



CITY OF MARSHALL
City Council Meeting
Agenda

Tuesday, April 23, 2024 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Regular Meeting Held on April 9th and the Local Board of Appeals and Equalization on April 15th

AWARD OF BIDS

2. Project ST-010: Lyon Circle Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract)
3. Project PK-015: Independence Park Parking Lot & Entrance Road Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract)

CONSENT AGENDA

4. Consider Approval for a LG220 Raffle Permit for the Pride in the Tiger Foundation
5. Consider Approval of the 2024-2025 Township Fire Services Agreement
6. Consider Approval for a Temporary Liquor License for the Knights of Columbus
7. Preliminary Plat of Kwik Trip 1273 – Introduction of Preliminary Plat
8. Project AP-008: Instrument Landing System (ILS) Replacement-Runway 12 - Consider Resolution Authorizing Execution of MnDot Grant Agreement No. 1056813 / S.P. A4201-110
9. Request for Private Use of Public Parking Lot from Adult Community Center for August 20-21, 2024
10. Introduction of Ordinance - Repealing Section 86-51 Bed and Breakfast
11. Introduction of Ordinance - Amending Section 86-97 One Family Residence District
12. Introduction of Ordinance - Amending Section 86-107 General Industrial District
13. Introduction of Ordinance - Amendment to Section 86-162 Yard Modification
14. Introduction of Ordinance - Amending Section 66-55 Procedures and Section 66-53 Required
15. Consider Approval for a Temporary Sunday Liquor License for Mariachi Fiesta for Cinco de Mayo
16. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

17. Consider the Request of Karen Owen for a Conditional Use Permit for a Duplex in an R-1 District
18. Adopt Neighborhood Park Maintenance Statements for Elaine Park and Michael Park
19. Consider Engagement Letter/Contract for Municipal Advisory Services from BakerTilly
20. Project PK-011 / (SAP 139-090-006): C Street/Southview Drive Trail Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Active Transportation Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Active Transportation Project

COUNCIL REPORTS

21. Commission/Board Liaison Reports
22. Councilmember Individual Items

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.

STAFF REPORTS

- 23. City Administrator
- 24. Director of Public Works/City Engineer
- 25. City Attorney

INFORMATION ONLY

- [26.](#) Cash and Investments
- [27.](#) Planning Commission Minutes
- [28.](#) Building Permits

MEETINGS

- [29.](#) Upcoming Meetings

ADJOURN

Councilmember Schafer will be attending the meeting virtually from a public location at 2668 Peachtree Rd, Statesville, North Carolina 28625.

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



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 23, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting Held on April 9th
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meeting held on April 9th 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, April 09, 2024**

The regular meeting of the Common Council of the City of Marshall was held April 9, 2024, 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 (via Zoom), James Lozinski, See Moua-Leske and John Alcorn. Absent: Amanda Schroeder and Steve Meister. Staff present included: Sheila Dubs, Human Resource Manager; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Dean Coudron, Public Ways Supervisor; Preston Stensrud, Park and Rec Supervisor; and Steven Anderson, City Clerk.

Councilmember Schafer attended via Zoom from Statesville, North Carolina in the lobby of AM Racing located at 2668 Peachtree Road.

Consider Approval of the Minutes from the Regular Meeting and Work Session Held on March 26th

There were no amendments to the minutes from the meetings held on March 26th.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to approve the minutes. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Dump Truck for Street Department – Consider Award of Bid and Declare Existing Dump Truck as Surplus

Two bids were received on April 1, 2024, from Truck Center Companies of Marshall. Staff recommended purchasing the 2025 Freightliner 114SD-Detroit because the estimated timeline to receive the Detroit was more favorable compared to the Cummins. Staff also believed that a better trade-in could be received by listing the old truck on a public surplus site. The capital improvement plan included \$239,000 for the purchase of the dump truck. Mayor Byrnes commented about only receiving bids from one company. Dean Coudron responded that the other dealers that sell the International brand of trucks were having supply issues and wouldn't commit to a price that might significantly rise in the coming months. Councilmember Lozinski asked about the tax-exempt status of the city and why sales tax was included in the bids. Moberg explained that the dump box itself was tax exempt, but the chassis would still be taxable for the city. Staff would verify if everything could be exempt but had shown the full amount to be cautious.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to authorize staff to purchase a 2025 Freightliner 114SD-Detroit from Truck Center Companies of Marshall in the amount of \$268,979.60. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to adopt Resolution 24-042 to declare a 2004 Sterling Dump Truck as surplus and to list for auction. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Approval of the Consent Agenda

There were no requests to remove an item for additional discussion.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to approve the items on the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

- Consider Approval for a Temporary Liquor License for the Lyon County Ag Society
- Consider Approval for an Outdoor Public Fireworks Display for the Fourth of July Celebration

- Consider the Request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 18, 2024)
- Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1056678 (S.P. A4201-109) for Airport Skidloader Purchase
- Project AP-003: Airport Snow Removal Equipment (SRE) Building - Acknowledgment of Acceptance of FAA Grant Agreement MML-GLG-3-27-0056-020-2024 for Funding of Airport Development
- Consider Approval of the Bills/Project Payments

Authorization of Roof Replacements at Independence and Freedom Park

Two roof replacement projects were included in the 2024 budget for the parks department. Quotes were received from three local contractors with the lowest quote for the Freedom Park shelter from James Lozinski Construction at \$4,240.00 and for the Independence Park storage building also from James Lozinski Construction at \$2,385.00. Attorney Whitmore explained that pursuant to Minnesota statutes, the governing body of any city may contract for goods or services that do not exceed the competitive bidding threshold with a council member if the council member discloses the conflict and it is approved by a unanimous vote. These replacement projects fell under the bid threshold and Councilmember Lozinski had signed an affidavit disclosing the conflict that had been filed with the City Clerk.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to authorize staff to work with James Lozinski construction and adopt Resolution 24-039 acknowledging a contract with a city official. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske. Voting Abstaining: Councilmember Lozinski. The motion **Carried. 4-0-1.**

Amendments to Ordinance Ch. 22 Article IV Mobile Food Units and Carts

Under the current ordinance, any mobile food vendor operating within city limits was not required to have a license or register with the city if they did not operate for more than 21 days in a calendar year. Tracking and validation of operating days for mobile food vendors became difficult. Staff recommended that all food vendors register and the number of days for a temporary license be reduced from 21 days to 7 days before a full city license was needed. Staff also recommended that food trucks should not be allowed within the public right-of-way where parking is permitted to address safety and parking concerns. Food trucks would be limited to private parking lots and based on observation many food trucks already operated on private parking lots. Specific language was added for special events to allow food trucks without needing to register to encourage a variety of vendors. Plans Examiner, Ilya Gutman, also found that ice cream trucks were prohibited because of sound and parking ordinances. Amendments were made to address ice cream trucks, although seen very infrequently as pointed out by Councilmember Lozinski. Mayor Byrnes noted that the ordinance was originally created when food trucks were new, and these amendments were the natural course to meet the needs of the city. Councilmember Alcorn asked if food trucks would need to pay sales tax. Clerk Anderson verified that food trucks should be collecting and remitting sales tax to the Minnesota Department of Revenue, who would then give the city their portion of the tax.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Lozinski to adopt Ordinance 24-005 amending Chapter 22 Article IV Mobile Food Units and Carts. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2024A and Resolution Awarding the Sale of General Obligation Grant Anticipation Notes, Series 2024B

Five bids were received for the sale of GO Bonds, Series 2024A, with the low bid coming from Stifel, Nicolaus & Company, Incorporated. The interest cost was 3.0686% and because of the premium bid the par amount was reduced to \$3,580,000. The 2024A series of bonds would be used to finance street reconstruction projects, the Instrument Landing System and the snow removal equipment building at the airport, improvements at Independence Park and Legion Field, and improvements to Lyon Circle. Two bids were received for the sale of the GO Grant Anticipation Notes with the low bid coming from Oppenheimer & Company, Incorporated. The interest cost was 4.138% and because of the premium bid the par amount was reduced to \$2,415,000. The 2024B series of bonds would be used to finance

improvements at the airport until federal funds were received. Moberg updated the council on the bond rating of the city from Standard and Poor's. S&P provided comment that the city had adequate economy, strong management, strong budgetary performance, very strong budgetary flexibility and had high levels of debt with rapid debt amortization. With those reasons the City of Marshall was able to maintain its AA rating.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to adopt Resolution 24-040 awarding the sale of GO Bonds, Series 2024A. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Motion made by Councilmember Alcorn, Seconded by Councilmember Moua-Leske to adopt Resolution 24-041 awarding the sale of GO Grant Anticipation Notes, Series 2024B. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Project SWM-003: Legion Field Stormwater Improvements Project-Phase III – Consider Authorization to Submit MPCA Stormwater Resiliency Grant Application

The MPCA was soliciting project proposals to distribute \$35M to communities for projects to prepare local stormwater infrastructure for the impacts of climate change. The intent of the funding was specifically identified to address water quantity and prevent localized flooding. City staff had identified the Legion Field Stormwater Improvements—Phase III project as an ideal candidate project for the funding. Phase III was the final project that was identified in the 2019 Legion Field Stormwater Study. Phase III would help remedy stormwater flooding in the areas of Kendall Street, Peltier Street, Glenn Street, and Simmons Street, as well as property east and north of the Nexus Apartments on Legion Field Road. The project included a clearing and grading of approximately 1,100 FT of BNSF railroad ditch that conveyed city stormwater from Legion Field Road to the north and east, a new stormwater pipe crossing at the BNSF railroad near Turkey Valey Farms, and new large diameter stormwater pipe to convey water to a new stormwater pond to be constructed on city-owned land north of the Nexus Apartments. The Phase III project was currently identified for 2025 in the capital improvement plan. The project had been deferred for numerous years due to funding. Per the MPCA, extreme storms have pushed aging and undersized stormwater systems in communities across the state to the breaking point. Over the last 20 years, Minnesota had experienced 10 “mega-rain” events, where at least six inches of rain fell over an area of at least 1,000 square miles. MPCA Stormwater Resiliency grant applications were due by April 11, 2024, so time was of the essence for submittal.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to authorize staff to submit for the MPCA Stormwater Resiliency Grant funding for Project SWM-003. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

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

Mayor Byrnes, Councilmember Alcorn, and School Board Member Sara Runchey held interviews for open positions on the Community Services Advisory Board. Most boards and commission applicants interview with the regular council, but the Community Services Advisory Board was special in how interviews were conducted. Mayor Brynes requested that Annie Deutz and Kassi Tietz be appointed to the Community Services Advisory Board with terms expiring on February 28, 2027.

Motion made by Councilmember Alcorn, Seconded by Councilmember Lozinski to confirm the appointment of Annie Deutz and Kassi Tietz to the Community Services Advisory Board with terms expiring February 28, 2027. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Commission/Board Liaison Reports

Byrnes	No report.
Schafer	No report.
Meister	Absent.
Schroeder	Absent.
Alcorn	No report.
Moua-Leske	DEI met with a strategic planner and reviewed the Intercultural Development Inventory assessment taken by the committee. The Library Board reviewed their 2023 annual report.
Lozinski	No report.

Councilmember Individual Items

Councilmember Lozinski commented on variable rate charging and it not being offered by MMU. Mayor Byrnes indicated that MMU had something in the works, but it was not quite ready to roll out.

Councilmember Moua-Leske was able to do a ride along with Officer Roth and expressed her thanks to the Marshall Police Department.

Mayor Byrnes relayed that North Memorial Ambulance has withdrawn their application to be a part-time advanced life support service.

City Administrator

Absent.

Director of Public Works/City Engineer

Airport Commission did not have any action items but did discuss the SRE building, skid loader grant, ILS grant, and the FAA grant agreement. The Redwood River One Watershed Plan met for the first time and would have a public open house in Marshall on June 26. Lyon Circle and Independence Park parking lot bid openings would be happening soon.

Councilmember Lozinski asked about the Enterprise sign near the airport entrance. Director Anderson said he had not heard any communication from Enterprise on the topic and would reach out to them again.

City Attorney

No report.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 6:15 PM Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

MINUTES FOR THE APRIL 15, 2024 CITY OF MARSHALL LOCAL BOARD OF APPEAL AND EQUALIZATION
5:30 P.M. CITY OF MARSHALL COUNCIL CHAMBERS

Board Members Present: Robert Byrnes, Steve Meiser, John Alcon, Jim Lozinski, See Moua Leski

Board Members absent: Amanda Schroeder, Craig Schaefer

Others Present: Mark Buysse, Lyon County Assessor, EJ Moberg, Steven Anderson, Sharon Hanson

Staff Present: David Parsons, Charlie Vos, Caroline Runholt, Doris Huber.

No members of the public attended the meeting.

The meeting was called to order at 5:30 p.m. by Byrnes. Assessor Parsons introduced the staff present.

Byrnes stated a quorum was present and two trained members were present. The purpose of the meeting is to ensure the property values and classifications are set fairly. The Board has the authorization to change the value and/or classification if the questions or concerns are based on fact. If a member of the public enters the meeting, they will be allowed to ask questions and/or state their concerns. If a member of the public arrives, the Board will reconvene on April 23 to consider their concerns.

Lozinski questioned why the City did not do an open book meeting. Parsons indicated the open book meeting runs from April 1 to May 30. Per Buysse, a certain day is set for each town, but they can come anytime during that time frame. An open book meeting is because the Local Board did not have enough trained members, or they did not want to deal with the meeting. The County oversees the open book, and the local will lose their control for two years.

Byrnes indicated the next level of appeal is the County LBAE on June 18, 2024, at 6:30 p.m. An appointment must be made for the County Board. Before you can appeal to the county, you must appeal to your local jurisdiction. Parsons indicated there was one tax court appeal at the present time. The property is located at 500 4th Street South (the old West Side School). There is a verbal agreement to change the classification and value to the same as the recommendation for the 2024 assessment.

The first recommendation is for parcel 27-121008-0, John Scott Hiller Trust – 1115 Skyline Drive. The recommendation is to reduce the 2024 proposed estimated market value from \$354,400 to \$308,900. Assessor Parsons reviewed the value of the property and the rents for the apartments. He has determined that there is a 15% difference between the basement apartments and the upper apartments. He also reached out to a metro appraiser, who confirmed the 15% difference in rent, due to 2 units being basement apartments. Motion by Meister, seconded by Lozinski to reduce the value from \$354,400 to \$308,900. All voted in favor of the motion.

The next appeal was from Dennis & Lori Larson at 500 4th Street South. This is a 10 acre parcel of land which had been the West Side School. The current owner is the contractor who demolished the school. The original use for the land was mixed use, consisting of commercial and apartments, therefore the property was classified as commercial. The property owner's attorney contacted the City and stated it was more residential. The property is currently up for sale and listed at \$300,000. Based on the large size of the property, and being in a residential area, the city recommends the reduction of the value from \$370,500 to \$350,000. Currently there is tax court case for the taxes payable in 2024. A verbal agreement for the tax court appeal for the pay 2024 taxes has been reached offering the same value and classification. Motion by Lozinski, seconded by Alcorn to approve the city recommendation to change the value from \$370,500 to \$350,000, and to change the classification from commercial (233-0) to residential (200-0). All voted in favor of the motion except Meister, who voted no. Motion carried.

The last appeal was for 112 Donita Avenue – Douglas and James Logue. Mr. Logue called the Assessor's office and stated he had found his request for inspection tag from last year and wished to make an appointment. The property was reviewed. The recommendation is to reduce the value from \$197,700 to \$183,300. Motion by Meister, seconded by Lozinski to approve the motion.

Motion by Lozinski, seconded by Leske to adjourn the meeting at 6:00 p.m. All voted in favor of the motion.

Respectfully submitted,
Doris Huber, Assmt Tech

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project ST-010: Lyon Circle Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract)
Background Information:	<p>This project consists of: reconstruction of the street, curb and gutter, and utility replacement work. The sanitary sewer will be replaced, along with service lines, and the storm sewer piping and intakes will be replaced at the intersection of Lyon Circle and E. Lyon Street. Other items of work included in this project are pavement removal, aggregate base, concrete valley gutter, and bituminous surfacing.</p> <p>On April 16, 2024, bids were received for the above-referenced project. Six bids were received as shown on the attached Bid Tabulation and also the Resolution Accepting Bid. The low bid was from A&C Excavating, LLC of Marshall, Minnesota, in the amount of \$161,580.80. The engineer’s estimated range of cost was \$193,100 – \$227,200.</p>
Fiscal Impact:	<p>The above-referenced project, or a portion thereof, may be financed by the sale of bonds with repayment coming from assessments and Debt Service Fund Levy. It is required that action be authorized by City Council via Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.</p> <p>Attached is the “Resolution Accepting Bid” awarding the contract to A&C Excavating, LLC of Marshall, Minnesota, in the amount of \$161,580.80.</p> <p>The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$196,805.41.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. The financing and cost participation will be forthcoming and addressed at the time of the Resolution Declaring Cost to be Assessed.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 24-043 which is the Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project ST-010.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 24-044 which is the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with A&C Excavating, LLC of Marshall, Minnesota, in the amount of \$161,580.80 for Project ST-010.</p>

RESOLUTION NUMBER 24-043

**DECLARATION OF OFFICIAL INTENT
REGARDING THE REIMBURSEMENT OF EXPENDITURES
WITH THE PROCEEDS OF TAX-EXEMPT BONDS**

WHEREAS, under regulations adopted by the Secretary of the Treasury of the United States of America, the City of Marshall, Minnesota (the "City") is required to make a declaration of its official intent prior to making a capital expenditure, if it intends to be reimbursed for such capital expenditure at a future date from the proceeds of a tax-exempt bond; and

WHEREAS, the City intends to make capital expenditures with respect to the project described below and also intends to reimburse the fund or account described below from which the capital expenditure will be initially paid from the proceeds of an issue of tax-exempt bonds issued at a future date.

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

1. A general functional description of the project for which the expenditures to be reimbursed are paid is set forth below:

PROJECT ST-010: LYON CIRCLE RECONSTRUCTION PROJECT -- This project consists of: reconstruction of the street, curb and gutter, and utility replacement work. The sanitary sewer will be replaced, along with service lines, and the storm sewer piping and intakes will be replaced at the intersection of Lyon Circle and E. Lyon Street. Other items of work included in this project are pavement removal, aggregate base, concrete valley gutter, and bituminous surfacing.

The principal amount of debt expected to be issued for the project referred to above will not exceed \$275,010.00.

2. The fund or account from which the expenditures to be reimbursed are to be paid and the general functional purpose of the fund or account is set forth below:

Capital Projects Fund

3. The City reasonably expects to reimburse the expenditures referred to above with the proceeds of tax-exempt bonds.
4. This statement of the official intent of the City is a declaration of official intent under the regulations adopted by the Secretary of the Treasury of the United States of America.

Passed and adopted by the City Council this 23rd day of April 2024.

ATTEST:

City Clerk

Mayor

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

**RESOLUTION 24-044
RESOLUTION ACCEPTING BID (AWARD CONTRACT)**

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

PROJECT ST-010: LYON CIRCLE RECONSTRUCTION PROJECT -- This project consists of: reconstruction of the street, curb and gutter, and utility replacement work. The sanitary sewer will be replaced, along with service lines, and the storm sewer piping and intakes will be replaced at the intersection of Lyon Circle and E. Lyon Street. Other items of work included in this project are pavement removal, aggregate base, concrete valley gutter, and bituminous surfacing.

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

Bidder	Bid Amount
A&C Excavating, LLC Marshall, MN	\$161,580.80
Towne & Country Excavating LLC Garvin, MN	\$164,405.90
D&G Excavating, Inc. Marshall, MN	\$165,961.50
Action Company LLC Marshall, MN	\$189,453.60
R&G Construction Co. Marshall, MN	\$193,222.80
Duininck, Inc. Marshall, MN	\$206,429.30

AND WHEREAS, it appears that A&C Excavating, LLC of Marshall, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with A&C Excavating, LLC of Marshall, Minnesota, in the amount of \$161,580.80, in the name of the City of Marshall for the above referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 23rd day of April 2024.

ATTEST:

City Clerk

Mayor

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

BID TABULATION
PROJECT ST-010: LYON CIRCLE RECONSTRUCTION PROJECT
MARSHALL, MINNESOTA

BID OPENING INFORMATION: April 16, 2024 / 10:00 AM (Local Time)

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NAME OF BIDDER	BID AMOUNT	COMMENTS
A&C Excavating, LLC Marshall, MN	\$161,580.80	Apparent Low Bid
Action Company LLC Marshall, MN	\$189,453.60	
Central Specialties, Inc. Alexandria, MN		
D&G Excavating, Inc. Marshall, MN	\$165,961.50	
Duininck, Inc. Prinsburg, MN	\$206,429.30	
R&G Construction Co. Marshall, MN	\$193,222.80	
Reiner Contracting Inc. Hutchinson, MN		
Towne & Country Excavating LLC Garvin, MN	\$164,405.90	

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project PK-015: Independence Park Parking Lot & Entrance Road Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract)
Background Information:	<p>This project consists of the following: excavation, fabric, gravel, storm sewer, curb & gutter, concrete paving, and constructing the entrance road and parking lot east of the intersection of Nuese Lane & G Street.</p> <p>The Public Improvement/Transportation Committee (PI/T) met on 02/13/2024 and 03/04/2024 to discuss this project.</p> <p>On April 16, 2024, bids were received for the above-referenced project. Four bids were received as shown on the attached Bid Tabulation and also the Resolution Accepting Bid. The low bid was from Towne & Country Excavating LLC of Garvin, Minnesota, in the amount of \$197,216.00. The engineer’s estimate was approximately \$222,800.00.</p>
Fiscal Impact:	<p>The above-referenced project, or a portion thereof, may be financed by the sale of bonds with repayment coming from Debt Service Fund Levy. It is required that action be authorized by City Council via Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.</p> <p>Attached is the “Resolution Accepting Bid” awarding the contract to Towne & Country Excavating LLC of Garvin, Minnesota, in the amount of \$197,216.00.</p> <p>The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$240,209.09.</p> <p>The 2024 capital budget includes \$130,000 for paving this parking lot. Following discussion with the PI/T Committee in February and March, Community Services staff has reviewed and identified methods of deferring some Legion Field improvements into future years to accommodate paving the Independence Park Parking Lot in 2024 and including curb and gutter and concrete surfacing.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 24-045 which is the Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project PK-015.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 24-046 which is the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Towne & Country Excavating LLC of Garvin, Minnesota, in the amount of \$197,216.00 for Project PK-015.</p>

RESOLUTION NUMBER 24-045

**DECLARATION OF OFFICIAL INTENT
REGARDING THE REIMBURSEMENT OF EXPENDITURES
WITH THE PROCEEDS OF TAX-EXEMPT BONDS**

WHEREAS, under regulations adopted by the Secretary of the Treasury of the United States of America, the City of Marshall, Minnesota (the "City") is required to make a declaration of its official intent prior to making a capital expenditure, if it intends to be reimbursed for such capital expenditure at a future date from the proceeds of a tax-exempt bond; and

WHEREAS, the City intends to make capital expenditures with respect to the project described below and also intends to reimburse the fund or account described below from which the capital expenditure will be initially paid from the proceeds of an issue of tax-exempt bonds issued at a future date.

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

1. A general functional description of the project for which the expenditures to be reimbursed are paid is set forth below:

PROJECT PK-015: INDEPENDENCE PARKING LOT & ENTRANCE ROAD RECONSTRUCTION – This project consists of the following: excavation, fabric, gravel, storm sewer, curb & gutter, concrete paving, and constructing the entrance road and parking lot east of the intersection of Nuese Lane & G Street.

The principal amount of debt expected to be issued for the project referred to above will not exceed \$285,000.00.

2. The fund or account from which the expenditures to be reimbursed are to be paid and the general functional purpose of the fund or account is set forth below:

Capital Projects Fund

3. The City reasonably expects to reimburse the expenditures referred to above with the proceeds of tax-exempt bonds.
4. This statement of the official intent of the City is a declaration of official intent under the regulations adopted by the Secretary of the Treasury of the United States of America.

Passed and adopted by the City Council this 23rd day of April, 2024.

ATTEST:

City Clerk

Mayor

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

**RESOLUTION 24-046
RESOLUTION ACCEPTING BID (AWARD CONTRACT)**

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

PROJECT PK-015: INDEPENDENCE PARKING LOT & ENTRANCE ROAD RECONSTRUCTION – This project consists of the following: excavation, fabric, gravel, storm sewer, curb & gutter, concrete paving, and constructing the entrance road and parking lot east of the intersection of Nuese Lane & G Street.

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

Bidder	Bid Amount
Towne & Country Excavating LLC Garvin, MN	\$197,216.00
A&C Excavating, LLC Marshall, MN	\$199,624.10
D&G Excavating, Inc. Marshall, MN	\$203,567.25
Duininck, Inc. Marshall, MN	\$270,718.00

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

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Towne & Country Excavating LLC of Garvin, Minnesota, in the amount of \$197,216.00, in the name of the City of Marshall for the above referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 23rd day of April, 2024.

ATTEST:

City Clerk

Mayor

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

BID TABULATION

**PROJECT PK-015: INDEPENDENCE PARKING LOT & ENTRANCE ROAD RECONSTRUCTION
MARSHALL, MINNESOTA**

BID OPENING INFORMATION: April 16, 2024 / 2:00 PM (Local Time)

Page 1 of 1

NAME OF BIDDER	BID AMOUNT	COMMENTS
Action Company LLC Marshall, MN		
D&G Excavating, Inc. Marshall, MN	\$203,567.25	
Duininck, Inc. Prinsburg, MN	\$270,718.00	
R&G Construction Co. Marshall, MN		
Towne & Country Excavating LLC Garvin, MN	\$197,216.00	Apparent Low Bid
A&C Excavating, LLC Marshall, MN	\$199,624.10	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a LG220 Raffle Permit for the Pride in the Tiger Foundation
Background Information:	The Pride in the Tiger foundation will be hosting a raffle fundraiser on July 10 th at the Marshall Golf Course during their Annual Golf Classic located at 800 Country Club Drive. Gambling permits are issued by the State of MN but require local approval before submittal.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the LG220 Application for Exempt Permit.

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: Pride in the Tiger Foundation Previous Gambling Permit Number: X-94002

Minnesota Tax ID Number, if any: 41-1948007 Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 400 Tiger Drive

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

Name of Chief Executive Officer (CEO): Carl Johnson

CEO Daytime Phone: 507-537-6920 CEO Email: pitf@marshall.k12.mn.us
(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): Marshall Golf Club

Physical Address (do not use P.O. box): 800 Country Club Drive, Marshall, MN 56258

Check one:

City: Marshall, MN Zip: 56258 County: Lyon

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 10, 2023

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.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of the 2024-2025 Township Fire Services Agreement
Background Information:	<p>Township Fire Service Agreements are reviewed annually. The formula creates fees for fire protection based on operation costs, population, market value, and sections served while still implementing a phase in period to bring township fees to the desired level. This can create different section rates for each township but will better reflect the services being provided based off the above-mentioned factors.</p> <p>The Fire Services provided by the Marshall Fire Department include the deployment of firefighting personnel and equipment to extinguish a fire or perform any preventative measure to protect equipment, life or property in an area threatened by fire. The agreement also includes the deployment of firefighting personnel and equipment to provide rescue, extrication, and other services related to fire and rescue that may occasionally occur.</p> <p>Compensation by township:</p> <ul style="list-style-type: none"> • Clifton Township: \$24,822.14 • Fairview Township: \$23,622.40 • Lake Marshall Township: \$29,517.66 • Lynd Township: \$12,411.07 • Sodus Township: \$25,454.43 • Stanley Township: \$11,776.75
Fiscal Impact:	\$127,604.45
Alternative/ Variations:	None Recommended.
Recommendations:	To approve the 2024-2025 Township Fire Services Agreements.

FIRE SERVICES AGREEMENT

May 1, 2024 - April 30, 2025

THIS FIRE SERVICES AGREEMENT (“**Agreement**”) is made and entered into this 1st day of May 2024 by and between the City of Marshall (“**City**”), a Minnesota municipal corporation, and «Township» Township (“**Township**”), a Minnesota public corporation. City and Township may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

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

AGREEMENT

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

- 1. Services. Township agrees to purchase from City, and City agrees to provide Township, Fire Services within Township’s service territory as described or depicted in the attached Exhibit A (“**Service Territory**”).
- 2. Compensation. Township shall pay City «Contract_Amt» (which is «Per_Section_Amt» per section) (“**Payment Amount**”) on or before May 1, 2024 for the Fire Services provided under this Agreement. The Payment Amount is based on the formula calculation for this time period as summarized in the attached Exhibit B. Successive years under the formula shown in Exhibit B are for estimation purposes only and are subject to change.
- 3. Service Charge.
 - (a) The parties agree City may charge those receiving Fire Services within Township the service fees and charges identified in the attached Exhibit C (collectively, the “**Service**”

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

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

- 4. Allocation of Resources. The parties understand the Fire Department officer in charge of the particular emergency scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate and reallocate the Fire Department’s personnel and equipment under the circumstances of a given situation. It is further understood City has entered into, and will from time to time enter into, similar arrangements with other townships and municipalities within the area and that calls will generally be responded to in order in which they are received by the City. Failure to provide Fire Services because resources are already deployed, poor weather conditions, or other conditions beyond the control of City shall not be deemed a breach of this Agreement.
- 5. No Guarantee. The parties understand and agree City will endeavor to reasonably provide Fire Services given the circumstances, but City makes no guarantees that the Fire Services it provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteer shall not be liable to Township or any other person for failure to furnish assistance under this Agreement or for recalling assistance.
- 6. Term. The term of this Agreement is from May 1, 2024, through April 30, 2025, unless terminated earlier as provided herein.
- 7. Ownership. City owns the buildings and equipment associated with the Fire Department and the amounts paid by Township under this Agreement do not give rise to any ownership interest

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

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

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

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

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

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

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

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

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

City of Marshall

By _____
Mayor of Marshall

Attest: _____
City Clerk

«Township» Township

By _____
Chairperson

Attest: _____
Clerk

Date of Signing

EXHIBIT A
Township Service Territory

«Service_Sections»
«Partial_Sections»

EXHIBIT B
Fire Service Fee Summary

[attached hereto]

EXHIBIT C
Fees and Charges

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

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

EXHIBIT B
City of Marshall, Minnesota
Fire Service Fee Summary

TABLE 1. PAYMENT DATA & COST ALLOCATION.							
Governmental Entity	Population	Population Percentage Served	Total Est. Market Value	Total Est. Market Value Percentage Served	Sections Served	Total Sections	Percentage of Section Served
City of Marshall	13,811	13,811	\$ 1,172,741,000	\$ 1,172,741,000	n/a	n/a	100%
Clifton Township	259	173	\$ 284,101,900	\$ 189,401,267	24.00	36.00	67%
Fairview Township	375	253	\$ 300,366,300	\$ 202,729,500	22.84	33.84	67%
Lake Marshall Township	549	549	\$ 234,063,500	\$ 234,063,500	28.54	28.54	100%
Lynd Township	412	145	\$ 261,271,300	\$ 92,213,400	12.00	34.00	35%
Sodus Township	261	203	\$ 234,924,000	\$ 182,718,667	28.00	36.00	78%
Stanley Township	185	62	\$ 274,048,500	\$ 91,349,500	12.00	36.00	33%
Townships	2,041	1,385	\$ 1,588,775,500	\$ 992,475,834	127	204	63%
Total Marshall and Townshij	15,852	15,196	\$ 2,761,516,500	\$ 2,165,216,834	n/a	n/a	n/a

Population Obtained from the Minnesota State Demographer's Office (Townships & City August, 2023).
Population Percentage Served Population multiplied by Percentage of Sections Served.
Total Market Value Total estimated market value from Assessor Abstract for payable 2023
Total Market Value Percentage Served Total market value multiplied by Percentage of Sections Served.
Sections Served Sections served of the service area
Total Sections Served Total sections of the service area.
Percentage of Sections Served Sections served divided by the total number of sections.

TABLE 2. FIRE DEPARTMENT OPERATIONAL COST		
Description	Dollars (\$)	
Operating Expense	\$	761,462.00
Depreciation (eq. & bldg.)	\$	187,763.00
sub-total	\$	949,225.00
less 2023 fire state aid	\$	120,640.78
TOTAL	\$	828,584.22

TABLE 3. FIRE SERVICE CALL SUMMARY (ACCIDENTS & FIRE CALLS).				
Governmental Entity	2021	2022	2023	AVERAGE 3-YR
City of Marshall	129	109	149	129.0
Clifton Township	2	4	8	4.7
Fairview Township	3	13	9	8.3
Lake Marshall Township				
Lynd Township	9	8	11	9.3
Sodus Township	9	7	2	6.0
Stanley Township	3	3	2	2.7
Sub-total Townships	0	1	0	0.3
Total	26	36	32	31.3
	155	145	181	160.3

TABLE 4. FEE FORMULA CALCULATION.							
Governmental Entity	S	% of total column "S"	C	U	V	P	
City of Marshall	622,837.92	75.2%	\$ 828,584	80.5%	54.2%	90.9%	
Clifton Township	35,337.26	4.3%	\$ 828,584	2.9%	8.7%	1.1%	
Fairview Township	44,815.70	5.4%	\$ 828,584	5.2%	9.4%	1.7%	
Lake Marshall Township	55,913.41	6.7%	\$ 828,584	5.8%	10.8%	3.6%	
Lynd Township	24,741.45	3.0%	\$ 828,584	3.7%	4.3%	1.0%	
Sodus Township	31,590.90	3.8%	\$ 828,584	1.7%	8.4%	1.3%	
Stanley Township	13,347.57	1.6%	\$ 828,584	0.2%	4.2%	0.4%	
Total	828,584.22	100.0%	N/A	100.0%	100.0%	100.0%	
Townships "S"	205,746.30	24.8%	\$ 828,584	19.5%	45.8%	9.1%	
Township Section Rate (S / total # of sections)	\$	1,615					

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

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

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

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

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

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

Governmental Entity	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Proposed Formula (\$) 100% calculation
Clifton Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,472.39	\$ 1,472.39	\$ 1,472.39	\$ 35,337.26
Fairview Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,572.97	\$ 1,615.22	\$ 1,615.22	\$ 44,815.70
Lake Marshall Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,572.97	\$ 1,615.22	\$ 1,615.22	\$ 55,913.41
Lynd Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,572.97	\$ 1,615.22	\$ 1,615.22	\$ 24,741.45
Sodus Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 751.39	\$ 790.51	\$ 909.09	\$ 1,045.45	\$ 1,128.25	\$ 1,128.25	\$ 1,128.25	\$ 1,128.25	\$ 31,590.90
Stanley Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 797.73	\$ 981.40	\$ 1,112.30	\$ 1,112.30	\$ 1,112.30	\$ 1,112.30	\$ 1,112.30	\$ 13,347.57
Total												\$ 205,746.30

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

Governmental Entity	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Clifton Township	\$ 12,340.99	\$ 14,192.14	\$ 16,320.96	\$ 18,769.10	\$ 21,584.47	\$ 24,822.14	\$ 28,545.46	\$ 32,827.27	\$ 35,337.26	\$ 35,337.26	\$ 35,337.26
Fairview Township	\$ 11,744.51	\$ 13,506.18	\$ 15,532.11	\$ 17,861.93	\$ 20,541.22	\$ 23,622.40	\$ 27,165.76	\$ 31,240.62	\$ 35,926.72	\$ 41,315.72	\$ 44,815.70
Lake Marshall Township	\$ 14,675.49	\$ 16,876.82	\$ 19,408.34	\$ 22,319.59	\$ 25,667.53	\$ 29,517.66	\$ 33,945.30	\$ 39,037.10	\$ 44,892.66	\$ 51,626.56	\$ 55,913.41
Lynd Township	\$ 6,170.49	\$ 7,096.07	\$ 8,160.48	\$ 9,384.55	\$ 10,792.23	\$ 12,411.07	\$ 14,272.73	\$ 16,413.64	\$ 18,875.68	\$ 21,707.03	\$ 24,741.45
Sodus Township	\$ 14,397.82	\$ 16,557.49	\$ 19,041.12	\$ 21,039.00	\$ 22,134.29	\$ 25,454.43	\$ 29,272.60	\$ 31,590.90	\$ 31,590.90	\$ 31,590.90	\$ 31,590.90
Stanley Township	\$ 9,255.74	\$ 10,644.10	\$ 12,240.72	\$ 14,076.83	\$ 10,240.65	\$ 11,776.75	\$ 13,347.57	\$ 13,347.57	\$ 13,347.57	\$ 13,347.57	\$ 13,347.57
Total	\$ 68,585.04	\$ 78,872.80	\$ 90,703.72	\$ 103,450.99	\$ 109,540.59	\$ 127,604.44	\$ 146,549.42	\$ 164,457.11	\$ 179,970.80	\$ 194,925.06	\$ 205,746.30

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

115.0%

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

Governmental Entity	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Clifton Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,472.39	\$ 1,472.39	\$ 1,472.39
Fairview Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,572.97	\$ 1,808.92	\$ 1,962.16
Lake Marshall Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,572.97	\$ 1,808.92	\$ 1,959.12
Lynd Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 899.35	\$ 1,034.26	\$ 1,189.39	\$ 1,367.80	\$ 1,572.97	\$ 1,808.92	\$ 2,061.79
Sodus Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 751.39	\$ 790.51	\$ 909.09	\$ 1,045.45	\$ 1,128.25	\$ 1,128.25	\$ 1,128.25	\$ 1,128.25
Stanley Township	\$ 514.21	\$ 591.34	\$ 680.04	\$ 782.05	\$ 797.73	\$ 981.40	\$ 1,112.30	\$ 1,112.30	\$ 1,112.30	\$ 1,112.30	\$ 1,112.30



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary Liquor License for the Knights of Columbus
Background Information:	<p>Holy Redeemer will be hosting an event at their food stand building located at the Lyon County Fairgrounds.</p> <p>All temporary liquor licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the Knights of Columbus on May 17.



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date organized	Tax exempt number
Holy Redeemer Council 1621 K of C	4/1/1912	1291523

Address	City	State	Zip Code
P.O. Box 1105	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Michael Oney		507-828-0517

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
May 17, 2024	<input type="checkbox"/> Club	<input type="checkbox"/> Charitable	<input type="checkbox"/> Religious
		<input checked="" type="checkbox"/> Other non-profit	

Organization officer's name	City	State	Zip Code
Jeff Yorde	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Kevin Gruhot	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Michael Oney	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Stan Dopheide	Marshall	Minnesota	56258

Location where permit will be used. If an outdoor area, describe.
 Inside the Holy Redeemer Food Stand Building located at the Lyon County Fairgrounds in Marshall MN. If weather is favorable, customer will receive bottled beer beverage inside the building and consume at a picnic table immediately outside the building.

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

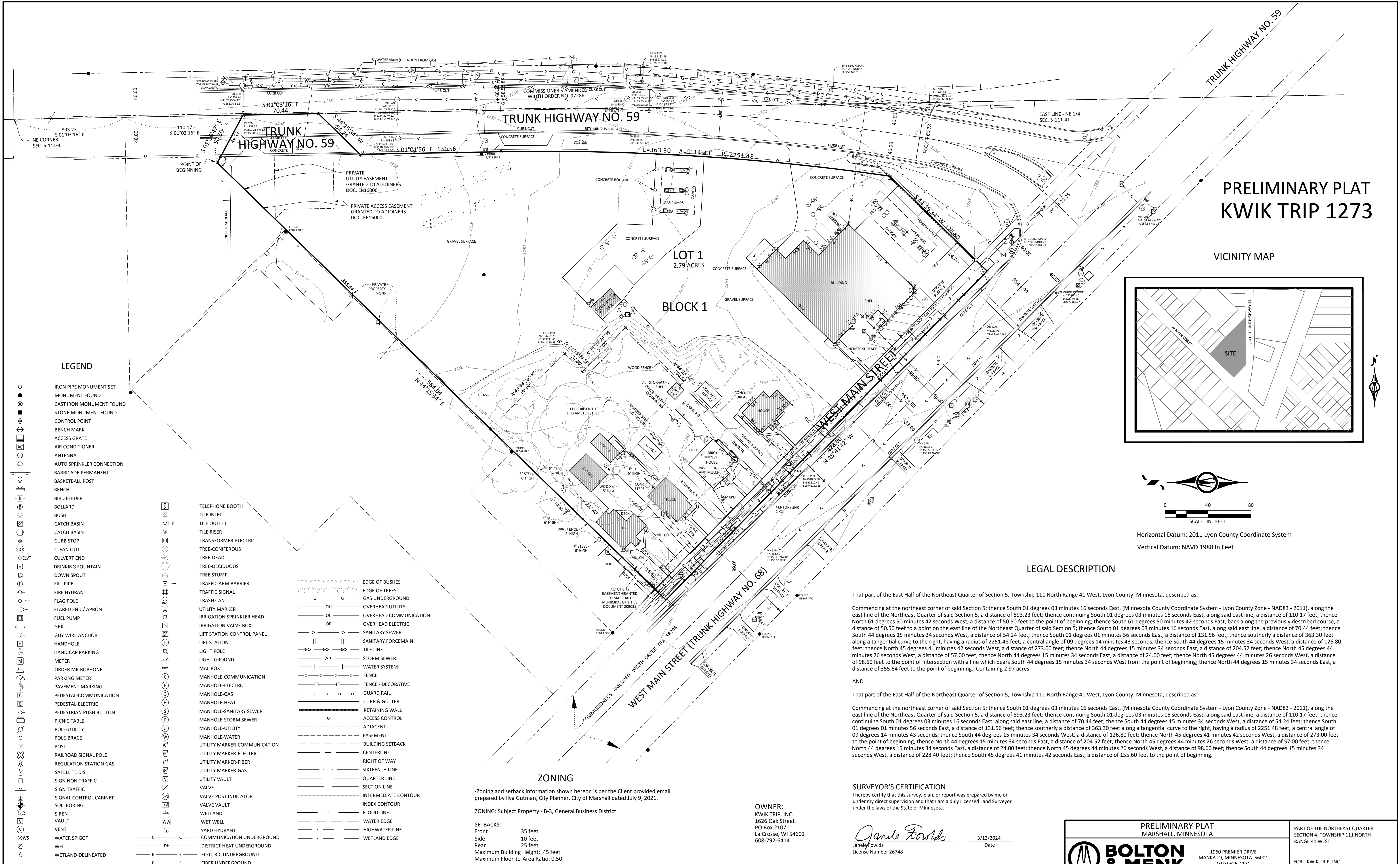
Signature City Clerk or County Official _____ Approved Director Alcohol and Gambling Enforcement _____

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

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

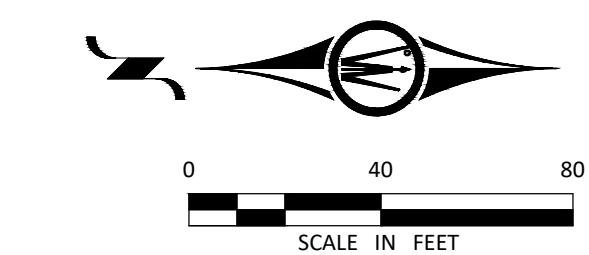
**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Preliminary Plat of Kwik Trip 1273 – Introduction of Preliminary Plat.
Background Information:	<p>Attached please find a copy of the Preliminary Plat of Kwik Trip 1273.</p> <p>Kwik Trip has purchased and combined numerous parcels at the corner of West Main Street/TH 68 and N US Highway 59 with the intent of building a new gas station and convenience store at this location. The purpose of the plat here is to combine all parcels into one and to ensure that all property issues are addressed prior to building on the site.</p> <p>Attached please find a copy of the Engineer’s Report of Preliminary Plat Review. Copies of the proposed subdivision have been sent to the local utility companies for their review and comments.</p> <p>A public hearing was held on the preliminary plat at the Planning Commission meeting on April 10, 2024. Following discussion, Doom made a motion, second by Muchlinski, to recommend approval of the preliminary plat of Kwik Trip 1273 to the City Council, subject to utility companies review and recommendations. All voted in favor.</p>
Fiscal Impact:	The applicant has paid the \$300 escrow for direct costs relating to the plat, and the difference will be refunded or billed to the applicant according to the current Fee Schedule.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council introduce the preliminary plat of Kwik Trip 1273.



PRELIMINARY PLAT KWIK TRIP 1273

VICINITY MAP



Horizontal Datum: 2011 Lyon County Coordinate System
Vertical Datum: NAVD 1988 In Feet

LEGEND

- | | | | |
|---|---------------------------|---|----------------------------|
| ○ | IRON PIPE MONUMENT SET | ⊠ | TELEPHONE BOOTH |
| ● | MONUMENT FOUND | ⊡ | TILE INLET |
| ⊕ | CAST IRON MONUMENT FOUND | ⊢ | TILE OUTLET |
| ⊙ | STONE MONUMENT FOUND | ⊣ | TILE RISER |
| ⊛ | CONTROL POINT | ⊤ | TRANSFORMER-ELECTRIC |
| ⊜ | BENCH MARK | ⊥ | TREE-CONIFEROUS |
| ⊝ | ACCESS GRATE | ⊦ | TREE-DEAD |
| ⊞ | AIR CONDITIONER | ⊧ | TREE-DECIDUOUS |
| ⊟ | ANTENNA | ⊨ | TREE STUMP |
| ⊠ | AUTO SPRINKLER CONNECTION | ⊩ | TRAFFIC ARM BARRIER |
| ⊡ | BARRICADE PERMANENT | ⊪ | TRAFFIC SIGNAL |
| ⊢ | BASKETBALL POST | ⊫ | TRASH CAN |
| ⊣ | BENCH | ⊬ | UTILITY MARKER |
| ⊤ | BIRD FEEDER | ⊭ | IRRIGATION SPRINKLER HEAD |
| ⊥ | BOLLARD | ⊮ | IRRIGATION VALVE BOX |
| ⊦ | BUSH | ⊯ | LIFT STATION CONTROL PANEL |
| ⊧ | CATCH BASIN | ⊰ | LIFT STATION |
| ⊨ | CATCH BASIN | ⊱ | LIGHT POLE |
| ⊩ | CURB STOP | ⊲ | LIGHT-GROUND |
| ⊪ | CLEAN OUT | ⊳ | MAILBOX |
| ⊫ | CULVERT END | ⊴ | MANHOLE-COMMUNICATION |
| ⊬ | DRINKING FOUNTAIN | ⊵ | MANHOLE-ELECTRIC |
| ⊭ | DOWN SPOUT | ⊶ | MANHOLE-GAS |
| ⊮ | FILL PIPE | ⊷ | MANHOLE-HEAT |
| ⊯ | FIRE HYDRANT | ⊸ | MANHOLE-SANITARY SEWER |
| ⊰ | FLAG POLE | ⊹ | MANHOLE-STORM SEWER |
| ⊱ | FLARED END / APRON | ⊺ | ADJACENT |
| ⊲ | FUEL PUMP | ⊻ | EASEMENT |
| ⊳ | GRILL | ⊼ | BUILDING SETBACK |
| ⊴ | GUY WIRE ANCHOR | ⊽ | CENTERLINE |
| ⊵ | HANDHOLE | ⊾ | RIGHT OF WAY |
| ⊶ | HANDICAP PARKING | ⊿ | SIXTEENTH LINE |
| ⊷ | METER | ⊀ | QUARTER LINE |
| ⊸ | ORDER MICROPHONE | ⊁ | SECTION LINE |
| ⊹ | PARKING METER | ⊂ | VALVE |
| ⊺ | PAVEMENT MARKING | ⊃ | VALVE POST INDICATOR |
| ⊻ | PEDESTAL-COMMUNICATION | ⊄ | VALVE VAULT |
| ⊼ | PEDESTAL-ELECTRIC | ⊅ | WETLAND |
| ⊽ | PEDESTAL-SANITARY SEWER | ⊆ | WET WELL |
| ⊾ | PEDESTAL-STORM SEWER | ⊇ | YARD HYDRANT |
| ⊿ | ADJACENT | ⊈ | COMMUNICATION UNDERGROUND |
| ⊀ | EASEMENT | ⊉ | DISTRICT HEAT UNDERGROUND |
| ⊁ | BUILDING SETBACK | ⊊ | ELECTRIC UNDERGROUND |
| ⊂ | CENTERLINE | ⊋ | FIBER UNDERGROUND |
| ⊃ | RIGHT OF WAY | ⊌ | |
| ⊄ | SIXTEENTH LINE | ⊍ | |
| ⊅ | QUARTER LINE | ⊎ | |
| ⊆ | SECTION LINE | ⊏ | |
| ⊇ | VALVE | ⊐ | |
| ⊈ | VALVE POST INDICATOR | ⊑ | |
| ⊉ | VALVE VAULT | ⊒ | |
| ⊊ | WETLAND | ⊓ | |
| ⊋ | WET WELL | ⊔ | |
| ⊌ | YARD HYDRANT | ⊕ | |
| ⊍ | COMMUNICATION UNDERGROUND | ⊖ | |
| ⊎ | DISTRICT HEAT UNDERGROUND | ⊗ | |
| ⊏ | ELECTRIC UNDERGROUND | ⊘ | |
| ⊐ | FIBER UNDERGROUND | ⊙ | |

ZONING

-Zoning and setback information shown hereon is per the Client provided email prepared by Ilya Gutman, City Planner, City of Marshall dated July 9, 2021.
ZONING: Subject Property - B-3, General Business District

SETBACKS:
Front 35 feet
Side 10 feet
Rear 25 feet
Maximum Building Height: 45 feet
Maximum Floor-to-Area Ratio: 0.50

LEGAL DESCRIPTION

That part of the East Half of the Northeast Quarter of Section 5, Township 111 North Range 41 West, Lyon County, Minnesota, described as:

Commencing at the northeast corner of said Section 5; thence South 01 degrees 03 minutes 16 seconds East, (Minnesota County Coordinate System - Lyon County Zone - NAD83 - 2011), along the east line of the Northeast Quarter of said Section 5, a distance of 893.23 feet; thence continuing South 01 degrees 03 minutes 16 seconds East, along said east line, a distance of 110.17 feet; thence North 61 degrees 50 minutes 42 seconds West, a distance of 50.50 feet to the point of beginning; thence South 61 degrees 50 minutes 42 seconds East, back along the previously described course, a distance of 50.50 feet to a point on the east line of the Northeast Quarter of said Section 5; thence South 01 degrees 03 minutes 16 seconds East, along said east line, a distance of 70.44 feet; thence South 44 degrees 15 minutes 34 seconds West, a distance of 54.24 feet; thence South 01 degrees 03 minutes 16 seconds East, a distance of 131.56 feet; thence southerly a distance of 363.30 feet along a tangential curve to the right, having a radius of 2251.48 feet, a central angle of 09 degrees 14 minutes 43 seconds; thence South 44 degrees 15 minutes 34 seconds West, a distance of 126.80 feet; thence North 45 degrees 41 minutes 42 seconds West, a distance of 273.00 feet; thence North 44 degrees 15 minutes 34 seconds East, a distance of 204.52 feet; thence North 45 degrees 44 minutes 26 seconds West, a distance of 98.60 feet to the point of intersection with a line which bears South 44 degrees 15 minutes 34 seconds West from the point of beginning; thence North 44 degrees 15 minutes 34 seconds East, a distance of 355.64 feet to the point of beginning. Containing 2.97 acres.

AND

That part of the East Half of the Northeast Quarter of Section 5, Township 111 North Range 41 West, Lyon County, Minnesota, described as:

Commencing at the northeast corner of said Section 5; thence South 01 degrees 03 minutes 16 seconds East, (Minnesota County Coordinate System - Lyon County Zone - NAD83 - 2011), along the east line of the Northeast Quarter of said Section 5, a distance of 893.23 feet; thence continuing South 01 degrees 03 minutes 16 seconds East, along said east line, a distance of 110.17 feet; thence continuing South 01 degrees 03 minutes 16 seconds East, along said east line, a distance of 70.44 feet; thence South 44 degrees 15 minutes 34 seconds West, a distance of 54.24 feet; thence South 01 degrees 03 minutes 16 seconds East, a distance of 131.56 feet; thence southerly a distance of 363.30 feet along a tangential curve to the right, having a radius of 2251.48 feet, a central angle of 09 degrees 14 minutes 43 seconds; thence South 44 degrees 15 minutes 34 seconds West, a distance of 126.80 feet; thence North 45 degrees 41 minutes 42 seconds West, a distance of 273.00 feet to the point of beginning; thence North 44 degrees 15 minutes 34 seconds East, a distance of 204.52 feet; thence North 45 degrees 44 minutes 26 seconds West, a distance of 98.60 feet to the point of intersection with a line which bears South 44 degrees 15 minutes 34 seconds West from the point of beginning; thence North 44 degrees 15 minutes 34 seconds East, a distance of 355.64 feet to the point of beginning. Containing 2.97 acres.

SURVEYOR'S CERTIFICATION
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Janele Fowlds
Janele Fowlds
License Number 26748
3/13/2024
Date

PRELIMINARY PLAT MARSHALL, MINNESOTA		PART OF THE NORTHEAST QUARTER SECTION 4, TOWNSHIP 111 NORTH RANGE 41 WEST FOR: KWIK TRIP, INC. STORE 1273
1960 PREMIER DRIVE MANKATO, MINNESOTA 56001 (507) 625-4171		

**ENGINEER'S REPORT
 PRELIMINARY PLAT REVIEW**

Subdivision Name: Kwik Trip 1273

Quarter NE¹/₄ Section 5 Township 111N Range 41W

Owner's Name: Kwik Trip, Inc.

Surveyor: Janele Fowlds Reg. No. 26748

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage	X			
f.	Zoning classification	X			
g.	Contours	X			
h.	Boundary line bearings and distances	X			
i.	Easement	X			
j.	Street names, elevations and grades	X			

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
k.	Utilities	X			
l.	Lot lines, numbers and dimensions	X			
m.	Park land			X	
n.	Setbacks	X			
o.	Natural drainageways			X	
p.	Other related information	X			
q.	Covenants and restrictions			X	
r.	Improvement plans and financing			X	
s.	Future platting			X	
t.	Variance request			X	
u.	Floodway and flood zone designations			X	
v.	Certificates of approval		X		To be included in Final Plat.

Sec. 66-54. Information required. (2) Other preliminary plans.		Yes	No	N/A	Comments
a.	Drainage and grading plans 1. Existing and proposed drainage.			X	Submitted with final building plans through building permit process
	2. Drainage flow facility.			X	
b.	Utility plans			X	

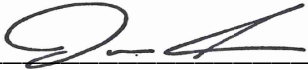
CITY ENGINEER'S RECOMMENDATIONS:

Approval

DATE RECEIVED: March 18, 2024

DATE REVIEWED: April 3, 2024

PLANNING COMMISSION REVIEW DATE: April 10, 2024



 Jason R. Anderson, P.E.
 Director of Public Works/Planning & Zoning Administrator

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project AP-008: Instrument Landing System (ILS) Replacement-Runway 12 - Consider Resolution Authorizing Execution of MnDot Grant Agreement No. 1056813 / S.P. A4201-110
Background Information:	<p>In January 2023, the City received a letter from MnDOT regarding the replacement of the Instrument Landing System (ILS) at the Airport, which is owned by MnDOT. The ILS is a radio navigation system that provides short-range guidance to aircraft and allows them to approach a runway at night or in poor weather conditions. The ILS system has reached a point where the manufacturer will no longer service and repair equipment, and MnDOT would like to replace our system as soon as they are able. The project requires City participation, and the City is responsible for civil sitework and building costs, while MnDOT is responsible for covering the costs of the ILS equipment.</p> <p>In 2023, the City was asked by MnDOT to send a grant request letter for a civil site work construction project. Following Council authorization at the 2/14/23 meeting, City staff submitted a grant request letter for a project. MnDOT never responded to the grant request. Now, it seems as though MnDOT is ready to proceed with the project.</p> <p>At the 02/13/2024, The City Council authorized entering into a Professional Services Agreement with TKDA for the ILS Replacement at the Airport for an amount not-to-exceed \$94,400.00, per recommendation of the Airport Commission on 2/6/2024 and contingent on MnDOT grant funding.</p> <p>Following the 02/13/2024 City Council meeting, City staff requested a grant agreement for 70-30 cost participation for engineering services for the ILS Replacement project. MnDOT has now sent us a grant offer for this project and MnDOT requires Council to pass a resolution authorizing the City to execute the Minnesota grant agreement. The Resolution and Grant agreement are included in the Council packet.</p>
Fiscal Impact:	<p>The cost included in the TKDA proposal presented to the City Council on 02/13/2024 is not to exceed \$94,400 for services that are identified in the included scope. City administration costs of \$3,000 are also included in the grant offer, resulting in a total grant offer of \$97,400. City staff is anticipating a 70-30 cost split with MnDOT, resulting in a local cost of \$29,220.</p> <p>The 2024 capital budget includes the ILS project at a total cost of \$1,000,000, with \$300,000 included for local costs.</p>
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION 24-047, which is the Resolution of Authorization to Execute MnDOT Grant Agreement No. 1056813 (S.P. A4201-110) for Airport Improvement Excluding Land Acquisition for Runway 12 ILS Replacement in the amount of \$97,400. The total amount will be split 70-30 with MnDOT, resulting in 70% State participation of \$68,180.00 and 30% local participation of \$29,220.00.

RESOLUTION 24-047

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION**

It is resolved by the City of Marshall as follows:

1. That the state of Minnesota Agreement No. 1056813,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A4201-110 at the Southwest Minnesota Regional Airport is
accepted.

2. That the _____ Mayor _____ and _____ City Clerk _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Marshall, MN.

CERTIFICATION

STATE OF MINNESOTA

COUNTY OF Lyon

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

_____ City of Marshall _____
(Name of the Recipient)

at an authorized meeting held on the 23rd day of April , 2024

as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and City of Marshall, MN ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on April 12, 2024, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on June 30, 2028, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A4201-110**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - City of Marshall Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).



2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 **Time**

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 **Cost and Payment**

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Rwy12 Instrument Landing System (ILS) Replacement (Phase 1 Design Engineering - \$97,400.00)	0%	70%	30%

Federal Committed:	\$0.00
State:	\$ 68,180.00
Grantee:	\$ 29,220.00

No funds are committed by the U.S. Government for this Project. In the event federal reimbursement becomes available for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** No travel expenses are authorized for this agreement and will not exceed **\$ 0.00**. If travel expenses are requested and allowed, the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). 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.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$68,180.00**.

4.5 **Payment**

4.5.1 **Invoices.** Grantee will submit invoices for payment by **Credit Application**; Exhibit "B", which is attached and incorporated into this agreement and can also be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving

payment. The State will promptly pay Grantee after Grantee presents an itemized paid invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Monthly, or as work completion dictates.

- 4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.
- 4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.
- 4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this 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. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.



6 Authorized Representatives

6.1 The State's Authorized Representatives are:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658. The State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Jason Anderson P.E., Director of Public Works;
(Jason.Anderson@ci.marshall.mn.us) Phone (507) 537-6773

City of Marshall

Public Works Division
344 West Main Street
Marshall, MN 56258-1313

If the Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement 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 agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

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

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

8 Liability

In the performance of this agreement, and to the extent permitted by law, 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 agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant 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 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. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. 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 agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. 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 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 Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this 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 Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. 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." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 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 Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. 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 State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. 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 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against 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. 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 State's opinion is likely to arise, Grantee must, at State's discretion, either procure for 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 State will be in addition to and not exclusive of other remedies provided by law.

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 agreement 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 agreement. All projects primarily funded by state grant appropriation 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 agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon 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 agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, 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 agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, 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.

16 Fund Use Prohibited. The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 Limitation. Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

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

20 Additional Provisions

[Intentionally left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MN 56258-1313
PHONE: 507-537-6773
FAX: 507-537-6830

February 16, 2024

Mr. Luke Bourassa, P.E.
South Region Airport Development Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard | Mail Stop 410
St. Paul, MN 55155-1800

SP A4201-110 Contract #1056813

NavAids Funding

Re: Request for SFY 2024 Grant Agreement
Southwest Minnesota Regional Airport / Ryan Field (MML)
Runway 12 Instrument Landing System (ILS) Replacement

Dear Mr. Bourassa:

The City of Marshall hereby requests a grant agreement for State funding for project formulation and engineering design of the Runway 12 Instrument Landing System (ILS) project at the Southwest Minnesota Regional Airport. The total project cost is \$97,400.00, as shown on the attached Project Cost Breakdown spreadsheet and described below. State funding is requested in the amount of \$68,180.00 (70% of total project cost).

On February 15, 2023, at the request of MnDOT Aeronautics, the City had submitted a previous grant request for this same work (design and civil construction), but the grant was not received in SFY 2023.

On February 13, 2024, the City of Marshall authorized TKDA for professional design services associated with the project, contingent upon the receipt of State funding. Engineering services include project formulation services, geotechnical studies, and engineering design services. Total engineering costs are \$94,400.00.

We have also included \$3,000.00 for administration expenses as part of this request.

Thank you for your consideration. If you have any questions concerning this request, please contact me at (507) 537-6773 or Jason.Anderson@ci.marshall.mn.us.

Respectfully,

Jason Anderson, P.E.
Director of Public Works/Airport Manager

c: Daniel Sherer, P.E. - TKDA
Jim McCanney - MnDOT Aeronautics
John Dalton - MnDOT Aeronautics

Attachments (2)

Airport: Marshall MML
Sponsor: City of Marshall
State Project: A4201-110
State Agreement #: 1056813
Description: RWY 12 Instrument Landing System (ILS) Replacment
Date: 2/16/2024

Construction	Description	Total	State Funding Rate	State	Local
		\$ -	70%	\$ -	\$ -
CONSTRUCTION SUBTOTAL		\$ -		\$ -	\$ -

Engineering	Description	Total	State	Local	
	TKDA (Prject Formulation and Design Phase)	\$ 94,400.00	70%	\$ 66,080.00	\$ 28,320.00
ENGINEERING SUBTOTAL		\$ 94,400.00		\$ 66,080.00	\$ 28,320.00

Administration	Description	Total	State	Local	
	City Administration	\$ 3,000.00	70%	\$ 2,100.00	\$ 900.00
ADMINISTRATION SUBTOTAL		\$ 3,000.00		\$ 2,100.00	\$ 900.00

Grant Amounts		\$ 97,400.00		\$ 68,180.00	\$ 29,220.00
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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Request for Private Use of Public Parking Lot from Adult Community Center for August 20-21, 2024
Background Information:	<p>Attached is a request from the Adult Community Center (ACC) requesting the use and closure of the parking lot directly in front of the ACC and partial row of the first row adjacent to islands in the Whitney Lot as shown on the attached map beginning at 8am on Tuesday, 08/20/2024 through 9am on Wednesday, 08/21/2024. The closure request is for the ACC Open House on 08/20/2024. The event will run into the evening hours, so the closure request is until Wednesday morning to accommodate take down of tents by City crews.</p> <p>If the request is approved by Council, public safety/emergency services will be advised of the event so that they are aware of the closure.</p>
Fiscal Impact:	Staff time.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve the request of the Adult Community Center for Private Use of Public Parking Lot (portion of the Whitney Lot) beginning at 8am on Tuesday, 08/20/2024 through 9am on Wednesday, 08/21/2024.



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

Applicant Name: Adult Community Center

Applicant Address: 107 S. 4th Street, Marshall, MN

Contact Person: Katie Brusven Phone/Cell#: (507)537-6109

Address of Request: 107 S. 4th Street Parking Lot- Partial Use- see attached

Reason for Request: Open House with Entertainment/Tents/Tables/Chairs

Start Date of Request: Tuesday August 20, 2024 Start Time: 8:00 am am/pm

End Date of Request: Wednesday, August 21, 2024 End Time: 9:00 am am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): The Parking lot directly in front of the Adult Community Center, and partial row of the first row directly adjacent to the islands.

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

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.

4/16/24
Date

[Handwritten Signature]
Signature of Applicant

CLICK TO SEND TO PUBLIC WORKS

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:







City Clerk

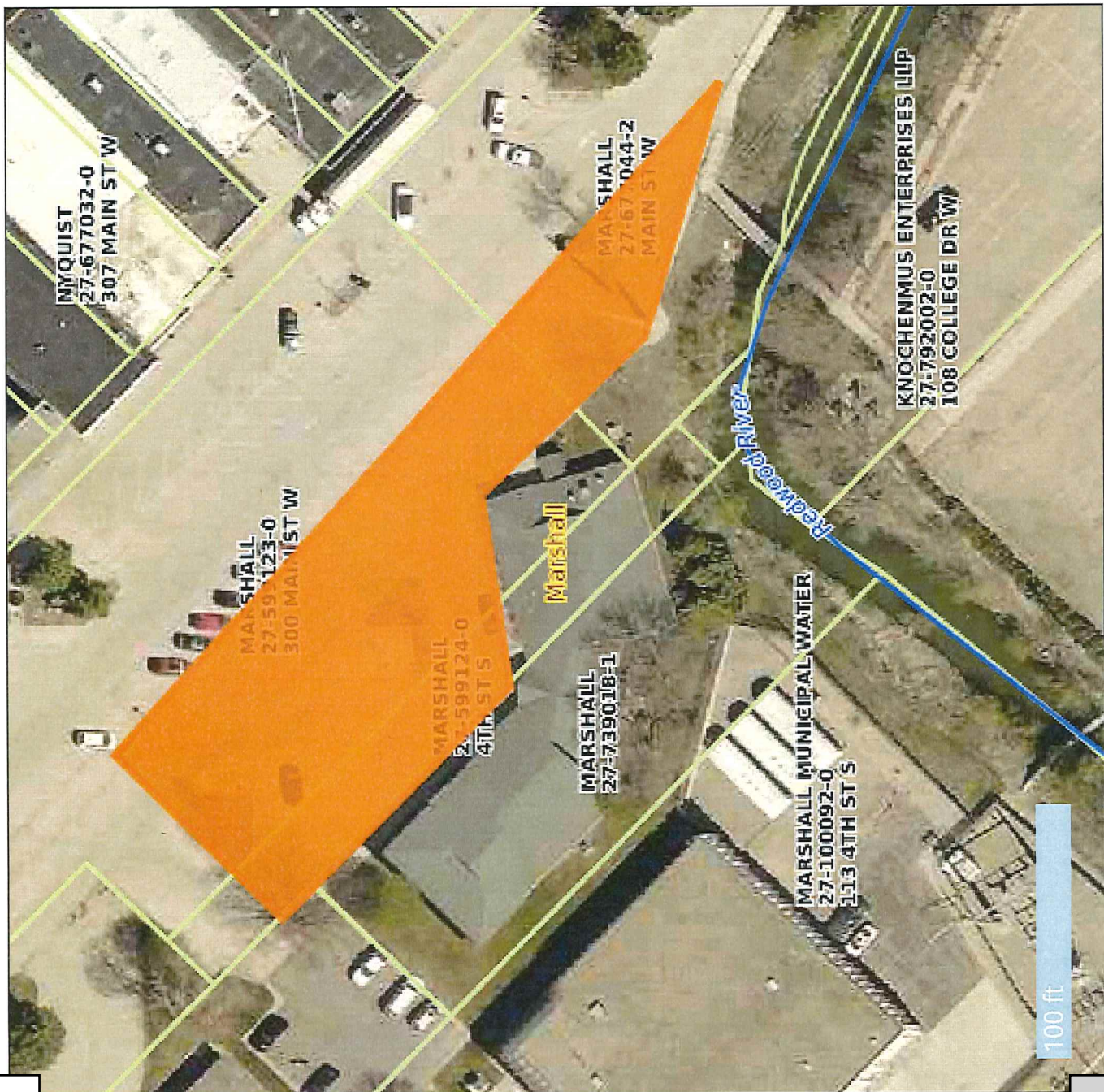
Mayor of the City of Marshall, MN

Attachments

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

Legend

-  Lakes
-  Sections
-  Parcels
-  City Limits
-  Az Townships
-  Rivers





**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 4/23/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of Ordinance - repealing Section 86-51 Bed and Breakfast
Background Information:	<p>The City has recently adopted new Rental Ordinance that covers Bed and Breakfast facilities as short term rentals. It also lists specific conditions applicable to such short-term rentals, so staff do not see a reason to keep a separate section related to Bed and Breakfast facilities or require an interim use permit for them in addition to rental registration.</p> <p>The Planning Commission conducted a public hearing on April 10, 2024, and unanimously recommended approval.</p> <p>At its March 12, 2024, meeting, Legislation and Ordinance committee also reviewed this change and recommended approval.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Planning Commission and staff recommend that the Council introduce the Ordinance repealing Section 86-51 Bed and Breakfast.

Section 86-51 Bed And Breakfast

~~(a) Bed and breakfast shall be an interim use in agricultural and all residential districts~~

~~(b) Bed and breakfast facilities shall at a minimum meet the following conditions:~~

- ~~(1) The facility shall comply with all health, fire, safety rules and other regulations of the state and the city, including current Building Code and City Ordinance, and all required licenses shall be made available to the City staff upon request. This condition shall be confirmed by City inspection prior to a public hearing.~~
- ~~(2) The maximum number of bedrooms shall be established for each facility and no more than four bedrooms shall be available to guests. No more than two persons shall be staying in each bedroom.~~
- ~~(3) Off-street parking shall be provided and screened from adjacent properties as required by the parking Ordinance. No more than two guest parking on the street shall be permitted.~~
- ~~(4) Exterior appearance and lighting shall be compatible with the neighborhood.~~
- ~~(5) Identification signs shall be limited to one six-square-foot nameplate sign mounted on the building near the main entrance door.~~
- ~~(6) The owners shall operate and permanently occupy such facilities.~~
- ~~(7) No food or beverage service shall be provided to anyone other than transient guests.~~
- ~~(8) All bedrooms shall be established within and have primary entrances from the principal structure.~~
- ~~(9) Cooking facilities shall not be permitted in the guest rooms.~~
- ~~(10) Appropriate insurance including liability insurance shall be filed with the city clerk for a minimum amount of \$1,000,000.00.~~
- ~~(11) Other commercial enterprises shall not be operated in conjunction with this facility without a home-occupation interim permit.~~

~~(c) All bed and breakfast interim use permits shall be issued for initial one-year term and may be renewed for future terms, under the same interim use procedure, provided no violations of established conditions were observed. The renewal shall be until the property is sold or transferred to another owner. If any of the interim use permit conditions are found to be violated, the permit may be revoked, or future renewal terms may be limited~~

~~(d) The applicant, upon making application, grants to the City upon issuing a bed and breakfast interim use permit the right to inspect the premises in which bed and breakfast is located at any time to ensure compliance with the provisions of this section and any conditions additionally imposed.~~



**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 4/23/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of Ordinance - amending Section 86-97 One family residence district
Background Information:	<p>The City has adopted a new Comprehensive Plan last year; the Plan redefines several zoning districts and suggests new ones. City staff has been working to implement the new Plan and this ordinance change is a part of that work.</p> <p>Additionally, with the new Rental Ordinance recently adopted, staff do not see a reason to limit the number of unrelated adults living in a rented single-family house, so that provision is removed. A few other changes also relate to recently passed ordinance changes. Other changes have a goal of streamlining the Ordinance, eliminating redundancy, and making it more consistent.</p> <p>The Planning Commission conducted a public hearing on April 10, 2024, and unanimously recommended approval.</p> <p>At its March 12, 2024, meeting, Legislation and Ordinance committee also reviewed this change and recommended approval.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Planning Commission and staff recommend that the Council introduce the Ordinance amending Section 86-97 One family residence district.

**CITY OF MARSHALL
ORDINANCE LOW DENSITY RESIDENCE**

The Common Council of Marshall do ordain as follows:

SECTION 1:AMENDMENT “Section 86-97 R-1 One-Family Residence District” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 86-97 R-1 ~~One-Family~~Low Density Residence District

- (a) *Intent; scope.* This section applies to the R-1 one-family residence district. This R-1 district is intended to preserve and enhance low density (less than 6 units per acre) residential areas ~~for one-family detached dwellings.~~
- (b) *Permitted uses.* The following uses shall be permitted in the R-1 low density residence district:
- (1) ~~Churches, provided that no building shall be located within 25 feet of any lot line of an abutting lot in any of the classes of residence districts.~~
 - (2) ~~One-family manufactured homes~~ Residential facility serving six or fewer individuals.
 - (3) Day care facility serving 14 or fewer individuals.
 - (4) One-family detached dwellings, ~~occupied by persons related by blood, marriage, adoption, or by three unrelated persons.~~
- (c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the R-1 low density residence district:
- (1) Accessory uses customarily incidental to the uses permitted in this section, such as private vehicle garages ~~and storage sheds.~~
 - (2) Accessory building complying with section 86-163, including, but not limited to, private garages, storage sheds, fallout shelters, and gazebos.
 - (3) Accessory equipment complying with section 86-164, including, but not limited to, solar energy collectors and systems, playgrounds, and sports courts.
 - (4) Bed and breakfast facility, provided property is registered with the City as a rental ~~Fallout shelters.~~
 - (5) Keeping ~~of not more than two~~ boarders and/or roomers by a resident family, provided the property is registered with the City as a rental.
 - (6) Offices of persons and home occupations meeting the specific conditions of Section 86-50, provided an interim use permit is obtained when required.
 - (7) Private swimming pool and hot tub when completely enclosed within a non-climbable fence five feet high with openings no greater than four inches in any dimension and self-closing and self-locking gate. Swimming pools exempt from the building permit requirements as defined in the state building code and hot tubs with latchable covers do not need to be enclosed.

~~Private solar energy collectors and systems.~~

~~(8) Private amateur radio towers and antennas complying with division 6.~~

~~(9) Private gardens complying with Section 86-247 (a) (5).~~

- (d) *Conditional uses.* All conditional use permits for the R-1 district may only be issued if the proposed use meets the specific requirements of this section and also meets the supplemental regulations as outlined in article VI and meets the eligibility for conditional use permits as specified in article II, division 2. The following uses may be allowed in the R-1 low density district by conditional use permit:

~~Bed and breakfast facility meeting the conditions of section 86-51.~~

~~(1) Fire stations, community center buildings, public libraries, museums, art galleries, post office, greenhouses (excluding commercial), and essential public utility structures servicing the surrounding area.~~

~~Golf course and clubhouse, country club, public swimming pool, private swimming pool serving more than one family, provided that no principal structure shall be located within 25 feet of any lot line of an abutting lot in any of the classes of residence districts.~~

~~Keeping of three or more roomers or boarders.~~

~~Offices of persons and home occupations in existing structures when they meet the specific conditions of section 86-50 except motor vehicle repair, tobacco sales, sales of alcoholic beverages, adult entertainment, adult book or video sales, motor vehicle or machinery sales, or restaurants are not permitted.~~

~~(2) One-family manufactured homes.~~

~~(3) Other residential uses of the same general character as listed in subsection (b).~~

~~(4) Parks and recreational areas, public or private.~~

~~(5) Religious institutions as defined under Minnesota State Statutes.~~

~~Residential facility serving more than six individuals.~~

~~Day care facility serving more than 14 individuals.~~

~~(6) School, public or private, kindergarten through grade 12.~~

~~(7) Two-family dwellings under single ownership, joint ownership or tenants in common.~~

~~(8) Two-family dwellings under split ownership under the following conditions:~~

~~a. The dwellings have separate utility service lines to each unit.~~

~~b. The owners execute and record a common maintenance agreement containing covenants as to uniformity of exterior appearance of the dwellings.~~

~~c. Proper separation of units, occurring along the lot line, exists as provided by the building code.~~

- d. Such dwellings comply with all yard regulations for single-family dwellings, except side yard regulations between the dwelling units.
 - e. The dwelling location on the lot be compatible with the neighborhood.
 - f. Landscaping, fencing, grading, exterior lighting, and driveway conform to the surrounding neighborhood.
 - g. Any accessory building is compatible with the dwellings and the surrounding neighborhood.
 - h. The dwellings shall be a maximum height of two stories.
 - i. Not more than 50 percent of the lot area shall be occupied by buildings.
 - j. ~~No unit shall be eligible under this [use] unless the division of the dwelling occurs along the lot lines.~~
- (e) *Height and yard regulations.* Height, yard, area and lot width and depth regulations for the R-1 district are as follows:
- (1) *Height regulations.* No building hereafter erected or altered shall exceed 3 stories or 30 feet in height.
 - (2) *Front yard regulations.*
 - a. There shall be a front yard having a depth of not less than 25 feet except as otherwise provided in this section.
 - b. There shall be a front yard of not less than 35 feet on a lot or plot that abuts a thoroughfare as shown on the ~~adopted~~ city zoning map thoroughfares plan.
 - c. ~~Where a lot or plot is located at the intersection of two or more streets there shall be a front yard on each street side of each corner lot.~~
 - d. ~~No accessory buildings shall project beyond the front yard line of any street.~~
 - (3) *Side yard regulations.* There shall be a side yard on each side of a building, each having a width of not less than five feet, except for non-residential uses, the width shall be no less than 20 feet if abutting another one-family residence district lot.
 - (4) *Rear yard regulations.* There shall be a rear yard having a depth of not less than 25 percent of the lot or plot depth, or 18 percent of the lot or plot depth for a two-street corner lot.
 - (5) *Lot or plot area regulations.*
 - a. Every lot or plot ~~upon which a one-family dwelling is erected~~ shall contain an area of not less than 8,000 square feet.
 - b. Every lot or plot upon which a two-family dwelling is erected or altered shall contain an area of not less than 10,000 square feet.
 - (6) *Lot width and depth regulations.* Every lot or plot ~~on which a one-family dwelling or a two-family dwelling is erected~~ shall have a minimum width of not less than 70 feet at the building setback line, and a minimum depth of not less than 110 feet.
- (f) *Supplemental regulations.* Additional regulations in the R-1 low density residence district are set forth in article VI.

(Code 1976, § 11.07; Ord. No. 407 2nd series, § 1, 12-21-1998; Ord. No. 443, § 3, 11-6-00; Ord. No. 529 2nd series, § 1, 7-5-2005; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 699 2nd series, § 1, 9-9-2015; Ord. No. 712 2nd series, § 1, 9-13-2016; Ord. No. 732 2nd Series, § 1, 1-8-2019)

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 4/23/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of Ordinance - amending Section 86-107 General industrial district
Background Information:	<p>The City has several areas outside of agricultural district that are used for agricultural activity. Currently, such uses are not listed as a permitted use in any zoning district other than Agricultural. However, it is reasonable that owners want to use open areas for some business activity prior to eventually developing it; such business activity may include growing and harvesting row crops on vacant land.</p> <p>In light of the above, it makes sense to add growing row crops as a conditional use to I-2 general industrial district, since there are large open areas within I-2 district, and this kind of activity – low labor and visitor intensive – does not contradict its objective. Staff would like to have this ordinance changed before growing season starts in the spring; this change is not related to the recently adopted Comprehensive Plan, so this section will have to be revised in the future to align it with the Plan.</p> <p>As a side note, there are some areas used for agricultural activities in the general business district, but they will be dealt with differently. In order to avoid a CUP, which stays with the property, we will utilize interim use permits issued for a year or two. All conditional and interim use permits will come in front of the Planning Commission and the Council for approval.</p> <p>The Planning Commission conducted a public hearing on April 10, 2024, and unanimously recommended approval.</p> <p>At its March 12, 2024, meeting, Legislation and Ordinance committee also reviewed this change and recommended approval.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Planning Commission and staff recommend that the Council introduce the Ordinance amending Section 86-107 General industrial district.

**CITY OF MARSHALL
ORDINANCE GENERAL INDUSTRIAL**

The Common Council of Marshall do ordain as follows:

SECTION 1: **AMENDMENT** “Section 86-107 I-2 General Industrial District” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 86-107 I-2 General Industrial District

- (a) *Intent; scope.* This section applies to the I-2 general industrial district. This I-2 district provides a location for heavier industrial and manufacturing activities, without encroachment by incompatible use areas.
- (b) *Permitted uses.* The following uses shall be permitted in the I-2 industrial district:
 - (1) Animal hospitals.
 - (2) Auto parts and accessories sales.
 - (3) Automobile and truck parking lots and garages.
 - (4) Bottling establishments.
 - (5) Building materials sales and storage and lumberyard.
 - (6) Camera and photographic supplies manufacture.
 - (7) Carpenter and cabinet shops, plumbing and heating shops, and janitorial services.
 - (8) Cartage and express facilities.
 - (9) Cartography, bookbinding, engraving, publishing, job printing, lithographing and copying.
 - (10) Cleaning and dyeing.
 - (11) Contractor's offices, shops and yards for plumbing, heating, glazing, painting, paper hanging, roofing, ventilating, air conditioning, masonry, electrical and refrigeration supplies.

- (12) Egg grading, sorting and wholesale business.
- (13) Electric light or power generating station.
- (14) Electrical and electronic products manufacture.
- (15) Electrical service shops.
- (16) Fallout shelters.
- (17) Farm equipment sales and service.
- (18) Farm, feed and seed supply stores.
- (19) Feed and seed processing.
- (20) Freight terminal.
- (21) Fuel and ice sales and storage.
- (22) Garages and storage, repair and servicing of motor vehicles.
- (23) Governmental service buildings.
- (24) Highway maintenance shops and yards.
- (25) Ice plant.
- (26) Industrial training schools.
- (27) Industrial truck and equipment sales and service shops.
- (28) Jewelry manufacture.
- (29) Kennels.
- (30) Landscaping including outside material storage.
- (31) Leather goods.
- (32) Manufacturing, processing, and associated storage, servicing and testing.
- (33) Medical, dental and optical equipment manufacture.
- (34) Mobile home and camping trailer sales.

- (35) Musical instruments manufacture.
- (36) Printing.
- (37) Public utility structure (industrial).
- (38) Railroad rights-of-way.
- (39) Rentals of industrial type equipment.
- (40) Research, experimental or testing stations.
- (41) Soft drink and bottling establishments (enclosed).
- (42) Storage or warehousing, when completely enclosed within a building.
- (43) Telephone exchange.
- (44) Trophy and award manufacturing or assembling.
- (45) Warehouses.
- (46) Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.
- (47) Wholesale business and office establishments.

(c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the I-2 industry district:

- (1) All uses customarily incidental to the uses permitted in subsections (a) and (b) of this section.
- (2) Off-street parking and loading as regulated by article VI of this chapter.
- (3) Signs, as regulated by article VI of this chapter.
- (4) Solar energy collectors and systems.

(d) *Conditional uses.* All conditional use permits for the I-2 district may only be issued if the proposed use meets the requirements of this section and also meets the general regulations as outlined in article VI and meets the eligibility for conditional use permits as specified in article II, division 2. The following uses may be allowed in the I-2 industrial district by conditional use permit:

- (1) Adult uses complying with the following regulations:

- a. The use must be contained within a building.
 - b. No sign or exterior graphics permitted except for those written in letters of the English language.
 - c. The use is not permitted within 2,000 feet of another adult use, establishment selling beer or alcoholic beverages, school, church, any residential use, library, park, daycare facility, or residential facility, as measured from property line to property line.
 - d. This use must not be greater than 2,000 square feet in total building floor area and contained in one building on a lot, plot, or property.
- (2) Automobile and truck sales or used car lots.
 - (3) Billboards.
 - (4) Brewpubs, microbreweries, and breweries.
 - (5) Cultivation, maintenance, and harvest of plants for the sale or other commercial use.
 - (6) Day care facility serving any number of individuals.
 - (7) Processing, or storage and stockpiling of sand, gravel, stone or other raw material.
 - (8) Greenhouses (commercial).
 - (9) Gas stations.
 - (10) Hazardous chemicals (processing/storage).
 - (11) Heliport.
 - (12) Junkyards, wrecking yards or auto salvage yards.
 - (13) Meat and butcher shops and cold storage lockers.
 - (14) Meat processing plants.
 - (15) Municipal or other governmental administration or service buildings, police and fire stations, and post office stations.
 - (16) Other industrial uses of the same general character as listed in subsection (b).
 - (17) Outdoor nurseries and tree farms.
 - (18) Public service structures including power substations, gas regulator stations,

sewage disposal plant, elevated tanks and water works.

(19) Recyclable materials processing.

(20) Restaurants.

(21) Truck stops.

(e) *Height, yard, area, lot width and lot coverage regulations.* Height, yard, area, lot width and lot coverage regulations in the I-2 district are as follows:

(1) *Height regulations.* No building shall hereafter be erected to exceed 75 feet in height.

(2) *Front yard regulations.*

- a. There shall be a front yard having a depth of not less than 25 feet except as otherwise provided in this section.
- b. There shall be a front yard having a depth of 35 feet on a lot or plot that abuts a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary.
- c. No front yard shall be required in the downtown district.

(3) *Side yard regulations.*

- a. There shall be two side yards, one on each side of a building, each having a width of not less than ten feet.
- b. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts.
- c. No side yard shall be required in the downtown district.

(4) *Rear yard regulations.*

- a. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet.
- b. No rear yard shall be required in the downtown district.

(5) *Lot coverage regulations.* There are no lot coverage regulations.

(f) *General regulations.* Additional regulations in the I-2 general industrial business district are set forth in article VI of this chapter.

(Code 1976, § 11.17; Ord. No. 443, § 3, 11-6-2000; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 606 2nd series, § 2, 3-10-2009; Ord. No. 622 2nd series, § 1, 7-27-2010; Ord. No. 655 2nd series, § 1, 5-22-2012; Ord. No. 685, § 1, 1-28-2014; Ord. No. 694 2nd series, § 1, 5-12-2015; Ord. No. 719 2nd series, § 2, 5-9-2017; Ord. No. 753 2nd series, §§ 1, 2, 7-28-2020)

Cross reference(s)—Businesses, ch. 22.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 4/23/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of Ordinance - amendment to Section 86-162 Yard Modification
Background Information:	<p>The last variance application staff had to process was a request for a reduced front yard for a garage addition. The house was located at the corner of a street and cul-de-sac, which effectively cut out a back corner out of the lot. This is not an uncommon situation for similarly located lots throughout the city, so the Council denied the request following staff recommendations, because the lot was not sufficiently unique, which is one of the conditions for “practical difficulty” test for granting a variance.</p> <p>However, during the Planning Commission meeting, one of the members questioned the general applicability of the typical front yard requirement to similar situations. During the following internal discussion, staff reviewed other circles and came to the conclusion that reducing front yard for curved portions to 15 feet instead of otherwise required 25 feet is not going to be detrimental to the neighborhoods. In fact, most likely, for all practical purposes, this reduction will only be pertinent to some corner lots at the cul-de-sac entries, since other, pie-shaped lots will not have long enough frontage to utilize reduced yard.</p> <p>An aerial photo to illustrate this common condition is attached.</p> <p>The Planning Commission conducted a public hearing on April 10, 2024, and unanimously recommended approval.</p> <p>At its March 26, 2024, meeting, Legislation and Ordinance committee also reviewed this change and recommended approval.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Planning Commission and staff recommend that the Council introduce the Ordinance amending Section 86-162 Yard Modification.

**CITY OF MARSHALL
ORDINANCE YARD MODIFICATION**

NOW THEREFORE, be it ordained by the Common Council of the City of Marshall, in the State of Minnesota, as follows:

SECTION 1: **AMENDMENT** “Section 86-162 Yard Modifications” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 86-162 Yard Modifications

Measurements shall be taken from the nearest point of the wall of a building to the lot line in question, subject to the following qualifications:

- (a) Cornices, awnings, marquees, eaves, pergolas, and balconies may extend into the required front yard a distance not exceeding four feet, and the required side yard distance not exceeding two feet.
- (b) Fire escapes may extend into the required front yard a distance not exceeding five feet. Basement egress window wells may extend into required front and side yards a distance not to exceed three feet.
- (c) A landing or deck may extend into the required front yard to a distance not exceeding eight feet, if they have the floor no higher than the main floor of the building, except a landing installed at the main entrance of existing residential structure and projecting no more than four feet from the structure may extend 15 feet into required front yard. A four-foot square landing, not including stair, or a five-foot square landing serving a ramp, shall always be permitted at the main entrance of existing residential structures if replacing an existing landing. An open railing no higher than three feet may be placed around such structures.
- (d) A bay window having a bow, or angled sides, with windows on all faces projecting no more than two feet from the building wall may extend 20 feet into required front yard.
- (e) The architectural features listed in paragraphs (1) through (4) may also extend into the required rear yard to the same extent as permitted for extension into the required front yard. If an easement coincides with, or is wider than, a required yard, architectural features listed in paragraphs (1) and (2) may extend into such easement not more than two feet with written approval of the city engineer.
- (f) Retaining walls, fences, and other similar structures located in any yard shall not exceed seven feet in height in any of the classes of residential and business districts, unless required by a condition for a variance adjustment, or conditional or interim use permit granted for unrelated issue. Barbed wire or electrical fencing materials are prohibited in these locations.
- (g) Retaining walls, fences or any other structures, both permanent and temporary, located

in the front yard of a corner lot at the intersection of streets, except pilon signs, shall not exceed three feet in height as measured above the curb within a 25-foot visibility triangle of the property corner at such intersection and within a ten-foot visibility triangle adjacent to alleys and driveways.

- (h) On double frontage lots, the required front yard shall be provided on both streets. On corner lots, the required front yard shall be provided on all streets. On curved portions of cul-de-sac lot frontages, the required front yard may be reduced to 15 feet.
- (i) In determining the depth of rear yard for any building where the rear yard opens into an alley, one-half the width of the alley, but not exceeding ten feet, may be considered as a portion of the rear yard.
- (j) Any structure, including fences, built in the rear or side yard that opens into an alley, must not be placed less than three feet from the property line defining this alley. Any garage with overhead door facing, and having a direct vehicle access from, an alley must not be placed less than 18 feet from the alley.
- (k) No front, side or rear yard shall be required in the downtown district, except single family houses and duplexes.
- (l) On a corner lot fronting two intersecting streets, either yard opposite the street may be designated the rear yard; in case of a triangular corner lot, the yard not adjacent to streets shall be designated the rear yard but shall meet the setback requirements of a side yard. On a corner lot fronting three streets, the yard opposite the front yard located between two other front yards shall be designated the rear yard but shall meet the setback requirements of a side yard.
- (m) On a flag lot, the lot side, which faces the street that this lot has an access from, shall be designated the front yard. For such lots, the lot depth calculations shall not include the length of the narrow access portion of the lot.
- (n) On a lot that faces, and is exclusively accessed from, a public roadway easement or recorded access easement providing access to at least one other property beyond said lot, the lot side facing the easement shall be designated the front yard.
- (o) On an interior triangular lot, no rear yard shall be required.

(Code 1976, § 11.19(4)(B); Ord. No. 374 2nd series, § 1, 8-4-1997; Ord. No. 699 2nd series, § 1, 9-9-2015; Ord. No. 725 2nd series, § 1, 1-23-2018; Ord. No. 750 2nd series, § 1, 6-23-2020; Ord. No. 21-002, § 1, 4-27-2021)

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall



Item 13.



**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 4/23/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of Ordinance - amending Section 66-55 Procedures and Section 66-53 Required
Background Information:	<p>This is a minor revision to the preliminary plat approval procedure. Section 66-55 has recently been changed to move a public hearing from the City Council meeting to the Planning Commission meeting. This proposed change will allow conducting a required public hearing at the Council meeting if the Planning Commission does not have a quorum at its regular meeting, which will speed up the process in this case. Section 66-53 change replaces submittal requirements from paper to fully digital reflecting general trends.</p> <p>At its March 12, 2024, meeting, Legislation and Ordinance committee reviewed a change to Section 66-55 and recommended approval.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	None recommended
Recommendations:	Staff recommend that the Council introduce the Ordinance amending Sections 66-55 Procedures and Section 66-53 Required.

**CITY OF MARSHALL
ORDINANCE PRELIM PLAT**

The Common Council of Marshall do ordain as follows:

SECTION 1: **AMENDMENT** “Section 66-55 Procedures” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 66-55 Procedures

- (a) One copy of any preliminary plat which includes lands abutting upon existing or established trunk highway or proposed highway which has been designated by a centerline order filed in the office of the registrar of deeds (county recorder), shall be forthwith forwarded by the city engineer to the commissioner of transportation for his written comments and recommendations. Any such plat which includes land abutting upon any existing or established county or county state aid highway shall be so forwarded to the county engineer for his written comments and suggestions. Action thereon shall be postponed for a period of 15 days pending receipt of such response. Copies of any such responses shall be submitted to the city engineer.
- (b) One copy of the preliminary plat shall be filed with the city engineer for city council use, and who shall advise the council of such filing at its next regular meeting.
- (c) The city engineer shall forward one copy of the preliminary plat to all utility providers serving the proposed subdivision.
- (d) One copy of the preliminary plat shall be kept by the city engineer. The city engineer shall check and verify the survey and plat to such extent as he deems necessary, provided that he shall check with the zoning administrator and with heads of other departments which, in his opinion, would be affected by approval of the preliminary plat in the form presented. He shall within 30 days, unless such time limit is extended by the council from the filing date, prepare a written report to the council with a copy to the planning commission, including his comments and recommendations and the comments and recommendations of the zoning administrator and other department heads.
- (e) After receipt of any comments and recommendations from the commissioner of transportation and county highway engineer and after the receipt of the report from the city engineer, the planning commission shall meet to review the preliminary plat and make its recommendation to the council.
- (f) Such meeting of the planning commission shall be held within 60 days from the date of filing extended by the equivalent of any extensions granted by the city engineer to make his report.
- (g) The Planning Commission shall hold a public hearing on the proposed preliminary plat. Notice of the public hearing shall be published in the official newspaper

designated by the City Council at least ten days prior to the hearing. The city shall mail written notification of the proposed preliminary plat to property owners located within 350 feet of the subject site. Timing of the mailed notice shall be the same as that for the published notice. The failure to give mailed notice to individual property owners or defects in the notice shall not invalidate the proceedings, provided a bona fide attempt to comply has been made. The planning commission shall review the preliminary plat, consider all oral and written reports, comments and recommendations, and adopt by majority vote of those present and voting, its own recommendation to the council stating its reasons as to whether or not to approve or disapprove the preliminary plat. Such recommendation shall be forwarded to the council, with a copy to the subdivider.

If a Planning Commission meeting is cancelled due to lack of quorum and the Planning Commission is not able to hold a public hearing, the Council may proceed without receiving a Planning Commission report; in this case, at least one public hearing still shall be held.

- (h) At any time prior to publication of a notice of public hearing, the subdivider may, in writing, withdraw his application for approval by filing such withdrawal in the office of the city engineer. If the subdivider thereafter submits a revised preliminary plat, it shall be so designated to distinguish it from the original preliminary plat, provided that a revised preliminary plat shall be entitled to the same consideration and subject to the same procedure, except that unnecessary duplications shall be avoided whenever possible.
- (i) By state law, a final decision on a preliminary plat request must be made within 120-days of submittal of a complete application unless the applicant waives this 120-day time limit. At the next regular or special meeting, which shall be held within 30 days after the public hearing, the council shall decide to approve or disapprove the preliminary plat. If its decision is to approve the preliminary plat, such approval shall be contingent upon the filing of a final plat in accordance with the requirements of this chapter; and the city engineer shall forthwith advise the subdivider of the council action. The action of approving the preliminary plat shall constitute approval of all supplementary documents including, but not limited to, the preliminary drainage and grading plan, the preliminary utility plan, the plans for construction and installation of improvements, and the proposed method of payment therefor. If any variance has been requested by the subdivider and the council approves the plat, it shall also make findings granting such variance. If its decision is to disapprove, the council shall make and adopt findings and conclusions which shall forthwith be forwarded to the subdivider.

(Code 1976, § 12.05(3); Ord. No. 723 2nd Series, § 1, 8-8-2017)

State law reference(s)—Public hearing required, Minn. Stat. § 462.358, subd. 3b.

SECTION 2: AMENDMENT “Section 66-53 Required” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 66-53 Required

Before submitting a final plat for approval, the subdivider shall have the approval of the preliminary plat so designated. A digital CAD file and a PDF file~~Six copies of the preliminary plat shall be filed in the office of the city engineer including one reduced set on 11-inch X 17-inch paper or provide in *.DXF format on a 3.5-inch disk. Additional copies may be required if highways are affected.~~ The city engineer shall note the filing date ~~on all copies.~~

(Code 1976, § 12.05(2))

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types: 1) City issued on sale intoxicating and Sunday liquor licenses
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License City of Marshall License Period From: _____ To: _____

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (check all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: Mariachi Fiesta LLC DOB _____ Social Security # _____
(corporation, partnership, LLC, or Individual)

Business Trade Name Mariachi Fiesta Business Address 329 West Main Street City Marshall

Zip Code 56258 County Lyon Business Phone 507-532-2122 Home Phone _____

Home Address _____ City _____

Licensee's Federal Tax ID # _____ Licensee's MN Tax ID# _____
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Yes No During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: _____ Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary Sunday Liquor License for Mariachi Fiesta for Cinco de Mayo
Background Information:	<p>Mariachi Fiesta located at 329 W. Main Street is normally closed on Sundays and wishes to be open for one Sunday this year for Cinco de Mayo.</p> <p>All Temporary Liquor Licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary Sunday liquor license for Mariachi Fiesta on May 5, 2024.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, April 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 04/12/2024 - 04/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	04/12/2024	EFT	0.00	2,589.13	16219
7597	ACTION SPORTS OF MINNESOTA, INC	04/19/2024	Regular	0.00	4,340.00	124337
5119	ALL FLAGS, LLC	04/12/2024	EFT	0.00	458.07	16220
7268	ALMICH, PATTI	04/12/2024	Regular	0.00	500.00	124311
0574	ALPHA VIDEO AND AUDIO, INC	04/12/2024	Regular	0.00	317.56	124312
0578	AMAZON CAPITAL SERVICES	04/12/2024	EFT	0.00	3,089.08	16221
0578	AMAZON CAPITAL SERVICES	04/19/2024	EFT	0.00	574.42	16292
3761	AMERICAN BOTTLING CO.	04/12/2024	Regular	0.00	230.40	124313
0592	AMERICAN WELDING & GAS, INC.	04/19/2024	Regular	0.00	50.02	124338
7603	ANKRUM, CHRISTY	04/19/2024	Regular	0.00	500.00	124339
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILL	04/12/2024	EFT	0.00	484.85	16222
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	04/12/2024	EFT	0.00	39.68	16223
6694	ARAMARK UNIFORM & CAREER APPAREL GROU	04/19/2024	EFT	0.00	126.94	16293
0630	ARCTIC GLACIER	04/19/2024	Regular	0.00	159.34	124340
0629	ARNOLD MOTOR SUPPLY, LLP	04/12/2024	EFT	7.85	384.37	16224
0629	ARNOLD MOTOR SUPPLY, LLP	04/19/2024	EFT	3.26	159.73	16294
6883	AT&T MOBILITY II LLC	04/12/2024	Regular	0.00	38.23	124314
0688	BELLBOY CORPORATION	04/19/2024	EFT	0.00	5,600.99	16295
0689	BEND RITE CUSTOM FABRICATION, INC.	04/12/2024	Regular	0.00	143.19	124315
0689	BEND RITE CUSTOM FABRICATION, INC.	04/19/2024	Regular	0.00	152.30	124341
0699	BEVERAGE WHOLESALERS, INC.	04/12/2024	Regular	0.00	26,291.86	124316
0699	BEVERAGE WHOLESALERS, INC.	04/19/2024	Regular	0.00	25,122.48	124342
7097	BLUESTEM PRODUCTS LLC	04/12/2024	EFT	0.00	468.00	16225
0724	BOLTON & MENK INC	04/19/2024	EFT	0.00	686.00	16296
0726	BORCH'S SPORTING GOODS, INC.	04/12/2024	EFT	0.00	330.00	16226
7595	BOT, TIMOTHY	04/12/2024	Regular	0.00	3,000.00	124317
3829	BRAU BROTHERS	04/12/2024	EFT	0.00	63.00	16227
3829	BRAU BROTHERS	04/19/2024	EFT	0.00	287.00	16297
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	04/12/2024	Regular	0.00	5,305.20	124318
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	04/19/2024	Regular	0.00	7,100.39	124343
6539	BREMER BANK CC	04/16/2024	Bank Draft	0.00	5,937.60	DFT0003844
2431	BUELTEL-MOSENG LAND SURVEYING, INC	04/12/2024	EFT	0.00	1,000.00	16228
2431	BUELTEL-MOSENG LAND SURVEYING, INC	04/12/2024	EFT	0.00	600.00	16229
6744	C&L DISTRIBUTING	04/19/2024	EFT	0.00	4,335.94	16298
6791	CAPITAL ONE	04/19/2024	Regular	0.00	20.48	124346
0802	CARLSON & STEWART REFRIGERATION, INC.	04/19/2024	EFT	0.00	261.43	16299
0815	CATTOOR OIL COMPANY, INC	04/12/2024	EFT	0.00	939.12	16230
0836	CHARTER COMMUNICATIONS, LLC	04/19/2024	EFT	0.00	46.99	16300
0836	CHARTER COMMUNICATIONS, LLC	04/19/2024	EFT	0.00	111.53	16301
5733	CLARITY TELECOM, LLC	04/12/2024	EFT	0.00	384.36	16231
5733	CLARITY TELECOM, LLC	04/12/2024	EFT	0.00	12,960.00	16232
5733	CLARITY TELECOM, LLC	04/19/2024	EFT	0.00	2,622.51	16302
7178	CLIMATE SYSTEMS, INC.	04/19/2024	Regular	0.00	591.82	124347
7394	CRESTED RIVER CANNABIS COMPANY	04/12/2024	EFT	0.00	1,998.00	16233
7599	CRISIS SYSTEMS MANAGEMENT, LLC	04/19/2024	Regular	0.00	25.00	124348
3819	DACOTAH PAPER CO	04/12/2024	EFT	0.58	61.80	16234
7102	DAHLHEIMER BEVERAGE	04/19/2024	EFT	0.00	866.77	16303
7406	DECOMM VENTURES, LP	04/12/2024	EFT	0.00	962.50	16235
7598	DEUTZ, TROY	04/12/2024	Regular	0.00	350.03	124320
0993	DIRECT DIGITAL CONTROL LLC	04/12/2024	Regular	0.00	123.29	124321
5731	DOLL DISTRIBUTING LLC	04/12/2024	EFT	0.00	26,072.93	16236
5731	DOLL DISTRIBUTING LLC	04/19/2024	EFT	0.00	9,041.43	16304
1035	ECOLAB PEST ELIMINATION SERVICES	04/19/2024	EFT	0.00	840.76	16305
1090	FASTENAL COMPANY	04/12/2024	EFT	0.00	830.95	16237

Council Check Report

Date Range: 04/12/2024 - 04/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1090	FASTENAL COMPANY	04/19/2024	EFT	0.00	155.10	16306
6410	FELLING TRAILERS, INC	04/12/2024	EFT	0.00	438.66	16238
7073	FIXEN CHIROPRACTIC	04/19/2024	EFT	0.00	55.00	16307
6770	GALLAGHER BENEFIT SERVICES, INC	04/19/2024	EFT	0.00	1,000.00	16308
1158	GALLS INC	04/12/2024	EFT	0.00	4,149.96	16239
1158	GALLS INC	04/19/2024	EFT	0.00	384.12	16309
6478	GOPHER STATE ONE CALL	04/12/2024	EFT	0.00	67.50	16240
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	04/12/2024	EFT	0.00	648.00	16241
1201	GRAINGER INC	04/12/2024	EFT	0.00	55.91	16242
6379	GRAPE BEGINNINGS, INC.	04/12/2024	EFT	0.00	700.54	16243
1215	GREENWOOD NURSERY	04/12/2024	EFT	0.00	19,113.00	16244
3760	GROWMARK INC.	04/12/2024	EFT	0.00	113.40	16245
6430	HEARTLAND ELECTRIC, INC	04/12/2024	Regular	0.00	1,366.50	124322
1271	HENLE PRINTING COMPANY	04/12/2024	EFT	0.00	1,054.27	16246
1311	HYVEE FOOD STORES INC	04/19/2024	Regular	0.00	22.45	124349
1325	ICMA RETIREMENT TRUST #300877	04/12/2024	EFT	0.00	50.00	16247
1358	INTERNAL REVENUE SERVICE	04/12/2024	Bank Draft	0.00	52.00	DFT0003809
1358	INTERNAL REVENUE SERVICE	04/12/2024	Bank Draft	0.00	276.55	DFT0003810
1358	INTERNAL REVENUE SERVICE	04/12/2024	Bank Draft	0.00	12.16	DFT0003811
1358	INTERNAL REVENUE SERVICE	04/12/2024	Bank Draft	0.00	29,549.14	DFT0003833
1358	INTERNAL REVENUE SERVICE	04/12/2024	Bank Draft	0.00	23,332.31	DFT0003834
1358	INTERNAL REVENUE SERVICE	04/12/2024	Bank Draft	0.00	8,780.04	DFT0003835
6540	INTERNATIONAL CHEMTEX, LLC	04/19/2024	EFT	0.00	976.97	16310
6458	J & M AIRCRAFT SUPPLY, INC	04/19/2024	Regular	0.00	1,725.37	124350
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/12/2024	EFT	0.00	5,468.58	16249
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/19/2024	EFT	0.00	25,434.92	16312
2036	JOHNSON BROTHERS LIQUOR COMPANY	04/12/2024	EFT	0.00	10,280.30	16251
2036	JOHNSON BROTHERS LIQUOR COMPANY	04/19/2024	EFT	0.00	25,992.99	16311
2605	JOHNSON BROTHERS LIQUOR COMPANY	04/12/2024	EFT	0.00	680.90	16250
5447	JOHNSON BROTHERS LIQUOR COMPANY	04/12/2024	EFT	0.00	1,265.43	16248
5447	JOHNSON BROTHERS LIQUOR COMPANY	04/19/2024	EFT	0.00	1,330.50	16313
7393	KINNEY CREEK BREWERY	04/12/2024	EFT	0.00	266.00	16252
4140	KRUSE FORD-LINCOLN-MERCURY, INC	04/19/2024	EFT	0.00	8.47	16314
5138	L & A SYSTEMS, LLC	04/12/2024	EFT	0.00	1,324.81	16253
5138	L & A SYSTEMS, LLC	04/19/2024	EFT	0.00	1,143.31	16315
7602	LACROIX, MARLYS	04/19/2024	Regular	0.00	500.00	124351
3653	LANGUAGE LINE SERVICES	04/12/2024	EFT	0.00	511.84	16254
1481	LEAGUE OF MINNESOTA CITIES	04/12/2024	Regular	0.00	945.00	124323
1508	LOCKWOOD MOTORS INC	04/12/2024	EFT	0.00	14.60	16255
1508	LOCKWOOD MOTORS INC	04/19/2024	EFT	0.00	175.20	16316
3065	LUTHER, ERIC	04/12/2024	EFT	0.00	38.64	16256
1545	LYON COUNTY HIGHWAY DEPARTMENT	04/12/2024	EFT	0.00	11,730.16	16257
1548	LYON COUNTY LANDFILL	04/19/2024	EFT	0.00	5.00	16317
1552	LYON COUNTY RECORDER	04/12/2024	EFT	0.00	102.00	16258
1553	LYON COUNTY SHERIFF'S DEPT.	04/19/2024	Regular	0.00	5.00	124352
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	04/12/2024	Regular	0.00	42.64	124324
1565	MACQUEEN EQUIPMENT INC.	04/19/2024	EFT	0.00	909.49	16318
6292	MADDEN, GALANTER, HANSEN, LLP	04/19/2024	EFT	0.00	451.50	16319
1576	MALLOY ELECTRIC BEARING SUPPLY	04/12/2024	Regular	0.00	33.11	124325
7582	MARSHALL COMMUNITY FOUNDATION	04/19/2024	Regular	0.00	2,500.00	124353
1616	MARSHALL CONVENTION & VISITORS BUREAU	04/12/2024	EFT	0.00	11,615.92	16259
6860	MARSHALL GIRL'S VARSITY HOCKEY	04/19/2024	Regular	0.00	1,000.00	124354
5813	MARSHALL LUMBER CO	04/12/2024	EFT	0.00	93.55	16260
5813	MARSHALL LUMBER CO	04/19/2024	EFT	0.00	272.16	16320
1633	MARSHALL MUNICIPAL UTILITIES	04/12/2024	EFT	0.00	86,089.36	16261
3545	MARSHALL RADIO	04/12/2024	EFT	0.00	2,150.00	16264
5139	MATHESON TRI-GAS INC	04/12/2024	Regular	0.00	48.09	124326
7153	MAVERICK WINE LLC	04/12/2024	EFT	0.00	3,203.17	16265
5924	MAXWELL FOOD EQUIPMENT	04/12/2024	Regular	0.00	6.71	124327
5924	MAXWELL FOOD EQUIPMENT	04/19/2024	Regular	0.00	10.57	124355
7077	MEDSURETY, LLC	04/12/2024	Bank Draft	0.00	10,879.70	DFT0003827

Council Check Report

Date Range: 04/12/2024 - 04/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7077	MEDSURETY, LLC	04/12/2024	Bank Draft	0.00	6,729.58	DFT0003832
7077	MEDSURETY, LLC	04/12/2024	Bank Draft	0.00	229.18	DFT0003840
4980	MENARDS INC	04/12/2024	EFT	0.00	310.45	16266
4980	MENARDS INC	04/19/2024	EFT	0.00	328.54	16321
4281	MIDWEST GLASS INC.	04/19/2024	Regular	0.00	1,840.48	124356
1818	MINNESOTA DEPARTMENT OF REVENUE	04/12/2024	Bank Draft	0.00	166.85	DFT0003812
1818	MINNESOTA DEPARTMENT OF REVENUE	04/12/2024	Bank Draft	0.00	11,863.79	DFT0003836
1818	MINNESOTA DEPARTMENT OF REVENUE	04/17/2024	Bank Draft	0.00	61,388.00	DFT0003842
1774	MINNESOTA DEPARTMENT OF LABOR & INDU:	04/12/2024	Regular	0.00	1,667.93	124328
1774	MINNESOTA DEPARTMENT OF LABOR & INDU:	04/12/2024	Regular	0.00	100.00	124329
1774	MINNESOTA DEPARTMENT OF LABOR & INDU:	04/19/2024	Regular	0.00	100.00	124357
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	04/19/2024	EFT	0.00	6,830.00	16322
3669	MINNESOTA STATE RETIREMENT SYSTEM	04/12/2024	Bank Draft	0.00	10,757.47	DFT0003830
1757	MN CHILD SUPPORT PAYMENT CENTER	04/12/2024	Bank Draft	0.00	386.70	DFT0003825
1757	MN CHILD SUPPORT PAYMENT CENTER	04/12/2024	Bank Draft	0.00	170.74	DFT0003826
1807	MN MUNICIPAL BEVERAGE ASSOCIATION	04/12/2024	Regular	0.00	899.00	124330
2512	NATIONWIDE RETIREMENT	04/12/2024	Bank Draft	0.00	325.00	DFT0003807
2512	NATIONWIDE RETIREMENT	04/12/2024	Bank Draft	0.00	1,189.34	DFT0003808
2512	NATIONWIDE RETIREMENT	04/12/2024	Bank Draft	0.00	100.00	DFT0003820
1938	NEWMAN SIGNS	04/12/2024	EFT	0.00	74.03	16267
1945	NORM'S GTC	04/12/2024	Regular	0.00	137.39	124331
1945	NORM'S GTC	04/19/2024	Regular	0.00	145.54	124358
5216	NORTHERN BALANCE AND SCALE, INC	04/12/2024	EFT	0.00	126.50	16268
1960	NORTHERN SAFETY TECH	04/12/2024	Regular	0.00	244.76	124332
7325	NUTRITION EXCELLENCE LLC	04/12/2024	Regular	0.00	650.50	124333
6463	OFFICE OF MNIT SERVICES	04/19/2024	Regular	0.00	709.62	124359
5891	ONE OFFICE SOLUTION	04/12/2024	EFT	0.00	175.99	16269
5891	ONE OFFICE SOLUTION	04/19/2024	EFT	0.00	33.42	16323
6190	OPG-3 INC	04/12/2024	EFT	0.00	9,600.00	16270
5205	PAINTED PRAIRIE VINEYARD, LLC	04/12/2024	EFT	0.00	312.00	16271
2019	PAUSTIS WINE COMPANY	04/12/2024	EFT	0.00	4,791.67	16272
5707	PAYPAL INC	04/15/2024	Bank Draft	0.00	29.99	DFT0003843
6004	PECORE, PATRICIA JO	04/12/2024	EFT	0.00	840.00	16273
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	04/19/2024	EFT	0.00	27.00	16324
2028	PERA OF MINNESOTA REG	04/12/2024	Bank Draft	0.00	56,897.76	DFT0003828
6166	PULVER MOTOR SVC, LLC	04/12/2024	EFT	0.00	80.00	16274
6166	PULVER MOTOR SVC, LLC	04/19/2024	EFT	0.00	80.00	16325
7322	QUADIANT FINANCE USA, INC	04/19/2024	Regular	0.00	507.99	124360
2199	RAFF, ED	04/12/2024	EFT	0.00	24.00	16275
1211	ROKEH, JASON	04/12/2024	EFT	0.00	367.38	16276
2201	RUNNING SUPPLY, INC	04/12/2024	EFT	0.00	123.37	16277
7604	SAPP, DANIEL	04/19/2024	Regular	0.00	370.00	124361
2253	SEELYE PLASTICS INC	04/12/2024	EFT	0.00	1,046.46	16278
3495	SMSU	04/12/2024	EFT	0.00	2,200.00	16279
4855	SOUTHERN GLAZER'S	04/12/2024	EFT	0.00	14,516.10	16280
4855	SOUTHERN GLAZER'S	04/19/2024	EFT	0.00	15,332.89	16326
2311	SOUTHWEST GLASS CENTER, INC	04/19/2024	EFT	0.00	33.82	16327
4510	STANDARD & POORS FINANCIAL SERVICES,LLC	04/12/2024	Regular	0.00	21,105.00	124334
6800	STOCKWELL ENGINEERS	04/12/2024	EFT	0.00	134,230.00	16281
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	04/12/2024	Regular	0.00	180.00	124335
4734	TESSMAN COMPANY	04/19/2024	EFT	0.00	4,190.00	16328
0875	THE COMPUTER MAN INC	04/12/2024	EFT	0.00	3,257.00	16282
2143	THOFT ENTERPRISES LLC	04/12/2024	EFT	0.00	3,600.00	16283
2143	THOFT ENTERPRISES LLC	04/19/2024	EFT	0.00	8,859.60	16329
2428	TITAN MACHINERY	04/12/2024	EFT	0.00	2,566.50	16284
7282	TOUHEY, KEVIN	04/19/2024	Regular	0.00	450.00	124362
6786	TRUCK CENTER COMPANIES EAST LLC	04/19/2024	EFT	0.00	672.36	16330
6156	TRUE BRANDS	04/12/2024	EFT	0.00	704.93	16285
1423	TRUEDSON, SCOTT	04/12/2024	EFT	0.00	109.99	16286
2484	UNITED STATES POSTAL SERVICE	04/19/2024	Regular	0.00	25.00	124363
2511	USA BLUE BOOK	04/12/2024	EFT	0.00	93.95	16287

Council Check Report

Date Range: 04/12/2024 - 04/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3443	VALIC DEFERRED COMP	04/12/2024	Bank Draft	0.00	1,055.77	DFT0003821
3443	VALIC DEFERRED COMP	04/12/2024	Bank Draft	0.00	1,396.15	DFT0003822
7576	VAN HYFTE, MELISSA	04/12/2024	Regular	0.00	120.00	124336
6901	VAN METER INC	04/12/2024	EFT	5.94	587.96	16288
1448	VANLEEUWE, SARA J.	04/12/2024	EFT	0.00	500.00	16289
4489	VERIZON WIRELESS	04/19/2024	EFT	0.00	35.01	16331
4489	VERIZON WIRELESS	04/19/2024	EFT	0.00	39.02	16332
2538	VIKING COCA COLA BOTTLING CO.	04/12/2024	EFT	0.00	481.70	16290
6085	VOYA - INVESTORS CHOICE	04/12/2024	Bank Draft	0.00	2,243.26	DFT0003831
7601	WALLEN, DOUGLAS	04/19/2024	Regular	0.00	1,500.00	124364
2599	WINE COMPANY	04/12/2024	EFT	0.00	508.20	16291
6330	WRS CO. LLC	04/19/2024	Regular	0.00	1,037.00	124365
2632	ZIEGLER INC	04/19/2024	EFT	0.00	345.38	16333

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	83	52	0.00	114,357.24
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	233,749.08
EFT's	266	113	17.63	516,834.73
	373	189	17.63	864,941.05

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	83	52	0.00	114,357.24
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	233,749.08
EFT's	266	113	17.63	516,834.73
	373	189	17.63	864,941.05

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2024	864,941.05
			864,941.05

**CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**

4/23/2024

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	66,794.00			11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	39,670.13	3,885,167.44		3,518,016.32		35,535.52	331,615.60	91.46%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00		-	720.00	99.59%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00	51,540.63				23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00					2,913,100.00	0.00%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60		1,565,706.60					1,565,706.60	0.00%
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.60		132,504.60					132,504.60	0.00%
ST-002	495-43300-55170	3/26/2024	Bituminous Overlay on Various City Streets	Central Specialties Inc.	610,442.88		610,442.88					610,442.88	0.00%
					<u>14,344,093.39</u>	<u>795,108.13</u>	<u>15,139,201.52</u>	<u>118,334.63</u>	<u>3,695,016.32</u>	<u>0.00</u>	<u>0.00</u>	<u>47,357.52</u>	<u>5,577,549.05</u>



**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 4/23/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 23, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the request of Karen Owen for a Conditional Use Permit for a duplex in an R-1 district
Background Information:	<p>This is a request to have a single ownership duplex in an R-1 One Family Residence District.</p> <p>The lot size is adequate for a duplex and all yard regulations will be complied with.</p> <p>One Family Residence District regulations are in Section 86-97. The Conditional Use Permit regulations are found in Section 86-46 and the Standards for Hearing are found in Section 86-49.</p> <p>Please see attached Finding of Facts for more detailed information.</p> <p>The Planning Commission conducted a public hearing on April 10, 2024, and unanimously recommended approval</p>
Fiscal Impact:	None Known
Alternative/ Variations:	None recommended.
Recommendations:	Planning Commission recommends a motion to recommend approval of the request to grant a Conditional Use Permit for a single ownership duplex in an R-1 One Family Residence District with the following condition: The outside appearance is uniform and masks evidence of two dwellings in the building with unit front entrances facing different streets.

Marshall Planning Commission
Report to City Council – Request for Conditional Use Permit
700 East Southview Drive, City of Marshall, Lyon County, Minnesota

WHEREAS, the office of the City of Marshall Zoning Administrator received an application for conditional use permits dated March 22, 2024, for a two-family dwelling under single ownership related to property located at 700 East Southview Drive,

WHEREAS, the applicant for the conditional use permits was the property owner Karen Owen,

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

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

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

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

WHEREAS, a public hearing was scheduled for April 10, 2024, to consider the request for a conditional use permit and notice of that hearing was published and was mailed pursuant to provisions of Ordinance Sec. 86-47 and further in compliance with Minnesota Statutes;

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

- (1) Whether the proposed use is compatible with the existing neighborhood environment and use.
- (2) The adequacy of the access to roads and rights-of-way.
- (3) The additional traffic generated by facility.
- (4) The landscaping, fencing and/or screening plan.
- (5) The outside storage provisions.
- (6) The accessory buildings provisions.
- (7) The facility size.
- (8) The area of site.
- (9) The off-street parking facilities.
- (10) The density of the population and structures.
- (11) The duration of proposed interim use.
- (12) The natural features of the area.
- (13) The availability of existing utility and public service facility.
- (14) The future maintenance provisions.
- (15) Whether the proposed use will be injurious to the property or improvements in the area adjacent to such proposed use and the community as a whole.

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

- (1) The lot in question is adjacent to the R-2 one to four family district and several multi-family buildings are present in the area; additionally, based on presented drawings, proposed building will have its entrances and garages facing different streets making it look more like a single-family house when viewing from each street.

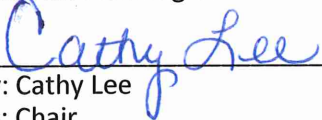
- (2) The property is a corner lot and has frontage to allow for separate accesses from adjacent streets.
- (3) No additional traffic (compared to a single-family house) will be generated on Woodfern Drive since only one unit will have access from it.
- (4) The standard R-1 landscaping requirements will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

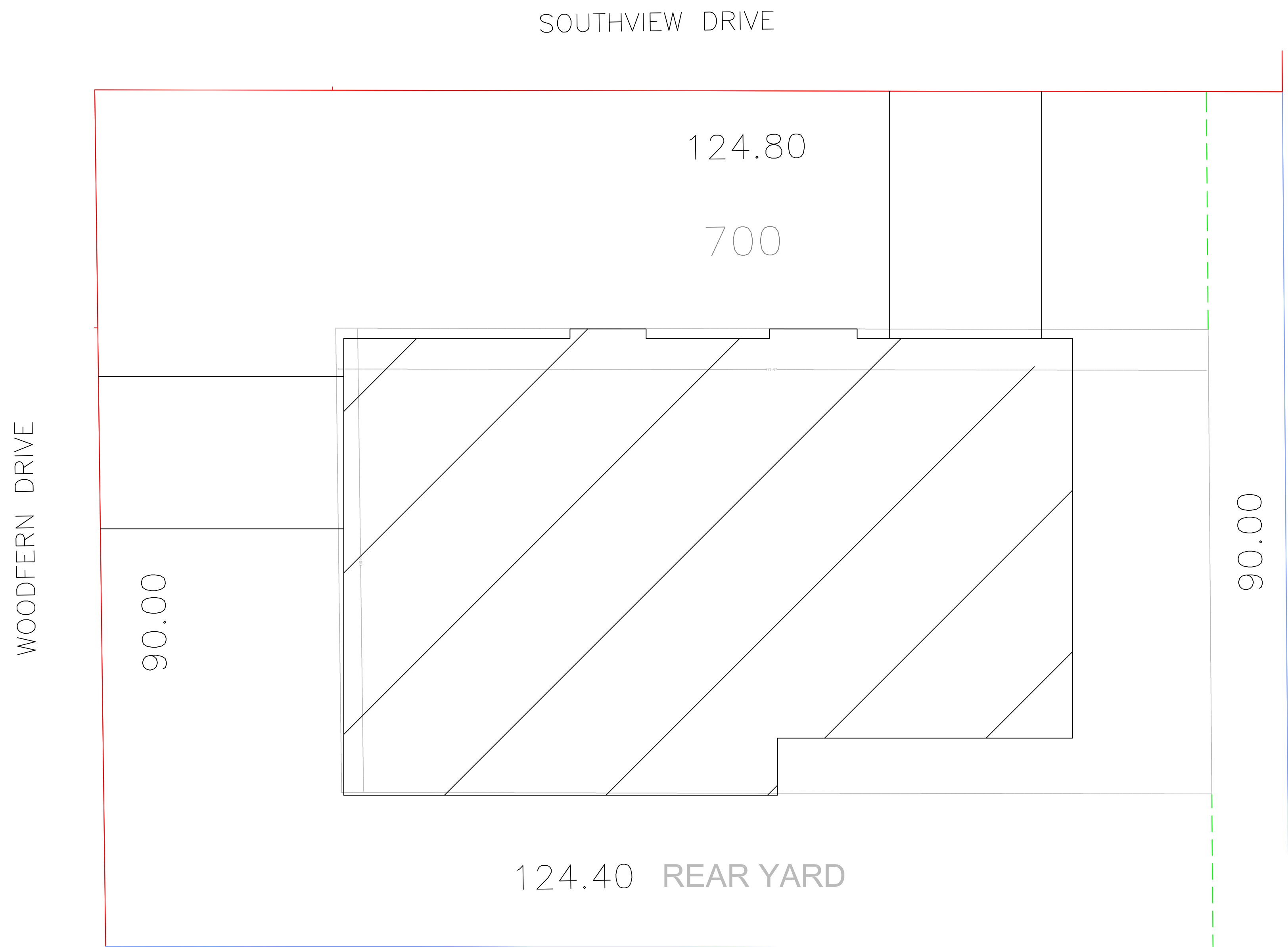
WHEREAS, the Planning Commission finds and determines the following:

1. The lot size is adequate for a duplex and all yard regulations will be complied with.
2. The outside appearance is uniform and masks evidence of two dwellings in the building with unit front entrances facing different streets, making it compatible with the neighborhood.
3. This duplex will not increase traffic and will not be injurious to the area.

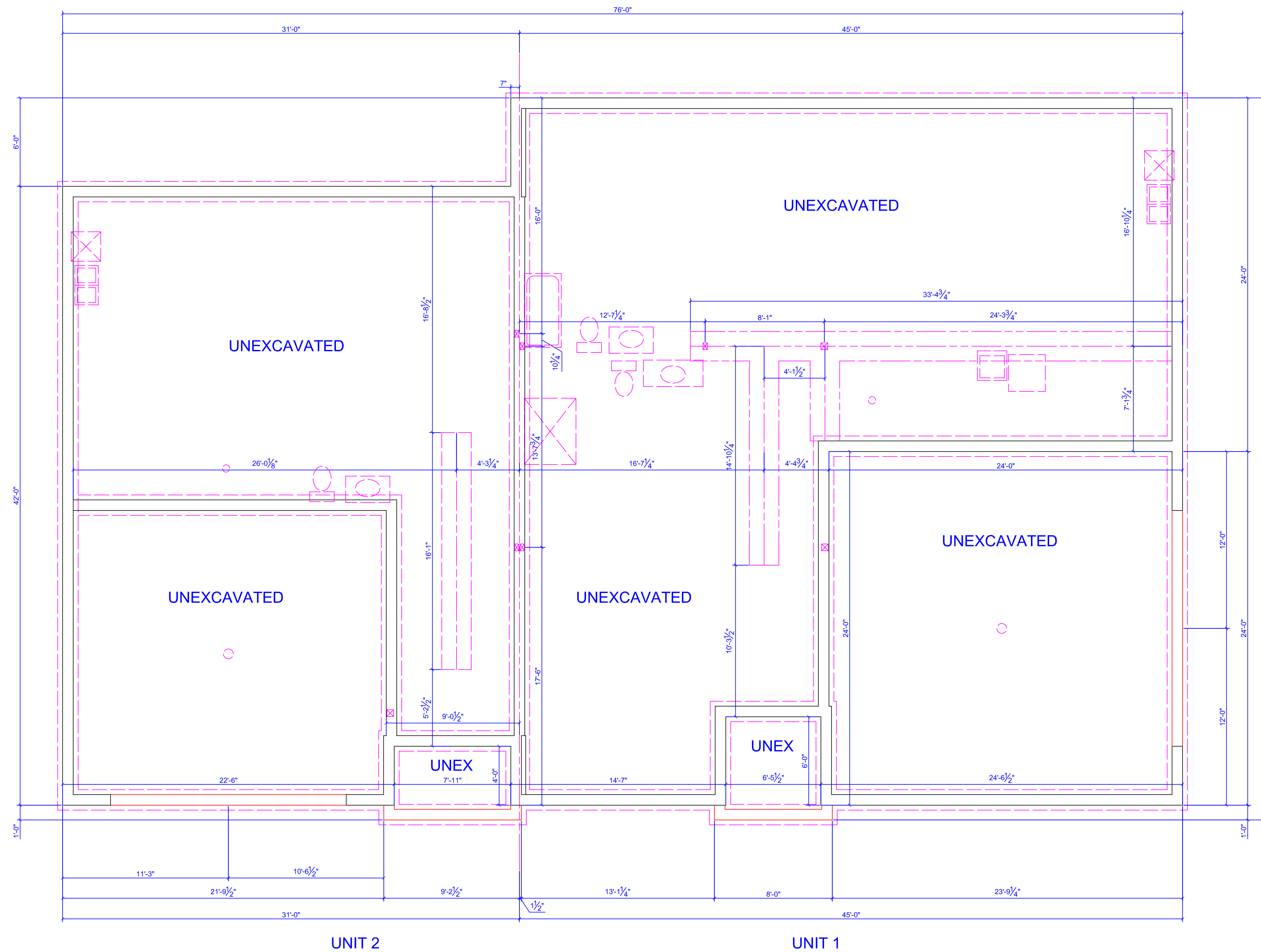
It is therefore recommended by the Planning Commission to the Marshall City Council that the conditional use permits be approved as recommended by staff.

Marshall Planning Commission


 By: Cathy Lee
 Its: Chair



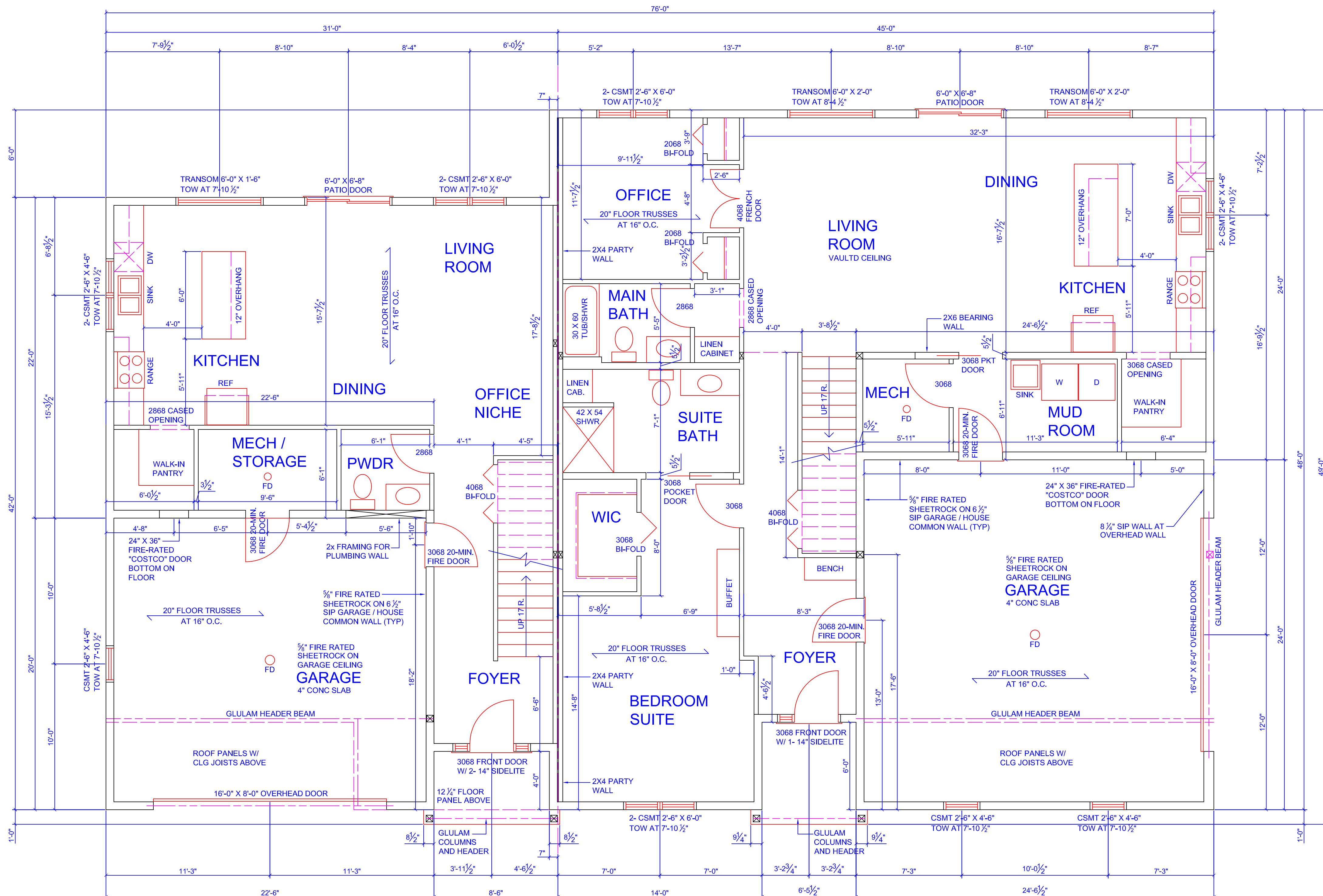
WEGNER DESIGN		MARSHALL, MN (507) 828-3823
KAREN OWEN DUPLEX MARSHALL, MN		DRAWN: 3-23-24 KW
		REVISED:
		REVISED:
		REVISED:
		REVISED:
		REVISED:
UNIT 1 GARAGE:	579 SF	P1
UNIT 1 MAIN LEVEL:	1542 SF	
UNIT 1 UPPER LEVEL:	1387 SF	
UNIT 1 TOTAL AREA:	2929 SF	
UNIT 2 GARAGE:	441 SF	
UNIT 2 MAIN LEVEL:	827 SF	
UNIT 2 UPPER LEVEL:	1161 SF	
UNIT 2 TOTAL AREA:	1988 SF	
TOTAL FINISHED AREA:	4917 SF	
DISCLAIMER: EVERY ATTEMPT HAS BEEN MADE TO CREATE AN ACCURATE PLAN. WEGNER DESIGN IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS.		



FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

WEGNER DESIGN		MARSHALL, MN (507) 828-3823
KAREN OWEN DUPLEX MARSHALL, MN		DRAWN: 3-23-24 KW
		REVISED:
		REVISED:
		REVISED:
		REVISED:
		REVISED:
UNIT 1 GARAGE:	579 SF	A1
UNIT 1 MAIN LEVEL:	1542 SF	
UNIT 1 UPPER LEVEL:	1387 SF	
UNIT 1 TOTAL AREA:	2929 SF	
UNIT 2 GARAGE:	441 SF	
UNIT 2 MAIN LEVEL:	827 SF	
UNIT 2 UPPER LEVEL:	1161 SF	
UNIT 2 TOTAL AREA:	1988 SF	
TOTAL FINISHED AREA:	4917 SF	
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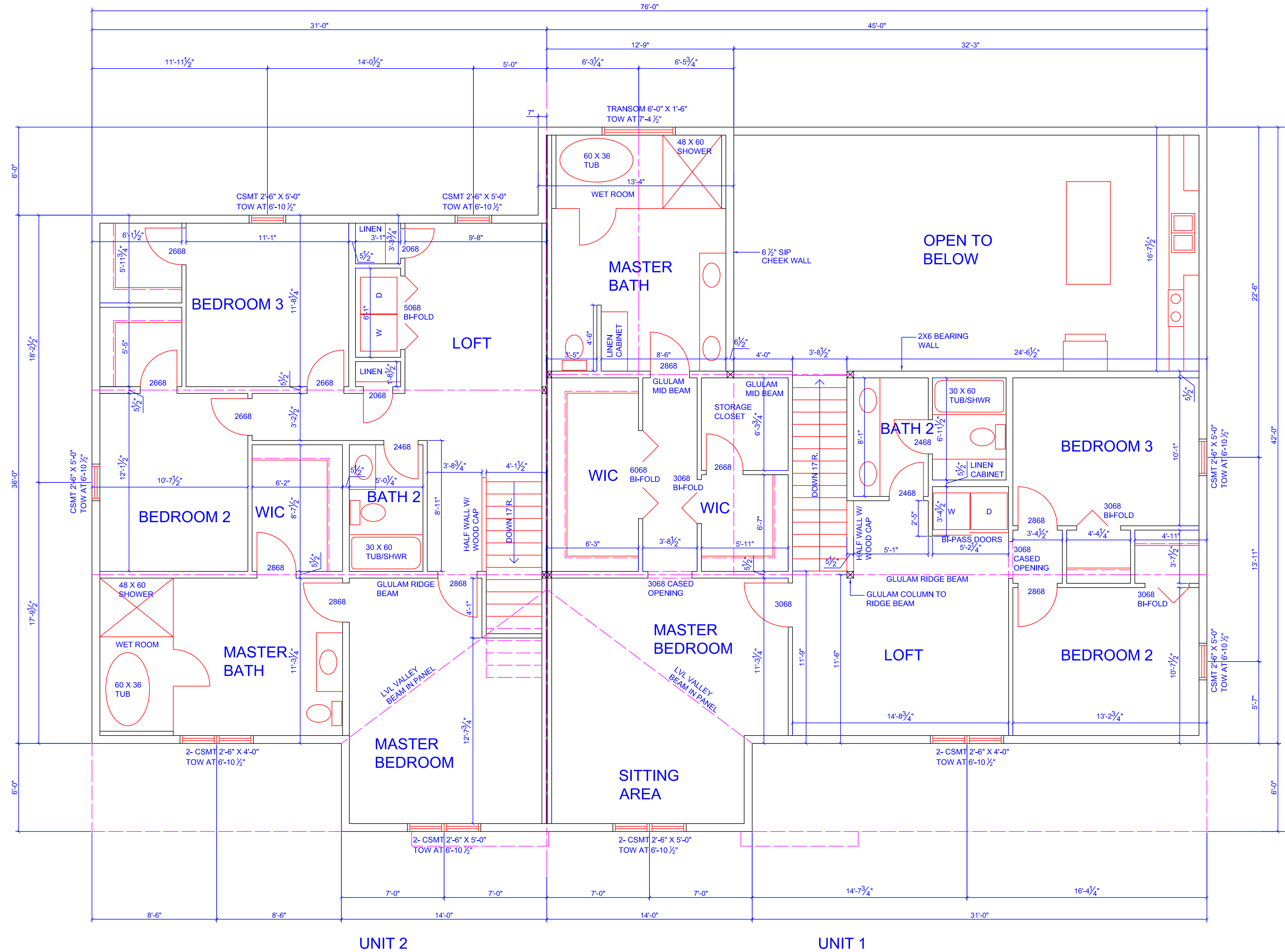
UNIT 2

UNIT 1

MAIN LEVEL PLAN

SCALE: 1/4" = 1'-0"

WEGNER DESIGN		MARSHALL, MN (507) 828-3823
KAREN OWEN DUPLEX MARSHALL, MN		DRAWN: 3-23-24 KW
		REVISED:
		REVISED:
		REVISED:
		REVISED:
		REVISED:
UNIT 1 GARAGE:	579 SF	A2
UNIT 1 MAIN LEVEL:	1542 SF	
UNIT 1 UPPER LEVEL:	1387 SF	
UNIT 1 TOTAL AREA:	2929 SF	
UNIT 2 GARAGE:	441 SF	
UNIT 2 MAIN LEVEL:	827 SF	
UNIT 2 UPPER LEVEL:	1161 SF	
UNIT 2 TOTAL AREA:	1988 SF	
TOTAL FINISHED AREA:	4917 SF	
DISCLAIMER: EVERY ATTEMPT HAS BEEN MADE TO CREATE AN ACCURATE PLAN. WEGNER DESIGN IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS.		



UPPER LEVEL PLAN

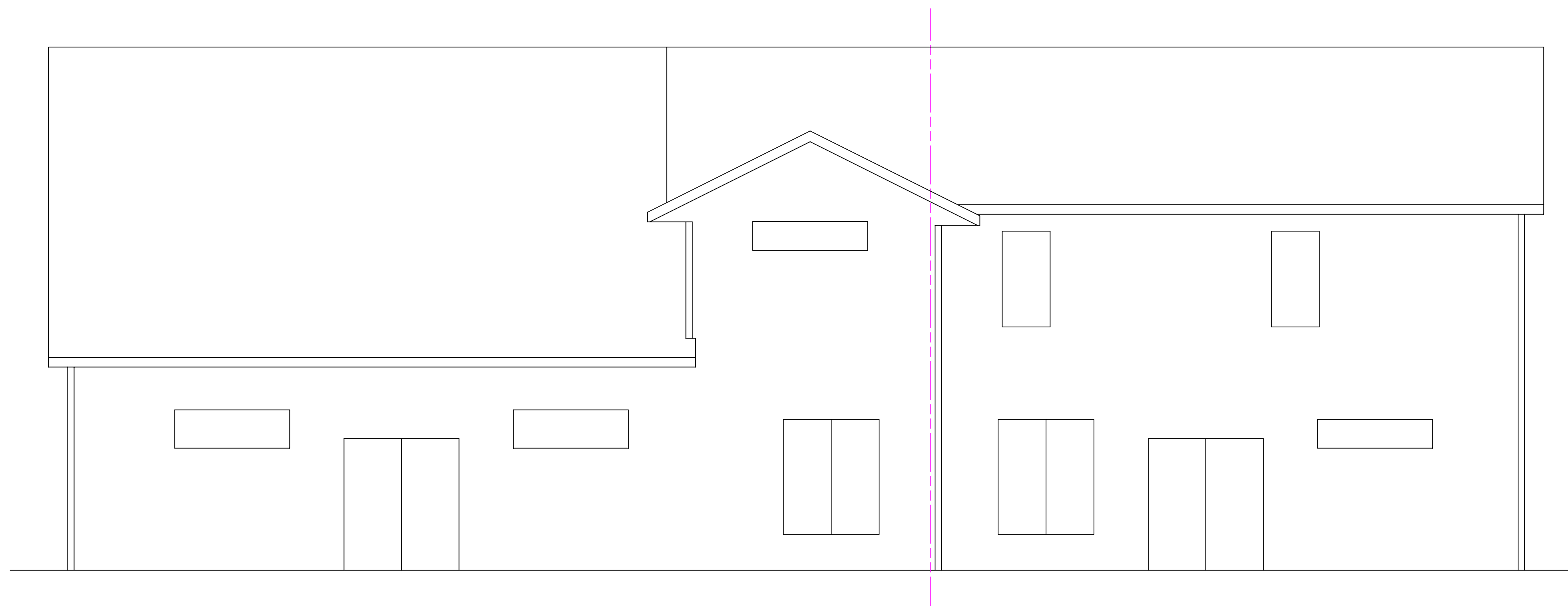
SCALE: 1/4" = 1'-0"

WEGNER DESIGN		MARSHALL, MN (507) 828-3823
KAREN OWEN DUPLEX MARSHALL, MN		DRAWN: 3-23-24 KW
		REVISED:
		REVISED:
		REVISED:
		REVISED:
		REVISED:
UNIT 1 GARAGE:	579 SF	A3
UNIT 1 MAIN LEVEL:	1542 SF	
UNIT 1 UPPER LEVEL:	1387 SF	
UNIT 1 TOTAL AREA:	2929 SF	
UNIT 2 GARAGE:	441 SF	
UNIT 2 MAIN LEVEL:	827 SF	
UNIT 2 UPPER LEVEL:	1161 SF	
UNIT 2 TOTAL AREA:	1988 SF	
TOTAL FINISHED AREA:	4917 SF	
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FRONT ELEVATION

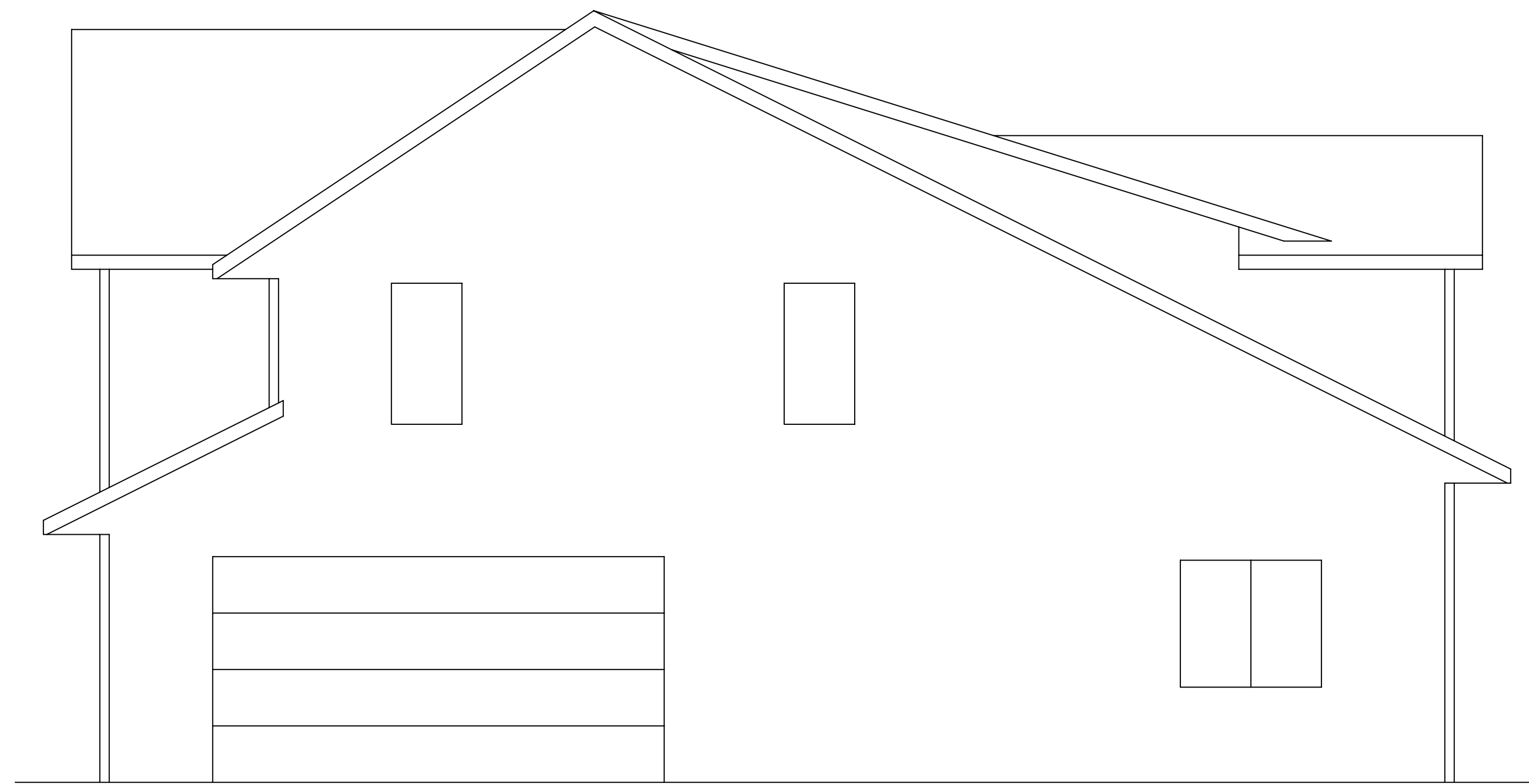
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REAR ELEVATION

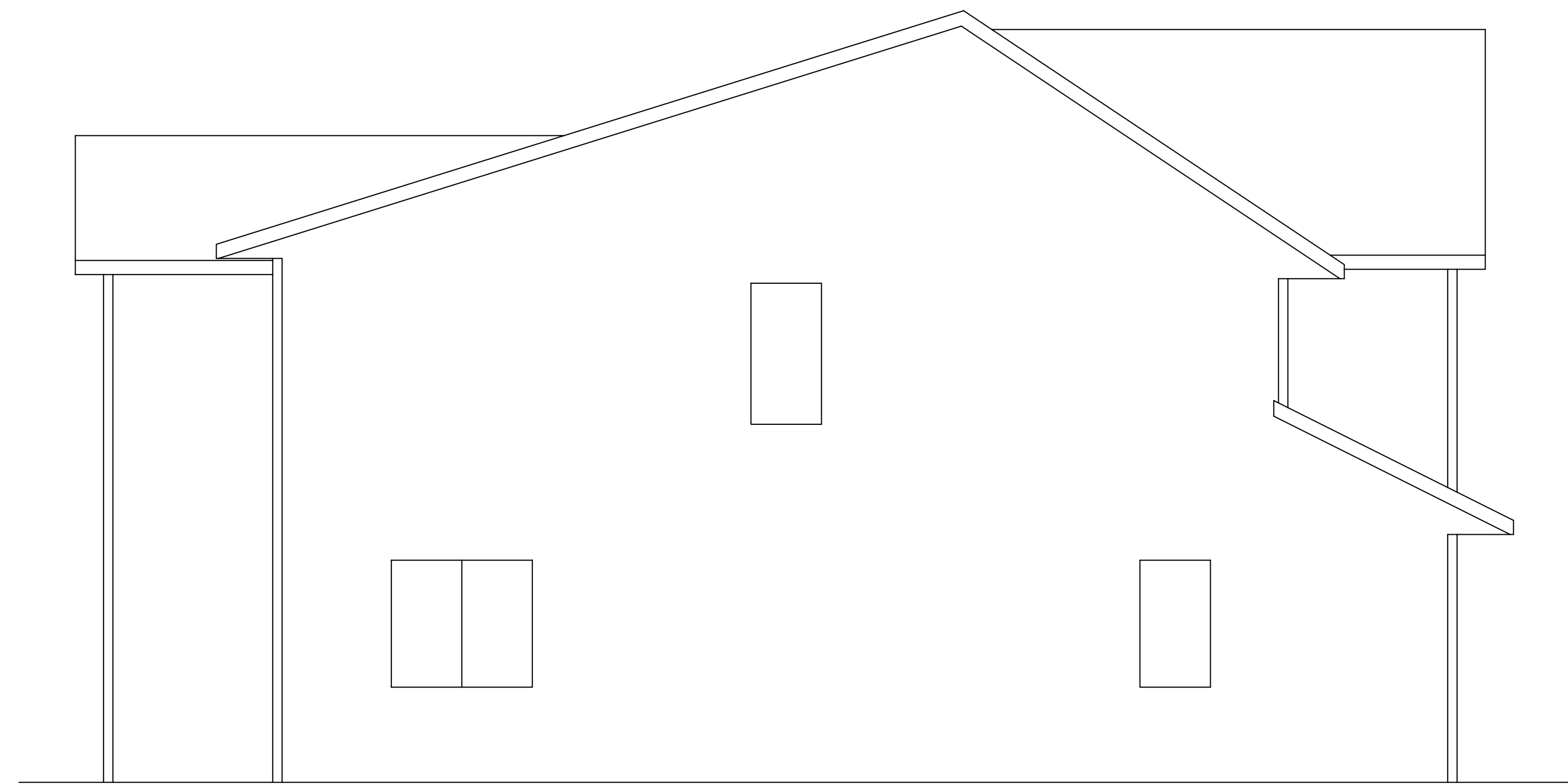
SCALE: 1/4" = 1'-0"

WEGNER DESIGN		MARSHALL, MN (507) 828-3823
KAREN OWEN DUPLEX MARSHALL, MN	DRAWN:	3-23-24 KW
	REVISED:	
	REVISED:	
	REVISED:	
	REVISED:	
UNIT 1 GARAGE:	579 SF	A4
UNIT 1 MAIN LEVEL:	1542 SF	
UNIT 1 UPPER LEVEL:	1387 SF	
UNIT 1 TOTAL AREA:	2929 SF	
UNIT 2 GARAGE:	441 SF	
UNIT 2 MAIN LEVEL:	827 SF	
UNIT 2 UPPER LEVEL:	1161 SF	
UNIT 2 TOTAL AREA:	1988 SF	
TOTAL FINISHED AREA:	4917 SF	
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RIGHT ELEVATION

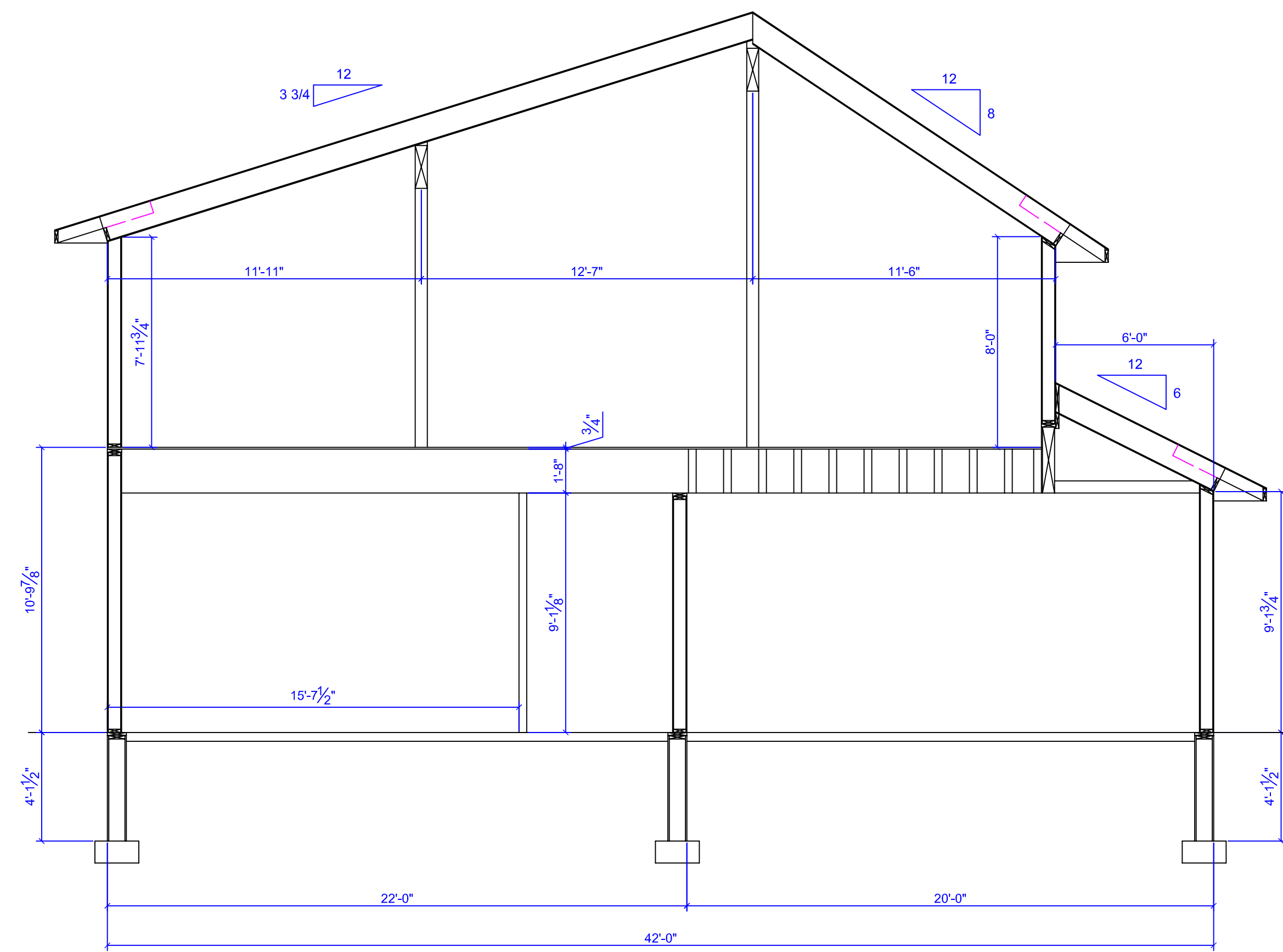
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LEFT ELEVATION

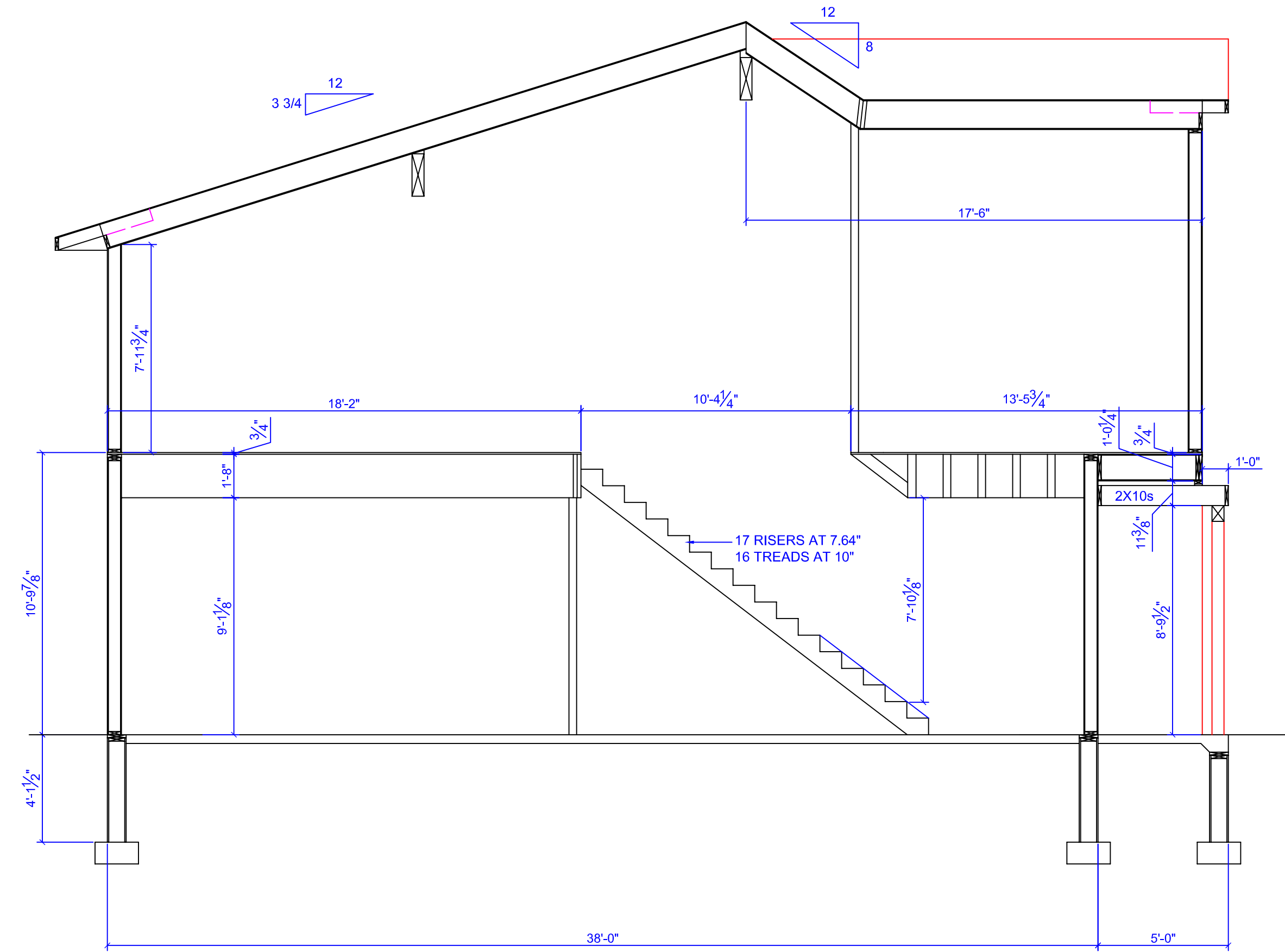
SCALE: 1/4" = 1'-0"

WEGNER DESIGN		MARSHALL, MN (507) 828-3823
KAREN OWEN DUPLEX MARSHALL, MN		DRAWN: 3-23-24 KW
		REVISED:
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UNIT 1 GARAGE:	579 SF	A5
UNIT 1 MAIN LEVEL:	1542 SF	
UNIT 1 UPPER LEVEL:	1387 SF	
UNIT 1 TOTAL AREA:	2929 SF	
UNIT 2 GARAGE:	441 SF	
UNIT 2 MAIN LEVEL:	827 SF	
UNIT 2 UPPER LEVEL:	1161 SF	
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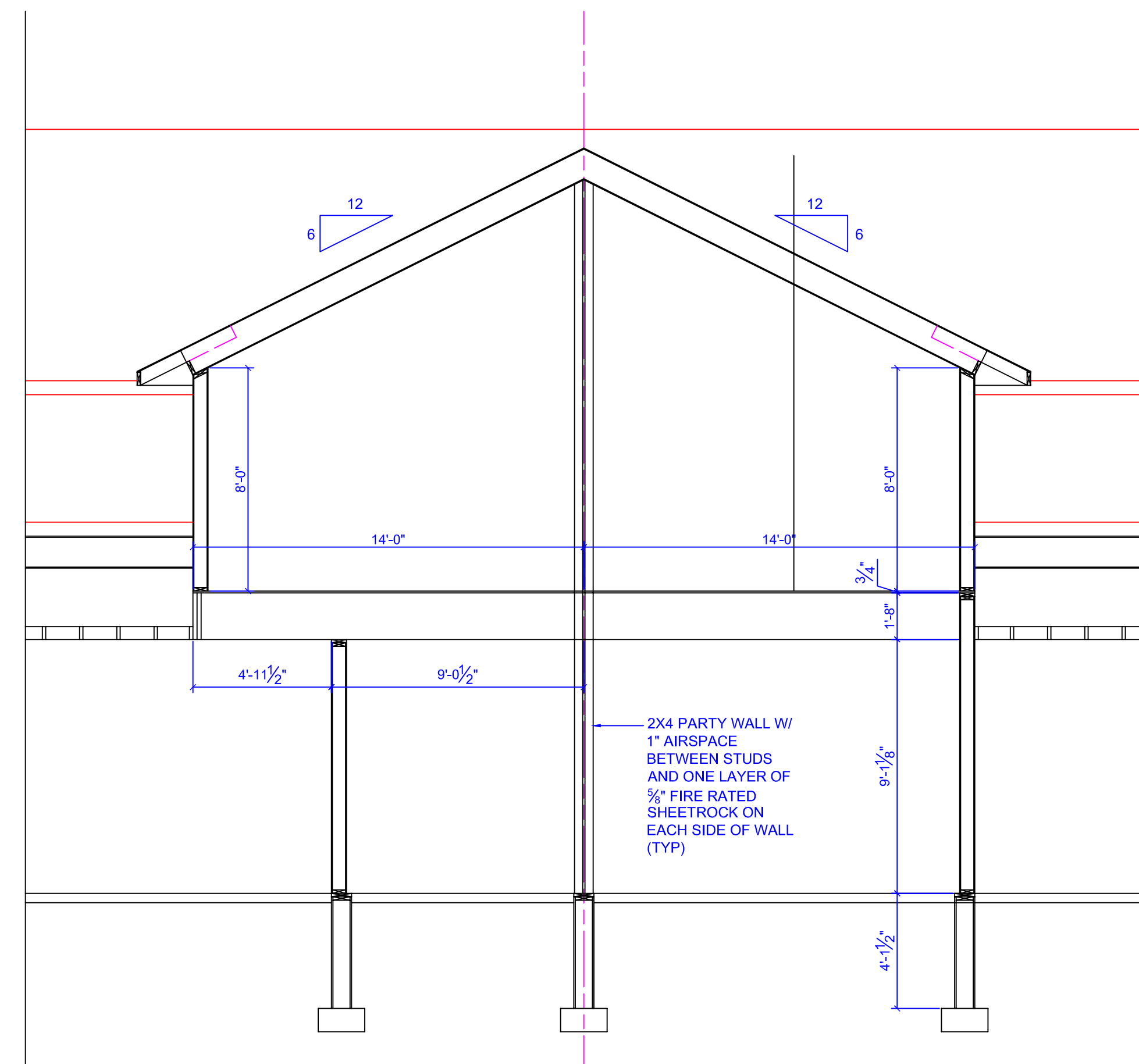
SECTION THRU UNIT 2 GARAGE AND KITCHEN

SCALE: 1/4" = 1'-0"



SECTION THRU UNIT 2 STAIRS AND LIVING ROOM

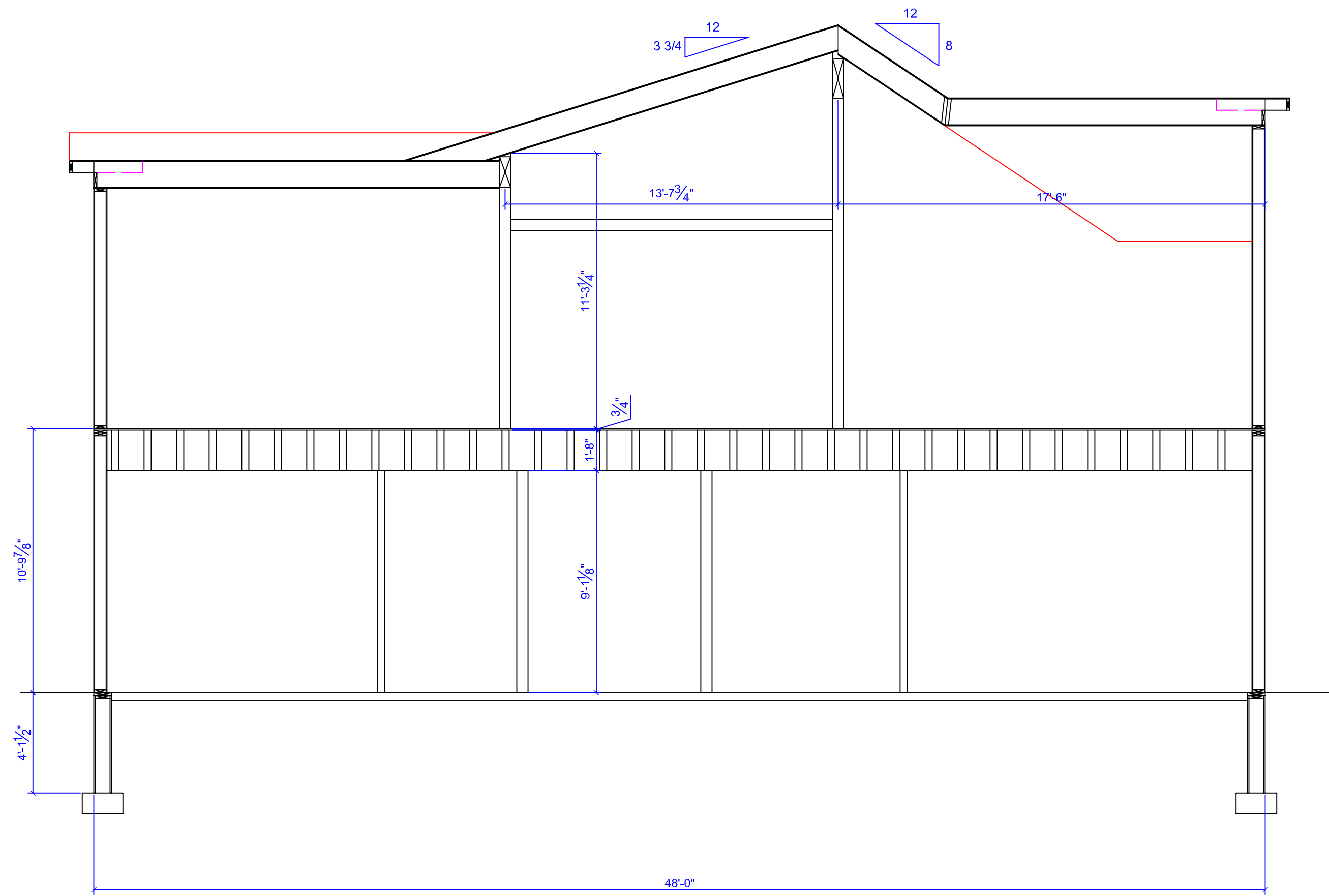
SCALE: 1/4" = 1'-0"



SECTION THRU UNITS 1 AND 2 MASTER BEDROOMS

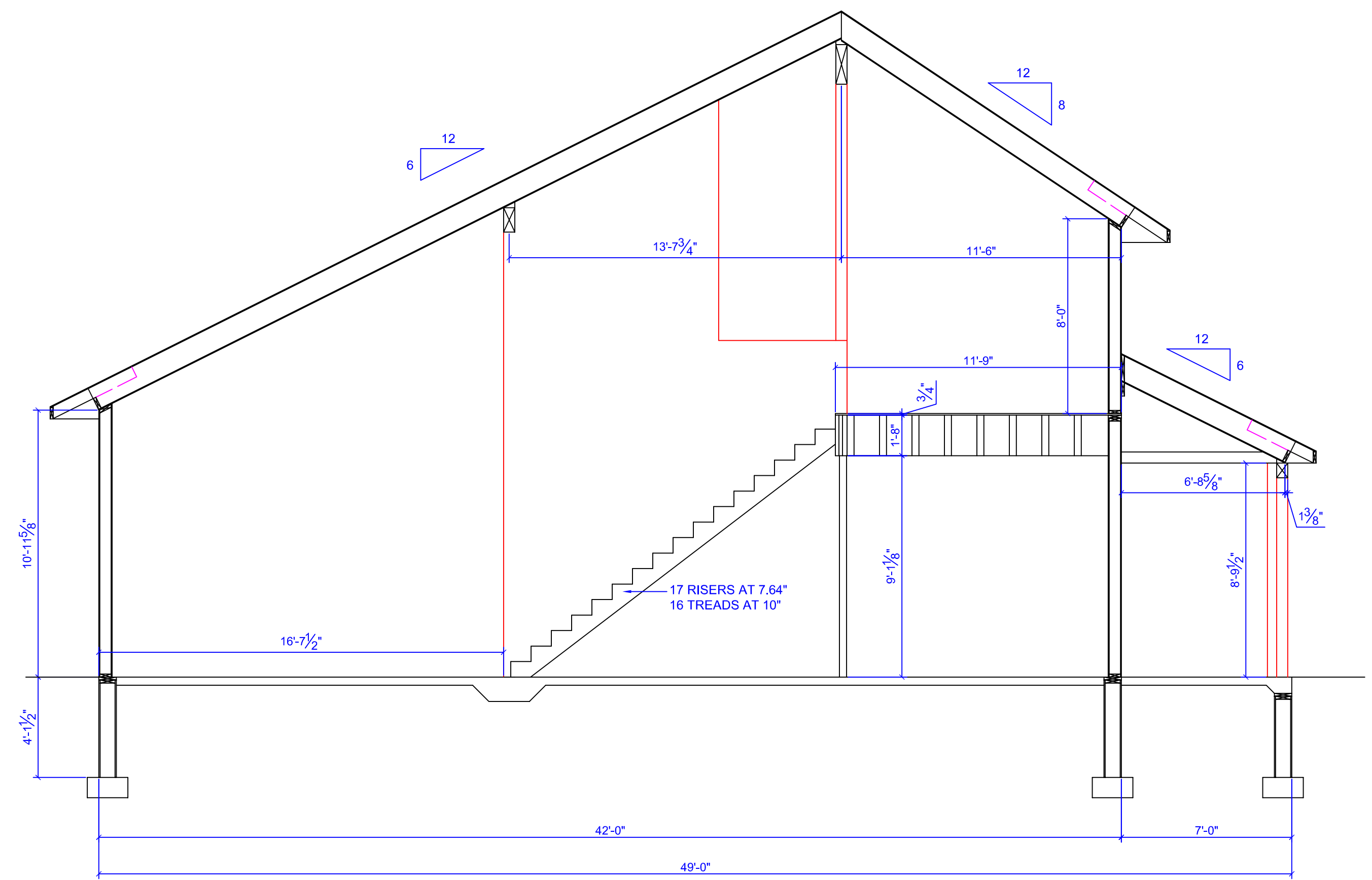
SCALE: 1/4" = 1'-0"

WEGNER DESIGN		MARSHALL, MN (507) 828-3823
KAREN OWEN DUPLEX MARSHALL, MN		DRAWN: 3-23-24 KW
		REVISED:
		REVISED:
		REVISED:
		REVISED:
		REVISED:
UNIT 1 GARAGE:	579 SF	A6
UNIT 1 MAIN LEVEL:	1542 SF	
UNIT 1 UPPER LEVEL:	1387 SF	
UNIT 1 TOTAL AREA:	2929 SF	
UNIT 2 GARAGE:	441 SF	
UNIT 2 MAIN LEVEL:	827 SF	
UNIT 2 UPPER LEVEL:	1161 SF	
UNIT 2 TOTAL AREA:	1988 SF	
TOTAL FINISHED AREA:	4917 SF	
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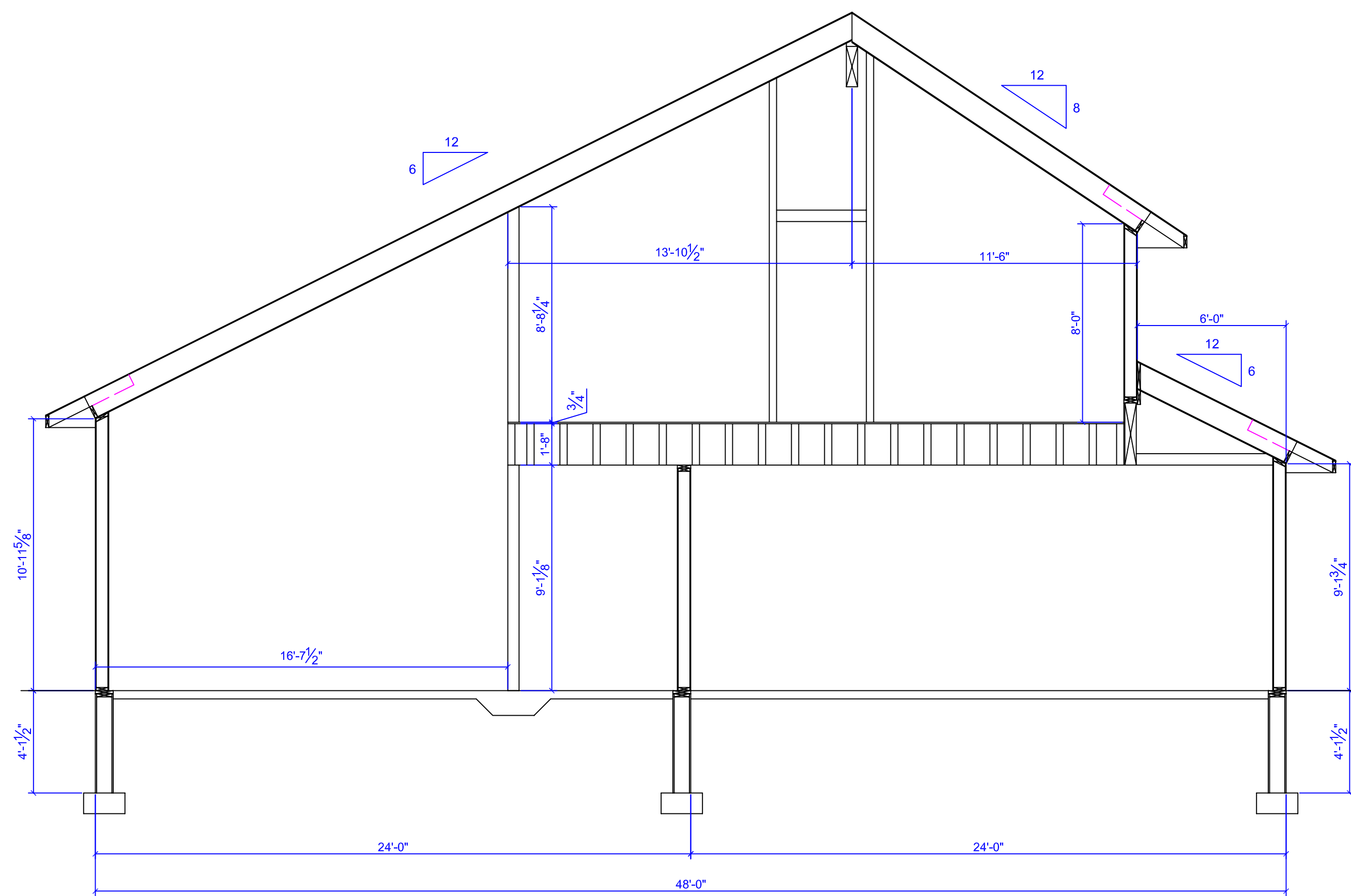
SECTION THRU UNIT 1 MASTER BEDROOM WING

SCALE: 1/4" = 1'-0"



SECTION THRU UNIT 1 STAIRS AND LIVING ROOM

SCALE: 1/4" = 1'-0"



SECTION THRU UNIT 1 GARAGE AND KITCHEN

SCALE: 1/4" = 1'-0"

WEGNER DESIGN		MARSHALL, MN (507) 828-3823
KAREN OWEN DUPLEX MARSHALL, MN		DRAWN: 3-23-24 KW
		REVISED:
		REVISED:
		REVISED:
		REVISED:
		REVISED:
UNIT 1 GARAGE:	579 SF	A7
UNIT 1 MAIN LEVEL:	1542 SF	
UNIT 1 UPPER LEVEL:	1387 SF	
UNIT 1 TOTAL AREA:	2929 SF	
UNIT 2 GARAGE:	441 SF	
UNIT 2 MAIN LEVEL:	827 SF	
UNIT 2 UPPER LEVEL:	1161 SF	
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CONDITIONAL USE PERMIT

City of Marshall, Minnesota

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

Lot1 Block 5 Southview Subdivision
City of Marshall, State of Minnesota, County of Lyon
(700 East Southview Drive)

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

WHEREAS, the City staff has designated certain conditions in the granting of such permit,

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

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

ADOPTED April 23, 2024

ATTEST:

Mayor

City Clerk

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

(SEAL)

File No. 1169

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sharon Hanson
Meeting Date:	Tuesday, April 23, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Adopt Neighborhood Park Maintenance Statements for Elaine Park and Michael Park
Background Information:	<p>See attached historical background on Elaine and Michael Park.</p> <p>In February a Public Infrastructure and Transportation (PIT) meeting was held with residents of Elaine Park following the city being approached to look at options for future maintenance of this Park.</p> <p>See letter dated February 9, 2024 and April 9, 2024 detailing correspondence to Elaine Park residents.</p> <p>Although the public meeting held in February was only with Elaine Park residents due to the initial request of the city, staff are recommending the following statement also apply to Michael Park since the development, history of maintenance and similar attributes of the Park lend well to ensure future maintenance direction is clear on this nearly identical Park.</p> <p>Staff are recommending the following action with regard to both Elaine and Michael Park:</p> <p style="padding-left: 40px;">Elaine Park and Michael Park are neighborhood parks. This means that these parks are City parks and are open to the public. They are maintained by the City on an infrequent basis because they typically serves the surrounding neighborhood, have a lower usage, and do not have a regional draw as a destination. The City will perform any extraordinary maintenance it deems is necessary for these parks such as filling a low spot that poses a hazard, removing invasive species or diseased trees, or removing fallen trees. The City will not be performing any routine maintenance such as mowing, weed spraying, tree trimming, litter removal, or leaf removal. Neighborhood parks often abut private property. The City reminds neighboring property owners that city park property is not an extension of adjoining private property.</p> <p>PIT Committee and city staff have receive counsel on this matter from City Attorney Pam Whitmore and Kennedy and Graven Attorney Sarah Sonsalla, both of whom will be present for the April 23rd Council meeting to answer any questions.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	Consider other options as presented to residents (see February 2024 letter)
Recommendations:	Adopt the following statement: Elaine Park and Michael Park are neighborhood parks. This means that these parks are City parks and are open to the public. They are maintained by the City on an infrequent basis because they typically serves the surrounding neighborhood, have a

	<p>lower usage, and do not have a regional draw as a destination. The City will perform any extraordinary maintenance it deems is necessary for these parks such as filling a low spot that poses a hazard, removing invasive species or diseased trees, or removing fallen trees. The City will not be performing any routine maintenance such as mowing, weed spraying, tree trimming, litter removal, or leaf removal. Neighborhood parks often abut private property. The City reminds neighboring property owners that city park property is not an extension of adjoining private property.</p>
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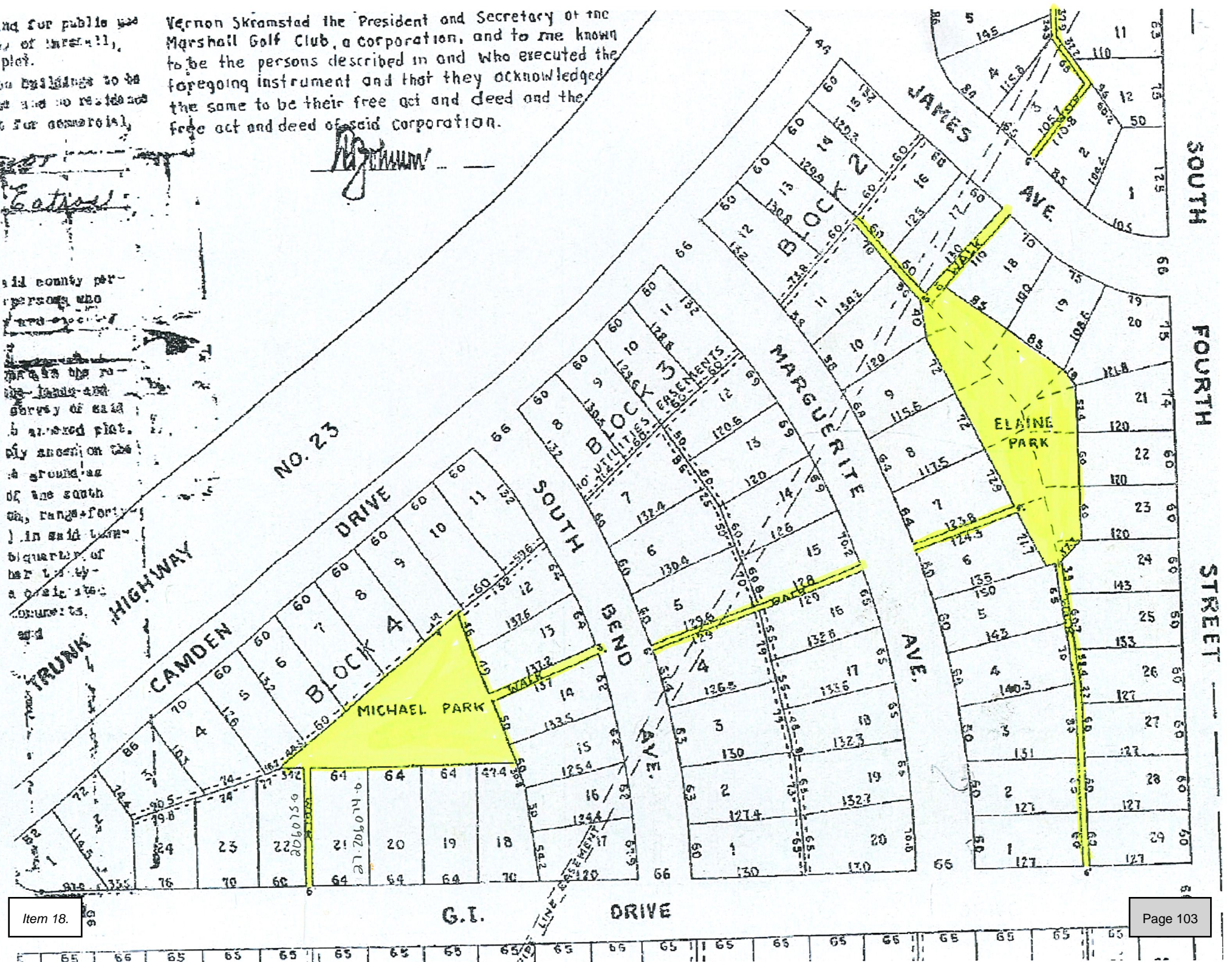
and for public use
 of Marshall,
 plot.
 on buildings to be
 and no restrictions
 for commercial.

Vernon Skramstad the President and Secretary of the
 Marshall Golf Club, a corporation, and to me known
 to be the persons described in and who executed the
 foregoing instrument and that they acknowledged
 the same to be their free act and deed and the
 free act and deed of said Corporation.

[Handwritten signature]

Notice:
 all county per-
 persons who
 and located

all county per-
 persons who
 and located
 survey of said
 to altered plot.
 ply shown on the
 a ground, as
 of the south
 on, range-fort
 in said town-
 quarter, of
 her locality
 a certified
 records.



Outlet A not included in Return

The Marshall Golf Club, a corporation and James Eatos and Marguerite Eatos, husband and wife, owners of the lands and premises lying and being in the County of Lyon and State of Minnesota as follows to-wit:

Beginning at the northeast corner of the southeast quarter of the northeast quarter of section eight (8) township one hundred eleven (111) North, range forty-one (41) East of the fifth principal meridian; thence south along and upon the east section line of said section eight (8) to the southeast corner of the northeast quarter of section eight (8), thence west along and upon the west and east section lines of said section eight (8) to a point where said quarter line intersects the southeasterly line of trunk highway number twenty-three (23) as said highway is now laid out and constructed over, across and through the said section eight (8) thence southeasterly along and upon the said southeasterly line of said highway right of way to a point where said southeasterly line of said highway right of way intersects the east section line of said section eight (8), thence south along said section line to the point of beginning, do hereby acknowledge and certify that we have caused the said lands to be surveyed, divided, and laid out into lots and blocks as shown upon the annexed plat consisting of blocks one (1), two (2), three (3), four (4), and five (5) and Outlet "A", each of which blocks have been subdivided into lots, alleys, streets, and walks as shown upon the annexed plat; block number one (1) containing twelve (12) lots numbered from one to twelve inclusive, block number two (2) containing twenty-nine (29) lots numbered from one to twenty-nine inclusive in the center of which is located a public park named "Elaine Park", block number three (3) containing twenty (20) lots numbered from one to twenty inclusive, block number four (4) containing twenty-four (24) lots numbered from one to twenty-four inclusive in the center of which is located a public park named "Michael Park", and block number five (5) containing twenty-five (25) lots numbered from one to twenty-five inclusive in the center of which is located a public park named "G.I. Drive".

Subject to the utilities easements and pipe line easement shown on said plat.

That said addition is laid out as and for an exclusive residential district and is restricted to buildings to be used for residential purposes only, except that a private garage may be built with each residence and no residence shall be built at a cost of less than \$8,000, but the owner reserves two lots from each tract for commercial purposes.

Dated at Marshall, Minnesota this eighteenth day of August, 1947.

James Eatos
Marguerite Eatos

EATROS PLACE
MARSHALL MINNESOTA
SCALE 1"=100'
V.C. JOHNSON

WITNESSES
Milton Aarseth
Vernon Skramstad

Milton Aarseth
PRESIDENT
Vernon Skramstad
SECRETARY

STATE OF MINNESOTA }
COUNTY OF LYON } ss. On this 10th day of
October 1947 before me a Notary Public within and for
said County personally appeared Milton Aarseth and
Vernon Skramstad the President and Secretary of the
Marshall Golf Club, a corporation, and to me known
to be the persons described in and who executed the
foregoing instrument and that they acknowledged
the same to be their free act and deed and the
free act and deed of said corporation.



It is shown that this 18th day of August, 1947 before me a notary public within and for said county personally appeared James Eatos and Marguerite Eatos, husband and wife, to me known to be the persons who executed the foregoing instrument and each acknowledge the same to be their free act and deed and the free act and deed of said corporation.

SURVEYOR'S CERTIFICATE

I, Virgil C. Johnson, county surveyor in and for Lyon County, Minnesota, do hereby certify that at the request of James Eatos and Marguerite Eatos, husband and wife, I have surveyed and laid out the lands and premises as described in above DEDICATION, and that I have caused a plat to be made of said survey of said premises subdividing the same into blocks, lots, streets, walks, and parks as is shown by the annexed plat, and that said plat is a correct representation of the survey, that all distances are correctly shown on the plat, and that monuments for the guidance of future surveys have been correctly placed in the grounds shown on said plat and which monuments are located as follows: one at the northeast corner of the south half of the northeast quarter of section eight (8) in township one hundred eleven (111) North, range forty-one (41) East, and the other at a point where the south line of said south half of northeast quarter of section eight (8) intersects the southeasterly right of way line of state trunk highway number twenty-three (23). That the outside boundary lines of said survey and plat are correctly shown and designated on said plat and the correctness of said lines are correctly shown on said plat. That the monuments and angles between the base line are correctly shown together with the north and south line and that all rivers, streams, lakes, ponds, swamps, and public highways in view, location, and extent are correctly located and plainly shown and designated on said plat. That said survey and plat is named "Eatros Place". Dated August 18, 1947.

Virgil C. Johnson
County Surveyor for Lyon County, Minnesota

STATE OF MINNESOTA }
COUNTY OF LYON } ss. Virgil C. Johnson being first duly sworn deposes and says that he is the County Surveyor of Lyon County, Minnesota, that he is the person who made the survey of the land and premises herein described and that the annexed plat was made in said survey, and that said survey so made is true and correct and that said plat was made from said survey, is true and correct.

Virgil C. Johnson

Subscribed and sworn to before me this 10th day of October, 1947.

Accepted, approved, and passed by the Common Council of the City of Marshall, Minnesota, this 10th day of October, 1947, pursuant to Resolution, ordered and filed, and recorded by its officers.

1 Oct 14 1947
Charles Chapman
City Clerk

1 Oct 14 1947
Charles Chapman
City Clerk



OFFICE OF
DIRECTOR OF PUBLIC WORKS/
CITY ENGINEER
344 WEST MAIN STREET
MARSHALL, MN 56258-1313
PHONE: 507-537-6773
FAX: 507-537-6830

TO: Property Owners Adjacent to Elaine Park and Michael Park

CC: Harry Weilage, Community Services Director
Dennis Simpson, City Attorney

FROM: Glenn J. Olson, P.E., Director of Public Works

DATE: January 24, 2012

RE: MICHAEL PARK / ELAINE PARK INFORMATIONAL MEETING
FEBRUARY 13, 2012 – 6:30 P.M.
MARSHALL MUNICIPAL UTILITIES BOARD ROOM
113 SOUTH 4TH STREET

You are receiving this letter because you are listed as the owner of property immediately adjacent to Elaine Park or Michael Park in Marshall, Minnesota.

An Informational Meeting will be held on Monday, February 13, 2012 at 6:30 p.m. in the Conference Room at Marshall Municipal Utilities located at 113 South 4th Street. Please enter through the side entrance door on the south side of the building.

These parks were dedicated to the city as neighborhood parks during subdivision development in 1947.

Since their inception, the property owners have maintained these areas.

In the last few years, questions and complaints have arisen concerning private use of the parks as well as responsibility for their maintenance.

It is with this in mind that the City will be holding an information gathering meeting to discuss the current status of the parks and to define a direction for future use.

The meeting will include a presentation by the Public Works Department regarding the background of the parks with a list of alternatives that may be considered.

Three alternatives are:

1. Leave the parks as is with local maintenance and no private installation of buildings or equipment.
2. Vacate the parks subdividing the property and apportioning the property to the adjacent landowners (a proposed apportionment will be provided at the meeting.)
3. Transferring ownership of the parks to the neighboring property owners similar to a condominium association agreement.
4. Other.

Should you have any questions, please contact me at 507-537-6773.

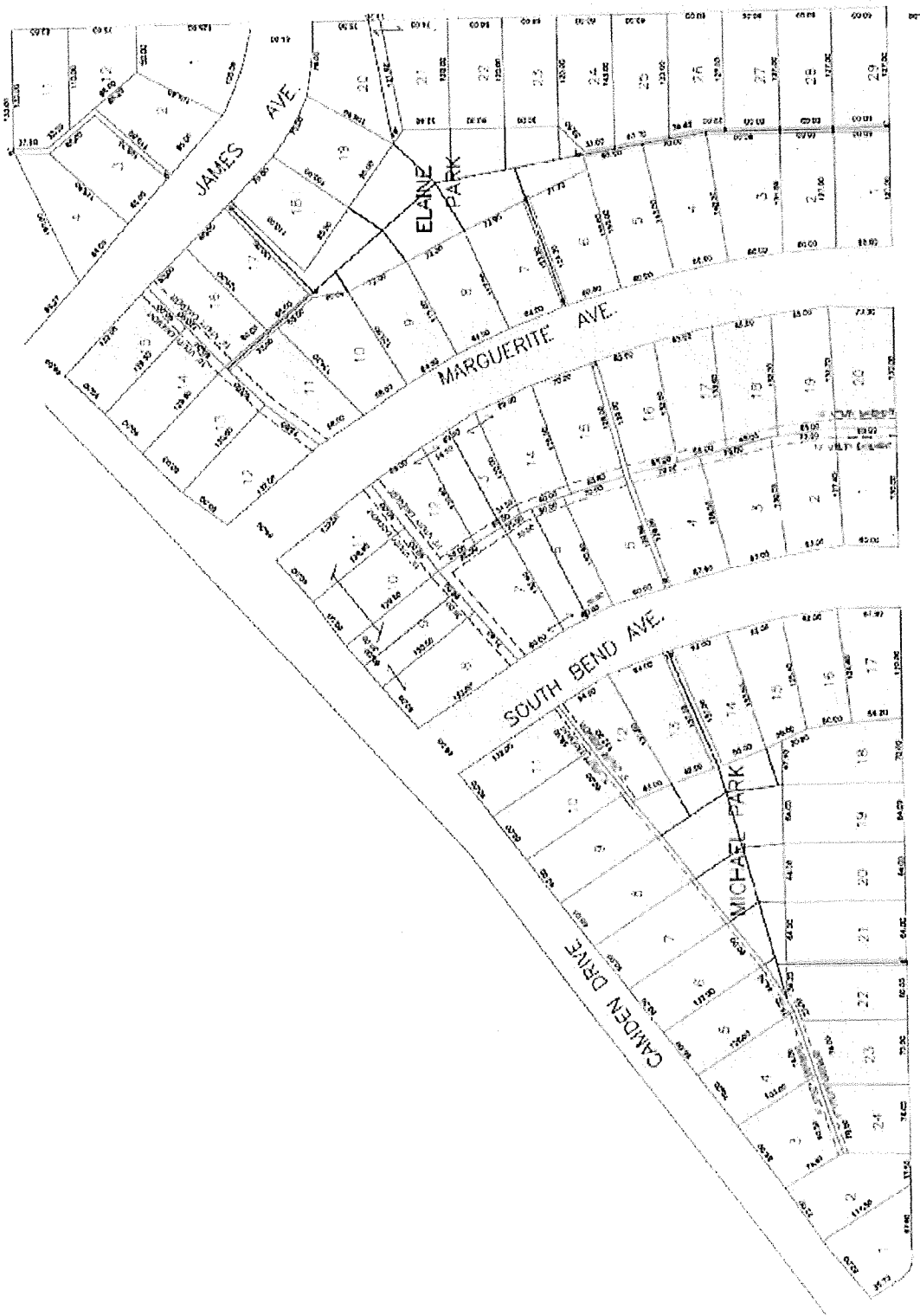
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Michael Park / Elaine Park Informational Meeting

February 13, 2012

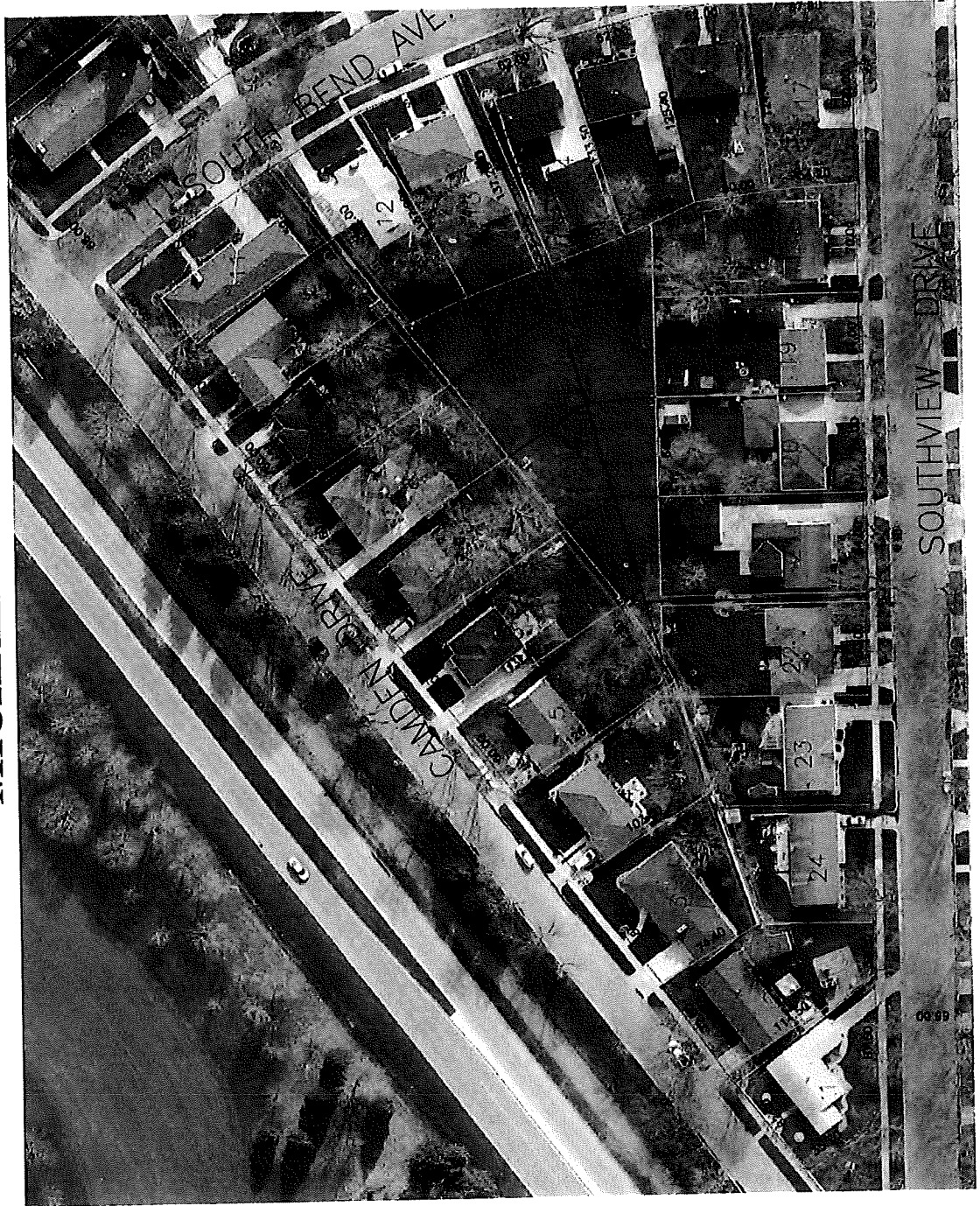


MICHAEL PARK AND ELAINE PARK

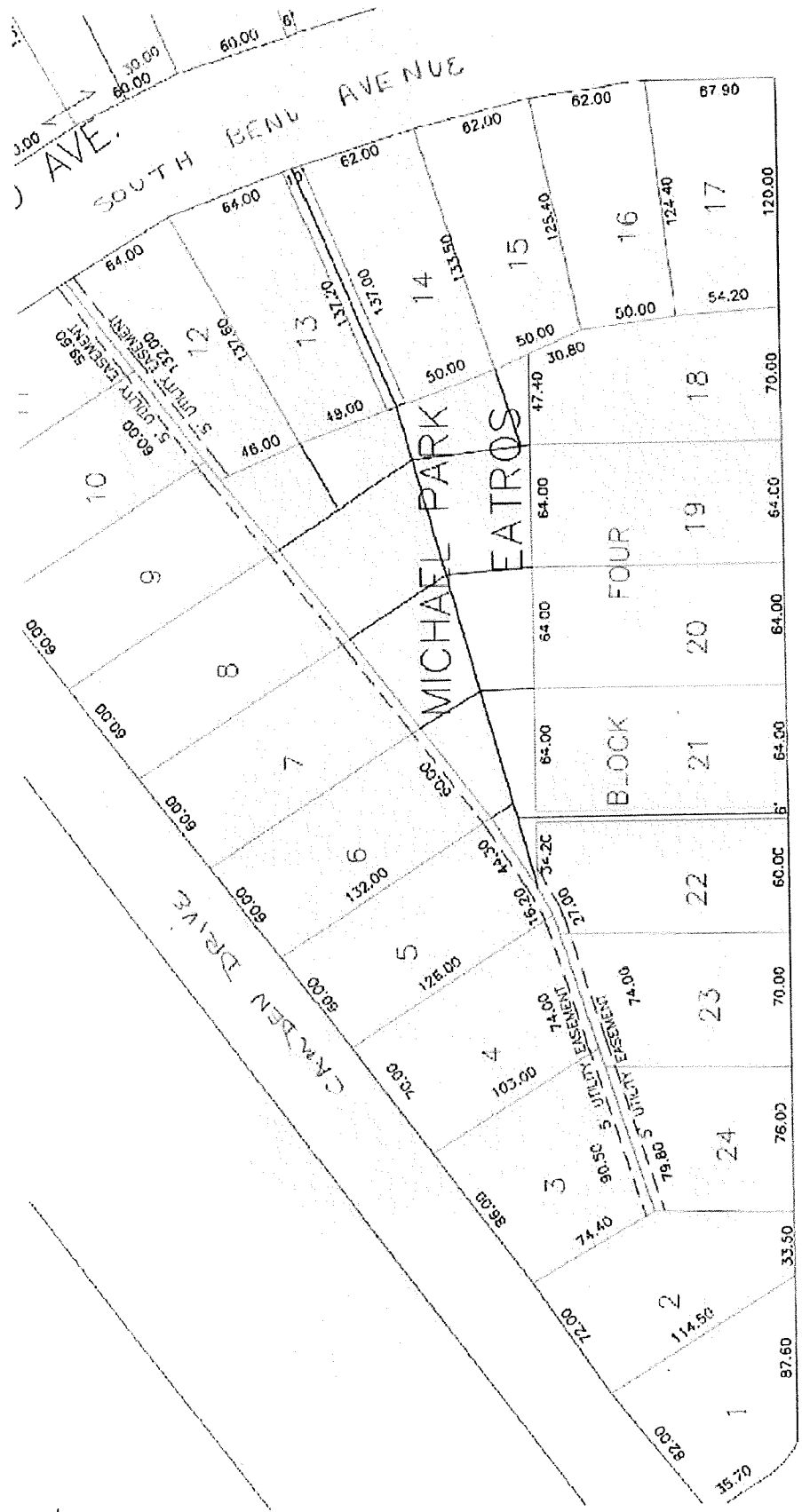


SOUTHVIEW DRIVE

MICHAEL PARK



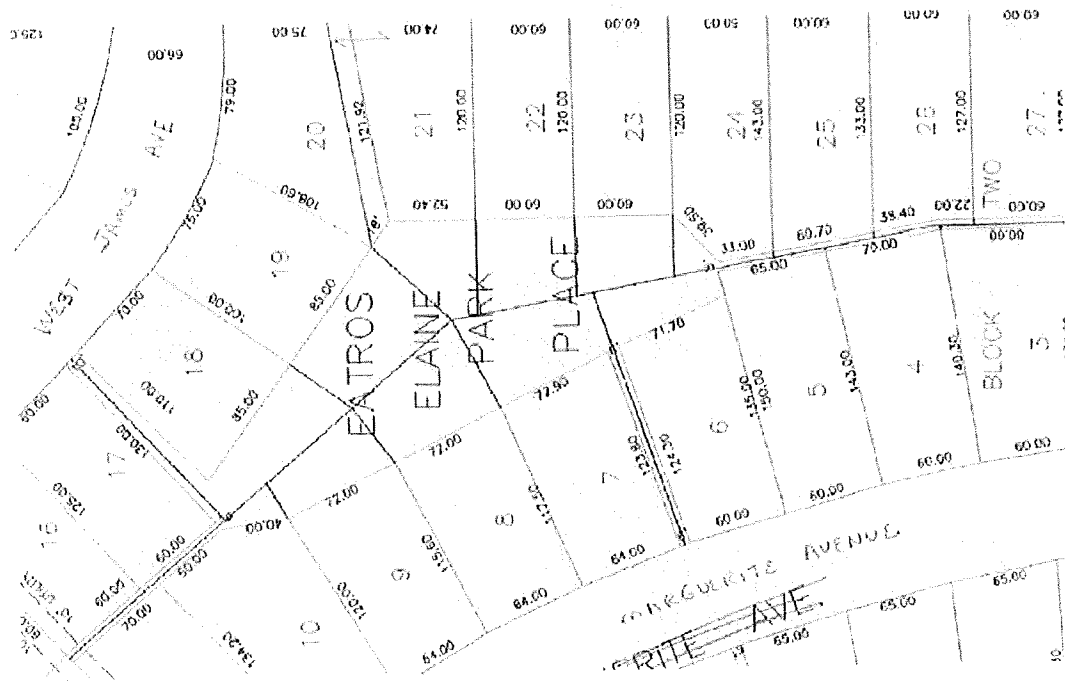
MICHAEL PARK



ELAINE PARK



ELAINE PARK



QUESTIONS?



MARSHALL

Office of the City Administrator

344 West Main | Marshall, MN
www.ci.marshall.mn.us

February 9, 2024

Dear Resident,

In 1947, Eatros Place was platted and developed as a new housing development in the City of Marshall. As part of this development, Elaine Park was established. By dedicating Elaine Park to the City on the plat, the developer gave the City an easement for the park (similar to the streets and other easements dedicated to the City on the plat). This means that the City does not own the park property, it only has an easement to use the property for park purposes.

The City's understanding is that Elaine Park adjoining property owners have been maintaining this park by mowing the green space instead of the City. It is also the City's understanding that since the establishment of Elaine Park as part of the original housing development, the City has not maintained this green space likely due to the premise that this Park was established as a "neighborhood park" with support from the surrounding property owners, not the City to maintain the park.

Recently the City was approached about maintaining Elaine Park. Some options for park maintenance include:

- A) The City maintains the park by mowing the green space or establishing other low-maintenance vegetation such as native plantings. With this option, the City would stake the boundaries of the park and require that any personal property located within the park be removed from the park. Currently it appears that a playground set and a portion of a utility shed are located within the park boundaries.
- B) The City attempts to obtain clear title to the park property. Should the City be able to clear title to the park property, it would value the property, establish a sales price for it, and divide and sell the property equally to adjoining property owners based on the established sales price.
- C) The City re-establishes the premise that Elaine Park is a "neighborhood park" and leaves responsibility for the maintenance of the park to adjoining property owners. The City would not stake the boundaries of the park and leave personal property in Elaine Park within its discretion unless a complaint is received.

In consideration of this request, the City would like to hold a public meeting with property owners surrounding Elaine Park to determine the best future action to take with regard to this request for maintenance. **The meeting will be held on Thursday February 29, 2024 at 5:30 p.m. at City Hall, 344 West Main Street, in City Hall Council Chambers.** During this meeting information will be presented on the Park and also public feedback will be received.

If you have any questions, please contact Sharon Hanson at sharon.hanson@ci.marshall.mn.us or 507-537-6761.

Sharon Hanson
Sharon.hanson@ci.marshall.mn.us
507-537-6761

TO: Public Improvement and Transportation Committee (PIT)

FROM: Sharon Hanson, City Administrator

DATE: February 23, 2024

SUBJECT: Elaine Park Neighborhood February 29, 2024, 5:30 PM Meeting to Discuss Future Maintenance Responsibilities or Ownership

Please see letter dated February 9, 2024, addressed to Elaine Park neighborhood.

Please also note, that Elaine Park was also discussed with property owners in 2012, and in addition, Michael Park. However, for this meeting on February 29, 2024, only Elaine Park abutting property owners were contacted due to the original inquiry received by the city in late 2023.

On February 13, 2012, the city of Marshall met with Elaine Park neighborhood (and Michael Park neighborhood) to discuss options for future maintenance and use of these parks. Although we don't have specific minutes or action following this meeting in 2012, it is known that the city did not assume maintenance of the parks following this meeting, nor was any legal land transfer processes started nor completed. Further, it is understood by long-standing property owners abutting Elaine Park that the city of Marshall has never maintained the park, it was always maintained by abutting property owners.

Further, it is known that in 2006 the PIT Committee reviewed this matter and decided that the City not vacate the park properties and with the understanding that the "area residents continue to maintain them".

The city was approached by a property owner to maintain Elaine Park. Some options (as stated in the February 9, 2024, letter) for park maintenance include:

- A) The City maintains the park by mowing the green space or establishing other low-maintenance vegetation such as native plantings. With this option, the City would stake the boundaries of the park and require that any personal property located within the park be removed from the park. Currently it appears that a playground set and a portion of a utility shed are located within the park boundaries.
- B) The City attempts to obtain clear title to the park property. Should the City be able to clear title to the park property, it would value the property, establish a sales price for it, and divide and sell the property equally to adjoining property owners based on the established sales price.

C) The City re-establishes the premise that Elaine Park is a “neighborhood park” and leaves responsibility for the maintenance of the park to adjoining property owners. The City would not stake the boundaries of the park and leave personal property in Elaine Park within its discretion unless a complaint is received.

The city has consulted with City Attorney Firm Kennedy and Graven who advised that since the developer gave the City an easement for Elaine Park when the subdivision was established (similar to the streets and other easements dedicated to the City on the plat), the City does not have fee title to the park property, only an easement. Therefore, if the neighborhood would want to consider dividing up the park to abutting property owners, legal processes would have to take several steps that could complicate a flawless property transfer process.

City staff are recommending that we obtain direction from the Elaine Park neighborhood property owners regarding future maintenance and possible ownership, as well as supporting legal processes that enable that neighborhood direction.



MARSHALL

Office of the City Administrator

344 West Main | Marshall, MN
www.ci.marshall.mn.us

April 9, 2024

Dear Resident,

On Thursday February 29, 2024, the city's Public Improvement and Transportation Committee discussed Elaine Park maintenance with surrounding property owners (see attached notice for that meeting providing background on Elaine Park and options for park maintenance).

At this meeting, public comments were heard regarding options regarding future maintenance by either the city or property owners.

Staff will be recommending the following direction on city maintenance to City Council at their next meeting:

The City will perform any extraordinary maintenance it deems is necessary for the park such as filling a low spot that poses a hazard, removing invasive species or diseased trees, or removing fallen trees. The City will not be performing any routine maintenance such as mowing, weed spraying, tree trimming, litter removal, or leaf removal. Neighborhood parks often abut up to or are adjacent to private property. The City reminds neighboring property owners that city park property is not an extension of adjoining private property.

This recommendation will be brought forth to the **April 23, 2024 Council Meeting at 5:30 p.m.** held in City Council chambers, located at City Hall, 344 West Main Street. There will not be a public forum and no public comments will be heard for this agenda item, however it will be a public meeting that you can attend to hear the recommendation and subsequent Council action.

If you have any questions, please contact City Administrator Sharon Hanson at sharon.hanson@ci.marshall.mn.us or 507-537-6761.

Sharon Hanson

Sharon.hanson@ci.marshall.mn.us
507-537-6761

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, April 9, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Engagement Letter/Contract for Municipal Advisory Services from BakerTilly
Background Information:	<p>BakerTilly has been updating their contracts and asked the City to review and consider approving an updated agreement.</p> <p>The existing contract is dated December 9, 2015, between the City, EDA, HRA and Springsted. An addendum was approved and is dated March 22, 2019 (Springsted to BakerTilly).</p> <p>The contract Engagement Letter (pages 1-5) is the overarching governing document. The Scope Appendix (pages 8-19) is the part of the contract that describes the current services being provided or what may be provided.</p> <p>Signature lines are on pages 5 and 17.</p> <p>Mikaela Huot, Director from BakerTilly Municipal Advisors, will be present to discuss.</p>
Fiscal Impact:	<p>The largest changes include pricing increases for issuances of GO debt, as well as with hourly rates, and the addition of a 30-day notice in advance of fee changes (existing agreement did not allow fee changes without a modified agreement).</p> <p>Both the City and BakerTilly maintain the right to terminate the engagement letter or any work being done under an individual Scope Appendix.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	Approve Engagement Letter/Contract for Municipal Advisory Services from BakerTilly

February 12, 2024

City of Marshall and Marshall Municipal Utilities, Minnesota
Attn: Mr. E.J. Moberg, Director of Administrative Services
344 West Main Street
Marshall, MN 56258

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by the City of Marshall and Marshall Municipal Utilities, Minnesota (the Client) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement Baker Tilly's Knowledge means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial

proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

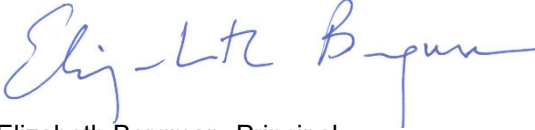
Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.
Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC (BTWM), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC (BTC) is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**SCOPE APPENDIX to
Engagement Letter dated: February 12, 2024
Between the City of Marshall and Marshall Municipal Utilities, Minnesota and
Baker Tilly US, LLP**

RE: Municipal Advisory Services - Debt Issuance, Arbitrage, and Continuing Disclosure

DATE: February 2, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the Engagement Letter) between the City of Marshall and Marshall Municipal Utilities, Minnesota (the Client) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (BTMA) will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a "Transaction"), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance ("Debt Obligation").
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)
3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.

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7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

C. Arbitrage Monitoring Services

BTMA shall, based on information supplied by Client, make arbitrage calculations (to include for purposes of this document, rebate and yield reduction calculations) required by Section 148 of the Internal Revenue Service ("IRS") Code and related U.S. Treasury regulations with respect to specified Debt Obligations for the reporting period designated for any such Debt Obligation. Annually, BTMA will provide the Client with a listing of the specified Debt Obligations and the reporting period designated for any such Debt Obligation (an "Authorization Listing") to confirm the scope of the ongoing arbitrage monitoring services. Exhibit A reflects the Authorization Listing as of the date of this Scope Appendix.

In carrying out its duties, BTMA shall periodically, for each specified Debt Obligation:

1. Determine the arbitrage yield limit on the applicable Debt Obligation;
2. Determine the amount of any arbitrage payment due the IRS while taking into consideration applicable exceptions;
3. Notify Client and/or its designee of any liability amount;
4. Prepare for submission by Client the form(s) with which to submit any payment amount due to the IRS at the appropriate intervals throughout the term of the engagement relative to each specified Debt Obligation.

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Client agrees to timely provide BTMA with accurate information concerning cash and investment activity within all funds relative to the subject Debt Obligations. The information to be provided shall include:

1. Deposits and withdrawals of proceeds or money from other sources within any funds subject to the IRS arbitrage rules;
2. Payments of principal and interest on the Debt Obligations; and
3. All investment activity including:
 - a) Date of purchase or acquisition;
 - b) Purchase price of investments including any accrued interest;
 - c) Face amount and maturity date;
 - d) Stated rate of interest;
 - e) Interest payment dates;
 - f) Date of sale, transfer, or other disposition;
 - g) Sale or disposition price; and
 - h) Accrued interest due on the date of sale or disposition.
4. The Client will provide copies of Debt Obligation offering or legal documents, including, but not limited to, the official statement, the information return filed upon issuance (Form 8038 or 8038-G), the arbitrage certificate, verification report and the bond ordinance/trust indenture.
5. Any other information necessary for BTMA to make the calculations required for the specified Debt Obligation.

The Client is responsible for annually confirming the Authorization Listing and for notifying BTMA of any of the following:

- > additional or subsequent Debt Obligations that would require arbitrage monitoring services;
- > redemptions/refundings of Debt Obligations that would affect the reporting period designated in the most recent Authorization Listing.

Our engagement will not include verifying that: proceeds were used for purpose expenditures; investments were purchased at market price; no amounts were paid to any party in order to reduce the yield on any investment; the Debt Obligation was appropriately structured or qualified as a tax-exempt offering; or information provided to us is complete and accurate.

During the performance of these procedures, it may become necessary for us to consult with your bond counsel and/or obtain information from them concerning interpretations of the above information as affected by applicable sections of the Internal Revenue Code. We will consult with you before any such action is initiated.

Subsequent changes in official interpretations of the tax law may require or permit revision of calculations by requiring or permitting a different methodology for the calculation of arbitrage rebate and yield reduction. We will be under no obligation to update our report for any events occurring, or data or information coming to our attention, subsequent to the issuance of our report.

Calculation and payment of any arbitrage rebate liability and yield reduction payment due is the responsibility of the Client. As such, management has the primary responsibility for the arbitrage rebate and/or yield reduction payment return which the Client may be required to file. You should review the report and calculations carefully upon receipt.

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D. Continuing Disclosure Services

BTMA will commence continuing disclosure services for debt obligations as set forth in any continuing disclosure undertaking for the debt obligations that the Client will execute upon settlement. Annually, BTMA will check in with the Client to confirm the engagement for the next annual reporting period.

In carrying out its duties, BTMA shall do the following:

1. Preparation and filing of annual reporting.

The Client will provide BTMA with a copy of each executed Continuing Disclosure Undertaking (CDU) including master and supplemental CDUs if any.

BTMA will:

- a) Identify the Client's reporting obligations, compile and prepare, as needed, any necessary operating data, and file any required annual report and financial statements, including the audit as provided for in each CDU for the reporting period;
- b) Provide to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access System ("EMMA"), the annual information required under each respective CDU; and
- c) Provide additional reporting to purchasers, as set forth in Debt Obligation documents or private agreements;

2. Assistance filing reportable events on EMMA

Upon notification of one of the events listed as set forth in each CDU (collectively, Reportable Events), BTMA will assist the Client with filing any Reportable Events. Most Reportable Events are required by the Rule to be filed within ten business days of the occurrence of such event. Client will notify BTMA as soon as possible when they believe a reportable event has or may have occurred to enable BTMA to file a timely notice on EMMA. It is the Client's sole responsibility to notify BTMA of the potential occurrence of a Reportable Event.

3. Five-year Compliance Check

At the time any Debt Obligations subject to the Rule are issued, the Client must disclose in its official statement any instances in the past five years it failed to comply, in all material respects, with any previous undertakings for Debt Obligations which were subject to the Rule. BTMA will:

- a) Compile reporting requirements for any Debt Obligations that were outstanding during the five-year period and assess all financial data, operating data, and reportable event filings made for each applicable debt obligation. If necessary, at the time that BTMA conducts services annually under Item 1, BTMA will update the five-year compliance check.
- b) If a deficiency is found and the debt obligation(s) remain outstanding at the time of BTMA's compliance check, BTMA will prepare any necessary reporting or notices to meet the CDU obligations. BTMA will provide the Client with documentation that the EMMA filing has been completed.

Client agrees to provide BTMA with the audit and accurate information with respect to compiling the annual report in a timely manner and to fully disclose to BTMA any Reportable Events as they occur.

4. EMMA Issuer Homepage (Upon request. Hourly rates will apply.)

BTMA will assist the Client on the creation of an Issuer Homepage on EMMA where Client and related entity filings may be shown. The Client will have the option to review the Homepage and provide additional information related to the Client.

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5. Other post issuance services (Upon Request. Hourly rates will apply.)

If requested, BTMA will provide to the Client other post issuance services including, but not limited to, consultation related to disclosure operating procedures, post issuance policies and procedures, and debt management.

E. Housing and Economic Development Services

1. Preparation of preliminary tax increment or tax abatement revenues projections for proposed new project. Estimation of future values and tax increments for a targeted area. Forecast the projected tax increment revenues to be generated over the life of the district based on those assumptions. Estimated range of available revenues based on valuations.
2. Assist Client with establishment of tax increment financing (TIF) district including drafting of TIF Plan and required notifications, presentations and attendance at workshops and/or public hearings, etc.
3. Assist Client with the creation of tax abatement, identification of tax abatement properties, drafting of required notice(s) and supporting documentation, presentations and attendance at workshops and/or public hearings, etc.
4. Assist Client with incentive portfolio development and potential for availability of financing tools including review of federal, state, and local tax credits and incentives available.
5. Assist Client with financial needs (But-For) analysis through review of developer information and determination on the reasonableness of assumptions. In certain cases, suggest alternative assumptions and provide sensitivity analysis, as necessary.
6. Assist Client with completion of rate of return calculation including Cash-on-Cash Return and Internal Rate of Return. Assist Client with defining appropriate level of assistance based on developer's rates of return comparing developer rate of return to the "market" return for similar projects, commenting on reasonableness of return considering type of project, current market and developer at risk equity.
7. Assist Client with negotiating public assistance agreements with developers.
8. Provide financial feasibility review to assist Client with assessment of the sufficiency of tax increment/tax abatement and other available revenues to support total project costs based on developer-provided total development costs and project assumptions. As necessary, suggest alternative assumptions and provide sensitivity analysis to assess sufficiency of tax increment or tax abatement revenues to support costs with considerations for timing of financing needs to provide financial support. Prepare cash flow analysis based on sensitivity analysis.
9. Provide background developer reviews to assist Client with learning more about prospective developers by performing in-depth business credit analyses, evaluating market conditions, assessing proposed business plans, and checking credentials and references.
10. Preparation of tax increment financing (TIF) management program to assist Client with analysis of existing TIF districts that includes an overview of current district status, preparation of cash flow analysis, suggestions for ongoing administrative goals, and recommendations for future opportunities or required compliance items.
11. Preparation of annual reports to assist Client with meeting annual compliance requirements and filing submission deadlines.
12. Assist Client with estimation of economic impacts of proposed developments including cost-benefit and/or net benefit analysis.
13. Assist Client with other components of a housing and economic development project as requested and agreed upon.

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COMPENSATION AND INVOICING

A. Compensation for services relating to debt obligations

1. Fees for Services

a) General obligation debt:

	<u>Par Amount</u>		<u>Base Fee</u>	<u>Additional Purposes Fee</u>	<u>Total Par</u>	<u>Total Fee</u>
Tier 1	-	to 2,999,999.99	\$ 18,000	\$ 5,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$5,000 for each addtl purpose</i>
Tier 2	3,000,000.00	to 4,999,999.99	\$ 25,000	\$ 5,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$5,000 for each addtl purpose</i>
Tier 3	5,000,000.00	to 9,999,999.99	\$ 30,000	\$ 7,500	<i>Total Par of all purposes</i>	<i>Base Fee + \$7,500 for each addtl purpose</i>
Tier 4	10,000,000.00	to 24,999,999.99	\$ 45,000	\$ 7,500	<i>Total Par of all purposes</i>	<i>Base Fee + \$7,500 for each addtl purpose</i>
Tier 5	25,000,000.00	to 49,999,999.99	\$ 65,000	\$ 10,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$10,000 for each addtl purpose</i>
Tier 6	50,000,000.00	to 74,999,999.99	\$ 75,000	\$ 10,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$10,000 for each addtl purpose</i>
Tier 7	75,000,000.00	to 99,999,999.99	\$ 100,000	\$ 10,000	<i>Total Par of all purposes</i>	<i>Base Fee + \$10,000 for each addtl purpose</i>

- b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.
- h) BTMA's fees shall be payable as follows:
 - (1) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.

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- (2) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.
- (3) If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.
- (4) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

2. Compensation and invoicing for arbitrage services

Fees for services set forth in the Scope Appendix will be applied as follows per determination for each Debt Obligation:

- a) Initial determination for a Debt Obligation: \$2,500 for the first year, plus \$500 for each additional year up to a five-year period when such determinations are made for periods in excess of one year.
- b) Subsequent determination for a Debt Obligation: \$1,750 for one year, plus \$500 for each additional year when such determinations are made for periods in excess of one year.
- c) Preparation of Form 8038-T: \$500
- d) If BTMA is required to perform allocations of investments among funds and/or Debt Obligations, additional compensation will be charged at the standard hourly rates in place at the time services are provided.

3. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services

Standard Hourly Rates by Job Classification

2023

Principal	\$330
Director	\$300
Manager	\$260
Consultant	\$200
Support, municipal bond disclosure specialist	\$150
Intern	\$110

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

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The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on June 1, 2023.

4. Compensation for continuing disclosure services

Fees for continuing disclosure services include the following:

- a) Full Disclosure - An annual report is required to be prepared by BTMA:
 - (1) A fee of \$1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
 - (2) A fee of \$200.00 per debt obligation.
- b) Full Disclosure – The Client’s audited financial statements contain some or all of the required financial and operating data:
 - (1) A fee of \$600.00; plus
 - (2) A fee of \$200.00 per debt obligation.
- c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:
 - (1) A fee of \$200.00 per debt obligation.
- d) Limited Disclosure
 - (1) A fee of \$600.00; plus
 - (2) A fee of \$200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

5. Expenses and Hourly Fees

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

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In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

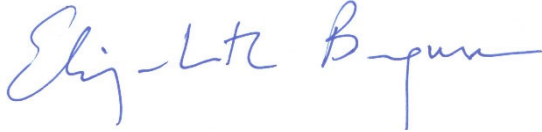
Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, (Sub-engagements) as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

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If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

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Exhibit B

Arbitrage Monitoring Services

Authorization to Engage Services (Authorization Listing)

This Authorization Listing is pursuant to the Arbitrage Monitoring Services Scope Appendix (Scope Appendix) dated February 2, 2024 by and between the City of Marshall, Minnesota (Client) and Baker Tilly Municipal Advisors (BTMA). BTMA will provide the services outlined in the Scope Appendix with respect to the following Debt Obligation(s) unless written notification is provided to BTMA that the Client will not require these services within 30 days of receipt of this Authorization Listing:

Bond Issue	Closing Date	Frequency
\$1,150,000 General Obligation Capital Improvement Plan Bonds, Series 2010A	9/15/2010	5th Year
\$3,150,000 General Obligation Tax Increment Bonds, Series 2011A	9/15/2011	5th Year
\$2,050,000 General Obligation Bonds, Series 2011B	9/15/2011	5th Year
\$4,410,000 General Obligation Bonds, Series 2012A	6/6/2012	5th Year
\$3,645,000 General Obligation Bonds, Series 2013A	8/7/2013	5th Year
\$15,735,000 General Obligation Sales Tax Bonds, Series 2014B Bonds	7/23/2014	5th Year
\$3,375,000 General Obligation Bonds, Series 2014C	7/23/2014	5th Year
\$1,710,000 General Obligation Bonds, Series 2015A	1/8/2015	5th Year
\$3,240,000 Lease Revenue Bonds, Series 2015 (EDA)	2/10/2015	5th Year
\$1,755,000 General Obligation Bonds, Series 2015B	7/22/2015	5th Year
\$3,560,000 General Obligation Bonds, Series 2016B	6/23/2016	5th Year
\$2,810,000 General Obligation Tax Abatement Bonds, Series 2016C	6/23/2016	5th Year
\$3,630,000 General Obligation Utility Revenue Refunding Bonds, Series 2016D	6/23/2016	5th Year
\$1,290,000 General Obligation Bonds, Series 2017A	7/13/2017	5th Year
\$4,430,000 General Obligation Bonds, Series 2017B	10/26/2017	5th Year
\$3,580,000 General Obligation Bonds, Series 2018A	7/25/2018	5th Year
\$6,170,000 General Obligation Capital Improvement Plan Bonds, Series 2020A	2/27/2020	5th Year
\$2,470,000 General Obligation Bonds, Series 2020B	7/9/2020	5th Year
\$1,965,000 General Obligation Bonds, Series 2021A	6/10/2021	5th Year
\$2,000,000 General Obligation State Aid Street Bonds, Series 2021B	6/10/2021	5th Year
\$2,825,000 General Obligation Bonds, Series 2022A	5/26/2022	5th Year
\$4,790,000 General Obligation Bonds, Series 2023A	6/22/2022	5th Year

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Exhibit B

Arbitrage Monitoring Services

Authorization to Engage Services (Authorization Listing)

This Authorization Listing is pursuant to the Arbitrage Monitoring Services Scope Appendix (Scope Appendix) dated February 2, 2024 by and between Marshall Municipal Utilities, Minnesota (Client) and Baker Tilly Municipal Advisors (BTMA). BTMA will provide the services outlined in the Scope Appendix with respect to the following Debt Obligation(s) unless written notification is provided to BTMA that the Client will not require these services within 30 days of receipt of this Authorization Listing:

Bond Issue	Closing Date	Frequency
\$4,025,000 Public Utility Revenue Bonds, Series 2014A	4/24/2014	5th Year
\$3,085,000 Public Utility Revenue Refunding Bonds, Series 2021C	8/18/2021	5th Year

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 23, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project PK-011 / (SAP 139-090-006): C Street/Southview Drive Trail Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Active Transportation Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Active Transportation Project
Background Information:	<p>City staff secured a Transportation Alternatives (TA) (Federal) grant in 2020 in the amount of \$399,528 for the construction of this shared use path. In addition, City Engineering staff submitted for 2025 Active Transportation grant funds with the hope of the AT grant funds covering the remaining local share of the project costs. If an AT grant is not secured, the City’s Municipal State Aid Street (MSAS) funds will be used to cover all costs in excess of \$399,528.</p> <p>MnDOT is currently soliciting for the 2025 Active Transportation (AT) grant applications. The AT grant is a State funded grant that can be used to pay for the gap in funds between the awarded TA grant and the actual bid price for the project. The AT program purpose is to help fund projects that: connect communities and key destinations, boosting public health by creating safer environments for people to walk, bike or roll to their destinations, and mitigating safety hazards related to interacting with vehicular traffic.</p> <p>The C Street and Southview trail fits into these categories since it is a direct trail link between trail at the intersection of C Street and Progress Drive down to Southview Drive and over to US 59/Main Street where existing trail is located. Included in the Council packet is a preliminary route and cost estimate to complete this work.</p> <p>City Engineering and Community Services Department staff have met with Marshall Public Schools staff to discuss shared participation in this project. City staff would propose a partnership that generally splits grant match costs with Marshall Public Schools, with the City providing and covering the costs associated with engineering services.</p> <p>The revised preliminary cost estimate shows \$309,841 of city participation, with nearly \$97,844 of this participation being City engineering services.</p> <p>Staff brought this project and grant discussion to the PI/T Committee on February 13, 2024. Engineering staff has completed the application and would like the City Council to offer their support for our grant application and we will need two resolutions to be approved. One resolution identifies the City as the grant sponsoring agency and the entity responsible for managing the grant. The other resolution identifies the City as the responsible party for continued operation and maintenance of the shared use path.</p>
Fiscal Impact:	There is no fiscal impact today. If we are awarded additional funds from the AT grant, we will be notified in Summer of 2024. From the revised Preliminary cost estimate, our cost estimate for



	City participation is \$211,997 in cash with the City also providing \$97.844 in engineering services. An AT Grant award would reduce the local cost to the city by up to \$211,997.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council adopt RESOLUTION 24-048, which is the Resolution Authorizing Agent of Sponsoring Agency for Active Transportation Project.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION 24-049, which is the Resolution Identifying Responsibility for Operation and Maintenance for Active Transportation Project.</p>



MARSHALL
MINNESOTA

C Street - Southview Trail

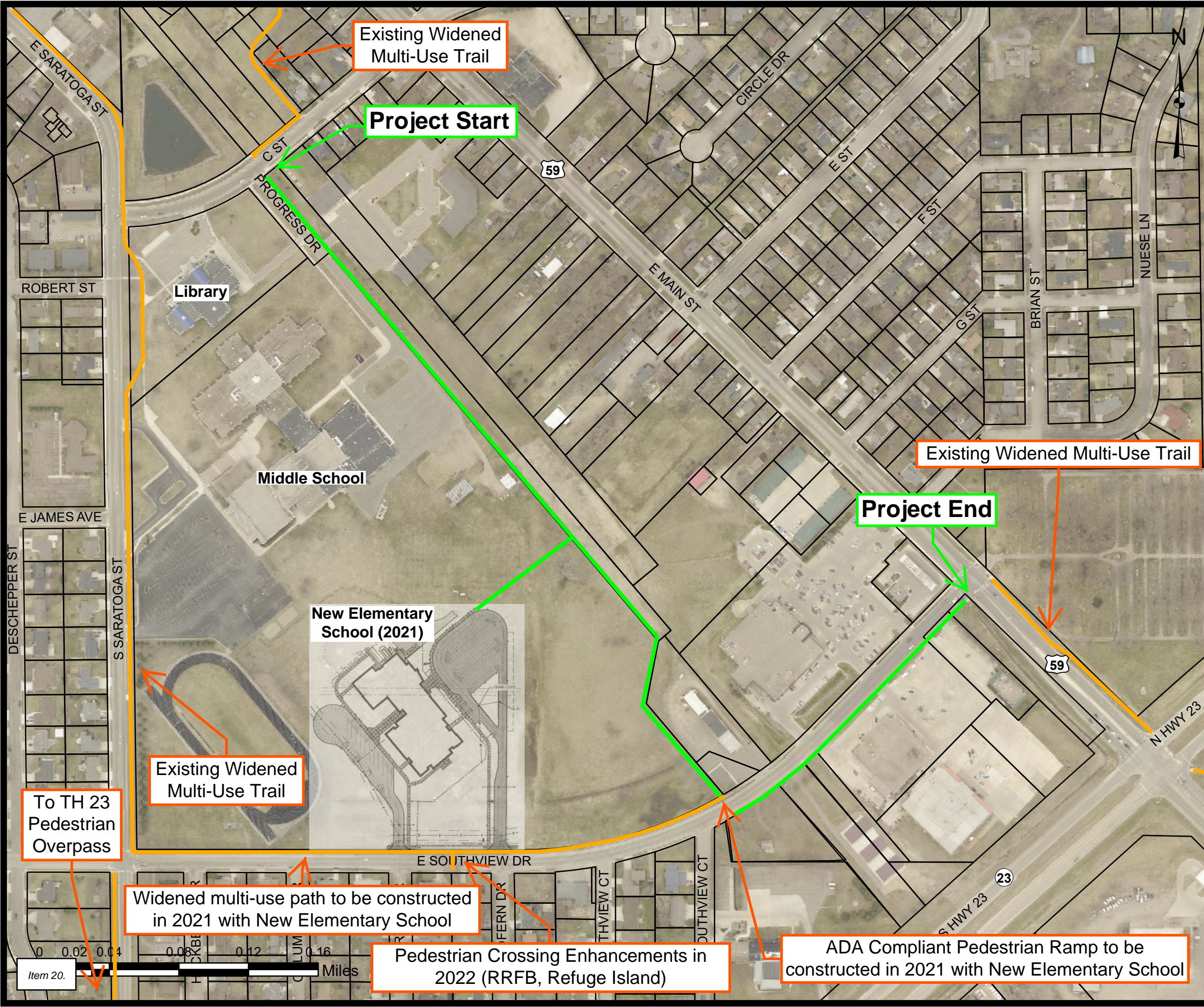
Proposed Project Area

-  - Proposed Trail
-  - Trails/Crossings to be completed before 2025

11/24/2020

** Disclaimer: The City of Marshall does not guarantee the accuracy of the data included on this map.

This map data is for referencing purposes only.



Existing Widened Multi-Use Trail

Project Start

Existing Widened Multi-Use Trail

Project End

Existing Widened Multi-Use Trail

To TH 23 Pedestrian Overpass

Widened multi-use path to be constructed in 2021 with New Elementary School

Pedestrian Crossing Enhancements in 2022 (RRFB, Refuge Island)

ADA Compliant Pedestrian Ramp to be constructed in 2021 with New Elementary School

Item 20.

C St.-Southview Trail - Cost Estimate

Bid Item	Unit	Quantity	Unit Price	Extended Price
Mobilization	LS	1	\$50,000	\$50,000.00
Remove Sidewalk	SF	5,750	\$4.00	\$23,000.00
Remove Curb and Gutter	LF	100	\$25.00	\$2,500.00
Common Excavation (CV)	CY	1,250	\$20.00	\$25,000.00
Adjust Frame & Ring Casting	EA	2	\$1,000	\$2,000.00
5" Concrete Walk	SF	40,500	\$10.50	\$425,250.00
6" Concrete Walk	SF	1,000	\$12.25	\$12,250.00
Class 5 Aggregate Base	CY	625	\$35.00	\$21,875.00
Concrete Curb & Gutter B618	LF	200	\$55.00	\$11,000.00
Truncated Domes	SF	209	\$100.00	\$20,900.00
Traffic Control	LS	1	\$7,500	\$7,500.00
Storm Drain Inlet Protection	EA	5	\$300.00	\$1,500.00
Boulevard Topsoil Borrow	CY	50	\$65.00	\$3,250.00
Turf Establishment	LS	1	\$5,500	\$5,500.00
Total Construction Cost				\$611,525.00
Engineering (16%)				\$97,844.00
Grand Total				\$709,369.00

Cost Participation Breakdown

Total Construction Cost	\$611,525.00
Federal 2025 TA Grant	\$399,528.00
City of Marshall Participation (Eligible Items)	\$211,997.00
City of Marshall Participation (Engineering (16%) - Ineligible Items)	\$97,844.00
Grand Total	\$709,369.00

Revised Preliminary Cost Estimate for AT Grant January 2024

RESOLUTION 24-048

**RESOLUTION AUTHORIZING AGENT OF SPONSORING AGENCY
FOR ACTIVE TRANSPORTATION PROJECT**

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

1. That the City hereby authorizes Eric R. Hanson, P.E. to act as agent on behalf of this sponsoring agency for the project identified as C Street-Southview Drive Trail (SAP 139-090-006).

Passed and adopted this 23rd day of April 2024.

Mayor

City Clerk

RESOLUTION 24-049

RESOLUTION IDENTIFYING RESPONSIBILITY FOR OPERATION AND MAINTENANCE FOR ACTIVE TRANSPORTATION PROJECT

WHEREAS, the Minnesota Active Transportation Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects that will improve transportation options and reduce vehicle miles traveled; and

WHEREAS, in this funding cycle the Minnesota Department of Transportation will award \$13.2 million in state funding to selected projects that will effectively address safety concerns, equity, and engage the community in project development; and

WHEREAS, the first leg of the proposed trail will connect C Street to Southview Drive by constructing a 27,830 SF multi-use path. This portion of the trail will connect the Middle School and Southview Elementary School creating a direct path removed from traffic. In addition to the C Street-Southview Drive connectivity, a 3,650 SF School Leg portion of the trail will be constructed, which is included in the total 27,830 SF estimate, ensuring that students have access to Southview Elementary School from this trail system. The final portion of this project will widen the existing sidewalk along Southview Drive to allow for a multi-use trail that will enable all non-motorized traffic to remain off-street. This portion of the proposed trail will connect to the existing trail system, which runs parallel with US Highway 59, creating a safe route for pedestrians to cross US Highway 23; and

WHEREAS, the City agrees to act as sponsoring agency for the project identified as C Street-Southview Drive Trail (SAP 139-090-006) seeking Active Transportation (AT) funding and has reviewed and approved the project as proposed and that sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules, and regulations.

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

1. The City of Marshall is the sponsoring agency for the Active Transportation project identified as C Street-Southview Drive Trail in Marshall, MN.
2. The City of Marshall hereby supports the construction of the project and agrees to assume full responsibility for the operation and maintenance of the improvements related to the project.
3. The City supports submittal of the grant application.
4. The City understands that all costs associated with the project beyond the AT infrastructure grant selection and/or for ineligible expenses (such as engineering, construction, etc.) will be paid by the grant recipient.

Passed and adopted this 23rd day of April 2024.

Mayor

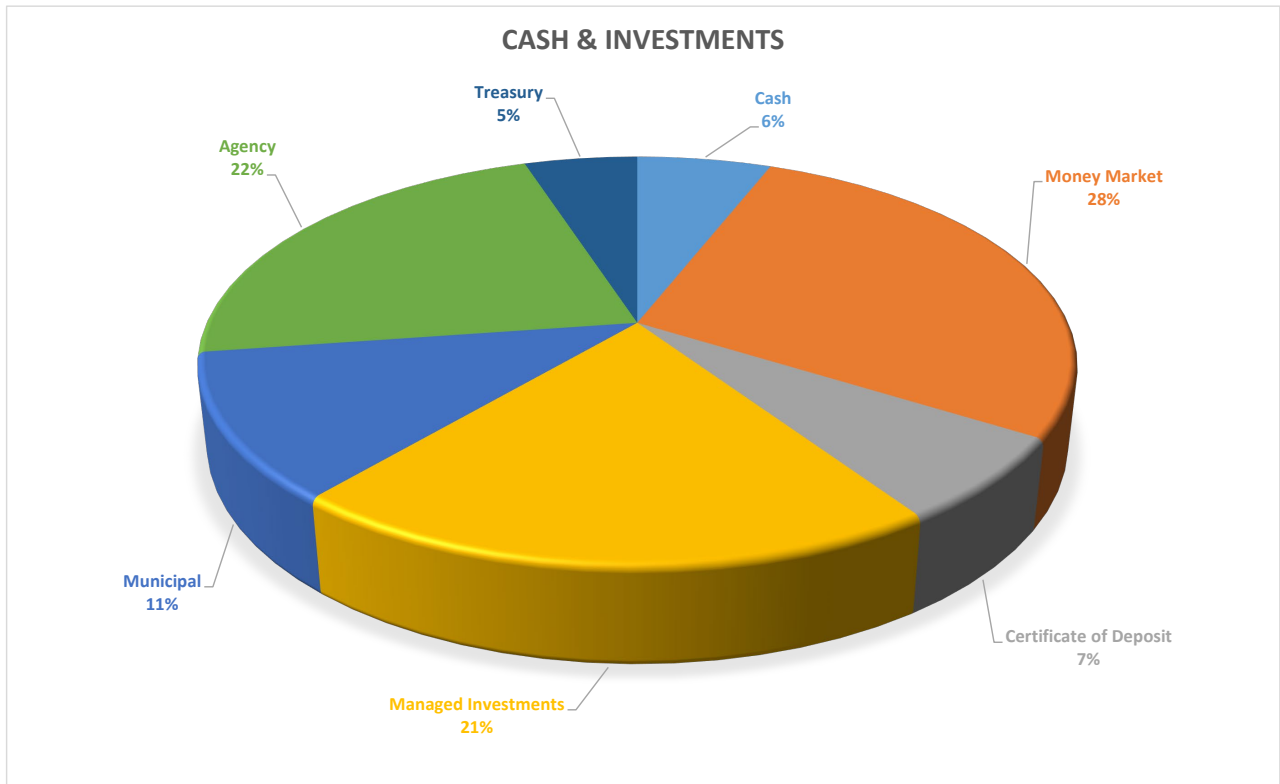
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 23, 2024
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	

**City of Marshall, Minnesota
Cash & Investments
3/31/2024**

	Par Value	YTM Rate
CASH & INVESTMENTS:		
Checking -Bremer	2,375,675.10	0.00%
Money Market - US Bank	6,185,701.64	5.23%
Money Market - Wells Fargo	134,979.45	5.23%
Money Market - 4M	4,889,393.14	5.28%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	4.36% Average
Investment Portfolio - General Fund	2,713,886.99	
Investment Portfolio - WW/SW Capital Reserve	3,613,819.79	
Investment Portfolio - Endowment Fund	1,917,264.23	
Municipal - US Bank	4,615,000.00	3.99% Average
Certificate of Deposit - US Bank	1,225,000.00	2.22% Average
Agency - US Bank	5,585,000.00	5.15% Average
Treasury - US Bank	2,000,000.00	
TOTAL CASH & INVESTMENTS	40,080,720.34	3.98% Average YTM



**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
APRIL 10, 2024**

MEMBERS PRESENT: Lee, Pieper, Deutz, Agboola, Stoneberg, Muchlinski, Doom
OTHERS PRESENT: Jason Anderson, Ilya Gutman

1. Call to Order.

The meeting was called to order by Chairperson Lee.

2. Approval of the Minutes.

Lee asked for the approval of the minutes of the March 13, 2024, regular meeting of the Marshall Planning Commission. MUCHLINSKI MADE A MOTION, SECOND BY DEUTZ, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 7:0

3. Consider the request of Karen Owen for a Conditional Use Permit for a duplex in an R-1 district.

Gutman shared this is a request to build a duplex in an R-1 district, the location is adjacent to the R-2 district. The City Ordinance provides specific factors to consider, and this duplex meets all the conditions. Gutman suggests that this request be approved. Scott Beekman, 803 Woodfern Drive, lives next door and would like the area to remain residential as the entire block is single family. Brian Swalboski, owner of Canoga Park Childcare, stated from a business aspect he would rather see a single family. Karen Owen, the property owner of 700 E Southview Drive, stated that Canoga Park Childcare is a business in a residential area and that all of Southview Court are multiple dwellings. Muchlinski asked how long the property had been vacant. Owen replied there was a house fire in 2009 and the house was torn down after that. Owen has owned the property since 1996. Stoneberg asked why Owen wants to build a duplex. Owen responded stating she is thinking of the future for her family. Owen shared she would live on the Woodfern side. Doom inquired if there would be driveways on Woodfern Drive and Southview Drive, as shown in the drawings. Owen responded that there would be separate entries so it will look like a single-family home from the front. Deutz asked if there are plans to rent the duplex outside the family. Owen replied, initially it was just family but recently decided to offer one unit to others. Stoneberg asked how close the property was to the Beekman's house. Anderson informed it was about 15 feet from the Beekman property. Gutman stated the duplex met all yard requirements. Scott Beekman shared there is no on-street parking on Southview Drive, and it could affect his side of parking space on Woodfern Drive. Beekman also states the proximity of 15 feet will be tight. Gutman stated that each unit would have a 2-car garage and space for another 2 cars outside of the garage, so each unit would have enough parking. Stoneberg asked if there was enough room for a backyard. Owen confirmed there would be. STONEBERG MADE A MOTION, SECOND BY MUCHLINSKI, to close the public hearing. All VOTED IN FAVOR. MUCHLINSKI MADE A MOTION, SECOND BY DOOM, to recommend to City Council an approval of the request to grant a Conditional Use Permit for a single ownership duplex in an R-1 One Family Residence District with the following condition: The outside appearance is uniform and masks evidence of two dwellings in the building. ALL VOTED IN FAVOR. MOTION PASSED 7:0

4. Preliminary Plat of Kwik Trip 1273

Anderson informed the commission members that the second store of the Kwik Trip purchase has been combined with numerous parcels at the site of the Cattoor's Gas Station at 814 West Main Street. The purpose of the Plat is to bring it together so there is no inconsistency. Anderson shared city staff has reviewed the preliminary plat for conformance for city ordinance and has no issues or concerns. City staff would recommend and approval to City Council. Muchlinski asked how many entrances there would be at this plat. Dean George, Kwik Trip Representative, responded back stating there would be about 3 entrances. The access on the north side will stay, primary access off Highway 59 will be coming in, and then an exit somewhere in the middle. The new plan is facing the south. DOOM MADE A MOTION, SECOND BY PIEPER, to close the public hearing. All VOTED IN FAVOR DOOM MADE A MOTION SECOND BY MUCHLINSKI to recommend approval of the preliminary plat of Kwik Trip 1273 to the City Council, subject to utility companies review and recommendations. ALL VOTED IN FAVOR. MOTION PASSED 7:0

5. Ordinance amending Section 86-97 One Family Residence District

Gutman shared the new comprehensive plan was adopted and staff are trying to start the process of aligning all ordinance with the new comprehensive plan. Gutman also mentioned the rental code which was adopted, so limiting the number of people that are unrelated to three is no longer necessary. Pieper asked if this was due to the amount of college students living in one place or what was the main motive

of this overall change. Gutman shared that college living was part of the motive and that is why they limited the number of people that are unrelated. Gutman shares they also had some complaints regarding parking. The new rental code specifically states tenants have to either park on the property or in the street in front of the property. Agboola asked what would happen with visitors or guests if there is no space for them. Anderson and Gutman stated it is more for tenants and not visitors or guests. PIEPER MADE A MOTION, SECOND BY STONEBERG, to close the public hearing. ALL VOTED IN FAVOR. MUCHLINSKI MADE A MOTION, SECOND BY DEUTZ to recommend to the City Council approving the revisions amending Section 86-97 One family residence district as recommended by staff. ALL VOTED IN FAVOR. MOTION PASSED 7:0

6. Ordinance repealing Section 86-51 Bed and Breakfast

Gutman informed this section's provisions will be covered under the short-term rental provisions of the new Rental Ordinance, so it makes sense to get rid of the whole section. STONEBERG MADE A MOTION, SECOND BY DEUTZ to close the public hearing. ALL VOTED IN FAVOR. PIEPER MADE A MOTION, SECOND BY DOOM, to recommend to the City Council approving repealing Section 86-51 Bed and Breakfast as recommended by staff. ALL VOTED IN FAVOR. MOTION PASSED 7:0

7. Ordinance amending Section 86-107 General Industrial District

Gutman shared this section is not about the comprehensive plan. Gutman stated that this section is only about one change. Gutman explained that there are some areas in town where owners are growing crops in empty lots. Gutman informed the Ordinance does not allow that right now, but it does make sense for some vacant lot owners to be able to grow crops temporarily until an actual building is put on those empty lots. This Ordinance change will allow for cultivation by Conditional Use in an industrial district where there is less traffic. In other areas, for example Businesses, it will be handled differently. Business would have to apply for an Interim Use Permit since it is a high-traffic zone. Gutman explained they would like to start with this change before people start planting crops. Anderson shared as an example, on the Industrial side the old Ralco building was allowed to plant hay, currently Runnings has decided to till it and plant corn. On the Commercial side, Menards broke ground and planted corn. Gutman stated there are people doing it right now and with this ordinance change it would be easier to regulate it. MUCHLINSKI MADE A MOTION, SECOND BY DOOM, to close the public hearing. ALL VOTED IN FAVOR. AGBOOLA MADE A MOTION, SECOND BY PIEPER to recommend to the City Council approving the revisions amending Section 86-107 general industrial district as recommended by staff. ALL VOTED IN FAVOR. MOTION PASSED 7:0

8. Ordinance amendment to Section 86-162 Yard Modification

Gutman stated that this section relates to a previous Variance application that was denied. Gutman shared that staff met after that meeting to discuss the potential harm. The variance request was denied because the property was not unique, but staff reviewed the situation again and it does appear that for curved portion of circles reducing the front yard from 25 feet to 15 feet may be considered. In reality, this will only affect the properties on corner lots that contain the small, curved portion. PIEPER MADE A MOTION, SECOND BY STONEBERG, to close the public hearing. ALL VOTED IN FAVOR. DOOM MADE A MOTION, SECOND BY MUCHLINSKI, to recommend to the City Council approving the revisions amending Section 86-162 Yard Modification. ALL VOTED IN FAVOR. MOTION PASSED 7:0

9. Ordinance amending Section 66-55 Procedures

Gutman shared this is not a zoning section change, so it does not require a public hearing, but it pertains to the Planning Commission. Public hearings for plats are now brought to the Planning Commission, however if there is no quorum this change will allow public hearings to go to Council and have public hearings there to speed up the process. When there is no quorum at the Planning Commission meetings but still a few members are present, staff can provide information but there should be no discussion.

10. Other Business.

Lee asked to notify attendance in advance. Lee informed there will be reelections of Chair and Co-Chair at the May meeting. Since there was no other business, A MOTION WAS MADE BY DOOM, SECOND BY PIEPER, to adjourn the meeting. ALL VOTED IN FAVOR. MOTION PASSED 7:0 Chairman Lee declared the meeting adjourned.

Respectfully submitted,
Karla Ellis, Recording Secretary



MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
Ben Schmid	1206 COLLEGE DR E	HVAC - [Replace cooking ventilation system & move registers]	25000.00	04/04/2024
GARY VLAMINCK CONSTRUCTION	415 5TH ST N, 415 5TH ST N, 415 5TH ST N	Doors, Re-Siding, Windows	75000.00	04/16/2024
GOERGEN/ALAN P & KAREN D/JT	1115 STOCKHOLM AVE	Interior Remodeling - ANY Work Inside, Except Fireplace	4000.00	04/11/2024
INDEPENDENT LUMBER OF MARSHALL INC	607 PARKSIDE DR, 607 PARKSIDE DR	Interior Remodeling - ANY Work Inside, Except Fireplace, Windows	2500.00	04/16/2024
Jeremy Swenson	306 LEGION FIELD RD	Plumbing - Bathroom remodeling	1500.00	04/04/2024
MARSHALL/CITY OF	1200 LYON ST E	Re-Roofing	2600.00	04/15/2024
MARSHALL/CITY OF	4TH ST S	Re-Roofing	4000.00	04/15/2024
RICHARD LOUWAGIE CONSTRUCTION	603 LAWERENCE ST	Deck	6000.00	04/15/2024
STRAND HOME SERVICES LLC	1507 WESTWOOD DR, 1507 WESTWOOD DR	Re-Siding, Windows	6000.00	04/12/2024
Swanson Construction	502 MAIN ST E	Building Demolition - Total Building ONLY	17568.00	04/11/2024
Troy Deutz	1210 COLLEGE DR E	Building Demolition - Total Building ONLY	45000.00	04/08/2024



Upcoming Meetings

April

- 04/23 Regular Meeting, 5:30 PM, City Hall
-

May

- 05/14 Regular Meeting, 5:30 PM, City Hall
- 05/14 Work Session, 7:00 PM, City Hall
- 05/28 Regular Meeting, 5:30 PM, City Hall

2024 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 9, 2024
2. January 23, 2024

February

1. February 13, 2024
2. February 27, 2024

March

1. March 12, 2024
2. March 26, 2024

April

1. April 9, 2024
2. April 23, 2024

May

1. May 14, 2024
2. May 28, 2024

June

1. June 11, 2024
2. June 25, 2024

July

1. July 9, 2024
2. July 23, 2024

August

1. Monday, August 12, 2024
2. August 27, 2024

September

1. September 10, 2024
2. September 24, 2024

October

1. October 8, 2024
2. October 22, 2024

November

1. November 12, 2024
2. November 26, 2024

December

1. December 10, 2024
2. December 17, 2024

2023 Uniform Election Dates

- February 13, 2024
- March 05, 2024
- April 09, 2024
- May 14, 2024
- August 13, 2024
- November 05, 2024

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.