



CITY OF MARSHALL

City Council Meeting

A g e n d a

Tuesday, March 14, 2023 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [1.](#) Consider Approval of the Minutes from the Regular and Special Meeting Held on February 28, 2023

AWARD OF BIDS

- [2.](#) Project ST-002-2023: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract)
- [3.](#) Project ST-008 / SAP No. 139-121-004: Channel Parkway Pavement Replacement Project - 1) Consider Resolution Accepting Bid (Awarding Contract); 2) Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1051694
- [4.](#) Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project – 1) Consider Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City; 2) Consider Resolution Accepting Bid (Award Contract)
- [5.](#) Project SWM-002: Legion Field Stormwater Improvements Project-Phase II – 1) Consider Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City; 2) Consider Resolution Accepting Bid (Award Contract)

CONSENT AGENDA

- [6.](#) Consider Approval to Allow Alcoholic Beverages at City-Owned Facilities and Parks
- [7.](#) Consider Approval for a Temporary On-Sale Liquor License for the Lyon County Ag-Society
- [8.](#) Consider Approval for a New Tobacco License for DG Retail, LLC
- [9.](#) Frontline Warning Systems (Outdoor Warning Sirens) Contract with the City of Marshall
- [10.](#) Consider Approval of Amendments to the Personnel Policies
- [11.](#) Consider Resolution and Authorization for Submission of MN/DNR Outdoor Recreation Grant
- [12.](#) Consider Approval for Out of State Travel Request
- [13.](#) Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

- [14.](#) Request for Conditional Use Permit at 522 Jaguar Court
- [15.](#) Body Worn Camera & Squad Car Cameras
- [16.](#) Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

COUNCIL REPORTS

- [17.](#) Commission/Board Liaison Reports
18. Councilmember Individual Items

STAFF REPORTS

19. City Administrator
20. Director of Public Works/City Engineer
21. City Attorney

ADMINISTRATIVE REPORTS

- [22.](#) Administrative Brief

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.

INFORMATION ONLY

[23.](#) Building Permits

MEETINGS

[24.](#) Upcoming Meetings

ADJOURN

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CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, February 28, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting Held on February 14, 2023
Background Information:	Enclosed are the minutes from the meetings held on February 14.
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 February 14 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, February 28, 2023**

The regular meeting of the Common Council of the City of Marshall was held February 28, 2023, 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: Amanda Schroeder, Craig Schafer, Steve Meister, John Alcorn, See Moua-Leske and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney (via zoom); Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; Jim Marshall, Director of Public Safety; Quentin Brunsvold, Fire Chief; Preston Stensrud, ; and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

Approval of the Agenda

Agenda Item 13, David Locke from Stockwell Engineers will be presenting remotely and is unavailable until 6pm. Mayor Byrnes requested that this item be skipped and brought up again once Mr. Locke is available to present. There were no issues from the other councilmembers to the modification of the agenda.

Consider Approval of the Minutes from the Regular Meeting Held on February 14, 2023

There were no changes to the minutes.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve the minutes as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-001-2023: Chip Sealing on Various City Streets - Consider Resolution Accepting Bid (Award Contract)

Bids were received on February 21, 2023. Four bids were received from the following: Allied Blacktop Company (\$225,430.05); Pearson Bros., Inc. (\$228,754.00); Asphalt Surface Technologies Corp. (\$235,436.56); and Asphalt Preservation Company Inc. (\$238,339.84). The apparent low bid was received from Allied Blacktop Company of Maple Grove, Minnesota, in the amount of \$225,430.05. The engineer's estimate for this project was \$169,126.78. The Street Department budget includes a \$170,000 line item for seal coating city streets in 2023. City staff will work with the contractor to reduce the project quantity to be below the budgeted amount. Emphasis will be given to newly reconstructed streets, State Aid routes, and re-seals of new street sections. The goal of this program is to work to extend the life of our pavements, thereby deferring future capital improvements.

Councilmember Meister questioned the benefits of the chip sealant and if there were other alternatives that could be used to improve the longevity of city roads. Director Anderson indicated that MN DOT has done testing throughout its districts and came to a consensus there is a benefit to road durability.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve Resolution 23-014 awarding Project ST-001 to Allied Blacktop Company up to \$170,000. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Meister, Councilmember Lozinski. The motion **Carried. 5-2.**

Approval of the Consent Agenda

Councilmember Lozinski requested that items 6) Consider Approval of an Amendment to the Community Services Organizational Structure, 7) Consider Approval of an Amended Wage Schedule, & 8) Consider Approval of 2023 Workers Compensation Insurance and a Recommended Policy for Volunteer Service be removed from the consent agenda for further discussion.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the remaining consent agenda items. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

- Consider Authorization to Declare Vehicles as Surplus Property for the Marshall Police Department
- Consider Approval of Garbage/Refuse Haulers License Renewals
- Consider Approval of the 2023-2024 Township Fire Service Agreement Rates
- Consider Approval of Liquor Liability Insurance Through Illinois Casualty Company
- Consider Approval of Service Agreement for Concessionaire at Amateur Sports Complex
- Consider Approval to Allow Alcoholic Beverages at City-Owned Facilities and Parks
- Consider Approval of the Bills/Project Payments

Consider Approval of an Amendment to the Community Services Organizational Structure

Administrator Hanson explained that at the December 13, 2022, City Council meeting, the Council approved a reorganization of the Community Services Division. Following additional review, staff are proposing an amendment to replace the temporary Office Helper position with a part-time Office Assistant/Receptionist position. This position would be scheduled 24 hours per week to support the customer service needs at the reception desk and provide support for the work of community recreation and community education programming. Hiring this position as part-time instead of temporary allows for greater continuity of service and less staff time throughout the year to train in several temporary employees. The part-time Office Assistant/Receptionist would not be benefit eligible. With the restructuring of Community Services a number of job descriptions were changed with additional duties. With the description change a new DBM rating was assigned and leads into the next agenda item which is the amended wage schedule.

The Personnel Committee met to review this proposal and has unanimously recommended approval for staff to bring the item to the Council.

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister to approve the amendment to the Community Services Organizational Structure. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider Approval of an Amended Wage Schedule

As this item was related to the previous agenda item no further discussion was had.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve the amended wage schedule. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider Approval of 2023 Workers Compensation Insurance and a Recommended Policy for Volunteer Service

Councilmember Lozinski began the conversation by stating this item was originally on the December 27th, 2022 but was removed by staff to consider a new insurance policy. Workers compensation insurance covers City employees, elected and appointed officials, volunteer firefighters, and employees of the Library and Marshall Municipal Utilities. The Safety Committee continues to meet and discuss safety improvements and/or changes on a regular basis. Along with the continued safety training required for staff on an annual basis, that creates a safe workplace environment for staff. The policy specimen from CHUBB is also attached. Some coverage available from LMCIT is not included with the quote from BITCO. North Risk recommends this policy from CHUBB to conform more to what we are accustomed to with LMCIT's volunteer coverage.

When a city leaves LMCIT for workers compensation coverage, they are not able to go back to LMCIT for 3 years. The Personnel Committee met on February 21st to discuss the workers compensation options. Councilmember Meister wanted it known that this switch comes with risk and the presence of BITCO within the State of Minnesota is very minimal. Staff and the Personnel Committee recommend the Council approve the workers compensation insurance policy through BITCO. Staff agrees with the North Risk recommendation for the volunteer coverage through CHUBB (the information was not available when the Personnel Committee met). Staff will work with North Risk to be sure LMCIT is

Item 1. ted for the existing policy to be cancelled.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the 2023 workers comp insurance through BITCO and volunteer coverage through CHUBB Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider Amendment to Marshall Aquatics Center-Phase 1 Agreement Between City of Marshall and Stockwell Engineers, Inc

The original Agreement with Stockwell Engineers was initiated on siting the location of the aquatic center at its current location in Legion Field Park. Since a new location has and is being considered, additional work was needed to further complete some preliminary design. This amendment takes into consideration that additional work. David Locke from Stockwell Engineers went over some of the amendments to the original agreement. Some items to note on the amendment are to survey the new site location (Schwan's Parking lots between Greeley and Saratoga Streets), verify mechanical aspects of the plan with Parks staff, render new designs for public engagement and meetings, and address client comments for final concept plan and cost estimates. The hope is to begin bidding for this project this June for construction in 2024 if legislative approval and passage of a referendum vote occur.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the amendment between the City of Marshall and Stockwell Engineers, Inc. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Wastewater Rate Study: Consider Acceptance of Wastewater Rate Study Proposal with Bolton & Menk, Inc.

The last wastewater study was done in 2009 and staff believes the rate is due for a review and structured properly. Wastewater does have this item budgeted for this year. Councilmember Meister questioned why the rate study wasn't included during the improvements to the wastewater facility. Director Anderson stated that the rate study wasn't within the scope of the improvement project that Bolton & Menk were hired for. Councilmember Meister also asked if there were alternatives to Bolton & Menk for the study. Anderson said Bolton & Menk was not the only engineering firm that does wastewater rate studies, but the cities past history and Bolton & Menk's familiarity with the wastewater plant made them a good fit. The proposal also seemed fair and reasonable for the work. Staff did consider looking at the engineering firm used by MMU but their expertise didn't fit for the facility.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to accept the rate study proposal with Bolton & Menk. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Meister, Councilmember Lozinski. The motion **Carried. 5-2.**

Project AP-003: Airport Snow Removal Equipment (SRE) Building - Project Update and Authorization to Advertise for Bids

The City of Marshall Public Works desires to construct a new Snow Removal Equipment (SRE) and Maintenance Equipment Storage Building at the Southwest Minnesota Regional Airport. The existing building does not adequately accommodate all airport maintenance equipment storage needs. The new facility is planned to be constructed on the East Building Area of the airport, as shown on the recently completed Airport Master Plan. The Project has been identified on the Airport CIP since 2011. The Airport Commission and Public Improvement & Transportation Committees have reviewed the project and voted to bring to city council. Current project cost estimate is \$3,343,023, including construction administration and special inspections fees. Local cost participation with the latest estimate is roughly \$1,059,000. After bidding, construction would be planned to start this fall and be completed in 2024.

Councilmember Schafer mentioned that if we don't move on this now much of the outside funding for this project will go away. The city is currently using space at the airport that could be utilized by the public because there is no additional room to store some of the larger equipment. Mayor Byrnes asked if the building could house other equipment not

specific to snow removal equipment. Director Anderson responded that other equipment could be stored and if the need arises the building was designed to allow for the addition of a airport fire station.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to authorize staff to advertise for bids on Project AP-003. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider Resolution Requesting MnDOT for Marked Crosswalk(s)

MnDOT has reached out to City staff regarding the City’s desire to continue to have crosswalk striping across US 59/ TH 68 through Marshall. The city is requesting marked crosswalks at the following locations: Highway 59 and E Street; Highway 59 and A Street; Highway 59 and 1st Street; Highway 68 and 10th Street; and Highway 68 and Channel Parkway. MnDOT intends to have crosswalks installed across their highway signalized intersections at Highway 59 and Boyer Dr.; Highway 59 and Susan Dr.; Highway 59 and Southview Dr.; and Highway 59 and C Street. The city will be expected to utilize our own staff to re-stripe requested crosswalks once they are installed. This includes all locations that are not located at signalized intersections and all locations that are located at signalized intersections but are locally controlled routes. MnDOT is responsible for installation of initial crosswalk markings with any construction project. Marshall is responsible to utilize our staff and materials to re-stripe crossings and keep them visible. Costs are estimated at roughly \$350 per crosswalk site annually.

Mayor Byrnes asked with the RRFB project at the intersection of Highway 59 and A Street if that would be covered by the state. Anderson retorted it would be local dollars because of the grant. Mayor Byrnes also asked about the settling on Highway 59 from A Street to C Street where the state has come in numerous times to repair the sinkholes. Councilmember Moua-Leske inquired how often the crosswalks would have to be painted and maintained. Anderson stated it would vary from crosswalk to crosswalk for maintenance, but painting would likely occur annually.

Motion made by Councilmember Schroeder, Seconded by Councilmember Lozinski to approve Resolution 23-015 requesting MNDOT approval for requested marked crosswalks. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

Commission/Board Liaison Reports

- Byrnes No report.

- Schafer SW Amateur Sports Commission: The original purpose of the commission was to come up with plans for the Red Baron Arena and Amateur Sports Complex. Discussions were had about a new purpose and what new organizations in the community should be part of the group.

- Meister EDA: With several new members on the authority the meeting was mostly about brainstorming and coming up with a direction for the group going forward.

- Schroeder No report.

- Alcorn MMU: Approved the bid for Project MMU-001 Trunk Highway 23 Water Main Crossings. Six bids were received, and the project was awarded to TE Underground out of Tyler MN in the amount of \$579,625.00

- Moua-Leske Library Board: Will be meeting next week with Lyon County,

- Lozinski No report.

Councilmember Lozinski said that he received several calls from constituents about how well and quickly the street department cleared the roads in Marshall.

Councilmember Schafer wanted to remind citizens to help as much as possible to clear snow around fire hydrants.

Councilmember Meister wanted to thank the street department for allowing him to tag along during the last snow storm and see first hand how difficult it can be.

Mayor Byrnes also wanted to thank the street department staff and also the cities Media Communications staff for their efforts in making sure the city was informed. The mayor also testified at a hearing for Marshall's sales tax extension and another upcoming hearing for the tuition forgiveness program for workforce development in SW Minnesota. MNDOT District 8 Area Transportation Partnership will be meeting on March 3rd, the Mayor and Director Anderson will both be in attendance.

City Administrator

State of the City will be on March 8th, and on March 17th Parks Staff will be meeting to finalize the Indoor/Rec Study.

Director of Public Works/City Engineer

The Project MMU-001 TH23 Water Main Crossing that Marshall Municipal Utilities awarded was designed by the city engineering department. With the cities close relationship with MMU and the project being water mains only staff believed it was more appropriate for MMU to vote and award the bid. On March 7th there will be a bid opening for Channel Parkway resurfacing and the mill & overlay project. Legion Field Pond Phase 2 will be opened on March 8th and on March 9th the Lyon/3rd Street project bids will be opened. To expand upon Councilmember Schafer's comment on hydrant clearing, Anderson mentioned that clearing out intakes would also be greatly appreciated to help with drainage.

Jim Marshall, Director of Public Safety talked briefly about the snow emergency and how much planning goes into a snow emergency before anything is declared. A total of 27 vehicles wound up being towed during the snow emergency.

City Attorney

No report.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 6:35 PM Motion made by Councilmember Schroeder, Seconded by Councilmember Lozinski to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
SPECIAL MEETING
M I N U T E S
Tuesday, February 28, 2023**

The special meeting of the Common Council of the City of Marshall was held February 28, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 3:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Amanda Schroeder, John Alcorn, See Moua-Leske, and Craig Schafer. Absent: Steve Meister, and James Lozinski. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Preston Stensrud, Park & Rec Superintendent; Lauren Deutz, EDA Director; Scott Truedson, Wastewater Superintendent.

New Council Orientation Tour

For the purpose of new City Councilmember and newer staff orientation to the City, Mayor Byrnes provided councilmembers and staff updates and historical information on various city facilities and areas throughout Marshall. The orientation was conducted during a transit bus tour of the City, and no business was conducted.

Adjourn

At 4:55 PM Mayor Byrnes adjourned the special meeting.

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson																																												
Meeting Date:	Tuesday, March 14, 2023																																												
Category:	AWARD OF BIDS																																												
Type:	ACTION																																												
Subject:	Project ST-002-2023: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract).																																												
Background Information:	<p>This project is an annual street mill and overlay project that also includes ADA improvements at sidewalk ramp crossings.</p> <p>Note that all routes originally considered for this project are shown below. The routes that do not have a strike-through are the routes that are being proposed for overlay. The routes that have a strike-through are proposed to be removed from the project in an effort to reduce project quantities to meet the project budget. The bid amounts were based on multiplying the estimated number of units required by a unit price.</p> <p>Proposed streets include:</p> <table border="1"> <thead> <tr> <th>Street</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>Tiger Drive (Mill All)</td> <td>T.H. 23 to 400' North of Victory Drive</td> </tr> <tr> <td>Mercedes Street</td> <td>T-Bird Drive to T-Bird Drive</td> </tr> <tr> <td>Viper Trail</td> <td>Mercedes Drive to 120' East</td> </tr> <tr> <td>Birch Street</td> <td>N. Hill Street to N. Bruce Street</td> </tr> <tr> <td>Poplar Street</td> <td>N. Hill Street to N. Bruce Street</td> </tr> <tr> <td>Pine Street</td> <td>N. Hill Street to N. Bruce Street</td> </tr> <tr> <td>N. Hill Street (Mill All)</td> <td>Boxelder Av to end of Curb (350' N. of College Dr)</td> </tr> <tr> <td>Floyd Wild Drive</td> <td>Susan Intersection to Canoga Park Dr.</td> </tr> <tr> <td>Canoga Park Drive</td> <td>T.H. 23 to 726' East</td> </tr> <tr> <td>Whitney Circle (Mill All)</td> <td>All</td> </tr> <tr> <td>Whitney Circle</td> <td>Leveling for island removal</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <th>North 7th Street ADM Truck Lane 2" Mill and Overlay</th> <th>From-To</th> </tr> <tr> <td>North 7th Street (2" Mill All)</td> <td>Erie Road to Tree Dump Entrance</td> </tr> <tr> <td>ADM Truck Lane (2" Mill All)</td> <td>Erie Road to Tree Dump Entrance</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <th>Wastewater 1.5" Mill and Overlay Project</th> <th>From-To</th> </tr> <tr> <td>Main Lift Station Driveway (Mill All)</td> <td>Off Kossuth Street</td> </tr> <tr> <td>WWTP Collections Shop Parking Lot (Mill All)</td> <td>Located at the WWTP</td> </tr> <tr> <td>WWTP Tricking Filter Driveway (Mill All)</td> <td>Located at the WWTP</td> </tr> <tr> <td>T.H. 23 Lift Station (Mill All)</td> <td>Off T.H. 23 by SMSU</td> </tr> </tbody> </table>	Street	From-To	Tiger Drive (Mill All)	T.H. 23 to 400' North of Victory Drive	Mercedes Street	T-Bird Drive to T-Bird Drive	Viper Trail	Mercedes Drive to 120' East	Birch Street	N. Hill Street to N. Bruce Street	Poplar Street	N. Hill Street to N. Bruce Street	Pine Street	N. Hill Street to N. Bruce Street	N. Hill Street (Mill All)	Boxelder Av to end of Curb (350' N. of College Dr)	Floyd Wild Drive	Susan Intersection to Canoga Park Dr.	Canoga Park Drive	T.H. 23 to 726' East	Whitney Circle (Mill All)	All	Whitney Circle	Leveling for island removal			North 7th Street ADM Truck Lane 2" Mill and Overlay	From-To	North 7th Street (2" Mill All)	Erie Road to Tree Dump Entrance	ADM Truck Lane (2" Mill All)	Erie Road to Tree Dump Entrance			Wastewater 1.5" Mill and Overlay Project	From-To	Main Lift Station Driveway (Mill All)	Off Kossuth Street	WWTP Collections Shop Parking Lot (Mill All)	Located at the WWTP	WWTP Tricking Filter Driveway (Mill All)	Located at the WWTP	T.H. 23 Lift Station (Mill All)	Off T.H. 23 by SMSU
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	On March 7, 2023, bids were received for the above-referenced project. Two bids were received as shown on the attached Resolution Accepting Bid. The low bid was from Duinick, Inc., of Prinsburg, Minnesota, in the amount of \$887,990.20.								
Fiscal Impact:	<p>The engineer's estimate for mill and overlay is \$859,247, including all streets shown above (before removal of Canoga Park Drive and Floyd Wild Drive) and including ADA sidewalk ramp work.</p> <p>Following quantity reduction for city streets, and using the same unit price, funding for the project is as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Street Department: (2023 Street Department budget includes \$625,000)</td> <td style="text-align: right; vertical-align: bottom;">\$613,077.15</td> </tr> <tr> <td>Wastewater Department: (2023 Wastewater budget includes approximately \$149,500)</td> <td style="text-align: right; vertical-align: bottom;">\$56,221.97</td> </tr> <tr> <td>ADM per MOU dated 12/27/2022: (Per MOU, estimated at \$115,065 but actual project quantities and costs will be utilized for determination of costs to be billed to and paid by ADM.)</td> <td style="text-align: right; vertical-align: bottom;">\$123,985.98</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$793,285.10</td> </tr> </table> <p>Attached is the "Resolution Accepting Bid" awarding the contract to Duinick, Inc., of Prinsburg, Minnesota, in the amount of \$793,285.10.</p>	Street Department: (2023 Street Department budget includes \$625,000)	\$613,077.15	Wastewater Department: (2023 Wastewater budget includes approximately \$149,500)	\$56,221.97	ADM per MOU dated 12/27/2022: (Per MOU, estimated at \$115,065 but actual project quantities and costs will be utilized for determination of costs to be billed to and paid by ADM.)	\$123,985.98		\$793,285.10
Street Department: (2023 Street Department budget includes \$625,000)	\$613,077.15								
Wastewater Department: (2023 Wastewater budget includes approximately \$149,500)	\$56,221.97								
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	\$793,285.10								
Alternative/ Variations:	No alternative actions recommended.								
Recommendations:	that the Council adopt RESOLUTION NUMBER 23-XXX, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Duinick, Inc., of Prinsburg, Minnesota, for the above-referenced project in the amount of \$793,285.10.								

RESOLUTION NUMBER 23-_____

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

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

PROJECT ST-002-2023: BITUMINOUS OVERLAY PROJECT

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

Bidder	Bid Amount
Duininck, Inc. Prinsburg, Minnesota	\$887,990.20
Central Specialties, Inc. Alexandria, Minnesota	\$912,720.98

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

AND WHEREAS, the project quantities were revised thereby and the unit prices remained the same reducing the total cost of the project to \$793,285.10.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into an agreement with Duininck, Inc., of Prinsburg, Minnesota, in the amount of \$793,285.10, in the name of the City of Marshall for the above-referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 14th day of March, 2023.

ATTEST:

City Clerk

Mayor

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

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 14, 2023
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project ST-008 / SAP No. 139-121-004: Channel Parkway Pavement Replacement Project - 1) Consider Resolution Accepting Bid (Awarding Contract); 2) Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1051694.
Background Information:	<p>This project consists of: 3” mill of existing bituminous pavement and replacement with 3” new bituminous pavement, spot replacement of curb and gutter, and ADA pedestrian ramps along Channel Parkway in Marshall, MN.</p> <p>At their meeting on 02/23/2021, the City Council adopted a “Resolution of Support for Channel Parkway LRIP Application, authorizing City staff to submit an LRIP grant application for the concrete resurfacing of Channel Parkway.” On 09/07/2022, the City received authorization from MnDOT to advance the status of this project, with the project LRIP funding capped at \$1,250,000. The LRIP project funding requires the execution of a MNDOT grant agreement before the LRIP funds can be authorized.</p> <p>On October 20, 2022, bids were received for replacement of the existing bituminous pavement with concrete pavement. Four bids were received with the apparent low bid in the amount of \$3,790,693.55. The engineer’s estimate was approximately \$3,123,900. At the November 7, 2022 meeting, the City Council rejected all bids received and authorized City staff to proceed with redesigning the project to a bituminous mill and overlay project to be bid in 2023.</p> <p>At the January 24, 2023 meeting, the City Council authorized advertisement for bids for the bituminous mill and overlay project. Bids were received on March 7, 2023, for the above-referenced project.</p>
Fiscal Impact:	<p>The project is included in the 2023 capital improvement plan (CIP). The City has been awarded a maximum Local Road Improvement Program (LRIP) grant award in the amount of \$1,250,000 towards construction of the project.</p> <p>1) <u>Consider Resolution Accepting Bid (Awarding Contract):</u> Bids were received on March 7, 2023, for the above-referenced project. Two bids were received as shown on the attached resolution awarding contract. The apparent low bid was received from Duinick, Inc. of Prinsburg, Minnesota, in the amount of \$1,374,151.96. The engineer’s estimate for this project was \$1,554,082.90. The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$1,673,717.09.</p> <p>2) <u>Consider Resolution Authorizing Execution of Grant Agreement No. 1051694:</u> MnDOT announced on December 2, 2020 that the agency would be soliciting applications for Local Road Improvement Program (LRIP) grants. The 2020 bonding bill included \$75 million in undesignated LRIP funds to be awarded to local units of government on a competitive basis. The last LRIP grant period occurred in 2018 and approximately \$34 million was made available. The City has been awarded an LRIP Grant in the amount of \$1,250,000 per MnDOT Grant Agreement 1051694.</p>

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 23-XXX, which is the “Resolution Accepting Bid (Award Contract)” for Project ST-008 / SAP No. 139-121-004: Channel Parkway Pavement Replacement Project to Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$1,374,151.96.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 23-XXX, which is the “Resolution Authorizing Execution of MnDOT Grant Agreement No. 1051694” for the LRIP grant award in the amount of \$1,250,000 towards construction of the project.</p>

RESOLUTION NUMBER 23-_____

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for Project ST-008 / SAP No. 139-121-004: Channel Parkway Pavement Replacement Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Amount
Duininck, Inc. Prinsburg, MN	\$1,374,151.96
Central Specialties, Inc. Alexandria, MN	\$1,722,527.94

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

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into an agreement with Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$1,374,151.96 according to the plans and specifications on file in the Office of the City Clerk.

Passed and adopted by the Council this 14th day of March, 2023.

Mayor

ATTEST:

City Clerk

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

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP)
 GRANT AGREEMENT**

This Agreement between the Minnesota Department of Transportation (“MnDOT”) and the Grantee named below is made pursuant to Minnesota Statutes Section 174.52 and pursuant to Minn. Laws 2020, 5th Special Session, Chapter 3- H.F. 1. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

City of Marshall
344 W. Main Street
Marshall, MN 56258
 Contact: Jason Anderson, P.E., Director of Public Works
Jason.Anderson@ci.marshall.mn.us
507-537-6773

2. Project(s):

Name of Project & Project Number (See Exhibit C for location)	Amount of LRIP Funds	Amount of Required Matching Funds	Completion Date
SAP 139-121-004 – Channel Parkway Pavement Replacement Project	\$1,250,000.00	\$124,151.96	December 31, 2027

3. Total Amount of LRIP Grant for all projects under this Agreement: \$1,250,000.00
4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

- Exhibit A Completed Sources and Uses of Funds Schedule
- Exhibit B Project Schedule
- Exhibit C Bond Financed Property Certification
- Exhibit D Grant Application
- Exhibit E Grantee Resolution Approving Grant Agreement
- Exhibit F General Terms and Conditions

5. Additional requirements, if any:

6. Any modification of this Agreement must be in writing and signed by both parties.

(The remaining portion of this page was intentionally left blank.)

PUBLIC ENTITY (GRANTEE)

DEPARTMENT OF TRANSPORTATION
Approval and Certifying Encumbrance

By: _____

Title: _____

Date: _____

By: _____
State Aid Programs Manager

Date: _____

Office of Contract Management

By: _____

Title: _____

Date: _____

By: _____
Contract Administrator

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with LRIP	
LRIP Grant (Acct 331)	\$ 1,250,000.00	Grant Funds:	
		Roadway, curb and gutter, storm sewer	\$ 1,250,000.00
Other:			\$
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$1,250,000.00	Subtotal	\$ 1,250,000.00
Public Entity Funds:		Items paid for with Non-	
Matching Funds		LRIP Grant Funds:	
Local Match	\$ 124,151.96	Roadway, curb and gutter, storm sewer	\$ 124,151.96
Other:			
	\$		\$
	\$		
	\$		
Subtotal	\$124,151.96	Subtotal	\$124,151.96
TOTAL FUNDS	\$1,374,151.96	TOTAL PROJECT COSTS	\$1,374,151.96

EXHIBIT B

PROJECT SCHEDULE

Award Date [March 14, 2023]
Construction Start Date [June 5, 2023]
Construction Substantial Complete Date [September 1, 2023]
Contract Final Completion Date [December 31, 2027]

EXHIBIT C

BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Lyon, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the “Restricted Property”) and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

- A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and
- B. The Restricted Property is subject to the provisions of the Local Road Improvement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated _____, 20__; and
- C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: March 14, 2023

City of Marshall, a political subdivision of the State of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1 to Exhibit C

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

Replacement of existing bituminous pavement with mill and overlay, replacement of curb and gutter, and ADA pedestrian ramps along Channel Parkway.

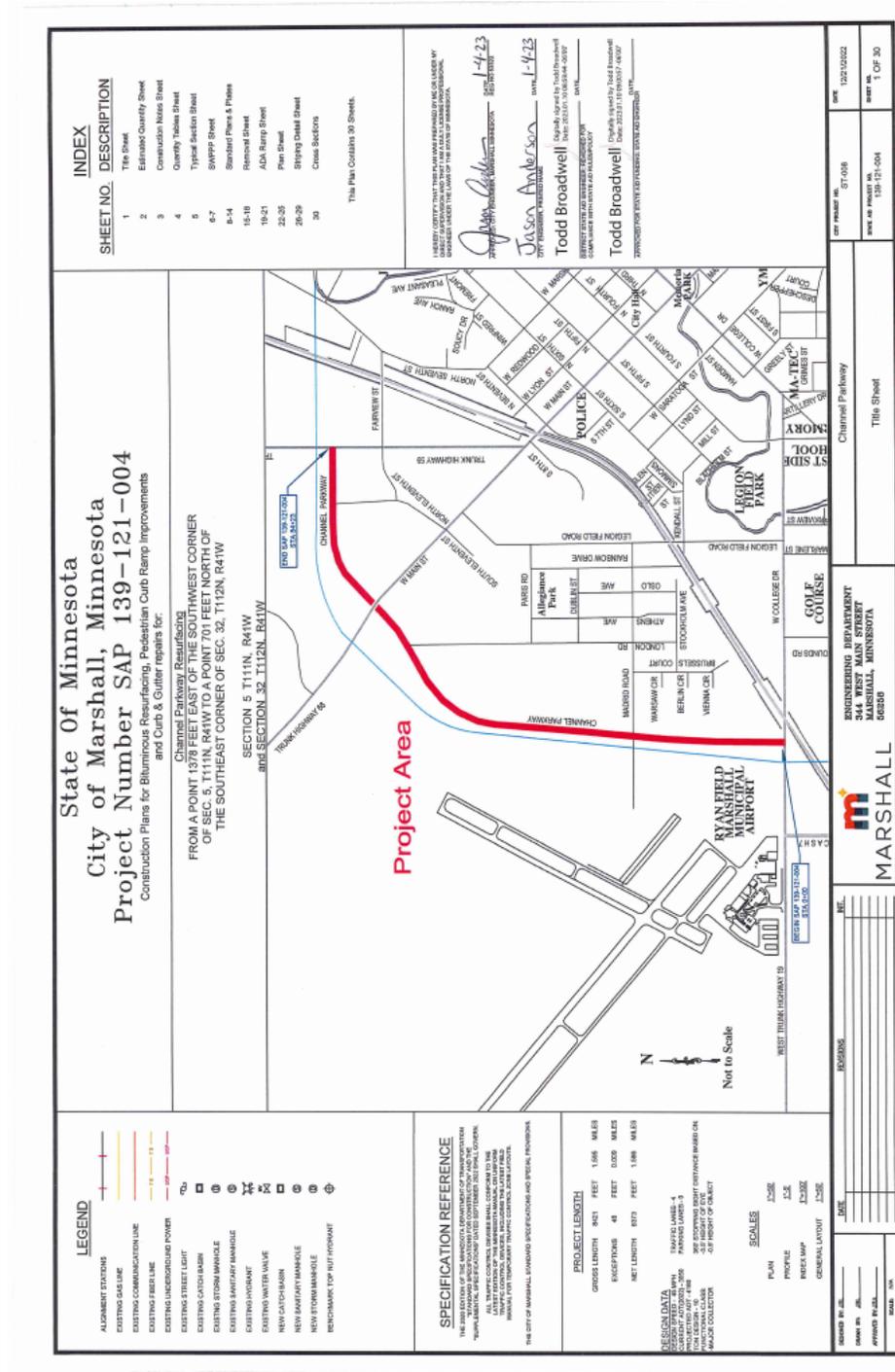


EXHIBIT D
GRANT APPLICATION

A. Applicant Information		
1. Name (First & Last):	Jessie Dehn	2. Phone Number:(507) 537-6773
3. E-mail:	Jessie.Dehn@ci.marshall.mn.us	4. Agency Type:State Aid City
5. Agency Name:City of Marshall, MN		
6. Street Address:344 W. Main Street		
7. City:	Marshall	8. State: MN
		9. Zip Code:56258
10. Sponsoring County and County Engineer name (required if applicant is small city or township)		

B. Project Location	
1. MnDOT District:D8	2. County:Lyon
3. City:Marshall	4. Township:Lake Marshall Twp
5. Name of Road:Channel Parkway	6. Type of Road: Municipal State Aid Street
7. Road Authority Type (which agency owns and has jurisdiction of the road): State Aid City	
8. Project Termini: From MN Highway 19	9. To: US Highway 59

C. Project Description
1. Type of Project. Rehabilitation
2. Select the LRIP Account requested for funding. Routes of Regional Significance
<p>3. Provide a summary of the proposed project and the transportation deficiencies that will be eliminated, including a description of operational and general safety benefits of the project. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under Section D3.</p> <p>The proposed project will include replacement of the existing bituminous pavement surface with a concrete pavement surface. Currently, the pavement surface is exhibiting stresses indicative of excessive loading. There is longitudinal fatigue cracking within the wheel paths of the roadway. The City of Marshall recently completed some repairs of severe rutting (3-4") at the intersection of Channel Parkway and MN Highway 68. This project intends to correct any deficiencies in the pavement section and provide a lasting pavement that will accommodate the types of loading that this street has encountered over the past several years.</p>

D. LRIP Account Considerations and Eligibility

D1. Trunk Highway Corridor Account Considerations and Eligibility

1. Describe the state trunk highway project and how the local road(s) will be impacted by the trunk highway project. Funds from this account are for local road improvements impacted by trunk highway projects where local agencies have cost responsibility. It is not intended to be used for improvements or projects on the trunk highway or within the trunk highway corridor right of way that require local cost sharing per MnDOT's Cost Participation Policy.

This project is not on the state trunk highway. However, this project will connect and intersect 3 different state highways (MN 19, MN 68 and US 59).

D2. Routes of Regional Significance Account Considerations and Eligibility

1. For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

- | | |
|--|---|
| <input checked="" type="checkbox"/> Farm to Market route | <input checked="" type="checkbox"/> Part of a 10-ton route network |
| <input type="checkbox"/> Part of an economic development plan | <input checked="" type="checkbox"/> Connect to regional tourist destination |
| <input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road | <input checked="" type="checkbox"/> Is a connection to the regional system, trunk highway, or a county road |

2. Describe the number of persons and potential multiple local agencies that will be positively impacted by the project and how they will benefit.

There are a number of agencies, businesses and groups that would benefit from this project. This route is one of the highest traveled City streets within Marshall (3,050 AADT - 2018). A significant number of the vehicles that use this route are trucks. MnDOT receives a benefit of this project by providing an alternate route for OS/OW vehicles connecting US Highway 59 and MN Highways 68 and 19. The City of Marshall Parks Department benefits through improved access to the softball complex adjacent to Channel Parkway. The softball complex attracts several events that bring hundreds of attendees to the area each year. There are a number of industries and businesses that use Channel Parkway regularly, including US Bank that operates a large regional office on Madrid Street that employs 550 employees. These businesses and industries benefit through the project through an improved access route for their employees and trucking operations.

D2. Routes of Regional Significance Account Considerations and Eligibility

3. Describe the project contribution to the local, regional or state economy, and economic development or redevelopment efforts.

During fall harvest, this is a major route for farm trucks entering Marshall from the west and driving to ADM at the north end of the City. There are also a number of industries that directly access Channel Parkway or use Channel Parkway as an access route to get to the State Highway system. Waste Management, Material Distributors, Marshall Machine Shop, Northwest Pipe Fittings, Marshall Truss Systems, and soon-to-relocate Border States Electric all have trucking coming in and out of their facilities daily that use Channel Parkway as an access route. Any OS/OW vehicles that prefer not to go through Downtown Marshall also use Channel Parkway as an alternate route to connect US Highway 59 and MN Highways 68 and 19. The project would improve access to the large regional US Bank office that employs hundreds of employees also. Finally, the Parks Department maintains the softball complex that receives several events with hundreds of attendees over the course of the year. An improved access route may make the area more attractive for additional events in the future. If Channel Parkway becomes an improved access route that can accommodate large trucks and higher volumes of vehicles, prime development land along London Road and future MSAS 134 that will run adjacent to the west side of the Diversion Channel would become more attractive to developers. This includes the potential for airport facilities that have been previously identified west of Madrid Circle, immediately adjacent to Channel Parkway.

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

1. Is this project on a County State Aid Highway? No

2. Is this project or components of this project identified in a County Road Safety Plan? No

This project is not on a County State Aid highway.

3. Identify the appropriate focus area that your project/safety strategy aligns with in the [Minnesota Strategic Highway Safety Plan](#). - please select -

D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)

4. Identify the type of crash or safety hazard this project is trying to address. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

This project is not on a County State Aid highway.

5. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

This project is not on a County State Aid highway.

E. Project Readiness and Ability to Maintain

1. Estimated Construction Year: 2023

2. Are there railroad impacts (RR xing or RR tracks within 600' of the project)? Yes, will obtain RR permits/agreements
There is a railroad crossing on MN Highway 19, approximately 150 feet east of the intersection with Channel Parkway.

3. What is the status of the engineering and design work on the project? Design in progress
Project scoping and preliminary engineering has been completed. Design plans are planned for completion in 2021.

4. Has this project been selected for federal funding, and if so what year in the STIP? No

No federal funding has been identified for this project.

5. Is right of way acquisition required? If so, describe the status of these efforts. No ROW

No additional Right-of-Way will be required for this project.

6. Describe the local agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion.

Currently, the City owns, operates and maintains Channel Parkway as appropriately as feasible. This includes the recent work completed at the intersection of MN Highway 68 to repair severe rutting on Channel Parkway.

F. Multimodal/Complete Streets

Identify infrastructure improvements for non-motorized and/or transit users on this project.

The Camden Regional Bike Trail is a multi-purpose recreational trail extending from Southwest Minnesota State University (SMSU) through the City of Marshall, and connecting area residents to Camden State Park. The trail follows adjacent to Channel Parkway. While most of the trail is paved bituminous surface, the trail adjacent to Channel Parkway is a concrete surface. Repairs to poor condition or damaged sections of trail would be included in the design of the project. Any identified ADA improvements to the trail along this stretch would also be included. The Public Works Department would coordinate with the Parks Department to identify potential locations for bicycling amenities including a bike rack and/or a repair station.

G. Estimated Project Cost

Source of Funding

1. LRIP Request: 1250000
2. Federal Funds:
3. State Aid Funds: 1183522.82
4. Local/Other Funds:
5. MnDOT Trunk Highway Funds:
6. Total Project Cost: 2433522.82

H. Attachments

- At least one project location map with routes and project termini labeled
- Engineer's Estimate with an itemized breakdown
- Project schedule
- Local agency resolution
- Resolution of support from sponsoring county agreeing to be sponsor and agreeing to perform sponsor tasks as identified above in section "Project Selection" (required for applications by townships and cities under 5,000 population)
- Other letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP_RamseyCounty_CSAH30.pdf.

The application and attachments are due by 4:00 p.m. on **March 3, 2021**. Applications and attachments should be submitted electronically to saltirhelp.dot@state.mn.us. Please limit the file size transmitted via email to no more than 10 MB. State Aid will send a reply acknowledging receipt of the application. If you haven't received a reply from State Aid within a few days of submittal, send an email to saltirhelp.dot@state.mn.us to inquire about the status of the application.

More information is available at:

- LRIP website at: <http://www.dot.state.mn.us/stateaid/lrip.html>.
- PowerPoint on LRIP at: <http://www.dot.state.mn.us/stateaid/training/lrip.pptx>

If you have questions regarding this solicitation, contact Marc Brieese at 651-366-3802 or marc.brieese@state.mn.us.

EXHIBIT E

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

**RESOLUTION 23-____ SECOND SERIES
RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT NO. 1051694**

**Exhibit E for Grant Agreement to State Transportation Fund
Local Road Improvement Program
Grant Terms and Conditions
SAP 139-121-004
March 14, 2023**

WHEREAS, the City of Marshall has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Local Road Improvement; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$1,250,000.00 by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Marshall does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper City officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Passed and adopted by the City Council this 14th day of March, 2023.

ATTEST:

City Clerk

Mayor

EXHIBIT F

GENERAL TERMS AND CONDITIONS FOR LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) GRANTS

Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

“Advance(s)” - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Agreement” - means the Local Road Improvement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

“Certification” - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

“Code” - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner” - means the Commissioner of Minnesota Management & Budget.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property” dated July 30, 2012, as it may be amended or supplemented.

“Completion Date” - means the projected date for completion of the Project as indicated in the Agreement.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” - means the work to be performed under the Construction Contract Documents.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

“G.O. Bonds” - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LRIP Grant, and any bonds issued to refund or replace such bonds.

“Grant Application” - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

“LRIP Grant” - means a grant from MnDOT to the Public Entity under the LRIP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

“LRIP” - means the Local Road Improvement Program pursuant to Minn. Stat. Sec. 174.52 and rules relating thereto.

“MnDOT” - means the Minnesota Department of Transportation.

“Outstanding Balance of the LRIP Grant” - means the portion of the LRIP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

“Project” - means the Project identified in the Agreement to be totally or partially funded with a LRIP grant.

“Public Entity” - means the grantee of the LRIP Grant and identified as the Public Entity in the Agreement.

“Real Property” - means the real property identified in the Agreement on which the Project is located.

Article II GRANT

Section 2.01 **Grant of Monies.** MnDOT shall make the LRIP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 **Public Ownership,** The Public Entity acknowledges and agrees that the LRIP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LRIP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one of the following applicable activities: (i) preliminary, final construction and engineering and administration (ii) constructing or reconstructing city streets, county highways, or town roads with statewide or regional significance that have not been fully funded through other state, federal, or local funding sources; or (iii) capital improvement projects on county state-aid highways that are intended primarily to reduce traffic crashes, deaths, injuries, and property damage. The Public Entity shall not use the LRIP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement.

Section 2.04 Operation of the Real Property. The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 Sale or Lease of Real Property. The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public Entity's Representations and Warranties. The Public Entity represents and warrants to MnDOT that:

- A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.
- B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.
- C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
- D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LRIP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.
- E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LRIP Grant or the disbursement of the LRIP Grant is and will be true and correct.
- F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.
- G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

- H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.
- J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.
- K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.
- L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.
- M. It will supply whatever funds are needed in addition to the LRIP Grant to complete and fully pay for the Project.
- N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.
- O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.
- Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

- A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LRIP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

- B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.
- C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.
- D. If the Public Entity fails to use the proceeds of the LRIP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LRIP.
- E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.
- F. If the Public Entity fails to complete the Project by the Completion Date.
- G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.
- H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.
- I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

- A. MnDOT may refrain from disbursing the LRIP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.
- B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LRIP Grant be returned to it.
- C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor

of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Effect of Event of Default. The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LRIP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 Termination of Agreement and Modification of LRIP Grant.

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LRIP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT's obligation to fund the LRIP Grant shall terminate. In such event, (i) if none of the LRIP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LRIP Grant and the Agreement will terminate, and (ii) if some but not all of the LRIP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LRIP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LRIP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess Funds. If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III

**COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
AND THE COMMISSIONER'S ORDER**

Section 3.01 State Bond Financed Property. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LRIP Grant will only pay for a portion of the Project.

Section 3.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LRIP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

- B. It will deposit and hold the LRIP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.
- C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.
- D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” within the meaning of Code Sections 141(b) and 145(a).
- E. It will not otherwise use any of the LRIP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity’s interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner’s Order.

Article IV DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LRIP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LRIP Grant. If the amount of LRIP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LRIP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LRIP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT’s obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LRIP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LRIP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate

of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 5.13 that have been disbursed})$$

Formula #2:

$$\text{Cumulative Advances} \leq (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LRIP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LRIP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LRIP Grant set forth in Section 1.01.
- B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

- A. Advances are not made prior to completion of work performed on the Project.
- B. All Advances are processed on a reimbursement basis.
- C. The Public Entity must first document expenditures to obtain an Advance.
- D. Reimbursement requests are made on a partial payment basis or when the Project is completed.
- E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

Article V MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 Condemnation. If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 Use, Maintenance, Repair and Alterations. The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 Recordkeeping and Reporting. The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 Inspections by MnDOT. The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a “municipality” as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers’ Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any

breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 Choice of Law and Venue. All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 Severability. If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 Matching Funds. Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 Sources and Uses of Funds. The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 Project Completion Schedule. The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 Third-Party Beneficiary. The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 Public Entity Tasks. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in

Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 Worker's Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 Antitrust Claims. The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 Entire Agreement. The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 E-Verification. The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 Title VI/Non-discrimination Assurances. Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 14, 2023
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project – 1) Consider Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City; 2) Consider Resolution Accepting Bid (Award Contract).
Background Information:	<p>This project consists of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street and North 3rd Street from West Main Street to West Redwood Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work. Also included with this project will include reconstruction of the Addison Parking Lot adjacent to West Lyon Street and East College Drive. Reconstruction of the parking lot will include pavement removal, grading, aggregate base, and concrete surfacing.</p> <p>Bids were received on March 9, 2023, for the above-referenced project. Three bids were received as shown on the attached resolution awarding contract. The apparent low bid was received from R&G Construction Co. of Marshall, Minnesota, in the amount of \$3,845,497.31. The engineer’s estimate for this project was \$3,598,863.46.</p>
Fiscal Impact:	<p>The above-referenced project, or a portion thereof, may be financed by the sale of bonds with repayment coming from assessments and Debt Service Fund Levy. It is required that action be authorized by City Council via the attached “Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City”. This resolution was received by Baker Tilly US, LLP and amounts input per the Finance Department.</p> <p>The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$4,683,815.72.</p> <p>Attached is the “Resolution Accepting Bid” awarding the contract to R&G Construction Co. of Marshall, Minnesota, in the amount of \$3,845,497.31.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation.</p> <p>The financing and cost participation will be forthcoming and addressed at the time of the Resolution Declaring Cost to be Assessed.</p>
Alternative/Options:	No alternative actions recommended.

Recommendations:	<p>Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 23-XXX, which provides for Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 23-XXX, which is the “Resolution Accepting Bid (Award Contract)” for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project to R&G Construction Co. of Marshall, Minnesota, in the amount of \$3,845,497.31.</p>
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RESOLUTION NUMBER 23-_____

DECLARING THE OFFICIAL INTENT OF THE CITY OF MARSHALL, MINNESOTA TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS TO BE ISSUED BY THE CITY

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt obligations used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Marshall, Minnesota (the "City") expects to incur certain expenditures that may be financed temporarily from sources other than tax-exempt bonds and other obligations, and reimbursed from the proceeds of tax-exempt obligations; and

WHEREAS, the City has determined to make this declaration of official intent (the "Declaration") to reimburse certain costs from proceeds of tax-exempt bonds or other obligations in accordance with the Reimbursement Regulations; and

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

1. The City proposes to construct Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project (collectively, the "Project"). This project consists of: reconstruction and utility replacement on West Lyon Street from East College Drive to North 5th Street and North 3rd Street from West Main Street to West Redwood Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North 3rd Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work. Also included with this project will include reconstruction of the Addison Parking Lot adjacent to West Lyon Street and East College Drive. Reconstruction of the parking lot will include pavement removal, grading, aggregate base, and concrete surfacing.

2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of tax-exempt bonds or other obligations in an estimated maximum principal amount of \$ \$2,550,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds or other obligations, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds or other obligations, except for the following expenditures: (a) costs of issuance of bonds or other obligations; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue of bonds or other obligations; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, soil testing, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt bonds or other obligations described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds or other obligations to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Passed and adopted by the Council this 14th day of March, 2023.

Robert J. Byrnes, Mayor

ATTEST:

Item 4. _____
Anderson, City Clerk

RESOLUTION NUMBER 23-_____

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Amount
R&G Construction Co. Marshall, MN	\$3,845,497.31
Duininck, Inc. Prinsburg, MN	\$5,055,364.05
Hulstein Excavating, Inc. Pipestone, MN	\$5,157,287.39

AND WHEREAS, it appears that R&G Construction Co. of Marshall, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into an agreement with R&G Construction Co. of Marshall, Minnesota, in the amount of \$3,845,497.31, according to the plans and specifications on file in the Office of the City Clerk.

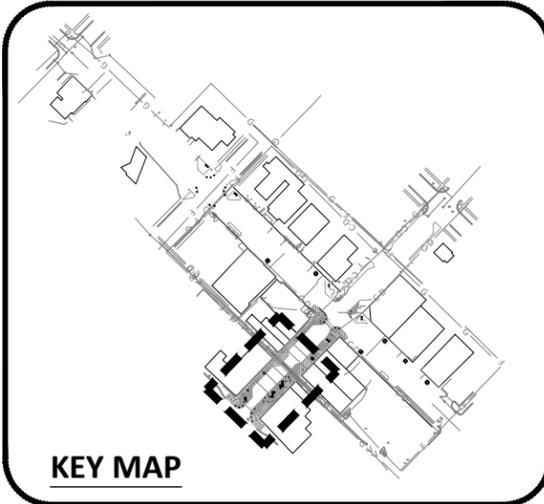
Passed and adopted by the Council this 14th day of March, 2023.

Mayor

ATTEST:

City Clerk

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



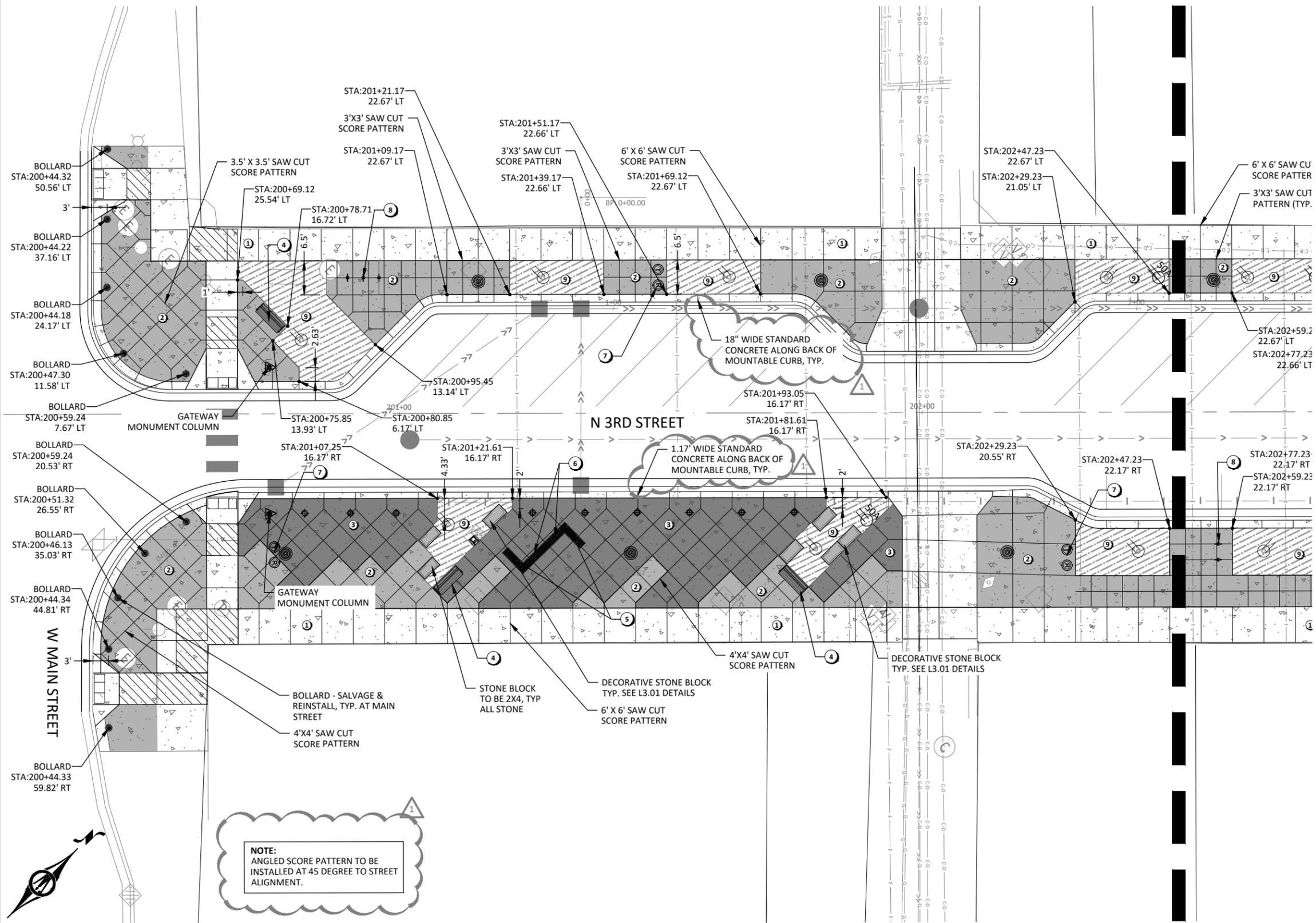
KEY MAP

SITE KEYNOTES:

- ① STANDARD CONCRETE WALK, REFER TO PLAN AND PROFILE SHEETS
- ② CONCRETE WALK SPECIAL, REFER TO L3.02
- ③ SPECIAL SURFACE TREATMENT - DARK GREY, SANDBLASTING & STAINING, REFER TO L3.02
- ④ BENCH TYPE 1, REFER TO L3.03
- ⑤ NOT IN CONTRACT - BY OTHERS
- ⑥ NOT IN CONTRACT - BY OTHERS
- ⑦ WASTE AND RECYCLING RECEPTACLE, REFER TO L3.03
- ⑧ BIKE RACK, REFER TO L3.03
- ⑨ LANDSCAPE BED, REFER TO L2.00 SHEET SERIES
- ⑩ SEEDING, SEED MIXTURE 25-131, MULCH MATERIAL TYPE 3, FERTILIZER TYPE 3
- ⑪ TREE GRATE, REFER TO L3.01

ELECTRICAL ITEMS LEGEND REFER TO ELECTRICAL SHEETS

- LIGHT UNIT TYPE A FOOTING, POLE AND FIXTURE BY OTHERS
- LIGHT UNIT TYPE B FOOTING, POLE AND FIXTURE BY OTHERS
- GFCI - DULEX PEDESTAL
- 50 AMP EVENT POWER PEDESTAL
- 20 AMP EVENT POWER PEDESTAL
- LIGHT UNIT TYPE C INSTALLATION, BOLLARD BY OTHERS



NOTE:
ANGLED SCORE PATTERN TO BE INSTALLED AT 45 DEGREE TO STREET ALIGNMENT.

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

Samuel J. Kessel

SAMUEL J. KESSEL
 LIC. NO. 50677 DATE 02/14/2023

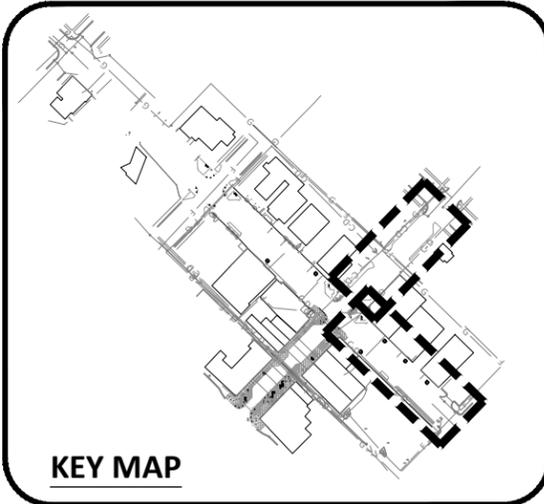
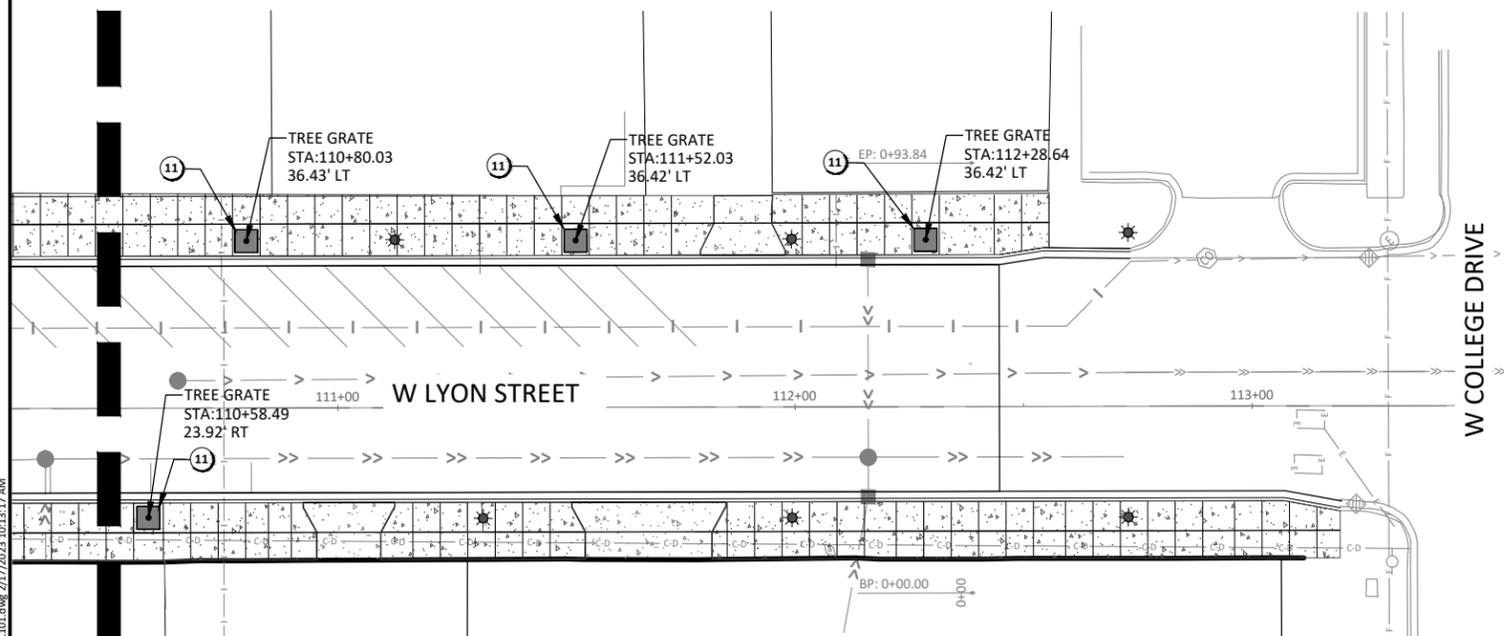
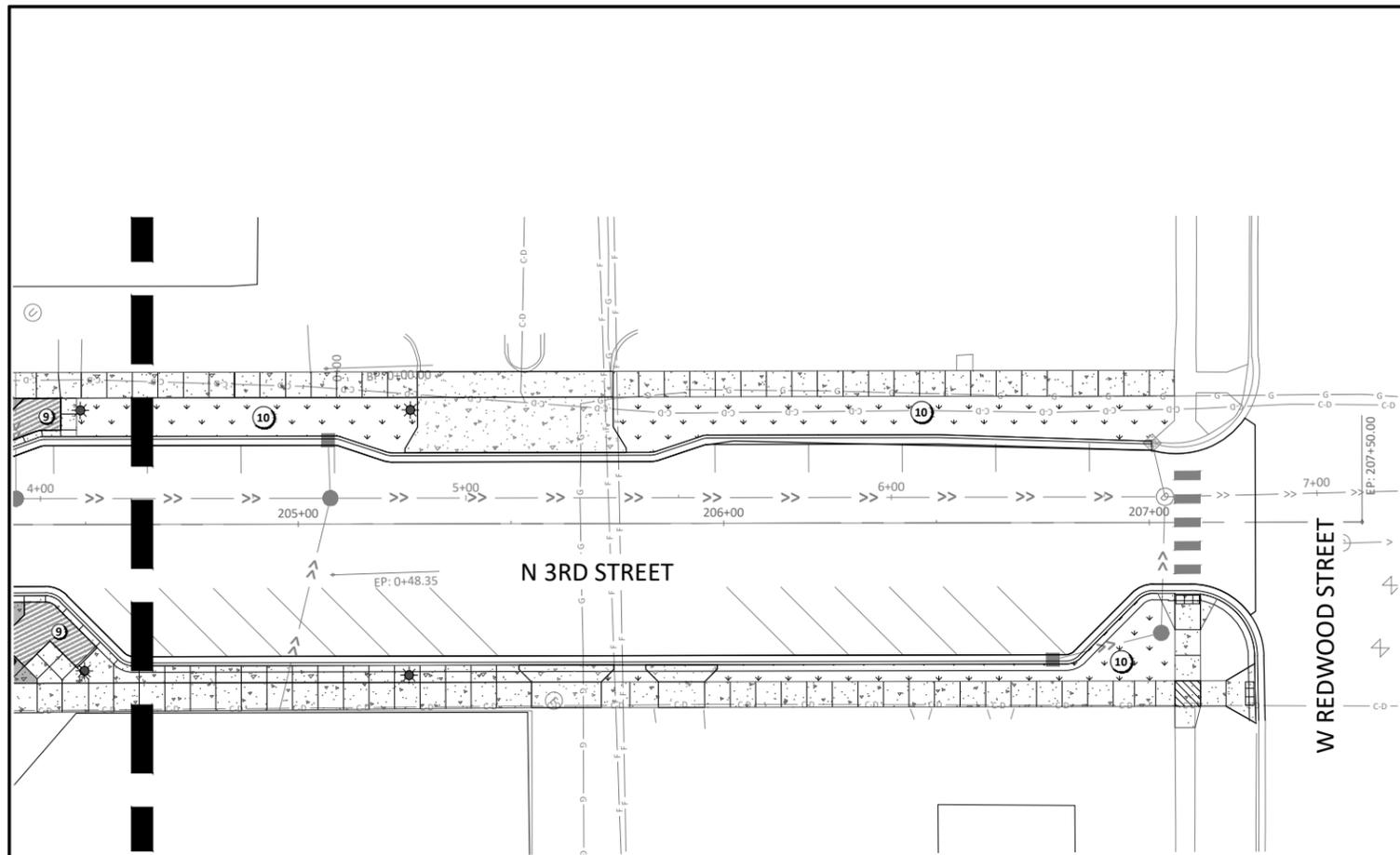


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 Phone: (507) 625-4171
 Email: Mankato@bolton-menk.com
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CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 PLAN SHEETS
 STREETScape LAYOUT PLAN



SITE KEYNOTES:

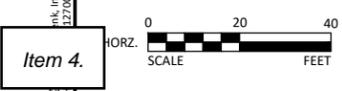
- ① STANDARD CONCRETE WALK, REFER TO PLAN AND PROFILE SHEETS
- ② CONCRETE WALK SPECIAL, REFER TO L3.02
- ③ SPECIAL SURFACE TREATMENT - DARK GREY, SANDBLASTING & STAINING, REFER TO L3.02
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- ⑧ BIKE RACK, REFER TO L3.03
- ⑨ LANDSCAPE BED, REFER TO L2.00 SHEET SERIES
- ⑩ SEEDING, SEED MIXTURE 25-131, MULCH MATERIAL TYPE 3, FERTILIZER TYPE 3
- ⑪ TREE GRATE, REFER TO L3.01

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- GFCI - DULEX PEDESTAL
- 50 AMP EVENT POWER PEDESTAL
- 20 AMP EVENT POWER PEDESTAL
- LIGHT UNIT TYPE C INSTALLATION, BOLLARD BY OTHERS



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Samuel J. Kessel

SAMUEL J. KESSEL
 LIC. NO. 50677 DATE 02/14/2023

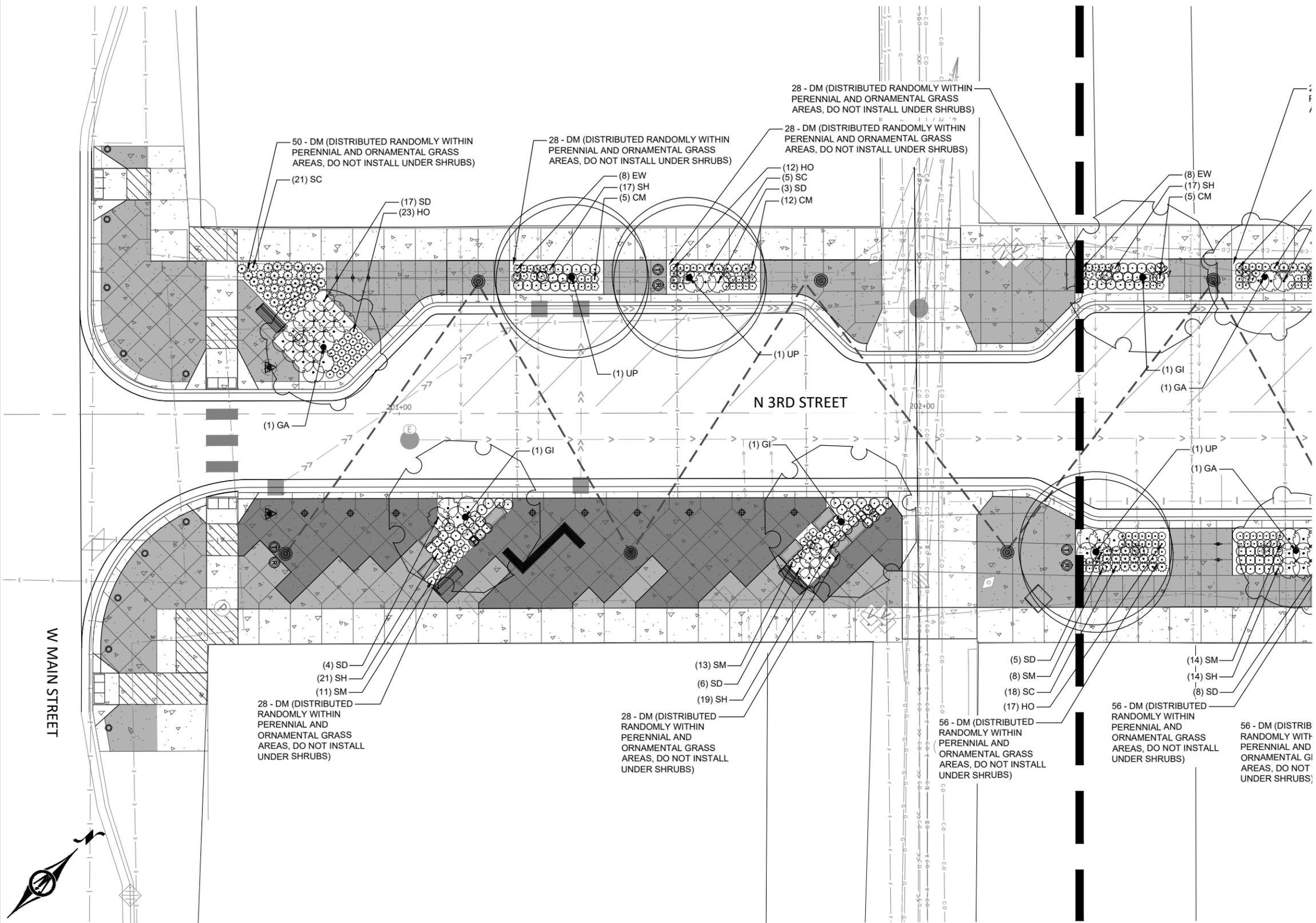
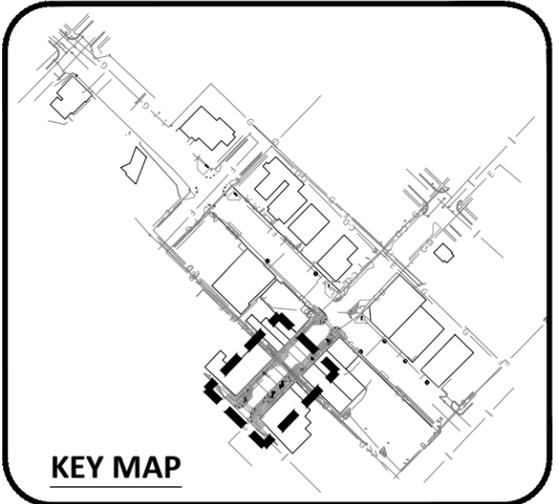


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CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 PLAN SHEETS
 STREETScape LAYOUT PLAN



- LEGEND:**
- SEED MIXTURE 25-131, HYDRAULIC MULCH MATERIAL FERTILIZER TYPE 3
 - STREET TREES
 - SHRUBS
 - GRASSES
 - PERENNIALS

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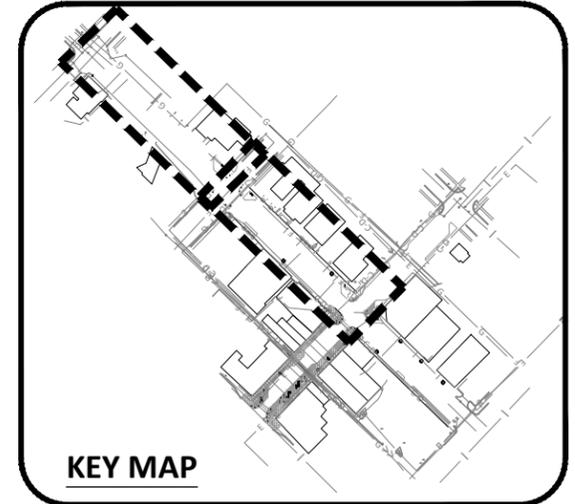
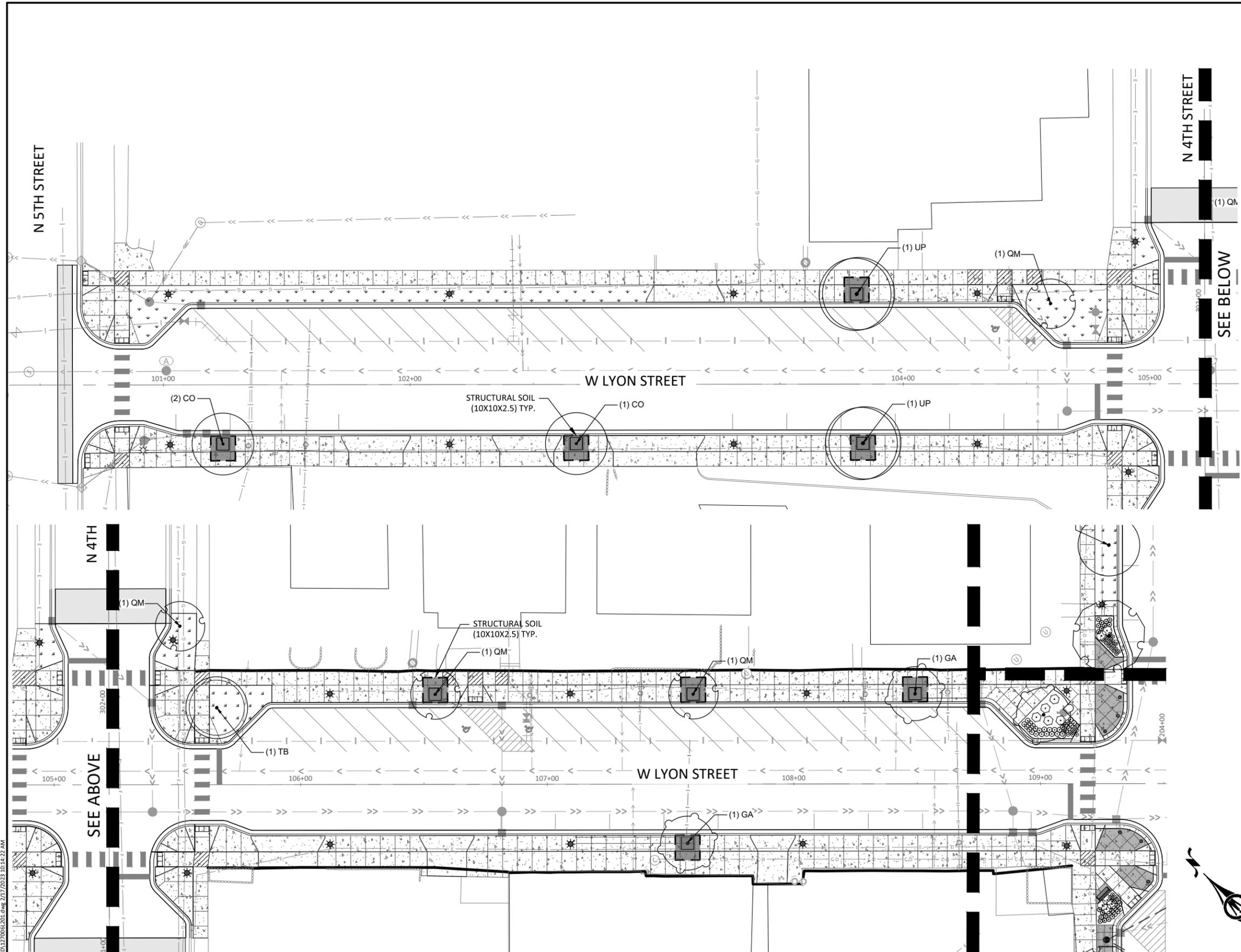
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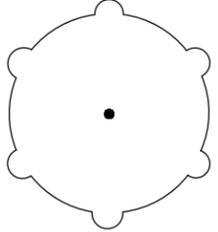


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CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 LANDSCAPE PLANS
 LANDSCAPE PLAN

Item 4.



- LEGEND:**
-  SEED MIXTURE 25-131,
HYDRAULIC MULCH
MATERIAL FERTILIZER TYPE 3
 -  STREET TREES
 -  SHRUBS
 -  GRASSES
 -  PERENNIALS

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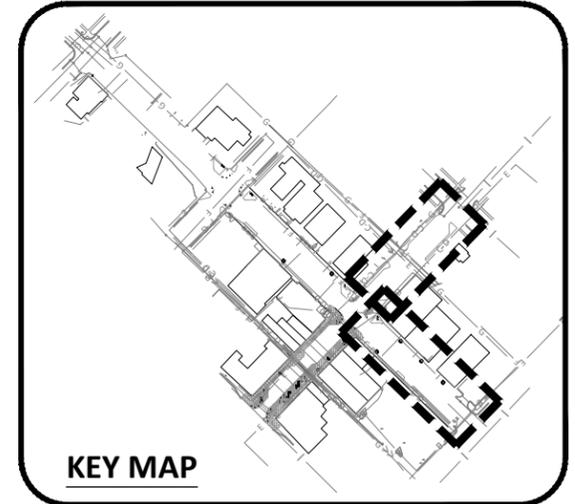
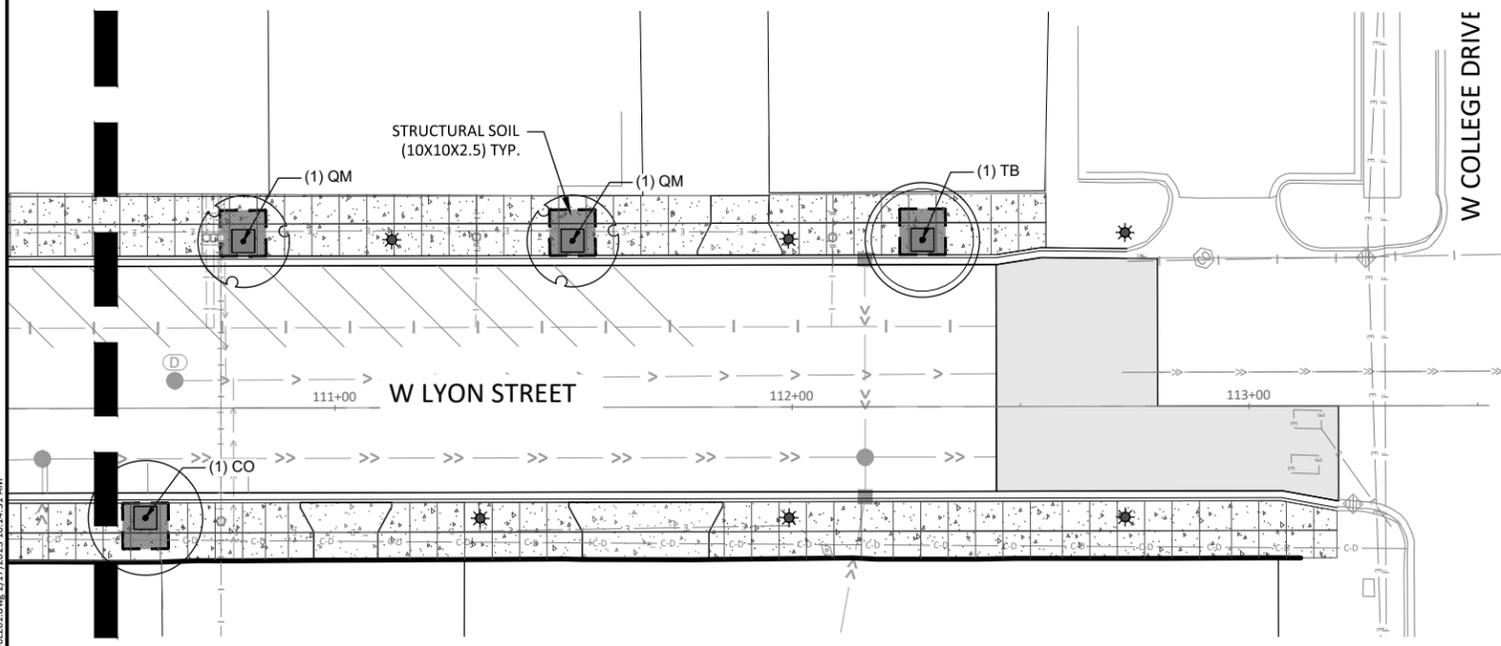
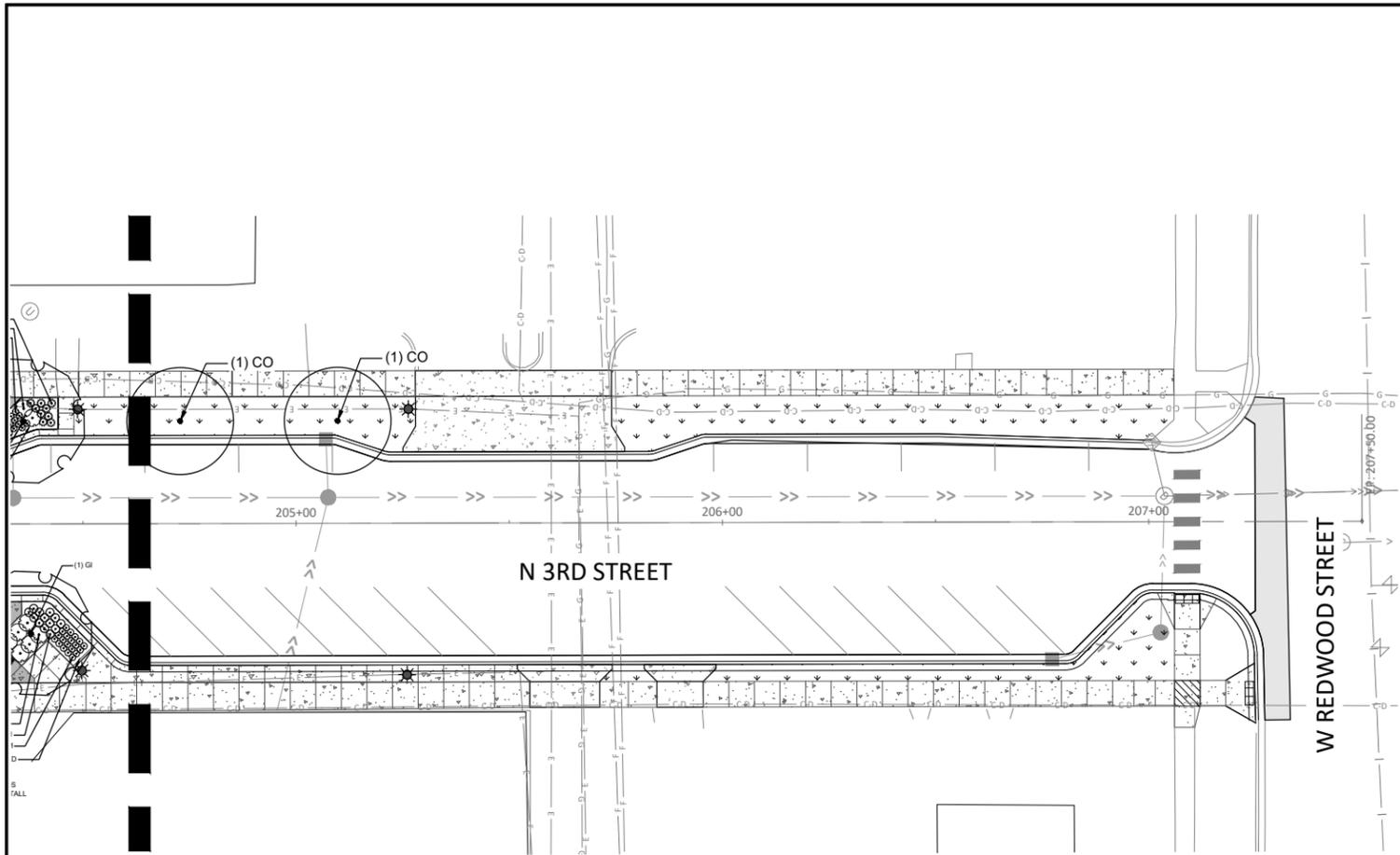


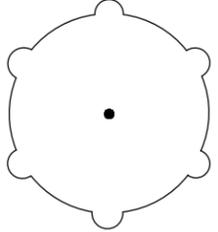
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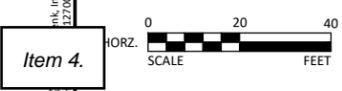
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CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 LANDSCAPE PLANS
 LANDSCAPE PLAN



- LEGEND:**
-  SEED MIXTURE 25-131,
HYDRAULIC MULCH
MATERIAL FERTILIZER TYPE 3
 -  STREET TREES
 -  SHRUBS
 -  GRASSES
 -  PERENNIALS

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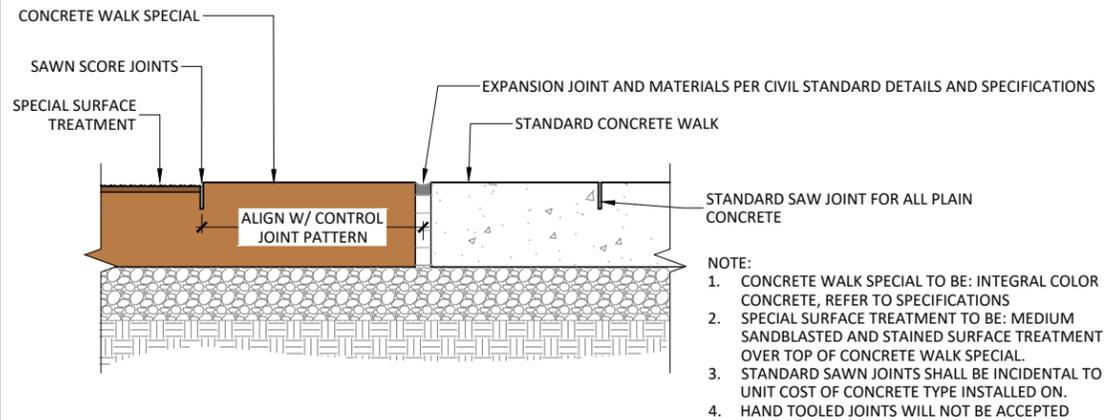


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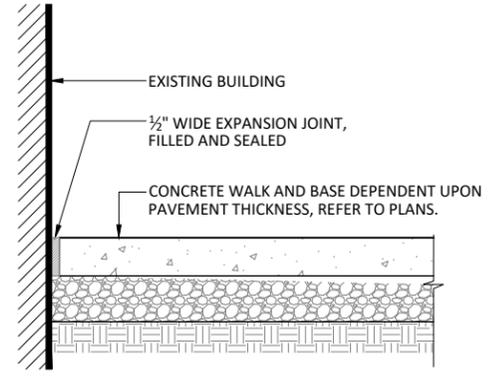


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CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 LANDSCAPE PLANS
 LANDSCAPE PLAN

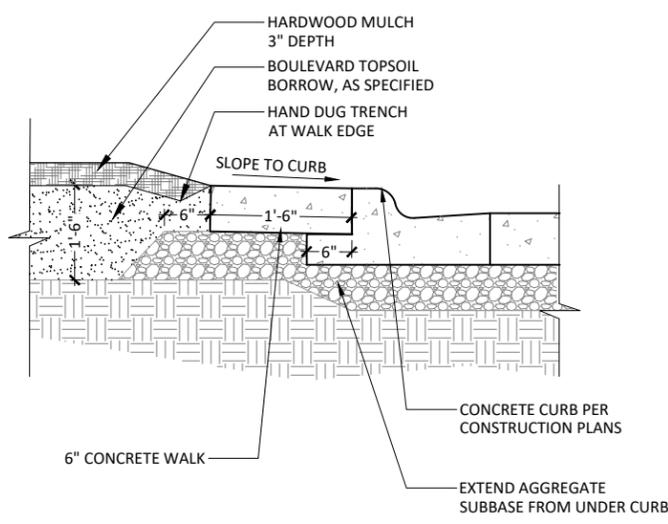


1 TYPICAL SECTION: CONCRETE SIDEWALK TYPES AND JOINTS



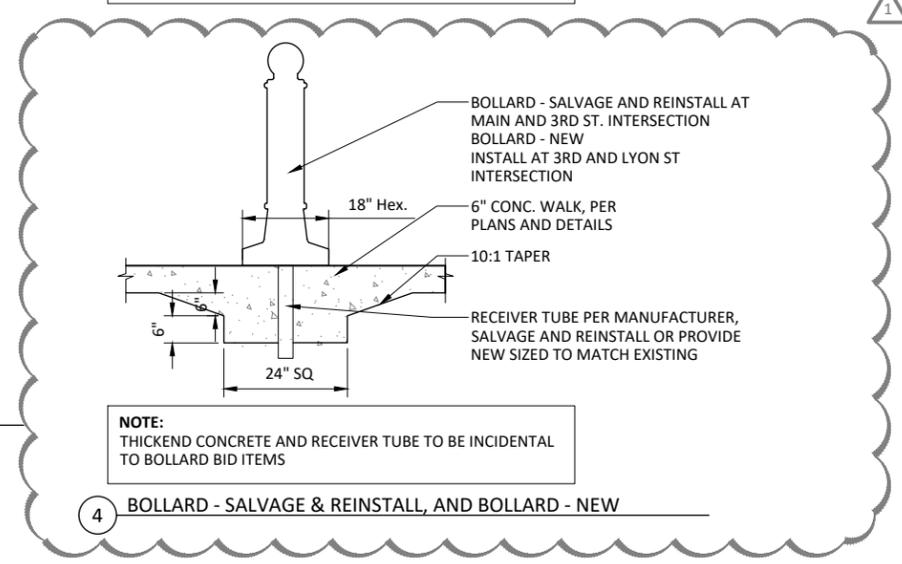
2 CONCRETE SIDEWALK AT BUILDING

- NOTE:
1. CONCRETE WALK SPECIAL TO BE: INTEGRAL COLOR CONCRETE, REFER TO SPECIFICATIONS
 2. SPECIAL SURFACE TREATMENT TO BE: MEDIUM SANDBLASTED AND STAINED SURFACE TREATMENT OVER TOP OF CONCRETE WALK SPECIAL.
 3. STANDARD SAWN JOINTS SHALL BE INCIDENTAL TO THE UNIT COST OF CONCRETE TYPE INSTALLED ON.
 4. HAND TOOLED JOINTS WILL NOT BE ACCEPTED



3 TYPICAL SECTION: LANDSCAPE BED
SCALE: N.T.S.

NEW BOLLARD TO BE HOLOPHANE PRINCETON BOLLARD
MODEL NUMBER: REFER TO SPECIFICATIONS, MATCH EXISTING
COLOR TO BE SELECTED BY OWNER
CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL



NOTE:
THICKEND CONCRETE AND RECEIVER TUBE TO BE INCIDENTAL
TO BOLLARD BID ITEMS

4 BOLLARD - SALVAGE & REINSTALL, AND BOLLARD - NEW

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Item 4.

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Samuel J. Kessel
 SAMUEL J. KESSEL
 LIC. NO. 50677 DATE 02/14/2023

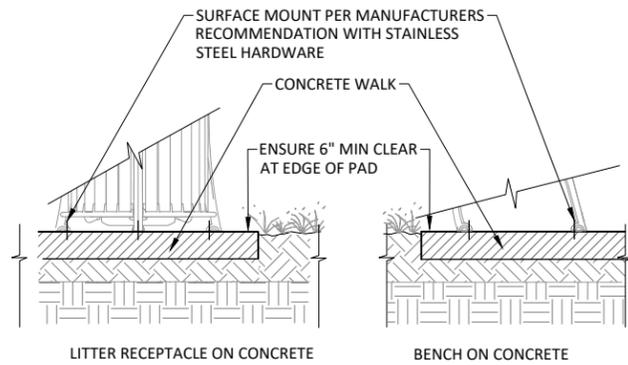


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CITY OF MARSHALL, MINNESOTA
 2023 N 3RD ST - W LYON ST IMPROVEMENTS
 LANDSCAPE DETAILS
 SITE FURNISHING DETAILS



- NOTES:
1. REFER TO SPECS FOR MODEL AND MANUFACTURERS
 2. FIELD VERIFY LOCATION BY LANDSCAPE ARCHITECT
 3. SHIM TO LEVEL SITE FURNISHINGS

1 TYPICAL SECTION: SURFACE MOUNT FURNISHINGS



- BIKE RACK:**
1. MANUFACTURER - VICTOR STANLEY
 2. MODEL - BRHS-101, CYCLE SENTRY
 3. FINISH - POWDERCOAT, BLACK
 4. SURFACE MOUNT

OR APPROVED EQUAL

CONTACT: BECKY MCNAMARA
301.855.8300 x. 375
beckym@victorystanley.com

- BENCH TYPE 1:**
1. MANUFACTURER - VICTOR STANLEY
 2. MODEL - CM-324, GREENSITES COLLECTION, 6' LENGTH
 3. FINISH - POWDERCOAT, BLACK
 4. SURFACE MOUNT
 5. WOOD: RECYCLED PLASTIC

OR APPROVED EQUAL

- TRASH RECEPTACLE:**
1. MANUFACTURER - VICTOR STANLEY
 2. MODEL - SDC-36, STEEL SITES SERIES, 36 GALLON, SIDE DOOR OPENING
 3. STANDARD LINER
 4. SURFACE MOUNT

OR APPROVED EQUAL

- RECYCLING CONTAINER:**
1. MANUFACTURER - VICTOR STANLEY
 2. MODEL - SDC-36, STEEL SITES SERIES, 36 GALLON, SIDE DOOR OPENING
 3. STANDARD LINER
 4. RAISED BAND AND DECALS
 5. SIDE DEPOSIT
 6. SURFACE MOUNT

OR APPROVED EQUAL



NOT IN CONTRACT BY OTHERS

2. MODEL: PARALLEL 42, RIGHT 45, 18X77X18
3. WOOD: IPE
3. FINISH: POWDERCOAT, STEEL

OR APPROVED EQUAL
PRODUCT & INSTALLATION BY OTHERS.

CONTACT:
STACY ERNST
816-444-4376
sitesource@landscapeforms.com

2. MODEL: PARALLEL 42, STRAIGHT W/LEFT, 18X67X18
3. WOOD: IPE
3. FINISH: POWDERCOAT, STEEL

OR APPROVED EQUAL
PRODUCT & INSTALLATION BY OTHERS.

2 SITE FURNISHINGS

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SAMUEL J. KESSEL
LIC. NO. 50677 DATE 02/14/2023



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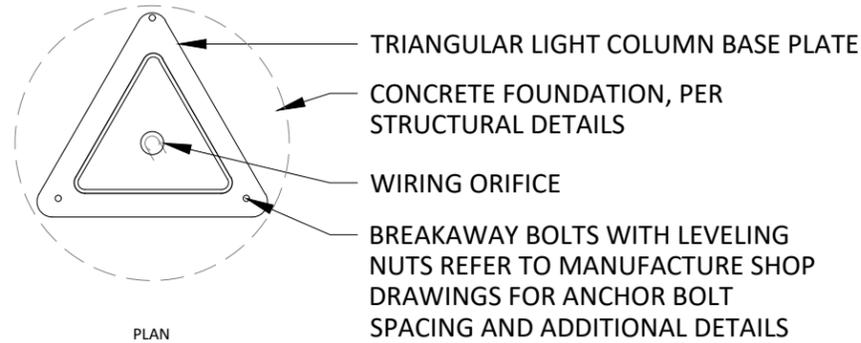


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CITY OF MARSHALL, MINNESOTA
2023 N 3RD ST - W LYON ST IMPROVEMENTS
LANDSCAPE DETAILS
SITE FURNISHING DETAILS

MANUFACTURER'S NOTES:

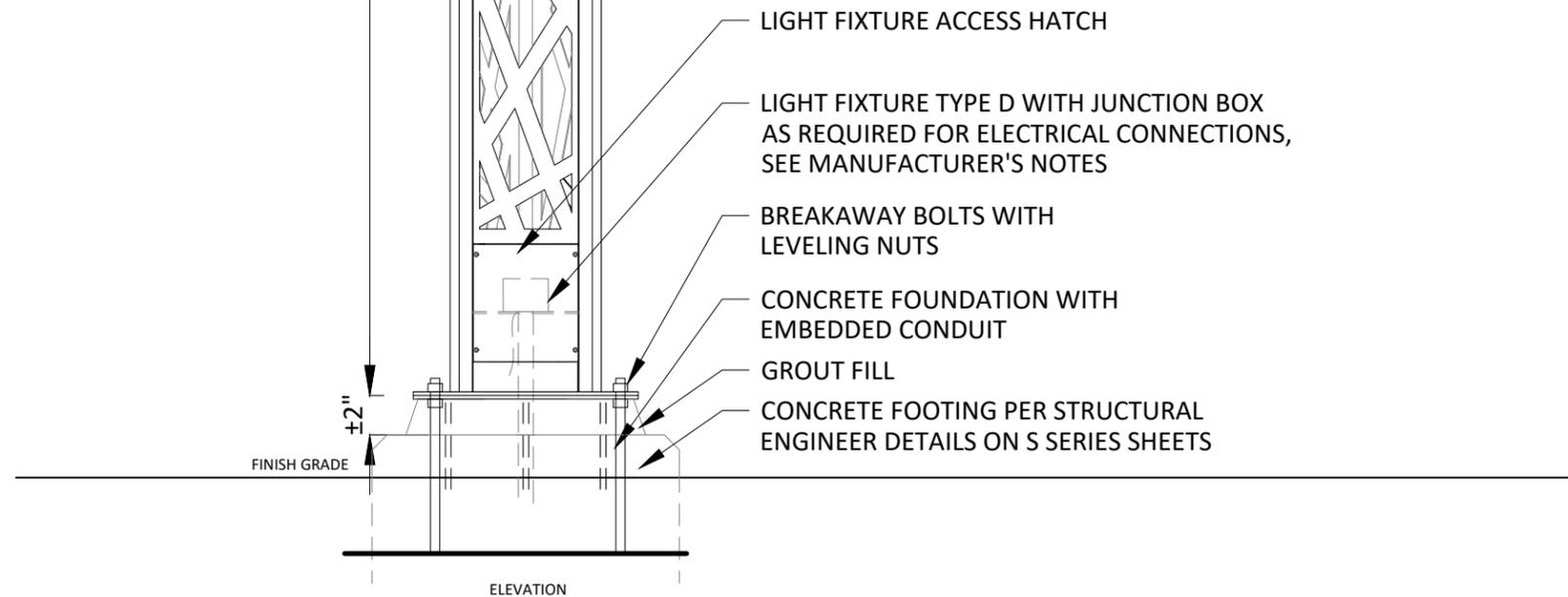
GATEWAY MONUMENT COLUMN: OPEN PILLAR, 600 CM HEIGHT, POWDER-COAT
 MANUFACTURER: STREETLIFE
 MODEL NUMBER: OP-PIL-WI-600-PC
 COLOR: TO BE SELECTED BY OWNER
 CONTACT: SONNO WITJES
 switjes@streetlife.com
 484 496 8280



GATEWAY MONUMENT COLUMN NOTES:

1. MEASUREMENT AND PAYMENT FOR GATEWAY MONUMENT COLUMN SHALL INCLUDE ALL SITE PREP, MATERIALS, AND LABOR REQUIRED, INCLUDING BUT NOT LIMITED TO EXCAVATION, CONCRETE FOOTINGS, STEEL STRUCTURE, METAL WORK, AND ALL ITEMS NECESSARY FOR CONSTRUCTION, FABRICATION, AND INSTALLATION COMPLETE.
2. CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF ALL MATERIALS AND CONNECTIONS SIGNED BY CONTRACTOR'S STRUCTURAL ENGINEER IF CUSTOM FABRICATED FOR ALL METAL WORK. ALL MATERIAL SIZING IS FOR AESTHETIC PURPOSES ONLY. CONTRACTOR RESPONSIBLE TO CONFIRM STRUCTURAL SUITABILITY AND FABRICATION FOR ANY CUSTOM FABRICATION. SHOP DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW PRIOR TO BEGINNING OF CONSTRUCTION. CONTRACTOR'S SCHEDULE SHALL ALLOW 15 CALENDAR DAYS FOR ENGINEER'S REVIEW.
3. ALL CONNECTIONS SHALL FOLLOW MANUFACTURER RECOMMENDATION AND SHOP DRAWINGS
4. ALL METAL COMPONENTS SHALL POWDER COATED PER MANUFACTURER'S STANDARDS. COLOR TO BE SELECTED FROM MANUFACTURER'S STANDARD COLORS. CONTRACTOR TO SUBMIT COLOR CHIPS FOR REVIEW AND SELECTION BY THE OWNER.
5. ALL EXPOSED CONCRETE TO BE FINISHED WITH A SLURRY COAT RUBBED SMOOTH TO CREATE A UNIFORM FINISH.
6. CONTRACTOR TO PROVIDE MANUFACTURER OF GATEWAY COLUMN ALL DETAILS AND DOCUMENTATION OF LIGHT UNIT TYPE D ACCENT LIGHT FOR INCORPORATION OF REQUIRED MOUNTING PLATE ON THE INTERIOR OF THE COLUMN. LIGHT MOUNTING ACCOMMODATIONS MUST BE INCLUDED IN THE SHOP DRAWINGS AND REVIEWED IN CONJUNCTION WITH LIGHT UNIT TYPE D SHOPS.
7. REFER TO ELECTRICAL PLANS FOR MORE INFORMATION.

19'-8 7/32"



1 GATEWAY MONUMENT COLUMN W/LIGHT
 SCALE: NTS

12/20/2023 10:15:05 AM
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Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 14, 2023
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project SWM-002: Legion Field Stormwater Improvements Project-Phase II – 1) Consider Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City; 2) Consider Resolution Accepting Bid (Award Contract).
Background Information:	<p>The proposed Phase II improvements include a new pipe crossing of the railroad tracks and a ponding improvement north of the tracks and south of the Parkway Addition to manage the stormwater runoff from the developed land south of the BNSF railroad tracks. The developed industrial area south of the railroad tracks has been nearly completely covered by impervious surfacing for many years, and the development pre-dated current requirements for on-site stormwater management. This resulted in development that sheds stormwater quickly without managing the volume of stormwater runoff that is generated.</p> <p>Bids were received on March 8, 2023, for the above-referenced project. Five bids were received as shown on the attached resolution awarding contract. The apparent low bid was received from Towne & Country Excavating LLC of Garvin, Minnesota in the amount of \$703,749.60. The engineer’s estimate for this project was \$861,419.50.</p>
Fiscal Impact:	<p>The above-referenced project, or a portion thereof, may be financed by the sale of bonds with repayment coming from special assessments and Surface Water Management Utility revenues. It is required that action be authorized by City Council via the attached “Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City”. This resolution was received by Baker Tilly US, LLP and amounts input per the Finance Department.</p> <p>The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$857,167.01.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 23-XXX, which provides for Resolution Declaring the Official Intent of the City of Marshall, Minnesota to Reimburse Certain Expenditures from the Proceeds of Tax-Exempt Bonds or Other Obligations to be Issued by the City for Project SWM-002: Legion Field Stormwater Improvements Project-Phase II.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 23-XXX, which is the “Resolution Accepting Bid (Award Contract)” for Project SWM-002: Legion Field Stormwater Improvements Project-Phase II to Towne & Country Excavating LLC of Garvin, Minnesota in the amount of \$703,749.60.</p>

RESOLUTION NUMBER 23-_____

DECLARING THE OFFICIAL INTENT OF THE CITY OF MARSHALL, MINNESOTA TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF TAX-EXEMPT BONDS OR OTHER OBLIGATIONS TO BE ISSUED BY THE CITY

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the "Reimbursement Regulations") providing that proceeds of tax-exempt obligations used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Marshall, Minnesota (the "City") expects to incur certain expenditures that may be financed temporarily from sources other than tax-exempt bonds and other obligations, and reimbursed from the proceeds of tax-exempt obligations; and

WHEREAS, the City has determined to make this declaration of official intent (the "Declaration") to reimburse certain costs from proceeds of tax-exempt bonds or other obligations in accordance with the Reimbursement Regulations; and

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

1. The City proposes to construct Legion Field Phase II improvements that will include a new pipe crossing of the railroad tracks and a ponding improvement north of the tracks and south of the Parkway Addition to manage the stormwater runoff from the developed land south of the BNSF railroad tracks (collectively, the "Project").
2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of tax-exempt bonds or other obligations in an estimated maximum principal amount of \$875,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds or other obligations, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than sixty (60) days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds or other obligations, except for the following expenditures: (a) costs of issuance of bonds or other obligations; (b) costs in an amount not in excess of \$100,000 or five percent (5%) of the proceeds of an issue of bonds or other obligations; or (c) "preliminary expenditures" up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term "preliminary expenditures" includes architectural, engineering, surveying, soil testing, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.
4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt bonds or other obligations described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds or other obligations to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.
5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Passed and adopted by the Council this 14th day of March, 2023.

Robert J. Byrnes, Mayor

ATTEST:

Steven Anderson, City Clerk

RESOLUTION NUMBER 23-_____

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for Project SWM-002: Legion Field Stormwater Improvements Project-Phase II, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Amount
Towne & Country Excavating LLC Garvin, MN	\$703,749.60
A&C Excavating, LLC Marshall, MN	\$760,602.67
R&G Construction Co. Marshall, MN	\$847,258.17
D&G Excavating, Inc. Marshall, MN	\$867,156.55
Duininck, Inc. Prinsburg, MN	\$940,883.92

AND WHEREAS, it appears that Towne & Country Excavating LLC of Garvin, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into an agreement with Towne & Country Excavating LLC of Garvin, Minnesota in the amount of \$703,749.60 according to the plans and specifications on file in the Office of the City Clerk.

Passed and adopted by the Council this 14th day of March, 2023.

Mayor

ATTEST:

City Clerk

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



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, March 14, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval to Allow Alcoholic Beverages at City-Owned Facilities and Parks
Background Information:	The Red Baron Arena & Expo on April 22 nd & 23 rd will be hosting an Adult Hockey Tournament. Fuzzy's Bar & Grill is requested to serve alcohol for the event.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the permit for Alcoholic Beverages at City-Owned Facilities April 22 nd & 23 rd , 2023 at the Red Baron Arena and Expo.

City of Marshall, Minnesota

**Alcoholic Beverages at
City Owned Facilities & Parks**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

Visit Marshall

at Red Baron Arena & Expo
on April 22nd & 23rd, subject

to the provisions of the Ordinances of the City of Marshall governing such license.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **March 14, 2023**

(SEAL)

Mayor

Attest:

City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, March 14, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary On-Sale Liquor License for the Lyon County Ag-Society
Background Information:	The Lyon County Fair will be from August 7 th through the 12 th . The main portion of the Lyon County Fair will begin on August 9 th . The Lyon County Ag-Society is requesting a 5 day temporary permit under MN Statute 340A.410, subd 10 which can only be issued to a county agricultural society specific to a county fair.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the Lyon County Ag-Society.



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

Name of organization	Date organized	Tax exempt number
Lyon County Ag Society	1903	[REDACTED]

Address	City	State	Zip Code
524 Fairgrounds Road	Marshall	MN	56258

Name of person making application	Business phone	Home phone
Cody Sleiter	507-829-3866	

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
Aug. 7-12	<input checked="" type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Mark Sleiter	Cottonwood	MN	56229

Organization officer's name	City	State	Zip Code
Brock Klaith	Marshall	MN	56258

Organization officer's name	City	State	Zip Code
Deloris Richards	Marshall	MN	56258

Organization officer's name	City	State	Zip Code
Bob Richards	Marshall	MN	56258

Location where permit will be used. If an outdoor area, describe.
 Lyon County Fairgrounds during the fair 524 Fairgrounds Road, Marshall, MN 56258

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
westbend westbend "col deremiason" 1 million dollars of coverage

APPROVAL

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

City of Marshall
 City or County approving the license

\$180.00
 Fee Amount

Date Fee Paid

Date Approved

August 7-12, 2023
 Permit Date

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

Item 7.



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, March 14, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a New Tobacco License for DG Retail, LLC
Background Information:	DG Retail, LLC dba as Dollar General at 801 E. College Dr. has applied to make retail sales of cigarette and other tobacco products. Under City Ordinance Chapter 42, Article 42 VI – Tobacco, all required forms and insurance have been submitted, reviewed, and be found to be correct.
Fiscal Impact:	\$150.00
Alternative/ Variations:	None recommended.
Recommendations:	To approve a new tobacco license for retail sale for Dollar General.

No. T23013



City of Marshall, Minnesota

~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota
County of Lyon
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **DG Retail Inc.** to sell cigarettes and cigarette papers and wrappers at **801 E. College Dr.**

in the CITY OF MARSHALL in said county and state with a term ending **December 31, 2023.**

Beginning with the 14th day of **March 2023**, subject to the laws of the

State of Minnesota and the ordinances and regulations of said City of Marshall

pertaining thereto.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL
Marshall, Minnesota, **March 14, 2023**

Attest:

THE COMMON COUNCIL
of the CITY OF MARSHALL

City Clerk

By _____
Mayor

(Seal)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jim Marshall
Meeting Date:	Tuesday, March 14, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Frontline Warning Systems (outdoor warning sirens) contract with the City of Marshall.
Background Information:	<p>This request is for the City Council to consider the renewal of the service contract for the city’s outdoor warning system. This contract is with Frontline Warning Systems and would begin from date of acceptance. A copy of the contract and quote are attached.</p> <p>The City of Marshall utilizes outdoor warning sirens to provide critical public outdoor emergency warning. This equipment must be well maintained to be working when needed. Frontline Warning Systems of Monticello, MN has conducted the maintenance and service to our outdoor warning sirens for many years. This company is the exclusive vendor for this product and most familiar with keeping this crucial system working.</p> <p>The contract covers maintenance on twelve (12) outdoor warning sirens and the base station to activate the sirens.</p> <p>The annual service and maintenance for our outdoor siren system is a planned expense in our Emergency Management budget.</p>
Fiscal Impact:	The cost for this maintenance agreement is \$3,700.
Alternative/ Variations:	
Recommendations:	Approve the annual service contract with Frontline Warning Systems for service and maintenance of the city’s outdoor warning sirens.

Frontline Warning Systems

Frontline Plus Fire & Rescue
 DBA/Frontline Warning Systems
 8004 Aetna Avenue NE
 Monticello, MN 55362

Phone #
 763-295-3650

frontlineplus@tds.net
 www.frontlinewarningsystems.com

Invoice

Date	Invoice #
2/22/2023	13871

Bill To
City Of Marshall C/O Emergency Manager 611 West Main St Marshall, Mn. 56258-0477

Ship To
City Of Marshall Dir of Public Safety 344 W. Main St. Marshall, Mn. 56258-0477 507-537-7000 ext.200

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	FLP/PO#
Siren Service	Net 30 Days	3/31/2023		AS LISTED		

Item	Description	Qty	Rate	Amount
SIREN SERVICE CO...	This invoice is for FY2023 siren service & maintenance. Annual Siren Contract Service Agreement; To service siren/s as specified in contract between Front Line Plus and city listed. This service agreement will be effective Jan 1, 2023 and will expire on December 31st, 2023.	12	300.00	3,600.00
Base Station Service	Annual Base Station Contract Service Agreement; Inspection within Manufacture Warranty Period. Inspect Base Station, applicable reports, update call keys as/if requested, inspect entire station and provide written report. Any batteries, parts or Out-of-Service repairs will be invoiced separately on as as-needed basis.	1	100.00	100.00

PLEASE PAY FROM THIS INVOICE. Thank You

Customer is responsible for any local and state sales tax that may apply.

Subtotal	\$3,700.00
Sales Tax (6.875%)	\$0.00
Total	\$3,700.00
Balance Due	\$3,700.00



8004 Aetna Ave NE Monticello, MN 55362

1-800-879-3177

763-295-3650 (fax)

frontlineplus@tds.net

www.frontlinewarningsystems.com

Annual Service Proposal and Contract for Whelen Outdoor Warning Sirens.

Effective January 1, 2023

Frontline Warning Systems, Inc. of Monticello, Minnesota hereby proposes the following contract for users of Whelen Mass Warning Products.

To ensure quality operation and longevity of Whelen Warning Products, it is necessary to perform inspection and maintenance of siren systems. This includes maintenance of the batteries, cabinet assembly, electronics, and other components of the siren system.

As a factory authorized Premier Level service outlet, Frontline Warning Systems proposes to perform this work prior to Severe Weather season to ensure reliable operation.

Frontline will perform maintenance duties twice during the year under this contract to the owner and/or operator of each individual siren. This contract will carry an annual fee for each Whelen Siren. The included official quotation will be the total price, including batteries and/or other parts. One Spring Service (pre-season) and one Fall Service (post-season) will be completed.

The specific dates that maintenance is to be completed upon will ultimately be under the authority and convenience of Frontline, but will be within appropriate seasons, including prior to severe weather season respectfully. Frontline will coordinate these dates with each user. If specific service dates are desired, please coordinate these with Frontline as early as possible.

In addition, Frontline will gather, record, and store records of maintenance for each individual siren site that carries a service contract. These records will be made exclusively available to the owner/operator of each site. These records will not be shared unless requested and will only be shared with personnel authorized by the siren's owner/operator. This will be a complete maintenance contract only. Frontline Warning Systems will perform maintenance duties as outlined in the Whelen operation and installation manuals by the factory. Replacement batteries, repair of individual components, component

replacement, upgrades or other expenses are not included in this contract. This contract, under no conditions, will cover damages incurred by acts of God, vandalism, misuse, abuse, or improper operation. Charges for a bucket truck (including mobilization/travel charges) are not included unless specifically allowed for under payment terms.

If non-critical components fail, Frontline will notify the end user. A separate purchase order may be issued for those repairs. Components (such as batteries or other critical components) that have failed and have taken the siren completely off-line at the time of inspection will be replaced immediately at market price unless otherwise dictated at the time of contract acceptance.

Under this contract, Frontline Warning Systems will be available for a 48 hour response time on system failures. If a siren that is under contract fails, a representative from Frontline will be on-site within 48 hours to inspect, repair, or service accordingly. Also while under contract, there will be no trip charge issued for this response. This does not apply to failures as a result of non-replacement of items suggested during pre-season inspection.

This contract applies exclusively to customers (owners and operators) of Whelen products. In a siren system that has sirens of different manufacturers, only the Whelen sirens will be maintained under this contract. A separate contract may be issued for other sirens.

The purchaser of this contract will be billed for the annual contract prior to March 1st, 2023. The amount billed will be affected upon the total number of sirens requested for maintenance. Each individual siren will carry a charge as listed above; this is a one-time charge per siren per year for year of 2023. With an authorized signature on this form, the contract will begin from date of acceptance or January 1, 2023 (whichever is earlier) and will end December 31st, 2023. The purchaser will be billed before the first maintenance service is performed. If Frontline Warning Systems fails to perform maintenance service or becomes unable to perform duties, the pro-rated amount will be refunded to the purchaser.

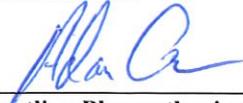
A copy of this document with an invoice will be provided to the purchaser of this contract. This contract will be re-invoiced prior to March 1st, 2024 when the customer can choose to renew or cancel the contract.

Authorized signature

Date

Position or title

Siren/s Location (city)



Frontline Plus authorized signature



Date

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, February 14, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of amendments to the Personnel Policies
Background Information:	<p>There have been two recent Minnesota law changes that require amendment of our Personnel Policies, the CROWN Act and Juneteenth.</p> <p>On February 1, 2023, Govern Walz signed a bill approving the Creating a Respectful and Open World for National Hair (CROWN Act), a law prohibiting workplace discrimination based on a person’s hair texture or hairstyle if that style or texture is commonly associated with a particular race or national origin.</p> <p>On February 3, 2023, Governor Walz signed a bill establishing Juneteenth (June 19th) a Minnesota holiday. Juneteenth commemorates the end of slavery in the United States. To comply with the law, Staff recommend a Personnel Policy amendment in accordance with MN Statute section 645.44 subd. 5, adding Juneteenth to the holiday schedule. If approved by the City Council, staff would proceed with updating the cover page (date of revision) and table of contents (date of revision). https://www.revisor.mn.gov/statutes/cite/645.44</p> <p>This law is effective on August 1, 2023, which will not interfere with the existing (2023) holiday schedule. Juneteenth would be recognized effective June 19, 2024. Staff will also initiate discussions with each of the unions to amend the current contracts by memorandum of agreement.</p>
Fiscal Impact:	
Alternative/ Variations:	None. Failure to approve these two amendments results in non-compliance with State law.
Recommendations:	That the Council approve the amendments to the Personnel Policy manual

Proposed Personnel Policy Amendments

1.6 EQUAL EMPLOYMENT OPPORTUNITY

The City provides equal opportunity to all employees and applicants for employment in accordance with applicable state and federal laws, directives, and regulations. The City is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation, and selection for training.

Discrimination on the basis of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, ancestry, sex, sexual orientation, gender identity or gender expression, veteran status (as per Minnesota Statute), pregnancy, disability, age, marital status, familial status, genetic information, status with regard to public assistance, or membership on a local human rights commission, or lawful, participation in the Minnesota Medical Cannabis Patient Registry, or any other class protected by state or federal law is prohibited in all personnel policies, programs, and employment practices.

Failure of any City employee to act in a manner consistent with this policy may result in disciplinary action, up to and including termination, against that employee.

6.3 HOLIDAYS

The following legal holidays are observed as paid holidays for all eligible employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

In addition to the above specified legal holidays, eligible employees are provided one (1) paid floating holidays (8 hours). Floating holidays must be approved by the appropriate supervisor, and should be requested by the employee at least one (1) week in advance of the day requested off. Floating holidays may not be carried into the next fiscal year. Floating holidays are earned on a pro-rated basis over the following 12 months; therefore, if an employee leaves City employment prior to the time the floating holiday has been earned, the final pay check will be adjusted accordingly.

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter. For purposes of calculating the specified holidays and floating holiday, each holiday is calculated in terms of eight (8) hours for a total of 80 hours of legal holidays and 8 hours of floating holidays.

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

Full-time employees will receive payment for the holiday regardless of whether the holiday is worked. The holiday hours may not be taken/accrued as compensatory time off. For employees on shift schedules, when a holiday falls on an employee's regularly scheduled day off, the employee will be entitled to eight (8)

hours of holiday pay at the employee's regular hourly rate of pay. When an employee's services are required for an emergency or an essential public service on a holiday, the employee will be entitled to pay at 1.5 times the regular rate for each hour worked, plus eight (8) hours regular rate holiday pay.

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

Non-essential City operations will close at 12:00PM (noon) on Christmas Eve day. Employees have the option to continue working or utilize paid leave accruals (except sick leave unless utilized in accordance with the policy) for the approved leave time.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 14, 2023
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Consider Resolution and Authorization for Submission of MN/DNR Outdoor Recreation Grant
Background Information:	<p>City staff would like to apply for the 2023 MN DNR Outdoor Recreation Grant to assist with funding for the construction and replacement of the main restroom at Independence Park and the construction of a new picnic pavilion as the current one is significantly deteriorated.</p> <p>In the 2023 CIP, there is currently \$195,000 budgeted for the construction of a new restroom facility at Independence Park.</p> <p>In the 2024 CIP, there is currently \$250,000 allotted in the budget for construction of a new picnic pavilion at Independence Park.</p> <p>Current cost estimates for the grant application are \$420,547.00 to complete both of these projects. If the City is awarded the grant, the funds would be a 50/50 cost share or the City's portion would be \$210,273.50.</p> <p>This grant is due by the end of March, with grantees being informed in June or July of 2023. If awarded, construction would likely start late this fall or in the spring of 2024. Bids for the projects would be brought back to Council for approval.</p> <p>If the City is not awarded this grant, the Parks Department would like to move forward with construction the restroom facility currently in the CIP as soon as we are informed on grant decisions. Bids would be brought back to Council at that time for approval.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	N/A
Recommendations:	Approval of the Resolution and Letter of Commitment for Submission of Grant

March 14, 2023

Audrey Mularie
Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road, Box 39
Saint Paul, MN 55155
651-259-5549

RE: Matching Funds

Dear Ms. Mularie:

Please accept this letter as the City of Marshall's commitment to providing \$210,273.50 in matching funds, as part of our application to the Minnesota DNR Outdoor Recreation Grant Program for improvements at Independence Park. Matching funds are committed in the form of cash from the City's general fund. Funding is available, on hand, and unencumbered as of March 14, 2023.

Sincerely,

Sharon Hanson
City Administrator

RESOLUTION NUMBER 23-0XX

MN DNR OUTDOOR RECREATION GRANT SPONSORSHIP

BE IT RESOLVED that City of Marshall act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 30, 2023, and that City Administrator is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of City of Marshall.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Marshall has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that City of Marshall has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that City of Marshall has or will acquire fee title or permanent easement over the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, City of Marshall may enter into an agreement with the State for the above-referenced project, and that City of Marshall certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that CITY ADMINISTRATOR, SHARON HANSON is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of Marshall on March 14, 2023.

SIGNED:

WITNESSED:

(Signature)

(Signature)

City Administrator 3/14/2023

(Title) (Date)

City Clerk 3/14/2023

(Title) (Date)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, March 14, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Out of State Travel Request
Background Information:	<p>The Southwest Chemical Assessment Team (CAT) is part of the Marshall Fire Department. The team currently consists of ten members. Six fireman and four hazmat members have completed the NFPA 472 HAZMAT training to be certified as a technician and in operations. Captain Brian Swalboski and Lieutenant Jordy Beek have provided leadership to the team that provides coverage for 14 counties in the southwest region.</p> <p>At the encouragement of our State Fire Marshal’s Office, Lieutenant Jordy Beek applied for training at the Security and Emergency Response Training Center (SERTC) located in Pueblo, Colorado and has been accepted for April 2023. The 40-hour course offered gives extensive, immersive, realistic training that includes full-scale scenarios to help first responders be better prepared for surface transportation emergencies. The expenses of the course, airfare, lodging, and vehicle rental is covered by the DHS/FEMA. Any other expenses associated with training will be covered by the grant for the CAT team.</p> <p>The objectives of the training will be to prepare the participants for leadership and management of flammable/combustible liquid, hazardous materials or WMD/IED involving surface transportation. Participants will be required to complete proficiency requirements in NIMS/ICS documentation and produce Incident Action Plans that incorporate hands-on, scenario-based activities. Participants will learn how to conduct site surveys and risk assessments and to identify federal agencies that could potentially respond. Participants will be challenged with in-depth planning and decision-making processes relevant to real-world emergencies that are pertinent to our community.</p>
Fiscal Impact:	All expenses are covered or reimbursed through DHS/FEMA and the CAT grant
Alternative/Variations:	
Recommendations:	Approve the request for Out of State Travel for the Southwest MN CAT Team member.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, March 14, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 03/03/2023 - 03/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	03/10/2023	EFT	0.00	2,421.15	12394
6128	ACTION COMPANY LLC	03/03/2023	EFT	0.00	540.00	12309
6128	ACTION COMPANY LLC	03/10/2023	EFT	0.00	3,129.00	12395
6469	ACTIVE911, INC	03/03/2023	Regular	0.00	702.00	122503
0560	AFSCME COUNCIL 65	03/03/2023	EFT	0.00	1,505.00	12310
6412	AG PLUS COOPERATIVE	03/03/2023	EFT	0.00	33.07	12311
6412	AG PLUS COOPERATIVE	03/10/2023	EFT	0.00	25.90	12396
5119	ALL FLAGS, LLC	03/10/2023	EFT	0.00	300.90	12397
0578	AMAZON CAPITAL SERVICES	03/03/2023	EFT	0.00	317.39	12312
0578	AMAZON CAPITAL SERVICES	03/10/2023	EFT	0.00	123.58	12398
5837	ANDERSON, JASON	03/03/2023	EFT	0.00	80.00	12313
7206	ANDRIES, EVELYN	03/03/2023	Regular	0.00	700.00	122504
0630	ARCTIC GLACIER	03/03/2023	Regular	0.00	255.78	122505
0629	ARNOLD MOTOR SUPPLY	03/03/2023	Regular	0.00	258.45	122506
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	03/10/2023	EFT	0.00	3,100.00	12399
5327	BAUMANN, ADAM	03/03/2023	EFT	0.00	30.00	12314
6288	BECKLER, AMANDA	03/10/2023	Regular	0.00	72.71	122543
0688	BELLBOY CORPORATION	03/03/2023	EFT	0.00	5,620.59	12315
6471	BERGANKDV LTD	03/03/2023	EFT	0.00	6,500.00	12316
0699	BEVERAGE WHOLESALERS, INC.	03/03/2023	Regular	0.00	23,674.32	122507
0699	BEVERAGE WHOLESALERS, INC.	03/10/2023	Regular	0.00	23,816.05	122544
3858	BNSF RAILWAY CO	03/03/2023	Regular	0.00	2,000.00	122508
0724	BOLTON & MENK INC	03/03/2023	EFT	0.00	704.00	12317
0726	BORCH'S SPORTING GOODS, INC.	03/10/2023	EFT	0.00	52.00	12400
0018	BORDER STATES INDUSTRIES, INC.	03/03/2023	EFT	0.00	208.58	12318
0018	BORDER STATES INDUSTRIES, INC.	03/10/2023	EFT	0.00	417.00	12401
3829	BRAU BROTHERS	03/10/2023	EFT	0.00	270.00	12402
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	03/03/2023	Regular	0.00	2,262.44	122509
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	03/10/2023	Regular	0.00	4,923.28	122545
3568	BRUNSVOLD, QUENTIN	03/03/2023	EFT	0.00	30.00	12319
0763	BSN SPORTS LLC	03/03/2023	Regular	0.00	359.96	122510
0378	BUYSE, JASON	03/03/2023	EFT	0.00	30.00	12320
0380	CALLENS, DAVID	03/03/2023	EFT	0.00	30.00	12321
6791	CAPITAL ONE	03/03/2023	Regular	0.00	50.58	122511
6791	CAPITAL ONE	03/10/2023	Regular	0.00	75.10	122546
7164	CARD CONNECT/MERCHANT BANK CD	03/03/2023	Bank Draft	0.00	364.15	DFT0002741
0802	CARLSON & STEWART REFRIGERATION, INC.	03/10/2023	EFT	0.00	374.11	12403
0815	CATTOOR OIL COMPANY, INC	03/03/2023	EFT	0.00	47.91	12322
0815	CATTOOR OIL COMPANY, INC	03/10/2023	EFT	0.00	67.58	12404
0818	CAUWELS, ROGER	03/03/2023	EFT	0.00	30.00	12323
0818	CAUWELS, ROGER	03/10/2023	EFT	0.00	110.00	12405
0836	CHARTER COMMUNICATIONS, LLC	03/03/2023	EFT	0.00	106.81	12324
7204	CHRISTIANSON, JAY	03/03/2023	Regular	0.00	700.00	122512
5733	CLARITY TELECOM, LLC	03/03/2023	EFT	0.00	145.00	12325
0384	COUDRON, DEAN	03/03/2023	EFT	0.00	30.00	12326
6508	CROWN UNDERGROUND	03/03/2023	Regular	0.00	3,200.00	122513
0919	CRYSTEEL TRUCK EQUIPMENT INC	03/10/2023	EFT	0.00	617.00	12406
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	03/10/2023	Regular	0.00	83.50	122547
0934	D & G EXCAVATING INC	03/03/2023	EFT	0.00	8,420.88	12327
0934	D & G EXCAVATING INC	03/03/2023	EFT	0.00	1,200.00	12328
0934	D & G EXCAVATING INC	03/10/2023	EFT	0.00	3,886.23	12407
3819	DACOTAH PAPER CO	03/10/2023	EFT	0.00	2,134.32	12408
7102	DAHLHEIMER BEVERAGE	03/10/2023	EFT	0.00	402.15	12409
7214	DAVID WIESEN	03/10/2023	Regular	0.00	2,113.45	122548

Council Check Report

Date Range: 03/03/2023 - 03/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0975	DEPUTY REGISTRAR #32	03/10/2023	Regular	0.00	199.75	122549
7029	DESCHEPPER, JEFFREY	03/03/2023	Regular	0.00	500.00	122515
6472	DEUTZ, LAUREN	03/03/2023	EFT	0.00	80.00	12329
5731	DOLL DISTRIBUTING LLC	03/03/2023	EFT	0.00	9,169.10	12330
5731	DOLL DISTRIBUTING LLC	03/10/2023	EFT	0.00	18,752.21	12410
1035	ECOLAB PEST ELIMINATION SERVICES	03/03/2023	EFT	0.00	306.98	12331
6700	EYEMED VISION CARE	03/10/2023	Regular	0.00	629.12	122550
6822	FALLINE, BRIAN	03/03/2023	Regular	0.00	104.58	122516
1090	FASTENAL COMPANY	03/03/2023	EFT	0.00	592.10	12332
1090	FASTENAL COMPANY	03/10/2023	EFT	0.00	396.17	12411
7209	FERGUSON BROTHERS EXCAVATING	03/03/2023	Regular	0.00	400.00	122517
7073	FIXEN CHIROPRACTIC	03/10/2023	EFT	0.00	220.00	12412
7208	FREEBURG, PAUL	03/03/2023	Regular	0.00	700.00	122518
6456	FREMMING, TRAVIS	03/03/2023	Regular	0.00	400.00	122519
7207	GIRARD, YVONNE	03/03/2023	Regular	0.00	700.00	122520
7216	GOMEZ, ALEX MELENDEZ	03/10/2023	Regular	0.00	200.00	122554
1201	GRAINGER INC	03/03/2023	EFT	0.00	1,511.13	12333
6379	GRAPE BEGINNINGS, INC.	03/03/2023	EFT	0.00	1,512.59	12334
1208	GREAT PLAINS NATURAL GAS COMPANY	03/08/2023	Bank Draft	0.00	28,778.33	DFT0002704
6269	HANSON, SHARON	03/10/2023	EFT	0.00	44.81	12413
7145	HARTFORD LIFE AND ACCIDENT INSURANCE COM	03/03/2023	Regular	0.00	534.32	122521
1256	HAWKINS INC	03/03/2023	EFT	0.00	16,918.82	12335
1271	HENLE PRINTING COMPANY	03/10/2023	EFT	0.00	902.65	12414
5515	HOFFMANN, RYAN	03/03/2023	EFT	0.00	30.00	12336
1325	ICMA RETIREMENT TRUST #300877	03/03/2023	EFT	0.00	50.00	12337
1343	INDEPENDENT LUMBER OF MARSHALL INC	03/10/2023	Regular	0.00	168.21	122555
1358	INTERNAL REVENUE SERVICE	03/03/2023	Bank Draft	0.00	28,499.40	DFT0002732
1358	INTERNAL REVENUE SERVICE	03/03/2023	Bank Draft	0.00	25,057.85	DFT0002733
1358	INTERNAL REVENUE SERVICE	03/03/2023	Bank Draft	0.00	8,734.34	DFT0002734
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/03/2023	EFT	0.00	7,649.93	12340
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/10/2023	EFT	0.00	19,355.78	12416
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/03/2023	EFT	0.00	8,289.54	12338
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/10/2023	EFT	0.00	8,591.34	12415
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/03/2023	EFT	0.00	387.80	12341
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/10/2023	EFT	0.00	1,190.92	12418
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/03/2023	EFT	0.00	1,139.15	12339
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/10/2023	EFT	0.00	1,002.84	12417
7176	JOHNSON LAFFEN GALLOWAY ARCHITECTS, LTD	03/10/2023	Regular	0.00	12,750.00	122556
1417	KENNEDY & GRAVEN, CHARTERED	03/03/2023	EFT	0.00	5,450.00	12342
5095	KIBBLE EQUIPMENT LLC	03/03/2023	EFT	0.00	23.38	12343
5095	KIBBLE EQUIPMENT LLC	03/10/2023	EFT	0.00	216.90	12419
0450	KOPITSKI, JASON	03/03/2023	EFT	0.00	30.00	12344
5377	KRUK, CHRISTOPHER	03/03/2023	EFT	0.00	30.00	12345
5138	L & A SYSTEMS, LLC	03/03/2023	EFT	0.00	2,239.64	12346
5138	L & A SYSTEMS, LLC	03/10/2023	EFT	0.00	10,000.00	12420
3653	LANGUAGE LINE SERVICES	03/10/2023	EFT	0.00	417.76	12421
1480	LAW ENFORCEMENT LABOR SERVICE INC	03/03/2023	EFT	0.00	1,350.00	12347
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	03/10/2023	Regular	0.00	1,631.15	122557
6183	LEE, JERRED	03/03/2023	EFT	0.00	30.00	12348
7146	LIFE INSURANCE COMPANY OF NORTH AMERICA	03/03/2023	EFT	0.00	380.40	12349
7146	LIFE INSURANCE COMPANY OF NORTH AMERICA	03/03/2023	EFT	0.00	380.33	12350
1506	LOCATORS & SUPPLIES INC	03/03/2023	EFT	0.00	293.10	12351
1508	LOCKWOOD MOTORS INC	03/03/2023	EFT	0.00	27.90	12352
1508	LOCKWOOD MOTORS INC	03/10/2023	EFT	0.00	22.32	12422
7177	LOUWAGIE, BRANDON MICHAEL	03/03/2023	EFT	0.00	620.15	12353
6323	LUTHER, ERIC	03/03/2023	EFT	0.00	30.00	12354
1531	LYON COUNTY AUDITOR-TREASURER	03/03/2023	EFT	0.00	541.10	12355
1545	LYON COUNTY HIGHWAY DEPARTMENT	03/10/2023	EFT	0.00	20,054.10	12423
1548	LYON COUNTY LANDFILL	03/03/2023	EFT	0.00	51.00	12356
1552	LYON COUNTY RECORDER	03/10/2023	EFT	0.00	109.85	12424
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	03/03/2023	EFT	0.00	1,112.29	12357

Council Check Report

Date Range: 03/03/2023 - 03/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/03/2023	EFT	0.00	7,000.00	12358
1623	MARSHALL INDEPENDENT, INC	03/10/2023	Regular	0.00	342.00	122558
5813	MARSHALL LUMBER CO	03/03/2023	EFT	0.00	301.33	12359
5813	MARSHALL LUMBER CO	03/10/2023	EFT	0.00	213.83	12425
1633	MARSHALL MUNICIPAL UTILITIES	03/10/2023	EFT	0.00	82,731.69	12426
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/10/2023	EFT	0.00	186.15	12429
3545	MARSHALL RADIO	03/10/2023	EFT	0.00	2,475.00	12430
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATION	03/03/2023	Regular	0.00	500.00	122524
0460	MARSHALL, JAMES	03/03/2023	EFT	0.00	80.00	12360
1680	MCEA EXECUTIVE OFFICE	03/03/2023	Regular	0.00	209.00	122525
7077	MEDSURETY, LLC	03/03/2023	Bank Draft	0.00	10,240.13	DFT0002725
7077	MEDSURETY, LLC	03/03/2023	Bank Draft	0.00	6,771.26	DFT0002730
7077	MEDSURETY, LLC	03/03/2023	Bank Draft	0.00	312.52	DFT0002736
7077	MEDSURETY, LLC	03/06/2023	Bank Draft	0.00	201.00	DFT0002744
6025	MELLENTIN, CODY	03/03/2023	EFT	0.00	30.00	12361
4980	MENARDS INC	03/03/2023	EFT	0.00	133.89	12362
4980	MENARDS INC	03/10/2023	EFT	0.00	40.45	12431
3971	MEULEBROECK, ANDY	03/03/2023	EFT	0.00	30.00	12363
1818	MINNESOTA DEPARTMENT OF REVENUE	03/03/2023	Bank Draft	0.00	387.97	DFT0002731
1818	MINNESOTA DEPARTMENT OF REVENUE	03/03/2023	Bank Draft	0.00	11,982.16	DFT0002735
1797	MINNESOTA FIRE SERVICE CERTIFICATION BOARD	03/10/2023	Regular	0.00	630.00	122559
3669	MINNESOTA STATE RETIREMENT SYSTEM	03/03/2023	Bank Draft	0.00	9,542.00	DFT0002728
1839	MINNESOTA VALLEY TESTING LABS INC	03/03/2023	EFT	0.00	141.60	12364
1840	MINNESOTA WEST COMMUNITY & TECHNICAL CC	03/10/2023	EFT	0.00	110.00	12432
1757	MN CHILD SUPPORT PAYMENT CENTER	03/03/2023	Bank Draft	0.00	386.70	DFT0002723
1757	MN CHILD SUPPORT PAYMENT CENTER	03/03/2023	Bank Draft	0.00	546.74	DFT0002724
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	03/10/2023	Regular	0.00	90.00	122560
6304	MN MANAGEMENT & BUDGET	03/03/2023	Regular	0.00	198.55	122526
1813	MN POLLUTION CONTROL AGENCY	03/10/2023	Regular	0.00	23.00	122561
3961	MN STATE PATROL COMMERCIAL VEHICLE SECTIC	03/10/2023	Regular	0.00	30.00	122562
6955	MOBERG, E.J.	03/03/2023	EFT	0.00	80.00	12365
1864	MONTES ELECTRIC INC	03/10/2023	Regular	0.00	528.94	122563
7202	MORGAN, MARY	03/03/2023	Regular	0.00	500.00	122527
1877	MOTION INDUSTRIES INC	03/03/2023	EFT	0.00	42.52	12366
7215	MOUA-LESKE, SEE	03/10/2023	EFT	0.00	136.24	12433
2512	NATIONWIDE RETIREMENT	03/03/2023	Bank Draft	0.00	150.00	DFT0002718
1945	NORM'S GTC	03/03/2023	Regular	0.00	123.55	122528
1945	NORM'S GTC	03/10/2023	Regular	0.00	88.14	122564
1243	PATZERS INC	03/03/2023	EFT	0.00	59.90	12367
1243	PATZERS INC	03/10/2023	EFT	0.00	49.67	12434
7211	PAXTON, STEVE	03/03/2023	Regular	0.00	700.00	122529
7168	PAYLIDIFY/GATEWAY SERVICES	03/07/2023	Bank Draft	0.00	11.80	DFT0002739
7163	PAYLIDIFY/MERCHANT BANK	03/03/2023	Bank Draft	0.00	60.06	DFT0002743
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	03/10/2023	EFT	0.00	13.50	12435
2028	PERA OF MINNESOTA REG	03/03/2023	Bank Draft	0.00	57,498.01	DFT0002726
7200	PLASTIC CREATIONS INC	03/10/2023	Regular	0.00	4,824.00	122566
2049	PLUNKETTS PEST CONTROL INC	03/03/2023	EFT	0.00	41.82	12368
2064	POWERPLAN	03/03/2023	Regular	0.00	284.42	122530
5606	PRE-PAID LEGAL SERVICES, INC.	03/10/2023	Regular	0.00	281.10	122567
5585	PRESTIGE CHEMICALS	03/03/2023	Regular	0.00	819.19	122531
0477	PRZYBILLA, SCOTT	03/03/2023	EFT	0.00	30.00	12369
6166	PULVER MOTOR SVC, LLC	03/03/2023	EFT	0.00	2,080.00	12370
2096	QUARNSTROM & DOERING, PA	03/03/2023	EFT	0.00	8,184.71	12372
6267	RATWIK, ROSZAK & MALONEY, PA	03/03/2023	EFT	0.00	58.50	12373
4939	RECREATION SUPPLY CO, INC.	03/03/2023	EFT	0.00	731.46	12374
2137	REDWOOD RIVER SPORTSMAN CLUB	03/10/2023	Regular	0.00	500.00	122569
4826	RIEKE, BENJAMIN	03/03/2023	EFT	0.00	30.00	12375
5732	RITE	03/03/2023	EFT	0.00	105.91	12376
2186	ROGGE EXCAVATING	03/10/2023	EFT	0.00	5,700.00	12436
0481	ROKEH, JASON	03/03/2023	EFT	0.00	30.00	12377
2201	RUNNING SUPPLY, INC	03/10/2023	EFT	0.00	49.98	12437

Council Check Report

Date Range: 03/03/2023 - 03/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7213	SAFETY AND SECURITY CONSULTATION SPECIALIS	03/10/2023	Regular	0.00	4,760.00	122570
5556	SANDGREN, KAYLYNN	03/03/2023	EFT	0.00	30.00	12378
6251	SHRED RIGHT	03/03/2023	EFT	0.00	40.00	12379
7201	SIGNMINDS INC	03/03/2023	Regular	0.00	108.00	122532
6735	SMALL LOT COOP, LLC	03/03/2023	Regular	0.00	285.12	122533
4086	SOUTHERN MN RECREATION & PARK ASSOCIATIC	03/03/2023	Regular	0.00	15.00	122534
4855	SOUTHERN GLAZER'S	03/03/2023	EFT	0.00	12,575.14	12380
4855	SOUTHERN GLAZER'S	03/10/2023	EFT	0.00	15,464.91	12438
2310	SOUTHWEST FIGURE SKATING CLUB	03/03/2023	Regular	0.00	500.00	122535
5555	SOUTHWEST MINNESOTA EMERGENCY COMMUN	03/10/2023	Regular	0.00	1,986.00	122571
2318	SOUTHWEST SANITATION INC.	03/10/2023	EFT	0.00	2,748.15	12439
7210	SPECTRUM INTERIORS	03/03/2023	Regular	0.00	400.00	122536
0491	ST AUBIN, GREGORY	03/03/2023	EFT	0.00	30.00	12381
4522	ST LOUIS MRO INC.	03/10/2023	EFT	0.00	27.50	12440
3808	STELTER, GEOFFREY	03/03/2023	EFT	0.00	30.00	12382
4134	STENSRUD, PRESTON	03/03/2023	EFT	0.00	30.00	12383
6706	SUN LIFE FINANCIAL	03/03/2023	EFT	0.00	1,686.29	12384
0495	SWANSON, GREGG	03/03/2023	EFT	0.00	30.00	12386
6277	TALKING WATERS BREWING CO, LLC	03/10/2023	EFT	0.00	880.00	12441
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	03/03/2023	Regular	0.00	805.00	122537
1366	TELEDYNE ISCO INC	03/10/2023	EFT	0.00	1,136.89	12442
0875	THE COMPUTER MAN INC	03/10/2023	EFT	0.00	1,967.00	12443
2143	THOOFTE ENTERPRISES LLC	03/10/2023	EFT	0.00	1,939.00	12444
2428	TITAN MACHINERY	03/03/2023	EFT	0.00	133.50	12387
2437	TOPPERS PLUS, INC	03/03/2023	Regular	0.00	5,125.00	122539
7184	TRANSAX	03/03/2023	Bank Draft	0.00	30.00	DFT0002745
6156	TRUE BRANDS	03/10/2023	EFT	0.00	446.85	12445
3342	TRUEDSON, SCOTT	03/03/2023	EFT	0.00	30.00	12388
5106	ULINE	03/03/2023	EFT	0.00	343.90	12389
6126	UNITED COMMUNITY ACTION PARTNERSHIP	03/10/2023	EFT	0.00	41,211.40	12446
4402	UPS	03/03/2023	Regular	0.00	6.77	122540
2499	US BANK	03/10/2023	EFT	0.00	500.00	12447
5023	US GEOLOGICAL SURVEY	03/10/2023	EFT	0.00	10,891.75	12448
2511	USA BLUE BOOK	03/03/2023	EFT	0.00	378.09	12390
2511	USA BLUE BOOK	03/10/2023	EFT	0.00	107.95	12449
3443	VALIC DEFERRED COMP	03/03/2023	Bank Draft	0.00	941.61	DFT0002719
3443	VALIC DEFERRED COMP	03/03/2023	Bank Draft	0.00	1,176.92	DFT0002720
6370	VANKEULEN, KURTIS	03/10/2023	EFT	0.00	208.00	12450
0512	VANLEEUEWE, SARA J.	03/03/2023	EFT	0.00	70.00	12391
6509	VAST BROADBAND	03/03/2023	Regular	0.00	2,000.00	122541
2538	VIKING COCA COLA BOTTLING CO.	03/10/2023	EFT	0.00	424.05	12451
4594	VINOCOPIA INC	03/10/2023	EFT	0.00	932.83	12452
6085	VOYA - INVESTORS CHOICE	03/03/2023	Bank Draft	0.00	2,088.43	DFT0002729
2591	WESTERN PRINT GROUP	03/03/2023	EFT	0.00	80.91	12392
2632	ZIEGLER INC	03/03/2023	EFT	0.00	1,294.42	12393
2632	ZIEGLER INC	03/10/2023	EFT	0.00	155.01	12453
7205	ZIEMER, AARON	03/03/2023	Regular	0.00	700.00	122542

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	100	60	0.00	111,527.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	193,761.38
EFT's	295	141	0.00	391,265.92
	417	223	0.00	696,554.83

All Bank Codes Check Summary

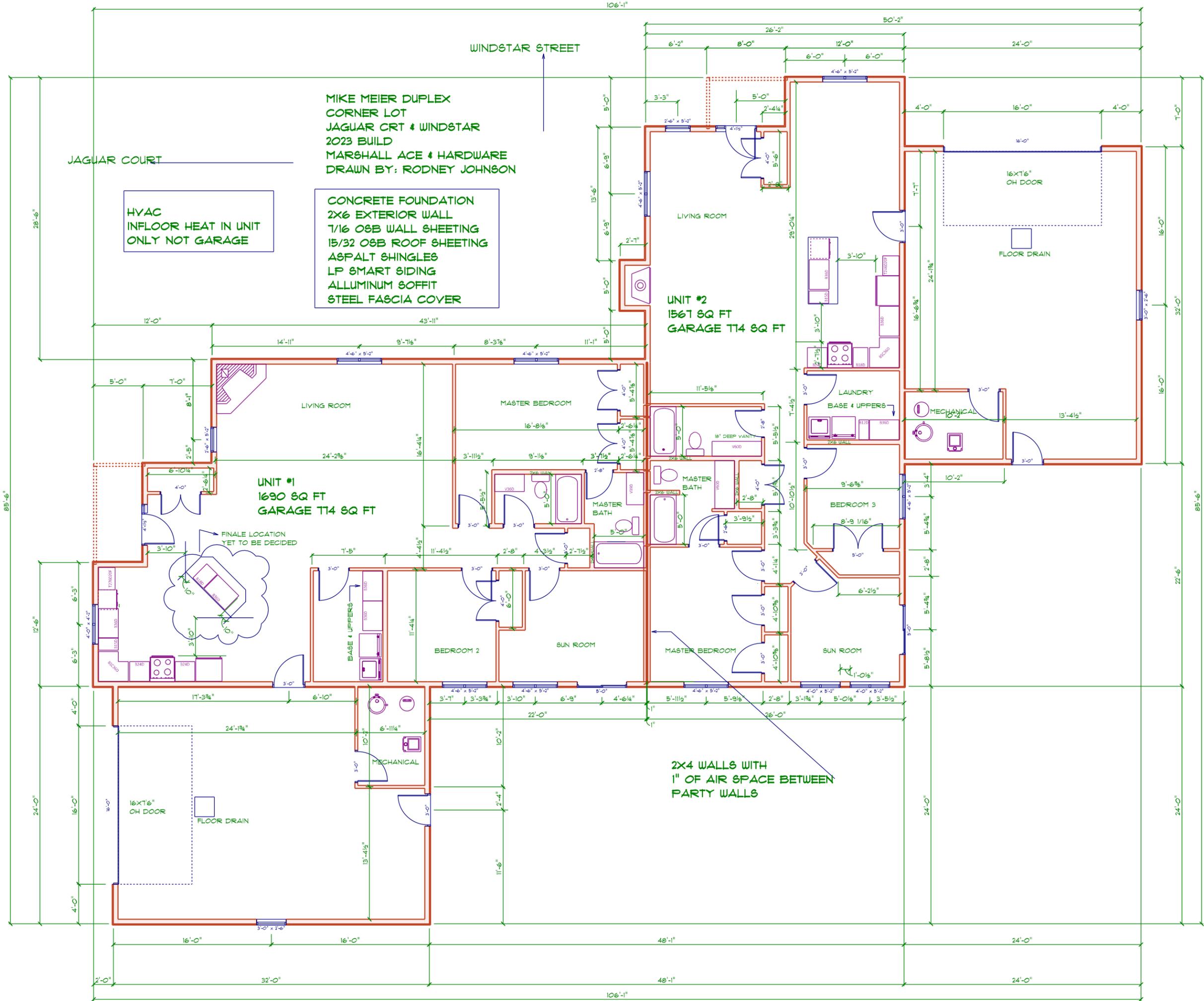
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	100	60	0.00	111,527.53
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	193,761.38
EFT's	295	141	0.00	391,265.92
	417	223	0.00	696,554.83

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2023	696,554.83
			696,554.83

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, March 14, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Request for Conditional Use Permit at 522 Jaguar Court.
Background Information:	<p>This is a request to have a single ownership duplex in an R-1 One Family Residence District.</p> <p>The lot size meets the minimum size requirements for a duplex as listed in the Ordinance and all yard regulations will be complied with.</p> <p>One Family Residence District regulations are in Section 86-97. The Conditional Use Permit regulations are found in Section 86-46 and the Standards for Hearing are found in Section 86-49.</p> <p>Findings of Fact are being prepared and will provide more information on applicable criteria for granting the Conditional Use permit and Planning Commission discussion.</p> <p>At the Planning Commission meeting on March 8, 2023, a motion was made by Pieper, seconded by Deutz, to recommend denial, to City Council. MOTION PASSED with 4 to 1. Doom voting against.</p>
Fiscal Impact:	None known.
Alternative/ Variations:	Follow staff recommendation to approve the request with the following condition: The outside appearance is uniform and masks evidence of two dwellings in the building by having units face different streets, having two car garage for each unit, and having finishes compatible to single-family houses in the neighborhood.
Recommendations:	that the Council deny the Conditional Use Permit (CUP) for a single ownership duplex in an R-1 One Family Residence District at 522 Jaguar Court.



MIKE MEIER DUPLEX
 CORNER LOT
 JAGUAR CRT # WINDSTAR
 2023 BUILD
 MARSHALL ACE # HARDWARE
 DRAWN BY: RODNEY JOHNSON

HYAC
 INFLOOR HEAT IN UNIT
 ONLY NOT GARAGE

CONCRETE FOUNDATION
 2X6 EXTERIOR WALL
 7/16 OSB WALL SHEETING
 15/32 OSB ROOF SHEETING
 ASPALT SHINGLES
 LP SMART SIDING
 ALLUMINUM SOFFIT
 STEEL FASCIA COVER

UNIT #2
 1567 SQ FT
 GARAGE T14 SQ FT

UNIT #1
 1690 SQ FT
 GARAGE T14 SQ FT

2X4 WALLS WITH
 1" OF AIR SPACE BETWEEN
 PARTY WALLS

26'-0" SETBACK FROM FRONT PROPERTY LINE

EXCAVATOR TO PUT IN ROCK DRIVEWAY DURING CONSTRUCTION IF MUD/DIRT BECOMES AN ISSUE ON STREET

9'-11" SETBACK FROM SIDE PROPERTY LINE

DUPLEX #2
MARSHALL ACE & HARDWARE
DRAWN BY: RODNEY JOHNSON

UNIT #2
1567 SQ FT
GARAGE T14 SQ FT

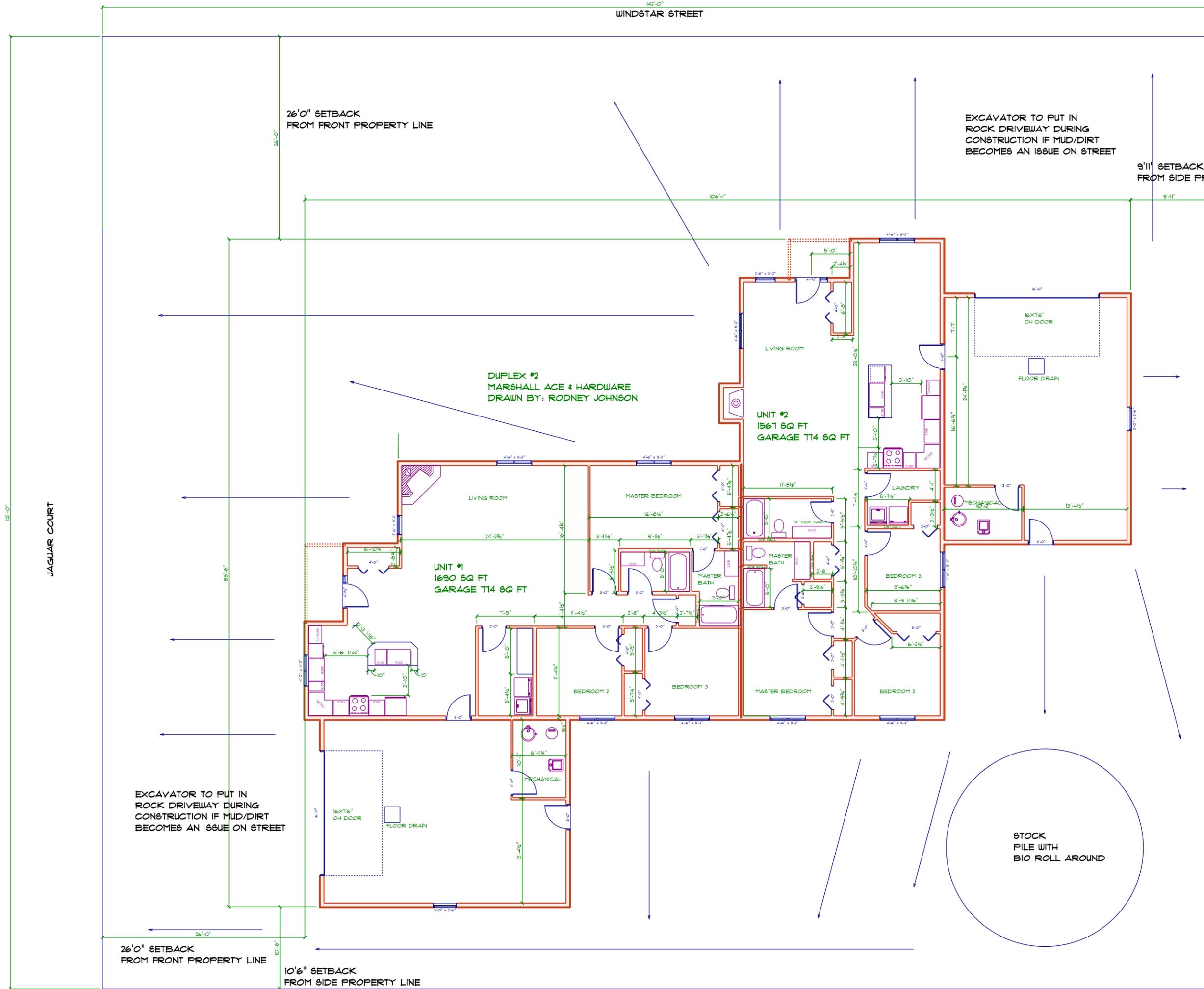
UNIT #1
1690 SQ FT
GARAGE T14 SQ FT

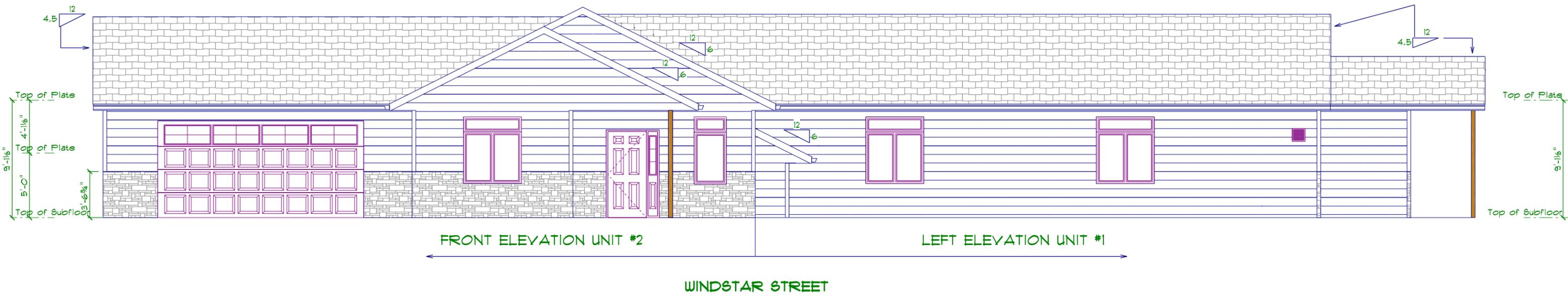
EXCAVATOR TO PUT IN ROCK DRIVEWAY DURING CONSTRUCTION IF MUD/DIRT BECOMES AN ISSUE ON STREET

STOCK FILE WITH BIO ROLL AROUND

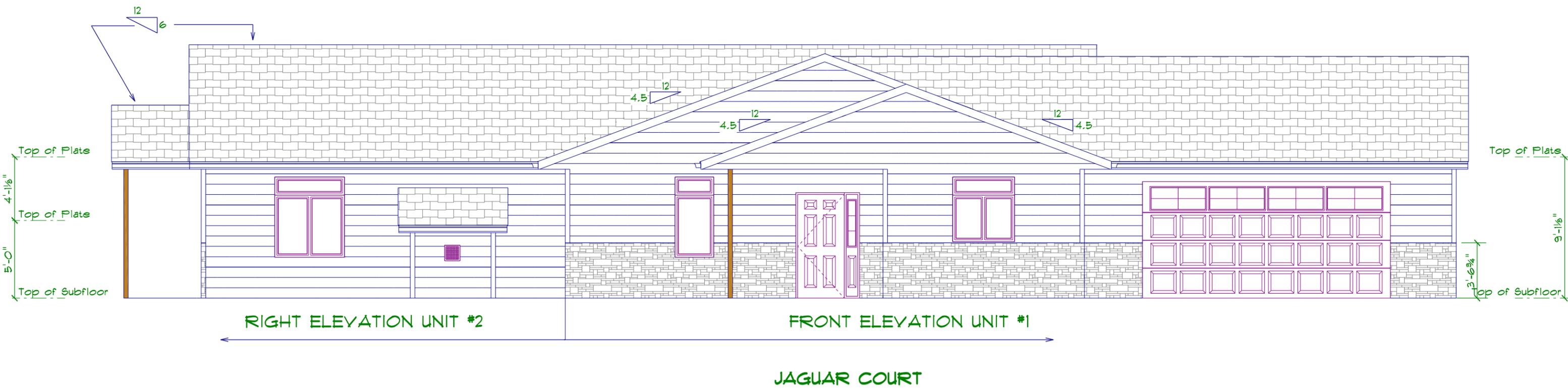
26'-0" SETBACK FROM FRONT PROPERTY LINE

10'-6" SETBACK FROM SIDE PROPERTY LINE











Marshall Planning Commission
Report to City Council – Request for Conditional Use Permit
522 Jaguar Court, City of Marshall, Lyon County, Minnesota

WHEREAS, the office of the City of Marshall Zoning Administrator received an application for conditional use permits dated January 29, 2023, for a two-family dwelling under single ownership related to property located at 522 Jaguar Court;

WHEREAS, the applicant for the conditional use permits was the property owner Vesta, LLC, represented by its owner James Carr;

WHEREAS, a written request for a conditional use permit is subject to the Minnesota 60-day rule as codified in Minnesota Statutes §15.99. The 60-day rule requires an approval or denial of a conditional use permit within 60 days of the time conditional use permit request is submitted. If no action occurs on the request for conditional use permit within 60 days, it is deemed approved pursuant to Minnesota Statute;

WHEREAS, City staff representatives from the Community Planning Department reviewed the application for the conditional use permit;

WHEREAS, conditional use permits are granted only for those uses specifically listed as conditional uses for a particular zoning district;

WHEREAS, this property is zoned R-1 One family residence district as defined in Ordinance Sec. 86-97 and two-family dwellings under single ownership is a conditional use in an R-1 One family residence district;

WHEREAS, a public hearing was scheduled for March 8, 2023, to consider the request for a conditional use permit and notice of that hearing was published and was mailed pursuant to provisions of Ordinance Sec. 86-47 and further in compliance with Minnesota Statutes;

WHEREAS, the public hearing was held as scheduled and the Planning Commission considered the following standard criteria for conditional use permit review as outlined in Ordinance Sec. 86-49:

- (1) Whether the proposed use is compatible with the existing neighborhood environment and use.
- (2) The adequacy of the access to roads and rights-of-way.
- (3) The additional traffic generated by facility.
- (4) The landscaping, fencing and/or screening plan.
- (5) The outside storage provisions.
- (6) The accessory buildings provisions.
- (7) The facility size.
- (8) The area of site.
- (9) The off-street parking facilities.
- (10) The density of the population and structures.
- (11) The duration of proposed interim use.
- (12) The natural features of the area.

- (13) The availability of existing utility and public service facility.
- (14) The future maintenance provisions.
- (15) Whether the proposed use will be injurious to the property or improvements in the area adjacent to such proposed use and the community as a whole.

WHEREAS, Staff offered the following information to the Planning Commission with a recommendation for the Planning Commission to recommend approval to the Council:

- (1) The lot in question is adjacent to the R-2 one to four family district and several multifamily buildings are present in the area; additionally, based on the Owner's statement, proposed building will have its entrances and garages facing different streets making it look more like a single-family house when viewing from each street.
- (2) The property is a corner lot and has long frontage to allow for separate accesses from adjacent streets.
- (3) No additional traffic (compared to a single-family house) will be generated in the court since only one unit will have access from it.
- (4) The standard R-1 landscaping requirements will be applicable.
- (5) The standard R-1 outside storage provisions will be applicable, which generally prohibit any outside storage.
- (6) The standard R-1 accessory buildings provisions will be applicable, which limits the number of accessory buildings to two.
- (7) The building size is not excessive and compatible with other houses in the area.
- (8) The area of site is adequate and significantly exceeds minimum lot area (10,000 SF) required by ordinance for a two-family dwelling in an R-1 district (lot area is over 16,000 SF).
- (9) The off-street parking facilities will meet the Ordinance requirement of two spaces per dwelling unit, since each unit will have an attached two car garage.
- (10) The density of the area will stay within limits for low density residential area as defined in the City Comprehensive Plan (less than 6 units per acre).
- (11) Not applicable to conditional use permits.
- (12) The lot is unremarkable and similar to adjacent lots.
- (13) Existing utility and public service facility are adequate for proposed building.
- (14) Since this is going to be a single ownership, the owner will be required to take care of the building in the same manner as a single-family building.
- (15) The proposed building will not increase traffic on Jaguar Court beyond that typical for a single family dwelling, and will blend with the surrounding area, thus avoiding negative effects on the neighborhood.

WHEREAS, at the public hearing, numerous comments were received from the public requesting denial including (a) the duplex does not fit into the plan or feel of the neighborhood; (b) that neighbors, when purchasing their property expected only single-family homes, (c) that rentals currently are not located in the neighborhood, and (d) that other alternative locations exist for this duplex, like in an R-2 zoned area or other location.

WHEREAS, the Planning Commission finds and determines the following:

- 1. Allowing a duplex in this R-1 district is not compatible with the existing neighborhood environment and use.;

2. The intent for constructing this two-Family Dwelling would be to rent out the property, which is not a use that is compatible with the neighborhood;
3. The applicant's failure to submit drawings to the Planning Commission made the record incomplete for the Planning Commission's review, since the Planning Commission could not visualize the building, its appearance or location on the site to better analyze the ordinance criteria.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission hereby denies based on the following:

1. Pursuant to Section 86-49 (a) (1), the duplex lacks compatibility with the neighborhood.

It is therefore recommended by the Planning Commission to the Marshall City Council that the conditional use permits be denied.

Marshall Planning Commission

By: Jim Muchlinski
Its: Vice-Chair

**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
MARCH 8, 2023**

MEMBERS PRESENT: Deutz, Doom, Stoneberg, Pieper and Muchlinski

MEMBERS ABSENT: Lee

OTHERS PRESENT: Jason Anderson, Ilya Gutman, and Amanda Schroeder

1. The meeting was called to order by Vice-chair Muchlinski. He asked for the approval of the minutes of the January 11, 2023, regular meeting of the Marshall Planning Commission. Doom MADE A MOTION, SECOND BY Deutz, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.

2. Gutman said this is a request by Vesta, LLC to have a single ownership duplex in an R-1 One Family Residence District. The lot size is adequate for a duplex and all yard regulations will be complied with. Staff recommends a motion to recommend to City Council an approval of the request to grant a Conditional Use Permit for a single ownership duplex in an R-1 One Family Residence District with the following condition: The outside appearance is uniform and masks no evidence of two dwellings in the building. Gutman went over all the considerations as needed to grant a Conditional Use Permit, as listed in the ordinance. Bruce Saugstad of 508 Jaguar Court said he had been there for 16 or 17 years, and he was the 2nd one to build there. They chose that location because it was a single-family area. He said his main question was that with a lot of approved lots for multi-family housing, why rezone this when there are lots that have not been built on. There is also another cul-de-sac that has not been built on. Gutman clarified this is not a rezone but a Conditional Use Permit. Muchlinski requested clarification regarding the intent of a Conditional Use Permit. Gutman explained what a Conditional Use Permit is and how it works: if granted it stays with the property and that any reasonable conditions can be attached on; item may be revoked only if conditions are violated. He went over the difference between a Conditional Use Permit and a Rezone. He clarified that if you rezone, you have no control over permitted uses; however, with a Conditional Use Permit, you can set any conditions you feel that are necessary and reasonable. Jill Bot, 520 Jaguar Court, said she wanted to echo what Saugstad said. She informed that they moved in 5 years ago and they moved there because it was a single-family district. They should put multifamily in districts that are meant for multifamily buildings. James Carr, Vesta LLC, said the proposed buyer is Mike Meier, he owns two other locations. The driveways will be on two different streets, so it will not look like a duplex. Muchlinski asked if the owner will live in that location. Carr said not at this time. Muchlinski asked how the proposed buyer would feel about ensuring that each unit had a double garage. Carr said it is already designed that way. Stoneberg asked about the mowing of the lawn (if each side would be mowed at different times) and about the association fees. Carr said he can't speak for Meier, but he believes he will mow it at the same time. Gutman said this is one owner building. Muchlinski said that if he lived there, he would not like this in a single-family district. He asked if there are other multifamily in a single-family district. Gutman said yes, there are. Muchlinski asked how many. Gutman said he was not sure but there were 3 he could think of since he had been here. Muchlinski stated that when we have a district that is R-1, and we allow multifamily, then we are renegeing on the property owners. Saugstad said it sounds like it is another rental property for Meier. They built in R-1 because the owners would reside in the property, not have it be a rental. Pieper said he knows Meier, and he is reputable, but he would be interested to know what he will do with his other properties. Doom said when you do preliminary

--UNAPPROVED --

plots, it is in R-1 because they are easier to sell, and this hearing is about meeting all the conditions for the Conditional Use Permit. Muchlinski asked what the answer to that is. Gutman explained that when the conditions are met, it generally should be granted. Anderson said it is about being compatible to the neighborhood. That is why staff pointed out the other multifamily units in the area. But it is up to the commission to determine if it is compatible. Pieper confirmed that they will be rented, not owned. Gutman informed that any house can be rented. Schroeder said you can't decide who your neighbors rent to; she had a house in the neighborhood that was rented to four college students. Deutz asked if there were any conditions that would make it more acceptable. Carr mentioned facing different streets. Saugstad stated that there are a lot of neighborhoods already zoned R-2; it can be built there; his neighbors could rent out their houses, but they don't. Bot said the duplex that is there is a tight build, so not sure how it will look in this space. Stoneberg said she is against it. These guys bought their lots with the intent of the location being single family and they spent good money, so they should get what they wanted. Doom said it will look like 2 separate houses with the separate driveways going out to different streets. It will be like two houses back-to-back. Pieper said we will send it to council and let them determine if the compatibility fits this neighborhood. Doom MADE A MOTION, SECOND BY Stoneberg to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Pieper MADE A MOTION, SECOND BY Deutz to recommend to City Council denial per section 86-49 (a) (1) for lack of compatibility. Doom said we struggle if it is compatible or not. Pieper said even if they are trying to make it look compatible, Saugstad, who lives across the street, doesn't have 2 driveways. MOTION PASSED 4 to 1 with Doom voting against the motion.

3. A MOTION WAS MADE BY Doom, SECOND BY Pieper to adjourn the meeting. ALL VOTED IN FAVOR. Vice Chair Muchlinski declared the meeting adjourned.

Respectfully submitted,
Chris DeVos, Recording Secretary

CONDITIONAL USE PERMIT
City of Marshall, Minnesota

WHEREAS, the Planning Commission of the City of Marshall has held a Public Hearing for a Conditional Use Permit for a two-family dwelling under single ownership in an R-1 One Family Residence District. The legal description of the property is:

Carr Estates Plat Block 2 Lot 17
City of Marshall, State of Minnesota, County of Lyon
(522 Jaguar Court)

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

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

NOW THEREFORE, Be It Resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to Vesta LLC, of Marshall to have a two-family dwelling under single ownership in an R-1 One Family Residence District on the premises described herein subject to the following conditions:

1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the Class of District which such structure is located therein shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit if the applicant has breached the conditions contained in this permit provided first, however, that the City serve the applicant with written notice specifying items of any such default and thereafter allow the applicant a reasonable time in which to cure any such default.
3. That the owner maintains the structure to conform with the Zoning Ordinance, Building Code, and not cause or create negative impacts to existing or future properties adjacent thereto.
4. The outside appearance is uniform and masks evidence of two dwellings in the building by having units face different streets, having two car garage for each unit, and having finishes compatible to single-family houses in the neighborhood.

ADOPTED March 14, 2023

ATTEST:

Mayor

City Clerk

This Instrument Drafted By:
Jason R. Anderson, P.E.
City Engineer/Zoning Administrator
344 West Main Street
Marshall MN 56258

(SEAL)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jim Marshall
Meeting Date:	Tuesday, March 14, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Body Worn Camera & Squad Car Cameras
Background Information:	<p>In October of 2019, the City of Marshall implemented the Body-Worn Camera Program for the Marshall Police Department. Many aspects of a BWC program were discussed at that time which included the costs involved, software, data storage costs, release of data and future expenses. The recommendation at that time was to proceed with the proposal from the Watchguard company to supply all the required equipment.</p> <p>In October of 2022, the Motorola Company informed us they had purchased the Watchguard Company and would be transitioning all current Watchguard users into Motorola equipment or their leasing program. We were informed that current warranty work for our Watchguard cameras would be honored but that our cameras would be discontinued, and service would not be provided for equipment outside of warranty coverage. Nearly all our current equipment will be off warranty by the summer of 2023.</p> <p>Police department staff began exploring options and seeking proposals from Motorola and the other leading body camera company AXON. Several meeting with the Lyon County Sheriff's Office (Watchguard customer) and IT staff occurred to see what would serve our current and future needs. IT staff believe that the transition to the cloud-based system is the desired way to store and share data.</p> <p>AXON and Motorola submitted proposals that would replace all our current body cameras (22) and squad car cameras (8). The Equipment Review Committee reviewed the submitted proposals and voted to move forward with the proposal from AXON. AXON's proposal was the lowest proposal and it meets the needs of the Marshall Police Department. The attachment is the proposal submitted by AXON.</p> <p>AXON is currently estimated to have 70% of the body camera market for police departments in the United States. In 2022, the State of Minnesota entered into an agreement with AXON to provide camera equipment for all state law enforcement agencies.</p>
Fiscal Impact:	\$161,179.00 (5 years)
Alternative/ Variations:	
Recommendations:	Approval of the proposal submitted by AXON for the City of Marshall to purchase body-worn camera equipment and squad car camera equipment and utilize their cloud-based storage system. COST: \$161,179.00 (5 years)

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-452899-44978.724KM

Issued: 02/21/2023

Quote Expiration: 02/28/2023

Estimated Contract Start Date: 03/01/2024

Account Number: 478959

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-611 W Main St 611 W Main St Marshall, MN 56258-3067 USA	Marshall Police Dept. - MN 344 W Main St Marshall, MN 56258-1313 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Milne Phone: Email: kmilne@axon.com Fax:	Ryan Hoffmann Phone: 507-537-7000 Email: ryan.hoffmann@ci.marshall.mn.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$77,476.80
ESTIMATED TOTAL W/ TAX	\$77,476.80

Discount Summary

Average Savings Per Year	\$527.04
TOTAL SAVINGS	\$2,635.20

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$15,495.32	\$0.00	\$15,495.32
Feb 2025	\$15,495.37	\$0.00	\$15,495.37
Feb 2026	\$15,495.37	\$0.00	\$15,495.37
Feb 2027	\$15,495.37	\$0.00	\$15,495.37
Feb 2028	\$15,495.37	\$0.00	\$15,495.37
Total	\$77,476.80	\$0.00	\$77,476.80

Quote Unbundled Price: \$80,112.00
 Quote List Price: \$77,476.80
 Quote Subtotal: \$77,476.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	8	60	\$166.90	\$161.41	\$161.41	\$77,476.80	\$0.00	\$77,476.80
Total							\$77,476.80	\$0.00	\$77,476.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	8	03/01/2024
Fleet 3 Basic	70112	AXON SIGNAL UNIT	8	03/01/2024
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	8	03/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	8	03/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	8	03/01/2024	02/28/2029
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	16	03/01/2024	02/28/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	8	03/01/2024	02/28/2029
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	8	03/01/2025	02/28/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B	Fleet 3 Basic	8	\$15,495.32	\$0.00	\$15,495.32
Total				\$15,495.32	\$0.00	\$15,495.32

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B	Fleet 3 Basic	8	\$15,495.37	\$0.00	\$15,495.37
Total				\$15,495.37	\$0.00	\$15,495.37

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	8	\$15,495.37	\$0.00	\$15,495.37
Total				\$15,495.37	\$0.00	\$15,495.37

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	8	\$15,495.37	\$0.00	\$15,495.37
Total				\$15,495.37	\$0.00	\$15,495.37

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B	Fleet 3 Basic	8	\$15,495.37	\$0.00	\$15,495.37
Total				\$15,495.37	\$0.00	\$15,495.37

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-452892-44978.729KM

Issued: 02/21/2023

Quote Expiration: 02/28/2023

Estimated Contract Start Date: 05/01/2023

Account Number: 478959

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery: Invoice-611 W Main St 611 W Main St Marshall, MN 56258-3067 USA	Marshall Police Dept. - MN 344 W Main St Marshall, MN 56258-1313 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Milne Phone: Email: kmilne@axon.com Fax:	Ryan Hoffmann Phone: 507-537-7000 Email: ryan.hoffmann@ci.marshall.mn.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$83,899.70
ESTIMATED TOTAL W/ TAX	\$83,899.70

Discount Summary

Average Savings Per Year	(\$450.00)
TOTAL SAVINGS	(\$2,250.00)

Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$33,895.70	\$0.00	\$33,895.70
Apr 2024	\$12,501.00	\$0.00	\$12,501.00
Apr 2025	\$12,501.00	\$0.00	\$12,501.00
Apr 2026	\$12,501.00	\$0.00	\$12,501.00
Apr 2027	\$12,501.00	\$0.00	\$12,501.00
Total	\$83,899.70	\$0.00	\$83,899.70

Quote Unbundled Price:	\$81,649.70
Quote List Price:	\$81,649.70
Quote Subtotal:	\$83,899.70

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
AB3C	AB3 Camera Bundle	22			\$749.00	\$749.00	\$16,478.00	\$0.00	\$16,478.00
AB3MBD	AB3 Multi Bay Dock Bundle	3			\$1,638.90	\$1,638.90	\$4,916.70	\$0.00	\$4,916.70
A la Carte Software									
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	22	60		\$24.00	\$24.00	\$31,680.00	\$0.00	\$31,680.00
BasicLicense	Basic License Bundle	17	60		\$15.00	\$16.25	\$16,575.00	\$0.00	\$16,575.00
ProLicense	Pro License Bundle	5	60		\$39.00	\$42.25	\$12,675.00	\$0.00	\$12,675.00
A la Carte Services									
80146	VIRTUAL BODYCAM STARTER	1			\$1,575.00	\$1,575.00	\$1,575.00	\$0.00	\$1,575.00
Total							\$83,899.70	\$0.00	\$83,899.70

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	25	05/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	25	05/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	22	05/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	05/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	05/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	3	05/01/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	17	05/01/2023	04/30/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	17	05/01/2023	04/30/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	05/01/2023	04/30/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	05/01/2023	04/30/2028
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	22	05/01/2023	04/30/2028

Services

Bundle	Item	Description	QTY
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Payment Details

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware	AB3C	AB3 Camera Bundle	22	\$16,478.00	\$0.00	\$16,478.00
Upfront Hardware	AB3MBD	AB3 Multi Bay Dock Bundle	3	\$4,916.70	\$0.00	\$4,916.70
Year 1	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	22	\$6,336.00	\$0.00	\$6,336.00
Year 1	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 1	BasicLicense	Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 1	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$33,895.70	\$0.00	\$33,895.70

Apr 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	22	\$6,336.00	\$0.00	\$6,336.00
Year 2	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 2	BasicLicense	Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 2	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$12,501.00	\$0.00	\$12,501.00

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	22	\$6,336.00	\$0.00	\$6,336.00
Year 3	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 3	BasicLicense	Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 3	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$12,501.00	\$0.00	\$12,501.00

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	22	\$6,336.00	\$0.00	\$6,336.00
Year 4	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 4	BasicLicense	Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 4	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$12,501.00	\$0.00	\$12,501.00

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	22	\$6,336.00	\$0.00	\$6,336.00
Year 5	80146	VIRTUAL BODYCAM STARTER	1	\$315.00	\$0.00	\$315.00
Year 5	BasicLicense	Basic License Bundle	17	\$3,315.00	\$0.00	\$3,315.00
Year 5	ProLicense	Pro License Bundle	5	\$2,535.00	\$0.00	\$2,535.00
Total				\$12,501.00	\$0.00	\$12,501.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

2/21/2023





CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, February 14, 2023
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
Background Information:	<p>Under Chapter 2, Article VI, Section 143 the City Charter states: "Appointments to all boards, commissions, bureaus and authorities shall be by the mayor and shall be confirmed by the council with the exception of the housing and redevelopment authority."</p> <p>Interviews were held prior to the regular city council meeting.</p> <p>One position for the Marshall Municipal Utilities Commission with a term expiring 5/31/28. One position for the Convention and Visitors Bureau with a term expiring 12/31/25. One position for the Community Services Advisory Board with a term expiring 2/28/26. One position for the Police Advisory Board with a term expiring 5/31/26. One position for the Public Housing Commission with a term expiring 5/31/26.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To appoint and approve individuals to various Boards, Commissions, Bureaus, and Authorities.

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 14, 2023
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	

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

FROM: Sharon Hanson, City Administrator

DATE: March 14, 2023

SUBJECT: Administrative Brief

CITY ATTORNEY

In February, the City of Marshall experienced the benefit of our team of lawyers. Some highlights include:

- Continued outreach to residents helping address and resolve outstanding code violations.
- Collaboration with staff on several ordinances including revising sign ordinance and drafting administrative enforcement process.
- Preparation of working draft of rental ordinance to assist with additional discussions.
- Helping with various data question(s).
- Advising staff on various incidental legal questions posed to attorney throughout the month.

Work of other K&G Attorneys:

- Attorney Sonsalla worked with staff on parking lot questions.
- Attorney Gilchrist provided general overview and resources for MMU.

General Updates:

- Second Opioid Settlement in the works and Cities just started to receive letters to opt in to the second settlement.
- New legislation passed and signed by the Governor. These are informational only as cities do not have direct impact from these:
 - License for all – just an fyi: <https://www.cbsnews.com/minnesota/news/gov-walz-signs-drivers-licenses-for-all-bill-into-law/>
 - [Chapter 10, House File 35](#): This bill allows the Minnesota Department of Management and Budget to include inflation in future state budget forecasts, providing transparency and a clear picture about Minnesota’s finances. The bill aligns Minnesota with the rest of the country in terms of economic forecasting.
 - [Chapter 9, House File 50](#): This bill authorizes the DNR to make changes to improve Minnesota’s state park and recreation area boundaries and properly transfer Minnesota county and state lands.
 - [Chapter 11, House File 213](#) provides \$5 million in emergency funding to the Department of Human Services for food shelf programs through Hunger Solutions. As demand for food shelf services rises, this funding will be distributed as quickly as possible.

CITY PROSECUTOR:

- Criminal prosecution numbers for February are as follows:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2023	2022 Comparison
Prosecution		1	7	1	11	1	3	24	19
Dismissed									
Non-Prosecution	4	1			3		2	10	4
Refer to County									

ADMINISTRATION

- This past month spent time with Director of Administrative Services to review bonding and other finance related matters to upcoming bonding schedule and equipment purchases.
- Updated and continued work on State of the City PowerPoint presentation.
- Mayor and I visited with Klobuchar’s Outreach Director Chuck Ackman to discuss federal funding and other city matters.
- Continue to meet with Community Services staff regularly on Departmental activities and projects. Staff are working on the Summer brochure and we will be sending the printed brochure to all Marshall residents.
- Helped organize and provide direction for Council Orientation bus tour that was held on Tuesday Feb 28th.
- We hope to finalize the Indoor Recreation Study third week in March.
- Worked with HR Manager on Community Services job description reviews for both Parks and Rec Director and Community Ed Coordinator as well as other personnel matters.
- Assisted the EDA Director on EDA Board goals and strategies and hope to finalize with the Board in the upcoming couple of months.
- MMU and Public Works staff along with myself reviewed Xcel Energy plans for interconnection routes for a proposed construction of two 120- to 140-mile 345 kilovolt (kV) transmission lines between Xcel Energy’s existing Sherburne County Substation at the Sherburne County Generating Station Substation (Sherco Substation) in Becker, Minnesota, and a new substation in Lyon County. Xcel Energy is pursuing this plan in order to reduce carbon emissions by over 85% from 2005 levels by 2030 and to achieve 100% carbon-free electricity by 2050. Xcel will achieve these goals by retiring coal plants in the Upper Midwest, including the Sherco plant in Becker, totaling approximately 1,300 megawatts of coal-fired generation, and adding significant amounts of renewable energy-largely from SW MN. Although the acreage and right of way needed means that their lines/substation will not be within the boundaries of Marshall city limits- it could come close and might be a visual disruption. At this time, line and substation locations are not known.

Economic Development Authority

- The building permit for Harbor Freight has been approved and work will begin shortly on the building. Staff continues to work with Woodcrest Capital on securing additional tenants for the remaining 52,000 sq ft.
- Staff is working with SWIF on a daycare provider appreciation event being hosted on March 24th.
- Staff is finalizing Main Street Economic Revitalization Grant with draft terms of 30% grant match of total project up to \$75,000 with project boundaries of East College Drive from Highway 23 to Main St. We will be hosting two public input session on March 20th and 27th to provide more detail and answer questions.
- Block 100 is working on site plans for Phase II and III with construction on Phase I set to complete in June.

- Staff is working on a new marketing plan which includes a joint partnership with the CVB and a video series developed by Studio 1.

Human Resources

- Staffing update: The City will welcome Nathan Holden as a part-time Police Officer in March (start date to be determined). Staff are interviewing candidates for Building Custodian, and reviewing applications for a Maintenance Worker position supporting our Street Department. The application deadline for the part-time Office Assistant/Receptionist position is 03/15/2023. Recruitment efforts continue for either a Civil Engineer or an Assistant City Engineer. Staffing also continues for a variety of temporary and seasonal positions.
- Safety program: employees were trained in our Respiratory Protection and Hearing Conservation Programs, both of which are OSHA mandated programs.

Clerk

- Finished preparing Fire Service Protection Agreements and have submitted them to the applicable township for their approval.
- Recently sent out an advertisement for open citizen led boards & commissions, 10 applications have been received with 9 scheduled for interviews.
- Reviewing Enterprise Fleet Management vehicle timelines

Finance

- No report.

Assessing

- No report.

Liquor Store

- February Financials: Sales \$478,545 +3%, Customer Count 14,112 +.75%, Ticket Average \$33.91 +2.4%. Overall numbers held steady (compared to last year)- trending slightly up. Inclement weather caused some slower days.
- Detailed dusting and cleaning have been completed. Staff is getting the store ready for “March Madness” with several in-store specials and tastings.

COMMUNITY SERVICES

Parks & Recreation

- Received final concepts for Legion Field improvements – going through last review the Marshall Baseball Association, MAYBA, and SMSU.
- Working on bidding documents for construction of new shelter/storage facility at Amateur Sports Complex
- Met with SMSU Athletic Director and Wrestling Coaches to tour Red Baron Arena – looking to host week long camp in June – this will be first wrestling event held at arena.
- Reviewing MN/DNR Outdoor Recreation Grant – resolution to be brought to Council on March 14th for approval and grant submittal.
- Reviewing applications and hiring staff for summer in Recreation, Parks, and Aquatic Center
- Putting together information for Summer Brochure
- Working on 18-hole disc golf course with Jordan Schroeder for at Independence Park via donations and City staff assistance on installation
- Ice, dasher boards and glass will be taken out of Action Arena on March 20th as season wraps up and Expo season begins March 25th-26th with Home Show.

- Working with SMSU Students on constructing basketball/pickleball/skating area with community support and partnerships.

Community Education

- Cultures on the Prairie took place on Monday, February 13th and Tuesday, February 14th at SMSU with 120 attendees.
- Attended the MCEA Leadership Days Conference on February 16th & 17th in St. Cloud.
- Hosted Session 9 Parent-Teen Point of Impact meeting on Monday February 20th and Session 9 classroom for Driver Education began on Tuesday, February 21st.
- Continuing to work on programming for summer including hiring of staff and finalizing brochure content.
- Working on summer planning for the Municipal Band and 4th of July.
- John Sterner, a local artist, presented on the topic of “Connections in Art” at the Adult Community Center on Tuesday, March 7th.
- The Adult Community Center implemented a new process in which members can check out iPads for connecting with friends and family, do research, or play games.

Studio 1

- We have completed two videos to be shown at the “State of the City” event and we broadcast the event live on our Studio 1 channel as well as the City of Marshall Facebook page.
- Work on the A/V install at MERIT Classroom C continues now that the flooring fixes in the room have been completed.
- We have covered the last two hockey tournaments of the season and will be preparing for expo season in the arena.
- Work continues on the MMU Lead Water Service Line video.
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 160 open permits.
- Two Avera projects and Block 11 apartment building are the largest projects under construction.
- Harbor Freight tools permit has been issued.
- Several projects are in the Plan Review status.

PUBLIC WORKS DIVISION

Engineering

- Project ST-001-2023: Chip Seal Project –
- Project ST-002-2023: Bituminous Overlay Project - Bids received 03/07/2023 with anticipated award on 03/14/2023.
- Project ST-004: Halbur Road reconstruction – Project is substantially complete.
- Project ST-006: SRTS School Pedestrian Crossing Improvements – Final change order and pay request submitted to Duininck, Inc. on 01/06/2023.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are being redrafted. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.

- Project ST-008: Channel Parkway Resurfacing – Bids received 03/07/2023 with anticipated award on 03/14/2023.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction – Bids received 03/09/2023 with anticipated award on 03/14/2023.
- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) – Bids received 03/08/2023 with anticipated award on 03/14/2023.
- Project MMU-001: TH 23 Watermain Crossing Project – Project awarded to TE Underground of Tyler, MN by MMU Board of Commissioners on 02/28/2023.

Building Maintenance

- No report.

Street Department

- Hauling snow from cul-de-sacs.
- Clearing intersections for better visual.
- Doing equipment repair and maintenance.
- Clearing catch basins of snow/ice.

Airport/Public Ways Maintenance

- Hauling snow piles out to snow dump site.
- Widening runways, taxiways, and apron areas.
- Doing Nav-aid repairs (Runway lights, Taxiway lights and signs)
- Getting equipment ready for spring.

Wastewater

- Staff has completed 324 preventative maintenance work orders in the last 30 days.
- Visited with all local restaurants and dropped off water softener optimization/rebate information.
- Wrote a promotional article highlighting the success of local businesses that have participated in the program and had it published in the Chamber newsletter. Radio ads are running 30 days on/30 days off for the rest of the year. Facebook ads running for the next 12 months, advertising in the Hy-Vee Trader monthly for the next 12 months, and an article was published on Marshall Radio.net. Hotels, schools, and apartment properties have been contacted. Letters have been sent to most commercial property owners.
- Working on the scope of work for the Highway 23 Lift Station renovation and permit renewal with Bolton & Menk.
- We have completed one two Significant Industrial User meeting and two more are scheduled.
- Assisting the Street Department with snow removal.
- Working on rebuilding the grinder from the main lift station.
- Snow removal work is ongoing in the plant.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to thirteen (13) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (6)
 - Fire; Structure (4)
 - Medical Assist (0)
 - Vehicle Accident (3)

- Other – Assist (0)

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 757 calls for the month of February. Eighty-nine (89) criminal offenses were reported with a total number of thirty-seven (37) adults arrested.

OFFICER'S REPORT

- Alarms (11)
- Accidents (34)
- Alcohol involved incidents (3)
- Assaults (4)
- Domestic Assaults (15)
- Burglaries (3)
- Criminal Sexual Conduct (3)
- Damage to Property (2)
- Keys Locked in Vehicles (21)
- Loud Party (3)/ Public Disturbances (7)
- Thefts (18)
- Traffic Related Complaints (224)
- Vandalism (6)
- Warrant Pickups (5)
- Welfare Checks/Mental Health (36)

Regular maintenance continues on the 7 squad cars for the police department. We have been informed the squad car damaged in an accident last spring that was sent to Willmar for repairs, should return to operation in March.

Police department administration has been working with company officials from two leading body camera companies. Proposals were brought before the Equipment Review Committee for their recommendation and will soon be brought to City Council for review and consideration.

A conditional offer has been made to a candidate for a part-time officer position. The candidate will have to complete all the position requirements before moving forward with the City of Marshall

DETECTIVE REPORT

- The theft of property from a Marshall business was investigated. Some of the stolen property was recovered. The case was forwarded to the City Attorney's Office for formal charges.
- A burglary from a Marshall storage facility is being investigated. Some of the stolen property has been recovered during the investigation. The case remains under investigation.
- Arrests were made in four separate thefts by shoplifting cases from a Marshall business.
- A report of possible sex trafficking was investigated and found to be a financial scam. Five additional thefts by swindle cases involving financial scams were investigated during the month.
- A case of sexual criminal conduct is under investigation.
- A report of state lottery fraud and theft from a Marshall business is under investigation.
- Three separate cases of financial transaction card fraud are under investigation. A fourth case was investigated and referred to an agency in another state for additional investigation.
- Two predatory offender registration violation cases were investigated. One case was closed, and the other was referred to the Lyon County Attorney's Office for consideration of charges.

- An issuance of dishonored check case was investigated and submitted to the Lyon County Attorney's Office for formal charges.
- Seventeen child protection reports and two reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.
- Sgt. Buysse gave a presentation on financial scams at the Adult Community Center on February 7th.

MERIT CENTER

- The Department of Public Safety continues to utilize the driving track and skills pad for CDL exam testing. There were 11 exams completed on the track in February.
- In February MN West conducted Steam and Hot Water Boiler Class and CDL training utilizing the driving track at the MERIT Center.
- On February 1-2 ADM conducted Confined Space Training at the MERIT Center utilizing classroom space as well as the confined space tank and the rescue tower. 34 participants attended this training over the two days.
- Blue Fire Training, LLC conducted Firefighter Officer I classes at the MERIT Center on Feb 4-5. 12 firefighters attended this training.
- The U of Minnesota Extension office conducted Private Pesticide Applicator training at the MERIT Center on Feb 6 with 68 people attending.
- On Feb 7 the Mankato Police Department conducted EVOC training for 5 officers.
- UCAP conducted Community Connection Volunteer Training at the MERIT Center on Feb 10 with 11 people attending the training.
- On Feb 11-12 the MERIT Center hosted a Fire & Rescue Chaplain training for 13 fire fighters.
- MN USDA held their District 5 Manager's Meeting at the MERIT Center on Feb 14.
- MN Farm Bureau held a meeting on Feb 16 at the MERIT Center. There were 59 participants at this event.
- SW Health and Human Services held an Opioid Settlement Funding Meeting at MERIT on Feb 27 for 39 participants.
- The MERIT Center was utilized 19 out of 28 days in February with 348 people attending these training/events.

MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending February 2023 (YTD TOTALS)

OFFENSE/ARREST DATA					
	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	57	0	57	33	0
February	89	0	89	37	0
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

YTD 2023	146	0	146	70	0
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Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	743	316
February	757	319
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
YTD 2023	1500	635

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6											15
Property Damage	15	25											40
Personal Injury	1	3											4
Fatalities	0	0											0
TOTAL 2023	25	34	0	59									

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61											106
Parking Tickets	91	75											166

Activities (Calls For Service)	*High Hours Expended												
	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	11	11											22

Alcohol	0	3											3
Animal Bite	2	3											5
Animal Complaint	10	13											23
Assault	6	4											10
Assists	50	45											95
Auto Theft	3	1											4
Bike Found	0	4											4
Bike Theft	0	0											0
Burglary	0	3											3
Bus Violation	3	5											8
Check Forgery	0	1											1
Check Fraud	1	1											2
Civil Matters	12	10											22
Criminal Sex	2	3											5
Damage to Prp	2	2											4
Death Investigation	0	2											2
Domestics	10	15											25
Drugs/Narcotics	2	3											5
Family Matters	4	9											13
Fire Alarm	0	2											2
Gas Meal Assist	3	1											4
Gun Permits	4	10											14
Harassment	8	5											13
Intoxicated/Detox	2	2											4
Keys Locked In vehicles	27	21											48
Mental Health	8	9											17
Fraud	2	6											8
Parking Complaints	76	69											145
Party Loud Party	1	3											4
Pred - Sex Offender	2	2											4
Property Found	1	3											4
Public Disturbance	5	7											12
Pursuit	0	0											0
Runaway	2	3											5
Escort Funeral,other	13	13											26
Search Warrant	1	0											1
Suspicious Anything	38	34											72
Suspicious Vehicle	3	4											7
Tobacco Violation	1	1											2
Theft	17	18											35
Trains	1	0											1
Transport (Marshall PD etc)	1	2											3
Trespassing	10	6											16
Traffic Related Complaints	190	224											414
Unsecured Building	0	1											1
Vandalism	0	6											6
Violation of OFP	6	3											9
Warrant Pickups	11	5											16
Welfare Checks	21	27											48
Welfare Fraud	0	0											0
ERU Activated	0	0											0
Weapons Involved	1	1											2
YTD 2023	573	626	0	1199									

OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	5	9	5	12	3	8	15
February	13	16	16	6	17	14	7
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

YTD 2023	18	25	21	18	20	22	22
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	23	25											48
Gross Misdemeanors	21	17											38
Misdemeanors	14	19											33



MARSHALL

1.h Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date.
AP Design	1405 COLLEGE DR E	Wall Mounted Sign	3,400.00	02/28/2023
BRELAND ENTERPRISES INC	604 VAN BUREN ST	Foundation Repair	24,019.28	03/07/2023
BRELAND ENTERPRISES INC	505 4TH ST N	Interior Remodeling - ANY Work Inside, Except Fireplace	4,642.60	03/01/2023
COEQUYT PLUMBING & HEATING LLC	107 JAMES AV W	Plumbing - Interior remodeling, Kitchen remodeling, New bathroom	8,000.00	03/07/2023
CROSSWIND INVESTMENTS LLC	106 5TH ST N	Interior Remodeling - ANY Work Inside, Except Fireplace	750.00	02/28/2023
GESKE BUILDING & SUPPLY COMPAN	623 SOUCY DR	Windows	2,800.00	03/06/2023
KEVIN GOSLAR TRIO PLUMBING & H	321 MAIN ST W	Plumbing - Kitchen remodeling	7,000.00	03/07/2023
MARSHALL MN LLC	1200 SUSAN DR, 1200 SUSAN DR	Interior Remodeling - ANY Work Inside, Except Fireplace, Occupancy/Use Change	220,000.00	03/06/2023
MINNWEST PLUMBING & HEATING IN	703 MARGUERITE AV	Plumbing - Interior remodeling	0.00	02/27/2023
N/A	106 5TH ST N	HVAC - Air Conditioning, [Ductwork], Furnace	15,000.00	03/07/2023
SAFEBASEMENTS OF MINNESOTA INC	502 BLADHOLM AV	Windows	5,000.00	02/27/2023
Scott Arvid Thate	1200 COLLEGE DR E	Interior Remodeling - ANY Work Inside, Except Fireplace	102,500.00	03/07/2023
Signminds Inc	1200 SUSAN DR	Wall Mounted Sign	8,500.00	02/24/2023
Signminds Inc	1200 SUSAN DR	Wall Mounted Sign	8,500.00	02/28/2023
Tadd Ihnen	801 LAWERENCE CT	Fireplace Only	7,524.00	03/07/2023
Today	109 PARK AV	Fireplace Only	12,571.00	03/07/2023

2023 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 10, 2023
2. January 24, 2023

February

1. February 14, 2023
2. February 28, 2023

March

1. March 14, 2023
2. March 28, 2023

April

1. April 11, 2023
2. April 25, 2023

May

1. May 9, 2023
2. May 23, 2023

June

1. June 13, 2023
2. June 27, 2023

July

1. July 11, 2023
2. July 25, 2023

August

1. August 08, 2023
2. August 22, 2023

September

1. September 12, 2023
2. September 26, 2023

October

1. October 10, 2023
2. October 24, 2023

November

1. November 14, 2023
2. November 28, 2023

December

1. December 12, 2023
2. December 26, 2023

2023 Uniform Election Dates

- February 14, 2023
- April 11, 2023
- May 9, 2023
- August 08, 2023
- November 07, 2023

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



Upcoming Meetings

March

- 03/14 Work Session, 3:00 PM, City Hall
- 03/14 Interviews for Various Authorities, Boards, Bureaus, and Commissions, 4:00 PM, City Hall
- 03/14 Regular Meeting, 5:30 PM, City Hall
- 03/28 Interviews for Various Authorities, Boards, Bureaus, and Commissions, 4:15 PM, City Hall
- 03/28 Regular Meeting, 5:30 PM, City Hall

April

- 04/11 Regular Meeting, 5:30 PM, City Hall
- 04/17 Local Board of Appeal and Equalization, 5:30 PM, City Hall
- 04/25 Regular Meeting, 5:30 PM, City Hall
- 04/25 Local Board of Appeal and Equalization Reconvene-as needed, 5:00 PM, City Hall