

# CITY OF MARSHALL City Council Meeting A g e n d a Tuesday, January 28, 2025 at 5:30 PM City Hall, 344 West Main Street

# OPENING ITEMS APPROVAL OF AGENDA APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Meetings Held on January 14

#### **AWARD OF QUOTES**

2. Authorization to Purchase (2) Toro 3500-D Striping Mowers for the Parks Department from MTI Distributing of Brooklyn Park, MN and Declare (2) Existing Toro 3500-D Striping Mowers Surplus

#### **CONSENT AGENDA**

- 3. Consider Approval of a Lease Agreement with Lutheran Social Services
- 4. Consider Request of the Marshall Downtown Business Association for the St. Patrick's Day Parade on Saturday- 03/15/2025
- 5. Consider Approval of the Bills/Project Payments

#### APPROVAL OF ITEMS PULLED FROM CONSENT

#### **NEW BUSINESS**

- 6. Authorize the Advertisement of Bids for the Revised Proposed Marshall Aquatic Center
- 7. Project ST-002-2025: Bituminous Overlay Project Consider Authorization to Advertise for Bids
- 8. Project AP-011: WPA Hangar Apron & Taxilane Reconstruction Project Consider Professional Services Agreement with TKDA

#### **COUNCIL REPORTS**

- 9. Commission/Board Liaison Reports
- 10. Councilmember Individual Items

#### **STAFF REPORTS**

- 11. City Administrator
- 12. Director of Public Works/City Engineer
- 13. City Attorney

#### **INFORMATION ONLY**

- 14. Public Housing Minutes
- 15. Cash and Investments
- 16. Building Permits

#### **MEETINGS**

17. Upcoming Meetings

#### **ADJOURN**

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



### CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, January 28, 2025
Category:	APPROVAL OF MINUTES
Туре:	ACTION
Subject:	Consider Approval of the Minutes from the Meetings Held on January 14
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meetings held on January 14th be approved as filed with each member and that the reading of the same be waived.

Item 1. Page 2

#### CITY OF MARSHALL WORK SESSION M I N U T E S Tuesday, January 14, 2025

The work session of the Common Council of the City of Marshall was held January 14, 2025, at City Hall, 344 West Main Street. The meeting was called to order at 4:00 PM by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, Amanda Schwartz, John Alcorn and See Moua-Leske. Absent: James Lozinski. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Jason Anderson, Director of Public Works/City Engineer; Eric Hanson, Asst. City Engineer; Dean Coudron, Public Ways Supervisor; Preston Stensrud, Park and Rec Supervisor; and Steven Anderson, City Clerk.

#### City Attorney Presentation on Competitive Bidding

At 4:56 PM Mayor Byrnes adjourned the meeting.

City Attorney Whitmore provided a presentation on the competitive bidding process and the requirements related to Minnesota Statute Section 471.345. During the presentation Whitmore reviewed the dollar threshold amounts, \$175,000 must be competitively bid, \$25,000 - \$175,000 may be competitively bid or by direct negotiation if at least two quotes are received and contracts under \$25,000 can be by quote or through the open market. Whitmore also reviewed the five types of procurement methods that can be used through bidding and that the City of Marshall almost always uses the lowest responsible bidder method. Councilmembers ask for more information on "lowest responsible bidder", which Whitmore provided further clarification. Staff and council members asked various questions regarding bid submission, rejection and rebidding.

Attest:	
City Clerk	Mayor

# CITY OF MARSHALL CITY COUNCIL MEETING M I N U T E S Tuesday, January 14, 2025

The regular meeting of the Common Council of the City of Marshall was held January 14, 2025, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, See Moua-Leske, John Alcorn, Amanda Schwartz and Amanda Schroeder. Absent: James Lozinski. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Jasmine DeSmet, Community Education Coordinator; Preston Stensrud, Park and Rec Supervisor; and Steven Anderson, City Clerk.

#### **Ceremonial Swearing in of Elected Officials**

Clerk Anderson swore in the newly elected Councilmember Amanda Schwartz and re-elected Mayor Robert Byrnes and Councilmember Amanda Schroeder. Councilmember Lozinski was unavailable and had been sworn in separately.

#### Mayor for a Day

The League of Minnesota Cities and the City of Marshall held a "Mayor for a Day" essay contest open to Fourth, Fifth and Sixth grade students in the area. The essay written by Micah Thor was selected as the winner. Micah read his essay and was presented with a certificate by Mayor Byrnes.

#### Consider Approval of the Minutes from the Meeting Held on December 17

There were no amendments to the minutes from the meeting held on December 17, 2024.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the minutes from December 17, 2024. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

# <u>Project ST-012-2025: S Hill Street / S Minnesota Street / Charles Avenue Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans; 3) Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids</u>

Director Anderson opened the public hearing by explaining that property owners that were affected by the project had been notified that a hearing would be held on January 14, 2025. The project consisted of reconstruction and utility replacement on South Hill Street and South Minnesota Street from East College Drive to Charles Avenue, two alleys from East College Drive to Charles Avenue and Charles Avenue from South Whitney Street to South Minnesota Street. All utilities would be replaced, including watermain, sanitary sewer, and storm sewer within the areas identified above. The project also included new water and sewer services to the right-of-way. Other items of work included in the project were pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work. City staff previously invited all property owners in the project area to a project informational meeting that was held on November 21, 2024, in the City Council Chambers.

The engineer's estimate for the construction portion of the project was \$1,146,600. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs, was \$1,463,100. All improvements would 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 participation. No members of the public approached the podium when Mayor Byrnes called for public comment. Mayor Byrnes did note that a super majority of all council members were required to pass the project. Since councilmember Lozinski was absent all present councilmembers would need to vote in the affirmative for the project to pass.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

Motion made by Councilmember Alcorn, Seconded by Councilmember Moua-Leske to adopt Resolution 25-005 Ordering the Improvement and Preparation of Plans for ST-012-2025. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adopt Resolution 25-006 Approving the Plans and Specifications and Ordering Advertisement for Bids for Project ST-012-2025. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

#### **Approval of the Consent Agenda**

There were no requests to remove an item on the consent agenda for additional discussion.

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

- Consider Resolution Designating the Official Newspaper
- Consider Resolution Designating the Official Depositories for City Funds for 2025
- Consider Resolution Delegating Authority to the City to Make Electronic Fund Transfers
- Adopt an Annual Election to Set a Micro-Purchase Threshold of \$25,000
- Renewal of Unlicensed Maintenance Electrician Inspection Agreement for 2025-2026
- Consider Approval to Change Regular Meeting Date in November
- Consider Approval for a Raffle Permit for Holy Redeemer Church on February 3, 2025
- Consider Approval of a Temporary Liquor License for the SMSU Foundation for February 8, 2025
- Consider Mayoral Appointment for Councilmembers to Boards/Commissions and Committees
- Consider Approval of the Bills/Project Payments

#### <u>Selection of City Council President Pro Tempore by City Council</u>

In the event of the absence of the mayor under section 2.06 of the City Charter the Council shall choose from its members a President Pro tempore to hold office. Councilmember Moua-Leske nominated Councilmember Schafer. Mayor Byrnes asked for any additional nominations, and none were heard.

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

Noticed Closure from Broadmoor Manufactured Home Park 1) Closed Session Pursuant to Minnesota Statutes, Section 13D.05, Subdivision 3(b) for an Attorney-Client Protected Discussion with the City's Attorney Regarding Threatened Litigation by Schierholz & Associates in Response to City Receipt of the Minnesota Attorney General's Office's Objection to Broadmoor Valley Closure Statement 2) Discussion of Cancelation of Public Hearing

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to move into closed session pursuant to Minnesota Statutes Section 13D.05, subdivision 3(b) for an attorney-client protected discussion with the city attorney regarding threatened litigation by Schierholz and Associated in response to City receipt of the

nesota Attorney General's Office objection to Broadmoor Valley closure statement. Voting Yea: Mayor Byr المتاث

Item 1.

Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schwartz. The motion **Carried. 6-0.** 

Attorney Whitmore summarized that the city received notice from Paul Schierholz on behalf of Schierholz & Associates of the intent to cease operation of Broadmoor Valley as a manufactured home park as of December 1, 2025. The notice received contained the mandatory language typed in the correct font as required under Minn. Stat. §327C.095 and addressed the topics required by Minn. Stat. § 327C.015. As such, the City had to presume sufficiency of the notice and scheduled a public hearing in accordance with Minn. State 327C on February 18, 2025. On January 8, 2025, the city received a copy of a letter sent from the Office of the Attorney General to Paul Schierholz and Schierholz & Associates, Inc., as well as to his attorneys, notifying Mr. Schierholz that the Attorney General deemed the notice insufficient. The Attorney General based its findings on the fact that the Notice contained the word "unknown" in reference to sites located within a specific distance and alternative parks listed in the notice would become available and at what cost. Schierholz and Associates attorney sent a letter to the City of Marshall in response to the Attorney General letter stating that the Attorney General was overreaching their authority in denying Schierholz and Associates their lawful right and the city could be held liable for canceling the required public hearing. Attorney Whitmore pointed out that Chapter 327 does not give the city authority to determine the lawfulness of closure notice, that authority was specifically given to the Attorney General. Since the Attorney General determined that the closure notice wasn't sufficient staff would recommend canceling the public hearing. There may be a new closure notice coming and at that time council could set a new public hearing that adheres to the new timeline.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to cancel the public hearing that was scheduled for February 18, 2025, to address the November 18 notice of closure from Schierholz and Associates and to direct staff to inform Minnesota Public Housing of the cancelation. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

#### Consider Approval of Joint Powers Agreement Renewal with Marshall Public Schools

The Join Powers Agreement with the Marshall Public Schools was reviewed annually. During the review the city staff made a few changes, which included updating the Marshall Public Schools organizational chart and removing the by-laws which are now under a separate document. Hanson pointed out that the JPA is unique in Minnesota as only one other city has something similar in place. Marshall Public Schools had already reviewed the document and approved it during their December 16, 2024, board meeting.

Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to approve the Joint Powers Agreement renewal with Marshall Public Schools relating to the establishment and operation of a jointly sponsored community education and recreation program and shared facilities use. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. Voting Abstaining: Councilmember Moua-Leske. The motion Carried. 5-0-1.

#### Consider Resolution for 2025 Municipal State Aid Street (MSAS) Funds Advance for Various Projects

The Municipal State Aid Street program provides funding to assist municipalities with the construction and maintenance of community-interest streets on their state aid systems. The program was administered by MnDOT's State Aid for Local Transportation. The MSAS construction account balance as of December 30, 2024, was (\$1,048,755). Because we had "advanced" future years of funding to finance past projects, the city has a negative account balance. The total maximum MSAS advance, set by the Minnesota Commissioner of Transportation was the lesser of \$4,000,000 or five (5) times the City annual construction apportionment. The 2025 City of Marshall annual construction apportionment was estimated at \$918,072, which multiplied by five results in an amount of \$4,590,360. Therefore, the maximum amount of MSAS advance for the City is (\$4,000,000).

Staff recommended a total of \$865,000 in 2025 MSAS disbursements, resulting in total State Aid advance in an amount up to \$995,683 required to be repaid in accordance with the regulations established by MnDOT from future MSAS disbursements

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to adopt Resolution 25-007 requesting an advance of Municipal State Aid System funding in the amount of up to \$995,683. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

### <u>Authorize to Advertise for Request for Qualifications (RFQ) for Airport Consultant Services for 5-Year CIP Items at Airport</u>

Consultant selection for assistance in the completion of airport projects included in the Capital improvement Plan for the Airport must be performed every 5 years to satisfy Federal Air Administration requirements. The current TKDA Professional Services Agreement would expire on March 10, 2025. Any future Project Authorizations would be subject to going through the consultant selection process and executing a new Professional Services Agreement.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to authorize advertisements for airport consultant services per Federal Air Administration requirements. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

#### <u>Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - Consider Change</u> Order No. 4 (Final) and Acknowledgement of Final Pay Request (No. 9)

The project consisted of reconstruction of sidewalks, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities were replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in the project were pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work. All work had been completed in accordance with the specifications. Change Order No. 4 (Final) resulted in a contract decrease in the amount of (\$5,853.23). Final Pay request No. 9 in the amount of \$77,689.57 resulted in a total contract amount of \$1,565,706.60.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve Change Order No. 4 (Final) resulting in a contract decrease in the amount of (\$5,853.23) and acknowledge Final Pay Request No. 9 in the amount of \$77,689.57 for the project to D&G Excavating, Inc of Marshall. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

#### **Commission/Board Liaison Reports**

Byrnes SWRD received their 2021/2022 audit. SWRD had to change auditors and are also

working on the 2022/2023 and 2023/2024 audits.

Alcorn No report.

Lozinski Absent.

Moua-Leske DEI Commission submitted a letter to the editor and was contemplating using

Consensus Decision Making instead of Roberts Rule of Order. CVB began

interviews for a summer intern.

Schafer No report.

Schroeder	No report.
Schwartz	No report.

#### **Councilmember Individual Items**

Mayor Byrnes reviewed his projects and goals for the upcoming year: Aquatic Center Construction; Comprehensive Park Plan; Bandshell Replacement; Independence Park Pavilion; Highway 19 Reconstruction; Charles/Hill/Minnesota Reconstruction; Legion Field Stormwater Retention Phase 3; Fire Department Aerial Apparatus; MERIT Center Bonding; Industrial Development; Retail Development; Hotel Development; Broadmoor Valley Committee; Affordable Housing; and Home Buyer Assistance.

#### **City Administrator**

An update on the city's strategic plan was included in the information only items of the packet.

#### **Director of Public Works/City Engineer**

No report.

#### **City Attorney**

No report.

#### **Administrative Brief**

There were no questions or comments about the Administrative Brief.

#### **Information Only**

There were no questions or comments about the Information Only items.

#### **Upcoming Meetings**

There were no questions or comments about the Upcoming Meetings.

#### <u>Adjourn</u>

Motion made by Councilmember Schwartz, Seconded by Councilmember Moua-Leske. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 6-0.** 

Attest:	
City Clerk	Mayor



# CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Preston Stensrud
Meeting Date:	Tuesday, January 28, 2025
Category:	AWARD OF QUOTES
Туре:	INFO/ACTION
Subject:	Authorization to Purchase (2) Toro 3500-D Striping Mowers for the Parks Department from MTI Distributing of Brooklyn Park, MN and declare (2) existing Toro 3500-D Striping Mowers surplus.
Background Information:	The replacement of these two Toro mowers are included in the CIP. One was budgeted in 2024, and one is 2025. Both were budgeted at \$32,500 after trade-in allowance.
	These mowers are critical to maintaining our performance ball fields and allow for lower mower heights and a superior cut than a typical mower.
	MTI Distributing is the state contract holder for commercial grade Toro turf equipment and are the only dealer that can provide this piece of equipment. The pricing shown is from the 2023 State Contract and MTI has agreed to hold that pricing due to the long lead times on these mowers.
	Pricing for trade-in and purchase outright are both included in the packet. Staff is confident we can sell equipment for more than trade-in value offered and would like to explore the sale of the two existing units. With the current allowed trade-in, the purchase of both mowers would be under budget. A sale exceeding the pricing of the trade-in would be a cost savings to the City of Marshall.
Fiscal Impact:	Cost to purchase both outright would be \$91,601.28 less the sale price of both existing units.
Alternative/ Variations:	None Recommended
Recommendations:	Authorize the purchase of (2) new Toro 3500-D Mowers for the Parks Department in the amount of \$91,601.28 and declare the (2) existing Toro mowers surplus.

Item 2. Page 9



Acknowledgement

Ack Date Taken By		Order#	
7/14/23	sest	1396316-00	
PO#		Page #	
PO Pending from Andy K		1 of 1	

Bill To	Customer #	131060	Ship To	1
Marshall, City of		City of Marshall		
344 W Main St		344 W Main St		
Marshall, MN 56258-1313		Marshall, MN 56258-1313		
,				

Notes		Instructions	
Preston Stensrud need hoc and contact from Andy K			
Driver to pick up trade			
XR-ue10895 Toro GM3500 30807-316000488			
\$14,000			
Ship Point	Via		Payment
Brooklyn Center, MN	MTI Delivery		Net 30 Days

Line	Product	Description	Order Qty	Qty UM	Unit Price	Amount(Net)
1	30807	Groundsmaster 3500-D	1.00	E	45,800.64	45,800.64

1	Lines Total	Total Order Quantity	1.00	Subtotal	45,800.64
				Trade-in Allowance	-14,000.00
				Taxes	0.00
				Total	31,800.64





Acknowledgement

Ack Date Taken By		Order#	
7/14/23	sest	1396317-00	
PO#		Page #	
PO Pending from Andy K		1 of 1	

Bill To	Customer #	131060	Ship To	1	
Marshall, City of		City of Marshall			
344 W Main St			344 W Main St		
Marshall, MN 56258-1313		Marshall, MN 56258-1313			

Notes		Instructions	
Preston Stensrud need hoc and contact from Andy K			
Ship Point	hip Point Via		Payment
Brooklyn Center, MN	MTI Delivery		Net 30 Days

Line	Product	Description	Order Qty	Qty UM	Unit Price	Amount(Net)
1	30807	Groundsmaster 3500-D	1.00	Е	45,800.64	45,800.64

1	Lines Total	Total Order Quantity	1.00	Subtotal	45,800.64
				Taxes Total	0.00 45,800.64





# CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Katie Brusven
Meeting Date:	Tuesday, January 28, 2025
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Consider Approval of a Lease Agreement with Lutheran Social Services
Background Information:	This Agreement is reviewed and renewed annually with Lutheran Social Services. LSS is a part of the national Meals on Wheels network and uses the Adult Community Center as its main hub for distributing meals to older adults in the Marshall area.  LSS would be utilizing the kitchen area of the Adult Community Center and the dining room as a pickup location for volunteers to grab food for delivery. The Adult Community Center Commission met on January 15, 2025 to review the lease agreement and voted to recommend renewal of the lease agreement.
Fiscal Impact:	Rental Income for the Adult Community Center
Alternative/ Variations:	
Recommendations:	To approve the lease agreement with LSS meals.

Item 3. Page 12

### CITY OF MARSHALL ADULT COMMUNITY CENTER LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of 100 Marshall, Minnesota, (the "City") and Lutheran Social Services, ("LSS"), together (the "Parties").

#### **RECITALS**

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:

#### GENERAL TERMS AND CONDITIONS

- 1. **Purpose.** 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. To prepare food for the ongoing nutrition program, and to store and install equipment related to the provision of services for the food program;
  - b. To utilize the designated serving area and consumption area for the patrons of the nutrition program;
  - c. To utilize a designated preparation area to provide meals to be delivered off site; and
  - d. To utilize a designated area to conduct daily administrative tasks and store administrative supplies.
- 2. **Term.** This lease shall run from January 1 of 2025 and terminating on December 31 of 2025.
- 3. <u>Fees.</u> LSS will pay to the City as rent for said premises the sum of \$475 per month 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 last day of the month from January 1, 2025 to December 31, 2025. 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. <u>Allowable Uses.</u> LSS shall be allowed the following uses of the premises:
  - a. Kitchen located in the Adult Community Center from the hours of 7:00 a.m. to 1:00 p.m.
  - b. <u>Dining Room</u> located in the Adult Community Center from the hours of 7:00 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.
  - c. Additional Use Space LSS may utilize the area adjacent to the dining room and kitchen to store food, administrative supplies and equipment, among other items in support of the kitchen and meal service activities. This area will be shared with the ACC on an as needed basis
  - d. <u>Proof of Inspections</u> LSS shall provide the City with a copy of all inspections to which LSS is subject in compliance with state law within ten (10) days of receiving the inspection report.

- 5. <u>Building Access</u>. The City will issue keycards to LSS Staff for entry into the Adult Community Center. LSS staff shall be responsible for lost, unreturned, and/or damaged keycards. The replacement fee shall be \$10.00 dollars per card. Key cards assigned to LSS may only be used by the LSS assigned staff unless the City provides express permission for the transfer in writing. Unauthorized key card transfer is strictly prohibited and will be considered a material breach of this Agreement subject to any applicable remedies. LSS shall be responsible for any costs incurred due to an unauthorized key transfer, including but not limited to re-keying of the premises.
- 6. Insurance. LSS will provide general liability insurance for personal injury and property damage in at least the minimum amount of \$1,000,000 Per Claim, and \$3,000,000 Aggregate. LSS shall list City as "additional insured" on said Policy and shall provide the City with proof of such coverage. LSS shall provide any and all worker's compensation insurance required by law for the coverage of its employees, agents, volunteers and servants. It is specifically understood by and between the parties that all times under this agreement and all employees, agents, volunteers 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.
- 7. **Indemnification**. LSS shall defend, indemnify, and hold harmless the City, its officers, employees, contractors, and agents against any and all claims, demands, actions or causes of action of whatsoever kind arising or resulting either directly or indirectly from the use, occupancy, or licensing of the Center by LSS, its sublicensee, contractors, subcontractors, agents, officers, volunteers or employees. To the fullest extent permitted by law and subject to the limit of liabilities establishes in Chapter 466 of the Minnesota Statutes, the City shall defend, indemnify, and hold LSS, its officers, employees, contractors, and agents against any and all claims, demands, actions or causes of action of whatsoever kind arising or resulting either directly or indirectly from Adult Community Center's negligent acts or omissions.
- 8. Equipment. LSS will insure all equipment belonging to them in amounts and under terms sufficient so as 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. City and Third-Party Equipment Use. 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.
  - a. Equipment Maintenance and Repair. Other than as provided in Section b., LSS shall at all times be responsible for the maintenance, repair and replacement of equipment belonging to LSS or belonging to the City and used by LSS. LSS shall keep LSS-owned and City-owned but LSS used equipment in a safe and sanitary condition and shall be responsible for custodial activity associated with and resulting from their meals program. The entire rental area that is used by LSS must be cleaned on a daily basis by LSS after use by LSS. To the extent the City begins renting out the rental area to other individuals or groups, the parties may separately, by mutual consent, agree to an allocation of costs for maintenance, repair and replacement of equipment belonging to the City and used by LSS to decrease LSS responsibility for the entire cost of the maintenance, repair and replacement of equipment belonging to the City and used by LSS.
  - b. <u>City-Owned Equipment.</u> LSS may use certain equipment owned by the City of Marshall and included in the list attached as Exhibit A. The City will have responsibility for maintenance or replacement from normal wear and tear of the city -owned equipment listed in Exhibit A, as needed by the City of Marshall. LSS shall be solely responsible for repair or replacement of city owned equipment listed both in Exhibit A and any other city owned equipment used by LSS, when the necessary repair or replacement of the equipment arises out of the negligent use or intentional damage by LSS or their employees, agents, volunteers or representatives. The City shall be

- responsible for repair or replacement of LSS owned equipment when the necessary repair or replacement of equipment arises out of the negligent or intentional damage by the City or the ACC, or their employees, agents, volunteers, invitees or other representatives.
- c. <u>Equipment Security</u>. In the event the City rents the Adult Community Center Kitchen to a party other than LSS, LSS shall secure their equipment in such a manner as to not be accessible by anyone other than LSS or City Staff. The City is not responsible for any lost, stolen, or damaged LSS equipment not secured prior to third-party rental and use of the kitchen.
- 9. <u>Custodial Responsibilities</u>. The City shall be responsible for and provide necessary and reasonable maintenance and custodial services in and around the Adult Community Center. Spaces used and rented by LSS must be cleaned by LSS employees or volunteers on a daily basis and in compliance with any requirements under LSS' certification from the Department of Health. In those instances when the City has to provide daily custodial service because LSS did not perform daily cleaning after LSS had used the space, then the City will charge LSS an hourly custodial fee of \$55/hour, to billed only in hour increments.

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- 10. <u>Applicable Laws, Rules, and Regulations</u>. LSS leadership and staff shall adhere to all applicable local, state, and federal laws and regulations. LSS leadership and Staff shall adhere to all applicable food safety laws and regulations. LSS leadership and staff shall adhere to the LSS and City Codes of Conduct and Performance and Conduct Standards respectively. If there are conflicts between the LSS and City codes of conduct, LSS Code of Conduct shall control for LSS employees and volunteers.
- 11. <u>Assignment and Subletting Prohibited</u>. 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.
- 12. <u>Amendment</u>. Notwithstanding any other provision hereof, the parties hereto may by mutual consent and in writing agree to modifications and additions hereto.
- 13. **Termination.** This agreement may be terminated prior to expiration of the term hereof as follows:
  - a. By Mutual written agreement of the Parties; or
  - b. Upon a Material Breach of the Agreement by the other party (the Breaching Party). A material breach occurs when a 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. <u>By at Least 60 Days Written Notice</u>. Either party shall provide a minimum of at least 60 days written notice prior to the effective date of termination.
- **14.** <u>Breach</u>. In the event of a material breach as outlined in Paragraph 12(c), the Parties may pursue any and all available remedies at law or in equity under the laws of State of Minnesota. All available remedies in this Agreement or by law shall be cumulative, and the exercise of one right or remedy by the applicable party shall not impair its right to exercise any other right or remedy.
- 15. <u>Surrender</u>. In the event the Parties terminate this Agreement with no intent to renew, LSS shall peaceably surrender the leased space and remove all debris and personal property from the leased space. LSS shall not

Document Number: 984902

remove any of the improvements, City-owned appliances, equipment, or fixtures. LSS shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the final termination of this Agreement or LSS' surrender of the leased space. The City may dispose of all abandoned debris and personal property. LSS shall be responsible for any disposal costs.

16. <u>Notice</u>. 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: For LSS

Adult Community Center Coordinator SCC

107 South 4<sup>th</sup> Street Marshall, MN 56258 (507) 537-6120 Attn: JC Williams 3101 South Frontage Road Suite 100

Moorhead, MN 56560

(218) 233-7521

LSS

17. <u>Data</u>. Where applicable, LSS agrees to abide strictly by Chapter 13, Minnesota Government Data Practice Act (MGDPA), and in particular Minn. Stat.§§ 13.05, subd. 6 and 11; and 13.37, subd. 1 (b) and Minn. Stat §§ 138.17 and 15.17. All of the data created, collected, received, stored, used, maintained, or disseminated by the LSS in performing functions under this Agreement is subject to the requirements of the MGDPA and LSS must comply with those requirements as if it were a governmental entity. If any provision of this Agreement conflicts with the MGDPA or other Minnesota state laws, state law shall control. LSS duties and obligations within this section shall survive the expiration of this Agreement.

- 18. <u>Entire Agreement</u>. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- 19. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- 20. <u>Waiver</u>. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- 21. <u>Savings Clause</u>. If a court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- **22. Rent Abatement.** Except for if caused by the wrongful acts of LSS, if the Premises is rendered unusable by fire or other casualty, and this lease is not terminated, the following conditions shall apply:
  - a. **Abatement Period.** LSS shall be entitled to a full abatement of the Base Rent from the date of the casualty event until the City has substantially completed the repair and restoration work at the Premises to enable LSS to prepare, private or offer consumption of meals on-site at the ACC unless the parties mutually agree on a different space in city-controlled property for LSS to use during the repair and restoration.
  - b. **Force Majeure.** In the event that LSS is unable to occupy the premises due to a force majeure event, including but not limited to natural disasters, government-imposed restrictions, or other events beyond LSS' control, LSS shall be entitled to rent abatement for the duration of such event. LSS must notify Adult Community Center in writing within 3 days of the occurrence of the force majeure event to qualify for this additional abatement.

- c. **Premises Unavailable.** If the Premises are not delivered to LSS in a condition suitable for occupancy by the Lease Commencement Date, LSS shall receive a rent abatement equal to one day of Base Rent for each day of delay until the Premises are delivered in a tenantable condition.
- d. **Rent Abatement Documentation.** LSS shall provide the Adult Community Center with any documentation reasonably requested to substantiate the conditions warranting rent abatement, except where such documentation is not feasible due to the nature of the event.

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

CITY (	OF MARSHALL, MINNESOTA	LUTHI	ERAN SOCIAL SERVICES
Print:		Print:	Amy Vajgrt
Ву:	Mayor, City of Marshall	By: Author	Amy Vajgrt ized Representative
		Title:	Senior Director Meals
Date:		Date: _	1.22.25
ATTES	STED TO:		
City Cl	lerk		
Date: _	1-15-25		
ADUL	T COMMUNITY CENTER COMMISSION		
Print: By:	Dexisin A. Leck  Adult Community Center Commission		

Date: (-15-25



### CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, January 28, 2025
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Consider Request of the Marshall Downtown Business Association for the St. Patrick's Day Parade on Saturday- 03/15/2025
Background Information:	The City has received a request from the Marshall Downtown Business Association for street closure from 2:00 pm-4:00 pm for the annual St. Patrick's Day Parade on Saturday, March 15, 2025 at 3:00 pm.
	The parade will start at Main Street & 1 <sup>st</sup> Street (Casey's corner) and proceed west to corner of Main Street & 5 <sup>th</sup> Street (Wooden Nickel corner).
	The request to Mn/DOT for street closure will be from 2:00 pm to 4:00 pm allowing the Street Department to set up and take down the detour. In addition, the Marshall Police Department has requested that the Chamber provides a minimum of four volunteers to assist with the event. Last year, Marshall Police had 7 officers on duty to assist with the parade.
	Upon approval of the City Council, the request will be forwarded to Mn/DOT for their consideration and approval.
Fiscal Impact:	Staff time.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the annual St. Patrick's Day Parade to be held on Saturday, March 15, 2025, subject to Mn/DOT approval of detour and issuance of permit.

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

Applicant Name: Marshall Do	owntown Business As	sociation
Applicant Address: 317 West		
Contact Person: Mavi Valenti		Cell#: 507-532-4484
Address of Request: West Mai	n Street	
Reason for Request: Saint Pat	rick's Day Parade	
Start Date of Request: 03/15/20	)25	Start Time: 2:00pm am/pm
End Date of Request: 03/15/20	025	End Time: 4:00pm am/pm
Brief Description of Area Requested	l for Private Use/Closure (attach n	nap):
Corners of South and North 1st S	Street and Main Street to corne	rs of South and North 5th Street
Does the request involve Mn/DOT F	Right-of-Way? Yes	No
		all damages or injury to all persons, lting from or in any manner connected
	ng claims for which the City may b	rom all such claims including, without be or may be claimed to be liable, and s this paragraph.
The Applicant will be responsible activities, damages payable upon rec		lic property as a result of the event
		oriate traffic control devices during the the Minnesota Manual on Uniform
Rights of Way.	cials will obey all Minnesota Lav	ws pertaining to the use of Highway
2. The event officials will not enforcement officers to con	ify the Minnesota State Patrol of the highway	e proposed event and will provide law traffic affected by the event.
1/13/25	Maria Valentin	gitally signed by Maria Valentin te: 2025.01.13 10:13:30 -06'00'
Date	Signature of Applicant	

**CLICK TO SEND TO PUBLIC WORKS** 

Item 4. Page 19

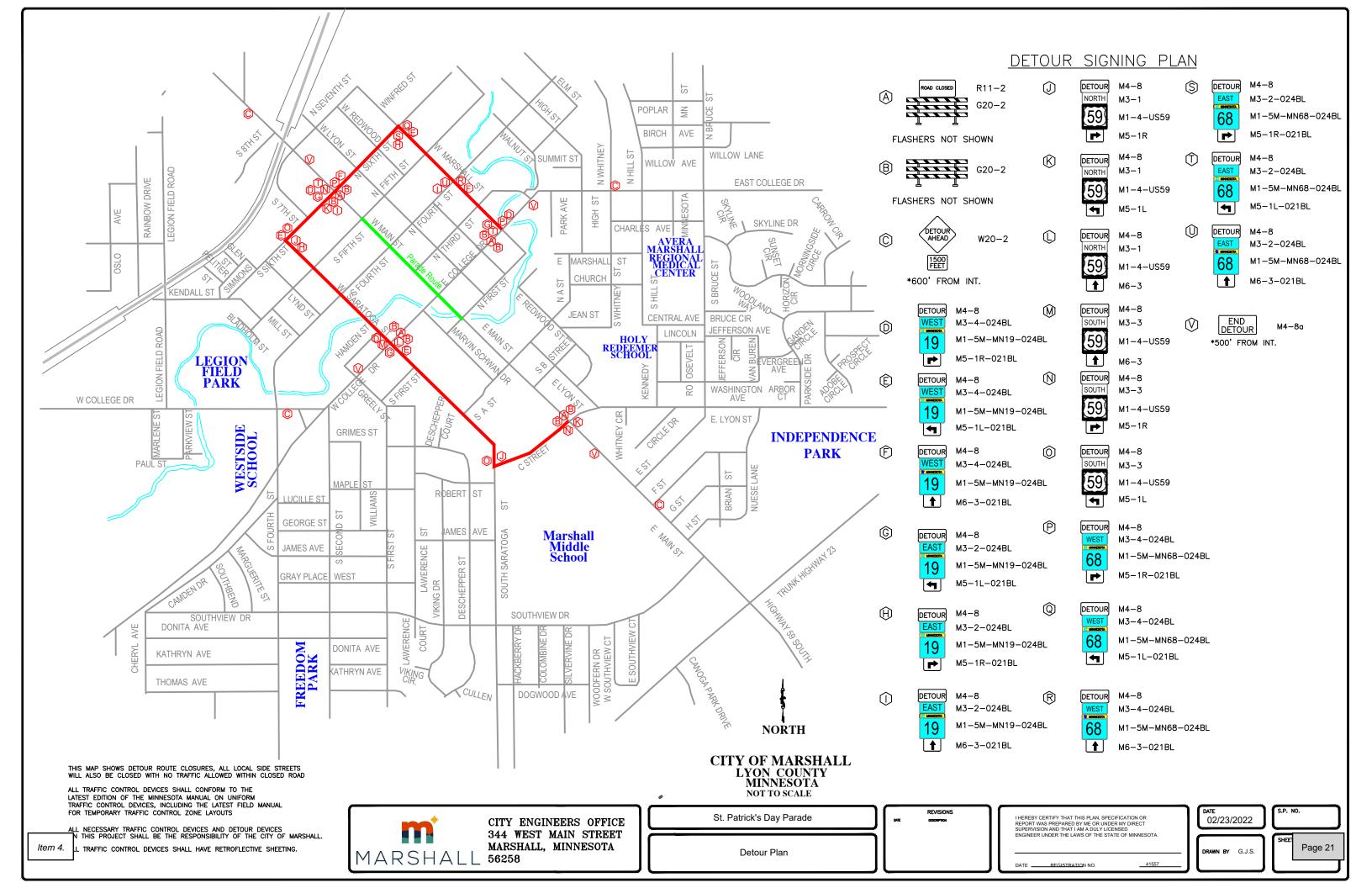
#### RECOMMENDATION

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

RECOMMENDATION:	
Special Provisions:	
Date	Director of Public Works/City Engineer
=========	=======================================
PRIVATE U	PERMIT FOR USE OF PUBLIC STREETS (RIGHTS-OF-WAY) AND PARKING LOTS
According to Section 62-6 Marshall this d	of the Code of Ordinances, permit granted by the Common Council of the City of ay of, 20
ATTEST:	
City Clerk	Mayor of the City of Marshall, MN
Attachments	
Copies to: Director of Pu	olic Safety James Marshall

Minnesota Department of Transportation

Item 4.





### CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Karla Drown
Meeting Date:	Tuesday, January 28, 2025
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage 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.

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### **Check Report**

Marshall, MN MARSHALL

By Vendor Name

Date Range: 01/11/2025 - 01/24/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	01/15/2025	EFT	0.00	653.93	
4193	A & C EXCAVATING	01/17/2025	Regular	0.00	6,273.40	
6940	ALLIANCE SOURCE TESTING, LLC	01/24/2025	EFT	0.00	9,750.00	
5959	ALPHA TRAINING, TACTICS & SALES LLC	01/24/2025	EFT	0.00	2,935.88	
0578	AMAZON CAPITAL SERVICES, INC.	01/17/2025	EFT	0.00	1,478.84	
0578	AMAZON CAPITAL SERVICES, INC.	01/24/2025	EFT	0.00	1,363.95	
0581	AMERICAN ENGINEERING TESTING, INC	01/24/2025	EFT	0.00	3,200.00	
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILI	01/15/2025	EFT	0.00		18918
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILI		EFT	0.00	180.15	
7395	7.11 2 2 3 7 3 7 1 1 1 1 1 1 2 1 1 3 7 3 3 1 1 1 1 1 1 2 1 1 1 1 1 2 1 1 1 1 2 1 1 1 1 1 2 1 1 1 1 1 2 1 1 1 1 1 2 1		EFT	0.00		18937
7190	AQUATIC INFORMATICS, INC.	01/24/2025	Regular	0.00	3,429.00	
0630	ARCTIC GLACIER U.S.A., INC	01/24/2025	Regular	0.00		125498
6883	AT&T MOBILITY II LLC	01/17/2025	Regular	0.00		125470
7862	BARRIENTES, SANDRA	01/24/2025	Regular	0.00		125499
0688	BELLBOY CORPORATION	01/24/2025	EFT	0.00	12,003.63	
0689	BEND RITE CUSTOM FABRICATION, INC.	01/17/2025	Regular	0.00	2,563.46	
0689	BEND RITE CUSTOM FABRICATION, INC.	01/24/2025	Regular	0.00	2,570.95	
0699	BEVERAGE WHOLESALERS, INC.	01/17/2025	Regular	0.00	16,600.90	
0699	BEVERAGE WHOLESALERS, INC.	01/24/2025	Regular	0.00	23,972.42	
7228	BITCO GENERAL INSURANCE CORPORATION	01/17/2025	Regular	0.00	326,172.00	
7863	BLOCK 11 MARSHALL, LLC	01/24/2025	Regular	0.00	6,382.48	
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/17/2025	Bank Draft	0.00	,	DFT0004716
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/17/2025	Bank Draft	0.00	•	DFT0004717
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/17/2025	Bank Draft	0.00	•	DFT0004729
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/17/2025	Bank Draft	0.00	· ·	DFT0004730
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/17/2025	Bank Draft	0.00	•	DFT0004750
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/17/2025	Bank Draft	0.00	· ·	DFT0004751
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/17/2025	Bank Draft	0.00	· ·	DFT0004781
6163	BLUE LINE SHARPENING & SALES	01/17/2025	EFT	0.00	1,722.86	
0724	BOLTON & MENK INC	01/17/2025	EFT	0.00	15,934.50	
0018	BORDER STATES INDUSTRIES, INC.	01/17/2025	EFT	0.00		18940
0018	BORDER STATES INDUSTRIES, INC.	01/24/2025	EFT	0.00	813.45	
2608	BOTTOM OF THE 9TH, INC	01/24/2025	Regular	0.00	723.25	125503
3829	BRAU BROTHERS	01/17/2025	EFT	0.00		
3829	BRAU BROTHERS	01/24/2025	EFT	0.00	440.50	
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF		EFT EFT	0.00	1,159.98 1,628.02	
4457 6539	BREAKTHRU BEVERAGE MINNESOTA WINE & SF			0.00	•	
	BREMER BANK	01/14/2025	Regular Bank Draft	0.00 0.00	2,993.11	
6539	BREMER BANK	01/14/2025 01/14/2025			•	DFT0004773
5070 5696	BRODART CO	01/14/2025	Regular EFT	0.00 0.00	3,165.00	125465
0186	BROTHERS FIRE PROTECTION	01/24/2025	EFT	0.00	239.97	
6744	BRUNSVOLD, QUENTIN	01/24/2025	EFT	0.00	3,208.57	
0802	C&L DISTRIBUTING	01/17/2025	EFT	0.00	5,563.49	
0815	CARLSON & STEWART REFRIGERATION, INC.	01/17/2025	EFT	0.00	1,002.50	
0815	CATTOOR OIL COMPANY, INC	01/24/2025	EFT	0.00	5,883.15	
0239	CATTOOR OIL COMPANY, INC	01/17/2025	EFT	0.00	110.00	
5351	CAUWELS, ROGER	01/15/2025	EFT	0.00		18919
2034	CHANGE FUND	01/17/2025	Regular	0.00		125478
0836	CHANGE FUND	01/17/2025	EFT	0.00		18946
0836	CHARTER COMMUNICATIONS, LLC	01/24/2025	EFT	0.00	111.53	
7127	CHARTER COMMUNICATIONS, LLC	01/24/2025	EFT	0.00	2,900.00	
5733	CIVICPLUS, LLC	01/24/2025	EFT	0.00	414.65	
5733	CLARITY TELECOM, LLC	01/17/2025	EFT	0.00	2,778.99	
3.33	CLARITY TELECOM, LLC	01,11,2023		0.00	2,770.33	200 17

Check Report Date Range: 01/11/2025 - 01/24/2025

Check Report		Date Range: 01/11/2025 - 01/24/				
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5733	CLARITY TELECOM, LLC	01/24/2025	EFT	0.00	501.61	19013
7183	CLOVER	01/13/2025	Bank Draft	0.00	14.95	DFT0004774
0860	CMI, INC	01/24/2025	EFT	0.00	101.58	19014
5513	COLLABORATIVE SUMMER LIBRARY PROGRAM	01/15/2025	EFT	0.00	335.81	18921
7394	CRESTED RIVER CANNABIS COMPANY	01/17/2025	EFT	0.00	2,290.00	18948
5545	CROW RIVER WINERY	01/24/2025	Regular	0.00	508.20	125504
6508	CROWN UNDERGROUND	01/24/2025	Regular	0.00	2,000.00	125505
0919	CRYSTEEL TRUCK EQUIPMENT INC	01/17/2025	EFT	0.00	64.00	18949
0934	D & G EXCAVATING INC	01/17/2025	EFT	0.00	77,689.57	18950
0934	D & G EXCAVATING INC	01/24/2025	EFT	0.00	400.00	19015
3819	DACOTAH PAPER CO	01/15/2025	EFT	2.58	255.36	18922
3819	DACOTAH PAPER CO	01/17/2025	EFT	17.42	1,725.05	18951
3819	DACOTAH PAPER CO	01/24/2025	EFT	47.53	4,704.52	19016
7102	DAHLHEIMER BEVERAGE	01/17/2025	EFT	0.00	1,902.75	18952
0948	DAKOTA RIGGERS & TOOL SUPPLY INC	01/24/2025	EFT	0.00	75.30	19017
0950	DAKTRONICS INC	01/17/2025	EFT	0.00	3,375.00	18953
5031	DASH MEDICAL GLOVES, LLC	01/24/2025	EFT	0.00	173.23	19018
4573	DEMCO	01/15/2025	EFT	0.00	119.97	18923
7657	DEX SUSTAINABLES INC	01/17/2025	Regular	0.00		125479
0993	DIRECT DIGITAL CONTROL, INC	01/17/2025	EFT	0.00	17,736.00	
5731	DOLL DISTRIBUTING LLC	01/17/2025	EFT	0.00	9,567.72	18955
5731	DOLL DISTRIBUTING LLC	01/24/2025	EFT	0.00	13,162.41	19019
7181	ENTERPRISE FLEET MANAGEMENT TRUST	01/20/2025	Bank Draft	0.00	· ·	DFT0004785
5917	EQUIPMENT BLADES INC	01/24/2025	EFT	0.00	627.52	
6700	EYEMED VISION CARE	01/16/2025	Bank Draft	0.00		DFT0004632
6700	EYEMED VISION CARE	01/16/2025	Bank Draft	0.00		DFT0004633
6700	EYEMED VISION CARE	01/16/2025	Bank Draft	0.00		DFT0004634
6700	EYEMED VISION CARE	01/16/2025	Bank Draft	0.00		DFT0004670
6700	EYEMED VISION CARE	01/16/2025	Bank Draft	0.00		DFT0004671
6700	EYEMED VISION CARE	01/16/2025	Bank Draft	0.00		DFT0004672
6700	EYEMED VISION CARE	01/16/2025	Bank Draft	0.00		DFT0004749
1090	FASTENAL COMPANY	01/24/2025	EFT	0.00	374.90	
1122	FLAHERTY & HOOD, P.A.	01/17/2025	EFT	0.00	12,500.00	
3772	FRONTIER PRECISION	01/24/2025	EFT	0.00	2,781.00	
1201	GRAINGER INC	01/17/2025	EFT	0.00		18957
1201	GRAINGER INC	01/24/2025	EFT	0.00	400.95	
1208	GREAT PLAINS NATURAL GAS COMPANY	01/24/2025	Regular	0.00		125506
6933	HADRONEX	01/17/2025	EFT	0.00	8,560.00	
1256	HAWKINS INC	01/24/2025	EFT	0.00	26,973.05	
1199	HEARTLAND TIRE	01/24/2025	EFT	0.00	1,195.32	
5408	HERITAGE POINTE PARTNERS LLC	01/24/2025	Regular	0.00	23,323.16	
1325	ICMA RETIREMENT TRUST #300877	01/17/2025	EFT	0.00		18959
1343 4552	INDEPENDENT LUMBER OF MARSHALL INC	01/17/2025 01/15/2025	EFT EFT	0.00 0.00	4,974.48	
6936	INGRAM LIBRARY SERVICES	01/13/2023	EFT	0.00	1,362.22 3,300.00	
1358	INTEGRITY EMPLOYEE BENEFITS, LLC	01/24/2025	Bank Draft	0.00	· ·	DFT0004768
1358	INTERNAL REVENUE SERVICE	01/17/2025	Bank Draft	0.00	•	DFT0004769
1358	INTERNAL REVENUE SERVICE	01/17/2025	Bank Draft	0.00	· ·	DFT0004703
6540	INTERNATIONAL CUENTEY LLC	01/17/2025	EFT	0.00	1,055.13	
2064	INTERNATIONAL CHEMTEX, LLC JOHN DEERE FINANCIAL	01/24/2025	EFT	0.00	261.09	
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/17/2025	EFT	0.00	7,223.80	
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/24/2025	EFT	0.00	15,203.26	
2036	JOHNSON BROTHERS LIQUOR COMPANY	01/17/2025	EFT	0.00	4,528.90	
2036	JOHNSON BROTHERS LIQUOR COMPANY	01/24/2025	EFT	0.00	17,107.31	
2605	JOHNSON BROTHERS LIQUOR COMPANY	01/17/2025	EFT	0.00	1,243.92	
2605	JOHNSON BROTHERS LIQUOR COMPANY	01/24/2025	EFT	0.00	9,139.78	
5447	JOHNSON BROTHERS LIQUOR COMPANY	01/17/2025	EFT	0.00	1,027.60	
5447	JOHNSON BROTHERS LIQUOR COMPANY	01/24/2025	EFT	0.00	882.25	
3717	JOHNSON, DANIEL	01/17/2025	EFT	0.00	179.95	
5739	KELLEHER, KEVIN J	01/17/2025	EFT	0.00	295.00	
7860	KELLY, NATASHA	01/24/2025	Regular	0.00		125508
		. ,	<u> </u>	5	222.30	

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Check Report Date Range: 01/11/2025 - 01/24/2025

Check Report				Da	te Range: 01/11/202	25 - 01/24/2025
Vendor Number	Vendor Name	Payment Date	Payment Type	<b>Discount Amount</b>	Payment Amount	Number
1417	KENNEDY & GRAVEN, CHARTERED	01/17/2025	EFT	0.00	525.00	18967
4140	KRUSE FORD-LINCOLN-MERCURY, INC	01/17/2025	EFT	0.00	423.34	18968
6629	KURITA AMERICA INC	01/24/2025	EFT	0.00	1,665.00	19034
3653	LANGUAGE LINE SERVICES	01/17/2025	EFT	0.00	961.52	18969
6874	LARSEN, ANITRA	01/14/2025	Regular	0.00	99.00	125466
1481	LEAGUE OF MINNESOTA CITIES	01/17/2025	EFT	0.00	16,640.00	18970
7538	LOCALITY MEDIA, INC	01/24/2025	Regular	0.00	•	125509
1508	LOCKWOOD MOTORS INC	01/17/2025	EFT	0.00		18971
3969	LOUWAGIE, RAYMOND	01/24/2025	EFT	0.00	286.00	
7360	LUMEN TECHNOLOGIES/CENTURY LINK	01/24/2025	Regular	0.00	1,200.00	
3065	LUTHER, ERIC	01/17/2025	EFT	0.00	•	18972
1531	LYON COUNTY AUDITOR-TREASURER	01/17/2025	EFT	0.00	621.90	
1531	LYON COUNTY AUDITOR-TREASURER	01/24/2025	EFT	0.00	22,394.78	
1548	LYON COUNTY LANDFILL	01/24/2025	EFT	0.00	· ·	19037
1555	LYON-LINCOLN ELECTRIC COOPERATIVE INC	01/17/2025	Regular	0.00		125480
6292	MADDEN, GALANTER, HANSEN, LLP	01/24/2025	EFT	0.00	2,645.46	
1604	MARSHALL AREA CHAMBER OF COMMERCE	01/17/2025	EFT	0.00	300.00	
1620	MARSHALL FLORAL	01/17/2025	EFT	0.00		18975
1623	MARSHALL INDEPENDENT, INC	01/17/2025	Regular	0.00		125481
5813	MARSHALL LUMBER CO	01/17/2025	EFT	0.00		18976
5813		01/24/2025	EFT	0.00	195.95	
1631	MARSHALL LUMBER CO	01/24/2025	EFT	0.00		19040
1633	MARSHALL MACHINE SHOP INC MARSHALL MUNICIPAL UTILITIES	01/15/2025	EFT	0.00	3,073.31	
1633	MARSHALL MUNICIPAL UTILITIES	01/17/2025	EFT	0.00	13,075.33	
1633		01/24/2025	EFT	0.00	2,296.75	
1635	MARSHALL MUNICIPAL UTILITIES	01/17/2025	EFT	2.16	481.46	
1637	MARSHALL NORTHWEST PIPE FITTINGS INC MARSHALL PUBLIC SCHOOLS	01/17/2025	EFT	0.00	11,247.21	
1637		01/24/2025	EFT	0.00	3,515.27	
1649	MARSHALL PUBLIC SCHOOLS	01/17/2025	Regular	0.00	· ·	125482
5139	MARSHALL TRUCK SALVAGE INC.	01/17/2025	EFT	0.00	169.90	
7077	MATHESON TRI-GAS INC	01/17/2025	Bank Draft	0.00		DFT0004762
7077	MEDSURETY, LLC	01/17/2025	Bank Draft	0.00	•	DFT0004767
7077	MEDSURETY, LLC MEDSURETY, LLC	01/17/2025	Bank Draft	0.00	•	DFT0004772
7077	MEDSURETY, LLC	01/13/2025	Bank Draft	0.00		DFT0004775
7077	MEDSURETY, LLC	01/13/2025	Bank Draft	0.00		DFT0004776
7077	MEDSURETY, LLC	01/13/2025	Bank Draft	0.00	•	DFT0004777
7077	MEDSURETY, LLC	01/14/2025	Bank Draft	0.00		DFT0004782
7077	MEDSURETY, LLC	01/17/2025	Bank Draft	0.00		DFT0004783
7077	MEDSURETY, LLC	01/17/2025	Bank Draft	0.00		DFT0004784
4980	•	01/15/2025	EFT	0.00	-	18926
4980	MENARDS INC MENARDS INC	01/17/2025	EFT	0.00	138.79	
4980	MENARDS INC	01/24/2025	EFT	0.00	689.02	
1859	MID-STATES ORGANIZED CRIME INFORMATION		EFT	0.00	150.00	
5925	MIDWEST TAPE	01/15/2025	EFT	0.00	5,500.00	
1757	MINNESOTA CHILD SUPPORT PAYMENT CENTER		Bank Draft	0.00		DFT0004760
1757	MINNESOTA CHILD SUPPORT PAYMENT CENTER		Bank Draft	0.00		DFT0004761
0095	MINNESOTA CITY/COUNTY MANAGERS ASSOCIA		Regular	0.00		125483
4095	MINNESOTA CITT/COUNTY MANAGERS ASSOCIA	01/17/2025	Regular	0.00		125484
1818	MINNESOTA DEPARTMENT OF REVENUE	01/17/2025	Bank Draft	0.00		DFT0004771
1818	MINNESOTA DEPARTMENT OF REVENUE	01/17/2025	Bank Draft	0.00	·	DFT0004780
1764		01/17/2025	Regular	0.00	•	125485
1805	MINNESOTA MAYORS ASSOCIATION	01/17/2025	Regular	0.00		125486
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATION		EFT	0.00	7,069.00	
1658	MINNESOTA MUNICIPAL UTILITIES ASSOCIATION MINNESOTA RECREATION AND PARK ASSOCIAT		Regular	0.00	· ·	125511
7180	MINNESOTA RECREATION AND PARK ASSOCIATE		Regular	0.00		125511
3669	MINNESOTA SOCIETY OF CERTIFIED POBLIC ACC	01/17/2025	Bank Draft	0.00		DFT0004765
1839		01/24/2025	EFT .	0.00	264.80	
6665	MINNESOTA VALLEY TESTING LABS INC	01/24/2025	Regular	0.00		125513
2512	MISTER COOL'S CLOTHING, INC NATIONWIDE RETIREMENT	01/24/2025	Bank Draft	0.00		DFT0004755
6032		01/24/2025	Regular	0.00		125514
4853	NELSON, CAROL	01/15/2025	EFT	0.00		18928
.000	NEMES, PAULA	, -0, 2025	·	0.00	00.50	_00_0

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Check Report				Da	te Range: 01/11/202	25 - 01/24/2025
Vendor Number	Vendor Name	<b>Payment Date</b>	Payment Type	<b>Discount Amount</b>	Payment Amount	Number
1938	NEWMAN SIGNS	01/17/2025	EFT	0.00	520.36	18983
1938	NEWMAN SIGNS	01/24/2025	EFT	0.00	22.44	19046
1945	NORMS GTC	01/17/2025	Regular	0.00	659.96	125487
1945	NORMS GTC	01/24/2025	Regular	0.00	120.30	125515
7632	NOTHING BUT HEMP	01/17/2025	EFT	0.00	1,080.00	18984
6463	OFFICE OF MNIT SERVICES	01/17/2025	Regular	0.00	709.62	125488
5891	ONE OFFICE SOLUTION	01/15/2025	EFT	0.00	23.75	18929
5891	ONE OFFICE SOLUTION	01/24/2025	EFT	0.00	87.94	19047
3809	O'REILLY AUTOMOTIVE STORES, INC	01/17/2025	EFT	0.00	8.49	18985
3809	O'REILLY AUTOMOTIVE STORES, INC	01/24/2025	EFT	0.00	792.90	19048
7861	OWATONNA GYMNASTICS CLUB	01/24/2025	Regular	0.00		125516
3597	PAAPE DISTRIBUTING CO	01/15/2025	EFT	0.00	180.00	
5205	PAINTED PRAIRIE VINEYARD, LLC	01/24/2025	EFT	0.00	828.00	
1243	PATZERS INC	01/17/2025	EFT	0.00		18986
2019	PAUSTIS WINE COMPANY	01/24/2025	EFT	0.00	1,960.25	
5707	PAYPAL INC	01/15/2025	Bank Draft	0.00		DFT0004778
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	01/17/2025	EFT	0.00	115.50	
2028	PERA OF MINNESOTA REG	01/17/2025	Bank Draft	0.00	· ·	DFT0004763
7053	PERFORMANCE FOOD GROUP, INC.	01/24/2025	EFT	0.00		19051
7858	PETERSEN, LARRY	01/17/2025	Regular	0.00		125489
4548	PLUM CREEK LIBRARY SYSTEM	01/15/2025	EFT	0.00	138.90	
2049	PLUNKETTS PEST CONTROL INC	01/24/2025	EFT	0.00		19052
6166	PULVER MOTOR SVC, LLC	01/24/2025	EFT	0.00		19053
7322	QUADIENT FINANCE USA, INC	01/24/2025	EFT	0.00	628.82	
5965	R&R SPECIALTIES INC	01/24/2025	EFT	0.00	730.20	
6355	REVIZE, LLC	01/24/2025	EFT	0.00	2,400.00	
5940	RINK SYSTEMS	01/24/2025	EFT	0.00	473.00	
0707	ROADSIDE DEVELOPERS INC	01/14/2025	Regular	0.00	6,752.88	
0707	ROADSIDE DEVELOPERS INC	01/24/2025	Regular	0.00		125517
5867	ROUND LAKE VINEYARDS & WINERY	01/24/2025	EFT	0.00	150.00	
2201	RUNNING SUPPLY, INC	01/24/2025	EFT EFT	0.00 0.00	708.56	18932
6286	SCHWEGMAN'S CLEANERS, LLP	01/15/2025				
5275 4855	SEIVERT, EVONNE	01/17/2025 01/17/2025	Regular EFT	0.00 0.00	12,523.39	125490
4855	SOUTHERN GLAZER'S WINE AND SPIRITS, LLC	01/17/2025	EFT	0.00	21,286.70	
2311	SOUTHERN GLAZER'S WINE AND SPIRITS, LLC	01/24/2025	EFT	0.00	558.45	
3495	SOUTHWEST GLASS CENTER, INC	01/17/2025	EFT	0.00	1,950.00	
3495	SOUTHWEST MINNESOTA STATE UNIVERSITY SOUTHWEST MINNESOTA STATE UNIVERSITY	01/24/2025	EFT	0.00	250.00	
2318	SOUTHWEST IMMINESOTA STATE UNIVERSITY SOUTHWEST SANITATION INC.	01/15/2025	EFT	0.00	142.68	
7663	SPEEDEE DELIVERY SERVICE, INC	01/24/2025	Regular	0.00		125518
7515	ST. CLOUD STATE UNIVERSITY PACE	01/17/2025	Regular	0.00		125491
7526	STERICYCLE, INC.	01/17/2025	Regular	0.00		125492
7857	SUPERIOR CAPITAL HOLDINGS, INC	01/17/2025	EFT	0.00		18991
7857	SUPERIOR CAPITAL HOLDINGS, INC	01/24/2025	EFT	0.00	33,502.58	
3315	SUSSNER CONSTRUCTION	01/17/2025	EFT	0.00	48,698.29	
1378	SWANSON, GREGG	01/17/2025	EFT	0.00	500.00	
1000	TECH DATA CORPORATION	01/24/2025	EFT	0.00	9,105.90	19063
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	01/17/2025	Regular	0.00	325.00	125493
0875	THE COMPUTER MAN INC	01/24/2025	EFT	0.00	1,108.00	19064
6709	THERMO KING OF SIOUX FALLS INC	01/24/2025	EFT	0.00	223.31	19065
2428	TITAN MACHINERY	01/24/2025	EFT	0.00	1,233.28	19066
2429	TKDA	01/24/2025	EFT	0.00	9,740.76	19067
1423	TRUEDSON, SCOTT	01/17/2025	EFT	0.00	200.45	18994
6699	UNIQUE OPPORTUNITIES MARSHALL, LLC	01/24/2025	EFT	0.00	47,032.75	19068
4402	UPS	01/17/2025	Regular	0.00	7.59	125494
7036	US BANK	01/24/2025	EFT	0.00	5,867,477.24	19069
2511	USA BLUE BOOK	01/24/2025	EFT	0.00	74.85	19072
3443	VALIC DEFERRED COMP	01/17/2025	Bank Draft	0.00	1,258.08	DFT0004756
3443	VALIC DEFERRED COMP	01/17/2025	Bank Draft	0.00	636.16	DFT0004757
6901	VAN METER INC	01/17/2025	EFT	1.74	172.08	18995
4489	VERIZON WIRELESS	01/24/2025	EFT	0.00	1,722.81	19073

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#### Check Report Date Range: 01/11/2025 - 01/24/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	<b>Discount Amount</b>	Payment Amount	Number
4489	VERIZON WIRELESS	01/24/2025	EFT	0.00	39.02	19074
4489	VERIZON WIRELESS	01/24/2025	EFT	0.00	440.11	19075
0164	VESSCO, INC	01/24/2025	EFT	0.00	739.27	19076
6694	VESTIS GROUP, INC.	01/24/2025	Regular	0.00	111.87	125519
2538	VIKING COCA COLA BOTTLING CO.	01/17/2025	EFT	0.00	361.25	18996
2538	VIKING COCA COLA BOTTLING CO.	01/24/2025	EFT	0.00	411.50	19077
4594	VINOCOPIA INC	01/17/2025	EFT	0.00	2,628.50	18997
3605	VOS, HANNA	01/15/2025	EFT	0.00	10.05	18934
6085	VOYA - INVESTORS CHOICE	01/17/2025	Bank Draft	0.00	4,917.93	DFT0004766
6791	WALMART	01/14/2025	Regular	0.00	77.00	125468
6791	WALMART	01/17/2025	Regular	0.00	114.19	125495
6791	WALMART	01/24/2025	Regular	0.00	125.68	125520
7856	WELSH, NIKKI	01/17/2025	Regular	0.00	40.00	125496
7199	YSI, INC.	01/24/2025	EFT	0.00	1,854.00	19078
6082	ZEUG, THOMAS	01/17/2025	EFT	0.00	485.00	18998
2632	ZIEGLER INC	01/24/2025	EFT	0.00	577.27	19079

#### **Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	53	0.00	434,353.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	40	40	0.00	464,096.27
EFT's	313	160	71.43	6,505,845.47
	443	253	71.43	7,404,294.86

### **All Bank Codes Check Summary**

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	90	53	0.00	434,353.12
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	40	40	0.00	464,096.27
EFT's	313	160	71.43	6,505,845.47
	443	253	71.43	7,404,294.86

#### **Fund Summary**

Fund	Name	Period	Amount
999	POOLED CASH FUND	1/2025	7,404,294.86
			7 404 294 86

### CITY OF MARSHALL, MINNESOTA PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS 1/28/2025

PROJECT #:	Coding	DATE		CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2024 Prior Payments	2025 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1 AP-003 ST-012-2024 ST-010 AP-008	494-43300-55120 482-43400-55120 482-43300-55170 482-43300-55170	11/12/2019 2/13/2024 2/27/2024 4/23/2024 12/17/2024	City Hall Renovation SRE Building S Whitney (E College to Jean) Lyon Circle Reconstruction Instrument Landing System	Brennan Companies Sussner Construction D & G Excavating A&C Excavating, LLC Werner Bros. Inc.	5,030,200.00 2,913,100.00 1,565,706.60 161,580.80 360,306.00	749,360.00 42,044.77 (13,663.24)	5,779,560.00 2,913,100.00 1,607,751.37 147,917.56 360,306.00	1,457,511.41 1,530,061.80 120,029.86	77,689.57 12,307.10	48,698.29 6,273.40	11,822.00 79,274.20 - 1,400.10	- 1,327,616.10 - 7,907.10 360,306.00	100.00% 54.43% 100.00% 94.65% 0.00%
					10,030,893.40	777,741.53	10,808,634.93	3,107,603.07		54,971.69	92,496.30	1,695,829.20	



### CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	City Staff Introduction, Stockwell and Contegrity to Give Overview of Project and Request to Advertise				
Meeting Date:	Tuesday, January 28, 2025				
Category:	NEW BUSINESS				
Туре:	ACTION				
Subject:	Authorize the Advertisement of Bids for the Revised Proposed Marshall Aquatic Center				
Background Information:	The Marshall pool has been studied since the early 1930's. Each time, the debate centered on cost, type of facility and amenities. In 1935 the City Council discussed over the course of several years whether to accept funds from the Works Progress Administration (WPA) to build a bathhouse, pool and bandshell. At that time, it meant a city cost-share amount of \$14,252 with the remainder coming from WPA funds. Following debate at multiple City Council meetings and a successful 1936 referendum, in 1937 the WPA project was finally supported. That 1937 main pool is still in use today, however with its known faults and making it one of the oldest pools in Minnesota.  In 1968 when a referendum was held and voted down to update the bathhouse and the				
	swimming facilities, the city was presented with notices from the MN Department of Health informing the city of pool violations that still needed to be corrected. Within two years, the city was obligated to update both the pool and the bathhouse.  A successful 1987 referendum to update the pool gutter system and decking was effective, but only to the basic operations of the pool. Not long after, city officials were still discussing additional needs and amenities necessary for the aquatic center to remain relevant.  In 2008 further debate, including split Council votes, as to the extent of upgrading and improving to correct deficiencies of the aquatic center, ultimately led to a pared down repair project.				
	In 2018, the city studied the current aquatic center. It was found that the current aquatic center has many deficiencies. The structures of both the lap/general use-pool and diving pool have significant cracking and structural deterioration at the gutter joint, internal expansion joints, and wall to floor joints. City staff has documented that the lap/general-use pool and diving pool are currently losing water due to leaks at a rate of 12,000 to 15,000 gallons per day. This is an extreme amount of water loss for a pool vessel. The existing bath house and concessions building suffers from many conditions typical of a building more than 50 years old. It has numerous code compliance issues and many of the building components are inadequate, function poorly or are decayed beyond reasonable repair. The building also has numerous issues in how it serves the users and presents itself to the public. Many areas of the building do not meet the American with Disabilities Act. The mechanical and electrical systems have deteriorated and are in need of repair. Water line breaks are common and waste lines are failing. There is a significant problem of sewer gas entering the shower area of the building and staff have made a makeshift repair that needs replacement. The staff has had to make many repairs to the plumbing systems and these repairs are exposed and add to the poor appearance of the building. Exhaust fans are old and inadequate and provide poor ventilation within spaces.				

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An October 2021 community survey, when respondents were asked an open-ended question to identify additional recreation amenities and programs that the city could offer, the most common responses were related to swimming pools and water parks. The former topic covered responses related specifically to swimming pools and swimming lessons, while the "water park" topic included references to things like splash pads, water slides, and other water features outside of swimming pools. Furthermore, over 90% of survey respondents reinforced the notion that parks are an essential component for quality of life and attracting individuals to live in and visit the Marshall community.

Concepts for the new aquatic center building program were developed with input from city staff and stakeholders. Participants expressed their desire for items such as increased opportunities for younger children, new amenities, an improved bath house, a concessions area in view of the pool area, a splash pad, and more shade. The building program includes aquatic elements that can accommodate a wide age range and program spaces (changing rooms, concessions, and additional parking) that better serve patrons and staff.

A key part of the community survey was garnering public input regarding different funding options the City of Marshall is exploring to help pay for current or new amenities. The community's reaction to an extension of the current sales tax was generally good, with a 74% positive response rate. The city is requesting a sales tax extension - it does not raise taxes. If the sales tax extension fails, a property levy increase would mean a 19% increase in the levy or more. The question of whether to fund the construction of a new aquatic center would be placed on a general election ballot question and the voters of Marshall would be able to vote on the approval of the extension of the sales tax to pay for the new aquatic center.

In May of 2021, the City Council authorized Stockwell Engineering to predesign and provide a schematic design for a new Marshall aquatics center.

In 2022, with key support from our local legislators, Senator Dahms and Representative Swedzinski, special legislation that would have enabled Marshall to extend the current sales tax at the current rate of 0.5% to pay for the costs of a new aquatic center. Unfortunately, the Legislature adjourned in May of 2022 without passing a tax bill that would have included Marshall's special sales tax legislation.

In 2023, the city once again approached our legislators and was able to resubmit the 2022 proposed language with updated cost estimates for the aquatic center from late 2022.

On May 24, 2023, Governor Walz signed into legislation Chapter 64, House File 1938 that authorized the City of Marshall to extend the sales and use tax of one-half of one percent if approved by the voters at an election held on November 7, 2023.

In August of 2023, the City Council, contingent on successful November 7, 2023 referendum, authorized Stockwell Engineering to design, prepare construction documents, and bidding documents for the new aquatic center.

On November 7, 2023, the voters of Marshall were asked the following ballot question:

Shall the City of Marshall be authorized to (a) extend a sales and use tax of one-half of one percent (0.50%) for the purpose of paying the costs of collecting and administering the tax and paying for the construction of a new municipal aquatic center in the City, plus associated bonding costs, including interest on any bonds, and (b) issue its general obligation bonds in an aggregate principal amount not to exceed \$18,370,000, plus the cost of issuing the bonds,

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including interest on the bonds, to finance the construction of a new municipal aquatic center in the City?

The election result: Yes 1,455 (66.44%) No 735 (33.56%)

Following these election results the City Council formed an Aquatic Center Committee to assist Stockwell with design/construction/bidding plans Councilmembers Schafer, Alcorn and Moua Leske have participated on this Committee along with City Staff.

In December of 2023, with the intention of offering residents and local businesses sponsorship and special recognition opportunities, a community led *Jump In, Make A Splash* committee was formed in partnership with the Marshall Community Foundation, and the City of Marshall. The successful referendum held on November 7, 2023, will provide \$18.3 million in funds through the extension of the sales tax in Marshall, but additional commitments will help support further amenities such as a body slide flume, lily pad water walk, climbing wall and more shade structures. All donations are being made to the Marshall Community Foundation, who is serving as the fiscal agent for the project and managing the aquatic center fund. To date, the fundraising committee has reported just over \$600,000 received or pledged towards the new aquatic center.

On August 29, 2024, the city opened bids for the Marshall Aquatic Center project. Due to higher than estimated bids being received, at the September 10, 2024, City Council rejected the bids and gave authorization and direction to staff to explore construction management services for the aquatic center.

On September 10, 2024, City Council gave authorization and direction to staff to explore construction management services for the aquatic center following rejecting bids due to being approximately \$6 million over engineers estimate.

At the September 24, 2024 Council meeting, the Council authorize staff to finalize an agreement with Contegrity Group, Inc.

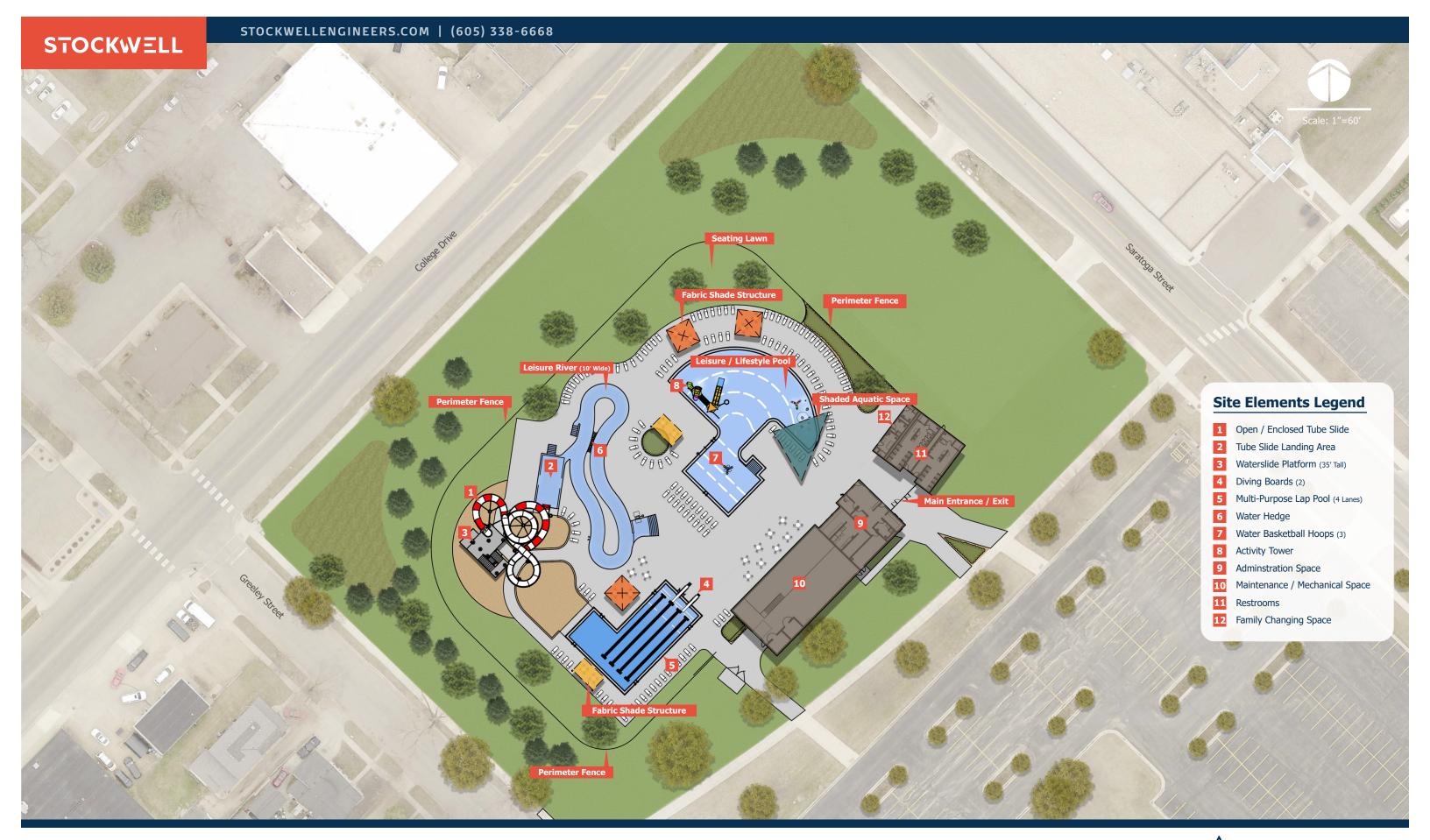
On December 10, 2024, the City Council authorized the redesigned concept plan to move forward.

Some upcoming dates:

- City Council Considers Authorization to Advertise for Bids—January 28<sup>th</sup> Council Mtg
- Stockwell/Contegrity/Staff/Committee to Review 95% Specs and Plans—Jan 30<sup>th</sup>
- Final Bid Docs Feb 10<sup>th</sup>
- Pre-Bid Meeting Thursday, February 27<sup>th</sup> at 10:00 a.m.
- Bid Opening Tuesday, March 11th at 2:00 p.m.
- City Council Approval, Tuesday, March 25<sup>th</sup> @ 5:30 p.m.

Fiscal Impact:	See cost estimate
Alternative/ Variations:	Do not authorize the Advertisement of Bids for the proposed new Marshall Aquatic Center
Recommendations:	Authorize the Advertisement of Bids for the revised new Marshall Aquatic Center

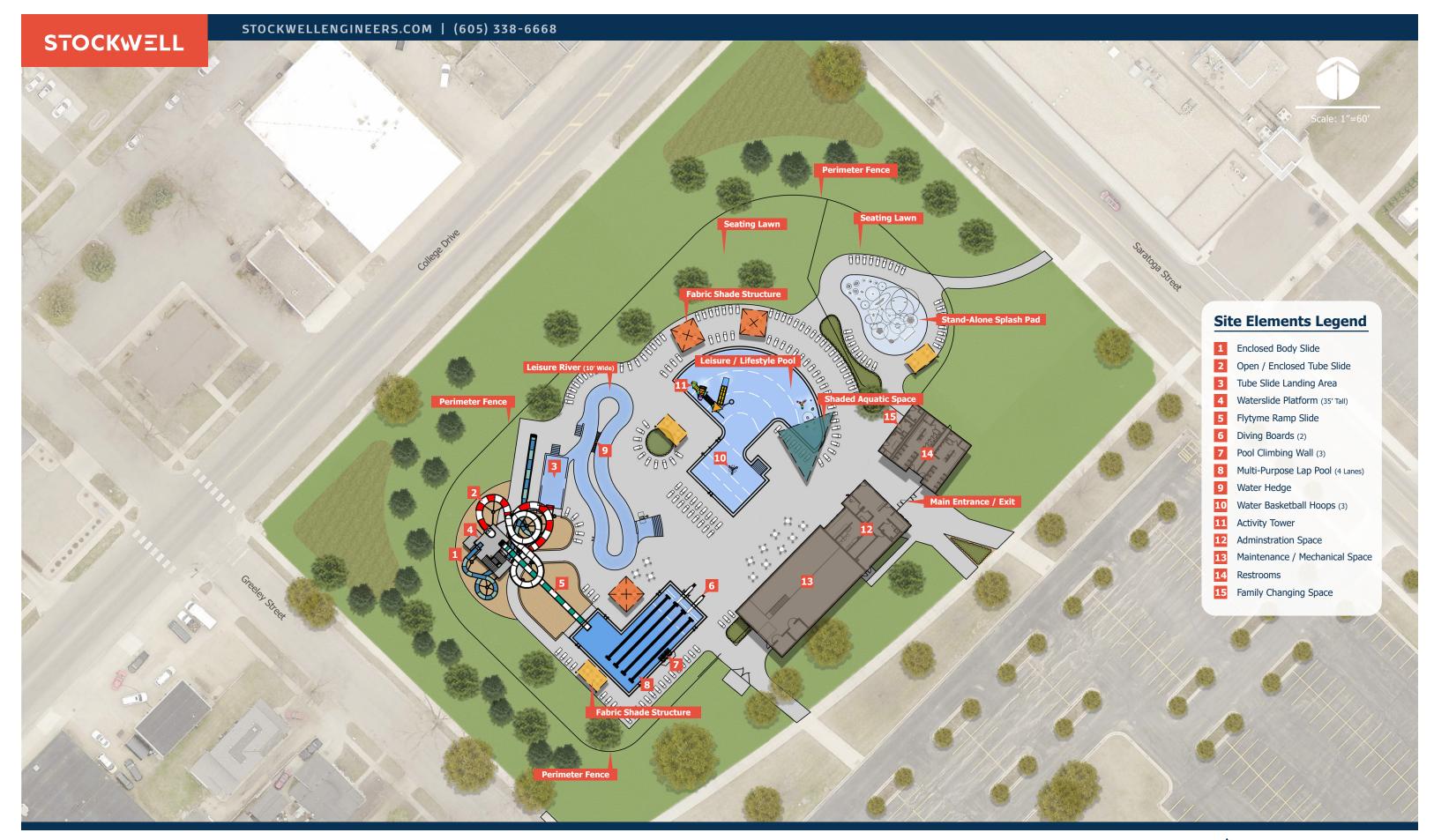
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### Marshall Aquatic Center Budget - Revised Concept Estimate



December 10, 2024

CATEGORY OF WORK		Budget
Site	Estimate	\$2,849,438.00
Building	Estimate	\$3,406,674.34
Aquatics	Estimate	\$7,900,000.00
TOTAL	_S	\$14,156,112.34
Contingency		
Design/Bid/Market Fluctuation	Budget 4.0%	\$566,244.49
Construction	Budget 3.0%	\$424,683.37
General Conditions	Budget/Estimate	\$847,621.63
CM Fee	Contegrity Group, Inc.	\$429,000.00
Architect & Engineer Fee	Architect - Design	\$1,360,300.00
Architect & Engineer Fee	Architect - CA	\$870,000.00
CONSTRUCTION TOTAL:		\$18,653,961.83
Owner Items		
Owner Furnished (furniture/float/etc.)	Budget	\$200,000.00
Site PA & Sound System	Budget	\$75,000.00
Concessions Equipment	Budget	\$60,000.00
Owner - Previous Expenditures		TBD
ESTIMATED PROJECT TOTAL:		\$18,988,961.83
	Project Budget	\$18,370,000.00
	Amount Over/Under Budget	\$618,961.83

#### Notes:

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<sup>\*</sup> ESTIMATE IS BASED ON AN OPEN COMPETITIVE BID ENVIRONMENT INCLUDING MANUFACTURERS AND SUPPLIERS.

<sup>\*</sup> LIQUIDATED DAMAGES ARE NOT ACCOUNTED FOR IN THIS ESTIMATE

<sup>\*</sup> ESTIMATE IS BASED ON HISTORICAL VALUES AND IS AN APPROXIMATION OF CONSTRUCTION COSTS FOR WORK BEGINNING IN SPRING OF 25

<sup>\*</sup> GENERAL CONDITIONS (Owner Budget) are for items such as; Site Fencing, Portable Toilets, Dumpsters, Office Trailer, Plan Reproduction, Mailing Fees, Temp Signage, Temp Power, Temp Heat/Cool, Special Inspections/Testing, Builders Risk Insurance, Temp Enclosures, Safety Barricades, Fire Protection, Moving Expense, Final Cleaning, Temp Storage, On Site Supervision & permits.

#### **SECTION 00 1113**

#### ADVERTISEMENT FOR BID

**PROJECT IDENTIFICATION:** Sealed bid proposals will be received in accordance with the construction contract documents, as prepared by Stockwell Engineers for:

Name of Project: Marshall Aquatic Center – Site Improvements Address of Project: 101 West Saratoga Street, Marshall, MN 56258

The work will be accomplished through multiple contracts with City of Marshall, with Contegrity Group Inc. acting as the Construction Manager. The following categories of work will be bid (subject to change): Earthwork/Utilities, Concrete, Precast Concrete, Masonry, Carpentry, Roofing, Aluminum Frame & Glazing, Acoustical Treatments, Painting, Aquatics, Mechanical/Plumbing/HVAC and Electrical.

Material Only Categories: Steel Supply, Standard Doors/Frames/Hardware & Specialties.

**BID TIME:** Bids will be received at the City of Marshall City Hall, Attn: Eric Hanson, 344 W Main Street, Marshall, MN 56258, until <u>2:00 PM</u> on <u>Tuesday, March 11th, 2025</u>. All late bids received will be returned unopened to the submitter. **No faxed or electronic bids will be accepted.** 

**BID LOCATION:** Sealed Bid Proposals for the **Marshall Aquatic Center – Site Improvements** construction work to be provided in accordance with the construction contract documents, as prepared by Stockwell Engineers will be received at the City of Marshall City Hall, Attn: Eric Hanson, 344 W Main Street, Marshall, MN 56258 until the date and time as stated above. Bids will then be publicly opened and read aloud. **No faxed or electronic bids will be accepted. Sealed bid envelopes shall be marked with the Bidder's Name and Category of Work being bid.** 

**EXAMINATION OF DOCUMENTS:** Contract Documents for this construction work may be examined in the City of Marshall City Hall, Minnesota Builder's Exchange, Builder's Exchanges listed: Albert Lea, Rochester, Southwest, Willmar, Fargo-Moorhead, Grand Forks, Aberdeen, and Sioux Falls Builder's Exchanges, Dodge Data and Analytics, and Construct Connect; Stockwell Engineers, 801 North Phillips Ave, Ste 100, Sioux Falls, MN 57104; and Contegrity Group, Inc., 101 First Street SE, Little Falls, MN 56345.

**BID DOCUMENTS:** Bid documents will be available to contractors on or about February 11th. Documents can be ordered online from Contegrity Group, Inc by visiting their plan room at www.cgiplanroom.com. To order paper printed documents; a refundable plan deposit check in the amount of \$600.00 per printed set, made payable to City of Marshall and a separate non-refundable check in the amount of \$40.00 per set made payable to Contegrity Group, Inc. will be required for mailing fees. **Electronic downloads of bidding documents can be acquired for free online**. No partial sets of bidding documents will be issued. Plan deposit will be returned upon receipt of all bidding documents returned in useable condition within (20) days after the date bids have been received. Plan documents are to be returned to Contegrity Group, Inc., 101 1st Street SE, Little Falls, MN 56345.

**PRE-BID CONFERENCE:** A pre-bid conference for all interested contractors will be held on **Thursday**, **February 27th, 2025**, at **10:00 AM** at the City of Marshall Council Chambers, 344 W Main Street, Marshall, MN 56258.

**BID SECURITY:** Each bid shall be accompanied by a certified check, cashier's check, or corporate surety bond in an amount equal to five (5%) percent of the base bid, as bid security.

If awarded a contract, each successful Bidder shall be required to furnish both Performance and Payment Bonds covering the faithful performance of the contract and the payment of all obligations arising under such contract. Such bonds shall be the latest edition of the AIA Document A312/CM, in the amount equal to 100% payment. If the contract is less than \$175,000 an irrevocable Letter of Credit from a financial institution will be acceptable under the same terms and conditions of Performance & Payment Bonds.

The City of Marshall reserves the right to reject any or all bids received and to waive any informalities and irregularities in the bidding.

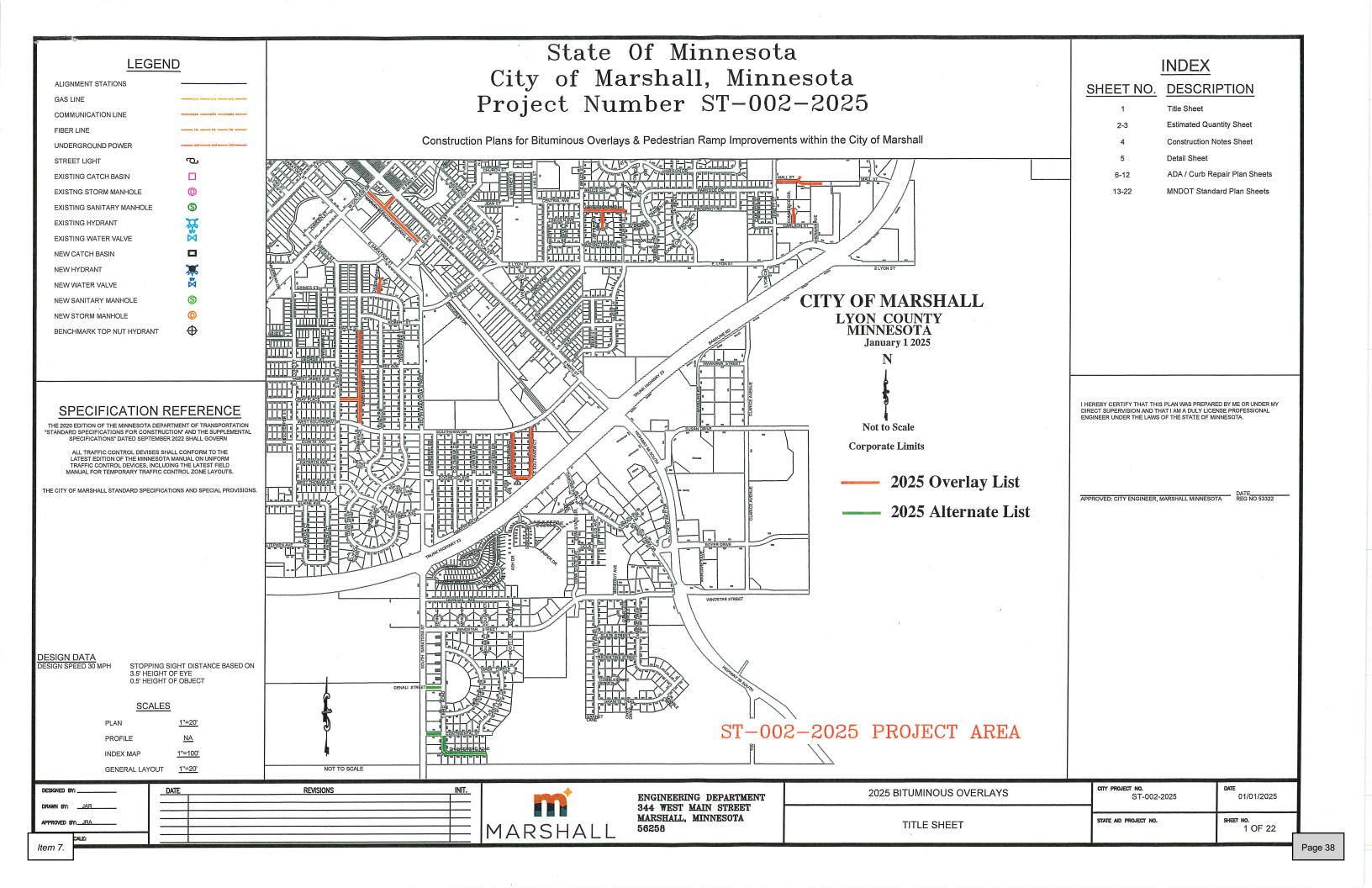
Bids may not be withdrawn or modified except as set forth in the A701-2018 Instructions to Bidders, as modified.



# CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson					
Meeting Date:	Tuesday, January 28, 2025					
Category:	CONSENT AGENDA					
Type:	ACTION					
Subject:	Project ST-002-2025: Bituminous Overla for Bids	ay Project - Consider Authorization to Advertise				
Background Information:		overlay is \$622,200, including all streets shown and ADA sidewalk ramp work. The 2025 Capital ct.				
	Street	From-To				
	Southview Court (Edge Mill)	Southview Drive to Southview Drive				
	DeSchepper Court (Edge Mill)	DeSchepper Street				
	DeSchepper Court Leveling	DeSchepper Street				
	Commerce Circle (Edge Mill)	Carlson Street to Carlson Street				
	Mall Street (Mill All)	Jewett Street to Mall Parking lot				
	Mall Street (Edge Mill)	Mall Parking Lot to Clinic Driveway				
	Jefferson Avenue (Mill All)	Bruce Street to Van Buren Street				
	Jefferson Circle (Mill All)	Jefferson Avenue to Jefferson Avenue				
	Jefferson Circle Leveling	Jefferson Avenue to Jefferson Avenue				
	Lawrence Street (Mill All)	Maple Street to Southview Drive				
	Gray Place West (Mill All)	South 1st Street to Lawrence Street				
	Marvin Schwan Memorial Dr. (Mill All)	W. College Drive to S. A Street				
	S.1st Street (Mill All)	E. Main Street to Marvin Schwan Memorial Drive				
	Alternate Streets	From-To				
	Continental Street (Edge Mill)	Saratoga Street to Thunderbird Road				
	Denali Street (Mill All)	Saratoga Street to Thunderbird Road				
	Thunderbird Road (Edge Mill)	Continental Street to east dead end				
		tion Committee meeting on 01/23/2025, motion mend to City Council to authorize to advertise for n favor. Motion passed 3:0.				
Fiscal Impact:	Included in project descriptions above.					
Alternative/ Variations:	No alternative actions recommended.					
Recommendations:	that the Council authorize advertiseme Overlay Project.	ent for bids for Project ST-002-2025: Bituminous				

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# CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, January 28, 2025
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Project AP-011: WPA Hangar Apron & Taxilane Reconstruction Project - Consider Professional Services Agreement with TKDA
Background Information:	The existing WPA Hangar Apron and Taxilane pavements are 30 years old and have reached the end of their useful life. The pavement is in poor condition with distress types summarized as alligator cracking, transverse cracking, patching, and surface weathering. The pavement requires full reconstruction to continue safely serving airport operations. The Project will reconstruct 8,830 SY of Taxilane D, Taxilane H and the WPA Hangar Apron pavement and also includes grading & drainage improvements, pavement markings, aircraft tie-downs, and turf establishment.  The airport CIP includes this project in the budget for \$750,000 in total cost (including State and Federal share of project expenses). Current estimated funding share for this project is \$135,000 Federal, \$427,500 State, and \$187,500 local. TKDA will be creating construction cost estimates for concrete and bituminous surfacing for City consideration.  Pursuant to the Professional Services Agreement dated March 10, 2020, TKDA is hereby authorized to proceed with the engineering services in connection with the WPA Hangar Apron & Taxilane Reconstruction Project at Airport. Under said agreement, this individual project requires Council approval of the attached individual proposal. This item was presented to the Airport Commission at the meeting on 01/07/2025.
Fiscal Impact:	Compensation to TKDA for services provided as described in Section II of the attached proposal shall be on an hourly time basis in an amount not-to-exceed \$70,500.00. Costs will be covered with local funds until a future date when federal and state grants can be acquired to reimburse our expenditures at the prescribed project funding split. The exact funding split is not final, it is pending FAA review of plans. State funding split is 70-30 and federal funding split is 95-5, with federal funding also dependent upon available Airport Improvement Plan (AIP) and Airport Infrastructure Grant (AIG-Bipartisan Infrastructure Law) funds.
Alternative/ Variations:	No alternative actions are recommended.
Recommendations:	that the Council authorize execution of the attached Professional Services Agreement with TKDA for project formulation and design phase services of the WPA Hangar Apron & Taxilane Reconstruction Project in an amount not-to-exceed \$70,500.00.

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January 23, 2025

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

Re: Proposal for Professional Engineering Services

WPA Hangar Apron & Taxilane Reconstruction - Formulation and Design Phases

Southwest Minnesota Regional Airport (MML)

Dear Mr. Anderson:

Pursuant to our Professional Services Agreement dated March 10, 2020, TKDA is hereby authorized to proceed with the Engineering Services in connection with the WPA Hangar Apron & Taxilane Reconstruction Project at the Southwest Minnesota Regional Airport (MML) hereinafter called the Project. Hereinafter, City of Marshall is referred to as the OWNER.

### I. PROJECT DESCRIPTION

The existing WPA Hangar Apron and Taxilane pavements are 30 years old and have reached the end of their useful life. The pavement is in poor condition with distress types summarized as alligator cracking, transverse cracking, patching, and surface weathering. The pavement requires full reconstruction to continue safely serving airport operations. The Project will reconstruct 8,830 SY of Taxilane D, Taxilane H and the WPA Hangar Apron pavement and also includes grading & drainage improvements, pavement markings, aircraft tie-downs, and turf establishment.

The OWNER has requested that TKDA provide engineering assistance for the Project. Engineering design will consist of the following, to be completed as one construction project, funded through the Federal (FAA), State (MnDOT Aeronautics) and Local funding sources:

- Part A Project Formulation Phase Services
- Part B Design & Bidding Phase Services

Part C and Part D services for Construction Phase and Grant Closeout Phase services will be provided under a separate Authorization upon completion of Bidding Phase.

#### II. SERVICES TO BE PROVIDED BY TKDA

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

### A. Project Formulation

- 1. Conduct Site Visit to evaluate and document existing conditions (1 trip by Project Manager).
- 2. Develop Project Scope and Schedule with OWNER.
- 3. Prepare Preliminary Cost Estimate for Funding.
- 4. Develop eligibility exhibits depicting project scope and coordinate with the OWNER, MnDOT Aeronautics, and the FAA regarding the eligible Project scope, cost and schedule resulting from the preliminary scope and cost estimate.
- 5. Prepare and coordinate with the FAA Airport District Office (ADO) to obtain a Categorical Exclusion under the requirements of FAA Order 5050.4B, Airport Environmental Handbook, and Minnesota Statues Chapter 4410, Airport Quality Board Environmental Review.
- 6. Prepare and submit to MnDOT Aeronautics and the FAA, the FAA AIP Grant Pre-Application Package in accordance with FAA Airports District Office requirements.

- Page 2
  - 7. Assist OWNER with Project-specific Capital Improvement Program (CIP) updates. Provide CIP information to MnDOT Aeronautics and the FAA.
  - 8. Conduct Project kickoff meeting attended by design team.
  - 9. Obtain topographic survey of the Project area and develop topographic base maps in AutoCAD.
  - 10. Coordinate with subconsultant for geotechnical investigation (6 soil borings to 10-ft depth).

### B. Design Phase Services

- 1. Prepare final project scope and schedule for design.
- 2. Conduct up to two (2) coordination meetings with FAA and MnDOT during design (virtual).
- 3. Attend one (1) design coordination meeting with OWNER at airport.
- 4. Complete pavement designs for both rigid and flexible pavements.
  - a. Determine aircraft fleet and operations to develop traffic mix.
  - b. Evaluate design with FAARFIELD 2.1.1 software in accordance with FAA AC 150/5320-6G.
- 5. Develop surface grading and drainage design in conformance with FAA and local standards
- 6. Prepare 60% Plans.
- 7. Prepare 60% Specifications.
- 8. Prepare Preliminary Cost Estimate.
- 9. Prepare Engineer's Design Report.
- 10. Prepare 90% Plans.
- 11. Prepare 90% Specifications.
- 12. Submit 90% Documents to FAA ADO.
- 13. Prepare Final (100%) Plans for Bidding.
- 14. Prepare Final (100%) Specifications for Bidding.
- 15. Prepare Final Cost Estimate.
- 16. Complete Quality Control Review of Final Plans and Specifications.
- 17. Prepare Construction Safety and Phasing Plan (CSPP) and 7460-1 airspace permit for submittal to the FAA ADO.
- 18. Prepare Advertisement for Bids.
- 19. Prepare Bid Package and post electronically for bidding on QuestCDN.
- 20. Provide Bidding Assistance to Contractors.
- 21. Conduct Pre-bid Conference.
- 22. Issue Addenda.
- 23. Prepare Bid Results and submit to OWNER and FAA.
- 24. Prepare Recommendation for Contract Award.

City of Marshall | Southwest Minnesota Regional Airport (MML)
Proposal for Professional Engineering Services
WPA Hangar Apron & Taxilane Reconstruction – Formulation and Design Phases
January 23, 2025
Page 3

### III. ADDITIONAL SERVICES

If authorized in writing by the OWNER, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Environmental Assessments other than CATEX.
- B. Professional Land Surveyor Services, other than those listed in SECTION II.
- C. Additional Site visits to Marshall, other than those required for services listed in SECTION II.
- D. Airport Layout Plan (ALP) Updates
- E. Grant closeout services.
- F. Construction phase engineering or testing services.

#### IV. OWNER RESPONSIBILITIES

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

- A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.
- B. Provide TKDA with access to the site as required to perform services listed in SECTION II.
- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so the Project schedule can be maintained.

### V. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and estimate to complete SECTION II services within six (6) months.

### VI. COMPENSATION

Compensation to TKDA for services provided as described in SECTION II of this Proposal shall be on an Hourly Time basis in an amount not to exceed **\$70,500**, as summarized below. Our detailed Project Fee Estimate is attached.

Section II.A: Project Formulation	\$20,000.00
Section II.B: Design Phase Services	\$50,500.00
Total Not to Exceed Amount	\$70,500.00

Payment shall be made in accordance with Article 4 of our Agreement.

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

City of Marshall | Southwest Minnesota Regional Airport (MML)
Proposal for Professional Engineering Services
WPA Hangar Apron & Taxilane Reconstruction – Formulation and Design Phases
January 23, 2025
Page 4

### VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. We agree this letter will constitute an authorization under our Professional Services Agreement upon signature by an authorized official of the City of Marshall and the return of a signed original to us. This Proposal will be open for acceptance for *60* days, unless the provisions herein are changed by us in writing prior to that time. Please feel free to contact Dan Sherer directly at 651.219.2224 or <a href="mailto:daniel.sherer@tkda.com">daniel.sherer@tkda.com</a> if you have any questions.

daniel.sherer@tkda.com if you have any questions. Sincerely, Daniel A. Sherer, PE John W. Ahern, PE Vice President-Aviation **Project Manager** Attachments: Project Fee Estimate 2025 Rate Sheet **AET Proposal** ACCEPTED FOR CITY OF MARSHALL Signature Printed Name/Title Date OWNER DESIGNATED REPRESENTATIVE: Name/Title Phone Email

DAS:JWA:dad

Item 8.



### **Project Fee Estimate**

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Clie		City of Marshall	locion											_	Date:		1/23/2025
Proj	ject:	WPA Hangar Apron & Taxilanes - D	esign					mate d D	. U-	. P·	ulan el			Ľ	Ву:		DAS
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3	Prepare Preli	minary Cost Estimate		2	4		4					4		1		10	\$ 1,480
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4	Pavement De			2	8		_					-		-		10	\$ 1,620
		ainage Design		2	8	-	4					-		1		14	\$ 2,052
6	Prepare 60%			8	20 8	· ·	40	20				+		-	4	88	\$ 11,804
7		Specifications minary Cost Estimate		2	4		4					+		╁	4	16 10	\$ 2,540 \$ 1,480
9		neer's Design Report		4	8		16							1		28	\$ 3,824
10	Prepare 90%			4	10		20	10								44	\$ 5,902
11		Specifications		2	4			10						1	4	10	\$ 1,492
		Documents to FAA		_	4											4	\$ 572
13		I Plans (100%)		2	4		10	4								20	\$ 2,672
14		I Specifications (100%)		2	2										2	6	\$ 984
15	Prepare Fina	l Cost Estimate		2	2		2									6	\$ 978
16	QC Review			8												8	\$ 1,904
17	Prepare CSP	P and 7460-1 Permit for FAA Submittal			8									L		8	\$ 1,144
18	Prepare Ad for			2					ļ			1		<u> </u>	2	4	\$ 698
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### 2025 SCHEDULE OF ACTUAL HOURLY RATES

Classification	Ra	nge of Dire	ct Hourl	y Ra	ites*	
Senior Management (Chief Officer, Vice President, Program Director)	\$	91.00	to	\$	115.00	
Senior Professional Staff (Registered Engineer, Architect, Landscape Architect, Scientist, GIS Analyst, Planner, and Technical or Market Manager)	\$	48.00	to	\$	108.00	
Radio Car Operator	\$	42.00	to	\$	97.00	
Engineering, Architectural, Planning, or GIS Specialist II	\$	42.00	to	\$	97.00	
Engineering, Architectural, Planning, or GIS Specialist I	\$	35.00	to	\$	59.00	
Professional Staff (Registered Engineer, Architect, Landscape Architect, Planner, GIS Analyst, Land Surveyor, Scientist, or Certified Interior Designer)	\$	28.00	to	\$	76.00	
Graduate Staff (Professional-Track Engineer, Architect, Landscape Architect, Planner, GIS Analyst, Land Surveyor, Scientist, or Interior Designer)	\$	28.00	to	\$	64.00	
Technician III	\$	33.00	to	\$	55.00	**
Technician II	\$	27.00	to	\$	43.00	**
Technician I	\$	19.00	to	\$	38.00	**
Administrative Staff (Controls, Accounting)	\$	29.00		\$	69.00	

<sup>\*</sup> Rates effective until December 31, 2025.

In addition to hourly charges, TKDA shall be reimbursed for direct expenses actually incurred. Unless otherwise approved by the Client, direct expenses for travel and subsistence will be billed at or up to applicable IRS and US GSA published rates. TKDA shall be reimbursed for subconsultant fees at the amount billed TKDA plus 10%.

### Notes:

- 1. Overhead Costs shall be calculated as the Direct Hourly Rate times an Overhead Multiplier Rate of 165.2%. This is slightly lower than TKDA's MnDOT audited rate.
- 2. For Hourly Rate Authorizations, Direct Rates will be subject to an Hourly Rate Multiplier of <u>3.05</u>, which includes Overhead Costs and Fee (Profit).
- 3. For Hourly Cost Reimbursement Plus Fixed Fee Authorizations, the Fixed Fee shall be <u>15%</u> of the Direct Salary Costs and Overhead Costs amount initially approved under the Authorization.

City of Marshall, MN TKDA - January 2025

<sup>\*\*</sup> For hours worked over 40 hours per week individuals are billed at one and one-half times the above rates.

January 16, 2025



Mr. Daniel Sherer, PE, ENV SP TKDA 444 Cedar Street, Suite 1500 Saint Paul, MN 55101 daniel.sherer@tkda.com

RE: Proposal for Geotechnical Services
WPA Hangar Apron Pavement Reconstruction
Southwest Minnesota Regional Airport
Marshall, Minnesota
AET #P-0040078

Dear Mr. Sherer:

American Engineering Testing, Inc. is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

### **Purpose**

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

### **Project Information**

We understand that you are planning to reconstruct the WPA Hangar Apron at the Southwest Minnesota Regional Airport in Marshall, Minnesota. Based on the provided soil boring location plan, the proposed soil boring locations will be performed within existing bituminous or concrete pavement. We understand the proposed apron pavement will be concrete.

### **Scope of Services**

### Field Exploration

As requested by you, our subsurface exploration program will consist of the following:

- Perform six (6) standard penetration test borings (ASTM:D1586) to a depth of 10 feet each.
- Seal the boreholes per Minnesota Department of Health requirements.
- Dimension and document boring locations based on the existing surface features. We understand
  the proposed soil boring locations will be staked or marked prior to performing the Gopher State
  One Call. We understand the surface elevations will be provided by TKDA.

We have not had an opportunity to observe the project site; we assume that the proposed boring locations will be accessible to our truck mounted equipment. Also, if required, snow removal costs have not been included in this proposal.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling,

Item 8.



the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification. We will backfill the boreholes and soundings to comply with the Minnesota Department of Health Regulations.

The apron pavement will be patched with bituminous cold patch. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the property owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury. Accessing the boring locations may leave ruts in the ground. We assume that property owner will perform any site restoration work. We have not included a fee for site restoration in our cost estimate.

### **Underground Utilities**

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, storm sewer, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

### Laboratory Testing

Our services will include index laboratory testing of selected soil samples to aid in judging engineering properties of the soils. The requested laboratory testing is as follows:

Test	Quantity	Unit Price	Cost
Moisture Content (ASTM:D2216)	30	\$19.00	\$570.00
Moisture Content/Density (ASTM:D7263)	2	\$100.00	\$200.00
Atterberg Limits (ASTM:D4318)	2	\$140.00	\$240.00
Grain Size Distribution w/o hydrometers (ASTM:D422)	2	\$110.00	\$220.00
California Bearing Ratio CBR – 3 points (ASTM:D1883)	1	\$827.00	\$827.00
Grain Size Distribution w/hydrometers (ASTM:D422)	1	\$208.00	\$208.00
Standard Proctor (ASTM:D698)	1	\$195.00	\$195.00
		<b>Total Cost</b>	\$2,460.00



### Engineering Report

Upon completion of the drilling and laboratory work, we will prepare a geotechnical report describing the subsurface conditions encountered and presenting our foundation recommendations for subgrade preparation of the apron reconstruction area. The report will also discuss earthwork recommendations and present our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the pavement apron subgrade for concrete pavement support, including comments on the suitability of the on-site soils for reuse as fill.
- Backfilling procedures, including material types and compaction requirements.
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations

The geotechnical engineering report will provide the laboratory testing results, design CBR, and subgrade preparation for concrete pavement. We understand TKDA will design the concrete apron pavement section.

### <u>Insurance</u>

For the mutual protection of you and American Engineering Testing, we maintain both general and professional liability insurance. Certificates of such insurance can be provided at your request.

### **Project Direction**

Services we perform on your project will be done under the direction of an experienced geotechnical engineer registered in the State of Minnesota.

#### Fees

The scope of work defined in this proposal will be performed on a time and materials basis in accordance with the attached schedule of fees. For the scope of work described above, the estimated cost will be as follows:

<u>Task</u>		Cost
Mobilization/Demobilization		In Town - No Charge
Clear Utilities/Layout soil borings		\$300.00
Soil Borings and bituminous patching		\$2,100.00
MDH Sealing Record		No Charge
Laboratory Testing		\$2,460.00
Report and Project Management		\$2,200.00
	TOTAL	\$7.060.00

We would not exceed \$7,060.00 without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$40/foot.

In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding.

### **Minnesota Department of Health Fees**

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all

Proposal for Geotechnical Testing

WPA Hangar Apron Pavement Reconstruction, Marshall, Minnesota

January 16, 2025

AET Proposal No. P-0040078



licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$65 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

Property Owner's mailing address:	

### **Performance Schedule**

Weather permitting; we anticipate drilling operations can begin within about 2 to 3 weeks after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about 2 weeks after completion of the field work. We are available to review special schedule needs with you.

### **Environmental Concerns**

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposed does not cover environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

### **Terms and Conditions**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Master Service Agreement between AET and TKDA, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

### **Acceptance**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

Proposal for Geotechnical Testing

WPA Hangar Apron Pavement Reconstruction, Marshall, Minnesota

January 16, 2025

AET Proposal No. P-0040078



We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement-Terms and Conditions." The terms contained in this attachment are incorporated herein and are an integral part of this contract for professional engineering services.

If you have any questions regarding our services, or need additional information, please do not hesitate to contact us.

Sincerely,

American Engineering Testing, Inc.

**Tom James** 

Manager – Marshall Phone: 507-532-0771 Fax: 651-659-1379

Email: tjames@teamaet.com

TJ/GG/as

Attachments

SIGNATURE:

Master Service Agreement

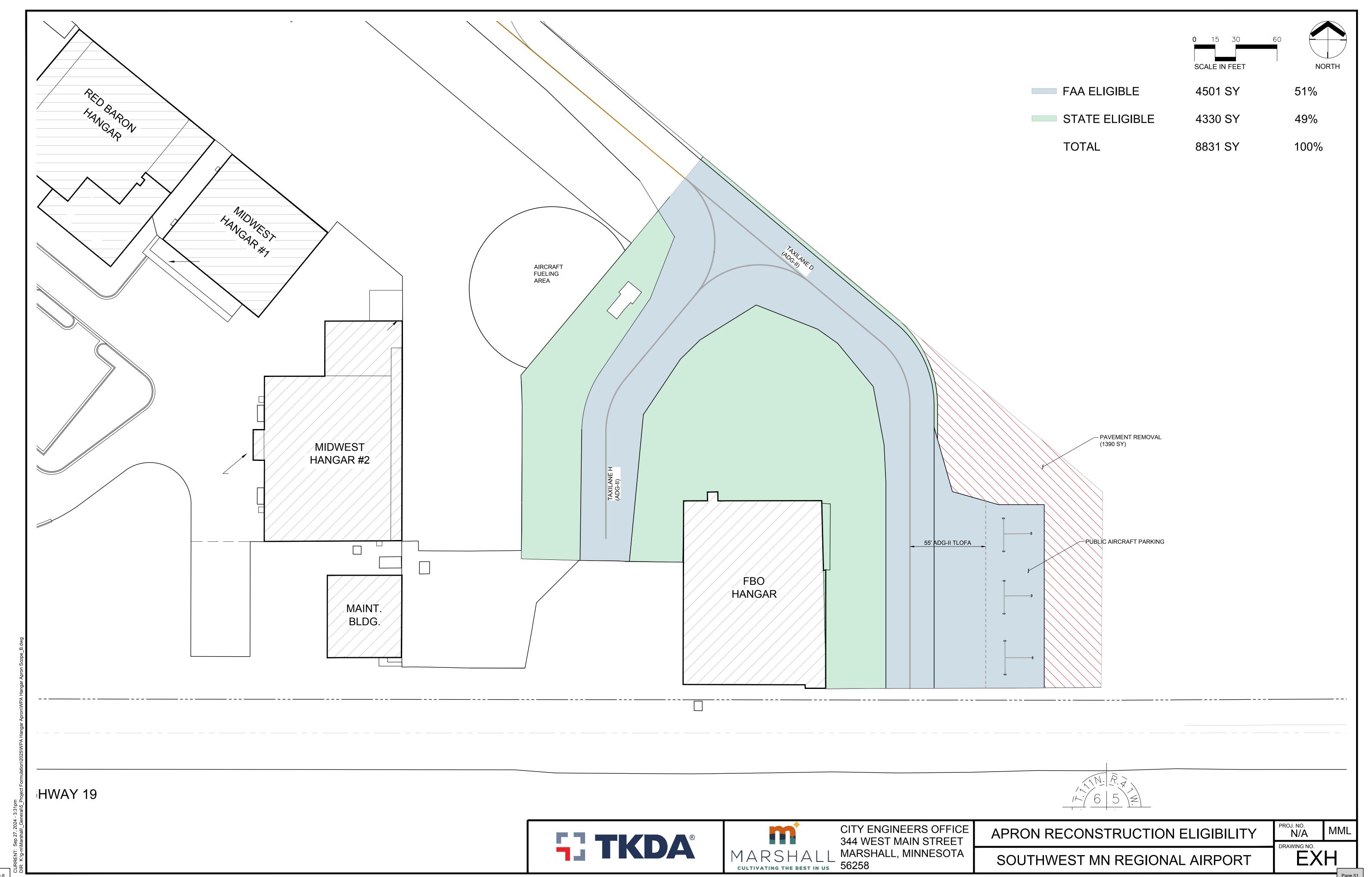
Gregory A. Guyer, PE Senior Engineer

Phone: 507-387-2222 Fax: 651-659-1379

Email: gguyer@teamaet.com

ACCEPTANCE AND AUTHORIZATION: AET	Γ Proposal No. P-0040078
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PRINTED NAME:
COMPANY:
ADDRESS:
PHONE NUMBER AND EMAIL:
DATE:
NVOICING INFORMATION (Provide Company AP Department Information, if present.)
AP CONTACT NAME:
BILLING/MAILING ADDRESS:
AP PHONE NUMBER AND INVOICE EMAIL:
P.O. NO / PROJECT NO :



Item 8



# CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, January 28, 2025
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	Alcorn – Economic Development Authority, Marshall Area Transit Committee, Public Housing Committee
	Byrnes - Fire Relief Association and Regional Development Commission
	Lozinski – Joint LEC Management Committee, Marshall Municipal Utilities Commission, Police Advisory Board
	Moua-Leske – Adult Community Center, Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission
	Schafer – Airport Commission, MERIT Center Commission, SW Amateur Sports Commission, SW MN Emergency Communication Board
	Schroeder – Economic Development Authority, Joint LEC Management Committee, Planning Commission
	Schwartz – Cable Commission, Community Services Advisory Board, Library Board
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

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### PUBLIC HOUSING COMMISSION 202 N. FIRST STREET

MARSHALL, MN 56258 January 13,2025 3:30 P.M Board Meeting

- 1 Call to Order:
- 2. Roll Call:
- 3. Approval of Previous Meeting Minutes: December 15th, 2024
- 4. Reports:
  - A. One & Two Month report for Operating Statement for FY 2025
  - B Accounts Receivable/Payable.
  - C. Occupancy/ Maintenance Report
- 5. CFP. 2022 All Items Complete, Payments.
  - 2023 Walk thru items on patio Doors and East Main Doors.
  - 2024 Eric here on The 01/07/25 discussed several items.
- 6. New Business:
  - A. Washer / Dryer Update. Payment. \$ 675.00
  - B. No updates on Sewer Liner, called on 01/07/25.
  - C. Approve Resolution # 25-01, Wage Increase for a Three Year Term.
  - D. Approve Resolution # 25-02, Minnesota Pay Equity Report, ending 12/31/2024
- 7. Executive Director Items:
- 8. Commissioner Items:

A.

- 9. Date and Time for Next Regular Meeting, February 10th, 2025. 3:30 p.m.
- 10. ADJOURN TIME

### PUBLIC HOUSING COMMISSION OF THE CITY OF MARSHALL PARKVIEW APARTMENTS

Minutes of the Meeting of November 18, 2024

Meeting called to Order: 3:30 P.M. by Vice Chair Reilly. Members Present: Farrell, Reilly, Knutson, Katz, Rickgarn

Schroeder. Absent: Juarez-Called In.

MOTION by Knutson, seconded by Katz, to approve the minutes of the October 21st, 2024 meeting. All voted in favor, Motion passed.

REPORTS: ( No Report) - Month Reports, Operating Statement for FYE 24 was reviewed by the Board. Motion by , second by the Report All voted in Favor, Motion passed.

Account Receivable/Payable: A One-month report was reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 022196 to # 022241 in the amount Motion by Knutson, second by Reilly, to approve of \$ 72,099.32. the report. All voted in favor.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included. CFP - 2022-2023. Patio Doors Installed, Working off of Walk Thru Items.

CFP- 2024, Looking over Site Plans for the garages.

### New Business:

A. Washer /Dryer Update-payment. \$ 695.00

- B. Motion by Reilly, second by Knutson to Approve Resolution # 24-13. Approve Family Unit Utility Allowances, effective 12/01/24. This is for Units with Natural Gas only. voted in Favor, Motion Passed.
- C. Motion by Reilly, second by Knutson, to Approve Resolution # 24-14. Closing out Wells Fargo Checking Acct. and putting those funds into a CD at Minnwest Bank. All Voted in Favor , Motion Passed.
- D. Reviewed a Low Loss Certificate from Insurance Company.
- E. Motion by Reilly, second by Knutson to approve and pay Invoice for Three Deck/stairs at Family Units. All voted in Favor, Motion Passe.
- F. The Board reviewed a Bid to install a Sewer Liner in the Main Sewer Line at Parkview. A second company never turned in a Bid. Motion by Reill, second by Knutson to Approve this Bid on the Contingency of information on the warranty and the earth work performed during winter months. This information will be obtained and passed to the Board. The Board was satisfied by the response from the Liner Company. All voted in Favor of this Motion, Motion passed. All updates will be passed on to the Board.

Next Meeting: December 16th, 2024 3:30 p.m.

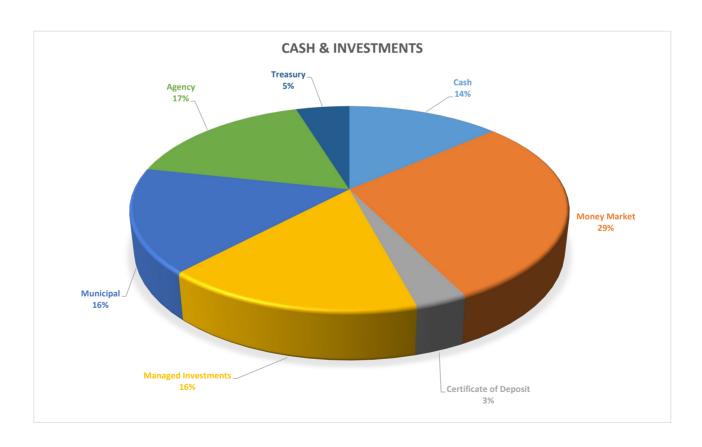
Chairperson Reilly Declared the meeting adjourned at 4:18 p.m.

anden Mark Farrell, Executive Director

Board Member

# City of Marshall, Minnesota Cash & Investments 12/31/2024

	Par Value	YTM Rate
CASH & INVESTMENTS:	- rai value	TIWIRate
CASH & INVESTIVIENTS.		
Checking -Bremer	7,147,251.27	0.00%
Money Market - US Bank	6,322,608.82	4.56%
Money Market - Wells Fargo	925,929.44	4.37%
Money Market - 4M	8,188,374.16	4.56%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	735,000.00	5.32% Average
Investment Portfolio - General Fund	2,812,491.61	
Investment Portfolio - WW/SW Capital Reserve	3,749,972.54	
Investment Portfolio - Endowment Fund	1,985,593.58	
Municipal - US Bank	8,710,000.00	4.41% Average
Certificate of Deposit - US Bank	990,000.00	4.54% Average
Agency - US Bank	5,585,000.00	5.01% Average
Treasury - US Bank	2,500,000.00	4.19% Average
TOTAL CASH & INVESTMENTS	53,007,221.42	4.12% Average





### Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date
ARMSTRONG/NEAL & ANNA/JT	507 1ST ST S	Interior Remodeling - ANY Work Inside, Except Fireplace	6000.00	01/21/2025
C&C CUSTOM INTERIORS LLC	617 THOMAS AVE W	Interior Remodeling - ANY Work Inside, Except Fireplace	10000.00	01/17/2025
Jeremy Swenson	409 WHITNEY ST S	Plumbing - New bathroom, Piping replacement	2200.00	01/21/2025
Jeremy Swenson	104 CIRCLE DR	Plumbing - Bathroom remodeling, Piping replacement	3000.00	01/21/2025
Kevin V Goslar	100 E ST	Plumbing - Water heater	1250.00	01/09/2025
LAYLE FRENCH CONSTRUCTION INC	602 5TH ST N	Windows	1800.00	01/14/2025
Marah Hart	206 WHITNEY ST S	Interior Remodeling - ANY Work Inside, Except Fireplace	1000.00	01/09/2025
Mathew Henry Coequyt	507 1ST ST S	Plumbing - Laundry remodeling, New bathroom	8500.00	01/21/2025
SCHNOOR/MATTHEW	906 CHERYL AVE	Occupancy/Use Change	3000.00	01/17/2025



# **Upcoming Meetings**

### January

- 01/28 Ways and Means Meeting, 9:00 AM, City Hall
- 01/28 Work Session, 4:00 PM, City Hall
- 01/28 Regular Meeting, 5:30 PM, City Hall

## February

- 02/11 Commission Interviews, 4:30 PM, City Hall
- 02/11 Regular Meeting, 5:30 PM, City Hall
- 02/25 Regular Meeting, 5:30 PM, City Hall

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### 2025 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

### **January**

- 1. January 14, 2025
- 2. January 28, 2025

### **February**

- 1. February 11, 2025
- 2. February 25, 2025

### **March**

- 1. March 11, 2025
- 2. March 25, 2025

### <u>April</u>

- 1. April 8, 2025
- 2. April 22, 2025

### May

- 1. May 13, 2025
- 2. May 27, 2025

### June

- 1. June 10, 2025
- 2. June 24. 2025

### <u>July</u>

- 1. July 8, 2025
- 2. July 22, 2025

### August

- 1. August 12, 2025
- 2. August 26, 2025

### <u>September</u>

- 1. September 9, 2025
- 2. September 23, 2025

### October

- 1. October 14, 2025
- 2. October 28, 2025

### <u>November</u>

- 1. Monday, November 10, 2025
- 2. November 25, 2025

### December

- 1. December 9, 2025
- 2. December 23, 2025

### **2025 Uniform Election Dates**

- February 11, 2025
- March 04, 2025
- April 08, 2025

- May 13, 2025
- August 12, 2025
- November 04, 2025

### 204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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