



CITY OF MARSHALL
City Council Meeting
Agenda

Tuesday, April 12, 2022 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider approval of the minutes from the work session and regular meeting held on March 22, 2022.

PUBLIC HEARING

2. Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans.
3. Block 11 Tax Increment Financing Public Hearing and Resolution Adoption.

AWARD OF BIDS

4. Consider Award of Proposal for Wastewater Sanitary Manhole Sealing and Relining Project.

CONSENT AGENDA

5. Consider approval of Consumption and Display License for Southwest Minnesota State University.
6. Consider approval of a Temporary On-Sale Intoxicating Liquor License for Holy Redeemer Church for August 17, 2022.
7. Consider two LG220 Application for Exempt Permits for Holy Redeemer Church.
8. Consider a LG220 Application for Exempt Permit for the Marshall Fire Department Relief Association.
9. Consider LG220 Application for Exempt Permit for the Knights of Columbus.
10. Consider approval for a Transient Merchant License for TNT Fireworks.
11. Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
12. Consider declaration of signage as surplus item and consider donation to Marshall Public Schools.
13. Consider Requests of Shades of the Past Car Club -- June 3, 2022 Cruise and June 4, 2022 Car Show.
14. Approve Resolution authorizing sale of City owned property.
15. Sounds of Summer - Call for Public Hearing for Private Use of Public Streets and Parking Lots for Sounds of Summer – August 18-21, 2022.
16. Approve Service Agreement for Concessionaire at Amateur Sports Complex.
17. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

OLD BUSINESS

18. Ordinance Amending Chapter 62 of the City Code establishing Sec. 62.11-Access Management (Driveway Ordinance) – Adoption of Ordinance.

NEW BUSINESS

19. MPCA Chloride Reduction Grant – 1) Consider Authorization to Utilize Wastewater Funds for Grant Match; 2) Agreement with Bolton & Menk, Inc.
20. Call for a Public Hearing for the Small Cities Development Grant Project Update.
21. Consider approval to go into closed session pursuant to Minn. Stat. §13D.03, subd. 1(b) to consider strategy for union negotiations.
22. Consider approval of labor agreements between the City of Marshall and Law Enforcement Labor Services, Inc., Local No. 190.

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

COUNCIL REPORTS

- [23.](#) Commission/Board Liaison Reports
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STAFF REPORTS

- 25. City Administrator
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ADMINISTRATIVE REPORTS

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INFORMATION ONLY

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MEETINGS

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ADJOURN



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 22, 2022
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from the work session and regular meeting held on March 22, 2022.
Background Information:	Enclosed are the minutes from the work session and regular meeting held on March 22, 2022.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	That the minutes from the work session and regular meeting held on March 22, 2022 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, March 22, 2022**

The regular meeting of the Common Council of the City of Marshall was held March 22, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Russ Labat. Absent: John DeCramer and James Lozinski. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Scott VanDerMillen, Community Services Director; Lauren Deutz, Economic Development Director; Sheila Dubs, Human Resource Manager; Ilya Gutman, Assistant Zoning Administrator/ Plan Examiner, and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a general consensus to operate under the amended agenda.

Consider approval of the minutes from the regular meeting held on March 8, 2022.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat that the minutes from the regular meeting held on March 8, 2022 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Ordinance Amending Chapter 62 of the City Code establishing Sec. 62.11-Access Management (Driveway Ordinance) – Public Hearing and Adoption of Ordinance.

City staff is proposing to establish a set of driveway regulations that more explicitly describes the requirements and limitations for driveways in various land uses. The proposed ordinance would apply to new properties or applications for modifying existing driveways. Applications to replace driveways, as they are currently, would be exempt from the requirements in the ordinance.

The proposed ordinance describes the requirements for materials and geometrics (size, slope, etc.) for residential, commercial, and industrial-zoned properties. The ordinance also identifies an exemption process, should a property owner wish to install a driveway that does not conform to the requirements in the proposed ordinance.

Staff believes that the proposed ordinance would provide clear direction to property owners regarding driveway installations. Limiting driveway width and spacing between driveways can improve safety by helping to reduce vehicle/pedestrian interaction area and by reducing and limiting street access/conflict points, help ensure good gutter drainage, reduce unnecessary storm water runoff, help ensure compliance with vegetative cover ordinance requirements, and help maintain character of a neighborhood. Establishment of driveway regulations are typical for many other communities in Minnesota. Staff can review requirements of other communities as needed.

This item was presented to the Public Improvement/Transportation Committee at their meeting on January 25, 2022, with a recommendation from the Committee for approval of the driveway ordinance to the City Council.

This item was presented to the Legislative & Ordinance Committee at their meeting on March 1, 2022. At L&O Committee, Councilman Lozinski suggested that the City Council discuss allowing bituminous paving as an accepted driveway material in the City right of way. City staff prefers to require concrete in City right of way but can make this amendment if the Council desires. After discussion, motion passed with the recommendation from the Committee to Council to introduce the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance) and call for public hearing to be held March 22, 2022.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Motion made by Councilmember Labat, Seconded by Councilmember Schafer that the Council adopt Ordinance No. 22-002, which is the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance). Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Labat. Voting Nay: Councilmember Meister. The motion **Failed. 3-1**

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to reconsider the ordinance at the next regular council meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Consider Approval of the Consent Agenda

Councilmember Labat requested that item number 7, Consider approval of amendments to the Personnel Policy Manual and item number 8, Consider Approval Resolution Authorizing Submission of DNR Outdoor Recreation Grant, be removed from the consent agenda for further discussion.

Motion made by Councilmember Meister, Seconded by Councilmember Labat to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Approval of Sponsorship Renewals at the Red Baron Arena & Expo

Approval of the 2022-23 annual Refuse Haulers Licenses.

Approval of the Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0285412 to Bolton & Menk, Inc.

Approval of a Permit for Alcoholic Beverages At City-Owned Facilities

Approval of the bills/project payments

Consider approval of amendments to the Personnel Policy Manual

Councilmember Labat asked some clarifying questions on the amendments to the Personnel Policy Manual.

The Council Personnel Committee met on February 23, 2022, and unanimously recommended approval of the amendments.

Chapter 4 of the Personnel Policies deal with several topics related to the Classification and Compensation study report that the Council accepted at the February 22, 2022 meeting. Both technical and new language revisions are recommended.

4.1 Technical amendments are being recommended. The City now utilizes the Decision Band Method of job evaluation, the new language removes the former Hay pointing detail and inserts the new detail. Additionally, the word “salary” is amended to “compensation” to alleviate employee confusion related to pay on a salary or hourly basis.

4.2 All full-time employees who were grandfathered in on the fire department have now retired or resigned from the fire department; therefore, this sentence is no longer needed.

4.4 Technical amendments are being recommended. The word “salary” is amended throughout this section and replaced with more appropriate language.

4.5 Staff recommend new language that requires an extension of the probationary period when an employee has received approval for a leave of absence during the probationary period. Staff also recommend language that employees in their probationary periods do not have grievance rights over discipline or dismissal decisions (this language is already included in the union contracts). Staff also recommend new language, as recommended by the League of Minnesota Cities policy template, that provides that employees do not have a vested interest or property right to continued City employment following completion of the probationary period.

4.6 The first sentence states that employees are eligible for step increases upon receipt of a satisfactory performance evaluation. In cases of substandard performance, and depending on the performance issue to be resolved, the employee is typically placed on a performance improvement plan and given a designated amount of time to achieve a satisfactory performance level. The recommended language clarifies that employees are not eligible for a retroactive step increase in cases of substandard performance. If appropriate and approved by the Director and City Administrator, an employee may become eligible for a step increase upon achieving a satisfactory performance level.

4.7 Technical changes recommended. The amendments recommended do not reflect a process change.

Staff will continue to review the remaining chapters of the policy manual for legal compliance and other necessary technical changes. Future Personnel Committee meetings will be scheduled as these are completed and recommendations will be brought to the full Council for consideration.

If approved by the City Council, staff would proceed with updating the cover page (date of revision) and table of contents (date of revision).

Motion made by Councilmember Labat, Seconded by Councilmember Meister to approve the amendments to the Personnel Policy Manual. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Consider Approval Resolution Authorizing Submission of DNR Outdoor Recreation Grant.

Councilmember Labat asked a clarifying question on the 50% of the project cost. It was further discussed that the match doesn't need to explicitly need to be a cash match but can be the value of labor and equipment.

On March 8, 2022, Council approved a proposal for the City to prepare and submit a Minnesota DNR Outdoor Recreation Grant. This grant would provide financial assistance to provide inclusive play components at Independence Park. The Resolution is required as part of the grant application. Project estimate is \$60,000. City match would be 50% of the project costs.

Motion made by Councilmember Labat, Seconded by Councilmember Schafer to approve Resolution Number 22-042, a resolution authorizing the submission of a DNR outdoor recreation grant. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Comprehensive Plan Update by SRF

SRF Consulting was hired in March of 2021 to complete the City's Comprehensive Plan update. A 12-member community task force was created and staff from Economic Development and Community Planning are assisting in the process.

SRF Consulting has completed a review and analysis of the city's current plan and supporting documentation. The SRF team was also on site in September to complete a community tour and stakeholder interviews with city staff and partners.

SRF has also provided public participation opportunities with a community survey, focus groups, and open house. There was 600+ participants in the survey and five focus groups with 58 participants. The data collected from the public was used to shape the goal and focus areas for the plan.

Serving as the lead consultant on the project, Stephanie Falkers will provide a project update including an overview of key themes and next steps in the process.

Authorize Staff to Acquire Proposals for YMCA Financial Feasibility and Future Recreation Feasibility Study

The City of Marshall in January approved a resolution requesting sales tax authorization for an aquatic center and an indoor recreation facility. Since that time, current proposed legislation does not include an indoor recreation facility due the sentiment that additional information would be needed to garner legislature and public support.

Recently the city received a request from the Marshall Area YMCA to study financial viability and future recreation needs as a community and YMCA.

Many comparable communities have developed master park plans which includes analyzing future recreation needs as part of their plans. Further, in MN and nationwide, YMCAs have explored or have existing arrangements with cities. (Attached is a summary sheet of a few arrangements—but not inclusive of existing arrangements in the State of MN).

Eric Eben, Treasurer of the Marshall Area YMCA provided a financial analysis over the last three full years of the Y's operations.

Eben commented on the YMCA's operational losses from COVID-19 over the last three years and into 2022. A significant membership drop is tied to COVID-19 and has reduced the operational budget. Eben commented that the facility is over 18 years old with maintenance needs that are not able to be fulfilled with the current operations budget, which is the main reason the YMCA is looking for a partnership opportunity with the City of Marshall.

There was further discussion by the Council and YMCA representatives.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to authorize Staff to Acquire Proposals for YMCA Financial Feasibility and Future Recreation Feasibility Study. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Consideration of renewal agreement options with J&M Displays, Inc., for 4th of July fireworks.

The City of Marshall has a fully executed agreement with J&M Displays, Inc., (previously Pyrotechnic Display, Inc.) for fireworks display at Independence Park on July 4, 2022. (Current agreement included).

J&M Displays, Inc., has informed the City that to maintain financial and operational integrity, their company will be implementing a 20% price increase, effective January 1st, 2022. (Notification letter included). J&M will honor the 2019 agreed upon fee (\$11,800.00) for 2022.

The City has traditionally approved three-year agreements for fireworks to secure the most cost-effective pricing from a reputable vendor. J&M Displays, Inc., is offering the City two options as planning begins for 2023 and beyond.

A one-year Fireworks Display Agreement (FDA) for 2023 can be secured for \$14,160.00 OR a Multiple Year Agreement (MYA) for 2023, 2024 and 2025 can be secured for a yet-to-be determined amount – both options with J&M Displays, Inc.

An additional proposal was solicited from Hollywood Pyrotechnics, Inc., (Eagan, Minnesota) for 2023 at a rate of \$1,000 per minute of display. This proposal is presented at a \$15,000 minimum.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve a one-year Fireworks Display Agreement for 2023 with J&M Displays, Inc. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Project AP-004: Airport Zoning Update – Consider Resolution Authorizing Execution of Mn/DOT Grant Agreement No. 1049819 (S.P. A4201-104).

The City received notification from Mn/DOT-Aeronautics that MML has been identified as a recipient of a State grant (State participation rate of 70% / 30% local) for the Airport Zoning Ordinance Update.

At their meeting on January 11, 2022, the City Council authorized entering into a professional services agreement with TKDA for update to the Airport Zoning Ordinance in the amount of \$49,500.

With authorization of the attached MnDOT Grant Agreement No. 1049819, City and TKDA staff may begin work on updating our airport zoning ordinance. Participation rates of 70% State (\$36,050) / 30% local (\$15,450).

Motion made by Councilmember Labat, Seconded by Councilmember Schafer that the Council adopt RESOLUTION NUMBER 22-043, which is the Resolution of Authorization to Execute Mn/DOT Grant Agreement No. 1049819 (S.P. A4201-104) for Airport Improvement Excluding Land Acquisition for the Airport Zoning Ordinance Update. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Consider Resolution Authorizing Execution of Mn/DOT-Aeronautics Grant Agreement No. 1049651 (S.P. A4201-C3) for Federal Airport Expenses Reimbursement under the American Rescue Plan Act (ARPA).

The City of Marshall has received an Airport Rescue Grant (ARG) under the American Rescue Plan Act (ARPA). The grant award of \$59,000 was announced in June 2021, but City staff has been waiting for MnDOT to distribute agency agreements to access the funds. The purpose of the grant is to reimburse federally eligible airport expenses. The City will be reimbursed 100% of federally eligible expenses not reimbursed by any other source. The FAA will be conducting oversight and monitoring the ARG funding.

In order to receive reimbursements under the ARPA Program, MnDOT and the City need to execute the attached Agency Agreement. The Agency Agreement augments the FAA grant and allows the Office of Aeronautics to make payments under the FAA grant per the channeling arrangement.

The funds may be used by the airport for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

The federal ARPA funds are not being amended or tied to any other state or federal programs and as a result, MnDOT's role in the ARPA program will be very limited. Any remaining CARES and CRRSA funds should be utilized first. MnDOT will not be making any eligibility determinations.

The City will receive \$59,000 in grant funds for reimbursement of federally eligible airport expenses.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the Council adopt RESOLUTION NUMBER 22-22-044, which provides for the Resolution Authorizing Execution of MnDOT Aeronautics Grant Agreement No. 1049651 for Federal Airport Expenses Reimbursement under the American Rescue Plan Act (ARPA).

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Consider Resolution Providing for the Issuance and Sale of the City's General Obligation Bonds, Series 2022A, and General Obligation Refunding Bonds, Series 2022B

The issuance of the City's General Obligation Bonds, Series 2021A in the principal aggregate amount of \$2,920,000 currently includes the following.

- **Improvement Portion: \$1,940,000**
 - Halbur Road
 - S 1st St/Greeley St/Williams St

- **Airport Portion: \$70,000**
 - Infrastructure improvements; available state grants in addition of \$164,500
- **Abatement Portion: \$575,000**
 - Rose and Addison parking lots
- **Street Reconstruction Portion: \$335,000**
 - W Lyon

The issuance of the City's General Obligation Refunding Bonds, Series 2022B in the principal aggregate amount of \$1,370,000 to refund 2023 to 2027 maturities on the 2011A and 2011B bonds to provide interest cost savings.

The resolution includes language to establish a pricing committee, who can then approve a winning bid subject to parameters provided (maximum true interest cost, minimum net savings) if interest rate increases become an issue at/near the award date.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer Approve Resolution Providing for the Issuance and Sale of the City's General Obligation Bonds, Series 2022A & General Obligation Refunding Bonds, Series 2022B. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Request for Interim Use Permit / storage containers in a B-3 General Business District, Shri Gayatri LLC 1511 East College Drive.

This is the request by the Owner for an Interim Use Permit for a shipping container placement in a B-3 General business district. Last spring the City has amended its Ordinance governing placement of shipping containers and semi-trailers on properties within the City. The revised Ordinance now allows placing a limited number of containers in a general business district by an interim use permit. The above-listed conditions include a reference (condition 4) to a particular Ordinance section that itemizes specific conditions for container placement. This section is attached to make sure that only its current version is applicable and compliance with future amendments, if any, to this section will not be required.

Interim use permit regulations are found in Sec. 86-46 and the standard for approval are in Sec. 86-49.

At the Planning Commission meeting on March 9, 2022, after a public hearing, a motion was made by Muchlinski, seconded by Deutz, to recommend approval as recommended by city staff to City Council. ALL VOTED IN FAVOR

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to approve the request by Shri Gayatri LLC for an Interim Use Permit to have a storage container on the premises at 1511 East College Drive with the following conditions:

1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
 2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable amount of time in which to repair such default.
- That this permit expires when the property changes ownership.

4. That this container meets all conditions of Sec. 86-248(f) dated 04-27-2021 (as attached) by June 30, 2022, including a fence

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Request for Conditional Use Permit / mini storage in a B-3 General Business District by Menard, Inc. at 1211 Clarice Avenue.

This is a request of Menard, Inc. to have a mini storage in a B-3 General Business District at 1211 Clarice Avenue, which requires a Conditional Use Permit. Conditions attached will minimize an impact on surrounding properties.

Requirements for B-3 District can be found in Sec. 86-104.

The Conditional Use Permit regulations are found in Sec. 86-46 and the Standards for approval are found in Sec. 86-49.

At the Planning Commission meeting on March 9, 2022, after a public hearing, a motion was made by Muchlinski, seconded by Deutz, to recommend approval as recommended by city staff to City Council. ALL VOTED IN FAVOR.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve a Conditional Use Permit request by Menard, Inc. to have a mini storage in a B-3 General Business District at 1211 Clarice Avenue with the following conditions:

1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.
3. That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties.
4. All driveways, approaches, any other non-landscaped areas are paved.
5. The perimeter of the property is separated from surrounding areas either by storage units or a minimum 6-foot-high opaque fence.
6. The landscape ordinance provisions for live vegetation and trees are complied with, both at the time of construction for area allocated for mini-storage, and for future subdivided parcel as determined at that time.
7. The number of units is as follows: 558 enclosed units and 78 RV parking stalls.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Consider Levee and Flood Control Property Signage Exhibits and Quote.

Bueltel-Moseng is providing surveying services for determination and location of select property points of the Flood Control Project, both levee and diversion channel property and easements. The survey includes setting property pins (where applicable) and setting stakes at requested locations along the Flood Control Project.

The flood control project is very important to the City of Marshall, and it is imperative that all adjacent property owners understand where their properties end. According to the US Army Corps of Engineers national levee database, roughly \$1.26B dollars of property value is protected by our flood control project, including at least 2,101 buildings. There are numerous locations along the flood control project properties where adjacent property owners have planted trees, placed sheds, planted gardens, and parked trailers on city property. Any installation on City property shall require City permission.

Staff is proposing to install posts at selected points to indicate property boundaries. The signs would be installed on U-channel posts, approximately four feet off the ground. Signs are proposed to be 4" high by 6" wide with a green background. Posts and signs would be installed by Street Department staff. For visualization, templates of the sign are included in the Council packet.

At locations where the City has easement, as opposed to fee estate, staff would not recommend posts but rather annual notifications to those property owners about the presence of the Flood Control easement.

The City requested layouts and quotes from two companies. The low quote was provided from M-R Sign Co., Inc. of Fergus Falls, Minnesota, in the amount of \$1,931.80.

This item will be presented to the Public Improvement/Transportation Committee at their meeting on March 22, 2022.

The quote as described for signs and posts is for the amount of \$1,931.80. The cost would be funded through the Surface Water Management Utility.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat that the Council authorize the purchase of the signs and posts associated with the Flood Control Project from M-R Sign Co., Inc. of Fergus Falls, Minnesota, in the amount of \$1,931.80. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Consider Resolution of Support for a RAISE Grant Application for the MnDOT 2025 College Drive Reconstruction Project.

MnDOT District 8 is preparing an application for a federal RAISE grant (Rebuilding American Infrastructure with Sustainability and Equity) for the 2025 College Drive Reconstruction project through Marshall. To help ensure a complete grant application and identify local support, MnDOT D8 has requested that the City of Marshall adopt a resolution of support for the 2025 project. The RAISE grant application deadline is April 14, 2022.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat that the Council adoption Resolution 22-046, which is a Resolution of Support for a RAISE Grant Application for the MnDOT 2025 College Drive Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Commission/Board Liaison Reports

Byrnes Planning Commission acted on the two permit items brought before the council this evening. The Commission also received a Comprehensive Plan Update.

Schafer Airport Commission acted on the action items brought before the council this evening.

MERIT Center Commission, Member Schafer provided a summary of events held at the MERIT Center.

Meister No Report

Labat Library Board discussed their policy regarding the contract agreement with Lyon County. Labat commented on the increased visits to the Library from 2021 to 2022.

Convention and Visitor's Bureau discussed reinvestment options back into parks, restaurants, and hotels. The Marshall Home Show and Youth Expo are scheduled upcoming events being held at the Red Baron Arena.

Councilmember Individual Items

Councilmember Schafer thanked the Public Works Department resolving fencing issues surrounding a couple of the bridge crossings.

Councilmember Meister discussed sidewalks and the state of disrepair for some of the sidewalks. Meister commented that the City should review taking over the maintenance of sidewalks.

Mayor Byrnes discussed the Southwest Minnesota Council of Mayors and one their proposals that is being advanced in the Minnesota Legislator. The program is for tuition forgiveness for technical education for targeted occupations in southwest Minnesota.

City Administrator

City Administrator Sharon Hanson commented that the Mayor presented to the Minnesota House Property Tax Division on sales tax. Administrator Hanson also discussed calling a work session with a facilitator to update the strategic plan and reviewing the comprehensive plan. Hanson commented that Labor negotiations are scheduled for March 29, and she will have a conversation with the Lyon County Administrator.

Director of Public Works

Director of Public Works commented on pre-construction meetings that will be held and two meeting scheduled with landlords to discuss the proposed rental ordinance. Director Anderson commented that both street sweepers have been out cleaning over the last few days.

City Attorney

City Attorney Dennis Simpson provided an update on the Block 11 project and that the purchase agreement has been signed by the developer. Additionally, another piece of city property has been sold for equipment storage.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 7:23 P.M., Motion made by Councilmember Meister, Seconded by Councilmember Labat to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat. The motion **Carried. 4-0**

Mayor

Attest:

City Clerk

3/22/2022 Council LBAE Work Session Minutes

Attendance – David Parsons, Carolyn Runholt, Mark Buysse, Craig Schafer, Steven Meister, Bob Byrnes, Russ Labat, Sharon Hanson, Kyle Box, Lauren Deutz, E. J Moberg.

Meeting called to order by Byrnes at 4:30 p.m. at City Hall, Council Chambers . Parsons reviewed information sent to the council regarding property sales, valuation and classification adjustments for the 2022 assessment and the upcoming Local Board of Appeal and Equalization (LBAE) meeting. Discussion followed.

On-Line LBAE training was discussed. Currently, councilmember Byrnes is a certified LBAE member through 7/1/2024 and councilmember DeCramer is certified through 7/1/2022. Councilmember Schafer is certified through 7/1/2023 and councilmember Labat is certified through 7/1/2025. Discussed the requirement for at least one certified member to be in attendance at the LBAE meeting. If a certified member is not in attendance, the LBAE reverts to an open book meeting and the Local Board loses its meeting authority for the current and the following year.

Parsons reviewed the City of Marshall’s quintile plan and reviewed the LBAE Handbook.

Meeting adjourned by Byrnes at 5:15 p.m.

Respectfully Submitted

Carolyn Runholt



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans.
Background Information:	<p>Property owners affected by the above-referenced project have been notified, according to law, that a hearing would be held on April 12, 2022. A public presentation will be made followed by any discussion.</p> <p>The proposed project limits include: W. Lyon Street (E. College Drive to N. 1st Street). The proposed project was originally included in the scope of the Z82 (N. 1st/Redwood/Marshall) Reconstruction Project constructed in 2021. In consideration of the unknown status regarding the potential development of the Block 11 property, the block of W. Lyon Street between E. College Drive and N. 1st Street was removed from the scope of the project.</p> <p>If the City Council decides to proceed with the project, the attached resolution has been prepared ordering the improvement and the preparation of plans. Per Minn. Stat. 429.031, adoption requires a “super-majority” vote, meaning the council can only adopt the resolution by a four-fifths vote of all members of the Council. To achieve a four-fifths vote of all members of the Council, five votes would be required for a “super-majority”.</p>
Fiscal Impact:	The engineer’s estimate for the construction portion of the project is \$338,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$432,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.
Alternative/ Variations:	No alternative actions recommended
Recommendation:	<p>Recommendation No. 1: that the Council close the public hearing on improvement for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project.</p> <p>Recommendation No. 2: that the Council adopt RESOLUTION NUMBER 22-047, which is the Resolution Ordering Improvement and Preparation of Plans” for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project.</p>

RESOLUTION NUMBER 22-047

**RESOLUTION ORDERING IMPROVEMENT
AND PREPARATION OF PLANS**

WHEREAS, a resolution of the City Council adopted the 8th day of March, 2022, fixed a date for a Council hearing for proposed improvements under the following project:

PROJECT ST-023: W. LYON STREET (COLLEGE TO N. 1ST) RECONSTRUCTION PROJECT – The proposed project includes street and utility reconstruction of W. Lyon Street from College Drive to N. 1st Street to include: street, sidewalk, curb and gutter, driveways, water main, sanitary sewer, and sewer and water service lines to the right of way.

AND WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 12th day of April, 2022, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution receiving the Feasibility Report adopted the 8th day of March, 2022.
3. Jason R. Anderson, P.E. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

Passed and adopted by the Council this 12th day of April, 2022.

Mayor

ATTEST:

City Clerk

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



MARSHALL
CULTIVATING THE BEST IN US

FEASIBILITY REPORT

Project ST-023

W. Lyon St. Reconstruction Project

March 8, 2022



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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

By: Jason R. Anderson, P.E.
Digitally signed by Jason R. Anderson, P.E.
Date: 2022.03.04 09:02:28 -06'00'
Jason R. Anderson, P.E.
Registration No. 53322

FEASIBILITY REPORT

PROJECT ST-023 W. LYON ST. RECONSTRUCTION PROJECT

CITY OF MARSHALL, MINNESOTA

1.0 SCOPE

This Feasibility Report as authorized by the City Council, covers the following proposed improvements: reconstruction and utility replacement on West Lyon Street between East College Drive and North 1st Street. Utilities will be installed, including watermain and sanitary sewer, on West Lyon Street. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter and other minor work.

2.0 BACKGROUND / EXISTING CONDITIONS

Street

City records indicate that this street was originally constructed in 1956. The existing pavement surface is beginning to show its age with considerable cracking and pavement degradation.

The existing segment of West Lyon Street measures approximately 56-FT as measured from the back of curb to the back of curb. Currently, the existing segment of West Lyon Street is wide enough to accommodate two travel lanes and angled parking on both sides of the street, similar to West Lyon Street north of East College Drive.

There is currently 5-FT wide sidewalk on the east side of West Lyon Street made up partially of square pavers and typical concrete walk, and 4.5-FT wide sidewalk on the west side of the street with significant cracking observed. Much of the existing walk does not comply with current ADA accessibility standards.

Utilities

There is currently no existing watermain or sanitary sewer along this segment of West Lyon Street. Properties adjacent to the north side of West Lyon Street are serviced by aging service lines in the alleyway between West Lyon Street and West Redwood Street. The existing water services are in poor

condition. The existing sanitary main in the alleyway is 6" vitrified clay pipe (VCP) and is in poor condition. There are no segments of storm sewer on this block of West Lyon Street. Storm water runs mainly to catch basins installed at the intersection of West Lyon Street and North 1st Street. A short segment of West Lyon Street drains northwesterly to East College Drive.

3.0 PROPOSED IMPROVEMENTS

Street

A concrete pavement section will be proposed and discussed in this feasibility report. Staff is proposing a street section comprised of a 6" thick concrete surfacing, a 4" thick section of Class 5 aggregate base, and a 12" thick section of Select Granular subbase on West Lyon Street. A geotextile fabric will be placed on the subgrade prior to the placement of the subbase. A 6" perforated drain tile shall be installed at the back of the curb below the aggregate base to provide subsurface drainage for the street section.

The proposed roadway on West Lyon Street (as measured from curb face to curb face) will be 57-FT. The project proposes two 13-FT travel lanes and two 15.5-FT, 9.5'-wide, 45-degree angled parking lanes. The purpose for the 45-degree angled parking is to accommodate for the demand for parking for the potential commercial development of Block 11 as well as potential future development of the north side of West Lyon Street. It is the opinion of staff that the proposed road width will be adequate to serve the corridor.

A 5-FT sidewalk with a 1-FT grass buffer is proposed on the north side of West Lyon Street. This would replace the existing 5-FT sidewalk on this side of the street. A 8-FT sidewalk is proposed on the south side of West Lyon Street adjacent to the Block 11 development area. This replaces existing sidewalk adjacent to the south side of West Lyon Street where there is currently sidewalk.

Utilities

The proposed utility improvements include installing new sanitary sewer and watermain throughout the block with service lines extended into the adjacent properties.

The watermain improvements will consist of installing new 8" Polyvinyl Chloride (PVC) watermain pipe. Watermain improvements are planned in close coordination with MMU staff input. The new 8" PVC watermain pipe will connecting to the new main on North 1st Street and extend to the MnDOT right-of-way at E. College Drive for future connection to the watermain under College Drive in 2025. This will allow for services to adjacent properties off of a new watermain under West Lyon Street and for watermain looping to better meet MMU water system goals.

The sanitary sewer system improvements will include installing new manholes, sewer main, and sewer services along West Lyon Street. Generally, the main will be new 8" PVC main. New sewer services will be installed to the right-of-way (ROW) with a minimum 4" pipe size. No storm sewer work is anticipated to be included in the project.

4.0 STATEMENT OF PROBABLE COST

The estimated costs to complete the proposed improvements are shown below. The estimated construction costs include a 10% allowance for contingencies and a 16% allowance for administrative and engineering costs. The unit prices for each item of work used in determining the estimated cost of construction is based on previous projects similar in nature and is subject to change.

<i>Street and Curb and Gutter</i>	<i>\$190,000.00</i>
<i>Watermain Replacement</i>	<i>\$65,000.00</i>
<i>Sanitary Sewer Replacement</i>	<u><i>\$83,000.00</i></u>
<i>Subtotal Estimated Construction Cost</i>	<i>\$338,000.00</i>
<i>Contingencies (10%)</i>	<u><i>\$34,000.00</i></u>
<i>Total Estimated Construction Cost</i>	<i>\$372,000.00</i>
<i>Estimated Engineering, & Administration (16%)</i>	<u><i>\$60,000.00</i></u>
<i>Total Estimated Project Cost</i>	<u><u><i>\$432,000.00</i></u></u>

5.0 PROPOSED ASSESSMENTS

The adjacent properties will not be assessed for the watermain improvements. All costs for watermain and related work will be paid by MMU.

The adjacent properties will not be assessed for sanitary sewer main improvements. All costs for sanitary sewer main will be paid by the City of Marshall Wastewater Department. Sanitary sewer service lines and connection points to the main will be assessed to the adjacent property owners according to current sanitary sewer assessment procedures.

Costs for the street replacements will be partially assessed to the adjacent property owners in accordance with the most recent Special Assessment Policy and partially funded by the Wastewater Department, and MMU.

A preliminary assessment roll showing the estimated assessments for each benefiting parcel, City Participation, and utility participation will be prepared at a later date for consideration by the City Council in accordance with the most recent Special Assessment Policy.

6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

The proposed improvements as described in this report are necessary, cost-effective, and feasible from an engineering standpoint. The feasibility of this project is contingent upon the findings of the City Council pertaining to project financing and public input.

7.0 PROPOSED PROJECT SCHEDULE

The following is the anticipated schedule for the project, assuming the City Council elects to proceed with the proposed improvements.

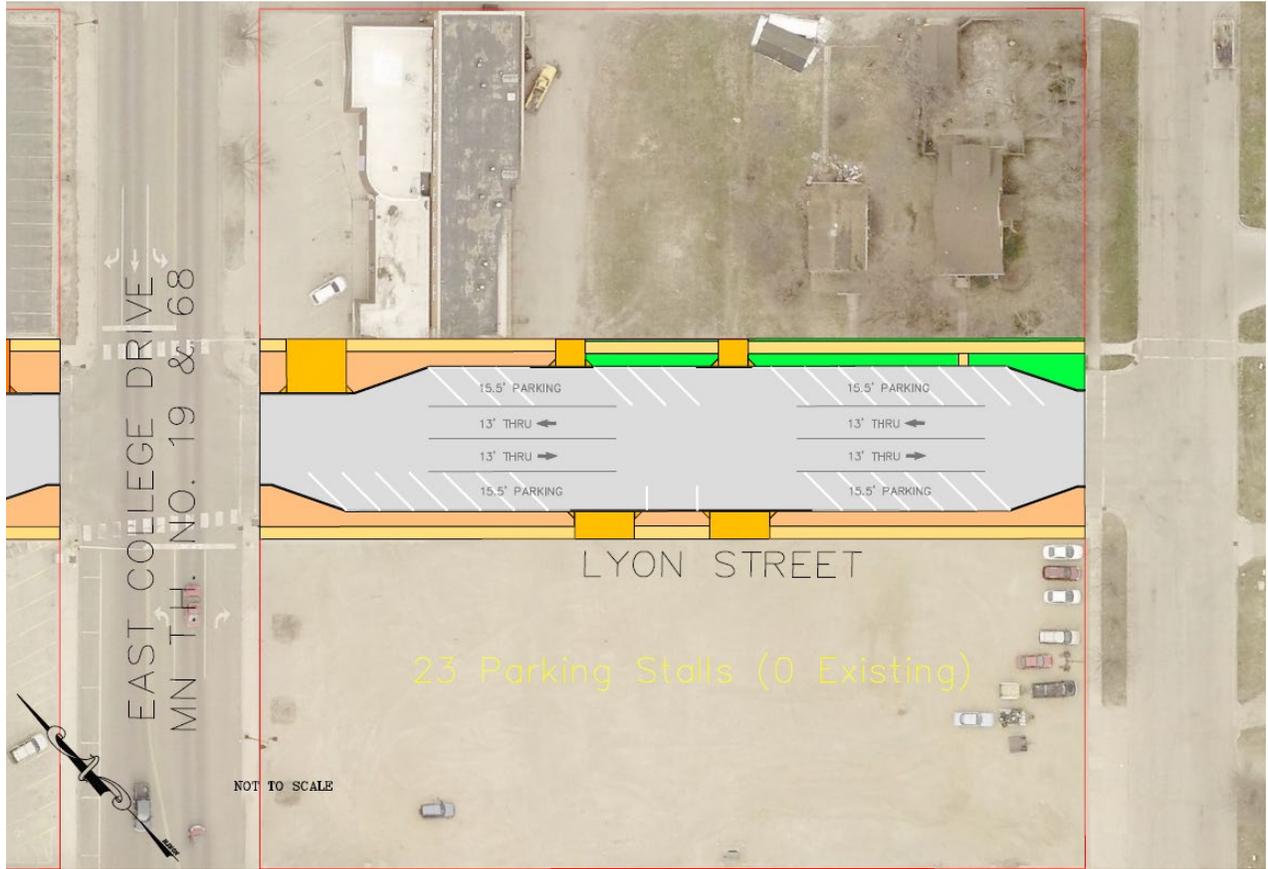
March 8, 2022	Accept Feasibility Report & Call for Hearing on Improvement
April 12, 2022	Public Hearing on Improvement/Order Plans & Specs
April 12, 2022	Approve Plans & Specs/Authorize Call for Bids
April 14, 2022	Advertise for Bids
May 5, 2022	Bid Opening Date
May 10, 2022	Award Contract
May 23, 2022	Notice to Proceed
June 2022	Begin Construction
October 2022	Public Hearing on Assessment/Adopt Assessment
October 2022	End Construction

APPENDIX

PROJECT LIMITS



PROJECT LAYOUT



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Block 11 Tax Increment Financing Public Hearing and Resolution Adoption
Background Information:	<p>Project Details</p> <p>CBC Fischer Group has proposed a three-phase, \$12 million in-fill development on Block 11 located in Downtown Marshall. The project phases are as follows:</p> <p>Phase 1: Three-story building with 33 one-bedroom units and six two-bedroom units (Corner of Lyon St and 1st St)</p> <p>Phase 2: Three-story building with 18 one-bedroom units and four two-bedroom units plus 4,420 sq. ft of first floor commercial. (Corner of 1st and Main St)</p> <p>Phase 3: Three-story building with 18 one-bedroom units and four two-bedroom units plus 4,420 sq. ft of first floor commercial. (Corner of College and Lyon St)</p> <p>The project includes 83 parking units with anticipated additional on-street parking on Lyon Street. A conditional use permit was approved by Planning Commission in January for an apartment in the B-2 Central Business District for Phase 1 of the development.</p> <p>According to our recent Housing Study, Marshall has a need for 124 new market rate apartment units. In addition, there is a need for 665 general occupancy housing units within the city.</p> <p>The additional commercial space would also be beneficial to the Downtown District as vacancy rates are low and interest has been shown for retail and office space in the district.</p> <p>Construction of Phase I is expected to start Spring of 2022. Phase I will include 33 one-bedroom apartments and 6 two-bedroom apartments.</p> <p>TIF Background</p> <p>The Marshall EDA is requesting the establishment of a Tax Increment Financing (TIF) Redevelopment District to assist with financing a portion of the costs associated with redevelopment of the project site and construction of a three-phase housing and mixed-use commercial development on Block 11. The developer is requesting a 26-year, \$1.302 million pay-as-you-go TIF for all three phases of development. Through the terms of the TIF Assistance Agreement, the City would pledge 50% of annual increment to the developer and retain the remaining 50% to finance \$400,000 of land cost with 3% interest, administrative expenses and eligible redevelopment pooling expenses. The total estimated tax increments estimated to be generated by all three phases of development would be \$2.604 million.</p> <p>TIF districts are used to fund the revitalization of deteriorating or distressed areas.</p> <p>"Redevelopment district" means a type of tax increment financing district consisting of a project, or portions of a project, within which the authority finds by resolution that one or more of the following conditions, reasonably distributed throughout the district, exists:</p>

	<ul style="list-style-type: none"> a. parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance; b. the property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities, or excessive or vacated railroad rights-of-way; c. tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, d. a qualifying disaster area, as defined in subdivision 10b. <p>The EDA is requesting the use of tax increment revenue to finance eligible costs associated with redevelopment of the site including acquisition, site improvements, parking improvements (public and private), and public improvements, as well as related administrative expenses. Tax increment from a redevelopment TIF cannot be used to construct buildings.</p> <p>Block 11 was first identified as a redevelopment priority back in 1997 in a study conducted by DSU under the guidance of the former Downtown Task Force. TIF was identified at that time as a long-term funding tool for the redevelopment of downtown, including the Block 11 area. The City purchased the first two properties in 2002 and continued to acquire the blighted and substandard properties through 2018.</p> <p>The EDA released RFP's on the site in 2009 and 2018. The 2018 RFP did receive two proposals, one of which signed a predevelopment agreement, but the project did not develop, and the agreement was allowed to expire.</p> <p>The current City of Marshall Comprehensive Plan, states that the Central Business District (CBD) is a very important element in the City of Marshall. It also lays out the following goals under Downtown:</p> <ul style="list-style-type: none"> 1) Create an atmosphere in the downtown area that is conducive and supportive of housing in the downtown area. 2) Identify and promote an appropriate mix of retail and service businesses in the downtown area. 3) Encourage appropriate redevelopment of the downtown area. 4) Promote the cooperation of the public and private sector in redevelopment consistent with the need to maintain a strong downtown area. 5) Encourage a positive, vital and unique image for the downtown area.
Fiscal Impact:	\$2.604 million over life of the 26-year maximum term of the Redevelopment TIF District.
Alternative/ Variations:	None
Recommendations:	<ul style="list-style-type: none"> 1. Close Public Hearing 2. Approve resolution approving establishment of Project Area No. 1 and a Project Plan therefor; approving establishment of Tax Increment Financing (Redevelopment) District No. 1-15 and a Tax Increment Financing Plan therefore 3. Approve the Contract for Private Development submitted by Kennedy and Graven

CITY OF MARSHALL, MINNESOTA

RESOLUTION NUMBER 22-048

RESOLUTION APPROVING A MODIFICATION TO THE REDEVELOPMENT PLAN FOR REDEVELOPMENT PROJECT NO. 1; AND APPROVING A TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT NO. 1-15

WHEREAS, the Housing and Redevelopment Authority in and for the City of Marshall, Minnesota (the “Authority”) previously established Redevelopment Project No. 1 (the “Redevelopment Project”) located within the City of Marshall, Minnesota (the “City”) and created a Redevelopment Plan (the “Redevelopment Plan”) therefor, pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended (the “HRA Act”); and

WHEREAS, within the Redevelopment Project the City and the Authority have created certain tax increment financing districts pursuant to the HRA Act and Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “TIF Act”); and

WHEREAS, the City and the Authority have determined to modify the Redevelopment Plan and approve a tax increment financing plan (the “TIF Plan”) relating to the creation of a new tax increment financing district within the Redevelopment Project designated as Tax Increment Financing (Redevelopment) District No. 1-15 (the “TIF District”), a redevelopment district, all as described in a plan document presented to the City Council of the City (the “City Council”) on the date hereof; and

WHEREAS, pursuant to Section 469.175, subdivision 2a of the TIF Act, notice of the proposed TIF District was provided to the county commissioner who represents the area included in the TIF District on or about February 18, 2022; and

WHEREAS, pursuant to Section 469.175, subdivision 2 of the TIF Act, the proposed TIF Plan and the estimates of the fiscal and economic implications of the TIF Plan were presented to County Auditor/Treasurer of Lyon County, Minnesota (the “County”) and the Clerk of the Board Education of Independent School District No. 413 (Marshall Public Schools) on or about March 11, 2022; and

WHEREAS, on April 12, 2022, the Board of Commissioners of the Authority approved the modified Redevelopment Plan and the TIF Plan for the TIF District and referred such plans to the City Council for consideration; and

WHEREAS, on the date hereof, the City Council conducted a duly noticed public hearing relating to the approval of the modified Redevelopment Plan and the TIF Plan for the TIF District, and the views of all interested parties were heard at the public hearing; and

WHEREAS, the City Council has reviewed the contents of the modified Redevelopment Plan and the TIF Plan.

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

Section 1. Findings; Redevelopment Project. The City Council hereby finds that (a) the land in the Redevelopment Project would not be made available for development or redevelopment without the use of tax increment financing; and (b) the modified Redevelopment Plan is intended to and, in the judgment of the

City Council, the effect of such actions will be to (i) afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Redevelopment Project by private enterprise; and (ii) conform to the general plan for development of the City as a whole.

Section 2. Findings; TIF District.

2.01. It is found and determined that it is necessary and desirable for the sound and orderly development of the Redevelopment Project, and for the protection and preservation of the public health, safety, and general welfare of the City and its residents, that the authority of the TIF Act be exercised by the City to provide public financial assistance to the TIF District and the Redevelopment Project.

2.02. It is further found and determined, and it is the reasoned opinion of the City, that the development proposed in the TIF Plan could not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value expected to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the district permitted by the TIF Plan.

2.03. The proposed public improvements to be financed in part through tax increment financing are necessary to permit the City to realize the full potential of the TIF District in terms of development of housing, renovation of substandard properties, and improvement of the tax base.

2.04. The TIF Plan conforms to the general plan for development of the City as a whole.

2.05. The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the TIF District and the Redevelopment Project by private enterprise.

2.06. The TIF District is a redevelopment district under Section 469.174, subdivision 10 of the TIF Act.

2.07. The reasons and facts supporting all the above findings are set forth in the TIF Plan and in EXHIBIT A attached hereto and are incorporated herein by reference. The City Council has also relied upon the reports and recommendations of its staff and consultants, as well as the personal knowledge of members of the City Council, in reaching its conclusions regarding the TIF Plan.

Section 3. Public Purpose. The adoption of the TIF Plan conforms in all respects to the requirements of the TIF Act. The TIF Plan will help facilitate redevelopment that will create additional rental housing, create new commercial uses, and improve the taxable market valuation in the City. The City expressly finds that the tax increment assistance is provided solely to make the development financially feasible and thus produce the public benefits described. Therefore, the City finds that the public benefits of the TIF Plan exceed any private benefits.

Section 4. Approvals; Further Proceedings

4.01. The modified Redevelopment Plan is hereby approved.

4.02. The TIF Plan for the TIF District is hereby approved and adopted in substantially the form on file at City Hall.

4.03. Authority staff and consultants are authorized and directed to file a request for certification of the TIF District with the County Auditor/Treasurer of the County and to file a copy of the modified

Redevelopment Plan and the TIF Plan with the Minnesota Commissioner of Revenue and the State Auditor as required by the TIF Act.

Adopted by the City Council of the City of Marshall, Minnesota this 12th day of April, 2022.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Kyle Box
City Clerk

EXHIBIT A
FINDINGS OF FACT

The reasons and facts supporting the findings for the adoption of the TIF Plan for the TIF District, as required pursuant to Section 469.175, subdivision 3 of the TIF Act are as follows:

1. *Finding that the TIF District is a redevelopment district as defined in Section 469.174, subdivision 10(a)(1) of the TIF Act.*

The TIF District consists of three parcels with plans to redevelop the area for a mixed-use development including approximately 83 one- and two-bedroom apartment units and approximately 8,840 square feet of retail space. At least 70 percent of the area of the parcels in the TIF District is occupied by buildings, streets, utilities, paved or gravel parking lots or other similar structures and more than 50 percent of the buildings in the TIF District, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the proposed redevelopment meets the City's objectives for redevelopment, but due to the high costs of redevelopment on the parcels currently occupied by a substandard building, including costs associated with remediation and demolition, and the cost of financing the improvements, this development is feasible only through assistance, in part, from tax increment financing.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: This finding is justified on the grounds that the costs of acquisition, demolition, environmental remediation, and site and public improvements add to the total redevelopment cost. This makes redevelopment of any kind on these parcels infeasible without tax increment assistance. Therefore, the City reasonably determines that no other redevelopment of similar scope can be anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire TIF District will increase without the use of tax increment financing is \$0.
- b. If the proposed development occurs, the total increase in market value will be \$7,087,510 (see Exhibit V of the TIF Plan).
- c. The present value of tax increments from the TIF District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$1,379,247 (see Exhibit V of the TIF Plan).

d. Even if some development other than the proposed development were to occur, the City Council finds that no alternative would occur that would produce a market value increase greater than \$5,708,263 (the amount in clause (b) less the amount in clause (c)) without tax increment assistance.

3. *Finding that the TIF Plan conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Redevelopment Project by private enterprise.*

The development to be assisted by the TIF District will result in increased availability of housing in the City, the removal of substandard buildings, and increased taxable market valuation in the City.

**Modified Redevelopment Plan for
Redevelopment Project No. 1**

Including Tax Increment Financing Plan

for

**Tax Increment Financing
(Redevelopment) District No. 1-15**

(Block 11 Redevelopment)

Housing and Redevelopment Authority

in and for the City of Marshall

City of Marshall, Minnesota

Prepared by

Baker Tilly Municipal Advisors, LLC

Dated: April 12, 2022

Public Hearing Scheduled: April 12, 2022
Anticipated Approval by City Council: April 12, 2022

Introduction

The purpose of the modification to the Redevelopment Plan for Redevelopment Project No. 1 in the City of Marshall is to include the establishment of Tax Increment Financing (Redevelopment) District No. 1-15. This proposed activity is in addition to the potential for the current proposed modification under consideration of the Redevelopment Plan for the purpose of (i) disclosure of budget modifications relating to the improvements required for the new developments and (ii) providing for the expenditure of available revenues on qualified uses within the Project Area.

The City and Authority reserve the right to finance any TIF-eligible costs within the Redevelopment Project Area utilizing available tax increment revenues from the existing TIF Districts and Project Area. Financing of identified projects within the Project Area and TIF Districts will be limited to the amount of revenues projected to be available upon development within the districts, as well as future tax increments generated from the existing TIF Districts through the remaining terms.

The section specifically being modified in the Redevelopment Plan includes Section 1.5, Estimated Public Improvement Costs. Section XIV is being added to include the establishment of Tax Increment Financing (Redevelopment) District No. 1-15. This proposed modification is in addition to the current proposed modification under consideration that include the sections specifically being modified in the Redevelopment Plan of Section 1.5, Estimated Public Improvement Costs.

MUNICIPAL ACTION TAKEN

Based upon the statutory authority described in the Modified Redevelopment Plan attached hereto, the public purpose findings by the Commissioners and for the purpose of fulfilling the Authority's redevelopment objectives as set forth in the Modified Redevelopment Plan, the Commissioners have created, established and designated Redevelopment Project No. 1 pursuant to and in accordance with the requirements of Sections 462.411 through 462.716, inclusive, as amended (the "Housing and Redevelopment Act").

On September 19, 1988, the City Council adopted an ordinance (the "Ordinance") which established the City of Marshall Economic Development Authority (the "EDA"), pursuant to Minnesota Statutes, Sections 469.090 to 469.108, inclusive, as amended. Pursuant to the Ordinance, the EDA, among other functions, shall manage the Marshall Community Reinvestment Fund (the "Fund"), which shall be used for purposes of economic development, including, but not limited to, acquisition of property, equity investments, working capitals loans, equipment/tooling loans and inventory loans, and shall accept from the Authority portions of Redevelopment Project No. 1 for purposes of assisting the Fund and using EDA powers to assist existing redevelopment project activities.

The following municipal action was taken in connection therewith:

June 7, 1982: The Redevelopment Plan for Redevelopment Project No. 1 was adopted by the City Council.

June 28, 1983: The Plan for Redevelopment Project No. 1 was modified by the City Council.

December 27, 1983: The Plan for Redevelopment Project No. 1 was modified by the City Council.

June 18, 1984: The Plan for Redevelopment Project No. 1 was modified by the City Council.

August 6, 1984: The Plan for Redevelopment Project No. 1 was modified by the City Council.

July 21, 1986: The Plan for Redevelopment Project No. 1 was modified by the City Council.

March 20, 1989: The Plan for Redevelopment Project No. 1 was modified by the City Council.

June 19, 1989: The Plan for Redevelopment Project No. 1 was modified by the City Council.

November 6, 1989: The Plan for Redevelopment Project No. 1 was modified by the City Council.

May 18, 1992: The Plan for Redevelopment Project No. 1 was modified by the City Council.

September 21, 1992: The Plan for Redevelopment Project No. 1 was modified by the City Council.

October 17, 1994: The Plan for Redevelopment Project No. 1 was modified by the City Council.

January 2, 1996: The Plan for Redevelopment Project No. 1 was modified by the City Council.

April 1, 1996: The Plan for Redevelopment Project No. 1 was modified by the City Council.

December 2, 1996: The Plan for Redevelopment Project No. 1 was modified by the City Council.

December 21, 1998: The Plan for Redevelopment Project No. 1 was modified by the City Council.

April 30, 2001: The Plan for Redevelopment Project No. 1 was modified by the City Council to reflect technical amendments and increased Project costs.

December 15, 2003: The Plan for Redevelopment Project No. was modified by the City Council to reflect increased Project Costs.

October 15, 2007: The Plan for Redevelopment Project No. 1 was modified by the City Council to reflect increased Project Costs.

June 2, 2008: The Plan for Redevelopment Project No. 1 was modified by the City Council to reflect enlarged geographic boundaries and increased Project Costs.

February 8, 2011: The Plan for Redevelopment Project No. 1 is to be modified by the City Council to reflect increased Project Costs and an enlargement of the geographic area.

August 16, 2011: The Plan for Redevelopment Project No. 1 was modified by the City Council to reflect increased Project Costs and the creation of TIF District No. 1-11.

June 12, 2012: The Redevelopment Plan for Redevelopment Project No. 1 is to be modified to reflect increased Project Costs and an enlargement of the geographic area to include future proposed projects.

June 12, 2012: The Redevelopment Plan for Redevelopment Project No. 1 is to be modified to reflect increased Project Costs and the creation of TIF District No. 1-12.

September 12, 2017: The Redevelopment Plan for Redevelopment Project No. 1 is to be modified to reflect increased Project Costs and the creation of TIF District No. 1-14.

April 12, 2022: The Redevelopment Plan for Redevelopment Project No. 1 is to be modified to reflect increased Project Costs and the creation of TIF District No. 1-15.

The following municipal action was taken with regard to the Tax Increment Financing Districts comprising portions of Redevelopment Project No. 1:

Tax Increment Financing District No. 1-1 (Minnesota Corn Processors, now ADM)

DECERTIFIED ON DECEMBER 31, 2009

Tax Increment Financing District No. 1-2 (Downtown)

DECERTIFIED ON DECEMBER 31, 2010

Tax Increment Financing District No. 1-3 (Independence Park)

DECERTIFIED ON JANUARY 29, 1999

Tax Increment Financing District No. 1-4 (General Resources)

DECERTIFIED ON DECEMBER 18, 2006

Tax Increment Financing District No. 1-5 (Industrial Pk/Airport Right-of-Way)

July 21, 1986: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was adopted by the City Council.

March 20, 1989: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

June 19, 1989: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

November 6, 1989: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

May 18, 1992: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

September 21, 1992: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

October 17, 1994: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

January 2, 1996: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

April 1, 1996: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

December 2, 1996: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

December 21, 1998: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council.

April 30, 2001: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council to reflect technical amendments and increased Project costs.

December 15, 2003: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council to reflect increased Project costs.

October 15, 2007: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council to reflect increased Project Costs.

June 2, 2008: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 was modified by the City Council to reflect increased Project Costs.

February 8, 2011: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-5 is to be modified by the City Council.

Tax Increment Financing District No. 1-6 (MCP Area Development)

DECERTIFIED FEBRUARY OF 2002

Tax Increment Financing District No. 1-7 (Commercial Redevelopment)

July 21, 1986: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was adopted by the City Council.

March 20, 1989: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

June 19, 1989: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

November 6, 1989: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

May 18, 1992: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

September 21, 1992: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

October 17, 1994: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

January 2, 1996: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

April 1, 1996: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

December 2, 1996: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

December 21, 1998: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council.

April 30, 2001: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council to reflect technical amendments and increased Project costs.

December 15, 2003: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council to reflect increased Project costs.

October 15, 2007: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council to reflect increased Project Costs.

June 2, 2008: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 was modified by the City Council to reflect increased Project Costs.

February 8, 2011: The Tax Increment Financing Plan for Tax Increment Financing District No. 1-7 is to be modified by the City Council.

Tax Increment Financing District No. 1-8 (Congregate Housing)

DECERTIFIED ON DECEMBER 18, 2006

Tax Increment Financing District No. 1-9 (Reinhart/Lake Beverage Projects)

DECERTIFIED ON JANUARY 29, 1999

Tax Increment Financing District No. 1-10 (Heartland Foods Project)

DECERTIFIED ON DECEMBER 18, 2006

Tax Increment Financing District No. 1-11 (Industrial Park Project)

August 16, 2011: Tax Increment Financing District No. 1-11 was established and the Tax Increment Financing Plan for Tax Increment Financing District No. 1-11 was adopted by the City Council to finance project costs relating to the development of the City and Authority's industrial park.

Tax Increment Financing District No. 1-12 (Bend-Rite Expansion Project)

June 12, 2012: Tax Increment Financing District No. 1-12 was established and the Tax Increment Financing Plan for Tax Increment Financing District No. 1-12 was adopted by the City Council to finance project costs relating to the expansion of an existing business within the City.

Tax Increment Financing District No. 1-14 (Commerce Industrial Park Project)

September 12, 2017: Tax Increment Financing District No. 1-14 is proposed to be established and the Tax Increment Financing Plan for Tax Increment Financing District No. 1-14 is proposed to be adopted by the City Council to finance project costs relating to the development of a new industrial park within the City.

Tax Increment Financing District No. 1-15 (Block 11 Redevelopment Project)

April 12, 2022: Tax Increment Financing District No. 1-15 is proposed to be established and the Tax Increment Financing Plan for Tax Increment Financing District No. 1-15 is proposed to be adopted by the City Council to finance project costs relating to the redevelopment of certain properties referenced as Block 11 to include a new mixed-use project with rental housing and first floor commercial space.

STATUTORY REFERENCES

During the 1987 Minnesota Legislative Session, the development statutes were recodified into once chapter, Chapter 469. The following table cross-references the previous statutory cites with the recodified cites.

<u>Previous Statutory Cite</u>	<u>Recodified Cite</u>
462.415	469.001
462.421	469.002
462.425	469.003
462.426	469.004
462.427	469.005
462.428	469.006
462.429	469.007
462.429	469.008
462.432	469.009
462.435	469.010
462.441	469.011
462.445	469.012
462.451	469.013
462.455	469.014
462.461	469.015
462.465	469.016
462.466	469.017
462.471	469.018
462.475	469.019
462.481	469.020
462.485	469.021
462.491	469.022
462.495	469.023
462.501	469.024
462.505	469.025
462.511	469.026
462.515	469.027
462.521	469.028
462.525	469.029
462.531	469.030
462.535	469.031
462.541	469.032
462.545	469.033
462.551	469.034
462.555	469.035
462.556	469.036
462.561	469.037
462.565	469.038
462.571	469.039
462.575	469.040
462.581	469.041
462.585	469.042

<u>Previous Statutory Cite</u>	<u>Recodified Cite</u>
462.645	469.043
462.651	469.043
462.713	469.044
462.714	469.045
462.715	469.046
462.716	469.047
273.73	469.174
273.74	469.175
273.75	469.176
273.76	469.177
273.77	469.178
273.78	469.179

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**SECTION II
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-1
(Minnesota Corn Processors, now ADM)**

DECERTIFIED ON DECEMBER 31, 2009

**SECTION III
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-2
(Downtown)**

DECERTIFIED ON DECEMBER 31, 2010

**SECTION IV
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-3
(Independence Park)**

DECERTIFIED ON JANUARY 29, 1999

**SECTION V
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-4
(General Resources)**

DECERTIFIED ON DECEMBER 18, 2006

**SECTION VI
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-5
(Industrial Park/Airport Right-of-Way)**

No Changes to the TIF Plan for TIF No. 1-5 with this modification

**SECTION VII
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-6
(MCP Area Development)**

DECERTIFIED ON FEBRUARY OF 2002

**SECTION VIII
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-7
(Commercial Redevelopment)**

No Changes to the TIF Plan for TIF No. 1-7 with this modification

**SECTION IX
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-8
(Congregate Housing)**

DECERTIFIED ON DECEMBER 18, 2006

**SECTION X
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-9
(Reinhart/Lake Beverage Projects)**

DECERTIFIED ON JANUARY 29, 1999

**SECTION XI
Tax Increment Financing Plan for
Tax Increment Financing District No. 1-10
(Heartland Foods Project)**

DECERTIFIED ON DECEMBER 18, 2006

**SECTION XII
Tax Increment Financing Plan for
Tax Increment Financing (Economic Development) District No. 1-11
(Industrial Park Project)**

No Changes to the TIF Plan for TIF No. 1-11 with this modification

**SECTION XIII
Tax Increment Financing Plan for
Tax Increment Financing (Economic Development) District No. 1-12
(Bend-Rite Expansion Project)**

No Changes to the TIF Plan for TIF No. 1-12 with this modification

**SECTION XIV
Tax Increment Financing Plan for
Tax Increment Financing (Economic Development) District No. 1-14
(Commerce Park Project)**

No Changes to the TIF Plan for TIF No. 1-14 with this modification

SECTION XV
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(Block 11 Redevelopment Project)

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**SECTION I – MODIFICATION TO THE REDEVELOPMENT PLAN
FOR REDEVELOPMENT PROJECT NO. 1**

Foreword

The following text represents a Modification to the Redevelopment Plan for Redevelopment Project No. 1. This modification represents a continuation of the goals and objectives set forth in the Redevelopment Plan for Redevelopment Project No. 1. The changes generally include the establishment of Tax Increment Financing (Redevelopment) District No. 1-15.

For further information, a review of the Redevelopment Plan for Redevelopment Project No. 1 is recommended. It is available at City Hall for the City of Marshall. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within Redevelopment Project No. 1.

1.1 Definitions

No Change

1.2 Statement and Finding of Public Purpose

No Change

1.3 Statutory Authority

No Change

1.4 Statement of Objectives

No Change

1.5 Estimated Public Improvement Costs and Supportive Data

(AS MODIFIED ON APRIL 12, 2022)

Included in this section are the estimated future development and public improvement costs related to the proposed property listed in Exhibit I-B that is anticipated to be included within Redevelopment Project No. 1 and improvements to which are to be financed by tax increments derived from tax increment financing districts within Redevelopment Project No. 1.

**(PUBLIC IMPROVEMENT COSTS AS INCREASED BY MODIFICATION OF
THE REDEVELOPMENT PLAN ON APRIL 12, 2022)**

Estimated Future Development Costs of the Redevelopment Plan

Project Costs	Amount
Land/building acquisition	\$400,000
Site improvements/preparation costs	\$1,302,146
Utilities	
Other public improvements	\$771,954
Construction of affordable housing	
Administrative expenses	\$130,216
Subtotal	\$2,604,316
Interest	
Total	\$2,604,316

1.6 Boundaries of Redevelopment Project No. 1

No Change

1.7 Boundary Maps of Redevelopment Project No. 1

No Change

1.8 Parcels to be Acquired in Whole or in Part Within Redevelopment Project No. 1

No Change

1.9 Public Improvements and Facilities Within Redevelopment Project No. 1

No Change

1.10 Environmental Controls

No Change

1.11 Proposed Reuse of Property

No Change

1.12 Administration and Maintenance of Redevelopment Project No. 1

No Change

1.13 Rehabilitation

No Change

1.14 Relocation

No Change

SECTION II

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-1
(Archer Daniels Midland – ADM formerly Minnesota Corn Processors)**

DECERTIFIED ON DECEMBER 31, 2009

SECTION III

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-2
(Downtown)**

DECERTIFIED ON DECEMBER 31, 2010

SECTION IV

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-3
(Independence Park)**

DECERTIFIED ON JANUARY 29, 1999

SECTION V

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-4
(General Resources)**

DECERTIFIED ON DECEMBER 18, 2006

SECTION VI

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-5
(Industrial Park/Airport Right-of-Way)**

No Changes to the TIF Plan for TIF No. 1-5 with this modification

SECTION VII

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-6
(MCP Area Development)**

DECERTIFIED FEBRUARY OF 2002

SECTION VIII

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-7
(Commercial Redevelopment)**

No Changes to the TIF Plan for TIF No. 1-7 with this modification

SECTION IX

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-8
(Congregate Housing)**

DECERTIFIED DECEMBER 18, 2006

SECTION X

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-9
(Reinhart/Lake Beverage Projects)**

DECERTIFIED ON JANUARY 29, 1999

SECTION XI

**Tax Increment Financing Plan for
Tax Increment Financing District No. 1-10
(Heartland Foods Project)**

DECERTIFIED DECEMBER 18, 2006

SECTION XII

**Tax Increment Financing Plan for
Tax Increment Financing (Economic Development) District No. 1-11
(Industrial Park Project)**

No Changes to the TIF Plan for TIF No. 1-11 with this modification

SECTION XIII

**Tax Increment Financing Plan for
Tax Increment Financing (Economic Development) District No. 1-12**

(Bendrite Project)

No Changes to the TIF Plan for TIF No. 1-12 with this modification

**SECTION XIV
Tax Increment Financing Plan for
Tax Increment Financing (Economic Development) District No. 1-14
(Commerce Park Project)**

No Changes to the TIF Plan for TIF No. 1-12 with this modification

**SECTION XV –TAX INCREMENT FINANCING PLAN
FOR TAX INCREMENT FINANCING (REDEVELOPMENT) DISTRICT NO. 1-15**

Introduction

The following text represents the Tax Increment Financing Plan for Tax Increment Financing District No. 1-15.

Section A Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the Housing and Redevelopment Authority in and for the City of Marshall, Minnesota, a housing and redevelopment authority and a public body corporate and politic duly organized and existing under the Constitution and laws of the State.

"City" means the City of Marshall, Minnesota, a municipal corporation, and political subdivision of the State duly organized and existing under its Charter and the Constitution and laws of the State, also referred to as a "Municipality".

"City Council" means the City Council of the City.

"County" means Lyon County, Minnesota.

"Developer": mean Block 11 Marshall, LLC.

"Governing Body" means the Board of Commissioners of the Authority.

"HRA Act" means Minnesota Statutes, Sections 469.001 to 469.047, as amended.

"Project Area" means Redevelopment Project Area No. 1 in the City, which is described in the corresponding Redevelopment Plan and shown in the map attached as Exhibit I, which includes the property legally described in Exhibit I.

"Redevelopment Plan" means the Redevelopment Plan for the Project Area.

"School District" means Independent School District No. 413, Minnesota.

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, as amended.

"TIF District" or "TIF District No. 1-15" means Tax Increment Financing (Redevelopment) District No. 1-15.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section B Statutory Authorization

See the Redevelopment Plan for the Redevelopment Project Area.

Section C Statement of Need and Public Purpose

See the Redevelopment Plan for the Redevelopment Project Area.

Section D Statement of Objectives

See the Redevelopment Plan for the Redevelopment Project Area.

Section E Designation of Tax Increment Financing District as a Redevelopment District

Redevelopment districts are a type of tax increment financing district in which one or more of the following conditions exists and is reasonably distributed throughout the district:

- (1) parcels comprising at least 70% of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures and more than 50% of the buildings, not including outbuildings, are structurally substandard requiring substantial renovation or clearance. A parcel is deemed "occupied" if at least 15% of the area of the parcel contains buildings, streets, utilities, paved or gravel parking lots, or other similar structures.
- (2) the property consists of vacant, unused, underused, inappropriately used, or infrequently used railyards, rail storage facilities, or excessive or vacated railroad right-of-ways; or
- (3) tank facilities, or property whose immediately previous use was for tank facilities, as defined in section 115C.02, subdivision 15, if the tank facilities:
 - (i) have or had a capacity of more than 1,000,000 gallons;
 - (ii) are located adjacent to rail facilities; and
 - (iii) have been removed or are unused, underused, inappropriately used, or infrequently used.

For districts consisting of two or more noncontiguous areas, each area must individually qualify under the provisions listed above, and the entire area must also qualify as a whole.

The TIF District qualifies as a redevelopment district in that it meets all of the criteria listed in (1) above. The supporting facts and documentation for this determination will be retained by the Authority for the life of the TIF District and are available to the public upon request. An analysis was completed to make this determination.

"Structurally substandard" means buildings that contain defects or deficiencies in structural elements, essential utilities and facilities, light and ventilation, fire protection (including egress), layout and condition of interior partitions, or similar factors. Generally, a building is not structurally substandard if it is in compliance with the building code applicable to a new building or could be modified to satisfy the existing code at a cost of less than 15% of the cost of constructing a new structure of the same size and type.

A city may not find that a building is structurally substandard without an interior inspection, unless it cannot gain access to the property and there exists evidence which supports the structurally substandard finding. Such evidence includes recent fire or police inspections, on-site property tax appraisals or housing inspections, exterior evidence of deterioration, or other similar reliable evidence. Written documentation of the findings and reasons why an interior inspection was not conducted must be made and retained. A parcel is deemed to be occupied by a structurally substandard building if the following conditions are met:

- (1) the parcel was occupied by a substandard building within three years of the filing of the request for certification of the parcel as part of the district;
- (2) the demolition or removal of the substandard building was performed or financed by the Authority, or was performed by a developer under a development agreement with the Authority;
- (3) the Authority found by resolution before such demolition or removal occurred that the building was structurally substandard and that the Authority intended to include the parcel in the TIF district, and
- (4) the Authority notifies the county auditor that the original tax capacity of the parcel must be adjusted upon filing the request for certification of the tax capacity of the parcel as part of a district.

In the case of (4) above, the County Auditor shall certify the original net tax capacity of the parcel to be the greater of (a) the current tax capacity of the parcel, or (b) a computed tax capacity of the parcel using the estimated market value of the parcel for the year in which the demolition or removal occurred, and the appropriate classification rate(s) for the current year.

At least 90 percent of the tax increment revenues from a redevelopment district must be used to finance the cost of correcting conditions that allow designation as a redevelopment district. These costs include, but are not limited to, acquiring properties containing structurally substandard buildings or improvements or hazardous substances, pollution, or contaminants, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition and rehabilitation of structures, clearing of land, removal of hazardous substances or remediation necessary to develop the land, and installation of utilities, roads, sidewalks, and parking facilities for the site. The allocated administrative expenses of the Authority may be included in the qualifying costs.

Section F Duration of the TIF District

Redevelopment districts may remain in existence 25 years from the date of receipt by the Authority of the first tax increment. Modifications of this plan (see Section Z) shall not extend these limitations.

Pursuant to Minnesota Statutes, Section 469.175, subd. 1(b), the Authority specifies 2024 as the first year in which it elects to receive tax increment from the TIF District, which is no later than four years following the year of approval of the TIF District. Thus, the Authority may collect increment from the district through December 31, 2049 but anticipates that the TIF District could

be decertified early (see Section P). All tax increments from taxes payable in the year the TIF District is decertified shall be paid to the Authority.

Section G Property to be Included in the TIF District

The TIF District comprises of the property described below and also includes adjacent streets and right-of-ways located within the Project Area. A map showing the location of the TIF District is shown in Exhibit I. The boundaries and area encompassed by the TIF District are described below:

Parcel Number	Legal Description
27-677119-0	
27-677129-0	ORIGINAL PLAT 01010001 LOTS 15-20 BLK 11

The area encompassed by the TIF District shall also include all streets and utility right-of-ways located upon or adjacent to the property described above, as illustrated in the boundary map included in Exhibit I.

Section H Property to be Acquired in the TIF District

The Authority does not anticipate acquiring any property located within the TIF District but plans to sell the property to the Developer for the planned redevelopment activities.

Section I Specific Development Expected to Occur Within the TIF District

The proposed project includes redevelopment of a portion of the property referred to as ‘Block 11’ in the City of Marshall. The City and Authority have assembled the property for qualification as substandard and eligible for inclusion within the creation of a redevelopment TIF District. Redevelopment is expected to include extraordinary site development costs as necessary for new development to occur. The developer, Block 11 Marshall, LLC, is planning to construct a 3-phase mixed use project that is expected to consist of 83 1 and 2-bedroom residential apartment units and 8,840 square feet of commercial space. Tax increment revenues are proposed to be used to finance the cost of correcting conditions that allowed for qualification of the project site including acquisition, site development, public improvements and other related eligible redevelopment costs, including allowable administrative expenses.

Construction of phase 1 (39 residential units) is projected to start in fall 2022 and continue through 2023. Construction of phase 2 (22 residential units and 4,420 commercial square feet) is projected to start in 2023 and continue through 2024. Construction of phase 3 (22 residential units and 4,420 commercial square feet) is projected to start in 2024 and continue through 2025. The project is expected to be fully constructed by December 31, 2025 and be 100% assessed and on the tax rolls as of January 2, 2026 for taxes payable 2027.

Section J Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

- (1) The TIF District qualifies as a redevelopment district;

The City building department inspected and evaluated the property within the proposed Tax Increment Financing District to be established by the Authority. The purpose of the evaluation was to determine if the proposed district met the statutory requirements for coverage and if the buildings met the qualifications required for a Redevelopment District.

A final report will be prepared for the City to retain on file in City offices for public inspection. The report contains the details of the findings summarized below regarding the substandard qualifications:

- The TIF District consists of two (2) parcels and such parcels, consisting of 100 percent of the area of the proposed TIF District, are occupied by buildings (exceeding the 70 percent coverage test);
 - 100 percent (3 of 3) of the buildings in the proposed TIF District contain code deficiencies exceeding the 15 percent threshold;
 - 100 percent of the buildings (3 of 3, which is greater than 50%) are structurally substandard to a degree requiring substantial renovation or clearance, because of defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance, exceeding the more than 50 percent substandard test; and
 - The foregoing conditions are reasonably distributed throughout the geographic area of the proposed TIF District.
- (2) The proposed redevelopment, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the district permitted by the TIF Plan.

Factual basis:

Proposed development not expected to occur:

The proposed project consists of the redevelopment of property within the City that consisted of blighted property found to be substandard and has been demolished to allow for redevelopment of the project site. The City found by resolution the property to be substandard for inclusion within a redevelopment district prior to demolition. The City has identified significant and extraordinary costs including site development/preparation, public improvements and other redevelopment costs associated with redevelopment of the project site in conjunction with new development. The estimated total redevelopment costs for this property make the total cost of this effort significantly higher than costs reasonably incurred for similar developments on a clean site. The City's finding that the proposed redevelopment would be unlikely to occur solely through private investment within the reasonably foreseeable future is based on an analysis of the proforma and other materials submitted by the developer.

No higher market value expected:

If the proposed redevelopment did not go forward, for the same reasons described above, no significant alternative redevelopment of the proposed TIF area would occur. The existing building is currently substandard and it is highly unlikely that the improvements would be made on the property site without tax increment financing. In short, there is no basis for expectation that the area would redevelop or be renovated in any significant way purely by private action without public subsidy.

To summarize the basis for the City's findings regarding alternative market value, in accordance with Minnesota Statutes, Section 469.175, Subd. 3(d), the City makes the following determinations:

- a. The City's estimate of the amount by which the market value of the site will increase without the use of tax increment financing is anywhere from \$0 to some modest amount based on small scale renovation or redevelopment that could be possible without assistance; any estimated values would be too speculative to ascertain.
 - b. If the proposed development to be assisted with tax increment occurs in the District, the total increase in market value would be approximately \$7,087,510, including the value of the building (See Exhibit V).
 - c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$1,379,247 (See Exhibit V).
 - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$5,708,263 (the amount in clause b less the amount in clause c) without tax increment assistance.
- (3) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for development of the Project Area by private enterprise.

Factual basis:

The anticipated redevelopment of the project site and any subsequent demolition, reconstruction, or renovation related to the project will remain consistent with the City's design goals. The Development proposed to occur within the TIF District will afford maximum opportunity for the development of the applicable parcel consistent with the needs of the City and the removal of substandard buildings. The Development will increase the taxable market valuation of the City and provide additional housing options in the City.

- (4) The TIF Plan conforms to general plans for development of the City as a whole.

Factual basis: The City has determined that the development proposed in the TIF Plan conforms to the City comprehensive plan.

Section K Estimated Public Costs

The estimated public costs of the TIF District are listed below. Such costs are eligible for reimbursement from tax increments of the TIF District.

Project Costs	Amount
Land/building acquisition	\$400,000
Site improvements/preparation costs	\$1,302,146
Utilities	
Other public improvements	\$771,954
Construction of affordable housing	
Administrative expenses	\$130,216
Subtotal	\$2,604,316
Interest	
Total	\$2,604,316

The Authority anticipates using tax increment to the extent available to finance redevelopment costs of the project including primarily acquisition, site improvement/preparation costs, related administrative expenses, and other TIF-eligible expenditures as deemed necessary and related to redevelopment of the project site.

The Authority reserves the right to administratively adjust the amount of any of the items listed above or to incorporate additional eligible items, so long as the total estimated public cost (\$2,604,316) is not increased. The Authority also reserves the right to fund any of the identified costs with any other legally available revenues but anticipates that such costs will be primarily financed with tax increments.

Section L Estimated Sources of Revenue

Sources of Revenue	Amount
Tax Increment revenue	\$2,604,316
Interest on invested funds	
Other	
Total	\$2,604,316

The Authority anticipates capturing the tax increments from the project for financing of the identified redevelopment costs and reimbursing the developer for a portion of those costs. As tax increments are collected from the TIF District in future years, a portion of these taxes will be used by the Authority to reimburse the developer for public costs incurred (see Section K). The Authority also anticipates retaining any remaining increment to finance eligible administrative or other expenses related to the project.

The Authority reserves the right to finance any or all public costs of the TIF District using pay-as-you-go assistance, internal funding, general obligation or revenue debt, or any other financing mechanism authorized by law. The Authority also reserves the right to use other sources of revenue legally applicable to the Project Area to pay for such costs including, but not limited to, special assessments, utility revenues, federal or state funds, and investment income.

Section M Estimated Amount of Bonded Indebtedness

The maximum principal amount of bonds (as defined in the TIF Act) secured in whole or part with tax increment from the TIF District is \$2,604,316. The Authority currently plans to finance the site improvements and redevelopment costs through one or more pay-as-you-go notes but

reserves the right to issue bonds in any form, including without limitation any interfund loan with interest not to exceed the maximum permitted under Section 469.178, subd. 7 of the TIF Act.

Section N Original Net Tax Capacity

The County Auditor shall certify the original net tax capacity of the TIF District. This value will be equal to the total net tax capacity of all property in the TIF District as certified by the State Commissioner of Revenue. For districts certified between January 1 and June 30, inclusive, this value is based on the previous assessment year. For districts certified between July 1 and December 31, inclusive, this value is based on the current assessment year.

The Estimated Taxable Value of all property within the TIF District as of January 2, 2021, for taxes payable in 2022, is \$365,900. Upon establishment of the TIF District and classification of the property as residential rental, the estimated original net tax capacity of the TIF District is estimated to be \$4,574. This assumes the property is classified as residential rental. This value is also assumed to be the value of the property, including land and building, as of the date the substandard buildings occupied the parcel.

Each year the County Auditor shall certify the amount that the original net tax capacity has increased or decreased as a result of:

- (1) changes in the tax-exempt status of property;
- (2) reductions or enlargements of the geographic area of the TIF District;
- (3) changes due to stipulation agreements or abatements; or
- (4) changes in property classification rates.

Section O Original Local Tax Rate

The County Auditor shall also certify the original local tax rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the original net tax capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the original local tax rate of the TIF District.

The County Auditor shall certify the sum of all local tax rates that apply to property in the TIF District for taxes levied in 2021 and payable in 2022 as the original tax capacity rate of the TIF District. Because those rates are not yet available, for purposes of estimating the tax increment generated by the TIF District, the sum of the local tax rates for taxes levied in 2020 and payable in 2021 is 129.013% as shown below.

<u>Taxing Jurisdiction</u>	<u>2020/2021 Local Tax Rate</u>
City of Marshall	59.012%
Lyon County	37.514%
ISD #413	32.334%
Other	<u>0.153%</u>
Total	129.013%

Section P Projected Retained Captured Net Tax Capacity and Projected Tax Increment

The Authority anticipates that the redevelopment will be completed by December 31, 2025, creating a total tax capacity for TIF District No. 1-15 of \$68,278 as of January 2, 2026. The captured tax capacity as of that date is projected to be \$63,704 and the first full year of increment is projected to be \$82,187 in taxes payable 2027. A complete schedule of estimated tax increment from the TIF District is shown in Exhibit III.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

The estimates shown in this TIF Plan assume that residential rental class rates remain at 1.25% and commercial-industrial class rates remain at 1.5% for first \$150,000 and 2% value above \$150,000 of the estimated taxable value and assume 2% annual increases in market values.

Each year the County Auditor shall determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the original net tax capacity, the difference shall be known as the captured net tax capacity of the TIF District.

The County Auditor shall certify to the Authority the amount of captured net tax capacity each year. The Authority may choose to retain any or all of this amount. It is the Authority's intention to retain 100% of the captured net tax capacity of the TIF District. Such amount shall be known as the retained captured net tax capacity of the TIF District.

Exhibit II gives a listing of the various information and assumptions used in preparing a number of the exhibits contained in this TIF Plan, including Exhibit III which shows the projected tax increment generated over the anticipated life of the TIF District.

Section Q Use of Tax Increment

Each year the County Treasurer shall deduct 0.36% of the annual tax increment generated by the TIF District and pay such amount to the State's General Fund. Such amounts will be appropriated to the State Auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit III shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

- (1) pay for the estimated public costs of the TIF District (see Section K) and County administrative costs associated with the TIF District (see Section T);
- (2) pay principal and interest on tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;
- (3) accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the estimated public costs of the TIF District;

- (4) pay all or a portion of the county road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
- (5) return excess tax increments to the County Auditor for redistribution to the City, County and School District.

Tax increments from property located in one county must be expended for the direct and primary benefit of a project located within that county, unless both county boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations applicable to the City.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the State or federal government, or for a commons area used as a public park, or a facility used for social, recreational, or conference purposes. This prohibition does not apply to the construction or renovation of a parking structure or of a privately-owned facility for conference purposes.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sale of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section R Excess Tax Increment

In any year in which the tax increments from the TIF District exceed the amount necessary to pay the estimated public costs authorized by the TIF Plan, the Authority shall use the excess tax increments to:

- (1) prepay any outstanding tax increment bonds;
- (2) discharge the pledge of tax increments thereof;
- (3) pay amounts into an escrow account dedicated to the payment of the tax increment bonds; or
- (4) return excess tax increments to the County Auditor for redistribution to the City, County and School District. The County Auditor must, prior to February 1 of each year, report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District for the preceding taxable year.

Section S Tax Increment Pooling and the Five-Year Rule

At least 75% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District (see Section E for additional restrictions). No more than 25% of the tax increments may be spent on costs outside of the TIF District but within the boundaries of the Project Area, except to pay debt service on credit enhanced bonds. All administrative expenses are considered to have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

- (1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
- (2) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund.
- (3) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
- (4) used to reimburse a party for payment of eligible costs (including interest) incurred within five years from certification of the district.

Beginning with the sixth year following certification of the TIF District, at least 75% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

The Authority anticipates that an allowable portion of tax increments generated by the project may be spent outside the TIF District (including allowable administrative expenses), and such expenditures are expressly authorized in this TIF Plan.

Section T Limitation on Administrative Expenses

Administrative expenses are defined as all costs of the Authority other than:

- (1) amounts paid for the purchase of land;
- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the physical development of the real property in the project;
- (3) relocation benefits paid to, or services provided for, persons residing or businesses located in the project;
- (4) amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to section 469.178; or
- (5) amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clause (1) to (3).

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the County in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total tax increment expenditures authorized by the TIF Plan or (b) 10% of the total tax increments received by the TIF District.

Section U Limitation on Property Not Subject to Improvements - Four Year Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel shall be excluded from the TIF District and the original net tax capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the original net tax capacity of the TIF District.

Section V Estimated Impact on Other Taxing Jurisdictions

Exhibit IV shows the estimated impact on other taxing jurisdictions if the maximum projected retained captured net tax capacity of the TIF District was hypothetically available to the other taxing jurisdictions. The Authority believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

The fiscal and economic implications of the proposed tax increment financing district, as pursuant to Minnesota Statutes, Section 469.175, Subdivision 2, are listed below.

1. The total amount of tax increment that will be generated over the life of the district is estimated to be \$2,613,723.
2. To the extent the project in TIF District No. 1-15 generates any public cost impacts on city-provided services such as police and fire protection, public infrastructure, and the impact of any general obligation tax increment bonds attributable to the district upon the ability to issue other debt for general fund purposes, such costs will be levied upon the taxable net tax capacity of the City, excluding that portion captured by the TIF District. The City does not anticipate issuing general obligation tax increment bonds but reserves the right to the use of internal financing, as necessary, to finance a portion of the project costs attributable to the District.
3. The amount of tax increments over the life of the district that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is estimated to be \$655,066.
4. The amount of tax increments over the life of the district that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same is estimated to be \$760,010.
5. No additional information has been requested by the county or school district that would enable it to determine additional costs that will accrue to it due to the development proposed for the district.

Section W Prior Planned Improvements

The Authority shall accompany its request for certification to the County Auditor (or notice of district enlargement), with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the original net tax capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

There have been no building permits issued in the last 18 months in conjunction with any of the properties within the TIF District.

Section X Development Agreements

If within a project containing a redevelopment district, more than 25% of the acreage of the property to be acquired by the Authority is purchased with tax increment bonds proceeds (to which tax increment from the property is pledged), then prior to such acquisition, the Authority must enter into an agreement for the development of the property. Such agreement must provide recourse for the Authority should the development not be completed.

The Authority anticipates entering into an agreement for development.

Section Y Assessment Agreements

The Authority may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be a reasonable estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, County and School District.

The Authority does not anticipate entering into an assessment agreement.

Section Z Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; a determination to capitalize interest on the debt if that determination was not part of the original TIF Plan, an increase in the portion of the captured net tax capacity to be retained by the Authority, an increase in the total estimated public costs, or designation of property to be acquired by the Authority shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

- (1) the only modification is elimination of parcels from the TIF District; and

- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's original net tax capacity, or the Authority agrees that the TIF District's original net tax capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The Authority must notify the County Auditor of any modification that reduces or enlarges the geographic area of the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section AA Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the Authority shall submit a copy of such plan to the Minnesota Department of Revenue and the Office of the State Auditor. The Authority shall also request that the County Auditor certify the original net tax capacity and net tax capacity rate of the TIF District. To assist the County Auditor in this process, the Authority shall submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The Authority shall also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County shall distribute to the Authority the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the retained captured net tax capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In administering and implementing the TIF Plan, the following actions should occur on an annual basis:

- (1) prior to July 1, the City shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to ensure that the new value will be recorded in a timely manner.
- (2) if the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
- (3) each year the County Auditor shall certify the amount of the original net tax capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
 - (a) the value of property that changes from tax-exempt to taxable shall be added to the original net tax capacity of the TIF District. The reverse shall also apply;
 - (b) the original net tax capacity may be modified by any approved enlargement or reduction of the TIF District;
 - (c) if laws governing the classification of real property cause changes to the percentage of estimated market value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the original net tax capacity and the retained captured net tax capacity of the TIF District.

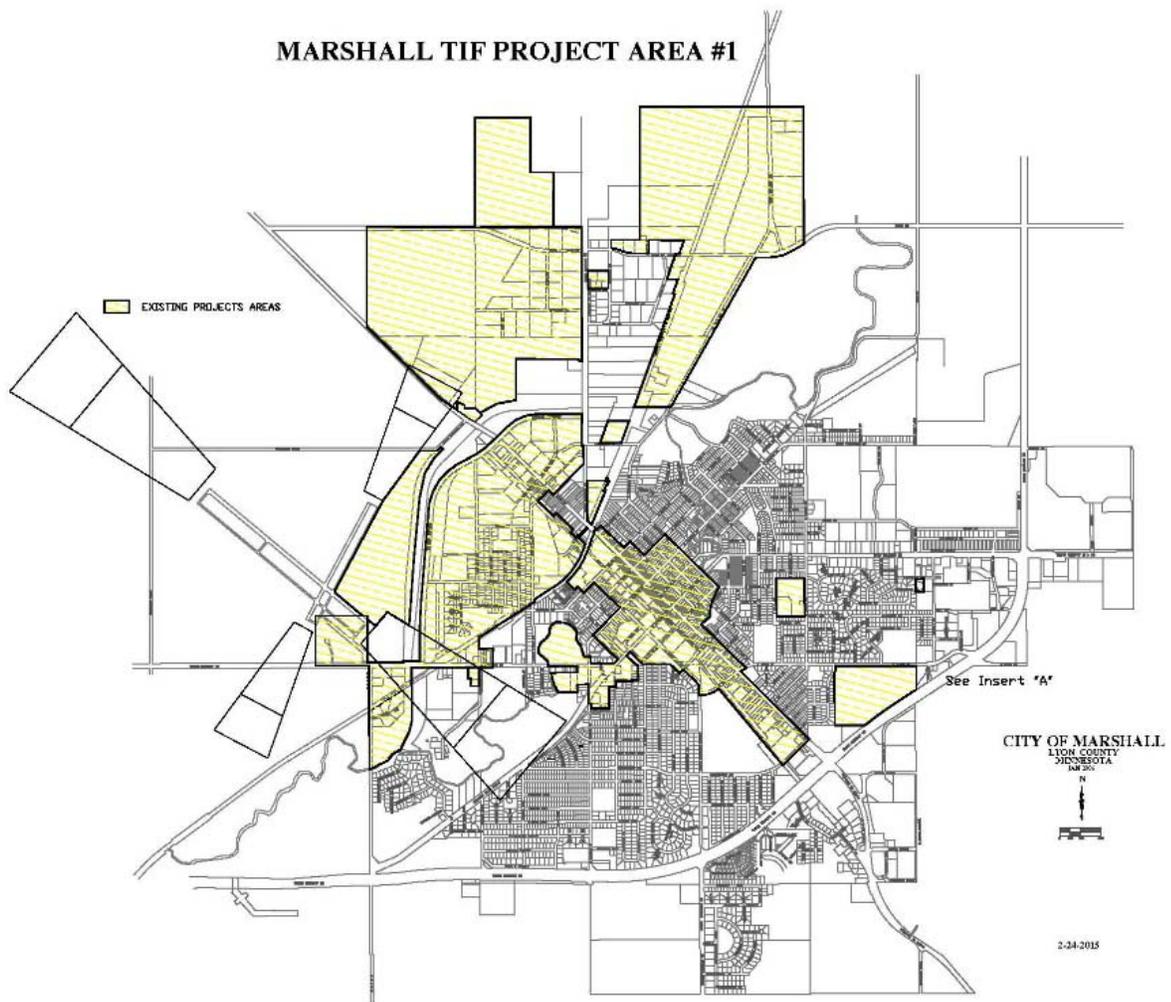
The County Auditor shall notify the Authority of all changes made to the original net tax capacity of the TIF District.

Section AB Filing TIF Plan, Financial Reporting and Disclosure Requirements

The Authority will file the TIF Plan, and any subsequent amendments thereto, with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes, Section 469.175, subdivision 4A. The Authority will comply with all reporting requirements for the TIF District under Minnesota Statutes, Section 469.175, subdivisions 5 and 6.

Map of
Tax Increment Financing (Redevelopment) District No. 1-15





Projected Tax Increment Report

**City of Marshall, Minnesota
 Tax Increment Financing (Redevelopment) District No. 1-15
 Proposed Block 11 Redevelopment (Mixed Use)
 Draft TIF Plan Exhibits: \$4,646,000 New Taxable Value**

Annual Period Ending (1)	Total Market Value (2)	Total Net Tax Capacity (3)	Less: Original Net Tax Capacity (4)	Retained Captured Net Tax Capacity (5)	Times: Tax Capacity Rate (4) (6)	Annual Gross Tax Increment (7)	Less: State Aud. Deduction 0.360% (8)	Subtotal Net Tax Increment (9)	Less: Adm./Pooling Retainage 25.00% (10)	Less: Land Interfund Loan 25.00% (11)	Annual Net Revenue (12)	P.V. Annual Net Rev. To 08/01/22 4.00%
12/31/22	365,900	4,574	4,574	0	129.013%	0	0	0	0	0	0	0
12/31/23	365,900	4,574	4,574	0	129.013%	0	0	0	0	0	0	0
12/31/24	365,900	4,574	4,574	0	129.013%	0	0	0	0	0	0	0
12/31/25	1,560,000	19,500	4,574	14,926	129.013%	19,257	69	19,188	4,797	4,797	9,594	8,698
12/31/26	3,134,200	43,400	4,574	38,826	129.013%	50,091	180	49,911	12,478	12,478	24,955*	21,754
12/31/27	4,726,624	68,278	4,574	63,704	129.013%	82,187	296	81,891	20,473	20,473	40,945	34,320
12/31/28	4,821,156	69,658	4,574	65,085	129.013%	83,968	302	83,666	20,917	20,917	41,832	33,715
12/31/29	4,917,580	71,067	4,574	66,493	129.013%	85,784	309	85,475	21,369	21,369	42,737	33,120
12/31/30	5,015,931	72,503	4,574	67,929	129.013%	87,637	315	87,322	21,831	21,831	43,660	32,534
12/31/31	5,116,250	73,968	4,574	69,394	129.013%	89,527	322	89,205	22,301	22,301	44,603	31,958
12/31/32	5,218,575	75,462	4,574	70,889	129.013%	91,455	329	91,126	22,782	22,782	45,562	31,390
12/31/33	5,322,946	76,987	4,574	72,413	129.013%	93,422	336	93,086	23,272	23,272	46,542	30,832
12/31/34	5,429,405	78,541	4,574	73,967	129.013%	95,428	344	95,084	23,771	23,771	47,542	30,283
12/31/35	5,537,993	80,127	4,574	75,553	129.013%	97,474	351	97,123	24,281	24,281	48,561	29,742
12/31/36	5,648,753	81,745	4,574	77,171	129.013%	99,560	358	99,202	24,801	24,801	49,600	29,210
12/31/37	5,761,728	83,395	4,574	78,821	129.013%	101,689	366	101,323	25,331	25,331	50,661	28,687
12/31/38	5,876,963	85,077	4,574	80,504	129.013%	103,860	374	103,486	25,872	25,872	51,742	28,173
12/31/39	5,994,502	86,794	4,574	82,220	129.013%	106,075	382	105,693	26,423	26,423	52,847	27,668
12/31/40	6,114,392	88,545	4,574	83,971	129.013%	108,334	390	107,944	26,986	26,986	53,972	27,170
12/31/41	6,236,680	90,331	4,574	85,757	129.013%	110,638	398	110,240	27,560	27,560	55,120	26,680
12/31/42	6,361,414	92,152	4,574	87,579	129.013%	112,988	407	112,581	28,145	28,145	56,291	26,199
12/31/43	6,488,642	94,010	4,574	89,437	129.013%	115,385	415	114,970	28,743	28,743	57,484	25,725
12/31/44	6,618,415	95,906	4,574	91,332	129.013%	117,830	424	117,406	29,352	29,352	58,702	25,260
12/31/45	6,750,783	97,839	4,574	93,265	129.013%	120,324	433	119,891	29,973	29,973	59,945	24,803
12/31/46	6,885,799	99,810	4,574	95,237	129.013%	122,868	442	122,426	30,607	30,607	61,212	24,353
12/31/47	7,023,515	101,822	4,574	97,248	129.013%	125,462	452	125,010	31,253	31,253	62,504	23,911
12/31/48	7,163,985	103,873	4,574	99,299	129.013%	128,109	461	127,648	31,912	31,912	63,824	23,477
12/31/49	7,307,265	105,966	4,574	101,392	129.013%	130,809	471	130,338	32,585	32,585	65,168	23,049
12/31/50	7,453,410	108,100	4,574	103,526	129.013%	133,562	481	133,081	33,270	33,270	66,541	22,629
						\$2,613,723	\$9,407	\$2,604,316	\$651,085	\$651,085	\$1,302,146	\$705,340

* election to delay receipt of first increment until 2026 (up to 4 years from approval date)

(1) Total estimated market value based on preliminary information provided by City Assessor (\$40,000/unit apartments and \$150/SF commercial)

very preliminary and subject to further review. Includes 2% annual market value inflator

(2) Total net tax capacity based on residential rental class rate of 1.25% and commercial-industrial class rates of 1.5% up to \$150,000 of value and 2% for value above \$150,000

(3) Original net tax capacity based on existing value for parcels to be included in development

(4) Total local combined tax rate for taxes payable 2021

Estimated Impact on Other Taxing Jurisdictions Report

**City of Marshall, Minnesota
 Tax Increment Financing (Redevelopment) District No. 1-15
 Proposed Block 11 Redevelopment (Mixed Use)
 Draft TIF Plan Exhibits: \$4,646,000 New Taxable Value**

Taxing Jurisdiction	Without Project or TIF District		With Project and TIF District					
	2020/2021 Taxable Net Tax Capacity (1)	2020/2021 Local Tax Rate	2020/2021 Taxable Net Tax Capacity (1)	Projected Retained Captured Net Tax Capacity +	New Taxable Net Tax Capacity =	Hypothetical Adjusted Local Tax Rate (*)	Hypothetical Decrease In Local Tax Rate (*)	Hypothetical Tax Generated by Retained Captured N.T.C. (*)
City of Marshall	12,317,601	59.012%	12,317,601	\$103,526	12,421,127	58.520%	0.492%	60,584
Lyon County	39,640,163	37.514%	39,640,163	103,526	39,743,689	37.416%	0.098%	38,736
ISD #413	19,021,259	32.334%	19,021,259	103,526	19,124,785	32.159%	0.175%	33,293
Other (2)	---	0.153%	---	103,526	---	0.153%	---	---
Totals		129.013%				128.248%	0.765%	

*** Statement 1:** If the projected Retained Captured Net Tax Capacity of the TIF District was hypothetically available to each of the taxing jurisdictions above, the result would be a lower local tax rate (see Hypothetical Adjusted Tax Rate above) which would produce the same amount of taxes for each taxing jurisdiction. In such a case, the total local tax rate would decrease by 0.765% (see Hypothetical Decrease in Local Tax Rate above). The hypothetical tax that the Retained Captured Net Tax Capacity of the TIF District would generate is also shown above.

Statement 2: Since the projected Retained Captured Net Tax Capacity of the TIF District is not available to the taxing jurisdictions, then there is no impact on taxes levied or local tax rates.

- (1) Taxable net tax capacity = total net tax capacity - captured TIF - fiscal disparity contribution, if applicable.
- (2) The impact on these taxing jurisdictions has not been calculated. They represent 0.12% of the total tax rate.

Market Value Analysis Report

City of Marshall, Minnesota

Tax Increment Financing (Redevelopment) District No. 1-15

Proposed Block 11 Redevelopment (Mixed Use)

Draft TIF Plan Exhibits: \$4,646,000 New Taxable Value

<u>Assumptions</u>			
	Present Value Date		08/01/22
	P.V. Rate - Gross T.I.		4.00%
<hr/>			
	Increase in EMV With TIF District		\$7,087,510
	Less: P.V of Gross Tax Increment		<u>1,379,247</u>
	Subtotal		\$5,708,263
	Less: Increase in EMV Without TIF		<u>0</u>
	Difference		\$5,708,263
<hr/>			
		Annual	Present
		Gross Tax	Value @
	Year	Increment	4.00%
	<hr/>	<hr/>	<hr/>
1	2025	19,257	17,008
2	2026	50,091	42,539
3	2027	82,187	67,112
4	2028	83,968	65,929
5	2029	85,784	64,764
6	2030	87,637	63,618
7	2031	89,527	62,491
8	2032	91,455	61,381
9	2033	93,422	60,290
10	2034	95,428	59,216
11	2035	97,474	58,159
12	2036	99,560	57,119
13	2037	101,689	56,096
14	2038	103,860	55,090
15	2039	106,075	54,101
16	2040	108,334	53,128
17	2041	110,638	52,171
18	2042	112,988	51,230
19	2043	115,385	50,305
20	2044	117,830	49,395
21	2045	120,324	48,501
22	2046	122,868	47,621
23	2047	125,462	46,756
24	2048	128,109	45,906
25	2049	130,809	45,071
26	2050	<u>133,562</u>	<u>44,250</u>
		\$2,613,723	\$1,379,247

**Report of Inspection Procedures and Results for Determining Qualifications of a Tax
Increment Financing District as a Redevelopment District**

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Award of Proposal for Wastewater Sanitary Manhole Sealing and Relining Project.
Background Information:	The Wastewater Department has been annually relining some of the worst sanitary manholes that have become deteriorated due to age and hydrogen sulfide. These are in poor structural shape and leaking ground water into the sanitary system. We have found a relining system that is working very well and is much cheaper than replacing the manholes. Once relined, the manholes should have a life expectancy of 50 years again. Each year, an amount is budgeted to do several manholes out of the WWTF Equipment Repair & Maintenance line item. We have been doing this since 2018 with good results.
Fiscal Impact:	Per the Finance Department, this project will be funded from Wastewater Equipment Repair & Maintenance (Account# 602-49500-53415).
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council approve acceptance of the quote from Hiperline of Cokato, Minnesota, in the amount of \$34,168.00 for the above-referenced project sealing and relining three manholes in 2022.



HIPERLINE
HIGH PERFORMANCE LINING

Manhole Quote

Sold To Robert (Bob) Vanmoer
Marshall, MN
Bob.vanmoer@ci.marshall.mn.us
[1 \(507\) 530-3044](tel:15075303044)

Date 12/14/2021

PO No.

Manhole	Location	Depth (ft)	Description of Repair	Mobilization:	Cost
1	MH 33SW 14A	28.50	SpectraShield, Old Precast, Grout Medium leaks	\$1,200.00	12,625.50
2	MH9 SE 42	20.50	SpectraShield, Old Precast 5' Diameter, Grout High leaks		10,557.50
3	MH 9 SE 41	19.00	SpectraShield, Old Precast 5' Diameter, Grout High leaks		9,785.00
Total					\$34,168.00

Notes:

- A site visit is agreed upon prior to mobilization if deemed necessary by HIPERLINE.
- Owner shall be responsible for providing a disposal site for all debris during the installation of the SpectraShield Liner System. This debris shall include, but not be limited to sand, chipped concrete, old linings, effluents, etc.
- Invoice(s) will be based upon field measurements and may increase or decrease the actual invoice/contract/purchase order amount accordingly.
- Our invoices are NET 30 DAYS, no retainage. A 1.5% interest charge per month for invoices over 30 days will apply.
- Sanitary sewer manholes include our industry leading 10 year warranty; storm sewer structures come with a standard 1 year warranty
- Removing manhole steps is part of the standard process unless noted otherwise
- If excessive grouting/leak-stopping is required (more than 1 workday), we will notify customer before proceeding. Additional grouting rates are \$300 per hour for the truck and crew, \$100 per gallon of grout, and \$25 per tube of grout

Customer Name

Customer Signature

Send Invoice To

Thanks for the Opportunity to Serve You!

HIPERLINE 15725 US HWY 12 SW Cokato, MN 55321 320.286.2471

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of Consumption and Display License for Southwest Minnesota State University.
Background Information:	Staff have received an application for Consumption and Display License for Southwest Minnesota State University. This application has been reviewed and meets the necessary requirements.
Fiscal Impact:	The City License fee is \$130.00 The State License fee is \$250.00
Alternative/ Variations:	None Recommended.
Recommendations:	That the Council approval the annual renewal of the Consumption and Display License for Southwest Minnesota State University for the period April 1, 2022 through March 31, 2023.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor License for Holy Redeemer Church for August 17, 2022.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for Holy Redeemer Church for August 17, 2022 to use at Lyon County Fairgrounds, 504 Fairgrounds Rd, Marshall, MN.
Fiscal Impact:	\$30
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	To approve a Temporary On-Sale Liquor License for the Holy Redeemer Church for August 17, 2022 to use at Lyon County Fairgrounds, 504 Fairgrounds Rd, Marshall, MN.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 651-201-7507 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Holy Redeemer Church		Date organized	Tax exempt number
Organization Address 503 W Lyon St		City Marshall	State MN
Zip Code 56258		Home phone	
Name of person making application Fr. Anthony J. Stubeda		Business phone 507-532-5711	
Date(s) of event August 17, 2022	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Fr, Anthony J. Stubeda	City Marshall	State MN	Zip Code 56258
Organization officer's name Doug Olsem	City Marshall	State MN	Zip Code 56258
Organization officer's name Michelle Full	City Marshall	State MN	Zip Code 56258

Location where permit will be used. If an outdoor area, describe.
 Lyon Co. Fairgrounds

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

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

APPROVAL

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

Marshall City
 City or County approving the license

\$30.00
 Fee Amount

3/21/22
 Date Fee Paid

 Signature City Clerk or County Official

 Date Approved

8-17-2022
 Permit Date

Kyle.Box@ci.marshall.mn.us
 City or County E-mail Address

507-532-6775
 City or County Phone Number

Kyle Box
 Please Print Name of City Clerk or County Official

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

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider two LG220 Application for Exempt Permits for Holy Redeemer Church.
Background Information:	Attached are two applications for Exempt Permit for Holy Redeemer Church for events to be held on August 17, 2022 at Lyon County Fairgrounds, September 24, 2022 at Holy Redeemer Church.
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to Holy Redeemer Church to hold a raffle on August 17, 2022 at Lyon County Fairgrounds, September 24, 2022 at Holy Redeemer Church, Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30- day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
• conducts lawful gambling on five or fewer days, and
• awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Holy Redeemer Church
Previous Gambling Permit Number:
Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any:
Mailing Address: 503 W Lyon St
City: Marshall State: MN Zip: 56258 County: Lyon
Name of Chief Executive Officer (CEO): Fr. Anthony J. Stubeda
CEO Daytime Phone: 507-532-5711 CEO Email: astubeda@holy-redeemer.com
Email permit to (if other than the CEO): lnelson@holy-redeemer.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[] Fraternal [x] Religious [] Veterans [] Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:
[] A current calendar year Certificate of Good Standing
[x] IRS income tax exemption (501(c)) letter in your organization's name
[] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Holy Redeemer Church
Physical Address (do not use P.O. box): 501 W Lyon St
Check one:
[x] City: Marshall Zip: 56258 County: Lyon
[] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): September 24, 2022
Check each type of gambling activity that your organization will conduct:
[] Bingo [] Paddlewheels [] Pull-Tabs [] Tipboards [x] Raffle

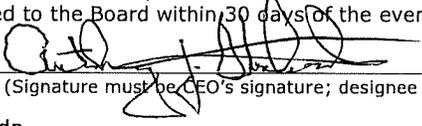
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the List of Licensees tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>Marshall</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: March 18, 2022

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

Print Name: Fr. Anthony J. Stubeda

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)
Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.
Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Holy Redeemer Church Previous Gambling Permit Number: [REDACTED]
 Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]
 Mailing Address: 503 W Lyon St
 City: Marshall State: MN Zip: 56258 County: Lyon
 Name of Chief Executive Officer (CEO): Fr. Anthony J. Stubeda
 CEO Daytime Phone: 507-532-5711 CEO Email: astubeda@holy-redeemer.com
(permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO): lnelson@holy-redeemer.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
 Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Lyon County Fairgrounds
 Physical Address (do not use P.O. box): 504 Fairgrounds Rd.
 Check one:
 City: Marshall Zip: 56258 County: Lyon
 Township: _____ Zip: _____ County: _____
 Date(s) of activity (for raffles, indicate the date of the drawing): August 17, 2022
 Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

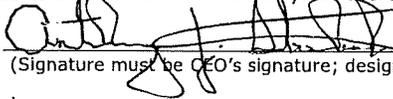
Item 7.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>Marshall</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: March 18, 2022

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

Print Name: Fr. Anthony J. Stubeda

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.</p> <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider a LG220 Application for Exempt Permit for the Marshall Fire Department Relief Association.
Background Information:	Attached is an application for Exempt Permit for the Marshall Fire Department Relief Association for an event to be held on October 13, 2022 at Marshall Fire Hall.
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	None Recommended.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to Marshall Fire Department Relief Association to hold a raffle on October 13, 2022, at Marshall Fire Hall, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Marshall Fire Dept. Relief Association Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 201 E. Saratoga St.

City: Marshall State: MN Zip: 56258 County: Lyon

Name of Chief Executive Officer (CEO): Ryan Serreyn

CEO Daytime Phone: 507-828-9093 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): quentin.brunsvold@ci.marshall.mn.us

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): City of Marshall - Fire Station

Physical Address (do not use P.O. box): 201 E. Saratoga St.

Check one:

City: Marshall Zip: 56258 County: Lyon

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 10/13/2022

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

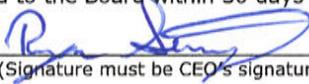
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 4/5/2022

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

Print Name: Ryan Serreyn

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider LG220 Application for Exempt Permit for the Knights of Columbus.
Background Information:	This LG220 application of Exempt Permit is for the Knights of Columbus to hold a raffle on July 9, 2022 to be held at Holy Redeemer Church, 503 W. Lyon St., Marshall, Minnesota
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to Knights of Columbus to hold a raffle on July 9, 2022 to be held at Holy Redeemer Church, 503 W. Lyon St., Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Knights of Columbus Holy Redeemer Countil 1621 Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: P.O. Box 1105

City: Marshall State: MN Zip: 56258 County: Lyon

Name of Chief Executive Officer (CEO): Michael Gruhot

CEO Daytime Phone: 507-537-1817 CEO Email: msgruhot87@outlook.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division Secretary of State website, phone numbers:
60 Empire Drive, Suite 100 www.sos.state.mn.us
St. Paul, MN 55103 651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Holy Redeemer Church

Physical Address (do not use P.O. box): 503 W Lyon St

Check one:

City: Marshall Zip: 56258 County: Lyon

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 7/9/2022

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; margin-top: 20px; text-align: center;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Michael Gruhot Date: 4/5/2022
(Signature must be CEO's signature; designee may not sign)

Print Name: Michael Gruhot

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

Mail application with:

_____ a copy of your proof of nonprofit status; and
 _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions?
 Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval for a Transient Merchant License for TNT Fireworks.
Background Information:	A Transient Merchant License application has been received from TNT Fireworks to sell Minnesota approved Safe and Sane Fireworks in the WalMart parking lot located at 1221 East Main Street. This license will expire on December 31, 2022. Their application indicates that they will be selling fireworks from June 20 – July 5, 2022.
Fiscal Impact:	\$315
Alternative/ Variations:	None Recommended.
Recommendations:	To approve the Transient Merchant License for TNT Fireworks.



STATEMENT OF PURPOSE

American Promotional Events dba TNT Fireworks is submitting for approval for the attached application.

Location address: 1221 East Main Street, Marshall, MN 56258

The purpose is to sell Minnesota State approved fireworks in a temporary tent from, approximately, June 20th 2022 - July 5th 2022. The tent will be erected about three days prior to the sale and removed within two to five days of completion of the sale. The hours of operation will be from 8am-10pm, or as dictated by local location ordinances.

There will be two fire extinguishers readily accessible. "No Smoking," age limit signs, as well as "No Discharging Fireworks within 300ft" signs will be posted and enforced. There will be a minimum of two people onsite at all times and the product will be secured 24/7 to ensure safety.

If you have any questions, please do not hesitate to call me at 256-740-6158.

Sincerely,

A handwritten signature in black ink that reads "Virginia Hightower".

Virginia Hightower

Permitting Coordinator

hightowerv@tntfireworks.com

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
Background Information:	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
Fiscal Impact:	These vehicles will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
Alternative/ Variations:	
Recommendations:	That these vehicles be declared as surplus property by the City of Marshall.

22-486	11 GMC Acadia	FFA 031	1GKKRRED7BJ374766	Abandoned
22-85	10 Ford Focus	ATN 293	1FAHP3HN8AW211712	Abandoned
21-17706	06 Honda Truck	TX KSG 3101	5FNRL386X6B051590	Abandoned
22-85	02 Nissan Sentra	FJU 967	3N1CB51D82L647764	Abandoned

22-862	01 Cadillac Deville	294 PRU	1G6KD54YX1U182684	Abandoned
22-703	85 Ford F150	UYX 971	1FTDF15Y7FPB37473	Abandoned
22-85	99 Chrys Concorde	2DC156	2C3HD46J1X4508485	Abandoned



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider declaration of signage as surplus item and consider donation to Marshall Public Schools.
Background Information:	<p>Marshall Public Schools (MPS) staff has reached out to request that the City allow MPS to remove the old “Doug’s Auto” sign from our recently acquired property at 800 N US 59 (old Mosch auto salvage property). MPS is interested in moving the sign to their adjacent property for use of the existing structure to create a new sign for their building. MPS has requested that the City consider this request at no cost to the school district.</p> <p>The City has no current plan to utilize this sign. The sign is located by US 59 in front of the small building on our property. The small building is currently leased for storage space to a local business in the community.</p> <p>The existing sign is public property and does have some residual value. City staff would estimate the value of the sign structure at roughly \$1,000 to \$2,000 in its current condition.</p> <p>To accommodate the request by MPS, the City would first need to declare the sign as surplus property. Following this declaration, the City could negotiate a price or donate the sign to MPS because they are another governmental entity. Minn. Statute 471.85 allows for the transfer of property for nominal or without cost consideration to another public entity when authorized by its governing body.</p>
Fiscal Impact:	No direct fiscal impact.
Alternative/ Variations:	<p>that the Council declare the signage as surplus property and authorize the transfer of the signage surplus property to Marshall Public Schools for a specific cost as identified by a Council motion.</p> <p>that the Council elects to leave the sign in place because it may serve a future need at the site and does not declare the signage as surplus City property.</p>
Recommendation:	that the Council declare the signage at 800 N US 59 as surplus property and authorize for the transfer of the signage surplus property to Marshall Public Schools at no cost to the school district.

US T.H. NO. 59

900

800

SIGN LOCATION



Item 12.



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

SURPLUS EQUIPMENT EXHIBIT A

DATE
04/07/2022

MOSCH ADDITION SIGN

SHEET
Page 95

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Requests of Shades of the Past Car Club -- June 3, 2022 Cruise and June 4, 2022 Car Show.
Background Information:	<p>The City has received the attached requests from the Shades of the Past Car Club for street closure of Susan Drive and Baseline Road as shown on the attached applications for the following dates and times:</p> <p style="padding-left: 40px;">06/03/2022 (Fri) – 6pm-7pm – Cruise Line-Up 06/04/2021 (Sat) – 8am-4pm – Car Show</p> <p>Prior to 2021, Shades of the Past had requested and received a City permit for use of Baseline Road between Susan Drive and Nwakama Street for this annual event. This year as in 2021, they are requesting to use Susan Drive between Baseline Road and Clarice Avenue in addition to Baseline Road.</p>
Fiscal Impact:	None.
Alternative/ Variations:	- that the Council discuss alternative street locations and sites.
Recommendations:	that the Council authorize street closure of Susan Drive and Baseline Road for the dates and times as shown on the attached applications.



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

Applicant Name: Shades of the Past Car Club
Applicant Address: PO Box 434, Marshall, MN 56258
Contact Person: Phone/Cell#: Jane DeVries 507-829-5214
Address of Request: Susan Drive and Baseline Road
Reason for Request: Car Cruise
Start Date of Request: Friday, June 3, 2022 Start Time: 6:00 P.M.
End Date of Request: Friday, June 3, 2022 Start Time: 7:00 P.M.

Brief Description of Area Requested for Private Use/Closure (attach map):

Use to line-up cars for the Cruise See attached map

Does the request involve Mn/DOT Right-of-Way? Yes No NO

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

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

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

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

If the event or private use area occurs within Mn/DOT right-of-way:

- 1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

Date Signature of Applicant

3.9.22 Jane DeVries

RECOMMENDATION

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

RECOMMENDATION:

Special Provisions:

Date Director of Public Works/City Engineer



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

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

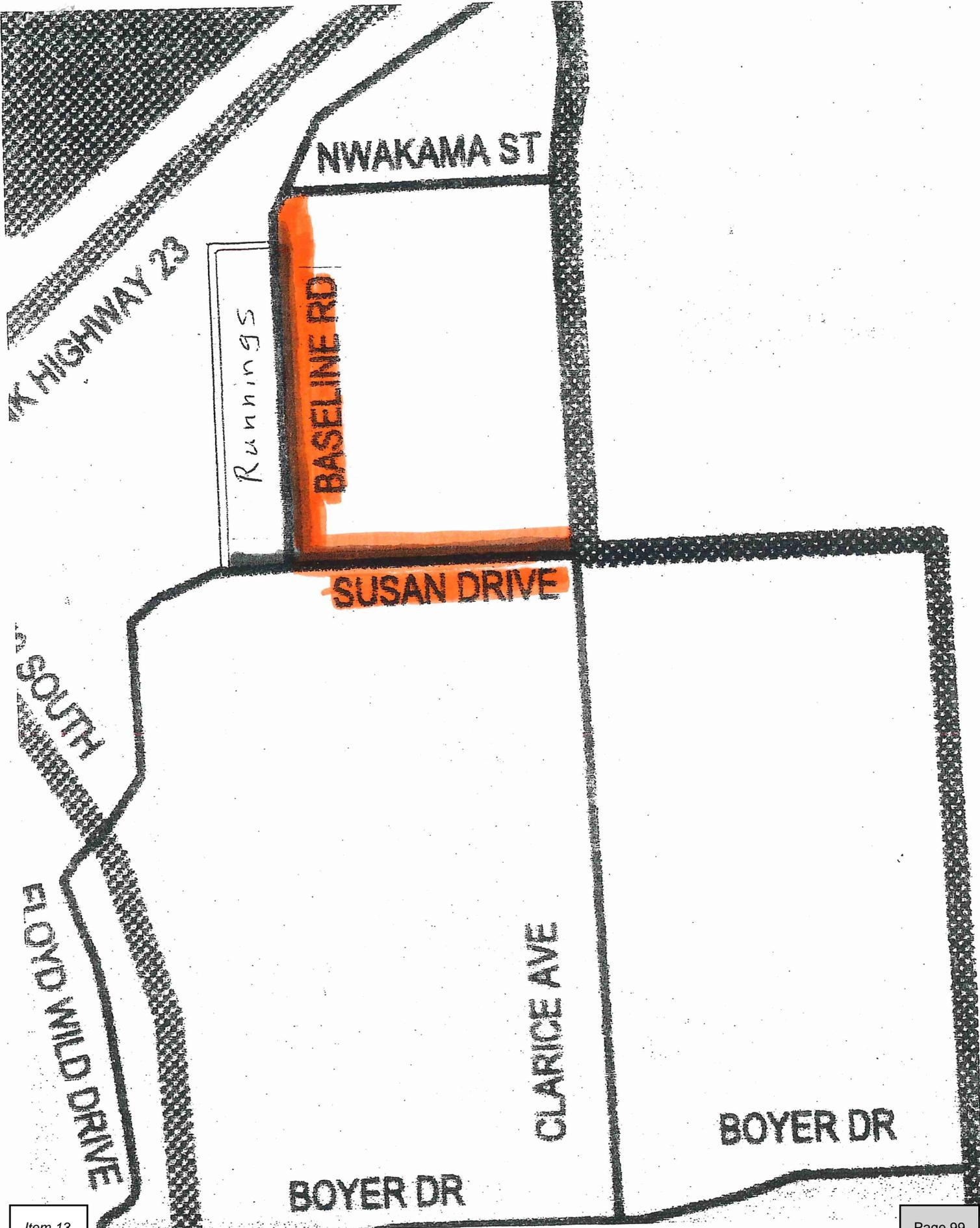
ATTEST:

Clerk Mayor of the City of Marshall, MN _____ City

Attachments

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

HVE!



NWAKAMA ST

HIGHWAY 23

Runnings

BASELINE RD

SUSAN DRIVE

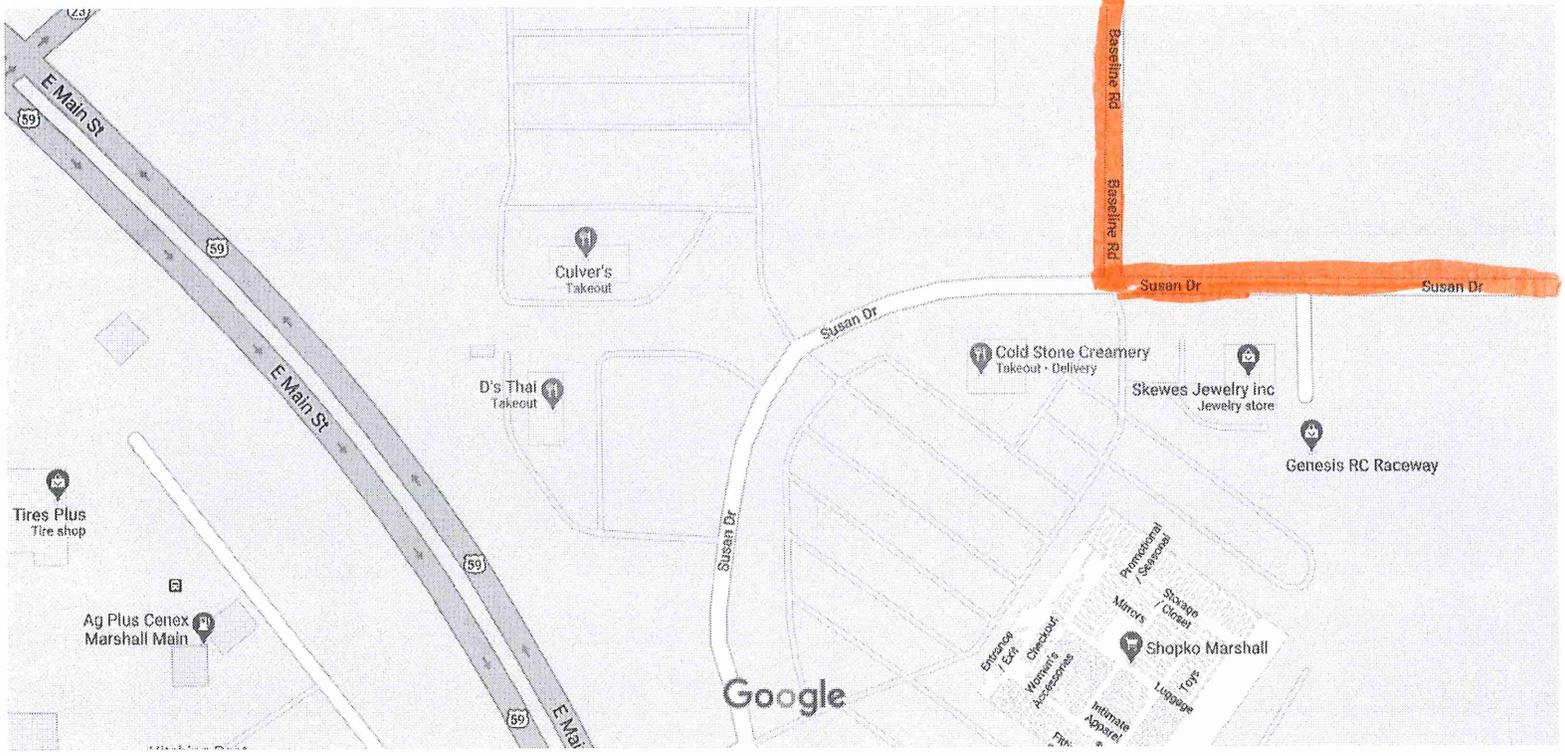
SOUTH

FLOYD WILD DRIVE

CLARICE AVE

BOYER DR

BOYER DR



Map data ©2021 100 ft



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

Applicant Name: Shades of the Past Car Club
Applicant Address: PO Box 434, Marshall, MN 56258
Contact Person: Phone/Cell#: Jane DeVries 507-829-5214
Address of Request: Susan Drive and Baseline Road
Reason for Request: Car Show
Start Date of Request: Saturday, June 4, 2022 Start Time: 8:00 A.M
End Date of Request: Saturday, June 4, 2022 End Time: 4:00 P.M.

Brief Description of Area Requested for Private Use/Closure (attach map):
Use to park cars for the Car Show. See attached map

Does the request involve Mn/DOT Right-of-Way? Yes No NO

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

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

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

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

If the event or private use area occurs within Mn/DOT right-of-way:

- 1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

Date Signature of Applicant

3-8-22 Jane DeVries

RECOMMENDATION

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

RECOMMENDATION:

Special Provisions:

Date Director of Public Works/City Engineer

=====

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

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

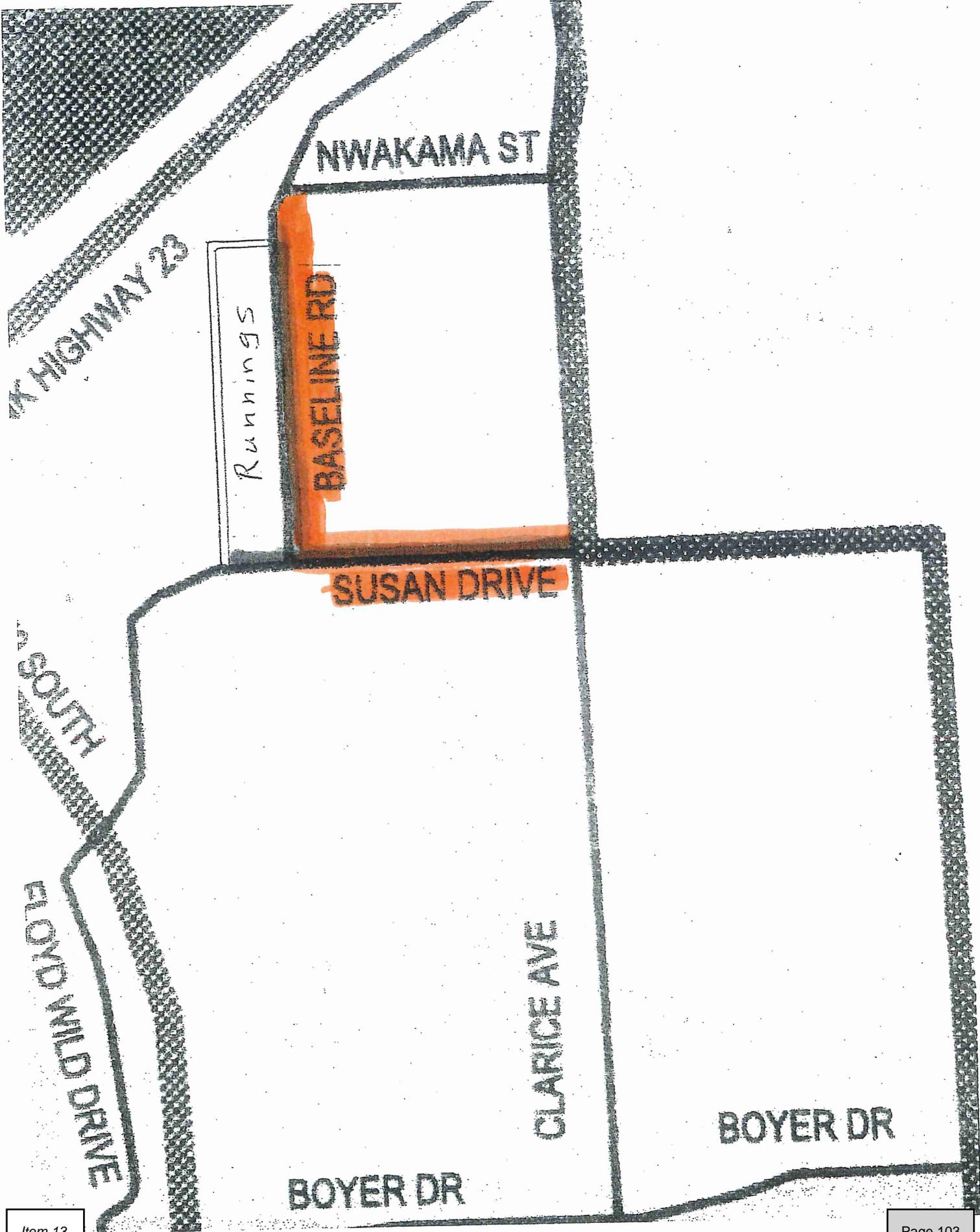
ATTEST:

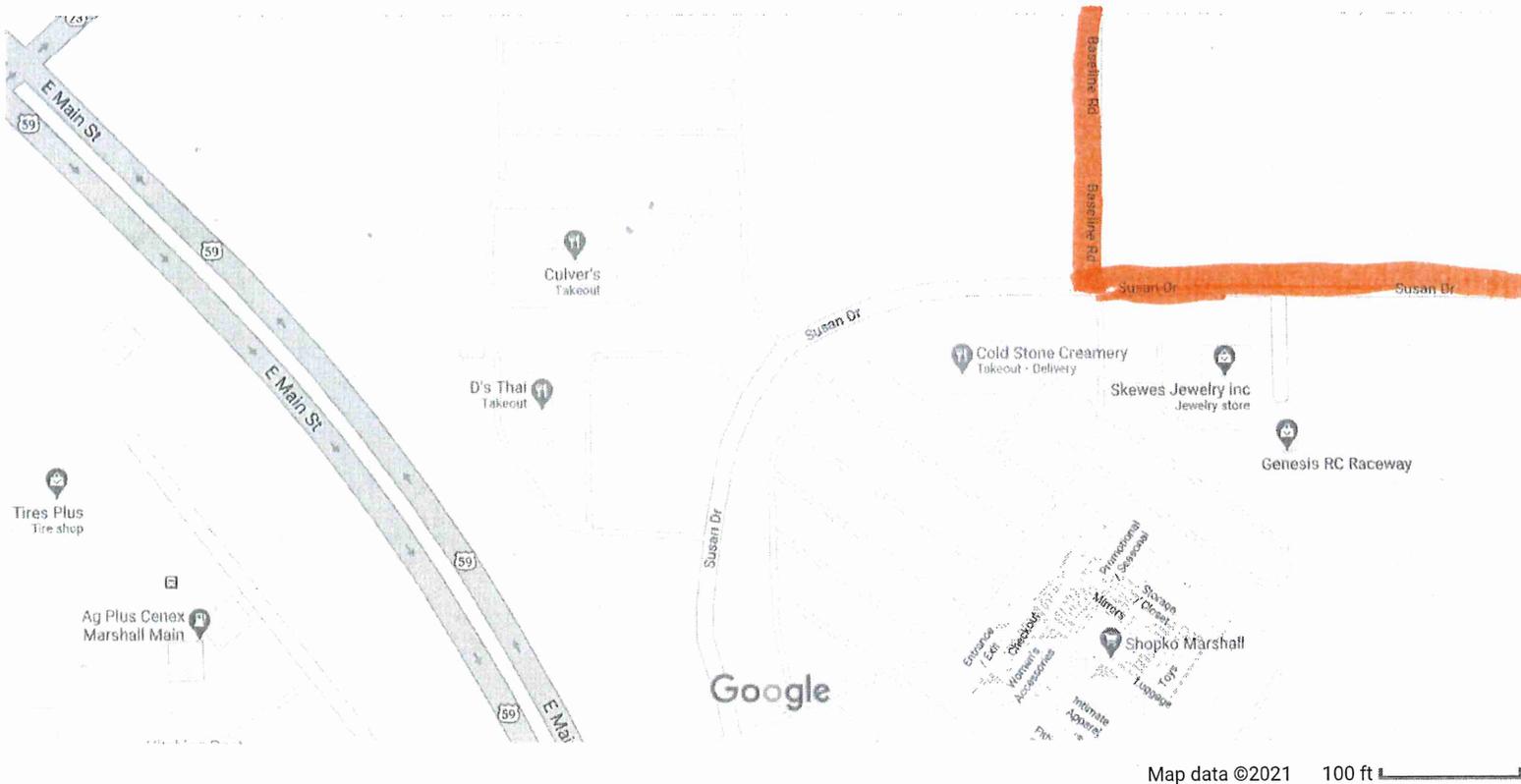
Clerk Mayor of the City of Marshall, MN City

Attachments

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

△ HVE !





CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approve Resolution authorizing sale of City owned property.
Background Information:	City Council had previously authorized preparation of purchase agreement regarding sale of City owned property described as Lot One (1), Block One (1), Centrol Addition to the City of Marshall, Lyon County, Minnesota. Purchase price for the bare lot is \$50,000.00. Purchase agreement has been signed. \$5,000.00 earnest money has been paid and delivered to the City of Marshall Finance Department. \$45,000.00 due at closing. Minnesota title standards for the sale of City owned property require that City approve the sale by resolution. The resolution must then be recorded in the office of the Lyon County Recorder along with the deed transferring property. Resolution and proposed deed are attached for review.
Fiscal Impact:	Purchase price of \$50,000.00 to be obtained at closing.
Alternative/ Variations:	None
Recommendations:	That the City Council approve the resolution authorizing the sale of City owned property.

RESOLUTION NUMBER 22-049

RESOLUTION APPROVING SALE OF CITY OWNED REAL PROPERTY BETWEEN THE CITY OF MARSHALL AND DAISY & TULIP HOLDINGS, LLC.

BE IT RESOLVED BY the City Council of the City of Marshall, Minnesota (the "City"), as follows:

WHEREAS, there has previously been presented before the City, information regarding the sale of City of owned property from the City to Daisy & Tulip Holdings, LLC, a Minnesota Limited Liability Company; and

WHEREAS, the land to be transferred is described as follows,:

Lot One (1), Block One (1), Centrol Addition to the City of Marshall, Lyon County, Minnesota.

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

That the City hereby approves the sale of City owned property described as Lot One (1), Block One (1), Centrol Addition to the City of Marshall, Lyon County, Minnesota to purchaser Daisy & Tulip Holdings, LLC, a Minnesota Limited Liability Company.

BE IT FURTHER RESOLVED that the City does hereby authorize the Mayor and the City Clerk to execute all documents necessary to transfer said property.

Passed and adopted by the Council this 12th day of April, 2022.

Robert J. Byrnes, Mayor

ATTEST:

Kyle Box, City Clerk

No delinquent taxes and transfer entered;
 Certificate of Real Estate Value
 () filed () not required

Certificate of Real Estate Value
 No. _____
 _____,
 20____

 County Auditor

By _____

(reserved for recording data)

WARRANTY DEED

Corporation or Partnership to Limited Liability Company

STATE DEED TAX DUE HEREON: \$165.00

Dated: April _____, 2022

FOR VALUABLE CONSIDERATION, City of Marshall, a Minnesota Municipal Corporation under the laws of the State of Minnesota, Grantor, hereby conveys and warrants to Daisy & Tulip Holdings, LLC, Grantee, a Limited Liability Company under the laws of the State of Minnesota, real property in Lyon County, Minnesota, described as follows:

Lot One (1), Block One (1), Centrol Addition to the City of Marshall, Lyon County, Minnesota.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: highways, easements and rights of way of record.

Check box if applicable:

- The seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

MINNESOTA STANDARD PURCHASE AGREEMENT

(BEFORE YOU USE OR SIGN THIS CONTRACT, YOU SHOULD CONSULT WITH AN ATTORNEY TO DETERMINE THAT THIS CONTRACT ADEQUATELY PROTECTS YOUR LEGAL RIGHTS)

1. **PARTIES.** This purchase agreement is made on March 16, 2022, by and between City of Marshall, a Minnesota municipal corporation, as SELLER, and Daisy & Tulip Holdings, LLC, a Minnesota limited liability company, as BUYER.
2. **OFFER/ACCEPTANCE.** Buyer offers to purchase, and Seller agrees to sell the following described property:

Lot One (1), Block One (1), Centrol Addition to the City of Marshall, Lyon County, Minnesota.
3. **PRICE AND TERMS.** (a.) The total purchase price for the real property included in this sale is Fifty Thousand and no/100 (\$50,000.00) Dollars, which Buyer shall pay as follows: Earnest money of \$5,000.00 upon the execution of this agreement, the receipt of which is hereby acknowledged and the remaining purchase price of \$45,000.00 to be paid at the closing date to be agreed upon by the parties.

b. The sale of property described herein is subject to and contingent upon approval of the sale by the City Council for the City of Marshall.
4. **DEED/MARKETABLE TITLE.** Upon performance by Buyer, Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

(A) Building and zoning laws, ordinances, state and federal regulations;
(B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
(C) Reservation of any mineral rights by the State of Minnesota;
(D) Utility Easements now existing or to be created as part of the purchase;
(E) Exceptions to title which constitute encumbrances, restrictions or easements which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement; (MUST BE SPECIFIED IN WRITING).
5. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.** The Seller will pay all real estate taxes due and payable in the year 2021 and all prior years. Buyer and Seller will prorate real estate taxes due and payable in the year 2022 to the date of closing. Buyer will pay real estate taxes due and payable in the year 2023 and into the future. The property is presently exempt from real estate taxes as it is owned by municipality. Buyer is put on notice that the property will become taxable upon sale of property.

6. **DAMAGES TO REAL PROPERTY.** If the Real Property is substantially damaged prior to closing, this Purchase Agreement shall terminate and the Earnest Money shall be refunded to Buyer. If the Real Property is damaged materially but less than substantially prior to closing, Buyer may rescind this Purchase Agreement by notice to Seller within twenty-one (21) days after Seller notifies Buyer of such damage, during which 21-day period Buyer may inspect the Real Property, and in the event of such rescission, the Earnest Money shall be refunded by Buyer.
7. **OTHER TERMS.** (a) Buyer shall acquire property subject to all existing easements of record. Buyer shall honor all existing easements. The easements on the plat of the above-described property are attached hereto and marked as Exhibit A.

(b) Existing utilities as related the above-described property, are identified on the attached map marked Exhibit A-2, attached hereto, and made apart hereof.

(c) Setbacks. The above-described property is located within Zoning District classified as I-2. Setbacks within I-2 zoned property is as follows: Front yard setback (35 ft adjacent to a thoroughfare); Side yard setbacks (10 ft on both sides) and; Rear yard setback (25 ft).

(d) I-2 Zone does allow interior storage, warehousing, and contractor shops as permitted uses within said zoning district.
8. **SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES.** Seller warrants that buildings, if any, are entirely within the boundary lines of the Real Property. Seller warrants that there is a right of access to the Real Property from the public right of way. Seller warrants that there has been no labor or material furnished to the Real Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the property. Seller is not aware of any wells or septic systems presently located on the property. These warranties shall survive the delivery of the deed or contract for deed.
9. **DISCLOSURE OF NOTICES.** Seller has not received any notice from any governmental authority as to violation of any law, ordinance or regulation. If the Real Property is subject to restrictive covenants, Seller has not received any notice from any person as to a breach of the covenants.
10. **POSSESSION.** Seller shall deliver possession of the property not later than Closing. All interest, fuel oil, liquid petroleum gas, and all charges for city water, city sewer, electricity and natural gas shall be prorated between Buyer and Seller as of the date of Closing.
11. **EXAMINATION OF TITLE.** Seller shall, within ten (10) days of the satisfaction of both contingencies of this Agreement, furnish Buyer with an abstract of title or a registered property abstract certified to date including proper searches covering bankruptcies and state and federal judgments, liens and levied and pending special assessments. Buyer shall have ten (10) business days after receipt of the

abstract of title or registered property abstract either to have Buyer's attorney examine the title and provide Seller with written objections ("Objections") or, at Buyer's own expense, to make an application for a title insurance policy and notify seller of the application. Buyer shall have ten (10) business days after receipt of the commitment for title insurance to provide Seller with a copy of the commitment and written Objections. Buyer shall be deemed to have waived any title Objections not made within the applicable ten (10) day period for above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory warranty deed, unless a warranty deed is not specified above.

12. **TITLE CORRECTIONS AND REMEDIES.** Seller shall have 90 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 90 day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent and prompt. Pending correction of title, all payments required herein and the closing shall be postponed.
- A. If notice is given and Seller makes marketable title, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.
 - B. If notice is given and Seller proceeds in good faith to make title marketable but the 90 day period expires without title being made marketable, Buyer may declare this Purchase Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other, and Earnest Money shall be refunded to Buyer.
 - C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 90 day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:
 - 1. Proceed to closing without waiver or merger in the deed of the objections to title and without waiver of any remedies, and may:
 - (a) Seek damages, costs and reasonable attorney's fees from seller as permitted by law (damages under this subparagraph (a) shall be limited to the cost of curing objections to title and consequential damages are excluded); or
 - (b) Undertake proceedings to correct the objections to title;
 - 2. Rescission of this Agreement by notice as provided herein, in which case the Agreement shall be null and void and all Earnest Money paid hereunder shall be refunded to Buyer;

3. Damages from Seller including costs and reasonable attorney's fees, as permitted by law;
 4. Specific performance within six months after such right of action arises.
- D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following options as permitted by law:
1. Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any note given pursuant to this Agreement is a down payment note, and may be presented for payment notwithstanding cancellation;
- E. If title is marketable or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:
1. Seek damages from Seller including costs and reasonable attorney's fees;
 2. Seek specific performance within six months after such right of action arises.

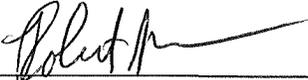
TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

13. **NOTICES.** All notices required herein shall be in writing and delivered personally or mailed to the address as shown at Paragraph 1, above and if mailed are effective as of the date of mailing.
14. **MINNESOTA LAW.** This contract shall be governed by the laws of the State of Minnesota.

THIS IS A LEGALLY BINDING CONTRACT. BEFORE SIGNING, CONSULT A LAWYER. Minnesota Law permits licensed real estate brokers and sales agents to prepare purchase agreements. No recommendation or representation is made by either the listing broker or selling broker as to the legal sufficiency, the legal effect or the tax consequences of this contract. These are questions for your lawyer.

I agree to sell the property
for the price and terms and
conditions set forth above.

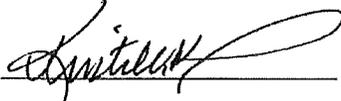
CITY OF MARSHALL, SELLER

By: 
Robert J. Byrnes
Its: Mayor

By: 
Kyle Box
Its: City Clerk

I agree to purchase the property
for the price and terms and
conditions set forth above.

Daisy & Tulip Holdings, LLC, BUYER

By: 
Its: Managing Member

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Robert J. Byrnes and Kyle Box, the Mayor and City Clerk on behalf of the City of Marshall, a municipal corporation under the laws of the State of Minnesota, as Seller, and on behalf of the City.

Notarial Stamp or Seal (or other Title or Rank)

Signature of Person Taking Acknowledgment

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this 16th day of March, 2022, by Kristin Guelhot, managing member of Daisy & Tulip Holdings, LLC, a Minnesota limited liability company, as Buyer, and on behalf of the company.



Signature of Person Taking Acknowledgment

THIS INSTRUMENT WAS DRAFTED BY:

QUARNSTROM & DOERING, P.A.
By: Dennis H. Simpson, Marshall City Attorney
109 South Fourth Street
Marshall, MN 56258
(507) 537-1441

MEMORANDUM
VIA EMAIL TRANSMITTAL

TO: Kyle Box, City Clerk
CC: Sharon Hanson, City Administrator; Lauren Deutz, EDA Director
FROM: Dennis H. Simpson, City Attorney
DATE: March 22, 2022
RE: Lot 1, Block 1, Centrol Addition – Sale to Gruhot

Kris Gruhot has signed the purchase agreement regarding purchase of City owned property by Daisy & Tulip Holdings, LLC. Property is described as Lot 1, Block 1, Centrol Addition to the City of Marshall. The \$5,000.00 earnest money payment has been delivered to Karla Drown, Finance Director.

Please submit this for signature by Mayor Byrnes and yourself as City Clerk. Please provide to me a signed notarized copy of the agreement. I will forward that signed agreement to Kris Gruhot for her files.

Secondly, the City does have to provide verification of good title. Please review the City files to see if there is an abstract of title that is available or can be created for this property. If not, please advise and title insurance will be obtained.

Finally, the City Council must pass a resolution authorizing the sale of property. I will submit to you a memo and proposed resolution that can be brought forward for council action on April 12, 2022.

Thank you for your immediate attention to this matter.

DHS:jlh
Attachment

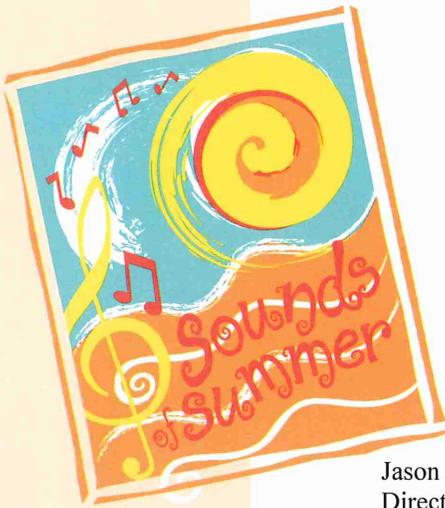


CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Sounds of Summer - Call for Public Hearing for Private Use of Public Streets and Parking Lots for Sounds of Summer – August 18-21, 2022.
Background Information:	<p>Attached is a request from the Sounds of Summer Committee requesting permission for the following:</p> <p style="padding-left: 40px;">Closure of West College Drive (TH 19) (08/18-08/21/2022 (Th-Sun)): Closure of West College Drive from the corner of Main Street to Saratoga Street, and also closure of Marvin Schwan Memorial Drive from West College Drive (TH 19) to South 1st Street on the following dates and times to allow adequate time for clean up after the Saturday evening activities. Please see attached “Exhibit A”.</p> <ul style="list-style-type: none"> • Thursday, August 18 - 4 pm to Friday, August 19 - 1 am • Friday, August 19 - 4 pm to Saturday, August 20 - 1 am • Saturday, August 20 - 6 am to Sunday, August 21 - 3 am <p style="padding-left: 40px;">- Parade Line-Up (08/20/2022 (Sat)): Closure of East Lyon Street, beginning at the corner of Nuese Lane to Jewett Street on Saturday, August 20, 2022 starting at approximately 12 noon to approximately 5 pm. Line-up would begin at 2 pm. Please see attached “Exhibit B”.</p> <p style="padding-left: 40px;">- Parade (08/20/2022 (Sat)): Closure of East Lyon Street from South Bruce Street to Main Street and closure of Main Street from East Lyon Street to North 6th Street Saturday, August 20, 2022 from 3:00 pm to approximately 6:00 pm. Parade would start at 4:00 pm with an estimated 5:30 pm end time. Please see attached “Exhibit B”.</p> <p>In accordance with Section 62-6 of the Marshall City Code, the Director of Public Works/City Engineer may refer any application for private use of public streets and parking lots on either a temporary or permanent basis to be considered by the Marshall City Council.</p> <p>Due to the magnitude of the proposed event and potential impact to the businesses adjacent to the areas that are being requested to be blockaded, City Staff would recommend that the City Council hold a public hearing on these requests prior to granting final approval.</p> <p>In the past, the City’s Public Safety and Public Works Divisions have worked with applicants on the issues and public safety concerns that would need to be addressed as part of this request. In addition, it would be City Staff’s intent to have a representative from the Committee present at the hearing to provide a brief overview of the activities and events that are going to occur during the celebration.</p>
Fiscal Impact:	There will be costs involved for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans not to charge fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.

Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council call for a public hearing to be held on April 26, 2022 for the private use of public streets and parking lots for Sounds of Summer (August 18-21, 2022).

April 2022



Jason Anderson P.E.
Director of Public Works
City of Marshall
344 W. Main St.
Marshall, MN 56258

Dear Jason:

As members of the Marshall Sounds of Summer Planning Committee, we hereby request permission to close West College Drive from the corner of Main and College to Saratoga Street, and also Marvin Schwan Drive from College Drive to South 1st Street on the following dates and times:

Thursday August 18, 2022 and Friday August 19, 2022 from 4:00 p.m. to 1:00 a.m., and Saturday August 20, 2022 from 6:00 a.m. to Sunday August 21, 2022 to approximately 3:00 a.m. Please see exhibit "A."

This would allow us adequate time for clean up after the evening activities. This would allow for set up and tear down prior to and after the celebration.

Our second request is to have permission to hold our Sounds of Summer Parade on Saturday August 20, 2022, along the same route as prior years. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street, the start of the parade. It would proceed to East Main Street (TH59) in a Northwestern path to downtown Marshall and ending between 5th and 6th Streets. Line up would begin at 2:00 p.m. Parade would start at 4:00 p.m. with an estimated 5:30 p.m. end time, or if exceptionally large parade, could be 6:00 p.m. Please see exhibit "B." In the past it has been requested that we secure your permission as well as working with City and County Law Enforcement to temporarily close TH59 and TH68 through the parade route and to coordinate that with MNDOT.

Again this year we would request to close Lyon Street, beginning at the corner of Nuese Lane to Jewett Street starting at 12:00 noon to approximately 5:00 p.m. This would allow people to drop off participants in the parade in a safe manner.

Please respond at your earliest convenience so we may proceed planning the remainder of our Sounds of Summer 2022 celebration. We would also be available to discuss these requests with you.

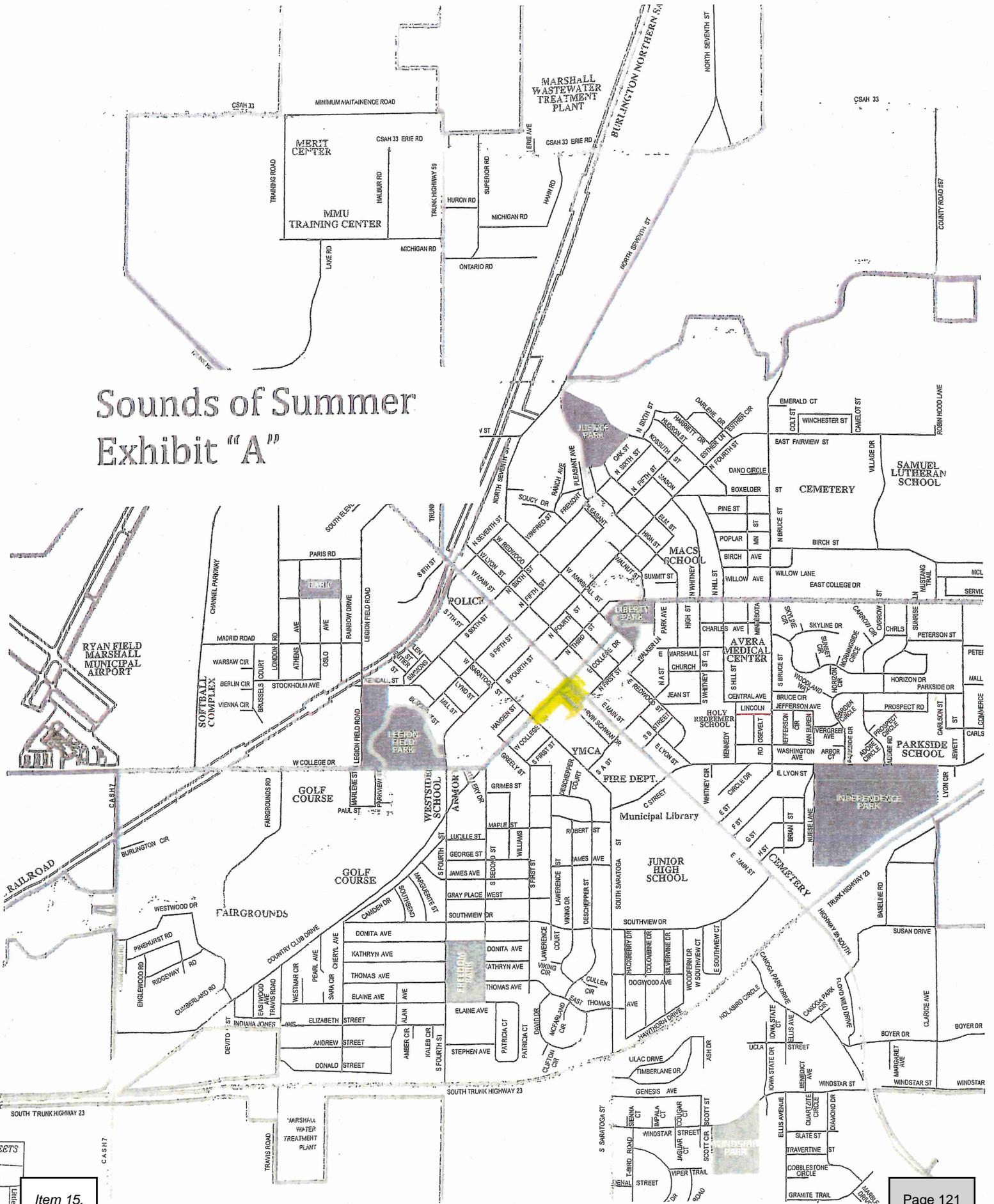
Any additional information you may need, please let us know.

Sincerely,

Brock Klaith, Carrie Jones, Marc Klaith
Marshall Sounds of Summer Committee Officers

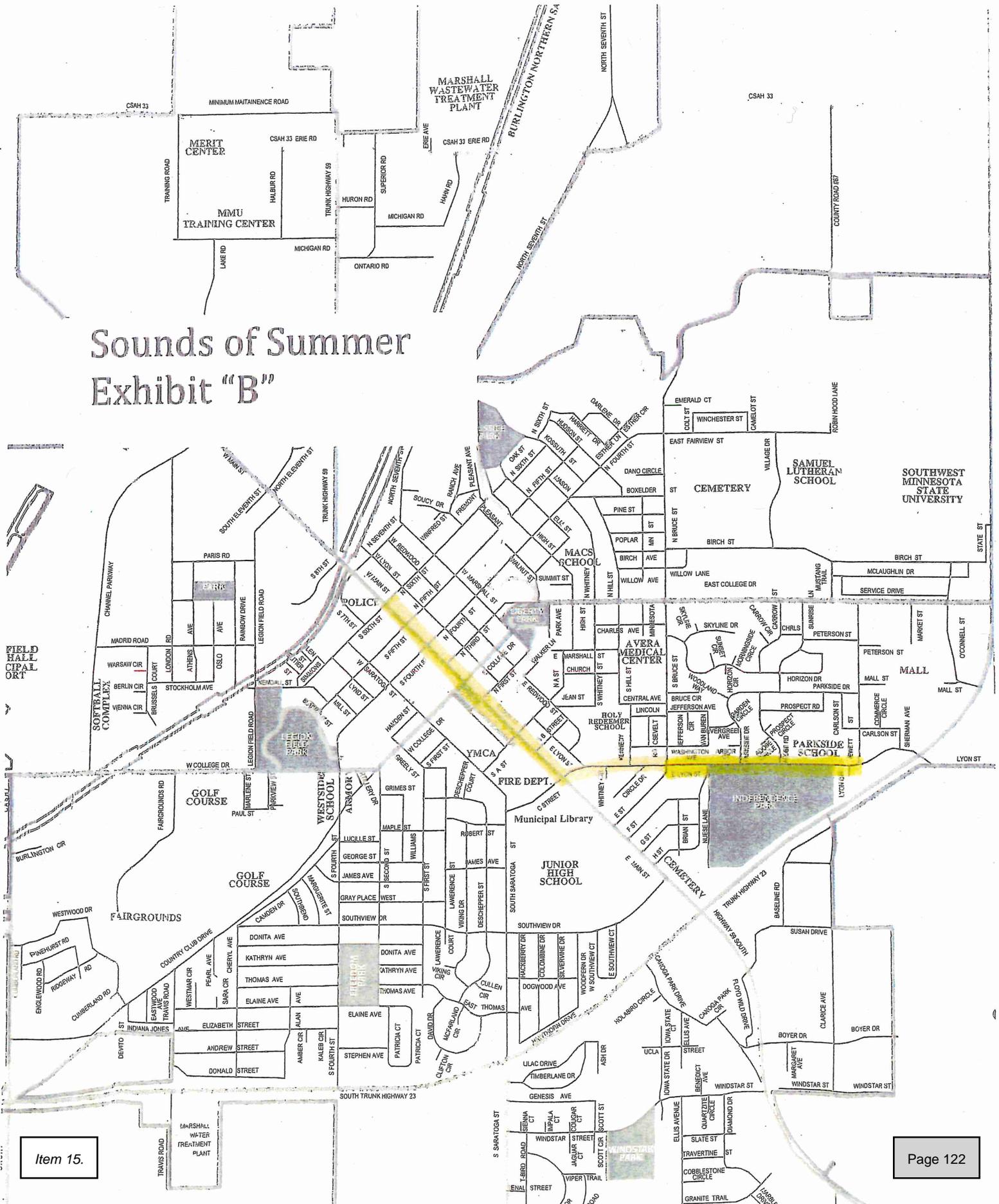
cc. Jim Marshall, Director of Public Safety
Eric Wallen, Lyon County Sheriff
Dean Coudron, Public Works Superintendent

Sounds of Summer Exhibit "A"



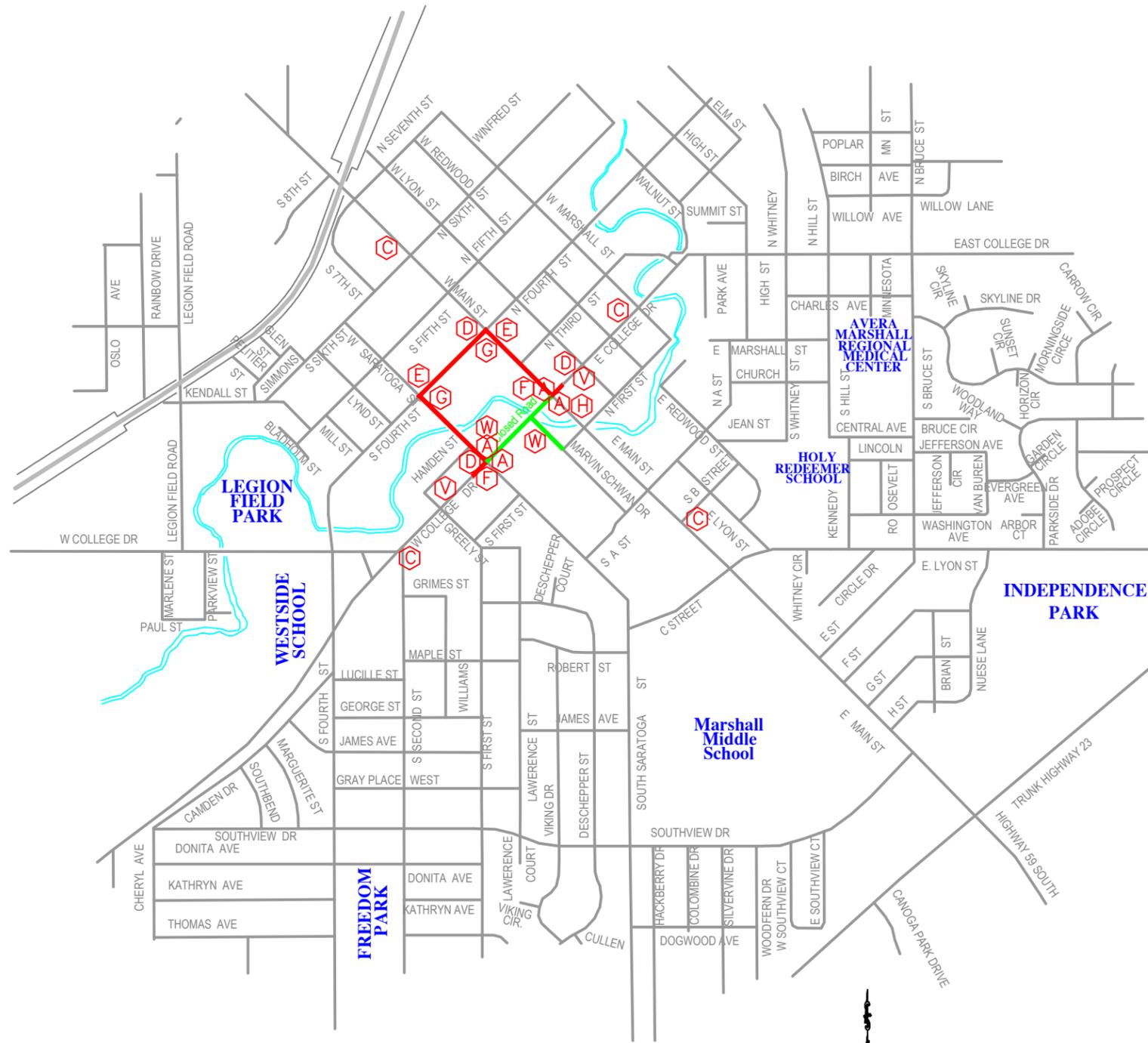
Item 15.

Sounds of Summer Exhibit "B"



Item 15.

DETOUR SIGNING PLAN



NORTH
CITY OF MARSHALL
 LYON COUNTY
 MINNESOTA
 NOT TO SCALE

- | | |
|--|--|
| <p>A R11-2
 G20-2
 FLASHERS NOT SHOWN</p> <p>B G20-2
 FLASHERS NOT SHOWN</p> <p>C W20-2
 1500 FEET
 *1500' FROM INT.</p> <p>D M4-8
 M3-4a
 M1-5a
 M5-1a (RIGHT)</p> <p>E M4-8
 M3-4a
 M1-5a
 M5-1a (LEFT)</p> <p>F M4-8
 M3-2a
 M1-5a
 M5-1a (LEFT)</p> <p>G M4-8
 M3-2a
 M1-5a
 M5-1a (RIGHT)</p> | <p>H M4-8
 M3-4a
 M1-5a
 M6-3a</p> <p>I M4-8
 M3-2a
 M1-5a
 M6-3a</p> <p>V M4-8a
 *500' FROM INT.</p> <p>W Police</p> |
|--|--|

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

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

Item 15.

ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

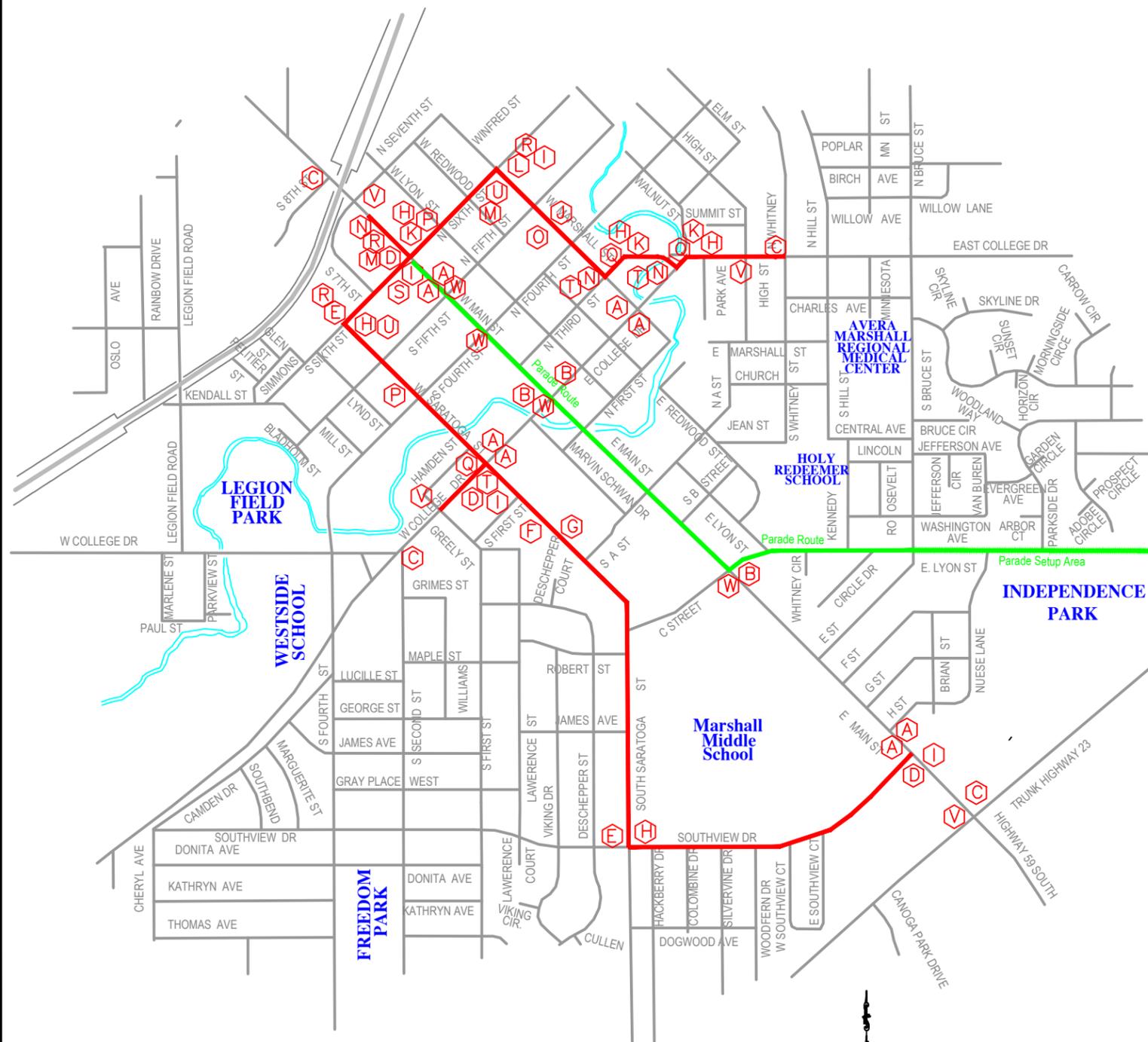
CITY ENGINEERING DEPT.
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

Sounds of Summer Road Closure

Detour Plan

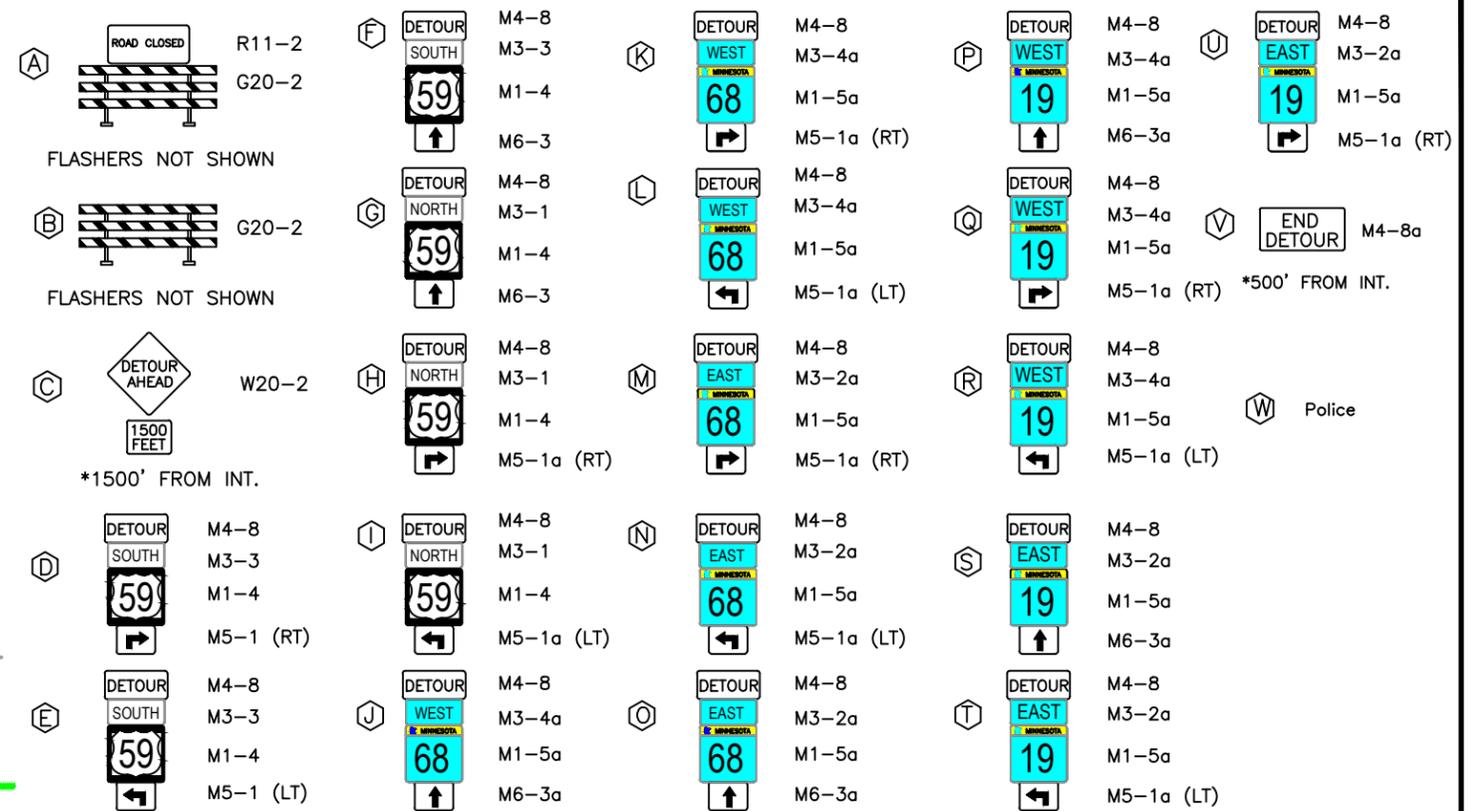
DATE 4/21/2021
DRAWN Page 123

DETOUR SIGNING PLAN



RED LINE CITY OF MARSHALL DETOUR ROUTE
GREEN LINE PARADE ROUTE

CITY OF MARSHALL
LYON COUNTY
MINNESOTA
 NOT TO SCALE



SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
	TYPE III BARRICADE	11	60"x48"	ORANGE ON WHITE	19
	R11-3	8	60"x30"	BLACK ON WHITE	
	W20-2	4	36"x36"	BLACK ON ORANGE	
	M1-4	16	24"x24"	BLACK ON WHITE	
	M1-5a	11	24"x24"	WHITE AND GOLD ON BLUE	
	M1-5a	14	24"x24"	WHITE AND GOLD ON BLUE	
	W20-100P	4	30"x24"	BLACK ON ORANGE	
	M3-1a	10	24"x24"	WHITE ON BLUE	
	M3-3a	6	24"x24"	WHITE ON BLUE	
	M3-2a	12	24"x24"	WHITE ON BLUE	
	M3-4a	13	24"x24"	WHITE ON BLUE	
	M5-1a RT.	18	21"x15"	WHITE ON BLUE	
	M5-1a LT.	16	21"x15"	WHITE ON BLUE	
	M6-3a	7	21"x15"	WHITE ON BLUE	
	M4-8	41	24"x12"	BLACK ON ORANGE	
	M4-8a	4	24"x18"	BLACK ON ORANGE	

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

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

Item 15.

CITY ENGINEERING DEPT.
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

Sounds of Summer
 Date: _____
 Description: Detour Plan

DATE	REVISIONS
	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE _____ REGISTRATION NO. _____ 41557

DATE: 4/21/2021
 DRAWN BY: G.J.S.
 SHEET: _____
 S.P. NO.: _____
 Page 124

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Approve Service Agreement for Concessionaire at Amateur Sports Complex
Background Information:	<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.</p> <p>Jordan Handeland, from the Hitching Post, is again interested in providing these services for the 2022 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, Dennis Simpson has reviewed the pending agreement.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	N/A
Recommendations:	Approve Service Agreement for Concessionaire at Amateur Sports Complex with The Hitching Post of Marshall, MN for the 2022 season.

Food Services Agreement – Amateur Sports Complex

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).

1. **Definitions.** In addition to terms defined elsewhere herein, the term Program means the attached Services Program. Effective Date shall mean the date as set forth on the signature page in which The Hitching Post begins performance of Services. Obligations mean 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. Equipment, fixture, and inventory have the meanings assigned to them in Article 9.
2. **Client Services.** The Hitching Post shall provide services to Client as follows (collectively 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.

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

Client shall provide to Hitching Post its mobile concession trailer for primary use by Hitching Post to provide food and beverage services at the premises. Said mobile concession trailer shall primarily be located at said premises and Hitching Post staff and personnel shall be responsible for setup of the trailer for providing food and beverage services at the premises. Hitching Post staff and personnel shall be responsible for securing the trailer at the conclusion of each event.

2.2 **Sanitation Services.** The Hitching Post shall be responsible for such 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 The Hitching Post in food storage and preparation areas; and

2.2.3 Collecting and properly packing dry refuse, recyclables and compost from such areas and placing 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.** The Hitching Post shall have the right to operate and provide such other services and product sales as agreed from time to time by the parties.

2.4 **Quality of Services.** The Hitching Post shall supply Services of good quality, on a timely basis, and with appropriate products in accordance with the terms hereunder.

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

2.6 **Staff for Services.** The Hitching Post shall keep and maintain an adequate staff of qualified individuals for the performance of Services and related administration.

2.7 **Inventory of Product of Food and Beverages for Services.** The Hitching Post shall provide or cause the provision of:

2.7.1 An adequate and appropriate food and beverage inventory sufficient for the performance of Services; and

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 Hitching Post. Hitching Post shall coordinate with Viking Coca-Cola for the purchase and payment of product and shall be entitled to subsequent soft drink beverage rebates, if any.

2.8 **Independent Contractor.** The Hitching Post shall perform such 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.

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 The 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 reasonably necessary to sufficiently perform the Services conducted at Client's request (collectively Services Equipment). Equipment to include, but 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 keep clean all walls above six (6) feet from floor level, windows, ceilings, lighting, ventilation fittings and interiors, and grease traps; and

3.4.2 The Premises, Services Equipment, Offices, and Utilities shall be serviced and kept by Client in a good workmanlike manner and in a 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 to operate, the Hitching Post shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so within ten (10) days after five (5) days' notice by the Hitching Post to Client of said Equipment deficiency. However, Client shall, if applicable, pay the cost of all paper products used during such fifteen (15) day period or longer that the Services Equipment is inoperable.

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

4.1 **Financial Terms.** The Hitching Post shall be responsible for payment and for providing services at the scheduled events, all as set forth on **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 8, 2022 through December 31, 2022.**

5.1 **Permitted Termination.** Notwithstanding the foregoing, this Agreement may be terminated:
5.1.1 Effective upon sixty (60) days' prior notice by either party to the other; 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 Obligations then accrued.

5.3 **Equipment Return.** Promptly following termination of this Agreement, the 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, over-use, or negligent misuse.

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; etc.** 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.** The 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. The Hitching Post shall pay when due all license and permit fees in connection with Services.

6.3 **Compliance with Laws.** The Hitching Post and Client shall comply with all federal, state, and local laws applicable to their Obligations. The 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 during MAYBA, MAFSA, or Marshall Community Services sponsored events and alcohol shall not be provided for sale or served during 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.

The 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. The 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 (except to the extent caused by the negligent act or omission or breach of the other party, its employees, or agents).

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 SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

8. Insurance.

8.1 **The Hitching Post.** The Hitching Post shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contractual, dram shop and products-completed operations liability) in an amount not less than One Million Dollars (\$1,000,000.00) as required by applicable statute.

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 (\$1,000,000.00) per occurrence, but not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) to cover claims in the aggregate.

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 Client agrees to implement forthwith upon request from the Hitching Post, at its own expense, the changes to the Client Systems that the Hitching Post reasonably requests and believes 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.

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: **Scott VanDerMillen**
Title: **Director, Community Services**

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

By: Jordan Handeland
(Authorized Officer or Principal Signature)

Printed Name: **Jordan Handeland**

Title: Manager

Signature Date: 3/25/22

The Hitching Post Notice To:

Name: Hitching Post of Marshall, Inc., 1104 East Main St #2505, Marshall, MN.

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: <ul style="list-style-type: none">(a) All School District, MAYBA and MAFSA sponsored events at the "Premises"(b) All Client (City of Marshall) sponsored events at the "Premises"(no sponsored events during the term of this agreement, 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 8, 2022 through December 31, 2022). 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. Compensation for the use of said mobile concession trailer is also WAIVED during the term of the agreement apart from events not identified Services Program: Payment Provisions; (a) and (b).

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**

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 03/25/2022 - 04/12/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
5813	ACE HOME & HARDWARE	03/25/2022	EFT	0.00	563.88	9235
5813	ACE HOME & HARDWARE	04/01/2022	EFT	0.00	115.33	9285
5813	ACE HOME & HARDWARE	04/08/2022	EFT	0.00	263.67	9372
0560	AFSCME COUNCIL 65	04/01/2022	EFT	0.00	1,348.95	9286
6412	AG PLUS COOPERATIVE	04/01/2022	EFT	0.00	1,910.90	9287
0567	ALEX AIR APPARATUS INC	04/01/2022	EFT	0.00	800.00	9288
0578	AMAZON CAPITAL SERVICES	03/25/2022	EFT	0.00	209.93	9236
0578	AMAZON CAPITAL SERVICES	04/01/2022	EFT	0.00	59.98	9289
0578	AMAZON CAPITAL SERVICES	04/08/2022	EFT	0.00	92.82	9373
3761	AMERICAN BOTTLING CO.	03/25/2022	Regular	0.00	125.92	120939
0583	AMERICAN FAMILY LIFE ASSURANCE CO	04/01/2022	EFT	0.00	1,584.24	9290
5837	ANDERSON, JASON	04/01/2022	EFT	0.00	80.00	9291
6968	ANTONY, ADAM	04/01/2022	EFT	0.00	137.02	9292
0658	AP DESIGN	03/25/2022	EFT	0.00	22.50	9237
0658	AP DESIGN	04/08/2022	EFT	0.00	1,004.23	9374
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	03/25/2022	EFT	0.00	81.98	9238
0629	ARNOLD MOTOR SUPPLY	03/25/2022	Regular	0.00	12.62	120940
0629	ARNOLD MOTOR SUPPLY	04/01/2022	Regular	0.00	113.63	120969
0629	ARNOLD MOTOR SUPPLY	04/08/2022	Regular	0.00	109.24	121004
5447	ARTISAN BEER COMPANY	03/25/2022	EFT	0.00	594.80	9239
5447	ARTISAN BEER COMPANY	04/01/2022	EFT	0.00	667.35	9293
5447	ARTISAN BEER COMPANY	04/08/2022	EFT	0.00	122.75	9375
4635	ARZDORF,BRYAN	04/08/2022	Regular	0.00	150.00	121005
6971	ASCEND LEARNING HOLDINGS, LLC	04/01/2022	Regular	0.00	267.00	120970
0648	AUTOMATIC SYSTEMS CO.	03/25/2022	Regular	0.00	544.32	120941
0656	AVERA MARSHALL REGIONAL MED CTR	03/25/2022	Regular	0.00	452.00	120942
5327	BAUMANN, ADAM	04/01/2022	EFT	0.00	30.00	9294
0682	BEACON ATHLETICS	04/08/2022	EFT	0.00	1,868.80	9376
0688	BELLBOY CORPORATION	04/01/2022	EFT	0.00	5,209.70	9295
0689	BEND RITE FABRICATION INC	03/25/2022	Regular	0.00	217.49	120943
0689	BEND RITE FABRICATION INC	04/08/2022	Regular	0.00	171.47	121006
0699	BEVERAGE WHOLESALERS	03/25/2022	Regular	0.00	29,987.94	120944
0699	BEVERAGE WHOLESALERS	04/01/2022	Regular	0.00	26,215.92	120971
0699	BEVERAGE WHOLESALERS	04/08/2022	Regular	0.00	16,697.22	121007
0704	BIKE SHOP	04/08/2022	EFT	0.00	617.98	9377
0707	BISBEE PLUMBING AND HEATING INC	04/08/2022	Regular	0.00	823.79	121008
6482	BLOMBERG, GRANT	03/25/2022	EFT	0.00	305.00	9240
6879	BLUE FIRE TRAINING LLC	04/08/2022	Regular	0.00	4,510.00	121009
4628	BNSF	04/08/2022	Regular	0.00	2,491.63	121010
0018	BORDER STATES ELECTRIC SUPPLY	04/01/2022	EFT	0.00	48.38	9296
0018	BORDER STATES ELECTRIC SUPPLY	04/08/2022	EFT	0.00	74.03	9378
6231	BOX, KYLE	04/01/2022	EFT	0.00	30.00	9297
4457	BREAKTHRU BEVERAGE	03/25/2022	Regular	0.00	6,186.01	120945
4457	BREAKTHRU BEVERAGE	04/01/2022	Regular	0.00	4,735.18	120972
4457	BREAKTHRU BEVERAGE	04/08/2022	Regular	0.00	4,839.84	121011
6468	BRENNAN CONSTRUCTION OF MN, INC	03/25/2022	Regular	0.00	52,616.00	120947
3568	BRUNSVOLD, QUENTIN	04/01/2022	EFT	0.00	30.00	9298
0378	BUYSSE, JASON	04/01/2022	EFT	0.00	30.00	9299
0380	CALLENS, DAVID	04/01/2022	EFT	0.00	30.00	9300
6791	CAPITAL ONE	03/25/2022	Regular	0.00	447.74	120948
6791	CAPITAL ONE	04/01/2022	Regular	0.00	191.14	120974
6791	CAPITAL ONE	04/08/2022	Regular	0.00	58.11	121013
0802	CARLSON & STEWART REFRIG INC	04/08/2022	EFT	0.00	109.90	9379
0815	CATTOOR OIL COMPANY INC	03/25/2022	EFT	0.00	17.82	9241

Council Check Report

Date Range: 03/25/2022 - 04/12/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0815	CATTOOR OIL COMPANY INC	04/08/2022	EFT	0.00	233.60	9380
0818	CAUWELS, ROGER	04/01/2022	EFT	0.00	30.00	9301
0831	CGMC	04/01/2022	Regular	0.00	225.00	120975
0836	CHARTER COMMUNICATIONS	03/25/2022	EFT	0.00	101.18	9242
6262	CHARTWELLS DINING SVC	04/08/2022	Regular	0.00	2,358.13	121014
0853	CLAREYS SAFETY EQUIPMENT INC	04/08/2022	EFT	0.00	349.32	9381
5733	CLARITY TELECOM, LLC	03/25/2022	EFT	0.00	145.00	9243
0865	COLEMAN ELECTRIC COMPANY	04/01/2022	Regular	0.00	202.12	120976
0384	COUDRON, DEAN	04/01/2022	EFT	0.00	30.00	9302
0934	D & G EXCAVATING INC	03/25/2022	EFT	0.00	600.00	9244
3819	DACOTAH PAPER CO	04/01/2022	EFT	0.00	533.29	9303
3819	DACOTAH PAPER CO	04/08/2022	EFT	0.00	178.08	9382
5031	DASH MEDICAL GLOVES, INC	03/25/2022	EFT	0.00	136.72	9245
6537	DEHN, JESSIE	04/01/2022	EFT	0.00	70.00	9304
0975	DEPUTY REGISTRAR #32	04/08/2022	Regular	0.00	125.00	121015
6472	DEUTZ, LAUREN	04/01/2022	EFT	0.00	80.00	9305
5731	DOLL DISTRIBUTING	03/25/2022	EFT	0.00	15,859.03	9246
5731	DOLL DISTRIBUTING	04/01/2022	EFT	0.00	21,636.95	9306
5731	DOLL DISTRIBUTING	04/08/2022	EFT	0.00	8,503.65	9383
1035	ECOLAB PEST ELIMINATION SERVICES	04/08/2022	EFT	0.00	732.78	9384
1061	EMERGENCY APPARATUS MAINTENANCE INC	04/01/2022	EFT	0.00	1,270.29	9307
1061	EMERGENCY APPARATUS MAINTENANCE INC	04/08/2022	EFT	0.00	6,714.33	9385
6964	EMERGENCY COMMUNICATIONS NETWORK	04/01/2022	Regular	0.00	250.00	120977
4753	ENTERPRISE LEASING CO	04/01/2022	EFT	0.00	65.48	9308
4753	ENTERPRISE LEASING CO	04/08/2022	EFT	0.00	98.48	9386
6599	ET ENTERTAINMENT, LLC	04/08/2022	Regular	0.00	674.76	121016
6700	EYEMED VISION CARE	04/01/2022	Regular	0.00	527.40	120978
1090	FASTENAL COMPANY	03/25/2022	EFT	0.00	272.14	9247
1090	FASTENAL COMPANY	04/01/2022	EFT	0.00	857.79	9309
1090	FASTENAL COMPANY	04/08/2022	EFT	0.00	245.18	9387
6456	FREMMING, TRAVIS	04/01/2022	Regular	0.00	400.00	120981
4805	FURTHER	04/01/2022	Bank Draft	0.00	9,807.64	DFT0001591
4805	FURTHER	04/01/2022	Bank Draft	0.00	6,854.58	DFT0001596
4805	FURTHER	04/01/2022	Bank Draft	0.00	83.34	DFT0001605
4805	FURTHER	04/01/2022	Bank Draft	0.00	83.34	DFT0001612
4805	FURTHER	03/31/2022	Bank Draft	0.00	312.52	DFT0001617
6770	GALLAGHER BENEFIT SERVICES, INC	04/01/2022	EFT	0.00	567.50	9310
1158	GALLS INC	04/01/2022	EFT	0.00	517.86	9311
1158	GALLS INC	04/08/2022	EFT	0.00	272.26	9388
6478	GOPHER STATE ONE CALL	04/08/2022	EFT	0.00	66.15	9389
1201	GRAINGER INC	04/01/2022	EFT	0.00	86.30	9312
1201	GRAINGER INC	04/08/2022	EFT	0.00	134.85	9390
3760	GROWMARK INC.	03/25/2022	EFT	0.00	1,341.10	9248
5926	GUZA MACHINE, INC	03/25/2022	Regular	0.00	135.00	120949
6269	HANSON, SHARON	04/01/2022	EFT	0.00	268.62	9313
1243	HARDWARE HANK	03/25/2022	EFT	0.00	48.85	9249
1243	HARDWARE HANK	04/01/2022	EFT	0.00	48.85	9314
1243	HARDWARE HANK	04/08/2022	EFT	0.00	484.38	9391
1267	HEIMAN INC.	04/01/2022	EFT	0.00	250.00	9315
6962	HERIGON, STEVE	03/25/2022	EFT	0.00	5,450.00	9250
1288	HISKEN CONSTRUCTION INC	03/25/2022	Regular	0.00	2,641.80	120950
5515	HOFFMANN, RYAN	04/01/2022	EFT	0.00	30.00	9316
6960	HOWARD RINEWALT	04/01/2022	EFT	0.00	4,400.00	9317
1325	ICMA RETIREMENT TRUST #300877	04/01/2022	Regular	0.00	50.00	120982
1343	INDEPENDENT LUMBER OF MARSHALL INC	03/25/2022	Regular	0.00	51.30	120951
1343	INDEPENDENT LUMBER OF MARSHALL INC	04/08/2022	Regular	0.00	25.59	121017
5546	INDIAN ISLAND WINERY	03/25/2022	Regular	0.00	137.76	120952
5546	INDIAN ISLAND WINERY	04/01/2022	Regular	0.00	120.48	120983
1358	INTERNAL REVENUE SERVICE	04/01/2022	Bank Draft	0.00	25,408.38	DFT0001597
1358	INTERNAL REVENUE SERVICE	04/01/2022	Bank Draft	0.00	22,921.14	DFT0001598
1358	INTERNAL REVENUE SERVICE	04/01/2022	Bank Draft	0.00	7,877.24	DFT0001599

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1358	INTERNAL REVENUE SERVICE	04/01/2022	Bank Draft	0.00	210.02	DFT0001606
1358	INTERNAL REVENUE SERVICE	04/01/2022	Bank Draft	0.00	49.12	DFT0001607
1358	INTERNAL REVENUE SERVICE	04/01/2022	Bank Draft	0.00	238.78	DFT0001613
1358	INTERNAL REVENUE SERVICE	04/01/2022	Bank Draft	0.00	107.22	DFT0001614
1358	INTERNAL REVENUE SERVICE	04/01/2022	Bank Draft	0.00	55.84	DFT0001615
1365	IRONBROOK PARTNERS	04/08/2022	Regular	0.00	80.00	121018
6458	J & M AIRCRAFT SUPPLY, INC	03/25/2022	Regular	0.00	548.83	120953
5333	JOHANSSON SALES & SERVICE	04/01/2022	Regular	0.00	273.50	120984
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/25/2022	EFT	0.00	9,350.26	9251
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/01/2022	EFT	0.00	6,916.03	9318
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/08/2022	EFT	0.00	2,233.33	9392
3998	JT SERVICES	04/08/2022	EFT	0.00	4,100.00	9393
1417	KENNEDY & GRAVEN, CHARTERED	03/25/2022	EFT	0.00	84.00	9252
5095	KIBBLE EQUIPMENT	04/01/2022	EFT	0.00	415.18	9319
5095	KIBBLE EQUIPMENT	04/08/2022	EFT	0.00	802.25	9394
5675	KNOCHENMUS ENTERPRISES, LLP	03/25/2022	Regular	0.00	300.00	120954
0450	KOPITSKI, JASON	04/01/2022	EFT	0.00	30.00	9320
5377	KRUK, CHRISTOPHER	04/01/2022	EFT	0.00	30.00	9321
5138	L & A SYSTEMS, LLC	04/08/2022	EFT	0.00	767.20	9395
3653	LANGUAGE LINE SERVICES	04/08/2022	EFT	0.00	243.60	9396
1480	LAW ENFORCEMENT LABOR SERVICE INC	04/01/2022	EFT	0.00	1,300.00	9322
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	04/08/2022	Regular	0.00	169.71	121019
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	04/08/2022	Regular	0.00	2,642.90	121020
6183	LEE, JERRED	03/25/2022	EFT	0.00	179.96	9253
6183	LEE, JERRED	04/01/2022	EFT	0.00	30.00	9323
5606	LEGALSHIELD	04/01/2022	Regular	0.00	120.60	120985
5363	LEXIPOL, LLC	04/08/2022	EFT	0.00	3,337.77	9397
1507	LOCHER BROTHERS INC	04/01/2022	EFT	0.00	1,464.60	9324
1508	LOCKWOOD MOTORS INC.	04/01/2022	Regular	0.00	58.45	120986
1508	LOCKWOOD MOTORS INC.	04/08/2022	Regular	0.00	39.06	121021
6323	LUTHER, ERIC	04/01/2022	EFT	0.00	30.00	9325
3816	LUTHERAN SOCIAL SERVICES	04/08/2022	Regular	0.00	14.70	121022
1532	LYON COUNTY ASSESSOR	04/01/2022	Regular	0.00	6,524.50	120987
1541	LYON COUNTY FAIRGROUNDS	03/25/2022	Regular	0.00	50.00	120955
1546	LYON COUNTY HISTORICAL SOCIETY	04/01/2022	Regular	0.00	6,138.00	120988
1552	LYON COUNTY RECORDER	04/08/2022	EFT	0.00	241.40	9398
1565	MACQUEEN EQUIPMENT INC.	04/01/2022	EFT	0.00	5,267.89	9326
6292	MADDEN, GALANTER, HANSEN, LLP	03/25/2022	EFT	0.00	2,137.70	9254
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	04/01/2022	EFT	0.00	1,018.98	9327
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/25/2022	EFT	0.00	1,350.00	9255
1604	MARSHALL AREA CHAMBER OF COMMERCE	04/01/2022	EFT	0.00	450.00	9328
1616	MARSHALL CONVENTION & VISITORS BUREAU	04/01/2022	EFT	0.00	7,000.00	9329
1616	MARSHALL CONVENTION & VISITORS BUREAU	04/08/2022	EFT	0.00	13,076.46	9399
6018	MARSHALL M CLUB	03/25/2022	Regular	0.00	1,000.00	120956
1633	MARSHALL MUNICIPAL UTILITIES	03/25/2022	EFT	0.00	29,867.00	9256
1633	MARSHALL MUNICIPAL UTILITIES	04/08/2022	EFT	0.00	88,079.00	9400
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/25/2022	EFT	0.00	1,027.11	9257
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	04/01/2022	EFT	0.00	119.04	9330
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	04/08/2022	EFT	0.00	27.32	9403
1637	MARSHALL PUBLIC SCHOOLS	04/01/2022	EFT	0.00	1,594.48	9331
1637	MARSHALL PUBLIC SCHOOLS	04/08/2022	EFT	0.00	18,184.83	9404
1649	MARSHALL TRUCK SALVAGE INC.	04/01/2022	Regular	0.00	4.00	120989
0460	MARSHALL, JAMES	04/01/2022	EFT	0.00	80.00	9332
5139	MATHESON TRI-GAS INC	03/25/2022	Regular	0.00	74.51	120957
6586	MCDYER TOOLS	03/25/2022	Regular	0.00	210.50	120958
6586	MCDYER TOOLS	04/01/2022	Regular	0.00	415.50	120990
6025	MELLENTHIN, CODY	04/01/2022	EFT	0.00	50.00	9333
4980	MENARDS INC	03/25/2022	Regular	0.00	532.25	120959
4980	MENARDS INC	04/01/2022	Regular	0.00	9.47	120991
4980	MENARDS INC	04/08/2022	Regular	0.00	825.62	121023
3971	MEULEBROECK, ANDY	04/01/2022	EFT	0.00	30.00	9334

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3971	MEULEBROECK, ANDY	04/08/2022	EFT	0.00	199.99	9405
1711	MID-AMERICAN RESEARCH CHEMICAL	04/01/2022	Regular	0.00	231.25	120992
6377	MIDWEST TRAINING ASSOCIATES, LLC	04/01/2022	Regular	0.00	375.00	120993
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	04/08/2022	EFT	0.00	5,212.50	9406
3669	MINNESOTA STATE RETIREMENT SYSTEM	04/01/2022	Bank Draft	0.00	9,014.88	DFT0001594
3669	MINNESOTA STATE RETIREMENT SYSTEM	04/01/2022	Bank Draft	0.00	25.00	DFT0001604
3669	MINNESOTA STATE RETIREMENT SYSTEM	04/01/2022	Bank Draft	0.00	42.30	DFT0001611
1839	MINNESOTA VALLEY TESTING LABS INC	03/25/2022	EFT	0.00	214.40	9258
1839	MINNESOTA VALLEY TESTING LABS INC	04/08/2022	EFT	0.00	78.00	9407
3793	MINNESOTA WISCONSIN PLAYGROUND	03/25/2022	Regular	0.00	2,647.00	120960
1757	MN CHILD SUPPORT PAYMENT CENTER	04/01/2022	Bank Draft	0.00	356.25	DFT0001589
1757	MN CHILD SUPPORT PAYMENT CENTER	04/01/2022	Bank Draft	0.00	287.49	DFT0001590
0969	MN DEPT OF LABOR & INDUSTRY	04/08/2022	Regular	0.00	5,208.22	121024
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	04/08/2022	Regular	0.00	100.00	121025
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	04/08/2022	Regular	0.00	100.00	121026
1818	MN REVENUE	04/01/2022	Bank Draft	0.00	10,752.74	DFT0001600
1818	MN REVENUE	04/01/2022	Bank Draft	0.00	50.81	DFT0001616
3961	MN STATE PATROL, CMV SECTION	04/01/2022	Regular	0.00	30.00	120994
3961	MN STATE PATROL, CMV SECTION	04/01/2022	Regular	0.00	12.00	120995
1844	MN WEST COMMUNITY & TECH COLLEGE	03/25/2022	Regular	0.00	100.00	120961
1877	MOTION INDUSTRIES INC	03/25/2022	EFT	0.00	290.98	9259
2512	NATIONWIDE RETIREMENT	04/01/2022	Bank Draft	0.00	200.00	DFT0001585
2513	NATIONWIDE RETIREMENT-FIRE	04/01/2022	Bank Draft	0.00	10.66	DFT0001586
1923	NCPERS MN GROUP LIFE INS.	04/01/2022	EFT	0.00	256.00	9335
1945	NORMS GTC	03/25/2022	Regular	0.00	245.33	120962
1945	NORMS GTC	04/01/2022	Regular	0.00	550.65	120996
1945	NORMS GTC	04/08/2022	Regular	0.00	32.67	121027
1986	NORTH CENTRAL INTERNATIONAL, INC	03/25/2022	EFT	0.00	167.44	9260
1986	NORTH CENTRAL INTERNATIONAL, INC	04/01/2022	EFT	0.00	18.53	9336
1964	NORTHERN TRUCK EQUIPMENT CORP	04/01/2022	EFT	0.00	255.33	9337
5891	ONE OFFICE SOLUTION	03/25/2022	EFT	0.00	70.86	9261
5891	ONE OFFICE SOLUTION	04/01/2022	EFT	0.00	15.00	9338
5891	ONE OFFICE SOLUTION	04/08/2022	EFT	0.00	1,153.13	9408
3809	O'REILLY AUTOMOTIVE STORES, INC	03/25/2022	EFT	0.00	56.98	9262
2019	PAUSTIS WINE COMPANY	03/25/2022	Regular	0.00	6,241.00	120963
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	04/01/2022	EFT	0.00	48.00	9339
2028	PERA OF MINNESOTA REG	04/01/2022	Bank Draft	0.00	52,354.29	DFT0001592
2028	PERA OF MINNESOTA REG	04/01/2022	Bank Draft	0.00	262.64	DFT0001602
2028	PERA OF MINNESOTA REG	04/01/2022	Bank Draft	0.00	296.13	DFT0001609
4007	PETE'S ELECTRIC MOTOR REPAIR	03/25/2022	Regular	0.00	1,119.49	120964
2034	PETTY CASH	03/25/2022	Regular	0.00	100.00	120965
2036	PHILLIPS WINE AND SPIRITS INC	03/25/2022	EFT	0.00	10,567.76	9263
2036	PHILLIPS WINE AND SPIRITS INC	04/01/2022	EFT	0.00	11,080.38	9340
2036	PHILLIPS WINE AND SPIRITS INC	04/08/2022	EFT	0.00	4,561.05	9409
3557	POMP'S TIRE SERVICE, INC.	04/01/2022	EFT	0.00	735.41	9341
2064	POWERPLAN	03/25/2022	Regular	0.00	521.24	120966
2064	POWERPLAN	04/01/2022	Regular	0.00	4,202.76	120997
0477	PRZYBILLA, SCOTT	03/25/2022	EFT	0.00	132.00	9264
0477	PRZYBILLA, SCOTT	04/01/2022	EFT	0.00	30.00	9342
2096	QUARNSTROM & DOERING, PA	04/01/2022	EFT	0.00	11,369.42	9343
2137	REDWOOD RIVER SPORTSMAN CLUB	04/08/2022	Regular	0.00	500.00	121028
4826	RIEKE, BENJAMIN	04/01/2022	EFT	0.00	30.00	9344
2186	ROGGE EXCAVATING	03/25/2022	EFT	0.00	1,080.00	9265
0481	ROKEH, JASON	04/01/2022	EFT	0.00	30.00	9345
6684	ROLLING FORKS VINEYARDS, LLC	03/25/2022	EFT	0.00	308.64	9266
5867	ROUND LAKE VINEYARDS & WINERY	04/08/2022	EFT	0.00	144.00	9410
2201	RUNNINGS SUPPLY INC	03/25/2022	EFT	0.00	580.69	9267
2201	RUNNINGS SUPPLY INC	04/01/2022	EFT	0.00	390.38	9346
5556	SANDGREN, KAYLYNN	04/01/2022	EFT	0.00	30.00	9347
6957	SANDO, TOM	04/08/2022	EFT	0.00	259.93	9411
6251	SHRED RIGHT	04/01/2022	EFT	0.00	15.00	9348

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4056	SIGMA CONTROLS, INC.	04/01/2022	Regular	0.00	492.32	120999
6963	SLEEPY EYE BREWING COMPANY LLC	03/25/2022	Regular	0.00	160.80	120967
6735	SMALL LOT COOP, LLC	04/01/2022	Regular	0.00	1,564.20	121000
2288	SMI & HYDRAULICS, INC.	04/01/2022	EFT	0.00	310.54	9349
2288	SMI & HYDRAULICS, INC.	04/08/2022	EFT	0.00	225.00	9412
4855	SOUTHERN GLAZER'S OF MN	03/25/2022	EFT	0.00	9,576.07	9268
4855	SOUTHERN GLAZER'S OF MN	04/01/2022	EFT	0.00	5,332.00	9350
2311	SOUTHWEST GLASS CENTER	04/01/2022	EFT	0.00	59.70	9351
2318	SOUTHWEST SANITATION INC.	04/08/2022	EFT	0.00	2,336.26	9413
0491	ST AUBIN, GREGORY	04/01/2022	EFT	0.00	30.00	9352
6967	STAEFFLER, JUSTIN	04/01/2022	EFT	0.00	269.05	9353
2351	STAR TRIBUNE	03/25/2022	EFT	0.00	205.30	9269
6972	STATE BANK OF TAUNTON	04/08/2022	Regular	0.00	10,000.00	121029
3808	STELTER, GEOFFREY	04/01/2022	EFT	0.00	30.00	9354
4134	STENSRUD, PRESTON	04/01/2022	EFT	0.00	30.00	9355
6318	STERLING EQUIPMENT & REPAIR, INC	04/01/2022	Regular	0.00	300.00	121001
4409	STRATEGIC INSIGHTS INC.	04/01/2022	EFT	0.00	775.00	9356
2373	STREICHERS	03/25/2022	EFT	0.00	328.94	9270
2373	STREICHERS	04/08/2022	EFT	0.00	1,365.00	9414
6706	SUN LIFE FINANCIAL	04/01/2022	EFT	0.00	1,642.56	9357
6956	SUREONE PROMOTIONS	03/25/2022	EFT	0.00	564.25	9271
0495	SWANSON, GREGG	04/01/2022	EFT	0.00	30.00	9359
6277	TALKING WATERS BREWING CO, LLC	03/25/2022	EFT	0.00	575.00	9272
4338	THERMAL PROCESSING SYSTEMS, INC	04/08/2022	Regular	0.00	1,941.48	121030
6709	THERMO KING OF SIOUX FALLS INC	03/25/2022	EFT	0.00	222.65	9273
2143	THOOF ENTERPRISES LLC	03/25/2022	EFT	0.00	196.20	9274
6504	THREE LEGGED DOG, INC	04/01/2022	EFT	0.00	125.00	9360
2428	TITAN MACHINERY	04/01/2022	EFT	0.00	3,140.00	9361
2429	TKDA	04/01/2022	EFT	0.00	3,500.00	9362
4423	TREASURED TIMES SCRAPBOOKING AND GIFTS	04/01/2022	Regular	0.00	75.00	121002
6786	TRUCK CENTER COMPANIES EAST LLC	04/01/2022	EFT	0.00	14.12	9363
6786	TRUCK CENTER COMPANIES EAST LLC	04/08/2022	EFT	0.00	9,579.73	9415
6156	TRUE BRANDS	03/25/2022	EFT	0.00	1,210.35	9275
3342	TRUEDSON, SCOTT	04/01/2022	EFT	0.00	30.00	9364
3875	TYLER TECHNOLOGIES	03/25/2022	Regular	0.00	360.37	120968
6126	UNITED COMMUNITY ACTION PARTNERSHIP	03/25/2022	EFT	0.00	14,946.69	9276
3443	VALIC DEFERRED COMP	04/01/2022	Bank Draft	0.00	941.61	DFT0001587
3443	VALIC DEFERRED COMP	04/01/2022	Bank Draft	0.00	1,705.77	DFT0001588
6092	VANDERMILLEN, SCOTT	04/01/2022	EFT	0.00	80.00	9365
6370	VANKEULEN, KURTIS	03/25/2022	EFT	0.00	50.00	9277
6370	VANKEULEN, KURTIS	04/01/2022	EFT	0.00	30.00	9366
0512	VANLEEUEWE, SARA J.	04/01/2022	EFT	0.00	70.00	9367
4489	VERIZON WIRELESS	03/25/2022	EFT	0.00	1,932.73	9278
2538	VIKING COCA COLA BOTTLING COMPANY	03/25/2022	EFT	0.00	368.05	9279
2538	VIKING COCA COLA BOTTLING COMPANY	04/01/2022	EFT	0.00	198.40	9368
4594	VINOUCPIA	03/25/2022	EFT	0.00	1,408.56	9280
6085	VOYA - INVESTORS CHOICE	04/01/2022	Bank Draft	0.00	2,190.36	DFT0001595
5700	WATCH GUARD	04/08/2022	Regular	0.00	140.00	121031
6950	WATERVILLE FOOD AND ICE, INC.	03/25/2022	EFT	0.00	233.09	9281
0518	WENKER, JEFFREY	04/01/2022	EFT	0.00	30.00	9369
2605	WINE MERCHANTS	03/25/2022	EFT	0.00	251.80	9282
2605	WINE MERCHANTS	04/01/2022	EFT	0.00	243.80	9370
6379	WINEBOW	04/08/2022	EFT	0.00	749.00	9416
6970	YWCA OF MINNEAPOLIS	04/01/2022	Regular	0.00	1,600.00	121003
2631	ZEP MANUFACTURING COMPANY	03/25/2022	EFT	0.00	430.20	9283
2632	ZIEGLER INC	03/25/2022	EFT	0.00	80.69	9284

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2632	ZIEGLER INC	04/01/2022	EFT	0.00	18.90	9371

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	162	87	0.00	218,871.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	28	28	0.00	152,500.09
EFT's	340	179	0.00	403,893.77
	530	294	0.00	775,265.29

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	162	87	0.00	218,871.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	28	28	0.00	152,500.09
EFT's	340	179	0.00	403,893.77
	530	294	0.00	775,265.29

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2022	223,876.02
999	POOLED CASH FUND	4/2022	551,389.27
			775,265.29

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	OLD BUSINESS
Type:	ACTION
Subject:	Ordinance Amending Chapter 62 of the City Code establishing Sec. 62.11-Access Management (Driveway Ordinance) – Adoption of Ordinance.
Background Information:	<p>City staff is proposing to establish a set of driveway regulations that more explicitly describes the requirements and limitations for driveways in various land uses. The proposed ordinance would apply to new properties or applications for modifying existing driveways. Applications to replace driveways, as they are currently, would be exempt from the requirements in the ordinance.</p> <p>The proposed ordinance describes the requirements for materials and geometrics (size, slope, etc.) for residential, commercial, and industrial-zoned properties. The ordinance also identifies an exemption process, should a property owner wish to install a driveway that does not conform to the requirements in the proposed ordinance.</p> <p>Staff believes that the proposed ordinance would provide clear direction to property owners regarding driveway installations. Limiting driveway width and spacing between driveways can improve safety by helping to reduce vehicle/pedestrian interaction area and by reducing and limiting street access/conflict points, help ensure good gutter drainage, reduce unnecessary storm water runoff, help ensure compliance with vegetative cover ordinance requirements, and help maintain character of a neighborhood. Establishment of driveway regulations are typical for many other communities in Minnesota. Staff can review requirements of other communities as needed.</p> <p>This item was presented to the Public Improvement/Transportation Committee at their meeting on January 25, 2022, with a recommendation from the Committee for approval of the driveway ordinance to the City Council.</p> <p>This item was presented to the Legislative & Ordinance Committee at their meeting on March 1, 2022. At L&O Committee, Councilman Lozinski suggested that the City Council discuss allowing bituminous paving as an accepted driveway material in the City right of way. City staff prefers to require concrete in City right of way, but can make this amendment if the Council desires. After discussion, motion passed with the recommendation from the Committee to Council to introduce the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance) and call for public hearing to be held March 22, 2022.</p> <p>At their meeting on March 22, 2022, the City Council conducted a public hearing. There was no input from the audience. With only four members of the City Council present, a unanimous vote was required to pass the ordinance. The motion failed on the adoption of the ordinance due to a 3-1 vote of the Council. The Council elected to bring the item back to Council at this meeting to be heard by the entire City Council.</p>

Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	<p><u>Recommendation No. 1</u> that the Council adopt Ordinance No. 22-002, which is the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance).</p> <p><u>Recommendation No. 2</u> that the Council adopt Ordinance No. 22-002, which is the Summary Ordinance for Publication of the Ordinance Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance).</p>

ORDINANCE NO. 22-002

**ORDINANCE AMENDING CHAPTER 62 – STREETS, SIDEWALKS AND
OTHER PUBLIC PLACES
ESTABLISHING SEC. 62-11 - ACCESS MANAGEMENT**

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

Section 1: City Code of Ordinances, Chapter 62, Sec. 62-11 is hereby added in its entirety as follows:

CHAPTER 62 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE I. – IN GENERAL

Sec. 62-11. – Access Management

(a) Definitions.

(1) Driveway

- a. For the purpose of this Section, driveway is that portion of a private drive leading to an off-street destination such as a garage or parking area and providing access for motor vehicles from a public way that lies between the curb or pavement edge of a public street and the property line.

(b) Review.

(1) Determinations.

- a. Intent.
 1. It is the intent of this chapter to regulate access of abutting property to and from the public streets in order to protect and promote the welfare and safety of the public, the movement of traffic on the public streets, and to eliminate unreasonable traffic hazards.
- b. Permit Issuance.
 1. The City Engineer shall issue a permit hereunder when the City Engineer finds:
 - i. That the work will be done according to the provisions described herein;
 - ii. That the curb cut or proposed driveway will not constitute a traffic hazard or unreasonably impair or interfere with vehicular and pedestrian traffic, the demand and necessity for street parking spaces, and the means of ingress to and from adjacent properties; and
 - iii. That the health, welfare and safety of the public will not be unreasonably impaired.
 2. If a permit is denied, the City Engineer shall forthwith notify the applicant and shall set forth in such notice the reasons for denying the permit.
- c. Appeals to City Council.
 1. Any person aggrieved by any action taken by the City Engineer in granting or denying a permit of any curb cut or driveway may appeal to the City Council by filing in the office of the City Clerk a notice of appeal specifying the grounds thereof. An appeal shall stay all proceedings until the City Council renders action. Such appeal shall initiate an opportunity to be heard before the Planning Commission of the Council to which the matter has been referred for review and recommendation. Thereafter, the Council may affirm, reverse or modify the action of the City Engineer.

(2) Requirements.

- a. All driveway construction must comply with the requirements of Sections 62-3 and Chapter 86.
- b. All work on private properties beyond driveways as defined in this Section and applications for permits for replacing the existing surfacing of driveway only with no modifications are exempt from the requirements of this ordinance.
- c. All applications for permits that include driveway modifications must conform to the requirements of this ordinance.

- d. Driveway permit applications that include either new driveways or modifications to an existing driveway must include a plan layout of the proposed work illustrating that the proposed driveway will conform to the requirements in this ordinance.

(3) *Exceptions.*

- a. A property owner may file for an exception to the regulations described herein.
- b. Exception requests shall be submitted to the Office of the City Engineer in the form of a formal letter including additional documentation describing the requested exception(s) including but not limited to the following:
 - 1. Location map;
 - 2. Ordinance requirement(s) requested for exception;
 - 3. Detailed description of proposed work outside of requirements of ordinance; and
 - 4. Contact information of applicant.
- c. Exception requests shall be reviewed by the City Engineer or his/her designee. The Office of the City Engineer shall offer a determination within 30 days of receiving a written request for exception from the provisions of this ordinance.

(4) *Quantity.*

- a. Residential-Zoned Properties
 - 1. Properties will be granted one (1) curb cut access for driveway for lot frontage to the street up to eighty-five (85) feet. Properties with greater than eighty-five (85) feet of lot frontage to the street will be granted (2) curb cut accesses for driveways.
- b. Commercial and Industrial-Zoned Properties
 - 1. All Commercial and Industrial properties will be granted two (2) curb cut accesses per parcel for driveway.

(c) Construction.

(1) *Materials.*

- a. Surface Pavement.
 - 1. All driveways must be surfaced with concrete from the street to the back of the existing sidewalk.
 - 2. If no sidewalk exists, concrete surface shall extend to the back of the City Right-of-Way.
- b. Within the City Right-of-Way, driveways require a minimum of four (4) inches of gravel base and six (6) inches of concrete pavement.

(2) *Geometrics.*

- a. Residential-Zoned Properties.
 - 1. Curb cut access for driveways shall not be more than 36 feet in width measured at the full-width opening, not including required flared sections.
 - 2. Curb cut access for shared driveways on a multi-family residential property shall not measure more than 48 feet in width.
 - 3. When Intersecting Existing Sidewalks
 - i. The width of the new sidewalk shall measure a minimum of five (5) feet unless existing surrounding walk is four (4) feet in width, measured perpendicularly to the driveway.
 - ii. The cross-slope of the new sidewalk shall measure less than a 2% to meet ADA requirements.
 - iii. A new sidewalk transition panel outside of each end of the driveway shall transition required cross-slope to match existing adjacent sidewalk.
 - 4. Minimum Distances.
 - i. In the event of a property owning two or more driveways, the minimum distance of separation between the driveways shall be 24 feet.
 - ii. The minimum distance of a driveway, not including the required flared section, to the side property line shall be five (5) feet.
 - iii. The minimum distance of a driveway from an adjacent intersection shall be 25 feet, measured from the Right-of-Way of the intersecting street.
- b. Commercial-Zoned Properties.
 - 1. Curb cut access for driveways shall not be more than 36 feet in width measured at the full-width opening, not including required flared sections.

2. When Intersecting Existing Sidewalks
 - i. The width of the new sidewalk shall measure a minimum of five (5) feet unless existing surrounding walk is four (4) feet in width, measured perpendicularly to the driveway.
 - ii. The cross-slope of the new sidewalk shall measure less than a 2% cross-slope to meet ADA requirements.
 - iii. A new sidewalk transition panel outside of each end of the driveway shall transition required cross-slope to match existing adjacent sidewalk.
 3. Minimum Distances.
 - i. In the event of a property owning two or more driveways, the minimum distance of separation between the driveways shall be 40 feet.
 - ii. The minimum distance of a driveway, not including the required flared section, to the side lot property line shall be five (5) feet.
 - iii. The minimum distance of a driveway from an adjacent intersection will be 40 feet, measured from the Right-of-Way of the intersecting street.
- c. Industrial-Zoned Properties.
1. A site plan will be required that includes proposed curb cut access(es) and width(s) for driveways.
 2. The City Engineer shall review that proposed curb cut accesses meet necessary traffic safety requirements.
 3. When Intersecting Existing Sidewalks
 - i. The width of the new sidewalk shall measure a minimum of five (5) feet unless existing surrounding walk is four (4) feet in width, measured perpendicularly to the driveway.
 - ii. The cross-slope of the new sidewalk is required to measure less than a 2% cross-slope to meet ADA requirements.
 - iii. A new sidewalk transition panel outside of each end of the driveway will be required to transition required cross-slope to match existing adjacent sidewalk.
 4. Minimum Distances.
 - i. In the event of a property owning two or more driveways, the minimum distance of separation between the driveways will be 40 feet.
 - ii. The minimum distance of a driveway, not including the required flared section, to the side lot property line will be five (5) feet.
 - iii. The minimum distance of a driveway from an adjacent intersection will be 40 feet, measured from the Right-of-Way of the intersecting street.

Section 2: This ordinance shall take effect from and after its passage and publication.

Passed and adopted by the Common Council this 12th day of April, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Introduced on: March 8, 2022

Final Passage on: April 12, 2022

Summary Ordinance in the Marshall Independent on: _____

**SUMMARY ORDINANCE NO. 22-002
FOR PUBLICATION**

**ORDINANCE AMENDING CHAPTER 62 – STREETS, SIDEWALKS AND
OTHER PUBLIC PLACES
ESTABLISHING SEC. 62-11 - ACCESS MANAGEMENT**

On March 22, 2022, the City Council for the City of Marshall, Minnesota (“City”) adopted an Ordinance Amending Chapter 62 (Streets, Sidewalks and Other Public Places) (“Ordinance”) of the Marshall City Code of Ordinances. The Ordinance serves the purpose of Amending Chapter 62 of the City Code establishing Sec. 62-11 - Access Management (Driveway Ordinance).

It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 22-_____. A copy of the entire Ordinance will be posted at the Marshall City Hall.

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

NOTICE

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

Passed and adopted by the Common Council this 12th day of April, 2022.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Introduced on: March 8, 2022

Original Ordinance Adopted on: April 12, 2022

Summary Ordinance Adopted on: April 12, 2022

Summary Ordinance in the Marshall Independent on: _____

Meeting Date:	Tuesday, April 12, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	MPCA Chloride Reduction Grant – 1) Consider Authorization to Utilize Wastewater Funds for Grant Match; 2) Agreement with Bolton & Menk, Inc.
Background Information:	<p>At the November 23, 2021 City Council meeting, staff presented to the Council an opportunity to apply for an MPCA Chloride Reduction Grant, through Bolton & Menk. The Council agreed to move forward with the grant application at this meeting.</p> <p>Bolton & Menk has been awarded this grant through the MPCA. The grant is a \$250,000 grant that is split between the cities of Worthington and Marshall. The grant requires a 25% match which would require a \$31,250 investment from each community. Below is a preliminary proposed cost outline from Bolton & Menk:</p> <ul style="list-style-type: none"> - Rebates or other incentives--\$100,000 for each community - Preparation of rebate program and tracking (Engineering)--\$50,000 - Preparation of educational information (Engineering)--\$50,000 - Final reporting to MPCA--\$12,500 <p>Based on the above numbers, with the City contributing \$31,250, we will end up with \$100,000 of money to invest into a rebate program or other incentive type of program, as well as having the engineering services to set up and administer the program covered by Bolton & Menk. The rebate program may offer cost coverage of softener adjustment, it may cover a portion of the cost to replace outdated softeners, or some combination of the two. City staff plans to meet with Bolton & Menk and Worthington Public Utilities staff on April 19th to begin formulating the program for the project as well as determining how to administer the program.</p> <p>Included in the Council packet for Council consideration is an agreement between the City and Bolton & Menk to utilize these grant funds. The City will be responsible for making all rebate payments and making all engineering payments to Bolton & Menk for engineering services rendered. Bolton & Menk would then send all documentation into the MPCA for grant payment and Bolton & Menk would reimburse the City. This arrangement is outlined in section 3.A.2 of the agreement.</p>
Fiscal Impact:	<p>Required grant match in the amount of \$31,250. MMU has agreed to split cost responsibility for the \$31,250 local match. The result is a \$15,625 cost to the Wastewater Department..</p> <p>The 2022 Wastewater budget has adequate funding available in line item 602-49500-58180 Refunds & Reimbursements.</p>

	As identified in the project background, the City will be responsible for making all payments upfront, totaling \$156,250, with the ability to submit for monthly grant reimbursements that total \$125,000. The remaining \$31,250 will be split evenly between MMU and the Wastewater Department.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	<p><u>Recommendation No. 1</u> that the Council authorize City staff to utilize \$15,625 in Wastewater Department funds for the grant match to the MPCA Chloride Reduction Grant.</p> <p><u>Recommendation No. 2</u> that the Council authorize entering into a Professional Services agreement with Bolton & Menk, Inc. of Mankato, Minnesota.</p>

AGREEMENT FOR PROFESSIONAL SERVICES
WASTEWATER CHLORIDE REDUCTION PROJECT
CITY OF MARSHALL, MN and BOLTON & MENK, INC.

This Agreement, made this 25th day of March 2022, by and between the City of Marshall, 344 West Main Street, Marshall, MN 56258, (“CLIENT”), and BOLTON & MENK, INC., 1960 Premier Drive, Mankato, MN 56001, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services in conjunction with the reduction of chloride in their wastewater effluent as described in the Minnesota Pollution Control Agency (MPCA) Chloride Reduction Grant Work Plan (“Project”) and whereas the CONSULTANT agrees to furnish the various professional services required by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

SECTION 1 - CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various Basic Services in connection with the proposed project as described in Exhibit A – “Chloride Reduction Grant – Water Softening Work Plan”.
- B. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B and this Agreement will be revised accordingly in writing.

SECTION 2 - THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The CLIENT shall designate a liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.

- F. The CONSULTANT’S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or “municipal advisor” (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the Project described in this Agreement.
- G. The CLIENT will obtain any and all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in Exhibit A.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the Project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.
- I. The CLIENT agrees to abide by and follow the intent of the CONSULTANT’S agreement with the MPCA, Exhibit C – Grant Agreement.

SECTION 3 - COMPENSATION FOR SERVICES

A. FEES

- 1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees (“Schedule of Fees”) for the time spent in performance of Agreement services. Total cost of CONSULTANT services shall not exceed \$56,250 without the prior consent of CLIENT.
- 2. This Fee represents only a portion of the total project cost to be paid to the CONSULTANT. The total project cost is being split equally between the City of Marshall (CLIENT) and Worthington Public Utilities and is estimated to be \$312,500. Of this project cost, \$156,250 is assigned to the CLIENT of which up to \$125,000 will be reimbursed to the CLIENT upon receipt of funds from the MPCA. The reimbursement and fund payment process will be as follows:
 - a. Service Fees for time expended by the CONSULTANT shall be paid by the CLIENT upon regular invoices.
 - b. CLIENT shall invoice back to the CONSULTANT all costs associated with the project including: CONSULTANT fees, Rebates Issued (with documentation of rebate), and other acceptable incurred costs as described in the MPCA Work Plan and Budget (Exhibit A) and MPCA Grant Agreement (Exhibit C).
 - c. Upon receiving 80% Grant funds from the MPCA, the CONSULTANT shall reimburse the CLIENT 80% of the costs incurred, all reimbursements must be completed by June 30, 2023 per MPCA Grant Agreement.

3. The attached Schedule of Fees shall apply for services provided through December 31, 2022. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes in its operating costs. Adjusted rates will become effective on January 1st of each subsequent year.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement, CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above fees include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.

B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.
4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT, State, or their duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

SECTION 4 - GENERAL

A. STANDARD OF CARE

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

B. CHANGE IN PROJECT SCOPE

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in Exhibit A, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work.

C. LIMITATION OF LIABILITY

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.
3. General Liability of CLIENT. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.

5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT'S corporate entity.

D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.

7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of Exhibit A or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the Project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).
2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the Project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the Project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for the defense of any claim or legal action.

J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years or until such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

K. HAZARDOUS MATERIALS

1. Except as expressly stated in Exhibit A, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT'S services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate this Agreement for cause if it is not practical to continue providing Services.

- a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

L. TERMINATION

1. For Cause: This Agreement may be terminated by either party upon 7 days' written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT'S services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
 - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4.H.
4. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from award or making of this Agreement.

O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer**, and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the

dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

U. MINNESOTA GOVERNMENT DATA PRACTICES ACT (MGDPA)

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as additional services for its reasonable labor and other direct expenses in complying with any MGDPA request, but only to the extent that the request is not due to a negligent, intentional, or willful act or omission by the CONSULTANT or other failure to comply with its obligations under this contract.

V. ETHICAL STANDARDS

No member, officer, employee, or agent of the CLIENT or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

SECTION 5 - SIGNATURES

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: City of Marshall

CONSULTANT: Bolton & Menk, Inc.

Signature

Signature

Printed Name

Kristopher J. Swanson
Printed Name

Date

March 25, 2022
Date

Address for giving notice:

Address for giving notice:

344 West Main Street

1960 Premier Drive

Marshall, MN 56258

Mankato, MN 56001

CLIENT’S Representative with authority for ordering engineering services and transmitting instructions:

Attachments:

Exhibit A – Chloride Reduction Grant – Water Softening Work Plan and Budget

Exhibit B – Schedule of Fees

Exhibit C – MPCA Grant Agreement

Exhibit A

Basic Services

MPCA Chloride Reduction Grant – Water
Softening Work Plan and Budget found on the following pages.



520 Lafayette Road North
St. Paul, MN 55155-4194

Chloride Reduction Grant – Water Softening Workplan and Budget

FY2022

SWIFT Contract No.: 205530

AI: 228948

Activity ID: PRO20210005

Project title:

Residential and commercial ion exchange salt discharge reduction in Marshall and Worthington

1. Project information

Organization: Bolton & Menk, Inc.

Contractor contact name: Kristopher J. Swanson

Address: 1960 Premier Drive
Mankato, MN 56001

Phone: 507-380-3206

E-mail: Kristopher.Swanson@bolton-menk.com

Minnesota Pollution Control Agency (MPCA) contact:

MPCA project manager: Brooke Asleson

Address: 520 Lafayette Road North
St. Paul, MN 55155

Phone: 651-757-2205

E-mail: Brooke.Asleson@state.mn.us

Start date: March 4, 2022

End date: June 30, 2023

Total cost: \$250,000.00

2. Statement of project details

Bolton & Menk will work with the cities of Marshall and Worthington to develop and issue rebates to residents and businesses for devices that can reduce salt including: reverse osmosis units, alternative water conditioners, new demand based recharging ion exchange softeners (to replace time-based recharge softeners) and blending valves on softeners to utilize less hard water throughout home or business. Removal of softeners could be incentivized if desired by the owner. Also, the program could include free resident/business visits by qualified staff to adjust water conditioners for proper settings. In addition, educational materials will be developed in English and Spanish to help provide additional reduction of salt from all homes and businesses.

These two communities have recently obtained new water quality, making them ideal candidates for more efficient water softeners and other water conditioning devices, modifications to the settings of existing units, education on how to adjust water softeners, and the addition of blending valves to further reduce the salt usage. Marshall's water quality has become softer through upgrades of their water treatment plant, allowing them to reduce community water hardness to below 10 mg/L. In Worthington, their connection to the Lewis and Clark water system has allowed them to blend the community water to a lower hardness coming from the Missouri River. This program will equally split the grant money (and the matching funds) to provide a pilot

rebate program in both communities to implement a number of visits to users in order to replace softeners, change to alternative solutions, or make adjustments to existing equipment. This will provide residents and businesses with \$100,000 of potential rebates to install alternative water conditioners, make adjustments, install new demand based softener (to replace time based softeners) and/or blending valves to allow users to blend softened water from zero hardness coming off the ion exchange unit to water in the 3-7 grains of hardness, thus reducing salt further.

Through the rebate program, public educational materials, and media campaign, each community hopes to have 200+ users (at each community) participate in the program, potentially reducing salt discharge by 120,000 lbs/year (200 users x 50 lbs/month x 12 months). On two Million Gallon per Day (MGD) of wastewater flow this could reduce chloride by 20mg/L, on one MGD of wastewater flow, this could reduce chloride concentrations by as much as 40 mg/L. It is each communities hope that the multifaceted approach of looking at multiple solutions in homes and businesses, making free adjustments, and educating the communities will help them reach their National Pollutant Discharge Elimination System (NPDES) permit limits.

3. Goal statement, project evaluation plan, tasks, and subtasks

Goal statement: Reduce chloride discharge in Marshall and Worthington, Minnesota to ultimately meet NPDES Permit limits by providing rebates for softener inspections/adjustments, reverse osmosis (RO), alternative water conditioners, and more efficient softeners to replace old time-based softeners recharged on a regular basis regardless of water usage or condition of the resin bed. By providing rebates to residents and businesses to remove these softeners and replace them with properly set and calibrated units, significant salt savings for these users can be realized. This program, coupled with exploration of possible blending valves (valves added prior to softeners to allow the user to blend hard raw water with their ion exchange water to create a custom blended water quality, would be evaluated in each community on an individual basis for only the larger water users as they won't save enough salt for residents to promote a rebate program), will allow users in each community to use less salt. The goal is to provide 200 rebates on softeners in each community totaling \$200,000.

In addition to the physical change out of softeners and consideration for blending valves on larger users, Bolton & Menk will develop English and Spanish based educational materials to ensure that softeners throughout each community are set properly for their new water quality. Mailers, video, and web based educational materials are planned for each community, and this information could also be used in other communities in the future. Inspections and adjustments of softeners may also be provided as applicable in each community to allow further reduction of salt.

Project evaluation plan:

Bolton & Menk will utilize a multi-step approach for the project. To start off, the rebate program will be developed with a detailed application required that would include:

- Current softener information
- Salt used per month by resident or business
- Water used by resident or business
- If water usage is high enough, consideration for blending valve addition
- List of applicable water conditioners (RO and alternative methods), ion softeners, blending valves, and softener adjustments eligible for rebates (or free visits from qualified staff)

Bolton & Menk will also contact area retailers in both communities to quantify the amount of salt that was sold in Marshall and Worthington in 2018, 2019, and 2020 to get a baseline (if available) of previous salt usage in each community.

Bolton & Menk will provide regular communication to the project team (including MPCA), partners and any other experts brought in to support the project.

After completion of the rebate program (up to 200 users in each community) and development of educational materials, the team will evaluate the following:

- Survey results of salt reduction from users of the rebate
- Waste water treatment facility discharge parameter changes for chlorides and comparison to NPDES discharge limit
- 2022 and 2023 salt sales in each community (if available)
- Provide a detailed technical memo of findings, successes or failures of the rebate program, and estimates of total salt reductions.

Task 1 of 4: Develop Rebate program with project team, local experts and MPCA support.

Develop documents and criteria for rebate programs including

- Advertising
- Criteria and paperwork to collect information
- Information on eligible units and installers in each community
- Develop estimates for chloride reduction potential for various water softening and conditioning systems that will be part of the rebate program
- Documents to ensure salt savings is present
- Provide each community with documents and plan using the [MPCA’s Water Softening Rebate Guidance](#) on how to implement the rebates
- Summarize the plan each community plans to take

Timeframe: March 2022 – June 30, 2022

Task 1 Total: Grant: \$40,000, Match: \$10,000 (\$5,000 from each community), Total: \$50,000

Task 2 of 4: Rebates for qualifying residents and businesses

Proposing up to \$500 rebates for new, efficient water softening units, RO, or alternative water conditioners. Up to 200 in each community for a total of \$100,000 for Marshall and Worthington, \$200,000 total in rebates on this grant. Additionally, these funds could be used for free inspections/adjustments of softening units to reduce salt in the communities.

Timeframe: May 2022 – June 30, 2023

Task 2 Total: Grant: \$160,000, Match: \$40,000 (\$20,000 from each community), Total: \$200,000

Task 3 of 4: Preparation of Educational Material – Mailers, Video, Newsletter Articles, Press Releases, Social Media, and Website for properly adjusting and reducing softening. Will coordinate this effort with the project team and MPCA. Provide MPCA the opportunity to review all developed educational content.

Timeframe: May 2022 – December 31, 2022

Task 3 Total: Grant: \$40,000, Match: \$10,000 (\$5,000 from each community), Total: \$50,000

Task 4 of 4: Preparation of progress reports using an approved MPCA format and a Final Report to communities and MPCA – will provide a draft of the final report to MPCA for review and comment.

Timeframe: April 2023 – May 2023, Final Reporting provided by June 15, 2023

Task 4 Total: Grant: \$10,000, Match: \$2,500 (\$1,250 from each community), Total: \$12,500

4. Anticipated measurable environmental outcomes

Environmental Outcome	Estimated reduction in pollution (lbs/yr)	Estimated number of people educated	Other estimation
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Rebate Program for reduction of softener salt discharged through the WWTF	240,000 lbs/year	400 connections (at 2.5 people per connection = 1,000 people)	50 lbs bag of salt per month for each rebate recipient
Education/Inspections/Adjustments to allow users to properly set up existing water softeners for new community water quality.	100,000 lbs/year	500+ connections (at 2.5 people per connection = 1,250 people)	WWTF discharge data indicates that not all users have properly adjust their softeners. This would be a savings of 200 lbs/year for each user that adjusts their softener properly (or four 50lbs bags per year)
Conducting Research on Salt sales in each community and survey of rebate recipients to quantify salt reduction.			

5. Project Budget

Cost category	Cost (\$/unit) *Not to exceed rates	Quantity (Qty/Unit)	Grant funds	Total match	Total budget
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**Task 1 of 4:
Development of Rebate Program for multiple solution alternatives**

Engineering & Staff Time	\$200	HR		\$40,000	\$10,000	\$50,000
Task 1 - Total	\$200	HR		\$40,000	\$10,000	\$50,000

Task 2 of 4: Water Softener Rebates

	\$500		400	\$160,000	\$40,000	\$200,000
Task 2 - Total	\$500		400	\$160,000	\$40,000	\$200,000

**Task 3 of 4:
Development of Educational Material**

Engineering, Graphics, Video & Staff Time	\$200	HR		\$40,000	\$10,000	\$50,000
Task 3 - Total	\$200	HR		\$40,000	\$10,000	\$50,000

Task 4 of 4: Final Report

Engineering and Staff Time	\$200	HR		\$10,000	\$2,500	\$12,500
Task 4 - Total	\$200	HR		\$10,000	\$2,500	\$12,500
Project Totals				\$250,000	\$62,500	\$312,500

Exhibit B

Schedule of Fees

Employee Classification	Hourly Billing Rates
Senior Principal	\$220-295/Hour
Principal Engineer/Surveyor/Planner/GIS/Landscape Architect	\$150-235
Senior Engineer/Surveyor/Planner/GIS/Landscape Architect	\$140-225
Project Manager (Inc. Survey, GIS, Landscape Architect)	\$130-250
Project Engineer/Surveyor/Planner/Landscape Architect	\$100-195
Design Engineer/Landscape Designer/Graduate Engineer/Surveyor	\$85-195
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$90-180
Senior Technician (Inc. Construction, GIS, Survey ¹)	\$100-190
Technician (Inc. Construction, GIS, Survey ¹)	\$80-165
Administrative/Corporate Specialists	\$60-140
Structural/Electrical/Mechanical/Architect	\$120-295
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

¹ No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

Exhibit C

MPCA Grant Agreement found on the following pages.



520 Lafayette Road North
St. Paul, MN 55155-4194

Grant Agreement

State of Minnesota

Doc Type: Contract/Grant

SWIFT Contract Number: 205530

AI: 228948

Activity ID: PRO20210005

This Grant Agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 ("MPCA" or "State"), and **Bolton & Menk, Inc.**, 1960 Premier Drive, Mankato, MN 56001 ("Grantee").

Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant contract agreement.
2. The State is in need of the **Residential and commercial ion exchange salt discharge reduction in Marshall and Worthington** (project).
3. The Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1. Term of Grant Contract Agreement

1.1. Effective date: **March 4, 2022**, Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2. Expiration date: **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3. Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The Grantee will perform the duties specified in **Attachment A** which is attached and incorporated into this grant contract.

3. Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4. Consideration and Payment

4.1. Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant contract. Grantee certifies they will provide no less than 25% (twenty-five percent) of the total project cost as cash match or in-kind services.

(b) Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the total amount set forth in the travel expense section of the detailed budget section of **Attachment A**, which is attached and incorporated into this grant contract; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$250,000.00 (Two Hundred Fifty Thousand Dollars and Zero Cents)**.

4.2 Payment.

(a) Invoices. The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Monthly or at least quarterly.**

Invoices must be emailed to mPCA.ap@state.mn.us, and contain the following information:

- Name of Grantee
- Grantee project manager
- Grant amount
- Grant amount available to date
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract No.
- Invoicing period (actual working period)
- Subcontractor costs; invoices may be requested
- Time and material breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Receipts for supplies, shipping, lab fees, and any other itemized costs
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Matching fund summary
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant contract. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

(b) Unexpended Funds. The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
 - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is **Brooke Asleson**, 520 Lafayette Road N, St. Paul, MN 55155, 651-757-2205, brooke.asleson@state.mn.us, or successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the

services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **Kristopher Swanson**, 1960 Premier Drive, Mankato, MN 56001, 507-380-3206, Kristopher.swanson@bolton-menk.com. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment, Change Order, Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Change Order

If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative in advance of doing the work. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.3 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.4 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.5 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual property rights

(a) Intellectual property rights. The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to

arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a)** It does not obtain funding from the Minnesota Legislature.
- (b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Katie Shea	<p>DocuSigned by: <i>Katie Shea</i> 1C7A9AE6E72C42D...</p>	March 4, 2022
Principal Engineer	Kristopher J. Swanson	<p>DocuSigned by: <i>Kristopher J. Swanson</i> 97B9C63CCEE94BB...</p>	March 4, 2022
Asst Division Director	Pamela MS Anderson	<p>DocuSigned by: <i>Pamela MS Anderson</i> B5E45911CF864DC...</p>	March 7, 2022

Admin ID

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Call for a Public Hearing for the Small Cities Development Grant Project Update.
Background Information:	<p>This public hearing is to give a project update and respond to any questions that citizens have about the Marshal SCDP grant. This is a required public hearing that must be held part way through the grant.</p> <p>Jeff Gladis will be in attendance at the April 26, 2022 regular meeting to provide an update on the project.</p>
Fiscal Impact:	NA
Alternative/ Variations:	None Recommended
Recommendations:	That the Council call for a public hearing to be held on Tuesday, April 26 at 5:30 PM at City Hall regarding the Small Cities Development Grant Project Update.

**NOTICE OF PUBLIC HEARING FOR THE CITY OF MARSHALL FOR COMMENT ON THE
SMALL CITIES DEVELOPMENT PROGRAM GRANT:**

NOTICE is hereby given that the City Council of the City of Marshall, Minnesota (the "City") will hold a public hearing on Tuesday, April 26, 2022, beginning at or after 5:30 p.m. in the Council Chambers of the Marshall City Hall located at 344 West Main Street in the City, relating to housing assistance grant monies from the Department of Housing and Community Development, administered by the Minnesota Department of Employment and Economic Development. These funds are made available under Title I of the 1974 Housing and Community Development Act (as amended). This act requires all grantees to hold a public hearing and disseminate information on the overall goals and objectives of the program. This notice also allows all attendees to give written or verbal comments on the project and offer their own assessments as governed under this Act.

Published: April 16, 2022

BY ORDER OF THE CITY COUNCIL OF THE CITY OF MARSHALL, MINNESOTA

By: /s/ Kyle Box
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval to go into closed session pursuant to Minn. Stat. §13D.03, subd. 1(b) to consider strategy for union negotiations
Background Information:	No action will be taken during closed session. City Administrator Hanson and labor relations Attorney Susan Hansen will review information and seek direction related to union negotiations strategy.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve going into closed session pursuant to Minn. Stat. §13D.03, subd. 1(b) to consider strategy for union negotiations

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 12, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of labor agreements between the City of Marshall and Law Enforcement Labor Services, Inc., Local No. 190
Background Information:	<p>The 2019-2021 labor agreements with Law Enforcement Labor Services, Inc., Local No. 190 expired on December 31, 2021. Tentative agreement with the union on contract terms for new three-year agreements (2022-2024) have been reached.</p> <p>If approved by the Council, Staff will post a summary of the amendments and copies of the collective bargaining agreement, memorandum of agreement, and memorandum of understanding in Municode following the meeting.</p>
Fiscal Impact:	Staff will review at the meeting.
Alternative/ Variations:	None recommended.
Recommendations:	to approve a collective bargaining agreement, memorandum of understanding, and memorandum of agreement between the City of Marshall and Law Enforcement Labor Services, Local No. 190.

**LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.**

(POLICE OFFICERS – Local #190)

January 1, 2022 – December 31, 2024

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LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2022 – December 31, 2024 between the City of Marshall, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

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

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes for all licensed peace officers as defined in Bureau of Mediation Services Case No. 94-PCE-1004 dated February 8, 1994.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEES: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Marshall Police Department.
- 3.5 EMPLOYER: The City of Marshall.
- 3.6 DIRECTOR: The Director of Public Safety of the City of Marshall Police Department.

- 3.7 UNION STEWARD: The Steward elected or appointed by the UNION.
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of an averaged forty (40) hour work week or the employees scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
 - a) Full-time employee
 - b) Part-time employee - a designated work period
- 3.10 REST BREAKS: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 - EMPLOYER AUTHORITY

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

prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

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

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 Definition of a Grievance:

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

6.2 Union Representatives:

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

6.3 Processing of a Grievance:

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when

consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 Procedure:

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

Step 1

An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within fourteen (14) business days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) business days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) business days after the EMPLOYER designated representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) business days shall be considered waived.

The term "business days" in clause 6.4 shall mean the days of Monday through Friday and excludes designated holidays identified in the City Personnel Policy manual.

Step 2

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

Step 3

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

the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 3A or Step 4 by the UNION within ten (10) business days shall be considered waived.

Step 3A

If desired by the Union, the Union may submit a written or electronic request to the Employer-designated Step 3 representative to mediate the grievance. The grievance shall be mediated if agreed to by both parties. A grievance not resolved in Step 3A within ten (10) business days following the Employer-designated representative's written refusal to mediate or completion of mediation as designated by the mediator may be appealed to Step 4. Any grievance not appealed in writing to Step 4 by the Union within ten (10) business days shall be considered waived.

Step 4

A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made consistent with the rules established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge, or termination shall include the arbitrator selection procedures established in Minnesota Statute 626.892, as amended.

6.5 Arbitrator's Authority:

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

be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver:

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

6.7 Choice of Remedy:

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

ARTICLE 7 - SAVINGS CLAUSE

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

ARTICLE 8 – PROBATION

8.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) months of active work (which does not include time spent on a leave of absence except as may be required by law). Part-time employees who are original hires, or rehires following separation, shall serve a probationary period of 2,080 hours of compensated service excluding overtime. Licensed peace officers who are promoted, reassigned or transferred shall complete a six (6)-month probationary period. The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union.

8.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer without just cause being required or such discharge being subject to Article 6 (Grievance Procedure) of this Agreement. During the probationary period, a promoted or reassigned employee may be replaced in their

previous position at the sole discretion of the Employer.

- 8.3 Eligible employees shall, during the probationary period, accumulate paid leave as provided by Articles 20 and 21. Leaves of absence shall not be permitted during the probationary period, except as required by law.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the EMPLOYER on the basis of time in grade and time within specific classifications.
- 9.2 Senior employees will be given preference with regard to changes in job classification through transfer, assignment and promotion in the bargaining unit when the job-relevant qualifications of employees are equal.
- 9.3 Employees will be laid off by job classification seniority. Employees on layoff will have recall rights for 24 months after layoff. No employees will be hired in any job classification in which employees are laid off who have recall rights.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion; and
 - e) Discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form. Employees and the UNION shall receive a copy of written reprimands, suspensions, demotions, or discharges.
- 10.3 Written reprimands, notices of suspension, demotions, and discharge shall become part of an employee's personnel file. Written reprimands and notices of suspension and demotions shall be read and acknowledged by signature of the employee.
- 10.4 Employees may examine and duplicate at their own expense their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

- 10.5 An employee will not be questioned when the information obtained through such questioning may subject the employee to disciplinary action unless the employee has been given an opportunity to have an attorney or union representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VI.

ARTICLE 11 - WORK SCHEDULES

The normal work year for full-time employees is two thousand and eighty (2,080) hours to be accounted for by each employee through:

- a) Hours worked on assigned shifts;
- b) Assigned training; and
- c) Authorized leave time.

ARTICLE 12 - WAGES

- 12.1 The wages for employees are listed in Appendix A.
- 12.2 Effective January 1, 2014, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional thirty (\$0.30) cents for actual hours worked. Effective the first day of the first full pay period following ratification, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional fifty cents (\$0.50) for actual hours worked.
- 12.3 Effective January 1, 2014, employees who are assigned to the role of Field Training Officer will be paid an additional one dollar (\$1.00) per hour for actual hours worked in this role. Effective the first day of the first full pay period following ratification, employees who are assigned to the role of Field Training Officer will be paid an additional one dollar and twenty-five cents (\$1.25) per hour for actual hours worked in this role.

ARTICLE 13 - OVERTIME

- 13.1 Employees will be compensated at one and one-half (1-1/2) times the employees regular base pay rate for hours worked in excess of the employees scheduled shift or an averaged forty (40) hour work week. Changes of shifts do not qualify an employee for overtime under this ARTICLE.
- 13.2 Overtime will be distributed as equally as practicable.

- 13.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.6 Employees will be allowed to accumulate up to a maximum of fifty (50) hours of compensatory time.

ARTICLE 14- COURT TIME

An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employees base pay rate or for time worked whichever is greater. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the two (2) hour minimum. The Employer will attempt to notify an employee of cancellation as soon as is practicable.

ARTICLE 15 - CALL BACK TIME

An employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours' pay or for time worked whichever is greater at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 16 - INSURANCE

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

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

ARTICLE 17 - UNIFORMS

The EMPLOYER shall provide required uniform and equipment items. Refer to Appendix B for the Equipment List. Personal items destroyed or damaged in the line of duty will be repaired/replaced on a reasonable cost basis. The Employer will pay no more than \$150 to

repair/replace footwear.

ARTICLE 18 - NON-DISCRIMINATION

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

ARTICLE 19 - PART-TIME EMPLOYEE BENEFITS

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

ARTICLE 20 - VACATION

20.1 Full-time employees shall earn vacation at the following rates:

Years of Service	Hours per Year
0 to 5 years	80 hours
5 to 10 years	120 hours
10 to 15 years	144 hours
15 to 20 years	160 hours
20+ years	200 hours

20.2 An employee terminating employment prior to six months of service shall not receive vacation pay on termination. An employee terminating service after six months of service shall receive accumulated vacation pay provided the employee was not terminated for cause and the employee resigned or retired in good standing.

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

ARTICLE 21 – SICK LEAVE

21.1 Full-time employees hired prior to January 1, 2002 shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation, full-time employees shall earn four (4) hours of sick leave for each month on paid status. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use

deducted from their 960 hour bank of leave.

Full-time employees hired after January 1, 2002 shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation, full-time employees shall earn four (4) hours of sick leave for each month on paid status up to an additional 240 hours for a combined maximum of 1200 hours. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use deducted from their 960 hour bank of leave

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

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

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

- 21.4 Employees may use sick leave when disabled and unable to perform the duties of their position and as required by law. Employees injured in the line of duty and eligible for workers' compensation benefits shall receive sick leave benefits to the extent of their

accrued sick leave to supplement their workers' compensation benefits to equal their normal compensation. The employee's sick leave bank will be charged for the amount of the supplemental payments.

- 21.5 On termination, except for just cause, employees or their estate shall receive payment for unused sick leave as follows:
- a. after five years of service 20% of unused sick leave
 - b. after ten years of service 30% of unused sick leave
 - c. after fifteen years of service 40% of unused sick leave
 - d. after twenty years of service 50% of unused sick leave

ARTICLE 22 - SEVERANCE PAY

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

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

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

ARTICLE 23- HOLIDAYS

- 23.1 The following eleven (11) days are paid holidays:

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

Employees will be granted two (8) hour floating holidays on a pro-rata basis during a

calendar year to be scheduled with permission of the employees designated supervisor and may not be carried over from one year to the next.

23.2 If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of pay or eight (8) hours of time off scheduled duty with the approval of the employee's designated supervisor at the employee's regular hourly rate of pay. If the holiday hours are not used within the calendar year in which they were accrued, the hours shall be paid out in the first payroll check in December of that calendar year. When an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1-1/2) times the regular rate, plus-eight (8) hours regular rate holiday pay.

23.3 Employees on an unpaid leave of absence on the holiday will not receive holiday pay specified in this Article.

ARTICLE 24 – JURY DUTY

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

ARTICLE 25 – LEAVES OF ABSENCE

Employees will be provided leaves of absence with and/or without pay as required by law, including, but not limited to: Family and Medical Leave Act, Parental Leave Act, and Women's Economic Security Act. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.

ARTICLE 26 – FUNERAL/BEREAVEMENT LEAVE

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

ARTICLE 27 – POST LICENSE FEE

The Employer shall pay up to ninety dollars (\$90.00) for the police officers POST license fee every three years.

ARTICLE 28 – WAIVER

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

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

ARTICLE 29 – DURATION

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

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

FOR THE CITY OF MARSHALL

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

Robert J. Byrnes, Mayor

Business Agent

Kyle Box, City Clerk

Union Steward

Date

Union Steward

Date

APPENDIX A

CITY OF MARSHALL HOURLY WAGE SCHEDULE

- Implementation of the new A-J pay structure in accordance with the following:
 - Placement of employees effective 12/31/21 onto the step closest to the base pay rate, as of 12/31/2021, that would result in an increase in pay.
 - Placement of employees being compensated below the minimum pay range to Step A effective 01/01/2022.
- Step movement on employee anniversary date with a satisfactory performance evaluation.
- Employees shall not exceed the salary range maximum.

12/31/2021 New Pay Structure

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	30.36	31.36	32.36	33.36	34.37	35.37	36.62	37.87	39.12	40.38
Detective	31.88	32.93	33.98	35.03	36.08	37.14	38.45	39.77	41.08	42.40
Corporal	31.88	32.93	33.98	35.03	36.08	37.14	38.45	39.77	41.08	42.40

2022 2% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	30.97	31.99	33.01	34.03	35.06	36.08	37.35	38.63	39.90	41.19
Detective	32.52	33.59	34.66	35.73	36.80	37.88	39.22	40.57	41.90	43.25
Corporal	32.52	33.59	34.66	35.73	36.80	37.88	39.22	40.57	41.90	43.25

2023 3% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	31.90	32.95	34.00	35.05	36.11	37.16	38.47	39.79	41.10	42.43
Detective	33.50	34.60	35.70	36.80	37.90	39.02	40.40	41.79	43.16	44.55
Corporal	33.50	34.60	35.70	36.80	37.90	39.02	40.40	41.79	43.16	44.55

2024 3% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	32.86	33.94	35.02	36.10	37.19	38.27	39.62	40.98	42.33	43.70
Detective	34.51	35.64	36.77	37.90	39.04	40.19	41.61	43.04	44.45	45.89
Corporal	34.51	35.64	36.77	37.90	39.04	40.19	41.61	43.04	44.45	45.89

APPENDIX B

Equipment List for Full-Time Patrol Officer

Uniform Hat1	Duty Holster 1 <small>Up to \$50, additional borne by officer.</small>
Hat Rain Cover1	Citation Book Holder 1
Winter - Fur Hat1	Policy Book 1
Summer Uniform Shirts3	Business Card 1
Winter Uniform Shirts3	Tie 1
Uniform Pants3	Cartridge Magazine Pouches 1
All Season Jacket1	Duty Ammo 1
Badge - Hat1	Glove Pouch 1
Badge - Uniform2	Portable Radio, Charger, Accessories 1
Pair Collar Brass - Small1	Pair White Gloves 1
Pair Collar Brass - Large1	Mace 1
Individual Name Tag2	Mace Holder 1
"Serving Since" Service Bar1	Key Holder 1
Key Set – Office, Evidence Locker1	Flash Light Holder 1
Body Armor/Carrier1	Stinger Light with Charger w/holder 1
Duty Belt1	Duty Holster (new hires only) 1
Belt Keepers4	Weapon (new hires only) 1
Handcuffs w/2 Keys1	Rain Jacket 1
Handcuff Case1	Taser Holster 1
Blood Resistant Gloves1	Approved Footwear 1 <small>(Maximum City Cost of \$150.00)</small>

Additional Equipment List for Detectives

Blazer1	Pair of Coveralls 1
Belt Clip Badge Holder1	Dress Pants 3
	Dress Shirts 3

MEMORANDUM OF AGREEMENT

Between
The City of Marshall
and

Law Enforcement Labor Services, Inc., Local No. 190

This Memorandum of Agreement is entered into between the City of Marshall (hereinafter called the "CITY") and Law Enforcement Labor Services, Inc., Local No. 190 (hereinafter called the "UNION.")

WHEREAS, as part of the negotiations of the 2022, 2023 and 2024 collective bargaining agreement, the CITY and UNION reached an agreement regarding the accrual of compensatory time for a defined term through December 31, 2024.

NOW THEREFORE, it is mutually understood and agreed to by and between the CITY and UNION as follows:

1. Hours worked in excess of the Employee's scheduled work shift for forced overtime shifts, court appearances, or attendance at in-house or external training, schools, seminars, meetings, travel time to/from meetings or training locations may be entered as compensatory time at time and on-half (1-1/2) credit. Compensatory time will be calculated to the nearest quarter (1/4) hour.
2. "Forced overtime shifts" means and refers to situations when an Employee(s) is/are forced to work overtime and do not have a choice whether to work the overtime or not. This does not apply to shift extensions.
3. This Agreement shall be effective as of the date of ratification and shall remain in full force and effect until December 31, 2024.
4. This Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

City of Marshall

Law Enforcement Labor Services, Inc., Local No. 190

Mayor

Business Agent

City Clerk

Union Steward

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING (MOU)
Between
The City of Marshall
and
Law Enforcement Labor Services, Inc., Local No. 190

This is an agreement between the City of Marshall hereinafter called the "CITY" and Law Enforcement Labor Services, Inc., Local No. 190 hereinafter called the "UNION."

I. PURPOSE & SCOPE

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

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

The UNION and the CITY ratified an Agreement on April 12, 2022 providing wage schedules effective on the following dates: January 1, 2022 – December 31, 2022 and January 1, 2023 – December 31, 2023, and January 1, 2024 – December 31, 2024.

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

January 1, 2022 – December 31, 2022 schedule to be implemented on December 20, 2021.
January 1, 2023 – December 31, 2023 schedule to be implemented on December 19, 2022.
January 1, 2024 – December 31, 2024 schedule to be implemented on January 1, 2024.

III. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective as of April 12, 2022 and shall remain in full force and effect until December 31, 2024. In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

City of Marshall

Law Enforcement Labor Services, Inc., Local No.
190

Mayor

Business Agent

City Clerk

Union Steward

Date: _____

Date: _____

Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission, Planning Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p>DeCramer – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission, Public Housing Commission</p> <p>Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p>Lozinski – Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



MARSHALL

CULTIVATING THE BEST IN US

MEMORANDUM

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

FROM: Sharon Hanson, City Administrator

DATE: April 12, 2022

SUBJECT: Administrative Brief

CITY ATTORNEY

- Criminal prosecution numbers for March are as follows:

March:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2022	2021 Comparison
Prosecution		1	4		6	5	2	18	26
Dismissed									
Non-Prosecution	3					1		4	4
Refer to County									

ADMINISTRATION

- The aquatic center sales tax provision has made into the House Tax language and now we await Senate action. Likely, the Senate Tax Committee will hear our legislative request near the end of April. The Aquatic Center Committee has met twice, and a future meeting is planned for next week—general updates on legislation and siting locations have been the discussion, but we also want to talk about forming a citizen support group in anticipation of the referendum being held in November. We have to date not formally solidified the site location as we are awaiting response.
- The last several weeks I have been coordinating and presenting City information to the SMSU Gold College which is a 2-hour class from March 16 through April 20th.
- We have had our first union negotiation with LELS and AFSCME unions. We have reached a tentative agreement with LELS—hope to bring this to the April 12 Council meeting for approval. We will have our labor attorney provide assistance during this agenda item.
- Began to work on city attorney RFP, reviewed recreation and facility studies.
- Met with Loren Stomberg regarding library past and future discussions.

- Attended rental code informational meetings, will likely schedule a Legislative Ordinance Committee meeting for next steps in the process.
- Met with Public Safety Director, Fire Chief regarding fire service contracts, there is a possibility that Fairview Township will contract some of their sections with Ghent Fire Dept. This means an \$8,000 loss, but most importantly it debases the current SW Mutual Aid agreement which stipulates when we provide mutual aid (which we will undoubtedly still be asked to do for these same sections). Future discussion with Council will occur once we know more on options for continued collaboration.
- Had various meetings with staff to discuss current and future projects as well as general updates: Block 11, Plaza, 3rd Street, Aquatic Center.

Economic Development Authority

- **Shopko – Woodcrest**
 - Staff continues to work with Woodcrest Capital on filling the former Shopko building. To date, Woodcrest has two confirmed tenants and is finalizing terms with a third. Construction is expected to begin in the coming months to accommodate future tenants.
- **Façade Improvement**
 - As of April 1st we have received 13 applications, 11 of which have been approved by the EDA board for a total of \$71,524.18 in awarded grants. The projects submitted in the 11 approved grant awards equate to \$311,353.99 in total improvements including signage, lighting, windows, siding and a new awning.
- **Block 11**
 - Staff is preparing final documentation for the TIF request submitted by CBC Fischer Group. Public hearing and review will be done at April 12th.
- **Parkway**
 - Staff received an offer for 414 Berlin and on 503 Brussels. Offer will be brought to EDA Board at April meeting.

Human Resources

- **Staffing:** staff are reviewing applications and/or interviewing candidates for the following positions: Building Custodian, Office Assistant/Receptionist-CS, and Maintenance Technician (Arena). The testing process for the Sergeant position has been completed, the position was offered to and accepted by Corporal Ben Rieke; this promotion will be effective 04/22/2022. Staff has initiated the hiring process to fill the Corporal position. Hiring for a variety of temporary and seasonal employees continues year-round.
- **Safety:** our former MMUA safety consultant (Jordan St. Clair) resigned from MMUA to pursue another career opportunity in January. MMUA has now hired Rustin (Rusty) Kaderabek to fill the position. Rusty will complete an orientation, traveling and shadowing other safety consultants on the MMUA safety team, and once that is completed, he will begin working with the SW Region cities. The City's safety training requirements are currently being met by providing links to videos that Jordan had prepared for his communities. The Safety Committee continues to meet monthly.
- **Union negotiations for AFSCME and LELS-190 (Patrol)** began on March 29th. A tentative agreement was reached with LELS-190. If the union ratifies the agreement, Staff will review the tentative agreement with the Council. A future meeting to continue negotiations with AFSCME will be scheduled.

Clerk

- The DEI Commission held its monthly meeting and heard a presentation from the State of Minnesota Demographer's Office on diverse populations.
- Working with the City Administrator, Director of Public Safety and Fire Chief on Township Fire Contracts
- Staff met with the Mayor and representatives from the US Census Bureau on Marshall's undercounted populations located in Ward 1. Staff will work with representatives from the Census Bureau on options for the City of Marshall to pursue two different programs to amend our population numbers.

Finance

- 2021 Audit – Auditors from BerganKDV will be at City Hall the week of April 25th for audit testing.
- 2022 Bonding – The sale of bonds (for 2022A & B issuances) is scheduled for April 26th. Staff will participate in a bond rating call on Friday (April 15th). Please reach out to E.J. if you have interest in the Preliminary Official Statement or have any questions about the issuances.

Assessing

-

Liquor Store

- March Financials: Sales \$500,640.16 (2%), Customer Count 15,277(2.47%), Ticket Average \$32.77 (+.67%). A pretty good month overall. Sales and customer count were down slightly. Ticket average was up slightly. We are seeing a 'leveling off' of sales post-pandemic.
- Floor project with dying and sealing is completed. It looks good!
- Commemorative 150th Anniversary box sets of sweet red/white wine and Jack Daniels single barrel bourbon are now available! 150th logo glassware and other accessories are also available for purchase.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 250 open permits.
- The third Unique apartment building and Border State Electric building are the largest projects under construction. Ralco and Avera projects have started.
- New permit software development implementation will begin this month.
- Sign Ordinance is under review.

PUBLIC WORKS DIVISION

Engineering

- Project Z83: James/Camden – Reviewing Final Change Order and Pay Request
- Project Z87: Diversion Channel Slope Repairs and Sheet Pile Removal – R&G intends to complete this work in Spring 2022. Contract end date is October 14, 2022.
- Project Z88: 2021 State Aid Overlay – Replacement of pedestrian ramps on N. 4th Street adjacent to Walnut and Elm Streets is planned to be completed in Spring 2022.

- Project PK-001: Independence Park Trail Replacement Project – A&C has completed trail replacement in the east portion of the park nearby the baseball fields and basketball court. Remaining trail will be replaced in Spring/Summer 2022. Contract end date is July 29, 2022.
- Project ST-003: South 1st, Greely, and Williams Street reconstruction – Staff will send out Notice to Proceed. Contractor plans to do some minor work (tree removal, utility relocation) early, with the major work to begin at the end of June.
- Project ST-004: Halbur Road reconstruction – Staff is reviewing material submittals and the notice to proceed will be sent out at a later date no start date has been set.
- Project ST-005: Rose and Addison Parking Lot Reconstruction – Project plans are currently being developed.
- Project ST-006: SRTS School Pedestrian Crossing Improvements – Staff is coordinating final requirements from MnDOT to receive authorization to bid. Staff intends to advertise the project as soon as clearance is received from MnDOT.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Sidewalk/Bus Shelter easements are currently being reviewed by Dennis Simpson. Once reviewed, they will be sent out to property owners for signatures. Staff will recommend advertisement once easements are signed.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction – Staff will be receiving proposals from consulting firms for the RFP regarding the ICE Study and Streetscaping scoping and design. Staff, PI/T Committee and Brad Gruhot will be reviewing and rating proposals. Ratings will be brought to PI/T Committee to determine a recommendation of award to the Council.
- Project ST-023: W. Lyon St. (College to 1st) Reconstruction – Project plans are being finished up. Staff has coordinated with the Block 11 developers to determine driveway and utility needs of that side of the street. Staff intends to call for a Public Hearing, according to the assessment process, in March. Staff is recommending that the project continue to plan for construction in 2022, in coordination with the Block 11 development.
- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) – Staff is working with Bolton & Menk to develop project plans for construction in 2022. Project plans are roughly at the 95% stage currently.
- Project SWM-007: Independence Park Pond Forebay Expansion – Towne & Country Excavating is anticipating working on this project during the early 2022 construction season. Contract end date is July 29, 2022.

Building Maintenance

-

Street Department

-

Airport/Public Ways Maintenance

-

Wastewater

- Working on lift station and vehicle maintenance and cleaning.
- Staff has completed 297 preventative maintenance work orders in the last 30 days.
- Working on contacting businesses to follow up on water softener settings.
- Working on our NPDES permit reissuance.

- Bio-solids mixing pump smart starter has been installed.
- Starting on spring clarifier maintenance inspections.
- Ultraviolet system has been serviced and is up and running for the summer disinfection season.
- Working on dragline injector toolbar transport trailer.
- Working on locking out sump pump discharges for residents who are in our sump pump permit program.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to sixteen (16) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (6)
 - Fire; Structure (7)
 - Medical Assist (0)
 - Vehicle Accident (3)
 - Other (0)
- Fourteen selected members of the Marshall Fire Department have started training for the MFD Technical Rescue Team. Once the initial training class is completed, members will be required to complete 20 hours of confined space training this fall and an additional 40 hours of advanced rope rescue in the spring of 2023. Once all training requirements are completed, continued monthly training will be required.

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 812 calls for the month of March. Eighty-five (85) criminal offenses were reported with a total number of twenty-nine (29) adults arrested.

OFFICER'S REPORT

- Alarms (24)
- Accidents (29)
- Alcohol involved incidents (4)
- Assaults (1)
- Domestic Assaults (7)
- Burglaries (3)
- Criminal Sexual Conduct (7)
- Damage to Property (9)
- Keys Locked in Vehicles (29)
- Loud Party (6)/ Public Disturbances (12)
- Thefts (19)
- Traffic Related Complaints (200)
- Vandalism (0)
- Warrant Pickups (15)
- Welfare Checks/Mental Health (43)

Five DWI arrests were made during March. One incident resulted in the suspect testing 4 times over the legal limit to operate a vehicle. A theft case involved \$10,000 dollars being removed from a local bank account.

The Police Advisory Board has continued with the promotional process started after Captain Wenker's announcement to retire on April 22nd, 2022. Sergeant Ryan Hoffmann has accepted the promotion to Captain. Corporal Ben Rieke has accepted the promotion to the Patrol Sergeant. Both will begin those duties on April 22nd. This creates an open Corporal position. The process to fill this supervisor position will again include the participation and oversight of the Police Advisory Board. The goal is to have all supervisory positions filled as close to April 22nd as possible.

Officer Peter Vue will begin phase 3 of the Field Training Program with the goal of completing his training and ready for "solo" patrol in May.

DETECTIVE REPORT

- The death of a 2-month-old child is under investigation. There is no foul play suspected.
- Eight separate cases of criminal sexual conduct were investigated during the month of March. Four of those cases remain under investigation.
- A case of financial transaction card fraud and welfare fraud involving a 61-year-old Marshall woman was investigated and forwarded to the Marshall City Attorney's Office for charges.
- A predatory offender registration violation case was investigated and forwarded to the Lyon County Attorney's Office for consideration of charges.
- Three separate financial exploitation of a vulnerable adult cases are under investigation.
- Two cases of financial transaction card fraud are under investigation.
- Two burglaries and ten theft cases are under investigation.
- Twenty-nine child protection reports and three reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.
- Detective Kaylynn Sandgren did a presentation for the Marshall Leadership Academy on March 3rd.
- Sgt. Jason Buysse did a presentation for the SMSU Gold College on March 30th.

MERIT CENTER

- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing. There were 19 exams completed on the track in March.
- In March, MN West conducted an industrial safety course, two first aid courses, a blueprint course for welding and CDL training at the MERIT Center.
- On March 3rd MERIT hosted the Leadership Academy group from Visit Marshall. Jasmine & Quentin presented to the group about the MERIT Center and the fire department. The group received a tour and demonstrations of the law enforcement simulators. 31 people attended this event.
- MERIT hosted Brilliant in the Basics Leadership training for 36 professionals in the fire service on Mar 5-6. With help from a grant from the MBFTE we were able to bring in nationally known instructors from Texas for this training.
- The Renville County Sheriff's Office utilized the Use of Force simulator on Mar 9th and Mar 16th to conduct firearms certification.
- R&G conducted their annual safety meeting/training on Mar 11th with 67 people in attendance.
- D&G conducted their annual safety meeting/training on Mar 14th with 73 people in attendance.

- On Mar 23 the Regional Communications Board held their meeting at the MERIT Center.
- Marshall Fire utilized the Rescue Tower on Mar 26th for Technical Rescue Training.
- On Mar 30th SMSU Gold College held their class at the MERIT Center. Various positions in Public Safety gave presentations and they were given a tour and law enforcement simulator demonstrations.
- The MERIT Center was utilized 30 out of 31 days in March with 361 participants attending these events/trainings.



BUILDING PERMIT LIST
April 12, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
MINNESOTA CORN PROCESSORS	400 ERIE RD W	NEW BUILDING	3,500,000.00
GARCIA VELASCO, MARIA DOLORES	206 SARATOGA ST E	ACCESSORY BUILDING	5,000.00
THE LITTLE TENT, LLC	600 SHERMAN AVE	INTERIOR REMODEL	45,000.00
AMERICAN WATERWORKS	1000 4TH ST N	INTERIOR REMODEL	5,700.00
STAEFFLER, JUSTIN & LACEY	1300 ELLIS AVE	INTERIOR REMODEL	10,000.00
JAMES LOZINSKI CONSTRUCTION INC.	508 LYND ST	RE-SIDING	5,000.00
WALKER, MATTHEWA & LORETTA J	103 PARK AVE	RE-SIDING	12,000.00
DEVOS, JOEL J	117 RANCH AVE	OVERHEAD GARAGE DOOR	2,500.00
RICHARD LOUWAGIE CONSTRUCTION	403 3RD ST N	DOORS	700.00
PATRICK GLIMSDAL CONSTRUCTION LLC	1210 COLLEGE DR E	RE-ROOFING	18,000.00



PLUMBING PERMIT LIST
April 12, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
E.T. HEATING & COOLING	610 ERIE RD W	INTERIOR REMODEL	0.00
STAEFFLER, JUSTIN & LACEY	1300 ELLIS AVE	INTERIOR REMODEL	0.00
BISBEE PLUMBING & HEATING	1104 COLLEGE DR E	INTERIOR REMODEL	0.00
BISBEE PLUMBING & HEATING	300 BRUCE ST S	INTERIOR REMODEL	0.00



SIGN PERMIT LIST
April 12, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Jill Schroeffer	212 MAIN ST W	N/A	100.00

2022 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 11, 2022
2. January 25, 2022

February

1. February 08, 2022
2. February 22, 2022

March

1. March 08, 2022
2. March 22, 2022

April

1. April 12, 2022
2. April 26, 2022

May

1. May 10, 2022
2. May 24, 2022

June

1. June 14, 2022
2. June 28, 2022

July

1. July 12, 2022
2. July 26, 2022

August

1. August 08, 2022 *(Monday)*
2. August 23, 2022

September

1. September 13, 2022
2. September 27, 2022

October

1. October 11, 2022
2. October 25, 2022

November

1. November 07, 2022 *(Monday)*
2. November 22, 2022

December

1. December 13, 2022
2. December 27, 2022

2022 Uniform Election Dates

- February 08, 2022
- April 12, 2022
- May 10, 2022
- August 09, 2022
- November 08, 2022

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



Upcoming Meetings

April

- 04/12 Board Interviews
 - Marshall Municipal Utilities Commission, 4:30 PM, City Hall
 - Adult Community Center Commission, 4:45 PM, City Hall
 - Convention and Visitors Bureau, 5:00 PM, City Hall
 - 04/12 Regular Meeting, 5:30 PM, City Hall
 - 04/12 Housing and Redevelopment Authority, at or after 7:00 PM, City Hall
 - 04/25 Local Board of Appeal and Equalization, 5:30 PM, City Hall
 - 04/26 Regular Meeting, 5:30 PM, City Hall
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May

- 05/10 Local Board of Appeal and Equalization Reconvene, 5:00 PM, City Hall
 - 05/10 Regular Meeting, 5:30 PM, City Hall
 - 05/24 Regular Meeting, 5:30 PM, City Hall
-

June

- 06/14 Regular Meeting, 5:30 PM, City Hall
- 06/28 Regular Meeting, 5:30 PM, City Hall