



**CITY OF MARSHALL**

**City Council Meeting**

**A g e n d a**

**Tuesday, February 28, 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 Meeting Held on February 14, 2023

**PUBLIC HEARING**

**AWARD OF BIDS**

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

**CONSENT AGENDA**

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

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

13. Consider Amendment to Marshall Aquatics Center-Phase 1 Agreement Between City of Marshall and Stockwell Engineers, Inc  
14. Wastewater Rate Study: Consider Acceptance of Wastewater Rate Study Proposal with Bolton & Menk, Inc.  
15. Project AP-003: Airport Snow Removal Equipment (SRE) Building - Project Update and Authorization to Advertise for Bids  
16. Consider Resolution Requesting MnDOT for Marked Crosswalk(s)

**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

**INFORMATION ONLY**

22. Building Permits

**MEETINGS**

23. Upcoming Meetings

**ADJOURN**

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the Minutes from the Regular Meeting Held on February 14, 2023
<b>Background Information:</b>	Enclosed are the minutes from the meetings held on February 14.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	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 14, 2023**

The regular meeting of the Common Council of the City of Marshall was held February 14, 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; Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; Karla Drown, Finance Director; Scott Truedson, Wastewater Superintendent; and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

**Consider Approval of the Minutes from the Regular Meeting and Work Session Held on January 24, 2023**

There were no changes to the minutes as presented.

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

**Kwik Trip 1255 - 1) Public Hearing on Preliminary Plat and Approval of Preliminary Plat; 2) Consider Resolution Adopting the Final Plat**

Kwik Trip purchased three parcels at the corner of N. Bruce Street and E. College Drive, formerly Speedway, with the intent of building a new gas station and convenience store at this location. The purpose of the plat is to combine all parcels into one and to ensure that all property issues are addressed prior to building on the site. The preliminary plat was presented at the Planning Commission meeting on January 11, 2023. The preliminary plat was then introduced at the January 24, 2023 City Council meeting. Dean George a representative of Kwik Trip thanked council and the city of Marshall and is looking forward to start construction this summer.

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

Councilmember Schroeder mentioned that Hoffman & Brobst attended the Planning Commission meeting where the plats were being discussed and had some questions. Kwik Trip indicated they did get in contact with Hoffman & Brobst with regards to their questions.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to accept the preliminary Kwik Trip 1255 plat. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to accept Resolution 23-010 adopting the Kwik Trip 1255 Final Plat. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Approval of the Consent Agenda**

There were no requests to remove any items from the consent agenda.

- Consider Engagement Letter for Audit Services for 2022 Financial Statements  
Transfer 3.2% Off-Sale and Tobacco License to Kareem Inc. (Freedom Gas Station)

- Consider Approval of a Permit for Alcoholic Beverages at City-Owned Facilities
- Project ST-010: Lyon Circle Reconstruction Project - Consider Resolution Ordering Preparation of Report on Improvement (Resolution 23-011)
- Consider Approval of Community Planning Organizational Structure and Approve MOU with AFSCME, Local No 65 Accepting Union Status for Senior Engineering Specialist and Building Services Coordinator Positions
- Consider Approval of the Bills/Project Payments

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

### **2023 Fee Schedule Amended**

Finance Director Karla Drown explained the amendment recommendations by staff. Under Finance an Administrative fee of \$25 is being recommended. The fee was originally \$50 and was added in addition to actual cost invoices for mowing and snow removal services. The Adult Community Center wanted to clarify in the fee schedule the deposit amount for room rentals and that room rentals were per hour. Wastewater recommended to increase the Excess Phosphorus fee to \$5 per pound to break-even with the increase of chemical costs. This fee is mostly incurred by the city's industrial users and they have been informed and given their ok.

Mayor Brynes asked for clarification on the Adult Community Center room deposit amount. Councilmember Lozinski also wanted to verify that the administrative fee is a reduction and not a new charge.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to approve Resolution 23-013 amending the 2023 Fee Schedule. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

### **Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.**

Anderson stated the project has been discussed numerous times and feels the project is ready to go out for bids. The 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.

Councilmember Schafer and Lozinski talked about the number of meetings that took place with the Downtown Business Association and the businesses aren't on-board 100% with the plans but are at a good compromise point.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve Resolution 23-012 to accept the ST-009 plan and advertise for bids. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**



**Project WW-005: MN 23 Lift Station Improvements - Consider Bolton & Menk Proposal for Engineering Services**

The Highway 23 lift station is one of Marshall's main lift stations, and it provides service to over one-third of Marshall. The purpose of our sanitary sewer lift stations is to collect wastewater that flows to the station by gravity and pump the waste to our Wastewater Treatment Facility on the north side of town. This station was constructed in 1993 and included two submersible pumps. In 2003, two more submersible pumps were added due to growth along the Highway 23 corridor and increased flows. All four pumps are at the end of their useful life and must be replaced. The interior of the lift station needs to be recoated to extend its life, and the corroded piping, obsolete VFD pump drives, and the obsolete generator switchgear need to be replaced prior to failure. The design work for this project will proceed on an hourly, not-to-exceed basis in the amount of \$25,000. The Wastewater CIP identifies \$350,000 for renovations at the Highway 23 lift station. Upon project design, City staff will return to the Council seeking authorization to advertise the project for bids.

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

**Instrument Landing System (ILS) Replacement at the Airport - 1) Consider project addition to the Airport CIP; 2) Authorization to request MnDOT Grant Agreement**

MnDOT owns the Instrument Landing System (ILS) at the airport. The ILS is a radio navigation system that provides short-range guidance to aircraft and allow them to approach a runway at night or in poor weather conditions. The ILS system has reached a point where the manufacturer will no longer service and repair equipment, and MnDOT would like to replace our system as soon as they are able. The project requires City participation and we are responsible for civil site work and building costs. MnDOT will cover the cost of the equipment estimated at approximately \$400,000. The City will need to request a Mn/DOT Grant Agreement for the remaining costs, estimated at \$250,000, for civil site work and design work with participation of 70% State (\$175,000) / 30% Local (\$75,000).

Councilmembers discussed how valuable the airport is to the area and the importance of maintaining the equipment and buildings that go along with the airport.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to add the ILS Replacement to the airport CIP. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to authorize staff to request the MnDOT grant agreement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Consider Appointments to Various Boards, Commission, Bureaus, and Authorities**

Mayor Byrnes made the recommendation to appoint the following:

Josh Schafer to the MERIT Center Commission with a term expiring 12/31/25.

Ashley Dwire to the DEI Commission with a term expiring 5/31/25.

Jeff Wenker to the Police Advisory board with a term expiring 5/31/25.

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

**Commission/Board Liaison Reports**

Byrnes	<u>Regional Development Commission</u> : Will be interviewing for a Finance Director and two planners. <u>Fire Relief Assoc.</u> : Held their annual meeting and went over their annual report.
Schafer	No report.
Meister	No report.
Schroeder	<u>EDA</u> : Discussed direction and upcoming projects. <u>Planning Commission</u> : Discussed the Interim Use Permit shown today.
Alcorn	No report.
Moua-Leske	No report.
Lozinski	No report.

**Councilmember Individual Items**

Councilmember Lozinski and Schafer lobbied in St. Paul for Legislative Day to our representatives for Marshall’s local option sales tax. Lozinski met with Rep. Swidzinski and brought up concerns about the homestead credit for Minnesotans.

Councilmember Moua-Leske attended the Cultures on the Prairie at SMSU. The first day of the event was a simulation called “The Killing Fields” that re-enacted Cambodian refugees escaping from war. The second day of the event had speakers and panel discussions.

Mayor Byrnes will be meeting briefly with senators on Friday to talk about the City of Marshall’s request for local option sales tax. Byrnes also mentioned that work groups were to be formed representing various parties in regards to the Rental Ordinance that was proposed last council meeting. Mayor Byrnes wanted to clarify to the public that the city council only appoints a member to the library board and approves a budget amount. Services provided by the library are determined by the joint library board not city council.

**City Administrator**

Doing prep work for the State of the City presentation. Andrew Suby made a donation to the Red Baron Arena and sponsored a free open skate event and it was well attended. Parks & Rec Supervisor and Hanson will be meeting with the pool architects to go over more design plans. Bonding discussions for 2024 are also starting.

**Director of Public Works/City Engineer**

The chloride rebate program will be starting a new advertising campaign soon. The Joint Airport Zoning Board met and discussed a draft ordinance.

Mayor Byrnes brought up the construction and detours that will be taking place on Highway 23 between New London and St. Cloud.

**City Attorney**

Legislature recently passed the Crown Act which is related to discrimination based on certain hair textures and types, Juneteenth is an official state holiday but does not go into effect until August, the Carbon Free by 2040 bill also passed but is anticipated to be challenged by neighboring states.

**Administrative Brief**

There were no questions on the Administrative Brief.

**Information Only**

There were no questions on the Information Only items.

**Upcoming Meetings**

There were no questions on the Upcoming Meetings.

**Adjourn**

At 6:20 PM Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

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Mayor

Attest:

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City Clerk

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	AWARD OF BIDS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project ST-001-2023: Chip Sealing on Various City Streets - Consider Resolution Accepting Bid (Award Contract).

**Background Information:**

Bids were received on February 21, 2023, for the above-referenced project. Four bids were received as shown on the attached resolution awarding contract. 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 below the budgeted amount.

Attached is a map showing the segments proposed for chip seal, and the routes are shown in tabular fashion below. Note that all routes considered for this project are listed, and the routes that do not have a strike-through are the routes that are being proposed for chip seal.

Emphasis is 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.

<b>Proposed Streets</b>	<b>From-To</b>
West Marshall Street	3rd street to 7th Street
<del>South 6th Street</del>	<del>West Main Street to Saratoga Street</del>
South 4th Street	Main Street to West College Drive
West Saratoga	South 4th Street east to bridge
Jewett Street	East Lyon Street to East College Drive
South 1st Street	Greeley Street to George Street
Greeley Street	Saratoga Street to West College Drive
Williams Street	Maple Street to George Street
<del>Baseline Road</del>	<del>Clarice Avenue to Nwakama Drive</del>
Genesis Avenue	Saratoga Street to Scott Street

<b>Proposed Alternate Streets</b>	<b>From-To</b>
<del>Windstar Street</del>	<del>T.H. 59 to East End</del>
Clarice Avenue	Windstar Street to Susan Drive
Clarice Avenue	T.H. 23 to Susan Drive
<del>Boyer Drive</del>	<del>Clarice Avenue east to deadend</del>
Legion Field Road	Kendall Street to T.H. 68
<del>Susan Drive</del>	<del>Clarice Avenue to 400' northeast of T.H. 59</del>
<del>Baseline Road</del>	<del>Susan Drive to Nwakama Street</del>
<del>Nwakama Street</del>	<del>Baseline Road to Clarice Avenue</del>
<del>Margaret Avenue</del>	<del>Boyer Drive to Windstar Street</del>
C Street	East Main Street to Saratoga Street
Windstar Street	Saratoga Street to Scott Street
Scott Street	Genesis Avenue to Windstar Street

<b>Fiscal Impact:</b>	The Street Department budget includes a \$170,000 line item for seal coating city streets in 2023. Staff will work with our contractor to ensure that our project is completed on-budget.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER 23-014, which is the “Resolution Accepting Bid (Award Contract)” for Project ST-001-2023: Bituminous Chip Sealing on Various City Streets to Allied Blacktop Company of Maple Grove, Minnesota, for an amount not-to-exceed the budgeted amount of \$170,000.

**RESOLUTION NUMBER 23-014**

**RESOLUTION ACCEPTING BID (AWARD CONTRACT)**

WHEREAS, pursuant to an advertisement for bids for Project ST-001-2023: Chip Sealing on Various City Streets, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

<b>Bidder</b>	<b>Amount</b>
Allied Blacktop Company Maple Grove, MN	\$225,430.05
Pearson Bros., Inc. Hanover, MN	\$228,754.00
Asphalt Surface Technologies Corp. St. Cloud, MN	\$235,436.56
Asphalt Preservation Company Inc. Detroit Lakes, MN	\$238,339.84

AND WHEREAS, it appears that Allied Blacktop Company of Maple Grove, 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 a contract Allied Blacktop Company of Maple Grove, Minnesota, for an amount not-to-exceed the budgeted amount of \$170,000.00 according to the plans and specifications on file in the Office of the City Clerk.

Passed and adopted by the Council this 28<sup>th</sup> day of February, 2023.

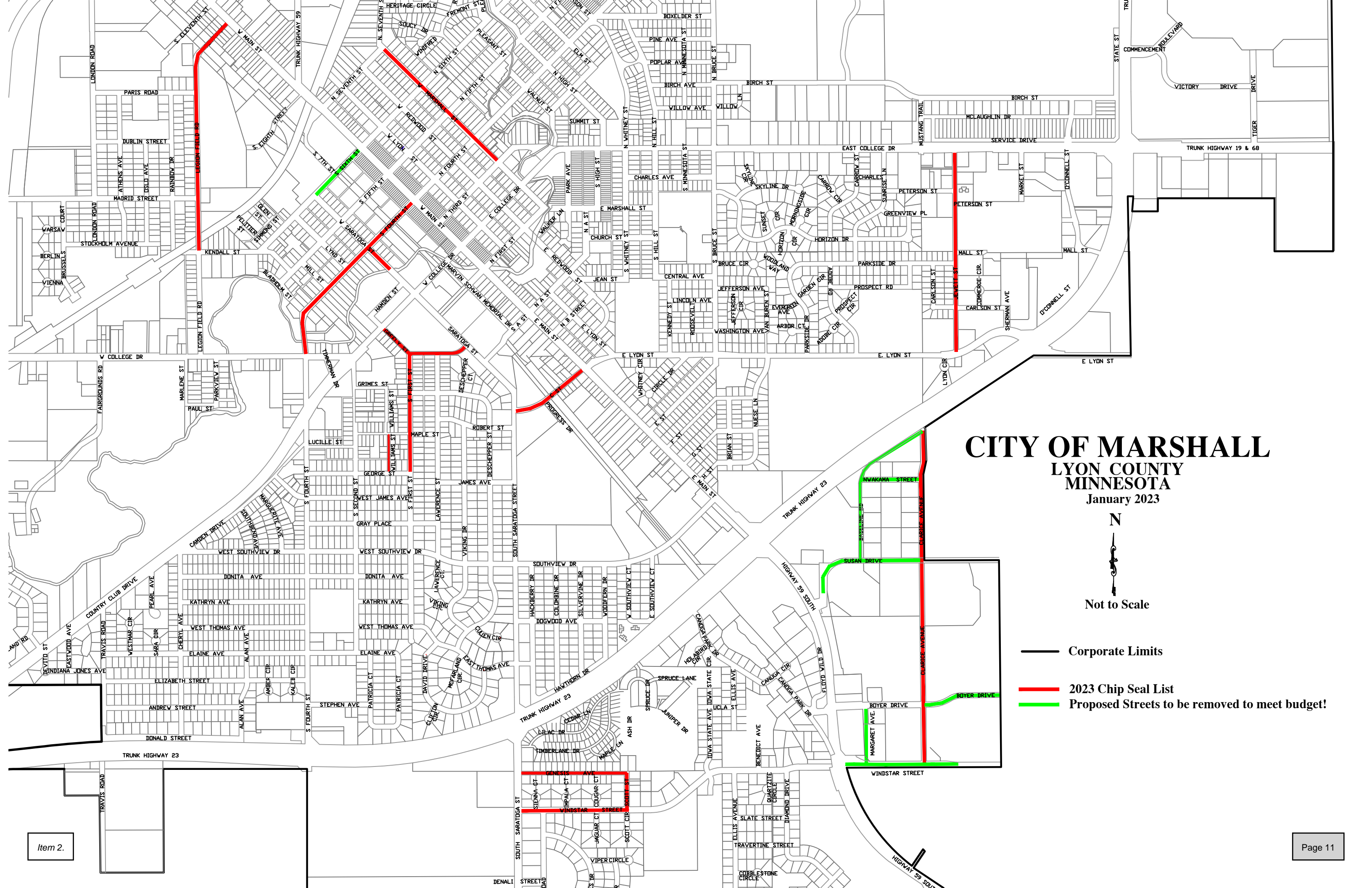
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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








**CITY OF MARSHALL**  
**LYON COUNTY**  
**MINNESOTA**  
 January 2023



Not to Scale

-  Corporate Limits
-  2023 Chip Seal List
-  Proposed Streets to be removed to meet budget!



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jim Marshall
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These vehicles will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That these vehicles be declared as surplus property by the City of Marshall.



22-19462	01 Dodge Grand Caravan	DJV867	2B4GP44341R349611	Abandoned
22-19242	01 Lincoln Town Car	EPK053	1LNHM82W11Y703676	Abandoned
22-18488	98 Ford F150	JWC433	1FTZF1760WNB81862	Abandoned
22-18160	13 Hyundai Elantra	BGDY55	5NPDH4AE0DH350832	Abandoned
22-18413	06 Chevy Impala	NTY529	2G1WT55K369430847	Abandoned

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of Garbage/Refuse Haulers License Renewals
<b>Background Information:</b>	Annual Garbage/Refuse Haulers licenses expire on March 31, 2023. Applications for licenses were received from the following:  Southwest Sanitation Waste Management West Central Sanitation
<b>Fiscal Impact:</b>	\$480
<b>Alternative/ Variations:</b>	None Recommended.
<b>Recommendations:</b>	To approve the 2023-2024 Garbage/Refuse Hauler License Renewals

**City of Marshall, Minnesota**

**Garbage/Refuse Hauler**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Southwest Sanitation**

For an **Garbage/Refuse Hauler License**  
from **April 1, 2023 - March 31, 2024**, 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, **February 28, 2023**

(SEAL)

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**City of Marshall, Minnesota**

**Garbage/Refuse Hauler**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Waste Management**

For an **Garbage/Refuse Hauler License**  
from **April 1, 2023 - March 31, 2024**, 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, **February 28, 2023**

(SEAL)

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**City of Marshall, Minnesota**

**Garbage/Refuse Hauler**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**West Central Sanitation**

For an **Garbage/Refuse Hauler License**  
from **April 1, 2023 - March 31, 2024**, 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, **February 28, 2023**

(SEAL)

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Sec. 50-24. - Hauler's license required.

It is unlawful for any person to haul garbage, other refuse, or recyclable materials for hire without a license therefor from the city, or to haul garbage or other refuse from his own residence or business property other than as excepted in this article. Such licenses shall expire on March 31 of each year. The annual fee for a garbage and refuse hauler's license shall be established by resolution of the city council.

(Code 1976, § 6.31(2), (3); Ord. No. 554 2nd series, 7-5-2006)

**Cross reference**— Business licenses, § 22-21 et seq.

**State Law reference**— Licensing of solid waste collection, Minn. Stat. § 115A.93.

Sec. 50-25. - Licensee requirements.

- (a) Hauler licenses shall be granted only upon the condition that the licensee have tight packer-type vehicles for garbage and other refuse and vehicles with leakproof bodies for recyclable materials in good condition to prevent loss in transit of liquid or solid cargo; that the vehicle be kept clean and as free from offensive odors as possible and not allowed to stand in any street longer than reasonably necessary to collect garbage, refuse, or recyclable materials; and that the vehicle is dumped or unloaded only at the designated sanitary landfill, or recycling center and strictly in accordance with regulations relating thereto.
- (b) Every vehicle used to collect garbage, refuse, or recyclable shall have the name of the owner or operator and the city license number under which it is being operated on the body of the vehicle, or on a durable metal or wood plaque which shall be fastened to the body, at all times when the vehicle is used for collecting garbage, refuse, or recyclable.
- (c) All licensed haulers shall provide to the city at the city's request, a list of all names and addresses of all their customers within the city.
- (d) All licensed haulers must have a license to haul garbage within the county.

(Code 1976, § 6.31(5); Ord. No. 554 2nd series, 7-5-2006; Ord. No. 723 2nd Series, § 1, 8-8-2017)

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the 2023-2024 Township Fire Service Agreement Rates.
<b>Background Information:</b>	<p>Township Fire Service Agreements are reviewed annually. The formula creates fees for fire protection based on operation costs, population, market value, and sections served while still implementing a phase in period to bring township fees to the desired level. This can create different section rates for each township but will better reflect the services being provided based off the above-mentioned factors.</p> <p>After approval of the new rates each Township Board will be notified and provided a contract for Fire Protection Services with the City of Marshall. Township approved contracts will be brought back before the City Council for final approval.</p>
<b>Fiscal Impact:</b>	\$
<b>Alternative/Variations:</b>	None Recommended.
<b>Recommendations:</b>	To approve the 2023-2024 Township Fire Contract Rates.

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# FIRE SERVICES AGREEMENT

May 1, 2023 - April 30, 2024

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THIS FIRE SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 1<sup>st</sup> day of May 2023 by and between the City of Marshall (“**City**”), a Minnesota municipal corporation, and \_\_\_\_\_ Township (“**Township**”), a Minnesota public corporation. City and Township may hereinafter be referred to individually as a “party” or collectively as the “parties.”

## RECITALS

- A. The City has established the Marshall Fire Department (“**Fire Department**”) and is willing to provide fire services (“**Fire Services**”) to Township in accordance with the terms and conditions of this Agreement.
- B. For the purposes of this Agreement, the Fire Services provided by the Fire Department include the deployment of firefighting personnel and equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life or property in an area threatened by fire. The term also includes the deployment of firefighting personnel and equipment to provide fire suppression, rescue, extrication, and other services related to fire and rescue as may occasionally occur. All such services are of the type provided by the Fire Department within the City.
- C. Township desires to purchase Fire Services from the City in accordance with the terms and conditions of this Agreement.

## AGREEMENT

In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. Services. Township agrees to purchase from City, and City agrees to provide Township, Fire Services within Township’s service territory as described or depicted in the attached Exhibit A (“**Service Territory**”).
- 2. Compensation. Township shall pay City \$\_\_\_\_\_ (which is \$\_\_\_\_\_ per section) (“**Payment Amount**”) on or before May 1, 2023 for the Fire Services provided under this Agreement. The Payment Amount is based on the formula calculation for this time period as summarized in the attached Exhibit B. Successive years under the formula shown in Exhibit B are for estimation purposes only and are subject to change.
- 3. Service Charge.
  - (a) The parties agree City may charge those receiving Fire Services within Township the service fees and charges identified in the attached Exhibit C (collectively, the “**Service**”



**Charge**”). City shall be responsible for directly billing and collecting the Service Charge from the recipients of the Fire Services. Township delegates to City such authority as may be needed for City to impose and collect the Service Charge from those receiving Fire Services within Township. If the party receiving Fire Services did not request the services, but a fire or other situation existed which the City determined necessitated the provision of Fire Services, the party will be charged and billed for the applicable Service Charge. City will bill all recipients of Fire Services in Township regardless of whether such services are covered by the party’s insurance. Any portion of the Service Charge billed that is not covered by a party’s insurance remains a debt of the party receiving the Fire Services.

- (b) The Service Charge billed by City is due and payable within 30 days of the date of the invoice. If the Service Charge is not paid by that time, it becomes delinquent and City will send notice of delinquency and charge a 1.5% administrative penalty on the unpaid balance.
- (c) If any portion of the Service Charge remains unpaid 30 days after sending the notice of delinquency, City will use all practical and reasonable legal means to collect the Service Charge. The party subject to the Service Charge receiving Fire Services shall be liable for all collection costs incurred by the City including, but not limited to, reasonable attorney fees and court costs.
- (d) The City may certify any unpaid Service Charge to the County Auditor for collection on the recipient’s property taxes as provided in law. The County Auditor is responsible for remitting to the City all charges collected from such certified amounts, together with any applicable penalties and interest.

- 4. Allocation of Resources. The parties understand the Fire Department officer in charge of the particular emergency scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate and reallocate the Fire Department’s personnel and equipment under the circumstances of a given situation. It is further understood City has entered into, and will from time to time enter into, similar arrangements with other townships and municipalities within the area and that calls will generally be responded to in order in which they are received by the City. Failure to provide Fire Services because resources are already deployed, poor weather conditions, or other conditions beyond the control of City shall not be deemed a breach of this Agreement.
- 5. No Guarantee. The parties understand and agree City will endeavor to reasonably provide Fire Services given the circumstances, but City makes no guarantees that the Fire Services it provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this Agreement or for recalling assistance.
- 6. Term. The term of this Agreement is from May 1, 2023 through April 30, 2024, unless terminated earlier as provided herein.
- 7. Ownership. City owns the buildings and equipment associated with the Fire Department and the amounts paid by Township under this Agreement do not give rise to any ownership interest

in, or responsibility toward, those items of City property.

8. City's Responsibilities. In addition to any other obligations described herein, City agrees to:

- (a) Maintain equipment, personnel and related training and certifications to provide Fire Services within the Service Territory; and
- (b) Authorize and direct the Fire Department to provide the Fire Services described herein within the Service Territory when dispatched to provide such services.

9. Township's Responsibilities. In addition to any other obligations described herein, Township shall:

- (a) Pay City the Payment Amount as indicated above for the term of this Agreement by or before the date indicated herein; and
- (b) It is understood and agreed Township shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Township has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the Fire Services described herein.

10. Insurance Requirements. City shall maintain general liability insurance related to the Fire Services provided under this Agreement. City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall also maintain workers' compensation coverage as required by law.

11. Indemnification. City agrees to defend and indemnify Township against any claims brought or actions filed against Township or any officer, employee, or volunteer of Township for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this Agreement for Fire Services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Township and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Township for claims arising out of the performance of this Agreement subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
13. Modification. This writing, including the recitals and exhibits which are incorporated in and made part of this Agreement, contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Agreement are valid unless reduced to writing, signed by both City and Township, and attached hereto.
14. Subcontracting & Assignment. City shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as City remains primarily responsible for providing Fire Services within the Service Territory.
15. Termination. If Township fails to pay City the Payment Amount as provide herein, City may terminate this Agreement 60 days after providing Township a written notice of termination.
16. Service Contract. This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
17. Minnesota Law Governs. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in Lyon County, Minnesota.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

**City of Marshall**

By \_\_\_\_\_.  
Mayor of Marshall

By \_\_\_\_\_.  
City Administrator

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_ Township

By \_\_\_\_\_  
Chairperson

Attest: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date of Signing

**EXHIBIT A**  
Township Service Territory

**EXHIBIT B**  
Fire Service Fee Summary

[attached hereto]

**EXHIBIT C**  
**Fees and Charges**

Fee Description	Fee in dollars (\$)
Fire/rescue call	1000.00
After 5 hours, incident billing will follow the Southwest/West Central fire department association mutual aid agreement.	
Hazardous material trailer	750.00 plus cost of supplies and materials used.
Pumping fuel or gas (if tank compromised or immediate danger to life or environment)	1.00 per gallon in and out (48 hours to pick up) If not picked up in 48 hours, owner will be assessed cost of removal by the hazardous waste contactor.
Fire calls caused by negligence billed on the following cost of equipment and personnel:	
<u>Equipment</u>	
Rescue Truck	125.00 per hour
1500 GPM Engine	295.00 per hour
1000 GPM Engine	200.00 per hour
Ladder truck	750.00 for initial first hour, 250.00 per hour thereafter
Tanker	160.00 per hour
Grass rig	125.00 per hour
Hazardous material (Haz-Mat) trailer	125.00 per hour
Water auger with engine or tanker	150.00 per hour
UTV	85.00 per hour
Mileage to organizations outside the Southwest/West Central fire department Mutual aid agreement.	1.75 per mile
Any tools/equipment damaged/destroyed due to the call for service will be assessed at the actual cost to the owner or responsible party of the call for service.	
<u>Supplies</u>	
AFFF Foam	150.00 per pail or higher based on market price
AR-AFFF Foam	200.00 per pail or higher based on market price
Floor dry	15.00 per bag
55 gallon steel drum with lid (fuel removal)	135.00 per barrel
8" x 10 ft. absorbent boom	145.00 per boom
4'X8' Plywood	\$25.00 per sheet
<u>Other</u>	
Natural gas hits	750.00 per call
Automatic fire alarm activation	750.00 (3 <sup>rd</sup> call and after within a 72 hour period OR 3 business days, until functional)
Education trailer (upon request and subject to availability of resources).	150.00 per day to all departments Mileage will be charges to organizations outside the Lyon County Mutual Aid area at a fee of 1.75 per mile
Fire Chiefs call for service (officer's pages)	100.00 per hour
Personnel	25.00 per firefighter / per hour

1. The term "negligence" is defined as disregard or failure to reasonably have taken actions or care that would have pre-empted the hazardous situation that required emergency fire and rescue response.

**EXHIBIT B**  
**City of Marshall, Minnesota**  
**Fire Service Fee Summary**

<b>TABLE 1. PAYMENT DATA &amp; COST ALLOCATION.</b>							
<b>Governmental Entity</b>	<b>Population</b>	<b>Population Percentage Served</b>	<b>Total Market Value</b>	<b>Total Market Value Percentage Served</b>	<b>Sections Served</b>	<b>Total Sections</b>	<b>Percentage of Section Served</b>
City of Marshall	13,618	13,618	\$ 1,587,343,474	\$ 1,587,343,474	n/a	n/a	100%
Clifton Township	264	176	\$ 212,957,560	\$ 141,971,707	24.00	36.00	67%
Fairview Township	371	250	\$ 229,317,849	\$ 154,775,995	22.84	33.84	67%
Lake Marshall Township	553	553	\$ 184,422,108	\$ 184,422,108	28.54	28.54	100%
Lynd Township	411	145	\$ 202,851,594	\$ 71,594,680	12.00	34.00	35%
Sodus Township	260	202	\$ 171,205,972	\$ 133,160,200	28.00	36.00	78%
Stanley Township	192	96	\$ 198,595,993	\$ 99,297,997	18.00	36.00	50%
Townships	2,051	1,423	\$ 1,199,351,076	\$ 785,222,687	133	204	66%
Total Marshall and To	15,669	15,041	\$ 2,786,694,550	\$ 2,372,566,161	n/a	n/a	n/a
<b>Population</b>	Obtained from the Minnesota State Demographer's Office (Townships & City April, 2021).						
<b>Population Percentage Served</b>	Population multiplied by Percentage of Sections Served.						
<b>Total Market Value</b>	Total of taxable and non-taxable market value.						
<b>Total Market Value Percentage Served</b>	Total market value multiplied by Percentage of Sections Served.						
<b>Sections Served</b>	Sections served of the service area						
<b>Total Sections Served</b>	Total sections of the service area.						
<b>Percentage of Sections Served</b>	Sections served divided by the total number of sections.						

<b>TABLE 2. FIRE DEPARTMENT OPERATIONAL COST (based on 2021 Audit).</b>	
<b>Description</b>	<b>Dollars (\$)</b>
Operating Expense	\$ 680,918.00
Depreciation (eq. & bl)	\$ 192,428.00
sub-total	\$ 873,346.00
less 2% fire aid	\$ 136,119.00
<b>TOTAL</b>	<b>\$ 737,227.00</b>

<b>TABLE 3. FIRE SERVICE CALL SUMMARY (ACCIDENTS &amp; FIRE CALLS).</b>				
<b>Governmental Entity</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>AVERAGE 3-YR</b>
City of Marshall	106	129	109	114.7
Clifton Township	5	2	4	3.7
Fairview Township	6	3	13	7.3
Lake Marshall Township				
Township	9	9	8	8.7
Lynd Township	7	9	7	7.7
Sodus Township	3	3	3	3.0
Stanley Township	3	0	1	1.3
Sub-total Townships	33	26	36	31.7
<b>Total</b>	<b>139</b>	<b>155</b>	<b>145</b>	<b>146.3</b>

<b>TABLE 4. FEE FORMULA CALCULATION.</b>							
<b>Governmental Entity</b>	<b>S</b>	<b>% of total column "S"</b>	<b>C</b>	<b>U</b>	<b>V</b>	<b>P</b>	
City of Marshall	579,472.90	78.6%	\$ 737,227	78.4%	66.9%	90.5%	
Clifton Township	23,738.08	3.2%	\$ 737,227	2.5%	6.0%	1.2%	
Fairview Township	32,437.49	4.4%	\$ 737,227	5.0%	6.5%	1.7%	
Lake Marshall Township							
Township	42,691.23	5.8%	\$ 737,227	5.9%	7.8%	3.7%	
Lynd Township	22,660.46	3.1%	\$ 737,227	5.2%	3.0%	1.0%	
Sodus Township	22,134.29	3.0%	\$ 737,227	2.1%	5.6%	1.3%	
Stanley Township	14,092.56	1.9%	\$ 737,227	0.9%	4.2%	0.6%	
<b>Total</b>	<b>737,227.00</b>	<b>100.0%</b>	<b>N/A</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	
Townships "S"	157,754.10	21.4%	\$ 737,227	21.6%	33.1%	9.5%	
Township Section Rate (\$ / total # of sections)	\$ 1,183						

S= Cost of fire protection for one year charged to the recipient of services.  $S = ((C) * ((U\% + V\% + P\%)/3))$

C = Actual expenses for operation of the fire dept. for the last audited financial year including monies contributed to the fire relief association and depreciation expense but excluding the 2% state aid.

U = Percent of fire department use by recipient of the service averaged over the last 3-years.

V = Percent of market value of taxable and non-taxable structures in the jurisdiction.

P = Percent of population in a recipient's jurisdiction.



**TABLE 5. COMPARISON TO RECENT FEES FOR SERVICE (May 1-April 30)**

Governmental Entity	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Proposed Formula (\$) 100% calculation
Clifton Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 989.09	\$ 989.09	\$ 989.09	\$ 989.09	\$ 989.09	\$ 23,738.08
Fairview Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 32,437.49
Lake Marshall Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 42,691.23
Lynd Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 1,182.74	\$ 22,660.46
Sodus Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 22,134.29
Stanley Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 14,092.56
Total												\$ 157,754.10

**TABLE 6. SUMMARY OF ANNUAL PER TOWNSHIP PROPOSED PHASE-IN FEES (based on current year formula figures).**

Governmental Entity	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Clifton Township	\$ 10,731.29	\$ 12,340.99	\$ 14,192.14	\$ 16,320.96	\$ 18,769.10	\$ 21,584.47	\$ 23,738.08	\$ 23,738.08	\$ 23,738.08	\$ 23,738.08	\$ 23,738.08
Fairview Township	\$ 10,212.61	\$ 11,744.51	\$ 13,506.18	\$ 15,532.11	\$ 17,861.93	\$ 20,541.22	\$ 23,622.40	\$ 27,165.76	\$ 31,240.62	\$ 32,437.49	\$ 32,437.49
Lake Marshall Township	\$ 12,761.30	\$ 14,675.49	\$ 16,876.82	\$ 19,408.34	\$ 22,319.59	\$ 25,667.53	\$ 29,517.66	\$ 33,945.30	\$ 39,037.10	\$ 42,691.23	\$ 42,691.23
Lynd Township	\$ 5,365.65	\$ 6,170.49	\$ 7,096.07	\$ 8,160.48	\$ 9,384.55	\$ 10,792.23	\$ 12,411.07	\$ 14,272.73	\$ 16,413.64	\$ 18,875.68	\$ 21,707.03
Sodus Township	\$ 12,519.84	\$ 14,397.82	\$ 16,557.49	\$ 19,041.12	\$ 21,897.28	\$ 22,134.29	\$ 22,134.29	\$ 22,134.29	\$ 22,134.29	\$ 22,134.29	\$ 22,134.29
Stanley Township	\$ 8,048.47	\$ 9,255.74	\$ 10,644.10	\$ 12,240.72	\$ 14,076.83	\$ 14,092.56	\$ 14,092.56	\$ 14,092.56	\$ 14,092.56	\$ 14,092.56	\$ 14,092.56
Total	\$ 59,639.17	\$ 68,585.04	\$ 78,872.80	\$ 90,703.72	\$ 104,309.27	\$ 114,812.28	\$ 125,516.04	\$ 135,348.71	\$ 146,656.28	\$ 153,969.32	\$ 156,800.67

2015-Current Max Increase Per Year from for Table 6. (ex:115% = 15% increase)

115.0%

**TABLE 7. SUMMARY OF PER TOWNSHIP PROPOSED PHASE-IN SECTION RATE (based on current year formula) (May 1-April 30).**

Governmental Entity	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Clifton Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 989.09	\$ 989.09	\$ 989.09	\$ 989.09	\$ 989.09
Fairview Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,420.21	\$ 1,420.21
Lake Marshall Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,495.84	\$ 1,495.84
Lynd Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,572.97	\$ 1,808.92
Sodus Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51	\$ 790.51
Stanley Township	\$ 447.14	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92	\$ 782.92

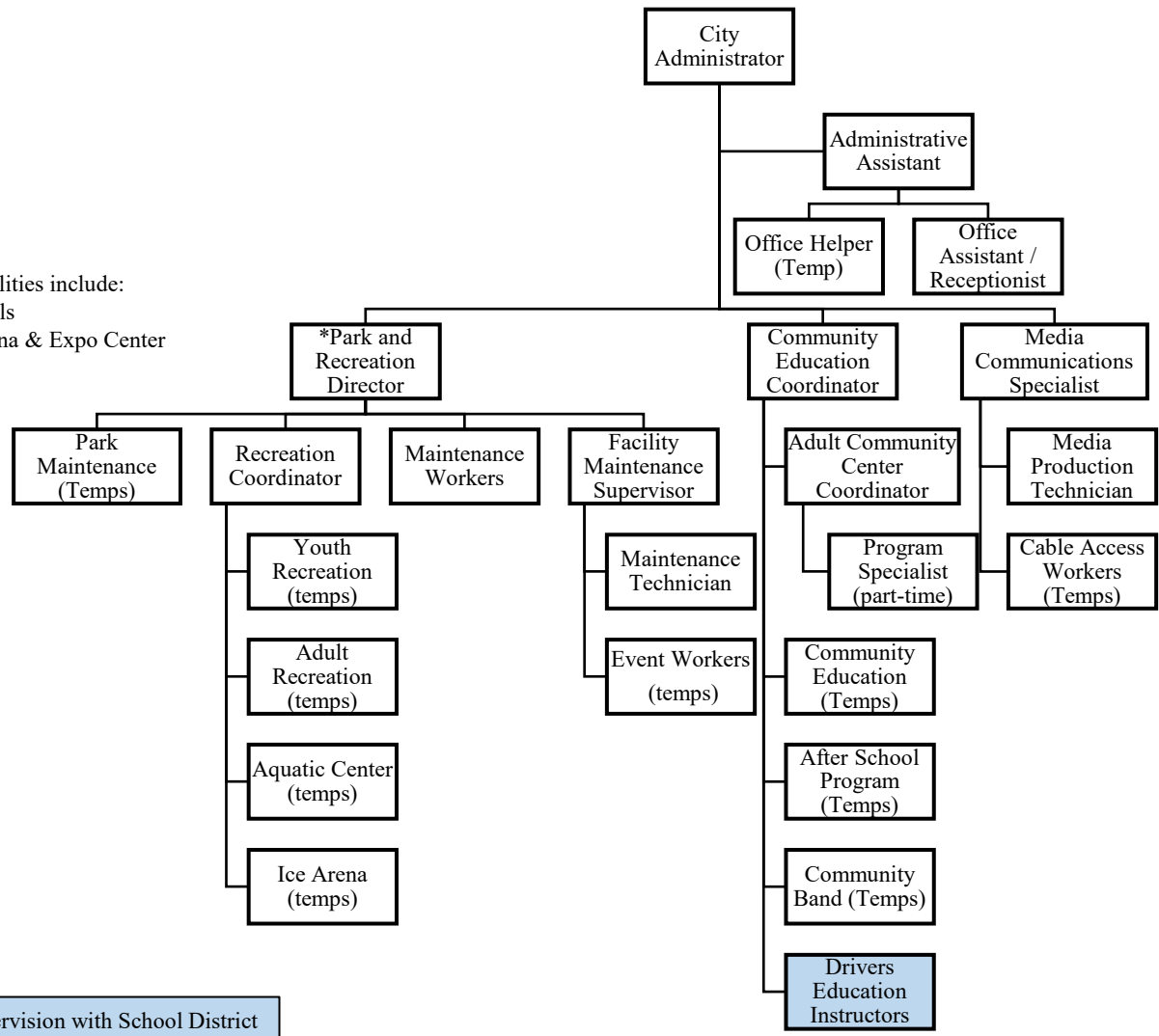
**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Sharon Hanson and Sheila Dubs																											
<b>Meeting Date:</b>	Tuesday, February 28, 2023																											
<b>Category:</b>	CONSENT AGENDA																											
<b>Type:</b>	ACTION																											
<b>Subject:</b>	Consider approval of an amendment to the Community Services organizational structure																											
<b>Background Information:</b>	<p>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.</p> <p>The Personnel Committee met to review this proposal and has unanimously recommended approval for staff to bring the item to the Council.</p> <p>A proposed organizational chart is attached.</p> <p>Office Assistant Receptionist wage schedule:</p> <table border="1"> <thead> <tr> <th>Step A</th> <th>Step B</th> <th>Step C</th> <th>Step D</th> <th>Step E</th> <th>Step F</th> <th>Step G</th> <th>Step H</th> <th>Step I</th> <th>Step J</th> </tr> </thead> <tbody> <tr> <td>20.16</td> <td>20.83</td> <td>21.50</td> <td>22.16</td> <td>22.81</td> <td>23.49</td> <td>24.32</td> <td>25.15</td> <td>25.98</td> <td>26.81</td> </tr> </tbody> </table> <p>Temporary Office Helper (Office Assistant) wage schedule:</p> <table border="1"> <tbody> <tr> <td>12.50</td> <td>13.00</td> <td>14.00</td> <td>15.00</td> <td>16.00</td> <td>17.00</td> <td>18.00</td> </tr> </tbody> </table>	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	20.16	20.83	21.50	22.16	22.81	23.49	24.32	25.15	25.98	26.81	12.50	13.00	14.00	15.00	16.00	17.00	18.00
Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J																			
20.16	20.83	21.50	22.16	22.81	23.49	24.32	25.15	25.98	26.81																			
12.50	13.00	14.00	15.00	16.00	17.00	18.00																						
<b>Fiscal Impact:</b>																												
<b>Alternative/ Variations:</b>	Decline approval and maintain existing department structure.																											
<b>Recommendations:</b>	That the Council approve the amended Community Services organizational structure.																											

# Organization Chart—COMMUNITY SERVICES

Current

\*Responsible Facilities include:  
 City Parks/Trails  
 Red Baron Arena & Expo Center  
 Aquatic Center

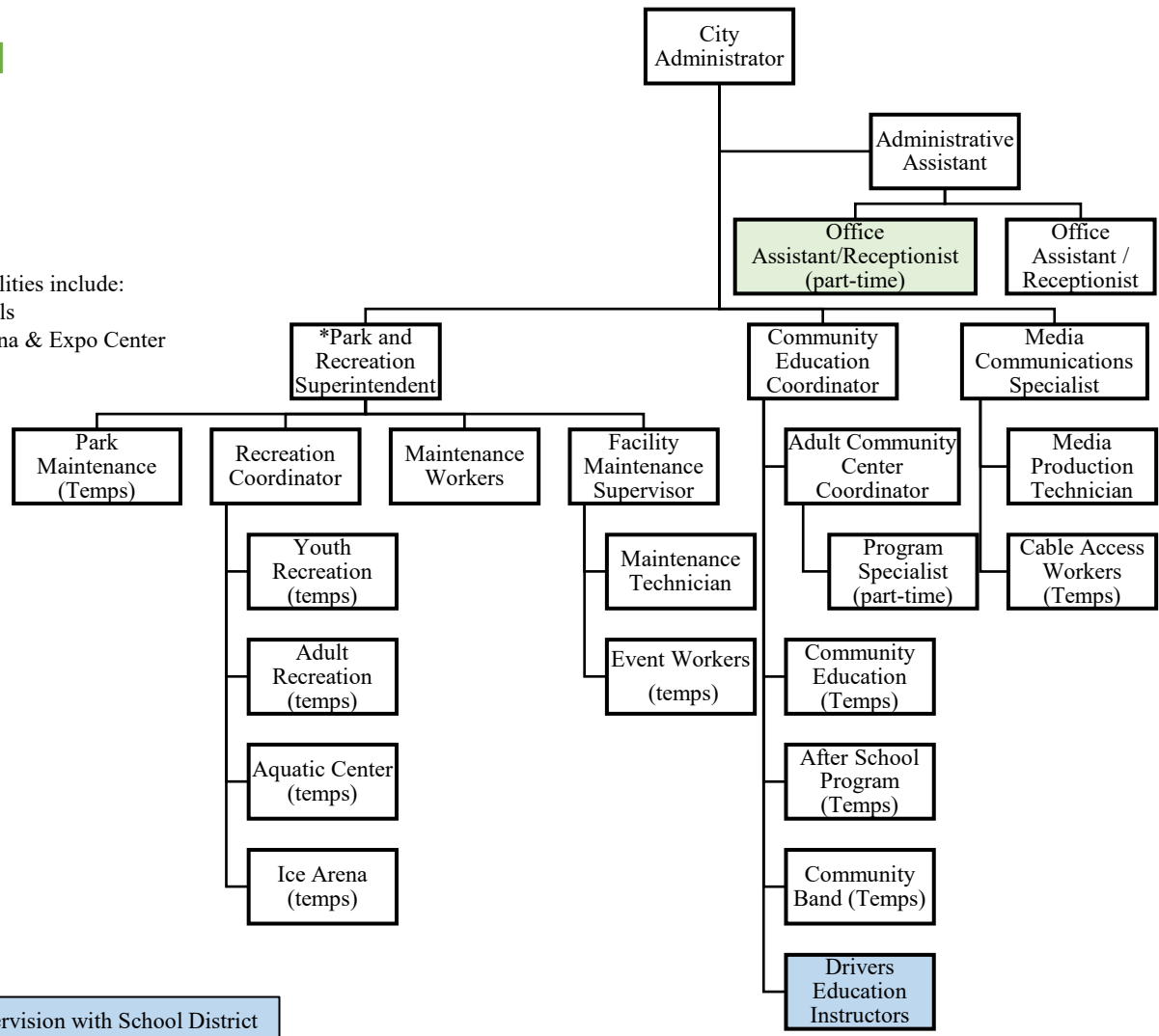


Item 6. denotes shared supervision with School District

# Organization Chart—COMMUNITY SERVICES

Proposed

\*Responsible Facilities include:  
 City Parks/Trails  
 Red Baron Arena & Expo Center  
 Aquatic Center



Item 6. denotes shared supervision with School District

<b>Presenter:</b>	Sharon Hanson and Sheila Dubs																																								
<b>Meeting Date:</b>	Tuesday, February 28, 2023																																								
<b>Category:</b>	CONSENT AGENDA																																								
<b>Type:</b>	ACTION																																								
<b>Subject:</b>	Consider approval of an amended wage schedule																																								
<b>Background Information:</b>	<p>At the December 13, 2022 City Council meeting, the Council approved a reorganization of the Community Services Division. At that time, it was intended to allow for the job descriptions of the Community Education Coordinator and Parks Superintendent to support the new organizational structure.</p> <p>The job descriptions for both of these positions have been updated and reviewed by Gallagher, our classification and compensation Consultant. Both positions have gained additional duties and supervisory responsibilities under the new structure. The recommended changes are:</p> <p>Current title: Parks Superintendent  Recommended title: Parks and Recreation Superintendent  Current DBM rating: C44  Recommended DBM rating: C52  FLSA status: no change (position is exempt—not eligible for overtime)  Current step schedule:</p> <table border="1"> <tr> <td>40.69</td><td>42.03</td><td>43.38</td><td>44.71</td><td>46.06</td><td>47.40</td><td>49.08</td><td>50.77</td><td>52.44</td><td>54.12</td> </tr> </table> <p>Recommended step schedule:</p> <table border="1"> <tr> <td>43.42</td><td>44.85</td><td>46.29</td><td>47.72</td><td>49.16</td><td>50.58</td><td>52.39</td><td>54.17</td><td>55.96</td><td>57.75</td> </tr> </table> <p>Current title: Community Education Coordinator  Recommended title: No change  Current DBM rating: B23  Recommended DBM rating: C41  FLSA status: from non-exempt to exempt (not eligible for overtime)  Current step schedule:</p> <table border="1"> <tr> <td>27.48</td><td>28.39</td><td>29.30</td><td>30.21</td><td>31.11</td><td>32.02</td><td>33.16</td><td>34.29</td><td>35.42</td><td>36.55</td> </tr> </table> <p>Recommended step schedule:</p> <table border="1"> <tr> <td>34.77</td><td>35.92</td><td>37.07</td><td>38.22</td><td>39.37</td><td>40.51</td><td>41.95</td><td>43.38</td><td>44.82</td><td>46.25</td> </tr> </table> <p>In accordance with the Council’s approval on December 13, 2022, these changes will be retroactive to 01/01/2023.</p> <p>The Personnel Committee met to review this proposal and has unanimously recommended approval for staff to bring the item to the Council.</p>	40.69	42.03	43.38	44.71	46.06	47.40	49.08	50.77	52.44	54.12	43.42	44.85	46.29	47.72	49.16	50.58	52.39	54.17	55.96	57.75	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55	34.77	35.92	37.07	38.22	39.37	40.51	41.95	43.38	44.82	46.25
40.69	42.03	43.38	44.71	46.06	47.40	49.08	50.77	52.44	54.12																																
43.42	44.85	46.29	47.72	49.16	50.58	52.39	54.17	55.96	57.75																																
27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55																																
34.77	35.92	37.07	38.22	39.37	40.51	41.95	43.38	44.82	46.25																																
<b>Fiscal Impact:</b>																																									

<b>Alternative/ Variations:</b>	Decline approval and redirect staff to amend the job descriptions.
<b>Recommendations:</b>	That the Council approve the amended wage schedule.

## CITY OF MARSHALL Job Description

POSITION TITLE: Parks and Recreation Superintendent	DATE: February 2023
DIVISION: Community Services	FLSA STATUS: Exempt
ACCOUNTABLE TO: City Administrator	UNION STATUS: NA
	DBM: C52

### SUMMARY OF POSITION

Provide leadership, direction, and general administrative oversight to the Parks and Recreation Department and employees responsible for the development, maintenance and operation of the City parks system grounds and structures, preservation of open spaces and scenic environments and the provision of leisure activities and services to citizens of all ages. Work involves community engagement and public involvement with elected officials, other policy makers, and citizens.

Facilities of responsibility include: City parks/operations, parks facilities and recreational areas, trails, various City landscaped facilities, an outdoor three-pool aquatic center, the Red Baron Arena & Expo Center, Marshall-Lyon County Library, Tall Grass Liquor, Fire Department, athletic fields, performance ball fields, tennis courts, softball complexes, flower/landscaped gardens, outdoor skating rink, sliding hill and ponds, and other areas as designated or assigned.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Under the direction of the City Administrator, oversee the management of the day-to-day administration of the Department, including budget, capital projects, on-going maintenance, recreation, stewardship and development of assets, personnel, and customer service activities.
2. Coordinate planning for the improvement, the design, and the modernization of the facilities. Work with advisory boards, elected officials and other agencies to develop master plans and long-range plans for the acquisition, development, and maintenance of City parks and recreational facilities. Facilitate and promote ongoing research into new approaches and trends and recommends implementation of programs to assist elected officials and their community plan for the future.
3. Receive and respond to requests for service, public inquiries, or concerns regarding park and recreation facilities and programs and resolve/respond as appropriate.
4. Coordinate and manage the maintenance of the park system and the recreation facilities for the City of Marshall. Establish maintenance standards; hire, train, and supervise park and recreation maintenance personnel. Perform scheduling of maintenance and repair activities in the overall maintenance of parks and arena facilities (e.g., shelters, restroom facilities, picnic tables and other park amenities); this includes the inspection of City owned playgrounds and adjoining equipment, turf maintenance, landscaping, tree trimming, removal of trees, mowing, weed spraying, installation and repair of irrigation systems, tree plantings/removal and maintenance, pond aeration systems, snow plowing, sidewalks, trails, and parking lots; plumbing, electrical work, painting, carpentry, and other general maintenance duties on public buildings and facilities, as needed and/or permitted.
5. Follow applicable safety policies/practices; ensure department personnel are properly trained and adhere to safety policies; monitor the safe and efficient use/operation of all vehicles, tools, and heavy and light equipment; and monitor the safe handling and storage of chemicals.
6. Skillfully operate and supervise the operation of a variety of heavy equipment and a variety of hand/power tools, such as: light snowplowing equipment, tractors, gator, loaders, trucks (i.e., water truck, boom truck, dump truck), skidloaders, ice-resurfacing equipment (e.g., Zamboni). Skillfully operate and supervise the operation of grounds keeping and lawn/turf maintenance equipment, such as: weed eaters, chainsaws, tree trimmers, and weed spraying equipment. Ensure light equipment maintenance and repairs, as needed.
7. Supervise the daily repair, maintenance, and chemical testing, for an outdoor three-pool aquatic center. This includes but is not limited to inspection, maintenance, and repair of: pool vacuum systems, pool mechanical equipment (e.g., pumps, boilers, etc.), bathhouse/concession facilities, ladders, hand rails, diving boards, lifeguard chairs, slides, perimeter fencing, etc.
8. Perform light electrical and plumbing maintenance within the parks, arena/expo facilities, or at the aquatic center, as needed and permitted.
9. Perform administrative duties, including but not limited to: preparation of annual budget documents, monitor and manage department budget, assist in development of the 5-year Capital Improvement Plan, review and approval of timesheets/leave requests, development of minimum specifications for new and/or replacement equipment and vehicles, purchase of equipment/materials, monitor inventory, process purchase requisitions, and code invoices/bills for payment.
10. Lead and effectively communicate with certified operators and/or non-certified personnel on the trailering, loading/unloading, set-up, dismantling, and efficient leveling of the community stage.
11. In cooperation with the Public Ways Superintendent, provide a coordinated response for snow removal, weather emergency, and community/special events (e.g., road detours/signage, expositions, arena events, etc.), as directed.

12. Assist Public Works and Community Services staff in identifying, selecting and submitting relevant grant applications to assist in funding projects that improve the quality of life in Marshall.
13. Responsible for the facilitation of concessions for community events and youth/adult league tournaments hosted at various City locations through the utilization of the City owned concessions trailer.
14. Responsible for maintaining an accurate and sustainable 10-year tree management plan for the City of Marshall.
15. Operate a variety of motor vehicles to assist in carrying out the business of the department and the City.
16. Respond to department emergencies, as needed.
17. Attendance is an essential function of this position. Flexible hours are required, to include: days, nights, weekends, and holidays.
18. Perform other duties as assigned.

*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.*

### **MINIMUM QUALIFICATIONS**

- A. Bachelor's degree in parks and recreation, public administration, program management or a related field, or the equivalent of five years' progressively responsible experience in parks and recreation administration, including three years in a senior management position.
- B. Valid Minnesota Class B CDL License with endorsement for airbrakes, or attainment within six (6) months of hire.
- C. Three (3) years supervisory experience.
- D. Valid Pesticide Applicator (Category E Turf and Ornamental) licensure within one year of employment.
- E. Valid Minnesota Special Engineer Boiler license (minimum equivalent or higher) within six-months of employment.
- F. Valid Certified Pool Operator's licensure.
- G. Stageline Mobile Stage Operator Certification, as directed. Certification training will be required and provided for selected personnel.
- H. Must reside within a 30-minute response/travel time while obeying all traffic laws and speed limits to the Marshall Parks Maintenance Facility located at 400 West College Drive.

### **DESIRABLE QUALIFICATIONS**

- A. Three (3) years' experience with mechanical and chemical operations of a multi-pool facility; or equivalent combinations of related experience and education.
- B. Emerald Ash Borer First Detector Training from the MN Department of Agriculture.
- C. Minnesota Tree Inspector Certification.
- D. Certified Playground Safety Inspector (CSPI)

### **ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES**

- Knowledge of the materials, methods, techniques, tools, and equipment used in repairing and maintaining parks, trails, performance ball fields, outdoor public pool facilities, and the arena/expo facility.
- Knowledge of safety practices necessary to operate equipment, use chemicals, and to perform a variety of jobs safely.
- Knowledge and technical expertise in conducting testing and chemical management of the aquatic center facilities to include: PH and chlorine testing; earth and sand filtering systems and maintenance; caustic soda, stratanatrols, and chlorine systems; chlorine tank changeover, safety, and maintenance, etc.
- Knowledge of the practices and procedures involved in preparing recreational facilities and athletic fields for various team sports and exposition events.
- Knowledge of plants, shrubs, and trees to include their care and diseases which affect them.
- Skill in operating the types of equipment and tools utilized by the department.
- Principles and practice of general business management and of municipal parks and recreation administration processes and management. – Parks and Recreation Department work and operations, stewardship and maintenance of park lands, facilities, and community infrastructure.
- Ability to plan, organize, supervise, and coordinate the work of several work crews working on a variety of maintenance activities.
- Ability to make decisions on new problems as they arise and use tact and resourcefulness in solving new problems.
- Ability to establish and maintain effective working relationships with employees, other governmental entities and the general public.
- Ability to communicate professionally and effectively, rendering prompt and courteous service, both orally and in writing.
- Ability to read and comply with City and departmental policies and procedures.



- Ability to use safe working practices and recognize hazards or unsafe conditions in daily work.
- Budget management skills.

### **SUPERVISION EXERCISED**

This position is responsible to supervise and evaluate the performance of Recreation Coordinator, Facility Maintenance Supervisor, Maintenance Workers, Senior Maintenance Workers, Arena/Expo Building Maintenance Workers, as well as temporary and seasonal maintenance employees.

### **SUPERVISION RECEIVED**

General supervision by the City Administrator

### **PUBLIC CONTACTS**

Establish and maintain cooperative and effective working relationships with citizens and stakeholders, both internal and external. Frequent contact with Public Works and Community Services division employees in the coordination of personnel, scheduling and sharing of equipment; frequent contact with the Marshall Convention and Visitor's Bureau Director related to arena and expo center events; occasional contact with the City Finance office, SMSU, Marshall Public Schools, local sports associations, MMU, area contractors, nurseries, a variety of community organizations and the general public.

### **PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT**

*The physical demands and work environment characteristics described here are representative of those an employee encounters and must be met by an employee to successfully perform the essential functions of this job.*

*Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Performing the duties of this job require the use of equipment including but not limited to: City vehicles, general office equipment, and light/heavy equipment utilized in the maintenance activities of the department..

While performing the duties of this job, the employee is regularly required to walk on uneven and rough terrain, paved and unpaved surfaces, as well as within the public rights of way. The employee is exposed to a wide range of outdoor weather conditions; occasionally working in extreme heat or cold weather.

Work hours/schedules will vary by season and job requirements. This position is responsible to respond to facility operational/mechanical issues within 30-minutes of the call, during and after normal business hours, which may include weekends and holidays.

See attached Physical Requirements and Working Conditions form.

### **NON-DISCRIMINATION/EEO POLICY**

The City of Marshall provides equal employment opportunity in accordance with applicable state and federal laws, directives, and regulations. The City will not discriminate against any employee or applicant for employment on the basis of any class protected by state or federal law.

**CITY OF MARSHALL  
Job Description**

POSITION TITLE: Community Education Coordinator	DATE: February 2023
DIVISION: Community Services	FLSA STATUS: Exempt
ACCOUNTABLE TO: City Administrator	UNION STATUS: NA
	DBM: C41

**SUMMARY OF POSITION**

Plan, implement, coordinate, oversee, and promote a variety of community education programming, including special community events, for all ages and abilities; maintain adequate staffing of assigned programs and services in accordance with budgeting and program guidelines. This position serves as the designated Community Education Director.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Plan, develop, organize, coordinate, and direct the community education department for the residents of School District #413; evaluate programs and activity areas; plan and supervise administrative procedures; recruit, hire, train, and supervise program coordinators and seasonal staff. Community education programming includes, but is not limited to: life-enrichment classes, driver’s education, after school programs, officiating programs, hobbies, city band, arts/crafts classes, aging programming, etc.
2. Provide supervision and general guidance to the Adult Community Center Coordinator and consult on the interests, capacities and needs of older persons who utilize the Adult Community Center facilities and programs.
3. Manage, plan, coordinate schedules and staffing for Driver Education program.
4. Collect data, prepare and submit annually the Minnesota Department of Education Annual Community Education Report.
5. Monitor revenue and expenditures to ensure programs stay within budget; sets fees subject to approval from the City Administrator.
6. Review federal and state legislation pertaining to community education laws and guidelines and prepare grant applications, as directed.
7. Assist in the coordination of special and/or annual community events including program development, promotion, oversight, staffing and supervision.
8. Review timesheets for accuracy and submit to Payroll Department bi-weekly.
9. Prepare budget proposal for assigned areas; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies.
10. Act as a liaison between parents, instructors, and participants on program content, instructional and delivery methods and other concerns, as needed.
11. Work collaboratively with School District #413 personnel, Merit Center Training Facility Coordinator, YMCA staff and Southwest Minnesota State University to coordinate facilities/grounds use, maintenance, and scheduling. Work collaboratively with School District #413 and Southwest Minnesota State University to maximize staff, volunteers, facilities, and equipment to provide excellent service and programming.
12. Participate in fundraising activities; solicits sponsorships and donations from the community for programs or events.
13. Publicize and promote community education programming via local and regional media platforms (newspaper, radio, cable, programming brochure(s), Facebook, Twitter, Instagram).
14. Develop and deliver substantive methods in which participants may provide feedback for community education programming.
15. Attend professional development, training sessions, and conferences as required.
16. Assist department staff in problem solving, project planning, development and execution of department goals and objectives.
17. Responsible for conducting the full range of activities required to prepare, submit and manage Community Services grant proposals.

18. Compile and analyze data from program offerings and utilize participant feedback in evaluating effectiveness and necessary enhancements.
19. Serve as the facilitator for the City of Marshall to the Minnesota GreenStep Cities program.
20. Serve as a City of Marshall liaison to the Diversity, Equity & Inclusion (DEI) Commission.
21. Responsible for the coordination, implementation and ongoing enhancements of a citywide Bike Share program. This will include, but not limited to; creation of formal program, work collaboratively with local businesses and Recreation Coordinator to present program and deliver community event(s), maintain Bicycle Friendly Community recognition level and provide input for future development for Camden Regional Trail expansion.
22. Attend meetings and serve as a City liaison with the necessary, assigned support groups.
23. Write routine correspondence and reports such as memos, letters, and activity reports.
24. Attendance is an essential function of this position.
25. Perform other duties as assigned.

*The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.*

### **MINIMUM QUALIFICATIONS**

- A. Minnesota Department of Education licensure as a Community Education Director, or the ability to obtain licensure within two years.
- B. Bachelor's degree in recreation or community education, or closely related field.
- C. Three (3) years' experience in the planning/coordination of community education programming.
- D. Possess a valid Minnesota Class D Driver's License.

### **DESIRABLE QUALIFICATIONS**

NA

### **ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES**

- Knowledge and understanding of community education programming for all ages and abilities to include: planning, scheduling, evaluating, and coordination of programs.
- Knowledge of community education philosophies and programs and how to effectively implement and educate the community to their benefits.
- Knowledge of public relations theories and techniques in promoting, advertising and/or informing the public of programs, services, courses and other events/projects.
- Ability to be creative and keep abreast of industry changes with respect to educational, social, and enrichment community programming.
- Ability to interpret and apply both City and School District #413 departmental policies and procedures.
- Ability to use safe working practices and recognize hazards or unsafe conditions in daily work.
- Ability to communicate professionally and effectively, rendering prompt and courteous service, both orally and in writing.
- Ability to provide exceptional customer service skills in a timely and courteous manner.
- Ability to organize, schedule, and supervise a wide range of community education activities.
- Ability to hire, organize and supervise temporary personnel.
- Prepare, analyze and administer program budgets, prepare reports and keep records.
- Ability to establish and maintain effective working relationships with City, school, community and public agency officials and employees, sports associations, community groups and general public.
- Ability to effectively communicate and promote community programming through all medias.

**SUPERVISION EXERCISED**

Responsibility of hiring, training, supervision of the Adult Community Center Coordinator. General supervision of temporary/seasonal community education personnel and independent contractors involved in community education programming.

**SUPERVISION RECEIVED**

General supervision by the City Administrator.

**PUBLIC CONTACTS**

Frequent contact with City staff, school district personnel, community organizations, and the general public.

**PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT**

*The physical demands and work environment characteristics described here are representative of those an employee encounters and must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Performing the duties of this job require the use of equipment including but not limited to: general office equipment, computers, copy machines, fax machines, etc.

Employee must be able to work a flexible work schedule to include evenings, weekends, and holidays, as directed.

See attached Physical Requirements and Working Conditions form.

**NON-DISCRIMINATION POLICY/EEO POLICY**

The City of Marshall provides equal employment opportunity in accordance with applicable state and federal laws, directives, and regulations. The City will not discriminate against any employee or applicant for employment on the basis of any class protected by state or federal law.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	E.J. Moberg
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of 2023 workers compensation insurance and a recommended policy for volunteer service
<b>Background Information:</b>	<p>The suggested prorated premium for March 1, 2023 to January 1, 2024 with BITCO for workers compensation is attached.</p> <p>Workers compensation insurance covers City employees, elected and appointed officials, volunteer firefighters, and employees of the Library and Marshall Municipal Utilities.</p> <p>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.</p> <p>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.</p> <p>When a city leaves LMCIT for workers compensation coverage, they are not able to go back to LMCIT for 3 years.</p> <p>The Personnel Committee met on February 21<sup>st</sup> to discuss the workers compensation options. 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).</p> <p>If approved, staff will work with North Risk to be sure LMCIT is contacted for the existing policy to be cancelled.</p>
<b>Fiscal Impact:</b>	<p>Total savings to City of Marshall, Marshall-Lyon County Library and MMU of \$146,072 on an annual basis over the comparable coverage with LMCIT. The City’s share of the savings on an annual basis would be \$125,911, which is 1.54% of the approved 2023 tax levy.</p> <p>Actual savings will be prorated as we are with LMCIT through February.</p>
<b>Alternative/ Variations:</b>	Not recommended
<b>Recommendations:</b>	Approve the 2023 workers compensation insurance policy through BITCO and the volunteer coverage through CHUBB.

# DIVIDER

## PAGE

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Trans Eff Dt: 03-01-2023  
Insured Name: CITY OF MARSHALL  
Quote Number: 318936-02  
Policy No:  
Trans Type: New Business Quote  
Oper Init: UND140  
Company Abbr: BT  
Release Version: 22.13

User-Selected Sets	Copies	Printer
Quote Proposal	01	PDF Only

Quote Proposal

## SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED	POLICY NUMBER
<b>CITY OF MARSHALL</b>	
<b>WORKERS COMPENSATION FORMS AND ENDORSEMENTS</b>	
WC000000C	01-15 WC AND EMPLOYERS LIABILITY INS POLICY
WC000414A	01-19 90-DAY RPTG REQ-NOTICE CHG IN OWNERSHIP
WC220001	09-02 MN PROOF OF COVERAGE FORM
GOX-2278WK	12-92 WORK COMP SCHEDULE OF NAMED INSUREDS
WC2308	05-93 WORKERS COMPENSATION SCHEDULE
GV-3000	01-00 QUOTE PROPOSAL
WKQTEDEC	01-03 WORK COMP QUOTE DEC
WC220000A	11-03 MINNESOTA AMENDATORY ENDT
WC220601D	08-06 MN CANCELLATION END.
WC000422C	01-21 TERRORISM RISK INS PROGRAM ENDT
GU-211A	08-00 NOTICE-MN
GU-2368	12-18 AUDIT INFORMATION NOTICE
GU-3076	04-16 PRIVACY STATEMENT
GU-4320	05-04 NOTICE-U.S. TREASURY DEPT ("OFAC")
P-419	04-16 INSTRUCTIONS FOR REPORTING WC CLAIMS
RC-1382	04-16 SAFETY SERVICES
UG106A	08-92 MN GUARANTY ASSOCIATION NOTICE
WC000406A	01-09 PREMIUM DISCOUNT ENDORSEMENT
WC000419	01-01 PREMIUM DUE DATE ENDT
WC000425	05-17 EXP RATING MOD FACTOR REV ENDMT

Quote Protected

## WORKERS' COMPENSATION SCHEDULE

NAME CITY OF MARSHALL	EFFECTIVE DATE 03-01-23		POLICY NUMBER	
CLASSIFICATION	CODE	RATE PER \$100	ESTIMATED TOTAL ANNUAL REMUNERATION	ESTIMATED ANNUAL PREMIUMS
MINNESOTA Rating Group 0001-01				
STREET OR ROAD CONSTRUCTION: PAVING OR REPAVING & DRIVERS.	5506	5.40	522,404	\$ 28,210.00
AVIATION - AIRPORT OR HELIPORT OPERATOR - ALL EMPLOYEES & DRIVERS	7403	4.46	189,254	\$ 8,441.00
WATERWORKS OPERATION & DRIVERS.	7520	2.62	449,617	\$ 11,780.00
ELECTRIC & STEAM PLANT	7539	1.27	1,011,748	\$ 12,849.00
SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	7580	2.58	715,541	\$ 18,461.00
RADIO OR TELEVISION BROADCASTING-FIELD ANNOUNCERS	7610	.46	126,415	\$ 582.00
FIREFIGHTERS & DRIVERS VOLUNTEER	7708	23.76	12,707	\$ 3,019.00
POLICE-NON SMOKING	7720	2.21	1,796,359	\$ 39,700.00
OFF SALE LIQUOR	8017	1.49	360,115	\$ 5,366.00
CLERICAL OFFICE EMPLOYEES NOC.	8810	.12	1,092,099	\$ 1,311.00
PUBLIC LIBRARY OR MUSEUM- PROFESSIONAL EMPLOYEES & CLERICAL	8810	.12	582,956	\$ 700.00
PUBLIC UTILITIES CLERICAL	8810	.12	1,240,255	\$ 1,488.00
ANIMAL CONTROL	8831	1.43	19,073	\$ 273.00

Quote Proposal



## WORKERS' COMPENSATION SCHEDULE

NAME CITY OF MARSHALL	EFFECTIVE DATE 03-01-23		POLICY NUMBER	
CLASSIFICATION	CODE	RATE PER \$100	ESTIMATED TOTAL ANNUAL REMUNERATION	ESTIMATED ANNUAL PREMIUMS
SWIMMING POOL: PUBLIC-OPERATION	9015	3.08	75,420	\$ 2,323.00
BUILDINGS - OPER BY OWNER	9015	3.08	147,667	\$ 4,548.00
PU MAINENANCE	9015	3.08	45,218	\$ 1,393.00
COMMUNITY CENTERS - ALL EMPLOYEES & CLERICAL	9063	.99	51,657	\$ 511.00
PARK NOC-ALL EMPLOYEES & DRIVERS	9102	2.90	666,955	\$ 19,342.00
CITY BAND	9156	2.49	5,028	\$ 125.00
ATHLETIC SPORTS OR PARK: OPERATIONS & DRIVERS.	9182	2.46	216,820	\$ 5,334.00
MUNICIPAL, TOWNSHIP COUNTY OR STATE EMPLOYEE NOC.	9410	2.37	1,003,474	\$ 23,782.00
BOOKMOBILE DRIVERS	9410	2.37	1	\$ 0.00
TOTAL CLASS PREMIUM				\$ 189,538.00
INCREASE LIMITS 1.014	9816			\$ 2,654.00
TOTAL SUBJECT PREMIUM				\$ 192,192.00
TOTAL MODIFIED PREMIUM				\$ 192,192.00
SCHEDULE MODIFICATION 1.07	9889			\$ 13,453.00
STANDARD TOTAL				\$ 205,645.00
PREMIUM DISCOUNT .885	0063			\$ -23,649.00
EXPENSE CONSTANT	0900			\$ 71.00
TERRORISM .015	9740			\$ 1,550.00
TOTAL ESTIMATED PREMIUM				\$ 183,617.00
MN SPECIAL COMPENSATION FUND ASSESSMENT 1.0466	0174			\$ 9,583.00
FINAL TOTAL				\$ 193,200.00

Quote Proposal

**QUOTE PROPOSAL**

**Item 1. Named Insured and Mailing Address**

CITY OF MARSHALL  
MARSHALL MUNICIPAL UTILITIES  
344 WEST MAIN STREET  
MARSHALL MN 56258

**Producer Name and Address**

NORTH RISK PARTNERS, LLC  
622 ROOSEVELT RD., SUITE 240  
ST. CLOUD MN 56301

Producer No. 0006271

**This proposal does not bind coverage or obligate the company. This quote is valid for 30 days and subject to the following stipulations.**

**Item 2. Policy Period**

From: 03-01-2023 To: 01-01-2024

**at 12:01 A.M., Standard Time at your mailing address shown above.**

**Item 3. Business Description:**

Form of Business:

Assn No.:

**Item 4.** In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This quote consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

<b>Coverage Part(s)</b>		<b>Premium</b>
Workers Compensation	\$	193,200.00
	<b>Total Quote Premium</b>	<b>\$ 193,200.00</b>

GV-3000 (01/00)

Printed: 02-22-23

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY  
FORM PROPOSAL**

1. The Insured/ Mailing address

CITY OF MARSHALL  
MARSHALL MUNICIPAL UTILITIES  
344 WEST MAIN STREET  
MARSHALL MN 56258

Individual  Partnership  
 Corporation or

2. Proposed Policy Period: The policy period is from **03-01-2023** to **01-01-2024** 12:01 A.M. Standard time.  
at the Insured's mailing address.

3. Coverage:

A. Workers compensation Insurance: Part One of the policy applies to the Workers compensation Law of the states listed here:  
**MINNESOTA**

B. Employers liability Insurance; Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	<b>2,000,000</b>	each accident
Bodily Injury by Disease	\$	<b>2,000,000</b>	each employee
Bodily Injury by Disease	\$	<b>2,000,000</b>	policy limit

C. Other States insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT HAWAII, NEW HAMPSHIRE, NEW JERSEY, NORTH DAKOTA,  
OHIO, WASHINGTON, WYOMING.

D. This policy includes these endorsements and schedules:

See schedule of forms and endorsements.

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Estimated Annual Premium	Rate Per \$100 of Remuneration	Premium Basis Total estimated Annual Remuneration	Code No.	Classifications
--------------------------	--------------------------------	---	----------	-----------------

See attached schedule

\$	<b>193,200.00</b>	Total Estimated Annual Premium	Deposit Premium	\$	<b>193,200.00</b>	Minimum Premium	\$	<b>629.00</b>
Premium Adjustment Period:		<b>ANNUAL</b>						

**Section I Policyholder Information**

**Name of Policyholder:** CITY OF MARSHALL

**Address** 344 W MAIN ST

**City** MARSHALL **State** MN **Zip Code** 56258

**Phone Number:**

**Contact Name:**

**Effective Date:** 02/01/2023

**Policy Number:** SPEC-IM-EN

**INSURANCE REQUESTED**

**A) CLASS OF INSURED PERSONS**

1 All Volunteers performing volunteer service on behalf of the Policyholder, excluding volunteer firefighters and volunteer police officers.

**B) PRINCIPAL SUM**

1 \$50,000

**C) HAZARD**

1 Volunteer Duties

**D) ACCIDENTAL DEATH AND DISMEMBERMENT**

**Class**

All

<b>Accidental:</b>	<b>SPECIMEN</b>	<b>Benefit Amounts (Percentage of Principal Sum)</b>
<b>Loss of Life</b>		100%
<b>Loss of Speech and Loss of Hearing</b>		100%
<b>Loss of Speech and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>		100%
<b>Loss of Hearing and one of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>		100%
<b>Loss of Hands(Both), Loss of Feet(Both), Loss of Sight or a combination of any two of Loss of Hand, Loss of Foot or Loss of Sight of One Eye</b>		100%
<b>Loss of Hand, Loss of Foot or Loss of Sight of one Eye (Any one of each)</b>		50%
<b>Loss of Speech or Loss of Hearing</b>		50%
<b>Loss of Thumb and Index Finger of the same Hand</b>		25%

**E) ADDITIONAL BENEFITS**

CLASS	BENEFIT	BENEFIT AMOUNT
1	Accident Medical Expense	<b>\$25,000</b> <b>Deductible \$0</b> <b>Dental Benefit Amount \$1,000</b> <b>Physical Therapy Benefit Amount \$2,500</b> <b>Orthopedic Appliance Benefit Amount \$1,000</b>
1	Temporary Total Disability	<b>Weekly Amount \$100</b> <b>Maximum Benefit Period 26 week(s)</b> <b>Elimination Period 7 day(s)</b>

As **Item 8.** **Limit of Insurance**

The Aggregate Limit of Insurance applies:  
\$500,000 per **Accident**

**Premium**

**Amount Due** \$2,793

**Due Date** 02/11/2023

**Employee Retirement Income Security Act**

Is this plan subject to Employee Retirement Income Security Act (ERISA) regulations? (Y/N) \_\_\_\_\_

**Policy Acceptance**

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Fraud Warning

**A person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.**

Name of Policyholder: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**SPECIMEN**



Company Authorized Representative

BT 3000 APP (Rev. 09/2006)

# PREMIUM SUMMARY

## PREMIUMS WITH LEAGUE OF MN CITIES

Line of Business	Effective Dates	League of MN Cities Premium
Liquor Liability	10/01/2022 – 10/01/2023	\$7,264
Workers Compensation	01/01/2022 – 01/01/2023	\$350,797
<b>Workers Compensation (RENEWAL)</b>	<b>01/01/2023 – 01/01/2024</b>	<b>\$378,918</b>

## OPTIONAL QUOTES

Company	Premium
Illinois Casualty Company – Liquor Liability	\$2,771
<b>BITCO – Workers Compensation</b>	<b>\$230,053</b>

Note: If coverage is not bound by the proposed effective date, premium, coverage, and terms are subject to change.

## DIFFERENCES FROM LEAGUE OF MN CITIES

Liquor Liability	LMCIT	Illinois Casualty
Limits – Per Occurrence	\$1,000,000	\$1,000,000
Limits – Policy Annual Aggregate	\$1,000,000	No Aggregate Limit

Workers Compensation	LMCIT	BITCO
Employers Liability Limit – Each Accident	\$1,500,000	\$2,000,000
Employers Liability Limit – Policy Limit	No Policy Limit	\$2,000,000
Employers Liability Limit – Disease Each Employee	\$1,500,000	\$2,000,000
Deductible per Claim	\$5,000	NONE

## NOTES

- The League of MN Cities’ Excess Liability/Umbrella policy **will not extend** over Illinois Casualty or BITCO
- BITCO combines codes 9410 (Municipal Employees) and 9411 (Elected Officials) into one code
- Once the City of Marshall leaves LMCIT on the work comp, they are not able to come back for 3 years.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	E.J. Moberg
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of liquor liability insurance through Illinois Casualty Company
<b>Background Information:</b>	<p>The suggested prorated premium for March 1, 2023 to October 1, 2023 is attached.</p> <p>The prorated premium for 3/01 to 10/01 is \$1,297 after the 20% premium credit for being a member of the Minnesota Licenses Beverage Association [\$1,620 without the credit].</p> <p>North Risk provided the quote.</p> <p>If approved, staff will work with North Risk to be sure LMCIT is contacted for the existing policy to be cancelled.</p>
<b>Fiscal Impact:</b>	<p>Total savings of \$4,493 on an annual basis over the comparable coverage with LMCIT. The coverage approved with LMCIT was \$7,264 for 10/01/22 to 10/01/23 while the comparable quote from Illinois Casualty Company was \$2,771.</p> <p>Actual savings will be prorated as we are with LMCIT through February.</p>
<b>Alternative/ Variations:</b>	Not recommended
<b>Recommendations:</b>	Approve the liquor liability insurance policy through Illinois Casualty Company.

# PREMIUM SUMMARY

## PREMIUMS WITH LEAGUE OF MN CITIES

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## NOTES

- The League of MN Cities’ Excess Liability/Umbrella policy **will not extend** over Illinois Casualty or BITCO
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**Illinois  
Casualty  
Company**

225 20th Street, Rock Island, IL 61201 • (309) 793-1700 • (800) 445-3726 • www.ilcasco.com

**Date:** February 23, 2023

**Agency:** North Risk Partners, LLC

**Attention:** Joseph Larson

**Enclosed Quotes(s):**

**LQ1509296 Liquor Liability**

Named Insured(s): City of Marshall

Location(s) of Risk: 1 - 1410 Boyer Dr, Marshall, MN 56258 (Lyon County)

***Any deletion or modification of coverage may not be directly proportional to the premium charge shown on the quotation. Please contact your Underwriter for a revised quotation if any coverages are deleted or modified.***

Quotation(s) expire thirty (30) days from the indicated effective date shown on the quotation(s).

For any questions, please contact us immediately.

Holly Edmunds  
Underwriter



**GENERAL INFORMATION**

Quote Subject to Satisfactory Inspection and Verification of Loss History.

NOTE: An original, signed APPLICANT'S AGREEMENT TO THE INSURANCE APPLICATION(S) is required for each named insured before a policy can be issued.

**LIQUOR LIABILITY INFORMATION**

**COVERAGE**

Coverage includes common law coverage for the injuries that occur in state and out of state. "Owners" of premises automatically qualify as insureds.

**UNDERWRITER COMMENTS**

Revised quote # 2

Expiration date was amended

Payment plan was amended

\*\*\*\*\*

The named insured must match the liquor licensee name. I show the licensee name as Marshall Municipal Liquor Store. Please advise if changes are needed.



**BIND AND ISSUE EFFECTIVE DATE:** \_\_\_\_\_

<b>LIABILITY OPTION:</b>	<input type="checkbox"/> LQ1509296 <i>with liability option:</i> <input checked="" type="checkbox"/> 1000
<i>Limits shown in thousands</i>	

<b>ISSUE:</b>	<input type="checkbox"/> As Quoted <i>or</i> <input type="checkbox"/> With the Following Coverage Changes:
_____	
_____	
<b>Expected Premium After Coverage Changes:</b> _____	

<b>PAYMENT OPTIONS:</b>	<b>1. SELECT BILLING PLAN</b>
<b>*Payment Options:</b>	<b>All By Policy</b>
	<b>Policies LL</b>
<b>Website:</b> www.ilcasco.com	<input type="checkbox"/> <input type="checkbox"/> 60% down, 40% at 2 months
<b>Automated System:</b> (855) 729-2422	<input type="checkbox"/> <input type="checkbox"/> One payment per policy term
<b>Mobile App:</b> ICC2GO	<b>2. SELECT PAYMENT METHOD</b>
<b>Billing Representative:</b> (309) 793-1700 ext. 808	<input type="checkbox"/> <b>ACH</b> (Automatic Withdrawal) (Funds will be withdrawn around due date.) (A completed Direct Bill ACH Enrollment & Authorization Form is attached.)
<b>Mail:</b> PO Box 4208, Rock Island, IL 61204-4208	<input type="checkbox"/> <b>OTHER</b> (See *Payment Options)
	<b>3. SELECT DOWN PAYMENT METHOD (Down Payment is due at the time of binding)</b>
	<input type="checkbox"/> <b>ACH</b> (Automatic Withdrawal) (Funds will be withdrawn around effective date.) (A completed Direct Bill ACH Enrollment & Authorization Form is attached.)
	<input type="checkbox"/> <b>OTHER</b> (See *Payment Options)

<b>BILLING STATEMENT OPTIONS:</b>	<input type="checkbox"/> <b>Email</b>	Email Address: _____
<i>Please choose one option</i>	<input type="checkbox"/> <b>Mail</b>	(If the billing address is different from the mailing address on the policy)
		C/O: _____
		Address: _____
		City/State/Zip: _____

**SIGNATURE:** \_\_\_\_\_  
Signature of Producer Date

# DID YOU KNOW?

Through ICC's policyholder website, you can

- ✓ View your account(s) and policy documents
- ✓ Pay your bill
- ✓ Report a claim
- ✓ View claim status
- ✓ Submit service receipts
- ✓ View and submit audit documents

**FREE**  
access to

Employment Law Advice  
and Support Resources

Cyber Protection  
Resources

Visit [www.ilcasco.com](http://www.ilcasco.com) and click on *Policyholders* to get started





**APPLICANT'S AGREEMENT  
SUPPLEMENT TO THE INSURANCE APPLICATION(S)**

This supplement is made part of the Applicant Information Section of the ACORD Commercial Insurance Application, the ACORD Business Owners Application, the ACORD Workers Compensation Application, any other Commercial Insurance Application acceptable to Illinois Casualty Company (including, but not limited to, any Liquor Liability Application), AND all sections, addendums, and memorandums attached thereto or later provided.

The signing of this supplement does not constitute a binder of insurance. However, the applicant agrees that the statements made in the application process and all subsequent documentation / information (including, but not limited to the ICC Renewal Information form) provided to Illinois Casualty Company are the applicant's agreements and representations. These representations include, but are not limited to, a full and true description and statement of the condition, situation, value, encumbrance, occupancy and title of the property proposed to be insured as well as a complete description of ALL operations necessary and / or incidental to the applicant's business. Applicant further agrees to notify Illinois Casualty Company of any change thereto. Any policy will be issued in reliance upon the truth of such representations. It is further understood and agreed that no insurance is effective under this agreement (A) unless a binder of insurance is issued designating Illinois Casualty Company has accepted this application and the binder is signed by an authorized agent of Illinois Casualty Company or (B) until the date the policy is issued by Illinois Casualty Company.

APPLICANT / NAMED INSURED (please print): **City of Marshall**

\_\_\_\_\_  
Signature of Authorized Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Witness Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness



**Account Information:**

ICC Account #: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Financial Institution Information:**

Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Routing Transit Number: \_\_\_\_\_ (always 9 digits)  
Account Number: \_\_\_\_\_

Please Select All that Apply:     Checking Account     Savings Account  
    Commercial/Business     Personal

**Authorization:**

I/We authorize Illinois Casualty Company (ICC) to process debit entries for amounts due on our regular and audit direct bill accounts, from the bank account and financial institution designated above. I recognize that if I fail to provide complete and accurate information on this enrollment form, the processing of the enrollment may be delayed or made impossible, or my electronic payments may be erroneously made, possibly causing my policy/policies to be cancelled for nonpayment of premium, or my account to incur late fees and/or other applicable charges.

If I decide to change or revoke this authorization, I recognize that I must request and submit a Direct Bill ACH Withdrawal Form to Illinois Casualty Company revoking the ACH authorization. If the information I have provided on this authorization changes, I understand that I must forward a new Direct Bill Enrollment Form to ICC providing the correct information. (The change or revocation is effective on the day ICC processes the request or a future date specified by you.)

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**\*\*\* Please include a copy of a voided check with this enrollment form \*\*\***

Fax: (309) 793-1707  
Email: [Billing@ilcasco.com](mailto:Billing@ilcasco.com)

# NEW BUSINESS QUOTATION

*Insurance Proposal for:*

**City of Marshall**

*Presented by:*

**Mr. Joseph Larson**

**North Risk Partners, LLC**

These materials provide a brief overview of insurance protection that may be provided by Illinois Casualty Company. Given the space limitation, a complete analysis of each and every policy term, condition, exclusion or other provision cannot be provided. These materials are subject to the terms of the actual insurance policy or policies issued. Please read your entire policy or policies issued. Contact your insurance agent with any questions.

Any deletion or modification of coverage may not be directly proportional to the premium charge shown on the quotation. Premiums by premises are included for allocation purposes only.



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**Illinois  
Casualty  
Company**

## **YOUR SUPPORT IS NEEDED!**



*The Minnesota Licensed Beverage Association is an advocate for retail business engaged in the sale and/or service of beverage alcohol.*

### **MINNESOTA LICENSED BEVERAGE ASSOCIATION**

Members make the Minnesota Licensed Beverage Association (MLBA) an effective advocate. With a diverse, active membership involved in the policymaking process, MLBA’s positions can truly represent an industry point of view.

The Minnesota Licensed Beverage Association is an advocate for retail businesses engaged in the sale and/or service of beverage alcohol. A not-for-profit business trade association, the MLBA:

- ◆ Is a positive force on important issues like Dram Shop, wine in grocery, increasing alcohol taxes, mandatory stings, lowering blood alcohol levels, gambling and many others.
- ◆ Is a solid communications network designed to keep members abreast of the latest issues, hot topics and new ways to grow their business.
- ◆ Provides members with opportunities to receive free or “cost only” SALES (Selling Alcohol Legally, Effectively and Safely) server training, which has become the industry standard for on and off sale training certifications.
- ◆ Communicates with their members more than any other association in the liquor industry. Members receive monthly publications. Bi-monthly issues of PROOF magazine and Bi-monthly issues of our newsletter titled Rough Draught which keeps you informed about the liquor industry.
- ◆ Your MLBA membership also supports an affiliation with the American Beverage Licensees in Washington, D.C., ensuring members are represented by lobbyists at the highest levels of government.



Illinois Casualty Company is endorsed by the MLBA as the preferred provider of insurance protection for its members. As an insurer of taverns, restaurants, package liquor stores, private clubs and banquet facilities, our successes are dependent upon the successes of your industry.

***As an MLBA member, you may qualify for a premium savings of up to 20% on your liquor liability insurance - ask your Illinois Casualty Company Agent for details.\****

***If you are already a member, thank you for your support! If you are not a member, JOIN TODAY via the attached membership application.***

\*You must be an active MLBA member by the effective date of the policy.





# Minnesota Licensed Beverage Association - Membership Application -



**Yes, I want to join MLBA to be eligible for all MLBA Member Benefits & Programs**

Your Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Membership Dues:

Annual membership dues as follows:

- On and Off-Sale: \$360**
- Additional Sites: \$240**  
*(attach additional site information)*
- Allied Business Members \$499**  
*(non-license holders)*

***Up to 80% of your membership dues are tax deductible. MLBA is a 501(c)6 trade association.***

***Please complete this form and to pay by credit card or to sign up for automatic monthly dues payments, fill out the appropriate boxes on the right.***

## - Credit Card Info -

*(Fill out this section if you would like to pay with credit card)*

### Membership Dues

Members of the Association shall pay yearly dues of:

- On and Off-Sale: \$360**
- Additional Sites: \$240**
- Allied Business Members (non-license holders): \$499**

**Card Type:**  **Visa;**  **M/C;**  **Disc;**  **Amex**

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Address Associated w/Card: \_\_\_\_\_

Zip Associated w/Card: \_\_\_\_\_

Security Code on Back of Card: \_\_\_\_\_

Signature: \_\_\_\_\_

## - Automatic Monthly Dues -

*(Fill out if you want automatic monthly bank withdrawal.)*

Authorization for automatic monthly payments on the first business day of each month:

- On and Off-Sale Members: \$30.00 / month**
- Additional Sites are just: \$20.00 / month**
- Allied Business Members: \$41.58 / month**

Name of Bank: \_\_\_\_\_

Checking Acct Number: \_\_\_\_\_

- or -

Savings Acct Number \_\_\_\_\_

Routing Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*I authorize the Minnesota Licensed Beverage Association and the bank named above to initiate variable entries to my checking/savings account. This authority will remain in effect until I notify MLBA or the bank in writing to cancel it in such time as to afford the bank a reasonable opportunity to act on it. I can stop payment of any entry by notifying MLBA or my bank 3 days before my account is charged. I can have the amount of an erroneous charge immediately credited to my account up to 15 days following issuance of my bank statement or 48 days after posting, whichever occurs first. [Complete the form above or sign it and attach a voided check]*



Quote #:	<b>LQ1509296</b>	Proposed Effective Date:	March 1, 2023
Quote Date:	February 23, 2023	Proposed Expiration Date:	October 1, 2023
Named Insured(s): <b>City of Marshall</b>			

**LIQUOR LIABILITY** Illinois Casualty Company

<u>Description</u>	<u>Limits of Insurance</u>
	<u>Option 1</u>
Each Common Cause Limit	\$1,000,000
Aggregate Limit	Unlimited

**Premises 1**    *1410 Boyer Dr, Marshall, MN 56258  
Lyon County*

	<u>Premium</u>
<b>Food receipts:</b> \$0	
<b>Liquor receipts:</b> \$6,307,280	<u>Option 1</u>
<b>Other receipts:</b> \$128,720	<b>\$1,243</b>
<b>Total receipts:</b> \$6,436,000	

**Coverages Provided**

<u>Description</u>	<u>Premises</u>	<u>Option 1</u>	<u>Premium</u>
Certified Terrorism Coverage	All	<b>Included</b>	

**Other Liquor Liability Endorsements**

<u>Description</u>	<u>Premises</u>	<u>Option 1</u>	<u>Premium</u>
Caterer	1	<b>\$377</b>	
Amendment of Cancellation and Nonrenewal Provisions	All	<b>Included</b>	

PREMIUM TOTALS

	<u>Option 1</u>
<i>Minimum Applicable Total Premium:</i>	\$400
<b>TOTAL PREMIUM:</b>	<b>\$1,620</b>

<b>Potential premium savings* as a member of the &amp;state_lba</b>	<b>\$323</b>
<b>Total Annual Premium with maximum MLBA credit applied:</b>	<b>\$1,297</b>

\* Members of the MLBA may qualify for a premium credit of up to 20%, dependent upon answers to the MLBA Questionnaire and applicable minimum premiums; the credit shown above is the maximum premium credit available - actual premium credit that will be applied may be less.

### NOTICE OF TERRORISM COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "certified acts of terrorism", as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States (U.S.) Government by coercion.

You should know the terrorism coverage offered under this policy excludes "certified acts of terrorism" involving nuclear, biological, chemical or radiological terrorism.

You should know that where coverage is provided by this Policy for losses resulting from "certified acts of terrorism", such losses may be partially reimbursed by the U.S. Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the U.S. Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage, as provided, for "certified acts of terrorism" is: \$0.00 (zero).



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Name of applicant/insured: \_\_\_\_\_

**The applicant/insured must be a member of the Minnesota Licensed Beverage Association.**

As a member of the ICC MLBA Safety Group, the following loss control program measures as described are in place for the responsible selling and/or serving of beverage alcohol:

(1) Formal Training

- (a) Employees receive a certificate of completion from Selling Alcohol Legally, Effectively, and Safely (SALES) or a comparable certification program.  Yes  No

If yes, at this time \_\_\_\_\_ employees have certificates in the following positions

(show number of certificate holders per position):

\_\_\_\_\_ owner(s)    \_\_\_\_\_ manager(s)    \_\_\_\_\_ bartender(s)  
 \_\_\_\_\_ waitstaff    \_\_\_\_\_ security    \_\_\_\_\_ other: \_\_\_\_\_

- (b) Total number of employees (all full-time and part-time), regardless of responsibilities, per position are:

\_\_\_\_\_ owner(s)    \_\_\_\_\_ manager(s)    \_\_\_\_\_ bartender(s)  
 \_\_\_\_\_ waitstaff    \_\_\_\_\_ security    \_\_\_\_\_ other: \_\_\_\_\_

(2) The MLBA member has a formal policy for the following:

- (a) Selling or serving beverage alcohol to those who appear intoxicated?  Yes  No

If yes, describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (b) Age identification?  Yes  No

If yes, describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (c) Fight prevention and/or fight control if a disturbance occurs?  Yes  No

If yes, describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (d) Designated driver program?  Yes  No

If yes, describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- (e) Calling a taxi or providing rides for those who appear intoxicated?  Yes  No

If yes, describe: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(f) Collection of information (e.g., date, time, witnesses, etc.) when an incident (e.g. fight, refusal of service, etc.) takes place?  Yes  No  
If yes, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(g) Coffee and food are always available.  Yes  No  
If yes, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Security

(a) Are security cameras present?  Yes  No  
If yes, cameras provide coverage of...  
the interior, public areas only  Yes  No  
the interior, all areas including employee only areas & storage  Yes  No  
the exterior, entrance or limited coverage only  Yes  No  
the exterior, full coverage including all parking lot(s) areas  Yes  No  
Back-up tapes/discs are kept for \_\_\_\_\_ before the  
tapes/discs are erased, copied over, discarded or destroyed.

(b) Are persons or organizations hired/engaged to provide security to the operations?  Yes  No  
If yes ...  
employees are hired/engaged?  Yes  No  
independent contractors are hired/engaged?  Yes  No  
There is a formal policy established regarding authority and use of reasonable force.  Yes  No  
If yes, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attach copies of any written procedures that are in place for the responsible selling and/or serving of alcoholic beverages.**

\_\_\_\_\_  
Printed name of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

I certify that the above described loss control measures are in place for the responsible selling and/or serving of beverage alcohol. I further certify that the applicant/insured stated above is a member in good standing of the Minnesota Licensed Beverage Association as of this date.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Approve Service Agreement for Concessionaire at Amateur Sports Complex
<b>Background Information:</b>	<p>In 2021, City Council approved a Service Agreement with the Hitching Post, of Marshall, MN for providing concessionaire services at the Amateur Sports Complex. City staff and Jordan Handeland of the Hitching Post thought this agreement worked well and served our facility users well. Staff feels this contract has worked well for both parties over the last 2 years and would recommend approval for third year.</p> <p>Jordan Handeland, from the Hitching Post, is again interested in providing these services for the 2023 season at the Amateur Sports Complex.</p> <p>The service agreement is attached to this agenda item for City Council review and recommended approval. No significant changes have been made to this agreement from previous approved agreement.</p> <p>City Attorney, Pamela Whitmore has reviewed the pending agreement.</p>
<b>Fiscal Impact:</b>	N/A
<b>Alternative/ Variations:</b>	N/A
<b>Recommendations:</b>	Approve Service Agreement for Concessionaire at Amateur Sports Complex with The Hitching Post of Marshall, MN for the 2023 season.



## Food Services Agreement

This **Food Services Agreement**, as from time to time amended (Agreement), is entered into between the City of Marshall (Client), and The Hitching Post of Marshall, Inc., a Minnesota Corporation, DBA Hitching Post Eatery and Saloon (Hitching Post), collectively "the Parties"

1. **Definitions.** In addition to terms defined elsewhere herein,
  - 1.1. The term "Program" means the attached Services Program.
  - 1.2. The term "Effective Date" shall mean the date as set forth on the signature page in which The Hitching Post begins performance of Services.
  - 1.3. The term "Obligations" means all present and future liabilities, obligations of payment and performance, and indebtedness of one party to another party, of whatever kind, now due or that become due, absolute or contingent, and whether joint, several, or joint and several.

2. **Client Services.** The Hitching Post shall provide the following services to Client ("the Services"):

2.1 **Food Services; Sales.** Client grants to The Hitching Post the right to control and operate all food and beverage services and sales for the employees, guests, and invitees at the Amateur Sports Complex, 300 Tiger Drive, Marshall, MN 56258, (collectively Food Services) at the sites and facilities set forth on the signature page (collectively Premises) at such times and dates of operation as set forth in the Program attached hereto. Hitching post shall secure the approval of the local health department in addition to all other governmental agencies having applicable jurisdiction. In addition, Hitching Post shall possess all Federal, State, and local licenses required for said operation. Hitching Post shall procure and keep current all permits and licenses, pay promptly all charges and fees, and give all notices necessary and incidental to the due and lawful operation of the food services at the Amateur Sports Complex. Hitching Post shall notify the Client in writing in the event Hitching Post becomes aware of any lapse of any required permit or license that falls under the responsibility of the Client.

Soft drink beverage sales at the Premises are granted to Viking Coca-Cola pursuant to Sponsorship Agreement between Client and Viking Coca-Cola dated September 7, 2016. Copies of the referenced Sponsorship Agreements are available for inspection at the office of the Park & Recreation Director for the City of Marshall.

Client shall provide its mobile concession trailer to Hitching Post for their use to provide food and beverage services at the Premises. Said mobile concession trailer shall be brought to the Premises by Client. Hitching Post staff and personnel will be responsible for setting up the trailer to provide food and beverage services. Hitching Post staff and personnel shall be responsible for securing and cleaning the trailer at the conclusion of each event.

2.2 **Sanitation Services.** The Hitching Post shall be responsible for event housekeeping and sanitation services in the food preparation, storage, dining, and serving areas of the Premises as follows (collectively Sanitation Services):

- 2.2.1 Cleaning dining furniture;
- 2.2.2 Cleaning floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, concession trailer, and other equipment and fixtures used by Hitching Post in food storage and preparation areas; and
- 2.2.3 Collecting and properly packing dry refuse, recyclables, and compost from food storage and preparation areas and discarding of the packed refuse at site(s) on Premises designated by Client.
- 2.2.4 Properly cleaning and securing the mobile concession trailer after each use.

2.3 **Other Services.** Hitching Post shall have the right to operate and provide such other services and



product sales as agreed to, in writing, from time to time by the Parties.

2.4 **Quality of Services.** Hitching Post shall supply Services of good quality, on a timely basis, and with appropriate products in accordance with the terms of this Agreement. All Products and methods of service shall conform in all respect to all applicable federal, state and local laws, ordinances and regulations. Products served are equivalent to the Industry standard with respect to service, personnel, management, products, menus, pricing and all other aspects of similarly situated Concession Services. Hitching Post shall charge fair, reasonable and not unjustly discriminatory prices for all food and other related products. Prior to setting initial prices and/or adjusting published prices, Hitching Post agrees to consult with Park & Recreation Director prior to implementing price changes. Prices will be displayed in such a manner as to be easily visible and understood by potential customers.

2.5 **Inspection of Services.** Client may inspect the Services, without notice, on any business day at any time. The inspection will be conducted in a manner to avoid disruption to the Services.

2.6 **Staff for Services.** Hitching Post shall keep and maintain an adequate staff of qualified individuals to perform Services and related administration. Hitching Post shall provide enough qualified management and non-management employees to operate the Concessions Stand, including an on-site manager. All personnel employed by Hitching Post shall always and for all purposes, be deemed solely Hitching Post employees. The Client reserves the right to require replacement of any of the employees. The Client shall not be responsible for any actions of the employees of Hitching Post and Hitching Post agrees to hold harmless for any claims, liabilities, damages or obligations the Village of Lake Hallie for any actions of the employees. If any employee violates any of the rules of this agreement, policies, or procedures of the Client, upon recommendation to Hitching Post, that employee shall be prohibited from continued work in the concession stand.

2.7 **Inventory of Product of Food and Beverages for Services.** Hitching Post shall purchase and hold in its own name an inventory of food and supplies necessary for the performance of its obligations under this Agreement which includes the provision of:

2.7.1 An adequate and appropriate inventory sufficient for the performance of Services.

2.7.2 The timely and full payment for such inventory.

2.7.3 Soft drink beverage products shall be purchased from Viking Coca-Cola by client. Client will have soft drink beverage products available for repurchase by Hitching Post for resale at scheduled events. Hitching Post shall coordinate with Client for the purchase of soft drink beverage product and subsequent resale. Prices of soft drink beverages will be negotiated between Client and Hitching Post but will equal or exceed the cost by Client of those beverage products from Viking Coca-Cola. Hitching Post shall not sell beverage products other than those anticipated by this 2.7.3 section.

2.8 **Independent Contractor.** Hitching Post shall perform the Services as an independent contractor. Neither party intends, and nothing contained in this Agreement shall be construed to establish, a partnership or joint venture between the parties. No person performing any of the work or services described hereunder shall be considered an officer, servant, or employee of the Client, nor shall any such person be entitled to any benefits available or granted to employees of the Client.

3. **Client Premises.** To facilitate the performance of Services, Client shall furnish, at its expense, at the Premises:

3.1 **Operation Facilities.** Interior facilities for exclusive Hitching Post use, supplied per such specifications prepared by Hitching Post as reasonably necessary to perform the Services;

3.2 **Equipment.** Equipment in the food preparation, storage, dining, and serving areas for exclusive Hitching Post use as identified in the Program or as parties mutually agree is reasonably necessary to sufficiently perform the Services conducted at Client's request (collectively Services Equipment). Equipment includes, but is not limited to, the mobile concession trailer referenced herein.

3.3 **Utilities.** All utilities as identified in the Program or as reasonable and necessary for the efficient performance of the Food Services, Sanitation Services, and such other services conducted at Client's request.

3.4 **Cleaning; Maintenance; Safety.**

3.4.1 Client shall ensure that all walls above six (6) feet from floor level, windows, ceilings, lighting, ventilation fittings and interiors, and grease traps are in clean condition for Hitching Post's use of the Premises and

3.4.2 The Premises, Services Equipment, Offices, and Utilities shall be serviced and kept by Client in good working and safe operating condition and further shall be maintained, replaced, and repaired to ensure continued fitness for their particular and intended purposes, and in accordance with relevant manufacturer warranties and recommendations. Notwithstanding the foregoing, if Services Equipment provided by Client becomes inoperative, hazardous, or inefficient, Hitching Post shall notify Client within five (5) days of discovering the Service Equipment has become inoperative, hazardous, or inefficient. If Client does not repair or replace the Service Equipment within ten (10) days of receiving the notice, then Hitching Post may affect repairs or replacements at the expense of the Client. However, Client shall, if applicable, pay the cost of all paper products used during the up to fifteen (15) day-time period anticipated herein where Services Equipment is inoperable.

4. **Financial Terms and Payment for Services.**

4.1 **Financial Terms.** Hitching Post shall be responsible for payment and for providing services at the scheduled events, all as set forth in **Attachment #1 Services Program: Payment Provisions**, attached hereto and made a part hereof.

5. **Agreement Term.** Unless sooner terminated as provided in this section, the term of this Agreement shall be **March 1, 2023 through December 31, 2023.**

5.1 **Permitted Termination.** This Agreement may be terminated:

5.1.1 Effective upon sixty (60) days' prior notice by either party to the other without cause; or

5.1.2 At any time after the occurrence or continuance of a Payment Default or other Default that is material to the whole of this Agreement that has not been remedied in accordance with Section 11 herein.

5.2 **Survival of Obligations.** Termination of this Agreement shall not operate to limit, reduce, cancel, or otherwise modify any accrued Obligations .

5.3 **Equipment Return.** Promptly following termination of this Agreement, Hitching Post shall return to Client such Services Equipment, Offices, and Utilities in a similar condition, ordinary wear and tear excepted. Ordinary wear and tear shall have the meaning commonly attributed to such term as well as mean losses or damage to chinaware, glassware, flatware, trays, utensils, and other small wares that may result from breakage, theft, or regular use.



6. **Representations, Warranties, and Covenants.** The following representations, warranties, and covenants are made by the Parties at the time and from the Effective Date hereof and shall survive the termination of this Agreement.

6.1 **Business Status.** The execution, delivery, and performance by the parties of this Agreement are within their respective powers, have been duly authorized by all necessary action, and do not and will not contravene their respective charters, agreement of partnership, or by-laws. This Agreement constitutes the valid and legally binding Obligations of the Parties, enforceable in accordance with its terms. The Parties' respective chief executive offices, principal places of business, and the places of record retention are located at the addresses set forth on the signature page.

6.2 **Taxes; Assessments.** Hitching Post shall pay when due, all federal, state, local, and other governmental taxes or assessments in connection with the operation and performance of the Services. Hitching Post shall pay when due all license and permit fees in connection with Services.

6.3 **Compliance with Laws.** Hitching Post and Client shall comply with all federal, state, and local laws applicable to their Obligations. Hitching Post shall keep in effect all necessary permits, licenses, and food handlers' cards and will post such permits where required.

6.4 **Alcohol Prohibited during Youth Events (MAYBA, MAFSA, Marshall Community Services and School District Sponsored Events).** The Hitching Post shall not provide for sale nor serve alcohol at any MAYBA, MAFSA, or Marshall Community Services sponsored events and alcohol shall not be provided for sale or served at Independent School District #413 school events.

6.5 **No Title.** Client has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by the Hitching Post on the Premises. Client shall not operate, remove, or tamper with such equipment, inventory, or other property, except such equipment or other property identified herein.

Hitching Post has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by Client on the Premises. Hitching Post shall not operate, remove, or tamper with such equipment, inventory, or other property, except such equipment or other property as specifically identified herein

7. **Indemnification.**

7.1 **Mutual Indemnification.** Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission or breach of such party.

7.2 **Notification of Claim.** Notification of an event giving rise to an indemnification claim (Notice) must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

7.3 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST



PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT. Nothing in this agreement constitutes a waiver by the Client of any statutory or common law defenses, immunities or limits on liability. The liability of the Client shall be governed by the provisions of Chapter 466 of Minnesota Statutes.

## 8. Insurance.

**8.1 Hitching Post.** Hitching Post shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate:

a. **General Liability** (including contractual, dram shop and products-completed operations liability) in an amount not less than One Million Dollars (\$1,500,000.00) as required by applicable statute.

b. **Worker's Compensation.** Workers' Compensation. Workers' compensation insurance in compliance with all applicable statutes including an all-states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If Hitching Post is not required by statute to carry workers' compensation insurance, Hitching Post agrees: (1) to provide Client with evidence documenting the specific provision under Minnesota Statutes, section 176.041 which excludes Hitching Post from the requirement of obtaining workers' compensation insurance; (2) to provide prior notice to the Client of any change in Hitching Post's exemption status under Minnesota Statutes, section 176.041; and (3) to defend, hold harmless, and indemnify the Client from and against any and all claims and losses brought by Hitching Post or any subcontractor or other person claiming from the Client's workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from Hitching Post's performance of work under this Agreement. If any change in Hitching Post's business requires Hitching Post to obtain workers' compensation insurance, Hitching Post agrees to promptly provide Client with evidence of such insurance coverage.

**8.2 Client.** Client shall obtain and maintain insurance for the Operation Facilities, Services Equipment, Offices, and Utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate, but not less than One Million Dollars (\$1,00,000.00) per occurrence, but not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) to cover claims in the aggregate. Client need not obtain and maintain insurance for Hitching Post's personal property used in conjunction with providing the services herein.

**8.3 Certificates of Insurance.** Certificates of Insurance for such coverage shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to commencement of Services hereunder.

**9. Default.** The occurrence of one or more of the following events shall constitute a default under this Agreement (a Default): (a) Each and every occurrence of a Payment Default (no waiver, deferral, or compromise of any payment obligations or prior Payment Default shall extend to, or constitute a waiver of, any subsequent or other Payment Defaults or impair any Hitching Post termination rights or remedies at law or in equity); (b) A party's failure to perform when due any Obligation under this Agreement (except a Payment Default, which shall be subject to subsection (a) above) when such failure continues for a period of thirty (30) days subsequent to notice thereof; (c) A party's breach of any warranty, representation, or covenant under this Agreement when such failure continues for a period of thirty (30) days subsequent to notice thereof; and (d) A party (i) becomes insolvent or unable to pay its debts as they become due; (ii) ceases to do business as a going concern; or (iii) makes an assignment for the benefit of creditors, applies to or petitions any tribunal for the appointment of a custodian, receiver, or trustee for itself or any substantial part of its assets, or commences any proceeding with respect to itself under any bankruptcy, reorganization, readjustment of debt, insolvency, receivership, dissolution or liquidation law or statute of any jurisdiction, or if it files any such application or petition, or if such proceeding is commenced against a party.



## 10. Dispute Resolution and Governing Law.

10.1 **Good Faith Negotiation.** The Parties agree that any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement, or the breach, termination, validity, or enforceability of any provision of this Agreement (each a Dispute) shall be negotiated between them in good faith in an attempt to reach a just and equitable solution satisfactory to both parties for a period of thirty (30) days.

10.2 **Governing Law; Exclusive Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Any Dispute not remedied within thirty (30) days after complying with the Obligations set forth in 12.1 herein, shall be submitted to State District Courts in Lyon County, Minnesota for litigation, including all requirements to mediate said resolution.

## 11. Miscellaneous.

11.1 **No Assignment.** Neither party may assign this Agreement to an unaffiliated business entity without the prior written consent of the other party.

11.2 **Force Majeure.** In case performance of any Obligations hereunder (other than the payment of monies due) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its Obligations hereunder (other than the payment of monies due) during the period such cause continues, and, if mutually agreed to and if possible, extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

11.3 **Signatures.** Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

11.4 **Notices.** All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one business day after deposit with an overnight courier; or (d) three business days after deposit in the United States mail.

11.5 **Information Technology Security.** In connection with the services being provided hereunder, the Hitching Post may need to operate certain information technology systems not owned by the Client (Non-Client Systems), which may need to interface with or connect to Client's networks, internet access, or information technology systems (Client Systems). The Hitching Post shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If the Hitching Post serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then the Hitching Post will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (Data Protection Rules). If Non-Client Systems interface with or



connect to Client Systems, then Hitching Post will notify Client of the need for the Non-Client System to interface with the Client Systems. Upon receiving this notification, Client and Hitching Post agree to share the expense equally for any necessary changes to the Client Systems that the Parties agree are necessary or prudent to ensure the Hitching Post's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

**11.6 Data Practices.** As required in Minnesota Statutes, section 13.05, subdivision 6, the Hitching Post agrees to comply with the requirements of the Minnesota Data Practices Act (Minnesota Statutes, Chapter 13) with respect to all data created, collected, received, stored, used, maintained, or disseminated by the Hitching Post in the course of providing services under this Agreement.

**11.7 Entire Agreement.** This Agreement constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this Agreement desire or intend that any subsequent other implementing contract agreement entered into between the Parties shall supersede and preempt any conflicting provision of this Agreement whether written or oral.

**11.8 Headings.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction of interpretation of any of its provisions.

**11.9 Executed in Parts.** This Agreement may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Agreement, and may be appended to, any other counterpart. Email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Part.

**11.10 Severability.** In the event that any provision of this Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase, or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, said provision shall be deemed to be written, construed and enforced as so limited.

**11.11 Nondiscrimination.** The Hitching Post agrees to comply with requirements of Minnesota Statutes, section 181.59 regarding nondiscrimination.

**11.12 Documents.** In accordance with Minnesota Statutes, section 16C.05, subdivision 5, the Hitching Post's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the Client and the Minnesota State Auditor for a minimum of six years from the expiration date of this Agreement. The Hitching Posts agrees to comply with any requests for data pursuant to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Effective Date: \_\_\_\_\_

Client: City of Marshall

By: \_\_\_\_\_  
(Authorized Officer or Principal Signature)

Printed Name: **Robert J. Byrnes**

Title: Mayor

By: \_\_\_\_\_  
(Authorized Officer or Principal Signature)

Printed Name: **Kyle Box**

Title: City Clerk

Signature Date: \_\_\_\_\_


Principal Address: 344 W. Main Street, Marshall, MN 56258

Premises Location(s): Amateur Sports Complex, 300 Tiger Drive, Marshall, MN 56258

Client Notice To:

Name: **Preston Stensrud**  
Title: **Park & Recreation Director**

The Hitching Post of Marshall, Inc. d/b/a Hitching Post Eatery and Saloon

By:   
(Authorized Officer or Principal Signature)

Printed Name: **Jordan Handeland**

Title: Owner

Signature Date: 2/22/23

The Hitching Post Notice To:

Name: Hitching Post of Marshall, Inc.

**Attachment #1**

**Services Program: Payment Provisions**

**Commissions** Hitching Post shall pay commissions to the Client within thirty (30) days from the fiscal close of the preceding month in an amount equal to 0% of Gross Sales. "Gross Sales" shall mean all moneys received for sales or Services rendered at or from the Premises.

**Payment Terms** Net fifteen (15) days of Billing Statement date via Client check or electronic fund transfer to the account and banking institution designated by Hitching Post.

**Hours or Days of Operation** Correspond to customary Client operating hours and days of operation, or as otherwise agreed. Food services to be provided by Hitching Post at the following events:

- (a) All School District, MAYBA, and MAFSA sponsored events at the Premises
- (b) All Client (City of Marshall) sponsored youth events at the Premises (no city sponsored events requiring food services during the term of this agreement at the Amateur Sports Complex, unless specifically agreed to by Hitching Post).

Hours of operation shall be at least one-half hour before scheduled event start time and continuing until one-half hour after conclusion of event.

\*Payment of commissions as set forth above is hereby WAIVED for term of this agreement (March 1, 2023 through December 31, 2023). Client (City of Marshall) hereby reserves the right to collect a commission from Hitching Post in subsequent years should this agreement be extended for additional years of service.



**Attachment #2**

Summary of Responsibilities		Hitching Post	Client
Inventory	food, beverages, detergent, paper supplies, postage	X	
Services Equipment			
Fabrics	linens, uniforms	X	
Expendable Equipment	pots, pans, bowls, utensils, measuring/mixing tools, knife sharpening tools	X	
Non-Expendable Equipment	cash drawers & computer processing systems, dining furniture, food-production appliances, kiosks & server/display units, maintenance & sanitation supplies/appliances	X	
Operation Facilities	food production & storage space per Hitching Post specifications		X
Utilities	telephone hardware, lines & service, 220w electric current, lighting fixtures, gas & fuel, HVAC, hot & cold water, steam, refuse collection & removal, facilities sewerage disposal, extermination service, fire safety systems		X
Cleaning	Concession Trailer	X	
Operation & Dining Facilities	windows, ceilings, fans & lighting fixtures, ventilation fittings & interiors, grease traps, restrooms, carpeted areas, walls above 6 ft.		X
	exterior of equipment in food storage & preparation areas, walls up to 6 ft., floors, exterior of hoods & vents, dining furniture	X	
Maintenance	Client Premises, Operation Facilities, Services Equipment, Utilities, Offices		X
Services Staff	adequate staff of qualified Employees & agents to perform Services & related administration	X	



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval to Allow Alcoholic Beverages at City-Owned Facilities and Parks
<b>Background Information:</b>	The Marshall Home Show will be at the Red Baron Arena & Expo from March 24 – 26. Marshall Radio is requesting Brau Brothers Brewing to serve alcohol for the event.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the permit for Alcoholic Beverages at City-Owned Facilities March 24 - 26, 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

**Sub-Arctic Media dba**  
**Marshall Radio**

at Red Baron Arena & Expo  
on March 24 - 26, 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, **February 28, 2023**

(SEAL)

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



Application  
Alcoholic Beverages at City-Owned Facilities and Parks  
License: \$30/Day

Name of Applicant/Organization: Sub-Arctic Media

DBA Name Marshall Radio

Address: 1414 E College Drive City/ST: Marshall, MN

Phone: (507) 532-2282 Email: [REDACTED]

Description of Event: Marshall Home Show

Estimated Attendance: 2,500 Date(s)/Time of Event: March 24-26

On-Sale Intoxicating Liquor License Holder: Brau Brothers

Address: 1010 E. Southview Dr City/ST: Marshall, MN

Phone: (507) 929-2337 Email: [REDACTED]

**Required Submittals:**

- Certificate of Liability Insurance
- Certificate of Compliance Minnesota Worker's Compensation Law Form
- Form SP: C1
- Valid On-Sale Intoxicating Liquor License Issued by the City of Marshall
- Consent of Release of Information

I hereby submit this application for Alcoholic Beverages at City-Owned Facilities and Parks in accordance with the provisions stated in the ordinances of the City of Marshall.

[Signature]  
Signature of Applicant

Aaron Ziemer  
Name (printed)

2/15/23  
Date

Comments/Notes: \_\_\_\_\_

Fee Paid: 2-24-23  
Receipt # \_\_\_\_\_  
Ins. Rec'd \_\_\_\_\_

Approval Date: \_\_\_\_\_  
City Clerk Initials: \_\_\_\_\_

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	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
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 02/17/2023 - 02/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
4549	A & B BUSINESS, INC	02/24/2023	EFT	0.00	2,421.15	12269
6128	ACTION COMPANY LLC	02/24/2023	EFT	0.00	280.00	12270
6412	AG PLUS COOPERATIVE	02/17/2023	EFT	0.00	30.21	12216
0578	AMAZON CAPITAL SERVICES	02/17/2023	EFT	0.00	285.23	12217
0578	AMAZON CAPITAL SERVICES	02/24/2023	EFT	0.00	301.18	12271
3761	AMERICAN BOTTLING CO.	02/24/2023	Regular	0.00	137.59	122492
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	02/24/2023	EFT	0.00	100.01	12272
0630	ARCTIC GLACIER	02/17/2023	Regular	0.00	383.67	122466
6883	AT&T MOBILITY II LLC	02/17/2023	Regular	0.00	38.23	122467
6000	BARCO PRODUCTS	02/17/2023	Regular	0.00	156.70	122468
0688	BELLBOY CORPORATION	02/17/2023	EFT	0.00	9,973.22	12218
0689	BEND RITE CUSTOM FABRICATION, INC.	02/17/2023	Regular	0.00	70.00	122469
0699	BEVERAGE WHOLESALERS, INC.	02/17/2023	Regular	0.00	17,231.56	122470
0699	BEVERAGE WHOLESALERS, INC.	02/24/2023	Regular	0.00	33,668.15	122493
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	02/17/2023	Bank Draft	0.00	6,879.80	DFT0002680
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	02/17/2023	Bank Draft	0.00	1,031.97	DFT0002681
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	02/17/2023	Bank Draft	0.00	54,623.40	DFT0002682
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	02/17/2023	Bank Draft	0.00	4,551.95	DFT0002683
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	02/22/2023	Bank Draft	0.00	9,347.06	DFT0002706
0724	BOLTON & MENK INC	02/17/2023	EFT	0.00	1,170.00	12219
0724	BOLTON & MENK INC	02/24/2023	EFT	0.00	53,761.60	12273
0726	BORCH'S SPORTING GOODS, INC.	02/17/2023	EFT	0.00	94.98	12220
0018	BORDER STATES INDUSTRIES, INC.	02/24/2023	EFT	0.00	45.20	12274
3829	BRAU BROTHERS	02/24/2023	EFT	0.00	545.00	12275
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	02/17/2023	Regular	0.00	5,026.94	122471
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	02/24/2023	Regular	0.00	4,540.86	122494
7197	BRIFFETT, SUSAN	02/17/2023	Regular	0.00	335.00	122473
6791	CAPITAL ONE	02/17/2023	Regular	0.00	391.18	122474
6791	CAPITAL ONE	02/24/2023	Regular	0.00	79.40	122495
0799	CARLOS CREEK WINERY, INC	02/17/2023	Regular	0.00	735.00	122475
0802	CARLSON & STEWART REFRIGERATION, INC.	02/24/2023	EFT	0.00	388.10	12276
0815	CATTOOR OIL COMPANY, INC	02/17/2023	EFT	0.00	4,001.80	12221
5733	CLARITY TELECOM, LLC	02/17/2023	EFT	0.00	2,663.49	12222
5733	CLARITY TELECOM, LLC	02/24/2023	EFT	0.00	299.51	12277
6262	COMPASS GROUP USA, INC.	02/24/2023	Regular	0.00	3,768.68	122496
6294	CREDIT BUREAU OF ALEXANDRIA	02/17/2023	EFT	0.00	35.00	12223
0919	CRYSTEEL TRUCK EQUIPMENT INC	02/17/2023	EFT	0.00	615.00	12224
0934	D & G EXCAVATING INC	02/17/2023	EFT	0.00	2,029.25	12225
3819	DACOTAH PAPER CO	02/24/2023	EFT	0.00	149.19	12278
7102	DAHLHEIMER BEVERAGE	02/17/2023	EFT	0.00	2,113.85	12226
0966	DELTA DENTAL OF MINNESOTA	02/17/2023	Bank Draft	0.00	5,453.62	DFT0002693
0966	DELTA DENTAL OF MINNESOTA	02/22/2023	Bank Draft	0.00	954.16	DFT0002707
4356	DIGI-KEY, INC	02/17/2023	EFT	0.00	14.49	12227
5731	DOLL DISTRIBUTING LLC	02/17/2023	EFT	0.00	23,077.05	12228
5731	DOLL DISTRIBUTING LLC	02/24/2023	EFT	0.00	15,728.15	12279
3566	ELECTRIC MOTOR CO	02/24/2023	EFT	0.00	284.07	12280
1090	FASTENAL COMPANY	02/17/2023	EFT	0.00	370.99	12229
1122	FLAHERTY & HOOD, P.A.	02/17/2023	EFT	0.00	9,552.50	12230
7195	FLINT HILLS RESOURCES	02/17/2023	Regular	0.00	150.00	122476
1158	GALLS INC	02/17/2023	EFT	0.00	42.07	12231
1158	GALLS INC	02/24/2023	EFT	0.00	194.88	12281
1201	GRAINGER INC	02/24/2023	EFT	0.00	124.53	12282
3760	GROWMARK INC.	02/17/2023	EFT	0.00	1,870.79	12232
1230	HACH COMPANY	02/17/2023	EFT	0.00	1,656.91	12233

Council Check Report

Date Range: 02/17/2023 - 02/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1256	HAWKINS INC	02/17/2023	EFT	0.00	13,370.41	12234
1325	ICMA RETIREMENT TRUST #300877	02/17/2023	EFT	0.00	50.00	12235
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	02/24/2023	EFT	0.00	576.07	12283
1358	INTERNAL REVENUE SERVICE	02/17/2023	Bank Draft	0.00	11.88	DFT0002673
1358	INTERNAL REVENUE SERVICE	02/17/2023	Bank Draft	0.00	217.97	DFT0002674
1358	INTERNAL REVENUE SERVICE	02/17/2023	Bank Draft	0.00	2.78	DFT0002675
1358	INTERNAL REVENUE SERVICE	02/17/2023	Bank Draft	0.00	28,181.22	DFT0002698
1358	INTERNAL REVENUE SERVICE	02/17/2023	Bank Draft	0.00	23,564.51	DFT0002699
1358	INTERNAL REVENUE SERVICE	02/17/2023	Bank Draft	0.00	8,560.62	DFT0002700
1399	JOHNSON BROTHERS LIQUOR COMPANY	02/17/2023	EFT	0.00	9,386.79	12236
1399	JOHNSON BROTHERS LIQUOR COMPANY	02/24/2023	EFT	0.00	11,278.52	12287
2036	JOHNSON BROTHERS LIQUOR COMPANY	02/17/2023	EFT	0.00	9,435.11	12237
2036	JOHNSON BROTHERS LIQUOR COMPANY	02/24/2023	EFT	0.00	7,686.09	12285
2605	JOHNSON BROTHERS LIQUOR COMPANY	02/24/2023	EFT	0.00	2,695.82	12286
5447	JOHNSON BROTHERS LIQUOR COMPANY	02/17/2023	EFT	0.00	1,289.30	12238
5447	JOHNSON BROTHERS LIQUOR COMPANY	02/24/2023	EFT	0.00	30.40	12284
4140	KRUSE FORD-LINCOLN-MERCURY, INC	02/17/2023	EFT	0.00	519.66	12239
5138	L & A SYSTEMS, LLC	02/24/2023	EFT	0.00	2,073.68	12288
3653	LANGUAGE LINE SERVICES	02/17/2023	EFT	0.00	211.68	12240
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	02/17/2023	Regular	0.00	1,604.49	122477
7198	LIEDER, DAN	02/17/2023	EFT	0.00	148.71	12241
7177	LOUWAGIE, BRANDON MICHAEL	02/24/2023	EFT	0.00	200.00	12289
1545	LYON COUNTY HIGHWAY DEPARTMENT	02/17/2023	EFT	0.00	21,557.97	12242
1548	LYON COUNTY LANDFILL	02/17/2023	EFT	0.00	10.00	12243
6292	MADDEN, GALANTER, HANSEN, LLP	02/17/2023	EFT	0.00	1,003.27	12244
1604	MARSHALL AREA CHAMBER OF COMMERCE	02/17/2023	EFT	0.00	20.00	12245
1604	MARSHALL AREA CHAMBER OF COMMERCE	02/24/2023	EFT	0.00	940.00	12290
3799	MARSHALL BOY'S BASKETBALL BOOSTERS	02/17/2023	Regular	0.00	1,000.00	122478
4874	MARSHALL GIRL'S BASKETBALL BOOSTERS	02/17/2023	Regular	0.00	517.50	122479
6961	MARSHALL GYMNASSTICS BOOSTERS	02/17/2023	Regular	0.00	1,000.00	122480
5335	MARSHALL HS BASEBALL BOOSTERS	02/17/2023	Regular	0.00	1,000.00	122481
1623	MARSHALL INDEPENDENT, INC	02/17/2023	Regular	0.00	417.00	122482
1623	MARSHALL INDEPENDENT, INC	02/24/2023	Regular	0.00	17.00	122497
5813	MARSHALL LUMBER CO	02/17/2023	EFT	0.00	389.09	12246
5813	MARSHALL LUMBER CO	02/24/2023	EFT	0.00	4.68	12291
1633	MARSHALL MUNICIPAL UTILITIES	02/17/2023	EFT	0.00	7,519.67	12247
1633	MARSHALL MUNICIPAL UTILITIES	02/24/2023	EFT	0.00	2,020.25	12292
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	02/17/2023	EFT	0.00	12.83	12248
3545	MARSHALL RADIO	02/17/2023	EFT	0.00	300.00	12249
6586	MCDYER TOOLS	02/17/2023	Regular	0.00	86.50	122483
7077	MEDSURETY, LLC	02/17/2023	Bank Draft	0.00	11,335.79	DFT0002691
7077	MEDSURETY, LLC	02/17/2023	Bank Draft	0.00	6,854.60	DFT0002696
1695	MEIER ELECTRIC INC OF MARSHALL	02/24/2023	EFT	0.00	1,312.50	12293
4980	MENARDS INC	02/17/2023	EFT	0.00	149.47	12250
4980	MENARDS INC	02/24/2023	EFT	0.00	247.56	12294
1791	MINNESOTA COUNTY ATTORNEYS ASSOC	02/17/2023	Regular	0.00	66.00	122484
1818	MINNESOTA DEPARTMENT OF REVENUE	02/17/2023	Bank Draft	0.00	112.57	DFT0002676
1818	MINNESOTA DEPARTMENT OF REVENUE	02/17/2023	Bank Draft	0.00	46,468.00	DFT0002679
1818	MINNESOTA DEPARTMENT OF REVENUE	02/17/2023	Bank Draft	0.00	401.97	DFT0002697
1818	MINNESOTA DEPARTMENT OF REVENUE	02/17/2023	Bank Draft	0.00	11,477.67	DFT0002701
3669	MINNESOTA STATE RETIREMENT SYSTEM	02/17/2023	Bank Draft	0.00	9,500.76	DFT0002694
1757	MN CHILD SUPPORT PAYMENT CENTER	02/17/2023	Bank Draft	0.00	386.70	DFT0002689
1757	MN CHILD SUPPORT PAYMENT CENTER	02/17/2023	Bank Draft	0.00	546.74	DFT0002690
6422	MN STATE LOTTERY	02/17/2023	Bank Draft	0.00	26.19	DFT0002678
1864	MONTES ELECTRIC INC	02/24/2023	Regular	0.00	1,479.79	122498
1877	MOTION INDUSTRIES INC	02/24/2023	EFT	0.00	57.77	12295
7196	MUNKEL, KARLA	02/17/2023	Regular	0.00	25.00	122485
1897	MWOA	02/17/2023	Regular	0.00	15.00	122486
2512	NATIONWIDE RETIREMENT	02/17/2023	Bank Draft	0.00	375.00	DFT0002671
2512	NATIONWIDE RETIREMENT	02/17/2023	Bank Draft	0.00	1,211.73	DFT0002672
2512	NATIONWIDE RETIREMENT	02/17/2023	Bank Draft	0.00	150.00	DFT0002684

Council Check Report

Date Range: 02/17/2023 - 02/28/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1945	NORM'S GTC	02/17/2023	Regular	0.00	194.02	122487
1945	NORM'S GTC	02/24/2023	Regular	0.00	62.97	122499
1986	NORTH CENTRAL INTERNATIONAL, INC	02/17/2023	EFT	0.00	397.19	12251
1946	NORTH CENTRAL LABS	02/17/2023	EFT	0.00	852.99	12252
6463	OFFICE OF MNIT SERVICES	02/17/2023	Regular	0.00	695.15	122488
5891	ONE OFFICE SOLUTION	02/17/2023	EFT	0.00	395.14	12253
5891	ONE OFFICE SOLUTION	02/24/2023	EFT	0.00	22.80	12296
3809	O'REILLY AUTOMOTIVE STORES, INC	02/17/2023	EFT	0.00	24.82	12254
5117	PARSONS, DAVE	02/17/2023	EFT	0.00	43.00	12255
1243	PATZERS INC	02/17/2023	EFT	0.00	49.99	12256
1243	PATZERS INC	02/24/2023	EFT	0.00	5.10	12297
2019	PAUSTIS WINE COMPANY	02/24/2023	EFT	0.00	5,218.40	12298
5707	PAYPAL INC	02/17/2023	Bank Draft	0.00	29.99	DFT0002677
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	02/24/2023	EFT	0.00	96.50	12299
2028	PERA OF MINNESOTA REG	02/17/2023	Bank Draft	0.00	55,618.89	DFT0002692
2064	POWERPLAN	02/17/2023	Regular	0.00	1,844.92	122489
7049	POWERS, BEN	02/17/2023	EFT	0.00	130.00	12257
6166	PULVER MOTOR SVC, LLC	02/17/2023	EFT	0.00	80.00	12258
5965	R&R SPECIALTIES INC	02/24/2023	EFT	0.00	579.95	12300
7194	RACE FORWARD	02/17/2023	Regular	0.00	1,000.00	122490
5732	RITE	02/17/2023	EFT	0.00	772.88	12259
0707	ROADSIDE DEVELOPERS INC	02/17/2023	Regular	0.00	150.00	122491
0707	ROADSIDE DEVELOPERS INC	02/24/2023	Regular	0.00	1,137.45	122500
5180	RTVISION INC	02/17/2023	EFT	0.00	196.50	12260
2201	RUNNING SUPPLY, INC	02/17/2023	EFT	0.00	165.20	12261
2201	RUNNING SUPPLY, INC	02/24/2023	EFT	0.00	7.98	12301
4855	SOUTHERN GLAZER'S	02/17/2023	EFT	0.00	10,867.15	12262
4855	SOUTHERN GLAZER'S	02/24/2023	EFT	0.00	17,973.26	12302
4385	STUART C IRBY CO.	02/17/2023	EFT	0.00	63.21	12263
6202	SUNDANCE AUTO REPAIR	02/24/2023	Regular	0.00	383.40	122501
0875	THE COMPUTER MAN INC	02/17/2023	EFT	0.00	2,001.00	12264
2429	TKDA	02/24/2023	EFT	0.00	67,400.11	12303
7170	TRANSFIRST/MERCHANT SERVICES	02/24/2023	Regular	0.00	42.96	122502
3443	VALIC DEFERRED COMP	02/17/2023	Bank Draft	0.00	941.61	DFT0002685
3443	VALIC DEFERRED COMP	02/17/2023	Bank Draft	0.00	1,376.92	DFT0002686
6370	VANKEULEN, KURTIS	02/17/2023	EFT	0.00	238.78	12265
6370	VANKEULEN, KURTIS	02/24/2023	EFT	0.00	208.00	12304
4489	VERIZON WIRELESS	02/17/2023	EFT	0.00	35.01	12266
4489	VERIZON WIRELESS	02/24/2023	EFT	0.00	39.02	12305
4489	VERIZON WIRELESS	02/24/2023	EFT	0.00	400.10	12306
4489	VERIZON WIRELESS	02/24/2023	EFT	0.00	1,447.66	12307
2538	VIKING COCA COLA BOTTLING CO.	02/17/2023	EFT	0.00	320.85	12267
2538	VIKING COCA COLA BOTTLING CO.	02/24/2023	EFT	0.00	257.40	12308
4594	VINOPIA INC	02/17/2023	EFT	0.00	1,142.83	12268
6085	VOYA - INVESTORS CHOICE	02/17/2023	Bank Draft	0.00	2,088.43	DFT0002695

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	58	36	0.00	79,452.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	31	31	0.00	292,284.50
EFT's	162	93	0.00	340,149.52
	<b>251</b>	<b>160</b>	<b>0.00</b>	<b>711,886.13</b>



### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	58	36	0.00	79,452.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	31	31	0.00	292,284.50
EFT's	162	93	0.00	340,149.52
	<b>251</b>	<b>160</b>	<b>0.00</b>	<b>711,886.13</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	2/2023	711,886.13
			<b>711,886.13</b>

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	David Locke, Stockwell Engineers
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Consider Amendment to Marshall Aquatics Center-Phase 1 Agreement Between City of Marshall and Stockwell Engineers, Inc
<b>Background Information:</b>	<p>The original Agreement with Stockwell was initiated on siting the location of the aquatic center on the current location. 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.</p> <p>David Locke will be present this amendment and also review a timeline of next steps with the aquatic center project to ensure that if the city can proceed with aquatic center construction, we can be timely with bidding and construction.</p>
<b>Fiscal Impact:</b>	\$29,800
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Approve the Amendment to Marshall Aquatics Center-Phase 1 Agreement Between City of Marshall and Stockwell Engineers, Inc in the amount of \$29,800.00

## AGREEMENT FOR PROFESSIONAL SERVICES

**Project:** Marshall Aquatics Center – Ph. 1

**Stockwell Project No.:** 21045

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 4<sup>th</sup> day of March, 2021, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF MARSHALL**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** City of Marshall

**Address:** 344 W Main Street | Marshall, MN 56258

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached Proposal for Professional Services dated March 4, 2021. In general, the Project consists of survey, predesign and schematic design services for the new Marshall Aquatics Center based on approved July 2019 concept plan prepared by others.

**Compensation:** In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

**Basic Compensation:** Lump sum \$193,200.00 excluding sales tax

**Additional Services Multiplier:** 1.0 times the expense incurred by the Engineer

**Reimbursable Expense Multiplier:** 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT: CITY OF MARSHALL**

**STOCKWELL ENGINEERS, INC.**

Signed: Sharon Hanson

Signed: Jon Brown

Name (printed): Sharon Hanson

Name (printed): Jon Brown, P.E.

Title: City Administrator

Title: President

Date: 5/13/2021

Date: 5/14/21

# Proposal for Professional Services

City of Marshall  
Marshall Aquatics Center – Phase I



21045 | SEI No.  
Marshall Aquatics Center Study Site Plan | Encl  
Survey Limits

May 12, 2021

Mr. Scott VanDerMillen  
City of Marshall  
344 W Main Street  
Marshall, MN 56258  
[Scott.VanDerMillen@ci.marshall.mn.us](mailto:Scott.VanDerMillen@ci.marshall.mn.us)

Re: Proposal for Professional Services  
Marshall Aquatics Center – Phase I

Dear Mr. VanDerMillen,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Marshall Aquatics Center – Phase I (the “Project”). Stockwell’s services will be provided in the manner described in this Proposal. The **City of Marshall** is referred to as the “Client.”

## Acknowledgments

**Client:** City of Marshall

**Project:** Marshall Aquatics Center – Phase I

**Description:** In general, the Project consists of survey, predesign and schematic design services for the new Marshall Aquatics Center based on approved July 2019 concept plan prepared by others. Project limits shall be as identified in the attached illustration.

## Scope of Basic Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

### Task 1 | Project Establishment

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.
- 1.3 Establish list of Stakeholders.

# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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- 1.4 Coordinate and conduct project coordination meetings with Client's steering committee estimated on monthly basis (estimate 6 meetings).
- 1.5 Public Information Gathering.
  - 1.5.1 Schedule and conduct individual stakeholder group meetings over a 2-day period. Client to assist with determining which groups will be included in the meetings. Stockwell will prepare a presentation for the meetings. Meeting topics to include:
    - Aquatic programming exercise.
    - Discuss aquatic goals, activities and programming.
  - 1.5.2 Facilitate one (1) public meeting for the purpose of gathering information.
    - Conduct aquatic programming exercise to generate ideas for aquatic facility improvements.
    - Discuss community desired aquatic elements and ideas.
    - Provide information regarding project progress and timeline.
- 1.6 Develop aquatic program consisting of prioritized aquatic goals, objectives and intended activities and uses of the aquatic spaces and features.

## Task 2 | Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Request permission to survey on private property. Where denied, Client shall negotiate and provide Site.
- 2.3 Research existing easements and plats of record at county courthouse for properties within and adjacent to the project. Client to provide title search if necessary.
- 2.4 Locate existing boundary markers at the time of the survey.
- 2.5 Establish benchmarks and control points throughout site.
- 2.6 Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
- 2.7 Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
- 2.8 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

## Task 3 | Schematic Design

- 3.1 Coordinate with existing Client contracted geotechnical or other exploratory service. Client to contract services separately and provide report to be included in Stockwell's construction documents. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by Client's agents.
- 3.2 Recommend location and extent of exploratory services necessary for the Project.

# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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- 3.3 Aquatic mechanical and details review.
- 3.4 Confirm project goals and requirements and develop spatial relationships of the Project components.
  - 3.4.1 Pool with zero depth entry, play structure and features, one water slide and climbing wall.
  - 3.4.2 Splash pad with interactive play features.
  - 3.4.3 25Y x 4-lane multipurpose, lap and program pool with diving well.
  - 3.4.4 Shade structures.
  - 3.4.5 Bathhouse (4,600 SF).
  - 3.4.6 Outdoor concession area.
  - 3.4.7 Mechanical building (1,900 SF).
  - 3.4.8 Park picnic shelters.
  - 3.4.9 Parking lot adjustments.
  - 3.4.10 Adjustment to surrounding impacted park features (i.e. pathways).
  - 3.4.11 Bicycle parking area.
- 3.5 Develop preliminary opinion of estimated construction costs for the Project.
- 3.6 Submit electronic pdf copy of schematic design (35%) documents (plans, sections and narrative) to Client for review.
  - 3.6.1 Pool sub-consultant to select preliminary mechanical equipment and develop layout.
  - 3.6.2 Architect sub-consultant to prepare conceptual plans and renderings for bathhouse and pool mechanical building.
- 3.7 Attend with Client schematic design submittal review meeting.
- 3.8 Coordinate and conduct public meeting. Prepare informative exhibits and presentations as necessary.
- 3.9 Present schematic design to City Council.

[Deliverables: Schematic design documents; and cost estimates.](#)

## Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Geotechnical or other exploratory services.
- Private utility locate.
- Title search of properties.
- Review or filing fees.
- Referendum guidance.
- Phase 2 – Design Development, Construction Documents, Bidding
  - estimated \$360,000.00 ± TBD (*This fee is an estimate only and will be determined at a later date based on the construction budget, currently estimated at \$6.9M*)

# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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- Phase 3 – Construction Administration
  - *estimated \$103,000.00 ± TBD (This fee is an estimate only and will be determined at a later date based on the construction budget, currently estimated at \$6.9M)*

## Additional Scope of Work

### Phase 2 | Design Development

- 1.1 Layout and design the site improvements based on Client approved schematic plan.
- 1.2 Design improvements in coordination with Client's staff.
- 1.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 1.4 Design sanitary sewer and water services with project limits to Client's standards.
- 1.5 Design drainage facilities to intercept and convey runoff in conformance with Client's standards. Identify watershed boundaries based on best available contour data for the area. Determine runoff potential for minor and major storm events. Evaluate flood conditions and inundation levels.
- 1.6 Layout site dimensionally to satisfy parking needs and traffic movement in compliance with minimum requirements of the Client. Coordinate parking lot design with drainage facilities. Design pavements in conformance with Client's standards. Client's geotechnical firm to perform California Bearing Ratio (CBR) evaluation of existing site and provide recommendations to Stockwell.
- 1.7 Design project to comply with the Americans with Disabilities Act (ADA). Notify Client of conditions which prevent or limit compliance with the ADA. Client to provide Stockwell guidance for proceeding or variances from the ADA.
- 1.8 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 1.9 Design landscape features including irrigation complying with Client's minimum design requirements and/or standards.
- 1.10 Design aquatic areas and systems by pool sub-consultant.
- 1.11 Design bathhouse and mechanical building by architect sub-consultant.
- 1.12 Design site lighting by electrical engineer sub-consultant.
- 1.13 Design PA system. Client to provide IT/control access vendor to assist with design.
- 1.14 Determine removal limits for the Project site.
- 1.15 Prepare Project plan submittal documents.
- 1.16 If applicable, coordinate and conduct meetings with public and private utility companies.
- 1.17 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 1.18 Submit electronic pdf copy of design development (65%) documents to Client for review.
- 1.19 Attend with Client schematic design submittal review meeting.
- 1.20 Update preliminary opinion of estimated construction costs for the Project.

### Phase 2 | Construction Documents

- 1.1 Finalize design.



# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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- 1.2 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site, and will be suitable for review by permitting agencies with jurisdiction over the project.
- 1.3 Perform Internal Quality Assurance Procedures
- 1.4 Submit three copies of construction (95%) documents and Stockwell's opinion of probable construction costs to Client for review.
- 1.5 Address comments to review documents and incorporate into final deliverables.
- 1.6 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction costs and three paper copies of final construction documents for bidding purposes.
- 1.7 Present final design at City Council meeting.

## Phase 2 | Bidding

- 1.8 Provide bidding documents to prospective bidders.
- 1.9 Maintain a list of plan holders.
- 1.10 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 1.11 Attend the bid opening.
- 1.12 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.

## Phase 3 | Construction Administration

- 1.1 Prepare construction agreement and submit to Contractor for signature.
- 1.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 1.3 Prepare Contractor's notice to proceed.
- 1.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 1.5 Coordinate with Client's geotechnical engineer for material testing services. Material testing agent will be hired directly by Client. Client is responsible for paying the cost of material testing. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its testing firm.
- 1.6 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 1.7 Coordinate and conduct one public meeting. Prepare informative exhibits and presentations as necessary.
- 1.8 Review and make comment on shop drawings or other product submittals from contractor
- 1.9 Conduct biweekly site visits to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to



# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.

- 1.10 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 1.11 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 1.12 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 1.13 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 1.14 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 1.15 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in additional effort by Stockwell shall be considered an additional service.
- 1.16 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.

## Compensation

Compensation for services provided by Stockwell pursuant to this Phase 1 Project Proposal will be on a **lump sum basis, in an amount of \$193,200.00 excluding sales or excise tax**. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

Where compensation for Basic Services through Lump Sum method of payment is specified, Client shall pay Stockwell for Basic Services as follows:

- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the Lump Sum, Stockwell is also entitled to reimbursement from Client for Reimbursable Expenses. The portion of the Lump Sum amount billed for Stockwell's services will be based upon Stockwell's estimate of the percentage of the total services actually completed during the billing period. Stockwell may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total Lump Sum amount unless approved in writing by the Client.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.  
President

ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING

# CONCEPT PLANS

## Site



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



Bath house including concessions, office and changing areas.



Splash pad with water play features and no standing water



Outdoor seating area for concessions, within view of aquatics area



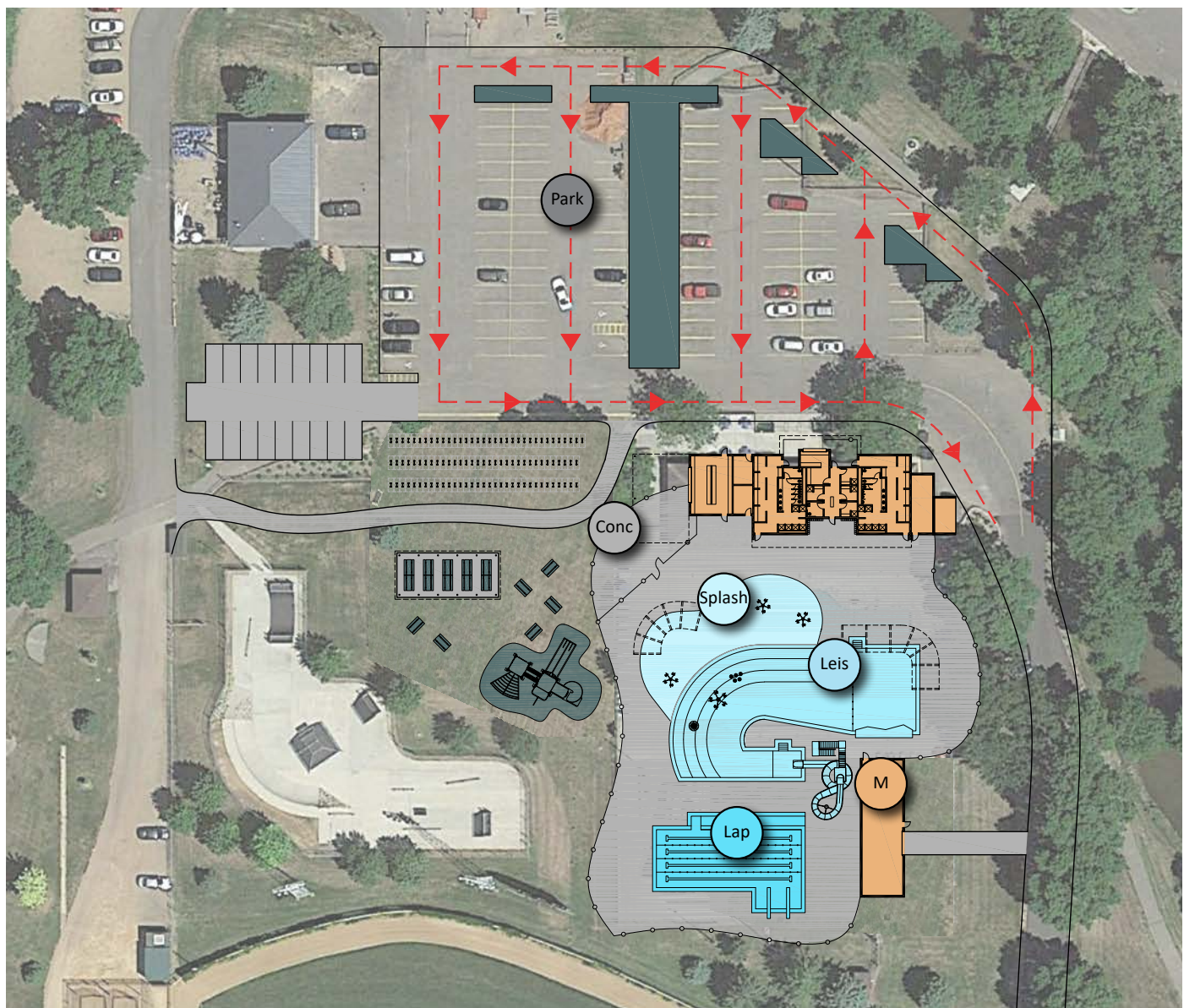
Pool equipment and mechanical space



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



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



Site plan of recommended aquatics center





21045 - survey limits.dwg

# Survey Limits

Item 13. **atics Center**



Not to Scale



**STOCKWELL**  
3/3/2021 SEI No: 21045



**MARSHALL**

## STANDARD TERMS AND CONDITIONS

### A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

### B. Fees and Payment.

**1.0 Invoices.** Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; and (2) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

**2.0 Payment Due.** Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice.

**3.0 Failure to Pay.** Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

**4.0 Interest on Late Payments.** In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

### C. Owner's Responsibilities.

**1.0 Client to Provide Information.** Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

**2.0 Client to Provide Contractors.** Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

**3.0 Client to Provide Representative.** Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

**4.0 Client to Provide Notice.** Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

### D. Miscellaneous Provisions.

#### 1.0 Insurance/Indemnification/Risk Allocation

**1.1 Insurance/Limitation of Stockwell's Liability.** Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

**1.2 Professional Liability.** Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, caused by the negligence of Stockwell.

**1.3 Hazardous Materials – Indemnification by Client.** Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, whether sudden or not.

**1.4 No Governmental Action Liability.** Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

**1.5 Warranty.** Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

**2.0 Documents.** Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

**2.2 Environmental.** Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

**3.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project

construction costs will not vary from Stockwell's opinion of probable construction costs.

- 4.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 5.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
- 9.1 Client's Default.** If Client breaches any of the terms of this Agreement, Stockwell, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 9.2 Stockwell's Default.** If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of Minnesota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Lyon County District Court, Marshall, Minnesota, and may not be removed to federal district court, nor may venue be changed to any other District court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.
- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

# AMENDMENT TO AGREEMENT

**Project:** Marshall Aquatics Center – Phase 1

**Stockwell Project No.:** 21045

This is an Amendment to the Agreement for Professional Services (hereinafter "Agreement") dated May 21, 2021, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF MARSHALL**, (hereinafter "Client"), for the above-mentioned project. Revisions to the Agreement are as described below.

**Client** City of Marshall  
344 W Main Street  
Marshall, MN 56258

**Amendment No. 1**

**Attachments:** Agreement Amendment

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached correspondence dated January 27, 2023.

**Compensation:** In consideration of the change in Work, compensation shall be amended as follows:

Original Agreement Amount:	\$193,200.00
Net Previous Amendments (None):	\$0.00
Current Agreement Amount:	\$193,200.00
<b>Change this Amendment:</b>	<b>\$29,800.00</b>
New Agreement Amount:	\$223,000.00

Client and Stockwell hereby amend the Agreement as set forth within. In all other respects, the original Agreement is to remain unchanged and in full force between the undersigned.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT**

**STOCKWELL ENGINEERS, INC.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): Jon Brown, P.E.

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Agreement Amendment

City of Marshall  
Marshall Aquatics Center – Phase 1

21045| SEI No.  
Amendment/Survey Limits| Encl

January 27, 2023

Ms. Sharon Hanson  
City of Marshall  
344 W Main Street  
Marshall, MN 56258  
[Sharon.Hanson@ci.marshall.mn.us](mailto:Sharon.Hanson@ci.marshall.mn.us)

Re: Marshall Aquatics Center – Phase 1

Dear Sharon,

Please accept this letter and scope of work/fee proposal as a request for a services agreement amendment. Per your request, Stockwell will provide the following services:

- Survey new project location as illustrated on attached exhibit.
  - Locate existing boundary markers at the time of the survey.
  - Establish benchmarks and control points throughout site.
  - Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
  - Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
  - Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.
- Develop (2) additional site and aquatics concepts for two alternate sites with cost estimates.
  - Develop perspective renderings of design for meetings.
- Conduct project kick-off meeting for new concept and new project location with steering committee.
  - Review concept at new site.
  - Re-affirm project goals and cost estimates.
  - Discuss project timeline.
- Address Client comments for final concept plan and cost estimate.

If you have any questions, please contact our office.

Sincerely,

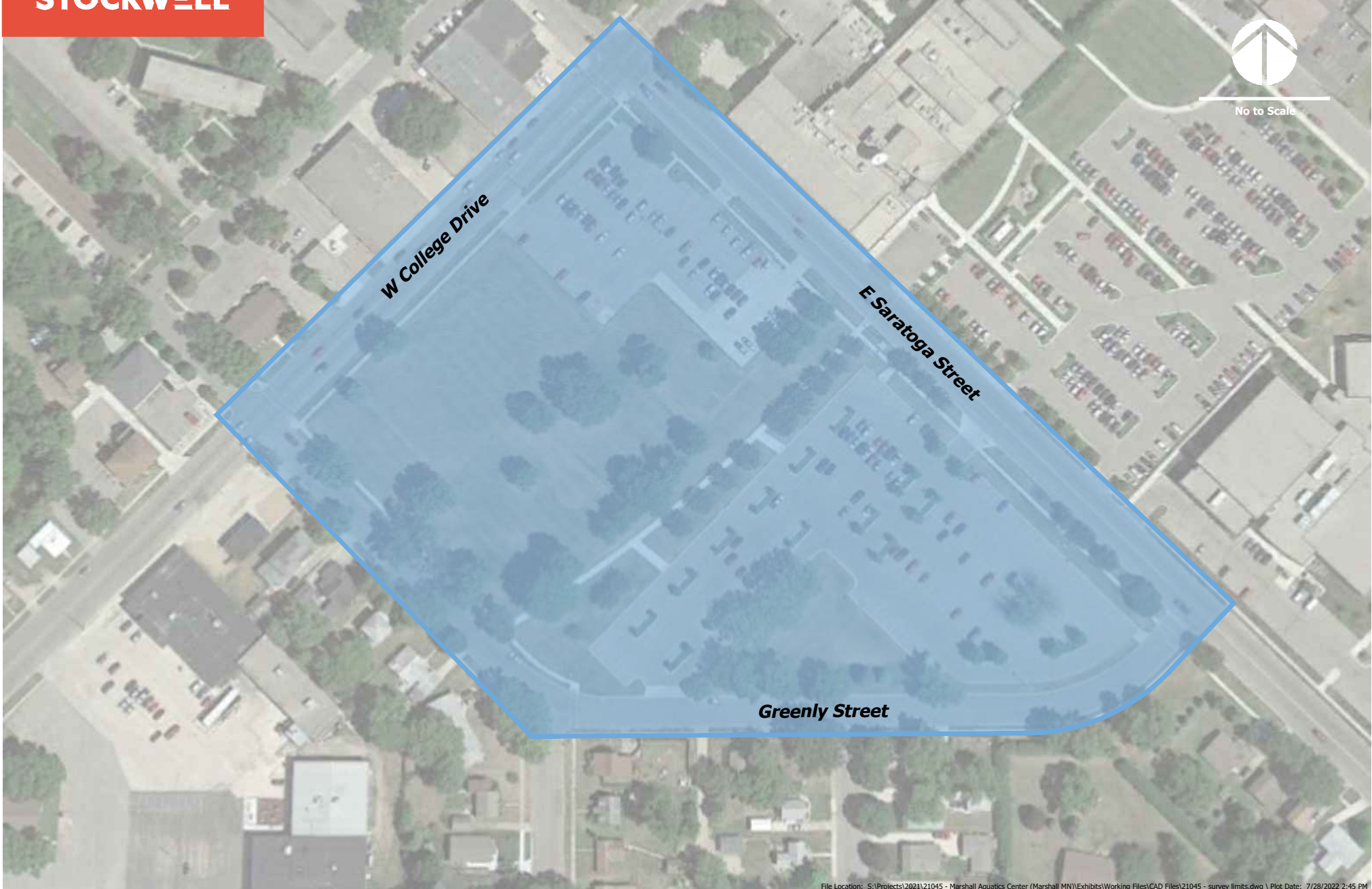
STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.  
President



No to Scale



File Location: S:\Projects\2021\21045 - Marshall Aquatics Center (Marshall MN)\Exhibits\Working Files\CAD Files\21045 - survey limits.dwg \ Plot Date: 7/28/2022 2:45 PM

# Amendment/Survey Limits

Item 13. Aquatics Center



7/28/2022 SEI#21045





**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Wastewater Rate Study: Consider Acceptance of Wastewater Rate Study Proposal with Bolton & Menk, Inc.
<b>Background Information:</b>	Attached is the proposal from Bolton & Menk, Inc. for reviewing and updating the City of Marshall wastewater rate system. The proposed study will include a review of financial data to develop projected annual revenue requirements, develop a rate model allocating costs to operational components, and prepare a report with recommended modifications to the rate system.
<b>Fiscal Impact:</b>	The proposal is to provide the services on an hourly basis, for a not-to-exceed amount of \$20,000.00. The 2023 Wastewater budget includes \$20,000 in Account# 602-49500-53110 General Professional Services.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	That the Council authorize acceptance of the attached Wastewater Rate Study Proposal with Bolton & Menk, Inc. of Mankato, Minnesota, on an hourly basis, for a not-to-exceed amount of \$20,000.00.



Real People. Real Solutions.

1960 Premier Drive  
Mankato, MN 56001-5900

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

February 24, 2023

Scott Truedson, Wastewater Supt.  
City of Marshall  
600 Erie Road  
Marshall, MN 55057-2565

RE: Wastewater Rate Study Proposal  
City of Marshall, Minnesota

Dear Scott,

As we discussed, I am pleased to present this proposal for reviewing and updating the City of Marshall wastewater rate system. This proposal will describe our understanding of the study, define our scope of work, and provide you with an estimate of the cost of our services. Our understanding is the rate study is scheduled for 2023, with a start date to be determined depending on when final financial data for 2022 is available.

The proposed study will include a review of financial data to develop projected annual revenue requirements, develop a rate model allocating costs to operational components, and prepare a report with recommended modifications to the rate system. Tasks to accomplish this scope of work are as follows:

#### **Task 1 – Review and Gather Background Information**

Information required for the rate analysis will be assembled, reviewed, and analyzed. This information will include the following items: number of users by classification; present and future annual wastewater flows and loads; flows and loads from major contributors; operation and maintenance costs; existing and projected debt service costs for wastewater improvements; annual capital costs (not paid for by debt); and actual and projected wastewater/water sales.

#### **Task 2 – Analysis of Existing Wastewater User Charge System**

Once the information has been compiled and reviewed with city staff, an analysis of the current user charge system will be completed. This review will include the following:

1. Review and summarize past and current capital, operation, and maintenance budgets.
2. Develop capital, operation, and maintenance budget projections over the next five years.
3. Determine the allocation of revenue by customer class.
4. Review current rate information and evaluate the need for rate increases to meet budget requirements.

Analysis of the existing charge system will identify whether the existing system is providing adequate revenue over the next five years and will provide a basis for comparison for any of the proposed rate adjustments and their impact on user classes.

### **Task 3 – Determination of the Costs of Service**

To evaluate the distribution of costs to each user class, a cost-of-service allocation will be developed. The purpose of the cost allocation is to express the cost of service in terms of the cost of providing wastewater services based on customers' average and peak flows, use, costs related to meters, service connections, billing, and strength of the wastewater; and then to distribute the costs fairly to the various classes of users.

The first step is to allocate the costs to the various cost components. This step results in a matrix that takes the cost for each plant or system component and allocates this cost to the various treatment and operational parameters. The parameters that will be utilized for this allocation include flow, Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), administration, phosphorous, and ammonia.

The second step in cost allocation is to distribute the costs by cost component to the various classes of users. This involves determining the units of service (number of meters, volume of wastewater generated and billed, pounds of wastewater components), determining the unit costs associated with each unit of service, and then distributing the costs to the user classes based on their respective shares of each of the units of service. The distribution of costs to each class then represents the allocation of revenue expected from each class of user.

Once the costs are allocated to each user class, they will be compared to the allocation of revenue by user class. This comparison will determine whether the existing charge system equitably distributes costs to the various user classes, or whether adjustments are required to accomplish an equitable charge system.

### **Task 4 – Development of Rate Structure**

Based on the results of the analysis of the existing charge system, and the development of a cost-of-service allocation, a proposed rate charge system will be developed in collaboration with your financial advisor and finance department. The goal of rate structure design is to relate the cost of service to the user classes while maintaining simplicity and ease of implementation. The rate structure developed will use the existing charge system as a base, with recommendations for modifications based on alleviating any cost inequalities identified in the development of the cost of service. In addition, some of the treatment and operational parameters costs may be combined to maintain the ease of implementation of the charge system.

### **Task 5 – Comparison of Rate Information**

Rate information will be collected from various sources such as the Minnesota Pollution Control Agency (MPCA), League of Minnesota Cities, and communities of a similar size to provide a comparison of rates.

### **Task 6 – Report Preparation**

In this task, the information gathered in the previous tasks will be presented in a written report. Recommendations will be made on any changes in the existing wastewater user charge system. A draft preliminary report will be prepared that details the results of the study. Following comments on the preliminary report, we will revise the draft report to incorporate the city staff review comments and the necessary clarifications. We will present the report findings to the City Council once the report is complete.

We propose to do this work on an hourly basis, for a not-to-exceed amount of \$20,000.

As we discussed, once the rate evaluation is completed, we will be available to meet with significant industrial users to review the proposed rate structure and will update the rate evaluation based on the results of these meetings. We propose to do this work on an hourly basis, with a fee to be determined later.

Once you have had a chance to review this plan, we can discuss and make any modifications required.

Sincerely,

**Bolton & Menk, Inc.**



**Jon D. Peterson, P.E.**

Principal Environmental Engineer

JDP:bj

cc: Kristopher Swanson, P.E., Bolton & Menk, Inc.

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project AP-003: Airport Snow Removal Equipment (SRE) Building - Project Update and Authorization to Advertise for Bids.
<b>Background Information:</b>	<p>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 FFY2011.</p> <p>The following is the most recent timeline received from TKDA, the City’s consultant:  February 21<sup>st</sup> – TKDA to provide Ad for Bids, Estimate, and Plans and Specifications (99%) to the city for the council packet.  February 28<sup>th</sup> – City Council approves advertising for bids  March 1<sup>st</sup> – Post Plans and Specifications (100%) to QuestCDN  April 3<sup>rd</sup> – Bid Opening  April 11<sup>th</sup> – City Council conditionally accepts bid, and approves application for funding  April 14<sup>th</sup> – Grant application to FAA and MnDOT Aeronautics  August 1<sup>st</sup> – Award Construction Contract (120 days after bid opening)  September – November 2023 – site improvements  April 2024 – September 2024 – building construction (not to begin before April 1, 2024)  October 2024 – final completion and occupancy</p> <p><u>Historical reference for action items relating to the project:</u>  03/23/2021 - Council authorized the first transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2021 Federal Entitlement Funds to Dodge Center, MN (TOB).</p> <p><i>Background: Based on the timeline above, the City’s consultant, TKDA, proposed that two entitlement transfers be performed, one in 2021 (Dodge Center, MN-TOB), and one in 2022 (Waseca, MN-ACQ), to ensure that those entitlements do not expire. These entitlement transfers will provide the City and TKDA with enough time to prepare the necessary pre-project planning documents to secure state aeronautics funding while also helping the City to secure enough FAA entitlement funds to facilitate the construction of this improvement in 2023.</i></p> <p>Based on 03/23/2021 Council authorization of the first transfer of Airport Federal Entitlement Funds to Dodge Center, MN, the proposed timeline was presented as follows:  Phase 1 - 2021: Preliminary Design Study and Funding Plan  Phase 2 - 2022: Design and Site Preparation  Phase 3 - 2023: Construction</p>

	<p>10/12/2021 - Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00.</p> <p>03/08/2022 - Council authorized the second transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2022 Federal Entitlement Funds to Waseca, MN (ACQ). (See 03/23/2021 regarding first transfer.)</p> <p>04/26/2022 - Council authorized TKDA submittal of an FAA Grant Application in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for the TKDA pre-design study.</p> <p>05/10/2022 - City Council authorized acceptance of the Proposal with TKDA for Design Phase Services in the amount of \$255,000 with services under this proposal, contingent on receipt of the federal and State grant agreements.</p> <p>08/15/2022 - FAA Grant Agreement 3-27-0056-019-2022 received and electronically signed by Mayor and City Attorney.</p> <p>09/13/2022 - City Council acknowledgement of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design in the amount of \$135,598.00.</p> <p>09/27/2022 - Consider Resolution of Authorization to Execute MnDOT Grant Agreement No. 1051776 for funding of Site and Building Design in the amount of \$109,968.00.</p> <p>10/20/2022 - Submission of 2023 Federal Grant Initiation Request to ensure eligible utilization of all Airport entitlements and indicating the project is planned to utilize both the airports AIP and AIG funding available in 2023. At the time of submission of Initiation Request, it was noted that the building design was just beginning, and the funding eligibility and prorates would be revisited prior to the grant application.</p> <p>02/07/2023 – Most recent TKDA presentation of project to the Airport Commission. Commission member Ron Halgerson has served as the Airport Commission representative to the project to help review project plans and offer outside input to the project.</p> <p>02/14/2023 - Project presented to Public Improvement/Transportation Committee for their information.</p> <p>With Council authorization to bid, City staff will work with TKDA to solicit and receive bids for this project. The bid tabulation will be shared with our City Council at the April 11, 2023 City Council meeting. With Council authorization at the April 11<sup>th</sup> meeting, TKDA will work to request federal and State grants for the project.</p>
<b>Fiscal Impact:</b>	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.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize advertisement for bids for Project AP-003: Airport Snow Removal Equipment (SRE) Building.





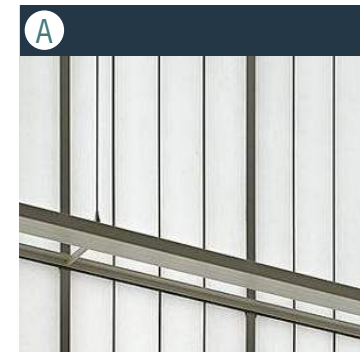
NORTH - FRONT ENTRANCE



SOUTH - VEHICLE ENTRANCE



SOUTHEAST - BREAK AREA



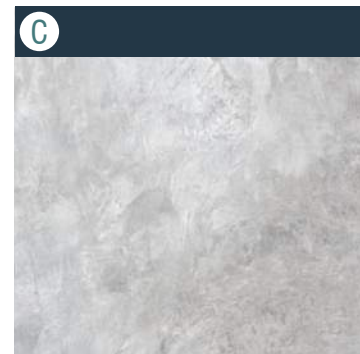
**TRANSPARENT PANEL**

TP-1  
BASIS OF DESIGN:  
KALWALL  
  
COLOR: CRYSTAL



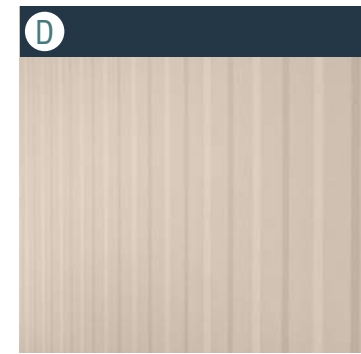
**STOREFRONT SYSTEM**

ST-1/W-1  
BASIS OF DESIGN:  
KAWNEER  
  
COLOR: CLEAR ANODIZED



**CONCRETE**

CONC-1  
BASIS OF DESIGN:  
CAST IN PLACE  
  
COLOR: NATURAL



**INSULATED METAL WALL / ROOF PANEL**

MP-1  
BASIS OF DESIGN:  
METL SPAN STYLE:  
CF MESA  
  
COLOR: ALMOND



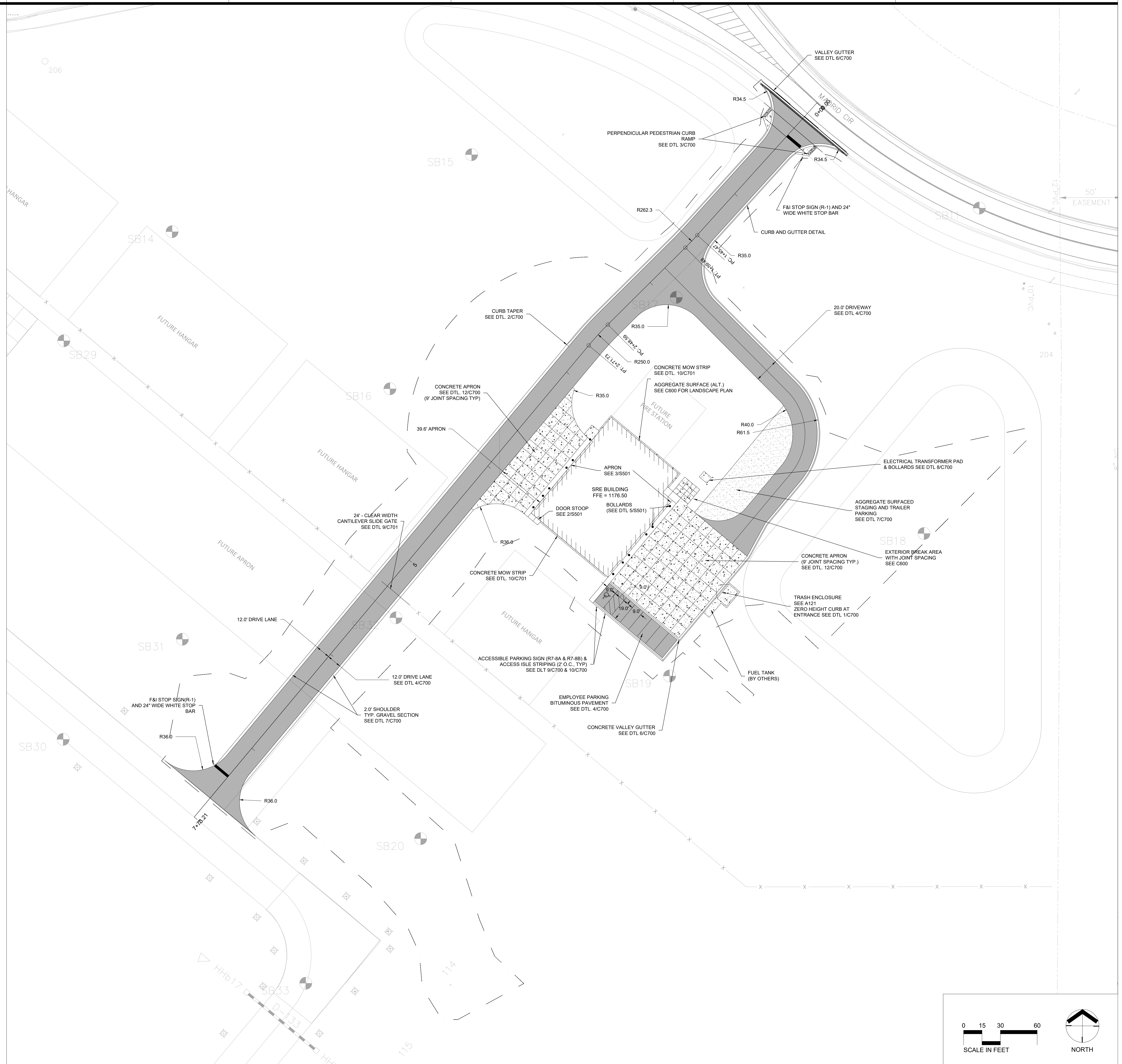
**INSULATED METAL WALL PANEL**

MP-2  
BASIS OF DESIGN:  
METL SPAN STYLE:  
CF ARCHITECTURAL  
  
COLOR: COR-TEN AZP RAW



- LEGEND**
- CONSTRUCTION LIMITS
  - PROPOSED CONCRETE PAVEMENT WITH JOINT PATTERN  
SEE DETAIL 12/C700
  - PROPOSED ASPHALT PAVEMENT  
SEE DETAIL 4/C700
  - PROPOSED AGGREGATE SURFACING  
SEE DETAIL 7/C700
  - PROPOSED CONCRETE CURB AND GUTTER  
SEE DETAIL 1/C700
  - PROPOSED SIGN
  - DETECTABLE WARNINGS  
SEE DETAIL 3/C700
  - BOLLARD (TYP.)  
SEE DETAIL 8/C700

- SITE PLAN NOTES:**
1. ALL STRIPING SHALL BE PAINT PER SPECIFICATIONS 32 17 23
  2. CAD FILES WILL BE PROVIDED TO THE CONTRACTOR FOR STAKING AND LAYOUT PURPOSES.
  3. CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEYING NECESSARY FOR ALL WORK INCLUDING AS-BUILT SURVEYING.
  4. ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT, RADIUS POINTS, OR PAVEMENT MARKINGS, AS SHOWN.
  5. REPLACE ALL EXISTING PAVEMENT WHERE ITEMS SUCH AS POLES, SIGNS, UTILITY TRENCHES, ETC. NECESSARY FOR NEW CONSTRUCTION, CAUSE DAMAGE OR LEAVE HOLES IN EXISTING PAVEMENT TO REMAIN.
  6. ADJUST ALL PLATES, LIDS, GRATES, ETC. FLUSH WITH NEW FINISHED GRADES IN BOTH PAVEMENT AND TURF AREAS.
  7. NEW PAVEMENTS TO MATCH WITH EXISTING GRADES.
  8. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TEMPORARY TRAFFIC CONTROL AS NECESSARY. ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD), INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".
  9. ALL PAVEMENT MARKINGS WITHIN THE PROJECT AREA AND ON HAUL ROUTES SHALL BE RESTORED TO MATCH EXISTING UNLESS OTHERWISE NOTED.
  10. EXCAVATION LIMITS SHOWN ARE APPROXIMATE AND SHALL BE DETERMINED BY THE CONTRACTOR'S MEANS AND METHODS. CONTRACTOR SHALL COORDINATE WITH OWNER FOR ANY DISTURBANCE OUTSIDE THE CONSTRUCTION LIMITS SHOWN ON THE DRAWINGS.
  11. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS, INCLUDING TEMPORARY HAUL ROADS, TEMPORARY STOCKPILE AREAS, STAGING AND LAY DOWN AREAS AND EXCAVATION AREAS TO PRECONSTRUCTION CONDITION UNLESS OTHERWISE NOTED.
  12. MATCH EXISTING JOINTING PATTERNS WHERE NEW WORK ABUTS OLD.
  13. INSTALL 1/2-INCH EXPANSION JOINT WHERE NEW CONCRETE SURFACING ABUTS STRUCTURES AND EXISTING SURFACING.
  14. TAPER LAST 3- FEET OF CURB TO BE FLUSH WITH ADJACENT SURFACE AT ENDS OF CURB AND GUTTER.



**MARSHALL  
SRE BUILDING**

ALL CONTRACTORS AND SUB-CONTRACTORS SHALL VERIFY ALL DIMENSIONS BY MEASUREMENT AT THE BUILDING AND/OR SITE.

0 15 30 60  
SCALE IN FEET

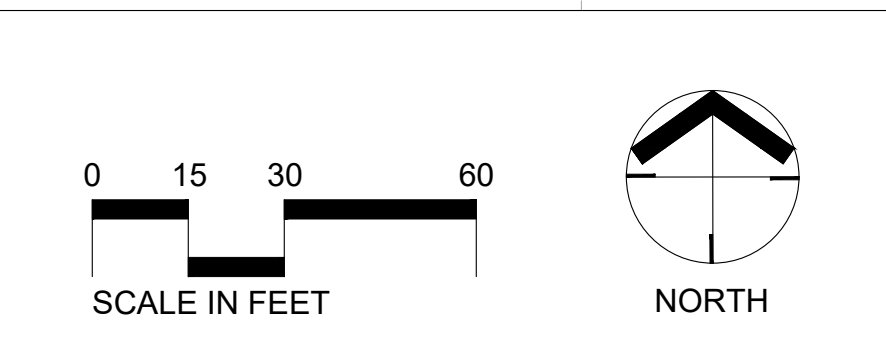
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NO.	DATE	ISSUED FOR CITY REVIEW	ISSUE RECORD
A	02/21/2023	ISSUED FOR CITY REVIEW	

**PRELIMINARY  
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02-21-23**

DESIGNED: WDD DRAWN: WDD CHECKED: BDP

**SITE LAYOUT**

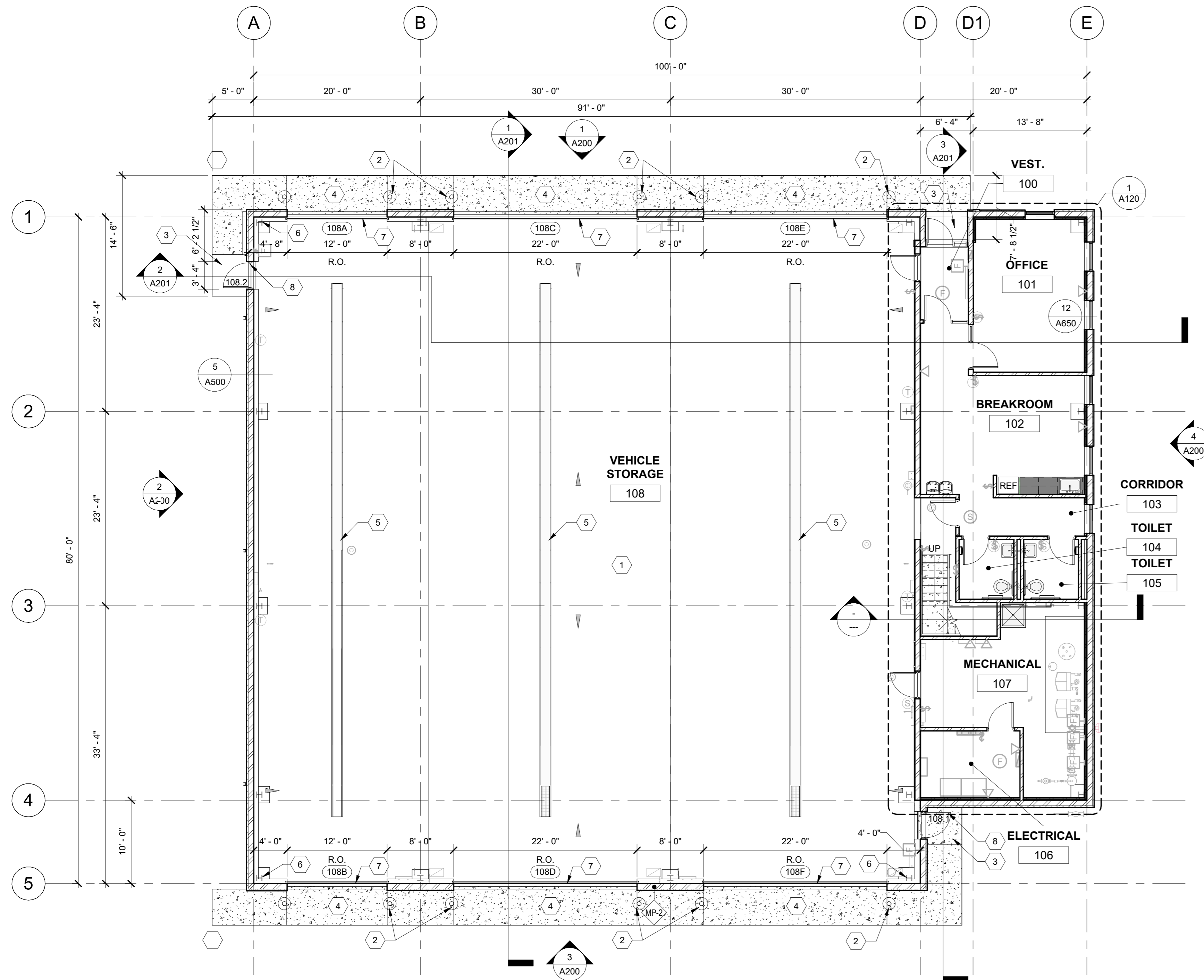


**C200**

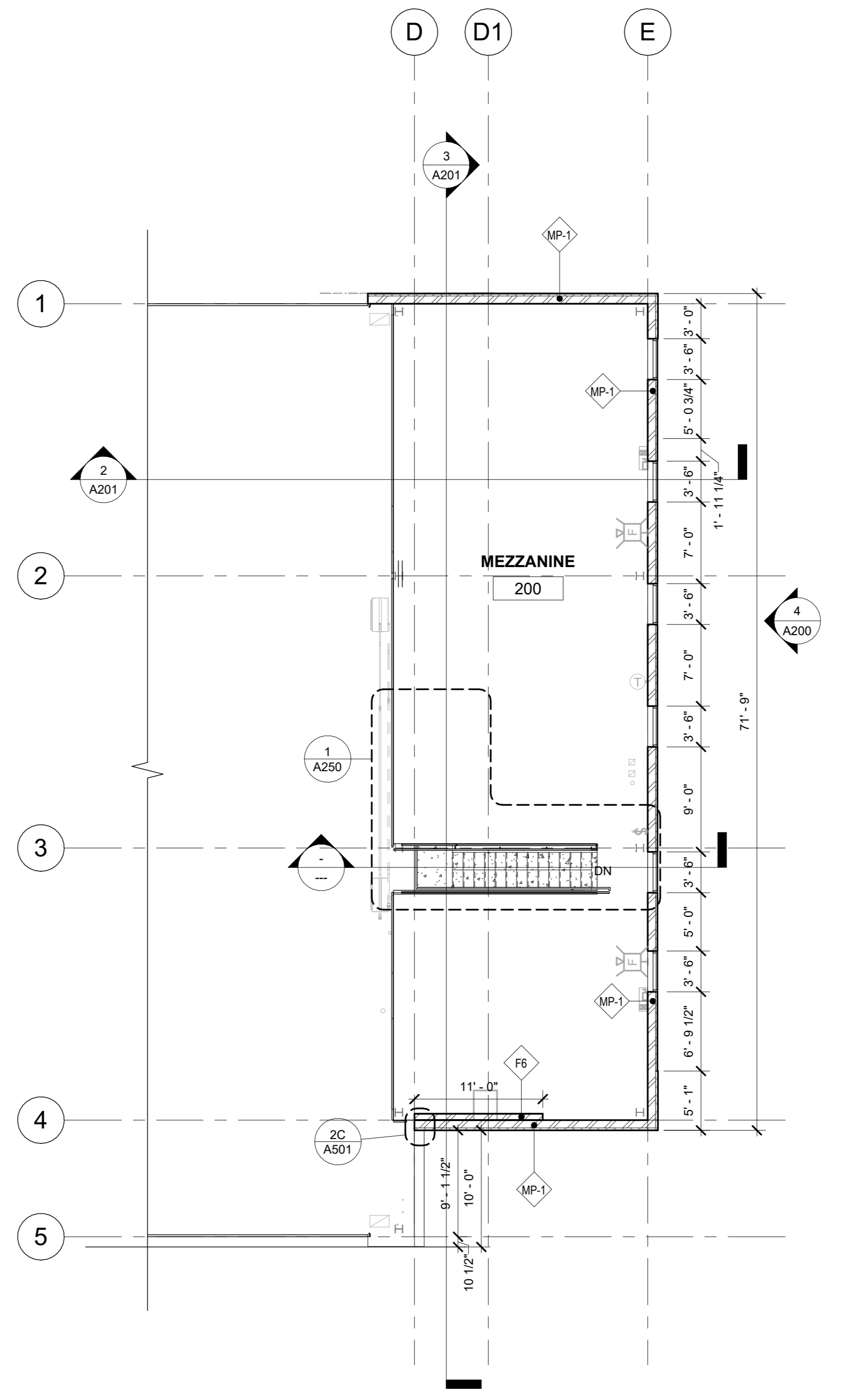
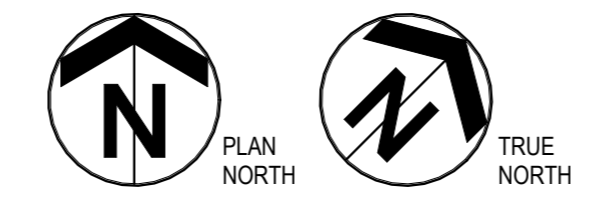




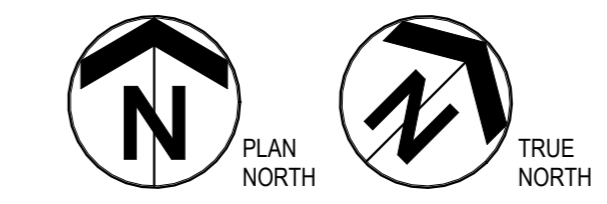




**1 FLOOR PLAN - MAIN LEVEL**  
A100  
1/8" = 1'-0"



**2 FLOOR PLAN - MEZZANINE**  
A100  
1/8" = 1'-0"



**GENERAL NOTES**

- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL ITEMS AND INFORMATION.
- DIMENSIONS ARE TO:
  - GRIDLINES
  - FACE OF CAST-IN-PLACE CONCRETE UNLESS NOTED OTHERWISE
  - FACE OF MASONRY UNLESS NOTED OTHERWISE
  - FACE OF METAL STUDS UNLESS NOTED OTHERWISE
  - CENTERLINE OF DOORS UNLESS NOTED OTHERWISE
  - CENTERLINE OF FIXTURES AND EQUIPMENT UNLESS NOTED OTHERWISE
- GENERAL CONTRACTOR SHALL COORDINATE FIRE EXTINGUISHER AND CABINET LOCATIONS WITH LOCAL AUTHORITY HAVING JURISDICTION AND INSTALL IN ACCORDANCE WITH LOCAL CODE AND MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- FOR THE JUNCTION OF GYPSUM BOARD AND DOOR FRAMES, PROVIDE A CONTINUOUS BEAD OF PAINTABLE SEALANT.
- PROVIDE PERMANENT INDICATION OF FIRE-RESISTIVE RATING ON BOTH SIDES OF FIRE-RESISTIVE RATED WALLS ABOVE CEILING PER BUILDING CODE SECTION 703.7
- FOR INTERIOR WALL CONSTRUCTION REFER TO WALL TYPES ON SHEET A001.
- WALL PATCHES EXPOSED TO VIEW ARE TO BE PREPARED AND FINISHED TO MATCH ADJACENT SURFACES.
- ALL PARTITIONS IN EXCESS OF 30' LENGTHS SHALL HAVE FULL HEIGHT CONTROL JOINTS INSTALLED WITH MAXIMUM 30' SPACING.
- NEW PARTITIONS AT WINDOWS TO BE CENTERED ON MULLION UNLESS OTHERWISE DIMENSIONED.
- PLUMBING CONTRACTOR TO PROVIDE DESIGNER W/ CUT SHEETS FOR FINAL APPROVAL OF ALL FIXTURES PRIOR TO ORDERING.
- EXPOSED DRAIN PIPES AND WATER SUPPLY UNDER LAVATORIES AND SINKS TO BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT.
- MECHANICAL CONTRACTOR TO REVIEW ALL THERMOSTAT LOCATIONS W/ DESIGNER PRIOR TO INSTALLATION.

**KEYNOTES**

- CONCRETE SLAB ON GRADE WITH HYDRONIC HEAT LOOPS, SLOPE TO DRAINS.
- CONCRETE FILLED STEEL BOLLARD.
- REINFORCED CONCRETE STOOP WITH FROST FOUNDATION.
- REINFORCED CONCRETE APRON.
- HEAVY DUTY TRENCH DRAIN WITH METAL GRATING.
- RIGID BUILDING FRAME.
- INSULATED OVERHEAD SECTIONAL DOOR.
- HOLLOW METAL SERVICE DOOR AND FRAME.

CONSULTANTS:

**MARSHALL  
SRE BUILDING**

0 1  
BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.

ISSUED FOR CITY REVIEW

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A	2/21/23	ISSUED FOR CITY REVIEW	

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NOT FOR CONSTRUCTION  
02-21-23**

DESIGNED: ADG DRAWN: TFE CHECKED: BMO  
**FLOOR PLANS**

**DRAWING SYMBOL LEGEND**

FLOOR PLAN SYMBOLS		EXIST WALL TO REMAIN	
	EXISTING DOOR TO REMAIN		EXIST WALL TO REMAIN
	DOOR		METAL STUD WALL
	INTERIOR OR EXTERIOR WINDOW		C.M.U. WALL
	LOUVER		P/C WALL (INSULATED)
	RECESSED CABINET (FEC)		CONC. WALL
	BRACKET MTD. (FE)		CHAINLINK FENCE
			ACCORDIAN PARTITION

**A100**

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MARSHALL, MINNESOTA

444 Cedar Street, Suite 1500  
Saint Paul, MN 55101  
612.292.4400  
tkda.com

CONSULTANTS:

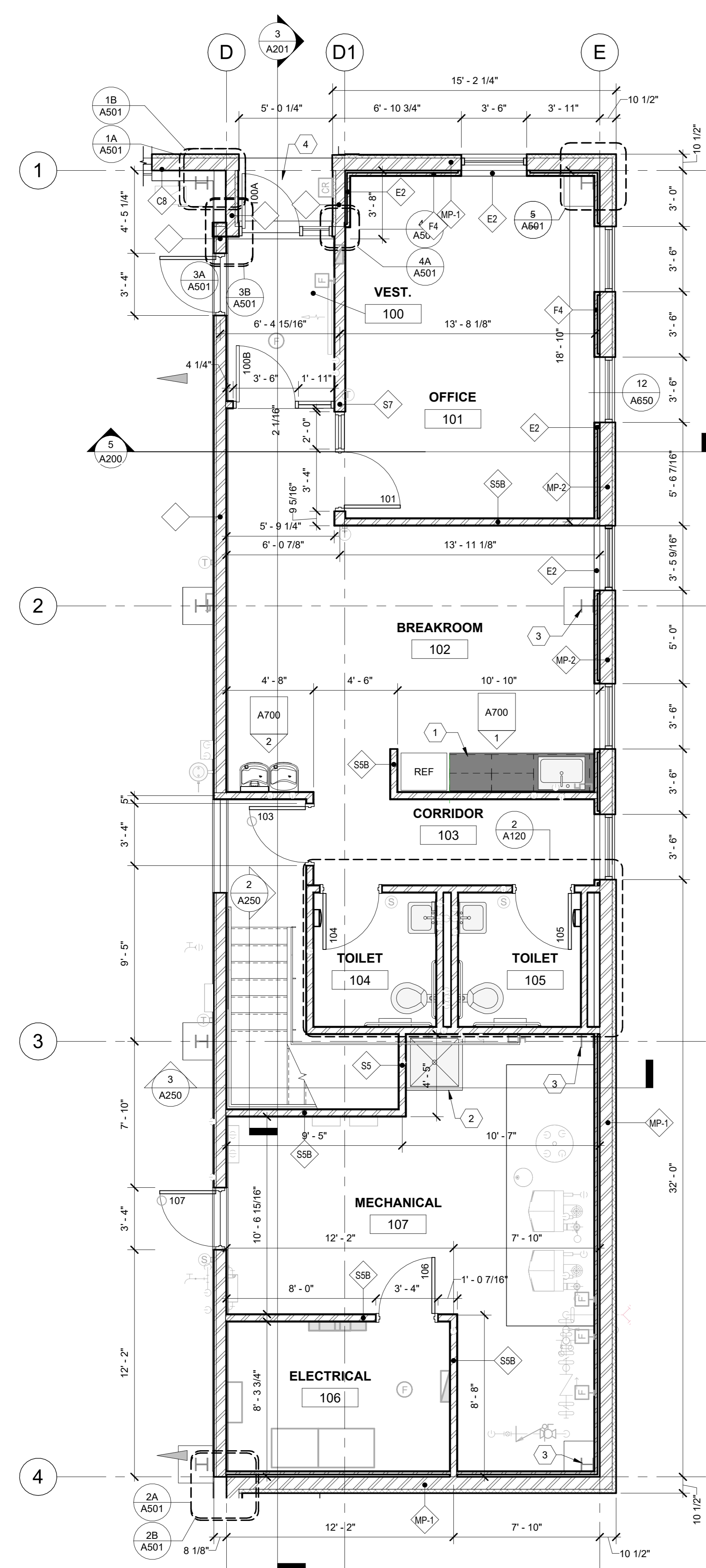
**MARSHALL**  
SRE BUILDING

**GENERAL NOTES**

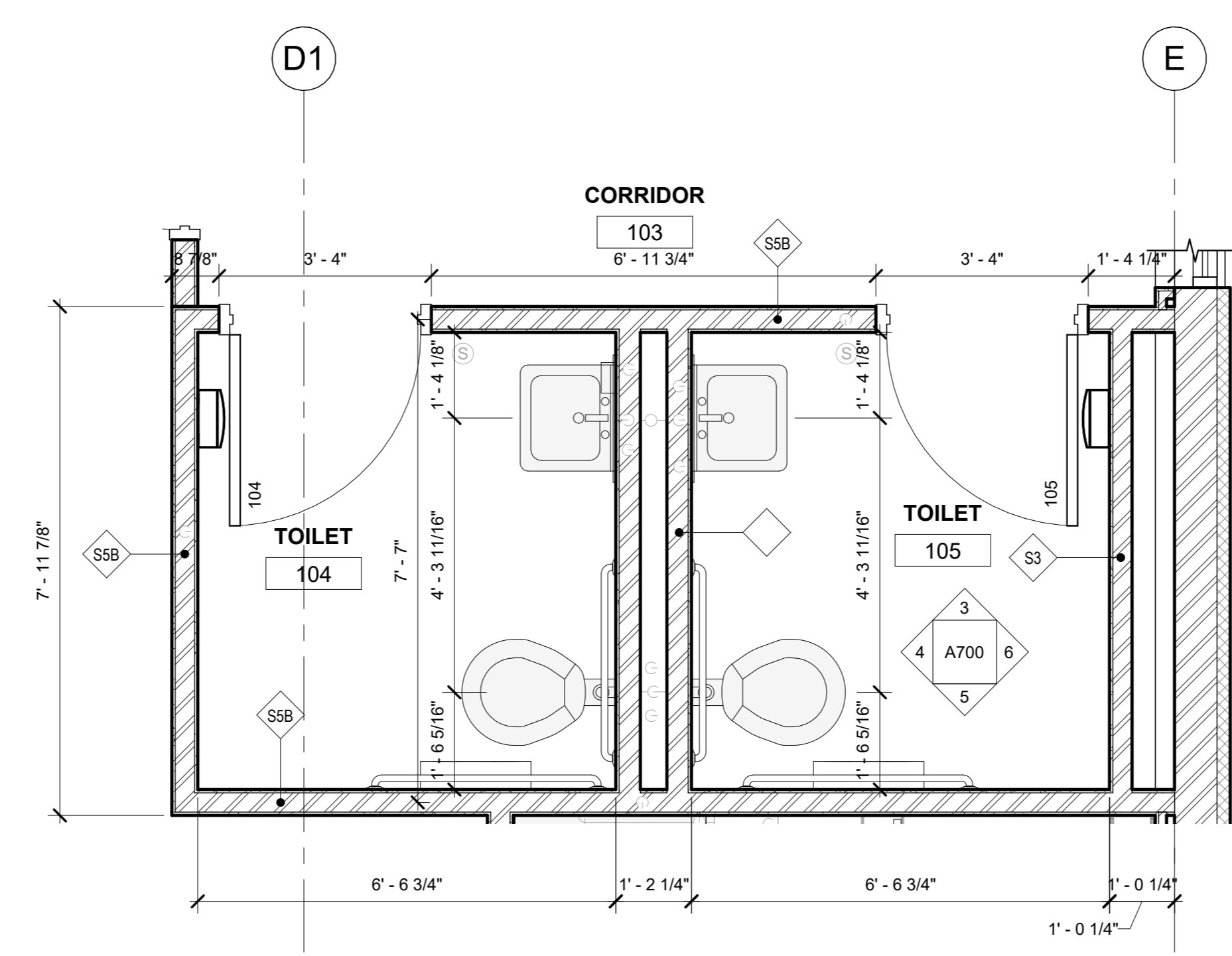
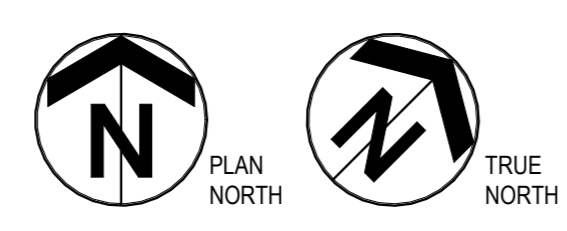
- REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL ITEMS AND INFORMATION.
- DIMENSIONS ARE TO:
  - GRIDLINES
  - FACE OF CAST-IN-PLACE CONCRETE UNLESS NOTED OTHERWISE
  - FACE OF MASONRY UNLESS NOTED OTHERWISE
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- MECHANICAL CONTRACTOR TO REVIEW ALL THERMOSTAT LOCATIONS W/ DESIGNER PRIOR TO INSTALLATION.

**KEYNOTES**

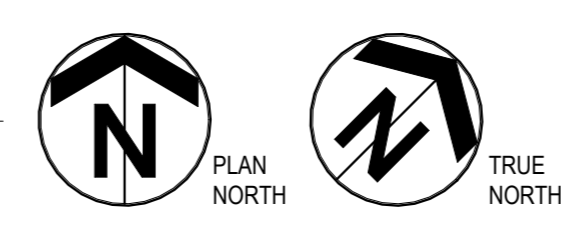
- UTILITY SINK.
- RIGID BUILDING FRAME.
- REINFORCED CONCRETE STOOP WITH FROST FOUNDATION.



**1 ENLARGED FLOOR PLAN**  
A120  
1/4" = 1'-0"



**2 ENLARGED TOILET ROOMS**  
A120  
1/2" = 1'-0"



**DRAWING SYMBOL LEGEND**

FLOOR PLAN SYMBOLS		EXIST WALL TO REMAIN	
	EXISTING DOOR TO REMAIN		EXIST WALL TO REMAIN
	DOOR		METAL STUD WALL
	INTERIOR OR EXTERIOR WINDOW		C.M.U. WALL
	LOUVER		P/C WALL (INSULATED)
	RECESSED CABINET (FEC)		CONC. WALL
	BRACKET MTD. (FE)		CHAINLINK FENCE
			ACCORDIAN PARTITION

ISSUED FOR CITY REVIEW

NO.	DATE	ISSUED FOR CITY REVIEW	ISSUE RECORD
A	2/21/23		

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**NOT FOR CONSTRUCTION**  
02-21-23

DESIGNED: ADG DRAWN: TFE CHECKED: BMO  
**ENLARGED PLANS**

**A120**

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 MARSHALL, MINNESOTA

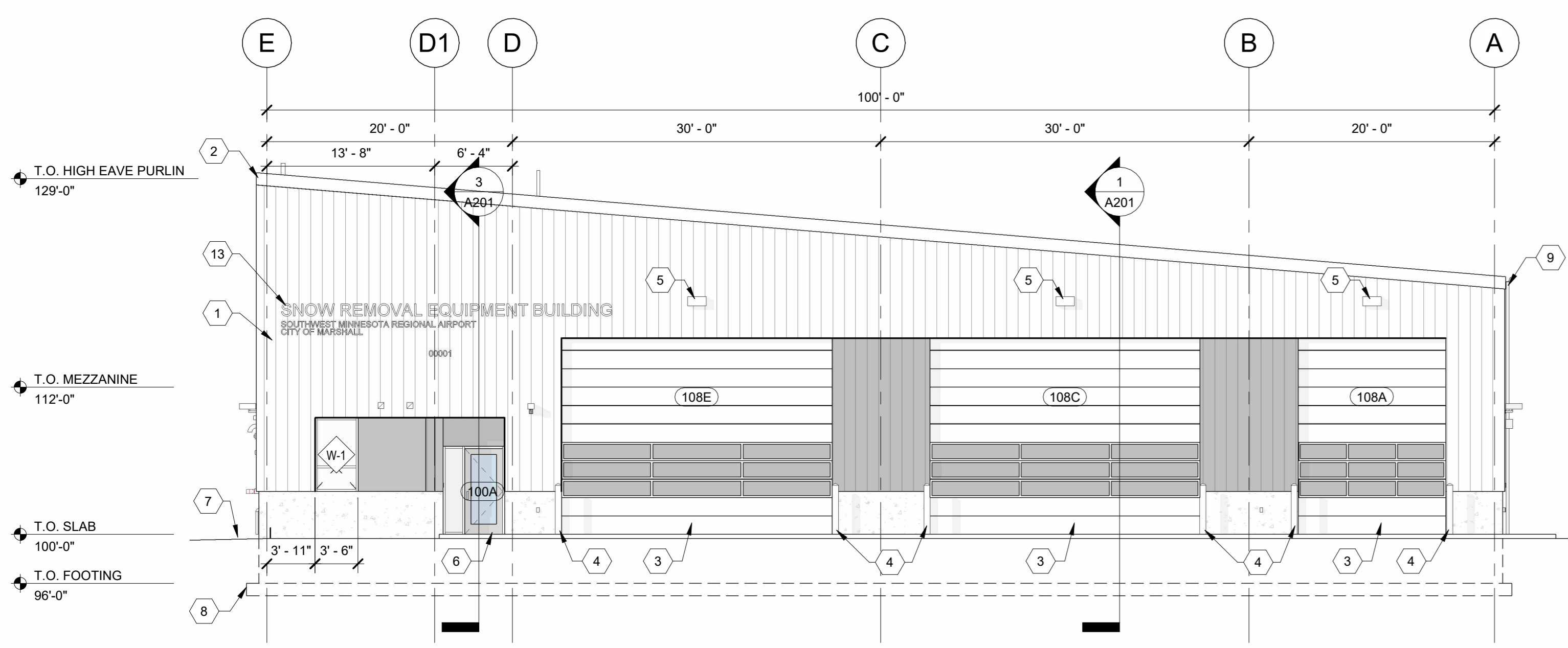
444 Cedar Street, Suite 1500  
 Saint Paul, MN 55101  
 612.292.4400  
 tkda.com

CONSULTANTS:

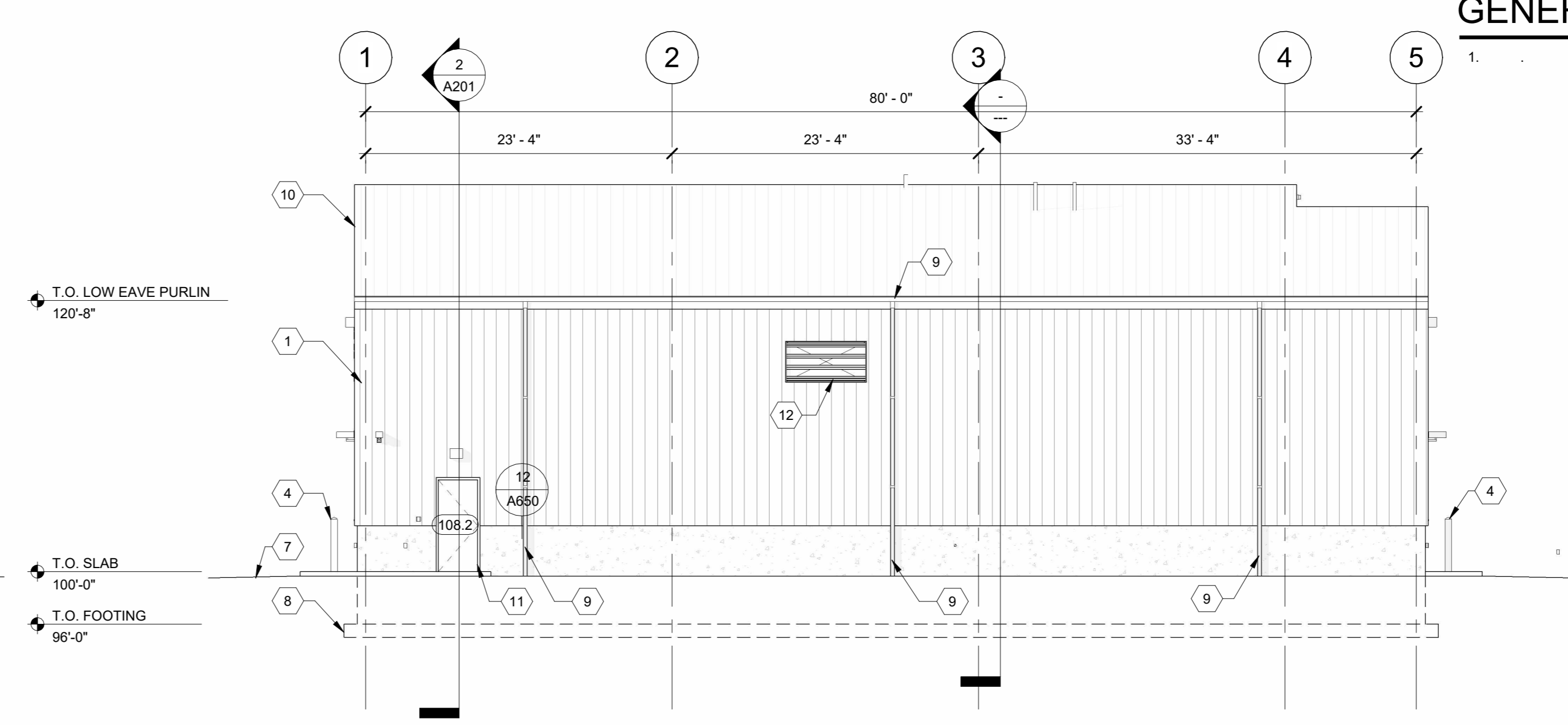
**MARSHALL  
 SRE BUILDING**

**GENERAL NOTES**

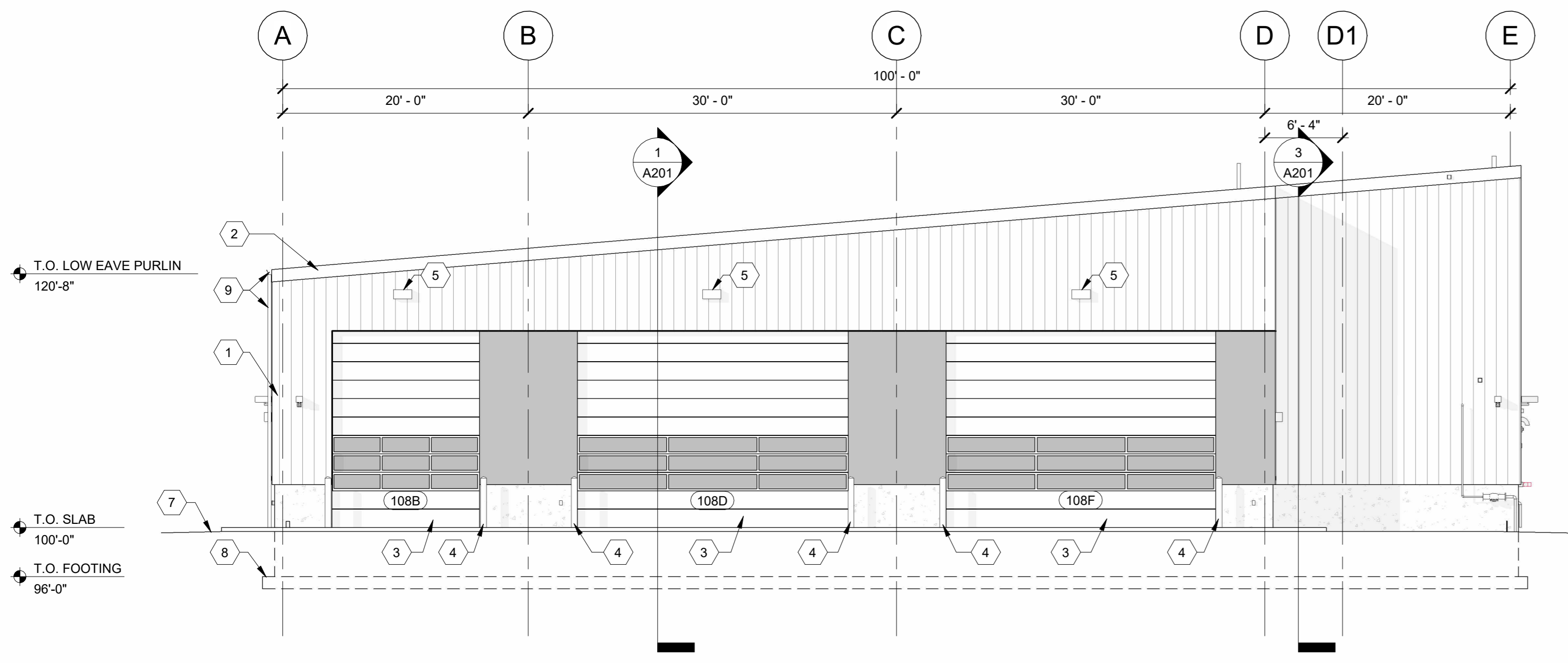
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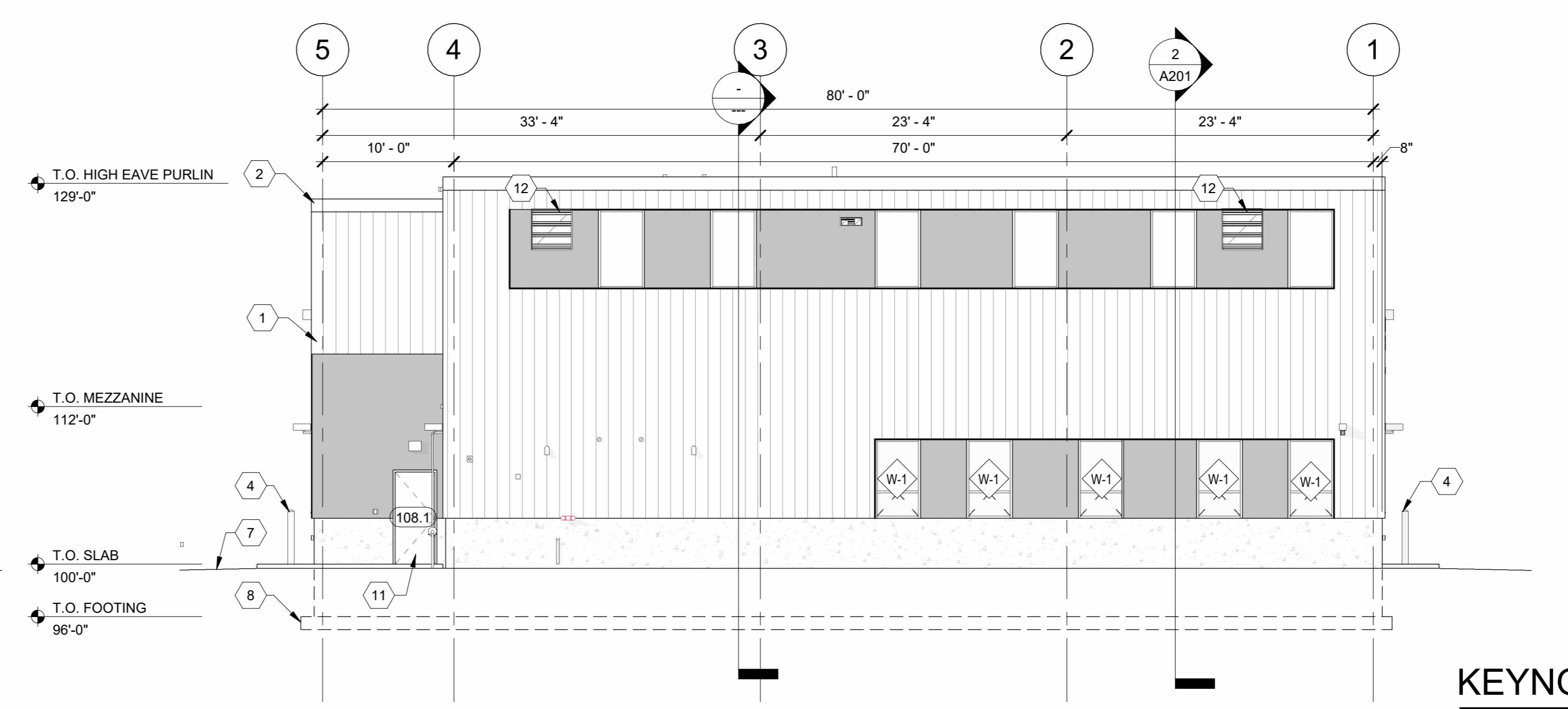
**1 NORTH ELEVATION**  
 A200 1/8" = 1'-0"



**2 WEST ELEVATION**  
 A200 1/8" = 1'-0"



**3 SOUTH ELEVATION**  
 A200 1/8" = 1'-0"



**4 EAST ELEVATION**  
 A200 1/8" = 1'-0"

**KEYNOTES**

- 1 FACTORY FINISHED INSULATED METAL WALL PANEL.
- 2 FACTORY FINISHED METAL ROOF EDGE FOR FACTORY FINISHED INSULATED METAL ROOF PANEL.
- 3 INSULATED OVERHEAD SECTIONAL DOOR.
- 4 CONCRETE FILLED STEEL BOLLARD.
- 5 WALL PACK LED DOWN LIGHTING.
- 6 INSULATED ALUMINUM ENTRY SYSTEM.
- 7 APPROX. GRADE, SLOPE AWAY FROM BUILDING.
- 8 DASHED LINE INDICATES FOUNDATION AND FOOTING BELOW GRADE.
- 9 FACTORY FINISHED METAL GUTTER AND DOWNSPOUT, CONNECT TO SUB GRADE DRAINAGE SYSTEM.
- 10 FACTORY FINISHED INSULATED METAL ROOF PANEL.
- 11 HOLLOW METAL SERVICE DOOR AND FRAME
- 12 LOUVER.
- 13 EXTERIOR SIGNAGE, BY OWNER.

0 1  
 BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.

**ISSUED FOR CITY REVIEW**

NO.	DATE	ISSUED FOR CITY REVIEW	ISSUE RECORD
A	2/21/23	ISSUED FOR CITY REVIEW	ISSUE RECORD

**PRELIMINARY  
 NOT FOR CONSTRUCTION  
 02-21-23**

DESIGNED: ADG DRAWN: TFE CHECKED: BMO  
**BUILDING ELEVATIONS**

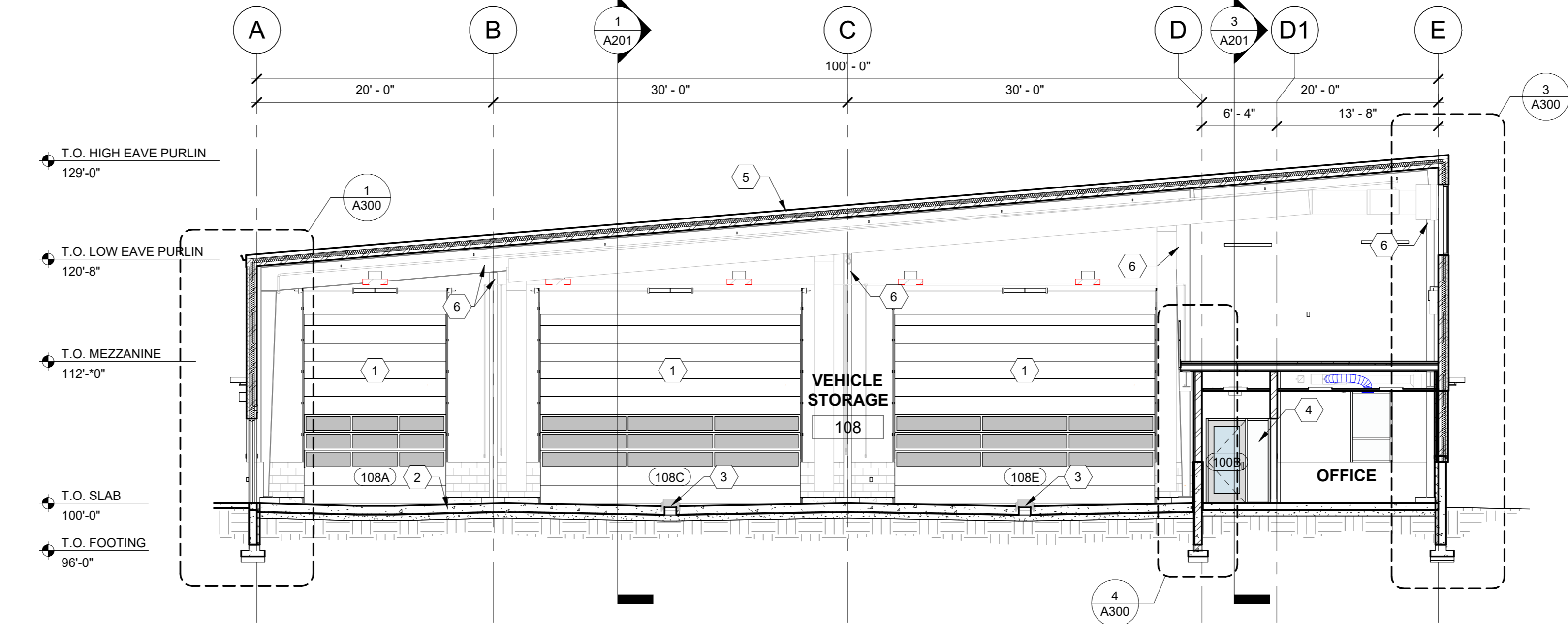
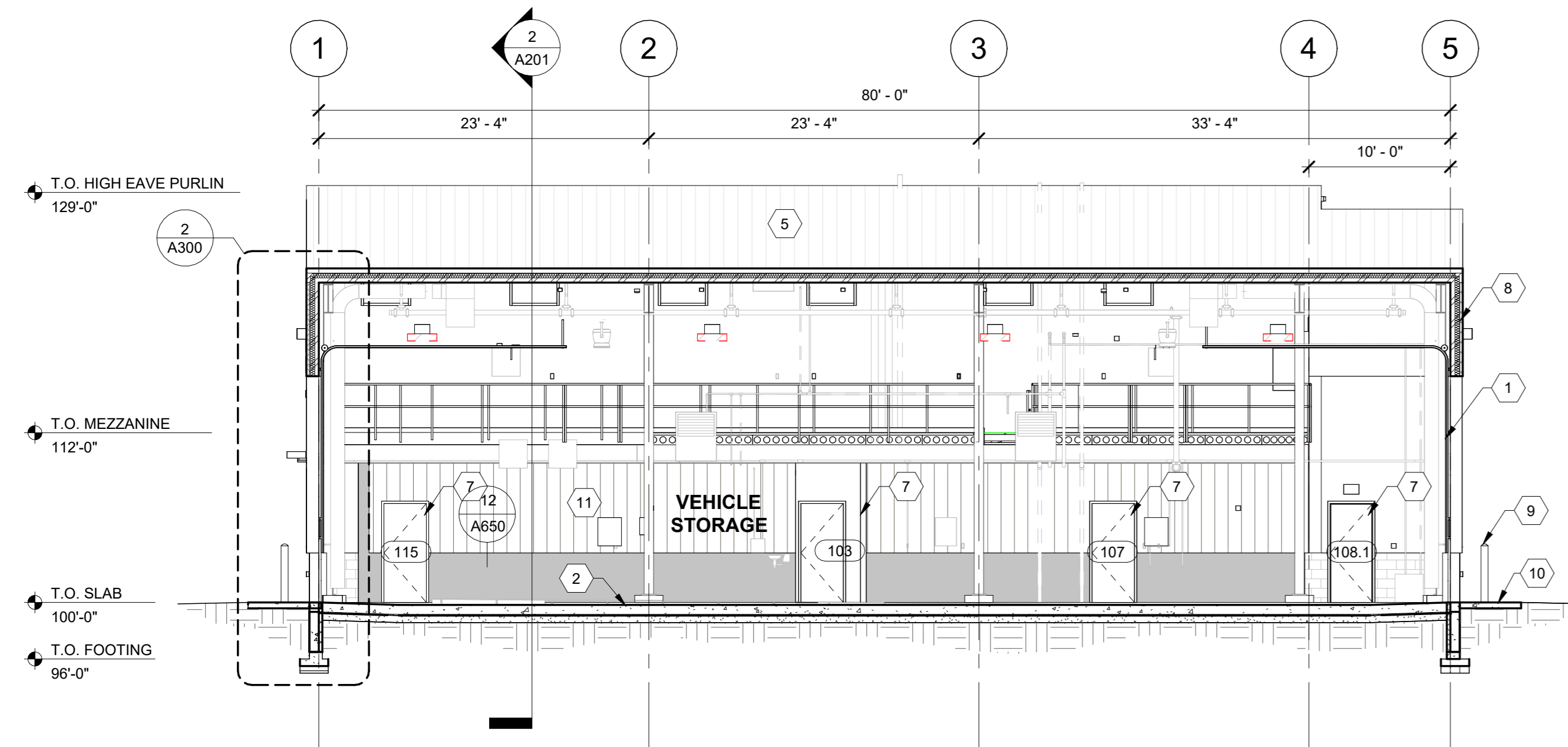
EXTERIOR MATERIAL SCHEDULE							XXX
ID TAG	DESCRIPTION	MANUFACTURER	PRODUCT STYLE / SERIES	COLOR / FINISH	SIZE / UNIT	NOTES	

**A200**

18338-001  
 Page 112

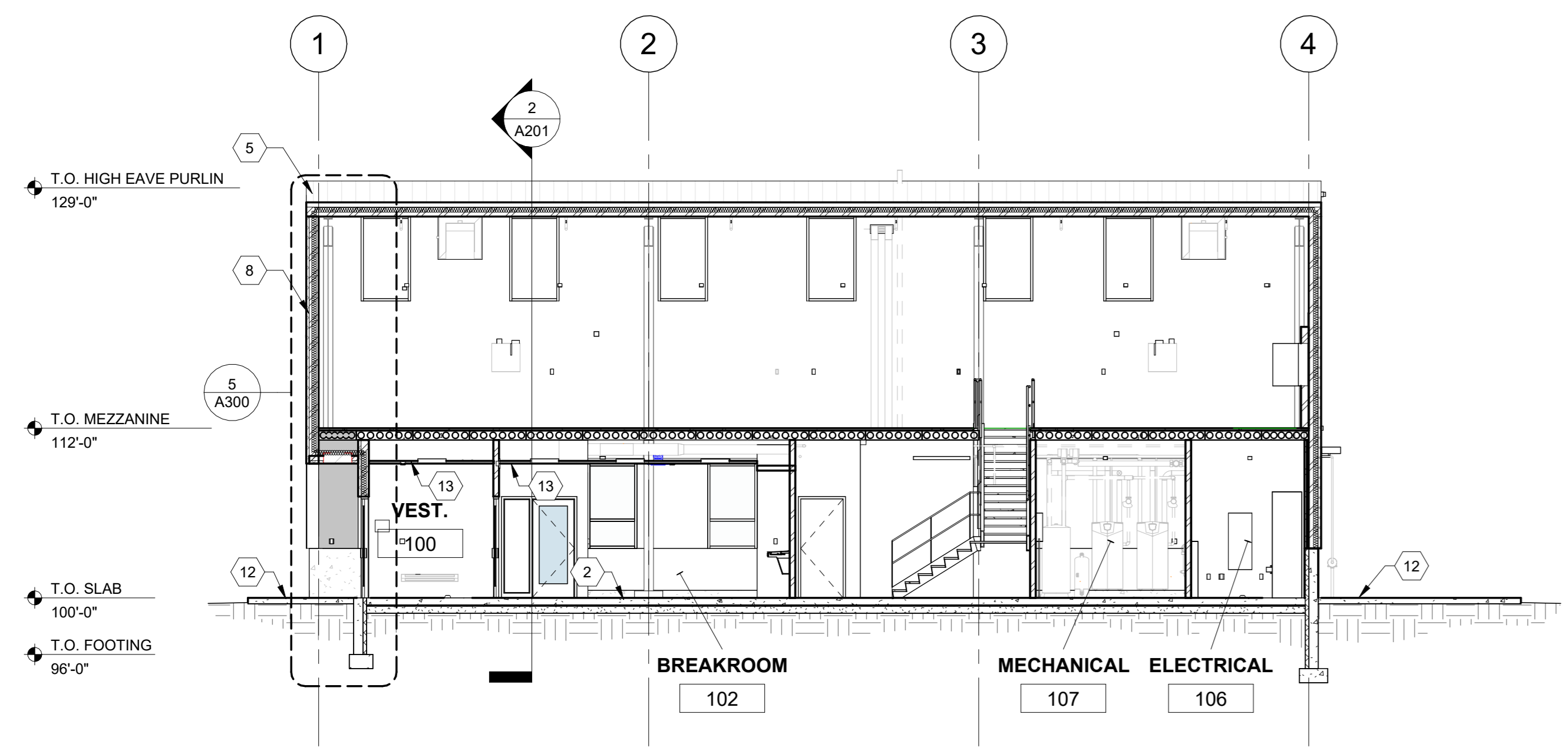
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 Item 15

GENERAL NOTES



1 BUILDING SECTION NORTH-SOUTH  
A201 1/8" = 1'-0"

2 BUILDING SECTION EAST-WEST  
A201 1/8" = 1'-0"



3 BUILDING SECTION NORTH-SOUTH1  
A201 1/8" = 1'-0"

KEYNOTES

- 1 INSULATED OVERHEAD SECTIONAL DOOR.
- 2 CONCRETE SLAB ON GRADE WITH HYDRONIC HEAT LOOPS, SLOPE TO DRAINS.
- 3 HEAVY DUTY TRENCH DRAIN WITH METAL GRATING.
- 4 INSULATED ALUMINUM ENTRY SYSTEM.
- 5 FACTORY FINISHED INSULATED METAL ROOF PANEL.
- 6 RIGID BUILDING FRAME.
- 7 Hollow metal door and frame.
- 8 FACTORY FINISHED INSULATED METAL WALL PANEL.
- 9 CONCRETE FILLED STEEL BOLLARD.
- 10 REINFORCED CONCRETE APRON.
- 11 Metal liner panel.
- 12 REINFORCED CONCRETE STOOP WITH FROST FOUNDATION.
- 13 ACOUSTIC CEILING TILE.

CONSULTANTS:

**MARSHALL  
SRE BUILDING**

0 1  
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INCH ON THIS DRAWING ADJUST SCALES ACCORDINGLY.

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NO.	DATE	ISSUED FOR CITY REVIEW	ISSUE RECORD
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**PRELIMINARY  
NOT FOR CONSTRUCTION  
02-21-23**

DESIGNED ADG DRAWN TFE CHECKED BMO  
**BUILDING SECTIONS**

**A201**

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 Item 15

PROJECT COST BREAKDOWN											
SRE BUILDING CONSTRUCTION AND SITE PREPARATION											
SOUTHWEST MINNESOTA REGIONAL AIRPORT - MARSHALL (MML)											
FEDERAL FISCAL YEAR 2023 GRANT INITIATION REQUEST											
ID	UNIT OF WORK	COST	FAA AIP FUNDING			FAA AIG (BIL) FUNDING			STATE FUNDING		SPONSOR
			AIP ELIGIBLE PERCENTAGE*	AIP ELIGIBLE COST	FAA AIP 90.0%	AIG ELIGIBLE PERCENTAGE*	AIG ELIGIBLE COST	FAA AIG 90.0%	STATE AIP MATCH 0.0%	STATE 70.0%	
1	ADMINISTRATIVE										
	Independent Fee Review	\$ 6,000.00	0.00%	\$ -	\$ -	100.00%	\$ 6,000.00	\$ 5,400.00	\$ -	\$ -	\$ 600.00
	City Administration	\$ 4,000.00	0.00%	\$ -	\$ -	100.00%	\$ 4,000.00	\$ 3,600.00	\$ -	\$ -	\$ 400.00
	<b>Subtotal Administrative</b>	<b>\$ 10,000.00</b>	<b>0.00%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>100.00%</b>	<b>\$ 10,000.00</b>	<b>\$ 9,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,000.00</b>
2	ENGINEERING										
	Construction Phase Engineering (Building)	\$ 50,000.00	33.50%	\$ 16,750.00	\$ 15,075.00	0.00%	\$ -	\$ -	\$ -	\$ 23,275.00	\$ 11,650.00
	Construction Phase Engineering (Site)	\$ 165,000.00	0.00%	\$ -	\$ -	100.00%	\$ 165,000.00	\$ 148,500.00	\$ -	\$ -	\$ 16,500.00
	<b>Subtotal Engineering</b>	<b>\$ 215,000.00</b>	<b>7.79%</b>	<b>\$ 16,750.00</b>	<b>\$ 15,075.00</b>	<b>76.74%</b>	<b>\$ 165,000.00</b>	<b>\$ 148,500.00</b>	<b>\$ -</b>	<b>\$ 23,275.00</b>	<b>\$ 28,150.00</b>
3	CONSTRUCTION										
	Building Construction	\$ 2,659,855.00	33.50%	\$ 891,051.43	\$ 801,946.28	0.00%	\$ -	\$ -	\$ -	\$ 1,238,162.50	\$ 619,746.22
	Site Preparation/Utility Construction	\$ 468,168.00	0.00%	\$ -	\$ -	100.00%	\$ 468,168.00	\$ 421,351.20	\$ -	\$ -	\$ 46,816.80
	<b>Subtotal Construction</b>	<b>\$ 3,128,023.00</b>	<b>28.49%</b>	<b>\$ 891,051.43</b>	<b>\$ 801,946.28</b>	<b>14.97%</b>	<b>\$ 468,168.00</b>	<b>\$ 421,351.20</b>	<b>\$ -</b>	<b>\$ 1,238,162.50</b>	<b>\$ 666,563.02</b>
	<b>TOTAL COST</b>	<b>\$ 3,353,023.00</b>	<b>27.07%</b>	<b>\$ 907,801.43</b>	<b>\$ 817,021.28</b>	<b>19.18%</b>	<b>\$ 643,168.00</b>	<b>\$ 578,851.20</b>	<b>\$ -</b>	<b>\$ 1,261,437.50</b>	<b>\$ 695,713.02</b>
	<b>Project Funding Shares</b>				<b>24.37%</b>			<b>17.26%</b>	<b>0.00%</b>	<b>37.62%</b>	<b>20.75%</b>
	Maximum Funding Amounts				\$ 764,402.00			\$ 587,000.00		\$ 1,000,000.00	
	Overage to Local Share				\$ 52,619.28			\$ -		\$ 261,437.50	
	Local Share from Overage										\$ 314,056.79
	<b>Total Project Costs by Source</b>				<b>\$ 764,402.00</b>			<b>\$ 578,851.20</b>		<b>\$ 1,000,000.00</b>	<b>\$ 1,009,769.80</b>

\*FAA funding eligibility subject to change

**Notes:**

- 1) AIP Eligible Percentage capped at percentage shown to keep AIP share within the available entitlement amount.
- 2) No State AIP Match shown since state amount exceeds \$400,000 on AIP ineligible, in accordance with the Airport Funding Rates Letter for State FY 2023.
- 3) City may request an exemption to the \$1.0M state limit on project funding, in accordance with the Airport Funding Rates Letter for State FY 2023.



**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Requesting MnDOT for Marked Crosswalk(s).
<b>Background Information:</b>	<p>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. To continue to have marked crosswalks that are located at locations that are not a signalized intersections, our City Council must pass a resolution requesting the marked crossings.</p> <p>The resolution identifies locations where crosswalks are being requested by the City, and locations where MnDOT intends to have crosswalks installed across their highways at signalized intersections.</p> <p>It should be noted that 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.</p>
<b>Fiscal Impact:</b>	No immediate costs. MnDOT is responsible for installation of initial crosswalk markings with any construction project. City 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.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER 23-015, which is the "Resolution Requesting Marked Crosswalk(s)".

**RESOLUTION NUMBER 23-015**

**RESOLUTION REQUESTING MARKED CROSSWALK(S):**

WHEREAS, the City wishes to install crosswalk(s) at the intersection of State Highway 59 and E Street (northwest side), State Highway 59 and A Street (northwest side), State Highway 59 and 1<sup>st</sup> Street (northwest side), State Highway 68 and 10<sup>th</sup> Street (southeast side), and State Highway 68 and Channel Parkway (southeast side); and

WHEREAS, per MnDOT standards, crosswalks will also be installed at the signalized intersections of State Highway 59 and Boyer Drive, State Highway 59 and Susan Drive, State Highway 59 and Southview Drive, and State Highway 59 and C Street; and

WHEREAS, the City is formally requesting that MnDOT approve the crossing locations at non-signalized intersections, as described above; and

WHEREAS, the City acknowledges that MnDOT will install the crosswalk markings at the approved crossing locations with the next resurfacing project; and

WHEREAS, the City agrees to maintain the crosswalk markings at the approved crossing locations at non-signalized intersections, and the City roadways at signalized intersections; and

WHEREAS, the City acknowledges that MnDOT does not install or maintain “no parking” yellow curb markings; and

WHEREAS, the City acknowledges that MnDOT will install and maintain crosswalk signs at the approved crossing locations at non-signalized intersections; and

WHEREAS, the City agrees that if the City fails to maintain the crosswalk markings (as determined by MnDOT), MnDOT holds the right to remove all crosswalk signs; and

NOW THEREFORE, IT BE RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA, that this formal request be made to MnDOT.

Passed and adopted by the Council this 28<sup>th</sup> day of February 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, February 28, 2023
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Adult Community Center, Cable Commission, Economic Development Authority</p> <p><b>Schroeder</b> – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p><b>Alcorn</b> – Community Services Advisory Board, MMU Commission</p> <p><b>Moua-Leske</b> – Convention &amp; Visitors Bureau; Diversity, Equity &amp; Inclusion Commission; Library Board</p> <p><b>Lozinski</b> – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/Variations:</b>	
<b>Recommendations:</b>	

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**TO:** David Schelkoph, General Manager - Marshall Municipal Utilities  
Jeff Larson, Water Operations Manager - Marshall Municipal Utilities

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

**DATE:** February 22, 2023

**SUBJECT:** Project MMU-001: T.H. 23 Watermain Crossing Project - Recommendation to Award Bid

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**Background**

This project consists of, but is not limited to:

- Installation of a 24" casing pipe (jack and bore or directional drilled) with a 16" watermain crossing T.H. 23 approximately 225' east of the intersection of T.H. 23 & Travis Road, Mile Marker 72.
- Watermain crossing, install a 16" casing pipe (jack and bore or directional drilled) with an 8" watermain crossing T.H. 23 approximately 300' east of the intersection of T.H. 23 & Saratoga Street, Mile Marker 73.

On February 22, 2023, bids were received for the above-referenced project. Six bids were received as shown on the attached Bid Tabulation.

At the time of Water Project Authorization Phase 2, the project estimate was \$578,700. MMU has a budget of \$650,000 for this project, which includes the 16% engineering fees that are typically paid to the City for construction project design and administration.

The bids received ranged from \$579,625.00 to \$896,920.00. The bids received were very competitive and we were very pleased with the number of bids submitted for this work, and how close all of the bids were relative to each other. When numerous bids are within a few percentage points of each other in total cost, we believe it gives the City and MMU confidence that our contractors are understanding the intention of the project.

The low bid was received from TE Underground LLC of Tyler, Minnesota, in the amount of \$579,625.00. The City has worked with TE Underground in the past and City staff believes that the contractor is a competent and responsible contractor for this work.

Upon award of the contract and notification to this office, the City will proceed with the Notice of Award to the contractor in accordance with our typical project procedures.

Additionally, staff would propose to work with the awarded contractor to consider the approval of a different pipe installation method and casing pipe material than what was identified in our project plans and MnDOT permit. This contractor has indicated their interest in completing this project utilizing the directional drilling method of pipe installation to install

pipe. Moving to a directional drilling installation of a PVC casing pipe will result in a cost savings to MMU. Due consideration will be given to project contractibility utilizing the directional drilling method and the impacts of the change on the neighboring properties, as well as obtaining MnDOT approval for a change in our MnDOT permit. Either way, City and MMU staff believe firmly that this project can be successful with both casing pipe materials and installation methods.

### **Fiscal Impact**

The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$705,983.25. City and MMU staff will work to identify cost savings on the project by utilizing a PVC casing pipe under MN 23 and the directional drilling method of casing pipe installation if it is feasible for the contractor, given the constraints of the work zone.

### **Alternatives/Variations**

No alternative actions recommended.

### **Action Recommendation**

City staff hereby recommend Marshall Municipal Utilities (MMU) enter into an agreement with TE Underground LLC of Tyler, Minnesota, in the amount of \$579,625.00 for Project MMU-001: T.H. 23 Watermain Crossing Project.

JRA:lrk / Attachments



**BID TABULATION**

**PROJECT MMU-001: T.H. 23 WATER MAIN CROSSINGS PROJECT  
MARSHALL, MINNESOTA**

**BID OPENING INFORMATION: February 22, 2023 / 3:00 PM (Local Time)**

**Page 1 of 1**

**ANTICIPATED MMU BOARD OF COMMISSIONERS AWARD: February 28, 2023**

NAME OF BIDDER	BID AMOUNT	COMMENTS
A&C Excavating, LLC Marshall, MN		
D&G Excavating, Inc. Marshall, MN	\$595,889.00	
Duininck, Inc. Prinsburg, MN	\$728,275.00	
J.R. Ferche, Inc. Rice, MN	\$896,920.00	
Minger Construction Co. Inc. Jordan, MN	\$664,992.46	
R&G Construction Co. Marshall, MN	\$654,388.50	
Reiner Contracting Inc. Hutchinson, MN		
Rogge Excavating, Inc. Ghent, MN		
TE Underground LLC Tyler, MN	\$579,625.00	<b>Apparent Low Bidder</b>

## City of Marshall & Marshall Municipal Utilities Water Project Authorization/Request Form

In accordance with the Professional Engineering Service Agreement between the City of Marshall (City) and Marshall Municipal Utilities (MMU), it is envisioned that water projects will be initiated for various reasons. The Project Authorization form is intended to serve as a document for the parties which will, to the extent possible, indicate the project scope authorized hereunder.

Project Title: Project MMU-001: T.H. 23 Watermain Crossing Project

Project Description: Watermain Crossing, Install a 24" Casing pipe (Jack and Bore or Directional Drilled) with a 16" Watermain Crossing T.H.23 approximately 225' East of the intersection of T.H. 23 & Travis Road mile marker 72. Watermain Crossing, Install a 12" Casing pipe (Jack and Bore or Directional Drilled) with a 8" Watermain Crossing T.H.23 approximately 300' East of the intersection of T.H. 23 & Saratoga Street mile marker 73.

### Phase 1: Preliminary Planning and Conceptual Design

Authorization for Water Distribution Engineering:

For MMU:

	WATER OPER. MGR	1/19/23
Name	Title	Date

If a joint project with MMU is anticipated for water distribution, then City authorization to proceed with preliminary planning and conceptual design activities for non-water distribution joint work is requested. Authorization to proceed with preliminary planning and conceptual design for the non-water distribution joint work:

For the City:	<b>Jason R. Anderson, P.E.</b> <small>Digitally signed by Jason R. Anderson, P.E. Date: 2023.01.11 10:36:46 -06'00'</small>	
	Name	Title

Estimate Date: 12/29/2022 / Project Estimate: \$578,700 / Watermain Estimate: \$578,700

Is the project part of a larger joint project? Yes or **(No)** (circle one). If yes, who is (are) the other project participant(s)? \_\_\_\_\_

What is the non-water distribution portion of the joint project? N/A

Sanitary Sewer	\$ 0
Storm Sewer	\$ 0
Street, C&G, Streetscaping	\$ 0
Non-Water Distribution	\$ 0

**Phase 2: Design Services**

If the project moves into the design phase, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Following design, the City Engineer will provide a final *estimate* showing the cost breakdown and item of work by each utility prior to bidding the work. Final *estimate* will be attached to this form by the City Engineer for consideration by MMU.

Following the bidding and award of contract, a *final cost breakdown* will be prepared by the City Engineer which shall be agreed upon by both parties and amended, if necessary, following project completion.

By my signature, I attest that all public processes required by the City have been accomplished and that authorization has been granted by the City Council or Utility Commission to complete the final design and seek bids for this public improvement.

For the City: **Jason R. Anderson, P.E.** Digitally signed by Jason R. Anderson, P.E.  
 Date: 2023.01.11 10:38:12 -06'00'

_____	_____	_____
Name	Title	Date

For MMU:

_____	_____	_____
Name	WATER OPER MGR.	1/19/23
	Title	Date

**Phase 3: Construction Services:**

If the project moves from design to construction, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Both parties stipulate that funding for their respective items of work under the joint project have been approved and will be available for their portion of joint work in a timely manner. Abstract of bids and cost breakdown for the project shall be attached to this document, when available.

My signature attests that all public processes required by the City have been accomplished and that authorization has been granted by the City Council or Utility Commission to construct the public improvement.

For the City:

_____	_____	_____
Name	Title	Date

For MMU:

_____	_____	_____
Name	Title	Date



# MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date.
AP Design	421 Airport RD	Electronic/LED Sign	36,500.00	02/10/2023
AP Design	1301 COLLEGE DR E	Wall Mounted Sign	2,150.00	02/10/2023
DDBSC LLC	1011 BOXELDER AV, 1011 BOXELDER AV	Doors, Windows	14,210.00	02/14/2023
DELING CONSTRUCTION LLC	207 LONDON RD	Interior Remodeling - ANY Work Inside, Except Fireplace	30,000.00	02/17/2023
INDEPENDENT LUMBER OF MARSHALL	1122 HORIZON CR, 1122 HORIZON CR, 1122 HORIZON CR	Building Addition, Doors, Interior Remodeling - ANY Work Inside, Except Fireplace	7,300.00	02/10/2023
JONATHAN & REBECCA MATZ JT	202 THOMAS AV E	Doors	5,000.00	02/09/2023
KEVIN GOSLAR TRIO PLUMBING & H	119 CIRCLE DR	Plumbing - Bathroom remodeling	2,400.00	02/09/2023
MARISA CASTRO	430 7TH ST N	Windows	100.00	02/14/2023
TUTT CONSTRUCTION INC	119 CIRCLE DR	Interior Remodeling - ANY Work Inside, Except Fireplace	19,000.00	02/09/2023

# 2023 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

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## 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

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## 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

### February

- 02/28 Equipment Review Committee, 1:30 PM, City Hall
- 02/28 Council City Tour Orientation, 3:00 PM, Various City Facilities
- 02/28 Regular Meeting, 5:30 PM, City Hall

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### March

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