



**CITY OF MARSHALL**

**City Council Meeting**

**A g e n d a**

**Tuesday, January 24, 2023 at 5:30 PM**  
**City Hall, 344 West Main Street**

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

1. Consider Approval of the Minutes from the Regular Meeting and Work Session Held on January 10, 2023

**PUBLIC HEARING**

2. 1) Conduct Public Hearing of the New Article VIII Residential Rental Code. 2) Adopt Ordinance Adding Ch 18 Article VIII Residential Rental Code
3. Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project - 1) Improvement Hearing; 2) Consider Resolution Ordering Improvement & Preparation of Plans

**AWARD OF BIDS**

**CONSENT AGENDA**

4. Consider Approval of Memorandum of Agreement Amending AFSCME Article 13.2
5. Preliminary Plat of Kwik Trip 1255 – Introduce Plat and Call for Public Hearing
6. Consider Authorization to Advertise for Bids – 1) Project MMU001: T.H. 23 Watermain Crossing Project; 2) Project SWM-002: Legion Field Stormwater Improvements Project-Phase II; 3) Project ST008/SAP No. 139-121-004: Channel Parkway Pavement Replacement Project; 4) Project ST0012023: Chip Sealing on Various City Streets
7. Consider Authorization to Declare Vehicles as Surplus Property for the Marshall Police Department
8. Consider Approval of the Bills/Project Payments

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**OLD BUSINESS**

**TABLED ITEM**

**NEW BUSINESS**

9. Request for Interim Use Permit/ Storage Containers in a B-3 General Business District
10. Adopt Ordinance Authorizing Sale of City Owned Land
11. Aquatic Center Local Sales Tax Resolution

**COUNCIL REPORTS**

12. Commission/Board Liaison Reports
13. Councilmember Individual Items

**STAFF REPORTS**

14. City Administrator
15. Director of Public Works/City Engineer
16. City Attorney

**INFORMATION ONLY**

17. Cash & Investments
18. Planning Commission Minutes
19. Building Permits

**MEETINGS**

20. Upcoming Meetings

**ADJOURN**

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the Minutes from the Regular Meeting and Work Session Held on January 10, 2023
<b>Background Information:</b>	Enclosed are the minutes from the meetings held on January 10.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the meetings held on January 10 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, January 10, 2023**

The regular meeting of the Common Council of the City of Marshall was held January 10, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Amanda Schroeder, Craig Schafer, Steve Meister, John Alcorn, and See Moua-Leske. Absent: James Lozinski. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Jim Marshall, Public Safety Director; Amanda Beckler, Community Education Coordinator; Preston Stensrud, Park & Rec Supervisor; Cassi Weiss, CVB Director; Ilya Gutman, Plans Examiner; and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

**Ceremonial Swearing in of Elected Officials**

Newly elected councilmembers John Alcorn and See Moua-Leske and re-elected member Craig Schafer performed their oaths administered by the city clerk.

**Marshall Baseball Association Donation to Legion Field**

Preston Stensrud, Park and Recreation Supervisor accepted a \$26,000 donation from the Marshall Baseball Association. The donation will be going towards upgrades at the facilities located at Legion Field ballpark. Three members of the Marshall Baseball Association presented the donation to the City of Marshall.

**Consider Approval of the Minutes from the Regular Meeting Held on December 27, 2022**

There were no changes to the minutes.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the minutes from December 27, 2022. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn. Voting Abstaining: Councilmember Moua-Leske. The motion **Carried. 5-0-1.**

**Approval of the Consent Agenda**

Councilmember Meister requested that item number 15. Adopt an Annual Election to Set a Micro-Purchase Threshold of \$25,000 be removed from consent.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the remaining consent agenda items. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

- Consider Resolution Designating the Official Newspaper
- Consider Resolution Delegating Authority to the City to Make Electronic Fund Transfers
- Consider Resolution Designating the Official Depositories for City Funds for 2023.
- Consider Approval of a Resolution to Authorize the Finance Director to Pay Certain Claims
- Adopt Ordinance Amendment to Chapter 82, Article 82-I, Section 82-1 Grass, and Weeds on Private Property
- Adopt Ordinance Amending Chapter 70, Article 70-II Lodging Tax, Sec. 70-22 Imposition
- Adopt Ordinance Amending Chapter 2, Article 2-VI-1 Generally, Sec. 2-145 Qualifications and Compensation
- Introduce Ordinance Authorizing Sale of City Owned Land
- Project ST-002-2023: Bituminous Overlay Project – Consider Authorization to Advertise for Bids.
- Consider Approval of 2023 Liquor License Renewal
- Consider Approval of a Temporary On-Sale Liquor License

- Consider Approval of an Updated Conduit Debt (Private Activity Tax Exempt Financing) Policy
- Declare Surplus Items at the Adult Community Center
- Approve Flaherty and Hood Lobbying Services Contract for Technical Education Pilot Program
- Consider Approval of the Bills/Project Payments

**Item Removed from Consent Agenda: Adopt an Annual Election to Set a Micro-Purchase Threshold of \$25,000**

Councilmember Meister questioned why the increase from \$10,000 to \$25,000 for the threshold. E.J. Moberg explained that this threshold is specifically for Federal spending. The City implemented a federal purchasing policy during 2021 that addressed methods of procurement, including procurement by micro-purchase to purchase supplies or services using simplified acquisition procedures, not to exceed \$10,000. Minn. Stat. § 471.345, subd 5 allows contracts estimated to be \$25,000 or less to be made either upon quotation or in the open market. The \$25,000 amount specified is a higher threshold consistent with state law.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the item pulled from consent. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Selection of City Council President Pro Tempore by City Council**

The President Pro Tem shall hold office at the pleasure of the Council and shall serve as president at the mayor's absence and as a Mayor in case of the mayor's disability or absence from the City. Councilmember Meister nominated Councilmember Schafer for President Pro Tem.

Motion made by Councilmember Alcorn, Seconded by Councilmember Meister to elect Craig Schafer as President Pro Tempore. Voting Yea: Mayor Byrnes, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Abstaining: Councilmember Schafer. The motion **Carried. 5-0-1.**

**Consider Mayoral Appointment for Councilmembers to Boards/Commissions and Committees.**

The City Charter states that the Mayor makes recommendations to appoint Councilmembers to various Boards, Commissions, and Committees with approval by the city council. Recommendations by the Mayor were as follows:

Councilmember Alcorn: Community Services Advisory Board, Equipment Review Committee, Marshall Municipal Utilities Commission, HRA, and Public Improvement & Transportation Committee.

Councilmember Lozinski: Equipment Review Committee, Joint LEC Management Committee, Legislative & Ordinance Committee, Marshall Area Transit Committee, HRA, and Police Advisory Board.

Councilmember Meister: Adult Community Center Commission, Cable Commission, Economic Development Authority, Legislative & Ordinance Committee, Personnel Committee, HRA, and Ways & Means Committee.

Councilmember Moua-Leske: Convention & Visitors Bureau, Diversity, Equity, and Inclusion Commission, Legislative & Ordinance Committee, Library Board, Library Agreement & Operations, HRA and Ways & Means Committee.

Councilmember Schafer: Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission, SW MN Emergency Communication Board, Equipment Review Committee, Personnel Committee, HRA, and Public Improvement & Transportation Committee.

Councilmember Schroeder: Economic Development Authority, Planning Commission, Public Housing Commission, Personnel Committee, HRA, and Ways & Means Committee.

Mayor Byrnes: Library Agreement & Operations, Fire Relief Association, HRA, Regional Development Commission, and as an alternate for the SW MN Emergency Communication Board.

Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to accept the proposed appointments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Consider Appointments to Various Boards, Commission, Bureaus, and Authorities**

Council held interviews for openings on the Adult Community Center Commission and MERIT Center Commission. Mayor Brynes recommended that Steven Thares be appointed to the ACC and Eric Wallen to the MERIT Center Commission.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the recommended appointments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement**

Jason Anderson, Public Works Director/City Engineer, gave background information on the project. This project consists of reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street, and North 3rd Street from West Main Street to West Redwood Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb, and gutter, streetscaping, and other minor work. Also included with this project will include reconstruction of the Addison Parking Lot adjacent to West Lyon Street and East College Drive. Reconstruction of the parking lot will include pavement removal, grading, aggregate base, and concrete surfacing. This Feasibility Report as authorized by the City Council covers the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility and proposed project schedule. The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint.

The engineer's estimate for the construction portion of the project is \$3,000,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$3,828,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adopt Resolution Number 23-005 and call for a public hearing to be held on January 24, 2023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Projects Z88/SAP 139-103-004: 2021 State Aid Overlay Project and Project ST-008/SP 139-121-004: Channel Parkway Resurfacing Project – Consider Resolution for Municipal State Aid Street System (MSAS) 2023 Advance Funds**

The 2021 State Aid Overly Project (Z88) was substantially completed in 2021 with final completion in 2022. The project was financed through municipal bonds that were issued locally, with the intent of utilizing Municipal State Aid System (MSAS) funds to make bond payments. The Channel Parkway Resurfacing Project (ST-008) is included in the Capital Improvement Plan (CIP) for 2023 construction. This project is funded utilizing a \$1.25M Local Road Improvement Program (LRIP) Grant with Municipal State Aid System funds covering the remaining project costs.

The current MSAS construction account balance as of 01/05/2023 is (\$2,456,410). Because we have “advanced” future years of funding to finance past projects, we have a negative account balance. The total maximum MSAS advance, set by Minnesota Commissioner of Transportation is the lesser of \$4,000,000 or five (5) times the City annual construction apportionment. The 2023 City of Marshall annual construction apportionment is estimated at \$820,371, which multiplied by five results in an amount of \$4,101,855. Therefore, the maximum amount of MSAS advance for the City is \$4,000,000.

Mayor Byrnes explained that a percentage of the state gas tax goes into the state aid account and is allocated to municipalities with populations over 5,000. Council also clarified that advancing the money from the fund doesn’t penalize or cost the city extra.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve Resolution 23-006. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Consider Resolution of Support for a RAISE Grant Application for the MnDOT 2025 College Drive Reconstruction Project**

MnDOT District 8 is preparing an application for a federal RAISE grant (Rebuilding American Infrastructure with Sustainability and Equity) for the 2025 College Drive Reconstruction project through Marshall. To help ensure a complete grant application and identify local support, MnDOT District 8 has requested that the City of Marshall adopt a resolution of support for the 2025 project. The grant application from last year was never received because of a file error. The planning and design with MnDOT has been in progress for the last 2-3 years and is still scheduled for 2025 and anticipated to be through the 2025/2026 construction seasons.

Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to approve Resolution 23-007. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Commission/Board Liaison Reports**

- Byrnes No report.
- Schafer No report.
- Meister No report.
- Schroeder No report.
- Alcorn No report.
- Moua-Leske No report.
- Lozinski Absent.

**Councilmember Individual Items**

Councilmember Schafer wanted to reiterate from the last meeting how well city staff and Marshall residents acted and pitched in to remove snow in a timely manner.

Councilmember Meister brought up concerns about the amount of ice time at the Red Baron Arena.

Mayor Byrnes welcomed Councilmembers Alcorn and Moua-Leske and went over his top priority items for council and the city for 2023.

**City Administrator**

Hanson mentioned the possibility of an Aquatic Center sales tax vote later in the year if Marshall can be put on a tax bill through legislature. A draft report of the Indoor/Rec study is in progress and collaboration with stakeholders is still taking place. As part of the Indoor/Rec study the amount of ice time will also be included.

**Director of Public Works/City Engineer**

Anderson thanked the community for their efforts during the declared snow emergency.

**City Attorney**

Newly appointed City Attorney Pamela Whitmore thanked the city for agreeing to a new partnership and looked forward to what lies ahead.

**Administrative Brief**

There were no questions on the Administrative Brief.

**Information Only**

There were no questions on the Information Only items.

**Upcoming Meetings**

There were no questions on the Upcoming Meetings.

**Adjourn**

At 6:19 PM Motion made by Councilmember Alcorn, Seconded by Councilmember Moua-Leske to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Tuesday, January 10, 2023**

The work session of the Common Council of the City of Marshall was held January 10, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 6:42 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Amanda Schroeder, John Alcorn, and See Moua-Leske. Absent: James Lozinski. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Jim Marshall, Public Safety Director; Amanda Beckler, Community Education Coordinator; Preston Stensrud, Park & Rec Supervisor; and Steven Anderson, City Clerk.

**Open Meeting Law Training**

City Attorney Pamela Whitmore gave councilmembers and staff a PowerPoint presentation on open meeting law (OML) and data practices. The presentation covered topics such as which types of groups are governed by OML, requirements of OML, exceptions to OML, and penalties for violating OML. Council and staff asked about various situations and whether that would violate open meeting law.

**Adjourn**

At 8:09 PM Mayor Brynes adjourned the work session.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Conduct Public Hearing of the new Article VIII Residential Rental Code
<b>Background Information:</b>	<p>In the summer of 2021, the City received a complaint about a VRBO rental property in town. The current ordinance does not address short-term rentals, such as VRBO's and AirBnB's. At the Council meeting discussing the situation, staff received direction to develop an ordinance addressing the short-term rentals. However, at the Legislation and Ordinance Committee meeting discussing the first draft, it was suggested that short-term rentals should be handled like in most other cities, that regulate them through a rental ordinance along with other rental properties.</p> <p>At the subsequent L&amp;O meeting in December 2021, a draft rental ordinance was presented and discussed, receiving generally positive review. Staff presented the Ordinance to the Council in February 2022 and requested an authorization to set up a meeting with local landlords/property owners prior to finalizing the Ordinance and its implementation program.</p> <p>Two meetings, necessary to accommodate many rental properties and their owners in the City, took place at the end of March. There were close to 100 people attending who asked a lot of questions and shared their input. A list of proposed inspections was presented and discussed, and all questions and comments were documented and considered.</p> <p>At the L&amp;O meeting on June 28, 2022, the final draft was presented and approved. However, at the W&amp;M meeting on August 29, 2022, while discussing rental ordinance fee, a suggestion was made to have another meeting with property owners before presenting to the Council.</p> <p>Conversation was, again, separated into two meetings that took place at the end of October. The first meeting included mostly multiple family owners with attendance of about 25 people, who complained about high cost of the program, especially inspections. However, they offered a suggestion of, and expressed support for, a registration program backed by significant negative repercussions for Housing Code violations reported to the City by tenants. The second meeting was attended by about 20 people, mostly single-family houses owners, who voiced their strong agreement with the registration plan that was mentioned by staff.</p> <p>The City of Marshall is the only city among comparable cities (and one of very few cities of similar size in the State of Minnesota) that does not have a rental ordinance. It is home to a four-year college, which increases demand for rental properties, and, with 44% of the population renting, Marshall is near the top of the list for such percentage in Minnesota. The City has a Housing Code that has been in place for several decades, and is enforced on a complaint basis only. However, many people are unaware of this code, on one hand, and the City is unaware of many rental properties, on the other hand. It may be noted that city staff never met with any groups representing tenants, even though tenants are also stakeholders in this matter. However, we do have strong indication that tenants support some form of rental housing code.</p>

	<p>The proposed Rental Ordinance is generally based on similar ordinances from comparable cities, but it has been revised now to become a registration program only. Mandatory registration with a nominal one-time fee and no mandatory regular inspections will reduce owners' expenses. Registration process will require property owners to sign a statement that their properties meet current Housing Code. Valid complaints and concerns – the ones that are made about items covered by the Housing Code and which have been brought up to the owner/manager – will be investigated by staff during inspections. These inspections will review the entire unit for other violations though, and the owner will have to pay inspection fees for these inspections. Revocation of the registration is possible in cases when cooperation is lacking and/or rental units become non-compliant.</p> <p>Short-term rentals, including Bed and Breakfast, are addressed as a separate section within this new Ordinance so a Conditional Use Permit for a B&amp;B will no longer be required. Staff would also recommend amending the ordinance by allowing renting to more than three unrelated adults, which would expand rental opportunities for college students living in single family houses.</p> <p>The license term is proposed to be two years considering that there are no required inspections and there are no renewal fees, and the first term will start in 2023.</p> <p>At the meeting on November 22, 2022, Legislative and Ordinance Committee voted to recommend to City Council approving the new Article VIII Residential Rental Code.</p> <p>An ordinance summary, a sample of a Registration Certificate, and staff inspection lists are attached for reference.</p> <p>The new Article VIII Residential Rental Code was introduced and called for Public Hearing at the December 13, 2022, City Council meeting.</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	None.
<b>Recommendations:</b>	<p>that the Council close the public hearing on Article VIII Residential Rental Code</p> <p>that the Council adopt Article VIII Residential Rental Code</p>

## Chapter 18 – Buildings and Building Regulations

### Article VIII – Residential Rental Code

#### Section 18-137 – Findings, purposes, scope, and administration.

(a) *Legislative finding.* It is hereby found that there exist and may in the future exist, within the City, residential rental premises, rooming units or parts thereof, and renter-occupied mobile homes which, by deficiencies in their structure, equipment, sanitation, maintenance, use or occupancy, affect or are likely to affect adversely the public health, including the physical, mental and social well-being of people, their safety, and general welfare. To correct and prevent the existence of such adverse conditions, to achieve and maintain such levels of residential environmental quality that will protect and promote public health, safety and general welfare, preserve property values and prevent blight, it is further found that the establishment and enforcement of minimum rental housing standards are required. It is further found that a municipal registration program is appropriate to effectively enforce residential rental unit maintenance standards and correct or prevent law violations, nuisances and other disturbances and disorders involving residential rental units within the City.

(b) *Purpose.* It is hereby declared that the purpose of this Article is to protect, preserve and promote the physical and mental health and social well-being of the people, to prevent and control the incidence of communicable diseases, to reduce environmental hazards to health, to regulate rental units for the purpose of maintaining adequate sanitation and public health, to maintain a quality of character and stability of rental housing, to prevent possible blight, to protect the safety of the people, and to promote the general welfare by legislation, which shall be applicable to all rental units, as defined herein, now in existence or hereafter constructed. It is hereby further declared that the purpose of this Article is to ensure that the quality of rental units is adequate for protection of public health, safety and general welfare; and to determine an adequate level of maintenance, the responsibilities of owners, operators and occupants of dwellings, and provision for the administration and enforcement thereof.

(c) *Scope.* The provisions of this Article shall apply uniformly to the construction, maintenance, use, and occupancy of all dwellings and rental units, inclusive of rental units in mixed-use structures, and to all renter-occupied mobile homes within the jurisdiction of the City, irrespective of when or under what code or codes such buildings or structures were originally constructed or rehabilitated. However, the provisions of this Article shall not apply to state or federally licensed facilities/units that are regularly inspected by the applicable agency, and to congregate living facilities.

(d) *Administration.* This Article shall be enforced by a Housing and Rental Ordinance administrator appointed by the City Administrator.

#### Section 18-138 – Definitions.

**CITY.** The City of Marshall or its representative.

**DWELLING.** Any building or other structure, including a manufactured home, which is wholly or partly used, or intended to be used, exclusively for living and sleeping by human occupants on a permanent basis. Consequently, hotels and motels are not considered dwellings.

**OCCUPANT.** Any person residing in a rental unit on a permanent or short-term basis.

**PERMANENT BASIS.** Any consecutive term 30 days or more or inconsecutive terms adding up to more than 30 days in a calendar year.

**PROPERTY MANAGER.** A natural person who is authorized by the rental unit owner to make decisions for the owner about rental, occupancy, and maintenance of the rental unit.

**RENT or LEASE.** The offering of a rental unit to a non-owner on a permanent basis, based on a written agreement covering applicable conditions, and with rent paid in money or labor, whereby non-payment of a periodic payment means the occupants may be evicted without the necessity of either a statutory mortgage foreclosure procedure, a statutory termination of contract for deed procedure or a statutory repossession procedure.

**RENTAL UNIT.** Any house, apartment, condominium, townhouse, manufactured home, or room or group of rooms constituting, or located within, a dwelling and intended for rent or lease to a person or a group of persons. Consequently, a room offered for rent or lease to a roomer or boarder is considered a rental unit.

**SHORT-TERM RENT.** The offering of a rental unit to a non-owner for a fixed period of time of less than 30 days, based on a written agreement covering applicable conditions. Examples of short-term rent are Bed and Breakfast and VRBO.

Other applicable terms are as defined in the State Building Code and City Zoning Ordinance.

#### **Section 18-139 – Conflict of Ordinances; effect of partial invalidity.**

(a) In any case where a provision of this Article is found to be in conflict with a provision of any zoning, building, fire safety or health ordinance or code of the City existing on the effective date of this section, or of any state or federal statute, rule or regulation, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of this Article is found to be in conflict with a provision of any other ordinance or code of the City existing on the effective date of this section which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this Article shall be deemed to prevail to the extent allowed by the State and Federal law.

(b) If any division, paragraph, sentence, clause, or phrase of this Article should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Article, which shall remain in full force and effect; and to this end, the provisions of this section are hereby declared to be severable.

#### **Section 18-140 – Registration requirements.**

(a) No person or entity may hereafter allow to rent or lease their rental unit within the scope of this Article to another person or entity for occupancy unless the dwelling in which this rental unit is located is registered as required by this Article.

(b) Each dwelling containing rental units shall have separate registration, unless rental units within such dwelling have different property owners, in which case each rental unit shall be registered separately. When multiple dwellings containing rental units exist on one property, a separate registration shall be required for each dwelling.

(c) Each rental unit shall have an owner who is able to respond to urgent complaints within one hour and address them within 48 hours or a designated property manager who shall be able to provide the same response time to occupants' complaints and maintenance requests.

(d) Any person or entity desiring to rent or lease their residential rental unit(s) shall apply for registration by using website designed by the City for that purpose. The applicant must provide the following information:

- (1) Name, address, phone number, and e-mail address of the property owner.
- (2) Name, address, phone number, and e-mail address, of a designated property manager, if any.
- (3) The full street address of the rental property.
- (4) The number and types (number of bedrooms per unit) of rental units within the rental property.
- (5) For dwellings containing multiple rental units, a sketch of the property identifying all rental units by assigned number, and a sketch of the parking lot, unless all required parking is provided within enclosed attached garages or off-street parking is not required by Ordinance.
- (6) For dwellings containing common entry/space, fire sprinkler system, fire panel, and fire extinguishers' most recent testing dates, when applicable.
- (7) An acknowledgment that the applicant has conducted inspections of the dwelling and certify that the building is in full compliance with the requirements of the City of Marshall Housing Code.
- (8) An acknowledgment that the applicant has reviewed and understood the provisions of this Article, intends to abide by its provisions and will include reference to this Article in any written agreement used in renting the property.

#### **Section 18-141 – Registration; renewal; terms.**

(a) The initial registration of all existing rental properties shall be completed by June 30, 2023. Thereafter, all rental properties brought to the market shall be registered prior to occupancy.

(b) Upon receipt of a completed registration application and payment of the registration fees, the City shall issue a Registration Certificate for the specified property, except as provided in Section 18-147 Failure to grant registration.

(c) After obtaining the initial registration certification, rental property owners or their designated property managers will receive a renewal notice on or before November 1st of the expiration year (the second year of the term). Renewal application shall be completed no later than December 31st of such year. Failure of the City to deliver renewal application and/or failure of an owner or local property manager to receive a renewal application, does not excuse or waive the renewal requirement of this Article. Renewal applications shall contain all information as required by Section 18-140 Registration requirements.

(d) The Registration Certificate terms shall be two years with the first full term starting on January 1, 2023. Thereafter, all rental properties brought to the market shall have their first terms started at the beginning of the then-current term.

**Section 18-142 – Transfer of property.**

Every new owner of an existing rental property shall furnish to the City information as listed in Section 18-140 Registration requirements, subsection (d), items (1), (2), and (8) before taking possession of the rental property upon closing the transaction. No new registration application or fee is to be required of the new owner, provided that the previous owner has paid all applicable fees and has complied with all requirements of this Article and corrected any violations of health, zoning, fire or safety codes of the city or state law. If any change in the occupancy as originally registered is contemplated by the new owner, a new complete registration application will be required.

**Section 18-143 – Posting of certificate.**

Each registration holder must post the registration certificate, retain its copy on file, and be able to produce said copy upon demand. Registration certificate shall be posted in a conspicuous spot near the common front entry, such as a public corridor, hallway or lobby, for all dwellings with common front entry. In dwellings without common entry, a copy of the registration certificate shall be posted in each rental unit next to the unit’s electrical panel or in other conspicuous location.

**Section 18-144 – Fees; fines.**

- (a) The council may, by resolution, establish fees for the filing of applications for dwelling registration, registration renewal, inspections, and other related activities. The fee shall be paid in full before the application shall be considered and shall not be refundable. No prorating for partial terms shall be permitted.
- (b) The council may, by resolution, establish fines for non-compliance with this Article, including, but not limited to, failure to apply for a registration or renewal and failure to comply with Section 18-145 Maintenance Standards, subsection (a). All unpaid fines may be assessed to the property owner.

**Section 18-145 – Maintenance standards.**

- (a) Every rental property shall be maintained by its owner in compliance with the current City Housing Code and relevant provisions of the City Ordinance and State Fire Code. Dwelling registration does not constitute certification of full compliance with such codes, standards, ordinances or statutes by the City, and is therefore just an acknowledgement of the completion of the registration process.
- (b) Each rental property shall limit tenant street parking to within the property width on the property side of the street, unless off-street parking is not required by the Ordinance.

(c) Responsibilities of occupants.

- (1) Every occupant of a rental unit shall not remove any smoke or CO detectors or remove the batteries powering the said detectors or render them inoperable in any other way; regular replacement of expired batteries or detectors is the responsibility of the owner.
- (2) Every occupant of a rental unit shall store and dispose of their rubbish, garbage, refuse and any other waste in accordance with their lease or rental agreement and the City Ordinance, and shall not accumulate any of the above on the property except within the garbage enclosure if provided on the premises.

**Section 18-146 – Inspections and investigations.**

(a) No regular inspections of the dwellings or rental units are mandated under this Article. Full rental unit inspections shall be conducted in accordance with the current City Housing Code based on valid complaints only. A valid complaint is a complaint that brings up an item covered by the City Housing Code and made after the landlord or manager was notified prior to complaint and at least 48 hours passed with no response, or five working days passed with no action taken after an initial response to a complaint. The rental unit owner shall be given a reasonable time to correct violations and deficiencies. The City shall have the right to conduct additional inspections of all properties based on complaints of landlords, tenants, occupants, neighbors or other individuals.

(b) All persons authorized by the City to inspect dwellings shall have the authority to enter, with three days' notice to the registration holder or property manager, any rental unit or dwelling containing a rental unit, registered or required to be registered, for the purpose of enforcing this Article. All registration holders shall, as a condition of registration, consent to such entries for inspection without warrant, and agree to be present, in person or through property manager, during required inspections. All registration holders shall include, as a condition of any lease or rental agreement, that tenants or occupants agree to such entries for inspection without warrant. This provision does not limit or preclude any other right of entry authorized by law.

**Section 18-147 – Failure to grant registration; revocation; suspension; failure to renew registration.**

(a) The City reserves the right to not register a dwelling in case it does not comply with the requirements of this Article, has unresolved City Ordinance violations, or is a subject to unpaid taxes and assessments.

(b) Any registration issued under this Article is subject to the right, which is hereby expressly reserved by the City, to deny, suspend, revoke or not renew should the registration applicants and holders or their agents, employees, or representatives, directly or indirectly, provide false or misleading information on application, fail to pay appropriate fees, or fail to comply with the requirements of this Article in any other way, including, but not limited to, refusal to provide access to premises for inspections or operate and maintain the dwelling or rental unit according to Section 18-145 Maintenance standards of this Article, any ordinance of the City, any special permit issued by the City, or the laws of the state. However, a registration shall not be denied,

suspended, revoked or not renewed if the registration holder complies with a correction order or orders in a reasonably timely manner as determined by the City.

(c) The City shall notify, in writing, the applicant that registration application has been denied, or the registration holder that registration is about to be suspended, revoked or not renewed. The suspension, revocation or non-renewal shall occur 30 days after the date of the notification order, or at such later date as set out in the notification. Additionally, the revocation shall never occur until a 60-day minimal grace period of suspension expiration.

(d) Any applicant or registration holder, whose application for registration or renewal, respectively, is denied or whose registration is suspended or revoked, may request, and shall be granted, a hearing in the matter before the City Council. The request shall be made in writing and shall state the City action being appealed and the reason for appeal. The request shall be made within 14 days of the City action and the hearing shall be granted within 30 days of the request.

(e) As an alternative to suspension of the dwelling registration, in dwelling containing multiple rental units, the City may exclude a non-compliant rental unit from registration. The procedure for such exclusion shall be the same as for registration suspension.

#### **Section 18-148 – Special conditions for short-term rental units.**

(a) No additional occupancy in recreational vehicles, campers, and tents shall be permitted. Off-street parking shall be provided as required by the parking Ordinance. No more than two guest parking on the street shall be permitted.

(b) Exterior appearance, landscaping, and lighting shall be compatible and blend with the neighborhood. No identification signs shall be permitted, except Bed and Breakfast facilities may have one four-square-foot sign mounted on a building near main entrance door.

(c) The property shall not be listed for sale at the time of initial application for registration or any renewals.

(d) If a short-term rental unit is located in a single-family residence or a duplex, the property lines shall be clearly marked with hedge line, fencing, corner posts, etc. If pets are permitted, the entire yard shall be fenced off with a solid fence.

(e) The facility shall comply with all health, fire, safety rules and other regulations of the state and the city, including current Housing Code and City Ordinance. This condition shall be confirmed by a City inspection prior to issuing a registration certificate.

(f) In Bed and Breakfast facilities, the owner shall operate and permanently occupy such facility, shall not operate other commercial enterprises, including food and beverage services to anyone other than registered guests, from such facility, and shall not permit or provide cooking equipment in guest bedrooms.

#### **Section 18-149 – Conduct on registered premises.**

(a) The registration holder shall be responsible for preventing repeat instances of disorderly conduct by tenants, occupants, members of their households and guests on the premises. For

the purposes of this section, “disorderly conduct” means any offence involving public safety, public peace and order, and public moral as defined in Chapter 42 of the City Ordinance or violation of any State or Federal law of same nature, that generate police involvement.

(b) If more than three instances of disorderly conduct occur on the premises within twelve consecutive months, the registration holder may be issued a written warning. Another instance of a disorderly conduct within four months of a warning issuance or issuance of two warnings within any three-year time period may be a reason for registration suspension or revocation.

(c) No suspension or revocation shall be imposed where the instance of disorderly conduct on the premises occurred during the pendency of eviction proceedings (unlawful detainer) or within 30 days of notice given by the registration holder to a tenant to vacate the premises where the disorderly use was related to and occurring in the unit for which eviction proceedings were undertaken or notice to vacate was given. Eviction proceedings shall not be a bar to sanctions unless they are diligently pursued by the registration holder.

### **Section 18-150 – Interim housing.**

In the event that the registration is denied, suspended, revoked, or not renewed or any rental unit is excluded from the registration, due to the relevant action or inaction of the dwelling owner or manager, all tenants or occupants of the dwelling or excluded rental unit shall be provided, at the owner’s expense, suitable interim housing similar to the existing living conditions. The owner shall provide such interim housing until the registration is granted or restored or until the end of the lease term, whichever is shorter.

### **Section 18-151 – Applicable laws.**

Registration holders are subject to all of the ordinances of the City and state laws relating to rental dwellings and this Article shall not be construed or interpreted to supersede or limit any applicable ordinance or law.

### **Section 18-152 – Violations; injunctive relief.**

(a) Nothing in this Article prevents the City from taking enforcement action under any of its fire, housing, zoning, health safety or other codes, ordinances and state laws for violations thereof, or to seek injunctive relief and criminal prosecution for violations of any ordinance, code or law. Nothing contained in this Article prevents the City from seeking injunctive relief against a property owner or designated property manager who fails to comply with the terms and conditions of this Article or to obtain an order closing such rental units until violations of this particular Article have been remedied by the property owner or designated property manager.

(b) Violation of this Article is a misdemeanor and each separate day on which a continuing violation occurs is a separate violation. All costs of prosecution for such misdemeanor will be assessed to the property owner.

(c) No provision of this Article designating the duties of any official or employee of the City shall be so construed as to make such official or employee liable for the penalty provided in this Section due to failure to perform such duty.

**SUMMARY ORDINANCE NO. 23-004  
ADOPTING CHAPTER 18, ARTICLE VIII  
RESIDENTIAL RENTAL CODE**

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

Section 1: City Code of Ordinances, Chapter 18, Article VIII, Sections 18-137 through 86-152 are hereby adopted.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 23-004.

It is hereby directed that only the above Title and Summary of Ordinance No. 23-004 be published conforming to Minnesota Statutes §331A.01 with the following:

**NOTICE**

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

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

Passed and adopted by the Common Council this 24th day of January 2023.

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

ATTEST:  
Steven Anderson  
City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project - 1) Improvement Hearing; 2) Consider Resolution Ordering Improvement & Preparation of Plans.
<b>Background Information:</b>	<p>Property owners affected by the above-referenced project have been notified, according to law, that a hearing would be held on January 24, 2023. A public presentation will be made followed by any discussion.</p> <p>This project consists of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5<sup>th</sup> Street and North 3<sup>rd</sup> Street from West Main Street to West Redwood Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3<sup>rd</sup> Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work. Also included with this project will include reconstruction of the Addison Parking Lot adjacent to West Lyon Street and East College Drive. Reconstruction of the parking lot will include pavement removal, grading, aggregate base, and concrete surfacing.</p> <p>This reconstruction project has been discussed at multiple meetings of the PI/T Committee and Downtown Business Association (DBA), with meetings including Bolton &amp; Menk and City staff. Numerous topics have been discussed, including: parking, lane widths, sidewalk and ADA standards, streetscaping, Main/3<sup>rd</sup> traffic signal, dedicated pedestrian signal (HAWK system), and many other more detailed topics.</p> <p>In addition, City staff has also held individual meetings with some of the affected business owners regarding the project.</p> <p>Included in the City Council packet are engineering plan sheets related to downtown landscaping for review. Some features of the final streetscape shown on the plans include:</p> <ul style="list-style-type: none"> <li>- Each intersection incorporates curb bump outs to reduce the distance across the street for pedestrian street crossings and bring pedestrians closer to the vehicular traffic, making the pedestrian more visible.</li> <li>- Streets are slightly narrowed to increase sidewalk space. This results in a better pedestrian environment for downtown and also improves ADA accessibility by allowing for sidewalk cross slopes to be reduced (making the sidewalk flatter, or less steep).</li> <li>- Parking is adjusted from angle parking on both sides on W. Lyon Street to angle parking on one side, parallel parking on the other. This allows for the street to be narrowed for ADA and it allows for vehicles to have more space on the street than exists today, making the downtown area feel less restricted or less tight when driving.</li> <li>- Parking is added on N. 3<sup>rd</sup> Street between W. Lyon Street and W. Redwood Street by offering angle parking on one side and parallel parking on the other. The addition of parking was made possible due to the U.S. Postal Service moving the drop boxes from the street area to the alley area next to their property.</li> </ul>

	<ul style="list-style-type: none"> <li>- The one block of N. 3<sup>rd</sup> Street between W. Main Street and W. Lyon Street is converted from a two-way street to a one-way street heading in the direction from Main to Lyon. The traffic signal heads that face N. 3<sup>rd</sup> Street will be removed, but the signal will remain in-place to stop traffic for pedestrian crossings of W. Main Street. Treatment of the traffic signal was studied by the City through a contract with Bolton &amp; Menk and MnDOT has approved the Intersection Control Evaluation (ICE) that proposes this change. Leaving this signal was a concession and compromise of the City to the DBA because the DBA was not in support of traffic signal removal and installation of an RRFB or HAWK type of pedestrian signal.</li> <li>- Streetscaping (landscaping) was added largely on the one block of N. 3<sup>rd</sup> Street between Main Street and W. Lyon Street. The majority property owner on the block has requested these types of improvements and the plan incorporates numerous offerings: landscaping areas with perennial plantings, benches, street lights that accommodate string lighting over the roadway area, possible string lighting, pedestrian plaza area between W. Main Street and the alley, roll-over type of curbing along the plaza for more cohesive usage during downtown events, lighted bollards along the roll-over type of curbing to allow for delineation between the street and sidewalk, street trees, and electrical pedestals throughout the block, including some that are large enough for food truck usage. Landscaping areas are “flush” or level to the sidewalk elevation as requested by the DBA.</li> </ul> <p>The City Council is not being asked today to offer final approval of construction plans. The landscaping plans are included in the City Council packet for information-only as another method of exposing the City Council and the general public to the project plans as they are being discussed and created.</p> <p>If the City Council decides to proceed, the attached resolution has been prepared ordering the improvement and the preparation of plans. At a future City Council meeting, the City Council will be asked to pass a resolution that approves construction plans and specifications and authorizes staff to advertise for bids.</p> <p>To proceed with this project, adoption of the resolution ordering improvement requires a “super-majority” vote, meaning the Council can only adopt the resolution by a four-fifths vote of all members of the Council.</p>
<b>Fiscal Impact:</b>	The engineer’s estimate for the construction portion of the project is \$3,000,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$3,828,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	<p>Recommendation No. 1: that the Council close the public hearing on improvement for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project.</p> <p>Recommendation No. 2: that the Council adopt RESOLUTION NUMBER 23-008, which is the “Resolution Ordering Improvement and Preparation of Plans” for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project.</p>

**RESOLUTION NO. 23-008**

**RESOLUTION ORDERING IMPROVEMENT  
AND PREPARATION OF PLANS**

WHEREAS, a resolution of the City Council adopted the 10<sup>th</sup> day of January, 2023, fixed a date for a Council hearing for proposed improvements under the following project:

**PROJECT ST-009: W LYON ST. / N 3RD ST. RECONSTRUCTION PROJECT** -The proposed project includes: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5<sup>th</sup> Street, and North 3<sup>rd</sup> Street from West Main Street to West Redwood Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3<sup>rd</sup> Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work. Also included with this project will include reconstruction of the Addison Parking Lot adjacent to West Lyon Street and East College Drive. Reconstruction of the parking lot will include pavement removal, grading, aggregate base, and concrete surfacing.

AND WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 24<sup>th</sup> day of January, 2023, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution receiving the Feasibility Report adopted the 10<sup>th</sup> day of January, 2023.
3. Jason R. Anderson, P.E. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

Passed and adopted by the Council this 24<sup>th</sup> day of January, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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



MARSHALL  
CULTIVATING THE BEST IN US

# FEASIBILITY REPORT

**PROJECT ST-009**

**W. LYON ST. / N. 3<sup>RD</sup> ST.  
RECONSTRUCTION PROJECT**

January 10, 2023



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

By:   
Jason R. Anderson, P.E.  
Registration No. 53322

# FEASIBILITY REPORT

## PROJECT ST-009 W. LYON ST. / N. 3<sup>RD</sup> ST. RECONSTRUCTION PROJECT

### CITY OF MARSHALL, MINNESOTA

#### 1.0 SCOPE

This Feasibility Report as authorized by the City Council, covers the following proposed improvements: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5<sup>th</sup> Street, and North 3<sup>rd</sup> Street from West Main Street to West Redwood Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3<sup>rd</sup> Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work. Also included with this project will include reconstruction of the Addison Parking Lot adjacent to West Lyon Street and East College Drive. Reconstruction of the parking lot will include pavement removal, grading, aggregate base, and concrete surfacing.

#### 2.0 BACKGROUND / EXISTING CONDITIONS

##### Street

City records indicate that these streets were originally constructed generally in the 1950's. The original pavement section does not meet the City's current standards for thickness and load rating. The existing pavement surface is beginning to show its age with considerable cracking. There are numerous patches due to pavement degradation.

The existing street width of North 3<sup>rd</sup> Street measures 45-FT as measured from back of curb to back of curb. The existing street width of West Lyon Street measures 56-FT as measured from back of curb to back of curb. Currently, the existing segment of West Lyon Street is marked to include two travel lanes with 45-degree angled parking on both sides of the street. North 3<sup>rd</sup> Street between West Main Street and West Lyon Street is marked to include two travel lanes with 45-degree angled parking on the north side and parallel parking on the south side. The segment of North 3<sup>rd</sup> Street between West Lyon Street and West Redwood Street is marked to include two travel lanes and parallel parking on the south side of the street. No parking is allowed on the north side of this segment due to the existing

raised island that used to include the drive-up post office mail drop boxes and the dedicated left turn lane approaching the West Lyon Street intersection.

The existing concrete pavement in the Addison Parking Lot has several deterioration signs including spalling, stripping, cracking, and buckling. The existing stalls are arranged in a 45-degree angled pattern with routing occurring in West Lyon Street and the alley way through 3 separate access points to West Lyon Street.

There are currently variable width sections of sidewalk on the two corridors. On North 3<sup>rd</sup> Street between West Main Street and West Lyon Street, the existing sidewalk measures approximately 10-FT measured from the back of curb to the building fronts. The remaining block of 3<sup>rd</sup> Street includes generally 5-FT wide sidewalk with the exception of a segment of 15-FT wide sidewalk on the south side of the street adjacent to the commercial property. On West Lyon Street between East College Drive and North 4<sup>th</sup> Street, the existing sidewalk measures approximately 10-FT as measured from back of curb to the right-of-way. On West Lyon Street between North 4<sup>th</sup> Street and North 5<sup>th</sup> Street, the existing sidewalk has a variable width sidewalk dependent on the segment of the block and side of the street. Widths include 5-FT, 7-FT, and 10-FT wide sidewalk.

The sidewalk along West Lyon Street between East College Drive and North 5<sup>th</sup> Street and North 3<sup>rd</sup> Street between West Lyon Street and West Redwood Street has exhibited signs of issues with cracking and buckling observed. The sidewalk on North 3<sup>rd</sup> Street between West Main Street and West Lyon Street was recently replaced in 2014 and included colored pavement. This sidewalk does not meet the current requirements of ADA accessibility due to several areas that exceed the maximum cross slope. Several of the existing pedestrian ramps are not ADA compliant.

### Utilities

The existing watermain along West Lyon Street is 4" ductile iron pipe (DIP) between East College Drive and North 5<sup>th</sup> Street. The existing watermain under North 3<sup>rd</sup> Street is a 4" DIP that runs between West Main Street and West Lyon Street. Several of the existing water services in this area have been observed to be lead material and can be inferred that most of the remaining services are made of a similar material. All of the 4" DIP in this project area is in poor condition, undersized, and do not provide for sufficient fire hydrant pressures for today's standards.

The existing sanitary sewer main along West Lyon Street between East College Drive and North 3<sup>rd</sup> Street is 8" vitrified clay pipe (VCP). This main flows east to an existing main under College Drive. The existing sanitary sewer main along North 3<sup>rd</sup> Street between West Main Street and West Lyon Street is 8" VCP. This main flows north to West Lyon Street where it continues then westward. On West Lyon Street between North 3<sup>rd</sup> Street and North 4<sup>th</sup> Street, the existing sanitary sewer main is 10" VCP. This main collects from North 3<sup>rd</sup> Street and continues to flow to the west. The remaining block of West Lyon Street between North 4<sup>th</sup> Street and North 5<sup>th</sup> Street is 12" VCP. This main collects the previous two segments and flows west to North 5<sup>th</sup> Street. There is no sanitary sewer main on North 3<sup>rd</sup> Street between West Lyon Street and West Redwood Street. The age and condition of the sewer in these segments make this sewer a good candidate for replacement with this project.

There are limited segments of separate existing storm sewer. Catch basins at the intersection of West Lyon Street and North 3<sup>rd</sup> Street drain into an existing 12" storm sewer pipe. The 12" storm sewer main flows north towards West Redwood Street. Based on an analysis of the existing drainage area and the downstream storm sewer main, the storm sewer system is undersized under current standards. There is insufficient catch basins to provide adequate surface drainage and downstream storm sewer main under North 3<sup>rd</sup> Street and further are not large enough to provide sufficient

capacity for the drainage areas. This insufficiency in the existing system leaves risk for street flooding during heaving rain events.

### 3.0 PROPOSED IMPROVEMENTS

#### Street

A concrete pavement section will be proposed and discussed in this feasibility report. Staff is proposing a street section comprised of 7" of concrete surfacing, 6" of Class 5 aggregate base, and 12" of Select Granular subbase. A geotextile fabric will be placed on the subgrade prior to the placement of the Select Granular subbase. A 6" perforated drain tile shall be installed at the back of the curb below the aggregate base to provide subsurface drainage for the street section.

A concrete pavement section in the Addison Parking Lot is proposed with a 6" concrete surface and 6" of Class 5 aggregate base. A geotextile fabric will be placed on the subgrade prior to the placement of the Class 5 aggregate base.

The proposed roadway will be 52.5-FT travel way (as measured from curb face to curb face) on West Lyon Street from East College Drive to North 5<sup>th</sup> Street and North 3<sup>rd</sup> Street from West Lyon Street to West Redwood Street. The project proposes two 12-FT travel lanes, an 8-FT parallel parking lane, and a 20.5-FT 45-degree angled parking lane. On West Lyon Street, the angled parking lane will be on the north side and the parallel parking will be on the south side of the street. On North 3<sup>rd</sup> Street between West Lyon Street and West Redwood Street, the angled parking lane will be on the east side of the street and the parallel parking lane on the west side of the street. The proposed roadway on North 3<sup>rd</sup> Street from West Main Street to West Lyon Street would be changed from a two-way traveled direction to a one-way traveled direction progressing northbound and the travel width (as measured from curb face to curb face) will be variable. South of the alley, the width will be a 34.5-FT travel way. In this segment, there will be a 14-FT travel lane and a 20.5-FT 45-degree angled parking lane on the west side of the street. North of the alley, the width will be a 43.5-FT travel way. In this segment, there will be a 14-FT travel lane, a 20.5-FT 45-degree angled parking lane on the west side, and a 9-FT parallel parking lane on the east side of the street. The existing intersection signal at West Main Street and North 3<sup>rd</sup> Street will be reconfigured to no longer have signal heads in the direction of North 3<sup>rd</sup> Street and the signal will be reprogrammed as a "pedestrian signal" that would only stop traffic when a pedestrian activates the crossing push button.

The proposed segment of West Lyon Street between East College Drive and North 5<sup>th</sup> Street will be 2.5-FT narrower than the existing street. The proposed segment of North 3<sup>rd</sup> Street between West Lyon Street and West Redwood Street will be 7.5-FT wider than the existing street. The proposed segments of North 3<sup>rd</sup> Street between West Main Street and West Redwood Street will be 9.5-FT narrower than the existing street south of the alley and 0.5-FT narrower than the existing street north of the alley.

The Addison Parking Lot would be reconfigured to route traffic through a single two-way access to West Lyon Street, utilizing the furthest north existing access location. The two existing accesses east of this location would be closed due to their proximity to the West Lyon Street and East College Drive intersection. The parking stalls would be reconfigured into 90-degree orientations with an internal loop for traffic routing. The existing access to the alley nearby East College Drive would be maintained for an alternative two-way access.

The project is proposing to replace the existing sidewalk on West Lyon Street with a 12.75-FT sidewalk paved from back of curb to right-of-way. A 5-FT sidewalk with a 1-FT grass buffer adjacent to the right-of-way is proposed for the west side of North 3<sup>rd</sup> Street between West Lyon Street and West Redwood Street. On the east side of North 3<sup>rd</sup> Street between West Lyon Street and West Redwood Street, a 5-FT sidewalk with a 1-FT grass buffer is proposed north of the alley, and an 11-FT sidewalk paved from back of curb to right-of-way is proposed on the south side of the alley. On the west side of North 3<sup>rd</sup> Street between West Main Street and West Redwood Street, a 15-FT sidewalk is proposed from back of curb to the right-of-way. On the east side of North 3<sup>rd</sup> Street between West Main Street and West Lyon Street, there are two different proposed widths of sidewalk. South of the alley, a 29.5-FT sidewalk is proposed to provide a “mini plaza” space for streetscaping features and gathering space. North of the alley, a 20.5-FT sidewalk is proposed.

### **Utilities**

The proposed utility improvements include replacing existing VCP sanitary sewer, existing DIP watermain, and existing storm sewer.

The watermain improvements will consist of replacing all DIP watermain with Polyvinyl Chloride (PVC) watermain pipe. Watermain improvements are planned in close coordination with MMU staff input. The existing 4” and 6” DIP in the project will be replaced with 8” PVC pipe. All water services would be replaced with new PVC and curb stops at the right-of-way.

The sanitary sewer system improvements will include replacing all manholes, sewer main, and sewer services along West Lyon Street and North 3<sup>rd</sup> Street. Generally, the VCP main will be replaced with 8” PVC main. All sewer services will be replaced to the right-of-way (ROW) with a minimum 4” pipe size.

The existing storm sewer pipe along North 3<sup>rd</sup> Street will be replaced with new reinforced concrete pipe. Additional catch basins would be installed on North 3<sup>rd</sup> Street at the alley between West Main Street and West Lyon Street. A new reinforced concrete storm sewer main would be installed on West Lyon Street from the intersection of North 3<sup>rd</sup> Street to East College Drive. This new main would serve as the “primary” flow direction for the stormwater drainage for this area. As part of MnDOT’s 2025 College Drive reconstruction project, MnDOT would make a connection to the storm sewer main under East College Drive. Until this construction takes place, the drainage would continue to flow east on North 3<sup>rd</sup> Street as currently. By redirecting the “primary” flow to College Drive, this will reduce the drainage area that enters the downstream storm sewer that is currently undersized. The work in this area will also include replacing all catch basin leads and existing manholes.

## 4.0 STATEMENT OF PROBABLE COST

The estimated costs to complete the proposed improvements are shown below. The estimated construction costs include a 10% allowance for contingencies and a 16% allowance for administrative and engineering costs. The unit prices for each item of work used in determining the estimated cost of construction is based on previous projects similar in nature and is subject to change.

<i>Street and Curb and Gutter</i>	<i>\$1,335,000.00</i>
<i>Watermain Replacement</i>	<i>\$405,000.00</i>
<i>Sanitary Sewer Replacement</i>	<i>\$380,000.00</i>
<i>Storm Sewer Replacement</i>	<i>\$380,000.00</i>
<i>Streetscaping Enhancements</i>	<u><i>\$500,000.00</i></u>
<i>Subtotal Estimated Construction Cost</i>	<i>\$3,000,000.00</i>
<i>Contingencies (10%)</i>	<u><i>\$300,000.00</i></u>
<i>Total Estimated Construction Cost</i>	<i>\$3,300,000.00</i>
<i>Estimated Engineering, &amp; Administration (16%)</i>	<u><i>\$528,000.00</i></u>
<i>Total Estimated Project Cost</i>	<u><i>\$3,828,000.00</i></u>

## 5.0 PROPOSED ASSESSMENTS

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

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

Costs for the street replacements will be partially assessed to the adjacent property owners in accordance with the most recent Special Assessment Policy and partially funded by the Wastewater Department, MMU, and Surface Water Management Utility fund.

Streetscaping improvements will be partially assessed to the adjacent property owners as directed through Council action describing the split amounts.

A preliminary assessment roll showing the estimated assessments for each benefiting parcel, City Participation, and utility participation will be prepared at a later date for consideration by the City Council in accordance with the most recent Special Assessment Policy.

### 6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

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

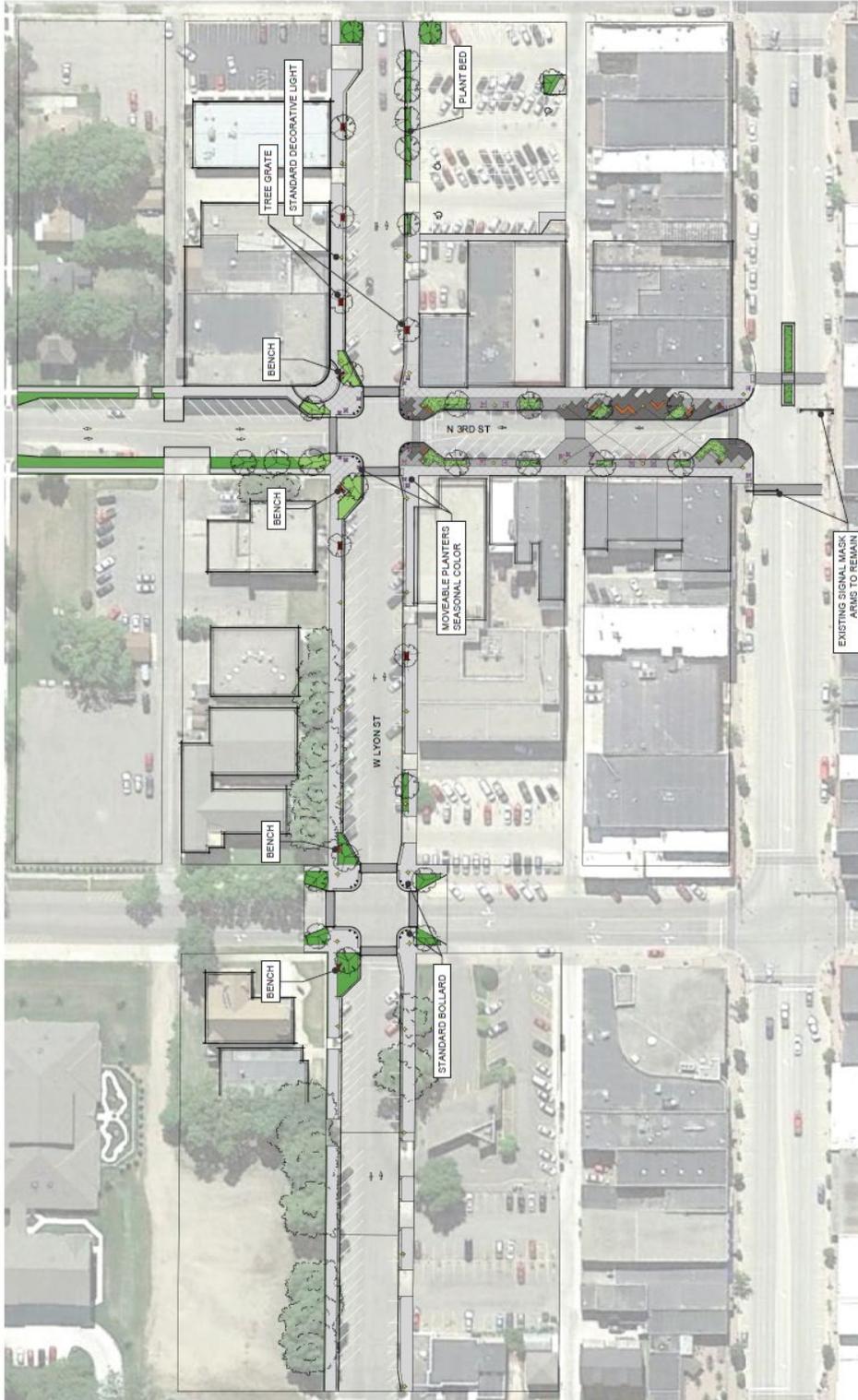
### 7.0 PROPOSED PROJECT SCHEDULE

The following is the anticipated schedule for the project, assuming the City Council elects to proceed with the proposed improvements.

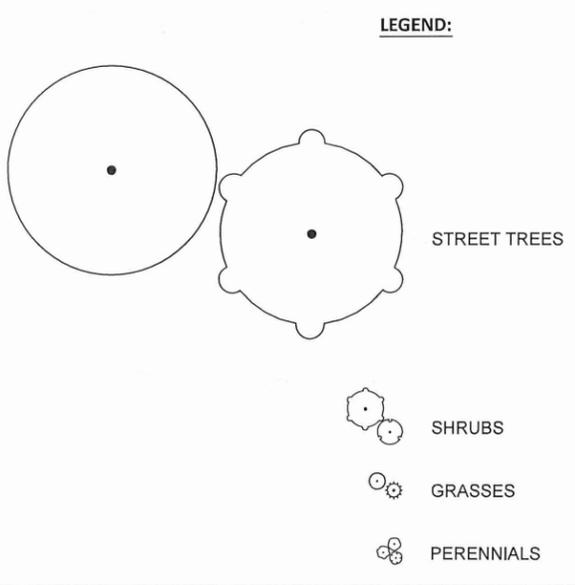
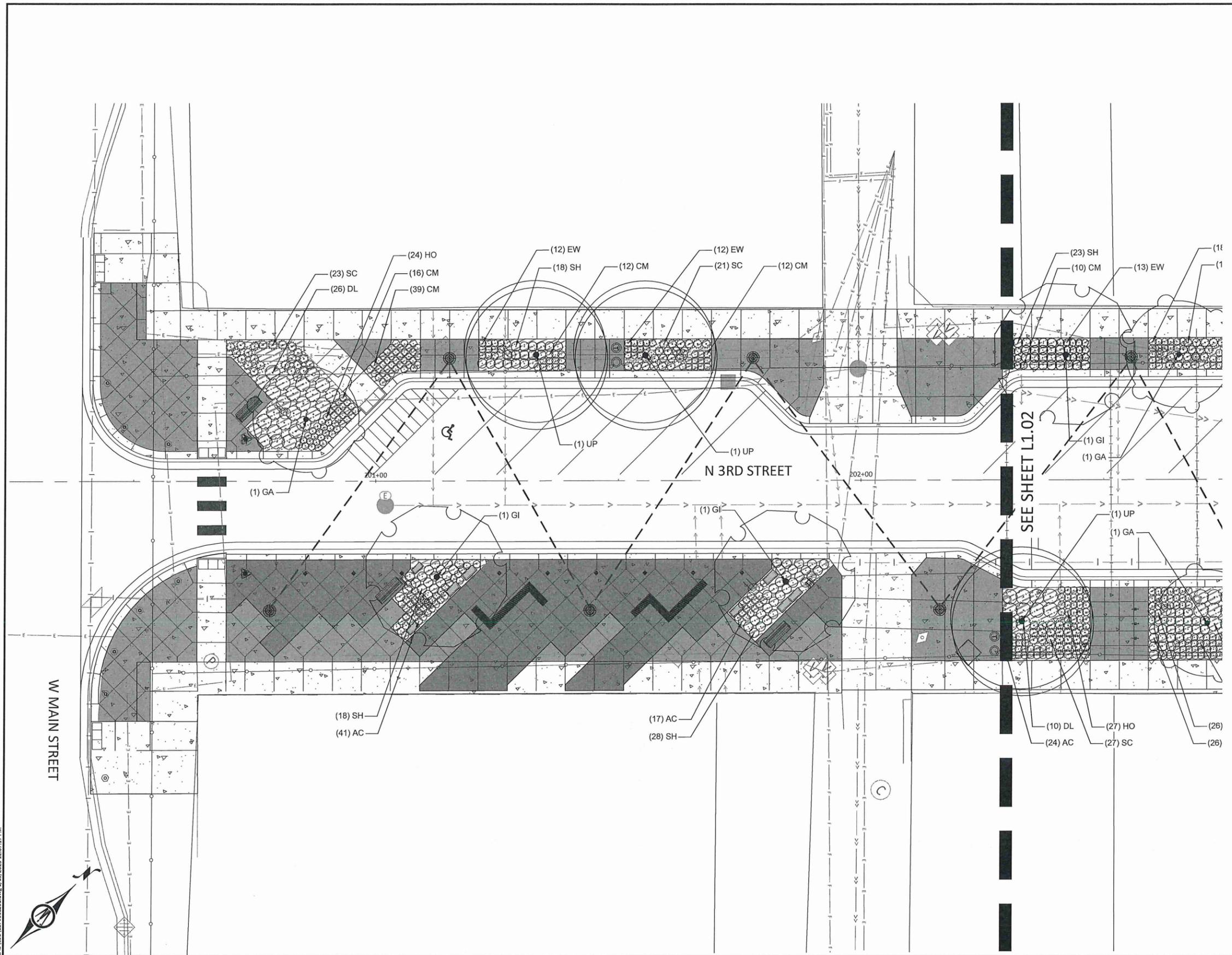
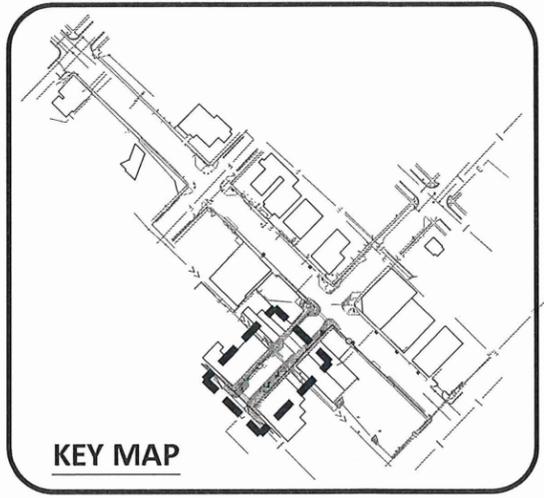
- January 24, 2023 ..... Public Hearing on Improvement/Order Plans & Specs  
Approve Plans & Specs/Authorize Call for Bids
- January 27-February 22, 2023 ..... Advertise for Bids
- February 22, 2023 ..... Bid Opening Date
- February 28, 2023 ..... Award Contract
- April 17, 2023 ..... Notice to Proceed
- May 2023 ..... Begin Construction
- September 2023 ..... End Construction
- December 12, 2023 ..... Public Hearing on Assessment/Adopt Assessment

# APPENDIX

# PROJECT LAYOUTS



## 3RD STREET & LYON IMPROVEMENTS DRAFT CONCEPT DESIGN



SEE SHEET L1.02

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**REVIEW PLAN**

SAMUEL J. KESSEL  
 LIC. NO. 50677 DATE XX/XX/2023



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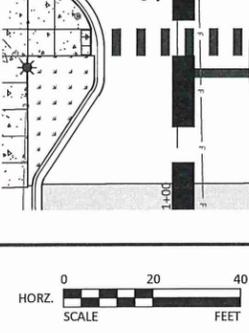
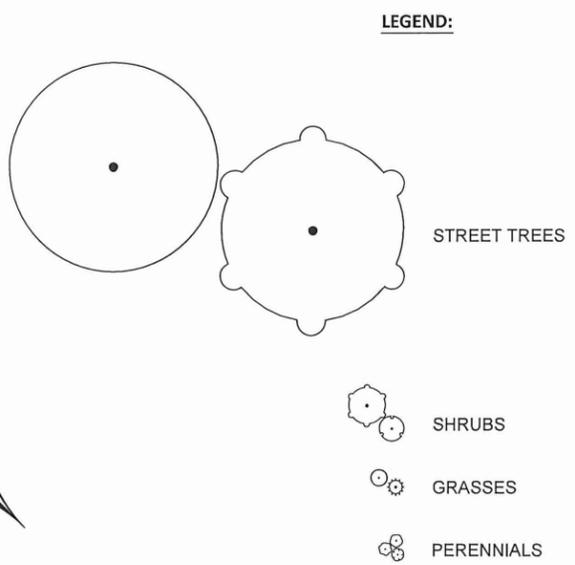
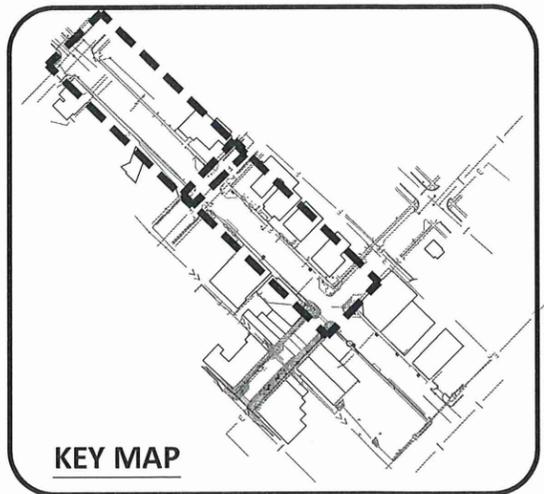
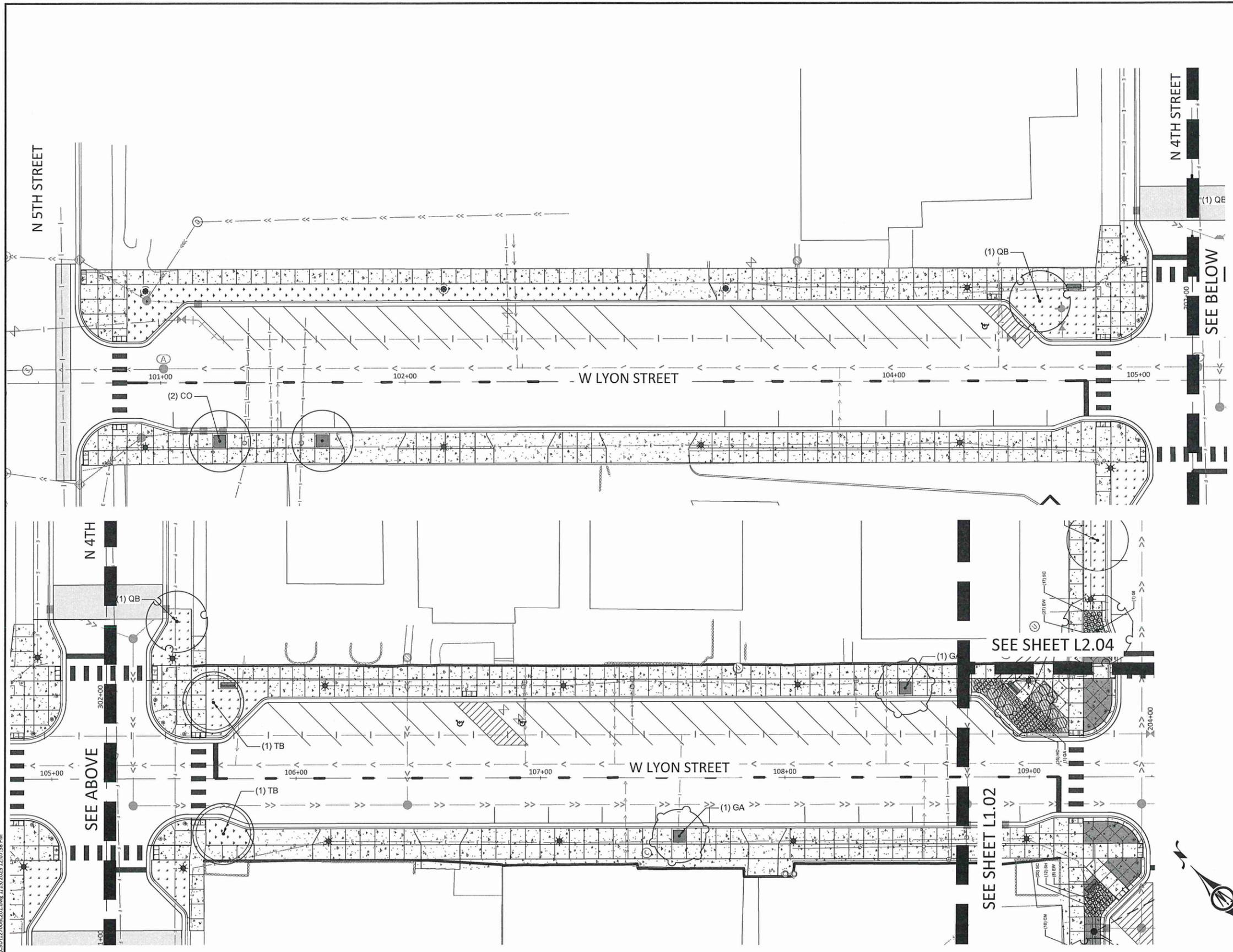


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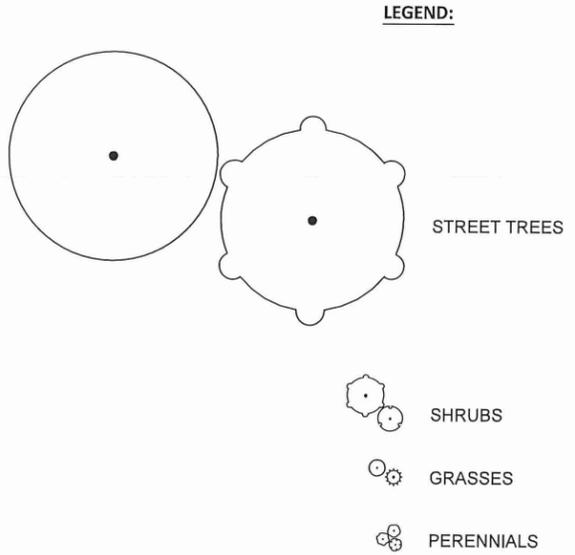
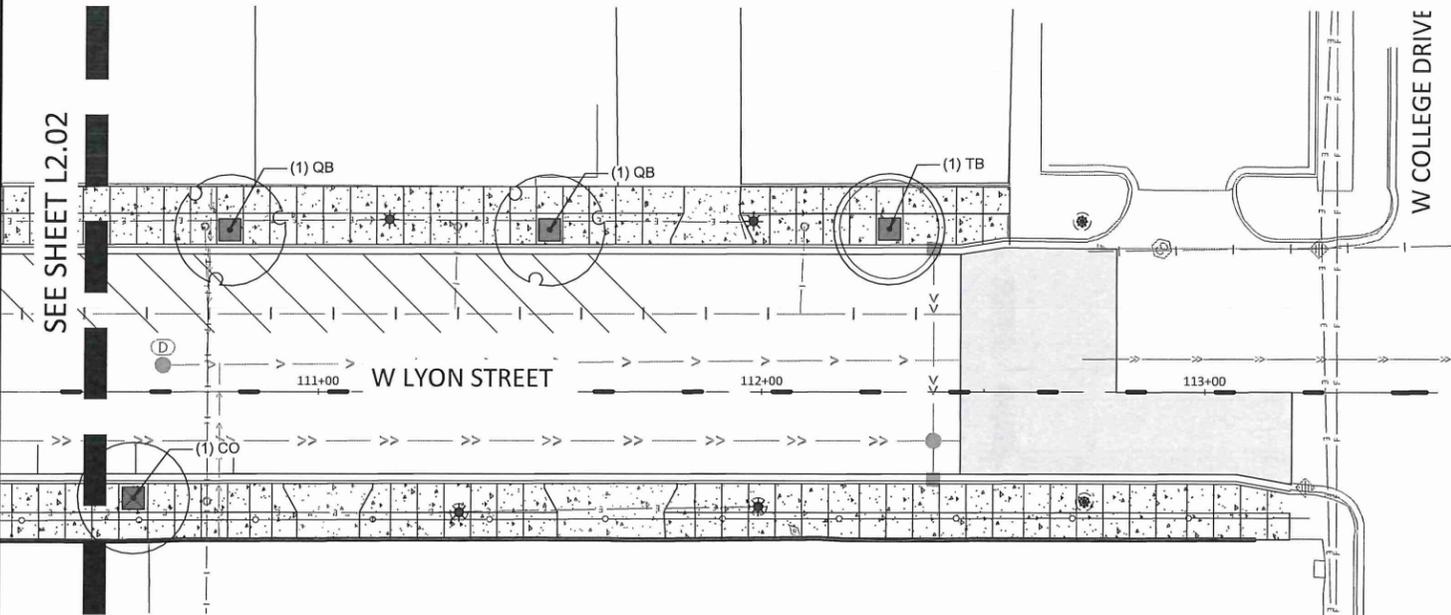
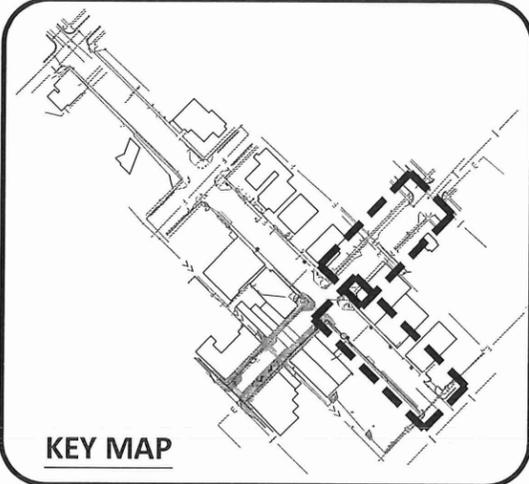
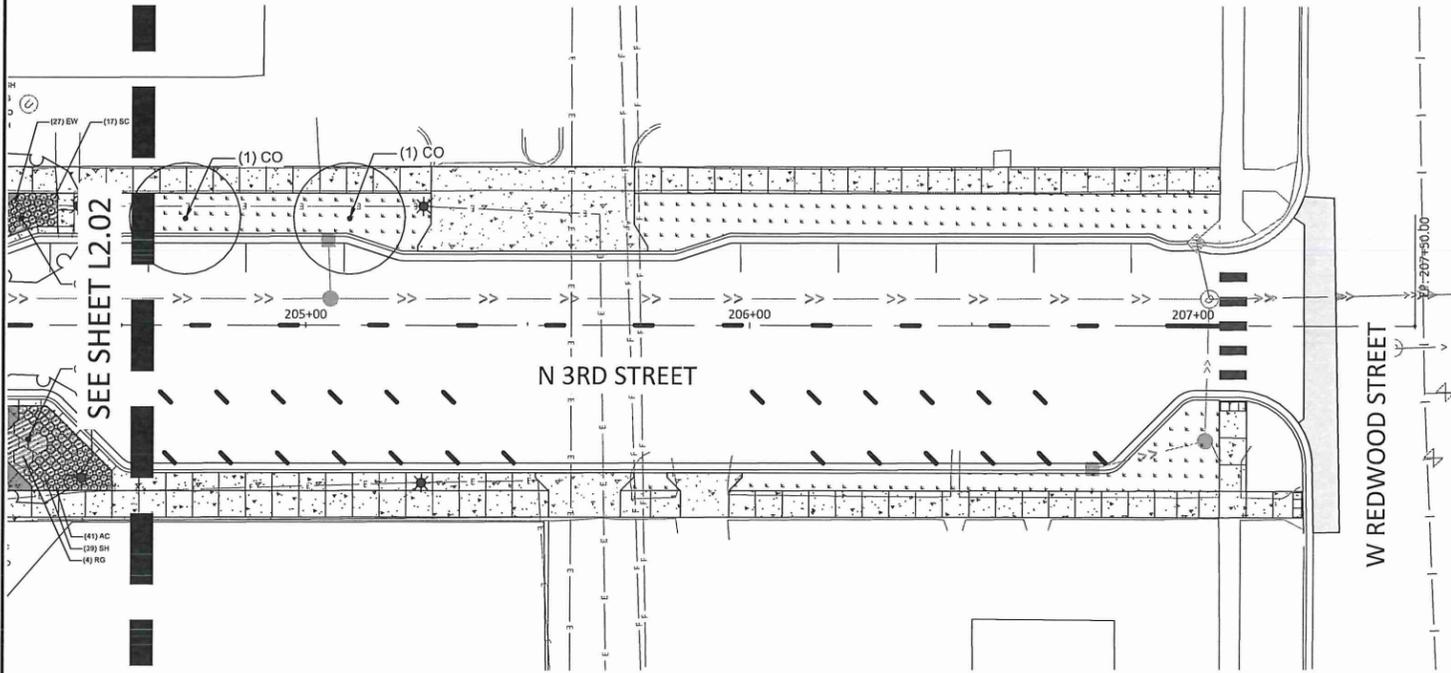
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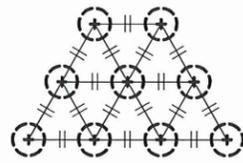
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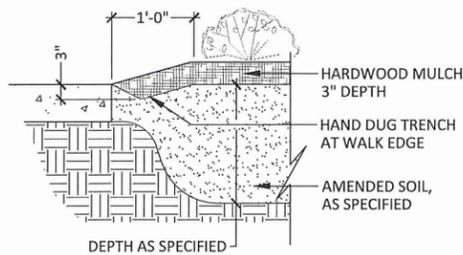
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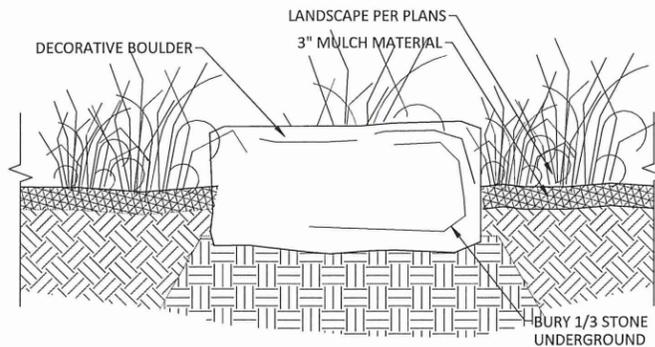


- NOTES:
- O.C. TRIANGULAR PLANT SPACING PER PLANS
  - AREAS IDENTIFIED ON PLANTING PLAN AS O.C. SHALL BE TRIANGULAR SPACED
  - SEE PLANTING PLAN/SCHEDULE FOR SPECIES

1 PERENNIAL PLANT SPACING  
SCALE: N.T.S.



2 PLANTING EDGE AT HARDSCAPE SURFACE  
SCALE: N.T.S.



BOULDER GENERAL NOTES

- SEE PLAN FOR LOCATIONS. FIELD VERIFY LOCATION BY OWNER'S REPRESENTATIVE.
- BOULDERS TO VARY IN SIZE FROM 2'-3' TALL, 2'-3' WIDE, 2'-3' DEEP
- NATURAL SHAPED BOULDERS, COLOR TO VARY - CONTRACTOR TO SUBMIT BOULDER TYPE AND COLOR FOR APPROVAL

3 DECORATIVE BOULDER SETTING DETAIL  
SCALE: N.T.S.

PLANT SCHEDULE

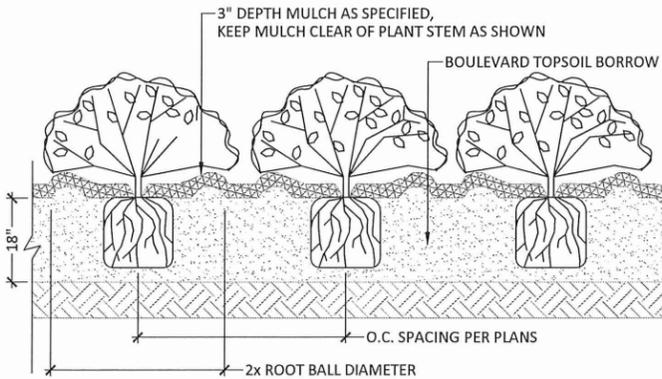
OVERSTORY TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
CO	6	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2.5" CAL.	B&B
GA	8	GINKGO BILOBA 'AUTUMN GOLD'	AUTUMN GOLD MAIDENHAIR TREE	2.5" CAL.	B&B
GI	6	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	SKYLINE® HONEY LOCUST	2.5" CAL.	B&B
QB	4	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.	B&B
TB	3	TILIA AMERICANA 'BOULEVARD'	BOULEVARD AMERICAN LINDEN	2.5" CAL.	B&B
UP	4	ULMUS AMERICANA 'PRINCETON'	PRINCETON AMERICAN ELM	2.5" CAL.	B&B

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPREAD
DL	64	DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE	#5 CONT.	36" O.C.
RG	14	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	#5 CONT.	60" O.C.

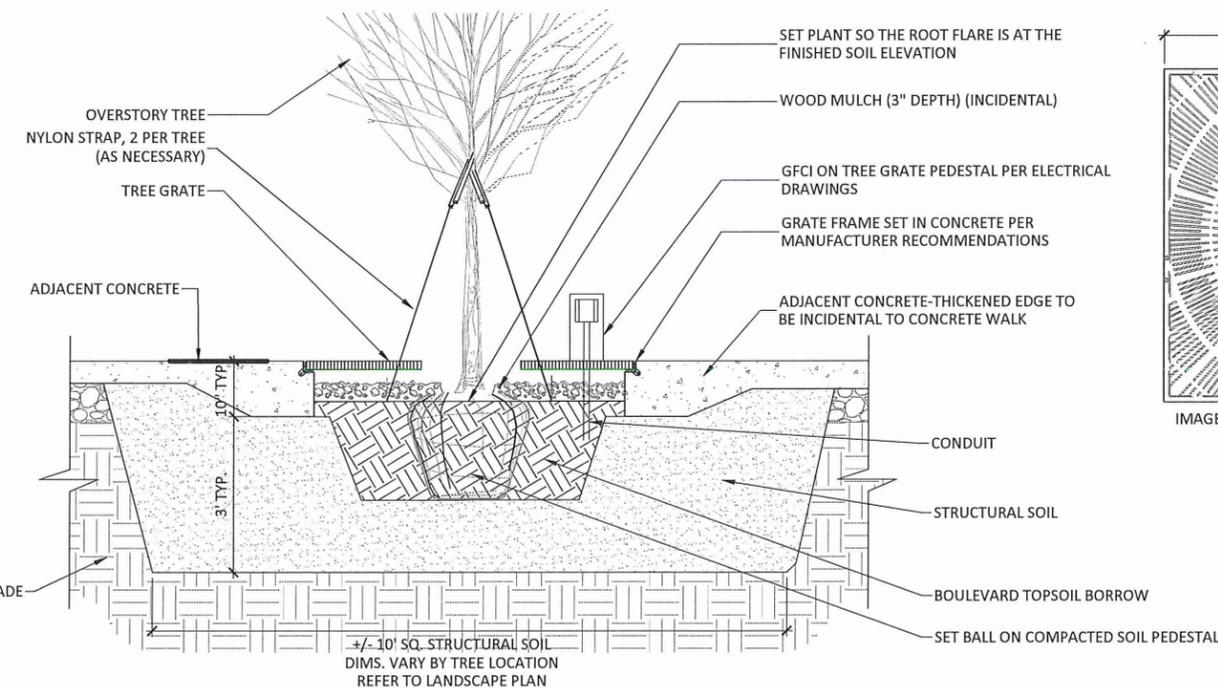
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPREAD
AC	181	ASTILBE X CHINENSIS 'VISIONS'	HAPPY DAY ASTILBE	#1 CONT.	18" O.C.
CM	115	COREOPSIS X 'MOONBEAM'	MOONBEAM TICKSEED	#1 CONT.	18" O.C.
EW	85	ECHINACEA PURPUREA 'PAS702917'	POWWOW® WILD BERRY CONEFLOWER	#1 CONT.	18" O.C.
HO	235	HEMEROCALLIS X 'STELLA DE ORO'	STELLA DE ORO DAYLILY	#1 CONT.	18" O.C.
SC	218	SCHIZACHYRIUM SCOPARIUM 'CAROUSEL'	CAROUSEL LITTLE BLUESTEM	#1 CONT.	24" O.C.
SH	247	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	#1 CONT.	24" O.C.

GENERAL NOTES:

- MASTER PLANT SCHEDULE: ALL PLANT MATERIALS ARE LISTED IN THE MASTER PLANT SCHEDULE. IF THERE IS A CONFLICT BETWEEN THE QUANTITIES SHOWN ON THE DRAWING AND THE QUANTITIES SHOWN IN THE PLANT SCHEDULE, THE PLAN QUANTITIES SHALL PREVAIL.
- ALL DISTURBED AREAS SHALL RECEIVE SOD PER EROSION AND SEDIMENT CONTROL PLANS.
- CONTRACTOR TO PRESERVE AND PROTECT EXISTING TREES AND SHRUBS, UNLESS OTHERWISE NOTED. ANY PLANT MATERIAL DAMAGED DUE TO CONTRACTOR NEGLIGENCE SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.



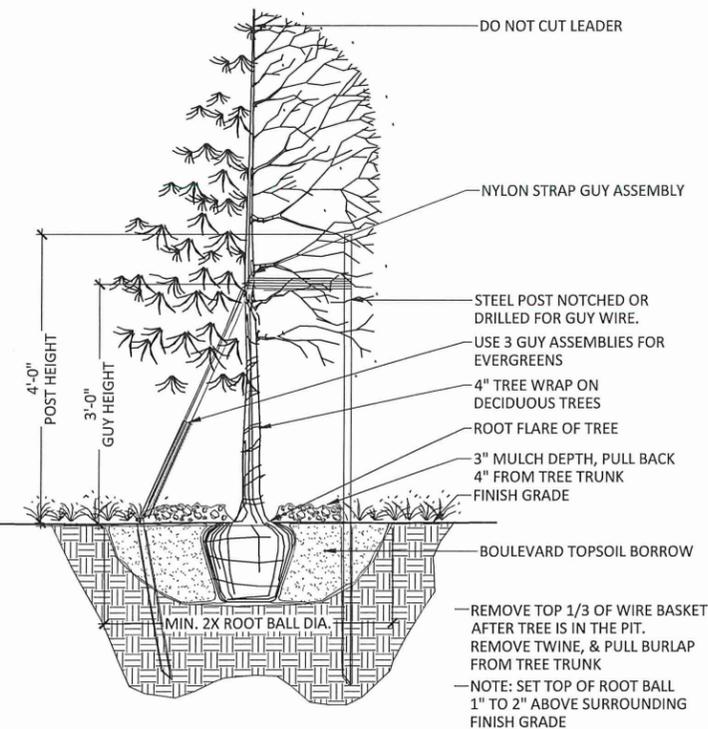
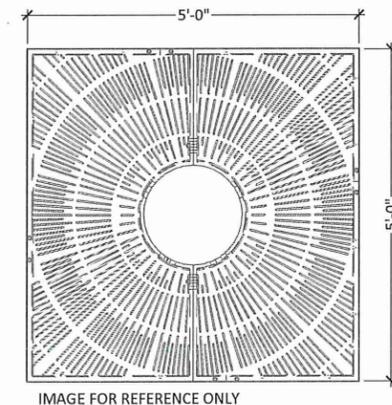
4 PERENNIAL / SHRUB PLANTING  
SCALE: N.T.S.



TREE GRATE PLANTING NOTES:

- TREE GRATE - NEENAH METROPOLITAN COLLECTION R-8709-A TREE GRATE AND FRAME OR APPROVED (6'X6') EQUAL
- CAST IRON / NATURAL FINISH
- NO OPENINGS GREATER THAN 1/4"
- REFER TO MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION DETAILS
- CONTRACTOR TO USE CONCRETE EMBEDDED "L" FRAME ON ALL SIDES OF GRATE ADJACENT TO CONCRETE. SECURE PER MANUFACTURER RECOMMENDATIONS
- EACH NEW TREE PIT SHALL CONTAIN APPROXIMATELY 10 CY OF STRUCTURAL SOIL (10'x10'x2.5' DEEP)
- TREE PLANTINGS WHERE THE TREE PIT IS OPEN, BLVD. TOPSOIL SHOULD BE PLACED AROUND THE TREE BALL AND ALL OPEN PLANTING AREA. STRUCTURAL SOIL SHOULD BE PLACED UNDER THE BALL TO PREVENT TREE BALL SUBSIDENCE.

6 TYPICAL SECTION: TREE GRATE & STRUCTURAL SOIL



5 TREE PLANTING  
SCALE: N.T.S.

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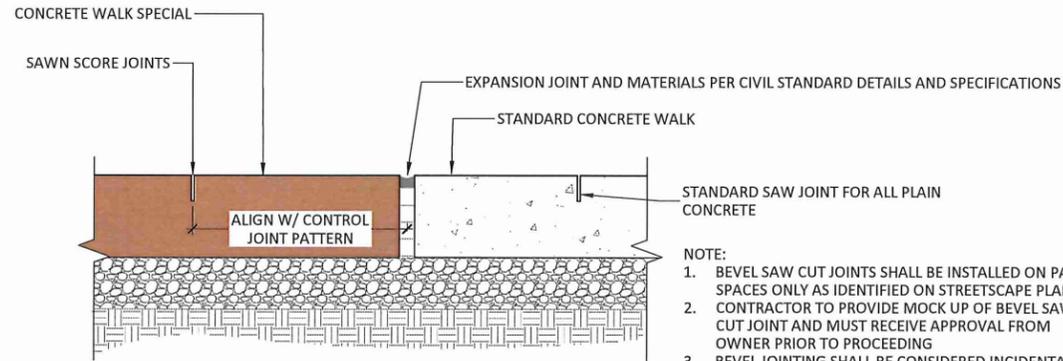
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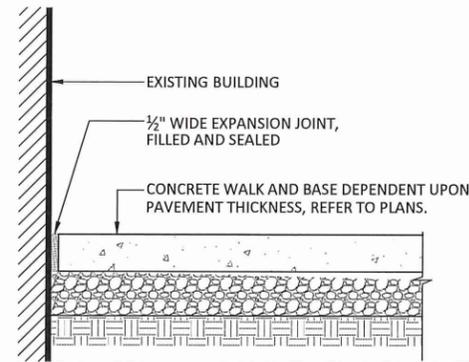
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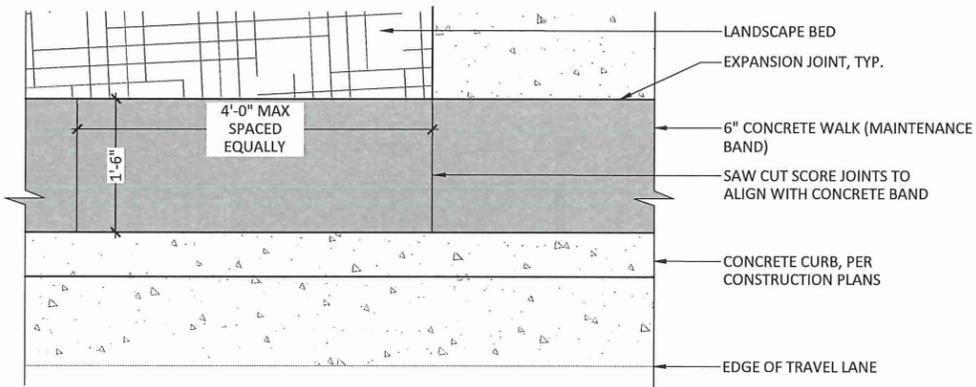
- NOTE:
1. BEVEL SAW CUT JOINTS SHALL BE INSTALLED ON PATIO SPACES ONLY AS IDENTIFIED ON STREETScape PLANS. CONTRACTOR TO PROVIDE MOCK UP OF BEVEL SAW CUT JOINT AND MUST RECEIVE APPROVAL FROM OWNER PRIOR TO PROCEEDING
  2. BEVEL JOINTING SHALL BE CONSIDERED INCIDENTAL TO THE UNIT COST OF CONCRETE WALK SPECIAL.
  3. STANDARD SAWN JOINTS SHALL BE INCIDENTAL TO THE UNIT COST OF CONCRETE TYPE INSTALLED ON.
  4. HAND TOOLED JOINTS WILL NOT BE ACCEPTED



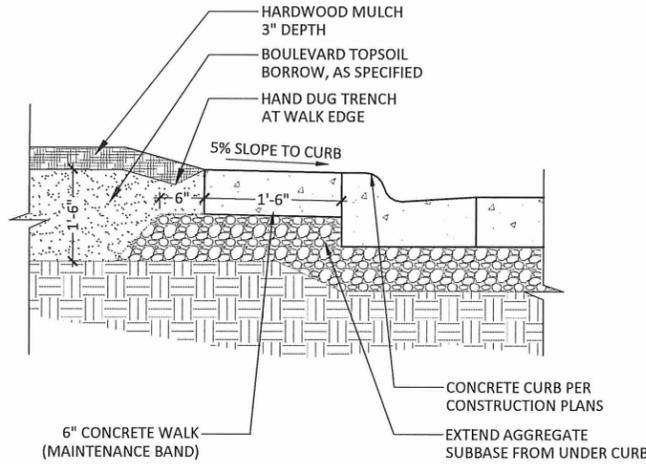
1 TYPICAL SECTION: CONCRETE SIDEWALK JOINTS - BEVELED AND STANDARD

2 CONCRETE SIDEWALK AT BUILDING

- SCORING NOTES:
1. PROVIDE A CONSISTENT PANEL LENGTH, WITH 4'-0" MAX DISTANCE BETWEEN SCORE JOINTS.



3 PLAN ENLARGEMENT: 6" CONCRETE WALK (MAINTENANCE BAND)  
SCALE: N.T.S.



4 TYPICAL SECTION: LANDSCAPE BED  
SCALE: N.T.S.

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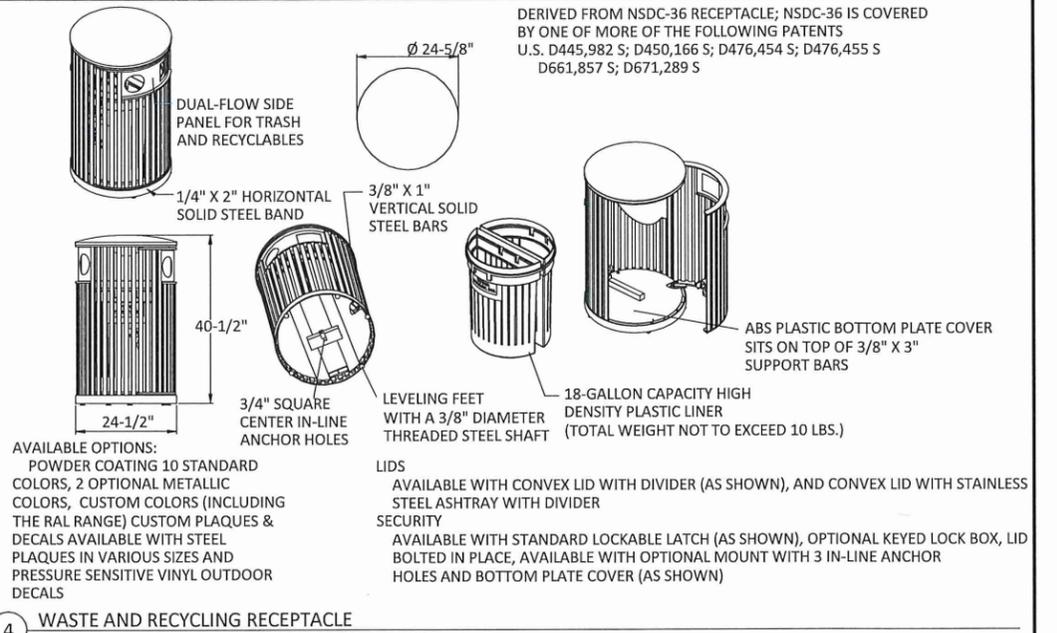
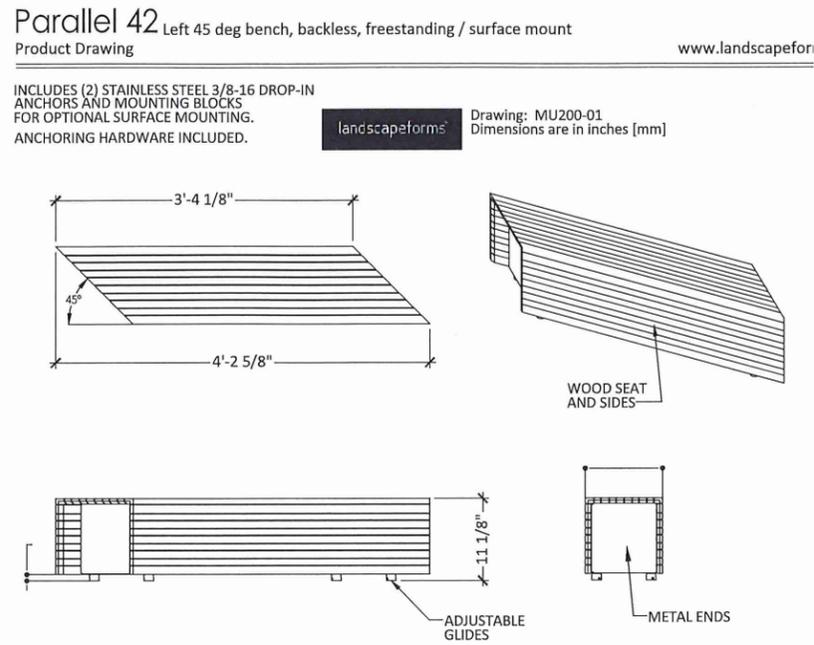
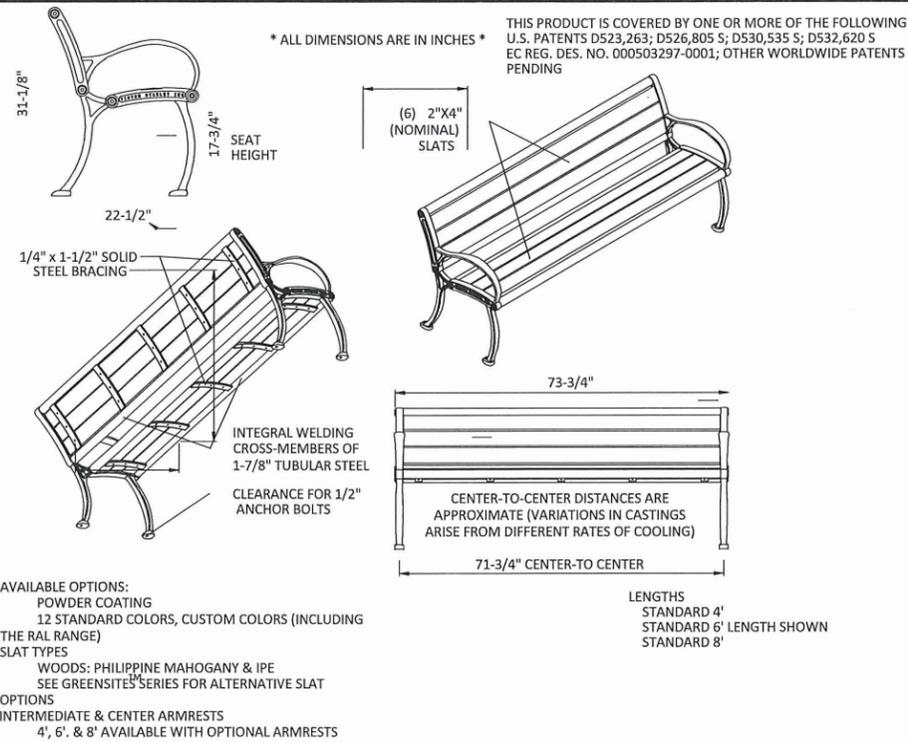


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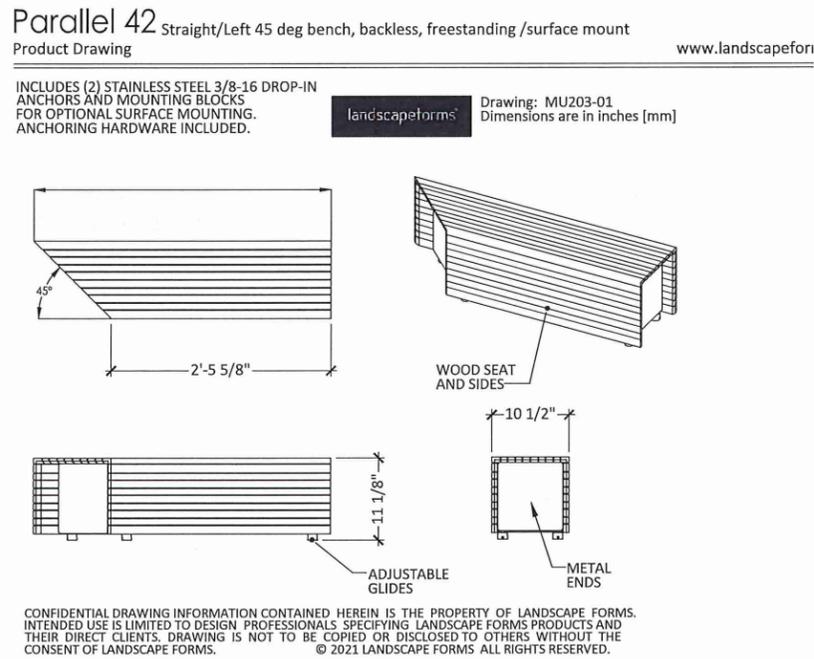
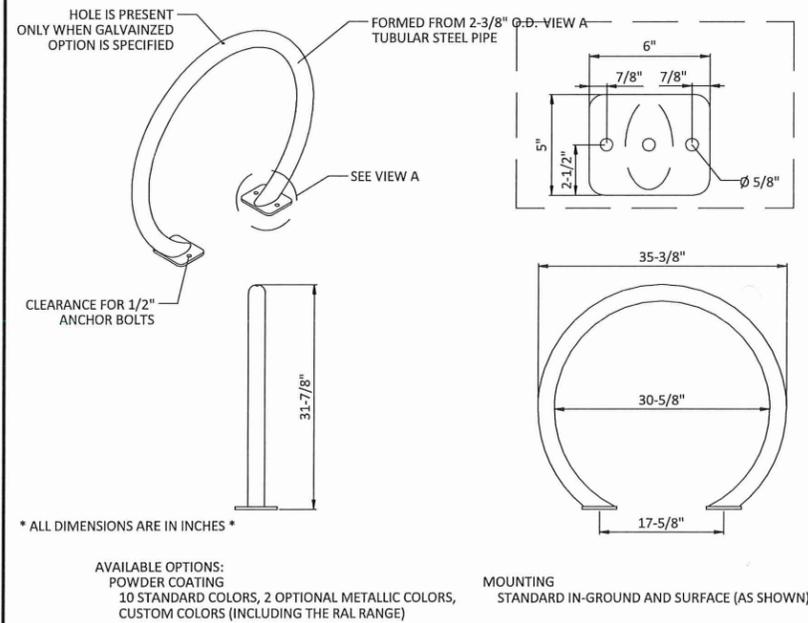
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**1 BENCH TYPE 1**



**2 BIKE RACK**

**3 BENCH TYPE 2**

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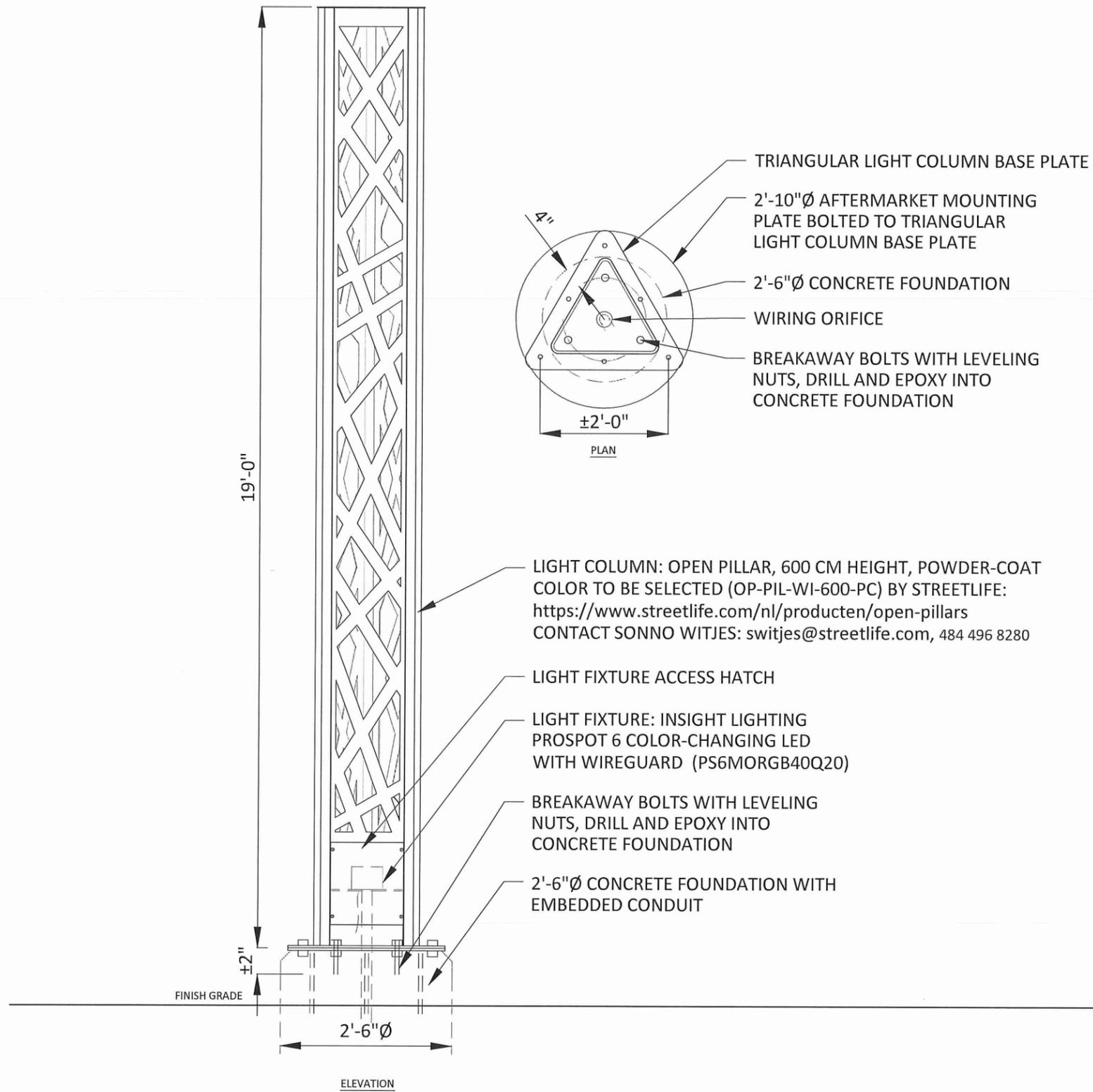
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1 GATEWAY MONUMENT COLUMN W/LIGHT  
SCALE: NTS

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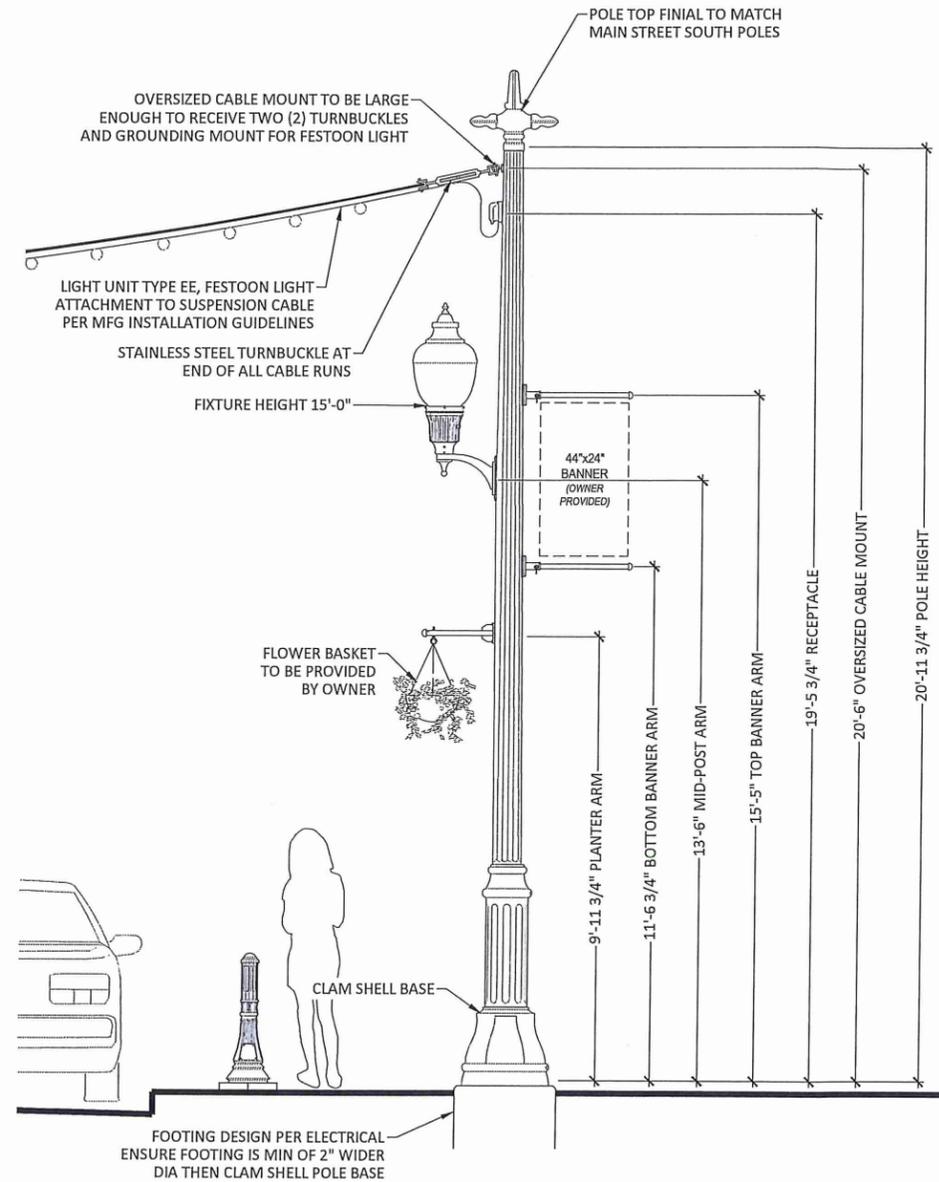
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**LIGHT UNIT NOTES:**

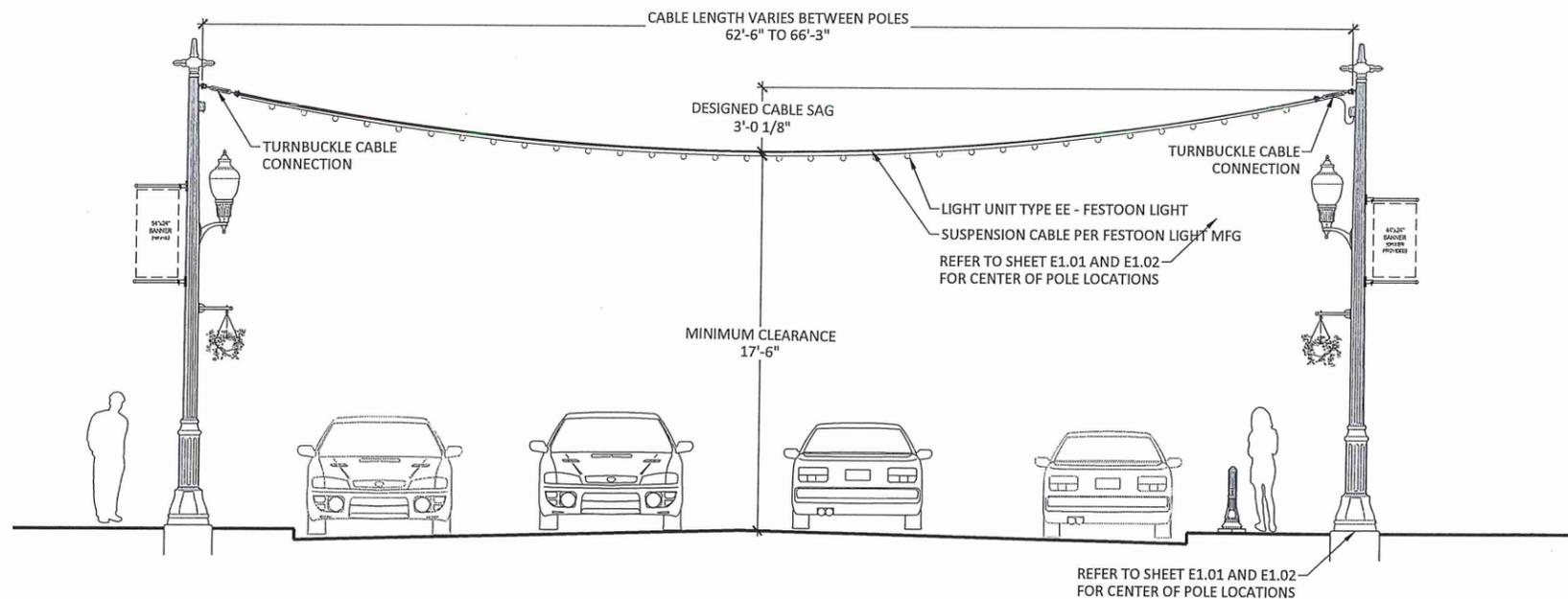
1. STRUCTURAL DESIGN OF POLE IS THE RESPONSIBILITY OF THE POLE MANUFACTURER TO WITHSTAND POLE LOADS AND SUSPENSION CABLE
  - 1.1. SUSPENSION CABLE SAG OF 36" MINIMUM
  - 1.2. SYSTEM IS SIZED TO ONLY SUPPORT ITEMS SPECIFIED ON POLE ASSEMBLY AND FESTOON LIGHTING. NO ADDITIONAL ITEMS TO BE ATTACHED TO POLE OR SUSPENSION CABLE.
2. STRUCTURAL DESIGN OF POLE FOOTING SHALL FOLLOW ELECTRICAL ENGINEER SPECIFICATIONS AND DETAILS.
3. MOUNTING AIRCRAFT CABLE TO BE ML2000-AC-1/8" FROM CALI LIGHTING OR APPROVED EQUAL AS REQUIRED FOR STRUCTURAL INTEGRITY OF SYSTEM. CONTRACTOR TO COORDINATE LOAD REQUIREMENTS WITH POLE MFG DURING FINAL SHOP DRAWING REVIEW.
4. CONTRACTOR TO USE CABLE CRIMPING PER CABLE MANUFACTURER WITH WIRE ROPE THIMBLES AND STAINLESS STEEL CABLE FERRULES TO CREATE LOOPED ENDS OR APPROVED EQUAL. CONTRACTOR RESPONSIBLE TO ENSURE STRUCTURAL INTEGRITY OF CABLE CONNECTIONS.
5. TURNBUCKLES TO BE JAW/JAW TURNBUCKLE - 316 STAINLESS STEEL. SIZED FOR WORKING LOAD LIMITS OF CABLE SYSTEM OR APPROVED EQUAL. NO OPEN CONNECTIONS OR HOOKS WILL BE ACCEPTABLE.
6. POLE EYELET TO BE OVERSIZED TO FIT TWO TURNBUCKLE JAWS AND GROUNDING CONNECTION FOR FESTOON LIGHT. ALL POLES TO ASSUME TWO CABLE TURNBUCKLES TO BE ATTACHED AS LAID OUT PER PLANS. CONTRACTOR SHALL PROVIDE CONNECTION MOCKUP OF TURNBUCKLES AND POLE EYELET TO ENSURE FIT AND FUNCTION. ALTERNATIVE METHODS CAN BE PROPOSED DURING SHOP DRAWING PROCESS.
7. LIGHT UNIT TYPE EE TO BE CALI ML2000 WITH POWER PLUG FOR OUTDOOR WET LOCATION OR APPROVED EQUAL. INSTALLATION PER MFG INSTALLATION INSTRUCTIONS TO AIRCRAFT CABLE.
8. PROVIDE GROUND CONNECTION FOR STRAIN RELIEF CABLE ON FESTOON LIGHT AS REQUIRED BY MANUFACTURER AND SHALL BE CONSIDERED INCIDENTAL TO LIGHT UNIT TYPE EE.
9. INSTALLATION OF SUSPENSION CABLE AND FESTOON LIGHT TO FOLLOW ZIG-ZAG RUN PATTERN NOT EXCEEDING MFG RECOMMENDED LENGTH. CONTRACTOR TO FOLLOW MFG RECOMMENDATION FOR MINIMUM BEND RADIUS AND CABLE LOCKING TO PREVENT DAMAGE TO STRING LIGHT SYSTEM.
10. MEASUREMENT FOR PAYMENT SHALL BE FROM POLE CONNECTION POINT TO POLE CONNECTION POINT. ALL HARDWARE, LOOPS, TIE BACKS, TURNBUCKLES, AND OTHER HARDWARE REQUIRED TO COMPLETE CABLE INSTALLATION SHALL BE CONSIDERED INCIDENTAL TO CABLE UNIT PRICE.



**NOTES:**

1. REFER TO ELECTRICAL SHEETS AND SPECIFICATIONS FOR PRODUCT MODEL NUMBERS
2. FINAL HEIGHT AND ORIENTATION FOR ALL POLE ACCESSORIES TO BE DEFINED DURING SHOP DRAWING PROCESS PRIOR TO PRODUCTION.
3. REFER TO MFG AND ELECTRICAL PLANS/SPECS FOR ANCHOR BOLTS AND FOOTING DESIGN
4. B3 AND B5 LIGHT UNITS SHALL INCLUDE ALL ASSEMBLY ITEMS IDENTIFIED AND SHALL BE INCIDENTAL TO UNIT PRICE.

**3 LED BOLLARD**  
SCALE: NTS



**1 LIGHT UNIT TYPE B WITH SUSPENSION CABLE LAYOUT**

**2 LIGHT UNIT TYPE B - PEDESTRIAN LIGHT ASSEMBLY**

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ELECTRICAL DETAILS

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**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Sheila Dubs
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of Memorandum of Agreement amending AFSCME Article 13.2
<b>Background Information:</b>	<p>Article 13 of the AFSCME union agreement relates to Stand-By assignments and pay for employees who work at the wastewater treatment facility. This memorandum of agreement would add the title of Technical Operator to clause 13.2.</p> <p>The City desires to add the Technical Operator position title to clause 13.2 so that the Technical Operator is eligible for stand-by assignments and the associated pay per day, thus giving the Plant Superintendent more flexibility to cover shifts when an employee is ill or on vacation.</p> <p>City staff initiated this amendment and the Union has indicated agreement. If approved by the Council, this Memorandum of Agreement will be attached to the current 2022-2024 labor agreement, and clause 13.2 will be updated on the future labor agreement.</p> <p>A copy of the current agreement is attached in the background packet for reference.</p>
<b>Fiscal Impact:</b>	This amendment will not result in additional costs. For each standby shift, only the employee that worked the shift receives the standby pay.
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	That the Council approve the Memorandum of Agreement

**Memorandum of Agreement  
between  
American Federation of State, County and Municipal Employees, Council No. 65  
and  
City of Marshall**

This Memorandum of Agreement, hereinafter referred as the “MOA”, is entered into by and between the American Federation of State, County and Municipal Employees, Council No. 65, hereinafter referred to as the “Union”, and the City of Marshall, Minnesota, hereinafter referred to as the “City”.

**Recitals**

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit, hereinafter referred to as “Bargaining Unit Employees”;

WHEREAS, the Union and Employer are parties to a Labor Agreement, effective January 1, 2022 through December 31, 2024, hereinafter referred to as the Labor Agreement; and

WHEREAS, the parties hereto desire to amend Article 13 of the Labor Agreement; and

NOW, THEREFORE, the parties hereto agree as follows:

**Agreement**

**Article 1. Amended Article 13**

Article 13, clause 13.2 is amended to include the position of Technical Operator and reads as follows:

13.2 The EMPLOYER shall make stand-by assignments for qualified personnel. The positions eligible for stand-by assignments are: Wastewater Treatment Plant Operator I, Wastewater Treatment Operator II, Wastewater Treatment Senior Maintenance Operator, Wastewater Treatment Maintenance Operator, and Technical Operator.

**Article 2. Entire Understanding**

This MOA constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOA, other than the representations, covenants, or inducements contained and memorialized in this MOA. This MOA supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOA.

**Article 4. Limitations**

This MOA is intended for the sole and limited purpose specified herein. This MOA cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, or past practice.

**Article 5. Amendment or Modification**

This MOA or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOA; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

**Article 6. Voluntary Understanding of the Parties**

The parties hereto acknowledge and agree that this MOA is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

**Article 7. Effective Date**

This MOA shall be effective on the first business day following the latest date affixed to the signatures below.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto

City of Marshall

American Federation of State, County, and  
Municipal Employees, Council No. 65

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

*Eric Austin*  
\_\_\_\_\_  
Business Agent

1.9.2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

*Carey Sumner*  
\_\_\_\_\_  
Union President

1/9/23  
\_\_\_\_\_  
Date

Employer  
Copy

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**LABOR AGREEMENT**  
**BETWEEN**  
**THE CITY OF MARSHALL**  
**AND**  
**AMERICAN FEDERATION OF STATE, COUNTY**  
**AND MUNICIPAL EMPLOYEES, COUNCIL NO. 65**

January 1, 2022– December 31, 2024

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LABOR AGREEMENT  
BETWEEN  
THE CITY OF MARSHALL  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
MINNESOTA COUNCIL NO. 65

**ARTICLE 1 - PURPOSE OF AGREEMENT**

This AGREEMENT is entered into as of January 1, 2022 between the City of Marshall, hereinafter called the EMPLOYER, and American Federation of State, County and Municipal Employees, Council No. 65 (AFSCME), Local Union No. 1687 H AFC-CIO hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and or application; and
- 1.2 Place in written form the parties' agreement on terms and conditions of employment for the duration of this AGREEMENT.

**ARTICLE 2 - RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes for all employees defined in Bureau of Mediation Services Case No. 98-PCE-1014 dated March 3, 1998.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination. The parties agree that limited term, temporary, and intermittent/casual employees are excluded from the bargaining unit.
- 2.3 The EMPLOYER shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which conflicts with the specific written terms or conditions of this Agreement.

**ARTICLE 3 - DEFINITIONS**

- 3.1 UNION: American Federation of State, County and Municipal Employees, Council No. 65, Local Union No. 1687 H AFL-CIO.
- 3.2 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 65, Local Union No. 1687 H AFL-CIO.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The City of Marshall.

- 3.5 UNION STEWARD: The Steward elected or appointed by the UNION.
- 3.6 OVERTIME: Overtime work is hours worked in addition to the established schedule, over eight (8) hours worked per day or the normally scheduled work day (i.e., 10-hour shift) and may only be performed with the approval of the EMPLOYER.
- 3.7 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
  - a) Full-time employee
  - b) Part-time employee - a designated work period
- 3.8 FULL-TIME EMPLOYEE: An Employee who is regularly scheduled to work forty (40) hours per week.
- 3.9 PART-TIME EMPLOYEE: An Employee who is scheduled to work less than forty (40) hours per week.
- 3.10 BUSINESS DAYS: the term "business days" in clause 6.4 shall mean the days of Monday through Friday and excludes designated holidays identified in the City Personnel Policy manual.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, to hire, promote, transfer, and assign the Employees; to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with terms described in this Agreement to the extent practicable; to lay off Employee(s); to assign duties, tasks, jobs, hours, and shifts to Employee(s); to perform any inherent managerial functions set forth in the Public Employment labor Relations Act, as amended, hereinafter referred to as PELRA; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any term and condition of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 4.3 The forgoing enumeration of the Employer's authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.
- 4.4 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any right, prerogative, or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- 4.5 The parties recognize that all Employee's covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

#### ARTICLE 5 - UNION SECURITY

- 5.1 The EMPLOYER shall deduct an amount sufficient to provide payment of regular dues and/or other UNION approved deductions, established by the UNION, from the wage of an employee who authorizes such a deduction, in writing, on a form provided by the UNION. The deduction of dues shall commence on the first day of the month following presentation of the signed form.

The EMPLOYER shall remit such deductions to AFSCME Council 65 (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made, either electronically transmitted or sent by U.S. mail; and

The UNION shall provide the formula to calculate the actual dues deduction to the Employer and is willing to provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in Excel format or via U.S. mail.

- 5.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate. The EMPLOYER agrees to inform the UNION in writing within ten (10) days of employment of the name, classification, and home address of each new employee.
- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements and to make space available for UNION meetings whenever practicable.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

#### ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance:

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

- 6.2 Union Representatives:

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by Sect. 5.2 of this AGREEMENT.

- 6.3 Processing of a Grievance:

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 Procedure:

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1

An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) business days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER Step 1 designated representative (Division Director) will discuss and give an answer to such Step 1 grievance within ten (10) business days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) business days after the EMPLOYER designated representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) business days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative (City Administrator). The EMPLOYER designated representative shall give the UNION the EMPLOYER's Step 2 answer in writing within ten (10) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) business days following the EMPLOYER designated representatives final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) business days shall be considered waived.

Step 3

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative (City Administrator). The EMPLOYER designated representative shall give the UNION the EMPLOYER's Step 3 answer in writing within ten (10) business days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) business days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) business days shall be considered waived.

Step 4

If appealed, the written grievance may be submitted to mediation by the UNION through the State Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) business days following mediation.

Step 5

A grievance unresolved in Step 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made consistent with the rules established by the Bureau of Mediation Services.

6.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver:

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

6.7 Class action grievances are not permitted pursuant to this collective bargaining agreement. Grievances must personally affect the named grievant(s).

6.8 Choice of Remedy:

If the event giving rise to a grievance is appealed to or challenged in any procedure other than the grievance procedure in this Article, at any time, the grievance is no longer subject to this grievance procedure nor arbitration under such procedure.

## ARTICLE 7 - SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal is made within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## ARTICLE 8 – PROBATION

- 8.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of six (6) months of active work (which does not include time spent on a leave of absence except as may be required by law). Part-time employees, who are original hires, or rehires following separation, shall serve a probationary period of 1,040 hours of compensated service excluding overtime.
- 8.2 During the six-month probationary period a newly hired or rehired employee may be disciplined or discharged at the sole discretion of the EMPLOYER without just cause being required or such discipline or discharge being subject to Article 6 (Grievance Procedure) of this Agreement. During the probationary period a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the EMPLOYER.
- 8.3 Eligible employees shall, during the probationary period, accumulate paid leave as provided by Article 16-Vacation and Article 17-Sick Leave. Leaves of absence shall not be permitted during the probationary period, except as required by law.

## ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the EMPLOYER. Job Classification seniority is determined by an employee's length of service in any classification covered by this Agreement. Seniority shall terminate when an employee is separated from employment.
- 9.2 Senior employees will be given preference with regard to changes in job classification through transfer, assignment and promotion in the bargaining unit when the job-relevant qualifications of employees are equal.
- 9.3 Employees will be laid off by job classification seniority. Employees will be given two (2) weeks advance notice of layoff. Employees on layoff will have recall rights for 24 months after layoff. No employees will be hired in any job classification in which employees are laid off who have recall rights.
- 9.4 Part-time employees will accumulate seniority on a pro-rata basis.

## ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
  - a) Oral reprimand;

- b) Written reprimand;
  - c) Suspension;
  - d) Demotion; and
  - e) Discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form. Employees shall receive a copy of written reprimands, suspensions, demotions, or discharges. The UNION shall receive a copy of suspensions, demotions, or discharges.
- 10.3 Written reprimands, notices of suspension, demotions, and discharge shall become part of an employee's personnel file. Written reprimands, notices of suspension, and demotions shall be read and acknowledged by signature of the employee.
- 10.4 Employees may examine and duplicate at their own expense their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 An employee will not be questioned when the information obtained through such questioning may subject the employee to disciplinary action unless the employee has been given an opportunity to have an attorney or union representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VI.

#### ARTICLE 11 – OVERTIME/COMPENSATORY TIME

- 11.1 Overtime work is hours worked in addition to the established schedule, over eight (8) hours worked per day or the normally scheduled work day (i.e., 10-hour shift) and may only be performed with EMPLOYER approval. Vacation, sick leave, paid holidays, compensatory time, and other types of leave do not count toward "hours worked." All authorized overtime for eligible employees shall be compensated at 1.5 times the employee's regular base rate times the number of hours worked or taken as compensatory time off.
- Employees will be compensated for overtime over eight (8) hours worked per day or their normally scheduled work day (i.e., 10-hour shift); except upon employee request and EMPLOYER approval, additional hours worked over eight (8) hours per day, or hours worked over the employee's normally scheduled work day (i.e., 10-hour shift), may be paid as regular time as long as the hours worked do not exceed 40 hours worked per week. Overtime will be compensated for any authorized time worked over 40 hours during a normal work week. Employees must obtain EMPLOYER approval for overtime hours in advance of the time worked.
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.4 Overtime will be calculated to the nearest fifteen (15) minute.
- 11.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

- 11.6 An employee called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a scheduled shift is not a call back.
- 11.7 Compensatory time may be granted to an employee in lieu of overtime pay at the mutual agreement of the employee and supervisor, provided that such compensatory time earned does not exceed a total accumulation of 60 hours. Once an employee has accrued 60 hours of compensatory time, all further overtime will be paid. The maximum accrual carry-over shall be limited to 45 hours of compensatory time. Any compensatory time above 45 hours shall be paid out on the last pay date of the calendar year.

Employees may request and use compensatory time off in the same manner as other leave requests. All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The Human Resource Department will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves City employment at the hourly pay rate the employee is earning at that time.

#### ARTICLE 12—SHIFT DIFFERENTIAL

Effective January 1, 2022, a shift differential of fifty cents (\$0.50) per hour shall be paid to Red Baron Arena & Expo Maintenance Technicians for hours worked between 5:00 p.m. and 12:00 a.m.

#### ARTICLE 13 – STAND-BY

- 13.1 The EMPLOYER maintains the right to make stand-by assignments per Article 4.1 of this agreement.
- 13.2 The EMPLOYER shall make stand-by assignments for qualified personnel. The positions eligible for stand-by assignments are: Wastewater Treatment Plant Operator I, Wastewater Treatment Plant Operator II, Wastewater Treatment Senior Maintenance Operator, and Wastewater Treatment Maintenance Operator.
- 13.3 The EMPLOYEE on stand-by assignment shall be compensated at a flat rate of \$24.00 per day, a 24-hour period beginning at 8:00 a.m. or other time as assigned, and will remain at that amount during the term of this Agreement.
- 13.4 The EMPLOYEE on stand-by assignment shall carry a cellular phone at all times and be available to report within 30-minutes to call-up orders. Assigned EMPLOYEES who fail to respond to call-up orders within 30-minutes may be subject to disciplinary proceedings and forfeiture of stand-by pay.
- 13.5 In addition to stand-by pay, when an EMPLOYEE is required to correct problems off-site through the plant monitoring system, the EMPLOYEE shall be compensated for actual time spent in accordance with his/her current wage rate and pay practices or additional compensation as provided in Article 11.1. Compensation for a call-back to the treatment facility for an EMPLOYEE on stand-by shall be paid in accordance with Article 11.6.
- 13.6 EMPLOYEES on stand-by assignment shall maintain a suitable fitness for duty in accordance with City Policies.

**ARTICLE 14- INSURANCE**

The EMPLOYER will contribute for each full-time employee for single group insurance the same amount the City contributes for other non-organized City employees in 2022, 2023 and 2024.

The EMPLOYER will contribute for each full-time employee for group insurance, including dependent coverage the same amount the City contributes for other non-organized City employees in 2022, 2023 and 2024.

The EMPLOYER agrees to establish an insurance committee on which the UNION shall have no less than one representative and no more than three representatives.

**ARTICLE 15 - NON-DISCRIMINATION**

Neither the EMPLOYER nor the UNION will discriminate against any employee on any basis prohibited by law.

**ARTICLE 16- PART-TIME EMPLOYEE BENEFITS**

Part-time employees who have completed the required one-year probationary period and who are regularly scheduled to work thirty hours or more per week shall receive pro-rata benefits under this Agreement.

**ARTICLE 17 - VACATION**

17.1 Full-time employees shall earn vacation at the following rates.

<b>Years of Service</b>	<b>Hours per Year of Service</b>
0 to 5 years	80 hours (10 days)
5 to 10 years	120 hours (15 days)
10 to 15 years	144 hours (18 days)
15 to 20 years	160 hours (20 days)
20+ years	200 hours (25 days)

17.2 An employee terminating employment prior to six months of service shall not receive vacation pay on termination. An employee terminating service after six months of service shall receive accumulated vacation pay provided the employee was not terminated for cause.

17.3 Vacation time must be arranged and approved by the EMPLOYER-designated representative. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate more than two (2) times their allowed annual vacation earnings.

**ARTICLE 18 - SICK LEAVE**

18.1 Full-time employees shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After

960 hours of accumulation full-time employees shall earn four (4) hours of sick leave for each month on paid status. Full-time employees hired after January 1, 2001 will be limited to a maximum accumulation of one thousand two hundred (1,200) hours of sick leave.

- 18.2 For the purpose of accruing sick leave only, employees with a date of hire that is on or before the 5<sup>th</sup> of the month shall be considered to have started employment on the first day of that month. Employees with a date of hire between the 6<sup>th</sup> and the 21<sup>st</sup> of the month will receive 4 hours sick leave for that month. Employees with a date of hire on or after the 22<sup>nd</sup> of the month shall be considered to have started employment on the first of the month following the date of hire.
- 18.3 To be eligible to receive sick leave benefits employees must notify the EMPLOYER-designated representative at least one hour prior to the start of their scheduled shift unless unusual circumstances prevent the employee from such prior notification. Employees may use sick leave benefits for an absence due to illness or injury. Sick leave may be granted when the employee is unable to perform work duties due to illness, injury, or disability, the necessity for medical, dental, chiropractic, or psychological care, for child birth or pregnancy disability, maternity or paternity leave, or exposure to contagious disease where such exposure may endanger the health of others. Accrued sick leave benefits may also be used for absences due to an illness or injury to the employee's child, adult child, sibling, spouse, parent, mother-in-law, father-in-law, stepparent, grandchild, and grandparent in accordance with Minnesota law (Section 181.9413). For the purposes of this clause, "child" means a stepchild, biological, adopted, or foster child, either under 18 years of age, or under 20 and still attending secondary school.

An employee may utilize accrued sick leave for "safety leave" for reasonable absences for themselves or the following relatives; the employee's: child/adult child, spouse, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent. Safety leave is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Safety leave will be granted in accordance with Minnesota law.

An Employee's use of accrued sick leave or safety leave benefits for the Employee's adult child, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent are limited to 160 hours of combined time per calendar year (January to December).

- 18.4 Employees may use sick leave when disabled and unable to perform the duties of their position and as required by law. Employees injured in the line of duty and eligible for workers' compensation benefits shall receive sick leave benefits to the extent of their accrued sick leave to supplement their workers' compensation benefits to equal their normal compensation. The employee's sick leave bank will be charged for the amount of the supplemental payments.
- 18.5 On termination, except for just cause, employees or their estate shall receive payment for unused sick leave at the following rates:
  - a. after five years of service 20% of unused sick leave
  - b. after ten years of service 30% of unused sick leave
  - c. after fifteen years of service 40% of unused sick leave
  - d. after twenty years of service 50% of unused sick leave

ARTICLE 19- SEVERANCE PAY

- 19.1 Following 20 years of service with the City, employees (or their estate) are eligible for severance pay if:
- a) the employee terminates employment in good standing with the City; or
  - b) the employee becomes disabled to the extent that he/she can no longer work for the City; or
  - c) in the event of the death of the employee.

The employee or his/her estate will receive one (1) month's current salary plus 3% of the monthly salary for each year of service above 20 years to a maximum of 150% of the monthly salary (applicable taxes will be withheld).

- 19.2 Employees that are terminated from the City due to disciplinary action are not eligible to receive severance pay.
- 19.3 Employees hired after January 1, 2016 are not eligible for Severance Pay.

ARTICLE 20- HOLIDAYS

- 20.1 The following legal holidays are observed as paid holidays for all full-time employees:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)

- 20.2 In addition to the above specific legal holidays, eligible Employees will be granted two 8-hour floating holidays. Floating holidays must be approved by the appropriate supervisor, and should be requested by the employee at least one (1) week in advance of the day requested off. Floating holidays may not be carried into the next fiscal year. Floating holidays are earned on a pro-rated basis over the following 12 months; therefore, if an employee leaves City employment prior to the time the floating holiday has been earned, the final paycheck will be adjusted accordingly.
- 20.3 Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter. For purposes of calculating the specified holidays and floating holidays, each holiday is calculated in terms of eight (8) hours for a total of 72 hours of legal holiday and 16 hours of floating holiday.
- 20.4 When a specified holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for City operations/facilities that are closed on holidays.
- 20.5 For employees at the wastewater facility on rotating shift schedules who are scheduled to work on a holiday, clause 20.4 shall not apply. For all other employees on rotating shift schedules who are not scheduled to work on the holiday, clause 20.4 shall apply. If a

holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of time off scheduled duty with the approval of the employee's designated supervisor within thirty (30) days of the holiday at the employee's regular hourly rate of pay. When an employee is scheduled to work on a holiday, or when an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1-1/2) times the regular rate, plus-eight (8) hours regular rate holiday pay.

20.6 On the fourth Thursday in November (Thanksgiving Day), December 25<sup>th</sup> (Christmas Day), and January 1<sup>st</sup> (New Year's Day), an employee who is directed to work a non-scheduled shift, or directed to work outside of their regularly scheduled shift on the holiday, shall be paid two times the employee's regular rate of pay for hours worked, plus eight (8) hours regular rate holiday pay. This language does not apply to the hours an employee is scheduled to work on these dates (fourth Thursday in November, December 25<sup>th</sup> or January 1<sup>st</sup>).

20.7 An employee on an unpaid leave of absence is not eligible for holiday pay.

#### ARTICLE 21- JURY DUTY

Employees required to serve on jury duty will be compensated the difference between the employee's regular rate of pay and the amount paid for jury duty less mileage.

#### ARTICLE 22 - LEAVES OF ABSENCE

22.1 Employees will be provided leaves of absence with and/or without pay as required by law. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.

22.2 Employees may be provided with a paid personal leave of absence at the discretion of the EMPLOYER to a maximum of twelve (12) hours per calendar year.

#### ARTICLE 23- FUNERAL/BEREAVEMENT LEAVE

In case of death in an employee's immediate family, as well as brothers, sisters, brothers and sisters-in-law, son/daughter-in-law, mother, father, parents-in-law, grandchildren, grandparents, and grandparents-in-law, the employee's supervisor may authorize a maximum of three (3) consecutive working days with pay for each emergency, as funeral leave. Funeral leave may not exceed forty (40) hours per year and may not be carried over to the following year.

#### ARTICLE 24- CLOTHING

Eligible full-time employees listed by job classification in Appendix A shall be provided with a clothing allowance of three hundred seventy five (\$375.00) per calendar year by reimbursement for the purchase of all work clothing as authorized by the EMPLOYER.

The EMPLOYER shall reimburse each Employee up to \$200.00 per calendar year towards the purchase of work boots if protective footwear is required by the employee's job duties.

## ARTICLE 25- WORK SCHEDULES

The sole authority for work schedules is the EMPLOYER. The normal work year for full-time employees will be the number of Monday through Friday days in a calendar year times eight (8) hours and shall be accounted for by each employee through:

- a.) hours worked on assigned shifts,
- b.) assigned training hours; and
- c.) authorized paid leave time.

## ARTICLE 26—SEPARATION FROM EMPLOYMENT

An employee terminating service after six (6) months of service shall be entitled to a payout of his/her accrued value of unused vacation, sick, and severance benefits in accordance with this AGREEMENT and City Personnel Policies, provided the employee was not terminated for cause, and the employee resigned or retired in good standing.

Employees who leave City service not in good standing shall not be eligible for vacation, sick, or severance benefits, pro-rated personal time or floating holiday benefits, or rehire eligibility.

## ARTICLE 27— JOB POSTINGS

Job vacancies which the EMPLOYER intends to fill within the designated bargaining unit will be posted for five (5) working days prior to the permanent filling of such vacancies.

## ARTICLE 28— WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 29- DURATION

This AGREEMENT shall be effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2024.

In witness whereof, the parties hereto have executed this AGREEMENT on the latest date affixed to the signatures hereto.

FOR THE CITY OF MARSHALL

FOR AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 65, LOCAL UNION NO. 1678 H  
AFL-CIO

  
\_\_\_\_\_  
Robert J. Byrnes  
Mayor

  
\_\_\_\_\_  
Eric Austin  
Business Agent

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Corey Swanson  
Union President

7-28-22  
\_\_\_\_\_  
Date

7/27/2022  
\_\_\_\_\_  
Date

**APPENDIX A  
WAGE SCHEDULE**

Implementation of the new A-J pay structure in accordance with the following:

- Retroactive to 12/20/2021, placement of employees onto the new pay structure, onto the step closest to the employee's base pay rate as of 12/31/2021, that would result in an increase in pay.
- Step movement on employee anniversary date with satisfactory performance evaluation.
- Employees shall not exceed the salary range maximum.

12/31/2021 New Pay Structure

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Senior Engineering Specialist	30.93	31.95	32.97	33.99	35.01	36.03	37.31	38.59	39.86	41.14
Plans Examiner / Asst Zoning Adm	30.93	31.95	32.97	33.99	35.01	36.03	37.31	38.59	39.86	41.14
Building Services Coordinator	28.33	29.26	30.20	31.13	32.07	33.00	34.17	35.34	36.51	37.68
Lead Maintenance Worker	28.33	29.26	30.20	31.13	32.07	33.00	34.17	35.34	36.51	37.68
Engineering Specialist	28.33	29.26	30.20	31.13	32.07	33.00	34.17	35.34	36.51	37.68
Building Inspector II	26.16	27.02	27.89	28.75	29.61	30.48	31.56	32.64	33.72	34.79
Maintenance Technician (RBA&E)	26.16	27.02	27.89	28.75	29.61	30.48	31.56	32.64	33.72	34.79
Mechanic	26.16	27.02	27.89	28.75	29.61	30.48	31.56	32.64	33.72	34.79
VW Technical Operator	26.16	27.02	27.89	28.75	29.61	30.48	31.56	32.64	33.72	34.79
VW Senior Maintenance Operator	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
VW Lab Specialist	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
VW Plant Operator II	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
Senior Maintenance Worker	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
Building Inspector I	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
Engineering Technician	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
VW Maintenance Operator	22.70	23.45	24.20	24.95	25.69	26.44	27.38	28.32	29.25	30.19
VW Plant Operator I	22.70	23.45	24.20	24.95	25.69	26.44	27.38	28.32	29.25	30.19
Maintenance Worker	22.70	23.45	24.20	24.95	25.69	26.44	27.38	28.32	29.25	30.19

2022 2% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Senior Engineering Specialist	31.55	32.59	33.63	34.67	35.71	36.75	38.06	39.36	40.66	41.96
Plans Examiner / Asst Zoning Adm	31.55	32.59	33.63	34.67	35.71	36.75	38.06	39.36	40.66	41.96
Building Services Coordinator	28.90	29.85	30.80	31.75	32.71	33.66	34.85	36.05	37.24	38.43
Lead Maintenance Worker	28.90	29.85	30.80	31.75	32.71	33.66	34.85	36.05	37.24	38.43
Engineering Specialist	28.90	29.85	30.80	31.75	32.71	33.66	34.85	36.05	37.24	38.43
Building Inspector II	26.68	27.56	28.45	29.33	30.20	31.09	32.19	33.29	34.39	35.49
Maintenance Technician (RBA&E)	26.68	27.56	28.45	29.33	30.20	31.09	32.19	33.29	34.39	35.49
Mechanic	26.68	27.56	28.45	29.33	30.20	31.09	32.19	33.29	34.39	35.49
WW Technical Operator	26.68	27.56	28.45	29.33	30.20	31.09	32.19	33.29	34.39	35.49
WW Senior Maintenance Operator	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
WW Lab Specialist	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
WW Plant Operator II	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
Senior Maintenance Worker	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
Building Inspector I	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
Engineering Technician	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
WW Maintenance Operator	23.15	23.92	24.68	25.45	26.20	26.97	27.93	28.89	29.84	30.79
WW Plant Operator I	23.15	23.92	24.68	25.45	26.20	26.97	27.93	28.89	29.84	30.79
Maintenance Worker	23.15	23.92	24.68	25.45	26.20	26.97	27.93	28.89	29.84	30.79

2023 3% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Senior Engineering Specialist	32.50	33.57	34.64	35.71	36.78	37.85	39.20	40.54	41.88	43.22
Plans Examiner / Asst Zoning Adm	32.50	33.57	34.64	35.71	36.78	37.85	39.20	40.54	41.88	43.22
Building Services Coordinator	29.77	30.75	31.72	32.70	33.69	34.67	35.90	37.13	38.36	39.58
Lead Maintenance Worker	29.77	30.75	31.72	32.70	33.69	34.67	35.90	37.13	38.36	39.58
Engineering Specialist	29.77	30.75	31.72	32.70	33.69	34.67	35.90	37.13	38.36	39.58
Building Inspector II	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55
Maintenance Technician (RBA&E)	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55
Mechanic	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55
WW Technical Operator	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55
WW Senior Maintenance Operator	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
WW Lab Specialist	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
WW Plant Operator II	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13

Senior Maintenance Worker	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
Building Inspector I	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
Engineering Technician	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
WW Maintenance Operator	23.84	24.64	25.42	26.21	26.99	27.78	28.77	29.76	30.74	31.71
WW Plant Operator I	23.84	24.64	25.42	26.21	26.99	27.78	28.77	29.76	30.74	31.71
Maintenance Worker	23.84	24.64	25.42	26.21	26.99	27.78	28.77	29.76	30.74	31.71

2024 3% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Senior Engineering Specialist	33.48	34.58	35.68	36.78	37.88	38.99	40.38	41.76	43.14	44.52
Plans Examiner / Asst Zoning Adm	33.48	34.58	35.68	36.78	37.88	38.99	40.38	41.76	43.14	44.52
Building Services Coordinator	30.66	31.67	32.67	33.68	34.70	35.71	36.98	38.24	39.51	40.77
Lead Maintenance Worker	30.66	31.67	32.67	33.68	34.70	35.71	36.98	38.24	39.51	40.77
Engineering Specialist	30.66	31.67	32.67	33.68	34.70	35.71	36.98	38.24	39.51	40.77
Building Inspector II	28.30	29.24	30.18	31.12	32.04	32.98	34.15	35.32	36.48	37.65
Maintenance Technician (RBA&E)	28.30	29.24	30.18	31.12	32.04	32.98	34.15	35.32	36.48	37.65
Mechanic	28.30	29.24	30.18	31.12	32.04	32.98	34.15	35.32	36.48	37.65
WW Technical Operator	28.30	29.24	30.18	31.12	32.04	32.98	34.15	35.32	36.48	37.65
WW Senior Maintenance Operator	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
WW Lab Specialist	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
WW Plant Operator II	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
Senior Maintenance Worker	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
Building Inspector I	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
Engineering Technician	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
WW Maintenance Operator	24.56	25.38	26.18	27.00	27.80	28.61	29.63	30.65	31.66	32.66
WW Plant Operator I	24.56	25.38	26.18	27.00	27.80	28.61	29.63	30.65	31.66	32.66
Maintenance Worker	24.56	25.38	26.18	27.00	27.80	28.61	29.63	30.65	31.66	32.66

Employees shall move through the steps on their anniversary date contingent on employee's satisfactory performance. Performance evaluations shall be grievable but not arbitrable.

**MEMORANDUM OF UNDERSTANDING (MOU)**

Between

**The City of Marshall**

and

**American Federation of State, County, and Municipal Employees, Council No. 65**

This is an agreement between the City of Marshall hereinafter called the "CITY" and American Federation of State, County, and Municipal Employees, Council No. 65 hereinafter called the "UNION."

**I. PURPOSE & SCOPE**

The purpose of this MOU is to aid in the efficient administration of general wage increases by identifying implementation dates applicable to Appendix A (Wage Schedules) of the 2022-2024 Labor Agreement.

**II. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

The UNION and the CITY ratified an Agreement on July 26, 2022 providing wage schedules effective on the following dates: January 1, 2022 – December 31, 2022 and January 1, 2023 – December 31, 2023, and January 1, 2024 – December 31, 2024.

To aid in the efficient administration of the general wage increases, the UNION and the CITY agree that the pay rates established in the aforementioned Agreement will be compensated on the following schedule:

January 1, 2022 – December 31, 2022 schedule to be implemented on December 20, 2021.

January 1, 2023 – December 31, 2023 schedule to be implemented on December 19, 2022.

January 1, 2024 – December 31, 2024 schedule to be implemented on January 1, 2024.

**III. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective as of July 26, 2022 and shall remain in full force and effect until December 31, 2024. In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

City of Marshall

American Federation of State, County and  
Municipal Employees, Council No. 65



Mayor



Business Agent



City Clerk



Union Steward

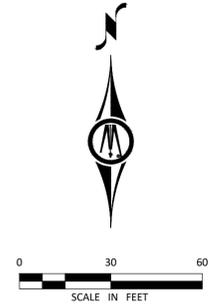
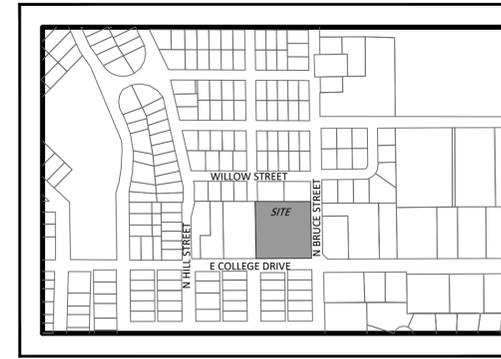
President

Date: 7-28-22

Date: 7/27/22

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Preliminary Plat of Kwik Trip 1255 – Introduce Plat and Call for Public Hearing.
<b>Background Information:</b>	<p>Attached please find a copy of the preliminary plat of Kwik Trip 1255.</p> <p>Kwik Trip has purchased the three parcels at the corner of N. Bruce Street and E. College Drive with the intent of building a new gas station and convenience store at this location. The purpose of the plat here is to combine all parcels into one and to ensure that all property issues are addressed prior to building on the site.</p> <p>Attached please find a copy of the Engineer’s Report of Preliminary Plat Review. Copies of the proposed subdivision has been sent to the local utility companies for their review and comments.</p> <p>The preliminary plat was presented at the Planning Commission meeting on January 11, 2023. Following discussion, Stoneberg made a motion, second by Muchlinski to recommend approval of the preliminary plat to the City Council. All voted in favor.</p>
<b>Fiscal Impact:</b>	The applicant will be billed for all direct costs relating to the platting process.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council call for public hearing on the Preliminary Plat of Kwik Trip 1255 to be held at the February 14, 2023 City Council meeting, as per the recommendation of the Planning Commission.

# PRELIMINARY PLAT KWIK TRIP 1255



Horizontal Datum: 2011 Lyon County Coordinate System  
Vertical Datum: NAVD 1988 In Feet

## LEGAL DESCRIPTION

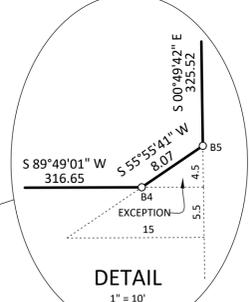
**Parcel 1**  
All that part of the Northeast Quarter (NE1/4) of Section Four (4), in Township One Hundred Eleven (111) North Range Forty-one (41) West of the Fifth Principal Meridian, Lyon County, Minnesota, described as follows to wit: Commencing 2 rods West and 2 rods North of the Southeast corner of the Northeast Quarter (NE1/4) of Section 4, Township 111, Range 41, and running thence West a distance of 323.4 feet; thence running at right angles and running North a distance of 330 feet; thence turning at right angles and running East a distance of 323.4 feet, more or less, to a point 2 rods West of the East line of said Section 4; and thence turning at right angles and running South a distance of 330 feet to the place of beginning. EXCEPTING THEREFROM the South 220 feet of said above described tract.

**Parcel 2**  
All that part of the Northeast Quarter (NE1/4) of Section Four (4) Township One Hundred Eleven (111), Range Forty-one (41), Lyon County, Minnesota, described as follows: Commencing 2 rods West and 2 rods North of the Southeast corner of the Northeast Quarter (NE1/4) of Section 4, Township 111, Range 41, running thence West a distance of 173.4 feet; thence turning at right angles and running North a distance of 220 feet; thence turning at right angles and running East at a distance of 173.4 feet more or less to a point 2 rods West of the East line of Section 4; thence turning at right angles and running South a distance of 220 feet to the place of beginning. EXCEPT that part of Tract A which lies southeasterly of Line 1 described below:  
Line 1. Beginning at a point on the East line of Tract A hereinbefore described distant 4.5 feet Northerly of the Southeast corner thereof; thence run Southwesterly to a point on a line run parallel with and distance 5.5 feet Southerly of the South line of said Tract A, distance 15 feet Westerly of its intersection with the Southerly extension of the East line of said Tract A

**AND**  
All that part of the Northeast quarter (NE1/4) of Section Four (4), in Township One Hundred Eleven (111) north, of Range Forty-one (41) west of the Fifth Principal Meridian, described as follows, to-wit:  
Commencing at a point one hundred seventy-three and four tenths (173.4) feet west of a point two (2) rods west and two (2) rods north of the Southeast corner of said Northeast quarter (NE1/4) of Section Four (4), Township One Hundred Eleven (111) north, Range Forty-one (41) west; thence West a distance of one hundred-fifty (150) feet; thence North and at right angles to last line, a distance of two hundred twenty (220) feet; thence East and at right angles to last line, a distance of one hundred fifty (150) feet; and thence South and at right angles to last line, a distance of two hundred twenty (220) feet to the point of beginning, Lyon County, Minnesota.

## LEGEND

- IRON PIPE MONUMENT SET
- ⊕ MONUMENT FOUND
- ⊙ CONTROL POINT
- ⊕ BENCH MARK
- ⊕ AIR CONDITIONER
- ⊕ AUTO SPRINKLER CONNECTION
- ⊕ BOLLARD
- ⊕ BUSH
- ⊕ CATCH BASIN
- ⊕ CATCH BASIN
- ⊕ CURB STOP
- ⊕ DOWN SPOUT
- ⊕ FILL PIPE
- ⊕ FUEL PUMP
- ⊕ HANDHOLE
- ⊕ HANDICAP PARKING
- ⊕ LIGHT POLE
- ⊕ MANHOLE-COMMUNICATION
- ⊕ MANHOLE-ELECTRIC
- ⊕ MANHOLE-SANITARY SEWER
- ⊕ MANHOLE-STORM SEWER
- ⊕ METER
- ⊕ PEDESTAL-COMMUNICATION
- ⊕ PEDESTAL-ELECTRIC
- ⊕ PEDESTRIAN PUSH BUTTON
- ⊕ POST
- ⊕ SIGN NON TRAFFIC
- ⊕ SIGN TRAFFIC
- ⊕ TRANSFORMER-ELECTRIC
- ⊕ TREE-DECIDUOUS
- ⊕ TREE STUMP
- ⊕ TRAFFIC SIGNAL
- ⊕ VALVE
- ⊕ VENT
- C — COMMUNICATION UNDERGROUND
- E — ELECTRIC UNDERGROUND
- F — FIBER UNDERGROUND
- G — GAS UNDERGROUND
- S — SANITARY SEWER
- >> — STORM SEWER
- I — WATER SYSTEM
- — — INTERMEDIATE CONTOUR
- — — INDEX CONTOUR
- — — EDGE OF BUSHES
- — — EDGE OF TREES



## ZONING

-Zoning and setback information shown hereon is per the Client provided Zoning Report prepared by Ilya Gutman, Assistant Zoning Administrator, City of Marshall dated October 12, 2021.

ZONING: Subject Property - B-3, General Business District

**SETBACKS:**  
Front 35 feet from East College Drive and 25 feet from North Bruce Street  
Side 10 feet (20 feet if adjacent to residential district)  
Rear 25 feet  
Maximum Building Height: 45 feet  
Maximum Floor-to-Area Ratio: 0.50

## PRELIMINARY PLAT MARSHALL, MINNESOTA



1960 PREMIER DRIVE  
MANKATO, MINNESOTA 56001  
(507) 625-4171

PART OF THE NE1/4 OF SECTION 4,  
TOWNSHIP 111 NORTH, RANGE 41 WEST  
LYON COUNTY, MINNESOTA

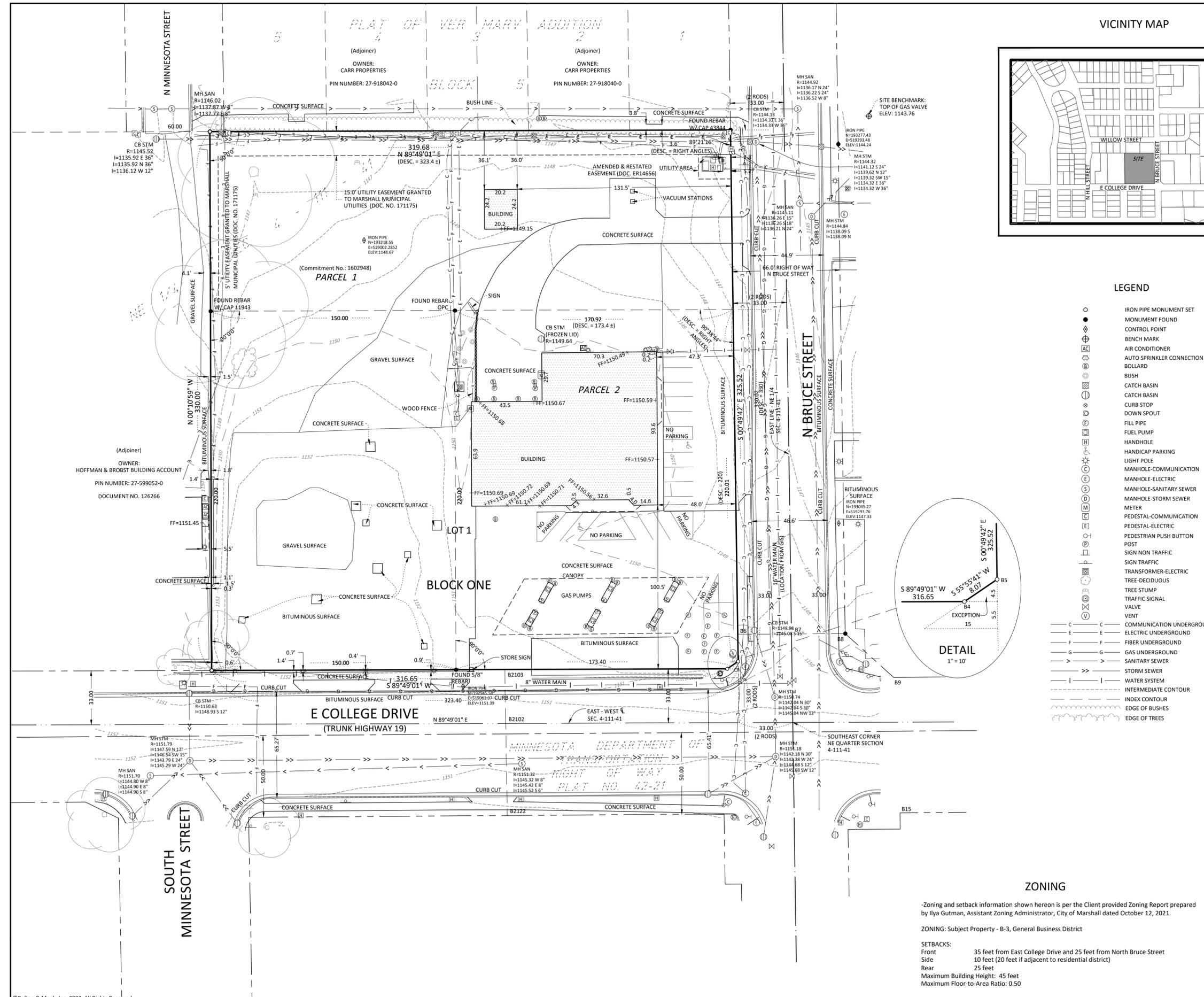
FOR: KWIK TRIP, INC.  
STORE 1255

## SURVEYOR'S CERTIFICATION

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Janelle Forwells*  
Janelle Forwells  
License Number 26748  
12/14/2022  
Date

OWNER:  
KWIK TRIP, INC.  
1626 Oak Street  
PO Box 21071  
La Crosse, WI 54602  
608-792-6414



**ENGINEER'S REPORT  
 PRELIMINARY PLAT REVIEW**

Subdivision Name: Kwik Trip 1255

Quarter NE $\frac{1}{4}$  Section 4 Township 111N Range 41W

Owner's Name: Kwik Trip, Inc.

Surveyor: Janele Fowlds Reg. No. 26748

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage		X		Add land acreage
f.	Zoning classification	X			
g.	Contours	X			
h.	Boundary line bearings and distances	X			
i.	Easement	X			
j.	Street names, elevations and grades	X			

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
k.	Utilities	X			
l.	Lot lines, numbers and dimensions	X			
m.	Park land			X	
n.	Setbacks	X			
o.	Natural drainageways			X	
p.	Other related information	X			
q.	Covenants and restrictions			X	
r.	Improvement plans and financing			X	
s.	Future platting			X	
t.	Variance request			X	
u.	Floodway and flood zone designations			X	
v.	Certificates of approval		X		To be included in Final Plat.

Sec. 66-54. Information required. (2) Other preliminary plans.		Yes	No	N/A	Comments
a.	Drainage and grading plans 1. Existing and proposed drainage.			X	Submitted with final building plans through building permit process
	2. Drainage flow facility.			X	
b.	Utility plans			X	

**CITY ENGINEER'S RECOMMENDATIONS:**  
 Approval

**DATE RECEIVED:** December 14, 2022

**DATE REVIEWED:** January 4, 2023

**PLANNING COMMISSION REVIEW DATE:** January 11, 2023



\_\_\_\_\_  
 Jason R. Anderson, P.E.  
 Director of Public Works/Planning & Zoning Administrator

Copies to: City Administrator  
 Building Official  
 Senior Engineering Specialist

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Authorization to Advertise for Bids – 1) Project MMU-001: T.H. 23 Watermain Crossing Project; 2) Project SWM-002: Legion Field Stormwater Improvements Project-Phase II; 3) Project ST-008/SAP No. 139-121-004: Channel Parkway Pavement Replacement Project; 4) Project ST-001-2023: Chip Sealing on Various City Streets.
<b>Background Information:</b>	<p>City staff is preparing plans and specifications for the following projects. The estimates shown include 5-10% contingencies and 16% administration &amp; engineering fees as identified.</p> <p><u>Project MMU-001: T.H. 23 Watermain Crossing Project</u> -- Install a 24" Casing pipe (Jack and Bore or Directional Drilled) with a 16" Watermain Crossing T.H.23 approximately 225' East of the intersection of T.H. 23 &amp; Travis Road mile marker 72. Watermain Crossing, Install a 12" Casing pipe (Jack and Bore or Directional Drilled) with a 8" Watermain Crossing T.H.23 approximately 300' East of the intersection of T.H. 23 &amp; Saratoga Street mile marker 73. The estimated total project cost is approximately \$578,700.00 to be funded by MMU. This cost includes project contingency and engineering fees.</p> <p>This project has no direct cost for the City of Marshall. The project is a “water-only” project and the water utility is managed by the Marshall Municipal Utilities Commission. The City is serving as the engineer for the project and will design, inspect, and administer this construction project in the same manner that we typically do for other city capital infrastructure projects. The City will charge a 16% fee for engineering services rendered on the project, which is the same fee that we typically charge that is outlined in our cooperative agreement with MMU. The MMU Commission will be the authority regarding the award of this bid. Once bids are received and if the MMU Commission elects to award the project, City staff will inform the City Council for their reference and understanding.</p> <p><u>Project SWM-002 Legion Field Stormwater Improvements Project--Phase II</u> -- The proposed Phase II improvements include a new pipe crossing of the railroad tracks and a ponding improvement north of the tracks and south of the Parkway Addition to manage the stormwater runoff from the developed land south of the BNSF railroad tracks. The developed industrial area south of the railroad tracks has been nearly completely covered by impervious surfacing for many years, and the development pre-dated current requirements for on-site stormwater management. This resulted in development that sheds stormwater quickly without managing the volume of stormwater runoff that is generated. The estimated total project cost is approximately \$939,000. This cost includes project contingency and engineering fees.</p> <p><u>Project ST-008 / SAP No. 139-121-004: Channel Parkway Pavement Replacement Project</u> -- Replacement of existing bituminous pavement with mill and overlay, replacement of curb and gutter, and ADA pedestrian ramps along Channel Parkway. The estimated cost is \$1,631,941.40. This cost includes 5% contingency. Engineering fees may be billed to our Municipal State Aid account in addition to the above construction cost.</p>

	<p><u>Project ST-001-2023: Chip Sealing on Various City Streets</u> – Annual chip seal project. The estimated total project cost is approximately \$169,126.78. The Street Department budget includes a \$170,000 line item for seal coating city streets in 2023.</p> <p>This memo is intended to outline the projects and authorize staff to advertise for bids with bid opening and award dates to be determined.</p>
<b>Fiscal Impact:</b>	<p>All projects are included in the CIP and the projects will be funded as follows:</p> <p><u>MMU-001</u>: Marshall Municipal Utilities</p> <p><u>SWM-002</u>: Surface Water Management Utility fund</p> <p><u>ST-008</u>: The City has been awarded a maximum Local Road Improvement Program (LRIP) grant award in the amount of \$1,250,000 towards construction of the project. At the January 10, 2023 City Council meeting, the Council approved a resolution requesting to advance \$500,000 of Municipal State Aid funds to supplement the \$1.25M LRIP grant.</p> <p><u>ST-001-2023</u>: Street Department maintenance fund</p>
<b>Alternative/ Variations:</b>	<p>No alternative actions recommended:</p>
<b>Recommendations:</b>	<p>Recommendation No. 1: that the Council authorize advertisement for bids for Project MMU-001: T.H. 23 Watermain Crossing Project.</p> <p>Recommendation No. 2: that the Council authorize advertisement for bids for Project SWM-002 Legion Field Stormwater Improvements Project--Phase II.</p> <p>Recommendation No. 3: that the Council authorize advertisement for bids for Project ST-008 / SAP No. 139-121-004: Channel Parkway Pavement Replacement Project.</p> <p>Recommendation No. 4: that the Council authorize advertisement for bids for Project ST-001-2023: Chip Sealing on Various City Streets.</p>

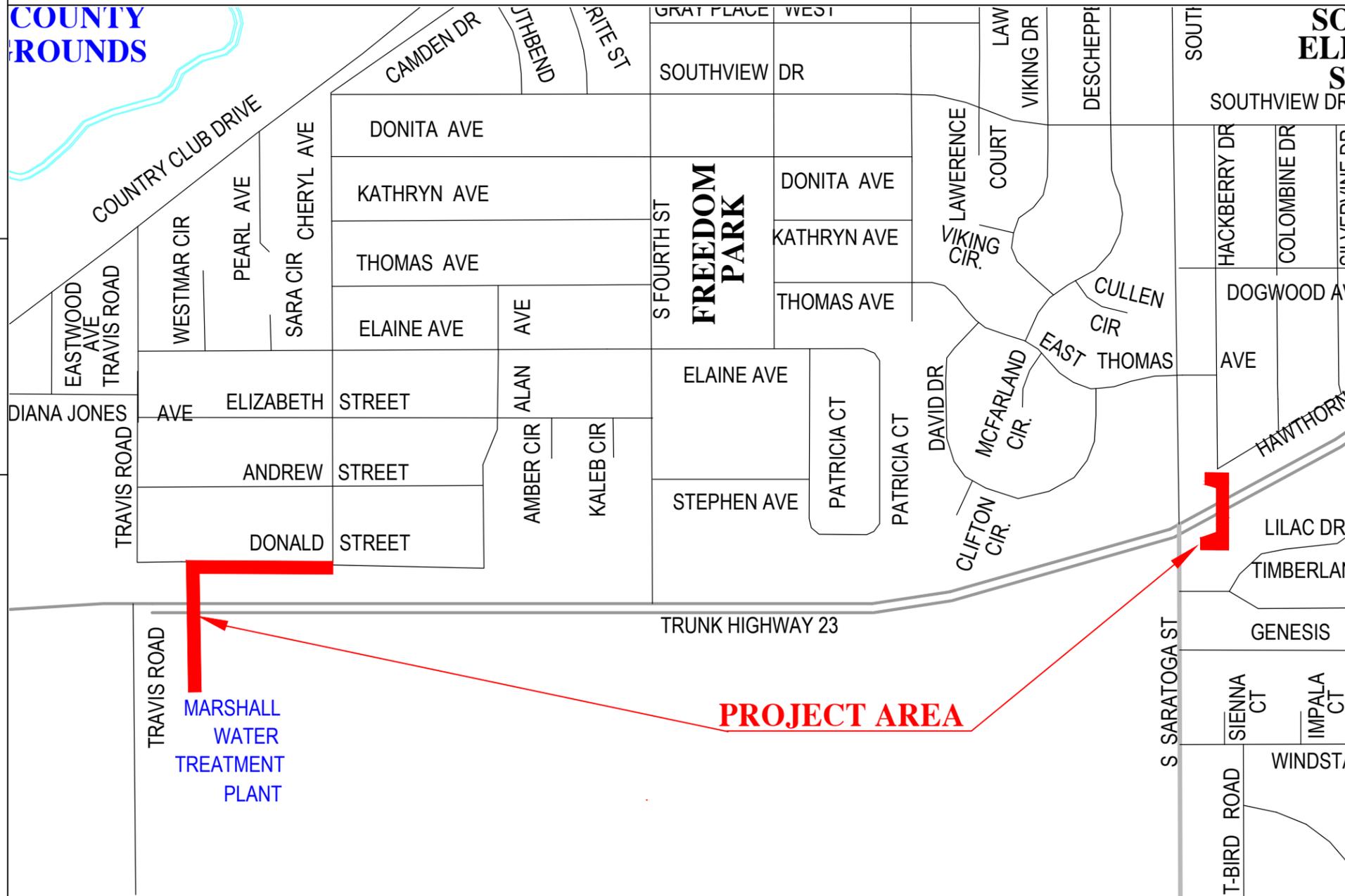
# State Of Minnesota City of Marshall, Minnesota Project Number MMU-001

Construction Plans for Watermain Replacement

Hackberry Drive & Travis Road Watermain Crossing & Watermain Replacement

Section 9 T111N, R41W

**COUNTY  
ROUNDS**



**MARSHALL  
WATER  
TREATMENT  
PLANT**

**PROJECT AREA**

**LEGEND**

- ALIGNMENT STATIONS
- EXISTING GAS LINE
- EXISTING COMMUNICATION LINE
- EXISTING FIBER LINE
- EXISTING UNDERGROUND POWER
- EXISTING STREET LIGHT
- EXISTING CATCH BASIN
- EXISTING STORM MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- NEW CATCH BASIN
- NEW HYDRANT
- NEW WATER VALVE
- NEW SANITARY MANHOLE
- NEW STORM MANHOLE
- BENCHMARK TOP NUT HYDRANT

**SPECIFICATION REFERENCE**

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

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

**PROJECT LENGTH**

HACKBERRY DRIVE CROSSING	400	FEET	0.08	MILES
TRAVIS ROAD CROSSING	1225	FEET	0.23	MILES
NET LENGTH	1625	FEET	0.31	MILES

**SCALES**

PLAN	1"=40'
PROFILE	1"=5'
INDEX MAP	N/A

**INDEX**

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantity & Note Sheet
3	Detail Sheet
4-5	SWPPP Sheets
6	Hackberry Drive Crossing Sheet
7-9	Travis Road Crossing Sheets

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

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA      DATE: REG NO 53322

APPROVED: MARSHALL MUNICIPAL UTILITIES      DATE:

DESIGNED BY: JRL	DATE	REVISIONS	INIT.
DRAWN: Item 6			
APPROVED BY: JWS			
SCALE: N/A			

**ENGINEERING DEPARTMENT**  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258

T.H. 23 WATER MAIN CROSSING PROJECT

TITLE SHEET

CITY PROJECT NO. MMU-001	DATE 05/10/2024
STATE AID PROJECT NO. N/A	SHEET NO. 1 OF 9

Page 71

# CITY OF MARSHALL

## CONSTRUCTION PLANS FOR

# LEGION FIELD ROAD STORMWATER IMPROVEMENTS PHASE II

POND GRADING, BITUMINOUS TRAIL, STORM SEWER

DECEMBER 2022

**RESOURCE LIST**

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

CITY ADMINISTRATOR:  
SHARON HANSON

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

WASTEWATER SUPERINTENDENT  
SCOTT TRUEDSON

WATER OPERATIONS MANAGER  
JEFF LARSON

ELECTRICAL OPERATIONS MANAGER  
TONY MEAD

PUBLIC WORKS SUPERINTENDENT:  
DEAN COUDRON



SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2 - 3	LEGEND, GENERAL NOTES & STATEMENT OF ESTIMATED QUANTITIES
4-11	CONSTRUCTION DETAILS
12	EXISTING CONDITIONS & REMOVALS PLAN
13	GRADING PLAN
14	PROPOSED TRAIL PLAN & PROFILE
15	STORM SEWER PLAN & PROFILE
16 - 17	STORMWATER POLLUTION PREVENTION PLAN
18	TEMPORARY EROSION CONTROL & TURF ESTABLISHMENT PLAN
19 - 20	DITCH CROSS-SECTIONS

THIS PLAN SET CONTAINS 20 SHEETS.

**SPECIFICATION REFERENCE**

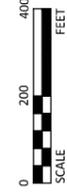
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE "SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 2022 SHALL GOVERN.

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THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

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

**MAP LEGEND**  
PROJECT LIMITS



MAP OF THE  
CITY OF MARSHALL  
LYON COUNTY, MN



ENGINEERING DEPARTMENT  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258

VERIFIED UNDER THE STATE OF MINNESOTA PROFESSIONAL ENGINEERING ACT AND THE STATE OF MINNESOTA PROFESSIONAL ENGINEERING BOARD. I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.  
JOSHUA G. STIER  
LIC. NO. 54171 DATE 12/05/2022



1960 PREMIER DRIVE  
MANKATO, MINNESOTA 56001  
Phone: (507) 625-4171  
Email: Mankato@bolton-menk.com  
www.bolton-menk.com

REVISION	DATE
MDS	
CMM	
JGS	
CLIENT PROJ. NO.	OW1126277

REVIEWED & APPROVED

CITY ENGINEER

DATE:

PROJECT DATUM: LYON COUNTY  
HORIZONTAL: NAD 83  
VERTICAL: NAVD 88

RECORD DRAWING INFORMATION

OBSERVER:

CONTINUATOR:

DATE:

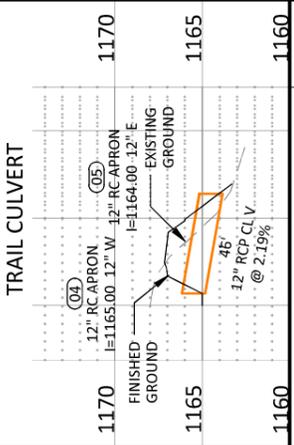
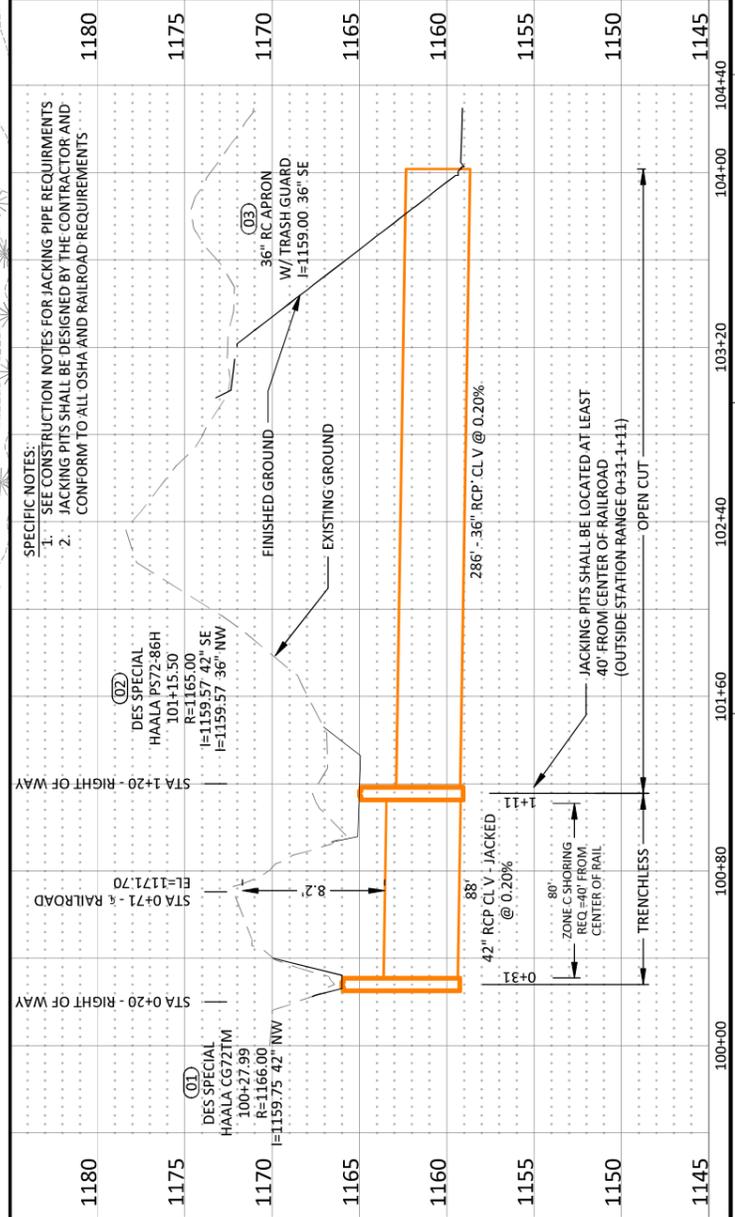
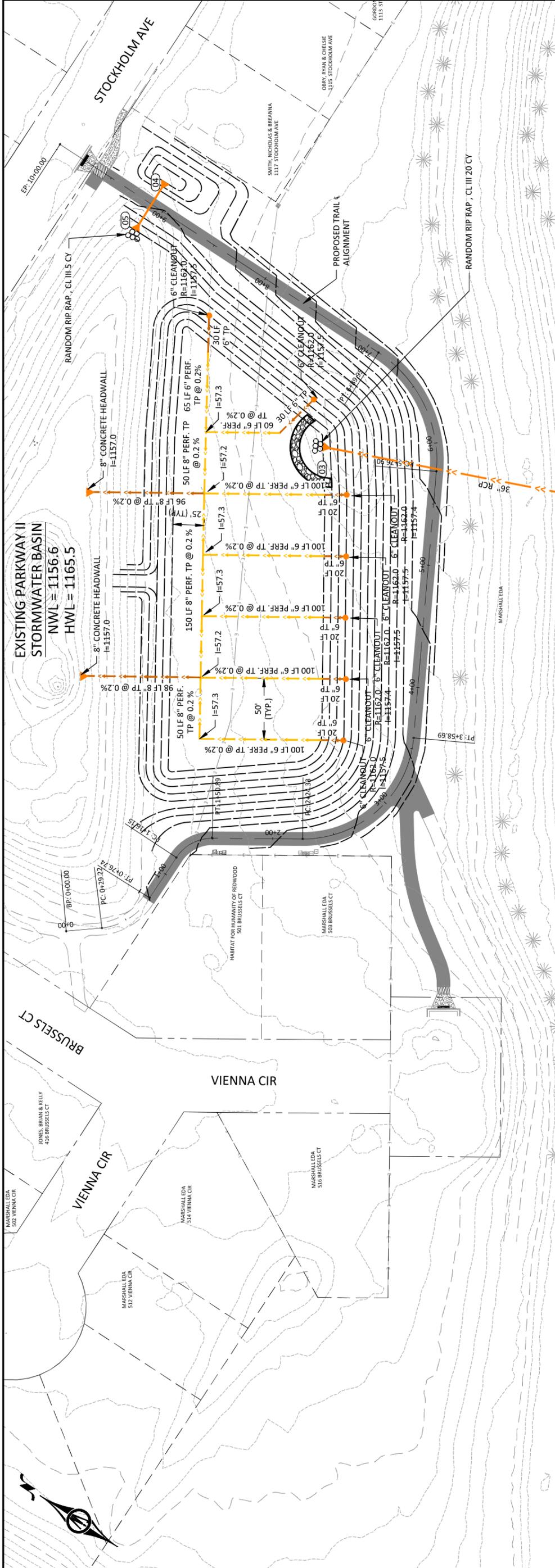
CITY OF MARSHALL, MINNESOTA

LEGION FIELD ROAD STORMWATER IMPROVEMENTS PHASE II

TITLE SHEET

SHEET

1



**CITY OF MARSHALL, MINNESOTA**  
**LEGION FIELD ROAD STORMWATER IMPROVEMENTS PHASE II**  
**STORM SEWER PLAN & PROFILE**

1960 PREMIER DRIVE  
 MANKATO, MINNESOTA 56001  
 Phone: (507) 625-4171  
 Email: Mankato@bolton-menk.com  
 www.bolton-menk.com

**BOLTON & MENK**

ENGINEERING DEPARTMENT  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56208

JOSEPH G. STIER  
 LIC. NO. 54171 DATE 12/05/2022

REVISIONS: MDS, CMM, JGS, CLIENT PROJ. NO. OW1126277

DATE: 12/05/2022

1180 1175 1170 1165 1160 1155 1150 1145

100+00 100+80 101+60 102+40 103+20 104+00 104+40

0 40 80 100 120 FEET SCALE

0 5 10 FEET SCALE

SHEET 15







## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jim Marshall
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These vehicles will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That these vehicles be declared as surplus property by the City of Marshall.

22-15276	08 Chevy Equinox	157 TPL	2CNDL63F986323067	Abandoned
22-15627	02 Chev Silverado	SD 1EG560	1GCHC29U72E297916	Abandoned

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	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
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 01/13/2023 - 01/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
6128	ACTION COMPANY LLC	01/13/2023	EFT	0.00	3,860.00	11896
6128	ACTION COMPANY LLC	01/20/2023	EFT	0.00	770.00	11955
0558	ADVANCED GRAPHIX, INC	01/20/2023	Regular	0.00	293.00	122319
0560	AFSCME COUNCIL 65	01/13/2023	EFT	0.00	1,466.25	11897
6412	AG PLUS COOPERATIVE	01/13/2023	EFT	0.00	769.09	11898
0578	AMAZON CAPITAL SERVICES	01/13/2023	EFT	0.00	419.87	11899
0578	AMAZON CAPITAL SERVICES	01/20/2023	EFT	0.00	31.66	11956
3761	AMERICAN BOTTLING CO.	01/20/2023	Regular	0.00	83.82	122320
0583	AMERICAN FAMILY LIFE ASSURANCE COMPANY O	01/13/2023	EFT	0.00	1,533.24	11900
0630	ARCTIC GLACIER	01/13/2023	Regular	0.00	170.09	122293
0629	ARNOLD MOTOR SUPPLY	01/20/2023	Regular	0.00	11.92	122321
6883	AT&T MOBILITY II LLC	01/20/2023	Regular	0.00	38.23	122322
0688	BELLBOY CORPORATION	01/20/2023	EFT	0.00	1,148.53	11957
0689	BEND RITE CUSTOM FABRICATION, INC.	01/13/2023	Regular	0.00	781.88	122294
0689	BEND RITE CUSTOM FABRICATION, INC.	01/20/2023	Regular	0.00	170.40	122323
0699	BEVERAGE WHOLESALERS, INC.	01/13/2023	Regular	0.00	30,193.43	122295
0699	BEVERAGE WHOLESALERS, INC.	01/20/2023	Regular	0.00	27,739.18	122324
0724	BOLTON & MENK INC	01/20/2023	EFT	0.00	642.50	11958
0726	BORCH'S SPORTING GOODS, INC.	01/13/2023	EFT	0.00	220.00	11901
0018	BORDER STATES INDUSTRIES, INC.	01/13/2023	EFT	0.00	139.50	11902
3829	BRAU BROTHERS	01/13/2023	EFT	0.00	274.00	11903
3829	BRAU BROTHERS	01/20/2023	EFT	0.00	285.00	11959
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	01/13/2023	Regular	0.00	17,424.95	122296
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	01/20/2023	Regular	0.00	4,409.88	122325
5696	BROTHERS FIRE PROTECTION	01/13/2023	EFT	0.00	498.00	11904
4236	C.E. SIGNS & DESIGNS	01/20/2023	EFT	0.00	108.99	11960
6791	CAPITAL ONE	01/13/2023	Regular	0.00	120.43	122299
6791	CAPITAL ONE	01/20/2023	Regular	0.00	53.71	122327
0802	CARLSON & STEWART REFRIGERATION, INC.	01/20/2023	EFT	0.00	454.70	11961
0815	CATTOOR OIL COMPANY, INC	01/13/2023	EFT	0.00	143.80	11905
0818	CAUWELS, ROGER	01/13/2023	EFT	0.00	20.00	11906
0836	CHARTER COMMUNICATIONS, LLC	01/13/2023	EFT	0.00	11.99	11907
5733	CLARITY TELECOM, LLC	01/20/2023	EFT	0.00	342.48	11962
0934	D & G EXCAVATING INC	01/13/2023	EFT	0.00	3,610.63	11908
3819	DACOTAH PAPER CO	01/13/2023	EFT	0.00	176.96	11909
3819	DACOTAH PAPER CO	01/20/2023	EFT	0.00	869.33	11963
7102	DAHLHEIMER BEVERAGE	01/20/2023	EFT	0.00	1,750.74	11964
5994	DISTRIBUTED WEBSITE CORP	01/13/2023	EFT	0.00	300.00	11910
1000	DLT SOLUTIONS	01/20/2023	Regular	0.00	8,630.10	122328
5731	DOLL DISTRIBUTING LLC	01/13/2023	EFT	0.00	9,954.90	11911
5731	DOLL DISTRIBUTING LLC	01/20/2023	EFT	0.00	8,841.05	11965
6488	E & C GRAPHICS INC	01/20/2023	Regular	0.00	150.00	122329
1090	FASTENAL COMPANY	01/20/2023	EFT	0.00	100.38	11966
7073	FIXEN CHIROPRACTIC	01/13/2023	EFT	0.00	100.00	11912
1122	FLAHERTY & HOOD, P.A.	01/20/2023	EFT	0.00	262.50	11967
6478	GOPHER STATE ONE CALL	01/13/2023	EFT	0.00	33.75	11913
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	01/13/2023	Regular	0.00	531.71	122300
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	01/20/2023	Regular	0.00	111.45	122330
1201	GRAINGER INC	01/13/2023	EFT	0.00	132.91	11914
1256	HAWKINS INC	01/13/2023	EFT	0.00	12,349.96	11915
1271	HENLE PRINTING COMPANY	01/13/2023	EFT	0.00	6,242.12	11916
6324	HOOK, MATT	01/20/2023	EFT	0.00	50.00	11968
4885	HORIZON COMMERCIAL POOL SUPPLY	01/20/2023	EFT	0.00	1,125.00	11969
1325	ICMA RETIREMENT TRUST #300877	01/20/2023	Regular	0.00	50.00	122331

Council Check Report

Date Range: 01/13/2023 - 01/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7175	IRON HORSE	01/20/2023	Regular	0.00	81.45	122332
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/13/2023	EFT	0.00	3,092.84	11919
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/20/2023	EFT	0.00	32,111.30	11972
2036	JOHNSON BROTHERS LIQUOR COMPANY	01/13/2023	EFT	0.00	6,195.56	11917
2036	JOHNSON BROTHERS LIQUOR COMPANY	01/20/2023	EFT	0.00	24,431.35	11970
2605	JOHNSON BROTHERS LIQUOR COMPANY	01/13/2023	EFT	0.00	617.50	11920
5447	JOHNSON BROTHERS LIQUOR COMPANY	01/13/2023	EFT	0.00	824.95	11918
5447	JOHNSON BROTHERS LIQUOR COMPANY	01/20/2023	EFT	0.00	323.85	11971
7174	JONES, CARRIE	01/20/2023	Regular	0.00	150.00	122333
1417	KENNEDY & GRAVEN, CHARTERED	01/20/2023	EFT	0.00	5,450.00	11973
3564	KESTELOOT ENTERPRISES, INC	01/13/2023	EFT	0.00	167.76	11921
5138	L & A SYSTEMS, LLC	01/20/2023	EFT	0.00	120.00	11974
3653	LANGUAGE LINE SERVICES	01/13/2023	EFT	0.00	513.52	11922
1480	LAW ENFORCEMENT LABOR SERVICE INC	01/13/2023	EFT	0.00	1,300.00	11923
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	01/20/2023	Regular	0.00	3,550.39	122334
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	01/20/2023	Regular	0.00	185.25	122335
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	01/20/2023	Regular	0.00	94,731.00	122343
0255	LESAGE, TOM	01/13/2023	Regular	0.00	6,000.00	122301
1545	LYON COUNTY HIGHWAY DEPARTMENT	01/13/2023	EFT	0.00	29,602.21	11924
1552	LYON COUNTY RECORDER	01/13/2023	EFT	0.00	210.90	11925
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	01/13/2023	Regular	0.00	38.14	122302
1568	MACTA	01/13/2023	Regular	0.00	315.00	122303
1604	MARSHALL AREA CHAMBER OF COMMERCE	01/13/2023	EFT	0.00	3,723.00	11926
1623	MARSHALL INDEPENDENT, INC	01/20/2023	Regular	0.00	811.50	122336
5813	MARSHALL LUMBER CO	01/13/2023	EFT	0.00	29.97	11927
5813	MARSHALL LUMBER CO	01/20/2023	EFT	0.00	5.98	11975
1633	MARSHALL MUNICIPAL UTILITIES	01/13/2023	EFT	0.00	85,476.18	11928
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	01/20/2023	EFT	0.00	12.93	11976
1637	MARSHALL PUBLIC SCHOOLS	01/13/2023	EFT	0.00	9,701.12	11931
3545	MARSHALL RADIO	01/13/2023	EFT	0.00	2,000.00	11932
3545	MARSHALL RADIO	01/20/2023	EFT	0.00	540.00	11977
1649	MARSHALL TRUCK SALVAGE INC.	01/20/2023	Regular	0.00	22.13	122337
0460	MARSHALL, JAMES	01/20/2023	EFT	0.00	237.50	11978
1688	MCOA	01/13/2023	Regular	0.00	150.00	122304
4980	MENARDS INC	01/13/2023	EFT	0.00	291.23	11933
4980	MENARDS INC	01/20/2023	EFT	0.00	8.55	11979
1002	MINNESOTA DEPARTMENT OF NATURAL RESOURI	01/13/2023	Regular	0.00	140.00	122305
3555	MINNESOTA DEPARTMENT OF TRANSPORTATION	01/13/2023	Regular	0.00	259.17	122306
1658	MINNESOTA RECREATION AND PARK ASSOCIATIO	01/13/2023	Regular	0.00	25.00	122307
1764	MN DEPT OF EMPLOYMENT & ECONOMIC DEV	01/20/2023	Regular	0.00	270.36	122338
0969	MN DEPT OF LABOR & INDUSTRY	01/13/2023	Regular	0.00	1,155.45	122308
1813	MN POLLUTION CONTROL AGENCY	01/13/2023	Regular	0.00	3,014.00	122309
1864	MONTES ELECTRIC INC	01/13/2023	Regular	0.00	306.28	122310
1864	MONTES ELECTRIC INC	01/20/2023	Regular	0.00	1,169.64	122339
1897	MWOA	01/20/2023	Regular	0.00	40.00	122340
1945	NORM'S GTC	01/13/2023	Regular	0.00	258.50	122311
1986	NORTH CENTRAL INTERNATIONAL, INC	01/13/2023	EFT	0.00	180.90	11934
5891	ONE OFFICE SOLUTION	01/13/2023	EFT	0.00	210.67	11935
3809	O'REILLY AUTOMOTIVE STORES, INC	01/13/2023	EFT	0.00	19.98	11936
3809	O'REILLY AUTOMOTIVE STORES, INC	01/20/2023	EFT	0.00	52.30	11980
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	01/13/2023	EFT	0.00	89.50	11937
2049	PLUNKETTS PEST CONTROL INC	01/13/2023	EFT	0.00	41.82	11938
5606	PRE-PAID LEGAL SERVICES, INC.	01/13/2023	Regular	0.00	105.65	122312
6166	PULVER MOTOR SVC, LLC	01/13/2023	EFT	0.00	480.00	11939
2096	QUARNSTROM & DOERING, PA	01/20/2023	EFT	0.00	103.93	11981
5940	RINK SYSTEMS	01/13/2023	EFT	0.00	1,395.22	11940
0707	ROADSIDE DEVELOPERS INC	01/13/2023	Regular	0.00	468.91	122313
2186	ROGGE EXCAVATING	01/13/2023	EFT	0.00	2,737.50	11941
5867	ROUND LAKE VINEYARDS & WINERY	01/20/2023	EFT	0.00	450.00	11982
2195	ROYAL TIRE INC	01/13/2023	Regular	0.00	165.00	122314
5180	RTVISION INC	01/13/2023	EFT	0.00	6,575.00	11942

Council Check Report

Date Range: 01/13/2023 - 01/24/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2201	RUNNING SUPPLY, INC	01/13/2023	EFT	0.00	119.97	11943
2253	SEELYE PLASTICS INC	01/13/2023	EFT	0.00	298.88	11944
3495	SMSU	01/13/2023	EFT	0.00	2,200.00	11945
4855	SOUTHERN GLAZER'S	01/13/2023	EFT	0.00	16,353.63	11946
4855	SOUTHERN GLAZER'S	01/20/2023	EFT	0.00	5,452.00	11983
2318	SOUTHWEST SANITATION INC.	01/13/2023	EFT	0.00	2,213.10	11947
6040	STEP SAVER INC.	01/13/2023	Regular	0.00	564.94	122315
6706	SUN LIFE FINANCIAL	01/13/2023	EFT	0.00	1,622.49	11948
6277	TALKING WATERS BREWING CO, LLC	01/20/2023	EFT	0.00	980.00	11984
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	01/13/2023	Regular	0.00	965.00	122316
0875	THE COMPUTER MAN INC	01/13/2023	EFT	0.00	3,021.75	11949
0875	THE COMPUTER MAN INC	01/20/2023	EFT	0.00	1,089.00	11985
2143	THOOF ENTERPRISES LLC	01/13/2023	EFT	0.00	5,846.30	11950
7044	TIMECLOCK PLUS LLC	01/20/2023	Regular	0.00	6,363.30	122341
3483	TITLE & ABSTRACT SERVICES, LLC	01/20/2023	Regular	0.00	1,211.00	122342
6156	TRUE BRANDS	01/20/2023	EFT	0.00	633.40	11986
6682	TYLER BUSINESS FORMS	01/13/2023	Regular	0.00	403.83	122317
7036	US BANK	01/20/2023	EFT	0.00	5,692,396.27	11987
2511	USA BLUE BOOK	01/13/2023	EFT	0.00	954.21	11951
4489	VERIZON WIRELESS	01/20/2023	EFT	0.00	35.01	11991
4489	VERIZON WIRELESS	01/20/2023	EFT	0.00	39.02	11992
4489	VERIZON WIRELESS	01/20/2023	EFT	0.00	1,447.70	11993
2538	VIKING COCA COLA BOTTLING CO.	01/13/2023	EFT	0.00	171.35	11952
2538	VIKING COCA COLA BOTTLING CO.	01/20/2023	EFT	0.00	352.10	11994
7011	WIDSETH SMITH NOLTING & ASSOCIATES, INC.	01/13/2023	Regular	0.00	115.00	122318
6082	ZEUG, THOMAS	01/13/2023	EFT	0.00	520.00	11953
2632	ZIEGLER INC	01/13/2023	EFT	0.00	1,577.17	11954

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	85	48	0.00	214,000.07
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	204	94	0.00	6,015,688.20
	<b>289</b>	<b>142</b>	<b>0.00</b>	<b>6,229,688.27</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	85	48	0.00	214,000.07
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	204	94	0.00	6,015,688.20
	<b>289</b>	<b>142</b>	<b>0.00</b>	<b>6,229,688.27</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	1/2023	6,229,688.27
			<b>6,229,688.27</b>

CITY OF MARSHALL, MINNESOTA  
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS

1/24/2023

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation Brennan Companies	5,030,200.00	749,360.00	5,779,560.00		3,039,722.04	2,661,221.96	66,794.00		11,822.00	-	100.00%
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction Duininck, Inc	1,142,009.72	41,873.66	1,183,883.38				1,068,756.45		56,250.36	58,876.57	95.03%
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements Duininck, Inc	480,250.35		480,250.35				376,682.76		19,825.41	83,742.18	82.56%
				<u>6,652,460.07</u>	<u>791,233.66</u>	<u>7,443,693.73</u>	<u>0.00</u>	<u>3,039,722.04</u>	<u>2,661,221.96</u>		<u>0.00</u>	<u>87,897.77</u>	<u>142,618.75</u>	

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	REQUEST FOR INTERIM USE PERMIT / STORAGE CONTAINERS IN A B-3 GENERAL BUSINESS DISTRICT
<b>Background Information:</b>	<p>This is the request by the Owner for an Interim Use Permit for a shipping container placement in a B-3 General business district. While containers are generally prohibited in business districts, the Ordinance allows placing one container in a General Business District by an interim use permit. The above-listed conditions include a reference to a particular Ordinance section that itemizes specific requirements for granting an Interim Use Permit for a container.</p> <p>Interim use permit regulations are found in Sec. 86-46 and the standard for approval are in Sec. 86-49. Attached is an aerial photo for reference</p> <p>At the Planning Commission meeting on January 11, 2023, after a public hearing, a motion was made by Deutz, seconded by Stoneberg, to recommend approval as recommended by city staff to City Council. ALL VOTED IN FAVOR.</p>
<b>Fiscal Impact:</b>	None known.
<b>Alternative/ Variations:</b>	Deny the request.
<b>Recommendations:</b>	<p>Planning Commission recommends that the Council approve the request by Independent Lumber / Brent Demuth for an Interim Use Permit to have a storage container on the premises at 508 Baseline Road with the following conditions:</p> <ol style="list-style-type: none"> <li>1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.</li> <li>2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable amount of time in which to repair such default.</li> <li>3. That this permit expires when the property changes ownership.</li> <li>4. That this container meets all conditions of Sec. 86-248(f) dated 04-27-2021 (as attached) by February 28, 2023, including a fence.</li> </ol>

**INTERIM USE PERMIT**  
City of Marshall, Minnesota

**WHEREAS**, the Planning Commission of the City of Marshall has held a Public Hearing for a Interim Use Permit for to have a storage container on the premises at the location described as:

State of Minnesota, County of Lyon, City of Marshall  
**508 Baseline Road**

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

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

**NOW, THEREFORE** Be It Resolved by the Common Council of the City of Marshall, Minnesota, that an Interim Use Permit be granted to Independent Lumber to have a storage container on the premises described herein subject to the following conditions:

1. That the regulations, standards and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Interim Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.
3. That this permit expires when the property changes ownership.
4. That this container meets all conditions of Sec. 86-248(f) dated 04-27-2021 (as attached) by February 28, 2023.

**ADOPTED January 24, 2023.**

ATTEST:

\_\_\_\_\_  
Mayor

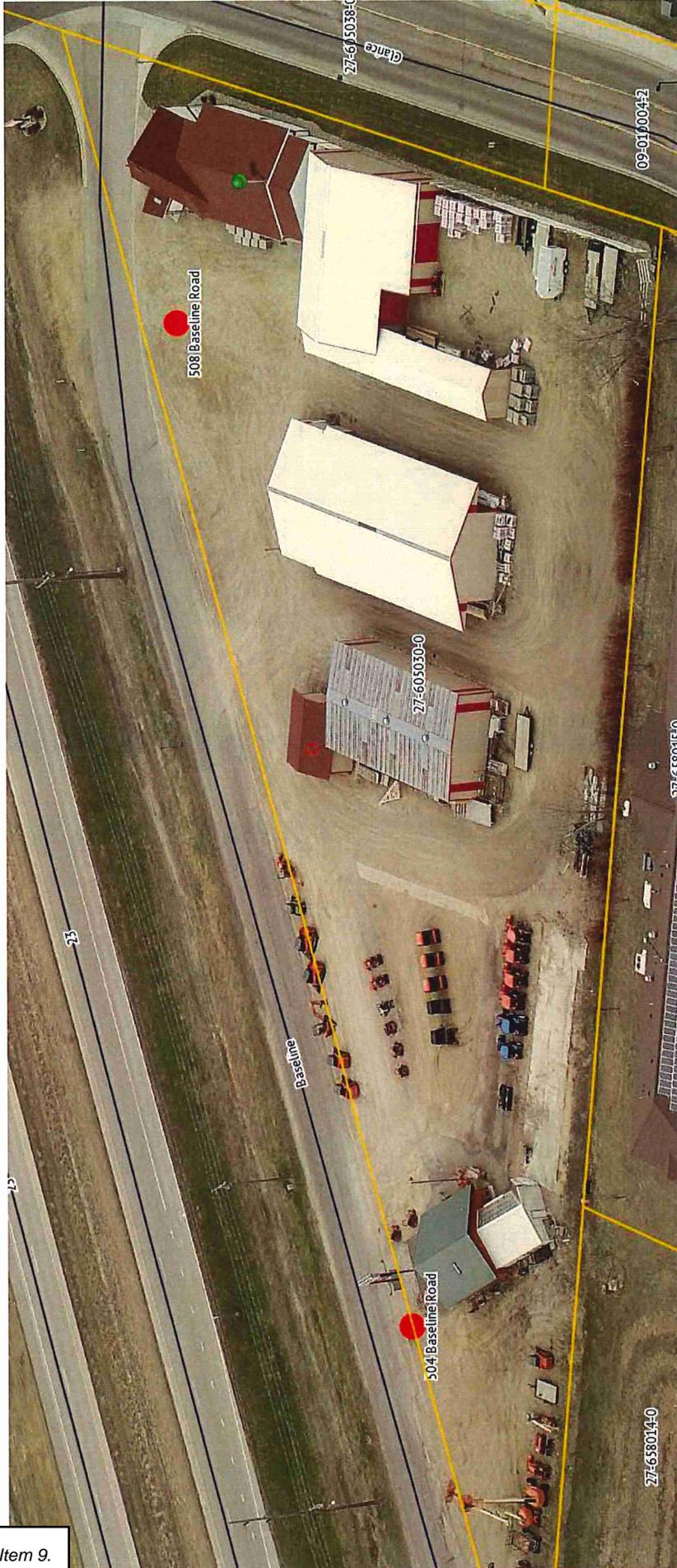
\_\_\_\_\_  
City Clerk

(SEAL)

File No. 1158

This Instrument Drafted By:  
Jason R. Anderson, P.E.  
City Engineer/Zoning Administrator





## Section 86-248 Outside Storage

- (a) In all classes of residential districts, open storage and accumulation of materials and equipment shall be prohibited. In all other zoning districts, open storage of materials and equipment shall be prohibited in the required front, side, and rear yards, except storage shall be allowed in the required rear yard in industrial districts. Unless prohibited elsewhere in the ordinance, any other outside storage, including outdoor storage tanks, shall be located or screened so as not to be visible from public right-of-way, public parks or any lot within 500 feet in any of the classes of business or residence districts, except in industrial and agricultural zoning districts screening from public right-of-way is not required. The screening may be achieved by fencing or landscaping means compliant with section 86-247. In all classes of business districts, the storage area shall be paved or graveled to control erosion and shall be properly maintained. Temporary storage of building materials intended for construction use on premises shall be allowed during ongoing construction and up to two weeks prior to construction and is exempt from the above requirements provided a valid building permit is obtained.
- (b) Outdoor display of retail merchandise intended for sale or rent and open to public shall be allowed in all classes of business and industrial districts. In all classes of business districts, the display area, except live plants sales area, shall be paved to control dust and erosion and facilitate access to, and moving of, displayed products. Except licensed automobile, motorcycle, off-road vehicle, and boat sales lots, and small motorized farm and lawn care equipment sales, the display area shall not be located in the required front and side yards. Outdoor display areas adjacent to any of the classes of residence districts shall be screened by fencing or landscaping means compliant with section 86-247. Outdoor display area shall be adequately lighted.
- (c) In all classes of residential districts and residential properties within other zoning districts, outdoor display and sale shall be allowed during garage and yard sales only. The display and sales area shall be located entirely within the pertinent residential property.
- (1) Any related signage shall be limited to premises and to other private properties provided permission from the property owners is obtained; all signage shall be erected not earlier than one-day before sale and shall be removed at the termination of the sale. Such signs shall be limited to three square feet each.
  - (2) There shall be no more than four garage sales conducted during any period of 12 calendar months; there shall be no more than two garage sales conducted during any period of 30 calendar days; there shall be no garage sales conducted for more than four consecutive days; and there shall be no garage sales conducted before 7:00 a.m. or after 8:00 p.m.
- (d) Building enlargement and expansions over 50 percent of existing building footprint area, construction of additional buildings on site, or changes of use resulting in new exterior storage or display area shall cause an exterior storage/display area review by city staff for ordinance compliance.
- (e) Trash, garbage, refuse, recycling materials or any other items intended for disposal shall be stored in designated containers or dumpsters which, with the exception of R-1 and R-2 residence districts, shall be located within areas set for collection of garbage as prescribed by section 50-23. In R-1 and R-2 residence districts trash cans shall not be stored in the required front yard except on the day of garbage collection. In R-1 and R-2 residence districts furniture and other bulky items may be left at the curb for pick up by the licensed garbage hauler or anywhere in the front yard for anyone to take for no more than 48 hours. In all classes of business and industrial districts, similar items intended for disposal may be piled together for temporary storage.

longer than six months within garbage collection areas in a single stack not higher than five feet and with area no more than 100 square feet.

- (1) In all classes of multiple-family and business districts, garbage collection areas shall be paved and fully enclosed with secured access and shall not be located in the required front yard. The enclosure shall be between five and six feet high and fully opaque. If it is located next to the building, it shall be finished with materials matching the exterior of the building. Enclosure requirement does not apply in the Downtown district.
  - (2) Temporary construction dumpsters intended for demolition and other construction debris may be located outside of such enclosures during ongoing construction and up to one week before and after construction provided a valid building permit is obtained. No temporary construction dumpster shall be set on public right-of-way or public parking lot unless a city permit is secured.
- (f) Storage containers, including, but not limited to, trailers, semi-trailers, cargo and shipping containers, and PODS, are not allowed as permanent storage units in all classes of residential or business districts. Utilization of a single unit is allowed for temporary storage for no more than 30 days in a calendar year; the 30 days limit may be extended up to 180 days by an interim use permit. The above listed units used for temporary construction related storage shall be allowed during an ongoing construction project and up to a month prior to construction, provided a valid building permit is obtained. As an exception, shipping containers totaling less than 340 square feet may be permitted by an interim use permit in a B-3 general business district, with the following conditions:
- (1) The containers shall not be placed in any front or required side or rear yard.
  - (2) The containers shall be located so as not to be visible from adjacent public right-of-way, public parks, or any lot within 500 feet in any of the classes of residence districts. It may be screened by fencing or landscaping means compliant with section 86-247.
  - (3) The containers shall be new or freshly painted with neutral colors with no painted signage, lettering, or advertising and shall be properly maintained.
  - (4) The interim use permit shall expire when the property changes ownership.
- (g) In all classes of residential districts, a licensed boat, open or closed trailer, camper, motor-home, recreational vehicle or other motorized vehicle, but no more than three units, may be stored outside on the property as regulated in section 74-131. One snowmobile, ATV, golf cart, riding mower, trailer, boat, or camper can be displayed for sale in the front yard, provided it has not been purchased or consigned for resale and is not displayed for longer than seven consecutive days or longer than 30 days in a calendar year. No storage or accumulation of any materials in trailers is permitted.

(Code 1976, § 11.19(3)(A)(2); Ord. No. 687, § 1, 6-10-2014; Ord. No. 749 2nd series, § 1, 6-23-2020; Ord. No. 21-002, § 1, 4-27-2021)

**Editor's note(s)**—Ord. No. 687, § 1, adopted June 10, 2014, amended the title of § 86-248 to read as set out herein. Previously § 86-248 was titled storage of materials.

HISTORY

Amended by Ord. [22-005](#) on 5/10/2022



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Sharon Hanson
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Adopt Ordinance Authorizing Sale of City Owned Land
<b>Background Information:</b>	<p>The City of Marshall owns a parcel of property approximately 30,000 square feet located at the northeast corner of Main &amp; Boyer.</p> <p>CenterPointe Real Estate Group and the City entered into a Letter of Intent dated November 18, 2022 and the Letter of Intent specifically states that it is not intended to be contractual in nature or create any legal obligations and that the parties shall not be bound in any way until a formal agreement is executed between the parties.</p> <p>City Charter Ch.12 Section 05 requires that no real property of the City shall be disposed of except by ordinance. The City Charter also specifies that no ordinance shall be passed in the same meeting that it is introduced.</p> <p>A real estate contract between the City of Marshall and CenterPointe Real Estate Group, LLC has been received and is attached for consideration. Pursuant to Section 12.05 of the Marshall Charter, the City Council will have final approval of sale of the property.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To Adopt an ordinance authorizing the sale of city owned land.

## REAL ESTATE CONTRACT

**THIS REAL ESTATE CONTRACT** (the “Agreement”) dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Marshall, a Minnesota municipal corporation (the “Seller”) and CenterPointe Real Estate Group, LLC, an Arizona limited liability company (the “Purchaser”).

1. **Conveyance:** Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller that certain real property consisting of approximately 30,000 square feet of land located at the northeast corner of Main and Boyer in City of Marshall, Lyon County, Minnesota (PID 27-60536-0), together with all rights, title and interest, if any, of Seller in and to (i) all adjacent streets, alleys and rights-of-way lying between such real property and adjacent properties, (ii) all rights (but excluding mineral, water and irrigation rights), privileges, leases, tenements, hereditaments, access rights, common area rights, and easements appurtenant to, benefitting, or belonging to such real property; and (iii) all buildings and improvements located on the real property (collectively, the "Property"). The Property is shown on the attached Exhibit A.

2. **Price:** Purchase agrees to pay Seller **\$55,000.00** (the “Purchase Price”) for the Property at closing. The Purchase Price, less any Earnest Money shall be payable by either a certified check or by wire transfer.

3. **Earnest Money:** Purchaser shall deposit with the Escrow Agent referred to in Section 4, within fifteen (15) business days after the Escrow Agent receives a fully executed copy of this Agreement, (the date Escrow Agent receives a fully-executed copy of this Agreement being the “Opening Date”) \$1,000.00 (the “Earnest Money”), to be credited against the Purchase Price at Closing and refundable as set forth herein. The Earnest Money shall be refundable until expiration of the Due Diligence Period (defined below) and all exercised extensions.

4. **Due Diligence:** This Agreement is subject to the following conditions:

A. Within fifteen (15) business days after the Opening Date, Purchaser shall obtain a title commitment for an ALTA extended coverage owner’s title insurance policy in the amount of the Purchase Price (the “Title Policy”) from Kari Hollencamp, Tri-County Abstract and Title Guaranty, 122 12<sup>th</sup> Ave N., St. Cloud, MN 56303; karih@tricityabstract.com; 320-253-2096 (the "Escrow Agent") and deliver a copy thereof, together with all documents listed in Schedule B of the title commitment to Purchaser. At least ten (10) business days prior to expiration of the Due Diligence Period (“Title Objection Date”), Purchaser shall deliver written notice to Seller of any objections to matters set forth in the title commitment, any survey obtained by Purchaser and/or the Schedule B documents (collectively, the "Title Objection Notice"). Within five (5) business days after receipt of the Title Objection Notice, Seller shall advise Purchaser in writing ("Title Response Notice") whether: (i) Seller will remove or endorse over (at Seller’s expense) the objectionable exceptions on or before the Closing (in which case, such exceptions shall not be Permitted Encumbrances and shall be either removed or endorsed over by Seller on or before the Closing); or (ii) Seller elects not to cause such exceptions to be removed or endorsed over. Seller’s failure to timely and properly give notice to Purchaser on or before such date shall

be deemed to be Seller's election not to cause such exceptions to be removed or endorsed over. If Seller gives Purchaser notice or is otherwise deemed to have elected not to cause such exceptions to be removed, Purchaser shall, prior to expiration of the Due Diligence Period, elect to: (i) proceed with the purchase and accept title to the Property subject to the exceptions to title to which Purchaser objected, or (ii) terminate this Agreement. If Purchaser shall fail to give Seller notice of its election on or before the end of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed with the purchase and to have waived its objections to such exceptions. Any exceptions to title contained approved by Purchaser are referred to in this Agreement as the "Permitted Encumbrances." Notwithstanding anything to the contrary set forth herein, any and all monetary liens (including mechanics' liens) shown on the title commitment, and any delinquent taxes and assessments, shall be removed by Seller from title on or before the Closing and shall not constitute Permitted Encumbrances (regardless of whether or not Purchaser objects to such exception). If Purchaser opts to terminate this Agreement pursuant to this paragraph, the Earnest Money shall be refunded to Purchaser.

- B. Within fifteen (15) business days after the Opening Date, Seller shall deliver all leases encumbering the Property and other reports, surveys, and inspections, if any, in Seller's possession (the "Seller Due Diligence Materials"). If Purchaser is not satisfied with Purchaser's investigations and inspections with respect to the Property, including Purchaser's ability to obtain all governmental approvals and permits related to Purchaser's proposed development of the Property and the lot split creating the Property, within one hundred twenty (120) days following the Opening Date (the "Due Diligence Period"), Purchaser will have the absolute right to cancel this Agreement for any reason whatsoever or no reason, in Purchaser's sole and absolute discretion. In the event of such cancellation, the Earnest Money shall be returned to Purchaser. Unless Purchaser gives notice of cancellation prior to expiration of the Due Diligence Period (as may be extended as set forth below), then Purchaser will be deemed to have elected not to cancel the Agreement under this provision and the Earnest Money shall become non-refundable to Purchaser except due to a Seller default or as otherwise provided hereinafter. Notwithstanding the foregoing, Purchaser shall have the option to extend the Due Diligence Period for three (3) thirty (30) day periods with notice to Seller prior to expiration of the then expiring Due Diligence Period and deposit with Escrow Agent within three (3) business days after such expiration the amount of \$500.00 per extension, which amounts shall be applicable to the Purchase Price and shall be non-refundable (except as to a Seller default).
- C. During the Due Diligence Period Purchaser shall be entitled to obtain boring, percolation, and other soil tests determining the physical characteristics of the sub-strata of the Property and showing that the soil and ground water are not contaminated and that the Property is satisfactory, in Purchaser's sole judgment. Seller hereby grants to Purchaser, its agents and contractors, the right to enter upon the Property for such testing. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any and all losses, claims, causes of action, liabilities and costs of defense incurred by Seller arising out of the actions of Purchaser, its agents, employees, contractors, or invitees in carrying out Purchaser's investigations of the Property, unless due to the negligence or willful misconduct of Seller or its agents, employees, or contractors.

5. **Closing:** This sale shall be closed in escrow with the Escrow Agent listed in Section 4, sixty (60) days after the expiration of the Due Diligence Period, as may be extended (the "Closing"). All real estate taxes are to be paid through the date of Closing by Seller. If the amount of such taxes for the year Closing occurs are not then ascertainable, the amount of taxes shall be pro rated between Seller and Purchaser based on the amount of the most recent ascertainable taxes. All transfer and conveyance taxes or documentary stamps and special real estate taxes and assessments existing on the date of Closing shall be paid for by Seller. Seller agrees to pay all costs related to preparation of the Deed (defined below) and commissions to Seller's broker. Purchaser agrees to pay the cost of the title commitment and any title search and examination fees, the premium for the title insurance policy and any extended coverage and any title endorsements desired by Purchaser, and for any lender's policy of title insurance. Purchaser shall be responsible for the recording costs of the Deed. Purchaser shall be responsible for commissions to Purchaser's broker. Seller shall be responsible for the recording costs for recording any documents necessary to make title marketable. All monthly prorations (including rental income and expenses, if any) will be made on the basis of a thirty (30) day month. All escrow fees, recording fees and other escrow-related charges are to be paid by the Purchaser. Each party shall be responsible for its own attorneys and accounting fees.

In addition to the foregoing, at Closing, Seller shall execute and/or deliver to Escrow Agent the following: (i) a limited warranty deed ("Deed") conveying all of Seller's right, title and interest in and to the Property to Purchaser, free and clear of all encumbrances, except the Permitted Encumbrances; (ii) an Affidavit of Seller indicating that on the date of Closing, to the best of Seller's knowledge, there are no outstanding, unsatisfied judgments, tax liens (other than the lien of real estate taxes not yet due and payable) or bankruptcies against or involving Seller or the Property; (iii) a non-foreign affidavit properly containing such information as is required by IRC Section 1445(b)(2) and its regulations; (iv) a closing and disbursement statement showing the Purchase Price, the costs and expenses of the Closing attributable to each of Purchaser and Seller, and the disbursement of funds; and (v) such other documents required by the Escrow Agent required to record the Deed and issue the Title Policy.

As Closing Purchaser will execute and/or deliver or cause to be executed to Escrow Agent the following: (i) the Purchase Price, by wire transfer of immediately available funds; (ii) a closing and disbursement statement showing the Purchase Price, the costs and expenses of the Closing attributable to each of Purchaser and Seller; and (iii) such other documents, instruments and affidavits as shall be necessary to consummate the transaction contemplated hereby.

6. **Possession:** Seller promises to deliver sole and actual possession of the Property to Purchaser, free and clear of all tenancies and parties in possession at Closing.

7. **Brokerage:** Each party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or may be due in connection with this transaction. Each party agrees to indemnify, defend (with legal counsel reasonably acceptable to the indemnitee) and hold harmless the other party for, from and against any claims by third parties made by or through the acts of such party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees. Seller

acknowledges that J. Clint Jameson, who is a member and/or manager of Purchaser is a real estate agent or broker licensed in the State of Arizona.

8. **Default.** (a) If Purchaser defaults in its obligations hereunder, Seller shall deliver written notice of such default and Purchaser shall have ten (10) business days from the receipt of written notice of default, to cure the default. Should Purchaser fail to cure the default timely, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and the Earnest Money shall be forfeited to Seller; (b) if Seller defaults in its obligations hereunder, Purchaser shall deliver written notice of such default and Seller shall have ten (10) business days to cure the default. Should Seller fail to cure the default timely, Purchaser shall be entitled to terminate this Agreement and have the Earnest Money returned.

9. **Notices.** Any notice or other communication in connection with this Agreement shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier guarantee next day delivery, by email, or by personal delivery, properly addressed as follows:

If to Seller:                      City of Marshall Minnesota  
   344 W. Main Street  
   Attn: Sharon Hanson  
   Marshall, MN 56258  
   Email: Sharon.Hanson@ci.marshall.mn.us

If to Purchaser:                      CenterPointe Real Estate Group, LLC  
   Attn: J. Clint Jameson  
   4526 E. Calle Tuberia  
   Phoenix, AZ 85018  
   [clint@centerpointe-dev.com](mailto:clint@centerpointe-dev.com)  
   [amy@centerpointe-dev.com](mailto:amy@centerpointe-dev.com)

All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or email. Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

10. **Counterparts; Entire Agreement/Modification:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It is understood that there are no oral or written agreements or representations between Seller and Purchaser affecting this contract, and this contract supersedes and cancels any and all previous negotiations, arrangements and understandings between the parties. This Agreement may be modified or altered only by an agreement in writing between the parties.

11. **Assignment.** At any time prior to the Closing, Purchaser may assign its rights under this Agreement to an assignee, who is a related entity or under common control of Purchaser or a

member of Purchaser. All other assignments shall require Seller's prior written permission, which permission shall not unreasonably be withheld.

**12. Representations, Covenants and Warranties by Seller.** In addition to the express warranties under the Deed and other conveyance, assignment, and transfer documents to be delivered to Purchaser at Closing, Seller hereby represents and warrants to, and covenants with, Purchaser that:

- a. Authority and Binding Agreement. Seller has full right, power, and authority to execute and deliver this Agreement and to consummate the purchase and sale transactions provided herein, subject to approval of this Agreement by the City Council for the City of Marshall. Upon obtaining said approval, this Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement as Seller and enforceable against Seller in accordance with its terms.
- b. Operation of the Property. From the date hereof until the Closing Date, Seller covenants to: (i) maintain and operate the Property in the same manner as Seller has heretofore done; and (ii) and not, without the prior written consent of Purchaser, enter into any agreement or instrument or take any action that would encumber the Property after Closing, that would bind Purchaser or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property.
- c. No Litigation; No Notice of Violation. There is no litigation or proceeding pending or threatened against or relating to any portion of the Property. Seller has not received any notice of violation of any law, rule or ordinance concerning any portion of the Property or the business being operated thereon.
- d. No Undisclosed Liens or Assessments; All Assessments Paid. There are no: (i) assessments (special, general, or otherwise) or benefits of any nature affecting the Property, or any portion thereof; and (ii) except as disclosed by the Title Commitment, there are no unrecorded liens or encumbrances. All obligations applicable to the Property under any declaration, easement agreement, restriction agreement or similar agreement of record are paid current.
- e. Bills Paid. All bills and other payments due with respect to the ownership, operation, construction, and maintenance of the Property are paid in the ordinary course of the operation of the Property.
- f. Leases; Rights of First Refusal or Rights of First Offer. Other than the Leases, there are no leases in effect on the Property and no party has a first of first refusal or right of first offer to purchase the Property.
- g. Encumbrances. Seller will not place (and will not allow to be placed) any encumbrances on the Property.
- h. "AS IS, WHERE IS." Purchaser acknowledges that it has inspected or will have the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no

right of set off or reduction in the Purchase Price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by the Seller or any official, employee or agent of the Seller with respect to the physical condition of the Property, including, but not limited to, the existence of or absence of petroleum, asbestos, lead, hazardous substances, pollutants, or contaminants in, on, or under, or affecting the Property except as otherwise set forth within this Agreement. Other than as expressly stated herein, or expressly stated in any closing document delivered by Seller at Closing, Purchaser acknowledges and agrees that Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller hereby expressly disclaims, except as stated above. Purchaser expressly assumes, at closing, all environmental and other liabilities with respect to the Property. Except for the representations herein, Purchaser is solely relying upon information and knowledge obtained from its own investigation, experience, and knowledge obtained from its own investigation, experience, or personal inspection of the Property. The foregoing provision shall survive Closing and shall not be deemed merged into any instrument of conveyance delivered at Closing.

- i. Wells. Seller certifies that Seller does not know of any wells on the Property
- j. Sewage Systems. Seller does not know of any individual sewage treatment systems on or serving the Property.
- k. Underground Tanks. To the best of Seller's knowledge, the Property does not contain any underground storage tanks of any size or description.

All representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date hereof and will be true and correct in all material respects on the date of the Closing. Warranties of Seller shall survive Closing for a period of six months.

13. **Time of the Essence; Binding Effect; Calculation of Time Periods.** Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Unless otherwise specified herein, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

14. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

15. **Severability.** The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.

16. **Condemnation and Casualty.** If, prior to the Closing, a casualty occurs on the Property or eminent domain proceedings are commenced against all or any substantial part of the Property, Seller shall immediately give notice to Purchaser of such fact and at Purchaser's option Purchaser may terminate this Agreement and the Earnest Money shall be returned to Purchaser; or, if no termination, Seller shall assign to Purchaser at the Closing all of Seller's right, title and interest in and to any insurance proceeds or award made or to be made in the condemnation proceedings.

17. **Exchange Facilitation.** At the option of either party, upon not less than five calendar (5) days written notice to the other party prior to Closing, a party may require the Closing to be achieved pursuant to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In such event, the other party agrees to cooperate with the party giving such notice; provided, however, that (a) the Closing will not be delayed thereby, (b) the other party will not incur any liability, undertake any additional obligation or have any obligation to acquire or convey any other property as a result of any such tax deferred exchange, and (c) the party making the exchange will pay all costs and expenses associated with effectuating such tax deferred exchange.

18. **Electronic Signatures; Execution in Counterparts.** The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SELLER AND PURCHASER**, by their execution below, indicate their consent to the terms of this Agreement as of the date set forth above.

**PURCHASER:**

CENTERPOINTE REAL ESTATE GROUP, an  
Arizona limited liability company

By: \_\_\_\_\_  
J. Clint Jameson, Manager

**SELLER:**

CITY OF MARSHALL

By: \_\_\_\_\_  
Robert Byrnes  
Its: Mayor

By: \_\_\_\_\_  
Sharon Hanson  
Its: City Administrator

**Exhibit A  
Depiction of the Property**



# centerPointe

DEVELOPMENT GROUP

4014 N. Goldwater Blvd, Suite 204  
Scottsdale, AZ 85251

Telephone: 602.538.3637  
clint@centerpointe-dev.com

November 18, 2022

**RE: Approximately 30,000 square feet of land located at the northeast corner of Main & Boyer – city owned property – in Marshall, MN with an APN of 27-605036-0**

On behalf of CenterPointe Real Estate Group ("CenterPointe"), this letter is being delivered to you to outline the basis upon which CenterPointe will enter into a contract to purchase the above referenced Premises.

**PREMISES:** Approximately 30,000 square feet of land located at the northeast corner of Main & Boyer – city owned property – in Marshall, MN with an APN of 27-605036-0 as shown on the attached Exhibit A.

**SELLER:** City of Marshall, MN

**BUYER:** CenterPointe Real Estate Group, an Arizona limited liability Co. or TBD  
4526 E. Calle Tuberia  
Phoenix, AZ 85018  
ATTN: J. Clint Jameson

**PURCHASE PRICE:** \$55,000

**TERMS OF PURCHASE:** Upon the mutual execution and delivery of a Purchase and Sale Agreement, Buyer shall, within fifteen (15) business days, deliver earnest money in the amount of \$1,000 (the "Deposit"), which shall be applicable to the Purchase Price, to Thomas Title & Escrow Company, 3100 McKinnon St, Suite 170, Dallas TX 75201 85251, ATTN: Stephanie Welch (the "Escrow Officer"). Buyer will deposit the balance of the Purchase Price with the above referenced title company on the day of Closing. The Deposit shall become non-refundable to Buyer upon expiration of Due Diligence Period as outlined below.

**SELLER'S DUE DILIGENCE ITEMS:** Within fifteen (15) business days following a fully executed Purchase and Sale Agreement between Buyer and Seller for the Premises, Seller shall deliver to Buyer all documents related to the Premises, including, but not limited to, a new title report and all back-up documents, reports, studies, inspections, leases, surveys and all other document and materials (the "Seller's Due Diligence Items").

**DUE DILIGENCE PERIOD:** Buyer shall have one hundred and twenty (120 days) following the receipt of all Seller's Due Diligence Items to complete Buyer's due diligence ("Due Diligence Period") with respect to the Premises, including without limitation, approval of the condition of title and survey matters, approval of environmental and soils condition and to create a new legal lot for the proposed Premises. If Buyer has not completed its inspections prior to the expiration of the Due Diligence Period, Buyer shall have the option for three (3) thirty (30) day extensions at a cost of \$500 per extension, which shall be applicable to the purchase price and shall be non-refundable.

# centerPointe

DEVELOPMENT GROUP

**TITLE INSURANCE:** Within fifteen (15) business days following the execution and delivery of the fully executed Purchase and Sale Agreement to the Title Company, Seller and the Title Company shall cause a title commitment (the "Commitment") for an Owner's Policy of Title Insurance to be delivered to Buyer, accompanied by a copy of all instruments affecting title to the Premises as set forth and identified in the Commitment. Upon closing, Seller, at Seller's expense, is to furnish Buyer with a Standard Owner's Policy of Title Insurance issued by the Title Company.

**HAZARDOUS SUBSTANCES:** Seller shall provide Buyer with copies of any and all of Seller's environmental studies (Phase I & 2, geotechnical reports, and all AutoCAD files), within five (5) days from opening of escrow for Buyer's approval.

**DOCUMENTATION:** Buyer shall draft the Purchase and Sale Agreement within five (5) business days following the final execution of this Letter of Intent.

**CLOSING:** Closing shall occur sixty (60) days following the expiration of the Due Diligence Period.

**ACCEPTANCE:** This offer shall become null and void if not accepted by 5:00 p.m. MST on Friday November 18<sup>th</sup>, 2022

**BROKERS:** None

**EXCLUSIVITY:** Seller hereby agrees that it shall exclusively negotiate with Buyer until the signing of the Purchase and Sale Agreement, and, neither Seller nor its affiliates will in any way continue to market the Premises or enter into any Letter of Intent or Purchase and Sale Agreement with other potential interested parties until after the termination of this Letter of Intent or any executed Purchase and Sale Agreement between Buyer and Seller.

Notwithstanding anything to the contrary contained in this letter: (i) nothing in this letter is intended to be contractual in nature or create any legal obligation or rights; (ii) the parties shall not be bound in any way until a formal agreement shall entirely supersede this letter and all prior writings and negotiate to reach such a formal agreement, and if the parties engage in further negotiations, either party may discontinue negotiations at any time for any reason whatsoever without any liability to the other party.

Please execute and return a copy to my attention. The other is for your files.

Very truly yours,



# centerPointe

DEVELOPMENT GROUP

J. Clint Jameson

Attachment:  
CC: Snell & Wilmer  
Andy Pidcock

AGREED AND ACCEPTED:

BUYER:

CENTERPOINTE REAL ESTATE GROUP, LLC  
an Arizona limited liability company

Signed By: J. Clint Jameson  
By: 9FC4898AA363456...  
Title: Managing Member  
Date: 11/18/2022

SELLER:

City of Marshall

By: [Signature]  
Title: City Administrator  
Date: 11-18-22

Exhibit A

# centerPointe

DEVELOPMENT GROUP



**CITY OF MARSHALL,  
MINNESOTA**

**ORDINANCE NO. 23-006**

**AN ORDINANCE AUTHORIZING THE SALE OF CITY-OWNED PROPERTY**

The Common Council of the City of Marshall do ordain:

**Article I.** The City of Marshall upholds the following as true and correct:

1. The City of Marshall (the “City”) is the owner of property located at the northeast corner of Main and Boyer in the City of Marshall, Lyon County, Minnesota (PID 27-60536-0)(the “Property”).
2. The City received an offer from CenterPointe Real Estate Group, LLC an Arizona limited liability company (the “Buyer”) to purchase the Property for \$55,000.00.
3. The City and the Buyer desire to enter into a real estate contract, pursuant to which the City will convey the Property to the Buyer.
4. Section 12.05 of the City Charter requires the sale of City-owned property to be by ordinance.

**Article II.** The City Council of the City of Marshall, Minnesota makes the following findings:

- A. An uncodified City ordinance is adopted pursuant to Section 12.05 of the City Charter to provide as follows:
  1. That the sale of the Property located at the northeast corner of Main and Boyer in the City of Marshall, Lyon County, Minnesota (PID 27-60536-0)(the “Property”) is in the best interest of the City.
  2. That the Council hereby approves the Real Estate Contract between the City and CenterPointe Real Estate Group, LLC in substantially the form presented to the Council, subject to modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Administrator.
  3. City officials, staff, and consultants are authorized to take all actions necessary to perform the City’s obligations under the Real Estate Contract as a whole, including, without limitation, execution of any documents to which the City is a party referenced in or attached to the Real Estate Contract, and any other documents necessary for the Property to be conveyed by the City to the Buyer, all as described in the Real Estate Contract.

4. In accordance with Section 12.05 of the City Charter, the proceeds of the sale of the Property shall be used as far as possible to retire any outstanding indebtedness incurred by the City in the purchase, construction, or improvement of the Property or other property used by the City for the same public purpose. If there is no such outstanding indebtedness, the Council may by resolution designate some other public use for the proceeds.

**ARTICLE III.**

Section 1. This Ordinance shall become effective immediately upon its passage and publication.

Adopted on this 24th day of January 2023 by a \_\_\_\_\_ vote of the City Council.

**BY THE CITY COUNCIL**

\_\_\_\_\_  
Robert Byrnes, Mayor

ATTEST:

\_\_\_\_\_  
Steven Anderson, City Clerk

Introduced on: January 10, 2023

Final passage on: January 24, 2023

Published in Marshall Independent: \_\_\_\_\_

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Aquatic Center Local Sales Tax Resolution
<b>Background Information:</b>	<p>The City conducted a feasibility study of the current aquatic center in 2018 (report issued in 2019) and deemed several deficiencies with the current aquatic center. In 2021, the City completed a community park and recreation survey that indicated public support for the sales tax and park and recreation amenities. The survey results indicated great than 50% support for consideration of the sales tax for funding park and recreation projects.</p> <p>To impose a general local sales tax under <a href="#">Minnesota Statutes, section 297A.99</a>, a city must take the following steps:</p> <ol style="list-style-type: none"> <li><b>1. Adopt a resolution.</b> The city council must first adopt a resolution proposing the tax. The resolution must include the proposed tax rate, documentation of the “regional significance” of each project to be funded, the amount to be raised with the tax, and the estimated length of time the tax will be needed.</li> <li><b>2. Submit resolution and supporting materials to state tax committees.</b> The city is required to submit the adopted resolution, details on the projects, and documentation on regional significance to the chairs and ranking minority members of the House and Senate Taxes committees by Jan. 31 of the year that it is seeking the special law.</li> <li><b>3. Get legislative authorization.</b> The city must secure the passage of a special law authorizing the enactment of the local sales tax. The city would typically work with its local legislators to introduce special legislation.</li> <li><b>4. Adopt a resolution.</b> After approval, the city must adopt a resolution accepting the new law. The city must also file the resolution and a local approval certificate with the Office of the Secretary of State before the next legislative biennium begins.</li> <li><b>5. Hold a referendum.</b> The city must conduct a referendum during a general election* within two years of receiving legislative authority for the local sales tax. The referendum must include separate questions for each project, and only the ballot questions approved by voters may be funded by the sales tax.</li> </ol> <p><b>*City is Requesting Legislation to conduct an election held on November 7, 2023</b></p> <ol style="list-style-type: none"> <li><b>6. Pass an ordinance.</b> The city council must pass an ordinance imposing the tax. It must also notify the commissioner of Revenue at least 90 days before the first day of the calendar quarter that the tax will be imposed.</li> </ol>

<b>Fiscal Impact:</b>	See bonding schedule
<b>Alternative/ Variations:</b>	Dependent on success or failure of request
<b>Recommendations:</b>	<ol style="list-style-type: none"><li>1. Adopt Resolution 23-009 supporting the extension of the authority to impose a general local sales tax of <i>one-half of one percent (0.50%)</i> for an additional period of <i>20 years</i> to fund an aquatic center.</li></ol>

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. 23-009

**Resolution supporting the extension of the authority to impose a local sales tax to fund specific capital improvements providing regional benefit, to establish the duration of the tax and the revenue to be raised by the tax, and to authorize the city to issue bonds supported by the sales tax revenue.**

**WHEREAS**, Minnesota Statutes, Section 297A.99 (the "Local Tax Act"), provides the City of Marshall, Minnesota (the "City") with authority to impose a local sales tax if that tax is approved by the voters at the November 7, 2023 election and the State Legislature approves the local sales tax through the creation of a special law; and

**WHEREAS**, the Local Tax Act requires the City Council of the City (the "Council") to adopt a resolution indicating its approval of the tax, outlining the details of the proposed local sales tax, and setting forth the regional significance of the proposed projects prior to submitting the request for a local sales tax to the State Legislature; and

**WHEREAS**, the Minnesota Legislature has by Minnesota Laws 2011, First Special Session, Chapter 7, Article 4, Section 14 (the "Special Legislation"), authorized the City to impose a one-half of one percent (0.50%) sales and use tax within the City (the "Local Sales Tax") to provide revenues to pay for the cost of collecting and administering the taxes, certain costs related to the property acquisition, design, construction and other capital costs with respect to the new and existing facilities of the Minnesota Emergency Response and Industry Training Center and the new facilities of the Southwest Minnesota Regional Amateur Sports Center, plus the costs related to the issuance, and debt service on bonds or other obligations issued by the City to finance the capital costs of the such capital projects (collectively, the "Designated Projects"), subject to approval by voters at a general election held within two years of final enactment of the Special Legislation; and

**WHEREAS**, at the general election held November 6, 2012, the voters of the City approved the Local Sales Tax to pay for the cost of collecting and administering the taxes and to pay for certain costs related to the funding of the Designated Projects (the "Referendum"); and

**WHEREAS**, under the terms of the Special Law, the City issued its \$15,735,000, General Obligation Sales Tax Bonds, Series 2014B (the "Series 2014B Bonds") pursuant to Minnesota Statutes, Section 475, as amended, to pay all or a portion of the costs of the Designated Projects; and

**WHEREAS**, the Series 2014B Bonds mature on February 1, 2028 and are subject to optional redemption on February 1, 2024; and

**WHEREAS**, the City continues to grow as a regional center for employment, retail trade, and recreation opportunities; and

**WHEREAS**, the City has engaged community residents and businesses and in order to facilitate strategic investment in the region and community, and proposes to request special legislation to extend the Local Sales Tax approved by the voters pursuant to the Referendum and by the Legislature pursuant to the Special Legislation in order to raise revenues to fund the following capital project (the "Project"):

1. Aquatic Center

Construction of a new municipal aquatic center that will provide a wide variety of activities for all ages, will be safe, and will add to the recreational opportunities in the City. The proposed aquatic center is proposed to include two pools and a splash pad (a large play area with fountains and other interactive water features but without any standing water), a bath house, and new concessions.

**Projected Project Cost: \$18,370,000**

**WHEREAS**, the Project will result in benefits to both the residents and businesses of the City of Marshall and to non-resident visitors and businesses; and

**WHEREAS**, funding the Project with a local sales tax will more closely distribute the cost of the Project to the users of the facilities; and

**WHEREAS**, the Project is estimated to cost approximately \$18,370,000 plus an amount equal to interest on and the costs of issuance of any bonds; and

**WHEREAS**, the City estimates that a local sales tax of one-half of one percent (0.50%) would generate \$37,500,000 over 20 years; and

**WHEREAS**, the City has provided documentation of the regional significance of each project, including the share of the economic benefit to or use of each project by persons residing, or businesses located, outside of the jurisdiction, including but not limited to the materials attached hereto as Exhibit A; and

**WHEREAS**, the estimated local sales tax revenue and estimated time needed to raise that amount of revenue for each project and a proportional amount for the estimated interest on and the costs of issuing bonds to finance the Project is as follows:

1. Aquatic Center: The City will collect approximately \$37,500,000 over 20 years.

**WHEREAS**, the Local Tax Act authorizes the imposition of a general sales tax if permitted by special law of the Minnesota Legislature; and

**WHEREAS**, the Local Tax Act requires a political subdivision to wait one year after the expiration or termination of a local sales tax before imposing a new tax, but the Legislature has granted extensions of existing sales taxes without the required break; and

**WHEREAS**, the Local Tax Act requires the City to pass a resolution authorizing such a local tax and to obtain Legislative approval prior to approval by the local voters to enact the local tax.

**THEREFORE, BE IT RESOLVED the following:**

1. The Council supports the extension of the authority to impose a general local sales tax of *one-half of one percent (0.50%)* for a period of *20 years* to fund the aforementioned Project.
  - a. The extended sales tax collection for the Project will begin immediately following retirement of the Series 2014B Bonds, currently anticipated to occur in 2027.
  - b. Legislative authorization, along with approval by voters of the City at the November 7, 2023 election, will allow construction of the Project to begin in 2024.
  - c. Interest on bonds or other obligations to be issued by the City to finance the Project is anticipated to be financed by such bonds or paid with local funds until the extended sales tax collection begins.
2. Upon approval of this resolution, the City will submit the adopted resolution and documentation of regional significance to the chairs and ranking minority members of the House and Senate Taxes

committees for approval and passage of a special law authorizing the tax, by January 31 of the year that it is seeking the special law.

3. Upon Legislative approval and passage of the special law authorizing the tax, the City will adopt a resolution accepting the new law, which will be filed with a local approval certificate to the Office of the Secretary of State before the following Legislative session.
4. The City will put the detailed ballot question on the November 7, 2023 election ballot for local voter approval of the imposition of the sales tax within two years of receiving legislative authority.
5. If the ballot question passes, the City will also pass an ordinance imposing the tax and notify the commissioner of Revenue at least 90 days before the first day of the calendar quarter that the tax will be imposed.
6. Upon completion of the aforementioned requirements, the local sales tax will commence and run 20 years or until a sum sufficient to fund the voter approved project plus amounts sufficient to pay interest on and the costs of issuing any bonds, is raised, whichever comes first.
7. The Council further finds that it is in the best interest of the health, welfare, and safety of the City and its residents and it is necessary and expedient to the sound financial management of the affairs of the City that the acquisition and betterment of the Project, or any part thereof, be financed in whole or in part by the issuance and sale of the City's general obligation bonds pursuant to Minnesota Statutes, Chapter 475, as amended, in one or more series in an aggregate principal amount not to exceed \$18,370,000 plus an amount equal to interest and the costs of the issuance of any bonds. The City may accept an offer to purchase the Bonds, and the City may sell the Bonds, at a price that results in the receipt of original issue premium in any amount.

Approved by the City Council of the City of Marshall, Minnesota this 24<sup>th</sup> day of January 2023.

**CITY OF MARSHALL, MINNESOTA**

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Robert J. Byrnes  
Mayor

Attest:

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Steven Anderson  
City Clerk

## EXHIBIT A

### DOCUMENTATION OF REGIONAL SIGNIFICANCE

#### Regional Significance of Marshall, MN

Marshall is a regional center in southwest Minnesota, and the county seat of Lyon County.

Marshall is the regional center for medical care, retail, trade, education, employment, and business. The diverse economic base and strong foundation in agriculture has provided stability to the local economy. Recent studies illustrate a common labor and retail draw of approximately sixty (60) miles. Marshall's current population of 13,680 doubles its daytime population to 25,000+ according to employment estimates.

A pull factor compares the local taxable sales per capita to that of the state. A pull factor higher than 1.0 usually indicates that businesses are pulling in customers from outside the community. Marshall has steadily and significantly increased its pull factor from 1.35 in 2007 to 1.55 in 2018.

Marshall has 18 employers with 100 plus employees. It is the headquarters of the Schwan Food Company, Runnings Farm and Fleet, Ralco and the home of Southwest Minnesota State University. A large corn wet-milling facility operated by Archer Daniels Midland Company is in Marshall. The plant employs 250 people and has a 50-60 mile radius for market supply.

Other major employers in the city are US Bancorp, Avera Marshall Regional Medical Center, Hy-Vee, Walmart, Runnings Farm and Fleet, Menards, Southwest Minnesota State University, Turkey Valley Farms, and Marshall Public Schools. Employees come from a 50-60-mile radius.

Southwest Minnesota State University serves approximately 6,660 students across the State of Minnesota and throughout the upper Midwest through a variety of undergraduate, graduate, and concurrent enrollment programs. Approximately 1,914 undergraduate degree seeking students are served on-campus. SMSU is recognized for its affordability, quality and lifetime return on investment.

Highways in or adjacent to the city include U.S. Highway 59 and State Highways 19, 23 and 68. Interstate Highway 90 (east and west) is 67 miles south of the City and Interstate Highway 29 (north and south) is 50 miles west of the city. Highway 23 is a designated interregional corridor by the State of Minnesota.

The Southwest Regional Airport-Marshall/Ryan Field is located on the west side of the City along State Highway 19 and has two paved lighted runways; one measuring 7,200 feet in length, which is the third longest runway in the State of Minnesota excluding the MSP International Airport, and the other measuring 4,000 feet in length. Charter flights are available direct from the city to anywhere in North America. Rail service is provided by Burlington Northern Santa Fe Railway.

In November of 2012, the City voters passed 0.5% general sales and use tax and 1.5% lodging and prepared food and beverage tax to fund new amateur sports facilities in the City. These public funds will provide for capital development as well as a dedicated source of operating funding to supplement user fees. The use tax collections are generally \$1.5 million annually.

### **Regional Significance of Existing Marshall Park and Recreation Facilities**

The Camden Regional Trail is a paved, multi-purpose recreational trail extending from Southwest Minnesota State University (SMSU) through the City of Marshall and connecting area residents to Camden State Park. About 4 miles of paved trail connect adjacent campuses of Marshall High School and SMSU to a network of bike lanes in the City of Marshall. At the West end of Marshall, the paved trail covers 10 miles of gently rolling hills between Victory Park (along MN HWY 23) to Camden State Park. The community is fortunate that years of planning has come to fruition. Supported by the Minnesota Parks and Trails Legacy Grant Program (administered through the Minnesota Department of Natural Resources) this trail system is of regional importance by providing community members from throughout the region to utilize the trail for walking biking, running, hiking, and inline skating.

Mattke Field at the Regional Events Center is a college football stadium on the campus of Southwest Minnesota State University (SMSU). Mattke Field had a seating capacity of 5,000 prior to 2008 and it has been the home field of the SMSU Mustangs since 1971. Construction began in 1970, and it was complete in 1974. It was originally named SSU Field. On September 28, 1985, the stadium was renamed after Glenn Mattke. He had worked with the SMSU athletic department since its founding in 1968 and was the athletic direct from 1970 to 1985. Lights were added in 1997. The stadium was rebuilt after the 2007 season and opened in 2008 as the Regional Events Center. The new capacity is around 2,500 and features an artificial surface. This stadium is home to the SMSU football, SMSU Soccer, Marshall Tigers football and soccer team. The Facility Host Semi & Final Section Tournaments for High School Football as well as youth tournaments.

Schwans Regional Amateur Sports Complex feature's four ball fields, concessions, restrooms, outdoor gathering space and tiered spectator viewing areas at each ball field. There are 2 lighted championship fields, and a walking path throughout the complex.

The Red Baron Arena & Expo accommodates events large and small, including tradeshow, expos, weddings, concerts, and various sized meetings. In the Summer, the Arena Host one expo floor & one sheet of ice. During the hockey season, there are two sheets of ice. Marshall Area Hockey Association hosts tournaments during the season for all ages. Currently the following area schools participate in the hockey program that utilized Red Baron Arena: Granite Falls, Wabasso, Cottonwood, Minneota and Canby. Marshall Community Services also hosts Open Skate & Adult open hockey. The Southwest Minnesota Figure Skating club also uses the ice for their performance show in March.

9/11 Memorial Park commemorates one of the most significant events in our nation's history. The Marshall Fire Department acquired a beam from the rubble of the World Trade Center in New York City and after years of planning, dedicated the beam in Marshall's Memorial Park on 9/11/11. Each year the City of Marshall has a remembrance ceremony to mark the anniversary of the 9/11 event, which is attended by supporters from across SW MN.

Since its opening on July 15, 2003, the Marshall Area YMCA has been a major factor in meeting physical, social, and mental health needs for those living in SW Minnesota. The Y's mission in meeting the physical, social, and mental health needs for those living in SW Minnesota. The Y's mission of "creating

programs and services that build a healthy spirit, mind and body for all and as its name implies has affected the lives of thousands of members from the Marshall area.

**Regional Significance of the Proposed Park and Recreation Projects:  
Aquatic Center and an Indoor Recreation Facility**

In October of 2021, the City of Marshall conducted a survey of over 300 respondents regarding the support for future park and recreation projects and facilities. When asked an open-ended question about what park and recreation amenities the city could offer, the most common responses were related to swimming pools and water parks. Respondents were also asked for their likelihood to support the city and the Marshall Area YMCA sharing programs and costs with programs and facilities. Greater than fifty percent (50%) of respondents supported partnerships in the area of senior citizen programs and additional indoor recreation opportunities. In addition, the survey received 74% support for a large indoor play area.

The Marshall Aquatic Center has served the residents of Marshall and surrounding communities for more than 50 years—a long time for a community recreation facility. The current facility is showing its age and has numerous deficiencies in code compliance, operations, customer experience and maintenance costs. The aquatic center's current status has meant that attracting visitors from outside the City of Marshall has been challenged due to surrounding communities improving their aquatic centers and pools. It has been noted that families have traveled sixty (60) miles or greater to enjoy aquatic center and water park features available in other communities. The National Park and Recreation Association past standard for was based on one pool per 20,000 population. The newer standards have focused on drawing from the surrounding area (50,000 population) with amenities for the entire family. The proposed Marshall Aquatic Center will be regionally significant based on the following amenities: water slides, leisure reiver, splash pad, children's play features, zero depth entry, diving boards and slides, shade, seating and concessions, areas for lessons, lap swimming and recreation.

In August of 2019, a branding survey was conducted for the City of Marshall by North Star. The results showed there was a high percentage of people who felt Marshall was lacking entertainment and activities. With an increasing number of sporting tournaments and events bringing visitors to Marshall each year, there is a need to expand the community's recreational offerings.

From April - May 2017 the Marshall Area YMCA commissioned Y-USA to study the compelling needs of the community in order to inform their program expansion plans. An online survey instrument was distributed throughout the community to best identify the top community needs in the areas of youth development, healthy living, and social responsibility. The survey results support there is a regional need for an additional outlet to offer adult and youth activities.

Indoor recreational sports facilities and aquatic centers are limited in Marshall and throughout the region. Demand from local high schools, club teams, recreational league play, and facility programming leaves the current inventory of facilities insufficient in supporting all facility demands effectively. While the competition needs of the high school programs are relatively well met, daily high school practice needs, local recreational league play, and club sport practice and game needs struggle to find space and time. Locally, the inventory of indoor court facilities is largely made up of area elementary, middle, and high schools' gyms, the majority of which are limited in size and court offerings and are most-often used

to support practices and in-season games. Additional venues such as the Marshall Area YMCA has very limited ability, to provide additional indoor recreation opportunities. Further, the lack of family entertainment and play areas, especially during winter months is nearly non-existent. The city's only bowling alley closed in 2015 as an example. The Marshall Area YMCA has proposed capital improvements of \$5 million that include an indoor play area and a revised indoor recreation design. Similar to the proposed aquatic center, a proposed indoor recreation facility would retain families and recreation enthusiasts who now currently travel sixty (60) miles or greater for indoor recreation.



MARSHALL

**CULTIVATING THE BEST IN US**

Documentation of Regional Significance

The City of Marshall, located in Lyon County, is a regional center and the heart of southwest Minnesota. With a diverse economic base and strong foundation in agriculture, Marshall supports the region's workforce, employment base, healthcare, education, retail, and hospitality needs. Marshall is home to approximately 14,000 residents and 6,000+ households. The City delivers a comprehensive Community Services program for both its citizens and visitors. Amenities include eight municipal parks totaling over 150 acres, that include trails, fishing ponds, picnic shelters, Rolle Bolle courts, an outdoor Aquatic Center, Red Baron Arena & Expo, Schwan Regional Amateur Sports Complex, Liberty Park bandshell with weekly summer concerts and the national award winning American Legion Field.

Regional significance as addressed in this document relates to the providing higher levels of services and facilities arising from demands for employment, commercial activity, transportation, leisure/recreation, and an overall quality of life.

### **Employment; Total Population**

Marshall embraces 18 employers that each have over 100 employees. According to employment estimates, the city doubles its daytime population to more than 25,000.

### **Local Sales Tax; Retail Sales & Pull Factor**

In 2012, Marshall voters approved a Local Sales Tax (0.5%) that funded an expansion to the MERIT Center along with a regional amateur sports facility, now identified as Red Baron Arena & Expo. Local Sales Tax revenue reports are reflective of Marshall being a regional shopping destination with receipts steadily increasing each month pre-COVID and all of 2021. A pull factor compares the local taxable sales per capita to that of the state. A pull factor higher than 1.0 typically indicates that businesses are pulling customers from outside the community. Marshall has significantly increased its pull factor from 1.35 in 2007 to 1.55 in 2018.



## **MARSHALL AQUATIC CENTER BACKGROUND INFORMATION**

The Marshall Aquatic Center (MAC) has served the residents of Marshall and surrounding communities for more than 50 years—a long time for a community recreation facility. The current facility is showing its age and has numerous deficiencies in code compliance, operations, customer experience and maintenance costs.

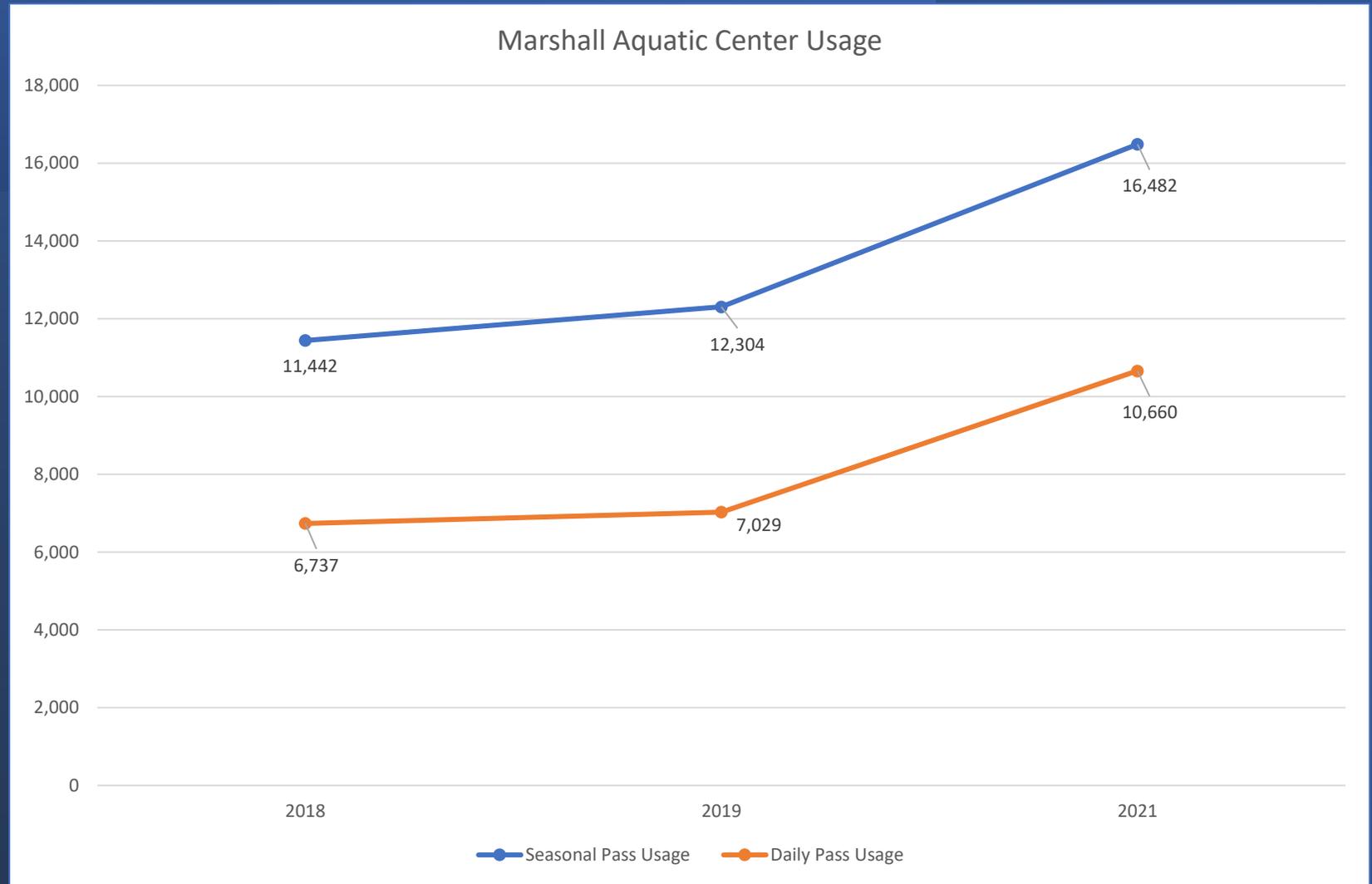
The existing MAC includes three (3) vessels: a diving pool with 1-meter and 3-meter diving boards, a lap/ general use pool with a waterslide, and a wading pool. It also includes a bathhouse and concessions building. The original facility was constructed in the late 1960's.

The lap/general-use pool and diving pool were renovated in 2008, including repair of significant structural failures within the diving pool. Structural failure of the vessels has reoccurred since the 2008 repairs. The structures of both the lap/general use-pool and diving pool have significant cracking and structural deterioration at the gutter joint, internal expansion joints, and wall to floor interface. Water intrusion is evident by the delamination of the concrete surface and associated tile and plaster finishes at these locations. City staff has documented that the lap/general-use pool and diving pool are currently losing water due to leaks at a rate of 12,000 to 15,000 gallons per day (1,080,000 to 1,350,000 gallons per summer based on a three-month use period). This is an extreme amount of water loss for a pool vessel. Movement and flow of this magnitude of water around and beneath the vessels is likely creating significant unseen issues within the supporting soils and exterior face of the unseen concrete vessels beneath. It is extremely likely that the internal steel reinforcing is severely corroded in areas around and near the points of significant leakage.

The existing bathhouse and concessions building suffers from many conditions typical of a building more than 50 years old. It has numerous code compliance issues and many of the building components are inadequate, function poorly or are decayed beyond reasonable repair. The building also has numerous issues in how it serves the users and presents itself to the public. City staff have made a good effort to maintain the building over time and to make accommodation for the changing uses and expectation of the public, but its limitations are extensive. Many areas of the building do not meet the American with Disabilities Act. The interior poses the greatest challenge to the building. Much of it is in poor and unattractive condition. Today's users of recreation facilities expect the facility to have a high-quality, attractive finish and fit their expectations of a good recreational experience. The current facility does not meet that standard.

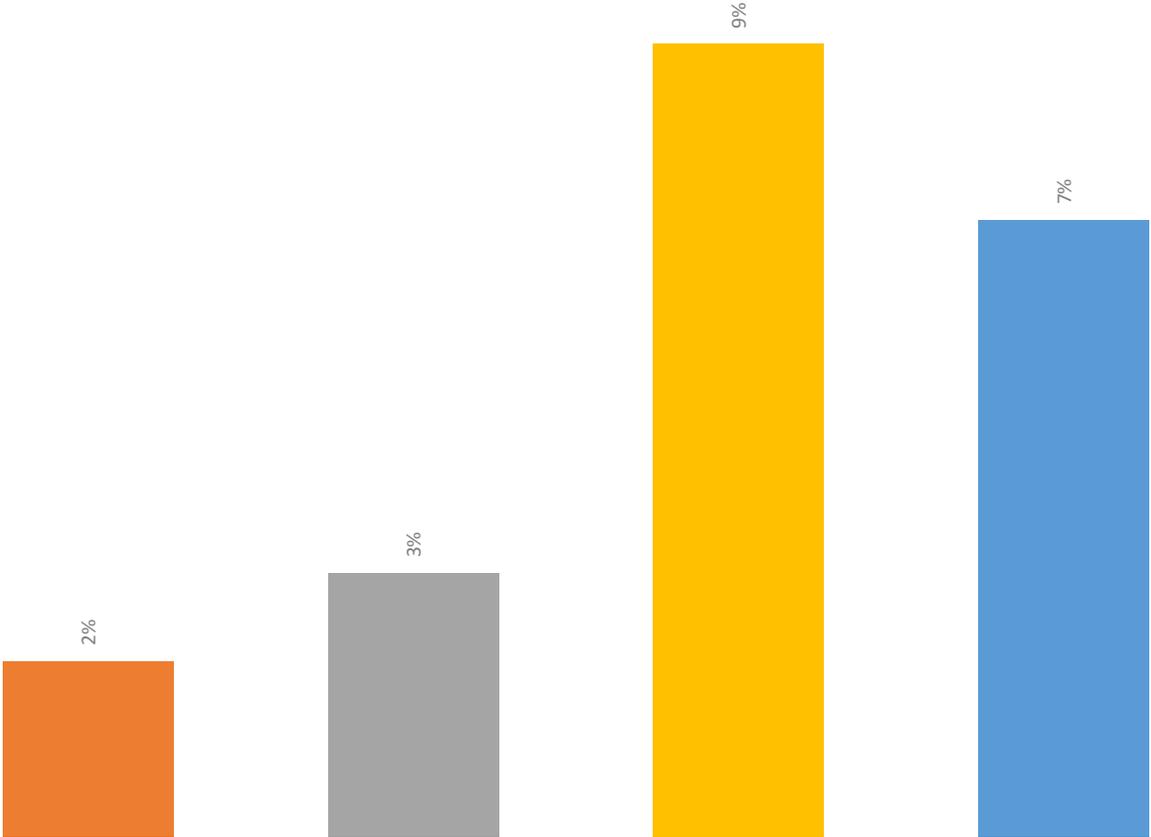
Use of the Marshall Aquatic Center has steadily increased over the last few years for both seasonal pass holders as well as daily pass users.

Due to Covid-19, no daily passes were issued in 2020 for tracking purposes. The Marshall Aquatic Center was one of the few pools that managed to stay open during the pandemic in the area.

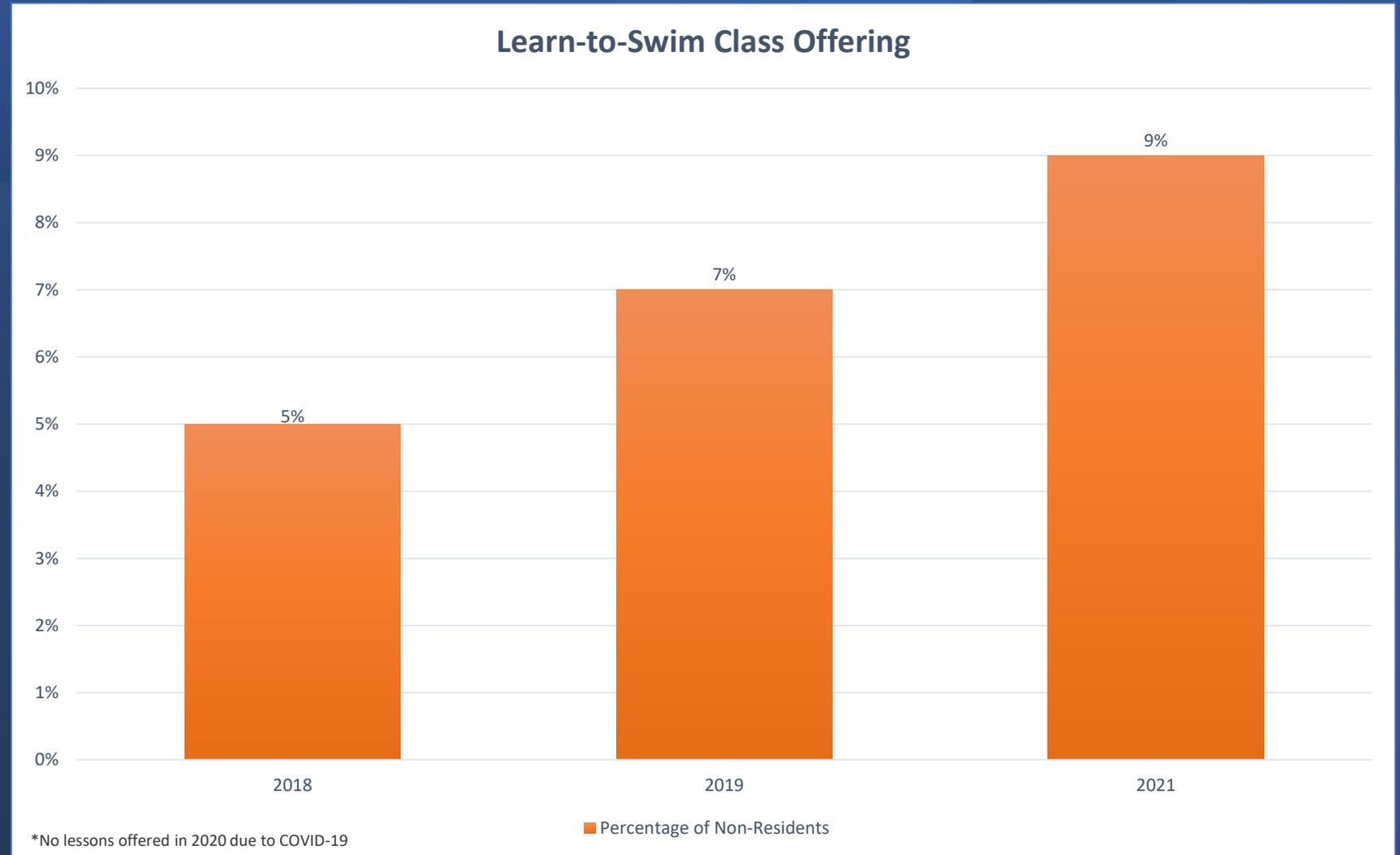


# PERCENTAGE OF NON-RESIDENT SEASON PASS HOLDERS

2018 2019 2020 2021



Learn-to-Swim is a class offered by Marshall Community Services that utilizes the Aquatic Center. Over the past few years, non-resident enrollment has increased.



# Indoor Recreation Facility

Documentation of Regional Significance

## **2021 COMMUNITY SURVEY RESULTS**

In early October 2021, over 300 registered voters participated in a survey and were asked what additional park and recreation projects would they support for the region. In addition, the survey asked respondents to indicate support for different funding options. The main goal of the survey was to determine public support in the City's future park and recreation work.

The main body of the survey asked voters their opinions about possible improvements to the City's parks and potential amenities which could be added. Walking and biking trails, indoor play area for children, and lighting for baseball and softball fields had the highest positive reaction. Another important consideration for future park and recreation work is funding and understanding what the public would support in terms of paying for projects. Reactions to an extension of the current sales tax were generally good, at 74% positive.

A key finding in the survey was overwhelming support for the importance of parks and recreation to quality of life and attractiveness of the community. The results support the notion that in order to remain a regional hub, it is vitally important to continually provide recreation offerings within Marshall.

## **2019 BRANDING SURVEY RESULTS**

In August of 2019, a branding survey was conducted for the City of Marshall by North Star. The results showed there was a high percentage of people who felt Marshall was lacking entertainment and activities. With an increasing number of sporting tournaments and events bringing visitors to Marshall each year, there is a need to expand the community's recreational offerings.

## **2017 YMCA SURVEY RESULTS**

From April - May 2017 the Marshall Area YMCA commissioned Y-USA to study the compelling needs of the community in order to inform their program expansion plans. An online survey instrument was distributed throughout the community to

Item 11. Identify the top community needs in the areas of youth development, healthy living and social responsibility. The survey results support there is a regional need for an additional outlet to offer adult and youth activities.

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# City of Marshall Minnesota

2021 Community Survey  
Summary of Results

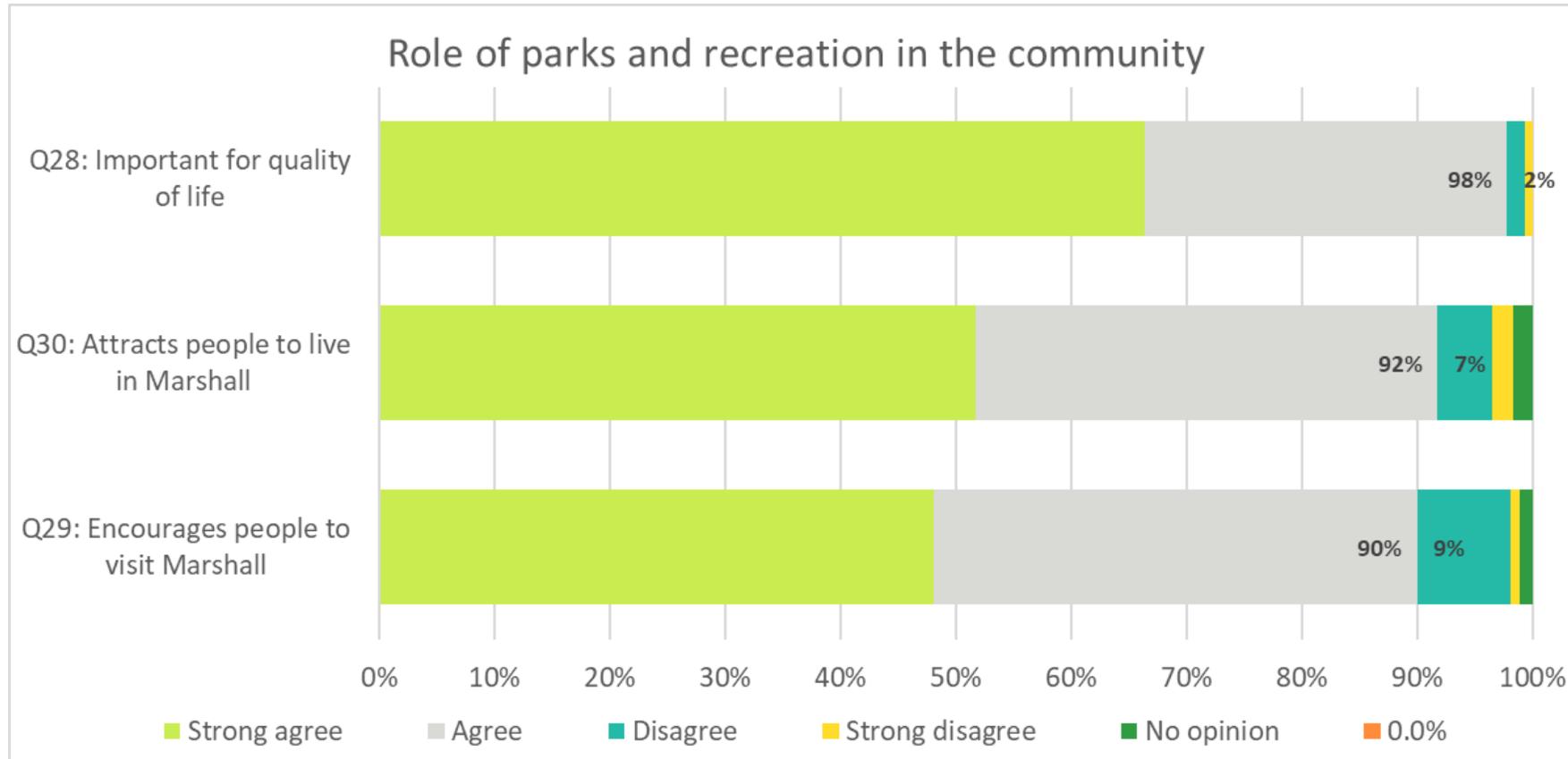


# Role of Parks in the Community

“I am going to read you a handful of statements about the role of parks and recreation facilities in the community.

For each statement, please tell me whether you strongly agree, agree, disagree, or strongly disagree with it.”

# Role of Parks in the Community (*cont.*)



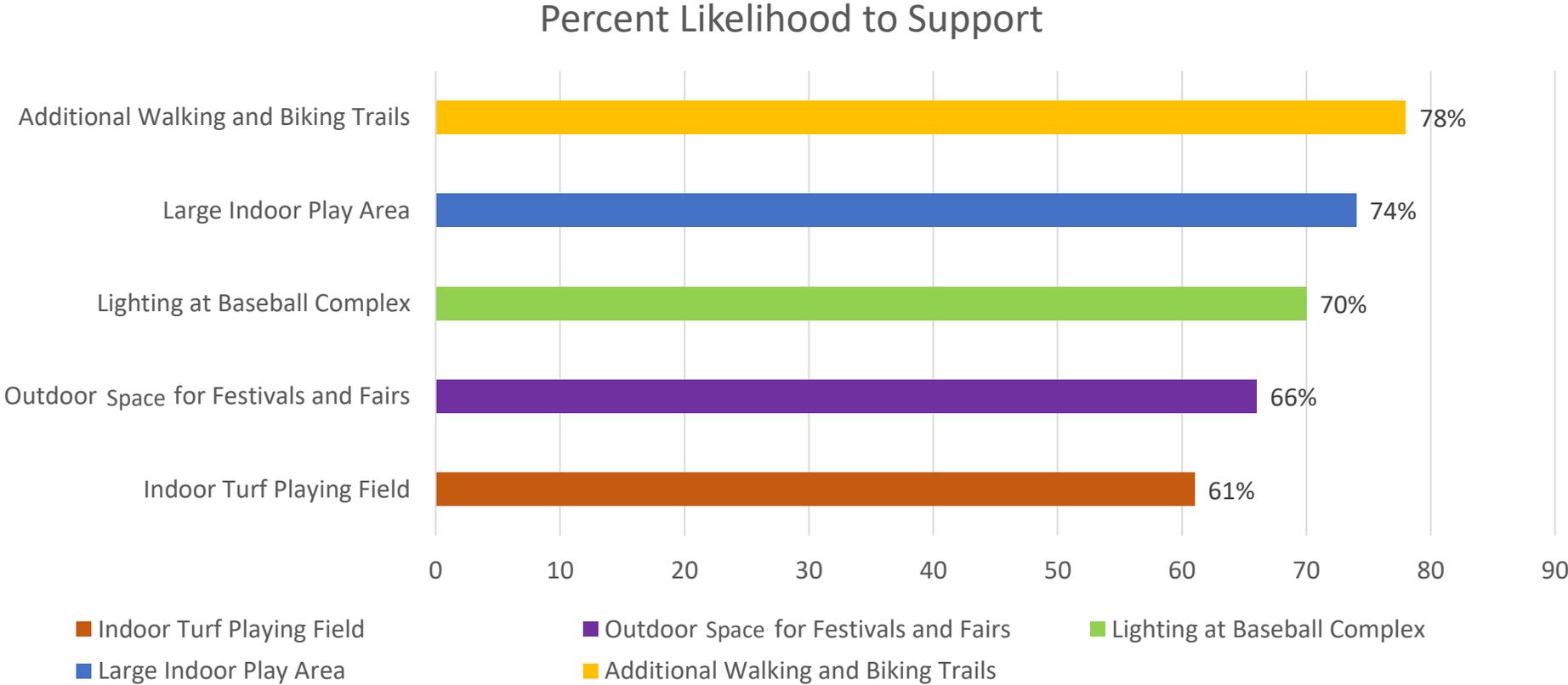


# Role of Parks in the Community *(cont.)*

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- Very little disagreement with the importance of parks and recreation to quality of life and attractiveness of the community.

# Additional Park and Recreation Projects Supported



City of Marshall  
**Park Amenities Community Survey October 2021**

The next set of questions included ten different improvements under consideration as extensions to the planned Aquatic Center project. These options were read in random order, to minimize the potential that items might be rated higher or lower due to their placement within the list.

**Q6: Build a large indoor playground area for use by children during the cold winter months.**

	More likely	Less likely	No difference	No Opinion
All Voters	74.3%	20.1%	4.9%	0.7%
Male	68.6%	26.6%	4.8%	---
Female	79.5%	14.2%	5.0%	1.4%
Non-user	52.9%	41.2%	5.9%	---
1-12 visits	74.6%	18.4%	6.1%	0.9%
13-25 visits	58.1%	38.7%	3.2%	---
26-50 visits	82.9%	12.2%	4.9%	---
More than 50	72.3%	21.7%	4.8%	1.2%
Parent	77.0%	17.8%	5.1%	---
Non-Parent	72.8%	21.3%	4.8%	1.1%
Age 18-34	87.1%	10.9%	2.0%	---
35-44	78.6%	13.3%	6.8%	1.3%
45-54	63.1%	32.7%	4.2%	---
55-64	74.3%	16.5%	9.2%	---
65+	64.7%	29.0%	4.5%	1.9%
Ward 1	75.4%	20.6%	4.0%	---
Ward 2	73.9%	18.9%	5.9%	1.3%
Ward 3	73.7%	21.0%	4.6%	0.6%
Less Active/New Voter	84.1%	10.1%	4.6%	1.3%
Active Voter	71.6%	24.6%	3.4%	0.4%
Very Active Voter	57.0%	32.0%	11.0%	---
High School	74.0%	22.8%	3.2%	---
Some College	71.8%	20.2%	5.2%	2.9%
Bachelor's	74.7%	19.7%	4.8%	0.8%
Graduate	72.7%	22.9%	4.4%	---
HH Income <\$50k	72.3%	19.4%	8.3%	---
\$50-75k	70.3%	19.1%	8.7%	1.9%
\$75-100k	82.0%	16.1%	2.0%	---
\$100-150k	63.9%	30.8%	4.4%	0.9%
\$150k	82.6%	17.4%	---	---
Homeowner	66.3%	27.8%	4.8%	1.1%
Renter	82.2%	13.3%	4.4%	---

Item 11.

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# City of Marshall Parks and Recreation

2021 Community Survey  
Summary of Results



## Survey outline

- Survey included interviews with 303 registered voters in the City of Marshall.
- Interviews were completed between October 5<sup>th</sup> and October 13<sup>th</sup>.
- Approximate margin of error is  $\pm 5.5\%$ .

## Who we called

- Interviews included demographic targets intended to provide a representative sample of voters in the city.
- To the extent that any demographic dimension was under- or over-sampled, sample weights were adjusted to compensate.

## Who we called *(cont.)*

- Demographic targets included:
  - Age
  - Gender
  - Voting history
  - Geographic area
- Cell phones and homeownership were tracked but were not demographic targets.

INTRODUCTION

## Who we called *(cont.)*

- Early question asked how many times the participant used park facilities in the past 12 months.
  - This information was added as a demographic dimension.
  - Analysis includes cross-tabs for park usage in addition to age, sex, income, etc.



INTRODUCTION

## Who we called *(cont.)*

- Follow-up question asked how many times the participant used park facilities outside of Marshall in the past 12 months.



## Survey structure

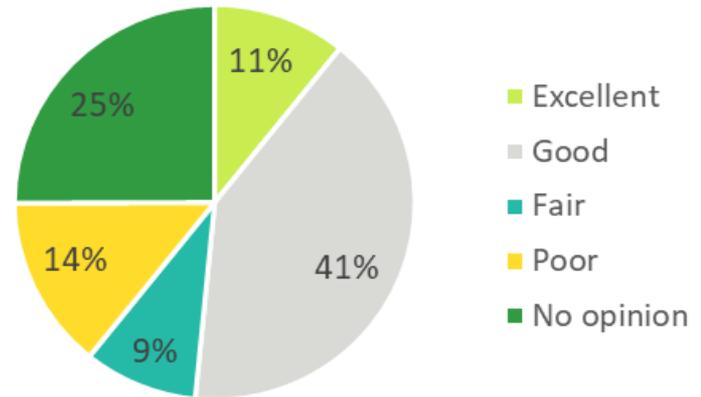
- Main body of survey asked voters their opinions about potential improvements to the City's parks.
- Most questions focused on potential amenities which could be added.
- Additional questions focused on parks and recreation impacts in terms of quality of life in Marshall, as well as potential programs in cooperation with YMCA.

PARKS IMPROVEMENTS

# Initial rating

“How would you rate the parks and recreational facilities in Marshall?”

Rating for parks and rec



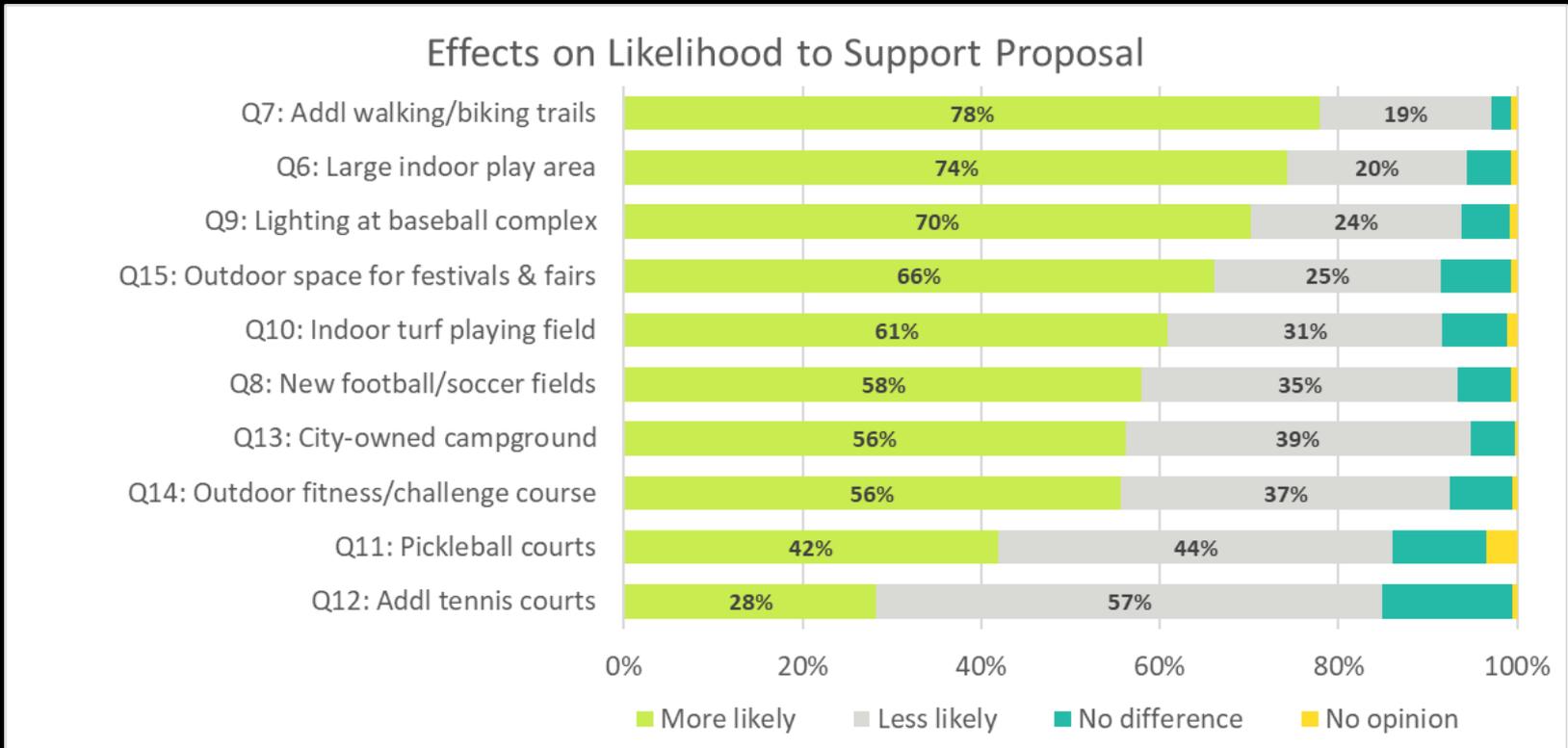
## Potential projects

“The City of Marshall is proposing to construct a new Aquatic Center and is considering some projects that would add to or expand the City’s recreation facilities, and the City is interested in hearing whether residents would support these projects. I’m going to describe some of these projects, and I’d like you to share your opinions about them.

As I describe some of the projects that are being considered, I’d like you to tell me if each one makes you more likely or less likely to support the project.”

PARKS IMPROVEMENTS

# Potential projects (cont.)





PARKS IMPROVEMENTS

## Potential projects *(cont.)*

- Walking & biking trails, indoor play area for children, and lighting for baseball/softball fields had highest positive reaction.
- Pickleball and tennis courts show lower support levels, with support under 50%.

## **Outdoor ice rink at Red Baron Arena**

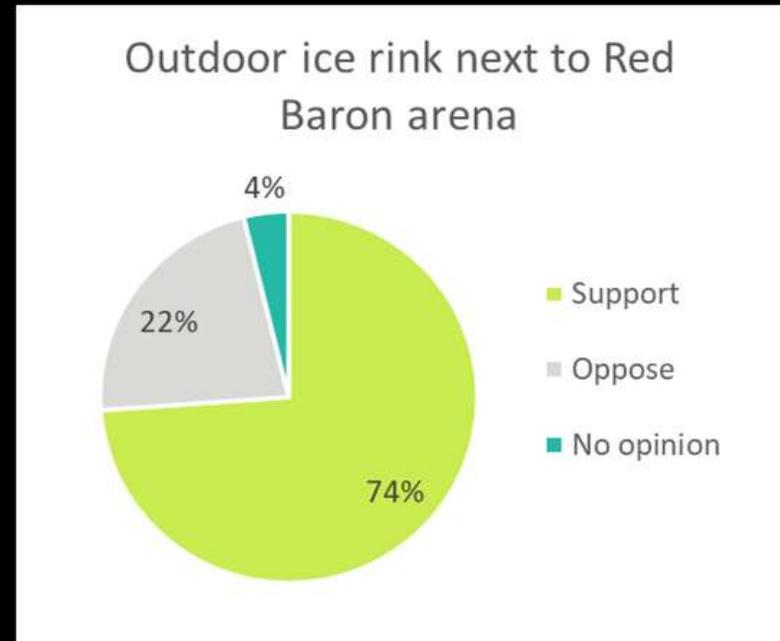
“The Red Baron Ice Arena and Expo Center was constructed in 2016 and has two sheets of ice, with one side left open during the summer months to host events. The city and the Marshall Area Hockey Association are considering an outdoor hockey rink near the arena. It would be used from October through March each year to provide extra space for youth hockey and figure skating along with open skating for the public on weekends.

Would you oppose or support building an outdoor ice rink next to the Red Baron Ice Arena and Expo Center?”

PARKS IMPROVEMENTS

## Outdoor ice rink *(cont.)*

“Would you oppose or support building an outdoor ice rink next to the Red Baron Ice Arena and Expo Center?”



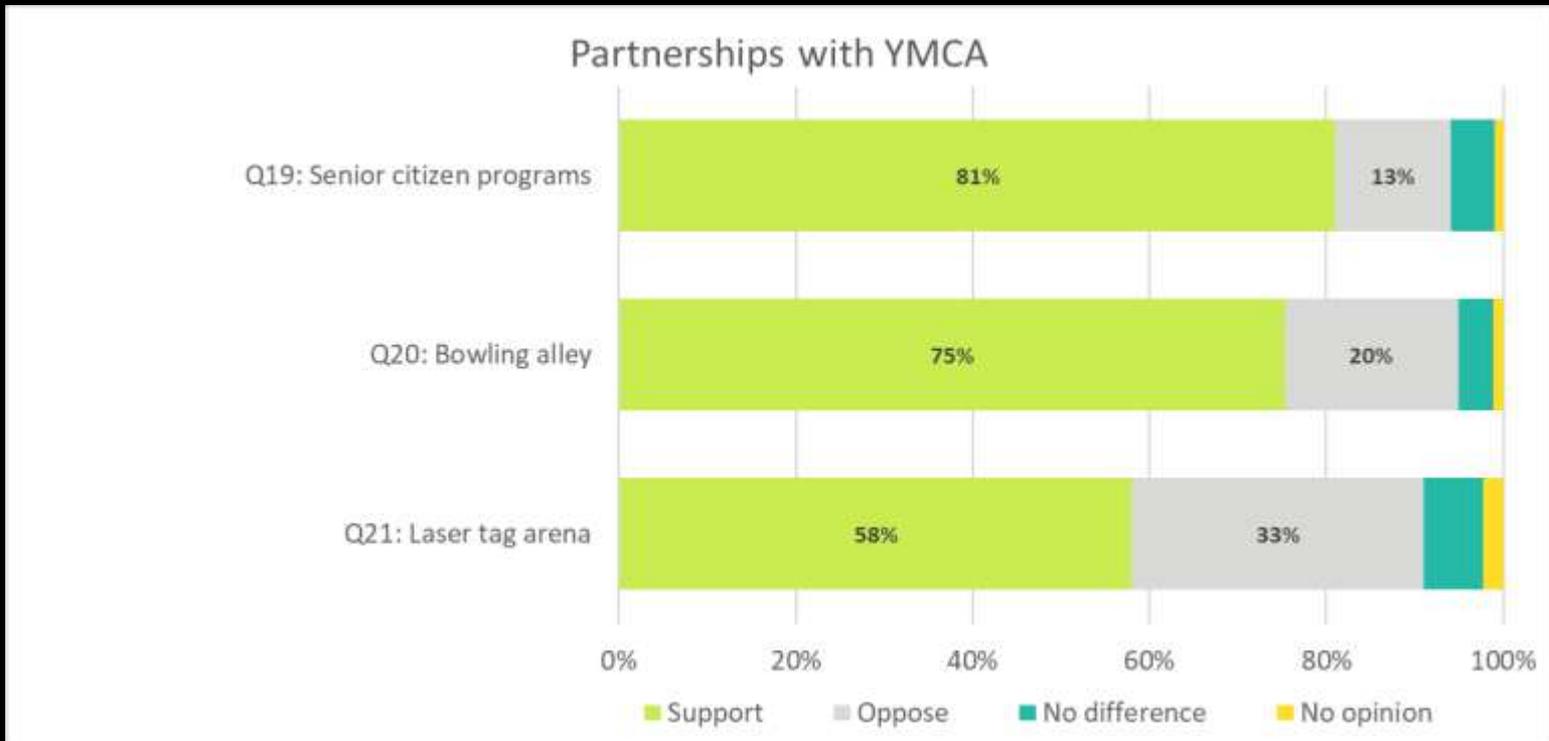
## Partnership with YMCA

“The City and the Marshall Area YMCA have had discussions about sharing programs and costs at the YMCA’s current facility.

As I describe some of the options being considered, I’d like you to tell me if you would support the City partnering with the YMCA to share costs and management of specific programs.”

PARKS IMPROVEMENTS

# Partnership with YMCA (cont.)





PARKS IMPROVEMENTS

## Partnership with YMCA *(cont.)*

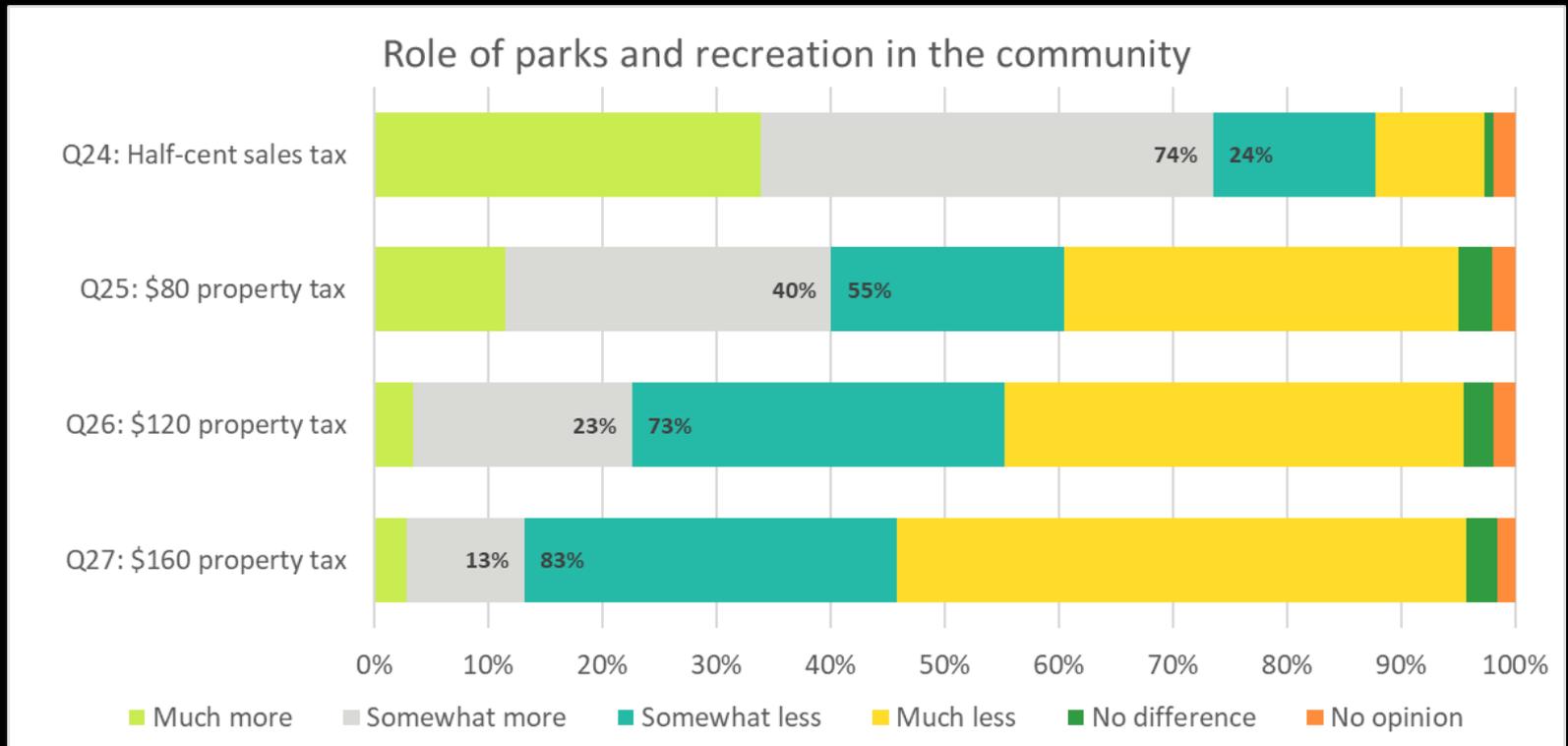
- Good support for senior citizen programs and bowling facility.
- Lower support for laser tag arena, but still generally positive reaction.

## Impact of cost information

- Participants were asked about four potential tax impacts to pay for improvements:
  - Three potential property tax increases: \$80, \$120 and \$160 per year.
  - Extension of existing half-cent sales tax.
- Impacts were for an average-valued home.

TAX IMPACTS

# Impact of cost information (cont.)



Labels show combined values for more/much more and less/much less.

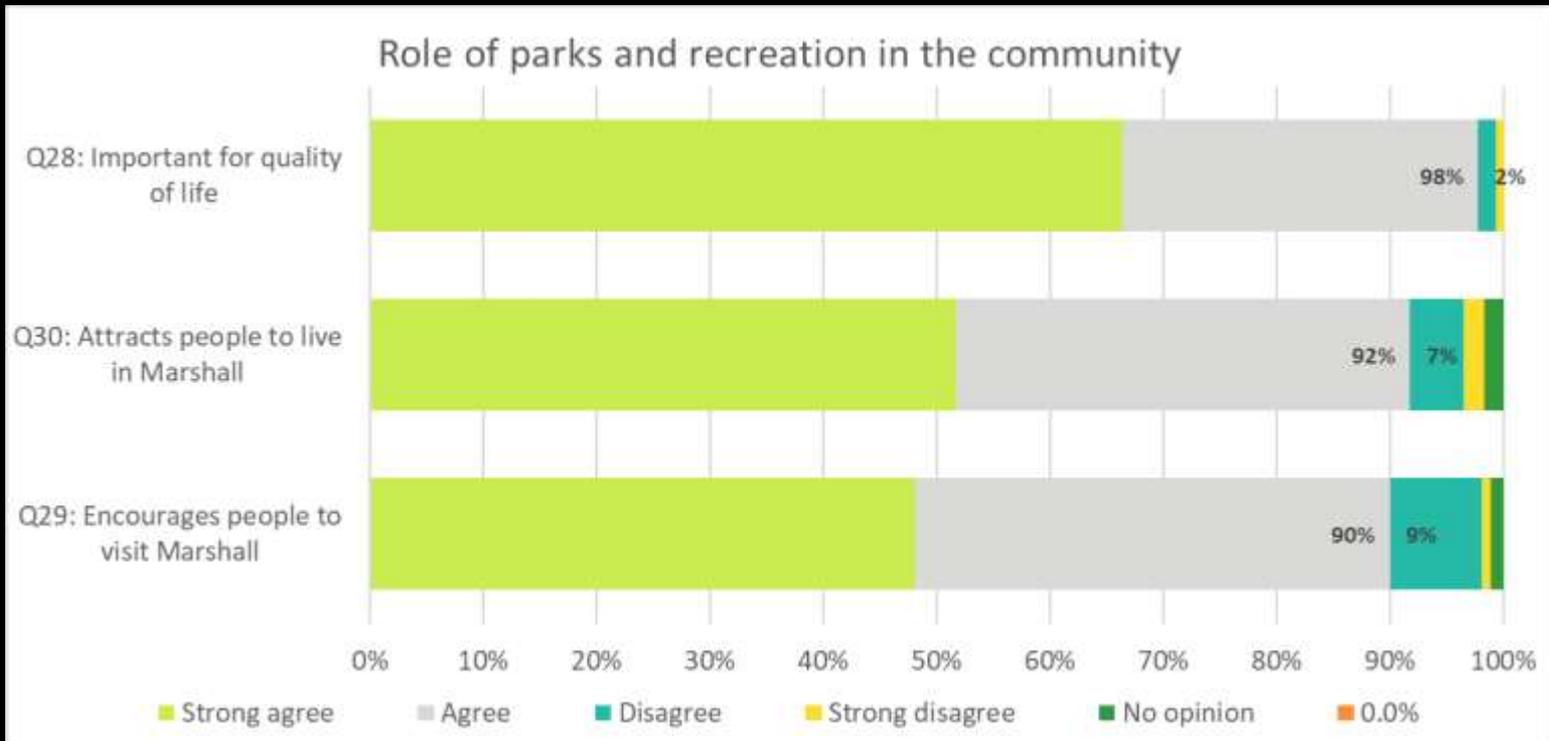
## **Role of parks in the community**

“I am going to read you a handful of statements about the role of parks and recreation facilities in the community.

For each statement, please tell me whether you strongly agree, agree, disagree, or strongly disagree with it.”

COMMUNITY ENVIRONMENT

# Role of parks in the community (cont.)



## **Role of parks in the community** *(cont.)*

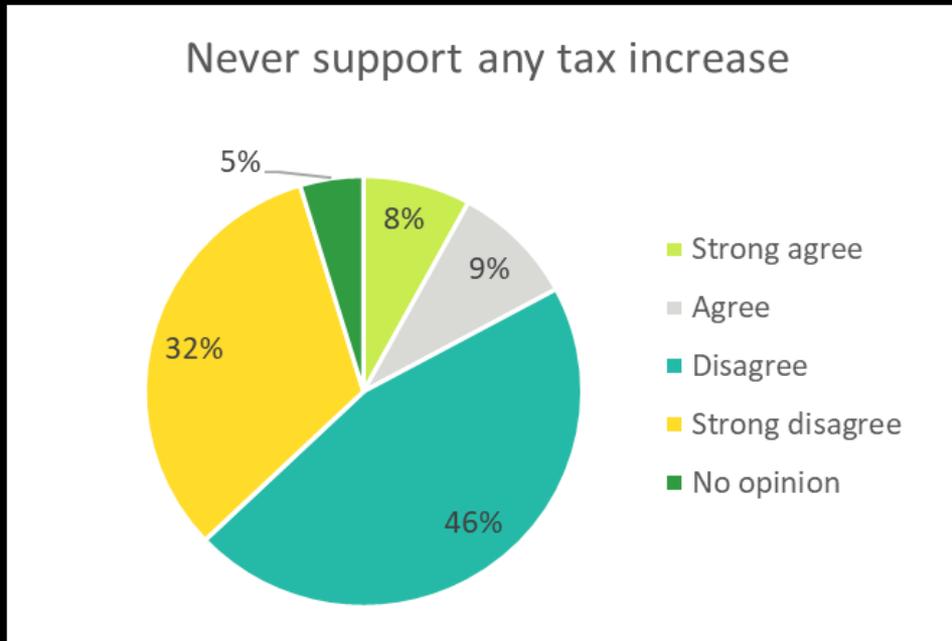
- Very little disagreement with the importance of parks and recreation to quality of life and attractiveness of the community.

## **Tax aversion**

Participants were asked how much they agreed with the following statement:

“I would never vote for a tax increase, no matter what the amount or how the money raised would be used.”

# Tax aversion (cont.)



We typically see anti-tax sentiment of 15-25% in our community surveys. Combined agreement of 17% is at the low end of the common range.



SURVEY FINDINGS

## Findings: potential projects

- Trail expansion, indoor play area and baseball/softball lighting each saw support above 70%.
- Pickleball and tennis courts each saw support below 50%.
- Outdoor ice sheet at Red Baron Arena supported by 74% of respondents, with 22% opposed.



SURVEY FINDINGS

## Findings: YMCA partnership

- Good support for partnerships on senior programs and bowling facilities.
- Lower support for facilities like laser tag.

## Findings: potential tax impacts

- Reactions to an extension of the current sales tax were generally good, at 74% positive and 24% negative.
- Support for potential property tax increases did not rise above 40% at any tax impact level.
- General tax aversion was near the low end of our common range, at 17%.



**Thank you!**

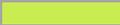
Don Lifto, Ph.D.  
Director  
651-223-3067

Matthew Stark  
Senior Analyst  
651-223-3043



## Survey demographics

- Interviews included demographic targets intended to provide a representative sample of voters in the city.
- To the extent that any demographic dimension was under- or over-sampled, sample weights were adjusted to compensate.

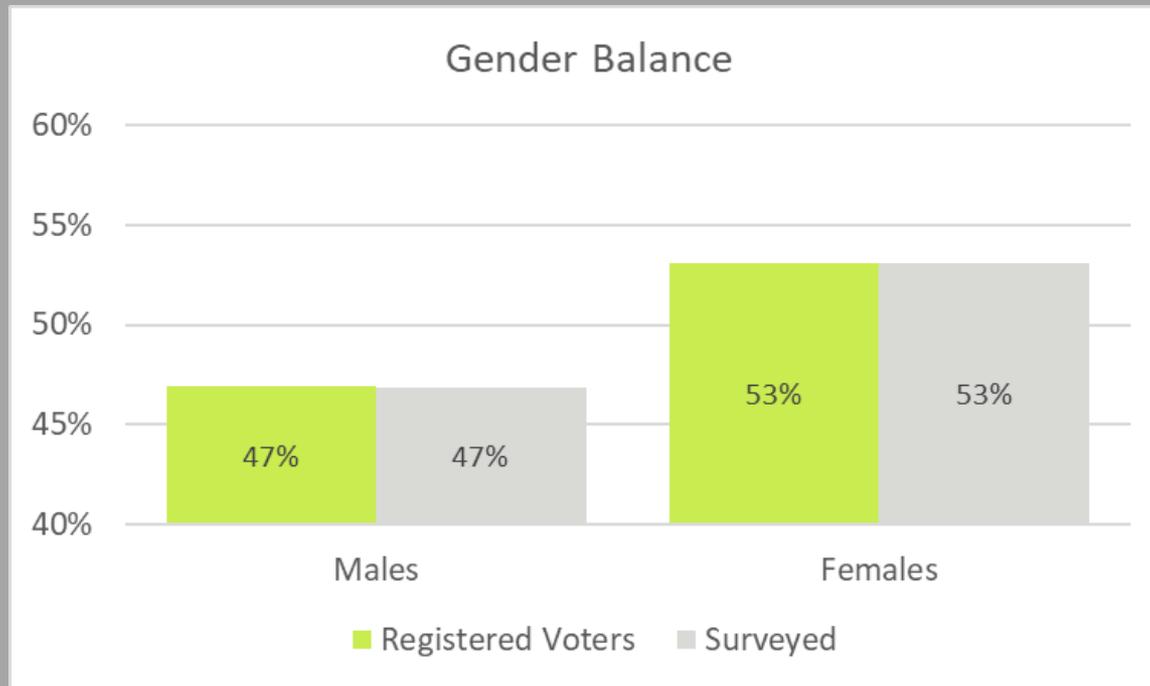


## Survey demographics *(cont.)*

- The following slides show proportions of total interviews versus targets before any sample weighting was performed.
- After re-balancing, samples were each within 2% of targets.
- Cell phones and homeownership were tracked for informational purposes, but were not treated as targets.

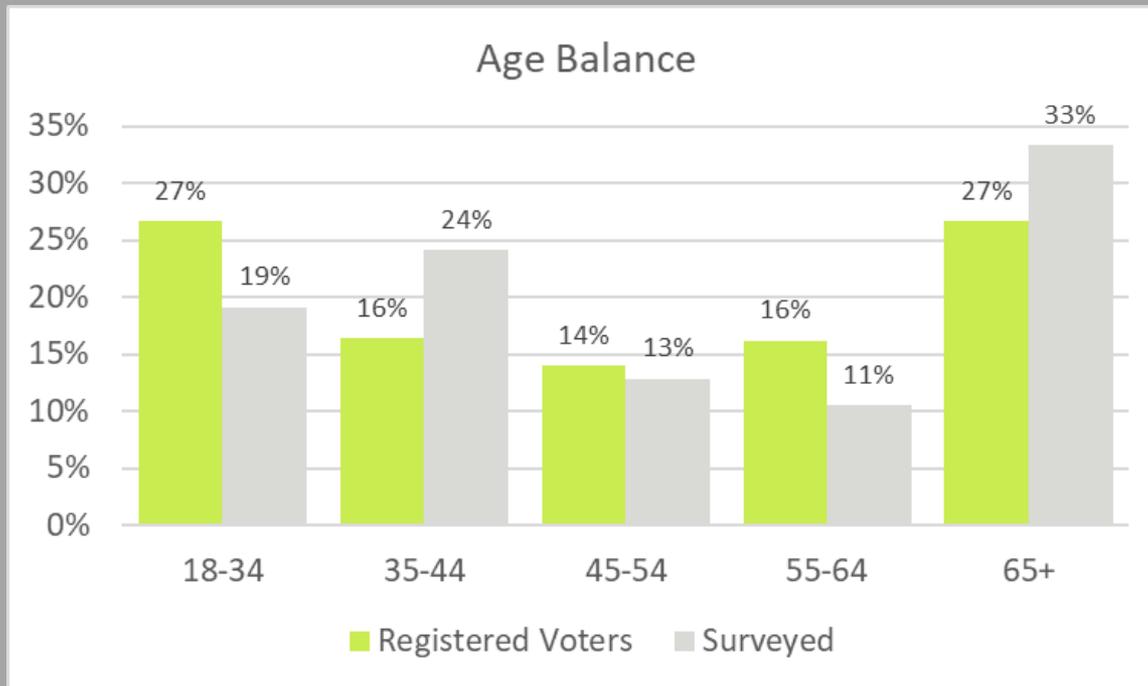
SURVEY DEMOGRAPHICS

# Demographic targets: Gender



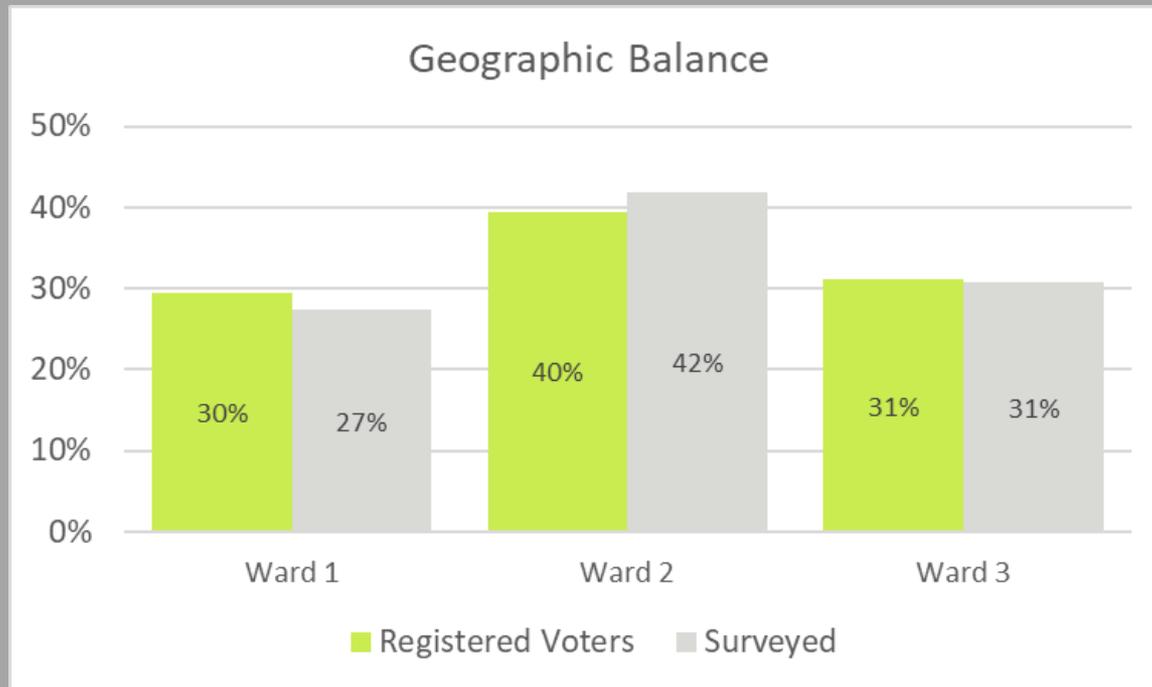
SURVEY DEMOGRAPHICS

# Demographic targets: Age



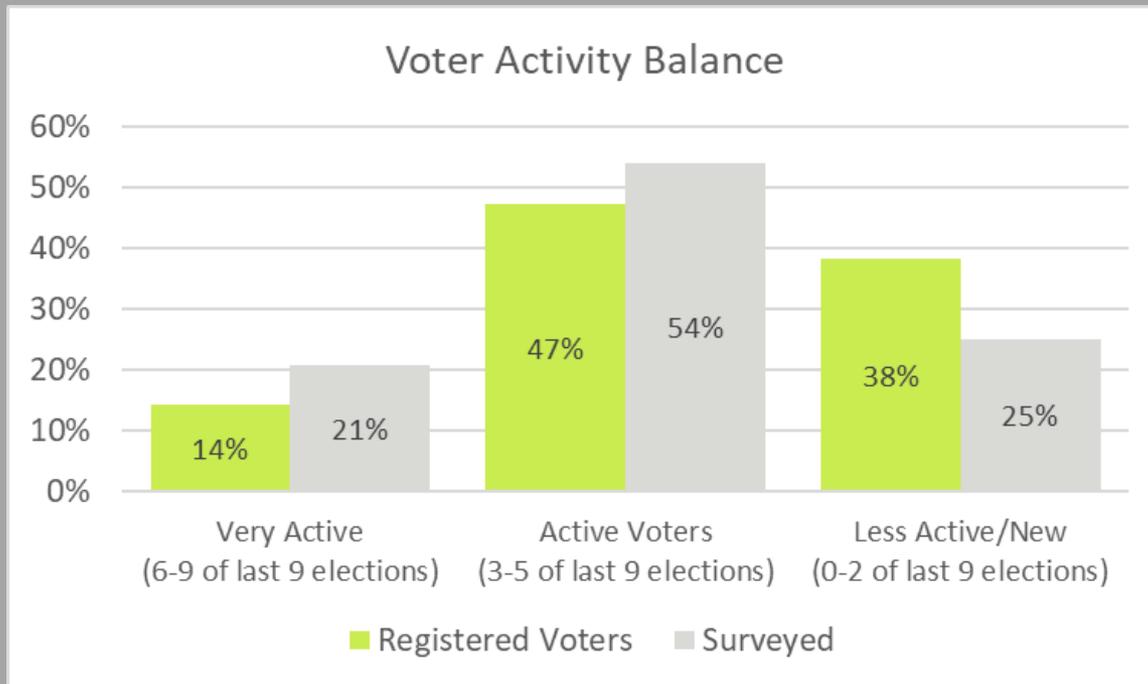
SURVEY DEMOGRAPHICS

# Supplementary demographics: location



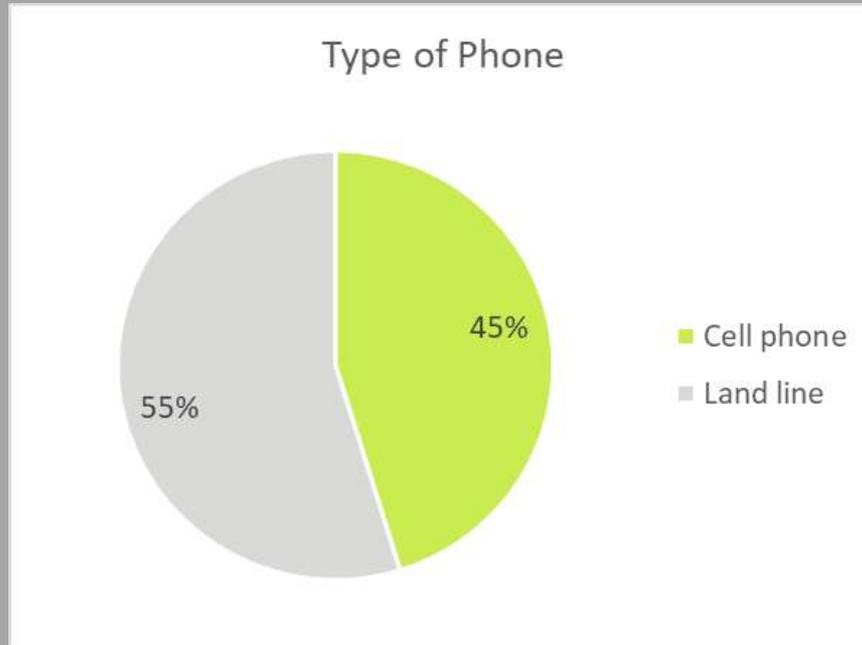
SURVEY DEMOGRAPHICS

# Demographic targets: Past voting activity



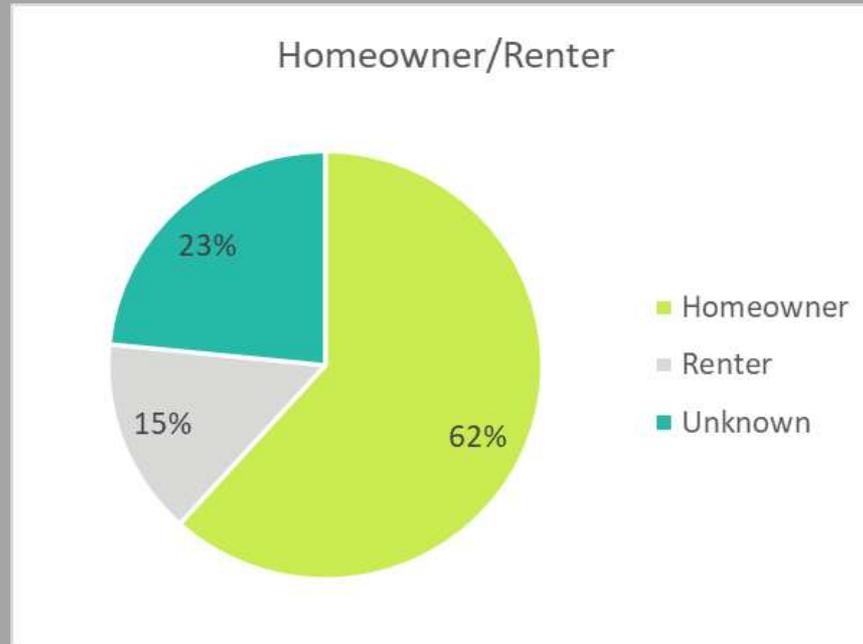
SURVEY DEMOGRAPHICS

# Supplementary demographics: type of phone



SURVEY DEMOGRAPHICS

# Supplementary demographics: Homeowner/renter





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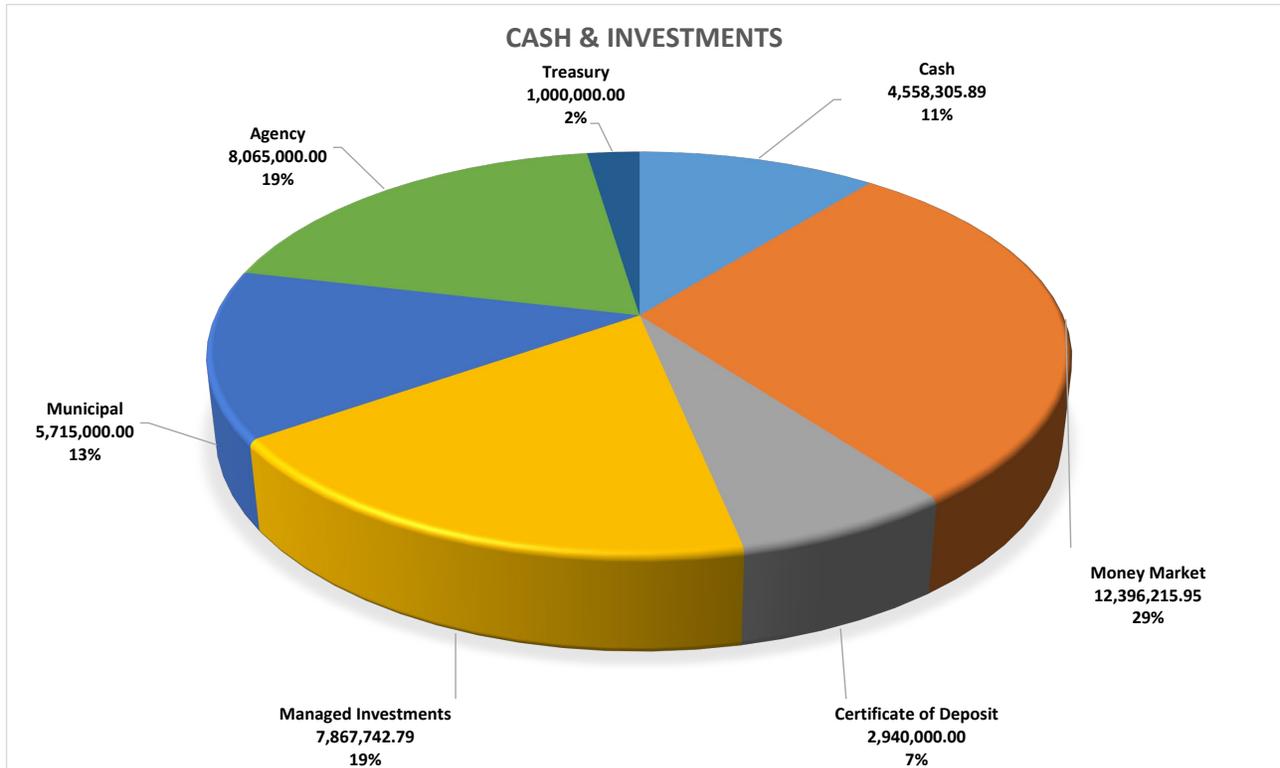
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**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, January 24, 2023
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Adult Community Center, Cable Commission, Economic Development Authority</p> <p><b>Schroeder</b> – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p><b>Alcorn</b> – Community Services Advisory Board, MMU Commission</p> <p><b>Moua-Leske</b> – Convention &amp; Visitors Bureau; Diversity, Equity &amp; Inclusion Commission; Library Board</p> <p><b>Lozinski</b> – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/Variations:</b>	
<b>Recommendations:</b>	

**City of Marshall, Minnesota  
Cash & Investments  
12/31/2022**

	<u>Par</u>	<u>Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	4,558,305.89	0.00%
Money Market - Bremer	2,513,134.62	1.00%
Money Market - US Bank	6,784,596.84	4.20%
Money Market - Wells Fargo	60,623.51	4.21%
Money Market - 4M	3,037,860.98	3.93%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	3.11% Average
Investment Portfolio - General Fund	2,575,315.40	
Investment Portfolio - WW/SW Capital Reserve	3,415,099.03	
Investment Portfolio - Endowment Fund	1,877,328.36	
Municipal - US Bank	5,715,000.00	2.05% Average
Certificate of Deposit - US Bank	1,470,000.00	2.22% Average
Agency - US Bank	4,710,000.00	1.04% Average
Treasury - US Bank	1,000,000.00	2.35%
<b>TOTAL CASH &amp; INVESTMENTS</b>	<u><u>42,542,264.63</u></u>	



--UNAPPROVED --

**MINUTES OF THE  
MARSHALL PLANNING COMMISSION MEETING  
JANUARY 11, 2023**

**MEMBERS PRESENT:** Lee, Deutz, Doom, Stoneberg, Pieper and Muchlinski

**MEMBERS ABSENT:**

**OTHERS PRESENT:** Jason Anderson, Ilya Gutman, and Amanda Schroeder

1. The meeting was called to order by Chairperson Lee. She asked for the approval of the minutes of the December 14, 2022, regular meeting of the Marshall Planning Commission. Doom MADE A MOTION, SECOND BY Stoneberg, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.
  
2. Gutman explained this is the request by the Owner for an Interim Use Permit for a shipping container placement in a B-3 General business district. While containers are generally prohibited in business districts, the Ordinance allows placing one container in a General Business District by an interim use permit. The below-listed conditions include a reference to a particular Ordinance section that itemizes specific requirements for granting an Interim Use Permit for a container. Staff recommends approval to the City Council of the request by Independent Lumber, for an Interim Use Permit to have a storage container on the premises at 508 Baseline Road with the following conditions: 1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with. 2. That the City reserves the right to revoke the Interim Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3. That this permit expires when the property changes ownership. 4. That this container meets all conditions of Sec. 86-248(f) dated 04-27-2021 (as attached) by February 28, 2023, including a fence. Brent Demuth / 508 baseline road explained the location of the shipping container saying little will be seen from the street. Deutz questioned what the discuss is about. Gutman said it is to decide if it should be granted. Demuth said it will only be seen from the corner of Keller Williams Realty and that will be fenced. Deutz asked if the fence will affect the access. Demuth said no. Doom asked for the size. Demuth said 40 x 8 x 8.5 which is standard. Muchlinski MADE A MOTION, SECOND BY Deutz to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Deutz MADE A MOTION, SECOND BY Stoneberg to recommend to City Council as recommend by staff. ALL VOTED IN FAVOR OF THE MOTION.
  
3. Anderson advised that Kwik Trip has purchased the three parcels at the corner of N. Bruce Street and E. College Drive with the intent of building a new gas station and convenience store at this location. The purpose of the plat here is to combine all parcels into one and to ensure that all property issues are addressed prior to building on the site. Staff recommends that the Planning Commission recommend approval of the preliminary plat of Kwik Trip 1255 to the City Council, subject to utility companies review and recommendations. Doom clarified that we are just making a motion on combining the 3 lots. Anderson said that is correct. Stoneberg MADE A MOTION, SECOND BY Muchlinski to recommend to City Council as recommend by staff.
  
4. A MOTION WAS MADE BY Doom, SECOND BY Pieper to adjourn the meeting. ALL VOTED IN FAVOR. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,  
Chris DeVos, Recording Secretary

Applicant Name	Location Address	Description of Work	Valuation	Approved Date
GESKE BUILDING & SUPPLY COMPAN	706 SARA CR, 706 SARA CR	Doors, Windows	5600	1/4/2023
MICHAEL D & LINDA E MOORSE JT	105 WHITNEY CR	Interior Remodeling - ANY Work Inside, Except Fireplace	3000	1/12/2023
GESKE BUILDING & SUPPLY COMPAN	407 MASON ST	Windows	2100	1/18/2023
TUTT CONSTRUCTION INC	104 CIRCLE DR	Interior Remodeling - ANY Work Inside, Except Fireplace	3000	1/18/2023

Applicant Name	Location	Description of Work	Valuation
AP Design	1113 COLLEGE DR E	Wall Mounted Sign	1200

Applicant	Location Address	Description of Work	Valuation
COEQUYT PLUMBING & HEATING LLC	108 HIGH ST S	Plumbing - Interior remodeling, Kitchen remodeling, Laundry remodeling	2000
COEQUYT PLUMBING & HEATING LLC	1104 STOCKHOLM AVE	Plumbing - New building	0
FRANKS ELECTRIC PLUMBING & HEA	404 VIKING DR	HVAC - Air Conditioning, Furnace	7800
KEVIN GOSLAR TRIO PLUMBING & H	1112 -1126 BIRCH ST	Plumbing - Water heater	6000

# 2023 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 10, 2023
2. January 24, 2023

## February

1. February 14, 2023
2. February 28, 2023

## March

1. March 14, 2023
2. March 28, 2023

## April

1. April 11, 2023
2. April 25, 2023

## May

1. May 9, 2023
2. May 23, 2023

## June

1. June 13, 2023
2. June 27, 2023

## July

1. July 11, 2023
2. July 25, 2023

## August

1. August 08, 2023
2. August 22, 2023

## September

1. September 12, 2023
2. September 26, 2023

## October

1. October 10, 2023
2. October 24, 2023

## November

1. November 14, 2023
2. November 28, 2023

## December

1. December 12, 2023
2. December 26, 2023

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## 2023 Uniform Election Dates

- February 14, 2023
- April 11, 2023
- May 9, 2023
- August 08, 2023
- November 07, 2023

### 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

### January

- 01/10 Board & Commission Interview, 4:45 PM, City Hall
  - 01/10 Regular Meeting, 5:30 PM, City Hall
  - 01/24 Work Session, 4:00 PM, City Hall
  - 01/24 Regular Meeting, 5:30 PM, City Hall
- 

### February

- 02/14 Regular Meeting, 5:30 PM, City Hall
- 02/28 Regular Meeting, 5:30 PM, City Hall