



CITY OF MARSHALL
City Council Meeting
Agenda
Tuesday, May 10, 2022 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 held on April 26, 2022.

PUBLIC HEARING

2. Various Zoning Ordinance Amendments - 1) Public Hearing; 2) Adoption of Ordinance.

AWARD OF BIDS

3. Project ST-006 / SP# 139-591-001 / MINN Project No. STPF 4222(149): School Pedestrian Crossing Signage And Improvements Project - Consider Award Of Bids.

CONSENT AGENDA

4. Consider the request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 21, 2022).
5. Set Public Hearing Date for MS4 Permit Program Summary of the 2021 Activities.
6. Consider a LG220 Application for Exempt Permit for the Pride in the Tiger Foundation.
7. Consider approval of a Temporary On-Sale Intoxicating Liquor License for the Knights of Columbus Holy Redeemer.
8. Consider approval of a Temporary On-Sale Intoxicating Liquor License for Southwest Minnesota State University.
9. Consider approval of a Temporary On-Sale Intoxicating Liquor License for SMSU Foundation.
10. Consider approval for a Transient Merchant License for KT's Fireworks.
11. Consider approval of MedSurety to administer health savings and medical spending accounts
12. Consider approval of the bills/project payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

13. Consider Amendment of Ordinance No. 22-003 Chapter 2, Section 2, Boards and Commissions.
14. Consider Amendment of Ordinance No. 22-004, Chapter 22, Section 22-91 through 22-95, Mobile Food Units and Food Carts.
15. Consider Resolution Authorizing Execution of Mn/DOT Master Partnership Contract No. 1050086 between the City of Marshall and the State of Minnesota.
16. Project AP-003: Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) – Consider Proposal for Design Phase Services with TKDA.
17. Consider approval of a Temporary On-Sale Intoxicating Liquor License for Marshall Festivals.

COUNCIL REPORTS

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

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.

STAFF REPORTS

- 20. City Administrator
- 21. Director of Public Works
- 22. City Attorney

ADMINISTRATIVE REPORTS

- [23.](#) Administrative Brief

INFORMATION ONLY

- [24.](#) Information Only

MEETINGS

- [25.](#) Upcoming Meetings

ADJOURN



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, May 10, 2022
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from the regular meeting held on April 26, 2022.
Background Information:	Enclosed are the minutes from the regular meeting held on April 26, 2022.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	That the minutes from the regular meeting held on April 26, 2022 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, April 26, 2022**

The regular meeting of the Common Council of the City of Marshall was held April 26, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Russ Labat, John DeCramer, and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Preston Stensrud, Parks Superintendent; Scott Truedson, Wastewater Facilities Superintendent; Jessie Dehn, Assistant City Engineer; and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

Consider approval of the minutes from the regular meeting held on April 12, 2022.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski That the minutes from the regular meeting held on April 12, 2022 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Sounds of Summer 2022 – 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 18-21, 2022); 2. Approval of Private Use of Public Streets and Parking Lots (August 18-21, 2022); 3. Approval of Parade (August 20, 2022).

The Sounds of Summer Committee requesting permission for the following:

- Closure of West College Drive (TH 19) (08/18-08/21/2022 (Th-Sun)): Closure of West College Drive from the corner of Main Street to Saratoga Street, and also closure of Marvin Schwan Memorial Drive from West College Drive (TH 19) to South 1st Street on the following dates and times to allow adequate time for clean up after the Saturday evening activities.
 - Thursday, August 18 - 4 pm to Friday, August 19 - 1 am
 - Friday, August 19 - 4 pm to Saturday, August 20 - 1 am
 - Saturday, August 20 - 6 am to Sunday, August 21 - 3 am
- Parade Line-Up (08/20/2022 (Sat)): Closure of East Lyon Street, beginning at the corner of Nuese Lane to Jewett Street on Saturday, August 20, 2022 starting at approximately 12 noon to approximately 5 pm. Line-up would begin at 2 pm.
- Parade (08/20/2022 (Sat)): Closure of East Lyon Street from South Bruce Street to Main Street and closure of Main Street from East Lyon Street to North 6th Street Saturday, August 20, 2022 from 3:00 pm to approximately 6:00 pm. Parade would start at 4:00 pm with an estimated 5:30 pm end time.

In accordance with Section 62-6 of the Marshall City Code, the Director of Public Works/City Engineer may refer any application for private use of public streets and parking lots on either a temporary or permanent basis to be considered by the Marshall City Council.

Due to the magnitude of the proposed event and potential impact to the businesses adjacent to the areas that are being requested to be blockaded, City Staff would recommend that the City Council hold a public hearing on these requests prior to granting final approval.

In the past, the City's Public Safety and Public Works Divisions have worked with applicants on the issues and public safety concerns that would need to be addressed as part of this request. In addition, it would be City Staff's intent to have a representative from the Committee present at the hearing to provide a brief overview of the activities and events that are going to occur during the celebration.

There will be costs involved for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans not to charge fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.

Director of Public Works/ City Engineer Jason Anderson provided the background information on the agenda item.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the Council approve the private use of public streets and parking lots for Sounds of Summer (August 18-21, 2022) and that the Council approve the Sounds of Summer Parade to be held Saturday, August 20, 2022, subject to Mn/DOT approval. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Lozinski. Voting Abstaining: Councilmember Labat. The motion **Carried. 5-0-1**

Conduct a Public Hearing for the Small Cities Development Grant.

This public hearing is to give a project update and respond to any questions that citizens have about the Marshal I Small Cities Development Program grant. This is a required public hearing under the SCDP grant.

Jeff Gladis, United Community Action Partnership provided the background information on the agenda item.

Mr. Gladis commented that the grant will close at the end of September 2022 and a final meeting will be scheduled to provide a complete update.

The project includes 23 low to moderate income households and 18 commercial projects.

Councilmember Labat commented on slum and blight designations and asked if they apply to residential units.

Mr. Gladis clarified that designation only applies to commercial projects under the federal objective in this grant. Low to moderate income is a separate designation for housing.

Councilmember DeCramer commented that some of these grant dollars come back to the city and can assist with new grant programs.

Consider Approval of the Consent Agenda.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

- Approval of the Red Baron Arena & Expo Sponsorship Agreements.
- Approval of the Flaherty and Hood Lobbying Services Contract for Technical Education Pilot Program.
- Approval of the Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0286432 to Bolton & Menk, Inc.
- Introduction of an Ordinance Amending Chapter 2, Section 2, Boards, Commissions, and Authorities.
- Introduction of an Ordinance Amending Chapter 22, Section 22-91 through 22-95, Mobile Food Units and Food Carts.
- Introduction of Various Zoning Ordinance Amendments.
- Approval of a Temporary 3.2 Percent Malt Liquor Licenses for the Marshall Baseball Association.
- Approval of a LG230 Application for the American Legion Post 113.
- Approval of a Temporary On-Sale Intoxicating Liquor License for the Convention and Visitors Bureau.
- Approval of a Façade Improvement Grant Fund Request.
- Approval of the bills/project payments.

Request for Conditional Use Permit by BN Kor Investments LLC at 507 South Highway 23

BN Kor Investments LLC applied for a Conditional Use Permit for an advertising sign at 507 South Highway 23. This sign will be installed behind a private driveway. This is a so-called dynamic display LED sign which is a sign with the electronic image that changes every so often. Similar signs were installed at the corner of Highway 59 and Highway 23 and Highway 19 and Highway 23. The City staff has not heard any adverse or negative comments about those signs, and it appears that the highway traffic has not been affected.

The new sign will consist of two LED panels, 11 feet by 23 feet each, installed at about 30degree angle to each other to face traffic on Highway 23 in both directions. The overall height of the sign is requested to be 27 feet. Each panel size is less than maximum allowed length of 55 feet and smaller than previously installed signs of this nature.

The City of Marshall does not have an ordinance that regulates those signs and not many other cities do. The science of the light and brightness is complicated. The Condition 4 pertaining to this issue is based on the State regulations, industry standards, and other communities' rules. All conditions may be revised, or new conditions added by both the Planning Commission and the City Council.

Advertising sign definition may be found in Section 86-1 under Sign, Advertising, and sign regulations for this zoning district are in Section 86-185 (3). The Conditional Use Permit regulations are found in Section 86-46 and the Standards for Hearing are found in Section 86-49.

A Public Hearing took place at the Planning Commission meeting on April 13, 2022, a motion was made by Muchlinski, second by Deutz, to recommend approval of the Conditional Use Permit, with the listed conditions, to City Council. ALL VOTED IN FAVOR OF THE MOTION.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer approve a Conditional Use Permit request by BN Kor Investments LLC, for a Conditional Use Permit for an advertising sign at 507 South Highway 23. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 5-1**

Consider Award of Proposal for Wastewater Toxicity Reduction Evaluation (TRE) Study and NPDES Permit assistance.

The Wastewater Facility failed our Whole Effluent Toxicity (WET) test on 7/19/2011 and the MPCA required us to enter a Toxicity Reduction Evaluation (TRE) to find and remove the toxicity from our effluent. Bolton & Menk have been assisting with this since 8/11/2011. Marshall's 2014 National Pollutant Discharge Elimination System (NPDES) permit has been expired since 5/1/2019 and we have continued to comply with the requirements in the 2014 permit while the MPCA finished up on new standards for our receiving waters.

On 4/1/2022 we received our New Limits Notification letter from the Minnesota Pollution Control Agency (MPCA). This is a precursor to a draft of our new permit, and it outlines six new parameters that we will need to meet. Engineering services will be needed to comply with the requests of this letter. The requirements that ultimately are included in our next NPDES permit can have huge financial impacts for our facility and need to be properly addressed.

This would proceed hourly with a not to exceed of \$15,000 for the NPDES Permit assistance and \$25,000 for the TRE Study which could continue for two years. Funding would be from Wastewater's General Professional Services account (#602-4950053110).

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council approve acceptance of the quote from Bolton & Menk of Burnsville, Minnesota, for the additional TRE & Permit Renewal Services in the not-to-exceed amount total of \$40,000. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Project ST-005: Lyon Street Parking Lots Project (Baldwin and Rose) – Consider Authorization to Advertise for Bids.

This project consists of the reconstruction of the Baldwin and Rose Parking Lots adjacent to W. Lyon Street, pavement removal and concrete paved surfacing. The Baldwin Parking Lot is located behind City Hall. The Rose Parking Lot is located behind the Wooden Nickel.

Both parking lots are in poor surface condition and warrant replacement. There are no utilities that would be replaced as part of the project. Staff has met with the PI/T Committee to propose the layouts. Both proposed layouts are generally the same as they are currently arranged.

Originally, the Addison and Rose Lots were planned for reconstruction in 2022. After continued work with the design, staff has determined that the Addison Lot will be considerably difficult to reconstruct separately from W. Lyon Street. There is a risk that much of the new concrete could have to be replaced again should the design of W. Lyon Street need to be revised.

Reconstruction of both lots would occur over the summer and ideally be completed prior to or following the 150th Anniversary events. By reconstructing both of these lots in 2022, this allows for both lots to be available

for patrons during the 2023 W. Lyon/N. 3rd Reconstruction project. The Addison Lot is planned to be reconstructed in coordination with the W. Lyon/N. 3rd project.

Motion made by Councilmember Labat, Seconded by Councilmember Lozinski that the City Council authorize the advertisement for bids for Project ST-005: Lyon Street Parking Lots Project (Baldwin and Rose). Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.

The proposed project limits include W. Lyon Street (E. College Drive to N. 1st Street). The proposed project was originally included in the scope of the Z82 (N. 1st/ Redwood/Marshall) Reconstruction Project constructed in 2021. In consideration of the unknown status regarding the potential development of the Block 11 property, the block of W. Lyon Street between E. College Drive and N. 1st Street was removed from the scope of the project.

This project will include concrete street pavement with a width of 53-FT as measured from back of curb. The street width will provide for parallel parking adjacent to Block 11 and angle parking on the opposing side of the street.

The plans and specifications have been prepared by City staff for the above-referenced project. If the City Council decides to proceed with this project, a resolution has been prepared approving the plans and specifications and ordering advertisement for bids.

The engineer's estimate for the construction portion of the project is \$338,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$432,000. 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 DeCramer that the Council adopt the Resolution Number 22-050, which is the "Resolution Approving Plans and Specifications and Ordering Advertisement for Bids" for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Project AP-003: Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) – Application for Federal and State Grants.

Grant agreements to be sent to MnDOT Aeronautics for Snow Removal Equipment (SRE) building and site design work. We are requesting Federal Airport Improvement Program (AIP) funding for federally eligible portions of the building and state grant funding for state-eligible portions of the building.

Securing grant agreements to utilize AIP funds and state grant dollars for project design at this point in time is critical to ensure that the City remains on target for future project bidding and construction. Included in the

grant request documents is a preliminary layout of the SRE building. This layout is still subject to change, but it does give an idea on what we are working toward building.

Total design cost is \$297,000.00 as shown on the Project Cost Breakdown. Federal Airport Improvement Program (AIP) funding for fiscal year 2022 is requested in the amount of \$132,448.00 for 90% of the federally eligible work. State funding is requested in the amount of \$112,242.75 for a 70% state funding share on federally ineligible portions of the facility, and a 5% match on the federally eligible work. The remainder will be funded with local funds in the amount of \$52,309.25.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer that the Council authorize City and TKDA staff to submit requests for federal and state grant funding for the Snow Removal Equipment Building design project at the Southwest Minnesota Regional Airport. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Resolution(s) Awarding the Sale of General Obligation Bonds, Series 2022A, and General Obligation Refunding Bonds, Series 2022B.

For consideration is the initial draft of the resolution, and awarding the sale of the Bonds, which are to be considered by the Council on April 26, 2022. After the sale of the Bonds, Kennedy & Graven () will update the Award Resolution s with the post-sale information received from Baker Tilly and an updated version will be provided at or in advance of the meeting that evening.

Director of Administrative Services E.J. Moberg, Baker along with Terri Heaton and Mikaela Huot , with Backer Tilly Municipal Advisors, will present the findings from the bond sale that is scheduled for April 26th.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the Resolution Awarding the Sale of General Obligation Bonds, Series 2022A. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Naming of Community Space next to City Hall

Construction of the community space next to City Hall will take place in the summer of 2022. As part of the planning process, staff discussed what to name the area and opted to engage the public for submittals during the month of March. During this time 80 submittals were received. Staff met in early April to narrow down the list to three finalists, they are listed below.

- City Square
- The Lobby
- Terrace 1872

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister that the Council accept, Terrace 1872 as the name of the community space next to City Hall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 5-1**

Commission/Board Liaison Reports

Byrnes No Report

Schafer No Report

Meister No Report

DeCramer Marshal Municipal Utilities completed their 2021 public utility report. DeCramer highlighted having a public utility in Marshall and MMU’s 100% reliability over the last year. DeCramer also commented on the solar panel project and that certain equipment for the project has a two-year lead time.

Economic Development Authority met and reviewed the façade improvement action item in the council agenda.

Labat Adult Community Center met and reviewed membership, which is seeing growth to pracademic numbers and rental agreements.

Lozinski No Report

Councilmember Individual Items

Councilmember Schafer commented on the use of scooters on sidewalks and encouraged residents to use the streets.

Mayor Byrnes commented on reducing the speed in certain locations and limiting the areas where they can be driven.

Councilmember Meister also commented on the use of scooters and providing additional education on the use.

Councilmember DeCramer added a compliment to the Engineering Department for their discussion with local businesses on upcoming construction projects.

Mayor Byrnes provided a legislative update on sales tax. Byrnes commented that both House and Senate committees have heard testimony from the City.

City Administrator

No Report

Director of Public Works

Director of Public Works/ City Engineer provided an update on the Independence Park project, pedestrian ramps on N. 4th, and tree removal on S. 1st Street has been completed. Anderson also added that the online building permit application will be online in the month of May.

City Attorney

No Report

Information Only

There were no questions on the information items.

City Real Estate Needs

At 6:53 P.M., Pursuant to Minn. stat. § 13d.05; 13d.05, subd. 3 c detail at a closed work session. City staff , the information below will be discussed in would like to update the Council on real estate discussions on the following properties:

- 27-792005-0
- 27-792006-0
- 27-792003-0

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister to adjourn to closed session. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

At 7:29 P.M., the City Council came back into open session.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 7:30 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 10, 2022
Category:	PUBLIC HEARING
Type:	INFO/ACTION
Subject:	Various Zoning Ordinance Amendments - 1) Public Hearing; 2) Adoption of Ordinance.
Background Information:	<p>Changes to Section 70-21 Definitions, will allow taxing B&B facilities and future short term rental facilities similar to other transitory forms of lodging, such as hotels and motels. Changes to Section 86-50 Home Occupation are mostly minor: making a few activities possible (for example, pet grooming) and a few impossible (for example, alcohol and tobacco production and sales), and defining renewal terms. Bed and Breakfast Section 86-51 is amended to put it in line with the Home Occupation Section, by changing it to an interim use permit rather than conditional use permit.</p> <p>The proposed amendments to Section 86-96 Agricultural District are based on requested changes, past and current. A few other changes are made to better align the section with other sections. Section 86-230 Required number of spaces, is amended to better reflect certain businesses’ nature and parking needs. In most cases parking requirements were reduced.</p> <p>The changes to Section 86-162 Yard Modification and 86-248 Outside Storage are minor and intended to provide flexibility in approving conditions for variances and conditional use permits and allow owners and contractors additional storage during major construction projects.</p> <p>At the October 13, 2021, regular Planning Commission meeting, Muchlinski made a motion, second by Schroeder to recommend to City Council approving the revisions amending Section 70-21 Definitions, 86-50 Home Occupations, and 86-51 Bed and Breakfast. Motion passed 3 to 1 with Fox voting against.</p> <p>At the March 9, 2022, regular Planning Commission meeting, Schroeder made a motion, second by Muchlinski to recommend to City Council approving the revisions amending Section 86-162 Yard Modification and 86-248 Outside Storage as recommend by staff. All voted in favor of the motion.</p> <p>At the April 13, 2022, regular Planning Commission meeting, Deutz made a motion, second by Muchlinski to recommend to City Council approving the revisions amending Sections 86-96 Agricultural District and 86-230 Required number of spaces as recommend by staff. All voted in favor of the motion.</p> <p>At the meeting on April 12, 2022, Legislative and Ordinance Committee voted to recommend to City Council approving the revisions amending Sections 70-21 Definitions, 86-50 Home Occupations, 86-51 Bed and Breakfast, 86-96 Agricultural District, 86-230 Required number of spaces, 86-162 Yard Modification, and 86-248 Outside Storage.</p>

	<p>The Ordinance Amending Sections 70-21 Definitions 86-50 Home Occupations 86-51 Bed and Breakfast 86-96 Agricultural District 86-230 Required number of spaces 86-247 Landscaping 86-248 Outside storage</p> <p>was introduced and called for Public Hearing at the April 26, 2022, City Council meeting.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	<p>that the Council close the public hearing on the Ordinance Amending Sections 70-21 Definitions 86-50 Home Occupations 86-51 Bed and Breakfast 86-96 Agricultural District 86-230 Required number of spaces 86-247 Landscaping 86-248 Outside storage</p> <p>that the Council adopt Ordinance No. 22-005, which is the Ordinance Amending Sections 70-21 Definitions 86-50 Home Occupations 86-51 Bed and Breakfast 86-96 Agricultural District 86-230 Required number of spaces 86-247 Landscaping 86-248 Outside storage</p>

Sec. 70-21. Definitions.

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

Director means the director of finance of the city.

Lodger means the person obtaining lodging from an operator.

Lodging means the furnishing for a consideration of lodging by a hotel, motel, dormitory, ~~or~~ roominghouse, ~~bed and breakfast or any other short term rental facility~~ ~~except~~ where such lodging ~~is provided~~ ~~shall be~~ for a continuous period of ~~fewer than~~ 30 days ~~or more~~ to the same lodger. The furnishing of rooms by religious organizations shall not constitute lodging for purposes of this article.

Motel means a roadside hotel for motorists.

Operator means a person who provides lodging to others or any officer, agent or employee of such person.

Rent means the total consideration valued in money charged for lodging whether paid in money or otherwise, but shall not include any charges for services rendered in connection with furnishing lodging other than the room charge itself.

(Ord. No. 668 2nd series, § 1, 12-18-2012)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 86-50. - Home occupations and businesses.

(a) An interim use permit shall be required for all home occupations in agricultural and all residential districts unless any of the following three conditions exist:

- (1) Such home occupation is supplementary to a business that has its principal place of business legally located elsewhere.
- (2) Such home occupation is entirely computer and/or internet based.
- (3) Such home occupation is conducted entirely outside the premises except bookkeeping and regular mail delivery.

In addition to any of the above conditions, the home occupation must be such that the traffic entering such dwelling does not exceed that which is normal and customary for a residence, no business related vehicles or vehicles with business advertisement are parked or stored outside, no vehicular traffic or street parking is generated in greater volume than would normally be expected in a residential neighborhood, no direct sale of goods to the consumer occurs on premises, and it meets all relevant provisions of subsection (b), ~~except item (16)~~. As an exception, for businesses compliant with conditions (1) or (3), one business related car, van or light truck with business advertisement may be parked outside at nights and on weekends.

(b) Home occupations shall at a minimum meet the following conditions:

- (1) The use of the dwelling unit for the home occupation shall be clearly incidental and subordinate to its residential use by the applicant.
- (2) The home occupation related space may not exceed one-third of the living space of the dwelling, excluding garages and accessory buildings.
- (3) The conduct of the home occupation shall not result in any change in the outside appearance of the building or land.
- (4) No exterior display or signs related to the home occupation shall be installed.
- (5) No direct sale of goods that are not produced, customized, or modified on site shall take place, except during occasional home sale parties not scheduled on a regular basis.
- (6) No equipment shall be used which creates offensive noise, vibration, sound, smoke, dust, odors, heat, glare or electrical disturbance to radio or television reception and no hazard beyond the one customary for dwellings is created.
- (7) Only persons that are members of the family and residing in the premises shall be employed on the premises.
- (8) There shall be no exterior storage of materials, business equipment or vehicles except one business related car, van or light truck with business advertisement may be parked outside at nights and on weekends.
- (9) ~~Not There shall not be~~ more than one-half of the accessory buildings shall be used for the storage of merchandise, business equipment, materials or machinery.
- (10) No separate entrance for customers may be provided or used.
- (11) No sewer, water or electric usage beyond what is typical for a dwelling shall occur.
- (12) No regular business hours shall be advertised, including on social media, and all services shall be rendered by appointment only with no general public walk-ins or retail sales.
- (13) If at any time more than two customers may be present, off-street parking shall be provided in addition to parking required ~~by the article~~ for a dwelling. Such parking shall be provided in a location customarily associated with single family dwellings.
- (14) No customers shall be present between 9:00 p.m. and 6:00 a.m.

- (15) Additional home occupation related vehicular traffic, including delivery, shall not exceed four vehicles per day.
- (c) All home occupation interim use permits are issued for initial one-year term and may be renewed for future terms, under the same interim use procedure, provided no violations of established conditions were observed. The first renewal shall be for five years, and the second renewal shall be until the property is sold or transferred to another owner. If any of the interim use permit conditions are found to be violated, the permit may be revoked, or future renewal terms may be limited.
- (d) The home occupation interim ~~conditional~~-use permit is granted to an applicant for a specific property and is not transferable to another person or property, thus expiring at the sales or any other type of property transfer.
- (e) The applicant, upon making application, grants to the Ccity, upon issuing ~~any~~ home occupation interim use permit, the right to inspect the premises in which the occupation is being conducted at any time to ensure compliance with the provisions of this section and any conditions additionally imposed.
- (f) All home occupations involving the following activities, even if formally compliant with subsection (b), are prohibited:
- (1) Any automotive related activity including, but not limited to, auto repair and detailing.
 - (2) Any children related activity except those licensed by the State and individual lessons.
 - (3) Any animal related activity including, but not limited to, kenneling and breeding, except household pet grooming.
 - (4) Any funeral related activity including, but not limited to, mortuaries and embalming services.
 - (5) Any activity involving commercial cooking, including, but not limited to, restaurants and cafes, except dessert making for private individual customers~~parties, such as weddings and graduations.~~
 - (6) Any activity involving multiple garage sales.
 - (7) Any illegal activity ~~that may be considered objectionable.~~
 - (8) Any activity involving multiple guest assemblies except occasional home sale parties not scheduled on a regular basis.
 - (9) Any activity involving tobacco or alcohol production or sale.
- ~~(g) Home occupations shall be an interim use in agricultural and all residential districts.~~

(Ord. No. 747 2nd series, § 1, 12-10-2019)

Editor's note— Ord. No. 747 2nd series, § 1, adopted Dec. 10, 2019, amended § 86-50 to read as set out herein. Previously § 86-50 was titled offices of persons and home occupations and derived from Code 1976, § 11.21(6); and Ord. No. 680 2nd series, § adopted Sep. 24, 2013.

Sec. 86-51. Bed and breakfast.

- (a) ~~Bed and breakfast shall be an interim use in agricultural and all residential districts~~ ~~A conditional use permit shall be required for all bed and breakfast facilities.~~
- (b) Bed and breakfast facilities shall at a minimum meet the following conditions:
- (1) The facility shall comply with all health, fire, safety rules and other regulations of the state and the city, including current Building Code and City Ordinance, and all required licenses shall be made available to the City staff upon request. This condition shall be confirmed by City inspection prior to a public hearing.
 - (2) The maximum number of bedrooms shall be established for each facility and no more than four bedrooms shall be available to guests. No more than two persons shall be staying in each bedroom.
 - (3) Off-street parking shall be provided ~~as required in section 86-230~~ and ~~shall be~~ screened from adjacent properties as required by the parking Ordinance section 86-204. No more than two guest parking on the street shall be permitted.
 - (4) Exterior appearance and lighting shall be compatible with the neighborhood.
 - (5) Identification signs shall be limited to one six-square-foot nameplate sign mounted on the building near the main entrance door.
 - (6) The owners ~~of such facility~~ shall operate and permanently occupy such facilities.
 - (7) No food or beverage service shall be provided to anyone other than transient guests.
 - (8) All bedrooms ~~units~~ shall be established within, and have primary entrances from, the principal structure.
 - (9) Cooking facilities shall not be permitted in the guest rooms.
 - (10) Appropriate insurance including liability insurance shall be filed with the city clerk ~~financial director~~ for a minimum amount of \$1,000,000.00.
 - (11) Other commercial enterprises shall not be operated in conjunction with this facility without a home occupation interim permit.
- (c) All bed and breakfast interim use permits shall be issued for initial one-year term and may be renewed for future terms, under the same interim use procedure, provided no violations of established conditions were observed. The renewal shall be until the property is sold or transferred to another owner. If any of the interim use permit conditions are found to be violated, the permit may be revoked, or future renewal terms may be limited.
- (ed) The applicant, upon making application, grants to the City upon issuing ~~any~~ bed and breakfast interim use permit the right to inspect the premises in which bed and breakfast is located at any time to ensure compliance with the provisions of this section and any conditions additionally imposed.
- ~~(d) Bed and breakfast shall be a conditional use in all residential districts.~~

(Code 1976, § 11.21(7); Ord. No. 680 2nd series, § 1, 9-24-2013; Ord. No. 747 2nd series, § 1, 12-10-2019)

Sec. 86-96. - A agricultural district.

(a) *Intent; scope.* This section applies to the A agricultural district. This A district preserves land for agricultural or undeveloped uses until development pressures require that such land be released and rezoned for purposes of controlled and orderly growth according to the comprehensive plan, pending proper timing and allowance for the economical provision of urban services.

(b) *Permitted uses.* The following uses shall be permitted in the A agricultural district:

Cultivation, maintenance, or harvest of plants for the sale or other commercial use.

~~Agricultural, F~~arming and truck gardening, ~~shrimp growing in enclosed facilities,~~ nurseries and greenhouses, ~~except kennels, terrestrial (land) animal or poultry farms operated for commercial purposes.~~

Golf courses and country clubs, ~~except clubhouses.~~

Hobby farms including keeping up to six horses, mules, sheep, goats, llamas, or ponies.

Parks and recreational areas owned or operated by governmental agencies, ~~except auto racetracks.~~

(c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the A agricultural district:

Accessory uses customarily incident to the uses permitted in subsections (a) and (b) of this section.

Fallout shelters.

Keeping of not more than two boarders and/or roomers by a resident family; ~~provided, however, that the council may grant a special permit to keep more than two boarders and/or roomers for one year at a time upon proof of compliance by the applicant for such special permit with the provisions of this chapter prescribing the required number of off-street parking spaces.~~

Private garages and storage sheds.

Private amateur radio towers and antennas complying with division 6.

Private swimming pool when completely enclosed within a ~~non-climbable chainlink or similar~~ fence five feet high with openings no greater than four inches in any dimension and self-closing and self-locking gate. Swimming pools exempt from the building permit requirements as defined in the state building code and hot tubs with latchable covers do not need to be enclosed.

Single-family farm residences if used by the farm owner or operator, member of the immediate family, or an employee working on the premises.

Private accessory equipment complying with Section 86-164, including, but not limited to, sSolar energy collectors and systems, playgrounds, and sports courts.

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

Archery rangess.

Automobile, motorcycle, go-cart or snowmobile race and driving -tracks.

Cemeteriesy, memorial gardens, and crematoriums.

Commercial solar energy collectors and systems.

~~Crematorium.~~

~~Driving track.~~

~~Golf clubhouse, country club, public swimming pool, private swimming pool serving more than one family, provided that no principal structure shall be located within 25 feet of any lot line of an abutting lot in any of the classes of residence districts.~~

Keeping of three or more roomers or boarders.

Kennels.

~~Offices of persons and home occupations in existing structures when they meet the specific conditions of section 86-50.~~

Other residential uses of the same general character as listed in subsection (b).

Outdoor and indoor gun ranges.

Recreational vehicle parks and camp sites.

Riding stables with up to six horses.

Shrimp and fish growing operations.

Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.

- (e) *Height, yard, area and lot width and depth regulations.* Height, yard, area and lot width and depth regulations for the A district are as follows:
- (1) *Height regulations.* No building hereafter erected or altered shall exceed 2½ stories or 30 feet in height.
 - (2) *Front yard regulations.*
 - a. There shall be a front yard having a depth of not less than 25 feet except as otherwise provided in this section.
 - b. There shall be a front yard of not less than 35 feet on a lot or plot that abuts a thoroughfare as shown on the adopted city thoroughfares plan.
 - ~~e. *Where a lot is located at the intersection of two or more streets, there shall be a front yard on each street side of each corner lot. No accessory buildings shall project into the front yard of either street.*~~
 - (3) *Side yard regulations.* There shall be a side yard, on each side of a building, each having a width of not less than five feet.
 - (4) *Rear yard regulations.* There shall be a rear yard having a depth of not less than 25 percent of the lot depth.
 - (5) *Lot area regulations.* Every lot ~~on which a single-family dwelling is erected~~ shall contain an area of not less than 22,000 square feet.
 - (6) *Lot width and depth regulations.* Every lot or plot of land on which a single-family dwelling is erected shall have a minimum width of not less than 110 feet at the building setback line, and a minimum depth of not less than 200 feet.
- (f) *General regulations.* Additional regulations in the A agricultural district are set forth in article VI of this chapter.
- (g) *Future annexation.* Any land annexed to the city in the future shall be placed in the A agricultural district until placed in another district by action of the council after recommendation of the planning commission, unless the land being annexed is located within orderly annexation area and is not zoned A agricultural at the time of annexation.

(Code 1976, § 11.06; Ord. No. 404 2nd series, § 1, 11-16-1998; Ord. No. 407 2nd series, § 1, 12-21-1998; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 720 2nd series, § 1, 5-9-2017; Ord. No. 734 2nd Series, 2-12-2019; Ord. No. 741 2nd series, § 1, 9-24-2019)

Cross reference— Animals, ch. 14.

Section 86-162 Yard Modifications

Measurements shall be taken from the nearest point of the wall of a building to the lot line in question, subject to the following qualifications:

- (a) Cornices, awnings, marquees, eaves, pergolas, and balconies may extend into the required front yard a distance not exceeding four feet, and the required side yard distance not exceeding two feet.
- (b) Fire escapes may extend into the required front yard a distance not exceeding five feet. Basement egress window wells may extend into required front and side yards a distance not to exceed three feet.
- (c) A landing or deck may extend into the required front yard to a distance not exceeding eight feet, if they have the floor no higher than the main floor of the building, except a landing installed at the main entrance of existing residential structure and projecting no more than four feet from the structure may extend 15 feet into required front yard. A four-foot square landing, not including stair, or a five-foot square landing serving a ramp, shall always be permitted at the main entrance of existing residential structures if replacing an existing landing. An open railing no higher than three feet may be placed around such structures.
- (d) A bay window having a bow, or angled sides, with windows on all faces projecting no more than two feet from the building wall may extend 20 feet into required front yard.
- (e) The architectural features listed in paragraphs (1) through (4) may also extend into the required rear yard to the same extent as permitted for extension into the required front yard. If an easement coincides with, or is wider than, a required yard, architectural features listed in paragraphs (1) and (2) may extend into such easement not more than two feet with written approval of the city engineer.
- (f) Retaining walls, fences, and other similar structures located in any yard shall not exceed seven feet in height in any of the classes of residential and business districts, unless required by a condition for a variance adjustment, or conditional or interim use permit granted for unrelated issue. Barbed wire or electrical fencing materials are prohibited in these locations.
- (g) Retaining walls, fences or any other structures, both permanent and temporary, located in the front yard of a corner lot at the intersection of streets, except pilon signs, shall not exceed three feet in height as measured above the curb within a 25-foot visibility triangle of the property corner at such intersection and within a ten-foot visibility triangle adjacent to alleys and driveways.
- (h) On double frontage lots, the required front yard shall be provided on both streets. On corner lots, the required front yard shall be provided on all streets.
- (i) In determining the depth of rear yard for any building where the rear yard opens into an alley, one-half the width of the alley, but not exceeding ten feet, may be considered as a portion of the rear yard.
- (j) Any structure, including fences, built in the rear or side yard that opens into an alley, must not be placed less than three feet from the property line defining this alley. Any garage with overhead door facing, and having a direct vehicle access from, an alley must not be placed less than 18 feet from the alley.
- (k) No front, side or rear yard shall be required in the downtown district, except single family houses and duplexes.
- (l) On a corner lot fronting two intersecting streets, either yard opposite the street may be designated the rear yard; in case of a triangular corner lot, the yard not adjacent to streets shall be designated the rear yard but shall meet the setback requirements of a side yard. On a corner lot fronting three streets, the yard opposite the front yard located between two other front yards shall be designated the rear yard but shall meet the setback requirements of a side yard.
- (m) On a flag lot, the lot side, which faces the street that this lot has an access from, shall be designated the front yard. For such lots, the lot depth calculations shall not include the length of the narrow access portion of the lot.
- (n) On a lot that faces, and is exclusively accessed from, a public roadway easement or recorded access easement providing access to at least one other property beyond said lot, the lot side facing the easement shall be designated the front yard.

(Code 1976, § 11.19(4)(B); Ord. No. 374 2nd series, § 1, 8-4-1997; Ord. No. 699 2nd series, § 1, 9-9-2015; Ord. No. 725 2nd series, § 1, 1-23-2018; Ord. No. 750 2nd series, § 1, 6-23-2020; Ord. No. 21-002, § 1, 4-27-2021)

Sec. 86-230. Required number of spaces.

Off-street parking areas of sufficient size to provide parking for patrons, customers, suppliers, visitors, and employees shall be provided for each use. For mixed use buildings, the required number of parking spaces shall be calculated separately for each area use and then added up. Unless otherwise noted, required off-street parking noted as a S.F. (square foot) ratio is to be applied to the gross building area for each use. The minimum number of off-street parking spaces for each use is listed in table 86-230. The number of provided parking spaces shall not exceed the minimum number by more than ten percent.

Apartment (more than 4 units)	1/efficiency or one bedroom unit plus 2/two or more bedroom unit plus 1/4 units for visitors
Assisted and congregate living facility	0.5/unit plus 1/ employee plus 1/8 units
Art gallery, museum	1/500 S.F.
Assembly or auditorium with fixed seats, theatre	1/ 4 seats
Assembly without fixed seats <u>not listed anywhere else</u> , arcade	1/100 S.F.
Auction house	1/100 S.F. or 1/4 fixed seats, whichever is greater
Bank	1/ 300 250 S.F.
Baseball, <u>soccer, football</u> and sports field, arena or stadium	1/ 4 seats plus 20/field (<u>court/rink, etc.</u>) plus 1 oversize space/field (<u>court/rink, etc.</u>)
Beauty salon, barber shop, massage or tattoo parlor, tanning salons	2/service station or bed plus 2
Bed and breakfast	1/guest bedroom plus 2
Boarding or lodging house	1/rented bed plus 2
Boat, ATV, RV sales and service	1/ 1,000 800 S.F. plus 4 as required for outside sales lot
Bowling alley	45 /alley plus 2
Car wash	2 plus 1/employee
Church	1/ 5 seats in largest auditorium
Clinic, medical, dental, etc., doctor or chiropractic office	1/ 250 S.F.
Convenience store	1/ 200 S.F. plus 12 plus 1 oversize space plus as required for fuel station if applicable
Corrections facility, jail	1/ 108 beds plus 1/employee
Court, tennis or racquetball, without fixed seating	2/court plus 1
Dance hall	1/ 50 S.F.
Day care	1/ classroom employee plus 1/10 participants
Dwellings, one to four units	2 /dwelling plus one for each roomer or boarder
Drinking or dining establishment:, <u>sit down or buffet</u> restaurant, bar	1/ 50 S.F. of seating area or 1/4 seats, whichever is greater , plus 1/100 S.F. of kitchen and storage <u>area</u>
<u>Dining establishment: fast food restaurant</u>	<u>1/ 75 S.F. of seating area plus 1/ 100 S.F. of kitchen and storage area</u>

Farm implement, industrial equipment, and trucks sales and service repair	1/ 1,000 800 S.F. plus 4 plus 50% of required for 50% of outside sales lot requirements
Fraternity or sorority house, dorm	1 / bedroom plus 1/4 bedrooms for visitors
Funeral home	1/100 S.F. or 1/4 fixed seats in largest parlor, whichever is greater
Furniture, large appliances, spas, building materials, garden supplies sales store, retail greenhouse	1/500 S.F. for area less than 20,000 S.F. plus 1/ 1,000 800 S.F. for area over 20,000 S.F.
Golf course	4/green plus 1/200 S.F. of clubhouse
Grocery, food, and beverage sales	1/200 S.F. plus 1 oversize space/30,000 S.F.
Golf, miniature course	2/hole plus 1
Golf, driving range	2/tee plus 1
Hospital	1/2 beds plus 1/employee
Kennel	1/10 kennels plus 1/employee
Library	1/500 S.F. plus 1/employee
Manufactured home park	2/home plus 1/4 homes for visitors plus as required for office building
Manufacturing, fabricating, processing, or printing plants	1/ 800 1,000 S.F. or 1/employee plus 2, whichever is greater
Motor vehicle fuel station	12 plus 2/ pump plus as required for convenience store if applicable
Motor vehicle sales	1/ 500 S.F. plus 4 as required for outside sales lot
Motor vehicle repair	13 /service stall or 1/200 S.F., whichever is greater plus 2
Motor vehicle garage (commercial)	1/stall plus 1
Motel or hotel	2 plus 1/room plus 1 oversize space/30 rooms
Nursing or rest home, memory care	1/ 6 beds plus 1/employee
Office; business (data processing center, call center, radio, and TV station, etc.)	1/ 200 S.F.
Office; professional (insurance, accountant, travel agent, etc.); or public (city, county) or industrial/contractor	1/300 S.F.
Outside sales lot	1/ 5 4,000 S.F. for area less than 20,000 S.F. plus 1/ 10 6,000 S.F. for area over 20,000 S.F.
Park	4/acre plus 2/playground plus 5/shelter plus 20/ sports field
Recreation: fitness club, gymnasium, dance, and martial arts studio, without fixed seating	1/ 200 S.F. plus 1/employee
Residential facility, group home	0.5/bedroom plus 2 1/employee plus 1/8 bedrooms
Retail stores; general, department , hardware, discount, drug; shopping center; pawn shop; wireless store	1/200 S.F. for area less than 2,000 S.F. plus 1/300 SF for area over 2,000 S.F. but less than 100,000 S.F. plus 1/1,000 S.F. for area over 100,000 S.F.
Retail store; specialized, boutique	1 plus 1/ 500 300 S.F.

Service establishment: laundry, repair, dry-cleaning, glazing shop, rental, take-out only restaurant, wireless store photo studio, etc.	1/ 500 300 S.F. plus 1/ employee
Service establishment: glazing shop, take out only restaurant, bridal shop, etc. (labor intensive)	1/500 S.F. plus 3
School: Elementary or junior high, private, or public	1.5/classroom or 1/20 students or 1/4 seats in the largest auditorium, whichever is greater
School: Senior high, public, or private	10/classroom or 1/3 students or 1/4 seats in the largest auditorium or gymnasium, whichever is greater
Short-term rental	1/bedroom minus 1, but not fewer than 2
School; post-secondary, professional or business (educational buildings)	15/classroom 1/student plus 1/employee for entire campus or 1/100 S.F. per educational building
Skating rink	1/200 S.F. of rink plus 1 25
Swimming pool	1/ 200 100 S.F. of lap pool area plus 1/500 S.F. of kids pool area plus 1/employee
Terminal, passenger: bus, train, airline	1/200 S.F.
Veterinary clinic	1/500 S.F.
Warehouse, R rental storage units	1/4 units plus 1 plus as required for office if applicable
Wholesale sales, and warehouse	1/2,000 S.F. or 1/employee plus 1, whichever is greater

Table footnotes:

- a. Continuous benches and pews shall be assumed to allow one person per 22 inches of length.
- b. Rental storage units parking spaces located in front of storage units do not require painted line identification and independent access.
- c. When parking requirements are determined by employee counts, such calculation shall be based on the maximum number of employees on the premises at any one time; when parking requirements are determined by student or participant count, such calculations shall be based on the maximum design or licensed capacity.
- d. Parking spaces for all outside sales lots and other outside uses shall be calculated separately based on this table in addition to building parking requirements.
- e. The number of required parking spaces for parks, ~~sports~~baseball fields, churches, and stadiums may be reduced by 20 percent if gravel or grassy overflow space, adequate to compensate for reduced parking, is provided and all landscaping section requirements are met without considering overflow space.
- f. In all industrial zoning districts, the city may allow a reduction in the number of required parking spaces for industrial uses when the owner can demonstrate, in documented form, a required need less than prescribed by the ordinance ~~[this chapter]~~. The city may require the additional land that is necessary to meet the required parking standard to be placed in reserve for parking development should the use change or parking provided be determined inadequate. If at any time the city determines parking to be inadequate, the city may require construction of any or all of the additional parking held in reserve.

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- g. Buildings or building areas where an accessory storage constitutes more than 30 percent of the use area shall be considered mixed uses and parking calculations shall be based on mixed use requirements.
 - h. Buildings where an auxiliary use serving the main use constitutes more than 20 percent of building human occupancy or building area and people not using the rest of the facility are allowed to be present shall be considered mixed use buildings and parking calculations shall be based on mixed use requirements except only 90 percent of parking spaces required for auxiliary uses shall be provided.
 - i. If calculated number of parking spaces is less than five, an accessible space shall be provided in addition to those spaces.

(Ord. No. 686, § 1, 6-10-2014)

Sec. 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 ~~dust and~~ 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 ~~so designated and~~ 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, ~~o~~Outdoor display and sale shall be allowed ~~in all classes of residential districts and residential properties within other zoning districts~~ 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 no 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.

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- (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~~displayed on site~~. 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, ~~and dumpsters~~, 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 limitations do not apply to 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~~dumpsters as regulated in subsection (e)~~. 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 ~~yard~~ or required 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)

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.

**CITY OF MARSHALL, MINNESOTA
ORDINANCE NO. _____, SECOND SERIES**

**AN ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 86
RELATING TO ZONING**

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

Section 1: City Code of Ordinances, Chapter 70, Section 70-21 Definitions, Chapter 86, Section 86-50 Home Occupations and Businesses, Section 86-51 Bed and Breakfast, Section 86-96 Agricultural District, Section 86-162 Yard Modification, Section 86-230 Required Number of Spaces, and Section 86-248 Outside Storage, are hereby amended.

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. _____, Second Series.

It is hereby directed that only the above Title and Summary of Ordinance No. _____, Second Series 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: These Ordinances shall take effect after their passage and summary publication.

Passed and adopted by the Common Council this 10th day of May, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Introduced on: April 26, 2022

Final Passage on: May 10, 2022

Published in the Marshall Independent: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 10, 2022
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project ST-006 / SP# 139-591-001 / MINN Project No. STPF 4222(149): School Pedestrian Crossing Signage And Improvements Project - Consider Award Of Bids.
Background Information:	<p>Project ST-006: Rectangular Rapid Flashing Beacon (RRFB) School Pedestrian Crossing Improvements Project proposes the following improvements for select locations at the Marshall Middle School, Southview Elementary School, Parkside Elementary School, and True Light Christian School:</p> <ul style="list-style-type: none"> - Sidewalk ramp improvements and associated sidewalk improvements where necessary for ADA-compliance. - Speed limit flasher system (DSD): includes a posted speed limit when flashing and a radar feedback sign to display driver speed. The DSD install will identify the school zone area on either side of the school crossing area, as well as identify the speed limit when the zone is in effect. The power requirements will be met with a solar array and battery. - Pedestrian crosswalk flasher system (RRFB): includes a crosswalk sign with a pedestrian-activated rectangular rapid flashing beacon (RRFB). The crosswalk flasher system will be installed at select locations where the schools prefer to see crossing occur. The power requirements will be met with a solar array and battery. - Concrete refuge island (median): because all locations have a two-way left turn lane (TWLTL) striping configuration, city staff believes it is prudent to install center islands for pedestrian refuge and safety. This also allows for a crosswalk flasher system (RRFB) to be installed in the center of the road in addition to behind perimeter curbs; this further attracts a driver’s attention. The True Light Christian School location is the only location that is not proposed to receive a median with this project. MnDOT will install in 2025 with the College Drive Reconstruction project. <p>On May 4, 2022, bids were received for the above-referenced project. Two bids were received as shown on the attached Resolution Accepting Bid. The low bid was from Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$480,250.35. The engineer’s estimate was approximately \$351,683.</p> <p>The City was previously awarded \$339,840 in grant funding for this project. With the bids as they are currently, this amounts to a 70.8% match amount. To reach the program’s standard 80% match, MnDOT has informed staff that they will provide an additional \$44,360 in grant funding. Staff is discussing with MnDOT regarding increase to the MSAS advance request to cover the increased project bids.</p>
Fiscal Impact:	No proposed general fund impact. The City and schools have agreed to cost sharing the local match amount of the project, based on project estimate. Cost overages are not anticipated to be passed along to the schools at this time. Currently, the total local cost is anticipated to be \$120,063, \$43,427 of which has been collected f

	the participating schools. The City's portion of the local match would be funded through the MSAS account utilizing an advance request.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council adopt RESOLUTION NUMBER 22-053, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$480,250.35 for the above-referenced project, contingent upon approval from the MnDOT Office of Civil Rights.

**RESOLUTION NUMBER 22-053
RESOLUTION ACCEPTING BID (AWARD CONTRACT)**

WHEREAS, pursuant to an advertisement for bids for the following project:

**SP# 139-591-001 / MINN PROJECT NO. STPF 4222(149) / CITY PROJECT ST-006:
SCHOOL PEDESTRIAN CROSSING SIGNAGE AND IMPROVEMENTS PROJECT -**

This project consists of: reconstruction of sidewalk, curb and gutter, and ADA pedestrian ramps. This project will also include construction and installation of concrete pedestrian refuge island medians, Pedestrian Crosswalk Flasher System/Rectangular Rapid Flashing Beacon (RRFB) sign assemblies, and Dynamic Speed Feedback Display/Speed Limit Flasher (DSD) sign assemblies for select locations at the Marshall Middle School, Southview Elementary School, Parkside Elementary School, and True Light Christian School.

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Bid Amount
Duininck, Inc. Prinsburg, MN	\$480,250.35
R&G Construction Co. Marshall, MN	\$491,626.50

AND WHEREAS, it appears that Duininck, Inc. of Prinsburg, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$480,250.35, in the name of the City of Marshall for the above referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 10th day of May, 2022.

ATTEST:

City Clerk

Mayor

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

State Of Minnesota – S.P. 139–591–001

City of Marshall, Minnesota

Project Number ST-006

Construction Plans for Sidewalk, Curb and Gutter, Signs and Miscellaneous Work

School Pedestrian Crossing Signage and Improvements Project

Various Locations in SECTIONS 3, 4, 9, 10 T111N, R41W

MN Proj. No.

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantities
3	Construction Notes
4	Median Details
5 - 6	Signing Details
7	Storm Water Pollution Prevention Plan Details
8	Traffic Control Details
9 - 10	Traffic Control Layouts
11 - 12	Removal Sheets
13 - 17	Plan Sheets
18 - 23	Pedestrian Curb Ramp Details
24 - 27	Driveway and Sidewalk Details

THIS PLAN CONTAINS 27 SHEETS.

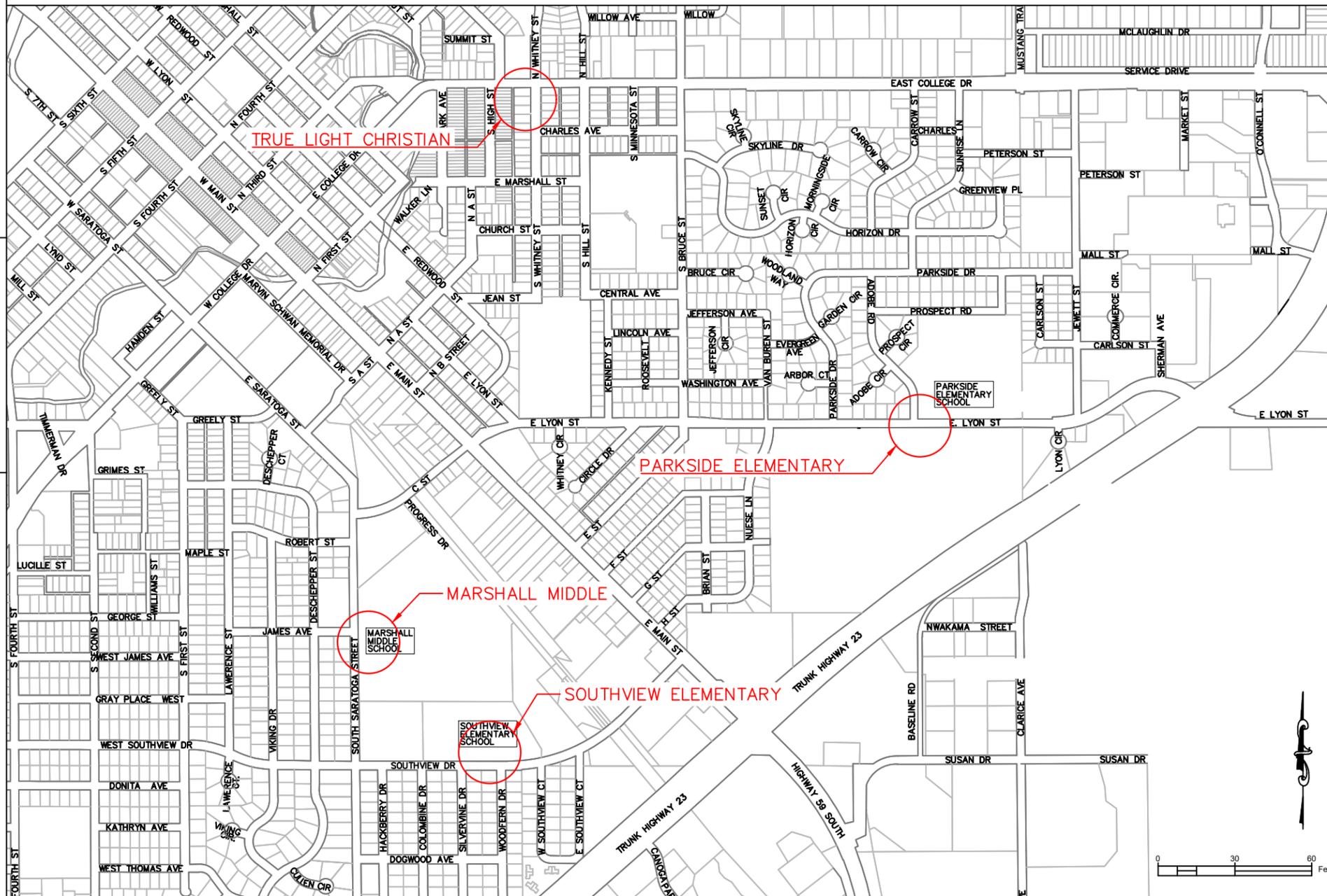
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

APPROVED: JASON R. ANDERSON, P.E. DATE: _____
REG NO 53322

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

DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY DATE: _____

APPROVED FOR FEDERAL AND STATE AID FUNDING: STATE AID ENGINEER DATE: _____



LEGEND

ALIGNMENT STATIONS	_____
EXISTING GAS LINE	_____
EXISTING COMMUNICATION LINE	_____
EXISTING FIBER LINE	— FIB — FIB —
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" 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

GROSS LENGTH TRUE LIGHT CHRISTIAN	3504	FEET	0.66	MILES
GROSS LENGTH MARSHALL MIDDLE	659	FEET	0.13	MILES
GROSS LENGTH SOUTHVIEW ELEMENTARY	662	FEET	0.13	MILES
GROSS LENGTH PARKSIDE ELEMENTARY	1173	FEET	0.22	MILES
EXCEPTIONS	0	FEET	0	MILES
NET LENGTH	5998	FEET	1.14	MILES

DESIGN DATA

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

SCALES

PLAN	N.T.S.
PROFILE	N/A
INDEX MAP	N.T.S.
GENERAL LAYOUT	VAR.

DESIGNED BY: J.L.D.
DRAWN BY: J.L.D.
Item 3. R.A.
E: N.T.S.

DATE	REVISIONS	INIT.


ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

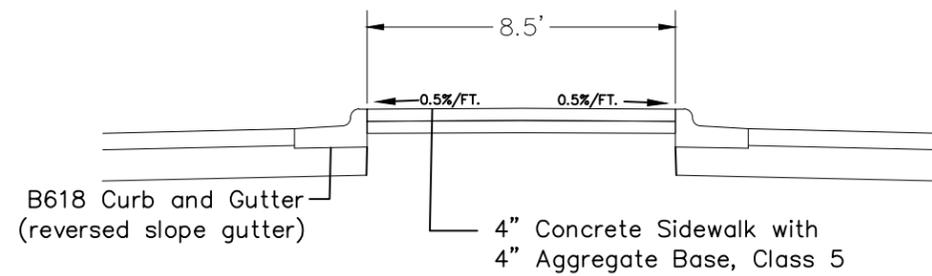
SCHOOL PED. CROSSING SIGNAGE AND IMPROVEMENTS
 TITLE SHEET

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. SP 139-591-001	SHEET NO. Page 33

Proposed Typical Section

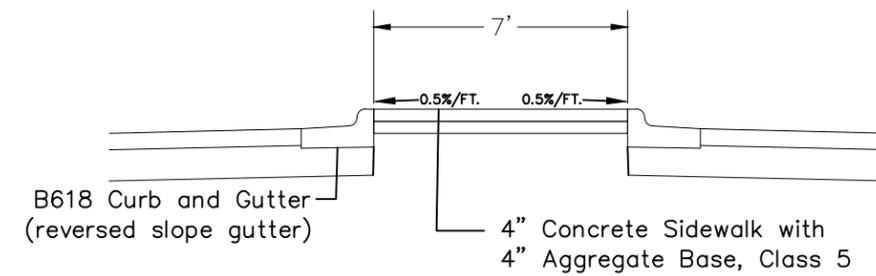
Profile Across Median

Marshall Middle
Southview Elementary



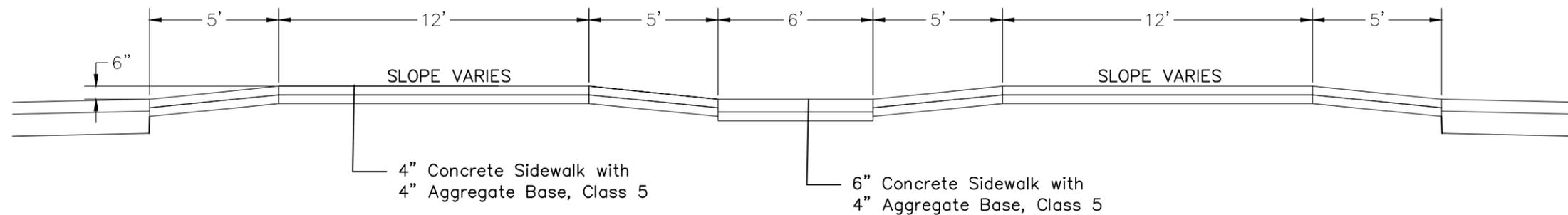
Not to Scale

Parkside Elementary



Not to Scale

Profile Along Median



Not to Scale

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 3.			
E: N/A			



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

PEDESTRIAN CROSSING IMPROVEMENTS

REFUGE ISLAND MEDIAN DETAILS

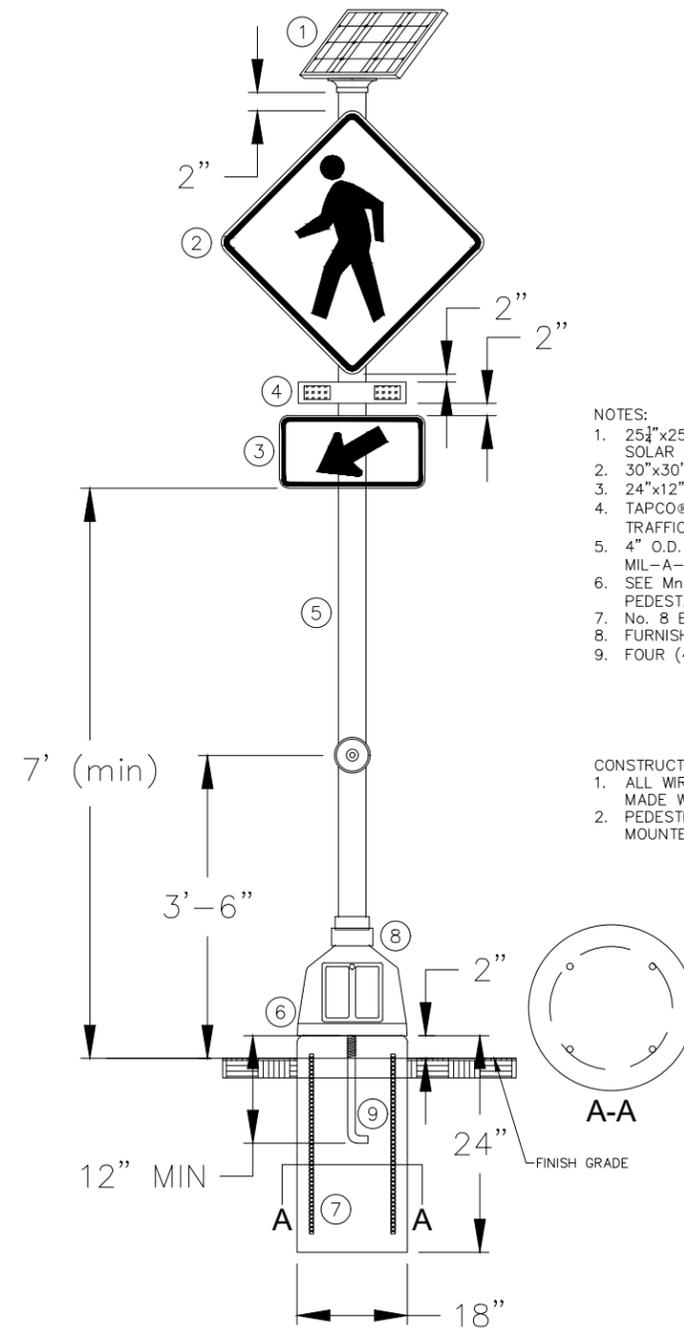
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	SH Page 34

Signing Detail

PEDESTRIAN CROSSWALK FLASHER SYSTEM (RRFB) DETAIL



- NOTES:
1. 25 1/4" x 25 3/4" (OR APPROVED EQUAL) 55W/12V SOLAR PANEL MOUNTED AT 45°-60° SOLAR PANEL TO BE POSITIONED FACING SOUTH WITH 50Ah 12V BATTERY
 2. 30" x 30" W11-2 YELLOW
 3. 24" x 12" W16-7P(L or R) YELLOW
 4. TAPCO® LED RECTANGULAR RAPID-FLASH BEACON (RRFB) WITH BEACON FACING TRAFFIC (OR APPROVED EQUAL)
 5. 4" O.D. SCHEDULE 40 ALUMINUM POLE & BASE WITH ANODIC COATING AS PER MIL-A-8625C FOR TYPE II, CLASS 1 COATING.
 6. SEE Mn/DOT STANDARD PLATE No. 8122 "PEDESTAL AND PEDESTAL BASE" FOR PEDESTAL DETAILS.
 7. No. 8 BARS WILL BE USED FOR REINFORCING IN THE PEDESTAL BASE
 8. FURNISH AND INSTALL WIND COLLAR ASSEMBLY.
 9. FOUR (4) 3/4" DIA. ANCHOR RODS, NUTS AND WASHERS PER SPEC. 3385

- CONSTRUCTION NOTE:
1. ALL WIRING SHALL BE KEPT INSIDE THE POLE. POLE OPENINGS SHALL BE MADE WATER TIGHT USING APPROVED GASKETS, GROMMETS & SEALANT.
 2. PEDESTRIAN PUSH BUTTON, STROBE BAR & SOLAR PANEL SHALL BE MOUNTED PER MANUFACTURER SPEC. USING VANDAL PROOF HARDWARE.

System A		
Note	Quantity	Description
1	2	25 1/4" x 25 3/4" (Or Approved Equal) Solar Panel
2	2	30" x 30" W11-2 Yellow Sign
3	2	24" x 12" W16-7P(L) Yellow Sign
4	2	TAPCO® LED Rectangular Rapid-Flash Beacon (RRFB)
5	2	4" O.D. Sch 40 Aluminum Pole & Base w/ Anodic Coating

System A shall consist of 2 Pole/Sign assemblies. Both shall be with single sign assembly (W11-2, W16-7P, and RRFB) mounted facing the adjacent direction of traffic. Systems shall include controllers to activate flashing beacon on all signs at that location when any push button is activated.

System B		
Note	Quantity	Description
1	3	25 1/4" x 25 3/4" (Or Approved Equal) Solar Panel
2	4	30" x 30" W11-2 Yellow Sign
3	2	24" x 12" W16-7P(L) Yellow Sign
3	2	24" x 12" W16-7P(R) Yellow Sign
4	4	TAPCO® LED Rectangular Rapid-Flash Beacon (RRFB)
5	3	4" O.D. Sch 40 Aluminum Pole & Base w/ Anodic Coating

System B shall consist of 3 Pole/Sign assemblies. Two shall be with single sign assembly (W11-2, W16-7P, and RRFB) mounted facing one direction of traffic. Third shall be a single pole with back-to-back sign assemblies facing both directions of traffic. Push button on the third shall be facing towards the pedestrian crossing location. Systems shall include controllers to activate flashing beacon on all signs at that location when any push button is activated.

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 3.			
E: N/A			



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

PEDESTRIAN CROSSING IMPROVEMENTS
SIGNING DETAILS

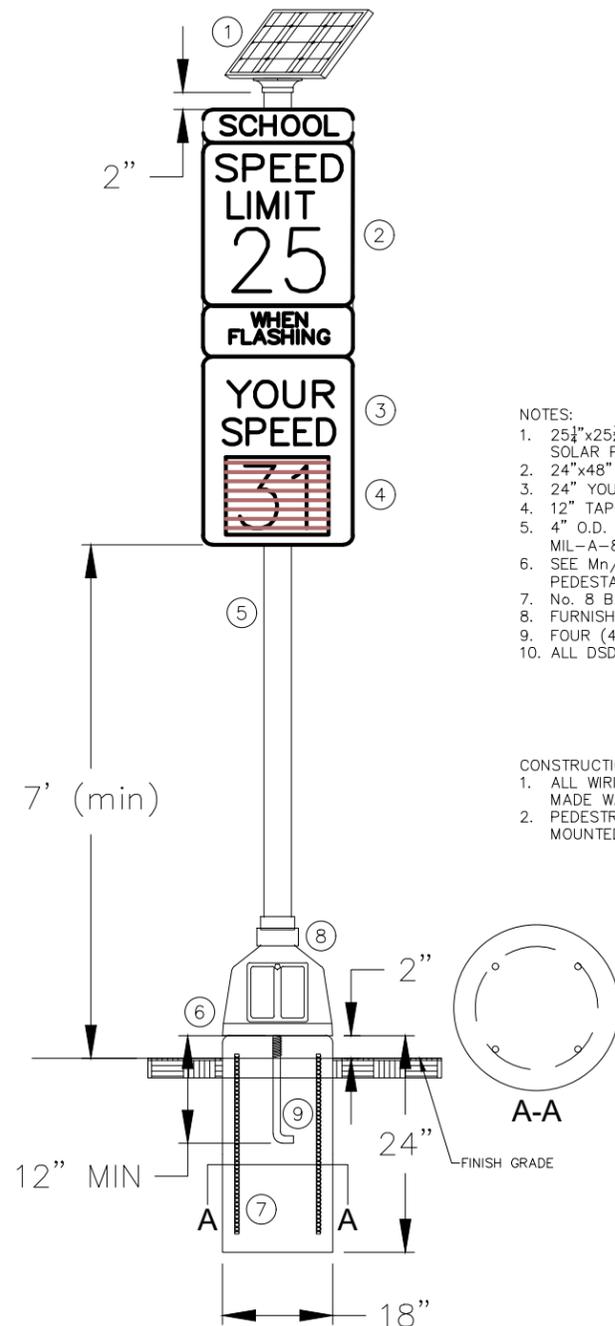
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 00/00/21 LICENSE NO.: 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	Page 35

Signing Detail

SPEED LIMIT FLASHER SYSTEM (DSD) DETAIL



- NOTES:
1. 25 1/4" x 25 3/4" (OR APPROVED EQUAL) 85W/12V SOLAR PANEL MOUNTED AT 45°-60° SOLAR PANEL TO BE POSITIONED FACING SOUTH WITH 35Ah 12V BATTERY
 2. 24"x48" S5-1 WHITE WITH FLASHING LED (ONE SIDE OF POLE FACING TRAFFIC)
 3. 24" YOUR SPEED STATIC YELLOW (ONE SIDE OF POLE FACING TRAFFIC)
 4. 12" TAPCO@LED RADAR FEEDBACK SIGN PANEL (OR APPROVED EQUAL)
 5. 4" O.D. SCHEDULE 40 ALUMINUM POLE & BASE WITH ANODIC COATING AS PER MIL-A-8625C FOR TYPE II, CLASS 1 COATING.
 6. SEE Mn/DOT STANDARD PLATE No. 8122 "PEDESTAL AND PEDESTAL BASE" FOR PEDESTAL DETAILS.
 7. No. 8 BARS WILL BE USED FOR REINFORCING IN THE PEDESTAL BASE
 8. FURNISH AND INSTALL WIND COLLAR ASSEMBLY.
 9. FOUR (4) 3/4" DIA. ANCHOR RODS, NUTS AND WASHERS PER SPEC. 3385
 10. ALL DSD SYSTEMS SHALL INCLUDE ABILITY TO REMOTE ACTIVATE THE SYSTEMS.

- CONSTRUCTION NOTE:
1. ALL WIRING SHALL BE KEPT INSIDE THE POLE. POLE OPENINGS SHALL BE MADE WATER TIGHT USING APPROVED GASKETS, GROMMETS & SEALANT.
 2. PEDESTRIAN PUSH BUTTON, STROBE BAR & SOLAR PANEL SHALL BE MOUNTED PER MANUFACTURER SPEC. USING VANDAL PROOF HARDWARE.

System Details		
Note	Quantity	Description
1	2	25 1/4" x 25 3/4" (Or Approved Equal) Solar Panel
2	2	24" x 48" S5-1 White Sign w/ Flashing LED
3	2	24" Your Speed Static Yellow Sign
4	2	12" TAPCO LED Radar Feedback Sign Panel (or approved equal)
5	2	4" O.D. Sch 40 Aluminum Pole & Base w/ Anodic Coating
6	2	24" x 30" S5-3 White Sign on Square Tubing Post

System shall consist of 4 Pole/Sign assemblies. 2 Pole assemblies will consist of the Dynamic Speed Display (as shown). Remaining 2 Pole assemblies will be the S5-3 sign on square tubing post. Both shall assemblies will have signs mounted facing the adjacent direction of traffic.

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 3.			
E: N/A			


ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS
 SIGNING DETAILS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: 00/00/21 LICENSE NO.: 53322

CITY PROJECT NO. ST-006 DATE 11/03/2021
 STATE AID PROJECT NO. 139-591-001 SH Page 36

True Light Christian – Installation

MN TH 19/College Drive

Item	1	2
B624 Curb & Gutter	13.5 LF	11 LF
Bituminous Patching	3 SY	2.4 SY
4" Concrete Walk	184 SF	98 SF
6" Concrete Walk	84 SF	49 SF
Truncated Domes	13 SF	9 SF

True Light Christian – Sign Locations

MN TH 19/College Drive

Install
 Pedestrian Crosswalk Flasher System (RRFB) – System A – 1 System
 Speed Limit Flasher System (DSD) – 1 System

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 3.			
N.T.S.			



ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS

PLAN – TRUE LIGHT CHRISTIAN

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

DATE: 00/00/21 LICENSE NO.: 53322

CITY PROJECT NO. ST-006 DATE 11/03/2021

STATE AID PROJECT NO. 139-591-001

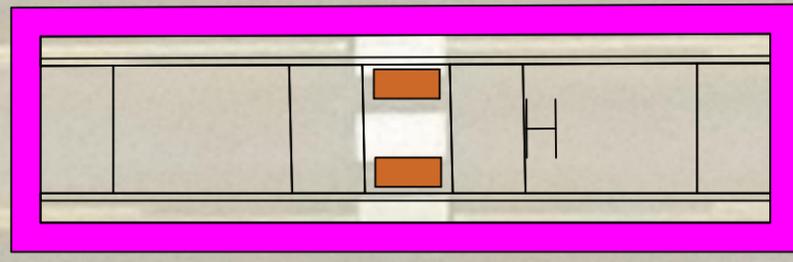
Page 37

Marshall Middle – Installation

Existing MMU Electric

Existing MMU Water

Saratoga Street



Install
 B618 Curb & Gutter = 100 LF
 Bituminous Patch = 29.6 SY
 4" Concrete Walk = 392 SF
 6" Concrete Walk = 51 SF
 Truncated Domes = 18 SF

Marshall Middle – Sign Locations

S5-3

DSD

RRFB – 1 Sided

Saratoga Street

RRFB – 2 Sided

DSD

S5-3

Install
 Pedestrian Crosswalk Flasher System (RRFB) – System B – 1 System
 Speed Limit Flasher System (DSD) – 1 System

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 3.			
N.T.S.			

ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS

PLAN – MARSHALL MIDDLE

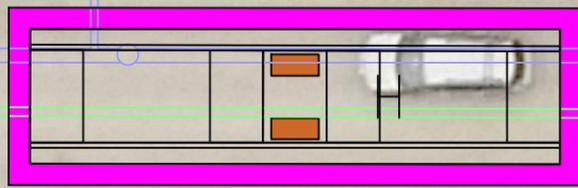
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DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-006 DATE 11/03/2021

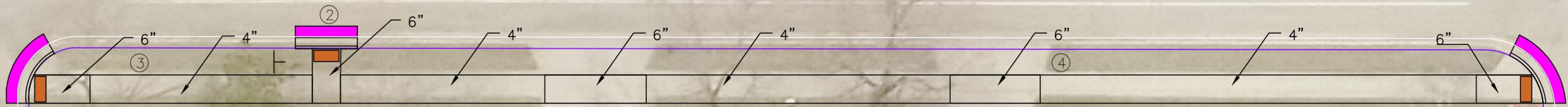
STATE AID PROJECT NO. 139-591-001 SH Page 38

Southview Elementary – Installation



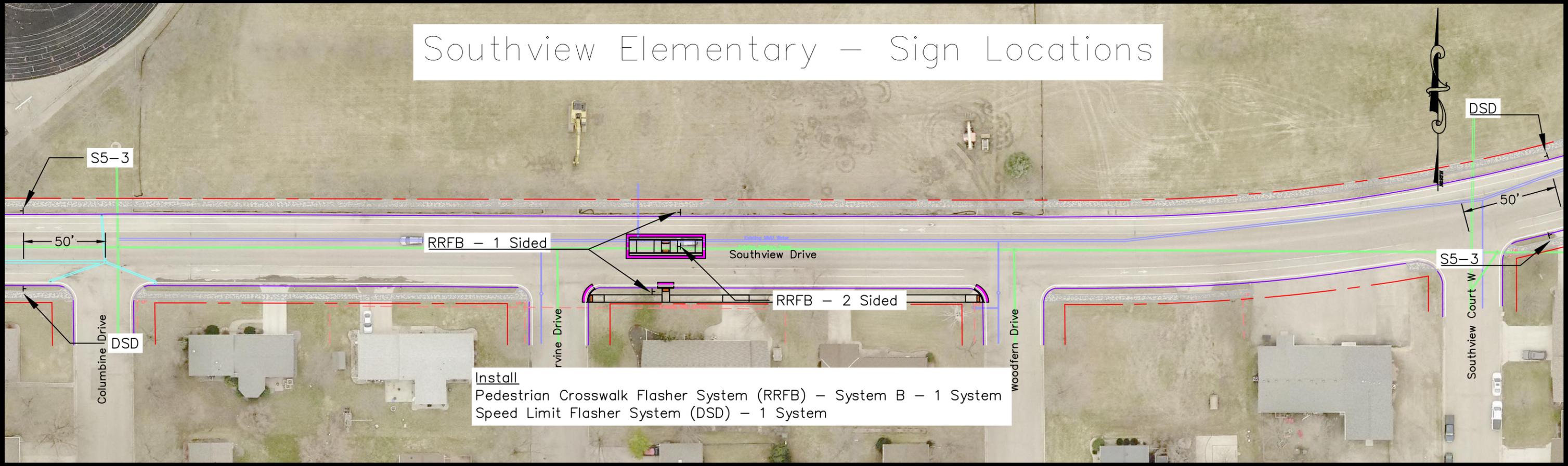
Existing MMU Water
Existing Sanitary Sewer
Southview Drive

Item	1	2	3	4
B618 Curb & Gutter	100 LF	11 LF	12 LF	12 LF
Bituminous Patching	32.1 SY	2.4 SY	2.7 SY	2.7 SY
4" Concrete Walk	392 SF	0	198 SF	837 SF
6" Concrete Walk	51 SF	49 SF	53 SF	56 SF
6" Concrete Driveway Pavement	0	0	0	18.9 SY
Truncated Domes	18 SF	9 SF	9 SF	9 SF



Existing MMU Electric

Southview Elementary – Sign Locations



Install
Pedestrian Crosswalk Flasher System (RRFB) – System B – 1 System
Speed Limit Flasher System (DSD) – 1 System

DESIGNED BY: J.L.D.
DRAWN BY: J.L.D.
Item 3.
N.T.S.

DATE	REVISIONS	INIT.

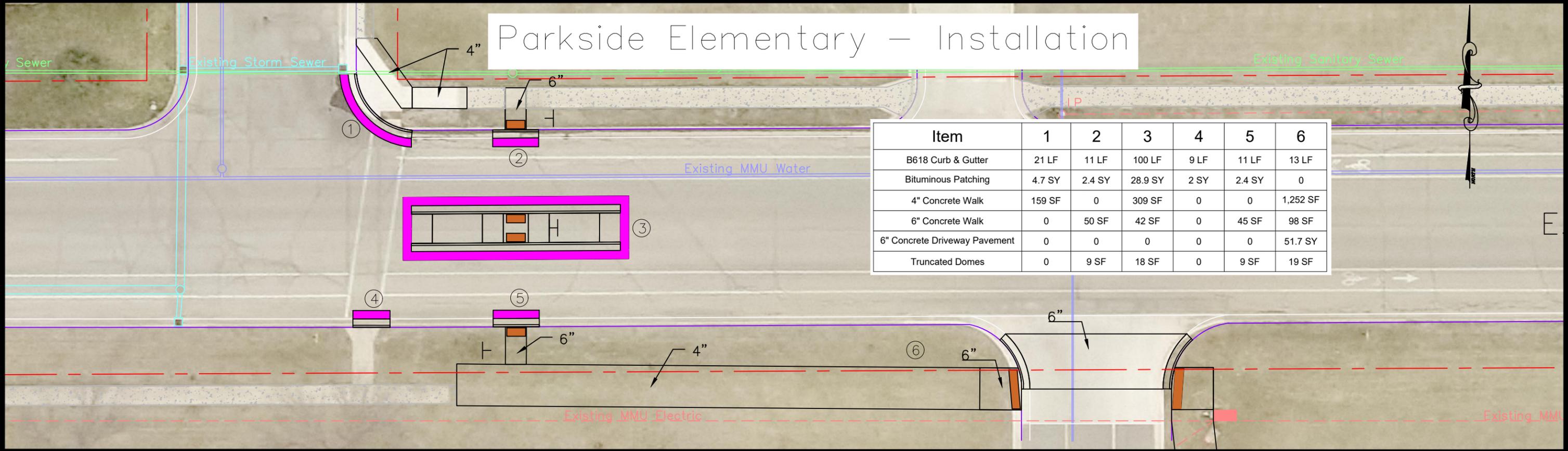
ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

PEDESTRIAN CROSSING IMPROVEMENTS
PLAN – SOUTHVIEW ELEMENATARY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE 00/00/21 LICENSE NO. 53322

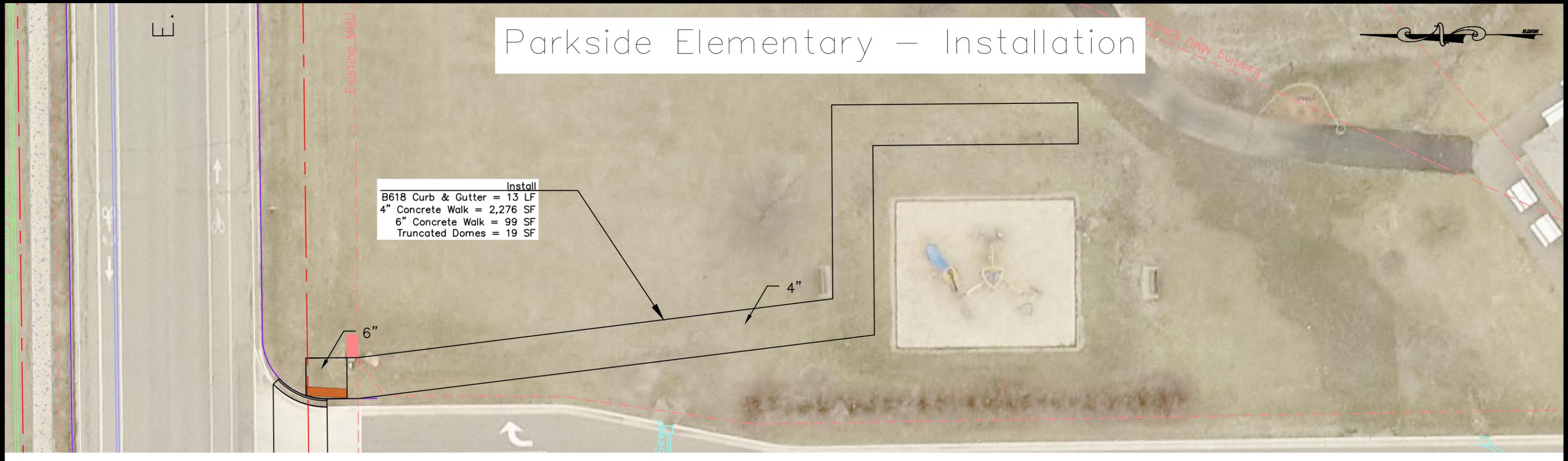
CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	Page 39

Parkside Elementary – Installation



Item	1	2	3	4	5	6
B618 Curb & Gutter	21 LF	11 LF	100 LF	9 LF	11 LF	13 LF
Bituminous Patching	4.7 SY	2.4 SY	28.9 SY	2 SY	2.4 SY	0
4" Concrete Walk	159 SF	0	309 SF	0	0	1,252 SF
6" Concrete Walk	0	50 SF	42 SF	0	45 SF	98 SF
6" Concrete Driveway Pavement	0	0	0	0	0	51.7 SY
Truncated Domes	0	9 SF	18 SF	0	9 SF	19 SF

Parkside Elementary – Installation



Install
 B618 Curb & Gutter = 13 LF
 4" Concrete Walk = 2,276 SF
 6" Concrete Walk = 99 SF
 Truncated Domes = 19 SF

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 3			
N.T.S.			

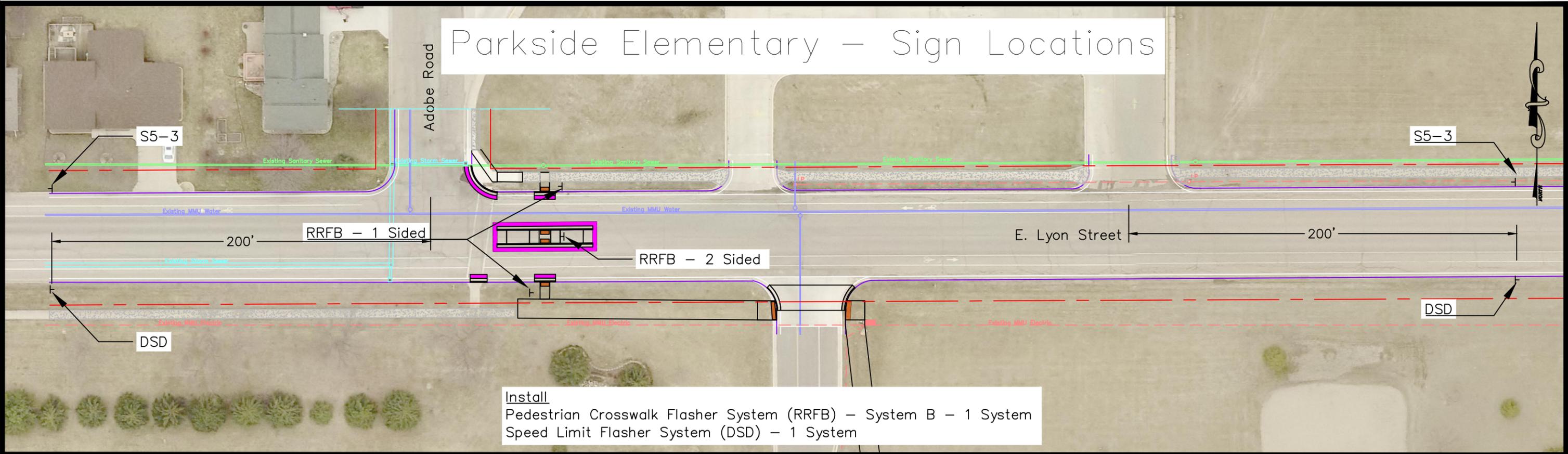

ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS
 PLAN – PARKSIDE ELEMENATARY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-006
 DATE 11/03/2021
 STATE AID PROJECT NO. 139-591-001
 Page 40

Parkside Elementary – Sign Locations



Install
 Pedestrian Crosswalk Flasher System (RRFB) – System B – 1 System
 Speed Limit Flasher System (DSD) – 1 System

DESIGNED BY: J.L.D.
DRAWN BY: J.L.D.
Item 3.
E: N.T.S.

DATE	REVISIONS	INIT.



ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS
 PLAN – PARKSIDE ELEMENATARY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	SH Page 41

Meeting Date:	Tuesday, May 10, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider the request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 21, 2022).
Background Information:	<p>Attached is a request from the Marshall Downtown Business Association requesting the closing of the following streets on Thursday, July 21, 2022 from 6:00 a.m. to 7:00 p.m. for the Annual Crazy Days activities:</p> <ul style="list-style-type: none"> - Main Street from College Drive (intersection of T.H. 19 & T.H. 59) northwest to North 6th Street - North 3rd Street from Main Street to Lyon Street - 4th Street from the alley south of Main Street (behind Bot Appliance) to the alley north of Main Street (behind Wells Fargo) - 5th Street to the alleys south and north of Main Street. <p>If the request is approved by Council, the request will then be submitted to Mn/DOT for their approval and implementation of the detour route. This request has presented no significant public safety problems in the past, and it is not expected to be a problem this year either. The Street Department is responsible for the appropriate barricades and signage. If the request is approved, area public safety agencies will be advised of the event so that they are aware of the road blockage/detour.</p>
Fiscal Impact:	Staff time.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve the request of the Marshall Downtown Business Association for street closure for Crazy Days on Thursday, July 21, 2022, contingent on Mn/DOT approval of the permit.



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

Applicant Name: Marshall Downtown Business Association

Applicant Address: 317 West Main Street, Suite 2

Contact Person: Desiree Petrich Phone/Cell#: 507-532-4484

Address of Request: Main Street and 3rd Street

Reason for Request: Crazy Days

Start Date of Request: July 21st 2021 Start Time: 6 am am/pm

End Date of Request: July 21st 2021 End Time: 7 pm am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): Intersection of Hwy 19 & Hwy 59 on Main Street, down to N 5th St Interstion of Main street, as well as 3rd Street from Main Street to Lyon Street

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

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

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

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

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

- If the event or private use area occurs within Mn/DOT right-of-way: 1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way. 2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

5/3/2022 Date

Signature of Applicant (Handwritten Signature)

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

Minnesota State Statutes 169.04 states in part that any parade or assemblage on Trunk Highways requires the consent of the Commissioner of Highways (or his delegate). In order to validate this permit, the City must obtain consent from the Commissioner of Highways prior to approval of this permit (a copy of which is attached).

RECOMMENDATION: _____

Special Provisions: _____

Date

Director of Public Works/City Engineer

=====

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

According to Section 62-6 of the Code of Ordinances, permit granted by the Common Council of the City of Marshall this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

Attachments

Copies to: Director of Public Safety James Marshall
Minnesota Department of Transportation



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, May 10, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Set Public Hearing Date for MS4 Permit Program Summary of the 2021 Activities.
Background Information:	<p>As per the requirements of the federally mandated MS4 Permit Program, a public hearing must be held regarding the program. The public hearing will include a review of the City’s MS4 program and a summary of the 2021 activities. The meeting will include an open forum for answering questions from the general public.</p> <p>Topics addressed by the MS4 program include the following:</p> <ul style="list-style-type: none"> - Storm Water Pollution Prevention Program - Public Education and Outreach on Storm Water Impacts - Public Participation/Involvement - Illicit Discharge Detection and Elimination - Construction Site Storm Water Runoff Control - Post Construction Storm Water Management for New Development & Redevelopment - Pollution Prevention/Good Housekeeping for Municipal Operations
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that City Council schedule a public hearing for Tuesday, June 13, 2022, regarding the MS4 Permit Program and a Summary of the 2021 Activities.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 10, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider a LG220 Application for Exempt Permit for the Pride in the Tiger Foundation.
Background Information:	Attached is an application for Exempt Permit for Pride in the Tiger Foundation for an event to be held on July 11, 2022 at the Marshall Golf Club, 800 Country Club Drive, Marshall.
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to Pride in the Tiger Foundation to hold a raffle on July 11, 2022, at Marshall Golf Club, 800 Country Club Drive, Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30- day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Pride in the Tiger Foundation Previous Gambling Permit Number: [REDACTED]

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

Mailing Address: 400 Tiger Drive

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

Name of Chief Executive Officer (CEO): Krista Bjella - Executive Director

CEO Daytime Phone: 507-537-6920 CEO Email: pitf@marshall.k12.mn.us
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

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

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

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

GAMBLING PREMISES INFORMATION

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

Physical Address (do not use P.O. box): 800 Country Club Drive, Marshall, MN 56258

Check one:

City: Marshall, MN Zip: 56258 County: Lyon

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 11, 2022

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

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>Marshall, MN</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: *Krista Bjella* Date: 4-21-22

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

Print Name: Krista Bjella

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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<p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, May 10, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor License for the Knights of Columbus Holy Redeemer.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for the Knights of Columbus Holy Redeemer Council 1621 to use at the Lyon County Fair Grounds on May 20, 2022.
Fiscal Impact:	\$30.00/day
Alternative/ Variations:	None recommended
Recommendations:	To approve a Temporary On-Sale Liquor License for the Knights of Columbus Holy Redeemer Council 1621 to use at the Lyon County Fair Grounds on May 20, 2022.



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

Name of organization	Date organized	Tax exempt number
Knights of Columbus Holy Redeemer Council 1621	4/1/1912	

Address	City	State	Zip Code
P.O. Box 1105	Marshall	MN	56258

Name of person making application	Business phone	Home phone
Michael Oney		507-828-0517

Date(s) of event	Type of organization		
May 20, 2022	<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Michael Gruhot	Marshall	MN	56258

Organization officer's name	City	State	Zip Code
Kevin Gruhot	Marshall	MN	56258

Organization officer's name	City	State	Zip Code
Michael Oney	Marshall	MN	56258

Location where permit will be used. If an outdoor area, describe.

Inside the Holy Redeemer Food Stand Building located at the Lyon County Fairgrounds in Marshall MN. If weather is favorable, customer will receive bottled beer beverage inside building and consume at picnic table immediately outside building.

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

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

APPROVAL

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

Marshall
 City or County approving the license

\$30.
 Fee Amount

5-2-22
 Date Fee Paid

5/20/22
 Date Approved

5/20/22
 Permit Date

Kyle-box@ci.marshall.mn.us
 City or County E-mail Address

507-537-6775
 City or County Phone Number

Kyle Box
 Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY OR COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

Item 7.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 10, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor License for Southwest Minnesota State University.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for Southwest Minnesota State University to use at the Regional Event Center, 1501 State St., on September 10, 2022.
Fiscal Impact:	\$30.00/day
Alternative/ Variations:	None recommended
Recommendations:	To approve a Temporary On-Sale Liquor License for Southwest Minnesota State University to use at the Regional Event Center, 1501 State St., on September 10, 2022.



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

Name of organization		Date organized	Tax exempt number	
Southwest Minnesota State University		10/17/1963	[REDACTED]	
Organization Address	City	State	Zip Code	
1501 State Street	Marshall	MN	56258	
Name of person making application		Business phone	Home phone	
Allison Monson		507 - 537-7133	[REDACTED]	
Date(s) of event	Type of organization		<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer	
Saturday, September 10, 2022 (Ag Bowl)	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit			
Organization officer's name	City	State	Zip Code	
Nathan Polfliet	Marshall	MN	56258	
Organization officer's name	City	State	Zip Code	
Devin Gorter	Marshall	MN	56258	
Organization officer's name	City	State	Zip Code	
		MN		

Location where permit will be used. If an outdoor area, describe.
Regional Events Center

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
North Risk Partners 2,000,000 / 2,000,000

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official _____ Please Print Name of City Clerk or County Official _____

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY OR COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

CONSENT FOR THE RELEASE OF INFORMATION

Date: 4/28/2022

The following named individual has made application with this agency for (license type)

Temporary Liquor License - September 10, 2022

Last Name: Monson
First Name: Allison
Middle: Elizabeth
Maiden, Alias or Former: Kruger
Date of Birth: 10/06/1980
(MM/DD/YYYY)
Sex (M or F): F
Drivers License Number: L-782-155-247-017
Drivers License State: Minnesota
Phone Number: 507-829-4564

I authorize the City of Marshall Police Department to disclose all applicable criminal history record information to the City of Marshall for the purpose of licensure (pursuant to Minn. Stat. § 299C.72 and/or Minn. Stat. § 340A.402).

The expiration of this authorization shall be for a period no longer than one year from the date of my signature.



Signature of Applicant Date

Office of City Clerk
344 West Main Street - Marshall, MN 56258
(507) 537-6775
www.ci.marshall.mn.us

Certificate of Compliance

Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry. A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number (507) 537-6285	Alternate telephone number	
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) SOUTHWEST MINNESOTA STATE UNIVERSITY			
DBA ("doing business as" or "also known as" an assumed name), if applicable			
Business address (must be physical street address, no P.O. boxes) 1501 STATE STREET	City MARSHALL	State MN	ZIP code 56258
County LYON	Email address Nathan.Polfliet@SMSU.EDU		

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. **I have a workers' compensation insurance policy.**

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
---------------	----------------	-----------------

I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance.)

2. **I am not required to have workers' compensation insurance because:**

- I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name

Nathan Polfliet

Applicant signature (required)

Nathan Polfliet

Title

Executive Director

Date

4/22/2022

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.

MINNESOTA LIQUOR LIABILITY ASSIGNED RISK PLAN
Minnesota Joint Underwriting Association
12400 Portland Ave S, Suite 190, Burnsville, MN 55337
(952) 641-0260 WWW.MJUA.ORG

APPLICATION FOR LIQUOR LIABILITY COVERAGE

SPECIAL EVENT & SEASONAL

Enclosed is an "Application for Coverage" and rate schedule for the Minnesota Liquor Liability Assigned Risk Plan. (The Plan) This coverage available through the MJUA is subject to the same requirements and conditions applicable to other risks.

No application will be accepted unless the application is fully completed, legible and signed by an authorized representative of the Applicant (License Holder).

The following MUST accompany the completed application:

1. A copy of the applicant's liquor license(s) clearly indicating the name of the Legal Licensee and issuing authority. **We will accept the completed application for a pending license.**
2. Full premium payment. Checks should be made payable to "MJUA". **We no longer accept agency checks.** Payments must be made in the form of a check or money order from insured. All refunds or over payments will be issued back to the insured.
3. Copy of ordinance if Increased Limits or being listed as an Additional Insured are required by licensing authority.

This is an audited policy. Final premium will be calculated after audit is completed. Audits are to be submitted with supporting documentation with 30 days from policy expiration date.

A written rejection is not presently required for a "Special Event". The above required documentation should be submitted directly to the Minnesota Joint Underwriting Association (MJUA). A qualifying liquor vendor can choose to submit application direct to the Plan without the services of an agent.

The rate for the minimum limits of liability under Minnesota Statutes is \$5 per \$100 of gross liquor receipts. Minimum premium is \$125/day for events of 4 days or less. For events of 5 days or more, the minimum premium is \$625. The \$5 rate applies to sales in excess of sales necessary to generate the minimum premium. You must maintain daily records of receipts for events of less than 5 days.

Agents do NOT have binding authority on behalf of the Plan.

The agent may not sign on behalf of the License Holder. Agent commission is 10%

Minnesota Joint Underwriting Association
12400 Portland Ave S, Suite 190, Burnsville, MN 55337
(952) 641-0260 WWW.MJUA.ORG

MINIMUM LIMITS OF LIABILITY PER MINNESOTA STATUTES

<u>Coverage</u>	<u>Limits of Liability</u>
Bodily Injury	\$ 50,000 each person \$100,000 each occurrence
Property Damage	\$ 10,000 each occurrence
Loss of Means of Support	\$ 50,000 each person \$100,000 each occurrence
Pecuniary Loss	\$ 50,000 each person \$100,000 each occurrence
Annual Aggregate	\$310,000

ANNUAL RATES FOR ABOVE LIMITS
(Per \$100 of Liquor Sales)

Classification	Minimum Premium	Rate
Special Events (1-4 days)	\$125/day (up to \$2500/day in liquor sales)	\$5.00
Seasonal (5 days or more)	\$625 (up to \$12,500/season in liquor sales)	\$5.00

INCREASED LIMITS FACTORS

Note – Increased limits and Additional Insured listings are available only to vendors who are REQUIRED to do so by their local licensing authority. The MJUA requires that it be provided with a copy of the ordinance at the same time an application is submitted.

The factors shown below must be applied to the rates and minimum premiums shown for the applicable classification on previous page.

<u>Increased Limits</u>	<u>Factor</u>	<u>Special Event Minimum Premium</u>	<u>Special Event Rate Per \$100 of Sales</u>
100/300/20/310	1.17	\$146.25	\$5.85/100
100/300/50/310	1.18	\$147.50	\$5.90/100
500/500/100/500	1.50	\$187.50	\$7.50/100
1M/1M/300/1M	1.64	\$205.00	\$8.20/100
1500/1500/50/1500	1.65	\$206.00	\$8.25/100
1M/2M/300/2M	1.66	\$208.00	\$8.30/100
2M/2M/1500/2M	1.88	\$235.00	\$9.40/100

Minnesota Joint Underwriting Association
12400 Portland Ave S, Suite 190, Burnsville, MN 55337
(952) 641-0260 WWW.MJUA.ORG

**SPECIAL EVENT OR SEASONAL - SHORT TERM
Application for Liquor Liability Coverage**

Coverage will not be bound if the correct premium payment, current license or license application,
and this signed & completed application are not attached.
Coverage cannot be bound prior to 12:01 a.m. the day following receipt of the above.

Legal Name Of Applicant: Southwest Minnesota State University

Trade Name (Dba): SMSU Foundation (As Shown On License)

Mailing Address: 1501 State Street

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

Phone: 507/ 537-6285 Email: _____

Type Of Ownership: Corporation Individual Partnership Non-Profit Other

Agency Name: North Risk Partners Agent: Missy Will

Mailing Address: 200 South O'Connell MJUA Agency Code 3405

City: Marshall State: MN Zip: 56258 Phone: 507/ 401-2300

Email: missy.will@northriskpartners.com TaxID: _____

APPROVED LICENSE OR COMPLETED LICENSE APPLICATION MUST ACCOMPANY THIS FORM

****NOTE: WE WILL ACCEPT THE COMPLETED LICENSE APPLICATION UNTIL LICENSE IS APPROVED****

TYPE OF LICENSE: TEMPORARY 1-4 DAY NUMBER OF DAYS? _____
 SEASONAL NUMBER OF MONTHS? _____
 CATERING OTHER, EXPLAIN _____

License Approved? Yes No If Yes, Current Licensing Period _____ To _____ License # _____

Proposed Effective Date: From 9/10/2022 To 9/11/2022 12:01 A.M.

Will Event Go Past 12:00am? Yes No If Yes, List Time As Stated On License: _____

Event Location: **as stated on license** - If An Outdoor Area, Describe.

Regional Events Center

A POLICY CAN NOT BE ISSUED WITHOUT A LIQUOR LICENSE OR the application for a pending liquor license.

Certificate Holder (City Or County Approving The License): City of Marshall

Mailing Address: 200 South O'Connell

City: Marshall State: Mn Zip Code: 56258

Does The Licensing Authority Require To Be Listed As An Additional Insured On Insurance Certificate?

Yes No If Yes, Attach Ordinance Or Letter From Licensing Authority

Does The Licensing Authority Require Your Policy To Have Increased Limits?

Yes No If Yes, Please See Attached Increased Limits Factor Section & Attach Ordinance

****Minimum premium covers up to \$2,500 alcohol sales per day for special events & up to \$12,500 alcohol sales per season. The rate for the minimum limits of liability under Minnesota Statutes is \$5 per \$100 of gross liquor receipts.****

Estimated Gross Receipts From Alcoholic Beverage Sales:

Special Event \$ 4,000 Seasonal \$ 4,000

Gross Alcohol Sales Receipts From Past Season Or Event: \$ 4,000

Has Applicant Previously Had A Liquor Liability Policy With MJUA?

Yes No If Yes, Previous Policy # _____

Has Applicant Submitted Audits For Previous Policies? Yes No

Will Alcoholic Beverages Be Included In Ticket Sales At Event?

Yes No If Yes, How Do You Track Alcoholic Beverage Sales? _____

*****This is an audited policy. Final premium is calculated after audit is completed. Audits are to be submitted with supporting documents within 30 days after policy expiration date.*****

CAUTION:

Any misrepresentation made by the applicant can void coverage or result in cancellation. False or misleading answers to the following questions would constitute gross misrepresentation and **VOID COVERAGE**.

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL APPLICANTS.

❖ Does the applicant conduct any activities outside the state of Minnesota for which the applicant is applying for insurance from MJUA? No Yes

❖ If yes, identify the percentage amount of the applicant's activities conducted outside the state of Minnesota; the states in which those activities are conducted; and describe such activities. _____

❖ Does the applicant understand that the insurance being applied for does not cover, and will not indemnify, the applicant for any liability or loss arising from the applicant's activities that are conducted substantially outside the state of Minnesota, unless required by statute, ordinance, or otherwise required by Minnesota law.

No Yes

Has license ever been revoked/suspended? Yes No If yes, list date and explanation:

A "Loss" does not include "notice of claim." Unless, following receipt of notice, your insurer or you in the event you were self-insured made a payment in settlement of the claim or the insurer established a reserve for the loss.

A "Violation" includes any conviction on a charge brought against the applicant or any employee or agent of the applicant arising out of the illegal sale of liquor.

You must submit LOSS RUNS from previous carriers, if applicable, for three years preceding your request for coverage. In the event you were self-insured, please submit a listing of all claims made against your establishment during your period of self-insurance. Loss history must be submitted for each of the three years.

PREVIOUS COVERAGE INFORMATION:

Do You Have Any Previous Liquor Claims? Yes No

Previous three years of insurance coverage prior to effective date of coverage desired:

	<u>CARRIER</u>	<u>POLICY #</u>	<u>POLICY PERIOD</u>	<u>LOSSES AND VIOLATIONS</u>
1)	Minnesota Joint Underwriting Association L 220010		2/19/22 - 2/20/22	No Losses +
2)	Minnesota Joint Underwriting Association L190317		1/31/20 - 2/1/20	No Losses +
3)	Minnesota Joint Underwriting Association L 190314		9/7/19 - 9/8/19	No Losses

Applicant agrees to permit contract administrator to audit applicant's books and records during normal working hours to extent deemed necessary to verify information relating to receipts from Liquor Sales and/or other matters concerning the coverage applied for.

APPLICANT'S NAME: Allison Monson TITLE: Associate Director of Att

APPLICANT'S SIGNATURE:  DATE: 4-29-22

A POLICY CAN NOT BE ISSUED WITHOUT A LIQUOR LICENSE OR the application for a pending liquor license.

No application will be accepted unless the application is fully completed, legible and signed by an authorized representative of the applicant (license holder).

ATTACH ALL REQUIRED DOCUMENTS WITH THIS APPLICATION

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your annual premium that is attributable to coverage for acts of terrorism is, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder/Applicant's Signature



Print Name

Allison Monson

Date

Name of Insurer: Minnesota Joint Underwriting Association

Policy Number: _____



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, May 10, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor License for SMSU Foundation.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for the SMSU Foundation to use at SMSU RA Facility, 1501 State St., October 1, 2022.
Fiscal Impact:	\$30.00/day
Alternative/Variations:	None recommended
Recommendations:	To approve a Temporary On-Sale Liquor License for the SMSU Foundation to use at SMSU RA Facility, 1501 State St., October 1, 2022.



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

Name of organization: Southwest Minnesota State University Foundation
 Date organized: 10-17-1963
 Tax exempt number: [REDACTED]

Organization Address: 1501 State Street
 City: Marshall State: MN Zip Code: 56258

Name of person making application: Nathan Polfliet
 Business phone: 507/ 537-6285 Home phone: [REDACTED]

Date(s) of event: Saturday, October 1, 2022 (Homecoming)
 Type of organization: Microdistillery Small Brewer
 Club Charitable Religious Other non-profit

Organization officer's name: Jerry Bly
 City: Marshall State: MN Zip Code: 56258

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

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

Location where permit will be used. If an outdoor area, describe.
 SMSU - RA Facility/Parking Lot

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 North Risk Partners 2,000,000 / 2,000,000

APPROVAL

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

_____ City or County approving the license	_____ Date Approved
_____ Fee Amount	_____ Permit Date
_____ Date Fee Paid	_____ City or County E-mail Address
	_____ City or County Phone Number

Signature City Clerk or County Official

Please Print Name of City Clerk or County Official

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

CONSENT FOR THE RELEASE OF INFORMATION

Date: April 20, 2022

The following named individual has made application with this agency for (license type)

TEMPORARY LIQUOR LICENSE

Last Name: POLFLIET
First Name: NATHAN
Middle: A.
Maiden, Alias or Former: --
Date of Birth: 2/12/1977
(MM/DD/YYYY)
Sex (M or F): M
Drivers License Number: 5229-164-555-213
Drivers License State: MINNESOTA
Phone Number: 507/ 537-6285

I authorize the City of Marshall Police Department to disclose all applicable criminal history record information to the City of Marshall for the purpose of licensure (pursuant to Minn. Stat. § 299C.72 and/or Minn. Stat. § 340A.402).

The expiration of this authorization shall be for a period no longer than one year from the date of my signature.


Signature of Applicant

4/22/2022
Date

City of Marshall
Office of City Clerk
344 West Main Street
Marshall, MN 56258
(507) 537-6775
www.ci.marshall.mn.us

Certificate of Compliance

Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry. A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number (507) 537-6285	Alternate telephone number	
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) SOUTHWEST MINNESOTA STATE UNIVERSITY <i>fdtr</i>			
DBA ("doing business as" or "also known as" an assumed name), if applicable			
Business address (must be physical street address, no P.O. boxes) 1501 STATE STREET	City MARSHALL	State MN	ZIP code 56258
County LYON	Email address Nathan.Polfiet@SMSU.EDU		

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
---------------	----------------	-----------------

I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see www.mn.gov/commerce/industries/insurance/licensing/self-insurance.)

2. I am not required to have workers' compensation insurance because:

- I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name Nathan Polfiet		
Applicant signature (required) <i>Nathan Polfiet</i>	Title Executive Director	Date 4/22/2022

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.

MINNESOTA LIQUOR LIABILITY ASSIGNED RISK PLAN
Minnesota Joint Underwriting Association
12400 Portland Ave S, Suite 190, Burnsville, MN 55337
(952) 641-0260 WWW.MJUA.ORG

APPLICATION FOR LIQUOR LIABILITY COVERAGE

SPECIAL EVENT & SEASONAL

Enclosed is an "Application for Coverage" and rate schedule for the Minnesota Liquor Liability Assigned Risk Plan. (The Plan) This coverage available through the MJUA is subject to the same requirements and conditions applicable to other risks.

No application will be accepted unless the application is fully completed, legible and signed by an authorized representative of the Applicant (License Holder).

The following MUST accompany the completed application:

1. A copy of the applicant's **liquor license(s)** clearly indicating the name of the Legal Licensee and issuing authority. **We will accept the completed application for a pending license.**
2. Full premium payment. Checks should be made payable to "MJUA". **We no longer accept agency checks.** Payments must be made in the form of a check or money order from insured. All refunds or over payments will be issued back to the insured.
3. Copy of ordinance if **Increased Limits** or being listed as an **Additional Insured** are required by licensing authority.

This is an audited policy. Final premium will be calculated after audit is completed. Audits are to be submitted with supporting documentation with 30 days from policy expiration date.

A written rejection is not presently required for a "Special Event". The above required documentation should be submitted directly to the Minnesota Joint Underwriting Association (MJUA). A qualifying liquor vendor can choose to submit application direct to the Plan without the services of an agent.

The rate for the minimum limits of liability under Minnesota Statutes is \$5 per \$100 of gross liquor receipts. Minimum premium is \$125/day for events of 4 days or less. For events of 5 days or more, the minimum premium is \$625. The \$5 rate applies to sales in excess of sales necessary to generate the minimum premium. You must maintain daily records of receipts for events of less than 5 days.

Agents do NOT have binding authority on behalf of the Plan.

The agent may not sign on behalf of the License Holder. Agent commission is 10%

Minnesota Joint Underwriting Association
12400 Portland Ave S, Suite 190, Burnsville, MN 55337
(952) 641-0260 WWW.MJUA.ORG

MINIMUM LIMITS OF LIABILITY PER MINNESOTA STATUTES

<u>Coverage</u>	<u>Limits of Liability</u>
Bodily Injury	\$ 50,000 each person \$100,000 each occurrence
Property Damage	\$ 10,000 each occurrence
Loss of Means of Support	\$ 50,000 each person \$100,000 each occurrence
Pecuniary Loss	\$ 50,000 each person \$100,000 each occurrence
Annual Aggregate	\$310,000

ANNUAL RATES FOR ABOVE LIMITS

(Per \$100 of Liquor Sales)

Classification	Minimum Premium	Rate
Special Events (1-4 days)	\$125/day (up to \$2500/day in liquor sales)	\$5.00
Seasonal (5 days or more)	\$625 (up to \$12,500/season in liquor sales)	\$5.00

INCREASED LIMITS FACTORS

Note – Increased limits and Additional Insured listings are available only to vendors who are REQUIRED to do so by their local licensing authority. The MJUA requires that it be provided with a copy of the ordinance at the same time an application is submitted.

The factors shown below must be applied to the rates and minimum premiums shown for the applicable classification on previous page.

<u>Increased Limits</u>	<u>Factor</u>	<u>Special Event Minimum Premium</u>	<u>Special Event Rate Per \$100 of Sales</u>
100/300/20/310	1.17	\$146.25	\$5.85/100
100/300/50/310	1.18	\$147.50	\$5.90/100
500/500/100/500	1.50	\$187.50	\$7.50/100
1M/1M/300/1M	1.64	\$205.00	\$8.20/100
1500/1500/50/1500	1.65	\$206.00	\$8.25/100
1M/2M/300/2M	1.66	\$208.00	\$8.30/100
2M/2M/1500/2M	1.88	\$235.00	\$9.40/100

Minnesota Joint Underwriting Association
12400 Portland Ave S, Suite 190, Burnsville, MN 55337
(952) 641-0260 WWW.MJUA.ORG

**SPECIAL EVENT OR SEASONAL - SHORT TERM
Application for Liquor Liability Coverage**

Coverage will not be bound if the correct premium payment, current license or license application,
and this signed & completed application are not attached.
Coverage cannot be bound prior to 12:01 a.m. the day following receipt of the above.

Legal Name Of Applicant: Southwest Minnesota State University Foundation

Trade Name (Dba): SMSU Foundation (As Shown On License)

Mailing Address: 1501 State Street

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

Phone: 507/ 537-6285 Email: _____

Type Of Ownership: Corporation Individual Partnership Non-Profit Other

Agency Name: North Risk Partners Agent: Missy Will

Mailing Address: 200 South O'Connell MJUA Agency Code 3405

City: Marshall State: MN Zip: 56258 Phone: 507/ 401-2300

Email: missy.will@northriskpartners.com TaxID: _____

APPROVED LICENSE OR COMPLETED LICENSE APPLICATION MUST ACCOMPANY THIS FORM

****NOTE: WE WILL ACCEPT THE COMPLETED LICENSE APPLICATION UNTIL LICENSE IS APPROVED****

TYPE OF LICENSE: TEMPORARY 1-4 DAY NUMBER OF DAYS? _____
 SEASONAL NUMBER OF MONTHS? _____
 CATERING OTHER, EXPLAIN _____

License Approved? Yes No If Yes, Current Licensing Period _____ To _____ License # _____

Proposed Effective Date: From 10/01/2022 To 10/02/2022 12:01 A.M.

Will Event Go Past 12:00am? Yes No If Yes, List Time As Stated On License: _____

Event Location: as stated on license - If An Outdoor Area, Describe.

SMSU R/A Facility - Parking Lot Areas

A POLICY CAN NOT BE ISSUED WITHOUT A LIQUOR LICENSE OR the application for a pending liquor license.

Certificate Holder (City Or County Approving The License): City of Marshall

Mailing Address: 200 South O'Connell

City: Marshall State: Mn Zip Code: 56258

Does The Licensing Authority Require To Be Listed As An Additional Insured On Insurance Certificate?

Yes No If Yes, Attach Ordinance Or Letter From Licensing Authority

Does The Licensing Authority Require Your Policy To Have Increased Limits?

Yes No If Yes, Please See Attached Increased Limits Factor Section & Attach Ordinance

****Minimum premium covers up to \$2,500 alcohol sales per day for special events & up to \$12,500 alcohol sales per season. The rate for the minimum limits of liability under Minnesota Statutes is \$5 per \$100 of gross liquor receipts.****

Estimated Gross Receipts From Alcoholic Beverage Sales:

Special Event \$ 4,000 Seasonal \$ 4,000

Gross Alcohol Sales Receipts From Past Season Or Event: \$ 4,000

Has Applicant Previously Had A Liquor Liability Policy With MJUA?

Yes No If Yes, Previous Policy # _____

Has Applicant Submitted Audits For Previous Policies? Yes No

Will Alcoholic Beverages Be Included In Ticket Sales At Event?

Yes No If Yes, How Do You Track Alcoholic Beverage Sales? _____

*****This is an audited policy. Final premium is calculated after audit is completed. Audits are to be submitted with supporting documents within 30 days after policy expiration date. *****

CAUTION:

Any misrepresentation made by the applicant can void coverage or result in cancellation. False or misleading answers to the following questions would constitute gross misrepresentation and **VOID COVERAGE.**

THE FOLLOWING QUESTIONS MUST BE ANSWERED BY ALL APPLICANTS.

- ❖ Does the applicant conduct any activities outside the state of Minnesota for which the applicant is applying for insurance from MJUA? No Yes
- ❖ If yes, identify the percentage amount of the applicant's activities conducted outside the state of Minnesota; the states in which those activities are conducted; and describe such activities. _____

❖ Does the applicant understand that the insurance being applied for does not cover, and will not indemnify, the applicant for any liability or loss arising from the applicant's activities that are conducted substantially outside the state of Minnesota, unless required by statute, ordinance, or otherwise required by Minnesota law.

No Yes

Has license ever been revoked/suspended? Yes No If yes, list date and explanation:

A "Loss" does not include "notice of claim." Unless, following receipt of notice, your insurer or you in the event you were self-insured made a payment in settlement of the claim or the insurer established a reserve for the loss.

A "Violation" includes any conviction on a charge brought against the applicant or any employee or agent of the applicant arising out of the illegal sale of liquor.

You must submit LOSS RUNS from previous carriers, if applicable, for three years preceding your request for coverage. In the event you were self-insured, please submit a listing of all claims made against your establishment during your period of self-insurance. Loss history must be submitted for each of the three years.

PREVIOUS COVERAGE INFORMATION:

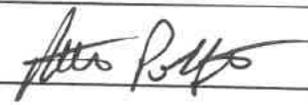
Do You Have Any Previous Liquor Claims? Yes No

Previous three years of insurance coverage prior to effective date of coverage desired:

	<u>CARRIER</u>	<u>POLICY #</u>	<u>POLICY PERIOD</u>	<u>LOSSES AND VIOLATIONS</u>
1)	Minnesota Joint Underwriting Association L 220010		2/19/22 - 2/20/22	No Losses
2)	Minnesota Joint Underwriting Association L 190317		1/31/20 - 2/1/20	No Losses
3)	Minnesota Joint Underwriting Association L 190314		9/7/19 - 9/8/19	No Losses

Applicant agrees to permit contract administrator to audit applicant's books and records during normal working hours to extent deemed necessary to verify information relating to receipts from Liquor Sales and/or other matters concerning the coverage applied for.

APPLICANT'S NAME: Nathan Polfiet TITLE: Executive Director

APPLICANT'S SIGNATURE:  DATE: 4/22/2022

A POLICY CAN NOT BE ISSUED WITHOUT A LIQUOR LICENSE OR the application for a pending liquor license.

No application will be accepted unless the application is fully completed, legible and signed by an authorized representative of the applicant (license holder).

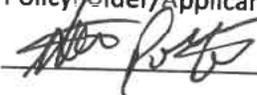
ATTACH ALL REQUIRED DOCUMENTS WITH THIS APPLICATION

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your annual premium that is attributable to coverage for acts of terrorism is, and does not include any charges for the portion of losses covered by the United States government under the Act.

I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE, AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.

Policyholder/Applicant's Signature



Print Name

Nathan Polfliet, Ex. Director

Date

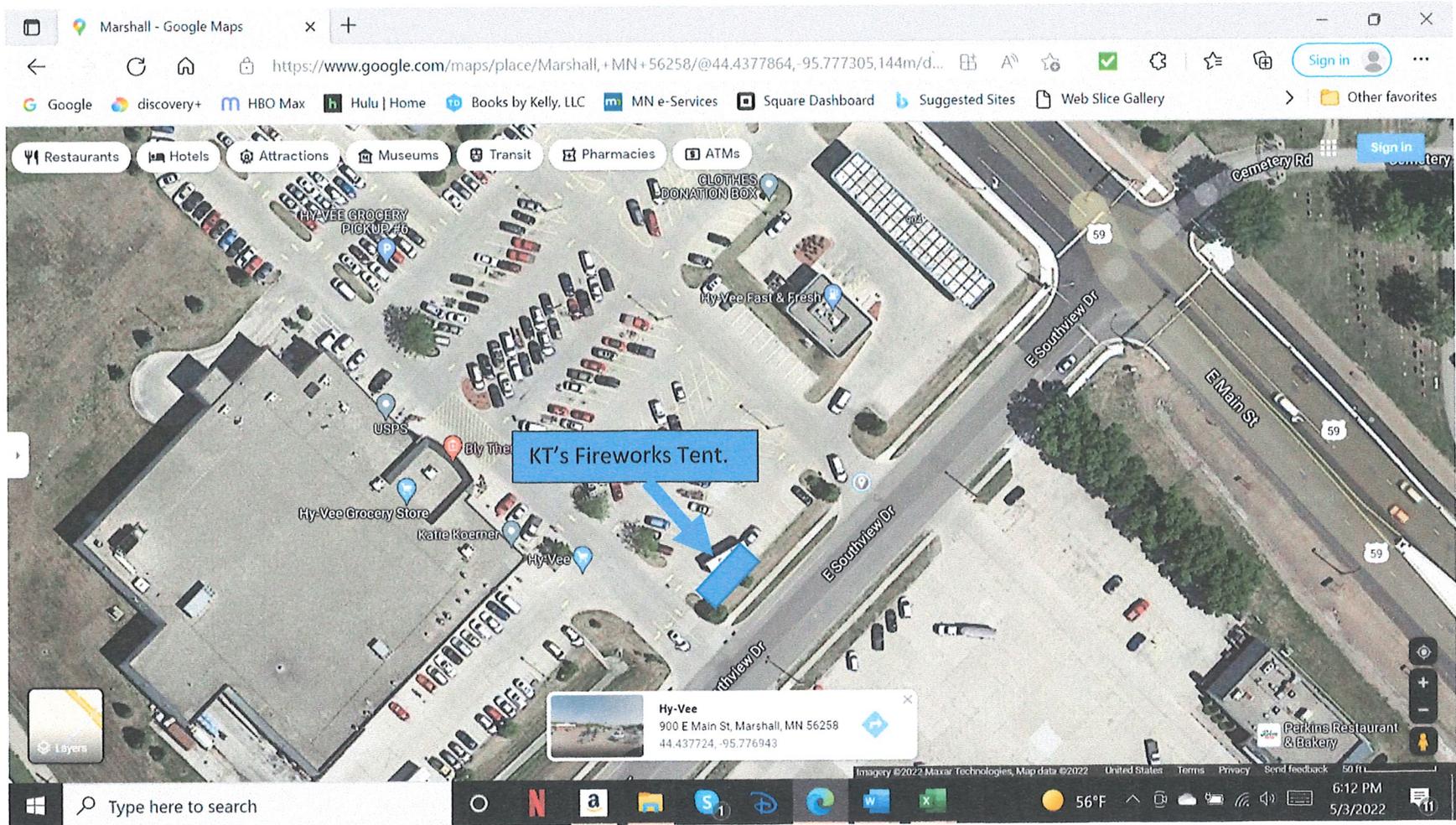
Name of Insurer: Minnesota Joint Underwriting Association

Policy Number: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 10, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval for a Transient Merchant License for KT's Fireworks.
Background Information:	Attached is a Transient Merchant License application from KT's Fireworks to sell Minnesota approved Safe and Sane Fireworks in the HyVee parking lot located at 900 East Main Street. This license will expire on July 23, 2022. Their application indicates that they will be selling fireworks from June 23 – July 4, 2022.
Fiscal Impact:	\$30
Alternative/ Variations:	None Recommended.
Recommendations:	To approve the Transient Merchant License for KT's Fireworks.

KT's Fireworks Site Plan Hy-Vee, Marshall, MN



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of MedSurety to administer health savings and medical spending accounts
Background Information:	<p>The City currently utilizes a vendor called Further to administer our employee health savings and medical spending accounts. These accounts include HSA, VEBA, Dependent Care (daycare), and medical Flexible Spending Accounts (FSA). In April of 2021, it was announced that Further would be acquired by Health Equity. On November 1, 2021, Health Equity formally acquired Further, and declined to sign the agreement on the VEBA product due to IRS funding restriction language. This means that effective September 30, 2022, our employee VEBA accounts will cease to be managed by Health Equity. Therefore, the City needs to contract with a new vendor to manage our health savings and medical spending accounts.</p> <p>Over the past several months, our Broker, Bill Chukuske (National Insurance Services), has been proactively looking for a solution for our group. There are two vendor options available to the City: MedSurety or WEX. Bill and City staff are recommending Council approval of a contract with MedSurety, the lowest cost provider, to administer our medical spending accounts.</p> <p>Cost proposals: MedSurety: \$3.00 per participant per month. Annual approx. cost of \$3,168. WEX: \$3.75 per participant per month. Annual approx. cost of \$3,960.</p> <p>MedSurety has committed to providing a reduction in per participant costs and a smooth transition. Our existing provider, Further, charges \$3.75 per participant per month for single account holders and \$4.10 for those with multiple accounts. Total cost to the City with Further is approximately \$4,293 annually. If the Council approves an agreement with MedSurety, the costs would be a flat \$3.00 per participant per month, for an annual cost of approximately \$3,168, which is an annual savings of \$1,125.</p> <p>If approved by the Council, Staff would provide Further the required 60-day termination notice and begin the transition. MedSurety would become our administrator on all health savings and medical spending accounts effective October 1, 2022. MedSurety has also offered to waive set up fees, and offered the City a 3-year rate guarantee beginning 01/01/2023 through 12/31/2025. Staff would work with Bill and NIS staff to communicate this change to employees.</p>
Fiscal Impact:	Reduction in annual costs. Our annual account administration fee would be approximately \$3,168, a savings of \$1,125, and includes a 3-year rate guarantee through 12/31/2025.
Alternative/Variations:	None recommended.
Recommendation:	To authorize staff to approve an agreement with MedSurety to administer the health savings and medical spending accounts.

Attached is the proposal for NIS (National Insurance Services) from Medsurety for VEBA, HSA, FSA, LPPFA and Dependent Care. COBRA optional.

Rates:

- \$3.00 PPPM for any account combination or one account (VEBA, FSA, LPPFA, HSA, Dependent Account)
- \$1.00 PBEPM for COBRA & State Continuation
- \$0.00 fee for 990 Filing
- 36-month rate guarantee
- No set up fees
- No renewal fees on accounts
- No HSA termination fee if they ever want to leave us
- Check reimbursement is included at no charge

PPPM (per participant per month)

PBEPM (per benefit eligible per month)

www.medsurety.com

Founded by David R. Cantu, MEDSURETY is built upon over 15 years of strategic leadership in the healthcare industry.

Having worked at one of the most recognized healthcare insurance companies in the country, one of the top three largest consulting firms in the world and a top 10 medical spending account administrator, he is well versed at assisting companies with the design and implementation of cost effective benefit strategies involving consumer directed health plans and healthcare consumer resources that provide companies advantages in recruiting and retaining top talent to execute on their business strategies.

MEDSURETY offers a complete line of tax-advantaged accounts and services including HSAs, HRAs, QSE-HRAs, FSAs, DCAPs, VEBAs, Wellness Plans, Commuter Benefits, COBRA and more.

MEDSURETY partners with Healthcare Bank, a top 10 Health Savings Account (HSA) custodian in the United States. Healthcare Bank currently services over 450,000 accounts and over \$650 million in HSA deposits. Healthcare Bank is a division of Bell Bank (member FDIC). Bell Bank is one of the Midwest's largest privately held financial institutions, with combined asset management of over \$4 billion dollars.

We, NIS, have had a partnership with Medsurety since 2018.

MHC Benefits Solution Fee Schedule

HSA Administrative Fees (Standalone)* – per participant per month	\$2.75
Administrative Fees (Bundled FSA, VEBA, HSA or any combination of products) – per participant per month	\$3.75
WEX is waiving the monthly minimum fee	

MHC, administered by WEX, does not charge renewal fees.

Monthly administrative fees are guaranteed for five years.

WEX reserves the right to increase fees at any time that are caused by Federal postal rate increases, increases in bank fees, or that are due to Federal legislative changes.

Key Differentiators:

- A responsive participant services team and on-demand resources to help your employees get more out of their benefits and reduce questions about their plans.
- Free debit cards, one mobile app, and one online account to manage benefits
- Free to invest after your balance hits \$2,000 in HSA cash accounts
- Standard HSA fund lineup & Health Savings Brokerage Account
- Lincoln Stable Value Fund guaranteed rate of return
- Free to invest VEBA balance in nearly 30 funds – first dollar at no additional cost
- Designated service support for employees and member organizations

Ongoing Education:

We have a number of resources and tools to help employees achieve their goals in our Benefits Toolkit at wexinc.com/insights/benefits-toolkit, including:



Interactive eligible expenses list.



Knowledgebase of help articles and micro videos with more than 3 million views.



Benefits calculator to help your employees see how our benefits help them save money and increase their take-home pay.



Blog and podcast to help you and them learn the latest insight and news regarding their employee benefits.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 10, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 04/29/2022 - 05/10/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
5813	ACE HOME & HARDWARE	04/29/2022	EFT	0.00	271.45	9520
5813	ACE HOME & HARDWARE	05/06/2022	EFT	0.00	158.96	9574
6128	ACTION CO LLC	04/29/2022	EFT	0.00	112.50	9521
6128	ACTION CO LLC	05/06/2022	EFT	0.00	2,210.00	9575
6404	ADVANCED HEALTH, SAFETY & SECURITY	05/06/2022	Regular	0.00	1,440.00	121134
0560	AFSCME COUNCIL 65	04/29/2022	EFT	0.00	1,348.95	9522
0578	AMAZON CAPITAL SERVICES	04/29/2022	EFT	0.00	708.95	9523
0578	AMAZON CAPITAL SERVICES	05/06/2022	EFT	0.00	404.64	9576
3761	AMERICAN BOTTLING CO.	04/29/2022	Regular	0.00	139.40	121102
0583	AMERICAN FAMILY LIFE ASSURANCE CO	04/29/2022	EFT	0.00	2,376.36	9524
5837	ANDERSON, JASON	04/29/2022	EFT	0.00	119.95	9525
5837	ANDERSON, JASON	05/06/2022	EFT	0.00	80.00	9577
6975	APH STORES, INC	04/29/2022	Regular	0.00	19,505.00	121103
0630	ARCTIC GLACIER	05/06/2022	Regular	0.00	137.78	121135
5447	ARTISAN BEER COMPANY	04/29/2022	EFT	0.00	1,124.70	9526
5447	ARTISAN BEER COMPANY	05/06/2022	EFT	0.00	923.30	9578
5327	BAUMANN, ADAM	05/06/2022	EFT	0.00	30.00	9579
0688	BELLBOY CORPORATION	04/29/2022	EFT	0.00	5,970.74	9527
0689	BEND RITE FABRICATION INC	04/29/2022	Regular	0.00	38.92	121104
0689	BEND RITE FABRICATION INC	05/06/2022	Regular	0.00	106.94	121136
6339	BESSE, NATHAN	05/06/2022	EFT	0.00	132.00	9580
0699	BEVERAGE WHOLESALERS	04/29/2022	Regular	0.00	23,582.67	121105
0699	BEVERAGE WHOLESALERS	05/06/2022	Regular	0.00	17,425.00	121137
0707	BISBEE PLUMBING AND HEATING INC	05/06/2022	Regular	0.00	1,446.15	121138
0018	BORDER STATES ELECTRIC SUPPLY	04/29/2022	EFT	0.00	158.32	9528
0018	BORDER STATES ELECTRIC SUPPLY	05/06/2022	EFT	0.00	2.88	9581
6231	BOX, KYLE	05/06/2022	EFT	0.00	30.00	9582
3829	BRAU BROTHERS	05/06/2022	Regular	0.00	478.00	121139
4457	BREAKTHRU BEVERAGE	04/29/2022	Regular	0.00	4,400.28	121106
4457	BREAKTHRU BEVERAGE	05/06/2022	Regular	0.00	3,849.06	121140
3568	BRUNSVOLD, QUENTIN	05/06/2022	EFT	0.00	30.00	9583
5005	BRUNSVOLD, RYAN	05/06/2022	EFT	0.00	101.90	9584
0378	BUYASSE, JASON	05/06/2022	EFT	0.00	30.00	9585
0379	BYRNES, ROBERT J	05/06/2022	EFT	0.00	188.37	9586
6744	C&L DISTRIBUTING	04/29/2022	EFT	0.00	1,107.00	9529
0380	CALLENS, DAVID	05/06/2022	EFT	0.00	30.00	9587
6791	CAPITAL ONE	04/29/2022	Regular	0.00	53.62	121108
6791	CAPITAL ONE	05/06/2022	Regular	0.00	58.68	121141
0802	CARLSON & STEWART REFRIG INC	05/06/2022	EFT	0.00	197.65	9588
0815	CATTOOR OIL COMPANY INC	05/06/2022	EFT	0.00	63.51	9589
0818	CAUWELS, ROGER	05/06/2022	EFT	0.00	30.00	9590
0853	CLAREYS SAFETY EQUIPMENT INC	05/06/2022	EFT	0.00	2,614.43	9591
5733	CLARITY TELECOM, LLC	04/29/2022	EFT	0.00	145.00	9530
0875	COMPUTER MAN INC	04/29/2022	EFT	0.00	150.00	9531
0875	COMPUTER MAN INC	05/06/2022	EFT	0.00	45.00	9592
0384	COUDRON, DEAN	05/06/2022	EFT	0.00	30.00	9593
3819	DACOTAH PAPER CO	05/06/2022	EFT	0.00	1,169.92	9594
0950	DAKTRONICS INC	05/06/2022	Regular	0.00	690.00	121142
6537	DEHN, JESSIE	05/06/2022	EFT	0.00	70.00	9595
6472	DEUTZ, LAUREN	05/06/2022	EFT	0.00	80.00	9596
0990	DIAMOND VOGEL, INC	04/29/2022	EFT	0.00	15,782.50	9532
5731	DOLL DISTRIBUTING	04/29/2022	EFT	0.00	9,944.20	9533
5731	DOLL DISTRIBUTING	05/06/2022	EFT	0.00	14,272.19	9597
3566	ELECTRIC MOTOR CO	05/06/2022	EFT	0.00	218.96	9598

Council Check Report

Date Range: 04/29/2022 - 05/10/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1061	EMERGENCY APPARATUS MAINTENANCE INC	05/06/2022	EFT	0.00	3,558.95	9599
4753	ENTERPRISE LEASING CO	05/06/2022	EFT	0.00	56.20	9600
6700	EYEMED VISION CARE	04/29/2022	Regular	0.00	520.16	121109
1090	FASTENAL COMPANY	05/06/2022	EFT	0.00	245.58	9601
4656	FINANCE & COMMERCE	05/06/2022	EFT	0.00	178.90	9602
1126	FLEXIBLE PIPE TOOL COMPANY	05/06/2022	EFT	0.00	383.40	9603
1129	FLOOR TO CEILING STORE	05/06/2022	Regular	0.00	118.21	121143
3772	FRONTIER PRECISION	04/29/2022	EFT	0.00	1,926.00	9534
3772	FRONTIER PRECISION	05/06/2022	EFT	0.00	107.80	9604
4805	FURTHER	04/29/2022	Bank Draft	0.00	15,580.57	DFT0001665
1158	GALLS INC	04/29/2022	EFT	0.00	89.41	9535
1167	GENESIS LAMP CORP.	04/29/2022	Regular	0.00	404.09	121112
6478	GOPHER STATE ONE CALL	05/06/2022	EFT	0.00	201.15	9605
1201	GRAINGER INC	05/06/2022	EFT	0.00	143.80	9606
6127	GRANDVIEW VALLEY WINERY, INC	04/29/2022	Regular	0.00	1,560.00	121113
1243	HARDWARE HANK	04/29/2022	EFT	0.00	248.72	9536
1256	HAWKINS INC	04/29/2022	EFT	0.00	7,090.62	9537
1256	HAWKINS INC	05/06/2022	EFT	0.00	553.00	9607
1267	HEIMAN INC.	05/06/2022	EFT	0.00	72.00	9608
1271	HENLE PRINTING COMPANY	04/29/2022	EFT	0.00	811.30	9538
5515	HOFFMANN, RYAN	05/06/2022	EFT	0.00	30.00	9609
5900	HONETSCHLAGER, ERIC	04/29/2022	Regular	0.00	227.05	121114
1280	HP INC	05/06/2022	Regular	0.00	7,590.00	121144
1311	HYVEE FOOD STORES INC	04/29/2022	Regular	0.00	70.96	121115
1325	ICMA RETIREMENT TRUST #300877	04/29/2022	Regular	0.00	50.00	121116
5546	INDIAN ISLAND WINERY	04/29/2022	Regular	0.00	275.52	121117
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	04/29/2022	EFT	0.00	30.65	9539
1358	INTERNAL REVENUE SERVICE	04/29/2022	Bank Draft	0.00	26,448.10	DFT0001669
1358	INTERNAL REVENUE SERVICE	04/29/2022	Bank Draft	0.00	25,140.41	DFT0001670
1358	INTERNAL REVENUE SERVICE	04/29/2022	Bank Draft	0.00	8,869.10	DFT0001671
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/29/2022	EFT	0.00	6,789.21	9540
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/06/2022	EFT	0.00	10,530.60	9610
5095	KIBBLE EQUIPMENT	04/29/2022	EFT	0.00	553.34	9541
0450	KOPITSKI, JASON	05/06/2022	EFT	0.00	30.00	9611
5377	KRUK, CHRISTOPHER	05/06/2022	EFT	0.00	30.00	9612
1480	LAW ENFORCEMENT LABOR SERVICE INC	04/29/2022	EFT	0.00	1,300.00	9542
6183	LEE, JERRED	05/06/2022	EFT	0.00	30.00	9613
5606	LEGALSHIELD	04/29/2022	Regular	0.00	105.65	121118
6068	LEHMAN, CHRISTINE	04/29/2022	EFT	0.00	95.00	9543
1507	LOCHER BROTHERS INC	05/06/2022	EFT	0.00	1,098.85	9614
1508	LOCKWOOD MOTORS INC.	05/06/2022	EFT	0.00	39.06	9615
6323	LUTHER, ERIC	05/06/2022	EFT	0.00	30.00	9616
3816	LUTHERAN SOCIAL SERVICES	05/06/2022	Regular	0.00	16.10	121145
1530	LYON COUNTY ATTORNEY	05/06/2022	Regular	0.00	50.00	121146
1531	LYON COUNTY AUDITOR-TREASURER	04/29/2022	EFT	0.00	25,192.36	9544
1548	LYON COUNTY LANDFILL	04/29/2022	EFT	0.00	7.00	9545
1548	LYON COUNTY LANDFILL	05/06/2022	EFT	0.00	15.00	9617
1553	LYON COUNTY SHERIFF'S DEPT.	04/29/2022	Regular	0.00	40.00	121119
1565	MACQUEEN EQUIPMENT INC.	04/29/2022	EFT	0.00	1,580.76	9546
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	04/29/2022	EFT	0.00	1,009.94	9547
1575	MAILBOXES & PARCEL DEPOT	05/06/2022	EFT	0.00	22.20	9618
1616	MARSHALL CONVENTION & VISITORS BUREAU	05/06/2022	EFT	0.00	7,000.00	9619
6860	MARSHALL GIRL'S VARSITY HOCKEY	04/29/2022	Regular	0.00	1,000.00	121120
1633	MARSHALL MUNICIPAL UTILITIES	05/06/2022	EFT	0.00	73,794.31	9620
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	04/29/2022	EFT	0.00	64.76	9548
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/06/2022	EFT	0.00	18.47	9623
1649	MARSHALL TRUCK SALVAGE INC.	05/06/2022	Regular	0.00	13.14	121147
0460	MARSHALL, JAMES	05/06/2022	EFT	0.00	80.00	9624
6586	MCDYER TOOLS	04/29/2022	Regular	0.00	135.85	121121
1695	MEIER ELECTRIC INC	04/29/2022	EFT	0.00	540.00	9549
6025	MELLENTHIN, CODY	05/06/2022	EFT	0.00	30.00	9625

Council Check Report

Date Range: 04/29/2022 - 05/10/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4980	MENARDS INC	04/29/2022	Regular	0.00	486.35	121122
4980	MENARDS INC	05/06/2022	Regular	0.00	72.90	121148
3971	MEULEBROECK, ANDY	05/06/2022	EFT	0.00	30.00	9626
6377	MIDWEST TRAINING ASSOCIATES, LLC	05/06/2022	Regular	0.00	8,850.00	121149
4369	MILROY IRISH	04/29/2022	Regular	0.00	100.00	121123
3669	MINNESOTA STATE RETIREMENT SYSTEM	04/29/2022	Bank Draft	0.00	68,987.93	DFT0001667
1839	MINNESOTA VALLEY TESTING LABS INC	05/06/2022	EFT	0.00	246.00	9627
1757	MN CHILD SUPPORT PAYMENT CENTER	04/29/2022	Bank Draft	0.00	386.70	DFT0001662
1757	MN CHILD SUPPORT PAYMENT CENTER	04/29/2022	Bank Draft	0.00	287.49	DFT0001663
1757	MN CHILD SUPPORT PAYMENT CENTER	04/29/2022	Bank Draft	0.00	85.83	DFT0001664
1764	MN DEPT OF EMPLOYMENT & ECONOMIC DEV	04/29/2022	Regular	0.00	21,555.10	121124
3555	MN DOT	04/29/2022	Regular	0.00	300.00	121127
1813	MN POLLUTION CONTROL AGENCY	04/29/2022	Regular	0.00	400.00	121128
1813	MN POLLUTION CONTROL AGENCY	04/29/2022	Regular	0.00	55.00	121129
1813	MN POLLUTION CONTROL AGENCY	05/06/2022	Regular	0.00	15.00	121150
1818	MN REVENUE	04/29/2022	Bank Draft	0.00	11,495.61	DFT0001672
6955	MOBERG, E.J.	05/06/2022	EFT	0.00	80.00	9628
1864	MONTES ELECTRIC INC	05/06/2022	Regular	0.00	121.84	121151
1877	MOTION INDUSTRIES INC	04/29/2022	EFT	0.00	78.42	9550
2512	NATIONWIDE RETIREMENT	04/29/2022	Bank Draft	0.00	200.00	DFT0001658
2512	NATIONWIDE RETIREMENT	04/29/2022	Bank Draft	0.00	6.66	DFT0001659
1923	NCPERS MN GROUP LIFE INS.	04/29/2022	EFT	0.00	240.00	9551
1945	NORMS GTC	04/29/2022	Regular	0.00	89.08	121130
1945	NORMS GTC	05/06/2022	Regular	0.00	37.90	121152
1946	NORTH CENTRAL LABS	05/06/2022	EFT	0.00	1,284.49	9629
3809	O'REILLY AUTOMOTIVE STORES, INC	05/06/2022	EFT	0.00	93.83	9630
6796	ORIGIN WINE & SPIRITS	04/29/2022	EFT	0.00	107.90	9552
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	04/29/2022	EFT	0.00	48.00	9553
2028	PERA OF MINNESOTA REG	04/29/2022	Bank Draft	0.00	60,939.02	DFT0001666
2036	PHILLIPS WINE AND SPIRITS INC	04/29/2022	EFT	0.00	10,411.64	9554
2036	PHILLIPS WINE AND SPIRITS INC	05/06/2022	EFT	0.00	11,618.76	9631
2049	PLUNKETTS PEST CONTROL INC	04/29/2022	EFT	0.00	39.08	9555
2064	POWERPLAN	04/29/2022	Regular	0.00	384.92	121131
2064	POWERPLAN	05/06/2022	Regular	0.00	107.54	121153
0477	PRZYBILLA, SCOTT	05/06/2022	EFT	0.00	30.00	9632
6166	PULVER MOTOR SVC, LLC	04/29/2022	EFT	0.00	80.00	9556
6166	PULVER MOTOR SVC, LLC	05/06/2022	EFT	0.00	80.00	9633
2096	QUARNSTROM & DOERING, PA	05/06/2022	EFT	0.00	11,369.42	9634
2112	R and G CONSTRUCTION COMPANY INC	04/29/2022	EFT	0.00	18,985.00	9557
4826	RIEKE, BENJAMIN	05/06/2022	EFT	0.00	30.00	9635
5940	RINK SYSTEMS	05/06/2022	EFT	0.00	93.43	9636
5732	RITE	04/29/2022	Regular	0.00	272.53	121132
0481	ROKEH, JASON	05/06/2022	EFT	0.00	30.00	9637
2201	RUNNINGS SUPPLY INC	04/29/2022	EFT	0.00	327.91	9558
2201	RUNNINGS SUPPLY INC	05/06/2022	EFT	0.00	545.01	9638
5556	SANDGREN, KAYLYNN	05/06/2022	EFT	0.00	30.00	9639
2248	SCOTT'S TREE SERVICE	05/06/2022	EFT	0.00	6,600.00	9640
6251	SHRED RIGHT	04/29/2022	EFT	0.00	15.00	9559
2284	SIRCHIE	04/29/2022	EFT	0.00	141.29	9560
3495	SMSU	04/29/2022	EFT	0.00	1,950.00	9561
3495	SMSU	05/06/2022	EFT	0.00	795.00	9641
4855	SOUTHERN GLAZER'S OF MN	04/29/2022	EFT	0.00	19,596.25	9562
4855	SOUTHERN GLAZER'S OF MN	05/06/2022	EFT	0.00	13,093.82	9642
2311	SOUTHWEST GLASS CENTER	04/29/2022	EFT	0.00	10.00	9563
2311	SOUTHWEST GLASS CENTER	05/06/2022	EFT	0.00	1,686.25	9643
0491	ST AUBIN, GREGORY	05/06/2022	EFT	0.00	30.00	9644
4522	ST LOUIS MRO INC.	05/06/2022	EFT	0.00	32.00	9645
4510	STANDARD & POORS FINANCIAL SERVICES,LLC	04/29/2022	Regular	0.00	13,538.00	121133
3808	STELTER, GEOFFREY	05/06/2022	EFT	0.00	30.00	9646
4134	STENSRUD, PRESTON	05/06/2022	EFT	0.00	30.00	9647
6706	SUN LIFE FINANCIAL	04/29/2022	EFT	0.00	1,639.65	9564

Council Check Report

Date Range: 04/29/2022 - 05/10/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0495	SWANSON, GREGG	05/06/2022	EFT	0.00	30.00	9648
0147	TAHER FOOD SERVICE	05/06/2022	EFT	0.00	157.00	9649
2428	TITAN MACHINERY	04/29/2022	EFT	0.00	131.00	9566
2428	TITAN MACHINERY	05/06/2022	EFT	0.00	264.95	9650
6389	TOWNE & COUNTRY EXCAVATING LLC	04/29/2022	EFT	0.00	111,888.15	9567
6156	TRUE BRANDS	04/29/2022	EFT	0.00	1,479.74	9568
3342	TRUEDSON, SCOTT	05/06/2022	EFT	0.00	30.00	9651
3443	VALIC DEFERRED COMP	04/29/2022	Bank Draft	0.00	941.61	DFT0001660
3443	VALIC DEFERRED COMP	04/29/2022	Bank Draft	0.00	1,705.77	DFT0001661
6092	VANDERMILLEN, SCOTT	05/06/2022	EFT	0.00	80.00	9652
0512	VANLEEUEWE, SARA J.	05/06/2022	EFT	0.00	70.00	9653
4489	VERIZON WIRELESS	05/06/2022	EFT	0.00	2,356.38	9654
6113	VERSA-VEND VENDING INC	05/06/2022	EFT	0.00	107.80	9655
2538	VIKING COCA COLA BOTTLING COMPANY	04/29/2022	EFT	0.00	381.35	9569
2538	VIKING COCA COLA BOTTLING COMPANY	05/06/2022	EFT	0.00	349.85	9656
4594	VINOCUPIA	04/29/2022	EFT	0.00	1,272.00	9570
6085	VOYA - INVESTORS CHOICE	04/29/2022	Bank Draft	0.00	2,191.90	DFT0001668
5700	WATCH GUARD	05/06/2022	Regular	0.00	1,380.00	121154
5727	WELSH, TRAVIS	05/06/2022	EFT	0.00	169.99	9657
2591	WESTERN PRINT GROUP	04/29/2022	EFT	0.00	77.85	9571
2605	WINE MERCHANTS	04/29/2022	EFT	0.00	161.90	9572
2605	WINE MERCHANTS	05/06/2022	EFT	0.00	5,579.02	9658
2632	ZIEGLER INC	04/29/2022	EFT	0.00	117.30	9573
2632	ZIEGLER INC	05/06/2022	EFT	0.00	64.13	9659

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	48	0.00	133,294.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	223,266.70
EFT's	248	137	0.00	434,369.23
	339	200	0.00	790,930.32

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	48	0.00	133,294.39
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	223,266.70
EFT's	248	137	0.00	434,369.23
	339	200	0.00	790,930.32

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2022	568,385.97
999	POOLED CASH FUND	5/2022	222,544.35
			790,930.32

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

5/10/2022

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:
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	(26,609.74)	14,047,690.26	4,099,265.87	6,918,924.06	3,029,500.33		-	-
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00		2,661,221.96	52,616.00		26,000.00	52,616.00
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kuechle Underground	849,244.50		849,244.50		779,179.36			41,009.44	29,055.70
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	31,330.31	1,955,930.76		1,859,801.49			-	96,129.27
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10		109,320.20			5,753.70	260,585.20
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50		229,255.50				111,888.15	5,888.85	111,478.50
AP-005	101-43400-55120	10/12/2021	A/D Building Roof Repair	Gag Sheet Metal, Inc.	37,200.00	45,399.00	82,599.00		51,879.00	30,720.00		-	-
ST-002	495-43300-55170	2/8/2022	Bituminous Overlay on Various City Streets	Duininck, Inc	560,573.35		560,573.35						560,573.35
ST-003	480-43300-55170	2/8/2022	1st/Greeley/Williams Reconstruction	R & G Construction Co.	1,647,498.69	2,500.00	1,649,998.69				4,655.00	245.00	1,645,098.69
ST-001	101-43300-53425	2/22/2022	Chip Seals	Pearson Bros., Inc.	210,581.00		210,581.00						210,581.00
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72		1,142,009.72						1,142,009.72
					26,081,122.31	801,979.57	26,883,101.88	4,099,265.87	9,958,646.10	8,490,902.34	116,543.15	78,896.99	4,108,127.43

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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Amendment of Ordinance No. 22-003 Chapter 2, Section 2, Boards and Commissions.
Background Information:	<p>The City Council has asked the Legislative and Ordinance Committee to review the current ordinance pertaining to membership to the City’s boards, commissions, bureaus, and authorities. Current membership requirements included living within the Marshall city limits with the exception of the MERIT Center Commission and Diversity, Equity, and Inclusion Commission.</p> <p>At the April 12 Legislative and Ordinance Committee meeting it was unanimously approved the amendments to the City Council for consideration.</p> <p>Amendments include, allowing Airport and Adult Community Center Commission members to live outside of City Limits. Repealing The Hospital Board, and various grammatical and non-substantial changes.</p> <p>On April 26 the City Council introduced the proposed ordinance to be consider at the May 10, 2022 meeting.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	That the City Council Approve the Amendment of Ordinance No. 22-003 Chapter 2, Section 2, Boards and Commissions.

**CITY OF MARSHALL
ORDINANCE 22-003**

**ORDINANCE AMENDING CHAPTER 2, BOARDS, COMMISSIONS, AND
AUTHORITIES**

NOW THEREFORE, be it ordained by the Common Council of the City of Marshall, in the State of Minnesota, as follows:

SECTION 1: **AMENDMENT** “DIVISION 2-VI-6 HUMAN RIGHTS COMMISSION” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-VI-6 ~~HUMAN RIGHTS~~ DIVERSITY, EQUITY, AND INCLUSION
COMMISSION

SECTION 2: **AMENDMENT** “DIVISION 2-VI-11 SENIOR CITIZENS CENTER COMMISSION” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-VI-11 ~~SENIOR CITIZENS~~ ADULT COMMUNITY CENTER COMMISSION

SECTION 3: **AMENDMENT** “Section 2-145 Qualifications And Compensation” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-145 Qualifications And Compensation

- (a) All members to any board, commission, bureau, or authority must be a resident of the city with the exception of the MERIT Center Commission, ~~and~~ Diversity, eEquity, and iInclusion eCommission, Adult Community Center Commission, and Airport Commission.
- (b) All appointed board, commission, bureau or authority members shall serve without compensation, but may be reimbursed for out-of-pocket expenses incurred in the performance of their duties.

(Ord. No. 718 2nd series, 4-11-2017; Ord. No. 21-001, 1-26-2021)

SECTION 4: AMENDMENT “Section 2-227 Annual Report” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-227 Annual Report

~~The hospital board shall make, within five months of the end of the preceding fiscal year, an annual report to the council regarding the condition of their trust, showing the various sums of money received, and how the money has been expended and for what purposes, together with such other information which they may deem of general interest or which the council may request, and shall likewise, make monthly reports of their trust.~~

(Code 1976, § 2.21(5); Ord. No. 551, § 5, 6-5-06)

SECTION 5: AMENDMENT “Section 2-226 Rules And Regulations” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-226 Rules And Regulations

~~The hospital board shall adopt all necessary rules and regulations for their own guidance and for the proper management and operation of such hospital, for the admission of patients thereto, and shall formulate a schedule of charges to be made for all hospital services to be rendered by such hospital, all of which shall be certified to the council as soon as adopted.~~

(Code 1976, § 2.21(4))

SECTION 6: AMENDMENT “Section 2-225 Hospital Fund” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-225 Hospital Fund

~~All monies received and collected from the operation of said hospital, except those funds collected from a business venture defined in section 2-224(a), shall be deposited and credited to a special fund to be known as the hospital fund. The board shall have the exclusive control of said hospital fund and it shall be their duty to see that all fees and charges becoming due to said hospital for its services are properly collected and credited to said fund; and said monies shall be paid out of said fund only upon properly approved bills presented to the board and duly audited and allowed by them, and shall be paid out of said hospital fund by a check signed by the secretary of the board and countersigned by the city clerk. The board shall out of said hospital fund purchase all necessary supplies and material and employ a suitable director of nursing and such other employees as shall be necessary for the proper management, operation and conduct of said hospital, including all improvements and additions; provided, however, that the board shall not make any contracts involving any expenditures of more than \$150,000.00 for any single item of purchase, addition or improvement without first obtaining the consent of the council thereto and that any such contracts shall be subject to and conform with the applicable state law.~~

(Code 1976, § 2.21(2); Ord. No. 432, § 1, 3-6-2000; Ord. No. 537 2nd series, § 1, 10-17-2005; Ord. No. 551, § 4, 6-5-06)

SECTION 7: AMENDMENT “Section 2-224 Control And Management” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-224 Control And Management

~~The hospital board shall have the full and exclusive control and management of the Weiner Memorial Medical Center d/b/a Avera Marshall Regional Medical Center, and all hospital grounds and appurtenances thereto, and all apparatus, equipment and material of every nature used in the operation of such hospital. Whenever the word "hospital" is used in this division, it shall include such hospital, and all other hospitals, or branches of hospitals, including nursing homes, or branches of nursing homes, operated by the city. The hospital board has the authority and legal capacity to do the following: Entering into any of the business arrangements as set forth above, except for the investment in stocks through normal course of business by said hospital board, shall first require consent of the council thereto and that any such contracts or business agreements entered shall be subject to and conform with applicable state law. Join or sponsor membership in organizations intended to benefit the hospital or hospitals in general; Have members of its governing authority or its officers or administrators serve as directors, officers or employees of the ventures, associations or corporations; Offer, directly or indirectly, products and services of the hospital, organization, association, partnership or corporation to the general public; and Expend funds, including public funds in any form or devote the resources of the hospital or hospital district to recruit or retain physicians whose services are necessary or desirable for meeting the healthcare needs of the population, and for successful performance of the hospital or hospital district's public purpose of the promotion of health. Allowable uses of funds and resources include the retirement of medical education debt, payment of one time amounts in consideration services rendered or to be rendered, payment of recruitment expenses, payment of moving expenses and the provision of other financial assistance necessary for the recruitment and retention of physicians, provided that the expenditures in whatever form are reasonable under the facts and circumstances of the situation. Enter shared service and other cooperative ventures; Enter partnerships; Incorporate other corporations; and Own shares of stock in business corporations. The hospital board has the authority and legal capacity to do the following: Prior council consent is not required for authority and capacity concerning activities set forth in Sec. 2-224(b).~~

(Code 1976, § 2.21(3); Ord. No. 551, § 1—3, 6-5-06)

SECTION 8: **AMENDMENT** “Section 2-223 Powers” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-223 Powers

~~The hospital board shall have the power and authority to appoint and employ a secretary of such board, who shall qualify as stated in this section, and upon such qualification shall be the secretary of the board. Such secretary shall keep an accurate record in books kept by him for that purpose, of all the proceedings and business transactions of the board, and he is empowered and it is hereby made his duty, to collect all dues and charges becoming due from patients for hospitalization and care received in such hospital and charges for the use of the equipment and facilities of such hospital, and pay the same into the city treasury. He shall make a detailed statement of the same at the regular meeting of the board, which shall be held on the third Monday of each month. The board shall be required to furnish a corporate bond running to the city, in an amount to be fixed by the board, that he shall faithfully perform all the duties of his office as required of him by law. Such bond shall be approved by the board and filed with the city clerk/finance director. The compensation of the secretary shall be in such sum as may be determined by the board, but the compensation shall first be approved by the council. The board shall have the power to revoke such appointment and discharge such secretary at any time in its discretion, and thereupon to appoint another secretary.~~

(Code 1976, § 2.21(1))

SECTION 9: **AMENDMENT** “Section 2-222 Composition; Appointments” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-222 Composition; Appointments

~~The hospital board shall be comprised of seven members, each of whom shall be a resident of the city, and none of whom shall be an employee of the hospital. Members shall be appointed for terms of five years each. One member may be the mayor or a member of the council. It is permissible for the council to appoint up to one person at a time to serve on the board that is on the medical staff of the hospital. If such specific appointment is made, it shall not increase the seven person board.~~

(Code 1976, § 2.21)

SECTION 10: **AMENDMENT** “Section 2-221 Established” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-221 Established

~~A hospital board is hereby established.~~

(Code 1976, § 2.21)

SECTION 11: AMENDMENT “DIVISION 2-VI-5 HOSPITAL BOARD”
of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 2-VI-5 HOSPITAL BOARD

~~State law reference(s) — Municipal hospitals, Minn. Stat. § 447.05 et seq.~~

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor, Robert Byrnes	_____	_____	_____	_____
Councilmember, Craig Schafer	_____	_____	_____	_____
Councilmember, Steven Meister	_____	_____	_____	_____
Councilmember, John DeCramer	_____	_____	_____	_____
Councilmember, Russ Labat	_____	_____	_____	_____
Councilmember, James Lozinski	_____	_____	_____	_____

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Kyle Box, City Clerk City of Marshall

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Amendment of Ordinance No. 22-004, Chapter 22, Section 22-91 through 22-95, Mobile Food Units and Food Carts.
Background Information:	<p>The Legislative and Ordinance Committee asked staff for an amendment to the current Mobile Food Units and Food Carts Ordinance. This proposed amendment will allow license holders to remain on private property after business has concluded.</p> <p>At the April 12, Legislative and Ordinance Committee meeting it was considered and unanimously approved to the City Council for consideration.</p> <p>On April 26 the City Council Introduced the proposed ordinance for consideration on Tuesday, May 10, 2022.</p>
Fiscal Impact:	None
Alternative/ Variations:	None Recommended.
Recommendations:	That the City Council Approve the Amendment of Ordinance No. 22-004, Chapter 22, Section 22-91 through 22-95, Mobile Food Units and Food Carts.

**CITY OF MARSHALL
ORDINANCE 22-004**

**ORDINANCE AMENDING CHAPTER 22, MOBILE FOOD UNITS AND FOOD
CARTS**

NOW THEREFORE, be it ordained by the Common Council of the City of Marshall, in the State of Minnesota, as follows:

SECTION 1: **AMENDMENT** “Section 22-94 Conditions Of Licensing” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-94 Conditions Of Licensing

A mobile food unit or food cart may only operate if compliant with the following:

- (a) *Locations*. A mobile food unit or food cart may only operate in the locations set forth in this subpart. A mobile food unit or food cart may only operate in commercial and industrial zoning districts and must be placed on either concrete or bituminous surfaces unless otherwise approved by the city.
 - (1) In the public right away where parking is permitted.
 - a. Written approval from the adjacent property owner must be obtained before approval of a license.
 - (2) On private property.
 - a. With written consent of the private property owner.
 - (3) When operations occur on private residential property, mobile food unit or food cart sales may only be for catering purposes (such as a private graduation party or wedding) and may not be open for sales to the general public.
 - (4) A mobile food unit or food cart may only operate in a city park or on city property with the prior written approval of the city; additional permits may be required for such operations.
- (b) *Performance standards*. A mobile food unit or food cart licensee is subject to the following performance standards.
 - (1) Applicable license fee shall be paid.
 - (2) A mobile food unit or food cart shall be operated in strict compliance with the laws, rules and regulations of the United States, State of Minnesota and the City of Marshall.
 - (3) Wastewater may not be drained into city storm water drains.
 - (4) A mobile food unit or food cart shall provide and maintain at least one clearly designated waste container for customer use per each food cart or mobile food unit. The operator of a mobile food unit or food cart is responsible for daily

- removal of trash, litter, recycling and refuse. Public trash cans shall not be used to dispose of waste generated by the operation. The operator shall provide a garbage receptacle with a tight-fitting lid. The receptacle shall be easily accessible for customer use and located within five feet of the unit.
- (5) If a mobile food unit must provide a power supply it shall be screened from public view and that complies with pertinent city noise regulations.
 - (6) A mobile food unit or food cart may operate between 7:00 a.m. and 10:30 p.m. and 10:30 p.m. to 1:30 a.m. in designated downtown areas, and must not create any unnecessary noise, disturbances or disrupt public traffic or safety in any way. An exemption to hours may be authorized by city council on a per event basis.
 - (7) A mobile food unit or food cart shall be allowed to set up one hour prior to conducting food vending and shall exit from the site within one hour of the close of conducting business.
 - a. A mobile food unit or food cart may remain on private property in commercial and industrial zoned districts after conducting business with permission from the property owner
 - (8) A mobile food unit or food cart may have a maximum footprint of 300 square feet unless otherwise approved by the city.
 - a. A mobile food unit or food cart may be restricted to operate only on private property if it exceeds a maximum footprint of 300 square feet.
 - (9) If a mobile food unit or food cart are operating in the public right-of-way, interactions between a mobile food unit or food cart and a consumer must take place between the mobile food unit or food cart and the curb away from traffic.
 - (10) Mobile food units cannot obstruct the movement of pedestrians or vehicles or pose a hazard to public safety.
 - (11) A mobile food unit or food cart must not occupy more than two parallel parking spots or no more than four diagonal/horizontal parking spots if operating within the public right-of-way.
 - (12) Operators must clean around their mobile food unit or food cart at the end of each day and the mobile food unit or food cart must be kept in good repair and have a neat appearance.
 - (13) A mobile food unit or food cart operator must be licensed by the Minnesota Department of Health and Proof of the Minnesota Department of Health licensing must be provided and posted on the mobile food unit or food cart.
 - (14) A mobile food unit or food cart must comply with any applicable fire department food truck requirements.
 - (15) An out of service mobile food unit or food cart stored within the city must comply with all applicable zoning ordinance requirements.
 - (16) A mobile food unit or food cart may operate on private property in any residential zoned districts for a "one-time" event for catering purposes only.
 - (17) A mobile food unit or food cart may not operate within 100 feet from the public entrance to any restaurant and/or any portion of a restaurant's outdoor dining area during that restaurant's hours of operation unless the licensee

obtains written permission from the restaurant owner/manager.

- (18) A mobile food unit or food cart may not operate in city-owned parking lots, except those parking lots adjacent to or inside a city park with the prior written approval of the city.
- (c) *Non-transferable license.* A mobile food unit or food cart license is non-transferable. Proof of all required licenses shall be displayed at all times in the mobile food unit or food cart.
- (d) *Practices prohibited.* It is unlawful for any person engaged in the business of a mobile food unit or food cart operation to do any of the following:
- (1) Call attention to that licensee's business by crying out, blowing a horn, ringing a bell, loud music or by any loud or unusual noise;
 - (2) Fail to display proof of license and produce valid identification when requested;
 - (3) Leave a mobile food unit or food cart unattended or at an authorized location outside allowed hours of operation;
 - a. A mobile food unit or food cart may be exempt from this requirement following sec. b (7) a.
 - (4) Operate the mobile food unit or food cart in or on public sidewalks or trails;
 - (5) Allow a mobile food unit or food cart to remain on the property of another when asked to leave;
 - (6) Obstruct the ingress or egress from commercial buildings during the building hours of operation;
 - (7) Claim endorsements by the city; or
 - (8) Conduct business in any manner as to create a threat to the health, safety, and welfare of a specific individual or the general public.

(Ord. No. 744 2nd series, § 1, 10-22-2019)

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Mayor, Robert Byrnes	_____	_____	_____	_____
Councilmember, Craig Schafer	_____	_____	_____	_____
Councilmember, Steven Meister	_____	_____	_____	_____
Councilmember, John DeCramer	_____	_____	_____	_____
Councilmember, Russ Labat	_____	_____	_____	_____
Councilmember, James Lozinski	_____	_____	_____	_____

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Kyle Box, City Clerk City of Marshall



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, May 10, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution Authorizing Execution of Mn/DOT Master Partnership Contract No. 1050086 between the City of Marshall and the State of Minnesota.
Background Information:	<p>Attached please find a copy of the Resolution Authorizing Execution of Mn/DOT Master Partnership Contract. This agreement provides for the authorization of the Commissioner of Transportation to enter into agreements with the City for several types of services as shown in the recitals of the agreement. MPCs are umbrella contracts which allow local agencies and MnDOT to exchange goods and services. The MPC also allows MnDOT, if requested and authorized by the local agency, to deliver small, routine services to local agencies. These services are listed in Exhibit A . Any other exchange of goods and services needs a stand-alone work order detailing scope, costs, and terms of service.</p> <p>Mn/DOT wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government. Mn/DOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads. This agreement allows the City and Mn/DOT to respond quickly and efficiently to such opportunities for collaboration and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.</p> <p>The City Attorney has reviewed and approved the content of this agreement.</p>
Fiscal Impact:	None at this time. Dependent upon future agreements.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council adopt RESOLUTION NUMBER 22-054, which is a Resolution Authorizing Execution of Mn/DOT Master Partnership Contract No. 1050086 between the City of Marshall and the State of Minnesota.

RESOLUTION NUMBER 22-054

**RESOLUTION AUTHORIZING EXECUTION OF
MN/DOT MASTER PARTNERSHIP CONTRACT NO. 1050086
BETWEEN THE CITY OF MARSHALL AND THE STATE OF MINNESOTA**

WHEREAS, the Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

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

1. That the City of Marshall enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the City Council on May 24, 2022.
2. That the proper City officers are authorized to execute such contract, and any amendments thereto.
3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Marshall without further approval by this Council.

Passed and adopted by the Common Council this 10th day of May, 2022.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of MARSHALL acting through its City Council, in this contract referred to as the “Other Party.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on the date last signed by the Other Party, and all State officials as required under Minn. Stat. § 16C.05, subd. 2. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
 - a. The Other Party will make payment to the order of the Commissioner of Transportation.
 - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
 - c. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1050086W[XX] and Invoice Number: 00000[#####]
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
 - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
 - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers’ Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.

Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 10, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project AP-003: Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) – Consider Proposal for Design Phase Services with TKDA.
Background Information:	<p>Attached is a Proposal for Design Phase Services with TKDA for the SRE Facility at the Airport. At the 04/26/2022 meeting, the City Council authorized City and TKDA staff to submit requests for federal and State grant funding for this project. The grant application was submitted on 04/29/2022. Securing grant agreements to utilize AIP funds and State grant dollars for project design is critical to ensure that the City remains on target for future project bidding and construction.</p> <p>The services under this proposal may be authorized contingent upon the receipt of the federal and State grant agreements.</p>
Fiscal Impact:	<p>Design phase services with TKDA total \$255,000.</p> <p>Total design cost in our request for grant funding is \$297,000.00. This total includes \$7,000 in local project costs and \$35,000 reimbursement for our pre-design study.</p> <p>Federal Airport Improvement Program (AIP) funding for fiscal year 2022 is requested in the amount of \$132,448.00 for 90% of the federally eligible work. State funding is requested in the amount of \$112,242.75 for a 70% State funding share on federally ineligible portions of the facility, and a 5% match on the federally eligible work. The remainder will be funded with local funds in the amount of \$52,309.25.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize execution of the attached Proposal for Design Phase Services for the SRE Facility at the Airport with TKDA in the amount of \$255,000 with services under this proposal contingent on receipt of the federal and State grant agreements.



May 2, 2022

submitted via email to: jason.anderson@ci.marshall.mn.us

Mr. Jason Anderson, PE
Director of Public Works/City Engineer
City of Marshall, Minnesota
344 West Main Street
Marshall, MN 56258

Re: Marshall SRE Facility Design at Southwest Minnesota Regional Airport
SP No.A4201-105 | FAA AIP No.3-27-0056-019-2022
TKDA Project No.18338.000

Dear Mr. Anderson:

In response to your request, we propose to provide Architectural and/or Engineering Services in connection with the Snow Removal Equipment (SRE) Facility Design at the Southwest Minnesota Regional Airport (MML) in Marshall, Minnesota, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the Professional Services Agreement dated March 10, 2020.

I. PROJECT DESCRIPTION

The SRE Facility Design Project at MML consists of the following items to be accomplished under one future construction contract. The Project will be funded through Federal (FAA), State (MnDOT Aeronautics) and Local funding sources. This Project includes major items of work as follows:

- Confirmation of predesign program recommendations:
 - Up to 8,800 SF freestanding SRE building, with consideration for a future Air Rescue Fire Fighting (ARFF) facility addition.
 - Three (3) vehicle fleet bays (design of a 4th bay is included, but will be bid as an alternate)
 - Open office space
 - Combined conference and breakroom
 - Restrooms
 - Utility rooms
- Preparation of Plans and Specifications
- Mechanical Systems—TKDA will provide an analysis of heating systems during Schematic Design for review to aid in the selection of the final system to be designed in subsequent phases.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. PART A—PROGRAMMING & SCHEMATIC DESIGN

1. Project Management
TKDA will lead the design process and manage the design team in a way that guides the owner and other stakeholders to an agreed upon solution.
2. Internal Design Meetings
These meetings will be set on a recurring basis for the coordination of the design team and any outside consultants or entities whose work or disciplines may impact the project.
3. Client Meetings (6) via MS Teams
Client Meetings will be scheduled at regular intervals throughout schematic design process. Meetings will be opportunities for the team to receive feedback and make any corrections based on client input.
4. Topographic Survey and Geotechnical Site Analysis
TKDA will visit the site to provide the team and owner with a topographic survey of the site.
5. Site Visit
Members of the design team will make one (1) site visit for visual documentation of the existing conditions within and around the project area.

6. Permit Review
Review of any required submittals for Authority Having Jurisdiction (AHJ). TKDA will schedule meetings with local code officials, fire marshal, plan reviewers, City administrators, & other necessary parties.
 7. Validate Program/Concept Layouts
TKDA will further refine concept layouts from the preferred option generated during the previous Pre-Design Study to arrive at a Schematic Design level floor plan agreed upon by all parties.
 8. Schematic Design Model/Documents
 9. Preliminary Code Analysis
Code Analysis will be performed to determine egress compliance, exit locations, construction type, setbacks, preliminary occupant loads and fixture counts.
 10. Preliminary Engineering
Initial engineering efforts will encompass exploration of all client desired systems & evaluation for feasibility.
 11. Coordinate Work with Others
Work will be coordinated internally through our project process, design team meetings and as discussed in regularly scheduled Client meetings. Our team will be in communication throughout course of this effort.
 12. QA/QC
TKDA uses team-wide strategic advisory meetings, detailed schedules, and project documentation. Each discipline will employ quality assurance measures including, but not limited to, selection of an Architect or Engineer not assigned to the project in order to get objective reviews at each phase to identify any potential building system conflicts.
 13. Issue Schematic Design Package (30% Design)
 14. Schematic Design Review Meeting (MS Teams)
- B. PART B–FINAL DESIGN & CONSTRUCTION DOCUMENTS
1. Project Management
TKDA will lead the design process and manage the design team in a way that guides the owner and other stakeholders to an agreed upon solution.
 2. Internal Meetings
These meetings will be set on a recurring basis for the coordination of the design team and any outside consultants or entities whose work or disciplines may impact the project.
 3. Client Meetings (6) MS Teams
Client Meetings will also be scheduled at regular intervals throughout the Design Development and Construction Document phases. These meetings will be opportunities for the team to receive feedback and make any corrections based on client input.
 4. 60% Review Submittal
 5. 95% Review Submittal
 6. Final Code Analysis
Complete Code Analysis will be performed on an on-going basis as the project evolves to determine compliance with all current discipline specific, building and energy codes having jurisdiction.
 7. Final Engineering
Final Engineering efforts will be the result of agreed upon strategies and will provide fully designed, detailed and reviewed systems, components and all equipment meeting owner and designer expectations.
 8. Final Design & Construction Documents
 9. Specifications
TKDA discipline leads will be responsible for developing the required specifications to be delivered in a specification book format as part of the final signed document.
 10. QA/QC
 11. Prepare signed final document package for both permitting and bidding as required.
- C. PART C–CONSTRUCTION PHASE SERVICES None. Construction Phase Services will be provided under a separate contract
- D. PART D–CLOSEOUT PHASE SERVICES Closeout Phase Services, including the preparation and submittal of the FAA Grant Closeout Report for the design grant only.

III. ADDITIONAL SERVICES

If authorized in writing by the City, TKDA will furnish or obtain Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Rate basis per our Professional Services Agreement, and such billings shall be over and above any maximum amounts set forth herein.

- A. Any services not identified in SECTION II above.
- B. Registered land or right-of-way surveys, legal descriptions, or related services.
- C. Preparation of DBE Program (beyond Contract-specific goals).
- D. Any trips by TKDA staff to Marshall, Minnesota in excess of those indicated in PART A or B.
- E. Environmental services including, but not limited to, wetland delineation and site remediation.
- F. Procurement of snow removal or other maintenance equipment.
- G. Design of ARFF Facility or other building additions.
- H. Foundation design in excess of standard spread concrete foundations. Design of deep foundations, pilings, or structural floor slab systems are not included & will be considered cause for additional scope and compensation.
- I. Building modeling and evaluations to meet LEED or B3 Requirements.
- J. Design will be done in Revit and design deliverables will be PDF dwgs. Any renderings, CAD files, or model will be an Additional Service.
- K. Changes in Project scope including but not limited to:
 - 1. Major changes in the design or scope of work after 60% submittal documents or as part of value engineering.
 - 2. Design changes after 95% drawing have been issued.
 - 3. Contractor deviations from documents or equipment substitutions that result in redesign efforts.
- L. Permitting, permitting assistance, and plan review fees.

IV. CLIENT RESPONSIBILITIES

These responsibilities shall be as set forth in Article 9 of the Professional Services Agreement and as further described or clarified below:

- A. Provide TKDA with access to the Project site as required to perform services listed in SECTION II.
- B. Provide reviews of materials furnished by TKDA in a reasonable & prompt manner so the Project schedule can be maintained.
- C. Provide TKDA with access to information related to CITY-owned snow removal and maintenance equipment.

V. PERIOD OF SERVICE

SECTION II services shall be completed within 12 months from date of Authorization. Period of service is subject to change based on actual organization review timeframes, Project funding availability, & as directed by the City.

VI. COMPENSATION

Compensation to TKDA for services provided as described in SECTION II of this Proposal shall be in the Lump Sum amount of \$255,000. Our detailed Project Fee Estimate is attached. Payment shall be made in accordance with Article 4 of our Professional Services Agreement. The Lump Sum amount is based on the following breakdown:

Section II.A: Programming & Schematic Design (Lump Sum)	\$99,100.00
Section II.B: Final Design & Construction Documents (Lump Sum)	\$137,200.00
Section II.D: Project Closeout	\$5,200.00
Total Lump Sum Labor Cost	\$237,500.00
Estimated Expenses (Miscellaneous & Consultants)	\$13,500.00
Total Lump Sum Amount	\$255,000.00

The level of effort required to accomplish SECTION II services can be affected by factors which are beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, we agree we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree this letter and its attachments constitute a contract between us upon a signed copy returned to us. This Proposal will be open for acceptance for 60 days, unless provisions herein are changed by us in writing prior to that time. Please feel free to contact Andrew Gardner, Project Manager directly at 651.726.7960 or andrew.gardner@tkda.com if you have any questions.

Sincerely,



Andrew Gardner, AIA, LEED AP, NCARB
Project Manager, Architect



DJ Heinle, AIA, CID, NCARB
Vice President, Architecture Division

Attachments: Project Schedule
Floor Plan (Predesign Report Appendix A–Operational Baseline)
EXHIBIT A-Project Fee Estimate

c: John Peterson, PE–TKDA
John Ahern, PE–TKDA

ACCEPTED FOR CITY OF MARSHALL, MINNESOTA

By: _____
(Signature) Printed Name/Title Date

CLIENT DESIGNATED REPRESENTATIVE:

Name/Title Phone Email

Snow Removal Equipment [SRE] Facility Design
Southwest Minnesota Regional Airport
City of Marshall, Minnesota

Proposed Project Schedule

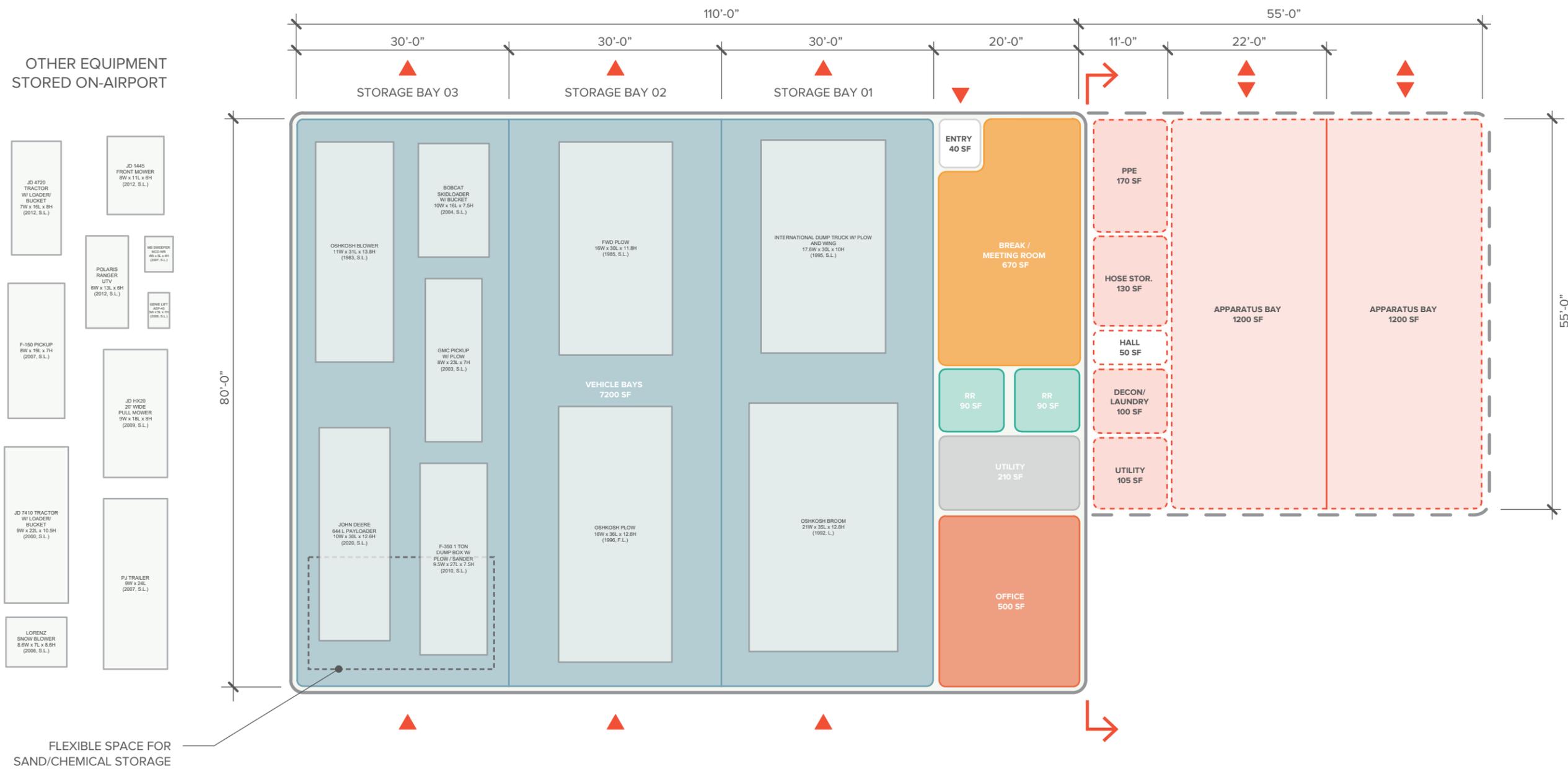
<u>ID</u>	<u>Phase/Task</u>	<u>Start Date</u>	<u>End Date</u>
1.0	Design	08.02.22	02.01.23
1.1	Schematic Design (30%)	08.02.22	09.09.22
1.2	Project Review w/ Estimate	09.12.22	09.16.22
1.3	Design Development (60%)	09.19.22	10.28.22
1.4	Project Review w/ Estimate	10.31.22	11.04.22
1.5	Construction Documents (90%)	11.07.22	12.23.22
1.6	Project Review w/ Estimate	12.26.22	01.06.23
1.7	Issue for Bid Documents	01.09.23	01.27.23
	Issue for Bid Documents		02.01.23
2.0	Bidding & Negotiation	02.01.23	03.31.23
2.1	Bid Posting & Advertise	02.01.23	02.09.23
2.2	Pre-Bid Meeting		02.10.23
2.3	Questions & Addendum	02.13.23	03.03.22
2.4	Bidding & Bid Opening	03.06.23	03.10.23
2.5	Negotiation	03.13.23	03.30.23
	Construction Award		03.31.23
3.0	Construction	04.03.23	05.17.24
3.1	Mobilization	04.03.23	04.21.23
3.2	Pre-Construction Meeting		04.17.23
3.3	Construction	04.21.23	04.26.24
3.4	Punchlist		04.29.24
3.5	Substantial Completion		05.10.24
3.6	Final Cleaning	05.13.24	05.17.24
	Occupancy		05.20.24

ADG:amc

K:\g-m\Marshall\18338000\01_Management\01_Contracts\SRE at MML Design Project Schedule.docx

**SRE BUILDING
8800 GSF**

**FUTURE ARFF
3025 GSF**



LEVEL 01
1/16" = 1'-0"





EXHIBIT A
Project Fee Estimate

Client:		City of Marshall, MN-Snow Removal Equipment Building Design															Date:		4/27/2022	
Project:		Design & Construction Documents															Prepared By:		ADG	
Task	Task Description	Estimated Person Hours Required															Task Total Hours	Task Total Dollars	Phase Dollars	
		Architecture			Structural			Civil			Mechanical			Electrical		LA				Support
		PM	RA	D1	Sr Eng II	Grad Eng	D1	Sr Eng II	Reg Eng	Survey	Reg Eng	Specialist	D1	Reg Eng	D3	RLA				Admin
Programming & Schematic Design																				
1	Project Management	8	40															48	\$ 6,407	
2	Internal Meetings	6	6	6		4	4		4			4		4			4	2	44	\$ 5,634
3	Client Meetings (6) MS Teams	6	6			6			6			6		6					36	\$ 5,258
4	Topographic Survey									30									30	\$ 2,235
5	Site Visit		6						6										12	\$ 1,412
6	Gather Documentation		12	12					6										30	\$ 3,220
7	Validate Program/Concept Layouts	4	16						8			4		4					36	\$ 4,809
8	Schematic Design Model/Documents	4	48	100		6	40		24		16	40		40	16				334	\$ 35,979
9	Preliminary Code Analysis		12	6		6			10		6			6					46	\$ 5,532
10	Preliminary Engineering		12	12		24			10		24	16		20					118	\$ 14,303
11	Coordinate Work with Others		10	8		6			6		6			4	4				44	\$ 5,214
12	QA/QC	4	4	6	4			2	4		4			2					30	\$ 4,413
13	Issue Schematic Design Package		2	2		2	2		2		2	2		2	2		8		26	\$ 2,798
14	Review Meeting (MS Teams)	2	2	2		2	2		2		2			2					16	\$ 1,976
SUBTOTAL HOURS		34	176	154	4	56	48	2	88	30	4	70	58	12	78	26	10	850	TKDA	\$ 99,190
Phase - Hours per Discipline				364			108			120			132		90	26	10			
SUBTOTAL FEES		\$ 6,269	\$ 21,703	\$ 13,701	\$ 631	\$ 5,551	\$ 3,830	\$ 414	\$ 9,865	\$ 2,235	\$ 768	\$ 11,479	\$ 5,771	\$ 2,320	\$ 10,640	\$ 3,068	\$ 944		Subtotal	\$ 99,189
Phase - Fee per Discipline				\$ 41,673			\$ 10,012			\$ 12,514			\$ 18,018		\$ 12,960	\$ 3,068	\$ 944			
Final Design & Construction Documents																				
1	Project Management		40																40	\$ 4,932
2	Internal Meetings	10	10	10		4	4		4			4		4	4				54	\$ 6,804
3	Client Meetings (6) MS Teams	6	6			6			6		6			6					36	\$ 4,916
4	60% Review Submittal		24	48			2		2		2	2		4	4	4			92	\$ 9,536
5	95% Review Submittal		24	48			2		2		2	2		4	4	4			92	\$ 9,536
6	Final Code Analysis		12	6		4			10		4								36	\$ 4,187
7	Final Engineering		10	24		48			20		36	24	20	40					222	\$ 27,984
8	Final Design & Construction Documents	10	40	70		24	70		34		24	70		48	24				414	\$ 45,060
9	Coordinate work with Others		10			4			6		4	12		6					42	\$ 4,971
10	Specifications		12			6			10		6				6	32			72	\$ 7,908
11	QA/QC	4	6		6			4	6		6	2	4	2	6				46	\$ 6,897
12	Prepare Final Signed Document Package		10	8		2	2		4		2	4		2	6				40	\$ 4,458
13																			-	\$ -
SUBTOTAL HOURS		30	204	214	6	98	80	4	104	-	6	92	118	22	114	54	40	1,186	TKDA	\$ 137,189
Phase - Hours per Discipline				448			184			108			216		136	54	40			
SUBTOTAL FEES		\$ 5,531	\$ 25,155	\$ 19,040	\$ 947	\$ 9,714	\$ 6,384	\$ 827	\$ 11,658	\$ -	\$ 1,152	\$ 15,087	\$ 11,741	\$ 4,254	\$ 15,551	\$ 6,372	\$ 3,776		Subtotal	\$ 137,189
Phase - Fee per Discipline				\$ 49,726			\$ 17,045			\$ 12,485			\$ 27,980		\$ 19,805	\$ 6,372	\$ 3,776			



Project Fee Estimate

Client:		City of Marshall, MN-Snow Removal Equipment Building Design															Date:		4/27/2022	
Project:		Design & Construction Documents															Prepared By:		ADG	
Task	Task Description	Estimated Person Hours Required																Task Total Hours	Task Total Dollars	Phase Dollars
		Architecture			Structural			Civil			Mechanical			Electrical		LA	Support			
		PM	RA	D1	Sr Eng II	Grad Eng	D1	Sr Eng II	Reg Eng	Survey	Reg Eng	Specialist	D1	Reg Eng	D3	RLA	Admin			
	Project Close-Out																			
1	Project Management	16																16	\$ 2,950	
5	Project Close-Out	12																12	\$ 2,213	
	SUBTOTAL HOURS	28	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28	TKDA	\$ 5,163
	Phase - Hours per Discipline			28																
	SUBTOTAL FEES	\$ 5,163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Subtotal	\$ 5,163
	Phase - Fee per Discipline			\$ 5,163																
Hours by Discipline		92	380	368	10	154	128	6	192	30	10	162	176	34	192	80	50	2,064		
Total Billable for Charged Time		\$ 16,963	\$ 46,858	\$ 32,741	\$ 1,578	\$ 15,265	\$ 10,214	\$ 1,241	\$ 21,523	\$ 2,235	\$ 1,920	\$ 26,566	\$ 17,512	\$ 6,574	\$ 26,191	\$ 9,440	\$ 4,720		\$ 241,541	\$ 241,542
Fees by Discipline				\$ 96,562			\$ 27,057			\$ 24,999			\$ 45,998		\$ 32,765	\$ 9,440	\$ 4,720		\$ 241,541	
Total Labor (Rounded)																			\$ 241,500	
Expenses:																				
Travel & Subsistence (TS)																			\$ 1,100	
Miscellaneous (MI)																			\$ 150	
Reproduction & Reprographics (RR)																			\$ 1,250	
Subconsultant - Geotechnical Services																			\$ 10,000	
Subconsultant Mark-up																			10%	\$ 1,000
Total Estimated Expenses																				\$ 13,500
Total Project Fees																				\$ 255,000



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, May 10, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor License for Marshall Festivals.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for Marshall Festivals to use at the Red Baron Arena & Expo, Arena Floor, 1651 Victory Drive on May 14, 2022.
Fiscal Impact:	\$30.00/day
Alternative/ Variations:	None recommended
Recommendations:	To approve a Temporary On-Sale Liquor License for the Convention and Visitors Bureau to use at the Red Baron Arena & Expo, Arena Floor, 1651 Victory Drive on May 14, 2022.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

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

Name of organization Marshall Festivals		Date organized May 9, 2022	Tax exempt number [REDACTED]
Address PO Box 1310	City Marshall	State Minnesota	Zip Code 56258
Name of person making application Marc Klaith		Business phone [REDACTED]	Home phone [REDACTED]
Date(s) of event 5/14/22	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name Marc Klaith	City Marshall	State Minnesota	Zip Code 56258
Organization officer's name Brock Klaith	City Marshall	State Minnesota	Zip Code 56258
Organization officer's name Krista Meulebroeck	City Marshall	State Minnesota	Zip Code 56258
Organization officer's name Carrie Jones	City Marshall	State Minnesota	Zip Code 56258

Location where permit will be used. If an outdoor area, describe.
 Red Baron Arena & Expo Action Arena Floor.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
 n/a

APPROVAL

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

City of Marshall	_____	Date Approved	_____
City or County approving the license	_____	Permit Date	_____
\$30	_____	City or County E-mail Address	_____
Fee Amount	_____	City or County Phone Number	_____
5/10/2022	_____		
Date Fee Paid			

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT
 BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission, Planning Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p>DeCramer – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission, Public Housing Commission</p> <p>Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p>Lozinski – Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



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

FROM: Sharon Hanson, City Administrator

DATE: May 10, 2022

SUBJECT: Administrative Brief

CITY ATTORNEY

- I am working towards the closing of HRA owned property to the Minnesota State Amory Building Commission.
- I am continuing working with City staff regarding the sale of Block 11 Property.
- Continue to work with Staff and legal counsel and Paul Schierholz regarding Broadmoor Valley legal matters.
- Awaiting status update from Minnesota Department of Agriculture regarding the purchase of Helena.
- I am working on contract review regarding the various road construction projects.
- Criminal prosecution numbers for April are as follows:

April:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2022	2021 Comparison
Prosecution	1	1	6	1	2	3	1	15	12
Dismissed									
Non-Prosecution	1				3	1	2	7	4
Refer to County									

ADMINISTRATION

- This past month completed coordinating a six-week course for SMSU Gold College. We had various city, county and State of MN staff present on government related topics. Great feedback from the participants!
- Met with Broadmoor Mobile Home Park owner Paul Schierholz and City Attorney Dennis Simpson regarding MN Housing Finance Agency grant award. Questions on scope of work, MN Housing requirements for 25-year period.
- Met with HR Director regarding City Clerk position. Position was posted with current job description; various staff will fill the role of City Clerk.

- Met with Mayor and selected staff to review City Attorney RFP. Expect to present for Council consideration at last mtg in May.
- The indoor recreation facility and YMCA collaboration feasibility study has been drafted, planning a presentation to YMCA Executive Committee May 11th to discuss cost participation.
- At this time, still awaiting next steps from House and Senate on possible tax bill and inclusion of city's request for sales tax extension.
- Met with Director of Administrative Services to discuss 2023 budget schedule, expect a presentation at May meeting to finalize budget meeting dates with Council.
- Attended World Fest at Red Baron—A VERY successful event for SMSU and Red Baron!
- Mayor and I this past month were invited to tour AURI with Congresswoman Fischbach. Very successful program that is helping small food businesses with getting their food products to further production.
- Mayor and I attended Marshall Leadership Academy graduation event. CJ CJ Food Americas CEO Dimitrios Smyrnios presented on the topic of leadership to the group.

Economic Development Authority

- **Shopko - Woodcrest**
 - Staff continues to work with Woodcrest Capital on filling the former Shopko building. To date, Woodcrest has two confirmed tenants and is finalizing terms with a third. Construction is expected to begin in the coming months to accommodate future tenants.
- **Façade Improvement**
 - We have closed the Façade Improvement Grant funding period for 2022. We awarded 14 grants for a total of \$105,645.05. The projects submitted in the 14 approved grant awards equate to \$525,720.44 in total improvements including total store fronts, signage, lighting, windows, siding and a new awning.
- **Block 11**
 - HRA approved the Development Agreement between the City and CBC Fischer Group, completing the TIF application process. CBC Fischer Group has started the building permit.
- **Market Street Mall**
 - The interested party has ended their due diligence period and ended their contract for the sale of the mall. Staff is discussing alternative options for the property.
- **Parkway**
 - The Board approved two land sales in the Parkway addition and will hold public hearings at the May Board meeting.

Human Resources

- Staffing update: The City welcomes the following new employees: Ryan Chapa—Building Custodian, Amanda Stattelmann—Office Assistant/Receptionist in Community Services, and Benjamin Powers—Maintenance Technician at the arena (will start 05/16/22). The following employees recently accepted promotions: Ryan Hoffmann—Police Captain, Ben Rieke—Police Sergeant, and Nathan St. Aubin—Police Corporal. These promotions in our police department became effective 04/22/22. The City is currently accepting applications for the following positions: City Clerk, Firefighter (paid-on-call), and a variety of temporary and seasonal

positions. Staff are also currently reviewing applications and interviewing candidates for our part-time Liquor Checkout Clerk positions.

- Safety program: MMUA has hired Rusty Kaderabek to be our new Safety Consultant. Rusty began an orientation and tours of our facilities in April. His first training presentation with City staff will occur on May 17th. We welcome Rusty and are excited to have a Safety Consultant on-board again with the City.
- Union negotiations: City staff will meet with the Police Supervisors LELS unit on May 12th to begin negotiations on a 2022 contract. Staff met in negotiations with the AFSCME unit in March. We are working on scheduling a second meeting to continue negotiations.
- Classification/Compensation Study: We are in the final phase of the project with a representative from Gallagher reviewing the appeals submitted by employees. Once the review is complete, staff will communicate the results to the employees who appealed. Staff are hoping to be able to close this project by May 31, 2022.

Clerk

- Meeting with various staff on transition items.

Finance

-

Assessing

-

Liquor Store

- April Financials: Sales \$552,183 +6.42%, Customer Count 16,478 +3.48%, Ticket Average \$33.51 +3.04%. A solid month for all financials compared to 2021. With Summer around the corner, our busy season will begin.
- This Spring there will be plenty of new beer, seltzer, and liquor offerings for our store-always a challenge to find beer cooler and floor space-check out all that is new.
- Made in Minnesota Beer Festival (some wineries will also attend) will be May 14 from 3pm-6pm. At the Red Barron Arena. There will close to 20 breweries and wineries sampling. Be sure to get your tickets before it sells out.

COMMUNITY SERVICES

We welcomed Amanda Stattelmann in our office this week as an Office Assistant/Receptionist. Amanda joins the City after spending 17 years at American Engineering & Testing, Inc., (AET).

The Red Baron Arena & Expo will also welcome a new employee on May 16th. Ben Powers joins the City from Flint Hills Resources. Ben fills our hybrid position in which he works in the Parks Department for six months during the spring/summer.

Summer 2022 Community Education & Recreation offerings will be available for registration on Wednesday, May 18th.

Marshall Aquatic Center is scheduled to open to the public on Saturday, June 4th.

City Band returns this summer after a two-year pandemic hiatus with an opening concert scheduled at Liberty Park on Wednesday, June 8th at 7:00pm.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 250 open permits.
- Ralco, three Avera projects, the third Unique apartment building, and Border State Electric building are the largest projects under construction.
- New permit software is open for applicants in starting in May.
- Sign Ordinance is under review.

PUBLIC WORKS DIVISION

Engineering

- Project Z83: James/Camden – Reviewing Final Change Order and Pay Request
- Project Z87: Diversion Channel Slope Repairs and Sheet Pile Removal – R&G intends to complete this work in Spring 2022. Contract end date is October 14, 2022.
- Project Z88: 2021 State Aid Overlay – Pedestrian ramps on N. 4th Street adjacent to Walnut and Elm Streets has been completed. Staff will proceed with final review towards contract close out.
- Project PK-001: Independence Park Trail Replacement Project – A&C has completed trail replacement in the east portion of the park nearby the baseball fields and basketball court. Remaining trail will be replaced in Spring/Summer 2022. Contract end date is July 29, 2022.
- Project ST-003: South 1st, Greely, and Williams Street reconstruction – Tree removals have been completed on the project. Further construction is not expected until early July, weather dependent.
- Project ST-004: Halbur Road reconstruction – Staff is coordinating with Duinick to determine a schedule for construction.
- Project ST-005: Rose and Baldwin Parking Lot Reconstruction – Project is being advertised and bids will be opened on May 18th.
- Project ST-006: SRTS School Pedestrian Crossing Improvements – Bids will be opened on May 4th with an award recommendation brought before the Council at the May 10th Council Meeting.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on Sidewalk/Bus Shelter easements to be signed and returned. Staff is also waiting on final contract requirements from UCAP for their MnDOT grant. Once both are received, staff will recommend advertisement.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction – Staff and Bolton & Menk are hosting a stakeholder engagement meeting with the Downtown Business District on the morning of May 4th. Comments received from that discussion will be used in development of the streetscaping scope of work. Staff has also prepared a web page on the City’s website with information regarding the project.
- Project ST-023: W. Lyon St. (College to 1st) Reconstruction – Project is currently being advertised. Bids will be opened on May 19th with an award recommendation brought before the Council at the May 24th Council Meeting.

- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) – Staff is working with Bolton & Menk to develop project plans for construction in 2022. Included in this work is permitting with BNSF. Project plans are roughly at the 95% stage currently.
- Project SWM-007: Independence Park Pond Forebay Expansion – Towne & Country Excavating is continuing excavation of the new pond expansion and is anticipating completion within the upcoming couple weeks, weather permitting.

Building Maintenance

-

Street Department

-

Airport/Public Ways Maintenance

-

Wastewater

- Staff has completed 307 preventative maintenance work orders in the last 30 days.
- Spring cleaning of all sanitary lift stations has been completed.
- Working on televising parts of East College Dr. for future rehab project.
- Started summer jetting of sanitary lines.
- Working on spring oil changes in the clarifiers.
- Yard work & exterior building maintenance at the wastewater facility.
- Working on our NPDES permit reissuance.
- Almost finished locking out sump pump discharges for residents who are in our sump pump permit program.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to twenty-five (25) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (11)
 - Fire; Structure (10)
 - Medical Assist (0)
 - Vehicle Accident (3)
 - Other (1)

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 675 calls for the month of April. Sixty-seven (67) criminal offenses were reported with a total number of twenty-one (21) adults arrested.

OFFICER’S REPORT

- Alarms (11)
- Accidents (26)
- Alcohol involved incidents (2)

- Assaults (10)
- Domestic Assaults (10)
- Burglaries (1)
- Criminal Sexual Conduct (3)
- Damage to Property (6)
- Keys Locked in Vehicles (27)
- Loud Party (3)/ Public Disturbances (12)
- Thefts (12)
- Traffic Related Complaints (153)
- Vandalism (3)
- Warrant Pickups (6)
- Welfare Checks/Mental Health (46)

Two years ago, the police department began the implementation of the Body Worn Camera Program. The initial investment of \$50,000 for cameras for all officers and server equipment has been well received from officers and community members. In recent months we have started to experience more technical issues with the cameras that need to be addressed. Supplies and availability of body cameras is an issue. We have placed orders for 8 refurbished cameras to replace those that need repairs. The refurbished cameras cost half the price of new cameras and are more available. We are currently sharing the functioning cameras between all the officers.

In April, Captain Jeff Wenker retired after 32 years of service to the City of Marshall. The promotional process to fill all the supervisory movement within the police department was completed with the promotion of Nathan St. Aubin to corporal.

DETECTIVE REPORT

- A 28-year-old Marshall man was arrested on a warrant for violating release conditions on a criminal sexual conduct case. The man was also charged with violating an Order for Protection.
- Four separate cases of criminal sexual conduct reported during the month of April were investigated. One case was referred for charges while two cases remain under investigation.
- A case of the dissemination of child pornography is under investigation.
- A financial exploitation of a vulnerable adult case was investigated and forwarded to the Lyon County Attorney's Office for consideration of charges.
- Separate cases of Financial Transaction Card Fraud, Check Forgery, Issuance of Dishonored Check, and Wrongfully Obtaining Assistance are under investigation.
- Ten theft cases, eight assault cases, and one burglary were investigated during the month.
- Twenty-two child protection reports and five reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.

MERIT CENTER

- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing. There were 20 exams completed on the track in April.
- In April, MN West conducted a Pilot car certification course, Moped Safety, two Motorcycle safety courses, two EVOG for law enforcement classes, Steam & Hot Water Boiler training and CDL training at the MERIT Center.
- On April 4-6 MERIT hosted a Field Training Officer (FTO) course for 26 law enforcement officers. This is the 2nd time this training company from Duluth has held this class at MERIT.
- MERIT hosted a Criminal Interdiction course hosted by the MN State Patrol on April 7-8. 38 officers attended this hands-on training along with six K-9 units.
- On April 12-19 the Marshall district of MN State Patrol conducted AXON training for all their officers and utilized the bay to install the updated equipment in all their squads.
- On April 12th the Southwest Healthcare Preparedness Coalition conducted emergency planning training at the MERIT Center. 41 people attended this event.
- The Regional Radio Board met on April 20th to conduct their strategic planning meeting.
- The MERIT Center was utilized 28 out of 30 days in April with 381 participants attending these events/trainings.



BUILDING PERMIT LIST
May 10, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
LOUWAGIE, ALLAN & DEBRA	100 WHITNEY ST S	INTERIOR & EXTERIOR REMC	25,000.00
ACE HOME & HARDWARE	1211 PARKSIDE DR	NEW BUILDING	410,000.00
JM DEVELOPMENT LLC	1106 STOCKHOLM AVE	NEW BUILDING	210,800.00
JM DEVELOPMENT LLC	1108 STOCKHOLM AVE	NEW BUILDING	194,100.00
JM DEVELOPMENT LLC	1104 STOCKHOLM AVE	NEW BUILDING	194,100.00
HABITAT FOR HUMANITY OF REDWOOD	501 BRUSSELS CT	NEW BUILDING	166,300.00
Straight-up Builders LLC	900 BIRCH ST	INTERIOR REMODEL	25,000.00
ACE HOME & HARDWARE	901 ANDREW ST	NEW BUILDING	600,000.00
JEFF GLADIS CONSTRUCTION	514 HUDSON AVE	EXTERIOR REMODEL	3,700.00
JB Carpentry	1640 THUNDERBIRD RD	INTERIOR REMODEL	1,500.00
VERONICA MEULEBROECK TRUST, THOMAS MI	108 DONITA AVE	DOORS	1,600.00
SPRINT (Agent as LCC Telecom)	710 KOSSUTH AVE	EXTERIOR REMODEL	37,500.00
SUSSNER CONSTRUCTION, INC.	1418 COLLEGE DR E	INTERIOR & EXTERIOR REMC	6,500.00
CHAUNCEY WELVAERT CONSTRUCTION	109 HILL ST S	Windows	2,000.00
CHAUNCEY WELVAERT CONSTRUCTION	212 COLLEGE DR W	EXTERIOR REMODEL	20,800.00



PLUMBING PERMIT LIST
May 10, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
TRIO PLUMBING & HEATING	100 MAIN ST E	WATER HEATER	1,000.00
E.T. HEATING & COOLING	418 LEGION FIELD RD	INTERIOR REMODEL	2,500.00



SIGN PERMIT LIST
May 10, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
VECTOR SIGN SOLUTIONS	1418 COLLEGE DR E	N/A	8,000.00

2022 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 11, 2022
2. January 25, 2022

February

1. February 08, 2022
2. February 22, 2022

March

1. March 08, 2022
2. March 22, 2022

April

1. April 12, 2022
2. April 26, 2022

May

1. May 10, 2022
2. May 24, 2022

June

1. June 14, 2022
2. June 28, 2022

July

1. July 12, 2022
2. July 26, 2022

August

1. August 08, 2022 *(Monday)*
2. August 23, 2022

September

1. September 13, 2022
2. September 27, 2022

October

1. October 11, 2022
2. October 25, 2022

November

1. November 07, 2022 *(Monday)*
2. November 22, 2022

December

1. December 13, 2022
2. December 27, 2022

2022 Uniform Election Dates

- February 08, 2022
- April 12, 2022
- May 10, 2022
- August 09, 2022
- November 08, 2022

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

May

- 05/10 Board Interviews
 - Planning Commission, 4:30 PM – 5:15 PM
 - 05/10 Regular Meeting, 5:30 PM, City Hall
 - 05/24 Board Interviews
 - Economic Development Authority, 5:00 PM, City Hall
 - 05/24 Regular Meeting, 5:30 PM, City Hall
-

June

- 06/14 Regular Meeting, 5:30 PM, City Hall
 - 06/28 Regular Meeting, 5:30 PM, City Hall
-

July

- 07/12 Regular Meeting, 5:30 PM, City Hall
- 07/26 Regular Meeting, 5:30 PM, City Hall