



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

**Tuesday, December 08, 2020 at 5:30 PM
Minnesota Emergency Response and Industrial
Training (MERIT) Center, 1001 Erie Road**

NOTICE: Pursuant to Minnesota State Statute 13D.021

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

OPENING ITEMS

1. Call to Order/Pledge of Allegiance

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider approval of the minutes of the regular meeting held on November 24, 2020.

PUBLIC HEARING

3. Border States Electric: 1) Public Hearing regarding a business tax abatement request. 2) Consideration of Resolution Number XXXX, Second Series, a resolution approving business tax abatement.

AWARD OF BIDS

CONSENT AGENDA

4. Consider approval of the 2021 Temporary and Seasonal Employee Wage Schedule.
5. Consider Resolution Decertifying Tax Increment Financing District 2-4.
6. Wastewater Treatment Facilities Improvement Project – Consider Application for Payment No. 17 to Magney Construction, Inc.
7. Consider Resolution regarding FCC Form 394 – Consent to Assignment or Transfer of Control of Cable Television Franchise.
8. Consider Approval of Various Liquor License and Tobacco License Renewals.
9. Consider annual agreements for renewal with Lutheran Social Services & Marshall Area Senior Citizens for 2021.
10. Consider Approval of Taxicab License Renewals.
11. City Hall Change Order 9 Approval.
12. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

13. Truth in Taxation Public Meeting – 6:00 P.M.
14. Consider Approval of the Marshall Resiliency Grant Program.
15. Marshall Visitors and Convention Bureau; 1) Marshall Visitors and Convention Bureau Update. 2) Consider approval of the 2021 Service Agreement between the City of Marshall and Marshall Visitors and Convention Bureau.
16. Consider request of Shades of the Past Car Club for Roll-In on May 6, 2021.
17. Approve Audio Visual Equipment and Installation Work.
18. Approve City Hall Door Security Proposal.

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

COUNCIL REPORTS

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

STAFF REPORTS

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

ADMINISTRATIVE REPORTS

- [24.](#) Administrative Brief

INFORMATION ONLY

- [25.](#) Information Only

MEETINGS

- [26.](#) Upcoming Meetings

ADJOURN

RULES OF CONDUCT

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, December 8, 2020
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the regular meeting held on November 24, 2020.
Background Information:	Enclosed are the minutes of the regular meeting held on November 24, 2020.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	that the minutes of the regular meeting held on November 24, 2020 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, November 24, 2020**

The regular meeting of the Common Council of the City of Marshall was held November 24, 2020, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Glenn Bayerkohler, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Karla Drown, Finance Director; Jim Marshall, Director of Public Safety; Quentin Brunsvold, Fire Chief; Dave Parsons, City Assessor; Lauren Deutz, Economic Development Director; Sheila Dubs, Human Resource Manager; Ilya Gutman and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

Consider approval of the minutes of the regular meeting held on November 10, 2020.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer that the minutes of the regular meeting held on November 10, 2020 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Project Z82: N. 1st St. / W. Redwood St. / W. Marshall St. Reconstruction Project – 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans.

Property owners affected by the above-referenced project have been notified, according to law, that a hearing would be held on November 24, 2020. A public presentation will be made followed by any discussion.

This project consists of the following: reconstruction and utility replacement on North 1st Street between East Main Street to West Marshall Street and includes West Redwood and West Marshall Streets between East College Drive and North 1st Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on North 1st Street and West Redwood Street. Sanitary sewer will be replaced on West Marshall Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work.

A public informational meeting was held on October 15, 2020 at the MERIT Center and attendance available via Zoom. Information was provided to all those in attendance. If the City Council decides to proceed with the project, a resolution has been prepared ordering the improvement and the preparation of plans. Per Minn. Stat. 429.031, adoption requires a “super-majority” vote, meaning the council can only adopt the resolution by a four-fifths vote of all members of the Council.

The engineer’s estimate for the construction portion of the project is \$1,107,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$1,413,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water

Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.

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

Steward Zick, 103 West Marshall, asked clarifying questions regarding the project; What is the construction project timeline, what is the assessment amount and what are property owner's options for payment, what are other options for the proposed angled parking on the park side of the street, what is the process to plan and replace a concrete driveway on private property in coordination with the street reconstruction project.

Director Anderson responded that the proposed project would begin and end in 2021, that the current residential assessment policy has a stated maximum of \$5,700 and can be paid in full or over a term of 8 years. The angled parking would be in response to a street widening and staff will continue to review this option. Once a contractor is determined the property owner can contact them to schedule the replacement of their driveway.

Shelly Lipinski, 101 West Marshall, asked additional clarifying questions regarding the sidewalk replacement.

Director Anderson responded that the proposed project on includes the replacement of existing sidewalks.

Councilmember Lozinski discussed the limits on special assessments for residential and commercial properties and if the project should be monitored closely as it may be a significant impact on the levy.

City Administrator Sharon Hanson commented that the project would impact the 2022 levy not 2021.

Councilmember Labat discussed the 1ft grass buffer described in the project.

Director Anderson clarified that the buffer only indicates a minimum distance between private property and the city right-of-way.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski that the Council close the public hearing on improvement for Project Z82: N. 1st St. / W. Redwood St. / W. Marshall St. Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried**.
7-0

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council adopt RESOLUTION NUMBER 4762, SECOND SERIES, which is the Resolution Ordering Improvement and Preparation of Plans" for Project Z82: N. 1st St. / W. Redwood St. / W. Marshall St. Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed**.
6-1

Consider award of bid for the pickup of garbage and trash for various City locations.

Bids were received on November 6, 2020 for the removal of garbage and trash from numerous municipal locations within the city of Marshall. The bid tab and a comparison of the 2019-2020 contract has been provided by staff.

City Clerk Kyle Box provided the background information on the agenda item.

Councilmember Labat discussed the specifications at the garbage/refuse needs at the airport and if tenants lease agreements include use of the city dumpsters. Member Labat also requested that a recycling container be added at the airport.

Councilmember Lozinski discussed the differences in the bid and commented that he was in favor of awarding the contract to Southwest Sanitation.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski to approve the 2021-2022 Garbage/Refuse Hauling Contract to Southwest Sanitation. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

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

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

Approval of Resolution Number 4763, Second Series, a Rural Service District Resolution.

Approval of the Farm Lease between E. Bossuyt Family Farms, Tenant, and the City of Marshall as Landlord

Approval of the bills/project payments

Consider approval of a Partnership Agreement between the City of Marshall and Marshall Municipal Utilities.

David Schelkoph, Marshall Municipal Utilities General Manager provided a general overview of the agreement.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer to approve the 2021 joint partnership agreement between the City of Marshall and Marshall Municipal Utilities. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Review 2021 On-Sale Intoxicating Liquor Fees

Local License holders have requested relief in their 2020 and 2021 license fees in response to COVID-19. Staff have prepared a year to date overview of the affected license holders including fees collected and the relief provided by the City Council in the Spring of 2020 in response to bar and restaurant closures.

After the Spring refunds were issued a moratorium was also put in place on the requirement of On-Sale Intoxicating Liquor License holders to pay the second half of their 2020 License until normal operations have resumed.

In response to Governor Walz's Executive Order No. 20-99, staff is proposing a refund of license fees equal to a four-week period.

Staff is also proposing a reimbursement in response to Governor Walz's previous executive order limiting capacity to bars and restaurants to 50%. This reimbursement would be a 50% reduction of license fees over a period of 6 months.

Additionally, 2021 license fees are proposed to be reduced by 50% with only the first half (six months) due at this time.

City Clerk Kyle Box provided the background information on the agenda item.

Councilmember Lozinski also added he would like the license holders to be reimbursed for any additional days that they are not able to operate beyond the Governor's most recent executive order.

Councilmember Labat discussed waiving the 2021 license fees.

There was further discussion on the agenda item.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to waive the On-Sale License fees for the 1st half of 2021 and to reconvene in May of 2021 to discuss the collection for the 2nd half of license fees. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister reimburse license holders for fees collected in 2020 in response the executive order and 50% capacity reduction and to make license fees collect equal for all license holders. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Approval of a Request for Proposal for the new City of Marshall Comprehensive Plan.

Staff is requesting Council approval to proceed with a Request for Proposal to write a new City of Marshall Comprehensive Plan. An approval by the Council would not require a commitment to hiring a consultant or any additional funds. If approved, staff will bring proposals back to the Council at a future meeting for project consideration and award allowing Council to make a decision on proceeding and hiring a consultant at that time. According to Annette Storm, Director of Administrative Services, there is no budget or revenue source for this item nor there will be because it will be paid for from the reserve.

According to the League of Minnesota Cities, a comprehensive plan is an expression of the community's vision for the future and a strategic map to reach that vision. It is an important tool to guide future development of

land to ensure a safe, pleasant, and prosperous environment. The process of its adoption also creates an extensive opportunity for residents to participate in guiding community's future.

The last complete City of Marshall Comprehensive Plan was done in 1996. It was partially updated in 2004 and has not been reviewed nor modified since that date. General recommendation is to update the Comprehensive Plan every 10 to 15 years, and the current plan is over 16 years old. Out of all comparable cities, Marshall appears to have the oldest Comprehensive Plan. It is becoming increasingly difficult to conduct zoning operations, development, and enforcement, considering how conditions in the City have greatly changed since 1996 and even since 2004.

None for the Request for Proposal. Estimated price for the study to produce the Comprehensive Plan is between \$50,000 and \$60,000. Project costs would be financed through General Fund reserves.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the Council approve a Request for Proposal for the new City of Marshall Comprehensive Plan and direct staff to distribute it to all interested parties. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Passed. 6-1**

Consider approval of an amendment to the 2021 Paid-on-call Wage Schedule

Staff are requesting Council consideration and approval to amend the 2021 Paid-on-call Wage Schedule by adding a new HazMat Technician/Firefighter position and pay rate. This item was brought forward to the Personnel Committee on November 18th. The Personnel Committee recommended unanimous approval. The Southwest MN Chemical Assessment Team is one of eleven HAZMAT teams that exists in the State of Minnesota. In 2019, the Department of Public Safety transitioned oversight of the eleven teams from the MN Homeland Security and Emergency Management Office to the State Fire Marshal's Office. The Southwest MN Chemical Assessment Team is the only team remaining that is a "stand-alone" team that is not part of a fire department.

The State Fire Marshal's Office was supportive of the Southwest MN Chemical Assessment Team, however, they expressed concern over the long-term strength of the team related to numbers of personnel and encouraged us to consider combining the SW MN CAT Team with the Marshall Fire Department. In October of 2020, the low number of personnel within the SW MN CAT Team became a critical concern and has prevented us from being able to safely serve the fourteen-county area that is part of our service agreement.

With support and encouragement from the State Fire Marshal's Office along with discussion with the Marshall Fire Department, we have started the planning process to transition the SW MN CAT team into the Marshall Fire Department.

The proposal we discussed with the Council Personnel Committee and are requesting approval from the Council is as follows:

- 1) Create a new truck company within the Marshall Fire Department. This new truck company would create a new captain and lieutenant position that would provide leadership to the Southwest MN Chemical Assessment Team.

2) Transition current SW MN CAT Team members into the Marshall Fire Department at their current rate of pay. Provide opportunities to current SW MN CAT members to become firefighters if they choose. Open positions within the new truck company would be filled with current firefighters that have an interest in becoming HAZMAT Technicians. Firefighters completing the HAZMAT Technician certification would be compensated with an increase to their hourly rate of pay.

The Southwest MN Chemical Assessment Team is a true asset to the community of Marshall and our surrounding fourteen county area. In an emergency situation involving hazardous materials, time is critical, and keeping the CAT Team based out of the City of Marshall is essential. Fire Chief Brunsvold and I are committed to keeping this asset in the City of Marshall. The changes proposed will improve the Southwest MN Chemical Assessment Team and the Marshall Fire Department as well as strengthen our emergency response to our community and region.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve the amended 2021 Paid-on-call wage schedule. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Schedule Public Hearing-Tax Abatement

The City and Border States Electric have exchanged draft purchase agreement for the purchase of 2.5 acres of land in order to allow for construction of a 13,200 square foot warehouse/distribution building with an approximate 20,00 outside yard. The EDA Board provided a recommendation to the Council to consider the tax abatement.

Proposed tax abatement of not to exceed \$55,000 over 10 years. Purchase of the land/development is contingent on the tax abatement provided. Purchase price net the tax abatement = \$17,500.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer to schedule a public hearing for Tuesday December 8, 2020 to consider tax abatement request. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

CARES Act Funding Summary Report

On 7/6/2020, MN Management and Budget release \$1,038,415 dollars to the City of Marshall to be used for COVID relief and reimbursement of COVID safety expenses. November 15, 2020 was the last date that funds could be encumbered.

Finance/EDA/Administration presented a summary report of the funds encumbered.

Consider Transfer of Funds to Establish EDA Response Funds to Impacted Establishments

As per the latest Governor Walz Executive Order, 20-99, City staff are putting forth consideration to provide for additional funding for those establishments impacted by the Order. Staff are recommending that fund balance reserves in the amount of \$100,000 be directed to EDA to provide for a grant program that can bridge a business from the closure on November 20th through December 18th.

The transfer is authorized under Minn. Stat. 471.85: 471.85

PROPERTY TRANSFER; PUBLIC CORPORATIONS. Any county, city, town, or school district may transfer its personal property for a nominal or without consideration to another public corporation for public use when duly authorized by its governing body.

The Attorney General's office has issued an opinion that personal property includes money. The City's CARES Act funds have been encumbered and are no longer available post November 15, 2020 City EDA Director Lauren Deutz will provide background on a potential program and uses of the funds.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to direct the EDA to establish a grant program and to present it before the council on December 8, 2020. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Commission/Board Liaison Reports

- Byrnes Region Development Commission met to review the COVID-19 response funds that are still available for lending.
- Schafer Southwest Minnesota Emergency Communications Board met to review system operations.
- Meister No Report
- Bayerkohler No Report
- DeCramer Economic Development Authority met and discussed tonight's council action items.
- Marshall Municipal Utilities was notified by Missouri River Energy Services they will be receiving reimbursement in the amount of \$2,100,000.00. Reimbursements will be distributed to users based on usage beginning in February 2021. Missouri River also purchased 80 acers for a solar farm and to be potential annexed into the City of Marshall.
- Labat No Report
- Lozinski City Hall Committee met and discussed the recent closure of the city hall building, PR4 change order (result of the hotel demolition) and near completion of the Main Stay wall.

Councilmember Individual Items

- Councilmember Meister provided an update for Avera's bed capacity and testing operations.
- Councilmember Lozinski discussed the leadership of state government in Minnesota relieving local municipalities on making tough decisions.
- Councilmember Bayerkohler commented that certain issues should be left up to local areas of government and not be decided at the state level.
- Councilmember Labat commented on the completion of local construction projects.

Councilmember DeCramer provided information on housing assistance for individuals at a lower income level.

City Administrator

City Administrator Sharon Hanson discussed the 2021 levy and requested direction on the final levy.

Director of Public Works

No Report

City Attorney

No Report

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 8:24 P.M., Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski to adjourn.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Border States Electric: 1) Public Hearing regarding a business tax abatement request. 2) Consideration of Resolution Number XXXX, Second Series, a resolution approving business tax abatement.
Background Information:	<p>The City and Border States Electric have exchanged draft purchase agreement for the purchase of 2.5 acres of land in order to allow for construction of a 13,200 square foot warehouse/distribution building with an approximate 20,00 outside yard.</p> <p>The EDA Board provided a recommendation to the Council to consider the tax abatement.</p>
Fiscal Impact:	Proposed tax abatement of not to exceed \$55,000 over 10 years. Purchase of the land/development is contingent on the tax abatement provided. Purchase price net the tax abatement = \$17,500
Alternative/Variations:	None Recommended
Recommendations:	<p>Recommendation No. 1: To Close the Public Hearing</p> <p>Recommendation No. 2: To Adopt a Resolution approving a business tax abatement.</p>

RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BEING DEVELOPED BY
BORDER STATES ELECTRIC; GRANTING THE ABATEMENT

BE IT RESOLVED by the Common Council of the City of Marshall, Minnesota, as follows:

Section 1. AUTHORIZATION AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. BORDER STATES ELECTRIC has applied for a Business Tax Abatement pursuant to the City's Tax Abatement Policy on property legally described as: Parcel ID: 27-538002-0, 101, London Road, Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on December 8, 2020, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Marshall Independent, the official newspaper of the City.

Section 2. FINDINGS. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County's current property tax levy, or \$200,000.
- 2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the City on the Property for ten (10) years, commencing with taxes payable for the assessed value related to the capital improvements on said parcel. The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first.

3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30th of that calendar year.

3.03 The tax abatement shall be for the commercial capital improvements only. Land values and the current base value are not eligible and will not be abated.

3.04. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.

3.05. The Abatement total is estimated to be approximately \$55,000 and should not exceed that amount. The Abatement scale approved is as follows:

Year 1	100% Abatement
Year 2	100% Abatement
Year 3	90% Abatement
Year 4	90% Abatement
Year 5	80% Abatement
Year 6	80% Abatement
Year 7	70% Abatement
Year 8	70% Abatement
Year 9	60% Abatement
Year 10	60% Abatement

Passed by the Common Council of the City of Marshall, this 8th day of December 2020.

Mayor, City of Marshall

ATTEST:

City Clerk



MARSHALL

MEMORANDUM

TO: Members of the Economic Development Authority

FROM: Sharon Hanson, Executive EDA Director
Lauren Deutz, EDA Director
Marcia Loeslie, EDA Assistant Director

DATE: November 11, 2020

SUBJECT: Border States Electric Relocation

Decision

Border States Electric is seeking assistance with the construction of a new facility located on the corner of London and Channel Parkway. Staff recommends a \$55,000 abatement over 10 years.

Background

Border States Electric (BSE) has been searching for a new facility within Marshall due to zoning restrictions at its current facility among other challenges. After an exhaustive search, BSE has decided to build a new facility. Staff has received a building plans from BSE to develop a 13,200 sq. ft facility on approximately 2.5 acres of land located on the corner of London Road and Channel Parkway. The construction of the new facility would provide an increase in EMV of approximately \$620,000 and the retention of 12 employees.

Staff is finalizing a purchase agreement with BSE and has opted to pursue tax abatement to assist with project.

Land Proposal includes:

2.5 acres of Lot 2 Block 1, McLaughlin Industrial Park 2nd Addition (Parcel 27-538002-0) for \$15,000 per acre for a total of \$37,500.

Abatement: \$55,000 over 10 years

MOTION BY DECRAMER, SECONDED BY SCHOZKO to bring recommendation to City Council. DeCramer discussed the current location issues with truck traffic, inventory issues, overall is a good move to the industrial area.

Fiscal Impact

None



1 SITE PLAN
1" = 20'-0"

PARKING STALLS		
STALL TYPE	PARKING STALLS	COUNT
10' x 20' ACCESSIBLE PARKING STALL		2
10' x 20' STANDARD PARKING STALL		31
TOTAL PARKING STALLS		33

ZONING INFORMATION
ZONING DISTRICT - I-1 LIMITED INDUSTRIAL

- BUILDING REGULATIONS**
- HEIGHT REGULATIONS**
 - NO BUILDING SHALL HEREAFTER BE ERRECTED TO EXCEED 75 FEET IN HEIGHT.
 - FRONT YARD REGULATIONS**
 - THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NOT LESS THAN 25 FEET.
 - THERE SHALL BE A FRONT YARD HAVING A DEPTH OF 30 FEET ON A LOT OR PLOT THAT ADJUTS A THOROUGHFARE AS SHOWN ON THE ADOPTED CITY THOROUGHFARE PLAN, EXCEPT THAT AN 80-FOOT SETBACK SHALL BE REQUIRED WHEN THE CONCIL DETERMINES THAT A SERVICE FOOD IS NECESSARY.
 - NO FRONT YARD SHALL BE REQUIRED IN THE DOWNTOWN DISTRICT.
 - SIDE YARD REGULATIONS**
 - THERE SHALL BE TWO SIDE YARDS, ON EACH SIDE OF A BUILDING EACH HAVING A WIDTH OF NOT LESS THAN 10 FEET.
 - NO BUILDING SHALL BE LOCATED WITHIN 20 FEET OF ANY REAR LOT LINE ABUTTING A LOT IN ANY OF THE CLASSES OF RESIDENCE DISTRICTS.
 - NO SIDE YARD SHALL BE REQUIRED IN THE DOWNTOWN DISTRICT.
 - REAR YARD REGULATIONS**
 - THERE SHALL BE A REAR YARD HAVING A DEPTH OF NOT LESS THAN 25 PERCENT OF THE LOT DEPTH OR A MINIMUM REQUIRED REAR YARD OF 25 FEET.
 - NO REAR YARD SHALL BE REQUIRED IN DOWNTOWN DISTRICT.
 - LOT COVERAGE REGULATIONS**
 - NOT MORE THAN 50 PERCENT OF THE TOTAL AREA OF THE LOT SHALL BE COVERED BY BUILDINGS.
 - NO LOT COVERAGE RESTRICTIONS APPLY IN THE DOWNTOWN DISTRICT.

- PARKING REGULATIONS**
- YARDS**
 - NO OFF-STREET PARKING, STACKING OR LOADING SHALL BE LOCATED WITHIN 10 FEET OF ANY PROPERTY LINE THAT ABUTS A STREET RIGHT-OF-WAY OR ANY OF THE CLASSES OF RESIDENCE.
 - ACCESS**
 - ACCESS TO ANY PARKING OR LOADING SPACE SHALL BE BY ACCESS DRIVE NOT LESS THAN 24 FEET WIDE FOR TWO WAY TRAFFIC AND 15 FEET WIDE FOR ONE-WAY TRAFFIC.
 - ACCESS DRIVE OPENINGS TO STREET SHALL NOT BE LOCATED CLOSER THAN 25 FEET TO THE NEAREST INTERSECTION.
 - MINIMUM SIZE REGULATIONS**
 - ALL OFF-STREET PARKING SPACE SHALL HAVE A WIDTH OF NOT LESS THAN 8'-6" AND A LENGTH OF NOT LESS THAN 20'-0" EXCEPT PARKING SPACE PLACED AGAINST SIDEWALK WIDER THAN 4 FEET, CURB, OR LAWN MAY BE REDUCED TO 18'-0".
 - OFFICE, PROFESSIONAL (1/300)
 - RETAIL SALES (1/200)
 - WAREHOUSE SALES AND WAREHOUSE (1/2,000)

**BORDER STATES ELECTRIC
NEW BRANCH BUILDING**
MARSHALL, MN

REVISIONS	
NUMBER	DATE

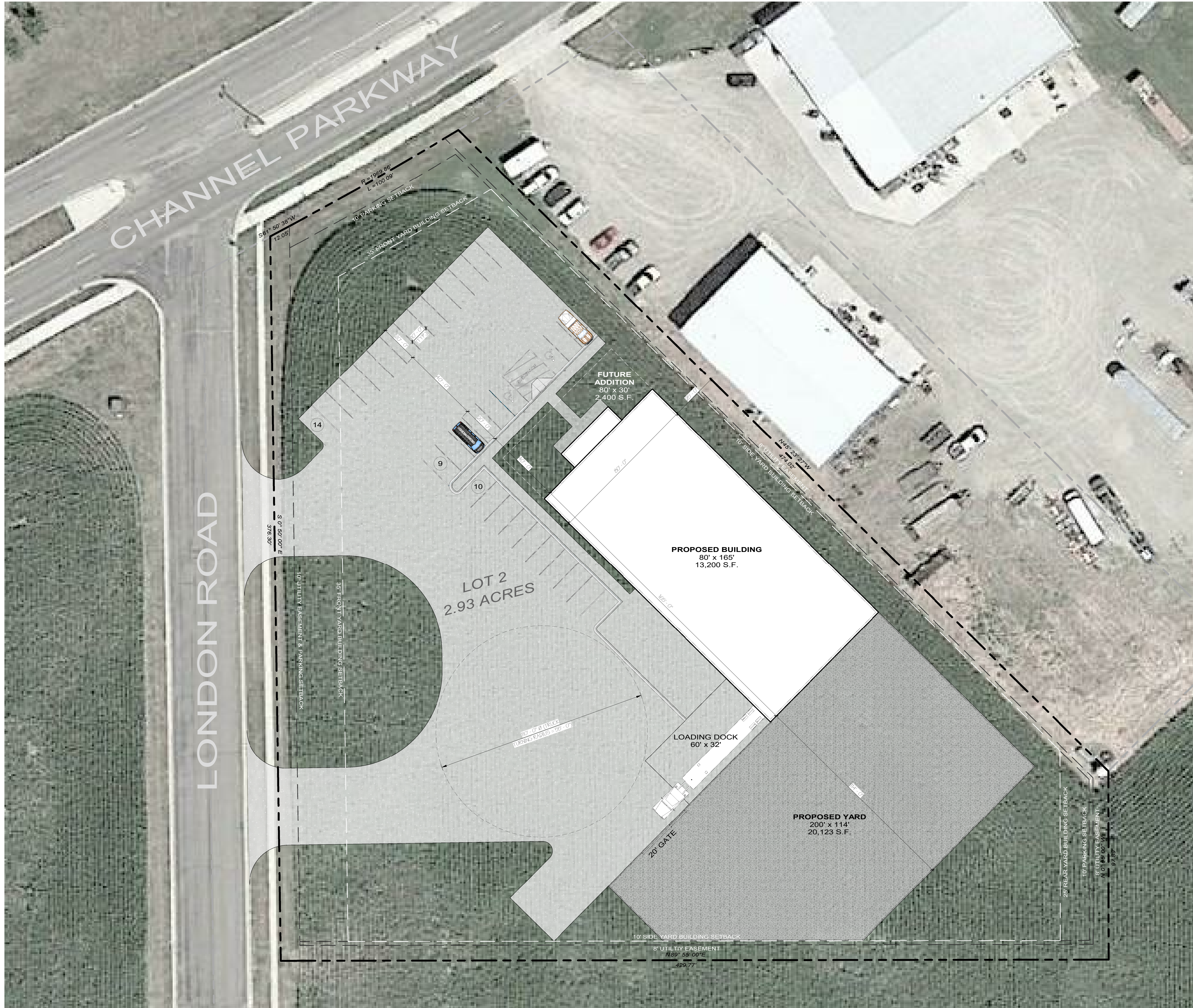
OPTION 2

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A100.2

BORDER STATES ELECTRIC
NEW BRANCH BUILDING
MARSHALL, MN



1 SITE PLAN
1" = 20'-0"

REVISIONS	
NUMBER	DATE

PARKING STALLS	
STALL TYPE	COUNT
10' x 20' ACCESSIBLE PARKING STALL	2
10' x 20' STANDARD PARKING STALL	31
TOTAL PARKING STALLS	33

ZONING INFORMATION

ZONING DISTRICT - I-1 LIMITED INDUSTRIAL

- BUILDING REGULATIONS**
- HEIGHT REGULATIONS**
 - a. NO BUILDING SHALL HEREAFTER BE ERRECTED TO EXCEED 75 FEET IN HEIGHT.
 - FRONT YARD REGULATIONS**
 - a. THERE SHALL BE A FRONT YARD HAVING A DEPTH OF NOT LESS THAN 25 FEET
 - b. THERE SHALL BE A FRONT YARD HAVING A DEPTH OF 30 FEET ON A LOT OR PLOT THAT ABUTS A THOROUGHFARE AS SHOWN ON THE ADOPTED CITY THOROUGHFARE PLAN, EXCEPT THAT AN 80-FOOT SETBACK SHALL BE REQUIRED WHEN THE CONCIL DETERMINES THAT A SERVICE FOOD IS NECESSARY.
 - c. NO FRONT YARD SHALL BE REQUIRED IN THE DOWNTOWN DISTRICT.
 - SIDE YARD REGULATIONS**
 - a. THERE SHALL BE TWO SIDE YARDS, ON EACH SIDE OF A BUILDING EACH HAVING A WIDTH OF NOT LESS THAN 10 FEET.
 - b. NO BUILDING SHALL BE LOCATED WITHIN 20 FEET OF ANY REAR LOT LINE ABUTTING A LOT IN ANY OF THE CLASSES OF RESIDENCE DISTRICTS.
 - c. NO SIDE YARD SHALL BE REQUIRED IN THE DOWNTOWN DISTRICT.
 - REAR YARD REGULATIONS**
 - a. THERE SHALL BE A REAR YARD HAVING A DEPTH OF NOT LESS THAN 25 PERCENT OF THE LOT DEPTH OR A MINIMUM REQUIRED REAR YARD OF 25 FEET.
 - b. NO REAR YARD SHALL BE REQUIRED IN DOWNTOWN DISTRICT.
 - LOT COVERAGE REGULATIONS**
 - a. NOT MORE THAN 50 PERCENT OF THE TOTAL AREA OF THE LOT SHALL BE COVERED BY BUILDINGS.
 - b. NO LOT COVERAGE RESTRICTIONS APPLY IN THE DOWNTOWN DISTRICT.

- PARKING REGULATIONS**
- YARDS**
 - a. NO OFF-STREET PARKING, STACKING OR LOADING SHALL BE LOCATED WITHIN 10 FEET OF ANY PROPERTY LINE THAT ABUTS A STREET RIGHT-OF-WAY OR ANY OF THE CLASSES OF RESIDENCE.
 - ACCESS**
 - a. ACCESS TO ANY PARKING OR LOADING SPACE SHALL BE BY ACCESS DRIVE NOT LESS THAN 24 FEET WIDE FOR TWO-WAY TRAFFIC AND 15 FEET WIDE FOR ONE-WAY TRAFFIC.
 - b. ACCESS DRIVE OPENINGS TO STREET SHALL NOT BE LOCATED CLOSER THAN 25 FEET TO THE NEAREST INTERSECTION.
 - MINIMUM SIZE REGULATIONS**
 - a. UNPAVED OFF-STREET PARKING SPACE SHALL HAVE A WIDTH OF NOT LESS THAN 8'-6" AND A LENGTH OF NOT LESS THAN 20'-0" EXCEPT PARKING SPACE PLACED AGAINST SIDEWALK WIDER THAN 4 FEET, CURB, OR LAWN MAY BE REDUCED TO 18'-0".
 - b. RETAIL SALES (12000)
 - c. OFFICE, PROFESSIONAL (13000)
 - d. WAREHOUSE SALES AND WAREHOUSE (142000)

OPTION 1

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A100.1

CITY OF MARSHALL
NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENT
FOR TAX ABATEMENT APPLICANT BORDER STATES ELECTRIC

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall Minnesota (the “City”), will hold a public hearing at a meeting of the Council beginning at 5:30 p.m., on December 8, 2020 to be held in the Professional Development Room at the Marshall Middle School, 401 South Saratoga Street in Marshall, Minnesota, on the request of a Tax Abatement Applicant that the City abate a portion of property taxes levied by the City in connection with the proposed construction of an approximately 13,000 square warehouse and distribution building as well as a 20,000 square foot yard. The property is located within the City and is currently identified as Parcel No. 27-538-002-0 The approximate amount of assistance is \$55,000 over a maximum period of 10 years. The City Council will consider granting a property tax abatement in response to the request.

Information about the proposed tax abatement will be on file and available for public inspection at the office of the City Clerk at City Hall.

All interested persons may appear at the public hearing and present their views orally or in writing. Following the public hearing, the City Council will take action concerning the adoption or rejection of the proposed tax abatement application.

Dated: November 24, 2020

/s/Kyle Box
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the 2021 Temporary and Seasonal Employee Wage Schedule
Background Information:	<p>On an annual basis, the Council reviews the wage schedule for temporary/seasonal employees. The Personnel Committee reviewed the proposed 2021 wage schedule at their November 18 and December 2 meetings and recommend unanimous approval.</p> <p>Amendments to the schedule:</p> <ul style="list-style-type: none"> • The majority of amendments on the schedule reflect a new State minimum wage adjustment; effective January 1, 2021, the minimum wage in Minnesota will be increasing from \$10.00 to \$10.08 per hour. • The pay rates for select pool staff, the WSI (water safety instructor) certified staff, as well as manager and assistant manager, are proposed to be increased to be consistent with the level of training and responsibility required of the positions. Two background memos are provided in the packet related to the pool positions. Staff revised the original recommendation based on Personnel Committee desires to increase the pay rates for employees who achieve WSI certification. The Personnel Committee reviewed the pool positions in detail with Staff and recommended the proposed increases. • The other proposed amendments are explained in the supporting staff memos attached in the background information. • Implementation date of 12/21/20—this reflects the 1st day of the pay period that includes January 1. This implementation date is consistent among all classes of employees (i.e., full-time, part-time, paid-on-call). <p>The proposed changes are reflected in the red-lined copy attached.</p>
Fiscal Impact:	All positions are temporary in nature---therefore, department supervisors will manage employee hours to stay within budget parameters.
Alternative/Variations:	None recommended.
Recommendations:	That the Council approves the 2021 Temporary and Seasonal Employee Wage Schedule.

CITY OF MARSHALL 2020 WAGE SCHEDULE--Temporary/Seasonal Employees

Draft 12/02/20

Approved: **DRAFT**
 Implementatation date: 12/21/2020

JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
7th/8th Grade Baseball/Softball Coach	800.00	1,000.00	1,200.00	1,400.00	1,600.00	NA	NA
7th/8th Grade Tackle Football Coach	800.00	1,000.00	1,200.00	1,400.00	1,600.00	NA	NA
After School Program Instructor	14.00	15.00	16.00	17.00	18.00	19.00	20.00
After School Program Helper	40.00	40.50	41.00	41.50	42.00	42.50	43.00
After School Program Helper	10.08	10.50	11.00	11.50	12.00	12.50	13.00
Appraiser	20.13	21.47	22.81	24.16	25.50	26.84	
Audio/Video Support Technician	11.00	11.25	11.50	11.75	12.00	12.25	12.50
Band Director (paid per season)	1,200.00	1,300.00	1,400.00	1,500.00	1,600.00	1,700.00	1,800.00
Band Member	10.00						
Bike Patrol	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Building Custodian	40.00	40.25	40.50	40.75	41.00	41.25	41.50
Building Custodian	11.29	12.04	12.79	13.55	14.30	15.05	
Building Inspector	17.50	17.75	18.00	18.25	18.50	18.75	
Cable Access Worker	40.00	40.25	40.50	40.75	41.00	41.25	41.50
Cable Access Worker	10.08	10.25	10.50	10.75	11.00	11.25	11.50
Community Education Helper	40.00	40.25	40.50	40.75	41.00	41.25	41.50
Community Education Helper	10.08	10.25	10.50	10.75	11.00	11.25	11.50
Community Education Instructor*	% based on participant fees						
Concessions Manager	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Concessions Worker	10.25	10.50	10.75	11.00	11.25	11.50	11.75
NEW--Election Judge	15.00						
NEW--Head Election Judge	17.00						
Engineering Aid	11.50	12.00	12.50	13.00	13.50	14.00	14.50
LTS Instructor	40.25	40.50	40.75	41.00	41.25	41.50	41.75
LTS Instructor	10.75	11.00	11.25	11.50	11.75	12.00	12.25
LTS Instructor w/WSI	40.50	40.75	41.00	41.25	41.50	41.75	42.00
LTS Instructor w/WSI	11.00	11.25	11.50	11.75	12.00	12.25	12.50
DELETE--LTS Supervisor	40.00	41.00	42.00	43.00	44.00	45.00	46.00
MAC Assistant Manager	41.00	41.50	42.00	42.50	43.00	43.50	44.00
MAC Assistant Manager	12.00	13.00	14.00	15.00	16.00	17.00	18.00
MAC Attendant	40.00	40.25	40.50	40.75	41.00	41.25	41.50
MAC Attendant	10.08	10.25	10.50	10.75	11.00	11.25	11.50
MAC Lifeguard	40.00	40.25	40.50	40.75	41.00	41.25	41.50
MAC Lifeguard	10.75	11.00	11.25	11.50	11.75	12.00	12.25
MAC Lifeguard w/WSI	40.25	40.50	40.75	41.00	41.25	41.50	41.75
MAC Lifeguard w/WSI	11.50	11.75	12.00	12.25	12.50	12.75	13.00
MAC Maintenance Worker	10.50	11.00	11.50	12.00	12.50	13.00	13.50
MAC Manager	42.00	43.00	44.00	45.00	46.00	47.00	48.00
MAC Manager	13.00	14.00	15.00	16.00	17.00	18.00	19.00
Maintenance Worker	16.50	16.75	17.00	17.25	17.50	17.75	
Event Staff	40.00	41.00	42.00	43.00	44.00	45.00	46.00
Event Staff	10.08	11.00	12.00	13.00	14.00	15.00	16.00

Abbreviations Key:

FT: full-time hours

MAC: Marshall Aquatic Center

WSI: Water Safety Instructor

LTS: Learn-to-swim

MSHSL: MN State High School League Certified Official

MSF: MN Sports Federation

*Community Education Instructor: 75% of net class proceeds is customary; % may increase for new / establishing programs as approved by the Director of Community Services.

**Recreation Program Coordinator: may be compensated at 75% of net class proceeds or greater, when designated and approved by the Director of Community Services.

Note: effective 01/01/2021 minimum wage is \$10.08/hr

CITY OF MARSHALL 2020 WAGE SCHEDULE--Temporary/Seasonal Employees

Draft 12/02/20

Approved: **DRAFT**
 Implementatation date: 12/21/2020

JOB CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Office Assistant	40.50	41.00	41.50	42.00	42.50	43.00	43.50
Office Assistant	11.50	12.00	13.00	14.00	15.00	16.00	17.00
Office Helper (MCS)	40.00	40.25	40.50	40.75	41.00	41.25	41.50
Office Helper (MCS)	10.08	10.25	10.50	10.75	11.00	11.25	11.50
Official--Basketball (paid per game)	17.00	18.00	19.00	20.00	21.00	22.00	23.00
Official--Football (paid per game)	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Official--Intramural (paid per game)	40.00	41.00	42.00	43.00	44.00	45.00	46.00
Official--Intramural (paid per game)	10.08	11.00	12.00	13.00	14.00	15.00	16.00
Official--MSHSL Baseball (paid per game)	50.00						
Official--MSHSL Football (paid per game)	50.00						
Official--MSHSL Softball (paid per game)	50.00						
Official--Softball (MSF Certified)	22.00	23.00	24.00	25.00	26.00	27.00	28.00
Official--Team League Basketball (paid per game)	9.86						
Official--Team League Basketball MSHSL (per game)	11.50						
Official--Volleyball (paid per game)	12.00	13.00	14.00	15.00	16.00	17.00	18.00
Open Gym/Skate Supervisor	40.00	40.25	40.50	40.75	41.00	41.25	41.50
Open Gym/Skate Supervisor	10.08	10.25	10.50	10.75	11.00	11.25	11.50
Public Ways Worker	40.00	40.50	41.00	41.50	42.00	42.50	43.00
Public Ways Worker	11.50	12.00	12.50	13.00	13.50	14.00	14.50
Parks Maintenance Worker	40.00	40.50	41.00	41.50	42.00	42.50	43.00
Parks Maintenance Worker	10.08	10.50	11.00	11.50	12.00	12.50	13.00
Recreation Program Assistant	40.00	41.00	42.00	43.00	44.00	45.00	46.00
Recreation Program Assistant	10.08	11.00	12.00	13.00	14.00	15.00	16.00
Recreation Program Coordinator**	40.00	41.00	42.00	43.00	44.00	45.00	46.00
Recreation Program Coordinator**	10.08	11.00	12.00	13.00	14.00	15.00	16.00
Recreation Program Helper	40.00	40.25	40.50	40.75	41.00	41.25	41.50
Recreation Program Helper	10.08	10.25	10.50	10.75	11.00	11.25	11.50
Scorekeeper-	40.00	40.25	40.50	40.75	41.00	41.25	41.50
Scorekeeper	10.08	10.25	10.50	10.75	11.00	11.25	11.50

TO: Sheila Dubs, Human Resource Manager

FROM: Jason R. Anderson, P.E., Director of Public Works/City Engineer

DATE: September 30, 2020

SUBJECT: Temporary/Seasonal Employee Wage Schedule Changes

The Public Works Division would like to increase the pay scale for the Building Custodian, Office Assistant, and Public Ways Worker. The Building Custodian wage on the temporary pay scale should match the Building Custodian wage listed on the part-time employee wage schedule. The Public Ways Worker should be increased to reflect a Step 1 wage of \$11.50/hour with a \$0.50/hour increase for each step thereafter. The Office Assistant pay scale should begin at \$11.50/hour with a \$0.50/ hour increase for step 2, and a \$1.00/hour increase for each step thereafter. This adjusted payscale will offer staff the flexibility to pay a more competitive rate if the work experience is commensurate.

It would appear to us as though the Office Assistant pay scale was last updated in 2011, the Building Custodian in 2018, and the Public Ways Worker in 2019.

We are having an increasingly difficult time hiring our seasonal employees and we believe low rate of pay is part of the issue. In recent years the Public Ways Worker positions have been particularly difficult to get filled. It is very important that we remain competitive to attract needed help.

We believe that the Engineering Aid, Building Inspector, and Maintenance Worker scales can remain stable at this point.

Thank you for your time and consideration with this request.

JRA:lrk / Attachment



Meeting Date:	Click or tap to enter a date.
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Consider the addition of Election Judge and Head Election Judge to the Temporary Wage Schedule.
Background Information:	<p>In previous election years Election Judges and Head Election Judges have been paid as vendors by the City of Marshall. Employment laws have now changed to include these two positions to our temporary wage schedule instead of being paid as vendors.</p> <p>In previous years the council has set the recommended salary for these positions by resolution along with various other election related items. That requirement will no longer be needed with the addition of positions to the temporary wage schedule.</p> <p>The recommended wage rate is comparable with Lyon County and surrounding townships within Lyon County. An average election judge work schedule is under 20 hours per election, which includes training and election day activities.</p>
Fiscal Impact:	<p>Election Judge \$15/ hour</p> <p>Head Election Judge \$17/ hour</p>
Alternative/ Variations:	None Recommended
Recommendations:	Approve the addition of the Election Judge and Head Election Judge positions to the temporary wage schedule.



MEMORANDUM

TO: Sheila Dubs, Human Resource Manager

FROM: Cam Bailey, MCS Recreation Coordinator
Scott VanDerMillen, MCS Director

DATE: October 13, 2020

SUBJECT: Adjustments to City of Marshall 2021 Wage Schedule – Temporary/Seasonal Employees

We would like to have the following positions reviewed and modified as suggested below, effective January 1, 2021:

Wage adjustment of positions:

- **Learn to Swim (LTS) Instructor; MAC Lifeguard:** Step 1 to \$10.75/hr with 25 cent increases for Steps 2-7.
- **LTS Instructor w/WSI; MAC Lifeguard w/WSI:** Step 1 to \$11.00/hr with 25 cent increases for Steps 2-7.

Rationale for this increase – Lifeguards and LTS Instructors must be American Red Cross (ARC) training certified along with weekly course emergency procedure trainings during the season. Attendants need minimal training/experience for their position and should not be at the same starting pay as lifeguards.

- **After School Program Helper; Cable Access Worker; Community Education Helper; MAC Attendant; Event Staff; Office Helper (MCS); Official – Intramural (paid per game); Open Gym/Skate Supervisor; Parks Maintenance Worker; Recreation Program Assistant; Recreation Program Coordinator; Recreation Program Helper; and Scorekeeper:** Step 1 to \$10.08/hr with no change to other Steps.

Elimination of job classification title: Please remove the LTS Supervisor position and MAC Assistant Manager position – no longer needed.

TO: Sheila Dubs, Human Resource Manager
FROM: Cam Bailey, MCS Recreation Coordinator
Scott VanDerMillen, MCS Director
DATE: November 23, 2020
SUBJECT: Follow-up to Adjustments to City of Marshall 2021 Wage Schedule – Temporary/Seasonal Employees

In response to questions/concerns raised about wage adjustments for Marshall Aquatic Center (MAC) employees:

WSI Training Certification is for employees interested in teaching learn-to-swim lessons. With a staff of 20 lifeguards, typically about half are interested in teaching lessons, therefore needing their WSI certificate. Committing to teaching lessons usually gives the employee an additional 20 hours of work over six weeks of the summer. We hire an instructor from South Dakota in May to teach a 3-day WSI training for the certification. Training is held at the SMSU pool. The cost of the WSI training and certificate is \$225 and is currently paid by the participant.

We teach American Red Cross (ARC) swim lessons, and due to ARC requirements, a WSI certificate is required. The Y teaches their own version of swim lessons (Guppies, Minnows, etc.) NOT affiliated with the American Red Cross, therefore, their instructors are not required to have a WSI certificate.

Currently, the YMCA starting pay for lifeguards is \$10.50/hour. Y lifeguards both guard and teach lessons. The Y has their staff teach Lifeguard Trainings on-site at no cost to their potential lifeguards, but this is solely a lifeguard training course, and does not include WSI certification. The Y typically hosts a Lifeguard Training session for any new guards (in the Marshall area) in March which costs \$225/lifeguard. MCS does promote this training to any potential lifeguards. MCS does partner with the Y on encouraging lifeguards to work at both the Y and the MAC. This would be beneficial to the guard because they could receive the training at no cost through the Y and be qualified to work at both entities.

The qualifications for a WSI certified lifeguard and MAC manager are not the same. However, in the past, we have had at least one MAC manager that was WSI certified.

Below are area aquatic centers and their lifeguard rate of pay for reference:

- Redwood Falls - \$11/hour starting for lifeguards, \$11.50/hour starting w/WSI. Redwood does not reimburse employees for the cost of the WSI course.
- New Ulm - \$11.43-15.03/hour range for lifeguards
- St. Peter - \$10.25-11/hour range for lifeguards; \$10.65-11.40/hour starting with WSI/lifeguard
- Pipestone - \$10.08-12.50/hour range for lifeguards. Pipestone does reimburse employees for certifications once they are hired.

In summary, our proposal to wage scale would be:

- **MAC Manager** – Step 1 to \$13/hr with \$1.00 increases for Step 2-7.
- **MAC Assistant Manager** – Step 1 to \$12/hr with \$1.00 increases for Step 2-7.
- **MAC Lifeguard w/WSI** – Step 1 to \$11.50/hr with 25 cent increases for Steps 2-7.
- **LTS Instructor w/WSI**: Step 1 to \$11.00/hr with 25 cent increases for Steps 2-7.
- **LTS Instructor**: Step 1 to \$10.75/hr with 25 cent increases for Steps 2-7.
- **MAC Lifeguard**: Step 1 to \$10.75/hr with 25 cent increases for Steps 2-7.
- **MAC Maintenance Worker**: Step 1 at \$10.50/hr with 50 cent increases for Steps 2-7.
- **MAC Attendant**: Step 1 to \$10.08/hr with 25 cent increases for Steps 2-7.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Resolution Decertifying Tax Increment Financing District 2-4
Background Information:	<p>Tax Increment Financing (TIF) District 2-4 was created on November 29, 2011. The required decertification date for this district is 12/31/2022 but after the annual review of the district to ensure excess increment isn't collected the district needs to be decertified as of 12/31/2020.</p> <p>For the district to be decertified early, a resolution from the City Council is needed to direct the County Auditor to decertify TIF District 2-4 as of 12/31/2020. After the resolution adoption, a confirmation to decertify the district form (provided by the Office of the State Auditor) will be filled out and sent to Lyon County along with the resolution. Once Lyon County confirms the district information, notice will be giving to the Office of the State Auditor of the early decertification.</p>
Fiscal Impact:	Decertification of the district will increase the City's overall Net Tax Capacity with the district's captured net tax capacity amount.
Alternative/ Variations:	
Recommendations:	Approve Resolution Decertifying Tax Increment Financing District 2-4

Member _____ introduced the following resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

RESOLUTION NO. _____, SECOND SERIES

RESOLUTION RELATING TO THE TERMINATION OF TAX
INCREMENT DISTRICT NO. 2-4 AND DIRECTING
DECERTIFICATION THEREOF BY THE COUNTY AUDITOR

WHEREAS, by adoption of a resolution on November 29, 2011 the City of Marshall, Minnesota (the "City") has heretofore created Tax Increment Financing District No. 2-4 (the "District"), and has approved a Tax Increment Financing Plan (the "TIF Plan"), for the district; and

WHEREAS, the County Auditor of Lyon County has certified the original net tax capacity and the original local tax rate of the District pursuant to the provisions of Minnesota Statutes, Section 469.177; and

WHEREAS, as of the date hereof, the projects have been completed, all obligations to which increment from the District has been pledged have been paid in full or defeased, and the City has determined that it is in the best interests of the City to terminate and decertify the District.

NOW, THEREFORE, BE IT RESOLVED by the City of Marshall, Minnesota that:

1. Tax Increment Financing District No. 2-4 is hereby terminated as of December 31, 2020.
2. The Clerk shall provide a certified copy of this resolution to the County Auditor of Lyon County so that the District may be decertified on the books and records of the County Auditor with no further tax increment from the District being remitted to the City.

The motion for adoption of this resolution was duly seconded by Council Member _____, and upon vote being taken thereon, the following voted in favor thereof:

Adopted this 8th day of December 2020.

Robert J. Byrnes
Mayor

ATTEST:
Kyle Box
City Clerk

TIF Article: Decertified TIF District Form Reminder

Decertification, which is the termination of a TIF district, occurs when the county auditor removes all parcels from a district. When a district decertifies, a [Confirmation of Decertified TIF District Form](#) must be completed and submitted to the OSA within 90 days.

The form is in two parts. The authority begins the process by completing part A, and the county completes part B. The authority is ultimately responsible for ensuring that the completed form is submitted to the OSA.

The form verifies that the authority and county are in agreement that a district is decertified and confirms the decertification date, the amount and date of the final distribution, and whether any increment was returned to the county as of the date of the form. Submission of the form should not be delayed for later return of increment, which can be reported on the TIF Annual Reporting Form.

If a district is decertified early, the authority is required to notify the county in writing. This is generally done by a City Council passing a decertification resolution. A copy of the resolution authorizing the early decertification must be submitted to the OSA.

Published: December 2018

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Meeting Date:	Tuesday, December 8, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Wastewater Treatment Facilities Improvement Project – Consider Application for Payment No. 17 to Magney Construction, Inc.
Background Information:	<p>Attached is Application for Payment No. 17 to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$321,685.81.</p> <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
Fiscal Impact:	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize Application for Payment No. 17, per the recommendation of the City’s consultant, Bolton & Menk, Inc., to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$321,685.81.



Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM

Date: November 30, 2020
To: Bob Van Moer, Wastewater Treatment Superintendent
From: Jon D. Peterson, P.E., Project Engineer
Subject: Wastewater Treatment Facility Improvements – Magney Construction Inc.
Pay Request No. 17
City of Marshall, Minnesota
Project No.: T22.115360

INTRODUCTION

Pay Request No. 17 for the above-referenced project in the amount of \$321,685.81 is being submitted for approval.

DISCUSSION

This pay application covers work completed on the project through November 25, 2020. The Contractor has been constructing the cover for the Final Clarifier on site and has completed the majority of the piping in the long-term sludge storage building. Roofing material has been placed on the trickling filter. The intermediate clarifier has been placed back online. We recommend approval of the attached Request for Payment No. 17.

BUDGET IMPACT

This expenditure is part of the overall wastewater treatment facility improvements project and will be covered by the PFA loan proceeds.

ACTION REQUESTED

Approve the attached pay request from Magney Construction Inc. in the total amount of \$321,685.81.

Application for Payment No. 17

To: The City of Marshall, MN
 From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317
 Contract: _____
 Project: Wastewater Treatment Facility Improvements

Owners Contract No. _____ Engineer's Project No. T22.115360
 Date of this Invoice: 11/25/2020
 Invoice Work Period: November 1-30, 2020


1) Original Contract amount	\$14,074,300.00
2) Change Orders to date	\$0.00
3) Revised Contract amount	\$14,074,300.00
4) Value completed to date	\$11,598,094.66
5) Materials stored on site	\$0.00
6) Total Earned to date	\$11,598,094.66
7) Amount retained	\$579,904.73
8) Amount previously paid	\$10,696,504.12
Amount due this Payment	\$321,685.81

Accompanying Documentation:

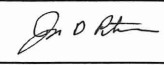
CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Magney Construction, Inc. (Contractor)

By: 
 Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Marshall Engineer: Bolton & Menk
 By: _____ By: 
 Date: _____ Date: 11-30-20

Contractor: Magney Construction, Inc.
 Owner: City of Marshall, MN
 Project: Wastewater Treatment Facility Improvements
 BMI Project No. T22.115360

Date of Application:
 Work Completed Through:

APPLICATION FOR PAYMENT SCHEDULE

Spec. Section	Pay Application #17 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
0520	Bond & Insurance	\$ 168,892	168,892.00	0.00	0.00	168,892.00	100%	0.00
1000	Mobilization	\$ 696,545	545,926.00	0.00	0.00	545,926.00	78%	150,619.00
1010	Supervision & General Conditions	\$ 276,000	188,000.00	13,000.00	0.00	201,000.00	73%	75,000.00
1020	General Construction Allowance	\$ 250,000	-39,515.34	18,116.64	0.00	-21,398.70	-9%	271,398.70
1021	Building Permit Allowance	\$ 10,000	7,499.38	0.00	0.00	7,499.38	75%	2,500.62
2060	Demolition of Existing WWTP Facilities:							
	Trickling Filter Pump Station Top	\$ 4,650	0.00	0.00	0.00	0.00	0%	4,650.00
	Trickling Filter Pump Station Pumps/Piping	\$ 3,480	0.00	0.00	0.00	0.00	0%	3,480.00
	Sludge Control Structure	\$ 13,540	0.00	0.00	0.00	0.00	0%	13,540.00
	Control Building Pumps and Piping	\$ 5,850	0.00	0.00	0.00	0.00	0%	5,850.00
	Blower Building Blowers and Piping	\$ 6,420	5,000.00	500.00	0.00	5,500.00	86%	920.00
	Trickling Filter Roof/Media/Rotary Distributor	\$ 62,460	62,460.00	0.00	0.00	62,460.00	100%	0.00
	Aeration Equipment and Piping	\$ 17,500	0.00	0.00	0.00	0.00	0%	17,500.00
	Intermediate Clarifier Equipment	\$ 26,417	26,417.00	0.00	0.00	26,417.00	100%	0.00
2140	Dewatering	\$ 19,555	18,555.00	0.00	0.00	18,555.00	95%	1,000.00
2210	Finish Grading	\$ 14,320	0.00	0.00	0.00	0.00	0%	14,320.00
2220	Structure Excavation - Final Clarifier and Splitter Box	\$ 71,200	71,200.00	0.00	0.00	71,200.00	100%	0.00
2221	Structure Excavation - Sludge Storage Structure	\$ 133,600	133,600.00	0.00	0.00	133,600.00	100%	0.00
2220A	Backfill of Structures - Final Clarifier and Splitter Box	\$ 91,500	91,500.00	0.00	0.00	91,500.00	100%	0.00
2221A	Backfill of Structures - Sludge Storage Structure	\$ 172,620	172,120.00	0.00	0.00	172,120.00	100%	500.00
2370	Erosion and Sediment Control	\$ 12,400	10,000.00	0.00	0.00	10,000.00	81%	2,400.00
2550	Site Utilities	\$ 565,333	513,206.62	25,000.00	0.00	538,206.62	95%	27,126.38
2551	Bypass Piping	\$ 49,504	0.00	0.00	0.00	0.00	0%	49,504.00
2600	Roads, Walks and Curbs	\$ 22,540	18,000.00	1,000.00	0.00	19,000.00	84%	3,540.00
2800	Fencing	\$ 12,200	5,500.00	0.00	0.00	5,500.00	45%	6,700.00
2920	Seeding	\$ 6,100	0.00	0.00	0.00	0.00	0%	6,100.00
3200	Rebar - Materials	\$ 678,400	678,400.00	0.00	0.00	678,400.00	100%	0.00
3201	Rebar - Labor	\$ 457,600	454,830.00	0.00	0.00	454,830.00	99%	2,770.00
3300	Concrete Work							
	Clarifier Splitter Structure	\$ 71,760	71,760.00	0.00	0.00	71,760.00	100%	0.00
	Final Clarifier	\$ 214,650	214,650.00	0.00	0.00	214,650.00	100%	0.00
	Control Structure	\$ 29,075	29,071.00	0.00	0.00	29,071.00	100%	4.00
	Sludge Storage Tank	\$ 2,180,839	2,180,839.00	0.00	0.00	2,180,839.00	100%	0.00
	Miscellaneous Concrete	\$ 1,860.00	0.00	0.00	0.00	0.00	0%	1,860.00
3410	Precast Double Tees	\$ 448,980	448,980.00	0.00	0.00	448,980.00	100%	0.00
3411	Precast Hollow Core Planks	W/Double Tees						

Contractor: Magney Construction, Inc.
 Owner: City of Marshall, MN
 Project: Wastewater Treatment Facility Improvements
 BMI Project No. T22.115360

Date of Application:
 Work Completed Through:

APPLICATION FOR PAYMENT SCHEDULE

Spec. Section	Pay Application #17 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
3460	Precast Non-Architectural Wall Panels	W/Double Tees						
5100	Structural Metals, Misc Metals and Handrail	\$ 456,850	433,724.00	13,000.00	0.00	446,724.00	98%	10,126.00
5500	Access Hatches	\$ 7,820	7,296.00	0.00	0.00	7,296.00	93%	524.00
7535	Fully Adhered Membrane Roofing & Sheet Metal	\$ 279,400	202,875.00	0.00	0.00	202,875.00	73%	76,525.00
7900	Joint Sealant	\$ 1,600	0.00	0.00	0.00	0.00	0%	1,600.00
8110	Hollow Metal Doors, Frames and Hardware	\$ 22,540	21,477.00	0.00	0.00	21,477.00	95%	1,063.00
9960	Painting	\$ 299,000	250,000.00	0.00	0.00	250,000.00	84%	49,000.00
10400	Identifying Devices	\$ 3,690	0.00	0.00	0.00	0.00	0%	3,690.00
11213	Vertical Non-Clog Solids Handling Pumps	\$ 212,600	204,274.04	0.00	0.00	204,274.04	96%	8,325.96
11214	Vertical Turbine Pumps	\$ 143,100	128,990.45	0.00	0.00	128,990.45	90%	14,109.55
11311	Submersible Centrifugal Pumps	\$ 17,400	13,500.00	0.00	0.00	13,500.00	78%	3,900.00
11312	Replace Vaughan Chopper Pump	\$ 36,400	32,840.00	0.00	0.00	32,840.00	90%	3,560.00
11316	Progressive Cavity Pumps	\$ 54,750	50,125.00	0.00	0.00	50,125.00	92%	4,625.00
11321	Grit Separation Equipment	\$ 96,560	96,560.00	0.00	0.00	96,560.00	100%	0.00
11351	Clarifier Equipment - Suction Type Clarifier	\$ 428,500	426,500.00	0.00	0.00	426,500.00	100%	2,000.00
11365	Gravity Actuated Rotary Distributor	\$ 135,840	135,840.00	0.00	0.00	135,840.00	100%	0.00
11366	Trickling Filter Media	\$ 345,600	345,600.00	0.00	0.00	345,600.00	100%	0.00
11372	Blower Allowance	\$ 650,000	483,118.19	0.00	0.00	483,118.19	74%	166,881.81
11372	Blower System (Positive Displacement w/ Enclosure)	\$ 4,630	3,300.00	0.00	0.00	3,300.00	71%	1,330.00
11374	Fine Pore Membrane Aeration Equipment	\$ 82,900	0.00	0.00	0.00	0.00	0%	82,900.00
11376	Hybrid Blower System	\$ 6,800	5,000.00	0.00	0.00	5,000.00	74%	1,800.00
13126	Circular Tank Covers	\$ 185,300	0.00	170,000.00	0.00	170,000.00	92%	15,300.00
13262	Long Term Storage Mixing System	\$ 266,500	256,740.00	0.00	0.00	256,740.00	96%	9,760.00
13263	ATAD Equipment Replacement	\$ 140,000	117,800.00	0.00	0.00	117,800.00	84%	22,200.00
13263	ATAD Equipment Installation	\$ 29,850	0.00	0.00	0.00	0.00	0%	29,850.00
13320	Blower Master Control Panel	\$ 900	0.00	0.00	0.00	0.00	0%	900.00
13890	Slide Gates	\$ 10,500	10,500.00	0.00	0.00	10,500.00	100%	0.00
13900	Fiberglass Baffles and Weir Plates	\$ 31,200	31,200.00	0.00	0.00	31,200.00	100%	0.00
14620	Portable Hoist	\$ 9,200	8,982.75	0.00	0.00	8,982.75	98%	217.25
15060	Process Piping - Materials	\$ 307,200	299,199.51	0.00	0.00	299,199.51	97%	8,000.49
15060	Process Piping - Labor	\$ 172,800	112,500.00	35,000.00	0.00	147,500.00	85%	25,300.00
15100	Valves - Materials	\$ 744,040	741,164.29	0.00	0.00	741,164.29	100%	2,875.71
15130	Gauges	\$ 1,600	0.00	0.00	0.00	0.00	0%	1,600.00
15140	Pipe Supports and Anchors	\$ 11,600	2,500.00	0.00	0.00	2,500.00	22%	9,100.00
15150	Stainless Steel Manways w/ Blind Flanges	\$ 34,500	34,500.00	0.00	0.00	34,500.00	100%	0.00
15250	Plumbing	\$ 14,800	0.00	0.00	0.00	0.00	0%	14,800.00
15500	HVAC	\$ 97,800	48,025.13	0.00	0.00	48,025.13	49%	49,774.87

Contractor: Magney Construction, Inc.
 Owner: City of Marshall, MN
 Project: Wastewater Treatment Facility Improvements
 BMI Project No. T22.115360

Date of Application:
 Work Completed Through:

APPLICATION FOR PAYMENT SCHEDULE

Spec.	Pay Application #17	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
16010	Electrical - Mobilization, Permits and Job Overhead	\$ 100,000	64,500.00	3,000.00	0.00	67,500.00	68%	32,500.00
16100	Basic Materials and Methods	\$ 260,575	68,358.00	5,000.00	0.00	73,358.00	28%	187,217.00
16150	Motors	\$ 20,000	2,000.00	1,000.00	0.00	3,000.00	15%	17,000.00
16400	Electrical Distribution	\$ 83,000	16,855.00	3,000.00	0.00	19,855.00	24%	63,145.00
16900	Starters and Motor Control Centers	\$ 463,000	459,743.00	0.00	0.00	459,743.00	99%	3,257.00
16950	Instrumentation and Controls	\$ 958,165	67,000.00	51,000.00	0.00	118,000.00	12%	840,165.00
16990	Computer Allowance	\$ 50,000	0.00	0.00	0.00	0.00	0%	50,000.00
	Totals	14,074,300.00	11,259,478.02	338,616.64	0.00	11,598,094.66	82%	2,476,205.34
		0.00						
	Original Contract amount		14,074,300.00					
	Change Orders to date		0.00					
	Revised Contract amount		14,074,300.00					
	Value completed to date		11,598,094.66					
	Materials stored on site		0.00					
	Total Earned to date		11,598,094.66					
	Amount retained		579,904.73					
	Amount previously paid		10,696,504.12					
	Amount due this Payment		321,685.81					

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Resolution regarding FCC Form 394 – Consent to Assignment or Transfer of Control of Cable Television Franchise
Background Information:	<p>On October 22, 2020, Clarity Telecom, doing business as Vast Broadband, submitted to the City Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise.</p> <p>Pursuant to applicable law and the City’s franchise, this proposed change of control is prohibited without the written consent of the City. Federal law provides the City with a period of one hundred twenty (120) days to examine the legal, technical and financial qualifications of the proposed transferee – GI DI Rushmore TopCo, LLC (“Rushmore”). Under federal law, if the one hundred twenty (120) days expires without action by the City, the Application is deemed granted. Given that Clarity will retain control of the Franchise as the "Grantee" following completion of the proposed transaction Moss & Barnett’s review does not address the legal and technical qualifications of Clarity, but rather focuses solely on the financial qualifications.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	None
Recommendations:	Staff recommends approval of Resolution as presented.

MEMORANDUM

To: Scott VanDerMillen, City of Marshall, Minnesota
From: Brian T. Grogan and Erik L. Romsaas
Date: November 30, 2020
Re: Proposed Transfer of the Cable Franchise - Clarity Telecom, LLC

INTRODUCTION

The City received FCC Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise ("Application") regarding the cable franchise currently held by Clarity Telecom, LLC. Moss & Barnett has been retained by a number of jurisdictions, including the City, to review the Application.

Pursuant to applicable law and the City's franchise, this proposed change of control is prohibited without the written consent of the City. Federal law provides the City with a period of one hundred twenty (120) days to examine the legal, technical and financial qualifications of the proposed transferee – GI DI Rushmore TopCo, LLC ("Rushmore"). Under federal law, if the one hundred twenty (120) days expires without action by the City, the Application is deemed granted. Given that Clarity will retain control of the Franchise as the "Grantee" following completion of the proposed transaction Moss & Barnett's review does not address the legal and technical qualifications of Clarity, but rather focuses solely on the financial qualifications.

FINANCIAL QUALIFICATIONS

Attached hereto please find Moss & Barnett's summary of the financial qualifications regarding Clarity's Application.

RESOLUTION REGARDING THE PROPOSED TRANSACTION

Also attached hereto please find Moss & Barnett's proposed Resolution approving the transaction for the City's review and consideration.

If the City adopts the attached proposed Resolution, please forward an executed copy to my attention (brian.grogan@lawmoss.com). If your City requires an original signature, please forward one executed original of the Resolution to my attention at the address below. I will obtain the required signatures and return a fully executed document to the City.

~ END OF MEMO ~

6637143v1

FINANCIAL QUALIFICATIONS

I. SCOPE OF REVIEW

Python Holdings, L.P., a Delaware limited partnership (“Python Holdings”) owns 100% of Python Intermediate I, LLC, a Delaware limited liability company (“Python I”). Python I owns 100% of Python Intermediate II, LLC, a Delaware limited liability company (“Python II”). Python II owns Clarity Telecom Holdings, LLC, a Delaware limited liability company (“Clarity Holdings”), which is the 100% owner of Clarity Telecom, LLC, a Delaware limited liability company (“Clarity”), the current holder of the cable television franchises (hereinafter referred to as the “Franchise Agreement”) granted by the cities of Watertown, SD, Luverne, MN, Marshall, MN, Pipestone, MN, Slayton, MN and Worthington, MN (collectively referred to herein as the “City”). Under the Franchise Agreement, Clarity operates cable television systems (the “System”) that provide cable services and other communication services in the City. Python Holdings has requested the City’s approval of the proposed pro forma transfer of control of Clarity Holdings and Clarity to GI DI Rushmore TopCo, LLC, a Delaware limited liability company (“Rushmore”). The scope of this memorandum is limited to the review of the Form 394 dated October 22, 2020 seeking consent to the assignment or transfer of control of the cable television franchise from Python Holdings to Rushmore. Moss & Barnett, PA is not aware of a Form 394 seeking consent to the assignment or transfer of control of the cable television franchise from Python Intermediate II, LLC to Python Holdings and is not aware if the City consented to a transfer to Python Holdings.

At the request of the City, Moss & Barnett, PA has reviewed selected financial information that was provided by Clarity or publicly available to assess the financial qualifications of Clarity.

The financial information that was provided or available through other public sources and to which our review has been limited, consists solely of the following financial information (hereinafter referred to collectively as the “Financial Statements”):

1. FCC Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” dated October 22, 2020, provided by Python Holdings and Rushmore (the “Application”), along with such other exhibits as provided therewith, which include the financial statements of Clarity; and
2. Such other information as is publicly available.

Our procedure is limited to providing a summary of our analysis of the Financial Statements in order to facilitate the City’s assessment of the financial capabilities of Rushmore to control and operate the System in the City. We have not requested any additional financial information from Rushmore, Python Holdings or Clarity other than what was provided as part of the Application and what is available publicly.

II. OVERVIEW OF TRANSACTION

Pursuant to a Security Purchase Agreement dated as of October 13, 2020, (the "Transaction Agreement") attached to the Application, Rushmore will indirectly, wholly own Clarity Holdings through multiple intervening entities (the "Transaction").¹ Clarity Holdings will continue to own Clarity, which will continue to provide service to existing subscribers.²

Clarity will continue to hold the Franchise with the City and continue to provide subscriber communication services pursuant to the current Franchise Agreement with the City, without interruption, or changes in rates, terms or conditions.³ Additionally, Clarity's existing technical and operational personnel team will continue to be lead by a management team with decades of experience.⁴

III. OVERVIEW OF CLARITY

Clarity, doing business as Vast Broadband, is a broadband/cable company providing high-speed internet, cable television and digital telephone services for residential and business customers in South Dakota and southwestern Minnesota.⁵

Cable providers and telecommunication companies operate in a competitive environment and the financial performance of cable television operators, like Clarity, are subject to many factors, including, but not limited to, the general business conditions, programing costs, incumbent operators, digital broadcast satellite service, technology advancements, burdensome service contracts, and customer preferences, as well as competition from multiple sources. The cable business is inherently capital intensive, requiring capital for the construction and maintenance of its communications systems. Each of these factors could have a significant financial impact on Clarity and its ability to continue to operate the System.

IV. FINDINGS

As part of our review, we have analyzed the Financial Statements, including the historical financial statements of Clarity.

1. **Analysis of Financial Statements.** Federal law and FCC regulations provide franchising authorities, such as the City, with limited guidance concerning the evaluation of the financial qualifications of an applicant for a cable franchise. In evaluating the financial capabilities of a cable operator, we believe it is appropriate to consider the performance of an applicant based on the applicant's historical performance plus its projected or budgeted financial information along with its financial capabilities

¹ FCC Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise" dated October 22, 2020, provided by Python Holdings and Rushmore (the "Application") at Exhibit I.I.2.

² Id.

³ Application at Exhibit IV.

⁴ Id.

⁵ <https://www.vastbroadband.com/about-vast/>.

(financing). We believe a general review of the historical Clarity financial information may provide some insight into its general financial operations, but we note that there are many unanswered questions regarding Clarity's operations going forward.

The Clarity financial information discussed below includes all of Clarity's operations. We have analyzed historical financial statements as of December 31, 2018, December 31, 2019 in providing the information in this section.

2. **Specific Financial Statement Data and Analysis.**

(a) **Assets.** Clarity had (i) current assets of \$20.912 million and \$11.924 million (ii) total assets of \$238.678 million and \$515.664 million as of December 31, 2018 and 2019, respectively.⁶

(b) **Liabilities.** Clarity had (i) current liabilities of \$14.093 million and \$24.636 million; and (ii) long term debt of \$155.873 million and \$304.191 million, as of December 31, 2018 and 2019, respectively.⁷

(c) **Income and Expense.** Clarity reported (i) revenue of \$84.630 million and \$102.817 million; (ii) operating expenses of \$73.977 million and \$97.024 million; and (iii) operating income of \$10.653 million and \$5.793 million for the year ending December 31, 2018 and 2019, respectively.⁸ Clarity posted and an overall net loss of \$3.374 million and \$25.191 million for the year ending December 31, 2018 and 2019, respectively.⁹

V. **SUMMARY**

Using the FCC Form 394 to establish an absolute minimum standard of financial qualifications that a proposed applicant must demonstrate in order to be qualified as the successor operator of the System, Clarity has the burden of demonstrating to the City's satisfaction that Clarity has "sufficient net liquid assets on hand or available from committed resources" to consummate the transaction and operate the System, together with its existing operations, for three (3) months. This minimum standard is not easy to apply to the complex organizational structure of Clarity and its owners, which include various entities and investment funds.

Based solely on Clarity's financial information that we reviewed and limited strictly to the financial information analyzed in conducting this review, we do not believe that Clarity's request for transfer of the System as a result of the Transaction Agreement granting a controlling interest to a new equity investor can reasonably be denied based solely on a lack of financial qualifications of Clarity.

⁶ Financial Statements at p. 5.

⁷ Id.

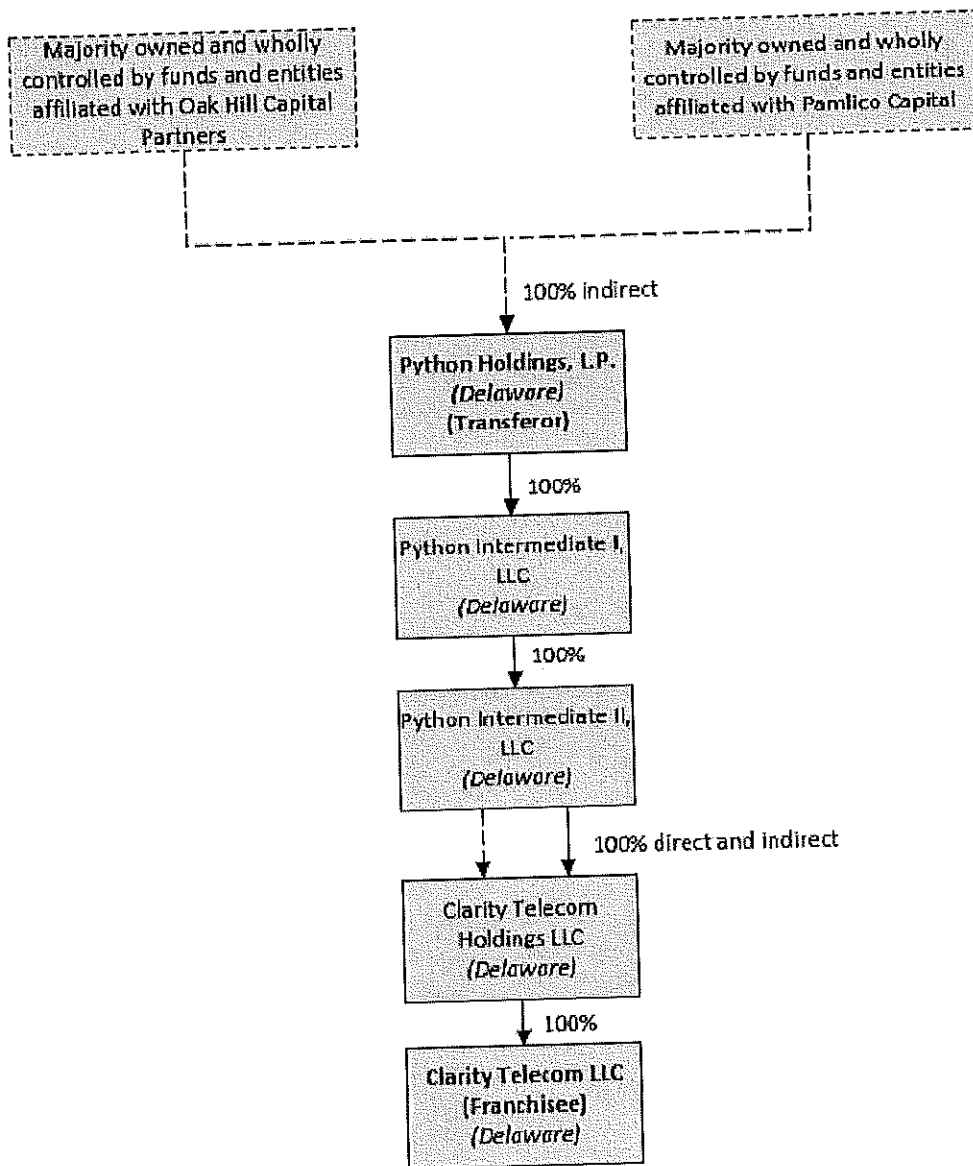
⁸ Financial Statements at p. 6.

⁹ Id.

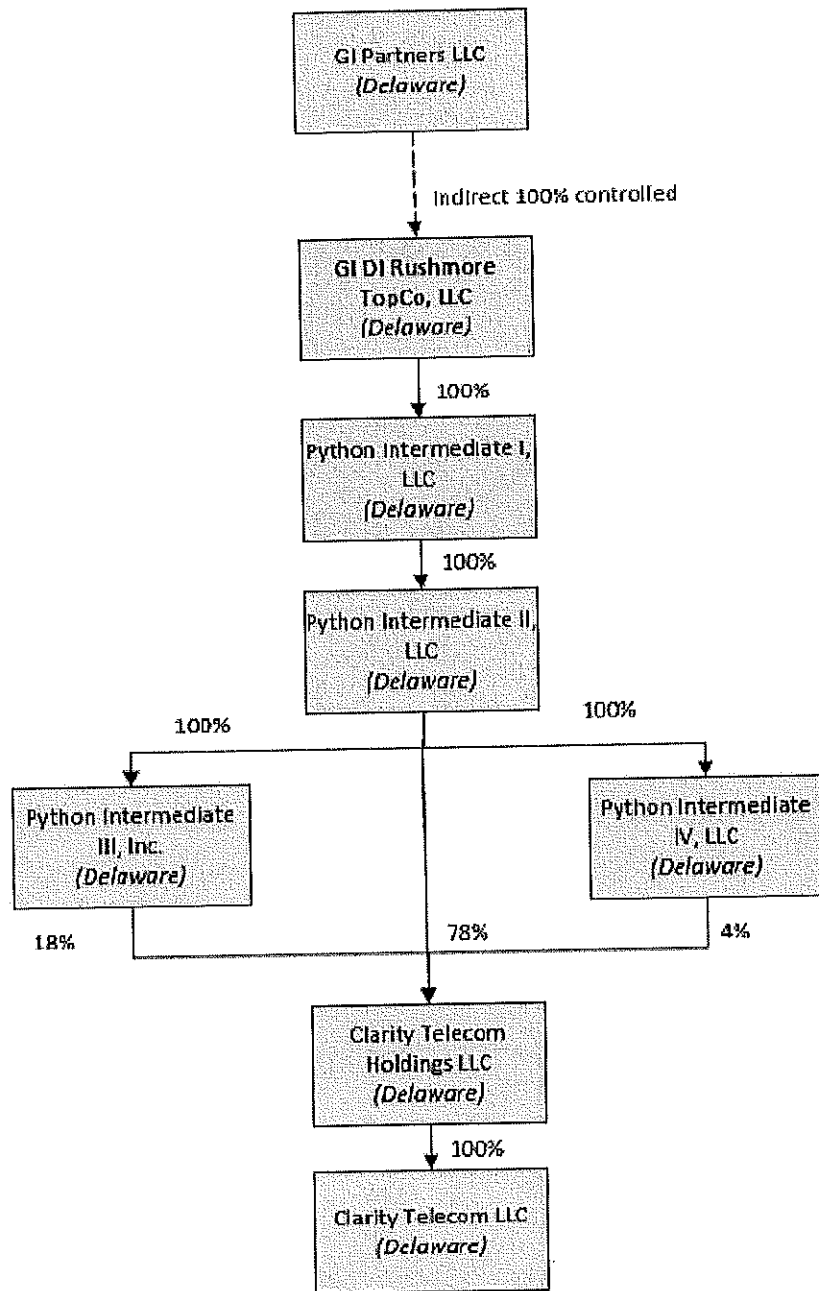
In the event the City elects to proceed with approving the proposed transfer of control, the assessment of Clarity's financial qualifications should not be construed in any way to constitute an opinion as to the financial capability or stability of Clarity to (i) operate under the Franchise Agreement, (ii) operate its other operations, or (iii) successfully consummate the transaction as contemplated in the Transaction Agreement. The sufficiency of the procedures used in making an assessment of Clarity's financial qualifications and its capability to remain the parent of the operator of the System is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures used either for the purpose for which this analysis of financial capabilities and qualifications was requested or for any other purpose.

Lastly, in order to ensure compliance with its obligations to operate the System and since we have continued to base a significant part of our analysis on the Financial Statements of Clarity, we recommend that the City maintain any performance bonds or corporate parent guaranty required under any City Franchise Agreement.

Current Ownership of Licensee



Post-Close Ownership of Licensee



RESOLUTION NO. _____

**APPROVING THE PROPOSED TRANSFER OF THE
CABLE FRANCHISE CURRENTLY HELD BY CLARITY TELECOM, LLC**

WHEREAS, Clarity Telecom, LLC, d/b/a Vast Broadband (collectively hereinafter referred to as “Grantee”), currently holds a cable television franchise (“Franchise”) granted by the City of Marshall, Minnesota (“City”).

WHEREAS, Grantee owns, operates and maintains a cable television system in the City (“System”) pursuant to the terms of the Franchise.

WHEREAS, the City received Federal Communications Commission Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise, (“Application”) dated October 22, 2020.

WHEREAS, federal law and the terms of the Franchise require that the City take action to consider the Application within one hundred twenty (120) days of the date of receipt, or on or before February 19, 2021.

WHEREAS, Section 9.5 of the existing Franchise requires the City’s advance written consent prior to the Grantee’s transfer of the Franchise.

WHEREAS, the Application includes a copy of a Security Purchase Agreement, dated October 13, 2020, (“Agreement”) that provides for the acquisition of Grantee’s assets, including the Franchise.

WHEREAS, under the Agreement GI DI Rushmore TopCo, LLC (“Rushmore”) will acquire one hundred percent (100%) of the Grantee’s assets which include the Franchise (“Transaction”).

WHEREAS, as a result of the proposed Transaction Grantee and Rushmore have requested consent from the City to the proposed transfer of the Franchise.

WHEREAS, the City has reviewed the proposed Transaction, and the legal, technical, and financial qualifications of the Grantee.

WHEREAS, based on information provided by Grantee and Rushmore, and on the information received by the City, the City has elected to approve the proposed Transaction subject to certain conditions as set forth herein.

NOW, THEREFORE, the City of Marshall, Minnesota hereby resolves as follows:

1. All of the above recitals are hereby incorporated by reference as if fully set forth herein.
2. The Franchise is in full force and effect and Grantee is the lawful holder of the Franchise.
3. The City is not presently aware of any default by Grantee to comply with the terms, conditions, requirements, and obligations set forth in the Franchise, notwithstanding such, the City’s approval of the Transaction shall in no way be deemed a representation by the City that Grantee, or its successors in interest, are in compliance with the obligations under the Franchise. The City does not waive its rights with respect to Grantee’s compliance with the terms, conditions, requirements, and obligations set forth in the Franchise and other applicable law, including the

City's right to compel Grantee, or its successors in interest, to comply with the provisions of the Franchise.

4. Grantee will remain the lawful holder of the Franchise after completion of the Transaction.

5. The City hereby consents and approves of the proposed Transaction subject to:

a. Closing of the Transaction described in information provided to the City by Grantee and Rushmore in the Application and related documents.

b. Grantee or Rushmore shall, within thirty (30) days of the date of adoption of this Resolution, fully reimburse City for all of City's reasonable costs and expenses in connection with the City's review of the proposed Transaction, including without limitation, all costs incurred by the City for attorneys retained by City to assist in the review as well as any applicable notice and publication costs ("Reimbursement").

i. The Reimbursement shall not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. § 542), nor shall the Reimbursement be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the Franchise Fees to be paid to the City by Grantee pursuant to the Franchise.

ii. The Reimbursement shall be considered a requirement or charge incidental to the awarding or enforcing of the Franchise.

6. In the event the proposed Transaction contemplated by the foregoing resolution is not completed, for any reason, the City's consent shall not be effective. If any of the conditions set forth herein are not met, the City's consent to the proposed Transaction shall be null and void and of no effect.

This Resolution shall take effect and continue and remain in effect from and after the date of its passage, approval, and adoption.

Approved by the City of Marshall, Minnesota this _____ day of _____, 20__.

ATTEST:

CITY OF MARSHALL, MINNESOTA

By: _____

By: _____

Its: _____

Its: _____

ACCEPTANCE AND AGREEMENT

GI DI Rushmore TopCo, LLC and Clarity Telecom, LLC hereby accept this Resolution No. _____ (“Resolution”) and agree to be bound by the terms and conditions of this Resolution and the terms and conditions of the Franchise referenced within the Resolution.

Dated this ____ day of _____ 20__.

GI DI RUSHMORE TOPCO, LLC

By: _____

Its: _____

Sworn to before me this ____ day
of _____, 20__.

NOTARY PUBLIC

Dated this ____ day of _____ 20__.

CLARITY TELECOM, LLC

By: _____

Its: _____

Sworn to before me this ____ day
of _____, 20__.

NOTARY PUBLIC

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of Various Liquor License and Tobacco License Renewals
Background Information:	<p>All liquor and tobacco licenses are approved to expire on a calendar year basis. All 2020 licenses will expire at midnight, December 31, 2020.</p> <p>Included in the packet is a list of various liquor licenses to be renewed for 2021. The types of licenses include; On-Sale Liquor, On-Sale 3.2% Malt Liquor, Off-Sale 3.2% Malt Liquor, Wine, Taproom, Off-Sale Growler, Sunday Liquor and Tobacco Licenses.</p> <p>Each Liquor license is given final approval by the Minnesota Department of Public Safety – Alcohol and Gambling Enforcement.</p>
Fiscal Impact:	<p>On-Sale License – Waived (Jan.- Jun.)</p> <p>Off-Sale - \$1,080.00</p> <p>Tobacco - \$2,250.00</p>
Alternative/ Variations:	None Recommended
Recommendations:	To Approve On-Sale Liquor, On-Sale 3.2% Malt Liquor, Off-Sale 3.2% Malt Liquor, Wine, Taproom, Off-Sale Growler, Sunday Liquor and Tobacco Licenses for 2021 pending all requirements being met.

2021 Annual Renewal License List

ON-SALE INTOXICATING LIQUOR LICENSE

Applebee's Neighborhood Grill & Bar
Bello Cucina
Eagles Club
El Rancho #2
Fuzzy's Bar & Grill
Gambler
Gym of Marshall
Hitching Post Eatery and Saloon
Mariachi Fiesta
Marshall Golf Club
Shay's Restaurant and Lounge
Varsity Pub
Wooden Nickel

ON-SALE INTOX. SUNDAY LIQUOR LICENSE

Applebee's Neighborhood Grill & Bar
Bello Cucina
Eagles Club
El Rancho #2
Fuzzy's Bar & Grill
Gym of Marshall
Hitching Post Eatery and Saloon
Mariachi Fiesta
Marshall Golf Club
Ramada
Varsity Pub
Wooden Nickel

TAPROOM

Brau Brothers Brewery

GROWLERS

Brau Brothers Brewery

WINE LICENSE

D's Thia Restaurant
Hunan Lion
Hy-Vee Market Café
Mainstay Café & Coffee Co.

3.2 MALT BEVERAGE ON-SALE LICENSE

D's Thia Restaurant
Hunan Lion
Hy-Vee Market Café
SMSU
Mainstay Café & Coffee Co.

3.2 MALT BEVERAGE OFF-SALE LICENSE

Casey's General Store No. 1748
Casey's General Store No. 3475
Cattoor's
Express Way of Marshall
Hy-Vee Food Store
Hy-Vee Gas Station
Imart Stores, LLC (Freedom)
La Mexicana
La Yaung Grocery
AgPlus Cooperative – Ampride West
Super America
Wal Mart

TOBACCO LICENSE

Casey's General Store No. 1748
Casey's General Store No. 3475
Cattoor's
Express Way of Marshall
GM Tobacco
Hy-Vee Food Store
Hy-Vee Gas Station
Imart Stores, LLC (Fr new name)
Kuay Loo Klay
Marshall Golf Club
Marshall Tobacco Inc.
AgPlus Cooperative – Ampride Main
AgPlus Cooperative – Ampride West
Speedway
Wal Mart

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider annual agreements for renewal with Lutheran Social Services & Marshall Area Senior Citizens for 2021
Background Information:	<p>Lutheran Social Services (LSS) leases the kitchen area from the City at the Adult Community Center (107 S. 4th Street) to prepare food that is delivered to Marshall area residents as part of their Meals on Wheels program. LSS prepared and delivered 1,483 meals in November 2020.</p> <p>Marshall Area Senior Citizens (MASC) requests renewal for the year January 1, 2021 through December 31, 2021.</p>
Fiscal Impact:	There are no fiscal impact changes from the existing 2020 agreements.
Alternative/ Variations:	None recommended.
Recommendations:	Staff recommends approval of agreement renewals as presented.

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this **8th** day of; December **2020** by and between the City of Marshall, Minnesota, (hereinafter referred to as City) and Lutheran Social Services, (hereinafter referred to as LSS).

WHEREAS, the City is the owner of the building located in the City of Marshall and referred to herein as the Adult Community Center;

WHEREAS, LSS is organized and exists for the purpose of providing meals for qualifying individuals;

WHEREAS, LSS agrees to lease and use a portion of the Adult Community Center for the purpose of installing equipment for the provision of meals and for the preparation and consumption of meals.

NOW THEREFORE, in consideration of the mutual obligations and agreements of the parties herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. City hereby leases to, and LSS hereby accepts, space within the Adult Community Center, as set forth in Paragraph 4 of this agreement for the following purposes:
 - a. The location and installation of food preparation and storage equipment for storage and preparation of food in the nutrition program.
 - b. Serving area and consumption area for the patrons of the nutrition program
 - c. Preparation area to provide meals to be delivered off site.
2. This lease shall run from **January 1 of 2021 and terminating on December 31 of 2021.**
3. LSS will pay to the City as and for rental for said premises for the time period from January 1, 2021 to December 31, 2021 the sum of 18 cents for every meal prepared on site and for any partial meal prepared on site of which sum shall include the cost to the City for utility services (gas, water, sewer, garbage, local phone service and electricity). Said amount shall be payable monthly on or before the first day of the month. The rental amount provided for in this paragraph may be adjusted upwards by the City upon sixty days notice to LSS such adjustments to be based on increases in the use of utility services.
4. LSS shall be allowed the use of the kitchen located at the Adult Community Center from the hours of 8:00 a.m. to 1:00 p.m. and shall be allowed the use of the dining room in the Adult Community Center from the hours of 9:00 a.m. to 12:30 p.m., Monday through Friday. Any other hours of use of the Adult Community Center by LSS shall require prior approval of the Adult Community Center. Adult Community Center maintains their right to utilize the kitchen and dining area or permit use to others during the above-mentioned timeframes with advance communication to both the user and LSS.
5. LSS will provide liability insurance for personal injury and property damage in at least the minimum amount of \$500,000. LSS shall list City as "additional insured" on said Policy and shall provide the City with proof of such coverage. LSS shall hold the City harmless from all liability for injury or damage to any persons or property arising out of LSS use of City's premises. LSS will ensure all equipment belonging to them in amounts and under terms enough to hold the City harmless from any liability loss to said equipment. A complete inventory of equipment provided and used by LSS at the Adult Community Center will be provided to the City at the beginning of the contract period, and any changes thereto will be promptly reported in writing to the City. LSS shall provide all worker's compensation insurance required by law for the coverage of its employees, agents and servants. It is specifically understood by and between the parties that all times under this agreement and all employees, agents and servants of LSS who participate in the meals program or in any other way authorized by this agreement shall be deemed to be employees of LSS and not of the City of Marshall, for the purpose of determining worker's compensation liability.
6. LSS shall make its equipment available to the City for use by it or other such persons or organizations as it may designate upon reasonable notice and at such times and under such conditions as the parties may agree to and the circumstances may warrant.
7. LSS shall always be responsible for the maintenance, repair and replacement of equipment belonging to LSS or belonging to the City and used by LSS, in a safe and sanitary condition and shall be responsible for custodial activity associated with and resulting from their meals program. The entire used rental area that is used must be cleaned daily. The City shall be responsible for and provide all other necessary and reasonable maintenance and custodial services in and around the Adult Community Center. Per agreement

made on January 1, 1998 the following equipment is owned by the City of Marshall and is to be maintained and/or replaced as needed. City owned equipment includes the following: Hobart Dishwasher, McCall 2 section freezer 4045F, Convection oven, Stainless steel worktable, Hobart mixer A200, Hot food table E-303-25P6, Refrigerator COR155d, and Vulcan 6 burner oven

8. LSS may not assign any right, privilege or license conferred by this agreement; nor may it sublet or encumber any portion of the lease premises without first obtaining written consent of the City.
9. Notwithstanding any other provision hereof, the parties hereto may by mutual consent and in writing agree to modifications and additions hereto.
10. This agreement may be terminated prior to expiration of the term hereof as follows:
 - a. By Mutual written agreement of the Parties; or
 - b. By either Party (the Aggrieved Party), upon material breach of the agreement by the other party (the Breaching Party), which breach is not cured to the Aggrieved Party's reasonable satisfaction within sixty (60) days after the aggrieved Party provides the Breaching Party with written notice of the breach. In the event either Party gives written notice of breach, the Aggrieved Party alleging the breach may be required by the Breaching Party to specify in writing the exact nature of the alleged breach, specific incidents that support the claim of the alleged breach, and the specific actions that the Aggrieved party alleging the breach deems reasonable and appropriate to cure the alleged breach or:
 - c. By providing a minimum written notice of at least 180 days prior to the effective date of termination.
11. Address for any notifications required by this agreement shall be as follows, unless and until written notice of a new address is given by one party to the other:

For City:
Adult Community Center Coordinator
SCC
107 South 4th Street
Marshall, MN 56258
(507) 537-6120

For LSS
LSS
Attn: Deb Brooks
715 N 11th Street #401C
Moorhead, MN 56560
(218) 233-7521

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first written above.

CITY OF MARSHALL, MINNESOTA

By _____
Authorized Official City of Marshall

By _____
SCC Chairperson

LSS (Lutheran Social Services)

By: _____
Title:

AGREEMENT PROPOSAL

THIS AGREEMENT is made and entered into this **8th** day of **December, 2020** by and between the Marshall Area Senior Citizens, Inc., hereinafter referred to as the "Corporation" and the Adult Community Center Commission of the City of Marshall, State of Minnesota, a body politic, hereinafter referred to as "Commission" and

WHEREAS, the City of Marshall owns an Adult Community Center located at 107 South 4th Street, Marshall, Minnesota, and

WHEREAS, the Commission operates said Adult Community Center, and

WHEREAS, the Corporation is an organization of citizens from the Marshall area which promotes activities for older adults, as well as, provides some financial support to the Adult Community Center, and

WHEREAS, the Corporation and the Commission desire to establish certain understandings between the two organizations, and in order to facilitate this have agreed as follows:

1. That the facilities shall be open to members of the Corporation and non-members of the corporation.
2. The Commission shall schedule hours of operation for the Center.
3. That for the year January 1, 2021 through December 31, 2021 the Corporation shall make a monthly contribution of \$550.00 payable by the 25th day of each month. However, any funds paid to M.A.S.C. Inc., by the Foundation, relating to investment earnings from the Corporation's contribution to the Foundation, shall be designated toward the monthly rent contribution.
4. Building maintenance shall be the responsibility of the Commission (City). However, users of the facilities shall be obligated to perform general "Clean-up, pick-up" tasks.
5. Special events shall be scheduled with the coordinator's approval. Revenues from non-Corporation related events such as receptions, family celebrations and other Corporation conducted events shall belong to the Commission (City). Proceeds from fund raising events sponsored by the Corporation will belong to the Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year above written.

MARSHALL AREA SENIOR CITIZEN'S INC.

By: _____
(M.A.S.C., Inc. President) Date

ADULT COMMUNITY CENTER COMMISSION

By: _____
(Adult Community Center Commission Chair) Date

CITY OF MARSHALL

By: _____
(City of Marshall Mayor) Date

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of Taxicab License Renewals
Background Information:	<p>All taxicab licenses are approved to expire on a calendar year basis. All 2020 taxicab licenses will expire at midnight, December 31, 2020.</p> <p>The licensees being considered are; Marshall Taxi, Rugama’s Taxi and Southwest Minnesota Taxi.</p>
Fiscal Impact:	License Fee: \$100 + \$25 per additional vehicle
Alternative/ Variations:	None Recommended
Recommendations:	To Approve the Taxicab Licenses for 2021 pending all requirements being met.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	City Hall Change Order 9 Approval
Background Information:	Upon further inspection and demolition, it was discovered that the existing city hall roof system was a “flexing” whereas the new roof system is a “ridged” roof system. This change in the design and construction allows for a both roof systems to function together and avoid long-term issues between the old and new roof systems.
Fiscal Impact:	\$18,875.00
Alternative/ Variations:	None
Recommendations:	Approve Change Order Payment in the amount of \$18,875.00



Change Order

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

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

CHANGE ORDER INFORMATION:
Change Order Number: 9
Date: October 1, 2020

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

A. Brennan Change Order Request #16, due to roofing change from RFI 31 \$18,875.00

The original Contract Sum was	\$ 5030200.0000
The net change by previously authorized Change Orders	\$ 232,733.00
The Contract Sum prior to this Change Order was	\$ 5,262,933.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 18,875.00
The new Contract Sum including this Change Order will be	\$ 5,281,808.00

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

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

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

Engan Associates

ARCHITECT *(Firm name)*

Brennan Construction of MN, Inc.

CONTRACTOR *(Firm name)*

City of Marshall

OWNER *(Firm name)*

SIGNATURE

John van Dyck

SIGNATURE

SIGNATURE

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

PRINTED NAME AND TITLE

John van Dyck

PRINTED NAME AND TITLE

Scott VanDerMillen, Owner
Representative

PRINTED NAME AND TITLE

DATE

10/1/20

DATE

DATE



BRENNAN COMPANIES

Building Together

DATE: September 18, 2020
TO: Andy Engan; Engan Architects
CC: Nathan Hrdlichka; Brennan Construction
FROM: John van Dyck; Brennan Construction
RE: Marshall Municipal CR 16, Roof Connection, RFI 31

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Schwickert's	Roofing costs per RFI 31	\$ -	\$ -	\$ 13,370.00
Sparky's	Fabrication and installation of steel per RFI 31	\$ -	\$ -	\$ 3,619.13
			Subs Subtotal:	\$ 16,989.13
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 169.89
			GC Subtotal:	\$ 169.89

10% OH&P on subs	\$ 1,698.91
10% OH&P on GC	\$ 16.99
TOTAL:	\$ 18,875.00

Approved: 



design | build | repair | replace

Date: 9/16/2020

Re: Marshall Municipal Building Expansion Joint

To: Brennan Companies

Attn: John Van Dyck

Below is the scope of work and change request associated with RFI 31

Scope:

- Install 2 layers of 3/4" plywood along expansion joint. Approx 65'
- Install batt insulation in void.
- Install required backer rod over void between buildings.
- Install new 90-mil membrane from new building to existing.
- Insulation to be altered per requirements of new detail.
- Roof associated wood blocking is included in this price request. All other wood blocking to be by the General Contractor.

Change Request Amount: (\$13,370.00) Thirteen Thousand Three Hundred Seventy Dollars and 00/100.

Respectfully,

Justin Fahey
Project Manager
jfahey@tectaamerica.com



QUOTE

4050 210th Street
Montevideo MN 56265
320-269-8860
www.sparkysweldingandfab.com

TO: Brennan Construction Inc.
Attn: John VanDyck

DATE: September 18th, 2020

Proposal
RFI 31, Front Roof Decking

Objective
Provide and install (9) connections per section 7/S51

Sparky's Welding & Fabrication, LLC will supply:	AMOUNT
Material and in-shop fabrication	\$860.00
Field drill horizontal brace and install (9) connection locations per section 7/S51. Field weld verticals.	
Labor and consumables to complete objective	2,700.00
6.875% Sales tax	59.13
MN Sales Tax 6.875% NOT included	
TOTAL ESTIMATED COST	\$3,619.13

Prices quoted are good for 30 days. Labor quoted is based on Monday-Friday work hours.
Work done on weekends and holidays are subject to extra labor cost.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, December 8, 2020
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: 11/25/2020 - 12/08/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
0527	3D SPECIALTIES, INC.	12/01/2020	EFT	0.00	101.99	5600
5813	ACE HOME & HARDWARE	11/30/2020	Regular	0.00	437.54	117674
6128	ACTION CO LLC	12/01/2020	EFT	0.00	700.00	5601
0560	AFSCME COUNCIL 65	12/04/2020	EFT	0.00	1,311.00	5635
6412	AG PLUS COOPERATIVE	12/03/2020	Regular	0.00	488.64	117727
0567	ALEX AIR APPARATUS INC	12/04/2020	EFT	0.00	242.38	5636
0578	AMAZON CAPITAL SERVICES	12/01/2020	EFT	0.00	110.53	5602
0578	AMAZON CAPITAL SERVICES	12/04/2020	EFT	0.00	244.73	5637
0583	AMERICAN FAMILY LIFE ASSURANCE CO	12/01/2020	EFT	0.00	1,440.68	5603
0584	AMERICAN LEGION POST 113	12/03/2020	Regular	0.00	1,000.00	117728
5880	AMERITAS LIFE INSURANCE CORP	12/03/2020	Regular	0.00	427.41	117729
5837	ANDERSON, JASON	12/04/2020	EFT	0.00	80.00	5638
6490	APPLEBEE'S GRILL & BAR	12/03/2020	Regular	0.00	1,191.57	117730
0630	ARCTIC GLACIER	11/30/2020	Regular	0.00	148.71	117676
0630	ARCTIC GLACIER	12/03/2020	Regular	0.00	238.80	117731
0629	ARNOLD MOTOR SUPPLY	11/30/2020	Regular	0.00	53.89	117677
5447	ARTISAN BEER COMPANY	11/30/2020	Regular	0.00	1,109.20	117678
5447	ARTISAN BEER COMPANY	12/03/2020	Regular	0.00	349.75	117732
5327	BAUMANN, ADAM	12/04/2020	EFT	0.00	30.00	5639
0688	BELLBOY CORPORATION	12/01/2020	EFT	0.00	6,924.27	5604
0688	BELLBOY CORPORATION	12/04/2020	EFT	0.00	450.00	5640
5612	BELLO CUCINA OF MARSHALL	12/03/2020	Regular	0.00	1,191.57	117733
0689	BEND RITE FABRICATION INC	11/30/2020	Regular	0.00	12.00	117679
0699	BEVERAGE WHOLESALERS	11/30/2020	Regular	0.00	34,576.95	117680
0699	BEVERAGE WHOLESALERS	12/03/2020	Regular	0.00	26,548.28	117734
0704	BIKE SHOP	12/03/2020	Regular	0.00	42.99	117735
0707	BISBEE PLUMBING AND HEATING INC	12/03/2020	Regular	0.00	674.91	117736
6219	BLACKSTRAP, INC.	11/30/2020	Regular	0.00	5,580.99	117681
6219	BLACKSTRAP, INC.	12/03/2020	Regular	0.00	1,900.59	117737
0724	BOLTON & MENK INC	12/01/2020	EFT	0.00	1,125.00	5605
0018	BORDER STATES ELECTRIC SUPPLY	12/01/2020	EFT	0.00	237.21	5606
4506	BOT, JOSEPH	12/04/2020	EFT	0.00	696.00	5641
6231	BOX, KYLE	12/04/2020	EFT	0.00	30.00	5642
3829	BRAU BROTHERS	12/03/2020	Regular	0.00	272.95	117738
4457	BREAKTHRU BEVERAGE	11/30/2020	Regular	0.00	5,362.62	117682
4457	BREAKTHRU BEVERAGE	12/03/2020	Regular	0.00	9,057.95	117739
6468	BRENNAN CONSTRUCTION OF MN, INC	11/30/2020	Regular	0.00	244,079.78	117684
3568	BRUNSVOLD, QUENTIN	12/04/2020	EFT	0.00	30.00	5643
0378	BUYSSE, JASON	12/04/2020	EFT	0.00	30.00	5644
4236	C.E. SIGNS & DESIGNS	11/30/2020	Regular	0.00	97.26	117685
0380	CALLENS, DAVID	12/04/2020	EFT	0.00	64.89	5645
0815	CATTOOR OIL COMPANY INC	12/01/2020	EFT	0.00	510.84	5607
0815	CATTOOR OIL COMPANY INC	12/04/2020	EFT	0.00	1,611.00	5646
0818	CAUWELS, ROGER	12/04/2020	EFT	0.00	30.00	5647
6685	COLEMAN PROPERTIES	12/03/2020	Regular	0.00	500.00	117741
0875	COMPUTER MAN INC	12/01/2020	EFT	0.00	1,120.00	5608
0875	COMPUTER MAN INC	12/04/2020	EFT	0.00	115.00	5648
6374	CONNECT BUSINESS MAGAZINE	12/04/2020	EFT	0.00	150.00	5649
0384	COUDRON, DEAN	12/04/2020	EFT	0.00	30.00	5650
0934	D & G EXCAVATING INC	12/04/2020	EFT	0.00	44,498.00	5651
3819	DACOTAH PAPER CO	11/30/2020	Regular	0.00	403.73	117686
0946	DAKOTA MUD JACK	12/03/2020	Regular	0.00	2,752.25	117742
6537	DEHN, JESSIE	12/04/2020	EFT	0.00	70.00	5652
0966	DELTA DENTAL OF MINNESOTA	11/27/2020	Bank Draft	0.00	4,905.78	DFT0000510

Council Check Report

Date Range: 11/25/2020 - 12/08/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0966	DELTA DENTAL OF MINNESOTA	11/27/2020	Bank Draft	0.00	1,054.90	DFT0000519
6472	DEUTZ, LAUREN	12/04/2020	EFT	0.00	80.00	5653
0998	DIVERSIFIED INSPECTION	12/04/2020	EFT	0.00	808.00	5654
5731	DOLL DISTRIBUTING	12/01/2020	EFT	0.00	15,789.17	5609
5731	DOLL DISTRIBUTING	12/04/2020	EFT	0.00	16,499.38	5655
6492	D'S THAI RESTAURANT	12/03/2020	Regular	0.00	277.71	117743
1020	DUININCK BROS., INC.	12/01/2020	EFT	0.00	1,731.84	5610
6493	EAGLES CLUB	12/03/2020	Regular	0.00	1,191.57	117744
5651	ELECTRO-CHEMICAL DEVICES INC	12/01/2020	EFT	0.00	376.41	5611
1090	FASTENAL COMPANY	12/01/2020	EFT	0.00	144.72	5612
1126	FLEXIBLE PIPE TOOL COMPANY	12/01/2020	EFT	0.00	1,014.00	5613
4805	FURTHER	11/27/2020	Bank Draft	0.00	9,396.80	DFT0000508
4805	FURTHER	11/27/2020	Bank Draft	0.00	7,417.08	DFT0000513
4805	FURTHER	11/25/2020	Bank Draft	0.00	520.84	DFT0000518
1158	GALLS INC	12/04/2020	EFT	0.00	349.93	5656
1167	GENESIS LAMP CORP.	11/30/2020	Regular	0.00	272.49	117687
6424	GITCH GEAR, LLC	12/03/2020	Regular	0.00	424.00	117745
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	11/30/2020	Regular	0.00	534.48	117688
1215	GREENWOOD NURSERY	11/30/2020	Regular	0.00	836.93	117689
3760	GROWMARK INC.	12/01/2020	EFT	0.00	43.00	5614
1267	HEIMAN INC.	12/04/2020	EFT	0.00	8,467.60	5657
1251	HESS CONCRETE	11/30/2020	Regular	0.00	2,750.00	117690
6497	HITCHING POST EATERY & SALOON	12/03/2020	Regular	0.00	1,191.57	117746
5515	HOFFMANN, RYAN	12/04/2020	EFT	0.00	30.00	5658
4533	HUNAN LION	12/03/2020	Regular	0.00	277.71	117747
1311	HYVEE FOOD STORES INC	11/30/2020	Regular	0.00	166.32	117691
1311	HYVEE FOOD STORES INC	12/03/2020	Regular	0.00	277.71	117748
1325	ICMA RETIREMENT TRUST #300877	11/30/2020	Regular	0.00	50.00	117692
1343	INDEPENDENT LUMBER OF MARSHALL INC	12/03/2020	Regular	0.00	203.29	117749
5546	INDIAN ISLAND WINERY	11/30/2020	Regular	0.00	266.88	117693
1358	INTERNAL REVENUE SERVICE	11/27/2020	Bank Draft	0.00	24,888.70	DFT0000514
1358	INTERNAL REVENUE SERVICE	11/27/2020	Bank Draft	0.00	23,665.41	DFT0000515
1358	INTERNAL REVENUE SERVICE	11/27/2020	Bank Draft	0.00	7,683.28	DFT0000516
1399	JOHNSON BROTHERS LIQUOR COMPANY	11/30/2020	Regular	0.00	15,872.27	117694
1399	JOHNSON BROTHERS LIQUOR COMPANY	12/03/2020	Regular	0.00	10,563.73	117750
6686	KESTELOOT, KOREY & MELISSA	12/03/2020	Regular	0.00	300.00	117752
5095	KIBBLE EQUIPMENT	12/01/2020	EFT	0.00	1,650.00	5615
0450	KOPITSKI, JASON	12/04/2020	EFT	0.00	30.00	5659
5377	KRUK, CHRISTOPHER	12/04/2020	EFT	0.00	30.00	5660
1480	LAW ENFORCEMENT LABOR SERVICE INC	12/04/2020	EFT	0.00	1,240.00	5661
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	11/30/2020	Regular	0.00	435.11	117696
6183	LEE, JERRED	12/04/2020	EFT	0.00	30.00	5662
5606	LEGALSHIELD	12/03/2020	Regular	0.00	145.50	117753
6567	LINCOLN CO SHERIFF'S OFFICE	11/30/2020	Regular	0.00	1,017.67	117697
6566	LOWER SIOUX POLICE DEPT	11/30/2020	Regular	0.00	252.66	117698
6323	LUTHER, ERIC	12/04/2020	EFT	0.00	30.00	5663
1548	LYON COUNTY LANDFILL	11/30/2020	Regular	0.00	45.03	117699
1553	LYON COUNTY SHERIFF'S DEPT.	11/30/2020	Regular	0.00	1,556.33	117700
1565	MACQUEEN EQUIPMENT INC.	12/04/2020	EFT	0.00	1,224.69	5664
6292	MADDEN, GALANTER, HANSEN, LLP	12/04/2020	EFT	0.00	360.00	5665
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	12/04/2020	EFT	0.00	992.26	5666
1574	MAGIC WATER	11/30/2020	Regular	0.00	11.00	117701
5459	MAGNEY CONSTRUCTION, INC	12/03/2020	Regular	0.00	321,685.81	117754
1575	MAILBOXES & PARCEL DEPOT	12/01/2020	EFT	0.00	64.77	5616
6498	MAINSTAY CAFE & COFFEE	12/03/2020	Regular	0.00	277.71	117755
1604	MARSHALL AREA CHAMBER OF COMMERCE	12/04/2020	EFT	0.00	2,284.00	5667
1616	MARSHALL CONVENTION & VISITORS BUREAU	12/04/2020	EFT	0.00	4,000.00	5668
6500	MARSHALL GOLF CLUB	12/03/2020	Regular	0.00	1,500.00	117756
1623	MARSHALL INDEPENDENT, INC	12/03/2020	Regular	0.00	1,782.44	117757
0460	MARSHALL JAMES	12/04/2020	EFT	0.00	80.00	5669
6018	MARSHALL M CLUB	11/30/2020	Regular	0.00	330.00	117702

Council Check Report

Date Range: 11/25/2020 - 12/08/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1632	MARSHALL MINI-STORAGE, LLP	12/01/2020	EFT	0.00	72.00	5617
1633	MARSHALL MUNICIPAL UTILITIES	12/01/2020	EFT	0.00	203,963.88	5618
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	12/01/2020	EFT	0.00	66.84	5619
1649	MARSHALL TRUCK SALVAGE INC.	12/03/2020	Regular	0.00	36.59	117758
6554	MASTERBUILT HOMES	12/03/2020	Regular	0.00	300.00	117759
5139	MATHESON TRI-GAS INC	11/30/2020	Regular	0.00	188.09	117703
5139	MATHESON TRI-GAS INC	12/03/2020	Regular	0.00	321.80	117760
6025	MELLENTIN, CODY	12/04/2020	EFT	0.00	30.00	5670
4980	MENARDS INC	11/30/2020	Regular	0.00	166.18	117704
4980	MENARDS INC	12/03/2020	Regular	0.00	95.56	117761
3971	MEULEBROECK, ANDY	12/04/2020	EFT	0.00	30.00	5671
1791	MINNESOTA COUNTY ATTORNEYS ASSOC	11/30/2020	Regular	0.00	110.00	117705
5688	MINNESOTA LIFE	12/04/2020	EFT	0.00	1,515.81	5672
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	12/04/2020	EFT	0.00	5,087.50	5674
3669	MINNESOTA STATE RETIREMENT SYSTEM	11/27/2020	Bank Draft	0.00	7,196.14	DFT0000511
1757	MN CHILD SUPPORT PAYMENT CENTER	11/30/2020	Regular	0.00	633.13	117706
1774	MN DEPT OF LABOR AND INDUST	11/30/2020	Regular	0.00	40.00	117707
6440	MN PEIP-C/O MMB FISCAL SVC	12/03/2020	Regular	0.00	149,653.06	117762
1818	MN REVENUE	11/27/2020	Bank Draft	0.00	10,997.55	DFT0000517
1877	MOTION INDUSTRIES INC	12/03/2020	Regular	0.00	137.67	117768
1883	MR COOLS CLOTHING	12/03/2020	Regular	0.00	3,800.57	117769
1894	MURRAY'S AUTO GLASS	11/30/2020	Regular	0.00	371.25	117708
2512	NATIONWIDE RETIREMENT	11/27/2020	Bank Draft	0.00	525.00	DFT0000503
2513	NATIONWIDE RETIREMENT-FIRE	11/27/2020	Bank Draft	0.00	1,628.23	DFT0000504
1923	NCPERS MN GROUP LIFE INS.	12/04/2020	EFT	0.00	368.00	5675
1938	NEWMAN SIGNS	12/04/2020	EFT	0.00	689.14	5676
1945	NORMS GTC	11/30/2020	Regular	0.00	157.54	117709
1986	NORTH CENTRAL INTERNATIONAL, INC	12/01/2020	EFT	0.00	167.67	5620
1958	NORTHERN BUSINESS PRODUCTS, INC	12/04/2020	EFT	0.00	110.26	5677
6463	OFFICE OF MNIT SERVICES	11/30/2020	Regular	0.00	640.87	117710
5891	ONE OFFICE SOLUTION	12/01/2020	EFT	0.00	93.06	5621
3809	O'REILLY AUTOMOTIVE STORES, INC	12/03/2020	Regular	0.00	24.46	117770
2019	PAUSTIS WINE COMPANY	12/03/2020	Regular	0.00	4,391.00	117771
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	12/01/2020	EFT	0.00	71.10	5622
2028	PERA OF MINNESOTA REG	11/27/2020	Bank Draft	0.00	51,275.37	DFT0000509
2036	PHILLIPS WINE AND SPIRITS INC	11/30/2020	Regular	0.00	17,133.13	117711
2036	PHILLIPS WINE AND SPIRITS INC	12/03/2020	Regular	0.00	11,494.13	117772
6569	PIPESTONE COUNTY SHERIFF'S OFFICE	11/30/2020	Regular	0.00	921.21	117714
0477	PRZYBILLA, SCOTT	12/04/2020	EFT	0.00	30.00	5678
6166	PULVER MOTOR SVC, LLC	12/01/2020	EFT	0.00	75.00	5623
2096	QUARNSTROM & DOERING, PA	12/04/2020	EFT	0.00	10,874.66	5679
6161	RADKE, HEATHER	12/04/2020	EFT	0.00	112.22	5680
5006	RAFF, ED	11/30/2020	Regular	0.00	107.58	117715
5303	RAMADA MARSHALL	12/03/2020	Regular	0.00	1,191.57	117774
6570	REDWOOD COUNTY SHERIFF	11/30/2020	Regular	0.00	246.46	117716
6571	REDWOOD FALLS POLICE DEPARTMENT	11/30/2020	Regular	0.00	2,307.74	117717
4826	RIEKE, BENJAMIN	12/04/2020	EFT	0.00	30.00	5681
6687	RIGNELL, DEREK	12/03/2020	Regular	0.00	1,349.76	117775
0481	ROKEH, JASON	12/03/2020	Regular	0.00	30.00	117776
6684	ROLLING FORKS VINEYARDS, LLC	11/30/2020	Regular	0.00	360.00	117718
2201	RUNNINGS SUPPLY INC	12/01/2020	EFT	0.00	21.89	5624
3495	SMSU	12/01/2020	EFT	0.00	174.16	5625
4855	SOUTHERN GLAZER'S OF MN	12/01/2020	EFT	0.00	12,594.92	5626
4855	SOUTHERN GLAZER'S OF MN	12/04/2020	EFT	0.00	9,229.99	5682
0491	ST AUBIN, GREGORY	12/04/2020	EFT	0.00	30.00	5683
4522	ST LOUIS MRO INC.	12/03/2020	Regular	0.00	24.50	117777
3808	STELTER, GEOFFREY	12/03/2020	Regular	0.00	30.00	117778
4134	STENSRUD, PRESTON	12/01/2020	EFT	0.00	150.00	5627
4134	STENSRUD, PRESTON	12/04/2020	EFT	0.00	30.00	5684
5491	STORM, ANNETTE	12/04/2020	EFT	0.00	80.00	5685
4385	STUART C IRBY CO.	12/01/2020	EFT	0.00	41.54	5628

Council Check Report

Date Range: 11/25/2020 - 12/08/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0495	SWANSON, GREGG	12/03/2020	Regular	0.00	30.00	117779
2395	SWEDE'S SERVICE CENTER	11/30/2020	Regular	0.00	441.93	117719
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	11/30/2020	Regular	0.00	180.00	117720
6503	THE GYM OF MARSHALL	12/03/2020	Regular	0.00	1,191.57	117780
2428	TITAN MACHINERY	12/01/2020	EFT	0.00	2,000.00	5629
3968	TRAFFIC CONTROL CORP.	12/01/2020	EFT	0.00	282.00	5630
6156	TRUE BRANDS	12/01/2020	EFT	0.00	710.66	5631
3342	TRUEDSON, SCOTT	12/04/2020	EFT	0.00	30.00	5686
6510	TX CHILD SUPPORT, SDU	11/30/2020	Regular	0.00	35.82	117721
6682	TYLER BUSINESS FORMS	11/30/2020	Regular	0.00	321.47	117722
3875	TYLER TECHNOLOGIES	11/30/2020	Regular	0.00	1,293.02	117723
2497	UNIVERSITY OF MINNESOTA EXTENSION SERVIC	12/03/2020	Regular	0.00	502.50	117781
3443	VALIC DEFERRED COMP	11/27/2020	Bank Draft	0.00	1,052.00	DFT0000505
3443	VALIC DEFERRED COMP	11/27/2020	Bank Draft	0.00	109.95	DFT0000506
3443	VALIC DEFERRED COMP	11/27/2020	Bank Draft	0.00	1,250.00	DFT0000507
6092	VANDERMILLEN, SCOTT	12/04/2020	EFT	0.00	80.00	5687
0512	VANLEEUWE, SARA J.	12/04/2020	EFT	0.00	70.00	5688
0513	VANMOER, ROBERT	12/04/2020	EFT	0.00	30.00	5689
6504	VARSITY PUB	12/03/2020	Regular	0.00	1,191.57	117782
5733	VAST BROADBAND	11/30/2020	Regular	0.00	1,098.30	117724
5733	VAST BROADBAND	12/03/2020	Regular	0.00	60.04	117783
4489	VERIZON WIRELESS	12/01/2020	EFT	0.00	1,231.38	5632
4489	VERIZON WIRELESS	12/04/2020	EFT	0.00	360.13	5690
2538	VIKING COCA COLA BOTTLING COMPANY	12/01/2020	EFT	0.00	186.60	5633
2538	VIKING COCA COLA BOTTLING COMPANY	12/04/2020	EFT	0.00	414.50	5691
4594	VINOCUPIA	12/01/2020	EFT	0.00	106.50	5634
4594	VINOCUPIA	12/04/2020	EFT	0.00	200.00	5692
6085	VOYA - INVESTORS CHOICE	11/27/2020	Bank Draft	0.00	1,000.00	DFT0000512
4118	WALMART BUSINESS	12/03/2020	Regular	0.00	519.91	117784
0518	WENKER, JEFFREY	12/03/2020	Regular	0.00	30.00	117786
2605	WINE MERCHANTS	11/30/2020	Regular	0.00	121.69	117725
2608	WOODEN NICKEL SALOON	12/03/2020	Regular	0.00	1,191.57	117787
2631	ZEP MANUFACTURING COMPANY	11/30/2020	Regular	0.00	300.14	117726
2631	ZEP MANUFACTURING COMPANY	12/03/2020	Regular	0.00	226.49	117788
2632	ZIEGLER INC	12/04/2020	EFT	0.00	214.59	5693

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	193	101	0.00	907,996.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	17	0.00	154,567.03
EFT's	152	93	0.00	370,989.29
	362	211	0.00	1,433,552.44

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	193	101	0.00	907,996.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	17	0.00	154,567.03
EFT's	152	93	0.00	370,989.29
	362	211	0.00	1,433,552.44

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	11/2020	498,002.42
999	POOLED CASH FUND	12/2020	935,550.02
			1,433,552.44

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
12/8/2020

PROJECT #:	Coding	DATE		CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2018 Prior Payments	2019 Prior Payments	2020 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00		14,074,300.00		4,099,265.87	6,597,238.25	321,685.81	579,904.73	2,476,205.34	82.41%
Z52	401-41900-55130	8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	Hisken Construction Inc.	185,250.15		185,250.15			184,169.25		1,860.30	(779.40)	100.42%
E22	630-49600-55130	9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00		190,000.00		150,483.00				39,517.00	79.20%
CH1	494-41900-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	232,733.00	5,262,933.00			2,795,642.26	244,079.78	263,146.65	1,960,064.31	62.76%
Z75	476-43300-55170	4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	10,245.14	2,594,000.04			2,490,726.04		25,158.85	78,115.15	96.99%
Z76	476-43300-55170	5/26/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55	5,683.75	622,820.30			491,784.67		25,883.40	105,152.23	83.12%
Z77	630-49600-55170	6/23/2020	Legion Field Storm Water Improvements-Phase 1	Towne & Country Excavating LLC	277,943.00	(2,967.25)	274,975.75			256,077.36		2,586.64	16,311.75	94.07%
Z81	401-42400-55120	7/28/2020	Fire Station Electrical Service Change Out	Heartland Mechanical, Inc	30,766.91		30,766.91						30,766.91	0.00%
Z81	630-49600-55170	9/8/2020	MERIT Center Outfall Project	Towne & Country Excavating LLC	251,297.00		251,297.00						251,297.00	0.00%
					<u>28,663,810.93</u>	<u>388,531.40</u>	<u>29,052,342.33</u>	<u>959,481.14</u>	<u>7,061,271.10</u>	<u>14,610,633.58</u>	<u>565,765.59</u>	<u>898,540.57</u>	<u>4,956,650.35</u>	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	NEW BUSINESS
Type:	INFO
Subject:	Truth in Taxation Public Meeting
Background Information:	<p>Public Meeting Public meeting requirements Counties, cities with a population over 500, school districts, metropolitan special taxing districts, and regional library authorities established under section 134.201 are required to hold a meeting at which the budget and levy will be discussed, and the public allowed to speak. The meeting must be after Nov. 24 and no later than Dec. 28 and held at 6:00 p.m. or later. This meeting may be part of a regularly scheduled meeting. If a regular meeting is not scheduled after Nov. 24 and no later than Dec. 28 at 6:00 p.m. or later, it will be necessary to schedule a special meeting for this purpose. Towns are not required to hold a public meeting. Special taxing districts (except for the three metropolitan special taxing districts and regional library authorities established under section 134.201) are not required to hold a public meeting. Public meeting announcement A taxing authority shall announce, at the meeting in which the proposed tax levy is adopted, the time and place of its subsequent regularly scheduled meetings at which the budget and levy will be discussed, and the public allowed to speak.</p> <p>No later than December 28, 2020 Cities with a population over 500, counties, the Metropolitan Council, the Metropolitan Airports Commission, and the Metropolitan Mosquito Control District adopt their final payable 2021 property tax levies and their payable 2021 budgets.</p> <p>Staff is recommending the final levy be approved at the December 22, 2020 Council meeting.</p>
Fiscal Impact:	As per presented levy and budget
Alternative/ Variations:	None
Recommendations:	Conduct Truth in Taxation public meeting.

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION APPROVING 2021 TAX LEVY

BE IT RESOLVED by the City Council of the City of Marshall, County of Lyon, Minnesota, that the following sums of money be levied for the current year, collectable in 2021, upon the taxable property in the City of Marshall for the following purposes:

<u>Description</u>	<u>Amount (\$)</u>
General Fund Levy	\$ 4,971,530
Capital Equipment Levy	\$ 400,000
Street Improvement Levy	\$ 275,000
Special Levy (EDA)	\$ 135,000
Special Levy (Debt Service)	
360 2016B G.O. Equipment Certificates	\$ 155,295
362 2017A G.O. Equipment Certificates	\$ 38,955
321 2010A G.O. Capital Improvement Bonds	\$ 53,467
325 2015A G.O. CIP Bonds	\$ 53,471
359 2015B G.O. Public Improvement Bonds	\$ 50,796
360 2016B G.O. Public Improvement Bonds	\$ 105,703
362 2017A G.O. Public Improvement Bonds	\$ 83,157
369 2011B G.O. Public Improvement Bonds	\$ 19,509
374 2015A G.O. Street Reconstruction Bonds	\$ 96,784
376 2016C G.O. Public Improvement Bonds	\$ 60,894
377 2017B G.O. Public Improvement Bonds	\$ 42,546
375 2018A G.O. Public Improvement Bonds	\$ 100,000
378 2020B GO Public Improvement Bonds	\$ 98,028
394 2020A Capital Improvement Bond	\$ 239,103
Total Debt Service Levy	\$ 1,197,708
Special Levy Tax Abatement (Debt Service)	
369 2011B Tax Abatement (Country Club Dr.)	\$ 70,833
376 2016C G.O. Tax Abatement (Parkway)	\$ 132,936
362 2017A G.O. Tax Abatement (Carr Estates)	\$ 40,000
375 2018 G.O. Tax Abatement (Justice Park)	\$ 25,000
378 2020B G.O. Tax Abatement (Freedom Park)	\$ 20,000
Total Tax Abatement Debt Service Levy	\$ 288,769
TOTAL LEVY	<u>\$ 7,268,007</u>

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Lyon County, Minnesota.

Passed and adopted by the Common Council this 22nd day of December, 2020.

THE COMMON COUNCIL

Robert Byrnes, Mayor

ATTEST

Kyle Box, City Clerk



MARSHALL

2021 Truth in Taxation

December 8, 2020 6:00 PM



MARSHALL
CULTIVATING THE BEST IN US

Agenda

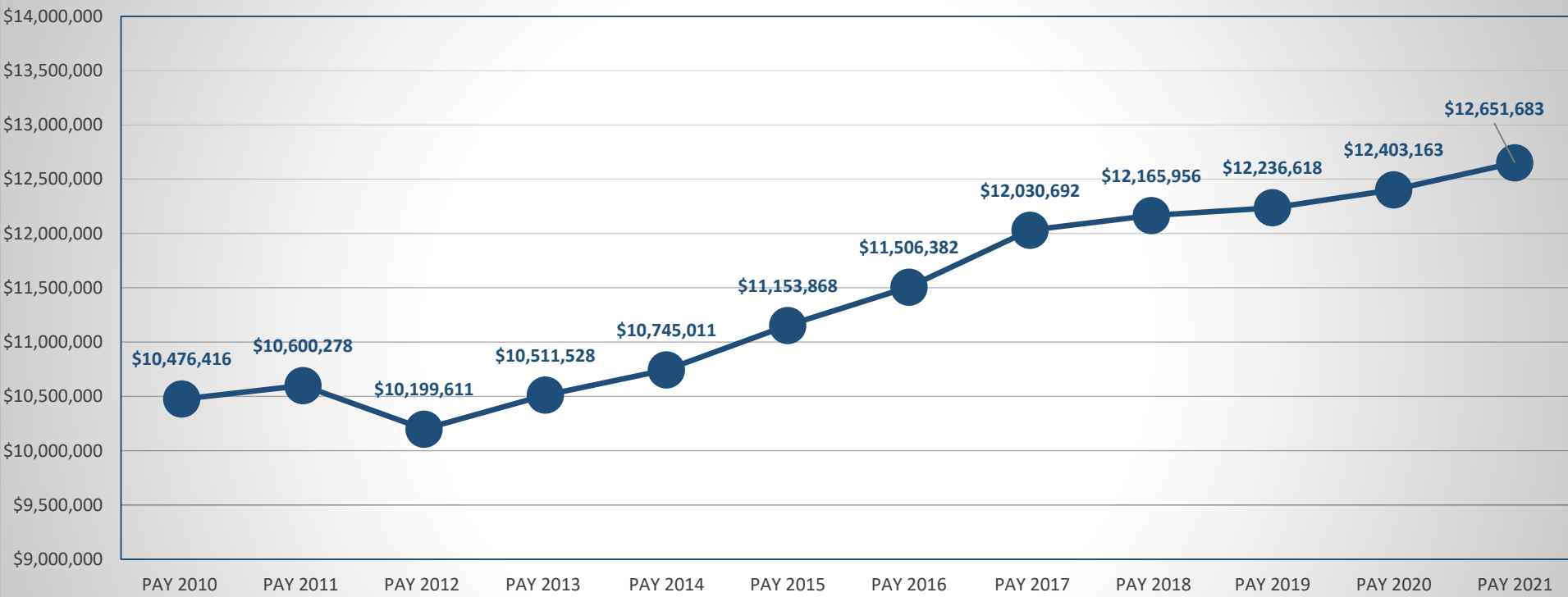


2020 Recap/Looking Ahead
Tax Capacity, Rates, Comparisons
Tax Rates and Property Tax Impacts
Historical Tax Levy
2021 Tax Levy and General Fund Impacts
Debt Reduction
2021 Tax Levy and General Fund Recommendation

2010-2021 Historical Tax Capacity



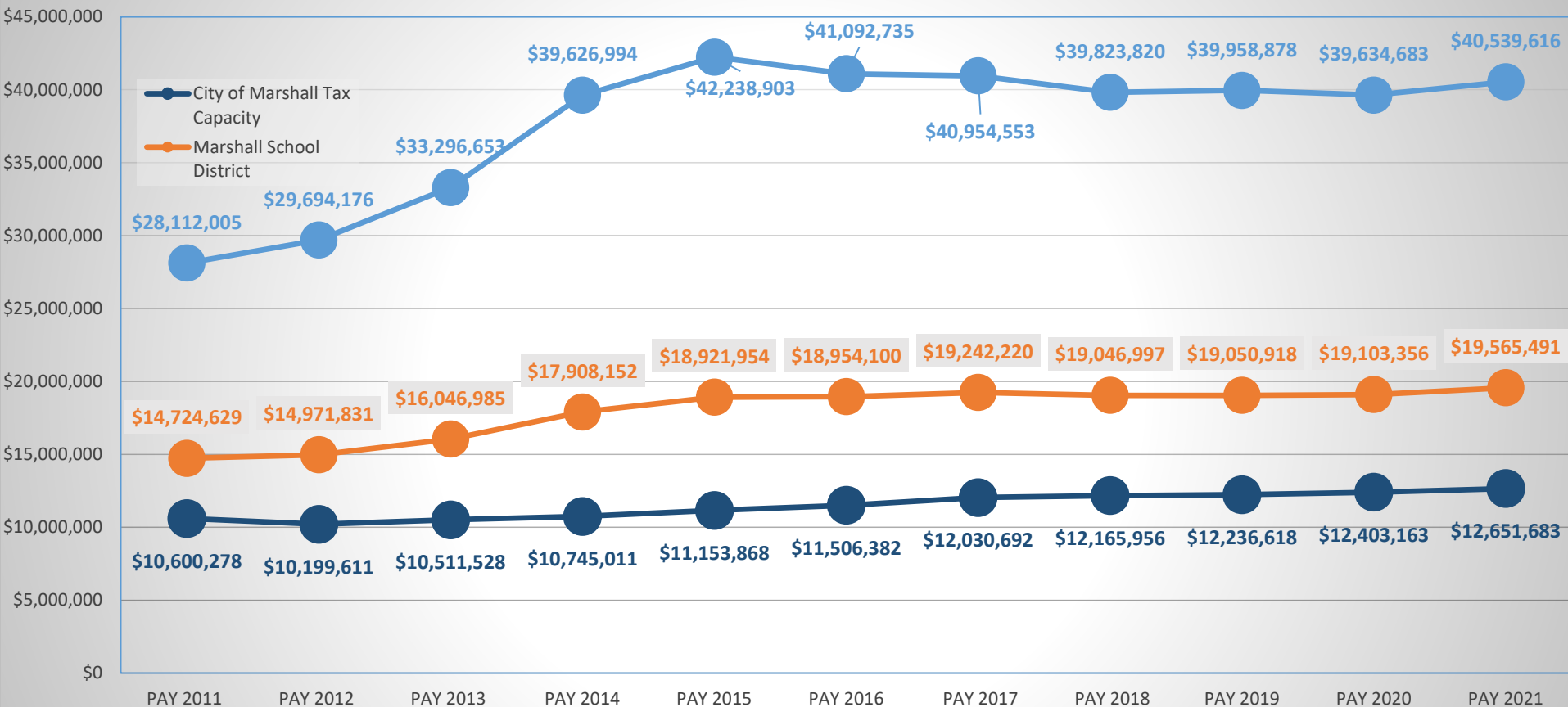
City of Marshall Tax Capacity August Projections (prior to TIFF)



PRELIMINARY

Lyon County, City of Marshall, ISD #413 = Tax Capacity

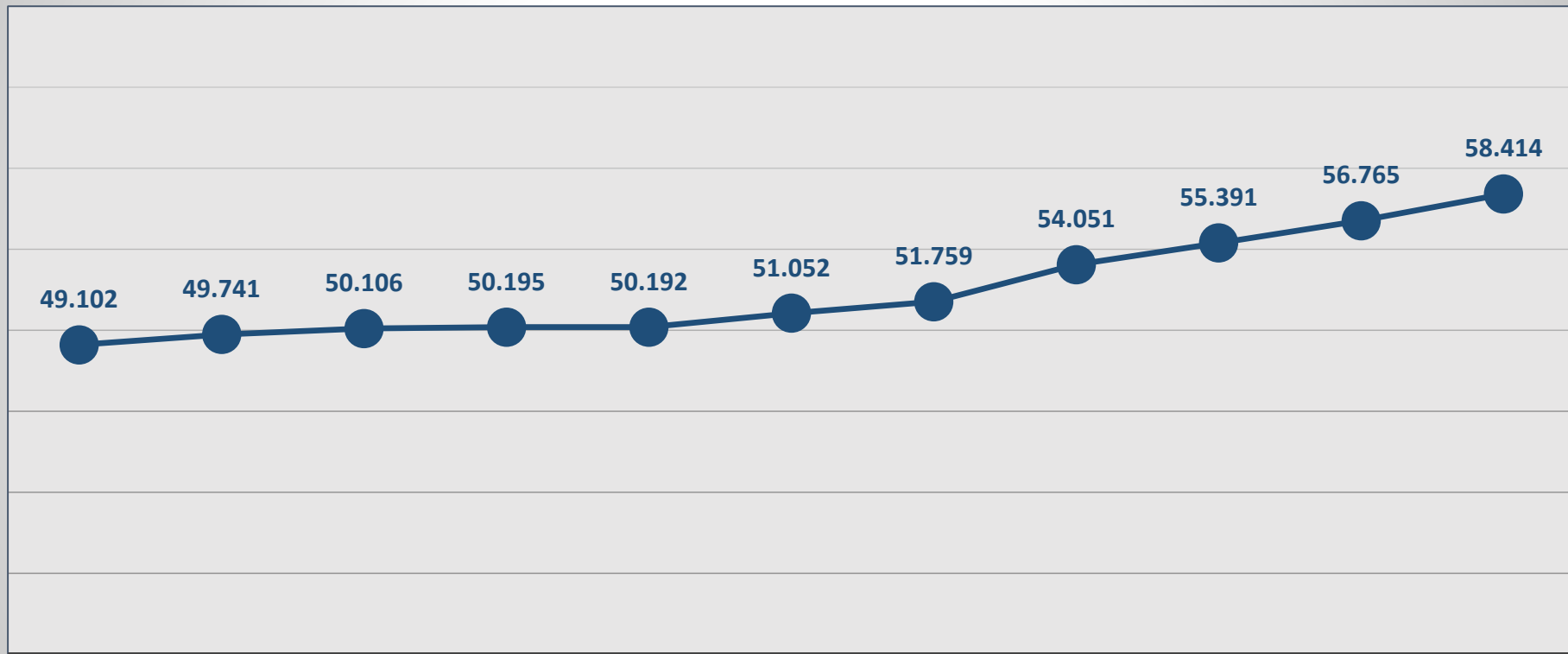
Lyon County, City of Marshall, ISD # 413 Tax Capacity (prior to TIFF)





2010-2020 Historical Tax Extension Rate

Historical Tax Extension Rate City of Marshall



2020 TAX RATE COMPARISON

How does Marshall Rank?

What does this mean in Tax Dollars?
 IF you lived or owned in the following communities this is what you could expect to pay in Taxes



Does not include any School Referendums or Special Assessments

Tax rate data obtained from respective County Auditors/Assessors. Population data obtained online (may vary). Data is distributed by Counties in various formats, rates may slightly vary due to manual calculations.

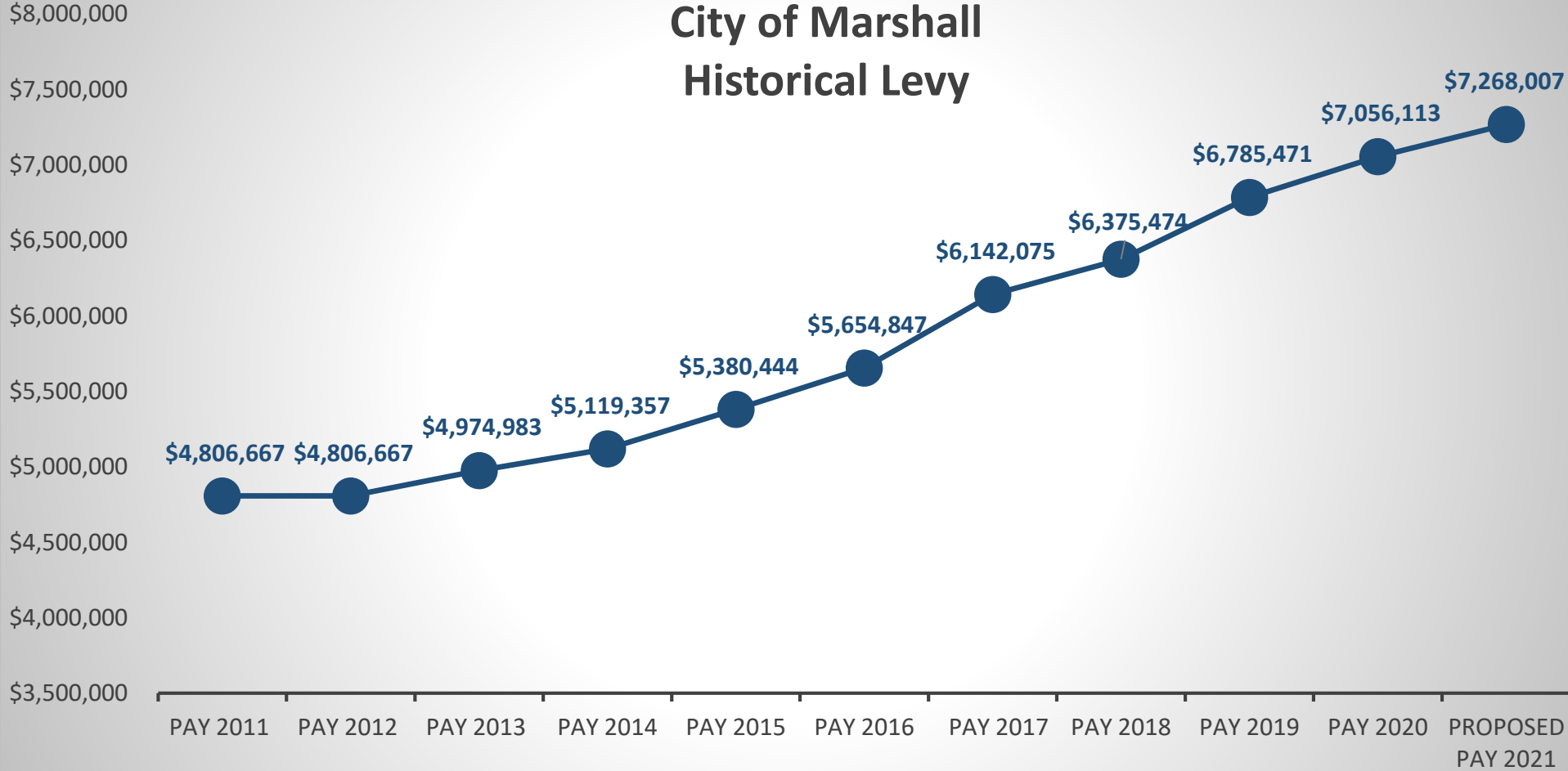
1 being the highest tax rate & 24 being the lowest

City	County	Population	City Tax Rate	County Tax Rate	School Tax Rate	Total Tax Rate	Ranking by City Tax Rate	Ranking by Total Tax Rate	\$200,000 Residential Homestead	\$500,000 Commercial Property (including State General Tax)	City
Tracy	Lyon	2,060	178.3850	35.7740	5.4800	219.7920	1	1	\$3,974	\$23,341	Tracy
Balaton	Lyon	643	170.0170	38.3330	7.1100	215.6130	2	2	\$3,898	\$22,955	Balaton
Pipestone	Pipestone	4,106	96.5410	34.3490	12.9400	143.9740	3	10	\$2,603	\$16,328	Pipestone
Minneota	Lyon	1,362	94.4870	37.1820	24.5540	157.5750	4	6	\$2,849	\$17,586	Minneota
Waseca	Waseca	9,410	92.4680	64.6200	32.3040	193.0530	5	3	\$3,490	\$20,868	Waseca
Redwood Falls	Redwood	5,015	89.6100	35.8570	27.2690	152.8880	6	8	\$2,764	\$17,153	Redwood Falls
Cottonwood	Lyon	1,230	84.2100	38.7560	21.8700	146.1880	7	9	\$2,643	\$16,533	Cottonwood
Brainerd	Crow Wing	13,349	79.3320	32.5070	28.8810	142.5400	8	12	\$2,577	\$16,196	Brainerd
New Ulm	Brown	13,342	78.8210	41.1380	20.9400	142.2710	9	13	\$2,572	\$16,171	New Ulm
Glenwood	Pope	2,564	72.2210	42.5670	16.8840	133.7330	10	14	\$2,418	\$15,381	Glenwood
Hutchinson	McLeod	13,888	66.4730	59.8090	34.2530	164.1470	11	4	\$2,968	\$18,194	Hutchinson
Owatonna	Steele	25,599	62.4810	60.4570	40.0150	162.9530	12	5	\$2,946	\$18,084	Owatonna
Luverne	Rock	4,658	61.5360	22.2950	19.2370	103.2170	13	25	\$1,866	\$12,558	Luverne
Northfield*	Rice	20,007	61.3350	39.5330	30.3550	131.4350	14	15	\$2,376	\$15,168	Northfield
Fairmont	Martin	10,666	61.0410	41.6670	24.8530	127.9610	15	16	\$2,314	\$14,847	Fairmont
Albert Lea	Freeborn	17,677	60.0640	62.5730	27.7490	153.4100	16	7	\$2,774	\$17,201	Albert Lea
Marshall	Lyon	13,664	58.4140	37.5490	30.9180	127.0340	17	17	\$2,297	\$14,761	Marshall
Fergus Falls	Otter Tail	13,419	58.2520	41.1330	22.3560	124.0320	18	19	\$2,242	\$14,484	Fergus Falls
Northfield*	Dakota	20,007	58.1610	21.8100	30.4190	115.0330	19	22	\$2,080	\$13,651	Northfield
Fairbault	Rice	23,352	55.8550	39.5270	12.7470	108.3410	20	24	\$1,959	\$13,032	Fairbault
Worthington	Nobels	13,136	55.6120	34.8290	28.4030	123.0860	21	21	\$2,225	\$14,396	Worthington
St. Peter	Nicolett	11,692	51.6520	55.0580	35.9060	143.0820	22	11	\$2,587	\$16,246	St. Peter
North Mankato	Nicolett	13,619	49.6680	55.0730	21.7410	126.9480	23	18	\$2,295	\$14,753	North Mankato
Alexandria	Douglas	13,568	40.4050	46.4490	21.3790	110.2640	24	23	\$1,994	\$13,210	Alexandria
Willmar	Kandiyohi	19,558	39.8350	60.7360	23.1070	123.6780	25	20	\$2,236	\$14,451	Willmar

Item 13.

* Northfield = City tax rate does not include an additional 3.1760 for the EDA (1.572) and HRA (1.604). (included in Total Tax Rate)

City of Marshall Historical Levy



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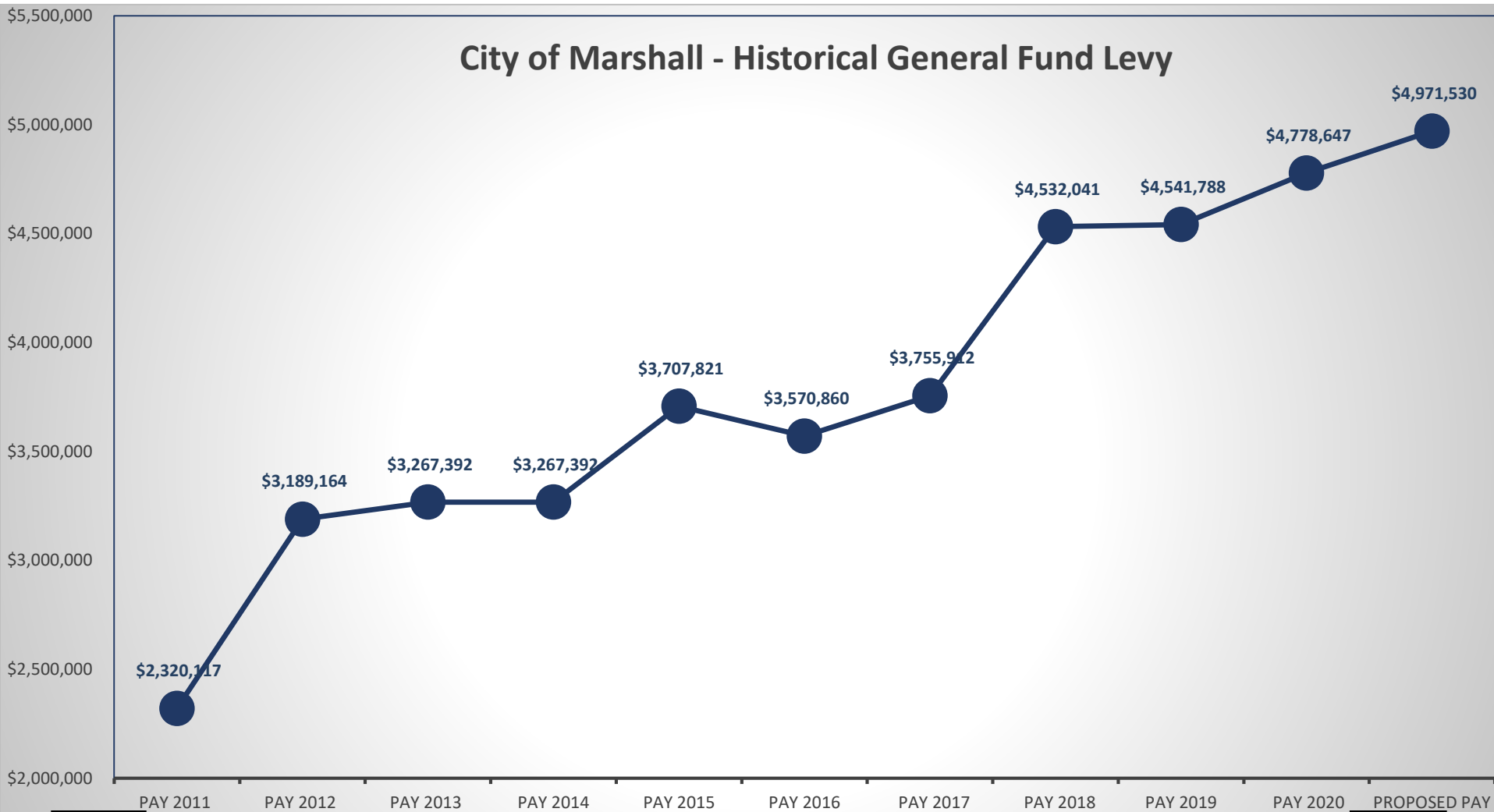
Historical Tax Levy Increase Percentage and Average

Year	Levy Amount	Percentage Increase
2010	\$4,666,667	6.73
2011	\$4,806,667	3.00
2012	\$4,806,667	0.00
2013	\$4,974,983	3.50
2014	\$5,119,357	2.90
2015	\$5,380,444	5.10
2016	\$5,654,847	5.10
2017	\$6,142,075	8.62
2018	\$6,375,474	3.80
2019	\$6,785,471	6.43
2020	\$7,056,113	3.99
Average Levy Increase Since 2010		4.47



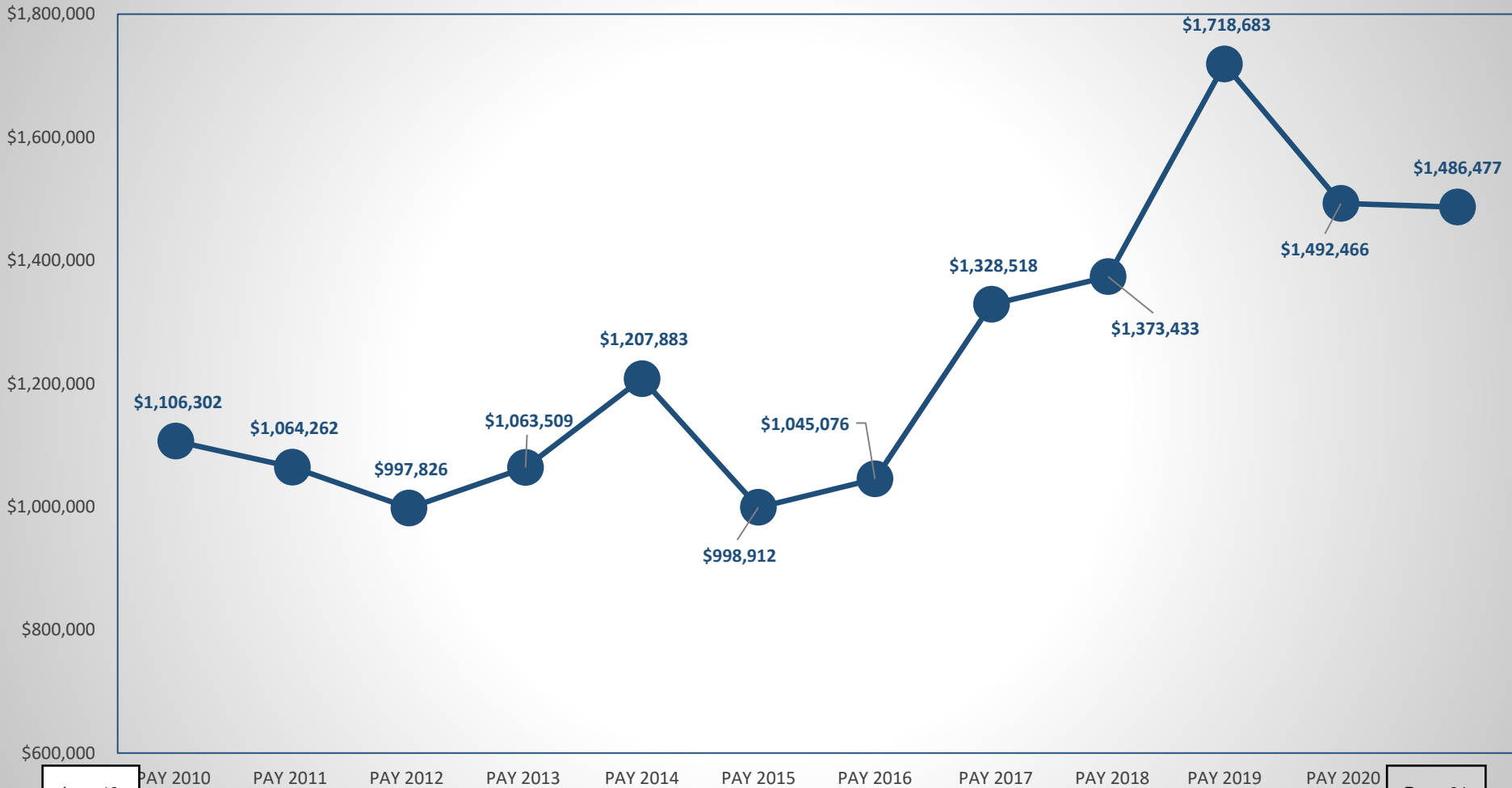
Tax Capacity Increase Percentage and Average

Payable Year	Levy Tax Capacity (After TIFF Deduction)	Percentage Increase
2008	\$8,520,358	
2009	\$9,061,565	6.35%
2010	\$9,506,725	4.91%
2011	\$9,663,390	1.65%
2012	\$9,605,127	-0.60%
2013	\$9,913,382	3.21%
2014	\$10,119,548	2.08%
2015	\$10,556,108	4.31%
2016	\$10,935,532	3.59%
2017	\$11,399,112	4.24%
2018	\$11,537,391	1.21%
2019	\$12,020,279	4.19%
2020	\$12,104,450	0.70%
2021	\$12,241,917	1.14%
Average Tax Capacity Growth Since 2008		2.84%



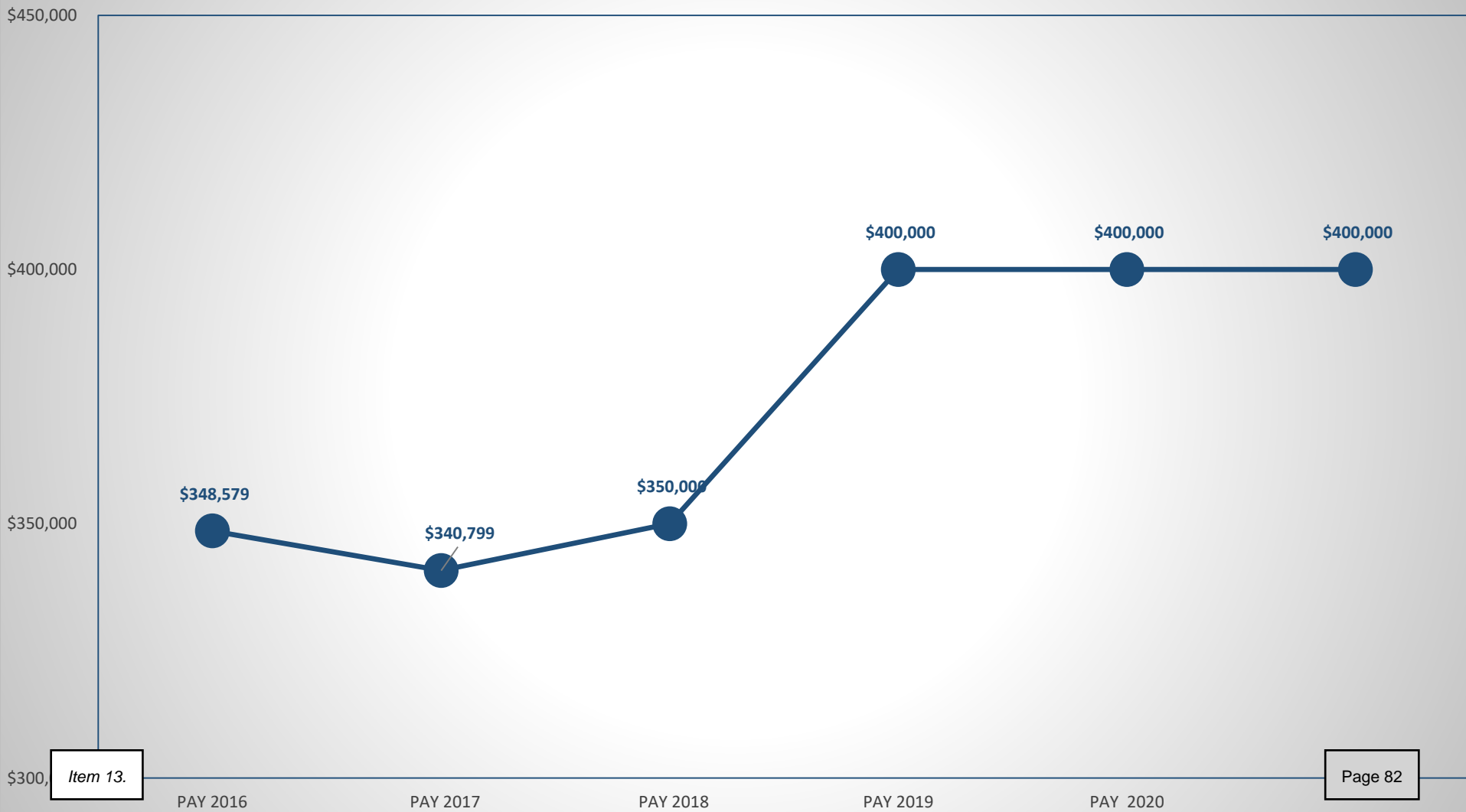


City of Marshall - Debit Service Levy



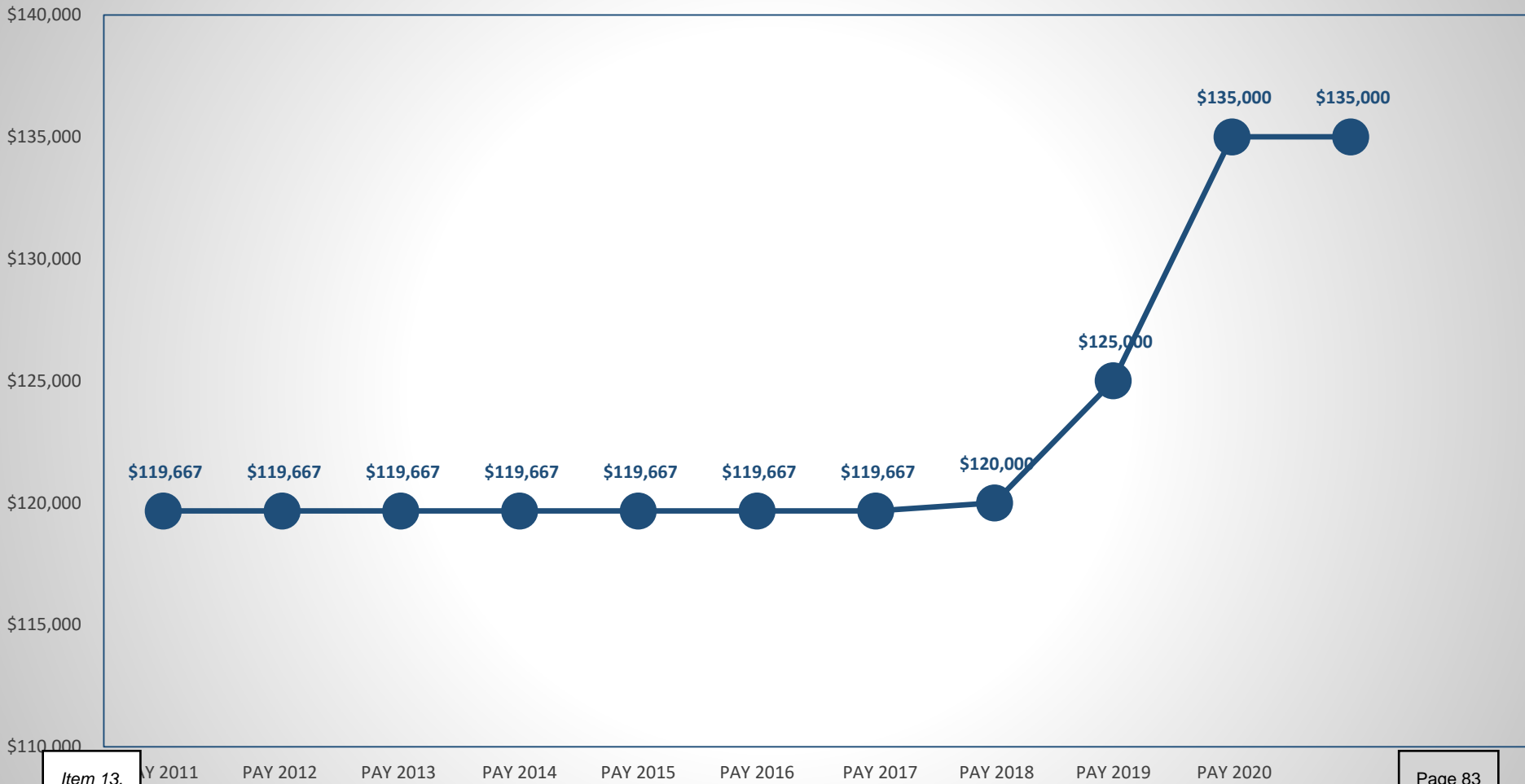


City of Marshall - Capital Improvement Levy



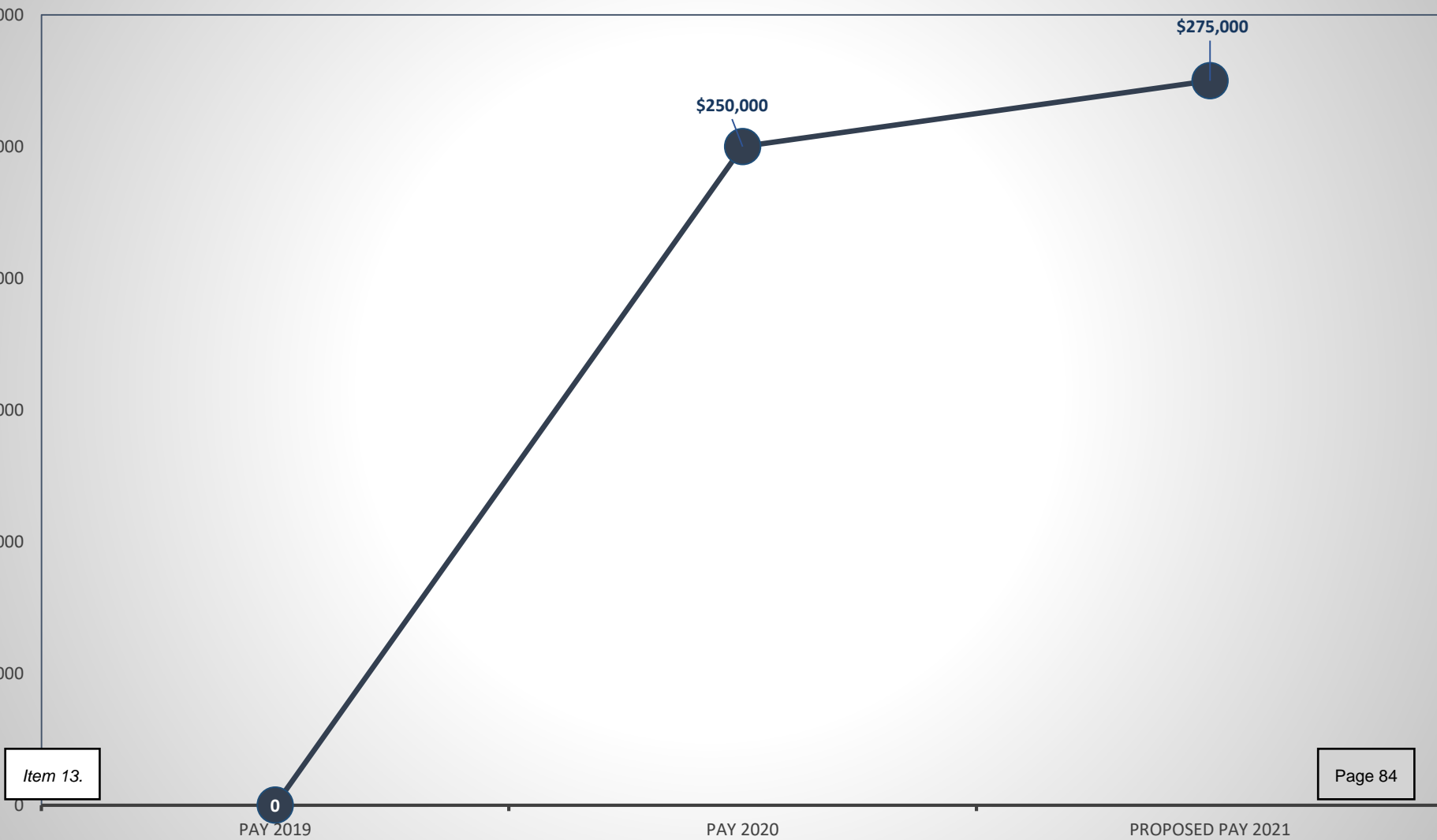


City of Marshall - EDA Levy



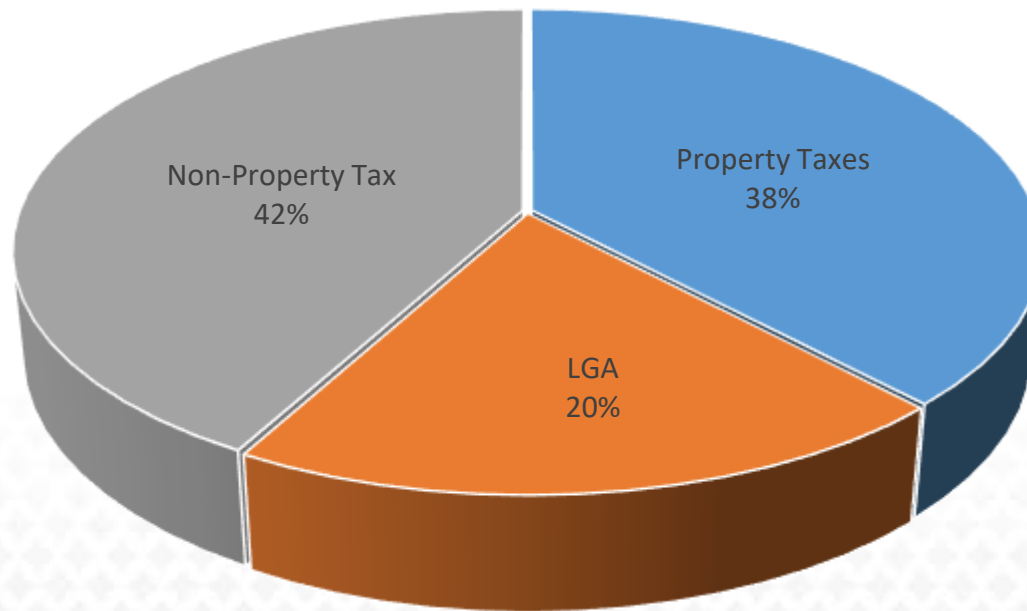


City of Marshall - Street Levy





2021 General Fund Revenues





Budget and Levy Impacts



2021 Tax Levy Impacts

Personal

3.25% COLA

Internal Consistency

Labor Relations Discussion

Health Insurance

7% Budgeted

LGA

Increase, but unallotment concerns

Reserve Spending

Included as part of Levy Reduction

Debt Service

Tax Abatements



Recommended 2021 Preliminary Levy and General Fund Budget

	2020 Levy	2021 Proposed Levy	% of Levy Increase	
General	4,778,647	4,971,530	2.73%	
EDA	135,000	135,000	0.0%	
Capital	400,000	400,000	0.0%	
Street Capital	250,000	275,000	0.35%	
Debt	1,492,466	1,486,477	-0.08%	
Tax Levy	7,056,113	7,268,007	3.00%	
		How does this impact Property Taxes? <i>*City Portion Only</i>		
		Homestead Residential Property		
Levy Increase	3.00%	100,000	150,000	300,000
Capacity Growth Rate	1.98%	\$18	\$33	\$75
Levy Increase & Capacity Growth Rate Difference	1.08%	Commercial Property		
		150,000	250,000	500,000
		\$58	\$109	\$238
				1,000,000
				\$495



Future Taxpayer Considerations

Continued COVID Impacts

EDA

Community Pool

Strategic Plan/Branding Implementation

Structurally Balanced Budget

LGA Uncertainty

Levy Limits

Questions?



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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, December 8, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Approval of the Marshall Resiliency Grant Program
Background Information:	Economic Development Director Lauren Deutz will present the Marshall Resiliency Grant Program that was approved by the Economic Development Authority. The program details are provided in the council packet.
Fiscal Impact:	\$100,000.00
Alternative/ Variations:	None Recommended
Recommendations:	To approve the Marshall Resiliency Grant Program

Marshall Resiliency Grant Program

The City of Marshall and Marshall Economic Development Authority recognize the financial burden on the City's restaurant, fitness/recreation facilities, and entertainment venues. Therefore, the Marshall EDA has established the Marshall Resiliency Grant Program. The grant program will provide funds to City of Marshall restaurants, fitness/recreation facilities, and entertainment venues that have been restricted or closed by Executive Order 20-99 and have suffered economic loss during the COVID-19 Pandemic.

The Program will distribute grants to eligible local businesses to provide cash for short-term financial operational needs such as roll, payment to suppliers, payment to service providers, payment of utilities, or rent, but not limited to these. Eligible businesses must submit a narrative of funding needs during the application process.

All applications are due by Monday, December 28th at 4:30pm. The review process will begin, **Tuesday, December 29th** and awarded through a lottery system.

The Marshall EDA will be dispersing grants up to \$2,000 to qualifying local restaurants, fitness/recreation, and entertainment facilities with a fund total of \$100,000. To be considered an eligible business to receive the Grant, businesses must meet the following requirements:

All Businesses

1. Be a for-profit entity with a physical commercial property, leased or owned, in the City of Marshall;
2. Have been in operation since January 1, 2020;
3. Be in good standing with State of Minnesota and current on property taxes;
4. Must have not permanently ceased operations as of the date the funds are to be dispensed;
5. Listed in EO 20-99;
6. Generate municipal sales tax as part of its operation and sales;
7. Open to the general public;
8. Must not be a home occupation; and
9. Show evidence that they have suffered a decrease in revenue from April 1, 2020 to November 30, 2020 when compared to the same time frame in 2019, to be verified by staff.

Additional Restaurant Requirements

1. Have indoor seating for dining;
2. Must not be part of a chain consisting of more than 4 locations;
3. Must not be part of a franchise system.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Marshall Visitors and Convention Bureau; 1) Marshall Visitors and Convention Bureau Update. 2) Consider approval of the 2021 Service Agreement between the City of Marshall and Marshall Visitors and Convention Bureau.
Background Information:	Visit Marshall Director Cassi Weiss will provide a 2020 update for the CVD, MARSH and Red Baron Arena. Also, for Council consideration is the 2021 City of Marshall Schwan Regional Amateur Sports Center Service Agreement with Marshall Visitors and Convention Bureau.
Fiscal Impact:	\$5,000 a month
Alternative/Variations:	None Recommended
Recommendations:	To approve the 2021 Service Agreement between the City of Marshall and Marshall Visitors and Convention Bureau.

CITY OF MARSHALL

**SCHWAN REGIONAL AMATEUR SPORTS CENTER SERVICE AGREEMENT
WITH MARSHALL VISITORS AND CONVENTION BUREAU**

THIS AGREEMENT, made and entered into this 1st day of January 2021, by and between the Marshall Visitors and Convention Bureau, whose address is 118 West College Drive, Marshall, MN 56258 (hereinafter referenced as CVB), and the City of Marshall, Marshall, MN 56258, (hereinafter referenced as CITY) as follows:

WHEREAS, the parties desire to enter into a service agreement for the purpose of marketing, promoting, sponsor relations and scheduling the City of Marshall owned facilities of the Schwan Regional Amateur Sports Center accordance with the City Code of Ordinances Chapter 70 Taxation Article IV Food and Beverage Tax; and

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to increase users of the Schwan Regional Amateur Sports Center; and

WHEREAS, we must foster relationships which allow contribution of our individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best provide a full service experience for our visitors and users; and

WHEREAS, CVB will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- 1) CVB Scope of Services Subject to the terms and conditions of this agreement, CVB agrees to provide administrative services to market, promote and schedule the City of Marshall Schwan Regional Amateur Sports Center including, but not limited to:
 - a. CVB will assist in the development of an annual budget, updated as needed with input and approval from the Southwest Minnesota Regional Amateur Sports Commission and City Council.
 - b. CVB will assist in the development of a marketing plan, updated as needed with input and approval from the Southwest Minnesota Regional Amateur Sports Commission. The plan will identify the marketing and promotions of these facilities. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
 - c. CVB will assist in the development of all related user fees and sponsorships with the Southwest Minnesota Regional Amateur Sports Commission.
 - d. The CVB shall directly involve the Southwest Minnesota Regional Amateur Sports Commission in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.

- e. CVB will maintain copies of closed or pending project files or some mechanism that enables the Southwest Minnesota Regional Amateur Sports Commission, as requested, the ongoing services provided.
- f. CVB will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of Southwest Minnesota Regional Amateur Sports Commission related files and projects, coordinate meeting agendas, and participate in presentation of information at meetings.
- g. CVB will provide staff to maintain the Southwest Minnesota Regional Amateur Sports Center's website and social media.
- h. CVB will assist in maintaining facility schedules and related contracts for users at the Southwest Minnesota Regional Amateur Sports Center.
- i. CVB will provide an annual presentation (written and/or oral) of outcomes/status updates to the City Council.

2) Event Roles:

ROLES	RESPONSIBLE PARTY	DESCRIPTION
Recruiting/Event sourcing	CVB	Develop and maintain solid relationships with organizations/exhibitors
Online Scheduling/school calendar	CVB	Confirm/deny date and time. Add to calendar.
Concession/Studio 1 Communications	CVB	Identify which dates need coverage for events.
Event Contracts/Documents	CVB	CVB originates the schedule, sends out the contract and secures the signed contracts
Advertising and Marketing	CVB	Create plan to market and communicate the event. Update website and social media outlets. Implement traditional and digital marketing campaigns.
Event Planning Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Detailed description of event needs. Coordinate logistics (food, location, participants, supplies needed, etc.)
Set-up	City Maintenance Crew	Coordinate event needs (set-up chairs/tables/etc.)
Event Manager	CVB	Attends event.
Tear Down	City Maintenance Crew	Clean up.
Post-event Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Review the successes and challenges of the event and determine areas needing improvement.

Billing/Collection		City		Send invoices for event and collect payment.
Manage Sponsorship agreements/add additional revenue dashers/bb/sb complex/outfield signage		CVB		Create and market sponsorship program

*Below are additional services the CVB could offer with an additional monthly fee. This would be determined between CVB and Marshall Community Services (MCS).

3) Governance

- a. The CVB Director or their designee shall coordinate with designated City officials in preparation of agendas and be responsible for presentations at the Southwest Minnesota Regional Amateur Sports Commission meetings.

4) Staff

- a. The staffing and management of the CVB is the responsibility of the CVB Board of Directors, who will assume full responsibility for employment, discharge and day-to-day management of the CVB.
- b. The CVB represents that it is skilled in the matters addressed in the Scope of Services and is performing independent functions and responsibilities within its field of expertise. The CVB and its personnel are independent contractors and not employees of the City. As an independent contractor, the CVB is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the CVB or its personnel.

5) Reports and Information: In addition to Marshall Ordinance Article II Section 70-22, when requested by the City, the CVB shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Such reports and documents shall include: list of special events sponsored by the CVB with the amount of revenue expended on each festival, special event or tourism-related facility; the estimated number of tourists and/or persons traveling over fifty miles to the destination, and the estimated number of lodging stays generated per festival or tourism-related event.

- a. Collaboration with the Director of Marshall Community Services, Executive Committee of the Southwest Minnesota Amateur Sports Commission and CVB Director is essential.
- b. CVB will provide other staff or consultants as determined necessary to provide services as outlined herein within given budget.
- c. CVB will facilitate regular meetings with City staff to discuss business projects, share information on pending projects, develop appropriate responses and provide updates.

d. CVB staff is expected to participate in regional and State organizations and efforts related to activities of the Southwest Minnesota Regional Amateur Sports Commission.

- 6) Payment and Terms Monthly payments for services in the amount of \$5,000 shall be paid by the 1st of the month for that service month, on a monthly basis by the City of Marshall. These payments will cover all costs associated with providing all related costs.

All payments shall be made to Marshall Convention & Visitors Bureau, 118 West College Drive, Marshall, MN 56258.

- 7) Indemnity and Duty to Defend.

Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. CVB agrees to defend, indemnify and hold the City, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of CVB or of its agents or contractors related to the performance of this Agreement. The City agrees to defend, indemnify and hold CVB, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the City or of its agents or contractors related to the performance of this Agreement. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The indemnifying party shall retain all rights and defenses available to the indemnified party. Nothing in this Agreement constitutes a waiver of any limits on liability, immunities, or exemptions from liability available to either party under Minnesota Statutes, chapter 466 or other law.

- 8) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

- 9) Termination Provision The Agreement shall become effective January 1, 2021 and continue until June 30th, 2021. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing thirty (30) days written notice to the other

party. Written notice of termination shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
118 West College Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City of Marshall at no cost.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

City of Marshall, Minnesota

By: Robert J. Byrnes
Its: Mayor

City of Marshall, Minnesota

By: Karla Drown
Its: Finance Director

Marshall Convention and Visitors Bureau

By: Kelly Loft
Its: Board Chair

By: Cassi Weiss
Its: Executive Director

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider request of Shades of the Past Car Club for Roll-In on May 6, 2021.
Background Information:	<p>The City has received the attached request from the Shades of the Past Car Club for street closure on Main Street from College Drive (intersection of T.H. 19 & T.H. 59) northwest to North 6th Street for a Spring Car Roll-In on Thursday, May 6, 2021, from 2:00 pm-10:00 pm.</p> <p>A copy of the detour plan is attached.</p> <p>Upon approval of the City Council, the request will be forwarded to Mn/DOT for their approval of the State permit.</p>
Fiscal Impact:	None.
Alternative/ Variations:	<ul style="list-style-type: none"> - that the Council authorize the Shades of the Past Car Club for Roll-In to be held on Thursday May 6, 2021, subject to Mn/DOT approval of detour and issuance of permit. - That the Council discuss alternative street locations and sites.
Recommendations:	Staff is seeking Council input.



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

Applicant Name: Shades of the Past Car Club
Applicant Address: PO Box 434 , Marshall, MN 56258
Contact Person: Chad Weyh Phone/Cell#: 507-828-4677
Address of Request: Main Street
Reason for Request: spring car roll-in to promote business to downtown for covid relief
Start Date of Request: May 6, 2021 Start Time: am/pm
End Date of Request: End Time: am/pm
Brief Description of Area Requested for Private Use/Closure (attach map): closing all of main street from the wooden nickel to marshall tobacco. We would request this from 2:00pm till 10:00 pm on May 6 , 2021

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

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

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

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

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

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

11/12/20
Date

Chad A. Weyh
Signature of Applicant
Digitally signed by Chad A. Weyh
DN: cn=Chad A. Weyh, o, ou, email=chadw@runnings.com, c=US
Date: 2020.11.12 10:05:33 -06'00'

RECOMMENDATION

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

RECOMMENDATION: _____

Special Provisions: _____

Director of Public Works/City Engineer

=====

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

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

ATTEST:

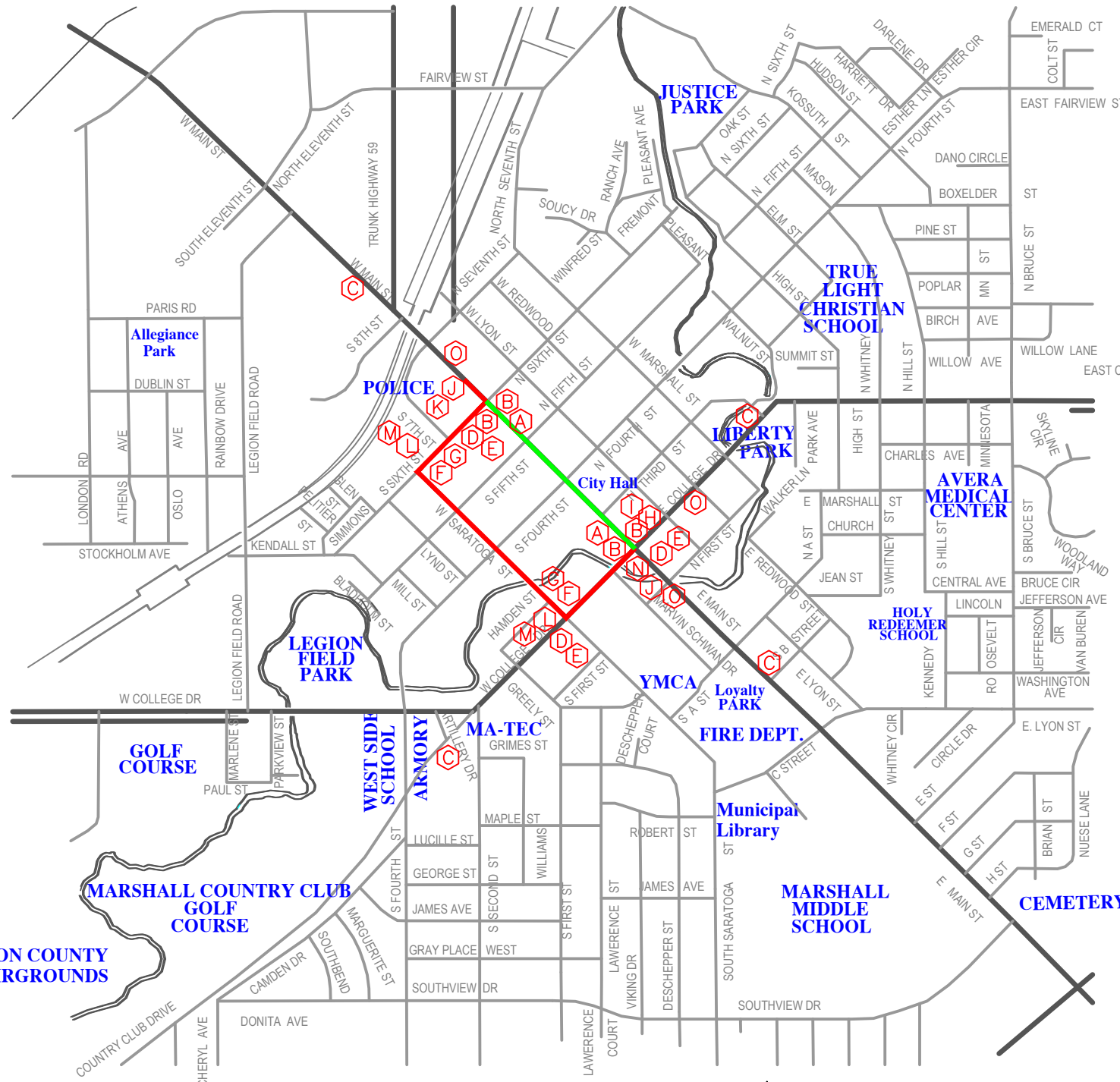
City Clerk

Mayor of the City of Marshall, MN

Attachments

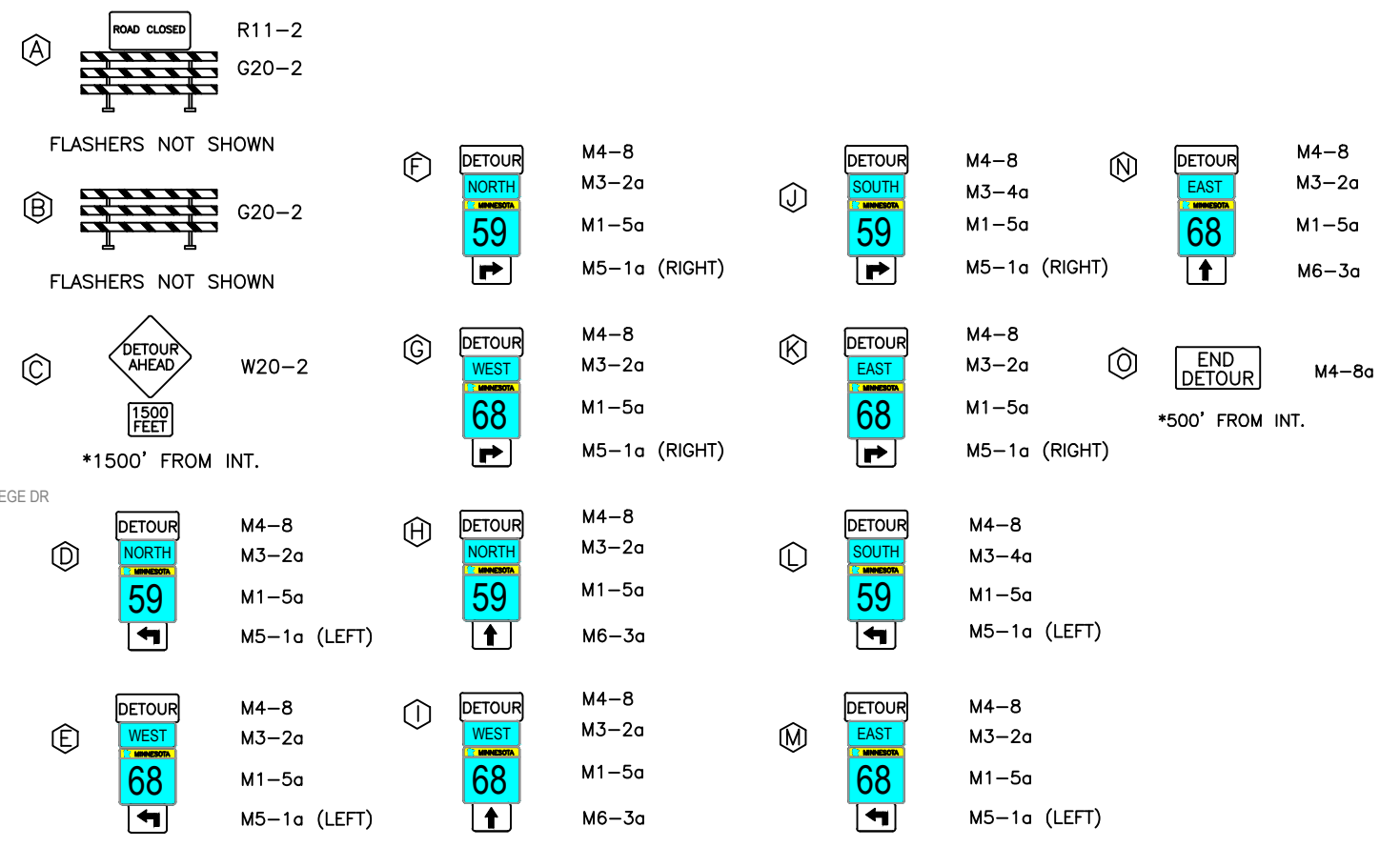
Copies to: Director of Public Safety James Marshall
Minnesota Department of Transportation

DETOUR SIGNING PLAN



CITY OF MARSHALL DETOUR
CLOSED SECTION OF ROAD

CITY OF MARSHALL
LYON COUNTY
MINNESOTA
 NOT TO SCALE



SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
	TYPE III BARRICADE	6	60"x48"	ORANGE ON WHITE	8
	R11-3	2	60"x30"	BLACK ON WHITE	
	W20-2	3	36"x36"	BLACK ON ORANGE	
	M1-5a	10	24"x24"	WHITE AND GOLD ON BLUE	
	M1-5a	10	24"x24"	WHITE AND GOLD ON BLUE	
	W20-100P	3	30"x24"	BLACK ON ORANGE	
	M3-1a	6	24"x24"	WHITE ON BLUE	
	M3-3a	4	24"x24"	WHITE ON BLUE	
	M3-2a	4	24"x24"	WHITE ON BLUE	
	M3-4a	6	24"x24"	WHITE ON BLUE	
	M5-1a RT.	7	21"x15"	WHITE ON BLUE	
	M5-1a LT.	10	21"x15"	WHITE ON BLUE	
	M6-3a	3	21"x15"	WHITE ON BLUE	
	M4-8	20	24"x12"	BLACK ON ORANGE	
	M4-8a	3	24"x18"	BLACK ON ORANGE	

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

ALL NECESSARY TRAFFIC CONTROL DEVICES AND DETOUR DEVICES ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CITY OF MARSHALL. ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROFLECTIVE SHEETING.

Item 16.

CITY ENGINEERS OFFICE
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

Crazy Days
 Detour Plan

DATE	REVISIONS
	DESCRIPTION

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

DATE _____ REGISTRATION NO. 41557

DATE 5/23/2019
 DRAWN BY G.J.S.

S.P. NO.
 SHEET NO.
 Page 102

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, December 8, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Approve Audio Visual Equipment and Installation Work
Background Information:	City Hall Committee assigned a Sub-Committee of Councilmember DeCramer, Staff Kyle Box, Alex Peterson and Sharon Hanson to review and assess the audio-visual (AV) equipment. On Tuesday December 1 st the full City Hall Committee approved the AV proposal and recommended it go forward to the full Council for approval.
Fiscal Impact:	\$252,359.29
Alternative/ Variations:	None
Recommendations:	Approve Proposal/Scope of Work to Tierney in the amount of \$252,359.29.

Thursday, December 03, 2020

City of Marshall

Proposal for Audio-Visual Service

RE: City of Marshall - City Hall

Opportunity Number: 21874 R3

Scope of Integration Services

Summary of Work to be completed by Tierney at **344 W. Main St. Marshall, MN 56258.**

(Please initial if address is correct or provide correct address. _____)

Executive Summary:

System Objective and Overview

Tierney is pleased to present the City of Marshall (the Client) with the following scope of work for upgrading their current AV Capabilities.

General Notes on Video conferencing/Web conferencing:

1. Tierney has designed some of these spaces to include the ability to have video/web conferencing, which will ONLY allow web conferencing from the in-room PC. This is to reduce the cost of USB Host switching for cameras.
2. It is Tierney's recommendation that lighting be considered and measured for any space receiving video conferencing equipment. Any overhead lighting should allow for a dimmable zone at the front of the room in both spaces, and direct lighting of 55 fc on the presenter, measured at 45 degrees up and pointing to camera, is a nominal recommended value for video lighting.

NOTE: Quotes A, B, K, and L have been fully removed from this scope of work. Rooms, 320, 349 and Open Office areas 240 and 333, and any/all office display equipment have been removed from their respective quotes and are no longer receiving AV attention.

Quote: (C – Rm 326 (formerly Rm 222) – Conference Room)

Where You See It

Video Display Solution

An 75" interactive display will be wall mounted to the project-east wall of the room, centered on the U-shaped table cluster.

What You Will See

Video Source Solution

Sources that will be available to show on the display will be the following:

- One (1) Client provided dedicated PC
- One (1) HDMI connection located at a floor box

This design specifies that the touch capabilities ONLY be provided for the Client Dedicated PC or integrated OPS PC.

USB touch can be extended to the laptop connection if the Client requests, but that is currently not part of this scope.

One (1) USB PTZ camera will be provided, wall mounted to one-side of the interactive touch screen. This will be extended back to the dedicated PC for video during web-conferencing.

What You Will Hear

Audio Source Equipment

Audio will be heard through low-profile, in-ceiling speakers. These will be white in color, and have an easy to remove grill.

One (1) low-profile ceiling mounted microphones will be provided for audio conferencing. These will be run back to AV rack within the room. Microphones will be plugged directly into the dedicated PC and will be visible for web-conferencing.

How You Will Use the System

Control Solution

System control will be performed using a table-top Button Panel controller. This will be connected to a CAT6 port in the same floor box as the HDMI connection, and will be able to be unplugged if necessary (although system control would be lost until it is re-plugged) in order to accommodate the movement of the tables in the room. System will have the following functionality:

- Power control (system on/off)
- Source selection (Laptop vs PC)
- Volume control for in-room audio
- Mic mute for ceiling microphones
- Four (4) camera presets

Note: for full PTZ control, users will either need to use the supplied manufacture's remote control, or additional equipment and programming will be required.

Where Is It Being Put?

Furniture/Rack Solution

Button panel will be mounted in 2-gang table-top box, which not be bolted down to anything, and will be able to be disconnect from the floor box in order to move the table. With the controller removed, the room will not function until plugged back in. With the requirement of mobile tables, a tabletop controller will need to be able to be disconnected in order to provide easy movement of the tables. Camera will be mounted to the size of the interactive display (mounting below the monitor would require lifting the monitor up to an untenable height for interactivity).

What You Need to Provide

Client Responsibilities

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Verify a minimum of a Duplex 120V/15A electrical receptacle, on a separate circuit for AV, mounted at each display location. This will include one (1) wall-mounted receptacle inside an in-wall box, and at least one (1) floor-mounted receptacle inside the provided AV floor boxes.
- Verify a minimum of one free duplex 120V/15A electrical receptacle, on a separate circuit for AV, mounted at the Rack location.
- Provide accessible cable pathway, or a conduit of 1", with pull string and no more than 30% current fill from the rack wall, to the accessible ceiling, and then from accessible ceiling, down underneath the raise dais floor to the AV Floor boxes. A 1" conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and each wall-mounted touch screen to an accessible ceiling.
- Provide four (4) new Client network drops at the rack conferencing PC, processor, audio DSP, and one (1) for any additional expansion that might be needed.
- Provide at least two (2) Client network drops at the display for display control and camera.
- Other trades to Install electrical items including in-wall AV box, Floor boxes, hardwired electrical receptacles at AV floor and wall boxes, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney, if not included in this Scope of work.
- All furniture cuts not included in this SOW will be the responsibility of the client and/or other trades, with coordination, placement, and schematics to be provided by Tierney. If Client prefers to use furniture vendor for Tierney specified cuts, this can be arranged.
- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required.
- Working with Tierney Project management, fill out any required networking coordination worksheets for VOIP switch config, or other items.
- Verify if SIP/VOIP configuration is needed, or if RingCentral through Zoom will be utilized.
- Verifying configuration of the network connection prior to Tierney installation date.
- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Verify with Tierney project management requirements for output on PC/laptop.
- Client will need to set up and configure any computing resources. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.
- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Quote: (D – Rm 231)**Where You See It**
Video Display Solution

This room will receive a new non-interactive 55" display, which will be wall mounted on the specified display walls (see construction drawings for reference AVE.001 item 1).

What You Will See**Video Source Solution**

This room will have a Sources that will be available to show on the display will be the following:

- One (1) Client provided dedicated PC
- One (1) HDMI connection located in a cable cubby within each table.

What You Will Hear**Audio Source Equipment**

Audio will be heard the integrated speakers on the Display. NO CONFERENCING WILL BE PROVIDED IN THIS ROOM!

How You Will Use the System**Control Solution**

System control will be performed using the OEM remote control.

Where Is It Being Put?**Furniture/Rack Solution**

Displays will be mounted to verified display walls. OFE PC will be mounted behind the display. HDMI Extender equipment will be provided at the table, which is currently shown in the center of the room.

What You Need to Provide*Client Responsibilities*

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Verify a minimum of a Duplex electrical receptacle, on a separate circuit for AV, mounted at each display location, table core hole, and lectern.
- Verify a minimum of a Quadplex electrical receptacle, on a separate circuit for AV, mounted at the Rack location.
- Client PC should be of the
- Provide accessible cable pathway, or a conduit of 1", with pull string and no more than 30% current fill. A 1" conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and touch screen to an accessible ceiling.
- Provide at least five (5) Client network drops at the rack for Room PC, Mersive Solstice, one (1) for the AV controller, and two (2) for any future added OFE equipment that might need to utilize the network. Exact location to be coordinated with Tierney project management prior to installation.
- Provide at least two (2) Client network drops at the display for one (1) for the Display control/RS232, and one (1) for any future added OFE equipment that might need to utilize the network. Exact location to be coordinated with Tierney project management prior to installation.
- Other trades to Install electrical items including hardwired whip of table box, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney.
- All furniture cuts will the responsibility of the client and/or other trades, with coordination, placement, and schematics to be provided by Tierney.

- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required. Zoom Room PC with appropriate licensing – either Intel NUC, Lenovo or HP. Tierney can help facilitate engagement with Zoom Room purchasing.
- Working with Tierney Project management, fill out any required networking coordination worksheets for VOIP switch config, or other items.
- Verifying configuration of the network connection prior to Tierney installation date.
- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Verify with Tierney project management requirements for output on PC/laptop.
- Client will need to set up and configure any computing resources. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.
- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Quote: (E – RM 212 – Lobby Signage)**Where You See It****Video Display Solution**

Two (2) new 75" UHD displays will be provided, and wall mounted to the specified display wall (see construction drawings for reference – AVE.001 items 2 and 3)

What You Will See**Video Source Solution**

Each display will have a BrightSign player installed on a pull-out sliding shelf behind the display. An additional overflow feed from the council chamber will be provided in order to allow members to view council events even if there is no space in either the council chamber, or overflow area.

What You Will Hear**Audio Source Equipment**

Audio has been removed from this scope of work. This means that no audio will be provided as part of this SOW. No background music or other audio will be provided in this SOW as per the last Client meeting.

How You Will Use the System**Control Solution**

Display will be set to a schedule that will turn on and off at times specified by the Client. Display can be set to power on and set volume to specific levels as well, if audio noise would be an issue. Additional control functionality will be provided via a touch screen mounted to a table top gang-box at the reception desk. This will include functions for the following:

- Discrete display power control
- Discrete display source selection (e.g. Signage vs Council Chamber overflow).
- Audio control (volume, mute)
- Lobby sound masking on/off control (for council overflow or music).

BrightSign will be controlled via the BrightSign network, which is a web-based UI available for log in from any computer or device. This will allow loading of videos, video scheduling, setting audio playback, etc. if video selection is wanted from a local interface, Tierney recommends a iPad with the BrightSign app. This would be an additional template set up, which the Client would be able to do themselves, or for an additional allotment of Tierney digital signage services time.

In order to provide the best available options, Tierney would like to set up a meeting with our digital signage specialist, Kyleen.

Where Is It Being Put?
Furniture/Rack Solution

Displays will be mounted to verified display walls, at an elevated height for better viewing. BrightSign players will be mounted behind each display. Additional components for council overflow will be mounted behind the display. Touch control will be mounted on the table surface of the reception desk. Speakers will be ceiling mounted, and configured as per an EASE model which will be provided to the client after signoff.

What You Need to Provide
Client Responsibilities

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Client will need verify availability on a duplex 120V/15A electrical receptacle, on a separate circuit for AV, mounted at each display location, table core hole, and lectern. If no electrical existing, working with Tierney engineer (enr.) and Tierney project manager (PM) to determine placement and type.
- Provide accessible cable pathway, or a conduit of 1", with pull string and no more than 30% current fill. A 1" conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and touch screen to an accessible ceiling.
- Verify at least two (2) Client network drops at each display wall will be available for the TV and the BrightSign player.
- Other trades to Install electrical items including hardwired whip of table box, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney.
- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required.
- Verifying configuration of the network connection prior to Tierney installation date.
- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Client will need to set up and configure any computing resources, such as PC or iPad/Tablets. Tierney will configure the appropriate applications and software, but purchase and installation of apps and software will need to be by the Client directly. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.

- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Quote: (F – 217 – Conference Room + Overflow)**Where You See It****Video Display Solution**

A new 86" UHD display will be provided mounted to the plan-west wall in room 217. This will provide video for both room 217 when separate, and for the Council Chamber overflow when combined.

What You Will See**Video Source Solution**

This room will have a Sources that will be available to show on the display will be the following:

- One (1) Client provided dedicated PC
- One (1) HDMI connection located in a cable cubby within each table.

One (1) wall-mounted PTZ camera will be provided in order to pick up audience during web conferencing calls. This will be placed and verified in the field w/ the Client for preferred Client view.

What You Will Hear**Audio Source Equipment**

Audio will be through in-ceiling speakers that will provide audio for both conferencing, and program audio.

An in-ceiling beamforming microphone system will be provided for conferencing when the room is used in a stand-alone system.

How You Will Use the System**Control Solution**

System control will be performed using a wall-mounted touch screen controller. Wall mounting the controller will be best practice in order to accommodate the movement of the tables in the room, without requiring an unplugging of the control interface. System will have the following functionality:

- Power control (system on/off)
- Source selection and routing (Including Council Chamber overflow for video and audio)
- Selection for web conferencing (this will bring up the Room PC with PTZ camera controls)
- Volume control for in-room audio
- Mic mute for ceiling microphones

Where Is It Being Put?**Furniture/Rack Solution**

Displays will be mounted to verified display walls. OFE PC, wireless presentation, and video switching equipment will be mounted behind the display on pull-out shelving components. Video transmitter will be mounted in the floor in 217, so that the mobile tables can change positions. A single receiver, with CAT6 cabling originating in the 218 Council Chamber's rack room, will be mounted behind the display and plugged into a side-input for the display. This will act as Council Chamber's Overflow. Microphones will be lay-in-tile style beamforming ceiling mics. DSP equipment will reside in the shared 218 rack.

What You Need to Provide*Client Responsibilities*

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Verify a minimum of a Duplex electrical receptacle, on a separate circuit for AV, mounted at each display location, table core hole, and lectern.
- Verify a minimum of a Quadplex electrical receptacle, on a separate circuit for AV, mounted at the Rack location.
- Client PC should be of the
- Provide accessible cable pathway, or a conduit of 1", with pull string and no more than 30% current fill. A 1" conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and touch screen to an accessible ceiling.
- Provide at least five (5) Client network drops at the rack for Room PC, Mersive Solstice, one (1) for the AV controller, and two (2) for any future added OFE equipment that might need to utilize the network. Exact location to be coordinated with Tierney project management prior to installation.
- Provide at least three (3) Client network drops at the display for one (1) for the Display control/RS232, and one (1) for OFE PC, one for wireless presentation. It would also be beneficial to provide in-place spare for any future OFE equipment that might need to utilize the network. Exact location to be coordinated with Tierney project management prior to installation.
- Other trades to Install electrical items including hardwired whip of table box, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney.
- All furniture cuts will the responsibility of the client and/or other trades, with coordination, placement, and schematics to be provided by Tierney.
- ¾" Plywood backerboard will be required at the display wall @ height provided on AV elevations.
- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required. Zoom Room PC with appropriate licensing – either Intel NUC, Lenovo or HP. Tierney can help facilitate engagement with Zoom Room purchasing.
- Working with Tierney Project management, fill out any required networking coordination worksheets for VOIP switch config, or other items.
- Verifying configuration of the network connection prior to Tierney installation date.
- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Verify with Tierney project management requirements for output on PC/laptop.
- Client will need to set up and configure any computing resources. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.
- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Quote: (G – 218 – Council Chamber)**Where You See It****Video Display Solution**

One (1) new 7000 lumen projector will be installed, approximately 13' from a new 123" fixed-frame, wall-mounted, projection screen. Projector will be ceiling mounted, and will drop from the ceiling on a 1.5" white NTP column pipe.

One (1) 86" ceiling mounted 86" display will be mounted from the ceiling, and will be showing the program feed from a new NewTek TriCaster system. This display will be used to inform the council of what video is currently on screen (used as a monitor for video so they will know when they are on camera).

Discrete Monitors for Council members has been removed from Tierney SOW.

What You Will See**Video Source Solution**

The Sources that will be available to show on the projector screen and council member displays will be the following:

- One (1) Client provided dedicated PC
- Three (3) HDMI connections:
 - o One located in a cable cubby at the Department Head table
 - o One input at the Presenter's lectern location
 - o One in a cable cubby at the Dias location.
- One (1) In-ceiling Document camera, located above the presenter lectern for document viewing.

Three (3) PTZ NDI cameras, and a NewTek TriCaster Mini-HD4 w/ touch screen monitor and wireless mouse and keyboard will be installed in the room. The TriCaster mini-HD4 will switch NDI cameras, and provide the program feed back to the video switch where it will be sent to the appropriate display.

What You Will Hear**Audio Source Equipment**

Audio will be through in-ceiling speakers that will provide audio for both conferencing, and program audio.

At each council member position, one of nine (9) mounted, gooseneck microphones and an individual, single-gang monitor speaker with volume control will be installed in a 3-gang box the left- or right-hand side of each council seat. The goosenecks, with a 15" reach, and a cardioid microphone capsule will allow for excellent pickup of each council member. The RDL volume controllable loudspeaker will allow the council members to have a direct method of listening to the program audio aside from the in-room speakers.

An assistive listening system will be provided to ensure ADA compliance for the meeting space.

How You Will Use the System**Control Solution**

System control will be performed using two (2) touch screen control units. Each unit will be a table-top model with independent control of the system. System will have the following functionality:

- Power control (system on/off – user will have the ability to select the “type” of meeting on the touch panel – council meeting, general meeting, etc.). When Council Meeting vs. General Meeting (examples) is selected the system will automatically default to preset settings)
- Source selection and routing (Including Council Chamber overflow for video and audio)
- Selection for web conferencing (this will bring up the Room PC with a note of “Please use production control system for camera control” message)
- Volume control for in-room audio
- Mic mute for all mics

Where Is It Being Put **Furniture/Rack Solution**

Displays will be mounted to verified display walls. OFE PC, wireless presentation, and video switching equipment will be mounted behind the display on pull-out shelving components. Video transmitter will be mounted in the floor in 217, so that the mobile tables can change positions. A single receiver, with CAT6 cabling originating in the 218 Council Chamber’s rack room, will be mounted behind the display and plugged into a side-input for the display. This will act as Council Chamber’s Overflow. Microphones will be lay-in-tile style beamforming ceiling mics. DSP equipment will reside in the shared 218 rack. Document camera will be mounted within the ceiling tile above the presenter lectern. Lectern will be provided by Tierney and will be a Spectrum sit-to-stand in the color of Maple (color change can be accommodated depending upon Client request).

What You Need to Provide

Client Responsibilities

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Verify a minimum of a Duplex electrical receptacle, on a separate circuit for AV, mounted at each display location, table core hole, and lectern.
- Verify a minimum of a Quadplex electrical receptacle, on a separate circuit for AV, mounted at the Rack location.
- Client PC should be of the
- Provide accessible cable pathway, or a conduit of 1”, with pull string and no more than 30% current fill. A 1” conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and touch screen to an accessible ceiling.
- Provide at least five (5) Client network drops at the rack for Room PC, Mersive Solstice, one (1) for the AV controller, and two (2) for any future added OFE equipment that might need to utilize the network. Exact location to be coordinated with Tierney project management prior to installation.
- Provide at least two (2) Client network drops at the Lectern, for Client data to laptop, and future, additional equipment.
- Provide thirteen (13) Client data at the Dais – nine (9) for the PCs for the Council members, two (2) cable cubby location and two (2) future use.
- Provide at least two (2) network connections at the Department Head tablet for the cable cubby.
- Provide at least three (3) Client network drops at projector and ceiling mounted display for one (1) for the Display control/RS232, and one (1) for OFE PC, one for wireless presentation. It would also be beneficial to provide in-place spare for any future OFE equipment that might need to

utilize the network. Exact location to be coordinated with Tierney project management prior to installation.

- Other trades to Install electrical items including hardwired whip of table box, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney.
- All furniture cuts will the responsibility of the client and/or other trades, with coordination, placement, and schematics to be provided by Tierney.
- ¾" Plywood backerboard will be required at the display wall @ height provided on AV elevations.
- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required. Zoom Room PC with appropriate licensing – either Intel NUC, Lenovo or HP. Tierney can help facilitate engagement with Zoom Room purchasing.
- Working with Tierney Project management, fill out any required networking coordination worksheets for VOIP switch config, or other items.
- Verifying configuration of the network connection prior to Tierney installation date.
- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Verify with Tierney project management requirements for output on PC/laptop.
- Client will need to set up and configure any computing resources. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.
- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Quote: (H – Rm 350 – Conference Room)

Where You See It

Video Display Solution

A new 65" non-interactive display will be wall mounted to the project-east wall of the room, centered on the U-shaped table cluster.

What You Will See

Video Source Solution

Sources that will be available to show on the display will be the following:

- One (1) Client provided dedicated PC
- One (1) HDMI connection located at a floor box

This design specifies that the touch capabilities ONLY be provided for the Client Dedicated PC or integrated OPS PC.

USB touch can be extended to the laptop connection if the Client requests, but that is currently not part of this scope.

One (1) USB PTZ camera will be provided, wall mounted to one-side of the interactive touch screen. This will be extended back to the dedicated PC for video during web-conferencing.

What You Will Hear

Audio Source Equipment

Audio will be heard through low-profile, in-ceiling speakers. These will be white in color, and have an easy to remove grill.

One (1) low-profile ceiling mounted microphones will be provided for audio conferencing. These will be run back to AV rack within the room. Microphones will be plugged directly into the dedicated PC and will be visible for web-conferencing.

How You Will Use the System

Control Solution

System control will be performed using a table-top Button Panel controller. This will be connected to a CAT6 port in the same floor box as the HDMI connection, and will be able to be unplugged if necessary (although system control would be lost until it is re-plugged) in order to accommodate the movement of the tables in the room. System will have the following functionality:

- Power control (system on/off)
- Source selection (Laptop vs PC)
- Volume control for in-room audio
- Mic mute for ceiling microphones
- Four (4) camera presets

Note: for full PTZ control, users will either need to use the supplied manufacture's remote control, or additional equipment and programming will be required.

Where Is It Being Put?

Furniture/Rack Solution

Button panel will be mounted in 2-gang in-wall electrical box, and will allow the room to be able to be controlled while allowing the tables to remain mobile.

One (1) new 12RU mobile/rolling rack will be provided in the corner of the room for housing audio processing equipment and Room PC.

Camera will be mounted to the size of the interactive display (mounting below the monitor would require lifting the monitor up to an untenable height for interactivity).

What You Need to Provide

Client Responsibilities

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Verify a minimum of a Duplex 120V/15A electrical receptacle, on a separate circuit for AV, mounted at each display location. This will include one (1) wall-mounted receptacle inside an in-wall box, and at least one (1) floor-mounted receptacle inside the provided AV floor boxes.
- Verify a minimum of one free duplex 120V/15A electrical receptacle, on a separate circuit for AV, mounted at the Rack location.

- Provide accessible cable pathway, or a conduit of 1", with pull string and no more than 30% current fill from the rack wall, to the accessible ceiling, and then from accessible ceiling, down underneath the raise dais floor to the AV Floor boxes. A 1" conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and each wall-mounted touch screen to an accessible ceiling.
- Provide four (4) new Client network drops at the rack conferencing PC, processor, audio DSP, and one (1) for any additional expansion that might be needed.
- Provide at least two (2) Client network drops at the display for display control and camera.
- Other trades to Install electrical items including in-wall AV box, Floor boxes, hardwired electrical receptacles at AV floor and wall boxes, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney, if not included in this Scope of work.
- All furniture cuts not included in this SOW will the responsibility of the client and/or other trades, with coordination, placement, and schematics to be provided by Tierney. If Client prefers to use furniture vendor for Tierney specified cuts, this can be arranged.
- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required.
- Working with Tierney Project management, fill out any required networking coordination worksheets for VOIP switch config, or other items.
- Verify is SIP/VOIP configuration is needed, or if RingCentral through Zoom will be utilized.
- Verifying configuration of the network connection prior to Tierney installation date.
- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Verify with Tierney project management requirements for output on PC/laptop.
- Client will need to set up and configure any computing resources. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.
- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Quote: (I – Rm 348)**Where You See It**
Video Display Solution

This room will receive a new non-interactive 65" display, which will be wall mounted on the specified display walls (see construction drawings for reference).

What You Will See
Video Source Solution

This room will have a Sources that will be available to show on the display will be the following:

- One (1) Client provided dedicated PC
- One (1) HDMI connection located in a cable cubby within each table.

What You Will Hear**Audio Source Equipment**

Audio will be heard the integrated speakers on the Display. NO CONFERENCING WILL BE PROVIDED IN THIS ROOM!

How You Will Use the System**Control Solution**

System control will be performed using the OEM remote control.

Where Is It Being Put?**Furniture/Rack Solution**

Displays will be mounted to verified display walls. OFE PC will be mounted behind the display. 12RU

What You Need to Provide*Client Responsibilities*

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Verify a minimum of a Duplex electrical receptacle, on a separate circuit for AV, mounted at each display location, table core hole, and lectern.
- Verify a minimum of a Quadplex electrical receptacle, on a separate circuit for AV, mounted at the Rack location.
- Client PC should be of the
- Provide accessible cable pathway, or a conduit of 1", with pull string and no more than 30% current fill. A 1" conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and touch screen to an accessible ceiling.
- Provide at least five (5) Client network drops at the rack for Room PC, Mersive Solstice, one (1) for the AV controller, and two (2) for any future added OFE equipment that might need to utilize the network. Exact location to be coordinated with Tierney project management prior to installation.
- Provide at least two (2) Client network drops at the display for one (1) for the Display control/RS232, and one (1) for any future added OFE equipment that might need to utilize the network. Exact location to be coordinated with Tierney project management prior to installation.
- Other trades to Install electrical items including hardwired whip of table box, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney.
- All furniture cuts will the responsibility of the client and/or other trades, with coordination, placement, and schematics to be provided by Tierney.
- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required. Zoom Room PC with appropriate licensing – either Intel NUC, Lenovo or HP. Tierney can help facilitate engagement with Zoom Room purchasing.
- Working with Tierney Project management, fill out any required networking coordination worksheets for VOIP switch config, or other items.
- Verifying configuration of the network connection prior to Tierney installation date.

- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Verify with Tierney project management requirements for output on PC/laptop.
- Client will need to set up and configure any computing resources. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.
- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Quote: (J – Open Office 312)**Where You See It****Video Display Solution**

A new 65" non-interactive display will be wall mounted. This will be wall mounted so visible when a user is located at the office desk.

What You Will See**Video Source Solution**

A BrightSign player will be installed on a pull-out sliding shelf behind the display. This will be the only source available, unless Client has additional source selections (e.g. Cable TV).

What You Will Hear**Audio Source Equipment**

Audio will be heard through integrated speakers on the display.

How You Will Use the System**Control Solution**

Display will be set to a schedule that will turn on and off at times specified by the Client. Additional control will be performed through the OEM remote control that is provided with the display. Display can be set to power on and set volume to specific levels as well, if audio noise would be an issue.

BrightSign will be controlled via the BrightSign network, which is a web-based UI available for log in from any computer or device. This will allow loading of videos, video scheduling, setting audio playback, etc.

In order to provide the best available options, Tierney would like to set up a meeting with our digital signage specialist, Kyleen.

Note: Additional control functionality can be provided (e.g. touch screen for power on/off/source selection/cable TV) but cost associated with changes would need to be discussed with Tierney Project management.

What You Need to Provide***Client Responsibilities***

The following responsibilities and items requested below are a requirement as per the project scope to be completed by the Client. If any of the below items cannot be completed prior to the dates coordinated with Tierney project management staff additional charges or project delays may occur.

- Client will need verify availability on a duplex 120V/15A electrical receptacle, on a separate circuit for AV, mounted at each display location, table core hole, and lectern. If no electrical existing, working with Tierney engineer (enr.) and Tierney project manager (PM) to determine placement and type.
- Provide accessible cable pathway, or a conduit of 1", with pull string and no more than 30% current fill. A 1" conduit should suffice from the rack wall to the accessible ceiling, each display to an accessible ceiling, from each table floor core to the accessible ceiling, and from each wall plate and touch screen to an accessible ceiling.
- Verify at least two (2) Client network drops at the display wall will be available for the TV and the BrightSign player.
- Other trades to Install electrical items including hardwired whip of table box, cubby systems, conduit, lighting, and any physical non-low voltage cabling, if needed.
- Verify table or wall cut locations, if required, with Tierney project management, other trades to perform cuts based on information provided by Tierney.
- Working with Tierney project management, determine network requirements and certification for the devices that will reside on Client network, as well as network constraints, or VLAN information that will be required.
- Verifying configuration of the network connection prior to Tierney installation date.
- Verify Firmware on reuse equipment is most up-to-date in order to function with control equipment.
- Client will need to set up and configure any computing resources, such as PC or iPad/Tablets. Tierney will configure the appropriate applications and software, but purchase and installation of apps and software will need to be by the Client directly. This includes: installing any Client software, UC or web conferencing software, hardware configurations internal to the computer, firmware and operating system updates, etc. Tierney will take computing resources and install them within the AV system, and will verify functionality of AV components.
- Provide a clear, clean, and accessible room for the installation.
- Coordination of parking and building access.
- Verify all existing equipment that will be reused is functional prior to install technicians on site, this includes Cable TV boxes.

Customer Expectations:

If multiple rooms were quoted, installation pricing for this proposal assumes that all quotes will be signed off on and installed at the same time. If one or more of the quotes in this proposal are not approved, existing quotes will need to be revised to reflect those changes and additional charges may apply.

Equipment locations such as closets, or cabinetry may require additional venting, or in some cases dedicated cooling units to keep equipment operating at standard temperatures.

We appreciate the opportunity to present this proposal. If you have any questions, please do not hesitate to contact us at your convenience at 612-331-5500. Our fax number is 612-331-3424.

Proposal Prepared By:

Sales Representative - Mike Chapley

Systems Engineer - Nick Pooler

(Please initial to acknowledge and authorize the Scope of Integration Services presented here. _____)



1771 Energy Park Dr. #100, St. Paul, MN 55108
 800.933.7337 | info@tierney.com | www.tierney.com

City of Marshall
 City of Marshall - City Hall
 21874 R3

Proposal Summary

Please Check the Quotes Intended for Purchase Order

<u>C - Rm 326 - Conference R3</u>		
State Contract Total:	\$	20,404.16
Non Contract Total:	\$	5,102.59
Proposal Total:	\$	25,506.75 <input type="checkbox"/>
<u>D - Rm 231- Conference R3</u>		
State Contract Total:	\$	8,157.62
Non Contract Total:	\$	-
Proposal Total:	\$	8,157.62 <input type="checkbox"/>
<u>E - Rm 212 - Lobby R3</u>		
State Contract Total:	\$	17,742.03
Non Contract Total:	\$	15.37
Proposal Total:	\$	17,757.40 <input type="checkbox"/>
<u>F - Rm 217 - Conference R3</u>		
State Contract Total:	\$	31,355.01
Non Contract Total:	\$	36.92
Proposal Total:	\$	31,391.93 <input type="checkbox"/>
<u>G - Rm 218 - Council Chambers R3</u>		
State Contract Total:	\$	127,731.30
Non Contract Total:	\$	850.49
Proposal Total:	\$	128,581.79 <input type="checkbox"/>
<u>H - Rm 350 - Conference R3</u>		
State Contract Total:	\$	26,334.41
Non Contract Total:	\$	153.68
Proposal Total:	\$	26,488.09 <input type="checkbox"/>
<u>I - Rm 348 - Conference R3</u>		
State Contract Total:	\$	8,380.56
Non Contract Total:	\$	29.69
Proposal Total:	\$	8,410.25 <input type="checkbox"/>
<u>J - Open Office 312 R3</u>		
State Contract Total:	\$	6,043.04
Non Contract Total:	\$	22.42
Proposal Total:	\$	6,065.46 <input type="checkbox"/>
Project Total:	\$	252,359.29

Tierney Intellectual Property Notice

All information in this proposal; including but not limited to Equipment Lists, Drawings, Scopes of Work; is considered confidential, and the intellectual property of Tierney Inc.

Tierney authorizes the Client notated on this quote to use the information provided for internal use only. This information is not authorized to be shared outside of the Client's organization without written consent from Tierney. The information is considered confidential, and only to be used within the Client's organization.

If the Client would like to share this information outside of their organization, or for the purposes of soliciting additional bids on the work, Tierney reserves the right to refuse that request, and/or charge for the time and materials it has taken to complete the work before authorizing the release of the information.

Meeting Date:	Tuesday, December 8, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Approve City Hall Door Security Proposal
Background Information:	<p>City Hall Committee assigned a Sub-Committee of Councilmember DeCramer, Staff Kyle Box, Alex Peterson and Sharon Hanson to review and assess the door security proposals. City Hall Committee reviewed the proposals at prior City Hall Committee meeting. Living Connected provided a quote and an alternate quote was reviewed as well from Pro-Tech Design:</p> <p>Living Connected: \$36,808.83</p> <p>Pro-Tech Design: \$23,295.89 (plus implementation costs of up to \$43,908).</p>
Fiscal Impact:	\$36,808.83
Alternative/ Variations:	None
Recommendations:	Approve Proposal/Scope of Work to Living Connected for City Hall door security system in the amount of \$36,808.83

Proposal

Sold To: City of Marshall
 Sharon Hanson
 344 W Main St.
 Marshall, MN 56258
 United States

Phone: (507) 537-6761
Fax:
Email: Sharon.Hanson@ci.marshall.mn.us

Ship To: City of Marshall
 Sharon Hanson
 344 W Main St.
 Marshall, MN 56258
 United States

Phone: (507) 537-6761
Fax:
Email: Sharon.Hanson@ci.marshall.mn.us

City of Marshall - Camera, Access, Intrusion PTDQ27218

The following proposal outlines the necessary items to:

Furnish, program and install a (21) Reader Cloud-Hosted Feenics Keep Access Control System with Lockdown. (5) Panic/Lockdown buttons also used to notify PD utilizing Bosch Intrusion Panel communicating via IP with a cellular backup.

Furnish, program and install (22) Interior and (1) Exterior Axis Cameras and Axis Video Management Solution with 30 days of video retention.

Proposal includes (2) training sessions for basic users and advanced users of the system.

Proposal follows state contract S-813(5) guidelines.

This proposal is to provide the City of Marshall with a turnkey solutions and provide you with the security that you need in the City Hall building. With a mix of a cloud solution for access control and an on-premises video capturing system you will have a secure solution that will fit within your requirements.

Date	Quote Valid For
10/12/20	30 days

Quote #	Rep	Terms
PTDQ27218-02	Steve Jacobson	Net 30 days

Line	Qty	Description	Unit Price	Ext. Price
1		CARD ACCESS SYSTEM HARDWARE		
2	21	CARD READERS - WALL MOUNT, SIGNO40, SEOS HIGH SECURITY PROFILE, OSDP/WIEGAND, MOBILE CREDENTIAL READY	\$196.97	\$4,136.37
3	100	ICLASS SEOS CONTACTLESS SMART CARD, 8KB MEMORY COMPOSITE CARD	\$4.24	\$424.00
4	2	POWER SUPPLY & ENCLOSURE KIT WITH SUPPORT FOR UP TO 16 DOORS OF MERCURY HARDWARE, INCLUDES: (1) 10AMP 12VDC BOARD POWER, (1) 10AMP 24VDC LOCK POWER, (2) 8-OUTPUT CIRCUIT BREAKER MODULES AND (1) 16-OUTPUT CIRCUIT BREAKER MODULE	\$880.27	\$1,760.54
5	6	BATTERY, 12V 7.2 AH SEALED LEAD ACID	\$17.05	\$102.30
6	2	BATTERY LEADS, 68 INCH, 18AWG, PAIR, RED AND BLACK	\$6.30	\$12.60
7	2	TAMPER PROOF LIGHT SWITCH - 15 AMP 120/277V INDUSTRIAL GRADE TOGGLE SWITCH - LOCKING	\$26.38	\$52.76
8	3	FINGER DUCT, 4 W X 4 H, 6' LENGTH, PVC, LIGHT GRAY	\$86.32	\$258.96
9	3	PANDUIT DUCT COVER, 4" GRAY PER 6 FOOT LENGTH	\$24.88	\$74.64
10	1	INTELLIGENT CONTROLLER (2 RDRS, 8 INPUTS, 4 OUTPUTS)	\$1,484.85	\$1,484.85
11	10	TWO READER MODULE, 4 DEDICATED INPUTS (DC&REX), 4 AUX INPUTS, 2 DEDICATED OUTPUTS (STRIKES), 4 AUX OUTPUTS	\$603.03	\$6,030.30

12	1	PLYWOOD, FIRE RESISTANT TREATED, 4' X 4' X 3/4" CDX	\$75.00	\$75.00
13	19	DOOR CONTACT, RECESSED, 1 INCH DIAMETER, WIDE GAP, CLOSED LOOP, UL FIRE RATED, GREY, FOR STEEL DOORS	\$10.75	\$204.25
14	19	REX REQUEST TO EXIT DETECTOR, PIR, SOUNDER, LIGHT GRAY	\$71.28	\$1,354.32
15	5,500	CABLE, PLENUM, ALL-IN-ONE COMPOSITE ACCESS CONTROL YELLOW JACKET	\$1.35	\$7,425.00
16		CAMERA SYSTEM		
17	11	FOCUSED CAMERAS - FIXED DOME, LIGHTFINDER 2.0, OPTIMIZED IR, WDR, FORENSIC CAPTURE, VANDAL RESISTANT	\$515.31	\$5,668.41
18	10	360 CAMERAS - 12MP, 180/360 PANORAMIC DOME, FORENSIC WDR, LIGHTFINDER, OPTIMIZED IR	\$755.61	\$7,556.10
19	1	ELEVATOR CAMERA - 3MP, COMPACT VANDAL RESISTANT CORNER-MOUNTED CAMERA WITH 1.8MM LENS	\$533.11	\$533.11
20	1	OUTSIDE CAMERA - FIXED DOME IP CAMERA, 8 MP, 360 IR, 4 VARIFOCAL LENSES, WDR, LIGHTFINDER	\$1,200.61	\$1,200.61
21	1	PENDANT KIT FOR IP CAMERA, 1.5-INCH NPS THREAD	\$79.21	\$79.21
22	1	WALL BRACKET. FOR USE WITH AXIS P55-SERIES, AXIS Q60-SERIES PTZ DOME NETWORK CAMERAS, AXIS P33 SERIES PENDANT KIT, AXIS P33-VE SERIES PENDANT KIT, AXIS 225 PENDANT KIT AND AXIS 216/P3301 PENDANT KIT. INCLUDES MOUNTING PLATE. WHITE.	\$74.76	\$74.76
23	23	SURFACE MOUNT BOX, 1-PORT, IVORY, QUICKPORT LEVITON	\$3.18	\$73.14
24	23	CAT6 QUICKPORT CONNECTOR JACK IVORY, LEVITON	\$13.62	\$313.26
25	46	CAT6 PATCH CABLE 3FT YELLOW SLIM BOOT	\$1.89	\$86.94
26	6,000	CABLE, CAT6, YELLOW	\$0.44	\$2,640.00
27	1	AXIS CAMERA STATION S2224 APPLIANCE IS A TWENTY-FOUR CHANNEL CLIENT/SERVER FOR RACK-MOUNTING INCLUDING AN INTEGRATED MANAGED POE SWITCH VALIDATED AND TESTED WITH AXIS PRODUCTS. PRELOADED WITH AXIS CAMERA STATION SOFTWARE WITH PRECONFIGURED AXIS CAMERA STATION SETTINGS AND ALL OTHER NECESSARY SOFTWARE E.G. WINDOWS 10 IOT. INCLUDES 12 TB STORAGE, CORE LICENSES FOR 24 DEVICES	\$4,004.11	\$4,004.11
28	2	SURVEILLANCE HARD DRIVE 6TB IS A 3.5-INCH INTERNAL DRIVE DESIGNED AND TESTED FOR 24/7 RELIABLE VIDEO SURVEILLANCE. IT IS OPTIMIZED FOR HIGH-DEFINITION CONTINUOUS OR EVENT TRIGGERED RECORDINGS AND HIGH WRITE-CYCLE WORKLOADS. SUITABLE FOR STORAGE EXPANSION OF COMPATIBLE APPLIANCES	\$319.51	\$639.02
29		PANIC SYSTEM TO CALL PD AND ALSO TRIP A LOCKDOWN IN ACCESS CONTROL SYSTEM		
30	1	BOSCH COMM KIT (1) B4512, (1) B10, (1) CX4010, (1) B920	\$288.00	\$288.00
31	1	BOSCH CONETTIX PLUG-IN CELLULAR COMMUNICATOR, VERIZON 4G LTE	\$243.36	\$243.36
32	1	BATTERY, 12V 7.2 AH SEALED LEAD ACID	\$17.05	\$17.05
33		PANIC BUTTONS MOUNTED UNDER DESK - (2) COUNCIL CHAMBERS, (2) MAIN LEVEL CUSTOMER SERVICE DESKS, (1) UPPER LEVEL CUSTOMER SERVICE DESK		
34	5	PANIC SWITCH, HOLD-UP ALARM KEY RESET, RED BUTTON, SS	\$24.15	\$120.75
35	1,500	CABLE, 18/4, PLENUM, STRANDED, NON-SHIELDED	\$0.17	\$255.00
36	1	MISC	\$3,501.12	\$3,501.12
37				
38		IMPLEMENTATION SERVICES		
39	304	STATE CONTRACT- INSTALLATION AND PROGRAMMING	\$102.00	\$31,008.00
40	38	PROJECT MANAGEMENT - SCHEDULE, MOBILIZE, AND QC	\$88.00	\$3,344.00
41	20	ENG DESIGN SERVICES	\$88.00	\$1,760.00
42	10	CAD DESIGN SERVICES - DRAWINGS AND DOCUMENTATION AND SYSTEM DESIGN	\$88.00	\$880.00
43	38	PER DIEM - REF GSA GUIDELINES	\$182.00	\$6,916.00
44		Running SubTotal		\$94,597.84

Statement of Work

- 1. PTD to furnish and install (21) Card Readers, (19) REX Motions and (19) Door Contacts. (1) card reader is inside elevator and only controls access to basement. Floor 1 and 2 are always free access.
2. PTD to furnish and install (23) Axis Cameras and (1) Axis Server for recording cameras. Cameras to be powered off integrated POE switch on recorder.
3. PTD to furnish and install Bosch Alarm System and wire (5) panic and lockdown buttons as zones. Panel to communicate to USA Central Station via IP with cell backup.
4. PTD to wire other side of panic/lockdown buttons to Feenics inputs. When lockdown buttons are pressed, doors will be programmed to lock and an e-mail notification will go to client.
5. PTD to program video solution to record on motion and target up to 45 days of retention.
6. PTD to provide (1) 2-hour basic and (1) 4-hour advanced training session.
7. PTD to provide (100) cards for client to distribute. Badge printing not included.

Exclusions

1. Client to supply electrician to hardwire power supplies in head end room.
2. Client to supply all electronic locking door hardware. PTD to power electronic hardware and assumes each lock set draws 500ma or less
3. Client to supply IP addresses for control panels and camera system.
4. Proposal assumes no lift is necessary. If needed, client to provide.
5. Elevator company responsible to button programming and terminating wire to control access to the lower level.
6. Client to supply e-mail address to send panic buttons notifications to. Rather than single person, PTD suggests a distribution mailbox, ie securityalerts@marshall.com.

Thank you again for giving me the opportunity to provide you with this information. If you should need any further clarification or assistance, don't hesitate to contact me! To proceed with the proposal, please sign the Proposal Acceptance portion of the proposal and return to me.

Thank you,

Steve Jacobson
Account Manager
5929 Baker Rd Ste 400
Minnetonka, MN 55345
Cell: (612) 475-8680

PROPOSAL ACCEPTANCE

City of Marshall - Camera, Access, Intrusion PTDQ27218

PTDQ27218-02 10/12/2020

City of Marshall

Sharon Hanson
344 W Main St.
Marshall, MN 56258
United States

City of Marshall

Printed Name and Title: _____

Signature: _____ Date: _____

PO# / Reference # (optional): _____

Pro-Tec Design, Inc.

Printed Name and Title: **Steve Jacobson** **Account Manager**

Signature: _____ Date: 10/14/2020

Standard Terms and Conditions

FINANCIAL

1. No provisions of this Proposal/Contract shall serve to void our rights under Mechanics' Lien Laws.
2. We do not accept back charges that have not been previously agreed to by us in writing.
3. Late payments of 60 days or more will bear interest at the standard prevailing commercial rate
4. Unless otherwise specified, you will be billed for 30% of the project total immediately after the receipt of an order. Prompt payment is required to order parts and cover other costs associated with project start-up.
5. Progress billings will be issued monthly and unless specified in a separate contract all payments are due net 30.
6. Nothing in this Proposal/Contract shall be construed to require us to continue performance of work if we do not receive timely payment for properly performed work and suitably stored materials.
7. We retain title to all equipment until installation is complete and all payments due Pro-Tec Design have been paid in full. We reserve the right to retake possession of the same or any part thereof at your cost if default is made by you in any payment. If customer fails to follow the payment schedule(s) above or if Pro-Tec Design anticipates Customer may be unable to perform hereunder, Pro-Tec Design may terminate this contract, defer, discontinue or suspend work, or demand adequate assurance of Customer's performance. If a Customer's account must be placed with an attorney for collection, whether a lawsuit is filed or otherwise, or if the services of an attorney are required to protect Pro-Tec Design's interest, Customer agrees to pay all collection costs, including reasonable attorney's fees.
8. Alterations or modifications of the original quotation or specifications, including changes in quantity, material, design or other features, must be communicated in writing by Customer to Pro-Tec Design and accepted by Pro-Tec Design in writing, it being understood any change may increase prices. Customer shall be liable for an reimburse Pro-Tec Design for any and all work in process at the time of Pro-Tec Design's receipt of notice of changes.

SITE CONDITIONS AND WORK PERFORMANCE

9. We are not responsible for protection of our work in place.
10. We will dispose of debris created by our work into Owner-furnished trash bins or container at the site.
11. You shall furnish and make available to us at the site reasonable storage and parking facilities, and convenient delivery access to our work.
12. You shall provide uncluttered and safe access for us to perform our work. The schedule of any other contractors involved in this project shall be made in consultation with us, and unless otherwise agreed to, shall provide time for us to perform our work on an 8-hour day, 40-hour week basis. This Proposal/Contract does not include provision for our being required to perform overtime work for any reasons unless otherwise stated. An additional charge to the contract shall be made for any mutually agreed upon overtime.
13. We are not responsible for delays or defaults that are occasioned by causes of any kind beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, any Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. We shall be entitled to equitable adjustment for delays caused by any Architect, Engineer, Contractor, or Owner.
14. If any drawings, illustrations, or descriptive matter are furnished with this Proposal/Contract, they are approximate and submitted only to show the general style, arrangement, and dimensions of equipment offered.
15. All work will be done during standard business hours, Monday through Friday unless otherwise noted.

WARRANTY

16. No liquidated damages will be due.
17. THERE ARE NO WARRANTIES THAT EXTEND BEYOND PRO-TEC DESIGN'S STATED SPECIFICATIONS. PRO-TEC SPECIFICALLY EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS, IMPLIED WARRANTY OF DESIGN, AND ALL OTHER IMPLIED WARRANTIES. Customer's sole remedy in any action at law based hereunder (other than an action based on breach of warranty, which warranties are expressly excluded except as set forth herein) shall be limited to the repair or replacement of nonconforming goods or parts, or, at Pro-Tec Design's option, refund of the applicable quote. IN NO EVENT SHALL PRO-TEC DESIGN BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR ECONOMIC DAMAGES OR LOSS, LOST PROFITS OR CONSEQUENTIAL DAMAGES FOR PERSONAL INJURY. CUSTOMER AGREES THAT THIS PROVISION IS CONSCIONABLE.
18. Pro-Tec Design will warranty the labor and materials covered under this quotation for one year from the date of first beneficial use of the system provided the Owner is current in their payments to Pro-Tec Design, Inc. Accounts that are not current shall not receive warranty work until said accounts are made current. Pro-Tec Design will respond during normal business hours Monday through Friday. Weekends, Holidays and after hours warranty support will be billable at standard overtime rates. Warranty does not include replacement or repair of equipment damaged by Misuse, Negligence, Over or Under Voltage, or "Acts of God" such as lightning or other weather related incidents. Warranty only covers the repair or replacement of any parts supplied by Pro-Tec and any labor and travel to and from the site to execute said repairs for one (1) year from the date the Owner has beneficial use of the system. No warranty is extended to not in contract (NIC) equipment. NIC equipment is defined as any equipment not supplied by Pro-Tec or existing equipment that is re-used. The troubleshooting, repair or replacement of NIC equipment will be provided by Pro-Tec at a time and materials basis.
19. Pro-Tec Design is not an insurer of Customer's risks and exposures, Pro-Tec shall not be liable for any failure to perform under this Agreement due to any "Act of God," "Force Majeure," or of another cause beyond Pro-Tec Design's control. Pro-Tec Design shall not be liable for any loss or damage caused in whole or in part from negligence, fault, or wrongful act of Customer or of any third persons or parties. Services provided under this Agreement are for the sole benefit of the Customer and no rights are, or may be, conferred on any other party as a third-party beneficiary, by transfer or assignment, or otherwise. Pro-Tec Design's total liability is limited to the contract price; as matter of law, this limitation does not apply to fraud, willful injury, or willful violation of the law.

OTHER

20. This Proposal/Contract, including the provisions printed above and any specifications or other provisions attached hereto, when accepted by you and Pro-Tec Design shall constitute the Contract between us, and all prior representations or agreements not incorporated herein are superseded. Any terms or conditions contained in any Customer proposal/contract/purchase order are expressly rejected and shall not bind Pro-Tec Design or affect or invalidate any terms contained herein. Terms and conditions herein shall not be modified except upon Pro-Tec Design's express written agreement.
21. This Proposal/Contract shall be interpreted and governed by the laws of the State of Minnesota. Any disputes arising out of business conducted hereunder shall be venued in the district court of the State of Minnesota. In case of dispute, the prevailing party shall be awarded reasonable attorney's fees.
22. The design and/or intent of the items listed in this system specification is considered intellectual property and owned by Pro-Tec Design and will not be disclosed to any party other than those intended by Pro-Tec Design. Disclosure of this design/intent will subject the discloser to Consultant Fees equivalent of the above listed design/build quotation.
23. Customer agrees that during the term of this contract and for two years following termination, they will not directly or indirectly solicit for hire nor contract for services any employee who performs services hereunder without Pro-Tec Design's written consent



LIVING CONNECTED L&A SYSTEMS, LLC

December 4, 2020

Marshall Municipal Building
344 W Main Street
Marshall MN 56258

Marshall Municipal Building

Living Connected is proud to offer you this proposal for a *Door Access System Designed by VICON And Living Connected* for your Building. Installation of this security system will bring you peace of mind while at work or away, knowing that you're building is secured lock doors.

Main System

- 18 single controllers by each door POE powered
- PC Server Vicon Access Controller Software

Locks

- 7 door power supply
- 18 Card Readers

The above equipment will be wired to the single Door controllers above Doors
The network switch not included and punch down panel

Sum of \$36,808.83



LIVING CONNECTED

L&A SYSTEMS, LLC

Cards 26bit

Sum of \$4.50 Each

Fobs 26bit

Sum of \$9.00 Each

This proposal ***DOES NOT include*** **Any work by other trades in association with the Door Access System.**

Please see reverse side for our Warranty and Terms and Conditions of sale. Terms for this project will be 50% due when the equipment is ordered and 25% due at substantial completion of install. At acceptance of this proposal, please sign and return one copy.

Proposal Accepted by _____ Date _____

Printed Name _____

Proposal by Scott Wernimont _____ Date _____

Living Connected

Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer - Airport Commission, MERIT Center Board, City Council-County Board-Library Agreement & Operation, Southwest Minnesota Amateur Sports Commission and SW Minnesota Emergency Communication Board</p> <p>Meister -Community Services Advisory Board, Cable Commission and Economic Development Authority</p> <p>Bayerkohler - Public Housing Commission, Planning Commission</p> <p>DeCramer – Economic Development Authority and Utilities Commission</p> <p>Labat - Library Board, Police Advisory Board and Convention and Visitors Bureau</p> <p>Lozinski - Adult Community Center Commission and Joint Law Enforcement Center Management Committee</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

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

FROM: Sharon Hanson, City Administrator

DATE: December 8, 2020

SUBJECT: Administrative Brief

CITY ATTORNEY

- Criminal prosecution numbers for November are as follows:

November:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2020	2019 Comparison
Prosecution	4		2		5	2	9	22	15
Dismissed									
Non-Prosecution	1						1	2	4
Refer to County									

ADMINISTRATION

- This past month much discussion and work by the City Hall Committee on the SE wall changes and final costs. The Committee held a session with Brennan and Engan to review the costs and there was agreement on cost reduction. Additional review is being conducted. Once we receive the final numbers, they will be presented to Council for approval. A tour was conducted by the City Hall Committee the week of Thanksgiving and work on interior sheetrock, electrical including low voltage is progressing. In addition, we anticipate the final exterior wall finish on the Main Stay Café to occur as the same time as the City Hall exterior work—near the end of December. To date, Brennan maintains its goal of having completed the work outlined in the contract by April.
- Held a discussion with SWWC regarding future facility needs—a learning facility and corporate offices. They have looked at a couple of existing properties in Marshall and may want to partner with the City in possible financing/long term lease to help get the project off the ground. We will review with Baker Tilley for further analysis.
- Mayor, Public Safety Director Jim Marshall, HR Director Sheila Dubs and I met to review the Pandemic Plan and current response/city operations as it relates to COVID. We had seen

increased cases for City of Marshall employees, with some improvement over the last two weeks. Our sub-group will meet on a weekly basis until there is considerably less community spread. This week, SWHHS Public Health has brought forward the idea of meeting again with a core group to talk about messaging around vaccinations. A worn-out statement, but a positive one: there is light at the end of the tunnel on COVID.

- Engineering and I met with members of the Marshall Golf Course board and discussed the Camden/James project that will replace a storm water line through Holes 7 and 8. Discussion mainly focused on timing as course has numerous tournaments and need to avoid those dates. They will bring back to their Board. The overall discussion was positive.
- Met via Zoom with Avera Community Partnerships to discuss possible support from them for the community pool project. Mayor, Scott VanDerMillen and Preston Stensrud joined in on the discussion. A follow-up discussion will take place.
- Held several discussions with Border States Electric on purchase of land and potential tax abatement.
- Scheduling regular meetings with my direct reports on a regular basis as a follow-up to my 360 evaluation where it was noted that staff feedback/providing objective guidance was noted by the direct reports.

Economic Development Authority

- Staff continues implementing new brand materials.
- Staff is working with Community Services to add communication portal on the City's mobile app.
- Staff is working with two local businesses on expansion projects.
- Staff is finalizing a land purchase with Action Companies.
- Staff is working with BSE on land purchase and tax abatement.
- Staff is also having conversations with four new developers.
- Staff is working with Avera on plans for the Carlson Street Clinic/new CEO transition.
- Staff is working with management company to send proposal for former Shopko building.
- Staff continues working with developers on Block 11.
- Staff developed the Marshall Resiliency Grant.
- Staff is working with Studio 1 on video marketing series.
- Staff presented at Chamber Young Professionals and Downtown Business Association.

Human Resources

- Staffing: the City welcomes Darren Harris as our new Plant Operator I at the wastewater treatment facility. Darren will start on Monday, Dec 7th. Ryan Hoffmann, formerly Detective, was promoted to the Sergeant position on 11/23/2020—congratulations to Ryan! Applications for the Detective position have been accepted; interviews will be scheduled shortly. The hiring process has also been initiated for the new FD truck company positions of Captain and Lieutenant—this new truck company will encompass the CAT team expertise. The City is also accepting applications for part-time liquor Checkout Clerk positions.
- Job Classification and Compensation study proposals are being received. To date, 3 proposals have been received. Staff will review and summarize the proposals and bring them back to the Council for a determine of whether or not to proceed with a study.
- The annual Employee Service Award and Recognition Program will be held on January 28, 2021. Due to the pandemic and social distancing guidelines, we will be unable to host the normal dinner banquet and award program as has been done in the past. Instead, service awards, employee of the year award, and

retirement plaques will be presented individually, in January, and included in a service award video program to be developed by Studio One. A lunch will be provided to all employees (there won't be on-site dining). We will be celebrating 20 employee service milestones and recognizing 3 employee retirements. More details will be coming to the Council and employees shortly.

Clerk

- Issued reimbursements to On-Sale liquor license holders and continue to finalize 2021 license renewals.
- Continue to work with Vast on the City's phone installation. Hopefully for a 2020 install but it may carry over into early 2021.
- Meeting with the Diversity Committee Co-Chairs to discussion amendments to the Human Rights Commission Ordinance. A Diversity Committee meeting will be held in December to finalize any amendments.
- Reviewed final Audio-Visual proposal for the new City Hall building. On site visit with general contractor to verify questionable conduit locations.

Finance

Assessing

- Staff is working on reviewing building permits issued throughout 2020. We are also wrapping up all sales data from the previous sales study period and will be working on our sales analysis.
- The MN Department of Revenue as issued a "time trend" for all sales within the City of Marshall. this means all sale prices will be adjusted upwards to the January 2, 2021 assessment date – More info will be shared on this at our annual meeting prior to LBAE next spring. This, along with a strong residential market will result in some significant valuation changes for the 2021 pay 2022 assessment.
- One of our "Big Box" retail stores has dismissed their pay 2018 and 2019 Tax Court Appeal. we still have five other active court cases with two of them nearing hearing dates early in 2021. Working with County Assessor and County Attorney on a settlement with one of the cases. Contact our office with any inquiries.
- Staff has been extremely diligent and cautious when working with the public to insure COVID protocol is being met. The MN Department of Revenue still requires that our inspections and new construction criteria are still being fulfilled.

Liquor Store

- November Financials: Sales \$546,699 + 10%, Customer count 16,166 - 2%, Ticket Average \$33.82 +12%. It was another strong month for our financials. Our numbers look a little down from what our trend has been this past 6 months. In 2019 we had 5 weekends in November, with the bigger volume days on Friday/Saturday we lost some sales/customers with only having 4 weekends this year.
- The holiday season is upon us...lots of gifts and stocking stuffers line the shelves. For sure, there we will be something for that someone on your Christmas list this year.

COMMUNITY SERVICES

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 400 open job files. UCAP Headstart new building, 2nd Unique Apartment building, and SRO apartment building at Stephen Avenue are under construction.
- City buildings ADA-compliance review is complete.
- New permit software development is going well.
- Sign Ordinance is under review.

PUBLIC WORKS DIVISION

Engineering

- Project Z52 / S.P. #139-090-005 / Minn. Project No. TA 4219 (231): UCAP Transit Bus Shelters – Construction has been completed. New bus shelters have been installed. Need to discuss quantities with Hisken before preparing a Final Estimate.
- Project Z75/SAP 139-124-004: South 4th Street -- R & G Construction Co. has completed construction on this project. The contractor will be returning in spring 2021 to complete final seeding and turf establishment.
- Project Z76: South 1st Street – Duinick has completed the street reconstruction portion of this project including utilities, pavement and driveways. Due to cold weather and schedule constraints, new sidewalk on the west side of the street will be completed in spring 2021.
- Project Z77: Legion Field Stormwater Improvements—Phase I – Towne & Country has completed work on this project. The City is currently waiting on a schedule from the contractor to have the riprap replaced with turf mats in the park.
- Project Z82: N. 1st/Redwood/Marshall – Construction plans are nearing completion. Aiming for advertisement in January.
- Project Z83: James/Camden – Construction plans are in progress. Goal is to have plans completed in January for advertisement in February.
- Planning on submitting an application for grant funding in late December/early January for the C St.-Southview Trail in partnership with the School District.

Building Maintenance

- Converting lights to LEDs at the library.
- Moving cabinets and making a counter by book drop at the library.
- Painting street department office area.
- Converting lights to LEDs at the Merit Center.

Street Department

- Cleaning buildings
- Cleaning equipment
- Finishing street sweeping for the season.
- Tree trimming. Starting at Camden Dr going south to Elaine Ave.

- Core drilling for street projects in 2021.
- Replacing faded out street signs.

Airport/Public Ways Maintenance

- Replacing bulbs in nav-aids/runway lights.
- Converting runway signs to LEDs.
- Replacing faded airfield directional signage legend panels.
- Doing maintenance on t-hangar doors. Gearboxes, Belts and pulleys.
- Checking with the FAA and Mn/Dot office of Aeronautics to see what the city needs to do to keep the MALSR and MALSF certified since our contract technician has retired.
- Cleaned all the culvert ends of slit and debris.
- Seal coated and restriped the parking lot areas.

Wastewater

- Cleaning sewers.
- Plant repairs.
- Magney Construction is installing underground piping, blower installation, interior plant piping, stairway assembly and site grading.
- Working on fall maintenance.
- Working on manhole repairs.
- Installed flow monitoring system in sanitary manholes for tracking I&I. We plan on purchasing this system next year after the trial period is up.
- Staff has performed 270 equipment work orders in the last 30 days.
- Working on regulatory issues for Phosphorus, Salty Discharge, Pretreatment, Redwood River Watershed Review, MN. River Nutrient TMDL, Lake Pepin TMDL.
- Working with MMU on Chloride Reduction public education for upcoming Water Treatment Plant improvements.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to thirteen (13) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (4)
 - Fire; Structure (6)
 - Medical Assist (0)
 - Vehicle Accident (3)
- In a response to the increase in COVID-19 cases within the community, the Marshall Fire Department has resumed on-line training to prevent the spread within the fire department.
- The creation of a new truck company for the SW Chemical Assessment Team has started the promotional process within the fire department. The State Fire Marshal's office expressed their appreciation for the efforts made by the fire department and the City of Marshall to strengthen the SWMN Chemical Assessment Team.

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 576 calls for the month of November. Sixty-three (63) criminal offenses were reported with a total number of twenty-seven (27) adults and 2 juveniles arrested.

OFFICER'S REPORT

- Alarms (14)
 - Accidents (20)
 - Alcohol involved incidents (1)
 - Assaults (3)
 - Domestic Assaults (8)
 - Burglaries (2)
 - Criminal Sexual Conduct (1)
 - Damage to Property (11)
 - Keys Locked in Vehicles (30)
 - Loud Party (6)/ Public Disturbances (8)
 - Thefts (6)
 - Traffic Related Complaints (70)
 - Vandalism (6)
 - Warrant Pickups (6)
 - Welfare Checks (30)
- Officers responded to numerous complaints of loud party or public disturbance calls. In all incidents, officers informed individuals of the executive order and concerns related to the pandemic.
 - In November the police department completed the tobacco compliance checks within the City of Marshall. All local businesses were complying. All businesses that passed the compliance checks received written notification of the check and their compliance results.

PERSONNEL/OTHER

- Detective Ryan Hoffmann was promoted to sergeant from his detective role. Sergeant Hoffmann began his new role on November 23rd, 2020. The promotional process to fill the vacant detective position will begin with the Police Advisory Board providing oversight of the process.

DETECTIVE REPORT

- Two Ohio men were arrested for 5th Degree Controlled Substance Crime and possession of marijuana following the completion an investigation into the males using a fraudulent prescription in an attempt to obtain controlled substances from two Marshall pharmacies. Detectives also assisted a metro agency where fraudulent prescriptions using the same Doctor's DEA number was used.

- A case of the possession, distribution, and production of child pornography investigated earlier in the year was accepted by the U.S. Attorney's Office, with the assistance of the FBI. A man that lived in Marshall at the time of the offenses was arrested by the FBI with the assistance of the Marshall Police Department on a federal arrest warrant.
- A burglary at a residential hall at Southwest Minnesota State University was investigated. The case was forwarded to the Lyon County Attorney's Office for consideration of charges.
- A report of an auto theft is under investigation. The vehicle was recovered in northern Minnesota.
- The negligent discharge of a firearm in which a Marshall man shot himself in the leg with a pistol was investigated. The matter was deemed to be accidental, and no charges are being sought.
- A report of an assault where a patient receiving COVID testing forcefully coughed on a health care worker's face was investigated. The case was forwarded to the Lyon County Attorney's Office for consideration of charges.
- Five cases of theft and six cases of damage to property are under investigation.
- A case of criminal sexual conduct is under investigation.
- Four separate cases of theft by swindle involving scams were reported. Two of those cases have been cleared and the other two remain under investigation.
- A predatory offender registration violation was investigated. The case was sent to the Lyon County Attorney's Office requesting an arrest warrant. A second case of a predatory offender registration violation was forwarded to the Lyon County Attorney's Office for consideration of charges.
- Seven child protection cases were investigated in conjunction with Southwest Health and Human Services. Four cases of vulnerable adult abuse were investigated.
- Sergeant Buysse attended background investigation training.

MERIT CENTER

- The MERIT Center continues to host the Marshall City Council meetings as well as any COVID-19 Emergency Management meetings/planning.
- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing.
- MN West conducted a CDL Preparation Course, dental assistant training and a trained medical aide class in November.
- The Marshall Police Department utilized MERIT Center classroom and bay space for tactical training.
- Comprehensive Advanced Life Support (CALS) medical training returned to conduct training for 20 local medical professionals utilizing all of the MERIT Classrooms and bay space for hands-on and classroom learning.
- Central Lakes College Fire & EMS program returned to host their Fire Academy Skills weekend at the MERIT Center Nov 20-22. 30 firefighters attended this officer training.
- The MERIT Center was utilized 23 out of 30 days in November.

EMERGENCY MANAGEMENT

- The Department of Public Safety continues to hold weekly briefings on Mondays and Fridays with all the CLEO'S (chief law enforcement officers) in the state. These meetings are conducted at the State Emergency Operations Center and cover a variety of topics related to COVID-19 response and issues related to civil unrest.
- Mayor Byrnes, City Administrator Hanson, HR Manager Sheila Dubs and I have been communicating weekly to discuss any concerns related to the pandemic and if there is an impact on city staffing and operations.
- The Joint Information Center (JIC) will begin meeting to plan for possible distribution of the COVID-19 vaccine and ensure our message is consistent and accurate regarding the logistics on how it will be distributed. The following organizations are part of the JIC: City of Marshall, AVERA, Southwest Health and Human Services



MARSHALL

BUILDING PERMIT LIST
December 08, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
KERR, KERRY J	613 WINIFRED DR	EXTERIOR REMODEL	5,000.00
AMERICAN WATERWORKS	114 KATHRYN AVE	INTERIOR REMODEL	4,800.00
SUSSNER CONSTRUCTION, INC.	337 MAIN ST W	INTERIOR & EXTERIOR REMC	24,900.00
RA CHILDREN PROPERTIS LLC	901 COUNTRY CLUB DR	DECK	25,000.00
TUTT CONSTRUCTION, INC.	202 COLLEGE DR W	WINDOWS / DOORS	2,500.00
JAMES LOZINSKI CONSTRUCTION INC.	1301 MAIN ST W	RE-ROOFING	8,500.00
GESKE HOME IMPROVEMENT CO.	108 PARK AVE	Windows	1,200.00
DENNIS LOZINSKI CONSTRUCTION	510 HUDSON AVE	RE-ROOFING	8,800.00
RICK SLAGEL CONSTRUCTION INC	111 G ST	INTERIOR REMODEL	20,000.00
GESKE HOME IMPROVEMENT CO.	101 MAPLE ST E	Windows	4,200.00
GESKE HOME IMPROVEMENT CO.	607 PLEASANT ST	Windows	1,200.00
GESKE HOME IMPROVEMENT CO.	507 MARSHALL ST W	Windows	1,200.00
GESKE HOME IMPROVEMENT CO.	601 ARBOR CT	Windows	2,400.00
GESKE HOME IMPROVEMENT CO.	203 HIGH ST N	Windows	1,200.00
GESKE HOME IMPROVEMENT CO.	710 MARGUERITE AVE	Windows	600.00
GESKE HOME IMPROVEMENT CO.	1402 CARLSON ST	Windows	3,600.00
GESKE HOME IMPROVEMENT CO.	701 6TH ST N	Windows	1,200.00
PRAIRIE HOLDINGS	119 MARVIN SCHWAN MEMORIAL DR	EXTERIOR REMODEL	14,000.00
DENNIS LOZINSKI CONSTRUCTION	107 C ST	Windows	2,200.00



MARSHALL

PLUMBING PERMIT LIST
December 08, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Woody's Plumbing and Repair Inc.	111 G ST	INTERIOR REMODEL	4,300.00



MARSHALL

SIGN PERMIT LIST
December 08, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
AP Design	1100 MAIN ST E	N/A	5,000.00
348 W MAIN COMPANY	348 MAIN ST W	N/A	300.00
UNIQUE OPPORTUNITIES MARSHALL, LLC	231 LEGION FIELD RD	N/A	1,525.00

2020 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *Unless otherwise stated

5:30 P.M.

Professional Development Room - Marshall Middle School, 401 South Saratoga Street

January

1. January 14, 2020
2. January 28, 2020

February

1. February 11, 2020
2. February 25, 2020 – 4:00 P.M.¹

March

1. March 10, 2020
2. March 24, 2020

April

1. April 14, 2020
2. April 28, 2020

May

1. May 12, 2020
2. May 26, 2020

June

1. June 9, 2020
2. June 23, 2020

July

1. July 14, 2020
2. July 28, 2020

August

1. August 11, 2020 – 4:00 P.M.¹
2. August 25, 2020

September

1. September 8, 2020
2. September 22, 2020

October

1. October 13, 2020
2. October 27, 2020

November

1. November 10, 2020
2. November 24, 2020

December

1. December 8, 2020
2. December 22, 2020

2020 Uniform Election Dates

- February 11, 2020
- February 25, 2020 * *Precinct Caucus*
- March 3, 2020 * *Presidential Primary*
- April 14, 2020
- May 12, 2020
- August 11, 2020 * *Primary Election*
- November 3, 2020 * *General Election*

¹ 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 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.