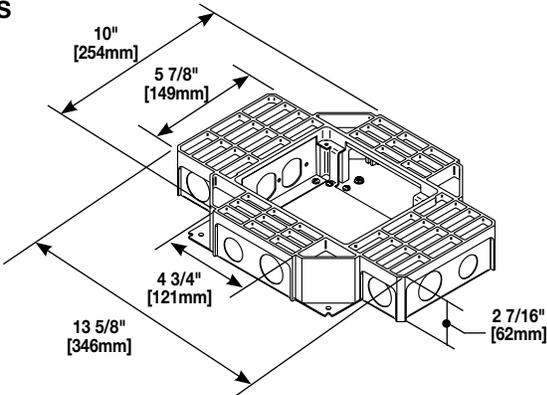
RFB4-CI-1 Series Multiservice Cast Iron Floor Box Accessories

Catalog No./Item	Description/Specifications
CIHT-D 	Internal Duplex Receptacle Bracket – Accepts standard 15 Amp & 20 Amp Duplex Receptacles. Country of Origin: USA
CIH/LT-B 	Internal Blank Bracket – Used to close off unused gangs. Country of Origin: USA
CIHT-GFI 	Internal GFI Device Bracket – Accepts standard GFCI or Decorator Style Receptacles, Communication or Audio/Video Devices. Country of Origin: USA
CILT-2AB 	Communication Bracket – Communication bracket with two 2A size Activate adapters included. Accepts Wiremold CM2 Series Open System communication modules (sold separately). Country of Origin: Mexico
CILT-2-RT 	Communication Bracket – Communication bracket with Ortronics® AB2TJ TracJack and ABS2 Series II adapters included. Accepts Ortronics® workstation connectivity outlets and modular inserts. Country of Origin: Mexico
CILT-4TKO 	Communication Bracket – Communication bracket with four (4) RJ opening knockouts. Use as blank plate or for up to four RJ openings. Country of Origin: USA NOTE: Opening dimension is 9/16" x 3/4" [14.3mm x 19.1mm].

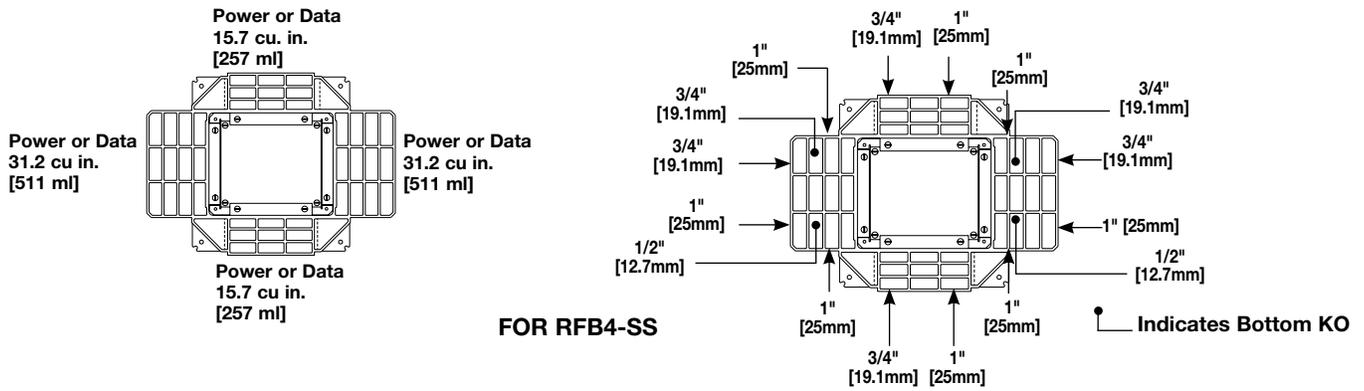
Catalog No./Item	Description/Specifications												
RFBCIKIT 	Barrier Kit – Barrier kit used with RFB4-CI Floor Boxes. Kits are sold separately. Country of Origin: USA												
FP-CTR 	Bare Concrete & Terrazzo Ring – Nonmetallic ring for use on bare polished concrete and terrazzo floor applications. Country of Origin: USA												
PKER 	Extensions – Attaches to preset to add height to preset. Can be field installed. <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Extension</th> <th>Height Above Preset "A"</th> </tr> </thead> <tbody> <tr> <td>PKER-10</td> <td>1" [25mm]</td> </tr> <tr> <td>PKER-15</td> <td>1 1/2" [38mm]</td> </tr> <tr> <td>PKER-20</td> <td>2" [51mm]</td> </tr> <tr> <td>PKER-25</td> <td>2 1/2" [64mm]</td> </tr> <tr> <td>PKER-30</td> <td>3" [76mm]</td> </tr> </tbody> </table> Country of Origin: USA	Extension	Height Above Preset "A"	PKER-10	1" [25mm]	PKER-15	1 1/2" [38mm]	PKER-20	2" [51mm]	PKER-25	2 1/2" [64mm]	PKER-30	3" [76mm]
Extension	Height Above Preset "A"												
PKER-10	1" [25mm]												
PKER-15	1 1/2" [38mm]												
PKER-20	2" [51mm]												
PKER-25	2 1/2" [64mm]												
PKER-30	3" [76mm]												
S3AXB 	Blanking Plate – Aluminum top plate with steel support plate and four (4) adjusting screws. Country of Origin: USA												

Additional configurations available. Please consult your local Sales Representative for more information.

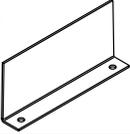
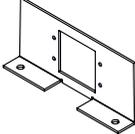
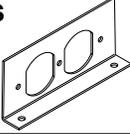
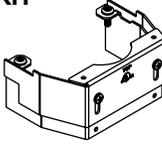
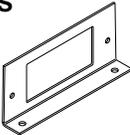
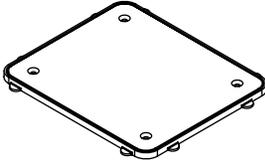
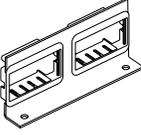
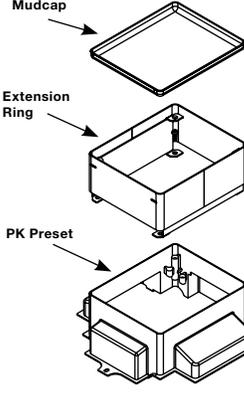
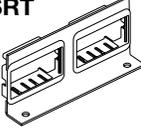
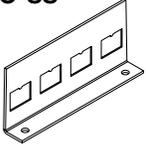
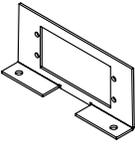
RFB4-SS Series Multiservice Shallow Steel Recessed Floor Box Ordering Information

Catalog No./Item	Description/Specifications
RFB4-SS 	Four-Compartment Shallow Stamped Steel Box – 13 5/8" L x 10" W x 2 7/16" D [346mm x 254mm x 62mm]. Fully adjustable with tunnel compartment and two receptacle brackets. Feed through tunneling to adjacent compartments only. Tunneling can be set to feed all four compartments from one conduit in a single-service application. Communication brackets not included. See "Accessories". NOTE: Only for use in concrete floors. All boxes and activations are sold separately. Country of Origin: Assembled in Mexico from components made in the USA

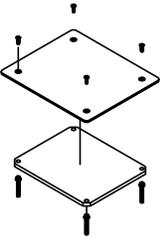
RFB4-SS Series Compartment Capacities/Knockout Locations & Sizes



RFB4-SS Series Multiservice Shallow Steel Floor Box Accessories

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications												
RFB-B-SS 	Internal Blank Bracket – Used to close off unused gangs. Country of Origin: Mexico	RFB4-SS-MAAP 	Internal Audio/Video Bracket – Accepts two Extron® Electronics MAAP Series Devices. (Sold separately) Country of Origin: Mexico NOTE: For RFB4-SS Series Floor Boxes only.												
RFB-RB-SS 	Internal Duplex Receptacle Bracket – Accepts standard 15 Amp & 20 Amp Duplex Receptacles. Country of Origin: Mexico	RFBKIT 	Barrier Kit – Barrier kit used to separate power and communication wires in partition feed covers. Supplied with base and three extensions to adjust to cover height. Kit should be used on RFB2, RFB2-OG, RFB2-SS, RFB4 and RFB4-SS Floor Boxes. Kits are sold separately. Country of Origin: USA												
RFB-GFI-SS 	Internal GFI Receptacle Bracket – Accepts standard GFCI & Decorator style Receptacles Communication or Audio/Video Devices. Country of Origin: Mexico	FP-CTR 	Bare Concrete & Terrazzo Ring – Nonmetallic ring for use on bare polished concrete and terrazzo floor applications. Country of Origin: USA												
RFB-2AB-SS 	Internal Bracket – Two Pass & Seymour® Activate adapters included. Wiremold CM Series Open System inserts sold separately. Country of Origin: Mexico	PKER 	Extensions – Attaches to preset to add height to preset. Can be field installed. <table border="1" style="margin-left: auto; margin-right: auto;"><thead> <tr> <th>Extension</th> <th>Height Above Preset "A"</th> </tr> </thead> <tbody> <tr> <td>PKER-10</td> <td>1" [25mm]</td> </tr> <tr> <td>PKER-15</td> <td>1 1/2" [38mm]</td> </tr> <tr> <td>PKER-20</td> <td>2" [51mm]</td> </tr> <tr> <td>PKER-25</td> <td>2 1/2" [64mm]</td> </tr> <tr> <td>PKER-30</td> <td>3" [76mm]</td> </tr> </tbody> </table> Country of Origin: USA	Extension	Height Above Preset "A"	PKER-10	1" [25mm]	PKER-15	1 1/2" [38mm]	PKER-20	2" [51mm]	PKER-25	2 1/2" [64mm]	PKER-30	3" [76mm]
Extension	Height Above Preset "A"														
PKER-10	1" [25mm]														
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PKER-20	2" [51mm]														
PKER-25	2 1/2" [64mm]														
PKER-30	3" [76mm]														
RFB-2-SSRT 	Communication Bracket – Ortronics® AB2TJ TracJack and ABS2 Series II adapters included. Country of Origin: Mexico														
RFB-4TKO-SS 	Internal Bracket – Four RJ Keystone opening knockouts. Use as blank plate or for up to four RJ openings. Country of Origin: Mexico NOTE: Opening dimension is 9/16" x 3/4" [14.3mm x 19.1mm].														
RFB4-SS-AAP 	Internal Audio/Video Bracket – Accepts two (2) Extron® Electronics AAP Series Devices. (Sold separately) Country of Origin: Mexico NOTE: For RFB4-SS Series Floor Boxes only.														

RFB4-SS Series Multiservice Shallow Steel Floor Box Accessories

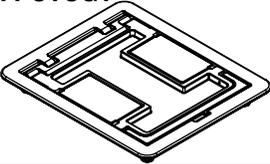
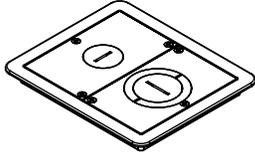
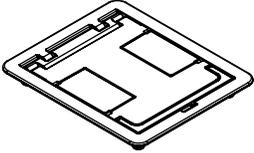
Catalog No./Item	Description/Specifications
S3AXBP 	Blanking Plate – Aluminum top plate with steel support plate and four (4) adjusting screws.

FloorPort Series Cover Assemblies for RFB4 Series Floor Boxes

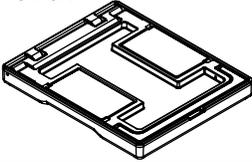
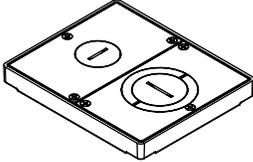
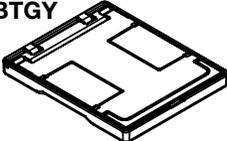
FLOORPORT PART NUMBER CONFIGURATOR

FP	B	TC	NK
FloorPort Cover	Blank Top Cutout Top Furniture Feed	B C FF	Tile (Flangeless) Tile/Carpet (Flanged)
		T TC	Nickel Brass Black Bronze Gray Brushed Aluminum
			NK BS BK BZ GY AL

FloorPort Series Flanged Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
FPCTCBK FPCTCBZ FPCTCBS FPCTCNK FPCTCAL FPCTCGY 	Cutout Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Insert in lid allows for carpet or tile cutouts to match finished floor.	FPFFTCBK FPFFTCBZ FPFFTCBS FPFFTCNK FPFFTCAL FPFFTCGY 	Furniture Feed Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
FPBTCBK FPBTCBZ FPBTCBS FPBTCNK FPBTCAL FPBTCGY 	Blank Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Lid area is flush with the finished floor, no cutouts provided.		Country of Origin: USA
	Country of Origin: India		

FloorPort Series Flangeless Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
FPCTBK FPCTBZ FPCTBS FPCTNK FPCTAL FPCTGY 	Cutout Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Insert in lid allows for tile cutouts to match finished floor.	FPFFTBK FPFFTBZ FPFFTBBS FPFFTNK FPFFTAL FPFFTGY 	Furniture Feed Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
FPBTBK FPBTBZ FPBTBS FPBTNK FPBTAL FPBTGY 	Blank Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Lid area is flush with the finished floor, no cutouts provided.		Country of Origin: USA
	Country of Origin: India		

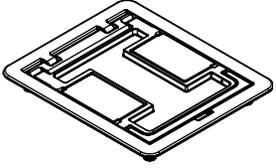
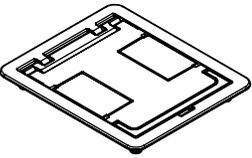
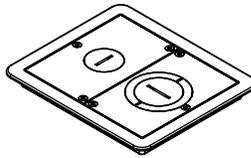
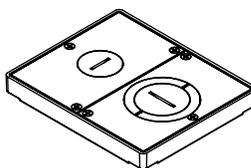
NOTE: Pricing varies depending on country of origin. Consult your local sales representative for more information.

North American Made FloorPort Series Cover Assemblies for RFB4 Series Floor Boxes

NORTH AMERICAN MADE FLOORPORT PART NUMBER CONFIGURATOR

FP	B	TC	NK	NA
FloorPort Cover	Blank Top Cutout Top Furniture Feed	B C FF Tile (Flangeless) Tile/Carpet (Flanged)	T TC Nickel Brass Black Bronze Gray Brushed Aluminum	NK BS BK BZ GY AL North American Made

North American Made FloorPort Series Flanged Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications
<p>FPCTCBK-NA FPCTCBZ-NA FPCTCBS-NA FPCTCNK-NA FPCTCGY-NA</p>  <p style="text-align: center;">Country of Origin: USA</p>	<p>Cutout Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), or gray (GY). Insert in lid allows for carpet or tile cutouts to match finished floor.</p>
<p>FPBTCBK-NA FPBTCBZ-NA FPBTCBS-NA FPBTCNK-NA FPBTCTGY-NA</p>  <p style="text-align: center;">Country of Origin: USA</p>	<p>Blank Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), or gray (GY). Lid area is flush with the finished floor, no cutouts provided.</p>
<p>FPFFTCBK FPFFTCBZ FPFFTCBS FPFFTCNK FPFFTCAL FPFFTCGY</p>  <p style="text-align: center;">Country of Origin: USA</p>	<p>Furniture Feed Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.</p>
<p>FPFFTBK FPFFTBZ FPFFTBBS FPFFTBNK FPFFTBAL FPFFTBGY</p>  <p style="text-align: center;">Country of Origin: USA</p>	<p>Furniture Feed Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.</p>

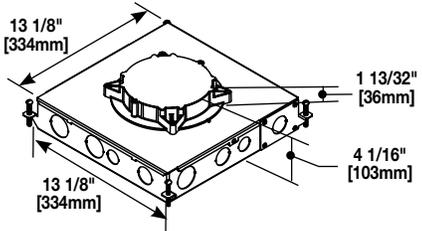
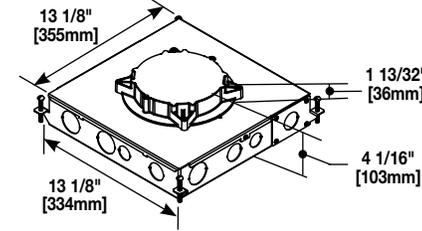
NOTE: Pricing varies depending on country of origin. Consult your local sales representative for more information.

LOAD CAPACITIES FOR FLOORPORT COVER ASSEMBLIES

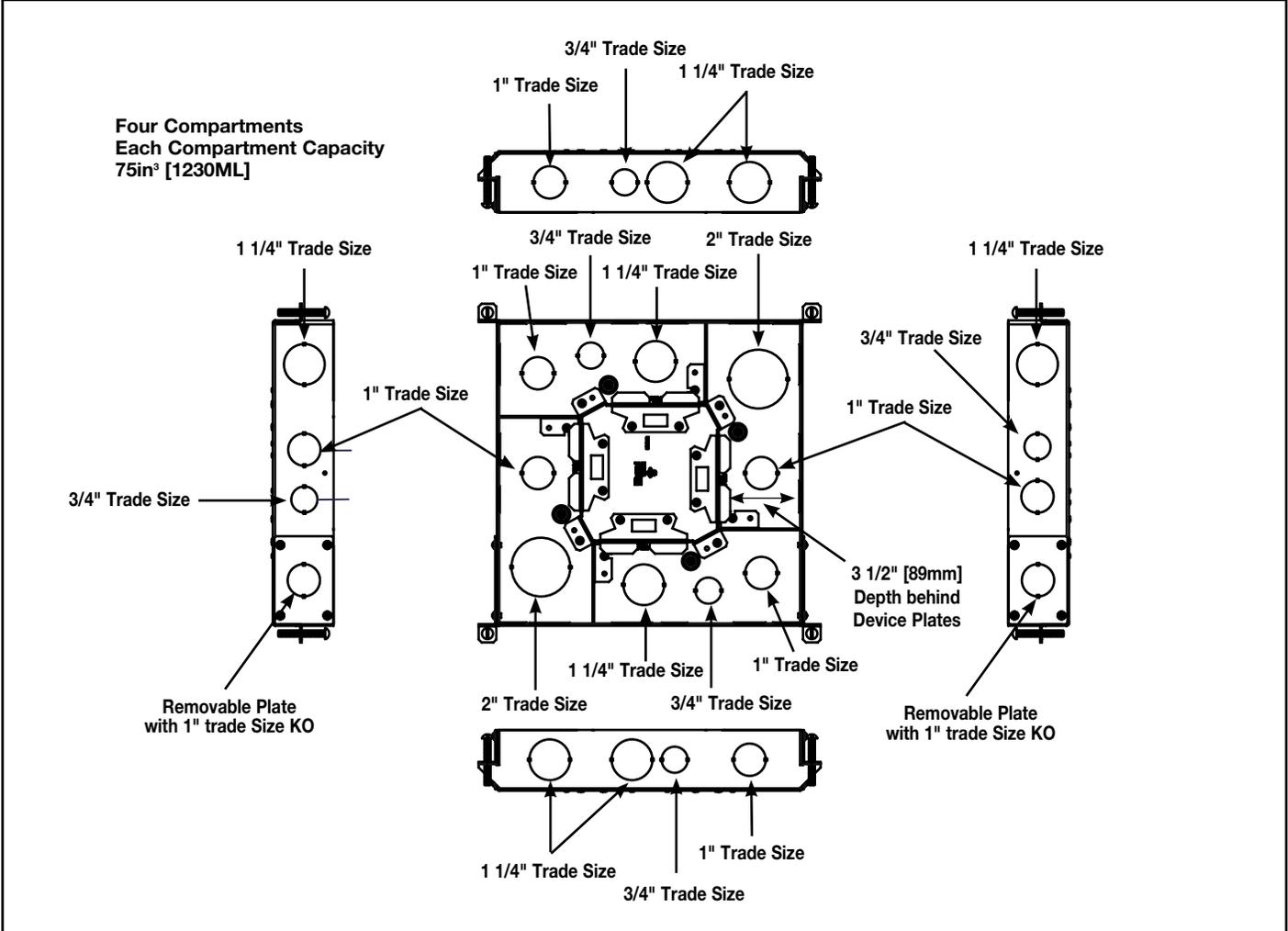
CATALOG NUMBERS	MAXIMUM LOAD IN POUNDS
FPCTC	1000
FPBTC	750
FPFFTC	1000
FPCT	1000
FPBT	750
FPFFT	1000

NOTE: Load applied through a 2" [51mm] mandrel in center of service fitting. Loads above are static loads only and do not pertain to rolling loads.

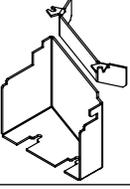
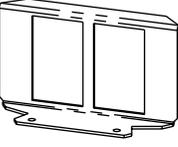
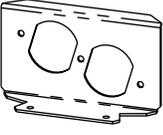
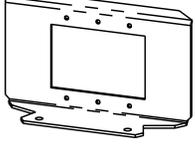
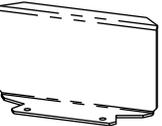
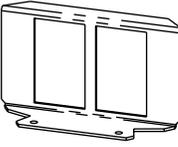
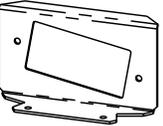
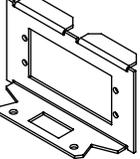
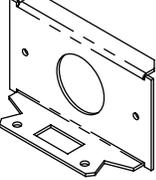
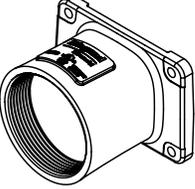
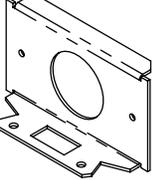
RFB4E Series Multiservice Steel Recessed Floor Box Ordering Information

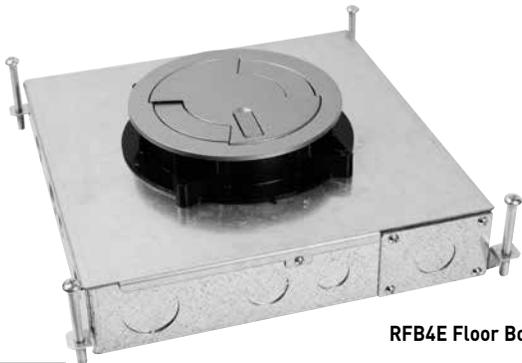
Catalog No./Item	Description/Specifications
<p>RFB4E</p>  <p>13 1/8" [334mm] 13 1/8" [334mm] 1 13/32" [36mm] 4 1/16" [103mm]</p>	<p>Four-Compartment Box – For use in concrete floors. For use with the round Evolution cover. Fully adjustable with tunnel compartments. Device Plates sold separately.</p> <p>Country of Origin: Mexico</p>
<p>RFB4E-OG</p>  <p>13 1/8" [355mm] 13 1/8" [334mm] 1 13/32" [36mm] 4 1/16" [103mm]</p>	<p>Four-Compartment On-Grade Box – For use in concrete floors. For use with the round Evolution cover. Fully adjustable with tunnel compartments. Device Plates sold separately.</p> <p>Country of Origin: Mexico</p>

RFB4E Series Compartment Knockout Locations & Sizes



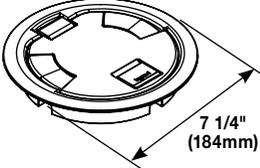
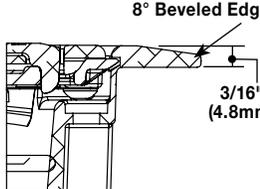
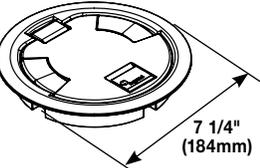
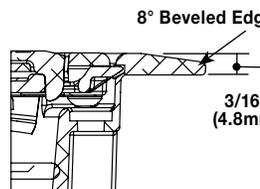
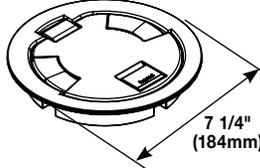
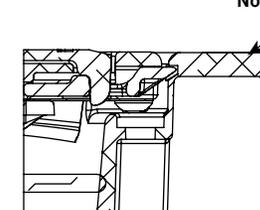
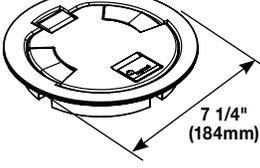
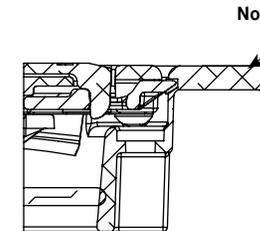
RFB4E, RFB6 & RFB6E Series Multiservice Steel Recessed Floor Box Accessories

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
RFB4EKIT 	Barrier Kit – Barrier kit used to separate power and communication services in combination with a 6CFFTC Furniture Feed Cover. (sold separately). Country of Origin: Mexico	RFB6RT 	Internal Communication Bracket – Includes one (1) adapter to accept Ortronics® TracJack devices, and one (1) adapter to accept Ortronics® Series II devices (sold separately). Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.
RFB6DP 	Internal Duplex Receptacle Bracket – Accepts standard 15 & 20 Amp Duplex Receptacles. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.	RFB6EXT 	Internal Audio/Video Bracket – Accepts three (3) Legrand AVIP or Extron® Electronics MAAP Series devices (sold separately). Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.
RFB6B 	Internal Blank Bracket – Closes off unused gangs. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.	RFB62A 	Internal Communication Bracket – Includes two (2) adapters to accept Wiremold CM2 Series Open System communication inserts (sold separately). Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.
RFB6GFI 	Internal GFI or Decorator Style Receptacle Bracket – Accepts standard GFCI & Decorator Style Receptacles, Communication or Audio/Video Devices. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.	RFB6-AAP 	Internal Audio/Video Bracket – Accepts two (2) Extron® Electronics AAP Series Devices (sold separately). Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.
RFB6S1 	Internal Single Receptacle Bracket – Receptacle opening 1 3/8" [35mm]. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.	2HUB 	2" Conduit Transition Hub – Trade size 2" die cast zinc conduit fitting allows for 2" conduit to transition into a shallow box design. Includes: die cast fitting, gasket, and mounting screws. Country of Origin: USA
RFB6S2 	Internal Single Receptacle Bracket – Receptacle opening 1 9/16" [40mm]. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.		



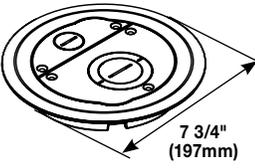
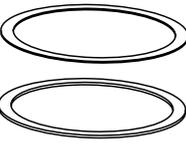
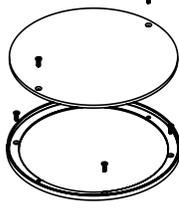
RFB4E Floor Box with Evolution Series Cover.

Evolution Series Cover Assemblies for RFB4E & RFB4E-OG Floor Boxes

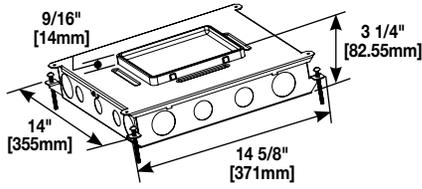
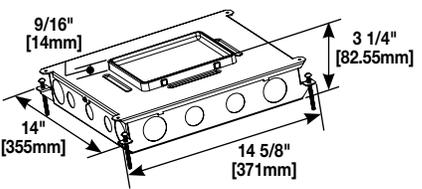
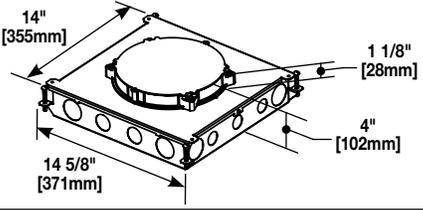
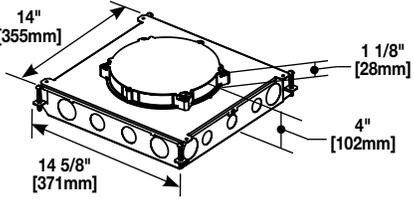
Catalog No./Item	Description/Specifications
<p> 6CTC2BK 6CTC2BS 6CTC2GY 6CTC2NK 6CTC2BZ 6CTC2AL </p>  <p style="text-align: center;">7 1/4" (184mm)</p>  <p style="text-align: center;">8° Beveled Edge 3/16" (4.8mm)</p>	<p> Surface Style Cover Assembly – Low profile cover. Each cover is made from die-cast aluminum materials and equipped with a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed, an 8° beveled edge that meets ADA guidelines and reduces tripping hazards. These covers are designed to sit on top of the finished floor surface such as: carpet, tile, wood, polished concrete and terrazzo. Available in six (6) aesthetic powder-coated finishes: Black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ), and Aluminum (AL). </p> <p style="text-align: right;">Country of Origin: USA</p>
<p> 6CTC2BKTR 6CTC2BSTR 6CTC2GYTR 6CTC2NKTR 6CTC2BZTR 6CTC2ALTR </p>  <p style="text-align: center;">7 1/4" (184mm)</p>  <p style="text-align: center;">8° Beveled Edge 3/16" (4.8mm)</p>	<p> Tamper-Resistant Surface Style Cover Assembly – Low profile cover. Each cover is made from die-cast aluminum materials and equipped with a tamper-resistant screw to keep out unauthorized personnel, a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed, an 8° beveled edge that meets ADA guidelines and reduces tripping hazards. These covers are designed to sit on top of the finished floor surface such as: carpet, tile, wood, polished concrete and terrazzo. Available in six (6) aesthetic powder-coated finishes: Black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ), and Aluminum (AL). </p> <p style="text-align: right;">Country of Origin: USA</p>
<p> 6CT2BK 6CT2BS 6CT2GY 6CT2NK 6CT2BZ 6CT2AL </p>  <p style="text-align: center;">7 1/4" (184mm)</p> <p>NOTE: Includes 6TS Tile Shim.</p>  <p style="text-align: center;">No Bevel 3/16" (4.8mm)</p>	<p> Flush-Style Cover Assembly – Low profile covers. Each cover is made from die-cast aluminum materials and equipped with a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed. These covers are designed to sit flush with the finished floor surface such as: carpet, tile, and wood. Available in six (6) aesthetic powder-coated finishes: Black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ), and Aluminum (AL). </p> <p style="text-align: right;">Country of Origin: USA</p>
<p> 6CT2BKTR 6CT2BSTR 6CT2GYTR 6CT2NKTR 6CT2BZTR 6CT2GYTR </p>  <p style="text-align: center;">7 1/4" (184mm)</p> <p>NOTE: Includes 6TS Tile Shim.</p>  <p style="text-align: center;">No Bevel 3/16" (4.8mm)</p>	<p> Tamper-Resistant Flush-Style Cover Assembly – Low profile covers. Each cover is made from die-cast aluminum materials and equipped with a tamper-resistant screw to keep out unauthorized personnel, a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed. These covers are designed to sit flush with the finished floor surface such as: carpet, tile, and wood. Available in six (6) aesthetic powder-coated finishes: Black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ), and Aluminum (AL). </p> <p style="text-align: right;">Country of Origin: USA</p>

NOTE: All surface-style poke-thru devices come with a transition angle to aid in the change in floor elevation.

Evolution Series Cover Assemblies for RFB4E & RFB4E-OG Floor Boxes

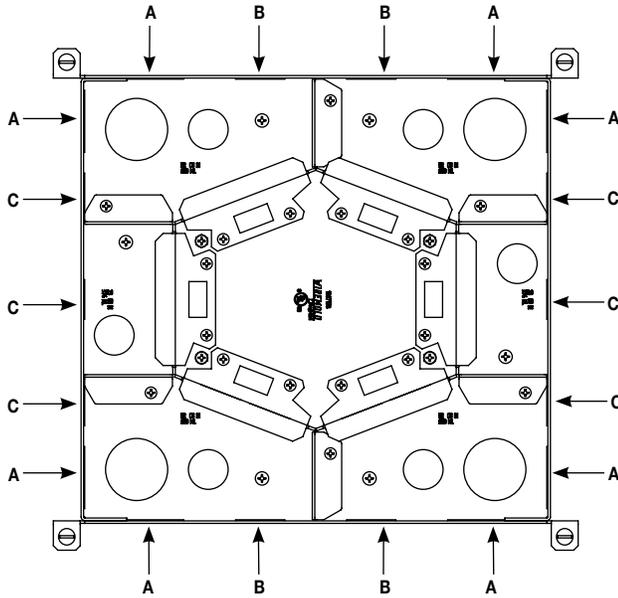
Catalog No./Item	Description/Specifications
<p>6CFFTCBK 6CFFTCBS 6CFFTCGY 6CFFTCNK 6CFFTCBZ</p>  <p style="text-align: right;">7 3/4" (197mm)</p>	<p>Furniture Feed Cover Assembly – Surface style, die-cast aluminum cover assembly, with one (1) 3/4" trade size screw plug opening and one (1) concentric 2"-1 1/4" trade size screw plug opening. Includes one (1) 3/4" and one (1) 2" trade size conduit fittings.</p> <p style="text-align: right;">Country of Origin: USA</p>
<p>6TS</p> 	<p>Tile Shim – Used for floor coverings greater than 5/16" (7.9mm). The 6TS will allow the top surface of the cover to be flush with the finished floor. Includes: six (6) 1/16" (1.6mm) thick shims. Up to a total of 3/8" (9.5mm) of adjustment.</p>
<p>RFB4E-CTR</p> 	<p>Bare Concrete & Terrazzo Ring – Nonmetallic ring for use with bare concrete and terrazzo floor applications.</p> <p style="text-align: right;">Country of Origin: USA</p>

RFB6 & RFB6E Series Multiservice Steel Recessed Floor Box Ordering Information

Catalog No./Item	Description/Specifications
<p>RFB6</p> 	<p>Six-Compartment Box – For use in either concrete or wood floors. Fully adjustable with tunnel compartment. Supplied with two (2) duplex mounting plates, two (2) communication mounting plates (RFB62A), and (2) blank mounting plates. Other plates sold separately.</p> <p style="text-align: right;">Country of Origin: Mexico</p>
<p>RFB6-OG</p> 	<p>Six-Compartment On-Grade Box – For use in either concrete or wood floors. Fully adjustable with tunnel compartment. Supplied with two (2) duplex mounting plates, two (2) communication mounting plates (RFB62A), and (2) blank mounting plates. Other plates sold separately.</p> <p style="text-align: right;">Country of Origin: Mexico</p>
<p>RFB6E</p> 	<p>Six-Compartment Box – For use in concrete floors. For use with the round Evolution cover. Fully adjustable with tunnel compartments. Supplied with two (2) duplex mounting plates. Other plates sold separately.</p> <p style="text-align: right;">Country of Origin: Mexico</p>
<p>RFB6E-OG</p> 	<p>Six-Compartment On-Grade Box – For use in concrete floors. For use with the round Evolution cover. Fully adjustable with tunnel compartments. Supplied with two (2) duplex mounting plates. Other plates sold separately.</p> <p style="text-align: right;">Country of Origin: Mexico</p>

RFB6 Series Compartment Capacities/Knockout Locations & Sizes

Side Knockout Locations

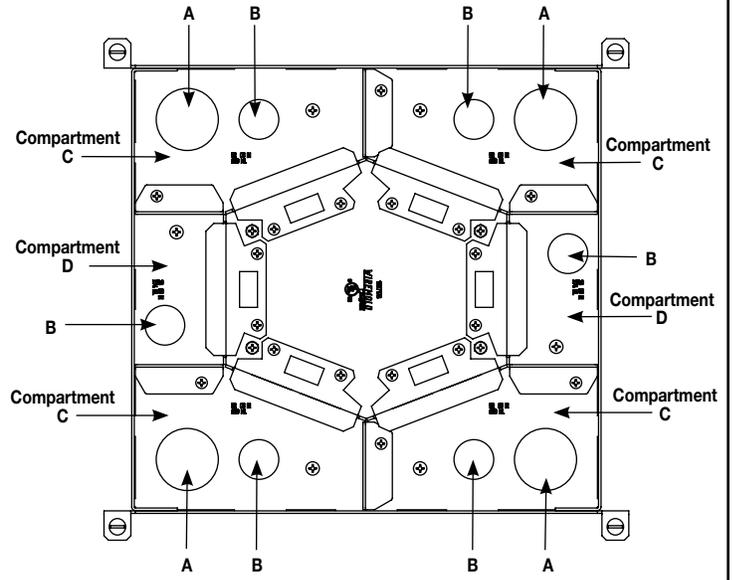


KNOCKOUTS

- A = Side KO 1 1/4" [32mm]
- B = Side KO 1" [25mm]
- C = Side KO 3/4" [19.1mm]

Feed through is accomplished through removable plugs.

**Bottom Knockout Locations
Compartment Wire and Communication Capacities**



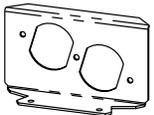
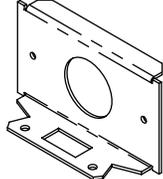
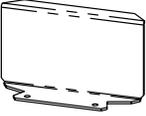
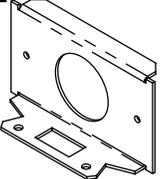
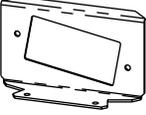
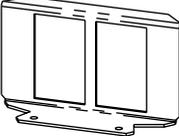
KNOCKOUTS

- A = Bottom KO 1 1/4" [32mm]
- B = Bottom KO 3/4" [19.1mm]

COMPARTMENT CAPACITIES

- C = Power or Data 52 in³ [852ml]
- D = Power or Data 23 in³ [376ml]

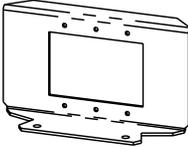
RFB6 & RFB6E Series Multiservice Steel Recessed Floor Box Accessories

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
RFB6DP 	Internal Duplex Receptacle Bracket – Accepts standard 15 & 20 Amp Duplex Receptacles. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.	RFB6S1 	Internal Single Receptacle Bracket – Receptacle opening 1 3/8" [35mm]. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.
RFB6B 	Internal Blank Bracket – Closes off unused gangs. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.	RFB6S2 	Internal Single Receptacle Bracket – Receptacle opening 1 9/16" [40mm]. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.
RFB6GFI 	Internal GFI or Decorator Style Receptacle Bracket – Accepts standard GFCI & Decorator Style Receptacles, Communication or Audio/Video Devices. Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.	RFB6RT 	Internal Communication Bracket – Includes one (1) adapter to accept Ortronics® TracJack devices, and one (1) adapter to accept Ortronics® Series II devices (sold separately). Country of Origin: USA NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.

RFB6 & RFB6E Series Multiservice Steel Recessed Floor Box Accessories

Catalog No./Item **Description/Specifications**

RFB6EXT

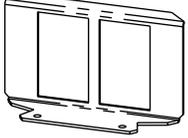


Internal Audio/Video Bracket – Accepts three (3) Legrand AVIP or Extron® Electronics MAAP Series devices (sold separately).

Country of Origin: USA

NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.

RFB62A

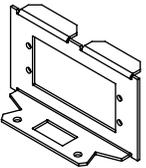


Internal Communication Bracket – Includes two (2) adapters to accept Wiremold CM2 Series Open System communication inserts (sold separately).

Country of Origin: USA

NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.

RFB6-AAP

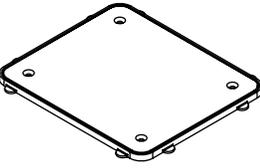


Internal Audio/Video Bracket – Accepts two (2) Extron® Electronics AAP Series Devices (sold separately).

Country of Origin: USA

NOTE: For use with RFB4E, RFB6 and RFB6E Series Floor Boxes.

FP-CTR



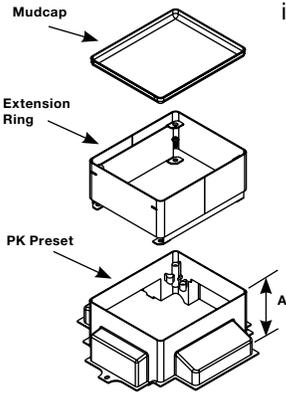
Bare Concrete & Terrazzo Ring – Nonmetallic ring for use on bare polished concrete and terrazzo floor applications.

Country of Origin: USA

NOTE: For use with RFB6 Series Floor Boxes.

Catalog No./Item **Description/Specifications**

PKER

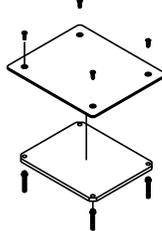


Extensions – Attaches to preset to add height to preset. Can be field installed.

Extension	Height Above Preset "A"
PKER-10	1" [25mm]
PKER-15	1 1/2" [38mm]
PKER-20	2" [51mm]
PKER-25	2 1/2" [64mm]
PKER-30	3" [76mm]

Country of Origin: USA

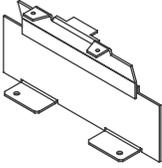
S3AXBP



Blanking Plate – Aluminum top plate with steel support plate and four (4) adjusting screws.

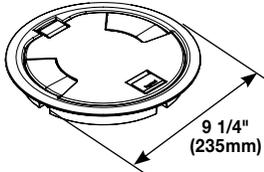
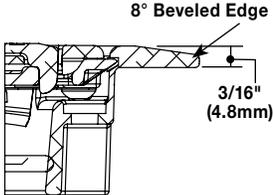
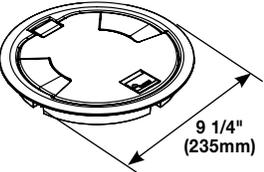
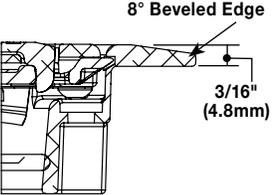
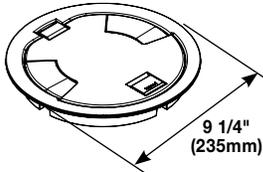
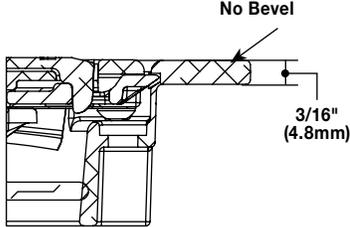
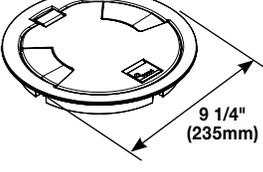
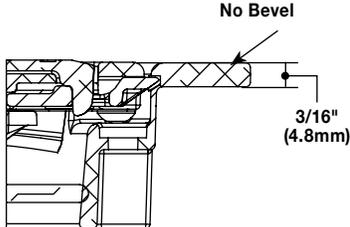
Country of Origin: USA

RFB6KIT



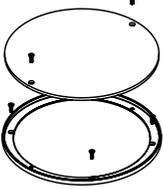
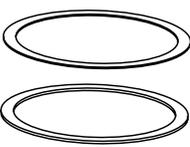
Barrier Kit – Used to separate power and communication services. Used in combination with FloorPort Furniture Feed Covers (FPFFTC Series). Covers sold separately.

Evolution Series Cover Assemblies for RFB6E & RFB6E-OG Floor Boxes

Catalog No./Item	Description/Specifications
<p> 8CTC2BK 8CTC2BS 8CTC2GY 8CTC2NK 8CTC2BZ 8CTC2AL </p>  <p style="text-align: center;">9 1/4" (235mm)</p>  <p style="text-align: center;">8° Beveled Edge 3/16" (4.8mm)</p> <p style="text-align: center;">Country of Origin: USA</p>	<p> Surface Style Cover Assembly – Low profile cover designed to attach to the 8STC and 8STCP Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed, an 8° beveled edge that meet ADA guidelines and reduces tripping hazards. These covers are designed to sit on top of the finished floor surfaces such as: carpet, tile, wood, polished concrete and terrazzo. Available in six (6) aesthetic powder-coated finishes: Black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ) and Aluminum (AL). </p>
<p> 8CTC2BKTR 8CTC2BSTR 8CTC2GYTR 8CTC2NKTR 8CTC2BZTR 8CTC2ALTR </p>  <p style="text-align: center;">9 1/4" (235mm)</p>  <p style="text-align: center;">8° Beveled Edge 3/16" (4.8mm)</p> <p style="text-align: center;">Country of Origin: USA</p>	<p> Tamper-Resistant Surface Style Cover Assembly – Low profile cover designed to attach to the 8STC and 8STCP Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a tamper-resistant screw to keep out unauthorized personnel, a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed, an 8° beveled edge that meet ADA guidelines and reduces tripping hazards. These covers are designed to sit on top of the finished floor surface such as: carpet, tile, wood, polished concrete and terrazzo. Available in six (6) aesthetic powder-coated finishes: Black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ) and Aluminum (AL). </p>
<p> 8CT2BK 8CT2BS 8CT2GY 8CT2NK 8CT2BZ 8CT2AL </p>  <p style="text-align: center;">9 1/4" (235mm)</p> <p>NOTE: Includes 8TS Tile Shim.</p>  <p style="text-align: center;">No Bevel 3/16" (4.8mm)</p> <p style="text-align: center;">Country of Origin: USA</p>	<p> Flush-Style Cover Assembly – Low profile covers that are designed to attach to the 8STC and 8STCP Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed. These covers are designed to sit flush with the finished floor surfaces such as: carpet, tile and wood. Available in six (6) powder-coated finishes: Black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ) and Aluminum (AL). </p>
<p> 8CT2BKTR 8CT2BSTR 8CT2GYTR 8CT2NKTR 8CT2BZTR 8CT2ALTR </p>  <p style="text-align: center;">9 1/4" (235mm)</p> <p>NOTE: Includes 8TS Tile Shim.</p>  <p style="text-align: center;">No Bevel 3/16" (4.8mm)</p> <p style="text-align: center;">Country of Origin: USA</p>	<p> Tamper-Resistant Flush-Style Cover Assembly – Low profile covers that are designed to attach to the 8STC and 8STCP Poke-Thru Stem Assemblies. Each cover is made from die-cast aluminum materials and equipped with a tamper-resistant screw to keep out unauthorized personnel, a durable hinge which allows the cover to rotate open 180°, two (2) slide egress doors that lock in the open position and auto close around the cables when the covers are closed. These covers are designed to sit flush with the finished floor surfaces such as: carpet, tile and wood. Available in six (6) powder-coated finishes: Black (BK), Brass (BS), Gray (GY), Nickel (NK), Bronze (BZ) and Aluminum (AL). </p>

NOTE: All surface-style poke-thru devices come with a transition angle to aid in the change in floor elevation.

Evolution Series Cover Assemblies for RFB4E & RFB4E-OG Floor Boxes

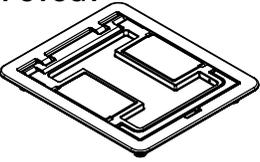
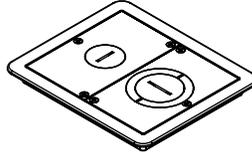
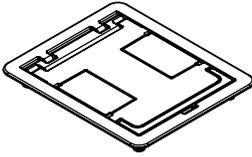
Catalog No./Item	Description/Specifications
<p>RFB6E-CTR</p> 	<p>Bare Concrete & Terrazzo Ring – Nonmetallic ring for use with bare concrete and terrazzo floor applications.</p> <p>Country of Origin: USA</p> <p>NOTE: Only for use on RFB6E and RFB6E-OG Floor Boxes.</p> <p>NOTE: Designed to work with 8CTC & 8CT Series Covers only.</p>
<p>8TS</p> 	<p>Tile Shim – Used for floor coverings greater than 5/16" (7.9mm). The 8TS will allow the top surface of the cover to be flush with the finished floor. Includes: two (2) 1/8" (3.2mm) and two (2) 1/16" (1.6mm) thick shims. Up to a total of 3/8" (9.5mm) of adjustment.</p> <p>Country of Origin: USA</p>

FloorPort Series Cover Assemblies for RFB2, RFB4 & RFB6 Series Floor Boxes

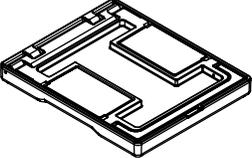
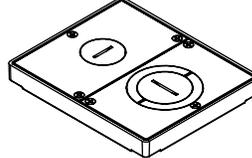
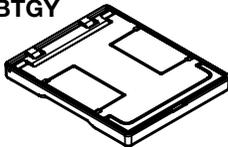
FLOORPORT PART NUMBER CONFIGURATOR

FP	B	TC	NK
FloorPort Cover	Blank Top Cutout Top Furniture Feed	B C FF	Tile (Flangeless) Tile/Carpet (Flanged)
		T TC	Nickel Brass Black Bronze Gray Brushed Aluminum
			NK BS BK BZ GY AL

FloorPort Series Flanged Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
FPCTCBK FPCTCBZ FPCTCBS FPCTCNK FPCTCAL FPCTCGY 	Cutout Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Insert in lid allows for carpet or tile cutouts to match finished floor.	FPFFTCBK FPFFTCBZ FPFFTCBS FPFFTCNK FPFFTCAL FPFFTCGY 	Furniture Feed Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
FPBTCBK FPBTCBZ FPBTCBS FPBTCNK FPBTCAL FPBTCGY 	Blank Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Lid area is flush with the finished floor, no cutouts provided.		Country of Origin: USA
	Country of Origin: India		

FloorPort Series Flangeless Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
FPCTBK FPCTBZ FPCTBS FPCTNK FPCTAL FPCTGY 	Cutout Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Insert in lid allows for tile cutouts to match finished floor.	FPFFTBK FPFFTBZ FPFFTBS FPFFTNK FPFFTAL FPFFTGY 	Furniture Feed Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
FPBTBK FPBTBZ FPBTBS FPBTNK FPBTAL FPBTGY 	Blank Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Lid area is flush with the finished floor, no cutouts provided.		Country of Origin: USA
	Country of Origin: India		

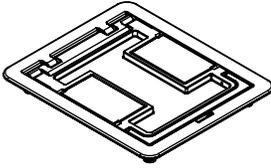
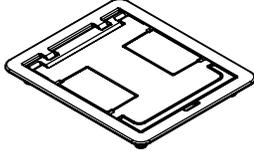
NOTE: Pricing varies depending on country of origin. Consult your local sales representative for more information.

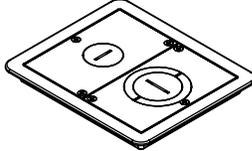
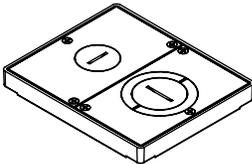
North American Made FloorPort Series Cover Assemblies for RFB2, RFB4 & RFB6 Series Floor Boxes

NORTH AMERICAN MADE FLOORPORT PART NUMBER CONFIGURATOR

<u>FP</u>	<u>B</u>	<u>TC</u>	<u>NK</u>	<u>NA</u>
FloorPort Cover	Blank Top Cutout Top Furniture Feed	B C FF Tile (Flangeless) Tile/Carpet (Flanged)	T TC Nickel Brass Black Bronze Gray Brushed Aluminum	NK BS BK BZ GY AL North American Made

North American Made FloorPort Series Flanged Cover Assemblies Ordering Information

Catalog No./Item	Description/Specifications
FPCTCBK-NA FPCTCBZ-NA FPCTCBS-NA FPCTCNK-NA FPCTCGY-NA 	Cutout Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), or gray (GY). Insert in lid allows for carpet or tile cutouts to match finished floor.
	Country of Origin: USA
FPBTCBK-NA FPBTCBZ-NA FPBTCBS-NA FPBTCNK-NA FPBTCGY-NA 	Blank Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), or gray (GY). Lid area is flush with the finished floor, no cutouts provided.
	Country of Origin: USA

Catalog No./Item	Description/Specifications
FPFFTCBK FPFFTCBZ FPFFTCBS FPFFTCNK FPFFTCAL FPFFTCGY 	Furniture Feed Cover Assembly – Flanged cover for use in tile or carpet installation. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
	Country of Origin: USA
FPFFTBK FPFFTBZ FPFFTBS FPFFTNK FPFFTAL FPFFTGY 	Furniture Feed Cover Assembly – Flangeless cover for use in tile installations. Die-cast aluminum assembly available in black (BK), bronze (BZ), brass (BS), nickel (NK), gray (GY), or brushed aluminum (AL). Provided with one 1" trade size screw plug for power or communication type cabling and one combination 1 1/4" and 2" trade size screw plug for communication type cabling. Allows for feeding both power and communication cabling.
	Country of Origin: USA

NOTE: Pricing varies depending on country of origin. Consult your local sales representative for more information.

NOTE: Load applied through a 2" [51mm] mandrel in center of service fitting. Loads above are static loads only and do not pertain to rolling loads.

LOAD CAPACITIES FOR FLOORPORT COVER ASSEMBLIES

CATALOG NUMBERS	MAXIMUM LOAD IN POUNDS
FPCTC	1000
FPBTC	750
FPFFTC	1000
FPCT	1000
FPBT	750
FPFFT	1000

NOTE: All brand and product names referenced in this document are registered trademarks or trademarks of their respective holders.



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 Phone: 905.738.9195
www.legrand.ca

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ELECTRICAL SYMBOL LEGEND		
POWER		
	DUPLEX RECEPTACLE DOUBLE DUPLEX RECEPTACLE ISOLATED DUPLEX RECEPTACLE SPECIAL PURPOSE RECEPTACLE DISCONNECT SWITCH FUSED DISCONNECT SWITCH HAND-OFF-AUTO MOTOR STARTER MANUAL MOTOR STARTER SWITCH MOTOR - SEE MOTOR SCHEDULES JUNCTION BOX PANELBOARD REMOTE CONTROL PANEL PROXIMITY READER DOOR CONTACT ELECTRIC STRIKE	18" A.F.F. UNLESS NOTED OTHERWISE 18" A.F.F. UNLESS NOTED OTHERWISE 18" A.F.F. UNLESS NOTED OTHERWISE
LIGHTING (SEE LIGHT FIXTURE SCHEDULE)		
	2'x2' LED FIXTURE -TYPICAL: TYPE A, CIRCUIT #, SWITCH LEG a 4'x2' LED FIXTURE -TYPICAL: TYPE H1&H2, CIRCUIT #, SWITCH LEG a 1'x2' LED FIXTURE -TYPICAL: TYPE I, CIRCUIT #, SWITCH LEG a 1'x4' LED FIXTURE -TYPICAL: TYPE F&E, CIRCUIT # LED DOWN LIGHT LED PENDANT LIGHT LED WALL MOUNTED FIXTURE EXIT LIGHT LIGHT SWITCH 3-WAY LIGHT SWITCH 4-WAY LIGHT SWITCH	96" A.F.F. UNLESS NOTED OTHERWISE 48" A.F.F. UNLESS NOTED OTHERWISE 48" A.F.F. UNLESS NOTED OTHERWISE 48" A.F.F. UNLESS NOTED OTHERWISE
SIGNAL		
	CAMERA JUNCTION BOX/OUTLET COMPUTER/DATA/PRINTER JUNCTION BOX/OUTLET CEILING MOUNT SINGLE NETWORK JACK COMPUTER INPUT	18" A.F.F. UNLESS NOTED OTHERWISE
FIRE ALARM		
	SMOKE DETECTOR MAGNETIC DOOR HOLD OPEN DEVICE HORN/STROBE DEVICE STROBE LIGHT ONLY DEVICE VOICE COMMUNICATION STORBE LIGHT DEVICE DUCT SMOKE DETECTOR FIRE ALARM FAN SHUTDOWN RELAY FIRE ALARM CONTROL PANEL REMOTE FIRE ALARM ANNUNCIATOR PANEL	COORDINATE WITH DOOR HARDWARE 80" A.F.F. UNLESS NOTED OTHERWISE 80" A.F.F. UNLESS NOTED OTHERWISE 80" A.F.F. UNLESS NOTED OTHERWISE
CONDUIT		
	EXPOSED CONDUIT STRAIGHT WITH BUILDING LINES CONCEALED CONDUIT CIRCUIT HOME RUN	
NOTE: ALL MEASUREMENTS ARE TO CENTER UNLESS NOTED OTHERWISE		

ELECTRICAL ABBREVIATIONS			
A	AMPERE	MAX	MAXIMUM
A.F.F.	ABOVE FINISHED FLOOR	MCB	MAIN CIRCUIT BREAKER
A.F.G.	ABOVE FINISHED GRADE	MIN	MINIMUM
AHU	AIR HANDLING UNIT	MISC.	MISCELLANEOUS
AL	ALUMINIUM	MLO	MAIN LUGS ONLY
AMP	AMPERE	NC	NORMALLY CLOSED CONTACT
APPROX	APPROXIMATELY	NEC	NATIONAL ELECTRICAL CODE
AUTO	AUTOMATIC	NL	NIGHT LIGHT
C	CONDUIT	NO	NORMALLY OPEN CONTACT
CB	CIRCUIT BREAKER	OH	OVERHEAD
CCTV	CLOSED CIRCUIT TELEVISION	PF	POWER FACTOR
CKT	CIRCUIT	PH	PHASE
CR	CORROSION RESISTANT	PT	POTENTIAL TRANSFORMER
CT	CURRENT TRANSFORMER	PVC	POLYVINYL CHLORIDE
CU	COPPER	RMC	RIGID METAL CONDUIT
DWG	DRAWING	RTU	ROOF TOP UNIT
EM	EMERGENCY	TV	TELEVISION
EMT	ELECTRICAL METALLIC TUBING	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
F	FUSE	TYP	TYPICAL
GFI	GROUND FAULT INTERRUPTER	UE	UNDERGROUND ELECTRICAL
HOA	HAND-OFF-AUTOMATIC SWITCH	V	VOLT
HP	HORSEPOWER	VA	VOLT-AMPERES
IMC	INTERMEDIATE METAL CONDUIT	W	WATT
J-BOX	JUNCTION BOX	WP	WEATHERPROOF
kV	KILOVOLT	XF	TRANSFORMER
kVA	KILOVOLT-AMPERE		
kVAR	KILOVOLT-AMPERE REACTIVE		
kW	KILOWATT		
kWH	KILOWATT HOUR		

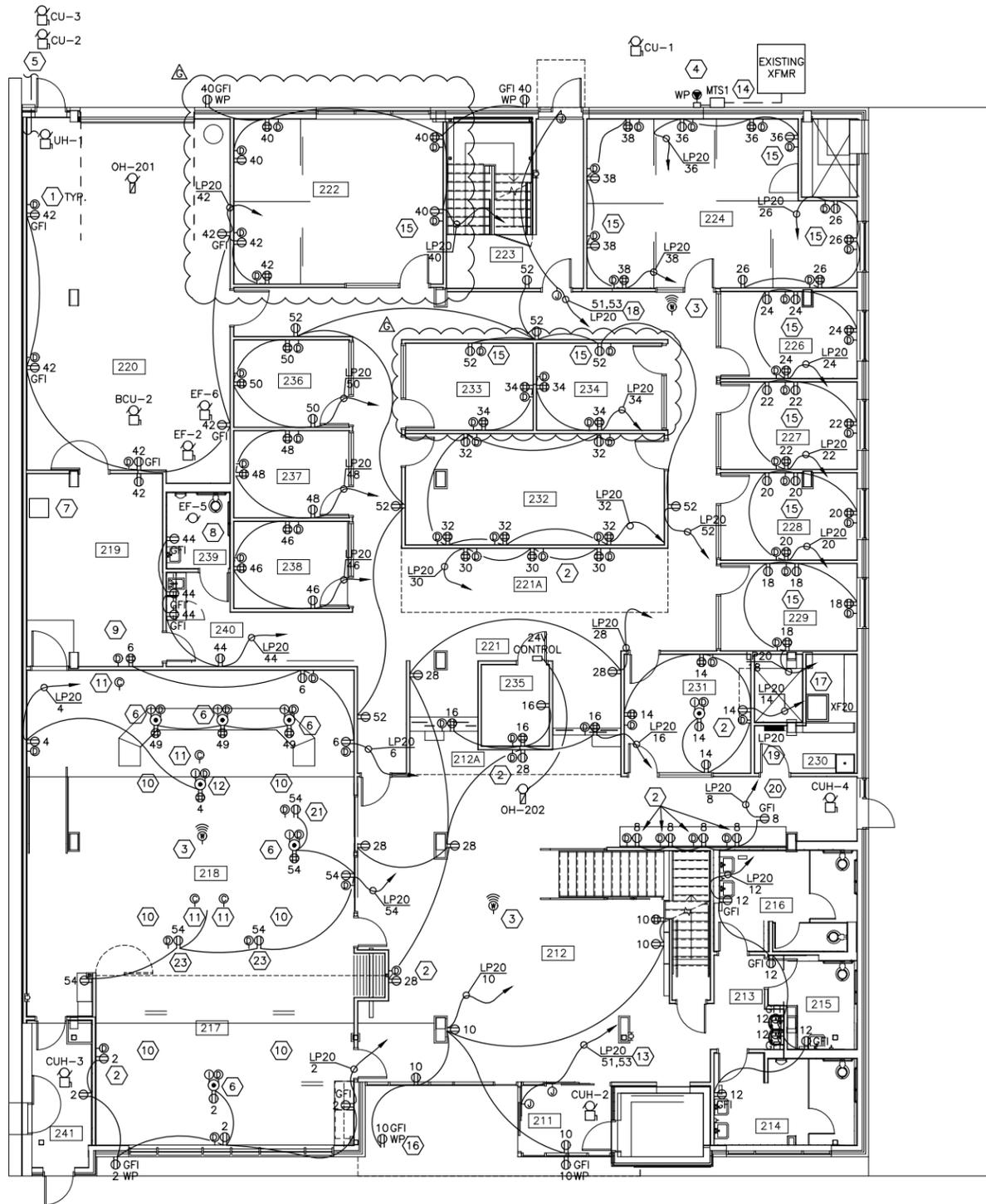
ELECTRICAL SHEET INDEX				
DRAWING NUMBER	SHEET DESCRIPTION	ISSUED DATE	REVISION NUMBER	REVISED DATE
E-001	ELECTRICAL COVER SHEET	10/10/2019	G	8/21/2020
E-101	ELECTRICAL ONE-LINE RISER DIAGRAM	10/10/2019	D	10/21/2019
E-201	ELECTRICAL LIGHTING PLAN - LOWER LEVEL	10/10/2019	D	10/21/2019
E-202	ELECTRICAL LIGHTING PLAN - MAIN LEVEL	10/10/2019	F	8/21/2020
E-203	ELECTRICAL LIGHTING PLAN - UPPER LEVEL	10/10/2019	D	10/21/2019
E-301	ELECTRICAL POWER PLAN - LOWER LEVEL	10/10/2019	D	10/21/2019
E-302	ELECTRICAL POWER PLAN - MAIN LEVEL	10/10/2019	G	8/21/2020
E-303	ELECTRICAL POWER PLAN - UPPER LEVEL	10/10/2019	G	8/21/2020
E-401	ELECTRICAL EMERGENCY & ACCESS PLAN - LOWER LEVEL	10/10/2019	D	10/21/2019
E-402	ELECTRICAL EMERGENCY & ACCESS PLAN - MAIN LEVEL	10/10/2019	F	8/21/2020
E-403	ELECTRICAL EMERGENCY & ACCESS PLAN - UPPER LEVEL	10/10/2019	D	10/21/2019
E-501	ELECTRICAL SCHEDULES	10/10/2019	D	10/21/2019
E-502	ELECTRICAL SCHEDULES	10/10/2019	D	10/21/2019
E-503	ELECTRICAL SCHEDULES	10/10/2019	G	8/21/2020
E-601	ELECTRICAL DEMO PLAN - LOWER LEVEL	10/10/2019	D	10/21/2019
E-602	ELECTRICAL DEMO PLAN - MAIN LEVEL	10/10/2019	D	10/21/2019
E-603	ELECTRICAL DEMO PLAN - UPPER LEVEL	10/10/2019	D	10/21/2019

PROJECT #MN0201906	DATE: 10-10-2019
DRAWN BY: JWM	CHECKED BY: RWD
OWNER:	
PRELIMINARY	08/08/2019
REVISION	10/04/2019
ISSUED FOR BID	10/10/2019
RE-ISSUE FOR BID	10/21/2019
PR#4	06/03/2020
A/V COORDINATION	07/31/2020
REVISION	08/21/2020

MARSHALL
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ELECTRICAL
COVER SHEET



1 ELECTRICAL POWER PLAN - MAIN LEVEL
 E-302 SCALE: 1/8" = 1'-0"
 4'-0" 0 8'-0"

GENERAL NOTES

- A MINIMUM WIRE SIZE SHALL BE #12 AWG COPPER TYPE THHN UNLESS SPECIFICALLY NOTED OTHERWISE.
- B EMT CONDUIT SYSTEM SHALL BE UTILIZED FOR INTERIOR ABOVE ACCESSIBLE CEILING WIRING. METAL-CLAD (TYPE MC) CABLE IS ALLOWED FOR WIRING CONCEALED IN WALLS.
- C ELECTRICAL CONTRACTOR SHALL UTILIZE RIGID STEEL CONDUIT OR IMC AND LIQUID TIGHT FLEXIBLE METAL CONDUIT AS PART OF THE ELECTRICAL WIRING SYSTEM FOR ALL OUTDOOR ABOVE GROUND INSTALLATIONS.
- D INTERIOR RECEPTACLES SHALL BE MOUNTED AT 18" ABOVE FINISHED FLOOR TO CENTER OF OPENING UNLESS NOTED OTHERWISE.
- E EXTERIOR RECEPTACLES SHALL BE MOUNTED AT 24" ABOVE FINISHED GRADE TO CENTER OF OPENING UNLESS NOTED OTHERWISE.
- F VERIFY MOUNTING HEIGHT OF DEVICES ABOVE COUNTERTOPS WITH CABINET SUPPLIER AND ARCHITECTURAL ELEVATIONS PRIOR TO ROUGH-IN.

KEYED NOTES

- 1 RECEPTACLES INSTALLED IN FIREWALL SHALL HAVE FIRE RATING EQUAL OR GREATER THAN THAT OF THE FIREWALL. SEE G-011 FOR FIRE PLAN.
- 2 PROVIDE NECESSARY PORTS AND CONDUCTORS FOR INSTALLATION OF VIDEO SCREEN. MOUNT AT 75" AFF. COORDINATE WITH OWNER FOR EXACT REQUIREMENTS. PROVIDE FOUR SQUARE JUNCTION BOX WITH ONE GANG TRIM RING ADJACENT TO POWER AND DATA WITH (1) 1-1/4" CONDUIT STUBBED TO ACCESSIBLE CEILING. COORDINATE EXACT DETAILS WITH AV CONTRACTOR.
- 3 PROVIDE DATA PORT FOR WIRELESS CEILING MOUNTED ACCESS POINT. COORDINATE WITH OWNER FOR EXACT LOCATION.
- 4 PROVIDE MANUAL TRANSFER SWITCH 'MTS1' AND GENERAL RECEPTACLE FOR GENERATOR BACKFEED. SEE E-101 FOR ADDITIONAL INFORMATION.
- 5 APPROXIMATE BUILDING ENTRANCE LOCATION OF TELECOM CABLE.
- 6 FLOOR BOX WITH RECEPTACLES, DATA PORTS, AND AV INPUTS. FLOOR BOX SHALL BE FLUSH WITH FLOOR SURFACE. PROVIDE (1) 1-1/4" CONDUIT FROM FLOOR BOX DIRECTLY TO THE IN-WALL PULL BOX AT AV EQUIPMENT RACK LOCATION FOR AV CABLES.
- 7 APPROXIMATE LOCATION OF PATCH PANEL FOR LOWER AND MAIN LEVEL..
- 8 EXHAUST FANS IN ROOM SHALL BE CONTROLLED BY CEILING MOUNTED OCCUPANCY SENSOR ONLY. SEE SHEET E-202 FOR ADDITIONAL OCCUPANCY SENSOR DETAILS.
- 9 APPROXIMATE LOCATION OF AV EQUIPMENT RACK. PROVIDE HOFFMAN ASG18X18X6NK PULL BOX AT RACK LOCATION WITH (3) 1-1/4" CONDUITS STUBBED INTO ACCESSIBLE CEILING SPACE OF ROOM 218.
- 10 APPROXIMATE LOCATION OF PA AUDIO SYSTEM SPEAKER. EXACT DETAILS SHALL BE REVIEWED WITH OWNER AND AV CONSULTANT PRIOR TO CONSTRUCTION.
- 11 APPROXIMATE LOCATION OF PAN-TILT-ZOOM CAMERA FROM AV EQUIPMENT RACK. EXACT DETAILS SHALL BE REVIEWED WITH OWNER AND AV CONSULTANT PRIOR TO CONSTRUCTION.
- 12 FLOOR BOX WITH RECEPTACLES, DATA PORTS, COMPUTER INPUT, AND AV INPUTS. FLOOR BOX SHALL BE FLUSH WITH FLOOR SURFACE. PROVIDE (1) 1-1/4" CONDUIT FROM FLOOR BOX DIRECTLY TO THE IN-WALL J-BOX AT AV EQUIPMENT RACK LOCATION FOR AV CABLES. EXACT DETAILS SHALL BE REVIEWED WITH OWNER AND AV CONSULTANT PRIOR TO CONSTRUCTION.
- 13 PROVIDE 120V POWER TO DOOR OPERATORS. EXACT DETAILS OF ELECTRICAL REQUIREMENTS SHALL BE REVIEWED BY DOOR HARDWARE SUPPLIER PRIOR TO CONSTRUCTION.
- 14 FIELD VERIFY EXISTING CONDUIT TO TRANSFORMER. REUSE IF POSSIBLE.
- 15 PROVIDE NECESSARY PORTS AND CONDUCTORS FOR WALL MOUNTED REVIEW MONITOR MOUNTED AT APPROXIMATELY 5' ABOVE FINISHED FLOOR. COORDINATE WITH ROOM CASEWORK SO THAT RECEPTACLE AND DATA PORT ARE CONCEALED BEHIND REVIEW MONITOR.
- 16 PROVIDE RECEPTACLE IN UNDERSIDE OF EXTERIOR SOFFIT.
- 17 PROVIDE 4" HIGH HOUSEKEEPING PAD TO EXTEND 2" BEYOND TRANSFORMER.
- 18 AS AN ALTERNATE TO THE BASE BID, PROVIDE 120V POWER TO DOOR OPERATORS. EXACT DETAILS OF ELECTRICAL REQUIREMENTS SHALL BE REVIEWED BY DOOR HARDWARE SUPPLIER PRIOR TO CONSTRUCTION.
- 19 COORDINATE LOCATION OF LP20 WITH MECHANICAL CONTRACTORS TO ENSURE PROPER WORKING DISTANCE AND DEDICATED SPACE.
- 20 COORDINATE DOOR SWING WITH GENERAL CONTRACTOR SO DOOR DOES NOT INTERFERE WITH WORKING SPACE.
- 21 COORDINATE LOCATION RECEPTACLE FOR PROJECTOR WITH OWNER AND AV CONSULTANT PRIOR TO CONSTRUCTION.
- 22 NOT USED
- 23 PROVIDE NECESSARY PORTS AND CONDUCTORS FOR INSTALLATION OF VIDEO SCREEN. COORDINATE WITH OWNER FOR EXACT REQUIREMENTS.

MARSHALL MUNICIPAL BUILDING



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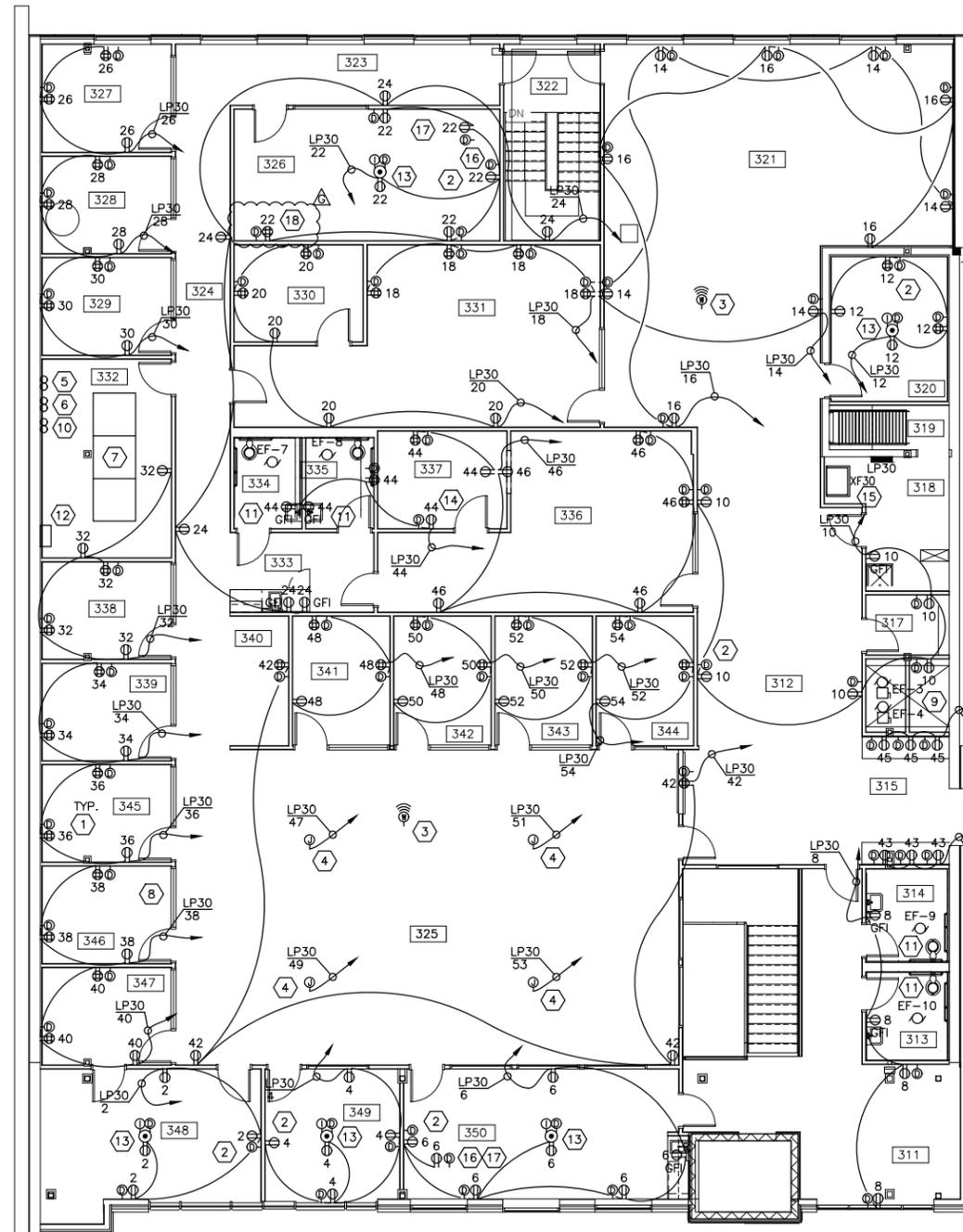
609 3rd St.
 PO Box 15
 Prinsburg, MN 56281
 (320) 978-8022

PROJECT #	DATE
#N0201906	10-10-2019
DRAWN BY: JWM	CHECKED BY: RWD
OWNER:	
PRELIMINARY	08/08/2019
REVISION	10/04/2019
ISSUED FOR BID	10/10/2019
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MARSHALL MUNICIPAL BUILDING

MARSHALL, MN

ELECTRICAL POWER PLAN MAIN LEVEL



1
E-303
N
ELECTRICAL POWER PLAN - UPPER LEVEL
SCALE: 1/8" = 1'-0"
4'-0" 0 8'-0"

GENERAL NOTES

- A MINIMUM WIRE SIZE SHALL BE #12 AWG COPPER TYPE THIN UNLESS SPECIFICALLY NOTED OTHERWISE.
- B EMT CONDUIT SYSTEM SHALL BE UTILIZED FOR INTERIOR ABOVE ACCESSIBLE CEILING WIRING. METAL-CLAD (TYPE MC) CABLE IS ALLOWED FOR WIRING CONCEALED IN WALLS.
- C ELECTRICAL CONTRACTOR SHALL UTILIZE RIGID STEEL CONDUIT OR IMC AND LIQUID TIGHT FLEXIBLE METAL CONDUIT AS PART OF THE ELECTRICAL WIRING SYSTEM FOR ALL OUTDOOR ABOVE GROUND INSTALLATIONS.
- D INTERIOR RECEPTACLES SHALL BE MOUNTED AT 18" ABOVE FINISHED FLOOR TO CENTER OF OPENING UNLESS NOTED OTHERWISE.
- E EXTERIOR RECEPTACLES SHALL BE MOUNTED AT 24" ABOVE FINISHED GRADE TO CENTER OF OPENING UNLESS NOTED OTHERWISE.
- F VERIFY MOUNTING HEIGHT OF DEVICES ABOVE COUNTERTOPS WITH CABINET SUPPLIER AND ARCHITECTURAL ELEVATIONS PRIOR TO ROUGH-IN.

KEYED NOTES

- 1 RECEPTACLES INSTALLED IN FIREWALL SHALL HAVE FIRE RATING EQUAL OR GREATER THAN THAT OF THE FIREWALL. SEE G-011 FOR FIRE PLAN.
- 2 PROVIDE NECESSARY PORTS AND CONDUCTORS FOR INSTALLATION OF VIDEO SCREEN.
- 3 PROVIDE DATA PORT FOR WIRELESS CEILING MOUNTED ACCESS POINT. COORDINATE WITH OWNER FOR EXACT LOCATION.
- 4 CUBICAL RECEPTACLES AND DATA PORTS TO BE FED FROM THE DROP DOWN CEILING. UTILIZE RACEWAY COMPATIBLE WITH CUBICAL SYSTEM.
- 5 (2) 2" CONDUIT TO TELECOM BUILDING ENTRANCE LOCATION.
- 6 (2) 2" CONDUIT TO PATCH PANEL BELOW.
- 7 APPROXIMATE LOCATION OF SERVER AND UPPER LEVEL PATCH PANEL. PROVIDE (4) SPARE 120V 20A CIRCUITS FROM LP30 TO SERVER LOCATION FOR FUTURE USE.
- 8 FURNITURE LAYOUT TYPICAL OF STANDARD OFFICE.
- 9 EF-3 AND EF-4 LOCATED ON ROOF.
- 10 PROVIDE (2) 1" CONDUIT TO BATTERY BACKUP LOCATION IN THE BASEMENT. COORDINATE WITH OWNER FOR EXACT LOCATION.
- 11 EXHAUST FANS IN ROOM SHALL BE CONTROLLED BY CEILING MOUNTED OCCUPANCY SENSOR ONLY. SEE SHEET E-203 FOR ADDITIONAL OCCUPANCY SENSOR DETAILS.
- 12 OWNER SUPPLIED BUILDING ACCESS CONTROL PANEL IN APPROXIMATE LOCATION IN SERVER ROOM. COORDINATE WITH OWNER FOR EXACT LOCATION.
- 13 FLOOR BOX WITH RECEPTACLES, DATA PORTS AND COMPUTER INPUT. FLOOR BOX SHALL BE FLUSH WITH FLOOR SURFACE. PROVIDE (1) 1-1/4" CONDUIT FROM FLOOR BOX DIRECT TO THE CHEIF PAC525FW IN-WALL STORAGE BOX. FOR ROOMS WITHOUT THE IN-WALL STORAGE BOX, PROVIDE (1) 1-1/4" CONDUIT STUBBED DIRECTLY TO ACCESSIBLE CEILING WITHIN THE ROOM FOR AV CABLES.
- 14 PROVIDE NECESSARY PORTS AND CONDUCTORS FOR WALL MOUNTED REVIEW MONITOR MOUNTED AT APPROXIMATELY 5' ABOVE FINISHED FLOOR. COORDINATE WITH ROOM CASEWORK SO THAT RECEPTACLE AND DATA PORT ARE CONCEALED BEHIND REVIEW MONITOR.
- 15 PROVIDE 4" HIGH HOUSEKEEPING PAD TO EXTEND 2" BEYOND TRANSFORMER.
- 16 GENERAL CONTRACTOR TO PROVIDE IN-WALL STORAGE BOX BEHIND DISPLAY. CENTER UNIT 60" AFF. PROVIDE POWER IN TOP KNOCKOUT OF STORAGE BOX AND PROVIDE DATA JUNCTION BOX INSIDE STORAGE BOX. PROVIDE (2) 1-1/4" CONDUITS STUBBED UP TO ACCESSIBLE CEILING FOR AV AND DATA CABLES.
- 17 INSTALL 2X2 CEILING MOUNTED ENCLOSURE ADJACENT TO WALL MOUNTED DISPLAY. FSR CB-22 FURNISHED BY AV CONTRACTOR. PROVIDE POWER AND DATA AT CEILING ENCLOSURE.
- 18 AV EQUIPMENT RACK LOCATION. PROVIDE FOUR SQUARE JUNCTION BOX WITH ONE GANG TRIM RING ADJACENT TO POWER AND DATA WITH (1) 1-1/4" CONDUIT STUBBED TO ACCESSIBLE CEILING.

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PROJECT #MN0201906 DATE: 10-10-2019

DRAWN BY: JWM CHECKED BY: RWD

OWNER:

PRELIMINARY	08/08/2019
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MARSHALL
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BUILDING

MARSHALL, MN

ELECTRICAL
POWER PLAN
UPPER LEVEL

PANEL SCHEDULE													
PANEL: LP10			LOCATION: ROOM 124			VOLTS: 208/120 WYE			AIC RATING: 22,000				
BUS SIZE (AMPS): 225			PANEL LUGS: MCB			CONFIGURATION: 3-PHASE, 4-WIRE			MOUNTING: SURFACE				
1. PROVIDE POCKET SLIDE-IN TYPED CIRCUIT DIRECTORY				2. PROVIDE COPPER PHASE AND GROUND BUSES				3. PROVIDE BOLT ON CIRCUIT BREAKERS				4. PROVIDE EQUIPMENT GROUND BUS	
ROOM	CIRCUIT DESCRIPTION	LOAD VA	CIRCUIT BREAKER	POLES	CIRCUIT #	P H	CIRCUIT #	POLES	CIRCUIT BREAKER	LOAD VA	CIRCUIT DESCRIPTION	ROOM	
120	LIGHTING	512	20	1	1	A	2	1	20	1200	GENERAL RECEPTACLE	100,111,112,115, HOISTWAY	
123,223,322	LIGHTING	510	20	1	3	B	4	1	20	800	GENERAL RECEPTACLE	113	
119,121,122,125	LIGHTING	640	20	1	5	C	6	1	20	800	GENERAL RECEPTACLE	114,118	
124	LIGHTING	436	20	1	7	A	8	1	20	400	GENERAL RECEPTACLE	114	
118	LIGHTING	416	20	1	9	B	10	1	20	400	GENERAL RECEPTACLE	114	
113-117	LIGHTING	544	20	1	11	C	12	1	20	800	GENERAL RECEPTACLE	120	
100,111,112	LIGHTING	192	20	1	13	A	14	1	20	600	GENERAL RECEPTACLE	120	
	SPARE	200	20	1	15	B	16	1	20	1200	GENERAL RECEPTACLE	121,122	
100	SP-1	864	20	1	17	C	18	1	20	800	GENERAL RECEPTACLE	116,117	
100	SP-2	864	20	1	19	A	20	1	20	800	GENERAL RECEPTACLE	118	
124	CP-1	312	20	1	21	B	22	1	20	800	GENERAL RECEPTACLE	118	
124	CP-2	360	20	1	23	C	24	1	20	1000	GENERAL RECEPTACLE	119,124	
124	CP-3	360	20	1	25	A	26	1	20	200	GENERAL RECEPTACLE	114	
124	CP-6	360	20	1	27	B	28	1	20	200	GENERAL RECEPTACLE		
124	GF-1	312	20	1	29	C	30	1	20	400	GENERAL RECEPTACLE		
123	CUH-1	1656	20	1	31	A	32	1	20		SPARE		
112	EF-1	696	20	1	33	B	34	1	20		SPARE		
124	B-1	240	20	1	35	C	36	1	20		SPARE		
124	B-2	240	20	1	37	A	38	1	20		SPARE		
124	B-3	240	20	1	39	B	40	1	20	1000	EXISTING SUMP PUMP	124	
120	BCU-1	790	20	2	41	C	42	1	20	1400	ELEVATOR CAR	100	
-	-	790	-	-	43	A	44	2	30	5000	DRYER	120	
124	AHU-1	685	20	3	45	B	46	-	-	5000	-	-	
-	-	685	-	-	47	C	48	-	ST		ELEVATOR SHUNT TRIP CIRCUIT	-	
-	-	685	-	-	49	A	50	1	20		SPARE		
	SPARE		20	1	51	B	52	1	20		SPARE		
	SPARE		20	1	53	C	54	1	20		SPARE		

NOTES:
A ELEVATOR CIRCUIT BREAKER SHALL HAVE 120V SHUNT TRIP FOR AUTOMATIC DISCONNECTION OF POWER PRIOR TO FIRE SUPPRESSION SYSTEM ACTIVATION.

PANEL SCHEDULE													
PANEL: LP20			LOCATION: ROOM 230			VOLTS: 208/120 WYE			AIC RATING: 22,000				
BUS SIZE (AMPS): 225			PANEL LUGS: MCB			CONFIGURATION: 3-PHASE, 4-WIRE			MOUNTING: SURFACE				
1. PROVIDE POCKET SLIDE-IN TYPED CIRCUIT DIRECTORY				2. PROVIDE COPPER PHASE AND GROUND BUSES				3. PROVIDE BOLT ON CIRCUIT BREAKERS				4. PROVIDE EQUIPMENT GROUND BUS	
ROOM	CIRCUIT DESCRIPTION	LOAD VA	CIRCUIT BREAKER	POLES	CIRCUIT #	P H	CIRCUIT #	POLES	CIRCUIT BREAKER	LOAD VA	CIRCUIT DESCRIPTION	ROOM	
219,220,222	LIGHTING	528	20	1	1	A	2	1	20	1200	GENERAL RECEPTACLE	217,241, OUTDOORS	
224-229	LIGHTING	612	20	1	3	B	4	1	20	600	GENERAL RECEPTACLE	218	
217,218,241	LIGHTING	1012	20	1	5	C	6	1	20	600	GENERAL RECEPTACLE	218	
221,221A,232-240	LIGHTING	1404	20	1	7	A	8	1	20	1000	GENERAL RECEPTACLE	212	
211-216,230,231	LIGHTING	1264	20	1	9	B	10	1	20	1600	GENERAL RECEPTACLE	211,212, OUTDOORS	
OUTDOORS	LIGHTING	100	20	1	11	C	12	1	20	1200	GENERAL RECEPTACLE	213-216,230	
OUTDOORS	LIGHTING	480	20	1	13	A	14	1	20	1400	GENERAL RECEPTACLE	231	
220	OH-201	960	20	1	15	B	16	1	20	1400	GENERAL RECEPTACLE	221,235	
212A	OH-202	960	20	1	17	C	18	1	20	1200	GENERAL RECEPTACLE	229	
220	UH-1	864	20	1	19	A	20	1	20	1200	GENERAL RECEPTACLE	228	
211	CUH-2	312	20	1	21	B	22	1	20	1400	GENERAL RECEPTACLE	227	
241	CUH-3	312	20	1	23	C	24	1	20	1200	GENERAL RECEPTACLE	226	
220	EF-2	696	20	1	25	A	26	1	20	1200	GENERAL RECEPTACLE	224	
EAST ENTRY	CUH-4	312	20	1	27	B	28	1	20	1200	GENERAL RECEPTACLE	212,212A,221	
220	EF-6	36	20	1	29	C	30	1	20	1200	GENERAL RECEPTACLE	221A	
OUTDOORS	CU-2	583	20	2	31	A	32	1	20	1600	GENERAL RECEPTACLE	232	
-	-	583	-	-	33	B	34	1	20	2000	GENERAL RECEPTACLE	233,234	
OUTDOORS	CU-3	583	20	2	35	C	36	1	20	800	GENERAL RECEPTACLE	224	
-	-	583	-	-	37	A	38	1	20	1200	GENERAL RECEPTACLE	224	
220	BCU-2	790	20	2	39	B	40	1	20	2000	GENERAL RECEPTACLE	222, OUTDOORS	
-	-	790	-	-	41	C	42	1	20	1200	GENERAL RECEPTACLE	220	
ELEVATOR SHAFT	LIGHTING	42	20	1	43	A	44	1	20	1200	GENERAL RECEPTACLE	219,239,240	
	SPARE		20	1	45	B	46	1	20	1000	GENERAL RECEPTACLE	238	
	SPARE		20	1	47	C	48	1	20	1000	GENERAL RECEPTACLE	237	
218	GENERAL RECEPTACLE	1200	20	1	49	A	50	1	20	1000	GENERAL RECEPTACLE	236	
211	FACP (FIRE ALARM CONTROL PANEL)	500	20	1	51	B	52	1	20	1200	GENERAL RECEPTACLE	HALL	
211,223	DOOR OPERATORS	1000	20	1	53	C	54	1	20	1200	GENERAL RECEPTACLE	217,218	

PANEL SCHEDULE													
PANEL: LP30			LOCATION: ROOM 318			VOLTS: 208/120 WYE			AIC RATING: 22,000				
BUS SIZE (AMPS): 225			PANEL LUGS: MCB			CONFIGURATION: 3-PHASE, 4-WIRE			MOUNTING: SURFACE				
1. PROVIDE POCKET SLIDE-IN TYPED CIRCUIT DIRECTORY				2. PROVIDE COPPER PHASE AND GROUND BUSES				3. PROVIDE BOLT ON CIRCUIT BREAKERS				4. PROVIDE EQUIPMENT GROUND BUS	
ROOM	CIRCUIT DESCRIPTION	LOAD VA	CIRCUIT BREAKER	POLES	CIRCUIT #	P H	CIRCUIT #	POLES	CIRCUIT BREAKER	LOAD VA	CIRCUIT DESCRIPTION	ROOM	
323-325,333,340	LIGHTING	1044	20	1	1	A	2	1	20	800	GENERAL RECEPTACLE	348	
327-329,332,338,339,345-347	LIGHTING	684	20	1	3	B	4	1	20	1000	GENERAL RECEPTACLE	349	
348-350	LIGHTING	504	20	1	5	C	6	1	20	1200	GENERAL RECEPTACLE	350	
326,330,331	LIGHTING	396	20	1	7	A	8	1	20	800	GENERAL RECEPTACLE	311,313-315	
334-337,340-344	LIGHTING	612	20	1	9	B	10	1	20	1200	GENERAL RECEPTACLE	312,316-318	
317-321	LIGHTING	600	20	1	11	C	12	1	20	1200	GENERAL RECEPTACLE	320	
311-315	LIGHTING	720	20	1	13	A	14	1	20	1000	GENERAL RECEPTACLE	321	
ROOF	EF-3	312	20	1	15	B	16	1	20	1000	GENERAL RECEPTACLE	321	
ROOF	EF-4	696	20	1	17	C	18	1	20	1600	GENERAL RECEPTACLE	331	
	SPARE		20	1	19	A	20	1	20	1400	GENERAL RECEPTACLE	330,331	
	SPARE		20	1	21	B	22	1	20	1400	GENERAL RECEPTACLE	326	
	SPARE		20	1	23	C	24	1	20	1200	GENERAL RECEPTACLE	322-324,333	
	SPARE		20	1	25	A	26	1	20	1000	GENERAL RECEPTACLE	327	
332	IT EQUIPMENT		20	1	27	B	28	1	20	1000	GENERAL RECEPTACLE	328	
332	IT EQUIPMENT		20	1	29	C	30	1	20	1000	GENERAL RECEPTACLE	329	
332	IT EQUIPMENT		20	1	31	A	32	1	20	1400	GENERAL RECEPTACLE	332,338	
332	IT EQUIPMENT		20	1	33	B	34	1	20	1000	GENERAL RECEPTACLE	339	
	SPARE		20	1	35	C	36	1	20	1000	GENERAL RECEPTACLE	345	
	SPARE		20	1	37	A	38	1	20	1000	GENERAL RECEPTACLE	346	
	SPARE		20	1	39	B	40	1	20	1000	GENERAL RECEPTACLE	347	
	SPARE		20	1	41	C	42	1	20	1200	GENERAL RECEPTACLE	325,340	
315	GENERAL RECEPTACLE	600	20	1	43	A	44	1	20	1400	GENERAL RECEPTACLE	334,335,337	
315	GENERAL RECEPTACLE	600	20	1	45	B	46	1	20	1400	GENERAL RECEPTACLE	336	
325	GENERAL RECEPTACLE	1000	20	1	47	C	48	1	20	1000	GENERAL RECEPTACLE	341	
325	GENERAL RECEPTACLE	1000	20	1	49	A	50	1	20	1000	GENERAL RECEPTACLE	342	
325	GENERAL RECEPTACLE	1000	20	1	51	B	52	1	20	1000	GENERAL RECEPTACLE	343	
325	GENERAL RECEPTACLE	1000	20	1	53	C	54	1	20	1000	GENERAL RECEPTACLE	344	

Item 12.

MARSHALL MUNICIPAL BUILDING



ENGAN ASSOCIATES
ARCHITECTS | INTERIOR DESIGNERS
shared vision. innovative design.

311 4th Street SW, P.O. Box 956, Willmar, MN 56201
320-235-0860 FAX: 320-235-0861 | www.engan.com



PSE Power System Engineering, Inc.

609 3rd St.
PO Box 15
Prinsburg, MN 56281
(320) 978-8022

PROJECT # MN0201906	DATE: 10-10-2019
DRAWN BY: JWM	CHECKED BY: RWD
OWNER:	
PRELIMINARY	08/08/2019
REVISION	10/04/2019
ISSUED FOR BID	10/10/2019
RE-ISSUE FOR BID	10/21/2019
PR#4	06/03/2020
A/V COORDINATION	07/31/2020
REVISION	08/21/2020

MARSHALL MUNICIPAL BUILDING

MARSHALL, MN

ELECTRICAL SCHEDULES

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BRENNAN COMPANIES

Building Together

DATE: February 1, 2021
TO: Andy Engan; Engan Architects
CC: Nathan Hrdlichka; Brennan Construction
FROM: John van Dyck; Brennan Construction
RE: Marshall Municipal CR 26; Costs related to RFI 40

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Chappell	HVAC changes per RFI 40			\$ 8,862.00
			Subs Subtotal:	\$ 8,862.00
Brennan Companies:				
Brennan Companies	Material for RFI 40			\$ 200.00
Brennan Companies	Bond Change @ 1%			\$ 88.62
			GC Subtotal:	\$ 288.62

10% OH&P on subs	\$ 886.20
10% OH&P on GC	\$ 28.86
TOTAL:	\$ 10,066.00

Approved:  _____



Chappell Central, Inc. 1950 Trott Avenue SW
 Willmar, MN 56201
 (320)235-2151

DATE: 1/5/2021

CHAPPELL CENTRAL
 MECH RQST #
 RFI NO. 40
 OWNER PROJECT 0
 ARCH PROJECT 0
 FILE 0

PROJECT: Marshall Municipal
 LOCATION: Marshall, MN

DESCRIPTION OF CHANGE: RFI-40 - Line interior of shaft with (2) layers of 1" elastomeric flexible insulation. We will attached flexible insulation to rigid insulation provided and installed by others.
 Insulation data sheet provided for reference.

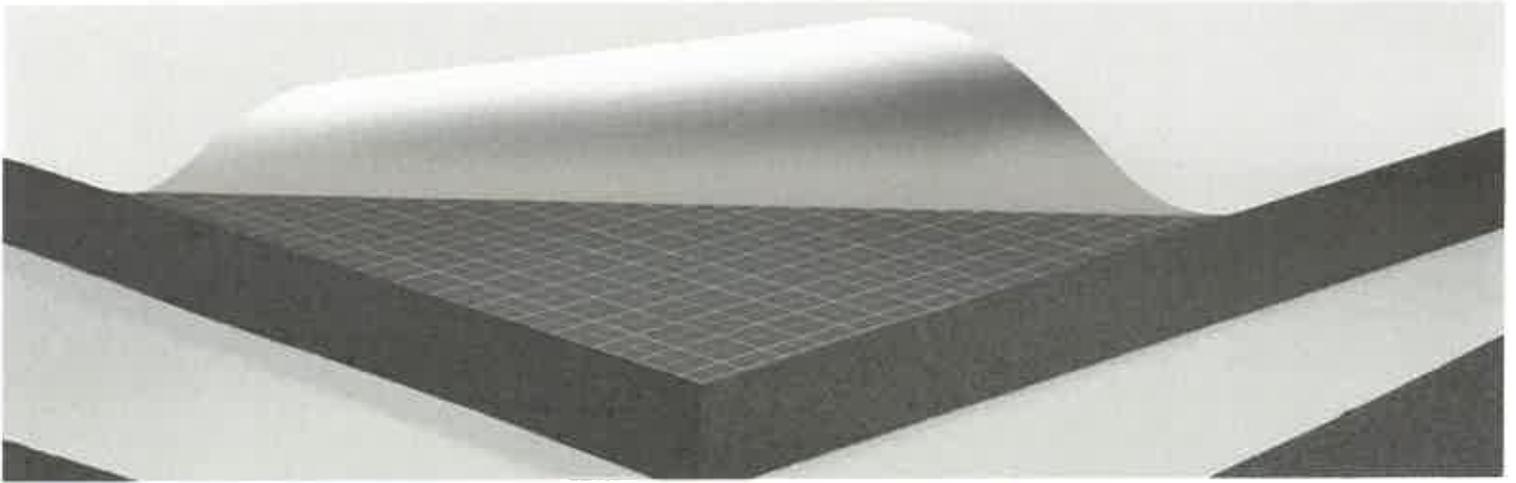
BASE LABOR	\$ 66.38	48 HRS	\$ 3,186.24
Base Labor includes shop fabrication & field crew installation			
UNEMPLOYMENT TAXES IN	20.95%	\$ 667.52	\$ 3,853.76
SUPERVISION	5%	\$ 192.69	\$ 4,046.45
SAFETY & CLEAN-UP	5%	\$ 192.69	\$ 4,239.13
SMALL TOOLS	5%	\$ 192.69	\$ 4,431.82
MATERIAL HANDLING	5%	\$ 192.69	\$ 4,624.51
SUBS/ MILEAGE / VEHICLE	\$ 5.90	\$ 283.20	\$ 4,907.71
LABOR SUBTOTAL			\$ 4,907.71

SUBCONTRACTOR:	
TOTAL MATERIALS	
Elastomeric insulation (2 layers of 1" liner)	\$ 2,935.00
SUBTOTAL	
	\$ 2,935.00

SPECIAL NOTATIONS & / OR EXCLUSIONS:
 1. WRITTEN AUTHORIZATION REQUIRED TO PROCEED
 2. PROPOSAL SUBJECT TO CHANGE AFTER 30 DAYS OR PER PROJECT SCHEDULE.
 3. PRICE BREAKDOWNS ATTACHED AS APPLICABLE

SUBTOTAL MATERIAL & LABOR	\$ 7,842.71
10% P. & O.	\$ 784.29
5% P. & O. (Subcontractor)	
STATE SALES TAX	\$ 235.00

TOTAL THIS REQUEST \$ 8,862.00 ADD



ENERGY SAVING SOLUTIONS

AP ArmaFlex SA AP ArmaFlex FS SA

Self-adhering Sheet and Roll Insulation

The original fiber-free, flexible elastomeric sheet and roll for equipment, vessel, and duct insulation – available with a labor-saving self-adhering system – for reliable protection against condensation, mold and energy loss. AP ArmaFlex® FS SA is PVC free.

- // Self-adhering system makes application easy and reduces installation time
- // Closed-cell structure provides excellent condensation control
- // Built-in vapor retarder eliminates need for additional vapor retarder
- // 25/50 rated for use in air plenums:
 - Up to 1" thickness in AP ArmaFlex
 - 1-1/2" and 2" thickness in AP ArmaFlex FS
- // Thickness up to 2" with R-value up to R-8

www.armacell.us



Item 12.

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ArmaFlex[®]

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TECHNICAL DATA – AP ArmaFlex® SA AND AP ArmaFlex® FS SA SHEET AND ROLL INSULATION - SELF ADHERING

Description

Black flexible closed-cell elastomeric thermal insulation in sheet and roll form with a self-adhering backing.

Specification Compliance

ASTM C 534, Type II — Sheet Grade 1	ASTM G21/C1338	MIL-C-3133C (MIL STD 670B)
ASTM C 1534, Type I	CAN/ULC-S102 ①	Grade SBE 3 ②
ASTM D 1056, 2C1	City of New York Approval MEA 107-89M	NFPA 90A, 90B
ASTM E 84, UL723	MIL-P-15280J, FORM S ②	UL 181

Approvals, Certifications, Compliances

- 3rd party certified by FM Approvals through 1" thickness per NFPA 4924.
- GREENGUARD Gold Certified.
- Manufactured without CFCs, HFCs, HCFCs, PBDEs, or Formaldehyde.
- Made with EPA registered Microban® antimicrobial product protection.
- All Armacell facilities in North America are ISO 9001 certified.
- Conforms to ASHRAE 90.1 Energy Standards
- Conforms to building codes: International Mechanical Code, IMC, International Energy Conservation Code, IECC, International Residential Code, IRC, Title 24 California Building Energy Efficiency Standards.
- AP ArmaFlex SA FS meets the living building challenge requirements. Red list compliant.

Typical Properties

Specifications	Values			Test Method
	AP ArmaFlex SA Through 1" (NBR/PVC based)	AP ArmaFlex FS SA 1-1/2" and 2" (EPDM based)	AP ArmaFlex SA 1-1/2" and 2" (NBR/PVC based)	
Thermal Conductivity: Btu • in/h • ft ² • °F (W/mK)				
75°F Mean Temperature (24°C)	0.245 (0.0353)	0.28 (0.040)	0.25 (0.036)	ASTM C 177 or C 518
100°F Mean Temperature (38°C)	0.257 (0.037)	0.289 (0.041)	0.256 (0.037)	
Water Vapor Permeability: Perm-in. [Kg/(s • m • Pa)]	0.05 (0.725 x 10 ⁻¹³)	0.08 (1.16 x 10 ⁻¹³)	0.05 (0.725 x 10 ⁻¹³)	ASTM E 96, Procedure A
Flame Spread and Smoke Developed Index:	25/50 rated Rated for Return Air Plenum use.	25/50 rated Rated for Return Air Plenum use.	Not rated	ASTM E 84, UL 723 CAN/ULC-S102 ①
Water Absorption, % by Volume:	0.2 %	0.2 %	0.2 %	ASTM C 209 or ASTM C1763
Mold Growth:	Passed	Passed	Passed	UL181
Fungi Resistance:				ASTM G21/C1338
Maximum Service Temperature ③	180°F (82°C)	300°F (149°C)	180°F (82°C)	
Minimum Service Temperature ④	-30°F (-34°C)	-30°F (-34°C)	-30°F (-34°C)	

① AP ArmaFlex meets CAN/ULC-S102 through 1" thickness.

② AP ArmaFlex meets MIL-P-15280J, FORM S and MIL-C-3133C (MIL STD 670B) Grade SBE through 1" thickness.

③ AP ArmaFlex SA and AP ArmaFlex FS SA can withstand temperature of 250°F (121°C) when tested according to ASTM C 411. "Test Method for Surface Performance of High-Temperature Insulations". At this temperature, AP ArmaFlex SA and AP ArmaFlex FS SA insulation shows no evidence of flaming, glowing, smoldering, delamination, melting or insulation collapse. Although this insulation will withstand high temperatures, continuous use temperature should be limited to 180°F (82°C).

④ At temperatures below -20°F (-29°C), elastomeric insulation starts to become less flexible. However, this characteristic does not affect thermal efficiency and resistance to water vapor permeability of ArmaFlex insulation.

TECHNICAL DATA - AP ArmaFlex® SA AND AP ArmaFlex® FS SA SHEET AND ROLL INSULATION - SELF ADHERING

R-Value	R-0.5	R-1.0	R-1.5	R-2.1	R-3.1	R-4.2	R-6	R-8
Thickness:	1/8" [3 mm]	1/4" [6 mm]	3/8" [10 mm]	1/2" [13 mm]	3/4" [19 mm]	1" [25 mm]	1-1/2" [38 mm]	2" [50 mm]

Sound Absorption Coefficients Frequency	125Hz	250Hz	500Hz	1000Hz	2000Hz	4000Hz	NRC	SAA
Thickness Nom. 1" [25 mm]	0.01	0.13	0.39	0.69	0.29	0.26	0.40	0.38
Thickness Nom. 1-1/2" [38 mm]	0.07	0.26	0.92	0.31	0.49	0.53	0.50	0.49
Thickness Nom. 2" [50 mm]	0.14	0.62	0.44	0.43	0.51	0.45	0.50	0.51

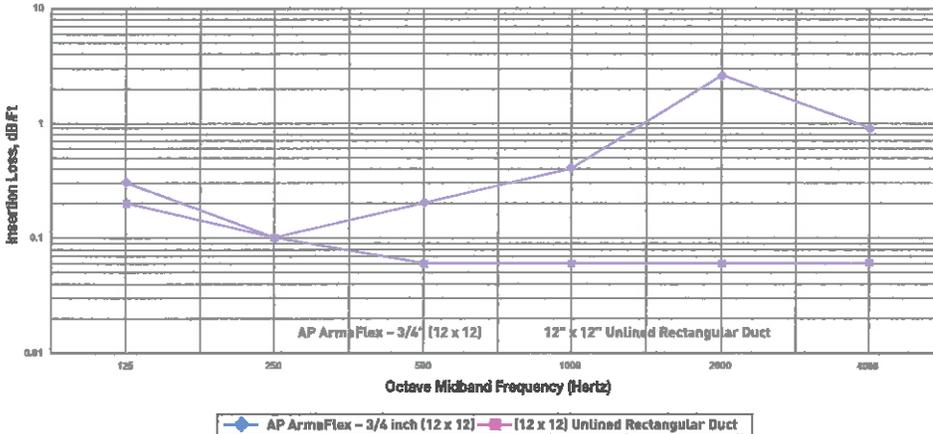
Sizes	
Sheet: Width x Length	36" x 48" [915 m x 1.22 m]
Thickness (nominal)	1/8", 1/4", 3/8", 1/2", 3/4", 1", 1-1/2", 2" & 3" (3, 6, 10, 13, 19, 25, 38 & 50 mm)
Roll: Width	48" wide [1.22 m]
Thickness (nominal) x Length	1/4" x 140' [6 mm x 42.6 m] 3/8" x 100' [10 mm x 30.5 m] 1/2" x 70' [13 mm x 21.4 m] 3/4" x 50' [19 mm x 15.2 m] 1" x 35' [25 mm x 10.7 m] 1-1/2" x 25' [38 mm x 7.6 m] 2" x 18' [50 mm x 5.4 m]

Outdoor Use Painting with WB Finish or other protective jacketing is required to prevent damage to the insulation in exterior applications and to comply with the insulation protection sections of the International Energy Conservation Code (IECC) and ASHRAE 90.1.

Sound Transmission Class (STC)

	Thickness	STC Class
AP Armaflex	Nom. 1/2" [13 mm]	25
AP Armaflex	Nom. 1" [25 mm]	25

Acoustics: Insertion Loss



PROTECTION THAT LIVES ON
MICROBAN

GREENGUARD Certified products are certified to GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit ul.com/gg.

Microban antimicrobial product protection is limited to the product itself and is not designed to protect the users of these products from disease causing microorganisms, or as a substitute for normal cleaning and hygiene practices. Microban International, Ltd. makes neither direct nor implied health claims for the products containing Microban® antimicrobial product protection. Data, photomicrographs and information presented are based on standard laboratory tests and are provided for comparative purposes to substantiate antimicrobial activity for non-public health uses. Microban is a registered trademark of Microban International, Ltd.

All data and technical information are based on results achieved under the specific conditions defined according to the testing standards referenced. Despite taking every precaution to ensure that said data and technical information are up to date, Armacell does not make any representation or warranty, express or implied, as to the accuracy, content or completeness of said data and technical information. Armacell also does not assume any liability towards any person resulting from the use of said data or technical information. Armacell reserves the right to revoke, modify or amend this document at any moment. It is the customer's responsibility to verify if the product is suitable for the intended application. The responsibility for professional and correct installation and compliance with relevant building regulations lies with the customer. This document does not constitute nor is part of a legal offer or call to contract.

At Armacell, your trust means everything to us, so we want to let you know your rights and make it easier for you to understand what information we collect and why we collect it. If you would like to find out about our processing of your data, please visit our [Data Protection Policy](#).

© Armacell, 2020. AP ArmaFlex is a trademark of the Armacell Group.
AP ArmaFlex SA and AP ArmaFlex FS SA | Self-Adhering Shave and Roll Insulation T22 F1 T2020 | NA | EN-A (073)

ABOUT ARMACELL

As the inventors of flexible foam for equipment insulation and a leading provider of engineered foams, Armacell develops innovative and safe thermal, acoustic and mechanical solutions that create sustainable value for its customers. Armacell's products significantly contribute to global energy efficiency making a difference around the world every day. With 3,135 employees and 24 production plants in 16 countries, the company operates two main businesses, Advanced Insulation and Engineered Foams. Armacell focuses on insulation materials for technical equipment, high-performance foams for high-tech and lightweight applications and next generation aerogel blanket technology.

For more information, please visit:

[armacell.us](https://www.armacell.us)

Item 12. 5638

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ArmaFlex[®]

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BRENNAN COMPANIES

Building Together

DATE: February 17, 2021
TO: Andy Engan; Engan Architects
CC: Nathan Hrdlichka; Brennan Construction
FROM: John van Dyck; Brennan Construction
RE: Marshall Municipal CR 28 Revised; Delete ceiling painting in LL Mechanical Room

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Colorful Concepts	Painting credit	\$ -	\$ -	\$ (1,668.00)
			Subs Subtotal:	\$ (1,668.00)
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ (16.68)
			GC Subtotal:	\$ (16.68)

10% OH&P on subs	\$ (166.80)
10% OH&P on GC	\$ (1.67)
TOTAL:	\$ (1,853.00)

Approved: 



Change Order

Owner Info

Brennan Construction
 124 E Walnut St, STE 240
 Mankato, MN 56001
 Phone: 5073813525

Job Info

344 West Main Street
 Marshall, MN 56258

Change Order ID

19-01-136-0002

Marshall Municipal Building

CO ID	Created / Approved Date	Price
19-01-136-0002	Created: Jan 21, 2021 Pending...	-\$1,668.00

Description

Mechanical Room Ceiling
 Change Order Deduct for not painting the ceiling in the basement mechanical room

Status

Approved by: _____

Signature

Date

___/___/___

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:

-\$1,668.00



BRENNAN COMPANIES

Building Together

DATE: February 17, 2021
TO: Andy Engan; Engan Architects
CC: Nathan Hrdlichka; Brennan Construction
FROM: John van Dyck; Brennan Construction
RE: Marshall Municipal CR 29 Revised; Delete Base in LL per RFI 44

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
MCI	Remove Base	\$ -	\$ -	\$ (498.00)
			Subs Subtotal:	\$ (498.00)
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ (4.98)
			GC Subtotal:	\$ (4.98)

10% OH&P on subs	\$ (49.80)
10% OH&P on GC	\$ (0.50)
TOTAL:	\$ (553.00)

Approved: _____


MCI CARPET ONE FLOOR AND HOME
224 St Andrews Drive
Mankato MN 56001
507-625-3472

Page 1

ACKNOWLEDGMENT

CG100600

Sold To	Ship To
BRENNAN CONSTRUCTION 124 E WALNUT STREET SUITE 240 MANKATO, MN 56001	MARSHALL MUNICIPAL BUILDING MARSHALL, MN 56258

Order Date	Tele #1	PO Number	Order Number
01/29/21	507-625-5417		CG100600

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
COVE BASE	4" COVE BASE WITH TOE	40 - BLACK	-240.00 SF	1.00	-240.00
440 COVE	COVE BASE ADHESIVE	COVE BASE ADHESIVE	-3.00 EA	6.00	-18.00
BASE ADH					
LABOR	INSTALL VINYL BASE		-240.00 LF	1.00	-240.00

— 01/29/21 —

3:19PM —

Sales Representative(s):
ANTHONY ZILLER

Material:	-258.00
Service:	-240.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00

Payment terms: Terms of sale are Payment in full at time of purchase using cash, check, credit card or A \$40.00 fee will be assessed for returned checks. Any collection fees or attorney fees incurred by MCI will be the responsibility of the buyer. A monthly service charge will added at the rate of 1.5% per month (18% per annum).
 By signing this document, customer acknowledges receipt of the above information and understands payment terms.

INVOICE TOTAL:	\$-498.00
Less Payment(s):	0.00
BALANCE DUE:	\$-498.00

 Signature Date



BRENNAN COMPANIES

Building Together

DATE: March 1, 2021
TO: Andy Engan; Engan Architects
CC: Nathan Hrdlichka; Brennan
FROM: John van Dyck; Brennan

RE: PR 06; Additional Lighting in Stairwells. ASI 7; Flag Pole Lighting

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Red River Electric	Electrical changes per PR06			\$ 913.00
Red River Electric	Alternate fixture for PR06			\$ (91.00)
Red River Electric	Electrical changes ASI7			\$ (232.00)
			Subs Subtotal:	\$ 590.00
Brennan Companies:				
Brennan Companies	Bond Change			\$ 6.49
			GC Subtotal:	\$ 6.49

Notes:

10% OH&P on subs	\$ 59.00
10% OH&P on GC	\$ 0.65
TOTAL:	\$ 656.00

Approved: 

PROPOSED CHANGE ORDER



CCN # E12
 Date: 1/15/2021
 Project Name: MARSHALL MUNICIPAL CENTER
 Page Number: 1

"A Tradition of Quality"

Client Address:

Brennan Construction of MN, Inc
 Contact: John van Dyck
 125 E Walnut St
 Suite 240
 Mankato, MN 56001

3345 43rd St S
 Moorhead, MN 56560
 Telephone: 218 236 0502
 Fax: 218 233 3483
 Contact: Lee Hiller
 E-mail: leeh@redriverelectric.com

Work Description

As per PR #06:

- 1) Provide nightlight type H2 lighting fixture at stairwell from lobby to basement. Add to circuit 11/LP10 and surface mount to ceiling of stairwell.
- 2) Provide type H2 lighting fixture at bottom landing of room 123. Surface mount to ceiling and add to circuit 3/LP10.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only to the price change in the extra work and we reserve the right to claim for impact and consequential costs and for changes in time to the job schedule.

This price is good for acceptance within 10 days from the date of receipt.

Acceptance of the quote will add ___ day(s) to the project schedule.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
H2	2	0.00 E	0.00	0.81 E	1.62
1/2" CONDUIT - EMT	40	57.46 C	22.98	2.50 C	1.00
1/2" CONN SS STL - EMT	4	78.52 C	3.14	10.00 C	0.40
1/2" COUPLING SS STL - EMT	4	20.70 C	0.83	0.00 C	0.00
1/2" 1-H STRAP - EMT - STEEL	6	12.43 C	0.75	6.13 C	0.37
#12 THHN BLACK	88	142.44 M	12.53	3.75 M	0.33
#12 THHN SOLID GREEN	44	142.44 M	6.27	6.75 M	0.30
WIRE NUT RED 512	6	5.82 C	0.35	28.00 M	0.17
4x 1 1/2" SQ BOX TKO RACO 189	2	90.37 C	1.81	28.75 C	0.57
4" SQ BLANK COVER	2	40.39 C	0.81	3.13 C	0.06
GROUNDING SCREW	2	6.23 C	0.12	2.50 C	0.05
#10x 1 P/H SELF-TAP SCREW	10	9.36 C	0.94	3.75 C	0.38
Totals	210		50.53		5.25

Summary

General Materials
 LIGHTING FIXTURES

Alternate Fixtures(product Data Attached) - \$140

50.53
~~225.00~~

PROPOSED CHANGE ORDER

Date: 1/15/2021
 Project Name: MARSHALL MUNICIPAL CENTER
 Page Number: 2

Summary (Cont'd)

Material Tax	(@ 7.500 %)	20.66
		\$14.29
Material Total		296.19
JOURNEYMAN	(5.25 Hrs @ \$74.00)	388.50
TRAVEL MILEAGE (Pro rated per week)	(5.25 @ 0.00 @ \$2.79 + 0.000 % + 0.000 % + 0.000 %)	14.65
TRAVEL TIME (Pro rated per week)	(5.25 @ 0.00 @ \$8.50 + 0.000 % + 0.000 % + 0.000 %)	44.63
ROOM & BOARD (Pro rated per week)	(5.25 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)	26.25
PER DIEM	(5.25 @ 0.00 @ \$4.00 + 0.000 % + 0.000 % + 0.000 %)	21.00
Subtotal		791.22
Overhead	(@ 10.000 %)	79.12
Markup	(@ 5.000 %)	43.52
Subtotal		913.86
Adjustment #1	(@ -0.094 %)	-0.86
Final Amount		\$913.00

CONTRACTOR CERTIFICATION

Name: LEE HWA
 Date: 1/15/2021
 Signature: 
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: E12 _____
 Final Amount: \$913.00 _____
 Name: _____
 Date: _____
 Signature: _____
 Change Order #: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

FEATURES & SPECIFICATIONS

INTENDED USE — Available in several color temperatures, lumen packages and lengths. Ideal for use in commercial, retail, office, warehouse and display applications. **Certain airborne contaminants can diminish integrity of acrylic and/or polycarbonate.** [Click here for Acrylic-Polycarbonate Compatibility table for suitable uses.](#)

Certain airborne contaminants may adversely affect the functioning of LEDs and other electronic components, depending on various factors such as concentrations of the contaminants, ventilation, and temperature at the end-user location. [Click here for a list of substances that may not be suitable for interaction with LEDs and other electronic components.](#)

CONSTRUCTION — Compact-design channel and cover are formed from code compliant, 22 gauge cold-rolled steel.

SENSOR SWITCH JUST ONE TOUCH TECHNOLOGY — Single room control wireless technology available for easy install and commissioning to aid in code compliance. The JOT option enables the fixture with Just One Touch pairing capability. The JOTVIX15 option features a luminaire-embedded occupancy and ambient light sensor allows the luminaire to power off when the space is unoccupied or when enough ambient light is entering the space.

FINISH — High-gloss, baked white enamel (standard).

OPTICS — LEDs provide 80+ color rendering index (CRI) at 3500K, 4000K and 5000K. Diffuse acrylic lens with ultra-sonically welded end caps provides smooth, linear illumination.

ELECTRICAL — Luminaire Surge Protection Level: Designed to withstand up to 2.5kV/0.75kA per ANSI C82.77-5-2015. For applications requiring higher level of protection additional surge protection must be provided.

Driver is standard 0-10V dimming class 2.

INSTALLATION — Fixture may be surface or suspension mounted with appropriate mounting options (see accessories). Easy to install row aligner bracket included for continuous row mounting.

LISTINGS — CSA certified to US and Canadian safety standards and listed suitable for damp locations. Minimum starting temperature of -40°F (-40°C). Maximum ambient operating temperature of 95°F (35°C). See notes for controls temperature restrictions.

DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

WARRANTY — 5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.

Catalog Number
Notes
Type

LED Strip Light

CSS



A+ Capable Luminaire

This item is an A+ capable luminaire, which has been designed and tested to provide consistent color appearance and out-of-the-box control compatibility with simple commissioning.

- All configurations of this luminaire meet the Acuity Brands' specification for chromatic consistency
- This luminaire is part of an A+ Certified solution for nLight® or XPoint™ Wireless control networks marked by a **shaded background***

To learn more about A+, visit www.acuitybrands.com/aplus.

*See ordering tree for details

CSS LED Strip Light



ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative. **Example:** CSS L96 ALO4 MVOLT SWW3 80CRI

Series	Length	Lumen Output	Voltage	Color temperature	Color rendering index	Options
CSS Contractor Single Strip LED	L48 48"	4000LM 4000 Lumens † ALO3 Switchable lumens, 3000LM / 4000LM / 5000LM	MVOLT 120-277V 347 347V †	35K 3500K † 40K 4000K † 50K 5000K † SWW3 Switchable white, 35K / 40K / 50K	80CRI 80 CRI	JOT Enabled Wireless Controls: † JOT Wireless room control with "Just One Touch" pairing JOTVTX15 Wireless occupancy sensor with "Just One Touch" pairing Individual Controls: SFR30CSS Factory installed 360°, large motion, high bay sensor, SFR 30 † SFR7CSS Factory installed 360°, small motion, low bay sensor, SFR 7 † Wire Guard: WG Wire Guard
	L96 96"	8000LM 8000 Lumens † ALO4 Switchable lumens, 6000LM / 8000LM / 10000LM				

NOTE: † indicates option chosen has ordering restrictions. Please reference ordering restrictions chart.

Accessories: Order as separate catalog number.	
HC36 M12	Chain hanger and jack chain, 36" (one pair)
ZACVH	Aircraft cable 10' (one pair)
SQ	5/8" Swivel-stem hanger (specify length in 2" increments up to 48")
rPP20D	nLight® air dimming/switching module
SFR30CSS	Field installed 360°, large motion, high bay sensor, SFR 30 †
SFR7CSS	Field installed 360°, small motion, low bay sensor, SFR 7 †
Y J10	Y hanger in multiples of 10 (five pair)
WGCSS	Wire Guard with Mounting hardware (one 4ft)
MNLK JBOXCVR M12	Junction box cover and hardware, white

† Option Value Ordering Restrictions	
Option value	Restriction
35K, 40K, 50K	Not available with ALO lumen packages.
4000LM, 8000LM	Not available with SWW3.
JOT Enabled Controls	Not available with ALO3, ALO4, 347V or SWW3. Not intended for continuous row mount applications. Minimum starting temp of 14°F (-10°C). Maximum operating temp of L48 at 95°F (35°C) & L96 at 86°F (30°C).
SFR Sensors	Not available with 347V. Can only be mounted at the end of continuous row mount applications. On/off function only. Minimum starting temp of 14°F (-10°C).
Wire Guard	Does not cover Controls.

OPERATIONAL DATA

Length	Nominal Lumen Package	Color Temperature	Delivered Lumens	Wattage	Lumens/Watt
L48	4000 LM	4000K	4,298	35.3	121.8
		3500K	3,190	27.7	115.4
		5000K	3,250	27.7	117.5
	AL03 (3000 LM)	4000K	3,247	27.7	117.4
		5000K	3,250	27.7	117.5
		3500K	4,135	35.8	115.4
	AL03 (4000 LM)	4000K	4,206	35.8	117.3
		5000K	4,268	35.8	119
		3500K	5,058	43.9	115.1
	AL03 (5000 LM)	4000K	5,150	43.9	117.2
		5000K	5,274	43.9	120.1
		3500K	8,596	72	119.3
L96	8000 LM	4000K	8,596	72	119.3
		3500K	6,380	55.3	115.4
		5000K	6,501	55.3	117.5
	AL04 (6000 LM)	4000K	6,495	55.3	117.4
		5000K	6,501	55.3	117.5
		3500K	8,271	71.7	115.4
	AL04 (8000 LM)	4000K	8,413	71.7	117.3
		5000K	8,535	71.7	119
		3500K	10,115	87.9	115.1
	AL04 (10000 LM)	4000K	10,300	87.9	117.2
		5000K	10,549	87.9	120.1
		3500K	10,115	87.9	115.1

PROJECTED LUMEN MAINTENANCE			
Lumen Maintenance Factor	0.91	0.81	0.75
Operating Hours	40,000	90,000	120,000

*Actual performance may vary based on ambient temperature of installed location.

*All values are typical and are at 25C. Actual performance may vary and is dependent on operating environment.

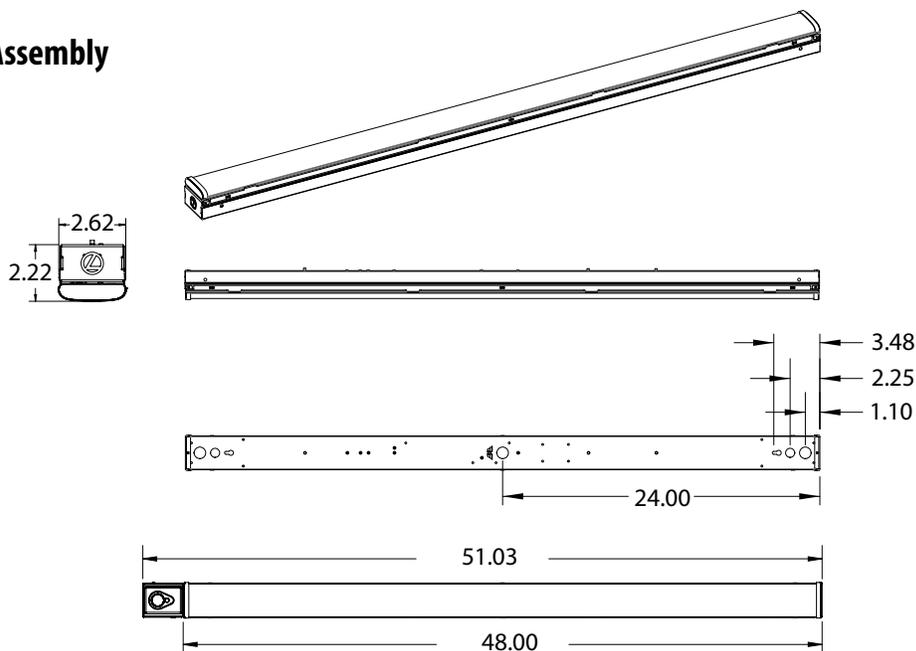
DIMENSIONS

All dimensions are shown in inches unless otherwise noted.

Length	Width	Height	Approximate weight	Fixtures per pallet	Pallet Dimensions
L48	2.62	2.22	5 lbs	98	46 x 57
L96	2.62	2.22	10 lbs	102	46 x 98.5

*Weights will vary slightly with added options.

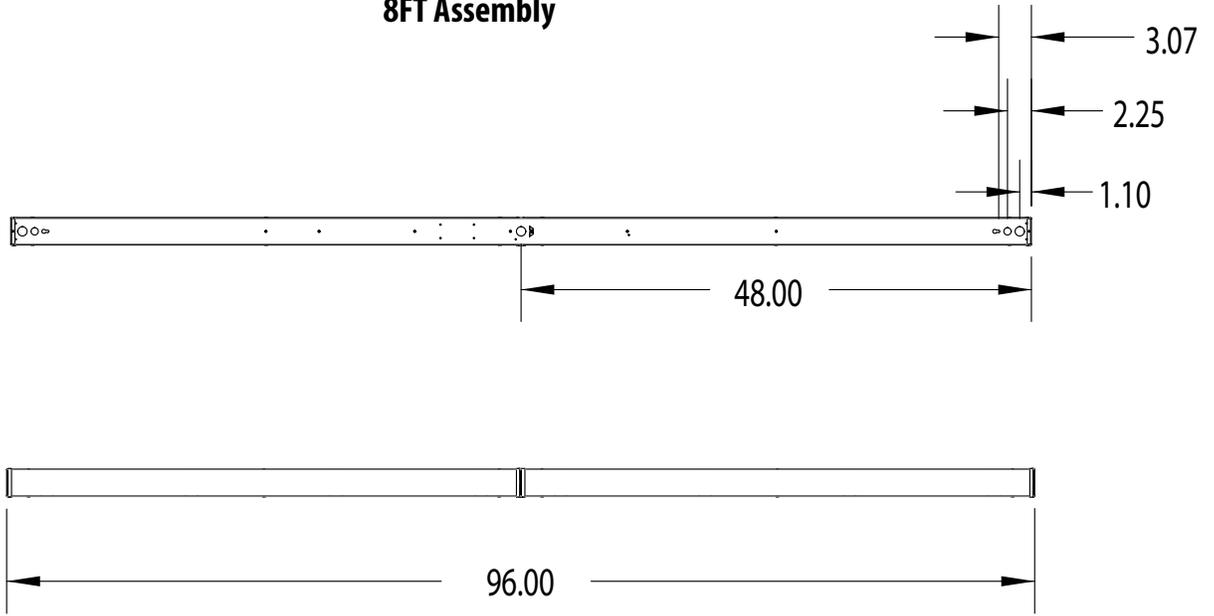
4FT Assembly



DIMENSIONS

All dimensions are shown in inches (centimeters) unless otherwise noted.

8FT Assembly



INDIVIDUAL CONTROLS COVERAGE PATTERNS

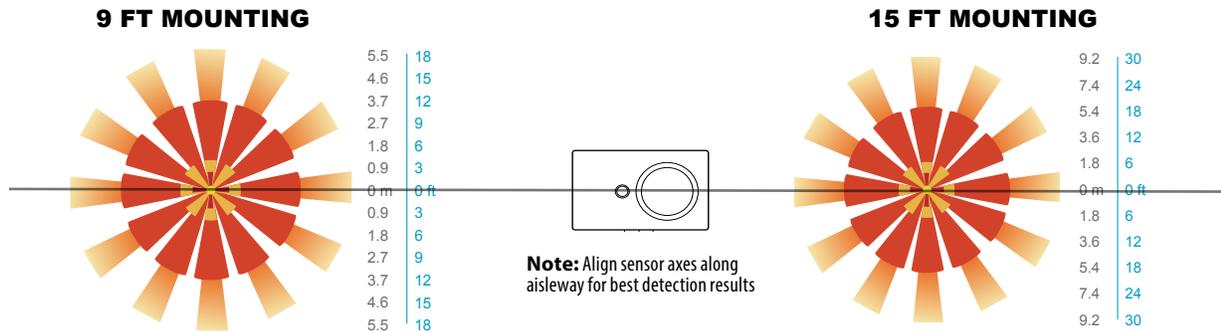
SFR 30 UNIVERSAL 360° LENS

- Provides excellent detection of large motion (e.g. walking) when mounted between 15 to 40 ft (4.57 to 12.19 m)
- 15 to 20 ft (4.57 to 6.10 m) radial coverage overlaps area lit by a typical high bay fixture
- Recommended for fixtures that have a 1:1 spacing to mounting height ratio or less (e.g. fixtures 30' on center or less @ a 30' mounting height).



SFR 7 MINI LOW BAY 360° LENS

- Recommended for walking motion detection from mounting heights between 8 ft (2.44 m) and 20 ft (6.10 m)
- Initial detection of walking motion along sensor axes at distances of 2x the mounting height up to 15 ft (4.57 m) and 1.75x up to 20 ft (6.10 m).
- Provides 12 ft (3.66 m) radial detection of small motion when mounted at 9 ft (2.74 m)
- Initial detection will occur earlier when walking across sensor's field of view than when walking directly at sensor

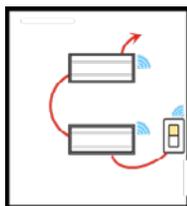


MAXIMUM # OF FIXTURES PER SFR SENSOR

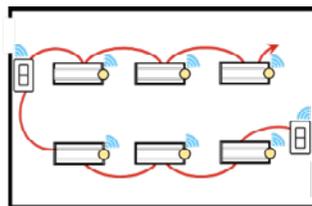
Nomenclature	Maximum # of Fixtures per SFR SENSOR
CSS L48 4000LM MVOLT	20
CSS L48 AL03 MVOLT	16
CSS L96 8000LM MVOLT	10
CSS L96 AL04 MVOLT	8

JOT ENABLED WIRELESS CONTROLS

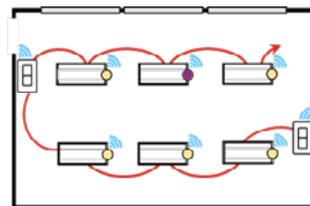
TYPICAL SMALL ROOM APPLICATION (UP TO 250 SQ. FT.)



One Entryway
1x WSXA JOT
2x JOT Enabled Fixture



Two Entryways
2x SPODMRA JOT
6x JOT Enabled Fixture with Occupancy Sensor



Two Entryways with Daylight Harvesting
2x SPODMRA JOT
1x JOT Enabled Fixture with Photocell and Occupancy Sensor
5x JOT Enabled Fixture with Occupancy Sensor

JOT ENABLED PRODUCT PORTFOLIO

CONTROLS

 Sensor Switch WSXA JOT Wall Switch Sensor with Dimming	 Sensor Switch SPODMRA JOT Wall Switch with Dimming	 Sensor Switch CMSB JOT Ceiling Mount Sensor, Battery-Powered	 Sensor Switch VERTEX JOT Embedded Occupancy and Daylight Harvesting Sensor
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PHOTOMETRICS

Please see www.lithonia.com.

PROPOSED CHANGE ORDER



"A Tradition of Quality"

CCN # E15
 Date: 2/10/2021
 Project Name: MARSHALL MUNICIPAL CENTER
 Page Number: 1

Client Address:

Brennan Construction of MN, Inc
 Contact: John van Dyck
 125 E Walnut St
 Suite 240
 Mankato, MN 56001

3345 43rd St S
 Moorhead, MN 56560
 Telephone: 218 236 0502
 Fax: 218 233 3483
 Contact: Lee Hiller
 E-mail: leeh@redriverelectric.com

Work Description

Sheet E202

1) Delete (1) Type J fixture. Provide credit for rough-in conduit and wire. Turn fixture over to Owner.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only to the price change in the extra work and we reserve the right to claim for impact and consequential costs and for changes in time to the job schedule.

This price is good for acceptance within 10 days from the date of receipt.

Acceptance of the quote will add ___ day(s) to the project schedule.

Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	Labor U	Total Hrs.
J	-1	0.00 E	-0.00	1.25 E	-1.25
#12/2C CABLE MC - STL ARMOR	-12	524.81 M	-6.30	21.75 M	-0.26
3/8" CONN MC SNAP-IN	-2	111.62 C	-2.23	7.00 C	-0.14
WIRE NUT RED 512	-3	25.54 C	-0.77	28.00 M	-0.08
4x 1 1/2" SQ BOX TKO BRKT RACO 196	-1	171.00 C	-1.71	28.75 C	-0.29
4" SQ RND PLSTR RING 3/4" RISE	-1	107.66 C	-1.08	3.13 C	-0.03
GROUNDING SCREW	-1	6.23 C	-0.06	2.50 C	-0.03
FIXTURE SLIP FIT ASSEMBLY	-1	0.00 E	-0.00	0.25 E	-0.25
Totals	-22		-12.15		-2.33

Summary

General Materials		-12.15
Material Tax (@ 7.500 %)		-0.91
Material Total		-13.06
JOURNEYMAN (-2.33 Hrs @ \$74.00)		-172.42
TRAVEL MILEAGE (Pro rated per week) (-2.33 @ 0.00 @ \$2.79 + 0.000 % + 0.000 % + 0.000 %)		-6.50
TRAVEL TIME (Pro ratd per week) (-2.33 @ 0.00 @ \$8.50 + 0.000 % + 0.000 % + 0.000 %)		-19.81
ROOM & BOARD (Pro rated per week) (-2.33 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)		-11.65
PER DIEM (-2.33 @ 0.00 @ \$4.00 + 0.000 % + 0.000 % + 0.000 %)		-9.32

Subtotal

-232.76

Item 12.

ORIGINAL

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PROPOSED CHANGE ORDER

Date: 2/10/2021
Project Name: MARSHALL MUNICIPAL CENTER
Page Number: 2

Summary (Cont'd)

Adjustment #1	(@ -0.327 %)	0.76
Final Amount		\$-232.00

CONTRACTOR CERTIFICATION

Name:	_____
Date:	2/10/21
Signature:	

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: E15	_____
Final Amount: \$-232.00	_____
Name:	_____
Date:	_____
Signature:	_____
Change Order #:	_____

I hereby accept this quotation and authorize the contractor to complete the above described work.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 23, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 03/12/2021 - 03/23/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
0527	3D SPECIALTIES, INC.	03/19/2021	EFT	0.00	398.60	6337
4549	A & B BUSINESS, INC	03/12/2021	EFT	0.00	1,989.89	6290
5813	ACE HOME & HARDWARE	03/12/2021	Regular	0.00	103.94	118513
5813	ACE HOME & HARDWARE	03/19/2021	Regular	0.00	111.22	118569
6128	ACTION CO LLC	03/12/2021	EFT	0.00	749.00	6291
5119	ALL FLAGS,LLC	03/12/2021	Regular	0.00	947.83	118514
0578	AMAZON CAPITAL SERVICES	03/12/2021	EFT	0.00	38.57	6292
0578	AMAZON CAPITAL SERVICES	03/19/2021	EFT	0.00	339.44	6338
3761	AMERICAN BOTTLING CO.	03/19/2021	Regular	0.00	104.88	118570
0535	A-OX WELDING SUPPLY COMPANY INC	03/19/2021	Regular	0.00	185.95	118571
0658	AP DESIGN	03/12/2021	EFT	0.00	650.00	6293
6721	AQUARIUS WATER CONDITIONING	03/12/2021	Regular	0.00	25.78	118515
6721	AQUARIUS WATER CONDITIONING	03/19/2021	Regular	0.00	44.00	118572
0630	ARCTIC GLACIER	03/12/2021	Regular	0.00	102.86	118516
0630	ARCTIC GLACIER	03/19/2021	Regular	0.00	125.41	118573
0629	ARNOLD MOTOR SUPPLY	03/12/2021	Regular	0.00	31.83	118517
5447	ARTISAN BEER COMPANY	03/12/2021	Regular	0.00	2,747.45	118518
5447	ARTISAN BEER COMPANY	03/19/2021	Regular	0.00	359.80	118574
0656	AVERA MARSHALL REGIONAL MED CTR	03/19/2021	Regular	0.00	230.00	118575
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	03/12/2021	EFT	0.00	6,549.38	6294
0688	BELLBOY CORPORATION	03/19/2021	EFT	0.00	5,265.40	6339
0689	BEND RITE FABRICATION INC	03/12/2021	Regular	0.00	3,435.98	118519
0689	BEND RITE FABRICATION INC	03/19/2021	Regular	0.00	49.68	118576
0699	BEVERAGE WHOLESALERS	03/12/2021	Regular	0.00	18,699.84	118520
0699	BEVERAGE WHOLESALERS	03/19/2021	Regular	0.00	21,997.22	118577
0707	BISBEE PLUMBING AND HEATING INC	03/12/2021	Regular	0.00	135.00	118521
6163	BLUE LINE SHARPENING & SALES	03/12/2021	EFT	0.00	627.36	6295
0724	BOLTON & MENK INC	03/12/2021	EFT	0.00	28,208.50	6296
0726	BORCHS SPORTING GOODS	03/12/2021	EFT	0.00	540.00	6297
0726	BORCHS SPORTING GOODS	03/19/2021	EFT	0.00	27.96	6340
0018	BORDER STATES ELECTRIC SUPPLY	03/12/2021	EFT	0.00	72.01	6298
4457	BREAKTHRU BEVERAGE	03/12/2021	Regular	0.00	6,434.82	118522
4457	BREAKTHRU BEVERAGE	03/19/2021	Regular	0.00	5,656.31	118578
6468	BRENNAN CONSTRUCTION OF MN, INC	03/12/2021	Regular	0.00	537,013.50	118523
3568	BRUNSVOLD, QUENTIN	03/12/2021	EFT	0.00	80.05	6299
2431	BUELTEL-MOSENS LAND SURVEYING, INC	03/12/2021	EFT	0.00	175.00	6300
6744	C&L DISTRIBUTING	03/12/2021	Regular	0.00	546.00	118524
0815	CATTOOR OIL COMPANY INC	03/12/2021	EFT	0.00	8.62	6301
0815	CATTOOR OIL COMPANY INC	03/19/2021	EFT	0.00	64.39	6341
6679	CENTRAL LAKES COLLEGE	03/12/2021	Regular	0.00	948.80	118525
0836	CHARTER COMMUNICATIONS	03/19/2021	EFT	0.00	114.47	6342
6745	CHEROKEE PARK UNITED CHURCH, EIN 41-070574	03/12/2021	Regular	0.00	50.00	118526
6692	CHRISTENSEN BROADCASTING LLC	03/12/2021	EFT	0.00	390.00	6302
5313	CIVIL AIR PATROL MAGAZINE	03/19/2021	Regular	0.00	245.00	118579
0865	COLEMAN ELECTRIC COMPANY	03/19/2021	Regular	0.00	80.00	118580
0875	COMPUTER MAN INC	03/12/2021	EFT	0.00	2,257.00	6303
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	03/12/2021	Regular	0.00	14.00	118527
3819	DACOTA PAPER CO	03/12/2021	Regular	0.00	430.03	118528
5731	DOLL DISTRIBUTING	03/12/2021	EFT	0.00	19,701.59	6304
5731	DOLL DISTRIBUTING	03/19/2021	EFT	0.00	7,348.60	6343
1090	FASTENAL COMPANY	03/12/2021	EFT	0.00	873.22	6305
1158	GALLS INC	03/12/2021	EFT	0.00	542.77	6306
4163	GAMETIME	03/12/2021	Regular	0.00	88.00	118529
1243	HARDWARE HANK	03/12/2021	EFT	0.00	82.98	6307

Council Check Report

Date Range: 03/12/2021 - 03/23/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1243	HARDWARE HANK	03/12/2021	EFT	0.00	78.89	6308
1247	HARTS HEATING & REFRIGERATION INC	03/12/2021	Regular	0.00	595.02	118530
1256	HAWKINS INC	03/12/2021	Regular	0.00	5,802.33	118531
1267	HEIMAN INC.	03/12/2021	EFT	0.00	3,476.00	6309
1271	HENLE PRINTING COMPANY	03/12/2021	EFT	0.00	1,983.23	6310
6743	HERZOG ROOFING INC	03/12/2021	Regular	0.00	33,250.00	118532
1311	HYVEE FOOD STORES INC	03/12/2021	Regular	0.00	85.94	118533
1325	ICMA RETIREMENT TRUST #300877	03/19/2021	Regular	0.00	50.00	118581
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/12/2021	Regular	0.00	14,139.33	118534
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/19/2021	Regular	0.00	14,310.85	118582
1417	KENNEDY & GRAVEN, CHARTERED	03/12/2021	EFT	0.00	780.00	6311
5095	KIBBLE EQUIPMENT	03/12/2021	EFT	0.00	1,688.72	6312
5095	KIBBLE EQUIPMENT	03/19/2021	EFT	0.00	20,900.00	6344
3653	LANGUAGE LINE SERVICES	03/12/2021	EFT	0.00	154.42	6313
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	03/12/2021	Regular	0.00	61,044.13	118537
1481	LEAGUE OF MINNESOTA CITIES	03/12/2021	Regular	0.00	70.15	118536
6746	LINDSLEY, LACEY	03/19/2021	Regular	0.00	55.00	118584
1507	LOCHER BROTHERS INC	03/19/2021	EFT	0.00	2,067.00	6345
1508	LOCKWOOD MOTORS INC.	03/19/2021	Regular	0.00	977.08	118585
1545	LYON COUNTY HIGHWAY DEPARTMENT	03/12/2021	EFT	0.00	8,849.04	6314
1548	LYON COUNTY LANDFILL	03/19/2021	Regular	0.00	167.00	118586
1552	LYON COUNTY RECORDER	03/12/2021	EFT	0.00	60.00	6315
1552	LYON COUNTY RECORDER	03/19/2021	EFT	0.00	184.00	6346
1553	LYON COUNTY SHERIFF'S DEPT.	03/19/2021	Regular	0.00	5.00	118587
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	03/12/2021	Regular	0.00	40.00	118542
1565	MACQUEEN EQUIPMENT INC.	03/12/2021	EFT	0.00	241.33	6316
1565	MACQUEEN EQUIPMENT INC.	03/19/2021	EFT	0.00	216.77	6347
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/12/2021	EFT	0.00	8,583.12	6317
1623	MARSHALL INDEPENDENT, INC	03/19/2021	Regular	0.00	2,439.01	118588
1631	MARSHALL MACHINE SHOP INC	03/19/2021	EFT	0.00	424.19	6348
1633	MARSHALL MUNICIPAL UTILITIES	03/12/2021	EFT	0.00	77,423.21	6318
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/12/2021	EFT	0.00	88.82	6321
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/19/2021	EFT	0.00	25.24	6349
3545	MARSHALL RADIO	03/19/2021	EFT	0.00	825.00	6350
1649	MARSHALL TRUCK SALVAGE INC.	03/12/2021	Regular	0.00	15.00	118543
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOC	03/19/2021	Regular	0.00	2,000.00	118590
5139	MATHESON TRI-GAS INC	03/12/2021	Regular	0.00	203.17	118544
6747	MATRESS BARN	03/19/2021	Regular	0.00	205.00	118591
5924	MAXWELL FOOD EQUIPMENT	03/12/2021	Regular	0.00	32.18	118545
6586	MCDYER TOOLS	03/12/2021	Regular	0.00	24.40	118546
4980	MENARDS INC	03/12/2021	Regular	0.00	295.28	118547
4980	MENARDS INC	03/19/2021	Regular	0.00	107.77	118592
1711	MID-AMERICAN RESEARCH CHEMICAL	03/19/2021	Regular	0.00	369.11	118593
5479	MINNESOTA PUMP WORKS	03/12/2021	Regular	0.00	460.00	118548
1757	MN CHILD SUPPORT PAYMENT CENTER	03/19/2021	Bank Draft	0.00	356.25	DFT0000728
1757	MN CHILD SUPPORT PAYMENT CENTER	03/19/2021	Bank Draft	0.00	276.88	DFT0000729
1774	MN DEPT OF LABOR AND INDUST	03/12/2021	Regular	0.00	90.00	118549
1774	MN DEPT OF LABOR AND INDUST	03/19/2021	Regular	0.00	242.00	118594
1797	MN FIRE SERVICE CERTIFICATION BRD	03/12/2021	Regular	0.00	870.00	118550
1864	MONTES ELECTRIC INC	03/12/2021	Regular	0.00	172.09	118551
1877	MOTION INDUSTRIES INC	03/12/2021	Regular	0.00	57.93	118552
1877	MOTION INDUSTRIES INC	03/19/2021	Regular	0.00	51.03	118595
1945	NORMS GTC	03/12/2021	Regular	0.00	110.63	118553
1945	NORMS GTC	03/19/2021	Regular	0.00	116.05	118596
1986	NORTH CENTRAL INTERNATIONAL, INC	03/12/2021	EFT	0.00	1,548.73	6322
6463	OFFICE OF MNIT SERVICES	03/19/2021	Regular	0.00	640.87	118597
5891	ONE OFFICE SOLUTION	03/12/2021	EFT	0.00	69.99	6323
5891	ONE OFFICE SOLUTION	03/19/2021	EFT	0.00	62.50	6351
2019	PAUSTIS WINE COMPANY	03/12/2021	Regular	0.00	3,555.50	118554
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	03/12/2021	EFT	0.00	11.85	6324
5295	PERMITWORKS	03/12/2021	Regular	0.00	1,495.00	118555

Council Check Report

Date Range: 03/12/2021 - 03/23/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2036	PHILLIPS WINE AND SPIRITS INC	03/12/2021	Regular	0.00	7,100.94	118556
2036	PHILLIPS WINE AND SPIRITS INC	03/19/2021	Regular	0.00	7,096.95	118598
5965	R&R SPECIALTIES OF WISCONSIN INC	03/19/2021	EFT	0.00	456.65	6352
6365	RJM DISTRIBUTING, INC	03/12/2021	Regular	0.00	433.12	118558
2186	ROGGE EXCAVATING	03/19/2021	Regular	0.00	2,007.50	118600
2201	RUNNINGS SUPPLY INC	03/12/2021	EFT	0.00	133.78	6325
2201	RUNNINGS SUPPLY INC	03/19/2021	EFT	0.00	620.73	6353
5556	SANDGREN, KAYLYNN	03/19/2021	Regular	0.00	30.00	118601
6748	SANFORD HEALTH NETWORK	03/19/2021	Regular	0.00	1,040.00	118602
2288	SMI & HYDRAULICS, INC.	03/19/2021	EFT	0.00	145.54	6354
3495	SMSU	03/12/2021	EFT	0.00	87.08	6326
4855	SOUTHERN GLAZER'S OF MN	03/12/2021	EFT	0.00	7,908.53	6327
4855	SOUTHERN GLAZER'S OF MN	03/19/2021	EFT	0.00	8,308.40	6355
2318	SOUTHWEST SANITATION INC.	03/12/2021	EFT	0.00	2,127.06	6328
6315	STEVE'S CURLING SUPPLIES	03/12/2021	Regular	0.00	164.75	118559
2395	SWEDE'S SERVICE CENTER	03/12/2021	Regular	0.00	82.74	118560
6277	TALKING WATERS BREWING CO, LLC	03/12/2021	EFT	0.00	540.00	6329
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	03/19/2021	Regular	0.00	510.00	118603
6709	THERMO KING OF SIOUX FALLS INC	03/12/2021	Regular	0.00	124.81	118561
2428	TITAN MACHINERY	03/12/2021	EFT	0.00	773.40	6330
2428	TITAN MACHINERY	03/19/2021	EFT	0.00	796.89	6356
2434	TONI'S DEPOT, LLC	03/19/2021	Regular	0.00	100.00	118604
6156	TRUE BRANDS	03/12/2021	EFT	0.00	66.30	6331
3875	TYLER TECHNOLOGIES	03/12/2021	Regular	0.00	390.00	118562
3875	TYLER TECHNOLOGIES	03/19/2021	Regular	0.00	1,105.00	118605
5106	ULINE	03/19/2021	EFT	0.00	854.06	6357
2499	US BANK	03/12/2021	Regular	0.00	500.00	118563
2511	USA BLUE BOOK	03/12/2021	EFT	0.00	1,500.81	6332
5733	VAST BROADBAND	03/12/2021	Regular	0.00	213.85	118564
5733	VAST BROADBAND	03/19/2021	Regular	0.00	2,933.92	118606
4489	VERIZON WIRELESS	03/12/2021	EFT	0.00	35.01	6333
4489	VERIZON WIRELESS	03/19/2021	EFT	0.00	49.06	6358
2538	VIKING COCA COLA BOTTLING COMPANY	03/12/2021	EFT	0.00	200.45	6334
2538	VIKING COCA COLA BOTTLING COMPANY	03/19/2021	EFT	0.00	251.50	6359
4118	WALMART BUSINESS	03/12/2021	Regular	0.00	584.01	118565
5961	WAYNE'S TRACTOR REPAIR	03/12/2021	Regular	0.00	370.23	118567
5288	WEST CENTRAL COMMUNICATIONS, INC	03/12/2021	EFT	0.00	4,103.00	6335
2605	WINE MERCHANTS	03/12/2021	Regular	0.00	7,418.92	118568
6082	ZEUG, THOMAS	03/19/2021	EFT	0.00	115.00	6360
2632	ZIEGLER INC	03/12/2021	EFT	0.00	72.00	6336
2632	ZIEGLER INC	03/19/2021	EFT	0.00	27.60	6361

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	174	84	0.00	777,295.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	633.13
EFT's	133	70	0.00	236,009.70
	309	156	0.00	1,013,938.55

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	174	84	0.00	777,295.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	633.13
EFT's	133	70	0.00	236,009.70
	309	156	0.00	1,013,938.55

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2021	1,013,938.55
			1,013,938.55

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS

3/23/2021

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
602-49500-55120		5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	14,074,300.00	4,099,265.87	6,918,924.06	680,559.58		615,723.66	1,759,826.83	87.50%
401-43100-55130		8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	Hisken Construction Inc.	185,250.15	185,250.15		182,655.20			1,860.30	734.65	99.60%
630-49600-55130		9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00	190,000.00	150,483.00					39,517.00	79.20%
494-43300-55120		11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	676,851.00	5,707,051.00		3,039,722.04	1,362,319.89	285,352.55	1,019,656.52	82.13%
476-43300-55170		4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	10,885.14	2,594,640.04		2,528,408.74		25,539.42	40,691.88	98.43%
476-43300-55170		5/28/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55	5,883.75	622,820.30		562,896.42		29,626.13	30,297.75	95.14%
630-49600-55170		6/23/2020	Legion Field Storm Water Improvements-Phase 1	Towme & Country Excavating LLC	277,943.00	(2,967.25)	274,975.75		257,658.64		2,602.61	14,714.50	94.65%
630-49600-55170		9/8/2020	MERIT Center Outfall Project	Towme & Country Excavating LLC	251,297.00		251,297.00					251,297.00	0.00%
479-43300-55170		2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	D & G Excavating Inc.	1,051,247.90		1,051,247.90					1,051,247.90	0.00%
495-43300-55170		2/23/2021	2021 Bituminous Overlay	Duininck, Inc	625,000.00		625,000.00					625,000.00	0.00%
479-43300-55170		2/23/2021	James Ave/Camden Dr Reconstruction	Kkuechle Underground	849,244.50		849,244.50					849,244.50	0.00%
101-43300-53425		3/9/2021	2021 Chip Sealing on Various City Streets	Asphalt Preservation Company Inc.	122,134.12		122,134.12					122,134.12	0.00%
479-45200-55120		3/9/2021	Restroom Facility and Picnic Pavilion - Patriot Park	Bladholm Construction	188,886.00		188,886.00					188,886.00	0.00%
					<u>26,046,394.12</u>	<u>690,452.64</u>	<u>26,736,846.76</u>	<u>4,249,748.87</u>	<u>13,490,265.10</u>	<u>0.00</u>	<u>960,704.67</u>	<u>5,993,248.65</u>	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Independence Park Bike Trail Project - Approve Resolution of Support to Apply for Minnesota DNR Outdoor Recreation Grant
Background Information:	<p>Staff are seeking approval to apply for grant funds through the DNR via the Outdoor Recreation Grant to use towards the replacement of the bike trails at Independence Park.</p> <p>The existing trails were installed in the late 1980's and into the 1990's and are in dire need of replacement. Currently, the Parks Department has approximately \$65,000 in the budget for bike trail maintenance but due to the size of this project using annual maintenance funds for replacement will not be effective and efficient.</p> <p>The Outdoor Recreation Grant provides 50% matching funds up to a maximum amount of \$250,000 for awarded projects. Grants are due by March 31st and will be awarded by mid-summer with a deadline to use the funds of June 2023.</p> <p>The project would consist of removal of existing trail, installation of proper base material, installation of concrete paths, and grading to meet ADA standards.</p>
Fiscal Impact:	Depending on the timing, staff is recommending use of reserves if expended in 2021 and consideration of bonding if expended beyond 2021.
Alternative/Variations:	N/A
Recommendations:	Approve resolution of support to apply for Minnesota DNR Outdoor Recreation Grant

BE IT RESOLVED that the City of Marshall act as legal sponsor for the project contained in the Outdoor Recreation grant application to be submitted on 31/March/2021 and that Preston Stensrud is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Marshall.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and, upon discovery, certifies it will report to the State any actual, potential, or perceived individual or organizational conflicts of interest to the application or grant award.

BE IT FURTHER RESOLVED that the City of Marshall has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Marshall has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Marshall has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Marshall may enter into an agreement with the State for the above-referenced project, and that the City of Marshall certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that MAYOR ROBERT BYRNES is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Marshall on 23/March/2021.

SIGNED:

(Signature)

(Title)

(Date)

WITNESSED:

(Signature)

(Title)

(Date)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of a resolution establishing a Fire escrow account
Background Information:	<p>This resolution will allow the city of Marshall to obtain a portion of the insurance settlements from a fire or explosion and establish an escrow account for these funds in accordance with Mn. Stat. 65A.50 subd. 12 and 14.</p> <p>This item addresses dangerous properties in buildings damaged by fire or explosion only. Bringing this to council for consideration isn't due to any one incident particularly. This protects the city financially in the event a property owner doesn't make the necessary repairs and if the responsibility of this property then falls on the city.</p> <p>Within this packet, there is a memo from the LMCIT that gives guidance about dangerous properties and the only section that applies to this agenda item is #5, <i>Buildings damaged by fire or explosion</i>. Within this memo, it provides the city with the protocols to follow for repairing, securing, or demolishing abandoned, vacant or dangerous buildings that have been damaged by fire or explosion. First, would be to notify the Commissioner of Commerce that we've established the escrow account so they can add the City of Marshall to the list of cities that maintain these escrow accounts and distribute to insurance companies. Once the city has the escrow account set up, it cannot use it unless there is an insured building in the city that has been damaged by fire or explosion. Even then, the account is only used after the statutory process is followed. This account cannot be commingled with city funds, but the account may be interest bearing. Any interest earned on money placed in a trust or escrow account shall be retained by the city to defray expenses incurred.</p> <p>How it works is after a property owner files a claim for a loss on their insured real property due to fire or explosion, the insurer must withhold from payment of the settlement the lesser of 25% of the actual cash value of the insured's real property at the time of the loss or 25% of the final settlement. There are a few instances where this doesn't apply, and it is described on page 7 and 8 of the memo from the LMCIT. If the property owner does not display <i>reasonable proof</i> of repair / demolition within 45 days after the funds were received by the city finance director, the city shall use the funds to secure, repair, or demolish the damaged or destroyed structure and clear the property in question, so that the structure and property are in compliance with local code requirements and applicable ordinances. Any unused portion of the retained funds must be returned to the insured.</p>
Fiscal Impact:	None
Alternative/Variations:	None Recommended
Recommendations:	To approve the resolution establishing a fire escrow account.

RESOLUTION NUMBER 21-026

A RESOLUTION ESTABLISHING A FIRE ESCROW ACCOUNT PURSUANT TO Minn. Stat. § 65A.50

WHEREAS, Minn. Stat. § 65A.50 (“the statute”) authorizes a city to establish a trust or escrow account to receive a portion of insurance settlement proceeds from a claim on real property located in the city that is damaged by fire or explosion.

WHEREAS, the proceeds received by the city are used as security to ensure that the damaged property is repaired, replaced, removed, or demolished and brought into compliance with city code.

WHEREAS, the city finds that damaged structures may violate existing health or safety standards which endanger the public health, safety, and welfare if the damaged structures are not repaired, replaced, or removed.

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

1. That pursuant to Minn. Stat. § 65A.50, the City Council of the city of Marshall do hereby establish an escrow account to receive a portion of insured real property fire or explosion settlement proceeds as prescribed by the statute.
2. That the city of Marshall intends to uniformly apply Minn. Stat. § 65A.50 with respect to all property located within the city.
3. That the city Finance Director be authorized to proceed to establish the escrow account as provided for in the statute.
- 4.
5. That the city Finance Director give the required written notification to the commissioner of Commerce of the city’s intention to apply Minn. Stat. § 65A.50 **Error! Bookmark not defined.** and the establishment of the escrow account.
6. That the city Chief Building Official is authorized to execute affidavits certifying violations of health and safety standards as required by Minn. Stat. § 65A.50, subd. 3.
7. That the city Chief Building Official is authorized to receive reasonable proof that damaged or destroyed portions of an insured structure are repaired, replaced, or removed

or that an insured has entered into a contract for repair, replacement, or removal of the damaged portions as required by Minn. Stat. § 65A.50, subd. 8.

Passed by the City Council of Marshall, Minnesota this 23 day of March, 2021.

Mayor

Attested:

City Clerk

65A.50 TRUST OR ESCROW ACCOUNTS; INSURED REAL PROPERTY FIRE OR EXPLOSION LOSS PROCEEDS.

Subdivision 1. **Definitions.** (a) "Municipality" means statutory or home rule charter city or town.

(b) "Final settlement" means a determination of the amount due and owing to the insured, for a loss to insured real property, by any of the following means:

- (1) acceptance of a proof of loss by the insurer;
- (2) execution of a release by the insured;
- (3) acceptance of an arbitration award by both the insured and the insurer; or
- (4) judgment of a court of competent jurisdiction.

Subd. 2. **Partial withholding from settlement payments; notice.** Except as otherwise provided in this section, with respect to insured real property located in a municipality which has elected to apply this section as provided in subdivision 12, when a claim is filed for a loss to insured real property due to fire or explosion and a final settlement is reached on the loss to the insured real property, an insurer shall withhold from payment 25 percent of the actual cash value of the insured real property at the time of the loss or 25 percent of the final settlement, whichever is less. At the time that 25 percent of the settlement or judgment is withheld, the insurer shall give notice of the withholding to the treasurer of the municipality in which the insured real property is located, to the insured, and to any mortgagee having an existing lien or liens against the insured real property, if the mortgagee is named on the policy. In the case of a judgment, notice shall also be provided to the court in which judgment was entered. The notice shall include all of the following:

- (1) the identity and address of the insurer;
- (2) the name and address of each policyholder, including any mortgagee;
- (3) location of the insured real property;
- (4) the date of loss, policy number, and claim number;
- (5) the amount of money withheld;
- (6) a statement that the municipality may have the withheld amount paid into a trust or escrow account established for the purposes of this section if it shows cause, pursuant to subdivision 3, within 30 days that the money should be withheld to protect the public health and safety, otherwise the withheld amount shall be paid to the insured at the expiration of 30 days; and
- (7) an explanation of the provisions of this section and a verbatim reproduction of subdivision 16.

Subd. 3. **Escrow procedure.** In order for a municipality to escrow the amount withheld by the insurer, and to retain that amount, the following procedure shall be used.

(a) An affidavit prepared by the chief fire official or another authorized representative of the municipality designated by the governing body of the municipality that the damaged insured structure violates existing named health and safety standards requiring the escrow of the withheld amount as surety for the repair, replacement, or removal of the damaged structure shall constitute cause for the escrowing of the withheld amount.

(b) In the case of a settlement, the affidavit shall be sent to the insurer, the insured, and any mortgagees. Upon receipt of the affidavit, the insurer shall forward the withheld amount to the treasurer of the municipality and shall provide notice of the forwarding to the insured and any mortgagees.

(c) In the case of a judgment, the affidavit shall be sent to the insurer, the insured, any mortgagees, and the court in which the judgment was entered. Upon receipt of the affidavit, the insurer shall forward the withheld amount to the treasurer of the municipality and shall provide notice of the forwarding to the insured, any mortgagees, and the court in which judgment was entered.

Subd. 4. Deposit in trust or escrow account; release of proceeds to mortgagee. Upon receipt of money and information from an insurer as prescribed in subdivisions 2 and 3, the local treasurer shall record the information and the date of receipt of the money and shall immediately deposit the money in a trust or escrow account established for purposes of this section. The account may be interest-bearing. If the mortgage on the insured property is in default, the treasurer of the municipality, upon written request from a first mortgagee of property with respect to which policy proceeds were withheld and placed into a trust or escrow account under subdivisions 2, 3, and this subdivision, shall release to the mortgagee all or any part of the policy proceeds received by the municipality with respect to that property, not later than ten days after receipt of the written request by the mortgagee, to the extent necessary to satisfy any outstanding lien of the mortgagee.

Subd. 5. Commingling of funds; retention of interest. Except as provided in subdivision 8, money deposited in an account pursuant to subdivision 4 shall not be commingled with municipal funds. Any interest earned on money placed in a trust or escrow account shall be retained by the municipality to defray expenses incurred under this section.

Subd. 6. Release of deposited proceeds to insured. Except as provided in clause (3), the policy proceeds deposited under subdivision 4 shall immediately be forwarded to the insured when the chief fire official or another authorized representative of the municipality designated by the governing body of the municipality receives or is shown reasonable proof of any of the following:

(1) that the damaged or destroyed portions of the insured structure have been repaired or replaced, except to the extent that the amount withheld under this subdivision is needed to complete repair or replacement;

(2) that the damaged or destroyed structure and any and all remnants of the structure have been removed from the land on which the structure or the remnants of the structure were situated, by the owner or by any other person, in compliance with the local code requirements of the municipality in which the structure was located; or

(3) that the insured has entered into a contract to perform repair, replacement, or removal services with respect to the insured real property and that the insured consents to payment of funds directly to the contractor performing the services. Funds released under this clause may be forwarded only to a contractor performing services on the insured property.

Subd. 7. Reasonable proof. Reasonable proof required under subdivision 6 shall include any of the following:

(1) originals or copies of pertinent contracts, invoices, receipts, and other similar papers evidencing both the work performed or to be performed and the materials used or to be used by all contractors performing repair, replacement, or removal services with respect to the insured real property, other than a contractor subject to clause (2);

(2) an affidavit executed by the contractor which has performed the greatest amount of repair or replacement work on the structure, or which has done most of the clearing and removal work if structure repair or replacement is not to be performed. The contractor shall attach to the affidavit all pertinent contracts, invoices, and receipts and shall swear that these attached papers correctly indicate the nature and extent of the work performed to date by the contractor and the materials used; or

(3) an inspection of the insured real property to verify that repair, replacement, or clearing has been completed in accordance with subdivision 6.

Subd. 8. Use of retained proceeds. If with respect to a loss, reasonable proof is not received by or shown to a fire official or another authorized representative of the municipality designated by the governing body of the municipality within 45 days after the policy proceeds portion was received by the treasurer, the municipality shall use the retained proceeds to secure, repair, or demolish the damaged or destroyed structure and clear the property in question, so that the structure and property are in compliance with local code requirements and applicable ordinances of the municipality. If, before the lapse of the 45 days after the proceeds portion was received by the treasurer, the municipality has secured, repaired, or demolished the damaged or destroyed structure under chapter 299F or 463 or other applicable law or ordinance, once the 45 days lapse, the municipality may release the special assessment placed on the property, if any, and reimburse itself from the retained funds. No more than 15 percent of the policy proceeds used by the municipality under this subdivision may be attributed to the municipality's administrative expenses, which must be directly related to the actions authorized under this subdivision. Any unused portion of the retained proceeds shall be returned to the insured.

Subd. 9. Proceeds not included. A final settlement shall not include the payment of policy proceeds for personal property or contents damage or for additional coverage not contained in the fire coverage portion of the fire insurance policy.

Subd. 10. Immunity from liability. There shall not be liability on the part of, and a cause of action shall not arise against, an insurer or an agent or employee of an insurer for withholding or transferring money in the course of complying or attempting to comply with this section.

Subd. 11. Application of section; amount of settlement. This section applies only to final settlements which exceed 49 percent of the insurance on the insured real property.

Subd. 12. Application of section; election; list of electing municipalities. This section applies only to property located in a municipality if the municipality, pursuant to a resolution by the governing body, notifies the commissioner in writing that the municipality has established a trust or escrow account to be used as prescribed in this section and intends to uniformly apply this section with respect to all property located within the municipality following written notification to the commissioner. The commissioner shall prepare and distribute a list of all municipalities which have elected to apply this section to all insurance companies transacting property insurance in this state.

Subd. 13. Retention on list. (a) A municipality shall remain on the list until a written request for deletion has been received by the commissioner, or until the municipality has failed to comply with paragraph (b), and the amended list has been prepared pursuant to this subdivision.

(b) Municipalities on the list shall report every two years to the commissioner in writing regarding the extent of the municipality's use of this section and the effect of this section on arson fires in that municipality. The report must be filed with the commissioner no later than 90 days after the two-year anniversary of the municipality's placement on the list and thereafter no later than 90 days after each subsequent two-year period. If the commissioner has not received a report required under this paragraph, the commissioner shall

promptly provide the municipality a written reminder notice. If the commissioner has not received the report within 30 days after providing the written notice, the municipality shall be treated as having made a written request for deletion under paragraph (a).

Subd. 14. **Addition to list.** A municipality may apply to be added to the list by making a written request for addition to the commissioner. When a written request for addition from a municipality has been received by the commissioner, an amended list shall be prepared and distributed indicating the addition. The addition shall be effective on the date specified by the commissioner in the amendment. The commissioner shall notify the municipality and insurance companies of the effective date of the addition which shall be effective not less than 30 days after receipt of notice by the insurance company. A municipality shall not apply this section with respect to any loss which occurred before the effective date of the addition.

Subd. 15. **Deletion from list.** A municipality may cease to apply this section for a period of not less than six months upon not less than 30 days' written notice to the commissioner. After receipt of request to be deleted from the list, the commissioner shall prepare and distribute an amendment to the list indicating the deletion. The deletion shall be effective on the date specified by the commissioner in the amendment. The commissioner shall notify the municipality and insurance companies of the effective date of the deletion which shall be effective not less than 30 days after receipt of the notice by the insurance company. A municipality shall continue to apply this section with respect to any loss which occurred before the effective date of the deletion, notwithstanding the deletion.

Subd. 16. **Exceptions to withholding requirements.** The withholding requirements of this section do not apply if all of the following occur:

(1) within 30 days after agreement on a final settlement between the insured and the insurer, the insured has filed with the insurer evidence of a contract to repair as described in subdivision 7;

(2) the insured consents to the payment of funds directly to the contractor performing the repair services. Funds released under this clause may be forwarded only to a contractor performing the repair services on the insured property; and

(3) on receipt of the contract to repair, the insurer gives notice to the municipality in which the property is situated that there will not be a withholding under this section because of the repair contract.

Subd. 17. **Demolition costs or debris removal costs as part of final settlement; withholding.** If the insured and the insurer have agreed on the demolition costs or the debris removal costs as part of the final settlement of the real property insured claim, the insurer shall withhold one of the following sums, whichever sum is the largest, and shall pay that sum in accordance with this section:

(1) the agreed cost of demolition or debris removal;

(2) 25 percent of the actual cash value of the insured real property at the time of loss; or

(3) 25 percent of the final settlement of the insured real property claim.

History: 1995 c 170 s 1; 1997 c 47 s 1-5; 1997 c 77 s 2



INFORMATION MEMO

Dangerous Properties

Learn about the tools available to cities under state law to remedy unhealthy and dangerous properties such as those damaged by fire or explosion, unsecured vacant buildings, garbage houses, and otherwise hazardous buildings or excavations. Contains several model resolutions for action and a link to a model ordinance.

RELEVANT LINKS:

LMC information memo,
[Public Nuisances.](#)

I. Types of Dangerous Properties

Cities sometimes need to deal with properties that are dangerous because of conditions that are hazardous or pose health risks. The city's response to these properties depends on the severity of the problem. On one end of the spectrum, a nuisance ordinance may be effective in dealing with problems like junk vehicles or tall grass. At the other end of the spectrum, the statutory hazardous building process may be the appropriate tool to raze or tear down a hazardous building. The city will need to evaluate the different options and determine which tool best fits the needs of the particular situation.

This memo will cover the following dangerous property situations and the tools available under state law that may help to remedy them:

- Hazardous excavations.
- Buildings damaged by fire or explosion.
- Unsecured vacant buildings.
- Garbage houses.
- Hazardous buildings.

This memo is an overview of how to deal with the situations mentioned above. It is intended as a way to start looking at the city's options, as well as a reference for when the city moves forward with a selected option. Often, the laws are quite detailed or technical, so it is imperative to work with the city attorney. The city attorney will be able to provide specific legal advice in a particular situation. In some situations, like the hazardous building process, the city will need to use its city attorney in the related court proceedings. This memo is intended only as general information and should not replace the specific legal advice of the city attorney.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

RELEVANT LINKS:

[U.S. Const. 4th amendment, *Camara v. Municipal Court*, 387 U.S. 523, 280 Minn. 390 \(1967\).](#)

[LMC information memo, *Entering Private Property for Public Works Purposes*.](#)

[Camara v. Municipal Court, 387 U.S. 523 \(1967\).](#)

II. Lawfully entering private property

The procedures covered in this memo involve private property. Private property rights are afforded constitutional protections, so it is important that the city take appropriate steps to ensure these rights are respected. Whenever this memo mentions entering private property for an inspection, repair work, or other purpose, the principles outlined in this section will apply.

Generally, in order to lawfully enter private property to inspect or correct a situation, the city must either obtain voluntary consent from the owner or an administrative search warrant. This is because the Fourth and Fourteenth Amendments to the U.S. Constitution prohibit unreasonable searches and seizures of persons or property. The United States Supreme Court has held that these Fourth Amendment guarantees apply to city inspections. If a city unlawfully enters private property, it may be a violation of these constitutional rights.

In many circumstances, seeking consent is the simplest way to gain access to property. If the city has consent to enter the property, it may do so. Consent must be voluntarily given by a person who has the authority to consent, such as the owner or occupant of the property. It is important that the person giving consent is aware of the purpose and scope of the inspection before consenting. It is preferable to obtain the consent in writing.

If the city does not or cannot obtain the owner's consent to enter the property, another way to enter the property is to obtain an administrative search warrant. An administrative search warrant is issued by a judge and allows designated people to enter the property for certain purposes specified in the warrant. An administrative search warrant removes the need for consent.

In order to obtain an administrative search warrant, the city must show the judge there is "probable cause" as to why its request to enter private property is justified. The application for a warrant must describe the city's inspection program and establish how the particular requested inspection falls within the scope of the ordinance.

After an administrative search warrant is issued, it is important for the city to provide notice to the property owner or occupant. The notice should identify the nature and scope of the inspection or work, the date, and the time it will be performed. If the city must return to the property to continue work or to follow up on an inspection or code violation, it is also important to notify the property owner or occupant of the date and time the city will return.

RELEVANT LINKS:

[U.S. Const., amendments V, XIV. Minn. Const., art.1. Minn. Const., art. 1, § 7. Village of Zumbrota v. Johnson](#), 280 Minn. 390, 161 N.W.2d 626 (1968).
[Mathews v. Eldridge](#), 424 U.S. 319, 96 S. Ct. 893 (1976).

[Mathews v. Eldridge](#), 424 U.S. 319, 96 S. Ct. 893 (1976).

[City of Golden Valley v. Wiebesick](#), No. A15-1795, 2017 WL 3045553 (Minn. July 19, 2017).

It may be possible to lawfully enter private property without consent or a warrant, such as when an emergency exists. The city attorney will be able to provide specific legal advice on whether a warrant or consent is necessary.

III. Due process

Due process is also something the city should consider when using any of the procedures discussed in this memo. Both the federal and state constitutions provide that no person may be deprived of life, liberty, or property without due process of law. The two basic concepts of due process are: 1) notice to interested parties, such as the property owner and tenants, and 2) an opportunity to be heard by a person or group who has the authority to make a decision on the matter. The opportunity to be heard must be at a meaningful time and in a meaningful manner. Unless there is an emergency situation, notice and an opportunity to be heard should be provided without restraint, because a decision that is adverse to the property owner or tenant results in a loss of property without compensation.

Due process is not a fixed standard, but rather is flexible and should be tailored to the particular situation. Some statutes provide particular notice and hearing requirements that help to clarify what due process is required under particular statutes. If there are no statutory notice or hearing requirements, or the requirements provided are minimal, that does not mean that due process does not apply. Rather, that means that the city, with the help of the city attorney, should determine if due process applies and, if so, how the city will satisfy these requirements.

Administrative search warrant procedures must include notice to tenants, not just to property owners. This notice must include an opportunity to be heard in court. If the city, applying for the warrant does not disclose it, “the district court may also inquire into the extent of police presence, if any, planned for the inspection and the appropriateness of that presence. Typically, absent a threat of danger, the police will not be participating in the inspection within the premises.”

In some instances in this memo, the discussion of the law does not prescribe due process requirements, but it seems that the principles of due process should apply. At these points, the memo makes suggestions on how to satisfy due process. Keep in mind that these are only suggestions and the city should work with the city attorney to determine the best way to handle due process requirements in a particular situation.

RELEVANT LINKS:

[Minn. Stat. § 463.25.](#)

See Section II - *Entering private property.*

See Section III - *Due process.*

[Minn. Stat. § 463.25.](#)
[Minn. Stat. § 463.17.](#)

Ordering a Hazardous Excavation to be Filled, Protected, or Built Upon,
LMC Model Resolution.

IV. Hazardous excavations

State law provides a specific process to deal with hazardous excavations. A hazardous excavation exists in the following situations:

- An excavation for building purposes is left open for more than six months without proceeding with the erection of a building thereon, whether or not completed.
- Any excavation or basement is not filled to grade or otherwise protected after a building is destroyed, demolished, or removed.

The statute does not give direction to the council on how to determine if a particular excavation meets the statutory definition. An inspection of an excavation may provide relevant information. It is a good idea to take notes and photographs of what is observed at the inspection. The city should consider how it will lawfully enter the property to make the inspection.

While the council is considering whether the excavation is hazardous, it may be helpful to consider any reports, photos, or other information related to the property. It is a good idea for the council to document its decision and the reasons that support that decision. In the case of a court challenge, the documented decisions and supporting reasons may help the city defend its determination.

Although the law does not strictly require the property owner to be notified that the issue of filling or protecting a hazardous excavation will be discussed at a meeting, it is a good idea to notify the property owner that the issue will be discussed and to allow him or her a chance to speak on the issue. By doing so, there will be a stronger argument that the property owner's due process rights have been respected.

If the council determines that the excavation is hazardous, the council may order that the excavation be filled or protected, or that the erection of the building begin forthwith if the excavation is for building purposes. The order is generally done by resolution. While the law does not specify what should be included in the order, it should likely be in writing and should, at a minimum:

- Include the grounds or basis for the order.
- Specify the necessary work to be done.
- State that if the land owner does not comply with the order within 15 days after notice is served, the council will have the work done.
- State the city will specially assess any costs incurred by the city doing the work against the property.

RELEVANT LINKS:

[Minn. Stat. § 463.25.](#)
[Minn. Stat. § 463.17, subd. 2.](#)

LMC information memo,
[Newspaper Publication.](#)

[Minn. Stat. § 463.25.](#)
See Section II - *Entering private property.*
[Minn. Stat. § 471.345.](#)

[Minn. Stat. § 463.25.](#)
[Minn. Stat. § 463.21.](#)
[Minn. Stat. § 463.161.](#)
[Minn. Stat. §§ 429.061-429.081.](#)
LMC information memo,
[Special Assessment Toolkit.](#)

[Abandoned, Hazardous or Fire Damaged Buildings Information Sheet, Minnesota State Fire Marshal \(2016\).](#)

[Minn. Stat. § 65A.50, subds. 12, 14.](#)

[Minn. Stat. § 65A.50, subds. 12, 14.](#)

[Establishing a Fire Escrow Account, LMC Model Resolution](#)

The order must be served upon the owner of record or the owner's agent if an agent is in charge of the building or property, any occupying tenant, and all lien-holders of record. Service is completed in the same manner as a service of summons in a civil action. If the owner cannot be found, the order must be served by posting it at the main entrance to the building or, if there is no building, in a conspicuous place on the property. In addition to posting, the order must be published for four weeks in the official newspaper of the municipality; if there is no official city newspaper, then the order is published in a legal newspaper in the county.

If the owner of the land does not comply with the order within 15 days after it is served, the council must have the excavation filled to grade or protected. If the city needs to do the work, the city needs to determine the best way to get the work done. In some circumstances, city employees may be able to do the work. In other situations, the city may need to hire someone. Depending on the work to be done, the competitive bidding laws may apply.

The costs incurred by the city may be charged against the property as a special assessment. The city council may provide that the assessment may be paid in five or fewer equal annual installments with interest at 8 percent per year. It is a good idea to keep an accurate record of the incurred costs so the city can accurately assess them. An alternative to using a special assessment is to recover the costs by obtaining a court judgment against the property owner.

V. Buildings damaged by fire or explosion

Sometimes, there is a fire or explosion in a city that damages a building. If the owner does not make the necessary repairs to the property, the responsibility sometimes may fall to the city. If the building was insured, it may be an option for the city to receive a portion of the insurance settlements from the damage if the city has established an escrow or trust account for this purpose.

A. Establishing the account

In order to obtain a portion of the insurance settlements from fire or explosion damage, the city must first establish an escrow or trust account. It is important to note that the city cannot obtain insurance settlement proceeds for losses that happened before the effective date of the account.

The escrow or trust account is established by passing a resolution. The next step is to notify the commissioner of commerce, in writing, that the city has established a trust or escrow account and intends to uniformly apply this section with respect to all property located within the city.

RELEVANT LINKS:

[Minn. Stat. § 65A.50, subs. 12, 14.](#)
Department of Commerce
List of “*Insurance Escrow by Municipalities for Debris Removal.*”

[Minn. Stat. § 65A.50, subd. 13\(b\).](#)

See Section V-B
Discontinuing the account.

[Minn. Stat. § 65A.50, subs. 13, 15.](#)

The city should also request to be added to the list of cities that maintain these accounts.

The commissioner keeps a list of all cities with this type of account. When the commissioner receives notice that a city has established an account, the commissioner will add the city to the list. Then, the commissioner will distribute the list to all insurance companies transacting property insurance in this state, indicating the addition of the new city. The addition of the city to the list is effective on the date specified by the commissioner in the amendment.

The commissioner must notify the city and insurance companies of the effective date of the addition, which cannot be less than 30 days after the receipt of notice by the insurance company.

Once on the list, cities must make a written report to the commissioner on the extent of the city’s use of the escrow account. The report must also include the effect of the use of the law on arson fires in the city. The report must be filed with the commissioner no later than 90 days after the two-year anniversary of the city’s placement on the list and, thereafter, no later than 90 days after each subsequent two-year period.

If the commissioner does not receive the written report, the commissioner will provide a written reminder notice. If the commissioner does not receive the report within 30 days after providing the written reminder, the city will be treated as having made a written request to be deleted.

B. Discontinuing the account

If the city no longer wishes to have the escrow or trust account and wants to be removed from the commissioner’s list, the city must notify the commissioner in writing that it wants to be deleted from the list. The city may stop operating the escrow or trust account for more than six months after notifying the commissioner. The city must give 30 days written notice before it stops using the account. After the commissioner receives the city’s written request, the commissioner shall prepare and distribute an amendment to the list, indicating the deletion. The deletion shall be effective on the date specified by the commissioner in the amendment. The commissioner must then notify the city and insurance companies of the effective date of the deletion, which must be not less than 30 days after the insurance companies receive notice. A city must continue to use its escrow or trust account for any loss which occurs before the effective date of the deletion.

RELEVANT LINKS:

[Minn. Stat. § 65A.50, subd. 2.](#)

[Minn. Stat. § 65A.50, subd. 2.](#)

[Minn. Stat. § 65A.50, subds. 9, 11.](#)

[Minn. Stat. § 65A.50, subd. 16.](#)

[Minn. Stat. § 65A.50, subd. 16.](#)

[Minn. Stat. § 65A.50, subd. 17.](#)

C. Funding and using the account

Once the city has set up the account, it cannot use it unless there is an insured building in the city that has been damaged by fire or explosion. Even then, the account is only used after the statutory process is followed.

1. Funding the account

When a property owner files a claim for a loss to his or her insured real property due to fire or explosion and a final settlement is reached on the loss, the insurer must withhold from payment of the settlement the lesser of 25 percent of the actual cash value of the insured's real property at the time of the loss or 25 percent of the final settlement. (The property owner with insurance is known as "the insured").

For purposes of this law, a final settlement is the determination of the amount owed to the insured by any of the following means:

- Acceptance of a proof of loss by the insurer.
- Execution of a release by the insured.
- Acceptance of an arbitration award by both the insured and the insurer.
- A court judgment.

The final settlement amount cannot include the payment of policy proceeds for personal property or contents damage, or for additional coverage not contained in the fire coverage portion of the fire insurance policy. Further, this process applies only to final settlements that exceed 49 percent of the insurance on the insured real property.

The requirement to withhold portions of the insurance settlement proceeds does not apply if all of the following conditions occur:

- Within 30 days after agreement on a final settlement between the insured and the insurer, the insured has filed with the insurer evidence of a contract to repair.
- The insured consents to the payment of funds directly to the contractor performing the repair services.
- Upon receipt of the contract to repair, the insurer gives notice to the municipality in which the property is situated that there will not be a withholding under this section because of the repair contract.

Funds released under these circumstances may be forwarded only to a contractor performing the repair services on the insured property.

If the insured and the insurer have agreed on the demolition costs or the debris removal costs as part of the final settlement of the real property insured claim, the insurer shall withhold the largest of the following sums:

RELEVANT LINKS:

[Minn. Stat. § 65A.50, subd. 2.](#)

- The agreed cost of demolition or debris removal.
- Twenty-five percent of the actual cash value of the insured real property at the time of loss.
- Twenty-five percent of the final settlement of the insured real property claim.

At the time funds are withheld, the insurer must give notice of the withholding to the treasurer of the city where the property is located, the insured, and any bank or lender that has a lien on the property and that is named on the insurance policy. If the settlement resulted from a court judgment, notice must also be provided to the court where the judgment was entered. The notice must include:

- The identity and address of the insurer.
- The name and address of each policyholder, including any bank or lender that holds a mortgage on the property.
- The location of the insured real property.
- The date of loss, policy number, and claim number.
- The amount of money withheld.
- A statement that the city may have the withheld amount paid into a trust or escrow account established for the purposes of this section if it shows cause within 30 days that the money should be withheld to protect the public health and safety; otherwise, the withheld amount shall be paid to the insured at the expiration of 30 days.
- An explanation of the provisions of this section and a verbatim reproduction of the statutory subdivision regarding exceptions to withholding.

[Minn. Stat. § 65A.50, subd. 16.](#)

[Minn. Stat. § 65A.50, subd. 3.](#)

In order for the city to put the withheld funds into its escrow or trust account and retain the funds, the chief fire official or other authorized city representative must prepare an affidavit that says that the insured's damaged structure violates specified health and safety standards, and this requires the escrow of the withheld amount as surety for the repair, replacement, or removal of the damaged structure. This affidavit constitutes cause for escrowing the withheld amount.

[Minn. Stat. § 65A.50, subd. 3.](#)

Where there is a settlement on the insurance claim, the affidavit must be sent to the insurer, the insured, and any banks or lenders who hold a mortgage on the property. Once the insurer receives the affidavit, the insurer must forward the withheld amount to the city treasurer. The insurer must also provide notice of the forwarding of funds to the insured and any bank or lender that holds a mortgage on the property. If there was a court judgment on the insurance claim, the affidavit and notice of forwarding the funds must also be given to the court that entered the judgment.

RELEVANT LINKS:

[Minn. Stat. § 65A.50, subd. 4.](#)

[Minn. Stat. § 65A.50, subd. 5.](#)

[Minn. Stat. § 65A.50, subd. 4.](#)

[Minn. Stat. § 65A.50, subd. 6.](#)

[Minn. Stat. § 65A.50, subd. 6.](#)

[Minn. Stat. § 65A.50, subd. 6.](#)

When the city receives the withheld funds from the insurance company, the city treasurer must record the information and the date the money was received. The treasurer must immediately deposit the money into the established trust or escrow account. Money deposited into the account must not be commingled with city funds. The account may be interest-bearing. Any interest earned on money placed in a trust or escrow account shall be retained by the municipality to defray expenses incurred under this section.

2. Releasing funds from the account

Once the money is in the city trust or escrow account, there are several situations that trigger releasing those funds.

a. Releasing funds to bank or lender

If the mortgage on the insured property is in default, the bank or lender who holds that mortgage may make a written request to the city for the funds.

Not later than 10 days after receiving the written request, the treasurer must release any or all of the proceeds to the extent necessary to satisfy the outstanding mortgage.

b. Releasing funds to the insured

There are two situations described in statute where the funds in the account must be immediately forwarded to the insured. The first situation is where the chief fire official or other authorized city representative receives or is shown reasonable proof that the damaged or destroyed portions of the insured structure have been repaired or replaced. However, if not all repairs or replacement have been made, the city may withhold the amount that is needed to complete repair or replacement.

The second situation is when the chief fire official or other authorized city representative receives or is shown reasonable proof that the damaged or destroyed structure and any and all remnants of the structure have been removed from the land where the structure was located. This may be done by the owner or any other person. The work must have been done in compliance with local code requirements.

There is also a third situation when funds must be immediately released, but in this situation, the funds are forwarded to a third-party contractor and not the insured.

RELEVANT LINKS:

[Minn. Stat. § 65A.50, subd. 7.](#)

[Minn. Stat. § 65A.50, subd. 8.](#)

[Minn. Stat. § 65A.50, subd. 8.](#) See [Minn. Stat. ch. 299F](#).
[Minn. Stat. ch. 463](#). See Section IX, *Hazardous buildings*.

[Minn. Stat. § 65A.50, subd. 8.](#)

In this situation, the funds deposited into the escrow or trust account must be immediately forwarded to the contractor when the chief fire official or other authorized city representative receives or is shown reasonable proof that the insured has entered into a contract to perform repair, replacement, or removal services on the property. It must also be shown that the insured consents to payment of the funds directly to the contractor performing the services. These funds may be forwarded only to a contractor performing services on the insured property.

As mentioned in the three situations above, the insured must show reasonable proof in order to have the funds released or forwarded. The law provides three situations that will be considered reasonable proof:

- Originals or copies of pertinent contracts, invoices, receipts, and other similar papers showing both the work performed or to be performed and the materials used or to be used by all contractors performing repair, replacement, or removal services with respect to the insured real property.
- An affidavit executed by the contractor who has performed the greatest amount of repair or replacement work on the structure, or who has done most of the clearing and removal work if structure repair or replacement is not to be performed. The contractor shall attach to the affidavit all pertinent contracts, invoices, and receipts and shall swear that these attached papers correctly indicate the nature and extent of the work performed to date by the contractor and the materials used.
- An inspection of the insured real property to verify that repair, replacement, or clearing has been completed.

3. Use of retained proceeds

If reasonable proof is not received or shown to the chief fire official or other authorized city representative within 45 days after the funds were received by the treasurer, the city must use the funds to secure, repair, or demolish the damaged or destroyed structure and clear the property in question, so that the structure and property are in compliance with local code requirements and applicable ordinances of the municipality. Any unused portion of the retained funds must be returned to the insured.

It may be possible that during these 45 days, the city may have secured, repaired, or demolished the damaged or destroyed structure under another law or ordinance such as the hazardous building laws. If this is the case, after the 45 days lapse, the city may release any special assessment placed on the property and reimburse itself from the retained funds.

No more than 15 percent of the funds used by the municipality may be attributed to the city's administrative expenses. Any administrative expenses must be directly related to the actions authorized by the statute.

RELEVANT LINKS:

[Minn. Stat. § 463.251.](#)

See Section II, *Entering private property.*

LMC information memo, *Sanitary Sewer Toolkit.*

See Section III, *Due process.*

[Minn. Stat. § 463.251, subd. 2.](#)
Ordering the Securing of a Vacant Building, LMC Model Resolution.

[Minn. Stat. § 463.251, subd. 2.](#)

VI. Securing vacant buildings

A vacant or unoccupied building may be hazardous because it is open to trespass and has not been secured. If the building could be made safe by being secured, the council may order that the building be secured. “Secure” is defined to include installing locks, repairing windows and doors, boarding windows and doors, posting “no-trespassing” signs, installing exterior lighting or motion-detecting lights, fencing the property, and installing a monitored alarm or other security system. This is not an exhaustive list, so the city may take other appropriate actions to secure a building.

State statutes do not give direction to cities on how to determine if a building is hazardous due to it being open to trespass. Council determination on whether a building is vacant or unoccupied and open to trespass should be based on city inspections, notes, photos, or other information related to the property.

The city should also consider how to lawfully enter the property for inspection purposes.

It is a good idea for the council to document its decision and the reasons that support that decision. In the case of a court challenge, the documented decisions and supporting reasons may help the city defend its determination.

Although the law does not strictly require the property owner to be notified that the issue of securing the building will be discussed at a meeting, it is a good idea to notify the property owner that the issue will be discussed and to allow him or her a chance to speak on the issue.

By doing so, there will be a stronger argument that the property owner’s due process rights have been respected. Also, notice to the property owner of the problem may lead to self-remedy before an order is necessary.

If the council determines the building is hazardous and should be secured, the council adopts an order by resolution. The council must serve notice of the order to the owner of record (or the owner’s agent), the taxpayer identified in the property tax records for that parcel, the holder of the mortgage or sheriff’s certificate, and any neighborhood association for the neighborhood where the building is located that has requested notice. The notice of the order is served by delivering or mailing a copy to these people at their last known address.

The notice of the order should be in writing and must include a statement that:

RELEVANT LINKS:

Minn. Stat. § 582.031, subd. 1(b).
Minn. Stat. § 582.032, subd. 7.

- Informs the owner and the holder of any mortgage or sheriff's certificate of the requirements that the owner or holder of the certificate has 6 days to comply with the order or provide the council with a reasonable plan and schedule to comply with the order and that costs may be assessed against the property if the person does not secure the building.
- Informs the owner and the holder of any mortgage or sheriff's certificate that, within 6 days of the order being served, the person may request a hearing before the governing body challenging the governing body's determination that the property is vacant or unoccupied and hazardous.
- Notifies the holder of any sheriff's certificate of the holder's duty under section 582.031, subdivision 1, paragraph (b), to enter the premises to protect the premises from waste and trespass if the order is not challenged or set aside and there is prima facie evidence of abandonment of the property as described by law.

While the law does not require it, it is a good idea to include the grounds or basis for ordering the building to be secured. It may also be a good idea to specify what actions need to be taken to secure the building.

Minn. Stat. § 463.251, subd. 3.

The owner or a holder of a sheriff's certificate of sale may then comply with the order, provide the council with a reasonable plan and schedule to comply with the order, or request a hearing on the order. If the owner does not take one of these actions within 6 days after the order is served, the council must ensure that the building is properly secured.

Minn. Stat. § 471.345.

If the city must secure the building, the city council will need to determine the best way to get the work done. In some circumstances, city employees may be able to do the work. In other situations, the city council may need to hire someone to do the work. Depending on the work that needs to be done, the competitive bidding laws may apply.

Minn. Stat. § 463.251, subd. 3. Minn. Stat. § 463.21.
Minn. Stat. § 463.161. Minn. Stat. §§ 429.061-.081.
LMC information memo, *Special Assessment Toolkit*.

The costs of securing the building may be charged against the real estate as a special assessment. The city council may provide that the assessment may be paid in five or fewer equal annual installments with interest at 8 percent per year. It is a good idea to keep an accurate account of the incurred costs so the city can assess them. An alternative to using a special assessment is to recover the costs by obtaining a court judgment against the property owner.

Minn. Stat. § 463.251, subds. 1, 3. Minn. Stat. § 473.121, subd. 2.

In the metropolitan area, the council may work with neighborhood associations to develop and implement plans to secure vacant buildings in a timely and cost-effective manner. (A neighborhood association is an organization recognized by the city as representing a neighborhood within the city). The city may use rehabilitation and revitalization funds in this scenario.

RELEVANT LINKS:

[Minn. Stat. § 463.251, subd. 4.](#)
[Securing Vacant Buildings, LMC Model Ordinance](#)

[Minn. Stat. § 504B.395, subds. 1, 2.](#)

[Minn. Stat. § 504B.471.](#)

[Minn. Stat. § 504B.465.](#)

[Minn. Stat. § 504B.395.](#)

[Minn. Stat. § 504B.161, subd. 1\(a\)\(1\).](#)

[Minn. Stat. § 504B.161, subd. 1\(a\)\(2\).](#)

[Minn. Stat. § 504B.171, subd. 1.](#)

[Minn. Stat. § 504B.395.](#)

The statutes do not provide a process for emergency securing of a vacant building. However, a city may adopt an ordinance that would allow the city to secure the building in an emergency situation when a vacant building presents an immediate danger to the health and safety of persons in the community.

VII. Tenant remedies action

Sometimes a landlord does not maintain his or her property in a safe or sanitary manner. When the tenant cannot get the landlord to make necessary repairs or corrections to a residential building, the law gives a process that would allow the city to step in and use the courts to force the landlord to take action. (An action may also be brought by a tenant, a housing-related neighborhood organization, or other unit of government, but this section will focus on cities bringing an action).

It is not mandatory that cities take action, but in some situations it may be desirable for the city to choose to get involved.

The purpose of these laws is to provide additional remedies to tenants. The purpose of the laws is not to allow a landlord to “get out of” his or her financial liability for repairs or maintenance of the building. The provisions of these laws cannot be waived by a tenant in a lease or other agreement.

A. Bringing a tenant’s remedies action

The city may bring a tenant’s remedies action when there is one or more of the following:

- A violation of any state, county, or city health, safety, housing, building, fire prevention, or housing maintenance code.
- The premises and all common areas are not fit for the intended use.
- The premises are not kept in reasonable repair during the term of the lease (unless the disrepair has been caused by the tenant).
- The landlord allows controlled substances, prostitution or prostitution-related activities, unlawful use or possession of a firearm, or stolen property or property obtained by robbery to be in the building, including the common area and areas near the building.
- A violation of an oral or written rental agreement, lease, or contract.

The action is brought in district court in the county where the building is located.

RELEVANT LINKS:

[Minn. Stat. § 504B.395, subd. 3.](#)
[Minn. Stat. § 504B.185.](#)
[Minn. Stat. § 504B.381.](#)
[Minn. Stat. § 504B.385.](#)
[Minn. Stat. §§ 504B.395-.451.](#)

[Minn. Stat. § 504B.395, subd. 4.](#)

[Minn. Stat. § 504B.395.](#)

B. Inspection

A residential tenant or a housing-related neighborhood organization may request an inspection by the city if the city is charged with enforcing the code that is claimed to be violated. The city must perform the inspection. After the inspection, the inspector must inform, in writing, the landlord or the landlord's agent and the person or organization requesting the inspection (if someone other than the city) of any code violations that were discovered. A reasonable period of time must be given to correct the violations. A tenant's remedies action cannot be brought until the time to correct the violations has expired and satisfactory repairs to remove the code violations have not been made. However, an action may be brought if the residential tenant, or neighborhood organization with the written permission of a tenant, alleges the time allowed for repairs is excessive.

The law requires that a residential tenant or housing-related neighborhood organization must give 14 days' notice to the landlord of certain violations before an action is brought.

The law does not specify that the city must give similar notice so the city should work with the city attorney in determining whether notice should be provided. The notice requirements may be waived if the court finds that the landlord cannot be located despite diligent efforts.

C. Complaint and summons

If the time for repairs has expired and repairs have not been made, a tenant's remedies action may be started in the court system by serving a complaint and summons. The summons is issued by a judge or court administrator.

The complaint must be verified and must describe the facts that show there is a violation (or violations) in the building. The complaint must state the relief that is sought. If it is known, the complaint must also list the rent due each month from each dwelling unit within the residential building.

If the violation is of any state, county, or city health, safety, housing, building, fire prevention, or housing maintenance code applicable to the building, the complaint must be accompanied by one of the following:

- A copy of the official inspection report by a department of health, housing, or buildings, certified by the custodian of records of that department stating:
 - When and by whom the residential building was inspected.
 - What code violations were recorded.
 - That notice of the code violations has been given to the landlord.

RELEVANT LINKS:

[Minn. Stat. § 504B.401.](#)
[Minn. Stat. §§ 504B.395-.471.](#)

- A statement that a request for inspection was made to the appropriate state, county, or municipal department, that demand was made on the landlord to correct the alleged code violation, and that a reasonable period of time has elapsed since the demand or request was made.

Upon receiving a complaint, the court administrator must prepare a summons. The summons must specify the time and place of the hearing to be held on the complaint and must also state that if at the time of the hearing, the landlord does not submit and establish a defense, judgment may be entered in favor of the person or organization bringing the complaint.

The hearing must be scheduled not less than seven nor more than 14 days after receipt of the complaint by the court administrator.

The summons and complaint must be served upon the landlord or the landlord's agent not less than seven nor more than 14 days before the hearing. Service shall be by personal service upon the defendant pursuant to the Minnesota Rules of Civil Procedure.

If personal service cannot be made with due diligence, service may be made by affixing a copy of the summons and complaint prominently to the residential building involved, and mailing at the same time, a copy of the summons and complaint by certified mail to the last known address of the landlord.

D. Answer and defenses

At or before the time of the hearing, the landlord may answer the complaint in writing. Defenses that are not contained in a written answer must be orally pleaded at the hearing before any testimony is taken. No delays in the date of hearing may be granted to allow time to prepare a written answer or reply except with the consent of all parties.

State law provides three defenses that the defendant may rely on:

- The violation or violations alleged in the complaint do not exist or that they have been removed or remedied.
- The violations have been caused by the willful, malicious, negligent, or irresponsible conduct of a complaining residential tenant or anyone under the tenant's direction or control.
- A residential tenant of the residential building has unreasonably refused entry to the landlord or the landlord's agent to a portion of the property for the purpose of correcting the violation, and that the effort to correct was made in good faith.

[Minn. Stat. § 504B.411.](#)

[Minn. Stat. § 504B.415.](#)

RELEVANT LINKS:

[Minn. Stat. § 504B.421.](#)

[Minn. Stat. § 504B.425.](#)

[Minn. Stat. § 504B.445.](#)

[Minn. Stat. § 504B.431.](#)

E. Trial and judgment

If issues of fact are raised, there will be a trial without a jury. The court may grant a postponement of the trial on its own motion or at the request of a party if it determines that postponements are necessary to enable a party to obtain necessary witnesses or evidence. A postponement cannot be for more than 10 days unless all appearing parties consent.

If the court finds that the complaint has been proven, it may, in its discretion, take any of the following actions, either alone or in combination:

- Order the landlord to remedy the violation or violations if the court is satisfied that correction action will be prompt.
- Order the tenant to remedy the violation or violations and deduct the cost from his or her rent subject to terms that the court determines.
- The court may grant any other relief it deems just and proper, including a judgment against the landlord for reasonable attorney fees, not to exceed \$500, in the case of a prevailing residential tenant or neighborhood organization. There is no similar limit in the law for cities.
- Appoint an administrator with the powers described by law and direct that rents due be deposited with the administrator and that the administrator uses the rents collected to remedy the violation or violations by paying the debt service, taxes, and insurance, and providing the services necessary to the ordinary operation and maintenance of the residential building, which the landlord is obligated to provide but fails or refuses to provide.
- Lower rent to reflect the extent to which any uncorrected violations impair the residential tenants' use and enjoyment of the property.
- After termination of administration, the court may continue the jurisdiction over the residential building for a period of one year and order the landlord to maintain the residential building in compliance with all applicable state, county, and city health, safety, housing, building, fire prevention, and housing maintenance codes.

A copy of the judgment must be personally served on every residential and commercial tenant of the residential building whose obligations will be affected by the judgment. If, with due diligence, personal service cannot be made, service may be made by posting a notice of the judgment on the entrance door of the residential tenant's dwelling or commercial tenant's unit and by mailing a copy of the judgment to the residential tenant or commercial tenant by certified mail.

RELEVANT LINKS:

[Minn. Stat. § 504B.435.](#)

[Minn. Stat. § 504B.441. *City View Apartments v. Silvia Lopez Sanchez*, No. C2-00-313 \(Minn. Ct. App. Aug. 1, 2000\) \(unpublished decision\).](#)

[Minn. Stat. § 504B.445.](#)

[Minn. Stat. § 504B.445.](#)

[Minn. Stat. § 504B.381.](#)
[Minn. Stat. §§ 504B.395-.471.](#)

If an administrator was appointed by the court, the landlord’s right to collect rent is void and unenforceable from the time the court signs the order for judgment until the administration is terminated.

A residential tenant may not be evicted, have increased lease obligations, or have services decreased if the action is a penalty for the complaint. If there is an eviction or change in obligations or services within 90 days after a complaint made in good faith is filed, the landlord has the burden of proving that it was not in response to the complaint.

F. Administrators

An administrator may be a person, local government unit or agency, other than a landlord of the building, the inspector, the complaining residential tenant, or a person living in the complaining residential tenant’s dwelling unit. If a state or court agency is authorized by statute, ordinance, or regulation to provide persons or neighborhood organizations to act as administrators under this section, the court may appoint them to the extent they are available.

A person or neighborhood organization appointed as administrator must post bond to the extent of the rents expected by the court to be necessary to be collected to correct the violation or violations; there is no similar requirement for a city to post bond.

Administrators appointed from governmental agencies shall not be required to post bond.

The court may allow a reasonable amount from the rent to be spent for the services of administrators and the expense of the administration. When the administration terminates, the court may enter judgment against the landlord in a reasonable amount for the services and expenses incurred by the administrator.

1. The administration

State law outlines the powers of an administrator. The administrator may:

- Collect rents from tenants, evict tenants for nonpayment of rent or other cause, enter into leases for vacant dwelling units, rent vacant commercial units with the consent of the landlord, and exercise other powers necessary and appropriate to carry out the purposes of the tenant’s remedies laws.

RELEVANT LINKS:

[Minn. Stat. § 504B.445.](#)

[Minn. Stat. § 334.16, subd. 1\(b\). Minn. Stat. ch. 429.](#)
LMC information memo,
Special Assessment Toolkit.

[Minn. Stat. § 504B.445.](#)

[Minn. Stat. § 504B.451.](#)

- Contract for the reasonable cost of materials, labor, and services necessary to remedy the violation or violations found by the court and for the rehabilitation of the property to maintain safe and habitable conditions, and disburse money for these purposes from available funds.
- Provide services to the residential tenants that the landlord is obligated to provide but refuses or fails to provide, and pay for them from available funds.
- Petition the court, after notice to the parties, for an order allowing the administrator to encumber the property to secure funds to the extent necessary to cover certain costs and to pay for the costs from funds derived from the encumbrance.
- Petition the court, after notice to the parties, for an order allowing the administrator to receive funds made available by the federal, state, or city government to the extent necessary to cover certain costs and pay for them from funds derived from this source. (The city recovers these disbursements by special assessments on the piece of property in question. The assessment, interest, and any penalties are to be collected as special assessments made for other purposes).

When considering whether to grant the administrator funds, the court must consider factors relating to the long-term economic viability of the dwelling, including:

- The causes leading to the appointment of an administrator.
- The repairs necessary to bring the property into code compliance.
- The market value of the property.
- Whether present and future rents will be sufficient to cover the cost of repairs or rehabilitation.

Before any other expenses may be paid, the administrator must first contact and pay for residential building repairs and services necessary to keep the residential building habitable. If sufficient funds are not available for paying other expenses, such as taxes and mortgage payments, after paying for the necessary repairs, the landlord is responsible for the other expenses.

The administrator may not be held personally liable in the performance of duties under this section except for misfeasance, malfeasance, or nonfeasance of office.

The Minnesota Housing Finance Agency may establish a revolving loan fund to pay the administrative expenses of receivership administrators for properties for occupancy by low- and moderate-income persons or families. The landlord must repay the payments made from the fund.

RELEVANT LINKS:

[Minn. Stat. § 504B.445.](#)

[Minn. Stat. § 504B.425\(e\).](#)

[Minn. Stat. § 504B.455.](#)

[Minn. Stat. § 504B.461.](#)
[Minn. Stat. § 504B.445,](#)
[subd. 5.](#)

[Minn. Stat. § 504B.455.](#)

2. Ending administration

There are a few ways to end an administration. One way is for the administrator or any party to petition the court, after notice to all parties, for an order terminating the administration on the grounds that the available funds are insufficient to remedy the violations. This may be done at any time during the administration. If the court finds for the person or entity bringing the petition, the court will terminate the administration and enter a judgment that the residential tenant may reduce rent to the extent that the uncorrected violations impair the resident's use and enjoyment of the property.

Another option is for the administrator, after notice to all parties, to petition the court to be relieved of duties. The petition must include the reasons for the request. The court may, in its discretion, grant the petition and discharge the administrator after approving the accounts.

A third option is for a party, after notice to the administrator and all other parties, to petition the court to remove the administrator. If the party shows good cause, the court must order the administrator removed and direct the administrator to immediately deliver to the court an accounting of administration. The court may make any other order necessary and appropriate under the circumstances.

The administration must be terminated if the city secures certification that the violations have been remedied or if there is a court order to terminate the administrator.

If the administration is terminated for either of these reasons, the administrator must submit to the court an accounting of receipts and disbursements of the administration together with copies of all bills, receipts, and other memoranda pertaining to the administration. Where appropriate, the administrator must also submit a certification by an appropriate governmental agency indicating that the violations found by the court to exist at the time of judgment have been remedied.

The administrator must also comply with any other order the court makes as a condition of discharge.

Upon approval by the court of the administrator's accounts and compliance by the administrator with any other orders that the court made as a condition of discharge, the court must discharge the administrator from any further responsibilities.

If the administrator is removed, the court shall appoint a new administrator. All parties must be given an opportunity to be heard.

RELEVANT LINKS:

[Minn. Stat. § 504B.381.](#)
[Minn. Stat. § 504B.395.](#)

[Minn. Stat. § 504B.425.](#)

[Minn. Stat. § 504B.395,](#)
[subds. 3, 4.](#)

[Minn. Stat. § 145A.04, subd.](#)
[8.](#)

G. Emergency tenant remedies action

State law also has provisions for emergency tenant remedies action. Any person authorized to bring a tenant remedies action (e.g., tenant, housing-related neighborhood organization, city, etc.) may petition the court for relief in cases of emergencies involving the loss of running water, hot water, heat, electricity, sanitary facilities, or other essential services or facilities that the landlord is responsible for providing. The petition should be filed in the county where the building is located. This law does not apply to emergencies that are a result of the deliberate or negligent act or omission of a residential tenant or someone acting under the direction or control of the tenant.

The person or organization making the petition must present a verified petition to the district court that contains the following information:

- A description of the premises and the identity of the landlord.
- A statement of the facts and grounds that demonstrate the existence of an emergency caused by the loss of essential services or facilities.
- A request for relief.

At least 24 hours before going to the court, the person making the petition must attempt to notify the landlord of his or her intent to seek emergency relief. An order may be granted without notice to the landlord if the court finds that reasonable efforts, as set forth in the petition or by separate affidavit, were made to notify the landlord but that the efforts were unsuccessful.

The court may order relief in the same manner as a regular tenant’s remedies action. The person bringing the petition must serve the order on the landlord personally or by mail as soon as practicable.

Unlike a regular tenant’s remedies action, a person is not required to wait a reasonable time after an inspection to seek relief. Also, the 14-day notice requirements for a regular tenant’s remedies action do not apply.

VIII. Garbage houses

Sometimes cities find there is a building in the city that poses a public health threat. These types of buildings are often referred to as “garbage houses,” but the laws apply to any property, not just residential property. The danger from garbage houses comes from conditions inside of the building that pose some sort of threat to a person’s health rather than the physical, structural condition of the building itself.

RELEVANT LINKS:

In order to be a “garbage house,” the conditions have to be rather severe. For example, a couple bags of smelly garbage in the kitchen probably do not constitute a garbage house. Here are some examples of conditions in garbage houses:

- Accumulation of garbage, furniture, debris, litter, or other items that hinder the ability to move freely in the house and/or open doors.
- Significant accumulation of human or animal fecal matter or other waste.
- Significant rodent or insect infestation.

These are not the only conditions that would cause a building to be considered a public health threat. Rather, this list is an example of the types of things that might be present in a garbage house.

[Minn. Stat. § 145A.01-.12.](#)

Under the “Local Public Health Act,” a board of health may take actions to remove and abate these public health nuisances. The governing board of a city or county may establish a community health board. However, most cities do not have their own community health board. Therefore, dealing with garbage houses is often up to the county community health board and not the city.

[Minn. Stat. § 145A.04, subd. 8\(a\).](#) [Minn. Stat. § 145A.02.](#)

One of the board’s duties is to deal with threats to public health. If there is a threat to the public health, such as a public health nuisance (e.g., any activity or failure to act that adversely affects the public health), a source of filth, or a cause of sickness found on any property, the community health board (or its agent) must order the owner or occupant of the property to remove or abate the threat. Generally, if the owner, occupant, or agent does not comply with the requirements of the notice, then the board of health (or its agent) must remove or abate the nuisance, source of filth, or cause of sickness described in the notice.

A. Local ordinances

[Minn. Stat. § 145A.05, subds. 1, 7.](#)

Both the county and the city have some authority to adopt ordinances related to public health. The county board may adopt ordinances for all or part of its jurisdiction to regulate actual or potential threats to the public health, including ordinances to define public health nuisances and provide for their prevention or abatement.

[Minn. Stat. § 145A.05, subd. 9.](#)

However, these ordinances cannot be preempted by, be in conflict with, or be less restrictive than standards set out in state laws or rules. The city council may also adopt ordinances relating to the public health authorized by law or by an agreement with the commissioner of health. The ordinances cannot conflict with or be less restrictive than ordinances adopted by the county board or state law.

RELEVANT LINKS:

[Minn. Stat. § 145A.11, subd. 4.](#)

[Minn. Stat. §§ 463.15-.261.](#)

[Minn. R. Ch. 1300. Minn. R. 1300.0180.](#)

[Minn. Stat. § 463.26. City of Minneapolis v. Meldahl](#), 607 N.W.2d 168, 171 (Minn.App.2000).

[Minn. Stat. § 463.15, subds. 2, 3.](#)

[Ukkonen v. City of Minneapolis](#), 280 Minn. 494, 160 N.W.2d 249, 250 (1968).

If there is a community health board, it may recommend local ordinances pertaining to community health services to the city council or county board within its jurisdiction.

IX. Hazardous buildings

Minnesota law provides authority and a process to deal with hazardous buildings. This process allows the city to order a property owner to repair or remove a hazardous condition, or in extreme cases, to raze the building. If the owner does not do the work, the city may do so and charge the costs against the property as a special assessment. The law requires that the court oversee or be involved during most of the process. As such, it is very important to work with the city attorney. The city attorney will be needed to draft documents, file court papers, appear in court, and provide specific legal advice throughout the process.

Where applicable, the Minnesota State Building Code requires that all unsafe buildings and structures must be repaired, rehabilitated, demolished, or removed according to the statutory hazardous building provisions.

Hazardous building laws are supplementary to other statutory and charter provisions. This means cities may enact and enforce ordinances on the same subject. Any ordinance that is passed must allow for due process and cannot contradict state law. The city should seek advice from the city attorney if it wishes to adopt this type of ordinance.

A. Characteristics of a hazardous building

State law defines a hazardous building or hazardous property as, “any building or property which because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment

constitutes a fire hazard or a hazard to public safety or health.” A building is defined as, “any structure or part of a structure.” For purposes of this memo, the phrase hazardous building will be used to include hazardous property and structures.

Determining whether a building is hazardous depends on the particular facts of each situation. For example, in one opinion where the Minnesota supreme court upheld a city’s order to raze a hazardous building, the court described the building in question as having the following conditions:

- Unoccupied.
- Badly deteriorated sections of concrete block foundation.
- Decayed and rotted wooden foundation sills.
- Broken, deteriorating, and falling siding.

RELEVANT LINKS:

- Rotted and collapsing roof cornice.
- Large holes in asphalt roof covering.
- Evidence of roof leaks.
- Large holes in the plaster finish of walls and ceilings.
- Many broken window lights.
- Damaged or destroyed window sashes.
- Dry water traps in wash basin and water closet resulting in open sewers.
- Paper, lumber, wood lath, plaster, and debris littering interior of building.

These are not the only conditions that would cause a building to be considered “hazardous.” Rather, these are examples of the types of things that might be present in a hazardous building. While this example shows that there were many problems with this building, there is no formula to determine how many problems make a building hazardous. Again, that depends on the particular situation.

B. Identifying a hazardous building

If the city believes there is a building that may be hazardous, it is a good idea for the city to gather and document information about the building. An inspection of the property may provide information that may help the council determine if the building is hazardous. While inspecting the property, it is helpful to take detailed notes and photographs of what was observed. Because there are constitutional limitations on entering private property, the city should consider how it will lawfully enter the property to make the inspection.

Before the council orders a hazardous condition to be repaired or removed, the council must first make a determination that the building is hazardous. This must be done during an open city council meeting.

At the meeting, it is advisable that the city council consider all the relevant evidence it has, such as any inspection notes or reports, photographs of the property, code violations, and any other information related to the property, including any information provided by the property owner or occupant. It is also advisable to keep in mind the statutory definition and consider how the evidence relates to this definition. There is no rigid formula in how the determination must be structured, but they should be sufficient to make the owner aware of the basis of the decision.

See Section II, *Entering private property*.

LMC information memo, *Meetings of City Councils. Rostamkhani v. City of St. Paul*, 645 N.W.2d 479 (Minn. Ct. App. 2002).

Vue v. City of St. Paul, No. 09-316 (Minn. Ct. App. April 13, 2010)(unpublished opinion).
Minn. Stat. § 463.15.
Ellis v. City of Minneapolis, No. A07-2440 (Minn. Ct. App. Jan. 20, 2009) (unpublished opinion).

RELEVANT LINKS:

[Rostamkhani v. City of St. Paul](#), 645 N.W.2d 479, 484-85 (Minn. Ct. App. 2002).
[CUP Foods, Inc. v. City of Minneapolis](#), 633 N.W.2d 557, 562 (Minn.App.2001).

[Tessmer v. City of St. Paul](#), No. A07-2349 (Minn. Ct. App. Dec. 16, 2008) (unpublished opinion).

See Section III, *Due process*.

[Minn. Stat. § 463.151](#).

[Minn. Stat. § 463.15, subd. 4](#).

[Minn. Stat. § 463.151](#). [Minn. Stat. § 463.21](#). [Minn. Stat. §§ 429.061-.081](#).
See Section IX-D-4, *Recovering costs*.

LMC information memo, [Special Assessment Toolkit](#).

See Section IX-D, *Removal or repair by order*.

The decision to repair or remove a hazardous condition, or to raze a building, must not be arbitrary or capricious. A decision is arbitrary or capricious if it is unreasoned and does not consider the facts and circumstances of the situation. Said another way, the city’s decision must be reasoned and supported by substantial evidence.

It is a good idea for the council to keep a detailed record of the discussion, the evidence considered, and the ultimate decision that was reached based on the evidence considered. This record will help the city defend its decision if it is later challenged in court.

Although the law does not explicitly require the property owner to be notified of the council consideration of the property, it is advisable to take steps to ensure the property owner’s due process rights are respected. One way to do this may be to notify the property owner that the issue will be discussed and to allow the owner a chance to speak with the council and provide any evidence or information that he or she may have. Notice to tenants as well as lien-holders may also be advisable. Notice may also lead to self-remedy of the hazardous conditions.

C. Removal or repair by consent

One method of dealing with a hazardous condition or building is to approach the property owner to ask him or her to voluntarily repair or remove the hazardous condition or to raze the hazardous building. If the owner will not or cannot voluntarily repair or remove the hazardous condition, the city may obtain written consent of all owners of record, occupying tenants, and all lien-holders of record that allows the city to make the repair or remove the hazardous condition. The “owner,” “owner of record,” and “lien-holder of record” are persons that have a right or interest in the property and have recorded their interest with the county recorder or registrar of titles in the county where the property is located.

If the city does the work, the costs that the city incurs in repairing or removing the hazardous condition are charged against the property as a lien against the real estate. This lien is levied and collected as a special assessment.

The city council may provide that the assessment may be paid in five or fewer equal annual installments with interest at 8 percent per year. As an alternative to the lien, the city can recover the costs by obtaining a court judgment against the owner of the real estate.

If the property owner voluntarily remedies the problem, or if the city obtains consent and remedies the problem, the city may be able to avoid the lengthy process used when there is no consent. However, neither of these options is required by law.

RELEVANT LINKS:

[Village of Zumbrota v. Johnson](#), 280 Minn. 390, 161 N.W.2d 626 (Minn. 1968).

[City of Wells v. Swehla](#), No. C3-00-319 (Minn. Ct. App. Oct. 17, 2000) (unpublished decision). [In the Matter of a Hazardous Building Located at 303-5th Ave. NE, in the City of Cambridge](#), No. C3-99-1382, 2000 WL 136017 (Minn. Ct. App. Feb. 8, 2000) (unpublished decision).

[Minn. Stat. § 463.16](#), [Minn. Stat. § 463.17](#), subd. 1. [Order for Repair or Removal of Hazardous Conditions](#), LMC Model Resolution. [Order to Raze a Hazardous Building](#), LMC Model Resolution.

[Minn. Stat. § 463.18](#).

[In the Matter of a Hazardous Building Located at 303-5th Ave. NE, in the City of Cambridge](#), No. C3-99-1382, 2000 WL 136017 (Minn. Ct. App. Feb. 8, 2000) (unpublished decision). [Village of Zumbrota v. Johnson](#), 280 Minn. 390, 161 N.W.2d 626 (Minn. 1968).

The city may choose not to use these options, but rather proceed straight to removal or repair by order. Similarly, if the city's attempts to use these two methods fail, the city may proceed by ordering the repair or removal.

D. Removal or repair by order

The Minnesota supreme court has said that a city should use its authority under the hazardous building process prudently in order to avoid unnecessary infringement on the property owner's rights. The city must be especially cautious when ordering a hazardous building to be razed. Minnesota courts have further stated that, although the statute gives the city the discretion to decide whether a building should be removed or repaired, destruction of a hazardous building should not be authorized unless it can be shown that the hazardous conditions cannot be removed or repaired. Therefore, the property owner should be given a reasonable amount of time to repair or remove the hazardous conditions. Failure to make repairs or remove hazardous conditions may be grounds to allow the city to demolish the building.

1. The order to remove or repair

If the council determines a building is hazardous, the council may adopt an order declaring the building to be hazardous and ordering the owner to repair or remove the condition or raze the building. The order is usually done by resolution. The order to repair or remove a hazardous condition or to raze a hazardous building must be in writing and must:

- Recite the grounds or basis for the order.
- Specify the necessary repairs, if any, and provide a reasonable time to comply with the order.
- State that a motion for summary enforcement of the order will be made to the district court of the county in which the hazardous building or property is situated unless corrective action is taken, or unless an answer is filed within the time specified in Minn. Stat. § 463.18, which is 20 days.

In preparing the order, it is important that the city take care to specify the necessary repairs. The order must be specific enough to give the property owner notice of the alleged hazardous conditions. One way to do this is to list the hazardous conditions individually in an explanatory manner. A general statement that the owner "must eliminate hazardous conditions" is likely not specific enough.

RELEVANT LINKS:

[Minn. Stat. § 463.17, subd. 2.](#)

[Minn. Stat. § 463.15, subd. 4.](#)

[Minn. Stat. § 463.17, subd. 2.](#)

LMC information memo,
Newspaper Publication.

[Minn. Stat. § 469.201-.207.](#)

[Minn. Stat. § 463.24.](#)

[Minn. Stat. § 463.24.](#) [Minn. Stat. § 463.21.](#)

The council’s order must be served upon the property owner of record, or the owner’s agent if an agent is in charge of the building, any occupying tenants, and all lien-holders of record. (“Owner,” “owner of record,” and “lien-holder of record” are any people that have a right or interest in the property and evidence of this interest is recorded in the office of the county recorder or registrar of titles in the county where the property is situated).

The service of the order must be done in the same manner as the service of a summons in a civil court action. To make sure the order is properly served, the city may hire a professional process server.

If the owner cannot be found, the order is served by posting it at the main entrance to the building. In addition to posting, the order must be published for four weeks in the official city newspaper; if there is no official city newspaper, then the order is published in a legal newspaper in the county.

A city with a Targeted Neighborhood Revitalization Program may assess a penalty of up to 1 percent of the market value of the real property for any building in the city that the city determines to be hazardous. Because there are statutory requirements that must be met in order to do so, the city should work with its city attorney.

a. Removal of personal property and fixtures

If personal property or fixtures are in the building, the city may address these items in the order. Personal property is anything that is subject to ownership that is not classified as real property. Some examples of personal property are furniture, clothing, and televisions. A fixture is an item of personal property that is attached to the property or building and is considered part of the building. Some examples of fixtures are built-in appliances, water heaters, and cabinets.

If personal property or fixtures will unreasonably interfere with the work to be done, or if the razing or removal makes removal of the property necessary, the order may direct the removal of the personal property or fixtures within a reasonable amount of time.

If the property or fixtures are not removed in the specified timeframe and the council enforces the order, the council may sell any valuable personal property, fixtures, or salvage at a public auction after three days posted notice. If the items do not have any appreciable value, the council may have them destroyed.

RELEVANT LINKS:

[Minn. Stat. § 463.18. Minn. Stat. § 463.20.](#)

[Minn. Stat. § 463.19.](#)

[Minn. Stat. § 463.20.](#)

[Minn. Stat. § 557.02.](#)

[Minn. Stat. § 463.20. *In the Matter of a Hazardous Building Located at 303-5th Ave. NE, in the City of Cambridge*, No. C3-99-1382, 2000 WL 136017 \(Minn. Ct. App. Feb. 8, 2000\) \(unpublished decision\). *City of Wells v. Swehla*, No. C3-00-319 \(Minn. App. Oct 17, 2000\) \(unpublished decision\).](#)

[Minn. Stat. § 463.20.](#)

2. Responding to the order

Once the order is served on the appropriate people, any one of those people may contest the order. This is done by “answering” the order. The answer must specifically deny the facts in the order that are disputed. The answer to the order must be served within 20 days from the date the order was served. The answer is served in the manner provided for the service of an answer in a civil court action. When an answer is filed, the court will become involved like any other law suit. This situation is called a “contested case.”

If no one answers the order, the proceedings are a “default case.” Although there may be no answer to the order, the city must still seek a court judgment to enforce the order.

a. Court judgment: Contested case

Where an answer to the order is filed, the proceedings are treated like any other civil action, except this type of action has priority over all other pending civil actions. A contested case has the attributes of a civil law suit, such as filing documents with the court, gathering evidence, and a trial.

Because this type of case deals with a person’s interest in his or her real property, it is a good idea for the city to file a “lis pendens” with the county recorder at the start of the case. The lis pendens filing gives potential purchasers notice about the hazardous building proceedings. A lis pendens must include the names of the parties in the suit, the object of the law suit, and a description of the real property involved. At the end of the proceeding, it is a good idea to file a notice that the lis pendens is discharged.

After a trial, the court may or may not uphold the order issued by the city. The court may modify the order, including adding other hazardous conditions that need to be repaired or removed, so long as there is evidence to support the change. When considering the city’s order, the district court must consider the possibility of repairing the building.

If the court upholds the order, with or without modification, the court enters judgment in favor of the city. The court also sets a time in which the hazardous condition must be repaired or removed or the building must be razed in compliance with the order. If the court does not uphold the order, the court annuls the order and sets it aside. Either way, the court administrator must mail a copy of the judgment to everyone originally served with the order.

RELEVANT LINKS:

[Minn. Stat. § 463.161.](#)

[Minn. Stat. § 463.19.](#)
[Minn. Stat. § 463.17, subd.3.](#)

[Minn. Stat. § 463.17, subd.3.](#)
[Minn. Stat. § 557.02.](#)

[Minn. Stat. § 463.19.](#)

[Minn. Stat. § 471.345.](#)

If the court issues an opinion that gives the property owner a specified amount of time to fix or remove the hazardous conditions, the city generally cannot take action in that time period unless the order so authorizes. The city may ask the court to require the property owner to provide the city with ongoing access to inspect the progress and work. Generally, if at the end of the time period the owner has not fixed or removed the hazardous conditions, the city may repair or remove the hazardous condition or raze the hazardous building. Consult the city attorney to determine if any additional court orders are necessary.

b. Court judgment: Default case

If no one files an answer to the city’s order, it becomes a default case. The city still needs to ask the court to enforce the city’s order. This is done by a motion to enforce the order.

A motion is a type of court hearing where the city asks the court to do something. At least five days before filing the motion to enforce the order, the city must file a copy of the order and proof of service with the court administrator of the district court of the county where the hazardous building is located.

At the time of filing the order and proof of service with the district court, the city must also file a lis pendens notice with the county recorder or registrar of titles. This is called a “lis pendens.” The notice should also include the names of the parties and the purpose of the action. If the city abandons the hazardous building order proceeding, it must file a notice to that effect with the county recorder within 10 days. At the end of the proceeding, the city should file a notice that the lis pendens is discharged.

There will be a court hearing on the motion to enforce the order. The city will present any evidence that the court requires. The court may then affirm or modify the order and enter judgment accordingly. The court will also set a time after which the council may enforce the order. The court administrator will mail a copy of the judgment to all people who were served with the original order.

3. Doing the work

If the city is authorized by the court to remove or repair a hazardous condition or to raze a hazardous building, the city council will need to determine the best way to get the work done. In some circumstances, city employees may be able to do the work. In other situations, the city council may need to hire someone to do the work. Depending on the work to be done, the competitive bidding laws may apply.

RELEVANT LINKS:

[Minn. Stat. § 463.21. Minn. Stat. § 463.24.](#)

[Notice for Public Auction, LMC Model Notice Form.](#)

[Minn. Stat. § 463.22. Adopting an Expense Report, LMC Model Resolution.](#)

[Minn. Stat. § 463.22.](#)

[Minn. Stat. § 463.22. City of Delano v. Abene, No. C0-01-983 \(Minn. Ct. App. Dec. 11, 2001\)\(unpublished decision\). City of Litchfield v. Schwanke, 530 N.W.2d 580 \(Minn. Ct. App. 1995\).](#)

[Minn. Stat. § 463.22.](#)

[Minn. Stat. § 463.161, subd. 3. Minn. Stat. § 463.21. Minn. Stat. §§ 429.061-.081. LMC information memo, Special Assessment Toolkit. Gadey v. City of Minneapolis, 517 N.W.2d 344 \(Minn. Ct. App. 1994\).](#)

When doing the work to remove or repair a hazardous condition or raze a hazardous building, there may be personal property or fixtures that need to be removed. If the original order included a provision ordering the property owner or tenant to remove personal property or fixtures, and the owner did not comply with the provisions in the order, the city may remove the property and fixtures. It is a good idea to keep an inventory of all items removed from the property so that the city has a record if questions arise later about what was removed. The city may also sell any salvage materials at the public auction. The auction must be posted for three days prior to the auction. If the items have no appreciable value, the city may destroy them.

4. Recovering costs

Throughout the hazardous building process, the city must keep an accurate account of the expenses it incurs in carrying out and enforcing the order. At a minimum, this account must include the following expenses:

- Filing fees.
- Service fees.
- Publication fees.
- Attorney's fees.
- Appraisers' fees.
- Witness fees, including expert witness fees.
- Traveling expenses incurred by the municipality from the time the order was originally made.

This is not an exhaustive list of expenses, so other expenses incurred by the city should also be included. The city must credit the account with the amount received, if any, from the sale of the salvage, building, or structure.

The city must report any actions it has taken under the order, including a statement of money received and expenses incurred, to the court for approval and allowance. Upon examination, the court may correct the expenses and determine the amount the city is entitled to receive. The court may also determine the reasonableness of the expenses. Then the court allows the expense account.

Even where a court has significantly modified the original city order, the city may be awarded expenses. If the amount received from the sale of salvage or property does not equal or exceed the amount of expenses allowed by the court, the court's judgment will certify the deficiency to the city clerk for collection. The owner or another interested party must pay the deficiency amount by October 1.

RELEVANT LINKS:

[Minn. Stat. § 463.21.](#)

[Minn. Stat. § 463.22.](#)

[Minn. Stat. § 463.23.](#)

[Minn. Stat. § 463.152.](#)
[Minn. Stat. ch. 117.](#)
Handbook, *Comprehensive Planning, Land Use, and City-Owned Land*.
Powell v. City of Clearwater, 389 N.W.2d 206 (Minn. Ct. App. 1986).

[Minn. Stat. § 463.152.](#) [Minn. Stat. ch. 117.](#)
Handbook, *Comprehensive Planning, Land Use, and City-Owned Land*.

The city cannot add on a penalty to this amount. If the payment is not made by October 1, the clerk must certify the amount of the deficiency amount to the county auditor to be entered on the county tax lists as a special assessment against the property.

The deficiency is collected in the same manner as other taxes. The amount collected by the county must be paid into the city treasury. The city council may provide that the assessment may be paid in five or fewer equal annual installments with interest at 8 percent per year.

An alternative to using a special assessment against the property is to recover the costs by obtaining a court judgment against the property owner.

If the amount received for the sale of the salvage or the building exceeds the allowed expenses incurred by the city, and there are delinquent taxes against the property, the court will direct that the excess shall be paid to the county treasurer to be applied to the delinquent taxes. If there are no delinquent taxes, the court will direct the surplus to be paid to the owner.

The net proceeds of any sales of property, fixtures, or salvage must be paid to the persons designated in the judgment in proportion to their interest. Accepting this payment waives all objections to the payment and the proceedings. If any party to whom a payment of damages is made is not a resident of the state, or the place of residence is not known, the party is an infant or under a legal disability, refuses to accept payment, or if it is doubtful to whom the payment should be made, the city may pay the amount to the clerk of courts to be paid out under the direction of the court. Unless there is an appeal to the payment, the deposit with the clerk is considered a payment of the award.

E. Eminent domain for hazardous buildings

As an alternative to the hazardous building process discussed above, the city council may use its eminent domain authority. The city's eminent domain authority allows the city to take (or condemn) private property for public use. The city must pay the landowner reasonable compensation. Essentially, this is a way to require that an owner sell his or her land to a city. This procedure requires a formal court action. However, the city does not need to use the eminent domain process in order to repair or remove a hazardous condition or building.

The city may use eminent domain to acquire any hazardous building, real estate on which any such building is located, or vacant or undeveloped real estate which is found to be hazardous within the meaning of the hazardous building laws in order to maintain a sufficient supply of adequate, safe, and sanitary housing and buildings used for living, commercial, industrial, or other purposes or any combination of purposes.

RELEVANT LINKS:

[Minn. Stat. § 463.152. Minn. Stat. § 117.025.](#)

[Minn. Stat. § 609.74.](#)

[Minn. Stat. § 117.0412.](#)

[Minn. Stat. § 463.261. Minn. Stat. §§ 117.50-.56. *In re Wren*, 699 N.W.2d 758 \(Minn. 2005\) distinguished by, *Instant Testing Co. v. Community Security Bank*, 715 N.W.2d 124 \(Minn. Ct. App. 2006\).](#)

Although the hazardous building laws declare the acquisition of a hazardous building and real estate, by state statutes, is to be a public purpose, it seems that is not enough. This is because in 2006 the state legislature made changes to the eminent domain laws that limited the purposes for which eminent domain may be used. When using eminent domain for a hazardous building, the city must have a public purpose under eminent domain law. The removal of a public nuisance is a specific public purpose defined by law. Therefore, it seems that if the city wishes to use eminent domain for a hazardous building, it would need to establish the building is a public nuisance or meets one of the other public purposes defined in state law.

When making findings that a hazardous building is a public nuisance, it is a good idea to keep in mind the statutory definition of a public nuisance. A public nuisance is defined as:

- Maintaining or permitting a condition which unreasonably annoys, injures, or endangers the safety, health, morals, comfort, or repose of any considerable number of members of the public.
- Interfering with, obstructing, or rendering dangerous for passage any public highway, right-of-way, or waters used by the public.
- Any other act or omission declared by law to be a public nuisance.

There are other requirements, including hearing requirements, which must be followed when using eminent domain to acquire property. Therefore, the city should work closely with the city attorney to ensure all requirements and procedures are properly followed.

All buildings and real estate upon which buildings are located acquired by eminent domain are acquisitions for the purposes of reestablishment and relocation benefits. Both state and federal law protect property owners and tenants who are required to move because of an eminent domain proceeding. The city, or condemning authority, must pay relocation costs for the people who must move.

Whether it is desirable for the city to use eminent domain instead of the statutory hazardous building process depends on what end result the city would like to accomplish. For example, if the city wants to acquire the property for a public use, the city may find the eminent domain process more suitable for the situation.

On the other hand, if the city does not want to acquire the property, eminent domain may be less suitable for the situation. The city attorney will be able to assist the city in determining whether or not it is desirable to use eminent domain for a hazardous building.

RELEVANT LINKS:

X. Conclusion

Cities have a variety of tools to use when they need to deal with properties that are hazardous or pose health risks. The city will need to evaluate the different options and determine which tool best fits the needs of the particular situation. By using the tools outlined in this memo, they can make buildings in the city safer for residents.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider expiration of the COVID-19 Temporary Employee Leave Policies
Background Information:	<p>On January 12, 2021, the Council approved an extension of the two Temporary COVID-19 Employee Leave Policies. At that January meeting, the Council requested that these policies be brought back in March to determine whether to continue or expire them. As written, these policies expire today, March 23, 2021, unless an extension is approved by the Council. Attached are a copy of the policies.</p> <p>Staff are recommending the Council consider expiration of the policies.</p> <p>Employee utilization of these leave benefits has declined since 01/01/2021. Five (5) employees have required either sick leave time or a telework arrangement due to COVID-19. Of these, three (3) employees utilized the Emergency Paid Sick Leave (EPSL) benefit. No employees have requested to use the Public Health Emergency Leave (E-FMLA) since January 1st.</p> <p>Employees working in our most customer-facing positions---police officers, firefighters, and liquor store employees, either have already had or are currently eligible to receive the vaccine. These employees make up 45% of our workforce. Some employees in other departments have also already had an opportunity to become vaccinated due to age or other health factors. Additionally, all governors in the U.S. have been ordered to make all adults eligible for the vaccination by May 1; therefore, it is anticipated that by May 30, all employees, as well as the general public over age 18, will have had an opportunity to be vaccinated.</p> <p>In order to protect the health of our employees and customers, the City has been proactive in working with employees who are ill or are otherwise impacted by COVID-19. When the pandemic began, full-time employees were permitted to utilize their available sick leave accruals in the event of a school or daycare closing due to COVID-19. Staff intend to continue this practice, unless otherwise directed by the Council.</p> <p>If, however, the Council desires to extend the policies, it is recommended no other language changes occur. If an extension is approved, the policies must be administered in accordance with the Families First Coronavirus Relief Act and American Rescue Plan Act.</p>
Fiscal Impact:	
Alternative/ Variations:	that the Council approves an extension of the Temporary COVID-19 Employee Leave Policies through June 30, 2021.
Recommendations:	The Policies expire on 03/23/2021 (today) as written. No action is required to expire the two Temporary COVID-19 Employee Leave Policies.

CITY OF MARSHALL

TEMPORARY COVID-19 EMPLOYEE LEAVE POLICIES

Adopted by the City Council on April 14, 2020

Emergency extension through January 12, 2021 by Resolution of the Mayor on December 28, 2020

Policy extension adopted by the City Council on January 12, 2021

Introduction and Purpose

In response to the COVID-19 outbreak, the federal government passed the Families First Coronavirus Response Act (FFCRA), which includes two types of paid emergency leave:

- Emergency Paid Sick Leave; and
- Public Health Emergency Leave (an expansion of the federal Family and Medical Leave Act (FMLA)).

In response to changes in federal law, the City of Marshall (the “City”), voluntarily adopts the two temporary policies described below, retroactive to April 1, 2020, and to expire on March 23, 2021.

These policies are in addition to the City’s existing leave policies. The purpose of these policies is to allow employees to care for their own health needs and/or those of their family members.

Emergency Paid Sick Leave Policy

This Emergency Paid Sick Leave Policy provides paid protection to employees who are unable to work due to complications related to COVID-19. This policy is effective April 1, 2020 through March 23, 2021.

Eligibility

All current employees of the City who have been employed for a least one calendar day as of April 1, 2020 are eligible for leave under this policy. The eligibility of emergency responders will be determined on a case-by-case basis by the City Administrator. The City reserves the right to approve, deny, and/or rescind leaves requested by emergency responders.

Qualifying Reasons

Eligible employees may use this leave if they are unable to work (on-site) or telework because they are:

1. Subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. Advised by a health care provider to self-quarantine related to COVID-19.
3. Experiencing symptoms of COVID- 19 and seeking a medical diagnosis.
4. Caring for an individual who is subject to a quarantine or isolation order (by federal, state, or local order), or as advised by a health care provider.
5. Caring for your son or daughter, whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.

6. Experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Length of Leave

Full-time regular employees are entitled to a maximum of 80 hours of Emergency Paid Sick Leave.

Part-time employees, including variable hour, paid-on-call, temporary, seasonal, and interns are entitled to leave for his/her average number of hours worked during a typical two-week period. The two-week period shall be determined by the City.

Employees using Emergency Paid Sick Leave for qualifying reasons (1)-(4), and (6) must take paid sick leave in full-day increments until either: 1) the full amount of leave is exhausted; or 2) there is no longer a qualifying reason for taking paid sick leave. Employees who are able to telework may use Emergency Paid Sick Leave for qualifying reasons (1)-(4), and (6) in partial-day increments upon approval of the Division Director and the City Administrator. Additionally, under these conditions an employee may also qualify for FMLA, which shall run concurrently with Emergency Paid Sick Leave, and all other regular FMLA policies and procedures shall apply.

Employees using Emergency Paid Sick Leave for qualifying reason (5), to care for a child(ren) whose school or place of care is closed or unavailable due to COVID-19 precautions, may use the Emergency Paid Sick Leave intermittently or on a reduced schedule with the approval of the employee's Division Director and the City Administrator. Additionally, under this qualifying reason, the employee may also be entitled to leave under the Public Health Emergency Leave Policy, described below.

An employee may qualify for leave under two or more qualifying reasons, but each employee is only eligible for a maximum of 10 workdays (80 hours for a full-time employee) of Emergency Paid Sick Leave.

Pay and Benefits

Under qualifying reasons (1), (2), and (3) an employee is paid 100% of their regular rate of pay up to \$511 per day (\$5,110 in the aggregate).

Under the qualifying reasons (4), (5), and (6) an employee is paid 2/3 of their regular rate of pay, up to \$200 per day (\$2,000 in the aggregate). Under the qualifying reasons (4), (5), and (6), an employee may elect to supplement the 2/3 of regular rate pay with accrued vacation, sick, comp time, personal time, or floating holiday, not to exceed 100% of their normal weekly earnings.

Employees who have elected group health coverage under the City's plans will continue receiving that coverage while on leave. Employees must continue to make their normal contributions to the cost of health coverage.

Regular Rate of Pay

The City shall calculate the employee's regular rate of pay in accordance with section 7(e) of the Fair Labor Standards Act of 1938.

Process

An employee who requests leave under this policy shall notify his/her direct supervisor as soon as practically possible and comply with normal call-in procedures. The employee should complete the

Emergency Paid Sick Leave Request Form. Leave requests shall be submitted to the Human Resources Manager, who shall make all eligibility determinations.

The City may require supporting documentation, including a notice from a medical provider, or notice of closure or availability from the employee's child's school, place of care, or child care provider.

An employee who unilaterally decides to self-quarantine for an illness without medical advice, even if he/she has COVID-19 symptoms, is not eligible for Paid Sick Leave under this law.

An employee on leave must follow normal department call-in procedures to report absences, unless otherwise directed by a supervisor. An employee on leave must report their status and intent to return to work to their supervisor, as directed.

Public Health Emergency Leave Policy

This Public Health Emergency Leave policy is a temporary expansion of the federal Family and Medical Leave Act (FMLA) to provide pay and benefit protection to employees who are unable to work because they are caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions. This policy is effective April 1, 2020 through March 23, 2021.

Eligibility

All current employees of the City who have been employed for at least 30 calendar days prior to their leave request are eligible for benefits under this policy. The eligibility of emergency responders will be determined on a case-by-case basis by the City Administrator. The City reserves the right to approve, deny, and/or rescind leaves requested by emergency responders.

Qualifying Reasons

Eligible employees qualify for this policy if they are unable to work (on-site), or telework, because they are caring for a son or daughter whose school or place of care has been closed, or the child care provider is unavailable, due to COVID-19 precautions.

Duration

Employees are eligible for up to 12 weeks of leave under this policy. However, eligibility depends on the employee's remaining FMLA leave balance. Employees may take a total of 12 work weeks for FMLA or Public Health Emergency Leave reasons during a 12-month period measured forward from the first date of FMLA or Public Health Emergency Leave usage.

Reduced Schedule

Leave under this policy may be used intermittently or on a reduced schedule with the approval of the employee's Division Director and City Administrator. Additionally, the employee may qualify for leave under the Emergency Paid Sick Leave Policy, described above.

Pay and Benefits

The first 10 workdays of Public Health Emergency Leave under the FFCRA are unpaid. However, during the first 10 workdays, an employee may elect to substitute Emergency Paid Sick Leave, if available, or

their own leave accruals (e.g., vacation, sick, personal leave, comp time, or floating holiday), or a combination of both, not to exceed 100% of their normal weekly earnings.

After the first 10 workdays of leave, the employee is eligible for up to 10 weeks of Public Health Emergency Leave at 2/3 their regular rate of pay, up to \$200 per day (no more than \$10,000 total). The City will require employees to utilize their existing paid leave accruals to supplement the remaining 1/3 pay from their vacation, comp time, personal leave, or floating holiday accruals concurrent with the leave time taken, the combination of both not to exceed 100% of their normal weekly earnings. An employee may elect, but is not required, to utilize accrued sick leave for Public Health Emergency Leave. All available leave accruals, except sick and funeral leave, must be utilized during the period of paid Public Health Emergency Leave. Where available leave accruals are exhausted, the employee will be paid at 2/3 of their regular rate of pay, up to \$200 per day (no more than \$10,000 total).

Employees who have elected group health coverage under the City's plans are entitled to continue that coverage while on leave. Employees must continue to make his/her normal contributions to the cost of group health coverage.

Regular Rate of Pay

The City shall calculate the employee's regular rate of pay in accordance with section 7(e) of the Fair Labor Standards Act of 1938.

Process

The employee should give the City as much notice as practically possible and comply with normal call-in procedures. The employee must complete the Public Health Emergency Leave Request Form. Leave requests shall be submitted to the Human Resources Manager, who shall make all eligibility determinations.

The City may require supporting documentation, for example, a notice of closure or availability from the child's school, place of care, or child care provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to the City from an employee or official of the school, place of care, or child care provider.

All existing certification requirements under the non-emergency FMLA policy remain in effect if the employee is taking leave for one of the existing qualifying reasons under the non-emergency FMLA Policy (see Employee Personnel Policy Manual).

Definitions

The following definitions apply to both leave policies under the FFCRA.

Child care provider: a "child care provider" is someone who cares for your child. This includes individuals paid to provide child care, like nannies, au pairs, and babysitters. It also includes individuals who provide child care at no cost and without a license on a regular basis, for example, grandparents, aunts, uncles, or neighbors.

Health care provider: the term as used to determine individuals whose advice to self-quarantine due to concerns related to COVID-19 can be relied on as a qualifying reason for paid sick leave, means a licensed doctor of medicine, nurse practitioner, or other health care provider permitted to issue a certification for purposes of the FMLA.

Caring for an individual subject to a quarantine or isolation order: an “individual” includes an immediate family member or someone who regularly resides in your home. You may also take paid sick leave to care for someone if your relationship creates an expectation that you would care for the person in a quarantine or self-quarantine situation, and that individual depends on you for care during the quarantine or self-quarantine.

Son or daughter: is your own child, which includes your biological, adopted, or foster child, your stepchild, a legal ward, or a child for whom you are standing in loco parentis—someone with day-to-day responsibilities to care for or financially support a child. Under the FFCRA a “son or daughter” is also an adult son or daughter (i.e., one who is 18 years of age or older), who (1) has a mental or physical disability, and (2) is incapable of self-care because of that disability.

Additional Information

The following additional conditions apply under these policies:

- Unused leave benefits available under these policies expire on March 23, 2021 and will not carry over to the following calendar year, nor shall they be paid out to an employee in any form of cash, or used in any manner other than what is stated in this policy.
- Once an employee exhausts the eligible leave benefits under these policies, the City’s existing leave policies will apply.
- Where there is a conflict between these policies and an existing City policy, these policies control.
- These policies are not retroactive.

For more information employees may contact the Human Resources Manager or visit the U.S. Department of Labor website at <https://www.dol.gov/agencies/whd/pandemic/ffcra-questions>.

These leave policies will be administered in accordance with the law.

POLICIES	Emergency Paid Sick Leave (EPSL)	Public Health Emergency Leave (E-FMLA)
Summary	<i>Employee absences due to COVID-19 illness or exposure</i>	<i>Absences due to COVID for employees who are unable to work because: 1) a child's school or place of daycare is closed due to COVID-19, or 2) daycare provider is unavailable due to COVID-19</i>
Continue Policy	<p>Maximum of 80 hours of paid time off. (pro-rated for part-time employees)</p> <p>The 80-hour bank is retroactive to 04/01/2020. OR The 80-hour bank may be "re-set" on 04/01/2021 in accordance with the American Rescue Plan Act.</p>	<p>Eligible employees may take a maximum of 12 weeks of leave time.</p> <ul style="list-style-type: none"> The first 10 working days of leave are not paid—employee <i>may</i> use existing leave accruals or substitute EPSL. Thereafter, employee is eligible for a maximum of 10 weeks at 2/3 of their regular rate of pay, up to \$200 per day. Employees are required to utilize accruals for the remaining 1/3.
Expire Policy	<p>Full-time: required use of available leave accruals (vacation, sick, etc.) for absences.</p> <p>Part-time: Absences due to COVID-19 would be unpaid.</p>	<p>Full-time: required use of available leave accruals (vacation, sick, etc.) for absences.</p> <p>Part-time: Absences due to COVID-19 would be unpaid.</p>

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Entering into Agreement for City of Marshall 2021 Comprehensive Plan.
Background Information:	<p>At its November 24, 2020 meeting, the City Council authorized staff to advertise a request for proposal for the new City of Marshall Comprehensive Plan. The Request for Proposal was posted on the City’s website and social media and advertised on the League of Minnesota Cities website.</p> <p>At its January 26, 2021, the Council established the Comprehensive Plan Proposal Review Committee for review of proposals, which were due on February 3, 2021. The established Committee included two Council members (Dr. Steve Meister and Don Edblom), one Planning Commission member (Amanda Schroeder), one EDA Board member (Dan Herrmann), one Chamber of Commerce representative (Eric Eben), and two City staff (Lauren Deutz and Ilya Gutman).</p> <p>Five proposals were received by the due date as follows: Bolton & Menk, MSA Professional Services, Inc., Praxis Strategy Group, Short Elliott Hendrickson Inc. (SEH), and SRF Consulting Group. At this time only the names of the responders are considered public data; all other data in the proposals received are considered private and non-public until the City completes negotiations with the selected vendor. All proposals and the summary score sheet have been provided to the Council for review and considerations.</p> <p>The Committee first met on February 19, 2021, and reviewed the scoring sheet compiled by staff. All proposals were sent out shortly thereafter and scored by the Committee members based on merit and technical issues only. Each firm included a separate cost envelope along with their proposals; however, these cost envelopes were not open until after the first round of scoring. At the next meeting on March 8, 2021, the Committee discussed all proposals and summarized all evaluations. Proposal from one firm was unanimously found to be too weak and not worthy consideration. The other four proposals were all deemed very close; in fact, the difference in scores between them was within 3 percent. The next Committee meeting took place on March 10, 2021; this time discussion included costs considerations, but three proposals suggested almost identical cost and the fourth one was just slightly more expensive. The discussion centered on proposals’ inclusions and additional costs. At the end, the decision was to limit consideration to just two firms, mostly based on the number of hours they included in their proposals and covered Plan components. Finally, at its March 17, 2021 meeting, the Committee decided to recommend SRF Consulting Group to the Council, mostly on the basis of cost and included hours.</p> <p>In order to provide the City with flexibility, Request for Proposals requested to exclude certain Comprehensive Plan elements and provide separate costs for including them as alternates. Request for Proposal also asked for a separate cost of a meeting as a unit price, in case the City would want to add more meetings to the</p>

	<p>contract. Staff believe that it may be beneficial to include the Ordinance review in the scope of work and revise at least several meetings from virtual to on-site format (proposal includes all meetings in virtual format). Other additional elements for the Council to consider are Housing, Utilities, and Transportation. The Request for Proposal included provisions allowing the City to negotiate with the respondents to contract terms acceptable to the City.</p> <p>The last complete City of Marshall Comprehensive Plan was done in 1996. It was partially updated in 2004, and there have been no revisions nor updates since that time. General recommendation is to update comprehensive plans every 10 to 15 years, and the current Comprehensive Plan is over 16 years old even if we consider the 2004 partial update. Out of all comparable cities, Marshall seems to have the oldest Comprehensive Plan. It is becoming increasingly difficult to conduct zoning operations, development, and enforcement, considering how much the conditions in the city have changed since 1996 and even since 2004. According to the League of Minnesota Cities, a comprehensive plan is an expression of the community's vision for the future and a strategic map to reach that vision. It is an important tool to guide future development of land to ensure a safe, pleasant, and prosperous environment. The process of its adoption also creates an extensive opportunity for residents to participate in guiding community's future and all proposals include extensive public participation provisions.</p> <p>The schedule proposed by staff called for draft submittal by the end of November 2021 and final Plan ready by the end of February 2022. These dates may change slightly in the process of contract negotiations, but it should not be a significant change.</p>
Fiscal Impact:	\$65,000 to include base Comprehensive Plan as proposed and any additional features found beneficial by staff and negotiated with the vendor. Project costs would be financed through General Fund reserves.
Alternative/ Variations:	Include additional Plan elements after discussion.
Recommendation:	that the Council accepts the proposal for the new City of Marshall Comprehensive Plan from SRF Consulting Group with the base cost of \$59,923 and authorize staff to enter into contract negotiations with additional \$5,000 allowance to provide for flexibility with the type and number of meetings and some additional Plan inclusions.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Agreement for the Transfer of Airport Federal Entitlement Funds and Authorize Execution and Filing of FAA Form 5100-110.
Background Information:	<p>The Airport receives \$150,000 annually in FAA entitlement funding. Those funds may be accumulated for up to four years. This caps the availability of federal entitlements at \$600,000, unless entitlement transfers are utilized. The Airport currently has \$600,000 available in 2021, of which \$150,000 will expire if not used or transferred this year.</p> <p>The City of Marshall desires to construct a new Snow Removal Equipment (SRE) and Maintenance Equipment Storage Building at the Southwest Minnesota Regional Airport. The existing building has outlived its useful life, and does not adequately accommodate all airport maintenance equipment storage needs. The new facility is planned to be constructed on the East Building Area of the airport, as shown on the recently completed Airport Master Plan.</p> <p>A joint city fire station and ARFF (Aircraft Rescue and Fire Fighting) facility is ultimately planned to be co-located on the site with the SRE/Maintenance Building. The facilities would share common use amenities and utilities.</p> <p>The Project has been identified on the airport CIP for several years. Below is the proposed timeline in the most recent airport CIP.</p> <p>Project Timeline Phase 1 – 2021: Preliminary Design Study and Funding Plan Phase 2 – 2022: Design and Site Preparation Phase 3 – 2023: Construction</p> <p>Based on this timeline, the City’s consultant, TKDA, is proposing that two entitlement transfers will be performed, one in 2021, and one in 2022, to ensure that those entitlements do not expire. These entitlement transfers will provide the City and TKDA with enough time to prepare the necessary pre-project planning documents to secure state aeronautics funding while also helping the City to secure enough FAA entitlement funds to facilitate the construction of this improvement in 2023. John Peterson of TKDA will be present at the meeting to help address questions from our Council.</p>
Fiscal Impact:	Please see attached “SRE/Maintenance Building Development Plan” as prepared by TKDA.

Alternative/ Variations:	No alternative actions recommended.
Recommendation:	<p>Recommendation No. 1: that the Council authorize the execution of the attached “Agreement between the City of Marshall, Minnesota, and the City of Dodge Center, Minnesota” for the transfer of 150,000 of MML Airport 2021 Federal Entitlement Funds to Dodge Center in 2021 for use on reconstructing hangar taxilanes. Dodge Center will in turn transfer back to Marshall \$150,000 in entitlements in 2023.</p> <p>Recommendation No. 2: that the Council authorize the transfer of Airport Federal Entitlement Funds and authorize execution and filing of FAA Form 5100-110.</p>

AGREEMENT BETWEEN THE CITY OF MARSHALL, MINNESOTA
AND THE
CITY OF DODGE CENTER, MINNESOTA

I.

This document is a memorialization of the Agreement between the City of Marshall and the City of Dodge Center that the City of Marshall does hereby authorize \$150,000.00 of Federal Entitlement dollars, earmarked for the Southwest Minnesota Regional Airport, be transferred to the City of Dodge Center for its use at the Dodge Center Municipal Airport, subject to the following conditions:

II.

The City of Marshall agrees to sign and file FAA Form 5100-110 “Request for FAA Approval of Agreement for Transfer of Entitlements” (Order 5100.38D) with the U.S. Department of Transportation, Federal Aviation Administration. This action will finalize the above-stated transfer of Federal Entitlement dollars. However, in full consideration of this agreement, the City of Dodge Center agrees to return to the City of Marshall \$150,000.00 of Federal Entitlement dollars earmarked for the Dodge Center Municipal Airport no later than May 15, 2023.

III.

All parties acknowledge that this agreement is in full consideration, which will allow for \$150,000.00 of Federal Entitlement dollars to be transferred to the City of Dodge Center on or about May 15, 2021.

This Agreement is fully stated and cannot be canceled, modified, or in any way changed without express written permission of both parties.

Sharon Hanson
City of Marshall – City Administrator

Joshua Tetzlaff
City of Dodge Center – City Administrator



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Marshall, Minnesota

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Southwest Minnesota Regional Airport (MML)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2018	150000,000
Total		150000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Dodge Center Municipal Airport (TOB)

Name of Receiving Airport's Sponsor: City of Dodge Center, Minnesota

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

SRE/Maintenance Building Development Plan

Southwest Minnesota Regional Airport – Marshall (MML)

The Project

The City of Marshall desires to construct a new Snow Removal Equipment (SRE) and Maintenance Equipment Storage Building at the Southwest Minnesota Regional Airport. The existing building has outlived its useful life, and does not adequately accommodate all airport maintenance equipment storage needs. The new facility is planned to be constructed on the East Building Area of the airport, as shown on the recently completed Airport Master Plan. See **EXHIBIT 1 – ALP Terminal Area Plan – East Quadrant**.

A joint city fire station and ARFF (Aircraft Rescue and Fire Fighting) facility is ultimately planned to be co-located on the site with the SRE/Maintenance Building. The facilities would share common use amenities and utilities.

The Project has been identified on the airport CIP for several years.

Project Timeline

Phase 1 – 2021: Preliminary Design Study and Funding Plan

Phase 2 – 2022: Design and Site Preparation

Phase 3 – 2023: Construction

Project Costs and Funding

Preliminary cost estimates for the facility have been utilized for planning purposes on the airport capital improvement program (CIP). Those costs are order of magnitude costs, and require further refinement during design. The preliminary estimates have been developed to provide placeholders for Federal, State and Local funding. In discussions with the FAA in the fall of 2020, it was determined that an additional planning study would need to be performed to determine federal funding eligibility, more precise construction cost estimates, and a project funding plan. This planning study would be funded locally, but could be eligible for future federal and/or state funding reimbursement as project formulation costs.

See **TABLE 1 – Project CIP Estimates**

Federal Funding

Federal entitlement funding. The Airport receives \$150,000 annually in FAA entitlement funding. Those funds may be accumulated for up to four years. This caps the availability of federal entitlements at \$600,000, unless entitlement transfers are utilized. The Airport currently has \$600,000 available in 2021, of which \$150,000 will expire if not used or transferred this year. It is planned that two entitlement transfers will be performed, one in 2021, and one in 2022, to ensure that those entitlements do not expire. The receiving airport will then transfer back their newer funds in 2023 when building construction will occur. This will allow the airport to have \$900,000 in entitlements available

for use on the project. One additional entitlement transfer from another airport may be necessary to obtain the required funding amount.

Preliminary estimates utilized in the preparation of the airport CIP, indicate a need for federal funding in the amount of \$990,000. This accounts for approximately 63% of the overall project cost.

Entitlement Transfers as identified:

1. Dodge Center Municipal Airport - \$150,000 to Dodge Center in 2021 for use on reconstructing hangar taxilanes. Dodge Center will in turn transfer back to Marshall \$150,000 in entitlements in 2023. This transfer will need to occur prior to April 30, 2020.
2. Waseca Municipal Airport - \$150,000 to Waseca for use in constructing a multi-unit hangar. Waseca will in turn transfer back to Marshall \$150,000 in 2023.

State Funding

MnDOT Aeronautics provides development funding for eligible projects. Priority of funding is allocated based on state priorities. State match on local funds for federally eligible projects, as well as federally non-eligible work are highly prioritized. This project would fall into both categories since portions of the project are eligible for federal funding, and other portions would be prioritized for state funding only due to federal ineligibility.

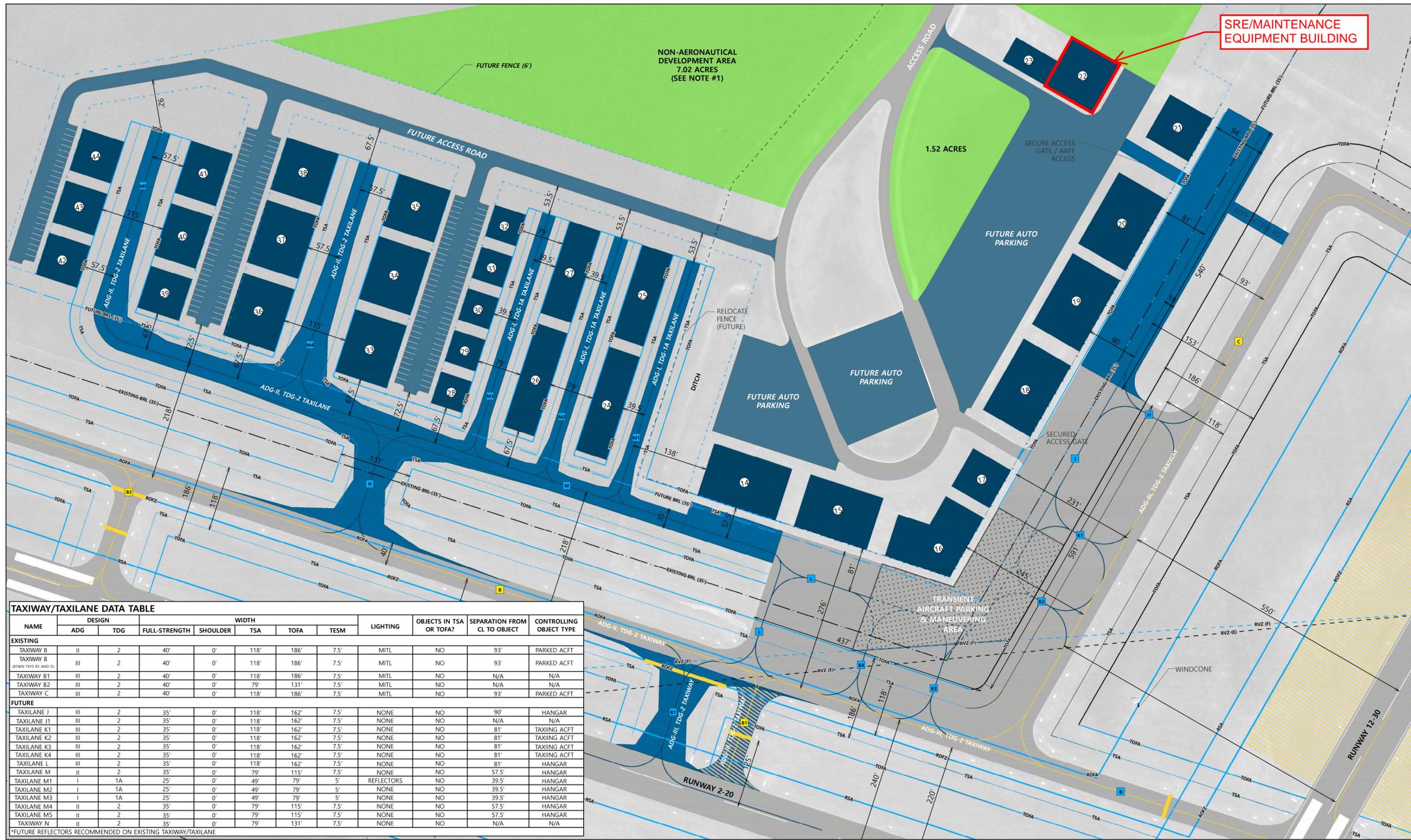
Preliminary estimates utilized in the preparation of the airport CIP, indicate a need for state funding in the amount of \$320,500. This accounts for approximately 20% of the overall project cost.

Local Funding

A local funding match is required on both federal and state funds. Federal funds are typically 90% federal with a 10% local match. MnDOT Aeronautics provides a 5% local match on eligible federal work, resulting in an overall share of 90% federal, 5% state, and 5% local on federally funded work.

State funding for airport development is provided by MnDOT Aeronautics at a 70% funding rate, and a resulting 30% local share.

Preliminary estimates utilized in the preparation of the airport CIP, indicate a need for local funding in the amount of \$269,500. This accounts for approximately 17% of the overall project cost.



TAXIWAY/TAXILANE DATA TABLE												
NAME	DESIGN	ADG	TDG	FULL-STRENGTH	SHOULDER	WIDTH			LIGHTING	OBJECTS IN TSA OR TOFA?	SEPARATION FROM CL TO OBJECT	CONTROLLING OBJECT TYPE
						TSA	TOFA	TESM				
EXISTING												
TAXIWAY B	II		2	40'	0'	118'	186'	7.5'	MITL	NO	93'	PARKED ACFT
TAXIWAY B (BTWN TDG B1 AND D)	III		2	40'	0'	118'	186'	7.5'	MITL	NO	93'	PARKED ACFT
TAXIWAY B1	III		2	40'	0'	118'	186'	7.5'	MITL	NO	N/A	N/A
TAXIWAY B2	III		2	40'	0'	79'	131'	7.5'	MITL	NO	N/A	N/A
TAXIWAY C	III		2	40'	0'	118'	186'	7.5'	MITL	NO	93'	PARKED ACFT
FUTURE												
TAXILANE J	III		2	35'	0'	118'	162'	7.5'	NONE	NO	90'	HANGAR
TAXILANE J1	III		2	35'	0'	118'	162'	7.5'	NONE	NO	N/A	N/A
TAXILANE K1	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	TAXIING ACFT
TAXILANE K2	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	TAXIING ACFT
TAXILANE K3	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	TAXIING ACFT
TAXILANE K4	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	TAXIING ACFT
TAXILANE L	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	HANGAR
TAXILANE M	II		2	35'	0'	79'	115'	7.5'	NONE	NO	57.5'	HANGAR
TAXILANE M1	I	1A		25'	0'	49'	79'	5'	REFLECTORS	NO	39.5'	HANGAR
TAXILANE M2	I	1A		25'	0'	49'	79'	5'	NONE	NO	39.5'	HANGAR
TAXILANE M3	I	1A		25'	0'	49'	79'	5'	NONE	NO	39.5'	HANGAR
TAXILANE M4	II		2	35'	0'	79'	115'	7.5'	NONE	NO	57.5'	HANGAR
TAXILANE M5	II		2	35'	0'	79'	115'	7.5'	NONE	NO	57.5'	HANGAR
TAXIWAY N	II		2	35'	0'	79'	131'	7.5'	NONE	NO	N/A	N/A

*FUTURE REFLECTORS RECOMMENDED ON EXISTING TAXIWAY/TAXILANE

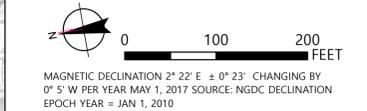
BUILDING DATA TABLE													
ID	DESCRIPTION	PHASE	TOP ELEV. (MSL)	OBSTRUCTION?	LIGHTING OR MARKING	DISPOSITION	ID	DESCRIPTION	PHASE	TOP ELEV. (MSL)	OBSTRUCTION?	LIGHTING OR MARKING	DISPOSITION
14	140' X 100' CORPORATE / FBO HANGAR	FUTURE	1208.5	NO	NONE	TO BE CONSTRUCTED	30	60' X 60' BOX HANGAR	FUTURE	1197.6	NO	NONE	TO BE CONSTRUCTED
15	140' X 100' CORPORATE / FBO HANGAR	FUTURE	1209.8	NO	NONE	TO BE CONSTRUCTED	31	60' X 60' BOX HANGAR	FUTURE	1196.6	NO	NONE	TO BE CONSTRUCTED
16	TERMINAL BUILDING	FUTURE	1210.4	NO	NONE	TO BE CONSTRUCTED	32	60' X 60' BOX HANGAR	FUTURE	1195.0	NO	NONE	TO BE CONSTRUCTED
17	80' X 80' CORPORATE / FBO HANGAR	FUTURE	1206.0	NO	NONE	TO BE CONSTRUCTED	33	120' X 100' CORPORATE HANGAR	FUTURE	1211.5	NO	NONE	TO BE CONSTRUCTED
18	150' X 100' CORPORATE / FBO HANGAR	FUTURE	1209.1	NO	NONE	TO BE CONSTRUCTED	34	120' X 100' CORPORATE HANGAR	FUTURE	1212.6	NO	NONE	TO BE CONSTRUCTED
19	150' X 100' CORPORATE / FBO HANGAR	FUTURE	1209.0	NO	NONE	TO BE CONSTRUCTED	35	100' X 100' CORPORATE HANGAR	FUTURE	1205.7	NO	NONE	TO BE CONSTRUCTED
20	150' X 100' CORPORATE / FBO HANGAR	FUTURE	1210.2	NO	NONE	TO BE CONSTRUCTED	36	120' X 100' CORPORATE HANGAR	FUTURE	1203.2	NO	NONE	TO BE CONSTRUCTED
21	150' X 100' CORPORATE / FBO HANGAR	FUTURE	1211.0	NO	NONE	TO BE CONSTRUCTED	37	120' X 100' CORPORATE HANGAR	FUTURE	1203.2	NO	NONE	TO BE CONSTRUCTED
22	100' X 100' SNOW REMOVAL EQUIPMENT BLDG	FUTURE	1201.5	NO	NONE	TO BE CONSTRUCTED	38	100' X 100' CORPORATE HANGAR	FUTURE	1202.8	NO	NONE	TO BE CONSTRUCTED
23	JOINT CITY/ARFF FIRE STATION	FUTURE	1196.2	NO	NONE	TO BE CONSTRUCTED	39	80' X 80' BOX HANGAR	FUTURE	1199.9	NO	NONE	TO BE CONSTRUCTED
24	198' X 60' T-HANGAR	FUTURE	1189.8	NO	NONE	TO BE CONSTRUCTED	40	100' X 80' BOX HANGAR	FUTURE	1199.9	NO	NONE	TO BE CONSTRUCTED
25	176' X 60' T-HANGAR	FUTURE	1189.6	NO	NONE	TO BE CONSTRUCTED	41	100' X 80' BOX HANGAR	FUTURE	1201.9	NO	NONE	TO BE CONSTRUCTED
26	198' X 60' T-HANGAR	FUTURE	1193.8	NO	NONE	TO BE CONSTRUCTED	42	80' X 80' BOX HANGAR	FUTURE	1193.6	NO	NONE	TO BE CONSTRUCTED
27	176' X 60' T-HANGAR	FUTURE	1192.6	NO	NONE	TO BE CONSTRUCTED	43	80' X 80' BOX HANGAR	FUTURE	1194.4	NO	NONE	TO BE CONSTRUCTED
28	60' X 60' BOX HANGAR	FUTURE	1199.6	NO	NONE	TO BE CONSTRUCTED	44	80' X 80' BOX HANGAR	FUTURE	1195.1	NO	NONE	TO BE CONSTRUCTED
29	60' X 60' BOX HANGAR	FUTURE	1199.6	NO	NONE	TO BE CONSTRUCTED							



DRAWING LEGEND			
	EXISTING	FUTURE	ULTIMATE
AIRPORT PROPERTY LINE	---	---	---
AIRPORT SECURITY FENCE (6 FT)	---	---	N/A
AIRPORT BUILDINGS	█	█	█
AIRPORT PAVEMENT	█	█	█
PAVEMENT REMOVAL	█	█	█
AUTOMOBILE PARKING	█	█	█
BUILDING RESTRICTION LINE (BRL) - 35'	---	---	N/A
RUNWAY PROTECTION ZONE (RPZ)	█	█	N/A
MNDOT CLEAR ZONE	█	█	N/A
OBSTRUCTION SURFACES	█	█	N/A
RUNWAY SAFETY AREA (RSA)	█	█	N/A
RUNWAY VISIBILITY ZONE (RVZ)	█	█	N/A
RUNWAY OBJECT FREE AREA (ROFA)	█	█	N/A
RUNWAY OBSTACLE FREE ZONE (ROFZ)	█	█	N/A
PRECISION OBSTACLE FREE ZONE (POFZ)	█	█	N/A
TAXIWAY CENTERLINE	---	---	---
TAXIWAY SAFETY AREA (TSA)	---	---	---
TAXIWAY/TAXILANE OBJECT FREE AREA (TOFA)	---	---	---
NATURAL FEATURES	█	█	█
WATER BODIES	█	█	█
RIVERS, STREAMS, DITCHES	█	█	█
AIRPORT REFERENCE POINT	+	+	N/A
SURVEY MONUMENTS	+	+	N/A
APPROACH LIGHTING SYSTEM	+	+	N/A
LOCALIZER ANTENNA	+	+	N/A
SEQUENCED FLASHER	+	+	N/A
PRECISION APPROACH PATH INDICATOR (PAPI)	+	+	N/A
RUNWAY END IDENTIFIER LIGHTS (REIL)	+	+	N/A
AIRPORT ROTATING BEACON	+	+	N/A
GLIDE SLOPE	+	+	N/A
WIND CONE	+	+	N/A
AWOS	+	+	N/A
NAVAID CRITICAL AREA	+	+	N/A
NON-AERONAUTICAL DEVELOPMENT	█	█	█
AIRPORT DRAINAGE POND	█	█	█
EASEMENTS	---	---	---

NOTES

1 FUTURE NON-AERONAUTICAL DEVELOPMENT AREA, FAA REVIEW AND/OR APPROVAL REQUIRED IN ADVANCE OF PROPOSED DEVELOPMENT. FAA REVIEW FACTORS INCLUDE NATURE OF PROPOSAL, LOCATION, AND FEDERAL PARTICIPATION.



REVISIONS	
DATE	BY



SOUTHWEST MINNESOTA REGIONAL AIRPORT
RYAN FIELD
 Marshall, Minnesota
 PROJ. NO. 15857 DATE JUN. 18 2020

Engineering
 Architecture
 Planning
 444 Cedar Street
 Suite 1500
 Saint Paul, MN 55101
 651.282.4400
 tkda.com



**TERMINAL AREA
 DRAWING - EAST
 QUADRANT**

TABLE 1 - PROJECT CIP ESTIMATES

SRE/Maintenance Equipment Building Development Plan
 Southwest Minnesota Regional Airport - Marshall (MML)

Fiscal Year			Description	Funding Rates			Project Cost	FAA Funding	State Funding	Local Funding	FAA Funding			Entitlement Transfer Out	Entitlement Transfer In	Notes
Fed	State	Local		FAA	St	Mun					FAA AIP Entitlement	Other FAA Funds	FAA Funds Remaining			
												\$450,000				
2021	2022	2021	Maint Equipment/SRE Building - Phase 1 - Pre-Design Report	0	0	100	\$30,000	\$0	\$0	\$30,000	\$150,000	\$0	\$450,000	\$150,000		Eligible for future FAA AIP reimbursement. Entitlement transfer to TOB.
2022	2023	2022	Maint Equipment/SRE Building - Phase 2 - Design	60	23	17	\$100,000	\$60,000	\$23,000	\$17,000	\$150,000		\$390,000	\$150,000		Entitlement transfer to ACQ.
2022	2023	2022	Maint Equipment/SRE Building - Phase 2 - Site Prep	90	5	5	\$200,000	\$180,000	\$10,000	\$10,000			\$210,000			
2023	2024	2023	Maint Equipment/SRE Building - Phase 3 - Construction	60	23	17	\$1,250,000	\$750,000	\$287,500	\$212,500	\$150,000		-\$90,000		\$300,000	Transfer repayments from TOB and ACQ.
Total Costs							\$1,580,000	\$990,000	\$320,500	\$269,500						
Project Prorates								62.66%	20.28%	17.06%						

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 23, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Approve Members of the City’s Sesquicentennial Committee
Background Information:	<p>The City of Marshall will be celebrating 150 years in 2022. A committee is needed to start planning for events. The following are members who have committed thus far:</p> <p><u>Community Members:</u> Councilmember _____ Jennifer Andries (LYON COUNTY MUSEUM) Jan Louwagie (LYON COUNTY MUSEUM BOARD) John Marshall (LYON COUNTY MUSUEM BOARD) Cathy Lee (RESIDENT) Norma Raske (RESIDENT) Harry Weilage (RESIDENT) Cassi Weiss (CVB) Paul Graupmann (COUNTY) Jacki Knigge (RESIDENT) Kayleigh Kontz (CHAMBER) Jim Tate (SMSU)</p> <p><u>City Staff Support:</u> Amy Acquard (CITY) Amanda Beckler (CITY) Kyle Box (CITY) Alex Peterson (CITY) Preston Stensrud (CITY) Lauren Deutz (EDA)</p>
Fiscal Impact:	The City has approximately \$18,000 in reserves from Whitney Statue Fund that can be utilized as seed money.
Alternative/ Variations:	None
Recommendations:	Appoint Councilmember to serve and approve Members of the City’s Sesquicentennial Committee

Meeting Date:	Click or tap to enter a date.
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 – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p>Edblom – Planning Commission, Public Housing Commission</p> <p>DeCramer – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission</p> <p>Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p>Lozinski – Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



BUILDING PERMIT LIST
March 23, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
LALEMAN CONSTRUCTION LLC	700 HURON RD	INTERIOR REMODEL	70,000.00
HOME CHIP BOXX LLC	804 COLLEGE DR W	INTERIOR & EXTERIOR REMC	97,000.00
JM DEVELOPMENT LLC	1304 STOCKHOLM AVE	NEW BUILDING	204,400.00
REMODELING SOLUTIONS INC	313 1ST ST S	EXTERIOR REMODEL	45,000.00
Jorgensen, Adam R & Ryckie A	406 1ST ST S	EXTERIOR REMODEL	11,500.00
GESKE HOME IMPROVEMENT CO.	605 ROOSEVELT ST	Windows	1,200.00
GESKE HOME IMPROVEMENT CO.	613 REDWOOD ST W	Windows	5,400.00
GESKE HOME IMPROVEMENT CO.	606 5TH ST N	Windows	2,400.00
WERNER, RICHARD J & THOMAS D	704 MAIN ST E	EXTERIOR REMODEL	7,500.00



PLUMBING PERMIT LIST
March 23, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
TRIO PLUMBING & HEATING	1303 WESTWOOD DR	INTERIOR REMODEL	4,000.00
TRIO PLUMBING & HEATING	1310 PETERSON ST	WATER HEATER	1,000.00

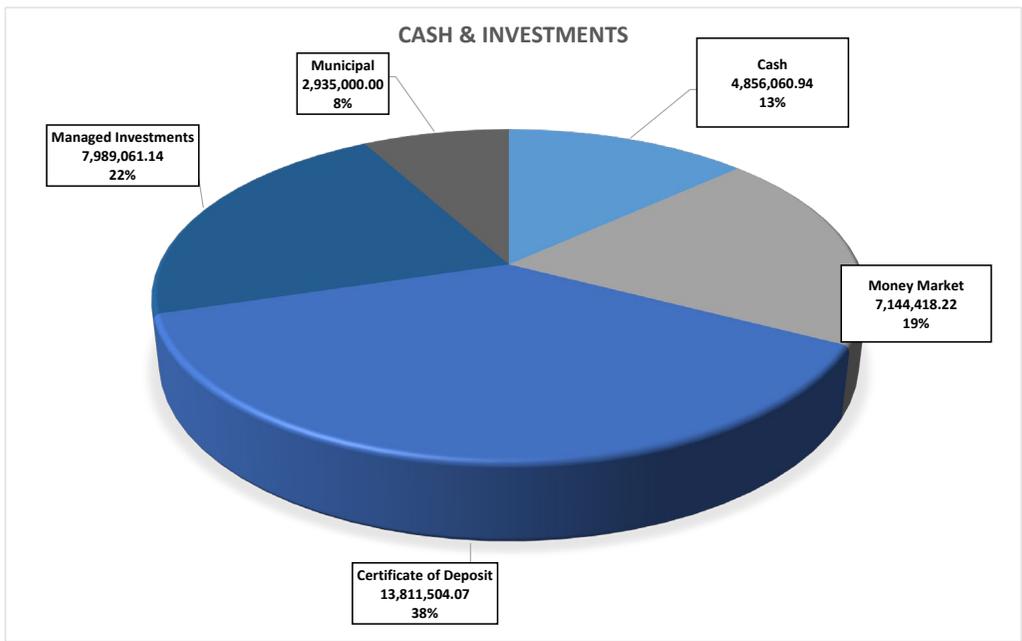


SIGN PERMIT LIST
March 23, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
AP Design	301 COLLEGE DR W	N/A	45,300.00

City of Marshall, Minnesota
Cash & Investments
 2/28/2021

	Par	Rate
CASH & INVESTMENTS:		
Checking - Bremer	4,856,060.94	0.00%
Money Market - Bremer	2,511,816.46	0.02%
Money Market - Bank of the West	3,380,254.14	0.25%
Money Market - US Bank	978,943.80	0.03%
Money Market - Wells Fargo	273,403.82	0.03%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (12/2/2020) 3 months	5,000,000.00	0.20%
Certificate of Deposit (3/2/2021) 6 months	3,000,000.00	0.45%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.80%
Certificate of Deposit (3/14/2022) 2 Years 6 months	245,000.00	1.70%
Certificate of Deposit (9/20/2021) 2 Years	245,000.00	1.70%
Certificate of Deposit (9/13/2021) 2 Years	245,000.00	1.80%
Certificate of Deposit (3/18/2021) 18 Months	245,000.00	1.75%
Investment Portfolio - General Fund	2,750,323.92	
Investment Portfolio - Wastewater Capital Reserve	3,161,944.03	
Investment Portfolio - Endowment Fund	2,076,793.19	
Municipal	245,000.00	
Municipal	330,000.00	0.14%
Municipal	325,000.00	0.24%
Municipal	110,000.00	0.45%
Municipal	140,000.00	0.24%
Municipal	275,000.00	0.20%
Municipal	545,000.00	0.18%
Municipal	100,000.00	0.13%
Municipal	100,000.00	0.15%
Municipal	115,000.00	0.14%
Municipal	250,000.00	0.10%
Municipal	100,000.00	0.10%
Municipal	100,000.00	0.12%
Municipal	200,000.00	0.15%
TOTAL CASH & INVESTMENTS	36,736,044.37	





Marshall, MN

Council Check Report

By Vendor Name

Date Range: 03/08/2021 - 03/11/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	03/10/2021	EFT	0.00	435.06	6283
4570	AMAZON	03/09/2021	Regular	0.00	358.36	118495
6728	AZ RETAIL SUPPLY INC	03/09/2021	Regular	0.00	179.17	118497
4875	BOOKLIST	03/09/2021	Regular	0.00	394.50	118498
6539	BREMER BANK CC	03/09/2021	Regular	0.00	520.66	118499
5351	CENGAGE LEARNING	03/09/2021	Regular	0.00	38.92	118501
3819	DACOTAH PAPER CO	03/09/2021	Regular	0.00	234.25	118502
4573	DEMCO	03/09/2021	Regular	0.00	1,036.78	118503
4552	INGRAM LIBRARY SERVICES	03/09/2021	Regular	0.00	3,500.92	118504
1508	LOCKWOOD MOTORS INC.	03/09/2021	Regular	0.00	592.02	118506
6072	LUND, CHELSEA	03/09/2021	Regular	0.00	35.00	118507
1545	LYON COUNTY HIGHWAY DEPARTMENT	03/10/2021	EFT	0.00	82.27	6284
1633	MARSHALL MUNICIPAL UTILITIES	03/10/2021	EFT	0.00	3,015.27	6285
5925	MIDWEST TAPE	03/09/2021	Regular	0.00	8,000.00	118508
5891	ONE OFFICE SOLUTION	03/10/2021	EFT	0.00	70.29	6286
3597	PAAPE DISTRIBUTING CO	03/10/2021	EFT	0.00	48.50	6287
4548	PLUM CREEK LIBRARY SYSTEM	03/09/2021	Regular	0.00	40,862.80	118509
6286	SCHWEGMAN'S CLEANERS, LLP	03/09/2021	Regular	0.00	66.34	118510
2318	SOUTHWEST SANITATION INC.	03/10/2021	EFT	0.00	83.42	6288
6509	VAST BROADBAND	03/09/2021	Regular	0.00	473.13	118511
4489	VERIZON WIRELESS	03/10/2021	EFT	0.00	59.55	6289
4575	WALMART COMMUNITY	03/09/2021	Regular	0.00	66.65	118512

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	15	0.00	56,359.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	11	7	0.00	3,794.36
	56	22	0.00	60,153.86

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	45	15	0.00	56,359.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	11	7	0.00	3,794.36
	56	22	0.00	60,153.86

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2021	60,153.86
			60,153.86

2021 Regular Council Meeting Dates

2nd and 4th Tuesday of each month

5:30 P.M.

Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 Erie Road

NOTICE: Pursuant to Minnesota State Statute 13D.021

Some or all members of the City Council may participate by telephone or other electronic means. Regular attendance and meeting location are not feasible due to the Coronavirus Disease (COVID-19) pandemic.

January

1. January 12, 2021
2. January 26, 2021

February

1. February 09, 2021
2. February 23, 2021

March

1. March 09, 2021
2. March 23, 2021

April

1. April 13, 2021
2. April 27, 2021

May

1. May 11, 2021
2. May 25, 2021

June

1. June 08, 2021
2. June 22, 2021

July

1. July 13, 2021
2. July 27, 2021

August

1. August 10, 2021
2. August 24, 2021

September

1. September 14, 2021
2. September 28, 2021

October

1. October 12, 2021
2. October 26, 2021

November

1. November 09, 2021
2. November 23, 2021

December

1. December 14, 2021
2. December 28, 2021

2021 Uniform Election Dates

- February 09, 2021
- April 13, 2021
- May 11, 2021
- August 10, 2021
- November 2, 2021

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



Upcoming Meetings

March

- 03/23 Work Session, Pre LBAE, 4:00 PM, MERIT Center
 - 03/23 Regular Meeting, 5:30 PM, MERIT Center
-

April

- 04/13 Regular Meeting, 5:30 PM, MERIT Center
 - 04/19 Local Board of Appeal and Equalization, 5:30 PM, Marshall Lyon County Library
 - 04/27 LBAE Reconvene, 5:00 PM, MERIT Center
 - 04/27 Regular Meeting, 5:30 PM, MERIT Center
-

May

- 05/11 Regular Meeting, 5:30 PM, MERIT Center
- 05/25 Regular Meeting, 5:30 PM, MERIT Center