



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

**Tuesday, January 26, 2021 at 5:30 PM
Minnesota Emergency Response and Industrial
Training (MERIT) Center, 1001 Erie Road**

NOTICE: Pursuant to Minnesota State Statute 13D.021

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

OPENING ITEMS

1. Call to Order/Pledge of Allegiance
2. Consider Nominations and Appointment for City Council President Pro Tempore.

APPROVAL OF AGENDA

APPROVAL OF MINUTES

3. Consider approval of the minutes of the regular meeting held on January 12, 2021.

CONSENT AGENDA

4. Consider Engagement Letter for Audit Services for 2020 Financial Statements.
5. Approval of Resolution Authorizing Submission of the 2021 Pay Equity Implementation Report.
6. Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0262852 to Bolton & Menk, Inc.
7. Consider Authorization for Request for Proposals South 4th Street/Country Club Intersection Study.
8. Renewal of American Engineering, Inc. Testing Professional Services Agreement.
9. Renewal of Unlicensed Maintenance Electrician Inspection Agreement.
10. Project Z51-2021: Bituminous Overlay Project – Consider Authorization to Advertise for Bids.
11. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

12. Consider City Council Nominations to the Charter Commission.
13. Consider the request of Monte Buntjer for a Variance Adjustment Permit at 516A Main Street East.
14. Consider the adoption of an Ordinance amending Chapter 2, Article 6, Division 6; Human Rights Commission.
15. Establishment of Comprehensive Plan Proposal Review Committee.
16. Project Z83: James Avenue/Camden Drive Reconstruction Project - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
17. Lyon Street Lane Reconfiguration (TH 23 to Adobe Road).
18. US Army Corps of Engineers Betterments Project Update.
19. Consider Approval to Request Proposals for Marshall Aquatic Center Design, Architecture, Engineering Services.

COUNCIL REPORTS

20. Commission/Board Liaison Reports
21. 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

- 22. City Administrator
- [23.](#) Director of Public Works
- 24. City Attorney

INFORMATION ONLY

- [25.](#) Information Only

MEETINGS

- [26.](#) Upcoming Meetings

ADJOURN

RULES OF CONDUCT

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 26, 2021
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the regular meeting held on January 12, 2021.
Background Information:	Enclosed are the minutes of the regular meeting held on January 12, 2021.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	that the minutes of the regular meeting held on January 12, 2021 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, January 12, 2021**

The regular meeting of the Common Council of the City of Marshall was held January 12, 2020, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Don Edblom, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Director; Sheila Dubs, Human Resource Manager and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

Consider approval of the minutes of the regular meeting held on December 22, 2020.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski that the minutes of the regular meeting held on December 22, 2020 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

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

On December 22, 2020 a public hearing was called for and to be held on January 12, 2021 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The property is located at 500 Elizabeth St. with an estimated market value of \$285,400 with the difference of improvement being \$252,600.00

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

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer To approve Resolution 21-001 a resolution approving home property tax abatement Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Approval of the Consent Agenda

Item 6, Consider Resolution designating the Official Depositories for City Funds for 2021 and item 15, City Hall/Hotel Change Order.

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

Approval of Resolution Number 21-002, a resolution allowing for the modified numbering of all Resolutions and Ordinances.

Approval of Resolution Number 21-004, a resolution delegating authority to the city to make electronic fund transfers

Approval of Resolution Number 21-005, a resolution to authorize the Finance Director to pay certain claims

Approval of Resolution Number 21-006, a resolution designating the Official Newspaper.

Approval of the Wastewater Treatment Facilities Improvement Project – Consider Application for Payment No. 18 to Magney Construction, Inc.

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

Approval to surplus two (2) 2017 Ford Explorers.

Approval of the MERIT Center/State of Minnesota Amendment of Lease No. 4

Approval of the LG220 Application for Exempt Permit for the Marshall Golf Club, Inc.

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

Approval of the bills/project payments.

Consider Resolution designating the Official Depositories for City Funds for 2021.

State Statutes requires that the City designates general depositories for the City monies. The resolution designates Bremer Bank, N.A. as the official general depository for 2021.

Councilmember Lozinski pulled the agenda item to ask a clarifying question regarding the city's depositories.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer The adoption of Resolution Number 21-003, a resolution appointing the Official Depositories for City Funds for 2021. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

City Hall/Hotel Change Order

Change Order 10 related to fire system and plumbing, Change Order 11 related SE wall from demolition of former hotel. City Hall Committee recommended that Change Order 10 and 11 be submitted to City Council approval.

Councilmember Labat pulled the item to provide an overview of the change order.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to approve change order 10 and 11. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Resolution Approving the changes to the 2021 Amended Fee Schedule.

The resolution includes the proposed changes/updates to the 2021 Fee Schedule. The Ways & Means Committee reviewed the changes to the Fee Schedule at their meeting on January 8, 2021. Staff and Ways & Means Committee are recommending Council approval of the changes/updates to the 2021 Amended Fee Schedule.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve Resolution Number 21-007, a resolution approving specific fees to be charged by the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider approval of an extension of COVID-19 Temporary Employee Leave Policies

In 2020, the federal government passed the Families First Coronavirus Response Act (FFCRA) in response to the COVID-19 pandemic, which required all public employers and employers with fewer than 500 employees to provide access to emergency paid sick leave and emergency public health leave. On April 14, 2020, the Council approved the Temporary COVID-19 Employee Leave Policies in compliance with the Act. The policies were retroactive to April 1, 2020, and in accordance with the Act, these policies expired on 12/31/2020.

On December 27, 2020, the federal government passed a COVID relief bill, however, this bill does not extend the mandate that employers provide emergency paid sick leave and emergency public health leave past 12/31/2020. Rather, the relief bill allows employers to voluntarily continue to provide the benefit under the same provisions of the FFCRA into 2021.

Because the passage of the relief bill occurred after the last Council meeting of 2020, the Council was not afforded the opportunity to determine the status of the policy going into 2021. On December 28, 2020, under the local peacetime emergency authority, the Mayor signed a resolution providing for an emergency extension of the City's COVID Temporary Employee Leave Policies thru January 12, 2021---the date of the first regular City Council meeting in January. This affords the City Council the opportunity to determine whether these policies will continue or expire. If the Council decides to discontinue the leave benefits, the policies will expire January 12, 2021. If the Council desires to continue these policies in 2021, staff recommend expiring the policies on June 30, 2021. Alternatively, the Council could establish another date to expire the policies on.

If the Council chooses to continue to voluntarily provide the leave benefits, staff recommend the approval be an extension of the policies---this would provide for the "continuation" of leave benefits in accordance with the provisions of the Act, not a "reset" of leave benefits for employees. In the relief bill, Congress provided that employers could voluntarily continue the benefit under the same provisions of the FFCRA into 2021. For example, an employee who utilized the 80 hours of emergency paid sick leave in 2020 would not be eligible for additional hours if this extension were approved by the Council.

These policies were originally developed by Congress to protect families' financial security and to mitigate the spread of the virus. Though Congress did not approve a mandatory employer extension, the voluntary extension of the policy by the Council would continue to serve these purposes. Other reasons to consider extension of the policy include employees who are needed to care for younger children who are in distance or hybrid learning schedules, or when child-care becomes unavailable due to the pandemic. In order to protect the health of our employees and customers, the City has been proactive in working with employees who

experience or are otherwise impacted by this illness in permitting telework were possible, allowing the use of the employee's sick leave accruals to care for dependents whose place of daycare or school has closed or is in a hybrid learning model, etc.

If the Council decides to expire the policies today (01/12/2021), full-time employees will be required to utilize available leave accruals for absences due to COVID-19. Part-time and temporary employees are not eligible for leave benefits, and therefore, would have unpaid time for absences due to the virus. Staff recommend that full-time employees be permitted to continue to utilize their available sick leave accruals in the event of a school or daycare closings until June 30, 2021, or other date as directed.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer that the Council approves an extension of the Temporary COVID-19 Employee Leave Policies until March 23, 2021. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

Project Z82: N. 1st St. / W. Redwood St. / W. Marshall St. Reconstruction Project - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.

This project consists of the following: reconstruction and utility replacement on North 1 st Street between East Main Street to West Marshall Street and includes West Redwood and West Marshall Streets between East College Drive and North 1st Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on North 1st Street and West Redwood Street. Sanitary sewer will be replaced on West Marshall Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work. 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 approximately \$1,166,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is approximately \$1,420,000. 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 Lozinski that the Council adopt Resolution Number 21-008, a "Resolution Approving Plans and Specifications and Ordering Advertisement for Bids" for Project Z82: N. 1st St. / W. Redwood St. / W. Marshall St. Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

Public Works Division Electronic Bidding Policy.

The Engineering Department would like to begin utilizing electronic bidding for our City capital improvement projects in 2021. RtVision, the software provider for our engineering project management program, has a program called BidVAULT that works seamlessly with their other programs for electronically accepting sealed bids. Currently, we utilize a website to post our engineering project plans and specifications and issue project notices and addendums. Our contractor can access this information for free, and print proposal sheets to be

completed by hand, placed in a sealed envelope, and hand delivered to our City Clerk prior to bid opening. The process works fine, but there is a lot of opportunity for math error and it does take a lot of resources and time to submit a proposal.

With the BidVAULT system, a contractor will still utilize the same website for free access to our plans and specifications. If they choose to submit a sealed bid on the project, the contractor would request a 'key' through the program to receive access to the electronic bid form. They may enter project unit prices and save their work to complete at a later date if they choose. Once they are ready, they may submit their proposal to the City. The BidVAULT program will restrict our access until after the bid opening time and date. At that point, city staff may enter a code to gain access to the proposals and we would read our bids at a public bid opening.

City staff is proposing a \$25 user fee (plus processing fees) to utilize the electronic sealed bid service. This fee would be charged and administered entirely by RtVision to cover the costs of the program. The alternative is for the City to cover the cost of the program, and the cost is variable based on the number of project pay items. A typical city street project would cost \$250. City staff believes that the \$25 user fee (plus processing fees) is a low price for our contractors to pay in order to submit a bid. The convenience and reduced opportunity for error are very nice features of this program.

At the Public Improvement/Transportation Committee meeting on January 8, 2021, LABAT MADE A MOTION to recommend approval to the City Council of the Public Works Electronic Bidding Policy, including the \$25 user fee (plus processing fees) for the right to submit a sealed bid under the new Electronic Bidding Policy as presented, SECONDED BY LOZINSKI. ALL VOTED IN FAVOR. MOTION PASSED 3:0.

At the Ways Committee meeting on January 8, 2021, MOTION BY Bayerkohler, SECONDED BY Labat to approve the Proposed Electronic Bidding Policy to be moved onto the full Council for approval. ALL VOTED IN FAVOR. Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the Council approve the Electronic Bidding Policy as Chapter 4–Section 3 (3-101) to the Administrative Policy, including the \$25 user fee (plus processing fees) to utilize the electronic sealed bid service. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Sidewalk Replacement Cost Participation Policy.

In 2012, the City began participating in private sidewalk replacement costs under the current policy. Most recently, the program has been funded with \$10,000 of yearly allocation through the Street Department budget. Under the current policy, the City participates with the replacement cost of private sidewalk work with a 50/50 cost match up to \$500 of City contribution. The only stipulation is that the work must be ADA-compliant, a Sidewalk Permit must be acquired at a cost of \$50, and the sidewalk must be parallel to a city street and serve the general public. The program is well used as most concrete installers make their clients aware of the program.

City staff would like to amend the current policy to increase the City's participatory amount to \$750 and adjust the City's level of cost participation to be simpler and easier to justify our cost involvement. The current policy reimburses in a 50/50 manner, regardless of unit price of the work being completed. Staff would propose that the City participate by paying \$2.50 per square foot of sidewalk being replaced. For example, if a property owner replaces 50-FT of 5-ft wide sidewalk, the City would participate by paying \$625 toward this work.

By participating in this manner, we eliminate the opportunity to over-participate for higher priced work and we avoid having to argue with a property owner about what the cost of the work should be. Other policy amendments put a limit on how much one beneficiary of the policy may seek in one calendar year to help ensure that funds are available for all who hope to utilize the program. The cost participation is included as a line item in the Street Department budget. Utilization of these funds in excess of the budgeted amount will require potential budget adjustment as necessary.

At the Public Improvement/Transportation Committee meeting on January 8, 2021, LOZINSKI MADE A MOTION to recommend approval to the City Council of the Sidewalk Replacement Cost Participation Policy providing \$2.50/SF City participation with proposed caps as presented, SECONDED BY LABAT. ALL VOTED IN FAVOR. MOTION PASSED 3:0.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer that the Council approve the Sidewalk Replacement Cost Participation Policy as Chapter 4 – Section 4 (4-401) to the Administrative Policy. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Passed. 6-1**

Update to City Streets Functional Classification Map.

City Engineering staff has reviewed the city streets functional classification map and staff has identified some changes that should be made to the map. The purpose of the map is to best reflect the actual usage of the roadway network. There are limited impacts to these changes. Internally, we may have different restrictions and/or requirements based on classifications. For example, a collector may have more restriction on driveway access and may be a heavier road section with more width than a local road. Externally, many federal grants require the route to be a collector or higher or otherwise have regional significance.

To classify these routes, MnDOT requires that we follow Federal Highway Administration (FHWA) guidance on functional classification. Summarizing FHWA guidance, each route type can be defined as follows:

Arterial: These routes provide a high level of mobility. Arterials are typically longer routing with more limited access to help reduce delay.

Collector: These routes strike a balance between mobility and access. Collectors distribute and channelize trips between local roads and arterials roads. Local: These routes provide a high level of accessibility. These routes provide direct access to adjacent land and do not carry through traffic movements.

For further information, below is a table that summarizes are current functional classification map versus our proposed functional classification map by mileage and road classification. FHWA has target percentages for each classification type that should be met.

To update our functional classification map, we must submit to our Regional Development Commission (RDC), the Southwest Regional Development Commission (SWRDC) for review and approval. Upon agreement and approval, the functional classification map is sent to MnDOT District 8 for review and approval from the District 8 State Aid Engineer and the District 8 Transportation Planner. If approved by all of these levels, the map will be updated through MnDOT and will become official.

At the Public Improvement/Transportation Committee meeting on January 8, 2021, LABAT MADE A MOTION to recommend approval to the City Council of the updates to the City Streets Functional Classification Map to the City Council as presented, SECONDED BY LOZINSKI. ALL VOTED IN FAVOR. MOTION PASSED 3:0.

Motion made by Councilmember Meister, Seconded by Councilmember Labat that the City Council approve the updates to the City Streets Functional Classification Map to the City Council as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Passed. 7-0**

Consider the Introduction of an Ordinance amending Chapter 2, Article 6, Division 6; Human Rights Commission.

Beginning this fall, staff, council members and community members have been regularly meeting to begin work on establishing a City commission to address diversity, equity and inclusion within the city of Marshall. The Diversity, Equity, and Inclusion (DEI) Commission, although in its infancy, has established its vision and mission statements, guiding principles and has begun working on its first set of actions steps as well as proposed this amendment to the city code to official become a City Commission.

The groundwork for the DEI commission is key and crucial. The Commission is dedicated to learning, creating innovative ideas, and adapting to the ever-changing environment. The DEI Commission is taking purposeful action to advance this commitment through the guiding principles of equity, inclusion, collaboration, and transparency.

Motion made by Councilmember DeCramer, Seconded by Councilmember Meister To introduce the proposed ordinance amendment and call for its adoption at the next regular council meeting on January 26, 2021. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

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

Mayor Byrnes offered the following appointment to the Planning Commission.

James Muchlinski to a term set to expire 5/31/23

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the appointment to the Planning Commission. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Council Appointments to Various City Committees, Boards, Commissions, and Authorities.

After input from the City Council and in consideration of the balance of responsibilities, meeting, work and outside conflicts, Mayor Byrnes has nominated the following Councilmembers to various City Committees, Boards, Commissions, and Authorities.

Equipment Review Committee

Don Edblom
Craig Schafer
James Lozinski

Legislative & Ordinance Committee

Steven Meister
John DeCramer
Jim Lozinski

Personnel Committee

Steven Meister
Craig Schafer
John DeCramer

Liaisons Positions

- Adult Community Center Commission – Russ Labat
- Airport Commission – Craig Schafer
- Community Services Advisory Board – Steven Meister
- Convention & Visitors Bureau – Russ Labat
- Economic Development Authority – Steven Meister & John DeCramer
- Joint Law Enforcement Center Management Committee – James Lozinski/Craig Schafer
- Library Board – Russ Labat

Public Improvement/ Transportation

Craig Schafer
Russ Labat
James Lozinski

Ways & Means Committee

John DeCramer
Russ Labat
Don Edblom

- Marshall Area Transit Committee – Russ Labat
- Marshall Municipal Utilities Commission – John DeCramer
- M.E.R.I.T. Center Commission – Craig Schafer
- Planning Commission – Don Edblom
- Police Advisory Board – Jim Lozinski
- Public Housing Commission – Don Edblom
- Southwest Minnesota Amateur Sports Commission – Craig Schafer
- Diversity, Equity, and Inclusion Commission – John DeCramer

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the council appointments to various city committees, boards, commissions, and authorities. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Commission/Board Liaison Reports

- Byrnes No Report
- Schafer No Report
- Meister No Report
- Edblom No Report
- DeCramer Economic Development Authority met to review and approve the resiliency grants.
- Labat Library Board met and elected new officers. The geothermal pump will also need to be replaced in the near future.
- Lozinski City Hall Committee met and discussed the item on the council agenda. The project is on schedule to be completed toward the end of April or the first part of May.

Councilmember Individual Items

Councilmember Schafer brought forward the press release from CJ expansion in Sioux Falls, SD. Member Schafer commented on CJ’s commitment to Marshall and transitioned to Marshall’s need for housing. There was further discussion by the Council on economic development throughout Marshall and Lyon County.

Councilmember Meister commented on the rollout of the COVID-19 vaccine and the misinformation surrounding it.

Councilmember DeCramer commented on the great success from Light Up the Night at Independence Park.

Mayor Byrnes mentioned several items to address in 2021;

- The replacement of trails in and surrounding Independence Park
- 150 Anniversary of the City of Marshall and establishing a planning group.
- Comprehensive Plan update and establishing a commission to oversee the update.
- Emerald Ash borer planning
- Marshall Aquatic Center replacement
- Economic Growth
- Future Annexation
- Block 11 Development
- Reestablish a Leadership Academy
- Focus on including and retention of families in the community
- Safe Housing and Safe Rental

City Administrator

City Administrator Sharon Hanson commented that Block 11 progress has paused due to COVID and the requirement of an anchor ternate before development. Other developer has been directed to seek out filling the Shopko building.

Administrator Hanson commented on discussions with the CEO of Schwan’s Home Service and their long-term commitment to the Schwan’s Headquarter in Marshall.

The Southwest Regional Development Commission launched a development task force to help build and grow development throughout the Southwest MN Region.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson commented that there has been interest in the Comprehensive Plan as well as new information being uploaded to the website.

City Attorney

City Attorney Dennis Simpson provided an update on Unique Opportunities Development has completed the second phase of the project and will begin to start the third and final phase of the project.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

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

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Engagement Letter for Audit Services for 2020 Financial Statements
Background Information:	<p><u>Summary of Engagement Terms:</u> Level of Attest Service: Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book Audit) and Federal Single Audit</p> <p>Financial Statements: Governmental activities, business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information</p> <p>Financial Reporting Framework: Accounting principles generally accepted in the United States of America</p> <p>Period: As of and for the Year Ended December 31, 2020</p> <p>Required Supplementary Information: Management's Discussion and Analysis (MD&A), Schedule of Changes in Total OPEB Liability and Related Ratios, Schedule of City's and Non-employer's Proportionate Share of Net Pension Liability - Minnesota PERA Retirement Funds, Schedule of City Contributions - Minnesota PERA Plans</p> <p><u>Supplementary Information:</u></p> <ul style="list-style-type: none"> • Combining and Individual Fund Financial Statements and Schedules/Supplemental Schedules: Opinion in relation to the financial statements as a whole • Introductory Section and Statistical Section of the Comprehensive Annual Financial Report: N/A <p>Engagement Partner: Nancy Schulzetenberg</p> <p>Fees: We estimate our fees for services will be \$35,170 for the audit of the City's Basic Financial Statements, and the Single Audit if necessary.</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	Approve the Engagement Letter for BerganKDV to perform the audit services for the City of Marshall's 2020 Financial Statements and Single Audit.

Sent via electronic mail.

January 13, 2021

City of Marshall
The Honorable Mayor and City Council
Annette Storm
344 W Main Street
Marshall, MN 56258

Dear Honorable Mayor and City Council:

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Summary of Engagement Terms:

Level of Attest Service: Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book Audit) and Federal Single Audit

Financial Statements: Governmental activities, business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information

Financial Reporting Framework: Accounting principles generally accepted in the United States of America

Period: As of and for the Year Ended December 31, 2020

Required Supplementary Information: Management's Discussion and Analysis (MD&A), Schedule of Changes in Total OPEB Liability and Related Ratios, Schedule of City's and Non-employer's Proportionate Share of Net Pension Liability - Minnesota PERA Retirement Funds, Schedule of City Contributions - Minnesota PERA Plans

Supplementary Information:

- **Combining and Individual Fund Financial Statements and Schedules/Supplemental Schedules:** Opinion in relation to the financial statements as a whole
- **Introductory Section and Statistical Section of the Comprehensive Annual Financial Report:** N/A

Engagement Partner: Nancy Schulzetenberg

Fees: We estimate our fees for services will be \$35,170 for the audit of the City's Basic Financial Statements, and the Single Audit if necessary.

Non-attest Services: N/A

We appreciate the opportunity to be of service to you and believe this letter and attached **audit engagement agreement** accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter and as further detailed in the attached **audit engagement agreement**, please acknowledge your acceptance by signing and returning it to us.

I have read, and I agree to the summary of engagement terms listed above and the terms in the attached audit engagement agreement.

Sincerely,

Nancy Schulzetenberg

Nancy Schulzetenberg, Certified Public Accountant
BerganKDV

Acknowledged by:

Title:

|

This agreement is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we are to provide.

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The required RSI is identified in the summary of engagement terms and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information.

AUDIT OBJECTIVES

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and to report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. The objective also includes reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

AUDIT PROCEDURES – GENERAL

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, Government Auditing Standards do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

AUDIT PROCEDURES – INTERNAL CONTROL

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These non-attest services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

We may provide other non-attest services, as identified in the summary of engagement terms. These services may not be fully covered under this engagement agreement and may be billed separately under other agreements with you.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

MANAGEMENT RESPONSIBILITIES

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the non-attest services identified in the summary of engagement terms and any other non-attest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related

notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-attest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

THIRD-PARTY SERVICE PROVIDERS

We may, from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

ENGAGEMENT ADMINISTRATION, FEES, AND OTHER

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of BergankDv and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BergankDv personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

The engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or federal awards, or disruptions in providing our services. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting standards (ASU) will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

AUDIT ENGAGEMENT AGREEMENT | GOVERNMENTAL WITH FEDERAL SINGLE AUDIT

Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of termination. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

You may request that we perform additional services not contemplated by this engagement agreement or summary of engagement terms. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement agreement and summary of engagement terms covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement agreement and summary of engagement terms.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

This engagement agreement and summary of engagement terms includes your authorization for us to supply you with electronically formatted financial statements or drafts of financial statements, financially sensitive information, spreadsheets, trial balances or other financial data from our files, upon your request.

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Additionally, if you include our report or a reference to our Firm name in an electronic format, you agree to provide the complete electronic communication using or referring to our name to us for our review and approval prior to distribution.

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

Any disputes between us that arise under this agreement, or for a breach of this agreement, or that arise out of any other services performed by us for you, must be submitted to nonbinding mediation before either of us can start a lawsuit against the other. To conduct mediation, each of us shall designate a representative with authority to fully resolve any and all disputes, and those representatives shall meet and attempt to negotiate a resolution of the dispute. If that effort fails, then a competent and impartial third party acceptable to each side shall be appointed to hold and conduct a nonbinding mediation proceeding. You and we will equally share in the expenses of the mediator and each of us will pay for our own attorneys' fees, if any. No lawsuit or legal process shall be commenced until at least 60 days after the mediator's first meeting with the parties.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within 24 months after the date of our report. This 24-month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least 60 days before the expiration of this 24-month period, then the period of limitation shall be extended by 60 days, to allow the parties to conduct nonbinding mediation.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

You agree that it is appropriate to limit the liability of BerganKDV, its shareholders, directors, officers, employees and agents to the fullest extent permitted by applicable law.

You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney's fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement.

SEVERABILITY

If any portion of this engagement agreement and summary of engagement terms is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this engagement agreement and summary of engagement terms shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of the engagement agreement and summary of engagement terms shall remain in full force and effect.

POWER AND AUTHORITY

Each of the parties hereto has all requisite power and authority to execute and deliver this engagement agreement and summary of engagement terms and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report is attached as follows.



Report on the Firm's System of Quality Control

October 16, 2017

To the Partners of BerganKDV, Ltd.
and the Peer Review Committee of the Minnesota Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of BerganKDV, Ltd. (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

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Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BergankDV, Ltd. in effect for the year ended March 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BergankDV, Ltd. has received a peer review rating of *pass*.

BMG Certified Public Accountants, LLP



Lincoln, Nebraska

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approval of Resolution Authorizing Submission of the 2021 Pay Equity Implementation Report
Background Information:	<p>In accordance with the Local Government Pay Equity Act, Minnesota Statute 471.991 to 471.999, the City of Marshall is required to submit a Pay Equity Report by January 31, 2021 using compensation and employee data that were effective on December 31, 2020. The required Pay Equity Report has been prepared for submission to the Minnesota Management and Budget Office. The report is required to be approved by the City Council, signed by the Mayor, and submitted to the State by January 31, 2021. The 2021 report indicates that the City is in compliance with Pay Equity Requirements.</p> <p>Staff recommend adoption of Resolution Number XXXX, Second Series, authorizing staff to submit the 2021 Pay Equity Report to the Minnesota Management and Budget Office for their review.</p> <p>Additional background information: In 1984, the Minnesota Legislature passed the Local Government Pay Equity Act, Minnesota Statutes 471.991 to 471.999. This law requires all public jurisdictions to eliminate any gender-based wage inequities in compensation and to submit reports to the Minnesota Department of Management and Budget once every three-years. The City of Marshall is required to submit the report by January 31, 2021 using compensation and employee data that were effective on December 31, 2020. Pay Equity is a method of eliminating discrimination against women who are paid less than men for jobs requiring comparable levels of expertise. Minnesota’s pay equity law does not address individual differences in pay; rather, it relates to the overall structure of a pay system. The pay equity law does not take the job market or another organizations’ salary data into account---the statistical analysis is based solely on our (City of Marshall) internal compensation structure.</p> <p>There are four tests for compliance with the Pay Equity Act. The statistical calculations are performed by the software developed by the MMB. Following are the tests and the results:</p> <ol style="list-style-type: none"> 1. Completeness and Accuracy Test: the City will pass this test if the report is submitted electronically by January 31, 2021. Upon approval by the Council, the report will be submitted. 2. Statistical Analysis Tests: the City is in compliance with this test. This test compares salary data to determine if female classes are paid consistently below male classes of comparable work value (job points). To pass this test, the City must have an underpayment ratio of 80% or higher. The City’s underpayment ratio is 74.56%, which is below the established standard; however, the results of the T-test show that the underpayment is not statistically significant. Due to the results of the underpayment ratio, HR staff requested a preliminary review of our report by MMB; that preliminary review indicated that the City would be found in compliance with this test.

	<p>3. Salary Range Test: the City is in compliance with this test. This test measures whether male classes are reaching the top of their salary range faster than female classes. This result must either be 0 or above 80 to be found in compliance. The result of the salary range test for the City is 100, which is above the established standard and indicates that the City would pass this test.</p> <p>4. Exceptional Service Pay Test: the City is in compliance with this test. This test analyzes whether there is a larger percentage of male classes receiving longevity or performance pay than female classes. This test does not apply to the City because our compensation system does not include longevity or performance-based pay.</p> <p>The Predicted Pay report often generates questions. When reviewing the Predicted Pay Report, you'll note that the maximum monthly salary column does not reflect actual monthly employee salaries. For instance, where a job class represents a part-time employee, the minimum and maximum monthly salaries have been converted to a "full-time equivalent" by multiplying the minimum and maximum pay rates by 173.3. The State requirements prescribe the calculations for the minimum and maximum salary amounts and requires it to be applied to all job classes so that comparisons can be made, even for those job classes where employees may not actually work full-time. Thus, though the part-time job titles will reflect full-time monthly salaries; this is not the actual salary paid to the employee.</p> <p>The Predicted Pay column is utilized by an entity that is out of compliance with pay equity requirements. The City of Marshall is in compliance, so no further action is needed. If the City was not in compliance, the predicted pay column would be used to guide compensation adjustments to improve the underpayment ratio---which will bring an entity back into compliance. The predicted pay column <u>does not</u> represent the salary that "should" be paid at any particular point level or account for external factors or salaries. Rather, it represents the average monthly pay of male classes at any given point value. An entity that is out of compliance would use this report to adjust one or more female job titles by the "Pay Difference" column to achieve compliance. Due to the City's statistical analysis test results, and preliminary review by MMB staff, no compensation adjustments are required for Pay Equity purposes.</p> <p>Staff are requesting the City Council approve the Resolution authorizing staff to submit the report to the State of Minnesota Management & Budget Office. The report must be received by MMB by January 31st. There are no exceptions to this deadline.</p> <p>Once the report is submitted, Staff will ensure the proper notices are sent and posted in accordance with the Pay Equity Act. Additional information related to this Act may be found in Minn. Statutes 471.991 to 471.999 and at https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/</p>
Fiscal Impact:	No fiscal impact.
Alternative/ Variations:	
Recommendations:	that the Council adopt Resolution Number XXXX, Second Series, approving the 2021 Pay Equity Report for submission to the State of Minnesota Management and Budget Office.

Pay Equity Implementation Form

Information entered on this page is not submitted until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

Part A: Jurisdiction Identification

Jurisdiction: Marshall

Jurisdiction Type: CITY - City

344 West Main Street

Marshall

Contact:	Name	Title	Phone	Email
	Sharon Hanson	City Administrator	507-537-6760	Sharon.Hanson@ci.marshall.mn.us
	Sheila Dubs	Human Resource Mgr	507-537-6790	Sheila.dubs@ci.marshall.mn.us

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

Other (specify)

Describe below if the job evaluation system used is: "The same as last year", "A new system", "A substantially modified system from last year", or another descriptor not listed here: (*less than 240 characters)

Hay Point Factor Method. This is the same system used in the 2018 report.

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

Marshall City Hall Bulletin Board

(prominent location) (*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

City Council

(governing body) (*less than 60 characters)

Robert Byrnes

(chief elected official)(*less than 60 characters)

Mayor

(title) (*less than 60 characters)

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Part C: Total Payroll

\$8,061,222.52 is the annual payroll for the calendar year just ended

Item 5. nber 31.

Compliance Report

Jurisdiction: Marshall
344 West Main Street

Report Year: 2021
Case: 4 - 2021 DATA FINAL TEST
(Private (Jur Only))

Marshall, MN 56258

Contact: Sheila Dubs

Phone: (507) 537-6790

E-Mail: Sheila.dubs@ci.marshall.mn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	38	17	3	58
# Employees	58	21	23	102
Avg. Max Monthly Pay per employee	6080.00	6329.67		5890.44

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 74.5614 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	18	5
b. # Below Predicted Pay	20	12
c. TOTAL	38	17
d. % Below Predicted Pay (b divided by c = d)	52.63	70.59

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 77	Value of T = 0.677
------------------------------	--------------------

a. Avg. diff. in pay from predicted pay for male jobs = 20

b. Avg. diff. in pay from predicted pay for female jobs = -33

III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 5.00

B. Avg. # of years to max salary for female jobs = 5.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP = 0.00 *

B. % of female classes receiving ESP = 0.00

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

Case: 2021 DATA FINAL TEST

Marshall

LGID: 734

Job Nbr	Class Title	Nbr		Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
		Males	Females								
58	Building Custodian	2	0	0	M	108	1957.00	2608.00	5.00	0.00	
57	Liquor Checkout Clerk	3	3	0	B	126	1957.00	2608.00	5.00	0.00	
56	Building Maintenance Worker	0	1	0	F	132	3329.00	4438.00	5.00	0.00	
55	Liquor Sales Associate	1	2	0	B	149	3397.00	4528.00	5.00	0.00	
54	Community Service Officer	1	0	0	M	153	3397.00	4528.00	5.00	0.00	
53	Office Assistant/Receptionist	0	3	0	F	171	3563.00	4750.00	5.00	0.00	
52	Maintenance Worker	6	0	0	M	172	3563.00	4750.00	5.00	0.00	
51	Maintenance Technician	3	0	0	M	181	3852.00	5137.00	5.00	0.00	
50	WWT Plant Operator I	2	0	0	M	192	3852.00	5137.00	5.00	0.00	
49	Media Production Technician	1	0	0	M	199	3852.00	5137.00	5.00	0.00	
47	Senior Maintenance Worker	4	0	0	M	200	3852.00	5137.00	5.00	0.00	
48	WWT Maintenance Operator	2	0	0	M	200	3852.00	5137.00	5.00	0.00	
46	Police Records Clerk	0	1	0	F	203	3852.00	5137.00	5.00	0.00	
45	Building Inspector I	1	0	0	M	206	4047.00	5395.00	5.00	0.00	
44	Mechanic	1	0	0	M	237	4047.00	5395.00	5.00	0.00	
42	WWT Laboratory Specialist	0	1	0	F	238	4047.00	5395.00	5.00	0.00	
43	WWT Senior Maintenance Operato	1	0	0	M	238	4047.00	5395.00	5.00	0.00	
41	WWT Plant Operator II	2	0	0	M	239	4047.00	5395.00	5.00	0.00	
40	Administrative Assistant	0	3	0	F	247	4047.00	5395.00	5.00	0.00	
39	WWT Technical Operator	1	0	0	M	251	4157.00	5544.00	5.00	0.00	
38	Assessing Technician	0	1	0	F	252	4047.00	5395.00	5.00	0.00	
36	Building Maintenance Superviso	1	0	0	M	261	4157.00	5544.00	5.00	0.00	
37	Recreation Coordinator	1	0	0	M	261	4157.00	5544.00	5.00	0.00	
34	Accounting Specialist	0	1	0	F	275	4157.00	5544.00	5.00	0.00	
35	Payroll/Benefits Specialist	0	1	0	F	275	4157.00	5544.00	5.00	0.00	
33	Community Education Coordinato	0	1	0	F	282	4157.00	5544.00	5.00	0.00	
31	Engineering Specialist	3	0	0	M	289	4421.00	5894.00	5.00	0.00	
32	City Clerk	1	0	0	M	289	4421.00	5894.00	5.00	0.00	
30	Adult Community Center Coordin	0	1	0	F	298	4421.00	5894.00	5.00	0.00	
29	Media Communications Specialis	1	0	0	M	308	4421.00	5894.00	5.00	0.00	
28	Appraiser	0	1	0	F	310	4421.00	5894.00	5.00	0.00	
27	Police Officer	11	3	0	B	317	4627.00	6145.00	5.00	0.00	

Job Class Data Entry Verification List

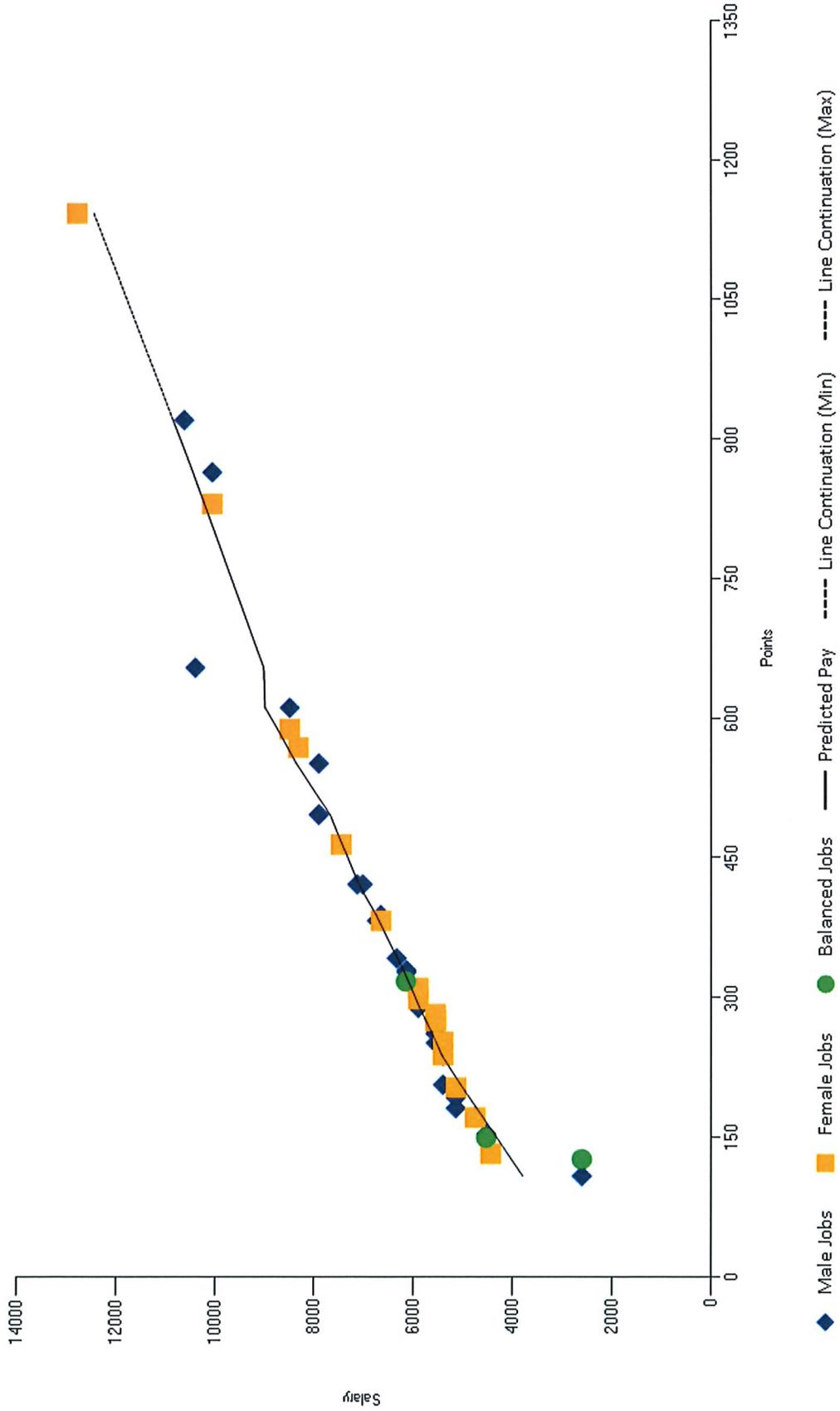
Marshall
LGID: 734

Case: 2021 DATA FINAL TEST

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
26	Lead Maintenance Worker	2	0	0	M	327	4599.00	6133.00	5.00	0.00	
25	Collection Sys. Asst. Superint	1	0	0	M	329	4599.00	6133.00	5.00	0.00	
24	Facility Maintenance Superviso	1	0	0	M	342	4748.00	6331.00	5.00	0.00	
18	Training Facility Coordinator	0	1	0	F	382	4988.00	6650.00	5.00	0.00	
19	Senior Engineering Specialist	1	0	0	M	382	4988.00	6650.00	5.00	0.00	
20	Plans Examiner/Asst Zoning Adm	1	0	0	M	382	4988.00	6650.00	5.00	0.00	
21	Building Services Coordinator	1	0	0	M	382	4988.00	6650.00	5.00	0.00	
22	Police Corporal	3	0	0	M	382	5060.00	6722.00	5.00	0.00	
23	Police Detective	1	0	0	M	382	5060.00	6722.00	5.00	0.00	
17	WWT Facility Asst. Superintend	1	0	0	M	388	4988.00	6650.00	5.00	0.00	
15	Police Sergeant	2	0	0	M	421	5374.00	7124.00	5.00	0.00	
16	Parks Superintendent	1	0	0	M	421	5260.00	7013.00	5.00	0.00	
14	Human Resource Manager	0	1	0	F	464	5587.00	7448.00	5.00	0.00	
12	Public Ways Superintendent	1	0	0	M	496	5920.00	7894.00	5.00	0.00	
13	Assistant City Engineer	1	0	0	M	496	5920.00	7894.00	5.00	0.00	
11	Liquor Store Manager	1	0	0	M	551	5920.00	7894.00	5.00	0.00	
10	Economic Development Director	0	1	0	F	568	6232.00	8310.00	5.00	0.00	
7	City Assessor	1	0	0	M	588	6364.00	8485.00	5.00	0.00	
8	Finance Director	0	1	0	F	588	6364.00	8485.00	5.00	0.00	
9	Police Captain	1	0	0	M	588	6364.00	8485.00	5.00	0.00	
6	WWT Plant Superintendent	1	0	0	M	611	6364.00	8485.00	5.00	0.00	
5	Director of Community Services	1	0	0	M	654	7795.00	10393.00	5.00	0.00	
4	Director of Administrative Ser	0	1	0	F	830	7537.00	10050.00	5.00	0.00	
3	Director of Public Safety	1	0	0	M	864	7537.00	10050.00	5.00	0.00	
2	Dir. of Public Works/City Engi	1	0	0	M	920	7963.00	10616.00	5.00	0.00	
1	City Administrator	0	1	0	F	1142	9570.00	12760.00	5.00	0.00	

Job Number Count: 58

Predicted Pay Report for: Marshall
Case: 2021 DATA FINAL TEST





Predicted Pay Report for: Marshall

Case: 2021 DATA FINAL TEST

Job Nbr	Job Title	Nbr Males	Nbr Females	Non-Binary	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
58	Building Custodian	2	0	0	2	Male	108	2608.0000	3791.5396	-1183.5396
57	Liquor Checkout Clerk	3	3	0	6	Balanced	126	2608.0000	4021.2831	-1413.2831
56	Building Maintenance Worker	0	1	0	1	Female	132	4438.0000	4097.8642	340.1358
55	Liquor Sales Associate	1	2	0	3	Balanced	149	4528.0000	4315.0643	212.9357
54	Community Service Officer	1	0	0	1	Male	153	4528.0000	4365.8983	162.1017
53	Office Assistant/Receptionist	0	3	0	3	Female	171	4750.0000	4595.6418	154.3582
52	Maintenance Worker	6	0	0	6	Male	172	4750.0000	4608.1853	141.8147
51	Maintenance Technician	3	0	0	3	Male	181	5137.0000	4723.0570	413.9430
50	WWT Plant Operator I	2	0	0	2	Male	192	5137.0000	4863.6759	273.3241
49	Media Production Technician	1	0	0	1	Male	199	5137.0000	4953.4607	183.5393
47	Senior Maintenance Worker	4	0	0	4	Male	200	5137.0000	4966.0042	170.9958
48	WWT Maintenance Operator	2	0	0	2	Male	200	5137.0000	4966.0042	170.9958
46	Police Records Clerk	0	1	0	1	Female	203	5137.0000	5004.2947	132.7053
45	Building Inspector I	1	0	0	1	Male	206	5395.0000	5042.5853	352.4147
44	Mechanic	1	0	0	1	Male	237	5395.0000	5414.6399	-19.6399
42	WWT Laboratory Specialist	0	1	0	1	Female	238	5395.0000	5422.7799	-27.7799
43	WWT Senior Maintenance Operato	1	0	0	1	Male	238	5395.0000	5422.7799	-27.7799
41	WWT Plant Operator II	2	0	0	2	Male	239	5395.0000	5432.7106	-37.7106
40	Administrative Assistant	0	3	0	3	Female	247	5395.0000	5499.5089	-104.5089
39	WWT Technical Operator	1	0	0	1	Male	251	5544.0000	5532.6926	11.3074
38	Assessing Technician	0	1	0	1	Female	252	5395.0000	5541.3118	-146.3118
36	Building Maintenance Superviso	1	0	0	1	Male	261	5544.0000	5617.2975	-73.2975
37	Recreation Coordinator	1	0	0	1	Male	261	5544.0000	5617.2975	-73.2975
34	Accounting Specialist	0	1	0	1	Female	275	5544.0000	5732.0573	-188.0573
35	Payroll/Benefits Specialist	0	1	0	1	Female	275	5544.0000	5732.0573	-188.0573
33	Community Education Coordinato	0	1	0	1	Female	282	5544.0000	5827.3136	-283.3136
31	Engineering Specialist	3	0	0	3	Male	289	5894.0000	5873.0437	20.9563
32	City Clerk	1	0	0	1	Male	289	5894.0000	5873.0437	20.9563
30	Adult Community Center Coordin	0	1	0	1	Female	298	5894.0000	5944.8026	-50.8026
29	Media Communications Specialis	1	0	0	1	Male	308	5894.0000	6023.5630	-129.5630
28	Appraiser	0	1	0	1	Female	310	5894.0000	6028.6417	-134.6417
27	Police Officer	11	3	0	14	Balanced	317	6145.0000	6090.7437	54.2563

Predicted Pay Report for: Marshall Case: 2021 DATA FINAL TEST

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
26	Lead Maintenance Worker	2	0	2	Male	327	6133.0000	6187.3019	-54.3019
25	Collection Sys. Asst. Superint	1	0	1	Male	329	6133.0000	6205.6283	-72.6283
24	Facility Maintenance Superviso	1	0	1	Male	342	6331.0000	6322.7245	8.2755
18	Training Facility Coordinator	0	1	1	Female	382	6650.0000	6688.5967	-38.5967
19	Senior Engineering Specialist	1	0	1	Male	382	6650.0000	6688.5967	-38.5967
20	Plans Examiner/Asst Zoning Adm	1	0	1	Male	382	6650.0000	6688.5967	-38.5967
21	Building Services Coordinator	1	0	1	Male	382	6650.0000	6688.5967	-38.5967
22	Police Corporal	3	0	3	Male	382	6722.0000	6688.5967	33.4033
23	Police Detective	1	0	1	Male	382	6722.0000	6688.5967	33.4033
17	WWT Facility Asst. Superintend	1	0	1	Male	388	6650.0000	6743.5967	-93.5967
15	Police Sergeant	2	0	2	Male	421	7124.0000	7094.9485	29.0515
16	Parks Superintendent	1	0	1	Male	421	7013.0000	7094.9485	-81.9485
14	Human Resource Manager	0	1	1	Female	464	7448.0000	7421.3890	26.6110
12	Public Ways Superintendent	1	0	1	Male	496	7894.0000	7669.2925	224.7075
13	Assistant City Engineer	1	0	1	Male	496	7894.0000	7669.2925	224.7075
11	Liquor Store Manager	1	0	1	Male	551	7894.0000	8354.6815	-460.6815
10	Economic Development Director	0	1	1	Female	568	8310.0000	8532.9830	-222.9830
8	Finance Director	0	1	1	Female	588	8485.0000	8736.0402	-251.0402
7	City Assessor	1	0	1	Male	588	8485.0000	8736.0402	-251.0402
9	Police Captain	1	0	1	Male	588	8485.0000	8736.0402	-251.0402
6	WWT Plant Superintendent	1	0	1	Male	611	8485.0000	8983.8852	-498.8852
5	Director of Community Services	1	0	1	Male	654	10393.0000	9009.2574	1383.7426
4	Director of Administrative Ser	0	1	1	Female	830	10050.0000	10199.5459	-149.5459
3	Director of Public Safety	1	0	1	Male	864	10050.0000	10442.3354	-392.3354
2	Dir. of Public Works/City Engi	1	0	1	Male	920	10616.0000	10842.5502	-226.5502
1	City Administrator	0	1	1	Female	1142	12760.0000	12429.7361	330.2639

Job Number Count: 58

**RESOLUTION NUMBER 21-009
CITY OF MARSHALL, MINNESOTA**

**RESOLUTION AUTHORIZING SUBMISSION OF THE CITY OF
MARSHALL 2021 PAY EQUITY IMPLEMENTATION REPORT**

WHEREAS, the Local Government Pay Equity Act, passed by the Minnesota Legislature in 1984, requires all public jurisdictions to submit a Pay Equity Implementation Report to the Minnesota Department of Management and Budget; and

WHEREAS, the Pay Equity Law in Minnesota requires that all public jurisdictions eliminate any gender-based wage inequities in compensation; and

WHEREAS, the Pay Equity Law in Minnesota requires that all jurisdictions use a job evaluation system in its pay equity analysis to determine the comparable work value of the work performed by each class of its employees; and

WHEREAS, the Pay Equity Law in Minnesota requires each local government unit to analyze its pay structure for evidence of gender-based pay inequities and to report this information to the Minnesota Department of Management and Budget; and

WHEREAS, City of Marshall is required to submit a Pay Equity Implementation Report once every three years, the next report is due by January 31, 2021; and

WHEREAS, the City of Marshall has accomplished the required Pay Equity analysis and has prepared the required report for submission; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA, that the City of Marshall 2021 Pay Equity Implementation Report be authorized for submission to the Minnesota Department of Management and Budget.

Passed and adopted by the Common Council of the City of Marshall, Minnesota this 26th day of January 2021.

THE COMMON COUNCIL

Mayor of the City of Marshall, Minnesota

ATTEST:

Kyle Box, City Clerk

Guide to Understanding Pay Equity Compliance

Pay Equity Office
Minnesota Management & Budget
400 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

[Local Government Pay Equity Webpage](#)

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Guide to Understanding Pay Equity Compliance

This booklet gives a general overview of how data from the local government reports is analyzed and how the tests for compliance are conducted. Complete details of compliance requirements are in Minnesota Rules Chapter 3920.

This booklet also describes the computer software developed by MMB. This software calculates several of the tests for compliance and the reports produced by the software are explained on pages three through five.

Tests for Compliance

1. **Completeness and Accuracy Test** - determines whether jurisdictions have filed reports on time, included correct data and supplied all required information.
2. **Statistical Analysis Test** - described on pages three through five, compares salary data to determine if female classes are paid consistently below male classes of comparable work value (job points). MMB has developed software that calculates the results for this test. This test is generally applied to larger jurisdictions. For smaller jurisdictions, the alternative analysis is used.
3. **Alternative Analysis Test** - described on pages 14 through 17, compares salary data to determine if female classes are paid below male classes even though the female classes have similar or greater work value (job points). The software is not used for this test.
4. **Salary Range Test** - described on page 18, compares the average number of years it takes for individuals to move through salary ranges established for female classes compared to male classes. This test only applies to jurisdictions that have a system where there is an established number of years to move through salary ranges.
5. **Exceptional Service Pay Test** - described on page 19, compares how often individuals in male classes receive longevity or performance pay above the normal salary range compared to how often individuals in female classes receive this type of pay. This test applies only to jurisdictions that have a system that includes exceptional service pay.

Determining Whether the Alternative or Statistical Analysis Will Be Used

1. Alternative analysis - jurisdiction has:

- Three or fewer male classes.

NOTE: Jurisdictions with three or fewer male classes may want to skip over the information on pages two through seven describing the statistical analysis and computer reports.

2. Statistical analysis - jurisdiction has:

- Six or more male classes and at least one class with an established salary range, or
- Four or five male classes and an underpayment ratio of 80% or more. May or may not have classes with an established salary range.

3. Start in statistical analysis but go to alternative analysis - jurisdiction has:

- Four or five male classes and an underpayment ratio below 80%, or
- An underpayment ratio below 80%, six or more male classes, but no classes with a salary range.

Explanation of Computer Reports

Information contained in the next few pages is intended to explain the three reports produced by the Pay Equity Management System Software. Look at the sample reports as you read the following explanations. Each numbered explanation corresponds to a shaded number on the examples on pages three, five and six. For informational purposes, a sample of a graph produced with the Pay Equity Analysis software is shown on page seven.

Compliance Report

Pay Equity Implementation Report data. Parts II, III and IV of the Compliance Report give test results. For more detail on each test, refer to [Minnesota Rules Chapter 3920](#).

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from the

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	8	4	2	14
# Employees	14	4	24	42
Avg. Max Monthly Pay Per Employee	1,537.22	1,796.87		1,656.86

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 150.0* 4

	Male Classes	Female Classes
a. # At or above Predicted Pay	5	3
b. # Below Predicted Pay	3	1
c. TOTAL	8	4
d. % Below Predicted Pay (b divided by c = d)	37.50 5	25.00 6

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 16 Value of T = -3.732 7

- a. Avg. diff. in pay from predicted pay for male jobs = \$2 8
- b. Avg. diff. in pay from predicted pay for female jobs = \$75 9

III. SALARY RANGE TEST = 105.71% 10 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 5.29
- B. Avg. # of years to max salary for female jobs = 5.00

IV. EXCEPTIONAL SERVICE PAY TEST = 50.00% 11 (Result is B divided by A)

- A. % of male classes receiving ESP 50.00*
- B. % of female classes receiving ESP 25.00

*(If 20% or less, test result will be 0.00.)

Compliance Report

Explanations below correspond to shaded numbers on page three.

1. **Average Maximum Monthly Salary for Employees in Male Classes**
2. **Average Maximum Monthly Salary for Employees in Female Classes**
3. **Overall Average Maximum Monthly Salary for an Employee**
4. **Underpayment Ratio**

The minimum requirement to pass the statistical analysis test is an underpayment ratio of 80%. The underpayment ratio is calculated by dividing the percentage of male classes below predicted pay (item five) by the percentage of female classes below predicted pay (item six). In the example on page three, $37.5 \div 25 = 150\%$. Jurisdictions with an underpayment ratio below 80% can improve their score by increasing salaries for female classes to at or above predicted pay. More details regarding predicted pay are on pages six through 13.

If the underpayment ratio is less than 80%, a jurisdiction may still pass the statistical analysis test if the t-test results (explained in item 7) are not statistically significant. The t-test measures the average dollar difference from predicted pay for male and female classes.

5. Percentage of Male Classes Below Predicted Pay

This percentage is calculated by dividing the number of male classes below predicted pay by the overall total of male classes. In the example on page three, the total of male classes is eight, and three fall below predicted pay. Therefore, $3 \div 8 = 37.50\%$.

6. Percentage of Female Classes Below Predicted Pay

This percentage is calculated by dividing the number of female classes below predicted pay by the overall total of female classes. In the example on page three, the total of female classes is four and one of those falls below predicted pay. Therefore, $1 \div 4 = 25\%$.

7. T-Test & Degrees of Freedom

These numbers are used only for jurisdictions with an underpayment ratio below 80%, at least six male classes and at least one class with a salary range. If the underpayment ratio is 80% or more, these numbers are not used nor are they used for jurisdictions in the alternative analysis.

These numbers show the average dollar amount that males and females are from predicted pay and answer the question: Are females paid less than males on average and, is the underpayment of females statistically significant?

To determine if these numbers show statistical significance, they must be checked against the table on page five. Find the DF number in the “Degrees of Freedom” column and then look across for the “Value of T.” If the “value of t” on the compliance report is less than the “value of t” on the table, it means that either there is no underpayment of female classes or that the underpayment is not statistically significant. If the t-test number is the same or more than the “value of t” on the table, the underpayment for female classes is statistically significant and the jurisdiction would not pass the test.

Salary increases for female classes sufficient to eliminate statistical significance would allow a jurisdiction to pass the statistical analysis test even with an underpayment ratio below 80%.

In the example on page three, t-test results would not be used because the underpayment ratio is above 80%, but let's assume we needed to check these results. First, we would find 16 in the DF column

and then look across to find the value of t at 1.746. Since our t-test number is -3.732, well below the value of t on the table, these results would show that on average, females are not underpaid compared to males.

<u>DF</u>	<u>Value of t</u>	<u>DF</u>	<u>Value of t</u>	<u>DF</u>	<u>Value of t</u>
1	6.314	12	1.782	23	1.714
2	2.920	13	1.771	24	1.711
3	2.353	14	1.761	25	1.708
4	2.132	15	1.753	26	1.706
5	2.015	16	1.746	27	1.703
6	1.943	17	1.740	28	1.701
7	1.895	18	1.734	29	1.699
8	1.860	19	1.729	30	1.697
9	1.833	20	1.725	40	1.684
10	1.812	21	1.721	60	1.671
11	1.796	22	1.717	120	1.658
				Infinity	1.645

While the entire method for calculating t-test results cannot be explained here, it is a commonly accepted mathematical technique for measuring statistical significance. The formula is fairly complex, but basically it factors in predicted pay, the dollar difference from predicted pay and the number of employees. The DF number is the total number of employees in male or female dominated classes only, minus two.

by reducing the number of years it takes for female classes to reach maximum salaries, increasing the number of years for males to reach maximum salaries, or some combination of both. A result of 0% would mean that either there are no male classes with an established number of years to move through a salary range, no female classes with an established number of years to move through a salary range, or both. A description of how the salary range test is calculated is on page 18.

8. Average Dollar Amount Male Classes are Above or Below Predicted Pay

In the example on page three, the maximum monthly salary for male classes, on average, is \$2 above predicted pay.

9. Average Dollar Amount Female Classes are Above or Below Predicted Pay

In the example on page three, the maximum monthly salary for female classes, on average, is \$75 above predicted pay.

10. Salary Range Test

This number must be either 0% or 80% or more to pass this test. In the example on page three, 105.71% is passing. Jurisdictions not passing this test can pass it

11. Exceptional Service Pay Test

This number must be either 0% or 80% or more to pass this test. In the example on page three, 50% is not passing. Jurisdictions not passing this test can pass it by either increasing the number of female classes that receive exceptional service pay, decreasing the number of male classes that receive exceptional service pay, or some combination of both. A result of 0% could mean that fewer than 20% of male classes receive exceptional service pay or that no female classes receive exceptional service pay. A description of how the exceptional service pay test is calculated is on page 19.

Statistical Analysis

Explanations correspond to shaded numbers below.

This report can be printed after the results are computed. The predicted pay and pay difference columns are helpful in analyzing the cost of adjusting the salary for any given class.

1. Predicted Pay

The most simplistic definition of predicted pay is that it is the average pay of male classes at any given point value. Predicted pay is calculated by averaging the maximum monthly salaries for male classes in the jurisdiction. It is the standard for comparing how males and females are compensated. Predicted pay is a mirror, or reflection, of the current compensation practice within a jurisdiction for male classes, but is not necessarily the salary that "should" be paid at any particular point level. Specific details of the method used to calculate predicted pay is explained in pages eight through 13. The graph on page seven shows a "predicted pay line" and how male and female classes scatter around that line. Predicted pay amounts are determined only from the jurisdiction itself, not from any external factors or salaries.

2. Pay Difference

Shows the dollar amount that maximum monthly salaries fall above or below predicted pay. If a jurisdiction does not pass the statistical test and needs to increase salaries for female classes, either to reach an underpayment ratio of 80% or eliminate the statistical significance of the t-test, this information is useful in calculating the cost. For example, the cost to increase the female class of "stage manager" to predicted pay would be \$6.20 per month.

1
2

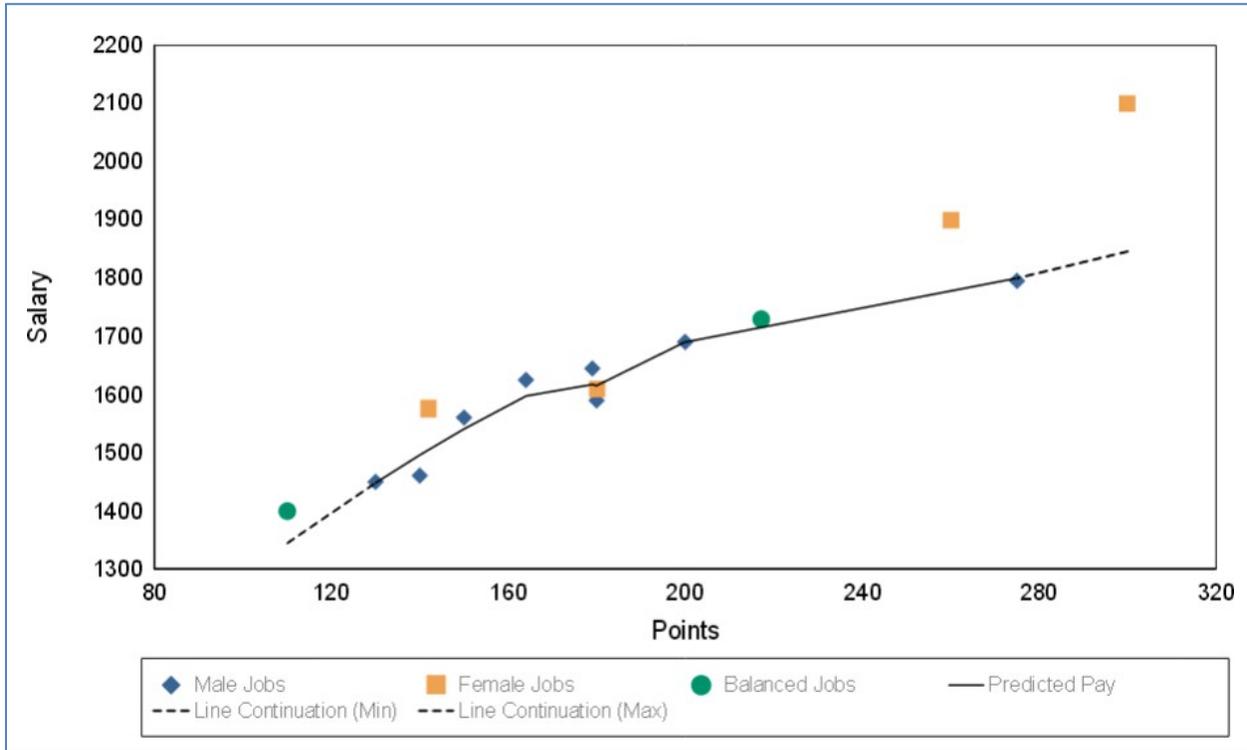
Predicted Pay Report for Stageville Theater First Step To Broadway!
Case : 2011

10/10/2016

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Box Office	1	1	2	Balanced	110	\$1,400.41	\$1,344.82	\$55.59
2	Stage Crew	6	1	7	Male	130	\$1,460.26	\$1,447.15	\$3.11
3	Props Chief	1	0	1	Male	140	\$1,460.94	\$1,495.59	(\$34.65)
4	Costume Designer	0	1	1	Female	142	\$1,575.89	\$1,505.17	\$70.72
5	Set Tech.	1	0	1	Male	150	\$1,560.75	\$1,540.12	\$20.63
6	Lighting Tech.	1	0	1	Male	164	\$1,625.50	\$1,598.54	\$26.96
7	Effects Eng.	1	0	1	Male	179	\$1,645.22	\$1,617.17	\$28.05
8	Stage Manager	0	1	1	Female	180	\$1,610.30	\$1,616.50	(\$6.20)
9	Writer	1	0	1	Male	180	\$1,590.19	\$1,616.50	(\$26.31)
10	Marketing Director	1	0	1	Male	200	\$1,690.85	\$1,689.43	\$1.42
11	Actor/Actress	10	12	22	Balanced	217	\$1,730.85	\$1,748.34	(\$17.49)
13	Producer	0	1	1	Female	260	\$1,900.00	\$1,773.81	\$126.19
12	Director	1	0	1	Male	275	\$1,795.76	\$1,800.99	(\$5.23)
14	General Manager	0	1	1	Female	300	\$2,100.67	\$1,846.29	\$254.38

Job Number Count: 14

Predicted Pay Graph



Job Class Data Entry List Report

Shows the data that has been entered for computation. This report should be carefully reviewed before computing the results. If any errors are found, they must be corrected before computing results.

Job Class Data Entry Verification List

Stageville Theater First Step To Broadway!
LGID 1

Case: 2011

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Box Office	1	1	B	110	\$1,200.00	\$1,400.41	4.00	0.00	
2	Stage Crew	6	1	M	130	\$1,250.00	\$1,450.26	5.00	0.00	Longevity
3	Props Chief	1	0	M	140	\$1,260.00	\$1,460.94	5.00	0.00	Longevity
4	Costume Designer	0	1	F	142	\$1,375.00	\$1,575.89	5.00	0.00	
5	Set Tech.	1	0	M	150	\$1,360.00	\$1,560.75	5.00	0.00	Longevity
6	Lighting Tech.	1	0	M	164	\$1,400.00	\$1,625.50	6.00	0.00	Longevity
7	Effects Eng.	1	0	M	179	\$1,425.00	\$1,645.22	6.00	0.00	
8	Stage Manager	0	1	F	180	\$1,425.00	\$1,610.30	5.00	0.00	Longevity
9	Writer	1	0	M	180	\$1,400.00	\$1,590.19	6.00	0.00	
10	Marketing Director	1	0	M	200	\$1,490.00	\$1,690.85	4.00	0.00	
11	Actor/Actress	10	12	B	217	\$1,500.00	\$1,730.85	4.00	0.00	Performance
13	Producer	0	1	F	260	\$1,700.00	\$1,900.00	0.00	1.00	
12	Director	1	0	M	275	\$1,600.00	\$1,795.76	0.00	3.00	
14	General Manager	0	1	F	300	\$1,800.00	\$2,100.67	0.00	5.00	

Job Number Count: 14

Method Used for Predicted Pay Calculation in the Statistical Analysis

The following explanation is a general description of how predicted pay is calculated but does not include all details of the formula in [Minnesota Rules Chapter 3920](#).

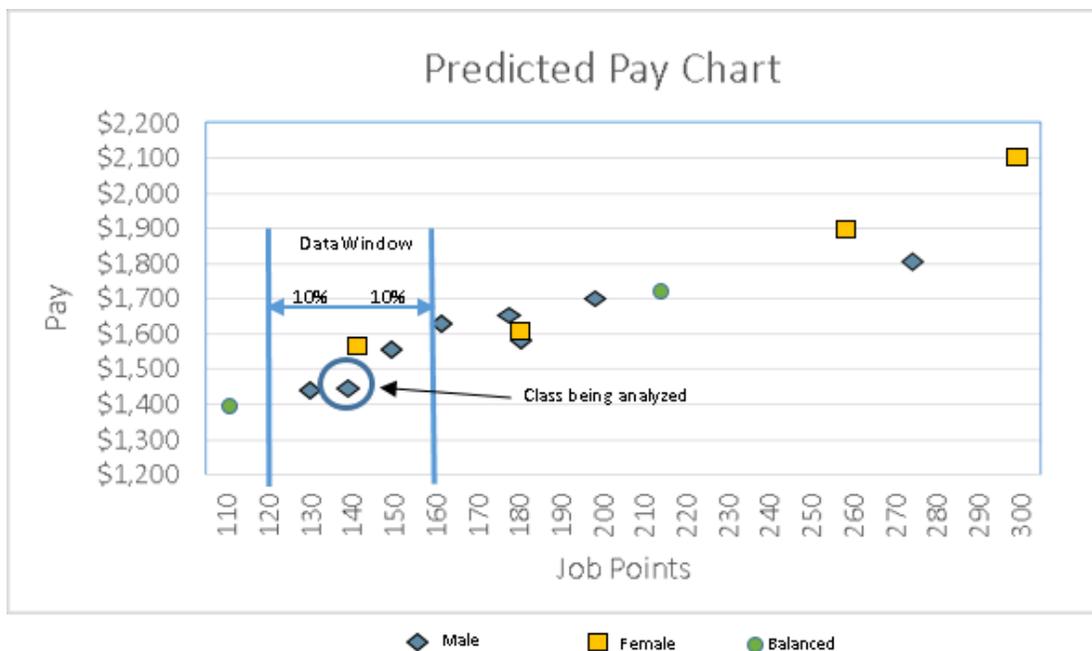
Basis of the Statistical Analysis

The definition in the Local Government Pay Equity Act for equitable compensation relationship says “...compensation for female-dominated classes is not consistently below the compensation for male-dominated classes of comparable value...”

The formula for the statistical analysis is based on three concepts found in the above definition: comparable value, male compensation and consistently below.

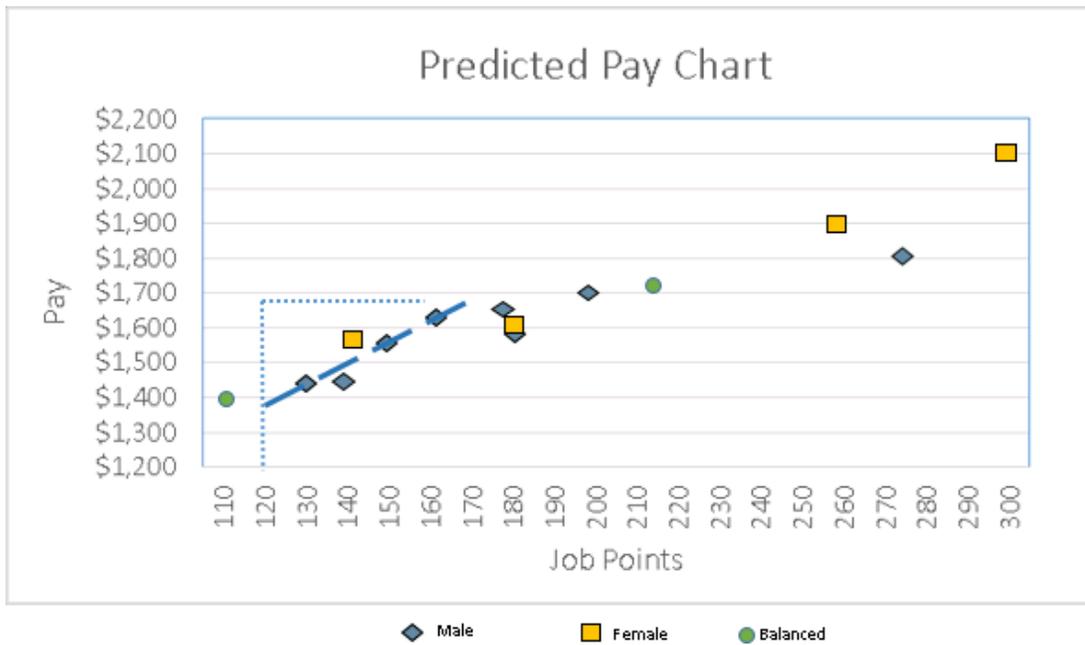
I. Defining “Comparable Value”

Except for classes in the lower and upper 10% of the point range, comparable value is defined by drawing a 20% window around the job class being analyzed. Each window extends 10% of the range of points on each side of the class. In the example, there is a range of 200 points from lowest to highest, so 10% would be 20 points. Each window must have at least three male classes (two of which have different points) and must include at least 20% of all male classes in the jurisdiction. If this criteria is not met, the window will expand at 5% increments on either side until the required number of male classes are included. The drawing below shows one window for one class.

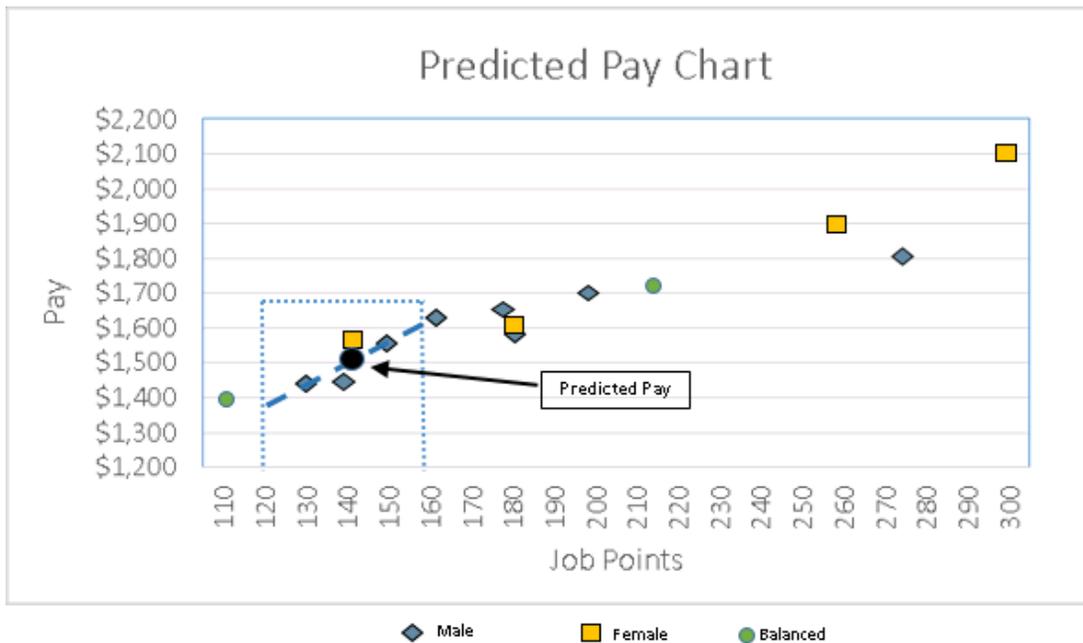


II. Defining “Male Compensation” or “Predicted Pay”

- A. The first step in defining male compensation is to draw a "mini" regression line through the male classes in the window.

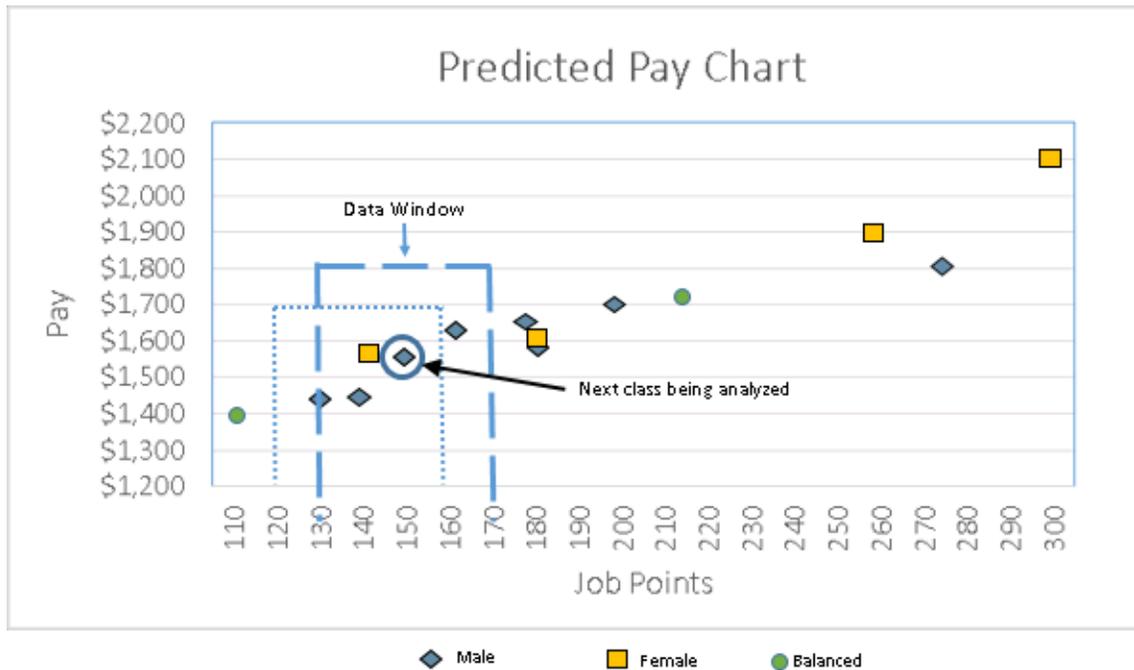


- B. The second step in defining male compensation is to look at the class being analyzed and the same point on the mini regression line. This point is called predicted pay.

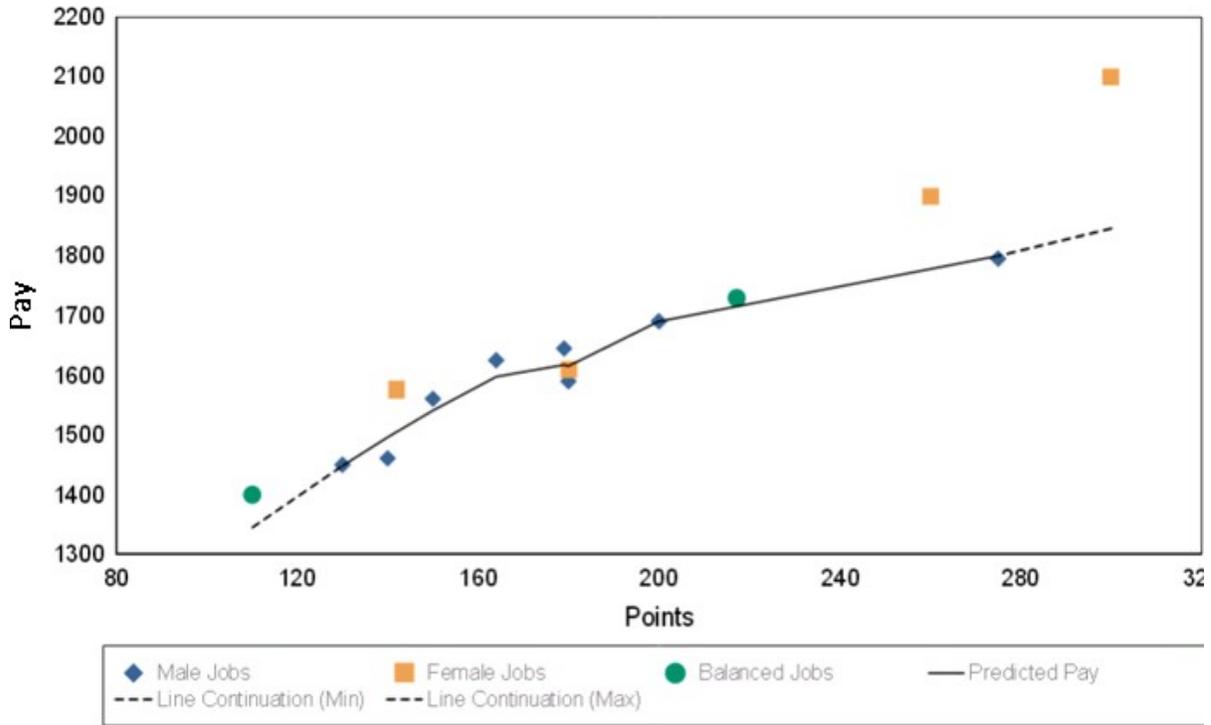


III. Defining “Consistently Below”

- A. A determination is made as to whether the class being analyzed falls above or below predicted pay. In the example, the female class being analyzed is above predicted pay.
- B. A new window is drawn when the next class is analyzed. This continues until all classes have been analyzed.



C. When all the classes have been analyzed, a predicted pay line is drawn.



D. The tabulation of the number of male and female classes above and below the predicted pay line is made.

For example:

F above	=	3	M above	=	5
F below	=	1	M below	=	3
Total	=	4	Total	=	8

E. The percentage of male and female classes below predicted pay is calculated by dividing the number of classes below by the total number of classes in each group.

Female classes:	$1 \div 4$	=	25.00%
Male classes:	$3 \div 8$	=	37.50%

F. The percentage of male classes below predicted pay is divided by the percentage of female classes below predicted pay. This produces the “underpayment ratio.”

$$37.50\% \div 25.00\% = 150.00\%$$

G. An underpayment ratio below 80% shows that female classes are compensated “consistently below” male classes of comparable value. If the underpayment ratio is below 80%, further analysis is done to determine if the underpayment of females is statistically significant. Using the t-test, a determination is made whether or not the dollar difference is statistically significant. Details of the t-test can be found on page four.

Alternative Analysis Test

The minimum requirement to pass this test is that:

- a. there is no compensation disadvantage for at least 80% of female classes compared to male classes; or,
- b. compensation differences can be accounted for by years of service or performance.

On the next few pages the four possibilities that exist for inequities or a compensation disadvantage are described.

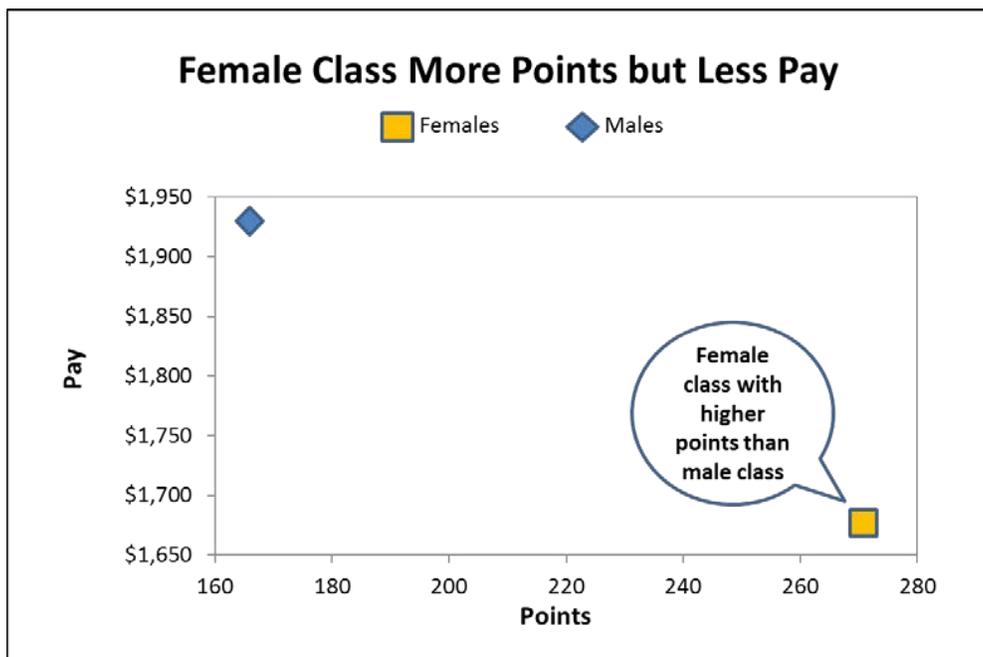
1. A female class with higher points has less compensation than a male class with lower points.

Example: In this case, the female job class of city clerk has more points but less pay than the male job class of maintenance supervisor.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$1665
Maint. Sup.	M	171	\$1925

The minimum requirement to correct this inequity is that the female class must have a salary at least equal to that of the male class.

Graph illustrating inequity for female job class.



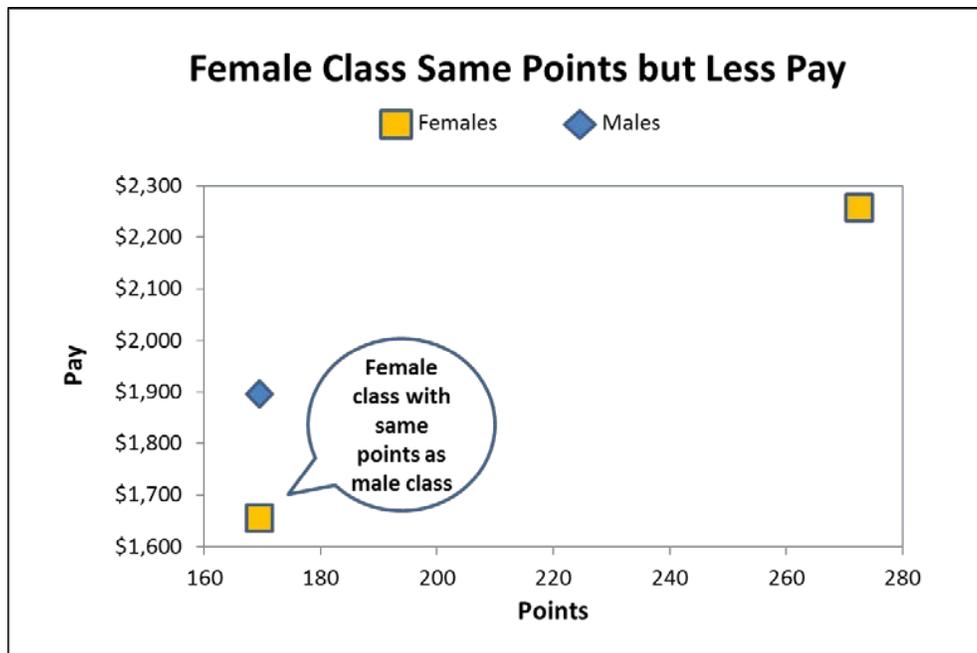
2. A female class has the same points as a male class but less compensation.

Example: In this case, the female job class of secretary and the male job class of maintenance have the same points but the secretary receives less pay.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$2265
Maintenance	M	171	\$1900
Secretary	F	171	\$1630

The minimum requirement to correct this inequity is that the female class must have a salary at least equal to the male class.

Graph illustrating inequity for female job class.



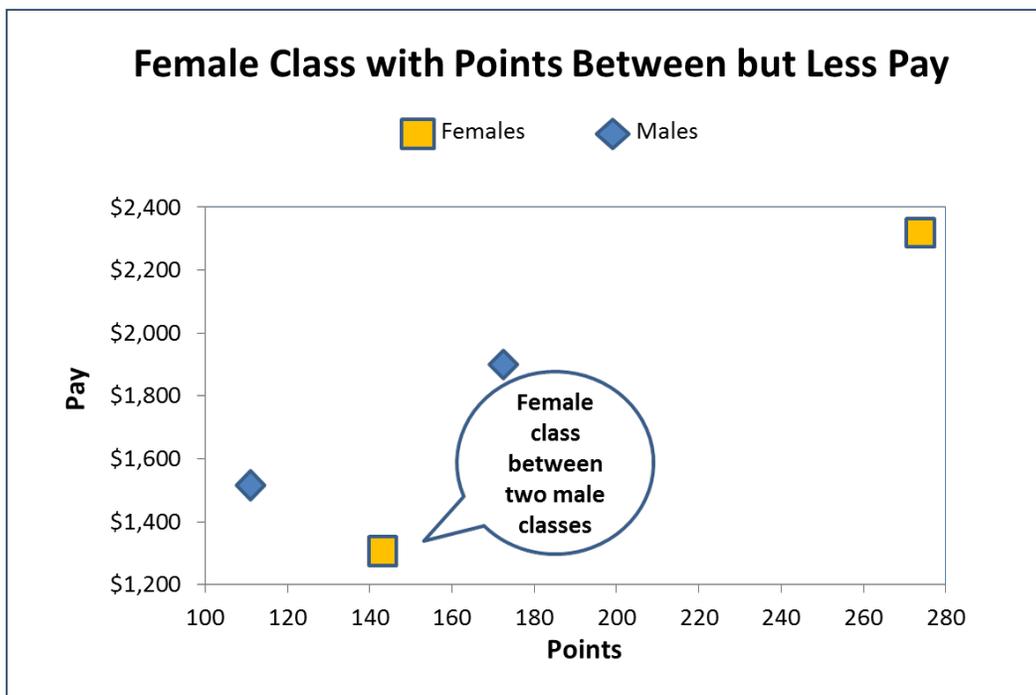
3. A female class has points between two male classes but compensation is not between or above the two male classes.

Example: In this case, the female job class of receptionist has points between two male classes but receives less pay than either of them.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk	F	275	\$2370
Maintenance	M	171	\$1900
Receptionist	F	141	\$1250
Custodian	M	111	\$1500

The minimum requirement to correct this inequity is that the female class must have a salary somewhere between the two male classes.

Graph illustrating inequity for female job class.



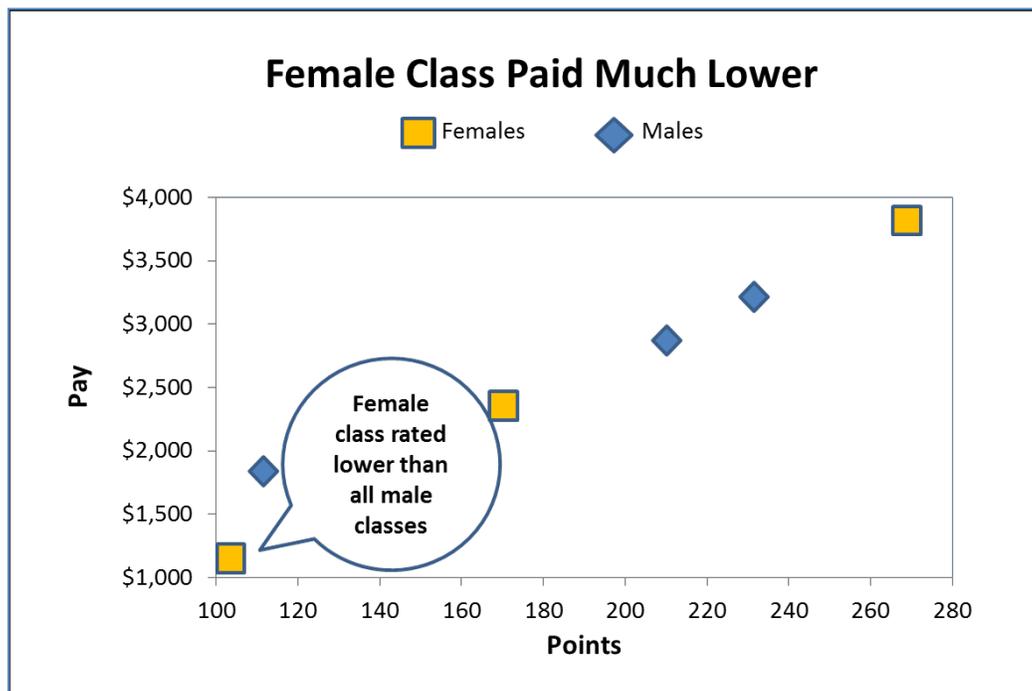
4. A female class, rated lower than all male classes, is not compensated as reasonably proportionate to points as other classes.

Example: In this case, the retail clerk has a salary of \$700 per month below the custodian but only six fewer points. For all other job classes where there is a salary difference, there is a larger difference in points. For example, the maintenance supervisor’s salary is \$300/month less than the police officer and there is a difference of 23 points.

<u>Job Title</u>	<u>Type</u>	<u>Class Points</u>	<u>Max. Monthly Salary</u>
City Clerk/Admin	F	275	\$3800
Police Officer	M	236	\$3200
Maintenance Sup	M	213	\$2900
Admin. Sec.	F	173	\$2400
Custodian	M	111	\$1800
Retail Clerk	F	105	\$1100

While some difference in salary is acceptable due to the point difference, the salary for the retail clerk with 105 points must be much closer to the salary for the custodian with 111 points. When there is a question regarding the salary for female class or classes rated lower than all male classes, the judgment is made on a case-by-case basis, and the main considerations are the relationship of points and pay between other classes in the jurisdiction and past history of pay relationships that were previously in compliance. In this case, the minimum requirement to correct this inequity would be that the salary for the retail clerk would be approximately \$1,650/month.

Graph illustrating inequity for female class.



Salary Range Test

This is an example to show how the salary range test is calculated. It is not necessary to calculate this test manually if the software is being used. If the software is not being used, the following steps will produce a result for this test. Information is recorded for male or female classes only, not balanced classes. The information for this example is taken from the Data Entry List Report on page seven.

JURISDICTION: Stageville Theatre

Step 1

Look at the “years to max” column and identify male classes with an established number of years to move through a salary range.

Title	Years to Max
Stage Crew	5
Props Chief	5
Set Tech	5
Lighting Tech	6
Effects Tech	6
Writer	6
<u>Marketing Director</u>	<u>4</u>
7 <i>total classes</i>	37 <i>total years</i>

Step 2

Calculate the average years to reach maximum salary for male classes:

A. Total years from Step 1	37	
B. Total classes from Step 1	<u>7</u>	
C. Divide 2A by 2B	$37 \div 7 =$	5.28 <i>average years to max</i>

Step 3

Look at the “years to max” column and identify female classes with an established number of years to move through a salary range.

Title	Years to Max
Costume Designer	5
<u>Stage Manager</u>	<u>5</u>
2 <i>total classes</i>	10 <i>total years</i>

Step 4

Calculate the average years to reach maximum salary for female classes:

A. Total years from Step 3	10	
B. Total classes from Step 3	<u>2</u>	
C. Divide 4A by 4B	$10 \div 2 =$	5 <i>average years to max</i>

Step 5

Divide 2C by 4C and multiply by 100. $5.28 \div 5 = 1.05 \times 100 = 105\%$

Enter this result in Part C of the Pay Equity Implementation Report.

Exceptional Service Pay Test

This is an example to show how the exceptional service pay test is calculated. It is not necessary to calculate this test manually if the software is being used. If the software is not being used, the following steps will produce a result for this test. The information for this example is taken from the Data Entry List Report on page seven. Information is recorded for male or female classes only, not balanced classes.

Step 1

Look at the “exceptional service pay” column and calculate the percentage of male classes receiving exceptional service pay.

- | | |
|---|------------------------------------|
| A. Total number of male classes where an employee receives exceptional service pay. | 4 |
| B. Total number of male classes in the jurisdiction. | 8 |
| C. Divide 1A by 1B and multiply by 100. | $4 \div 8 = .50 \times 100 = 50\%$ |

If result of 1C is 20% or less, stop here and check appropriate box in Part D of report form.

If result is more than 20%, go on to Step 2.

Step 2

Look at the “exceptional service pay” column and calculate the percentage of female classes receiving exceptional service pay.

- | | |
|---|------------------------------------|
| A. Total number of female classes where an employee receives exceptional service pay. | 1 |
| B. Total number of female classes. | 4 |
| C. Divide 2A by 2B and multiply by 100. | $1 \div 4 = .25 \times 100 = 25\%$ |

Step 3

Calculate the ratio of female/male classes receiving exceptional service pay.

Divide 2C by 1C and multiply by 100. $.25 \div .50 = .50 \times 100 = 50\%$

Meeting Date:	Tuesday, January 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0262852 to Bolton & Menk, Inc.
Background Information:	<p>Attached are the following for the above-referenced project:</p> <ol style="list-style-type: none"> 1) Invoice 0262852 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$25,875.25 <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
Fiscal Impact:	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize payment of Invoice 0262852 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$25,875.25.



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Marshall
 Wastewater Treatment Facility
 Bob Van Moer, Wastewater Superintendent
 600 Erie Street
 Marshall, MN 56258

December 31, 2020
 Project No: T22.115360
 Invoice No: 0262852
 Client Account: MARS

Marshall/WWTF Improvements

Marshall WWTF Improvement

Professional Services per Agreement from November 14, 2020 through December 11, 2020:

Construction Services (004)

Professional Services

	Hours	Amount
Project Management		
Principal	2.00	410.00
Senior Principal	2.00	464.00
Meetings/Hearing/Presentation		
Principal	116.00	21,460.00
Computer Aided Drafting		
Design Engineer	1.50	172.50
Technician	3.50	490.00
As Built Survey		
Technician	7.00	980.00
Contract Admin/Construction Engineering		
Design Engineer	4.00	740.00
Construction Observation		
Senior Technician	6.50	975.00
Grant/Funding Application		
Specialist	1.50	183.75
Totals	144.00	25,875.25
Total Labor		25,875.25

Billing Limits

	Current	Prior	To-Date
Total Billings	25,875.25	440,252.53	466,127.78
Limit			900,000.00
Remaining			433,872.22

Total this Task \$25,875.25

Total this Invoice \$25,875.25

VENDOR # 0724
 INVOICE # 0262852
 \$ AMOUNT 25,875.25
 DATE 12-31-2020
 ACCT & PROJ # 602-49500-55120 W13
 DESCRIPTION WWTF Improv.
 SIGNATURE [Signature]

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Authorization for Request for Proposals South 4 th Street/Country Club Intersection Study.
Background Information:	<p>City staff would like to evaluate different options for improving the intersection of South 4th Street and Country Club Drive. The intersection of these streets occurs at a heavy skew and is currently controlled by a traffic signal that was originally installed in 1983. The signal is outdated and not in compliance with current ADA standards for a safe pedestrian crossing. This traffic signal is the only traffic signal fully under City of Marshall control; all other traffic signals are located along a MnDOT corridor and fall under MnDOT jurisdiction.</p> <p>To help evaluate improvement opportunities at this intersection, City staff would like to hire a consulting engineer to review and provide alternative options for intersection improvement. Staff has prepared a request for proposals (RFP) to solicit proposals from interested engineering firms with a submission deadline of February 12, 2021. Staff anticipates bringing this back to Council for award of proposal at the February 23, 2021 meeting.</p> <p>Staff will expect the consultant to evaluate multiple opportunities for improvement at this intersection and provide preliminary cost estimates for each option. This information would then be brought back to Council later this spring for consideration of a future improvement project to be scheduled in our Capital Improvement Plan (CIP) for 2022.</p>
Fiscal Impact:	None at this time. Staff will bring a recommendation back to the City Council for consideration and award of contract after staff review of received proposals. The Engineering Department has \$20,000 budgeted for this work.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	Authorize city staff to advertise for proposals for intersection improvement options at the intersection of South 4 th Street and Country Club Drive.



MARSHALL
CULTIVATING THE BEST IN US

Request for Proposal

S. 4TH STREET - COUNTRY CLUB DRIVE INTERSECTION
IMPROVEMENT

PLEASE RESPOND BY 12:00 NOON ON FRIDAY, FEBRUARY 12, 2021

City of Marshall, MN
344 W. MAIN STREET, MARSHALL, MN 56258

Background

Country Club Drive was previously MN Trunk Highway 23 prior to MnDOT constructing the TH 23 Bypass along the east and south sides of Marshall. Country Club Drive was turned back to the City of Marshall and is currently a part of the City's Municipal State Aid system (MSAS). This roadway intersects South 4th Street which is also part of Marshall's MSAS system. This intersection is currently signal-controlled, and the only signal operated by the City of Marshall.

This intersection is bordered by the County Fair grocery store (now closed) to the east, the National Guard Armory to the northeast, the Westside Elementary School (planned for closure next year) to the northwest, the Marshall Golf Club to the west and mainly residential homes to the south. The City of Marshall is finishing reconstruction of S. 4th Street up to this intersection in 2020. MnDOT has plans to reconstruct College Drive in 2025 including a roundabout at the intersection just northeast at College Drive, Country Club Drive, and S. 2nd Street. The City of Marshall Right-of-Way on both of these roadways is variable in this area. However, the Right-of-Way is roughly 150' wide on Country Club Drive and approximately 66' wide on S. 4th Street.

Scope of Work

The consulting firm will evaluate the current function of the intersection and help identify future road system demands. The issue identification process will include traffic and transportation issues including identifying local transportation system changes, land use changes, transit and pedestrian needs, growth patterns and community expectations.

At a minimum, the consulting firm shall include warrant analyses and consideration of a roundabout and replacement of the existing traffic signal. Additional alternatives should be evaluated. Deliverables for the work shall include:

- An Existing Conditions and Needs Assessment Memorandum
- A Draft ICE Report – Existing Conditions and Concept Alternatives
- An Environmental, Stormwater, Right-of-Way and Utility Impacts Draft Memorandum
- Concept Alternatives with General Cost Estimates
- Recommended Alternative and Draft Cost Estimate Report/Memo

The consulting firm shall provide all deliverables in a PDF electronic format along with any City of Marshall requested electronic files (e.g. CADD files, shape files, KMZ files, etc.).

Summary of Deliverables

Proposal

The proposal shall include the following at a minimum:

- A statement of the objectives, goals and tasks to show the firm's view and understanding of the proposed project.
- An outline of the firm's background and experience with similar projects.
- Identify the level of the City of Marshall's participation in the contract.
- A detailed cost breakdown of the tasks to be performed with a breakout of the hours for each employee category (e.g. principal, senior planner, technician, etc.) per work task identified. The consultant will show the hourly rate for each employee category and also break out any direct expenses, overhead and profit. Total dollar amounts for each work task and total cost for the entire contract shall be included.

Timeline

The City of Marshall would like to present options for an intersection reconfiguration to the City Council in June 2021. The City of Marshall Public Works staff require the deliverables included in the Scope of Work received by May 28, 2021. The Public Works Department has placed construction of an intersection reconfiguration project in the Capital Improvement Program preliminarily in 2022.

Selection of Proposal

The City of Marshall shall review all proposals received in response to this RFP in a comprehensive, fair and impartial manner. Some of the criteria used in the evaluation will include, but not limited to project understanding/objectives, qualifications/experience of personnel working on this project and cost.

The City of Marshall reserves the right to following:

- Issue no contract award for the services described in this RFP
- Reject any or all proposals
- Not obligated to accept the lowest price or most technologically advanced proposal
- No obligation to reveal the basis for contract award or evaluation process

Evaluation and selection is anticipated for completion two weeks from the proposal due date.

All costs for developing the proposal in response to this RFP are entirely the responsibility of the proposing party and shall not be chargeable in any manner to the City. A proposal submitted in response to this RFP is irrevocable for 60 days from the date of submission. Contract execution is contingent upon approval by the City of Marshall City Council. All those submitting a response to this RFP will be notified of the award of a contract when an award is made. If no award is made, all vendors will be notified accordingly.

Contact Info and Proposal Submission

Submit one (1) complete electronic copy of the proposal including proposed costs. An authorized member of the consulting firm must sign the copy of the proposal.

All proposals must be sent to:

Jessie Dehn, P.E.
Assistant City Engineer
City of Marshall Public Works
344 W. Main Street
Marshall, MN 56258
E-Mail: Jessie.Dehn@ci.marshall.mn.us

Any questions or requests for additional information will be forwarded to the point of contact above. All proposals must be received no later than **Friday, February 12th, 2021 at 12:00 p.m.** Late proposals will not be considered.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Renewal of American Engineering, Inc. Testing Professional Services Agreement.
Background Information:	<p>At the meeting on December 12, 2017, the City Council authorized entering into a Professional Services Agreement for Testing Services with American Engineering Testing, Inc. (AET) for various inspection services ending December 31, 2020.</p> <p>A request was submitted to AET for a renewal agreement for a 3-year term with the rates for the various tests being re-evaluated on an annual basis (January-December of each year) with approval of the rates approved by City Council in December for the following year.</p> <p>Attached is a draft of a proposed 3-year agreement through December 31, 2023 for these services for consideration by the City along with the 2021 fee schedule (Exhibit A).</p> <p>This agreement has been forwarded to the City Attorney for his review and approval.</p>
Fiscal Impact:	In accordance with the actual work done per project.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize entering into a Professional Services Agreement for Testing Services with American Engineering Testing, Inc. (AET) for various inspection services ending December 31, 2023.

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE
CITY OF MARSHALL, MINNESOTA and AMERICAN ENGINEERING TESTING, INC.**

THIS SERVICE AGREEMENT is made and entered into this _____ day of _____ 2021, by and between the City of Marshall, Minnesota (“CLIENT”) and American Engineering Testing, Inc., St. Paul, Minnesota (“AET”).

TERM

Unless this agreement terminates earlier, per the terms herein, this Agreement will terminate on 12/31/2023. This agreement can be terminated with a 30-day notice by either party.

RECITALS

- A. CLIENT has need from time to time for various services offered by AET, including environmental services, geotechnical engineering, subsurface exploration, materials engineering, testing, forensic services and laboratory services (“Services”).

This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

NOW THEREFORE in consideration of the foregoing, and the covenants contained herein, CLIENT and AET hereby mutually agree as follows:

SECTION I - SERVICES TO BE PERFORMED BY AET

A. **Basic Services**

1. When CLIENT requests Services for a specific project (“Project”), AET shall issue a letter proposal (“Letter Proposal”) setting forth additional terms and conditions pursuant to which AET will perform the Services, e.g., the scope of Services for such Project and additional or alternate payment provisions. The Proposal is valid for ninety (90) day after such issuance to the Client. The Letter Proposal, the terms and conditions set forth in this Service Agreement and any appendices attached hereto shall comprise the Agreement between AET and CLIENT for Services for a Project and are binding upon the CLIENT, its successors, assignees, joint venturers and third-party beneficiaries.
2. Billing rates and invoicing for the Services will be in accordance with Section III of this Agreement—Payment to AET.
3. AET requests written acceptance of the Letter Proposal(s), but the following actions shall also constitute CLIENT’s acceptance of the Agreement for a Project: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.
4. The scope of Services may include, but shall not be limited to environmental services, geotechnical engineering, subsurface exploration, materials engineering, testing, forensics, and laboratory services.
5. AET shall perform its Services as an independent contractor. Except where otherwise provided in this Service Agreement, AET shall be responsible for the means and methods used in performing Services under this Service Agreement, and is not in a joint-venture with CLIENT. CLIENT or its designated representative shall coordinate AET’s Services and shall facilitate the exchange of information among AET and the independent professional associates and consultants engaged by CLIENT.
6. AET will perform Services consistent with the level of care and skill normally performed by other firms in its profession at the time of the Services and in the same geographic area, under similar budgetary constraints.
7. AET shall request and obtain from CLIENT the data and information considered important for the performance of AET’s Services. Documents prepared by AET and the Services will conform to applicable Federal, State, and local laws, rules, regulations, ordinances, codes, orders, and other legal requirements. AET’s communications to or with CLIENT’s other independent professional associates and consultants will be through or with the knowledge of CLIENT.
8. AET will contact the state “call before you dig” notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until CLIENT has fully complied with all the requirements of Paragraphs 8 – 11.

9. CLIENT will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.
10. CLIENT acknowledges that location data may be incorrect or that some Facilities may not be capable of location and CLIENT fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.
11. CLIENT shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by CLIENT, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the CLIENT. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.
12. CLIENT acknowledges that, in the normal course of fieldwork, some damage to the site may occur. AET shall take reasonable precautions to minimize such damage and shall patch bore holes placed through pavement or slab areas after performance of borings. Except for the foregoing, restoration of the site shall be the responsibility of CLIENT.
13. To the extent required by law, AET shall report to CLIENT any contamination detected or of which AET becomes aware during the course of providing Services on a Project. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which CLIENT agrees to pay associated additional costs and/or which entitle AET to terminate Services on the Project.
14. Known or suspected hazardous material samples obtained by AET shall remain the property of CLIENT. AET reserves the right to return such samples to CLIENT.
15. AET shall only be responsible for safety of AET employees at the site.

B. Additional Services

Any additional Services requested by CLIENT for a Project shall be subject to the terms and conditions of this Service Agreement. A supplemental Letter Proposal may set forth the nature of the additional Services to be performed, the schedule, if appropriate, in which the Services must be completed, any variance in the amount or terms for payment for the Services from such amounts or terms set forth in an initial Letter Proposal and such other terms and conditions and appendices upon which the parties may mutually agree.

C. Change Orders

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of Client's payment to AET for services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION II - CLIENT'S RESPONSIBILITIES

A. CLIENT shall:

1. Make available to AET drawings, specifications, schedules, and other information, interpretation, and data which were prepared for or by CLIENT, or its consultants, and which CLIENT and AET consider pertinent to AET's responsibilities hereunder, all of which AET may rely upon in performing Services hereunder except as may be specifically provided in writing.
2. Provide AET information known by CLIENT concerning possible site contamination.
3. Make arrangements for safe and legal access to and make necessary provisions for AET to enter upon public and private property as required for AET to perform Services under this Service Agreement.
4. Give prompt written notice to AET whenever CLIENT observes or otherwise becomes aware of any development that in CLIENT's determination may affect the scope or timing of AET Services or any defect or non-conformance in the work of AET that may in CLIENT's determination affect the Project.
5. Advise AET of the identity of other independent professional associates or consultants participating in the design or construction administration of this part of the Project and the scope of such third-party services.
6. Be responsible for the safety of CLIENT's employees at the work site.

SECTION III - PAYMENT TO AET

A. General (Annual Schedule Rate)

Except as described in Paragraph B of this Section III, CLIENT shall compensate AET for all Services at rates set forth on AET's standard fee schedule in effect in the year in which Services are provided. CLIENT acknowledges receipt of AET's current standard fee schedule or the fees included in the Letter Proposal. AET's then-current standard fee schedule is available upon

B. Specific Projects

Any variance from AET's standard fee schedule or terms of payment shall be as set forth in the Letter Proposal attached hereto or any additional or supplemental Letter Proposal issued by AET and accepted by CLIENT.

C. General

1. If CLIENT disputes any matter or information contained in an AET invoice for the Services, CLIENT shall so notify AET within fifteen (15) days of receipt of the AET invoice. If CLIENT fails to notify AET of any dispute to an invoice within fifteen (15) days, invoices will be deemed accepted by CLIENT, and no longer subject to dispute.
2. Invoices for Services will be processed and payments made by CLIENT to AET within thirty (30) days of the date of receipt of invoice.
3. Service charges for unpaid invoices shall be imposed at the rate of 1.5% per month or the highest rate permissible by law, whichever is less.
4. CLIENT shall indemnify and hold AET harmless for all costs of collection of unpaid invoices, including reasonable attorneys' fees.

SECTION IV - GENERAL CONSIDERATIONS**A. Personnel and Timing**

1. AET has, or will secure, qualified personnel, equipment, and facilities to complete the Services it agrees to provide pursuant to this Service Agreement.
2. No Services will commence until written notice to proceed is given to AET by CLIENT.
3. The Services shall be commenced and carried out in accordance with a schedule which AET and CLIENT shall agree upon. The time and compensation within which AET shall perform its services shall be extended and/or adjusted for delays caused by acts of God or other circumstances beyond the control of AET.

B. Project and Agreement Changes

The terms of this Service Agreement or a Letter Proposal may be changed only by the written mutual consent of CLIENT and AET.

C. Termination

Either CLIENT or AET may terminate this Service Agreement without cause by giving thirty (30) days' prior written notice to the other party of such termination and specifying the effective date of termination. In such event, copies of documents, data, reports, work papers, studies, drawings, maps, models, and photographs prepared by AET shall become the property of CLIENT. AET retains the right to maintain a complete file in its archiving system. This Service Agreement may be terminated by either party for material breach, including without limitation, failure by CLIENT to pay invoices, upon seven (7) days written notice to the other party. Regardless of the reasons for termination or the party electing termination, CLIENT shall pay AET for all work performed pursuant to this Service Agreement prior to the effective date of termination and for costs incurred as a result of any early termination, including demobilization and reporting costs to complete the file. CLIENT's use of AET's work for any purpose other than that set forth in a Letter Proposal shall be unauthorized by AET, at CLIENT's sole risk and shall constitute CLIENT's waiver of any obligation by AET to indemnify CLIENT pursuant to Section IV, paragraph H, following.

D. Records

1. Fiscal records of AET pertinent to AET's compensation and payments under this Agreement will be kept in accordance with standard accounting practices.
2. AET shall maintain all original records (fiscal and other) and design calculations on file in legible form for a period of not less than two (2) years.
3. AET's records and design calculations will be available at AET's office at reasonable business hours upon reasonable notification for examination and audit if required.

E. Insurance

1. AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to CLIENT upon request.

2. AET maintains the following insurance coverage and limits of liability:

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

3. Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's services, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.
4. Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.
5. Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's services. Renewal policies during this period shall maintain the same retroactive date.
6. **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 , which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement shall result in additional charges.**
7. AET will maintain in effect all insurance coverage required by this Service Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the Project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to CLIENT for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.
8. AET reserves the right to charge CLIENT for AET's costs for additional coverage requirements unknown on the date of the Letter Proposal.

F. Mediation

1. Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, (including costs of collection and reasonable attorneys' fees) CLIENT and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
2. Unless CLIENT and AET mutually agreed otherwise, mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. The mediator shall be acceptable to both parties and shall have experience in construction matters.
3. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

G. Mutual Waiver of Consequential Damages

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the services provided by AET under this Service Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute

and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Service Agreement in accordance with the provisions of the Service Agreement and related Documents and shall survive any such termination.

H. Limitation of Liability

In order to offer AET's Services at a reasonable price, AET limits its liability to CLIENT and anyone claiming through CLIENT for any claims resulting from Services provided pursuant to this Agreement. CLIENT agrees that in no event shall AET or its agents or employees be liable to CLIENT, any holder of any real property interest in the real property on which the project is located, or anyone claiming through CLIENT, for (1) incidental, indirect, special or consequential damages, or (2) any damages whatsoever resulting from personal injury, death, damage to or loss of use of property, or loss of profits, resulting from the performance of or non-performance of the Services, negligent acts, errors or omissions, even if the possibility of such damage was foreseeable. CLIENT agrees that the liability of AET and its agents and employees hereunder is limited solely to CLIENT's direct damages and in no event shall it exceed the amount of the stated insurance limits (stated in Section E – Insurance).

I. Indemnification

1. AET agrees to indemnify CLIENT from and against liability resulting from AET's negligent performance of the Services, subject to any limitations, other indemnifications or other provisions CLIENT and AET have agreed to in writing.
2. CLIENT agrees to indemnify AET from and against liability resulting from CLIENT's, CLIENT's Contractors/Subcontractors or other third parties' negligent conduct, including without limitation the owner of any interest in the real property on which the Project is located, subject to any limitations, other indemnifications or other provisions CLIENT and AET have agreed to in writing.
3. AET's indemnification is limited to costs for loss or damage caused by its failure to meet the standard of care and only to the extent of its negligence.
4. AET will not accept any obligation to defend CLIENT other than to meet the standard of care. If a court of competent jurisdiction rules that defense is implied or if required by law, AET's obligation for the cost of defense is only to the extent due to AET's negligent acts, errors or omissions.

J. Non-Solicitation

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

K. Unionization

AET represents that its employees and personnel providing Services under this Agreement are non-union personnel and that the fees to be charged for the Services are calculated accordingly. In the event that AET is required to provide unionized personnel for performance of the Services, AET reserves the right to charge an appropriate fee increase or to terminate this Service Agreement on three (3) days written notice to CLIENT and CLIENT agrees that AET shall not be liable for any penalties or costs charged or incurred by CLIENT, and CLIENT's successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the Project for claims, liabilities, damages or consequential damages directly or indirectly related to AET's fee increase, termination of the Service Agreement or failure to perform the Services. This reservation of right on the part of AET represents only a reflection of additional costs anticipated to be incurred by AET in connection with assigning unionized personnel to the Project and shall not be considered either approval nor disapproval of unions in general or the use of collective bargaining agreements.

L. Posting of Notices on Employee Rights

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

M. Severability

Any provisions of this Service Agreement later held to violate a law or regulation shall be deemed of no force and effect, and all remaining provisions shall continue in force; provided, however, CLIENT and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

N. Governing Law

This Service Agreement, the Letter Proposal(s) and any appendices or amendments to either shall be construed, and the rights of the parties shall be determined, in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, this Agreement is herewith executed effective the date and year first above written by the undersigned, who are authorized representatives of Client and AET.

CLIENT:

American Engineering Testing, Inc.

By: _____

By: _____

Type or Printed Name: _____

Type or Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address and Phone:

American Engineering Testing, Inc.
550 Cleveland Avenue North
St. Paul, MN 55114
Telephone: 651.659.9001

Marshall 2021 Fee Schedule

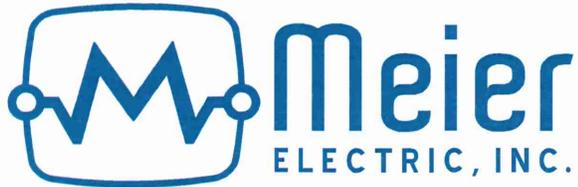
AET Employee Personnel Rates		
Service Item	Unit	Rate
Administrative Assistant	Hour	\$72.00
Drilling Technician	Hour	\$102.00
Engineering Assistant	Hour	\$122.00
Engineer, Level I	Hour	\$132.00
Engineer, Level II	Hour	\$153.00
Engineer, Principal	Hour	\$200.00
Engineer, Senior	Hour	\$169.00
NDT Technician, Level II CWI/ICC Certified	Hour	\$100.00
Technician, Level I	Hour	\$77.00
Technician, Level II	Hour	\$87.00
Senior Tech Engineer	Hour	\$90.00
AET Equipment Rental		
Service Item	Unit	Rate
Generator	Day	\$80.00
Nuclear Density Gauge Rental	Day	\$60.00
Portable Coring Equipment	Day	\$65.00
Unit 04 Rig Rental	Hour	\$86.00
AET Project Direct Expenses		
Service Item	Unit	Rate
4x8 Cylinder Molds	Case of 36	\$75.00
6x12 Cylinder Molds	Case of 20	\$75.00
AET Lab Minimum	Project	\$200.00
Bit Wear	Inch	\$2.00
Cube Mold Rental	Each	\$5.00
Curing & Handling of Non-Tested Cylinders	Cylinder	\$22.00
Cylinder Molds (one-time use)	Mold	\$3.00
Trip Charge	Quote	
AET Vehicle Mileage		
Service Item	Unit	Rate
Auxiliary Truck	Mile	\$1.00
Personal Automobile/Truck	Mile	\$0.75
Unit 04 Rig Mileage	Mile	\$1.35
Unit 47 Mileage	Mile	\$1.00
Aggregate		
Service Item	Unit	Rate
ASTM C117 Materials Finer Than No. 200 Sieve	Test	\$55.00
ASTM C123 Lightweight Particles in Coarse Aggregate	Test	\$145.00
ASTM C123 Lightweight Particles in Fine Aggregate	Test	\$115.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	Test	\$110.00
ASTM C136 Sieve Analysis of Coarse Aggregate	Test	\$60.00

ASTM C136 Sieve Analysis of Fine Aggregate (includes #200 wash)	Test	\$110.00
ASTM C142 Clay Lumps and Friable Particles in Coarse Aggregate	Test	\$110.00
ASTM C142 Clay Lumps and Friable Particles in Fine Aggregate	Test	\$85.00
ASTM C40 Organic Impurities in Fine Aggregate	Test	\$70.00
ASTM D5821 Percent Fractured Particles in Coarse Aggregate	Test	\$80.00
Concrete		
Service Item	Unit	Rate
ASTM C1019 Sampling and Testing Grout, Individual Cube	Each	\$25.00
ASTM C39 Concrete Compressive Strength 4x8 Cylinder	Test	\$27.00
ASTM C39 Concrete Compressive Strength 6x12 Cylinder	Test	\$35.00
Masonry/CMU		
Service Item	Unit	Rate
ASTM C1314 Compressive Strength of 2x4 Mortar Cylinders	Test	\$27.00
ASTM C140 Section 7 Compressive Strength of Concrete Masonry Units	Set of 3	\$155.00
ASTM C140 Section 7 Compressive Strength of Concrete Masonry Units	Set of 3	\$135.00
Pavements/Bituminous		
Service Item	Unit	Rate
ASTM D2172 Quantitative Extraction of Asphalt Binder (with gradation)	Test	\$270.00
ASTM D2172 Quantitative Extraction of Asphalt Binder (without gradation)	Test	\$230.00
ASTM D2726 Bulk Specific Gravity and Density of Non-Absorptive Asphalt	Core	\$48.00
Gyratory Mix Properties (Suite of Tests)	Test	\$500.00
Soil and Earthwork Testing		
Service Item	Unit	Rate
AASHTO T 191 Density of Soil In-Place by the Sand-Cone Method	Test	\$55.00
AASHTO T 288 Determination of Minimum Laboratory Soil Resistivity	Test	\$102.00
ASTM C40 Modified Test for Organic Impurities	Test	\$67.00
ASTM D1557 Modified Proctor (Method A)	Test	\$150.00
ASTM D1557 Modified Proctor (Method B)	Test	\$155.00
ASTM D1557 Modified Proctor (Method C or D)	Test	\$165.00
ASTM D2434 Constant Head Permeability of Granular Soils	Test	\$215.00
ASTM D4318 Atterberg Limits, Liquid Limit or Plastic Limit, Individual Test	Test	\$100.00
ASTM D4318 Atterberg Plasticity Index	Test	\$120.00
ASTM D4972 Standard Test Methods for pH of Soils	Test	\$55.00
ASTM D5084 Hydraulic Conductivity of Clay by Flexible Wall Permeater	Test	\$380.00
ASTM D5084 Hydraulic Conductivity of Remodeled Clay by Flexible Wall Permeater	Test	\$480.00
ASTM D5856 Remolded Clay Permeability Test	Test	\$280.00

ASTM D5856 Remolded Rigid Clay Permeability Test	Test	\$380.00
ASTM D5919 Thin-wall Samples (extrusion only)	Each	\$25.00
ASTM D6938 Density and Water Content of Soil by Nuclear Methods	Test	\$32.00
ASTM D698 Standard Proctor (Method A)	Test	\$140.00
ASTM D698 Standard Proctor (Method B)	Test	\$140.00
ASTM D698 Standard Proctor (Method C)	Test	\$150.00
Preparation for Clay Proctor Sample	Test	\$80.00
Water Content	Test	\$15.00

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Renewal of Unlicensed Maintenance Electrician Inspection Agreement.
Background Information:	<p>The City currently has an existing Unlicensed Maintenance Electrician Inspection Agreement with Meier Electric Inc. until May 31, 2021. Attached is an updated agreement for 1 year, from June 1, 2021 to May 31, 2022.</p> <p>Several City employees do routine and emergency electrical work as part of their job duties. The Department of Labor and Industry requires any employer doing electrical maintenance for the City on the City premises needs to be registered with the State of Minnesota as an “Unlicensed Maintenance Electrician” and have the work inspected by a Master Electrician.</p> <p>Michael Meier has agreed to do the supervision and inspection for the registered City employees on an hourly rate as needed to ensure the work meets the National Electric Code.</p>
Fiscal Impact:	At the current time we are looking at 12 employees that would need to be registered annually at \$19.00 each and 1 new employee at \$14.00. This would offset the cost of hiring an electrician for all the work currently done by staff.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council adopt the attached Unlicensed Maintenance Electrician Inspection Agreement between the City of Marshall and Michael Meier dba Meier Electric Inc.



ATTN: **Robert Byrnes**
robert.byrnes@ci.marshall.mn.us

Subject: **Agreement for The Supervision of Electrical Maintenance Work only by Responsible Master Electrician of an Electrical Contractor for 2021-2022.**

This Agreement is to certify that the Class A master electrician of record for the electrical contractor **Meier Electric Inc.** is under contract to provide services for which an electrical contractor's license is required for the employer the **City of Marshall**.

As such, this master electrician will be responsible for planning, laying out, and supervising all electrical maintenance and repair work performed by this employer's registered unlicensed maintenance electricians on this employer's premises, as permitted under Minnesota Statutes § 326B.33, subd. 21, and for compliance of such work with National Electrical Code safety standards, as required under Minnesota Statutes § 326B.35.

The **City of Marshall** recognizes that under Minnesota Rules 3800.3500, subp. 8, the maintaining and repairing of electrical wiring, apparatus, and equipment permitted to be done by registered unlicensed individuals under the supervision of a master electrician is limited to the adjustment or repair or replacement of worn or defective parts of electrical equipment and replacement of defective receptacle outlets and manual switches for lighting control, and does not include the installation of new wiring, apparatus, and equipment or additions, alterations, or extensions to existing wiring, apparatus, or equipment.

The **City of Marshall** further understand that it is a misdemeanor under Minnesota Statutes § 326B.084 to knowingly and willfully make a false statement in any license application or other required form, or to perform or direct others to perform electrical work without the required license, and that under Minnesota Statutes § 326B.082, the Commissioner may revoke, suspend, or refuse to renew electrical licenses for such violations and may impose civil penalties up to \$10,000.00 for each violation.

Electrical Contracting and Service

This is an estimate only, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started

The **City of Marshall** further understands that the department may require that the employer or designated responsible individual provide evidence of the manner in which they comply with the requirements of Minnesota Electrical Act.

The **City of Marshall** will notify the Department of Labor and Industry immediately upon termination of employment of the master electrician by Meier Electric Inc, upon termination of Meier Electric's **Agreement for The Supervision of Electrical Maintenance Work**, and of any changes of the unlicensed persons that are to be supervised under this agreement.

The **City of Marshall** declares that the information that is provided to MN DOLI on the "*certificate for The Supervision of Electrical Maintenance Work only by Responsible Master Electrician of an Electrical Contractor*" is true and correct to the best of the **City of Marshall** knowledge, and agrees to comply with the requirements of the Minnesota Electrical Act administered by the Department of Labor and Industry

The **City of Marshall** agrees to only allow knowledgeable, qualified individuals that are registered with the state of MN to perform electrical maintenance work at their facilities. It is the responsibility of the **City of Marshall** to provide the training and Personal Protective Equipment to their employees who engage in electrical maintenance work, as well as to determine which individuals are to be considered Qualified.

The **City of Marshall** will maintain and provide to Meier Electric a complete and accurate list of all electrical maintenance work that has been performed on a monthly basis for the purpose of inspection. Meier Electric will inspect this work and will correct any work that is not in compliance with the national electrical code.

Meier Electric Agrees to provide the Supervision of Electrical Maintenance Work to the **City of Marshall** on an Hour + Material basis as listed below.

Electrical Contracting and Service

This is an estimate only, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started

BASE LABOR RATE FOR NORMAL BUSINESS HOURS	
ELECTRICIAN PER HR	60.00
APPRENTICE ELECTRICIAN PER HR	45.00

ELECTRICIAN OVER TIME LABOR RATE (> 8HRS PER DAY OR > 40HRS PER WK)	
BASE	35.00
Burden / Benefits	25.00
Net	60.00
Overhead and Profit	9.50
Overtime	17.50
TOTAL LOADED RATE	\$ 87.00

ELECTRICIAN SUNDAY AND HOLIDAY LABOR RATE	
BASE	35.00
Burden / Benefits	25.00
Net	60.00
Overhead and Profit	9.50
Overtime	35.00
TOTAL LOADED RATE	\$ 104.50

APPR. ELECTRICIAN OVER TIME LABOR RATE (> 8HRS PER DAY OR > 40HRS PER WK)	
BASE	23.00
Burden / Benefits	25.00
Net	48.00
Overhead and Profit	9.50
Overtime	13.00
TOTAL LOADED RATE	\$ 70.50

APPR. ELECTRICIAN SUNDAY AND HOLIDAY LABOR RATE	
BASE	23.00
Burden / Benefits	25.00
Net	48.00
Overhead and Profit	9.50
Overtime	23.00
TOTAL LOADED RATE	\$ 80.50

MATERIAL +	AT COST
SALES TAX +	7.38%
SHIPPING +	AT COST
MARK-UP +	15%
TOTAL	TOTAL MATERIAL

ELECTRICAL INSPECTION FEES (INVOICED AT COST)	TBD
ELECTRIC UTILITY SERVICE FEES AND CHARGES (INVOICED AT COST)	TBD

Electrical Contracting and Service

This is an estimate only, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started

Mike Meier

This Agreement is Valid for 12 Months

ACCEPTANCE OF AGREEMENT

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

ACCEPTED:	Name and Title	_____
	Signature	_____
	Date:	_____

Electrical Contracting and Service

This is an estimate only, not a contract for services. This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started

Minnesota Department of Labor and Industry
 Construction Codes and Licensing Division
 Licensing and Certification Services - Electrical
 443 Lafayette Road North
 St. Paul, MN 55155



CC0502

**ELECTRICAL EMPLOYER
 REGISTRATION APPLICATION**

Mailing Address:
 PO Box 64227
 St. Paul, MN 55164-0227

E-mail: dli.license@state.mn.us
 Web Site: www.dli.mn.gov/ccld.asp
 Directions: <http://www.dli.mn.gov/Direct.asp>
 Phone: (651) 284-5034

NEW Renewal Business Entity Change or
 Structure Change

Registration Fee = \$100.00

MAKE CHECK OR MONEY ORDER PAYABLE TO:
 MINNESOTA DEPARTMENT OF LABOR & INDUSTRY

REGISTRATION FEES ARE NONREFUNDABLE
Depositing of license fee does not constitute
granting of the license applied for.

The appropriate Certificate of Employment or Supervision
 form must be submitted along with this application before
 a registration will be issued.

PRINT IN INK OR TYPE
 MAKE A COPY OF THIS APPLICATION FOR YOUR RECORD

SPACE IN BOX FOR OFFICE USE ONLY			
Account #	632432	STK	B42ELELIC
Check Number		Amount Paid	
<input type="checkbox"/> PCK	<input type="checkbox"/> CCK	<input type="checkbox"/> MO	DLI Deposit Date
NOTICE: Pursuant to Minnesota Statute § 604.113, checks returned for nonpayment will be charged a \$30 service charge and may subject the issuer to additional civil penalties			
APPLICATION NUMBER:		REGISTRATION NUMBER:	

The information you as an individual provide in this application will be used by Department of Labor & Industry staff members to determine if you meet the Department's certification requirements. Minnesota Statute § 270C.72, subd 4, requires you to provide your social security number and Minnesota Business Identification number on this application. The other information is being requested for purposes of processing your application. With the exception of your Social Security or Minnesota Business Identification number, you are not legally required to supply the requested data on this application; however, failure to provide the requested information may delay the processing of your application or result in the denial of the same. Except for your name and designated address, the information you provide on this application is private data while the application is pending. Disclosure of this information to others may occur as authorized or required by law, including but not limited to the Attorney General's Office, the Department of Revenue, the Department of Human Services, upon court order, and/or for the purpose of verification and investigation. Once your certificate is issued, the information you provide, other than your Social Security number and non-designated address, becomes public data and may be released to anyone upon request.

1. FEDERAL EMPLOYER TAX NUMBER (FEIN) 41-6005351		2. MINNESOTA TAX NUMBER (MN ID) 80237011		
3. EMPLOYER LEGAL BUSINESS NAME CITY OF MARSHALL WASTEWATER FACILITY			4. TELEPHONE NUMBER 507-537-6776	
5. PHYSICAL ADDRESS (PO Box Not acceptable) 600 ERIE ROAD		CITY MARSHALL	STATE MN	ZIP CODE 56258
6. MAILING ADDRESS (PO Box is acceptable) (if applicable) 600 ERIE ROAD		CITY MARSHALL	STATE MN	ZIP CODE 56258
7. EMPLOYER CONTACT NAME BOB BYRNES		8. CONTACT E-MAIL robert.byrnese@ci.marshall.mn.us		9. CONTACT TELEPHONE 507-537-6760

10. This is to certify that the company making this application is in compliance with the provisions of M.S. §§ 326B.31 and 326B.33 and Minn. Rules, Chapter 3800 and 3801, including:

- (a) Compensation of any employee doing electrical work will be reported on an Internal Revenue Service W-2 form;
- (b) Where required, all electrical work will be performed by, or under the direct supervision of properly licensed or registered unlicensed persons. One licensed person shall supervise no more unlicensed persons than allowed by M.S. 326B.33, subd. 12;
- (c) I will immediately notify the Department in writing of any change of address, telephone number, change of business structure, change of responsible licensed individual, employment of others, or other information required on my application;
- (d) I understand that an individual may be the responsible licensed individual for only one contractor or employer;

I hereby declare that any statements herein are true and complete, with the same force and effect as though given under oath.

APPLICANT SIGNATURE	TITLE Mayor	DATE
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This material can be made available in different formats, such as large print, Braille or on audio.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project Z51-2021: Bituminous Overlay Project – Consider Authorization to Advertise for Bids.
Background Information:	<p>City staff has completed plans and specifications for our yearly city street mill and overlay project. Attached is the plan cover sheet that identifies each street that is scheduled to receive a mill and overlay treatment.</p> <p>Streets include: London Road (Madrid Street to Channel Parkway) Athens Avenue (Madrid Street to Paris Road) Oslo Avenue (Madrid Street to Dublin Street) Rainbow Drive (Madrid Street to Paris Road) Parkside Drive (Lyon Street to Jewett Street) Woodland Way Garden Circle Baseline Drive (Nwakama Street to Clarice Avenue)</p> <p>This memo is intended to introduce the project and authorize staff to advertise for bids. Staff is suggesting a February 19, 2021 bid opening date and staff will bring an award recommendation to Council at the February 23, 2021 meeting.</p>
Fiscal Impact:	Current project estimate is \$623,955, of which, \$89,300 is estimated for ADA sidewalk ramp work. The 2021 budget includes \$625,000 for this work.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize advertisement for bids for Project Z51-2021 Bituminous Overlay Project.

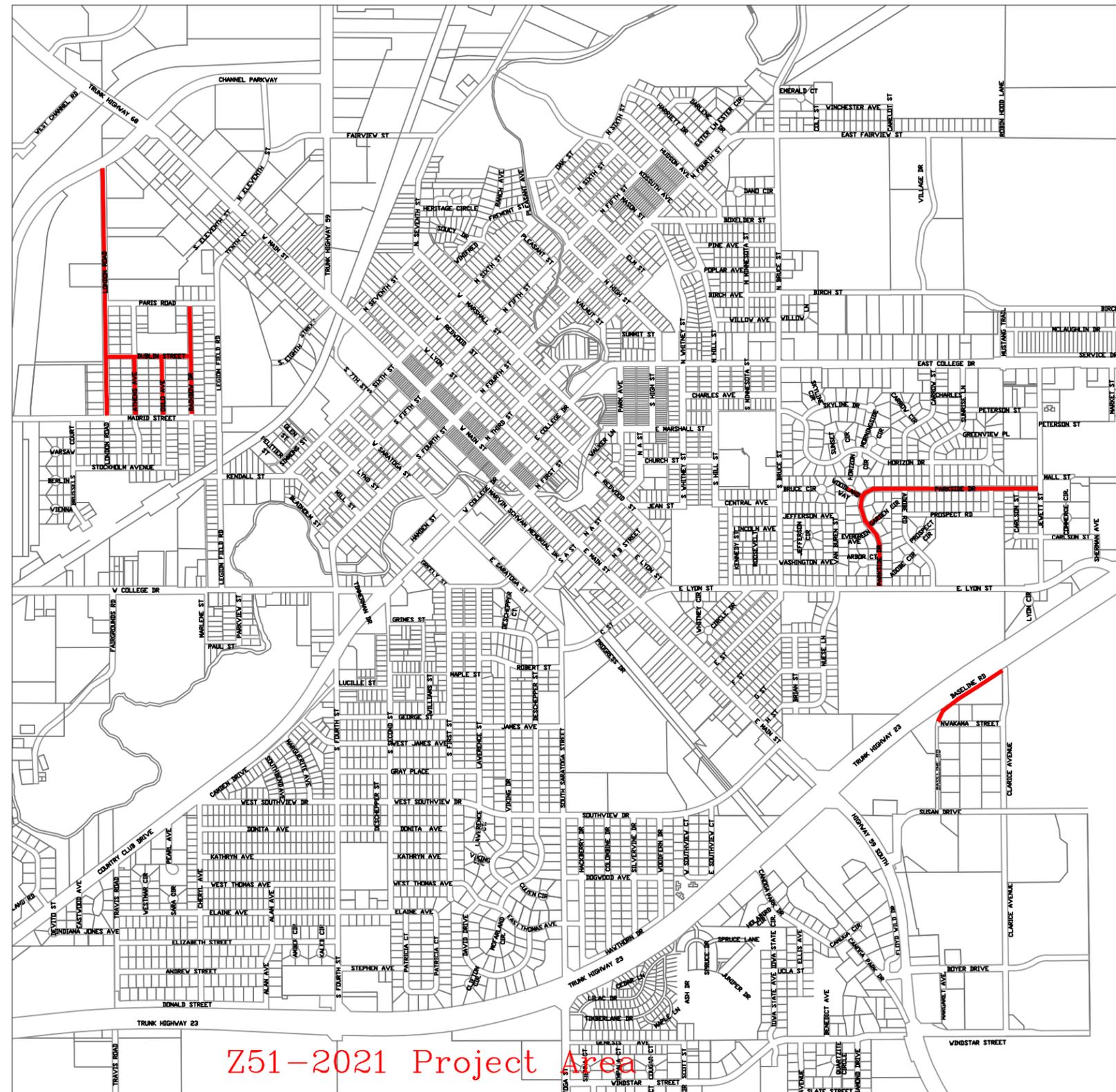
CITY OF MARSHALL, MINNESOTA

Construction Plans for Bituminous Overlays & Pedestrian Ramp Improvements within the City of Marshall

INDEX

Legend

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



SHEET NO. DESCRIPTION

1. TITLE SHEET
2. ESTIMATED QUANTITY SHEET
3. ADA QUANTITY TABLES
4. CONSTRUCTION NOTES SHEETS
5. DETAIL SHEETS
- 6-10. ADA PLAN SHEETS
- 11-20. MNDOT STANDARD PLAN SHEETS

SPECIFICATION REFERENCE

THE 2018 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

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

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

ELECTED OFFICIALS

- ROBERT BYRNES, MAYOR
- STEVEN MEISTER, CITY COUNCIL
- JOHN DECRAMER, CITY COUNCIL
- JAMES LOZINSKI, CITY COUNCIL
- DONALD EDBLOM, CITY COUNCIL
- CRAIG SCHAFFER, CITY COUNCIL
- RUSS LABAT, CITY COUNCIL

CITY OF MARSHALL STAFF

- SHARON HANSON, CITY ADMINISTRATOR
- ANNETTE STORM, DIRECTOR OF ADMINISTRATIVE SERVICES
- JASON ANDERSON, DIR. OF PUBLIC WORKS/CITY ENGINEER
- JESSIE DEHN, ASSISTANT CITY ENGINEER
- GEOFFREY STELTER, SENIOR ENGINEERING SPECIALIST
- JASON ROKEH, ENGINEERING SPECIALIST
- GREGG SWANSON, ENGINEERING SPECIALIST
- JERRED LEE, ENGINEERING SPECIALIST
- LONA RAE KONOLD, PUBLIC WORKS ADMIN. ASSISTANT
- ROBERT VANMOER, WASTEWATER TREATMENT SUPERINTENDENT

PLAN 1"=40'
 PROFILE NA
 INDEX MAP 1"=100'
 GENERAL LAYOUT 1"=40'

NOT TO SCALE





CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works Jason Anderson at 537-6051 or Finance Director Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 01/15/2021 - 01/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
5813	ACE HOME & HARDWARE	01/22/2021	Regular	0.00	756.19	118139
6128	ACTION CO LLC	01/15/2021	EFT	0.00	500.00	5913
6128	ACTION CO LLC	01/15/2021	EFT	0.00	298.00	5914
4629	ACTION MANUFACTURING INC	01/15/2021	EFT	0.00	91.10	5915
6469	ACTIVE911, INC	01/22/2021	Regular	0.00	637.00	118142
0558	ADVANCED GRAPHIX INC	01/15/2021	Regular	0.00	305.00	118094
0578	AMAZON CAPITAL SERVICES	01/22/2021	EFT	0.00	685.74	5954
3761	AMERICAN BOTTLING CO.	01/22/2021	Regular	0.00	89.04	118143
0581	AMERICAN ENGINEERING TESTING INC	01/15/2021	EFT	0.00	74.00	5916
0658	AP DESIGN	01/15/2021	EFT	0.00	440.11	5917
6721	AQUARIUS WATER CONDITIONING	01/22/2021	Regular	0.00	12.00	118144
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	01/22/2021	EFT	0.00	93.37	5955
0630	ARCTIC GLACIER	01/15/2021	Regular	0.00	61.04	118095
0630	ARCTIC GLACIER	01/22/2021	Regular	0.00	88.38	118145
0629	ARNOLD MOTOR SUPPLY	01/22/2021	Regular	0.00	143.07	118146
5447	ARTISAN BEER COMPANY	01/15/2021	Regular	0.00	1,921.14	118096
5447	ARTISAN BEER COMPANY	01/22/2021	Regular	0.00	1,654.80	118147
0688	BELLBOY CORPORATION	01/22/2021	EFT	0.00	1,832.26	5956
5612	BELLO CUCINA OF MARSHALL, LLC	01/22/2021	Regular	0.00	2,000.00	118148
0689	BEND RITE FABRICATION INC	01/15/2021	Regular	0.00	60.12	118097
0689	BEND RITE FABRICATION INC	01/22/2021	Regular	0.00	236.03	118149
0699	BEVERAGE WHOLESALERS	01/15/2021	Regular	0.00	33,938.47	118098
0699	BEVERAGE WHOLESALERS	01/22/2021	Regular	0.00	23,391.86	118150
0726	BORCHS SPORTING GOODS	01/15/2021	EFT	0.00	280.00	5918
0726	BORCHS SPORTING GOODS	01/22/2021	EFT	0.00	29.93	5957
0018	BORDER STATES ELECTRIC SUPPLY	01/15/2021	EFT	0.00	938.48	5919
0018	BORDER STATES ELECTRIC SUPPLY	01/22/2021	EFT	0.00	404.40	5958
3829	BRAU BROTHERS	01/15/2021	Regular	0.00	2,000.00	118099
4457	BREAKTHRU BEVERAGE	01/15/2021	Regular	0.00	10,000.26	118100
4457	BREAKTHRU BEVERAGE	01/22/2021	Regular	0.00	5,381.52	118151
2431	BUELTEL-MOSENS LAND SURVEYING, INC	01/15/2021	EFT	0.00	800.00	5920
0728	BUFFALO RIDGE CONCRETE,INC	01/15/2021	EFT	0.00	3.84	5921
0774	BUREAU OF CRIMINAL APPREHENSION	01/15/2021	Regular	0.00	630.00	118101
0799	CARLOS CREEK WINERY	01/22/2021	Regular	0.00	336.00	118152
0802	CARLSON & STEWART REFRIG INC	01/22/2021	EFT	0.00	1,175.96	5959
0815	CATTOOR OIL COMPANY INC	01/22/2021	EFT	0.00	74.94	5960
0818	CAUWELS, ROGER	01/15/2021	EFT	0.00	20.00	5922
0832	CGMC, TREASURER	01/15/2021	Regular	0.00	31,961.00	118102
0836	CHARTER COMMUNICATIONS	01/15/2021	EFT	0.00	100.01	5923
0836	CHARTER COMMUNICATIONS	01/22/2021	EFT	0.00	11.99	5961
6692	CHRISTENSEN BROADCASTING LLC	01/15/2021	Regular	0.00	390.00	118103
6717	CINEMA ENTERTAINMENT	01/22/2021	Regular	0.00	2,000.00	118153
0875	COMPUTER MAN INC	01/15/2021	EFT	0.00	2,709.50	5924
0875	COMPUTER MAN INC	01/22/2021	EFT	0.00	146.00	5962
5545	CROW RIVER WINERY	01/22/2021	Regular	0.00	445.20	118154
0934	D & G EXCAVATING INC	01/15/2021	EFT	0.00	2,887.50	5925
3819	DACOTAH PAPER CO	01/15/2021	Regular	0.00	44.38	118104
5031	DASH MEDICAL GLOVES, INC	01/22/2021	EFT	0.00	201.80	5963
1000	DLT SOLUTIONS	01/22/2021	Regular	0.00	8,214.90	118155
5731	DOLL DISTRIBUTING	01/15/2021	EFT	0.00	15,616.05	5926
5731	DOLL DISTRIBUTING	01/22/2021	EFT	0.00	10,475.58	5964
0375	DUBS, SHEILA	01/15/2021	EFT	0.00	40.00	5927
1090	FASTENAL COMPANY	01/22/2021	EFT	0.00	437.41	5965
1126	FLEXIBLE PIPE TOOL COMPANY	01/22/2021	EFT	0.00	1,029.60	5966

Council Check Report

Date Range: 01/15/2021 - 01/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1158	GALLS INC	01/15/2021	EFT	0.00	146.42	5928
6478	GOPHER STATE ONE CALL	01/15/2021	EFT	0.00	45.90	5929
6478	GOPHER STATE ONE CALL	01/22/2021	EFT	0.00	50.00	5967
1201	GRAINGER INC	01/15/2021	EFT	0.00	11.39	5930
6127	GRANDVIEW VALLEY WINERY, INC	01/15/2021	Regular	0.00	1,200.00	118105
1230	HACH COMPANY	01/15/2021	Regular	0.00	8,635.20	118106
1243	HARDWARE HANK	01/15/2021	EFT	0.00	24.97	5931
1243	HARDWARE HANK	01/22/2021	EFT	0.00	141.97	5968
1256	HAWKINS INC	01/22/2021	Regular	0.00	5,804.96	118156
1267	HEIMAN INC.	01/15/2021	EFT	0.00	11.00	5932
5546	INDIAN ISLAND WINERY	01/22/2021	Regular	0.00	120.48	118157
1358	INTERNAL REVENUE SERVICE	01/22/2021	Bank Draft	0.00	25,597.02	DFT0000618
1358	INTERNAL REVENUE SERVICE	01/22/2021	Bank Draft	0.00	23,042.82	DFT0000619
1358	INTERNAL REVENUE SERVICE	01/22/2021	Bank Draft	0.00	7,743.48	DFT0000620
6540	INTERNATIONAL CHEMTEX, LLC	01/22/2021	EFT	0.00	948.51	5969
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/15/2021	Regular	0.00	43,463.99	118107
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/22/2021	Regular	0.00	7,039.77	118158
5095	KIBBLE EQUIPMENT	01/15/2021	EFT	0.00	5,000.00	5933
6715	KRMM HOSPITALITY	01/15/2021	Regular	0.00	2,000.00	118109
4140	KRUSE FORD-LINCOLN-MERCURY, INC	01/22/2021	Regular	0.00	2,302.09	118160
6629	KURITA AMERICA INC	01/22/2021	Regular	0.00	3,870.00	118161
3653	LANGUAGE LINE SERVICES	01/15/2021	EFT	0.00	79.80	5934
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	01/22/2021	Regular	0.00	61,110.07	118162
1485	LEARNING RESOURCES NETWORK	01/15/2021	Regular	0.00	395.00	118110
1507	LOCHER BROTHERS INC	01/22/2021	EFT	0.00	1,345.95	5970
1508	LOCKWOOD MOTORS INC.	01/15/2021	Regular	0.00	50.22	118111
1508	LOCKWOOD MOTORS INC.	01/22/2021	Regular	0.00	354.00	118167
1546	LYON COUNTY HISTORICAL SOCIETY	01/15/2021	Regular	0.00	6,000.00	118112
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	01/15/2021	Regular	0.00	41.17	118113
1565	MACQUEEN EQUIPMENT INC.	01/22/2021	EFT	0.00	232.21	5971
1604	MARSHALL AREA CHAMBER OF COMMERCE	01/22/2021	EFT	0.00	285.00	5972
6500	MARSHALL GOLF CLUB	01/15/2021	Regular	0.00	2,000.00	118114
1632	MARSHALL MINI-STORAGE, LLP	01/22/2021	EFT	0.00	72.00	5973
1633	MARSHALL MUNICIPAL UTILITIES	01/15/2021	EFT	0.00	76,945.39	5935
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	01/22/2021	EFT	0.00	468.47	5974
6285	MARSHALL PIZZA PARTNERS, LLC	01/15/2021	Regular	0.00	2,000.00	118126
1637	MARSHALL PUBLIC SCHOOLS	01/15/2021	EFT	0.00	9,465.34	5941
3545	MARSHALL RADIO	01/15/2021	EFT	0.00	350.00	5942
1649	MARSHALL TRUCK SALVAGE INC.	01/22/2021	Regular	0.00	79.39	118168
5139	MATHESON TRI-GAS INC	01/22/2021	Regular	0.00	229.19	118169
4980	MENARDS INC	01/22/2021	Regular	0.00	477.74	118170
1721	MIDWEST CONTRACTING LLC	01/15/2021	Regular	0.00	643.50	118115
5479	MINNESOTA PUMP WORKS	01/22/2021	Regular	0.00	15,440.00	118172
3669	MINNESOTA STATE RETIREMENT SYSTEM	01/22/2021	Bank Draft	0.00	7,534.83	DFT0000615
1774	MN DEPT OF LABOR AND INDUST	01/15/2021	Regular	0.00	811.74	118116
4095	MN DEPT OF PUBLIC SAFETY	01/15/2021	Regular	0.00	25.00	118117
3555	MN DOT	01/15/2021	Regular	0.00	3,750.61	118118
1797	MN FIRE SERVICE CERTIFICATION BRD	01/15/2021	Regular	0.00	1,080.00	118119
1818	MN REVENUE	01/22/2021	Bank Draft	0.00	10,721.84	DFT0000621
0974	MN STATE FIRE DEPT ASSN	01/15/2021	Regular	0.00	375.00	118120
1864	MONTES ELECTRIC INC	01/15/2021	Regular	0.00	869.97	118121
6722	MUSCH CONSTRUCTION INC	01/22/2021	Regular	0.00	10,970.00	118173
1945	NORMS GTC	01/22/2021	Regular	0.00	799.47	118174
1986	NORTH CENTRAL INTERNATIONAL, INC	01/22/2021	EFT	0.00	47.57	5975
5891	ONE OFFICE SOLUTION	01/22/2021	EFT	0.00	1,095.59	5976
3809	O'REILLY AUTOMOTIVE STORES, INC	01/15/2021	Regular	0.00	13.36	118122
2019	PAUSTIS WINE COMPANY	01/15/2021	Regular	0.00	5,504.42	118123
6496	PEARCY ENTERPRISES INC	01/22/2021	Regular	0.00	2,000.00	118176
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	01/15/2021	EFT	0.00	35.55	5943
2028	PERA OF MINNESOTA REG	01/22/2021	Bank Draft	0.00	51,386.77	DFT0000613
2036	PHILLIPS WINE AND SPIRITS INC	01/15/2021	Regular	0.00	8,730.02	118124

Council Check Report

Date Range: 01/15/2021 - 01/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2036	PHILLIPS WINE AND SPIRITS INC	01/22/2021	Regular	0.00	11,093.89	118177
2037	PHOTOWORKS	01/22/2021	Regular	0.00	10.50	118179
2049	PLUNKETTS PEST CONTROL INC	01/15/2021	EFT	0.00	39.09	5944
2049	PLUNKETTS PEST CONTROL INC	01/22/2021	EFT	0.00	39.09	5977
2064	POWERPLAN	01/22/2021	Regular	0.00	189.42	118180
6166	PULVER MOTOR SVC, LLC	01/22/2021	EFT	0.00	150.00	5978
2096	QUARNSTROM & DOERING, PA	01/15/2021	EFT	0.00	52.20	5945
6647	RESTORED STRENGTH LLC	01/22/2021	Regular	0.00	2,000.00	118181
6714	RIDDELL/ ALL AMERICAN SPORTS CORP	01/15/2021	Regular	0.00	821.95	118127
5732	RITE	01/22/2021	Regular	0.00	256.50	118182
2186	ROGGE EXCAVATING	01/15/2021	Regular	0.00	2,800.00	118128
2201	RUNNINGS SUPPLY INC	01/22/2021	EFT	0.00	215.36	5979
5838	SCHEDULESPLUS LLC	01/15/2021	Regular	0.00	720.00	118129
6135	SCHUELKE, JOSEPH dba	01/15/2021	EFT	0.00	237.50	5946
6251	SHRED RIGHT	01/15/2021	EFT	0.00	15.00	5947
3495	SMSU	01/15/2021	EFT	0.00	2,750.00	5948
4086	SOUTHERN MN RECREATION & PARK ASSOCIATIC	01/15/2021	Regular	0.00	15.00	118130
4855	SOUTHERN GLAZER'S OF MN	01/15/2021	EFT	0.00	21,976.67	5949
4855	SOUTHERN GLAZER'S OF MN	01/22/2021	EFT	0.00	4,905.76	5980
3022	SOUTHWEST HEALTH & HUMAN SERVICES	01/22/2021	Regular	0.00	728.50	118183
6716	SOUTHWEST MINNESOTA VOLLEYBALL	01/15/2021	Regular	0.00	2,000.00	118131
2373	STREICHERS	01/22/2021	EFT	0.00	200.00	5981
6277	TALKING WATERS BREWING CO, LLC	01/22/2021	EFT	0.00	1,003.00	5982
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	01/15/2021	Regular	0.00	270.00	118132
6498	THE DAILY GRIND, LLC	01/15/2021	Regular	0.00	2,000.00	118133
6650	THOMPSON, BREANNA	01/22/2021	Regular	0.00	2,000.00	118184
6504	THREE LEGGED DOG, INC	01/15/2021	Regular	0.00	2,000.00	118135
4722	TRACSYSTEMS, INC.	01/22/2021	EFT	0.00	2,821.20	5983
6156	TRUE BRANDS	01/15/2021	EFT	0.00	1,435.01	5950
6682	TYLER BUSINESS FORMS	01/22/2021	Regular	0.00	206.52	118185
5106	ULINE	01/15/2021	EFT	0.00	413.97	5951
2499	US BANK	01/15/2021	Regular	0.00	500.00	118134
5733	VAST BROADBAND	01/15/2021	Regular	0.00	429.95	118136
5733	VAST BROADBAND	01/22/2021	Regular	0.00	81.31	118186
4489	VERIZON WIRELESS	01/15/2021	EFT	0.00	1,238.49	5952
2538	VIKING COCA COLA BOTTLING COMPANY	01/15/2021	EFT	0.00	244.65	5953
2538	VIKING COCA COLA BOTTLING COMPANY	01/22/2021	EFT	0.00	205.15	5984
4594	VINOCUPIA	01/22/2021	EFT	0.00	2,376.45	5985
4118	WALMART BUSINESS	01/15/2021	Regular	0.00	171.74	118137
4118	WALMART BUSINESS	01/22/2021	Regular	0.00	495.99	118187
2605	WINE MERCHANTS	01/15/2021	Regular	0.00	4,595.61	118138
2632	ZIEGLER INC	01/22/2021	EFT	0.00	388.85	5986

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	179	82	0.00	358,270.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	126,026.76
EFT's	125	69	0.00	178,908.04
	310	157	0.00	663,205.44

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	179	82	0.00	358,270.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	126,026.76
EFT's	125	69	0.00	178,908.04
	310	157	0.00	663,205.44

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	1/2021	663,205.44
			663,205.44

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

1/26/2021

OBJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
602-49500-55120		5/28/2019	WWTF Improvement Project	14,074,300.00		14,074,300.00	4,099,265.87	6,918,924.06	240,883.18		592,582.80	2,222,644.09	84.21%
401-43100-55130		8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	185,250.15		185,250.15		184,169.25			1,860.30	(779.40)	100.42%
630-49600-55130		9/24/2019	COE Flood Control 2019 Betterments	190,000.00		190,000.00	150,483.00					39,517.00	79.20%
494-41900-55120		11/12/2019	City Hall Renovation	5,030,200.00	232,733.00	5,262,933.00		3,039,722.04	375,798.81		269,664.65	1,577,747.50	70.02%
476-43300-55170		4/14/2020	S 4th St Reconstruction	2,583,754.90	10,885.14	2,594,640.04		2,528,408.74			25,539.42	40,691.88	98.43%
476-43300-55170		5/28/2020	S 1st St Reconstruction	617,136.55	5,683.75	622,820.30		562,896.42			29,626.13	30,297.75	95.14%
630-49600-55170		6/23/2020	Legion Field Storm Water Improvements-Phase 1	277,943.00	(2,967.25)	274,975.75		257,658.64			2,602.61	14,714.50	94.65%
630-49600-55170		9/8/2020	MÉRIT Center Outfall Project	251,297.00		251,297.00						251,297.00	0.00%
				28,663,810.93	389,171.40	29,052,982.33	7,061,271.10	15,317,541.81		0.00	921,875.91	#REF!	



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, January 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider City Council Nominations to the Charter Commission.
Background Information:	Council Members have been tasked to nominate a resident of their Ward to the Charter Commission. Nominations will be submitted by staff to the District Court Judge for appointment to the City's Charter Commission.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve the nominations presented by Council.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the request of Monte Buntjer for a Variance Adjustment Permit at 516A Main Street East.
Background Information:	<p>The owner desires to use a shipping container as a permanent storage next to his building at the address listed above. The Ordinance prohibits using shipping containers as accessory buildings (Sec. 86-163 (10)) or permanent storages (Sec. 86-248 (f)).</p> <p>To grant a variance, City Ordinance and State Statutes require the presence of practical difficulties. The term "practical difficulties," as used in connection with granting a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance, the plight of the landowner is due to circumstances unique (usually something related to physical characteristics of the property not allowing to comply with the Ordinance) to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. The State Statutes essentially forbid granting variances if those conditions are not met. The Findings of Fact, based on the League of Minnesota Cities template, is attached to this memo, and explains each item listed above in detail.</p> <p>Shipping containers do not meet building codes and do not fit into typical city environment, which may lead to reduction in surrounding properties' values. Based on the above information, staff does not believe that there are any practical difficulties in this case and therefore recommends that the variance be denied. It is the opinion of City Staff that allowing this variance will set a precedent for the entire city.</p> <p>The variance regulations and procedures are found in Section 86-29 https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV1GE_S86-29VA. A property aerial photo is attached for reference.</p> <p>At the Planning Commission meeting on January 20, 2021, a public hearing was held and a motion was made by Knieff, second by Lee to recommend approval to the City Council of the request by Monte Buntjer for a Variance Adjustment Permit for a shipping pod as permanent storage at 516A East Main Street. All voted in favor of the motion.</p>
Fiscal Impact:	None known.
Alternative/ Variations:	Deny the request, as recommended by staff, based on Ordinance and Statutory requirements for variance approval.
Recommendation:	The Planning Commission recommends that the Council approve the request by Monte Buntjer for a Variance Adjustment Permit for a shipping pod as permanent storage at 516A East Main Street.

VARIANCE ADJUSTMENT PERMIT
City of Marshall, Minnesota

WHEREAS, The Planning Commission of the City of Marshall has held a Public Hearing for a Variance Adjustment Permit to allow storage container as permanent storage on the premises described as:

SEE EXHIBIT A
City of Marshall, County of Lyon, State of Minnesota
516 A East Main Street

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

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

NOW THEREFORE, be it resolved by the Common Council of the City of Marshall, Minnesota, that a Variance Adjustment Permit be granted to Monte Buntjer for a Variance Adjustment Permit to allow storage container as permanent storage on the premises described herein subject to the following conditions:

- 1) That the regulations, standards and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
- 2) That the City reserves the right to revoke the Variance Adjustment Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default, and allow the applicant a reasonable time in which to cure any such default.
- 3) That the conditions contained in this permit shall be binding upon the successors and assigns of the applicant.

ADOPTED: January 26, 2021.

ATTEST:

Mayor

City Clerk

(SEAL)

This Instrument Drafted By:
Jason R. Anderson, P.E.
City Engineer/Zoning Administrator
File No. 1141

EXHIBIT A

TRACT I

That part of the Northeast Quarter (NE $\frac{1}{4}$) of section Nine (9), Township One Hundred Eleven (111), Range Forty-one (41), West of the Fifth Principal Meridian, bounded and described as follows: Beginning on the Southwesterly line of East Main Street extended in the City of Marshall at a Point 1229.7 feet Northwesterly from the intersection of said street line with East line of said Section Nine (9); running thence in a Southwesterly direction at right angles to said street line, a distance of 314 feet to the true point of beginning; continuing thence in a Southwesterly direction along said line, and at right angles to said street line, a distance of 233 feet more or less to the former right of way of Winona and St. Peter Railway and designated as Point "A"; beginning again at the true point of beginning and running in a Northwesterly direction parallel with East Main Street a distance of 75 feet; thence at right angles and in a Southwesterly direction to the former right of way of Winona and St. Peter Railway; thence in the Southeasterly direction along said railway right of way to Point "A", Lyon County, Minnesota, as shown by instrument recorded in Book 141 of Deeds, Page 293, in the Office of the County Recorder of Lyon County, Minnesota, subject to highways and easements of record.

AND

TRACT II

That part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), Township One Hundred Eleven (111), Range Forty-one (41), West of the Fifth Principal Meridian, bounded and described as follows: Beginning on the Southwesterly line of East Main Street extended in the City of Marshall at a Point 1304.7 feet Northwesterly from the intersection of said street line with East line of said Section Nine (9); running thence in a Southwesterly direction, at right angles to said street line, a distance of 314 feet to the true point of beginning, continuing thence in a Southwesterly direction along said line, and at right angles to said street line, to the former right of way of Winona and St. Peter Railway and designated as Point "A"; beginning again at the true point of beginning and running in a Northwesterly direction parallel with East Main Street a distance of 75 feet; thence at right angles and in a Southwesterly direction a distance of 219.5 feet more or less to the former right of way of Winona and St. Peter Railway; thence in a Southeasterly direction along said railway right of way of Point "A", Lyon County, Minnesota, as shown by instrument recorded in Book 141 of Deeds, page 292, in the Office of the County Recorder of Lyon County, Minnesota, subject to highways and easements of record.

CONNECTEXPLORER



map: Auto (Oblique) - Apr 2020 - May 2020 - < image 1 of 6 > 04/11/2020

Marshall Planning Commission
Findings of Fact – Request for Variance Permit
516A East Main Street, City of Marshall, Lyon County, Minnesota

1. Mr. Buntjer is the owner of a parcel of land located at 516A East Main Street.
2. The subject property is legally described as found on Exhibit A.
3. Mr. Buntjer has applied to the City for a variance to install a 40 foot shipping container as a permanent storage building.
4. The proposal would vary from Ordinance in that it requests using a shipping container as a permanent storage which is explicitly prohibited by Ordinance 86-163(b)(10).
5. Minnesota Statute Section 462.357, subd. 6 provides:
 - a. Variances shall only be permitted (a) when they are in harmony with the general purposes and intent of the ordinance and (b) when the variances are consistent with the comprehensive plan.
 - b. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. “Practical difficulties,” as used in connection with the granting of a variance, means that (a) the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property not created by the landowner; and (c) the variance, if granted, will not alter the essential character of the locality.
 - c. Economic considerations alone shall not constitute practical difficulties.
6. City Ordinance allows variances if “(t)he applicant shall prove that the literal enforcement of the provisions of this chapter would cause practical difficulties because of circumstances unique to the individual property under consideration and the granting of the variances will be in keeping with the spirit and intent of this chapter” according to Section 86-29 (e). The practical difficulties are further defined according to the State Statutes as presented in Item 5 above.
7. City Ordinance Section 86-163 (b) (10) states that “Trailers, semi-trailers, and storage containers (including, but not limited to, cargo and shipping container and PODS or any structures made of the above components) must not be used as accessory buildings in all classes of residential or business districts.” Additionally, Section 86-248 (f) states that “Storage containers, including, but not limited to, trailers, semi-trailers, cargo and shipping containers, PODS, and dumpsters, are not allowed as permanent storage structures in all classes of residential or business districts.” Storage and shipping containers do not meet building code and do not fit into typical city environment, which may lead to reduction in surrounding properties’ values.
8. Below is analysis of the Minnesota Statute Section 462.357, subd. 6 applicability:

- a. The requested variance is not in harmony with the purpose and intent of the ordinance because it will deviate from the purpose of uniformity and maintaining property values.
 - b. The requested variance is unrelated to the comprehensive plan.
 - c. The property owner does not propose to use the property in a reasonable manner because conventional storage building may be built to comply with the Ordinance.
 - d. There are not unique circumstances to the property not created by the landowner because its size and location is not remarkable.
 - e. The variance will not maintain the essential character of the locality because there are no other storage containers in the neighborhood.
9. Based on the above information, staff concluded that there are no practical difficulties in this case and recommended that the variance request be denied.
 10. A public hearing was conducted at the special January 20, 2021, Planning Commission meeting. Notice of that hearing was published and was mailed pursuant to provisions of Marshall Ordinance Sec. 86-47 and in compliance with Minnesota Statutes.
 11. Following a public hearing on the application, the Planning Commission has recommended approval of the variance based on the fact that there are already several such containers around town that are a lot more of an eye sore than this one, which is barely visible from the street.

At the conclusion of the public hearing, motion was made by Commission Member Lee, seconded by Commission Member Knieff to recommend approval of the variance permit to the City Council.

Meeting Date:	Tuesday, January 12, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the adoption of an Ordinance amending Chapter 2, Article 6, Division 6; Human Rights Commission.
Background Information:	<p>Beginning this fall, staff, council members and community members have been regularly meeting to begin work on establishing a City commission to address diversity, equity and inclusion within the city of Marshall.</p> <p>The Diversity, Equity, and Inclusion (DEI) Commission, although in its infancy, has established its vision and mission statements, guiding principles and has begun working on its first set of actions steps as well as proposed this amendment to the city code to official become a City Commission.</p> <p>The groundwork for the DEI commission is key and crucial. The Commission is dedicated to learning, creating innovative ideas, and adapting to the ever-changing environment. The DEI Commission is taking purposeful action to advance this commitment through the guiding principles of equity, inclusion, collaboration, and transparency.</p> <p>At the January 12, 2021 regular meeting the City Council Introduced the Ordinance. The DEI group continues to meet establishing its framework to ensure a solid foundation.</p>
Fiscal Impact:	None
Alternative/ Variations:	None recommended.
Recommendations:	<p>Recommendation No. 1: To adopt the proposed ordinance amendment.</p> <p>Recommendation No. 2: To approve the list of appointments to the Diversity, Equity, and Inclusion Commission.</p>

ORDINANCE NUMBER

AN ORDINANCE AMENDING CHAPTER 2 ARTICLE VI, SEC. 2-145 & SEC 2-246

The City Council of Marshall, Minnesota ordains:

ARTICLE VI. - BOARDS, COMMISSIONS AND AUTHORITIES

Sec. 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, Equity, and Inclusion Commission.

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

~~State Law reference~~ — Human rights, Minn. Stat. ch. 363.

Sec. 2-246. - Established; composition; appointments; qualifications.

~~(a)~~ ~~(a)~~ The ~~human rights commission~~ Diversity, Equity, and Inclusion Commission ~~shall be composed of five members, and~~ is hereby established for the purpose of securing for all ~~citizens~~ residents ~~equal~~ equitable opportunity in employment, housing, public accommodations, public services and education and full participation in the affairs of this community ~~by assisting the state department of human rights in implementing the Minn. Stat. ch. 363,~~ and advising the council on long range programs to improve community relations. Appointments shall be made, effective June 1, for three-year staggered terms.

(b) The following members will be appointed by the city council.

a. One (1) member of the Marshall City Council

b. Eight (8) at-large members.

~~(a)~~ The city council shall authorize the Diversity, Equity, and Inclusion Commission to designate representatives from organizations to a standing position on the Commission as written in its bylaws.

(b) Members of the ~~human rights commission~~ Diversity, Equity, and Inclusion Commission shall be appointed with due regard to their fitness for the efficient dispatch of the functions, powers and duties vested in and imposed upon the commission.

~~(Code 1976, § 2.26(1))~~

Sec. 2-247. - Duties.

In fulfillment of its purpose, the ~~human rights~~ Diversity, Equity, and Inclusion ~~e~~Commission's duties and responsibilities shall be to:

- (1) Adopt bylaws and rules for the conduct of its affairs including the election, assumption of duties and definition of responsibilities of officers and committees.
- ~~(2) Draft a memorandum of agreement with the state department of human rights for the purpose of determining regulatory and enforcement procedures.~~
- (32) Enlist the cooperation of agencies, organizations and individuals in the community in an active program directed to create equal opportunity and eliminate discrimination and ~~inequalities~~inequities.
- (43) Formulate a ~~human relations~~ program for the city to give increased effectiveness and direction to the work of all individuals and agencies addressing themselves to planning, policy making and educational programming in the area of ~~civil and human rights,~~ diversity, equity, and inclusion.
- (54) ~~Advise~~Guide the mayor, the council and other agencies of the government of ~~human relations and civil rights problems~~diversity, equity, and inclusion issues. Act in an ~~advisory~~authoritative capacity with respect to planning or operation of any city department on issues of ~~civil and human rights~~diversity, equity, and inclusion and recommend the adoption of such specific policies or actions as are needed to provide for full ~~equal~~equitable opportunitiesiesy in the community.
- (65) ~~Develop in cooperation with the state department of human rights such programs of formal and informal education as will assist in the implementation of the Minn. Stat. ch. 363, and provide~~Provide for the commission's assumption of leadership in recognizing and resolving potential problem areas in the community.

~~(Code 1976, § 2.26(2))~~

Secs. 2-248—2-265. - Reserved.

PASSED AND ADOPTED by the City Council of the City of Marshall, Minnesota, this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

Diversity, Equity and Inclusion Commission

Established: 1/26/2021

Meetings: 1st and 3rd Friday of the Month, 11:00 AM

Term: 3 years – two term limit

Appointment Authority: Appointed by Mayor and confirmed by City Council

Members: 8 At-Large

Council Liaison: John DeCramer

City Staff Liaison: Amanda Beckler, Kyle Box

Name	Address	Email	Phone	Appt. Date	Exp. Date	No. of Terms
Beth Wilms		Beth.wilms@swmhhs.com		01/26/21	05/31/23	First
Esther Oluborode		Esther.Oluborode@my.smsu.edu		01/26/21	05/31/22	First
Jefferson Lee IV		Jay.Lee@smsu.edu		01/26/21	05/31/23	First
Michele Sterner		Michele.sterner@smsu.edu		01/26/21	05/31/22	First
Sara Runchey		sara@rlwlawyers.com		01/26/21	05/31/23	First
See Moua-Leske		See.moua-leske@marshall.k12.mn.us		01/26/21	05/31/22	First
				01/26/21	05/31/23	First
				01/26/21	05/31/22	First

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Establishment of Comprehensive Plan Proposal Review Committee.
Background Information:	<p>The City is currently advertising a request for proposals (RFP) for an update to the City Comprehensive Plan. The “Comp Plan” is a planning guide that the City primarily uses to provide a consistent set of goals and policies that guide decisions regarding land use. The Comp Plan update process will be very public, and the City and its selected consultant will plan to do a lot of outreach and we will plan to solicit a lot of input.</p> <p>Before we get to that step, the City will need to receive proposals and select our desired consultant. To do this, we are planning to establish a Proposal Review Committee that will meet a few times to grade, interview, and select the consultant.</p> <p>We are proposing a committee consisting of:</p> <p>2-City Council members: Don Edblom (liason to the Planning Commission) and Dr. Meister <i>or</i> John DeCramer (liasons to the EDA) 1-Planning Commission member: Amanda Schroeder 1-EDA Board member: Dan Herrmann 2-City Staff (likely Ilya Gutman and Lauren Deutz) 1-Chamber member</p> <p>Proposals are due by Wednesday, February 3, 2021. Staff would expect that the Proposal Review Committee would meet a few times in February and early March to rate proposals and select a number of consultants to interview. Following the interview and final grading, the committee would select their preferred consultant for recommendation to the City Council.</p>
Fiscal Impact:	No fiscal impact at this time. Cost estimate for our Comprehensive Plan update was presented as \$50,000-\$60,000 at the November 24, 2020 Council meeting. Current belief is that the update may cost \$60,000-\$80,000, depending on level of consultant involvement in the public participation portion of the plan.
Alternative/ Variations:	
Recommendation:	that the Council authorize the establishment of the Comprehensive Plan Proposal Review Committee for the purpose of completing a thorough review of Comprehensive Plan RFP’s and seeking consensus on the preferred consultant to be recommended to the City Council.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z83: James Avenue/Camden Drive Reconstruction Project - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
Background Information:	<p>This project consists of the following: reconstruction and utility replacement on James Avenue between Camden Drive and South 4th Street and Camden Drive between James Avenue and South 4th Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on James Avenue and Camden Drive. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter and other minor work.</p> <p>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.</p>
Fiscal Impact:	The engineer's estimate for the construction portion of the project is \$952,200. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$1,214,700. 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.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council adopt the "Resolution Approving Plans and Specifications and Ordering Advertisement for Bids" for Project Z83: James Avenue/Camden Drive Reconstruction Project.

RESOLUTION NUMBER 21-010

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a resolution passed by the council on November 10, 2020, the City Engineer has prepared plans and specifications under the following project in the following location and has presented such plans and specifications to the Council for approval.

PROJECT Z83: JAMES AVENUE/CAMDEN DRIVE RECONSTRUCTION PROJECT – This project consists of the following: reconstruction and utility replacement on James Avenue between Camden Drive and South 4th Street and Camden Drive between James Avenue and South 4th Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on James Avenue and Camden Drive. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter and other minor work.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official newspaper, the Marshall Independent, in Finance & Commerce, on the City of Marshall website, eGram, and on the Mn/DOT eAdvert website, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published two times in the Marshall Independent, one time in Finance & Commerce, and continuously on the City of Marshall website, eGram and the Mn/DOT eAdvert website until the date of bid opening, shall specify the work to be done, shall state the date, time and place that the bids will be received by the City Clerk, which time they will be publicly opened by the City Clerk and Director of Public Works/City Engineer, will then be tabulated, and will indicate the date, time and place time that the bids will be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for 10 percent of the amount of such bid.

Passed and adopted by the Council this 26th day of January, 2021.

Mayor

ATTEST:

City Clerk

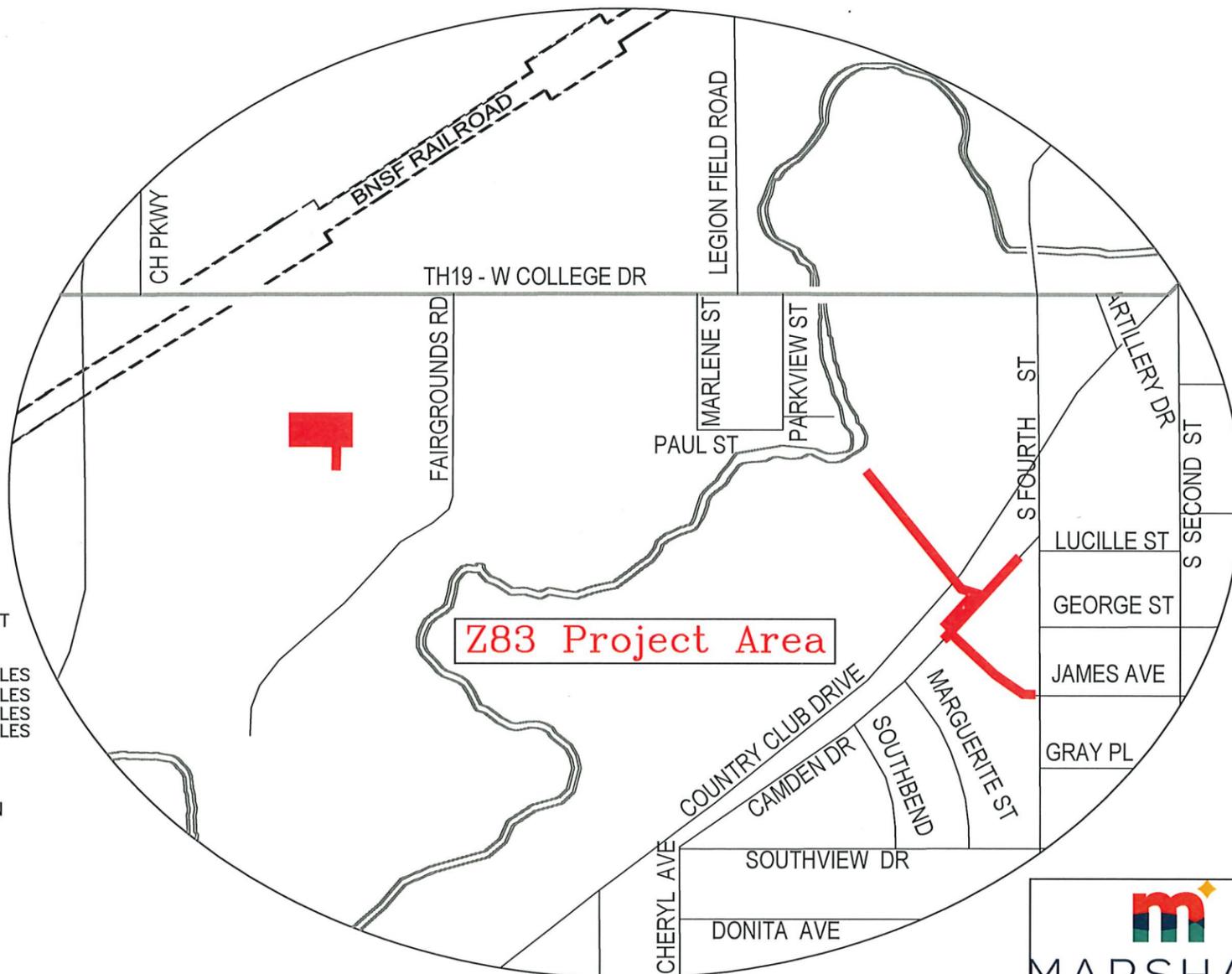
This Instrument Drafted by: Director of Public Works/City Engineer Jason R. Anderson, P.E.

State Of Minnesota City of Marshall, Minnesota Project Number Z83

Construction Plans for Sanitary Sewer, Watermain, Storm Sewer,
Grading, Curb and Gutter, Sidewalk, Bituminous Surfacing and Misc. Work for
West James Ave, Camden Dr, & Marshall Golf Club

From the intersection of West James Ave & South 4th to the intersection of
Camden Dr & South 4th Street, including an area from Camden Dr to the Redwood River

SECTION 8 T111N, R41W



Z83 Project Area

Legend

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

ELECTED OFFICIALS

ROBERT BYRNES, MAYOR
STEVEN MEISTER, CITY COUNCIL
JOHN DECRAMER, CITY COUNCIL
JAMES LOZINSKI, CITY COUNCIL
DONALD EDBLOM, CITY COUNCIL
CRAIG SCHAFFER, CITY COUNCIL
RUSS LABAT, CITY COUNCIL

CITY OF MARSHALL STAFF

SHARON HANSON, CITY ADMINISTRATOR
ANNETTE STORM, DIRECTOR OF ADMINISTRATIVE SERVICES
KARLA DROWN, FINANCE DIRECTOR
JASON ANDERSON, DIR. OF PUBLIC WORKS/CITY ENGINEER
JESSIE DEHN, ASSISTANT CITY ENGINEER
GEOFFREY STELTER, SENIOR ENGINEERING SPECIALIST
JASON ROKEH, ENGINEERING SPECIALIST
GREGG SWANSON, ENGINEERING SPECIALIST
JERRED LEE, ENGINEERING SPECIALIST
LONA RAE KONOLD, PUBLIC WORKS ADMIN. ASSISTANT
ROBERT VANMOER, WASTEWATER TREATMENT SUPERINTENDENT

GROSS LENGTH WEST JAMES STREET	462 FEET	0.09 MILES
GROSS LENGTH CAMDEN DRIVE	510 FEET	0.09 MILES
EXCEPTIONS	0 FEET	0 MILES
NET LENGTH	972 FEET	0.18 MILES

DESIGN DATA

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

SCALES

PLAN	1"=50'
PROFILE	1"=5'
INDEX MAP	1"=100'
GENERAL LAYOUT	1"=50'

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantity Sheet
3-4	Construction Notes Sheet
5	Quantity Tables Sheet
6-8	Existing/Proposed Typical Section Sheet
9-10	Misc. Detail Sheet
11-12	SWPPP Sheet
13-14	Traffic Control Sheet
15-17	Removal Plan & Profile Sheet
18-21	Street Plan and Profile Sheet
22-27	Pedestrian Curb Ramp Details
28-31	Driveway and Sidewalk Details

SPECIFICATION REFERENCE

THE 2018 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

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

DATE _____
REG NO 53322

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA

DATE _____

APPROVED: MARSHALL MUNICIPAL UTILITIES



REVISIONS	DATE	DRAWN BY
		J.R.L.

Meeting Date:	Tuesday, January 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Lyon Street Lane Reconfiguration (TH 23 to Adobe Road).
Background Information:	<p>In 2022, the City will be completing an enhanced pedestrian crossing on Lyon Street adjacent to Adobe Road to provide a safer pedestrian crossing between Independence Park and Parkside Elementary School. The project will incorporate the use of new school zone signed, radar speed zone signage, a rectangular rapid flashing beacon (RRFB), and a pedestrian refuge island. See attached drawings.</p> <p>To accommodate the pedestrian refuge island and better accommodate area travel patterns, City engineering staff would like to propose a Two Way Left Turn Lane (TWLTL) striping configuration on Lyon Street from Adobe Road to TH 23. The TWLTL fits well in this area and the existing road width can accommodate this striping pattern and the on-street bike lanes if parking is removed from both sides of Lyon Street through this area. Most land uses adjacent to Lyon Street through this area do not currently utilize on-street parking. There are two residential homes west of Adobe Road that would lose parking directly in front of their homes as a result of the restriping.</p> <p>City staff would propose to complete this restriping in 2021.</p> <p>At the Public Improvement/Transportation Committee meeting on January 8, 2021, LABAT MADE A MOTION to recommend approval to the City Council of the Lyon Street Lane Reconfiguration (TH 23 to Adobe Road) as presented, SECONDED BY LOZINSKI. ALL VOTED IN FAVOR. MOTION PASSED 3:0.</p>
Fiscal Impact:	
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council approve the Lyon Street Lane Reconfiguration (TH 23 to Adobe Road) as presented.



Adobe Road



NOT TO SCALE

Item 17.



MARSHALL

PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

East Lyon Street

Proposed Striping Adjustments

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 _____ LICENSE NO. 53322

DATE
12/31/2020

DESIGNED BY
DRAWN BY JLD
REVISIONS:

PROJECT NO.

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01 OF 03



NOT TO SCALE

Item 17.



MARSHALL

PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

East Lyon Street

Proposed Striping Adjustments

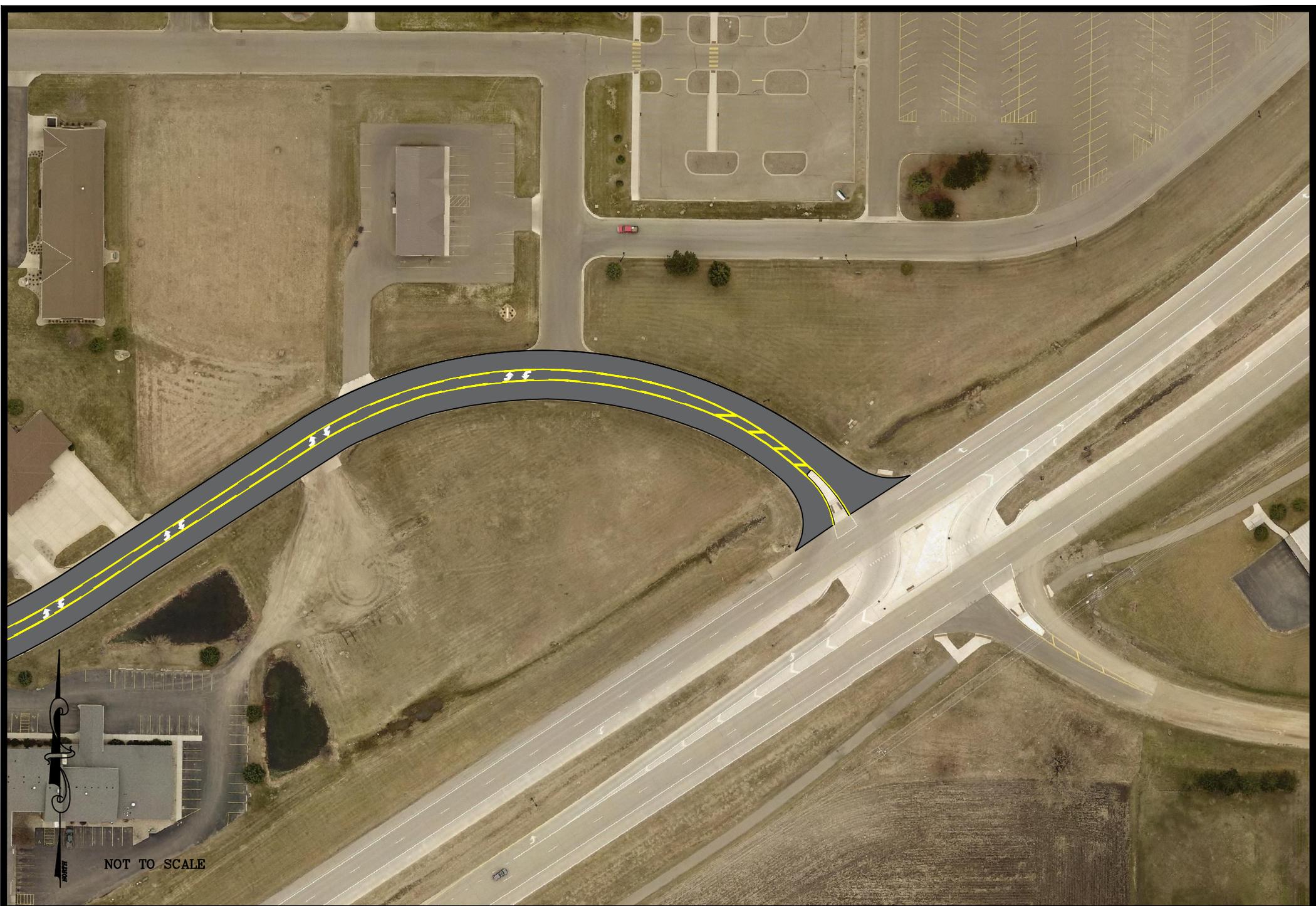
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE _____ LICENSE NO. 53322

DATE
12/31/2020

PROJECT NO.

DESIGNED BY
DRAWN BY JLD
REVISIONS:

Page 103
02 OF 03



NOT TO SCALE

Item 17.



PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

MARSHALL

East Lyon Street

Proposed Striping Adjustments

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 _____ LICENSE NO. 53322

DATE
12/31/2020

PROJECT NO.

DESIGNED BY
DRAWN BY JLD
REVISIONS:

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03 OF 03

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	US Army Corps of Engineers Betterments Project Update.
Background Information:	<p>In spring-summer 2019, City staff brought forward six different locations where some level of slope failure was occurring along our US Army Corps of Engineers (USACE) flood control project. High water events in summer 2018 and spring 2019 resulted in some areas of significant damage to our flood control project. After reviewing the locations with USACE St. Paul District staff, it was determined that four of the six locations may be eligible for federal assistance in rehabilitation under Public Law 84-99 (PL 84-99).</p> <p>At the September 24, 2019 meeting, the City Council entered into an agreement with the USACE for city participation in “betterments” associated with the flood control project repairs. At the time, city staff was informed that the federal government would pay for costs associated with repairing the flood control project to its pre-existing/pre-flood damage condition, and the city would be responsible for all costs associated with improving the project to make the system more resistant to similar damage in the future. In the agreement, the City’s estimated cost participation for these “betterments” is \$148,311.</p> <p>Recently, USACE staff completed project plans and are nearly ready to prepare the project for bid with a 2021 construction schedule. Along with completed plans, the USACE sent over an updated cost proposal. The updated cost proposal reflected a city cost participation of \$440,919, which was significantly greater than the \$148,311 cost participation that the City Council had previously agreed to. City staff initiated conversation with USACE staff and held multiple meetings to discuss the discrepancy and the lack of communication to get to this point.</p> <p>In reviewing the cost estimate city staff learned that the USACE was proposing to cover the costs of site #2 in its entirety, with the city covering the costs of all other project sites (Sites #1, #3, and #6) in their entirety. The thought process from the USACE was that the failure at site #2 was directly compromising the flood protection project and the other three sites were not immediately hazardous to the integrity of the flood control project. City staff disagreed with this proposal and presented our argument to the USACE staff. City staff shared some historical aerial imagery as well as some local river and project knowledge and following further discussion, USACE staff have now proposed to cover all project costs for Sites #1 and #2, with the city being entirely responsible for Sites #3 and #6.</p> <p>The cost estimates for Sites #3 and #6 are \$82,342.63 and \$128,323.55, respectively. Staff is proposing to the USACE to seek bids with Sites #1 and #2 as the base bid, and Sites #3 and #6 being listed as add-alternates. This will allow the City</p>

	<p>the flexibility to determine if we'd like to participate in the project by completing the work at Sites #3 and #6 after we review the costs from the low bidder.</p> <p>If the City does not view the costs as favorable, we may choose to not cost participate and not complete work at Sites #3 and #6. By choosing this route, the City will very likely need to expend funds at these two locations in the future to protect and manage the flood control project. These locations will very likely be continually flagged on our inspection reports which will require the City to utilize our funds to maintain the project. The benefit of waiting is that there may be another high water event that clearly causes significant damage to the project and these sites may be eligible for federal cost participation at that time.</p> <p>If the costs for completing the work at Sites #3 and #6 are favorable, the City may choose to have these alternate sites awarded and included with the project. By doing so, the City will be required to pay for all costs associated with the "betterments" at these two locations. The improvements will become part of the flood control project, and future damage repairs may be eligible for federal cost participation.</p>
<p>Fiscal Impact:</p>	<p>The City has already prepaid \$148,311 from the Surface Water Management Utility to cover our original estimated portion of project costs. No further payment is required at this time. If the City elects to complete work at Sites #3 and #6 and costs are greater than \$148,311, the City will be expected to contribute more funds. If the City elects to <u>not</u> participate in a project at Sites #3 and #6, the City will be reimbursed our \$148,311. The City is only required to pay for actual costs associated with Sites #3 and #6 if we elect to complete work at these locations.</p>
<p>Alternative/ Variations:</p>	<p>No alternative actions recommended.</p>
<p>Recommendation:</p>	<p>that the Council authorize City staff to advise USACE officials to bid Sites #3 and #6 as alternates for City consideration upon receipt and tabulation of bids.</p>

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Approval to Request Proposals for Marshall Aquatic Center Design, Architecture, Engineering Services
Background Information:	<p>The Marshall Aquatic Center has served the residents of Marshall and surrounding communities for more than 50 years—a long time for a community recreation facility. The current facility is showing its age and has numerous deficiencies in code compliance, operations, customer experience and maintenance costs.</p> <p>The existing Marshall Aquatic Center includes three (3) vessels: a diving pool with 1-meter and 3-meter diving boards, a lap/ general use pool with a waterslide, and a wading pool. It also includes a bathhouse and concessions building. The original facility was constructed in 1960's.</p> <p>For many years, the City has been studying and reviewing next steps with the 50-year old Aquatics Center. A study was completed in 2019 that provided recommendations on next steps (see attached Study).</p> <p>In order to move the project to a decision stage staff is recommending we hire a firm to bring us from the conceptual stage to bidding documents in order to bring to the public for their consent.</p>
Fiscal Impact:	Varied
Alternative/ Variations:	<p>Continue the process with 292 Design Group, and do not go forward with RFP process</p> <p>Do not go forward with 292 Design Group, do not go forward with RFP process</p>
Recommendations:	Approved Request for Proposal Process.



MARSHALL

**CITY OF MARSHALL
REQUEST FOR PROPOSALS (RFP)
DESIGN, ARCHITECTURE AND ENGINEERING SERVICES FOR
MARSHALL AQUATICS CENTER**

January 26, 2021

SUBMITTAL INFORMATION

All proposals must be received by the City Clerk's Office, at the City of Marshall no later than: March 4, 2021 at 4:00 PM in a sealed envelope. Proposals received after the time and date indicated above shall be deemed nonresponsive and returned unopened.

Proposal for Design, Architecture and Engineering Services for
Marshall Aquatics Center
Office of the City Clerk, City Hall
City of Marshall
344 West Main St.
Marshall, MN 56258

Proposal Contact:
Scott VanDerMillen
Community Services Division Director
344 West Main St.
Marshall, MN 56258
Phone: 507-537-6767
Email: Scott.VanDerMillen@ci.marshall.mn.us

**REQUEST FOR PROPOSAL
DESIGN, ARCHITECTURE AND ENGINEERING SERVICES FOR
MARSHALL AQUATICS CENTER**

The City of Marshall (“City”) is requesting proposals from qualified design, architectural and engineering Firm firms (“Firms”) to provide a design, architectural and engineering services for the Marshall Aquatics Center. The City of Marshall (City) invites qualified architectural and engineering design teams to submit proposals to provide complete architectural and engineering design and construction cost estimating services for the demolition, remodel, and construction of the Marshall Aquatics Center Project. The City is seeking the services of an architectural and engineering design team with aquatic center design experience as well as experience working with public municipal agencies.

GENERAL INFORMATION

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

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

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

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

The locker rooms and restroom facilities need extensive remodeling. Today's users also expect greater privacy in the changing and showering area. The existing building's changing, shower and toilet areas are wide open with little privacy screening. The changing areas should be divided into smaller bays for more privacy and showers should be the individual type rather than open. (There are some individual showers in the women's locker room, but they are small and makeshift.) The restroom areas need to be replaced, in total, with new ADA compliant fixtures and a more useful layout.

The mechanical and electrical systems have deteriorated and in need of repair. Water line breaks are common and waste lines are failing. There is a significant problem of sewer gas entering the shower area of the building and staff have made a makeshift repair that needs replacement. The staff has had to make many repairs to the plumbing systems and these repairs are exposed and add to the poor appearance of the building. Exhaust fans are old and inadequate and provide poor ventilation within spaces. Electrical systems are original. The main service panel is outdated and beyond its life expectancy and needs immediate replacement.

The concessions area has numerous deficiencies. Most critical is that it does not Minnesota Department of Health requirements. Floor, wall and ceiling finishes do not comply. The sinks for hand washing, food prep and dish wash are inadequate. The layout is extremely inefficient which limits the ability to serve the customers and affects potential income from food and beverage sales. There are also significant issues regarding the plumbing, ventilation and electrical systems.

PROPOSAL INFORMATION

The purpose of this Request for Proposal ("RFP") is to select a Firm to provide Design, Architecture and Engineering services for the Marshall Aquatics Center to the City. The City intends to select one Firm to perform all the items listed in the Scope of Work section

The overarching goal is to design a community-based aquatics center that provides a variety of features which meets the needs of residents of all ages in an all-inclusive facility.

The new facility should provide a wide range of opportunities for the public to enjoy aquatics programs using state-of-the-art design, equipment, and technology to ensure a clean environment with a focus on safety awareness at all times.

PROJECT GOALS

In 2019, 292 Design Group and Re-Engineered have assessed the existing pools, deck area and building to determine their long-term viability to serve Marshall residents. Our review has indicated that all the components of the center need extensive improvement, repair, or modification to create an aquatic center that provides an enjoyable summer aquatic activity in a safe manner, and one that is accessible to all and efficient to operate.

The 2019 report by 292 Design Group recommends constructing a new aquatic center on the site of the existing facility. This report concludes that remodeling costs will be so high and will be so constrained that only replacement makes good economic sense. The facility recommended to the city with state-of-the-art municipal aquatic center that will be open to everyone, will provide a wide variety of activities for all ages, will be safe, and will add to the recreational opportunities for the residents of Marshall. The proposed aquatic center includes two pools and a splash pad, a bath house and new concessions.

The City of Marshall is seeking an experienced, qualified architectural/engineering firm that will bring a comprehensive and collaborative approach to the efficient design of the aquatics center. Design Firm teams will be required to provide technical expertise in the following areas, including, but not limited to:

Preparing architectural designs for aquatic facilities.

Designing structural, mechanical, plumbing, electrical, and pool filtration systems, as directly related to waterpark operations.

Preparing bid-ready construction documents for waterpark features.

Construction management assistance.

SCOPE OF SERVICES

Project Establishment

The successful Firm shall be a Minnesota State-licensed architect/engineering business. The Firm will meet with City staff to establish project goals and objectives, understand the Project budget, determine the site location, and confirm the design program. Firm will review the physical characteristics and requirements identified for the project and ensure its suitability for the site location. Support spaces such as family gathering areas, queuing areas, and support areas for storage and mechanical and maintenance needs will be discussed. Engineering work for topographical survey, geotechnical investigation and underground utility location will also be completed by the Firm.

Schematic Design

Firm will provide a narrative, and schematic plans and sections for the aquatics center critical dimensions and features. Firm will review preliminary schematic design drawings for the Project including support equipment building; adjacencies and circulation; traffic patterns; activity program; use of spaces and capabilities; project phasing; electrical and mechanical systems; architectural character and/or theming elements of the equipment building and slide structure, and landscaping.

Completion of conceptual and schematic designs and associated estimates of probable construction costs.

Public Outreach/Fundraising

One or more outreach meeting with the community, City Council, Committee/Board meetings necessary for approval of and input on final proposed concept design.

Assist the City with coordinating and managing private sector fundraising efforts associated with the aquatics center project, including attending necessary presentation meetings with identified funders.

Design Development

Firm will provide design development drawings of the Project markings and features in plan and section.

The Project will be coordinated and shall otherwise comply with the requirements of State and local Health Codes and the Minnesota Building Standards Code.

Construction Document Preparation

The Firm will prepare all architectural, structural, mechanical/plumbing, electrical (including lighting/sound) and civil engineering, landscape and irrigation, aquatic drawings and general specifications and information for construction of the Project which shall meet all requirements of the City and all applicable local, State and federal laws and regulations including, but not limited to, the Americans With Disabilities Act.

Bidding

Firm will assist in obtaining bids and in awarding and preparing construction contracts.

Construction Administration

Firm will provide prescribed observation during construction of the project to ensure the Project is built according to the design set forth in the documents. Firm will review the contractor's shop drawings, product samples and schedule of performance. Firm will assist in the preparation of change orders and construction directives. Firm will conduct observations to determine the date of substantial completion and assist in identifying any performance "punch list" items.

PROPOSAL INFORMATION

Proposals will be received by the City of Marshall at the Office of the City Clerk, 344 West Main St, Marshall, Minnesota 56258 until 4:00 p.m. on Thursday, March 4, 2021

The City will respond to any requests for clarification to the Request for Proposal in RFP Addendum(s) as needed. Inquiries should be directed to Community Services Division Director Scott VanDerMillen at 507-537-6767 or Scott.VanDerMillen@ci.marshall.mn.us

Proposals must be submitted in a sealed envelope, addressed to the City Clerk at the above referenced address. The sealed envelope containing a Proposal must be plainly marked on the outside as Proposal for Design, Architecture and Engineering Services for Marshall Aquatics Center and Proposer's name and address must be identified. Submit one (1) unbound original and three (3) copies of the proposal.

Proposer's fee schedule and reimbursable costs shall accompany the proposal but must be in a separate sealed envelope clearly marked "Cost Proposal". Only one (1) copy of the fee proposal is required.

Following proposal submittal and review, the City may, at its sole discretion, conduct interviews with selected firms. Award of the design contract by the Marshall City Council, if one is made, is expected to be made March 23, 2021.

PROPOSAL EVALUATION AND SELECTION

A Selection Committee comprised of selected City Council, Community Services Board, and City staff will evaluate and rank all proposals meeting the requirements of this RFP. Rankings

will be determined by demonstrated competence and professional qualifications, based on a combination of the following factors:

Understanding of and ability to complete work scope (25%)

Technical capabilities and qualifications (25%)

Previous experience on similar projects (25%)

References (15%)

Overall quality of proposal (10%)

Upon completion of the rankings, the Selection Committee may, at its discretion, interview any or all of the Proposers. After completing the ranking process, the Proposer(s) rated as most qualified to provide the requested services will be invited to enter into a final Professional Services Agreement, if one is to be entered. City of Marshall Aquatics Center Services RFP

The City reserves the right to accept or reject any or all proposals, waive any irregularities in proposals, and may, at its discretion, negotiate with one or more Proposers concurrently.

The Selection Committee reserves the right to request additional information from Proposers, visit sites, request demonstrations or oral presentations, and/or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

The City reserves the right to consider any minor deviations from the Scope of Work and determine whether or not to accept such deviation. The City reserves the right to seek supplementary information from any Proposer at any time after the official proposal opening and before any award. Such information will be limited to clarification or amplification of information requested in the original proposal.

Each Proposer agrees that the City may have up to ninety (90) days to accept or reject proposals.

Upon City's acceptance of a proposal, the successful Proposer will be required to execute and return all required Project documents and all certificates of insurance with endorsements, within ten (10) calendar days from the date of approval of any award of a Professional Services Agreement by the City Council. Should the successful Proposer fail or refuse to execute the Professional Services Agreement, the City reserves the right to accept the proposal of the next highest ranked Proposer.

PROPOSAL FORMAT

Each proposal shall include the following information:

Binding Transmittal Letter

Proposer must provide a cover letter (two pages maximum) signed by a party authorized to contractually obligate the Proposer (and respective team members) to perform the commitments included in the proposal. The letter must also identify the name, title, address, telephone number, and e-mail address of the individual(s) responsible for such negotiations, if selected. Additionally, the cover letter should discuss the Proposer's overall qualifications and ability to

meet the scope of work outlined in this RFP, and include a statement guaranteeing the validity of the Proposal, including all proposed fees and costs, for a period of 90 days beyond the submission date.

Firm Overview and Qualifications

A Statement of Qualifications applicable to this Project including the names, qualifications, and proposed duties of the firm's staff to be assigned to this Project. List the specific individuals who will serve as Lead Architect and Aquatic Design Firm.

A listing of the firm's and, specifically, the Lead Architect's and Aquatic Design Firm's recent waterpark projects completed within the past 10 years including the names, titles, addresses, and telephone numbers of the appropriate persons who the City may contact.

A listing of the firm's three (3) most recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons who the City may contact.

An organizational chart identifying key personnel, their specific project responsibilities, and their relationships/chain of command.

A listing of any subcontractors the Proposer intends to employ in execution of the project, including name, address, telephone number, and name of contact person. Discuss the proposed subcontractor's role and provide information on subcontractors' experience performing similar work. All subcontractors are subject to the approval of the City.

Work Plan and Design Schedule

Indicate how project schedules are prepared (including integration of design), cost estimates, cost control procedures, maintaining design excellence, and quality control. Explain which functions will be provided in-house and which will be contracted out and how they are integrated and included in the scope of the services proposed.

Time is of the essence on this project. A proposed timeline of activities to ensure completion shall be provided.

Conflict of Interest

Firms shall disclose any financial, business or other relationships with the City that may have an impact on the outcome of this contract or any resulting construction project. Firms shall also list current clients who may have a financial interest in the outcome of this contract.

References

Provide a minimum of three references for past aquatic and/or waterpark construction projects (completed within the past 10 years) managed exclusively by the firm's proposed Lead Architect for this project. References shall include: Project name and location, project size, year completed, name of client and contact information, and a brief summary of the completed project.

Fee Proposal

Provide a lump sum fee proposal and reimbursable expenses for the project.

A copy of the Proposer's hourly rate schedule and a written statement that says hourly rate schedule is part of the firm's proposal for use in performing extra work incurred that is not part of this RFP.

TERMS AND CONDITIONS

Contract Requirement

The successful Proposer shall enter into a Professional Services Agreement, if any, with the City. The Proposer to whom the contract is awarded shall execute a written agreement with the City within ten (10) calendar days after notice of the award has been sent by mail to the firm at the address given in the proposal. The agreement shall be made in the form adopted by the City. The Proposer warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all federal, State, County, City, ordinances, and regulations which are applicable.

Contract Term

The Professional Services Agreement will be valid until the services covered in the Scope of Work have been completed to the City's satisfaction. Fees proposed by the Proposer must be valid for the life of the agreement unless otherwise conditioned in the proposal.

Contract Assignment

The Proposer shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City.

Non-Discrimination

In the performance of the terms of the contract, the Proposer agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, or religion of such person(s).

Assignment of Personnel

The Proposer may not transfer, remove, or change the Lead Architect, Aquatic Design Firm, or sub-Firms without the prior, written consent of the City. An unauthorized change in personnel may result in the City's termination of the agreement.

Amendments to the RFP

The City reserves the right to modify this RFP at any time prior to the final proposal submittal deadline. Modifications or revisions to the RFP shall be issued only as a written amendment or addenda issued by the City. In the event the City modifies or revises the RFP, a copy of such changes will be issued to each recipient of the RFP.

Insurance and Indemnification

The selected Proposer shall submit a "Statement Certifying Insurance Coverage" certifying that the required general and professional liability insurance coverage will be obtained and that said coverage is prerequisite for entering into a Professional Services Agreement with the City. Failure to meet the City's insurance requirements shall result in disqualification.

The selected Proposer shall be required to hold harmless, indemnify and defend the City, its elected officials, employees, contractors serving as City officials, agents, and volunteers ("Indemnitees"), as to claims arising out of its performance of non-professional services, and to hold harmless and indemnify the Indemnitees as to claims arising out of the Proposer's professional services, except loss or liability caused by the City's sole negligence or willful conduct.

Withdrawal or Modification of Proposals

Proposals may be withdrawn or modified at any time prior to the date and time fixed for the opening, provided that a request in writing executed by the Proposer or his or her duly authorized representative for the withdrawal or modification of such proposal is filed with the City Clerk. The withdrawal or modification of a proposal shall not invalidate the right of a Proposer to file a new proposal prior to the time and date set for the filing deadline. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or modified.

Right to Reject All Proposals

The City reserves the right to reject any or all proposals submitted, and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise.

All costs incurred in the preparation of the proposal, the submission or additional information, and/or any aspect of the proposal prior to award of a written contract will be borne by the Proposer. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind that may be incurred by the Proposer. All proposals submitted to the City of Marshall are the property of the City.



ARTIST'S CONCEPTUAL RENDERING. ANY FINISHES, FEATURES, OR SPECIFICATIONS DEPICTED HERE MAY CHANGE AT THE DISCRETION OF 292 DESIGN GROUP WITHOUT NOTICE. THIS IMAGE MAY NOT ACCURATELY REFLECT FINAL CONSTRUCTION.

Marshall Aquatics Center Study

Marshall, Minnesota / July 2019

Prepared By
292DesignGroup

Executive Summary	1
Building Assessment	3
Building Program	10
Concept Plans	11
Cost Estimate	16

The consultant team for this study included:

- » 292 Design Group
- » Reengineered, Inc.
- » RJM Construction

EXECUTIVE SUMMARY

Existing Facility Assessment

The Marshall Aquatic Center has served the residents of Marshall and surrounding communities for more than 50 years—a long time for a community recreation facility. The current facility is showing its age and has numerous deficiencies in code compliance, operations, customer experience and maintenance costs. This report was undertaken to determine what is the most reasonable approach to providing the residents of Marshall with aquatic recreation opportunities.

292 Design Group and Re-Engineered have assessed the existing pools, deck area and building to determine their long-term viability to serve Marshall residents. Our review has indicated that all the components of the center need extensive improvement, repair, or modification to create an aquatic center that provides an enjoyable summer aquatic activity in a safe manner, and one that is accessible to all and efficient to operate.

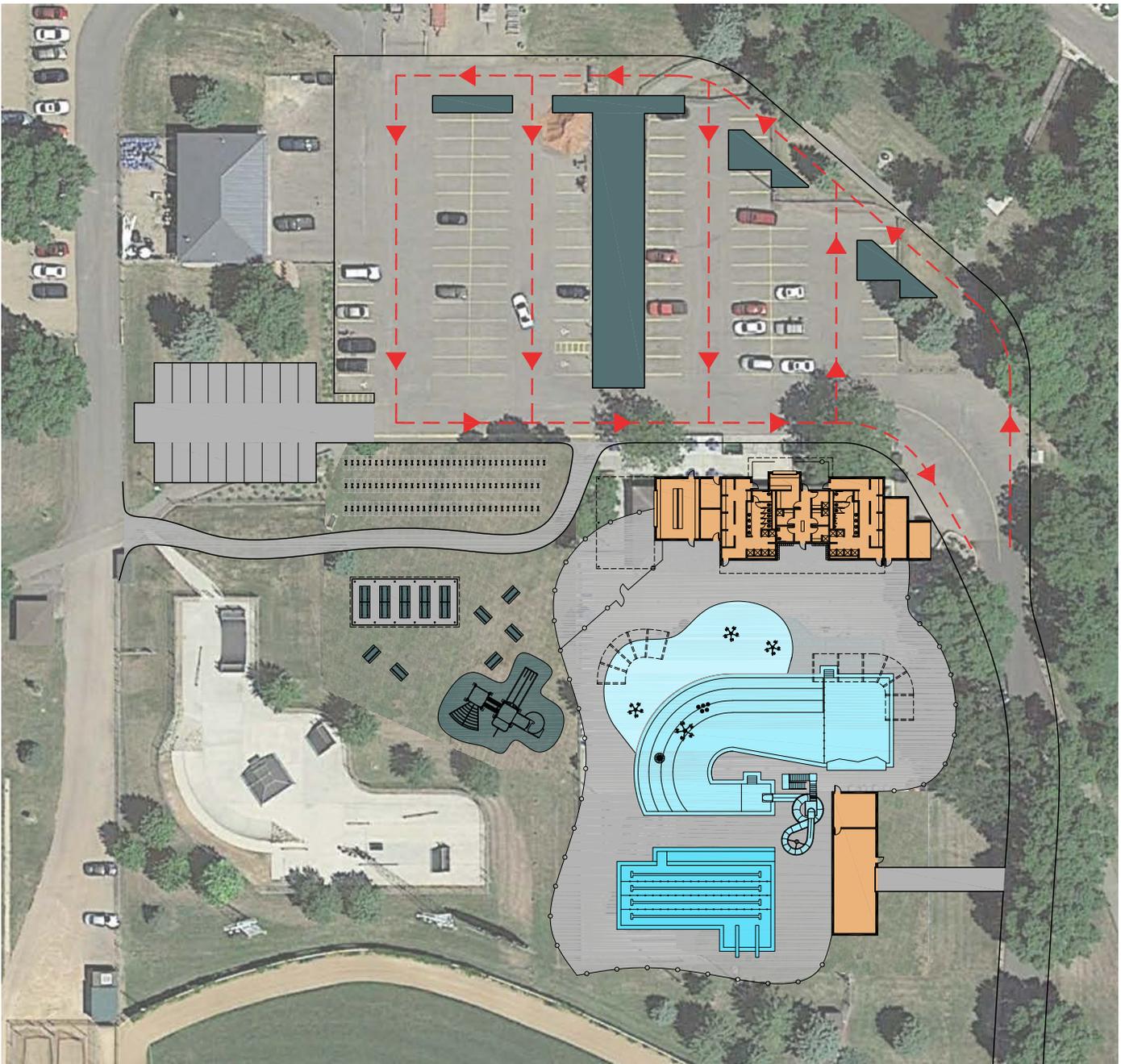


Diagram illustrating new aquatic facility and park improvements

Recommendations

This report recommends constructing a new aquatic center on the site of the existing facility. This report concludes that remodeling costs will be so high and will be so constrained that only replacement makes good economic sense. The city has gotten more than 50 years of use out of the existing aquatic center which is a good return on the original investment. It now makes the most economic sense to construct a new facility. We understand the hesitancy to demolish a facility that is still functioning, even at a sub-standard level. However, we feel that it would be inappropriate to invest more of the taxpayers' money into the existing facility.

The facility we recommend in this report provides the city with state-of-the-art municipal aquatic center that will be open to everyone, will provide a wide variety of activities for all ages, will be safe, and will add to the recreational opportunities for the residents of Marshall. The proposed aquatic center includes two pools and a splash pad, a bath house and new concessions.

POOLS

The proposed, new aquatic facility includes two pools. The first is a 4-lane, 75-foot long pool sized for regulation lap swimming and a 40'x40' foot diving well that can be used for a variety of water activities such as water volleyball and basketball, swimming lessons, diving, scuba diving, kayak lessons, life guard training, water aerobics, fitness swimming, and interactive play. Other features such as a water slide, climbing wall or floatable rafts are other options that could be exciting features of the pool.

The second pool, typically called a leisure pool, includes a variety of interactive features and, most importantly, a beach-like entrance (also called a zero-depth entry) and lots of shallow water to play in. This pool allows for a variety of play activities and is particularly great for young kids and families. Features that spray, dump or shower people with water are scattered about. A splash pad—a large play area with fountains and other interactive water features but without any standing water—would also be incorporated. This area is particularly safe for the youngest children.

BATH HOUSE

A new bath house, designed for today's users and providing greater functionality for staff, would include more comfortable changing areas, private showers, restrooms that are more accessible, and upgraded finishes (tile floors and walls etc.).

Staff spaces would be improved with more storage and break space for lifeguards. The check-in area would have ample space for large group to be processed efficiently. Lifeguards would have a space for their required breaks and sufficient ample storage for equipment.

A new concessions area would be included and would meet current health department standards. It would also provide staff an opportunity to expand the refreshment and food options with the potential increases in sales.

SITE

The existing site contains enough land area for a new aquatic center. Constructing the new aquatic center on the existing site takes advantage of the existing utility infrastructure and parking lot. A new aquatic center will require some improvements and modifications to the park including the parking lot, access drive and paths. These need to be studied in more depth should the project proceed to make sure the aquatic center is well integrated into the park and its other activities.

This report includes plans that outline the ideas expressed above and an estimated cost for implementing the work. Should the council elect to proceed, demolition of the existing facility and construction of the new facility would take approximately 12 months and would require closing the aquatic center for one season.

BUILDING ASSESSMENT

Overview

On March 13th, 2018, Mark Wentzell from 292 Design Group and Nick Nowacki of Re-engineered, accompanied by City of Marshall Parks and Recreation staff, toured the existing Marshall Aquatic Center. The tour initiated an assessment of the physical condition, operational efficiency, customer experience and code compliance of the aquatic center. The assessment provides guidance to the City of Marshall as to whether or not they should update and remodel or replace the existing pools, surrounding deck area and bath house building. The assessment is intended to help the City make prudent and appropriate decisions for the aquatic center.

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

Bath House and Concessions Building

Constructed in the 1960's the existing bath house and concessions building suffers from many conditions typical of a building more than 50 years old. It has numerous code compliance issues and many of the building components are inadequate, function poorly or are decayed beyond reasonable repair. The

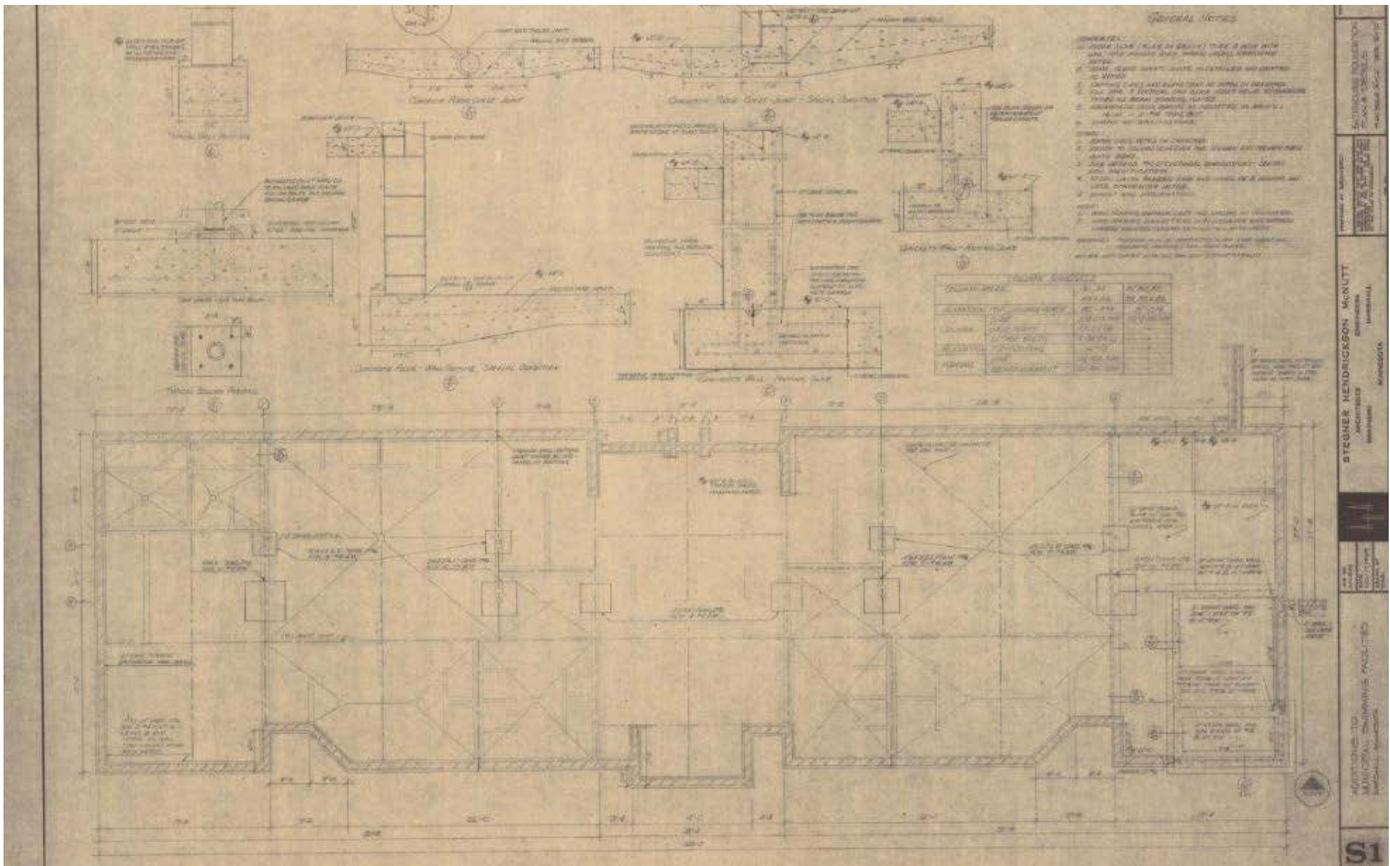
building also has numerous issues in how it serves the users and presents itself to the public. City staff have made a good effort to maintain the building over time and to make accommodation for the changing uses and expectation of the public, but its limitations are extensive.

ADA COMPLIANCE

Many areas of the building do not meet the American with Disabilities Act and building access is complicated by the height above grade.

- » A ramp to the west side makes the building accessible, but most visitors access the building via the stairs.
- » The entry check-in area and doorways into the changing rooms do not comply with required ADA clearances.
- » The check-in desk is too high.
- » Changing area are open and accessible, but shower and restroom facilities do not meet ADA standards for access to plumbing fixtures.
- » Clearances, grab bars, fixture size and type are all non-compliant.

Once out on the pool area, most of the deck area seems to comply, but the pools do not. Although there are lifts to assist a person with disabilities in entering the pool, current standards require a ramp into the lap and diving pool. The current



Original blueprints of the Marshall Aquatic Center

pools do not have that condition. The wading pool although compliant to the ADA regulations it does not have a ramped access.

Updating the existing pools and building to meet current ADA standards would be difficult and expensive. Because the building is largely constructed of concrete block, demolishing existing walls and constructing new ones is costly. The pool vessels need modification to comply, which would mean rebuilding part of the walls and floor, which is also costly.

Note: ADA compliance can be enforced at any time, and require reasonable accommodation for all building patrons. This is particularly concerning at the restrooms and shower areas.

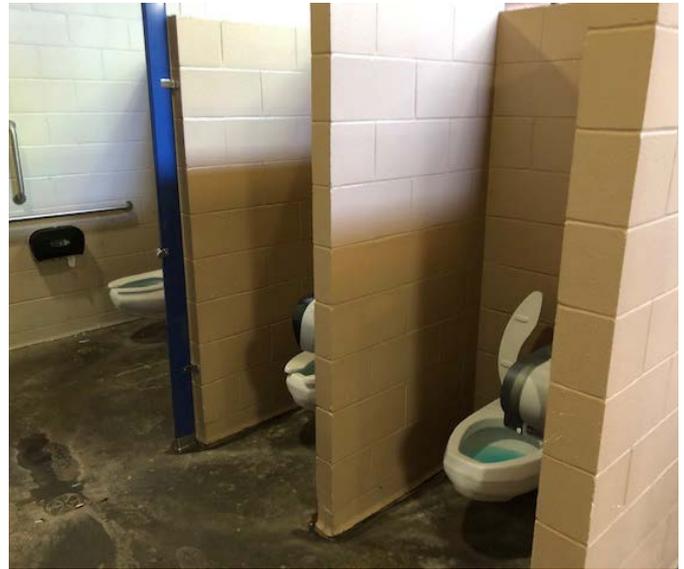
BUILDING CONDITION

The physical condition of the building structure is not bad considering its age. The basic outside walls and roof structure are in reasonable condition and only need routine maintenance into the near future. (A roof replacement is currently planned as the roof is in need of replacement.)

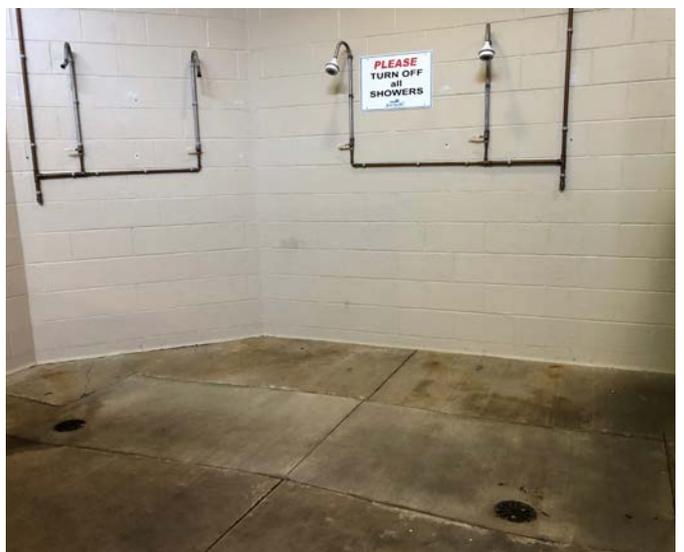
The wood clerestory windows are in poor condition and their design allows water to infiltrate, making it difficult to maintain them. If the building is to be maintained, these should be replaced, in addition to replacement of flashings and waterproofing in the roof. All the other openings – doors and windows – are also in poor condition and should be replaced. If replacement is done, correcting the ADA issues will be required which may mean some of the adjacent masonry walls would need to be altered.

The interior poses the greatest challenge to the building. Much of it is in poor and unattractive condition. Today's users of recreation facilities expect the facilities to have a high-quality, attractive finish and fit their expectations of a good recreational experience. The current facility does not meet that standard. The locker rooms and restroom facilities need extensive remodeling. Today's users also expect greater privacy in the changing and showering area. The existing building's changing, shower and toilet areas are wide open with little privacy screening. The changing areas should be divided into smaller bays for more privacy and showers should be the individual type rather than open. (There are some individual showers in the women's locker room, but they are small and makeshift.) The restroom areas need to be replaced, in total, with new ADA compliant fixtures and a more useful layout.

Remodeling locker rooms and rest rooms is costly. There is extensive plumbing work, expensive wall construction (tile, concrete masonry, etc.), tile floors and plaster ceilings. In addition, much of what is existing would need to be demolished, which is another expensive cost.



Existing toilet rooms that lacks privacy screening



Existing, open shower area

BUILDING ASSESSMENT

MECHANICAL AND ELECTRICAL SYSTEMS

The mechanical and electrical systems have deteriorated and in need of repair. Water line breaks are common and waste lines are failing. There is a significant problem of sewer gas entering the shower area of the building and staff have made a makeshift repair that needs replacement.

The staff has had to make many repairs to the plumbing systems and these repairs are exposed and add to the poor appearance of the building. Exhaust fans are old and inadequate and provide poor ventilation within spaces. Electrical systems are original. The main service panel is outdated and beyond its life expectancy and needs immediate replacement.

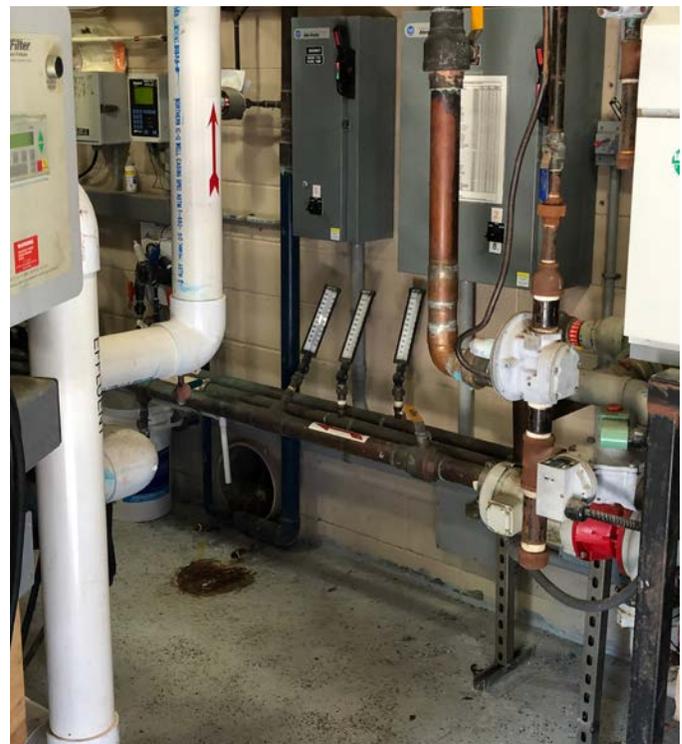
City staff should be complimented on the efforts they have made to keep the facility functioning, at low-cost, despite the many problems with the plumbing, ventilation and electrical systems. They have made extensive repairs to the existing systems to keep them functioning; many have been makeshift and are not long lasting. Once a building has required this many repairs, it indicates that replacement is the more prudent option.



Makeshift sewer gas repair in shower area



Outdated exhaust fan

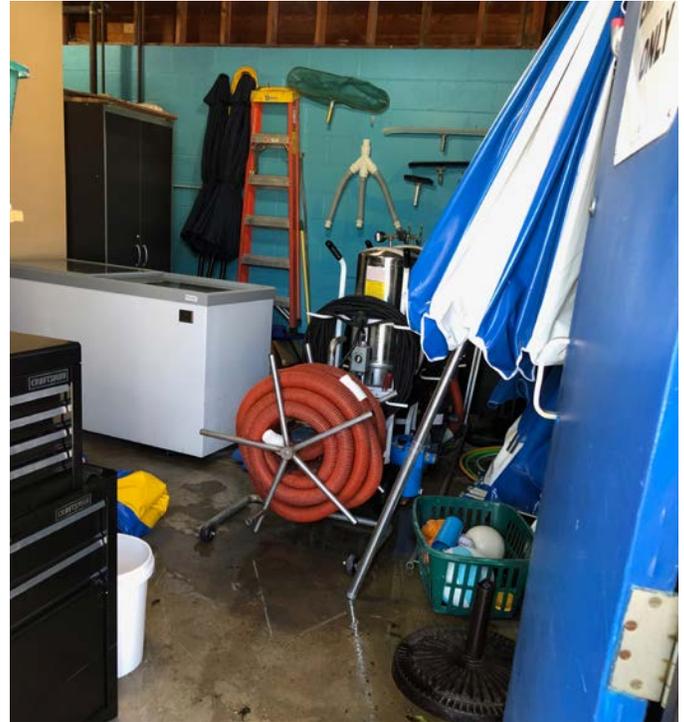


Existing service panels

BUILDING FUNCTIONALITY

The existing building does not meet the current recreational usage which creates difficulties for the staff in their day-to-day operations.

- » The check-in area does not function well for the number of visitors coming to the aquatic center. Being able to control access to the facility through this space is important and its current configuration makes that difficult. It is too small and queuing is difficult, as is control of access to the locker room and pools. Staff have tried to modify this area by adding doors and partial walls to make it function better, but the space is very limited. The height of the counter and the access through the doors does not meet ADA requirements.
- » Staff workspace is inadequate with little room for life-guards, program staff, and management staff in the office area. This area has largely become a storage area due to the lack of storage space.
- » The ability of the staff to take necessary breaks (away from the public) is limited. The only available space has continuous windows with a view to the pool area. Staff have tried to create more privacy with window screening.
- » Storage space is insufficient as well. Winter storage severely limited.



Storage space

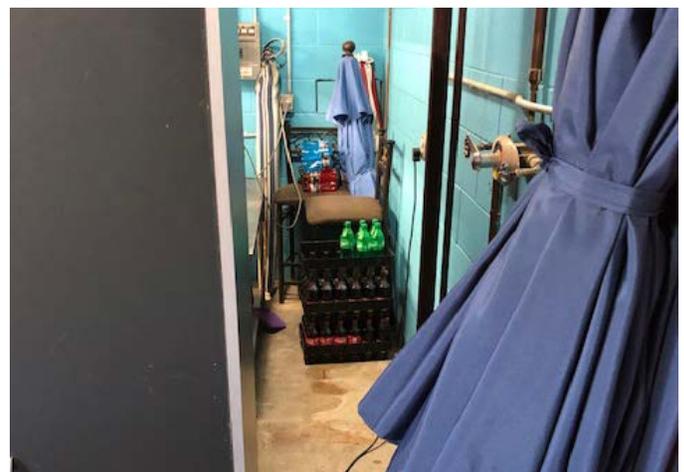
CONCESSIONS

The concessions area has numerous deficiencies. Most critical is that it does not meet Minnesota Department of Health requirements. Floor, wall and ceiling finishes do not comply. The sinks for hand washing, food prep and dish wash are inadequate. The layout is extremely inefficient which limits the ability to serve the customers and affects potential income from food and beverage sales. There are also significant issues regarding the plumbing, ventilation and electrical systems.

The current concessions stand passes annual inspections, largely because it has been grandfathered in to current requirements. Food service operations can continue operating under previous regulations for a long time. Should the city undertake any kind of improvements or changes in operations, that would typically require updates throughout the concessions area.



Storage in the office area



Concessions storage

BUILDING ASSESSMENT

Pool Assessment

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

We were not able to view conditions of the structures during our site visit as a result of snow cover, but based on discussions with city staff and the extreme amount of water loss it is apparent that structural failures or cracking have reoccurred since the 2008 repairs.

The pools have many problematic conditions. Tile is coming loose and missing in some areas, the concrete has separated from the gutters, there are numerous cracks throughout all the vessels, and caulking is failing. In general, the pools have outlived their expected life. Minnesota winters are hard on pools and 50 years is a long time frame.



POOL EQUIPMENT

The pool filtration and disinfectant equipment appears to be in fair condition. Much of it has been replaced; however, many pieces of equipment are nearing the end of their anticipated lifespan and planning should be made for their replacement or upgrade in the near future.

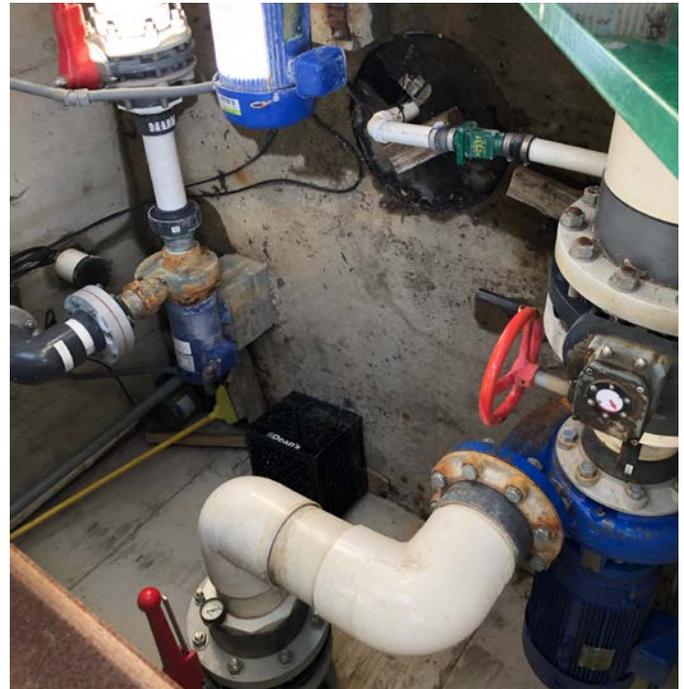
VESSEL AND EQUIPMENT RECOMMENDATION

Given the age, observation of structural failures, and verification of extreme leakage, it is our opinion that the pool vessel structures have exceeded their usable lifespan and need full replacement. It is also our opinion that vessel replacement should also include full replacement of all pool equipment—given the proximity to anticipated end of lifespan of the existing equipment and availability of new products and technology within the market.

CUSTOMER AND OPERATIONS

There are customer and operational issues with the pools as well. The small wading pool is severely outdated. Users have a major complaint about not having a sloping (zero-depth) entry into the pool. Young children have to step down into the 12-inch deep water or be helped by a parent.

Although there is a large amount of water area in the aquatic center, much of it does not fit current users' expectations. The two large pools are designed around lap swimming and diving. Visitors to aquatic parks expect a wider range of aquatic activities to participate in. The aquatic centers in Marshall's surrounding communities have more creative designs with a greater variety play features to entertain the customer. This creates an expectation that the current Marshall Aquatic Center does not meet.



BUILDING ASSESSMENT

Site Conditions

Access, traffic flow, and parking at the aquatic center have several conditions that should be addressed. The aquatic center, located within Legion Field Park, isn't visible from West College Drive, so signage is required to find the center. Access can be confusing to the first-time visitor. Within the park, the bicycle path crosses the drive near the aquatic center. This condition causes concern as children riding their bikes on the trail dart across the entry drive, often unaware of cars on the road. This situation should be addressed in any reconfiguring of the aquatic center and park. Another concern is that the main drive passes directly in front of the building entrance where there are conflicts between people walking across the drive from their parking space, or from people dropping off pas-

sengers (sometimes on the parking side of the entry drive) at the main entry. This study suggests a rerouting of traffic to a one-way system within the center's parking lot and entry drive to help alleviate this condition. There is a substantial need for bicycle parking within the site as well.

The existing aquatic center site appears to be adequate for any new aquatic center that the city proposes. A new center, properly configured, fits within the existing context. The new center should be integrated into the park and the other activities within the park including the skate park, new playground, picnic area, and ball field.



Aerial photograph of existing Marshall Aquatics Center

BUILDING PROGRAM

AQUATIC AREAS	
Leisure Pool	6,800 sf
<i>Zero depth entry , various play features, maximum depth 4'</i>	
Splash Pad	3,500 sf
<i>Wet play area with no standing water, Does not require life guarding</i>	
Lap Pool	3,500 sf
<i>4 lane, 25 yard pool with depths from 7'6" to 4'0" Diving from deck at deep end of pool only</i>	
Play Structures and Slides	
<i>Allowance for play structure, slides, climbing wall etc.</i>	
Total Aquatic Area	13,800 sf

DRY AREAS	
Leisure Pool Deck	8000 sf
<i>Includes seating area with shade structures</i>	
Splash Deck	2500 sf
Lap Pool Deck	4500 sf
Outdoor Concessions Seating	2500 sf
<i>Partially covered, separated from pool deck with low rail and gate to contain food and beverage</i>	
Walks	3000 sf
<i>Estimated area allowance</i>	
Total Deck Area	20,500 sf

BUILDING AREA	
Check in	160 sf
<i>12 foot desk with 2 check in stations</i>	
Mens Changing and Restroom	850 sf
<i>6 private showers, 2 toilets, 3 urinals, 5 sinks</i>	
Women's Changing and Restroom	850 sf
<i>6 private showers, 6 toilets, 6 sinks</i>	
Family Changing Rooms	470 sf
<i>4 changing rooms each with a shower and changing area</i>	
Single Occupancy Restroom	80 sf
Support Area	100 sf
<i>General work area behind check in</i>	
Lifeguard Room	150 sf
<i>Lockers for lifeguard staff, break space</i>	
Office	150 sf
<i>Work space for Aquatic director and assistant</i>	
Concessions Serving Area	320 sf
<i>16 foot serving counter - 4 stations</i>	
Concessions Prep and Storage Area	320 sf
Maintenance	380 sf
<i>Janitor utilities and storage</i>	
Trash Enclosure	160 sf
Subtotal	3,990 sf
Net to Gross Multiplier	599 sf
<i>15% for circulation/walls/utility area</i>	
Total Bath House & Concessions	4,589 sf
Pool Equipment	1400 sf
Mechanical/ Electrical/ Water Service	500 sf
Total Pool Mechanical Building	1,900 sf
Total Building Area	6,489 sf

PARK AREAS	
Playground	2100 sf
Picnic Area	8900 sf
<i>Include picnic shelter of 1,200sf?</i>	
Bike Parking	4500 sf
<i>200 bikes / asphalt.</i>	
Total Dry Play	15,500 sf

The aquatic center building program was developed with input from city staff and stakeholders. At the stakeholder meeting on March 13, 2019, participants expressed their desire for items such as increased opportunities for younger children, new amenities, an improved bath house, a concessions area in view of the pool area, a splash pad and more shade.

The building program includes aquatic elements that can accommodate a wide age range and program spaces (changing rooms, offices and concessions) that better serve patrons and staff.

CONCEPT PLANS

Site



Re-striped parking area and one-way, vehicle circulation path



Bath house including concessions, office and changing areas.



Splash pad with water play features and no standing water



Outdoor seating area for concessions, within view of aquatics area



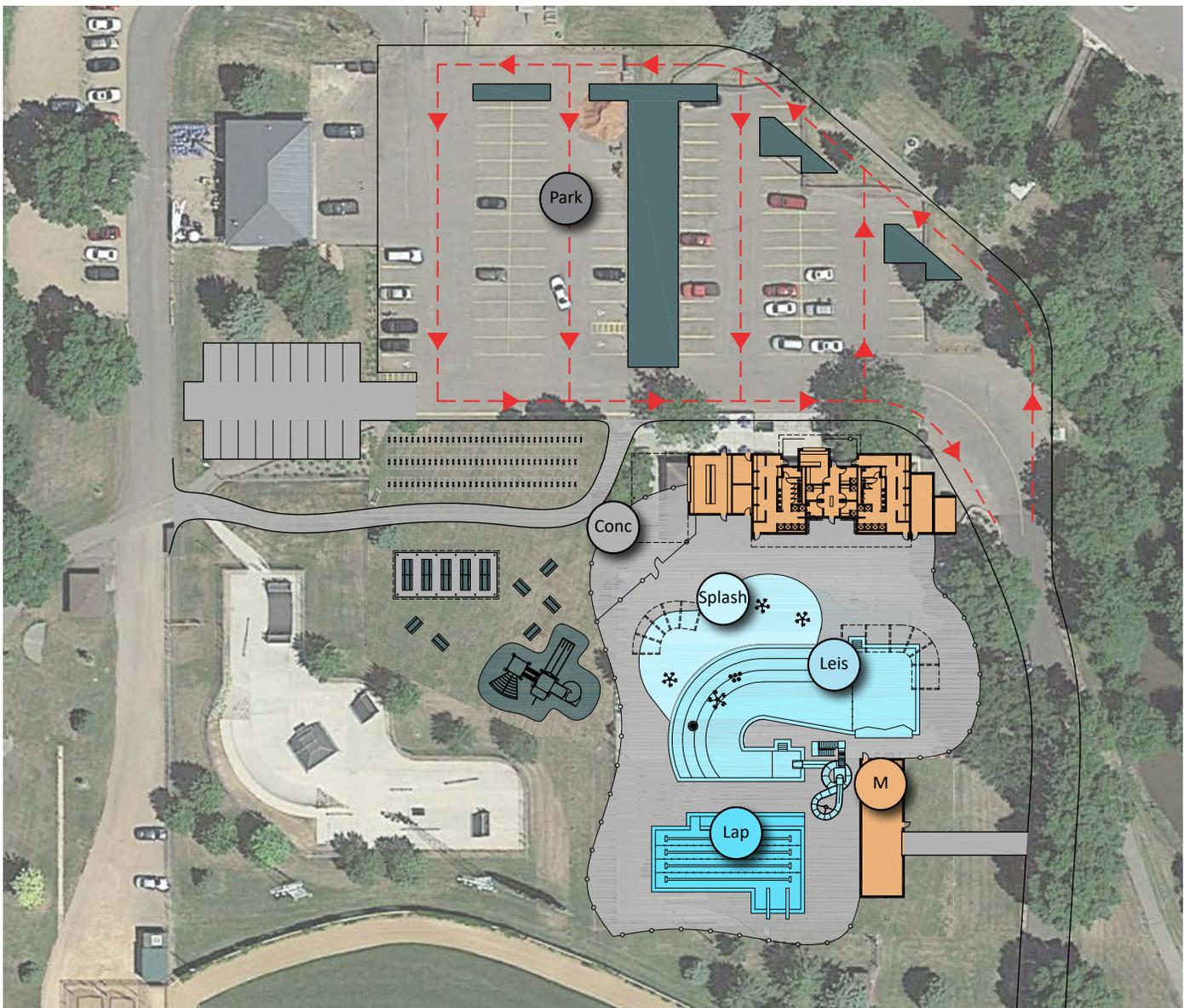
Pool equipment and mechanical space



Leisure pool with zero-depth beach entry, water play features, water slide and climbing wall



Lap pool (4-lanes) with diving well (3-meter and 1-meter boards)



Site plan of recommended aquatics center

Conc

The concessions area includes serving and storage space for an enhanced menu. It can service both aquatic center and park patrons and is adjacent to outdoor seating areas.

Off

The office area includes work space for the aquatic director and assistant.

LifeG

The life guard room includes space for lockers and staff breaks.

Check

The check-in area is expanded to accommodate large groups.

Maint

The maintenance area includes space for cleaning and pool supplies, access to utilities and general storage.

Trash

A trash enclosure is located near maintenance and accessible from an adjacent drive.

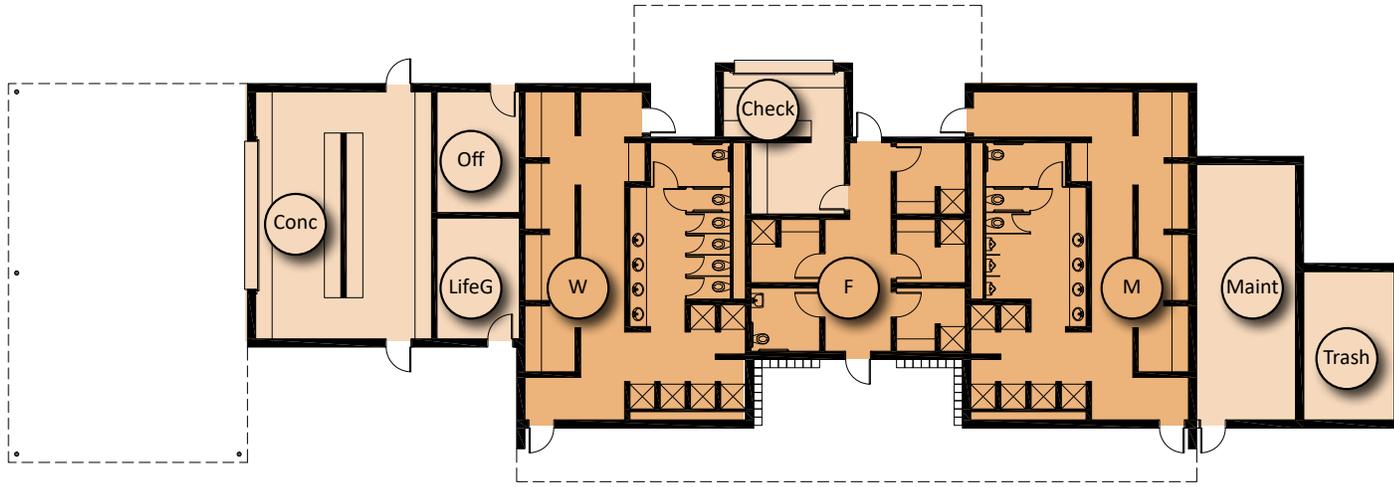
M

W

The changing rooms for women and men include semi-private changing areas, individual showers and toilets.

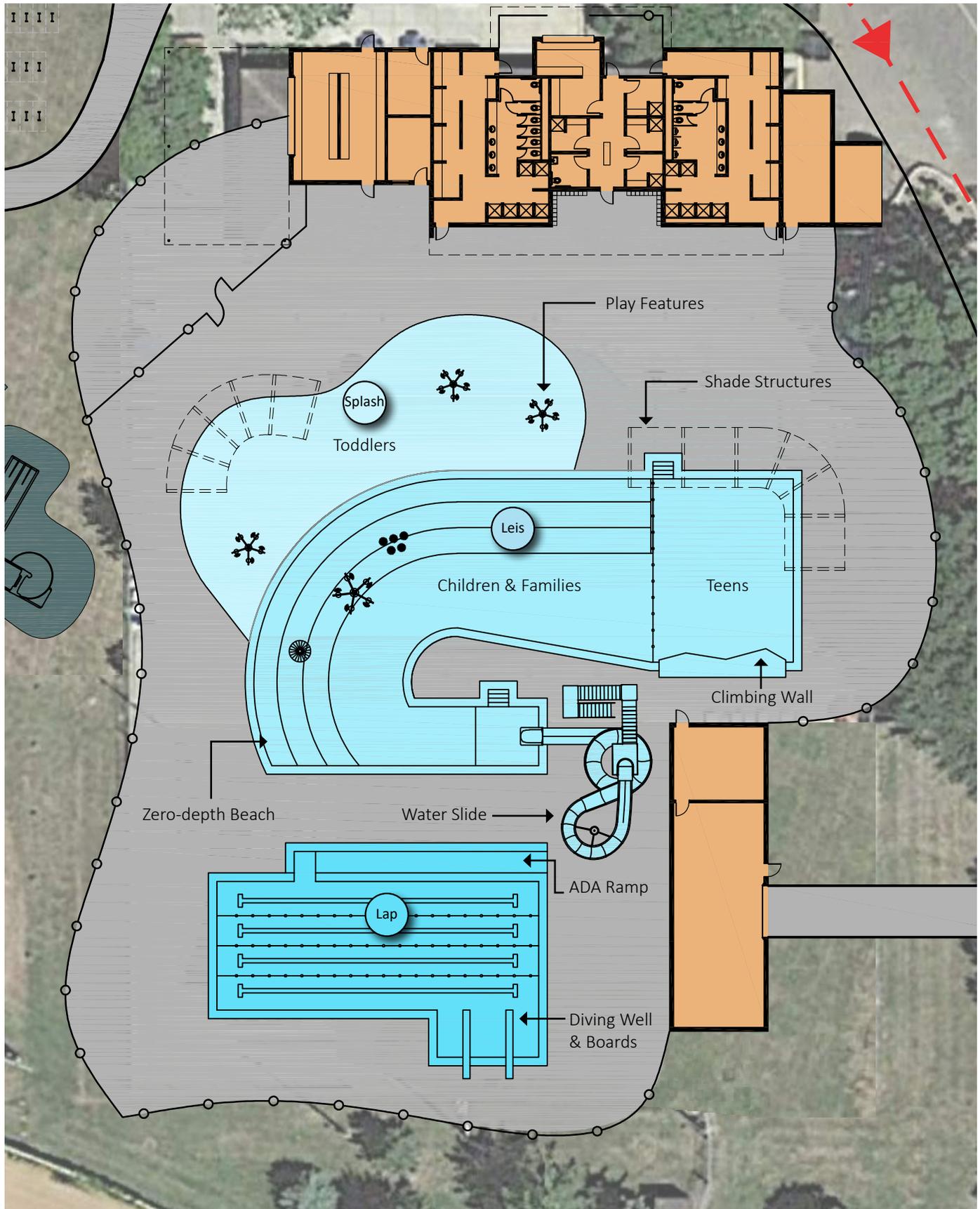
F

The family changing area includes individual changing rooms with showers, a common area with lockers, and toilet room.



CONCEPT PLANS

Pools



Splash

The splash pad is a dry area (no standing water) with shade structures and interactive play features that spray, dump or shoot water. The water is immediately drained from the surface. Splash pads are appropriate for all, including toddlers.



Leis

The leisure pool includes a zero-depth beach (a gradual deepening of the water) with interactive water features, shade structures, a slide and plunge pool, and a climbing wall. It includes areas for young children and families (zero-depth beach with play features) and teens (water slide and climbing wall).



Lap

The lap pool includes four, 75-yard long swimming lanes, a diving area with 1-meter and 3-meter diving boards, and an ADA ramp entry.



CONCEPT PLANS

Rendering

BH

Bath house including concessions, office and changing areas.

Splash

Splash pad with water play features and no standing water

M

Pool equipment and mechanical space

Leis

Leisure pool with zero-depth beach entry, water play features, water slide and climbing wall

Lap

Lap pool (4-lanes) with diving well (3-meter and 1-meter boards)



292DesignGroup

COST ESTIMATE

DEMOLITION AND SITE PREPARATION **\$175,000**
Includes demolition of existing pools, concrete deck slab, bath house and pool slide and other structures

AQUATIC AREAS **\$3,300,000**
Includes leisure pool, lap pool, splash pad, play structures and slides

DRY AREAS **\$256,250**
Includes concrete deck slab walks concessions seating area deck area and drainage system

SITE IMPROVEMENTS **\$225,000**
Landscaping, irrigation, and fencing (\$150,000)
Shade Structures (\$75,000)

BUILDING AREA **\$1,788,625**
Bath House and Concessions Building (\$1,388,625)
Pool Mechanical Building (\$400,000)

Project Totals **\$5,744,875**

CONTINGENCY **20%** **\$1,148,975**

SOFT COSTS **20%** **\$1,148,975**
FF&E, Architectural and Engineering Fees, Testing, Survey

TOTAL PROJECT COSTS **\$8,042,825**

A photograph of the Marshall Community Pool, featuring a large swimming pool with people swimming, a water slide, and tall light towers in the background under a cloudy sky.

Marshall Community Pool

PRESENTATION TO CITY COUNCIL
JANUARY 26, 2021

COMMUNITY DEVELOPMENT

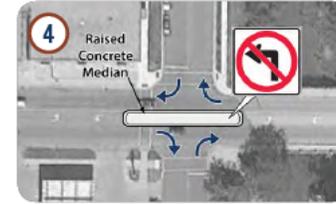


City Hall Renovation



SOUTHVIEW ELEMENTARY





1 Hwy 19/College Dr. at Country Club Dr.

A roundabout design will accommodate all types of traffic, including large trucks.

- A roundabout meets the community's priorities of:
- » Improving safety for people who walk, bike and drive
 - » Making it easier to get across town
 - » Reduces traffic delay
 - » Slows down traffic



Community feedback - construct roundabout
**Among those who expressed a preference, support for a roundabout was almost evenly split.*
**Please note information about how roundabouts accommodate all traffic, including trucks and how the intersection improves safety for people who walk were not communicated to the community when asking for their feedback on this intersection.*

2 Hwy 19/College Dr. at Marvin Schwan

- A right-in/right-out meets the community's priorities of:
- » Improving safety for people who walk, bike and drive
 - » Making it easier to get across town
 - » Reduces traffic delay
 - » Allows for longer turn lanes to be striped at Main St.



Community feedback - change to right-in/right-out
**Support for the right-in/right-out design was supported by the majority of those who expressed a preference.*

3 Hwy 19/College Dr. at Lyon St.

- Replacing the signal with stop signs on Lyon St. meets the community's priorities of:
- » Reduces traffic delay and improves traffic flow through both the Lyon St. and Main St. intersections
 - » Making it easier to get across town
- Bump-outs to shorten the distance pedestrians have to cross the road and a flashing pedestrian beacon are also included in the improvements recommended at Lyon St.



Community feedback - Remove traffic signal and place stop signs at Lyon St.
**Support for the recommended changes was almost evenly split among those who expressed a preference.*
**Please note that bump-outs and a flashing pedestrian beacon were not communicated to the community when asking for their feedback on this intersection as they were added later.*

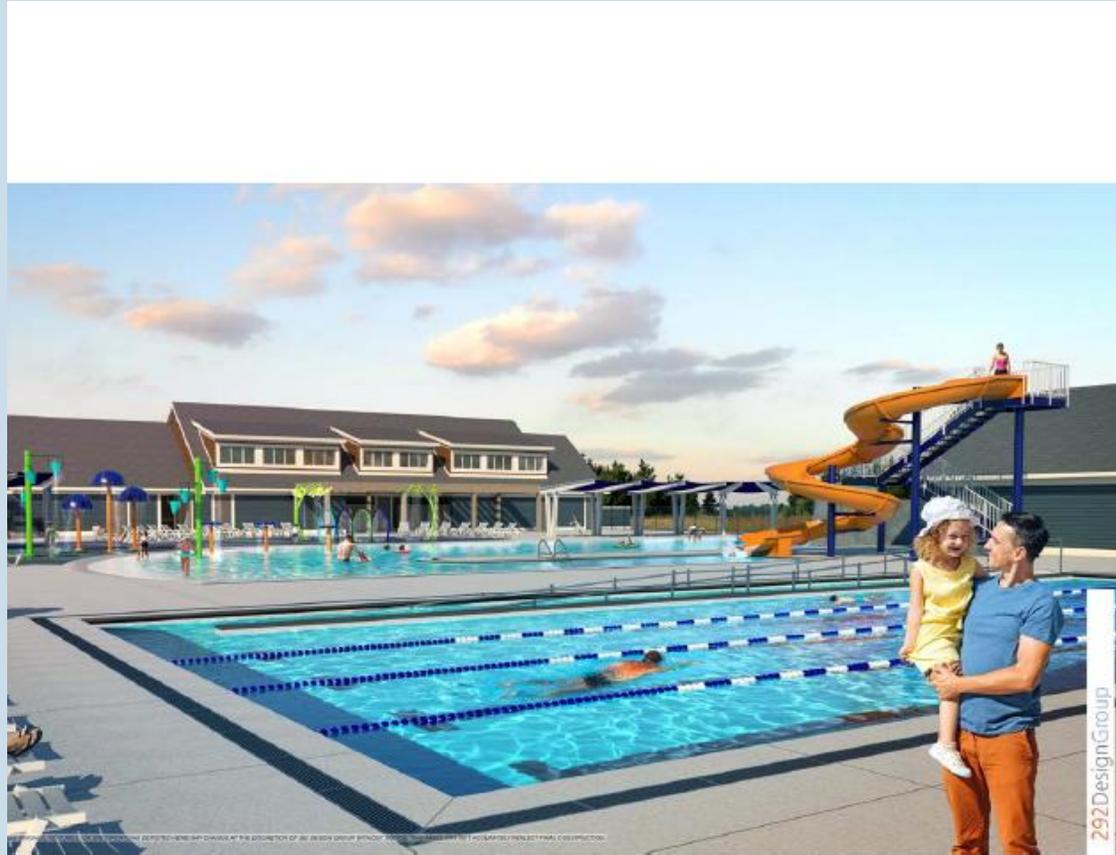
4 Hwy 19/College Dr. at Marshall St.

- A right-in/right-out meets the community's priorities of:
- » Improving safety for people who walk, bike and drive
 - » Making it easier to get across town
 - » Addresses the difficulty of seeing over the bridge railing when making a left turn onto Hwy 19/College Dr.



Community feedback - change to right-in/right-out
**Support for the right-in/right-out design was supported by the majority of those who expressed a preference.*

HWY 19/College Drive Reconstruction



Marshall Aquatics Center Study
Marshall, Minnesota / July 2019

Prepared By

Community Pool Project



Existing Facility



EXISTING FACILITY IN
POOR CONDITION



REPAIR IS NOT COST
EFFECTIVE



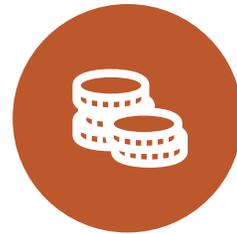
NEW FACILITY
RECOMMENDED AS
BEST VALUE



CONSTRUCT NEW ON
EXISTING SITE



NEW DESIGN CREATES
LEISURE, RECREATION &
FITNESS FOR ALL AGES



PROJECT COST OF \$8M

Summary

2019 COMMUNITY SURVEY

MARSHALL AQUATIC CENTER

39%

RESPONSE RATE
OCTOBER 2019

98%

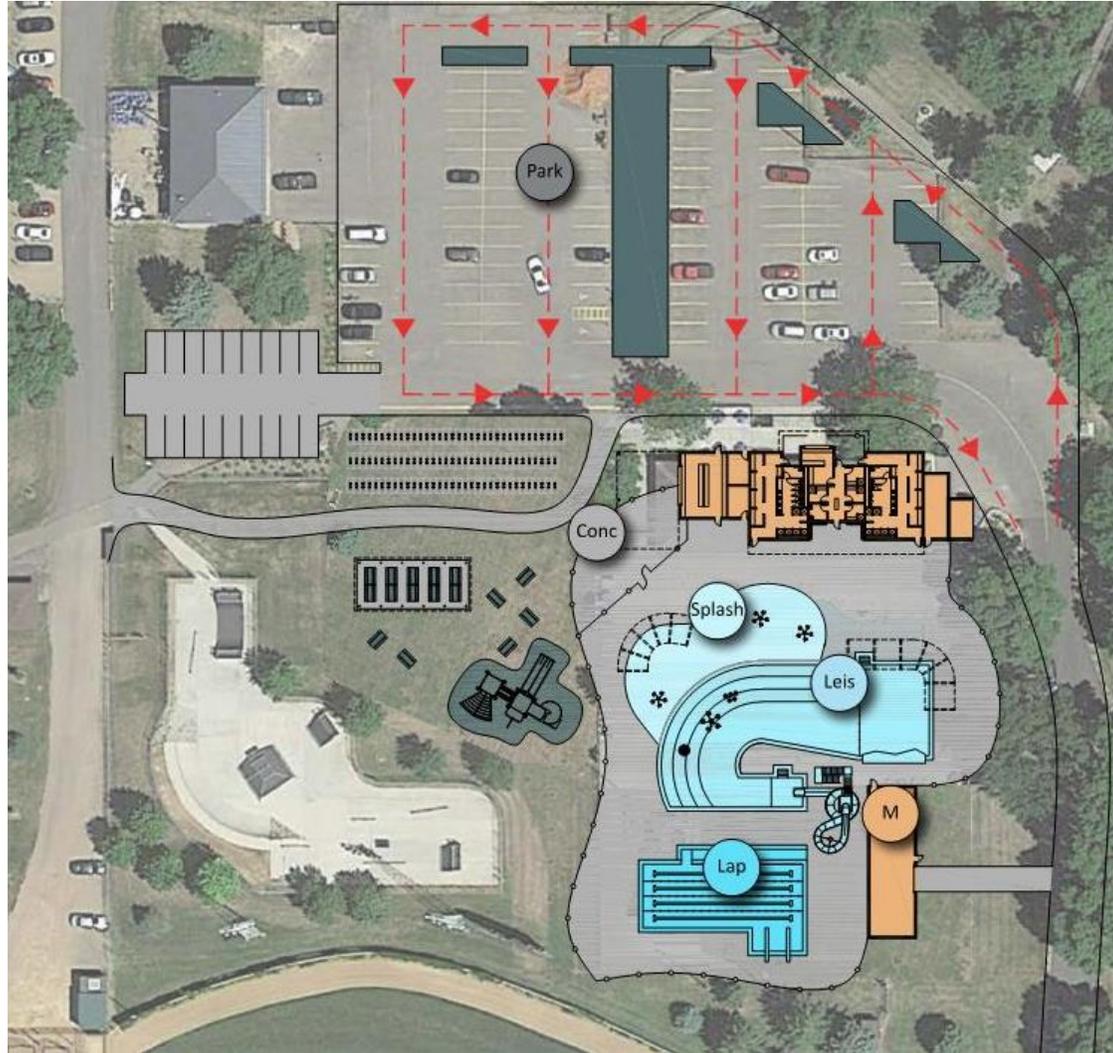
RESPONDENTS AGREED
THAT IT IS VALUABLE
TO THEIR FAMILY TO
HAVE AN AQUATIC
CENTER IN THE
COMMUNITY

86%

RESPONDENTS
INDICATED THEY WOULD
ACCESS A NEW FACILITY
AT LEAST ONCE A WEEK

HOUSEHOLDS
RESPONDING
INDICATED
HAVING 637
CHILDREN UNDER
THE AGE of 14

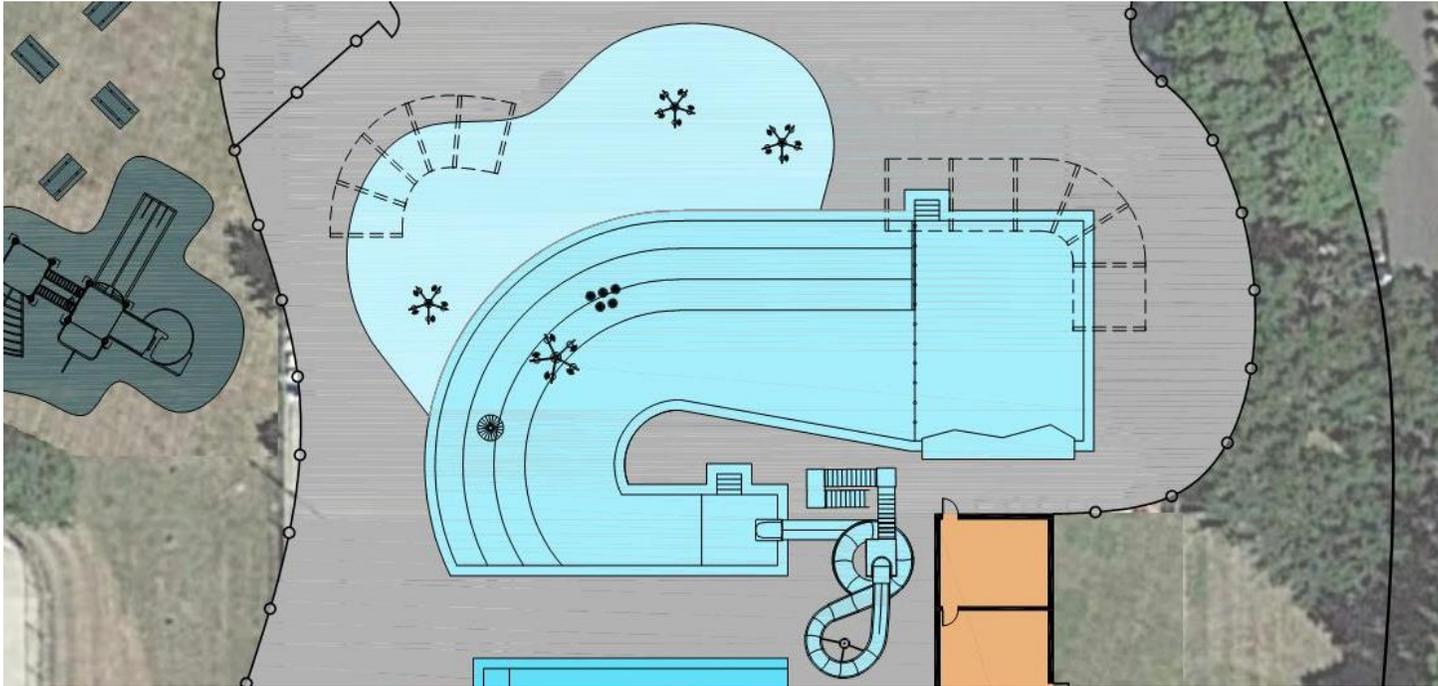
"SWIMMING IS A GREAT
EXERCISE FOR EVERYONE
REGARDLESS OF AGE. WE
REALLY NEED A MORE
INCLUSIVE FACILITY TO
NOT ONLY BENEFIT OUR
COMMUNITY, BUT THE
ENTIRE REGION."
Respondent Comment



Site Plan

Lap Pool





Leisure Pool



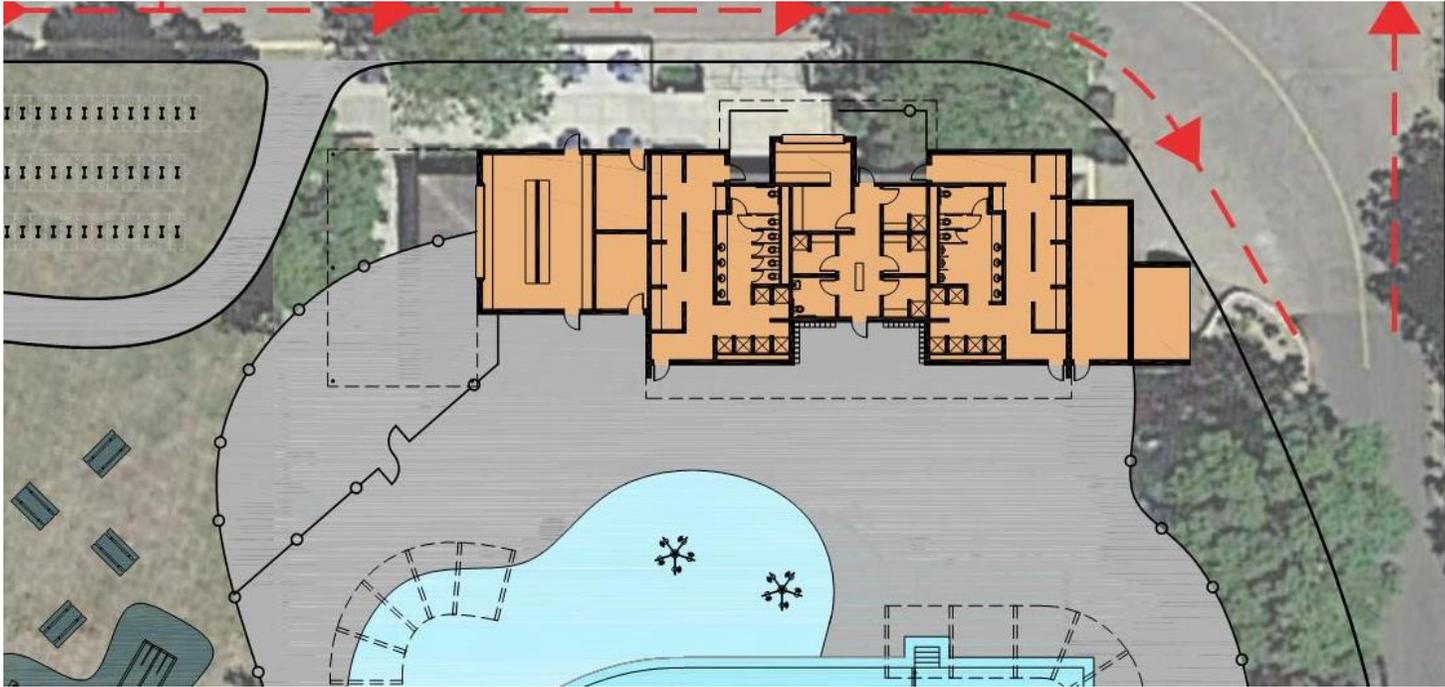
Leisure Pool

Splashpad



Item 19.





Bath House

DEMOLITION AND SITE PREPARATION **\$175,000**

Includes demolition of existing pools, concrete deck slab, bath house and pool slide and other structures

AQUATIC AREAS **\$3,300,000**

Includes leisure pool, lap pool, splash pad, play structures and slides

DRY AREAS **\$256,250**

Includes concrete deck slab walks concessions seating area deck area and drainage system

SITE IMPROVEMENTS **\$225,000**

Landscaping, irrigation, and fencing (\$150,000)
Shade Structures (\$75,000)

BUILDING AREA **\$1,788,625**

Bath House and Concessions Building (\$1,388,625)
Pool Mechanical Building (\$400,000)

Project Totals **\$5,744,875**

CONTINGENCY **20%** **\$1,148,975**

SOFT COSTS **20%** **\$1,148,975**

FF&E, Architectural and Engineering Fees, Testing, Survey

TOTAL PROJECT COSTS **\$8,042,825**

Cost Estimates



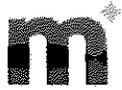
Item 19.

ARTIST'S CONCEPTUAL RENDERING. ANY FINISHES, FEATURES, OR SPECIFICATIONS DEPICTED HERE MAY CHANGE AT THE DISCRETION OF 292 DESIGN GROUP WITHOUT NOTICE. THIS IMAGE MAY NOT ACCURATELY REFLECT FINAL CONSTRUCTION.

CULTIVATING THE BEST IN 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</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p>Edblom – Planning Commission, Public Housing Commission</p> <p>DeCramer – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission</p> <p>Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p>Lozinski – Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

Meeting Date:	Tuesday, January 26, 2021
Category:	STAFF REPORTS
Type:	INFO
Subject:	TH 59 Project Update.
Background Information:	<p>MnDOT District 8 is planning to complete a concrete pavement rehabilitation and diamond grinding project along US 59/ Main Street from MN 23 to a point just north of Lyon County 6 where the pavement changes to a bituminous surface. The project will largely consist of surface grinding for the Marshall portion of the project, with more concrete panel replacement occurring on other segments of US 59.</p>  <p>The project is expected to begin in late July or early August and should last approximately 2 weeks in Marshall. The project will occur under traffic in Marshall city limits with one lane of traffic available in each direction. A detour will be in place for the two-lane highway portion of the project. The detour will follow Lyon County 6, to Lyon County 35/Saratoga Street, to MN 23. MnDOT has a project website up at the following web link: http://www.dot.state.mn.us/d8/projects/hwy59marshall/index.html .</p>
Fiscal Impact:	There is no Marshall cost participation. We may be paid a small amount for use of a local road as a MnDOT detour route. If this occurs, staff would expect the amount to be minimal—likely less than \$750.
Alternative/ Variations:	
Recommendation:	Information item only. If Council desires more information, staff can schedule a MnDOT representative to speak at an upcoming Council meeting.



MARSHALL

BUILDING PERMIT LIST
January 26, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
SUSSNER CONSTRUCTION, INC.	301 3RD ST N	EXTERIOR REMODEL	2,700.00
CITY OF MARSHALL	1642 COLLEGE DR W	WINDOWS / DOORS	20,000.00
LOUWAGIE, CHAD S & JANELLE M	805 VIKING DR	INTERIOR & EXTERIOR REMC	50,000.00
SUMMIT FIRE PROTECTION	1310 COLLEGE DR E	SPRINKLER	4,000.00
TUTT CONSTRUCTION, INC.	1403 PINEHURST RD	INTERIOR REMODEL	42,000.00
BOCK FAMILY TRUST, WALLACE & BECKY BOCK	421 4TH ST S	INTERIOR & EXTERIOR REMC	38,500.00

**Marshall Convention & Visitors Bureau
Profit & Loss Budget Performance
December 2020**

	Dec 20	Budget	Jan - Dec 20	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
Lodging Tax	14,232.38	15,000.00	129,106.19	180,000.00	180,000.00
Red Barron Contract	4,000.00	7,000.00	75,000.00	84,000.00	84,000.00
Red Baron Events					
Craft Beer Show	0.00	0.00	0.00	4,000.00	4,000.00
Gun Show	0.00	0.00	200.00	9,500.00	9,500.00
Other Events	0.00	500.00	1,997.00	2,000.00	2,000.00
Total Red Baron Events	0.00	500.00	2,197.00	15,500.00	15,500.00
CVB Events					
Haunted House	0.00	0.00	1,145.00	4,000.00	4,000.00
Traveling Trivia	0.00	100.00	650.00	1,200.00	1,200.00
Mega Trivia	0.00	0.00	0.00	500.00	500.00
Other Events	0.00	0.00	0.00	1,000.00	1,000.00
Total CVB Events	0.00	100.00	1,795.00	6,700.00	6,700.00
Publications					
Visitors Guide	0.00	3,000.00	412.50	3,000.00	3,000.00
Total Publications	0.00	3,000.00	412.50	3,000.00	3,000.00
Other Income	35.92	0.00	22,042.78	2,000.00	2,000.00
Total Income	18,268.30	25,600.00	230,553.47	291,200.00	291,200.00
Expense					
Admin Expenses					
Employee Wages	3,172.66	3,189.00	32,841.61	38,272.00	38,272.00
Director	4,041.66	4,685.00	40,985.11	56,220.00	56,220.00
Chamber Support Staff	500.00	700.00	7,800.00	8,400.00	8,400.00
Health Stipend	1,254.19	1,000.00	7,784.80	12,000.00	12,000.00
Payroll Taxes	551.88	700.00	6,343.80	8,400.00	8,400.00
IRA Contribution	0.00	120.00	198.94	1,042.24	1,042.24
Meals	0.00	50.00	32.11	600.00	600.00
Professional Development	0.00	100.00	0.00	1,200.00	1,200.00
Total Admin Expenses	9,520.39	10,544.00	95,986.37	126,134.24	126,134.24
Operating Expenses					
Office Supplies	0.00	50.00	291.89	600.00	600.00
Dues/Subscriptions	119.40	0.00	1,068.44	2,050.00	2,050.00
Conferences/Registrations	0.00	250.00	561.66	2,600.00	2,600.00
Travel/Mileage	0.00	100.00	100.40	1,200.00	1,200.00
Postage	60.50	50.00	347.26	600.00	600.00
Rent	700.00	700.00	8,400.00	8,400.00	8,400.00
Insurance	0.00	110.05	1,791.61	1,320.60	1,320.60
Computer/Technology	177.12	100.00	674.46	2,100.00	2,100.00
Bank Fees/Charges	7.00	15.00	157.00	180.00	180.00
Storage Unit	65.00	65.00	945.00	780.00	780.00
Professional Fees	83.20	245.00	1,898.40	2,940.00	2,940.00
Total Operating Expenses	1,212.22	1,685.05	16,236.12	22,770.60	22,770.60
Red Baron Events-E					
Gun Show	0.00	0.00	0.00	6,000.00	6,000.00

**Marshall Convention & Visitors Bureau
Profit & Loss Budget Performance
December 2020**

	Dec 20	Budget	Jan - Dec 20	YTD Budget	Annual Budget
Craft Beer Fair	0.00	0.00	0.00	2,000.00	2,000.00
Easter Egg Hunt	0.00	0.00	0.00	500.00	500.00
Other Events	0.00	250.00	2,063.41	2,250.00	2,250.00
Total Red Baron Events-E	0.00	250.00	2,063.41	10,750.00	10,750.00
CVB Events-E					
Traveling Trivia	0.00	100.00	625.26	1,200.00	1,200.00
Mega Trivia	0.00	0.00	0.00	500.00	500.00
Haunted Tower	0.00	0.00	1,358.15	2,500.00	2,500.00
Other Events	25.00	100.00	971.96	2,250.00	2,250.00
Total CVB Events-E	25.00	200.00	2,955.37	6,450.00	6,450.00
Marketing Expenses					
Website/Development	389.45	300.00	7,321.39	8,300.00	8,300.00
Community Support	7,648.50	500.00	10,413.50	10,000.00	10,000.00
Vistor Guide	0.00	3,000.00	0.00	3,000.00	3,000.00
Tear off Maps	0.00	0.00	0.00	700.00	700.00
Red Baron Traditional Advert	0.00	1,500.00	1,426.27	18,000.00	18,000.00
Red Baron Digital Adv	0.00	500.00	2,000.00	6,000.00	6,000.00
Digital Billboard	0.00	1,800.00	0.00	7,200.00	7,200.00
CVB Traditional Advertising					
Cares Act Advertising	0.00		15,215.00		
CVB Traditional Advertising - Other	64.50	2,000.00	8,382.39	24,000.00	24,000.00
Total CVB Traditional Advertising	64.50	2,000.00	23,597.39	24,000.00	24,000.00
CVB Digital Advertising	2,100.00	500.00	7,698.00	6,000.00	6,000.00
Promotional Items	0.00	100.00	470.00	2,600.00	2,600.00
Print Materials	204.00	200.00	834.00	2,400.00	2,400.00
Marketing Expenses - Other	3,400.00		3,400.00		
Total Marketing Expenses	13,806.45	10,400.00	57,160.55	88,200.00	88,200.00
Improvement Projects	0.00	500.00	0.00	6,000.00	6,000.00
Miscellaneous	0.00	200.00	0.00	2,400.00	2,400.00
Total Expense	24,564.06	23,779.05	174,401.82	262,704.84	262,704.84
Net Ordinary Income	-6,295.76	1,820.95	56,151.65	28,495.16	28,495.16
Net Income	-6,295.76	1,820.95	56,151.65	28,495.16	28,495.16

**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
JANUARY 20, 2021**

MEMBERS PRESENT: Schroeder, Carstens, Lee and Knieff

MEMBERS ABSENT: Fox

OTHERS PRESENT: Glenn Bayerkohler, Jason Anderson and Ilya Gutman

1. The meeting was called to order by Vice Chair Carstens.
2. Vice Chair Carstens asked for nominations for Chairperson. Schroeder nominated Carstens for Chairperson, seconded by Lee. ALL VOTED IN FAVOR. Chairperson asked for nominations for Vice Chair. Schroeder nominated Lee for Vice Chair, seconded by Carstens. ALL VOTED IN FAVOR.
3. Chairperson asked for the approval of the minutes of the December 9, 2020, regular meeting of the Marshall Planning Commission. Schroeder MADE A MOTION, SECOND BY Lee, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.
4. Gutman explained Monte Buntjer, the owner, desires to use a shipping container as a permanent storage next to his building at 516A East Main Street. The Ordinance prohibits using shipping containers as accessory buildings (Sec. 86-163 (10) or permanent storages (Sec. 86-248 (f)). To grant a variance, City Ordinance and State Statutes require the presence of practical difficulties. The term "practical difficulties," as used in connection with granting a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance, the plight of the landowner is due to circumstances unique (usually something related to physical characteristics of the property not allowing to comply with the Ordinance) to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. The State Statutes essentially forbid granting variances if those conditions are not met. The Findings of Fact, based on the League of Minnesota Cities template, is attached to this memo, and explains each item listed above in detail. Shipping containers do not meet building codes and do not fit into typical city environment, which may lead to reduction in surrounding properties' values. Based on the above information, staff does not believe that there are any practical difficulties in this case and therefore recommends that the variance be denied. It is the opinion of City Staff that allowing this variance will set a precedent for the entire City. City Staff recommend denial to the City Council of the request by Monte Buntjer for a Variance Adjustment Permit to allow a 40-foot storage container as permanent storage. Monte Buntjer, owner, said with his discussion with the City he realized that he would need a variance to have a shipping pod as permanent storage, so he was trying to do everything right. He said he had talked to the Deluxe Motel and they do not have a problem with him having a shipping pod. Buntjer also added that driving around town he had seen a lot of shipping containers and semi-trailers that are being used as permanent storage. So, he assumes those all have a variance and therefore his should also be granted. Gutman stated that he appreciates that Monte came to the City. However, at this time there are no variances for shipping containers to be used as permanent storage, but the City does not go around and look for them; it is enforced on complaint bases. Knieff asked if anyone will see it? Bunter said no. Lee explained that when she looked the way back of school at the gravel parking, one could possibly see the shipping pod and maybe you will be able to see it from the new

--UNAPPROVED --

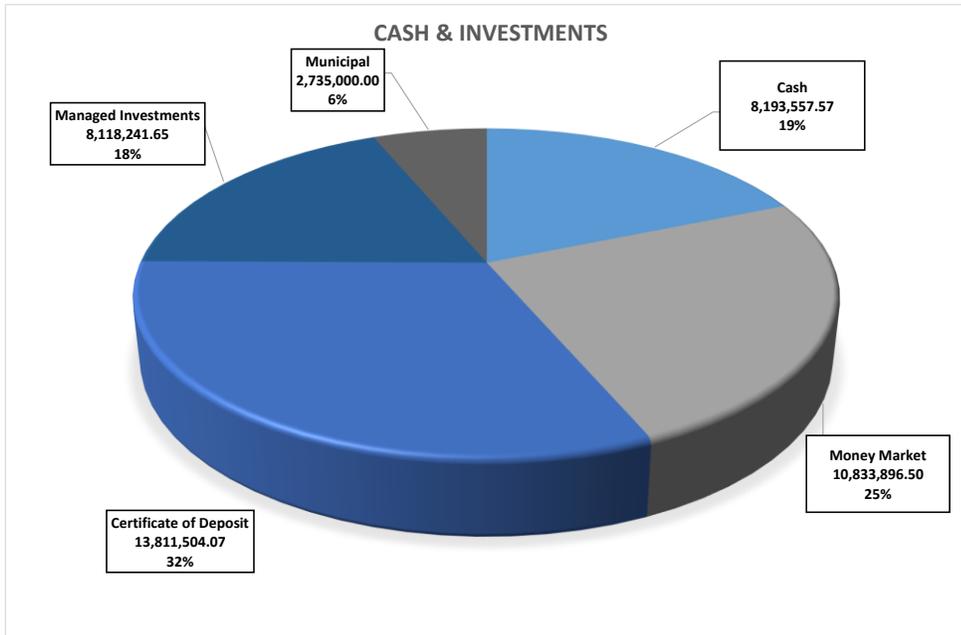
school. Knieff MADE A MOTION, SECOND BY Schroeder to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Schroeder explained that to be honest she does not like the look of shipping pods. In Buntjer's case you won't see it, but she has seen some around that are eye sores. Knieff MADE A MOTION, SECOND BY Lee to recommend to City Council to approve the shipping pod as a permanent storage container since there are already several around town that are a lot more of an eye sore than this one. ALL VOTED IN FAVOR OF THE MOTION.

5. Gutman said in other business we are waiting for a proposal for the comp plan. We will form a proposal review committee and there will be 7 or 8 people on it and we are thinking one should be from the Planning Commission. We were thinking Schroeder may be a good fit as she has some planning background. Anderson suggested the Planning Commission can recommend someone, and we will bring it to the City Council. Lee nominates Schroeder seconded by Carstens. Schroeder accepts the nomination. ALL VOTED IN FAVOR.
6. A MOTION WAS MADE BY Schroeder, SECOND BY Lee to adjourn the meeting. ALL VOTED IN FAVOR. Chairman Carstens declared the meeting adjourned.

Respectfully submitted,
Chris DeVos, Recording Secretary

City of Marshall, Minnesota
Cash & Investments
12/31/2020

	Par	Rate
CASH & INVESTMENTS:		
Checking -Bremer	8,193,557.57	0.00%
Money Market - Bremer	6,011,695.00	0.02%
Money Market - Bank of the West	3,379,536.57	0.25%
Money Market - US Bank	1,170,687.98	0.04%
Money Market - Wells Fargo	271,976.95	0.01%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (12/2/2020) 3 months	5,000,000.00	0.20%
Certificate of Deposit (3/2/2021) 6 months	3,000,000.00	0.45%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (9/12/2022) 3 Years	245,000.00	1.80%
Certificate of Deposit (3/14/2022) 2 Years 6 months	245,000.00	1.70%
Certificate of Deposit (9/20/2021) 2 Years	245,000.00	1.70%
Certificate of Deposit (9/13/2021) 2 Years	245,000.00	1.80%
Certificate of Deposit (3/18/2021) 18 Months	245,000.00	1.75%
Investment Portfolio - General Fund	2,752,290.37	
Investment Portfolio - Wastewater Capital Reserve	3,284,910.19	
Investment Portfolio - Endowment Fund	2,081,041.09	
Municipal	245,000.00	
Municipal	330,000.00	0.14%
Municipal	325,000.00	0.24%
Municipal	110,000.00	0.45%
Municipal	140,000.00	0.24%
Municipal	275,000.00	0.20%
Municipal	545,000.00	0.18%
Municipal	100,000.00	0.13%
Municipal	100,000.00	0.15%
Municipal	115,000.00	0.14%
Municipal	250,000.00	0.10%
Municipal	100,000.00	0.10%
Municipal	100,000.00	0.12%
TOTAL CASH & INVESTMENTS	<u>43,692,199.79</u>	





Marshall, MN

Council Check Report

By Vendor Name

Date Range: 01/11/2021 - 01/14/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	01/13/2021	EFT	0.00	435.06	5904
4570	AMAZON	01/12/2021	Regular	0.00	537.58	118078
6233	ARSL	01/12/2021	Regular	0.00	100.00	118081
4601	BALATON PRESS TRIBUNE	01/12/2021	Regular	0.00	39.60	118082
0707	BISBEE PLUMBING AND HEATING INC	01/12/2021	Regular	0.00	327.22	118083
6446	BOOKBROWSE LLC	01/13/2021	EFT	0.00	630.00	5905
6539	BREMER BANK CC	01/12/2021	Regular	0.00	321.39	118084
0875	COMPUTER MAN INC	01/13/2021	EFT	0.00	7,099.00	5906
5291	ENVISIONWARE, INC	01/13/2021	EFT	0.00	313.16	5907
4552	INGRAM LIBRARY SERVICES	01/12/2021	Regular	0.00	4,177.66	118085
1545	LYON COUNTY HIGHWAY DEPARTMENT	01/12/2021	Regular	0.00	22.73	118087
1633	MARSHALL MUNICIPAL UTILITIES	01/13/2021	EFT	0.00	2,771.54	5908
4980	MENARDS INC	01/12/2021	Regular	0.00	258.73	118088
5925	MIDWEST TAPE	01/12/2021	Regular	0.00	3,571.07	118089
3597	PAAPE DISTRIBUTING CO	01/13/2021	EFT	0.00	291.00	5909
6234	PERMA-BOUND	01/12/2021	Regular	0.00	10.22	118090
6312	ROSELAND, MARY	01/12/2021	Regular	0.00	14.95	118091
6708	SENIOR PERSPECTIVE, LLC	01/12/2021	Regular	0.00	86.70	118092
2318	SOUTHWEST SANITATION INC.	01/13/2021	EFT	0.00	74.42	5910
4722	TRACSYSTEMS, INC.	01/13/2021	EFT	0.00	2,821.20	5911
5733	VAST BROADBAND	01/12/2021	Regular	0.00	86.12	118093
4489	VERIZON WIRELESS	01/13/2021	EFT	0.00	59.50	5912

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	13	0.00	9,553.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	9	9	0.00	14,494.88
	51	22	0.00	24,048.85

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	42	13	0.00	9,553.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	9	9	0.00	14,494.88
	51	22	0.00	24,048.85

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	1/2021	24,048.85
			24,048.85

Upcoming Meetings

January

- 01/22 Regular Meeting, 5:30 PM, MERIT Center
-

February

- 02/09 Regular Meeting, 5:30 PM, MERIT Center
 - 08/23 Regular Meeting, 5:30 PM, MERIT Center
-

March

- 03/09 Regular Meeting, 5:30 PM, MERIT Center
- 03/23 Regular Meeting, 5:30 PM, MERIT Center

2021 Regular Council Meeting Dates

2nd and 4th Tuesday of each month

5:30 P.M.

Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 Erie Road

NOTICE: Pursuant to Minnesota State Statute 13D.021

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

January

1. January 12, 2021
2. January 26, 2021

February

1. February 09, 2021
2. February 23, 2021

March

1. March 09, 2021
2. March 23, 2021

April

1. April 13, 2021
2. April 27, 2021

May

1. May 11, 2021
2. May 25, 2021

June

1. June 08, 2021
2. June 22, 2021

July

1. July 13, 2021
2. July 27, 2021

August

1. August 10, 2021
2. August 24, 2021

September

1. September 14, 2021
2. September 28, 2021

October

1. October 12, 2021
2. October 26, 2021

November

1. November 09, 2021
2. November 23, 2021

December

1. December 14, 2021
2. December 28, 2021

2021 Uniform Election Dates

- February 09, 2021
- April 13, 2021
- May 11, 2021
- August 10, 2021
- November 2, 2021

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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