



CITY OF MARSHALL
City Council Meeting
Agenda

Tuesday, February 08, 2022 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider approval of the minutes from the regular meeting held on January 25, 2022.

PUBLIC HEARING

2. Project Z82: North 1st Street / West Redwood Street / West Marshall Street Reconstruction Project - 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment.

AWARD OF BIDS

3. Project ST-002-2022: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract).
4. Project ST-003: South 1st Street/Greeley Street/Williams Street Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of TaxExempt Bonds; 2) Resolution Accepting Bid (Awarding Contract).

CONSENT AGENDA

5. Consider approval of the 2022-2023 Township Fire Contract Rates.
6. Consider Resolution Calling Public Hearings on Street Reconstruction Plan, Tax Abatements and Issuance of GO Bonds.
7. Consider a LG220 Application for Exempt Permit for United Way of Southwest Minnesota.
8. Consider approval of a Tobacco License for Family Grocery Store.
9. Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0283353 to Bolton & Menk, Inc.
10. Consider Lease Agreement between Vishay Hirel Systems LLC and the City of Marshall.
11. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

12. Project ST-006: RRFB School Pedestrian Crossing Improvements Project - Consider Authorization to Advertise for Bids.
13. Project ST-009: W. Lyon Street/N. 3rd Street Reconstruction Project - Consider authorization to request for proposals for Intersection Control Evaluation (ICE) and Project ST-009 consultant services.
14. Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - Consider Resolution Ordering Preparation of Report on Improvement.
15. Consider Proposal from SRF Consulting Group, Inc. for Design of City Utilities in MnDOT's 2025 College Drive Reconstruction Project.
16. Authorization to Advance Rental Ordinance by Obtaining Landlord Input.
17. Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

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

COUNCIL REPORTS

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

STAFF REPORTS

- 20. City Administrator
- 21. Director of Public Works
- 22. City Attorney

ADMINISTRATIVE REPORTS

- [23.](#) Administrative Report

INFORMATION ONLY

- [24.](#) Information Only

MEETINGS

- [25.](#) Upcoming Meetings

ADJOURN



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, February 8, 2022
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from the regular meeting held on January 25, 2022.
Background Information:	Enclosed are the minutes from the regular meeting held on January 25, 2022.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	That the minutes from the regular meeting held on January 25, 2022 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, January 25, 2022**

The regular meeting of the Common Council of the City of Marshall was held January 25, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Don Edblom, John DeCramer, and Russ Labat. Absent: James Lozinski. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Jim Marshall, Director of Public Safety ;Lauren Deutz, Economic Development Director; Karla Drown, Finance Director; Sheila Dubs, Human Resource Manager; Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator, and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

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

Consider approval of the minutes from the work session and regular meeting held on January 11, 2022.

That the minutes from the work session and regular meeting held on January 11, 2022 be approved as filed with each member and that the reading of the same be waived. Motion made by Councilmember Meister, Seconded by Councilmember DeCramer. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

311 Brussels Ct. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.

On January 11, 2022 a public hearing was called for and to be held on January 25, 2022 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The property is located at 311 Brussels Ct. with an estimated market value of \$257,200 with the difference of improvement being \$243,200.

The approximate amount of assistance is \$1,352 a year or \$2,704 over a maximum period of 2 years as a Homestead.

Motion made by Councilmember Meister, Seconded by Councilmember Labat to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Motion made by Councilmember Edblom, Seconded by Councilmember DeCramer to approve Resolution No. 22-015, a resolution approving a home property tax abatement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

1204 Stockholm Ave. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.

On January 11, 2022 a public hearing was called for and to be held on January 25, 2022 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may
ve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the

abatement. The property is located at 1204 Stockholm Ave. with an estimated market value of \$235,300 with the difference of improvement being \$224,700.

The approximate amount of assistance is \$1,231 a year or \$2,462 over a maximum period of 2 years as a Homestead.

Councilmember Labat asked a clarifying question from the developer as to when the project will be completed. The developer commented that property will be complete within the next couple of months.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to approve Resolution No. 22-016 a resolution approving home property tax abatement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

1304 Stockholm Ave. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.

On January 11, 2022 a public hearing was called for and to be held on January 25, 2022 regarding a home property tax abatement request. Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. The property is located at 1304 Stockholm Ave. with an estimated market value of \$268,900 with the difference of improvement being \$257,500.

The approximate amount of assistance is \$1,443 a year or \$2,886 over a maximum period of 2 years as a Homestead.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve Resolution No. 22-017 a resolution approving home property tax abatement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Public Hearing Regarding Proposed Commercial Property Tax Abatement at 1604 E. College Dr.

Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement.

The amount of assistance is \$7,262.00 over a maximum period of 4 years.

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom,

Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve Resolution No. 22-018 a resolution approving commercial property tax abatement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Awards of Bids for Ash Tree Removals in Various Parks

As Emerald Ash Borer continues to get closer to Marshall and it's potentially devastating change to the landscape of Marshall, the city needs to be prepared for the potential costs associated with removing Ash Trees as well as continue to plant new trees to allow them time to grow before EAB get to Marshall, helping us diversify our trees species and populations.

This fall a grant was received thru the MN DNR to provide \$93,390 in funding to be used for removing Ash trees in our parks and replacing each Ash tree with 2 new trees. The first step of this grant is to mark ash trees and bid for removal within the parks of Independence, Legion Field, Victory, Freedom and Channel Parkway Softball Complex.

On January 20, 2022, quotes were received for this work – 5 contractors submitted proposals for the work at each park. Staff is recommending the approval to the respective low bidder for each park.

This grant requires a 25% match via cash match (\$15,090) and/or in-kind match (\$8,960) bringing the total project to \$117,440.00 and the City's contribution to \$24,050. The project deadline for completion is June 30, 2023.

All expenses for the project will need to be paid by the city and then reimbursed by the MN DNR. Total costs for removals if awarded to each respective bidder is \$55,226.00 with a deadline of April 1, 2023, to complete the removals. \$72,000 was budgeted in the grant for tree removals. Parks Superintendent, Preston Stensrud, would like to utilize the remaining funds for additional removals not to exceed the \$72,000 total as budgeted per that grant agreement to capitalize on the full amount of grant funding.

\$55,226.00 is current total cost with project total for removals not to exceed \$72,000 per the Grant agreement. This will be paid out of Parks Department Budget 101- 45200-53425 and the city being reimbursed by MN DNR in the amount of \$61,500 after the removals are complete for a net cost to the City of Marshall of \$10,500.

Motion made by Councilmember DeCramer, Seconded by Councilmember Labat Award bids for Ash Tree Removals for Independence Park to Brian's Tree Service, Legion Field to Scott's Tree Service, Victory Park to Action Company LLC, Channel Parkway Softball Complex to TSL Tree Service, and Freedom Park to Herigon's Tree Service. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Consider approval of the Consent Agenda.

Councilmember Labat requested that item number 8, Consider Engagement Letter for Audit Services for 2021 Financial Statements, be removed for further discussion.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Approval of a resolution to authorize the Finance Director to pay certain claims

Call for Public Hearing on the Establishment of TIF District 1-15.

Approval for Project ST-001-2022: Chip Sealing on Various City Streets – Consider Authorization to Advertise for Bids.

Approval for Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0281969 to Bolton & Menk, Inc.

Approval to Purchase of GPS receiver for Engineering Department.

Approval for Project ST-006: SRTS School Pedestrian Crossing Improvements Project – Grant of Temporary Construction Easement.

Approval of a Temporary On-Sale Intoxicating Liquor License for the Convention and Visitors Bureau.

Approval to declare vehicles as surplus property for the Marshall Police Department.

Approval of the bills/project payments

Consider Engagement Letter for Audit Services for 2021 Financial Statements

Summary of Engagement Terms:

Level of Attest Service: Audit in accordance with Governmental Auditing Standards (Governmental Yellow Book Audit) and Federal Single Audit

Financial Statements: Governmental activities, business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information

Financial Reporting Framework: Accounting principles generally accepted in the United States of America

Period: As of and for the Year Ended December 31, 2021

Required Supplementary Information: Management's Discussion and Analysis (MD&A), Schedule of Changes in Total OPEB Liability and Related Ratios, Schedule of City's, and Nonemployer's Proportionate Share of Net Pension Liability - Minnesota PERA Retirement Funds, Schedule of City Contributions - Minnesota PERA Plans

Supplementary Information:

- Combining and Individual Fund Financial Statements and Schedules/Supplemental Schedules: Opinion in relation to the financial statements as a whole
- Introductory Section and Statistical Section of the Comprehensive Annual Financial Report: N/A

Engagement Partner: Nancy Schulzetenberg

Fees: We estimate our fees for services will be \$36,170 for the audit of the City's Basic Financial Statements, and the Single Audit if necessary

Motion made by Councilmember Labat, Seconded by Councilmember Edblom Approve the Engagement Letter for BerganKDV to perform the audit services for the City of Marshall's 2021 Financial Statements and Single Audit. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Appoint E.J. Moberg as Director of Administrative Services

On Friday January 21, 2022, Personnel Committee Members John DeCramer, and Craig Schafer along with HR Director and Administrator interviewed three candidates to fill the position of Director of Administrative Services Director. It is a unanimous recommendation to the Council to appoint E.J. Moberg as the Director of Administrative Services.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve the employment contract and appoint E.J. Moberg as Director of Administrative Services, contingent on successful completion of background check. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Request for Conditional Use Permit / Apartment in B-2 Central Business District at 103 W Lyon Street.

This is a request by the City of Marshall for a Conditional Use Permit to allow construction of a 39-unit apartment in B-2 Central Business District and within the limits of the Downtown District at 103 West Lyon Street. Apartment buildings are a Conditional Use in a Central Business District.

The lot is currently vacant, and the City is promoting the development of apartments within, and in close proximity to, the downtown business area. However, parking in downtown has always been a concern. Based on the types of apartments proposed in the building, 45 parking spaces would be needed for this development outside of the Downtown district, based on the City parking regulations outside of downtown. However, all uses within the Downtown District are exempt from off-street parking requirements.

Central Business District regulations are located in Section 86-103. The conditional use permit regulations are found in Section 86-46

At the Planning Commission meeting on January 12, 2022, a motion was made by Schroeder, seconded by Muchlinski, to recommend approval as recommended by city staff to City Council. ALL VOTED IN FAVOR.

Motion made by Councilmember Edblom, Seconded by Councilmember Meister that the Council approve a Conditional Use Permit for apartment in B-2 Central Business District and within the limits of the Downtown District with the following conditions:

1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.
3. That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties.
4. That there are no more than 40 apartments.
5. That at least one off-street parking space per apartment is provided.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

ST-006: RRFB School Pedestrian Crossing Improvements Project – Establish School Speed Limits.

This project is included in the 2022 capital improvement plan (CIP). The City was awarded a Transportation Alternatives Grant (TA Grant) in the amount of \$339,840 for this project. The project would improve school pedestrian crossings adjacent to the Marshall Middle School, Southview Elementary School, Park Side Elementary School, and True Light Christian School. The required 20% local match is split 50-50 between participating schools and the City of Marshall.

In addition to the Rectangular Rapid Flashing Beacon (RRFB) sign assemblies and pedestrian refuge islands, the project would install two School Speed Limit (when flashing) sign assemblies including dynamic speed feedback signs. During school arrival and dismissal periods, the sign would report driver speed as their vehicle passes the sign and flash their speed when the speed exceeds the posted school zone speed limit.

To establish school zone speed limits in Marshall, staff performed an evaluation of the existing areas to determine an appropriate school zone speed limit. This evaluation is required by State Statute. City staff is recommending establishment of a 20 MPH school zone speed limit in the vicinity of the schools previously referenced. There was compliance with this speed limit in prior years at the now-closed Westside Elementary School on S. 4th Street and TH 19. The MnDOT District 8 Traffic Engineer, Cody Brand, has reviewed the recommendation for the True Light Christian School on TH 19 (E. College Drive) and is acceptable to the recommendation of 20 MPH.

Motion made by Councilmember Labat, Seconded by Councilmember Meister that the Council adopt RESOLUTION NUMBER 22-021 which establishes the 20 MPH school zone speed limit in the vicinity of the Marshall Middle School, Southview Elementary School, Park Side Elementary School, and True Light Christian School.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Resolution to supporting the extension of the authority to impose a local sales tax to fund specific capital improvements providing regional benefit, to establish the duration of the tax and the revenue to be raised by the tax, and to authorize the city to issue bonds supported by the sales tax revenue.

The City Council held a work session on January 11, 2022 regarding the proposed aquatic center and results from the 2021 Community survey results. The survey results indicated great than 50% support for consideration of the sales tax for funding park and recreation projects. The Council expressed support to pursue the sales tax extension for funding of the aquatic center and an indoor recreation center.

The request for sales tax extension is as follows: To impose a general local sales tax under Minnesota Statutes, section 297A.99, a city must take the following steps:

1. **Adopt a resolution.** The city council must first adopt a resolution proposing the tax. The resolution must include the proposed tax rate, documentation of the “regional significance” of each project to be funded, the amount to be raised with the tax, and the estimated length of time the tax will be needed.
2. **Submit resolution and supporting materials to state tax committees.** The city is required to submit the adopted resolution, details on the projects, and documentation on regional significance to the chairs and ranking minority members of the House and Senate Taxes committees by Jan. 31 of the year that it is seeking the special law.
3. **Get legislative authorization.** The city must secure the passage of a special law authorizing the enactment of the local sales tax. The city would typically work with its local legislators to introduce special legislation.
4. **Adopt a resolution.** After approval, the city must adopt a resolution accepting the new law. The city must also file the resolution and a local approval certificate with the Office of the Secretary of State before the next legislative biennium begins.
5. **Hold a referendum.** The city must conduct 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 only the ballot questions approved by voters may be funded by the sales tax.
6. **Pass an ordinance.** The city council must pass an ordinance imposing the tax. It must also notify the commissioner of Revenue at least 90 days before the first day of the calendar quarter that the tax will be imposed.

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to adopt Resolution No. 22-020, a resolution supporting the extension of the authority to impose a general local sales tax of one-half of one percent (0.50%) for a period of 20 years to fund an aquatic center and indoor recreation facility. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Approve Agreement for Legislative Services with Flaherty and Hood

Council support for extension of the sales tax will mean upcoming legislative meetings, information sharing and tracking of the legislative process. A proposal for legislative services will provide for professional expertise in this legislative area. The contracted agreement will total \$17,500.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve the agreement for Legislative Services with Flaherty and Hood. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Commission/Board Liaison Reports

Byrnes No Report

Schafer No Report

Meister No Report

Edblom No Report

DeCramer Diversity, Equity, and Inclusion Commission met and agreed to hire a consultant group to facilitate two World Café events in February and April within the community.

Marshall Municipal Utilities met and reviewed end of year reports and updated current internal policies. DeCramer added that there are some complications with the proposed solar farm to that will be located along Nort 7th Street due to insufficient tax credits. MMU is working with other partners to complete this project.

Economic Development Authority met and reviewed and approved various façade improvement projects. DeCramer added that after the program is complete there will be upwards of \$250,000 spend within the community.

Labat No Report

Councilmember Individual Items

Councilmember Labat thanked Director of Administrative Services Annette Storm for her time and dedication to the City of Marshall.

Councilmember DeCramer continued to thank Director Storm for her service to the City. DeCramer also mentioned a rental assistance program will stop taking applications at the end of the week.

Councilmember Meister also thanked Director Storm for her service to the City and wished her well on her future plans.

Mayor Byrnes discussed the annexation procedure for the solar farm along North 7th Street. Mayor Byrnes discussed going out for Request for Proposals for City Attorney.

City Administrator

City Administrator Sharon Hanson discussed work on the sales tax resolution.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson commented that the open house for the Comp. Plan has been rescheduled for February 16, 4 – 6 PM. Director Anderson mentioned future bid openings will be held next week and be brought to Council at the next regular meeting for consideration. Shipping container and outside storage letters have been sent to property owners that have been out of compliance.

City Attorney

City Attorney Dennis Simpson discussed litigation matters with Broadmoor Valley to remove several manufactured homes from the park. Simpson commented the mediation is still being held. Simpson provided an overview of two other litigation matters against Broadmoor Valley filed by the Minnesota Attorney General’s Office and residents of the Broadmoor Valley.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 6:41 P.M., Motion By Councilmember Edblom, Seconded by Councilmember Meister.
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0**

Mayor

Attest:

City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, February 8, 2022												
Category:	PUBLIC HEARING												
Type:	ACTION												
Subject:	Project Z82: North 1 st Street / West Redwood Street / West Marshall Street Reconstruction Project - 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment.												
Background Information:	This project consisted of: reconstruction and utility replacement on North 1 st Street from East Main Street to West Marshall Street, on West Redwood Street from East College Drive to North 1 st Street, and on West Marshall Street from East College Drive to North 1 st Street; sanitary sewer, watermain, and storm sewer replacement. This project also included new curb & gutter, new 5-ft. sidewalk on both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.												
Fiscal Impact:	<p>The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$1,226,760.56.</p> <table style="margin-left: 40px;"> <tr> <td>Wastewater Fund</td> <td style="text-align: right;">\$161,451</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">\$271,687</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">\$210,851</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">\$304,316</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>\$278,455</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;">\$1,226,760</td> </tr> </table> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. The 2021 GO Bond interest rate was 0.80% plus 2% results in a 2.80% assessment interest rate.</p> <p>The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term assuming a typical reconstruction project with assessments reaching near the maximum of the residential assessment rate. If the assessment is substantially higher in cases such as commercial assessments the term may be appropriate to increase. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they so choose.</p>	Wastewater Fund	\$161,451	MMU	\$271,687	Surface Water Management Utility	\$210,851	City Participation (Ad Valorem)	\$304,316	Assessed to Property Owners	<u>\$278,455</u>	Total Project Amount	\$1,226,760
Wastewater Fund	\$161,451												
MMU	\$271,687												
Surface Water Management Utility	\$210,851												
City Participation (Ad Valorem)	\$304,316												
Assessed to Property Owners	<u>\$278,455</u>												
Total Project Amount	\$1,226,760												
Alternative/ Variations:	<ul style="list-style-type: none"> • Modify assessments to property owners, thereby modifying the attached proposed assessment. • Amend the terms of the assessments. 												

Recommendation:	<p><u>Recommendation No. 1</u> that the Council close the public hearing on assessments for Project Z82: North 1st Street / West Redwood Street / West Marshall Street Reconstruction Project.</p> <p><u>Recommendation No. 2</u> that the Council adopt RESOLUTION NUMBER 22-XXX, SECOND SERIES, which is the “Resolution Adopting Assessment” for Project Z82: North 1st Street / West Redwood Street / West Marshall Street Reconstruction Project.</p>
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RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the following project:

PROJECT Z82: NORTH 1ST STREET / WEST REDWOOD STREET / WEST MARSHALL STREET RECONSTRUCTION PROJECT - This project consisted of: reconstruction and utility replacement on North 1st Street from East Main Street to West Marshall Street, on West Redwood Street from East College Drive to North 1st Street, and on West Marshall Street from East College Drive to North 1st Street; sanitary sewer, watermain, and storm sewer replacement. This project also included new curb & gutter, new 5-ft. sidewalk on both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such proposed assessment shall be payable in equal annual principal installments extending over a period of eight (8) years and shall bear interest at the rate of two and eight-tenths percent (2.8%) per year.
3. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes.
4. The owner of any property so assessed may, at any time prior to certification of the assessment or the first installment thereof to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the municipal treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption thereof; and, except as hereinafter provided, the owner may at any time prior to November 15 of any year, prepay to the treasurer of the municipality having levied said assessments, the whole assessment remaining due with interest accrued to December 31 of the year in which said prepayment is made.
5. The right to partially prepay the assessment to the City Clerk according to Ordinance No. 364, Second Series, is available.
6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Passed and adopted by the Council this 8th day of February, 2022.

Mayor

ATTEST:

City Clerk

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

COST BREAKDOWN

Project Z82: North 1st Street Reconstruction Project

CITY OF MARSHALL, MINNESOTA

Per Estimate #7 (Final) dated 10/01/2021

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$105,796	\$31,391	\$74,405				
WATERMAIN	\$156,121	\$0		\$156,121			
STORM SEWER	\$143,405	\$986				\$142,419	
DRIVEWAY	\$47,399	\$19,585		\$0			\$27,814
SIDEWALK	\$17,195	\$7,741					\$9,454
STREET	\$756,844	\$218,752	\$87,046	\$115,567	\$0	\$68,433	\$267,046
TOTALS	\$1,226,760	\$278,455	\$161,451	\$271,687	\$0	\$210,851	\$304,314
% PARTICIPATION	100.0%	22.7%	13.2%	22.1%	0.0%	17.2%	24.8%

CONTRACT AMOUNT	1,057,552
CONTINGENCIES	<u>0</u> 0%
	1,057,552
ENG. & ADMIN.	<u>169,208</u> 16%
	1,226,760

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, February 8, 2022																												
Category:	AWARD OF BIDS																												
Type:	ACTION																												
Subject:	Project ST-002-2022: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract).																												
Background Information:	<p>This project consists of street mill and overlay project. Attached is the plan cover sheet that identifies each street that is scheduled to receive a mill and overlay treatment.</p> <p>Streets include:</p> <table border="1"> <thead> <tr> <th>Street</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>Westwood Drive (Mill All)</td> <td>Country Club Drive to County Road 7</td> </tr> <tr> <td>Ridgeway Road (Mill All)</td> <td>Westwood Drive to Englewood Road</td> </tr> <tr> <td>Englewood Road (Mill All)</td> <td>Pinehurst Road to South dead end</td> </tr> <tr> <td>Pinehurst Road (Mill All)</td> <td>Cumberland Road to South dead end</td> </tr> <tr> <td>Cumberland Road (Mill All)</td> <td>Westwood Drive to South dead end</td> </tr> <tr> <td>Adobe Road (Mill All)</td> <td>East Lyon Street to Parkside Drive</td> </tr> <tr> <td>Adobe Circle (Mill All)</td> <td>All</td> </tr> <tr> <td>Adobe Circle</td> <td>Leveling for island removal</td> </tr> <tr> <td>Prospect Circle (Mill All)</td> <td>All</td> </tr> <tr> <td>Prospect Circle</td> <td>Leveling for island removal</td> </tr> <tr> <td>Prospect Road (Mill All)</td> <td>Adobe Road to Parkside Drive</td> </tr> <tr> <td>Carlson Street (Mill All)</td> <td>Parkside Drive to Jewett Street</td> </tr> <tr> <td>Erie Ave (Mill All)</td> <td>North of Erie Street (CR 33)</td> </tr> </tbody> </table> <p>On February 2, 2022, bids were received for the above-referenced project. Two bids were received as shown on the attached Resolution Accepting Bid. The low bid was from Duinick, Inc., of Prinsburg, Minnesota, in the amount of \$560,573.35.</p> <p>In addition to the listed city streets, staff bid the majority of the Wastewater Treatment Facility (WWTF) ring road as an alternate. The Wastewater Department included \$60,000 in the Capital Improvement Plan (CIP) for this work. This alternate was proposed at \$53,442.50.</p>	Street	From-To	Westwood Drive (Mill All)	Country Club Drive to County Road 7	Ridgeway Road (Mill All)	Westwood Drive to Englewood Road	Englewood Road (Mill All)	Pinehurst Road to South dead end	Pinehurst Road (Mill All)	Cumberland Road to South dead end	Cumberland Road (Mill All)	Westwood Drive to South dead end	Adobe Road (Mill All)	East Lyon Street to Parkside Drive	Adobe Circle (Mill All)	All	Adobe Circle	Leveling for island removal	Prospect Circle (Mill All)	All	Prospect Circle	Leveling for island removal	Prospect Road (Mill All)	Adobe Road to Parkside Drive	Carlson Street (Mill All)	Parkside Drive to Jewett Street	Erie Ave (Mill All)	North of Erie Street (CR 33)
Street	From-To																												
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Carlson Street (Mill All)	Parkside Drive to Jewett Street																												
Erie Ave (Mill All)	North of Erie Street (CR 33)																												
Fiscal Impact:	<p>The engineer’s estimate for the project base bid was \$621,779, of which, \$94,802 was estimated for ADA sidewalk ramp or curb and gutter replacement work.</p> <p>\$685,000 has been included in the 2022 budget or funded as follows:</p> <table border="1"> <tr> <td>\$625,000</td> <td>2022 budget for bituminous overlay on various city streets and will be funded under Account #495-43300-55170 (Public Improvement Revolving Fund-Street Department-Infrastructure)</td> </tr> <tr> <td>\$60,000</td> <td>WWTF 2022 capital improvement budget</td> </tr> </table> <p>Attached is the “Resolution Accepting Bid” awarding the contract to Duinick, Inc., of Prinsburg, Minnesota, in the amount of \$560,573.35, with a maximum of \$625,000.00. Staff intends to add an additional street or complete additional ADA sidewalk ramp work as fu</p>	\$625,000	2022 budget for bituminous overlay on various city streets and will be funded under Account #495-43300-55170 (Public Improvement Revolving Fund-Street Department-Infrastructure)	\$60,000	WWTF 2022 capital improvement budget																								
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\$60,000	WWTF 2022 capital improvement budget																												

	are available, not to exceed \$625,000 for City streets and \$60,000 for Wastewater. Rainbow Drive from Madrid Street to the south has been identified as a likely street to be added to the overlay list.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER 22-XXX, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Duininck, Inc., of Prinsburg, Minnesota, for the above-referenced project in the amount of \$560,573.35, with a maximum of \$625,000.00 for City streets and \$60,000 for Wastewater.

RESOLUTION NUMBER 22-022

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

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

PROJECT ST-002-2022: BITUMINOUS OVERLAY PROJECT

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

Bidder	Bid Amount
Duininck, Inc. Prinsburg, Minnesota	\$560,573.35
Central Specialties, Inc. Alexandria, Minnesota	\$734,929.19

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

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Duininck, Inc., of Prinsburg, Minnesota, in the amount of \$560,573.35, with a maximum of \$625,000 for City streets and \$60,000 for Wastewater, in the name of the City of Marshall for the above-referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 8th day of February, 2022.

ATTEST:

City Clerk

Mayor

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

BID TABULATION

**PROJECT ST-002-2022: 2022 BITUMINOUS OVERLAY AND ADA IMPROVEMENTS PROJECT
MARSHALL, MINNESOTA**

ENGINEER'S ESTIMATE: \$606,419
BID OPENING INFORMATION: February 2, 2022 / 10:00 AM (Local Time)

NAME OF BIDDER	BID AMOUNT	COMMENTS
Central Specialties Inc. Alexandria, MN	\$734,929.19	
Duininck, Inc. Prinsburg, MN	\$560,573.35	Apparent Low Bid

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, February 8, 2022
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project ST-003: South 1 st Street/Greeley Street/Williams Street Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract).
Background Information:	<p>This project consists of: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project will also include new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.</p> <p>On February 4, 2022, bids were received for the above-referenced project. Five bids were received as shown on the attached Resolution Accepting Bid. The low bid was from R&G Construction Co. of Marshall, Minnesota, in the amount of \$1,647,498.69. The engineer’s estimate was approximately \$1,823,100.</p>
Fiscal Impact:	<p>The above-referenced project, or a portion thereof, may be financed by the sale of bonds with repayment coming from assessments and Debt Service Fund Levy. It is required that action be authorized by City Council via Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.</p> <p>Attached is the “Resolution Accepting Bid” awarding the contract to R&G Construction Co. of Marshall, Minnesota, in the amount of \$1,647,498.69.</p> <p>The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$2,006,653.40.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation.</p> <p>The financing and cost participation will be forthcoming and addressed at the time of the Resolution Declaring Cost to be Assessed.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 22-___, which provides for Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project ST-003: South 1st Street/Greeley Street/Williams Street Reconstruction Project.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 22-___, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with R&G Construction Co. of Marshall, Minnesota, in the amount of \$1,647,498.69 for Project ST-003: South 1st Street/Greeley Street/Williams Street Reconstruction Project.</p>

RESOLUTION NUMBER 22-023

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

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

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

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

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

PROJECT ST-003: SOUTH 1ST STREET/GREELEY STREET/WILLIAMS STREET RECONSTRUCTION PROJECT -- This project consists of: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project will also include new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.

The principal amount of debt expected to be issued for the project referred to above will not exceed \$2,025,000.

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

Public Improvements Projects Fund

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

Passed and adopted by the City Council this 8th day of February, 2022.

ATTEST:

City Clerk

Mayor

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

**RESOLUTION NUMBER 22-024
RESOLUTION ACCEPTING BID (AWARD CONTRACT)**

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

PROJECT ST-003: SOUTH 1ST STREET/GREELEY STREET/WILLIAMS STREET RECONSTRUCTION PROJECT -- This project consists of: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project will also include new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.

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

Bidder	Bid Amount
R&G Construction Co. Marshall, MN	\$1,647,498.69
Tom's Backhoe Service Inc. Brainerd, MN	\$1,834,380.10
D&G Excavating, Inc. Marshall, MN	\$1,880,000.00
Duininck, Inc. Prinsburg, MN	\$1,884,180.28
Kuechle Underground, Inc. Kimball, MN	\$1,894,444.25

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

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with R&G Construction Co. of Marshall, Minnesota, in the amount of \$1,647,498.69, in the name of the City of Marshall for the above referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 8th day of February, 2022.

ATTEST:

City Clerk

Mayor

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

BID TABULATION

PROJECT ST-003: S. 1ST ST./GREELEY ST./WILLIAMS ST. RECONSTRUCTION PROJECT
MARSHALL, MINNESOTA

ENGINEER'S ESTIMATE: \$1,823,113
BID OPENING INFORMATION: February 4, 2022 / 9:00 AM (Local Time)

NAME OF BIDDER	BID AMOUNT	COMMENTS
A&C Excavating, LLC Marshall, MN		
Central Specialties Inc. Alexandria, MN		
Crow River Construction New London, MN		
D&G Excavating, Inc. Marshall, MN	\$1,880,000.00	
Duininck, Inc. Prinsburg, MN	\$1,884,180.28	
Kuechle Underground, Inc. Kimball, MN	\$1,894,444.25	
Northland Grading and Excavating Northfield, MN		
R&G Construction Co. Marshall, MN	\$1,647,498.69	Apparent Low Bid
Tom's Backhoe Service Inc. Brainerd, MN	\$1,834,380.10	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, February 8, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the 2022-2023 Township Fire Contract Rates.
Background Information:	<p>Township Fire Contracts are reviewed annually. Staff have reviewed the current formula used for setting the section rates and are proposing a new formula for the collection of these fees. Historically, townships were charged the same section rate based on several factors. This formula created inequities from township to township even through each township is paying the same section rate.</p> <p>The proposed formula creates a maximum amount of fees for fire protection based on operation costs, population, market value, and sections served while still implementing a phase in period to bring township fees to the desired level. This can create different section rates for each township but will better reflect the services being provided based off of the abovementioned factors.</p> <p>Exhibit B in the packet visually explains the proposed formula, section rates and total fire protection fees for the current year. Historical and future rates are also shown. Future rates will slightly change year to year based on inputs made with updated information.</p> <p>After approval of the new rates each Township Board will be notified and provided a contract for Fire Protection Services with the City of Marshall. Township approved contracts will be brought back before the City Council for final approval.</p>
Fiscal Impact:	\$111,479.80
Alternative/ Variations:	None Recommended.
Recommendations:	To approve the 2022-2023 Township Fire Contract Rates.

FIRE PROTECTION AGREEMENT

May 1, 2022- April 30, 2023

THIS AGREEMENT, made this 1st day of May, 2022 between the City of Marshall, party of the first part, and the Township of (Township) County of Lyon and State of Minnesota, party of the second part, WITNESSETH:

Section 1. Purposes and Intent.

- (A) The party of the first part has been requested to provide “fire service” as defined to include any deployment of firefighting personnel and/or equipment to extinguish a fire or perform any preventative measure in an effort to protect equipment, life or property in an area threatened by fire. It also includes the deployment of firefighting personnel and/or equipment to provide fire suppression, rescue, extrication, and any other services related to fire and rescue as may occasionally occur.

Section 2. Services and Conditions.

- (A) The City of Marshall will maintain equipment, personnel and related training and certifications to provide full fire and related rescue response to the party of the second part as legally described in the attached Exhibit A.
- (B) The City of Marshall agrees to respond promptly to all calls or help within the territory to be serviced, but it is understood that the City of Marshall has entered into and will from time to time enter into similar arrangements with other townships and municipalities within its trade territory and that calls will be responded to in order in which they are received by the party of the City of Marshall; and it can respond to only one call at a time; and that in any event neither the City of Marshall nor any officer or employee thereof shall be liable to the party of the second part to any persons within the territory of such party of loss or damage of any kind whatsoever resulting from a failure to furnish or delay in furnishing fire-fighting equipment and personnel, or either of them, or from any failure to prevent, control or extinguish any fire whether such loss or damage is caused by the negligence of the officers, agents or employees of the City of Marshall or its fire department, or otherwise.

Section 3. Term and Rates.

- (A) The party of the first part for a period of 1 year beginning on **May 1, 2022**, will, subject to the terms and conditions of this agreement, service all of the territory within the limits of the second party as legally described in Exhibit A, thereof, furnishing for that purpose the above described fire-fighting equipment for a consideration of **\$(amount)** which is **\$xxxx** per section for the period **May 1, 2022 through April 30, 2023** to be paid on or before **May 1, 2022**. The basis of the fee is upon the formula calculation for this time period as summarized in the attached Exhibit B. Successive years under the formula in Exhibit B are for estimated purposes and subject to change.
- (B) In addition to the foregoing, additional fees as summarized in the attached Exhibit C apply.
- (C) All collected fire charges will be City of Marshall funds and used to offset the expenses of the fire department in providing fire services.

Section 4. Billing and Collection.

- (A) The party of the second part agrees to pay to the City of Marshall as compensation for all fire service furnished pursuant to this agreement the sum specified in Section 3(A) thereof and to make a town fire protection tax levy or otherwise provide funds in any amount sufficient to pay the party of the first part the compensation agreed upon above.
- (B) Parties requesting or receiving fire services will be billed directly by the City of Marshall. Additionally, if the party receiving fire services did not request services but a fire or other situation exists which, at the discretion of the City of Marshall requires fire service, the party will be charged and billed according to the sum specified in Section 3 (B). All parties will be billed whether or not covered by a party's insurance. Any billable amount of the fire service charge not covered by a party's insurance remains a debt of the party receiving the fire service.
- (C) Parties billed for fire service will have thirty (30) days to pay. If the fire service charge is not paid by that time, it will be considered delinquent and the City will send notice of delinquency and charge a 1.5% administrative penalty on the unpaid balance.
- (D) If the service charge remains unpaid for 30 days after this notice of delinquency is sent, the City will use all practical and reasonable legal means to collect the fire service charge. The party receiving fire service shall be liable for all collection costs incurred by the City

including, but not limited to, reasonable attorney fees and court costs.

- (E) If the fire service charge remains unpaid for 30 days after the notice of delinquency is sent, the City of Marshall Council may also, on or before October 15 of each year, certify the unpaid property for collection with property taxes. The County auditor is responsible for remitting to the City all charges collected on behalf of the City of Marshall. The City of Marshall must give the property owner notice of its intent to certify the unpaid service charge by September 15.

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

Executed in the presence of:

City of Marshall, Minnesota

By _____.
Mayor of Marshall

By _____.
City Administrator

ATTEST: _____.
City Clerk

TOWNSHIP OF CLIFTON.

By _____.
Chairman of the Board

By _____.
Its Clerk

Date signed by Township

EXHIBIT A
SERVICE AREA DESCRIPTION

EXHIBIT C

FEES AND CHARGES

Fee Description	Fee in dollars (\$)
Fire/rescue call	1000.00
After 5 hours, incident billing will follow the Southwest/West Central fire department association mutual aid agreement.	
Hazardous material trailer	750.00 plus cost of supplies and materials used.
Pumping fuel or gas (if tank compromised or immediate danger to life or environment)	1.00 per gallon in and out (48 hours to pick up) If not picked up in 48 hours, owner will be assessed cost of removal by the hazardous waste contactor.
Fire calls caused by negligence billed on the following cost of equipment and personnel:	
<u>Equipment</u>	
Rescue van	125.00 per hour
1500 GPM Engine	295.00 per hour
1000 GPM Engine	200.00 per hour
Ladder truck	750.00 for initial first hour, 250.00 per hour thereafter
Tanker	160.00 per hour
Grass rig	125.00 per hour
Hazardous material (Haz-Mat) trailer	125.00 per hour
Water auger with engine or tanker	150.00 per hour
UTV	85.00 per hour
Mileage to organizations outside the Southwest/West Central fire department Mutual aid agreement.	1.75 per mile
Any tools/equipment damaged/destroyed due to the call for service will be assessed at the actual cost to the owner or responsible party of the call for service.	
<u>Supplies</u>	
AFFF Foam	150.00 per pail or higher based on market price
AR-AFFF Foam	200.00 per pail or higher based on market price
Floor dry	15.00 per bag
55 gallon steel drum with lid (fuel removal)	135.00 per barrel
8" x 10 ft. absorbent boom	145.00 per boom
<u>Other</u>	
Natural gas hits	750.00 per call
Automatic fire alarm activation	750.00 (3 rd call and after within a 72 hour period OR 3 business days, until functional)
Education trailer (upon request and subject to availability of resources).	150.00 per day to all departments Mileage will be charges to organizations outside the Lyon County Mutual Aid area at a fee of 1.75 per mile
Fire Chiefs call for service (officer's pages)	100.00 per hour
Personnel	17.50 per firefighter / per hour

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, February 8, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Resolution Calling Public Hearings on Street Reconstruction Plan, Tax Abatements and Issuance of GO Bonds
Background Information:	<p>Calling for the public hearing begins the 2022 bonding process. In Exhibit B the PID's and dollar amount will be added prior to the publishing of the notice.</p> <p>Also included in the council packet is the schedule of events for the 2022 bonding.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve Resolution Calling Public Hearings on Street Reconstruction Plan, Tax Abatements and Issuance of GO Bonds

CITY OF MARSHALL, MINNESOTA

RESOLUTION NUMBER 22-025

**RESOLUTION CALLING PUBLIC HEARINGS ON STREET
RECONSTRUCTION PLAN, TAX ABATEMENTS AND
ISSUANCE OF GENERAL OBLIGATION BONDS**

BE IT RESOLVED By the City Council of the City of Marshall, Lyon County, Minnesota (the “City”) as follows:

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the “Street Reconstruction Act”), to prepare a plan for reconstruction or overlay of streets in the City over the next five years, which includes a description of the affected streets and estimated costs (the “Street Reconstruction Plan”), and to issue general obligation bonds to finance the cost of street reconstruction activities described in the Street Reconstruction Plan (the “Street Reconstruction Bonds”).

1.02. Pursuant to the Street Reconstruction Act, the City Council is required to hold a public hearing regarding the Street Reconstruction Plan and issuance of Street Reconstruction Bonds.

1.03. The City now finds that it is necessary to prepare a Street Reconstruction Plan setting forth proposed street reconstruction projects in the City for the years 2022 through 2026, and to provide for the issuance of Street Reconstruction Bonds thereunder in an aggregate principal amount not to exceed \$400,000, to finance certain costs of the Street Reconstruction Plan, and further finds and determines that it is in the best financial interests of the City that the City hold a public hearing on the Street Reconstruction Plan and the issuance of Street Reconstruction Bonds as provided in the Street Reconstruction Act.

1.04. Under the proposed Street Reconstruction Plan, the City will issue Street Reconstruction Bonds to finance a portion of the costs described in the Street Reconstruction Plan, including the project designated by the City as West W. Lyon Street (from College to 1st Street) Reconstruction Project.

1.05. The City hereby authorizes its staff and consultants to prepare the Street Reconstruction Plan for street reconstruction projects in the City over the five-year period of 2022 to 2026 in accordance with the Street Reconstruction Act, and to place a copy of the Street Reconstruction Plan on file with the City Administrator by no later than the date of publication of the hearing notice.

1.06. The City is authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Act”) to grant an abatement of all or a part of the taxes levied by the City on real property within its boundaries (the “Abatement”) and to issue general obligation bonds to finance public improvements (the “Abatement Bonds”).

1.07. Pursuant to the Abatement Act, before approving a property tax abatement, the City Council is required to hold a public hearing regarding the Abatement.

1.08. The City proposes to issue Abatement Bonds in a principal amount currently estimated not to exceed \$625,000 to finance various public improvements, including to the Rose and Addison downtown city parking lots adjacent to W. Lyon Street.

Section 2. Hearings Scheduled.

2.01. The City Council will hold a public hearing regarding the approval of the Street Reconstruction Plan and issuance of the Street Reconstruction Bonds on Tuesday, March 8, 2022, at approximately 5:30 PM in the Council Chambers of City Hall. The City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A, to be published in the official newspaper of the City at least 10 days but not more than 28 days before the date of the hearing.

2.02. The City Council will hold a public hearing regarding the approval of the Abatement and the issuance of the Abatement Bonds on Tuesday, March 8, 2022 at approximately 5:30 PM in the Council Chambers of City Hall. The City Clerk is authorized and directed to publish a notice substantially the form attached as EXHIBIT B, to be published in a newspaper of general circulation in the City more than 10 days but less than 30 days before the date of the hearing.

2.03. City staff and consultants are authorized to take all other actions needed with respect to the Street Reconstruction Plan and the proposed Abatement and the issuance of the Street Reconstruction Bonds and Abatement Bonds before the City Council.

Approved this February 8, 2022 by the City Council of the City of Marshall, Minnesota.

CITY OF MARSHALL, MINNESOTA

Mayor

Attest:

City Clerk

EXHIBIT A

NOTICE OF PUBLIC HEARING

**CITY OF MARSHALL, MINNESOTA
NOTICE OF PUBLIC HEARING
REGARDING THE ADOPTION OF A FIVE-YEAR STREET RECONSTRUCTION PLAN AND THE
ISSUANCE OF GENERAL OBLIGATION BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall, Minnesota (the “City”), will meet on Tuesday, March 8, 2022 at approximately 5:30 PM in the Council Chambers of City Hall located at 344 West Main Street in Marshall, Minnesota, to hold a public hearing concerning: (1) the adoption of a five-year street reconstruction plan (the “Plan”); and (2) the proposed issuance of general obligation bonds (the “Bonds”) to finance certain street reconstruction projects described in the Plan, including West W. Lyon Street (from College to 1st Street) Reconstruction Project, all pursuant to Minnesota Statutes, Section 475.58, subdivision 3b. The maximum principal amount of the Bonds to be issued under the Plan is \$400,000,. The City may accept an offer by a bidder to purchase the Bonds, and the City may sell the Bonds, at a price that results in the receipt by the City of an original issue premium (the portion of the price that exceeds the principal amount of the Bonds) in any amount.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent (5%) of the votes cast in the City in the last general election, is filed with the City Clerk within 30 days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Published: February 22, 2022

**BY ORDER OF THE CITY COUNCIL OF
THE CITY OF MARSHALL, MINNESOTA**

EXHIBIT B

NOTICE OF PUBLIC HEARING

**CITY OF MARSHALL, MINNESOTA
NOTICE OF PUBLIC HEARING
REGARDING PROPOSED PROPERTY TAX ABATEMENTS AND THE ISSUANCE OF GENERAL
OBLIGATION BONDS TO FINANCE CERTAIN PUBLIC IMPROVEMENTS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall, Minnesota (the “City”), will meet on Tuesday, March 8, 2022 at approximately 5:30 PM in the Council Chambers of City Hall located at 344 West Main Street in Marshall, Minnesota, to hold a public hearing on the proposal that the City abate property taxes levied by the City on the property identified as tax parcel numbers (collectively, the “Property”):

[insert PID nos.]

The total amount of the taxes proposed to be abated by the City on the Property is estimated to be not more than \$[redacted]. The City Council will consider the property tax abatement in connection with issuing general obligation bonds to finance certain public improvements, including to the Rose and Addison downtown city parking lots adjacent to W. Lyon Street.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Published: February 22, 2022

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF MARSHALL, MINNESOTA

City of Marshall, Minnesota
General Obligation Bonds, Series 2022A
February 3, 2022

January 1, 2022							February 1, 2022							March 1, 2022						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			

April 1, 2022							May 1, 2022							June 1, 2022						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

Schedule of Events		
Date	Event	Responsible Party
January 31, 2022	City confirms Improvement and Tax Abatement projects to include in Bond issuance.	City Staff
February 8, 2022	City Council considers Resolutions Calling for Public Hearing.	City Council
February 17, 2022	City approval of Notice to the Marshall Independent Newspaper (the "Newspaper") for Public Hearing.	City Staff Kennedy & Graven
No later than February 18, 2022	Notice Sent to Newspaper.	City Staff Kennedy & Graven
February 22, 2022	Notice Published in Newspaper.	City Staff Kennedy & Graven
March 1, 2022	City sign-off on final Bond numbers.	Baker Tilly City Staff
March 1, 2022	Request for Official Statement Information sent to City Staff.	Baker Tilly
March 8, 2022	Public Hearing for Tax Abatement Bonds.	City Council City Staff Baker Tilly
March 10, 2022	Finalize Bond structure and prepare Terms of Proposal.	Baker Tilly
March 15, 2022	Information forwarded to Baker Tilly for preparation of the Preliminary Official Statement.	City Staff
March 16, 2022	Pre-Sale Summary and Bond Resolution delivered to City.	Baker Tilly Kennedy & Graven
March 22, 2022	City Council considers Bond Resolution authorizing the Bond sale.	City Council
March 29, 2022	Rough draft of Preliminary Official Statement sent out to City Staff and Kennedy & Graven for review.	Baker Tilly

Schedule of Events		
Date	Event	Responsible Party
April 4, 2022	Draft of Award Resolution provided to Baker Tilly (to be included in the information sent to the rating agency.)	Kennedy & Graven
April 4, 2022	Final comments to Baker Tilly on Preliminary Official Statement draft.	City Staff Kennedy & Graven
April 5, 2022	Posting of Preliminary Official Statement and application for rating forwarded to rating agency.	Baker Tilly
April 6, 2022	Final day application for CUSIPs must be made.	Baker Tilly
Week of April 11, 2022	Rating Conference conducted.	S&P City Staff Baker Tilly
April 19, 2022	Form of Award Resolution delivered to the City.	Kennedy & Graven
Est. April 22, 2022	Receipt of rating.	S&P
April 26, 2022	Sale and consideration of award of the Bonds by City.	City Staff Baker Tilly
May 3, 2022	Distribution of Final Official Statement.	Baker Tilly
May 5, 2022	Draft closing documents are circulated for review.	Kennedy & Graven
May 26, 2022	Settlement of the Bonds; receipt of Bond proceeds.	City Staff Kennedy & Graven Baker Tilly

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2022 Baker Tilly Municipal Advisors, LLC

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, February 8, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider a LG220 Application for Exempt Permit for United Way of Southwest Minnesota.
Background Information:	Attached is an application for Exempt Permit for United Way of Southwest Minnesota for an event to be held on May 5, 2022.
Fiscal Impact:	There is no City fee for this permit.
Alternative/Variations:	None Recommended.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to United Way of Southwest Minnesota to hold a raffle on May 5, 2022, at Mercantile Building 207 W. Main St., (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

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

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

ORGANIZATION INFORMATION

Organization Name: United Way of Southwest Minnesota Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: [REDACTED]
Mailing Address: PO Box 41
City: Marshall State: MN Zip: 56258 County: Lyon
Name of Chief Executive Officer (CEO): Sarah Kicmal
CEO Daytime Phone: 507-929-2273 CEO Email: sarah.kicmal@unitedwayswmn.org
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): unitedway@unitedwayswmn.org

NONPROFIT STATUS

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

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Mercantile @ Bello's
Physical Address (do not use P.O. box): 207 W Main Street
Check one:
 City: Marshall Zip: 56258 County: Lyon
 Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): May 5, 2022
Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

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

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

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

Chief Executive Officer's Signature: *Sarah Kicmal* Date: 1/27/2022
(Signature must be CEO's signature; designee may not sign)

Print Name: Sarah Kicmal

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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Complete a separate application for:

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

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

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

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

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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

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

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, February 8, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Tobacco License for Family Grocery Store.
Background Information:	An application has been received for a tobacco license for Family Grocery Store located at 1209 East College Drive. This is a new application for the Council to review and consider approval of.
Fiscal Impact:	\$150.00
Alternative/ Variations:	None Recommended.
Recommendations:	To approve the tobacco license for Family Grocery Store pending all requirements have been met.

Meeting Date:	Tuesday, February 8, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0283353 to Bolton & Menk, Inc.
Background Information:	<p>Attached are the following for the above-referenced project:</p> <ol style="list-style-type: none"> 1) Invoice 0283353 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$3,167.75 <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
Fiscal Impact:	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize payment of Invoice 0283353 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$3,167.75.



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Marshall
 Wastewater Treatment Facility
 Bob Van Moer, Wastewater Superintendent
 600 Erie Street
 Marshall, MN 56258

January 25, 2022
 Project No: T22.115360
 Invoice No: 0283353
 Client Account: MARS

Marshall/WWTF Improvements

Marshall WWTF Improvement

Professional Services per Agreement from December 11, 2021 through January 7, 2022:

Construction Services (004)

Professional Services

	Hours	Amount	
Meetings/Hearing/Presentation			
Principal	8.00	1,520.00	
Word Processing/Data Entry			
Administrative	1.00	110.00	
Contract Admin/Construction Engineering			
Design Engineer	1.00	185.00	
Record Drawings			
Technician	7.00	980.00	
Grant/Funding Application			
Specialist	.50	67.50	
Totals	17.50	2,862.50	
Total Labor			2,862.50

Consultants

Barr Engineering Company		277.50	
Total Consultants	1.10 times	277.50	305.25

Billing Limits

	Current	Prior	To-Date
Total Billings	3,167.75	709,924.48	713,092.23 ✓
Limit			900,000.00 ✓
Remaining			186,907.77 ✓

Total this Task \$3,167.75

Total this Invoice \$3,167.75

VENDOR # 0724
 INVOICE # 0283353
 \$ AMOUNT \$3,167.75
 DATE 1-27-22
 ACCT & PROJ # 602-49500-55120 W13
 DESCRIPTION WWTF Improvements
 SIGNATURE Scott Johnson



INVOICE

Please note our new remittance address

Barr Engineering Co.
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
Phone: 952-832-2600; Fax: 952-832-2601
FEIN #: 41-0905995 Inc: 1966

01/03/2022

Bolton & Menk, Inc.
Attn: Accounts Payable
1960 Premier Drive
Mankato, MN 56001

Remittance address:

Lockbox 446104
PO Box 64825
St Paul, MN 55164-0825

December 31, 2021
Invoice No: 23070063.71 - 31

Total this Invoice \$277.50

Regarding: Marshall, MN - WWTP Improvements
Project Budget: \$110,500
Barr Project #: 23070063.71
BMI#: T22.115360

		WJW	
PROJECT	TASK	ACCOUNT	AMOUNT
T22.115360		5130	\$ 277.50
			\$

Professional Services from November 27, 2021 to December 24, 2021

Job: 0552 MN WWTP Improvements

Task: 400 Construction Phase (\$40,000)

Labor Charges

	Hours	Rate	Amount	
Electrical Engineer				
Lehnherr, Patrick	1.50	185.00	277.50	
	1.50		277.50	
Subtotal Labor				277.50
		Task Subtotal		\$277.50
		Job Subtotal		\$277.50
		Total this Invoice		\$277.50

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	277.50	92,752.75	93,030.25	92,752.75	277.50

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Pat Lehnherr, your Barr project manager, at (952) 832-2966 or email at plehnherr@barr.com.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, February 8, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Lease Agreement between Vishay Hirel Systems LLC and the City of Marshall.
Background Information:	Vishay Hirel Systems was a renter at the Mosch property when the City took ownership of the property. City staff gave them verbal agreement that they could stay in their space through Spring 2022. Shortly thereafter, staff learned that we would be losing the Ralco property across town. At that point, staff informed Vishay that they would need to vacate within roughly one month time frame to make room for City equipment. Staff discussed and allowed Vishay to move items to the small building by the highway, located at 800 N. US 59, that we did not have an immediate need to utilize. City staff and Vishay agreed that \$500/month was an acceptable amount for the space that was required. City Attorney Dennis Simpson has prepared the attached lease agreement for Council consideration.
Fiscal Impact:	\$500/month rental income paid to the City. The term of the agreement is January 2022 to December 2022.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize execution of the attached Lease Agreement expiring December 31, 2022 between Vishay Hirel Systems LLC and the City of Marshall.

LEASE AGREEMENT

This Lease Agreement (this “Agreement”) is dated as of this ____ day of _____, 2022, by and between City of Marshall, a municipal corporation (“Landlord”) and Vishay Hirel Systems LLC, a Delaware limited liability company (“Tenant”).

1. DEFINITIONS.

“Leased Premises” means the 1,300 square foot, western-most building on the 800 N. US 59 property areas as identified in the attached Exhibit A.

2. TERM; EARLY TERMINATION.

A. Term. In consideration of Tenant’s performance of Tenant’s obligations under this Lease, Landlord hereby leases the Leased Premises to Tenant.

B. Termination. This Lease shall be for a 12-month term and shall terminate on December 31, 2022. Tenant may terminate this Lease early by providing Landlord with notice 30 days in advance of the effective date of termination.

3. **RENT.** Tenant shall pay monthly rent at a rate of \$500.00, commencing January 3, 2022. Rent is due on the first day of each and every month thereafter for the term of this lease. Payments to be paid to the following:

City of Marshall
Attn: Finance Director
344 W. Main St.
Marshall, MN 56258

4. **USE RESTRICTIONS.** Tenant shall comply with all applicable laws, ordinances, and governmental regulations with respect to its use of the Leased Premises. Tenant shall not do anything in or about the Leased Premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

5. **UTILITIES AND OPERATING COSTS.** Landlord shall pay all charges for electricity, natural gas, and any other utility services furnished to the Leased Premises, and all other costs associated with the use, operation, and management of the Leased Premises during the term of the Lease, including, but not limited to, snow removal. The temperature of the building shall be moderated by the Landlord, and any changes to the temperature setpoint on the thermostat must be requested by the tenant and approved by the Landlord. Landlord shall also be responsible for payment of all property taxes for the Leased Premises.

6. **MAINTENANCE AND REPAIR OF THE LEASED PREMISES.** Tenant agrees to defend, indemnify and hold harmless Landlord with respect to claims which may be made by governmental authority or employees or invitees of Tenant concerning the condition of the Leased Premises during the term of this Lease. Tenant shall, at all times throughout the term of this Lease, and at its sole expense, keep the Leased Premises and fixtures in at least as good

condition as existed on the date of this Lease, reasonable wear and tear excepted. Tenant shall not allow any liens or encumbrances to be placed on the Leased Premises. Landlord shall be responsible for maintaining the Leased Premises.

7. ALTERATION OR IMPROVEMENT OF THE LEASED PREMISES. Tenant shall not make any additions or improvements in or to the Leased Premises without Landlord's prior written consent.

8. INDEMNIFICATION; COVENANTS TO DEFEND AND HOLD HARMLESS. Tenant shall hold Landlord harmless from and indemnify and defend Landlord against any claim or liability arising in any manner from Tenant's use, improvement, and occupancy of the Leased Premises, or relating to the death or bodily injury to any person or damage to any personal property present on or located in or upon the Leased Premises, including the person and personal property of Tenant's employees and all persons in or upon the Leased Premises at Tenant's invitation or sufferance unless due to the negligence of Landlord. All personal property kept, maintained or stored on the Leased Premises by Tenant shall be kept, maintained or stored at the sole risk of Tenant.

Nothing in this Lease shall be deemed to limit Landlord's right to have access to the Leased Premises, or to exercise its remedies under the Lease, or to make applications to a governmental entity with respect to the Leased Premises, or to protest taxes or assessments related to the Leased Premises, or to take other similar action with respect to the Leased Premises as a responsible landlord would elect.

9. CASUALTY INSURANCE AND WAIVERS OF CLAIMS.

A. Insurance: Tenant shall carry insurance for the full insurable value of Tenant's supplies, materials, furnishings, equipment and all other items of personal property of Tenant located on or within the Leased Premises. Tenant shall furnish Landlord evidence of such insurance coverage prior to commencing occupancy.

B. Waiver of Claims: Tenant hereby waives and releases all claims, liabilities and causes of action against Landlord and its officials, agents, servants and employees for loss or damage to, or destruction of personal property of Tenant, located in, upon or about the Leased Premises resulting from fire, explosion or the other perils covered by standard "all risk" insurance, whether caused by the negligence of any said persons or otherwise.

10. LIABILITY INSURANCE. Tenant shall, at its expense during the term of this Lease, keep in full force and effect a policy or policies of "occurrence" based commercial general liability insurance, providing coverage for bodily injury, personal property damage, personal injury, and contractual liability. Such policy or policies shall have combined policy limits in amounts not less than \$1,000,000.00.

11. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that Tenant, upon Tenant's performance of all of the terms, conditions, covenants and agreements on Tenant's part to be observed and

performed under this Lease, may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Lease.

12. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration or termination of this Lease, it shall be deemed to be occupying said Leased Premises as a Tenant at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance.

13. SURRENDER. Upon expiration or termination of this Lease, Tenant shall peaceably surrender the Leased Premises and remove all debris and personal property from the Leased Premises. Tenant shall not remove any of the immovable fixtures. Tenant shall be conclusively deemed to have abandoned any personal property not removed prior to the effective date of the termination of this Lease or Tenant's surrender of the Leased Premises. All debris and personal property may be disposed of by Landlord. Tenant shall be responsible for any disposal costs.

14. ACCESS TO LEASED PREMISES. Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Premises at all times during usual business hours (upon 24 hours' notice to Tenant) for the purpose of inspecting the same, performing maintenance, and conducting such investigations, tests, measurements, and assessments as may be desired by Landlord.

15. DEFAULT OF TENANT.

A. Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) Tenant's failure to maintain the insurance required pursuant to Sections 9 and 10 above, which failure remains uncured for 15 days following Landlord's written notice to Tenant of Tenant's failure to perform such obligation;

(2) Tenant's attempt to sublet any portion of the Leased Premises, or assign its interest under this Lease without the written permission of Landlord;

(3) Tenant's failure to fully perform any of Tenant's obligations, other than the obligations referenced in subsections (1), (2) or (3) above, which failure remains uncured for 30 days following Landlord's written notice to Tenant of Tenant's failure to perform such obligation; or

(4) Tenant's filing, or having filed against it, any bankruptcy or debtor proceedings or proceedings for the appointment of a receiver or trustee of all or any portion of Tenant's Leased Premises, or if Tenant makes an assignment for the benefit of creditors.

B. Landlord's Remedies: If an Event of Default occurs, Landlord shall have the following remedies;

(1) Landlord may, but shall not be obligated to, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of the Tenant under this Lease, pay or perform any obligations of Tenant; pay any cost or expense to be paid by Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees. Tenant shall pay costs to Landlord upon demand with interest at seven percent per annum.

Landlord may terminate this Lease by written notice to Tenant in which case Tenant shall vacate the Leased Premises in accordance with Section 13. Neither the passage of time after the occurrence of an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate the Lease by written notice to Tenant.

Landlord may, whether or not Landlord has elected to terminate this Lease, immediately commence summary proceedings in Unlawful Detainer to recover possession of the Leased Premises. In the event of the issuance of a Writ of Restitution in such proceeding, upon Landlord's reentry upon and repossession of the Leased Premises, Landlord may remove Tenant and all other persons from the Leased Premises (subject to Tenant's right and responsibility to remove its personal property pursuant to Section 13). In the event Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period provided in Section 13, all items of personal property not removed by Tenant within said period shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

No remedy provided for herein or elsewhere in this Lease or otherwise available to Landlord by law, statute or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

16. EMINENT DOMAIN. If an eminent domain or condemnation proceeding is commenced with respect to the Leased Premises during the term of this Lease, the following provisions shall apply:

A. If a public or private body with the power of eminent domain or condemnation ("Condemning Authority") acquires all of the Leased Premises through the exercise of its power of eminent domain or condemnation or as a result of a sale in lieu thereof, this Lease shall cease and terminate as of the date the Condemning Authority acquires possession.

B. If a Condemning Authority acquires only a part of the Leased Premises, and such acquisition materially affects the Leased Premises so as to render the Leased Premises unsuitable

for the business of Tenant, in the absolute discretion of Tenant, then this Lease shall cease and terminate as of the date the Condemning Authority acquires possession.

C. If a Condemning Authority acquires only a part of the Leased Premises and such acquisition does not render the Leased Premises unsuitable for the business of the Tenant in the absolute discretion of Tenant, this Lease shall continue in full force and effect.

D. Landlord shall be entitled to the award paid in any condemnation acquisition under power of eminent domain or the proceeds of a sale in lieu thereof, and Tenant shall not receive any portion of such award.

E. Although all damages in the event of any condemnation shall belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right on account of any and all damage to Tenant by reason of the condemnation and for or on account of any cost or loss to Tenant.

17. DAMAGE OR DESTRUCTION. If fire or other casualty damages or destroys the Leased Premises or the Leased Premises incurs substantial damage due to vandalism, failure of building systems or other unforeseen cause occurs during the term of this Lease, then this Lease shall terminate.

18. GENERAL.

A. Landlord's Disclaimer of Warranty: Landlord disclaims any warranty that the Leased Premises is suitable for Tenant's use.

B. Relationship of Landlord and Tenant: The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties hereto being that of Landlord and Tenant under this Lease.

C. Waiver: No waiver of Landlord's remedies upon the occurrence of an Event of Default shall be implied from any omission by Landlord to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by Landlord shall not then be construed as a waiver of a subsequent Event of Default.

D. Choice of Law: The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

E. Time: Time is of the essence in the performance of all obligations under this Lease.

F. Notices and Demands. Except as otherwise expressly provided in this Lease, any notice, demand, or other communication under the Lease any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

(i) in the case of Landlord: City of Marshall
Attn: City Administrator
344 West Main Street
Marshall, MN 56258

(b) in the case of Tenant: Vishay Hirel Systems LLC
Attn: _____

Marshall, MN 56238

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 18.

G. Entire Agreement and Amendment. This Lease constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between them other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

H. Successors and Assigns: The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Landlord and the Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

LANDLORD:
CITY OF MARSHALL

TENANT:
VISHAY HIREL SYSTEMS LLC

By: _____

By: _____

Its: Mayor

Its: _____

By: _____

Its: City Clerk



MARSHALL
MINNESOTA

Exhibit A

"Leased Premises"
at 800 N. US Highway 59

12/27/2021

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

This map data is for referencing purposes only.

REDWOOD RIVER
DIVERSION CHANNEL

N UNITED STATES HWY 59

INDEPENDENT SCHOOL DISTRICT #413
900 N US HIGHWAY 59

1,300 SQ. FT.
"LEASED PREMISES"

CITY OF MARSHALL
800 N US HIGHWAY 59

CITY OF MARSHALL

0 0 0.01 0.01 0.02 0.03
Miles

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, February 8, 2022
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 01/28/2022 - 02/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
5813	ACE HOME & HARDWARE	01/28/2022	EFT	0.00	64.97	8767
5813	ACE HOME & HARDWARE	02/04/2022	EFT	0.00	4,751.39	8810
5813	ACE HOME & HARDWARE	02/04/2022	EFT	0.00	900.00	8811
6128	ACTION CO LLC	01/28/2022	EFT	0.00	2,395.00	8768
0560	AFSCME COUNCIL 65	02/04/2022	EFT	0.00	1,260.98	8812
5119	ALL FLAGS,LLC	01/28/2022	Regular	0.00	527.55	120613
6940	ALLIANCE SOURCE TESTING, LLC	01/28/2022	Regular	0.00	7,750.00	120614
0578	AMAZON CAPITAL SERVICES	01/28/2022	EFT	0.00	311.21	8769
0578	AMAZON CAPITAL SERVICES	02/04/2022	EFT	0.00	113.94	8813
0583	AMERICAN FAMILY LIFE ASSURANCE CO	02/04/2022	EFT	0.00	1,584.24	8814
0658	AP DESIGN	02/04/2022	EFT	0.00	35.00	8815
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	01/28/2022	EFT	0.00	81.95	8770
0630	ARCTIC GLACIER	01/28/2022	Regular	0.00	61.98	120615
0630	ARCTIC GLACIER	02/04/2022	Regular	0.00	116.46	120657
0629	ARNOLD MOTOR SUPPLY	01/28/2022	Regular	0.00	81.67	120616
5447	ARTISAN BEER COMPANY	01/28/2022	Regular	0.00	1,165.20	120617
5447	ARTISAN BEER COMPANY	02/04/2022	Regular	0.00	774.50	120658
6883	AT&T MOBILITY II LLC	01/28/2022	Regular	0.00	38.23	120618
0656	AVERA MARSHALL REGIONAL MED CTR	02/04/2022	Regular	0.00	186.30	120659
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	02/04/2022	EFT	0.00	7,290.00	8816
0688	BELLBOY CORPORATION	02/04/2022	EFT	0.00	4,896.70	8817
0689	BEND RITE FABRICATION INC	01/28/2022	Regular	0.00	5,057.00	120619
0699	BEVERAGE WHOLESALERS	01/28/2022	Regular	0.00	20,735.00	120620
0699	BEVERAGE WHOLESALERS	02/04/2022	Regular	0.00	34,878.40	120660
0704	BIKE SHOP	01/28/2022	EFT	0.00	198.97	8771
0707	BISBEE PLUMBING AND HEATING INC	01/28/2022	Regular	0.00	1,964.22	120621
0707	BISBEE PLUMBING AND HEATING INC	02/04/2022	Regular	0.00	444.00	120661
6943	BLOMME, ZACHARY AND JENESSA	02/04/2022	Regular	0.00	300.00	120662
0726	BORCHS SPORTING GOODS	02/04/2022	EFT	0.00	64.00	8818
0018	BORDER STATES ELECTRIC SUPPLY	01/28/2022	EFT	0.00	89.05	8772
0018	BORDER STATES ELECTRIC SUPPLY	02/04/2022	EFT	0.00	55.22	8819
4457	BREAKTHRU BEVERAGE	01/28/2022	Regular	0.00	3,506.85	120622
4457	BREAKTHRU BEVERAGE	02/04/2022	Regular	0.00	3,725.63	120663
6937	BRUCE W. CHRISTOPHERSON	01/28/2022	Regular	0.00	725.00	120625
6791	CAPITAL ONE	01/28/2022	Regular	0.00	235.67	120626
6791	CAPITAL ONE	02/04/2022	Regular	0.00	274.92	120666
0799	CARLOS CREEK WINERY	01/28/2022	Regular	0.00	582.00	120627
0802	CARLSON & STEWART REFRIG INC	02/04/2022	EFT	0.00	721.07	8820
4138	CARRON NET CO., INC.	02/04/2022	Regular	0.00	789.00	120667
0815	CATTOOR OIL COMPANY INC	01/28/2022	EFT	0.00	91.42	8773
0815	CATTOOR OIL COMPANY INC	02/04/2022	EFT	0.00	2,478.40	8821
0818	CAUWELS, ROGER	01/28/2022	EFT	0.00	20.00	8774
6349	CHAMPAGNE, TIM	01/28/2022	EFT	0.00	164.99	8775
5733	CLARITY TELECOM, LLC	01/28/2022	EFT	0.00	2,847.34	8776
0875	COMPUTER MAN INC	02/04/2022	EFT	0.00	95.00	8822
0919	CRYSTEEL	02/04/2022	EFT	0.00	1,104.44	8823
0934	D & G EXCAVATING INC	01/28/2022	EFT	0.00	720.00	8777
3819	DACOTA PAPER CO	01/28/2022	EFT	0.00	441.65	8778
3819	DACOTA PAPER CO	02/04/2022	EFT	0.00	1,559.15	8824
0975	DEPUTY REGISTRAR #32	02/04/2022	Regular	0.00	1,328.25	120668
6589	DOG WASTE DEPOT	01/28/2022	EFT	0.00	483.42	8779
5731	DOLL DISTRIBUTING	01/28/2022	EFT	0.00	14,194.20	8780
5731	DOLL DISTRIBUTING	02/04/2022	EFT	0.00	8,272.80	8825
6700	EYEMED VISION CARE	02/04/2022	Regular	0.00	498.36	120678

Council Check Report

Date Range: 01/28/2022 - 02/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1090	FASTENAL COMPANY	01/28/2022	EFT	0.00	88.68	8781
1090	FASTENAL COMPANY	02/04/2022	EFT	0.00	906.15	8826
4656	FINANCE & COMMERCE	01/28/2022	EFT	0.00	377.60	8782
4656	FINANCE & COMMERCE	02/04/2022	EFT	0.00	377.60	8827
6832	FIRST DAKOTA NATIONAL BANK	01/28/2022	Regular	0.00	29,649.84	120628
4805	FURTHER	02/04/2022	Bank Draft	0.00	9,491.91	DFT0001444
4805	FURTHER	02/04/2022	Bank Draft	0.00	6,937.92	DFT0001449
4805	FURTHER	02/03/2022	Bank Draft	0.00	312.52	DFT0001454
6770	GALLAGHER BENEFIT SERVICES, INC	01/28/2022	EFT	0.00	762.50	8783
1167	GENESIS LAMP CORP.	01/28/2022	Regular	0.00	555.61	120629
6478	GOPHER STATE ONE CALL	01/28/2022	EFT	0.00	50.00	8784
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	01/28/2022	Regular	0.00	154.98	120630
1201	GRAINGER INC	01/28/2022	EFT	0.00	33.96	8785
3760	GROWMARK INC.	01/28/2022	EFT	0.00	966.90	8786
1243	HARDWARE HANK	02/04/2022	EFT	0.00	10.99	8828
4520	HARRISON TRUCK CENTERS	01/28/2022	EFT	0.00	79.05	8787
4520	HARRISON TRUCK CENTERS	02/04/2022	EFT	0.00	13.84	8829
1247	HARTS HEATING & REFRIGERATION INC	01/28/2022	Regular	0.00	1,262.88	120631
1256	HAWKINS INC	01/28/2022	EFT	0.00	14,184.45	8788
1256	HAWKINS INC	02/04/2022	EFT	0.00	7,093.83	8830
5408	HERITAGE POINTE PARTNERS LLC	01/28/2022	Regular	0.00	25,123.28	120632
6938	HOLLY LAMOTE	01/28/2022	Regular	0.00	85.00	120633
1311	HYVEE FOOD STORES INC	02/04/2022	Regular	0.00	65.84	120682
1325	ICMA RETIREMENT TRUST #300877	02/04/2022	Regular	0.00	50.00	120683
1358	INTERNAL REVENUE SERVICE	02/04/2022	Bank Draft	0.00	26,510.02	DFT0001450
1358	INTERNAL REVENUE SERVICE	02/04/2022	Bank Draft	0.00	22,864.31	DFT0001451
1358	INTERNAL REVENUE SERVICE	02/04/2022	Bank Draft	0.00	8,083.42	DFT0001452
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/28/2022	Regular	0.00	9,695.13	120634
1399	JOHNSON BROTHERS LIQUOR COMPANY	02/04/2022	Regular	0.00	19,184.21	120684
5739	KELLEHER, KEVIN	02/04/2022	Regular	0.00	190.00	120687
5095	KIBBLE EQUIPMENT	01/28/2022	EFT	0.00	52.02	8789
6944	KIRI ANN FAUL	02/04/2022	Regular	0.00	650.00	120688
4140	KRUSE FORD-LINCOLN-MERCURY, INC	01/28/2022	Regular	0.00	654.20	120636
1480	LAW ENFORCEMENT LABOR SERVICE INC	02/04/2022	EFT	0.00	1,235.00	8831
5606	LEGALSHIELD	02/04/2022	Regular	0.00	101.65	120689
1508	LOCKWOOD MOTORS INC.	01/28/2022	Regular	0.00	100.81	120637
1508	LOCKWOOD MOTORS INC.	02/04/2022	Regular	0.00	5,108.27	120690
6858	LYNCH, MICHAEL	01/28/2022	Regular	0.00	600.00	120638
1531	LYON COUNTY AUDITOR-TREASURER	02/04/2022	EFT	0.00	1,917.23	8832
1546	LYON COUNTY HISTORICAL SOCIETY	02/04/2022	Regular	0.00	6,138.00	120691
1548	LYON COUNTY LANDFILL	02/04/2022	EFT	0.00	76.00	8833
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	02/04/2022	EFT	0.00	1,005.96	8834
3799	MARSHALL BOY'S BASKETBALL BOOSTERS	02/04/2022	Regular	0.00	1,000.00	120692
1616	MARSHALL CONVENTION & VISITORS BUREAU	02/04/2022	EFT	0.00	7,000.00	8835
6018	MARSHALL M CLUB	01/28/2022	Regular	0.00	652.50	120639
1633	MARSHALL MUNICIPAL UTILITIES	01/28/2022	EFT	0.00	10,216.26	8790
1633	MARSHALL MUNICIPAL UTILITIES	02/04/2022	EFT	0.00	63,980.00	8836
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	02/04/2022	EFT	0.00	6.17	8837
1649	MARSHALL TRUCK SALVAGE INC.	02/04/2022	Regular	0.00	30.00	120693
1695	MEIER ELECTRIC INC	01/28/2022	EFT	0.00	3,877.00	8791
4980	MENARDS INC	01/28/2022	Regular	0.00	270.29	120640
4980	MENARDS INC	02/04/2022	Regular	0.00	134.58	120694
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	02/04/2022	EFT	0.00	75.00	8838
3669	MINNESOTA STATE RETIREMENT SYSTEM	02/04/2022	Bank Draft	0.00	8,809.03	DFT0001447
1839	MINNESOTA VALLEY TESTING LABS INC	02/04/2022	EFT	0.00	158.40	8839
1757	MN CHILD SUPPORT PAYMENT CENTER	02/04/2022	Bank Draft	0.00	356.25	DFT0001442
1757	MN CHILD SUPPORT PAYMENT CENTER	02/04/2022	Bank Draft	0.00	287.49	DFT0001443
4095	MN DEPT OF PUBLIC SAFETY	01/28/2022	Regular	0.00	25.00	120641
1002	MN DNR	01/28/2022	Regular	0.00	140.00	120642
1818	MN REVENUE	02/04/2022	Bank Draft	0.00	10,767.14	DFT0001453
1824	MN STATE FIRE CHIEFS ASSOCIATION	02/04/2022	Regular	0.00	15.00	120695

Council Check Report

Date Range: 01/28/2022 - 02/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1890	MUNICIPAL CODE CORPORATION	01/28/2022	EFT	0.00	4,600.00	8792
1894	MURRAY'S AUTO GLASS	02/04/2022	Regular	0.00	115.00	120696
2512	NATIONWIDE RETIREMENT	02/04/2022	Bank Draft	0.00	200.00	DFT0001437
2513	NATIONWIDE RETIREMENT-FIRE	02/04/2022	Bank Draft	0.00	30.66	DFT0001438
1923	NCPERS MN GROUP LIFE INS.	02/04/2022	EFT	0.00	256.00	8840
1945	NORMS GTC	01/28/2022	Regular	0.00	56.70	120643
1945	NORMS GTC	02/04/2022	Regular	0.00	269.32	120697
1986	NORTH CENTRAL INTERNATIONAL, INC	01/28/2022	EFT	0.00	14.20	8793
5891	ONE OFFICE SOLUTION	01/28/2022	EFT	0.00	13.50	8794
5891	ONE OFFICE SOLUTION	02/04/2022	EFT	0.00	138.45	8841
3809	O'REILLY AUTOMOTIVE STORES, INC	02/04/2022	EFT	0.00	19.47	8842
2019	PAUSTIS WINE COMPANY	01/28/2022	Regular	0.00	2,678.50	120644
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	01/28/2022	EFT	0.00	47.40	8795
2028	PERA OF MINNESOTA REG	02/04/2022	Bank Draft	0.00	52,823.56	DFT0001445
2036	PHILLIPS WINE AND SPIRITS INC	01/28/2022	Regular	0.00	5,358.26	120645
2036	PHILLIPS WINE AND SPIRITS INC	02/04/2022	Regular	0.00	12,971.06	120698
2049	PLUNKETTS PEST CONTROL INC	02/04/2022	EFT	0.00	41.76	8843
3557	POMP'S TIRE SERVICE, INC.	01/28/2022	EFT	0.00	67.08	8796
2064	POWERPLAN	01/28/2022	Regular	0.00	774.34	120647
2064	POWERPLAN	02/04/2022	Regular	0.00	359.51	120702
6166	PULVER MOTOR SVC, LLC	01/28/2022	EFT	0.00	320.00	8797
2096	QUARNSTROM & DOERING, PA	01/28/2022	EFT	0.00	27.47	8798
2096	QUARNSTROM & DOERING, PA	02/04/2022	EFT	0.00	11,369.42	8844
6941	RAPID RESPONSE PLUMBING	02/04/2022	Regular	0.00	400.00	120703
6365	RJM DISTRIBUTING, INC	01/28/2022	Regular	0.00	276.50	120648
2186	ROGGE EXCAVATING	01/28/2022	Regular	0.00	990.00	120649
5867	ROUND LAKE VINEYARDS & WINERY	01/28/2022	EFT	0.00	480.00	8799
2201	RUNNINGS SUPPLY INC	01/28/2022	EFT	0.00	173.58	8800
2201	RUNNINGS SUPPLY INC	02/04/2022	EFT	0.00	20.74	8845
6928	SIGN SOLUTIONS USA, LLC	01/28/2022	Regular	0.00	3,696.90	120650
4855	SOUTHERN GLAZER'S OF MN	01/28/2022	EFT	0.00	14,241.94	8801
4855	SOUTHERN GLAZER'S OF MN	02/04/2022	EFT	0.00	8,567.49	8846
2311	SOUTHWEST GLASS CENTER	02/04/2022	EFT	0.00	89.62	8847
6939	SPORTS IMPORTS	01/28/2022	Regular	0.00	59.00	120651
4522	ST LOUIS MRO INC.	02/04/2022	Regular	0.00	24.50	120704
2349	STAN HOUSTON EQUIPMENT COMPANY INC	02/04/2022	Regular	0.00	445.00	120705
5686	STANTON, TROY	02/04/2022	Regular	0.00	99.00	120706
2373	STREICHERS	01/28/2022	EFT	0.00	298.97	8802
6706	SUN LIFE FINANCIAL	02/04/2022	EFT	0.00	1,609.04	8848
3315	SUSSNER CONSTRUCTION	02/04/2022	EFT	0.00	8,220.00	8850
2395	SWEDE'S SERVICE CENTER	01/28/2022	Regular	0.00	176.89	120652
2395	SWEDE'S SERVICE CENTER	02/04/2022	Regular	0.00	73.58	120707
6942	SWENSON, JAMES R. AND TEAH	02/04/2022	Regular	0.00	300.00	120708
0147	TAHER FOOD SERVICE	01/28/2022	Regular	0.00	84.00	120653
6277	TALKING WATERS BREWING CO, LLC	02/04/2022	EFT	0.00	990.00	8851
4734	TESSMAN COMPANY	02/04/2022	EFT	0.00	1,590.84	8852
4048	THOMSEN, MIKE	01/28/2022	Regular	0.00	39.98	120654
2428	TITAN MACHINERY	01/28/2022	EFT	0.00	195.00	8803
2428	TITAN MACHINERY	02/04/2022	EFT	0.00	1,057.15	8853
2429	TKDA	01/28/2022	EFT	0.00	1,750.00	8804
6156	TRUE BRANDS	02/04/2022	EFT	0.00	540.95	8854
6510	TX CHILD SUPPORT, SDU	01/28/2022	Regular	0.00	45.21	120655
5106	ULINE	02/04/2022	EFT	0.00	430.90	8855
6126	UNITED COMMUNITY ACTION PARTNERSHIP	01/28/2022	EFT	0.00	53,446.18	8805
4402	UPS	01/28/2022	Regular	0.00	12.26	120656
2511	USA BLUE BOOK	02/04/2022	EFT	0.00	167.08	8856
3443	VALIC DEFERRED COMP	02/04/2022	Bank Draft	0.00	941.61	DFT0001439
3443	VALIC DEFERRED COMP	02/04/2022	Bank Draft	0.00	57.76	DFT0001440
3443	VALIC DEFERRED COMP	02/04/2022	Bank Draft	0.00	1,705.77	DFT0001441
6901	VAN METER INC	02/04/2022	Regular	0.00	847.19	120709
6509	VAST BROADBAND	02/04/2022	Regular	0.00	400.00	120710

Council Check Report

Date Range: 01/28/2022 - 02/07/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4489	VERIZON WIRELESS	01/28/2022	EFT	0.00	1,747.42	8806
2538	VIKING COCA COLA BOTTLING COMPANY	01/28/2022	EFT	0.00	217.85	8807
2538	VIKING COCA COLA BOTTLING COMPANY	02/04/2022	EFT	0.00	177.55	8857
4594	VINOUCPIA	01/28/2022	EFT	0.00	420.00	8808
4594	VINOUCPIA	02/04/2022	EFT	0.00	2,309.25	8858
6085	VOYA - INVESTORS CHOICE	02/04/2022	Bank Draft	0.00	2,290.36	DFT0001448
2605	WINE MERCHANTS	02/04/2022	Regular	0.00	1,970.23	120711
2624	YMCA	02/04/2022	Regular	0.00	70.00	120712
2632	ZIEGLER INC	01/28/2022	EFT	0.00	1,879.48	8809
2632	ZIEGLER INC	02/04/2022	EFT	0.00	3,680.51	8859

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	240	77	0.00	219,976.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	17	0.00	152,469.73
EFT's	190	92	0.00	293,047.38
	447	186	0.00	665,493.30

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	240	77	0.00	219,976.19
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	17	0.00	152,469.73
EFT's	190	92	0.00	293,047.38
	447	186	0.00	665,493.30

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	1/2022	258,381.09
999	POOLED CASH FUND	2/2022	407,112.21
			665,493.30

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

2/8/2022

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	(26,609.74)	14,047,690.26	4,099,265.87	6,918,924.06	3,029,500.33	-	-	100.00%
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	695,744.00	5,725,944.00		3,039,722.04	2,661,221.93	15,664.80	9,335.23	99.84%
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kuechle Underground	849,244.50		849,244.50			779,179.36	41,009.44	29,055.70	96.58%
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	31,330.31	1,955,930.76			1,859,801.49	-	96,129.27	95.09%
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10			109,320.20	5,753.70	260,585.20	30.63%
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50		229,255.50					229,255.50	0.00%
AP-005	101-43400-55120	10/12/2021	A/D Building Roof Repair	Gag Sheet Metal, Inc.	37,200.00		37,200.00					37,200.00	0.00%
					<u>22,520,459.55</u>	<u>700,464.57</u>	<u>23,220,924.12</u>	<u>4,099,265.87</u>	<u>9,958,646.10</u>	<u>8,439,023.31</u>	<u>0.00</u>	<u>62,427.94</u>	<u>661,560.90</u>

Meeting Date:	Tuesday, February 8, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-006: RRFB School Pedestrian Crossing Improvements Project - Consider Authorization to Advertise for Bids.
Background Information:	<p>Project ST-006: Rectangular Rapid Flashing Beacon (RRFB) School Pedestrian Crossing Improvements Project proposes the following improvements for select locations at the Marshall Middle School, Southview Elementary School, Parkside Elementary School, and True Light Christian School:</p> <ul style="list-style-type: none"> - Sidewalk ramp improvements and associated sidewalk improvements where necessary for ADA-compliance. - Speed limit flasher system (DSD): includes a posted speed limit when flashing and a radar feedback sign to display driver speed. The DSD install will identify the school zone area on either side of the school crossing area, as well as identify the speed limit when the zone is in effect. The power requirements will be met with a solar array and battery. - Pedestrian crosswalk flasher system (RRFB): includes a crosswalk sign with a pedestrian-activated rectangular rapid flashing beacon (RRFB). The crosswalk flasher system will be installed at select locations where the schools prefer to see crossing occur. The power requirements will be met with a solar array and battery. - Concrete refuge island (median): because all locations have a two-way left turn lane (TWLTL) striping configuration, city staff believes it is prudent to install center islands for pedestrian refuge and safety. This also allows for a crosswalk flasher system (RRFB) to be installed in the center of the road in addition to behind perimeter curbs; this further attracts a driver's attention. The True Light Christian School location is the only location that is not proposed to receive a median with this project. MnDOT will install in 2025 with the College Drive Reconstruction project. <p>At the Public Improvement/Transportation Committee meeting on November 22, 2021, motion by Lozinski, seconded by Labat to recommend approval of the project to the City Council. All voted in favor.</p>
Fiscal Impact:	The project is included in the 2022 capital improvement plan (CIP). The City was awarded a Transportation Alternatives Grant (TA Grant) in the amount of \$339,840 for this project. The TA Grant consists of an 80-20 split; the local matching dollars are to be split by each participating school and the City of Marshall.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the City Council authorize the advertisement for bids for Project ST-006: Rectangular Rapid Flashing Beacon (RRFB) School Pedestrian Crossing Improvements Project.

State Of Minnesota – S.P. 139–591–001

City of Marshall, Minnesota

Project Number ST-006

Construction Plans for Sidewalk, Curb and Gutter, Signs and Miscellaneous Work

School Pedestrian Crossing Signage and Improvements Project

Various Locations in SECTIONS 3, 4, 9, 10 T111N, R41W

MN Proj. No.

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantities
3	Construction Notes
4	Median Details
5 - 6	Signing Details
7	Storm Water Pollution Prevention Plan Details
8	Traffic Control Details
9 - 10	Traffic Control Layouts
11 - 12	Removal Sheets
13 - 17	Plan Sheets
18 - 23	Pedestrian Curb Ramp Details
24 - 27	Driveway and Sidewalk Details

THIS PLAN CONTAINS 27 SHEETS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSE PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

APPROVED: JASON R. ANDERSON, P.E. DATE: _____
REG NO 53322

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE: _____
REG NO 53322

DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY DATE: _____

APPROVED FOR FEDERAL AND STATE AID FUNDING: STATE AID ENGINEER DATE: _____

LEGEND

ALIGNMENT STATIONS	_____
EXISTING GAS LINE	_____
EXISTING COMMUNICATION LINE	_____
EXISTING FIBER LINE	— FIB — FIB —
EXISTING UNDERGROUND POWER	_____
EXISTING STREET LIGHT	⊙
EXISTING CATCH BASIN	□
EXISTING STORM MANHOLE	⊙
EXISTING SANITARY MANHOLE	⊙
EXISTING HYDRANT	⊙
EXISTING WATER VALVE	⊙
NEW CATCH BASIN	□
NEW HYDRANT	⊙
NEW WATER VALVE	⊙
NEW SANITARY MANHOLE	⊙
NEW STORM MANHOLE	⊙
BENCHMARK TOP NUT HYDRANT	⊙

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

PROJECT LENGTH

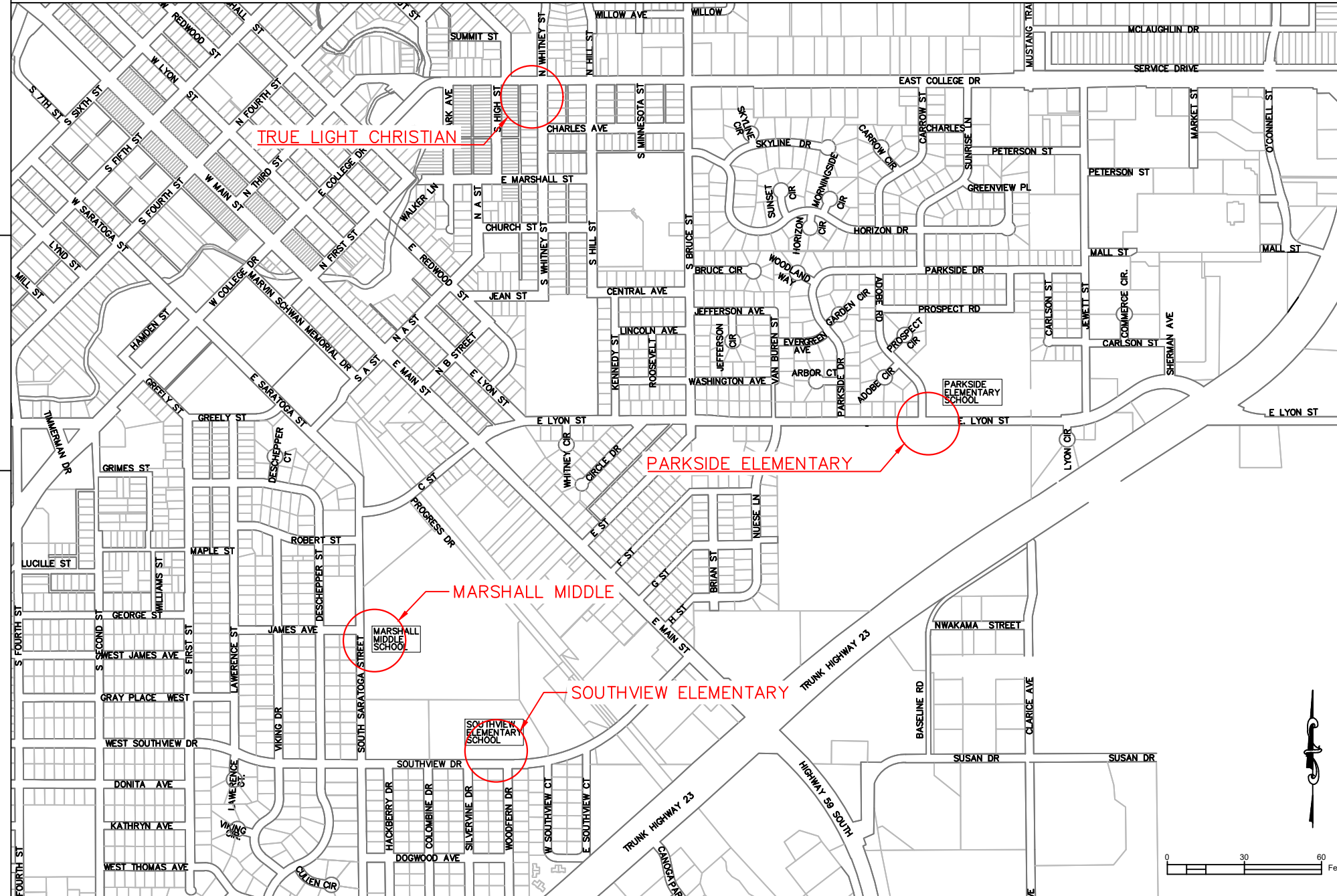
GROSS LENGTH TRUE LIGHT CHRISTIAN	3504	FEET	0.66	MILES
GROSS LENGTH MARSHALL MIDDLE	659	FEET	0.13	MILES
GROSS LENGTH SOUTHVIEW ELEMENTARY	662	FEET	0.13	MILES
GROSS LENGTH PARKSIDE ELEMENTARY	1173	FEET	0.22	MILES
EXCEPTIONS	0	FEET	0	MILES
NET LENGTH	5998	FEET	1.14	MILES

DESIGN DATA

DESIGN SPEED 30 MPH STOPPING SIGHT DISTANCE BASED ON 3.5' HEIGHT OF EYE 0.5' HEIGHT OF OBJECT

SCALES

PLAN	N.T.S.
PROFILE	N/A
INDEX MAP	N.T.S.
GENERAL LAYOUT	VAR.



DESIGNED BY: J.L.D.
DRAWN BY: J.L.D.
Item 12. A
N.T.S.

DATE	REVISIONS	INIT.



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

SCHOOL PED. CROSSING SIGNAGE AND IMPROVEMENTS

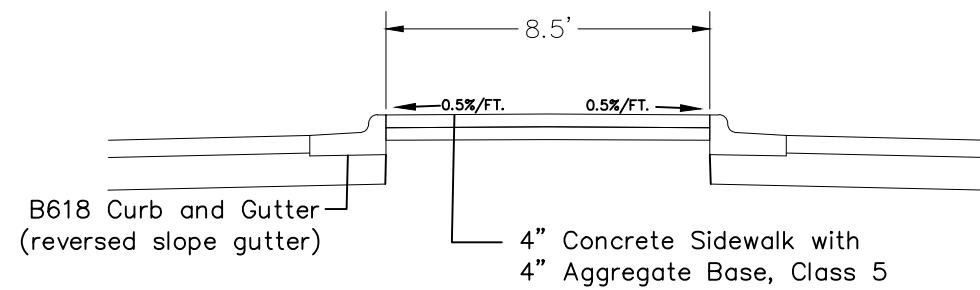
TITLE SHEET

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. SP 139-591-001	SHEET NO. Page 64

Proposed Typical Section

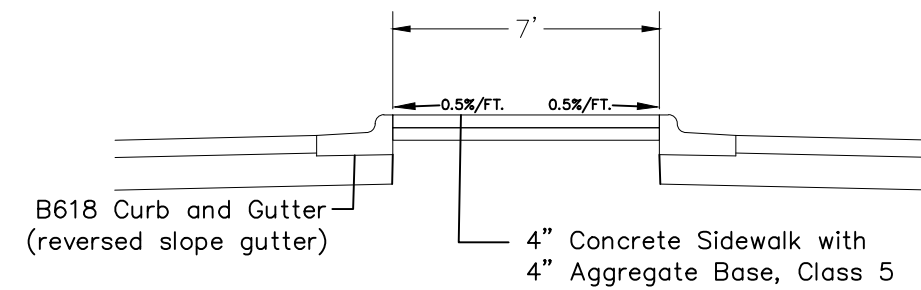
Profile Across Median

Marshall Middle
Southview Elementary



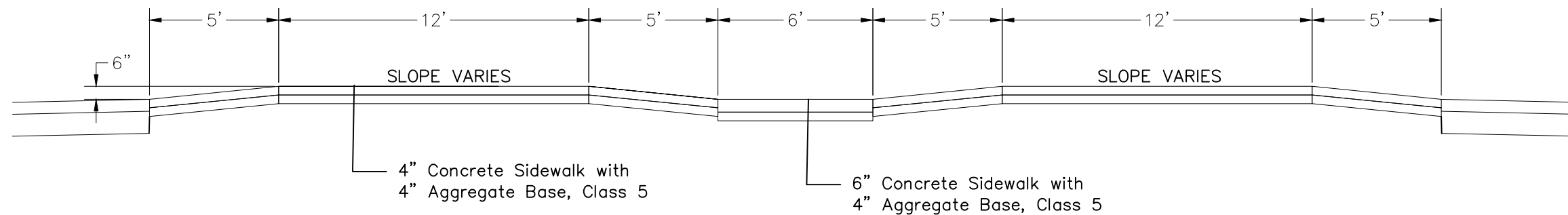
Not to Scale

Parkside Elementary




Not to Scale

Profile Along Median



Not to Scale

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 12.			
N/A			


MARSHALL
 ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

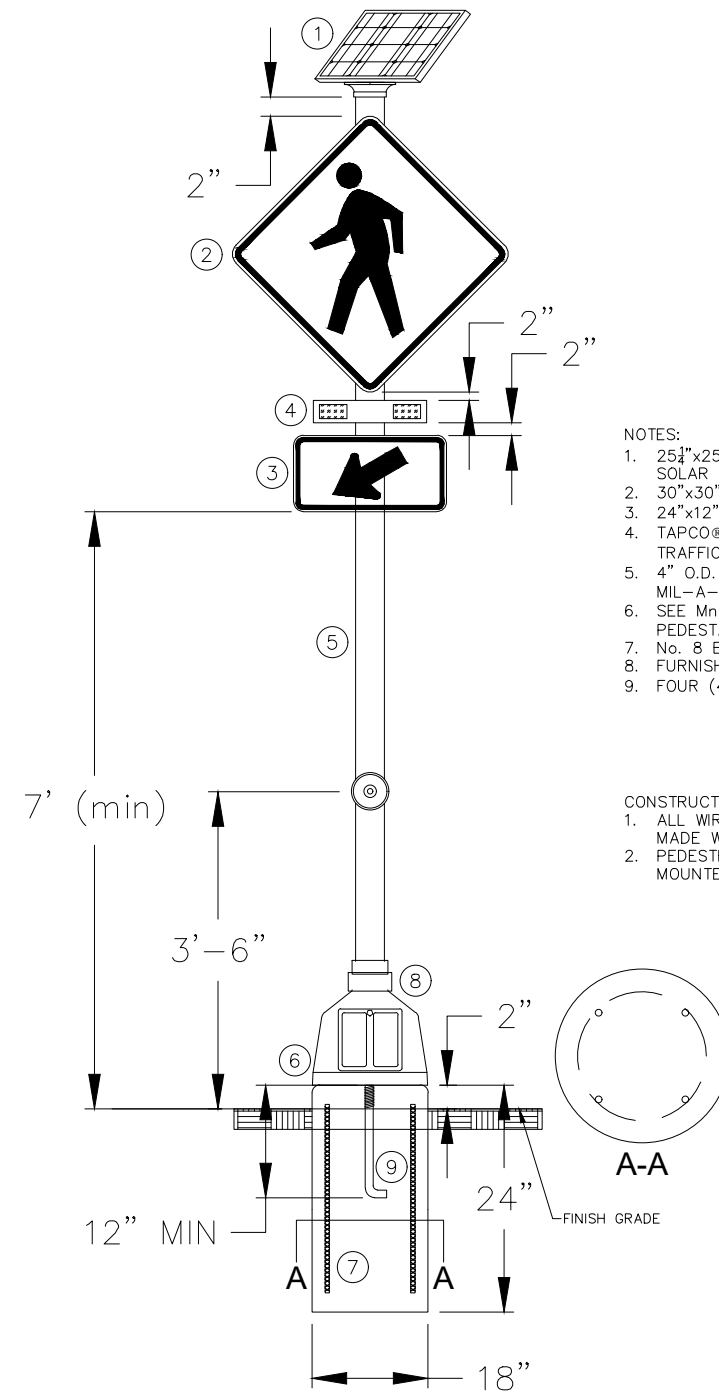
PEDESTRIAN CROSSING IMPROVEMENTS
 REFUGE ISLAND MEDIAN DETAILS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	SH Page 65

Signing Detail

PEDESTRIAN CROSSWALK FLASHER SYSTEM (RRFB) DETAIL



- NOTES:
1. 25 1/4" x 25 3/4" (OR APPROVED EQUAL) 55W/12V SOLAR PANEL MOUNTED AT 45°-60° SOLAR PANEL TO BE POSITIONED FACING SOUTH WITH 50Ah 12V BATTERY
 2. 30" x 30" W11-2 YELLOW
 3. 24" x 12" W16-7P(L or R) YELLOW
 4. TAPCO® LED RECTANGULAR RAPID-FLASH BEACON (RRFB) WITH BEACON FACING TRAFFIC (OR APPROVED EQUAL)
 5. 4" O.D. SCHEDULE 40 ALUMINUM POLE & BASE WITH ANODIC COATING AS PER MIL-A-8625C FOR TYPE II, CLASS 1 COATING.
 6. SEE Mn/DOT STANDARD PLATE No. 8122 "PEDESTAL AND PEDESTAL BASE" FOR PEDESTAL DETAILS.
 7. No. 8 BARS WILL BE USED FOR REINFORCING IN THE PEDESTAL BASE
 8. FURNISH AND INSTALL WIND COLLAR ASSEMBLY.
 9. FOUR (4) 3/4" DIA. ANCHOR RODS, NUTS AND WASHERS PER SPEC. 3385

- CONSTRUCTION NOTE:
1. ALL WIRING SHALL BE KEPT INSIDE THE POLE. POLE OPENINGS SHALL BE MADE WATER TIGHT USING APPROVED GASKETS, GROMMETS & SEALANT.
 2. PEDESTRIAN PUSH BUTTON, STROBE BAR & SOLAR PANEL SHALL BE MOUNTED PER MANUFACTURER SPEC. USING VANDAL PROOF HARDWARE.

System A		
Note	Quantity	Description
1	2	25 1/4" x 25 3/4" (Or Approved Equal) Solar Panel
2	2	30" x 30" W11-2 Yellow Sign
3	2	24" x 12" W16-7P(L) Yellow Sign
4	2	TAPCO® LED Rectangular Rapid-Flash Beacon (RRFB)
5	2	4" O.D. Sch 40 Aluminum Pole & Base w/ Anodic Coating

System A shall consist of 2 Pole/Sign assemblies. Both shall be with single sign assembly (W11-2, W16-7P, and RRFB) mounted facing the adjacent direction of traffic. Systems shall include controllers to activate flashing beacon on all signs at that location when any push button is activated.

System B		
Note	Quantity	Description
1	3	25 1/4" x 25 3/4" (Or Approved Equal) Solar Panel
2	4	30" x 30" W11-2 Yellow Sign
3	2	24" x 12" W16-7P(L) Yellow Sign
3	2	24" x 12" W16-7P(R) Yellow Sign
4	4	TAPCO® LED Rectangular Rapid-Flash Beacon (RRFB)
5	3	4" O.D. Sch 40 Aluminum Pole & Base w/ Anodic Coating

System B shall consist of 3 Pole/Sign assemblies. Two shall be with single sign assembly (W11-2, W16-7P, and RRFB) mounted facing one direction of traffic. Third shall be a single pole with back-to-back sign assemblies facing both directions of traffic. Push button on the third shall be facing towards the pedestrian crossing location. Systems shall include controllers to activate flashing beacon on all signs at that location when any push button is activated.

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 12.			
N/A			


ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

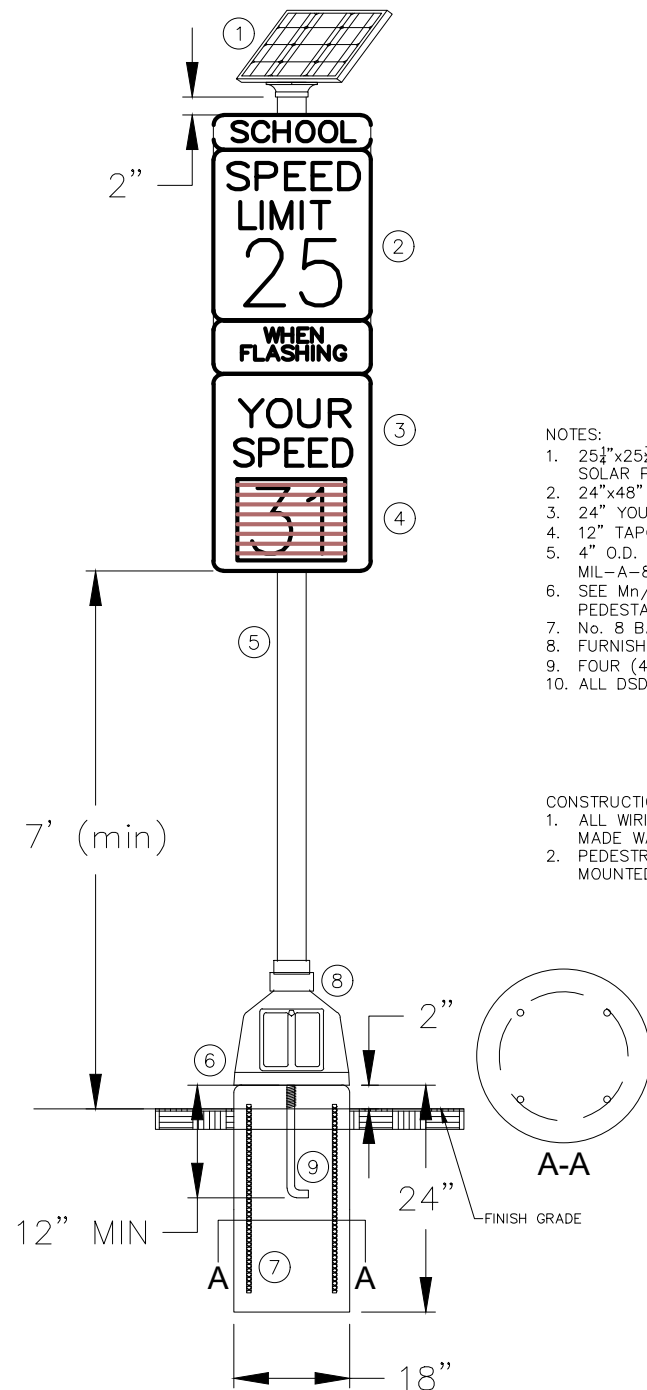
PEDESTRIAN CROSSING IMPROVEMENTS
 SIGNING DETAILS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: 00/00/21 LICENSE NO.: 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	Page 66

Signing Detail

SPEED LIMIT FLASHER SYSTEM (DSD) DETAIL



- NOTES:
1. 25 1/4" x 25 3/4" (OR APPROVED EQUAL) 85W/12V SOLAR PANEL MOUNTED AT 45°-60° SOLAR PANEL TO BE POSITIONED FACING SOUTH WITH 35Ah 12V BATTERY
 2. 24"x48" S5-1 WHITE WITH FLASHING LED (ONE SIDE OF POLE FACING TRAFFIC)
 3. 24" YOUR SPEED STATIC YELLOW (ONE SIDE OF POLE FACING TRAFFIC)
 4. 12" TAPCO@LED RADAR FEEDBACK SIGN PANEL (OR APPROVED EQUAL)
 5. 4" O.D. SCHEDULE 40 ALUMINUM POLE & BASE WITH ANODIC COATING AS PER MIL-A-8625C FOR TYPE II, CLASS 1 COATING.
 6. SEE Mn/DOT STANDARD PLATE No. 8122 "PEDESTAL AND PEDESTAL BASE" FOR PEDESTAL DETAILS.
 7. No. 8 BARS WILL BE USED FOR REINFORCING IN THE PEDESTAL BASE
 8. FURNISH AND INSTALL WIND COLLAR ASSEMBLY.
 9. FOUR (4) 3/4" DIA. ANCHOR RODS, NUTS AND WASHERS PER SPEC. 3385
 10. ALL DSD SYSTEMS SHALL INCLUDE ABILITY TO REMOTE ACTIVATE THE SYSTEMS.

- CONSTRUCTION NOTE:
1. ALL WIRING SHALL BE KEPT INSIDE THE POLE. POLE OPENINGS SHALL BE MADE WATER TIGHT USING APPROVED GASKETS, GROMMETS & SEALANT.
 2. PEDESTRIAN PUSH BUTTON, STROBE BAR & SOLAR PANEL SHALL BE MOUNTED PER MANUFACTURER SPEC. USING VANDAL PROOF HARDWARE.

System Details		
Note	Quantity	Description
1	2	25 1/4" x 25 3/4" (Or Approved Equal) Solar Panel
2	2	24" x 48" S5-1 White Sign w/ Flashing LED
3	2	24" Your Speed Static Yellow Sign
4	2	12" TAPCO LED Radar Feedback Sign Panel (or approved equal)
5	2	4" O.D. Sch 40 Aluminum Pole & Base w/ Anodic Coating
6	2	24" x 30" S5-3 White Sign on Square Tubing Post

System shall consist of 4 Pole/Sign assemblies. 2 Pole assemblies will consist of the Dynamic Speed Display (as shown). Remaining 2 Pole assemblies will be the S5-3 sign on square tubing post. Both shall assemblies will have signs mounted facing the adjacent direction of traffic.

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 12.			
N/A			


ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS
SIGNING DETAILS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: 00/00/21 LICENSE NO.: 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	SH Page 67

True Light Christian – Installation

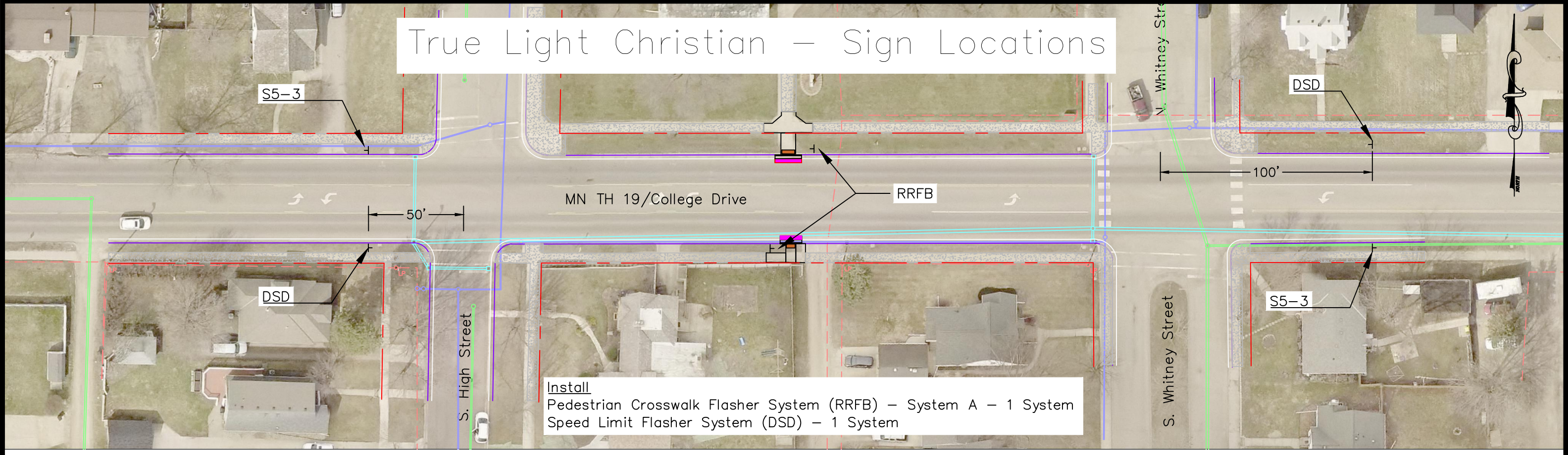
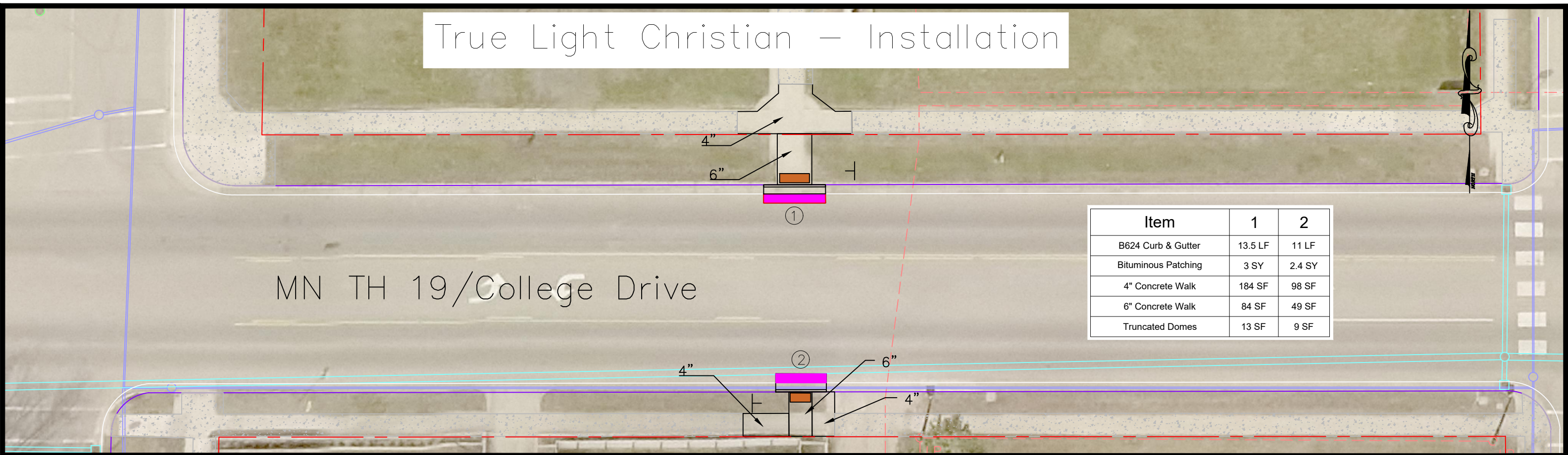
MN TH 19/College Drive

Item	1	2
B624 Curb & Gutter	13.5 LF	11 LF
Bituminous Patching	3 SY	2.4 SY
4" Concrete Walk	184 SF	98 SF
6" Concrete Walk	84 SF	49 SF
Truncated Domes	13 SF	9 SF

True Light Christian – Sign Locations

MN TH 19/College Drive

Install
 Pedestrian Crosswalk Flasher System (RRFB) – System A – 1 System
 Speed Limit Flasher System (DSD) – 1 System



DESIGNED BY: J.L.D.
DRAWN BY: J.L.D.
Item 12.
N.T.S.

DATE	REVISIONS	INIT.



ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS

PLAN – TRUE LIGHT CHRISTIAN

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

DATE 00/00/21 LICENSE NO. 53322

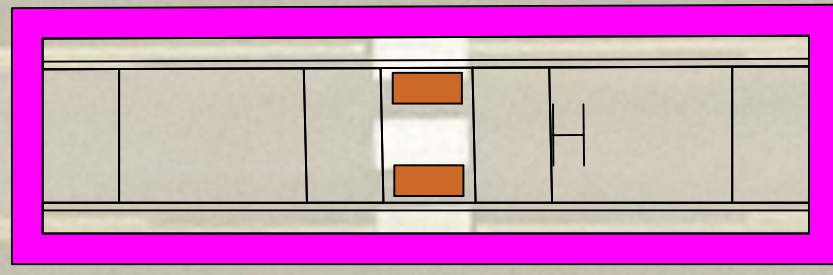
CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	Page 68

Marshall Middle – Installation

Existing MMU Electric

Existing MMU Water

Saratoga Street



- Install
- B618 Curb & Gutter = 100 LF
- Bituminous Patch = 29.6 SY
- 4" Concrete Walk = 392 SF
- 6" Concrete Walk = 51 SF
- Truncated Domes = 18 SF

Marshall Middle – Sign Locations

S5-3

DSD

RRFB – 1 Sided

Saratoga Street

RRFB – 2 Sided

DSD

S5-3

- Install
- Pedestrian Crosswalk Flasher System (RRFB) – System B – 1 System
- Speed Limit Flasher System (DSD) – 1 System

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 12.			
N.T.S.			

ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS

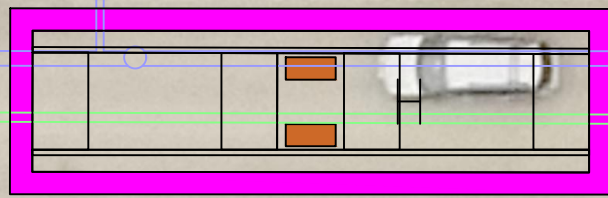
PLAN – MARSHALL MIDDLE

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

DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	Page 69

Southview Elementary – Installation



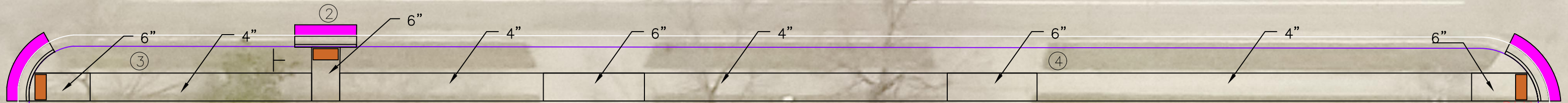
①

Existing MMU Water

Existing Sanitary Sewer

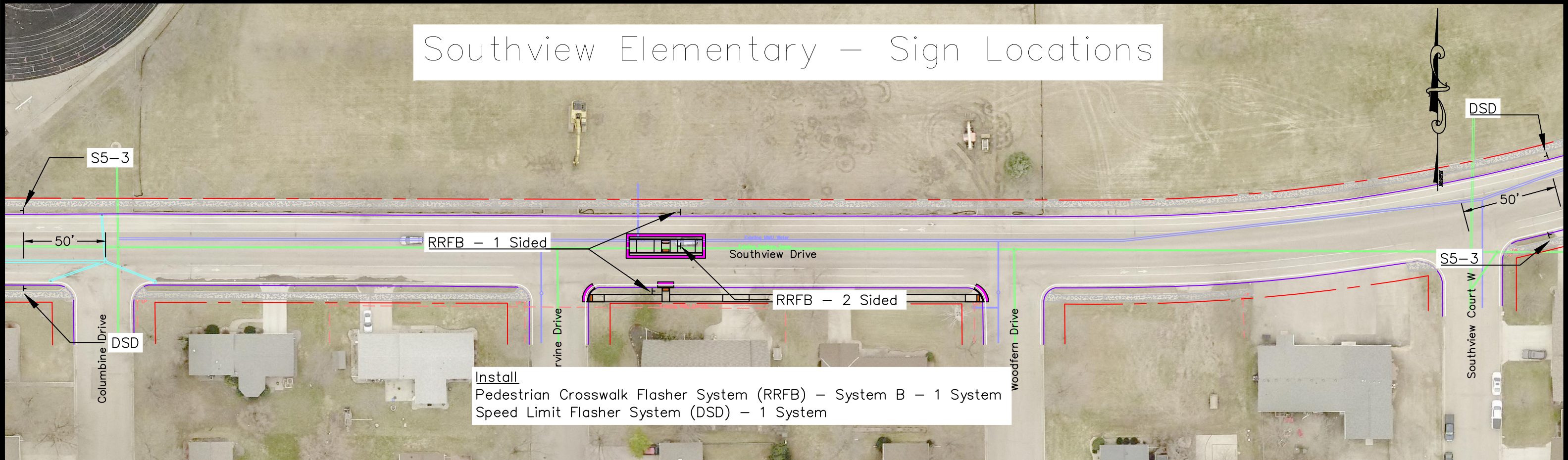
Southview Drive

Item	1	2	3	4
B618 Curb & Gutter	100 LF	11 LF	12 LF	12 LF
Bituminous Patching	32.1 SY	2.4 SY	2.7 SY	2.7 SY
4" Concrete Walk	392 SF	0	198 SF	837 SF
6" Concrete Walk	51 SF	49 SF	53 SF	56 SF
6" Concrete Driveway Pavement	0	0	0	18.9 SY
Truncated Domes	18 SF	9 SF	9 SF	9 SF



Existing MMU Electric

Southview Elementary – Sign Locations



Install
 Pedestrian Crosswalk Flasher System (RRFB) – System B – 1 System
 Speed Limit Flasher System (DSD) – 1 System

DESIGNED BY: J.L.D.
DRAWN BY: J.L.D.
Item 12.
N.T.S.

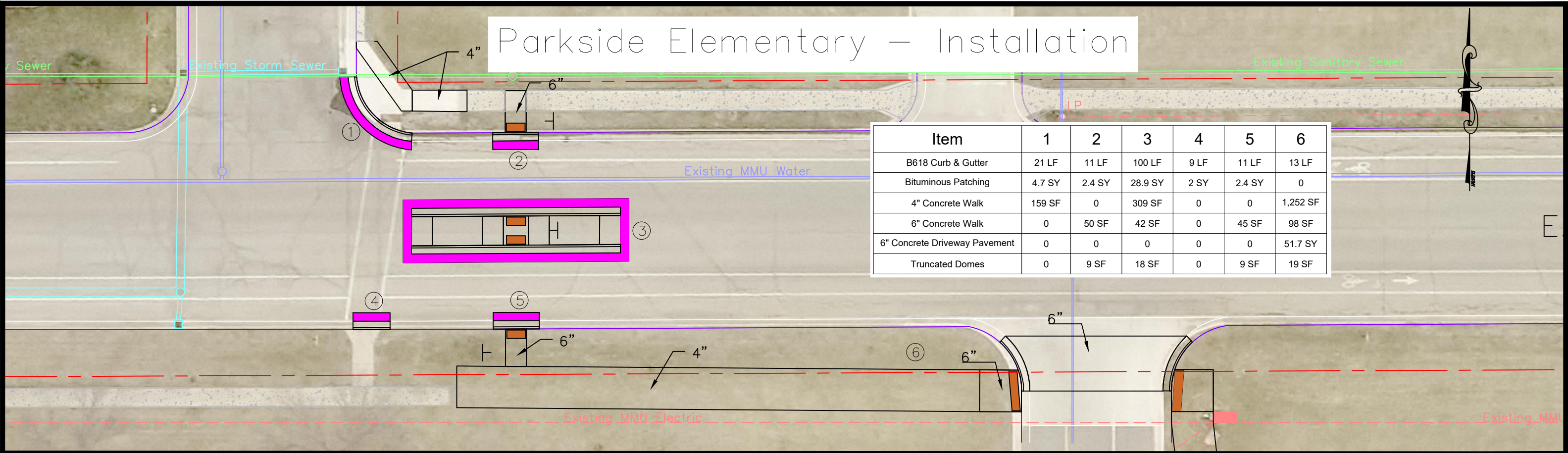
DATE	REVISIONS	INIT.

ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS
 PLAN – SOUTHVIEW ELEMENATARY

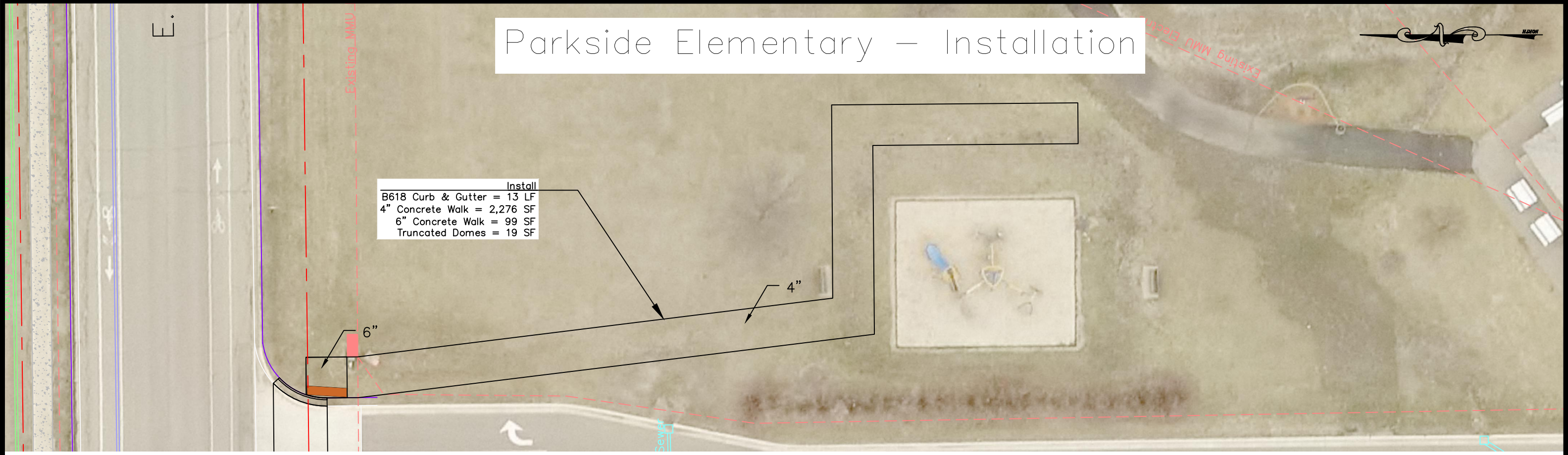
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	SH Page 70



Parkside Elementary – Installation

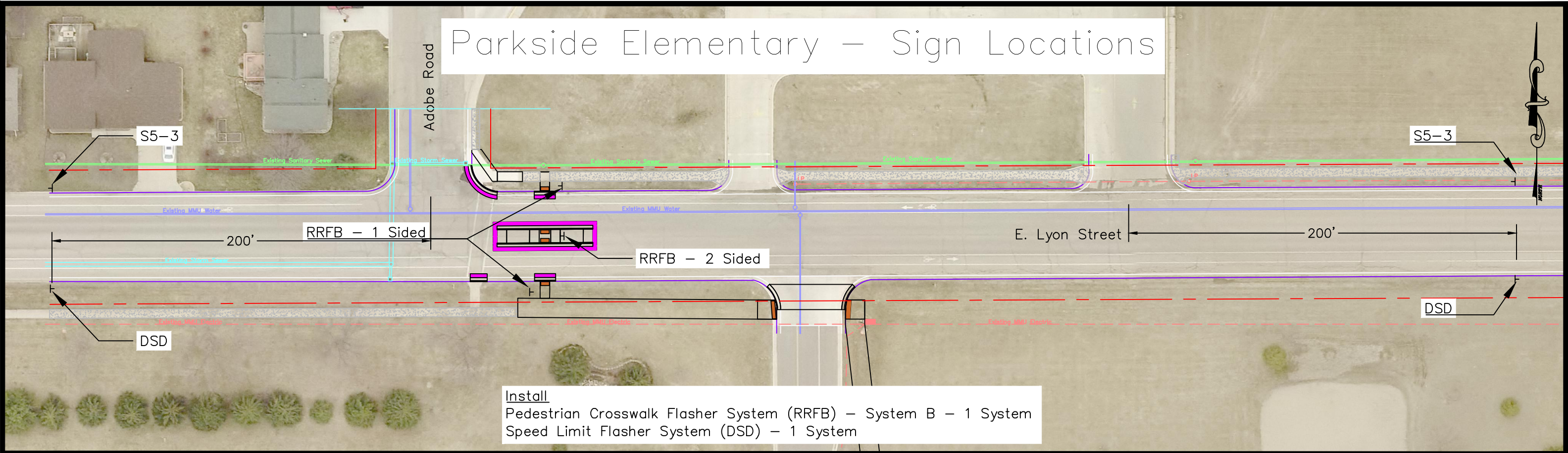
Item	1	2	3	4	5	6
B618 Curb & Gutter	21 LF	11 LF	100 LF	9 LF	11 LF	13 LF
Bituminous Patching	4.7 SY	2.4 SY	28.9 SY	2 SY	2.4 SY	0
4" Concrete Walk	159 SF	0	309 SF	0	0	1,252 SF
6" Concrete Walk	0	50 SF	42 SF	0	45 SF	98 SF
6" Concrete Driveway Pavement	0	0	0	0	0	51.7 SY
Truncated Domes	0	9 SF	18 SF	0	9 SF	19 SF



Parkside Elementary – Installation

Install
 B618 Curb & Gutter = 13 LF
 4" Concrete Walk = 2,276 SF
 6" Concrete Walk = 99 SF
 Truncated Domes = 19 SF

Parkside Elementary – Sign Locations



Install
 Pedestrian Crosswalk Flasher System (RRFB) – System B – 1 System
 Speed Limit Flasher System (DSD) – 1 System

DESIGNED BY: J.L.D.	DATE	REVISIONS	INIT.
DRAWN BY: J.L.D.			
Item 12.			
N.T.S.			



ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

PEDESTRIAN CROSSING IMPROVEMENTS
 PLAN – PARKSIDE ELEMENATARY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-006	DATE 11/03/2021
STATE AID PROJECT NO. 139-591-001	SH Page 72

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, February 8, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-009: W. Lyon Street/N. 3 rd Street Reconstruction Project - Consider authorization to request for proposals for Intersection Control Evaluation (ICE) and Project ST-009 consultant services.
Background Information:	<p>The above-referenced project is currently identified for 2023 in the City Capital Improvement Plan (CIP). The project limits include: W. Lyon Street (E. College Drive to N. 5th Street) N. 3rd Street (W. Main Street to W. Redwood Street).</p> <p>The proposed project includes the complete reconstruction of the street, curb, sidewalk, driveways, watermain, sanitary sewer, and storm sewer collection system. The street pavement and utilities are in poor condition and City staff believes a reconstruction is necessary.</p> <p>Brad Meulebroeck has expressed interest in making changes to the function of N. 3rd Street between W. Main Street and W. Lyon Street. After discussion with staff, his request would include Council considering of the following:</p> <ul style="list-style-type: none"> - Remove the signal light at the intersection of N. 3rd Street (City) and W. Main Street (MnDOT). This signal is currently owned and operated by MnDOT and any changes would need to be approved by MnDOT Traffic. - In lieu of traffic signal, the addition of an enhanced pedestrian crossing at the intersection of N. 3rd Street and W. Main Street, including a pedestrian refuge island and Rectangular Rapid Flashing Beacon (RRFB) signage. As this installation would be in MnDOT Right-of-Way, this installation would need to be approved by MnDOT Traffic. - Reconfiguration of N. 3rd Street from the existing two-way travel into a one-way street moving from Main Street to Lyon Street. - Narrowing of N. 3rd Street to accommodate several additional features including but not limited to: landscaping, string lighting, artwork, and sitting areas. <p>Staff has also considered the possibility of including some aesthetic and/or landscaping/hardscaping upgrades to the remaining blocks of the downtown project. Some of these upgrades may or may not include planter boxes, vegetative strips along the curb and at corners, and tree planting.</p> <p>With the scheduled timeline of construction in 2023, staff would like the Council to provide authorization to continue forward with the aid of an engineering consultant. Any proposed changes to W. Main Street/3rd intersection will require an Intersection</p>

	<p>Control Evaluation (ICE) report and coordination with the MnDOT District 8 office. Aesthetic features would likely require the services of a landscape architect to assist with the scoping and design of included features.</p> <p>At the Public Improvement/Transportation Committee meeting on January 25, 2022, there was a consensus from the Committee for staff to have further discussion with the Downtown Business Association and request a letter of support. City staff intends to take this step in the coming weeks.</p> <p>The purpose for this item coming to Council now is to receive full Council consideration for staff's process moving forward. If Council is agreeable to exploring the option of removing the traffic signal at Main/3rd Street, City staff believes that we need to begin this process as soon as possible. Staff is hopeful that changes could be made in 2023 if Council desired, but we are not entirely certain of MnDOT's timeframe for review, approval, and cost participation.</p> <p>Further, hiring a firm to help with aesthetic options will be critical if the downtown business community or City Council want these types of enhancements. City staff would plan to work with the Downtown Business Association and Chamber to help us manage input.</p>
<p>Fiscal Impact:</p>	<p>Staff does not have costs for landscaping efforts or ICE report for this project. All costs would be billed against the 2023 construction project. Once proposals are received, staff will be required to bring them back for Council consideration.</p>
<p>Alternative/ Variations:</p>	<p>No alternative actions recommended.</p>
<p>Recommendation:</p>	<p>that the Council authorize staff to request for proposals for ICE report at Main/3rd and consultant services for downtown aesthetic improvements.</p>



Item 13.



**PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258**

Rain Garden Example

W. Lyon/N. 3rd Reconstruct
(Alternative 2)

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

DATE _____ LICENSE NO. 53322

DATE
10/01/2021

DESIGNED BY
DRAWN BY JLD
REVISIONS:

PROJECT NO.
ST-009

Page 75

02 OF 04



Item 13.

MARSHALL

PUBLIC WORKS DIVISION
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

Rain Garden Example

W. Lyon/N. 3rd Reconstruct
 (Alternative 2)

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DATE _____ LICENSE NO. 53322

DATE
 10/01/2021

DESIGNED BY
 DRAWN BY JLD
 REVISIONS:

PROJECT NO.
 ST-009

Page 76
 03 OF 04







CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, February 8, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-023: W. Lyon Street (College to 1 st) Reconstruction Project - Consider Resolution Ordering Preparation of Report on Improvement.
Background Information:	<p>Attached please find the resolution necessary for the initiation of the special assessment procedures for the above-referenced project area and as shown on the attached map.</p> <p>The project limits include: W. Lyon Street (E. College Drive to N. 1st Street). The proposed project was originally included in the scope of the Z82 (N. 1st/Redwood/Marshall) Reconstruction Project constructed in 2021. In consideration of the unknown status regarding the potential development of the Block 11 property, the block of W. Lyon Street between E. College Drive and N. 1st Street was removed from the scope of the project.</p> <p>The intention was to bring this project forward once development of the Block 11 property was anticipated to ensure that the proposed street and utility reconstruction would adequately serve the Block 11 development. After discussion with City EDA staff, construction on the first phase of the redevelopment is still a possibility for the 2022 construction season.</p> <p>The proposed project includes complete reconstruction of the street, curb, driveways, water system, and sanitary sewer collection system. This project will tie into the proposed limits of the MnDOT College Drive Reconstruction project (2025) on the northwest end and into where the Z82 Reconstruction project finished in 2021 on the other end. This block does not currently have water main. MMU has expressed their desire to extend new 6" PVC water main from N. 1st Street (stubbed out with the Z82 project) to E. College Drive to complete a water main loop. There is no existing sanitary sewer under this block also. The reconstruction project would install new PVC main, with new PVC services to adjacent vacant lot(s) for potential future development. Storm water would likely not be required on this project as this block is serviced by the new storm water facilities at N. 1st Street and E. College Drive.</p> <p>City staff met with PI/T on January 25, 2022 to discuss the proposed layout and construction materials for this project. Once prepared, the Feasibility Report will include layouts and proposed materials to be used for construction. At this time, staff is identifying a street width for W. Lyon Street of 58-FT as measured from back of curb; this is 2 feet wider than the existing width of 56-FT. The additional width would provide for two 13-FT travel lanes and two 15.5-FT rows of 45° angle parking stalls. City staff is also proposing concrete surfacing at this time, but this will be reviewed and identified in the Feasibility Report.</p> <p>Beginning the assessment project process by calling for this Feasibility Report does not guarantee or commit the City to completing a construction project. The purpose of beginning this process is to ensure that the City is ready to complete construction project in 2022 if the City Council determines the project is required.</p>
Fiscal Impact:	All improvements are proposed to be assessed according to the current Special Assessment Policy or Policy amended prior to certification of assessments including, but not limited to, 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.

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER 22-XXX, which is the “Resolution Ordering Preparation of Report on Improvement” for Project ST-023: W. Lyon Street (College to 1 st) Reconstruction Project.

RESOLUTION NUMBER 22-026

RESOLUTION ORDERING PREPARATION OF REPORT ON IMPROVEMENT

WHEREAS, it is proposed to make improvements under the following project and to assess the benefited properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429:

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

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

1. That the proposed improvements be referred to Director of Public Works/City Engineer Jason R. Anderson, P.E. and that he is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are feasible and as to whether they should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvements as recommended.

Passed and adopted by the Council this 8th day of February, 2022.

Mayor

ATTEST:

City Clerk

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



E. COLLEGE DRIVE

W. LYON STREET

N. 1ST STREET



DESIGNED BY: J.L.D.
DRAWN BY: J.L.D.
Item 14.
1"=##

DATE	REVISIONS	INIT.



MARSHALL
 ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

W. Lyon St. Reconstruction Project
 Project Area

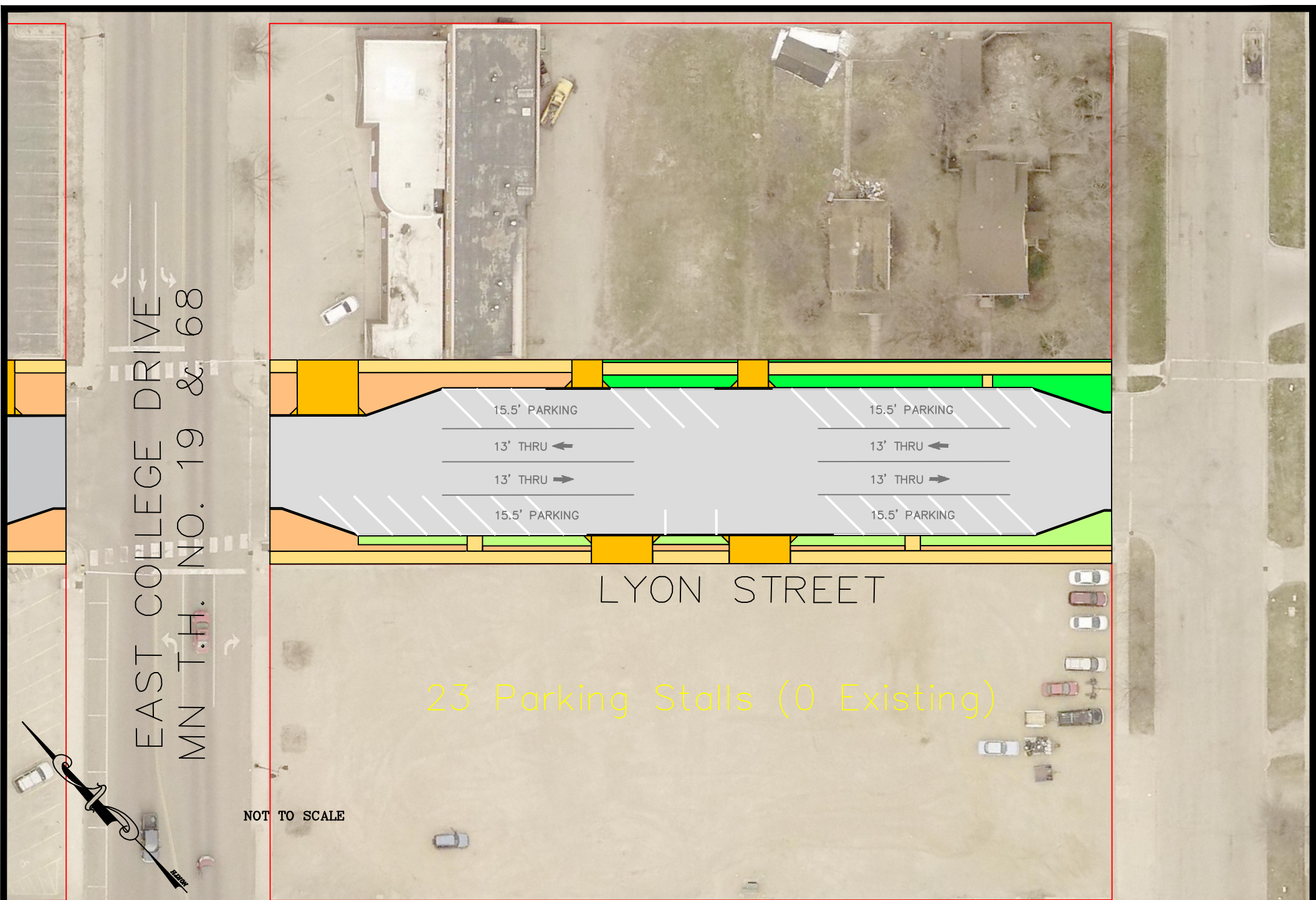
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 DATE 00/00/21 LICENSE NO. 53322

CITY PROJECT NO. ST-023	DATE 11/4/2021
STATE AID PROJECT NO.	SH Page 82

EAST COLLEGE DRIVE
MN T.H. NO. 19 & 68



NOT TO SCALE



EAST COLLEGE DRIVE
 MN T.H. NO. 19 & 68

LYON STREET

23 Parking Stalls (0 Existing)

NOT TO SCALE



Item 14.



**PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258**

Rain Garden Example

W. Lyon/N. 3rd Reconstruct
(Alternative 2)

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DATE _____ LICENSE NO. 53322

DATE
10/01/2021

DESIGNED BY
DRAWN BY JLD
REVISIONS:

PROJECT NO.
ST-009

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02 OF 04



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, February 8, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Proposal from SRF Consulting Group, Inc. for Design of City Utilities in MnDOT's 2025 College Drive Reconstruction Project.
Background Information:	<p>Attached is a proposal from SRF Consulting Group, Inc. (SRF) for professional services for the design of watermain and sanitary sewer relocations along TH 19 (College Drive). The design includes the relocation of approximately 2,800 feet of watermain and 3,600 feet of sanitary sewer in various segments along the proposed MnDOT TH 19 corridor. Scope of Services is shown in Attachment B of the enclosed proposal.</p> <p>This item was presented to the Public Improvement/Transportation Committee at their meeting on January 25, 2022. Motion by Labat, seconded by Lozinski to recommend Council authorize execution of the attached SRF "Proposal for Professional Services for Watermain and Sanitary Relocation Design" associated with MnDOT's 2025 College Drive Reconstruction Project for a not-to-exceed amount of \$62,598. All voted in favor. Motion passed 3:0.</p>
Fiscal Impact:	The proposal is for services as described for a not-to-exceed amount of \$62,598. This proposal did not include possible project expansion into the Bruce Street intersection. If the project scope changes, contract adjustments may be required. Costs for these services will be paid by MMU and the Wastewater Department.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize execution of the attached SRF "Proposal for Professional Services for Watermain and Sanitary Relocation Design" associated with MnDOT's 2025 College Drive Reconstruction Project for a not-to-exceed amount of \$62,598.



January 12, 2022

Mr. Jessie Dehn, PE
Assistant City Engineer
City of Marshall
344 W. Main Street
Marshall, MN 56258

Subject: Proposal for Professional Services for Watermain and Sanitary Sewer Relocation Design Associated with TH 19 reconstruction project.

Dear Jessie Dehn:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the design of watermain and sanitary sewer relocations along Trunk Highway 19 in the City of Marshall. The design includes the relocation of approximately 2,800 feet of watermain and 3,600 feet of sanitary sewer in various segments along the proposed MnDOT TH 19 project corridor.

Scope of Services

We propose to carry out the work (“Scope of Services”), set forth in Attachment B, attached hereto and incorporated into this Agreement, including:

- Project Management
- Preliminary Design (30%)
- Construction Plans (60%)
- Construction Plans (90% - 100%)
- Permitting

Assumptions

The project will consist of designing the watermain and sanitary sewer for the segments provided by the City for consideration on January 4, 2022 and will be incorporated into the MnDOT TH 19 project documents and bid set. They City will provide any additional survey, televising, and as-built information to ascertain the existing location and conditions of the lines to be relocated and connected. Further detailed assumptions are included in the Work Tasks and Person Hour Estimates “Scope of Services” attached to this proposal.

Schedule

We will complete this work within a mutually agreed-upon time schedule. We currently understand the schedule to be begin in early 2022, and to conclude in approximately June / July of 2024 (30-month duration).

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$62,598, which includes both time and expenses. We will not exceed this amount without prior authorization. This cost is based on a preliminary estimation of the cost of watermain and sewer relocations of approximately \$1M.

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is mturner@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Jesse Dehn
City of Marshall

January 12, 2022
Page 3

Sincerely,

SRF CONSULTING GROUP, INC.



Michael R. Turner, PE (MN, SD, TX)
Principal

MRT/jwm

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Approved: City of Marshall

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

S:\Marketing\Proposals\2022 Letter Proposals\15321.PP MarshallUtilities\15321.PP_MarshallUtilityDesignProposal.docx

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS.

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Marshall
Project: TH 19 Sanitary Sewer and Water Main Relocation



15321'.PP

TASK NO.	SUMMARY OF TASKS
1.0	Project Management
2.0	Preliminary Design (30%)
3.0	Construction Plans (60%)
4.0	Construction Plans (90%-100%)
5.0	Permitting

Project Overview:

The City of Marshall has requested engineering services for design of sanitary sewer and water main replacement and/or relocation in coordination with the TH 19 reconstruction project led by MnDOT. Existing sanitary sewer and water main will be relocated to locations approximately identified by the City on January 4, 2022. The work generally involves pipe and appurtenances for approximately 2,800 feet of watermain and 3,600 feet of sanitary sewer along the TH 19 corridor between College Drive intersection to N Whitney Street. The design will be incorporated into the MnDOT Plan and Specification Documents and will not be prepared as a standalone construction document.

Engineering Services include design of utilities consistent with Marshall engineering standards and 10 States Standards for Wastewater and Water Main, bid ready certified construction plans, specifications, cost estimating and bid administration.

Project tasks and deliverables will be merged into the design, schedule and construction of the TH 19 project.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Marshall
 Project: TH 19 Sanitary Sewer and Water Main Relocation



15321.PP

TASK NO.	TASK DESCRIPTION	PROF.VIII-VII	PROF.VI	PROF.V	TECH.III	PROF.III	PROF.II	SUPPORT	TOTALS	EST. FEE
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General Assumptions:

- City of Marshall to provide standard specifications, plates, etc. for design and construction plan guidance.
- All private utility coordination and GSOC data collection will be included in the MnDOT roadway scope.
- Hours included for City utility relocation are based on approximately 3,600 feet of sanitary sewer and 2,800 feet of watermain.
- Assumes casings will be required for lateral roadway crossings and where required near retaining walls.
- Plans include tabulations, details, and plan and profile construction information. All other related plan elements will be adopted from the MnDOT roadway plan sheets.
- Sanitary Sewer and Watermain design will follow Ten States Standards rules and City of Marshall Standards.
- Scope does not include sewer or water demand analysis or modeling and is based on replacement of like sizes with new materials.
- Includes special provisions for sanitary sewer and water main relocation to supplement the TH 19 project manual.
- Additional survey or soil borings needed will be performed under the scope of the TH 10 and TH 23 Interchange project or provided directly by the City of Marshall.
- Does not include (post bidding) Construction Administration.
- Plans to be prepared in Microstation format.
- Plan elements to meet City standards when possible.
- Duration of project expected through July of 2024.
- Project is bid and let with the TH 19 project.

1.0 Project Management

Client Deliverables:


Provide City staff person for regular interaction and review on design with knowledge of the area.

1.1	Kick-off and Project Management Team Meetings/ coordination. Assumes 10-1 hour virtual meetings, 1 staff, 0.5 hour prep/each.	15	4	-	-	-	-	-	19	\$3,903
1.2	Project management, coordination with design staff and billing.	20	-	-	-	-	-	-	20	\$4,340
1.3	Design coordination with City staff conducted virtually during the design process. Assumes 10 calls, 1 staff, 0.5 hour virtually	-	5	-	-	-	-	-	5	\$810
1.4	Over the shoulder QA/QC for all design work through 90 %. Enhanced QA/QC performed on 100% plans.	10	10	-	-	-	-	-	20	\$3,790
1.5	Site visit.	10	-	-	-	-	-	-	10	\$2,170

SRF Deliverables:

Meeting agendas, minutes. Invoice review, submittal.

SUBTOTAL - TASK 1		55	19	0	0	0	0	0	74	\$15,013
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<p>SRF Consulting Group, Inc. Client: City of Marshall Project: TH 19 Sanitary Sewer and Water Main Relocation</p>	<p>Work Tasks and Person-Hour Estimates</p>	 15321.PP
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TASK NO.	TASK DESCRIPTION	PROF. VIII-VI	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
2.0	<p>Preliminary Design (30%) <u>Assumptions:</u> Private utility coordination and GSOC data collection will be included in the MnDOT roadway scope. Additional televising, manhole, service and pipe location and elevation information to be provided by the City of Marshall Additional geotechnical evaluation will not be necessary or will be provided by the City <u>Client Deliverables:</u> City of Marshall to provide any additional record drawings of City owned utilities required.</p>									
2.1	Review as-built information. Update to CAD base files, if needed.	-	1	-	-	2	10	-	13	\$1,586
2.2	Evaluate existing and proposed conditions. Analyze constraints. Develop proposed water main and sanitary sewer design files. Draft plan sheets with proposed water main and sanitary sewer alignments for City review.	-	4	-	16	20	60	-	100	\$12,592
2.3	Evaluate service needs.	-	2	-	-	4	-	-	6	\$832
2.4	Estimate concept construction costs.	-	1	-	-	2	8	-	11	\$1,352
	<p><u>SRF Deliverables:</u> Provide linework for roadway team layouts/graphics.</p>									
	SUBTOTAL - TASK 2	0	8	0	16	28	78	0	130	\$16,362
3.0	<p>Construction Plans (60%) <u>Assumptions:</u> 60% plan submittal date to be included with roadway plans on a mutually agreed upon schedule. <u>Client Deliverables:</u> Prompt review and comments on draft submittals. Provide city project manger.</p>									
3.1	Store CAD alignments for proposed sanitary sewer and watermain relocation with City concurrence, survey data and as built information.	-	-	-	4	4	40	-	48	\$5,784
3.2	After initial City staff review, prepare sewer and water main profiles, including length, size, material/class, elevations and slope.	-	-	-	-	4	40	-	44	\$5,188
3.3	Coordination with other design teams for utility related plan continuity.	-	-	-	-	8	4	-	12	\$1,484
3.4	Develop contract pay items, quantities and engineering cost estimate accordingly. Pay item update will utilize the MnDOT Trns*port list to the extent possible. Prepare Opinion of Probable Cost.	-	-	-	-	4	38	-	42	\$4,954
3.5	Evaluate staging/ temporary service requirements and connections for intervals during construction that require service interruptions. Make recommendations for providing temporary water service and sanitary sewer bypass pumping during construction.	-	4	-	-	8	-	-	12	\$1,664
3.6	Submit draft plan to City staff for review at other intervals as needed.	-	-	-	-	-	1	-	1	\$117
	<p><u>SRF Deliverables:</u> 60% draft plans of sanitary sewer and water main with appurtenances.</p>									
	SUBTOTAL - TASK 3	0	4	0	4	28	123	0	159	\$19,191

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Marshall
 Project: TH 19 Sanitary Sewer and Water Main Relocation




15321_PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
4.0	<p>Construction Plans (90%-100%)</p> <p><u>Assumptions:</u> Scope does not include any right of way or easement documentation. 90% plan submittal date to be included with roadway plans on a mutually agreed upon schedule. 100% plan submittal date to be included with roadway plans on a mutually agreed upon schedule.</p> <p><u>Client Deliverables:</u> Prompt review and comments on draft submittals. Prepare any right of way or easement documentation and acquisition if necessary.</p>									
4.1	Incorporate City comments from the 60% submittal plan and develop 90% plan.	-	-	-	-	2	8	-	10	\$1,190
4.2	Finalize sanitary sewer and water main relocation design after receipt of City comments.	-	-	-	-	2	8	-	10	\$1,190
4.3	Coordination with other design teams for utility related plan continuity.	-	-	-	-	2	8	-	10	\$1,190
4.4	Compute and finalize contract pay item quantities. Prepare final Opinion of Probable Cost.	-	-	-	-	2	12	-	14	\$1,658
4.5	Prepare project special provisions and other information needed for project manual.	-	2	-	-	16	-	18	36	\$4,498
4.6	Assist bid administration staff with responding to questions from contractors during bidding process. Prepare language for addendums as needed.	-	-	-	-	8	-	-	8	\$1,016
	<p><u>SRF Deliverables:</u> 90% and 100% final plans and specifications for sanitary sewer and water main relocation on TH 19.</p> <p style="text-align: right;">SUBTOTAL - TASK 4</p>	0	2	0	0	32	36	18	88	\$10,742
5.0	<p>Permitting</p> <p><u>Assumptions:</u> Permit fees are a reimbursable expense.</p> <p><u>Client Deliverables:</u> Permit signatures and permit fees as required.</p>									
5.1	Minnesota Department of Health: Prepare plan review submittal form and submit plans and specs for approval.	-	-	-	-	-	2	-	2	\$234
5.2	Minnesota Department of Transportation Permit Form 2525: Prepare plan review submittal form and submit plans and specs for approval.	-	-	-	-	-	1	-	1	\$117
5.3	MPCA design certification (sanitary sewer) if required.	-	-	-	-	-	2	-	2	\$234
	<p><u>SRF Deliverables:</u> Prepare and submit all necessary permits for water main and sanitary sewer construction.</p> <p style="text-align: right;">SUBTOTAL - TASK 5</p>	0	0	0	0	0	5	0	5	\$585

Item 15.

CONSULTING GROUP, INC.

SRF Consulting Group, Inc.	Work Tasks and Person-Hour Estimates	
Client: City of Marshall		15321'.PP
Project: TH 19 Sanitary Sewer and Water Main Relocation		

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
	TOTAL ESTIMATED PERSON-HOURS	55	33	0	20	88	242	18	456	
	AVERAGE HOURLY BILLING RATE	\$217.00	\$162.00	\$179.00	\$149.00	\$127.00	\$117.00	\$119.00		
	ESTIMATED LABOR AND OVERHEAD	\$11,935.00	\$5,346.00	\$0.00	\$2,980.00	\$11,176.00	\$28,314.00	\$2,142.00		\$61,893
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES									\$705
										SUBTOTAL: (SRF Labor and Expenses) <u>\$62,598</u>

TOTAL ESTIMATED FEE	\$62,598
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SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	350	Miles @	\$0.585 (165 miles one-way)	\$205
	MN Department of Health Plan Review Fee				\$150
	MPCA Sanitary Sewer Extension Permit Application Fee				\$350
				SRF EXPENSES:	\$705

SUMMARY OF COSTS:

	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS
1 Project Management	\$ 11,935	\$ 3,078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,013
2 Preliminary Design (30%)	\$ -	\$ 1,296	\$ -	\$ 2,384	\$ 3,556	\$ 9,126	\$ -	\$ 16,362
3 Construction Plans (60%)	\$ -	\$ 648	\$ -	\$ 596	\$ 3,556	\$ 14,391	\$ -	\$ 19,191
4 Construction Plans (90%-100%)	\$ -	\$ 324	\$ -	\$ -	\$ 4,064	\$ 4,212	\$ 2,142	\$ 10,742
5 Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 585	\$ -	\$ 585
TOTALS	\$ 11,935	\$ 5,346	\$ -	\$ 2,980	\$ 11,176	\$ 28,314	\$ 2,142	\$ 61,893

SUMMARY OF HOURS:

	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS
1 Project Management	55	19	-	-	-	-	-	74
2 Preliminary Design (30%)	-	8	-	16	28	78	-	130
3 Construction Plans (60%)	-	4	-	4	28	123	-	159
4 Construction Plans (90%-100%)	-	2	-	-	32	36	18	88
5 Permitting	-	-	-	-	-	5	-	5
TOTALS	55	33	0	20	88	242	18	456

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Thursday, February 3, 2022
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Authorization to Advance Rental Ordinance by Obtaining Landlord Input
Background Information:	<p>Several months ago, the City received a complaint about a VRBO rental property in town. The current ordinance does not address short-term rentals, such as VRBO's and AirBnB's. At the Council meeting discussing the situation, staff received direction to develop an ordinance addressing the short-term rentals. However, at the Legislation and Ordinance Committee meeting discussing the first draft, it was suggested that short-term rentals should be handled similar to most other cities, which regulate them through a rental ordinance along with other rental properties.</p> <p>The City of Marshall is the only city among comparable cities (and one of very few cities of similar size in the State of Minnesota) that does not have a rental ordinance. It is home to a four-year college, which increases demand for rental properties, and with 44% of the population renting, Marshall is near the top of the list for such percentage in Minnesota. The City has a Housing Code that has been in place for several decades, but it is enforced on a complaint basis only without regular inspections.</p> <p>The ordinance currently presented for consideration is generally based on similar ordinances from comparable cities. However, its main feature is that it does not introduce any new requirements and uses the existing Housing Code as a reference instead of creating a list of the new requirements. Further, a list of specific building features that would be inspected has been created (see attached) to limit the subjective factor of specific inspectors doing inspections. This list is limited to life safety features and a few obvious livability items, such as working toilets. It is staff's opinion that practically all multiple family rental buildings would meet all requirements with few exceptions. However, some single-family rentals may have to do some work. Additionally, some responsibilities, such as maintaining smoke alarms (except changing batteries every year), will be placed on tenants rather than landlords. Short-term rentals are addressed as a separate section within this Ordinance. Staff would also recommend amending the ordinance by allowing renting to more than three unrelated adults with a Conditional Use Permit, which would expand rental opportunities for college students living in single family houses.</p> <p>The proposed process for implementing this ordinance may include several phases and may be done in collaboration with our Fire Department. The City may start with voluntary registration and consider reducing or waiving a fee for this step as an incentive. Inspections will be conducted by current Community Planning department staff as time permits, mostly in the wintertime. All properties passing inspections will be issued a compliance certificate that they will be able to use as a marketing and promotional tool. The City will keep a list of certified properties and will be able to provide it upon request to prospective tenants or post on the City's website.</p> <p>After a certain period, registration shall become mandatory. Again, inspections will be conducted as time permits by existing staff. At this stage, enforcement will be limited with ample time given to correct violations (with few exceptions for low cost and high danger items, such as smoke and CO alarms). Non-compliant properties will be permitted to continue operations until compliance will be required for issuing a license necessary for continuing</p>

	<p>operations as a rental property. The timeframe for implementation may be stretched for several years. Additional flexibility may be achieved by starting with certain types of properties and extending implementation to other types at a later stage.</p> <p>The license term is currently proposed to be three years. The fee determination is currently open, but it will be based on actual time estimate for inspections and will be within the range of rental fees of comparable cities. Staff will discuss fees with the Ways and Means Committee at a later date.</p> <p>The current ordinance was presented to the Legislation and Ordinance Committee in December and received generally positive review. Staff suggests that this draft be discussed with local landlords/property owners prior to presenting a final draft to the Council for introduction. Landlords' input, just like input from all interested parties, would be a valuable tool for finalizing this Ordinance.</p> <p>At this time, staff is seeking Council's approval to continue forward with the proposed ordinance and proposed inspection list as written. Staff understands that the Council may wish to adjust some ordinance or inspection list language at a later date and/or incorporate some landlord input. As mentioned above, fees will be discussed later, but they will be comparable to other cities. The purpose of this Council authorization is to obtain Council approval to call for a meeting with our community's landlords.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None.
Recommendations:	Staff recommends that the Council directs staff to seek input from local landlords for further development of the City Rental Ordinance before presenting a final draft to the Council committees and the full Council for Ordinance introduction.

CITY OF MARSHALL

APARTMENT BUILDING COMMON AREA INSPECTION

Building Address: _____ Date: _____

Owner/Manager: _____ (print) _____ (signature) Time: _____

Inspector: _____

SUMMARY

In accordance with the provisions of the **City of Marshall Code of Ordinances Chapter ____**, inspection of the above property was completed and the following violations and/or deficiencies were noted requiring corrective action.

All corrections must be completed in _____ days from the date of this inspection.

_____ Re-inspection is required. Contact the City of Marshall at (507) 537-6773 to schedule a re-inspection after all corrections have been completed.

Items marked below with an "X" have been found to be in violation of rental maintenance standards.

APARTMENT BUILDING:	
	Visible Address (4 inch) Building Number / Contrasting Color; (MSFC 505.1)
	Dumpsters: (5) Feet from Walls, Roof Eaves, and Openings; (MSFC 304.3.3)
	Knox Box / Keys Work; (MSFC 506.1) (if front door is regularly locked)
	No Blocked Exits: Inside and Out / Other Obstructions; (MSFC 1028.3, 1028.5)
	Proper Hardware / Locks on Egress Doors; (MSFC 1008.1.8)
	Sprinkler – Tested Annually / Copy to FD; (MSFC 901.6 , 903.4.1)
	Alarm Panel - Tested Annually; (MSFC 907.20.2)
	No Excess Storage in the Boiler Room / Mechanical Room; (MSFC 315.2.3)
	Pull Stations in Working Condition / Not Blocked; (MSFC 907.4)
	Extinguishers: Tested and Tagged / Mounted / By Exits; (MSFC 906)
	Exit Signs with Battery Backup in Working Condition; (MSFC 1011.1)
	Emergency Lights in Working Condition; (MSFC 1006.1,1006.3)
	Hallway Smoke Detectors in Working Condition; (MSFC 907.3.5)
	Handrails on Stairs; (MSFC 1027.13)
	Rated Enclosures Stairways and Under Compliant; (MSFC1009.5.3)
	No Holes in the Sheetrock / Fire Stop; (MSFC 703.1)
	Self-Closers on Laundry Room and Mechanical Door; (MSFC 703.2, 1008.1.8.3)
	Dryers: Properly Vented to the Exterior with Metal Piping; (MSFC 102.7, 304.1,603.1, 605.7)
	No Clutter / Combustibles within the Corridors; (MSFC 315.2.2,304.1)

Notes:

1. _____
2. _____
3. _____
4. _____

CITY OF MARSHALL
RENTAL UNIT INSPECTION

Building Address: _____ Date: _____

Owner/Manager: _____ (print) _____ (signature) Time: _____

Unit #: _____

Inspector: _____

SUMMARY

In accordance with the provisions of the **City of Marshall Code of Ordinances Chapter ____**, inspection of the above property was completed and the following violations and/or deficiencies were noted requiring corrective action.

All corrections must be completed in _____ days from the date of this inspection.

_____ Re-inspection is required. Contact the City of Marshall at (507) 537-6773 to schedule a re-inspection after all corrections have been completed.

Items marked below with an “X” have been found to be in violation of rental maintenance standards.

	RENTAL UNIT #:
	Heat (unit is warm – if winter inspection)
	Electrical (switches and outlets must have covers; bathrooms lights work.)
	Unit/Garage Separation – if applicable (the wall – and/or ceiling - between garage and unit must have gypsum board on garage side.)
	Building Address – if applicable (four-inch minimum height, contrasting colors.)
	Dryer (dryer venting is correct – visual inspection only, inside and outside)
	Doors & Windows (bathroom doors and windows operational as designed.)
	Proper Locking Devices (occupants are able to exit the unit freely and may lock the entry door from inside)
	Smoke Detectors Present and operational (in and out of bedrooms; min 12” from walls and ceilings; beeps; less than 10 years old)
	CO Detector Present and operational – if required (outside of, but within 10’ of, all sleeping rooms; beeps.)
	Structure Dangerous or Unfit for Occupancy (structural failure, missing deck boards or guardrail, fire/life/safety imminent concern, etc.)
	Pest Infestation (no visible signs of roaches, rodents, or bedbugs – visual review only.)
	Egress Windows in Sleeping Rooms (each bedroom has an openable window)
	Major Plumbing in Proper Working Order (toilets flush, tub/shower/kitchen sink have hot water, water heater safety – visual only)

Notes:

1. _____
2. _____
3. _____
4. _____

Chapter 18 – Buildings and Building Regulations

Article VIII – Rental Code

Section 18-137 – Findings, purposes, and scope.

(a) *Legislative finding.* It is hereby found that there exist and may in the future exist, within the City, residential rental premises, rooming units or parts thereof, and renter-occupied mobile homes which, by deficiencies in their structure, equipment, sanitation, maintenance, use or occupancy, affect or are likely to affect adversely the public health, including the physical, mental and social well-being of people, their safety, and general welfare. To correct and prevent the existence of such adverse conditions, to achieve and maintain such levels of residential environmental quality that will protect and promote public health, safety and general welfare, preserve property values and prevent blight, it is further found that the establishment and enforcement of minimum rental housing standards are required. It is further found that a municipal registration and inspection program is appropriate to effectively enforce residential rental unit maintenance standards and correct or prevent law violations, nuisances and other disturbances and disorders involving residential rental units within the City.

(b) *Purpose.* It is hereby declared that the purpose of this Article is to protect, preserve and promote the physical and mental health and social well-being of the people, to prevent and control the incidence of communicable diseases, to reduce environmental hazards to health, to regulate rental units for the purpose of maintaining adequate sanitation and public health, to maintain a quality of character and stability of rental housing, to prevent possible blight, to protect the safety of the people, and to promote the general welfare by legislation, which shall be applicable to all rental units, as defined herein, now in existence or hereafter constructed. It is hereby further declared that the purpose of this Article is to ensure that the quality of rental units is adequate for protection of public health, safety and general welfare; and to determine an adequate level of maintenance, the responsibilities of owners, operators and occupants of dwellings, and provision for the administration and enforcement thereof.

(c) *Scope.* The provisions of this Article shall apply uniformly to the construction, maintenance, use, and occupancy of all rental units, inclusive of rental units in mixed-use structures, and to all renter-occupied mobile homes within the jurisdiction of the City, irrespective of when or under what code or codes such buildings or structures were originally constructed or rehabilitated. However, the provisions of this Article shall not apply to county, state, or federally licensed facilities/units that are generally regularly inspected by the applicable agency, and to college dormitories.

Section 18-138 - Definitions

CITY. The City of Marshall or its representative.

DWELLING. Any building or other structure, including a manufactured home, which is wholly or partly used, or intended to be used, for living and sleeping by human occupants on a permanent basis. Consequently, hotels and motels are not considered dwellings.

OCCUPANT. Any person residing in a rental unit on a permanent or temporary basis.

PERMANENT BASIS. Any consecutive term 30 days or more or inconsecutive terms adding up to more than 30 days in a calendar year.

PROPERTY MANAGER. A natural person who is authorized by the rental unit owner to make decisions for the owner about rental, occupancy, and maintenance of the rental unit.

RENT or LEASE. The offering of a rental unit to a non-owner for a fixed or non-fixed period of time of at least 30 days, based on a written agreement covering applicable conditions, and with rent paid in money or labor, whereby non-payment of a periodic payment means the occupants may be evicted without the necessity of either a statutory mortgage foreclosure procedure, a statutory termination of contract for deed procedure or a statutory repossession procedure.

RENTAL UNIT. Any house, apartment, condominium, townhouse, manufactured home, or room or group of rooms constituting, or located within, a dwelling and intended for lease or rent to a person or a group of persons. Consequently, hotel and motel rooms are not considered rental units.

SHORT-TERM RENT. The offering of a rental unit to a non-owner for a fixed period of time of less than 30 days, based on a written agreement covering applicable conditions.

Other applicable terms are as defined in the State Building Code.

Section 18-139 – Conflict of Ordinances; effect of partial invalidity

(a) In any case where a provision of this Article is found to be in conflict with a provision of any zoning, building, fire safety or health ordinance or code of the City existing on the effective date of this section, or of any state or federal statute, rule or regulation, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of this Article is found to be in conflict with a provision of any other ordinance or code of the City existing on the effective date of this section which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this Article shall be deemed to prevail to the extent allowed by the State and Federal law.

(b) If any division, paragraph, sentence, clause, or phrase of this Article should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Article, which shall remain in full force and effect; and to this end, the provisions of this section are hereby declared to be severable.

Section 18-140 – Registration and licensing requirements.

(a) No person or entity may hereafter allow to rent or lease their rental unit within the scope of this Article to another person or entity for occupancy unless that rental unit is registered and licensed as required by the Article.

(b) Each rental unit shall have separate registration except dwellings containing multiple rental units accessed by common entryway, in which case one registration shall be required for the entire dwelling, unless rental units within such dwelling have different property owners. When multiple dwellings containing rental units exist on one property, a separate registration shall be required for each dwelling.

(c) Each rental unit must have an owner who resides within 20 miles of the City or a designated property manager who shall be able to provide a reasonable response time to occupants' complaints or maintenance requests.

(d) Any person or entity desiring to rent or lease their rental unit shall apply for registration by using forms furnished by the City for that purpose. The applicant must provide the following information:

- (1) Name, address, phone number, and e-mail address of the property owner.
- (2) Name, address, phone number, and e-mail address, of a designated property manager, if any.
- (3) The full street address of the rental property.
- (4) For dwellings containing multiple rental units, a sketch of the property to be rented identifying all rental units by number, and a sketch of the parking lot, unless all required parking is provided within enclosed garages or off-street parking is not required by Ordinance.
- (5) The number and types of rental units within the rental property.
- (6) The maximum number of bedrooms and occupants permitted for each rental unit.
- (7) Appropriate insurance including liability insurance for a minimum amount of \$1,000,000.00.
- (8) An acknowledgment that the applicant has reviewed and understood the provisions of this section, intends to abide by the provisions and will include reference to this section in any written agreement used in renting the property.
- (9) A preferred method of receiving communication from the City, which shall be either first class US Mail or e-mail.

Section 18-141 – Registration; license issuance and renewal; license terms

- (a) The initial registration of existing rental properties must be done by **January 1, 2021**. Thereafter, all rental units brought to the market must be registered and licensed prior to occupancy.
- (b) Upon receipt of a completed registration application, payment of all registration fees, and successful completion of all required inspections for compliance with Section 18-145 Maintenance standards, the City shall issue a license to the applicant for the specified property for the term determined by this Section.
- (c) A provisional license may be issued after initial registration for a period of up to 12 months until the City conducts the first complete inspection of the facility. Such license shall clearly state its provisional nature and shall include a disclosure that the dwelling or rental unit has not been inspected for compliance with Section 18-145 Maintenance standards.
- (d) After issuing the initial license for specified property, the City will deliver, by the owner's preferred method of communication indicated on the registration form, a license renewal application to rental unit owners or their designated property managers on or before January 1st of the license expiration year. Completed license renewal application must be delivered to the City no later than March 1st of such year. Failure of the City to deliver

renewal application and/or failure of an owner or local property manager to receive a renewal application, does not excuse or waive the license required by this Article.

- (e) The license term shall be two years for all rental units within dwellings consisting of one or two units and shall be three years for all other dwellings and/or rental units.

Section 18-142 – Transfer of property

Every new owner of an existing rental unit shall furnish to the City the information as listed in Section 18-140 (d) before taking possession of the rental property upon closing the transaction. No new registration fee is to be required of the new owner during the year in which such possession takes place, provided that the previous owner has paid all registration fees and has complied with all requirements of this Article and corrected any violations of health, zoning, fire or safety codes of the city or state law. If any change in the occupancy as originally registered is contemplated by the new owner, a new registration application will be required.

Section 18-143 – Posting of license

Each rental unit registration holder must post the rental unit license, retain a copy of the rental unit registration on file, and be able to produce said copy upon demand. Such license shall be posted in a conspicuous spot near the common front entry, such as a public corridor, hallway or lobby, for dwellings containing multiple rental units, or inside individual rental units for dwellings without common front entry.

Section 18-144 – Fees.

The council may, by resolution, establish fees for the filing of applications for rental unit registration and license, license renewal, and other related activities. The fee shall be paid before the application shall be considered and shall not be refundable.

Section 18-145 – Maintenance standards.

(a) Every rental unit must be maintained by its owner in compliance with the current City Housing Code and relevant provisions of the City Ordinance and State Fire Code. Rental unit registration or granting a license does not constitute certification of full compliance with such codes, standards, ordinances or statutes by the City.

(b) Responsibilities of occupants.

- (1) Every occupant of a rental unit shall make no modifications to the rental unit that would make that unit non-compliant with this Section.
- (2) Every occupant of a rental unit shall not remove any smoke or CO detectors or remove the batteries powering the said detectors or render them inoperable in any other way; regular yearly replacement of old batteries is the responsibility of the owner.

- (3) Every occupant of a rental unit located in dwellings containing four or fewer rental units shall store and dispose of their rubbish, garbage, refuse and any other waste in accordance with the City Ordinance and shall not accumulate any of the above on the property. Every occupant of a rental unit located in dwellings containing more than four rental units shall store and dispose of their rubbish, garbage, refuse and any other waste in accordance with their lease or rental agreement and, if collected outside, within garbage enclosure provided by the owner.
- (4) Every occupant of a dwelling containing a single rental unit shall be responsible for the extermination of bed bugs and roaches on the premises.

Section 18-146 – Inspections and investigations.

(a) Initial inspections of all registered properties will occur within a year of the registration. Properties will have re-inspections done on a schedule determined by license renewal terms in accordance with Section 18-141. The City shall have the right to make additional inspections of all properties based on complaints of landlords, tenants, occupants, neighbors or other individuals.

(b) All persons authorized by the City to inspect rental units shall have the authority to enter, with three days' notice to the registration holder or property manager, any rental unit or dwelling containing a rental unit, registered or required to be registered, for the purpose of enforcing this Article. All registration holders shall, as a condition of registration, consent to such entries for inspection without warrant, and shall include, as a condition of any lease or rental agreement with any tenant or occupant, that such tenants or occupants consent to such entries for inspection without warrant. This provision does not limit or preclude any other right of entry authorized by law.

(c) Initial inspections of all registered units and all re-inspections required for license renewals shall be based on the "Rental Properties Inspection Checklist" developed by City staff. Such inspections will not constitute certification for full compliance with all codes, standards, ordinances or statutes by the City beyond inspected items.

(c) Written notice of a violation of this ordinance shall be delivered, by the owner's preferred method of communication indicated on the registration form, directly to the address of the registration holder as shown on the registration application file. The notice shall contain a compliance date and shall advise the registration holder that the property will be re-inspected after that date.

Section 18-147 – Failure to grant registration; revocation; suspension of failure to renew registration.

(a) The City reserves the right to not register a rental unit in case it does not comply with the requirements of this Article, has unresolved City Ordinance violations, or is a subject of unpaid taxes and assessments.

(b) Any registration issued under this Article is subject to the right, which is hereby expressly reserved by the City, to deny, suspend, revoke or not renew the license should the registration holder or their agents, employees, or representatives, directly or indirectly, provide false or misleading information on application, fail to pay appropriate fees, or fail to comply with the

requirements of this Article in any other way, including, but not limited to, refusal to provide access to premises for inspections or operate and maintain the dwelling or rental unit in accordance to Section 18-145 Maintenance standards of this Article, any ordinance of the City, any special permit issued by the City, or the laws of the state. However, a license shall not be denied, suspended, revoked or not renewed if the registration holder complies with a correction order or orders in a reasonably timely manner as determined by the City.

(c) The City shall notify the applicant that registration has been denied, or the registration holder that license is being suspended, revoked or not renewed. The suspension, revocation or non-renewal shall occur 30 days after the date of the notification order, or at such later date as set out in the notification. Additionally, the revocation shall never occur until a 60-day minimal grace period of suspension.

(d) Any applicant or registration holder, whose application for registration or renewal, respectively, is denied or whose license is suspended or revoked, may request, and shall be granted, a hearing in the matter before the City Council. The request shall be made in writing and shall state the City action being appealed and the reason for appeal. The request shall be made within 14 days of the City action and the hearing shall be granted within 30 days of the request.

Section 18-148 – Special conditions for short-term rental units.

- (a) No additional occupancy in recreational vehicles, campers, tents, etc. shall be permitted. Off-street parking shall be provided as required by the parking Ordinance. No more than one guest parking on the street shall be permitted.
- (b) Exterior appearance, landscaping, and lighting shall be compatible and blend with the neighborhood. No identification signs shall be permitted.
- (c) The property shall not be listed for sale at the time of initial application for registration or any license renewals.
- (d) If the short-term rental unit is located in an R-1 single family residence district or an R-2 one to four family residence district, the property lines shall be clearly marked with hedge line, fencing, corner posts, etc. If pets are permitted, the entire yard shall be fenced off with a solid fence.

Section 18-149 – Conduct on registered premises

(a) The registration holder shall be responsible for preventing repeat instances of disorderly conduct by tenants, occupants, members of their households and guests on premises. For the purposes of this section, “disorderly conduct” means any offence involving public safety, public peace and order, and public moral as defined in Chapter 42 of the City Ordinance or violation of any State or Federal law of same nature, that generate police involvement.

(b) If more than three instances of disorderly conduct occur on the premises within twelve consecutive months, the registration holder may be issued a written warning. Another instance of a disorderly conduct within four months of a warning issuance or issuance of two warnings within any three-year time period may be a reason for license suspension.

(c) No suspension or revocation shall be imposed where the instance of disorderly conduct on premises occurred during the pendency of eviction proceedings (unlawful detainer) or within 30 days of notice given by the registration holder to a tenant to vacate the premises where the disorderly use was related to and occurring in the unit for which eviction proceedings were undertaken or notice to vacate was given. Eviction proceedings shall not be a bar to sanctions unless they are diligently pursued by the registration holder.

Section 18-150 – Interim housing

As a condition of receiving a rental unit registration, the registration holder agrees that in the event that the registration or license is denied, suspended, revoked or not renewed due to the action or inaction of the registration holder, all tenants or occupants of the rental unit shall be provided, at the registration holder's expense, suitable interim housing similar to the registered unit. The registration holder shall provide such interim housing until the registration and/or license for the unit is restored or until the end of the lease term, whichever is shorter.

Section 18-151 – Applicable laws

Registration holders are subject to all of the ordinances of the City and state relating to rental dwellings and this Article shall not be construed or interpreted to supersede or limit any applicable ordinance or law.

Section 18-152 – Violations; injunctive relief.

(a) Nothing in this Article prevents the City from taking enforcement action under any of its fire, housing, zoning, health safety or other codes, ordinances and state laws for violations thereof, or to seek injunctive relief and criminal prosecution for violations of any ordinance, code or law. Nothing contained in this Article prevents the City from seeking injunctive relief against a property owner or designated property manager who fails to comply with the terms and conditions of this Article or to obtain an order closing such rental units until violations of this particular Article have been remedied by the property owner or designated property manager.

(b) Violation of this Article is a misdemeanor and each separate day on which a continuing violation occurs is a separate violation. All costs of prosecution for such misdemeanor will be assessed to the property owner.

(c) No provision of this Article designating the duties of any official or employee of the City shall be so construed as to make such official or employee liable for the penalty provided in this Section due to failure to perform such duty.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, February 8, 2022
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.
Background Information:	<p>The City of Marshall has various openings on the Boards, Commission, Bureaus and Authorities.</p> <p>Applications received are for the Community Service Advisory Board and Library Board.</p> <p>Community Service Advisory Board: Sue Versaevel to an unexpired term set to expire 2/28/2025 Raphael Onyeaghala to an unexpired term set to expire 2/28/2025</p> <p>Library Board: Anne Marie Vorbach to an expired unexpired term set to expire 12/31/2023</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve the appointments to the various boards, commissions, bureaus and authorities.

City of Marshall Boards and Commissions

Adult Community Center Commission	Incumbent	New Applicants
(1) expired term to expire 5/31/22 (1) unexpired term to expire 5/31/23		

Airport Commission	Incumbent	New Applicants
(2) expired terms to expire 5/31/22		

Cable Commission	Incumbent	New Applicants
(2) expired terms to expire 5/31/22 (1) unexpired terms to expire 5/31/23 (1) unexpired term to expire 5/31/24		

Community Services Advisory Board	Incumbent	New Applicants
(1) expired term to expire 2/28/22 (Student) (4) unexpired terms to expire 2/28/25	Sue Versaevel (2/28/2025) Raphael Onyeaghala (2/28/2025)	

Convention and Visitors Bureau	Incumbent	New Applicants
(1) unexpired term to expire 12/31/24		

Library Board	Incumbent	New Applicants
(1) unexpired term to expire 12/31/23		Anne Marie Vorbach (12/31/2023)

MERIT Center Commission	Incumbent	New Applicants
(1) unexpired term to expire 12/31/23		

Planning Commission	Incumbent	New Applicants
(2) unexpired term to expire 5/31/23 (1) unexpired terms to expire 5/31/24		

Police Advisory Board	Incumbent	New Applicants
(1) unexpired term to expire 5/31/24		

Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p>Edblom – Planning Commission, Public Housing Commission</p> <p>DeCramer – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission</p> <p>Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p>Lozinski – Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

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

FROM: Sharon Hanson, City Administrator

DATE: February 8, 2022

SUBJECT: Administrative Brief

CITY ATTORNEY

- Criminal prosecution numbers for January are as follows:

January:

	ASSAULT	OFF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2021	2020 Comparison
Prosecution	1		4		3	6	3	17	17
Dismissed									
Non-Prosecution	1	1			2		3	7	1
Refer to County			1					1	1

Administration

- This past month’s work including many meetings regarding the aquatic center and preparing for the sales tax resolution that was adopted by the Council on January 25th. The adopted resolution was submitted to the Tax Committee Chairs on Friday of last week and the following cities are embarking on trying to achieve sales tax authority in addition to Marshall:

- | | | | |
|---|------------------|----|---------------|
| 1 | Aitkin | 9 | Marshall |
| 2 | Blackduck | 10 | Park Rapids |
| 3 | Bloomington | 11 | Proctor |
| 4 | Brooklyn Center | 12 | Rochester |
| 5 | East Grand Forks | 13 | Roseville |
| 6 | Edina | 14 | Winona County |
| 7 | Golden Valley | 15 | Rice County |
| 8 | Henderson | 16 | Grand Rapids |

- CGMC Lobbyist Marty Seifert has begun discussing with Rep Swedzinski and Senator Dahms. As more develops on language written in proposed legislation, I will ensure you are updated.

- Several meetings occurred this past month regarding the city's 150th celebration and upcoming events. The city has started to post historical photos each Monday in honor of the 150th, a press release was also issued announcing the upcoming 150th and hopeful event planning.
- HR Director Dubs and I have been discussing the updated comparable worth plan and readying it for February 8th Council mtg. Director Dubs has been doing a tremendous amount of analysis and thought process on the changes. We hope to have formal action taken by the Council on February 22nd with the adoption of the study. Soon thereafter, we will begin to negotiate with the bargaining units.
- The remainder of the month included various meetings with staff, phone calls/meeting with council and the public, a presentation on city and SMSU topics to the SMSU Foundation Board, monthly newspaper article, monthly radio interview.

Economic Development

- **Market Street Mall:** Staff was notified that an LOI has been signed on the mall property and the selling agent is currently working on a Purchase Agreement for the sale. We are not able to share at this time who the new ownership is until the Purchase Agreement has been signed and due diligence begins. A rezoning and conditional use permit has been requested by the new owner which would be completed prior to the sale of the building.
- **Comprehensive Plan:** Staff continues to assist with the Comprehensive Plan update being conducted by SRF. An open house was scheduled for January 13th but was rescheduled to February 16th due to the current spike in COVID cases. As of Feb. 2nd, we have received 434 responses to our community survey (with a goal of 300). We will keep the survey open but will begin work on the next phase of the project.
- **Super 8:** The new owner of the Super 8 says there is a plan to open in early February. Staff is scheduling a time to tour the facility and meet the new ownership team.
- **Façade Improvement:** At the January EDA meeting, four façade improvement applications were reviewed and approved. Staff has received three additional applications that will be brought forth to the February meeting. Pending approval of new applications, approximately \$38,000 of the \$100,000 in total funds will be allocated to projects.

Human Resources

- **Staffing update:** the city welcomed Zachary Jacoby in the position of Plant Operator I with our wastewater facility in January, Peter Vue as Police Officer (starting 02/07/22), and E.J. Moberg as our Director of Administrative Services (starting 02/28/22). Jeff Wenker, Police Captain, has notified the city of his upcoming retirement in April; letters of interest are accepted to fill his position through an internal promotional process. Hiring for a variety of temporary and seasonal positions for Community Services and Public Works is on-going.
- **Safety Program:** in January, the City was notified that our MMUA Safety Consultant, Jordan St. Clair, resigned from MMUA to pursue another career opportunity effective January 21st. MMUA is actively recruiting to fill that position. We hope to have a new Safety Consultant by mid-March.
- **Annual Employee Recognition Event:** the annual Employee Recognition Event is rescheduled for March 11, 2022. An invitation, with opportunity to RSVP, will be coming soon.
- **Classification/Compensation Study:** staff are working closely with Gallagher in the final phases of this project. Gallagher has prepared a draft final report for staff review that, when finalized, will communicate the results of each phase of this project and recommendations to the Council.

We anticipate completion of the project by late February/early March. Gallagher will also conduct employee presentations, communicating the results of the study with employees.

Clerk

- Meeting with Staff to collect data and create a new formula for Township Fire Contracts.
- Created a draft ordinance for the City Council to consider redistricting. In keeping with Census efforts, the Count Question Resolution process is still being rolled out by the Bureau. This will provide the City an opportunity to formally challenge the results it received in the 2020 Census. The Census Bureau will also be launching a group quarter recount program this spring – more information to be released in the future.

COMMUNITY SERVICES

- The Adult Community Center recently completed their annual membership drive for 2022. To date, there are 556 members, down about 30 from the previous year.
- Cultures on the Prairie Conference returns in 2022 on Tuesday, February 15th on the campus of SMSU. Assistant Professor of Management and Director of the Center of Innovation and Entrepreneurship, Dr. George Taylor, will be the keynote speaker as you will experience the stories, history, and cultures throughout southwest Minnesota by listening and interacting with three select panels which will discuss the views from employers/workforce personnel, students, and adults. These panels will highlight challenges, successes, and opportunities as they relate to their specific culture.
- Winter 'Rock on Ice' returns to the Red Baron Arena & Expo on Saturday, February 19th. Students in 8th grade and under can enjoy ice skating and door prizes in an afternoon of fun-filled enjoyment.
- City Band is planning to return this summer after a two-year pandemic hiatus. New and returning members should be receiving rehearsal/performance information by early April.
- MCS Staff recently secured over \$20,000 in grant funds for 'Pathfinders', an after-school enrichment program for 2nd - 4th graders.
- Staff has begun preliminary work on plans for restroom upgrades at Independence Park for 2022. The City follows a 10-year maintenance schedule on each of the parks' restrooms and shelters. With the anticipated completion of the trail reconstruction by July, Independence Park will have a significant facelift to celebrate the City's 150th birthday this summer.
- Winter/Spring recreation registrations went over the 500 mark in mid-January for twelve (12) different offerings. That number is outstanding factoring the challenges of a pandemic and cancellations/postponements due to weather.
- MCS received a generous donation from the local American Legion to help offset expenses in our summer 2022 T-Ball & Junior Baseball programs. This is the second consecutive year the Legion has provided financial assistance for these participants.
- Check out these two great public informational videos that Studio 1 TV staff produced recently. Marshall Aquatic Center Project Update <https://www.youtube.com/watch?v=h8lYrPicqoU>
Marshall Parks & Recreation Community Survey Results <https://www.youtube.com/watch?v=gwDGYTNInnY>

Finance

No Report

Assessing

No Report

Liquor Store

- January Financials: Sales \$440,194.21 (9.4%), Customer Count 13,681 (8.25%), Ticket Average \$32.18 (1.05%). Sales and Customer Counts were down for the month compared to 2021. Ticket Average was still hanging strong. Weather may have some impact on the sales/customer count. January/February are traditionally a slower time frame after the Holidays. Comparing to 2020 Sales and Customer Counts were up significantly.
- Staff is working on several commemorative pieces for the 150th City Anniversary. Items included: Jack Daniels Single Barrel boxed set with logo rocks glasses, 2 varietals of Tribute wine with logo stemless wine glasses, logo wine bottle cork stoppers, logo bottle openers and logo freeze wine cups. We are shooting for a March release for most items.
- Work has started with Visit Marshall on the Made in Minnesota Craft Brewery Festival at the Red Barron Arena. Mark your calendars for May 14th from 3-6pm. Our goal is to have close to 30 breweries on site for this event. Tickets available soon.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- Just under 300 open permits.
- The third Unique apartment building and Border State Electric building are the largest projects under construction. Ralco project permit has been approved.
- New permit software development implementation will begin this month.
- Sign Ordinance is under review.

PUBLIC WORKS DIVISION

Engineering

- Project Z83: James/Camden – Minor punchlist items remain before completion.
- Project Z87: Diversion Channel Slope Repairs and Sheet Pile Removal – R&G intends to complete this work in Spring 2022. Contract end date is October 14th, 2022.
- Project Z88: 2021 State Aid Overlay – Replacement of pedestrian ramps on N. 4th Street adjacent to Walnut and Elm Streets is planned to be completed in Spring 2022.
- Project PK-001: Independence Park Trail Replacement Project – A&C has completed trail replacement in the east portion of the park nearby the baseball fields and basketball court. Remaining trail will be replaced in Spring/Summer 2022.
- Project ST-001-2022: 2022 Chip Seal Project – This project is currently advertising. Bids for this project will be opened on Wednesday, February 16th. An award recommendation is expected to be brought to the Council at their 2/22 meeting.
- Project ST-002-2022: 2022 Overlay Project – Bids for this project were opened on Wednesday, February 2nd. An award recommendation is expected to be brought to the Council at their 2/8 meeting.

- Project ST-004: Halbur Road Reconstruction – This project is currently advertising. Bids for this project will be opened on Wednesday, February 16th. An award recommendation is expected to be brought to the Council at their 2/22 meeting.
- Project ST-005: Rose and Addison Parking Lot Reconstruction – Project plans are currently being developed.
- Project ST-006: SRTS School Pedestrian Crossing Improvements – Staff is coordinating final requirements from MnDOT to receive authorization to bid. Staff is intending to request authorization for advertisement from the Council at their 2/8 meeting.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are currently being developed. Staff will recommend advertisement once plans are complete.

Wastewater

- Assisting the street dept. with snow removal.
- Working on control room flooring now that the plant project is done.
- Working on lift station and vehicle maintenance and cleaning.
- Staff has completed 323 preventative maintenance work orders in the last 30 days.
- Our 2005 influent screen machine has been rehabilitated to factory specs.
- Valve repairs to our ATAD standby generator has been completed.
- Cleaning and repairs to our west traveling bridge effluent filter have been completed.
- Manufactured and installed a safety railing for the long-term building's roof top access.
- Snow removal in the facility.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to Nineteen (19) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (9)
 - Fire; Structure (6)
 - Medical Assist (0)
 - Vehicle Accident (4)
 - Other (0)

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 721 calls for the month of January. Sixty-Nine (69) criminal offenses were reported with a total number of twenty (20) adults arrested.

OFFICER'S REPORT

- Alarms (15)
- Accidents (33)
- Alcohol involved incidents (2)
- Assaults (4)
- Domestic Assaults (9)
- Burglaries (5)

- Criminal Sexual Conduct (3)
- Damage to Property (2)
- Keys Locked in Vehicles (33)
- Loud Party (4)/ Public Disturbances (10)
- Thefts (15)
- Traffic Related Complaints (130)
- Vandalism (0)
- Warrant Pickups (9)
- Welfare Checks (24)

After several months of listing a vacant police officer position, a conditional offer was made and accepted by Peter Vue. Peter will begin the Field Training program on February 11th. The Field Training program is an intensive 16 week program that prepares the candidate for solo patrol.

Captain Jeff Wenker has submitted his resignation and intends on retiring from the Marshall Police Department in April, 2022. Captain Wenker has served our community for over 30 years and will be missed. Captain Wenker's resignation has allowed us to make a conditional offer to another candidate on the eligibility list. The conditional offer indicates employment would start in June, 2022. The promotional process will begin immediately to fill the Captain position once Captain Wenker retires. The Police Advisory Board will be included in the process. This process may create other movement within the police organization structure.

Three Ford Explorers (squad cars) ordered through Enterprise have been delivered and are being upfitted by Guardian. Repairs to the Community Service Vehicle were needed to be done and required 16 hours of labor to complete the engine work.

DETECTIVE REPORT

- A 23-year old Marshall man was arrested for Burglary, Indecent Exposure, and Disorderly Conduct at the conclusion of a burglary investigation.
- A 55-year old Marshall woman was arrested for possession of stolen property in Hennepin County after committing an auto theft in Marshall. The case has also been referred to the Lyon County Attorney's Office for consideration of auto theft charges.
- Two related cases of the theft of coins from laundry machines in apartment buildings are under investigation.
- A theft by a former employee at a Marshall business is under investigation.
- Two separate cases of financial transaction card fraud and two cases of check fraud are under investigation.
- Three cases of criminal sexual conduct were investigated in the month.
- Six additional theft cases and two additional burglary cases were investigated in the month of January.
- Three theft by swindle (Scam) cases and two identity theft cases were investigated.
- Thirteen child protection reports and four reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.
- Pre-employment background investigations were completed on Police Officer candidates.

MERIT CENTER

- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing. There were 14 exams completed on the track in January.
- In January, MN West conducted an industrial safety course, pilot car course and CDL training at the MERIT Center.
- On January 8-9, the National Fire Academy held a Fire Leadership course at the MERIT Center for 19 local firefighters. These individuals will return in February and March for the remainder of the 3 course series.
- Blue Fire Training, LLC conducted regional fire training utilizing the rescue tower and the pond on Jan 15-16. 17 firefighters participated in this training.
- On January 26 the Regional Communication Board conducted their board meeting at the MERIT Center with 28 people in attendance.
- Ag Country hosted their annual Winter Farm Forum at the MERIT Center on January 27. 51 participants attended this event.
- The MERIT Center was utilized 22 out of 31 days in January with 209 participants attending these events/trainings.



BUILDING PERMIT LIST
February 08, 2022

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
SPECTRUM INTERIORS	100 COLLEGE DR W	INTERIOR REMODEL	4,986,800.00
Regnier Electric	612 VIKING DR	HVAC	3,100.00
Regnier Electric	202 ROBERT ST	HVAC	3,000.00
LAMOTE, LARRY L & MARGARET M	922 MAIN ST W	INTERIOR REMODEL	5,000.00
GESKE HOME IMPROVEMENT CO.	620 ELAINE AVE	Windows	2,800.00
PAMELA M FIER-HANSEN, JOHN C HANSEN &	1112 SKYLINE DR	INTERIOR REMODEL	2,000.00
GESKE HOME IMPROVEMENT CO.	806 VIKING DR	DOORS	1,400.00

2022 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 11, 2022
2. January 25, 2022

February

1. February 08, 2022
2. February 22, 2022

March

1. March 08, 2022
2. March 22, 2022

April

1. April 12, 2022
2. April 26, 2022

May

1. May 10, 2022
2. May 24, 2022

June

1. June 14, 2022
2. June 28, 2022

July

1. July 12, 2022
2. July 26, 2022

August

1. August 08, 2022 *(Monday)*
2. August 23, 2022

September

1. September 13, 2022
2. September 27, 2022

October

1. October 11, 2022
2. October 25, 2022

November

1. November 07, 2022 *(Monday)*
2. November 22, 2022

December

1. December 13, 2022
2. December 27, 2022

2022 Uniform Election Dates

- February 08, 2022
- April 12, 2022
- May 10, 2022
- August 09, 2022
- November 08, 2022

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



Upcoming Meetings

February

- 02/08 Community Service Advisory Board Interview, 4:45 PM, City Hall
 - 02/08 Regular Meeting, 5:30 PM, City Hall
 - 02/08 Closed Meeting, at or after 7:00 PM, City Hall
 - 02/22 Regular Meeting, 5:30 PM, City Hall
-

March

- 03/08 Regular Meeting, 5:30 PM, City Hall
 - 03/22 Regular Meeting, 5:30 PM, City Hall
-

April

- 04/12 Regular Meeting, 5:30 PM, City Hall
- 04/26 Regular Meeting, 5:30 PM, City Hall