



CITY OF MARSHALL
City Council Meeting
Agenda
Tuesday, July 26, 2022 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

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

PUBLIC HEARING

2. Annexation of N. 7th Street Property. Owned by Western Minnesota Municipal Power Agency. 80.52 Acres
3. Surface Water Management Ordinance Amendment – Chapter 30, Article II, Section 30-43 and Section 30-45 of the City Code of Ordinances – 1) Public Hearing; 2) Adoption of Ordinance

AWARD OF BIDS

APPROVAL OF ITEMS PULLED FROM CONSENT

CONSENT AGENDA

4. Floodplain Management Ordinance Amendment – Chapter 38, Article II, Section 38-21 to Section 38-34 of the City Code of Ordinances – Introduce Ordinance and Call for Public Hearing
5. Project ST-008: Channel Parkway Pavement Replacement Project - Consider Authorization to Advertise for Bids
6. Consider approval for a Transient Merchant License for Country Fresh Farms
7. Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for the Convention and Visitors Bureau
8. Consider approval for a LG230 Application to Conduct Off-Site Gambling for the American Legion
9. Consider Amended Resolution Approving the Final Plat of CDI Addition
10. Consider approval of the bills/project payments

OLD BUSINESS

TABLED ITEM

NEW BUSINESS

11. Presentation of Shades of Past Car Club Donation to Terrace 1872
12. Request for a Variance Adjustment Permit at 905 West Main Street
13. Consider approval of labor agreements between the City of Marshall and AFSCME, Council No. 65
14. Tall Grass Liquor Annual Report
15. Consider approval of the Fire Department's amended organizational structure and wage schedule
16. Project ST-009: W. Lyon Street/N. 3rd Street Reconstruction Project - Consider Acceptance of Proposal for Consultant Services for Design of Street Reconstruction Project
17. Project SWM-007: Independence Park Pond Forebay Expansion Project - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request No. 4
18. Project Z83: James Avenue Reconstruction Project - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request No. 5
19. Project Z87: Diversion Channel Slope Repair and Sheet Piling Removal Project - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 1
20. Consider adoption of the ordinance amending salaries and compensation of mayor and councilpersons

COUNCIL REPORTS

21. Commission/Board Liaison Reports
22. Councilmember Individual Items

STAFF REPORTS

23. City Administrator

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- 24. Director of Public Works/City Engineer
- 25. City Attorney

ADMINISTRATIVE REPORTS

INFORMATION ONLY

- [26.](#) Library June 2022 Meeting Minutes
- [27.](#) Public Housing July 2022 Meeting Minutes
- [28.](#) Planning Commission July 2022 Meeting Minutes
- [29.](#) Cash and Investments
- [30.](#) Building Permits
- [31.](#) Upcoming Meetings

ADJOURN TO CLOSED SESSION

MEETINGS

ADJOURN

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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 26, 2022
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from the regular meeting held on July 12, 2022.
Background Information:	Enclosed are the minutes from the regular meeting held on July 12, 2022.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the regular meeting held on July 12, 2022 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, July 12, 2022**

The regular meeting of the Common Council of the City of Marshall was held July 12, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Russ Labat, and John DeCramer. Absent: James Lozinski. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; and City Clerk Steven Anderson.

The Pledge of Allegiance was recited at this time.

Mayor Byrnes requested to add a new item as the first item of new business, Emergency Ordinance: Moratorium Sale of Hemp Derived THC Food and Beverages. Consent was given by the Council.

Consider approval of the minutes from the work session and regular meeting held on June 28, 2022.

Motion made by Councilmember Schafer, seconded by Councilmember Meister that the minutes from the work session and regular meeting held on June 28, 2022, be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0.**

Award of Bids Project ST-024: Baldwin Parking Lot Reconstruction Lot Project - 1) Consider Development Agreement between Qwest Corporation (CenturyLink) and the City of Marshall; 2) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax Exempt Bonds; 3) Resolution Accepting Bid (Awarding Contract).

Public Works Director Anderson presented information on reconstruction of the Baldwin Parking Lot located behind City Hall. The Baldwin Lot was originally slated to be reconstructed in 2023 but new information regarding the Addison Lot adjacent to the movie theatre caused the Baldwin Lot project to move up to 2022 instead. The City of Marshall and Qwest Corporation (CenturyLink) have had a beneficial agreement in place since 1993 to allow the City of Marshall to access their parking lot. Three bids were received for Project ST-024 with R&G Construction being the lowest bid at \$159,515.77. All three bids came in under the engineer's estimate of \$184,853.00.

Attorney Dennis Simpson offered a concern from absent councilmember Lozinski regarding the 1993 access agreement. The agreement was presented to the Public Improvement and Transportation Committee with recommendation of approval of the development agreement. Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve the development agreement between Quest Corporation (CenturyLink) and the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer. Voting Nay: Councilmember Labat. The motion **Carried. 4-1.**

Motion made by Councilmember Schafer, seconded by Councilmember Meister to adopt Resolution 22-065 declaring official intent regarding the reimbursement of expenditures with the proceeds of tax-exempt bonds.

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Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 5-0.**

Motion made by Councilmember Meister, seconded by Councilmember Schafer to approve Resolution 22-066 accepting bid from R&G Construction. For Project ST-024: Baldwin Parking Lot Reconstruction. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 5-0.**

Consider Approval of the Consent Agenda

Motion made by Councilmember Schafer, seconded by Councilmember Meister, to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 5-0.**

- Consider approval of the bills/project payments for Date Range: 07/01/22 – 07/08/22

Emergency Ordinance: Moratorium on the Sale of Hemp Derived THC Food and Beverages

Mayor Byrnes introduced the emergency ordinance to the City Council. An emergency ordinance shall be adopted by a vote of at least five (5) members of the Council and will not take effect until twenty-four (24) hours has passed after the ordinance has been filed with the City Clerk and has been published in the official newspaper.

Mayor Brynes proposed the new ordinance in response to Minnesota Statutes section 151.72 passed by Minnesota Legislature and took effect on July 1st, 2022. This ordinance will allow the city time to study the new law and consider licensing, rules, and sales management controls for the sale of hemp derived THC food and beverages. Councilmember Meister shared his opinion as a licensed Medical Doctor. Councilmember DeCramer commented on how the law is currently written and his concerns.

Motion made by Councilmember DeCramer, seconded by Councilmember Meister to enact the emergency ordinance establishing a moratorium on the sale of hemp derived THC food and beverages as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 5-0.**

Coalition of Greater MN Cities Legislative Update

An update was given by Marty Seifert on the final outcomes from the Coalition of Greater Minnesota Cities (CGMC) Priorities. CGMC advocated for a 90M increase in local government aid and an update to the LGA formula. Seifert showed a LGA history proposal chart for the City of Marshall that indicated slight changes trending upwards. Mayor Brynes questioned if the tax bill for the 2023 session would be like 2022 and if a special election would be possible for a referendum vote in 2023 instead of waiting until 2024.

Call for Public Hearing Regarding Annexation of N. 7th Street Property. Owner Western Minnesota Municipal Power Agency. 80.52 Acres

Attorney Dennis Simpson presented the petition request from Western Minnesota Municipal Power Agency to

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annex 80.52 acres of land located in Fairview Township into the City of Marshall. The land is intended to be used as a solar farm. Both the City of Marshall and Fairview Township must hold a public hearing to proceed with the joint resolution of annexation.

Motion made by Councilmember Schafer, seconded by Councilmember Labat to call for a public hearing regarding the annexation of property owned by Western Minnesota Municipal Power Agency. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 5-0.**

Surface Water Management Ordinance Amendment – Chapter 30, Article II, Section 30-43 and Section 30-45 of the City Code of Ordinances – Introduction of Ordinance and Call for Public Hearing.

Public Works Director Anderson explained that the ordinance amendments are being proposed to simplify the City's stormwater management ordinance by referencing the State of Minnesota's stormwater management requirements. By doing so, the hope is that the number of ordinance amendments can be reduced in the future. This item was presented to the Legislative & Ordinance Committee at their meeting on June 28, 2022.

Motion made by Councilmember DeCramer, seconded by Councilmember Schafer to introduce the surface water management ordinance amendment, and call for public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 5-0.**

Introduction of the ordinance amending salaries and compensation of mayor and councilpersons.

Mayor Brynes introduced the topic of Mayor and Councilperson salaries and turned the topic over to City Administrator Sharon Hanson. City charter requires that salaries of Councilmember and Mayor be discussed and set at the first meeting in July of each year. However, Minnesota State Statute 415.11 allows for the governing body fix their own salaries by ordinance in such amount as they deem reasonable. No change in salary shall take effect until after the next succeeding municipal election. As a result of state statute and city charter conflicting it was proposed that salaries be set for the next two years consistent with the non-union general wage adjustment.

Mayor salary effective January 1, 2023, would be the sum of \$11,008.66 and effective January 1, 2024, would be the sum of \$11,338.87. Councilmember salary effective January 1, 2023, would be the sum of \$6,963.32 and effective January 1, 2024, would be the sum of \$7,172.11.

Motion made by Councilmember DeCramer, seconded by Councilmember Meister to introduce an ordinance amending salaries and compensation of mayor and councilpersons. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 5-0.**

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

Mayor Byrnes reported on recent interviews for various openings on the Boards, Commission, Bureaus, and Authorities. Motion by Councilmember Meister, seconded by Councilmember Labat to approve the following appointments to the various boards, commissions, bureaus, and authorities:

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Ben Walker, Police Advisory Board, Reappointment (5/31/24)
Dr. George Taylor, Diversity Equity and Inclusion Commission, first term appointment (5/31/25)
Sara Stoneberg, Planning Commission, Reappointment (filling vacant term to expire 5/31/23)

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, and Councilmember Labat. The motion **Carried. 5-0.**

Commission/Board Liaison Reports

Byrnes	Fire Relief Association received their annual audit report.
Schafer	No report.
Meister	No report.
DeCramer	Diversity, Equity and Inclusion Commission met and discussed the World Café event. Housing Commission finalizing agreements on maintenance issues.
Labat	Library Board met and discussed 2023 budget, and LED light replacements. An open position for the library in Balaton received 12 applicants.
Lozinski	Absent.

Councilmember Individual Items

Councilmember Labat commented on the successful Jr. T-Ball & Baseball Family Night event at the Amateur Sports Complex.

Councilmember DeCramer commented on the July 4th display held at Independence Park and concerns regarding the use of illegal fireworks. DeCramer also brought up that Mayor Robert Byrnes was nominated and received the Community Leader Award by Missouri River Energy Services for his work over the past 30 years.

Mayor Byrnes mentioned the trails at Independence Park are near completion. The 150th Anniversary Committee met and many of the events will be held in conjunction with Sounds of Summer.

City Administrator

Administrator Hanson met with Lyon County Administrator Loren Stomberg regarding library funding. Discussion needs to be had about the Joint Law Enforcement Center budget. Two requests for proposals are due July 15, one for City Attorney and another is a feasibility study for an Indoor Recreation/YMCA collaboration.

Director of Public Works/City Engineer

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Director of Public Works/City Engineer Anderson provided an update on the Halbur Road project, West Lyon Street project, South 1st Street reconstruction, Independence Park Trail project, mill/overlay project, diversion channel project is complete, and Terrace 1872 is still in progress.

City Attorney

City Attorney Simpson gave an update on the Helena building acquisition, two buildings on East Main Street need repair or tear down and letters are being sent.

Administrative Brief

There were no questions on the administrative brief.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 6:48 Motion made by Councilmember Schafer, seconded by Councilmember Meister to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 5-0.**

Mayor

Attest:

City Clerk

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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 26, 2022
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Public Hearing Regarding Annexation of N. 7 th Street Property. Owner Western Minnesota Municipal Power Agency. 80.52 Acres
Background Information:	<p>The City of Marshall has received a petition requesting annexation of 80.52 acres of Fairview Township property to be annexed into the City of Marshall. Property owner Western Minnesota Municipal Power Agency has requested the annexation for the property to be used as a solar farm/field by the owner. A copy of the petition for annexation is attached.</p> <p>In 1982, an Orderly Annexation Agreement was signed between the City of Marshall, the Township of Lake Marshall, and the Township of Fairview designating properties that could be orderly annexed into the City of Marshall. The property presently owned by Western Minnesota Municipal Power Agency is identified in the Orderly Annexation Agreement. Minnesota Law requires that the City of Marshall and Fairview Township each hold a public meeting to consider the annexation request. A Joint Resolution for Orderly Annexation has been prepared and is submitted for the City of Marshall public hearing regarding the annexation request.</p> <p>The City of Marshall has requested that Fairview Township also schedule a public hearing to address the annexation issue.</p> <p>At the conclusion of both public hearings, the approved Joint Resolution for Orderly Annexation will be submitted to the Minnesota Boundary Adjustment Agency for approval. Upon approval, the 80.52 acres of Fairview Township property will then be annexed into the City of Marshall and will be taxed as City property.</p>
Fiscal Impact:	The property will be included in the City of Marshall and will be taxed as City Property.
Alternative/ Variations:	None
Recommendations:	That the City Council approve the Joint Resolution for Orderly Annexation and authorize the appropriate city officials to sign the joint resolution.

PETITION FOR ANNEXATION OF PROPERTY

Now comes the undersigned, as property owner of the property described pursuant to the attached Exhibit A, which real property is contiguous or adjacent to the City of Marshall and is not embraced with the City thereof, but which property is subject to an Orderly Annexation Agreement between the City of Marshall and Township of Fairview, dated February 16, 1982, hereby petitions that the City of Marshall, Minnesota, pursuant to the Orderly Annexation Agreement shall annex the property defined and described below to the City of Marshall.

Legal Description of Property:

See attached Exhibit A.

The undersigned furthermore requires that said property be zoned as A-Agricultural and be conditionally permitted for use as a commercial solar energy collector/system.

Dated this 10th day of June, 2022.

Western Minnesota Municipal Power Agency, a Municipal Corporation and Political Subdivision of the State of Minnesota, Petitioner

Thomas J. Heller

By: Thomas J. Heller

Its: Assistant Secretary and Assistant Treasurer

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Missouri River Energy Services hereby consents to this petition for the annexation of the above-described property to the City of Marshall.

Missouri River Energy Services

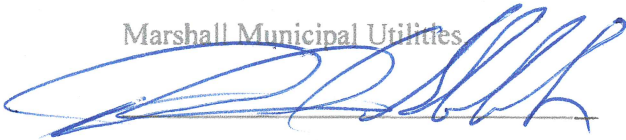


By: Thomas J. Heller

Its: President and CEO

Marshall Municipal Utilities, a Municipal Organization and Political Subdivision of the State of Minnesota, hereby consents to this petition for the annexation of the above-described property to the City of Marshall.

Marshall Municipal Utilities



By: David Schelkoph

Its: General Manager

EXHIBIT A

That part of the Northeast Quarter (NE¼) of Section Thirty-three (33), Township 112 North, Range 41 West of the 5th P.M., Lyon County, Minnesota, lying South of the centerline of County State Aid Highway No. 33 (Erie Road) and lying East of the centerline of North 7th Street, more particularly described as follows:

Beginning at the East Quarter Corner of said Section 33; thence South 89°51'22" West on the south line of said NE¼ for a distance of 2,291.81 feet to the centerline of said North 7th Street; thence North 29°28'28" East on said centerline for a distance of 2,249.95 feet to the centerline of said County State Aid Highway No. 33 (Erie Road); thence North 89°35'10" East on said centerline for a distance of 261.39 feet to the beginning of a curve, concave North, having a radius of 1,273.24 feet; thence Easterly on the arc of said curve to the left and on said centerline for an arc distance of 666.67 feet (said curve subtended by a chord which bears North 74°35'10" East with a chord distance of 659.08 feet); thence North 59°35'10" East on said centerline for a distance of 329.86 feet to the east line of said NE¼; thence South 00°05'17" East on said east line for a distance of 2,297.05 feet to the Point of Beginning, containing 80.52 acres, inclusive of 3.41 acres of public road right-of-way on the north and west sides thereof.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: covenants, conditions, restrictions, declarations, easements, reservations of minerals or mineral rights of record and building, zoning and subdivision laws and regulations.

RESOLUTION NO. 516, SECOND SERIES

JOINT RESOLUTION OF THE TOWNSHIP OF LAKE MARSHALL AND THE TOWNSHIP OF FAIRVIEW AND THE CITY OF MARSHALL DESIGNATING AN UNINCORPORATED AREA AS IN NEED OF ORDERLY ANNEXATION AND CONFERRING JURISDICTION OVER SAID AREA TO AND UPON THE MINNESOTA MUNICIPAL COMMISSION

WHEREAS, Certain property now located within the Township of Lake Marshall and the Township of Fairview is in need of orderly annexation to the City of Marshall pursuant to the provisions of M.S.A., Chapter 414, as amended; and

WHEREAS, The property is shown on the plat attached hereto, marked Exhibit 'A' and made a part hereof, and situated in the County of Lyon, State of Minnesota, and described as follows, to-wit:

The $\frac{N}{2}$ of the $\frac{NE}{4}$ of Section 7, T111N, R41W.

The $\frac{SE}{4}$ of the $\frac{NE}{4}$ of Section 7, T111N, R41W.

The $\frac{S}{2}$ of the $\frac{SE}{4}$ of the $\frac{NE}{4}$ of Section 7, T111N, R41W, except that part lying West of the following described line: Commencing at the intersection of the North line of the above-described property and the center of the Redwood River; thence upstream on the center of the Redwood River to a point of intersection with the South line of said $\frac{S}{2}$ of the $\frac{SE}{4}$ of the $\frac{NE}{4}$ of Section 7, T111N, R41W.

The $\frac{SE}{4}$ of Section 7, T111N, R41W.

That portion of the $\frac{SW}{4}$ of Section 8, T111N, R41W, lying southerly and easterly of the South right-of-way line of Country Club Drive.

The $\frac{S}{2}$ of the $\frac{SE}{4}$ of Section 8, T111N, R41W.

The $\frac{N}{2}$ of the $\frac{NW}{4}$ of Section 17, T111N, R41W.

The $\frac{N}{2}$ of the $\frac{NE}{4}$ of Section 17, T111N, R41W.

The $\frac{NE}{4}$ of the $\frac{NE}{4}$ of Section 18, T111N, R41W.

That part of the $\frac{E}{2}$ of the $\frac{NW}{4}$ of Section 9, T111N, R41W, described as follows: Beginning at the center of said Section 9; thence North to a point 33 feet East of the Southeast corner of Lot 2, Block 7, Viking Addition; thence West 313.8 ft; thence South 38.0 ft; thence West 130.0 ft. to the Northeast of Lot 3, Block 6, Viking Addition, Plat Two; thence South 572.41 ft; thence West 135 ft; thence South 48 ft. thence West 390 ft; thence South to the East-West Quarter line; thence East to the point of beginning.

The $\frac{E}{2}$ of the $\frac{SW}{4}$ of Section 9, T111N, R41W.

The $\frac{SW}{4}$ of the $\frac{SW}{4}$ of Section 9, T111N, R41W.

That part of the $\frac{NW}{4}$ of the $\frac{SW}{4}$ of Section 9, T111N, R41W, described as follows: Beginning at a point 43 ft. East of the Southeast corner of Lot 8, Block 3, Nielsen's 8th Addition; thence West 742.92 ft; thence North 78.0 ft. to the Southeast corner of Freedom Park; thence West along the South line of Freedom Park 592 ft. to the section line; thence South to the South line of said $\frac{NW}{4}$ of the $\frac{SW}{4}$ of Section 9; thence East to the Southeast corner of said $\frac{NW}{4}$ of the $\frac{SW}{4}$ of Section 9; thence North to the point of beginning.

The $\frac{NE}{4}$ of the $\frac{SE}{4}$ of Section 9, T111N, R41W, lying southerly and easterly of the Southeasterly right-of-way line of Trunk Highway No. 23.

That part of the $\frac{SE}{4}$ of the $\frac{NE}{4}$ of Section 9, T111N, R41W, described as follows: Commencing at a point of intersection of the East-West Quarter line of said Section 9 and the Westerly right-of-way line of the Chicago & Northwestern

Railroad; thence Northwesterly along the Westerly right-of-way line of said railroad 339 ft; thence at right angles 192 ft; thence southerly 126 ft; thence Easterly 345 ft. to the Point of Beginning.

The $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 16, T111N, R41W, except the North 260.0 ft. of the West 1,717.40 ft.

The $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 16, T111N, R41W.

The $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 15, T111N, R41W.

That part of the $SW\frac{1}{4}$, Section 10, T111N, R41W described as follows: Beginning at the intersection of the North-easterly right-of-way line of the Chicago and Northwestern Railroad and the West line of said Section 10; thence Southeasterly on the Northeasterly right-of-way line of the Chicago and Northwestern Railroad for a distance of 1,698.59 ft; thence easterly 424.53 ft. to the Easterly right-of-way line of Trunk Highway 59; thence Northerly on the Easterly right-of-way line of Trunk Highway 59 for a distance of 815 ft; thence Easterly to a point 920 ft. Westerly of the North-South quarter line of said Section 10; thence Northerly to the North line of the $SW\frac{1}{4}$ of said Section 10; thence Easterly on the East-West quarter line for a distance of 920.0 ft. to the center of said Section 10; thence Southerly on the North-South quarter line to the South line of said Section 10; thence West on the South line of said Section 10 to the Southwest corner of the $SW\frac{1}{4}$ of said Section 10; thence North on the West line of said Section 10 to the Point of Beginning.

That part of the $NW\frac{1}{4}$ of Section 10, T111N, R41W described as follows: Beginning at the center of said Section 10; thence Westerly on the East-West quarter line a distance of 920.0 ft; thence Northerly 660.0± ft. to the North line of the South quarter of the Northwest quarter of said Section 10; thence Westerly to the Southeasterly right-of-way line of Trunk Highway 23; thence North-easterly on the Southeasterly right-of-way line of Trunk Highway 23 to the North-South quarter line of said Section 10; thence Southerly to the Point of Beginning.

The $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 10, T111N, R41W, lying Southerly and Easterly of Trunk Highway No. 23.

The $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 11, T111N, R41W.

The $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 3, T111N, R41W, lying Southerly and Easterly of Trunk Highway No. 23.

The $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2, T111N, R41W; except the North 633.0± ft. thereof.

The $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2, T111N, R41W, except the Easterly 700.0 ft. and except the Westerly 307.41 ft. of the Easterly 1,007.41 ft. of the Northerly 641.8 ft.

The $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 2, T111N, R41W.

The $SE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 2, T111N, R41W, except the West 325.0 ft. of the Southerly 754.61 ft.

The $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 2, T111N, R41W.

The $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 2, T111N, R41W.

The $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 2, T111N, R41W.

That part of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 2, T111N, R41W described as follows: Beginning at a point 733.19 ft. North and 73.80 ft. East of the West quarter corner of said Section 2; thence Easterly 310.0 ft; thence Northeasterly 365.02 ft; thence Northwesterly 247.00 ft; thence Westerly 363.00 ft; thence Southerly 450.01 ft. to the Point of Beginning.

The $\frac{1}{2}$ of the $\frac{SW}{4}$ of Section 35, T112N, R41W.

The $\frac{SE}{4}$ of Section 34, T112N, R41W, lying North of County Ditch No. 62 as now located.

That part of the $\frac{SW}{4}$ of Section 34, T112 N, R41W, lying Westerly of the Easterly right-of-way line of County Road No. 67.

The North 440 ft. of the South 525 ft. of the West 433 ft. of the $\frac{SW}{4}$ of Section 34, T112N, R41W.

The $\frac{NE}{4}$ of Section 33, T112N, R41W, lying Easterly of the Westerly right-of-way line of North 7th St. (Township road)

The $\frac{SE}{4}$ of Section 33, T112N, R41W, except a parcel of land 3.18 acres in area presently in use as a Natural Gas facility and located at the intersection of North 4th St. and Bruce St.; and except the following described parcel: Beginning at the intersection of the Southeasterly line of North 5th St. extended and the South line of the Southeast quarter of said Section 33; thence North $44^{\circ}52'00''$ East 118.0 $\frac{1}{2}$ ft; thence North $44^{\circ}59'58''$ West parallel with Hudson Ave. to a point on the centerline of the now vacated Redwood River; thence Northwesterly along said centerline to a point on the Northerly right-of-way line of the Redwood River Diversion Channel; thence Westerly to the West line of the $\frac{SE}{4}$ of said Section 33; thence southerly to the Southeast corner of the $\frac{SE}{4}$ of said Section 33; thence Easterly to the Point of Beginning.

That part of the $\frac{SW}{4}$ of Section 33, T112N, R41W, lying North of the North right-of-way line of the Redwood River Diversion Channel and Easterly and Southerly of the centerline of North 7th St.

The North 330.0 ft. of the $\frac{NW}{4}$ of the $\frac{NW}{4}$ of Section 33, T112N, R41W.

The South 475 ft. of the North 1077 ft. of the West 565.3 ft. and the South 240 ft. of the North 1317 ft. of the West 300 ft. of the $\frac{NW}{4}$ of Section 33, T112N, R41W.

The $\frac{SW}{4}$ of the $\frac{SW}{4}$ of Section 28, T112N, R41W.

The South 33.0 ft. of the $\frac{SW}{4}$ of the $\frac{SE}{4}$ of Section 29, T112N, R41W.

The $\frac{SE}{4}$ of the $\frac{SE}{4}$ of Section 29, T112N, R41W.

The $\frac{W}{2}$ of the $\frac{NE}{4}$ of Section 32, T112N, R41W.

That part of the $\frac{SE}{4}$ of Section 32, T112N, R41W, lying North of the North right-of-way line of the Redwood River Diversion Channel.

That part of the $\frac{SW}{4}$ of Section 32, T112N, R41W, lying North and West of the Northwesterly right-of-way line of the Redwood River Diversion Channel.

NOW, THEREFORE, BE IT RESOLVED, That upon adoption of this joint resolution by the Town Board of the Township of Lake Marshall and the Town Board of the Township of Fairview and the Common Council of the City of Marshall (1) jurisdiction to order annexations within the above described area be and the same is hereby conferred upon the Minnesota Municipal Commission and (2) said parties to this resolution hereby agree to review the described area as in need of orderly annexation at the expiration of five years from the execution of this resolution.

PASSED AND ADOPTED by the Town Board of the Township of Lake Marshall this
8th day of January, 1982.

TOWNSHIP OF LAKE MARSHALL

BY Carl A. Johnson
Its Chairman

BY Carol Kniff
Its Clerk

PASSED AND ADOPTED by the Town Board of the Township of Fairview this
Aug 10 day of Aug, 1981.

TOWNSHIP OF FAIRVIEW

BY Maurice Blomne
Its Chairman

BY Torald Kerstec
Its Clerk

PASSED AND ADOPTED by the Common Council of the City of Marshall this
18th day of January, 1982

CITY OF MARSHALL

BY Robert J. Jensen
Its Mayor

BY James Diller
Its City Administrator

Attest:

Thomas M. Meulbroeck
City Clerk

IT IS FURTHER RESOLVED, That, in order for the City of Marshall more effectively to exercise planning and zoning authority within the area designated as in need of orderly annexation, (1) The County of Lyon agrees to exclude the designated area from its zoning ordinances; (2) The City of Marshall agrees to extend its planning and zoning regulations to include the entire orderly annexation area as provided in M.S.A. 462.357 Subd. 1, and M.S.A. 414.068; and (3) The Lyon County Board of Commissioners agrees to recommend the appointment of two non-Marshall residents of Lyon County, one from the Township of Lake Marshall, and one from the Township of Fairview, to serve on the Marshall Planning Commission, with full voting rights, when planning and zoning applications are received and reviewed from the area designated as in need of orderly annexation.

PASSED AND ADOPTED by the Board of Commissioners of Lyon County this 16th day of February, 1982.

COUNTY OF LYON

BY George Davis
VICE Chairman of its Board of County Commissioners

BY Catherine Seibert
Its Auditor

PASSED AND ADOPTED by the Common Council of the City of Marshall this 18th day of January, 1982.

CITY OF MARSHALL

BY Robert D. P. P. P.
Its Mayor

BY James D. Miller
Its City Administrator

ATTEST:

Thomas M. Meulbroeck
City Clerk

Resolution No. 22-067

STATE OF MINNESOTA

OFFICE OF ADMINISTRATIVE

HEARING

IN THE MATTER OF THE JOINT
RESOLUTION OF THE CITY OF
MARSHALL AND THE TOWNSHIP OF
FAIRVIEW DESIGNATING CERTAIN
AREAS AS IN NEED OF ORDERLY
ANNEXATION PURSUANT TO
MINNESOTA STATUTES, SECTION
414.0325.

JOINT RESOLUTION FOR
ORDERLY ANNEXATION

WHEREAS, the property owner with property located within the Township of Fairview (“Township”) and legally described in Exhibit A, which is attached hereto and incorporated herein by reference, has petitioned the City of Marshall (“City”) regarding annexation of that property and extension of City services to that property; and

WHEREAS, for ease of reference, the area of the Township proposed for annexation in accordance with this Joint Resolution and legally described in Exhibit A is shown on Exhibit B; and

WHEREAS, the Township and City have agreed to work cooperatively to accomplish the orderly annexation of the areas legally described in Exhibit A; and

WHEREAS, the above-mentioned property is agricultural property, abuts the City, and is in need of orderly annexation and extension of services from the City since the property is urban or suburban or about to become so; and

WHEREAS, the City has available capacity to provide needed services to the above-mentioned property; and

WHEREAS, the City and Township agree that orderly annexation of the property legally described in Exhibit A is in the best interest of the property owners and would benefit the public health, safety, and welfare of the community; and

WHEREAS, the City and Township agree that the property legally described in Exhibit A has been designated and is in need of immediate orderly annexation; and

WHEREAS, the City and Township desire to accomplish the immediate orderly annexation of the property legally described in Exhibit A without the need for hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall and the Board of Supervisors of the Township of Fairview as follows:

1. The City and Township hereby agree that the area legally described in Exhibit A has been designated for orderly annexation pursuant to Minnesota Statutes, Section 414.0325:

2. The City and Township agree that the area legally described in Exhibit A and designated is in need of immediate orderly annexation and is approximately 80.52 acres.
3. A boundary map showing the area legally described in Exhibit A is attached hereto as Exhibit B and is hereby incorporated by reference.
4. The City and Township agree that the population of the area legally described in Exhibit A is zero (0).
5. Pursuant to Minnesota Statutes, Section 414.0325, the City and Township agree that no alteration of boundaries stated herein is appropriate, that all conditions for annexation of the area legally described in Exhibit A are contained in this Joint Resolution, and that no consideration by the State of Minnesota Office of Administrative Hearings; Municipal Boundary Adjustments Office is necessary. Upon the execution and filing of this Joint Resolution, the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Office may review and comment thereon, but shall, within 30 days of receipt of this Joint Resolution, order the annexation of the area legally described in Exhibit A in accordance with the terms and conditions contained in this Joint Resolution.
6. Pursuant to Minnesota Statutes, Section 414.036, the City and Township agree that upon annexation of the area legally described in Exhibit A, the City shall reimburse the Township for the loss of taxes from the property so annexed for the period and in accordance with the following schedule:
 - a. In the first year following the year the City of Marshall could first levy on the annexed area, an amount equal to \$275.28 and
 - b. In the second and final year, an amount equal to \$275.25.
7. Following annexation of the area legally described in Exhibit A, the tax rate of the City applied to the area of the Township hereby annexed shall be increased in substantially equal proportions over two (2) years to equality with the City's tax rate applicable to other property already within the City.
8. The City and Township agree that upon adoption and execution of this Joint Resolution, the City shall file the same with the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Office.
9. In the event there are errors, omissions or any other problems with the legal descriptions provided in Exhibit A in the judgment of the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Office, the City and Township agree to make such corrections and file any additional documentation, including a new Exhibit A making the corrections requested or required by the State of Minnesota Office of Administrative Hearings/Municipal Boundary Adjustments Office as necessary to make effective the annexation of said area in accordance with the terms of this Joint Resolution.

10. With respond only to the area legally described in Exhibit A, which is attached hereto and incorporated herein by reference, to the terms and conditions of this Joint Resolution, shall constitute the entire agreement between the parties hereto superseding all prior agreements and negotiations between the parties hereto, but only with respect to the area legally described in Exhibit A.

Passed, adopted, and approved by the Township Board of Supervisors of the Township of Fairview, Lyon County, Minnesota this ___ day of _____, 2022.

ATTEST:

By: _____
_____, Township Clerk

TOWNSHIP OF FAIRVIEW

By: _____
_____, Chair

Passed, adopted, and approved by the City Council in and for the City of Marshall, Lyon County, Minnesota this ___ day of _____, 2022.

ATTEST:

By: _____
Steven Anderson, City Clerk

CITY OF MARSHALL

By: _____
Robert Brynes, Mayor

Meeting Date:	Tuesday, July 26, 2022
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Surface Water Management Ordinance Amendment – Chapter 30, Article II, Section 30-43 and Section 30-45 of the City Code of Ordinances – 1) Public Hearing; 2) Adoption of Ordinance.
Background Information:	<p>The included ordinance amendments are being proposed to simplify the City’s stormwater management ordinance by referencing the State of Minnesota’s stormwater management requirements.</p> <p>Section 30-43 will reference the most current version of the Construction Stormwater (CSW) General Permit as adopted by the Minnesota Pollution Control Agency (MPCA). The Construction Stormwater General Permit outlines numerous minimum standards that must be met for all construction site development plans for projects that exceed one (1) acre in land disturbing activities. City staff believes that it is redundant for the City to outline its own standards when the intent is to match the State requirements. By referencing the most current CSW permit, we can likely reduce the number of times that ordinance amendments must be made in the future.</p> <p>Section 30-45 will reference the most current version of the Small Municipal Separate Storm Sewer Systems General Permit as adopted by the MPCA. The Municipal Separate Storm Sewer Systems (MS4) permit outlines numerous criteria that must be met regarding surface water management, including many references to the Construction Stormwater (CSW) permit. Further, for projects greater than one (1) acre in land disturbance, the MS4 permit outlines requirements for water quality treatment and water volume reduction where possible. City staff believes that it is redundant for the City to outline its own standards when the intent is to match the State requirements. By referencing the most current MS4 permit, we can likely reduce the number of times that ordinance amendments must be made in the future.</p> <p>This item was presented to the Legislative & Ordinance Committee at their meeting on June 28, 2022 with recommended revisions as shown in the attached redlined document.</p>
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	<p>Recommendation No. 1 that the Council close the public hearing.</p> <p>Recommendation No. 2 that the Council adopt Ordinance No. 22-007, which is the summary ordinance and complete ordinance regarding the amendment to Chapter 30, Article II, Section 30-43 and Section 30-45 of the City Code of Ordinances.</p>

SUMMARY ORDINANCE NO. 22-007

**AN ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 30
RELATING TO SURFACE WATER MANAGEMENT**

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

Section 1: City Code of Ordinances, Chapter 30-Environment, Article II-Surface Water Management, Section 30-43 and Section 30-45, are hereby amended in their entirety.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 22-007.

It is hereby directed that only the above Title and Summary of Ordinance No. 22-007 be published conforming to Minnesota Statutes §331A.01 with the following:

NOTICE

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

Section 3: These Ordinances shall take effect after their passage and summary publication.

Passed and adopted by the Common Council this 26th day of July, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Summary Ordinance Introduced on: July 12, 2022

Ordinance Introduced on: July 12, 2022

Final Passage on: July 26, 2022

Summary Ordinance Published in the Marshall Independent: _____

ORDINANCE NO. 22-007

**AN ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 30
RELATING TO SURFACE WATER MANAGEMENT**

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

Section 1: City Code of Ordinances, Chapter 30-Environment, Article II-Surface Water Management, Section 30-43 and Section 30-45, are hereby amended in their entirety.

MARSHALL CITY CODE OF ORDINANCES

CHAPTER 30 - ENVIRONMENT

ARTICLE II. - SURFACE WATER MANAGEMENT

DIVISION 2. SURFACE WATER MANAGEMENT PLAN

Sec. 30-43. Surface water management plan.

ADOPTED BY REFERENCE. The City of Marshall hereby adopts and incorporates by reference the erosion, sediment, and waste control standards established by the Minnesota Pollution Control Agency's NPDES/SDS Construction Stormwater General Permit MNR100001 (CSW Permit) as now constituted and from time to time amended.

Sec. 30-45. Surface water management criteria.

ADOPTED BY REFERENCE. The City of Marshall hereby adopts and incorporates by reference the surface water management criteria for permanent facilities established by the Minnesota Pollution Control Agency's Small Municipal Separate Storm Sewer Systems (MS4) General Permit MNR040000 as now constituted and from time to time amended

- (a) *Design standards.* Stormwater detention facilities constructed in the city shall be designed according to the most current technology as reflected in the MPCA publication, "Protecting Water Quality in Urban Areas," and shall contain, at a minimum, the following design factors:
- (1) A permanent pond surface area equal to two percent of the impervious area draining to the pond, whichever amount is greater;
 - (2) An average permanent pool depth of four to ten feet;
 - (3) A permanent pool length-to-width ratio of three to one or greater;
 - (4) A minimum protective shelf extending ten feet into the permanent pool with a slope of ten to one, beyond which slopes should not exceed three to one;
 - (5) A protective buffer strip of vegetation surrounding the permanent pool at a minimum width of one rod (16.5 feet);
 - (6) All stormwater detention facilities shall have a device to keep oil, grease and other floatable material from moving downstream as a result of normal operations;
 - (7) Stormwater detention facilities for new development must be sufficient to limit peak flows in each subwatershed to those that existed before the development for the 100-year storm event. All calculations and hydrologic models/information used in determining peak flows shall be submitted along with the surface water management plan;

- (8) All stormwater detention facilities must have a forebay to remove coarse-grained particles prior to discharge into a watercourse or storage basin;
 - (9) Ponds shall be designed so postdevelopment runoff is no greater than predevelopment runoff;
 - (10) Where a detention pond site is sized or located such that it will impact or otherwise benefit other property or future subdivisions, a drainage service area shall be identified. All of the required detention pond site shall be dedicated to the city with the cost of that portion benefitting other developments to be reimbursed by the city to the developer at the time of completion and certification of the improvement. The cost shall be based on actual construction costs obtained by the city and shall be prorated to future developments within such drainage service area;
 - (11) Where a detention pond site is required to be located outside of the development area that will contribute to the stormwater flow, the city may be requested to acquire and develop the pond site, with the acquisition costs to be prorated to the developing property and to future development within the drainage service area.
- (b) *Wetlands.*
- (1) Runoff shall not be discharged directly into wetlands without pre-settlement of the runoff.
 - (2) A protective buffer strip of natural vegetation at least 25 feet in width shall surround all wetlands.
 - (3) Wetlands must not be drained or filled, wholly or partially, unless replaced by restoring or creating wetland areas of at least equal public value. Replacement must be guided by the following principles in descending order of priority:
 - a. Avoiding the direct or indirect impact of the activity that may destroy or diminish the wetland;
 - b. Minimizing the impact by limiting the degree or magnitude of the wetland activity and its implementation;
 - c. Rectifying the impact by repairing, rehabilitating or restoring the affected wetland environment;
 - d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the activity; and
 - e. Compensating for the impact by replacing or providing substitute wetland resources or environments.
- (c) *Steep slopes.* No land disturbing or development activities shall be allowed on slopes of 18 percent or more.
- (d) *Catch basins.* All newly installed and rehabilitated catch basins shall be provided with a sump area for the collection of coarse-grained material. Such basins shall be cleaned when they are half-filled with material.
- (e) *Drain leaders.* All newly constructed and reconstructed buildings will route drain leaders to pervious areas wherein the runoff can be allowed to infiltrate. The flow rate of water exiting the leaders shall be controlled so no erosion occurs in the pervious areas.
- (f) *Inspection and maintenance.* All stormwater management facilities shall be designed to minimize the need of maintenance, to provide access for maintenance purposes and to be structurally sound. All stormwater management facilities shall have a plan of operation and maintenance that ensures continued effective removal of pollutants carried in stormwater runoff. The city engineer, or designated representative, shall inspect all surface water management facilities during construction, during the first year of operation, and at least once every five years thereafter. The inspection records will be kept on file at the office of the city engineer for a period of six years. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the stormwater management facilities for inspection and maintenance purposes.
- (g) *Models/methodologies/computations.* For project sites one acre or larger, hydrologic models and design methodologies used for the determination of runoff and analysis of stormwater management structures shall be approved by the city engineer. Plans, specification and computations for stormwater management facilities submitted for review shall be sealed and signed by a registered professional engineer. All computations shall appear on the plans submitted for review, unless otherwise approved by the city engineer.
- (h) *Watershed management plans/groundwater management plans.* Surface water management plans shall be consistent with adopted watershed management plans and groundwater management plans prepared in accordance with Minn. Stat. §§ 103B.231 and 103B.255, respectively, and as approved by the state board of water and soil resources in accordance with state law.

- (i) *Easements.* If a surface water management plan involves direction of some or all runoff off of the site, it shall be the responsibility of the applicant to obtain from adjacent property owners any necessary easements or other property interests concerning flowage of water.
- (j) Failure to comply with any of the above requirements will result in the issuance of a stop work order halting construction until the project area is brought into compliance. Failure to remedy the situation within a reasonable time determined by the city engineer or designee will result in the issuance of a citation for violation of this section. Failure to have erosion and sediment control measures in place may also result in denial of a certificate of occupancy for the structure under construction.

(Ord. No. 693 2nd series, § 1, 4-28-2015)

State law reference(s)—Wetlands, Minn. Stat. § 103G.221 et seq.

Section 2: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 26th day of July, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Summary Ordinance Introduced on: July 12, 2022

Ordinance Introduced on: July 12, 2022

Final Passage on: July 26, 2022

Summary Ordinance Published in the Marshall Independent: _____

DIVISION 2. SURFACE WATER MANAGEMENT PLAN

Sec. 30-41. Applicability.

Every applicant for a building permit, subdivision approval or any permit involving land disturbing activities greater than 2,000 sq. ft., excluding agricultural activities, must submit a surface water management plan to the city engineering department. No building permit, subdivision approval or permit involving land disturbing activities shall be issued until approval of the surface water management plan and issuance of a drainage/land disturbance permit in strict conformance with the provisions of this article.

(Ord. No. 693 2nd series, § 1, 4-28-2015)

Sec. 30-42. Application.

A written application for a drainage/land disturbance permit, along with the proposed surface water management plan, shall be filed with the city engineering department and shall include adequate evidence showing that the proposed use will conform to the standards set forth in this article. Prior to applying for approval of a surface water management plan, an applicant may have the surface water management plans reviewed by the appropriate departments of the city. One set of clearly legible blue or black lined drawings and required information shall be submitted to the city engineer and shall be accompanied by a receipt from the city engineer's office evidencing the payment of all required fees for processing and approval as set forth in section 30-44(e) and a bond when required by section 30-44(d) in the amount to be calculated in accordance with that section. Drawings shall be prepared to a scale appropriate to the site of the project and suitable for the review to be performed. At a minimum, the scale shall be one inch equals 100 feet.

(Ord. No. 693 2nd series, § 1, 4-28-2015)

Sec. 30-43. Surface water management plan.

ADOPTED BY REFERENCE. The City of Marshall hereby adopts and incorporates by reference the erosion, sediment, and waste control standards established by the Minnesota Pollution Control Agency's NPDES/SDS Construction Stormwater General Permit MNR100001 (CSW Permit) as now constituted and from time to time amended.

~~Unless otherwise directed by city engineer, at a minimum the surface water management plan shall contain the following information:~~

- ~~(1) Existing site map. A map of existing site conditions showing the site and immediately adjacent areas, including:
 - ~~a. The name and address of the applicant, the section, township and range, northpoint, date and scale of drawing and number of sheets;~~
 - ~~b. Location of the tract by an insert map at a scale sufficient to clearly identify the location of the property and giving such information as the names and numbers of adjoining roads, railroads, utilities, subdivisions, towns and districts or other landmarks;~~~~

-
- c. Existing topography with a contour interval appropriate to the topography of the land but in no case having a contour interval greater than two feet;
 - d. A delineation of all streams, rivers, public waters and wetlands located on and immediately adjacent to the site, including depth of water, a statement of general water quality and any classification given to the water body or wetland by the state department of natural resources, the state pollution control agency, and/or the United States Army Corps of Engineers;
 - e. Locations and dimensions of existing stormwater drainage systems and natural drainage patterns on and immediately adjacent to the site, delineating in which direction and at what rate stormwater is conveyed from the site, identifying the receiving stream, river, public water or wetland, and setting forth those areas of the unaltered site where stormwater collects;
 - f. A description of the soils of the site, including a map indicating soil types of areas to be disturbed, as well as a soil report containing information on the suitability of the soils for the type of development proposed and for the type of sewage disposal proposed, and describing any remedial steps to be taken by the developer to render the soils suitable;
 - g. Vegetative cover and clearly delineating any vegetation proposed for removal; and
 - h. 100-year floodplains, flood fringes and floodways.
- (2) *Site construction plan.* A site construction plan including:
- a. Locations and dimensions of all proposed land disturbing activities and any phasing of those activities;
 - b. Locations and dimensions of all temporary soil or dirt stockpiles;
 - c. Locations and dimensions of all construction site erosion control measures necessary to meet the requirements of this article;
 - d. Schedule of anticipated starting and completion date of each land disturbing activity, including the installation of construction site erosion control measures needed to meet the requirements of this article; and
 - e. Provisions for maintenance of the construction site erosion control measures during construction.
- (3) *Plan of final site conditions.* A plan of final site conditions on the same scale as the existing site map showing the site changes, including:
- a. Finished grading shown at contours at the same interval as provided above or as required to clearly indicate the relationship of proposed changes to existing topography and remaining features;
 - b. A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type, size and description of all proposed landscape materials which will be added to the site as part of the development;
 - c. A drainage plan of the developed site delineating in which direction, and at what rate, surface water will be conveyed from the site and setting forth the areas of the site where stormwater will be allowed to collect;
 - d. The proposed size, alignment and intended use of any structures to be erected on the site;
 - e. A clear delineation and tabulation of all areas which shall be paved or surfaced, including a description of the surfacing material to be used; and

f. ~~Any other information pertinent to the particular project which, in the opinion of the applicant, is necessary for the review of the project.~~

(Ord. No. 693 2nd series, § 1, 4-28-2015)

Sec. 30-44. Plan review procedure.

- (a) *Process.* Surface water management plans meeting the requirements of sections 30-42 and 30-43 shall be submitted to the city engineer for review in accordance with the standards of section 30-45. The city engineer, or his/her appointed designee, shall recommend approval, recommend approval with conditions, or recommend denial of the surface water management plan. City engineer action on the surface water management plan must be accomplished within 120 days following the date the application for approval is filed with the city engineer.
- (b) *Duration.* Approval of a plan submitted under the provisions of this article shall expire one year after the date of approval unless construction has commenced in accordance with the plan. However, if prior to the expiration of the approval, the applicant makes a written request to the city engineer for an extension of time to commence construction setting forth the reasons for the requested extension, the engineering department may grant one extension of not greater than one single year. Receipt of any request for an extension shall be acknowledged by the city engineer within 15 days. The city engineer shall make a decision on the extension within 30 days of receipt. Any plan may be revised in the same manner as originally approved.
- (c) *Conditions.* A surface water management plan may be approved subject to compliance with conditions at least as stringent as the requirements for erosion and sediment controls and waste controls as established by the current Minnesota Pollution Control Agency's General Permit to Discharge Stormwater Associated with Construction Activity No. MN R100001 and necessary to ensure that the requirements contained in this article are met. Such conditions may, among other matters, limit the size, kind or character of the proposed development, require the construction of structures, drainage facilities, storage basins and other facilities, require replacement of vegetation, establish required monitoring procedures, stage the work over time, require alteration of the site design to ensure buffering, and require the conveyance to the city or other public entity of certain lands or interests therein.
- (d) *Performance bond.* For projects, developments, or subdivisions larger than one acre, prior to approval of any surface water management plan, the applicant shall submit an agreement to construct such required physical improvements, to dedicate property or easements, or to comply with such conditions as may have been agreed to. Such agreement shall be accompanied by a bond to cover the amount of the established cost of complying with the agreement. The agreement and bond shall guarantee completion and compliance with conditions within a specific time, which time may be extended in accordance with subsection (b). The adequacy, conditions and acceptability of any agreement and bond shall be determined by the city or any official of the city as may be designated by resolution of the city council.
- (e) *Fees.* All applicants for surface water management plan approval shall be accompanied by a processing and approval fee as set by resolution of the council.

(Ord. No. 693 2nd series, § 1, 4-28-2015)

Sec. 30-45. Surface Water Management Criteria. ~~Approval and construction standards.~~

- (a) **ADOPTED BY REFERENCE.** The City of Marshall hereby adopts and incorporates by reference the surface water management criteria for permanent facilities established by the Minnesota Pollution Control Agency's Small

(Supp. No. 38)

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Municipal Separate Storm Sewer Systems (MS4) General Permit MNR040000 as now constituted and from time to time amended.

- (a) ~~No surface water management plan which fails to meet the following standards shall be approved by the city council:~~
- (1) ~~Site dewatering.~~ Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, upflow chambers, hydro cyclones, swirl concentrators or other appropriate controls as appropriate. Water may not be discharged in a manner so that nuisance conditions will result from the discharge or that causes erosion or flooding of the site or receiving channels or a wetland.
 - (2) ~~Waste and material disposal.~~ All waste and unused building materials (including garbage, debris, cleaning wastes, wastewater, toxic materials or hazardous materials) shall be properly disposed of off-site and not allowed to be carried by runoff into a receiving channel or storm sewer system. Additionally, all waste material disposal containers shall be tarped or otherwise covered, as needed, to prevent wind-blown pollution.
 - (3) ~~Tracking.~~ Temporary rock entrances are required on every construction site. Rock driveways will also be required during the winter months after backfilling the foundation. Each site shall have graveled roads, access drives and parking areas of sufficient width and length to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by street cleaning (no flushing) before the end of each workday. If cleanup of the mud, dirt or other sediment is not carried out as required above, the city engineer, or designee, may direct city crews and/or contract a third party to complete the cleanup and bill the property owner or contractor for all associated costs, or deduct these amounts from any required bond or security. Unpaid charges will be certified by the city for collection with taxes.
 - (4) ~~Drain inlet protection.~~ All storm drain inlets shall be protected during construction in accordance with accepted methods, design criteria, standards and specifications contained in the MPCA publication "Protecting Water Quality in Urban Areas."
 - (5) ~~Site erosion control.~~ The following criteria (subsections (a)(5)a.—d.) apply only to construction activities that result in runoff leaving the site.
 - a. ~~Channelized runoff from adjacent areas passing through the site shall be diverted around disturbed areas, if practical. Otherwise, the channel shall be protected as described below. Sheetflow runoff from adjacent areas greater than 10,000 square feet in area shall also be diverted around disturbed areas, unless shown to have resultant runoff rates of less than 0.5 ft.³ /sec. across the disturbed area for the one year storm. Diverted runoff shall be conveyed in a manner that will not erode the conveyance and receiving channels. After connecting drainage ditches or swales that drains water from the site, the last 200 lineal feet must be stabilized within 24 hours after connecting to surface water.~~
 - b. ~~All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time. Appropriate erosion and sediment control measures shall be taken throughout the construction process. They include, but are not necessarily limited to, the use of erosion control fences, wood fiber blankets, rock construction entrances, seeding and/or mulch. If silt fence is required for erosion control, the builder is responsible for properly installing erosion control immediately after land disturbing activities commence. If the required erosion control is not installed within 24 hours the builder will be issued a stop work order until erosion control measures meet city requirements. The builder is responsible to maintain the silt fence during the construction process. Other techniques or combinations of the above may be used. The erosion and sediment control measures shall be maintained and repaired throughout~~

construction and until such time as the property has been either sodded or a seeded vegetative cover has taken hold.

c. ~~Runoff from the entire disturbed area on the site shall be controlled by meeting either subsection (a)(5)c.1. and 2. or (a)(5)c.1. and 3.~~

1. ~~All disturbed ground left inactive for 14 or more days shall be stabilized by seeding or sodding (only available prior to September 15) or by mulching or covering or other equivalent control measures.~~

2. ~~For sites with more than ten acres disturbed at one time, or if a channel originates in the disturbed area, one or more temporary or permanent sedimentation basins shall be constructed. Each sedimentation basin shall have a surface area of at least one percent of the area draining to the basin and at least three feet of depth and constructed in accordance with accepted design specifications. Sediment shall be removed to maintain a depth of three feet. The basin discharge rate shall also be sufficiently low as to not cause erosion along the discharge channel or the receiving water.~~

3. ~~For sites with less than ten acres disturbed at one time, silt fences, straw bales or equivalent control measures shall be placed along all sideslope and downslope sides of the site. If a channel or area of concentrated runoff passes through the site, silt fences shall be placed along the channel edges to reduce sediment reaching the channel. The use of silt fences, straw bales or equivalent control measures must include a maintenance and inspection schedule.~~

d. ~~Any soil or dirt storage piles containing more than ten cubic yards of material should not be located with a downslope drainage length of less than 25 feet from the toe of the pile to a roadway or drainage channel. If remaining for more than seven days, they shall be stabilized by mulching, vegetative cover, tarps or other means. Erosion from piles which will be in existence for less than seven days shall be controlled by placing straw bales or silt fence barriers around the pile. In street utility repair or construction soil or dirt storage piles located closer than 25 feet of a roadway or drainage channel must be covered with tarps or suitable alternative control, if exposed for more than seven days, and the storm drain inlets must be protected with straw bale or other appropriate filtering barriers.~~

(b) ~~Surface water management criteria.~~ Surface water management criteria for permanent facilities are as follows:

(1) ~~An applicant shall install or construct, on or for the proposed land disturbing development activity, all surface water management facilities necessary to manage increased runoff so that the two year, ten-year and 100-year storm peak discharge rates existing before the proposed development shall not be increased and accelerated channel erosion will not occur as a result of the proposed land disturbing or development activity. An applicant may also make an in-kind or monetary contribution to the development and maintenance of community stormwater management facilities designed to serve multiple land disturbing and development activities undertaken by one or more persons, including the applicant.~~

(2) ~~The applicant shall give consideration to reducing the need for stormwater management facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales and depressions as they exist before development to the degree that they can accommodate the additional flow of water without compromising the integrity or quality of the wetland or pond.~~

(3) ~~The following surface water management practices shall be investigated in developing a surface water management plan in the following descending order of preference:~~

a. ~~Natural infiltration of precipitation on site;~~

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- b. — Flow attenuation by use of open vegetated swales and natural depressions;
 - c. — Stormwater retention facilities;
 - d. — Stormwater detention facilities.
- (4) — A combination of successive practices may be used to achieve the applicable minimum control requirements specified in subsection (a). Justification shall be provided by the applicant for the method selected.
- (5) — Volume control and pollutant management. Post-construction stormwater management requires significant attention to stormwater pollution mitigation practices, including limitations on volume, total suspended solids (TSS) and total phosphorus (TP) on both new construction and re-construction sites. These practices should seek to utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots and landscaped areas to the maximum extent practical to provide treatment for both water quantity and quality.

The following rules apply:

- a. — Green infrastructure techniques and practices (including, but not limited to, infiltration, evapotranspiration, reuse/harvesting, conservation design, urban forestry, and green roofs), shall be given preference as design options consistent with zoning, subdivision and planned unit development requirements.
- b. — New development projects shall achieve no net increase from pre-project conditions (on an annual average basis) of stormwater discharge volume; discharges of total suspended solids (TSS); and discharge of total phosphorus (TP). New developments that create one or more acres of new impervious surface shall manage stormwater volume and pollutants by infiltrating or retaining the first one inch of precipitation over the impervious surface of the site.
- c. — Redevelopment projects shall achieve a net reduction from pre-project conditions (on an annual average basis) of stormwater discharge volume; discharges of total suspended solids (TSS); and discharges of total phosphorus (TP). Redevelopments that create one or more acres of new and/or fully reconstructed impervious surfaces shall manage stormwater volume and pollutants by applying the new development treatment requirements in (b)(5)b. above to the net increase of impervious surfaces. Additional treatment must also be included to reduce the volume, TSS and TP loads from the existing impervious surfaces.
- d. — Infiltration prohibited. The use of infiltration techniques are prohibited when the infiltration structural stormwater BMP will receive discharges from, or be constructed in, the following areas:
 - 1. — Where industrial facilities are not authorized to infiltrate industrial stormwater under an NPDES/SDS Industrial Stormwater Permit.
 - 2. — Where vehicle fueling and maintenance occur.
 - 3. — Where less than three feet of separation from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock exists.
 - 4. — Where high levels of contaminants in soil or groundwater will be mobilized by infiltrating stormwater.
- e. — Infiltration restricted. The use of infiltration techniques will be restricted when the infiltration device will be constructed in areas:
 - 1. — With predominately hydrologic soil group D (clay) soils.
 - 2. — Within 1,000 feet up gradient, or 100 feet down gradient of active karst features.

3. ~~Within a drinking water supply management area (DWSMA) as defined in Minn. R. 4720.5100, subp. 13.~~

4. ~~Where soil infiltration rates are more than eight and three tenths inches per hour.~~

~~In these restricted areas, the city engineer may request additional information and/or testing to ensure that infiltration basins will perform properly and that groundwater is adequately protected.~~

f. ~~Roads and other linear projects. Road reconstruction projects, mill and overlay projects, sidewalk projects and trail projects that do not create one or more acres of new impervious surfaces are exempt from these stormwater requirements. These projects may be subject to other requirements.~~

g. ~~Exceptions. A lesser volume control standard on the site of the original construction activity may be applied, at the discretion of the city, under the following circumstances:~~

1. ~~The owner and/or operator of a construction activity is precluded from infiltrating stormwater due to limitations under (b)(5)d., e. or f., and~~

2. ~~The owner and/or operator of the construction activity implements volume reduction techniques, other than infiltration, on the site of the original construction activity that reduce stormwater discharge volume but may not meet the requirements of post-construction stormwater management.~~

h. ~~Mitigation. If the owner and/or operator of a construction activity believe that the requirements for TP and/or TSS cannot be met on the site of the original construction activity, the owner and/or operator must provide appropriate documentation to the city as support. Stormwater discharges that do not meet the TP and/or TSS standards on the site of the original construction activity may be mitigated off-site at the city's discretion. The proposed mitigation must meet the following criteria:~~

1. ~~Mitigation project areas should be selected in the following order of preference and in consultation and with approval by the city:~~

i. ~~Locations that yield benefits to the same receiving water that receives runoff from the original construction activity.~~

ii. ~~Locations within the same department of natural resource (DNR) catchment area as the original construction activity.~~

iii. ~~Locations in the next adjacent DNR catchment area up stream.~~

iv. ~~Locations within the city.~~

2. ~~Mitigation projects must involve the creation of new structural stormwater BMPs, the retrofit of existing structural stormwater BMPs, or the use of a properly designed regional structural stormwater BMP.~~

3. ~~Routine maintenance of structural stormwater BMPs required by this section cannot be used to meet mitigation requirements.~~

4. ~~Mitigation projects must be completed within 24 months after the start of the original construction activity.~~

5. ~~If the mitigation project is a private structural stormwater BMP and the city is not responsible for long-term maintenance of the project, the city will require written and recorded documentation of maintenance responsibilities.~~

i. ~~Maintenance of private structural stormwater BMPs. Any structural stormwater BMP that the city determines to be private shall meet the following requirements:~~

~~A) A permanent public easement shall be provided to the city for access for inspection and/or maintenance purposes. Costs incurred by the city for any maintenance of private systems will be billed and/or assessed to the owner/operator.~~

~~B) Recorded inspection and maintenance agreements that define inspection and maintenance responsibilities are required. A minimum annual inspection for private systems shall be required. These requirements are transferrable to any party that becomes the owner/operator of the site.~~

~~C) If site configurations or structural stormwater BMPs change, causing decreased BMP effectiveness, new or improved structural stormwater BMPs must be implemented to meet the requirements of this section.~~

(eb) *Design standards.* Stormwater detention facilities constructed in the city shall be designed according to the most current technology as reflected in the MPCA publication, "Protecting Water Quality in Urban Areas," and shall contain, at a minimum, the following design factors:

- (1) A permanent pond surface area equal to two percent of the impervious area draining to the pond, whichever amount is greater;
- (2) An average permanent pool depth of four to ten feet;
- (3) A permanent pool length-to-width ratio of three to one or greater;
- (4) A minimum protective shelf extending ten feet into the permanent pool with a slope of ten to one, beyond which slopes should not exceed three to one;
- (5) A protective buffer strip of vegetation surrounding the permanent pool at a minimum width of one rod (16.5 feet);
- (6) All stormwater detention facilities shall have a device to keep oil, grease and other floatable material from moving downstream as a result of normal operations;
- (7) Stormwater detention facilities for new development must be sufficient to limit peak flows in each subwatershed to those that existed before the development for the 100-year storm event. All calculations and hydrologic models/information used in determining peak flows shall be submitted along with the surface water management plan;
- (8) All stormwater detention facilities must have a forebay to remove coarse-grained particles prior to discharge into a watercourse or storage basin;
- (9) Ponds shall be designed so postdevelopment runoff is no greater than predevelopment runoff;
- (10) Where a detention pond site is sized or located such that it will impact or otherwise benefit other property or future subdivisions, a drainage service area shall be identified. All of the required detention pond site shall be dedicated to the city with the cost of that portion benefitting other developments to be reimbursed by the city to the developer at the time of completion and certification of the improvement. The cost shall be based on actual construction costs obtained by the city and shall be prorated to future developments within such drainage service area;
- (11) Where a detention pond site is required to be located outside of the development area that will contribute to the stormwater flow, the city may be requested to acquire and develop the pond site,

with the acquisition costs to be prorated to the developing property and to future development within the drainage service area.

(eb) *Wetlands.*

- (1) Runoff shall not be discharged directly into wetlands without pre-settlement of the runoff.
- (2) A protective buffer strip of natural vegetation at least 25 feet in width shall surround all wetlands.
- (3) Wetlands must not be drained or filled, wholly or partially, unless replaced by restoring or creating wetland areas of at least equal public value. Replacement must be guided by the following principles in descending order of priority:
 - a. Avoiding the direct or indirect impact of the activity that may destroy or diminish the wetland;
 - b. Minimizing the impact by limiting the degree or magnitude of the wetland activity and its implementation;
 - c. Rectifying the impact by repairing, rehabilitating or restoring the affected wetland environment;
 - d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the activity; and
 - e. Compensating for the impact by replacing or providing substitute wetland resources or environments.

(ec) *Steep slopes.* No land disturbing or development activities shall be allowed on slopes of 18 percent or more.

(fd) *Catch basins.* All newly installed and rehabilitated catch basins shall be provided with a sump area for the collection of coarse-grained material. Such basins shall be cleaned when they are half-filled with material.

(ge) *Drain leaders.* All newly constructed and reconstructed buildings will route drain leaders to pervious areas wherein the runoff can be allowed to infiltrate. The flow rate of water exiting the leaders shall be controlled so no erosion occurs in the pervious areas.

(hf) *Inspection and maintenance.* All stormwater management facilities shall be designed to minimize the need of maintenance, to provide access for maintenance purposes and to be structurally sound. All stormwater management facilities shall have a plan of operation and maintenance that ensures continued effective removal of pollutants carried in stormwater runoff. The city engineer, or designated representative, shall inspect all surface water management facilities during construction, during the first year of operation, and at least once every five years thereafter. The inspection records will be kept on file at the office of the city engineer for a period of six years. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the stormwater management facilities for inspection and maintenance purposes.

(ig) *Models/methodologies/computations.* For project sites one acre or larger, hydrologic models and design methodologies used for the determination of runoff and analysis of stormwater management structures shall be approved by the city engineer. Plans, specification and computations for stormwater management facilities submitted for review shall be sealed and signed by a registered professional engineer. All computations shall appear on the plans submitted for review, unless otherwise approved by the city engineer.

(jh) *Watershed management plans/groundwater management plans.* Surface water management plans shall be consistent with adopted watershed management plans and groundwater management plans prepared in accordance with Minn. Stat. §§ 103B.231 and 103B.255, respectively, and as approved by the state board of water and soil resources in accordance with state law.

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- (ki) *Easements.* If a surface water management plan involves direction of some or all runoff off of the site, it shall be the responsibility of the applicant to obtain from adjacent property owners any necessary easements or other property interests concerning flowage of water.
 - (hj) Failure to comply with any of the above requirements will result in the issuance of a stop work order halting construction until the project area is brought into compliance. Failure to remedy the situation within a reasonable time determined by the city engineer or designee will result in the issuance of a citation for violation of this section. Failure to have erosion and sediment control measures in place may also result in denial of a certificate of occupancy for the structure under construction.

(Ord. No. 693 2nd series, § 1, 4-28-2015)

State law reference(s)—Wetlands, Minn. Stat. § 103G.221 et seq.

Sec. 30-46. Illicit connection.

- (a) *Purpose/intent.* The purpose of this section is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This section establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this section are:

- (1) To regulate the contribution of pollutants to the MS4 by storm water discharges.
- (2) To prohibit illicit connections and discharges to the MS4.
- (3) To establish legal authority to carry out all inspection, surveillance, monitoring, and enforcement procedures necessary to ensure compliance with this section.

- (b) *Definitions.* For the purposes of this section, the following shall mean:

Authorized enforcement agency means employees or designees of the director of the municipal agency designated to enforce this section.

Best management practices (BMPs) means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction activity means activities subject to NPDES construction permits. These include construction projects resulting in land disturbance of one acre or more. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-storm water discharge to the storm drain system, except as exempted in subsection (h).

Illicit connections. An illicit connection is defined as either of the following:

Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency, or

Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by the city.

Industrial activity means activities subject to NPDES industrial storm water permits as defined in 40 CFR, Section 122.26(b)(14).

Municipal separate storm sewer system (MS4) means the system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the city and designed or used for collecting or conveying storm water, and that is not used for collecting or conveying sewage.

National Pollutant Discharge Elimination System (NPDES) storm water discharge permit means general, group, and individual storm water discharge permits which regulate facilities defined in federal NPDES regulations pursuant to the Clean Water Act. The Minnesota Pollution Control Agency (MPCA) has adopted general stormwater discharge permits, including but not limited to the general construction activity and general industrial activity permits.

Non-storm water discharge means any discharge to the storm drain system that is not composed entirely of storm water.

Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises means any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Storm drainage system means publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Storm water means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Storm water management plan means a document which describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable.

Wastewater means any water or other liquid, other than uncontaminated storm water, discharged from a facility.

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- (c) *Applicability.* This section shall apply to all water entering the storm drain system generated on any developed and undeveloped lands within the city, including any amendments or revisions thereto.
 - (d) *Responsibility for administration.* The public works department shall administer, implement, and enforce the provisions of this section. Any powers granted or duties imposed upon the public works department may be delegated in writing by the director of the public works department to persons or entities acting in the beneficial interest of or in the employ of the agency.
 - (e) *Compatibility with other regulations.* This section is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this section are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.
 - (f) *Severability.* The provisions of this section are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this section or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this section.
 - (g) *Ultimate responsibility.* The standards set forth herein and promulgated pursuant to this section are minimum standards; therefore this section does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants into waters of the state caused by said person. This section shall not create liability on the part of the city or any agent or employee thereof for any damages that result from any discharger's reliance on this section or any administrative decision lawfully made thereunder.
 - (h) *Discharge prohibitions.*
 - (1) *Prohibition of illegal discharges.* No person shall throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the MS4 any pollutants or waters containing any pollutants, other than storm water.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

- a. The following discharges are exempt from discharge prohibitions established by this section: water line flushing, landscape irrigation, diverted stream flows, rising ground waters, uncontaminated ground water infiltration, uncontaminated pumped ground water, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, springs, water from crawl space pumps, footing drains, lawn watering, individual residential car washing, flows from riparian habitats and wetlands, dechlorinated swimming pool discharges, and street wash water.
- b. Discharges or flow from firefighting, and other discharges specified in writing by the public works department as being necessary to protect public health and safety.
- c. Discharges associated with dye testing, however this activity requires a verbal notification to the public works department prior to the time of the test.
- d. The prohibition shall not apply to any non-storm water discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the United States Environmental Protection Agency (EPA), provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(2) *Prohibition of illicit connections.*

- a. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
 - b. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
 - c. A person is considered to be in violation of this section if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.
 - d. Improper connections in violation of this section must be disconnected and redirected, if necessary, to an approved onsite wastewater management system or the sanitary sewer system upon approval of the public works department.
 - e. Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system, shall be located by the owner or occupant of that property upon receipt of written notice of violation from the public works department requiring that such locating be completed. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the public works department.
- (i) *Watercourse protection.* Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, compost, grass clippings, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.
- (j) *Industrial or construction activity discharges—Submission of NOI to the city.*
- (1) Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the public works department prior to the allowing of discharges to the MS4.
 - (2) The operator of a facility, including construction sites, required to have an NPDES permit to discharge storm water associated with industrial activity shall submit a copy of the notice of intent (NOI) to the public works department at the same time the operator submits the original notice of intent to the EPA as applicable.
 - (3) The copy of the notice of intent may be delivered to the public works department either in person or by mailing it to:

Notice of Intent to Discharge Storm Water
City of Marshall
Attn: Director of Public Works
344 West Main Street
Marshall, MN 56258
 - (4) A person commits an offense if the person operates a facility that is discharging storm water associated with industrial activity without having submitted a copy of the notice of intent to do so to the public works department.

(k) *Compliance monitoring.*

- (1) *Right of entry—Inspection and sampling.* The public works department shall be permitted to enter and inspect facilities subject to regulation under this section as often as may be necessary to determine compliance with this section.
- a. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the public works department.
 - b. Facility operators shall allow the public works department ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
 - c. The public works department shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the public works department to conduct monitoring and/or sampling of the facility's storm water discharge.
 - d. The public works department has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.
 - e. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the public works department and shall not be replaced. The costs of clearing such access shall be borne by the operator.
 - f. Unreasonable delays in allowing the public works department access to a permitted facility is a violation of a storm water discharge permit and of this section. A person who is the operator of a facility with an NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the public works department reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this section.
- (2) *Search warrants.* If the public works department has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this section or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the public works department may seek issuance of a search warrant from any court of competent jurisdiction.

(l) *Requirement to prevent, control, and reduce storm water pollutants by the use of best management practices.*

- (1) *Authorization to adopt and impose best management practices.* The city will adopt requirements identifying best management practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the United States. The owner or operator of such activity, operation, or facility shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional

structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this subdivision. These BMPs shall be part of a storm water management plan (SWMP) as necessary for compliance with requirements of the NPDES permit.

- (2) *New development and redevelopment.* The city may adopt requirements identifying appropriate best management practices to control the volume, rate, and potential pollutant load of storm water runoff from new development and redevelopment projects as may be appropriate to minimize the generation, transport and discharge of pollutants. The city shall incorporate such requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions, and conditions of such land use entitlements and building permits as required herein and the city surface water management utility ordinance, chapter 78, article III.
- (3) *Responsibility to implement best management practices.* Notwithstanding the presence or absence of requirements promulgated pursuant [to] subsections (l)(1) and (2), any person engaged in activities or operations, or owning facilities or property which will or may result in pollutants entering storm water, the storm drain system or waters of the United States shall implement best management practices to the extent that they are technologically achievable to prevent and reduce such pollutants. The owner or operator of a commercial or industrial establishment shall provide reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses. Facilities to prevent accidental discharge of prohibited materials or other wastes shall be provided and maintained at the owner or operator's expense.
- (m) *Notification of spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the public works department in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the public works department within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least five years. Failure to provide notification of a release as provided above is a violation of this section.
- (n) *Violations, enforcement, and penalties.*
- (1) *Violations.* It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this section. Any person who has violated or continues to violate the provisions of this section, shall constitute a misdemeanor and shall be punished as set forth in this Code.
- In the event the violation constitutes an immediate danger to public health or public safety, the public works department is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The public works department is authorized to seek costs of the abatement as outlined in subsection (q).
- (2) *Warning notice.* When the public works department finds that any person has violated, or continues to violate, any provision of this section, or any order issued hereunder, the public works department may serve upon that person a written warning notice, specifying the particular violation believed to have

occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the warning notice in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the warning notice. Nothing in this subdivision shall limit the authority of the public works department to take any action, including emergency action or any other enforcement action, without first issuing a warning notice.

- (3) *Notice of violation.* Whenever the public works department finds that a person has violated a prohibition or failed to meet a requirement of this section, the public works department may order compliance by written notice of violation to the responsible person.
- a. The notice of violation shall contain:
1. The name and address of the alleged violator;
 2. The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;
 3. A statement specifying the nature of the violation;
 4. A description of the remedial measures necessary to restore compliance with this section and a time schedule for the completion of such remedial action;
 5. A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed;
 6. A statement that the determination of violation may be appealed to the city administrator by filing a written notice of appeal within seven days of the date of notice of violation; and
 7. A statement specifying that, should the violator fail to restore compliance within the established time schedule, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.
- b. Such notice may require without limitation:
1. The performance of monitoring, analyses, and reporting;
 2. The elimination of illicit connections or discharges;
 3. That violating discharges, practices, or operations shall cease and desist;
 4. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
 5. Payment of a fine to cover administrative and remediation costs; and
 6. The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by the city or a contractor designated by the director of public works and the expense thereof shall be charged to the violator.

- (4) *Administrative fines.* The city council may, by resolution, establish a schedule of administrative fines authorized by this section. The amount of the fine shall reflect the costs associated with inspection, notice and order, posting, and/or abatement of violations. Administrative fines shall be imposed according to the schedule adopted by the city council and may be imposed in addition to any criminal charges or fines or actual abatement costs.

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- (5) *Compensatory action.* In lieu of enforcement proceedings, penalties, and remedies authorized by this section, the public works department may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.
- (6) *Suspension of MS4 access.*
- a. *Emergency cease and desist orders.* When the public works department finds that any person has violated, or continues to violate, any provision of this section, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4 or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the public works department may issue an order to the violator directing it immediately to cease and desist all such violations and directing the violator to:
1. Immediately comply with all ordinance requirements; and
 2. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

Any person notified of an emergency order directed to it under this subdivision shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the public works department may take such steps as deemed necessary to prevent or minimize harm to the MS4 or waters of the United States, and/or endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The public works department may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the public works department that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this section. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the public works department within three days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

- b. *Suspension due to illicit discharges in emergency situations.* The public works department may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the public works department may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.
- c. *Suspension due to the detection of illicit discharge.* Any person discharging to the MS4 in violation of this section may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The public works department will notify a violator of the proposed termination of its MS4 access. The violator may petition the public works department for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this subdivision, without the prior approval of the public works department.

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- (7) *Criminal prosecution.* Any person that has violated or continues to violate this section shall be liable to criminal prosecution to the fullest extent of the law. Each act of violation and each day upon which any violation shall occur shall constitute a separate offense.
- (o) *Appeal of notice of violation.* Any person receiving a notice of violation may appeal the determination of the public works department. The notice of appeal must be filed with the office of the city administrator within seven days from the date of the notice of violation. A hearing on the appeal before the city administrator or his/her designee shall take place within 15 days from the date of filing of the notice of appeal. The decision of the city administrator or his/her designee shall be final.
- (p) *Enforcement measures after appeal.* If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within seven days of the decision of the municipal authority upholding the decision of the public works department, then representatives of the public works department shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.
- (q) *Cost of abatement of the violation.* Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 15 days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the city by reason of such violation. The liability shall be paid in not more than eight equal payments. Interest at the rate of six percent per annum shall be assessed on the balance beginning on the 50th day following discovery of the violation.

- (r) *Violations deemed a public nuisance.* In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this section is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.
- (s) *Remedies not exclusive.* The remedies listed in this section are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the public works department to seek cumulative remedies.

The city has the right to charge and assess violators for all costs to the city for damages from any discharge or other action in violation of the city ordinance or in violation of a permit issued by the city, including all attorney's fees, court costs, sampling and monitoring expenses, and other expenses associated with enforcement of this section. Administrative fines or other enforcement actions are not considered to be payment of these costs.

(Ord. No. 693 2nd series, § 1, 4-28-2015)



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Floodplain Management Ordinance Amendment – Chapter 38, Article II, Section 38-21 to Section 38-34 of the City Code of Ordinances – Introduce Ordinance and Call for Public Hearing.
Background Information:	<p>On March 15, 2022, the City received a Letter of Final Determination (LFD) from the Federal Emergency Management Agency (FEMA). The LFD explains that the Flood Insurance Rate Maps (FIRMs) and Lyon County Flood Insurance Study is complete and will become effective on September 15, 2022. In the City of Marshall, map panels 304, 308, and 312 were amended to reflect that the land that is protected by the 1963 levee is land that contains levees that are not accredited, and therefore are not shown to protect from the 1 percent-annual-chance flood.</p> <p>Now that our flood maps and insurance study have been amended, we are required to ensure that our floodplain management regulations meet Federal standards. Simply stated, our community must amend our floodplain ordinance or adopt a new floodplain ordinance prior to September 15, 2022 in order to continue participating in the National Flood Insurance Program (NFIP). The Minnesota Department of Natural Resources (MNDNR) has reached out to provide the City with a model floodplain ordinance that meets the Federal criteria.</p> <p>Included in the Council packet is the DNR model floodplain ordinance for Committee consideration.</p> <p><u><i>Further background information regarding our map updates:</i></u></p> <p>The 1963 levee is no longer considered to be a “provisionally-accredited levee” by FEMA. The 1963 levee is located southwest of Marshall, north of the Redwood River, north of BNSF RR tracks, and northwest of Victory Park (Wayside Rest). The levee is no longer provisionally-accredited by FEMA because the levee does not offer enough freeboard above design flood elevations to meet current standards. FEMA started conversations prior to our last FEMA map date (2010) regarding this pending loss of accreditation. Raising the levee to provide adequate freeboard to meet FEMA requirements would trigger necessary river modeling studies to determine no adverse effects downstream. By paying to model the river there would be no guarantee that we would be allowed to raise the 1963 levee.</p> <p>The loss of levee accreditation does not significantly affect flood insurance requirements for the property that is protected by this levee. This land was “Zone X” prior to the loss of accreditation, and it will remain “Zone X” following the loss of accreditation. Prior to this revision, the land was notated as receiving protection from a provisionally-accredited levee and that overtopping and failure may occur. The land</p>

	<p>was labeled Zone X with a threat of flooding with depths less than 1 foot. Now that the “provisional-status” has been removed, the land is simply noted that it is protected by a non-accredited levee and that flooding may occur. The Zone X now indicates that the land is an “area of 1% annual chance flood with average depths of less than 1 foot”. Essentially, the land has the exact same designation.</p> <p>This ordinance was presented to the Legislative & Ordinance Committee at their meeting on June 28, 2022.</p>
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council introduce the summary ordinance and complete ordinance and call for public hearing to be held on August 8, 2022 regarding proposed amendment to Chapter 38, Article II, Section 38-21 to Section 38-34 of the City Code of Ordinances.

SUMMARY ORDINANCE NO. 22-_____

**AN ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 38
RELATING TO FLOODPLAIN MANAGEMENT**

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

Section 1: City Code of Ordinances, Chapter 38-Floods, Article II-Floodplain Management, Section 38-21 to Section 38-34, are hereby amended in their entirety.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 22-_____.

It is hereby directed that only the above Title and Summary of Ordinance No. 22-_____ be published conforming to Minnesota Statutes §331A.01 with the following:

NOTICE

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

Section 3: These Ordinances shall take effect after their passage and summary publication.

Passed and adopted by the Common Council this 8th day of August, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Summary Ordinance Introduced on: July 26, 2022

Ordinance Introduced on: July 26, 2022

Final Passage on: August 8, 2022

Summary Ordinance Published in the Marshall Independent: _____

ORDINANCE NO. 22-____

AN ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 38
RELATING TO FLOODPLAIN MANAGEMENT

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

Section 1: City Code of Ordinances, Chapter 38-Floods, Article II-Floodplain Management, Section 38-21 to Section 38-34, are hereby amended in their entirety.

MARSHALL CITY CODE OF ORDINANCES
CHAPTER 38 FLOODS
ARTICLE 38-II FLOODPLAIN MANAGEMENT
DIVISION 38-II-1 GENERALLY

Section 38-21 Statutory Authorization, Findings Of Fact And Purpose

(a) **Statutory Authorization.** This floodplain ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F; Minnesota Rules, parts 6120.5000 – 6120.6200; the rules and regulations of the National Flood Insurance Program in 44 CFR § 59 to 78; and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.

(b) **Purpose.**

- (1) This ordinance regulates development in the flood hazard areas of the City of Marshall. These flood hazard areas are subject to periodic inundation, which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base. It is the purpose of this ordinance to promote the public health, safety, and general welfare by minimizing these losses and disruptions.
- (2) This ordinance is adopted in the public interest to promote sound land use practices, and floodplains are a land resource to be developed in a manner which will result in minimum loss of life and threat to health, and reduction of private and public economic loss caused by flooding.
- (3) This ordinance is adopted to maintain eligibility in the National Flood Insurance Program.
- (4) This ordinance is also intended to preserve the natural characteristics and functions of watercourses and floodplains in order to moderate flood and stormwater impacts, improve water quality, reduce soil erosion, protect aquatic and riparian habitat, provide recreational opportunities, provide aesthetic benefits and enhance community and economic development.

(b) **Abrogation and Greater Restrictions:** It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or other private agreements. The standards in this ordinance takes precedence over any less restrictive, conflicting local laws, ordinances, or codes. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

(c) **Warning and Disclaimer of Liability:** This ordinance does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. This ordinance does not create liability on the part of the City of Marshall or its officers or employees for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

(d) **Severability:** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

Section 38-22 Definitions

Unless specifically defined, words or phrases used in this ordinance must be interpreted according to common usage and so as to give this ordinance its most reasonable application.

Accessory structure means a structure, as defined in this ordinance, that is on the same parcel of property as, and is incidental to, the principal structure or use; an accessory structure specifically excludes structures used for human habitation.

Base flood means the flood having a one-percent chance of being equaled or exceeded in any given year. "Base flood" is synonymous with the term "regional flood" used in Minnesota Rules, part 6120.5000.

Base Flood Elevation (BFE) means the elevation of the base flood, regional flood, or one-percent annual chance flood. The term "base flood elevation" is used in the flood insurance study.

Basement means any area of a structure, including crawl spaces, having its floor subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.

Building - see *Structure*.

Channel means a natural or artificial depression of perceptible extent, with definite bed and banks to confine and conduct flowing water either continuously or periodically.

Conditional use means a land use or development that would not be appropriate generally, but may be allowed with appropriate restrictions upon a finding that certain conditions as detailed in the zoning ordinance exist, the use or development conforms to the comprehensive land use plan of the community, and the use is compatible with the existing neighborhood.

Critical facilities means buildings and structures that contain essential facilities and services necessary for emergency response and recovery, or that pose a substantial risk to the public in the event of failure, disruption of function, or damage by flooding. Specifically, this includes facilities identified as Flood Design Class 4 in *ASCE 24-14, Flood Resistant Design and Construction*, as amended. Examples include health care facilities, facilities required for emergency response, power generating stations, communications towers, or electrical substations.

Development means any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

Equal Degree of Encroachment means a method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

FEMA means Federal Emergency Management Agency.

Farm Fence means an open type of fence of posts and horizontally run wire, further specified in Minnesota Statutes, section 344.02, Subd. 1(a-d).

Flood means a temporary rise in the flow or water surface elevation of a stream, wetland, or lake that results in the inundation of normally dry areas.

Flood fringe means the portion of the one-percent annual chance floodplain located outside of the floodway. This district also includes any additional area encompassed by the horizontal extension of the RFPE, as described in Section 38-23(a)(3).

Flood Insurance Rate Map (FIRM) means an official map on which the Federal Insurance Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS) means the study referenced in Section 38-23(b) which is an examination, evaluation and determination of flood hazards, and if appropriate, corresponding surface elevations, or an examination, evaluation, and determination of mudslide (i.e. mudflow) and/or flood-related erosion hazards.

Flood prone area means any land susceptible to being inundated by water from any source.

Floodplain means the beds, channel and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the base flood.

Floodproofing means a combination of structural and non-structural additions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.

Floodway means the bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which are reasonably required to carry or store the base flood discharge without cumulatively increasing the water surface elevation more than one-half foot.

Light duty truck means any motor vehicle that has all three of the following:

- 8,500 pounds Gross Vehicle Weight Rating or less;
- vehicle curb weight of 6,000 pounds or less; and
- basic vehicle frontal area less than 45 square feet.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR § 60.3.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."

New construction means structures for which the start of construction commenced on or after the effective date of an adopted floodplain management regulation, and includes any subsequent improvements to such structures.

Principal structure means the main building or other structure on a lot that is utilized for the property's principal use.

Reach is a hydraulic engineering term to describe a longitudinal segment of a stream or river influenced by a natural or man-made obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.

Recreational vehicle means a vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. Those vehicles not meeting this definition shall be considered a structure for the purposes of this ordinance. For the purposes of this ordinance, the term recreational vehicle is synonymous with the term "travel trailer/travel vehicle."

Regulatory Flood Protection Elevation (RFPE) means an elevation that is one foot above the elevation of the base flood plus any increases in the water surface elevation caused by encroachments on the floodplain that result from designation of a floodway. These increases in water surface elevations are typically identified in the Floodway Data Tables, found in the Flood Insurance Study.

Regulatory floodplain means the geographic limits of the flood hazard areas regulated through this ordinance, which includes the areas adjoining a wetland, lake or watercourse that have been or hereafter may be covered by the Regulatory Flood Protection Elevation (RFPE) (as illustrated in Figure 2).

Repetitive loss means flood related damages sustained by a structure on two separate occasions during a ten year period for which the cost of repairs at the time of each such flood event on the average equals or exceeds 25% of the market value of the structure before the damage occurred.

Stage increase means any increase in the water surface elevation during the one-percent annual chance flood caused by encroachments on the floodplain.

Start of construction includes substantial improvement, and means the date the permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways;

does it include excavation for a basement, footings, piers, foundations, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. Recreational vehicles not considered travel ready, as detailed in Section 38-30(b)(2), shall also be considered a structure for the purposes of this ordinance.

Subdivision means land that has been divided for the purpose of sale, rent, or lease, including planned unit developments.

Substantial damage means damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures that have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either (a) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or (b) any alteration of a “historic structure,” provided that the alteration will not preclude the structure’s continued designation as a “historic structure.” For the purpose of this ordinance, “historic structure” is defined in 44 CFR § 59.1.

Variance means the same as that defined in 44 CFR § 59.1 and Minnesota Statutes, Section 462.357, Subd. 6(2).

Watercourse means a channel in which a flow of water occurs either continuously or intermittently in a definitive direction. The term applies to either natural or artificially constructed channels.

Section 38-23 Jurisdiction and Districts

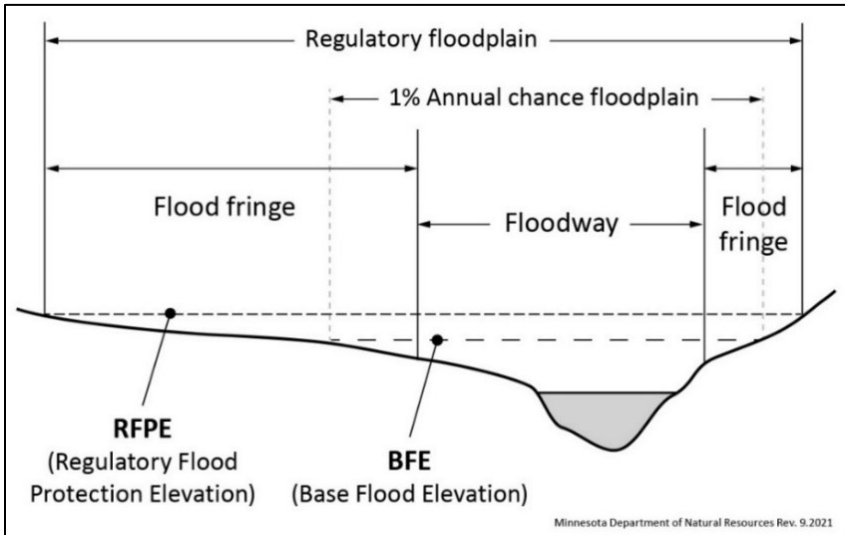
- (a) **Lands to Which Ordinance Applies.** This ordinance applies to all lands within the jurisdiction of the City of Marshall within the boundaries of the Floodway, Flood Fringe and General Floodplain Districts.
- (1) The Floodway, Flood Fringe or General Floodplain Districts are overlay districts. The standards imposed in the overlay districts are in addition to any other requirements. In case of a conflict, the more restrictive standards will apply.
 - (2) Where a conflict exists between the floodplain limits illustrated on the official floodplain maps and actual field conditions (as illustrated in Figure 1), the Base Flood Elevation (BFE) shall be the governing factor in locating the outer boundaries of the one-percent annual chance floodplain.

Figure 1: The mapped floodplain may not always align with on-the-ground contour elevations.



- (3) The regulatory limits of the district boundaries shall be further extended outward based on the horizontal extension of the Regulatory Flood Protection Elevation (RFPE) (Figure 2).

Figure 2: Horizontal extension of the Regulatory Flood Protection Elevation (RFPE)



- (4) Persons contesting the location of the district boundaries will be given a reasonable opportunity to present their case to the [Planning Commission/Board of Adjustment] and to submit technical evidence.

(b) **Incorporation of Maps by Reference.** The following maps together with all attached material are hereby adopted by reference and declared to be a part of the Official Zoning Map and this ordinance.

- Flood Insurance Study
 - Flood Insurance Study for Lyon County Unincorporated Areas, dated 9/15/2022
- Flood Insurance Rate Map panels enumerated below:
 - Lyon County panel 27083C0304E, dated 9/15/2022
 - Lyon County panel 27083C0305D, dated 11/26/2010
 - Lyon County panel 27083C0306D, dated 11/26/2010
 - Lyon County panel 27083C0307D, dated 11/26/2010
 - Lyon County panel 27083C0308E, dated 9/15/2022
 - Lyon County panel 27083C0309D, dated 11/26/2010
 - Lyon County panel 27083C0312E, dated 9/15/2022
 - Lyon County panel 27083C0316D, dated 11/26/2010
 - Lyon County panel 27083C0317D, dated 11/26/2010
 - Lyon County panel 27083C0330D, dated 11/26/2010

(c) **Districts**

- (1) Floodway District. Those areas within Zones AE delineated within floodway areas as shown on the Flood Insurance Rate Maps referenced in Section 38-23(b).
- (2) Flood Fringe District. Those areas within Zones AE on the Flood Insurance Rate Maps referenced in Section 38-23(b), but located outside of the floodway, as well as those areas of 1% annual chance of flood with average depth less than one foot. This district also includes any additional area encompassed by the Regulatory Floodplain.
- (3) General Floodplain District. Those areas within Zone A areas that do not have a floodway delineated as shown on the Flood Insurance Rate Maps referenced in Section 38-23(b). This district also includes any additional area encompassed by the Regulatory Floodplain.

- (d) **Annexations.** The Flood Insurance Rate Map panels referenced in Section 38-23(b) may include floodplain areas that lie outside of the corporate boundaries of the City of Marshall at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of Marshall after the date of adoption of this ordinance, the newly annexed floodplain lands will be subject to the provisions of this ordinance immediately upon the date of annexation. Annexations into panels not referenced in Section 38-23(b) require ordinance amendment in accordance with Section 38-34.

Section 38-24 Requirements for All Floodplain Districts

- (a) **Permit Required.** A permit must be obtained from the Zoning Administrator to verify compliance with all applicable standards outlined in this ordinance prior to the following uses or activities:
- (1) The erection, addition, modification, rehabilitation, repair, or alteration of any building, structure, or portion thereof. Normal maintenance requires a permit to determine if such work, either separately or in conjunction with other planned work, constitutes a substantial improvement, as specified in Section 38-32(a)(3).
 - (2) The construction of a fence, pool, deck, or placement of anything that may cause a potential obstruction. Farm fences, as defined in Section 38-22 of this ordinance, are not considered to be an obstruction, and as such, do not require a permit.
 - (3) The change or expansion of a nonconforming use.
 - (4) The repair of a structure that has been damaged by flood, fire, tornado, or any other source.
 - (5) The placement of fill, excavation, utilities, on-site sewage treatment systems, or other service facilities.
 - (6) The storage of materials or equipment, in conformance with Section 38-24(c)(2).
 - (7) Relocation or alteration of a watercourse (including stabilization projects or the construction of new or replacement dams, culverts and bridges). A local permit is not required if a public waters work permit has been obtained from the Department of Natural Resources, unless a significant area above the ordinary high water level is also to be disturbed.
 - (8) Any other type of "development," as defined in Section 38-22 of this ordinance.
- (b) **No Permit Required.** Certain uses or activities may be exempt from obtaining a permit, such as planting a garden, farming, or other obviously insignificant activities such as putting up a mailbox or flagpole. The continuation of existing uses, when the associated activities do not encroach further on the regulatory floodplain or trigger associated standards in this ordinance, do not require a permit.
- (c) **Minimum Development Standards.**
- (a) All development must:
- (1) Be designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - (2) Be constructed with materials and equipment resistant to flood damage;
 - (3) Be constructed by methods and practices that minimize flood damage;
 - (4) Be constructed with heating, ventilation, duct work, and air conditioning equipment and other service facilities elevated at least up to the Regulatory Flood Protection Elevation (RFPE). Water, sewage, electrical, and other utility lines below the RFPE shall be constructed so as to prevent water from entering or accumulating within them during conditions of flooding;

- (5) Be reasonably safe from flooding and consistent with the need to minimize flood damage within the flood-prone area;
 - (6) Be assured to provide adequate drainage to reduce exposure to flood hazards;
 - (7) Not be detrimental to uses in adjoining areas; and
 - (8) Not adversely affect the efficiency or restrict the flood carrying capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system.
- (b) Materials that, in time of flooding, are buoyant, flammable, explosive, or could be injurious to human, animal, or plant life shall be stored at or above the Regulatory Flood Protection Elevation (RFPE), floodproofed, or protected by other measures as approved by the Zoning Administrator. Storage of materials likely to cause pollution of the waters, such as sewage; sand; rock; wrecked and discarded equipment; dredged spoil; municipal, agricultural or industrial waste; and other wastes as further defined in Minnesota Statutes, section 115.01, are prohibited unless adequate safeguards approved by the Minnesota Pollution Control Agency are provided. For projects not requiring approvals by the Minnesota Pollution Control Agency, adequate safeguards must be approved by the Zoning Administrator prior to issuance of a permit.
- (c) Critical facilities are to be located so that the lowest floor is not less than two feet above the Base Flood Elevation (BFE), or the 0.2% annual chance flood elevation, whichever is higher.

Table 1. Summary of Permitting Requirements for Structures

Structure Type	Floodway	Flood Fringe	Standards*
Accessory Structures – on fill	Only specific uses and types allowed – with CUP	Allowed with Permit	38-26(b)(1)a, via 38-26(3)d.2.
Accessory Structures – Alt. Elevation Methods	Only specific uses and types allowed – with CUP	Allowed with Permit	38-26(b)(2)b, via 38-26(b)(3)d.3.
Accessory Structures – Wet Floodproofing	Only specific uses and types allowed – with CUP	Allowed with Permit	38-26(b)(3)d.1.
Accessory Structures – Dry (watertight) Floodproofing	Only specific uses and types allowed – with CUP	Allowed with Permit	38-26(b)(2)c., via 38-26(b)(3)d.4.
Residential – on fill	Not allowed	Allowed with Permit	38-26(b)(1)a
Residential – Alt. Elevation Methods	Not allowed	Allowed with CUP	38-26(b)(2)a or b via 38-26(d)(1)
Residential – Basement Construction below RFPE	Not allowed	Only outside of 1% annual chance floodplain – with CUP	38-26(d)(2)
Residential – Dry (watertight) Floodproofing	Not allowed	Only outside of 1% annual chance floodplain – with CUP	38-26(b)(2)c., via 38-26(d)(2)
Non-Residential – on fill	Not allowed	Allowed with Permit	38-26(b)(1)a, via 38-26(b)(2)a
Non-Residential – Alt. Elevation Methods	Not allowed	Allowed with Permit	38-26(b)(2)b
Non-Residential – Dry (watertight) Floodproofing	Not allowed	Allowed with Permit	38-26(b)(2)c.
Non-residential – Basement Construction below RFPE	Not allowed	Only outside of 1% annual chance floodplain – with CUP	38-26(d)(2)

**Note - many of these standards are cross-referenced to avoid duplication*

Section 38-25 Floodway District

(a) **Permitted Uses in Floodway.** Development allowed in the floodway district is limited to that which has low flood damage potential and will not obstruct flood flows, increase velocities, or increase the water surface elevations of the one-percent annual chance flood. The following uses and activities may be allowed with a permit, subject to the standards in Section 38.25(b), if allowed in the underlying zoning district:

- (1) Agricultural uses, recreational uses, parking lots, loading areas, airport landing strips, water control structures, navigational facilities, as well as public open space uses.
- (2) Roads, railroads, trails, bridges, and culverts.

- (3) Public utility facilities and water-oriented industries which must be in or adjacent to watercourses.
- (4) Grading, filling, land alterations, and shoreline stabilization projects.
- (5) No structures, as defined in Section 38-22, are allowed in the Floodway District, except structures accessory to the uses detailed in Sections 38-25(a)(1) and 38-25(c)(1), which require a CUP under Section 38.25(c)(2).
- (6) Levees or dikes intended to protect agricultural crops for a flood event equal to or less than the 10-percent annual chance flood event.

(b) **Standards for Permitted Uses in Floodway.** In addition to the applicable standards detailed in Section 38.24:

- (1) The applicant must demonstrate that the development will not result in any of the following during the one-percent chance flood: cause a stage increase of 0.00 feet or greater, obstruct flood flows, or increase velocities. As part of this demonstration, the applicant shall document that there will not be any stage increase through hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices (e.g. projects that restore the site to the previous cross-sectional area). This is commonly documented through a “no-rise certification.”
- (2) Any development that would result in a stage increases greater than 0.00 feet may only be allowed with a permit if the applicant has applied for and received approval for a Conditional Letter of Map Revision (CLOMR) in accordance with 44 CFR § 65.12. Map revisions must follow the procedures in Sections 38-31(a)(5) and 38-34.
- (3) Any development resulting in decreases to the water surface elevation of the base flood identified in the Flood Insurance Study requires a Letter of Map Revision (LOMR) following the procedures in Sections 38-31(a)(5) and 38-34.
- (4) Any development in the beds of public waters that will change the course, current or cross section is required to obtain a public waters work permit in accordance with Minnesota Statutes, section 103G.245 or a utility crossing license in accordance with Minnesota Statutes, section 84.415, from the Department of Natural Resources, or demonstrate that no permit is required, before applying for a local permit.
- (5) Any facility used by employees or the general public must be designed with a flood warning system acceptable to the Zoning Administrator that provides adequate time for evacuation, or be designed to ensure that within the area inundated during the base flood event, the depth (in feet) multiplied by the velocity (in feet per second) is less than four.
- (6) Fill and other land alteration activities must offer minimal obstruction to the flow of flood waters, and be protected from erosion and sediment entering surface waters by the use of vegetative cover, riprap or other methods as soon as possible.

(c) **Conditional Uses in Floodway.** The following uses and activities may be permitted as conditional uses, subject to the standards detailed in Sections 38-25(d) and 38-31(c), if otherwise allowed in the underlying zoning district:

- (1) Commercial extractive uses, and storage and stockpiling yards.
- (2) Structures accessory to uses detailed in Sections 38-25(a)(1) and 38-25(c)(1).

(d) **Standards for Conditional Uses in Floodway.** In addition to the applicable standards detailed in Sections 38-24, 38-25(b) and 38-31(c):

- (1) Extractive uses and storage of materials require the completion of a site development and restoration plan, to be approved by the City of Marshall.
- (2) Accessory Structures. Structures accessory to the uses detailed in Sections 38-25(a)(1) and 38-25(c)(1) must be constructed and placed so as to offer a minimal obstruction to the flow of flood waters, and are subject to the standards in Section 38-26(b)(3) of this ordinance.

Section 38-26 Flood Fringe District

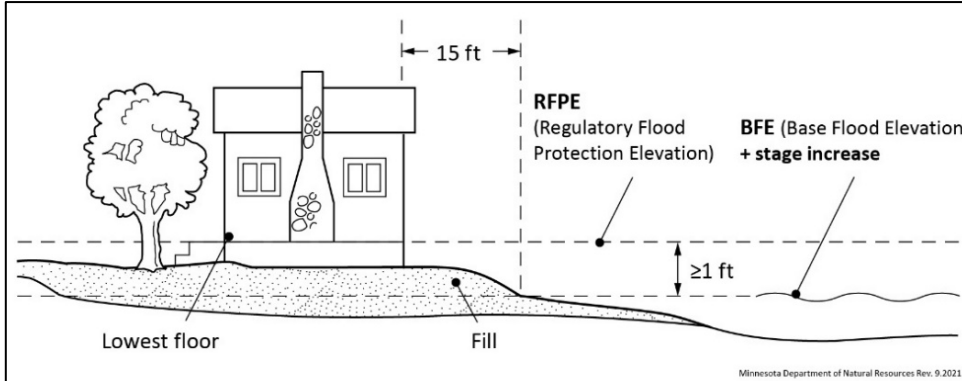
(a) **Permitted Uses in Flood Fringe.** Any uses or activities allowed in any applicable underlying zoning districts may be allowed with a permit, subject to the standards set forth in Section 38-26(b)(3), provided it does not constitute a public nuisance.

(b) **Standards for Permitted Uses in Flood Fringe.** In addition to the applicable standards detailed in Section 38-24:

- (1) Residential Structures.

- a. Elevation on Fill. All structures to be erected, constructed, reconstructed, altered, or moved on fill within the Flood Fringe District shall be placed so that the lowest floor, as defined in Section 38-22 of this ordinance, is elevated at or above the Regulatory Flood Protection Elevation (RFPE). The finished fill elevation shall be at or above the elevation associated with the base flood plus any stage increases that result from designation of a floodway. Fill must extend at the same elevation at least 15 feet beyond the outside limits of the structure. Elevations must be certified by a registered professional engineer, land surveyor or other qualified person designated by the Zoning Administrator. Elevation methods alternative to these fill standards are subject to a Conditional Use Permit, as provided in Section 38-26(c)(2) of this ordinance (Figure 3).

Figure 3: Overview of fill standards for residential structures.



- (2) Nonresidential Principal Structures. Nonresidential principal structures must meet one of the following construction methods:
 - a. Elevation on Fill. Structures may be elevated on fill, meeting the standards in Section 38 26(b)(1)a of this ordinance. Fill for nonresidential structures is not required to be extended 15 feet beyond the outside limits of the structure.
 - b. Alternative Elevation Methods. Structures may have their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) using methods alternative to the fill standards in Section 38-26(b)(1)a of this ordinance. Such methods include the use of blocks, pilings (Figure 4), filled stem walls (Figure 5), or internally-flooded enclosed areas (Figure 6) such as crawl spaces, attached garages, or tuck under garages.

Figure 4. Blocks or pilings

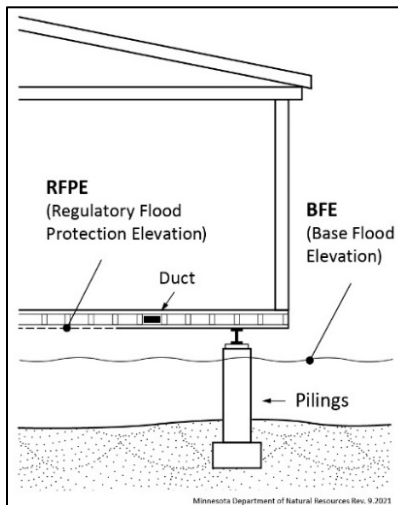


Figure 5. Filled stem wall

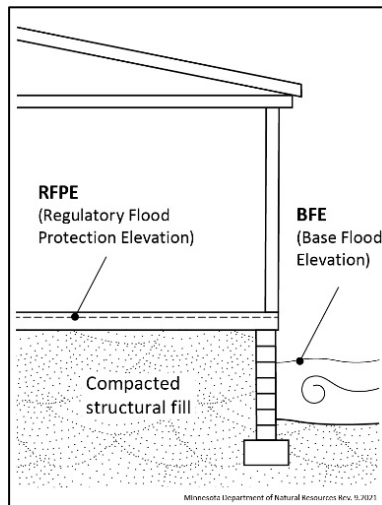
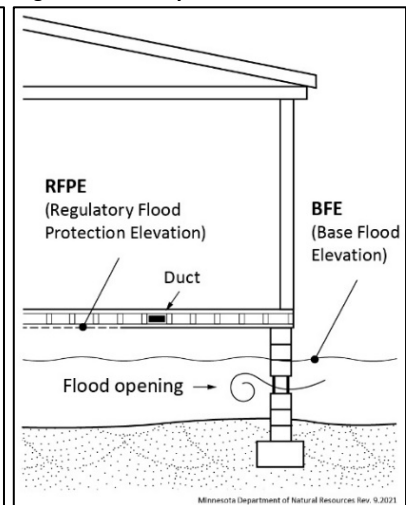


Figure 6. Internally flooded enclosed area



Designs accommodating for internally-flooded enclosed areas must be certified by a registered professional engineer or architect, or meet or exceed the standards detailed in *FEMA Technical Bulletin 1*, as amended, as well as the following standards:

1. The floor of the enclosed area must be at or above the exterior grade on at least one side of the structure.
2. To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings below the base flood elevation on at least two sides of the structure. The bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for

every square foot of enclosed area subject to flooding, have a net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.

3. Internally flooded enclosed areas shall only be used for the parking of vehicles, building access, or storage. Such areas shall be subject to a deed-restricted non-conversion agreement or periodic inspections with the issuance of any permit.
 - c. Dry Floodproofing. Structures having watertight enclosed basements or spaces below the Regulatory Flood Protection Elevation (RFPE) must meet the following standards:
 1. Walls must be substantially impermeable to the passage of water, with structural components having the capacity of resisting hydrostatic and hydrodynamic loads and effects of buoyancy, at least up to the Regulatory Flood Protection Elevation (RFPE);
 2. Must meet the standards of FEMA Technical Bulletin 3, as amended; and
 3. A registered professional engineer or architect shall be required to certify that the design and methods of construction meet the standards detailed in this Section.
- (3) Accessory Structures. All accessory structures must meet the following standards:
- a. Structures shall not be designed or used for human habitation.
 - b. Structures will have a low flood damage potential.
 - c. Structures with fewer than two rigid walls, such as carports, gazebos, and picnic pavilions, may be located at an elevation below the Regulatory Flood Protection Elevation.
 - d. Structures with two or more rigid walls, must meet one of the following construction methods:
 1. Wet Floodproofing. Structures may be floodproofed in a way to accommodate internal flooding. Such structures shall constitute a minimal investment not to exceed 576 square feet in size, one-story in height, and shall only be used for parking and storage. To allow for the equalization of hydrostatic pressure, there shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one foot above grade. The openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding, and shall allow automatic entry and exit of floodwaters without human intervention.
 2. Elevation on Fill. Structures may be elevated on fill, meeting the standards in Section 38-26(b)(1)a of this ordinance. Fill is not required to be extended 15 feet beyond the outside limits of the structure.
 3. Alternative Elevation Methods. Structures may have their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) through methods alternative to the fill standards in Section 38-26(b)(3)2., meeting the standards in Section 38-26(b)(2)b of this ordinance.
 4. Dry Floodproofing. Structures may be dry-floodproofed, or watertight, meeting the standards in Section 38-26(b)(2)c of this ordinance.
- (4) Fill. The cumulative placement of fill or other materials for any purpose, up to 1,000 cubic yards, is permitted. Additional fill over 1,000 cubic yards is only permitted if the fill is specifically intended to elevate a structure in accordance with Section 38-26(b)(1) or 38-26(b)(2)a of this ordinance, or for a transportation project in accordance with Section 38-29(a). Fill over 1,000 cubic yards for purposes other than elevating a structure requires a conditional use permit as provided in Section 38-26(c)(2). Materials must be protected from erosion, discharge, and sediment entering surface waters by the use of vegetative cover or other methods as soon as possible.
- (5) All new principal structures must provide for vehicular access no lower than one foot below the Base Flood Elevation (BFE), unless a flood warning/emergency evacuation plan has been approved by the City of Marshall.
- (6) Any facilities used by employees or the general public must be designed with a flood warning system acceptable to the City of Marshall that provides adequate time for evacuation, or be designed to ensure that within the area inundated during the base flood event, the depth (in feet) multiplied by the velocity (in feet per second) is less than four.
- (7) Manufactured homes and recreational vehicles must meet the standards of Section 38-30 of this ordinance.

- (c) **Conditional Uses in Flood Fringe.** The following uses and activities may be permitted as conditional uses, subject to the standards in Sections 38-26(d) and 38-31(c), if otherwise allowed in the underlying zoning district:
- (1) Alternative Elevation Methods – Residential Structures. Residential structures with their lowest floor elevated above the Regulatory Flood Protection Elevation (RFPE) using methods alternative to the fill requirements in Section 38-26(b)(1).
 - (2) Fill. The cumulative placement of more than 1,000 cubic yards of fill or other materials, when the fill is not being used to elevate a structure or for a transportation project in accordance with Section 38-29(a).
- (d) **Standards for Conditional Uses in Flood Fringe.** In addition to the applicable standards detailed in Sections 38-24, 38-26(b) and 38-31(b):
- (1) All residential structures with lowest floors elevated through alternative elevation methods must meet the standards for nonresidential structures in Section 38-26(b)(2)a or (b)(2)b of this ordinance.
 - (2) The placement of more than 1,000 cubic yards of fill or other materials (other than for the purpose of elevating a structure to the RFPE) must comply with a site development and restoration plan approved by the Zoning Administrator. The plan must detail the anticipated topographic alterations and identify actions to be taken to mitigate environmental impacts, particularly erosion.

Section 38-27 General Floodplain District

(a) **Permitted Uses in General Floodplain District**

- (1) The uses listed in the Floodway District, Section 38-25, of this ordinance are allowed with a permit or Conditional Use Permit. Development is also subject to the standards provided in this section.
- (2) All other uses are subject to a floodway/flood fringe determination as provided in Section 38-27(d), in addition to the standards provided in this section. Permitted uses shall be determined as follows:
 - a. If the development is determined to be in the Floodway District, Section 38-25 applies.
 - b. If the development is determined to be in the Flood Fringe District, Section 38-26 applies.

(b) **Standards for Determining Flood Elevations**

- (1) All development requires a determination of the Base Flood Elevation (BFE). Exceptions to this requirement include projects that restore the site to the previous cross-sectional area, such as shore stabilization or culvert replacement projects. Base Flood Elevations (BFE) may be found using best available data from any Federal, State, or other source (including MNDNR's Lake & Flood Elevations Online (LFEO) Viewer).
- (2) The Regulatory Flood Protection Elevation (RFPE) can be determined by assuming a one-half (0.5) foot stage increase to accommodate for future cumulative impacts. A stage increase does not need to be assumed along lakes, wetlands, and other basins that are not affected by velocities.

(c) **Encroachment Analysis**

- (1) Encroachments due to development may not allow stage increases more than one-half (0.5) foot at any point. This evaluation must include the cumulative effects of previous encroachments, and must be documented with hydrologic and hydraulic analysis performed by a professional engineer, or using other standard engineering practices. A lesser water surface elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result.

(d) **Standards for the Analysis of Floodway Boundaries**

- (1) Requirements for Detailed Studies. Any development, as requested by the Zoning Administrator, shall be subject to a detailed study to determine the Regulatory Flood Protection Elevation (RFPE) and the limits of the Floodway District. This determination must be consistent with the minimum standards for hydrologic and hydraulic mapping standards and techniques, as detailed in Minnesota Rules, part 6120.5600, Subp. 4 and *FEMA Guidelines and Standards for Flood Risk Analysis and Mapping*, as revised. Additionally:
 - a. A regulatory floodway necessary to carry the discharge of the one-percent annual chance flood must be selected without increasing the water surface elevation more than one-half (0.5) foot at any point. This determination should include the cumulative effects of previous encroachments. A lesser water surface

elevation increase than one-half (0.5) foot is required if, due to the water surface level increase, increased flood damages would potentially result; and

- b. An equal degree of encroachment on both sides of the stream within the reach must be assumed in computing floodway boundaries, unless topography, existing development patterns, and comprehensive land use plans justify a modified approach, as approved by the Department of Natural Resources.
- (2) Other Acceptable Methods. For areas where a detailed study is not available or required:
- a. Development prohibited in floodways (e.g. most buildings) requires a floodway/flood fringe determination to verify the development is within the flood fringe. This determination must be done by a professional engineer or utilize other accepted engineering practices. The Department of Natural Resources may also provide technical assistance and must approve any alternative methods used to determine floodway boundaries.

Section 38-28 Subdivision Standards

- (a) **Subdivisions.** All subdivisions must meet the following requirements. Manufactured home parks and recreational vehicle parks or campgrounds are considered subdivisions under this ordinance.
- (1) No land may be subdivided which is unsuitable for reasons of flooding or inadequate drainage, specifically:
 - a. All lots within the floodplain districts must be able to contain a building site outside of the Floodway District at or above the Regulatory Flood Protection Elevation (RFPE); and
 - b. The subdivision must be designed to provide adequate drainage to reduce exposure to flood hazards within the development and not increase runoff to adjoining areas.
 - (2) Subdivision of lands within the floodplain districts may not be approved if the cost of providing governmental services would impose an unreasonable economic burden on the City of Marshall.
 - (3) All subdivisions must have vehicular access both to the subdivision and to the individual building sites no lower than two feet below the Regulatory Flood Protection Elevation (RFPE), unless a flood warning/emergency evacuation plan has been approved by the City of Marshall.
 - (4) The Floodway and Flood Fringe District boundaries, the Regulatory Flood Protection Elevation (RFPE) and the required elevation of all access roads must be clearly labeled on all required subdivision drawings and platting documents.

Section 38-29 Railroads, Roads, Bridges, and Public And Private Utilities And Service Facilities

- (a) **Public Transportation Facilities.** Railroad tracks, roads, and bridges must be elevated to the Regulatory Flood Protection Elevation (RFPE) where such facilities are essential to the orderly functioning of the area, or where failure or interruption would result in danger to public health or safety. Minor or auxiliary roads or railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety. All public transportation facilities should be designed to minimize increases in flood elevations.
- (b) **Public Utilities.** All utilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain must be elevated and/or floodproofed to the Regulatory Flood Protection Elevation (RFPE), be located and constructed to minimize or eliminate flood damage, and be designed to eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters. All public utilities should be designed to minimize increases in flood elevations. New solid waste management facilities, as defined in Minnesota Rules, part 7035.0300, are prohibited in the one-percent annual chance floodplain. Water supply systems are subject to the provisions in Minnesota Rules, part 4725.4350.
- (c) **Private On-site Water Supply, Individual Sewage Treatment Systems, and other Service Facilities.** Private facilities shall be subject to applicable provisions detailed in Section 38-29(b). In addition, new or replacement on-site sewage treatment systems are to be located to avoid impairment to them or contamination from them during times of flooding, shall not be located in a designated floodway, and are subject to the provisions in Minnesota Rules, parts 7080.2270.

Section 38-30 Manufactured Homes and Recreational Vehicles

- (a) **Manufactured Homes.** Manufactured homes and manufactured home parks are subject to applicable standards for each floodplain district. In addition:

- (1) New and replacement manufactured homes must be placed and elevated in compliance with Section 38-26 of this ordinance and must be securely anchored to a system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors.
 - (2) New manufactured home parks and expansions to existing manufactured home parks must meet the appropriate standards for subdivisions in Section 38-28 of this ordinance.
- (b) **Recreational Vehicles.** New recreational vehicle parks or campgrounds and expansions to existing recreational vehicle parks or campgrounds are prohibited in any floodplain district. Recreational vehicles placed in existing recreational vehicle parks, campgrounds or lots of record in the floodplain must either:
- (1) Meet the requirements for manufactured homes in Section 38-30(a), or
 - (2) Be travel ready, meeting the following criteria:
 - a. The vehicle must be fully licensed.
 - b. The vehicle must be ready for highway use, meaning on wheels or the internal jacking system, attached to the site only by quick disconnect type utilities.
 - c. No permanent structural type additions may be attached to the vehicle.
 - d. Accessory structures may be permitted in the Flood Fringe District, provided they do not hinder the removal of the vehicle should flooding occur, and meet the standards outlined in Sections 38-24 and 38-26(b)(3).

Section 38-31 Administration

- (a) **Duties.** A Zoning Administrator or other official must administer and enforce this ordinance.
- (1) **Permit Application Requirements.** Permit applications must be submitted to the Zoning Administrator. The permit application must include the following, as applicable:
 - a. A site plan showing all existing or proposed buildings, structures, service facilities, potential obstructions, and pertinent design features having an influence on the permit.
 - b. Location and detail of grading, fill, or storage of materials.
 - c. Copies of any required local, state or federal permits or approvals.
 - d. Other relevant information requested by the Zoning Administrator as necessary to properly evaluate the permit application.
 - (2) **Recordkeeping.** The Zoning Administrator must maintain applicable records in perpetuity documenting:
 - a. All certifications for dry floodproofing and alternative elevation methods, where applicable.
 - b. Analysis of no-rise in the Floodway District, as detailed in Section 38-25(b)(1), and encroachment analysis ensuring no more than one-half foot of rise in the General Floodplain District, as detailed in Sections 38-27(b)(2) and (c)(1).
 - c. Final elevations, as applicable, detailing the elevation to which structures and improvements to structures are constructed or floodproofed. Elevations shall be determined by an engineer, architect, surveyor or other qualified individual, as approved by the Zoning Administrator.
 - d. Substantial damage and substantial improvement determinations, as detailed in Section 38-32(a)(3), including the cost of improvements, repairs, and market value.
 - e. All variance actions, including justification for their issuance, and must report such variances as requested by the Federal Emergency Management Agency.
 - (3) **Certificate of Zoning Compliance for a New, Altered, or Nonconforming Use.** No building, land or structure may be occupied or used in any manner until a certificate of zoning compliance has been issued by the Zoning Administrator stating that the finished fill and building floor elevations or other flood protection measures are in compliance with the requirements of this ordinance.
 - (4) **Notifications for Watercourse Alterations.** Before authorizing any alteration or relocation of a river or stream, the Zoning Administrator must notify adjacent communities. If the applicant has applied for a permit to work in public

waters in accordance with Minnesota Statutes, section 103G.245, this will suffice as adequate notice. A copy of the notification must also be submitted to FEMA.

- (5) Notification to FEMA When Physical Changes Increase or Decrease Base Flood Elevations. Where physical changes affecting flooding conditions may increase or decrease the water surface elevation of the base flood, the City of Marshall must notify FEMA of the changes in order to obtain a Letter of Map Revision (LOMR), by submitting a copy of the relevant technical or scientific data as soon as practicable, but no later than six months after the date such supporting information becomes available.

(b) Variances

- (1) Variance Applications. An application for a variance to the provisions of this ordinance will be processed and reviewed in accordance with Minnesota Statutes, section 462.357, Subd. 6(2) and this ordinance.
- (2) Adherence to State Floodplain Management Standards. Variances must be consistent with the general purpose of these standards and the intent of applicable provisions in state and federal law. Though variances may be used to modify permissible methods of flood protection, no variance shall permit a lesser degree of flood protection than the Regulatory Flood Protection Elevation (RFPE).
- (3) Additional Variance Criteria. The following additional variance criteria of the Federal Emergency Management Agency must be satisfied:
 - a. Variances must not be issued by a community within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.
 - b. Variances may only be issued by a community upon:
 1. A showing of good and sufficient cause;
 2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - c. Variances may only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (4) Flood Insurance Notice. The Zoning Administrator must notify the applicant for a variance in writing that:
 - a. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and
 - b. Such construction below the base flood level increases risks to life and property. Such notification must be maintained with a record of all variance actions.
- (5) Considerations for Approval. The community may consider the following factors in granting variances and imposing conditions on variances and conditional uses in floodplain districts:
 - a. The potential danger to life and property due to increased flood heights or velocities caused by encroachments.
 - b. The danger that materials may be swept onto other lands or downstream to the injury of others.
 - c. The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (6) Conditions of Approval. The City of Marshall may attach such conditions to the granting of variances and conditional use permits as it deems necessary to fulfill the purposes of this ordinance. Such conditions may include, but are not limited to, the following:
 - a. Limitations on period of use, occupancy, and operation.
 - b. Imposition of operational controls, sureties, and deed restrictions.
 - c. The prevention of soil erosion or other possible pollution of public waters, both during and after construction.
 - d. Other conditions as deemed appropriate by the Zoning Administrator and *[planning commission/city council]*.

(c) Conditional Uses.

- (1) Administrative Review. An application for a conditional use permit will be processed and reviewed in accordance with the provisions in this ordinance.
- (2) Considerations for Approval. In passing upon conditional use applications, the City of Marshall must consider all relevant factors specified in other sections of this ordinance, including those detailed in Section 38-31(b)(5).
- (3) Conditions of Approval. In addition to the standards identified in Sections 38-25(d) and 38-26(d), the City of Marshall may attach such conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this ordinance, including those detailed in Section 38-31(b)(6).

(d) **Notifications to the Department of Natural Resources.**

- (1) All notices of public hearings to consider variances or conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist at least ten (10) days before the hearings. Notices of hearings to consider subdivisions/plats must include copies of the subdivision/plat.
- (2) A copy of all decisions granting variances and conditional uses under this ordinance must be sent via electronic mail to the Department of Natural Resources respective area hydrologist within ten (10) days of final action.

Section 38-32 Nonconformities

(a) **Continuance of Nonconformities.** A use, structure, or occupancy of land which was lawful before the passage or amendment of this ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

- (1) Within the floodway and general floodplain districts (when a site has been determined to be located in the floodway following the procedures in Section 38-27(c), or when the floodway has not been delineated), expansion or enlargement of uses or structures is prohibited.
- (2) Within all districts, any addition, modification, rehabilitation, repair, or alteration shall be in conformance with the provisions of this ordinance, shall not increase the flood damage potential or increase the degree of obstruction to flood flows, and where applicable, must be protected to the Regulatory Flood Protection Elevation (RFPE).
- (3) If any nonconforming structure is determined to be substantially damaged or substantially improved based on the procedures in Section 38-32(b), it may not be reconstructed except in conformity with the provisions of this ordinance. Existing structures within the regulatory floodplain, but outside of the one-percent annual chance floodplain, as detailed in Section 38-23(a)(3), are exempt from this provision.
- (4) If any nonconforming use, or any use of a nonconforming structure, is discontinued for more than one year, any future use of the premises must conform to this ordinance.

(b) **Substantial Improvement and Substantial Damage Determinations.** Prior to issuing any permits for additions, modifications, rehabilitations, repairs, alterations, or maintenance to nonconforming structures, the Zoning Administrator is required to determine if such work constitutes substantial improvement or repair of a substantially damaged structure. A determination must be made in accordance with the following procedures:

- (1) Estimate the market value of the structure. In cases where the property has sustained damage, the market value of the structure shall be the market value before the damage occurred and before any restoration or repairs are made.
- (2) Estimate the cost of the project. The property owner shall accommodate for inspection, and furnish other documentation needed by the zoning administrator to evaluate costs.
 - a. Improvement costs shall be comprised of the market rate of all materials and labor, as well as the costs of all ordinary maintenance and upkeep carried out over the past one year.
 - b. Costs to restore damages shall be comprised of the market rate of all materials and labor required to restore a building to its pre-damaged condition regardless of the work proposed, as well as associated improvement costs if structure is being restored beyond its pre-damaged condition.
- (3) Compare the cost of the project and/or repairs to the estimated market value of the structure, and determine whether the proposed work constitutes substantial improvement or repair of a substantially damaged structure, as defined in Section 38-22 of this ordinance.

- a. For the purposes of determining whether the proposed work would constitute substantial improvement, the evaluation shall also include all rehabilitations, additions, or other improvements completed since the community has adopted floodplain standards impacting this structure.
 - b. If any nonconforming structure experiences a repetitive loss, as defined in Section 38-22 of this ordinance, it shall be considered substantially damaged and must not be reconstructed except in conformity with the provisions of this ordinance.
- (4) Based on this determination, the zoning administrator shall prepare a determination letter and notify the property owner accordingly. Structures determined to be substantially damaged or substantially improved may not be reconstructed except in conformity with the provisions of this ordinance.

Section 38-33 Violations and Penalties

- (a) **Uses in Violation of the Ordinance.** Every structure, fill, deposit, or other use placed or maintained in the floodplain in violation of this ordinance shall be considered a public nuisance.
- (b) **Civil Remedies.** The creation of a public nuisance may be enjoined and the maintenance of a public nuisance under this ordinance may be abated by an action brought by the City of Marshall or the Department of Natural Resources.
- (c) **Enforcement.** Violations of the provisions of this ordinance constitutes a misdemeanor and is punishable as defined by law. The Zoning Administrator may utilize the full array of enforcement actions available to it including but not limited to prosecution and fines, injunctions, after-the-fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance. The City of Marshall must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.

Section 38-34 Amendments

- (a) **Ordinance Amendments.** Any revisions to the floodplain maps by the Federal Emergency Management Agency or annexations of new map panels require an ordinance amendment to update the map references in Section 38-23(b) of this ordinance.
- (b) **Required Approval.** All amendments to this ordinance must be submitted to the Department of Natural Resources for review and approval prior to adoption, for compliance with state and federal rules and requirements. The floodplain ordinance shall not be considered valid until approved.

Section 2: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 8th day of August, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Summary Ordinance Introduced on: July 26, 2022
 Ordinance Introduced on: July 26, 2022
 Final Passage on: August 8, 2022
 Summary Ordinance Published in the Marshall Independent: _____

EXISTING ORDINANCE

MARSHALL CITY CODE OF ORDINANCES CHAPTER 38 FLOODS ARTICLE 38-II FLOODPLAIN MANAGEMENT DIVISION 38-II-1 GENERALLY

DIVISION 38-II-1 GENERALLY

~~Section 38-21 Definitions~~
~~Section 38-22 Penalties For Violation Of Article~~
~~Section 38-23 Statutory Authorization~~
~~Section 38-24 Findings Of Fact~~
~~Section 38-25 Methods Used To Analyze Flood Hazards~~
~~Section 38-26 Statement Of Purpose~~
~~Section 38-27 Interpretation~~
~~Section 38-28 Abrogation And Greater Restrictions~~
~~Section 38-29 Warning And Disclaimer Of Liability~~
~~Section 38-30 Lands To Which Article Applies~~
~~Section 38-31 Compliance With Article Provisions~~
~~Section 38-32 Establishment Of Official Zoning Map~~
~~Section 38-33 Regulatory Flood Protection Elevation~~
~~Section 38-34 Severability~~
~~Section 38-35 Annexations~~

Section 38-21 Definitions

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

~~*Accessory use or structure* means a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.~~

~~*Basement* means any area of a structure, including crawl spaces, having its floor or base subgrade (below ground level) on all four sides, regardless of the depth of excavation below ground level.~~

~~*Conditional use* means a specific type of structure or land use listed in the official control that may be allowed but only after an in-depth review procedure and with appropriate conditions or restrictions as provided in the official zoning controls or building codes and upon a finding that:~~

- ~~(a) Certain conditions as detailed in the zoning chapter exist, and~~
- ~~(b) The structure and/or land use conform to the comprehensive land use plan if one exists and are compatible with the existing neighborhood.~~

~~*Equal degree of encroachment* means a method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.~~

~~*Flood* means a temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.~~

~~*Flood frequency* means the frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.~~

~~*Flood fringe* means that portion of the floodplain outside of the floodway. Flood fringe is synonymous with the term "floodway fringe."~~

~~*Floodplain* means the beds proper and the areas adjoining a wetland, lake or watercourse which have been or hereafter may be covered by the regional flood.~~

~~*Floodproofing* means a combination of structural provisions, changes or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.~~

~~*Floodway* means the bed of a wetland or lake and the channel of a watercourse and those portions of the adjoining floodplain which are reasonably required to carry or store the regional flood discharge.~~

~~*Lowest floor* means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor.~~

~~*Manufactured home* means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include the term "recreational vehicle."~~

~~*Obstruction* means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel modification, culvert, building, wire, fence, stockpile, refuse, fill, structure, or matter in, along, across, or projecting into any channel, watercourse or regulatory floodplain which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water.~~

~~*Principal use or structure* means all uses or structures that are not accessory uses or structures.~~

~~*Reach*, a hydraulic engineering term, means a longitudinal segment of a stream or river influenced by a natural or manmade obstruction. In an urban area, the segment of a stream or river between two consecutive bridge crossings would most typically constitute a reach.~~

~~*Recreational vehicle* means a vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this article, the term "recreational vehicle" shall be synonymous with the term "travel trailer/travel vehicle."~~

~~*Regional flood* means a flood which is representative of large floods known to have occurred generally in the state and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of the 100-year recurrence interval. "Regional flood" is synonymous with the term "base flood" used in the flood insurance study.~~

~~*Regulatory flood protection elevation* means an elevation no lower than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.~~

~~*Substantial damage* means damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.~~

~~*Substantial improvement*, within any consecutive 365-day period, [means] any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (a) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (b) any alteration of an "historic structure," provided that the alteration will not preclude the structure's continued~~

designation as an "historic structure." For the purpose of this article, "historic structure" shall be as defined in 44 Code of Federal Regulations, Part 59.1.

~~Structure means anything constructed or erected on the ground or attached to the ground or on-site utilities including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, travel trailers/vehicles not meeting the exemption criteria specified in subsection 38-93(c)(1) and other similar items.~~

~~Variance means a modification of a specific permitted development standard required in an official control including this article to allow an alternative development standard not stated as acceptable in the official control, but only as applied to a particular property for the purpose of alleviating a hardship, practical difficulty or unique circumstance as defined and elaborated upon in a community's respective planning and zoning enabling legislation.~~

(Ord. No. 621 2nd series, 7-27-2010)

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

Section 38-22 Penalties For Violation Of Article

~~(a) Violation of the provisions of this article or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional uses) shall constitute a misdemeanor and shall be punishable as defined by law.~~

~~(b) Nothing contained in this section shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation. Such actions may include, but are not limited to:~~

~~(1) In responding to a suspected article violation, the zoning administrator and local government may utilize the full array of enforcement actions available to it including, but not limited to, prosecution and fines, injunctions, after-the fact permits, orders for corrective measures or a request to the National Flood Insurance Program for denial of flood insurance availability to the guilty party. The community must act in good faith to enforce these official controls and to correct article violations to the extent possible so as not to jeopardize its eligibility in the National Flood Insurance Program.~~

~~(2) When an article violation is either discovered by or brought to the attention of the zoning administrator, the zoning administrator shall immediately investigate the situation and document the nature and extent of the violation of the official control. As soon as is reasonably possible, this information will be submitted to the appropriate department of natural resources and Federal Emergency Management Agency Regional Office along with the community's plan of action to correct the violation to the degree possible.~~

~~(3) The zoning administrator shall notify the suspected party of the requirements of this article and all other official controls and the nature and extent of the suspected violation of these controls. If the structure and/or use is under construction or development, the zoning administrator may order the construction or development immediately halted until a proper permit or approval is granted by the community. If the construction or development is already completed, then the zoning administrator may either:~~

~~a. Issue an order identifying the corrective actions that must be made within a specified time period to bring the use or structure into compliance with the official controls, or~~

~~b. Notify the responsible party to apply for an after-the fact permit/development approval within a specified period of time not to exceed 30 days.~~

~~(4) If the responsible party does not appropriately respond to the zoning administrator within the specified period of time, each additional day that lapses shall constitute an additional violation of this article and shall be prosecuted accordingly. The zoning administrator shall also upon the lapse of the specified response period notify the landowner to restore the land to the condition which existed prior to the violation of this article.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-23 Statutory Authorization

~~The legislature of the state has, in Minn. Stat. chs. 103F and 462 delegated the responsibility to local government units to adopt regulations designed to minimize flood losses. Therefore, the city council does ordain as provided in this article.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-24 Findings Of Fact

~~The flood hazard areas of the city are subject to periodic inundation which results in potential loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-25 Methods Used To Analyze Flood Hazards

~~This article is based upon a reasonable method of analyzing flood hazards which is consistent with the standards established by the state department of natural resources.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-26 Statement Of Purpose

~~It is the purpose of this article to promote the public health, safety and general welfare and to minimize those losses described in section 38-24 by provisions contained in this article. This article is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59—78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-27 Interpretation

~~(a) In their interpretation and application, the provisions of this article shall be held to be minimum requirements and shall be liberally construed in favor of the council and shall not be deemed a limitation or repeal of any other powers granted by state statutes.~~

~~(b) The boundaries of the zoning districts shall be determined by scaling distances on the official zoning map. Where interpretation is needed as to the exact location of the boundaries of the district as shown on the official zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions and there is a formal appeal of the decision of the zoning administrator, the board of adjustment shall make the necessary interpretation. All decisions will be based on elevations on the regional 100-year flood profile, the ground elevations that existed on the site at the time the community adopted its initial floodplain~~

~~ordinance or on the date of the first National Flood Insurance Program map showing the area within the 100-year floodplain if earlier, and other available technical data. Persons contesting the location of the district boundaries shall be given a reasonable opportunity to present their case to the board and to submit technical evidence.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-28 Abrogation And Greater Restrictions

~~It is not intended by this article to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article imposes greater restrictions, the provisions of this article shall prevail. All other ordinances inconsistent with this article are hereby repealed to the extent of the inconsistency only.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-29 Warning And Disclaimer Of Liability

~~This article does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. This article shall not create liability on the part of the city or any officer or employee of the city for any flood damages that result from reliance on this article or any administrative decision lawfully made under this article.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-30 Lands To Which Article Applies

~~This article shall apply to all lands within the jurisdiction of the city shown on the official zoning map and/or the attachments thereto as being located within the boundaries of the floodway, flood fringe or general floodplain districts.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Section 38-31 Compliance With Article Provisions

~~No new structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this article and other applicable regulations which apply to uses within the jurisdiction of this article. Within the floodway, flood fringe and general floodplain districts, all uses not listed as permitted uses or conditional uses in sections 38-72 and 38-73 that follow, respectively, shall be prohibited. In addition, a caution is provided here that:~~

- ~~(a) New manufactured homes, replacement manufactured homes and certain travel trailers and travel vehicles are subject to the general provisions of this article and specifically section 38-93;~~
- ~~(b) Modifications, additions, structural alterations, normal maintenance and repair or repair after damage to existing non conforming structures and nonconforming uses of structures or land are regulated by the general provisions of this article and specifically section 38-55; and~~
- ~~(c) As-built elevations for elevated or floodproofed structures must be certified by ground surveys and floodproofing techniques must be designed and certified by a registered professional engineer or architect as specified in the general provisions of this article and specifically as stated in sections 38-51—38-54.~~

~~(Ord. No. 621 2nd series, 7-27-2010)~~

Item 4. n 38-32 Establishment Of Official Zoning Map

The official zoning map, together with all materials attached thereto, is hereby adopted by reference and declared to be a part of this article. The attached material shall include:

- (a) The flood insurance study, Lyon County, Minnesota and incorporated areas, and
- (b) Flood insurance rate map panels for Lyon County, Minnesota and Incorporated Areas numbered 27083C0304D, 27083C0306D, 27083C0307D, 27083C0308(D), 27083C0309D, 27083C0312D, 27083C0316D, 27083C0317D, and 27083C0330D. All of the aforementioned documents are dated November 26, 2010 and have been prepared by the Federal Emergency Management Agency. The official zoning map shall be on file in the office of the city engineer/zoning administrator.

{Ord. No. 621 2nd series, 7-27-2010; Ord. No. 723 2nd Series, § 1, 8-8-2017}

Section 38-33 Regulatory Flood Protection Elevation

The regulatory flood protection elevation shall be an elevation no lower than one foot above the elevation of the regional flood plus any increases in flood elevation caused by encroachments on the floodplain that result from designation of a floodway.

{Ord. No. 621 2nd series, 7-27-2010}

Section 38-34 Severability

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

{Ord. No. 621 2nd series, 7-27-2010}

Section 38-35 Annexations

The flood insurance rate map panels adopted by reference into section 38-32 may include floodplain areas that lie outside of the corporate boundaries of the city at the time of adoption of this article. If any of these floodplain land areas are annexed into the city after the date of adoption of this article, the newly annexed floodplain lands shall be subject to the provisions of this article immediately upon the date of annexation into the city.

{Ord. No. 621 2nd series, 7-27-2010}

Meeting Date:	Tuesday, July 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project ST-008: Channel Parkway Pavement Replacement Project - Consider Authorization to Advertise for Bids.
Background Information:	<p>Project ST-008: Channel Parkway Pavement Replacement Project proposes to remove the existing bituminous pavement on Channel Parkway and replace with a concrete paved surface. The project would utilize the existing gravel base, drain tile, and curb and gutter, replacing the bituminous surfacing only. Also included with the project would be several segments of curb replacement and ADA improvements at pedestrian ramps along the corridor.</p> <p>Currently, the pavement surface is exhibiting stresses indicative of excessive loading; this is evidenced by the longitudinal fatigue cracking within the wheel paths of the roadway. The City of Marshall recently completed some repairs of severe rutting (3-4") at the intersection of Channel Parkway and MN Highway 68. The life of a new concrete pavement should exceed 30 years with minimal maintenance, covering the life span of multiple mill and overlay projects.</p>
Fiscal Impact:	The project is included in the 2023 capital improvement plan (CIP). The City has been awarded a maximum Local Road Improvement Program (LRIP) grant award in the amount of \$1,250,000 towards construction of the project. Currently, the project construction is estimated at \$2,636,794. Including Contingency (10%) and Engineering (16%), total project cost is estimated at \$3,364,549. The local share of \$2,114,549 would be funded using advances on the City's State Aid Construction account.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the City Council authorize the advertisement for bids for Project ST-008: Channel Parkway Pavement Replacement Project.

State Of Minnesota City of Marshall, Minnesota Project Number SAP 139-121-004

Construction Plans for Concrete Resurfacing, Pedestrian Curb Ramp Improvements
and Curb & Gutter repairs for:

Channel Parkway Resurfacing
FROM A POINT 1378 FEET EAST OF THE SOUTHWEST CORNER
OF SEC. 5, T111N, R41W TO A POINT 701 FEET NORTH OF
THE SOUTHEAST CORNER OF SEC. 32, T112N, R41W

SECTION 5 T111N, R41W
and SECTION 32 T112N, R41W

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 SANITARY MANHOLE	
NEW STORM MANHOLE	
BENCHMARK TOP NUT HYDRANT	

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantity Sheet
3	Construction Notes Sheet
4	Quantity Tables Sheet
5	Typical Section Sheet
6-7	SWPPP Sheet
8-18	Standard Plans & Plates
19-22	Removal Sheet
23-25	ADA Ramp Sheet
26-29	Joint Detail Sheet
30-33	Striping Detail Sheet

This Plan Contains 33 Sheets.

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

PROJECT LENGTH

GROSS LENGTH	8421	FEET	1.595	MILES
EXCEPTIONS	48	FEET	0.009	MILES
NET LENGTH	8373	FEET	1.586	MILES

DESIGN DATA

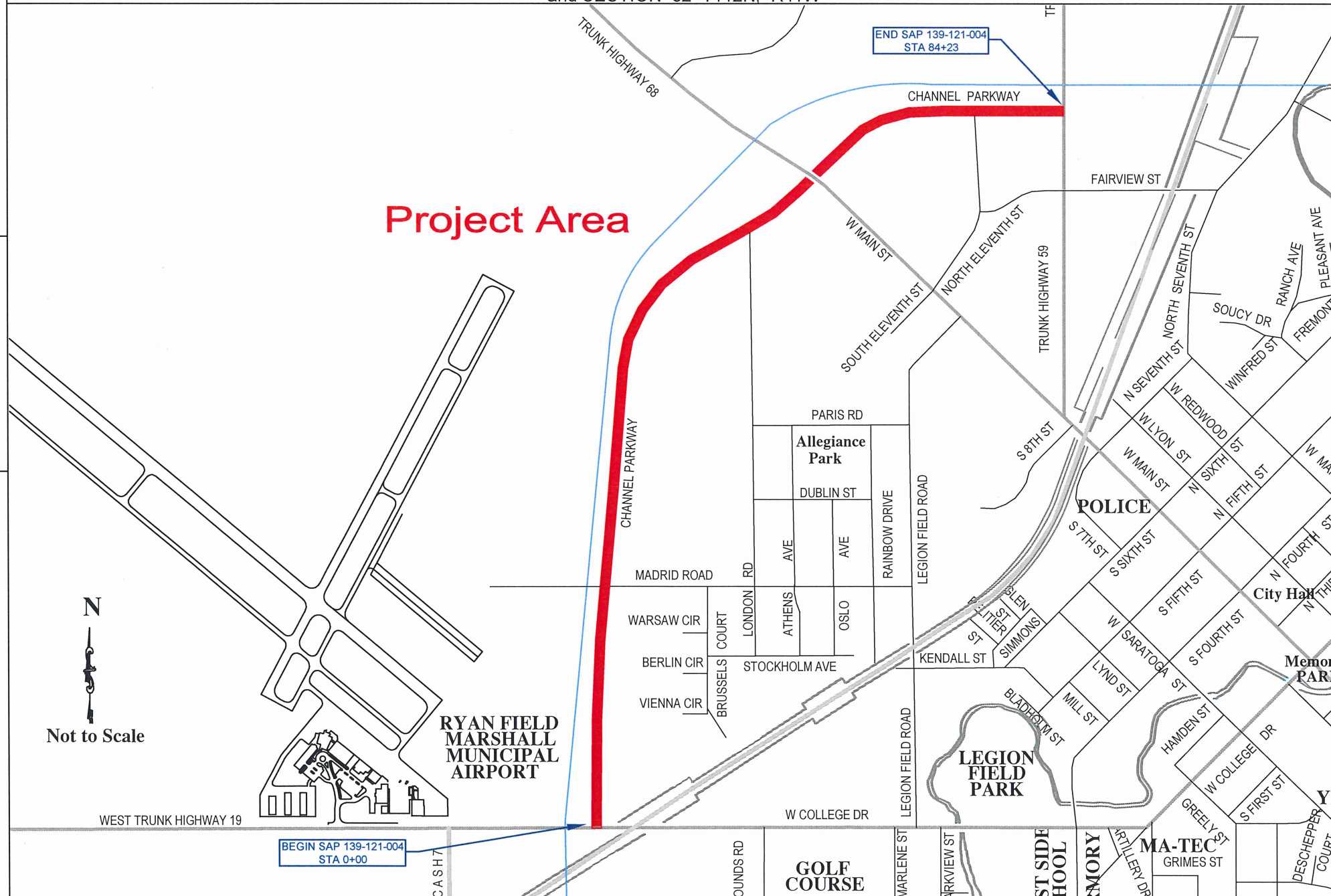
DESIGN SPEED - 45 MPH
CURRENT ADT(2022) - 3050
PROJECTED ADT - 4180
TON DESIGN - 10
FUNCTIONAL CLASS - MAJOR COLLECTOR

TRAFFIC LANES - 4
PARKING LANES - 0

360' 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'



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

Jason Anderson
APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE 7-21-22
REG NO 53322

Jason Anderson
CITY ENGINEER, PRINTED NAME DATE 7-21-22

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

APPROVED FOR STATE AID FUNDING: STATE AID ENGINEER DATE _____

DESIGNED BY:	DATE	REVISIONS	INIT.
JRL			
JRL			
RA			
N/A			

MARSHALL

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Channel Parkway
Title Sheet

CITY PROJECT NO. ST-008	DATE 07/21/2022
STATE AID PROJECT NO. 139-121-004	SHEET NO. Page 71

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, July 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval for a Transient Merchant License for Country Fresh Farms.
Background Information:	Attached is a Transient Merchant License application from Country Fresh Farms to sell USDA frozen meat in the Menards parking lot located at 1500 Boyer Drive. This license will expire on August 31, 2022. Their application indicates that they will be selling frozen meat from August 10 – August 13, 2022.
Fiscal Impact:	\$30
Alternative/ Variations:	None Recommended.
Recommendations:	To approve the Transient Merchant License for Country Fresh Farms.

APPLICATION FOR TRANSIENT MERCHANT LICENSE
CITY OF MARSHALL, MINNESOTA

Aug 10, 2022 THROUGH Aug 13, 2022

License Fees: Due with Application: Minimum Bond Requirement: \$5,000
\$30 - Month
\$160 - 6 Months
\$315 - Annual

Receipt No.: pd 7-15-22 CC

1) Name of Applicant Williams Roger Dale
Address of Applicant 153 Trahan Loop Starks, LA 70661
Phone Number: [REDACTED]
Date of Birth of Applicant 08/25/1966 Social Security Number [REDACTED]
Drivers License Number [REDACTED]
Name of Business (Trade Name) Country Fresh Farms
Address 5081 Union St Union City, GA 30291
Phone Number() _____

2) Person(s) to be employed in municipality during the period for which application is made:
a) Williams Roger Dale [REDACTED] [REDACTED]
Last First Middle Date of Birth Social Security No.
Drivers License Number Street City State Zip Code
b) _____
Last First Middle Date of Birth Social Security No.
Drivers License Number Street City State Zip Code

If additional employees, list on separate sheet of paper.

3) Description of Business USDA Frozen Meat Sale- Chicken, Seafood, Pork & Beef
Methods of soliciting Cash and Carry
Goods to be sold USDA Frozen Meats - Chicken, Seafood, Pork & Beef
Dates of Soliciting August 10-13

4) Place or places in Marshall where applicant will be engaging in their business.
a) Menards 1500 Boyer Dr
b) _____
c) _____

5) License number or numbers of vehicles transporting applicants and their goods:

a) IN 2924171
Number State c) Number State
b) Number State d) Number State

6) References - including at least one bank or lending institution:

a) BB&T
Name (If person give First, Middle and Last Name) Telephone Number
Atlanta GA
Street City State Zip Code
b) Name (If person give First, Middle and Last Name) Telephone Number
Street City State Zip Code
c) Name (If person give First, Middle and Last Name) Telephone Number
Street City State Zip Code

7) List 3 municipalities in which applicant has conducted business in the past 12 months:

a) Bemidji Mn
City State
b) Duluth Mn
City State
c) Virginia Mn
City State

COMMENTS: _____

Payment Due With Application

TITLE OF APPLICANT: Employee

SIGNATURE OF APPLICANT: _____

Received by the City Clerk on this _____ day of _____, 20_____

Signature of the City Clerk _____

REPORT OF DIRECTOR OF PUBLIC SAFETY: _____

DIRECTOR OF PUBLIC SAFETY



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for the Convention and Visitors Bureau.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for the Convention and Visitors Bureau to use at Mattke Field at the Schwan’s Regional Event Center on September 29, 2022.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve a Temporary On-Sale Liquor License for the Convention and Visitors Bureau to use at Mattke Field on September 29, 2022.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number
Marshall Convention & Visitor Bureau	Jul 1, 2022	

Address	City	State	Zip Code
1651 Victory Drive	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Cassi Weiss	507-537-1865	

Date(s) of event	Type of organization
September 29th 2022	<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Cassi Weiss	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Kelly Loft	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Ty Brower	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
 Mattke Field at the Schwan's regional event center on the Campus of Southwest Minnesota State University

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

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

APPROVAL

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

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

Signature City Clerk or County Official _____ Approved Director Alcohol and Gambling Enforcement _____

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 28, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval for a LG230 Application to Conduct Off-Site Gambling for the American Legion
Background Information:	Attached is an application for a LG230 Application to Conduct Off-Site Gambling for the American Legion to use at the Lyon County Fair August 14, 2022.
Fiscal Impact:	None
Alternative/ Variations:	None recommended
Recommendations:	To approve a LG230 Application to Conduct Off-Site Gambling for the American Legion to use at the Lyon County Fair August 14, 2022.

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: American Legion Post 113 License Number: [REDACTED]

Address: 344 W. Main St City: Marshall, MN Zip: MN

Chief Executive Officer (CEO) Name: Bruce Fuhrman Daytime Phone: [REDACTED]

Gambling Manager Name: Dave Stangeland Daytime Phone: [REDACTED]

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 8/14/22 to 8/14/22

Check the type of games that will be conducted:

- Raffle
 Pull-Tabs
 Bingo
 Tipboards
 Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Lyon Co. Fairgrounds

Street address and City (or township): 504 Fairgrounds Rd Marshall MN Zip: 56258 County: Lyon

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

- Yes** If yes, a lease is not required.

 No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

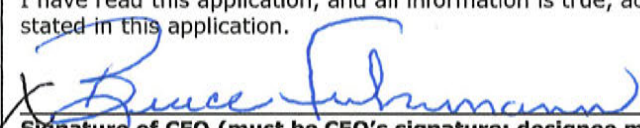
Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>TOWNSHIP NAME: _____</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.


7-20-22

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

<p>Mail or fax to:</p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.</p> <p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.</p>	<p>If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.</p> <p>Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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RESOLUTION NO. 22-068

RESOLUTION APPROVING A LAWFUL GAMBLING PREMISES PERMIT

WHEREAS, the City Council of the City of Marshall allows gambling licenses to be issued within the city;

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

That American Legion Post 113 request for a premises permit at 504 Fairgrounds Rd, Marshall, Minnesota hereby be approved.

Passed by the City Council of Marshall, Minnesota this 26th day of July 2022.

Robert Byrnes, Mayor

Attested:

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, July 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Amended Resolution Approving the Final Plat of CDI Addition.
Background Information:	<p>On June 28, 2022, City Council approved a resolution approving the Final Plat of CDI Addition. The original plat and prior resolution have been submitted to the Lyon County Recorder for recording. After presenting those documents for recording, the City Attorney was informed that the legal description for the Final Plat of CDI Addition had been amended and the legal description from the prior resolution did not match the final legal description submitted on the Final Plat of CDI Addition.</p> <p>The preliminary plat legal description and the final plat legal description describe the same property now platted as CDI Addition. It is therefore recommended that the legal description of the Final Plat of CDI Addition be incorporated and included as part of the City Council resolution approving the Plat of CDI Addition.</p> <p>Therefore, it is recommended that the amended resolution be approved and subsequently filed of record verifying the legal description of the property now platted at CDI Addition.</p>
Fiscal Impact:	None
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	That the amended resolution approving the Final Plat of CDI Addition be approved.

RESOLUTION NUMBER 22-069

AMENDED RESOLUTION APPROVING THE FINAL PLAT OF CDI ADDITION

WHEREAS, the developer has filed with the Common Council, a Preliminary Plat identified as CDI Addition situated in the City of Marshall, County of Lyon, State of Minnesota, described as follows, to-wit:

**CDI ADDITION
BLOCK ONE LOTS 1-3**

more particularly described as attached Exhibit A.

WHEREAS, the Final Plat of CDI Addition was presented to the Common Council on June 28, 2022.; and

WHEREAS, the developer has amended the legal description of the property to be platted as the Final Plat of CDI Addition; and

WHEREAS, the amended legal description of the final plat of CDI Addition is attached as Exhibit B; and

WHEREAS, the Preliminary Plat description of CDI Addition (Exhibit A) and the Final Plat description of CDI Addition (Exhibit B) describe the same real property.

NOW THEREFORE BE IT FURTHER RESOLVED, that said Final Plat of CDI Addition has been duly found to be in conformity with Chapter 66 of the Code of Ordinances and State Statutes.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes and directs the City Clerk to certify his approval on the plat.

NOW THEREFORE BE IT FURTHER RESOLVED THAT this resolution shall become void 90 days after adoption and fulfillment of all contingencies of approval, if any, unless the plat is filed for record within such time.

Passed and adopted by the Common Council this 26th day of July, 2022.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

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

CDI ADDITION

Preliminary Plat Legal Description

EXHIBIT A

All that part of the Northeast Quarter of Section 5, Township 111 North, Range 41 West, in the City of Marshall, Lyon County, Minnesota, being more particularly described as follows:

Beginning at point on the northeasterly line of Main Street which is 695 feet northwesterly of the intersection of the east line of said Northeast Quarter; thence northeasterly at right angles to last described line, a distance of 185 feet; thence southeasterly, at right angles to last described line, a distance of 55 feet; thence northeasterly, at right angles to last described line, distance of 294 feet; thence northwesterly, at right angles to last described line, a distance of 370.70 feet; thence southwesterly, at right angles to last described line, 479 feet, to a point on the northeasterly line of said Main Street; thence southeasterly, along said northeasterly line, a distance of 315.70 feet to the point of beginning.

CDI ADDITION

Final Plat Legal Description

EXHIBIT B

KNOW ALL PEOPLE BY THESE PRESENTS: That CDI of Marshall, a general partnership under the laws of the State of Minnesota, fee owner of the following recorded described property:

All that tract or parcel of land lying and being in the Town, now City, of Marshall, described as follows: Beginning at a point in the Northeasterly line of Main Street as extended, which point is 775 feet Northwesterly from the east line of Section Five (5), in Township One Hundred and eleven (111) North of Range Forty-one (41), as measured along said line and running thence Northwesterly along said Street line a distance of 71 feet, thence North-easterly at right angles to said street line a distance of 264 feet; thence at right angles and in a Southeasterly direction a distance of 71 feet and from thence at right angles in a Southwesterly direction a distance of 264 feet to the said point of beginning, as said extended street is laid down and described on the recorded plat of said Town.

AND

That part of the Northeast Quarter (NE ¼) of Section 5 in Township 111 North, Range 41 West of the 5th P.M., described as follows: Beginning on the Northeasterly line of Main Street extended in Marshall, Minnesota, at a point 846 feet Northwesterly from the East line of said Section 5, as measured along said street line, and running thence Northwesterly along said street line a distance of 164.7 feet; thence Northeasterly at right angles to last line to the West corner of that certain tract of land heretofore conveyed to William Williams by deed recorded in Book T of Deeds, page 337, thence at right angles in a Southeasterly direction a distance of 164.7 feet; thence Southwesterly at right angles to the place of beginning.

AND

All that part of the Northeast Quarter (NE ¼) of Section Five (5), Township One Hundred Eleven (111), Range Forty-one (41), described as follows: Beginning at a point in the northeasterly line of Main Street, which is 775 feet Northwesterly from the East line of Section Five (5), Township One Hundred Eleven (111), Range Forty-one (41), as measured along said street line, thence at right angles and in a northeasterly direction a distance of 264 feet; thence at right angles and in a northwesterly direction a distance of 71 feet; thence at right angles and in a northeasterly direction a distance of 215 feet to the southwesterly line of property described in Book T of Deeds, page 337; thence at right angles along said last line and in a southeasterly direction a distance of 206 feet; thence at right angles and in a southwesterly direction a distance of 294 feet; thence at right angles in a northwesterly direction a distance of 55 feet; thence at right angles in a southwesterly direction a distance of 185 feet to the northeasterly line of Main Street; thence in a northwesterly direction a distance of 80 feet to the point of beginning.

Have caused the same to be surveyed and platted as CDI ADDITION, and do hereby donate and dedicate to the public for public use forever the easements as shown on this plat.

STATE OF MINNESOTA)

:SS

COUNTY OF LYON)

The foregoing instrument was acknowledged before me this _____ day of July, 2022 by Robert Byrnes, Mayor, and Steven Anderson, City Clerk of the City of Marshall, Minnesota, a municipal corporation under the laws of Minnesota, on behalf of the municipality.

Notary Public



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 26, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 07/15/2022 - 07/26/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	07/15/2022	EFT	0.00	2,174.37	10256
4193	A & C EXCAVATING	07/22/2022	Regular	0.00	115,382.72	121504
5813	ACE HOME & HARDWARE	07/15/2022	EFT	0.00	739.61	10257
5813	ACE HOME & HARDWARE	07/22/2022	EFT	0.00	277.84	10318
6128	ACTION CO LLC	07/22/2022	EFT	0.00	60.00	10319
4971	ACTION FLAG CO.	07/15/2022	EFT	0.00	218.90	10258
6469	ACTIVE911, INC	07/15/2022	Regular	0.00	11.18	121467
6412	AG PLUS COOPERATIVE	07/15/2022	EFT	0.00	54.49	10259
0574	ALPHA VIDEO AND AUDIO INC	07/15/2022	Regular	0.00	3,090.00	121468
0578	AMAZON CAPITAL SERVICES	07/15/2022	EFT	0.00	40.60	10260
0578	AMAZON CAPITAL SERVICES	07/22/2022	EFT	0.00	533.94	10320
3761	AMERICAN BOTTLING CO.	07/22/2022	Regular	0.00	157.40	121505
0606	ANIMAL HEALTH CENTER	07/22/2022	Regular	0.00	192.00	121506
0658	AP DESIGN	07/22/2022	EFT	0.00	717.81	10321
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	07/15/2022	EFT	0.00	87.66	10261
0630	ARCTIC GLACIER	07/15/2022	Regular	0.00	633.75	121469
0630	ARCTIC GLACIER	07/22/2022	Regular	0.00	142.08	121507
0629	ARNOLD MOTOR SUPPLY	07/15/2022	Regular	0.00	6.07	121470
5447	ARTISAN BEER COMPANY	07/15/2022	EFT	0.00	2,416.90	10262
5447	ARTISAN BEER COMPANY	07/22/2022	EFT	0.00	545.80	10322
5683	ASSOCIATION OF MINNESOTA COUNTIES	07/22/2022	Regular	0.00	75.00	121508
6883	AT&T MOBILITY II LLC	07/15/2022	Regular	0.00	38.23	121471
0656	AVERA MARSHALL REGIONAL MED CTR	07/15/2022	Regular	0.00	828.75	121472
4764	BCA TRAINING	07/15/2022	Regular	0.00	375.00	121473
0688	BELLBOY CORPORATION	07/15/2022	EFT	0.00	2,032.19	10263
0688	BELLBOY CORPORATION	07/22/2022	EFT	0.00	2,733.39	10323
0689	BEND RITE FABRICATION INC	07/22/2022	Regular	0.00	90.15	121509
6471	BERGANKDV LTD	07/22/2022	EFT	0.00	11,170.00	10324
0699	BEVERAGE WHOLESALERS	07/15/2022	Regular	0.00	41,952.66	121474
0699	BEVERAGE WHOLESALERS	07/22/2022	Regular	0.00	28,761.08	121510
0704	BIKE SHOP	07/15/2022	EFT	0.00	100.00	10264
0724	BOLTON & MENK INC	07/22/2022	EFT	0.00	16,090.22	10325
0726	BORCHS SPORTING GOODS	07/15/2022	EFT	0.00	147.97	10265
3829	BRAU BROTHERS	07/22/2022	EFT	0.00	589.00	10326
4457	BREAKTHRU BEVERAGE	07/15/2022	Regular	0.00	5,546.94	121475
4457	BREAKTHRU BEVERAGE	07/22/2022	Regular	0.00	3,007.79	121512
0728	BUFFALO RIDGE CONCRETE,INC	07/15/2022	EFT	0.00	1,145.97	10266
0774	BUREAU OF CRIMINAL APPREHENSION	07/15/2022	Regular	0.00	630.00	121477
4236	C.E. SIGNS & DESIGNS	07/15/2022	EFT	0.00	64.66	10267
6798	CAMPION, MIKAYLA	07/15/2022	Regular	0.00	1,109.49	121478
6791	CAPITAL ONE	07/15/2022	Regular	0.00	408.35	121479
6791	CAPITAL ONE	07/22/2022	Regular	0.00	148.33	121513
7041	CASTILLO, IDANIA	07/15/2022	Regular	0.00	200.00	121480
0815	CATTOOR OIL COMPANY INC	07/15/2022	EFT	0.00	11,325.76	10268
0815	CATTOOR OIL COMPANY INC	07/22/2022	EFT	0.00	5,559.66	10327
4599	CEF SAFETY SERVICES	07/15/2022	Regular	0.00	3,000.00	121481
0836	CHARTER COMMUNICATIONS	07/15/2022	EFT	0.00	11.99	10269
0836	CHARTER COMMUNICATIONS	07/22/2022	EFT	0.00	101.88	10328
5733	CLARITY TELECOM, LLC	07/15/2022	EFT	0.00	341.61	10270
5733	CLARITY TELECOM, LLC	07/22/2022	EFT	0.00	2,546.33	10329
0875	COMPUTER MAN INC	07/15/2022	EFT	0.00	468.00	10271
0875	COMPUTER MAN INC	07/22/2022	EFT	0.00	2,381.75	10330
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	07/15/2022	Regular	0.00	129.00	121482
0934	D & G EXCAVATING INC	07/22/2022	EFT	0.00	283.50	10331

Council Check Report

Date Range: 07/15/2022 - 07/26/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3819	DACOTAH PAPER CO	07/15/2022	EFT	0.00	369.87	10272
6204	DAVEY TREE EXPERT COMPANY	07/15/2022	Regular	0.00	2,595.00	121483
5731	DOLL DISTRIBUTING	07/15/2022	EFT	0.00	23,615.50	10273
5731	DOLL DISTRIBUTING	07/22/2022	EFT	0.00	18,533.50	10332
1020	DUININCK BROS., INC.	07/22/2022	EFT	0.00	498.60	10333
1037	ECOWATER SYSTEMS	07/15/2022	EFT	0.00	67.50	10274
7039	EINERSON, SUE	07/15/2022	Regular	0.00	50.00	121484
5917	EQUIPMENT BLADES INC	07/22/2022	EFT	0.00	728.20	10334
4706	ESS BROTHERS & SONS, INC	07/22/2022	EFT	0.00	14,317.88	10335
1090	FASTENAL COMPANY	07/15/2022	EFT	0.00	294.93	10275
1090	FASTENAL COMPANY	07/22/2022	EFT	0.00	579.32	10336
6832	FIRST DAKOTA NATIONAL BANK	07/22/2022	Regular	0.00	29,806.59	121514
1158	GALLS INC	07/15/2022	EFT	0.00	213.48	10276
1182	GNIFFKE, BRIAN	07/15/2022	Regular	0.00	12,993.00	121485
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	07/15/2022	Regular	0.00	290.52	121486
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	07/22/2022	Regular	0.00	1,219.28	121515
1201	GRAINGER INC	07/15/2022	EFT	0.00	66.64	10277
7045	GREATER MINNESOTA REGIONAL PARKS AND TRA	07/22/2022	Regular	0.00	225.00	121516
1215	GREENWOOD NURSERY	07/15/2022	EFT	0.00	980.00	10278
1243	HARDWARE HANK	07/15/2022	EFT	0.00	15.45	10279
1243	HARDWARE HANK	07/22/2022	EFT	0.00	27.95	10337
1247	HARTS HEATING & REFRIGERATION INC	07/22/2022	Regular	0.00	160.70	121517
1256	HAWKINS INC	07/15/2022	EFT	0.00	2,274.79	10280
1256	HAWKINS INC	07/22/2022	EFT	0.00	15,720.59	10338
5825	HEFTY SEED CO	07/22/2022	Regular	0.00	443.94	121518
1271	HENLE PRINTING COMPANY	07/15/2022	EFT	0.00	366.92	10281
5408	HERITAGE POINTE PARTNERS LLC	07/22/2022	Regular	0.00	25,123.28	121519
1288	HISKEN CONSTRUCTION INC	07/22/2022	Regular	0.00	700.00	121520
4885	HORIZON COMMERCIAL POOL SUPPLY	07/15/2022	EFT	0.00	418.69	10282
4885	HORIZON COMMERCIAL POOL SUPPLY	07/22/2022	EFT	0.00	761.15	10339
1325	ICMA RETIREMENT TRUST #300877	07/22/2022	Regular	0.00	50.00	121521
6540	INTERNATIONAL CHEMTEX, LLC	07/15/2022	EFT	0.00	348.81	10283
7040	J & M DISPLAYS, INC.	07/15/2022	Regular	0.00	11,800.00	121487
1399	JOHNSON BROTHERS LIQUOR COMPANY	07/15/2022	EFT	0.00	12,673.26	10284
1399	JOHNSON BROTHERS LIQUOR COMPANY	07/22/2022	EFT	0.00	15,493.53	10340
5095	KIBBLE EQUIPMENT	07/15/2022	EFT	0.00	7.63	10285
5095	KIBBLE EQUIPMENT	07/22/2022	EFT	0.00	253.74	10341
1430	KLUKSDAL, DALLAS	07/22/2022	Regular	0.00	150.00	121522
5138	L & A SYSTEMS, LLC	07/15/2022	EFT	0.00	1,046.36	10286
3653	LANGUAGE LINE SERVICES	07/15/2022	EFT	0.00	43.96	10287
1507	LOCHER BROTHERS INC	07/15/2022	EFT	0.00	1,203.70	10288
1508	LOCKWOOD MOTORS INC.	07/22/2022	EFT	0.00	425.60	10342
4685	LYON COUNTY 4-H FEDERATION	07/15/2022	Regular	0.00	401.25	121488
4685	LYON COUNTY 4-H FEDERATION	07/22/2022	Regular	0.00	675.00	121523
1532	LYON COUNTY ASSESSOR	07/22/2022	EFT	0.00	1,238.80	10343
3617	LYON COUNTY GIS DEPT	07/22/2022	EFT	0.00	5,673.86	10344
1545	LYON COUNTY HIGHWAY DEPARTMENT	07/22/2022	EFT	0.00	17,793.23	10345
1552	LYON COUNTY RECORDER	07/15/2022	EFT	0.00	46.00	10289
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	07/15/2022	Regular	0.00	36.76	121489
4424	MAAP	07/22/2022	Regular	0.00	165.00	121524
1565	MACQUEEN EQUIPMENT INC.	07/15/2022	EFT	0.00	1,004.93	10290
1565	MACQUEEN EQUIPMENT INC.	07/22/2022	EFT	0.00	449.61	10346
6292	MADDEN, GALANTER, HANSEN, LLP	07/22/2022	EFT	0.00	82.45	10347
1623	MARSHALL INDEPENDENT, INC	07/22/2022	Regular	0.00	515.38	121525
1633	MARSHALL MUNICIPAL UTILITIES	07/15/2022	EFT	0.00	114,204.25	10291
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	07/15/2022	EFT	0.00	549.10	10294
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	07/22/2022	EFT	0.00	188.07	10348
0460	MARSHALL, JAMES	07/15/2022	EFT	0.00	237.50	10295
4980	MENARDS INC	07/15/2022	Regular	0.00	240.60	121490
4980	MENARDS INC	07/22/2022	Regular	0.00	24.06	121526
1704	MESERB	07/22/2022	Regular	0.00	200.00	121527

Council Check Report

Date Range: 07/15/2022 - 07/26/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7042	MINETT WELL REPAIR INC.	07/15/2022	Regular	0.00	1,795.09	121491
3555	MINNESOTA DEPARTMENT OF TRANSPORTATION	07/15/2022	Regular	0.00	151.84	121492
1839	MINNESOTA VALLEY TESTING LABS INC	07/15/2022	EFT	0.00	480.00	10296
1839	MINNESOTA VALLEY TESTING LABS INC	07/22/2022	EFT	0.00	480.00	10349
1754	MN CHIEFS OF POLICE ASSOCIATION	07/15/2022	EFT	0.00	2,200.00	10297
1764	MN DEPT OF EMPLOYMENT & ECONOMIC DEV	07/15/2022	Regular	0.00	333.20	121493
0969	MN DEPT OF LABOR & INDUSTRY	07/15/2022	Regular	0.00	1,515.16	121494
1818	MN REVENUE	07/15/2022	Regular	0.00	50.00	121495
1818	MN REVENUE	07/15/2022	Regular	0.00	50.00	121496
1864	MONTES ELECTRIC INC	07/15/2022	Regular	0.00	776.47	121497
1864	MONTES ELECTRIC INC	07/22/2022	Regular	0.00	152.33	121528
5857	MORRIS ELECTRONICS	07/15/2022	Regular	0.00	95.00	121498
1877	MOTION INDUSTRIES INC	07/22/2022	EFT	0.00	307.04	10350
1887	MTI DISTRIBUTING INC	07/22/2022	EFT	0.00	167.10	10351
1945	NORM'S GTC	07/15/2022	Regular	0.00	19.46	121499
1945	NORM'S GTC	07/22/2022	Regular	0.00	201.13	121529
5891	ONE OFFICE SOLUTION	07/15/2022	EFT	0.00	50.00	10298
2019	PAUSTIS WINE COMPANY	07/15/2022	Regular	0.00	3,339.65	121500
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	07/22/2022	EFT	0.00	48.00	10352
2036	PHILLIPS WINE AND SPIRITS INC	07/15/2022	EFT	0.00	12,601.70	10299
2036	PHILLIPS WINE AND SPIRITS INC	07/22/2022	EFT	0.00	15,147.33	10353
2049	PLUNKETTS PEST CONTROL INC	07/15/2022	EFT	0.00	578.78	10300
7038	PRYZMUS, BERNIE	07/15/2022	EFT	0.00	5.33	10301
2096	QUARNSTROM & DOERING, PA	07/22/2022	EFT	0.00	7,628.08	10354
2112	R AND G CONSTRUCTION COMPANY INC	07/22/2022	EFT	0.00	357,326.35	10355
4939	RECSUPPLY	07/15/2022	EFT	0.00	96.56	10302
5867	ROUND LAKE VINEYARDS & WINERY	07/22/2022	EFT	0.00	144.00	10356
6545	RUFFRIDGE JOHNSON EQUIPMENT CO, INC	07/22/2022	Regular	0.00	295.20	121530
2201	RUNNINGS SUPPLY INC	07/15/2022	EFT	0.00	277.96	10303
2201	RUNNINGS SUPPLY INC	07/22/2022	EFT	0.00	136.78	10357
2244	SCHWANS SALES ENTERPRISES	07/22/2022	Regular	0.00	1,041.10	121531
2248	SCOTT'S TREE SERVICE	07/15/2022	EFT	0.00	3,000.00	10304
0137	SHERWIN WILLIAMS	07/22/2022	Regular	0.00	153.03	121532
6928	SIGN SOLUTIONS USA, LLC	07/22/2022	EFT	0.00	2,208.37	10358
3495	SMSU	07/15/2022	EFT	0.00	720.00	10305
3495	SMSU	07/22/2022	EFT	0.00	2,750.00	10359
4855	SOUTHERN GLAZER'S	07/15/2022	EFT	0.00	7,425.93	10306
4855	SOUTHERN GLAZER'S	07/22/2022	EFT	0.00	11,910.40	10360
2311	SOUTHWEST GLASS CENTER	07/22/2022	EFT	0.00	82.50	10361
2318	SOUTHWEST SANITATION INC.	07/15/2022	EFT	0.00	3,117.17	10307
7043	SPECIALTY SOLUTIONS, LLC	07/15/2022	Regular	0.00	3,827.20	121501
2373	STREICHERS	07/15/2022	EFT	0.00	68.95	10308
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	07/22/2022	Regular	0.00	120.00	121533
7044	TIMECLOCK PLUS LLC	07/15/2022	Regular	0.00	8,355.00	121502
6786	TRUCK CENTER COMPANIES EAST LLC	07/22/2022	EFT	0.00	29.98	10362
6156	TRUE BRANDS	07/15/2022	EFT	0.00	20.90	10309
6156	TRUE BRANDS	07/22/2022	EFT	0.00	599.70	10363
5106	ULINE	07/15/2022	EFT	0.00	436.52	10310
2499	US BANK	07/15/2022	EFT	0.00	2,550.00	10311
6901	VAN METER INC	07/15/2022	EFT	0.00	192.77	10312
4489	VERIZON WIRELESS	07/15/2022	EFT	0.00	49.04	10313
4489	VERIZON WIRELESS	07/15/2022	EFT	0.00	35.01	10314
4489	VERIZON WIRELESS	07/22/2022	EFT	0.00	1,449.61	10364
6113	VERSA-VEND VENDING INC	07/15/2022	EFT	0.00	894.32	10315
2538	VIKING COCA COLA BOTTLING COMPANY	07/15/2022	EFT	0.00	227.10	10316
2538	VIKING COCA COLA BOTTLING COMPANY	07/22/2022	EFT	0.00	273.36	10365
2545	VOLUNTEER FIREFIGHTERS BENEFIT ASSOC	07/15/2022	Regular	0.00	56.00	121503
2605	WINE MERCHANTS	07/15/2022	EFT	0.00	353.50	10317

Council Check Report

Date Range: 07/15/2022 - 07/26/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2632	ZIEGLER INC	07/22/2022	EFT	0.00	41.63	10366

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	105	65	0.00	316,108.19
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	255	109	0.00	753,888.92
	360	174	0.00	1,069,997.11

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	105	65	0.00	316,108.19
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	255	109	0.00	753,888.92
	360	174	0.00	1,069,997.11

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	7/2022	1,069,997.11
			1,069,997.11

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

7/26/2022

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	(26,609.74)	14,047,690.26	4,099,265.87	6,918,924.06	3,029,500.33		-	-
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00		3,039,722.04	2,661,221.96	66,794.00	11,822.00	-
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kuechle Underground	849,244.50		849,244.50			779,179.36		41,009.44	29,055.70
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	(33,840.43)	1,890,760.02			1,879,301.49	11,458.53	-	(0.00)
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10	6,940.50	382,599.60			109,320.20	110,961.63	115,382.72	17,666.56
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50	5,290.00	234,545.50				213,864.80	11,256.04	9,424.66
AP-005	101-43400-55120	10/12/2021	A/D Building Roof Repair	Gag Sheet Metal, Inc.	37,200.00	45,399.00	82,599.00			51,879.00		30,720.00	-
ST-002	495-43300-55170	2/8/2022	Bituminous Overlay on Various City Streets	Duininck, Inc	560,573.35		560,573.35						560,573.35
ST-003	480-43300-55170	2/6/2022	1st/Greeley/Williams Reconstruction	R & G Construction Co.	1,647,498.69	2,500.00	1,649,998.69				177,330.71	131,377.40	16,247.80
ST-001	101-43300-53425	2/22/2022	Chip Seals	Pearson Bros., Inc.	210,581.00		210,581.00						210,581.00
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72		1,142,009.72						1,142,009.72
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc	480,250.35		480,250.35						480,250.35
ST-005	480-43300-55170	5/24/2022	Rose Parking Lot Reconstruction	R & G Construction Co.	140,177.51	12,382.00	152,559.51				1,597.78	158,180.30	(8,816.35)
ST-023	480-43300-55170	5/24/2022	W. Lyon St.(College to 1st) Reconstruction	R & G Construction Co.	409,645.10		409,645.10				225,948.95	11,892.05	171,804.10
ST-024	480-43300-55170	7/12/2022	Baldwin Parking Lot Reconstruction	R & G Construction Co.	159,515.77		159,515.77						159,515.77
					<u>27,270,711.04</u>	<u>761,421.33</u>	<u>28,032,132.37</u>	<u>4,099,265.87</u>	<u>9,958,646.10</u>	<u>8,510,402.34</u>	<u>630,889.37</u>	<u>111,491.67</u>	<u>4,108,709.57</u>

PERCENT
COMPLETE

100.00%
100.00%
96.58%
100.00%
92.35%
95.98%
100.00%
0.00%
19.69%
0.00%
0.00%
0.00%
105.78%
58.06%
0.00%

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Presentation of Shades of Past Car Club Donation to Terrace 1872
Background Information:	<p>Shades of the Past Car Club will be at the meeting to present a donation towards Terrace 1872.</p> <p>465.03 GIFTS TO MUNICIPALITIES.</p> <p>Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.</p>
Fiscal Impact:	Donation of \$1,200
Alternative/ Variations:	None
Recommendations:	Accept Donation in the amount of \$1,200 towards Terrace 1872 bench.

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Request for a Variance Adjustment Permit by Mynor Noe Garcia and Dora Leticia Ramirez at 905 West Main Street
Background Information:	<p>This is a request by the Owners, Mynor Noe Garcia and Dora Leticia Ramirez, to build a house at 905 West Main Street. The fire destroyed original house at that location about two years ago, but the foundation walls are still there, and the current owner wants to build a house on the existing foundation.</p> <p>This area is zoned B-3 General Business District and single-family residences are not a permitted use. Therefore, all houses along West Main Street are non-conforming uses. Ordinance allows to rebuild non-conforming uses within 180 days of their destruction so this variance will be extending that term to two years. Additionally, the setback for existing foundation is 25 feet rather than required 35 feet off Main Street, which is a thoroughfare.</p> <p>Approval of a variance request requires a presentation of practical difficulties which means by Ordinance definition, that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance, the predicament of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality.</p> <p>In this case, the owner wants to build a house on the existing foundation, which is reasonable, the foundation wall location is existing, and surrounding structures are all single-family houses with 25 feet setbacks, which, taken together, may constitute practical difficulties as defined in the Ordinance and be a basis for granting a variance.</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_C_H86ZO_ARTIADEN_DIVIGE_S86-29VA. A property aerial photo is attached for reference.</p> <p>At the Planning Commission meeting on July 13, 2022, a public hearing was held, and Doom MADE A MOTION, SECOND BY Schroeder to recommend to City Council to approve the request by Mynor Noe Garcia and Dora Leticia Ramirez for a Variance Adjustment Permit to rebuild a nonconforming structure with reduced front yard. ALL VOTED IN FAVOR OF THE MOTION.</p>
Fiscal Impact:	None known.
Alternative/ Variations:	None recommended.
Recommendations:	The Planning Commission recommends that the Council approve the request by Mynor Noe Garcia and Dora Leticia Ramirez for a Variance Adjustment Permit to rebuild a nonconforming structure with reduced front yard.

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 build a house in the required front yard on the premises described as:

EXHIBIT A
City of Marshall, County of Lyon, State of Minnesota
905 West 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 Mynor Noe Garcia and Dora Leticia Ramirez to build a house in the required front yard 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: July 26, 2022.

ATTEST:

Mayor

City Clerk

(SEAL)

This Instrument Drafted By:
Jason R. Anderson, P.E.
City Engineer/Zoning Administrator
File No. 1152

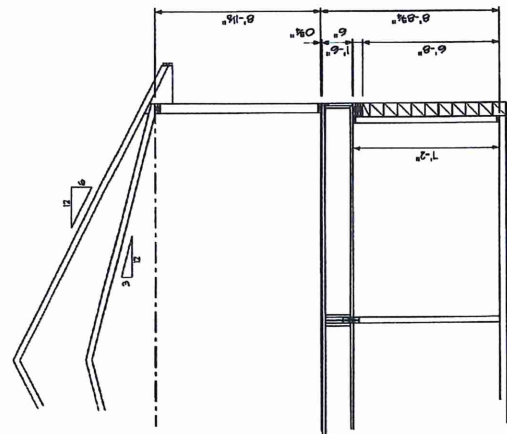
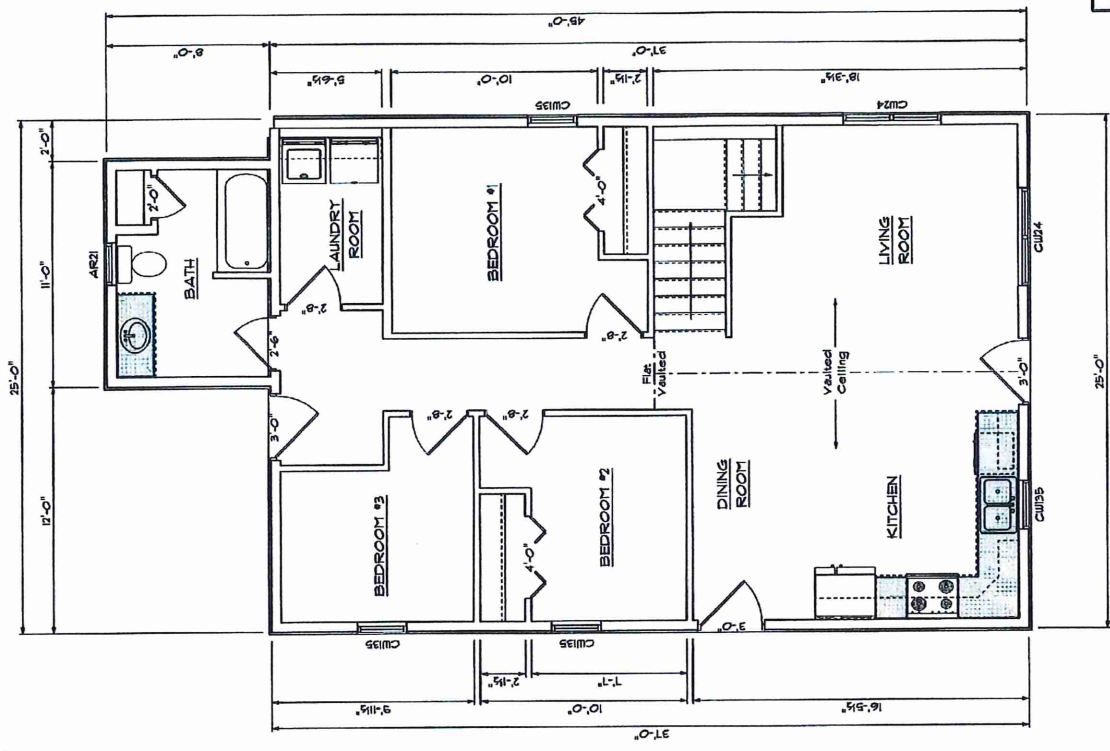
Property Information

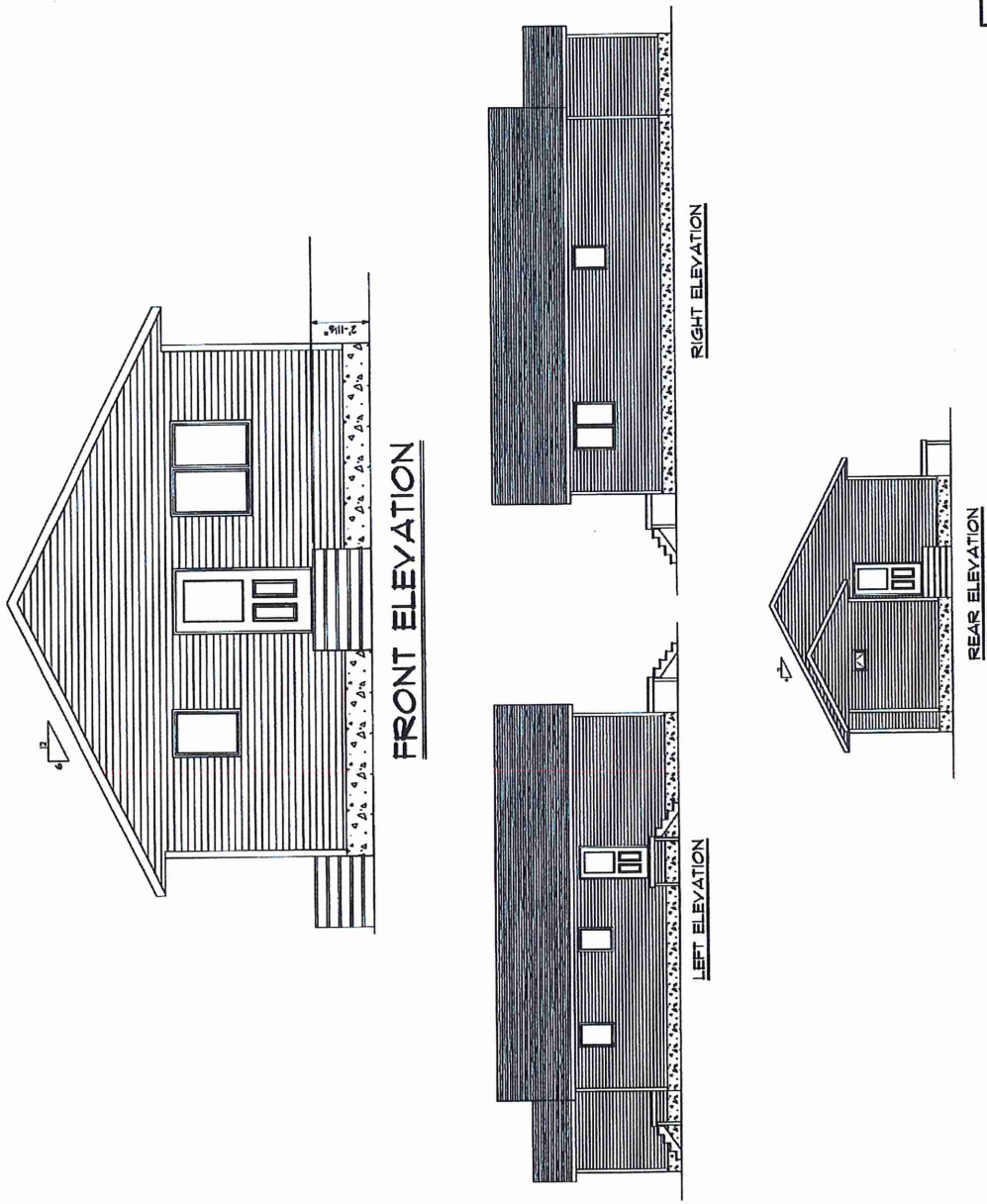
County: Lyon

Legal description:

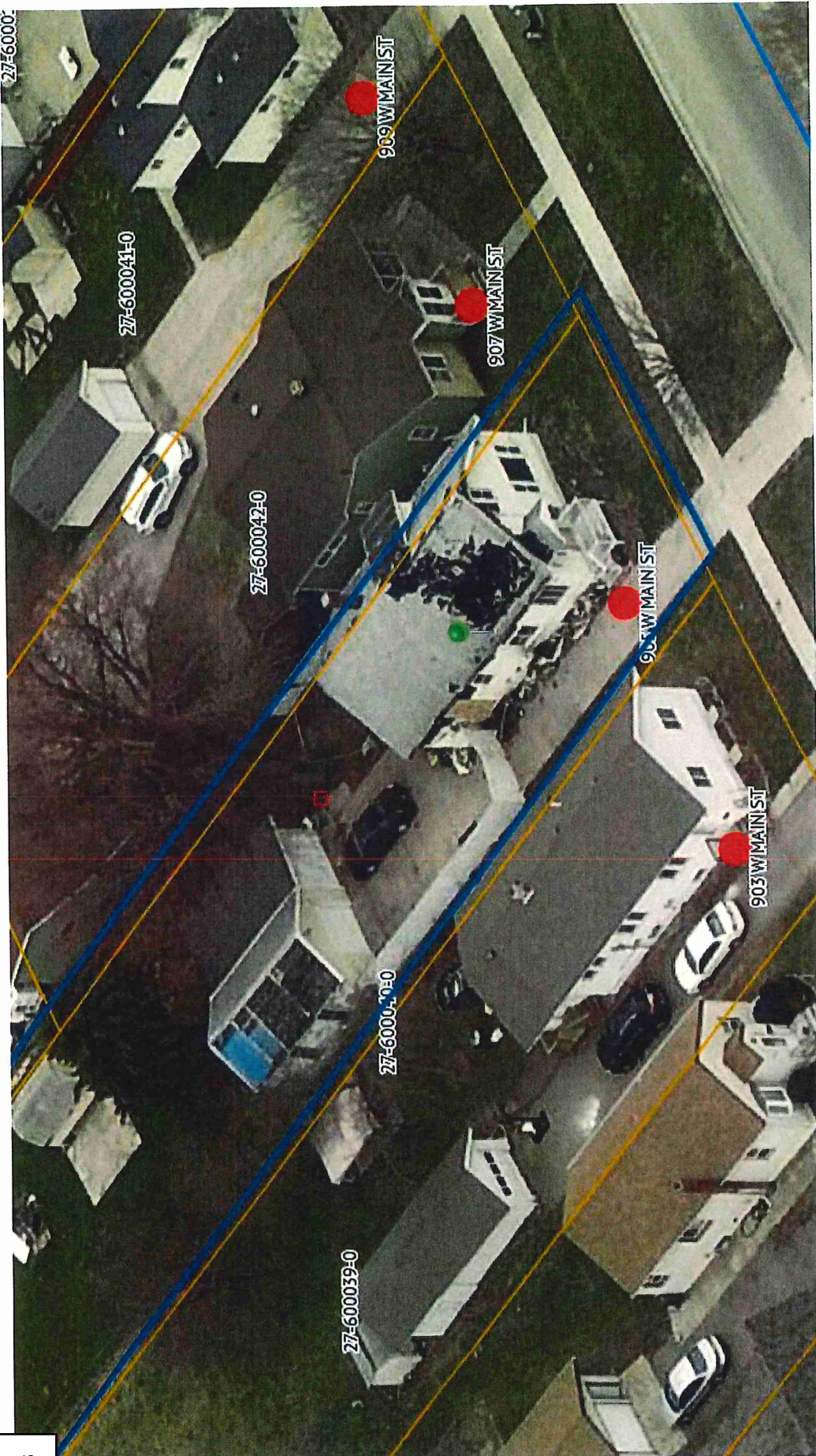
Exhibit A That part of the Southeast Quarter (SE 1/4 of NE1/4) of section 5. Township 111 Range 41 described as follow to wit: Beginning at a point in the Southwesterly line of Main Street extended: which point is 750 feet Northwesterly from the intersection of said Southwesterly line of Main Street extended with the East line of said Section 5, township 111, of range 41, as measured along said street line; running thence Northwesterly along said street line a distance of 50 feet; thence Southwesterly and at right angles to said street line to a point which is 100 feet Northeasterly from the center line of the Main Track of the Chicago and Northwestern Railway Company as measured at right angles thereto; thence Southwesterly parallel with said center line of said Main Track to intersection of a line draw from the aforesaid point of beginning Southwesterly at right angles to the said street line; and thence Northeasterly in a direct line to the point of beginning; as said Main Street is laid out on the plant of said Main Street extended, in the City of Marshall and recorded in office of Register of Deeds of said Lyon County, Minnesota.

STIMPert ENTERPRISES
 SLEEPY EYE, MN.
 SCALE: 1/4" = 1'-0" APPROVED DRAWN BY: SAC
 DATE: 3/17/22 REVISED
Myron Garcia
 Rembler
 DRAWING NUMBER
 TBD





STIMPert ENTERPRISES		SLEEPY EYE, MN.	
SCALE	1/4" = 1'-0"	APPROVED	DRAWN BY: SPC
DATE	8/22/22	REVIS	REVISED
Mynor Garcia		DRAWING NUMBER	
Rembler		TBD	



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of labor agreements between the City of Marshall and AFSCME, Council No. 65
Background Information:	<p>The 2019-2021 labor agreements with AFSCME, Council No. 65 expired on December 31, 2021. Tentative agreement with the union on contract terms for new three-year agreements (2022-2024) have been reached.</p> <p>A copy of the documents for consideration and a summary of the amendments are attached.</p> <p>This tentative agreement is consistent with the general wage increases and implementation of the compensation study approved by the Council for the non-union and both LELS Police unions.</p>
Fiscal Impact:	Staff will review at the meeting.
Alternative/ Variations:	None recommended.
Recommendations:	to approve a collective bargaining agreement and memorandum of understanding between the City of Marshall and AFSCME, Council 65.

Summary of AFSCME contract amendments:

Labor Agreement

1. Cover page: update dates of contract
2. Table of contents: updated
3. Article I–Purpose of Agreement: update date of contract
4. Article 3–Definitions: addition of *Business Days*
5. Article 6–Grievance Procedure: amend “calendar” to “business” days which provides additional time to review the grievance, discuss the grievance with supervisory staff, and conduct interviews/meetings to determine the facts of the issue and possible resolution
6. Article 16–Insurance: update dates of contract
7. Article 10–Discipline: Copies of written reprimands to be given to the employee, not the union.
8. Article 11–Overtime/Compensatory time: Annual payout of compensatory time over 45 hours.
9. Article 12–Shift Differential: RBA&E Maintenance Technicians to be paid an additional \$0.50 per hour worked between 5:00 p.m. and 12:00 a.m.
10. Article 13-19: updated article numbers
11. Article 13–Standby: increase standby pay to \$24.00 per day for the wastewater Plant Operators and Maintenance Operators.
12. Article 14: Insurance: update dates of contract and establish union representation on an insurance committee.
13. Article 20–Holidays:
 - a) The wastewater plant is staffed 7 days per week/365 days per year. When a holiday falls on a Saturday or Sunday, clause 20.5 serves to clarify when wastewater employees who work rotating shift schedules receive holiday pay, either on the observed holiday or on the actual holiday.
 - b) Clause 20.6 provides clarification on when the employee is eligible for premium pay.

14. Article 24–Clothing: increases the clothing allowance from \$350 to \$375 and the protective footwear allowance to from \$175 to \$200. The footwear allowance language specific to AFSCME employees is currently listed in the Personnel Policy, Appendix A; that policy language will be removed in the place of language in the contract.

15. Article 29–Duration: update dates of contract.

16. Appendix A:

- a. language regarding implementation of the new A-J pay structure and wage schedules for 2022, 2023, and 2024. The union has accepted the new pay structure and has agreed to an implementation plan consistent with what the Council approved for non-union and both LELS unions.
- b. Wage schedules reflect the following general wage increase:
 - 2022–2%
 - 2023–3%
 - 2024–3%

Memorandum of Understanding: update of effective dates of the proposed wage schedule for the term of the agreement (effective 1st day of the pay period that includes January 1).

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

January 1, 2022– December 31, 2024

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

ARTICLE 1 - PURPOSE OF AGREEMENT

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

The intent and purpose of this AGREEMENT is to:

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - DEFINITIONS

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

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

ARTICLE 4 - EMPLOYER AUTHORITY

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

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

ARTICLE 5 - UNION SECURITY

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

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

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

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

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance:

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

- 6.2 Union Representatives:

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

- 6.3 Processing of a Grievance:

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

6.4 Procedure:

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Step 5

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

6.5 Arbitrator's Authority:

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

6.6 Waiver:

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

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

6.8 Choice of Remedy:

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

ARTICLE 7 - SAVINGS CLAUSE

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

ARTICLE 8 – PROBATION

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

ARTICLE 9 - SENIORITY

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

ARTICLE 10 - DISCIPLINE

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

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

ARTICLE 11 – OVERTIME/COMPENSATORY TIME

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

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

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

ARTICLE 12—SHIFT DIFFERENTIAL

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

ARTICLE 13 – STAND-BY

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

ARTICLE 14- INSURANCE

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

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

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

ARTICLE 15 - NON-DISCRIMINATION

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

ARTICLE 16- PART-TIME EMPLOYEE BENEFITS

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

ARTICLE 17 - VACATION

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

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

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

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

ARTICLE 18 - SICK LEAVE

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

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

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

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

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

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

ARTICLE 19- SEVERANCE PAY

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

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

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

ARTICLE 20- HOLIDAYS

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

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

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

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

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

ARTICLE 21- JURY DUTY

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

ARTICLE 22 - LEAVES OF ABSENCE

- 22.1 Employees will be provided leaves of absence with and/or without pay as required by law. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.
- 22.2 Employees may be provided with a paid personal leave of absence at the discretion of the EMPLOYER to a maximum of twelve (12) hours per calendar year.

ARTICLE 23- FUNERAL/BEREAVEMENT LEAVE

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

ARTICLE 24- CLOTHING

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

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

ARTICLE 25- WORK SCHEDULES

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

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

ARTICLE 26—SEPARATION FROM EMPLOYMENT

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

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

ARTICLE 27– JOB POSTINGS

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

ARTICLE 28– WAIVER

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

ARTICLE 29- DURATION

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

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

FOR THE CITY OF MARSHALL

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

Robert J. Byrnes
Mayor

Business Agent

City Clerk

Union President

Date

Date

**APPENDIX A
WAGE SCHEDULE**

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

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

12/31/2021 New Pay Structure

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

2022 2% General Wage Increase

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

2023 3% General Wage Increase

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

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

2024 3% General Wage Increase

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

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

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The City of Marshall

and

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

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

I. PURPOSE & SCOPE

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

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

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

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

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

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

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

III. EFFECTIVE DATE AND SIGNATURE

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

City of Marshall

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

Mayor

Business Agent

City Clerk

Union Steward

Date: _____

Date: _____

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

January 1, ~~2019-2022~~ – December 31, ~~2021~~2024

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

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, ~~2019~~2022 between the City of Marshall, hereinafter called the EMPLOYER, and American Federation of State, County and Municipal Employees, Council No. 65 (AFSCME), Local Union No. 1687 H AFC-CIO hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - DEFINITIONS

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

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

ARTICLE 4 - EMPLOYER AUTHORITY

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

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

ARTICLE 5 - UNION SECURITY

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

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

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

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

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance:

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

- 6.2 Union Representatives:

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

- 6.3 Processing of a Grievance:

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

6.4 Procedure:

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

Step 1

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

Step 2

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

Step 3

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

Step 4

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

Step 5

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

6.5 Arbitrator's Authority:

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

6.6 Waiver:

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

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

6.8 Choice of Remedy:

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

ARTICLE 7 - SAVINGS CLAUSE

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

ARTICLE 8 – PROBATION

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

ARTICLE 9 - SENIORITY

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

ARTICLE 10 - DISCIPLINE

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

ARTICLE 11 – OVERTIME/COMPENSATORY TIME

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

- 11.4 Overtime will be calculated to the nearest fifteen (15) minute.
- 11.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 11.6 An employee called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a scheduled shift is not a call back.
- 11.7 Compensatory time may be granted to an employee in lieu of overtime pay at the mutual agreement of the employee and supervisor, provided that such compensatory time earned does not exceed a total accumulation of 60 hours. Once an employee has accrued 60 hours of compensatory time, all further overtime will be paid. The maximum accrual carry-over shall be limited to 45 hours of compensatory time. Any compensatory time above ~~the 45 hours limit not utilized by March 1st~~ shall be paid out as overtime on the last pay date of the calendar year in the following pay period.

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

ARTICLE 12—SHIFT DIFFERENTIAL

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

ARTICLE ~~12-13~~ – STAND-BY

- ~~4213.1~~ The EMPLOYER maintains the right to make stand-by assignments per Article 4.1 of this agreement.
- ~~4213.2~~ The EMPLOYER shall make stand-by assignments for qualified personnel. The positions eligible for stand-by assignments are: Wastewater Treatment Plant Operator I, Wastewater Treatment Plant Operator II, Wastewater Treatment Senior Maintenance Operator, and Wastewater Treatment Maintenance Operator.
- ~~4213.3~~ The EMPLOYEE on stand-by assignment shall be compensated at a flat rate of ~~\$18.00~~24.00 per day, a 24-hour period beginning at 8:00 a.m. or other time as assigned, and will remain at that amount during the term of this Agreement.
- ~~4213.4~~ The EMPLOYEE on stand-by assignment shall carry a cellular phone at all times and be available to report within 30-minutes to call-up orders. Assigned EMPLOYEES who fail to respond to call-up orders within 30-minutes may be subject to disciplinary proceedings and forfeiture of stand-by pay.

~~42~~13.5 In addition to stand-by pay, when an EMPLOYEE is required to correct problems off-site through the plant monitoring system, the EMPLOYEE shall be compensated for actual time spent in accordance with his/her current wage rate and pay practices or additional compensation as provided in Article 11.1. Compensation for a call-back to the treatment facility for an EMPLOYEE on stand-by shall be paid in accordance with Article 11.6.

~~42~~13.6 EMPLOYEES on stand-by assignment shall maintain a suitable fitness for duty in accordance with City Policies.

ARTICLE ~~13~~14- INSURANCE

The EMPLOYER will contribute for each full-time employee for single group insurance the same amount the City contributes for other non-organized City employees in ~~2019~~2022, ~~2020~~2023 and ~~2021~~2024.

The EMPLOYER will contribute for each full-time employee for group insurance, including dependent coverage the same amount the City contributes for other non-organized City employees in ~~2019~~2022, ~~2020~~2023 and ~~2021~~2024.

The EMPLOYER agrees to establish an insurance committee on which the UNION shall have no less than one representative and no more than three representatives. ~~This language will sunset on December 31, 2019.~~

ARTICLE ~~14~~15 - NON-DISCRIMINATION

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

ARTICLE ~~15~~16- PART-TIME EMPLOYEE BENEFITS

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

ARTICLE ~~16~~17 - VACATION

~~46~~17.1 Full-time employees shall earn vacation at the following rates.

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

~~46~~17.2 An employee terminating employment prior to six months of service shall not receive vacation pay on termination. An employee terminating service after six months of service shall receive accumulated vacation pay provided the employee was not terminated for cause.

~~46~~17.3 Vacation time must be arranged and approved by the EMPLOYER-designated representative. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate more than two (2) times their allowed annual vacation earnings.

ARTICLE ~~17~~18 - SICK LEAVE

~~47~~18.1 Full-time employees shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation full-time employees shall earn four (4) hours of sick leave for each month on paid status. Full-time employees hired after January 1, 2001 will be limited to a maximum accumulation of one thousand two hundred (1,200) hours of sick leave.

~~47~~18.2 For the purpose of accruing sick leave only, employees with a date of hire that is on or before the 5th of the month shall be considered to have started employment on the first day of that month. Employees with a date of hire between the 6th and the 21st of the month will receive 4 hours sick leave for that month. Employees with a date of hire on or after the 22nd of the month shall be considered to have started employment on the first of the month following the date of hire.

~~47~~18.3 To be eligible to receive sick leave benefits employees must notify the EMPLOYER-designated representative at least one hour prior to the start of their scheduled shift unless unusual circumstances prevent the employee from such prior notification. Employees may use sick leave benefits for an absence due to illness or injury. Sick leave may be granted when the employee is unable to perform work duties due to illness, injury, or disability, the necessity for medical, dental, chiropractic, or psychological care, for child birth or pregnancy disability, maternity or paternity leave, or exposure to contagious disease where such exposure may endanger the health of others. Accrued sick leave benefits may also be used for absences due to an illness or injury to the employee's child, adult child, sibling, spouse, parent, mother-in-law, father-in-law, stepparent, grandchild, and grandparent in accordance with Minnesota law (Section 181.9413). For the purposes of this clause, "child" means a stepchild, biological, adopted, or foster child, either under 18 years of age, or under 20 and still attending secondary school.

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

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

4718.4 Employees may use sick leave when disabled and unable to perform the duties of their position and as required by law. Employees injured in the line of duty and eligible for workers' compensation benefits shall receive sick leave benefits to the extent of their accrued sick leave to supplement their workers' compensation benefits to equal their normal compensation. The employee's sick leave bank will be charged for the amount of the supplemental payments.

4718.5 On termination, except for just cause, employees or their estate shall receive payment for unused sick leave at the following rates:

- | | | |
|----|--------------------------------|--------------------------|
| a. | after five years of service | 20% of unused sick leave |
| b. | after ten years of service | 30% of unused sick leave |
| c. | after fifteen years of service | 40% of unused sick leave |
| d. | after twenty years of service | 50% of unused sick leave |

ARTICLE 4819- SEVERANCE PAY

4819.1 Following 20 years of service with the City, employees (or their estate) are eligible for severance pay if:

- a) the employee terminates employment in good standing with the City; or
- b) the employee becomes disabled to the extent that he/she can no longer work for the City; or
- c) in the event of the death of the employee.

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

4819.2 Employees that are terminated from the City due to disciplinary action are not eligible to receive severance pay.

4819.3 Employees hired after January 1, 2016 are not eligible for Severance Pay.

ARTICLE 4920- HOLIDAYS

4920.1 The following legal holidays are observed as paid holidays for all full-time employees:

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

4920.2 In addition to the above specific legal holidays, eligible Employees will be granted two 8-hour floating holidays. Floating holidays must be approved by the appropriate supervisor, and should be requested by the employee at least one (1) week in advance of the day

requested off. Floating holidays may not be carried into the next fiscal year. Floating holidays are earned on a pro-rated basis over the following 12 months; therefore, if an employee leaves City employment prior to the time the floating holiday has been earned, the final paycheck will be adjusted accordingly.

~~4920.3~~ Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter. For purposes of calculating the specified holidays and floating holidays, each holiday is calculated in terms of eight (8) hours for a total of 72 hours of legal holiday and 16 hours of floating holiday.

~~4920.4~~ When a specified holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for City operations/facilities that are closed on holidays.

~~4920.5~~ For employees at the wastewater facility on rotating shift schedules who are scheduled to work on a holiday, clause 20.4 shall not apply. For all other employees on rotating shift schedules who are not scheduled to work on the holiday, clause 20.4 shall apply. If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of time off scheduled duty with the approval of the employee's designated supervisor within thirty (30) days of the holiday at the employee's regular hourly rate of pay. When an employee is scheduled to work on a holiday, or ~~W~~when an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1-1/2) times the regular rate, plus-eight (8) hours regular rate holiday pay.

~~4920.6~~ On the fourth Thursday in November (Thanksgiving Day), December 25th (Christmas Day), and January 1st (New Year's Day), an employee who is directed to work a non-scheduled shift, or directed to work outside of their regularly scheduled shift on the holiday, shall be paid two times the employee's regular rate of pay for hours worked, plus eight (8) hours regular rate holiday pay. This language does not apply to the hours an employee is scheduled to work on these se dates holiday (Thanksgiving Day, Christmas Day, or New Year's Day)(fourth Thursday in November, December 25th or January 1st).

~~4920.7~~ An employee on an unpaid leave of absence is not eligible for holiday pay.

ARTICLE ~~2021~~- JURY DUTY

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

ARTICLE ~~21-22~~ - LEAVES OF ABSENCE

~~2122.1~~ Employees will be provided leaves of absence with and/or without pay as required by law. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.

~~2122.2~~ Employees may be provided with a paid personal leave of absence at the discretion of the EMPLOYER to a maximum of twelve (12) hours per calendar year.

ARTICLE ~~2223~~- FUNERAL/BEREAVEMENT LEAVE

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

ARTICLE 2324- CLOTHING

Eligible full-time employees listed by job classification in Appendix A shall be provided with a clothing allowance of three hundred fifty (\$~~350~~375.00) per calendar year by ~~voucher~~ reimbursement for the purchase of all work clothing as authorized by the EMPLOYER.

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

ARTICLE 2425- WORK SCHEDULES

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

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

ARTICLE 2526—SEPARATION FROM EMPLOYMENT

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

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

ARTICLE 2627— JOB POSTINGS

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

ARTICLE 2728— WAIVER

| 2628.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

| 2628.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE ~~2829~~- DURATION

This AGREEMENT shall be effective as of January 1, ~~2019-2022~~ and shall remain in full force and effect until December 31, ~~2021~~2024.

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

FOR THE CITY OF MARSHALL

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

Robert J. Byrnes
Mayor

Business Agent

~~Kyle Box~~City Clerk
~~City Clerk~~

Union President

Date

Date

APPENDIX A

Wage Schedule, effective January 1, 2019 – December 31, 2019 – 2.00%

JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Plans Examiner/Asst Zoning Adm	26.99	28.49	30.59	32.39	34.19	35.99
Senior Engineering Specialist	26.99	28.49	30.59	32.39	34.19	35.99
Building Services Coordinator	26.99	28.49	30.59	32.39	34.19	35.99
Lead Maintenance Worker	24.90	26.56	28.22	29.88	31.54	33.20
Building Inspector II	24.90	26.56	28.22	29.88	31.54	33.20
Engineering Specialist	23.93	25.52	27.12	28.71	30.31	31.90
WWMT Laboratory Specialist	22.50	24.00	25.50	27.00	28.50	30.00
WWMT Technical Operator	22.50	24.00	25.50	27.00	28.50	30.00
WWMT Plant Operator II	21.90	23.36	24.82	26.28	27.74	29.20
WWMT Sr Maintenance Operator	21.90	23.36	24.82	26.28	27.74	29.20
Mechanic	21.90	23.36	24.82	26.28	27.74	29.20
Building Inspector I	21.90	23.36	24.82	26.28	27.74	29.20
Engineering Technician	20.86	22.25	23.64	25.03	26.42	27.81
Senior Maintenance Worker	20.86	22.25	23.64	25.03	26.42	27.81
WWMT Maintenance Operator	20.86	22.25	23.64	25.03	26.42	27.81
WWMT Plant Operator I	20.86	22.25	23.64	25.03	26.42	27.81
Maintenance Technician	20.86	22.25	23.64	25.03	26.42	27.81
Maintenance Worker	19.28	20.57	21.85	23.14	24.42	25.71
Building Custodian (Arena)	10.59	11.30	12.00	12.71	13.41	14.12

Wage Schedule, effective January 1, 2020 – December 31, 2020 – 3.25%

JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Plans Examiner/Asst Zoning Adm	27.87	29.73	31.59	33.44	35.30	37.16
Senior Engineering Specialist	27.87	29.73	31.59	33.44	35.30	37.16
Building Services Coordinator	27.87	29.73	31.59	33.44	35.30	37.16
Lead Maintenance Worker	25.71	27.42	29.14	30.85	32.57	34.28
Building Inspector II	25.71	27.42	29.14	30.85	32.57	34.28
Engineering Specialist	24.71	26.35	28.00	29.65	31.29	32.94
WWMT Laboratory Specialist	23.24	24.78	26.33	27.88	29.43	30.98
WWMT Technical Operator	23.24	24.78	26.33	27.88	29.43	30.98
WWMT Plant Operator II	22.61	24.12	25.63	27.14	28.64	30.15
WWMT Sr Maintenance Operator	22.61	24.12	25.63	27.14	28.64	30.15
Mechanic	22.61	24.12	25.63	27.14	28.64	30.15

Building Inspector-I	22.61	24.12	25.63	27.14	28.64	30.15
Engineering Technician	21.53	22.97	24.40	25.84	27.27	28.71
Senior Maintenance Worker	21.53	22.97	24.40	25.84	27.27	28.71
WAWT Maintenance Operator	21.53	22.97	24.40	25.84	27.27	28.71
WAWT Plant Operator-I	21.53	22.97	24.40	25.84	27.27	28.71
Maintenance Technician	21.53	22.97	24.40	25.84	27.27	28.71
Maintenance Worker	19.91	21.24	22.57	23.90	25.22	26.55
Building Custodian (Arena)	10.94	11.66	12.39	13.12	13.85	14.58

Wage Schedule, effective January 1, 2021 – December 31, 2021 – 3.25%

JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Plans Examiner/Asset Zoning Adm	28.78	30.70	32.61	34.53	36.45	38.37
Senior Engineering Specialist	28.78	30.70	32.61	34.53	36.45	38.37
Building Services Coordinator	28.78	30.70	32.61	34.53	36.45	38.37
Lead Maintenance Worker	26.54	28.31	30.08	31.85	33.62	35.39
Building Inspector II	26.54	28.31	30.08	31.85	33.62	35.39
Engineering Specialist	25.51	27.21	28.91	30.61	32.31	34.01
WAWT Laboratory Specialist	23.99	25.59	27.19	28.79	30.39	31.99
WAWT Technical Operator	23.99	25.59	27.19	28.79	30.39	31.99
WAWT Plant Operator II	23.35	24.90	26.46	28.02	29.57	31.13
WAWT Sr Maintenance Operator	23.35	24.90	26.46	28.02	29.57	31.13
Mechanics	23.35	24.90	26.46	28.02	29.57	31.13
Building Inspector I	23.35	24.90	26.46	28.02	29.57	31.13
Engineering Technician	22.23	23.71	25.19	26.68	28.16	29.64
Senior Maintenance Worker	22.23	23.71	25.19	26.68	28.16	29.64
WAWT Maintenance Operator	22.23	23.71	25.19	26.68	28.16	29.64
WAWT Plant Operator I	22.23	23.71	25.19	26.68	28.16	29.64
Maintenance Technician	22.23	23.71	25.19	26.68	28.16	29.64
Maintenance Worker	20.56	21.93	23.30	24.67	26.04	27.41
Building Custodian (Arena)	11.29	12.04	12.79	13.55	14.30	15.05

APPENDIX A
WAGE SCHEDULE

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

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

12/31/2021 New Pay Structure

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

2022 2% General Wage Increase

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

2023 3% General Wage Increase

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

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

2024 3% General Wage Increase

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

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

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The City of Marshall

and

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

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

I. PURPOSE & SCOPE

The purpose of this MOU is to aid in the efficient administration of general wage increases by identifying implementation dates applicable to Appendix A (Wage Schedules) of the ~~2019-2021~~2022-2024 Labor Agreement.

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

The UNION and the CITY ratified an Agreement on ~~February 12, 2019~~July 26, 2022 providing wage schedules effective on the following dates: January 1, ~~2019-2022~~ – December 31, ~~2019-2022~~ and January 1, ~~2020-2023~~ – December 31, ~~2020-2023~~, and January 1, ~~2021-2024~~ – December 31, ~~2021-2024~~.

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

January 1, ~~2019-2022~~ – December 31, ~~2019-2022~~ schedule to be implemented on December ~~2420, 2018~~2021.
January 1, ~~2020-2023~~ – December 31, ~~2020-2023~~ schedule to be implemented on December ~~2319, 2019~~2022.
January 1, ~~2021-2024~~ – December 31, ~~2021-2024~~ schedule to be implemented on ~~December 21~~January 1, 20202024.

III. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective as of ~~December 24, 2018~~July 26, 2022 and shall remain in full force and effect until December 31, ~~2021~~2024. In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

City of Marshall

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

Mayor

Business Agent

City Clerk

Union Steward

Date: _____

Date: _____



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	INFO
Subject:	Tall Grass Liquor Annual Report
Background Information:	Tall Grass Liquor Store Manager Eric Luther will present the annual report.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Informational only.



MARSHALL

Tall Grass Liquor

2021 Annual Report



This report is the City of Marshall's Municipal Liquor Operations Report outlining the liquor activities of Tall Grass Liquor over the past year. The information herein also provides a history of sales data and past events. This report includes analysis over the past five (5) calendar years.

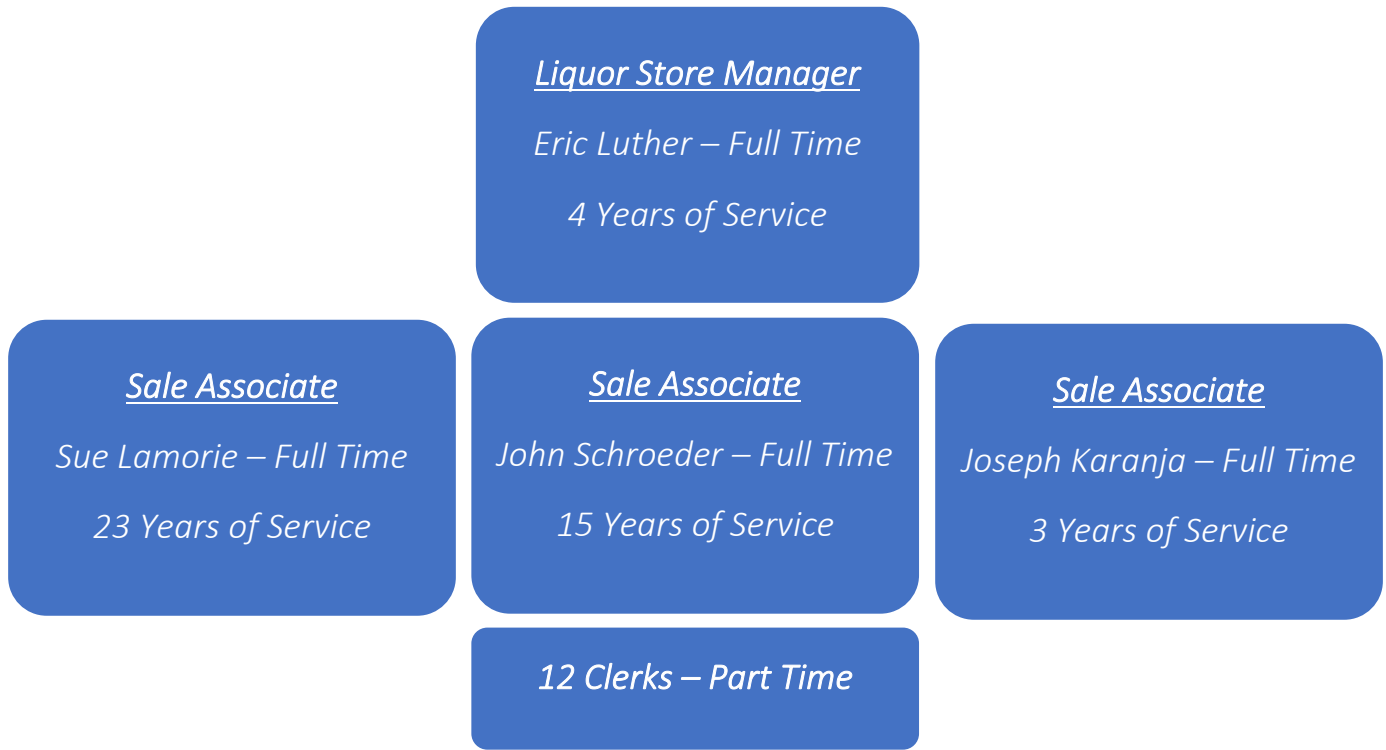
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I. Liquor Operations

The Marshall Municipal Liquor store has been in operation since 1934. The current liquor store is located at 1410 Boyer Drive and has been operating at this location since November of 2016. To this day, the profits from the liquor operations provide a much-needed revenue source for the Marshall community. Profits from the municipal liquor store help to reduce the property tax levy and provides funds for special projects.

Organizational Structure



Mission Statement

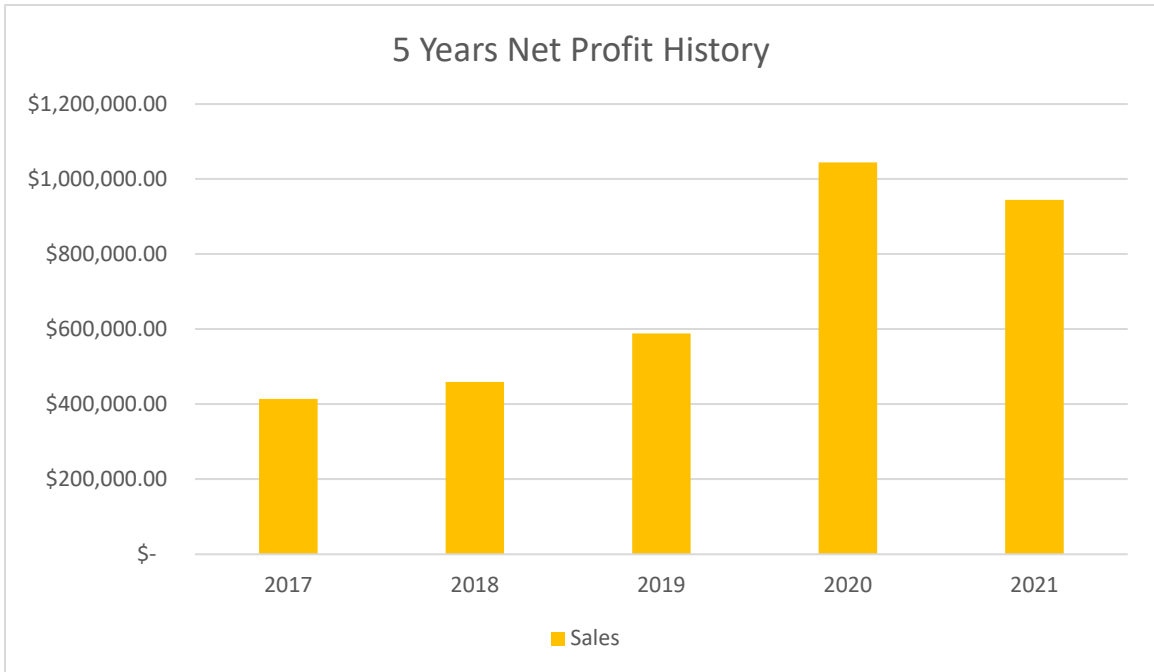
The business is designed and intended to control the sale of alcohol by following all statutes established by the State of Minnesota, by providing the best quality shopping experience for our customers, at a profit that is reinvested back into the community, and by providing an environment that is positive for customers, associates and managers.

Store Priorities

- Working clean and safe
- Store Tours by all staff to identify areas for improvement throughout shift
- Friendly and helpful to all customers/co-workers
- Keeping all areas of the store organized/stocked/faced

II. Sales & Profits

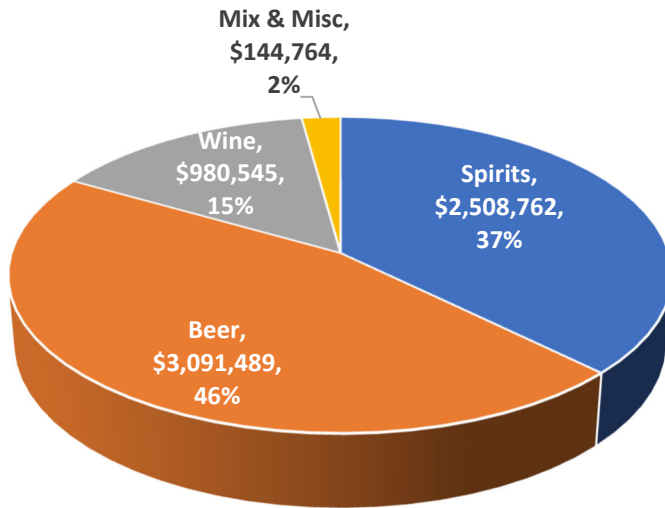
In 2021, the overall sales of the Liquor Operation were \$6,725,679 with a net profit of \$944,305. This was a decrease of total sales by \$134,573 and a net profit decrease of \$99,799 when compared to 2020.



Sales & Gross Profit by Category

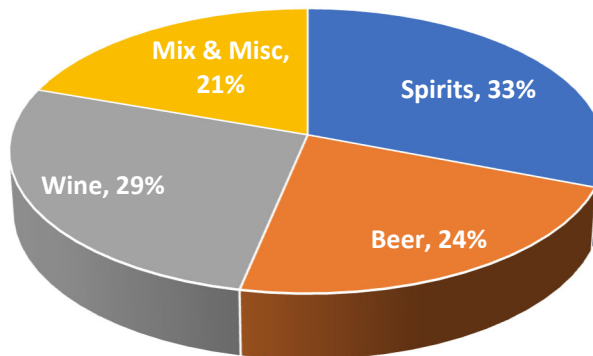
The adjacent chart shows the distribution of the 2021 annual sales based upon the four categories of: Beer, Spirits, Wine & Mix & Miscellaneous. Beer Sales account for 46% of total sales, with Spirits accounting for 37%.

2021 Sales by Category

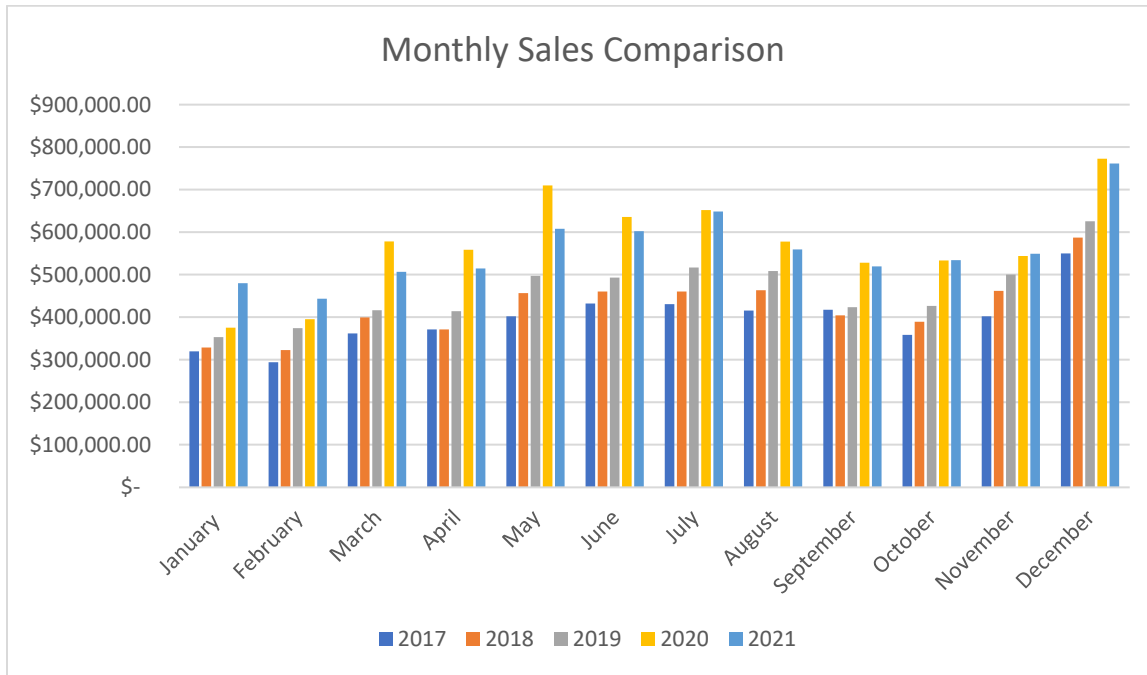


2021 Gross Profit by Category

The adjacent chart shows gross profit percentage by category. Even though Beer has the highest sale dollars, wine and spirits have the higher gross profit percentage.



Monthly Sales 2017-2021



III. Trends

- RTD’s (Ready to Drink) Cocktails have grown in popularity and have surpassed Hard Seltzers as a growing trend. Brands like Jameson, Absolut, Malibu, Ciroc and Two Chicks have all entered with several choices of RTD’s.

IV. Events

In-store sampling has resumed in 2021 with weekly in-store tastings. Larger tasting events like the Fall wine walkabout and the Holiday wine/spirits walkabout were held at the store to promote trial/purchase during the end of 2021.

Customers and Marshall Area Community continue to have interest in tasting before purchasing wine/spirits. Hosting the walkabouts with a large selection of products helps customers with their purchasing decisions/ during the Holiday season.

V. Community Service Support

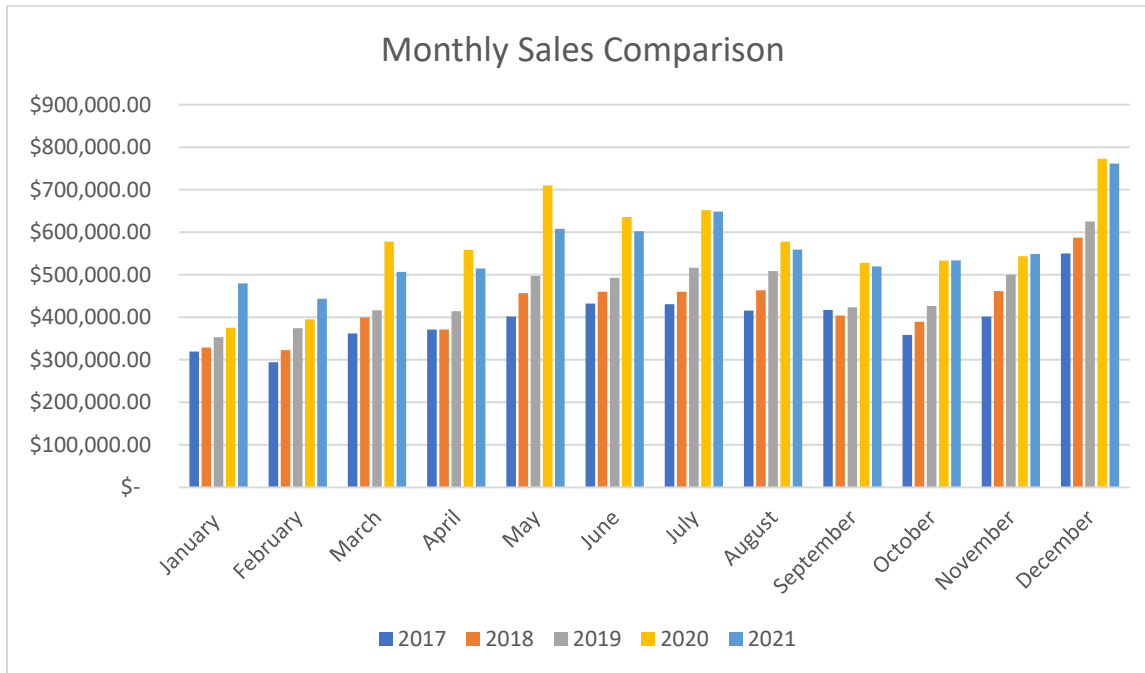
- Tracy Pet Rescue donation of loose change from customers and staff.
- United Way Imagination Library donation of loose change from customers and staff.
- SMSU Foundation donation through supplier donated items used at several of their fundraising events.
- Post-prom donation for students attending event.

VI. Accomplishments

- Completed beverage alcohol off-sale training/carding for all staff.
- Attendance at the Minnesota Municipal Beverage Association regional meeting and annual meeting.

VII. Semi Annual Review (January – June)

	2020	2021	2022	2021/2022 % Change
Sales	\$3,252,675	\$3,154,402	\$3,236,617	2.6%
Customer Count	98,995	96,284	96,645	0.4%
Average Ticket	\$32.86	\$32.76	\$33.49	2.2%



VIII. Proposed 2023 Budget

2023 sales estimates are based on a conservative baseline of 2022. Currently we are trending slightly above 2021 sales. Customers are seeing the value and benefit of the Tall Grass Liquor off-sale shopping experience compared to that of on-sale liquor.

A 27%-28% Gross Profit margin will be the target for 2023. Monthly reporting will ensure we are on track to hit this goal. We are continuing to see the benefit of the investments made in 2020 with the free-standing 50ml merchandiser, self-serve cooler for displaying single cans for purchase and the Pick Six Mix & Match area. All of these were designed for customers to 'add on' purchases to their existing selections benefitting the store with a higher ticket average and increased gross profit dollars.

In 2021, the installation of new beer cooler wall wrap with raised lettering to identify the beer cooler categories and rolling out an online eShop ordering/payment for curbside pickup helped improve the customer service experience at Tall Grass Liquor.

So far in 2022 a re-color/re-seal of the cement floor and the purchase of a 2nd single serve refrigerated cooler/merchandiser to expand the single can/chilled wine offerings have been completed. A mop sink will be added in the Fall 2022 to help with clean up of broken bottles and beer packages in the warehouse area.

Item that we would like to include in 2023:

- Replace floor in the employee break room along with the floor carpet squares in the front entry area and hallway leading to the office.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of the Fire Department’s amended organizational structure and wage schedule
Background Information:	<p>Director of Public Safety Jim Marshall and Fire Chief Quentin Brunsvold are requesting Council consideration of a proposal to amend the command structure within the Fire Department. The Personnel Committee reviewed this proposal on July 19 and recommends approval.</p> <p>The proposal requests approval to amend the job titles and job descriptions for three of the command positions, transitioning the three (3) existing Assistant Chief positions into 1 Assistant Chief of Training, 1 Assistant Chief of Operations, and 1 Deputy Fire Chief. The proposed organizational structure and job descriptions are included in the background materials. No change is being requested to staffing levels; rather, this change provides clarification of duties within the command structure of the fire department. (If approved by the Council, the Fire Chief job description would also be amended to reflect supervision of the Deputy Chief position.)</p> <p>Staff propose to amend the wage schedule for the Deputy Chief of Administration, with a starting annual pay rate of \$5,077.10, which is a \$1,000 (annual) increase over the Assistant Chief pay rate in 2022. Thereafter, the pay rate would be adjusted per Council’s prior direction for paid-on-call employees—3% for 2023 and 3% for 2024. The Assistant Chief of Training and Assistant Chief of Operations pay rates would remain unchanged.</p> <p>Due to an employee retirement and a resignation, there are currently two open command positions. HR would work with the Fire Chief to open the Deputy Chief of Administration position for applications first, and following that selection process, the Assistant Chief position(s) would then follow.</p> <p>One additional amendment to the wage schedule being proposed is the addition of the title Technical Rescue Firefighter with the same pay rate that corresponds to the Hazardous Materials Technician/Firefighter pay rate.</p>
Fiscal Impact:	
Alternative/Variations:	None recommended.
Recommendations:	To approve the Fire Department amended organizational structure and wage schedule



OBJECT OF REPORT

To seek the City Council's approval of the Marshall Fire Department's organizational restructuring proposal and approval of job descriptions that align with the restructuring and assignment of responsibilities.

BACKGROUND

The Marshall Fire Department currently has a command structure within the organization that is steep in rank. Numerous command positions exist to provide leadership to the five (5) truck companies within the fire department. Administrative duties and responsibilities have been shared between the Fire Chief and the three (3) Assistant Fire Chiefs. The renaming of the current ranks highlighted provides clarification of responsibilities that align with each position.

CURRENT PROPOSALS

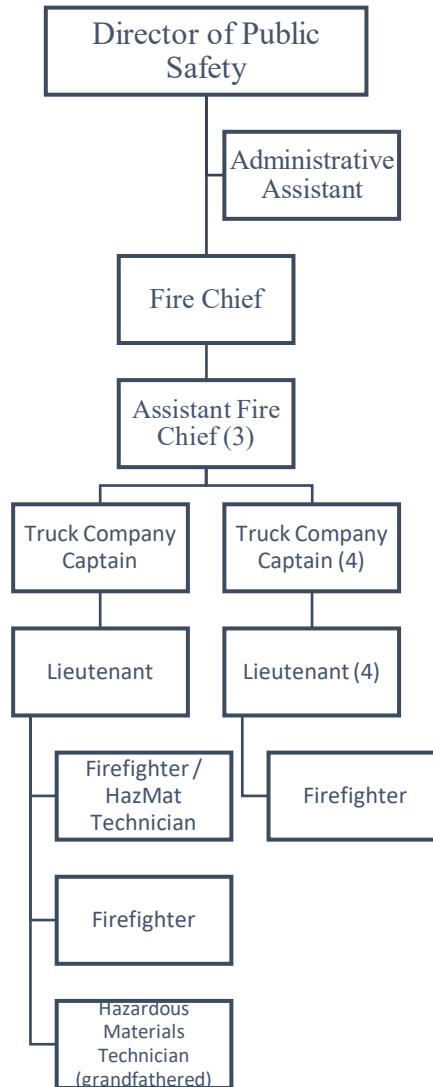
The proposal would be to amend the job titles and description that currently exist for the three (3) Assistant Fire Chief positions. The identified changes below only highlight some of the changes to the positions. Other duties outlined in their job description would apply. The proposed changes are as follows:

1. **Deputy Fire Chief:** This position would create a clear second in command who would assume command in the absence of the Fire Chief. The Deputy Fire Chief would assist with all administrative duties and oversee all the Standard Operating Guidelines (SOG) and implementation of the Lexipol system.
2. **Assistant Fire Chief -Training:** This position would be responsible for the implementation of all training programs and ensuring all firefighters are in compliance with OSHA and Minnesota State Fire Marshal training requirements.
3. **Assistant Fire Chief – Operations:** This position would be responsible for all equipment maintenance and repair. Management of personnel and equipment would be done through management software.

FINANCIAL IMPACT

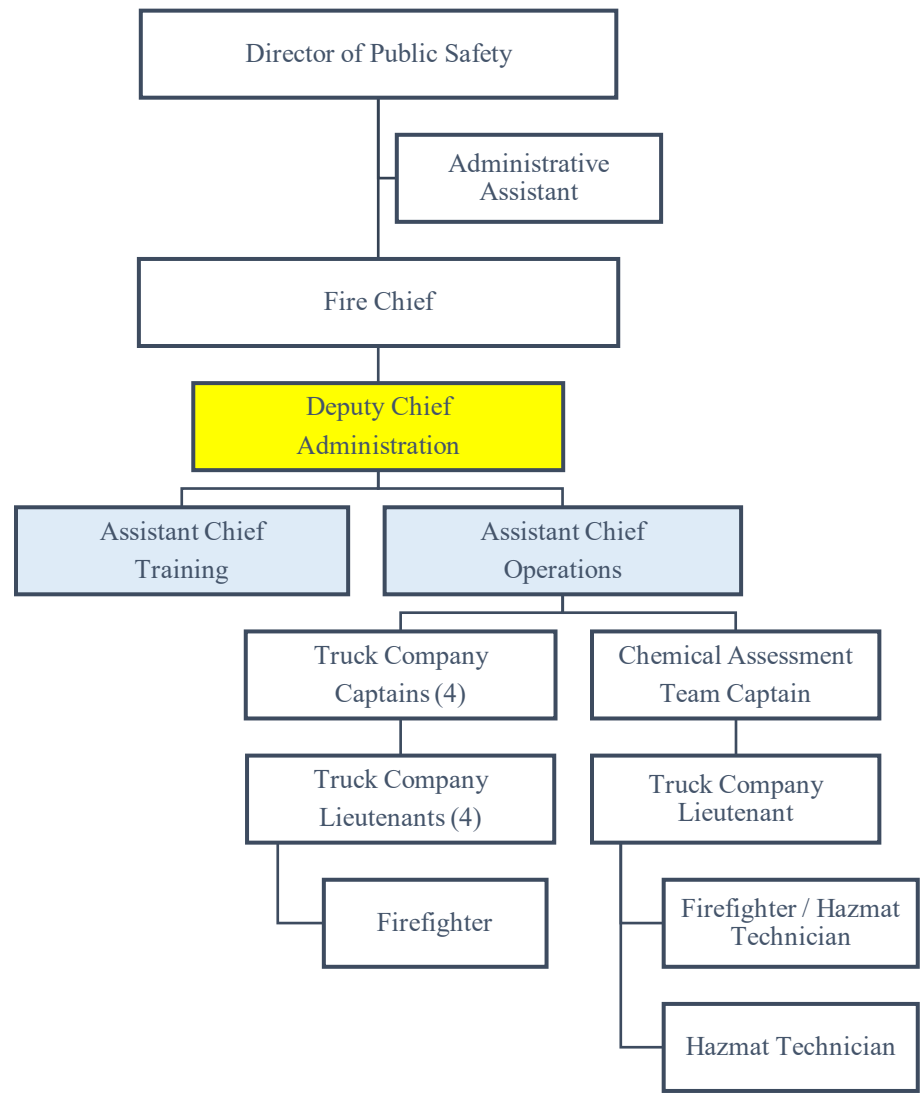
The proposal does not add additional personnel or command staff. The proposed changes involve identifying specific job duties and responsibilities with the current three Assistant Fire Chief positions.

Organizational Chart—FIRE DEPART--CURRENT



Item 15.

Organizational Chart—FIRE DEPT-PROPOSED



PROPOSED

2022 Paid-on-Call Wage Schedule--2% General Wage Increase

	Hourly	Annual Salary
Firefighter	\$ 18.13	
HazMat Technician / Firefighter	\$ 20.40	
Technical Rescue Firefighter	\$ 20.40	
Fire Chief	\$ 18.13	\$ 10,533.90
Deputy Fire Chief--Administration	\$ 18.13	\$ 5,077.10
Assistant Fire Chief-- Training / Operations	\$ 18.13	\$ 4,077.10
Fire Captain	\$ 18.13	\$ 1,735.97
Fire Lieutenant	\$ 18.13	\$ 1,163.33
Janitor (Marshall Fire Hall--annual salary)		\$ 2,990.63
Hazardous Materials Technician--In-jurisdiction Response	\$ 25.29	
Hazardous Materials Technician--State Response	\$ 62.50	

2023 Paid-on-Call Wage Schedule--3% General Wage Increase

	Hourly	Annual Salary
Firefighter	\$ 18.67	
HazMat Technician / Firefighter	\$ 21.01	
Technical Rescue Firefighter	\$ 21.01	
Fire Chief	\$ 18.67	\$ 10,849.92
Deputy Fire Chief--Administration		\$ 5,229.41
Assistant Fire Chief-- Training / Operations	\$ 18.67	\$ 4,199.41
Fire Captain	\$ 18.67	\$ 1,788.05
Fire Lieutenant	\$ 18.67	\$ 1,198.23
Janitor (Marshall Fire Hall--annual salary)		\$ 3,080.35
Hazardous Materials Technician--In-jurisdiction Response	\$ 26.05	
Hazardous Materials Technician--State Response	\$ 62.50	

2024 Paid-on-Call Wage Schedule--3% General Wage Increase

	Hourly	Annual Salary
Firefighter	\$ 19.23	
HazMat Technician / Firefighter	\$ 21.64	
Technical Rescue Firefighter	\$ 21.64	
Fire Chief	\$ 19.23	\$ 11,175.42
Deputy Fire Chief--Administration		\$ 5,386.30
Assistant Fire Chief-- Training / Operations	\$ 19.23	\$ 4,325.39
Fire Captain	\$ 19.23	\$ 1,841.69
Fire Lieutenant	\$ 19.23	\$ 1,234.18
Janitor (Marshall Fire Hall--annual salary)		\$ 3,172.76
Hazardous Materials Technician--In-jurisdiction Response	\$ 26.83	
Hazardous Materials Technician--State Response	\$ 62.50	

CITY OF MARSHALL
Job Description

POSITION TITLE: Deputy Fire Chief - Administration	DATE: 2022-07-26
DIVISION: Public Safety—Fire Department	FLSA STATUS: Non-exempt; Paid On-Call
ACCOUNTABLE TO: Fire Chief	UNION STATUS: NA

SUMMARY OF POSITION

To assist in the administration, supervision, and direction of the department by assuming command of special assignments and accompanying responsibilities including, but not limited to: prevention and mitigation of emergencies and disaster, public education, code enforcement to protect life and property; response to emergencies involving fire, medical, rescue, and response to environmental concerns. The Deputy Chief is a command officer, reporting directly to the Fire Chief.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assume command of any incident or call for service until properly relieved by the Fire Chief.
2. Assists the Fire Chief in the overall administration of the Department.
3. Assists the Fire Chief in planning strategies for fighting fires.
4. Assists the Fire Chief in supervising and evaluation of members of the Department.
5. Assists the Fire Chief with record-keeping, reports, public education, and administrative duties.
6. Assists the Fire Chief in maintaining a supply inventory and orders supplies as necessary in accordance with the City’s purchasing policy.
7. Assists the Fire Chief with scene safety at training drills and fire rescue scenes.
8. Serves as the public relations representative for the Department in the absence of the Fire Chief.
9. Assist the Fire Chief in the development and implementation of goals, objectives, regulations, and SOG’s, policies, and procedures for assigned area of responsibility including fire operations, fire prevention, fire inspections, fire investigation, emergency medical services, hazardous materials, emergency management or training; identify resource needs; recommend and implement policies and procedures
10. Assists the Fire Chief with the administration of monthly training bulletins from the Lexipol system.
11. Assists the Fire Chief with the Administration of all Fire Prevention activities / needs.
12. Assists the Fire Chief with management of the ISO rating process.
13. Assists the Fire Chief in the development of the Fire Department budget; forecast personnel, financial, and physical resource needs.
14. Plans, directs and coordinates recruiting and hiring procedures.
15. Supervises and participates in planning and research activities to improve fire services.
16. Performs all essential functions of the Firefighter position including but not limited to:
 - a. Promptly and efficiently, responds to the fire station regardless of time of day for various types of emergencies such as fires of all types (building, trash, automobile, wild land, etcetera), accidents, medical emergencies, hazardous material releases, and natural disasters.
 - b. Drives and operates fire and emergency vehicles in emergency and non-emergency situations. Operates a variety of power and hand operated equipment; lays, connects, and handles supply and attack hoses; holds nozzles and directs water and chemical streams to ensure fire extinguishment; ensures that proper water pressure is available; ventilates burning buildings; placing, raising, climbing, and lowering ground ladders of various lengths; uses a variety of portable extinguishers, hand tools, and related equipment; performs overhaul and salvage operations, removes debris.
 - c. Performs search and rescue operations at the scene of a fire, automobile accident or other emergency; provides extrication from entrapment of all types; administers first aid to injured or sick persons and stabilizes patients as needed or directed by paramedics, hospital staff, and/or emergency physicians; Maintains scene preservation for fire or police investigations.
 - d. Daily, weekly, monthly, and annually, inspects, tests, cleans, and maintains equipment and vehicles; reports safety hazards or maintenance problems to an officer; performs regularly scheduled preventive maintenance on vehicles and equipment; performs building maintenance and general custodial work at the fire station and other department facilities.
 - e. Conducts community fire prevention and safety education classes including facility tours, giving lectures, presenting videos, and displaying fire apparatus and equipment.

- f. Attends meetings, training programs, and certification classes as required; participates in continuous training in fire suppression, prevention, and drill exercises; participates in emergency medical training to maintain required certifications.
17. Performs other duties as apparent or assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

MINIMUM QUALIFICATIONS:

- A. Must meet all Firefighter minimum qualifications and pre- and post-employment special requirements.
- B. Must be a current Marshall Firefighter in good standing.
- C. Three years of firefighter experience, including one year as a member of the Marshall Fire Department.
- D. Must possess the following IFSAC or ProBoard certifications: Firefighter II, Fire Officer II, Fire Instructor I, (or obtain within eighteen (18) months of hire date.)
- E. Must possess NIMS ICS-100, ICS-300, ICS-0700, ICS-800 certifications, (or obtain within 18 months of hire date)
- F. Must have the ability to be on-call one week of every 4 weeks, or as directed.

DESIRABLE QUALIFICATIONS

- A. Prior management and supervisory experience
- B. IFSAC or ProBoard certification: Fire Instructor II
- C. IFSAC or ProBoard certification: Fire Officer III
- D. IFSAC or ProBoard certifications: Fire Inspector I, II & III
- E. IFSAC or ProBoard certifications: Fire Investigator
- F. IFSAC or ProBoard certification: Plan Examiner I

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment.
- Working knowledge of first aid and resuscitation techniques and their application.
- Considerable knowledge of applicable laws, ordinances, departmental standard operating guidelines, and procedures.
- Ability to learn and skill in the operating and mechanical principles of fire apparatus and equipment, and medical equipment; demonstrate mechanical aptitude.
- Ability to train and supervise subordinate personnel.
- Requires the ability to utilize mathematical formulas; add and subtract totals; multiply and divide; determine percentages; determine time and weight; and utilize statistical inference.
- Knowledge of the geography of the city and the ability to become familiar with all roadways and highways, major traffic, and fire hazards.
- Ability to react quickly, calmly, and professionally while under pressure in emergency situations.
- Ability to lead firefighters to work effectively and efficiently as a member of a team and understand and follow detailed oral and written directions promptly and accurately.
- Ability to communicate orally effectively to individuals and/or in a group setting, ability to write various reports, and the ability to analyze and solve problems.
- Ability to communicate with two-way communications systems.
- Responsible for the use of discretion and judgment in emergency situations and the care, condition, and use of department apparatus, equipment, supplies, and facilities.
- Learn to operate and enter data into a computer terminal, personal computer, or other keyboard device. Produce written documents using proper grammar and punctuation.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.

Job Description/Deputy Fire Chief -- Administration

- Establish and maintain cooperative, respectful, and professional relationships with those contacted in the course of work and perform in a manner that protects the interests of the city and the department.
- Ability to learn and identify situations that are immediately dangerous to life and health.
- Ability to learn the risks involving in firefighting and emergency medical incidents.
- Ability to work independent of direct supervision.
- Ability to read and speak English. This requirement relates to fire command situations and is necessary for employee safety.
- Ability to maintain confidentiality of all private and/or confidential information as a result of personnel actions, meetings, drills, and emergency calls.
- Responsible for maintaining a personal level of physical fitness to maintain the ability to perform minimum required job skills.

SUPERVISION:

This position performs under the direct supervision of the Fire Chief, with minimal supervision. The work is reviewed through direct observation of performance of personnel and equipment, reports, meetings, and conferences with the Fire Chief, who reviews work accomplishments primarily in the broad interest of ensuring fire, life safety, public education for the city.

PROBLEM SOLVING

The problem solving and decision-making challenges vary from incident to incident in that every scene is a different work setting, unique in its location, weather conditions, participants, injuries, and hazards that is performed in a time-sensitive, high-stress situation. In most cases, immediate action is required to mitigate the emergency scene, causing the Deputy Fire Chief to be flexible and adaptable to changing conditions. Other problem-solving situations include non-emergency work during contact with citizens and co-workers.

ACCOUNTABILITY

Responsible for following all lawful orders and accountable to all positions and ranks below him/her. Accountable for completing dangerous tasks in dangerous environments to mitigate emergencies, as well as providing compassionate, quality service to the community and its citizens. Responsible for maintaining an inclusive, non-threatening workplace with and for all department personnel.

TOOLS AND EQUIPMENT USED

First aid equipment, fire apparatus, fire pumps, hoses, other standard firefighting equipment, ladders, radio, pager, personal computer, and phone.

REQUIREMENTS AND WORKING CONDITIONS

The physical demands and work environment characteristics described here are representative of those an employee encounters and must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must perform duties in office, vehicles, indoor/outdoor settings, and emergency scene environments. Performs during daylight and night hours for extended periods with little rest or sleep. Operates in adverse weather conditions, natural disasters, extreme heat, or cold, dense smoke, toxic or explosive atmospheres, extreme heights, structurally weakened buildings, confined space, traffic hazards, building, wild land, trash, and automobile fires, and with patients posing severe infectious disease hazards (e.g., tuberculosis, hepatitis, AIDS) to health.

Must be able to make quick, lucid decisions during physically and mentally stressful situations. The amount of hazardous exposure time varies with the number of emergency incident responses, non-emergency activities, and assigned companies. Must maintain knowledge, skills, and abilities consistent with National Fire Protection Association (NFPA) 1001, Standard for Firefighter Professional Qualifications.

Required to be on-call 24-hours per day, including weekends and holidays, and may be required to work extended periods of time with little or no notice. Due to the varied and unpredictable nature of the work, may also be required to work under the following conditions: wearing protective gear, carrying appropriate tools, and wearing self-

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contained breathing apparatus, weighing a combined total of up to or over 100 pounds, while performing emergency duties. Exposed to a variety of weather conditions and are required to tolerate very hot and very cold temperatures.

While performing emergency medical assistance and rescue activities, may lift and carry victims and move equipment requiring the use of stomach and back muscles. Required to have the ability to hear a variety of warning devices and alarms, gas leaks, or calls for help. Some rescue duties require the operation of mechanical rescue equipment and the monitoring of proper safety techniques. The tools used require precise arm-hand-eye coordination and movements, such as when operating a chain saw or rescue equipment. The operation of firefighting equipment often requires the coordinated movement of more than one limb simultaneously.

Emergency situations may require work in small, cramped crawl spaces, areas where vision is limited, and/or at extreme heights including rooftops or on ladders. Must be able to distinguish among colors including the color of smoke and flame to determine the type or source of the fire, or to identify other potentially dangerous situations. May be part of a special operational team that exposes him/her to additional life-threatening hazards and dangers.

The fire service is paramilitary in nature and the Deputy Fire Chief, during emergency operations, give orders, which must be carried out promptly and without question, unless detrimental to personal safety and welfare.

Job entails regular exposure to dangerous situations under disagreeable conditions, including smoke, heights, fire, fumes, heat, cold, emergency driving, exposure to dangerous situations with medical emergencies, long shifts, and requires the ability to wear and work in self-contained breathing apparatus for extended periods of time.

See also, attached Physical Requirements and Working Conditions form.

NON-DISCRIMINATION POLICY

The City of Marshall provides equal employment opportunity in accordance with applicable state and federal laws, directives, and regulations. The city will not discriminate against any employee or applicant for employment based on any class protected by state or federal law.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.

Job Description/Deputy Fire Chief -- Administration

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CITY OF MARSHALL
Job Description

POSITION TITLE: Assistant Fire Chief - Operations	DATE: 07/26/2022
DIVISION: Public Safety—Fire Department	FLSA STATUS: Non-exempt; Paid On-Call
ACCOUNTABLE TO: Fire Chief	UNION STATUS: NA

SUMMARY OF POSITION

To assist in the administration, supervision, and direction of the department by assuming command of special assignments and accompanying responsibilities including, but not limited to prevention and mitigation of emergencies and disaster, public education, code enforcement to protect life and property; response to emergencies involving fire, medical, rescue, and response to environmental concerns. The Assistant Fire Chief - Operations is a command officer, reporting directly to the Fire Chief.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assume command of any incident or call for service until properly relieved.
2. Assists the Fire Chief in the overall administration of the Department.
3. Assists the Fire Chief in planning strategies for fighting fires.
4. Assists the Fire Chief in supervising and evaluation of members of the Department.
5. Assists the Fire Chief with ensuring that apparatus, equipment, and gear are always in safe and proper operating condition.
6. Assists the Fire Chief with apparatus repair & inspection record keeping, & inventory, for all fire department personnel & equipment using department records management software.
7. Assists the Fire Chief with reports, public education, and administrative duties.
8. Assists the Fire Chief in maintaining a supply inventory and orders supplies as necessary in accordance with the City's purchasing policy.
9. Assists the Fire Chief with scene safety at training drills and fire rescue scenes.
10. Serves as the public relations representative for the Department in the absence of the Fire Chief.
11. Performs all essential functions of the Firefighter position including but not limited to:
 - a. Promptly and efficiently, responds to the fire station regardless of time of day for various types of emergencies such as fires of all types (building, trash, automobile, wild land, etcetera), accidents, medical emergencies, hazardous material releases, and natural disasters.
 - b. Drives and operates fire and emergency vehicles in emergency and non-emergency situations. Operates a variety of power and hand operated equipment; lays, connects, and handles supply and attack hoses; holds nozzles and directs water and chemical streams to ensure fire extinguishment; ensures that proper water pressure is available; ventilates burning buildings; placing, raising, climbing, and lowering ground ladders of various lengths; uses a variety of portable extinguishers, hand tools, and related equipment; performs overhaul and salvage operations, removes debris.
 - c. Performs search and rescue operations at the scene of a fire, automobile accident or other emergency; provides extrication from entrapment of all types; administers first aid to injured or sick persons and stabilizes patients as needed or directed by paramedics, hospital staff, and/or emergency physicians; Maintains scene preservation for fire or police investigations.
 - d. Daily, weekly, monthly, and annually, inspects, tests, cleans, and maintains equipment and vehicles; reports safety hazards or maintenance problems to an officer; performs regularly scheduled preventive maintenance on vehicles and equipment; performs building maintenance and general custodial work at the fire station and other department facilities.
 - e. Conducts community fire prevention and safety education classes including facility tours, giving lectures, presenting videos, and displaying fire apparatus and equipment.
 - f. Attends meetings, training programs, and certification classes as required; participates in continuous training in fire suppression, prevention, and drill exercises; participates in emergency medical training to maintain required certifications.
12. Performs other duties as apparent or assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

MINIMUM QUALIFICATIONS:

- A. Must meet all Firefighter minimum qualifications and pre- and post-employment special requirements.
- B. Must be a current Marshall Firefighter in good standing.
- C. Three years of firefighter experience, including one year as a member of the Marshall Fire Department.
- D. Must possess the following IFSAC or ProBoard certifications: Firefighter II, Fire Officer II, Fire Instructor I, (or obtain within eighteen (18) months of hire date.)
- E. Must possess NIMS ICS-100, ICS-300, ICS-0700, ICS-800 certifications, (or obtain within 18 months of hire date)
- F. Must have the ability to be on-call one week of every 4 weeks, or as directed.

DESIRABLE QUALIFICATIONS

- A. Prior management and supervisory experience.
- B. IFSAC or ProBoard certification: Fire Instructor II
- C. IFSAC or ProBoard certification: Fire Officer III

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment.
- Working knowledge of first aid and resuscitation techniques and their application.
- Considerable knowledge of applicable laws, ordinances, departmental standard operating guidelines, and procedures.
- Ability to learn and skill in the operating and mechanical principles of fire apparatus and equipment, and medical equipment; demonstrate mechanical aptitude.
- Ability to train and supervise subordinate personnel.
- Requires the ability to utilize mathematical formulas; add and subtract totals; multiply and divide; determine percentages; determine time and weight; and utilize statistical inference.
- Knowledge of the geography of the city and the ability to become familiar with all roadways and highways, major traffic, and fire hazards.
- Ability to react quickly, calmly, and professionally while under pressure in emergency situations.
- Ability to lead firefighters to work effectively and efficiently as a member of a team and understand and follow detailed oral and written directions promptly and accurately.
- Ability to communicate orally effectively to individuals and/or in a group setting, ability to write various reports, and the ability to analyze and solve problems.
- Ability to communicate with two-way communications systems.
- Responsible for the use of discretion and judgment in emergency situations and the care, condition, and use of department apparatus, equipment, supplies, and facilities.
- Learn to operate and enter data into a computer terminal, personal computer, or other keyboard device. Produce written documents using proper grammar and punctuation.
- Establish and maintain cooperative, respectful, and professional relationships with those contacted in the course of work and perform in a manner that protects the interests of the city and the department.
- Ability to learn and identify situations that are immediately dangerous to life and health.
- Ability to learn the risks involving in firefighting and emergency medical incidents.
- Ability to work independent of direct supervision.
- Ability to read and speak English. This requirement relates to fire command situations and is necessary for employee safety.
- Ability to maintain confidentiality of all private and/or confidential information because of personnel actions, meetings, drills, and emergency calls.
- Responsible for maintaining a personal level of physical fitness to maintain the ability to perform minimum required job skills.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.

Job Description/Assistant Fire Chief -- Operations

SUPERVISION

This position performs under the direct supervision of the Fire Chief, with minimal supervision. The work is reviewed through direct observation of performance of personnel and equipment, reports, meetings, and conferences with the Fire Chief, who reviews work accomplishments primarily in the broad interest of ensuring fire, life safety, public education for the city.

PROBLEM SOLVING

The problem solving and decision-making challenges vary from incident to incident in that every scene is a different work setting, unique in its location, weather conditions, participants, injuries, and hazards that is performed in a time-sensitive, high-stress situation. In most cases, immediate action is required to mitigate the emergency scene, causing the Assistant Fire Chief to be flexible and adaptable to changing conditions. Other problem-solving situations include non-emergency work during contact with citizens and co-workers.

ACCOUNTABILITY

Responsible for following all lawful orders and are accountable to all positions and ranks below him/her. Accountable for completing dangerous tasks in dangerous environments to mitigate emergencies, as well as providing compassionate, quality service to the community and its citizens. Responsible for maintaining an inclusive, non-threatening workplace with and for all department personnel.

TOOLS AND EQUIPMENT USED

First aid equipment, fire apparatus, fire pumps, hoses, other standard firefighting equipment, ladders, radio, pager, personal computer, and phone.

REQUIREMENTS AND WORKING CONDITIONS

The physical demands and work environment characteristics described here are representative of those an employee encounters and must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must perform duties in office, vehicles, indoor/outdoor settings, and emergency scene environments. Performs during daylight and night hours for extended periods with little rest or sleep. Operates in adverse weather conditions, natural disasters, extreme heat, or cold, dense smoke, toxic or explosive atmospheres, extreme heights, structurally weakened buildings, confined space, traffic hazards, building, wild land, trash, and automobile fires, and with patients posing severe infectious disease hazards (e.g., tuberculosis, hepatitis, AIDS) to health.

Must be able to make quick, lucid decisions during physically and mentally stressful situations. The amount of hazardous exposure time varies with the number of emergency incident responses, non-emergency activities, and assigned companies. Must maintain knowledge, skills, and abilities consistent with National Fire Protection Association (NFPA) 1001, Standard for Firefighter Professional Qualifications.

Required to be on-call 24-hours per day, including weekends and holidays, and may be required to work extended periods of time with little or no notice. Due to the varied and unpredictable nature of the work, may also be required to work under the following conditions: wearing protective gear, carrying appropriate tools, and wearing self-contained breathing apparatus, weighing a combined total of up to or over 100 pounds, while performing emergency duties. Exposed to a variety of weather conditions and are required to tolerate very hot and very cold temperatures.

While performing emergency medical assistance and rescue activities, may lift and carry victims and move equipment requiring the use of stomach and back muscles. Required to have the ability to hear a variety of warning devices and alarms, gas leaks, or calls for help. Some rescue duties require the operation of mechanical rescue equipment and the monitoring of proper safety techniques. The tools used require precise arm-hand-eye coordination and movements, such as when operating a chain saw or rescue equipment. The operation of firefighting equipment often requires the coordinated movement of more than one limb simultaneously.

Emergency situations may require work in small, cramped crawl spaces, areas where vision is limited, and/or at extreme heights including rooftops or on ladders. Must be able to distinguish among colors including the color of

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.

Job Description/Assistant Fire Chief -- Operations

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smoke and flame to determine the type or source of the fire, or to identify other potentially dangerous situations. May be part of a special operational team that exposes him/her to additional life-threatening hazards and dangers.

The fire service is paramilitary in nature and Assistant Fire Chiefs, during emergency operations, give orders, which must be carried out promptly and without question, unless detrimental to personal safety and welfare.

Job entails regular exposure to dangerous situations under disagreeable conditions, including smoke, heights, fire, fumes, heat, cold, emergency driving, exposure to dangerous situations with medical emergencies, long shifts, and requires the ability to wear and work in self-contained breathing apparatus for extended periods of time.

See also, attached Physical Requirements and Working Conditions form.

NON-DISCRIMINATION POLICY

The City of Marshall provides equal employment opportunity in accordance with applicable state and federal laws, directives, and regulations. The City will not discriminate against any employee or applicant for employment based on any class protected by state or federal law.

CITY OF MARSHALL
Job Description

POSITION TITLE: Assistant Fire Chief - Training	DATE: 2022-07-26
DIVISION: Public Safety—Fire Department	FLSA STATUS: Non-exempt; Paid On-Call
ACCOUNTABLE TO: Fire Chief	UNION STATUS: NA

SUMMARY OF POSITION

To assist in the administration, supervision, and direction of the department by assuming command of special assignments and accompanying responsibilities including, but not limited to prevention and mitigation of emergencies and disaster, public education, code enforcement to protect life and property; response to emergencies involving fire, medical, rescue, and response to environmental concerns. The Assistant Fire Chief - Training is a command officer, reporting directly to the Fire Chief.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assume command of any incident or call for service until properly relieved.
2. Assists the Fire Chief in the overall administration of the Department.
3. Assists the Fire Chief in planning strategies for fighting fires.
4. Assists the Fire Chief in supervising and evaluation of members of the Department.
5. Assists the Fire Chief with the administration, implementation, and operation of the department training program that includes required OSHA safety training, basic skills for firefighters, drivers, officers and new firefighter recruit training and preparation.
6. Assists the Fire Chief with the administration, implementation, and operation of training programs for state and local special response teams (Chemical Assessment Team & Technical Rescue team).
7. Assists the Fire Chief with developing and maintaining an annual training schedule with a 3-year cycle of exercises.
8. Assists the Fire Chief with training record keeping for all fire department personnel using department records management software.
9. Coordinate with qualified and certified outside vendors to initiate internal training classes & exercises.
10. Assists the Fire Chief by identifying, informing, and encouraging employees of available educational opportunities offered by schools and colleges in areas related to their development on the job.
11. Assists the Fire Chief in maintaining a supply inventory and orders supplies as necessary in accordance with the City’s purchasing policy.
12. Assists the Fire Chief with scene safety at training drills and fire rescue scenes.
13. Serves as the public relations representative for the Department in the absence of the Fire Chief.
14. Performs all essential functions of the Firefighter position including but not limited to:
 - a. Promptly and efficiently, responds to the fire station regardless of time of day for various types of emergencies such as fires of all types (building, trash, automobile, wild land, etcetera), accidents, medical emergencies, hazardous material releases, and natural disasters.
 - b. Drives and operates fire and emergency vehicles in emergency and non-emergency situations. Operates a variety of power and hand operated equipment; lays, connects, and handles supply and attack hoses; holds nozzles and directs water and chemical streams to ensure fire extinguishment; ensures that proper water pressure is available; ventilates burning buildings; placing, raising, climbing, and lowering ground ladders of various lengths; uses a variety of portable extinguishers, hand tools, and related equipment; performs overhaul and salvage operations, removes debris.
 - c. Performs search and rescue operations at the scene of a fire, automobile accident or other emergency; provides extrication from entrapment of all types; administers first aid to injured or sick persons and stabilizes patients as needed or directed by paramedics, hospital staff, and/or emergency physicians; Maintains scene preservation for fire or police investigations.
 - d. Daily, weekly, monthly, and annually, inspects, tests, cleans, and maintains equipment and vehicles; reports safety hazards or maintenance problems to an officer; performs regularly scheduled preventive maintenance on vehicles and equipment; performs building maintenance and general custodial work at the fire station and other department facilities.
 - e. Conducts community fire prevention and safety education classes including facility tours, giving lectures, presenting videos, and displaying fire apparatus and equipment.

- f. Attends meetings, training programs, and certification classes as required; participates in continuous training in fire suppression, prevention, and drill exercises; participates in emergency medical training to maintain required certifications.
15. Performs other duties as apparent or assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

MINIMUM QUALIFICATIONS:

- A. Must meet all Firefighter minimum qualifications and pre- and post-employment special requirements.
- B. Must be a current Marshall Firefighter in good standing.
- C. Three years of firefighter experience, including one year as a member of the Marshall Fire Department.
- D. Must possess the following IFSAC or ProBoard certifications: Firefighter II, Fire Officer II, Fire Instructor I, (or obtain within eighteen (18) months of hire date.)
- E. Must possess NIMS ICS-100, ICS-300, ICS-0700, ICS-800 certifications, (or obtain within 18 months of hire date)
- F. Must have the ability to be on-call one week of every 4 weeks, or as directed.

DESIRABLE QUALIFICATIONS

- A. Prior management and supervisory experience.
- B. IFSAC or ProBoard certification: Fire Instructor II
- C. IFSAC or ProBoard certification: Fire Officer III

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES

- Thorough knowledge of modern fire suppression and prevention and emergency medical services principles, procedures, techniques, and equipment.
- Working knowledge of first aid and resuscitation techniques and their application.
- Considerable knowledge of applicable laws, ordinances, departmental standard operating guidelines, and procedures.
- Ability to learn and skill in the operating and mechanical principles of fire apparatus and equipment, and medical equipment; demonstrate mechanical aptitude.
- Ability to train and supervise subordinate personnel.
- Requires the ability to utilize mathematical formulas; add and subtract totals; multiply and divide; determine percentages; determine time and weight; and utilize statistical inference.
- Knowledge of the geography of the city and the ability to become familiar with all roadways and highways, major traffic, and fire hazards.
- Ability to react quickly, calmly, and professionally while under pressure in emergency situations.
- Ability to lead firefighters to work effectively and efficiently as a member of a team and understand and follow detailed oral and written directions promptly and accurately.
- Ability to communicate orally effectively to individuals and/or in a group setting, ability to write various reports, and the ability to analyze and solve problems.
- Ability to communicate with two-way communications systems.
- Responsible for the use of discretion and judgment in emergency situations and the care, condition, and use of department apparatus, equipment, supplies, and facilities.
- Learn to operate and enter data into a computer terminal, personal computer, or other keyboard device. Produce written documents using proper grammar and punctuation.
- Establish and maintain cooperative, respectful, and professional relationships with those contacted in the course of work and perform in a manner that protects the interests of the city and the department.
- Ability to learn and identify situations that are immediately dangerous to life and health.
- Ability to learn the risks involving in firefighting and emergency medical incidents.

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Job Description/Assistant Fire Chief--Training

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- Ability to work independent of direct supervision.
- Ability to read and speak English. This requirement relates to fire command situations and is necessary for employee safety.
- Ability to maintain confidentiality of all private and/or confidential information as a result of personnel actions, meetings, drills, and emergency calls.
- Responsible for maintaining a personal level of physical fitness to maintain the ability to perform minimum required job skills.

SUPERVISION

This position performs under the direct supervision of the Fire Chief, with minimal supervision. The work is reviewed through direct observation of performance of personnel and equipment, reports, meetings, and conferences with the Fire Chief, who reviews work accomplishments primarily in the broad interest of ensuring fire, life safety, public education for the city.

PROBLEM SOLVING

The problem solving and decision-making challenges vary from incident to incident in that every scene is a different work setting, unique in its location, weather conditions, participants, injuries, and hazards that is performed in a time-sensitive, high-stress situation. In most cases, immediate action is required to mitigate the emergency scene, causing the Assistant Fire Chief to be flexible and adaptable to changing conditions. Other problem-solving situations include non-emergency work during contact with citizens and co-workers.

ACCOUNTABILITY

Responsible for following all lawful orders and are accountable to all positions and ranks below him/her. Accountable for completing dangerous tasks in dangerous environments to mitigate emergencies, as well as providing compassionate, quality service to the community and its citizens. Responsible for maintaining an inclusive, non-threatening workplace with and for all department personnel.

TOOLS AND EQUIPMENT USED

First aid equipment, fire apparatus, fire pumps, hoses, other standard firefighting equipment, ladders, radio, pager, personal computer, and phone.

REQUIREMENTS AND WORKING CONDITIONS

The physical demands and work environment characteristics described here are representative of those an employee encounters and must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must perform duties in office, vehicles, indoor/outdoor settings, and emergency scene environments. Performs during daylight and night hours for extended periods with little rest or sleep. Operates in adverse weather conditions, natural disasters, extreme heat, or cold, dense smoke, toxic or explosive atmospheres, extreme heights, structurally weakened buildings, confined space, traffic hazards, building, wild land, trash, and automobile fires, and with patients posing severe infectious disease hazards (e.g., tuberculosis, hepatitis, AIDS) to health.

Must be able to make quick, lucid decisions during physically and mentally stressful situations. The amount of hazardous exposure time varies with the number of emergency incident responses, non-emergency activities, and assigned companies. Must maintain knowledge, skills, and abilities consistent with National Fire Protection Association (NFPA) 1001, Standard for Firefighter Professional Qualifications.

Required to be on-call 24-hours per day, including weekends and holidays, and may be required to work extended periods of time with little or no notice. Due to the varied and unpredictable nature of the work, may also be required to work under the following conditions: wearing protective gear, carrying appropriate tools, and wearing self-contained breathing apparatus, weighing a combined total of up to or over 100 pounds, while performing emergency duties. Exposed to a variety of weather conditions and are required to tolerate very hot and very cold temperatures.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.

Job Description/Assistant Fire Chief--Training

Page 3 of 4

While performing emergency medical assistance and rescue activities, may lift and carry victims and move equipment requiring the use of stomach and back muscles. Required to have the ability to hear a variety of warning devices and alarms, gas leaks, or calls for help. Some rescue duties require the operation of mechanical rescue equipment and the monitoring of proper safety techniques. The tools used require precise arm-hand-eye coordination and movements, such as when operating a chain saw or rescue equipment. The operation of firefighting equipment often requires the coordinated movement of more than one limb simultaneously.

Emergency situations may require work in small, cramped crawl spaces, areas where vision is limited, and/or at extreme heights including rooftops or on ladders. Must be able to distinguish among colors including the color of smoke and flame to determine the type or source of the fire, or to identify other potentially dangerous situations. May be part of a special operational team that exposes him/her to additional life-threatening hazards and dangers.

The fire service is paramilitary in nature and Assistant Fire Chiefs, during emergency operations, give orders, which must be carried out promptly and without question, unless detrimental to personal safety and welfare.

Job entails regular exposure to dangerous situations under disagreeable conditions, including smoke, heights, fire, fumes, heat, cold, emergency driving, exposure to dangerous situations with medical emergencies, long shifts, and requires the ability to wear and work in self-contained breathing apparatus for extended periods of time.

See also, attached Physical Requirements and Working Conditions form.

NON-DISCRIMINATION POLICY

The City of Marshall provides equal employment opportunity in accordance with applicable state and federal laws, directives, and regulations. The City will not discriminate against any employee or applicant for employment based on any class protected by state or federal law.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-009: W. Lyon Street/N. 3 rd Street Reconstruction Project - Consider Acceptance of Proposal for Consultant Services for Design of Street Reconstruction Project.
Background Information:	<p>The above-referenced project is currently identified for 2023 in the City Capital Improvement Plan (CIP). The project limits include: W. Lyon Street (E. College Drive to N. 5th Street) N. 3rd Street (W. Main Street to W. Redwood Street).</p> <p>The proposed project includes the complete reconstruction of the street, curb, sidewalk, driveways, watermain, sanitary sewer, and storm sewer collection system. The street pavement and utilities are in poor condition and City staff believes a reconstruction is necessary.</p> <p>At the City Council meeting on February 8, 2022, Council authorized staff to request for proposals for consultant services for downtown aesthetic improvements. The request included four tasks for the consultant to scope and provide pricing. Task 1 included an Intersection Control Evaluation (ICE) study and report of the N. 3rd/W. Main intersection signal. Task 2 was to provide public information gathering and scoping of the streetscaping elements of the project. Task 3 included preparing design sheets of the streetscaping elements determined through Task 2. Task 4 was an optional task to provide design services of the street reconstruction and utility improvement portion of the project.</p> <p>Three proposals were received on March 3, 2022. Proposals were reviewed at the Public Improvement/Transportation Committee meeting on March 8, 2022, by the Committee, and a proposal review group consisting of two City staff members, the PI/T Committee, and Brad Gruhot, the Chamber President. The Committee recommended award of a contract to Bolton & Menk. Bolton & Menk, while having the lowest cost fee proposal of the three, also provided a strong proposal of services. At the City Council meeting on March 8, 2022, Council accepted the proposal of Bolton & Menk for Tasks 1, 2 and 3 at the approximate cost of \$67,920 per the recommendation of the Public Improvement/Transportation Committee.</p> <p>City staff would now like the City Council to consider authorizing City staff to award Task 4 to Bolton & Menk for the design services contract for the street and utility reconstruction portion of the project. With the loss of our Assistant City Engineer position, staff believes it would be prudent to hire Bolton & Menk for the project design to ensure that we remain on time with project design.</p> <p>Attached is Amendment #001 to the Professional Services Agreement with Bolton & Menk.</p>

Fiscal Impact:	All costs would be billed against the 2023 construction project.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council accept the proposal of Bolton & Menk for Task 4-Design of Street Reconstruction Project in the amount of \$105,338.71.

**AMENDMENT #001 TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF MARSHALL AND BOLTON & MENK, INC.**

This AMENDMENT #001 (“Amendment”) to the original Agreement for Professional Services between the CITY OF MARSHALL (“OWNER”) and Bolton & Menk, Inc. (“ENGINEER”) dated MARCH 11TH, 2022 (the “Agreement”) is made and entered into on this 27TH day of JULY, 2022.

WHEREAS, OWNER has engaged ENGINEER, pursuant to the Agreement, to furnish OWNER with various professional services in connection with the 3rd Street – W. Lyon Street Downtown Corridor Improvements (the “Project”);

WHEREAS, OWNER and ENGINEER have agreed to amend the Agreement as set forth in this Amendment and subject to the terms and conditions of this Amendment; and,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE ATTACHMENT. The Scope Attachment is attached and incorporated herein by reference as Exhibit A. If the OWNER requests or ENGINEER performs additional services for the Project, ENGINEER shall make such request to OWNER in writing, setting forth any changes or additions to the Scope of the Agreement, including any additional deliverables requested for the Project in Exhibit A.

2. FEE ATTACHMENT. The Fee Attachment is attached and incorporated herein by reference as Exhibit B. If the ENGINEER requests additional fees for the services for the Project or for services performed pursuant to Exhibit A, ENGINEER shall make such request to OWNER in writing, setting forth any changes in fees and all fees associated with such additional services, in the same or substantially similar format as Exhibit B. If OWNER agrees to the change in scope or fees proposed by ENGINEER in writing, the parties will adjust the Maximum Fee to account for such changes. No claim for extra services performed by ENGINEER will be allowed by OWNER except as provided in this Amendment nor will ENGINEER perform any services or work not previously approved by OWNER except upon receipt of a written amendment.

3. Additional Forms. Attachments A and B are attached and incorporated into the Agreement.

4. All Other Terms and Conditions of the Agreement. Any conflict or inconsistency as to terms set forth in this Amendment and the Agreement or other writing will be governed by this Amendment.

IN WITNESS WHEREOF, the parties have caused this AMENDMENT #001 to be executed by their duly authorized representatives on the dates written below.

CITY OF MARSHALL

BOLTON & MENK, INC.

SIGNED: _____

SIGNED: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

EXHIBIT A – SCOPE ATTACHMENT TO AMENDMENT #001

This **SCOPE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment

Bolton & Menk, Inc. will complete the detailed design of the proposed street and utility improvements as outlined in the project's RFP Scope of Work.

Task 4: Final Design

Subtask 4.1: Construction Plans

Comprehensive, detailed construction plans and specifications will be prepared. Plan details will comply with MnDOT state aid requirements and include horizontal and vertical alignments, cross sections, storm drainage system plans, enhanced signing and striping plans, stormwater pollution prevention plan, traffic control plan, staging plan, safety element plans, lighting plans, right-of-way, and easement plans, removal plans, turf restoration plans, and utility relocation plans. We will submit final design plans, specifications, and other documents for review at the following stages of completion:

- ***Project Meetings*** – Biweekly, virtual calls to discuss project status and design
- ***30% Plan Submittal*** – Submittal to include preliminary cost estimate, existing conditions and removal plan, construction plan and profile, drainage and utility plan, streetscaping plan, and cross sections
- ***60% Plan Submittal*** – In addition to previously submitted documents, 60% submittal includes hydraulics report, intersection layouts, typical cross sections, utility relocations, and staging plans; if necessary, files will be shared with MnDOT District 8 following 60% submittal
- ***90% Plan Submittal*** – Submittal to include complete construction plan and draft project special provisions
- ***100% Plan Submittal*** - Submittal of final design plans, specifications, and engineer's estimate for approval and signatures, Civil 3D finished ground surface model, all requested C3D files to city and MnDOT plan review checklists

Subtask 4.2 Specifications and Bidding Documents

Bolton & Menk will prepare special provisions specific to project-specific items not covered by the city's general specifications. We will provide special provisions in digital format for the city to include in the overall project proposal.

EXHIBIT B – FEE ATTACHMENT

This **FEE ATTACHMENT** is part of **AMENDMENT #001** to the Agreement. Unless otherwise agreed to in writing by the parties, any conflict or inconsistency as to the terms set forth in the Amendment and the Agreement shall be governed by the Amendment.

1. The parties agree to the following additional services to complete the Project, as set forth below:

Detailed Cost Estimate

Client: City of Marshall										
Project: N. 3rd Street - W. Lyon Street Downtown Corridor Improvements										
Task No.	Work Task Description	Project Manager	Lead Design Engineer	Roadway Designer	Traffic Engineer	Water Resource Specialist	Staff EIT	Total Hours	Total Labor Cost	
4	Design of Street Reconstruction Project	16	120	98	50	162	400	846	\$94,052.42	
Direct Labor Cost		\$2,346.50	\$6,794.00	\$4,410.00	\$4,347.00	\$5,670.00	\$12,120.00			
Total Labor Costs + OH Rate of 214%										\$94,052.42
Fixed Fee 12%										\$11,286.29
Subtotal										\$105,338.71
Total Fee									\$105,338.71	

AMENDMENT (IMPACT TO BUDGET)		
ORIGINAL AGREEMENT	Tasks 1-3	\$68,538.04
AMENDMENT #001	Task 4, Final Design	\$105,338.71
NEW PROJECT TOTAL, MAXIMUM FEE, NOT TO EXCEED		\$173,876.75

2. **PROJECT COMPLETION.** The Project will be completed no later than December 20th, 2022
3. **MAXIMUM FEE.** The Maximum Fee will not exceed: \$173,876.75

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project SWM-007: Independence Park Pond Forebay Expansion Project - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request No. 4.
Background Information:	<p>This project consisted of: the excavation and expansion of the Independence Park Pond Forebay, arch culvert installation, riprap and landscaping rock placement, concrete trail replacement, and other miscellaneous work.</p> <p>The items on Change Order No. 2 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 4) in the amount of \$14,256.04.</p>
Fiscal Impact:	Change Order No. 2 (Final) results in a base bid pay item decrease in the amount of (\$6,424.66) and Final Pay Request No. 4 results in a total contract amount of \$228,120.84. The original contract amount was \$229,255.50.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve Change Order No. 2 (Final) and acknowledge Final Pay Request (No. 4) in the amount of \$14,256.04 for the above-referenced project to Towne & Country Excavating LLC of Garvin, Minnesota.



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	2
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Project Location	Independence Park				
Local Agency	City of Marshall Public Works	Local Project No.	SWM-007		
Contractor	Towne & Country Excavating LLC	Contract No.	Project: SWM-007		
Address/City/State/Zip	1191 260th Ave / Garvin / MN / 56132				
Total Change Order Amount \$	(\$6,424.66)				

Final Reconciling Change Order

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2101.524	CLEARING AND GRUBBING	TREE	\$600.00	-10	(\$6,000.00)
2104.503	REMOVE SEWER PIPE (STORM)	L F	\$5.50	64	\$352.00
2104.504	REMOVE CONCRETE WALK	S Y	\$3.50	-55	(\$192.50)
2501.503	73" SPAN RC PIPE-ARCH CULV CL IIA	L F	\$321.00	1	\$321.00
2511.504	GEOTEXTILE FILTER TYPE 4	S Y	\$3.50	84.44	\$295.54
2511.507	RANDOM RIPRAP CLASS III	C Y	\$70.00	-0.48	(\$33.60)
2511.609	QUARTZITE ROCK	TON	\$520.00	5.65	\$2,938.00
2511.609	RANDOM RIPRAP SPECIAL	TON	\$115.00	-8.74	(\$1,005.10)
2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$20.00	-296	(\$5,920.00)
2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$300.00	-3.6	(\$1,080.00)
2575.605	TURF ESTABLISHMENT	ACRE	\$6,000.00	0.65	\$3,900.00
Net Change this Change Order					(\$6,424.66)

Due to this change, the contract time: (check one)

(X) Is NOT changed () May be revised as provided in MnDOT Specification 1806

Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change: 0
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Approved by Project Engineer: Jessie Dehn Date: 7/5/2022
 Print Name: Jessie Dehn Phone: 507-537-6773

Approved by Contractor: Jeff Towne Date: 7/6/22
 Print Name: Jeff Towne Phone: 507-828-9633

Contract Number: Project:
 SWM-007
 Pay Request Number: 4

Project Number	Project Description
SWM-007	Independence Park Pond Forebay Expansion Project

Contractor: Towne & Country Excavating LLC 1191 260th Ave Garvin, MN 56132	Vendor Number: 01-6389 Up To Date: 07/05/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$229,255.50	Original	\$229,255.50
Contract Changes	\$-1,134.66	Additional	N/A
Revised Contract	\$228,120.84	Total	\$229,255.50

Work Certified To Date	
Base Bid Items	\$223,835.94
Contract Changes	\$4,284.90
Material On Hand	\$0.00
Total	\$228,120.84

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$3,000.00	\$228,120.84	\$0.00	\$213,864.80	\$14,256.04	\$228,120.84
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Jessie Dehn

Project Engineer

07/05/2022

Date

Approved By Towne & Country Excavating LLC

[Signature]

Contractor

7/6/22

Date

VENDOR # 6389
 INVOICE # #4-Final SWM-007
 \$ AMOUNT 14,256.04
 DATE 7-5-2022
 ACCT & PROJ # 630-49600-55170 / SWM-007
 DESCRIPTION #4-Final SWM-007 Ind Pond
 SIGNATURE JD/aborn

Payment Summary					
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	
1	2022-04-26	\$117,777.00	\$5,888.85	\$111,888.15	
2	2022-05-31	\$78,526.34	\$3,926.32	\$74,600.02	
3	2022-06-28	\$28,817.50	\$1,440.87	\$27,376.63	
4	2022-07-05	\$3,000.00	(\$11,256.04)	\$14,256.04	

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Surface Water Management Utility		\$228,120.84	\$0.00	\$213,864.80	\$14,256.04	\$228,120.84

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
630	Local / Other[1]	\$14,256.04	\$228,120.84	\$230,260.60	\$228,120.84

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$12,500.00	1	0	\$0.00	1	\$12,500.00
Base Bid	2	2101.524	CLEARING AND GRUBBING	TREE	\$600.00	3	0	\$0.00	3	\$1,800.00
Base Bid	3	2104.502	REMOVE PIPE APRON	EACH	\$150.00	9	0	\$0.00	9	\$1,350.00
Base Bid	4	2104.502	REMOVE MANHOLE	EACH	\$250.00	1	0	\$0.00	1	\$250.00
Base Bid	5	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$5.50	150	0	\$0.00	150	\$825.00
Base Bid	6	2104.503	REMOVE SEWER PIPE (SANITARY)	L F	\$6.50	184	0	\$0.00	184	\$1,196.00
Base Bid	7	2104.504	REMOVE CONCRETE WALK	S Y	\$3.50	0	0	\$0.00	0	\$0.00
Base Bid	8	2104.504	REMOVE BITUMINOUS SURFACING	S Y	\$2.50	750	0	\$0.00	750	\$1,875.00
Base Bid	9	2105.601	DEWATERING	LS	\$5,500.00	1	0	\$0.00	1	\$5,500.00
Base Bid	9	2105.604	45 MIL EPDM LINER	S Y	\$30.00	120	0	\$0.00	120	\$3,600.00
Base Bid	10	2106.607	COMMON EXCAVATION (P)	CU YD	\$7.00	6975	0	\$0.00	6975	\$48,825.00
Base Bid	10	2106.607	COMMON EMBANKMENT (CV) (P)	CU YD	\$1.75	2320	0	\$0.00	2320	\$4,060.00
Base Bid	11	2211.607	AGGREGATE BASE (CV) CLASS 5	CU YD	\$23.00	81	0	\$0.00	81	\$1,863.00
Base Bid	12	2411.507	GRANULAR BACKFILL (CV)	C Y	\$20.00	14	0	\$0.00	14	\$280.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	13	2501.502	54" RC PIPE APRON W/ TRASH GUARD	EACH	\$6,300.00	1	0	\$0.00	1	\$6,300.00
Base Bid	14	2501.502	73" SPAN RC PIPE-ARCH APRON W/ TRASH GUARD	EACH	\$6,400.00	2	0	\$0.00	2	\$12,800.00
Base Bid	15	2501.503	54" RC PIPE CULVERT DES 3006 CL III	L F	\$357.00	4	0	\$0.00	4	\$1,428.00
Base Bid	16	2501.503	73" SPAN RC PIPE-ARCH CULV CL IIA	L F	\$321.00	54	0	\$0.00	54	\$17,334.00
Base Bid	17	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$250.00	1	0	\$0.00	1	\$250.00
Base Bid	18	2503.602	54" RC BEND - 22.5°	EACH	\$4,000.00	1	0	\$0.00	1	\$4,000.00
Base Bid	19	2504.602	12" PVC CAP	EACH	\$450.00	2	0	\$0.00	2	\$900.00
Base Bid	20	2511.507	RANDOM RIPRAP CLASS III	C Y	\$70.00	33.52	0	\$0.00	33.52	\$2,346.40
Base Bid	22	2511.504	GEOTEXTILE FILTER TYPE 4	S Y	\$3.50	159.44	0	\$0.00	159.44	\$558.04
Base Bid	23	2511.609	QUARTZITE ROCK	TON	\$520.00	107.65	0	\$0.00	107.65	\$55,978.00
Base Bid	24	2521.618	5" CONCRETE WALK	S F	\$4.75	4930	0	\$0.00	4930	\$23,417.50
Base Bid	25	2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$20.00	0	0	\$0.00	0	\$0.00
Base Bid	26	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$300.00	3	1	\$300.00	3	\$900.00
Base Bid	27	2575.601	EROSION CONTROL	LS	\$3,200.00	1	0	\$0.00	1	\$3,200.00
Base Bid	27	2575.605	TURF ESTABLISHMENT	ACRE	\$6,000.00	1.75	0.45	\$2,700.00	1.75	\$10,500.00
Base Bid Totals:								\$3,000.00		\$223,835.94

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SWM-007		\$3,000.00	\$223,835.94

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SWM-007	CO	1	28	2511.609	RANDOM RIPRAP SPECIAL	TON	\$115.00	37.26	0	\$0.00	37.26	\$4,284.90
Contract Change Totals:										\$0.00		\$4,284.90

Contract Total	\$228,120.84
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	Addition of Class III, Quartzite rip rap at pond outlet.	\$0.00	\$4,284.90
2	Final Reconciling Change Order	\$0.00	\$0.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z83: James Avenue Reconstruction Project - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request No. 5.
Background Information:	<p>This project consisted of: 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 items on Change Order No. 2 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 5) in the amount of \$78,767.00.</p>
Fiscal Impact:	Change Order No. 2 (Final) results in a base bid pay item decrease in the amount of (\$45,910.61) and Final Pay Request No. 5 results in a total contract amount of \$857,946.36. The original contract amount was \$849,244.50.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council approve Change Order No. 2 (Final), resulting in a contract decrease in the amount of (\$45,910.61), and acknowledge Final Pay Request (No. 5) in the amount of \$78,767.00 for the above-referenced project to Kuechle Underground of Kimball, Minnesota.



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	2
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Project Location	James Ave (S 4th St to Camden Dr) and Camden Dr (James Ave to S 4th St)				
Local Agency	City of Marshall Public Works	Local Project No.	Z83		
Contractor	Kuechle Underground	Contract No.	Project: Z83		
Address/City/State/Zip	PO Box 509 10998 Hwy 55 East / Kimball / mn / 55353				
Total Change Order Amount \$	(\$45,910.61)				

Final Reconciling Change Order

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2101.524	CLEARING	TREE	\$500.00	-1	(\$500.00)
2101.524	GRUBBING	TREE	\$500.00	-1	(\$500.00)
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.50	138	\$897.00
2104.503	REMOVE CURB & GUTTER	L F	\$7.55	29	\$218.95
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.50	29	\$101.50
2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$5.50	69	\$379.50
2104.504	REMOVE BITUMINOUS SURFACING	S Y	\$3.50	70	\$245.00
2360.609	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$96.00	-77.88	(\$7,476.48)
2451.509	AGGREGATE FOUNDATION	TON	\$20.00	-75	(\$1,500.00)
2503.603	8" PVC PIPE SEWER	L F	\$61.00	-12	(\$732.00)
2503.603	58" SPAN RC PIPE-ARCH SEWER CL IIA	L F	\$234.00	6	\$1,404.00
2503.603	4" PVC PIPE SEWER	L F	\$23.00	2	\$46.00
2503.603	48" RC PIPE SEWER CLASS III	LF	\$174.00	-38	(\$6,612.00)
2503.603	15" PIPE SEWER	L F	\$76.00	-16	(\$1,216.00)
2504.602	6" SLEEVE	EACH	\$460.00	-1	(\$460.00)
2504.603	6" PVC WATERMAIN	L F	\$66.00	4	\$264.00
2504.603	10" PVC WATERMAIN	L F	\$108.00	1	\$108.00
2506.501	SUMP PUMP OUTLET MODIFICATION	LS	\$418.46	1	\$418.46
2506.603	Const. Drainage Structure, Design 6X6	LF	\$1,325.00	-28.05	(\$37,166.25)
2506.603	48" DIA. SANITARY SEWER MANHOLE	LIN FT	\$423.00	-0.08	(\$33.84)
2521.618	6" CONCRETE WALK	S F	\$7.55	79	\$596.45
2521.618	4" CONCRETE WALK	S F	\$5.10	453	\$2,310.30
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$77.05	80	\$6,164.00
2531.603	CONCRETE CURB & GUTTER DESIGN B618	L F	\$16.00	35	\$560.00
2531.604	7" CONCRETE VALLEY GUTTER	SQ YD	\$74.00	35.7	\$2,641.80
2531.618	TRUNCATED DOMES	S F	\$60.00	6	\$360.00
2563.501	TUBE DELINEATORS	LS	\$425.00	1	\$425.00



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	2
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2571.524	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$550.00	-1	(\$550.00)
2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$2,500.00	-1	(\$2,500.00)
2573.502	STORM DRAIN INLET PROTECTION	EACH	\$295.00	2	\$590.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	\$3.10	-140	(\$434.00)
2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$12.00	-80	(\$960.00)
2575.623	RAPID STABILIZATION METHOD 3	MGAL	\$300.00	-10	(\$3,000.00)
Net Change this Change Order					(\$45,910.61)

Due to this change, the contract time: <i>(check one)</i>	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change: 0

Approved by Project Engineer: *Jessie Dehn* Date: *7/20/2022*
 Print Name: *Jessie Dehn* Phone: 507-537-6773

Approved by Contractor: *[Signature]* Date: *7-20-22*
 Print Name: *JEREMY J KUEHL VICE-PRES* Phone: *320-398-8888*

Contract Number: Project: Z83
 Pay Request Number: 5

Project Number	Project Description
Z83	James Ave/Camden Dr Reconstruction

Contractor: Kuechle Underground PO Box 509 Kimball, mn 55353	Vendor Number: 01-5036 Up To Date: 07/20/2022
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Contract Amount

Funds Encumbered

Original Contract	\$849,244.50	Original	\$849,244.50
Contract Changes	\$8,701.86	Additional	N/A
Revised Contract	\$857,946.36	Total	\$849,244.50

Work Certified To Date

Base Bid Items	\$799,848.63
Contract Changes	\$58,097.73
Material On Hand	\$0.00
Total	\$857,946.36

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$37,757.56	\$857,946.36	\$0.00	\$779,179.36	\$78,767.00	\$857,946.36
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Jessie Dehn

Project Engineer

07/20/2022

Date

Approved By Kuechle Underground

[Signature]

Contractor

7-20-2022

Date

Payment Summary					
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request	
1	2021-06-14	\$369,535.70	\$18,476.79	\$351,058.91	
2	2021-07-13	\$284,539.25	\$14,226.96	\$270,312.29	
3	2021-08-17	\$96,129.85	\$4,806.49	\$91,323.36	
4	2021-09-14	\$69,984.00	\$3,499.20	\$66,484.80	
5	2022-07-20	\$37,757.56	(\$41,009.44)	\$78,767.00	

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Sanitary Sewer		\$52,999.96	\$0.00	\$50,141.00	\$2,858.96	\$52,999.96
Stormwater		\$369,765.00	\$0.00	\$326,076.96	\$43,688.04	\$369,765.00
Street		\$368,423.40	\$0.00	\$339,541.30	\$28,882.10	\$368,423.40
Watermain		\$66,758.00	\$0.00	\$63,420.10	\$3,337.90	\$66,758.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
479	Local / Other[1]	\$78,767.00	\$903,856.97	\$898,640.37	\$857,946.36

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$40,000.00	1	0	\$0.00	1	\$40,000.00
Base Bid	2	2101.524	CLEARING	TREE	\$500.00	6	0	\$0.00	6	\$3,000.00
Base Bid	3	2101.524	GRUBBING	TREE	\$500.00	6	0	\$0.00	6	\$3,000.00
Base Bid	4	2104.502	REMOVE MANHOLE	EACH	\$525.00	8	0	\$0.00	8	\$4,200.00
Base Bid	5	2104.502	REMOVE CATCH BASIN	EACH	\$525.00	6	0	\$0.00	6	\$3,150.00
Base Bid	6	2104.502	REMOVE HYDRANT	EACH	\$420.00	1	0	\$0.00	1	\$420.00
Base Bid	7	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$6.50	292	0	\$0.00	292	\$1,898.00
Base Bid	8	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.50	279	54	\$189.00	279	\$976.50
Base Bid	9	2104.503	REMOVE CURB & GUTTER	L F	\$7.55	2176	0	\$0.00	2176	\$16,428.80
Base Bid	10	2104.504	REMOVE CONCRETE PAVEMENT	S Y	\$5.50	193	0	\$0.00	193	\$1,061.50
Base Bid	11	2104.504	REMOVE BITUMINOUS SURFACING	S Y	\$3.50	4141	141	\$493.50	4141	\$14,493.50
Base Bid	12	2104.518	REMOVE SIDEWALK	S F	\$1.25	5483	0	\$0.00	5483	\$6,853.75
Base Bid	13	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$2.50	4048	0	\$0.00	4048	\$10,120.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2106.601	CONSTRUCT EMBANKMENT BERM	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00
Base Bid	15	2106.607	EXCAVATION - COMMON (P)	CU YD	\$6.75	1510	0	\$0.00	1510	\$10,192.50
Base Bid	16	2112.604	SUBGRADE PREPARATION	S Y	\$1.00	3968	0	\$0.00	3968	\$3,968.00
Base Bid	17	2211.607	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$23.75	1392	0	\$0.00	1392	\$33,060.00
Base Bid	18	2360.609	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$96.00	860.12	35.12	\$3,371.52	860.12	\$82,571.52
Base Bid	19	2451.509	AGGREGATE FOUNDATION	TON	\$20.00	0	0	\$0.00	0	\$0.00
Base Bid	20	2501.502	48" RC APRON & GRATE	EACH	\$3,000.00	1	0	\$0.00	1	\$3,000.00
Base Bid	21	2502.503	6" PERF PIPE DRAIN	L F	\$13.00	2008	8	\$104.00	2008	\$26,104.00
Base Bid	22	2503.602	8"X4" PVC WYE	EACH	\$330.00	8	0	\$0.00	8	\$2,640.00
Base Bid	23	2503.603	15" PIPE SEWER	L F	\$76.00	196	0	\$0.00	196	\$14,896.00
Base Bid	24	2503.603	42" RC Pipe Sewer Class III	Lin. Ft.	\$150.00	443	3	\$450.00	443	\$66,450.00
Base Bid	25	2503.603	48" RC PIPE SEWER CLASS III	LF	\$174.00	842	0	\$0.00	842	\$146,508.00
Base Bid	26	2503.603	51" SPAN RC PIPE-ARCH SEWER CL IIA	LF	\$217.00	78	3	\$651.00	78	\$16,926.00
Base Bid	27	2503.603	58" SPAN RC PIPE-ARCH SEWER CL IIA	L F	\$234.00	85	0	\$0.00	85	\$19,890.00
Base Bid	28	2503.603	4" PVC PIPE SEWER	L F	\$23.00	266	0	\$0.00	266	\$6,118.00
Base Bid	29	2503.603	8" PVC PIPE SEWER	L F	\$61.00	528	0	\$0.00	528	\$32,208.00
Base Bid	30	2504.602	1" WATER SERVICE (COMPLETE)	EACH	\$1,750.00	8	0	\$0.00	8	\$14,000.00
Base Bid	31	2504.602	HYDRANT	EACH	\$4,200.00	1	0	\$0.00	1	\$4,200.00
Base Bid	32	2504.602	6" SLEEVE	EACH	\$460.00	1	0	\$0.00	1	\$460.00
Base Bid	33	2504.602	10" PIPE BEND 45 DEGREE	EACH	\$850.00	4	0	\$0.00	4	\$3,400.00
Base Bid	34	2504.602	6"X6" TEE FITTING	EACH	\$698.00	1	0	\$0.00	1	\$698.00
Base Bid	35	2504.602	6" GATE VALVE & BOX	EACH	\$1,945.00	2	0	\$0.00	2	\$3,890.00
Base Bid	36	2504.603	6" PVC WATERMAIN	L F	\$66.00	567	0	\$0.00	567	\$37,422.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	37	2504.603	10" PVC WATERMAIN	L F	\$108.00	21	0	\$0.00	21	\$2,268.00
Base Bid	38	2505.602	1.5" Sump Pump Pop-Up Drain	Each	\$1,300.00	1	0	\$0.00	1	\$1,300.00
Base Bid	39	2505.602	2" Isolation Valve	Each	\$1,100.00	2	0	\$0.00	2	\$2,200.00
Base Bid	40	2505.602	2.5" Isolation Valve	Each	\$1,680.00	2	0	\$0.00	2	\$3,360.00
Base Bid	41	2505.602	Irrigation Line Repair	Each	\$200.00	4	0	\$0.00	4	\$800.00
Base Bid	42	2506.502	CONST DRAINAGE STRUCTURE DESIGN A	EACH	\$2,700.00	6	0	\$0.00	6	\$16,200.00
Base Bid	43	2506.603	Const. Drainage Structure, Design 6X6	LF	\$1,325.00	10.05	-26.45	(\$35,046.25)	10.05	\$13,316.25
Base Bid	44	2506.603	48" DIA. SANITARY SEWER MANHOLE	LIN FT	\$423.00	18.52	0.52	\$219.96	18.52	\$7,833.96
Base Bid	45	2511.507	RANDOM RIPRAP CLASS III	C Y	\$117.00	22.2	0	\$0.00	22.2	\$2,597.40
Base Bid	46	2521.618	4" CONCRETE WALK	S F	\$5.10	7572	0	\$0.00	7572	\$38,617.20
Base Bid	47	2521.618	6" CONCRETE WALK	S F	\$7.55	1229	0	\$0.00	1229	\$9,278.95
Base Bid	48	2531.504	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$77.05	114	0	\$0.00	114	\$8,783.70
Base Bid	49	2531.603	CONCRETE CURB & GUTTER DESIGN B618	L F	\$16.00	2170	0	\$0.00	2170	\$34,720.00
Base Bid	50	2531.618	TRUNCATED DOMES	S F	\$60.00	36	0	\$0.00	36	\$2,160.00
Base Bid	51	2540.502	RELOCATE MAILBOX	EACH	\$265.00	1	0	\$0.00	1	\$265.00
Base Bid	52	2563.601	TRAFFIC CONTROL	LS	\$4,000.00	1	0.5	\$2,000.00	1	\$4,000.00
Base Bid	53	2571.524	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$550.00	2	2	\$1,100.00	2	\$1,100.00
Base Bid	54	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$2,500.00	0	0	\$0.00	0	\$0.00
Base Bid	55	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$295.00	8	0	\$0.00	8	\$2,360.00
Base Bid	56	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	\$3.10	0	0	\$0.00	0	\$0.00
Base Bid	57	2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$12.00	20	20	\$240.00	20	\$240.00
Base Bid	58	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.00	73	3	\$6.00	73	\$146.00
Base Bid	59	2575.505	SEEDING	ACRE	\$5,000.00	0.9	0.15	\$750.00	0.9	\$4,500.00

Contract Item Status											
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date	
Base Bid	60	2575.508	Seed Mixture Fairway & Tee	Lb	\$6.25	16	4	\$25.00	16	\$100.00	
Base Bid	61	2575.508	Seed Mixture Dominant X-Treme 7	Lb.	\$16.00	5.25	1.25	\$20.00	5.25	\$84.00	
Base Bid	62	2575.508	Seed Mixture Elite Landscape	Lb.	\$4.10	101	21	\$86.10	101	\$414.10	
Base Bid	63	2575.601	TURF ESTABLISHMENT	LS	\$5,000.00	1	1	\$5,000.00	1	\$5,000.00	
Base Bid	64	2575.623	RAPID STABILIZATION METHOD 3	MGAL	\$300.00	5	0	\$0.00	5	\$1,500.00	
Base Bid Totals:								\$-20,340.17		\$799,848.63	

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
Z83	Base Bid	(\$20,340.17)	\$799,848.63

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Z83	CO	1	65	2506.603	CONST. DRAINAGE STRUCTURE, DESIGN 7X7	L F	\$2,044.88	18.9	18.9	\$38,648.23	18.9	\$38,648.23
Z83	CO	1	66	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	\$1,107.48	9	9	\$9,967.32	9	\$9,967.32
Z83	CO	1	67	2104.501	SAWING STORM SEWER MANHOLES	L S	\$11,855.80	1	1	\$11,855.80	1	\$11,855.80
Z83	CO	1	68	2360.501	PAVEMENT DENSITY DISINCENTIVE	L S	(\$5,858.88)	1	1	(\$5,858.88)	1	(\$5,858.88)
Z83	CO	2	69	2531.604	7" CONCRETE VALLEY GUTTER	SQ YD	\$74.00	35.7	35.7	\$2,641.80	35.7	\$2,641.80
Z83	CO	2	70	2563.501	TUBE DELINEATORS	LS	\$425.00	1	1	\$425.00	1	\$425.00
Z83	CO	2	71	2506.501	SUMP PUMP OUTLET MODIFICATION	LS	\$418.46	1	1	\$418.46	1	\$418.46
Contract Change Totals:										\$58,097.73		\$58,097.73

Contract Total	\$857,946.36
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	Storm Structure Adjustments	\$54,612.47	\$54,612.47

2	Final Reconciling Change Order	\$3,485.26	\$3,485.26
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Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z87: Diversion Channel Slope Repair and Sheet Piling Removal Project - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 1.
Background Information:	<p>This project consisted of: repair of eroded sections of channel banks between the beginning of the Redwood River Diversion Channel (east of CSAH 7) and proceeding north until nearly the drop structure north of Madrid Street, removal of existing sheet piling, repair of culvert outlets, repair of grouted riprap flumes, and other miscellaneous work.</p> <p>The items on Change Order No. 1 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 1) in the amount of \$110,861.43.</p>
Fiscal Impact:	Change Order No. 1 (Final) results in a base bid pay item increase in the amount of \$11,910.99 and Final Pay Request No. 1 results in a total contract amount of \$110,861.43. The original contract amount was \$98,950.44.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve Change Order No. 1 (Final), resulting in a contract increase of \$11,910.99, and acknowledge Final Pay Request (No. 1) in the amount of \$110,861.43 for the above-referenced project to R&G Construction Co. of Marshall, Minnesota.

Contract Number: Project: Z87
Pay Request Number: 1

Project Number	Project Description
Z87	Diversion Channel Slope Repairs and Sheet Pile Removal

Contractor: R and G Construction Co. 2694 County Road 6 Marshall, MN 56258	Vendor Number: 01-2112 Up To Date: 07/21/2022
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Contract Amount		Funds Encumbered	
Original Contract	\$98,950.44	Original	\$98,950.44
Contract Changes	\$11,910.99	Additional	N/A
Revised Contract	\$110,861.43	Total	\$98,950.44

Work Certified To Date	
Base Bid Items	\$109,917.00
Contract Changes	\$944.43
Material On Hand	\$0.00
Total	\$110,861.43

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$110,861.43	\$110,861.43	\$0.00	\$0.00	\$110,861.43	\$110,861.43
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

[1#first_name#0] [1#last_name#1]

Project Engineer

[1#obtained#2]

Date

Approved By R and G Construction Co.

Scott Miller

Contractor

7/21/22

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-07-21	\$110,861.43	\$0.00	\$110,861.43

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Stormwater Fund		\$110,861.43	\$0.00	\$0.00	\$110,861.43	\$110,861.43

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
630	Local / Other[1]	\$110,861.43	\$99,894.87	\$87,983.88	\$110,861.43

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$20,000.00	1	1	\$20,000.00	1	\$20,000.00
Base Bid	2	2104.503	REMOVE SHEET PILING RETAINING WALL	L F	\$40.00	325	325	\$13,000.00	325	\$13,000.00
Base Bid	3	2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	\$4.00	436	436	\$1,744.00	436	\$1,744.00
Base Bid	4	2106.607	COMMON EMBANKMENT (CV) (P)	CU YD	\$16.00	2068	2068	\$33,088.00	2068	\$33,088.00
Base Bid	5	2451.507	GRANULAR BEDDING (CV) (P)	C Y	\$15.00	0	0	\$0.00	0	\$0.00
Base Bid	6	2501.502	24" CS PIPE APRON	EACH	\$800.00	3	3	\$2,400.00	3	\$2,400.00
Base Bid	7	2501.502	36" CS PIPE APRON	EACH	\$1,300.00	2	2	\$2,600.00	2	\$2,600.00
Base Bid	8	2511.507	RANDOM RIPRAP CLASS III	C Y	\$80.00	48.8	48.8	\$3,904.00	48.8	\$3,904.00
Base Bid	9	2511.507	GROUTED RIPRAP CLASS III	CU YD	\$200.00	55	55	\$11,000.00	55	\$11,000.00
Base Bid	10	2563.601	TRAFFIC CONTROL	LS	\$500.00	0	0	\$0.00	0	\$0.00
Base Bid	11	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$500.00	0	0	\$0.00	0	\$0.00
Base Bid	12	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$20.00	50	50	\$1,000.00	50	\$1,000.00
Base Bid	13	2574.507	COMMON TOPSOIL BORROW	C Y	\$30.00	270	270	\$8,100.00	270	\$8,100.00
Base Bid	14	2575.604	EROSION CONTROL BLANKET, CATEGORY 3N	S Y	\$1.43	6700	6700	\$9,581.00	6700	\$9,581.00
Base Bid	15	2575.605	TURF ESTABLISHMENT	ACRE	\$5,000.00	0.7	0.7	\$3,500.00	0.7	\$3,500.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	16	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$300.00	0	0	\$0.00	0	\$0.00
Base Bid Totals:								\$109,917.00		\$109,917.00

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
Z87		\$109,917.00	\$109,917.00

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Z87	CO	1	17	2501.503	24" CS PIPE CULVERT	L F	\$62.00	10	10	\$620.00	10	\$620.00
Z87	CO	1	18	2503.625	Return/Restock Pipe	Lump Sum	\$324.43	1	1	\$324.43	1	\$324.43
Contract Change Totals:										\$944.43		\$944.43

Contract Total	\$110,861.43
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	Addition of CS Pipe, Re-stocking of unused CS apron, and final item reconciling.	\$944.43	\$944.43

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-303-590-816
Submitted Date and Time:	22-Jul-2022 9:02:25 AM
Legal Name:	R & G CONSTRUCTION COMP
Federal Employer ID:	41-1448342
User Who Submitted:	HDePestel
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	594710528
Minnesota ID:	4658695
Project Owner:	CITY OF MARSHALL
Project Number:	Z87
Project Begin Date:	27-Jun-2022
Project End Date:	21-Jul-2022
Project Location:	MARSHALL MN, LYON CO
Project Amount:	\$110,861.43

Subcontractor Summary

Name	ID	Affidavit Number
DAVID A SWENSON CONSTRUCTION LLC	4545729	1697550336

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 0-115-895-712
 Submitted Date and Time: 22-Jul-2022 8:37:25 AM
 Legal Name: DAVID A SWENSON CONSTRUCTION LLC
 Federal Employer ID: 81-2660563
 User Who Submitted: Monswe
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1697550336
Minnesota ID: 4545729
Project Owner: CITY OF MARSHALL
Project Number: Z 87
Project Begin Date: 27-Jun-2022
Project End Date: 08-Jul-2022
Project Location: MARSHALL, MN
Project Amount: \$14,500.80
Subcontractors: No Subcontractors

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SP/SAP(s)		MN Project No.:	N/A	Change Order No.	1
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Project Location	Redwood River Diversion Channel				
Local Agency	City of Marshall Public Works	Local Project No.	Z87		
Contractor	R and G Construction Co.	Contract No.	Project: Z87		
Address/City/State/Zip	2694 County Road 6 / Marshall / MN / 56258				
Total Change Order Amount \$	\$11,910.99				

Addition of CS Pipe, Re-stocking of unused CS apron, and final item reconciling.

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2104.503	REMOVE SHEET PILING RETAINING WALL	L F	\$40.00	50	\$2,000.00
2105.504	GEOTEXTILE FABRIC TYPE 4	S Y	\$4.00	102	\$408.00
2451.507	GRANULAR BEDDING (CV) (P)	C Y	\$15.00	-32	(\$480.00)
2501.502	24" CS PIPE APRON	EACH	\$800.00	2	\$1,600.00
2501.502	36" CS PIPE APRON	EACH	\$1,300.00	1	\$1,300.00
2501.503	24" CS PIPE CULVERT	L F	\$62.00	10	\$620.00
2503.625	Return/Restock Pipe	Lump Sum	\$324.43	1	\$324.43
2511.507	RANDOM RIPRAP CLASS III	C Y	\$80.00	12.2	\$976.00
2563.601	TRAFFIC CONTROL	LS	\$500.00	-1	(\$500.00)
2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$500.00	-1	(\$500.00)
2574.507	COMMON TOPSOIL BORROW	C Y	\$30.00	-49	(\$1,470.00)
2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$300.00	-2.4	(\$720.00)
2575.604	EROSION CONTROL BLANKET, CATEGORY 3N	S Y	\$1.43	4792	\$6,852.56
2575.605	TURF ESTABLISHMENT	ACRE	\$5,000.00	0.3	\$1,500.00
Net Change this Change Order					\$11,910.99

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> (X) Is NOT changed	<input type="checkbox"/> () May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change: 0

Approved by Project Engineer: [1#first_name#0] [1#last_name#3] Date: [1#obtained#5]

Print Name: [1#first_name#1] [1#last_name#2] Phone: [1#phone#4]



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	1
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Approved by Contractor: Scott Math Date: 7/21/22

Print Name: Scott Mathioneatz Phone: 507-537-1473

Meeting Date:	Tuesday, July 26, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider adoption of the ordinance amending salaries and compensation of mayor and councilpersons.
Background Information:	<p>Chapter 2, Sec. 2.07 of the City of Marshall Charter requires salaries of the Councilmembers and Mayor to be discussed as an agenda item at the first council meeting in July of each year. After said discussions, the council shall set and determine said salaries in accordance with the applicable state law.</p> <p>Minnesota State Statute 415.11 allows for the governing body fix their own salaries by ordinance in such amount as they deem reasonable. No change in salary shall take effect until after the next succeeding municipal election.</p> <p>Staff have adjusted the proposed salaries to be in line with the nonunion employee general wage increases through December 31, 2024.</p> <p>The proposed ordinance will become effective January 1, 2023.</p>
Fiscal Impact:	<p>2021-2022 Annual Salaries:</p> <p>Mayor Salary – 2021: \$10,687.92 2022: \$10,687.92</p> <p>Councilpersons Salary – 2021: \$6,760.31 2022: \$6,760.31</p> <p>Proposed 2023-2024 Annual Salaries Consistent with Non-Union General Wage Adjustments:</p> <p>Mayor Salary – 2023: \$11,008.66 2024: \$11,338.87</p> <p>Councilpersons Salary – 2023: \$6,963.32 2024: \$7,172.11</p>
Alternative/Variations:	None recommended
Recommendations:	To adopt the ordinance amending the salaries and compensation of the mayor and councilpersons.

An Ordinance Amending Chapter 2, Article III, Division 1, Sec. 2-53 Salaries and compensation of mayor and councilpersons

The Common Council of the City of Marshall do ordain:

Chapter 2, Article III, Division 1, Sec. 2-53 of the Marshall City Code is hereby amended, which shall read as follows:

Sec. 2-53. - Salaries and compensation of mayor and councilpersons.

Salaries and compensation of the mayor and councilpersons are hereby fixed as follows, which amounts are deemed reasonable:

~~(1) Effective January 1, 2021, the annual salary of the mayor shall be the sum of \$10,687.92, which shall be payable in equal biweekly installments.~~

(1) Effective January 1, 2023, the annual salary of the mayor shall be the sum of \$11,008.66, which shall be payable in equal biweekly installments.

(2) Effective January 1, 2024, the annual salary of the mayor shall be the sum of \$11,338.87, which shall be payable in equal biweekly installments.

~~(2) Effective January 1, 2021, the annual salary of each councilperson shall be the sum of \$6,760.31, which shall be payable in equal biweekly installments.~~

(3) Effective January 1, 2023, the annual salary of each councilmember shall be the sum of \$6,963.32, which shall be payable in equal biweekly installments.

(4) Effective January 1, 2024, the annual salary of each councilmember shall be the sum of \$7,172.11, which shall be payable in equal biweekly installments.

~~(3)~~(5) The mayor and any councilpersons attending any meeting or other business relating to the function of the city shall be entitled to reimbursement for their expenses, provided, that such reimbursement is authorized by the council. The provision shall not apply to attendance at regular and special council meetings or performing routine council business.

Charter reference— Salaries of mayor and council, § 2.07.

Minnesota State Statute reference – 415.11

The ordinance shall become effective January 1, ~~2021~~ 2023.

Passed by the Common Council of the City of Marshall, Minnesota this 26th day of July ~~2020~~ 2022.

Mayor

Attested:

City Clerk

Ranked by Salary

City	Mayor Salary	Council Salary	Population
Northfield	\$ 12,294.86	\$ 9,220.58	20,712
Willmar	\$ 12,000.00	\$ 7,125.00	20,993
Albert Lea	\$ 12,000.00	\$ 8,000.00	18,518
Faribault	\$ 10,880.00	\$ 8,420.00	24,423
Owatonna	\$ 10,800.00	\$ 8,400.00	26,402
Marshall	\$ 10,687.92	\$ 6,760.31	13,624
New Ulm	\$ 10,500.00	\$ 8,000.00	14,125
Worthington	\$ 10,000.00	\$ 6,000.00	13,837
Stillwater	\$ 9,600.00	\$ 7,200.00	19,390
Hutchinson	\$ 9,247.00	\$ 6,279.00	14,552
St. Peter	\$ 8,000.00	\$ 6,000.00	11,767
Fairmont	\$ 4,800.00	\$ 2,400.00	10,451

Ranked by Salary

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St. Peter	\$ 8,000.00	\$ 6,000.00	11,767
Fairmont	\$ 4,800.00	\$ 2,400.00	10,451



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 26, 2022
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission, Planning Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p>DeCramer – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission, Public Housing Commission</p> <p>Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p>Lozinski – Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	

MARSHALL-LYON COUNTY LIBRARY
REGULAR BOARD MEETING MINUTES
JUNE 13TH, 2022

Board Members Present: Paula Botsford, Russ Labat, Steve Ritter, Michael Murray, Eric DeGroot, Ruth Bot, and Anne Marie Vorbach. Absent: Linda Baun and Saara Raappana. Staff Present: Director Michele A. Leininger, Christine DeGroot, and Paula Nemes. Others Present:

Called to order at 4:00 p.m. by P. Botsford, Vice-President.

Pledge of Allegiance.

Motion made by R. Labat, seconded by S. Ritter to adopt the agenda as presented. Voice Vote: Yes- P. Botsford, R. Labat, S. Ritter (attending meeting for P. Graupmann), M. Murray, E. DeGroot, R. Bot, and A. Vorbach. No: None. The motion passed unanimously.

Motion made by R. Labat, seconded by M. Murray to adopt the Consent Agenda. Voice Vote: Yes- P. Botsford, R. Labat, S. Ritter, M. Murray, E. DeGroot, R. Bot, and A. Vorbach. No: None. The motion passed unanimously.

Old Business:

Classification & Compensation Study: Director Leininger reviewed the approval letter from Gallagher. They approved changing the classification for the Customer Care position. Originally the position was classified as A11. After the appeal, they changed the classification to A13 as requested.

The new wage scale will start on July 4th for full time employees and July 5th for part time employees. The 2023 Draft Budget is based on resetting all the employees to zero hours for their step increases once the new wage scale goes into effect. Motion made by E. DeGroot, seconded by R. Bot to reset the step increases for all employees to zero hours when the new wage scale goes into effect. Voice Vote: Yes- P. Botsford, R. Labat, S. Ritter, M. Murray, E. DeGroot, R. Bot, and A. Vorbach. No: None. The motion passed unanimously.

Director Leininger reviewed the updated Budget Process for this year. It will change having the Final Budget sent to the City and County from August 1st to October 1st.

On June 10th, the City and County met to discuss the Library's 2023 Draft Budget. In the Board Packets, that were emailed out before the meeting, there were three budgets listed. Since the Joint meeting, there are now only two budgets in the Board Packets for review. This is due to the budget that involved closing the branches no longer being an option. The listed "Baseline" and "3.5% Budget" options were reviewed. The Baseline Budget is different than the emailed version in that the janitorial services under the line item maintenance agreements is more accurate. This is the same for the computer software support/agreements line item as well. This line item is lowered due to changing vendors later this year. The 3.5% Budget reflects these same changes. The main difference is outreach services are eliminated in the 3.5% Budget. The majority of expenses are from salaries, so this is where most of the cuts would need to come out of to reduce it to 3.5%. Both these budgets will continue to be revised after meeting with the county commissioners and city council members.

New Business:

Reports:

Director's Report – The Adult Services and Balaton Library part-time positions are both open. We will develop a timeline of the process and begin advertising for these positions soon.

Instead of an annual report, we will be doing a historical report to the citizens of Lyon County. We created the Game of Library (based on the Game of Life board game) which will have historical events throughout the history of the Marshall and Lyon County Libraries. This will be on display in the three libraries this summer with corresponding bookmarks for people to take.

The Strategic Plan is still being worked on. Two of the main people working on the Strategic Plan were are staff who were in the open positions so we are transitioning their tasks to others.

The Summer Reading program is through Beanstack again this year. In the first two weeks, we have 180 kids signed up, 93 adults, 30 teens, and 35 participants for age zero to four.

Board President Report: None

Friends: They will be having a meeting Tuesday, June 14th at 4:00 PM.

Board Committees: None.

Plum Creek: They are still working on Legacy Grant applications.

P. Botsford adjourned the meeting at 5:00 p.m.

Respectfully Submitted,
Christine DeGroot

PUBLIC HOUSING COMMISSION

202 N. FIRST STREET

MARSHALL, MN 56258

July 11th, 2022

PARKVIEW APARTMENTS

3:30 P.M. BOARD MEETING

1. Call to Order:
2. Roll Call:
3. Approval of Previous Meeting Minutes: June 13th, 2021
4. Reports:
 - A. **Eight** Month report for Operating Statement for FY 2022.
 - B. Accounts Receivable/Payable.
 - C. Occupancy/ Maintenance Report
5. CFP - 2021. New schedule from Duininck's for Parkview parking & Sewer drain, Work started Tuesday, July 5th,2022
6. New Business:
 - A. Washer / Dryer Update. Payment.
Look over Contract. Approve New Contract.
 - B. E-mail on Flooring.
 - C. Update on Audit of Revenue Recapture.
 - D.
7. Executive Director Items:
 - A.
8. Commissioner Items:
 - A. John- Housing Study report.
9. Date and Time for Next Regular Meeting, August 8th, 2022. 3:30 p.m.
10. ADJOURN TIME

**PUBLIC HOUSING COMMISSION
OF THE CITY OF MARSHALL
PARKVIEW APARTMENTS**

Minutes of the Meeting of
May 9, 2022

Meeting called to Order: 3:34 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Knobon, Sailor,
DeCramer.

Absent: Rickgarn, Knutson, both called In.

MOTION by Knobon, seconded by Sailor, to approve the minutes of the April 11th, 2021 meeting. All voted in favor, Motion passed.

REPORTS:

Six Month Operating Statement for FYE 22 was reviewed by the Board. Motion by Knobon, second by Sailor to approve the monthly report. All voted in Favor, Motion passed to approve the report. Chair signed report.

Account Receivable/Payable: One month of reports were reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 020680 to # 020717 in the amount of \$ 57,436.51 Motion by Reilly, second by Knobon, to approve the report. All voted in Favor, Motion Passed.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

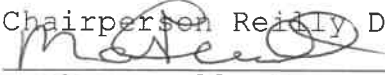
CFP-2021. Preliminary schedule from Duininck's for Parkview Parking lot and Sewer Drain.

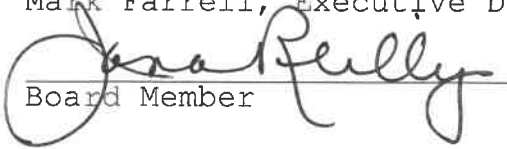
New Business:

- A. Washer /Dryer Update-payment. Chair Reilly discussed the option of redoing the laundry contract, doing a 50/50 split to help offset the repair costs. Will discuss with Russ.
- B. Update on Flooring, our carpet person came in and re did a small section of hallway tile. The tile was glued down and stayed down. Pictures were taken. Continental is reviewing the pictures and letters concerning this action. They will get back to us.

Next Meeting: June 13th 2021 3:30 p.m. Community Room.

Chairperson Reilly Declared the meeting adjourned at 4:18 p.m.


Mark Farrell, Executive Director


Board Member

6/13/22

--UNAPPROVED --

**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
July 13, 2022**

MEMBERS PRESENT: Doom, Schroeder, Lee, Deutz, and Muchlinski

MEMBERS ABSENT: Dennis Simpson

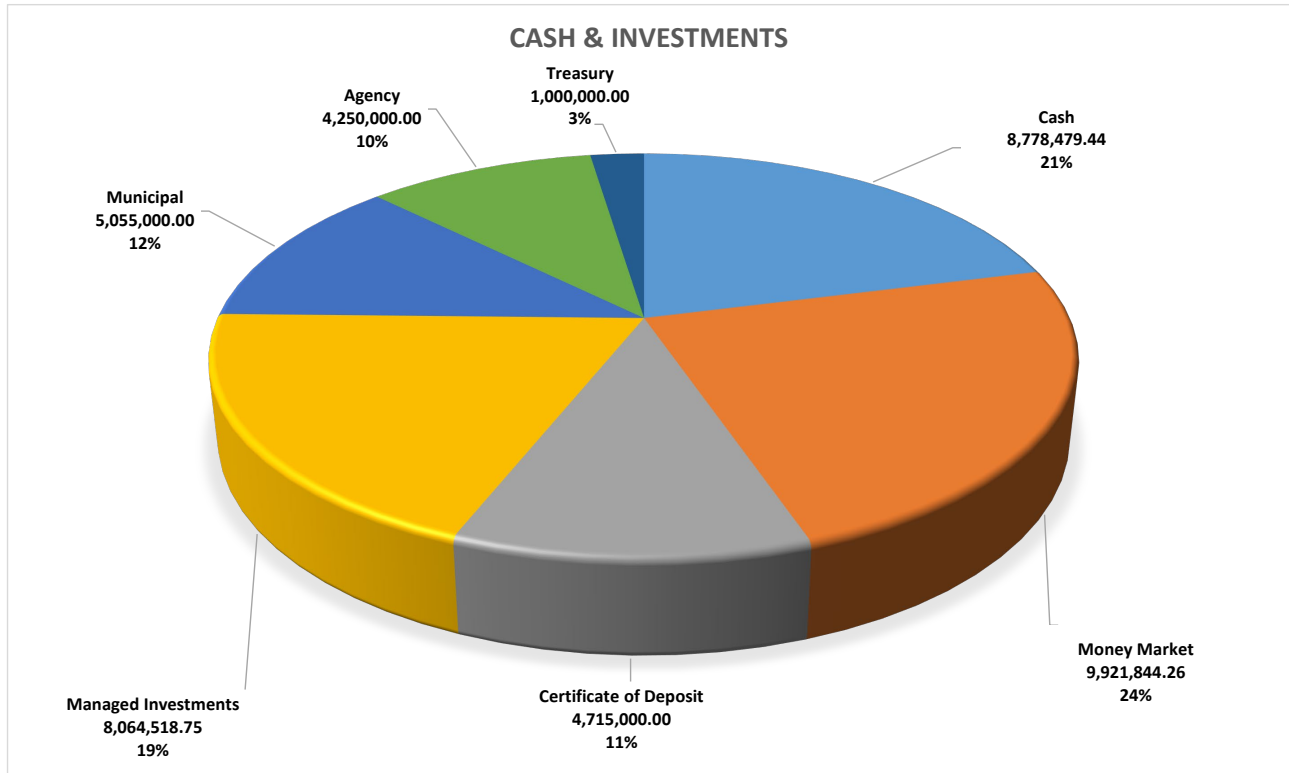
OTHERS PRESENT: Bob Byrnes and Jason Anderson

1. The meeting was called to order by Chairperson Lee. She asked for the approval of the minutes of the June 8, 2022, regular meeting of the Marshall Planning Commission. Doom MADE A MOTION, SECOND BY Schroeder, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.
2. Anderson explained that this is a request by the Owners, Mynor Noe Garcia and Dora Leticia Ramirez, to build a house at 905 West Main Street. The fire destroyed original house at that location about two years ago, but the foundation walls are still there, and the current owner wants to build a house on the existing foundation. This area is zoned B-3 General Business District and single-family residences are not a permitted use. Therefore, all houses along West Main Street are non-conforming uses. Ordinance allows to rebuild non-conforming uses within 180 days of their destruction so this variance will be extending that term to two years. Additionally, the setback for existing foundation is 25 feet rather than required 35 feet off Main Street, which is a thoroughfare. Approval of a variance request requires a presentation of practical difficulties which means, by Ordinance definition, that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance, the predicament of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. In this case, the owner wants to build a house on the existing foundation, which is reasonable, the foundation wall location is existing, and surrounding structures are all single-family houses with 25 feet setbacks, which, taken together, may constitute practical difficulties as defined in the Ordinance and be a basis for granting a variance. Recommend approval to the City Council of the request by Mynor Noe Garcia and Dora Leticia Ramirez for a Variance Adjustment Permit to rebuild a nonconforming structure with reduced front yard. Deutz asked when the fire happened. Mynor Garcia said it was for sale and they just purchased it. Anderson added the fire was about 2 years ago. Schroeder said she would like to see it rebuilt versus an empty lot. Muchlinski agreed. Doom said where Garcia's deck will be is in line with all the other houses. Doom MADE A MOTION, SECOND BY Muchlinski to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Doom MADE A MOTION, SECOND BY Schroeder to recommend to City Council to approve the request by Mynor Noe Garcia and Dora Leticia Ramirez for a Variance Adjustment Permit to rebuild a nonconforming structure with reduced front yard. ALL VOTED IN FAVOR OF THE MOTION
3. Chairperson Lee asked for updates on the comprehensive plan. Anderson advised that the plan is moving along right now working on implementation. Schroeder said the next meeting they will get to review the comprehensive plan. There was a lot of focus on community partners and housing. The need for housing and finding homes for people coming to town. Anderson said it is getting close and exciting. Some implementation items may be specific and some more vague. Schroeder added that they discussed some timelines that are based on the need.
4. In other business Byrnes added that the council appointed new Planning Commission member. They had groundbreaking on block 11. Went over that there will be about 26 one-bedroom apartments. Jessie Dehn, Assistant City Engineer's last day is July 29th. Deutz asked about the old Helena plant if that is getting cleaned up. Byrnes said that they have gone out of business. The Quonset building is and has been in the flight zone. Went over several location that have been acquired locations that are in the flight zone. The City does have a purchase agreement that has been in place since 2019. In the agreement is the requirement for the cleanup of the site. A conversation was held on everything involved in the cleanup.
5. Since there was no old business, A MOTION WAS MADE BY Muchlinski, SECOND BY Deutz to adjourn the meeting. ALL VOTED IN FAVOR. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,
Chris DeVos, Recording Secretary

**City of Marshall, Minnesota
Cash & Investments
6/30/2022**

	<u>Par</u>	<u>Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	8,778,479.44	0.00%
Money Market - Bremer	2,495,642.66	0.15%
Money Market - Bank of the West	3,386,705.52	0.10%
Money Market - US Bank	2,272,287.25	1.30%
Money Market - US Bank (ARP Funds)	737,613.07	1.30%
Money Market - Wells Fargo	1,029,595.76	1.38%
Certificate of Deposit - Bremer	3,000,000.00	0.40%
Certificate of Deposit - Wells Fargo	490,000.00	1.45% Average
Investment Portfolio - General Fund	2,617,825.96	
Investment Portfolio - WW/SW Capital Reserve	3,505,194.78	
Investment Portfolio - Endowment Fund	1,941,498.01	
Municipal - US Bank	5,055,000.00	0.63% Average
Certificate of Deposit - US Bank	1,225,000.00	2.22% Average
Agency - US Bank	4,250,000.00	0.24% Average
Treasury - US Bank	1,000,000.00	2.35%
TOTAL CASH & INVESTMENTS	<u><u>41,784,842.45</u></u>	





MARSHALL

BUILDING PERMIT LIST JULY 26, 2022

Applicant Name	Location Address	Description of Work	Valuation
RACHEL ANN & JARED DAVID SANOW	620 THOMAS AV W	Interior Remodeling	\$ 8,000.00
CHARLES R & CHRISTINE SANOW JT	119 REDWOOD ST E	Interior Remodeling	\$ 6,000.00
SKD HOLDINGS LLP	204 ROBERT ST, 204 ROBERT ST	Deck, Doors	\$ 13,000.00
Amy Horn	607 -611 MAIN ST W	Re-Roofing	\$ 875,700.30
Travis Madden	1500 SUPERIOR RD	Accessory Structure & Equipment (solar panels, antennas, etc)	\$ 79,000.00
MD Property Group	614 LYON ST W	Doors	\$ 500.00
MD Property Group	313 MAIN ST E	Doors	\$ 800.00
KEVIN M & LAURA L ZIMMER JT	1501 ELLIS AV	New Building/House	\$ 367,000.00
Ryan Puffer	1500 SUPERIOR RD	Re-Roofing	\$ 175,600.00
BENJAMIN L & JESSICA M BUTZKE	1004 WOODFERN DR	Doors	\$ 7,432.00

2022 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2022 Uniform Election Dates

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

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



Upcoming Meetings

July

- 07/26 Work Session, 4:00 PM, City Hall
 - 2023 Budget-Community Organization Requests
 - 7/26 Regular Meeting, 5:30 PM, City Hall
-

August

- 08/03 Diversity, Equity and Inclusion Commission
 - 08/08 Regular Meeting
 - Moved from 08/09 for Primary Election
 - 08/12 Work Session, 12:30 PM, City Hall
 - Canvass Election Results
 - 08/23 Work Session, 3:00 PM, City Hall
 - Capital Requests
 - Operating Budget
 - Presentation on preliminary tax base changes
-

September

- 09/13 Regular Meeting
- 09/27 Regular Meeting, 5:30 PM, City Hall