



**CITY OF MARSHALL**  
**City Council Meeting**  
**Agenda**

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

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

1. Consider Approval of the Minutes from October 24th

**PUBLIC HEARING**

2. 86-247 Landscaping, 86-1 Definitions, 82-1 Grass And Weeds On Private Property – Adoption of Ordinance
3. 86-248 Outside Storage – Adoption of Ordinance
4. 66-33 Process, 66-55 Procedures, and 86-30 Amendments – Adoption of Ordinance

**CONSENT AGENDA**

5. Consider Approval to Allow Alcoholic Beverages at the Red Baron Arena for the Fairbank Ice Dogs on December 1st & 2nd
6. Consider Approval for a Temporary Liquor License for the Friends of the Orchestra
7. Consider Approval for a Temporary Liquor License for the Marshall Area Chamber of Commerce
8. Consider Approval of the 2024-2025 Health Care Savings Plan Memorandums of Understanding
9. Consider Approval of the Annual Renewal of Tobacco Licenses for 2024
10. Consider Approval of Annual Renewal of Liquor Licenses for 2024
11. Consider Approval of Taxicab License Renewal
12. Introduction of Ordinance – Rezone property at 100 through 120 London Road from R-1 One Family Residence District to I-1 Limited Industrial District
13. Introduction of Ordinance – Amending Section 86-106 I-1 Limited Industrial District and Call for Public Hearing
14. Consider Approval for an Outdoor Public Fireworks Display for Prairie Home Hospice
15. Consider Approval to Move the December 26th Meeting to December 19th, 2023
16. Consider Approval of the Bills/Project Payments

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

17. Consider a Predevelopment Agreement with the Southwest West Central Service Cooperative
18. Consider the Request for a Variance Adjustment Permit – 304 East Marshall Street
19. Proposed Aquatic Center Action Next Steps Following November 7, 2023, Referendum Approval.
20. Introduction of Ordinance Amending the City's existing Ordinance No. 667, Second Series to Provide for Extension of the Sales Tax
21. Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement
22. Statement of Annual Performance Evaluation for Sharon Hanson, City Administrator, and Consider Approval of a Step Increase

**COUNCIL REPORTS**

23. Commission/Board Liaison Reports
24. Councilmember Individual Items

**STAFF REPORTS**

25. City Administrator
26. Director of Public Works/City Engineer
27. City Attorney

**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.**

**ADMINISTRATIVE REPORTS**

[28.](#) Administrative Brief

**INFORMATION ONLY**

[29.](#) Building Permits

**MEETINGS**

[30.](#) Upcoming Meetings

**ADJOURN**

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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the Minutes from October 24th
<b>Background Information:</b>	Enclosed are the minutes from the previous meetings.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the meeting held on October 24th 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, October 24, 2023**

The regular meeting of the Common Council of the City of Marshall was held October 24, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, John Alcorn, See Moua-Leske, James Lozinski and Steve Meister. Absent: None. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney (via Zoom); Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Quentin Brunsvold, Fire Chief; Preston Stensrud, Park and Rec Supervisor; Ilya Gutman, Plans Examiner; Laura Wing, Payroll and Benefits Specialist; and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

**Consider Approval of the Work Session and Regular Meeting Minutes from October 10th**

There were no amendments to the Minutes.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve the minutes from the regular meeting and work session from October 10, 2023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Approval of the Consent Agenda**

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

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

- Consider Approval of a Raffle Permit for Shades of the Past
- Consider Approval for a Temporary Liquor License for the City of Marshall Employee Recognition Event
- Consider Resolution to Allow Lyon County to Retain VOTER Account Funds Received in 2023
- Consider Approval for Out of State Travel for Members of the CAT
- Adopt Amendment to West Central Fire Department Association Mutual Aid Agreement
- Introduction of Ordinance- 66-33 Process, 66-55 Procedures, and 86-30 Amendments
- Introduction of Ordinance - 86-247 Landscaping, 86-1 Definitions, 82-1 Grass and Weeds on Private Property
- Introduction of Ordinance- 86-248 Outside Storage: Shipping Containers
- Consider Approval of a Land Lease and Development Agreement
- Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - Consider Resolution Ordering Preparation of Report on Improvement
- Consider Approval of the Bills/Project Payments

**City of Marshall & Marshall Municipal Utilities Partnership Agreement**

David Schelkoph, General Manager for Marshall Municipal Utilities, presented a high-level overview of the partnership agreement between MMU and the City of Marshall. On September 28, 2023, the Marshall Municipal Utilities Commission met and discussed the various changes that were made to the partnership agreement. Many of the amendments involved date changes and minor corrections to wording. Schelkoph explained that the Payment in Lieu of Taxes (PILOT) Calculation was changed when he became the General Manager. The calculation used a 10-year rolling average of MMU total sales to calculate how much is paid to the City of Marshall. For payable 2024 MMU would be paying \$797,998 to the City of Marshall with an additional \$176,616 to be paid to the EDA with \$176,614 total being paid. MMU and the City of Marshall also cost share streetlight services and fire protection.

2024 streetlight costs were estimated to be \$277,522 and Fire Protection was estimated to be \$260,319. Mayor Byrnes remarked that the sales of energy for MMU had been on the rise and was a good sign of growth in the city, while at the same time a significant investment had been made in energy reduction and savings. Councilmember Meister questioned why there was such a sharp increase in wastewater billings in 2022 and then a steep decline in 2023. Schelkoph explained that MMU had entered into a contract in 2018 to install automatic metering infrastructure (AMI) throughout the city. The AMI system saw a bulk of its expenses in 2022 before the final roll out and there were also changes to the billing structure. Now that the AMI system was in place for 2023 the automation gained helped reduce costs in 2023. The biggest revision of the Partnership Agreement was the removal of section 10A.1.8 in its entirety. The main driving force for that change were the upgrades to the Wastewater Treatment Facility to ensure the city could reduce chloride discharged into the Redwood River. MMU and the city shared the costs for the upgrade, which was a major component of section 10A and no longer needs to exist with the upgrades being completed. The last amendment Schelkoph expounded upon was section 7A.1.13. Under 7A.1.13 MMU was planning on a 17–18-million-dollar distribution generation project for emergency power. The project wouldn't be underway until 2025. Councilmember Schafer asked what the tentative wattage generation would be for the proposed project. Schelkoph stated that it would be a 12-megawatt system and would run with the 15-megawatt jet turbine to produce 27-megawatts of emergency power for the City of Marshall. Schelkoph believed the 27 megawatts would be enough to keep the lights on for residential customers.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the City of Marshall and Marshall Municipal Utilities Partnership Agreement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

### **Consider the 2024 Health and Dental Insurance Renewals**

Sheila Dubs briefly talked about the rate history for health and dental insurance. For health insurance from Blue Cross Blue Shield (BCBS) there would be a 7% increase and a 10.57% increase for Dental Insurance from Delta Dental.

#### Health insurance:

- 2018 Coop \$692.50/\$1852.00 7.1% Increase
- 2019 Coop \$638.50/\$1698.50 12.3% Increase
- 2020 PEIP \$673.82/\$1782.36 6.3% Increase
- 2021 PEIP \$718.32/\$1901.10 6.6% Increase
- 2022 BCBS \$632.33/\$1673.51 11.9% Decrease
- 2023 BCBS \$687.98/\$1820.78 8.8% Increase
- 2024 BCBS \$736.14/\$1948.23 7.0% Increase

#### Dental insurance:

- 2019 \$45.22/\$125.64
- 2020 \$46.12/\$128.16 1.9% Increase
- 2021 \$46.12/\$128.16 0.0% Increase (rate guarantee)
- 2022 \$47.96/\$133.28 3.9% Increase
- 2023 \$47.96/\$133.28 0.0% Increase (rate guarantee)
- 2024 \$53.04/\$147.38 10.57% Increase

Dubs introduced Bill Chukuske from National Insurance Services, broker for the City of Marshall, who talked further about rates and pricing. Chukuske with permission from the city sought quotes for dental insurance from seven companies with five sending quotes and two declining to quote. From the quotes received Chukuske recommended that the City of Marshall switch dental providers from Delta Dental to BEAM Benefits. BEAM offered a much lower premium than Delta and the other quotes received while still offering the same service levels as Delta Dental. The largest difference was in the Usual, Customary, and reasonable rate which BEAM would cover 95% instead of the 90% offered by Delta Dental. Dubs concluded the presentation by showing comparable cities for single and family plans. The comparisons placed the City of Marshall in the lower half out of the 13 cities similar in size. The savings that would be gained by switching to BEAM and accepting BCBS would result in a total employer percentage increase of 3.77% for single and 4.92% for family coverage, while the employees would see a percentage increase of 3.30% for single and 4.97% for family coverage.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to accept the 2024 Blue Cross Blue Shield of Minnesota renewal, the 2024-2025 BEAM Benefits dental proposal, and cost-share proposals. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Authorization to Purchase Playground Equipment from St. Croix Recreation**

Preston Stensrud explained to the council that several years ago, the City of Marshall started implementing the installation of inclusive playground equipment in our parks. To date, Legion Field and Independence Park have had equipment and accessible surfacing installed, all via donations. The next park scheduled to have inclusive equipment installed would be at Justice Park. Staff would like to order the equipment from St. Croix Recreation, who holds the state contract, this fall for 2024 installation to avoid pricing increases. St. Croix Recreation had a sale on equipment that would be discounted in addition to the state contract price. The equipment would be paid for by donations and the installation would include additional sidewalk and accessible surfacing around the new equipment.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to authorize the purchase of playground equipment from St. Croix Recreation for inclusive playground equipment. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Information on MNDNR ReLeaf Grant Award Notification**

Stensrud provided a brief update on the MNDNR ReLeaf Grant that the City of Marshall had applied for earlier in 2023. The City of Marshall was selected to receive \$329,080 in grant funds to help with Emerald Ash Borer prevention and treatment. This grant was rare for the DNR as it also pays for staff time which no other DNR grant has done before and also required zero-dollar match from recipients. At this time not much can be done to inform citizens as the grant wording hasn't been made available but once more details emerge on what the funds could be used for the Parks Department would update council and the citizens of Marshall how to utilize the money. One additional grant was applied for approximately the same time as the ReLeaf Grant and was specific to removal of shade trees on city property, but no awards had been made yet.

**Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Architectural and Engineering Services Agreement with TKDA for Bidding Phase Services**

Jason Anderson informed the council that the city has been working with TKDA to construct a new snow removal equipment (SRE) and maintenance equipment building at the Southwest Minnesota Regional Airport since early 2021. The existing buildings do not adequately accommodate all of the airport maintenance storage and workspace needs. The new facility is planned to be constructed in Airpark East, the east building area of the airport. The facility was identified in the Airport Master Plan and the project has been identified on the airport capital improvement plan (CIP) since 2011. At the October 10, 2023, City Council meeting, the Council authorized City staff to submit a grant initiation request to FAA to notify the State and Federal aviation offices of the City's intent to utilize federal funds for the SRE project. Councilmember Lozinski asked for confirmation if TKDA was the original firm used for the bid plans that had bids come in much higher than the engineer's estimate. Anderson confirmed that it was the same firm and city staff has since met with TKDA to firm up details to ensure a successful bid process.

Proposed project timeline:

- i. Contractor forum & outreach – Nov. 2023
- ii. Advertise for bids – Dec. 2023
- iii. Bid opening – Jan. 2024
- iv. Contract award – Feb. 2024
- v. Material order – Mar. 2024
- vi. Grant applications – Mar. 2024
- vii. Notice to proceed (site work) – June 2024
- viii. Notice to proceed (building) – Sept. 2024
- ix. Construction completion – July 2025

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve the agreement with TKDA for architectural and engineering services. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Meister, Councilmember Lozinski. The motion **Carried. 5-2.**

**Commission/Board Liaison Reports**

- |            |  |
|------------|--|
| Brynes     | The Fire Relief Association met and discussed the retirement fund account. A number of long-term fire fighters retired and have depleted the fund, but the balance still remains at an acceptable level. |
| Schafer    | No report  |
| Meister    | No report.   |
| Schroeder  | The Planning Commission discussed the ordinances introduced in the consent agenda. Lauren Deutz will be hosting an EDA Bus Tour on November 3 <sup>rd</sup> .  |
| Alcorn     | No report.   |
| Moua-Leske | Prairie Jam was well attended with over 2,200 people. The CVB also received a minor update from a possible hotel developer who is looking at construction at a site next to the Red Baron Arena.         |
| Lozinski   | No report.   |

**Councilmember Individual Items**

Councilmember Lozinski suggested that the regular council meeting on December 26<sup>th</sup> be moved to December 19<sup>th</sup> and that formal action could be taken at the next meeting.

Councilmember Schafer mentioned that the Third and Lyon Street reconstruction was finished.

Councilmember Meister brought up a concern he had with traffic trying to beat the red light on C St. and Main during the morning when children are trying to cross the road.

Councilmember Schroeder wanted to thank the group of people she saw at Independence Park that picked up garbage.

Mayor Brynes gave the Public Works department praise for their good planning of projects that were completed.

**City Administrator**

The Charter Commission met on October 18<sup>th</sup> and reviewed some amendments to the city charter. The commission wanted some additional time for review, so another meeting was scheduled. The Community Services Advisory Board was scheduled to meet on October 30<sup>th</sup> to further discuss cannabis use in city parks and would hopefully make a recommendation to the Legislative and Ordinance Committee. Hanson and Stensrud had an interview with Deb Gau from the Marshall Independent on the Aquatic Center and its history.

**Director of Public Works/City Engineer**

Anderson had no additional projects to update the council on as most have wrapped up for the season.

**City Attorney**

The Rental Ordinance Committee went through most of the major details of the draft ordinance and one more meeting was scheduled for October 31<sup>st</sup> for final review and recommendations.

**Information Only**

There were no questions on the Information Only items.

**Upcoming Meetings**

There were no questions on the Upcoming Meetings.

**Adjournment**

At 6:28 PM Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

\_\_\_\_\_  
Steven Anderson, City Clerk

\_\_\_\_\_  
Robert Byrnes, Mayor



**CITY OF MARSHALL  
AGENDA ITEM REPORT  
COUNCIL 11/14/23**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	86-247 Landscaping, 86-1 Definitions, 82-1 Grass And Weeds On Private Property – Adoption of Ordinance
<b>Background Information:</b>	<p>This change adds a concept of pollinator gardens that has been recently approved by the Council. To be consistent with general structure of the Zoning Ordinance, the pollinator garden definition is added to Section 86-1 Definitions of the Zoning Ordinance. The proposed Ordinance treats vegetable, flower, and pollinator gardens in a similar manner, removing practically all limitations on their placements. To help alleviate neighbors’ concerns, a 5-ft. setback from property lines is required for all gardens.</p> <p>Changes to Section 82-1 are proposed as necessary to coordinate with other pollinator garden related sections.</p> <p>These changes were presented to the L&amp;O committee on 9/19/23 and were recommend for approval.</p> <p>The changes have been also presented at the Planning Commission regular meeting on 10/11/23. Planning Commission members had some concerns about the upkeep of the gardens, the type of flowers and vegetables that would be planted, and gardens invading additional areas. Planning Commission recommended limiting gardens in the front yard to 25 percent of the front yard area (the additional text to reflect this recommendation is highlighted in the proposed ordinance).</p> <p>The Ordinance Amending Section 86-247 Landscaping, 86-1 Definitions, and 82-1 Grass And Weeds On Private Property was introduced at the October 24, 2023, City Council meeting.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	Adopt the Ordinance amending Section 82-1 Grass And Weeds On Private Property, Section 86-1 Definitions adding a pollinator garden definition, and Section 86-247 Landscaping without limitation on the garden size in the front yard.
<b>Recommendations:</b>	<p>Staff and Planning Commission recommend that the Council close the public hearing on the Ordinance Amending Section 86-247 Landscaping, 86-1 Definitions, and 82-1 Grass And Weeds On Private Property.</p> <p>Staff and Planning Commission recommend that the Council adopt Ordinance 23-022, which is the Ordinance Amending Section 82-1 Grass And Weeds On Private Property, Section 86-1 Definitions adding a pollinator garden definition, and Section 86-247 Landscaping, with an added limit of 25 percent of the front yard area permitted for gardens.</p>

**CITY OF MARSHALL  
ORDINANCE 23-022**

**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 86-1 Definitions” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 86-1 Definitions

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Accessory building* means a subordinate building which is located on the same lot as the main use building and the use of which is clearly incidental to the use of the main building.

*Accessory equipment* means any permanent exterior structure which is located either on the same lot as the main use building or attached to any building on the lot and the use of which is clearly incidental to the use of the main building such as for building service or building occupants' entertainment including, but not limited to, TV antennas, AC units, solar panels, service tanks, children playgrounds, swimming pools, hot tubs, basketball courts, and other similar items. For the purposes of this section, amateur radio antennas, flag and light poles, and up to two electric vehicle charging stations, are not considered accessory equipment.

*Adult use* means an amusement or entertainment distinguished or characterized by an emphasis on material depicting, describing, or relating to sexual activities or anatomical areas; or which feature strippers, exotic or topless dancing, male or female impersonators.

*Alley* means a public way less than 30 feet in width which provides secondary access to abutting properties.

*Apartment* means a suite of rooms which is designed for, intended for, or used as a residence for one or more individuals and equipped with bathing and cooking facilities. Apartment is usually intended for rent or lease.

*Apartment building* means three or more apartments grouped in one building under single ownership and/or containing common public space.

*Assisted living facility* means a building or part thereof consisting of individual dwelling units and that includes common recreational spaces, a common dining room and food preparation areas where meals are served on a daily basis. Occupants are provided with personal care services because of age, disability or other reasons. Such facility is licensed by the state.

*Automobile wrecking.* See *junkyards*.

*Awning* means an architectural projection that is wholly supported by the building to which it is attached and which is comprised of a lightweight, rigid frame structure over which a covering is attached.

*Balcony* means an exterior floor or platform projecting from and supported by the building to which it is attached without additional independent support.

*Basement* means a portion of a building located fully or partly underground, but having less than half of its floor-to-ceiling height above the average grade of the adjoining ground. This portion is not a completed structure and serves as a substructure or foundation for a building.

*Bed and breakfast facility* means any dwelling other than a hotel, motel, boardinghouse or lodginghouse where the breakfast meal and lodging for compensation are provided for persons pursuant to previous arrangements. Such persons (guests) customarily shall have use of facility common areas such as living room, dining room, library, etc.

*Boarder* means a person who lives in a dwelling with a special contract with the owner whereby the owner provides meals and lodging.

*Boardinghouse or lodginghouse* means any dwelling other than a hotel or motel where meals, lodging or lodging and meals for compensation are provided for three or more persons who do not function as a household unit and who are semi-permanent in nature.

*Boulevard* means a portion of the street right-of-way not occupied by pavement.

*Brewpub* means a small brewery that serves and sells its product on premises in addition to off-premises sales. For the purpose of this article, brewpub is the same as taproom.

*Building* means any structure for the shelter or enclosure of persons, animals, chattels or property of any kind, including, for the purposes of this chapter, supporting structures for antennas, excepting guy wires installed not closer than one foot from the side or rear lot lines. When any such structure is separated by party walls without openings, such portion of such buildings so separated shall be deemed a separate building.

*Building code* means the current state building code.

*Building height* means the vertical distance from the average of the highest and lowest point of that portion of the lot covered by the building to the highest point of the roof for flat roofs; to the deck line of mansard roofs and to the mean height between eaves and ridge for gable, hip and gambrel roofs.

*Building official* means the municipal building code official certified under Minn. Stat. § 326B.133, subd. 2 and 3 and designated by the city council, who is authorized to enforce the state building code.

*Canopy* means an architectural projection that is supported by the building to which it is attached and at the outer end by not less than one vertical support.

*Carport* means a building serving as an automobile shelter and having one or more sides open.

*Congregate living facility* means a building or part thereof consisting of individual dwelling units with complete living facilities, including permanent provisions for living, sleeping, eating, cooking and sanitation, as well as a common dining room and food preparation areas where meals are served on a daily basis. Occupants are permanent residents of at least 55 years of age.

*Court* means an open unoccupied space bounded on three or more sides by the exterior walls of a building or buildings on the same lot.

*Crematorium* means a building where dead bodies are burned to ashes.

*Curb level* means the level of the established curb in front of the building measured at the center of such front. Where no curb level has been established, the city engineer shall establish such curb level or its equivalent for the purpose of this chapter.

*Day care facility* means any facility, licensed by the commissioner of public welfare, public or private, which for gain or otherwise regularly provides one or more individuals with care, training, supervision, habilitation, rehabilitation or developmental guidance on a regular basis, for periods of less than 24 hours per day, in a place other than the individual's own home. Day care facilities include, but are not limited to: family day care homes, group family day care homes, day care centers, nursery schools, daytime activity centers (D.A.C.-mentally retarded adults) and day services (adult activity programs). Nothing in this definition shall be construed to include any facility excluded by Minn. Stat. § 462.357, subd. 7.

*Deck* means an exterior floor or platform supported on at least two opposing sides by an adjacent structure and/or posts or piers and elevated above grade more than six inches.

*Depth of rear yard* means the mean horizontal distance between the rear line of the building and the centerline of an alley, where an alley exists, or a rear lot line.

*Developer* means the owner of the property, or a person or entity authorized in writing by the owner of the property to file the applications or the PUD and who will become the owner of the property prior to any development of the property.

*District* means a section of the city for which the regulations governing the height, area and use of buildings and premises or building appearance are the same.

*Downtown district* means an area in the city shown on the city zoning map and generally described as limited by Sixth Street, Lyon Street, First Street and Saratoga Street.

*Dwelling* means any building or portion of a building which is designed or used exclusively for residential purposes by one or more human beings either permanently or transiently.

*Dwelling, multiple family*, means a building or a portion of a building designed use by more than two families.

*Dwelling, one-family*, means a building designed for use exclusively by one family.

*Dwelling, two-family*, means a building designed for use by two families.

*Dwelling unit* means a self-contained portion of a building providing complete, independent living facilities for one or more individuals, including permanent provisions for living, sleeping, eating, cooking and sanitation.

*Earth sheltered building* means a building constructed so that 50 percent or more of the completed structure is covered with earth. An earth sheltered building is a complete structure that does not serve just as a foundation or substructure for aboveground construction. A partially completed building shall not be considered earth sheltered.

*Easement* means a grant by a property owner for the use of a strip of land for the purpose of constructing and maintaining utilities including, but not limited to, sanitary sewers, water mains, electric lines, telephone lines, storm sewer or storm drainage courses, and gas lines.

*Façade* means that portion of any exterior elevation of a building exposed to public view extending from grade to the top of the parapet wall or bottom of the eaves and the entire width of the building elevation.

*Family* means any number of individuals related by blood, marriage or adoption living together on the premises as a single housekeeping unit.

*Farming* means the cultivation of the soil and all activities incident thereto.

*Final development plan* means a final development plan based upon the preliminary development plan and presented by a PUD applicant as provided in section 86-140 and including the requirements set forth in that section.

*Floor area* means the sum of the gross horizontal areas of the all floors of a building measured from the exterior walls, including basements and attached accessory buildings.

*Footprint* means the area of the land covered by a building's foundation.

*Frontage* means that boundary of a lot that abuts a public street or a private road.

*Free standing furnace* means a furnace or burner designed and intended and/or used for the burning of wood or other fuel sources, that is located outside of a structure for which it is intended to provide heat.

*Garage, private,* means a garage for storage of non-commercial power-driven vehicles belonging to property owners or tenants only and which is erected as an accessory building.

*Garage, public,* means any premises except those described as a private garage, used for the storage or care of power-driven vehicles, or where any such vehicles are equipped for operation, repair or kept for remuneration, hire or sale.

*Garage sale (rummage sale, yard sale)* means any display and sale of used personal property conducted on residential premises by the occupant(s) of such property or on a parking lot of a community center, church, school, etc. by members of those institutions.

*Home occupation* means any occupation or business of a service or shop character, except family day care, conducted from the person's residence but which is clearly secondary to the main use of the premises as a dwelling.

*Hotel or motel* means any building or portion of a building where lodging is offered to transient (less than 30 days) guests for compensation and in which there are more than five sleeping rooms with no cooking facilities in an individual room.

*Housekeeping unit* means all persons residing within a dwelling unit whose relationship includes a substantial amount of social interaction including the sharing of housekeeping responsibilities and expenses.

*Impervious surface* means that portion of a parcel or lot which has a covering which does not permit water to percolate into the natural soil.

*Interim use* means a temporary use of property until a particular date, until the occurrence of a particular event, or until the use is no longer allowed by zoning regulations.

*Junk or refuse* means any scrap, waste, reclaimable material, or debris, whether or not stored or used in conjunction with dismantling, processing, salvaging, storing, baling, disposal, or other use or disposition. "Junk" includes tires, vehicle parts, equipment, paper, rags, metal, glass, building materials, household appliances, brush, wood, and lumber.

*Junkyard* means land or buildings where waste, discarded or salvaged materials are brought, sold, exchanged, stored, cleaned, packed, disassembled or handled which includes, but is not limited to: scrap metal, rags, paper, rubber products, glass products, lumber products and products for wrecking, disassembling and/or crushing of automobiles and other vehicles.

*Lot or plot* means one unit of a recorded plat or subdivision occupied or to be occupied by buildings, including as a minimum such open spaces as are required under this chapter and having frontage on a public right-of-way or a traveled or used recorded access.

*Lot area* means the land area within the lot lines.

*Lot, corner* means a lot situated at the junction of and fronting on two or more adjoining streets.

*Lot depth* means the mean distance between the front and rear lot lines; in most cases, it may be approximated as a distance between center points of the front and rear lot lines. For the purposes of this definition, the front lot line of the corner lot is the line opposite to the chosen rear yard.

*Lot, double frontage*, means an interior lot having frontage on two streets.

*Lot, flag*, means a lot with narrow or no frontage on the public right-of-way where vehicular access is provided to the lot by means of a narrow portion of a lot or an access easement.

*Lot, interior*, means a lot other than a corner lot.

*Lot lines* means the lines bounding a lot and separating it from other lots or public right-of-ways.

*Lot line, front*, means a lot line abutting a dedicated public right-of-way except alleys or any other access way that provides the only site access.

*Lot line, side*, means any lot line other than a front or rear lot line.

*Lot line, rear*, means a lot line which is usually directly opposite the front lot line. A lot may have only one rear lot line.

*Lot, substandard*, means any lot which does not meet the minimum lot area, length, depth, width or other dimensional standards of the section.

*Lot width* means the distance between side lot lines measured along the front lot line.

*Lot width, average*, means the distance between side lot lines measured at a point halfway between front and rear lot lines.

*Manufactured home* means a structure, not affixed to or part of real estate, transportable in one or more sections, which in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in it. A recreational vehicle or trailer is not a manufactured home.

*Manufactured home park* means any site, lot, field or tract of land upon which two or more occupied, manufactured homes are harbored, either free of charge or for revenue purposes, and shall include any building, structure, tent, vehicle or enclosure used or intended for use as part of the equipment of such manufactured home park.

*Marquee* means a flat roofed structure that is wholly supported by the building to which it is attached.

*Nonconforming* means a use or a structure lawfully in existence on April 6, 1964, or on the effective date of amendments to this chapter, and not conforming to the current regulations for the district in which it is situated.

*Outlot* means a tract of land, included in a plat, which is smaller than the minimum size permitted for lots and which is thereby declared unbuildable until combined through platting with additional land; or, a parcel of land which is included in a plat and which is at least double the minimum size and which is thereby subject to future platting prior to development; or a parcel of land which is included in a plat and which is designated for public or private open space, right-of-way, utilities or other similar purposes.

*Patio* means a structure made of concrete, brick, wood, or other building materials, with a height of six inches or less from ground level from any point of the structure, and not attached to a building.

*Pollinator gardens, or natural landscapes, means intentionally designed and managed gardens that contain non-native plants or native species that are listed as pollinator-friendly plants by the State of Minnesota Board of Water and Soil Resources (MNBWSR) or one of MNBWSR's partner organizations with the maximum height of vegetation not to exceed fifteen inches; pollinator gardens may not include any noxious weeds or turf-grass lawns left unattended for the purpose of returning to a natural state, and shall be maintained to remove all unintended vegetation and cut at least once annually between April 15 and July 15 to a height no greater than fifteen(15) inches.*

*Prefabricated building* means any building intended for use, and regulated by the zoning ordinance and building code, as a one- or two-family dwelling or an accessory building, which is constructed off the building site, for installation, or assembly and installation, on the building site on the permanent foundation.

*Preliminary development plan* means a formal development plan in preliminary form presented by a PUD applicant as provided in section 86-140 and including the requirements set forth in that section.

*Property* means all land included within the PUD.

*PUD (planned unit development)* means a zoning district which may include single or mixed uses, one or more lots or parcels, intended to create a more flexible, creative and efficient approach to the use of land and subject to the procedures, standards and regulations contained in this article.

*PUD agreement* means the agreement to be entered into between the developer and the city to incorporate all term, requirements and conditions of the PUD approval.

*Residential facility* means any facility, licensed by the commissioner of public welfare, public or private, which for gain or otherwise regularly provides one or more individuals with a 24-hour per day substitute for care, food, lodging, training, education, supervision, habilitation, rehabilitation and treatment they need, but which for any reason cannot be furnished in the individual's own home. Residential facilities include, but are not limited to: state institutions under the control of the commissioner of public welfare, foster homes, residential treatment centers, maternity shelters, group homes, residential programs or schools for handicapped children. Nothing in this definition shall be construed to include any facility excluded by Minn. Stat. § 462.357, subd. 7.

*Right-of-way* means the land covered by a public roadway and adjacent land designated or reserved for public use.

*Roomer* means a person who rents a single room in a dwelling with no right to cooking privileges or facilities except occasional meals and no special contract for food.

*Self-storage warehouse (ministorage)* means a building constructed into compartments of 500 square feet or less rented to individuals on a monthly basis for storage of personal property.

*Shopping center* means a group of businesses occupying a common building or immediately adjacent buildings and having common private mall areas, parking areas, access, signage and other facilities.

*Sign* means a name, identification, description, display, illustration, device or lettered figure or pictorial symbol which is affixed to or represented directly or indirectly upon a building, structure or land in view of the general public, and which directs attention to a product, place, activity, person, institution or business and is displayed for the purpose of communicating a specific message.

*Sign, abandoned,* means any sign remaining without a message or whose display surface remains blank for a period of six months or more, or any sign pertaining to a time, event or purpose which no longer applies, or any sign remaining after demolition of a principal structure, or any sign applicable to a discontinued business unless evidence is provided that a business is temporarily suspended due to a change in ownership or management.

*Sign, advertising,* means a sign which directs attention to a business, commodity, service, activity or entertainment not conducted, sold or offered upon the premises where such sign is located. An advertising sign is the same as a billboard.

*Sign alteration* means any change, reconstruction, relocation or enlargement of a sign, or of any of its component parts. Routine maintenance, the changing of movable parts of signs which are designed for such changes, the repainting of sign copy and display matter, and replacement of a sign facing with the same size facing shall not be deemed to be an alteration within the context of this chapter.

*Sign, banner*, means a temporary sign made of fabric, cloth, canvas, plastic sheathing or any other flexible non-rigid material with no enclosing framework temporarily mounted to a building, structure, or the ground at two or more edges.

*Sign, balloon*, means a temporary sign consisting of a bag made of lightweight material supported by helium, hot, or pressurized air which is greater than 24 inches in diameter.

*Sign, business*, means a sign which directs attention to a business or profession or to a commodity, service or entertainment sold or offered upon the premises where such a sign is located.

*Sign, construction*, means a temporary sign identifying an architect, contractor, subcontractor and/or material supplier participating in construction on the property on which the sign is located.

*Sign, directional*, means a sign erected on private property for the purpose of directing pedestrian or vehicular traffic onto or about the property upon which such sign is located, including signs marking entrances and exits, circulation direction, parking areas, and pickup and delivery areas, which does not display advertising copy.

*Sign, double-face*, means a sign which has a message on opposite sides of a single structural component or is a spherical sign. The single structural component is counted as one sign.

*Sign, dynamic display*, means any sign in which display portion of a sign appears to have movement or that appears to change and which is caused by any method other than physically removing and replacing the sign or its components. This includes, among other types, electronic graphic display sign having a programmable display that has the capability to present text and/or symbolic imagery in motion and in a variety of colors, or any display that incorporates rotating panels, LED lights manipulated through digital input, "digital ink", incandescent bulbs, or any other method or technology that allows a sign face to present a series of images or displays.

*Sign, electronic graphic display*, means any sign or portion thereof that displays electronic, static or moving images, with or without text information, defined by a small number of matrix elements using different combinations of light emitting diodes (LEDs), fiber optics, light bulbs or other illumination devices within the display area where the message change sequence is accomplished immediately or by means of fade, re-pixelization or dissolve modes. These signs include computer programmable, microprocessor controlled electronic or digital displays and projected images or messages with these characteristics onto buildings or other objects.

*Sign, flag*, means any fabric or similar lightweight piece of material attached at one end of the material, usually to a staff or pole but possibly to the underside of a roof structure, so as to allow movement of the material by atmospheric changes and which contains distinctive colors, patterns, symbols, emblems, insignia, or other symbolic devices.

*Sign, flashing*, means any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use.

*Sign, flat*, means a sign mounted parallel to the building surface and projecting no more than 18 inches.

*Sign, freestanding*, means a permanent non-movable sign supported upon the ground by poles, pylons, braces, foundation, solid base or any other structure and not attached to any building.

*Sign, ground*, means a freestanding sign with the sign face mounted on the ground or solid base or on the poles or pylon if the bottom edge of the sign display area is eight feet or less above the ground elevation at the base of the sign.

*Sign, holiday decoration*, means temporary signs, in the nature of decorations, clearly incidental to and customarily and commonly associated with any national, local or religious holiday.

*Sign, illuminated*, means any sign which has characters, letters, figures, designs or outlines illuminated by external electric lights or by electric lights or luminous tubes as a part of the sign.

*Sign, incidental*, means a small sign, emblem, or decal less than two square feet in area placed on the exterior of a building, or attached to a freestanding structure on the premises, and informing the public.

*Sign, integral*, means a sign carrying the name of a building, its date of erection, monumental citations, commemorative tablets, and the like, when carved into stone, concrete, or similar material or made of bronze, aluminum, or other permanent type of construction and made an integral part of the structure.

*Sign, multiple-face*, means a sign containing three or more faces. Each face shall be counted separately toward the maximum allowable sign area.

*Sign, nameplate*, means any sign which states the name or address, or both, but nothing else, of the business or occupant of the lot where the sign is placed.

*Sign, political*, means a temporary sign used in connection with a local, state or national election or referendum.

*Sign, portable advertising*, means all signs that are not permanently affixed to a building or foundation structure, intended for temporary placement on sidewalk or anywhere on the lot and designed to be moved easily, and used for business promotion.

*Sign, private sales or event*, means a temporary sign advertising private sales of personal property such as house sales, garage sales, and the like or private not-for-profit events such as picnics, carnivals, bazaars, game nights, art fairs, and craft shows or any charity fundraising.

*Sign, projecting*, means a sign mounted perpendicular to the building surface.

*Sign, public*, means a sign of a public, non-commercial nature, to include safety signs, danger signs, trespassing signs, traffic signs, signs indicating scenic or historical points of interest, memorial plaques and the like, when signs are erected by or on order of a public officer or employee in the performance of official duty.

*Sign, pylon*, means a freestanding sign erected upon a pole, post or other similar support so that the bottom edge of the sign display area is more than eight feet above the ground elevation at the base of the sign.

*Sign, real estate*, means a temporary sign advertising the real estate upon which the sign is located being for rent, lease or sale.

*Sign, roof*, means a sign that is mounted on the roof of a building or which is wholly dependent upon a building for support and which projects above the roof line of a building with a flat roof, the eave line of a building with a gambrel, gable or hip roof or the deck line of a building with a mansard roof.

*Sign, rotating or moving*, means a sign which revolves or rotates on its axis by mechanical means or has otherwise moving parts.

*Sign, surface area of*, means the entire area within a single continuous perimeter enclosing the extreme limits of the actual sign surface, or in the case of letters, symbols, etc., not mounted on a common background, the area shall consist of the area within the continuous outside perimeter of each individual letter, symbol etc. It does not include any structural elements outside the limits of such sign and not forming an integral part of the display. Only one side of a double-face or V-type sign structure shall be used in computing total surface area.

*Sign, temporary transportable advertising*, means all signs that are not permanently affixed to a building or foundation structure, mounted on wheels or supporting structure for the purpose of mobility.

*Sign, window*, means a sign attached to, placed upon, or painted on the interior of a window or mounted on the inside within the exterior wall thickness in the window opening and that is visible from the exterior of the building.

*Sketch plan* means an informal development plan presented by a PUD applicant as provided in section 86-140.

*Solar collector* means any device relying upon direct solar energy that is employed in the collection of solar energy for heating and/or cooling of a structure, building or water.

*Solar energy system* means any solar collector or other solar device or any structural design of a building whose primary purpose is to collect, convert or store solar energy for useful purposes including heating and cooling of buildings, domestic water heating, electric power generation, and other energy using processes.

*Staff development review committee* shall be appointed by the city administrator and will conduct a review of all development plans for any PUD. The committee shall include the city engineer and any other members of the city staff or city consultants.

*Story, half*, means that portion of a building under a gable, hip or gambrel roof, the wall plates of which, on at least two opposite exterior walls, are not more than two feet above the floor of such story.

*Street* means a public way set aside for vehicular traffic regardless of size or designation but excluding alleys as defined therein and driveways serving only one parcel of land.

*Structural alterations* means any change in the supporting members of a building such as bearing walls, columns, beams or girders.

*Structure* means anything constructed or erected, the use of which requires location on the ground or attachment to something having a location on the ground.

*Thoroughfare* means a major public roadway set aside for heavy continuous vehicular traffic through the city and designated as such on the city zoning map.

*Townhouse* means three or more one-family dwellings under separate ownership constructed as a group of attached units in which each unit extends from the foundation to roof.

*Use* means the purpose for which land or premises or a building thereon is designated, arranged or intended, or for which it is or may be occupied or maintained.

*Use, accessory*, means a use occurring along with, and related to, the principal use in the same lot and occupying more than ten percent but less than 25 percent of the principal building area or a separate accessory building.

*Use, incidental*, means a use occurring along with, and related to, the principal use in the same lot and occupying ten percent or less of the principal building area. Incidental use shall not be considered in determination of the zoning district placement.

*Use, mixed*, means a single building containing more than one type of land use or a single development of more than one building and use, where different types of land uses are in close proximity, planned as a unified complementary whole, and functionally integrated to the use of shared vehicular and pedestrian access and parking areas.

*Use, principal*, means the main use of the property occupying at least 75 percent of the building area and determining the zoning district placement.

*Variance* means a modification or variation of the provisions of this chapter as applied to a specific piece of property, except that modification in the allowable uses within a district shall not be considered a variance.

*Wind energy conversion systems (WECS)* means a device such as a wind charger, windmill, or wind turbine and associated facilities that converts wind energy to electrical energy. This definition includes any device used to convert wind power to other forms of energy such as mechanical or heat.

*Yard* means an open space lying between any line of the lot and the nearest line of the building.

*Yard, front*, means a yard extending across the front of the lot between the lot side lines and lying between the front line of the lot and the nearest line of the building.

*Yard, rear*, means an open space unoccupied except for accessory buildings on the same lot with a building, extending across the rear of the lot between the lot side lines and lying between the rear lines of the building and the rear line of the lot.

*Yard, side*, means an open unoccupied space between the building and the side line of the lot, and extending from the front lot line to the rear lot line.

(Code 1976, § 11.04; Ord. No. 404 2nd series, § 1, 11-16-1998; Ord. No. 410 2nd series, § 1, 2-16-1999; Ord. No. 443, § 2, 11-6-2000; Ord. No. 472, § 1, 1-7-2002; Ord. No. 512 2nd series, 3-1-2004; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 609 2nd series, § 1, 4-28-2009; Ord. No. 615 2nd series, § 3, 10-27-2009; Ord. No. 619 2nd series, § 1, 6-8-2010; Ord. No. 655 2nd series, § 1, 5-22-2012; Ord. No. 656 2nd series, § 1, 5-22-2012; Ord. No. 681 2nd series, § 1, 9-24-2013; Ord. No. 746 2nd series, § 1, 11-26-2019)

**Cross reference(s)**—Definitions generally, § 1-2.

**SECTION 2:            AMENDMENT** “Section 86-247 Landscaping” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 86-247 Landscaping

- (a) In all classes of residential and business districts, all exposed ground areas surrounding a principal and accessory use, including street boulevards and easements, and which are not devoted to parking, drives, walks, patios, designated retail display areas or other such uses shall be landscaped except vegetation areas left in a natural state during initial construction may remain if properly maintained. Downtown district is exempted from the landscaping requirements.

- (1) Fences, bushes, shrubs, and any other landscape elements placed upon

easements are subject to removal at owner's expense if required for maintenance or improvement of the utility. The city shall not be required to pay compensation for the items to be removed from a utility easement. Retaining walls shall not be placed upon easements.

- (2) Trees planted within, or adjacent to, public right-of-way shall comply with the city tree policy.
  - (3) All landscaped areas, including vegetable, flower, and pollinator gardens, shall be kept neat, clean, uncluttered and be properly maintained. Landscaped area shall not be used for the recurring parking of vehicles, except as provided for in section 86-230 for overflow parking, or the storage or display of materials, supplies, and merchandise.
  - (4) Vegetation within a 25-foot visibility triangle of the property corner at street intersections and within a 10-foot visibility triangle adjacent to alleys and driveways shall not be taller than three feet measured from the top of the street curb. All vegetation upon, and adjacent to, boulevards shall comply with the city tree policy.
  - (5) Private Vvegetable, flower and pollinator gardens are allowed in all R-1 and R-2 residence and, except vegetable gardens, in all business districts, ~~but shall not be located in the front yard or side yards and shall not occupy more than 25 percent of the area of a rear yard; larger gardens may be allowed by an interim use permit. Vegetable gardens must not be placed on a lot where there is no permitted use main building except when such lot is adjacent to the lot where a permitted use main building is located and both lots have the same owner(s), in which case the vegetable garden can occupy 20 percent of the area of a rear yard calculated for these two lots combined. Community gardens may be allowed in all other zoning districts by an interim use permit; except interim use permit is not required in agricultural district. All such gardens shall not be placed on the right-of-way or closer than five (5) feet to all property lines or buildings and shall not occupy more than 25 percent of the front yard.~~
    - a. As an exception, for lots where there is no permitted use principal building, flower and pollinator gardens are permitted but shall not be placed closer than fifteen (15) feet to all property lines.
  - (6) Community vegetable gardens may be allowed in all business zoning districts by an interim use permit. Such gardens shall not be located in the required yards or closer than ten feet to any building.
- (b) Landscape area shall occupy not less than 25 percent of the exposed ground area of the lot. Landscape area shall include not less than 50 percent live materials (vegetation, including flower and pollinator gardens) with the balance being permeable landscaping decorative materials such as landscape rock or mulch.
- (1) Grade slope over one-foot in three feet is prohibited unless existing site grading is unique and special measures are taken to prevent erosion.
  - (2) The trees shall be planted at a rate of at least one tree per 5,000 square feet of landscaped area or one tree per 50 feet of lot street frontage, whichever is greater; existing trees protected during construction may be counted toward

the total number of trees required. If more than five trees are required, at least two species shall be used.

- (3) Overgrown vegetation and sizable broken limbs shall be trimmed; dead or severely damaged trees shall be replaced. Infected trees shall be treated in accordance with chapter 82, Vegetation.
  - (4) Elms, ash, and box elder trees shall not be used unless disease resistant species are utilized.
- (c) In all classes of business and industrial districts yards adjoining any of the classes of residence districts or public parks shall be landscaped with buffer planting screens unless an adjacent residence district property contains a non-residential use. In R-3 and R-4 multiple family residence districts, yards adjoining lower classes of residence districts shall be landscaped with buffer planting screens unless a multiple family residence district property contains exclusively one- to four-family residences.
- (1) Buffer planting screens shall be at least 80 percent opaque year-round and six feet high. Planting screens shall be planted in such manner that, when fully grown, they remain entirely within the property boundaries. A maintenance-free opaque fence or other means deemed comparable to planting screens by the city staff may be used to substitute for the required buffer planting screens provided requirements of subsection (b) are met.
- (d) Building enlargement and expansions over 50 percent of existing building footprint area or construction of additional main use buildings on site shall cause an entire site landscaping review by city staff for ordinance compliance.
- (e) All requirements of this section shall be satisfied within one year of receiving a temporary certificate of occupancy. All new site work performed on existing occupied sites shall comply with the landscaping requirements.

(Code 1976, § 11.19(3)(A)(1); Ord. No. 687, § 1, 6-10-2014; Ord. No. 727 2nd series, § 1, 4-24-2018; Ord. No. 749 2nd series, § 1, 6-23-2020)

**SECTION 3:            AMENDMENT** “Section 82-1 Grass And Weeds On Private Property” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 82-1 Grass And Weeds On Private Property

- (a) It is unlawful for any owner, occupant or agent of any lot or parcel of land in the city, to allow any weeds or grass growing upon any such lot or parcel of land to grow to a greater height than eight inches , unless such grass brome grass or alfalfa, which is cut, baled and removed from the premises according to normal farming practices.
  - (1) The provision of subparagraph (a) does not apply to any area within Industrial and Agricultural zoning district, as defined in Chapter 86 Zoning, provided that the area with grass exceeding 8 inches in height is located at least 200 feet

from the nearest occupiable building and 100 feet from such building on the same lot; and at least 50 feet from the public right of way, a sidewalk, bike path, parking lot, or any other site feature reasonably expected to be visited by the general public on a regular basis.

- (2) The provision of subparagraph (a) does not apply, with the approval of the City Engineer, in all zoning districts within 15 feet of the top of the slope of any permanent body of water such as a pond or a river.
- (3) The provision of subparagraph (a) does not apply to City owned agriculturally zoned land and other areas maintained as pollinator gardens as defined and regulated in Chapter 86 Zoning Ordinance of this Code ~~maintained as weeded prairie, pollinators, meadow or natural landscape vegetation that does not contain noxious weed growth and that includes the cultivation of native grasses indigenous to Minnesota; and native vegetation shall be cut at least once annually between April 15 and July 15 to a height no greater than ten inches.~~

(b) If any such owner, occupant or agent fails to comply with this height limitation and, after notice given by the city clerk, has not within seven days of such notice complied, the city shall cause such weeds or grass to be cut and the expenses thus incurred shall be a lien upon such real estate. The finance director shall certify to the county auditor a statement of the amount of the cost incurred by the city. Such amount, together with interest, shall be entered as a special assessment against such lot or parcel of land and be collected in the same manner as real estate taxes.

(Code 1976, § 10.25; Ord. No. 723 2nd Series, § 1, 8-8-2017)

**State law reference(s)**—Minnesota Noxious Weed Law, Minn. Stat. § 18.75 et seq.; special assessment authorized, Minn. Stat. § 429.101.

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

**SUMMARY ORDINANCE NO. 23-022**

**AN ORDINANCE AMENDING CHAPTER 82 AND CHAPTER 86 OF THE CITY CODE  
RELATING TO ZONING AND VEGETATION**

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

Section 1: City Code of Ordinances, Chapter 82, Article I, Section 82-1; Chapter 86, Article I, 86-1; and Article VI, Division VI-4, 86-247 is hereby amended in summary as follows:

Added a definition of “Pollinator Garden” and allowing their use within city limits with restriction on placement.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 23-022.

It is hereby directed that only the above Title and Summary of Ordinance No. 23-022 be published conforming to Minnesota Statutes §331A.01 with the following:

**NOTICE**

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

Section 3: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 14<sup>th</sup> day of November 2023.

THE COMMON COUNCIL  
Robert Byrnes  
Mayor of the City of Marshall, MN

ATTEST:  
Steven Anderson  
City Clerk



**CITY OF MARSHALL  
AGENDA ITEM REPORT  
COUNCIL 11/14/23**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	86-248 Outside Storage – Adoption of Ordinance
<b>Background Information:</b>	<p>This section had been amended multiple times in the past, first to allow a single shipping container in a general business district with an interim use permit, and then several times more to make it less and less restrictive. At the Council meeting in August, City staff asked for confirmation of City Council support for the City Ordinance as it was written and confirmation of City Council support for City staff’s function regarding Code enforcement. At that meeting, the Council directed staff to review this section again. The proposed change will now allow a single storage unit – still with an interim use permit - without a fence around, provided it is painted to match the building.</p> <p>These changes have been presented at the Planning Commission and L&amp;O and both recommend approval.</p> <p>The Ordinance Amending Section 86-248 Outside Storage was introduced at the October 24, 2023, City Council meeting.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	<p>Staff and Planning Commission recommend that the Council close the public hearing on the Ordinance Amending Section 86-248 Outside storage.</p> <p>Staff and Planning Commission recommend that the Council adopt Ordinance 23-XXX, which is the Ordinance Amending Section 86-248 Outside storage.</p>

**CITY OF MARSHALL  
ORDINANCE 23-023**

**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 86-248 Outside Storage” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 86-248 Outside Storage

- (a) In all classes of residential districts, open storage and accumulation of materials and equipment shall be prohibited. In all other zoning districts, open storage of materials and equipment shall be prohibited in the required front, side, and rear yards, except storage shall be allowed in the required rear yard in industrial districts. Unless prohibited elsewhere in the ordinance, any other outside storage, including outdoor storage tanks, shall be located or screened so as not to be visible from public right-of-way, public parks or any lot within 500 feet in any of the classes of business or residence districts, except in industrial and agricultural zoning districts screening from public right-of-way is not required. The screening may be achieved by fencing or landscaping means compliant with section 86-247. In all classes of business districts, the storage area shall be paved or graveled to control erosion and shall be properly maintained. Temporary storage of building materials intended for construction use on premises shall be allowed during ongoing construction and up to two weeks prior to construction and is exempt from the above requirements provided a valid building permit is obtained.
- (b) Outdoor display of retail merchandise intended for sale or rent and open to public shall be allowed in all classes of business and industrial districts. In all classes of business districts, the display area, except live plants sales area, shall be paved to control dust and erosion and facilitate access to, and moving of, displayed products. Except licensed automobile, motorcycle, off-road vehicle, and boat sales lots, and small motorized farm and lawn care equipment sales, the display area shall not be located in the required front and side yards. Outdoor display areas adjacent to any of the classes of residence districts shall be screened by fencing or landscaping means compliant with section 86-247. Outdoor display area shall be adequately lighted.
- (c) In all classes of residential districts and residential properties within other zoning districts,  
outdoor display and sale shall be allowed during garage and yard sales only. The display and sales area shall be located entirely within the pertinent residential property.
  - (1) Any related signage shall be limited to premises and to other private properties provided permission from the property owners is obtained; all signage shall be

erected not earlier than one-day before sale and shall be removed at the termination of the sale. Such signs shall be limited to three square feet each.

- (2) There shall be no more than four garage sales conducted during any period of 12 calendar months; there shall be no more than two garage sales conducted during any period of 30 calendar days; there shall be no garage sales conducted for more than four consecutive days; and there shall be no garage sales conducted before 7:00 a.m. or after 8:00 p.m.
- (d) Building enlargement and expansions over 50 percent of existing building footprint area, construction of additional buildings on site, or changes of use resulting in new exterior storage or display area shall cause an exterior storage/display area review by city staff for ordinance compliance.
- (e) Trash, garbage, refuse, recycling materials or any other items intended for disposal shall be stored in designated containers or dumpsters which, with the exception of R-1 and R-2 residence districts, shall be located within areas set for collection of garbage as prescribed by section 50-23. In R-1 and R-2 residence districts trash cans shall not be stored in the required front yard except on the day of garbage collection. In R-1 and R-2 residence districts furniture and other bulky items may be left at the curb for pick up by the licensed garbage hauler or anywhere in the front yard for anyone to take for no more than 48 hours. In all classes of business and industrial districts, similar items intended for disposal may be piled together for temporary storage no longer than six months within garbage collection areas in a single stack not higher than five feet and with area no more than 100 square feet.
  - (1) In all classes of multiple-family and business districts, garbage collection areas shall be paved and fully enclosed with secured access and shall not be located in the required front yard. The enclosure shall be between five and six feet high and fully opaque. If it is located next to the building, it shall be finished with materials matching the exterior of the building. Enclosure requirement does not apply in the Downtown district.
  - (2) Temporary construction dumpsters intended for demolition and other construction debris may be located outside of such enclosures during ongoing construction and up to one week before and after construction provided a valid building permit is obtained. No temporary construction dumpster shall be set on public right-of-way or public parking lot unless a city permit is secured.
- (f) Storage units are not allowed as permanent storage in all classes of residential or business districts. Storage units include motor vehicle trailers, including semi-trailers, designed to carry cargo; cargo or shipping containers constructed out of prefabricated metal and designed for overseas shipping or mounting on rail cars or truck trailers; or steel framed, weatherproof moving containers, commonly known as PODS. Utilization of a single unit is allowed for temporary storage for no more than 30 days in a calendar year; in Business districts, the 30 days limit may be extended for longer up to 180 days by an interim use permit, provided such unit is painted to match the building with no signage, lettering, or advertising of any sort and is not placed in the front yard or required side or rear yards. The above listed units used for temporary construction related storage shall be allowed during an ongoing construction project and up to a month prior to construction, provided a valid building permit is obtained

As an exception, storage units totaling less than 1,000 square feet or ten percent of the main building area, whichever is less, may be permitted by an interim use permit in a B-3 general business district, with the following conditions:

- (1) The containers shall not be placed in any front or required side or rear yard.
  - (2) The containers shall be located so as not to be visible from the public right-of-way, public parks, or any lot in any of the classes of business or residence districts within 500 feet of the containers. It may be screened by fencing or landscaping means compliant with section 86-247. If a fence taller than otherwise permitted by the Ordinance is required for screening by an interim use permit condition, a variance for such fence construction shall not be required.
  - (3) The containers shall be new or freshly painted with neutral colors with no painted signage, lettering, or advertising and shall be properly maintained.
  - (4) The interim use permit shall expire when the property changes ownership or earlier as approved by the council.
- (g) In all classes of residential districts, a licensed boat, open or closed trailer, camper, motor-home, recreational vehicle or other motorized vehicle, but no more than three units, may be stored outside on the property as regulated in section 74-131. One snowmobile, ATV, golf cart, riding mower, trailer, boat, or camper can be displayed for sale in the front yard, provided it has not been purchased or consigned for resale and is not displayed for longer than seven consecutive days or longer than 30 days in a calendar year. No storage or accumulation of any materials in trailers is permitted.

(Code 1976, § 11.19(3)(A)(2); Ord. No. 687, § 1, 6-10-2014; Ord. No. 749 2nd series, § 1, 6-23-2020; Ord. No. 21-002, § 1, 4-27-2021)

**Editor's note(s)**—Ord. No. 687, § 1, adopted June 10, 2014, amended the title of § 86-248 to read as set out herein. Previously § 86-248 was titled storage of materials.

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

**ORDINANCE NUMBER 23-023**

**ORDINANCE AMENDING CHAPTER 86  
OF THE CITY CODE RELATING TO ZONING**

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

Section 1. Chapter 86, Article VI Supplemental Regulations of the City Code is hereby amended as follows, to- wit:

(f) Storage units are not allowed as permanent storage in all classes of residential or business districts. Storage units include motor vehicle trailers, including semi-trailers, designed to carry cargo; cargo or shipping containers constructed out of prefabricated metal and designed for overseas shipping or mounting on rail cars or truck trailers; or steel framed, weatherproof moving containers, commonly known as PODS. Utilization of a single unit is allowed for temporary storage for no more than 30 days in a calendar year; in Business districts, the 30 days limit may be extended for longer by an interim use permit, provided such unit is painted to match the building with no signage, lettering, or advertising of any sort and is not placed in the front yard or required side or rear yards. The above listed units used for temporary construction related storage shall be allowed during an ongoing construction project and up to a month prior to construction, provided a valid building permit is obtained.

Section 2. This Ordinance shall take effect after its passage and publication.

Passed and adopted by the Common Council this 14th day of November 2023.

THE COMMON COUNCIL  
Robert Byrnes  
Mayor of the City of Marshall, MN

ATTEST:  
Steven Anderson  
City Clerk



**CITY OF MARSHALL  
AGENDA ITEM REPORT  
COUNCIL 11/14/23**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	66-33 Process, 66-55 Procedures, and 86-30 Amendments – Adoption of Ordinance
<b>Background Information:</b>	<p>Suggested changes will make more uniform the most common procedures that involve the Planning Commission and require public hearings. Currently, rezoning, variances and conditional use permits go to the Planning Commission meeting for public hearings; however, plats and changes to zoning ordinance text have public hearings at the Council meetings. This inconsistency sometimes causes confusion. The proposed changes will move public hearings for platting and zoning ordinance amendments to the Planning Commission meetings making everything more consistent. Procedures requiring two council meetings will still have them, except the second one will not be a public hearing unless the Council desires.</p> <p>City attorney has reviewed these changes.</p> <p>These changes have been presented at the Planning Commission and L&amp;O and both recommend approval.</p> <p>The Ordinance Amending Section 66-33 Process, 66-55 Procedures, and 86-30 Amendments was introduced at the October 24, 2023 City Council meeting.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	<p>Staff and Planning Commission recommend that the Council close the public hearing on the Ordinance Amending Section 66-33 Process, 66-55 Procedures, and 86-30 Amendments.</p> <p>Staff and Planning Commission recommend that the Council adopt Ordinance 23-024, which is the Ordinance Amending Section 66-33 Process, 66-55 Procedures, and 86-30 Amendments.</p>

**CITY OF MARSHALL  
ORDINANCE 23-024**

**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 66-33 Process” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 66-33 Process

- (a) *Plat approval.* All proposed subdivision plats must be approved by the city council through a three-phase development process. When there are only a small number of lots being platted, the requirements for a sketch plan may be waived by the city engineer.
- (1) *Sketch plan.* Prior to the submission of the preliminary plat to the planning commission, the developer shall present a sketch of the proposed plan to the city engineer for discussion and comment regarding the requirements for the general layout of streets, roads, reservations of land, street and road improvements, drainage, sewerage, fire protection and similar matters, as well as the availability of services.
- (2) *Preliminary plat.* Based on the discussion of the sketch plan or other considerations, the applicant ~~shall~~may submit the preliminary plat for approval. The preliminary plat shall provide all of the information indicated in division 2 of this article. This plat ~~shall~~will be subject to the review and approval of the city engineer, utilities support services, and the planning commission prior to approval by the city council.
- (3) *Final plat.* The final plat shall consist of the plat, the final drainage and grading plan, the final utility plan, and a final erosion control plan, if required.
- a. The final grading and drainage plan, the final utility plan, and, if required, the final erosion control plan shall be approved or disapproved within 15 days after submittal to the city engineer. If these plans are approved by the city engineer, the developer may then submit the plat for approval.
- b. The plans shall provide the information indicated in division 3 of this article and shall require the review of the city engineer and the approval of the city council. Either all or a portion of the preliminary plat may be approved for platting by the city council.
- (b) *Replats.* If the land proposed for platting is a resubdivision, it shall require a preliminary plat and a final plat of the resubdivision requiring the same review and approval procedures as the preliminary plat and the final plat, unless the resubdivision

meets the requirements set forth in section 66-35. The city engineer may then waive the requirements for a preliminary plat.

- (c) Application forms. Subdivision plat requests may be applied for only on the forms prepared by the city engineer. An application shall not be considered complete until a preliminary plat is filed with the city engineer.
- (d) *Filing fee.* The filing fee shall be deposited at the office of the city engineer/~~zoning administrator~~ for all preliminary plats, final plats and for all replats. The schedule of fees shall be set by resolution of the city council.

(Code 1976, § 12.03(3))

**SECTION 2:**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~~highways~~ 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 ~~and forwarded to the secretary of the planning commission.~~
- (b) One copy of the preliminary plat shall be filed with the ~~director of public works/~~city engineer for city council use, and who shall advise the council ~~shall be advised by him~~ 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.:
  - (1) ~~One copy of the preliminary plat to the electric utilities serving the proposed subdivision.~~
  - (2) ~~One copy of the preliminary plat to the telephone company servicing the proposed subdivision.~~
  - (3) ~~One copy of the preliminary plat to the natural gas company 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) ~~One copy of the preliminary plat shall be referred to the secretary of the planning commission.~~ After receipt of any comments and recommendations from the commissioner of ~~transportation~~ highways 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 ~~and may be called by the secretary. A ten-day written notice of such meeting, stating the time, place and purpose, shall be given by the zoning administrator to all members of the planning commission, abutting property owners and the subdivider; provided, however, that failure to give such notice shall not affect the validity of such meeting or subsequent proceedings relating to the plat.~~
- (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. ~~At such meeting,~~ 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 ~~within five days after the adjournment of such meeting.~~
- (h) ~~At the next regular or special meeting held more than ten days after receipt of the planning commission recommendations, the city council shall call a hearing on the preliminary plat to be held before the council, fix a time for hearing, and order publication of a notice of such hearing as required by state statutes.~~
- (i) At any time prior to publication of a notice of public hearing ~~council action calling a hearing on the preliminary plat~~, the subdivider may, in writing, withdraw his application for approval by filing such withdrawal in the office of the city engineer. If the subdivider ~~he~~ 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.
- (j) 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 ~~W~~ 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.

~~(k) The requirements of subsections (f) and (h) may be waived by the planning commission and city council if the preliminary plat is a replat of an area, and if the preliminary plat does not affect the land use of the area, and if the preliminary plat does not involve the development of additional streets or portions of streets. If the formal hearing and notification processes are waived, the planning commission shall still approve the preliminary plat pursuant to other provisions of this section and pass its recommendation on to the city council for its approval or disapproval, which shall be given within 30 days after the decision of the planning commission.~~

(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 3:            AMENDMENT** “Section 86-30 Amendments” of the Marshall Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Section 86-30 Amendments

- (a) *Intent*. This chapter and the boundary maps adopted pursuant to this chapter may be amended whenever the public necessity and convenience and the general welfare require.
- (b) *Who may apply*. Amendments to this chapter, including rezoning, may be initiated by:
  - (1) The city council;
  - (2) The planning commission;
  - (3) The city staff acting on behalf of the city council; or
  - (4) The affected property owner.

For the purpose of this section, the words "affected property owner" shall mean the actual owner of the property which is proposed to be rezoned or is directly controlled by the chapter regulation proposed to be changed.

- (c) *Application forms.* All amendment requests, including Rrezoning requests, may be applied for only on the forms prepared by the city zoning administrator. All rezoning applications shall be accompanied by a list of names and addresses of the owners of lands within 350 feet of the property described on the application as the same appear on the records of the county.
- (d) *Application fee.* The council may, by resolution, establish a fee for the filing of applications for amendments, including rezoning, by the affected property owners. The fee shall be paid before the application shall be considered, and shall not be refundable. In case of public property being rezoned, the fee may be waived by the zoning administrator.
- (e) *Application requirements.* All applications for changes in the boundaries of any zoning district which are initiated by the petition of the owners of property, the zoning of which is proposed to be changed, shall be accompanied by a map or plat showing the lands proposed to be changed, proposed buildings and uses, and all lands within 350 feet of the boundaries of the property proposed to be rezoned. Application for rezoning shall be made to the planning commission.
- (f) *Procedure.* The planning commission may hold such hearings on the amendment or rezoning as it may consider necessary. Before any amendment or rezoning is adopted, the planning commission shall hold a public hearing pursuant to Minn. Stat. § 462.357, subd. 3. Following the hearing, the planning commission shall make a report upon the proposal to the council and shall recommend to the council whatever action it deems advisable.
- (g) *City council proceedings.* Upon the receipt of the report of the planning commission, the council may hold whatever hearings it deems advisable and shall make a decision on the request for amendment or rezoning. When the council is making this decision, it is acting as a board of zoning adjustments and appeals. If planning commission meetings are cancelled due to lack of quorum and recommendations are not presented to the council within 60 days of the day of submitting application to the planning commission, the council may proceed without receiving a planning commission report. Unless a public hearing ~~for rezoning~~ is held at the planning commission meeting, at least one public hearing shall be held by City Council pursuant to Minn. Stat. § 462.357, subd. 3. Unless state law otherwise requires a two-thirds vote, ~~T~~he amendment or rezoning shall be effective only if a majority of all the members of the council concur in its passage.
- (h) *Appeal.* Any person aggrieved by a decision of the council shall have a right to appeal such decision to the state district court located in the county. Such appeal shall be filed within 30 days of the date of the council's decision.

(Code 1976, § 11.24; Ord. No. 656 2nd series, § 1, 5-22-2012; Ord. No. 680 2nd series, § 1, 9-24-2013)

**State law reference(s)**—Amendments, Minn. Stat. § 462.357, subsds. 2, 3.

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

**SUMMARY ORDINANCE NO. 23-024**

**AN ORDINANCE AMENDING CHAPTER 66 AND CHAPTER 86 OF THE CITY CODE  
RELATING TO SUBDIVISIONS AND ZONING**

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

Section 1: City Code of Ordinances, Chapter 66, Section 66-33; and Section 66-55; Chapter 86, Section 86-30 is hereby amended in summary as follows:

The Plat approval process for the subdivision of land will be moved to the Planning Commission and final approval will be made with the Marshall City Council.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 23-024.

It is hereby directed that only the above Title and Summary of Ordinance No. 23-024 be published conforming to Minnesota Statutes §331A.01 with the following:

**NOTICE**

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

Section 3: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 14<sup>th</sup> day of November 2023.

THE COMMON COUNCIL  
Robert Byrnes  
Mayor of the City of Marshall, MN

ATTEST:  
Steven Anderson  
City Clerk

<b>Presenter:</b>	Cassi Weiss
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval to Allow Alcoholic Beverages at the Red Baron Arena for the Fairbank Ice Dogs on December 1st & 2nd
<b>Background Information:</b>	The Fairbanks Ice Dogs and the Marshall Convention and Visitors Bureau have applied for permission to sell alcoholic beverages at the Red Baron Arena on December 1 <sup>st</sup> and 2 <sup>nd</sup> for the NAHL games. The beverages will be served by Fuzzy's Bar and is currently licensed by the City of Marshall to sell intoxicating beverages.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the permit to allow Visit Marshall alcoholic beverages to be sold at the Red Baron Arena on December 1 <sup>st</sup> and 2 <sup>nd</sup> of 2023.

## City of Marshall, Minnesota

# Alcoholic Beverages at City Owned Facilities & Parks

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Visit Marshall**

at Red Baron Arena & Expo  
on December 1st & 2<sup>nd</sup>, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

(SEAL)

Mayor

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

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

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary Liquor License for the Friends of the Orchestra
<b>Background Information:</b>	<p>The Friends of the Orchestra have applied for a one-day temporary liquor license for their annual Christmas fundraiser concert at Holy Redeemer Church for the Southwest Minnesota Orchestra. The fundraiser concert will be held on December 5<sup>th</sup>, 2023.</p> <p>All Temporary Liquor Licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for the Friends of the Orchestra on December 5 <sup>th</sup> , 2023.



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: Friends of the Orchestra LTD  
Date organized: 10/02/2007  
Tax exempt number: 41-1799541

Address: P. O. Box 191  
City: Lynd  
State: MN  
Zip Code: 56157

Name of person making application: Kristin Gruhot  
Business phone: 507-530-2555  
Home phone: none

Date(s) of event: December 5, 2023  
Type of organization:  Microdistillery  Small Brewer  
 Club  Charitable  Religious  Other non-profit

Organization officer's name: Kristin Gruhot  
City: Lynd  
State: MN  
Zip Code: 56157

Organization officer's name: [Blank]  
City: [Blank]  
State: MN  
Zip Code: [Blank]

Organization officer's name: [Blank]  
City: [Blank]  
State: MN  
Zip Code: [Blank]

Organization officer's name: [Blank]  
City: [Blank]  
State: MN  
Zip Code: [Blank]

Location where permit will be used. If an outdoor area, describe.  
Church of the Holy Redeemer, 503 West Lyon Street, Marshall, MN 56258

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](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN).**



**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 <u>Marshall Area Chamber of Commerce</u>		Date organized <u>02/11/1930</u>	Tax exempt number <u>41-0395440</u>
Address <u>314 West Main Street, Suite 2</u>		City <u>Marshall</u>	State <u>MN</u>
		Zip Code <u>56258</u>	
Name of person making application <u>Brad Gruhot</u>		Business phone <u>507-532-4484</u>	Home phone <u></u>
Date(s) of event <u>November 30, 2023</u>	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name <u>Ellen Griebel</u>	City <u>Marshall</u>	State <u>MN</u>	Zip Code <u>56258</u>
Organization officer's name <u></u>	City <u></u>	State <u>MN</u>	Zip Code <u></u>
Organization officer's name <u></u>	City <u></u>	State <u>MN</u>	Zip Code <u></u>
Organization officer's name <u></u>	City <u></u>	State <u>MN</u>	Zip Code <u></u>

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

Leading Edge Credit Union  
1406 East College Dr. Suite 100  
Marshall, MN 56258

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 EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary Liquor License for the Marshall Area Chamber of Commerce
<b>Background Information:</b>	<p>The Marshall Area Chamber of Commerce have applied for a one-day temporary liquor license for their Business After Hours event that will be held at Leading Edge Credit Union on November 30, 2023.</p> <p>All Temporary Liquor Licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for the Marshall Area Chamber of Commerce on November 30 <sup>th</sup> , 2023.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the 2024-2025 Health Care Savings Plan Memorandums of Understanding
<b>Background Information:</b>	<p>The Minnesota State Retirement System (MSRS) offers a post-retirement Health Care Savings Plan program to State employees and other governmental subdivisions. A HCSP is an employer sponsored program that allows employees to save money, tax-free, to use upon separation of employment to pay for eligible health care expenses. Individual employees are responsible for all associated account administrative fees. An informational brochure and plan document can be found on the MSRS website at <a href="http://www.msrs.state.mn.us">www.msrs.state.mn.us</a>.</p> <p>Since April 2006, the City Council has supported and encouraged employees to participate in this plan. The current HCSP MOU's for each of the union and non-union groups will expire on 12/31/2023. The AFSCME bargaining unit, both LELS bargaining units, and the non-union group would appreciate Council consideration and approval of the revised agreements to ensure continuation of the program for employees—employer approval is required by MSRS for program continuation.</p> <p>The attached proposed agreements reflect majority consensus among the eligible participants. Each of the agreements has also been reviewed by the Minnesota State Retirement System and found to be compliant under the rules of the program.</p> <p>Participation in the MSRS HCSP results in a significant tax savings to the City. The savings is realized through the City's FICA (Social Security and Medicare) contributions on behalf of employees; that is, the City is not required to pay FICA taxes on contributions to the plan by the employee or the employer. All contributions equate to a 7.65% savings to the City on the contributions of AFSCME and the non-union employees and a 1.45% (Medicare portion of FICA) savings to the City on the contributions of employees in the LELS unions.</p> <p>Since 2006, the City Council has approved an annual (pro-rated) employer contribution to individual accounts in the amount of \$25.00 annually, made in December into active employee accounts. Though public employers are not required to participate, it is the recommendation of staff to approve the agreements as proposed, with the \$25 contribution to incentive employees to actively participate in this benefit through payroll deductions.</p> <p>In 2022, the \$25 per account annual City contribution totaled \$1,908.45 to 80 employee accounts. The City realizes a tax savings on this contribution as well as the employee contributions. (The \$1,908.45 isn't divisible by \$25 because the contribution by the City is pro-rated for new employees.)</p>
<b>Fiscal Impact:</b>	<p>The City realizes a <u>savings</u> through participation in this program.</p> <p>In 2022, the total tax savings to the City was \$31,878.51.</p> <p>There are no fees charged to the City. All fees, administrative and investment, are paid by the employee.</p>

<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	That the Council approves the 2024-2025 Health Care Savings Plan Memorandums of Understanding.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL #65 (AFSCME UNION)**

**AND THE CITY OF MARSHALL**

**ESTABLISHING A HEALTH CARE SAVINGS PLAN (HCSP)**

**WITH THE MINNESOTA STATE RETIREMENT SYSTEM**

**A. Purpose of Memorandum**

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the AFSCME Union Labor Agreement and the City of Marshall.

**B. Duration**

This Memorandum shall become effective January 1, 2024 and shall terminate effective December 31, 2025; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2025.

**C. Administration**

The City of Marshall will handle the administrative responsibilities of remitting and accounting for the AFSCME Union employee contributions to the Minnesota State Retirement System (MSRS) as required by MSRS. No contributions or severance payments will be made to the account of a deceased employee.

**D. Employee Contributions to the HCSP**

Under this Memorandum, contributions to the HCSP will be established for the AFSCME Union employee by the AFSCME Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the AFSCME Union. All bargaining unit members will be included.

- 1) *Individual employees will contribute biweekly as a payroll deduction, based on years of service, in accordance with the following schedule:*

*0 to 4 yrs = 1%  
5 to 10 yrs = 2%  
11 to 20 yrs = 3%  
21+ yrs = 4%*

- 2) *Upon termination of employment from the City, individual employees will contribute 100% of the accrued amount of vacation, personal leave, and accrued compensatory*

*leave as per the Labor Agreement of record between AFSCME and the City of Marshall and in accordance with the City of Marshall Personnel Policy manual.*

- 3) *Upon termination of employment from the City, individual employees will contribute 100% of their severance pay and accumulated sick leave as per the respective schedules provided in the Labor Agreement of record between AFSCME and the City of Marshall.*

**E. Employer Contributions to the HCSP**

Under this Memorandum, although the Employer is not legally required to make a contribution to the HCSP, the City of Marshall hereby agrees to contribute to the individual employee accounts as follows:

- 1) Annual (pro-rated) contribution of \$25.00; contribution to be made in December into active employee accounts.

**F. Employee's Death**

Upon an employee's death, contributions can no longer be made to the HCSP.

**G. Investment Options**

Individual employees may select their individual investment options from the list of options made available to employees by the MSRS.

For the City of Marshall

AFSCME Union

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor

\_\_\_\_\_  
Business Agent

By: \_\_\_\_\_  
Its: City Clerk

\_\_\_\_\_  
Union Steward

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

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

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**LAW ENFORCEMENT LABOR SERVICES, INC. (LELS) LOCAL #190**  
**AND THE CITY OF MARSHALL**  
**ESTABLISHING A HEALTH CARE SAVINGS PLAN (HCSP)**  
**WITH THE MINNESOTA STATE RETIREMENT SYSTEM**

**A. Purpose of Memorandum**

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the LELS Local #190 Labor Agreement and the City of Marshall.

**B. Duration**

This Memorandum shall become effective January 1, 2024 and shall terminate effective December 31, 2025; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2025.

**C. Administration**

The City of Marshall will handle the administrative responsibilities of remitting and accounting for the LELS Local #190 Union employee contributions to the Minnesota State Retirement System (MSRS) as required by MSRS.

**D. Employee Contribution to the HCSP**

Under this Memorandum, contributions to the HCSP will be established for the LELS Local #190 Union employee by the LELS Local #190 Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the LELS Local #190 Union. All bargaining unit members will be included.

- 1) Individual employees will contribute \$125.00 biweekly as a payroll deduction to the HCSP.
- 2) Upon termination of employment from the City, individual employees will contribute 100% of the accrued vacation, accrued sick leave, severance, and accrued compensatory leave as per the Labor Agreement of record between LELS Local #190 and the City of Marshall Personnel Policies.

**E. Employer Contribution to the HCSP**

Under this Memorandum, although the Employer is not legally required to make a contribution to the HCSP, the City of Marshall hereby agrees to contribute to the individual employee accounts as follows:

- 1) Annual (pro-rated) contribution of \$25.00; contribution to be made in December into active employee accounts.

**F. Employee's Death**

Upon an employee's death, contributions can no longer be made to the HCSP.

**G. Investment Options**

Individual employees may select their individual investment options from the list of options made available to employees by the MSRS.

For the City of Marshall

LELS Local #190 Union

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor

\_\_\_\_\_  
Business Agent

By: \_\_\_\_\_  
Its: City Clerk

\_\_\_\_\_  
Union Steward

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

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE LAW ENFORCEMENT LABOR SERVICES, INC. (LELS) LOCAL #245**

**AND THE CITY OF MARSHALL**

**ESTABLISHING A HEALTH CARE SAVINGS PLAN (HCSP) WITH**

**THE MINNESOTA STATE RETIREMENT SYSTEM**

**A. Purpose of Memorandum**

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the LELS Local #245 Labor Agreement and the City of Marshall.

**B. Duration**

This Memorandum shall become effective January 1, 2024 and shall terminate effective December 31, 2025; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2025.

**C. Administration**

The City of Marshall will handle the administrative responsibilities of remitting and accounting for the LELS Local #245 Union employee contributions to the Minnesota State Retirement System (MSRS) as required by MSRS. No contributions or severance payments will be made to the account of a deceased employee.

**D. Employee Contributions to the HCSP**

Under this Memorandum, contributions to the HCSP will be established for the LELS Local #245 Union employee by the LELS Local #245 Union. Individual members may neither increase nor decrease their individual contributions from the amount established by the LELS Local #245 Union. All bargaining unit members will be included.

- 1) *Individual employees will contribute \$125.00 biweekly as a payroll deduction to the HCSP.*
- 2) *Upon termination of employment from the City, individual employees will contribute vacation and accrued sick leave as per the Labor Agreement of record between LELS Local # 245 and the City of Marshall Personnel Policies:*

*0 to 15 yrs = 0%*

*16+ yrs = 100%*

**E. Employer Contribution to the HCSP**

Under this Memorandum, although the Employer is not legally required to make a contribution to the HCSP, the City of Marshall hereby agrees to contribute to the individual employee accounts as follows:

- 1) *Annual (pro-rated) contribution of \$25.00; contribution to be made in December into active employee accounts.*

**F. Employee's Death**

Upon an employee's death, contributions can no longer be made to the HCSP.

**G. Investment Options**

Individual employees may select their individual investment options from the list of options made available to employees by the MSRS.

For the City of Marshall

LELS Local #245 Union

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor

*Brian Bone*  
\_\_\_\_\_  
Business Agent

By: \_\_\_\_\_  
Its: City Clerk

*Jim Byrne*  
\_\_\_\_\_  
Union Steward

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

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

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF MARSHALL NON-UNION EMPLOYEES AND THE CITY OF MARSHALL**

**ESTABLISHING A HEALTH CARE SAVINGS PLAN (HCSP)**

**WITH THE MINNESOTA STATE RETIREMENT SYSTEM**

**A. Purpose of Memorandum**

This Memorandum of Understanding establishes a Health Care Savings Plan (HCSP) in the State of Minnesota, Minnesota State Retirement System (MSRS) for employees covered by the City of Marshall Personnel Policy and the City of Marshall.

**B. Duration**

This Memorandum shall become effective January 1, 2024 and shall terminate effective December 31, 2025; unless specifically renewed by both parties for a definitive period of time prior to December 31, 2025.

**C. Administration**

The City of Marshall will handle the administrative responsibilities of remitting and accounting for the City of Marshall Non-union employee contributions to the MSRS as required by MSRS. No contributions or severance payments will be made to the account of a deceased employee.

**D. Employee Contributions to the HCSP**

Under this Memorandum, contributions to the HCSP will be established for the City of Marshall Non-union employees by the City of Marshall Non-union employees. Individual members may neither increase nor decrease their individual contributions from the amount established by the Non-union employees. All non-bargaining unit members will be included.

1) *Individual employees will contribute biweekly as a payroll deduction, based on years of service, in accordance with the following schedule:*

- 0 to 4 yrs = 1%*
- 5 to 8 yrs = 2%*
- 9 to 29 yrs = 3%*
- 30 to 34 yrs = 4%*
- 35+ yrs = 5%*

2) Upon termination of employment from the City, individual employees will contribute 100% of the eligible accrued and unused vacation and sick leave as per the City's personnel policy.

3) Upon termination of employment from the City and based on the employee's years of service, individual employees will contribute his/her severance pay as per the City's personnel policy and in accordance with the following schedule:

20-24 yrs = 50%  
25+ yrs = 100%

**E. Employer Contributions to the HCSP**

Under this Memorandum, although the Employer is not legally required to make a contribution to the HCSP, the City of Marshall hereby agrees to contribute to the individual employee accounts as follows:

1) Annual (pro-rated) contribution of \$25.00; contribution to be made in December into active employee accounts.

**F. Employee's Death**

Upon an employee's death, contributions can no longer be made to the HCSP.

**G. Investment Options**

Individual employees may select their individual investment options from the list of options made available to employees by the MSRS.

For the City of Marshall

City of Marshall Non-Bargaining Unit

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor

\_\_\_\_\_  
Employee Representative

By: \_\_\_\_\_  
Its: City Clerk

\_\_\_\_\_  
Employee Representative

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

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for the Annual Renewal of Tobacco Licenses
<b>Background Information:</b>	<p>Ten businesses within the City of Marshall have submitted their annual renewal application to make retail sales of cigarette and other tobacco products.</p> <p>Under City Ordinance Chapter 42, Article 42 VI – Tobacco, all required forms and insurance have been submitted, reviewed, and be found to be correct.</p>
<b>Fiscal Impact:</b>	\$150.00/application
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the annual renewal of tobacco licenses for retail sales.

No. T24001



# City of Marshall, Minnesota

## ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **Marshall's Tobacco Inc.** to sell cigarettes and other tobacco products at **200 W. Main St.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24002



## City of Marshall, Minnesota

### ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **Hy-Vee Inc.** to sell cigarettes and other tobacco products at **900 E. Main St.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24003



## City of Marshall, Minnesota

### ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **Hy-Vee Inc. dba Hy-Vee Gas** to sell cigarettes and other tobacco products at **904 E. Main St.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24004



## City of Marshall, Minnesota

### ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **AgPlus Cooperative** to sell cigarettes and other tobacco products at **1100 E. Main St.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24005



## City of Marshall, Minnesota

### ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **AgPlus Cooperative** to sell cigarettes and other tobacco products at **401 Country Club Dr.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24006



## City of Marshall, Minnesota

### ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **Roll N' Smoke** to sell cigarettes and other tobacco products at **1113 E. College Dr.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24007



## City of Marshall, Minnesota

### ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **Walmart Inc.** to sell cigarettes and other tobacco products at **1121 E. Main St.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24008



# City of Marshall, Minnesota

## ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **Casey's General Store No. 1748** to sell cigarettes and other tobacco products at **100 E. Main St.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24009



## City of Marshall, Minnesota

### ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **Casey's General Store No. 3475** to sell cigarettes and other tobacco products at **1109 E. College Dr.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

No. T24015



# City of Marshall, Minnesota

## ~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota  
County of Lyon  
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **DG Retail Inc.** to sell cigarettes and other tobacco products at **801 E. College Dr.**

in the CITY OF MARSHALL in said county and state for the term of **Twelve Months.**

Beginning with the **1<sup>st</sup>** day of **January 2024**, subject to the laws of the

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

pertaining thereto.

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

Attest:

THE COMMON COUNCIL  
of the CITY OF MARSHALL

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

By \_\_\_\_\_  
Mayor

(Seal)

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of Annual Renewal of Liquor Licenses for 2024
<b>Background Information:</b>	<p>Under Minnesota Statute 340A Liquor, Wine, Club and 3.2% licenses are issued by local municipalities but still require MN DPS Alcohol &amp; Gambling Enforcement Division approval. Twenty local businesses have submitted their renewal applications and additional required documentation. Attached are the licenses being requested for renewal by each business.</p> <p>Licenses cover a period from January 1 – December 31, 2024.</p>
<b>Fiscal Impact:</b>	\$35,430.00
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the renewals of various liquor, wine and 3.2% licenses for 2024.

# City of Marshall, Minnesota

## 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Casey's Retail Company dba**  
**Casey's General Store No. 1748,**

For an **3.2% Off-Sale License** at **100 E. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Casey's Retail Company dba**  
**Casey's General Store No. 3475,**

For an **3.2% Off-Sale License** at **1109 E. College Dr.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Hy-Vee Inc. dba**  
**Hy-Vee Food Store,**

For an **3.2% Off-Sale License** at **900 E. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Hy-Vee Inc. dba**

**Hy-Vee Gas,**

For an **3.2% Off-Sale License** at **904 E. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Walmart Inc. dba**

**Walmart #1722,**

For an **3.2% Off-Sale License** at **1121 E. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

# City of Marshall, Minnesota

## 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**La Tapatia Mexican Grocery Store Corp. dba**  
**La Tapatia,**

For an **3.2% Off-Sale License** at **321 W. College Dr.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**AgPlus Cooperative dba**

**Ampride Main,**

For an **3.2% Off-Sale License** at **401 Country Club Dr.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# 3.2% On-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Marshall A's Baseball Assoc.**

For an **3.2% On-Sale License** at **Legion Field**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# 3.2% On-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Hunan Lion Inc. dba**

**Hunan Lion,**

For an **3.2% On-Sale License** at **228 W. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Apple Minnesota LLC dba**  
**Applebee’s Neighborhood Grill & Bar,**

For an **Combined On-Sale & Sunday Liquor License** at **1510 E. College Dr.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Hitching Post of Marshall Inc. dba**  
**Hitching Post Eatery and Saloon,**

For an **Combined On-Sale & Sunday Liquor License** at **1104 E. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Marshall Golf Club Inc. dba**  
**Marshall Golf Club,**

For an **Combined On-Sale & Sunday Liquor License** at **800 Country Club Dr.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Three-Legged Dog Inc. dba**  
**Varsity Pub,**

For an **Combined On-Sale & Sunday Liquor License** at **128 W. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Botton of the 9th, Inc. dba**  
**Wooden Nickel,**

For an **Combined On-Sale & Sunday Liquor License** at **448 W. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Fuzzy's Bar & Grill, Inc. dba**  
**Fuzzy's Bar & Grill,**

For an **Combined On-Sale & Sunday Liquor License** at **236 W. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**BDH2, LLC dba**  
**Tavern 507,**

For an **Combined On-Sale & Sunday Liquor License** at **1500 E. College Dr.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Fraternal Order of Eagles Aerie 3405 dba**  
**Eagles Club,**

For an **Combined On-Sale & Sunday Liquor License** at **423 W. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject  
to the provisions of the Ordinances of the City of Marshall governing such license.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

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

(Seal)

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Atlantic Place LLC dba**

**Atlantic Place,**

For an **Combined On-Sale & Sunday Liquor License** at **100 W. College Dr.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# On-Sale Liquor

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**SLB Enterprise Inc. dba**

**The Gambler,**

For an **On-Sale Liquor License** at **303 W. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# On-Sale Liquor

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Mariachi Fiesta LLC dba**

**Mariachi Fiesta,**

For an **On-Sale Liquor License** at **329 W. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

# City of Marshall, Minnesota

## On-Sale Liquor

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Wings Axe Company**

For an **On-Sale Liquor License** at **100 W. College Dr. Suite 1**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

# City of Marshall, Minnesota

## Wine

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Hy-Vee Inc. dba**  
**Hy-Vee Market Café,**

For an **Wine License** at **900 E. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

# City of Marshall, Minnesota

## Wine

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Hunan Lion Inc. dba**

**Hunan Lion,**

For an **Wine License** at **228 W. Main St.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## City of Marshall, Minnesota

# 3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Ella's Market**

For an **3.2% Off-Sale License** at **300 E. College Dr.**  
from **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of Taxicab License Renewal
<b>Background Information:</b>	<p>All taxicab licenses are approved to expire each calendar year. All 2023 taxicab licenses will expire at midnight, December 31, 2023.</p> <p>All required forms have been reviewed and deemed to be sufficient.</p>
<b>Fiscal Impact:</b>	\$100 per application + \$25 per additional vehicle
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the taxicab licenses for 2024 pending all requirements are met.

# City of Marshall, Minnesota

## Taxicab

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

**Armando Jose Rugama Zelay dba**  
**Rugama's Taxi**

For a **Taxicab License**  
for **January 1, 2024 - December 31, 2024**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **November 14, 2023**

(SEAL)

Mayor

Attest:

City Clerk



**CITY OF MARSHALL  
AGENDA ITEM REPORT  
COUNCIL 11/14/23**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Introduction of Ordinance – Rezone property at 100 through 120 London Road from R-1 One Family Residence District to I-1 Limited Industrial District
<b>Background Information:</b>	<p>This is a request by City of Marshall, Marshall, MN to rezone area at 100 through 120 London Road and as shown on attached map from R-1 One Family Residence District to I-1 Limited Industrial District for potential future development of a commercial building. The new Comprehensive Plan shows this entire area as a Commercial/Industrial Mix use with intent to allow for both commercial and light industrial uses. This mixed-use district ordinance with associated requirements has not been developed yet, but the current I-1 Limited industrial district will serve as the basis for the new district, making it an appropriate zoning district for this area.</p> <p>Rezoning procedures are described in Section 86-30 Amendments. A rezoning map and aerial photo are attached.</p> <p>At the November 8, 2023, Planning Commission meeting, a public hearing was held, and a motion was made by Pieper, seconded by Deutz to rezone the area from R-1 One Family Residence District to I-1 Limited Industrial District. All voted in favor.</p>
<b>Fiscal Impact:</b>	N/A
<b>Alternative/Variations:</b>	None recommended.
<b>Recommendations:</b>	Planning Commission and staff recommend that the Council introduce the attached ordinance to rezone area as shown on the map at 100 through 120 London Road from R-1 One Family Residence District to I-1 Limited Industrial District.

**FINDINGS OF FACT AND RECOMMENDATION**

**RECOMMENDATION OF APPROVAL OF A  
REZONING REQUEST  
WITHIN THE CITY OF MARSHALL, MINNESOTA**

**WHEREAS**, an application has been submitted by the City of Marshall (“Applicant”) to the City Council requesting approval of a rezoning under the Zoning Code, Article 86-IV, Section 86-30, in the City of Marshall for the following location:

**LOCATION:** As shown on attached map.

**LEGAL DESCRIPTION:** N/A.

**WHEREAS, THE APPLICANT SEEKS THE FOLLOWING:** A Rezoning from an R-1 One family residence zoning district to an I-1 Limited industrial district of the properties shown on attached map, and

**WHEREAS**, Comprehensive Plan views economic development as a major goal for the City and its government, and

**WHEREAS**, this rezoning from R-1 is consistent with the City’s zoning plan and furthers the intent of the future plan for commercial/industrial mixed use as shown on the Future Land Use map, and

**WHEREAS**, the mixed-use district ordinance with associated requirements has not been developed yet, but the current I-1 Limited industrial district will serve as the basis for the new district, and

**WHEREAS**, the area being rezoned from R-1 to I-1 provide appropriate transition from residential to industrial areas, promotes general welfare, and is not for the sole benefit of any private interest, but rather benefits the public at large, and

**WHEREAS**, staff presented the Planning Commission with information that the proposed rezoning will facilitate further economic development in the area based on expressed interest from a developer, and

**WHEREAS**, notice required pursuant to Minnesota Statutes Section 462.357 including the time, place and purpose of the hearing was published in the official newspaper at least ten days prior to the day of the hearing; and

**WHEREAS**, notice was mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the amendment relates, and

**WHEREAS**, the Planning Commission has held a public hearing as required by the city Zoning Code on November 8, 2023, and

**NOW THEREFORE, BE IT RESOLVED**, by the Planning Commission of the City of Marshall that the City Council should rezone the property requested by the Applicant from R-1 to I-1 based on the following findings:

1. The proposed rezoning is consistent with the intent of the current Comprehensive Plan.
2. The proposed rezoning will further the City development.

**BE IT FURTHER RESOLVED** that this recommendation be communicated to the Marshall City Council.

The foregoing recommendation, arising out of the motion offered by Pieper and seconded by Deutz, was declared carried on the following vote:

4 Ayes:

0 Nays:

Passed:Y

---

Chairperson, Planning Commission

**ORDINANCE NUMBER 23-0XX**

**ORDINANCE AMENDING CHAPTER 86  
OF THE CITY CODE RELATING TO ZONING**

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

Section 1. Chapter 86 of the City Code and the City of Marshall Zoning Map referred to in Section 86-72, are hereby further amended as follows, to- wit:

**City of Marshall, County of Lyon, State of Minnesota  
100 through 120 London Road  
Exhibit A**

is hereby rezoned from R-1 One Family Residence District to I-1 Limited Industrial District.

Section 2. Within thirty (30) days after official publication of the Ordinance, the Zoning Administrator of said City is directed to record on the City of Marshall Zoning Map, the changes in zoning resulting from the passage of this ordinance.

Section 3. Except as amended herein, said Chapter 86, as heretofore amended, shall remain in full force and effect.

Section 4. This Ordinance shall take effect from and after its passage and publication.

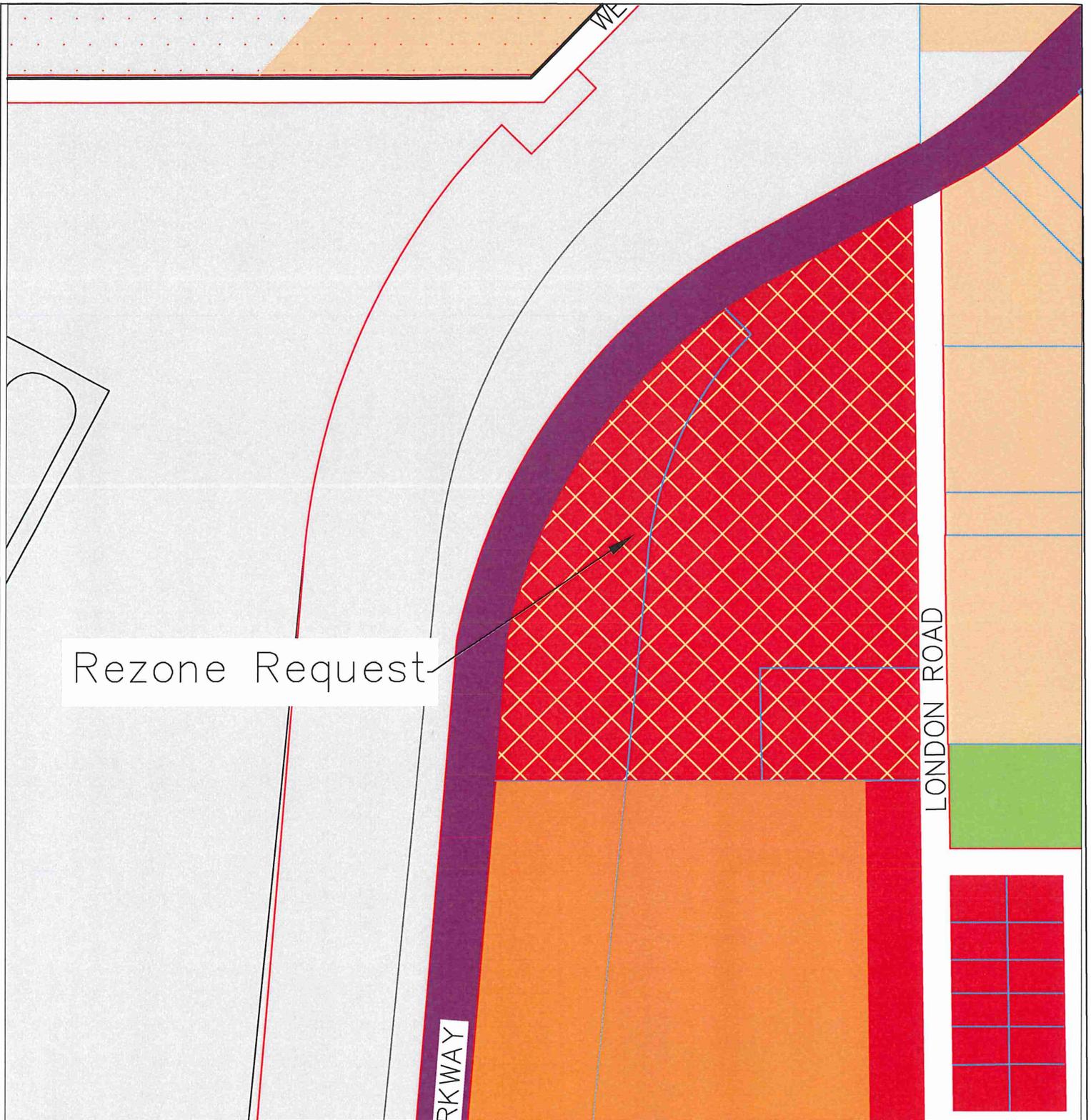
Passed and adopted by the Common Council this DD day of MM 2023.

THE COMMON COUNCIL

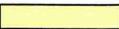
ATTEST:

\_\_\_\_\_  
Mayor of the City of Marshall, MN

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



Rezone Request

A		AGRICULTURAL	R-4		HIGHER DENSITY - MULTIPLE FAMILY RESIDENCE	B-3		GENERAL BUSINESS
R-1		ONE FAMILY RESIDENCE	R-5		MANUFACTURED HOME PARK	B-4		SHOPPING CENTER BUSINESS
R-2		ONE TO FOUR FAMILY RESIDENCE	B-1		LIMITED BUSINESS	I-1		LIMITED INDUSTRIAL
R-3		LOW TO MEDIUM DENSITY - MULTIPLE FAMILY RESIDENCE	B-2		CENTRAL BUSINESS	I-2		GENERAL INDUSTRIAL


**COMMUNITY PLANNING DEPT.**  
**344 WEST MAIN STREET**  
**MARSHALL, MINNESOTA**  
**56258**

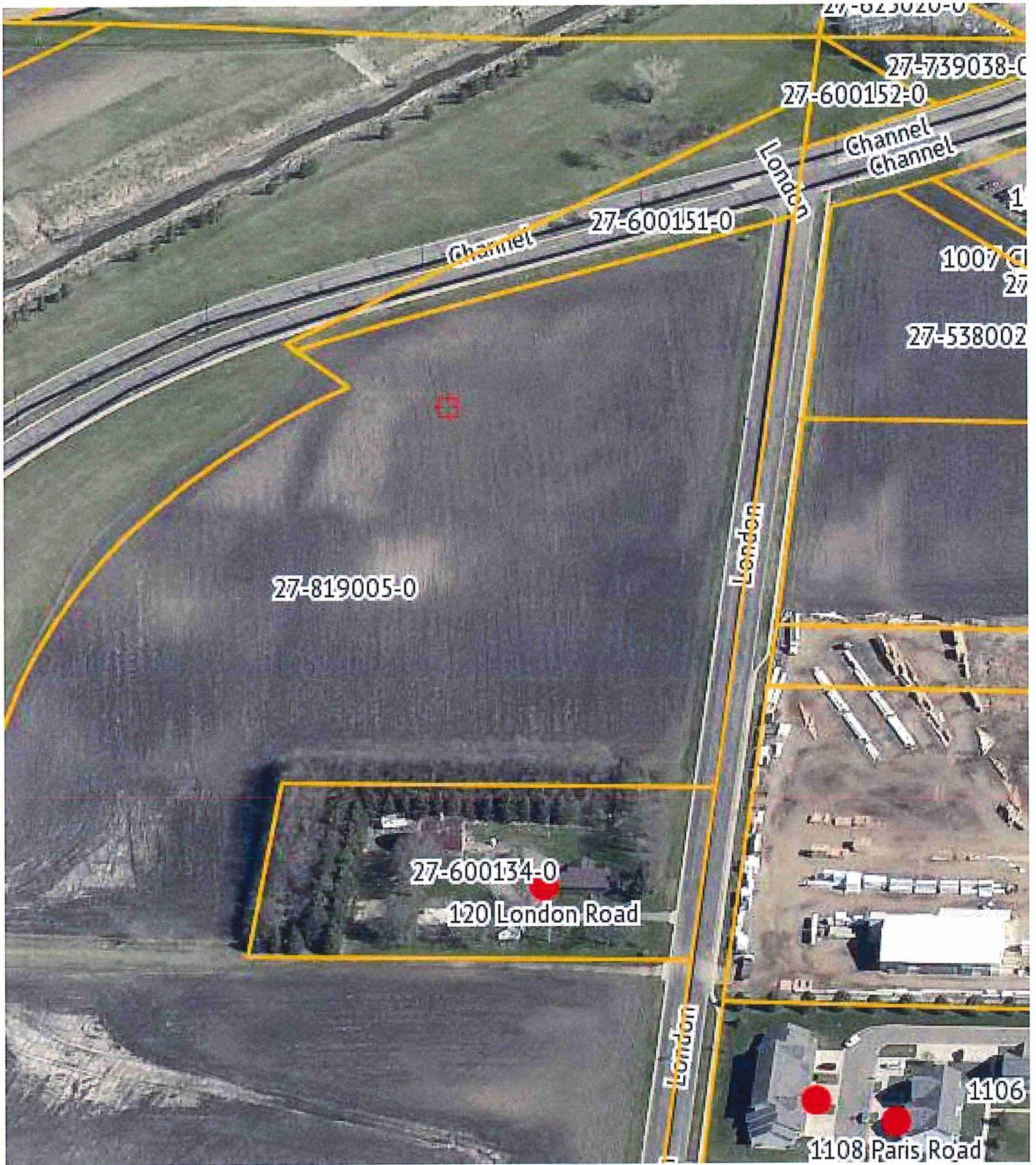
Exhibit A

NOV. 2, 2023

EXISTING ZONING MAP W/ PROPOSED REZONE AREA FROM R-1 TO I-1

Item 12.

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**CITY OF MARSHALL  
AGENDA ITEM REPORT  
COUNCIL 11/14/23**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Introduction of Ordinance – Amending Section 86-106 I-1 Limited Industrial District and Call for Public Hearing
<b>Background Information:</b>	<p>The new Comprehensive Plan has introduced a new land use: Commercial/Industrial Mix use, with the intent to allow both commercial and light industrial uses. This mixed-use district ordinance with associated requirements has not been developed yet. However, the current I-1 Limited industrial district description will serve as the basis for the new district requirements.</p> <p>Based on potential economic development in an area marked as Commercial/industrial use on the Land use map, a rezoning has become necessary, and the most reasonable way for the time being is to rezone this area to an I-1 limited industrial district, while also adding an office use to this district, in line with the future Commercial/Industrial zoning district.</p> <p>At the meeting on October 31, 2023, Legislative and Ordinance Committee voted to recommend to council the approval of revisions to City Ordinance Section 86-106 I-1 Limited Industrial District.</p> <p>At the November 8, 2023, regular Planning Commission meeting, Doom made a motion, seconded by Deutz to recommend to City Council an approval as recommend by staff. All voted in favor of the motion.</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	None.
<b>Recommendations:</b>	Planning Commission and staff recommend that the Council introduce the Ordinance Amending Section 86-106 I-1 Limited Industrial District by adding business offices as a permitted use and Call for Public Hearing to be held on November 28, 2023.

## **Section 86-106 1-1 Limited Industrial District**

(a) *Intent; scope.* This section applies to the 1-1 limited industrial district. This 1-1 district provides a location for nonnuisance type manufacturing and/or less intensive commercial uses such as wholesale activities, with only incidental outside storage.

(b) *Permitted uses.* The following uses shall be permitted in the 1-1 industrial district:

Ambulance and taxi service, bus, and rail stations or terminals.

Animal hospitals.

Auto parts and accessories sales.

Automobile garages and repair shops, with no long-term outside storage of vehicles or equipment.

Automobile parking lots and garages.

Building materials sales and storage and lumberyards.

Business or professional offices.

Camera and photographic supplies manufacture.

Carpenter and cabinet shops, plumbing and heating shops, and janitorial services.

Cartage and express facilities.

Cartography, bookbinding, engraving, publishing, job printing, lithographing and copying.

Commercial greenhouses, nurseries or tree farms.

Contractor's offices shops and yards for plumbing, heating, glazing, painting, paper hanging, roofing, ventilating, air conditioning, masonry and electrical and refrigeration supplies and other construction related trades when completely enclosed within a building.

Electrical and electronic products manufacture.

Electrical service shops.

Fallout shelter.

Farm equipment sales and service.

Farm, feed and seed supply stores.

Garage and storage of motor vehicles.

Governmental service buildings.

Household goods repair and service shops.

Ice plant.

Industrial truck and equipment sales and service shops.

Jewelry manufacture.

Kennels.

Leather goods.

Medical, dental and optical equipment manufacture.

Mobile home and camping trailer sales.

Musical instruments manufacture.

Railroad rights-of-way.

Rentals of industrial type equipment.

Research, experimental or testing stations.

Self-storage warehouse.

Soft drink and bottling establishments (enclosed).

Storage or warehousing, when completely enclosed within a building.

Telephone exchange.

Trade schools.

Transformer and booster stations, transmitters and other utility stations.

Trophy and award manufacturing or assembling.

Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.

Wholesale business and office establishments.

(c) *Permitted accessory uses.* The following uses shall be permitted accessory uses in the 1-1 industry district:

All uses customarily incidental to the uses permitted in subsections (a) and (b) of this section.

Off-street parking and loading as regulated by article VI of this chapter.

Signs, as regulated by article VI of this chapter.

Solar energy collectors and systems.

(d) *Conditional uses.* All conditional use permits for the 1-1 district may only be issued if the proposed use meets the specific 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 1-1 industrial di

conditional use permit:

Automobile and truck sales or used car lots.

Billboards.

Brewpubs and microbreweries.

Day care facility serving any number of individuals.

Heliport.

Meat and butcher shops and cold storage lockers, with limited slaughtering.

Municipal or other governmental administration buildings, police and fire stations, community centers, public libraries, museums, art galleries and post office stations.

Other industrial uses of the same general character as listed in subsection (b).

Overnight campgrounds.

Parks and recreational areas owned or operated by governmental agencies.

Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.

Recyclable materials processing when completely enclosed within a building.

Utility stations and structures.

(e) *Height, yard, area, lot width and lot coverage regulations.* Height, yard, area, lot width and lot coverage regulations for the 1-1 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.

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.* Not more than 50 percent of the total area of a lot shall be covered by buildings. No lot coverage restrictions apply in the downtown district.

(f) *General regulations.* Additional regulations in the 1-1 limited industrial business district are set forth in article VI of this chapter.

(Code 1976, § 11.16; Ord. No. 401 2nd series, § 1, 10-19-1998; Ord. No. 410 2nd series, § 3, 2-16-1999; Ord. No. 443, § 3, 11-6-2000; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 606 2nd series, § 1, 3-10-2009; Ord. No. 650 2nd series, § 1, 3-27-2012; Ord. No. 655 2nd series, § 1, 5-22-2012; Ord. No. 694 2nd series, § 1, 5-12-2015; Ord. No. 719 2nd series, § 2, 5-9-2017; Ord. No. 753 2nd series, § 1, 7-28-2020)

**Cross** reference(s)-Businesses, ch. 22.

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for an Outdoor Public Fireworks Display for Prairie Home Hospice
<b>Background Information:</b>	Prairie Home Hospice has applied for an Outdoor Public Fireworks Display for their 7 <sup>th</sup> Annual Light Up the Night event. The permit is requested for the opening night of the event on November 24th. The Light Up the Night event is scheduled to run from November 24 – December 17 from 5:00 PM – 9:00 PM at Independence Park.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the permit to allow an Outdoor Public Firework Display for Prairie Home Hospice.

OUTDOOR PUBLIC FIREWORKS DISPLAY

Applicant instructions:

1. This application is for an outdoor public fireworks display only and is not valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display
3. Fee upon application is \$ \_\_\_\_\_ and must be made payable to \_\_\_\_\_

Name of Applicant (Sponsoring Organization): Raise Home Hospice

Address of Applicant: 1108 E College Dr Marshall, MN 56258

Name of Applicant's Authorized Agent: \_\_\_\_\_

Address of Agent: \_\_\_\_\_

Telephone Number of Agent: \_\_\_\_\_ Date of Display: 11-24-23 Time of Display: \_\_\_\_\_

Location of Display: Independence Park Marshall, Mn.

Manner and place of storage of fireworks prior to display: Stored inside of enclosed Trailer under Supervision of Pyrotechnician

Type and number of fireworks to be discharged: 20, 1.4 gm Fireworks + 22, 1.3.Gm Firework Shells

MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.

Name of Supervising Operator: Paul Tol Certificate No.: 1037

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ \_\_\_\_\_  
(Suggested Amount: \$1.2 million minimum. \$1.5 million minimum beginning July 1, 2009.)
2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.
3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: \_\_\_\_\_

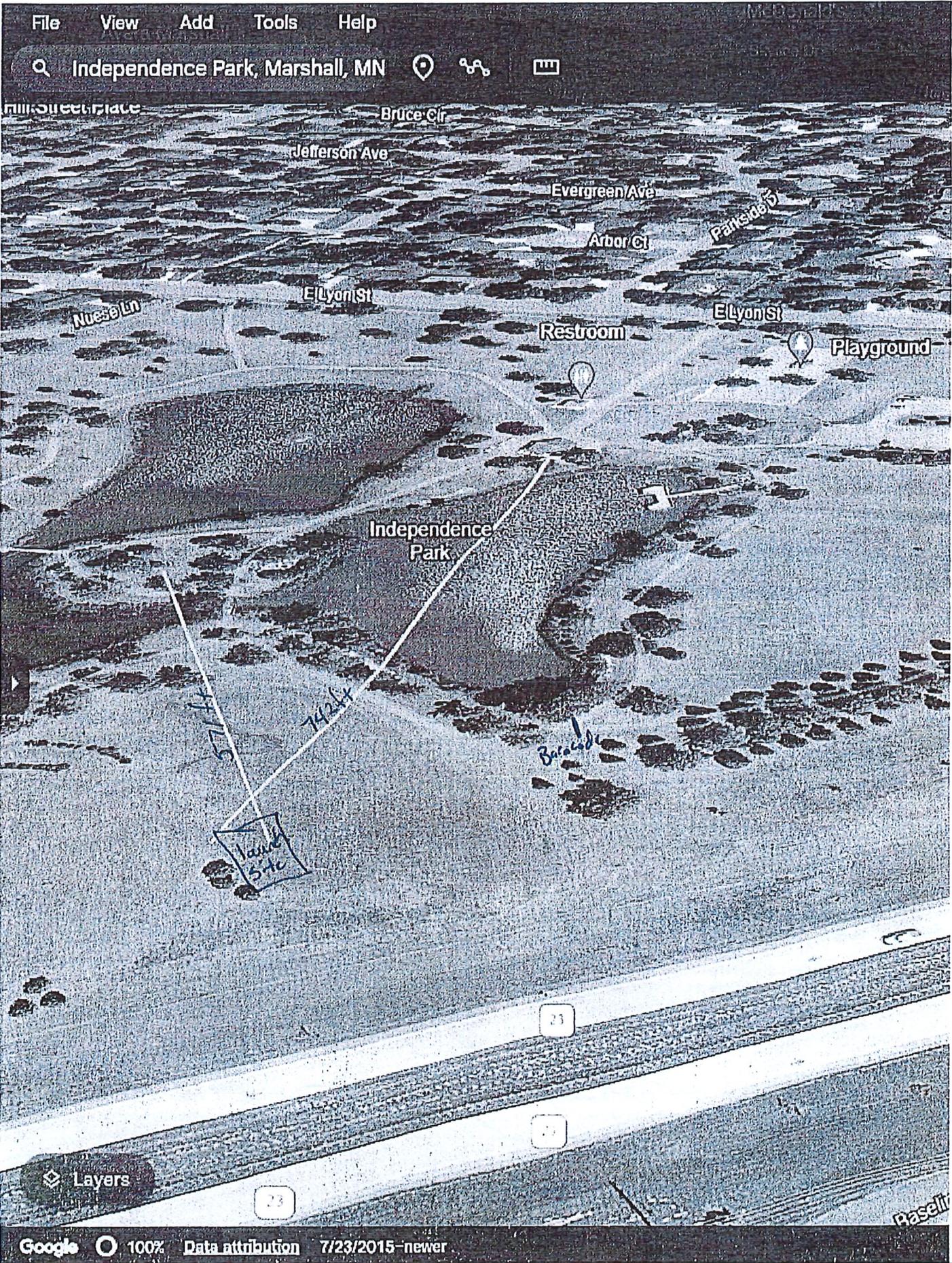
I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Applicant (or Agent): [Signature] Date: 11/2/23

Signature of Fire Chief/County Sheriff: [Signature] Date: 11/6/2023

Signature of Issuing Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Revised June 2008





## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

**Additional Premium is Included**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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AUTHORIZED REPRESENTATIVE DATE

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	<b>3-MN-173-54-4B-00618</b>
Chief, Federal Explosives Licensing Center (FELC)	<i>Mama Howard</i>	Expiration Date	<b>February 1, 2024</b>

Name  
TOL, PAUL MICHAEL

Premises Address (Changes? Notify the FELC at least 10 days before the move.)  
**1073 210TH AVE  
CANBY, MN 56220-**

Type of License or Permit  
**54-USER OF EXPLOSIVES**

Purchasing Certification Statement The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. <u>The signature on each copy must be an original signature.</u> A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."	Mailing Address (Changes? Notify the FELC of any changes.) TOL, PAUL MICHAEL 1073 210TH AVE CANBY, MN 56220-
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<i>Paul Tol</i> Licensee/Permittee Responsible Person Signature	<i>Safety instructor</i> Position/Title
<i>Paul Tol</i> Printed Name	<i>6-1-21</i> Date

Previous Edition is Obsolete TOL, PAUL MICHAEL-1073 210TH AVE-56220-3-MN-173-54-4B-00618-February 1, 2024-54-USER OF EXPLOSIVES ATF Form 5400.14/5400.15 Part 1 Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
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**Change of Address (27 CFR 555.54(a)(1)).** Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

**Right of Succession (27 CFR 555.59).** (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

**Federal Explosives License/Permit (FEL) Information Card**

License/Permit Name: **TOL, PAUL MICHAEL**

Business Name:

License/Permit Number: **3-MN-173-54-4B-00618**

License/Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **February 1, 2024**

Item 14. Not Valid for the Sale or Other Disposition of Explosives.



## NOTICE OF CLEARANCE

### for individuals transporting, shipping, receiving, or possessing explosive materials.

**ISSUED TO:** TOL, PAUL MICHAEL

Federal Explosives license/permit no.: 3-MN-173-54-4B-00618

**NOTICE DATE:** 12/08/2020

Expiration Date: **February 1, 2024**

**EXPIRATION DATE:** This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

Explosives License/Permit Type: 54-USER OF EXPLOSIVES

- 1 **WARNING.** Only those individuals listed below as **RESPONSIBLE PERSONS** and **EMPLOYEE POSSESSORS** with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.
- 2 **"DENIED" STATUS.** If an employee possessor has a background clearance status of "DENIED", you **MUST** take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you **MUST** remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).
- 3 **CHANGE IN RESPONSIBLE PERSONS.** You **MUST** report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons **MUST** include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are **NOT** required, however they will be required upon renewal of the license or permit.
- 4 **CHANGE OF EMPLOYEES.** You **MUST** report any change of employee/possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for **EACH** employee.

<b>Premises Address:</b>	1073 210TH AVE CANBY, MN 56220
<b>Mailing Address:</b>	TOL, PAUL MICHAEL 1073 210TH AVE CANBY, MN 56220

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and **MUST** be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual(s) you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

**PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.**

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

**Number of RESPONSIBLE PERSON(S) : 1**  
**Number of EMPLOYEE POSSESSOR(S): 0**

LAST NAME, First Name, Middle Name	Clearance Status
<b>RESPONSIBLE PERSONS:</b>	1
0001 TOL, PAUL MICHAEL	Cleared

**EMPLOYEE POSSESSORS: 0**

continued

LAST NAME, First Name, Middle Name	Clearance Status
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54-400018 expiration date: February 1, 2024 TOL, PAUL MICHAEL OF: 1073 210TH AVE, CANBY, MN 56220



U.S. Department of Justice  
 Bureau of Alcohol, Tobacco, Firearms and Explosives  
 Federal Explosives Licensing Center  
 244 Needy Road  
 Martinsburg, West Virginia 25405

901090: MH/FLS  
 5400  
 File Number: **3MN00618**

12/08/2020

SUBJECT: **RESPONSIBLE PERSON LETTER OF CLEARANCE for:**

**PAUL MICHAEL TOL**

OWNER 1073 210TH AVE ,  
 (507)530-1883 CANBY, MN 56220

**and is ONLY valid under the following Federal explosives license/permit:**

3-MN-173-54-4B-00618 TOL, PAUL MICHAEL  
 1073 210TH AVE  
 CANBY, MN 56220

Dear PAUL TOL:

You have been approved as a responsible person under the above-listed Federal explosive license or permit. You may lawfully direct the management or policies of the business or operations as they pertain to explosives. You may also lawfully transport, ship, receive or possess explosive materials incident to your duties as a responsible person. **This clearance is only valid under the license or permit referenced above.**

Sincerely,

Marna Howard  
 Chief, Federal Explosives Licensing Center (FELC)

**FELC Customer Service.** If you believe that information on your "Letter of Clearance" is incorrect, please return a COPY of the letter to the Chief, Federal Explosives Licensing Center (FELC), with a statement showing the nature of the error. The Chief, FELC, shall correct the error, and return an amended letter to you.

**Mail:** ATF  
 Chief, FELC  
 Attn.: LOC Correction  
 244 Needy Road  
 Martinsburg, West Virginia 25405

**Fax:** 1-304-616-4401  
 Chief, FELC  
 Attn.: LOC Correction

**Call toll-free:** 1-877-283-3352

**WWW.ATF.GOV**

PAUL MICHAEL TOL

Responsible Person Letter of Clearance for:

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval to Move the December 26th Meeting to December 19th, 2023
<b>Background Information:</b>	<p>Under Minnesota Statute 13D.04 Notice of Meetings if a regular meeting is to be held at a time or place different from the time or place stated in its schedule of regular meetings, it shall give the same notice of the meeting that is provided in this section for a special meeting.</p> <p>At the direction of the Mayor and City Council staff will post notice of the canceled meeting and give notice of a special meeting for December 19<sup>th</sup>, 2023, as required by Minnesota Statute.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To cancel the regularly scheduled meeting on December 26 <sup>th</sup> and to hold a special meeting on December 19 <sup>th</sup> as an alternative.



City of Marshall Public Notice

Council Meeting

Tuesday, December 26<sup>th</sup>, 2023

**Canceled and will be held Tuesday, December 19<sup>th</sup>, 2023**

PLEASE TAKE NOTICE that due to the possibility of a lack of quorum and the Christmas Holiday, the Marshall City Council's regularly scheduled meeting on the Fourth Tuesday of the month, 12/26/2023 has been cancelled and has been moved to 12/19/2023.

The next regularly scheduled meeting will resume on January 9<sup>th</sup>, 2024.

Steven Anderson  
City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff 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
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 10/27/2023 - 11/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
6046	ADVANCED FIRST AID INC.	10/27/2023	EFT	0.00	948.00	14568
0560	AFSCME COUNCIL 65	11/10/2023	EFT	0.00	1,384.60	14698
6412	AG PLUS COOPERATIVE	11/10/2023	EFT	0.00	1.22	14699
4175	AIRPORT LIGHTING COMPANY OF NY INC	10/27/2023	Regular	0.00	963.50	123508
0567	ALEX AIR APPARATUS 2 LLC	10/27/2023	EFT	0.00	1,315.83	14569
0574	ALPHA VIDEO AND AUDIO, INC	11/03/2023	Regular	0.00	16,056.47	123536
0578	AMAZON CAPITAL SERVICES	10/27/2023	EFT	0.00	288.96	14570
0578	AMAZON CAPITAL SERVICES	11/03/2023	EFT	0.00	128.71	14632
0578	AMAZON CAPITAL SERVICES	11/10/2023	EFT	0.00	293.11	14700
0581	AMERICAN ENGINEERING TESTING, INC	10/27/2023	EFT	0.00	9,731.00	14571
0592	AMERICAN WELDING & GAS, INC.	11/03/2023	Regular	0.00	49.92	123537
5837	ANDERSON, JASON	11/03/2023	EFT	0.00	80.00	14633
7397	ANTHONY PARISEK DDS PLLC	11/10/2023	Regular	0.00	500.00	123552
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	11/10/2023	EFT	0.00	37.31	14701
6694	ARAMARK UNIFORM & CAREER APPAREL GROU	11/03/2023	EFT	0.00	120.74	14634
0630	ARCTIC GLACIER	10/27/2023	Regular	0.00	137.39	123509
0630	ARCTIC GLACIER	11/03/2023	Regular	0.00	228.88	123538
0629	ARNOLD MOTOR SUPPLY	10/27/2023	EFT	0.21	10.08	14572
0632	ASCAP	11/10/2023	EFT	0.00	445.00	14702
5702	B & H PHOTO & ELECTRONICS CORP	10/27/2023	EFT	0.00	83.88	14573
5327	BAUMANN, ADAM	11/03/2023	EFT	0.00	30.00	14635
0682	BEACON ATHLETICS LLC	11/10/2023	EFT	0.00	2,400.00	14703
0688	BELLBOY CORPORATION	11/03/2023	EFT	0.00	11,301.69	14636
0689	BEND RITE CUSTOM FABRICATION, INC.	10/27/2023	Regular	0.00	41.92	123510
0689	BEND RITE CUSTOM FABRICATION, INC.	11/03/2023	Regular	0.00	100.00	123539
0689	BEND RITE CUSTOM FABRICATION, INC.	11/10/2023	Regular	0.00	54.81	123553
0699	BEVERAGE WHOLESALERS, INC.	10/27/2023	Regular	0.00	29,497.94	123511
0699	BEVERAGE WHOLESALERS, INC.	11/03/2023	Regular	0.00	32,521.70	123540
0699	BEVERAGE WHOLESALERS, INC.	11/10/2023	Regular	0.00	24,353.10	123554
7391	BICKNESE, TYLER	10/27/2023	Regular	0.00	500.00	123512
6219	BLACKSTRAP, INC.	10/27/2023	EFT	0.00	4,708.73	14574
6219	BLACKSTRAP, INC.	11/03/2023	EFT	0.00	9,410.23	14637
6219	BLACKSTRAP, INC.	11/10/2023	EFT	0.00	12,183.30	14704
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	10/27/2023	Bank Draft	0.00	7,223.79	DFT0003358
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	10/27/2023	Bank Draft	0.00	1,031.97	DFT0003359
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	10/27/2023	Bank Draft	0.00	51,892.23	DFT0003360
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	10/27/2023	Bank Draft	0.00	5,462.34	DFT0003361
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	10/27/2023	Bank Draft	0.00	4,774.36	DFT0003381
5726	BOLLIG, MARK	11/03/2023	EFT	0.00	200.00	14638
0724	BOLTON & MENK INC	11/10/2023	EFT	0.00	4,160.00	14705
0726	BORCH'S SPORTING GOODS, INC.	10/27/2023	EFT	0.00	3,415.00	14575
0018	BORDER STATES INDUSTRIES, INC.	10/27/2023	EFT	0.00	170.81	14576
0018	BORDER STATES INDUSTRIES, INC.	11/03/2023	EFT	0.00	507.49	14639
0018	BORDER STATES INDUSTRIES, INC.	11/10/2023	EFT	0.00	223.04	14706
3829	BRAU BROTHERS	10/27/2023	EFT	0.00	279.25	14577
3829	BRAU BROTHERS	11/03/2023	EFT	0.00	54.00	14640
3829	BRAU BROTHERS	11/10/2023	EFT	0.00	285.00	14707
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	10/27/2023	Regular	0.00	5,471.24	123513
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	11/03/2023	Regular	0.00	11,147.23	123542
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	11/10/2023	Regular	0.00	5,029.43	123555
3568	BRUNSVOLD, QUENTIN	11/03/2023	EFT	0.00	30.00	14641
6857	BRUSVEN, KATHERINE	11/03/2023	EFT	0.00	30.00	14642
0774	BUREAU OF CRIMINAL APPREHENSION	10/27/2023	Regular	0.00	2,520.00	123515
0378	BUYSSSE, JASON	11/03/2023	EFT	0.00	30.00	14643

Council Check Report

Date Range: 10/27/2023 - 11/14/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6744	C&L DISTRIBUTING	11/03/2023	EFT	0.00	2,790.40	14644
0380	CALLENS, DAVID	11/03/2023	EFT	0.00	30.00	14645
6791	CAPITAL ONE	10/27/2023	Regular	0.00	41.49	123516
6791	CAPITAL ONE	11/03/2023	Regular	0.00	129.95	123543
6791	CAPITAL ONE	11/10/2023	Regular	0.00	280.54	123557
7164	CARD CONNECT/MERCHANT BANK CD	11/03/2023	Bank Draft	0.00	399.82	DFT0003384
0802	CARLSON & STEWART REFRIGERATION, INC.	11/10/2023	EFT	0.00	469.90	14708
0815	CATTOOR OIL COMPANY, INC	10/27/2023	EFT	0.00	320.32	14578
0818	CAUWELS, ROGER	11/03/2023	EFT	0.00	30.00	14646
0836	CHARTER COMMUNICATIONS, LLC	10/27/2023	EFT	0.00	97.88	14579
5733	CLARITY TELECOM, LLC	10/27/2023	EFT	0.00	444.51	14580
0384	COUDRON, DEAN	11/03/2023	EFT	0.00	30.00	14647
7394	CRESTED RIVER CANNABIS COMPANY	11/03/2023	Regular	0.00	1,322.50	123544
0920	CULLIGAN WATER CONDITIONING OF MARSHAL	11/10/2023	Regular	0.00	121.50	123558
3819	DACOTAH PAPER CO	10/27/2023	EFT	1.81	178.81	14581
3819	DACOTAH PAPER CO	11/03/2023	EFT	2.30	228.13	14648
3819	DACOTAH PAPER CO	11/10/2023	EFT	1.04	102.69	14709
7102	DAHLHEIMER BEVERAGE	11/03/2023	EFT	0.00	2,136.28	14649
0966	DELTA DENTAL OF MINNESOTA	10/27/2023	Bank Draft	0.00	5,187.06	DFT0003332
0966	DELTA DENTAL OF MINNESOTA	10/27/2023	Bank Draft	0.00	5,187.06	DFT0003371
0966	DELTA DENTAL OF MINNESOTA	10/27/2023	Bank Draft	0.00	916.80	DFT0003382
4709	DETCO	10/27/2023	EFT	0.00	510.98	14582
6472	DEUTZ, LAUREN	11/03/2023	EFT	0.00	80.00	14650
5731	DOLL DISTRIBUTING LLC	10/27/2023	EFT	0.00	13,065.60	14583
5731	DOLL DISTRIBUTING LLC	11/03/2023	EFT	0.00	18,573.92	14651
5731	DOLL DISTRIBUTING LLC	11/10/2023	EFT	0.00	13,744.95	14710
4126	DOOM & CUYPER CONSTRUCTION	11/10/2023	EFT	0.00	35,210.80	14711
0375	DUBS, SHEILA	10/27/2023	EFT	0.00	500.00	14584
1020	DUININCK, INC.	10/27/2023	EFT	0.00	1,488.08	14585
1020	DUININCK, INC.	11/03/2023	EFT	0.00	2,313.52	14652
1035	ECOLAB PEST ELIMINATION SERVICES	10/27/2023	EFT	0.00	835.23	14586
1047	ELECTRIC PUMP INC	11/03/2023	EFT	0.00	100,705.79	14653
6700	EYEMED VISION CARE	11/10/2023	Regular	0.00	642.08	123559
6822	FALLINE, BRIAN	10/27/2023	Regular	0.00	4,900.00	123517
1090	FASTENAL COMPANY	10/27/2023	EFT	0.00	1.11	14587
1090	FASTENAL COMPANY	11/10/2023	EFT	0.00	386.45	14712
7073	FIXEN CHIROPRACTIC	10/27/2023	EFT	0.00	40.00	14588
7384	FOGELSON, ADAM	10/27/2023	Regular	0.00	500.00	123518
5289	FRANZ REPROGRAPHICS	11/03/2023	Regular	0.00	1,232.75	123545
5289	FRANZ REPROGRAPHICS	11/10/2023	Regular	0.00	81.00	123563
1158	GALLS INC	11/10/2023	EFT	0.00	317.59	14713
7399	GEARGRID LLC	11/10/2023	Regular	0.00	208.04	123564
5317	GENERAL ATOMICS INTERNATIONAL SERVICES	10/27/2023	Regular	0.00	3,013.31	123519
6676	GILES, BLAKE	11/03/2023	EFT	0.00	231.14	14654
6676	GILES, BLAKE	10/27/2023	Regular	0.00	162.17	123520
7014	GIRGEN, DAVID	10/27/2023	EFT	0.00	349.70	14589
7014	GIRGEN, DAVID	11/03/2023	EFT	0.00	408.74	14655
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	10/27/2023	EFT	0.00	212.00	14590
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	11/10/2023	EFT	0.00	57.23	14714
1201	GRAINGER INC	10/27/2023	EFT	0.00	343.93	14591
1201	GRAINGER INC	11/10/2023	EFT	0.00	251.91	14715
6127	GRANDVIEW VALLEY WINERY, INC	11/10/2023	Regular	0.00	1,728.00	123565
1208	GREAT PLAINS NATURAL GAS COMPANY	11/08/2023	Bank Draft	0.00	5,694.31	DFT0003414
3760	GROWMARK INC.	10/27/2023	EFT	0.00	1,902.35	14592
6291	GUARDIAN FLEET SAFETY, LLC	10/27/2023	Regular	0.00	8,365.59	123521
1230	HACH COMPANY	11/03/2023	EFT	0.00	273.59	14656
7388	HAEN, DAVID CHARLES	10/27/2023	Regular	0.00	209.65	123522
7336	HANSON, ERIC	11/03/2023	EFT	0.00	70.00	14657
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	10/27/2023	Bank Draft	0.00	312.44	DFT0003326
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	10/27/2023	Bank Draft	0.00	312.36	DFT0003365
1256	HAWKINS INC	10/27/2023	EFT	0.00	54,677.44	14593

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1256	HAWKINS INC	11/10/2023	EFT	0.00	31,697.82	14716
1267	HEIMAN INC.	10/27/2023	EFT	0.00	37.00	14594
1267	HEIMAN INC.	11/10/2023	EFT	0.00	938.12	14717
1271	HENLE PRINTING COMPANY	11/10/2023	EFT	0.00	988.17	14718
1251	HESS CONCRETE	11/03/2023	Regular	0.00	1,250.00	123546
5515	HOFFMANN, RYAN	11/03/2023	EFT	0.00	30.00	14658
6238	HYDRO OPERATING LLC	10/27/2023	EFT	0.00	1,028.90	14595
1311	HYVEE FOOD STORES INC	10/27/2023	Regular	0.00	603.36	123523
1311	HYVEE FOOD STORES INC	11/10/2023	Regular	0.00	22.64	123566
1325	ICMA RETIREMENT TRUST #300877	10/27/2023	EFT	0.00	50.00	14596
1325	ICMA RETIREMENT TRUST #300877	11/10/2023	EFT	0.00	50.00	14719
1358	INTERNAL REVENUE SERVICE	10/27/2023	Bank Draft	0.00	150.70	DFT0003354
1358	INTERNAL REVENUE SERVICE	10/27/2023	Bank Draft	0.00	516.66	DFT0003355
1358	INTERNAL REVENUE SERVICE	10/27/2023	Bank Draft	0.00	35.26	DFT0003356
1358	INTERNAL REVENUE SERVICE	10/27/2023	Bank Draft	0.00	28,658.48	DFT0003375
1358	INTERNAL REVENUE SERVICE	10/27/2023	Bank Draft	0.00	23,359.99	DFT0003376
1358	INTERNAL REVENUE SERVICE	10/27/2023	Bank Draft	0.00	8,646.70	DFT0003377
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/27/2023	EFT	0.00	11,494.66	14599
1399	JOHNSON BROTHERS LIQUOR COMPANY	11/03/2023	EFT	0.00	7,271.01	14660
1399	JOHNSON BROTHERS LIQUOR COMPANY	11/10/2023	EFT	0.00	18,887.17	14721
2036	JOHNSON BROTHERS LIQUOR COMPANY	10/27/2023	EFT	0.00	12,242.18	14597
2036	JOHNSON BROTHERS LIQUOR COMPANY	11/03/2023	EFT	0.00	6,975.63	14659
2036	JOHNSON BROTHERS LIQUOR COMPANY	11/10/2023	EFT	0.00	8,113.72	14722
5447	JOHNSON BROTHERS LIQUOR COMPANY	10/27/2023	EFT	0.00	1,004.20	14598
5447	JOHNSON BROTHERS LIQUOR COMPANY	11/03/2023	EFT	0.00	1,911.20	14661
5447	JOHNSON BROTHERS LIQUOR COMPANY	11/10/2023	EFT	0.00	1,864.60	14720
1417	KENNEDY & GRAVEN, CHARTERED	11/03/2023	EFT	0.00	5,979.38	14662
7387	KERR, KERRY J	10/27/2023	Regular	0.00	500.00	123524
5095	KIBBLE EQUIPMENT LLC	11/03/2023	EFT	0.00	86.32	14663
5095	KIBBLE EQUIPMENT LLC	11/10/2023	EFT	0.00	105.27	14723
7393	KINNEY CREEK BREWERY	11/03/2023	Regular	0.00	583.00	123547
0450	KOPITSKI, JASON	11/03/2023	EFT	0.00	30.00	14664
5377	KRUK, CHRISTOPHER	11/03/2023	EFT	0.00	30.00	14665
7398	KUECKER, SCOTT	11/10/2023	Regular	0.00	184.58	123567
1480	LAW ENFORCEMENT LABOR SERVICE INC	11/10/2023	EFT	0.00	1,215.00	14724
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	11/03/2023	Regular	0.00	268.54	123548
6183	LEE, JERRED	11/03/2023	EFT	0.00	30.00	14666
0255	LESAGE, TOM	11/03/2023	Regular	0.00	200.00	123549
7146	LIFE INSURANCE COMPANY OF NORTH AMERIC.	11/10/2023	EFT	0.00	727.91	14725
7177	LOUWAGIE, BRANDON MICHAEL	11/10/2023	EFT	0.00	180.02	14726
6323	LUTHER, ERIC	11/03/2023	EFT	0.00	30.00	14667
6323	LUTHER, ERIC	11/10/2023	EFT	0.00	55.51	14727
1531	LYON COUNTY AUDITOR-TREASURER	10/27/2023	EFT	0.00	686.98	14600
1548	LYON COUNTY LANDFILL	10/27/2023	EFT	0.00	16.50	14601
1548	LYON COUNTY LANDFILL	11/03/2023	EFT	0.00	7.00	14668
1548	LYON COUNTY LANDFILL	11/10/2023	EFT	0.00	7.00	14728
1552	LYON COUNTY RECORDER	11/10/2023	EFT	0.00	68.65	14729
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	11/10/2023	Regular	0.00	43.23	123568
1565	MACQUEEN EQUIPMENT INC.	10/27/2023	EFT	0.00	49.56	14602
1565	MACQUEEN EQUIPMENT INC.	11/10/2023	EFT	0.00	1,129.11	14730
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	11/10/2023	EFT	0.00	1,115.06	14731
1604	MARSHALL AREA CHAMBER OF COMMERCE	10/27/2023	EFT	0.00	75.00	14603
1616	MARSHALL CONVENTION & VISITORS BUREAU	11/03/2023	EFT	0.00	27,382.87	14669
6860	MARSHALL GIRL'S VARSITY HOCKEY	10/27/2023	Regular	0.00	1,000.00	123525
5813	MARSHALL LUMBER CO	10/27/2023	EFT	0.00	524.56	14604
5813	MARSHALL LUMBER CO	11/03/2023	EFT	0.00	28.15	14670
5813	MARSHALL LUMBER CO	11/10/2023	EFT	0.00	256.23	14732
1633	MARSHALL MUNICIPAL UTILITIES	10/27/2023	EFT	0.00	2,496.40	14605
1633	MARSHALL MUNICIPAL UTILITIES	11/10/2023	EFT	0.00	83,602.92	14733
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	11/10/2023	EFT	1.47	72.00	14736
3545	MARSHALL RADIO	11/10/2023	EFT	0.00	2,000.00	14737

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7386	MARSHALL TIGER JO VOLLEYBALL	10/27/2023	Regular	0.00	2,925.00	123526
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATI	11/10/2023	Regular	0.00	11,500.00	123569
0460	MARSHALL, JAMES	11/03/2023	EFT	0.00	80.00	14671
7392	MASSMAN, TOM	10/27/2023	Regular	0.00	2,850.29	123527
7153	MAVERICK WINE LLC	11/10/2023	EFT	0.00	1,010.98	14738
1680	MCEA EXECUTIVE OFFICE	11/10/2023	Regular	0.00	298.00	123570
7077	MEDSURETY, LLC	10/27/2023	Bank Draft	0.00	11,930.99	DFT0003369
7077	MEDSURETY, LLC	10/27/2023	Bank Draft	0.00	6,750.42	DFT0003374
7077	MEDSURETY, LLC	10/27/2023	Bank Draft	0.00	229.18	DFT0003383
7077	MEDSURETY, LLC	11/06/2023	Bank Draft	0.00	279.00	DFT0003385
7077	MEDSURETY, LLC	11/03/2023	Bank Draft	0.00	208.33	DFT0003408
6025	MELLENTHIN, CODY	11/03/2023	EFT	0.00	30.00	14672
4980	MENARDS INC	10/27/2023	EFT	0.00	302.49	14606
4980	MENARDS INC	11/03/2023	EFT	0.00	561.79	14673
4980	MENARDS INC	11/10/2023	EFT	0.00	3,139.29	14739
3971	MEULEBROECK, ANDY	11/03/2023	EFT	0.00	30.00	14674
6377	MIDWEST TRAINING ASSOCIATES, LLC	11/10/2023	Regular	0.00	3,600.00	123571
1818	MINNESOTA DEPARTMENT OF REVENUE	10/27/2023	Bank Draft	0.00	333.51	DFT0003357
1818	MINNESOTA DEPARTMENT OF REVENUE	10/27/2023	Bank Draft	0.00	11,779.74	DFT0003378
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	11/03/2023	EFT	0.00	6,830.00	14675
3669	MINNESOTA STATE RETIREMENT SYSTEM	10/27/2023	Bank Draft	0.00	8,950.80	DFT0003372
1839	MINNESOTA VALLEY TESTING LABS INC	10/27/2023	EFT	0.00	447.00	14607
1757	MN CHILD SUPPORT PAYMENT CENTER	10/27/2023	Bank Draft	0.00	386.70	DFT0003366
1757	MN CHILD SUPPORT PAYMENT CENTER	10/27/2023	Bank Draft	0.00	170.74	DFT0003367
1757	MN CHILD SUPPORT PAYMENT CENTER	10/27/2023	Bank Draft	0.00	450.39	DFT0003368
1764	MN DEPT OF EMPLOYMENT & ECONOMIC DEV	10/27/2023	Regular	0.00	39.60	123528
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL	11/10/2023	Regular	0.00	40.00	123572
6422	MN STATE LOTTERY	11/02/2023	Bank Draft	0.00	26.93	DFT0003379
6422	MN STATE LOTTERY	11/09/2023	Bank Draft	0.00	4.26	DFT0003412
6955	MOBERG, E.J.	11/03/2023	EFT	0.00	80.00	14676
1877	MOTION INDUSTRIES INC	11/03/2023	EFT	0.58	81.62	14677
1897	MWOA	10/27/2023	Regular	0.00	80.00	123529
2512	NATIONWIDE RETIREMENT	10/27/2023	Bank Draft	0.00	325.00	DFT0003352
2512	NATIONWIDE RETIREMENT	10/27/2023	Bank Draft	0.00	2,013.21	DFT0003353
2512	NATIONWIDE RETIREMENT	10/27/2023	Bank Draft	0.00	100.00	DFT0003362
1923	NCPERS MN GROUP LIFE INS.	11/10/2023	EFT	0.00	224.00	14740
1945	NORM'S GTC	10/27/2023	Regular	0.00	184.64	123530
1945	NORM'S GTC	11/03/2023	Regular	0.00	62.53	123550
1945	NORM'S GTC	11/10/2023	Regular	0.00	716.90	123573
1946	NORTH CENTRAL LABS	11/10/2023	EFT	0.00	2,400.97	14741
7166	NORTHAMERICAN BANCARD/EPX	11/01/2023	Bank Draft	0.00	9,833.37	DFT0003380
1961	NORTHERN SAFETY COMPANY INC	11/03/2023	EFT	0.00	114.50	14678
1961	NORTHERN SAFETY COMPANY INC	11/10/2023	EFT	0.00	143.60	14742
7230	NORTHERN STATES SUPPLY, INC	10/27/2023	EFT	0.00	159.00	14608
7325	NUTRITION EXCELLENCE LLC	11/10/2023	Regular	0.00	950.00	123575
5891	ONE OFFICE SOLUTION	10/27/2023	EFT	0.00	163.14	14609
5891	ONE OFFICE SOLUTION	11/10/2023	EFT	0.00	19.99	14743
3809	O'REILLY AUTOMOTIVE STORES, INC	10/27/2023	EFT	0.00	16.99	14610
3809	O'REILLY AUTOMOTIVE STORES, INC	11/10/2023	EFT	0.00	224.99	14744
6132	ORMBERG, JASON	10/27/2023	EFT	0.00	109.95	14611
4060	PAGE, BRIAN	10/27/2023	EFT	0.00	500.00	14612
1243	PATZERS INC	10/27/2023	EFT	0.00	4,497.53	14613
1243	PATZERS INC	11/10/2023	EFT	0.00	473.95	14745
2019	PAUSTIS WINE COMPANY	10/27/2023	EFT	0.00	3,576.08	14614
2019	PAUSTIS WINE COMPANY	11/10/2023	EFT	0.00	1,048.00	14746
7168	PAYLIDIFY/GATEWAY SERVICES	11/07/2023	Bank Draft	0.00	13.29	DFT0003413
7163	PAYLIDIFY/MERCHANT BANK	11/03/2023	Bank Draft	0.00	130.35	DFT0003410
7163	PAYLIDIFY/MERCHANT BANK	11/03/2023	Bank Draft	0.00	256.79	DFT0003411
5707	PAYPAL INC	11/02/2023	Bank Draft	0.00	49.00	DFT0003407
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	11/03/2023	EFT	0.00	129.00	14679
2028	PERA OF MINNESOTA REG	10/27/2023	Bank Draft	0.00	55,761.59	DFT0003370

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7053	PERFORMANCE FOOD GROUP, INC.	11/10/2023	Regular	0.00	73.77	123576
6889	PESCH, KENNETH	11/03/2023	EFT	0.00	231.14	14680
3557	POMP'S TIRE SERVICE, INC.	11/10/2023	EFT	0.00	3,617.44	14747
2064	POWERPLAN	11/10/2023	Regular	0.00	14.73	123577
5606	PRE-PAID LEGAL SERVICES, INC.	11/10/2023	Regular	0.00	327.95	123578
0477	PRZYBILLA, SCOTT	11/03/2023	EFT	0.00	30.00	14681
4407	PUBLIC SAFETY EQUIPMENT, LLC	11/10/2023	Regular	0.00	355.00	123580
2096	QUARNSTROM & DOERING, PA	11/03/2023	EFT	0.00	8,184.71	14682
4092	REGENTS OF THE UNIVERSITY OF MINNESOTA	11/10/2023	Regular	0.00	3,000.00	123581
4826	RIEKE, BENJAMIN	11/03/2023	EFT	0.00	30.00	14683
6687	RIGNELL, DEREK	11/10/2023	Regular	0.00	1,743.46	123582
0707	ROADSIDE DEVELOPERS INC	10/27/2023	Regular	0.00	1,414.01	123531
0481	ROKEH, JASON	11/03/2023	EFT	0.00	30.00	14684
6684	ROLLING FORKS VINEYARDS, LLC	11/10/2023	EFT	0.00	360.00	14748
5867	ROUND LAKE VINEYARDS & WINERY	10/27/2023	EFT	0.00	571.00	14615
5867	ROUND LAKE VINEYARDS & WINERY	11/10/2023	EFT	0.00	375.00	14749
2201	RUNNING SUPPLY, INC	10/27/2023	EFT	0.00	637.52	14616
2201	RUNNING SUPPLY, INC	11/03/2023	EFT	0.00	347.16	14685
2201	RUNNING SUPPLY, INC	11/10/2023	EFT	0.00	57.85	14750
5556	SANDGREN, KAYLYNN	11/03/2023	EFT	0.00	30.00	14686
6928	SIGN SOLUTIONS USA, LLC	10/27/2023	EFT	0.00	470.90	14617
5772	SLAGEL, MICHAEL	10/27/2023	EFT	0.00	1,623.77	14618
5772	SLAGEL, MICHAEL	11/10/2023	EFT	0.00	1,155.28	14751
6735	SMALL LOT COOP, LLC	10/27/2023	Regular	0.00	1,262.54	123532
4855	SOUTHERN GLAZER'S	10/27/2023	EFT	0.00	8,082.83	14619
4855	SOUTHERN GLAZER'S	11/03/2023	EFT	0.00	9,106.49	14687
2309	SOUTHWEST COACHES INC	11/10/2023	EFT	0.00	687.50	14752
2311	SOUTHWEST GLASS CENTER, INC	10/27/2023	EFT	0.00	55.00	14620
2318	SOUTHWEST SANITATION INC.	11/10/2023	EFT	0.00	3,625.16	14753
5922	SRF CONSULTING GROUP, INC.	10/27/2023	EFT	0.00	8,993.34	14621
0491	ST AUBIN, GREGORY	11/03/2023	EFT	0.00	30.00	14688
4522	ST LOUIS MRO INC.	11/10/2023	EFT	0.00	27.50	14754
3808	STELTER, GEOFFREY	11/03/2023	EFT	0.00	183.98	14689
4134	STENSRUD, PRESTON	11/03/2023	EFT	0.00	30.00	14690
2373	STREICHERS	10/27/2023	EFT	0.00	1,000.51	14622
6706	SUN LIFE FINANCIAL	11/10/2023	EFT	0.00	1,570.38	14755
6427	SWALBOSKI, BRIAN	10/27/2023	EFT	0.00	229.98	14623
0495	SWANSON, GREGG	11/03/2023	EFT	0.00	30.00	14691
7390	TABAKA, JIM	10/27/2023	Regular	0.00	500.00	123533
0147	TAHER FOOD SERVICE	11/10/2023	EFT	0.00	91.25	14756
6277	TALKING WATERS BREWING CO, LLC	10/27/2023	EFT	0.00	1,240.00	14624
0875	THE COMPUTER MAN INC	10/27/2023	EFT	0.00	1,820.75	14625
6709	THERMO KING OF SIOUX FALLS INC	11/10/2023	EFT	0.00	1,511.77	14757
2429	TKDA	10/27/2023	EFT	0.00	4,950.00	14626
7184	TRANSAX	11/03/2023	Bank Draft	0.00	24.40	DFT0003409
6156	TRUE BRANDS	11/10/2023	EFT	0.00	1,723.60	14758
3342	TRUEDSON, SCOTT	11/03/2023	EFT	0.00	30.00	14692
3342	TRUEDSON, SCOTT	11/10/2023	EFT	0.00	40.00	14759
5106	ULINE	11/03/2023	EFT	0.00	1,528.08	14693
2497	UNIVERSITY OF MINNESOTA EXTENSION SERVIC	11/10/2023	Regular	0.00	525.00	123583
4402	UPS	11/03/2023	Regular	0.00	12.49	123551
7377	URRY, MCKENZIE	11/10/2023	EFT	0.00	259.20	14760
2499	US BANK	11/03/2023	EFT	0.00	500.00	14694
5023	US GEOLOGICAL SURVEY	11/10/2023	EFT	0.00	2,195.75	14761
3443	VALIC DEFERRED COMP	10/27/2023	Bank Draft	0.00	909.61	DFT0003363
3443	VALIC DEFERRED COMP	10/27/2023	Bank Draft	0.00	1,176.92	DFT0003364
0512	VANLEEUWE, SARA J.	11/03/2023	EFT	0.00	70.00	14695
4489	VERIZON WIRELESS	10/27/2023	EFT	0.00	440.11	14627
4489	VERIZON WIRELESS	10/27/2023	EFT	0.00	1,453.79	14628
4489	VERIZON WIRELESS	11/10/2023	EFT	0.00	35.01	14762
2538	VIKING COCA COLA BOTTLING CO.	10/27/2023	EFT	0.00	330.45	14629

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2538	VIKING COCA COLA BOTTLING CO.	11/03/2023	EFT	0.00	228.20	14696
2538	VIKING COCA COLA BOTTLING CO.	11/10/2023	EFT	0.00	320.80	14763
4594	VINOPIA INC	11/03/2023	EFT	0.00	683.00	14697
6085	VOYA - INVESTORS CHOICE	10/27/2023	Bank Draft	0.00	2,472.89	DFT0003373
2566	WEF	10/27/2023	Regular	0.00	110.00	123534
7389	WENDORFF, ROBERT	10/27/2023	Regular	0.00	500.00	123535
5288	WEST CENTRAL COMMUNICATIONS, INC	11/10/2023	EFT	0.00	729.00	14764
2591	WESTERN PRINT GROUP	10/27/2023	EFT	0.00	209.75	14630
2591	WESTERN PRINT GROUP	11/10/2023	EFT	0.00	74.10	14765
2599	WINE COMPANY	10/27/2023	EFT	0.00	619.00	14631

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	131	68	0.00	189,853.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	44	44	0.00	264,329.74
EFT's	396	196	7.41	649,152.64
	<b>571</b>	<b>308</b>	<b>7.41</b>	<b>1,103,335.74</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	131	68	0.00	189,853.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	44	44	0.00	264,329.74
EFT's	396	196	7.41	649,152.64
	<b>571</b>	<b>308</b>	<b>7.41</b>	<b>1,103,335.74</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	10/2023	483,829.83
999	POOLED CASH FUND	11/2023	619,505.91
			<b>1,103,335.74</b>

CITY OF MARSHALL, MINNESOTA  
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS  
 11/14/2023

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	2023 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	3,039,722.04	2,661,221.96	66,794.00		11,822.00	-	100.00%	
ST-004	480-43300-55170	2/22/2022	Haibur Road Reconstruction	Duininck, Inc	1,142,009.72	(19,302.51)	1,122,707.21			1,068,756.85	53,950.36	-	-	100.00%	
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc	480,250.35	15,028.32	495,278.67			376,682.76	118,595.91	-	-	100.00%	
ST-001	101-43300-53425	2/28/2023	Chip Seals	Allied Blacktop Company	165,497.40	2,520.60	168,018.00				168,018.00	-	-	100.00%	
ST-002	495-43300-55170	3/14/2023	Bituminous Overlay on Various City Streets	Duininck, Inc	887,990.20	(252,845.61)	635,144.59				635,144.59	-	-	100.00%	
ST-008	401-43300-55170	3/14/2023	Channel Parkway Pavement Replacement	Duininck, Inc	1,374,151.96		1,374,151.96				1,264,350.49	66,544.76	43,256.71	96.85%	
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	18,033.35	3,863,530.66				3,259,457.78	171,550.41	432,522.47	88.80%	
SWM-002	630-49600-55170	3/14/2023	Legion Field Road Stormwater Study: Phase 2	Towne & Country Excavating LLC	703,749.60	10,774.88	714,524.48				553,545.41	29,133.97	131,845.10	81.55%	
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00	5,308.00	176,950.00				86,257.15	35,210.80	49,089.00	72.26%	
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00			51,540.63		6,393.05	23,459.37	68.72%	
ST-032	481-43300-53425	7/11/2023	L2,BLK1, Schwans Corp I Addition Prkng Lot Improv	D & G Excavating, Inc.	221,243.20	6,568.56	227,811.76				227,811.76	-	-	100.00%	
							<u>14,097,231.74</u>	<u>535,445.59</u>	<u>14,632,677.33</u>	<u>3,039,722.04</u>	<u>2,661,221.96</u>	<u>1,563,774.24</u>	<u>35,210.80</u>	<u>285,444.19</u>	<u>680,172.65</u>

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Lauren Deutz
<b>Meeting Date:</b>	Monday, November 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Predevelopment Agreement Between the City of Marshall and the Southwest West Central Service Cooperative
<b>Background Information:</b>	Economic Development and Administration have been working with the Southwest West Central Service Cooperative (SWWC) to determine a new location for the agency’s administrative offices. The SWWC is currently located in the former Market Street Mall and has explored several relocation and redevelopment opportunities. It was determined that a new facility would best meet the needs of the organization, including the addition of training facilities for staff and the community. SWWC’s proposal includes the construction of a 16,000 sq ft facility on the city-owned property located in Parkway at the corner of London Road and Channel Parkway. The EDA is recommending that the City provide SWWC with 5 acres of land for \$1 in support of the project. Per recommendation from our Municipal Advisor at Baker Tilley, staff is also recommending the use of Conduit Bonding to support the project financially. SWWC employs 459 people with 52 staff on-site in Marshall with an 18-county service area.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Predevelopment Agreement

## PRELIMINARY DEVELOPMENT AGREEMENT

**THIS PRELIMINARY DEVELOPMENT AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by the City of Marshall, Minnesota, a Minnesota municipal corporation, the Economic Development Authority in and for the City of Marshall, Minnesota, a public body corporate and politic under the laws of Minnesota (the “EDA”), and Southwest West Central Services Cooperative., a public corporation and agency established under the laws of the State of Minnesota (the “Developer” or “SWWC”).

### WITNESSETH:

**WHEREAS**, the Developer and the City have been engaged in informal discussions regarding the possible development of a portion of certain land owned by the City, including approximately five (5) acres of the parcel identified as 27-819005-0, located west of London Road and south of Channel Parkway in the City, as depicted in **Exhibit A** (the “Property”); and

**WHEREAS**, the Developer or its assigns proposes to acquire and develop the Property by constructing its corporate office facility thereon (the “Project”); and

**WHEREAS**, the City will convey the Property to the EDA, and the EDA intends to convey the Property to the Developer pursuant to Minnesota Statutes, Section 469.105, as amended; and

**WHEREAS**, the City, the EDA and the Developer desire to proceed with the development of the Property if: (i) satisfactory sources of funding can be secured by the Developer; (ii) the economic feasibility and soundness of the development of the Property and other necessary preconditions have been determined to the satisfaction of the parties; (iii) the financial risk to the City and the EDA, if any, is determined to be reasonable; and (iv) satisfactory resolution of land use and site design issues can be reached.

**WHEREAS**, the Developer is willing to undertake the activities described in this Agreement with reasonable assurance from the City and the EDA that each will support and cooperate with the Developer in its efforts to acquire the Property and construct the Project thereon (the “Development”); and

**WHEREAS**, the City and the EDA are willing to evaluate the proposed Development and work toward all necessary agreements with the Developer if the Developer agrees to make the deposit described herein, which is intended to reimburse the City and the EDA for their actual out-of-pocket costs incurred in connection with this Agreement and the proposed Development; and

**WHEREAS**, the City Council of the City and the Board of Commissioners of the EDA have reviewed the Developer’s proposal and desires to enter into this Preliminary Development Agreement to provide the Developer with an exclusive period of negotiation which will allow the Developer to refine its proposal and give the City, EDA and the Developer an opportunity to negotiate the terms of a purchase contract (the “Contract”) containing various requirements necessary to facilitate conveyance of the Property by the City to the EDA and the Developer’s acquisition thereof and construction thereon of the Project, the specific terms and conditions of which are yet to be finalized.

**NOW, THEREFORE**, in consideration of the covenants and obligations of the parties hereto, the City and the Developer hereby agree as follows:

Section 1. Preliminary Nature of Agreement. The City, the EDA and the Developer agree that this Agreement is intended to be preliminary in nature. Before the City, the EDA and the Developer can decide on whether to proceed with the implementation of the Developer's proposal for the Property, it will be necessary to assemble and consider information relative to the design, economics and other aspects of the proposed Development. The purpose of this Agreement is to allow the Developer an exclusive opportunity to assemble such necessary information, to refine the above-referenced development proposal, and to negotiate with the City and the EDA concerning the execution of the Contract which, if executed, will set forth the rights and responsibilities of the City, the EDA and the Developer with respect to the Development.

Section 2. Present Intent of Parties. It is the intention of the parties that this Agreement memorialize their present understandings and commitments, and if the following conditions can be fulfilled to the satisfaction of the City, the EDA and the Developer, the parties may proceed to use their best efforts to negotiate a mutually satisfactory Contract, which Contract may include conveyance of the Property:

- (a) the Developer demonstrates the market-feasibility of the Development;
- (b) the Developer demonstrates that sources of financing for the Development are available to the Developer, and if Developer requests public financial assistance from the City or the EDA, such assistance is necessary to make Developer's development proposal financially feasible and Developer provides security adequate to reasonably justify the any such City or EDA investment in the Development;
- (c) the resolution of any land use and site design issues with respect to the Development; and
- (d) the satisfaction of such other reasonable and customary conditions as are determined to be appropriate by either party.

The Contract (together with any other agreements entered into between the parties hereto or contemporaneously therewith) when executed will supersede all obligations of the parties hereunder.

Section 3. Developer's Undertakings. As soon as practicable after the date of this Agreement, but in no event later than December 29, 2023 or as otherwise specified in this Section 3, the Developer shall submit to the City and EDA the following:

- (a) A completed application to the City for conduit revenue bonds (the "Conduit Bonds") to provide financing for the Development;
- (b) A preliminary plat to divide the parcel identified as 27-819005-0 and separate the Property therefrom, for approval by the City;
- (c) An over-all cost estimate for the design and construction of the Development and related machinery and equipment;
- (d) A proposed schedule for the starting and completion of all phases of the Development; and
- (e) A negotiated Contract in accordance with, and subject to, the terms hereof.

In addition, the Developer shall cooperate with the City and the EDA in meeting the requirements of any participating governmental entity with respect to the proposed public assistance.

The costs of all undertakings by the Developer under this Section 3 shall be borne solely by the Developer. All of the information and materials described in this Section 3 shall be the property of the Developer.

Section 4. City's and EDA's Undertakings. During the term of this Agreement, the City and/or the EDA will undertake the following:

- (a) Review the application for Conduit Bonds submitted by SWWC, and in the sole and absolute discretion of the City and/or EDA, commence activities to issue the Conduit Bonds to provide financing for the Development.
- (b) Commence activities to plat the Property creating a separate platted lot for that parcel;
- (c) Make available to the Developer all engineering drawing and other similar materials with respect to the Property, to assist Developer in its efforts under this Agreement;
- (d) Make available City/EDA staff for consultation with respect to the preparation and review of the items described in Section 3 of this Agreement; and
- (e) in the event the Developer requests public financial assistance in connection with the Development, the City will cause its fiscal and development consultant, Baker Tilly, to prepare a report for the City and the EDA, utilizing the documentation and information submitted by the Developer pursuant to Section 3, setting forth the following:
  - (i) Whether any public financial assistance requested by the Developer in connection with the Development is appropriate; and
  - (ii) Whether there is anticipated to be sufficient cash flow from the Development to pay all of the costs associated with the Development;
- (f) review zoning, planning and subdivision implications of the Development, as appropriate;
- (g) keep the Developer fully apprised of the status and substance of the foregoing undertakings, as well as the accrued amount of reimbursable expenses described in Section 9 of this Agreement;
- (h) negotiate the Contract in accordance with, and subject to, the terms hereof;

Section 5. Purchase from EDA. It is anticipated that upon conveyance by the City to the EDA, the EDA will convey the Property to SWWC for a purchase price of One Dollar (\$1.00). All other terms and conditions of the acquisition and sale shall be contained in the Contract and approval of the issuance of the Conduit Bonds by the City Council of the City shall be a condition thereof.

Section 6. Exclusive Development Rights. During the term of this Agreement, the City and the EDA each agree that it will not negotiate or contract with any other party concerning the sale or development of the Property. The Developer shall not assign or transfer its rights under this Agreement

in full or in part, or enter into any subcontracts to perform any of its obligations hereunder, without the prior written consent of the City and the EDA.

Section 7. Conveyance Subject to Right of Re-entry. As of the date of this Agreement, the City owns the Property. If a Contract is executed within the terms of this Agreement, the City will convey title to and possession of the Property to the EDA, and the EDA will simultaneously convey title to and possession of the Property to the Developer, subject to all the terms and conditions of the Contract. The EDA's conveyance of the EDA Property to the Developer pursuant to the Contract will be made in the form of a quit claim deed (the "Deed"). The Deed will include a right of re-entry for breach of a condition subsequent in favor of the EDA (the "Right of Re-entry") for the Development. The condition(s) subsequent will be determined by the EDA in accordance with Minnesota Statutes Section 469.105 and set forth in the Deed conveying the EDA Property to the Developer in the form attached to the Contract. If the Developer breaches such condition(s) subsequent with respect to the Development, the Developer shall re-convey the Property back to the EDA. If the Developer fails to re-convey the Property to the EDA, the EDA may elect to exercise its right of reentry by commencing an action in Lyon County District Court to establish the breach of the condition subsequent. If the EDA establishes a breach of the condition subsequent, title to and the right to possession of the Property and title to all improvements located thereon reverts to the EDA, and the Developer is not entitled to any compensation from the EDA for the Property or the value of any improvements the Developer has made to the Property. The Developer must record any certificate of completion or certificate of release of the Right of Re-entry in the proper County land records at its expense.

Section 8. Negotiation of Contract. If all parties have satisfied their obligations hereunder and have each determined that they desire to move forward with the Development, the City and EDA shall prepare a draft Contract for negotiation between the parties. Nothing herein shall bind the parties to approve a Contract.

Section 9. City and EDA Costs. The Developer agrees that it will pay all out-of-pocket costs incurred by the City and the EDA in relation to the negotiation and execution of this Agreement, including, without limitation, all fees owed to the traffic, development, fiscal, legal, engineering, environmental and other consultants of the City and EDA, as well as costs associated with any plat of the Property. The Developer shall also be responsible for reimbursing the City and the EDA for all costs associated with the drafting of the Contract, and any other activities which the City and the EDA undertake in furtherance of the Development. No later than on the Effective Date of this Agreement (as defined in Section 12), the Developer shall deposit \$750 with the City and the City shall use such amount to pay costs associated with the City's and EDA's review of the Development. The City and EDA shall have the right to draw upon amounts remaining on deposit with it to pay its costs. If on termination of this Agreement, the amounts held by the City are insufficient to pay the City's and EDA's costs, the Developer shall be liable for any deficiency. If this Agreement is terminated in accordance with the terms hereof, or it expires and the parties do not move forward with the Development, any sums remaining on deposit with the City, after the City pays or reimburses itself and the EDA for all costs incurred to the date of termination, shall be returned to the Developer. The Developer's obligations under this section shall survive termination of this Agreement to the extent costs were incurred prior to the date of termination or to the extent that costs are incurred to enforce the Developer's obligations under this section.

Section 10. Effect of Approvals. No approval given by the City and the EDA hereunder or in connection herewith shall be deemed to constitute an approval of the Development for any purpose other than as stated herein and the process outlined in this Agreement shall not be deemed to supersede any concept review, conditional use permit, vacation, subdivision, rezoning or other zoning or planning approval process of the City or the EDA relative to the development of real estate.

Section 11. Modifications. This Agreement may be modified and the term hereof may be extended only through written amendments hereto signed by all parties to this Agreement.

Section 12. Term of Agreement. (a) This Agreement shall be effective from the date of this Agreement (the “Effective Date”) through March 29, 2024, subject to earlier termination in accordance with this section. If for any reason a Contract has not been entered into by the parties within the term of this Agreement or any other mutually approved extension thereof, this Agreement shall be null and void and neither party thereafter shall have any liability or obligations to the other except as otherwise provided in Sections 5 and 9 hereof.

(b) This Agreement may be terminated by any party upon 30 days’ written notice to the other parties if:

(i) A party fails to perform any of its obligations hereunder, and fails to cure the default within 30 days after receipt of written notice thereof; or

(ii) An impasse has been reached in the negotiation of any material term of the Contract.

Upon termination under this section 12(b), neither party thereafter shall have any liability or obligations to the other except as otherwise provided in Sections 5 and 9 hereof.

Section 13. Indemnification. The Developer agrees to indemnify, defend and hold harmless the City and the EDA and their respective officers, employees, agents, members, officials and representatives from and against any claims, demands, suits, costs, expenses (including reasonable attorneys' fees) actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development; including, without limitation, any claim by a land owner or tenant located on the Property to be entitled to relocation costs and related expenses.

Section 14. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement.

Section 15. Notices. Notice, demand, or other communication from one party to another party shall be deemed effective if sent by certified mail, postage prepaid, return receipt requested or delivered personally to a party at its address listed below, or at such other address as such party may designate in writing to the other party:

As to the City: City of Marshall  
344 West Main St.  
Marshall, MN 56258  
Attn: City Administrator

As to the EDA: Marshall EDA  
344 West Main St.  
Marshall, MN 56258  
Attn: Lauren Deutz, Economic Development Director

As to the Developer:

SWWC Services Cooperative  
1420 East College Drive  
Marshall, MN 56258  
Attn: [REDACTED]

Section 16. Effective Laws. This Agreement shall be construed in accordance with the laws of Minnesota, and any disputes shall be adjudicated in Lyon County district courts.

Section 17. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

**IN WITNESS WHEREOF**, the City, the EDA and the Developer have caused this Preliminary Development Agreement to be signed by their respective duly authorized representatives as of the date and year first written above.

**CITY OF MARSHALL, MINNESOTA**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Administrator

[Signature page to Preliminary Development Agreement]

**ECONOMIC DEVELOPMENT  
AUTHORITY IN AND FOR THE CITY OF  
MARSHALL, MINNESOTA**

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Executive Director

[Signature page to Preliminary Development Agreement]

**SOUTHWEST WEST CENTRAL SERVICES  
COOPERATIVE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[Signature page to Preliminary Development Agreement]

# EXHIBIT A

## Property

The Property covered by this Preliminary Development Agreement includes approximately five (5) acres of the parcel identified as 27-819005-0, as depicted below:





# Agency Administration Building Update

November 14, 2023

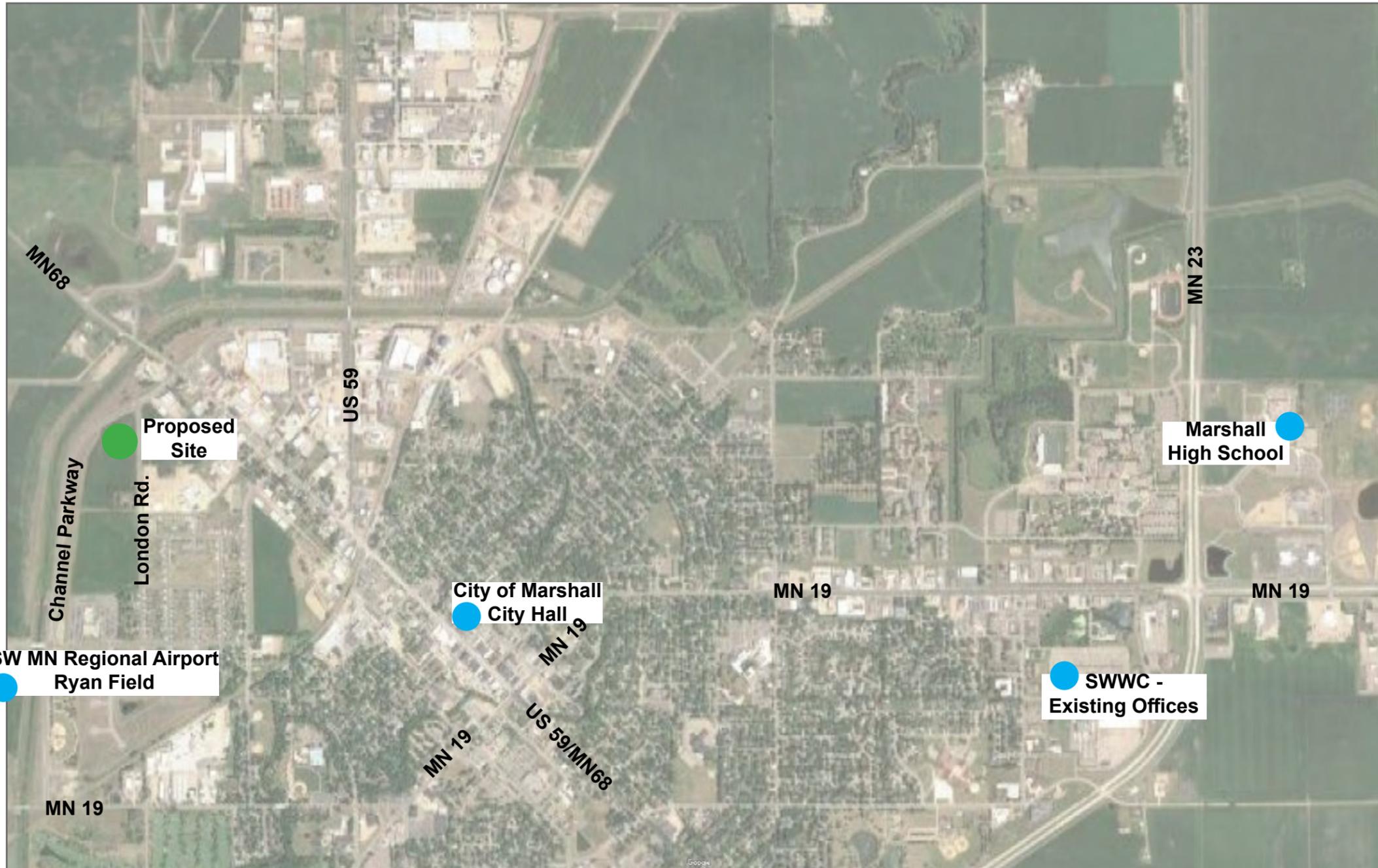


Who We Are

What We Do

Where We Are Located  
Montevideo – ELC  
Windom - ELC  
Pipestone - ELC  
Willmar/New London - ELC  
Cosmos - ELC  
Belview/Marshall - ELC  
Marshall – Agency Administration Offices

Collaboration  
5 Acre Parcel  
Channel Parkway and London Rd.  
16,000± Building Footprint  
50± On-Site Staff  
75± Visitors For Training



Marshall, MN - Source: Google Maps

**CONFIDENTIAL**  
**CONCEPT PLANS**  
**FOR DISCUSSION**  
**ONLY**



### Site Location

DATE: 25 SEPTEMBER 2023

PROJECT NO.: 19005.002

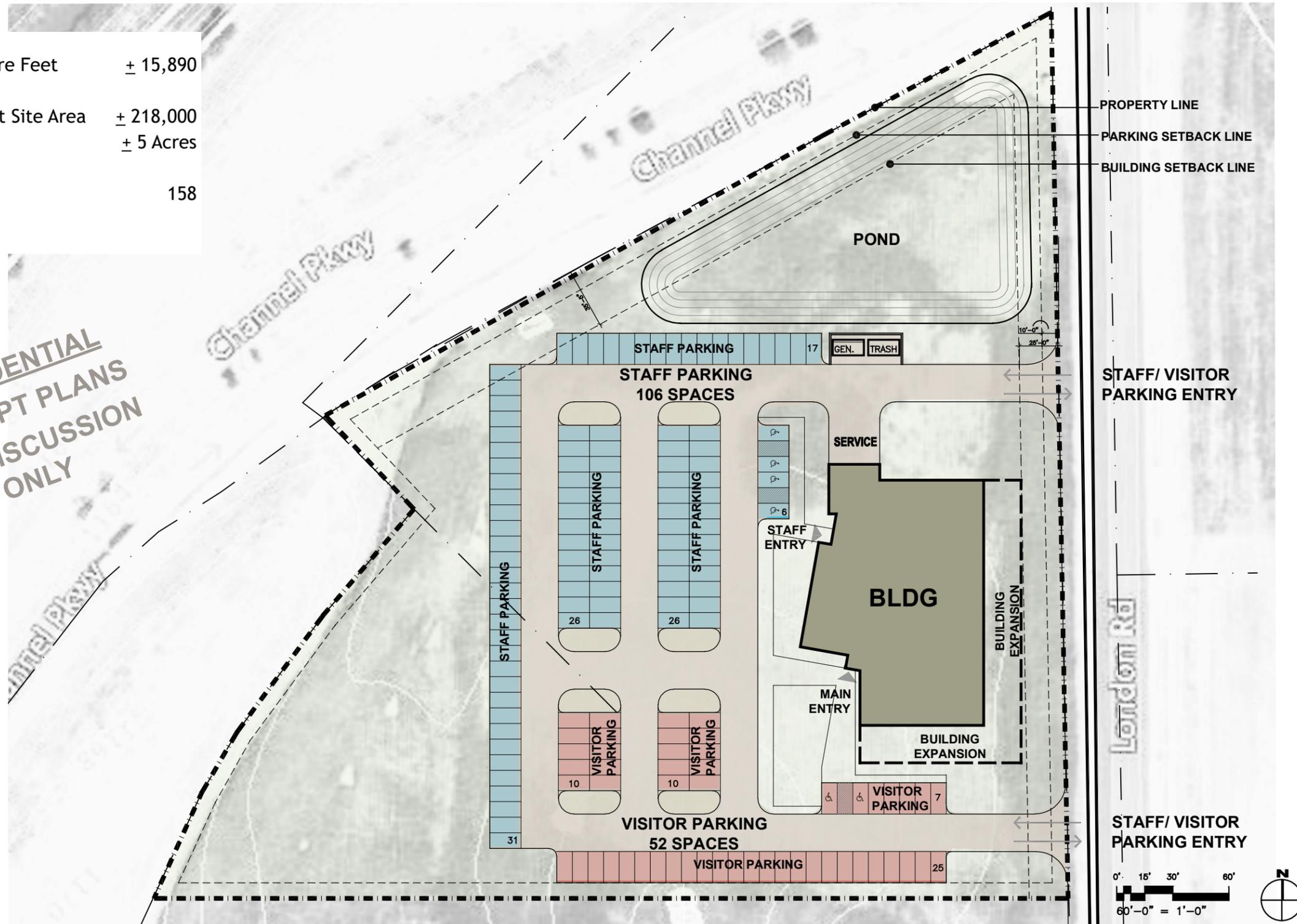
## SWWC - Agency Administration Office Space Planning

Marshall, Minnesota

SK. 163

OFFICE SPACE:  
 Total Gross Square Feet ± 15,890  
 SITE AREA:  
 Total square Foot Site Area ± 218,000  
 Total Acreage ± 5 Acres  
 PARKING SPACES 158

**CONFIDENTIAL  
 CONCEPT PLANS  
 FOR DISCUSSION  
 ONLY**



Updated 'Fit' Site Plan Option 3.2

DATE: 25 SEPTEMBER 2023

PROJECT NO.: 19005.002

**SWWC - Agency Administration Office Space Planning**  
 Marshall, Minnesota

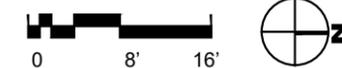
SK. 142

<b>AGENCY ADMIN</b>	
OFFICE 1 (SINGLE)	3
WORK STATION 7' x 10'	6
FLY-IN STATION 6'x8'	2
<b>RMIC</b>	
OFFICE 1 (SINGLE)	11
OFFICE 2 (DOUBLE)	2
WORK STATION 7' x 10'	1
<b>TEACHING AND LEARNING</b>	
OFFICE 1 (SINGLE)	1
OFFICE 2 (DOUBLE)	1
WORK STATION 7' x 10'	2
<b>TECHNOLOGY</b>	
OFFICE 1 (SINGLE)	8
WORK STATION 7' x 10'	6
FLY-IN STATION 7'x7'	5
<b>UNASSIGNED</b>	
FLY-IN STATION 7'x7'	3
6'x6'	3



**CONFIDENTIAL**  
**CONCEPT PLANS**  
**FOR DISCUSSION**  
**ONLY**

- AGENCY ADMIN
- RMIC
- TEACHING & LEARNING
- TECHNOLOGY
- UNASSIGNED



## Updated 'Fit' Floor Plan Option 3.2 - W/Departments

DATE: 07 NOVEMBER 2023

PROJECT NO.: 19005.002

# SWWC - Agency Administration Office Space Planning

Marshall, Minnesota

SK. 164



**CONFIDENTIAL**  
**CONCEPT PLANS**  
**FOR DISCUSSION**  
**ONLY**

### Illustrative View Looking Northeast

## SWWC - Agency Administration Office Space Planning

Marshall, Minnesota

DATE: 25 SEPTEMBER 2023

PROJECT NO.: 19005.002

SK. 147



**CONFIDENTIAL**  
**CONCEPT PLANS**  
**FOR DISCUSSION**  
**ONLY**

## Illustrative Looking East to Building Entry

# SWWC - Agency Administration Office Space Planning

Marshall, Minnesota

DATE: 25 SEPTEMBER 2023

PROJECT NO.: 19005.002

SK. 148



**CONFIDENTIAL**  
**CONCEPT PLANS**  
**FOR DISCUSSION**  
**ONLY**

## Illustrative Looking North at London Road

DATE: 25 SEPTEMBER 2023

PROJECT NO.: 19005.002

# SWWC - Agency Administration Office Space Planning

Marshall, Minnesota

SK. 161

## 2023

### October 2023

Schematic Design (SD)  
MDE RC submittal  
Survey  
Geo Tech

### November 2023

Design Development (DD)  
Execute PDA  
Draft PA

### December 2023

Finalize Design Development and cost estimate.

## 2024

### January 2024

Start Construction documents (CD).  
MDE RC update

### February 2024

Complete Construction documents  
Submit for permit.

### March – April 2024

Bidding  
Close on property  
Close on financing  
Notice to proceed with construction.

### May 2024 – July 2025

Building construction  
Commission and Occupancy

**CONFIDENTIAL**  
CONCEPT PLANS  
FOR DISCUSSION  
ONLY

## Preliminary Project Schedule

DATE: 25 SEPTEMBER 2023

PROJECT NO.: 19005.002

**SWWC - Agency Administration Office Space Planning**

Marshall, Minnesota

SK. 159

Thank You!

Questions

End of Presentation

**CITY OF MARSHALL  
AGENDA ITEM REPORT  
COUNCIL 11/14/23**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Variance adjustment permit for a reduced side yard setback for an attached garage at 304 East Marshall Street
<b>Background Information:</b>	<p>This is a request from the property owner to construct a new addition that would include a garage located three feet from the side property line instead of the required five feet.</p> <p>Granting of a variance may be permitted only if the request meets the “practical difficulties” test, which requires that proposed use be reasonable, that the problem be caused by conditions that are unique to this property, and that granting the variance will not change the character of the area.</p> <p>Upon review, city staff believes that the argument could be made that this proposal generally meets first and third parts of the test: There are numerous structures in this block that do not meet minimum setbacks, which makes the request both reasonable and not changing the character of the area; however, there seems to be nothing unique in this property.</p> <p>At the Planning Commission meeting, the applicant made a presentation where he argued for uniqueness of the property: the house was built in the late 1930’s as the first house on the block, with the house centered on the lot with no consideration for an adequate size attached garage.</p> <p>The variance regulations and procedures are found in Section 86-29. A property aerial photo is attached for reference.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	Recommend denial to the City Council of the request by Denise Strosahl for a Variance Adjustment Permit for a reduced side yard setback.
<b>Recommendations:</b>	<p>Planning Commission recommends approval to the City Council of the request by Denise Strosahl for a Variance Adjustment Permit for a reduced side yard setback to three feet with the following conditions:</p> <ol style="list-style-type: none"> <li>1. The wall located three feet away from the property line is 1-hr fire rated and does not have windows.</li> <li>2. There is no roof overhang at the wall located three feet away from the property line.</li> </ol>

**FINDING OF FACTS  
A VARIANCE ADJUSTMENT PERMIT  
FOR 304 EAST MARSHALL STREET  
WITHIN THE CITY OF MARSHALL, MINNESOTA**

**WHEREAS**, an application has been submitted by Denise Strosahl, (“Applicant”) to the City Council requesting approval of a variance adjustment permit under the Zoning Code, Article 86-II, Section 86-29, in the City of Marshall for the following location:

**LOCATION:** 304 East Marshall Street.

**LEGAL DESCRIPTION:** See Exhibit A.

**WHEREAS, THE APPLICANT SEEKS THE FOLLOWING:** A variance adjustment permit to build an addition within required side yard on the property located at 304 East Marshall Street and legally described above, and

**WHEREAS**, notice required pursuant to Minnesota Statutes Section 462.357 including the time, place and purpose of the hearing was published in the official newspaper at least ten days prior to the day of the hearing; and

**WHEREAS**, notice required pursuant to Minnesota Statutes Section 462.357 was mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the variance adjustment permit relates; and

**WHEREAS**, the Planning Commission has held a public hearing as required by the city Zoning Code on November 8, 2023, and

**WHEREAS**, Zoning Ordinance requires five feet side yard for main structures in R-1 Single Family residence district but allows an up to two-foot roof overhang into that required side yard, and

**WHEREAS**, Zoning Ordinance provides for considerations for granting a variance as follows: the applicant shall prove that the literal enforcement of the provisions of this chapter would cause practical difficulties because of circumstances unique to the individual property under consideration and the granting of the variances will be in keeping with the spirit and intent of this chapter. The term "practical difficulties," as used in connection with the granting of a variance means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality, and

**WHEREAS**, staff presented the Planning Commission with information that the applicant wants to build an addition that includes a garage with three feet side yard, and

**WHEREAS**, staff believe this proposal meets the two of three conditions for practical difficulties test for the following reasons:

- Building an addition with garage is reasonable.
- There are numerous structures in this neighborhood and area that do not meet minimum setbacks so the addition will fit with the essential character of the locality, and

**WHEREAS**, an applicant made a presentation where he argued for uniqueness of the property:

- The lot may be considered unique due to the fact that this house was built in the late 1930's

- as the first one on the block, before Zoning Ordinance, with the house centered on the lot,
- The setback currently in place in the Zoning Ordinances was adopted in 1967, and

**WHEREAS**, the Planning Commission discussed the variance request, including how the situation of the house on the property was unique and created practical difficulties for the property owner for the use and enjoyment of her property as a result of the house’s location before the current zoning went into place; and

**WHEREAS**, the Planning Commission discussed how the variance aligns with the spirit and intent of the neighboring properties, including hearing from members of the public at the hearing in support of the project; and

**WHEREAS**, the Planning Commission has designated specific conditions to mitigate potential negative effect on the neighbor, whose house is separated from the property line with a driveway, and

**WHEREAS**, the Planning Commission has discussed the above findings and, after discussion, held a vote on the request, and

**WHEREAS**, the Planning Commission, based on the above findings, has recommended to the City Council to approve a request for a variance adjustment permit to build an addition with three feet side yard, arising out of the motion offered by Doom and seconded by Pieper, and declared carried on the following vote Ayes: 4 Nays: 0 , Passed: Y

**WHEREAS**, the City Council reviewed the Minutes of the Planning Commission and heard from staff, and

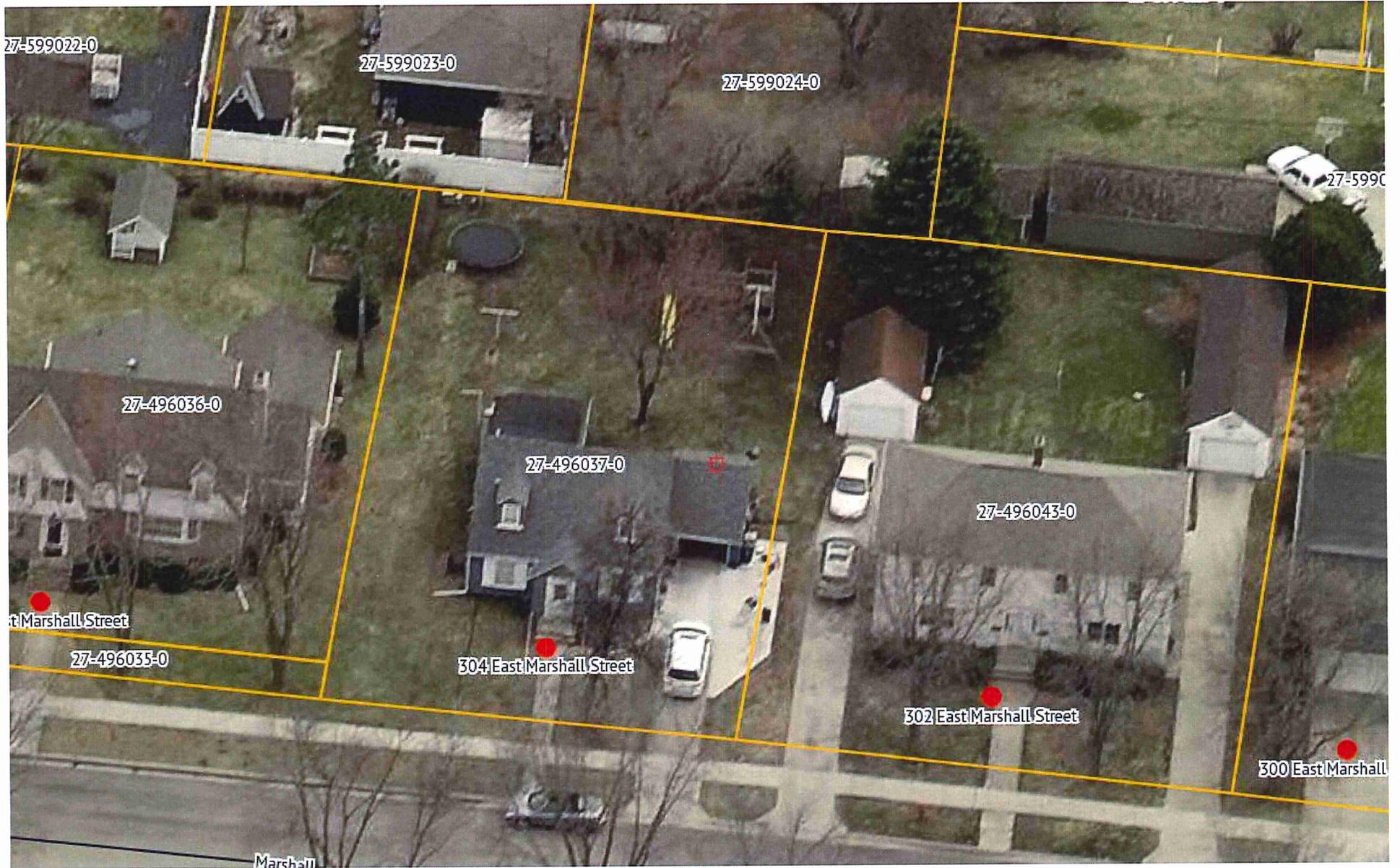
**NOW THEREFORE, THE COUNCIL HAS RESOLVED**, that the City Council accepts and adopts the following findings:

1. Because of the nature of the proposed use of the property and the location of the structure which predates the current zoning, the request meets the practical difficulties test:
  - a. Property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.
  - b. The plight of the landowner is due to circumstances unique to the property not created by the landowner.
  - c. The variance, if granted, will not alter the essential character of the locality.

**FURTHER, THE COUNCIL HAS RESOLVED**, that the City Council of the City of Marshall hereby approves the request for a variance adjustment permit to build an addition with garage with three-foot side yard, subject to on-going compliance with all of the following conditions:

1. Pursuant to Marshall Code Article 86-II, Division 86-II-1, Section 86-29, no application for a condition modification shall be considered by the planning commission or council for at least one-year from the date of a variance adjustment permit approval or from when circumstance sufficiently change to justify a review.
2. The owner shall maintain the property to conform with the Zoning Ordinance, Building Code, and not cause or create negative impacts to existing or future properties adjacent thereto.
3. The owner shall obtain all relevant and required permits prior to beginning any work and meet all applicable codes.







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

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

**Call to Order.**

The meeting was called to order by Vice Chairperson Muchlinski.

**Approval of the Minutes.**

Muchlinski asked for the approval of the minutes of the October 11, 2023, regular meeting of the Marshall Planning Commission. DOOM MADE A MOTION, SECOND BY DEUTZ, to approve the minutes as written. ALL VOTED IN FAVOR.

**Conduct a Public Hearing for a variance adjustment permit for a reduced side yard setback for an addition at 304 East Marshall Street.**

Gutman explained that this is a request from Denise Strosahl and Daniel Smith a married couple, to construct a new addition that would include a garage located three feet from the side property line instead of the required five feet. Gutman informed granting of a variance may be permitted only if the request meets the “practical difficulties” test, which requires that proposed use be reasonable, that the problem be caused by conditions that are unique to this property, and that granting the variance will not change the character of the area. Upon review, city staff believes that the argument could be made that this proposal generally meets first and third parts of the test: There are numerous structures in this block that do not meet minimum setbacks, which makes the request both reasonable and not changing the character of the area; however, there seems to be nothing unique in this property. The variance regulations and procedures are found in Section 86-29. A property aerial photo is attached for reference. Dan Smith of 304 East Marshall Street shared that he and his wife have lived in the home for 13 years. He made a PowerPoint presentation and said the garage is awkwardly narrow. It’s attached but does not function as an attached garage. He shared they plan to demolish and build a new garage wide enough so it can function the way an attached garage is supposed to function and look like it was meant to be there. The plan that was given to them by Independent Lumber showed the garage drawn at 16 feet in width which would be too wide. Dan informed that he plans to decrease that and have it built at 14 feet. If the Variance is granted, Dan informed they would only be using 6-8 inches of the required 5-foot side yard depending on where the property line is. Dan said neighbors shared their approval of the plan to update the home and he shared there are other homes in the neighborhood that are beyond the 5-foot required setback. Dan said the house is unique because in 1937, when the house was built, people did not use a garage the way we do now. Dan said the extra 2 feet of width would improve the living quality not just for them but for the future generation that would follow. Dan shared when they bought their home in May of 2010, they were the first people to purchase the home since 1959. He shared that instead of requesting a Variance Permit, the previous owner cut a flap into the back of the garage and outfitted it with hinges to have a makeshift door. Doom asked is the driveway pad exceeds the lot line, Dan answered they are unsure of where the lot line actually is located. He states an inspector used a laser to show the estimated outline of the line. Muchlinski asked what their approach would be if the Variance was denied. Denise Smith, Dan’s wife, stated the garage is being built for her since she is the one who uses it and has to worry every time she needs to get in and out and also be safer for everyone using it. Pat Surprenant of 400 E Marshall Street shared he was here as a voice of support as he also has a one-car style garage. He shared that some time ago he was in another meeting where another neighbor asked for a Variance request and it was granted. He said the plan for the change is good for the neighborhood. DOOM MADE A MOTION, SECOND BY DEUTZ to close the public hearing. All VOTED IN FAVOR. DOOM MADE A MOTION SECOND BY DEUTZ to make the recommendation to the City Council to approve the request by Denise Strosahl for a Variance Adjustment Permit for a reduced side yard setback as requested because the property is unique. ALL VOTED IN FAVOR.

**Conduct a Public Hearing on the request to rezone property at 100 through 120 London Road from R-1 One Family Residence District to I-1 Limited Industrial District**

Gutman explained this is a request by City of Marshall, Marshall, MN to rezone area at 100 through 120 London Road and as shown on attached map from R-1 One Family Residence District to I-1 Limited Industrial District for potential future development of a commercial building. The new Comprehensive Plan shows this entire area as a Commercial/Industrial Mix use with intent to allow for both commercial and light industrial uses. This mixed-use district ordinance with associated requirements has not been developed yet, but the current I-1 Limited industrial district will serve as the basis for the new district, making it an appropriate zoning district for this area. Rezoning procedures are described in Section 86-30 Amendments. A rezoning map is attached. Eric Lundberg 200 Athens Avenue asked if there would be access to Channel Parkway or if it would be on London Road and stated they are concerned about traffic. Anderson clarified there will be no access granted to Channel Parkway. It is an access restricted route. PIEPER MADE A MOTION, SECOND BY DOOM to close public hearing. PIEPER MADE A MOTION, SECOND BY DEUTZ, to make the recommendation to the City Council to approve the request to rezone properties at 100 through 120 London Road from R-1 One Family Residence District to I-1 Limited Industrial District. ALL VOTED IN FAVOR.

**Consider Ordinance amending Section 86-106 I-1 Limited Industrial District**

Gutman shared the new Comprehensive Plan has introduced a new land use: Commercial/Industrial Mix use, with the intent to allow both commercial and light industrial uses. This mixed-use district ordinance with associated requirements has not been developed yet. However, the current I-1 Limited industrial district description will serve as the basis for the new district requirements. Based on potential economic development in an area marked as Commercial/industrial use on the Land use map, a rezoning has become necessary, and the most reasonable way for the time being is to rezone this area to an I-1 limited industrial district, while also adding an office use to this district, in line with the future Commercial/Industrial zoning district. DOOM MADE A MOTION, SECOND BY DEUTZ for the recommendation to City Council to approve the revisions amending Section 86-106 I-1 - Limited industrial District by adding business offices as a permitted use in this district as proposed by staff. ALL VOTED IN FAVOR.

**Other Business**

Since there was no other business, A MOTION WAS MADE BY DOOM, SECOND BY DEUTZ to adjourn the meeting. ALL VOTED IN FAVOR. Vice Chairperson Muchlinski declared the meeting adjourned.

Respectfully submitted,  
Karla Ellis, Recording Secretary

**VARIANCE ADJUSTMENT PERMIT**  
City of Marshall, Minnesota

WHEREAS, The Planning Commission of the City of Marshall has held a Public Hearing for a Variance Adjustment Permit to have a reduced side yard setback described as:

**EXHIBIT A**  
**City of Marshall, County of Lyon, State of Minnesota**  
**304 East Marshall Street**

and; in accordance with and pursuant to the provisions Chapter 86 of City Code of Ordinances related to zoning; and has written findings that the establishment, maintenance or conducting of the use for which the 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 the use, or to the public welfare, or injurious to property or improvements in the area adjacent to such use, and;

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

NOW THEREFORE, be it resolved by the Common Council of the City of Marshall, Minnesota, that a Variance Adjustment Permit be granted Denise Strosahl for a Variance Adjustment Permit for a reduced side yard setback to three feet 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 in which such premises are located shall be conformed with.
- 2) That the City reserves the right to revoke the Variance Adjustment Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to cure any such default.
- 3) That the conditions contained in this permit shall be binding upon the successors and assigns of the applicant.
- 4) The wall located three feet away from the property line is 1-hr fire rated and does not have windows.
- 5) There is no roof overhang at the wall located three feet away from the property line.

**ADOPTED: November 14, 2023.**

ATTEST:

\_\_\_\_\_  
Mayor

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

(SEAL)

This Instrument Drafted By:  
Jason R. Anderson, P.E.  
City Engineer/Zoning Administrator  
File No. 1165  
344 West Main Street  
Marshall MN 56258

Denise Strosahl

Exhibit A

The West Sixty-six (66) feet of the South Nine (9) feet of Lot Thirty (30) and the West Sixty-six (66) feet of Lots Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34) and Thirty-five (35) of Block Three (3) Liberty Park Addition to the City of Marshall, Minnesota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Lyon County, State of Minnesota.

27.496037.0

LYON COUNTY RECORDER AND NOT FOR SUBLICENSE, RELICENSE, OR ANY OTHER TRANSFER

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Sharon Hanson, Pam Whitmore, Stockwell Representatives, Sofia Lykke (special counsel)
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Proposed Aquatic Center Action Next Steps Following November 7, 2023, Referendum Approval.
<b>Background Information:</b>	<p>As Council is aware, the City received special legislation to pursue continuation of an existing sales tax to construct an Aquatic Center in the City of Marshall. The Council had approved an initial resolution regarding the tax, which the Minnesota Legislature then authorized, and the Council affirmed by resolution and directed placement on the ballot for public to approve.</p> <p>On November 7, 2023, the public approved the referendum and, at the time of this memorandum, the canvassing board is scheduled to certify the results on November 14, 2023.</p> <p>Minnesota Statutes and regulations set forth the process for cities to follow in establishing a, or, in the City of Marshall’s case, continuing a local sales tax. As part of that process, staff offers the below information regarding next steps for Council.</p> <ol style="list-style-type: none"> <li>1). City Council re-approve, by Resolution, the previously motion-approved purchase agreement.</li> <li>2). Introduction of the Ordinance to amend the current Ordinance and continue the sales tax occurs, with consideration of adoption of the ordinance at the next regular Council meeting.</li> <li>4). Jon Brown from Stockwell will present an updated schedule for the proposed construction.</li> <li>5). City Council shall direct City Attorney and staff to conduct title work, platting and deed documents to fully execute the previously-approved purchase agreement of proposed aquatic center land.</li> <li>6). Staff begins gathering necessary information to send to the Secretary of State after final approval of the Ordinance and collaborates with the City Attorney on the Notice Letter for the Secretary of State.</li> <li>7). Council commits to providing representation from Council on the Aquatic Center Construction Committee once the design process begins.</li> </ol>
<b>Fiscal Impact:</b>	n/a
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Direct City Attorney and staff to conduct title work, platting and deed documents to fully execute the purchase agreement of proposed aquatic center land. Consider City Council representation on Aquatic Center Construction Committee to be activated once design process begins.

**CITY OF MARSHALL, MINNESOTA**

**RESOLUTION NO. 23-070**

**RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE PURCHASE OF PROPERTY FROM SCHWAN'S SHARED SERVICES, LLC**

**WHEREAS**, Schwan's Shared Services, LLC, a Delaware limited liability company (the "Seller") is the owner of certain real estate located in the City of Marshall, Lyon County, Minnesota, legally described as follows (final legal descriptions to be provided by surveyor obtained by Seller):

Parcel #1:

Lot One (1), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota,

Parcel #2:

Lot Two (2), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota,

Parcel #3:

A portion of Lot Three (3), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota, as depicted on the map attached as Exhibit A to the Purchase Agreement (as hereinafter defined)

(collectively, the "Real Property"); and

**WHEREAS**, the Seller agrees to sell to the City of Marshall, Minnesota (the "City" or "Buyer"), and the City agrees to purchase from the Seller the Real Property pursuant to the terms and conditions of a Real Estate Purchase Agreement (the "Purchase Agreement"), the form of which was presented to the City Council of the City on April 11, 2023, and was approved by motion carried by a unanimous vote of 6-0; and

**WHEREAS**, by this resolution, the City Council of the City desires to memorialize its prior approval of the Purchase Agreement by formal written expression.

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

1. That the Council hereby approves the Purchase Agreement in substantially the form presented to the Council, subject to modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Administrator.

2. City officials, staff, and consultants are authorized to take all actions necessary to perform the City's obligations under the Purchase Agreement as a whole, including, without limitation, execution of any documents to which the City is a party referenced in or attached to the Purchase Agreement, and any other documents necessary for the Real Property to be conveyed by the Seller to the City, as all described in the Purchase Agreement. The actions of the City officials, staff, and consultants in negotiating the purchase of the Real Property are ratified and confirmed in all aspects.

Adopted by the City Council of the City of Marshall, Minnesota this 14th day of November, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

**REAL ESTATE PURCHASE AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made this 20<sup>th</sup> day of JULY, 2023("Effective Date") by and between the **CITY OF MARSHALL, MINNESOTA**, a municipal corporation under the laws of the State of Minnesota ("Buyer") and **SCHWAN'S SHARED SERVICES, LLC**, a limited liability company under the laws of the State of Delaware, or its assigns ("Seller").

**RECITALS**

**WHEREAS**, the Seller owns real property as described herein:

Parcel #1:

Lot One (1), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota,

Parcel #2:

Lot Two (2), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota,

Parcel #3:

A portion of Lot Three (3), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota, as depicted on the Attached Exhibit A.

(Final Legal Description to be Provided by Surveyor as obtained by Seller.)

**WHEREAS**, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Real Property pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, for themselves, their successors and assigns as follows:

1. **SALE OF PROPERTY.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, fee title in the Real Property, together with all gaps, easements, rights benefiting or appurtenant to the Real Property, title or interest in any public streets or other public right of way vacated or unvacated, and Seller's interest in any transferable permits, licenses, or other approvals issued in connection with the Real Property, including rights arising out of any applicable Master Plan or Development Agreement (that includes the Real Property) or otherwise (collectively referred to as "Property").

2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price ("Purchase Price") to be paid by Buyer for the Property will be Four Hundred Sixty-Eight Thousand and no/100 (\$468,000.00) Dollars and other good and valuable consideration and is payable on closing date. This purchase agreement is subject to and contingent upon the Minnesota State Legislature authorizing the City of Marshall to proceed with process to collect a local sales tax option to be used as a source of funding for the purchase price herein. Said purchase is further subject to the local citizens of the City of Marshall approving the local sales tax option to fund the purchase of the property. Failure of the State Legislature to authorize the local sales tax option and failure of the local citizens of the City of Marshall to approve the local sales tax prior to

December 15, 2023 shall void this purchase agreement and this real estate purchase agreement shall therefore be deemed to be null and void.

Parking Lot Use. Seller hereby grants Buyer the license to use the parking lot area more specifically depicted in Exhibit C hereof (for the avoidance of doubt, said parking lot is not included in the Property and therefore is not being sold to Buyer), in accordance with the rights and obligations set forth in Exhibit B hereof. Finally, the Purchase Agreement is subject to and contingent upon approval by the Marshall City Council.

**3. DEED/MARKETABLE TITLE.**

Upon performance by Buyer and satisfaction of all contingencies, the Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

(A) Building and zoning laws, ordinances, state and federal regulations;

(B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;

(C) Reservation of any mineral rights by the State of Minnesota;

(D) Utility and drainage easements which do not interfere with existing improvements;

(E) Exceptions to title which constitute encumbrances, restrictions or easements which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement; (MUST BE SPECIFIED IN WRITING).

**4. REPRESENTATIONS AND WARRANTIES BY SELLER.** Seller represents and warrants to Buyer as follows:

A. **Authority.** The terms of this Agreement have been properly approved by the Seller, including, without limitation, as evidenced by the adoption of any requisite business operating resolutions, and the parties executing this Agreement on behalf of the seller have been duly authorized to execute this Agreement and to bind the Seller to the terms hereof. All documents executed by Seller which are to be delivered at the Closing are duly authorized, executed, and delivered by the Seller, are legal, valid, and binding obligations of Seller, are sufficient to convey title and do not violate any provisions of any agreement to which Seller is a party or to which it is subject.

B. **Title to Real Property.** Seller owns fee title to the Real Property, free and clear of all encumbrances and there are no leases or other agreements granting third parties any right to possess or purchase any portion of the Real Property being sold.

C. **Utilities.** The Real Property is to be adequately served by water, storm sewer and sanitary sewer and Seller has received no notice of actual or threatened reduction or curtailment of any utility service now supplied to the Real Property.

D. **"As Is" Sale.** The Real Property to be purchased herein is currently vacant. The Real Property has been accessible to the general public. The Buyer acquires said Real Property "As Is" and "Where Is". The Seller acknowledges that there has been no inspection for any hazardous materials. Seller is not aware of any activity that has been undertaken on the Real Property that would cause or contribute to (i) the Real Property becoming a treatment, storage or disposal facility within the meaning of and in violation of the Resource Conservation and Recovery Act of 1976, ("RCRA"), 42 U.S.C. § 6901 et seq., or any similar state law or local ordinance, (ii) a release or threatened release of Hazardous Substances from the Real Property within the ambit of CERCLA or any similar state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air

of any emissions, that would require a permit under the Federal Water Act, 33 U.S.C. § 1251 et seq., or the Clean Air Act, 42 U.S.C. §7401, et seq., or any similar state law or local ordinance.

E. **Rights of Others to the Real Property.** Seller has not entered into any other contracts for the sale of the Real Property, nor are there any rights of first refusal or options to purchase the Real Property or any other rights of others that might prevent the consummation of this Agreement. As of the date of this Agreement and the Closing Date, there are no agreements or understandings between Seller and any other parties which materially affect the operation or financing of the Real Property as currently operated by Seller that have not been disclosed to Buyer pursuant to this Agreement.

F. **Seller's Defaults.** Seller is not in default concerning any of its obligations or liabilities regarding the Real Property.

G. **FIRPTA.** Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. **Proceedings.** There is no action, litigation, investigation, condemnation, or proceeding of any kind pending or to the best knowledge of Seller, threatened against any portion of the Real Property.

I. **Insurance.** As of the date of this Agreement and the Closing Date, Seller has received no notice or complaint from any insurance underwriter relating to the condition of or operations of the Real Property.

J. **Well Disclosure/Storage Tanks.** There are no wells, monitoring wells or storage tanks on the Real Property within the meaning of Minnesota Statutes Chapter 103I. This warranty is given pursuant to Minnesota Statutes Chapter 103I.

K. **Special Assessments.** There are levied special assessments in connection with the Real Property.

L. **Documents.** Seller has or will promptly provide Buyer accurate and complete copies of all of the Documents (as that term is defined herein) in Seller's possession regarding the Real Property.

M. **Methamphetamine Disclosure.** To Seller's knowledge, no methamphetamine production has occurred on the Property.

N. **Airport Zoning.** A copy of any airport zoning regulations affecting the Property can be reviewed or obtained at the office of the county recorder in and for the county in which the Property is located.

The Seller's representations and warranties survive Closing. Furthermore, Seller will defend, indemnify and hold Buyer harmless from any claims arising out of Seller's breach of the representations and warranties.

5. **CONDITIONS PRECEDENT.**

A. Unless otherwise set forth herein, the obligations of Buyer under this Agreement are expressly contingent upon the satisfaction of each of the following conditions in Buyer's sole discretion ("Buyer's Conditions").

(i) **Access.** Seller will allow Buyer, and Buyer's agents, access to the Real Property without charge and at all reasonable times for the purpose of Buyer's inspection of the Real Property. Buyer will pay all costs and expenses of such investigation and testing and will hold Seller and the Real Property harmless from all costs and liabilities relating to Buyer's activities, except arising out of any existing environmental conditions. Buyer will further repair and restore any damage to the Real Property caused by or occurring during Buyer's testing and return the Real Property to substantially the same condition as existed prior to Buyer's entry. Seller will fully cooperate with Buyer to enable Buyer to satisfy the Buyer's Conditions.

(ii) **Due Diligence.** Buyer may perform, at its sole cost and expense, examinations and inspections relative to the economic and physical feasibility of the Real Property as Buyer determines in its sole and absolute discretion, including, without limitation, engineering studies, wetland delineation, market analysis, financial feasibility analysis including the availability of financing, and environmental assessments of the Real Property ("Tests"). Buyer shall promptly commence and diligently proceed with its Tests. Seller agrees promptly to provide Buyer with all readily available property information to assist in the conduct of Buyer's due diligence, including without limitation the Documents (as that term is defined herein). Buyer and its duly authorized agents will, pursuant to Section 4(i), have the right during the period from the Effective Date until the Closing Date, to enter in and upon the Real Property to complete its due diligence, including without limitations, completing the Tests. If such Tests reveal any condition or circumstances which Buyer finds objectionable for any reason, in Buyer's sole and absolute discretion, Buyer has the right and option to terminate this Agreement by written notice delivered to Seller on or before the Condition Date as set forth herein, and this Agreement will be of no further force or effect.

Upon failure of any one or more of the Buyer's Conditions on or before the Condition Date, Buyer may, at its sole and absolute discretion, by written notice to Seller given on or before 5:00 Minnesota time on the Condition Date, terminate this Agreement and neither Buyer nor Seller will have any further right, privilege, duty or obligation under this Agreement, (unless exclusively set forth herein). Failure of Buyer to give Seller notice of its election to terminate this Agreement prior to the Condition Date constitutes waiver by Buyer of the Buyer's Conditions. Buyer has the unilateral right to waive any Buyer's Condition by written notice to Seller.

B. The following conditions are conditions precedent to Buyer's obligations to Close on the purchase of the Real Property:

(i) **Representations and Warranties by Seller.** The representations and warranties of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.

(ii) **Title.** Buyer must be able to verify property title (as that term is defined herein) in accordance with the requirements and terms of Section 7.C. below.

(iii) **Performance of Seller's Obligations.** Seller has performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.

(iv) **Approvals (and the lapsing of any rights of appeal).** The City's adoption of resolutions granting the Approvals, in form acceptable to both parties.

(v) **Closing Documents.** Delivery of all Seller's documents, pursuant to Section 8.A.

(vi) **Conditions.** There exists no material change in the environmental or physical condition of the Real Property between the Condition Date and the Closing.

In the event that the conditions set forth in this paragraph 5.B are not satisfied, Buyer may elect to terminate this Agreement or waive satisfaction of any of Buyer's Conditions and close by giving written notice to Seller.

C. **Local Sales Tax Approval.** As an additional condition precedent, the City of Marshall must obtain legislative approval from the State of Minnesota regarding the local sales tax option to be approved so as to allow the City of Marshall a funding source to pay for the land acquisition as set forth herein. Failure to obtain State Legislative approval for local sales tax prior to December 15, 2023 and failure of the local voters to approve local sales tax option shall cause this agreement to be null and void, and there shall be no further obligation on behalf of Buyer to purchase the property and no further obligation on behalf of the Seller to sell the property.

D. **Long Term Lease Agreement.** As an additional condition precedent, the Seller and Purchaser shall negotiate and enter into a long-term mutual lease agreement regarding public use of adjacent parking lot which, can then be used by aquatic center constituents for aquatic center facilities. Failure to agree to long-term mutual lease agreement shall cause this agreement to be null and void and there shall be no further obligation on behalf of the Buyer to purchase the property and no further obligation on behalf of the Seller to sell the property.

E. **City Council Approval.** As a final condition precedent, the Marshall City Council must approve the terms and conditions of this Agreement and authorize the appropriate City Officials to sign this Purchase Agreement.

6. **EXAMINATION OF TITLE.** Seller shall, within ten (10) days of the satisfaction of all contingencies of this Agreement, furnish Buyer with an abstract of title or a registered property abstract certified to date including proper searches covering bankruptcies and state and federal judgments, liens and levied and pending special assessments. Buyer shall have ten (10) business days after receipt of the abstract of title or registered property abstract either to have Buyer's attorney examine the title and provide Seller with written objections ("Objections") or, at Buyer's own expense, to make an application for a title insurance policy and notify seller of the application. Buyer shall have ten (10) business days after receipt of the commitment for title insurance to provide Seller with a copy of the commitment and written Objections. Buyer shall be deemed to have waived any title Objections not

made within the applicable ten (10) day period for above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory warranty deed, unless a warranty deed is not specified above.

7. **TITLE CORRECTIONS AND REMEDIES.** Seller shall have 90 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 90-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein, and the closing shall be postponed.

A. If notice is given and Seller makes marketable title, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

B. If notice is given and Seller proceeds in good faith to make title marketable but the 90-day period expires without title being made marketable, Buyer may declare this Purchase Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other.

C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 90-day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:

(i) Proceed to closing without waiver or merger in the deed of the objections to title and without waiver of any remedies, and may:

a) Seek damages, costs and reasonable attorney's fees from seller as permitted by law (damages under this subparagraph shall be limited to the cost of curing objections to title and consequential damages are excluded); or

b) Undertake proceedings to correct the objections to title;

(ii) Rescission of this Agreement by notices as provided herein, in which case the Agreement shall be null and void.

(iii) Damages from Seller include costs and reasonable attorney's fees as permitted by law;

(iv) Specific performance within six month of such right of action arises.

D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following

options as permitted by law:

(i) Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any not given pursuant to this Agreement is a down payment note, and may be presented for payment notwithstanding cancellation;

E. If the title is marketable or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

- a) Seek damages from Seller including costs and reasonable attorney's fees;
- b) Seek specific performance within six months after such right of action arises.

8. **CLOSING.** Closing shall occur on or before December 15, 2023. The Closing will take place at the office of Quarnstrom & Doering, P.A. – 109 S. 4<sup>th</sup> St. Marshall, MN 56258, or at such other date and time as the parties may mutually agree upon in writing.

A. **Seller's Closing Documents.** On the Closing Date(s), Seller will sign and/or deliver to Buyer the following (collectively, "Seller's Closing Documents") at such Closing for the respective Lot, if Buyer elects to close in phases:

(i) **Warranty Deed.** A Warranty Deed in recordable form acceptable to Buyer conveying the Real Property from Seller to Buyer, free and clear of any encumbrances except the Permitted Encumbrances.

(ii) **Seller's Affidavit.** An Affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Real Property; that there has been no skill, labor or material furnished to the Real Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Real Property together with any standard indemnity agreement required by Title to issue the Title Policy.

(iii) **FIRPTA Affidavit.** A non-foreign affidavit, properly executed and in recordable form containing such information as is required by IRC § 1445(b)(2) and its regulations.

(iv) **Assignment.** Assignment of all of the Documents and other documents relevant to the Project (at no cost to Buyer), Plans and any facets of the Property not covered by the Warranty Deed, in which Seller assigns all rights, title and interest in said Plans or Documents in form acceptable to the Buyer.

(v) **Additional Documents.** Such other documents as Buyer may reasonably request to carry out the transactions contemplated under this Agreement.

B. **Buyer's Closing Documents.** On the Closing Date, Buyer will sign and/or deliver to Seller the following (collectively, "Buyer's Closing Documents") at such Closing:

(i) **Payment.** The payment due at Closing.

(ii) **Additional Documents.** Such other documents as Seller may reasonably request to carry out the transactions contemplated under this Agreement.

9. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

A. **Title Insurance and Closing Fee.** Seller will pay all costs of the Title Evidence (as defined in Section 6.1 below). Buyer shall pay all premiums required for the issuance of any owner's and/or mortgagee's title insurance policy. Seller and Buyer shall each pay one-half of any closing fee or charge imposed by any closing agent or by Title.

B. **Transfer Taxes.** Transfer Taxes. Seller shall pay all deed, documentary stamp and transfer taxes payable in connection with the recording of the deed. Buyer shall pay all fees and taxes payable in connection with Buyer's financing, including any fees or taxes imposed in connection with the execution, delivery and/or recording of any mortgage, deed to secure debt, deed of trust or other security document.

C. **Real Estate Taxes and Special Assessments.** General real estate taxes and installments of special assessments due and payable in the calendar year immediately preceding the year in which the Closing occurs, and all prior years shall be paid by Seller. General real estate taxes and installments of special assessments due and payable in the calendar year in which the Closing occurs shall be prorated by Seller and Buyer as of the Closing Date based upon the calendar year. Buyer shall assume all real estate taxes and installments of special assessments due and payable in all years following the calendar year in which the Closing occurs. For purposes of this Section, real estate taxes and installments of special assessments shall be deemed to be "due and payable" in the last calendar year in which such payment can be made without incurring interest or penalties for late payment.

D. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in Seller in the condition required by this Agreement. Buyer will pay the cost of recording all other documents.

E. **Other Costs.** All other operating costs of the Property shall be allocated between Seller and Buyer as the Closing date, so that the Seller pays that part of operating costs payable before Closing Date, and Buyer pays that part of operating costs payable on and after the Closing Date.

F. **Attorney's Fees.** Each of the parties will pay its own attorney's fees.

10. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller will maintain the Real Property in the ordinary course of business in accordance with prudent, reasonable business standards. Seller will execute no contracts, leases or other agreements regarding the Real Property during the interim that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.

11. **DAMAGE.** If, prior to the Closing Date, all or any part of the Real Property is substantially damaged by fire or other casualty, the elements or any other cause, the Seller will immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within twenty

(20) days after Seller's notice), this Agreement will terminate, in which event neither party will have any further obligations under this Agreement. Buyer may elect to Close, in accordance to this agreement.

12. **NOTICES.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, the next business day after being sent by reputable overnight commercial courier (e.g. U.P.S. or Federal Express), sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

**If to Seller:**

Schwan's Shared Services, LLC  
115 West College Drive  
Marshall, MN 56258

**If to Buyer:**

Sharon Hanson, City Administrator  
City Hall  
344 W. Main St.  
Marshall, MN 56258

Phone: 507-537-6760  
Facsimile: 507-537-6830  
Email: Sharon.Hanson@ci.marshall.mn.us

With a copy to:

Dennis H. Simpson  
109 S. 4<sup>th</sup> St.  
Marshall, MN 56258  
Phone: 507-537-1441  
Facsimile: 507-537-1445  
Email: dsimpson@qdlawfirm.com

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with.

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party. Attorneys for each party are authorized to give notices for each such party.

13. **POSSESSION.** Possession of the Real Property will be delivered by the Seller to the Buyer on the Date of Closing.

14. **REMEDIES.** If Buyer defaults under this Agreement and fails to cure such default within the time period allowed by Minn. Stat. §559.21, subd. 4(a) (30 days), this Agreement will terminate.

If Seller defaults under this Agreement, Buyer may; (i) terminate this Agreement; (ii) seek and recover specific performance, provided, that such action for specific performance is commenced within six (6) months after such cause of action arises.

15. **CONDEMNATION.** If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and if the taking is likely to materially and adversely impact the use and operation of the Property as presently used and operated, Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving written notice to the Seller and Escrow Agent within ten (10) days after Seller's notice. If Buyer shall fail to give such notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings. Upon any return of Earnest Money pursuant to this Section, neither the Seller nor the Buyer shall have any further rights or obligations under this Agreement, other than those expressly stated to survive a termination.

16. **BROKER'S COMMISSION.** Buyer may not assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Any attempted assignment without Seller's prior written consent shall be void, at Seller's option. No assignment by Buyer shall release or relieve Buyer from any obligations or liabilities under this Agreement. Buyer shall immediately notify Seller of any assignment or purported assignment and shall include with such notice a true and complete copy of the assignment document. Notwithstanding anything in this Section or Agreement to the contrary, Seller shall not withhold its consent to Buyer assigning this Agreement to an entity controlled by original Buyer, where "control" means a greater than fifty percent (50%) equity and voting interest, if Buyer provides to Seller reasonable evidence of such control. Buyer shall be responsible for any transfer taxes payable in connection with any assignment of this Agreement by Buyer.

17. **POST CLOSING OBLIGATIONS.** At any time and from time to time after the Closing Date, each party will upon request of another party, execute, acknowledge and deliver all such further and other assurances and documents, and will take such actions as are consistent with the terms of this Agreement, as may be reasonably requested to carry out the transactions contemplated herein and to permit each party to enjoy its rights and benefits hereunder. If requested by Buyer, Seller further agrees to prosecute or otherwise enforce in its own name for the benefit of Buyer, any claim, right or benefit transferred by this Agreement that may require prosecution or enforcement in Seller's name. Any prosecution or enforcement of claims, rights or benefits under this provision shall be solely at Buyer's expense, unless the prosecution or enforcement is made necessary by a breach of this Agreement on the part of the Seller.

18. **ENTIRE AGREEMENT, MODIFICATION AND WAIVER.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth in this Agreement. No supplement, modification or waiver of this Agreement shall be binding unless it is executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

19. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns, provided that Buyer is permitted to assign its interest hereunder, with notice to, and with Sellers consent, which will not be unreasonably withheld.

20. **GOVERNING LAW.** This Agreement was executed in Minnesota and shall be governed by the laws of the State of Minnesota.

21. **MUTUAL DRAFTING.** This Agreement is the mutual product of the parties, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of each of the parties, and shall not be construed for or against any party to this Agreement.

22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

23. **HEADINGS.** Headings contained herein are for reference only and are not a part of this Agreement.

24. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** No provision of this Agreement is intended, nor is any provision to be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, employee or partner of any party to this Agreement or any other person or entity.

25. **EXHIBITS.** All Exhibits referred to in and attached to this Agreement are incorporated in and made a part of this Agreement.

26. **REVIEW BY COUNSEL.** Buyer and Seller acknowledge that they have each been represented by counsel and that their respective counsel have reviewed and approved this Agreement, and the parties hereby agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

27. **EFFECT OF SUBMISSION.** The submission by Buyer to Seller or Seller to Buyer of this Agreement in an unsigned form shall be deemed to be a submission solely for consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall not confer any rights or impose any obligations, irrespective of any reliance thereon, change of position or partial performance. The submission by Seller or Buyer of this Agreement for execution shall similarly have no binding force or effect unless and until both parties shall have executed this Agreement and a counterpart hereof shall have been delivered to the other party hereto.

28. **DATES.** All times specified in this Agreement will be of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday on which financial institutions or post offices are generally closed in the state in which the Property is located. For purposes of computing any period of time specified in or relevant to performance hereunder, the day or date from which such time period is measured will be excluded and all other days, including holidays, will be counted.

29. **LEGAL PROCEEDINGS.** If either party commences legal proceedings for any relief against the other party arising out of this Agreement or any documents, agreements, exhibits or certificates contemplated hereby, the losing party shall pay the prevailing party's actual reasonable attorneys' fees and costs upon final settlement, judgment or appeal thereof.

30. **SURVIVAL.** Except as otherwise provided herein, all of the terms (including without limitation, warranties and representations) of this Agreement will survive and be enforceable after the Closing.

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

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase Agreement as of the later of the dates set forth above:

Date of Signature

12 April, 2023

**BUYER:**  
CITY OF MARSHALL, A MUNICIPAL CORPORATION,  
MINNESOTA

By 

Its City Administrator

Date of Signature

JULY 20, 2023

**SELLER:**  
SCHWAN'S SHARED SERVICES, LLC, A LIMITED  
LIABILITY COMPANY ORGANIZED UNDER THE LAWS  
OF THE STATE OF DELAWARE

By: 

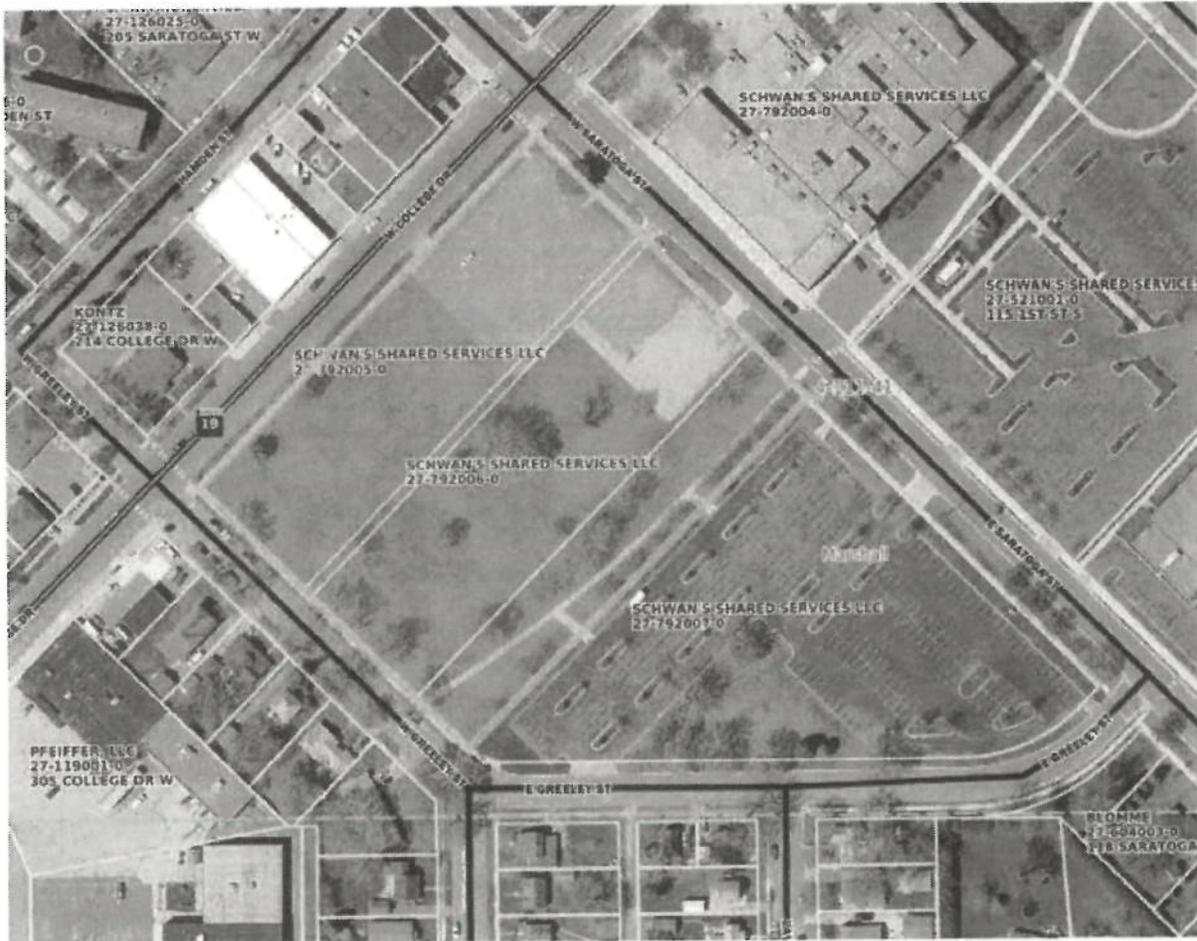
Its: ASSISTANT TREASURER

EXHIBIT A

Legal Description of Land

Lot One/Two/portion of Three, Block 3 of Schwan's Corp 1 Addition, Lyon County, City of Marshall, Minnesota.

FINAL LEGAL DESCRIPTION TO BE PROVIDED BY SURVEYOR

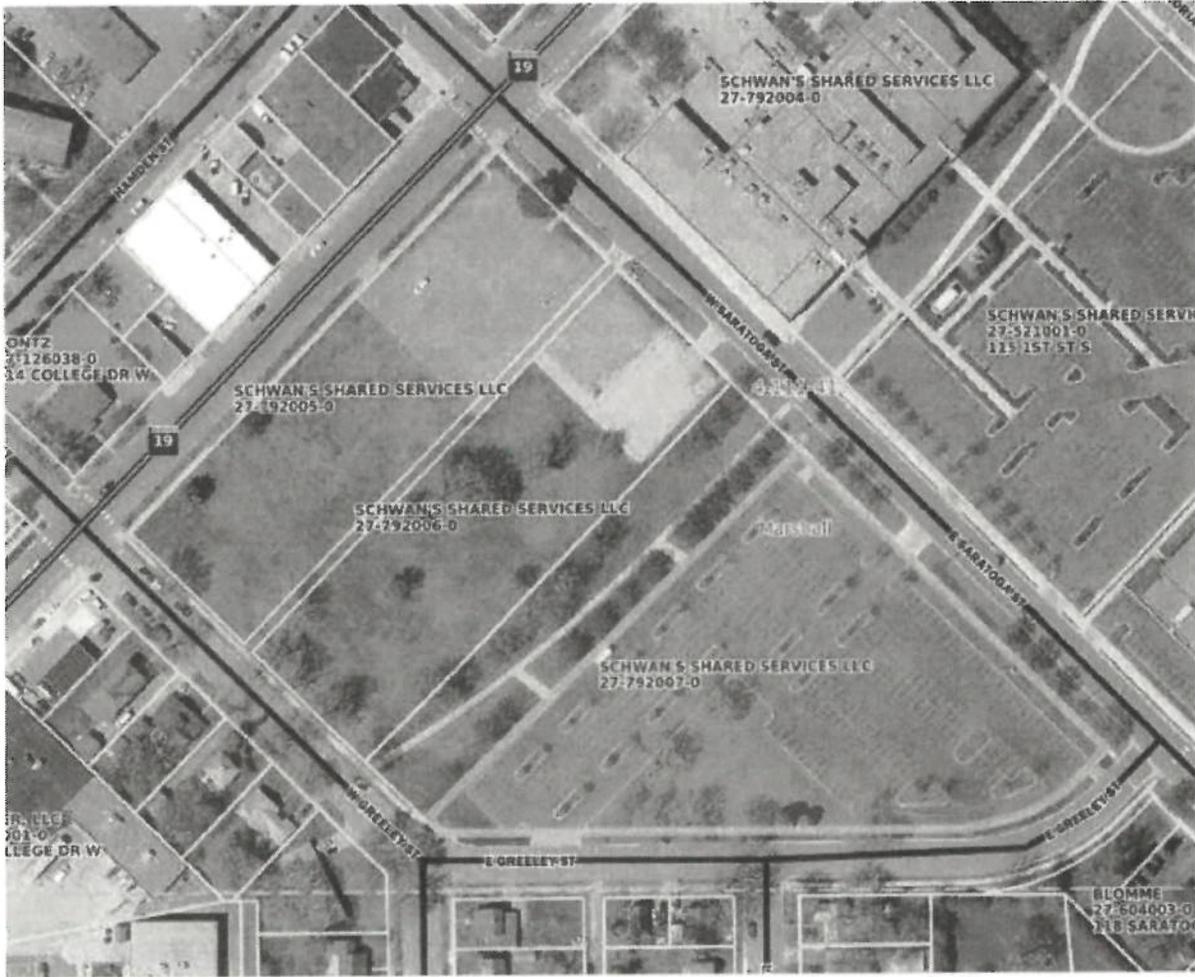


## **EXHIBIT B**

### **PARKING LOT USE**

1. Seller hereby grants Buyer the right to use the parking lot identified in Exhibit C hereof.
2. Buyer assumes the full responsibility to maintain the lot, including without limitation, making proper and prompt repairs/painting, lawn care & snow removal, etc., to ensure the safe condition of the lot.
3. Notwithstanding the rights granted to Buyer herein, Seller's employees and guests can continue to use such parking lot.
4. The Parties shall enter in a mutual use lease agreement setting for obligations and responsibilities for liability insurance, use of the parking lot and other issues related thereto.

EXHIBIT C  
PARKING LOT AREA





# Agreement Amendment

City of Marshall  
Marshall Aquatic Center – Phase 1

21045| SEI No.  
Labeled Illustrative Plan| Encl

August 10, 2023

Ms. Sharon Hanson  
City of Marshall  
334 W Main Street  
Marshall, MN 56248  
[Sharon.Hanson@ci.marshall.mn.us](mailto:Sharon.Hanson@ci.marshall.mn.us)

Re: Proposal for Professional Services  
Marshall Aquatic Center – Phase 1

Dear Sharon,

Please accept this letter and scope of work/fee proposal as a request for a services agreement amendment. This Agreement shall be contingent upon voter approval of the November 7, 2023 special election ballot question extending the local sales and use tax of one-half of one percent in the City of Marshall. Owner will notify Stockwell in writing of the outcome of the November 7, 2023 special election ballot question as soon as the election results are certified and Stockwell will not start work until receiving written notification of successful voter approval by the Owner. Per your request Stockwell will provide the following services:

## Phase 4 | Design Development

- 4.1 Layout and design the site improvements and alternates based on Client approved schematic plan.
- 4.2 Design improvements in coordination with Client's staff.
- 4.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 4.4 Design sanitary sewer and water services with project limits to Client's standards.
- 4.5 Design drainage facilities to intercept and convey runoff in conformance with Client's standards. Identify watershed boundaries based on best available contour data for the area. Determine runoff potential for minor and major storm events. Evaluate flood conditions and inundation levels.
  - 4.5.1 Coordinate with MnDOT on site connection.
- 4.6 Site Specific Water Quality Detention Facility - Best Management Practices (BMP).
  - 4.6.1 Design the Site Specific Water Quality BMP in accordance with governing agency's design standards.
    - Analyze alternative types of Water Quality BMP to determine the best fit for the Project.
    - Determine the required size of the pond that includes Pre-sedimentation Forebay, Water Quality Capture Volume (WQCV), Sediment Storage and Site Access.
    - Design the proposed outlet structure in accordance with Client's or governing agency's minimum standards and determine the rate of release from the pond during the 5 and 100-year runoff events.
- 4.7 Layout site dimensionally to satisfy sidewalk needs and pedestrian movement in compliance with minimum requirements of the Client. Coordinate design with drainage facilities. Design pavements in conformance with Client's standards. Client's geotechnical firm to perform California Bearing Ratio (CBR) evaluation of existing site and provide recommendations to Stockwell.



# Agreement Amendment

City of Marshall  
Marshall Aquatic Center – Phase 1

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- 4.8 Design project to comply with the Americans with Disabilities Act (ADA). Notify Client of conditions which prevent or limit compliance with the ADA. Client to provide Stockwell guidance for proceeding or variances from the ADA.
- 4.9 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 4.10 Design landscape features including irrigation complying with Client's minimum design requirements and/or standards.
- 4.11 Design aquatic areas and systems by pool sub-consultant.
- 4.12 Design bathhouse and mechanical building by architect sub-consultant.
- 4.13 Design site lighting by electrical engineer sub-consultant.
- 4.14 Design PA system. Client to provide IT/control access vendor to assist with design.
- 4.15 Determine removal limits for the Project site.
- 4.16 Prepare Project plan submittal documents.
- 4.17 Coordinate and conduct meetings with private utility companies.
- 4.18 Prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 4.19 Submit electronic pdf copy of design development (65%) documents to Client for review.
- 4.20 Attend with Client schematic design submittal review meeting.
- 4.21 Update preliminary opinion of estimated construction costs for the Project.

*Deliverables: Notice of Intent; opinion of probable construction cost; and design development documents.*

## Phase 5 | Construction Documents

- 5.1 Finalize design.
- 5.2 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site, and will be suitable for review by permitting agencies with jurisdiction over the project.
- 5.3 Perform Internal Quality Assurance Procedures
- 5.4 Submit three copies of construction (95%) documents and Stockwell's opinion of probable construction costs to Client for review.
- 5.5 Submit construction documents to the following entities for comment.
  - 5.5.1 Minnesota Department of Health.
  - 5.5.2 Private Utility Companies.
- 5.6 Address comments to review documents and incorporate into final deliverables.
- 5.7 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction costs and three paper copies of final construction documents for bidding purposes.
- 5.8 Present final design at City Council meeting.

*Deliverables: Opinion of probable construction cost; and construction documents for bidding purposes.*

## Phase 6 | Bidding

- 6.1 Provide bidding documents to prospective bidders.
- 6.2 Maintain a list of plan holders.
- 6.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 6.4 Attend the bid opening.
- 6.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 6.6 Attend council meeting to present recommendation to Client.

*Deliverables: Addendums; tabulation of bids received; and recommendation of award.*

# Agreement Amendment

City of Marshall  
Marshall Aquatic Center – Phase 1



## Phase 7 | Construction Administration

- 7.1 Prepare construction agreement and submit to Contractor for signature.
- 7.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 7.3 Prepare Contractor's notice to proceed.
- 7.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 7.5 Coordinate with Client's geotechnical engineer for material testing services. Material testing agent will be hired directly by Client. Client is responsible for paying the cost of material testing. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its testing firm.
- 7.6 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 7.7 Coordinate and conduct one public meeting. Prepare informative exhibits and presentations as necessary.
- 7.8 Review and make comment on shop drawings or other product submittals from contractor
- 7.9 Mark removal limits of appropriate items.
- 7.10 Document conditions of project site prior to construction beginning by means of video.
- 7.11 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.
- 7.12 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 7.13 Prepare biweekly construction bulletins and submit to Client for distribution.
- 7.14 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 7.15 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 7.16 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 7.17 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 7.18 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 7.19 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in additional effort by Stockwell shall be considered an additional service.
- 7.20 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 7.21 Survey as-built locations and elevations of utility appurtenances accessible at ground surface.
- 7.22 Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Utility linework shall be redrafted to reflect as-built survey data and field measurements. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.
- 7.23 Deliver dwg file of spatially correct linework and symbology of underground utilities.
- 7.24 Deliver electronic project file to Client. Project file to contain electronic copies of all deliverables.
- 7.25 Conduct one warranty inspection in conformance with the construction contract. Prepare a "punch list" of warranted items requiring completion or correction. Stockwell to deliver punch list to Client and Contractor. Stockwell is not responsible for further coordination of Contractor's repairs. Additional effort spent by Stockwell coordinating repair work shall be considered an additional service and invoiced separately to the Client.



# Agreement Amendment

City of Marshall  
Marshall Aquatic Center – Phase 1

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*Deliverables: Executed contract documents; contractor's notice to proceed; preconstruction meeting minutes; change orders; pay requests; biweekly progress reports; certificate of completion; punch lists; notice of termination; and record drawings.*

## Phase 8 | Construction Staking

- 8.1 Mark proposed improvements and elevations as shown on the plans.
- 8.2 Reset boundary markers found at the time of survey but are removed during construction.

## Compensation

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

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

Where compensation for Basic Services through Standard Hourly Rates method of payment is specified, Owner shall pay Stockwell for Basic Services as follows:

- 1.1 An amount equal to the cumulative hours charged to the Project by each class of Stockwell's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Stockwell's Consultants' charges, if any.
- 1.2 The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Stockwell's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Stockwell's Consultants' charges.
- 1.3 Stockwell's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- 1.4 When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Stockwell that the total compensation amount thus estimated will be exceeded, Stockwell shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Stockwell's services for Client's convenience. Upon notice, Client and Stockwell promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Stockwell's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Stockwell, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend Stockwell's services during the negotiations and Stockwell exceeds the estimated amount before Client and Stockwell have agreed to an increase in the compensation due Stockwell or a reduction in the remaining services, then Stockwell shall be paid for all services rendered hereunder.



# Agreement Amendment

City of Marshall  
Marshall Aquatic Center – Phase 1

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If you have any questions, please contact our office.

Sincerely,

STOCKWELL ENGINEERS, INC.

  
Jon Brown, P.E.  
President

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Sharon Hanson, Pam Whitmore, Stockwell Representatives, Staff, Sofia Lykke (special counsel)
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Introduction of ordinance amending the City's existing Ordinance No. 667, Second Series to provide for extension of the sales tax.
<b>Background Information:</b>	<p>Minnesota Statutes Section 297A.99 specifically outlines the process for approving a sales tax, which includes the city conducting a referendum during a general election within two years of receiving legislative authority for the local sales tax. The referendum must include separate questions for each project, and the ballot questions approved by voters may be funded by the sales tax.</p> <p>On November 7, 2023, the voters approved by 66.44% the ballot question authorizing the City of Marshall to (a) extend the sales and use tax of one-half of one percent (.50%) for the purpose of paying the costs of collecting and administering the tax and paying for the construction of a new municipal aquatic center in the City, plus associated bonding costs, including interest on any bonds; and (b) issue its general obligation bonds in an aggregate principal amount not to exceed \$18,370,000, plus the cost of issuing the bonds, including interest on the bonds to finance the construction of the aquatic center.</p> <p>Next steps under the statutes requires the city to pass an ordinance imposing the tax, after which the City will notify the Commissioner of Revenue of the tax.</p> <p>It should be noted that, at the time of the memorandum, the Canvassing Board has not met but is scheduled to meet on November 14, 2023, to certify the final results. If there is an issue with certification, this matter will be pulled and placed on a later agenda.</p>
<b>Fiscal Impact:</b>	n/a
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Approve introduction of ordinance amending the City's existing Ordinance No. 667, Second Series to provide for extension of the sales tax.

**CITY OF MARSHALL  
ORDINANCE SALES TAX EXTENSION**

**NOW THEREFORE**, the Common Council of the City of Marshall do ordain:

**SECTION 1:**           **AMENDMENT** “Section 70-50 Authority” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 70-50 Authority

The state legislature has, by Laws of Minnesota 2011, 1st Special Session, Chapter 7, Article 4, Section 14, as amended by Minnesota Laws, 2023, Regular Session, Chapter 64, Article 10, Section 14, authorized the city to impose a one-half of one percent sales and use tax to ~~assist in funding~~ pay all or part of the costs of the new and existing facilities of the Minnesota Emergency Response and Industry Training Center and the new facilities of the Southwest Minnesota Regional Amateur Sports Center, and to extend such sales and use tax to pay the costs of collecting and administering the tax and paying for \$18,370,000 plus associated bonding costs for the construction of a new municipal aquatic center in the city, including securing and paying debt service on bonds issued to finance such project. The city approved the Act in accordance with applicable law.

(Ord. No. 667 2nd series, § 1, 12-18-2012)

**SECTION 2:**           **AMENDMENT** “Section 70-51 Definitions” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 70-51 Definitions

The words, terms and phrases used in this article shall have the meaning ascribed to them in Minn. Stat. ch. 297A, except where the context clearly indicates otherwise. In addition, the following definitions shall apply:

*Act* means Laws of Minnesota 2011 ~~Chapter 7~~, 1st Special Session, Chapter 7, Article 4, Section 14 as amended by Minnesota Laws, 2023, Regular Session, Chapter 64, Article 10, Section 14.

*Applicant* means an individual if the license is issued to or in the name of an individual or the corporation, partnership or other entity if the license is issued to or in the name of a corporation, partnership or other entity.

*City* means the City of Marshall, Minnesota.

*Commissioner* means the commissioner of revenue for the state acting under the authority of an agreement entered into between the city and the state pursuant to the Act, or such other person or entity designated to administer and collect the city sales and use tax.

*Marshall sales and use tax* means the sales and use tax imposed and collected pursuant to this article.

*Ordinance* means the ordinance or, collectively as the context may require, ordinances from which this article derives in its present form and as subsequently codified in the City Code.

*Penalties and interest* means penalties and interest due on taxes included in the definition of the Marshall sales and use tax.

*Retailer* or any like term means any retailer having or maintaining within the city, directly or by a subsidiary or an affiliate, an office, place of distribution, sales or sample room or place, warehouse or other place of business, or having any representative, including an affiliate, agent, sales person, canvasser or solicitor operating in the city under the authority of the retailer or its subsidiary, for any purpose, including the repairing, selling delivering, installation, or soliciting of order of the retailer's goods or services, or the leasing of tangible personal property located in the city, whether the place of business or agent, representative, affiliate, sales person, canvasser, or solicitor, is located in the city permanently or temporarily, or whether or not the retailer or subsidiary is authorized to do business within the city.

(Ord. No. 667 2nd series, § 1, 12-18-2012)

**Cross reference(s)**—Definitions generally, § 1-2.

**SECTION 3:            AMENDMENT “Section 70-59 Collection And Enforcement”**  
of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 70-59 Collection And Enforcement

The sales and use tax imposed by the city pursuant to this article shall be subject to the same interests, penalties, and other rules as are applicable to the state general sales tax imposed by Minn. Stat. chs. 289A and 297A. The sales and use tax imposed by the city pursuant to this article may be collected by the state on behalf of the city as provided by an appropriate agreement with the state commissioner of revenue. The tax imposed under section 70-52 for the purpose of paying all or part of the costs of the Minnesota Emergency Response and Industry Training Center and the Southwest Minnesota Regional Amateur Sports Center as provided under subdivision 2 of the Act expires at the earlier of (1) 15 years after the tax is first imposed, or (2) when the city council determines that the amount of revenues received from the tax to pay for the capital and administrative costs of the ~~facilities listed in section 70-50~~ Minnesota Emergency Response and Industry Training Center and the Southwest Minnesota Regional Amateur Sports Center first equals or exceeds the amount authorized to be spent for the facilities plus the additional amount needed to pay the costs related to issuance of the bonds authorized under ~~Laws of Minnesota 2011, 1st Special Session, Chapter 7, Article 4, Section 14,~~ subdivision 4 of the Act, including interest on the bonds. Any funds remaining after payment of all such costs and retirement or redemption of the bonds shall be placed in the general fund of the city. The tax imposed under section 70-52 for the purpose of paying the costs of collecting and administering the tax and paying for \$18,370,000 plus associated bonding costs for the construction of a new municipal aquatic center in the city, including securing and paying debt service on bonds issued to finance such project expires at the earlier of (1) 35 years after the tax under subdivision 2 of the Act is first imposed, or (2) when the city council determines that the amount of revenues received from the tax is sufficient to pay for the project costs of the new municipal aquatic center authorized under subdivision 3a of the Act, plus an amount sufficient to pay the costs related to issuance of the bonds under subdivision 4a of the Act, including interest on the bonds. Except as otherwise provided in Minnesota Statutes, section 297A.99, subdivision 3, paragraph (f), any funds remaining after payment of the allowed costs due to the timing of the termination of the tax under Minnesota Statutes, section 297A.99, subdivision 12, shall be placed in the general fund of the city. The tax imposed under section 70-52 may expire at an earlier time if the city so determines by ordinance.

(Ord. No. 667 2nd series, § 1, 12-18-2012)

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**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement
<b>Background Information:</b>	<p>This project consists of: reconstruction of the sidewalk, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities will be replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work.</p> <p>This Feasibility Report as authorized by the City Council covers the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility and proposed project schedule.</p> <p>The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint.</p>
<b>Fiscal Impact:</b>	<p>The engineer’s estimate for the construction portion of the project is \$2,071,000.00. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$2,403,000.00.</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. Final approval of the project must include determination of funding sources.</p>
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER 23-___, which is the Resolution Receiving Feasibility Report and Calling Hearing on Improvement for the above-referenced project and setting the public hearing on improvement date for November 28, 2023.

**RESOLUTION NUMBER 23-069**

**RESOLUTION RECEIVING FEASIBILITY REPORT  
AND CALLING HEARING ON IMPROVEMENT**

WHEREAS, pursuant to resolution of the Council adopted October 24, 2023, a report has been prepared by Director of Public Works/City Engineer Jason R. Anderson with reference to:

**PROJECT ST-012-2024: SOUTH WHITNEY STREET RECONSTRUCTION PROJECT (E COLLEGE DR TO JEAN AVE)** -- This project consists of: reconstruction of the sidewalk, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities will be replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.

AND WHEREAS, this report was received by the Council on November 14, 2023.

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

1. The Council will consider the improvements in accordance with the report and the assessment of the properties for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvements of \$2,403,000.00.
2. A Public Hearing shall be held on such proposed improvements on the 28<sup>th</sup> day of November, 2023 at 5:30 p.m. in the Council Chambers of City Hall located at 344 West Main Street and the City Clerk shall give mailed and published notice of such hearing and improvements as required by the law.

Passed and adopted by the Council this 14<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

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



**MARSHALL**  
CULTIVATING THE BEST IN US

# FEASIBILITY REPORT

**PROJECT ST-012-2024**

**SOUTH WHITNEY STREET  
RECONSTRUCTION PROJECT  
FROM EAST COLLEGE DRIVE TO JEAN AVENUE**

**NOVEMBER 14, 2023**



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

By:   
Jason R. Anderson, P.E.  
Registration No. 53322

# FEASIBILITY REPORT

## SOUTH WHITNEY STREET RECONSTRUCTION PROJECT FROM EAST COLLEGE DRIVE TO JEAN AVENUE CITY OF MARSHALL, MINNESOTA

### 1.0 SCOPE

This Feasibility Report as authorized by the City Council, covers the following proposed improvements: Reconstruction of the sidewalk, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities will be replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work.

### 2.0 BACKGROUND / EXISTING CONDITIONS

#### Street

City records show this area was platted between 1938 and 1939 with 80-foot right-of-way. The earliest city records show the streets with 1.5 inch of paving in 1957. The original pavement section does not meet the City's current standards for thickness and load rating. The existing pavement surface is beginning to show its age with considerable cracking. There are numerous patches due to pavement degradation.

The existing street width in this project is 60-foot back of curb to back of curb. This area of Marshall has a unique layout for the streets that include a 20-foot (back of curb to back of curb) lane, a 20-foot grass median with trees and a 20-foot (back of curb to back of curb) lane. Currently the existing 20-foot surfaces include a 12-foot travel lane and an eight-foot parallel parking lane. The grass median does stop about 150-foot north of the northern curb line of Jean Avenue.

The sidewalk within the limits of the project is five feet wide and at the back of the curb. The sidewalk has exhibited signs of issues with cracking and buckling observed. This sidewalk does not meet the current requirements of ADA accessibility due to several areas of cracking and faulting. Several of the existing pedestrian ramps are not ADA compliant.

#### Utilities

The existing watermain in South Whitney Street is four-inch ductile iron pipe (DIP) between East College Drive and 150 feet north of the north curb line on Jean Avenue the final 150 feet is six-inch DIP. The homes on the east side of the street between E College Drive and Charles Avenue are served by a two-inch copper line in the alley. When the intersection of South Whitney Street and Marshall Street was reconstructed, a new six-inch PVC crossing was installed so we will be able to connect to each end with minimal interruption to service. All the DIP in this project area is in poor condition, undersized, and does not provide sufficient fire hydrant pressures for today's standards.

The existing sanitary sewer in South Whitney Street flows from south to north in an 18-inch vitrified clay pipe (VCP) between East College Drive and Marshall Street. When the intersection of South Whitney Street and Marshall Street was reconstructed, a new sanitary sewer was stubbed out in each direction so this project will be able to connect to the pipes. The existing sanitary sewer south of Marshall Street to Jean Avenue is a 12-inch VCP pipe. Our records show that the sewers were constructed in 1939 as a WPA project, this puts their age at approximately 84 years old. During review of the project the sewer system was televised and evaluated. The age and condition of the sewer within the limits of the project make the sewer a good candidate for replacement with this project.

There is a limited existing drainage system within the project area. At the intersection of South Whitney Street and Charles Avenue there is a single intake in the northeast quadrant that has a 12-inch Reinforced Concrete Pipe (RPC) system heading south. This pipe increases to a 24-inch RCP after it connects to the two intakes at the alley and then connects into Marshall Street. When the intersection of South Whitney Street and Marshall Street was reconstructed, new storm sewer pipes were installed both north and south of the intersection. Based on an analysis of the existing drainage area and the downstream storm sewer main, the storm sewer system is undersized under current standards. There are insufficient catch basins to provide adequate surface drainage and downstream storm sewer main within the project area and further are not large enough to provide sufficient capacity for the drainage areas. This insufficiency in the existing system leaves the risk of street flooding during heavy rain events.

### 3.0 PROPOSED IMPROVEMENTS

#### Street

A bituminous pavement section will be proposed and discussed in this feasibility report. Staff is proposing a street section comprised of four-inch of bituminous surfacing and 12-inch of Class 5 aggregate base. A geotextile fabric will be placed on the subgrade prior to the placement of the aggregate base. A four-inch perforated drain tile shall be installed at the back of the curb below the aggregate base to provide subsurface drainage for the street section.

The proposed roadway starting 70 feet south of College Drive down to 150 feet north of Jean Avenue will be two 20-foot (as measured back of curb to back of curb) lanes separated with an 18-foot island. Each of the proposed lanes has a 12-foot travel lane and an 8-foot parking lane. The 18-foot island will continue to have trees in it. The southern 150 feet of the project will generally maintain the curb lines, and this roadway sections will be 58 feet back of curb to back of curb. The City may consider adjusting the east curb line to make room for a widened sidewalk that leads from the bike trail north of Holy Redeemer school down to the bus drop area for Holy Redeemer school. Further, the City may consider adjusting the west curb line near the Jean Avenue intersection to reduce the width of the sidewalk crossing of South Whitney Street in this location. The project layout that is included with this report reflects these possible changes.

The project is proposing to install a 6-foot sidewalk adjacent to the back of curb on the outside of each 20' lanes. The median will not have any parallel sidewalk installed. The pedestrian ramps will be reconstructed to bring them into compliance with ADA standards.

#### Utilities

The proposed utility improvements include replacing the existing VCP sanitary sewer, existing DIP watermain, and existing storm sewer.

The proposed watermain improvements will consist of replacing all DIP watermain with Polyvinyl Chloride (PVC) watermain pipe. Watermain improvements are planned in close coordination with MMU staff input. The existing 4" and 6" DIP in the project will be replaced with 6" PVC pipe. All water services will be replaced with new PVC and curb stops at the right-of-way.

The sanitary sewer system improvements will include replacing all manholes, sewer main, and sewer services along South Whitney Street. Generally, the VCP main will be replaced with an 18-inch PVC main between East College Drive and Marshall Avenue and a 12-inch main between Marshall Street and Jean Avenue. All sewer services will be replaced to the right-of-way (ROW) with a minimum 4" pipe size.

The storm sewer system improvements will include replacing all manholes, intakes, and piping along the limits of the project. The existing storm sewer pipe along South Whitney Street will be replaced with new reinforced concrete pipes. Additional catch basins would be installed on South Whitney Street at the intersection of Charles Avenue and the next alley south. The work in this area will also include replacing all catch basin leads and existing manholes.

#### 4.0 STATEMENT OF PROBABLE COST

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

<i>Street and Curb and Gutter</i>	<i>\$941,000.00</i>
<i>Watermain Replacement</i>	<i>\$286,000.00</i>
<i>Sanitary Sewer Replacement</i>	<i>\$392,000.00</i>
<i>Storm Sewer Replacement</i>	<u><i>\$263,000.00</i></u>
<i>Subtotal Estimated Construction Cost</i>	<i>\$1,882,000.00</i>
<i>Contingencies (10%)</i>	<u><i>\$189,000.00</i></u>
<i>Total Estimated Construction Cost</i>	<i>\$2,071,000.00</i>
<i>Estimated Engineering, &amp; Administration (16%)</i>	<u><i>\$332,000.00</i></u>
<i>Total Estimated Project Cost</i>	<u><i>\$2,403,000.00</i></u>

#### 5.0 PROPOSED ASSESSMENTS

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

The adjacent properties will not be assessed for sanitary sewer main improvements. All costs for sanitary sewer main will be paid by the City of Marshall Wastewater Department. Sanitary sewer

service lines and connection points to the main will be assessed to the adjacent property owners according to current sanitary sewer assessment procedures.

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

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

## 6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

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

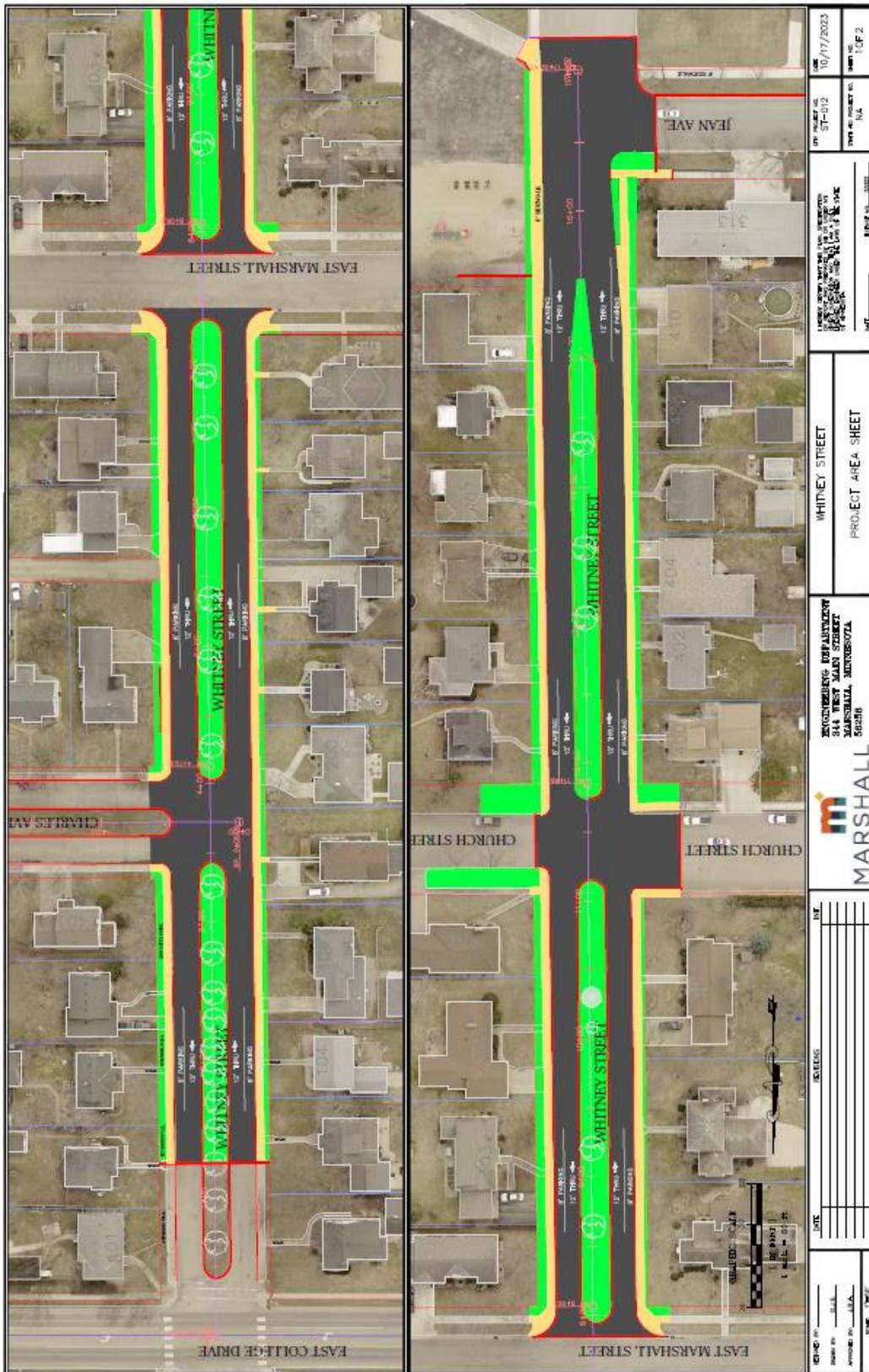
## 7.0 PROPOSED PROJECT SCHEDULE

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

October 24, 2023 .....	Ordering Preparation of Report on Improvements
November 14, 2023 .....	Receiving Report & Calling Hearing on Improvements
November 28, 2023 .....	Public Hearing on Improvement/Order Plans & Specs
January 23, 2024.....	Approve Plans & Specs/Authorize Call for Bids
January 26-February 20, 2024.....	Advertise for Bids
February 20, 2024.....	Bid Opening Date
February 27, 2024.....	Award Contract
March 2024.....	Notice to Proceed
April 2024 .....	Begin Construction
October 2024.....	End Construction
November 2024 .....	Public Hearing on Assessment/Adopt Assessment

# APPENDIX

# PROJECT LAYOUT



DRAWN BY: _____ CHECKED BY: _____ DATE: _____	SYSTEMS DATE: _____ SCALE: _____	 <b>MARSHALL</b>	ENGINEERING DEPARTMENT 344 WEST MAIN STREET MARSHALL, MISSISSIPPI 39068	PROJECT AREA SHEET SHEET NO. _____	DATE: 10/17/2023 DRAWING NO. ST-012 SHEET NO. 1 OF 2
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**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Sheila Dubs
<b>Meeting Date:</b>	Tuesday, November 14, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Statement of Annual Performance Evaluation for Sharon Hanson, City Administrator, and consider approval of a step increase
<b>Background Information:</b>	<p>In accordance with the personnel policy on Employee performance reviews (Policy 4.6) and the employment agreement between the City and Administrator Sharon Hanson, Hanson should receive an annual performance evaluation based upon the anniversary date of her hire date, which was November 16, 2017.</p> <p>On November 14, 2023, the City Council held a Special Meeting with a closed session in accordance with Minnesota Statute 13D.05, subd.3(a) to evaluate the performance of Administrator Hanson. In accordance with Minnesota law, the Council is required to summarize the conclusions of the evaluation and present a summary at the next open meeting. A summary of the performance evaluation will be presented by Mayor Byrnes.</p>
<b>Fiscal Impact:</b>	Sharon is compensated at Step I on the wage schedule, at \$167,648 annually. In accordance with the employment agreement, future compensation increases are determined by the Council, in its sole discretion, after each performance evaluation. Council approval of a step increase to Step J would reflect an annual salary of \$173,014.40, which would be effective November 16, 2023.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	<ol style="list-style-type: none"> <li>1) That the Council accept the performance evaluation of Administrator Hanson.</li> <li>2) That the Council approve a salary increase for Administrator Hanson to Step J at \$173,014.40 annually.</li> </ol>

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

**MEMORANDUM**

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

FROM: Sharon Hanson, City Administrator

DATE: November 14, 2023

SUBJECT: Administrative Brief

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**CITY ATTORNEY**

Some highlights from the office of City Attorney for the month of October:

- Attended meetings.
- Reviewed contracts for Staff.
  - Lyon County Landfill Agreement
  - Parking Lot Agreement
  - Professional Service Agreement re ICE Susan Drive
- Drafted documents
  - Started working on Template for renting facilities/Red Baron Center
  - Insurance renewal and nonwaiver of statutory limits
- Attended charter commission meeting.
  - Drafted Bylaws for consideration
  - Drafted proposed Charter amendments for Commission's consideration.
  - Elected officers.
- Participated in final Rental Ordinance Review Committee and prepared final revision for L&O and Weighs & Means, based on Committee feedback.
- Worked collaboratively with staff on Planning Commission items.
- Engaged in PFAS discussions with City staff and with MMU.
- Worked with staff on responding to questions from residents regarding Alley improvements.
- Continued discussions about Cannabis Use in Public. Met with Parks Advisory Board. Met with L&O. Finalized revisions to existing ordinances for consideration.
- Looked into best practices for youth advisory committee and sent to staff.

Work of other K&G Attorneys:

- Attorney Gilchrist reviewed contract documents, including Snow Removal, Airport Agreement and Gravel Storage at Airport
- Attorney Gilchrist provided insight on city hall project and question that arose regarding same.
- Attorney Lykke drafted documents in anticipation of sales tax.

**CITY PROSECUTOR:**

- Criminal prosecution numbers for October are as follows:

**October:**

	<b>ASSAULT</b>	<b>OFF VIOL.</b>	<b>DWI</b>	<b>OTHER ALCOHOL</b>	<b>TRAFFIC</b>	<b>THEFT</b>	<b>OTHER</b>	<b>TOTAL 2023</b>	<b>2022 Comparison</b>
Prosecution	2	1	3		5	7	5	23	12
Dismissed									
Non-Prosecution	6				1		3	10	3
Refer to County	1							1	

**ADMINISTRATION**

- This past month there was enhanced focus on the aquatic center-messaging, responding, newspaper article preparation and just general conversations with many staff and individuals. Everyone from staff leadership and Council made an impact. Following the election results, we have immediately been in contact with our engineers-Stockwell on next steps, discussing next steps with fundraising and connecting with our staff on key project work.
- The Charter Commission met this past month and reviewed language revisions as recommended by the City Attorney. The Commission will meet again following review and once they approve, their recommendations will come forward to Council.
- Met with staff and Convention Visitors Bureau (CVB) to discuss Sports Commission membership and organization. Anticipate recommended changes to make it more effective. Staff also discussed the renewal of the annual CVB/Red Baron contract which will be coming forward to Council for renewal.
- Met with Adult Community Center (ACC) Director and Community Ed Director to discuss the ACC Commission membership, by-laws, and ways to make it effective with the Marshall Area Senior Board. Will attend their January meeting to discuss the importance of the city and its facilities/programs along with Commission.
- Been working on DEI potential for strategic planning. We currently have 4 vacancies on the Commission. So, we have some work to do to keep momentum and hopefully accomplish some valuable community goals. It remains important work for the city.
- Other meetings included: meeting with staff on budget items—there will be little to no room to lower the preliminary levy due to more firm numbers in revenue in expenditures.
- EDA Director and I met with new Ralco CEO Glenn Bader, attended L&O Committee, attended YMCA 20<sup>th</sup> Anniversary event, met with Councilmember Shroeder and staff regarding EDA cooperative group to connect us with possible developers, attended EDA Bus tour, Coalition of Greater MN Cities Board meeting via Zoom and League of MN Cities November Board meeting.

**Economic Development Authority**

- EDA Bus Tour was held on Friday, November 3<sup>rd</sup>. Four total tours were held with approximately 160 total participants.
- The Marshall Leadership Academy hosted EDA Day on November 2<sup>nd</sup>. Presentations included a workforce panel with representation from DEED, SWIF, and MN Extension and City of Marshall EDA, Assessing, and Pool Referendum.
- Staff continues to work with Woodcrest Capital to complete leases for remaining tenants in former Shopko.
- Solugen has announced their strategic partnership with ADM and upcoming development in Marshall. Solugen along with the Department of Energy were onsite November 7<sup>th</sup> to meet with staff and key stakeholders.
- Staff has submitted a proposal for MNDEED’s Project Green Wave RFI.

## Human Resources

- Annual open enrollment for employee benefits is Nov 1-13<sup>th</sup>.
- Staffing:
  - Police Officer: 2 full-time conditional offers and 1 part-time conditional offer have been accepted by candidates. All candidates are currently in the pre-employment screening process.
  - Mechanic: our current mechanic will be retiring effective 12/29/2023. Interviews to fill this position are being held on Nov 8.
  - Temporary/seasonal: a variety of temporary and seasonal positions are being recruited and filled by the Community Services department.
- Staff will be convening the Personnel Committee to review two items: the 2024 temporary and seasonal employee wage schedule and a draft policy on sick leave to comply with a new MN law—Earned Sick and Safe Time leave. This new law becomes effective 01/01/2024.
- Staff are also preparing to complete the City’s Pay Equity report, which is due by January 31, 2024. Per the Local Government Pay Equity Act, M.S. 471.991-471.999 and Minnesota Rules Chapter 3920, local government jurisdictions are required to submit a Pay Equity Report to the State of Minnesota every three years.
- Safety: employees were trained on the following topics in November: slips, trips, and falls; back and lifting safety; and drug and alcohol Awareness with cannabis law changes.

## Clerk

- Attended the Rental Ordinance Committee meeting on October 10<sup>th</sup> and October 31<sup>st</sup>. Recommendations were made that will be reviewed at a later date with the Legislative & Ordinance Committee.
- Attended the annual Charter Commission meeting, and recommendations were made by City Attorney Whitmore. The commission members will be meeting once more before a recommendation will be made to city council for revisions to the City Charter.
- 86 voters voted absentee in the month of October with a total of 186 voting absentee from September 22 – November 6.

## Finance

- 2024 budget: staff continues to update the 2024 proposed budget. A Council work session has been scheduled for after the 11/28 regular council meeting. The truth-in-taxation meeting is set for 6:00 PM on 12/05. Final adoption of the 2024 budget will be recommended at the 12/12 Council meeting.
- 2024 proposed bonding: staff have been working to firm up estimated project costs and bonding needs as we work to ensure funding can be secured for 2024 projects.

## Assessing

- No Report

## Liquor Store

- No Report.

## COMMUNITY SERVICES

### Adult Community Center

- 35-year anniversary celebration- over 100 people participated in the day’s events.
- Volunteers have helped refinish benches, backyard feeders, and various other projects.
- Currently updating annual rental contracts with Senior Dining and MASC, Inc
- In October we logged 241 unique attendees to programs at the ACC (this does NOT include Senior Dining) including people from Lyon, Redwood, and Yellow Medicine Counties.

- Year to date we have offered 1718 events for guests to participate in, with a total year to date attendance of over 11,500.
- We received a \$2500 grant from Marshall Community Foundation to contribute towards facility updates in 2024.

### **Parks & Recreation**

- Youth gymnastics, learn to skate, mini junior volleyball, intro to wrestling camp and tiger basketball camp are the current youth program offerings you can choose from as we get through the late Fall season.
- Adult curling leagues, men’s basketball and co-rec, women’s and men’s volleyball leagues will all start their respective season in mid-November and run through March.

### **Community Education**

- We had good attendance in Fall Community Education classes including two quilting classes, youth theatre, robotics, archery, pioneer camp and woodcarving. There is a Robot Adventures 2 class taking place in late November/December.
- Driver’s Education is full for October and mid-session.
- Jasmine attended two Finance classes put on by Minnesota Community Education Association as well as the Fall Conference. Over 500 CE Directors attended this conference.
- The Adult Community Center celebrated its 35<sup>th</sup> year with a celebration that was extremely well attended.
- Details for Winter/Spring class offerings are coming together with a few new opportunities that will be in the brochure.

### **Studio 1**

- In the month of October, we wrapped up installation of four additional security cameras located at the police department vehicle impound lot.
- Alex attended a public safety drone training event in Granite Falls on October 4<sup>th</sup>.
- We have been preparing for the upcoming hockey broadcast season by repairing inoperable equipment and updating sponsorship media on the video board system.
- The full winter sports live broadcast schedule has been finalized and is posted to the calendar on the Studio 1 website.
- Alex attended the National Weather Service Integrated Warning Team meeting in Sioux Falls on October 26th to learn about the latest changes and updates from the NWS Sioux Falls office.
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

## **COMMUNITY PLANNING**

### **Building Services / Planning & Zoning**

- About 200 open permits.
- Family Dollar, a dental clinic, and Kwik Trip (E College Dr) are the largest projects under construction.
- Sign ordinance is being reviewed.

## **PUBLIC WORKS DIVISION**

### **Engineering**

- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-008: Channel Parkway Resurfacing (Duininck, Inc.) – Staff is currently working on the Final Change Order and Payment on the project.
- Project ST-009: N. 3<sup>rd</sup> St./W. Lyon St. Reconstruction (R&G Construction Co.) –The project is substantially complete, Staff is working on the final quantities for the roadway portion of the project. The Addison Parking lot will be reconstructed in the spring.
- Project SWM-002: Legion Field Stormwater Project –Staff is currently working on the Final Change Order and Payment on the project.
- Project ST-012-2024: South Whitney Street Reconstruction Project (East College Drive to Jean Avenue) -Public Informational meeting November 9<sup>th</sup>, Public Hearing on Improvement/Resolution Ordering Improvement and Preparation of Plans & Specifications November 28<sup>th</sup>.
- Project MMU-001: TH 23 Watermain Crossing Project (TE Underground LLC) – Anticipated final change order and payment by MMU to TE this month.

### **Building Maintenance**

- No report

### **Street Department**

- No report

### **Airport/Public Ways Maintenance**

- No report

### **Wastewater**

- Staff have completed 267 preventative maintenance work orders in the last 30 days.
- Running a trial with using both sodium aluminate instead of and ferric chloride for phosphorus removal.
- Completing various maintenance work ahead of the winter season in the facility and at the lift stations.
- Fall sump pump program work is 90% completed.
- 2.8 million gallons of Biosolids have been applied so far. Waiting for the second sample to complete this year's application.
- Fall cleaning of the sanitary lift stations is 80% completed.
- All three ATAD reactors have been cleaned and inspected.
- Interest in the water softening rebate program has been slow but steady. Around \$45,000 of funding is still available.

## **PUBLIC SAFETY DIVISION**

### **FIRE DEPARTMENT**

- The Fire Department responded to twenty-seven (27) calls for service. Total calls for service included:
  - Fire/CO2 Alarm (11)
  - Fire; Structure (12)
  - Medical Assist (0)
  - Vehicle Accident (4)
  - Other – Assist (0)
- The Southwest Chemical Assessment Team responded to a semi-tanker roll-over in Lyon County. The tanker was filled with diesel fuel.

## **POLICE DEPARTMENT**

- The Marshall Police Department responded to a total of 959 calls for the month of October. 96 criminal offenses were reported with a total number of 45 adults arrested.

## **OFFICER'S REPORT**

- Alarms (13)
  - Accidents (33)
  - Alcohol involved incidents (0)
  - Assaults (5)
  - Domestic Assaults (18)
  - Burglaries (1)
  - Criminal Sexual Conduct (1)
  - Damage to Property (4)
  - Keys Locked in Vehicles (26)
  - Loud Party (16)/ Public Disturbances (8)
  - Thefts (39)
  - Traffic Related Complaints (138)
  - Vandalism (4)
  - Warrant Pickups (14)
  - Welfare Checks/Mental Health (44)
- The police department made two conditional job offers to police officer students in school. Both conditional offers were accepted and the new hires are anticipated to begin in May 2024.

## **DETECTIVE REPORT**

- A 44-year-old Marshall man was arrested from Criminal Sexual Conduct after the completion of an investigation of a sexual assault on a child.
- Four additional cases of criminal sexual conduct were investigated in October.
- Detectives assisted with the arrest of a 40-year-old Marshall man after a report that the male had assaulted multiple people. The man was charged with multiple counts of assault, terroristic threats, and obstructing legal process.
- Three death investigations were conducted during the month.
- An auto theft is under investigation. The stolen vehicle was recovered in Minneapolis.
- Twenty-five theft cases were investigated in October.
- Separate check forgery and issuance of dishonored check cases are under investigation.
- A pre-employment background investigation for a part-time Police Officer position is being completed.
- Thirty-one child protection reports and seven reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.
- Sgt. Buysse attended a financial exploitation of vulnerable adult investigation training in Willmar on October 4<sup>th</sup>.
- Det. Kopitski did a presentation on financial scams for a community group at the Law Enforcement Center on October 9<sup>th</sup>.
- Det. Kopitski presented on business safety and security at the Marshall Area Chamber's Lunch & Learn event on October 25<sup>th</sup> at the MERIT Center.

## **MERIT CENTER**

- In October, MN West conducted an EVOC course, SPLT team meeting, First Aid/CPR/AED, and CDL training utilizing the driving track at the MERIT Center.

- Comprehensive Advance Life Support – CALS training was held September 3<sup>rd</sup> to September 5<sup>th</sup> for 42 people.
- Ralco held Leadercast from October 10<sup>th</sup> to October 12<sup>th</sup> with 60 employees attending each day.
- The Marshall Police Department conducted interviews on October 13<sup>th</sup> for a police officer position.
- On October 18<sup>th</sup> Southwest Healthcare Preparedness Coalition Coalition/SWRTAC held their meeting with 9 attendees.
- SW Emergency Communication Board held NG 9-1-1 Committee meeting 2023 on October 18<sup>th</sup>.
- On October 19<sup>th</sup> ADM held Contractor Safety Training for 40 employees.
- Marshall Area Chamber of Commerce held their lunch and learn on October 25<sup>th</sup> with 20 people attending.
- Southwest Human Resources Association held Interviewing and Unconscious Bias training on October 26<sup>th</sup> for 36 people.
- On October 28<sup>th</sup>, Chaplain's International held Fire Chaplain Training with 6 people attending.
- The MERIT Center was utilized 15 out of 31 days in October with 381 people attending these training/events.

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

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	57	0	57	33	0
February	89	0	89	37	0
March	99	0	99	28	1
April	97	0	97	41	1
May	125	0	125	40	0
June	98	0	98	37	0
July	109	0	109	35	2
August	111	0	111	39	2
September	79	0	79	35	1
October	96	0	96	45	0
November					
December					

<b>YTD 2023</b>	<b>960</b>	<b>0</b>	<b>960</b>	<b>370</b>	<b>7</b>
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**Averages for all Activities (Calls for Service)**

	#Calls	Time in Hrs
	Total	Spent
January	743	316
February	757	319
March	750	318
April	728	363
May	920	434
June	846	416
July	878	430
August	938	421
September	901	415
October	959	435
November		
December		
<b>YTD 2023</b>	<b>8420</b>	<b>3867</b>

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6	7	10	14	5	4	9	5	6			75
Property Damage	15	25	15	18	19	21	19	17	32	21			202
Personal Injury	1	3	5	1	2	3	5	2	3	6			31
Fatalities	0	0	0	0	0	0	0	0	0	0			0
<b>TOTAL 2023</b>	<b>25</b>	<b>34</b>	<b>27</b>	<b>29</b>	<b>35</b>	<b>29</b>	<b>28</b>	<b>28</b>	<b>40</b>	<b>33</b>	<b>0</b>	<b>0</b>	<b>308</b>

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61	49	44	47	39	42	33	44	50			454
Parking Tickets	91	75	23	5	0	1	0	0	0	0			195

Activities (Calls For Service)	*High Hours Expended												
	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	11	11	20	14	18	5	20	22	27	13			161

Alcohol	0	3	2	2	0	2	1	1	4	0			15
Animal Bite	2	3	1	2	4	1	4	1	6	4			28
Animal Complaint	10	13	11	20	14	26	16	13	28	15			166
Assault	6	4	7	8	11	5	7	8	9	5			70
Assists	50	45	48	53	51	54	60	62	53	52			528
Auto Theft	3	1	0	1	1	0	2	5	1	1			15
Bike Found	0	4	1	2	9	7	15	9	10	10			67
Bike Theft	0	0	0	1	5	6	9	5	5	3			34
Burglary	0	3	0	1	7	4	9	10	3	1			38
Bus Violation	3	5	5	4	5	3	4	0	3	7			39
Check Forgery	0	1	0	0	0	0	0	0	0	0			1
Check Fraud	1	1	0	0	0	1	0	0	0	1			4
Civil Matters	12	10	8	7	17	19	15	20	13	17			138
Criminal Sex	2	3	2	3	6	1	3	2	0	4			26
Damage to Prp	2	2	4	1	4	2	5	4	1	4			29
Death Investigation	0	2	0	1	2	4	5	4	3	3			24
Domestics	10	15	12	10	19	12	17	11	15	18			139
Drugs/Narcotics	2	3	4	3	2	4	2	3	3	3			29
Family Matters	4	9	9	9	12	6	12	11	11	12			95
Fire Alarm	0	2	0	0	0	0	0	1	1	0			4
Gas Meal Assist	3	1	2	4	4	2	8	5	3	1			33
Gun Permits	4	10	15	8	10	5	8	4	4	17			85
Harassment	8	5	6	5	11	18	6	10	16	11			96
Intoxicated/Detox	2	2	3	1	3	1	4	4	2	1			23
Keys Locked In vehicles	27	21	26	24	26	21	35	24	28	26			258
Mental Health	8	9	6	14	8	9	12	6	7	13			92
Fraud	2	6	6	5	2	7	1	0	0	1			30
Parking Complaints	76	69	38	17	18	14	11	22	9	17			291
Party Loud Party	1	3	3	2	5	10	6	6	4	16			56
Pred - Sex Offender	2	2	1	1	0	2	2	0	1	0			11
Property Found	1	3	10	12	13	8	16	13	6	2			84
Public Disturbance	5	7	9	11	14	14	17	9	7	8			101
Pursuit	0	0	0	1	0	0	0	0	0	0			1
Runaway	2	3	7	3	9	2	8	4	12	15			65
Escort Funeral,other	13	13	8	7	9	13	12	13	13	11			112
Search Warrant	1	0	0	1	0	0	1	0	0	0			3
Suspicious Anything	38	34	42	50	97	110	43	51	38	47			550
Suspicious Vehicle	3	4	3	5	6	7	12	13	8	15			76
Tobacco Violation	1	1	2	2	0	1	0	0	7	3			17
Theft	17	18	14	14	28	28	40	37	33	39			268
Trains	1	0	0	1	0	0	0	0	1	0			3
Transport (Marshall PD etc)	1	2	2	2	3	2	2	0	0	1			15
Trespassing	10	6	6	9	10	13	7	8	3	8			80
Traffic Related Complaints	190	224	200	142	199	145	149	123	150	138			1660
Unsecured Building	0	1	2	2	0	2	4	3	2	0			16
Vandalism	0	6	4	11	9	17	8	22	3	4			84
Violation of OFP	6	3	5	1	4	8	2	6	1	2			38
Warrant Pickups	11	5	7	11	12	7	10	18	12	14			107
Welfare Checks	21	27	25	26	27	19	15	32	18	31			241
Welfare Fraud	0	0	0	0	0	0	0	0	0	0			0
ERU Activated	0	0	0	1	0	0	0	0	0	0			1
Weapons Involved	1	1	0	5	1	1	0	3	2	3			17
<b>YTD 2023</b>	<b>573</b>	<b>626</b>	<b>586</b>	<b>540</b>	<b>715</b>	<b>648</b>	<b>645</b>	<b>628</b>	<b>586</b>	<b>617</b>	<b>0</b>	<b>0</b>	<b>6164</b>

**OFFENSE ACTIVITY BY DAY OF WEEK**

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	5	9	5	12	3	8	15
February	13	16	16	6	17	14	7
March	4	23	25	15	13	12	7
April	16	8	9	19	12	17	16
May	8	18	19	15	16	29	20
June	3	17	12	17	11	30	9
July	11	15	27	12	13	17	14
August	8	17	15	27	15	7	22
September	21	5	13	6	11	7	16
October	12	11	14	13	10	14	22
November							
December							

<b>YTD 2023</b>	101	139	155	142	121	155	148
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**DETECTIVE / INVESTIGATIONS ACTIVITIES**

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	23	25	28	28	34	29	42	31	15	25			280
Gross Misdemeanors	21	17	22	20	26	16	25	25	23	31			226
Misdemeanors	14	19	24	27	34	30	31	45	35	39			298



# MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
ADELMANN CONSTRUCTION LLC	208 WHITNEY ST N, 208 WHITNEY ST N	Doors, Re-Roofing	14000.00	10/27/2023
ALFORD/ADAM/& KIRSTEN BRICHLER	220 LONDON RD	Re-Siding	16575.00	11/06/2023
BABCOCK CONSTRUCTION	100 FREMONT ST	Windows	2100.00	11/01/2023
BABCOCK CONSTRUCTION	900 SILVERVINE DR	Windows	6700.00	11/06/2023
BROWN/JAY H & JUDITH H/JT	806 WOODFERN DR	Deck	7000.00	11/08/2023
Chad Anhalt	1615 DIAMOND DR	Both - New building AND Air Conditioning, Furnace	0.00	10/27/2023
Dustin Westover	601 ONTARIO RD	Plumbing - Water heater	750.00	10/31/2023
GESKE HOME IMPROVEMENT CO	601 WINIFRED DR	Windows	700.00	10/24/2023
GESKE HOME IMPROVEMENT CO	408 LYON ST E	Windows	1400.00	10/24/2023
GESKE HOME IMPROVEMENT CO	607 PLEASANT ST	Windows	2100.00	10/24/2023
GESKE HOME IMPROVEMENT CO	604 LAWERENCE ST, 604 LAWERENCE ST	Doors, Windows	2800.00	10/24/2023
GESKE HOME IMPROVEMENT CO	1001 CHERYL AVE	Re-Siding	6610.00	10/24/2023
GESKE HOME IMPROVEMENT CO	1007 SILVERVINE DR	Re-Siding	12100.00	10/24/2023
GREVE/CAROLINE & TAYLOR	901 COLUMBINE DR	Windows	3000.00	11/01/2023
HEYN BROTHERS CONSTRUCTION CORP	102 HILL ST S	Re-Roofing	4360.00	11/09/2023
Kevin V Goslar	601 BRUCE ST N	HVAC - Furnace	5500.00	10/25/2023
LAYLE FRENCH CONSTRUCTION INC	702 KENNEDY ST	Deck	4500.00	10/25/2023
MIKE BUYSSE CONSTRUCTION INC	407 3RD ST N, 407 3RD ST N	Interior Remodeling - ANY Work Inside, Except Fireplace, Windows	30000.00	10/30/2023
MORIAH PROPERTIES LLC	227 MAIN ST W	Interior Remodeling - ANY Work Inside, Except Fireplace	3000.00	10/31/2023
Rachel Sanow	620 THOMAS AV W	Plumbing - New bathroom	2000.00	10/30/2023
ROHLIK/RYAN J	419 COLLEGE DR W	Re-Roofing	22000.00	10/24/2023
Strand home services	1611 HALBUR RD	Windows	700.00	11/06/2023
STRAND HOME SERVICES LLC	504 VIKING DR, 504 VIKING DR	Doors, Windows	5600.00	11/06/2023
Sussner Construction	1111 COLLEGE DR E	Interior Remodeling - ANY Work Inside, Except Fireplace	261168.00	10/24/2023
TAYLOR/J F/& SONS	105 1ST ST S, 105 1ST ST S	Interior Remodeling - ANY Work Inside, Except Fireplace, Re-Roofing	120000.00	10/31/2023
TUTT/STEVEN R & JOAN M/JT	102 CIRCLE DR	Re-Roofing	32000.00	11/01/2023
VANLEEUEWE CONSTRUCTION LLC	1615 DIAMOND DR	New Building/House	558000.00	10/27/2023

# 2023 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

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## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

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## 2023 Uniform Election Dates

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

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

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



## Upcoming Meetings

### November

- 11/14 Special Meeting Canvass Election Results, 4:30 PM, City Hall
  - 11/14 Special Meeting, 4:45 PM, City Hall
  - 11/14 Regular Meeting, 5:30 PM, City Hall
  - 11/28 Regular Meeting, 5:30 PM, City Hall
  - 11/28 Work Session, 7:30 PM, City Hall
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### December

- 12/05 Truth in Taxation Meeting, 6:00 PM, City Hall
- 12/12 Regular Meeting, 5:30 PM, City Hall
- 12/19 Special Meeting, 5:30 PM, City Hall
- 12/26 Regular Meeting, 5:30 PM, City Hall