



**CITY OF MARSHALL
City Council Meeting
A g e n d a**

**Tuesday, October 13, 2020 at 5:30 PM
Minnesota Emergency Response and Industrial
Training (MERIT) Center, 1001 Erie Road**

NOTICE: Pursuant to Minnesota State Statute 13D.021

Some or all members of the City Council may participate by telephone or other electronic means. Regular attendance and meeting location are not feasible due to the Coronavirus Disease (COVID-19) pandemic.

OPENING ITEMS

1. Call to Order/Pledge of Allegiance

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider approval of the minutes of the regular meeting held on September 22, 2020

PUBLIC HEARING

3. Carr Estates Fifth Addition – 1) Public Hearing on Preliminary Plat; 2) Approval of Preliminary Plat; 3) Consider Resolution Adopting the Final Plat
4. Ice and Snow Removal and Weed Elimination from Private Property in the City of Marshall. 1) Conduct a Public Hearing. 2) Consider a Resolution Adopting the Assessment

AWARD OF BIDS

5. Consider Award of Bids for Winter Road Salt and Winter Sand

CONSENT AGENDA

6. National Highway Traffic Safety Grant
7. Law Enforcement Center Repairs
8. Consider authorization to declare vehicle as surplus property for the Marshall Police Department.
9. Consider Approval of the Farm Lease between Paul & Fran Deutz, Inc. Tenant, and the City of Marshall as Landlord
10. Consider approval of an agreement with Sun Life Financial for Basic Life, AD&D, Child Life, and Supplemental Life insurance
11. Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 15 to Magney Construction, Inc.; 2) Consider Payment of Invoice 1302262 to American Engineering Testing, Inc.; 3) Consider Payment of Invoice 0258087 to Bolton & Menk, Inc.
12. Vacation of Utility Easement in Carr Subdivision I, Block One, Lots 9-10 (Vierstraete) -- Receive Petition for Vacation of Utility Easement and Call for Public Hearing
13. Approve Final Pay Application-LinnCo-Former Hotel Demolition Contract
14. Consider a LG220 Application for Exempt Permit for SWMN Ducks Unlimited
15. Consider a LG214 Premises Permit Application for the American Legion Post 113
16. Consider approval of the bills/project payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

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.

- [17.](#) Approve Amended Schwan Regional Amateur Sports Center City of Marshall Convention Visitors Bureau 2020 Service Contract
- [18.](#) Purchase of tactical rescue equipment for the Marshall Fire Department
- [19.](#) Project Z83: James Avenue/Camden Drive Reconstruction Project - Consider Resolution Ordering Preparation of Report on Improvement
- [20.](#) Project Y71: North Bruce Street/Skunk Hollow Road Reconstruction Project
- [21.](#) Consider approval of the 2021 Health Insurance Renewal with PEIP
- [22.](#) Consider amendment to the Travel and Training Personnel Policy
- [23.](#) 2021 EDA Budget-EDA Chamber Contracted Services

COUNCIL REPORTS

- [24.](#) Commission/Board Liaison Reports
- 25. Councilmember Individual Items

STAFF REPORTS

- 26. City Administrator
- [27.](#) Director of Public Works
- 28. City Attorney

ADMINISTRATIVE REPORTS

- [29.](#) Administrative Brief

INFORMATION ONLY

- [30.](#) Information Only

MEETINGS

- [31.](#) Upcoming Meetings

ADJOURN

RULES OF CONDUCT

- You may follow the meeting online – www.ci.marshall.mn.us.
- Public Hearing – the general public shall have the opportunity to address the Council.
 - Approach the front podium
 - State you name, address and interest on the subject
- Mayor may choose to allow others to address the Council during other agenda items. Persons who desire to speak should do so only after being recognized by the Mayor.
 - Approach the front podium
 - State you name, address and interest on the subject
- Persons in attendance at the meeting should refrain from loud discussions among themselves, clapping, whistling or any other actions. Our values include mutual respect and civility for all in attendance.
- If you have questions during the Council meeting please see Kyle Box, City Clerk who sits in the front left area of the audience sitting area.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the regular meeting held on September 22, 2020.
Background Information:	Enclosed are the minutes of the regular meeting held on September 22, 2020.
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 of the regular meeting held on September 22, 2020 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, September 22, 2020**

The regular meeting of the Common Council of the City of Marshall was held September 22, 2020, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. 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, Steven Meister, Glenn Bayerkohler, John DeCramer, Russ Labat and James Lozinski. Absent: None. 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; Karla Drown, Finance Director; Jim Marshall, Director of Public Safety; Scott VanDerMillen, Director of Community Services; Lauren Deutz, Economic Development Director; Sheila Dubs, Human Resource Manager; Bob VanMoer, Wastewater Treatment Facility Superintendent and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

Consider approval of the minutes of the work session and regular meeting held on September 8, 2020.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer that the minutes of the work session and regular meeting held on September 8, 2020 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Approval of the Consent Agenda.

Councilmember Labat requested that item number 3, Consider approval of an amendment to the Personnel Policy Manual--Appendix B--Maximum Allowable Reimbursement/Per Diem Rates, be removed for further discussion.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

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

Approval of a Farm Lease between Mortier Farms, Inc. and the City of Marshall.

Approval of a Farm Lease between Ron Verly and the City of Marshall

Approval of Resolution Number, 4751, Second Series, a resolution accepting Jonathan Monterroso as a member of the PERA Public Employees Police and Fire Plan.

Approval of two Temporary On-Sale Intoxicating Liquor Licenses for Marshall Area Chamber of Commerce.

Approval of a LG220 Application for Exempt Permit for Shades of the Past.

Approval of the bills/project payments

Consider approval of an amendment to the Personnel Policy Manual--Appendix B--Maximum Allowable Reimbursement/Per Diem Rates.

On an annual basis, Staff provide recommended amendments to the Employee Personnel Policy Manual—Appendix B—the Maximum Allowable Reimbursement / Per Diem Rates based upon the General Services Administration (G.S.A.) per diem rates.

A copy of the Travel policy was also included for reference purposes only; no amendments are being proposed by staff for the Travel policy.

The proposed amendments are consistent with Council direction since August 2009, and consistent with the G.S.A. website per diem rates.

Supplemental background on Appendix B: Since August 2009, the City Council has established the City's maximum allowable reimbursement and per diem rates for non-local travel in accordance with the rates established by the U.S. General Services Administration (GSA) rate schedule. The GSA per diem rates are set by federal fiscal year, which begins on October 1 and ends on September 30 each year. The GSA schedule includes several rate adjustments for FY2021. The rates shown are for in-state travel only. Where employees receive authorization to travel out-of-state, the employee clicks on the web-link provided in this Appendix to find the designated per diem rates.

Supplemental background on the Meal Per Diems: The Council will note that the Meal Per Diem column on the City's schedule reflects a decrease of \$5 from the GSA table (if you were to go to www.gsa.gov). Since August 2009, the Council has approved meal per diems consistent with the GSA schedule, minus the "Incidental Expenses", which equates to \$5 for all locations. Per the City's policy, any incidental or miscellaneous expenses require Division Director approval and submission of an itemized bill/receipt from the vendor. Examples of miscellaneous expenses may include, but are not limited to: parking fees, taxi fare, internet access charges, and fax charges.

Councilmember Labat removed the item from the consent agenda for discussion on the travel policy. There was continued discussion on the agenda item.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve amendment of Appendix B, the Maximum Allowable Reimbursement/Per Diem Rates of the Personnel Policy Manual in addition to the Personnel Committee reviewing the travel policy within the document. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

Consider approval of 2020-2021 League of Minnesota Cities Insurance Trust Property/Casualty and Liability Insurance.

The City of Marshall carries property and casualty insurance coverage with the League of Minnesota Cities Insurance Trust (LMCIT). The annual renewal is for the coverage period of October 1, 2020 through September 30, 2021. Sheldon Kimpling will be in attendance to review the renewal and coverage in greater detail.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the annual LMCIT property, casualty and liability insurance renewal while seeking for a new quote for boiler coverage. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Passed. 6-1**

Wastewater Treatment Facilities Improvement Project - Project Update Presentation.

Wastewater Superintendent Bob VanMoer provided a project update to the Wastewater Treatment Facility via PowerPoint.

Marshall CARES Grant Update and Request

The Marshall EDA closed the application period for the Marshall CARES Grant on September 11, 2020. Staff received 84 applications (54 applications in 1.0 program and 29 in 2.0 program). Of the applications received, six were deemed ineligible based on the program's qualifications.

In the Marshall CARES Grant 1.0 program, staff awarded \$327,500 in grant funds to 47 businesses and non-profits. The EDA board approved a continuation of the grant program, Marshall CARES Grant 2.0, at the August 8, 2020 EDA meeting.

In the CARES Grant 2.0 program, staff received 29 applications (6 applications rolled over from the 1.0 program to the 2.0 program), 31 of which are eligible, with requests totaling \$223,056.30. With only \$172,500 remaining of the previously approved \$500,000, EDA staff is requesting additional funds in order to award all remaining eligible applicants. Staff is requesting up to an additional \$50,556.30 in grant funds.

Motion made by Councilmember DeCramer, Seconded by Councilmember Meister to approve up to \$50,556.30 of City CARES funds to the CARES Grant 2.0 program. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat
Voting. Abstaining: Councilmember Lozinski. The motion **Passed. 6-0-1**

City of Marshall - Lyon County EDA Update.

Economic Development Direct Lauren Deutz and City Administrator Sharon Hanson provided an update on the EDA discussion between the City of Marshall and Lyon County.

City Hall Project Update; Consider approval of a Change Order.

City Administrator Sharon Hanson provided the background information on the agenda item. The council packet includes the proposed rendering of city hall including the back, side (southeast) and front sides. Also included are two change order amounts for;

- 1) Demolition and backfill of southeast wall, \$111,466.00.
- 2) Foundation removal, soil correction and fire damper in louver, \$6,518.00.

A complete change order (PR4) will be provided prior to the council meeting which will include the completed southeast wall redesign and take into consideration cost saving efforts on the front and back of the building.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer to approve the listed change orders for the City Hall Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Passed. 6-1**

Preliminary Plat of Carr Estates Fifth Addition - Introduce Plat and Call for Public Hearing.

The developer approached the City with a request to plat one additional lot onto the end of Continental Street, adjacent to Lot 6, Block 3 of Carr Estates Second Addition. The street and utilities are already installed along the frontage. Staff's only concern is street drainage on Continental Street from the intersection with Cadillac Drive to the east toward the field. The street grade drains east to the field, but drainage is blocked by a small hill. Staff had informed the developer, and the developer, also owner of the adjacent field, indicated that a drainage path will be created to drain surface water from the city street. A

Copies of the proposed subdivision have been sent to the local utility companies for their review and comments. The preliminary plat was presented at the Planning Commission meeting on September 9, 2020. The property owners of 510 Continental Street expressed concerns relating to drainage, and discussion was conducted regarding the topic. Following discussion, Schroeder MADE A MOTION, SECOND BY Lee, to recommend approval of the preliminary plat to the City Council. All voted in favor. The applicant will be billed for all direct costs relating to the platting process.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the Council call for public hearing on the Preliminary Plat of Carr Estates Fifth Addition to be held at the October 13, 2020 City Council meeting, as per the recommendation of the Planning Commission. Voting Yea: Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Mayor Byrnes. The motion **Passed. 6-0-1**

Project Z82: North 1st Street Reconstruction Project - Consider Resolution Ordering Preparation of Report on Improvement.

The proposed project includes a complete reconstruction of North 1st Street between West Main Street and West Marshall Street, and West Lyon Street, West Redwood Street, and West Marshall Streets between East College Drive and North 1st Street. The complete reconstruction includes sidewalk, curb and gutter, street surfacing, watermain, sanitary sewer, and storm sewer replacement for all listed streets in the project limits, with exception to West Marshall Street where utility replacement work has already occurred.

The project is identified in the City Capital Improvement Plan (CIP) for 2021.

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.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer that the Council adopt RESOLUTION NUMBER 4752, SECOND SERIES, which is the "Resolution Ordering Preparation of Report on Improvement" for Project Z82: North 1st Street Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

Mayor Byrnes recommended the follow applicant to the Police Advisory Board.

Tim Tomasek to an expired term to expire on 5/31/2022.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister approval of appointments to the various boards, commissions, bureaus and authorities. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Commission/Board Liaison Reports

Byrnes Southwest Regional Development Commission met to review applications for CARES funding.

Schafer MERIT Center Commission reviewed previous months use of the facility

- Meister Economic Development Authority met to discuss CARES Act funding, introductions to MMU General Manager.
- Bayerkohler Public Housing Commission met and approved its operating budget, family unit utility allowances, a new maintenance plan and awarded a snow removal contract.
- DeCramer Marshall Municipal Utilities met to discuss 2021 budget, starting in 2023 a time of use rate system will be in place for utility charges.
- Labat Library Board met and reviewed its operations during the COVID-19 pandemic.
- Lozinski No Report

Councilmember Individual Items

Councilmember DeCramer commented on the salt and sand bids and how the city removed the excess salt from city street. Director of Public Works/ City Engineer Jason Anderson provided its process to remove the salt from city streets and using alternative solutions to salt.

Councilmember Schafer commented on the Joint Law Enforcement meeting and that there will be a list of capital items up for review.

Mayor Byrnes commented on the 9/11 memorial event and suggested that the upcoming evaluation of the City Administrator be a 360 evaluation.

City Administrator

City Administrator Sharon Hanson discussed a meeting with staff, council and community members on diversity and equity within the city of Marshall. Administrator Hanson discussed the resignation of Avera Marshall's Mary Maertens.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson provided a construction update for the city.

City Attorney

No Report

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

At 7:24 P.M., Motion made by Councilmember Lozinski, Seconded by Councilmember Meister to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Mayor

Attest:

City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Carr Estates Fifth Addition – 1) Public Hearing on Preliminary Plat; 2) Approval of Preliminary Plat; 3) Consider Resolution Adopting the Final Plat.
Background Information:	<p>Attached please find a copy of the preliminary plat of Carr Estates Fifth Addition in Marshall, Minnesota.</p> <p>The developer approached the City with a request to plat one additional lot onto the end of Continental Street, adjacent to Lot 6, Block 3 of Carr Estates Second Addition. The street and utilities are already installed along the frontage. Staff’s only concern is street drainage on Continental Street from the intersection with Cadillac Drive to the east toward the field. The street grade drains east to the field, but drainage is blocked by a small hill. Staff had informed the developer, and the developer, also owner of the adjacent field, indicated that a drainage path will be created to drain surface water runoff from the city street.</p> <p>Attached please find a copy of the Engineer’s Report of Preliminary Plat Review. Copies of the proposed subdivision have been sent to the local utility companies for their review and comments, and their requirements, if any, have been incorporated into the plat.</p> <p>The preliminary plat was presented at the Planning Commission meeting on September 9, 2020. The property owners of 510 Continental Street expressed concerns relating to drainage, and discussion was conducted regarding the topic. Following discussion, Schroeder MADE A MOTION, SECOND BY Lee, to recommend approval of the preliminary plat to the City Council. All voted in favor.</p> <p>Attached please find a copy of the Final Plat Checklist for Carr Estates Fifth Addition.</p>
Fiscal Impact:	The applicant will be billed for all direct costs relating to the platting process.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council close the public hearing and approve the Preliminary Plat of Carr Estates Fifth Addition.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER XXXX, SECOND SERIES, which is the Resolution Approving the Final Plat of Carr Estates Fifth Addition.</p>

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION APPROVING THE FINAL PLAT OF CARR ESTATES FIFTH ADDITION

WHEREAS, the developer has filed with the Common Council, a Preliminary Plat identified as Carr Estates Fifth Addition situated in the City of Marshall, County of Lyon, State of Minnesota, described as follows, to-wit:

CARR ESTATES FIFTH ADDITION BLOCK ONE LOT 1

more particularly described as attached Exhibit A.

WHEREAS, the Final Plat of Carr Estates Fifth Addition was presented to the Common Council on October 13, 2020.

NOW THEREFORE BE IT FURTHER RESOLVED, that said Final Plat of Carr Estates Fifth Addition has been duly found to be in conformity with Chapter 66 of the Code of Ordinances and State Statutes.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes and directs the City Clerk/Finance Director to certify his approval on the plat.

NOW THEREFORE BE IT FURTHER RESOLVED THAT this resolution shall become void 90 days after adoption and fulfillment of all contingencies of approval, if any, unless the plat is filed for record within such time.

Passed and adopted by the Common Council this 13th day of October, 2020.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

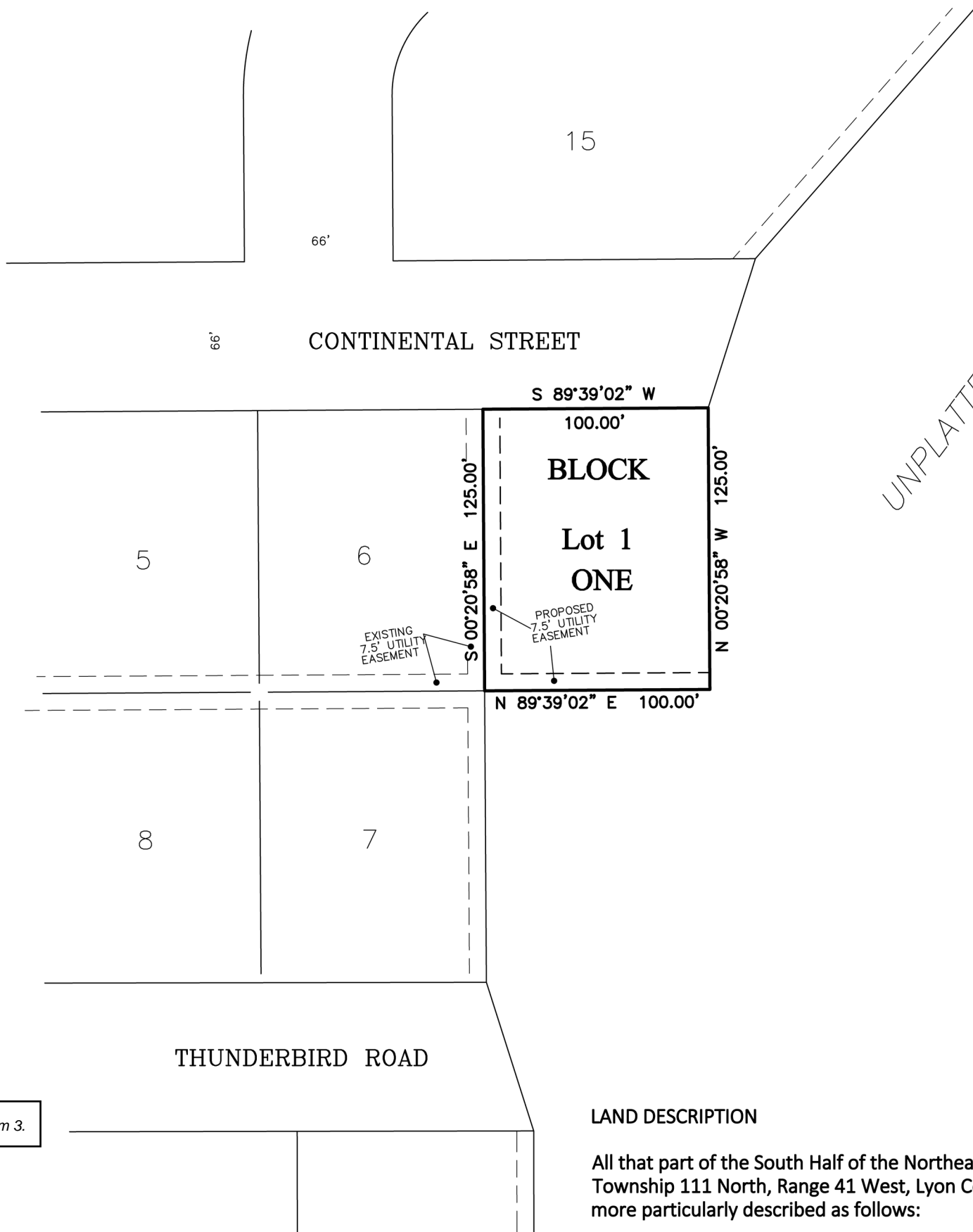
This Instrument Drafted By: Jason R. Anderson, P.E.; Director of Public Works/City Engineer

EXHIBIT A

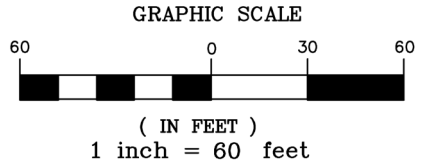
All that part of the South Half of the Northeast Quarter of Section 16, Township 111 North, Range 41 West, Lyon County, Minnesota, being more particularly described as follows:

Beginning at the northeast corner of Lot 6, Block 3 of Carr Estates Second Addition, in the City of Marshall, as filed and recorded in the office the County Recorder, in and for said Lyon County; thence South 00 degrees 20 minutes 58 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the east line of said Lot 6, a distance of 125.00 feet, to the southeast corner of said Lot 6; thence North 89 degrees 39 minutes 02 seconds East a distance of 100.00 feet; thence North 00 degrees 20 minutes 58 seconds West a distance of 125.00 feet, to the south line of Continental Street, as shown on said plat of Carr Estates Second Addition; thence South 89 degrees 39 minutes 02 seconds West, along said south line, a distance of 100.00 feet; to the point of beginning.

PRELIMINARY PLAT OF CARR ESTATES FIFTH ADDITION



UNPLATTED



LEGEND

- These standard symbols will be found in the drawing.
- MONUMENTS FOUND
 - MONUMENTS SET- 5/8" IRON
W/SEAL #43844
 - /// BROKEN SCALE

Item 3.

LAND DESCRIPTION

All that part of the South Half of the Northeast Quarter of Section 16, Township 111 North, Range 41 West, Lyon County, Minnesota, being more particularly described as follows:

Beginning at the northeast corner of Lot 6, Block 3 of Carr Estates Second Addition, in the City of Marshall, as filed and recorded in the office the County Recorder, in and for said Lyon County; thence South 00 degrees 20 minutes 58 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the east line of said Lot 6, a distance of 125.00 feet, to the southeast corner of said Lot 6; thence North 89 degrees 39 minutes 02 seconds East a distance of 100.00 feet; thence North 00 degrees 20 minutes 58 seconds West a distance of 125.00 feet, to the south line of Continental Street, as shown on said plat of Carr Estates Second Addition; thence South 89 degrees 39 minutes 02 seconds West, along said south line, a distance of 100.00 feet; to the point of beginning.

SURVEYOR'S CERTIFICATION

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 Land Surveyor under the laws of the State of Minnesota.

DANIEL L. BUELTEL LICENSE NO: 43844
DATE: SEPTEMBER 2, 2020

Prepared for JAMES CARR
Prepared by
Bueltel-Moseng Land Surveying, Inc.
Marshall, MN 56258 Ph. 507-532-9043
PROJECT NO. 20-2067P

**ENGINEER'S REPORT
 PRELIMINARY PLAT REVIEW**

Subdivision Name: Carr Estates Fifth Addition

Quarter NE¼ Section 16 Township 111N Range 41W

Owner's Name: VESTA, LLC

Surveyor: Daniel L. Bueltel Reg. No. 43844

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage				100' X 125' = 12,500 SF = 0.29 acres
f.	Zoning classification				
g.	Contours			X	Single lot on end of subdivision with grading plan; match adjacent
h.	Boundary line bearings and distances	X			
i.	Easement	X			
j.	Street names, elevations and grades	X			See (g.) for grades

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
k.	Utilities			X	
l.	Lot lines, numbers and dimensions	X			
m.	Park land		X		Fee
n.	Setbacks			X	Standard residential lot: 25' front, 5' side, rear based on lot depth; this lot matches adjacent Carr Estates 2 nd depth
o.	Natural drainageways			X	
p.	Other related information			X	
q.	Covenants and restrictions			X	
r.	Improvement plans and financing			X	
s.	Future platting			X	
t.	Variance request			X	
u.	Floodway and flood zone designations			X	
v.	Certificates of approval			X	

Sec. 66-54. Information required. (2) Other preliminary plans.		Yes	No	N/A	Comments
a.	Drainage and grading plans 1. Existing and proposed drainage.			X	See (g.)
	2. Drainage flow facility.			X	See (g.)
b.	Utility plans			X	See (k.)

CITY ENGINEER'S RECOMMENDATIONS:

Approve.

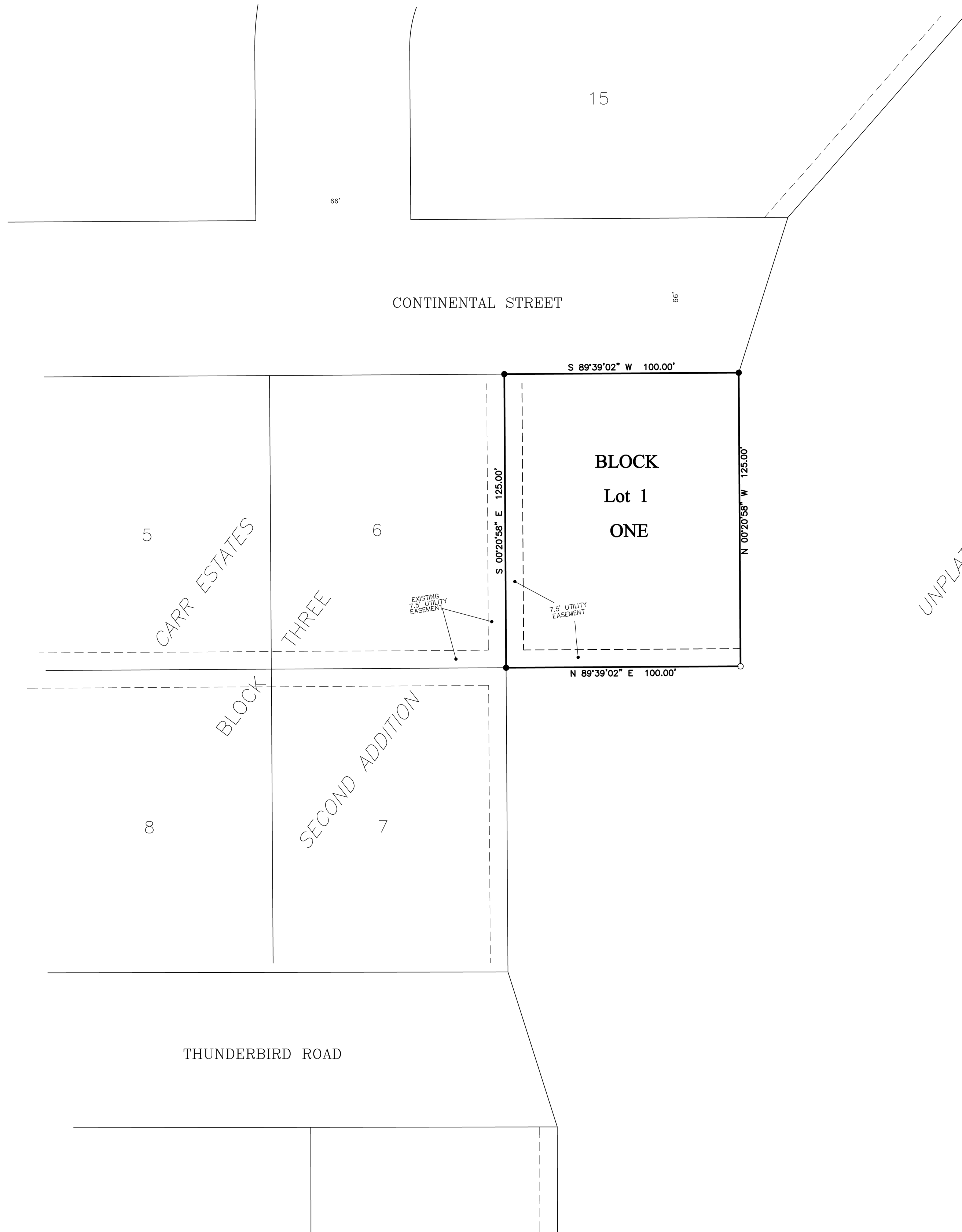
DATE RECEIVED: September 2, 2020

DATE REVIEWED: September 2, 2020

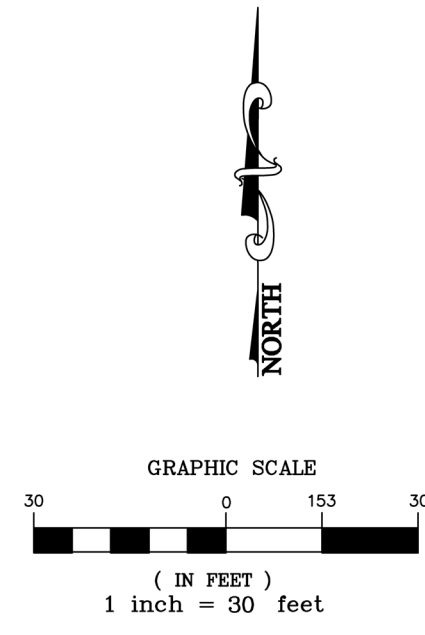
PLANNING COMMISSION REVIEW DATE: September 9, 2020

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

CARR ESTATES FIFTH ADDITION



UNPLATTED



KNOW ALL PEOPLE BY THESE PRESENTS: That Carr Farms Partnership, a Minnesota general partnership, fee owner of the following described property:

All that part of the South Half of the Northeast Quarter of Section 16, Township 111 North, Range 41 West, Lyon County, Minnesota, being more particularly described as follows:

Beginning at the northeast corner of Lot 6, Block 3 of Carr Estates Second Addition, in the City of Marshall, as filed and recorded in the office the County Recorder, in and for said Lyon County; thence South 00 degrees 20 minutes 58 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the east line of said Lot 6, a distance of 125.00 feet, to the southeast corner of said Lot 6; thence North 89 degrees 39 minutes 02 seconds East a distance of 100.00 feet; thence North 00 degrees 20 minutes 58 seconds West a distance of 125.00 feet, to the south line of Continental Street, as shown on said plat of Carr Estates Second Addition; thence South 89 degrees 39 minutes 02 seconds West, along said south line, a distance of 100.00 feet; to the point of beginning.

Have caused the same to be surveyed and platted as CARR ESTATES FIFTH ADDITION, and do hereby donate and dedicate to the public for public use forever the utility easements as shown on this plat.

Carr Farms Partnership

by _____
James C. Carr, Its Partner

STATE OF MINNESOTA
COUNTY OF LYON

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by James C. Carr, partner, on behalf of Carr Farms Partnership, a Minnesota general partnership.

Notary Public,
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as CARR ESTATES FIFTH ADDITION, that this plat is a correct representation of said survey; that all distances are correctly shown on the plat; that all monuments have been correctly placed in the ground as shown on the plat; that the outside boundary lines are correctly designated on the plat and that there are no wetlands or public highways to be designated on this plat other than as shown.

Daniel L. Bueltel
Minnesota License Number 43844

STATE OF MINNESOTA
COUNTY OF LYON

The Surveyor's Certificate was acknowledged before me on this _____ day of _____, 20____, by Daniel L. Bueltel, a licensed land surveyor.

Notary Public,
My Commission Expires _____

CITY COUNCIL

This plat of CARR ESTATES FIFTH ADDITION was approved and accepted, by resolution, at a meeting of the City Council of Marshall, Minnesota, held this _____ day of _____, 20____.

Mayor

City Clerk

OFFICE OF THE LYON COUNTY AUDITOR/TREASURER

I hereby certify that the tax for the year 20____ on the land described in the foregoing instrument and as shown on the annexed plat has been paid in full.

Auditor/Treasurer, Lyon County

OFFICE OF THE LYON COUNTY RECORDER

I hereby certify that this instrument was filed and microfilmed in this office for record on the _____ day of _____, 20____, at _____ o'clock _____ m., and was duly recorded as document number _____, envelope number _____.

Recorder, Lyon County

FINAL PLAT CHECKLIST CHAPTER 66 - SUBDIVISIONS

Subdivision Name: Carr Estates Fifth Addition

Quarter NE¼ Section 16 Township 111N Range 41W

Owner's Name: VESTA, LLC

Surveyor: Daniel L. Bueltel Reg. No. 43844

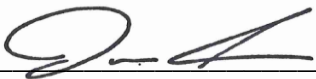
		Yes	No	N/A	Comments
Sec. 66-71. Final plans.					
a.	<i>Generally.</i> Following the approval of the preliminary plat, if the developer wishes to proceed, five copies of the final utility, drainage, grading and erosion control plans shall be submitted to the city engineer for review and approval for the entire development phase as shown on the preliminary plan. Any or all of these plans may be deleted at the city engineer's discretion.			X	Not necessary.
b.	<i>Final site grading plan.</i> The drainage and grading plans shall show the contours with intervals of one foot. The minimum ground/garage floor elevation shall be shown for buildings on lots. The site grading plan shall also show drainage arrows for each lot and lot corner elevations.			X	Not required here.
c.	<i>Final street grading plan.</i> The street grading plan shall show percent slope for all proposed streets. Where the developer owns only half the property which makes up a street, and this is the first request for development along the street, the developer shall establish the street grades for the street for approval by the city engineer.			X	Street is existing.
d.	<i>Final drainage and surface water management plan.</i> An overall drainage plan showing proposed drainageways and storm sewer systems will be required along with 100-year drainageway elevations. The plan shall include calculations of the rainfall duration and intensity and the acreage and proposed volume of flow for the development area and the surrounding drainage basin in accordance with design and development criteria established by the city. The final drainage plan shall provide information for drainageway and detention pond dedication as indicated in section 66-111. The proposed channel and/or pipe sizes with grades and proposed inlet locations and outlet connections shall be shown. All plans for drainage shall be based on and comply with the comprehensive surface water management plan and ordinance of the city.			X	Pre-existing development.

		Yes	No	N/A	Comments
e.	<i>Final utility plan.</i> The utility plan shall show:				
	(1) The final sewer system layout showing the proposed sizes and the direction of flow, the manhole locations and their approximate depth.			X	Already have.
	(2) The final water system layout showing the location of existing water lines and the proposed pipe sizes, hydrant and valve locations.			X	Already have.
	(3) The final approved street lighting layout in accordance with city policy			X	
f.	<i>Erosion control plan.</i> The erosion control plan shall show the following:				
	(1) All proposed land disturbances including areas of excavation, grading, filling, removal or destruction of topsoil, and spreading of earth material.			X	Addressed with Land Disturbance permit.
	(2) Provisions for erosion control during construction. Such provisions shall include the sequence of the operations listed above, with an estimated time of exposure. The proposed temporary measures to control erosion shall be designed to withstand the two-year rain and be shown on the plan.			X	Land Disturbance permit
Sec. 66-72. Procedure.					
a.	The final plat, in form and number required by state statutes, together with two paper copies and supplementary data and documents, and an abstract of title, registered property certificate, or both, as the case may be, certified within the preceding 30 days, shall be filed with the city engineer. The plats required for filing shall bear the fully executed certificates of the subdivider and surveyor. The supplementary documents shall be in final form and shall be fully executed by the subdivider at the time of such filing.	X			
b.	The city engineer shall forward the official plat and one paper copy and supplementary engineering documents and data to the city clerk/finance director, and one paper copy and supplementary legal and title documents to the city attorney.	X			
c.	The city engineer shall examine the plat to determine whether or not it conforms to the preliminary plat and is consistent with the action taken by the council and with the requirements of this chapter. The city attorney or his assistant, shall examine the title and determine whether or not the proper parties have subdivided the land and whether or not the title is without defects. They shall forward their respective opinions to the council.	X			City Attorney to execute title and approve prior to recording Final Plat.

		Yes	No	N/A	Comments
d.	If the final plat and supplementary data and documents are found to be consistent with the action taken by the council and in conformity with this chapter and state statutes, and after payment of plat review charges, the council shall adopt an approving resolution which shall also authorize and direct the city clerk/finance director to certify his approval on the plat. When he has so certified, the city clerk/finance director shall return the official plat and copies required for filing to the subdivider, together with a certified copy of resolution of approval which must be filed with the official plat. An approving resolution shall become void 90 days after adoption, unless the plat is filed for record within such time, provided that the time limitation shall be stated therein. If the final plat and supplementary data and documents are not in conformance with prior council action, this chapter or state statutes, the council shall forthwith return the executed plats and documents and state the requirements necessary for approval of the final plat.	X			To be completed upon approval by Council and verification by City Attorney for proper title.
Sec. 66-73. Supplementary data and documents.					
	Every final plat shall be in strict accordance with the state statutes and shall contain the following:				
(1)	The proposed name of the subdivision. The name shall not duplicate, be the same in spelling or alike in pronunciation with the name of any other recorded subdivision, unless it is an extension of or adjacent to such subdivision.	X			
(2)	The names of all adjacent subdivisions, all lot and block lines, types of easements, and rights-of-way. Adjoining unplatted property shall be labeled as such.	X			
(3)	A systematic lot and block numbering pattern, lot lines and street/road names, and the square footage of all lots.	X			
(4)	The location and width of all proposed and existing rights-of-way, alleys and easements, as well as the location of any parks and dedicated drainageways.	X			
(5)	The boundary lines of the area being subdivided with accurate angles or bearings and distances tying the perimeter boundaries to the nearest established street/road line, section corner, other previously described subdivision, or other recognized permanent monuments which shall be accurately described on the plat.	X			
(6)	Location of all monuments and permanent control points, and all survey pins, either set or located.	X			
(7)	The identification of any portions of the property intended to be dedicated or granted for public use such as school or park land.			X	

		Yes	No	N/A	Comments
(8)	All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision lots, streets/roads, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/100 of a foot.	X			
(9)	The radii, chords, length of curves, points of tangency, and central angles for all curvilinear streets/roads and radii for all rounded corners.	X			
(10)	The boundary delineation of the floodway and flood zones, along with the base flood elevation on each lot as determined from the flood insurance rate maps.			X	
(11)	The certificate of the surveyor attesting to the accuracy of the survey and the correct location of all pins and monuments shown.	X			
(12)	Acknowledgement of the owner of the plat of any restrictions, including dedication to public use of all streets/roads, alleys, parks, or other open spaces shown thereon and the granting of easements required.	X			
(13)	All formal irrevocable offers of dedication for all streets/roads, alleys, parks, and other uses as required.			X	
(14)	Certificates of approval for endorsement by the city engineer, the city clerk/finance director, the city planning commission, and the city council.	X			
(15)	Protective covenants, if any.			X	
(16)	Letters of approval for highway access points and frontage roads from the commissioner of highways and county engineer, where applicable.			X	
Sec. 66-74 – 66-95. Reserved.					

		Yes	No	N/A	Comments
ARTICLE III. DESIGN STANDARDS AND REQUIRED IMPROVEMENTS.					
Sec. 66-96 – 66-114. SEE ATTACHED.					
Sec. 66-115. Assurances for the completion of minimum improvements.					
(a)	<i>Assurances for subdivisions within the city limits.</i> No plats of any subdivision shall be approved unless the improvements required by this chapter have been installed prior to such approval or unless the developer shall have signed an assurance agreement to establish the responsibility for the construction of such improvements in a satisfactory manner and within a period specified by the city council, such period not to exceed one year. An extension to that one year period may be granted at the discretion of the city council. This assurance agreement shall be recorded with the registrar of deeds at the time of filing the plat			X	
(b)	<i>Assurances for rural subdivisions.</i> No plat of any rural subdivision shall be approved unless the improvements required by this chapter have been installed prior to such approval, or unless the developer shall have posted a surety bond or irrevocable letter of credit or acceptable cash deposit assuring completion of all required improvements. No building permits shall be issued until assurances have been filed or all required road improvements have been completed.			X	


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

10-09-2020
 Date

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Ice and Snow Removal and Weed Elimination from Private Property in the City of Marshall. 1) Conduct a Public Hearing. 2) Consider a Resolution Adopting the Assessment.
Background Information:	<p>City shall conduct public hearing to consider approving of special assessment to be levied against City property to allow for collection of costs incurred by the City to remove ice and snow and to mow lawns-eliminate weeds on private property. Minnesota Statutes Chapter 429.101 does set forth the various types of City charges that can be assessed against property taxes pursuant to the special assessment process. Minnesota Statutes §429.101 subd. 1(1) indicates that snow, ice, or rubbish removal from sidewalks may be assessed against property owners. §429.101 subd. 1(2) indicates that “weed elimination from streets or private property” may be assessed against property owners.</p> <p>The procedure by which those types of costs incurred by the City may be assessed against private property owners is outlined in Minnesota Statute §429.061 and procedures further outlined in a Minnesota Court of Appeals decision Sykes v. Rochester City Council Court of Appeals case A13-2421. The Sykes decision does require full compliance with §429.061, when levying those costs as assessments against private property. §429.061 does require public hearing to be held before those amounts can be assessed.</p> <p>The City Council has previously passed a resolution declaring the costs to be assessed as required by Minnesota Statute §429.061 and further that a second resolution has been passed calling for a public hearing regarding those costs to be assessed. Notice of public hearing has been sent to property owners and has been published in the Marshall Independent as required by Statute. Public hearing is to be held as scheduled.</p>
Fiscal Impact:	The City has incurred the costs for ice and snow removal, lawn mowing and weed elimination as set forth in the attached resolution. Approval of the resolution will allow for the City to recover its out of pocket costs.
Alternative/ Variations:	None recommended.
Recommendations:	<p>Recommendation #1 that the Council close the public hearing on assessments for ice and snow removal and for weed elimination from private property in the City of Marshall.</p> <p>Recommendation #2 that the Council adopt RESOLUTION NUMBER XXXX, SECOND SERIES, which is the “Resolution Adopting Assessment” for ice and snow removal and for weed elimination from private property in the City of Marshall.</p>

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 assessments for the following:

ICE AND SNOW REMOVAL AND FOR WEED ELIMINATION FROM PRIVATE PROPERTY IN THE CITY OF MARSHALL

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

- Such proposed assessments, as outlined below, are hereby accepted and shall constitute the special assessments 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.

Parcel Number	Property Owner	Property Address	Assessment Amount	Reason
27-207023-0	SMITH, HUGH ALLEN	400 Donita Ave.	\$80.00	Snow Removal
27-893001-0	VANDEVEIRE, ROBERT E	501 CENTRAL AVE	\$190.00	Snow Removal
27-825036-0	MAHOWALD, DANIEL C	600 West Marshall	\$180.00	Snow Removal
27-206103-0	OZUNA, FELICIANO	800 4th Street S.	\$80.00	Snow Removal
27-677150-0	CLAUSEN, TIMOTHY J P	207 5th St. N.	\$90.00	Snow Removal
27-604124-0	VIKING COCA COLA BOTTLING CO	407 Main Street E.	\$90.00	Snow Removal
27-156021-0	SCHREIFELS, AMY	401 COLLEGE DR W	\$70.00	Snow Removal
27-156028-0	CENTRAL COAST HOLDINGS LLC	403 College Dr W.	\$70.00	Snow Removal
27-837043-0	REYNA, HOPE ELIZABETH	305 Sunrise Ln	\$110.00	Mowing

- Such assessments are proposed to be payable in equal annual principal installments extending over a period of one (1) year, the first of the installments to be payable on or before the first Monday in January 2021 and shall bear interest at the rate of two and five one-tenths percent (2.5%) per annum from November 13, 2020. To the first installment shall be added interest on the entire assessment from November 13, 2020 through December 31, 2021. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
- The owner of any property may at any time prior to certification of the assessment to the County Auditor, pay the entire assessment on such property, with interest accrued from November 13, 2020 to the date of payment, to the City Clerk. No interest shall be charged if the entire assessment is paid by November 13, 2020. In all succeeding years, you may pay to the City Clerk the entire amount of the assessment remaining unpaid before November 13 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above, the rate of interest that will apply is two and five one-tenths percent (2.5%) per year. The right to partially prepay the assessment to the City Clerk is available.
- 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 Marshall City Council this 13th day of October, 2020.

Mayor

Attest:

City Clerk

Sec. 62-2. - Ice and snow on public sidewalks.

- (a) *Declared a nuisance.* All snow and ice remaining upon public sidewalks is hereby declared to constitute a public nuisance and shall be abated by the owner or tenant of the abutting private property within 12 hours after such snow and ice has ceased to be deposited.
- (b) *City to remove.* The city may cause to be removed from all public sidewalks, beginning 24 hours after snow or ice has ceased to fall, all snow and ice which may be discovered thereon, and it shall keep a record of the cost of such removal and the private property adjacent to which such accumulations were found and removed.
- (c) *Cost of removal to be assessed.* The city administrator shall, upon direction of the council, and on receipt of the information provided for in subsection (b) of this section, extend the cost of such removal of snow or ice as a special assessment against the lots or parcels of ground abutting on walks which were cleared, and such special assessments shall, at the time of certifying taxes to the county auditor, be certified for collection as other special assessments are certified and collected.
- (d) *Civil suit for cost of removal.* The city administrator shall, in the alternative, upon direction of the council, bring suit in a court of competent jurisdiction to recover from the persons owning land adjacent to which sidewalks were cleared, as provided in subsection (b) of this section, the cost of such clearing and the cost and disbursements of a civil action therefor.
- (e) *City administrator to report sidewalks cleared.* The city administrator shall present to the council at its first meeting after snow or ice has been cleared from the sidewalks, as provided in subsection (b) of this section, the report of the city thereon, and shall request the council to determine by resolution the manner of collection to be used as provided in subsections (c) and (d) of this section.
- (f) *Placing snow or ice in public street, walks or on other city property.* It is a misdemeanor for any person, not acting under a specific contract with the city, to remove snow from private property or alleys and place the snow on a public street or walks in such quantity, or in such manner, as to cause a hazard to travel, without adequate arrangements for the immediate removal of the snow. It is also a misdemeanor for any person not acting under a contract with the city to dump snow on other city property.

(Code 1976, § 7.04)

State Law reference— Special assessments for snow and ice removal, Minn. Stat. § 429.101.

Sec. 82-1. - Grass and weeds on private property.

- (a) It is unlawful for any owner, occupant or agent of any lot or parcel of land in the city, to allow any weeds or grass growing upon any such lot or parcel of land to grow to a greater height than eight inches or to allow such weeds or grass to go to seed, unless such grass or seed is brome grass or alfalfa, which is cut, baled and removed from the premises according to normal farming practices.
- (b) If any such owner, occupant or agent fails to comply with this height limitation and, after notice given by the city clerk, has not within seven days of such notice complied, the city shall cause such weeds or grass to be cut and the expenses thus incurred shall be a lien upon such real estate. The finance director shall certify to the county auditor a statement of the amount of the cost incurred by the city. Such amount, together with interest, shall be entered as a special assessment against such lot or parcel of land and be collected in the same manner as real estate taxes.

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

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

429.101 UNPAID SPECIAL CHARGES MAY BE SPECIAL ASSESSMENTS.

Subdivision 1. **Ordinances.** (a) In addition to any other method authorized by law or charter, the governing body of any municipality may provide for the collection of unpaid special charges as a special assessment against the property benefited for all or any part of the cost of:

- (1) snow, ice, or rubbish removal from sidewalks;
- (2) weed elimination from streets or private property;
- (3) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of sections 463.15 to 463.26;
- (4) installation or repair of water service lines, street sprinkling or other dust treatment of streets;
- (5) the trimming and care of trees and the removal of unsound trees from any street;
- (6) the treatment and removal of insect infested or diseased trees on private property, the repair of sidewalks and alleys;
- (7) the operation of a street lighting system;
- (8) the operation and maintenance of a fire protection or a pedestrian skyway system;
- (9) inspections relating to a municipal housing maintenance code violation;
- (10) the recovery of any disbursements under section 504B.445, subdivision 4, clause (5), including disbursements for payment of utility bills and other services, even if provided by a third party, necessary to remedy violations as described in section 504B.445, subdivision 4, clause (2); or
- (11) [Repealed, 2004 c 275 s 5]
- (12) the recovery of delinquent vacant building registration fees under a municipal program designed to identify and register vacant buildings.

(b) The council may by ordinance adopt regulations consistent with this section to make this authority effective, including, at the option of the council, provisions for placing primary responsibility upon the property owner or occupant to do the work personally (except in the case of street sprinkling or other dust treatment, alley repair, tree trimming, care, and removal, or the operation of a street lighting system) upon notice before the work is undertaken, and for collection from the property owner or other person served of the charges when due before unpaid charges are made a special assessment.

(c) A home rule charter city, statutory city, county, or town operating an energy improvements financing program under section 216C.436 or 216C.437 has the authority granted to a municipality under paragraph (a) with respect to energy improvements financed under that section.

Subd. 2. **Procedure for assessment.** Any special assessment levied under subdivision 1 shall be payable in a single installment, or by up to ten equal annual installments as the council may provide, except that a special assessment made under an energy improvements financing program under subdivision 1, paragraph (c), may be repayable in up to 20 equal installments. With these exceptions, sections 429.061, 429.071, and 429.081 shall apply to assessments made under this section.

Subd. 3. **Issuance of obligations.** (a) After a contract for any of the work enumerated in subdivision 1 has been let, or the work commenced, the council may issue obligations to defray the expense of any such

work financed in whole or in part by special charges and assessments imposed upon benefited property under this section.

(b) Section 429.091 shall apply to such obligations with the following modifications:

(1) such obligations shall be payable not more than two years from the date of issuance;

(2) the amount of such obligations issued at one time in a municipality shall not exceed the cost of such work during the ensuing six months as estimated by the council;

(3) a separate improvement fund shall be set up for each of the enumerated services referred to in subdivision 1 and financed under this section.

(c) Proceeds of special charges as well as special assessments and taxes shall be credited to such improvement fund.

History: 1953 c 398 s 10; 1955 c 811 s 6; 1963 c 771 s 5; 1965 c 323 s 2; 1973 c 337 s 1; 1974 c 340 s 1,2; 1984 c 548 s 7; 1984 c 582 s 7; 1984 c 591 s 6; 1984 c 633 s 5; 1986 c 444; 1Sp2003 c 21 art 11 s 29; 2004 c 275 s 2; 2008 c 366 art 6 s 42; 2010 c 216 s 22; 2013 c 85 art 8 s 6; 2018 c 155 s 36

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Award of Bids for Winter Road Salt and Winter Sand.
Background Information:	<p>Bids were received on September 22, 2020 for winter road salt and sand as shown on the attached bid tabulation</p> <p>Three bids were received for the rock salt. The low proposal was from BlackStrap, Inc. of Neligh, Nebraska in the amount of \$75.48/ton and a total bid price of \$37,740.00.</p> <p>Three bids were received for the sand. The low proposal was from Tolk Graveling, LLC of Minneota, Minnesota, in the amount of \$12.99/ton for a total bid price of \$12,990.00.</p>
Fiscal Impact:	The 2020 Street Department budget included \$45,000 for salt and \$15,000 for sand.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council award the winter road salt bid to BlackStrap, Inc. of Neligh, Nebraska, in the amount of \$75.48/ton and a total bid price of \$37,740.00.</p> <p>Recommendation No. 2 that the Council award the winter sand bid to Tolk Graveling, LLC of Minneota, Minnesota, in the amount of \$12.99/ton for a total bid price of \$12,990.00.</p>

#7 Rock Salt - 500 Ton

Bid form mailed on August 31, 2020
 Bid to be returned September 22, 2020
 Notification of bid on September 23, 2020
 Delivery of items: Beginning October 14 – Done by October 31, 2020

Bid Returned	Bidder	Price Per Ton	Total Price
	Johnson Feed, Inc.	80.00	40,000
	Cargill Salt	No bid	
No return	Independent Salt Company		
No return	Hutchinson Salt Company		
	North American Salt Co. – Compass Minerals	No bid	
	Mills & Miller, Inc.	83.00	41,500
No return	Central Salt LLC		
	Morton Salt	No bid	
No return	Holicky Bros., Inc		
No return	Double D Gravel, Inc.		
	BlackStrap, Inc	75.48	37,740

10-05-11 - \$62.00 – Johnson Feed	9-30-15 - \$70 – Mills & Miller	
11-13-12 - \$62.00 – Johnson Feed	10-10-16 – \$68.00 - Johnson Feed	10-2-19 – 82.00 – MILLS & MILLER
11-6-13 – 71.09 – Cargill Salt	10-02-17 – 68.40 – Black Strap Inc.	09-22-20 – 75.48 – Black Strap Inc.
9-30-14 - \$80.00 – Johnson Feed	10-02-18 – 81.18 – Black Strap Inc.	

Mr. Dean Holicky Holicky Brothers PO Box 37 LeCenter, MN 56057 0037 Or Dan Holicky HolickyBros@mycelarwave.net 507-357-6970 ex 1 507-357-6022 (fax)	Deseree Caver Cargill, Inc Salt, Road Safety 24950 Country Club Blvd, Suite 450 North Olmsted, OH 44070-5333 1-800-600-7258 1-440-716-0763	Kari Elliott Mills and Miller, Inc. 104 6 th Avenue Brandon, SD 57005 1-605-360-9485 Kari@millsandmillerinc.com
Lori Young Central Salt LLC Lyons Mine Office 1420 State Highway 14 Lyon KS 67554 Results to: bprocopio@centralsalt.com 620-257-5626 or 800-879-7258 Fax: 620-257-5052	Anthony T. Patton Ice Control Marketing Morton Salt, Inc. 444 West Lake Street Suite 3000 Chicago, IL 60606-1743 Ordering – 1-888-231-2563 312-807-2737	Mitchell Johnson Johnson Feed, Inc. 305 W Industrial Road Canton, SD 57013 1-605-764-7373
Christopher Tully Independent Salt Company P.O. Box 36 Kanopolis, KS 67454 1-785-472-4421 1-800-472-7258	Andy Bingham Hutchinson Salt Co., Inc. 136 West 12 th Street Baxter Springs, KS 66713 620-856-3332 Ex 2 Fax: 620-856-3663	Matthew Griffiths Sales Manager – Highway Deicing Compass Minerals America, Inc. 9900 West 109 th Street, Suite 100 Overland Park, KS 66210 913-344-9346 or 800-323-1641 grittithsm@compassminerals.com
Double D Gravel, Inc. 868 181 st Street Pipestone, MN 56164 507-825-5552	Ted Hughes BlackStrap, Inc. 760 E Highway 275 PO Box 258 Neligh, NE 68756 402-887-5658 402-887-5659 – Fax ted@blackstrapinc.com	

1,000 TONS WINTER SAND

Bid form mailed on August 31, 2020
 Bid to be returned September 22, 2020
 Notification of bid on September 23, 2020
 Delivery of items: Beginning October 14 – Done by October 31, 2020

Bid Returned	Bidder	Price Per Ton	Total Price
			NO SALE TAX
No return	Babel Enterprises, Inc.		
No return	J & J Dirt & Gravel		
	D & G Excavating, Inc.	16.29	16,290
	Tolk Graveling, LLC	12.99	12,990
	Holicky Bros., Inc.	16.20	16,200
No return	Double D Gravel, Inc		
No return	Rogge Excavation		

2012 - \$12.44 – Tolk Graveling	2016 – \$8.48 - Tolk Graveling	09-23-20 – 12.99 – Tolk Graveling
2013 - \$7.85 – Marshall Sand & Gravel	2017 – 13.92 – Tolk Graveling	
2014 - \$15.75 – D & G Excavating	10-2-18 – 10.44 – Tolk Graveling	
2015 - \$8.50 – Rogge Excavation	10-01-19 – NO BIDS	

Vendors

Mr. Ted Anderson Babel Enterprises, Inc. 703 South Bend Avenue Marshall, MN 56258 507-829-1581 or 507-532-4924	Double D Gravel Inc 868 181 st Street Pipestone, MN 56164 507-825-5552	Lawrence Rogge Rogge Excavating, Inc. 3065 170 th Avenue Ghent, MN 56239 507-872-5922 or 507-530-1431 (cell)
	Ms. Kristin Gruhot D & G Excavating, Inc. 2324 County Road 30 Marshall MN 56258 507-532-2334	
Robert Tolk Tolk Graveling LLC 1668 350th Street Minneota, MN 56264 507-872-6730	Thompson Excavating Duane L. Thompson 504 N Grant Street Minneota, MN 56264-9232 507-872-6212	Mr. Dean Holicky Holicky Bros, Inc. PO Box 37 LeCenter, MN 56057 0037 Or Dan Holicky HolickyBros@mycelarwave.net 507-357-6970 507-357-6022 (fax)

Dean Coudron Cell: 829-5806



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	National Highway Traffic Safety Grant
Background Information:	<p>The Minnesota Department of Public Safety, Office of Traffic Safety (OTS) has partnered with law enforcement agencies to conduct highly-visible, well publicized safety enforcement programs. The Marshall Police Department has participated in the Toward Zero Death (TZD) program in past years through the OTS. The 2021 enforcement campaign is focused on impaired driving, speed enforcement and distracted driving.</p> <p>The National Highway Safety Administration provided federal funding to the OTS to design and implement public education and traffic enforcement programs like the TZD program with a goal of zero road fatalities.</p> <p>The Marshall Police Department will act as the fiscal agent for 8 other local agencies and compile information from other partner agencies and submit activity reports to the OTS. The total amount of the grant award available to the 8 agencies is \$17,425.00</p>
Fiscal Impact:	None – Will receive funding for additional traffic enforcement
Alternative/ Variations:	
Recommendations:	Approve the Marshall Police Department’s participation in the Toward Zero Death (TZD) program and serve as the fiscal grant agent for partner agencies.

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

WHEREAS, the City of Marshall on behalf of its Police Department desires to enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety enforcement projects during the period from October 1, 2020 through September 30, 2021.

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

1. That the grant agreement between the Minnesota Department of Public Safety and the City of Marshall on behalf of its Police Department, is hereby approved. A Copy of the Grant Agreement is attached to this Resolution and made a part of it.
2. That the Director of Public Safety, Jim Marshall, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Marshall on behalf of its Police Department and to be the fiscal agent and administer the grant.
3. That Robert Byrnes, the Mayor for the City of Marshall, and Kyle Box, the City Clerk, are authorized to sign the Grant Agreement.

Passed and Adopted by the City Council of Marshall on 10/13/2020.

CITY OF MARSHALL

By: Robert Byrnes
Its Mayor

ATTEST: _____
By: Kyle Box
Its City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Law Enforcement Center Repairs
Background Information:	<p>In 2019, the Joint Law Enforcement Center Committee members agreed to a five year plan that would address needed repairs to the mechanical system and updates to the LEC building. In 2019, significant repairs were made to the mechanical system and door lock system. Both the city council and county board agreed to budget \$25,000 each, for improvements to the facility for the next five years.</p> <p>In June, 2020, the city council and county board approved the replacement of carpeting and painting for the public area and records area. The city's fiscal impact for those improvements totaled \$11,087.00.</p> <p>In September, the Joint Law Enforcement Center Committee met again and made the recommendation to complete the areas improved this year by replacing the ceiling tile and lighting. (Lighting would be changed to LED). The lowest estimate submitted to Lyon County for lighting was Amiret Electric for \$6,769.00 and the lowest estimate for replacement of ceiling tile was from Floor to Ceiling for \$2,068.00. The city's responsibilities would be for 50% of those costs or \$4,418.50.</p> <p>The Joint Law Enforcement Center Committee also has asked that the remaining dollar amount from this year's CIP for both the city and county could be added to next year's CIP budgeted amount of \$25,000 to be able to complete the remaining portion on the main floor of the building.</p>
Fiscal Impact:	\$4,418.50
Alternative/ Variations:	
Recommendations:	Approve the recommendation made by the Joint Law Enforcement Center Committee to replace light fixtures and ceiling tile in the public areas and records area of the LEC.



ESTIMATE

TO: LYON COUNTY JAIL

DATE: 2-26-2020

JOB: LIGHTING LED RETROFIT

**37 – 40 WATT KEYSTONE LED 2X4 FLAT PANEL
LIGHT AND INSTALL.**

**5 – 40 WATT KEYSTONE LED 2X2 FLAT PANEL
LIGHT AND INSTALL.**

**7 – 9.5” GREEN CREATIVE LED ROUND
RETROFIT TRIMS AND INSTALL.**

**DISPOSAL OF OLD LAMPS AND FIXTURES BY
YOU.**

TOTAL \$6,769

THANKS, MIKE

AMIRET ELECTRIC INC

2306 CO RD 2

BALATON, MN 56115

MIKE PRUSZYNSKI

507-829-6277

amiret.pruszynski.electric@gmail.com

QUOTATION



1107 West Main
 Marshall, MN 56258
 Phone: 507 • 532-4413
 Fax: 507 • 532-3906

QUOTATION DATE
9 / 23 / 20
 PRICES LISTED ARE EFFECTIVE
 FOR 15 DAYS FROM ABOVE DATE
 UNLESS OTHERWISE SPECIFIED.

PREPARED BY: howell

ATTN: Kerth

PREPARED FOR	NAME <u>LYON COUNTY</u>	PHONES	HOME () _____	LOCATION	_____
	ADDRESS _____		WORK () _____		MR. MS. _____
	CITY <u>MARSHALL</u> STATE <u>MN</u> ZIP _____		() _____		_____

QTY	U/M	MATERIALS DESCRIPTION	ITEM NO	EACH	TOTAL
1					
2		3008 SF 47CAN ARMSTRONG 942 2'x4'		44 ⁰⁰	2068.00
3		CEILING FAN			
4					
5		(ACTUALLY USG 2RD)			
6					
7		ADD SALES TAX IF NOT EXEMPT			
8					
9		DELIVERIES TO COUNTHOUSE AND FORK LIFT			
10		UNLOAD			
11					
12					

NOTES	MATERIALS SUBTOTAL	\$
A - THE APPROXIMATE DELIVERY TIME ON ABOVE MERCHANDISE IS _____ TO _____ WEEKS.		
B - SPECIAL ORDER MERCHANDISE REQUIRES A DEPOSIT OF 50% AT TIME OF ORDER.	Sales Tax	\$
C - INSTALLED FLOORING & WINDOW ORDERS REQUIRE 50% DEPOSIT WITH BALANCE AT COMPLETION.		
D - INSTALLED KITCHEN/BATH ORDERS REQUIRE 50% DEPOSIT, 40% AT DELIVERY AND BALANCE AT COMPLETION.	TOTAL	\$
E - _____		

INSTALLATION & LABOR SERVICES			TOTAL
1			
2			
3			
4			
5			
6		DELIVERY TO JOB SITE	

ALL INSTALLATIONS & LABOR SERVICES ARE GUARANTEED FOR A PERIOD OF 1 YEAR.			LABOR TOTAL	\$
			MATERIAL TOTAL FROM ABOVE	\$
			GRAND TOTAL	\$

Thank You For The Opportunity To Quote On Your Project!

Item 7. by: *Howell & Matt*

THIS IS NOT AN ORIGINAL INVOICE, OR SALES SLIP. Page 39

ACE HOME & HARDWARE
 500 HWY 59 NORTH
 P.O. BOX 831
 MARSHALL, MN 56258
 PHONE: (507) 532-3296

ELIGIBLE RETURNS/EXCHANGES MUST BE MADE
 WITHIN 60 DAYS ALONG WITH THIS INVOICE.

LYON CTY LAW ENFORCEMENT 607 W MAIN MARSHALL MN 56258 (507) 532-3258

CUST#: 1370
 TERMS: NET 5TH

DOC #: 146886
 DATE : 9/24/20 TIME : 10:25
 CLERK: 91005 TERM#615
 SLSPR: BR BRYAN ROGGE
 TAX : MN MSHL NEW 7.375 SALES

EXP. DATE: 10/24/20

EST.#: 146886

 * ESTIMATE *

LN#	QTY	UM	SKU	DESCRIPTION	UNITS	PRICE/PER	EXTENSION
1	376	EA	310SO	2' X 4' TILE USG 280	376	6.45 /EA	2,425.20

TAXABLE 0.00
 NON-TAXABLE 2425.20
 SUBTOTAL 2425.20

** ESTIMATE ** ESTIMATE ** ESTIMATE ** ESTIMATE **

TAX AMOUNT 0.00
 TOTAL AMOUNT 2425.20

Item 7.

X

Received By

Page 40



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to declare vehicle as surplus property for the Marshall Police Department.
Background Information:	This vehicle has been abandoned or seized by the Marshall Police Department and has gone through the notification processes and required periods for disposal.
Fiscal Impact:	This vehicle will be auctioned on-line at the state site, sold or will be taken to Alters for disposal.
Alternative/ Variations:	
Recommendations:	That the vehicle be declared as surplus property by the City of Marshall.

18-13771	03 Chev Impala	310 MKT	2G1WH52K139104840	Forf (Co Atty)
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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of the Farm Lease between Paul & Fran Deutz, Inc. Tenant, and the City of Marshall as Landlord.
Background Information:	Enclosed is the farm lease for the years; 2021, 2022 and 2023 as signed by Paul Deutz on behalf of Paul and Fran Deutz, Inc. The lease extends the current lease for an additional three-year period of time at the same rental rate. The leased area included city farm parcel 2
Fiscal Impact:	
Alternative/ Variations:	No alternative actions are recommended.
Recommendations:	To approve the Farm Lease between Paul and Fran Deutz, Inc. and the City of Marshall

FARM LEASE

THIS AGREEMENT Made this 12 day of March 2019, by and between the City of Marshall, a municipal corporation, Lessor, and Paul & Fran Deutz Inc., a Minnesota Corporation, of the County of Lyon, State of Minnesota, Lessee.

WITNESSETH, That the said Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said Lessee, and the said Lessee does hereby hire and take from the said Lessor, the following described premises situated in the County of Lyon, State of Minnesota, to-wit:

Parcel 2: 9.00 acres of farmland in the Southeast Quarter (SE¼) of Section Thirty-four (34), Fairview Township, as described and shown on the attached map, a copy of which is attached and made a part of this Agreement.

To Have and to Hold, the above rented premises unto the said Lessee, their heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of three (3) year from and after the 1st day of January, 2021, the term of this lease ending the 31st day of December, 2023.

And the said Lessee agrees to and with the said Lessor to pay as rent for the above-mentioned premises, for and during the full term of this lease, rent as follows:

2021	9.00 acres	\$140.00/acre	\$1,260.00 due on April 16, 2021
2022	9.00 acres	\$140.00/acre	\$1,260.00 due on April 16, 2022
2023	9.00 acres	\$140.00/acre	\$1,260.00 due on April 16, 2023

And it is Further Agreed, By and between the parties as follows:

Lessee shall maintain positive weed control on land being rented, including adjacent township roadways, at their own expense.

Lessee shall furnish all materials necessary for crop production at their own expense.

If said land is located near the airport, access to land not to be across runways, taxiways, or other areas that will interfere with air traffic.

Any subsequent Lessees shall have access to said premises. After current Lessee has finished with fall harvest which includes removal of crops and crop residue (residue to be removed within two weeks of crop removal), so as to allow for fall application of chemicals, if subsequent Lessee desires to apply fall chemicals.

Animal manure, if applied, must be incorporated into the soil within eight (8) hours of application. If not incorporated within said eight hours, City reserves right to terminate lease.

If said land is located near the airport, Lessee shall not leave equipment unattended in areas adjacent to runways or taxiways.

Equipment, bales, and crop products shall not be stored or remain on the site for more than a "normal" operations period of time.

That should the said Lessee fail to make the above-mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said Lessor may re-enter and take possession of the above-rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said Lessee for the full term of this Lease.

That if said Lessee remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be renewal of this Lease, but to be a tenancy at the will of the said Lessor, which may be terminated upon ten days' notice, given by the said Lessor in writing, either delivered to Lessee or sent to Lessee in a sealed envelope, duly stamped and directed to Lessee at Lessee's normal mailing address.

And the said Lessee also covenants and agrees to and with the said Lessor, not to assign this Lease or underlet the above-rented premises or any part thereof, and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said Lessee also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to protect the fruit and shade trees thereon and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done.

The Lessee is also to destroy all Russian Thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the Lessor or its agent shall have the right to enter upon said premises at any time, without injury to the standing crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

City of Marshall, Lessor reserves the right to develop all or part of the above described premises for commercial or industrial purposes. If some or all of the land is developed, the Lessor shall attempt to do the development so as to minimize damage done to current year's crops. However, if crops are damaged, the Lessor shall reimburse Lessee for crop damage. If land is taken for development purposes, the subsequent years of the lease shall include an adjustment of the acres so that the Lessee would pay less overall rent and the rental herein would subsequently be adjusted accordingly.

And the said Lessor covenants that the said Lessee, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said rented premises and the said Lessee agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the Lessee further agrees to pay all expenses which may be incurred hereby including reasonable attorneys fees.

Lessee has no right to an extension of this Lease unless negotiated prior to the expiration thereof.

Any improvements done to the property (i.e. tiling) shall be done at Lessee's expense. Said improvements, if at all, shall stay with the land upon expiration of this lease.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written.



Co, Rd. 35

N. Bruce Street

PARCEL 2
9.00 ACRES ±



Not To Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Item 9.

MARSHALL

9.0 TOTAL ACRES ±

DATE
08/13/20

Farm Lease
Parcel # 2

SHEET NO.
1 Page 47

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of an agreement with Sun Life Financial for Basic Life, AD&D, Child Life, and Supplemental Life insurance
Background Information:	<p>The Council Personnel Committee reviewed this item at their 09/29/2020 meeting and recommended unanimously to approve the agreement with Sun Life Financial with plan language that removes the indefinite plan coverage of retirees on and after 01/01/2021. Sun Life Financial provided the lowest cost proposal with a 3-year rate guarantee.</p> <p>Background: In accordance with MN statutes, Integrity Employee Benefits, LLC performed a request for proposals (RFP) on the City’s behalf for our Basic Life, AD&D, Child Life, and Supplemental Life insurance plan.</p> <p>Our current plan is through Minnesota Life Insurance Company, through Securian (formerly Ochs, Inc.). Minnesota Life declined to submit a proposal in response to the RFP; and therefore, the City will no longer have coverage by this carrier effective 01/01/2021. Three companies responded with proposals, Sun Life Financial, Dearborn, and Principal. The rate sheets are attached.</p> <p>The Sun Life proposal presents the lowest cost proposal, with an annual savings of \$215.00, and matches our existing benefit plan design. Sun Life is offering a 3-year rate guarantee and an open enrollment guaranteed issue opportunity with no health questions upon plan takeover. The Personnel Committee and staff are Staff are recommending approval of Sun Life Financial through Integrity Employee Benefits, LLC.</p> <p>When reviewing the plan design, the broker proposed and recommended alternative plan design options relative to retirees. Currently, our plan with Minnesota Life offers retired employees the option to stay on the plan indefinitely, as long as the retiree pays the premium. If the retiree’s spouse and dependents were also on the plan prior to the retirement date, the spouse and dependents may also stay on the plan indefinitely—as long as the retiree is on the plan and pays for coverage. If life insurance is elected after retirement, the retired employee pays the entire premium---there is no cost to the City. However, offering life insurance to retirees on an indefinite basis is not required. The City is only required to offer the life insurance through the 18-month COBRA period in accordance with MN law. Offering life insurance to retirees has a long-term impact on our rate structure. Insurance companies may see this as a guaranteed claim. Typically, employer-offered life insurance plans are meant to help employees, while they are employees, when they need the coverage the most to assist with a mortgage, care of dependents, etc., should a tragedy occur. In retirement, the life insurance benefit may function with a different purpose, such as a funeral expense benefit; employers don’t typically have their life insurance plans function for that purpose.</p>

	<p>The Personnel Committee considered the plan design options available and is recommending to amend the plan to “grandfather” existing retirees, but to remove the indefinite plan coverage of employees who retire on and after 01/01/2021.</p> <p>By law, retirees will still have the ability to purchase the life insurance at group coverage rates through the duration of the 18-month COBRA period. Retirees will also have the option to cover his/her policy to a universal life policy and pay the premium directly to the carrier.</p> <p>The plan design change will have no short-term financial benefit to the City, as carriers will still have risk exposure with the existing retirees on the plan. There are currently 15 retirees on the plan and 5 retirees in the COBRA period. The benefit (cost savings) will be seen in the long-term, when the retirees are no longer on the plan.</p> <p>Staff will partner with Integrity Employee Benefits (broker for this benefit) to communicate the changes during the employee open enrollment period.</p>
Fiscal Impact:	Estimated cost savings of \$215.00 annually. Total annual City cost in 2021 is \$3,090. The Sun Life Financial proposal includes a 3-year rate guarantee.
Alternative/ Variations:	None recommended
Recommendations:	To approve an agreement with Sun Life Financial for Basic Life, AD&D, Child Life, and Supplemental Life Insurance with amended plan language to remove the indefinite plan coverage of retirees on and after 01/01/2021.

Current Benefit Summary

City of Marshall

This is a summary of the plan. See group policy (included) for full details of plan information. The group requests that the aggregate value of the plan design stay the same or improve.

	Current Plan
Company Name	<i>Minnesota Life</i>
Rating AM Best	<i>A+</i>
Employer Contribution (Basic Life & AD&D)	<i>\$10,000</i>
Supplemental Maximum Employee	<i>\$300,000</i>
Supplemental Maximum Spouse	<i>\$150,000</i>
Child Life	<i>\$10,000</i>
Dependent Package (employer paid)	<i>\$5,000 SP/\$2,000 CH</i>
Guarantee Issue Supplemental	<i>\$100,000 EE, \$25,000 SP, Child Life</i>
Accelerated Death Benefit	<i>100% Accel. Benefit</i>
Waiver of Premium	<i>Yes</i>
Age Reductions on Basic	<i>Yes, 80% at age 65, 50% at age 70, 35% at age 75</i>
Age Reductions on Supplemental	<i>No</i>
Retirees included in plan	<i>Yes, retirees can continue Basic Life and Dependent Package. Basic Life age reductions apply. Premium is employee paid.</i>
Conversion	<i>Yes</i>
Portability	<i>Yes</i>
Value Add-ons	<i>Travel Assistance, Beneficiary Counseling and Will Preparation</i>
Estimated Eligible Lives	<i>122 qty.</i>

Current Premium Summary

Premiums Paid	Volume	Monthly Rate Per \$1,000	Total Monthly Premium
Active Basic Life	\$1,055,000	0.110	\$116.05
Active Basic AD&D	\$1,055,000	0.020	\$21.10
Retiree Basic Life (Employee Paid)	\$92,900	0.720	\$66.89
Total per Month			\$204.04

Child Life	18	1.30 per unit	\$23.40
Active Dependent Package (Employer Paid)	88	1.78 per unit	\$156.64
Retiree Dependent Package (Employee Paid)	7	9.00 per unit	\$63.00

Employee and Spouse Supplemental Life & AD&D			
Age* (*Calculated as of 1/1/2021)	Volume	Rate per \$1,000 Life&AD&D	Monthly Premium
Under 25	\$100,000	0.090	\$9.00
25-29	\$350,000	0.090	\$31.50
30-34	\$715,000	0.098	\$70.07
35 - 39	\$525,000	0.131	\$68.78
40 - 44	\$150,000	0.187	\$28.05
45 - 49	\$305,000	0.282	\$86.01
50 - 54	\$640,000	0.450	\$288.00
55 - 59	\$485,000	0.705	\$341.93
60 - 64	\$65,000	0.931	\$60.52
65 - 69	\$80,000	1.450	\$116.00
70 - 74	\$0	2.510	\$0.00

<u>*Is the AD&D Rate already Included in what is entered above? YES</u>		<u>YES, 0.03</u>
---	--	------------------

Total Supplemental Employee and Spouse Life and AD&D Per Month	\$3,415,000		\$1,099.86
---	--------------------	--	-------------------

Total Premium Per Month Basic + Supplemental + Child			\$1,546.94
---	--	--	-------------------

City of Marshall

Life Insurance

Company	Response
Minnesota Life/Securian	Incumbent
Sourcewell - Sun Life	Received
Dearborn	Received
Principal	Received
Cigna	Decline
Guardian	Decline
Hartford	Decline
Humana	Decline
Met Life	Decline
Mutual of Omaha	Decline
Prudential (100+ lives)	Decline
Reliance	Decline
Standard	Decline
United Health Care	Decline
Unum	Decline
VOYA/ING	Decline
Aflac	Decline
Equitable	Decline
Madison National	Decline

City of Marshall
Total Difference Per Year

Current Plan - Minnesota Life

Sun Life
-\$215

Dearborn
-\$47

Premiums Paid	Volume
Active Basic Life	\$1,055,000
Active Basic AD&D	\$1,055,000
Retiree Basic Life (Employee Paid)	\$92,900
Total per Month	

Monthly Rate Per \$1,000	Cost Per Month
0.11	\$116.05
0.02	\$21.10
0.72	\$66.89
	\$204.04

Monthly Rate Per \$1,000	Cost Per Month
0.093	\$98.12
0.02	\$21.10
0.72	\$66.89
	\$186.10

Difference Per Month
 -\$17.94
 -9%

Monthly Rate Per \$1,000	Cost Per Month
0.094	\$99.17
0.02	\$21.10
0.72	\$66.89
	\$187.16

Difference Per Month
 -\$16.88
 -8%

	Volume
Child Life	18
Active Dependent Package (Employer Paid)	88
Retiree Dependent Package (Employee Paid)	7

Per Unit	Cost Per Month
1.30	\$23.40
1.78	\$156.64
9.00	\$63.00

Per Unit	Cost Per Month
1.30	\$23.40
1.78	\$156.64
9.00	\$63.00

Per Unit	Cost Per Month
2.02	\$36.36
1.78	\$156.64
9.00	\$63.00

Employee and Spouse Life & AD&D Age (Calculated as of 1/1/2021)	Volume
Under 25	\$100,000
25-29	\$350,000
30-34	\$715,000
35 - 39	\$525,000
40 - 44	\$150,000
45 - 49	\$305,000
50 - 54	\$640,000
55 - 59	\$485,000
60 - 64	\$65,000
65 - 69	\$80,000
70 - 74	\$0

Rate per \$1,000 Life&AD&D	Cost Per Month
0.090	\$9.00
0.090	\$31.50
0.098	\$70.07
0.131	\$68.78
0.187	\$28.05
0.282	\$86.01
0.450	\$288.00
0.705	\$341.93
0.931	\$60.52
1.450	\$116.00
2.510	\$0.00

Rate per \$1,000 Life&AD&D	Cost Per Month
0.090	\$9.00
0.090	\$31.50
0.098	\$70.07
0.131	\$68.78
0.187	\$28.05
0.282	\$86.01
0.450	\$288.00
0.705	\$341.93
0.931	\$60.52
1.450	\$116.00
2.510	\$0.00

Rate per \$1,000 Life&AD&D	Cost Per Month
0.090	\$9.00
0.090	\$31.50
0.098	\$70.07
0.131	\$68.78
0.187	\$28.05
0.282	\$86.01
0.450	\$288.00
0.705	\$341.93
0.931	\$60.52
1.450	\$116.00
2.510	\$0.00

AD&D Rate Included

0.030 YES

0.030 YES

0.030 YES

Total Supp EE and SP Life and AD&D Per Month **\$3,415,000**

\$1,099.85

\$1,099.85

\$0.00
0%

\$1,099.85

\$0.00
0%

Total Premium Per Month BASIC+SUPP+ DEP/CH

\$1,546.92

\$1,528.99

-\$17.93
-1%

\$1,543.00

-\$3.92
0%

Difference per Year -\$215

Difference per Year -\$47

Rate Guarantee	
Options on Basic	
Item 10. Options on Supplemental	
Accelerated Death Benefit	

N/A
Yes
No
100%

3 Years
Yes
No
100%

2 Years
Yes
No
75%

City of Marshall
Total Difference Per Year

Current Plan - Minnesota Life

Principal
\$5,852

Premiums Paid	Volume
Active Basic Life	\$1,055,000
Active Basic AD&D	\$1,055,000
Retiree Basic Life (Employee Paid)	\$92,900
Total per Month	

Monthly Rate Per \$1,000	Cost Per Month
0.11	\$116.05
0.02	\$21.10
0.72	\$66.89
	\$204.04

Monthly Rate Per \$1,000	Cost Per Month
0.213	\$224.72
0.036	\$37.98
0.72	\$66.89
	\$329.58

Difference Per Month

\$125.55
62%

	Volume
Child Life	18
Active Dependent Package (Employer Paid)	88
Retiree Dependent Package (Employee Paid)	7

Per Unit	Cost Per Month
1.30	\$23.40
1.78	\$156.64
9.00	\$63.00

Per Unit	Cost Per Month
2.00	\$36.00
2.25	\$198.00
9.00	\$63.00

Employee and Spouse Life & AD&D Age (Calculated as of 1/1/2021)	Volume
Under 25	\$100,000
25-29	\$350,000
30-34	\$715,000
35 - 39	\$525,000
40 - 44	\$150,000
45 - 49	\$305,000
50 - 54	\$640,000
55 - 59	\$485,000
60 - 64	\$65,000
65 - 69	\$80,000
70 - 74	\$0

Rate per \$1,000 Life&AD&D	Cost Per Month
0.090	\$9.00
0.090	\$31.50
0.098	\$70.07
0.131	\$68.78
0.187	\$28.05
0.282	\$86.01
0.450	\$288.00
0.705	\$341.93
0.931	\$60.52
1.450	\$116.00
2.510	\$0.00

Rate per \$1,000 Life&AD&D	Cost Per Month
0.116	\$11.60
0.116	\$40.60
0.125	\$89.38
0.167	\$87.68
0.239	\$35.85
0.366	\$111.63
0.564	\$360.96
0.858	\$416.13
1.302	\$84.63
2.119	\$169.52
3.575	\$0.00

AD&D Rate Included

0.030 YES

0.036 YES

Total Supp EE and SP Life and AD&D Per Month **\$3,415,000**

\$1,099.85

\$1,407.97

\$308.13
28%

Total Premium Per Month BASIC+SUPP+ DEP/CH

\$1,546.92

\$2,034.55

\$487.63
32%

Difference per Year \$5,852

Rate Guarantee
Age Reductions on Basic
Age Reductions on Supplemental
Accelerated Death Benefit

N/A
Yes
No
100%

2 Years
Yes
No
100%

Plan Details

City of Marshall	Current - Minnesota Life	Sun Life	Dearborn
Rating AM Best	A+	A+	A
Supplemental Maximum Employee	\$300,000	\$300,000	\$300,000
Supplemental Maximum Spouse	\$150,000	\$150,000	\$150,000
Supplemental Maximum Child	\$10,000	\$10,000	\$10,000
Dependent Package (employer paid)	\$5,000 SP/\$2,000 CH	\$5,000 SP/\$2,000 CH	\$5,000 SP/\$2,000 CH
New Employee GI on Supp	\$100,000 EE, \$25,000 SP, \$10,000 CH	\$100,000 EE, \$25,000 SP, \$10,000 CH	\$100,000 EE, \$25,000 SP, \$10,000 CH
Accelerated Death Benefit	100% Accel. Benefit	100% Accel. Benefit	75% Accel. Benefit
Waiver of Premium	Yes	Yes	Yes
Open Enrollment GI Opportunity at plan takeover?	N/A	Yes	No
Rate Guarantee	N/A	3 Years	2 Years
Age Reductions on Basic	Yes, 80% at age 65, 50% at age 70, 35% at age 75	Yes, 80% at age 65, 50% at age 70, 35% at age 75	Yes, 80% at age 65, 50% at age 70, 35% at age 75
Age Reductions on Supplemental	No	No	No
Retirees included in the plan	Yes, retirees can continue Basic Life and Dependent Package. Basic Life age reductions apply. Premium is employee paid.	Yes, retirees can continue Basic Life and Dependent Package. Basic Life age reductions apply. Premium is employee paid.	Yes, retirees can continue Basic Life and Dependent Package. Basic Life age reductions apply. Premium is employee paid.
AD&D allowed during COBRA	Yes	Yes	No

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 15 to Magney Construction, Inc.; 2) Consider Payment of Invoice 1302262 to American Engineering Testing, Inc.; 3) Consider Payment of Invoice 0258087 to Bolton & Menk, Inc.
Background Information:	<p>Attached are three invoices as follows for the above-referenced project:</p> <ol style="list-style-type: none"> 1) Application for Payment No. 15 to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$754,035.38 2) Invoice 1302262 to American Engineering Testing, Inc. of St. Paul, Minnesota, in the amount of \$60.00 3) Invoice 0258087 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$41,354.50 <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:	<p>Recommendation No. 1 that the Council authorize Application for Payment No. 15, per the recommendation of the City’s consultant, Bolton & Menk, Inc., to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$754,035.38.</p> <p>Recommendation No. 2 that the Council authorize payment of Invoice 1302262 to American Engineering Testing, Inc. of St. Paul, Minnesota, in the amount of \$60.00.</p> <p>Recommendation No. 3 that the Council authorize payment of Invoice 0258087 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$41,354.50.</p>



**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

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

MEMORANDUM

Date: October 5, 2020
To: Bob Van Moer, Wastewater Treatment Superintendent
From: Jon D. Peterson, P.E., Project Engineer
Subject: Wastewater Treatment Facility Improvements – Magney Construction Inc.
Pay Request No. 15
City of Marshall, Minnesota
Project No.: T22.115360

INTRODUCTION

Pay Request No. 15 for the above-referenced project in the amount of \$754,035.38 is being submitted for approval.

DISCUSSION

This pay application covers work completed on the project through September 30, 2020. The Contractor has placed concrete the final clarifier mechanism and has completed demolition work on the intermediate clarifier. Trickling filter media has been delivered to the site and has been placed in the trickling filter. In addition, Contractor has been working on site piping around the clarifiers and has nearly completed final site grading around the long-term sludge storage tank and building. We recommend approval of the attached Request for Payment No. 15.

BUDGET IMPACT

This expenditure is part of the overall wastewater treatment facility improvements project and will be covered by the PFA loan proceeds.

ACTION REQUESTED

Approve the attached pay request from Magney Construction Inc. in the total amount of \$754,035.38.

Application for Payment No. 15

To: The City of Marshall, MN

From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317

Contract: _____

Project: Wastewater Treatment Facility Improvements

Owners Contract No. _____ Engineer's Project No. T22.115360
Date of this Invoice: 9/29/2020
Invoice Work Period: September 1-30, 2020


1) Original Contract amount	\$14,074,300.00
2) Change Orders to date	\$0.00
3) Revised Contract amount	\$14,074,300.00
4) Value completed to date	\$10,803,507.55
5) Materials stored on site	\$128,990.45
6) Total Earned to date	\$10,932,498.00
7) Amount retained	\$546,624.90
8) Amount previously paid	\$9,631,837.72
Amount due this Payment	\$754,035.38

Accompanying Documentation:

CONTRACTOR'S Certification:

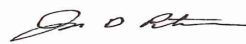
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Magney Construction, Inc. (Contractor)

By: 
Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Marshall Engineer: Bolton & Menk

By: _____ By: 

Date: _____ Date: 10-5-20

APPLICATION FOR PAYMENT SCHEDULE

Spec. Section	Pay Application #15 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
0520	Bond & Insurance	\$ 168,892	168,892.00	0.00	0.00	168,892.00	100%	0.00
1000	Mobilization	\$ 696,545	545,926.00	0.00	0.00	545,926.00	78%	150,619.00
1010	Supervision & General Conditions	\$ 276,000	162,000.00	13,000.00	0.00	175,000.00	63%	101,000.00
1020	General Construction Allowance	\$ 250,000	10,751.29	0.00	0.00	10,751.29	4%	239,248.71
1021	Building Permit Allowance	\$ 10,000	7,499.38	0.00	0.00	7,499.38	75%	2,500.62
2060	Demolition of Existing WWTP Facilities:							
	Trickling Filter Pump Station Top	\$ 4,650	0.00	0.00	0.00	0.00	0%	4,650.00
	Trickling Filter Pump Station Pumps/Piping	\$ 3,480	0.00	0.00	0.00	0.00	0%	3,480.00
	Sludge Control Structure	\$ 13,540	0.00	0.00	0.00	0.00	0%	13,540.00
	Control Building Pumps and Piping	\$ 5,850	0.00	0.00	0.00	0.00	0%	5,850.00
	Blower Building Blowers and Piping	\$ 6,420	3,500.00	0.00	0.00	3,500.00	55%	2,920.00
	Trickling Filter Roof/Media/Rotary Distributor	\$ 62,460	62,460.00	0.00	0.00	62,460.00	100%	0.00
	Aeration Equipment and Piping	\$ 17,500	0.00	0.00	0.00	0.00	0%	17,500.00
	Intermediate Clarifier Equipment	\$ 26,417	0.00	26,417.00	0.00	26,417.00	100%	0.00
2140	Dewatering	\$ 19,555	17,555.00	0.00	0.00	17,555.00	90%	2,000.00
2210	Finish Grading	\$ 14,320	0.00	0.00	0.00	0.00	0%	14,320.00
2220	Structure Excavation - Final Clarifier and Splitter Box	\$ 71,200	71,200.00	0.00	0.00	71,200.00	100%	0.00
2221	Structure Excavation - Sludge Storage Structure	\$ 133,600	133,600.00	0.00	0.00	133,600.00	100%	0.00
2220A	Backfill of Structures - Final Clarifier and Splitter Box	\$ 91,500	85,000.00	6,500.00	0.00	91,500.00	100%	0.00
2221A	Backfill of Structures - Sludge Storage Structure	\$ 172,620	172,120.00	0.00	0.00	172,120.00	100%	500.00
2370	Erosion and Sediment Control	\$ 12,400	10,000.00	0.00	0.00	10,000.00	81%	2,400.00
2550	Site Utilities	\$ 565,333	458,206.62	25,000.00	0.00	483,206.62	85%	82,126.38
2551	Bypass Piping	\$ 49,504	0.00	0.00	0.00	0.00	0%	49,504.00
2600	Roads, Walks and Curbs	\$ 22,540	9,500.00	5,000.00	0.00	14,500.00	64%	8,040.00
2800	Fencing	\$ 12,200	5,500.00	0.00	0.00	5,500.00	45%	6,700.00
2920	Seeding	\$ 6,100	0.00	0.00	0.00	0.00	0%	6,100.00
3200	Rebar - Materials	\$ 678,400	678,400.00	0.00	0.00	678,400.00	100%	0.00
3201	Rebar - Labor	\$ 457,600	454,830.00	0.00	0.00	454,830.00	99%	2,770.00
3300	Concrete Work							
	Clarifier Splitter Structure	\$ 71,760	71,760.00	0.00	0.00	71,760.00	100%	0.00
	Final Clarifier	\$ 214,650	214,650.00	0.00	0.00	214,650.00	100%	0.00
	Control Structure	\$ 29,075	29,071.00	0.00	0.00	29,071.00	100%	4.00
	Sludge Storage Tank	\$ 2,180,839	2,180,839.00	0.00	0.00	2,180,839.00	100%	0.00
	Miscellaneous Concrete	\$ 1,860.00	0.00	0.00	0.00	0.00	0%	1,860.00
3410	Precast Double Tees	\$ 448,980	448,980.00	0.00	0.00	448,980.00	100%	0.00
3411	Precast Hollow Core Planks	W/Double Tees						

APPLICATION FOR PAYMENT SCHEDULE

Spec.	Pay Application #15	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
3460	Precast Non-Architectural Wall Panels	W/Double Tees						
5100	Structural Metals, Misc Metals and Handrail	\$ 456,850	393,724.00	25,000.00	0.00	418,724.00	92%	38,126.00
5500	Access Hatches	\$ 7,820	7,296.00	0.00	0.00	7,296.00	93%	524.00
7535	Fully Adhered Membrane Roofing & Sheet Metal	\$ 279,400	182,875.00	0.00	0.00	182,875.00	65%	96,525.00
7900	Joint Sealant	\$ 1,600	0.00	0.00	0.00	0.00	0%	1,600.00
8110	Hollow Metal Doors, Frames and Hardware	\$ 22,540	18,977.00	0.00	0.00	18,977.00	84%	3,563.00
9960	Painting	\$ 299,000	140,000.00	110,000.00	0.00	250,000.00	84%	49,000.00
10400	Identifying Devices	\$ 3,690	0.00	0.00	0.00	0.00	0%	3,690.00
11213	Vertical Non-Clog Solids Handling Pumps	\$ 212,600	204,274.04	0.00	0.00	204,274.04	96%	8,325.96
11214	Vertical Turbine Pumps	\$ 143,100	0.00	0.00	128,990.45	128,990.45	90%	14,109.55
11311	Submersible Centrifugal Pumps	\$ 17,400	13,500.00	0.00	0.00	13,500.00	78%	3,900.00
11312	Replace Vaughan Chopper Pump	\$ 36,400	32,840.00	0.00	0.00	32,840.00	90%	3,560.00
11316	Progressive Cavity Pumps	\$ 54,750	50,125.00	0.00	0.00	50,125.00	92%	4,625.00
11321	Grit Separation Equipment	\$ 96,560	96,560.00	0.00	0.00	96,560.00	100%	0.00
11351	Clarifier Equipment - Suction Type Clarifier	\$ 428,500	387,864.00	33,636.00	0.00	421,500.00	98%	7,000.00
11365	Gravity Actuated Rotary Distributor	\$ 135,840	104,200.00	0.00	0.00	104,200.00	77%	31,640.00
11366	Trickling Filter Media	\$ 345,600	0.00	285,600.00	0.00	285,600.00	83%	60,000.00
11372	Blower Allowance	\$ 650,000	483,118.19	0.00	0.00	483,118.19	74%	166,881.81
11372	Blower System (Positive Displacement w/ Enclosure)	\$ 4,630	3,300.00	0.00	0.00	3,300.00	71%	1,330.00
11374	Fine Pore Membrane Aeration Equipment	\$ 82,900	0.00	0.00	0.00	0.00	0%	82,900.00
11376	Hybrid Blower System	\$ 6,800	4,000.00	1,000.00	0.00	5,000.00	74%	1,800.00
13126	Circular Tank Covers	\$ 185,300	0.00	0.00	0.00	0.00	0%	185,300.00
13262	Long Term Storage Mixing System	\$ 266,500	256,740.00	0.00	0.00	256,740.00	96%	9,760.00
13263	ATAD Equipment Replacement	\$ 140,000	117,800.00	0.00	0.00	117,800.00	84%	22,200.00
13263	ATAD Equipment Installation	\$ 29,850	0.00	0.00	0.00	0.00	0%	29,850.00
13320	Blower Master Control Panel	\$ 900	0.00	0.00	0.00	0.00	0%	900.00
13890	Slide Gates	\$ 10,500	8,943.00	1,557.00	0.00	10,500.00	100%	0.00
13900	Fiberglass Baffles and Weir Plates	\$ 31,200	14,310.00	16,890.00	0.00	31,200.00	100%	0.00
14620	Portable Hoist	\$ 9,200	7,982.75	1,000.00	0.00	8,982.75	98%	217.25
15060	Process Piping - Materials	\$ 307,200	281,068.51	12,131.00	0.00	293,199.51	95%	14,000.49
15060	Process Piping - Labor	\$ 172,800	67,500.00	30,000.00	0.00	97,500.00	56%	75,300.00
15100	Valves - Materials	\$ 744,040	617,257.64	43,000.00	0.00	660,257.64	89%	83,782.36
15130	Gauges	\$ 1,600	0.00	0.00	0.00	0.00	0%	1,600.00
15140	Pipe Supports and Anchors	\$ 11,600	2,500.00	0.00	0.00	2,500.00	22%	9,100.00
15150	Stainless Steel Manways w/ Blind Flanges	\$ 34,500	34,300.00	0.00	0.00	34,300.00	99%	200.00
15250	Plumbing	\$ 14,800	0.00	0.00	0.00	0.00	0%	14,800.00
15500	HVAC	\$ 97,800	23,025.13	0.00	0.00	23,025.13	24%	74,774.87

APPLICATION FOR PAYMENT SCHEDULE

Spec.	Pay Application #15	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
16010	Electrical - Mobilization, Permits and Job Overhead	\$ 100,000	53,000.00	3,500.00	0.00	56,500.00	57%	43,500.00
16100	Basic Materials and Methods	\$ 260,575	58,858.00	3,500.00	0.00	62,358.00	24%	198,217.00
16150	Motors	\$ 20,000	0.00	0.00	0.00	0.00	0%	20,000.00
16400	Electrical Distribution	\$ 83,000	13,855.00	3,000.00	0.00	16,855.00	20%	66,145.00
16900	Starters and Motor Control Centers	\$ 463,000	456,743.00	3,000.00	0.00	459,743.00	99%	3,257.00
16950	Instrumentation and Controls	\$ 958,165	0.00	16,000.00	0.00	16,000.00	2%	942,165.00
16990	Computer Allowance	\$ 50,000	0.00	0.00	0.00	0.00	0%	50,000.00
	Totals	14,074,300.00	10,138,776.55	664,731.00	128,990.45	10,932,498.00	78%	3,141,802.00
		0.00						
	Original Contract amount		14,074,300.00					
	Change Orders to date		0.00					
	Revised Contract amount		14,074,300.00					
	Value completed to date		10,803,507.55					
	Materials stored on site		128,990.45					
	Total Earned to date		10,932,498.00					
	Amount retained		546,624.90					
	Amount previously paid		9,631,837.72					
	Amount due this Payment		754,035.38					

American Engineering Testing, Inc.

P. O. Box 860678
 Minneapolis, Minnesota 55486
 Phone: (651) 659-9001
 Fax: (651) 659-1379
 Federal Tax ID: 41-0977521

MARSHALL, CITY OF
 344 WEST MAIN ST
 MARSHALL, MN 56258

DUE DATE: 10/25/2020		
INVOICE		CUSTOMER NUMBER
NUMBER	DATE	
1302262	9/25/20	MAR001

BILLING CONTACT: SHARON HANSON

PROJECT MANAGER: TOM JAMES
 PROJECT NUMBER: 13-20349

SCOPE OF WORK:
 SOILS AND MATERIALS

PROJECT:
 WASTEWATER TREATMENT FACILITIES
 IMPROVEMENTS
 MARSHALL, MN

For inquiries or additional information regarding this invoice, please contact 651-789-4651 or email accounting@amengtest.com

Remit payments to: P. O. Box 860678, Minneapolis, MN 55486

Equipment/Testing

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Rate</u>	<u>Amount</u>
Density Tests, Nuclear	2.00	Test	30.00	60.00
		Equipment sub-total		60.00

VENDOR # 0581
 INVOICE # 1302262
 \$ AMOUNT 60.00
 DATE 9-25-20
 ACCT & PROJ # 602-49500-55120
 DESCRIPTION WWTF Improv.
 SIGNATURE [Signature]

Amount due this Invoice	<u>\$60.00</u>
-------------------------	----------------



Real People. Real Solutions.

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

September 30, 2020
 Project No: T22.115360
 Invoice No: 0258087
 Client Account: MARS

Marshall/WWTF Improvements

Marshall WWTF Improvement

Professional Services per Agreement from August 8, 2020 through September 18, 2020:

VENDOR # 0724
 INVOICE # 0258087
 \$ AMOUNT 41,354.50
 DATE 9-30-20
 ACCT & PROJ # 602-49500-5520
 DESCRIPTION WWTF Improv.
 SIGNATURE [Signature]

Construction Services (004)
Professional Services

	Hours	Amount	
Project Management			
Administrative	.50	46.50	
Meetings/Hearing/Presentation			
Principal	190.00	35,150.00	
Printing/Copying			
Administrative	.50	50.00	
Computer Aided Drafting			
Technician	.50	70.00	
Contract Admin/Construction Engineering			
Design Engineer	7.00	1,295.00	
Construction Observation			
Technician	22.50	2,137.50	
Grant/Funding Application			
Specialist	10.00	1,225.00	
Totals	231.00	39,974.00	
Total Labor			39,974.00

Consultants

Barr Engineering Company		1,255.00	
Total Consultants	1.10 times	1,255.00	1,380.50

Billing Limits

	Current	Prior	To-Date	
Total Billings	41,354.50	345,412.28	386,766.78	
Limit			900,000.00	
Remaining			513,233.22	
			Total this Task	\$41,354.50
			Total this Invoice	\$41,354.50

W13

Notice: A finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

09/08/2020



INVOICE

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

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

September 4, 2020
 Invoice No: 23070063.71 - 24

Total this Invoice \$1,255.00

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

Barr		WJW	
PROJECT	TASK	ACCOUNT	AMOUNT
T22.115360		5130	\$ 1255.00
			\$

Professional Services from July 11, 2020 to August 7, 2020

Job: 0552 MN WWTP Improvements

Task: 200 Phase 1 Design & Bidding (\$64,300)

Fee 0.00
Task Subtotal 0.00

Task: 201 Phase 2 Design & Bidding (\$6,200)

Fee 0.00
Task Subtotal 0.00

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

Labor Charges

	Hours	Rate	Amount
Electrical Engineer			
Lehnerr, Patrick	6.50	185.00	1,202.50
Support Service			
Schaff, Colleen	.50	105.00	52.50
	7.00		1,255.00

Subtotal Labor 1,255.00
Task Subtotal \$1,255.00
Job Subtotal \$1,255.00
Total this Invoice \$1,255.00

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.
 Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

Invoiced to Date	Current	Prior	Total	Received	A/R Balance
	1,255.00	89,423.25	90,678.25	88,260.75	2,417.50

Outstanding Invoices

Invoice	Date	Balance
23	8/4/2020	1,162.50
Total		1,162.50

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

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PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.

Item 11.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Vacation of Utility Easement in Carr Subdivision I, Block One, Lots 9-10 (Vierstraete) -- Receive Petition for Vacation of Utility Easement and Call for Public Hearing.
Background Information:	<p>A signed petition for vacation of a utility easement has been received from the owners of all the real property that includes the proposed area for utility easement.</p> <p>A map of the petitioned vacation area is attached.</p> <p>The purpose of the vacation is to construct a detached garage on the property, including a portion of the area to be vacated.</p> <p>A copy of the procedure for vacation of streets by resolution, included in Sec. 62-4 of the Marshall Code of Ordinances, is also attached.</p> <p>Prior to the public hearing and adoption of the resolution granting a petition for vacation, all utility companies will be contacted to ensure no utilities are currently within the proposed vacated area.</p>
Fiscal Impact:	Property owner to reimburse the City for all costs associated with the vacation.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council acknowledge receipt of the attached petition to vacate utility easement, order the petition to be filed for record with the City Administrator, order hearing on such petition, and set the hearing date for October 27, 2020.

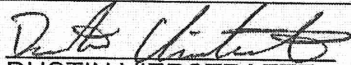
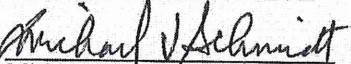
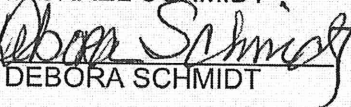
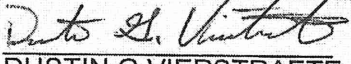
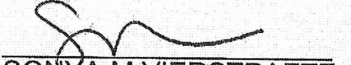
PETITION FOR VACATION OF UTILITY EASEMENT

**Marshall, Minnesota
September 2020**

To the City Council of Marshall, Minnesota:

We, the undersigned, owners of all the real property abutting the utility easement as legally described on the attached Exhibit A and as shown on the attached map as Exhibit B, hereby petition that such utility easement be vacated.


It is also petitioned that the vacated utility easement be divided among the adjacent property owners equal to footage of the property adjacent to such vacation.

	PARCEL # / ADDRESS	OWNER(S)	OWNER(S) SIGNATURE(S)
1.	27-143009-0 / 702 ELIZABETH ST	DUSTIN VIERSTRAETE MICHAEL SCHMIDT DEBORA SCHMIDT	 DUSTIN VIERSTRAETE  MICHAEL SCHMIDT  DEBORA SCHMIDT
2.	27-143010-0 / 1204 CHERYL AVE	DUSTIN G VIERSTRAETE SONYA M VIERSTRAETE	 DUSTIN G VIERSTRAETE  SONYA M VIERSTRAETE

Purpose of Vacation: Joining 702 to 1204 lot. Future Plans Ser
Fence and or Adding structure onto 702 lot

Application Fee: \$100.00 -- I hereby submit this Petition for Vacation. I agree to pay the application fee upon filing. In addition, I understand I will be billed for any direct costs related to this application, which are due and payable regardless of approval or denial by the City Council. These direct costs include, but are not limited to, postage, publication/advertising and recording fees (Per current Resolution of Fees & Rates).

I hereby acknowledge that I will be billed for the relocation of any utilities related to this application, which include, but are not limited to, hydrants, light poles, and communication lines. These relocation expenses are due and payable regardless of approval or denial by the City Council and will be the property owner's expense.


Signature

Dustin Vierstraete
Printed Name

Pd 9-18-2020
#1842

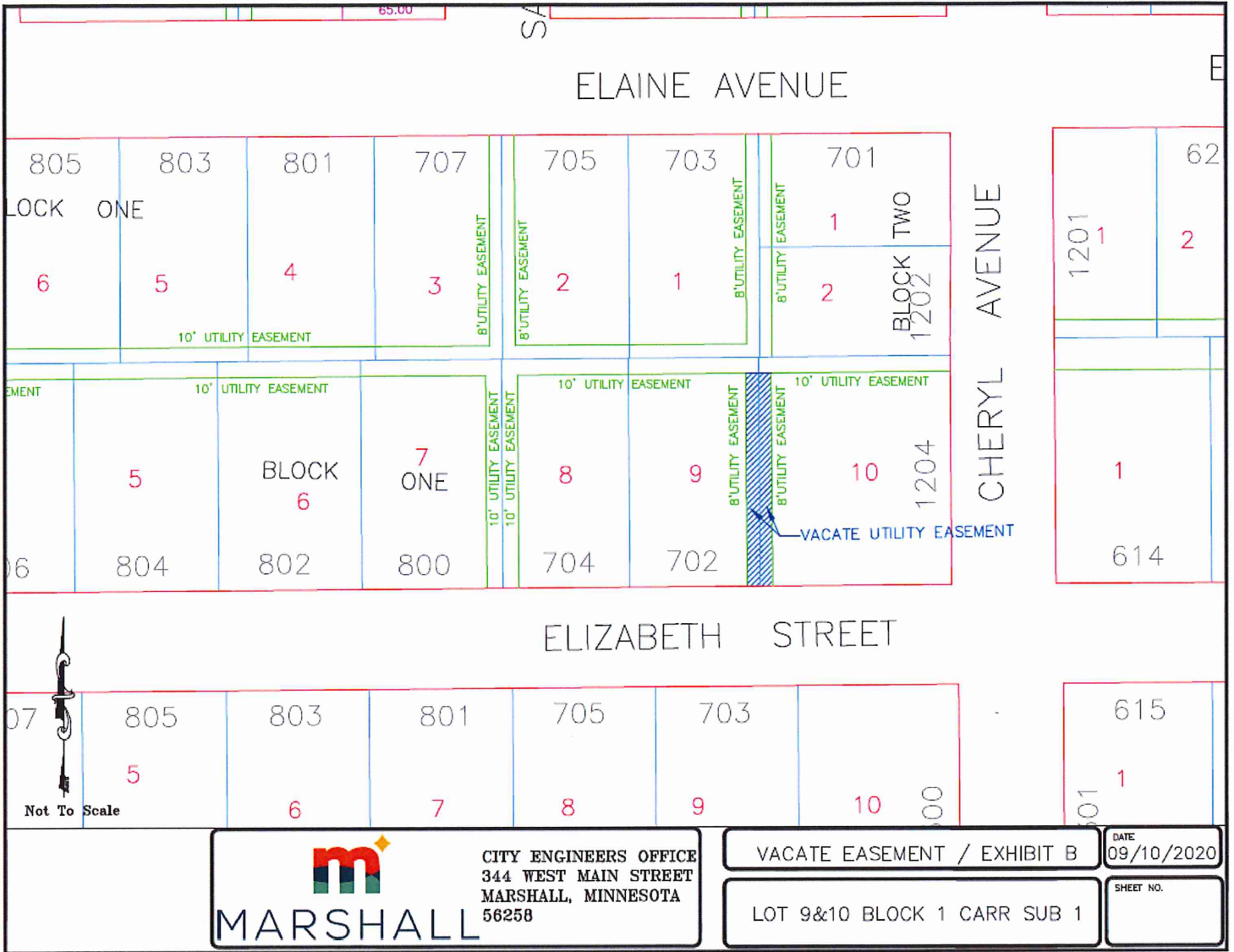
Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.


City Clerk

EXHIBIT A

The 8-foot utility easement along the easterly lot line of Lot 9 and the 8-foot utility easement along the westerly lot line of Lot 10, Block One, Carr Subdivision I, City of Marshall, County of Lyon, State of Minnesota, as shown on Exhibit B, in the City of Marshall, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

EXHIBIT B




MARSHALL
 CITY ENGINEERS OFFICE
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

VACATE EASEMENT / EXHIBIT B
 LOT 9&10 BLOCK 1 CARR SUB 1

DATE
 09/10/2020
 SHEET NO.

Sec. 62-4. - Vacation of streets, alleys, thoroughfares, public grounds, easements, or any other interest in real estate, or any part.

- (a) No public grounds or streets or other interest in real estate shall be vacated except upon the council's own motion or upon the petition directed to the council of a majority of the owners of property on the line of such property interest residing within the city, and completion of the procedure specified in this section. Such petition shall set forth the reasons for such desired vacation, accompanied by a plat of such property interest proposed to be vacated, and such petition shall be verified by the oath of a majority of the petitioners residing within the city.
- (b) If, in the discretion of the council, it is expedient that the matter be proceeded with, it may order the petition filed for record with the city administrator, order a hearing on such petition and fix the time and place of such hearing.
- (c) The city administrator shall give notice of such hearing by publication once at least ten days in advance of such hearing, and by mail to the last known address of all of the owners of property on the line of such property interest proposed to be vacated at least ten days in advance of such hearing. Such last known addresses shall be obtained from the office of the county auditor. Such notice shall in brief state the object of such hearing; the time, place and purpose of such hearing; and the fact that the council, or a board or commission designated by them shall hear the testimony and examine the evidence of the parties interested.
- (d) The council, after hearing the same, or upon the report of such board or commission designated to hold such hearings, may by resolution, passed by affirmative vote of at least five members, declare such property interest vacated, or deny such petition. The resolution, if granting the petition, shall be certified by the city administrator and shall be filed for record and duly recorded in the office of the registrar of deeds (county recorder) in and for the county.

(Code 1976, § 7.07)

<http://library.municode.com/print.aspx?h=&clientID=13297&HTMRequest=http%3a%2f...> 07/18/2012



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approve Final Pay Application-LinnCo-Former Hotel Demolition Contract
Background Information:	LinnCo, Inc has completed the demolition of the former hotel property located at 326 West Main Street. Staff have reviewed the pay request and are in agreement with the final pay application.
Fiscal Impact:	\$63,418.80
Alternative/ Variations:	None
Recommendations:	Approve the Final Pay Application from LinnCo, Inc. in the amount of \$63,418.80.



Proposal

LinnCo, Inc.
 2 - 2nd Avenue S #160
 Sauk Rapids, MN 56379

Phone (320) 272-8288

Submitted to		Job Name	
Name	City of Marshall	Name	Motel Demolition Scope Changes 1.0
Attn:	Scott VanDerMillen		
Address	344 West Main Street	Address	344 West Main Street
City, State, Zip	Marshall, MN	City, State, Zip	Marshall, MN
Phone:	507-537-6768	Cell:	515-490-5237
Date:	9/4/2020	Bid Date:	Time Due:

Project scope and price changes from original contract

Foundation Removals

Original scope included complete foundation removals

Scope revision:

- Add removal of Municipal building foundation wall - 58 lf
- Leave foundation wall in place alongside Main Stay Café and sidewalk -80 lf
- Leave 1,276 sf of basement slab in place

Price Adjustment \$ (3,080.25)

Water and Sewer Services

Original scope included removing water and sewer services to outside hotel foundation

Scope revision:

- Leave water and sewer services in foundation wall
- Cut pipe off flush with foundation wall and fill with grout

Price Adjustment \$ (2,616.00)

Wing wall on Municipal building

Original scope included leaving municipal building wing wall in place

Scope revision:

- Remove wing wall during demolition of hotel building

Price Adjustment \$ (3,701.00)

Above grade wall adjacent to Main Stay Café

Original scope included full removal of the wall

Scope revision:

- Sawcut wall - Location of sawcut provided by City of Marshall
- Leave 52 lf of wall in place
- Omit re-adhering existing rubber roofing onto the Main Stay Café wall.

Price Adjustment \$ (3,396.75)

Backfill site

Original scope included backfilling the site to within 1 foot of finish grade - 1,294 cy

Scope revision:

- Import materials to create wedge per City instructions - 453 cy
- Omit remainder of backfilling - 841 cy

Price Adjustment \$ (19,343.00)

Site Restoration - Class 5

Original scope included furnishing and installing 12" of class 5 aggregate base

Scope revision:

- Omit class 5 aggregate base from contract
- City to topdress Main Stay Café lot

Price Adjustment \$ (7,260.00)

Replace sidewalk and alley pavement - Allowance in bid

No pavement replacement will be done under this contract. City will replace any sidewalk or alley pavement under a separate contract

Price Adjustment \$ (10,000.00)

Additional costs incurred due to Main Stay wall attached to Motel building Wall

- Add Sawcutting foundation wall and above grade wall
- Add Traffic Control Rental

\$ 2,200.00

TOTAL for above items: \$ (47,197.00)

Include additional deduct of \$2,073 for Class 5 materials

Prepared by - Nick Linnemann, President
 LinnCo, Inc.

Accepted by (Signature)

9/4/2020

Title, Company

Item 13.

Date



LinnCo, Inc.
 2 - 2nd Avenue South Suite #160
 Sauk Rapids, MN 56379
 Phone (320) 272-8288

Change Order Request # 1

Date: September 4, 2020

To: Scott VanDerMillen - City of Marshall

RE: Project changes to original contract
 See attached for item breakdown

Item	Hrs/Unit	Rate	Total
Equipment			
Volvo 300 Exc-Demo Package	-14.00	\$ 204.00	\$ (2,856.00)
		\$ -	\$ -
		\$ -	\$ -
Total Equipment			\$ (2,856.00)
Labor			
Foreman - Operator	-14.00	\$ 112.00	\$ (1,568.00)
Laborer	-30.00	\$ 95.00	\$ (2,850.00)
		\$ -	\$ -
Total Labor			\$ (4,418.00)
Subcontractors/Materials			
ITO Hauling	(6.0)	\$ 135.00	\$ (810.00)
Tip Fees	(58.0)	\$ 7.50	\$ (435.00)
Grouting materials	(1.0)	\$ 150.00	\$ (150.00)
Wall Bracing	(3.0)	\$ 875.00	\$ (2,625.00)
Rubber roof matic to wall	(1.0)	\$ 1,500.00	\$ (1,500.00)
F/I Backfill	(841.0)	\$ 23.00	\$ (19,343.00)
F/I Class 5	(242.0)	\$ 30.00	\$ (7,260.00)
Pavement Allowance	(1.0)	\$ 10,000.00	\$ (10,000.00)
Add wall sawcutting	1.0	\$ 1,350.00	\$ 1,350.00
Add traffic control (delay)	1.0	\$ 850.00	\$ 850.00
		\$ -	\$ -
		\$ -	\$ -
Total Subs/Mat'ls			\$ (39,923.00)
Misc lump sum pricing			
		\$ -	\$ -
Total Misc lump sum			\$ -
Bond			
		\$ -	\$ -
Total Bond			\$ -
Grand Total			<u>\$ (47,197.00)</u>

Notes: LinnCo credit includes class 5 to topdress the Main Stay Café gravel lot

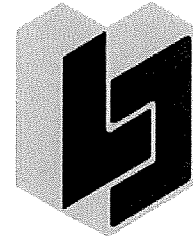
6	Class 5 Site Restoration		Excavator	Labor	Scope costs
	Motel Site quantity	-225 cy			
	Mainstay quantity	-17 cy			
	Omit	-242 cy			
	Cost	\$ 30.00 per cy			\$ (7,260.00)
			<i>Excavator</i>	<i>Labor</i>	<i>Scope costs</i>
			Price Adjustment		
			\$ (7,260.00)	0.0	0.0
					\$ (7,260.00)

7	Omit Alley and Sidewalk pavement restoration		Excavator	Labor	Scope costs
	Allowance in Bid				\$ (10,000.00)
			<i>Excavator</i>	<i>Labor</i>	<i>Scope costs</i>
			Price Adjustment		
			\$ (10,000.00)	0.0	0.0
					\$ (10,000.00)

8	Costs incurred due to unknown conditions of Main Stay Wall		Excavator	Labor	Scope costs
	Sawcutting				\$ 1,350.00
	Traffic Control				\$ 850.00
			<i>Excavator</i>	<i>Labor</i>	<i>Scope costs</i>
			Price Adjustment		
			\$ 2,200.00	0.0	0.0
					\$ 2,200.00

	TOTAL		<i>Excavator</i>	<i>Labor</i>	<i>Scope costs</i>
	Price Adjustment				
	\$ (47,197.00)		-14.0	-30.0	\$ (39,923.00)

LinnCo, Inc.
 2 Second Ave S, Suite 160
 Sauk Rapids, MN 56379 US
 contact@linncoinc.com
 https://linncoinc.com



INVOICE

BILL TO
 City of Marshall, MN
 344 W Main St
 Marshall, MN 56258

INVOICE # 1010
DATE 09/18/2020
DUE DATE 09/18/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Original Contract		1	523,444.00	523,444.00
	Contract Adjustments	-Foundation Removals (3,080.25) -Water/Sewer Services (2,616.00) -Wing Wall Above Grade (3,701.00) -Adjacent Wall to Cafe (3,396.75) -Backfill Site (19,343.00) -Class 5 (7,260.00) -Omit Sidewalk and Alley Pavement (10,000.00) +Sawcut Wing Wall and Traffic Control 2,200.00	1	-49,270.00	-49,270.00
	Previously Paid		1	-	-410,755.20
				410,755.20	

BALANCE DUE **\$63,418.80**

NOTICE TO PROCEED

TO: Mr. Nick Linnemann
LinnCo, Inc.
2 Second Ave. S, Suite 160
Sauk Rapids, MN 56379

DATE: June 3, 2020
PROJECT:
**DEMOLITION OF
BUILDING STRUCTURE,
FOUNDATION AND MATERIALS
LOCATED AT
326 WEST MAIN STREET**

You are hereby notified to commence WORK in accordance with the Agreement dated May 12, 2020.

The Contract Time shall commence to run on June 4, 2020. WORK shall proceed in accordance with the dates set forth in Article 3 of the Agreement and all other provisions of the Contract Documents.

CITY OF MARSHALL
MARSHALL, MINNESOTA

BY: 

PRINTED NAME: Glenn J. Olson, P.E.

TITLE: City Hall Owner's Representative

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this, the _____ day of _____, 20____.

LINNCO, INC.
SAUK RAPIDS, MINNESOTA

BY: _____

PRINTED NAME: _____

TITLE: _____

AGREEMENT
DEMOLITION OF
BUILDING STRUCTURE, FOUNDATION AND MATERIALS
LOCATED AT
326 WEST MAIN STREET
CITY OF MARSHALL, MINNESOTA

THIS AGREEMENT is dated as of the 12th day of May in the year 2020 by and between City of Marshall (hereinafter called OWNER) and LinnCo, Inc. of Sauk Rapids, Minnesota (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All labor, materials, equipment, utilities and all other things necessary for the construction of the:

**To demolish and remove the building structure, materials and foundation at
326 West Main Street in Marshall, Minnesota.**

ARTICLE 2. ENGINEER.

The Project has been designed by the Glenn J. Olson, P.E., who is hereinafter called ENGINEER shall act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME AND LIQUIDATED DAMAGES.

- 3.1. Per the BID dated May 5, 2020 (copy attached), the building, foundation and materials shall be demolished, removed and backfilled within sixty (60) days following issuance of the Notice to Proceed. CONTRACTOR hereby agrees to commence work under this contract per timeline specified in said Notice to Proceed and to fully complete the project within the time periods stipulated.
- 3.2. CONTRACTOR further agrees to pay as liquidated damages, the sum of five hundred dollars (\$500.00) for each consecutive calendar day thereafter any section of the project is not completed.
- 3.3. Per the BID dated May 5, 2020 (copy attached), see "Project Requirements and Conditions", Sections I, II and III referencing all requirements of the project.

ARTICLE 4. CONTRACT PRICE.

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the BID as follows:

BID AMOUNT:	\$513,344.00
+ ALLOWANCE:*	<u>10,000.00</u>
TOTAL:	\$523,444.00

The total contract price is Five hundred twenty-three thousand, four hundred forty-four dollars and zero one-hundredths, (\$523,444.00).

* During the demolition of the foundations adjacent to the sidewalk or alley, any removals that would require removal of part or all the sidewalk or concrete surfacing of the alley shall be part of the \$10,000.00 allowance included in the bid. Any other damage to property outside of the hotel property resulting from the building demolition will be the responsibility of the Contractor at no additional cost to the City.

ARTICLE 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Project Requirements and Conditions, III., 3.

5.1 Timely Payments to Subcontractors for Completed Work.

The Prime Contractor must pay any Subcontractor within ten days of the Prime Contractor's receipt of payment from the municipality for undisputed services provided by the Subcontractor.

5.2. Final Payment. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has given ENGINEER written notice of any conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

6.3. Nondiscrimination in Employment - The contractor agrees not to discriminate on account of race, creed or color as per Minnesota Statutes, Section 181.59 and Minnesota Statutes 363 regarding compliance with the Department of Human Rights.

6.4. Minnesota Department of Human Rights.

I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1969; and (initial one of the three below, as applicable):

- _____ Have a certificate of compliance issued by the Department of Human Rights.
- _____ Have applied for a certificate of compliance to the Commissioner of Human Rights, which is pending.
- _____ A certificate of compliance is not required for my company due to its number of employees.

ARTICLE 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement.
- 7.2. Exhibits to this Agreement.
- 7.3. Performance Bond.
- 7.4. Payment Bond.
- 7.5. Notice of Award.
- 7.6. Project Requirements & Conditions.
- 7.7. Addenda numbers ____ to ____, inclusive. N/A
- 7.8. Certificates of Insurance.
- 7.13 Documents which may be executed after this Agreement is executed.
- 7.14 The following may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.14.1 Notice to Proceed.
 - 7.14.2 Written Amendments and Change Orders as signed by all parties to this Agreement.
 - 7.14.3 Written Field Orders and written Engineer's interpretations and/or clarifications.

There are no Contract Documents other than those listed above in this Article 7.

ARTICLE 8. MISCELLANEOUS.

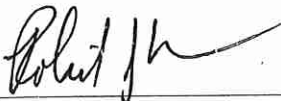
- 8.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.2. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__.

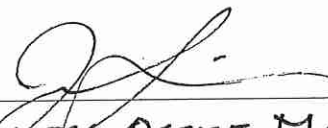
OWNER: CITY OF MARSHALL

CONTRACTOR: LINNCO, INC.

By: 
Mayor, City of Marshall
(CORPORATE SEAL)

By: 
President
(CORPORATE SEAL)

Attest 
City Clerk

Attest 
BUSINESS OFFICE MANAGER

Address for giving notices:
344 W Main St.
Marshall, MN 56258

Address for giving notices:
2 Second Ave. S, Suite 160
Sauk Rapids, MN 56379

BID

TO THE HONORABLE MAYOR AND THE
COMMON COUNCIL OF THE
CITY OF MARSHALL
LYON COUNTY, MINNESOTA

May 5, 2020

The undersigned being familiar with the "Project Requirements and Conditions", hereby proposes and agrees to provide services for the following: **DEMOLISH AND REMOVE THE BUILDING STRUCTURE AND MATERIALS LOCATED AT 326 WEST MAIN STREET IN MARSHALL, MINNESOTA** in accordance with the specifications attached hereto for the following price, to wit:

BID AMOUNT: \$ 513,444.00
+ ALLOWANCE:* 10,000.00
TOTAL: \$ 523,444.00

* See Page 8, Item 14

The undersigned also agrees as follows:

1. Within fourteen (14) days after the bid is awarded, to furnish a satisfactory performance bond or other guarantee acceptable to the City, in the sum specified, guaranteeing the faithful performance of the work and payment of bills.
2. Time is of the essence. The building, foundation and materials shall be demolished, removed and backfilled within sixty (60) days following issuance of the Notice to Proceed.
3. This bid cannot be withdrawn within thirty (30) days after the scheduled time for receipt of bids.
4. It is the understanding that the City may accept or reject any or all bids and award a contract deemed to be in the best interest of the City and waive any informalities in the process.
5. Hazardous materials located in the building have been removed under previous contract. The Contractor shall inform the City of any unknown hazardous materials. These removals shall be the responsibility of the City.

*** THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK. ***

LIQUIDATED DAMAGES

Bidder hereby agrees to commence work under this contract after a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the time periods stipulated. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter any section of the project is not completed.

ADDENDUM RECEIPTS

Receipt of the following addenda to the Specifications is acknowledged:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

By: 
(Signature)

Nick Linnemann
Typed or Printed Name

President
Title

2 Second Ave S, Ste 160
Mailing Address

Sauk Rapids, MN 56379
City, State ZIP

Telephone Number (320) 272-8288

nick@linncoinc.com
Email

State whether the Bidder is sole proprietor, a partnership or a corporation, and if a corporation, the state in which it is incorporated.

C-Corporation, Minnesota

PROJECT REQUIREMENTS AND CONDITIONS

I. SCOPE OF WORK

1. Provide all labor, materials, and equipment necessary for the demolition and site restoration for the stated property in the City of Marshall, County of Lyon, State of Minnesota. Individual elements of work shall include, but is not limited to:
 - a. Demolition and removal of building structure, foundation and concrete.
 - b. Removal of all materials within the building, including but not limited to piping, tanks, mechanical items, wood, floors, wiring, debris and miscellaneous items.
 - c. Backfill excavated areas with suitable common borrow (clay) or granular material and compacted to a minimum standard proctor density of 95%.
 - d. The existing brick/masonry from the hotel may be crushed and utilized on site but must be crushed to a maximum size of 2 inches and be compacted utilizing ordinary compaction methods. The final grading shall be shaped to drain away from the Municipal Building and Main Stay Café to the street or alley at existing elevations.
 - e. Recap the existing sanitary sewer service line and water service line at the outside of the existing foundation at the right-of-way.
 - f. Coordinate the recapping of the sanitary sewer service line with City of Marshall Building Inspection.
 - g. Coordinate recapping of the termination of the water service line with Marshall Municipal Utilities.
 - h. Restoration of the site shall include placement of 12 inches of Class 5 over excavated areas to finish the site.
 - i. Protect all light poles, electric transformers and other utilities located on public right-of-way.
2. Remove all materials from the demolition site in accordance with federal, state and local regulations. Contractor shall provide the protection and safety fencing required for the site until final restoration has been completed.
3. The Contractor shall accept the site in its present condition and shall inspect the site for its character and the type of structure to be demolished. The owner assumes no responsibility for the condition of existing structure and other property within the demolition area, or the condition of the

property before or after the solicitation for bids. No adjustment of bid price or allowance for any change in conditions that occur after the acceptance of the responsible, responsive bidder will be allowed.

4. The following items shall be salvaged by the Contractor for the City and delivered to location(s) within the City as directed by the City:
 - a. "Marshall Hotel" sign and supports (front of building)
 - b. "Hotel Entrance" sign (rear of building)
 - c. Wrought iron railings (front of building)
 - d. Tiles (top front of building)

II. LOCATION

The structure is located in Marshall, Minnesota at 326 West Main Street.

III. GENERAL SPECIFICATIONS & INFORMATION

1. See attached map (Exhibit A) for the site location and construction limits.
2. The Contractor shall provide certificates of insurance to the Owner of adequate coverage consistent with the type of demolition work being completed on this project. The Owner shall be named as an additional insured on the certificate.
3. Contractor shall be paid the lump sum price for demolition at the site as indicated in the bid and as approved by the owner or owner's representative, and this payment will be full compensation for removal of the building, foundation, building materials, contents of building, trash, rubbish and related work as specified. The Contractor shall pay for all charges, levies, fees, permits and other expenses necessary to complete the work in accordance with the plans and specifications.
4. The Contractor shall obtain all necessary permits from City, Lyon County and Minnesota Pollution Control Agency in conjunction with the demolition work and the waste disposal. Contractor may block off sidewalk and parking on West Main Street adjacent to the hotel property with adequate traffic control approved by the City Engineer.
5. The Contractor will assume all liability for damage to the property of others which may occur during the demolition process. The Contractor shall take precautionary measures so as not to cause damage to any public right-of-way, structures, street utilities, or any other property adjacent to the structure scheduled for demolition.
6. The Contractor shall be responsible for removing any demolition debris or mud from any street or right-of-way resulting from the execution of the demolition work.

7. The Contractor shall comply with applicable air pollution control requirements of the city, county, and state (Mn/DOT 1717). The Contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the city, county and state shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to: the use of water or chemicals for control of dusts in the demolition of the structure and the use of covers on open-bodied trucks transporting materials likely to produce airborne dusts.

No fires of any kind will be permitted in the demolition work area.

The Contractor shall implement BMP's to control both airborne and water pollution and erosion/sediment controls for the project site

8. Demolition, removal, and disposal work shall include all materials in the building and foundation of the structure.
9. Demolition shall include the removal of a portion of the rubber roofing on the Main Stay Café from the wall of the hotel and patching or re-adhering the existing rubber to the remaining wall of the Main Stay Café.
10. Demolition shall also include any accessory mechanical or supportive units utilized by the hotel that may be located on the Main Stay Café property.
11. All excavations will be filled with natural materials of clay and/or gravel. The fill will be compacted by conventional methods. The backfill materials shall be obtained from suitable materials imported into the project from an approved source. All common borrow required for backfilling shall be incidental to the amount of the bid. If the existing brick/masonry from the hotel is utilized on site, it must be crushed to a maximum size of 2 inches and be compacted utilizing ordinary compaction methods. The final grading shall be shaped to drain away from the Municipal Building and Main Stay Café to the street or alley at existing elevations.
12. Temporary fence shall be erected around all excavation and debris piles to prevent access to the public. The fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing, including all materials, shall be considered incidental to the demolition. The fencing material shall remain the property of the Contractor.
13. The Contractor is responsible for securing any staging areas required outside the limits of the demolition areas. Public rights-of-ways utilized as staging areas shall be by permit only.

14. During the demolition of the foundations adjacent to the sidewalk or alley, any removals that would require removal of part or all the sidewalk or concrete surfacing of the alley shall be part of the \$10,000.00 allowance included in the bid.

Any other damage to property outside of the hotel property resulting from the building demolition will be the responsibility of the Contractor at no additional cost to the City.

15. The wall between Grid 0 and Grid 1 (Exhibit B) on the Municipal Building side may be unstable when the hotel wall is removed. That wall should be saw cut by this demolition contractor allowing the wall to be removed without damage to the wall that will remain.

16. Vehicular access cannot be maintained at all times to the following areas as a result of this demolition:

- Rear parking lot behind Main Stay Café located at 316 West Main Street
- Rear to parking lot located behind 117-127 North 3rd Street

The Contractor shall coordinate the closure of the alley serving these two areas with the City and the property owner(s).

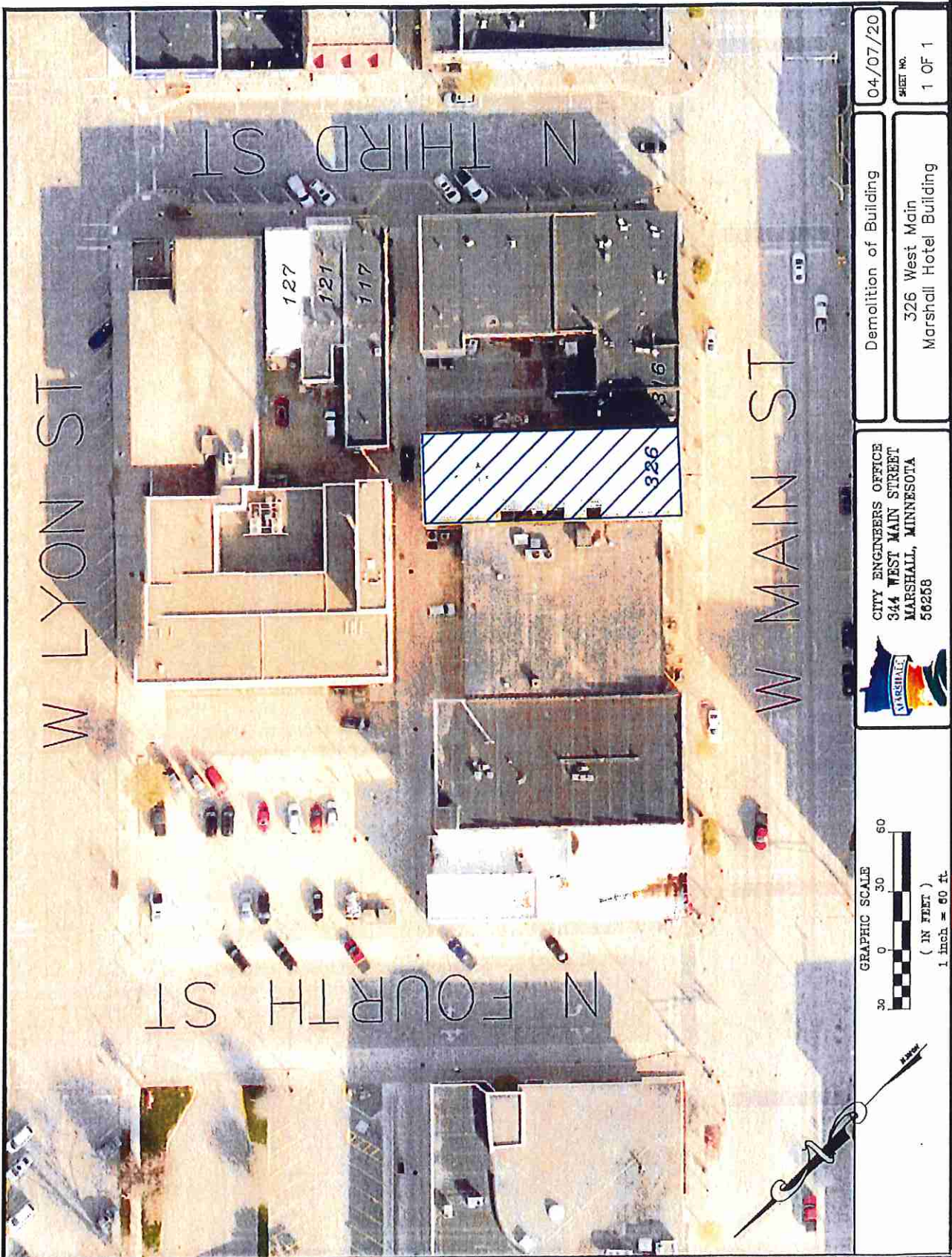
17. The Contractor shall submit a request for any proposed closure of the alley adjacent to 326 West Main Street and the length of time(s) that the Contractor proposes to have the alley closed to through traffic.

18. The City Hall Owner's Representative or City Engineer shall be responsible for the coordination of work between the Municipal Building Renovation contractor and the demolition Contractor.

19. Marshall Municipal Utilities will be responsible for the removal and replacement of the security light pole adjacent to the alley near the northeast corner of the hotel, as well as temporary removal and replacement of street light on Main Street in front of hotel.

20. If the Contractor intends to use any adjacent private property for their work, it will be the responsibility of the Contractor to contact and make arrangements with the property owner.

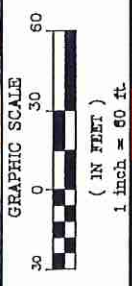
21. The City has copies of the following available upon request:
 - Marshall Hotel Asbestos Inspection Report (11/12/2018)
 - Marshall Hotel Structural Assessment (06/20/2012)
 - Hazardous Materials Removal Agreement (02/20/2019)

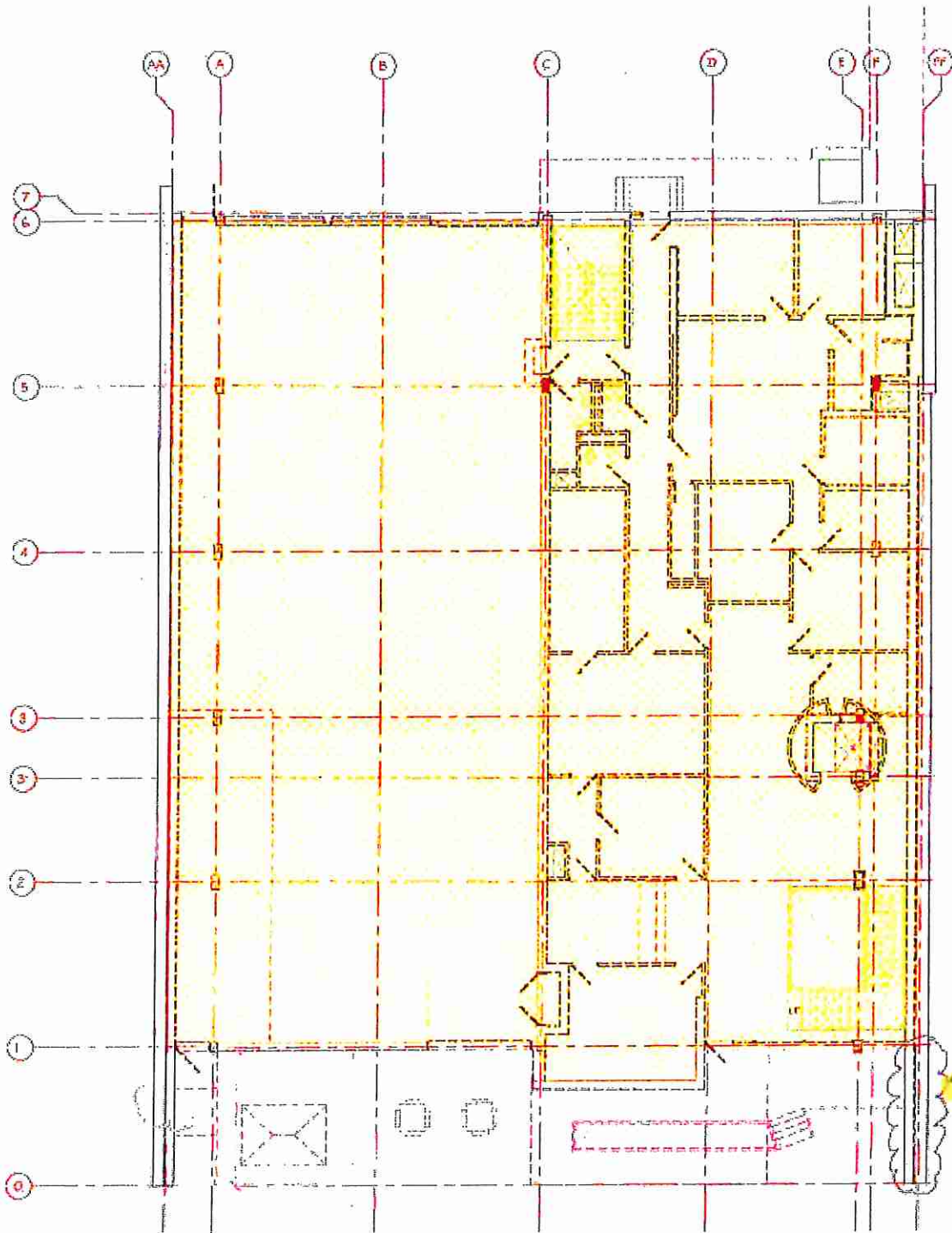


04/07/20
SHEET NO.
1 OF 1

Demolition of Building
326 West Main
Marshall Hotel Building

CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258



PROJECT: [Symbol] TRK: [Symbol]
2 MAIN LEVEL - DEMO
SCALE: 1/8" = 1'-0"
1 2 4 6



AIA Document A312™ – 2010

Performance Bond

Bond No. 763150

CONTRACTOR:
(Name, legal status and address)
LinnCo, Inc.

2 Second Avenue South, Suite 160
Sauk Rapids, MN 56379

OWNER:
(Name, legal status and address)
City of Marshall, Minnesota

344 W. Main St.
Marshall, MN 56258-1313

CONSTRUCTION CONTRACT
Date: May 12, 2020

Amount: Five Hundred Twenty-three Thousand Four Hundred Forty-four And No/100 (\$523,444.00)

Description:
(Name and location) To Demolish and Remove the Building Structure, Materials, and Foundation at 326 West Main Street in Marshall, Minnesota

SURETY:
(Name, legal status and principal place of business) Nationwide Mutual Insurance Company

One West Nationwide Blvd, 1-04-701
Columbus, OH 43215

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.


BOND

Date: May 22, 2020
(Not earlier than Construction Contract Date)

Amount: Five Hundred Twenty-three Thousand Four Hundred Forty-four And No/100 (\$523,444.00)

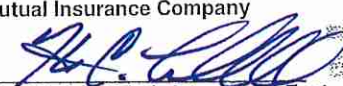
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
LinnCo, Inc.

Signature: 
Name: NICK LINNEMANN
and Title: PRESIDENT

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company: *(Corporate Seal)*
Nationwide Mutual Insurance Company

Signature: 
Name: Kurt C. Lundblad, Attorney-in-Fact
and Title:



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
CSDZ, LLC
225 South Sixth Street, Suite 1900
Minneapolis, MN 55402

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

Item 13.

4

Page 94

 **AIA** Document A312™ – 2010

Payment Bond

Bond No. 763150

CONTRACTOR:

(Name, legal status and address)
LinnCo, Inc.

2 Second Avenue South, Suite 160
Sauk Rapids, MN 56379

OWNER:

(Name, legal status and address)
City of Marshall, Minnesota

344 W. Main St.
Marshall, MN 56258-1313

CONSTRUCTION CONTRACT

Date: May 12, 2020

Amount: Five Hundred Twenty-three Thousand Four Hundred Forty-four And No/100 (\$523,444.00)

Description:

(Name and location) To Demolish and Remove the Building Structure, Materials, and Foundation at 326 West Main Street in Marshall, Minnesota

SURETY:

(Name, legal status and principal place of business) Nationwide Mutual Insurance Company

One West Nationwide Blvd, 1-04-701
Columbus, OH 43215

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: May 22, 2020

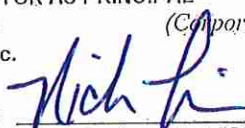
(Not earlier than Construction Contract Date)

Amount: Five Hundred Twenty-three Thousand Four Hundred Forty-four And No/100 (\$523,444.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

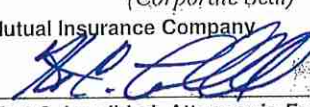
Company: (Corporate Seal)
LinnCo, Inc.

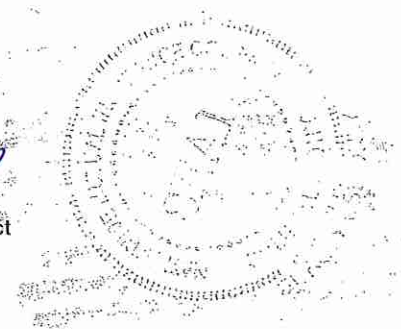
Signature: 
Name: NICK LINNEMANN
and Title: PRESIDENT

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
Nationwide Mutual Insurance Company

Signature: 
Name: Kurt C. Lundblad, Attorney-in-Fact
and Title:



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

CSDZ, LLC
225 South Sixth Street, Suite 1900
Minneapolis, MN 55402

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor:

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.


Init:

AIA Document A312™ – 2010. The American Institute of Architects.

CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of BENTON)

On this 22ND day of MAY 2020, before me appeared NICK LINNEMANN to me personally known; who, being by me duly sworn, did say that he/she is the PRESIDENT of LinnCo, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said NICK LINNEMANN acknowledged said instrument to be the free act and deed of said corporation.



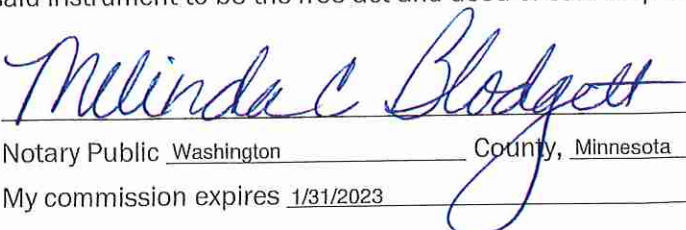
Notary Public HENNEPIN County, MN
My commission expires 1-31-2024

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 22nd day of May 2020, before me appeared Kurt C. Lundblad, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Nationwide Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Kurt C. Lundblad acknowledged said instrument to be the free act and deed of said corporation.





Notary Public Washington County, Minnesota
My commission expires 1/31/2023

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

RACHEL THOMAS, MELINDA C BLODGETT, LIN ULVEN, SANDY M ENGSTRUM, BRIAN J OESTREICH, EMILY R WHITE, COLBY D WHITE, JOSHUA R LOFTIS, KURT C LUNDBLAD, NICOLE STILLINGS, NATHAN C WEAVER, R.W. FRANK, R.C. BOWMAN, TED R JORGENSEN

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK, ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Dello
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Dello]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 22nd day of May 2020

[Handwritten signature of Laura B. Guy]

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55401	CONTACT NAME: Kaci Olds PHONE (A/C, No., Ext): 612-322-6037 E-MAIL ADDRESS: kolds@csdz.com	FAX (A/C, No.):
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Western National Assurance Company	NAIC # 24465
INSURED LinnCo, Inc 2 Second Ave S, Suite 160 Sauk Rapids, MN 56379	LININCI	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1942252184

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Conlr Liab Per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPP120878300	3/29/2020	3/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$500 <input checked="" type="checkbox"/> Coll: \$500			CPP120878200	3/29/2020	3/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Car Phys Dmg \$ ACV up to \$50000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB103528100	3/29/2020	3/29/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV1028247	3/29/2020	3/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Personal Property-Loc1/Spec Form <input checked="" type="checkbox"/> Installation Floater <input checked="" type="checkbox"/> Leased/Rented Equip			CPP120878300 CPP120882600	3/29/2020 3/29/2020	3/29/2021 3/29/2021	Ded: \$500 / RC \$4,000 Ded: \$1,000 / RC \$1,000,000 Ded: \$500 / ACV \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All Work Performed

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: City of Marshall and Others as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Marshall
 344 W. Main St.
 Marshall MN 56258

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider a LG220 Application for Exempt Permit for SWMN Ducks Unlimited.
Background Information:	Attached is an application for Exempt Permit for SWMN Ducks Unlimited for an event to be held on October 23, 2020 at Marshall Golf Club, 800 Country Club Drive.
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to SWMN Ducks Unlimited for an event to be held on October 23, 2020 at Marshall Golf Club, 800 Country Club Drive, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30- day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

LG220 Application for Exempt Permit

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: SW MN Ducks Unlimited Previous Gambling Permit Number:
Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any:
Mailing Address: 202 Carrow St.
City: Marshall State: MN Zip: 56258 County: Lyon
Name of Chief Executive Officer (CEO):
CEO Daytime Phone: 507-829-0177 CEO Email: hunter.kontz.du@gmail.com
Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[] Fraternal [] Religious [] Veterans [x] 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
[x] IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
[] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Marshall Golf Club
Physical Address (do not use P.O. box): 800 Country Club Dr.
Check one:
[x] City: Marshall Zip: 56258 County: Lyon
[] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): 10-23-2020

Check each type of gambling activity that your organization will conduct:
[] Bingo [] Paddlewheels [] Pull-Tabs [] Tipboards [x] Raffle

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

LG220 Application for Exempt Permit

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: <u>Marshall</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p>	<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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The city or county must sign before submitting application to the Gambling Control Board.

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: [Signature] Date: 9-22-2020

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

Print Name: Hunter J Kuntz

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

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider a LG214 Premises Permit Application for the American Legion Post 113.
Background Information:	Attached is an application for Premises Permit for the American Legion Post 113. The Legion has requested to move its gambling operations to the Wooden Nickle Burgers and Brew.
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) acknowledges the receipt of LG214 Premises Permit Application and (2) authorizes and directs the appropriate city personnel to complete and sign the LG214 Premises Permit Application on behalf of the City of Marshall.

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

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

City Name: _____

Date Approved by City Council: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of City Personnel: _____

Title: _____ Date Signed: _____

**Local unit of government
must sign.**

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

County Name: _____

Date Approved by County Board: _____

Resolution Number: _____
(If none, attach meeting minutes.)

Signature of County Personnel: _____

Title: _____ Date Signed: _____

TOWNSHIP NAME: _____

Complete below only if required by the county.
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|
- Ken Versawol* *Commander Post 113* _____ *9-17-20* _____
- Signature of Chief Executive Officer (designee may not sign)** **Date**

<p>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 your organization's application. Your organization's name and address will be public</p>	<p>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;</p>	<p>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.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
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:	That the following bills and project payments be authorized for payment



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 09/21/2020 - 10/09/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	10/02/2020	EFT	0.00	1,868.36	5239
4549	A & B BUSINESS, INC	10/09/2020	EFT	0.00	1,868.36	5311
5813	ACE HOME & HARDWARE	09/25/2020	Regular	0.00	448.24	117151
5813	ACE HOME & HARDWARE	10/02/2020	Regular	0.00	626.32	117204
5813	ACE HOME & HARDWARE	10/09/2020	Regular	0.00	247.34	117270
6128	ACTION CO LLC	10/02/2020	EFT	0.00	146.00	5240
4971	ACTION FLAG CO.	09/25/2020	Regular	0.00	47.62	117153
6469	ACTIVE911, INC	10/09/2020	Regular	0.00	14.20	117271
6604	ADOLPH KIEFER& ASSOCIATES LLC	10/02/2020	Regular	0.00	245.00	117207
4487	ADVANCED OPPORTUNITIES-WORKCOMPONENT	10/02/2020	Regular	0.00	5,000.00	117208
6631	AED PROFESSIONALS	10/09/2020	Regular	0.00	130.00	117272
0560	AFSCME COUNCIL 65	09/25/2020	EFT	0.00	1,311.00	5204
5119	ALL FLAGS,LLC	10/02/2020	Regular	0.00	249.60	117209
0578	AMAZON CAPITAL SERVICES	09/25/2020	EFT	0.00	123.60	5205
0578	AMAZON CAPITAL SERVICES	10/02/2020	EFT	0.00	390.83	5241
0578	AMAZON CAPITAL SERVICES	10/09/2020	EFT	0.00	107.28	5312
0581	AMERICAN ENGINEERING TESTING INC	10/02/2020	EFT	0.00	1,153.80	5242
0581	AMERICAN ENGINEERING TESTING INC	10/09/2020	EFT	0.00	621.00	5313
0583	AMERICAN FAMILY LIFE ASSURANCE CO	09/25/2020	EFT	0.00	1,588.40	5206
0595	AMERIPRIDE SERVICES, INC	10/02/2020	EFT	0.00	92.72	5243
5880	AMERITAS LIFE INSURANCE CORP	09/25/2020	Regular	0.00	477.31	117154
5837	ANDERSON, JASON	10/02/2020	EFT	0.00	80.00	5244
6616	ANDERSON, ORRAN & ARDELL	10/02/2020	Regular	0.00	300.00	117210
0658	AP DESIGN	09/25/2020	EFT	0.00	319.54	5207
0630	ARCTIC GLACIER	09/25/2020	Regular	0.00	272.92	117155
0630	ARCTIC GLACIER	10/02/2020	Regular	0.00	52.29	117211
0630	ARCTIC GLACIER	10/09/2020	Regular	0.00	235.45	117273
0629	ARNOLD MOTOR SUPPLY	10/09/2020	Regular	0.00	37.22	117274
5447	ARTISAN BEER COMPANY	09/25/2020	Regular	0.00	397.70	117156
5447	ARTISAN BEER COMPANY	10/02/2020	Regular	0.00	529.50	117212
5447	ARTISAN BEER COMPANY	10/09/2020	Regular	0.00	530.00	117275
5702	B & H PHOTO & ELECTRONICS CORP	09/25/2020	EFT	0.00	2,522.99	5208
5702	B & H PHOTO & ELECTRONICS CORP	10/02/2020	EFT	0.00	864.42	5245
5702	B & H PHOTO & ELECTRONICS CORP	10/09/2020	EFT	0.00	76.68	5314
6622	BANGASSER, CHERYL	10/02/2020	Regular	0.00	7,500.00	117213
5327	BAUMANN, ADAM	10/02/2020	EFT	0.00	30.00	5246
0688	BELLBOY CORPORATION	10/02/2020	EFT	0.00	5,397.78	5247
5612	BELLO CUCINA OF MARSHALL	09/25/2020	Regular	0.00	7,500.00	117157
0689	BEND RITE FABRICATION INC	09/25/2020	Regular	0.00	27.98	117158
0689	BEND RITE FABRICATION INC	10/02/2020	Regular	0.00	17,485.00	117214
0699	BEVERAGE WHOLESALERS	09/25/2020	Regular	0.00	34,010.80	117159
0699	BEVERAGE WHOLESALERS	10/02/2020	Regular	0.00	44,443.64	117215
0699	BEVERAGE WHOLESALERS	10/09/2020	Regular	0.00	27,413.26	117276
0704	BIKE SHOP	10/09/2020	Regular	0.00	7,500.00	117278
6485	BLOOME, BETH	10/09/2020	Regular	0.00	7,500.00	117279
6163	BLUE LINE SHARPENING & SALES	09/25/2020	EFT	0.00	500.00	5209
0726	BORCHS SPORTING GOODS	10/02/2020	EFT	0.00	59.99	5248
0018	BORDER STATES ELECTRIC SUPPLY	09/25/2020	EFT	0.00	46.13	5210
0018	BORDER STATES ELECTRIC SUPPLY	10/02/2020	EFT	0.00	447.24	5249
0018	BORDER STATES ELECTRIC SUPPLY	10/09/2020	EFT	0.00	84.72	5315
4506	BOT, JOSEPH	10/02/2020	EFT	0.00	696.00	5250
6231	BOX, KYLE	10/02/2020	EFT	0.00	30.00	5251
4457	BREAKTHRU BEVERAGE	09/25/2020	Regular	0.00	5,240.15	117161
4457	BREAKTHRU BEVERAGE	10/02/2020	Regular	0.00	5,413.29	117217

Council Check Report

Date Range: 09/21/2020 - 10/09/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4457	BREAKTHRU BEVERAGE	10/09/2020	Regular	0.00	4,749.25	117280
0741	BREMER INSURANCE - MARSHALL	10/09/2020	Regular	0.00	66,975.00	117281
3568	BRUNSVOLD, QUENTIN	10/02/2020	EFT	0.00	30.00	5252
0728	BUFFALO RIDGE CONCRETE,INC	10/02/2020	EFT	0.00	735.00	5253
0774	BUREAU OF CRIMINAL APPREHENSION	10/09/2020	Regular	0.00	630.00	117284
0378	BUYASSE, JASON	10/02/2020	EFT	0.00	30.00	5254
0380	CALLENS, DAVID	10/02/2020	EFT	0.00	30.00	5255
0799	CARLOS CREEK WINERY	10/09/2020	Regular	0.00	465.00	117285
0802	CARLSON & STEWART REFRIG INC	09/25/2020	EFT	0.00	567.53	5211
0815	CATTOOR OIL COMPANY INC	10/02/2020	EFT	0.00	4.99	5256
6619	CATTOOR, JAY & HEATHER	10/02/2020	Regular	0.00	300.00	117219
0818	CAUWELS, ROGER	10/02/2020	EFT	0.00	30.00	5257
0836	CHARTER COMMUNICATIONS	09/25/2020	EFT	0.00	11.99	5212
6621	COCO AVENUE	10/02/2020	Regular	0.00	7,500.00	117220
0875	COMPUTER MAN INC	10/09/2020	EFT	0.00	2,256.00	5316
0384	COUDRON, DEAN	10/02/2020	EFT	0.00	30.00	5258
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	09/25/2020	Regular	0.00	6.00	117162
0934	D & G EXCAVATING INC	09/25/2020	EFT	0.00	575.00	5213
0934	D & G EXCAVATING INC	10/02/2020	EFT	0.00	300.00	5259
0934	D & G EXCAVATING INC	10/09/2020	EFT	0.00	17,038.60	5317
3819	DACOTAH PAPER CO	09/25/2020	Regular	0.00	229.32	117163
3819	DACOTAH PAPER CO	10/02/2020	Regular	0.00	43.18	117221
6537	DEHN, JESSIE	10/02/2020	EFT	0.00	70.00	5260
6472	DEUTZ, LAUREN	10/02/2020	EFT	0.00	80.00	5261
5731	DOLL DISTRIBUTING	09/25/2020	EFT	0.00	13,243.00	5214
5731	DOLL DISTRIBUTING	10/02/2020	EFT	0.00	17,939.20	5262
5731	DOLL DISTRIBUTING	10/09/2020	EFT	0.00	13,346.95	5318
6633	DRAPER, ROSE	10/09/2020	Regular	0.00	7,500.00	117286
6492	D'S THAI RESTAURANT	10/02/2020	Regular	0.00	7,500.00	117222
1020	DUININCK BROS., INC.	09/25/2020	EFT	0.00	610.40	5215
1020	DUININCK BROS., INC.	10/02/2020	EFT	0.00	31,270.05	5263
1020	DUININCK BROS., INC.	10/09/2020	EFT	0.00	856.00	5319
6248	ENGAN ASSOCIATES P.A.	10/09/2020	EFT	0.00	3,729.91	5320
5938	ESCAPE SPA	10/02/2020	Regular	0.00	7,500.00	117223
6599	ET ENTERTAINMENT, LLC	10/09/2020	Regular	0.00	725.00	117287
1090	FASTENAL COMPANY	10/02/2020	EFT	0.00	24.67	5264
1090	FASTENAL COMPANY	10/09/2020	EFT	0.00	393.27	5321
1126	FLEXIBLE PIPE TOOL COMPANY	10/02/2020	EFT	0.00	897.85	5265
4805	FURTHER	10/02/2020	Bank Draft	0.00	8,450.67	DFT0000434
4805	FURTHER	10/02/2020	Bank Draft	0.00	7,458.74	DFT0000439
4805	FURTHER	10/02/2020	Bank Draft	0.00	520.84	DFT0000444
1158	GALLS INC	10/02/2020	Regular	0.00	941.94	117224
6145	GARY L FISCHLER & ASSOCIATES	09/25/2020	EFT	0.00	1,300.00	5216
2857	GEIHL CONSTRUCTION	10/02/2020	Regular	0.00	300.00	117225
6403	GIRARD, JOSH	10/02/2020	Regular	0.00	108.00	117226
6421	GMNP	10/09/2020	Regular	0.00	1,500.00	117288
6478	GOPHER STATE ONE CALL	10/09/2020	EFT	0.00	310.50	5322
6560	GOVERNMENT FINANCE OFFICERS ASSOCIATION	10/09/2020	Regular	0.00	634.50	117289
1201	GRAINGER INC	10/09/2020	EFT	0.00	183.08	5323
6127	GRANDVIEW VALLEY WINERY, INC	10/02/2020	Regular	0.00	240.00	117227
1208	GREAT PLAINS NATURAL GAS COMPANY	10/09/2020	Regular	0.00	53.69	117290
1215	GREENWOOD NURSERY	09/25/2020	Regular	0.00	398.40	117164
1215	GREENWOOD NURSERY	10/02/2020	Regular	0.00	2,785.85	117228
1215	GREENWOOD NURSERY	10/09/2020	Regular	0.00	1,470.11	117291
3760	GROWMARK INC.	09/25/2020	EFT	0.00	617.80	5217
1230	HACH COMPANY	10/09/2020	Regular	0.00	154.17	117292
1243	HARDWARE HANK	10/02/2020	EFT	0.00	484.16	5266
1243	HARDWARE HANK	10/09/2020	EFT	0.00	30.00	5324
1256	HAWKINS INC	09/25/2020	Regular	0.00	5,471.32	117165
1256	HAWKINS INC	10/02/2020	Regular	0.00	553.00	117229
1256	HAWKINS INC	10/09/2020	Regular	0.00	5,463.89	117293

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1271	HENLE PRINTING COMPANY	09/25/2020	EFT	0.00	546.63	5218
5515	HOFFMANN, RYAN	10/02/2020	EFT	0.00	30.00	5267
6634	HOPE HARBOR	10/09/2020	Regular	0.00	5,000.00	117294
1280	HP INC	09/25/2020	Regular	0.00	932.18	117166
4533	HUNAN LION	10/02/2020	Regular	0.00	7,500.00	117230
1314	IAAO	10/09/2020	Regular	0.00	220.00	117295
1325	ICMA RETIREMENT TRUST #300877	09/25/2020	Regular	0.00	50.00	117167
1325	ICMA RETIREMENT TRUST #300877	10/02/2020	Regular	0.00	50.00	117231
1343	INDEPENDENT LUMBER OF MARSHALL INC	10/09/2020	Regular	0.00	1.69	117296
5546	INDIAN ISLAND WINERY	10/02/2020	Regular	0.00	129.12	117232
1358	INTERNAL REVENUE SERVICE	10/02/2020	Bank Draft	0.00	24,999.60	DFT0000440
1358	INTERNAL REVENUE SERVICE	10/02/2020	Bank Draft	0.00	22,805.61	DFT0000441
1358	INTERNAL REVENUE SERVICE	10/02/2020	Bank Draft	0.00	7,654.64	DFT0000442
6540	INTERNATIONAL CHEMTEX, LLC	10/02/2020	Regular	0.00	311.41	117233
6325	JIMMY JOHNS #1080	09/25/2020	Regular	0.00	119.49	117168
5017	JIM'S CLOTHING & SPORTING GOODS	09/25/2020	Regular	0.00	1,787.00	117169
5333	JOHANSSON SALES & SERVICE	10/02/2020	Regular	0.00	85.03	117234
1399	JOHNSON BROTHERS LIQUOR COMPANY	09/25/2020	Regular	0.00	3,029.59	117170
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/02/2020	Regular	0.00	25,627.83	117235
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/09/2020	Regular	0.00	32,792.43	117297
1417	KENNEDY & GRAVEN, CHARTERED	10/02/2020	EFT	0.00	292.50	5268
3564	KESTELOOT ENTERPRISES, INC	09/25/2020	EFT	0.00	2,769.64	5219
5095	KIBBLE EQUIPMENT	10/02/2020	EFT	0.00	430.28	5269
6608	KLEIN FOODS	09/25/2020	Regular	0.00	7,500.00	117172
0450	KOPITSKI, JASON	10/02/2020	EFT	0.00	30.00	5270
5377	KRUK, CHRISTOPHER	10/02/2020	EFT	0.00	30.00	5271
4140	KRUSE FORD-LINCOLN-MERCURY, INC	09/25/2020	Regular	0.00	134.55	117173
4140	KRUSE FORD-LINCOLN-MERCURY, INC	10/09/2020	Regular	0.00	921.73	117299
6629	KURITA AMERICA INC	10/09/2020	Regular	0.00	3,870.00	117300
5138	L & A SYSTEMS, LLC	10/02/2020	EFT	0.00	1,547.21	5272
1471	LARSONS HOME FURNISHINGS	10/09/2020	Regular	0.00	7,500.00	117301
6609	LAST STOP CD SHOP	09/25/2020	Regular	0.00	7,500.00	117174
1480	LAW ENFORCEMENT LABOR SERVICE INC	09/25/2020	EFT	0.00	1,178.00	5220
6183	LEE, JERRED	10/02/2020	EFT	0.00	30.00	5273
5606	LEGALSHIELD	09/25/2020	Regular	0.00	145.50	117175
6068	LEHMAN, CHRISTINE	10/09/2020	Regular	0.00	27.00	117302
6610	LO, PAU	09/25/2020	Regular	0.00	90.00	117176
6323	LUTHER, ERIC	10/02/2020	EFT	0.00	30.00	5274
1546	LYON COUNTY HISTORICAL SOCIETY	10/02/2020	Regular	0.00	6,000.00	117238
1552	LYON COUNTY RECORDER	10/09/2020	Regular	0.00	64.55	117303
1553	LYON COUNTY SHERIFF'S DEPT.	10/02/2020	Regular	0.00	70.00	117239
1553	LYON COUNTY SHERIFF'S DEPT.	10/09/2020	Regular	0.00	743.03	117304
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	10/09/2020	Regular	0.00	39.61	117305
1565	MACQUEEN EQUIPMENT INC.	10/02/2020	EFT	0.00	3,281.87	5275
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	09/25/2020	EFT	0.00	998.79	5221
5459	MAGNEY CONSTRUCTION, INC	10/09/2020	Regular	0.00	754,035.38	117306
1575	MAILBOXES & PARCEL DEPOT	09/25/2020	EFT	0.00	34.63	5222
5473	MARCO -LEASE	10/02/2020	Regular	0.00	259.20	117240
1594	MARCOTTE JEWELRY	09/25/2020	Regular	0.00	7,500.00	117177
1604	MARSHALL AREA CHAMBER OF COMMERCE	10/02/2020	EFT	0.00	2,284.00	5276
1616	MARSHALL CONVENTION & VISITORS BUREAU	10/02/2020	EFT	0.00	7,000.00	5277
1620	MARSHALL FLORAL	10/02/2020	Regular	0.00	72.00	117241
3871	MARSHALL GIRL'S HOCKEY BOOSTERS	10/09/2020	Regular	0.00	1,000.00	117307
5827	MARSHALL HS CROSS COUNTRY BOOSTERS	10/09/2020	Regular	0.00	472.50	117308
0460	MARSHALL JAMES	10/02/2020	EFT	0.00	80.00	5278
6018	MARSHALL M CLUB	10/09/2020	Regular	0.00	1,337.50	117309
1632	MARSHALL MINI-STORAGE, LLP	09/25/2020	EFT	0.00	72.00	5223
1633	MARSHALL MUNICIPAL UTILITIES	10/02/2020	EFT	0.00	5,448.62	5279
1633	MARSHALL MUNICIPAL UTILITIES	10/09/2020	EFT	0.00	84,928.31	5325
6627	MARSHALL TOBACCO INC	10/02/2020	Regular	0.00	7,500.00	117242
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOC	10/09/2020	Regular	0.00	104,308.03	117310

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5139	MATHESON TRI-GAS INC	09/25/2020	Regular	0.00	125.50	117178
5924	MAXWELL FOOD EQUIPMENT	09/25/2020	Regular	0.00	22.11	117179
6025	MELLENTHIN, CODY	10/02/2020	EFT	0.00	30.00	5280
4980	MENARDS INC	09/25/2020	Regular	0.00	105.32	117180
4980	MENARDS INC	10/02/2020	Regular	0.00	332.40	117243
4980	MENARDS INC	10/09/2020	Regular	0.00	129.81	117311
3971	MEULEBROECK, ANDY	10/02/2020	EFT	0.00	30.00	5281
3099	MINNESOTA CABINETS	10/02/2020	Regular	0.00	4,554.00	117244
5688	MINNESOTA LIFE	09/25/2020	EFT	0.00	1,518.89	5224
3669	MINNESOTA STATE RETIREMENT SYSTEM	10/02/2020	Bank Draft	0.00	7,738.32	DFT0000437
1839	MINNESOTA VALLEY TESTING LABS INC	10/02/2020	EFT	0.00	217.00	5282
1839	MINNESOTA VALLEY TESTING LABS INC	10/09/2020	EFT	0.00	446.00	5330
1757	MN CHILD SUPPORT PAYMENT CENTER	10/02/2020	Regular	0.00	633.13	117245
3555	MN DOT	10/02/2020	Regular	0.00	457.75	117246
1797	MN FIRE SERVICE CERTIFICATION BRD	09/25/2020	Regular	0.00	175.00	117181
6440	MN PEIP-C/O MMB FISCAL SVC	09/25/2020	Regular	0.00	147,675.08	117182
1813	MN POLLUTION CONTROL AGENCY	10/02/2020	EFT	0.00	15.00	5283
1818	MN REVENUE	10/02/2020	Bank Draft	0.00	10,563.28	DFT0000443
1690	MOBILE HEALTH SERVICES LLC	09/25/2020	EFT	0.00	760.00	5225
1864	MONTES ELECTRIC INC	10/09/2020	Regular	0.00	587.25	117312
6624	MORGAN, TRINA	10/02/2020	Regular	0.00	300.00	117247
1877	MOTION INDUSTRIES INC	10/09/2020	Regular	0.00	254.02	117313
1890	MUNICIPAL CODE CORPORATION	10/09/2020	EFT	0.00	950.00	5331
6612	MYHRBERG, LISA	09/25/2020	Regular	0.00	7,500.00	117187
2512	NATIONWIDE RETIREMENT	10/02/2020	Bank Draft	0.00	575.00	DFT0000429
2513	NATIONWIDE RETIREMENT-FIRE	10/02/2020	Bank Draft	0.00	852.56	DFT0000430
1923	NCPERS MN GROUP LIFE INS.	09/25/2020	EFT	0.00	368.00	5226
1945	NORMS GTC	09/25/2020	Regular	0.00	409.16	117188
1945	NORMS GTC	10/02/2020	Regular	0.00	128.91	117248
1945	NORMS GTC	10/09/2020	Regular	0.00	39.39	117314
1946	NORTH CENTRAL LABS	09/25/2020	EFT	0.00	1,072.91	5227
6611	OMAR, AHMED	09/25/2020	Regular	0.00	7,500.00	117189
5891	ONE OFFICE SOLUTION	10/02/2020	EFT	0.00	13.25	5284
5205	PAINTED PRAIRIE VINEYARD	09/25/2020	EFT	0.00	120.00	5228
5117	PARSONS, DAVE	10/09/2020	EFT	0.00	465.72	5332
2019	PAUSTIS WINE COMPANY	09/25/2020	Regular	0.00	3,584.25	117190
2019	PAUSTIS WINE COMPANY	10/09/2020	Regular	0.00	3,841.00	117315
6591	PEARSON BROS, INC	09/25/2020	Regular	0.00	11,440.00	117191
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	10/02/2020	EFT	0.00	71.10	5285
2028	PERA OF MINNESOTA REG	10/02/2020	Bank Draft	0.00	50,294.83	DFT0000435
2030	PETERSON, ALEX	09/25/2020	EFT	0.00	199.00	5229
2036	PHILLIPS WINE AND SPIRITS INC	09/25/2020	Regular	0.00	10,474.40	117192
2036	PHILLIPS WINE AND SPIRITS INC	10/02/2020	Regular	0.00	19,332.46	117249
2036	PHILLIPS WINE AND SPIRITS INC	10/09/2020	Regular	0.00	13,098.95	117316
2044	PITNEY BOWES INC	09/25/2020	Regular	0.00	598.98	117194
6285	PIZZA RANCH	10/09/2020	Regular	0.00	7,500.00	117318
2049	PLUNKETTS PEST CONTROL INC	10/02/2020	EFT	0.00	39.08	5286
2064	POWERPLAN	10/02/2020	Regular	0.00	366.94	117253
0477	PRZYBILLA, SCOTT	10/02/2020	EFT	0.00	138.00	5287
6166	PULVER MOTOR SVC, LLC	09/25/2020	EFT	0.00	100.00	5230
6166	PULVER MOTOR SVC, LLC	10/02/2020	EFT	0.00	125.00	5288
2096	QUARNSTROM & DOERING, PA	10/02/2020	EFT	0.00	10,874.66	5289
2112	R and G CONSTRUCTION COMPANY INC	10/02/2020	EFT	0.00	556,942.86	5290
6625	RACE REWARDS	10/02/2020	Regular	0.00	7,500.00	117254
6438	REDLEG COMPANY INC	10/02/2020	Regular	0.00	175.00	117255
4826	RIEKE, BENJAMIN	10/02/2020	EFT	0.00	30.00	5291
2186	ROGGE EXCAVATING	10/02/2020	Regular	0.00	400.00	117256
0481	ROKEH, JASON	10/02/2020	Regular	0.00	30.00	117257
6632	ROSA, CLAYTON	10/09/2020	Regular	0.00	7,500.00	117319
5867	ROUND LAKE VINEYARDS & WINERY	10/02/2020	EFT	0.00	225.00	5292
5867	ROUND LAKE VINEYARDS & WINERY	10/09/2020	EFT	0.00	225.00	5333

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2201	RUNNINGS SUPPLY INC	09/25/2020	EFT	0.00	62.16	5231
2201	RUNNINGS SUPPLY INC	10/02/2020	EFT	0.00	240.04	5293
2201	RUNNINGS SUPPLY INC	10/09/2020	EFT	0.00	377.82	5334
6628	RUSTIC HIDEAWAY BOUTIQUE LLC-SJS DISTRIBUT	10/02/2020	Regular	0.00	7,500.00	117258
6636	SABRINA ULRICH COUNSELING LLC	10/09/2020	Regular	0.00	7,500.00	117320
5238	SANDO, TOM	10/09/2020	Regular	0.00	310.00	117321
2253	SEELYE PLASTICS INC	10/02/2020	EFT	0.00	412.18	5294
6251	SHRED RIGHT	09/25/2020	EFT	0.00	15.00	5232
3495	SMSU	10/09/2020	EFT	0.00	6,256.46	5335
4855	SOUTHERN GLAZER'S OF MN	09/25/2020	EFT	0.00	17,413.16	5233
4855	SOUTHERN GLAZER'S OF MN	10/02/2020	EFT	0.00	6,102.91	5295
4855	SOUTHERN GLAZER'S OF MN	10/09/2020	EFT	0.00	14,835.34	5336
2311	SOUTHWEST GLASS CENTER	09/25/2020	Regular	0.00	550.00	117195
2311	SOUTHWEST GLASS CENTER	10/02/2020	Regular	0.00	10.00	117259
0491	ST AUBIN, GREGORY	10/02/2020	EFT	0.00	30.00	5296
4522	ST LOUIS MRO INC.	10/02/2020	Regular	0.00	122.50	117260
6613	STAGE LIGHTING STORE, LLC	09/25/2020	Regular	0.00	1,934.40	117196
2349	STAN HOUSTON EQUIPMENT COMPANY INC	09/25/2020	Regular	0.00	237.94	117197
3808	STELTER, GEOFFREY	10/02/2020	Regular	0.00	30.00	117261
4134	STENSRUD, PRESTON	10/02/2020	EFT	0.00	30.00	5297
6040	STEP SAVER INC.	09/25/2020	Regular	0.00	419.33	117198
5491	STORM, ANNETTE	10/02/2020	EFT	0.00	80.00	5298
2373	STREICHERS	09/25/2020	EFT	0.00	121.97	5234
2373	STREICHERS	10/09/2020	EFT	0.00	200.00	5337
3474	SW MN STATE UNIVERSITY	10/09/2020	Regular	0.00	100.00	117322
0495	SWANSON, GREGG	10/02/2020	Regular	0.00	30.00	117262
6277	TALKING WATERS BREWING CO, LLC	10/02/2020	EFT	0.00	405.00	5299
4734	TESSMAN COMPANY	10/02/2020	EFT	0.00	2,450.00	5300
6548	THE STATUARY USA, INC	10/09/2020	Regular	0.00	9,400.00	117323
6615	TIGERTOUGH	10/02/2020	Regular	0.00	205.00	117263
2428	TITAN MACHINERY	10/02/2020	EFT	0.00	28.00	5301
6623	TREC LLC	10/02/2020	Regular	0.00	7,500.00	117264
3342	TRUEDSON, SCOTT	10/02/2020	EFT	0.00	30.00	5302
6510	TX CHILD SUPPORT, SDU	10/02/2020	Regular	0.00	59.70	117265
6126	UNITED COMMUNITY ACTION PARTNERSHIP	09/25/2020	EFT	0.00	18,905.42	5235
6126	UNITED COMMUNITY ACTION PARTNERSHIP	10/02/2020	EFT	0.00	35,858.30	5303
4402	UPS	09/25/2020	Regular	0.00	3.96	117199
3443	VALIC DEFERRED COMP	10/02/2020	Bank Draft	0.00	1,102.00	DFT0000431
3443	VALIC DEFERRED COMP	10/02/2020	Bank Draft	0.00	151.37	DFT0000432
3443	VALIC DEFERRED COMP	10/02/2020	Bank Draft	0.00	1,250.00	DFT0000433
6092	VANDERMILLEN, SCOTT	10/02/2020	EFT	0.00	80.00	5304
0512	VANLEEUEWE, SARA J.	10/02/2020	EFT	0.00	70.00	5305
0513	VANMOER, ROBERT	10/02/2020	EFT	0.00	30.00	5306
6504	VARSITY PUB	10/09/2020	Regular	0.00	7,500.00	117324
5733	VAST BROADBAND	09/25/2020	Regular	0.00	979.02	117200
5733	VAST BROADBAND	10/09/2020	Regular	0.00	163.97	117325
4489	VERIZON WIRELESS	09/25/2020	EFT	0.00	409.15	5236
4489	VERIZON WIRELESS	10/02/2020	EFT	0.00	1,148.69	5307
6454	VERTEX UNMANNED SOLUTIONS, LLC	09/25/2020	Regular	0.00	567.00	117201
2538	VIKING COCA COLA BOTTLING COMPANY	09/25/2020	EFT	0.00	173.55	5237
2538	VIKING COCA COLA BOTTLING COMPANY	10/02/2020	EFT	0.00	486.45	5308
2538	VIKING COCA COLA BOTTLING COMPANY	10/09/2020	EFT	0.00	237.90	5338
4594	VINOUCPIA	10/02/2020	EFT	0.00	4,110.02	5309
4594	VINOUCPIA	10/09/2020	EFT	0.00	1,514.86	5339
6085	VOYA - INVESTORS CHOICE	10/02/2020	Bank Draft	0.00	1,000.00	DFT0000438
4118	WALMART BUSINESS	10/02/2020	Regular	0.00	869.60	117266
2557	WARNING LITES OF MN INC	10/09/2020	Regular	0.00	2,397.50	117326
0518	WENKER, JEFFREY	10/02/2020	Regular	0.00	30.00	117268
1966	WERNER ELECTRIC SUPPLY	10/02/2020	EFT	0.00	185.28	5310
5288	WEST CENTRAL COMMUNICATIONS, INC	10/09/2020	EFT	0.00	1,464.88	5340
2599	WINE COMPANY	10/09/2020	Regular	0.00	457.00	117327

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2605	WINE MERCHANTS	09/25/2020	Regular	0.00	877.52	117202
2605	WINE MERCHANTS	10/02/2020	Regular	0.00	873.38	117269
2605	WINE MERCHANTS	10/09/2020	Regular	0.00	599.07	117328
6061	WOMACK, TROY	10/09/2020	Regular	0.00	500.00	117329
2608	WOODEN NICKEL SALOON	10/09/2020	Regular	0.00	7,500.00	117330
6614	YELLOW MEDICINE COUNTY RECORDER	09/25/2020	Regular	0.00	20.00	117203
6082	ZEUG, THOMAS	09/25/2020	EFT	0.00	145.00	5238

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	311	157	0.00	1,602,816.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	145,417.46
EFT's	207	133	0.00	927,381.28
	533	305	0.00	2,675,615.24

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	311	157	0.00	1,602,816.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	145,417.46
EFT's	207	133	0.00	927,381.28
	533	305	0.00	2,675,615.24

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	9/2020	348,836.32
999	POOLED CASH FUND	10/2020	2,326,778.92
			2,675,615.24

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

10/13/2020

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2018 Prior Payments	2019 Prior Payments	2020 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		14,074,300.00						
MER	493-42600-55130	2/12/2019	MERIT Center Track	R & G Construction	2,712,530.50	87,508.46	2,800,038.96						
Z52	401-41900-55130	8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	Hisken Construction Inc.	185,250.15		185,250.15						
E22	630-49600-55130	9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00		190,000.00						
CH1	494-41900-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	88,535.00	5,118,735.00						
CH1	494-41900-55121	11/12/2019	Removal of Hazardous Materials from City Hall	Advanced Health, Safety & Security	67,028.25	19,465.08	86,493.33						
B20	476-45200-55120	3/10/2020	Freedom Park Restroom	Sussner Construction	120,961.00		120,961.00						
Z50	101-43300-53425	3/24/2020	2020 Chip Seal (\$14,300 - Arena Parking Lot)	Pearson Bros., Inc.	116,347.05		116,347.05						
Z51	495-43300-55170	3/24/2020	2020 Bituminous Resurfacing	Duininck, Inc	598,912.10	1,184.02	600,096.12						
Z75	476-43300-55170	4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	5,385.10	2,589,140.00						
PF1	495-41900-53110	5/12/2020	Demolition of Structure at 326 West Main Street	LinnCo, Inc	523,444.00		523,444.00						
Z76	476-43300-55170	5/26/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55		617,136.55						
Z77	630-49600-55170	6/23/2020	Legion Field Storm Water Improvements-Phase 1	Towne & Country Excavating LLC	277,943.00	(5,247.25)	272,695.75						
	401-42400-55120	7/28/2020	Fire Station Electrical Service Change Out	Heartland Mechanical, Inc	30,766.91		30,766.91						
Z81	630-49600-55170	9/8/2020	MERIT Center Outfall Project	Towne & Country Excavating LLC	251,297.00		251,297.00						
					<u>28,663,810.93</u>	<u>188,607.55</u>	<u>28,852,418.48</u>	<u>959,481.14</u>	<u>6,580,464.43</u>	<u>11,184,898.93</u>	<u>1,340,983.05</u>	<u>902,765.60</u>	<u>7,883,825.33</u>

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Approve Amended Schwan Regional Amateur Sports Center City of Marshall Convention Visitors Bureau 2020 Service Contract
Background Information:	<p>City Administrator notified Marshall Convention and Visitors Bureau on 9/1/2020 of the need to discuss the Schwan Regional Amateur Sports Center City of Marshall Convention Visitors Bureau (CVB) 2020 Service Contract due to an approximate 40% reduction in FBL sales tax from April to present. FBL sales tax the sole source of funding the service contract.</p> <p>City and CVB staff/Board members subsequently met to discuss amending the contract for services and on 9/10/2020, a formal notice to amend the contract was provided to CVB.</p> <p>Attached is the proposed amended contract.</p> <p>Most recent sales tax revenue is also provided for your reference.</p>
Fiscal Impact:	No net gain/no net loss
Alternative/ Variations:	Keep current contract language in place.
Recommendations:	Approve Amended Schwan Regional Amateur Sports Center City of Marshall Convention Visitors Bureau 2020 Service Contract

Sharon Hanson

From: Sharon Hanson
Sent: Thursday, September 10, 2020 10:23 PM
To: Cassi Weiss
Cc: Robert Byrnes; Scott VanDerMillen
Subject: Red Baron Contract

Cassi,

Please let this email serve as the 30 day notice of the City's intention to amend the Red Baron contract as per Section 9. When we met, we discussed the reduction in food beverage and lodging tax due to COVID and that reduction equaled approximately 40% in the months of April and May.

Although not finalized with Council, I propose the following:

- 1). The Red Baron contract be reduced per month in relation to the reduction in food beverage and lodging tax (i.e. 40% reduction for \$7,000 monthly equals \$2,800)
- 2). If the reduction in food beverage is marginal (not defined) going forward (June on forward), I propose we maintain the contracted monthly payment of \$7,000.

We also discussed the potential of the CVB assisting the City further with Red Baron in the area of scheduling. I am not sure what value that is in terms of monthly dollars, but we would be interested in finding out from you if part of the city's proposed reduction in monthly contract payments could be offset by your additional work.

I hope to formalize this email via an amended contract for your Board to review and can finish that prior to your next CVB Board meeting.

Please let me know if you have any further questions. Thank you-

Sharon Hanson
City Administrator

CITY OF MARSHALL
SCHWAN REGIONAL AMATEUR SPORTS CENTER SERVICE AGREEMENT
WITH MARSHALL VISITORS AND CONVENTION BUREAU
AMENDED CONTRACT

THIS AGREEMENT, made and entered into this 1st day of January ~~January~~ October 2020, by and between the Marshall Visitors and Convention Bureau, whose address is 118 West College Drive, Marshall, MN 56258 (hereinafter referenced as CVB), and the City of Marshall, Marshall, MN 56258, (hereinafter referenced as CITY) as follows:

WHEREAS, the parties desire to enter into a service agreement for the purpose of marketing, promoting, sponsor relations and scheduling the City of Marshall owned facilities of the Schwan Regional Amateur Sports Center accordance with the City Code of Ordinances Chapter 70 Taxation Article IV Food and Beverage Tax; and

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to increase users of the Schwan Regional Amateur Sports Center; and

WHEREAS, we must foster relationships which allow contribution of our individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best provide a full service experience for our visitors and users; and

WHEREAS, CVB will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- 1) CVB Scope of Services Subject to the terms and conditions of this agreement, CVB agrees to provide administrative services to market, promote and schedule the City of Marshall Schwan Regional Amateur Sports Center including, but not limited to:
 - a. CVB will assist in the development of an annual budget, updated as needed with input and approval from the Southwest Minnesota Regional Amateur Sports Commission and City Council.
 - b. CVB will assist in the development of a marketing plan, updated as needed with input and approval from the Southwest Minnesota Regional Amateur Sports Commission. The plan will identify the marketing and promotions of these facilities. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
 - c. CVB will assist in the development of all related user fees and sponsorships with the Southwest Minnesota Regional Amateur Sports Commission.
 - d. The CVB shall directly involve the Southwest Minnesota Regional Amateur Sports Commission in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.

- e. CVB will maintain copies of closed or pending project files or some mechanism that enables the Southwest Minnesota Regional Amateur Sports Commission, as requested, the ongoing services provided.
- f. CVB will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of Southwest Minnesota Regional Amateur Sports Commission related files and projects, coordinate meeting agendas, and participate in presentation of information at meetings.
- g. CVB will provide staff to maintain the Southwest Minnesota Regional Amateur Sports Center's website and social media.
- h. CVB will assist in maintaining facility schedules and related contracts for users at the Southwest Minnesota Regional Amateur Sports Center.
- i. CVB will provide an annual presentation (written and/or oral) of outcomes/status updates to the City Council.

2) Event Roles:

ROLES	RESPONSIBLE PARTY	DESCRIPTION
Recruiting/Event sourcing	CVB	Develop and maintain solid relationships with organizations/exhibitors
Online Scheduling/school calendar	CVB/MCS	Confirm/deny date and time. Add to calendar.
Concession/Studio 1 Communications	CVB	Identify which dates need coverage for events.
Event Contracts/Documents	CVB/MCS	CVB originates the schedule. MCS sends out the contract and secures the signed contracts
Advertising and Marketing	CVB	Create plan to market and communicate the event. Update website and social media outlets. Implement traditional and digital marketing campaigns.
Event Planning Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Detailed description of event needs. Coordinate logistics (food, location, participants, supplies needed, etc.)
Set-up	City Maintenance Crew / CVB	Coordinate event needs (set-up chairs/tables/etc.)
Event Manager	CVB	Attends event.
Tear Down	City Maintenance Crew	Clean up.
Post-event Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Review the successes and challenges of the event and determine areas needing improvement.

Billing/Collection		City		Send invoices for event.
Manage Sponsorship agreements/add additional revenue dashers/bb/sb complex/outfield signage		CVB		Create and market sponsorship programs.

*Below are additional services the CVB could offer with an additional monthly fee. This would be determined between CVB and Marshall Community Services (MCS).

3) Governance

- a. The CVB Director or their designee shall coordinate with designated City officials in preparation of agendas and be responsible for presentations at the Southwest Minnesota Regional Amateur Sports Commission meetings.

4) Staff

- a. The staffing and management of the CVB is the responsibility of the CVB Board of Directors, who will assume full responsibility for employment, discharge and day-to-day management of the CVB.
- b. The CVB represents that it is skilled in the matters addressed in the Scope of Services and is performing independent functions and responsibilities within its field of expertise. The CVB and its personnel are independent contractors and not employees of the City. As an independent contractor, the CVB is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the CVB or its personnel.

5) Reports and Information: In addition to Marshall Ordinance Article II Section 70-22, when requested by the City, the CVB shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Such reports and documents shall include: list of special events sponsored by the CVB with the amount of revenue expended on each festival, special event or tourism-related facility; the estimated number of tourists and/or persons traveling over fifty miles to the destination, and the estimated number of lodging stays generated per festival or tourism-related event.

- a. Collaboration with the Director of Marshall Community Services, Executive Committee of the Southwest Minnesota Amateur Sports Commission and CVB Director is essential.
- b. CVB will provide other staff or consultants as determined necessary to provide services as outlined herein within given budget.
- c. CVB will facilitate regular meetings with City staff to discuss business projects, share information on pending projects, develop appropriate responses and provide updates.

d. CVB staff is expected to participate in regional and State organizations and efforts related to activities of the Southwest Minnesota Regional Amateur Sports Commission.

- 6) Payment and Terms Monthly payments for services in the amount of ~~\$7,000.00~~ **4,000** shall be paid by the 1st of the month for that service month, on a monthly basis by the City of Marshall. These payments will cover all costs associated with providing all related costs.

All payments shall be made to Marshall Convention & Visitors Bureau, 118 West College Drive, Marshall, MN 56258.

- 7) Indemnity and Duty to Defend.

Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. CVB agrees to defend, indemnify and hold the City, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of CVB or of its agents or contractors related to the performance of this Agreement. The City agrees to defend, indemnify and hold CVB, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the City or of its agents or contractors related to the performance of this Agreement. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The indemnifying party shall retain all rights and defenses available to the indemnified party. Nothing in this Agreement constitutes a waiver of any limits on liability, immunities, or exemptions from liability available to either party under Minnesota Statutes, chapter 466 or other law.

- 8) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.

- 9) Termination Provision The Agreement shall become effective ~~January~~ **October** 1, 2020 and continue until December 31, 2020. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing thirty (30) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
118 West College Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City of Marshall at no cost.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

City of Marshall, Minnesota

By: Robert J. Byrnes
Its: Mayor

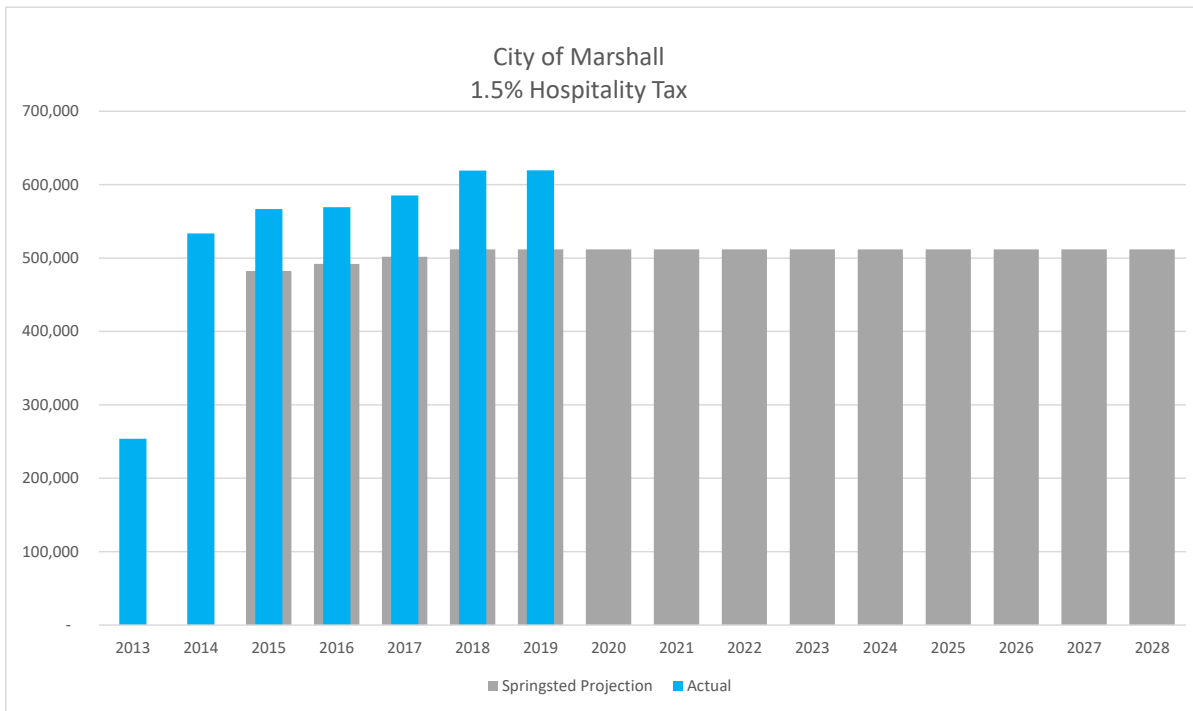
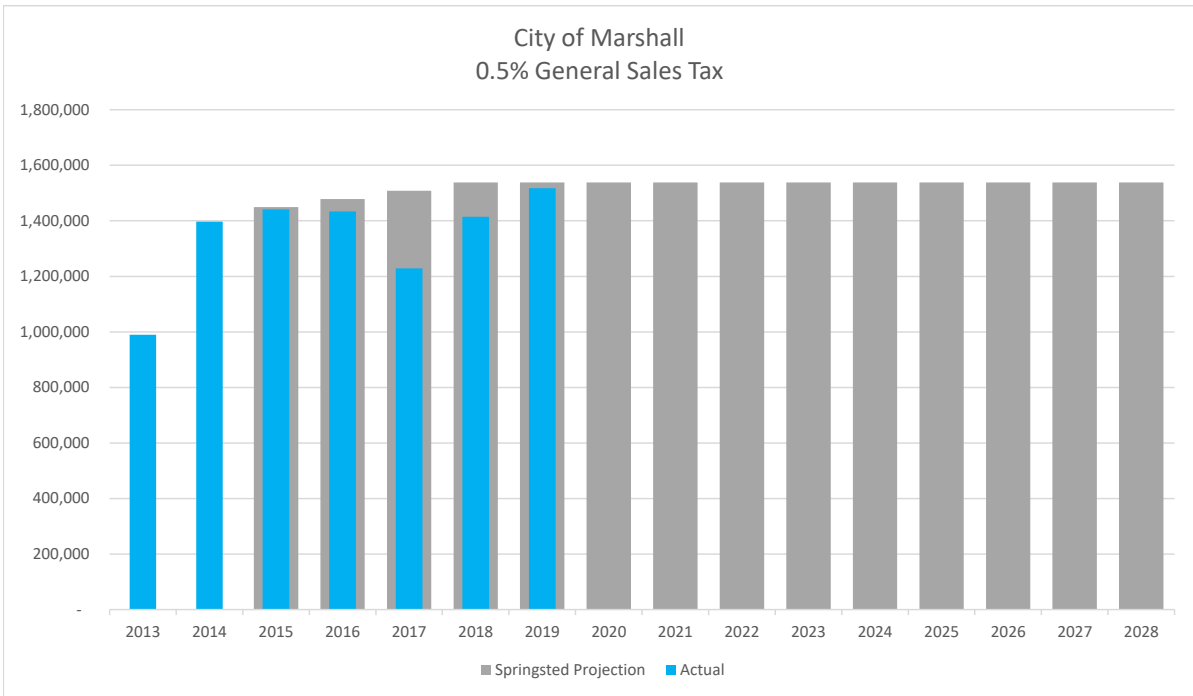
City of Marshall, Minnesota

By: Karla Drown
Its: Finance Director

Marshall Convention and Visitors Bureau

By: Kelly Loft
Its: Board Chair

By: Cassi Weiss
Its: Executive Director



CITY OF MARSHALL, MINNESOTA
 AMATUER SPORTS CENTER/MERIT CENTER
 SALES TAX/FOOD & BEVERAGE TAX/LODGING TAX COLLECTIONS
 2013 SUMMARY

	SALES TAX PARTIAL PAYMENT	SALES TAX FINAL PAYMENT	FOOD & BEVERAGE TAX	USE TAX	ADM. FEES	256.31221 TOTAL SALES TAX	256.31222 FOOD & BEVERAGE TAX	256.31221 USE TAX	256.31425 LODGING TAX	TOTAL ALL TAXES
JANUARY	-	-	-	-	-	-	-	-	-	-
FEBRUARY	-	-	-	-	-	-	-	-	-	-
MARCH	-	-	-	-	-	-	-	-	-	-
APRIL	65,000.00	26,359.79	-	-	(20,582.83)	70,776.96	-	-	-	70,776.96
MAY	94,000.00	22,920.01	-	-	(1,481.43)	115,438.58	-	-	-	115,438.58
JUNE	84,000.00	6,238.41	-	(4,732.00)	(1,322.39)	84,184.02	-	4,732.00	7,409.24	96,325.26
JULY	157,000.00	11,180.79	(29,284.00)	(4,558.00)	(1,745.27)	132,593.52	29,284.00	4,558.00	7,826.89	174,262.41
AUGUST	150,000.00	9,091.12	(34,388.00)	(5,970.00)	(1,803.28)	116,929.84	34,388.00	5,970.00	4,789.46	162,077.30
SEPTEMBER	135,000.00	10,519.00	(36,171.00)	(4,418.00)	(1,785.37)	103,144.63	36,171.00	4,418.00	7,663.36	151,396.99
OCTOBER	125,000.00	20,411.13	(36,372.00)	(5,559.00)	(1,844.41)	101,635.72	36,372.00	5,559.00	9,147.61	152,714.33
NOVEMBER	126,000.00	20,263.82	(32,430.00)	(4,490.00)	(1,910.88)	107,432.94	32,430.00	4,490.00	4,068.06	148,421.00
DECEMBER	154,000.00	13,553.38	(37,886.00)	(8,304.75)	(1,932.86)	119,429.77	37,886.00	8,304.75	6,271.67	171,892.19
TOTAL	1,090,000.00	140,537.45	(206,531.00)	(38,031.75)	(34,408.72)	951,565.98	206,531.00	38,031.75	47,176.29	1,243,305.02

NOTE: The payments received from the Mn. Dept. of Revenue include the Sales Tax, Use Tax and Food & Beverage Tax. This amount is subtracted to arrive at the total amount of Sales Tax. After the final payment is received, a separate report is provided by the Dept. of Revenue indicating the amount that is for the Food & Beverage Tax which then is listed in a separate column to arrive at the total of all taxes for the month.

CITY OF MARSHALL, MINNESOTA
 AMATUER SPORTS CENTER/MERIT CENTER
 SALES TAX/FOOD & BEVERAGE TAX/LODGING TAX COLLECTIONS
 2014 SUMMARY

	SALES TAX PARTIAL PAYMENT	SALES TAX FINAL PAYMENT	FOOD & BEVERAGE TAX	USE TAX	ADM. FEES	256.31221 TOTAL SALES TAX	256.31222 FOOD & BEVERAGE TAX	256.31221 USE TAX	256.31425 LODGING TAX	TOTAL ALL TAXES
JANUARY	113,000.00	25,570.74	(31,447.00)	(4,655.10)	(1,834.89)	100,633.75	31,447.00	4,655.10	5,917.19	142,653.04
FEBRUARY	120,000.00	8,604.28	(31,494.00)	(6,118.54)	(1,831.61)	89,160.13	31,494.00	6,118.54	6,061.45	132,834.12
MARCH	125,000.00	19,248.18	(36,759.00)	(5,289.14)	(1,887.41)	100,312.63	36,759.00	5,289.14	5,770.19	148,130.96
APRIL	135,000.00	8,852.08	(35,250.00)	(5,851.00)	(1,872.29)	100,878.79	35,250.00	5,851.00	6,940.80	148,920.59
MAY	150,000.00	18,309.98	(38,289.00)	(8,012.92)	(1,925.34)	120,082.72	38,289.00	8,012.92	7,506.11	173,890.75
JUNE	130,000.00	25,982.71	(34,716.00)	(12,332.00)	(1,913.55)	107,021.16	34,716.00	12,332.00	8,653.97	162,723.13
JULY	170,000.00	18,222.09	(43,399.00)	(8,177.00)	(1,965.90)	134,680.19	43,399.00	8,177.00	9,990.60	196,246.79
AUGUST	145,000.00	21,111.88	(40,463.00)	(7,349.00)	(2,009.75)	116,290.13	40,463.00	7,349.00	8,547.98	172,650.11
SEPTEMBER	155,000.00	11,507.08	(38,735.00)	(6,665.00)	(2,035.54)	119,071.54	38,735.00	6,665.00	7,777.40	172,248.94
OCTOBER	140,000.00	11,767.65	(39,800.00)	(4,812.00)	(1,988.40)	105,167.25	39,800.00	4,812.00	8,122.86	157,902.11
NOVEMBER	138,000.00	10,823.71	(36,724.00)	(6,438.00)	(2,062.29)	103,599.42	36,724.00	6,438.00	5,803.57	152,564.99
DECEMBER	154,000.00	12,117.13	(39,540.00)	(11,008.48)	(2,028.47)	113,540.18	39,540.00	11,008.48	5,767.38	169,856.04
TOTAL	1,675,000.00	192,117.51	(446,616.00)	(86,708.18)	(23,355.44)	1,310,437.89	446,616.00	86,708.18	86,859.50	1,930,621.57

NOTE: The payments received from the Mn. Dept. of Revenue include the Sales Tax, Use Tax and Food & Beverage Tax. This amount is subtracted to arrive at the total amount of Sales Tax. After the final payment is received, a separate report is provided by the Dept. of Revenue indicating the amount that is for the Food & Beverage Tax which then is listed in a separate column to arrive at the total of all taxes for the month.

Hospitality	General Sales/Use	
Table 3.	Table 4.	
1.5% Lodging	0.50%	
Food/Bev	Sales	
Tax	Tax	
37,364.19	105,288.85	
37,555.45	95,278.67	
42,529.19	105,601.77	
42,190.80	106,729.79	
45,795.11	128,095.64	116,428.84
43,369.97	119,353.16	
53,389.60	142,857.19	
49,010.98	123,639.13	
46,512.40	125,736.54	
47,922.86	109,979.25	
42,527.57	110,037.42	
45,307.38	124,548.66	
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533,475.50	1,397,146.07	

1,397,146.07 Acct # 31221

CITY OF MARSHALL, MINNESOTA
 AMATUER SPORTS CENTER/MERIT CENTER
 SALES TAX/FOOD & BEVERAGE TAX/LODGING TAX COLLECTIONS
 2015 SUMMARY

	SALES TAX PARTIAL PAYMENT	SALES TAX FINAL PAYMENT	FOOD & TAX	USE TAX	ADM. FEES	256.31221 TOTAL SALES TAX	256.31222 FOOD & BEVERAGE TAX	256.31221 USE TAX	256.31425 LODGING TAX	TOTAL ALL TAXES
JANUARY	120,000.00	23,119.86	(36,679.00)	(5,519.00)	(2,002.55)	98,919.31	36,679.00	5,519.00	6,434.69	147,552.00
FEBRUARY	115,000.00	1,934.83	(36,203.00)	(3,826.00)	(1,934.83)	74,971.00	36,203.00	3,826.00	5,921.02	120,921.02
MARCH	145,000.00	2,052.69	(40,804.00)	(6,902.64)	(2,052.69)	97,293.36	40,804.00	6,902.64	5,369.99	150,369.99
APRIL	135,000.00	12,999.52	(39,255.00)	(4,725.25)	(2,002.87)	102,016.40	39,255.00	4,725.25	4,420.44	150,417.09
MAY	160,000.00	11,621.30	(41,400.00)	(12,918.00)	(2,026.87)	115,276.43	41,400.00	12,918.00	9,324.88	178,919.31
JUNE	140,000.00	8,381.29	(38,697.00)	(20,883.00)	(1,966.41)	86,834.88	38,697.00	20,883.00	10,709.16	157,124.04
JULY	170,000.00	64,348.31	(43,374.00)	(46,868.11)	(2,080.21)	142,025.99	43,374.00	46,868.11	10,330.04	242,598.14
AUGUST	150,000.00	18,838.09	(40,560.00)	(12,185.17)	(2,016.57)	114,076.35	40,560.00	12,185.17	8,761.89	175,583.41
SEPTEMBER	145,000.00	26,021.61	(40,768.00)	(9,534.00)	(2,004.64)	118,714.97	40,768.00	9,534.00	8,689.55	177,706.52
OCTOBER	140,000.00	17,100.18	(41,046.00)	(9,253.19)	(1,971.11)	104,829.88	41,046.00	9,253.19	7,600.72	162,729.79
NOVEMBER	132,000.00	23,802.92	(39,736.00)	(8,475.00)	(1,994.75)	105,597.17	39,736.00	8,475.00	5,669.28	159,477.45
DECEMBER	160,000.00	21,614.02	(40,214.00)	(16,119.00)	(1,982.04)	123,298.98	40,214.00	16,119.00	4,894.98	184,526.96
TOTAL	1,712,000.00	231,834.62	(478,736.00)	(157,208.36)	(24,035.54)	1,283,854.72	478,736.00	157,208.36	88,126.64	2,007,925.72

NOTE: The payments received from the Mn. Dept. of Revenue include the Sales Tax, Use Tax and Food & Beverage Tax. This amount is subtracted to arrive at the total amount of Sales Tax. After the final payment is received, a separate report is provided by the Dept. of Revenue indicating the amount that is for the Food & Beverage Tax which then is listed in a separate column to arrive at the total of all taxes for the month.

Hospitality	General Sales/Use	
Table 3.	Table 4.	
1.5% Lodging	0.50%	
Food/Bev	Sales	
Tax	Tax	
43,113.69	104,438.31	
42,124.02	78,797.00	
46,173.99	104,196.00	
43,675.44	106,741.65	
50,724.88	128,194.43	120,088.59
49,406.16	107,717.88	
53,704.04	188,894.10	
49,321.89	126,261.52	
49,457.55	128,248.97	
48,646.72	114,083.07	
45,405.28	114,072.17	
45,108.98	139,417.98	
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566,862.64	1,441,063.08	

1,441,063.08 Acct # 31221

CITY OF MARSHALL, MINNESOTA
 AMATUER SPORTS CENTER/MERIT CENTER
 SALES TAX/FOOD & BEVERAGE TAX/LODGING TAX COLLECTIONS
 2016 SUMMARY

	SALES TAX PARTIAL PAYMENT	SALES TAX FINAL PAYMENT	FOOD & BEVERAGE TAX	USE TAX	ADM. FEES	256.31221 TOTAL SALES TAX	256.31222 FOOD & BEVERAGE TAX	256.31221 USE TAX	256.31425 LODGING TAX	TOTAL ALL TAXES
JANUARY	110,000.00	24,956.98	(36,545.00)	(8,060.00)	(1,953.29)	88,398.69	36,545.00	8,060.00	5,163.76	138,167.45
FEBRUARY	127,000.00	35,615.15	(36,699.00)	(7,858.49)	(2,060.69)	115,996.97	36,699.00	7,858.49	5,285.10	165,839.56
MARCH	145,000.00	17,322.39	(40,368.00)	(15,103.00)	(1,981.07)	104,870.32	40,368.00	15,103.00	5,195.26	165,536.58
APRIL	120,000.00	35,628.43	(41,604.00)	(7,188.98)	(1,844.02)	104,991.43	41,604.00	7,188.98	6,288.24	160,072.65
MAY	142,000.00	23,087.44	(42,310.00)	(10,883.53)	(1,954.71)	109,939.20	42,310.00	10,883.53	6,916.67	170,049.40
JUNE	130,000.00	22,281.41	(39,629.00)	(14,157.00)	(1,932.57)	96,562.84	39,629.00	14,157.00	8,980.00	159,328.84
JULY	170,000.00	34,577.34	(45,162.00)	(7,507.03)	(1,961.87)	149,946.44	45,162.00	7,507.03	9,133.80	211,749.27
AUGUST	145,000.00	17,451.72	(42,404.00)	(13,897.09)	(1,898.02)	104,252.61	42,404.00	13,897.09	7,404.81	167,958.51
SEPTEMBER	155,000.00	20,401.94	(41,971.00)	(8,949.97)	(1,931.84)	122,549.13	41,971.00	8,949.97	8,202.93	181,673.03
OCTOBER	125,000.00	27,744.04	(42,141.00)	(9,255.07)	(1,887.54)	99,460.43	42,141.00	9,255.07	8,559.09	159,415.59
NOVEMBER	140,000.00	15,126.97	(39,790.00)	(8,953.43)	(1,953.21)	104,430.33	39,790.00	8,953.43	5,969.14	159,142.90
DECEMBER	160,000.00	-	(39,507.00)	(8,471.00)	-	112,022.00	39,507.00	8,471.00	4,161.49	164,161.49
TOTAL	1,669,000.00	274,193.81	(488,130.00)	(120,284.59)	(21,358.83)	1,313,420.39	488,130.00 105%	120,284.59 175%	81,260.29	2,003,095.27

NOTE: The payments received from the Mn. Dept. of Revenue include the Sales Tax, Use Tax and Food & Beverage Tax. This amount is subtracted to arrive at the total amount of Sales Tax. After the final payment is received, a separate report is provided by the Dept. of Revenue indicating the amount that is for the Food & Beverage Tax which then is listed in a separate column to arrive at the total of all taxes for the month.

CITY OF MARSHALL, MINNESOTA
 AMATUER SPORTS CENTER/MERIT CENTER
 SALES TAX/FOOD & BEVERAGE TAX/LODGING TAX COLLECTIONS
 2017 SUMMARY

	SALES TAX PARTIAL PAYMENT	SALES TAX FINAL PAYMENT	FOOD & BEVERAGE TAX	USE TAX	ADM. FEES	256.31221 TOTAL SALES TAX	256.31222 FOOD & BEVERAGE TAX	256.31221 USE TAX	256.31425 LODGING TAX	TOTAL ALL TAXES
JANUARY	110,000.00	-	(38,424.00)	(6,178.00)	-	65,398.00	38,424.00	6,178.00	8,487.18	118,487.18
FEBRUARY	100,000.00	-	(36,473.00)	(7,706.73)	-	55,820.27	36,473.00	7,706.73	3,011.34	103,011.34
MARCH	100,000.00	-	(44,380.00)	(8,744.57)	-	46,875.43	44,380.00	8,744.57	6,124.95	106,124.95
APRIL	100,000.00	-	(41,339.00)	22,107.02	-	80,768.02	41,339.00	(22,107.02)	6,284.28	106,284.28
MAY	135,000.00	4,288.08	(41,873.00)	(9,511.00)	(1,938.97)	85,965.11	41,873.00	9,511.00	6,398.46	143,747.57
JUNE	120,000.00	23,589.00	(40,422.00)	(7,561.96)	(1,886.16)	93,718.88	40,422.00	7,561.96	8,184.94	149,887.78
JULY	170,000.00	24,129.66	(44,991.00)	(10,881.30)	(1,916.85)	136,340.51	44,991.00	10,881.30	7,156.96	199,369.77
AUGUST	160,000.00	21,940.90	(43,253.00)	(9,940.31)	(1,929.15)	126,818.44	43,253.00	9,940.31	7,179.80	187,191.55
SEPTEMBER	165,000.00	21,033.87	(43,029.00)	(10,870.50)	(1,928.41)	130,205.96	43,029.00	10,870.50	9,300.75	193,406.21
OCTOBER	130,000.00	25,192.44	(44,865.00)	(7,545.00)	(2,123.01)	100,659.43	44,865.00	7,545.00	8,317.69	161,387.12
NOVEMBER	130,000.00	25,807.44	(40,762.00)	(5,843.00)	(2,123.87)	107,078.57	40,762.00	5,843.00	6,818.02	160,501.59
DECEMBER	155,000.00	26,118.14	(42,694.00)	(7,587.52)	(2,104.60)	128,732.02	42,694.00	7,587.52	5,440.24	184,453.78
TOTAL	1,575,000.00	172,099.53	(502,505.00)	(70,262.87)	(15,951.02)	1,158,380.64	502,505.00	70,262.87	82,704.61	1,813,853.12

NOTE: The payments received from the Mn. Dept. of Revenue include the Sales Tax, Use Tax and Food & Beverage Tax. This amount is subtracted to arrive at the total amount of Sales Tax. After the final payment is received, a separate report is provided by the Dept. of Revenue indicating the amount that is for the Food & Beverage Tax which then is listed in a separate column to arrive at the total of all taxes for the month.

CITY OF MARSHALL, MINNESOTA
 AMATUER SPORTS CENTER/MERIT CENTER
 SALES TAX/FOOD & BEVERAGE TAX/LODGING TAX COLLECTIONS
 2018 SUMMARY

	SALES TAX PARTIAL PAYMENT	SALES TAX FINAL PAYMENT	FOOD & BEVERAGE TAX	USE TAX	ADM. FEES	256.31221 TOTAL SALES TAX	256.31222 FOOD & BEVERAGE TAX	256.31221 USE TAX	256.31425 LODGING TAX	TOTAL ALL TAXES
JANUARY	125,000.00	17,232.63	(39,805.87)	(6,934.41)	(2,054.64)	93,437.71	39,805.87	6,934.41	6,364.19	146,542.18
FEBRUARY	110,000.00	22,159.09	(37,435.00)	(7,607.32)	(2,057.30)	85,059.47	37,435.00	7,607.32	2,552.20	132,653.99
MARCH	135,000.00	23,775.14	(44,781.00)	(9,756.45)	(2,107.04)	102,130.65	44,781.00	9,756.45	5,609.41	162,277.51
APRIL	120,000.00	24,664.34	(40,534.00)	(9,536.91)	(2,056.92)	92,536.51	40,534.00	9,536.91	6,489.63	149,097.05
MAY	150,000.00	24,771.01	(45,790.00)	(9,330.00)	(2,077.14)	117,573.87	45,790.00	9,330.00	6,902.82	179,596.69
JUNE	123,000.00	36,652.93	(55,517.36)	(9,699.97)	(2,054.20)	92,381.40	55,517.36	9,699.97	8,280.71	165,879.44
JULY	184,000.00	17,694.09	(47,823.00)	(8,844.87)	(2,067.74)	142,958.48	47,823.00	8,844.87	9,176.70	208,803.05
AUGUST	150,000.00	22,999.88	(45,862.00)	(8,497.00)	(2,033.87)	116,607.01	45,862.00	8,497.00	8,940.80	179,906.81
SEPTEMBER	138,000.00	27,401.28	(44,440.00)	(8,207.40)	(2,020.66)	110,733.22	44,440.00	8,207.40	8,205.89	171,586.51
OCTOBER	150,000.00	27,839.32	(47,182.00)	(10,248.42)	(2,021.58)	118,387.32	47,182.00	10,248.42	9,496.09	185,313.83
NOVEMBER	141,000.00	28,808.05	(42,240.00)	(13,434.74)	(2,053.74)	112,079.57	42,240.00	13,434.74	6,853.57	174,607.88
DECEMBER	155,000.00	18,848.54	(43,188.00)	(10,239.00)	(1,951.66)	118,469.88	43,188.00	10,239.00	5,645.79	177,542.67
TOTAL	1,681,000.00	292,846.30	(534,598.23)	(112,336.49)	(24,556.49)	1,302,355.09	534,598.23	112,336.49	84,517.80	2,033,807.61

NOTE: The payments received from the Mn. Dept. of Revenue include the Sales Tax, Use Tax and Food & Beverage Tax. This amount is subtracted to arrive at the total amount of Sales Tax. After the final payment is received, a separate report is provided by the Dept. of Revenue indicating the amount that is for the Food & Beverage Tax which then is listed in a separate column to arrive at the total of all taxes for the month.

CITY OF MARSHALL, MINNESOTA
 AMATUER SPORTS CENTER/MERIT CENTER
 SALES TAX/FOOD & BEVERAGE TAX/LODGING TAX COLLECTIONS
 2019 SUMMARY

	SALES TAX PARTIAL PAYMENT	SALES TAX FINAL PAYMENT	FOOD & BEVERAGE TAX	USE TAX	ADM. FEES	256.31221 TOTAL SALES TAX	256.31222 FOOD & BEVERAGE TAX	256.31221 USE TAX	256.31425 LODGING TAX	TOTAL ALL TAXES
JANUARY	125,000.00	9,350.25	(36,214.00)	(11,956.00)	(1,974.78)	84,205.47	36,214.00	11,956.00	5,507.47	137,882.94
FEBRUARY	110,000.00	17,697.10	(35,287.00)	(6,461.50)	(2,008.21)	83,940.39	35,287.00	6,461.50	6,084.88	131,773.77
MARCH	144,000.00	23,553.89	(44,904.00)	(6,795.95)	(2,059.74)	113,794.20	44,904.00	6,795.95	5,939.96	171,434.11
APRIL	138,000.00	27,755.07	(42,656.00)	(11,761.00)	(2,011.75)	109,326.32	42,656.00	11,761.00	6,428.78	170,172.10
MAY	163,000.00	24,415.60	(50,582.07)	(10,041.37)	(2,042.56)	124,749.60	50,582.07	10,041.37	8,250.50	193,623.54
JUNE	146,000.00	26,361.33	(43,408.00)	(10,603.00)	(2,043.55)	116,306.78	43,408.00	10,603.00	8,644.07	178,961.85
JULY	169,000.00	27,775.67	(49,229.00)	(12,311.67)	(2,022.81)	133,212.19	49,229.00	12,311.67	10,005.16	204,758.02
AUGUST	163,000.00	25,362.50	(46,575.00)	(18,970.00)	(2,051.93)	120,765.57	46,575.00	18,970.00	10,385.17	196,695.74
SEPTEMBER	155,000.00	27,417.71	(45,149.00)	(11,735.68)	(2,044.74)	123,488.29	45,149.00	11,735.68	9,069.48	189,442.45
OCTOBER	156,000.00	27,624.35	(45,756.00)	(12,875.41)	(2,045.47)	122,947.47	45,756.00	12,875.41	9,202.67	190,781.55
NOVEMBER	146,000.00	25,496.33	(41,879.00)	(9,488.87)	(2,014.11)	118,114.35	41,879.00	9,488.87	7,984.12	177,466.34
DECEMBER	163,000.00	26,355.13	(44,187.00)	(11,560.00)	(1,972.86)	131,635.27	44,187.00	11,560.00	6,196.88	193,579.15
TOTAL	1,778,000.00	289,164.93	(525,826.07)	(134,560.45)	(24,292.51)	1,382,485.90	525,826.07	134,560.45	93,699.14	2,136,571.56

NOTE: The payments received from the Mn. Dept. of Revenue include the Sales Tax, Use Tax and Food & Beverage Tax. This amount is subtracted to arrive at the total amount of Sales Tax. After the final payment is received, a separate report is provided by the Dept. of Revenue indicating the amount that is for the Food & Beverage Tax which then is listed in a separate column to arrive at the total of all taxes for the month.

CITY OF MARSHALL, MINNESOTA
 AMATUER SPORTS CENTER/MERIT CENTER
 SALES TAX/FOOD & BEVERAGE TAX/LODGING TAX COLLECTIONS
 2020 SUMMARY

	SALES TAX PARTIAL PAYMENT	SALES TAX FINAL PAYMENT	FOOD & BEVERAGE TAX	USE TAX	ADM. FEES	256.0.31220 TOTAL SALES TAX	256.0.31230 FOOD & BEVERAGE TAX	256.0.31220 USE TAX	256.0.31240 LODGING TAX	TOTAL ALL TAXES
JANUARY	126,000.00	25,502.09	(38,594.00)	(7,687.16)	(1,980.63)	103,240.30	38,594.00	7,687.16	5,511.92	155,033.38
FEBRUARY	128,000.00	21,527.19	(40,188.00)	(19,712.96)	(1,814.23)	87,812.00	40,188.00	-	5,918.11	133,918.11
MARCH	128,000.00	29,030.57	(33,708.00)	(34,792.78)	(2,053.86)	86,475.93	33,708.00	7,816.07	3,873.59	131,873.59
APRIL	106,000.00	38,889.78	(25,940.00)	(25,903.53)	(2,093.06)	90,953.19	25,940.00	8,066.05	2,152.21	127,111.45
MAY	146,000.00	28,583.01	(32,216.00)	(7,671.37)	(2,142.22)	132,553.42	32,216.00	7,671.37	2,929.90	175,370.69
JUNE	124,000.00	26,214.08	(37,006.00)	(9,159.00)	(2,019.02)	102,030.06	37,006.00	9,159.00	5,025.81	153,220.87
JULY	181,000.00	29,805.46	(41,508.00)	(7,860.65)	(2,123.43)	159,313.38	41,508.00	7,860.65	5,751.73	214,433.76
AUGUST						-				-
SEPTEMBER						-				-
OCTOBER						-				-
NOVEMBER						-				-
DECEMBER						-				-
TOTAL	939,000.00	199,552.18	(249,160.00)	(112,787.45)	(14,226.45)	762,378.28	249,160.00	48,260.30	31,163.27	1,090,961.85

NOTE: The payments received from the Mn. Dept. of Revenue include the Sales Tax, Use Tax and Food & Beverage Tax. This amount is subtracted to arrive at the total amount of Sales Tax. After the final payment is received, a separate report is provided by the Dept. of Revenue indicating the amount that is for the Food & Beverage Tax which then is listed in a separate column to arrive at the total of all taxes for the month.

Historical Comparatives

Year	1.5% Hospitality	0.5% General Sales/Use	Hospitality Difference	General Difference
2013	\$ 253,707.29	\$ 989,597.73		
2014	\$ 533,475.50	\$ 1,397,146.07		
2015	\$ 566,862.64	\$ 1,441,063.08		
2016	\$ 569,390.29	\$ 1,433,704.98		
2017	\$ 585,209.61	\$ 1,228,643.51		
2018	\$ 619,116.03	\$ 1,414,691.58		
2019	\$ 619,525.21	\$ 1,517,046.35		
2020	\$ 280,323.27	\$ 810,638.58		

Hospitality

Month	Year				
	2013	2014	2015	2016	2017
January	\$ -	\$ 37,364.19	\$ 43,113.69	\$ 41,708.76	\$ 46,911.18
February	\$ -	\$ 37,555.45	\$ 42,124.02	\$ 41,984.10	\$ 39,484.34
March	\$ -	\$ 42,529.19	\$ 46,173.99	\$ 45,563.26	\$ 50,504.95
April	\$ -	\$ 42,190.80	\$ 43,675.44	\$ 47,892.24	\$ 47,623.28
May	\$ -	\$ 45,795.11	\$ 50,724.88	\$ 49,226.67	\$ 48,271.46
June	\$ 7,409.24	\$ 43,369.97	\$ 49,406.16	\$ 48,609.00	\$ 48,606.94
July	\$ 37,110.89	\$ 53,389.60	\$ 53,704.04	\$ 54,295.80	\$ 52,147.96
August	\$ 39,177.46	\$ 49,010.98	\$ 49,321.89	\$ 49,808.81	\$ 50,432.80
September	\$ 43,834.36	\$ 46,512.40	\$ 49,457.55	\$ 50,173.93	\$ 52,329.75
October	\$ 45,519.61	\$ 47,922.86	\$ 48,646.72	\$ 50,700.09	\$ 53,182.69
November	\$ 36,498.06	\$ 42,527.57	\$ 45,405.28	\$ 45,759.14	\$ 47,580.02
December	\$ 44,157.67	\$ 45,307.38	\$ 45,108.98	\$ 43,668.49	\$ 48,134.24
Total	\$ 253,707.29	\$ 533,475.50	\$ 566,862.64	\$ 569,390.29	\$ 585,209.61

General Sales/Use

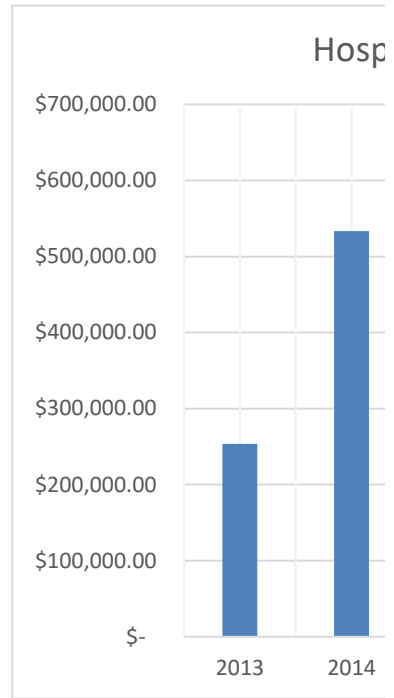
Month	Year				
	2013	2014	2015	2016	2017
January	\$ -	\$ 105,288.85	\$ 104,438.31	\$ 96,458.69	\$ 71,576.00
February	\$ -	\$ 95,278.67	\$ 78,797.00	\$ 123,855.46	\$ 63,527.00
March	\$ -	\$ 105,601.77	\$ 104,196.00	\$ 119,973.32	\$ 55,620.00
April	\$ 70,776.96	\$ 106,729.79	\$ 106,741.65	\$ 112,180.41	\$ 58,661.00
May	\$ 115,438.58	\$ 128,095.64	\$ 128,194.43	\$ 120,822.73	\$ 95,476.11
June	\$ 88,916.02	\$ 119,353.16	\$ 107,717.88	\$ 110,719.84	\$ 101,280.84
July	\$ 137,151.52	\$ 142,857.19	\$ 188,894.10	\$ 157,453.47	\$ 147,221.81
August	\$ 122,899.84	\$ 123,639.13	\$ 126,261.52	\$ 118,149.70	\$ 136,758.75
September	\$ 107,562.63	\$ 125,736.54	\$ 128,248.97	\$ 131,499.10	\$ 141,076.46
October	\$ 107,194.72	\$ 109,979.25	\$ 114,083.07	\$ 108,715.50	\$ 108,204.43
November	\$ 111,922.94	\$ 110,037.42	\$ 114,072.17	\$ 113,383.76	\$ 112,921.57

December	\$	127,734.52	\$	124,548.66	\$	139,417.98	\$	120,493.00	\$	136,319.54
Total	\$	989,597.73	\$	1,397,146.07	\$	1,441,063.08	\$	1,433,704.98	\$	1,228,643.51
			\$	926,844.20	\$	945,240.89	\$	959,613.62	\$	730,121.51

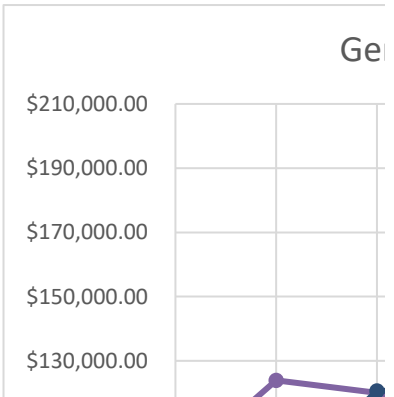
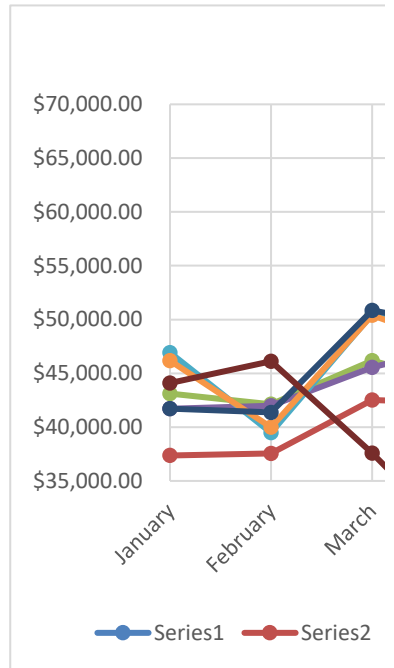
Notes:

1. Hospitality tax revenue is to be used for operations of MERIT and the Arena.
2. General sales and use tax revenue is to be used for debt service.
3. Beginning of 2017 there was a repayment of sales use tax to 2 companies. (Jan-June)
4. This overpayment by those companies, appears that it could've happened in July 2015.

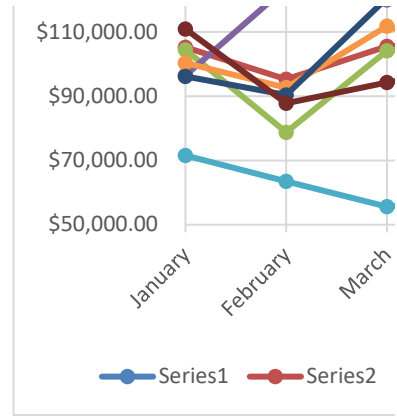
2018	2019	2020	Springsted Predicted
\$ 46,170.06	\$ 41,721.47	\$ 44,105.92	\$ -
\$ 39,987.20	\$ 41,371.88	\$ 46,106.11	\$ -
\$ 50,390.41	\$ 50,843.96	\$ 37,581.59	\$ -
\$ 47,023.63	\$ 49,084.78	\$ 28,092.21	\$ -
\$ 52,692.82	\$ 58,832.57	\$ 35,145.90	\$ -
\$ 63,798.07	\$ 52,052.07	\$ 42,031.81	\$ -
\$ 56,999.70	\$ 59,234.16	\$ 47,259.73	\$ -
\$ 54,802.80	\$ 56,960.17	\$ -	\$ -
\$ 52,645.89	\$ 54,218.48	\$ -	\$ -
\$ 56,678.09	\$ 54,958.67	\$ -	\$ -
\$ 49,093.57	\$ 49,863.12	\$ -	\$ -
\$ 48,833.79	\$ 50,383.88	\$ -	\$ -
\$ 619,116.03	\$ 619,525.21	\$ 280,323.27	\$ 463,675.00



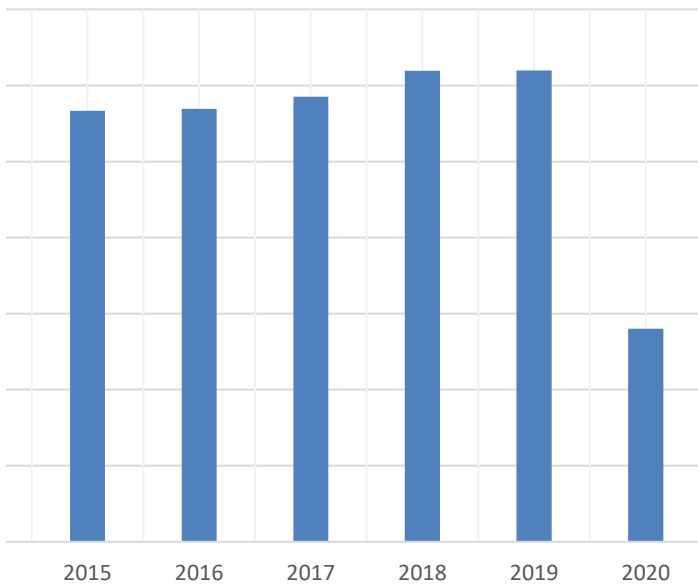
2018	2019	2020	Springsted Predicted
\$ 100,372.12	\$ 96,161.47	\$ 110,927.46	\$ -
\$ 92,666.79	\$ 90,401.89	\$ 87,812.00	\$ -
\$ 111,887.10	\$ 120,590.15	\$ 94,292.00	\$ -
\$ 102,073.42	\$ 121,087.32	\$ 99,019.24	\$ -
\$ 126,903.87	\$ 134,790.97	\$ 140,224.79	\$ -
\$ 102,081.37	\$ 126,909.78	\$ 111,189.06	\$ -
\$ 151,803.35	\$ 145,523.86	\$ 167,174.03	\$ -
\$ 125,104.01	\$ 139,735.57	\$ -	\$ -
\$ 118,940.62	\$ 135,223.97	\$ -	\$ -
\$ 128,635.74	\$ 135,822.88	\$ -	\$ -
\$ 125,514.31	\$ 127,603.22	\$ -	\$ -



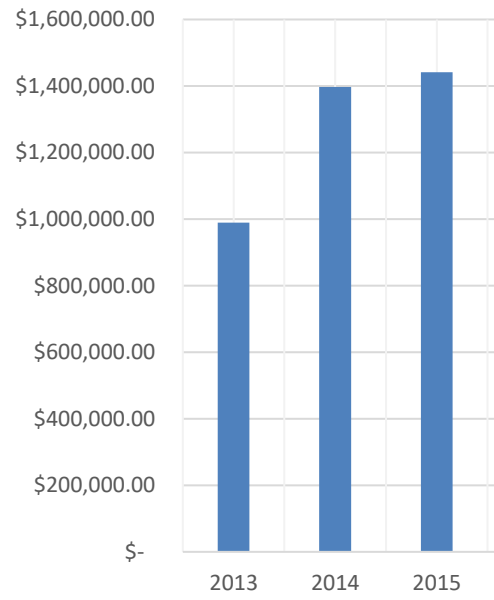
\$ 128,708.88	\$ 143,195.27	\$ -	\$ -
\$ 1,414,691.58	\$ 1,517,046.35	\$ 810,638.58	\$ 1,393,033.00



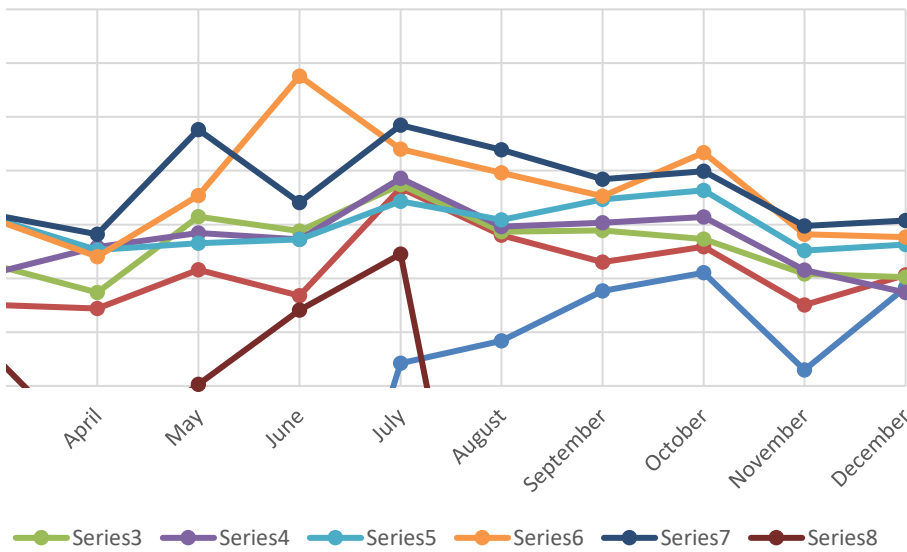
Hospitality Tax - Annual Revenue



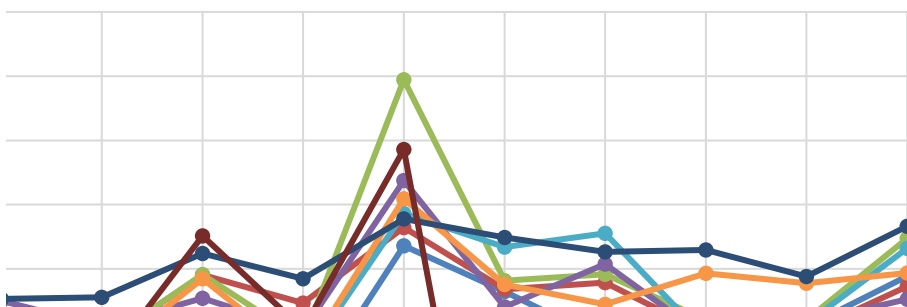
General Sales & Use Tax - Annual Revenue

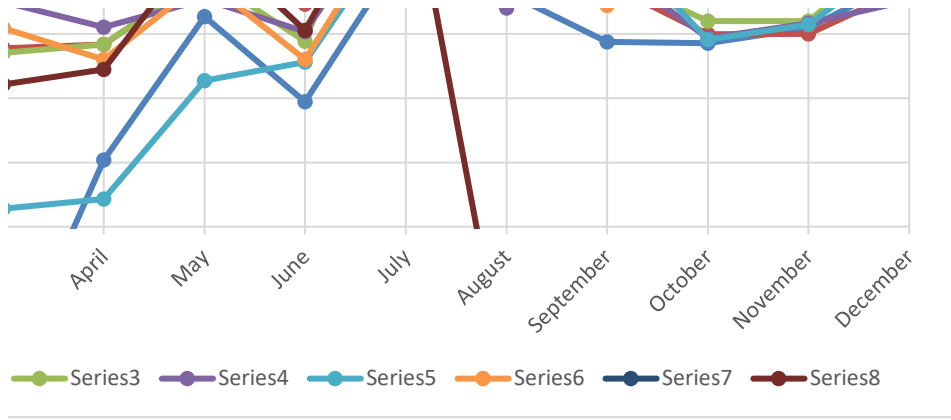


Hospitality Tax - Monthly Revenue

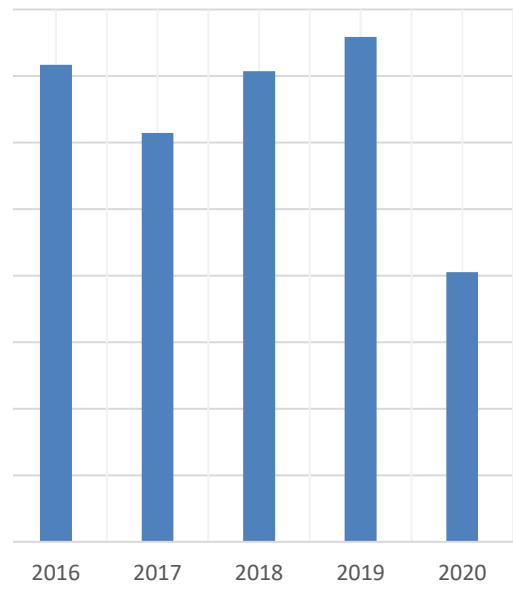


General Sales & Use Tax - Monthly Revenue





se - Annual Revenue



SALES & USE, FOOD, BEVERAGE & LODGING TAX - FUND 256

Date	Fund 256 Actual Collected	Total Transferred	Transferred to Construction	Transferred to Debt Service	Transferred to Special Revenue	Interest	Expenses	Fund 256 Balance
2013	1,243,305.02	585,000.00	585,000.00	585,000.00	-	37.02	-	658,342.04
2014	1,930,621.57	935,000.00	935,000.00	935,000.00	-	219.24	20,000.00	1,634,182.85
2015	2,007,925.72	1,981,995.13	-	1,803,795.13	178,200.00	489.79	27.00	1,660,576.23
2016	2,003,095.27	2,058,355.90	-	1,478,298.08	580,057.82	453.35	(0.17)	1,605,769.12
2017	1,813,853.12	1,947,248.09	-	1,444,665.09	502,583.00	5,941.58	2.12	1,478,313.61
2018	2,033,807.61	2,028,860.00	-	1,457,969.00	570,891.00	12,822.14	-	1,496,083.36
2019	2,136,571.56	2,152,500.00	-	1,460,000.00	692,500.00	17,401.78	185.37	1,497,371.33
2020								1,497,371.33
2021								1,497,371.33
2022								1,497,371.33
2023								1,497,371.33
2024								1,497,371.33
2025								1,497,371.33
2026								1,497,371.33
2027								1,497,371.33
2028								1,497,371.33
	13,169,179.87	11,688,959.12	1,520,000.00	9,164,727.30	2,524,231.82	37,364.90	20,214.32	1,497,371.33

SALES & USE TAX 0.5% - (DEBT SERVICE)

Date	Principal	Interest	Total P&I	Fiscal Agent		Sales & Use		Total Transferred	*Balance
				Fee	Total Paid	Actual Collected	Debt Service		
2013					-	989,597.73	585,000.00	404,597.73	
2014					-	1,397,028.99	935,000.00	866,626.72	
2015	1,095,000.00	708,794.14	1,803,794.14	450.00	1,804,244.14	1,441,304.04	1,803,795.13	504,135.63	
2016	830,000.00	629,343.76	1,459,343.76	450.00	1,459,793.76	1,434,048.15	1,478,298.08	459,885.70	
2017	875,000.00	586,718.76	1,461,718.76	450.00	1,462,168.76	1,234,487.45	1,444,665.09	249,708.06	
2018	915,000.00	541,968.76	1,456,968.76	500.00	1,457,468.76	1,414,691.58	1,457,969.00	206,430.64	
2019	960,000.00	495,093.76	1,455,093.76	500.00	1,455,593.76	1,517,046.35	1,460,000.00	263,476.99	
2020	1,010,000.00	445,843.76	1,455,843.76	500.00	1,456,343.76			263,476.99	
2021	1,060,000.00	394,093.76	1,454,093.76	500.00	1,454,593.76			263,476.99	
2022	1,115,000.00	339,718.76	1,454,718.76	500.00	1,455,218.76			263,476.99	
2023	1,170,000.00	282,593.76	1,452,593.76	500.00	1,453,093.76			263,476.99	
2024	1,230,000.00	222,593.76	1,452,593.76	500.00	1,453,093.76			263,476.99	
2025	1,290,000.00	159,593.76	1,449,593.76	500.00	1,450,093.76			263,476.99	
2026	1,355,000.00	107,018.76	1,462,018.76	500.00	1,462,518.76			263,476.99	
2027	1,395,000.00	65,768.76	1,460,768.76	500.00	1,461,268.76			263,476.99	
2028	1,435,000.00	22,421.88	1,457,421.88	500.00	1,457,921.88			263,476.99	
	\$ 15,735,000.00	\$ 5,001,566.14	\$ 20,736,566.14	\$ 6,850.00	\$ 20,743,416.14	\$ 9,428,204.29	\$ 9,164,727.30	5,326,154.38	

*Balance based on all collections transferred to Debt Service & Construction Fund

FOOD, BEVERAGE & LODGING 1.5% - (RED BARON & MERIT OPERATIONS)

Date	Hospitality	Total	Transferred to	% of Total	Transferred to	% of Total	Expenses Pd.	Transfer To/From	**Balance
	Actual Collected	Transferred	Red Baron	Transferred	MERIT	Transferred	From Fund 256	Construction	
2013	253,744.31	-	-	-	-	-	-	-	253,744.31
2014	533,811.82	-	-	-	-	-	20,000.00	-	767,556.13
2015	567,111.47	178,200.00	102,000.00	57%	76,200.00	43%	27.00	-	1,156,440.60
2016	569,500.47	580,057.82	301,288.48	52%	278,769.34	48%	(0.17)	-	1,145,883.42
2017	585,307.25	502,583.00	373,535.00	74%	129,048.00	26%	2.12	-	1,228,605.55
2018	631,938.17	570,891.00	440,660.00	77%	130,231.00	23%	-	-	1,289,652.72
2019	636,926.78	692,500.00	530,000.00	77%	162,500.00	23%	185.37	-	1,233,894.13
2020									1,233,894.13
2021									1,233,894.13
2022									1,233,894.13
2023									1,233,894.13
2024									1,233,894.13
2025									1,233,894.13
2026									1,233,894.13
2027									1,233,894.13
2028									1,233,894.13
...2043	\$ 3,778,340.27	\$ 2,524,231.82	\$ 1,747,483.48	67%	\$ 776,748.34	33%	20,214.32	-	\$ 1,233,894.13

**Balance in Fund 256 collected for cost of Operations

Projected Sales Tax Revenue - Springsted						
Year	Projected General	Actual General	\$	%	Projected Annual	Actual Annual
	Sales & Use	Sales & Use	Difference	Difference	Debt Payment	Surplus/(Shortfall)
2013	\$ -	\$ 989,598	\$ 989,598	100%	\$ -	\$ 404,597.73
2014	\$ -	\$ 1,397,146	\$ 1,397,146	100%	\$ -	\$ 866,743.80
2015	\$ 1,449,312	\$ 1,441,063	\$ (8,249)	-0.57%	\$ 1,804,244.14	\$ (354,932.14)
2016	\$ 1,478,298	\$ 1,433,705	\$ (44,593)	-3.02%	\$ 1,459,793.76	\$ (336,427.90)
2017	\$ 1,507,864	\$ 1,228,644	\$ (279,220)	-18.52%	\$ 1,462,168.76	\$ (290,732.66)
2018	\$ 1,538,021	\$ 1,414,692	\$ (123,329)	-8.02%	\$ 1,457,468.76	\$ (210,180.42)
2019	\$ 1,538,021				\$ 1,455,593.76	\$ (127,753.18)
2020	\$ 1,538,021				\$ 1,456,343.76	\$ (46,075.94)
2021	\$ 1,538,021				\$ 1,454,593.76	\$ 37,351.30
2022	\$ 1,538,021				\$ 1,455,218.76	\$ 120,153.54
2023	\$ 1,538,021				\$ 1,453,093.76	\$ 205,080.78
2024	\$ 1,538,021				\$ 1,453,093.76	\$ 290,008.02
2025	\$ 1,538,021				\$ 1,450,093.76	\$ 377,935.26
2026	\$ 1,538,021				\$ 1,462,518.76	\$ 453,437.50
2027	\$ 1,538,021				\$ 1,461,268.76	\$ 530,189.74
2028	\$ 1,538,021				\$ 1,457,921.88	\$ 610,288.86

Projected Hospitality Revenue - Springsted						
Year	Projected Hospitality	Actual Hospitality	\$	%	Projected Annual	Actual Annual
	Operations	Operations	Difference	Difference	Surplus/(Shortfall)	Surplus/(Shortfall)
2013	\$ -	\$ 253,707	\$ 253,707	100.00%	\$ -	\$ 253,707.29
2014	\$ -	\$ 533,476	\$ 533,476	100.00%	\$ -	\$ 787,182.79
2015	\$ 482,407	\$ 566,863	\$ 84,456	17.51%	\$ 178,200.00	\$ 304,207.00
2016	\$ 492,055	\$ 569,390	\$ 77,335	15.72%	\$ 580,057.82	\$ 216,204.18
2017	\$ 501,896	\$ 585,210	\$ 83,314	16.60%	\$ 502,583.00	\$ 215,517.18
2018	\$ 511,934	\$ 619,116	\$ 107,182	20.94%		\$ 727,451.18
2019	\$ 511,934					\$ 1,239,385.18
2020	\$ 511,934					\$ 1,751,319.18
2021	\$ 511,934					\$ 2,263,253.18
2022	\$ 511,934					\$ 2,775,187.18
2023	\$ 511,934					\$ 3,287,121.18
2024	\$ 511,934					\$ 3,799,055.18
2025	\$ 511,934					\$ 4,310,989.18
2026	\$ 511,934					\$ 4,822,923.18
2027	\$ 511,934					\$ 5,334,857.18
2028	\$ 511,934					\$ 5,846,791.18

NOTE: Although there is an actual surplus, the Debt service fund doesn't reflect the total surplus. Only debt payment amount is being transferred from Fund 256 to Fund 322. (as of 12/31/2017)

	2014	2015	2016	2017	2018					
	General Sales/Use	General Sales/Use	General Sales/Use	General Sales/Use	General Sales/Use	2014 to 2015	2015 to 2016	2016 to 2017	2017 to 2018	2015 to 2017
	0.50%	0.50%	0.50%	0.50%	0.50%	%	%	%	%	%
	Sales	Sales	Sales	Sales	Sales	Change	Change	Change	Change	Change
	Tax	Tax	Tax	Tax	Tax					
JANUARY	105,288.85	104,438.31	96,458.69	71,576.00	100,372.12	-0.81%	-7.64%	-25.80%	40.23%	-3.89%
FEBRUARY	95,278.67	78,797.00	123,855.46	63,527.00	92,666.79	-17.30%	57.18%	-48.71%	45.87%	17.60%
MARCH	105,601.77	104,196.00	119,973.32	55,620.00	111,887.10	-1.33%	15.14%	-53.64%	101.16%	7.38%
APRIL	106,729.79	106,741.65	112,180.41	58,661.00	102,073.42	0.01%	5.10%	-47.71%	74.01%	-4.37%
MAY	128,095.64	128,194.43	120,822.73	95,476.11	126,903.87	0.08%	-5.75%	-20.98%	32.92%	-1.01%
JUNE	119,353.16	107,717.88	110,719.84	101,280.84	102,081.37	-9.75%	2.79%	-8.53%	0.79%	-5.23%
JULY	142,857.19	188,894.10	157,453.47	147,221.81	151,803.35	32.23%	-16.64%	-6.50%	3.11%	-19.64%
AUGUST	123,639.13	126,261.52	118,149.70	136,758.75	125,104.01	2.12%	-6.42%	15.75%	-8.52%	-0.92%
SEPTEMBER	125,736.54	128,248.97	131,499.10	141,076.46	118,940.62	2.00%	2.53%	7.28%	-15.69%	-7.26%
OCTOBER	109,979.25	114,083.07	108,715.50	108,204.43	128,635.74	3.73%	-4.70%	-0.47%	18.88%	12.76%
NOVEMBER	110,037.42	114,072.17	113,383.76	112,921.57	125,514.31	3.67%	-0.60%	-0.41%	11.15%	10.03%
DECEMBER	124,548.66	139,417.98	120,493.00	136,319.54	128,708.88	11.94%	-13.57%	13.13%	-5.58%	-7.68%
TOTAL	1,397,146.07	1,441,063.08	1,433,704.98	1,228,643.51	1,414,691.58	3.14%	-0.51%	-14.30%	15.14%	-1.83%

CITY OF MARSHALL, MINNESOTA
 GENERAL FUND
 LOCAL SALES TAXES REVENUE REPORT - MERIT AND AMATEUR SPORTS FACILITY
 4/8/2014

Table 1. 1.5% Lodging Taxes.

DATE	ESTIMATED 1.5% LODGING TAX	ACTUAL 1.50% LODGING TAX	ESTIMATED 2013	ACTUAL 2013	DIFF QTR ACTUAL TO EST
Jan-13	3,782	-			
Feb-13	3,985	-	Q1	Q1	Q1
Mar-13	3,387	-	-	-	-
Apr-13	7,529	-			
May-13	6,147	-	Q2	Q2	Q2
Jun-13	6,908	7,409	6,908	7,409	501
Jul-13	7,445	7,827			
Aug-13	5,171	4,789	Q3	Q3	Q3
Sep-13	8,163	7,663	20,779	20,280	(499)
Oct-13	6,758	9,148			
Nov-13	4,727	4,068	Q4	Q4	Q4
Dec-13	4,794	6,272	16,279	19,487	3,208
Subtotal	\$ 68,796	\$ 47,176	\$ 43,966	\$ 47,176	\$ 3,210

Table 2. 1.5% Food and Beverage Taxes.

DATE	ESTIMATED 1.5% FOOD/BEV TAX	ACTUAL 1.5% FOOD/BEV TAX	ESTIMATED 2013	ACTUAL 2013	DIFF QTR ACTUAL TO EST
Jan-13	26,473	-			
Feb-13	26,473	-	Q1	Q1	Q1
Mar-13	30,255	-	-	-	-
Apr-13	30,255	-			
May-13	30,255	-	Q2	Q2	Q2
Jun-13	30,255	-	-	-	-
Jul-13	37,819	29,284			
Aug-13	34,037	34,388	Q3	Q3	Q3
Sep-13	34,037	36,171	105,894	99,843	(6,051)
Oct-13	30,255	36,372			
Nov-13	30,255	32,430	Q4	Q4	Q4
Dec-13	37,819	37,886	98,330	106,688	8,358
Subtotal	\$ 378,192	\$ 206,531	\$ 204,224	\$ 206,531	\$ 2,307

Table 3. 1.5% Total Lodging and Food and Beverage Taxes.

DATE	ESTIMATED 1.5% LODGING FOOD/BEV TAX	ACTUAL 1.5% LODGING FOOD/BEV TAX	ESTIMATED 2013	ACTUAL 2013	DIFF QTR ACTUAL TO EST
Jan-13	30,255	-			
Feb-13	30,458	-	Q1	Q1	Q1
Mar-13	33,642	-	-	-	-
Apr-13	37,784	-			
May-13	36,402	-	Q2	Q2	Q2
Jun-13	37,163	7,409	6,908	7,409	501
Jul-13	45,264	37,111			
Aug-13	39,208	39,177	Q3	Q3	Q3
Sep-13	42,200	43,834	126,673	120,123	(6,550)
Oct-13	37,013	45,520			
Nov-13	34,982	36,498	Q4	Q4	Q4
Dec-13	42,613	44,158	114,609	126,175	11,566
Subtotal	446,988	\$ 253,707	\$ 248,190	\$ 253,707	\$ 5,518

Table 4. .5% General Sales and Use Taxes.

DATE	ESTIMATED 0.5% SALES TAX	ACTUAL 0.5% SALES TAX	ESTIMATED 2013	ACTUAL 2013	DIFF QTR ACTUAL TO EST	DIFF QTR % CHANGE ACTUAL TO EST
Jan-13	87,786	-				
Feb-13	87,786	-	Q1	Q1	Q1	
Mar-13	100,326	-	-	-	-	0%
Apr-13	100,326	70,777				
May-13	100,326	115,439	Q2	Q2	Q2	
Jun-13	100,326	88,916	300,979	275,132	(25,847)	-9% * Start up fees \$20,582.83.
Jul-13	125,408	137,152				
Aug-13	112,867	122,900	Q3	Q3	Q3	
Sep-13	112,867	107,563	351,142	367,614	16,472	5%
Oct-13	100,326	107,195				
Nov-13	100,326	111,923	Q4	Q4	Q4	
Dec-13	125,408	127,735	326,061	346,852	20,792	6%
Subtotal	\$ 1,254,079	\$ 989,598	\$ 978,182	\$ 989,598	\$ 11,416	1%

* April 2013 Springsted, Inc. estimate for bonding purposes = 1,254,079 annual (\$104,507/month; \$313,678/Quarter)

CITY OF MARSHALL, MINNESOTA
GENERAL FUND
LOCAL SALES TAXES REVENUE REPORT - MERIT AND AMATEUR SPORTS FACILITY
12/31/2014

Table 1. 1.5% Lodging Taxes.

DATE	2013	2014	2013	2014	DIFF QTR ACTUAL TO EST
	1.5% LODGING TAX	1.5% LODGING TAX			
January	4,434	5,917			
February	2,515	6,061	Q1	Q1	Q1
March	6,233	5,770	13,182	17,749	4,567
April	5,540	6,941			
May	5,039	7,506	Q2	Q2	Q2
June	7,409	8,654	17,988	23,101	5,113
July	7,827	9,991			
August	4,789	8,548	Q3	Q3	Q3
September	7,663	7,777	20,280	26,316	6,036
October	9,148	8,123			
November	4,068	5,804	Q4	Q4	Q4
December	6,272	5,767	19,487	19,694	207
Subtotal	\$ 70,937	\$ 86,859	\$ 70,937	\$ 86,859	\$ 15,922

* estimated

Table 2. 1.5% Food and Beverage Taxes.

DATE	2013	2014	2013	2014	DIFF QTR ACTUAL TO EST
	1.5% FOOD/BEV TAX	1.5% FOOD/BEV TAX			
January	26,473	31,447			
February	26,473	31,494	Q1	Q1	Q1
March	30,255	36,759	83,202	99,700	16,498
April	30,255	35,250			
May	34,716	38,289	Q2	Q2	Q2
June	30,255	34,716	95,227	108,255	13,028
July	29,284	43,399			
August	34,388	40,463	Q3	Q3	Q3
September	36,171	38,735	99,843	122,597	22,754
October	36,372	39,800			
November	32,430	36,724	Q4	Q4	Q4
December	37,886	39,540	106,688	116,064	9,376
Subtotal	\$ 384,960	\$ 446,616	\$ 384,960	\$ 446,616	\$ 61,656

* estimated

Table 3. 1.5% Total Lodging and Food and Beverage Taxes.

DATE	1.5% LODGING FOOD/BEV TAX	1.5% LODGING FOOD/BEV TAX	2013	2014	DIFF QTR ACTUAL TO EST
	January	30,907			
February	28,988	37,555	Q1	Q1	Q1
March	36,488	42,529	96,384	117,449	21,064
April	35,795	42,191			
May	39,755	45,795	Q2	Q2	Q2
June	37,665	43,370	113,215	131,356	18,141
July	37,111	53,390			
August	39,177	49,011	Q3	Q3	Q3
September	43,834	46,512	120,123	148,913	28,790
October	45,520	47,923			
November	36,498	42,528	Q4	Q4	Q4
December	44,158	45,307	126,175	135,758	9,583
Subtotal	455,897	533,475	\$ 455,897	\$ 533,475	\$ 77,578

* estimated

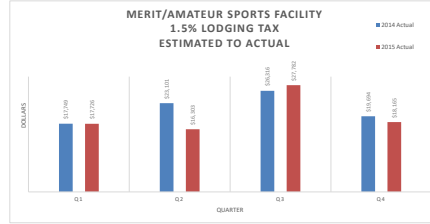
Table 4. .5% General Sales and Use Taxes.

DATE	2013	2014	2013	2014	DIFF QTR ACTUAL TO EST	DIFF QTR % CHANGE ACTUAL TO EST
	0.5% SALES TAX	0.5% SALES TAX				
January	87,786	105,289				
February	87,786	95,279	Q1	Q1	Q1	Q1
March	100,326	105,602	275,897	306,169	30,272	11%
April	70,777	106,730				
May	115,439	128,096	Q2	Q2	Q2	Q2
June	88,916	119,353	275,132	354,179	79,047	29%
July	137,152	142,857				
August	122,900	123,639	Q3	Q3	Q3	Q3
September	107,563	125,737	367,614	392,233	24,619	7%
October	107,195	109,979				
November	111,923	110,037	Q4	Q4	Q4	Q4
December	127,735	124,549	346,852	344,565	(2,287)	-1%
Subtotal	\$ 1,265,495	\$ 1,397,146	\$ 1,265,495	\$ 1,397,146	\$ 131,651	10%

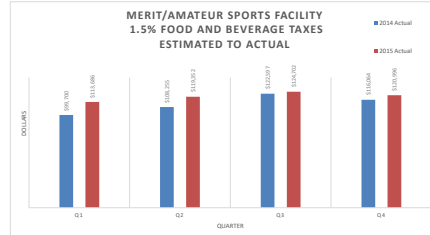
* estimated

CITY OF MARSHALL, MINNESOTA
 GENERAL FUND
 LOCAL SALES TAXES REVENUE REPORT - MERIT AND AMATEUR SPORTS FACILITY
 12/31/2015

Quarter	2014 Actual	2015 Actual
Q1	17,749	17,726
Q2	23,101	16,303
Q3	26,316	27,782
Q4	19,694	18,165



Quarter	2014 Actual	2015 Actual
Q1	99,700	113,686
Q2	108,255	119,352
Q3	122,597	124,702
Q4	116,064	120,996



Quarter	2014 Actual	2015 Actual
Q1	506,169	587,431
Q2	354,179	114,217
Q3	392,233	443,404
Q4	344,565	367,573

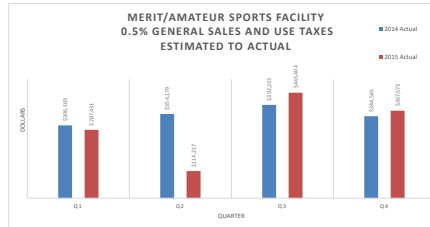


Table 1. 1.5% Lodging Taxes.

DATE	2014		2015		DIFF QTR ACTUAL TO EST	DIFF QTR % CHANGE ACTUAL TO EST
	1.5% LODGING TAX	2014	1.5% LODGING TAX	2015		
January	5,917	6,435				
February	6,061	5,921	Q1	Q1	Q1	Q1
March	5,770	5,370	17,749	17,726	(23)	0%
April	6,941	4,430				
May	7,506	9,325	Q2	Q2	Q2	Q2
June	8,654	10,709	23,101	16,303	(6,798)	-29%
July	9,991	10,330				
August	8,548	8,762	Q3	Q3	Q3	Q3
September	7,777	8,690	26,316	27,782	1,466	6%
October	8,123	7,601				
November	5,804	5,669	Q4	Q4	Q4	Q4
December	5,767	4,895	19,694	18,165	(1,529)	-8%
Subtotal	\$ 89,859	\$ 88,127	\$ 89,859	\$ 79,976	(\$ 9,881)	-9%

Table 2. 1.5% Food and Beverage Taxes.

DATE	2014		2015		DIFF QTR ACTUAL TO EST	DIFF QTR % CHANGE ACTUAL TO EST
	1.5% FOOD/BEV TAX	2014	1.5% FOOD/BEV TAX	2015		
January	31,447	36,679				
February	31,494	36,203	Q1	Q1	Q1	Q1
March	36,759	40,804	99,700	113,686	13,986	14%
April	35,250	39,255				
May	38,289	41,400	Q2	Q2	Q2	Q2
June	34,716	38,697	108,255	119,352	11,097	10%
July	43,399	43,374				
August	40,463	40,560	Q3	Q3	Q3	Q3
September	38,735	40,768	122,597	124,702	2,105	2%
October	39,800	41,046				
November	36,724	38,736	Q4	Q4	Q4	Q4
December	39,540	40,214	116,064	120,996	4,932	4%
Subtotal	\$ 446,616	\$ 478,736	\$ 446,616	\$ 478,736	\$ 32,120	7%

Table 3. 1.5% Total Lodging and Food and Beverage Taxes.

DATE	2014		2015		DIFF QTR ACTUAL TO EST	DIFF QTR % CHANGE ACTUAL TO EST
	1.5% LODGING TAX	1.5% FOOD/BEV TAX	2014	2015		
January	37,364	43,114				
February	37,555	42,124	Q1	Q1	Q1	Q1
March	42,529	46,174	117,449	131,412	13,963	12%
April	42,191	43,675				
May	49,765	50,725	Q2	Q2	Q2	Q2
June	43,370	49,406	131,358	95,871	(35,486)	-27%
July	53,380	53,704				
August	49,011	49,322	Q3	Q3	Q3	Q3
September	46,512	49,459	148,913	152,484	3,571	2%
October	47,923	48,647				
November	42,528	45,405	Q4	Q4	Q4	Q4
December	45,307	45,109	136,728	139,161	2,433	3%
Subtotal	\$ 533,473	\$ 566,893	\$ 533,473	\$ 516,628	(\$ 14,547)	-3%

Table 4. 0.5% General Sales and Use Taxes.

DATE	2014		2015		DIFF QTR ACTUAL TO EST	DIFF QTR % CHANGE ACTUAL TO EST
	0.5% SALES TAX	0.5% SALES TAX	2014	2015		
January	105,289	104,438				
February	95,279	78,797	Q1	Q1	Q1	Q1
March	105,602	104,196	305,169	287,431	(17,738)	-6%
April	106,730	106,742				
May	128,096	128,194	Q2	Q2	Q2	Q2
June	119,303	107,718	354,179	114,217	(239,962)	-68%
July	142,857	188,894				
August	123,639	126,262	Q3	Q3	Q3	Q3
September	129,747	128,249	362,233	443,404	81,172	19%
October	109,979	114,083				
November	110,037	114,072	Q4	Q4	Q4	Q4
December	124,549	139,418	344,565	367,573	23,008	7%
Subtotal	\$ 1,397,146	\$ 1,441,063	\$ 1,397,146	\$ 1,212,626	(\$ 184,520)	-13%

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Quarter	2014 Actual	2015 Actual	2016
Q1	17,749	17,726	15,644
Q2	23,101	24,454	22,185
Q3	26,316	27,792	24,742
Q4	19,694	18,165	18,690

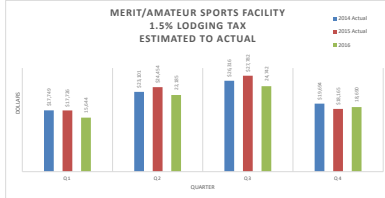


Table 1. 1.5% Lodging Taxes

DATE	2014			2015			2016			2015 to 2016 DIFF QTR	2015 to 2016 DIFF QTR % CHANGE
	1.5% LODGING TAX	2014	2015	1.5% LODGING TAX	2014	2015	1.5% LODGING TAX	2014	2015		
January	6,917	6,438	5,166	Q1	Q1	Q1	Q1				
February	9,061	9,921	5,265	Q1	Q1	Q1	Q1				
March	5,770	5,370	5,196	Q1	Q1	Q1	Q1				
April	6,941	6,420	6,208	Q2	Q2	Q2	Q2				
May	7,506	9,325	6,917	Q2	Q2	Q2	Q2				
June	6,854	10,709	8,300	Q2	Q2	Q2	Q2				
July	9,991	10,330	9,134	Q3	Q3	Q3	Q3				
August	8,548	8,762	7,405	Q3	Q3	Q3	Q3				
September	7,777	8,699	8,203	Q3	Q3	Q3	Q3				
October	8,123	7,691	8,559	Q4	Q4	Q4	Q4				
November	5,924	5,669	6,969	Q4	Q4	Q4	Q4				
December	8,767	4,895	4,165	Q4	Q4	Q4	Q4				
Subtotal	\$ 86,659	\$ 88,121	\$ 81,261					\$ 86,659	\$ 88,127	\$ 81,261	(10,866)

Quarter	2014 Actual	2015 Actual	2016
Q1	99,700	113,686	113,612
Q2	109,295	119,352	123,543
Q3	122,597	124,702	128,537
Q4	116,064	120,996	121,438

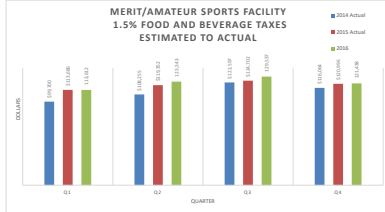


Table 2. 1.5% Food and Beverage Taxes

DATE	2014			2015			2016			2015 to 2016 DIFF QTR	2015 to 2016 DIFF QTR % CHANGE
	1.5% FOODBEV TAX	2014	2015	1.5% FOODBEV TAX	2014	2015	1.5% FOODBEV TAX	2014	2015		
January	31,447	36,679	36,546	Q1	Q1	Q1	Q1				
February	31,494	36,203	36,699	Q1	Q1	Q1	Q1				
March	36,759	40,804	40,368	Q1	Q1	Q1	Q1				
April	39,250	39,255	41,608	Q2	Q2	Q2	Q2				
May	38,289	41,400	42,310	Q2	Q2	Q2	Q2				
June	34,716	38,697	39,620	Q2	Q2	Q2	Q2				
July	43,399	43,374	45,162	Q3	Q3	Q3	Q3				
August	40,463	40,560	42,404	Q3	Q3	Q3	Q3				
September	39,735	40,765	41,971	Q3	Q3	Q3	Q3				
October	39,800	41,046	42,141	Q4	Q4	Q4	Q4				
November	36,724	39,738	39,790	Q4	Q4	Q4	Q4				
December	39,450	49,214	39,507	Q4	Q4	Q4	Q4				
Subtotal	\$ 468,616	\$ 478,738	\$ 468,130					\$ 468,616	\$ 478,738	\$ 468,130	(9,608)

Quarter	2014 Actual	2015 Actual	2016
Q1	306,169	287,431	340,287
Q2	354,179	342,854	343,723
Q3	392,233	443,404	407,102
Q4	344,555	367,573	342,593

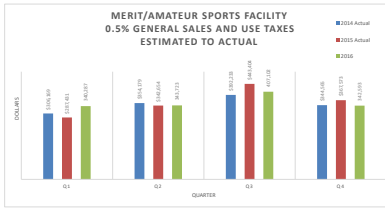


Table 3. 1.5% Total Lodging and Food and Beverage Taxes

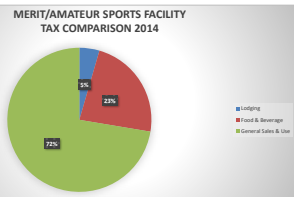
DATE	2014			2015			2016			2015 to 2016 DIFF QTR	2015 to 2016 DIFF QTR % CHANGE
	1.5% LODGING FOODBEV TAX	2014	2015	1.5% LODGING FOODBEV TAX	2014	2015	1.5% LODGING FOODBEV TAX	2014	2015		
January	37,364	43,114	41,709	Q1	Q1	Q1	Q1				
February	37,555	42,124	41,958	Q1	Q1	Q1	Q1				
March	42,529	46,174	45,563	Q1	Q1	Q1	Q1				
April	42,191	43,675	47,892	Q2	Q2	Q2	Q2				
May	45,795	50,725	49,227	Q2	Q2	Q2	Q2				
June	43,370	49,406	48,609	Q2	Q2	Q2	Q2				
July	53,390	53,704	54,296	Q3	Q3	Q3	Q3				
August	49,011	49,322	49,603	Q3	Q3	Q3	Q3				
September	46,512	48,408	50,174	Q3	Q3	Q3	Q3				
October	47,923	48,647	50,700	Q4	Q4	Q4	Q4				
November	42,528	45,405	45,759	Q4	Q4	Q4	Q4				
December	49,303	65,108	43,668	Q4	Q4	Q4	Q4				
Subtotal	\$ 533,478	\$ 566,863	\$ 569,391					\$ 533,478	\$ 566,863	\$ 569,391	(2,523)

Table 4. 0.5% General Sales and Use Taxes

DATE	2014			2015			2016			2015 to 2016 DIFF QTR	2015 to 2016 DIFF QTR % CHANGE
	0.5% SALES TAX	2014	2015	0.5% SALES TAX	2014	2015	0.5% SALES TAX	2014	2015		
January	105,289	104,438	96,459	Q1	Q1	Q1	Q1				
February	95,279	78,797	123,855	Q1	Q1	Q1	Q1				
March	105,602	104,198	119,973	Q1	Q1	Q1	Q1				
April	106,730	106,742	112,180	Q2	Q2	Q2	Q2				
May	125,095	125,104	120,820	Q2	Q2	Q2	Q2				
June	119,353	107,718	110,720	Q2	Q2	Q2	Q2				
July	142,857	188,884	157,453	Q3	Q3	Q3	Q3				
August	123,839	126,262	115,150	Q3	Q3	Q3	Q3				
September	125,737	128,249	131,499	Q3	Q3	Q3	Q3				
October	109,979	114,083	108,718	Q4	Q4	Q4	Q4				
November	110,037	114,072	113,384	Q4	Q4	Q4	Q4				
December	171,548	186,418	120,495	Q4	Q4	Q4	Q4				
Subtotal	\$ 1,397,146	\$ 1,441,063	\$ 1,433,705					\$ 1,397,146	\$ 1,441,063	\$ 1,433,705	(7,350)

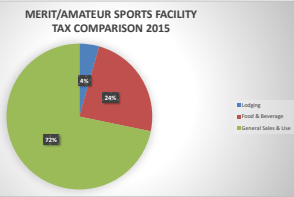
2014

Lodging	86,659.44
Food & Beverage	466,616.00
General Sales & Use	1,397,145.74



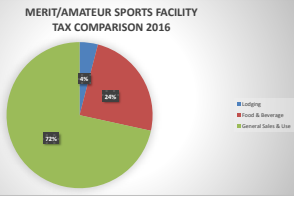
2015

Lodging	88,127
Food & Beverage	478,736
General Sales & Use	1,441,063



2016

Lodging	81,261
Food & Beverage	488,130
General Sales & Use	1,433,705



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Quarter	2014 Actual	2015 Actual	2016 Actual	2017
Q1	17,749	17,726	15,644	17,624
Q2	23,101	24,454	22,185	20,867
Q3	26,316	27,782	24,742	23,638
Q4	19,694	18,165	18,690	18,801

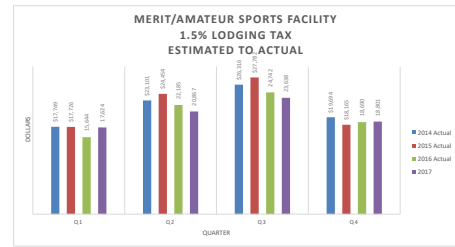


Table 1. 1.5% Lodging Taxes.

DATE	2014		2015		2016		2017		2014	2015	2016	2017	2016 to 2017 DIFF QTR ACTUAL TO EST	2016 to 2017 DIFF QTR % CHANGE ACTUAL TO EST
	LOGGING TAX	1.5%	LOGGING TAX	1.5%	LOGGING TAX	1.5%	LOGGING TAX	1.5%						
January	5,917	6,435	5,164	7,201										
February	6,861	8,821	5,285	4,288										
March	5,770	5,370	5,195	6,125										
April	6,941	4,420	6,288	6,284										
May	7,506	9,325	6,917	6,388										
June	8,654	10,709	8,980	8,185										
July	9,991	10,330	9,154	7,157										
August	8,548	8,762	7,405	7,180										
September	7,777	8,690	8,203	9,301										
October	8,123	7,601	8,559	8,318										
November	5,804	5,669	5,969	6,818										
December	5,767	4,895	4,162	3,665										
Subtotal	\$ 86,859	\$ 88,127	\$ 81,261	\$ 80,930	\$ 86,859	\$ 88,127	\$ 81,261	\$ 80,930					111	1%

Quarter	2014 Actual	2015 Actual	2016 Actual	2017
Q1	99,700	113,686	113,612	119,277
Q2	108,255	119,352	123,543	123,634
Q3	122,597	124,702	129,537	131,273
Q4	116,064	120,996	121,438	128,321

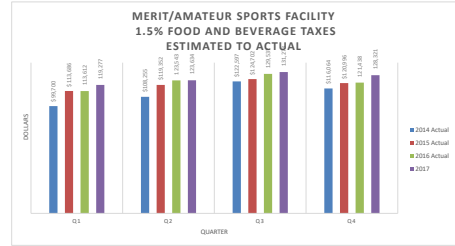


Table 2. 1.5% Food and Beverage Taxes.

DATE	2014		2015		2016		2017		2014	2015	2016	2017	2016 to 2017 DIFF QTR ACTUAL TO EST	2016 to 2017 DIFF QTR % CHANGE ACTUAL TO EST
	FOOD/BEV TAX	1.5%	FOOD/BEV TAX	1.5%	FOOD/BEV TAX	1.5%	FOOD/BEV TAX	1.5%						
January	31,447	36,679	35,545	38,404										
February	31,494	36,203	36,699	36,473										
March	38,759	40,804	40,368	44,380										
April	35,250	41,864	41,864	44,811										
May	38,289	41,400	42,310	41,873										
June	34,716	38,697	39,629	40,422										
July	43,389	43,374	45,162	44,591										
August	40,463	40,560	42,404	43,253										
September	38,735	40,768	41,971	43,029										
October	39,800	41,046	42,141	44,965										
November	36,724	39,736	39,790	40,762										
December	39,540	40,214	39,507	42,694										
Subtotal	\$ 446,616	\$ 478,736	\$ 488,130	\$ 502,505	\$ 446,616	\$ 478,736	\$ 488,130	\$ 502,505					14,375	3%

Quarter	2014 Actual	2015 Actual	2016 Actual	2017
Q1	306,169	297,431	340,287	190,723
Q2	354,179	342,654	343,723	255,418
Q3	392,233	443,404	407,102	425,057
Q4	344,565	387,573	342,593	357,446

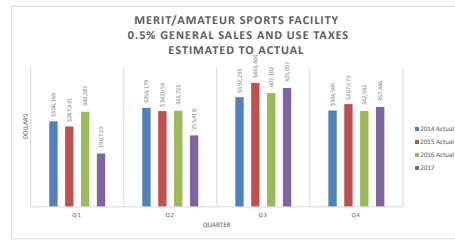


Table 3. 1.5% Total Lodging and Food and Beverage Taxes.

DATE	1.5% LODGING TAX		1.5% LODGING FOOD/BEV TAX		1.5% LODGING FOOD/BEV TAX		1.5% LODGING FOOD/BEV TAX		2014	2015	2016	2017	2016 to 2017 DIFF QTR ACTUAL TO EST	2016 to 2017 DIFF QTR % CHANGE ACTUAL TO EST
	LOGGING TAX	1.5%	LOGGING TAX	1.5%	LOGGING TAX	1.5%	LOGGING TAX	1.5%						
January	37,364	43,114	41,709	45,625										
February	37,555	42,124	41,984	40,771										
March	42,529	46,174	45,563	50,505										
April	42,191	43,675	47,852	47,623										
May	45,795	50,725	49,227	48,271										
June	43,370	49,406	48,609	48,607										
July	53,390	53,704	54,296	52,148										
August	49,011	49,322	49,808	50,433										
September	46,512	49,458	50,174	52,300										
October	47,923	48,647	50,700	53,163										
November	42,528	45,405	45,759	47,580										
December	45,307	45,109	43,689	46,359										
Subtotal	\$ 533,475	\$ 568,863	\$ 569,391	\$ 583,435	\$ 533,475	\$ 568,863	\$ 569,391	\$ 583,435					14,043	2%

	Lodging	Food & Beverage	General Sales & Use
2014	86,859.44	446,616.00	1,997,145.74
2015	88,127.00	478,736.00	1,441,062.79
2016	81,261.21	488,130.00	1,433,705.00
2017	80,929.52	502,505.00	1,228,644.00

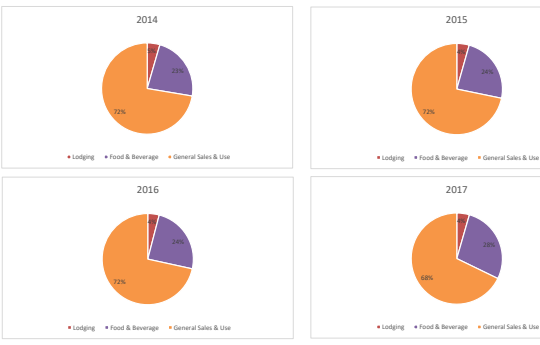


Table 4. 0.5% General Sales and Use Taxes.

DATE	2014		2015		2016		2017		2014	2015	2016	2017	2016 to 2017 DIFF QTR ACTUAL TO EST	2016 to 2017 DIFF QTR % CHANGE ACTUAL TO EST
	SALES TAX	0.5%	SALES TAX	0.5%	SALES TAX	0.5%	SALES TAX	0.5%						
January	105,289	104,438	96,469	71,576										
February	95,279	78,797	123,855	63,527										
March	105,602	104,196	119,973	55,620										
April	106,730	106,742	112,160	58,861										
May	128,096	128,194	120,823	95,476										
June	119,353	107,718	110,720	101,281										
July	142,857	188,894	157,453	147,222										
August	123,639	126,262	118,150	136,759										
September	125,737	128,249	131,499	141,076										
October	109,979	114,063	108,716	108,204										
November	110,037	114,072	113,384	112,522										
December	124,549	139,418	120,463	136,320										
Subtotal	\$ 1,387,146	\$ 1,441,063	\$ 1,433,705	\$ 1,228,644	\$ 1,387,146	\$ 1,441,063	\$ 1,433,705	\$ 1,228,644					(205,061)	-14%

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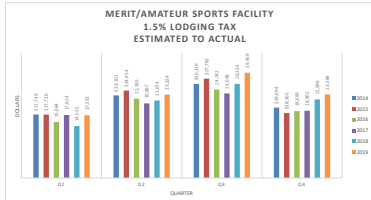


Table 1. 1.5% Lodging Taxes

DATE	2014 1.5% LODGING TAX	2015 1.5% LODGING TAX	2016 1.5% LODGING TAX	2017 1.5% LODGING TAX	2018 1.5% LODGING TAX	2019 1.5% LODGING TAX	2014	2015	2016	2017	2018	2019	2018 to 2019 DIFF QTR ACTUAL TO EST	2018 to 2019 DIFF QTR % CHANGE ACTUAL TO EST
January	5,917	6,435	5,164	7,201	6,364	5,077								
February	6,061	5,921	5,285	4,298	2,552	6,085	Q1	Q1	Q1	Q1	Q1	Q1		
March	5,770	5,370	5,195	6,125	6,609	5,940	Q1	Q1	Q1	Q1	Q1	Q1	3,002	21%
April	6,941	4,420	6,288	6,284	6,490	6,429								
May	7,268	9,325	6,917	6,398	6,903	6,211	Q2	Q2	Q2	Q2	Q2	Q2		
June	8,654	10,709	8,980	8,185	8,281	8,644	Q2	Q2	Q2	Q2	Q2	Q2	1,650	8%
July	9,991	10,330	9,134	7,157	9,177	10,005	Q3	Q3	Q3	Q3	Q3	Q3		
August	8,548	8,782	7,405	7,190	8,961	10,365	Q3	Q3	Q3	Q3	Q3	Q3		
September	7,777	8,690	8,203	9,301	8,206	9,969	Q4	Q4	Q4	Q4	Q4	Q4	3,137	17%
October	8,153	7,601	6,559	6,318	6,956	8,203	Q4	Q4	Q4	Q4	Q4	Q4	1,388	6%
November	5,804	5,669	5,969	6,818	7,984	8,545								
December	5,267	4,695	4,162	3,665	5,645	45,927	Q4	Q4	Q4	Q4	Q4	Q4	1,388	6%
Subtotal	\$ 85,859	\$ 88,127	\$ 81,881	\$ 80,930	\$ 84,513	\$ 83,699	\$ 85,859	\$ 88,127	\$ 81,881	\$ 80,930	\$ 84,513	\$ 83,699	\$ 818	1%

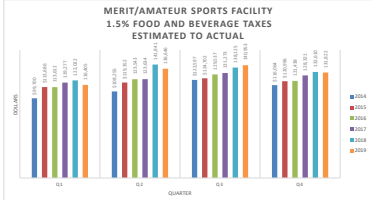


Table 2. 1.5% Food and Beverage Taxes

DATE	2014 1.5% FOOD&BEV TAX	2015 1.5% FOOD&BEV TAX	2016 1.5% FOOD&BEV TAX	2017 1.5% FOOD&BEV TAX	2018 1.5% FOOD&BEV TAX	2019 1.5% FOOD&BEV TAX	2014	2015	2016	2017	2018	2019	2018 to 2019 DIFF QTR ACTUAL TO EST	2018 to 2019 DIFF QTR % CHANGE ACTUAL TO EST
January	31,447	36,679	36,545	38,424	39,808	38,214								
February	31,484	36,203	36,699	36,473	37,435	38,377	Q1	Q1	Q1	Q1	Q1	Q1		
March	38,759	40,804	40,368	44,380	44,781	44,904	Q1	Q1	Q1	Q1	Q1	Q1	116,405	6%
April	35,250	39,255	41,654	41,339	40,534	43,656								
May	38,289	41,400	42,310	41,873	45,790	50,582	Q2	Q2	Q2	Q2	Q2	Q2		
June	34,718	38,697	38,620	40,422	45,408	48,255	Q2	Q2	Q2	Q2	Q2	Q2	1,866	4%
July	43,399	43,374	45,162	44,991	49,229	50,582	Q3	Q3	Q3	Q3	Q3	Q3		
August	40,463	40,560	42,404	43,263	46,862	46,976	Q3	Q3	Q3	Q3	Q3	Q3		
September	38,785	40,788	41,971	43,029	44,490	45,146	Q4	Q4	Q4	Q4	Q4	Q4	2,853	2%
October	39,800	41,046	42,141	44,885	47,152	45,756	Q4	Q4	Q4	Q4	Q4	Q4		
November	38,214	39,736	39,790	40,762	42,340	43,979	Q4	Q4	Q4	Q4	Q4	Q4		
December	39,590	40,214	39,507	42,684	44,187	44,187	Q4	Q4	Q4	Q4	Q4	Q4	1,781	1%
Subtotal	\$ 458,418	\$ 479,726	\$ 488,130	\$ 509,505	\$ 524,508	\$ 526,262	\$ 458,418	\$ 479,726	\$ 488,130	\$ 509,505	\$ 524,508	\$ 526,262	\$ 6,764	1%

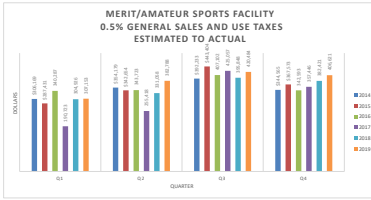


Table 3. 1.5% Total Lodging and Food and Beverage Taxes

DATE	2014 1.5% LODGING FOOD&BEV TAX	2015 1.5% LODGING FOOD&BEV TAX	2016 1.5% LODGING FOOD&BEV TAX	2017 1.5% LODGING FOOD&BEV TAX	2018 1.5% LODGING FOOD&BEV TAX	2019 1.5% LODGING FOOD&BEV TAX	2014	2015	2016	2017	2018	2019	2018 to 2019 DIFF QTR ACTUAL TO EST	2018 to 2019 DIFF QTR % CHANGE ACTUAL TO EST
January	37,364	43,114	41,709	45,625	46,170	41,721								
February	37,665	42,124	41,984	40,771	39,967	41,377	Q1	Q1	Q1	Q1	Q1	Q1		
March	42,629	46,174	45,963	50,505	50,390	50,844	Q1	Q1	Q1	Q1	Q1	Q1	133,037	2%
April	42,191	43,676	47,892	47,623	47,024	49,985								
May	45,795	50,725	49,227	48,271	52,693	58,833	Q2	Q2	Q2	Q2	Q2	Q2		
June	43,370	49,456	48,639	48,607	53,798	52,552	Q2	Q2	Q2	Q2	Q2	Q2	1,540	2%
July	53,390	53,704	54,296	52,148	57,000	59,234	Q3	Q3	Q3	Q3	Q3	Q3		
August	49,011	49,222	49,609	50,433	54,003	56,960	Q3	Q3	Q3	Q3	Q3	Q3		
September	46,512	49,468	50,174	52,390	52,946	54,216	Q4	Q4	Q4	Q4	Q4	Q4	4,951	4%
October	47,923	48,647	50,700	53,183	56,678	54,959	Q4	Q4	Q4	Q4	Q4	Q4		
November	42,928	45,405	45,790	47,580	49,094	49,863	Q4	Q4	Q4	Q4	Q4	Q4		
December	45,307	46,509	43,699	46,359	48,834	49,384	Q4	Q4	Q4	Q4	Q4	Q4	600	0%
Subtotal	\$ 533,478	\$ 566,963	\$ 569,391	\$ 603,435	\$ 619,117	\$ 619,920	\$ 533,478	\$ 566,963	\$ 569,391	\$ 603,435	\$ 619,117	\$ 619,920	\$ 492	0%

Table 4. 0.5% General Sales and Use Taxes

DATE	2014 0.5% SALES TAX	2015 0.5% SALES TAX	2016 0.5% SALES TAX	2017 0.5% SALES TAX	2018 0.5% SALES TAX	2019 0.5% SALES TAX	2014	2015	2016	2017	2018	2019	2018 to 2019 DIFF QTR ACTUAL TO EST	2018 to 2019 DIFF QTR % CHANGE ACTUAL TO EST
January	105,269	104,438	96,469	71,576	100,372	96,161								
February	95,279	78,797	123,855	63,527	90,667	90,402	Q1	Q1	Q1	Q1	Q1	Q1		
March	105,602	104,196	119,973	55,620	111,887	120,590	Q1	Q1	Q1	Q1	Q1	Q1	3,999	1%
April	108,730	107,142	112,180	58,661	102,073	121,987								
May	128,098	128,154	120,823	95,476	126,904	134,791	Q2	Q2	Q2	Q2	Q2	Q2		
June	119,363	107,718	110,720	101,281	102,061	104,975	Q2	Q2	Q2	Q2	Q2	Q2	5,733	10%
July	142,857	188,894	157,453	147,222	151,803	145,524	Q3	Q3	Q3	Q3	Q3	Q3		
August	123,659	129,262	118,150	126,760	126,104	139,736	Q3	Q3	Q3	Q3	Q3	Q3		
September	125,737	128,249	131,499	141,076	135,224	138,244	Q4	Q4	Q4	Q4	Q4	Q4	24,638	6%
October	129,979	114,653	108,746	108,204	126,108	135,823	Q4	Q4	Q4	Q4	Q4	Q4		
November	110,037	114,072	113,384	112,922	127,601	127,601	Q4	Q4	Q4	Q4	Q4	Q4		
December	124,649	139,418	120,483	136,200	129,709	143,195	Q4	Q4	Q4	Q4	Q4	Q4	24,200	6%
Subtotal	\$ 1,487,458	\$ 1,441,968	\$ 1,433,706	\$ 1,298,644	\$ 1,414,266	\$ 1,402,165	\$ 1,487,458	\$ 1,441,968	\$ 1,433,706	\$ 1,298,644	\$ 1,414,266	\$ 1,402,165	\$ 12,101	1%



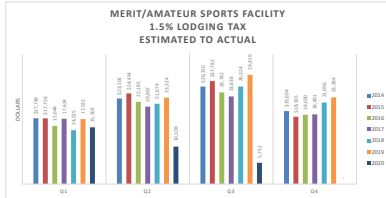


Table 1. 1.5% Lodging Taxes

DATE	2014		2015		2016		2017		2018		2019		2020		2019 to 2020 DIFF QTR	2019 to 2020 DIFF QTR % CHANGE			
	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL					
January	5,917	6,430	5,164	7,201	6,384	6,507	5,512	6,005	5,914	6,005	5,914	6,005	5,914	6,005	01	01			
February	6,061	5,921	5,285	4,298	4,298	4,298	4,298	4,298	4,298	4,298	4,298	4,298	4,298	4,298	01	01			
March	5,770	5,370	5,195	6,125	5,609	5,940	3,874	4,429	2,162	17,749	17,726	15,644	17,624	14,026	17,632	15,304	(2,228)	-13%	
April	6,041	4,420	6,288	6,284	6,460	6,429	2,162	2,930	2,930	02	02	02	02	02	02	02	02	02	02
May	7,506	9,325	6,917	6,398	6,903	8,251	2,930	8,251	2,930	02	02	02	02	02	02	02	02	02	02
June	8,654	10,739	8,926	8,164	8,281	8,644	5,026	5,752	5,752	19,101	14,811	12,815	13,871	14,811	13,871	10,416	(3,455)	-33%	
July	9,991	10,330	9,134	7,157	9,177	10,005	5,752	10,005	5,752	03	03	03	03	03	03	03	03	03	03
August	8,948	8,762	7,405	7,180	8,841	10,385	8,841	10,385	8,841	03	03	03	03	03	03	03	03	03	03
September	7,777	8,690	8,203	9,301	8,206	9,059	9,059	9,059	9,059	03	03	03	03	03	03	03	03	03	03
October	8,123	7,601	8,559	8,318	8,456	9,203	8,456	9,203	8,456	04	04	04	04	04	04	04	04	04	04
November	6,904	6,669	6,969	6,614	6,644	7,084	7,084	7,084	7,084	04	04	04	04	04	04	04	04	04	04
December	5,767	4,895	4,162	3,656	4,162	4,162	4,162	4,162	4,162	18,684	18,165	18,680	18,681	21,986	23,384	11,164	(23,384)	-100%	
Subtotal	\$ 65,859	\$ 63,127	\$ 61,201	\$ 60,501	\$ 64,511	\$ 63,691	\$ 61,164	\$ 65,859	\$ 63,127	\$ 65,859	\$ 63,127	\$ 61,201	\$ 60,501	\$ 64,511	\$ 63,691	\$ 61,164	\$ 65,859	\$ 63,127	\$ 61,201

256.31425

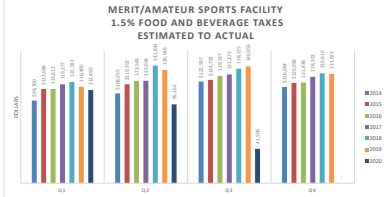


Table 2. 1.5% Food and Beverage Taxes

DATE	2014		2015		2016		2017		2018		2019		2020		2019 to 2020 DIFF QTR	2019 to 2020 DIFF QTR % CHANGE							
	FOOD&BEV TAX	ACTUAL	FOOD&BEV TAX	ACTUAL	FOOD&BEV TAX	ACTUAL	FOOD&BEV TAX	ACTUAL	FOOD&BEV TAX	ACTUAL	FOOD&BEV TAX	ACTUAL	FOOD&BEV TAX	ACTUAL									
January	31,447	36,879	36,240	38,424	39,888	36,214	38,004	36,214	38,004	36,214	38,004	36,214	38,004	36,214	38,004	01	01						
February	31,494	36,203	36,699	36,473	37,435	35,287	40,188	39,700	113,686	113,612	119,277	122,022	116,405	112,490	(3,915)	-3%							
March	36,759	40,804	40,368	44,380	44,791	44,904	33,708	38,289	41,400	42,310	41,873	45,790	50,582	32,216	02	02							
April	29,250	39,265	41,604	41,339	40,534	42,540	43,469	24,716	26,697	29,629	40,422	55,517	43,469	37,006	109,295	119,262	123,523	123,624	141,811	136,606	95,322	(41,484)	-30%
May	38,289	41,400	42,310	41,873	45,790	50,582	32,216	43,399	43,374	45,162	44,991	47,823	49,229	44,508	02	02							
June	24,716	26,697	29,629	40,422	55,517	43,469	37,006	40,453	40,560	42,404	43,253	45,862	46,575	44,549	122,697	124,792	129,537	131,273	138,105	140,263	41,508	(99,445)	-71%
July	43,399	43,374	45,162	44,991	47,823	49,229	44,508	48,011	48,322	49,809	50,433	54,803	56,900	56,900	03	03							
August	40,453	40,560	42,404	43,253	45,862	46,575	44,549	46,012	46,458	50,174	52,330	52,646	54,218	54,218	03	03							
September	39,735	43,847	45,197	45,309	46,448	45,559	45,559	45,559	45,559	45,559	45,559	45,559	45,559	45,559	03	03							
October	39,800	41,046	42,141	44,965	47,182	45,756	45,756	45,756	45,756	45,756	45,756	45,756	45,756	45,756	04	04							
November	36,724	43,726	39,790	40,762	42,240	41,879	41,879	41,879	41,879	41,879	41,879	41,879	41,879	41,879	04	04							
December	39,540	39,214	39,507	42,624	43,188	44,187	44,187	44,187	44,187	116,064	109,296	121,438	138,241	132,610	131,892	(6,718)	(111,922)	-100%					
Subtotal	\$ 446,616	\$ 479,726	\$ 498,120	\$ 509,501	\$ 543,691	\$ 549,291	\$ 519,164	\$ 546,926	\$ 519,164	\$ 546,926	\$ 519,164	\$ 509,292	\$ 518,693	\$ 526,683	\$ 519,164	\$ 509,292	\$ 518,693	\$ 526,683	\$ 519,164				

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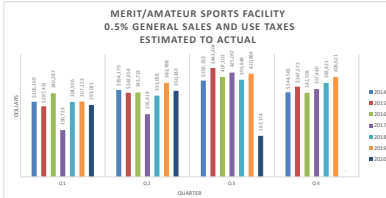


Table 3. 0.5% Total Lodging and Food and Beverage Taxes

DATE	2014		2015		2016		2017		2018		2019		2020		2019 to 2020 DIFF QTR	2019 to 2020 DIFF QTR % CHANGE							
	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL	LODGING TAX	ACTUAL									
January	31,447	43,114	41,709	46,625	46,170	41,721	44,106	39,888	36,214	41,721	44,106	41,721	44,106	41,721	44,106	01	01						
February	31,494	42,124	41,984	40,771	39,887	41,332	46,106	31,494	36,203	36,699	36,473	37,435	35,287	40,188	39,700	113,686	113,612	119,277	122,022	116,405	112,490	(3,915)	
March	42,529	48,174	45,563	50,505	50,390	50,844	39,594	42,529	48,174	45,563	47,823	49,085	38,092	38,092	02	02							
April	42,191	43,675	47,892	47,623	47,024	48,085	38,092	42,191	43,675	47,892	47,623	47,024	48,085	38,092	02	02							
May	45,795	50,725	49,227	49,271	52,693	55,853	35,146	45,795	50,725	49,227	49,271	52,693	55,853	35,146	02	02							
June	43,370	49,406	48,609	48,607	63,798	50,582	42,032	43,370	49,406	48,609	48,607	63,798	50,582	42,032	131,356	143,806	145,728	144,501	163,515	159,970	105,270	(54,700)	-34%
July	50,390	53,704	54,286	52,146	57,000	62,244	47,200	50,390	53,704	54,286	52,146	57,000	62,244	47,200	03	03							
August	49,011	48,322	49,809	50,433	54,803	56,900	56,900	49,011	48,322	49,809	50,433	54,803	56,900	56,900	03	03							
September	46,012	46,458	50,174	52,330	52,646	54,218	54,218	46,012	46,458	50,174	52,330	52,646	54,218	54,218	149,913	152,484	154,273	154,911	168,449	170,412	47,200	(123,151)	-72%
October	39,800	41,046	42,141	44,965	47,182	45,756	45,756	39,800	41,046	42,141	44,965	47,182	45,756	45,756	119,738	119,161	140,263	142,122	154,606	155,206	155,206	(155,206)	-100%
November	42,528	45,405	46,759	47,580	49,004	49,863	49,863	42,528	45,405	46,759	47,580	49,004	49,863	49,863	04	04							
December	43,370	43,669	43,669	46,263	48,844	49,844	49,844	43,370	43,669	43,669	43,669	43,669	43,669	43,669	116,064	109,296	121,438	138,241	132,610	131,892	(6,718)	(111,922)	-100%
Subtotal	\$ 533,476	\$ 569,861	\$ 569,361	\$ 583,431	\$ 619,117	\$ 619,524	\$ 599,324	\$ 533,476	\$ 569,861	\$ 569,361	\$ 583,431	\$ 619,117	\$ 619,524	\$ 599,324	\$ 533,476	\$ 569,861	\$ 569,361	\$ 583,431	\$ 619,117				

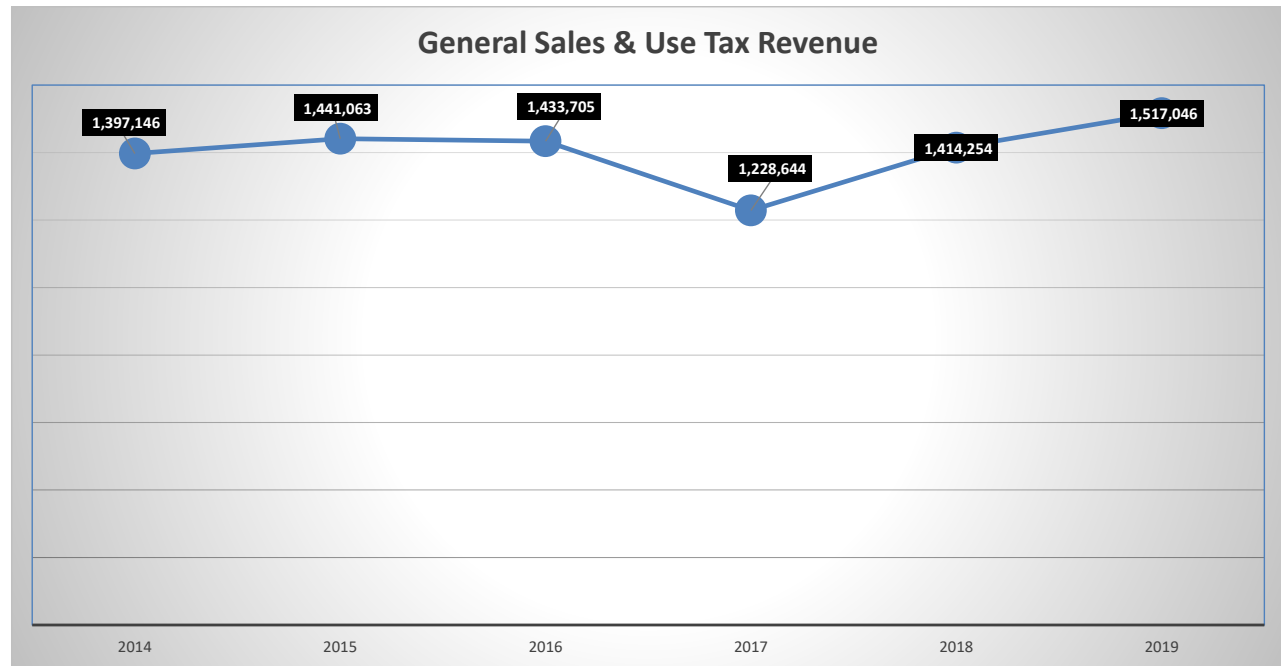
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Table 4. 0.5% General Sales and Use Taxes

DATE	2014		2015		2016		2017		2018		2019		2020		2019 to 2020 DIFF QTR	2019 to 2020 DIFF QTR % CHANGE							
	SALES TAX	ACTUAL	SALES TAX	ACTUAL	SALES TAX	ACTUAL	SALES TAX	ACTUAL	SALES TAX	ACTUAL	SALES TAX	ACTUAL	SALES TAX	ACTUAL									
January	105,289	104,438	106,459	117,617	100,372	96,161	110,927	96,161	104,438	106,459	117,617	100,372	96,161	110,927	01	01							
February	95,279	78,797	123,855	63,527	92,667	90,402	87,812	95,279	78,797	123,855	63,527	92,667	90,402	87,812	305,169	287,451	342,957	300,293	304,508	307,163	303,031	(14,121)	-5%
March	106,730	106,742	112,180	58,661	102,073	121,987	99,919	106,730	106,742	112,180	58,661	102,073	121,987	99,919	02	02							
April	125,096	125,194	120,823	95,471	120,904	134,791	140,226	125,096	125,194	120,823	95,471	120,904	134,791	140,226	02	02							
May	119,353	107,718	110,720	101,281	102,081	126,910	111,189	119,353	107,718	110,720	101,281	102,081	126,910	111,189	354,179	342,654	343,723	295,418	331,028	382,788	350,433	(32,355)	-8%
June	142,857	188,894	157,453	147,222	151,803	145,524	167,174	142,857	188,894	157,453	147,222	151,803	145,524	167,174	03	03							
July	123,633	126,262	118,150	136,759	125,104	139,756	139,756	123,633	126,262	118,150	136,759	125,104	139,756	139,756	392,23								

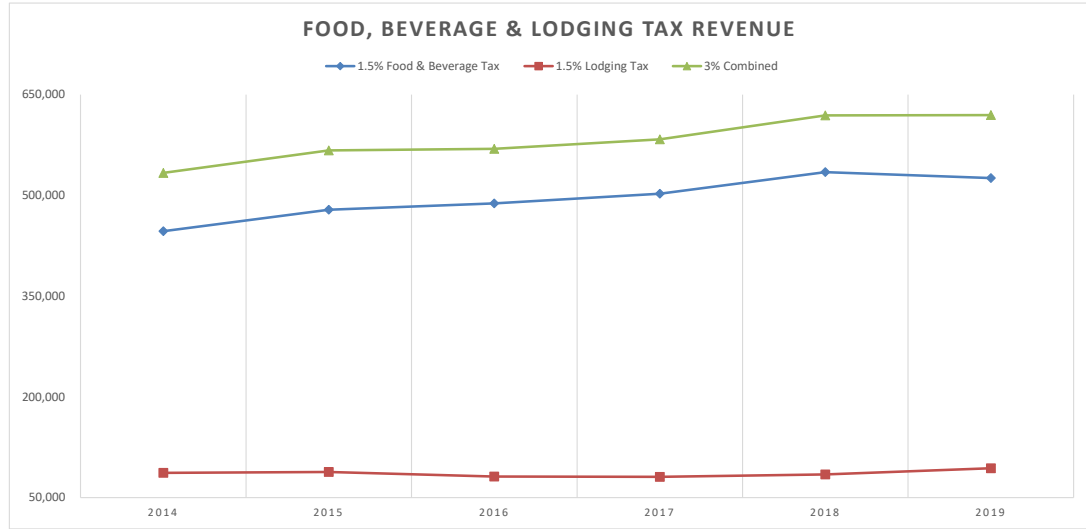
0.5% General Sales & Use Tax

2014	1,397,146
2015	1,441,063
2016	1,433,705
2017	1,228,644
2018	1,414,254
2019	1,517,046
2020	

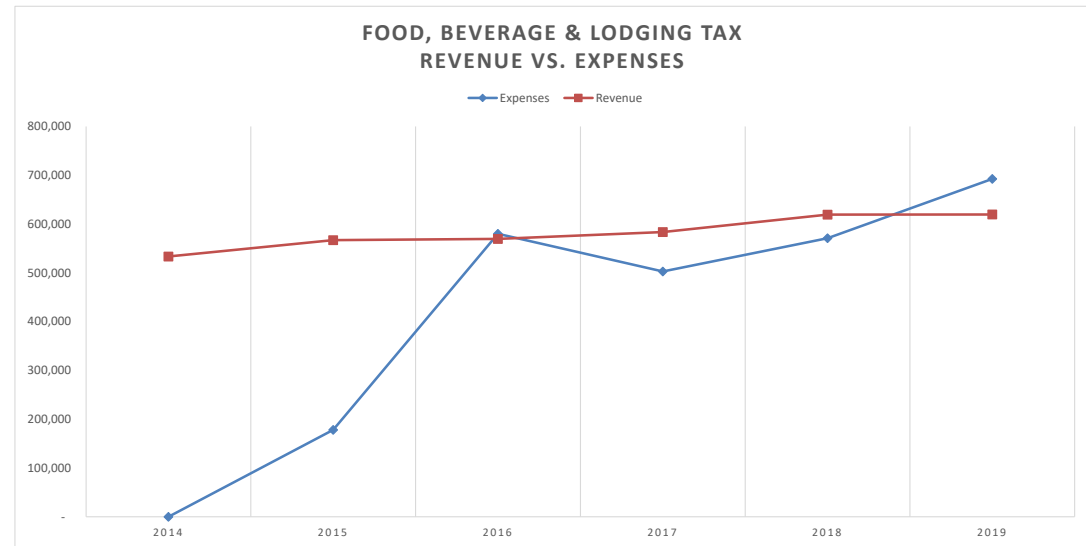


2017: There was a \$134,755 overpayment paid back to Marshall businesses.

	1.5% Food & Beverage Tax	1.5% Lodging Tax	3% Combined
2014	446,616	86,859	533,475
2015	478,736	88,127	566,863
2016	488,130	81,261	569,391
2017	502,505	80,930	583,435
2018	534,598	84,518	619,116
2019	525,826	93,699	619,525
2020			



	Expenses	Revenue
2014	-	533,475
2015	178,200	566,863
2016	580,058	569,391
2017	502,583	583,435
2018	570,891	619,116
2019	692,500	619,525
2020		





CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Purchase of tactical rescue equipment for the Marshall Fire Department
Background Information:	<p>The City of Marshall's fire service responds to a variety of emergency situations that can be presented in many different ways. As more demands are put on our fire services, it is important that they are prepared to respond to these incidents within our community and surrounding area. The Marshall Fire Department has been planning and preparing to have a designated Tactical Rescue Team within our own department. The Tactical Rescue Team would respond and provide scene management in structural collapse, rope rescue, confined space search and rescue, and other critical events where their skills can be utilized.</p> <p>In prior years, our department relied on the response from a Tactical Rescue Team located in the Granite Falls area to respond if needed. This Tactical Rescue Team has disbanded and is no longer available. This loss combined with the time it would take for others to respond makes our leadership, training and need for equipment in this area of response highly important.</p> <p>In the 2020 Capital Improvement Plan, \$20,000 dollars had been budgeted for equipment needed to begin the specialized training for our firefighters selected to be part of this response team. This team would receive training and would be expected to maintain proficiency with these specialized skills and equipment.</p> <p>The quote received from ALEX Air Apparatus for the needed equipment for the Tactical Rescue Team is \$6,065.61. The addition of a Tactical Rescue Team with the Marshall Fire Department will be an asset to our community and surrounding area.</p>
Fiscal Impact:	\$6,065.61
Alternative/ Variations:	
Recommendations:	Consider the approval for the purchase of equipment from ALEX Air Apparatus for \$6,065.61.



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: info@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
9/3/2020	

BILL TO
Marshall Fire and Rescue

SHIP TO

S.O. #	Promise Date	Terms	Sales Rep

P.O.#	QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
	2		BL022R	CMC MPD Multi purpose device	\$822.95	\$1,645.90
	3		BG270	CMC pro series anchor straps (MED)	\$58.95	\$176.85
	3		AZ580	CMC pro series anchor straps (LARGE))	\$60.24	\$180.72
	6		BA080	CMC Edge Pad	\$52.95	\$317.70
	2		AW214	CMC Anchor Plate	\$67.95	\$135.90
	2		BG269	CMC Load Release straps	\$71.95	\$143.90
	2		BL803	CMC Aztec Pro series System	\$474.95	\$949.90
	2		BN713	CMC SafeGuard Rope Protector	\$34.95	\$69.90
	1		202404	CMC Victim chest harness	\$138.00	\$138.00
	2		201106	CMC Pick off Strap	\$56.00	\$112.00
	1		807446	Rescue Tech Large Equipment Bag	\$89.14	\$89.14
	1		5158000OR	Rescue Tech 150'x 1/2" rope (orange) \$1.40/ft	\$210.00	\$210.00
	1		5158000RD	Rescue Tech 150'x 1/2" rope (RED) \$1.40/ft	\$210.00	\$210.00
	1		5158000Y	Rescue Tech 200'x 1/2" rope (yellow) \$1.40/ft	\$280.00	\$280.00
	1		5158000GRN	Rescue Tech 200'x 1/2" rope (green) \$1.40/ft	\$280.00	\$280.00
	1		801315	Rescue Tech meduim rope bag (Green)	\$42.00	\$42.00
	1		801514	Rescue Tech meduim rope bag (RED)	\$42.00	\$42.00
	1		5098000BK	Rescue Tech Black 8mm prusik cord \$.71/ft		
	4		20141121220	Rescue Tech Screwgate Steel carabiner	\$20.00	\$80.00
	2		243818165	Rescue Tech Anchor Plate	\$122.00	\$244.00
	2		601102	Rescue Tech Brake Bar Rack	\$68.50	\$137.00
	3		61082104	Rescue Tech 2" single pulley	\$41.00	\$123.00

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

*THIS IS NOT AN INVOICE

SHIPPING:

Tax Rate

SUB: \$5,607.91

TAX:

TOTAL: \$5,607.91

 Authorized Signature of Approval



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z83: James Avenue/Camden Drive 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>This project consists of the following: Reconstruction and utility replacement on James Avenue from the intersection of Camden Drive and James Avenue to the intersection of South 4th Street and James Avenue and on Camden Drive from the intersection of Camden Drive and James Avenue to the intersection of Camden Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on James Avenue. Storm sewer catch basin replacement on Camden Drive. This project will include new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 7' sidewalk on both sides of James Avenue. Also included will be new pavement on Camden Drive. This project will also include replacement of storm sewer from Camden Drive to the outfall at the Redwood River, including outfall improvements.</p>
Fiscal Impact:	<p>The project is identified in the City Capital Improvement Plan (CIP) for 2021.</p> <p>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.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER XXXX, SECOND SERIES, which is the "Resolution Ordering Preparation of Report on Improvement" for Project Z83: James Avenue/Camden Drive Reconstruction Project.

**RESOLUTION NUMBER _____, SECOND SERIES
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 Z83: James Avenue/Camden Drive Reconstruction Project – This project consists of the following: Reconstruction and utility replacement on James Avenue from the intersection of Camden Drive and James Avenue to the intersection of South 4th Street and James Avenue and on Camden Drive from the intersection of Camden Drive and James Avenue to the intersection of Camden Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on James Avenue. Storm sewer catch basin replacement on Camden Drive. This project will include new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 7' sidewalk on both sides of James Avenue. Also included will be new pavement on Camden Drive. This project will also include replacement of storm sewer from Camden Drive to the outfall at the Redwood River, including outfall improvements.

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.

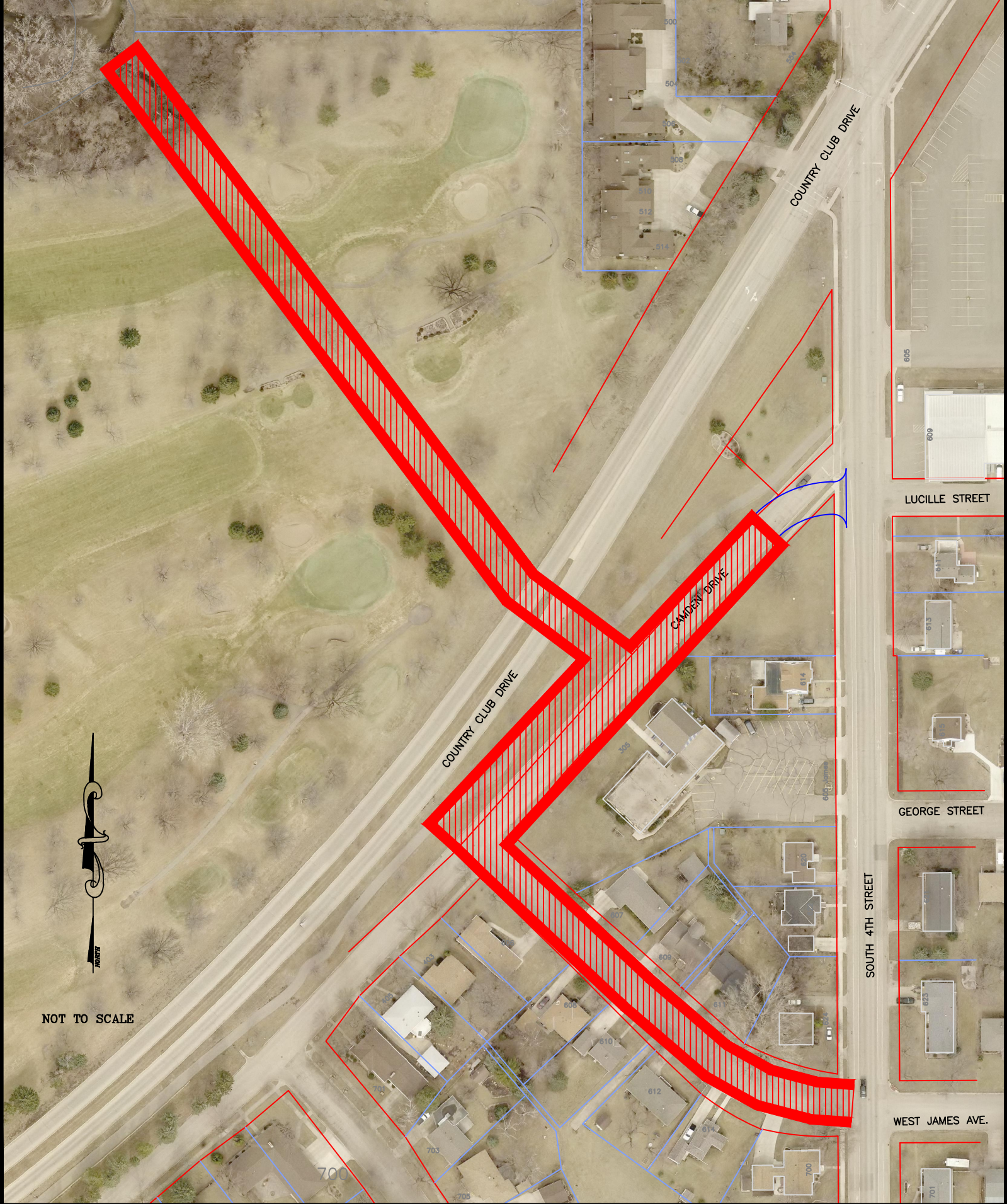
Passed and adopted by the Council this 13th day of October, 2020.

Mayor

ATTEST:

City Clerk

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



NOT TO SCALE

Item 19.  **ENGINEERING DEPARTMENT**
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Project Limits

James Ave. Reconstruction

DATE
09/21/2020

DESIGNED BY
DRAWN BY GJS
CHECKED BY

PROJECT NO.
783

Page 161
01 OF 01



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Y71: North Bruce Street/Skunk Hollow Road Reconstruction Project
Background Information:	<p>City Public Works staff continually receives complaints from the residents that live along North Bruce Street (Skunk Hollow Road) between County Road 35 and the city bike trail crossing north of Emerald Court. The residents complain about the dust, the ‘wash boarding’ of the street surface, and the general lack of acceptable maintenance from their view in light of the level of traffic.</p> <p>For background, Skunk Hollow Road used to be County Road 67, a route on the County State Aid Highway System. In 1996, the County relinquished control of the street to the City as a “County Road Turnback”. Therefore, the city assumed ownership of the right of way and the street and the segment was added to our Municipal State Aid System mileage. As part of the process of relinquishing control of the roadway, Lyon County paid the city for the cost to resurface the roadway at that time. The thought process at the time was that the city would grow in this direction and it made more sense for the route to be operated by the city. As of December 2019, the city had \$125,711.13 in funds that can be spent on improving Skunk Hollow Road.</p> <p>Since construction of the levee to the south, the land north of the levee (which includes Skunk Hollow Road) is almost entirely located in the floodway or floodplain. Therefore, the property south of Skunk Hollow cannot be developed and the roadway is frequently under threat of flooding. The residents on the north side of Skunk Hollow Road are not located in city limits; the city limits terminate on the north side of the Skunk Hollow Road right of way. In 2011-2012, city staff and Council explored the option of relinquishing control of Skunk Hollow Road back to Lyon County. There were meetings involving city and county staff and officials. Eventually, it was decided that Skunk Hollow Road and the land to the south would remain in city limits and the street would remain under city control until a later date when the city would establish a new route that moved the alignment to follow a path straight south to Fairview Street. It was determined at that time that a project should be included in the 5 year CIP.</p> <p>It is now nearly 10 years later, and no movement has occurred with this project. The roadway surfacing of Skunk Hollow was ‘reclaimed’ in 2016 in lieu of completing an expensive surfacing project. This essentially turned the surface into a gravel road by mixing the bituminous millings into the gravel base. There has been no investment into the surface since this time, beyond regular blading of the surface and a few spot treatments of dust control products. There are roughly 500 vehicles per day that travel this route, and this level of traffic is quite high for a gravel road.</p>

We are at a point with this roadway where staff believes that some level of investment is required, and we are presenting those options along with this memorandum. Below, we've provided a cost summary table that identifies an initial cost and a 50 year cost to improve or realign the road. The numbers below are very preliminary numbers, but they do offer a starting point.

Treatment	Initial Construction Estimate	50-Year Cost
Cut 3" & Pave 5"	\$398,311.20	\$646,573.88
CSFDR & Seal Coat	\$256,825.33	\$632,413.74
Leave As-Is	\$0.00	\$720,812.49
Reconstruction	\$534,372.44	\$882,375.86
* Realignment (Adjacent to Levee)	\$720,450.50	\$1,061,766.91
* Realignment (South of Levee)	\$1,053,210.67	\$1,480,436.64

** Does not include ROW Acquisition*

Brief Description of the table above and some pros/cons to the options:

Cut 3", Pave 5": Create a 10 ton road design by cutting out 3" of existing surface and place 5" of new bituminous mix.

CSFDR & Seal: Blend cementitious material into the base material and seal coat the surface. This may not be the best option for this route due to high traffic volumes.

Leave As-Is: Long term costs include adding gravel, blading, and dust control costs. The surface will need gravel very soon, at an approximate cost of \$30,000 per application.

Reconstruction: Reconstruct the roadway section along its current alignment.

Realignment Options: Costs to realign the roadway, not including utility work and potential right of way acquisition costs.

Continue to operate as gravel road

Pros: -Low initial cost
 -Maintain direct north to south connection between CR33 and MN19/College Drive

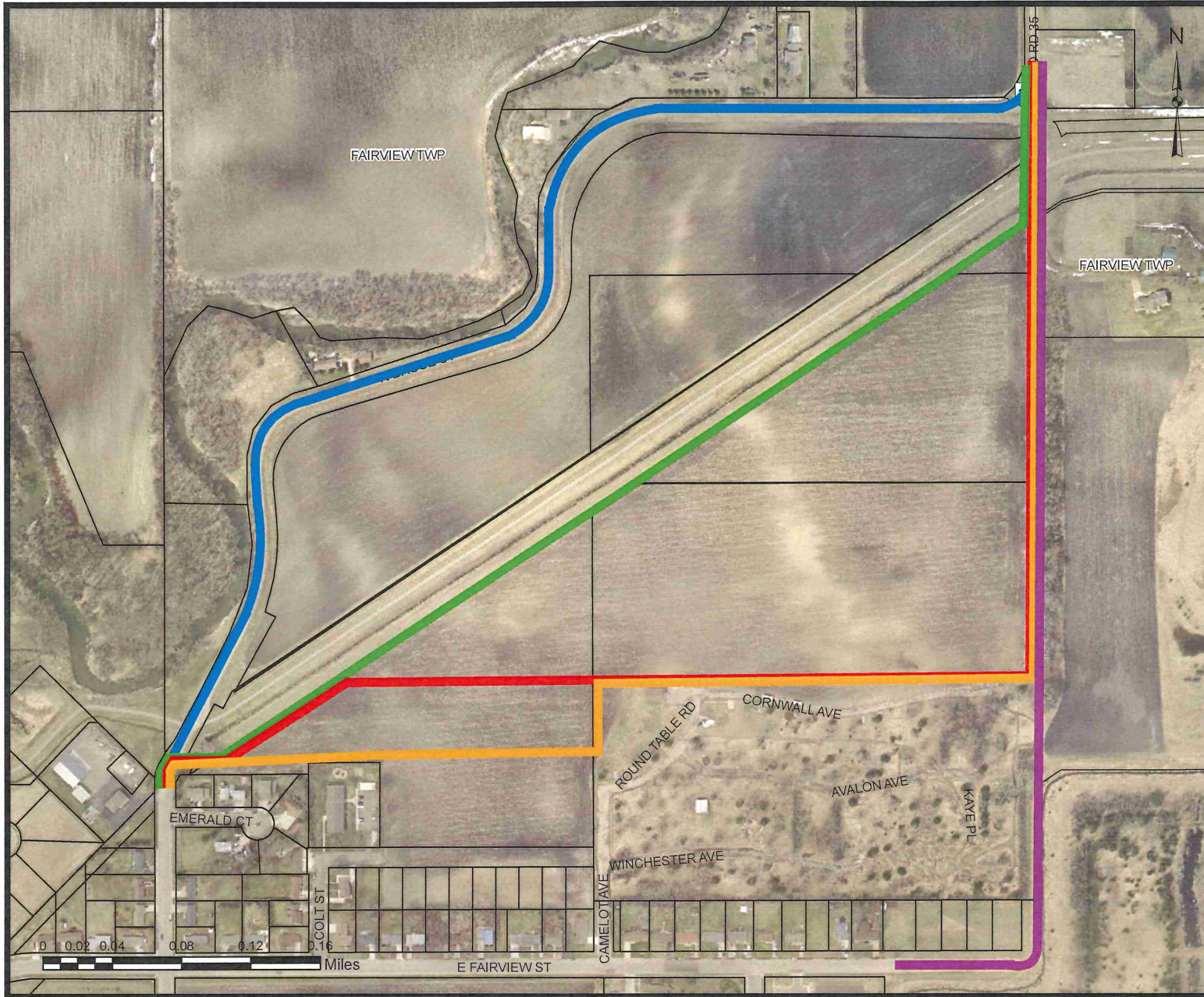
Cons: -Long term cost approaches cost of paving if considering cost to add gravel every 4 years and yearly blading/dust control

- Doesn't satisfy road condition complaints
- Road doesn't serve developable land
- Property owners on the north side are not in city limits

Improve in current alignment

Pros: - Maintain direct north to south connection between CR33 and MN19/College Drive

	<p>-Cost is reasonable, road surfacing only (<\$500k)</p> <p>Cons: -Located in floodplain, no developable property on either side of the road -Frequently under threat of flooding -Property owners on the north side are not in city limits. Costs to improve entirely city</p> <p><u>New Road Alignment</u></p> <p>Pros: -Provides link from north to south -Opens land to development</p> <p>Cons: -Higher cost; establish utility service, acquire ROW, higher cost of pavement section -Loss of MSAS mileage -North to south link is less direct than old alignment; more stops and/or turns</p> <p>This project was discussed at the Public Improvement/Transportation Committee meeting on September 23, 2020, with recommendation to bring forward to City Council for discussion as presented. Alternative options included discussions regarding resident access, maintain as a local access road, dead end alternatives, maintaining access to properties and dust control options.</p> <p>The purpose of this memo is to provide Committee and Council with an update on where we stand with this segment of city street, and to obtain feedback from the current Council and give staff guidance moving forward with this roadway. With nearly 10 years having passed and many new Council members, staff would like to get some reinforcement from Council on our direction going forward and our messaging to the public.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Discussion about options and alternatives with a final consensus of the current Council. A new route is the best long-term solution, but it comes at a high cost. Continue to maintain the route as gravel is minimally acceptable.



Skunk Hollow Alignment Options

9/11/2020

- █ = Existing Alignment
- █ = Adjacent to Levee
- █ = South of Levee
- █ = South of Levee (Alt)
- █ = Fairview Extension

** 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.

Treatment	Initial Construction Estimate	50-Year Cost
Cut 3" & Pave 5"	\$398,311.20	\$646,573.88
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* Realignment (South of Levee)	\$1,053,210.67	\$1,480,436.64

** Does not include ROW Acquisition*

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	NEW BUSINESS
Type:	INFO
Subject:	Consider approval of the 2021 Health Insurance Renewal with PEIP
Background Information:	<p>Last year, the Council approved a transition in carriers to PEIP (Public Employees Insurance Program). The transition to PEIP required a 2-year commitment with no rate guarantee in the 2nd year. The City has received the 2021 rates, please see the PEIP letter dated September 24, 2020 in your background materials.</p> <p>Health insurance is the foundation of an employee benefit package. As the labor force in southwest MN becomes increasingly tight, our ability to compete for highly skilled employees improves with a competitive benefit package. During the past few years, the Council, Administration, and employees were becoming increasingly concerned about the rising costs and volatility of our health insurance plans, both in terms of premiums and deductible amounts. This year, under the PEIP plan, while the overall pool renewal is 9.7%, the City of Marshall is being “<i>slotted</i>” (underwriters’ analysis) for the first time into the pool, which resulted in a favorable lower renewal, at 6.60% for single plans and 6.66% for family plans on the Advantage H.S.A. Option plan. Rates are included in the on the last page of the PEIP renewal letter: see medical rates at the top of the page. (The City does not offer Dental or Life plans through PEIP.) This is a favorable renewal as it reflects greater stability than we’ve seen in prior years, which in turn, means lower increases for both the employer and employee premiums.</p> <p>Bill Chukuske Insurance Services is our Broker for health insurance. He will be presenting our renewal information to the Council. Staff will also be presenting a 2021 cost-share option with the Council using the same cost-share model that the Council approved in 2020. The proposal is that the employee and employer share equally in the rate increase percentage.</p> <p>Staff projected a budget increase of \$106,670 for the 2021 budget. However, the renewal rates are lower than anticipated at a projected budget increase of \$86,839.16. The projections are based on current plan selection by employees.</p> <p>Open enrollment information: PEIP delayed sending out renewal rates by one month this year due to the COVID-19 pandemic. Due to this delay, the timing for the employee open enrollment period is impacted. Staff will be requesting that the Council consider approval of the cost-share option at the regularly scheduled Council meeting being held on the same evening as the worksession, October 13th. If approved, it will provide HR staff more time with employees who have questions during the open enrollment period since we cannot meet in large groups this year. However, should the Council choose to want additional time, a decision would then need to be made at the October 27th regular meeting and the employee open enrollment period would begin immediately thereafter, on October 28th. All renewal information and employee changes are required to be submitted to PEIP by November 12th. To comply with pandemic social distancing laws and</p>

	guidelines, our employee open enrollment will include in-person and virtual visits with our benefit carriers by appointment.
Fiscal Impact:	Cost projections are estimated based upon current plan enrollment. The estimated 2021 cost increase is \$86,839.16. See packet enclosure for a breakout by Fund.
Alternative/ Variations:	In 2019, the Council approved a 2-year agreement with PEIP for 2020-2021. Approve cost-share option at the next City Council regular meeting (October 27).
Recommendations:	To approve the 2021 Health Insurance Renewal with PEIP



September 24, 2020

Sheila Dubs
 City Of Marshall
 344 W Main Street
 Marshall, MN 56258

RE: January, 2021 PEIP Renewal for City Of Marshall

Dear Ms. Dubs:

Thank you for your participation in the Public Employees Insurance Program (PEIP) Pool. We hope that the program has fulfilled your insurance needs.

The January 2021 PEIP renewal of 9.7% is higher than the previous 10 year's average of about 3%. Groups being slotted for the first time could be slightly higher or lower than these figures. The reason for the higher increase this year is based largely on two factors:

1. PEIP added approximately 200 groups in the last three years. While claims overall have increased, the loss ratio of the new groups (2017, 2018 and 2019) is 113% (claims/premium). These groups have significantly increased the program's claims projections for 2020.
2. The COVID-19 virus has created a completely unforeseen claims impact. While short term claims (March – July) may have slightly decreased, the long term impact could result in significantly higher future claims. PEIP is taking a cautious view because it is so difficult to project what will happen with the COVID-19 virus. We hope this approach will get us back to the more traditional level of renewal increases.

While this is a difficult renewal, please remember the historical performance of the PEIP pool. Over the past 11 years program renewals have averaged 65% below annual trend/inflation figures. Even with the January renewal factored into PEIP, the average renewal increase has been 3.7% over 11 years. The State and Deloitte (plan actuaries) are reviewing the experience very closely and will react to any future changes in the plan experience.

History of PEIP Pool Renewals

July Group Average	January Group Average	<p><i>By combining all PEIP groups into one pool, the risk is spread over a large group of members (54,000) , providing more stability of rates (historically below healthcare trends in Minnesota).</i></p>
July, 2010 = +8.0%		
July, 2011 = -6.6%		
July, 2012 = -3.3%	January, 2013 = +5.0%	
July, 2013 = +6.0%	January, 2014 = +.5%	
July, 2014 = +1.9%	January, 2015 = +2.4%	
July, 2015 = +2.0%	January, 2016 = +5.5%	
July, 2016 = +5.9%	January, 2017 = +3.5%	
July, 2017 = +1.3%	January, 2018 = +.2%	
July, 2018 = +.2%	January, 2019 = +2.5%	
July, 2019 = +3.7%	January, 2020 = +5.2%	
July, 2020 = +10.7%	January, 2021 = +9.7%	
<p>Combined Pool Average = 3% *History includes all ACA taxes</p>		

Plan Changes for 2021

New to PEIP for 2021, the online enrollment portal is now available to be used for all groups. You should have received an email with the instructions for your group access.

There are no material plan changes for 2021.

The PEIP 2021 clinic directory will be available on the PEIP website by October 15, 2020. Please make sure members review their clinics for any cost level changes.

During open enrollment, your insurance eligible employees will have the opportunity to change health plans and carrier networks. Please have the open enrollment completed by November 12, 2020. Updated plan summaries and other enrollment information will be forwarded to you in a separate email. Forms can also be found on PEIP's website at www.innovomn.com. Retirees over age 65, individual Medicare Advantage and Cost policies are available. Please call Innovo Benefits Administration at 1-800-829-5601 or contact your plan administrator for more details or visit our website at www.innovomn.com.

Employees and dependents who wish to change health plans or networks must complete an Enrollment Form (or online enrollment) for the change. A primary care clinic number for each member is required. **Participants staying with the same carrier who wish to change their primary care clinic must contact the carrier directly.** Primary care clinics can be changed at any time by calling the customer service number on the member's ID card.

All completed Enrollments and any changes to your group's eligibility requirements must be submitted to Innovo Benefits Administration, PEIP's administrator, by November 12, 2020 (please plan your open enrollment to meet that deadline).

****** Please send enrollment/changes to Innovo for those employees making a plan, carrier or family changes only. No form is required for those employees maintaining current coverage. ******

As the sponsor of the group insurance, you may change or add additional PEIP product options (e.g. life and dental coverages) and change your eligibility requirements at this time. Eligibility criteria includes number of hours worked per week to be eligible, new employee waiting periods before coverage becomes effective, etc. Any changes made to your current eligibility policy must be made in writing and sent to Innovo.

A PowerPoint presentation that explains the plan choices and instructions on completing the employee enrollment will be sent in a separate email with the enrollment materials.

Please submit all forms via fax, email or mail to:

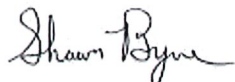
Innovo Benefits Administration
Attn: PEIP
7805 Telegraph Road, Suite 110
Bloomington, MN 55438
Secure Fax: 952-746-3108
Email: service@innovomn.com

Page 3

Please forward the renewal rate information to your COBRA, Minnesota continuation, disabled, and early retiree participants (if any). If PEIP manages your COBRA, Innovo will send out the information to these participants.

If you have any questions, please call 952-746-3101 or 1-800-829-5601 or email shawn@innovomn.com. We look forward to another year of serving you.

Sincerely,

A handwritten signature in cursive script that reads "Shawn Byrne".

Shawn Byrne
Manager

CC: Agent (if applicable)

Follow-up Email: benefit charts, enrollment forms, renewal rates

**CITY OF MARSHALL
1/1/2021 Renewal Rates
Advantage Plans**

In accordance with MN Stat.471., renewal rates for retirees who are under age 65 are blended with the rates for active employees. Eligible retirees currently on continuation are included in the rate structure.

2020 vs 2021 MEDICAL RATES

		<i>Current Rates</i>	<i>Renewal Rates 2021</i>
Advantage High Option	Single	\$981.84	\$1023.02
	Family	\$2604.78	\$2714.54
Advantage Value Option	Single	\$882.76	\$920.58
	Family	\$2340.28	\$2441.14
Advantage HSA Option	Single	\$673.82	\$718.32
	Family	\$1782.36	\$1901.10

If you work with an agent, please confirm commission amount with them. Rates shown include commission, if Applicable.

2020 VS 2021 DENTAL RATES – PREVENTIVE PLAN (CLOSED TO NEW ENROLLMENT), if applicable

	<i>Current</i>	<i>Renewal</i>
Monthly Rate - Employer Pays 90% or More of Cost	\$11.30	\$11.72
	\$34.27	\$35.57
Monthly Rate - Employer Pays 50-89% Of Cost	\$12.29	\$12.76
	\$38.02	\$39.48

2020 VS 2021 DENTAL RATES – COMPREHENSIVE PLAN, if applicable

	<i>Current</i>	<i>Renewal</i>
Monthly Rate - Employer Pays 90% or More of Cost	\$38.70	\$40.16
	\$92.24	\$95.73
Monthly Rate - Employer Pays 50-89% Of Cost	\$42.81	\$44.43
	\$101.15	\$104.95

2021 LIFE RATES, if applicable

Basic Life/AD&D		N/A
Dependent Life		\$1.18
Supplemental Life (Per Thousand)	<i>Age</i>	
	<35	\$.11
	35-39	\$.13
	40-44	\$.17
	45-49	\$.26
	50-54	\$.44
	55-59	\$.71
60-64	\$.79	
65-69	\$1.49	

Monthly Financial Report

Start Date: 01/01/2020
Org Unit: CITY OF MARSHALL

End Date: 08/31/2020
Company: PEIP

Month	Premium Paid	Carrier Paid Claims (P1, HP, BC)	Contracts	Dependents
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CITY OF MARSHALL

2020

January	140,111	35,019	101	171
February	140,111	35,382	101	173
March	140,111	68,270	101	174
April	140,111	20,867	113	218
May	140,111	45,959	101	174
June	140,111	225,015	100	172
July	145,023	21,486	103	179
August	135,872	77,403	105	182

Total High Claims > \$100,000 (Total Claim Shown)

2020

City of Marshall \$227,500.00

City of Marshall History of Premium Increases

	SWWC Service Cooperative	
2011	10.65%	
2012	1.0%	
2013	6.0%	
2014	6.9%	
2015	0.0%	
2016	17.5%	
2017	6.5%	
2018	7.1%	
2019	12.3%	
2020	<i>renewal at 15.00%</i> <i>2nd offer of 12.30%</i> <i>final offer of 7.44%</i>	first offer elimination of lower deductible plan final offer rejected by the Council
	<i>PEIP</i>	
2020	6.3%	Council approved transition to PEIP
2021	6.6%	

A B C D E F G H

(Current) 2020 PEIP Plan Summary

Plan design: EE/ER equal share of 6.31% increase (over 2019 SWWC Coop rates), balanced to Low Plan 1

	Low Plan 1 HSA or VEBA		Low Plan 2 HSA or VEBA		Value Plan **		Advantage (High) Plan**	
	Single	Family	Single	Family	Single	Family	Single	Family
1 PEIP Premium Cost (monthly)	\$673.82	\$1,782.36	\$673.82	\$1,782.36	\$882.76	\$2,340.28	\$981.84	\$2,604.78
2 ER Contribution (monthly)	\$586.13	\$1,517.68	\$502.80	\$1,309.35	\$711.13	\$1,684.35	\$711.13	\$1,684.35
3 EE Contribution (monthly)	\$87.69	\$264.68	\$171.02	\$473.01	\$171.63	\$655.93	\$270.71	\$920.43
4 ER Premium (annually)	\$7,033.56	\$18,212.16	\$6,033.60	\$15,712.20	\$8,533.56	\$20,212.20	\$8,533.56	\$20,212.20
5 EE Premium (annually)	\$1,052.28	\$3,176.16	\$2,052.24	\$5,676.12	\$2,059.56	\$7,871.16	\$3,248.52	\$11,045.16
6 ER HSA/VEBA Contribution (annually)	\$1,500.00	\$2,000.00	\$2,500.00	\$4,500.00	N/A	N/A	N/A	N/A
7 TOTAL ANNUAL ER CONTRIBUTION	\$8,533.56	\$20,212.16	\$8,533.60	\$20,212.20	\$8,533.56	\$20,212.20	\$8,533.56	\$20,212.20

A B C D E F G H

Proposal 2021 PEIP Plan Summary

Plan design: EE/ER equal share of 6.60% single and 6.66% family premium increase, balanced to Low Plan 1

Estimated cost increase excluding retirees, Library, and PHC employees: \$86,839.16

	Low Plan 1 HSA or VEBA		Low Plan 2 HSA or VEBA		Value Plan **		Advantage (High) Plan**	
	Single	Family	Single	Family	Single	Family	Single	Family
8 PEIP Premium Cost (monthly)	\$718.32	\$1,901.10	\$718.32	\$1,901.10	\$920.58	\$2,441.14	\$1,023.02	\$2,714.54
9 ER Contribution (monthly)	\$624.84	\$1,618.79	\$541.51	\$1,410.46	\$749.84	\$1,785.45	\$749.84	\$1,785.45
10 EE Contribution (monthly)	\$93.48	\$282.31	\$176.81	\$490.64	\$170.74	\$655.69	\$273.18	\$929.09
11 ER Premium (annually)	\$7,498.08	\$19,425.48	\$6,498.12	\$16,925.52	\$8,998.08	\$21,425.40	\$8,998.08	\$21,425.40
12 EE Premium (annually)	\$1,121.76	\$3,387.72	\$2,121.72	\$5,887.68	\$2,048.88	\$7,868.28	\$3,278.16	\$11,149.08
13 ER HSA/VEBA Contribution (annually)	\$1,500.00	\$2,000.00	\$2,500.00	\$4,500.00	N/A	N/A	N/A	N/A
14 TOTAL ANNUAL ER CONTRIBUTION	\$8,998.08	\$21,425.48	\$8,998.12	\$21,425.52	\$8,998.08	\$21,425.40	\$8,998.08	\$21,425.40

Deductible for ALL plans will vary based on Primary Care Clinic Cost Level

**Value and Advantage Plans are NOT H.S.A compatible

Projections based on 25 Singles and 62 Families

2021 Health Insurance Cost Projections

Est Total Employer cost	\$ 1,553,332.08	
2021 Estimated Increase in Employer Cost		<u>\$ 86,839.16</u>

Increase by Fund

General Fund	66	\$	68,098.32
EDA	0	\$	-
Red Baron	3	\$	3,639.96
Merit	1	\$	1,213.32
Waste Water	13	\$	12,029.16
Tall Grass Liquor	4	\$	1,858.08

Minnesota Public Employees Insurance Program (PEIP)

Advantage Health Plan 2020 - 2021 Benefits Schedule - HSA Compatible

Low Plan 1 & 2

Benefit Provision	Cost Level 1 – You Pay	Cost Level 2 – You Pay	Cost Level 3 – You Pay	Cost Level 4 – You Pay
A. Preventive Care Services <ul style="list-style-type: none"> Routine medical exams, cancer screening Child health preventive services, routine immunizations Prenatal and postnatal care and exams Adult immunizations Routine eye and hearing exams 	Nothing	Nothing	Nothing	Nothing
B. Annual First Dollar Deductible * Combined Medical/Pharmacy (single coverage) Combined Medical/Pharmacy (family coverage)	\$1,500 \$2,800 per family member \$3,000 per family	\$2,000 \$3,200 per family member \$4,000 per family	\$3,000 \$4,800 per family member \$6,000 per family	\$4,000 \$6,400 per family member \$8,000 per family
C. Office visits for Illness/Injury, for Outpatient Physical, Occupational or Speech Therapy, and Urgent Care <ul style="list-style-type: none"> Outpatient visits in a physician's office Chiropractic services Outpatient mental health and chemical dependency Urgent Care clinic visits (in & out of network) 	\$45 copay per visit annual deductible applies	\$55 copay per visit annual deductible applies	\$105 copay per visit annual deductible applies	\$130 copay per visit annual deductible applies
D. Network Convenience Clinics & Online Care	\$0 copay annual deductible applies	\$0 copay annual deductible applies	\$0 copay annual deductible applies	\$0 copay annual deductible applies
E. Emergency Care (in or out of network) <ul style="list-style-type: none"> Emergency care received in a hospital emergency room 	\$150 copay annual deductible applies	\$150 copay annual deductible applies	\$150 copay annual deductible applies	50% coinsurance annual deductible applies
F. Inpatient Hospital Copay	\$400 copay annual deductible applies	\$650 copay annual deductible applies	\$1,500 copay annual deductible applies	50% coinsurance annual deductible applies
G. Outpatient Surgery Copay	\$250 copay annual deductible applies	\$400 copay annual deductible applies	\$800 copay annual deductible applies	50% coinsurance annual deductible applies
H. Hospice and Skilled Nursing Facility	Nothing after annual deductible	Nothing after annual deductible	Nothing after annual deductible	Nothing after annual deductible
I. Prosthetics and Durable Medical Equipment	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies	50% coinsurance annual deductible applies
J. Lab (including allergy shots), Pathology, and X-ray (not included as part of preventive care and not subject to office visit or facility copayments)	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies	50% coinsurance annual deductible applies
K. MRI/CT Scans	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies	50% coinsurance annual deductible applies
L. Other expenses not covered in A – K above, including but not limited to: <ul style="list-style-type: none"> Ambulance Home Health Care Outpatient Hospital Services (non-surgical) <ul style="list-style-type: none"> Radiation/chemotherapy Dialysis Day treatment for mental health and chemical dependency Other diagnostic or treatment related outpatient services 	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies	50% coinsurance annual deductible applies
M. Prescription Drugs 30-day supply of Tier 1, Tier 2, or Tier 3 prescription drugs, including insulin; or a 3-cycle supply of oral contraceptives.	\$30 tier one \$50 tier two \$75 tier three annual deductible applies	\$30 tier one \$50 tier two \$75 tier three annual deductible applies	\$30 tier one \$50 tier two \$75 tier three annual deductible applies	\$30 tier one \$50 tier two \$75 tier three annual deductible applies
N. Plan Maximum Out-of-Pocket Expense** (including prescription drugs) Single Coverage Family Coverage	\$3,000 \$5,000 per family member \$6,000 per family	\$3,000 \$5,000 per family member \$6,000 per family	\$4,000 \$6,900 per family member \$8,000 per family	\$5,000 \$6,900 per family member \$10,000 per family

Emergency care or urgent care at a hospital emergency room or urgent care center out of the plan's service area or out of network is covered as described in sections C and E above.

This chart applies only to in-network coverage. Point of Service coverage is available only to members whose permanent residence is both outside the State of Minnesota and the Advantage Plan's service area. This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave [including sabbatical leaves] and college students. It is also available to dependent children and spouses permanently residing outside the service area. Members pay a \$1,500 single or \$3,000 family deductible (separate and distinct from the deductibles listed in section B above) and 30% coinsurance that will apply to the out-of-pocket maximums described in section N above. Members pay the drug copayment described at section M above to the out-of-pocket maximum described at section N. This benefit must be requested.

The PEIP Advantage Plans offer a standard set of benefits regardless of the selected carrier. There are some differences in the way each carrier administers the benefits, including the transplant benefits, in the referral and diagnosis coding patterns of primary care clinics, and in the definition of Allowed Amount.

*The family Deductible is the maximum amount that a family has to pay in deductible expenses in any one calendar year. The family Deductible is not the amount of expenses a family must incur before any family member can receive benefits. Individual family members only need to satisfy their individual deductible once to be eligible for benefits. Once the family Deductible has been met, deductible expenses for the family are waived for the balance of the year.

**The family Out-of-Pocket Maximum is the maximum amount that a family has to pay in any one calendar year on behalf of any individual family member.

Minnesota Public Employees Insurance Program (PEIP) Advantage Health Plan 2020 - 2021 Benefits Schedule

Value Option

Benefit Provision	Cost Level 1 – You Pay	Cost Level 2 – You Pay	Cost Level 3 – You Pay	Cost Level 4 – You Pay
A. Preventive Care Services <ul style="list-style-type: none"> Routine medical exams, cancer screening Child health preventive services, routine immunizations Prenatal and postnatal care and exams Adult immunizations Routine eye and hearing exams 	Nothing	Nothing	Nothing	Nothing
B. Annual First Dollar Deductible * (single/family)	\$600 / 1,200	\$850 / 1,700	\$1,300 / 2,600	\$2,100 / 4,200
C. Office visits for Illness/Injury, for Outpatient Physical, Occupational or Speech Therapy, and Urgent Care <ul style="list-style-type: none"> Outpatient visits in a physician's office Chiropractic services Outpatient mental health and chemical dependency Urgent Care clinic visits (in or out of network) 	\$35 copay per visit annual deductible applies	\$40 copay per visit annual deductible applies	\$100 copay per visit annual deductible applies	\$125 copay per visit annual deductible applies
D. Network Convenience Clinics and Online Care	Nothing	Nothing	Nothing	Nothing
E. Emergency Care (in or out of network) <ul style="list-style-type: none"> Emergency care received in a hospital emergency room 	\$125 copay annual deductible applies	\$125 copay annual deductible applies	\$125 copay annual deductible applies	30% coinsurance annual deductible applies
F. Inpatient Hospital Copay	\$150 copay annual deductible applies	\$325 copay annual deductible applies	\$750 copay annual deductible applies	30% coinsurance annual deductible applies
G. Outpatient Surgery Copay	\$100 copay annual deductible applies	\$175 copay annual deductible applies	\$350 copay annual deductible applies	35% coinsurance annual deductible applies
H. Hospice and Skilled Nursing Facility	Nothing	Nothing	Nothing	Nothing
I. Prosthetics and Durable Medical Equipment	20% coinsurance	20% coinsurance	25% coinsurance	35% coinsurance annual deductible applies
J. Lab (including allergy shots), Pathology, and X-ray (not included as part of preventive care and not subject to office visit or facility copayments)	10% coinsurance annual deductible applies	15% coinsurance annual deductible applies	25% coinsurance annual deductible applies	35% coinsurance annual deductible applies
K. MRI/CT Scans	10% coinsurance annual deductible applies	15% coinsurance annual deductible applies	25% coinsurance annual deductible applies	35% coinsurance annual deductible applies
L. Other expenses not covered in A – K above, including but not limited to: <ul style="list-style-type: none"> Ambulance Home Health Care Outpatient Hospital Services (non-surgical) <ul style="list-style-type: none"> Radiation/chemotherapy Dialysis Day treatment for mental health and chemical dependency Other diagnostic or treatment related outpatient services 	10% coinsurance annual deductible applies	10% coinsurance annual deductible applies	20% coinsurance annual deductible applies	35% coinsurance annual deductible applies
M. Prescription Drugs 30-day supply of Tier 1, Tier 2, or Tier 3 prescription drugs, including insulin; or a 3-cycle supply of oral contraceptives.	\$25 tier one \$45 tier two \$70 tier three	\$25 tier one \$45 tier two \$70 tier three	\$25 tier one \$45 tier two \$70 tier three	\$25 tier one \$45 tier two \$70 tier three
N. Plan Maximum Out-of-Pocket Expense for Prescription Drugs (excludes PKU & Infertility) (single/family)	\$1,250 / 2,500	\$1,250 / 2,500	\$1,250 / 2,500	\$1,250 / 2,500
O. Plan Maximum Out-of-Pocket Expense (excluding prescription drugs) (single/family)	\$2,600 / 5,200	\$2,600 / 5,200	\$3,800 / 7,600	\$4,800 / 9,600

Emergency care or urgent care at a hospital emergency room or urgent care center out of the plan's service area or out of network is covered as described in sections C and E above.

This chart applies only to in-network coverage. Point of Service coverage is available only to members whose permanent residence is outside both the State of Minnesota and the Advantage Plan's service area. This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave [including sabbatical leaves] and college students. It is also available to dependent children and spouses permanently residing outside the service area. Members enrolled in this category pay a \$350 single or \$700 family deductible (separate and distinct from the deductibles listed in section B above) and 30% coinsurance that will apply to the out-of-pocket maximums described in section O above. Members pay the drug copayment described at section M above to the out-of-pocket maximum described at section N. This benefit must be requested.

The PEIP Advantage Plans offer a standard set of benefits regardless of the selected carrier. There are some differences in the way each carrier administers the benefits, including the transplant benefits, in the referral and diagnosis coding patterns of primary care clinics, and in the definition of Allowed Amount.

* This Plan uses an **embedded deductible**: If any family member reaches the individual deductible then the deductible is satisfied for that family member. If any combination of family members reaches the family deductible, then the deductible is satisfied for the entire family.

Minnesota Public Employees Insurance Program (PEIP)

Advantage Health Plan 2020 - 2021 Benefits Schedule

HIGH PLAN

Benefit Provision	Cost Level 1 – You Pay	Cost Level 2 – You Pay	Cost Level 3 – You Pay	Cost Level 4 – You Pay
A. Preventive Care Services <ul style="list-style-type: none"> Routine medical exams, cancer screening Child health preventive services, routine immunizations Prenatal and postnatal care and exams Adult immunizations Routine eye and hearing exams 	Nothing	Nothing	Nothing	Nothing
B. Annual First Dollar Deductible * (single/family)	\$250 / 500	\$400 / 800	\$750 / 1,500	\$1,500 / 3,000
C. Office visits for Illness/Injury, for Outpatient Physical, Occupational or Speech Therapy, and Urgent Care <ul style="list-style-type: none"> Outpatient visits in a physician's office Chiropractic services Outpatient mental health and chemical dependency Urgent Care clinic visits (in & out of network) 	\$30 copay per visit annual deductible applies	\$35 copay per visit annual deductible applies	\$65 copay per visit annual deductible applies	\$85 copay per visit annual deductible applies
D. Network Convenience Clinics & Online Care	Nothing	Nothing	Nothing	Nothing
E. Emergency Care (in or out of network) <ul style="list-style-type: none"> Emergency care received in a hospital emergency room 	\$100 copay annual deductible applies	\$100 copay annual deductible applies	\$100 copay annual deductible applies	25% coinsurance annual deductible applies
F. Inpatient Hospital Copay	\$100 copay annual deductible applies	\$200 copay annual deductible applies	\$500 copay annual deductible applies	25% coinsurance annual deductible applies
G. Outpatient Surgery Copay	\$60 copay annual deductible applies	\$120 copay annual deductible applies	\$250 copay annual deductible applies	25% coinsurance annual deductible applies
H. Hospice and Skilled Nursing Facility	Nothing	Nothing	Nothing	Nothing
I. Prosthetics and Durable Medical Equipment	20% coinsurance	20% coinsurance	20% coinsurance	25% coinsurance annual deductible applies
J. Lab (including allergy shots), Pathology, and X-ray (not included as part of preventive care and not subject to office visit or facility copayments)	10% coinsurance annual deductible applies	10% coinsurance annual deductible applies	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies
K. MRI/CT Scans	10% coinsurance annual deductible applies	15% coinsurance annual deductible applies	25% coinsurance annual deductible applies	30% coinsurance annual deductible applies
L. Other expenses not covered in A – K above, including but not limited to: <ul style="list-style-type: none"> Ambulance Home Health Care Outpatient Hospital Services (non-surgical) <ul style="list-style-type: none"> Radiation/chemotherapy Dialysis Day treatment for mental health and chemical dependency Other diagnostic or treatment related outpatient services 	5% coinsurance annual deductible applies	5% coinsurance annual deductible applies	20% coinsurance annual deductible applies	25% coinsurance annual deductible applies
M. Prescription Drugs 30-day supply of Tier 1, Tier 2, or Tier 3 prescription drugs, including insulin; or a 3-cycle supply of oral contraceptives.	\$18 tier one \$30 tier two \$55 tier three	\$18 tier one \$30 tier two \$55 tier three	\$18 tier one \$30 tier two \$55 tier three	\$18 tier one \$30 tier two \$55 tier three
N. Plan Maximum Out-of-Pocket Expense for Prescription Drugs (excludes PKU & Infertility) (single/family)	\$1,050 / 2,100	\$1,050 / 2,100	\$1,050 / 2,100	\$1,050 / 2,100
O. Plan Maximum Out-of-Pocket Expense (excluding prescription drugs) (single/family)	\$1,700 / 3,400	\$1,700 / 3,400	\$2,400 / 4,800	\$3,600 / 7,200

Emergency care or urgent care at a hospital emergency room or urgent care center out of the plan's service area or out of network is covered as described in sections C and E above.

This chart applies only to in-network coverage. Point of Service coverage is available only to members whose permanent residence is outside both the State of Minnesota and the Advantage Plan's service area. This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave [including sabbatical leaves] and college students. It is also available to dependent children and spouses permanently residing outside the service area. Members enrolled in this category pay a \$350 single or \$700 family deductible (separate and distinct from the deductibles listed in section B above) and 30% coinsurance that will apply to the out-of-pocket maximums described in section O above. Members pay the drug copayment described at section M above to the out-of-pocket maximum described at section N. This benefit must be requested.

The PEIP Advantage Plans offer a standard set of benefits regardless of the selected carrier. There are some differences in the way each carrier administers the benefits, including the transplant benefits, in the referral and diagnosis coding patterns of primary care clinics, and in the definition of Allowed Amount.

* This Plan uses an **embedded deductible**: If any family member reaches the individual deductible then the deductible is satisfied for that family member. If any combination of family members reaches the family deductible, then the deductible is satisfied for the entire family.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider amendment to the Travel and Training Personnel Policy
Background Information:	<p>At the September 22, 2020 regular Council meeting, Councilmember Labat suggested a language amendment to the Travel Policy, section 11.11. The Council referred the item to the Personnel Committee. The Personnel Committee reviewed the policy language, the rates and insurance coverages for rental vehicles, the available general-use pool cars. The Committee recommended unanimously to approve the proposed policy amendment.</p> <p>The proposed policy amendment is attached. With the proposed language, employees are required to review the available options in determining the lowest cost method of travel. The Supervisor will approve the method of travel utilized. Where a rental vehicle is the lowest cost option and declined by the traveler, there will be a reduction in mileage reimbursement to be paid to the employee.</p> <p>Per direction from the Personnel Committee, Staff will work towards disposing of the 2005 general use pool vehicle at a future Council meeting.</p> <p>As informational for the Council, under the State contract with Enterprise, rentals include full comprehensive and collision coverages and Supplemental Liability Protection coverage of \$2,000,000. The City receives the same rates as specified in the State contract for rentals: economy cars are \$36 per day and standard cars are \$38.50 per day.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve the amendment to the Travel and Training Personnel Policy

Chapter 11: TRAVEL AND TRAINING

11.11 TRANSPORTATION METHOD AND MILEAGE EXPENSE

The traveler is required to review the available options in determining the lowest cost method of travel, should choose the method of transportation that is the lowest total cost. For non-local travel outside of Marshall city limits, the traveler is encouraged to use a rental car, where there is a cost benefit to the City. The Supervisor shall approve the method of travel utilized. The Supervisor may require an employee to use his/her assigned City-owned vehicle, as deemed appropriate.

While on City business, the traveler will be reimbursed for mileage expenses while utilizing a personal vehicle. Mileage will be reimbursed at the standard business mileage rate for transportation expenses paid or incurred as allowed by the Internal Revenue Service (IRS). When a rental vehicle is the lowest cost option and is available, if declined by the traveler, mileage reimbursement will be paid at the rate of ten cents (\$0.10) less than the current standard business IRS mileage reimbursement rate on the most direct route.

Claims for mileage reimbursement will include date of travel, purpose, and total miles submitted on an approved form. No mileage reimbursement will be paid for commuting from an employee's personal residence to City Hall or a workstation. The IRS adopted rate will remain in effect unless modified by the Marshall City Council.

When two or more employees are attending the same seminar, convention, or meeting, carpooling shall be practiced whenever possible. Mileage will be based upon the official State Highway Map from Marshall, MN to the destination, unless there is a valid reason for additional mileage. If an employee, for his or her own convenience, travels by an indirect route or interrupts travel by the most economical route, the employee will bear any extra expense involved. Reimbursement for such travel will be for only that part of the expense as would have been necessary in order to travel.

Vehicle allowances may be provided to City employees based upon a demonstrated business need. The City Council will determine whether a demonstrated business need has been established as well as the appropriate level of vehicle allowance to be received. All vehicle allowances will be reviewed annually as part of the budget process. Criteria to be considered in evaluating business need and/or purpose include:

- The nature of the position and the duties which require the employee to be mobile;
- The extent to which the employee's position involves duties and obligations beyond the normal work hours and work location; and
- Any comparable market factors applicable to the position or like-positions.

Vehicles operated by those receiving such allowance should be appropriate for business use. As representatives of the City, those receiving a vehicle allowance are expected to maintain their vehicles and keep them in a safe and clean condition. When operating their vehicles, such employees shall observe applicable rules of the road.

Employees receiving a vehicle allowance may receive a non-taxable payment toward the vehicle allowance up to the vehicle allowance rate under Appendix A by providing documented work related miles traveled according to the Internal Revenue Service (IRS) rate. The schedule and documentation shall be provided by the Human Resource department. Any undocumented vehicle allowance payments will be included in the employee's taxable income. No mileage reimbursement shall be paid to employees receiving a vehicle allowance for local travel using his/her personal vehicle. Employees receiving a vehicle allowance are eligible for non-local mileage reimbursement in accordance with the IRS rate. Reference Appendix A for approved positions and allowance amounts.

\$8,411 was paid as mileage reimbursement in 2019, about 14,000 annual miles

We paid Enterprise \$2,878 in 2019 (an additional 10,000 miles?)

We annually put about 9,000 miles on the City's general pool car (Consider just the 2012 the general pool car, the 2005 is used mostly within the city).

Total Miles in a Year: 33,000

Cost to have General Pool Car versus Enterprise/Paying Out Mileage

General Pool Car With Current Personnel Language (9,00 miles per year on city car, 14,000 miles personal car, 10,000 miles on Enterprise)

Item		Notes
Mileage Payout	8,411	
Enterprise	2878	
Gas	2000	
Maintenance	1000	Depends on age/mileage of car
Insurance	500	
Depreciation	2,800	Replace Every 9 years, 1 car
Total	\$17,589	

General Pool Car With Modified Personnel Language (16,000 miles per year on city car, 7,000 miles personal car, 10,000 miles on Enterprise)

Item	General Pool Car	Notes
Mileage Payout	4200	Figure half of paid out mileage in 2019
Enterprise	2878	
Gas	2166	
Maintenance	500	
Insurance	500	
Depreciation	4,166	Replace Every 6 years, 1 car
Total	\$14,410	

General Pool Car (with two pool cars) With Modified Personnel Language (26,000 miles per year on 2 city cars, 3,000 miles personal car, 4,000 miles on Enterprise)

Item	General Pool Car	Notes
Mileage Payout	1725	
Enterprise	1000	
Gas	2500	
Maintenance	1600	
Insurance	1000	
Depreciation	7142	Replace Every 7 years, 2 cars
Total	\$14,967	

Enterprise/Paying Out Mileage (26,000 miles per year-Enterprise, 7,000 miles personal car)

Item	Enterprise/Paying Out Mileage	Notes
Mileage Payout	4200	Personal Use of Car
Enterprise Fee	7000	
Gas for Enterprise Vehicle	2166	
Maintenance	0	
Insurance	0	
Depreciation	0	
Total	\$13,366	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	2021 EDA Budget-EDA Chamber Contracted Services
Background Information:	<p>City Administrator would like to discuss and recommend that the City Council consider bringing EDA Chamber contracted services within existing city staff resources for the 2021 year.</p> <p>This past year City Administrator began an evaluation of the EDA Services Chamber Contract. The main focus has been the goal of having the services provided on-site, in the City of Marshall rather than off-site assistance. The pros and cons are many/varied.</p> <p>EDA Board approved the Chamber contract at their July 2020 Board meeting.</p>
Fiscal Impact:	None
Alternative/ Variations:	Continue EDA Chamber Contracted Services
Recommendations:	City Administrator recommends that the City direct EDA Board to give 30-day notice to terminate the 2021 EDA Chamber Contracted Services as per contract and utilize existing city staff for the services provided in the contract.

**CITY OF MARSHALL
ECONOMIC DEVELOPMENT SERVICE AGREEMENT
WITH MARSHALL AREA CHAMBER OF COMMERCE**

THIS AGREEMENT, made and entered into this 1st day of January, 2021, by and between the Marshall Area Chamber of Commerce, whose address is 118 West College Drive, Marshall, MN 56258 (hereinafter referenced as MACC), and the Economic Development Authority in and for the City of Marshall, whose address is 344 West Main Street, Marshall, MN 56258, a Municipal Corporation (hereinafter referenced as EDA) as follows:

WHEREAS, the parties desire to enter into a service agreement for economic development services;

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to retain and grow the greater Marshall regional marketplace;

WHEREAS, we must foster relationships which allow contribution of our individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best match potential development prospects with sites and services to fit their needs;

WHEREAS, successful economic development processes and marketing can best be achieved through cooperative efforts focused on increasing the tax base, growing the primary economy, and providing employment to the greater Marshall regional marketplace;

WHEREAS, this effort will promote an atmosphere of cooperation in pursuit of economic development in the greater Marshall area, while seeking to ensure a cooperative and equitable approach to development of the surrounding cities in Lyon County;

WHEREAS, the service agreement will offer a “forum to strategically facilitate regional assets and opportunities” for the purpose of business development, and will enable us to enhance and develop our future prosperity;

WHEREAS, the objective and strategic areas of focus include to retain and grow the primary economic base of Marshall and those other cities and/or counties that may join a service agreement including the following:

1. *Business Retention.* To retain and expand the existing business base, to include such activities as conducting regular business retention and expansion (BR&E) visits, and facilitating resources and services for expansion or other business development assistance.

2. *New Enterprise & Emerging Business Development.* To nurture the development of entrepreneurial and new enterprise activity and facilitate additional small business development services.
3. *New Business Development.* To attract non-local businesses to the marketplace through proactive marketing and recruitment strategies, as well as to reactively support and facilitate responses to development opportunities that approach the community.

WHEREAS, MACC will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- 1) MACC Services Subject to the terms and conditions of this agreement, MACC agrees to provide Economic Development services, including but not limited to:
 - a. The services provided shall prioritize the economic and marketing services related to the primary/industrial economy, including job creating service sector businesses. The consumer retail and professional service sector development shall be encompassed, as well as further defined within the MACC strategic plan as discussed in Section 1b.
 - b. MACC will assist with the development of a strategic plan, updated as needed with input and approval from the EDA. The plan will identify the strengths of the regional marketplace as a site for growing or expanding a business to potential businesses, organizations and site selectors from outside and within the regional marketplace. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
 - c. MACC will help facilitate initiatives targeted at retaining and growing existing businesses, including an annual program of company BR&E visits for the purpose of assessing individual and area business needs as well as identifying potential development and expansion opportunities.
 - d. MACC will help utilize existing local, State and Federal entities and programs including referrals to these entities when appropriate. Entities may include, but are not limited to: the Small Business Development Center located at Southwest Minnesota State University, the Department of Employment and Economic Development Workforce Center located at the Lyon County Government Center, the United States Department of Agriculture Rural Development, Southwest Initiative Foundation, the Region Development Center, and the State Department of Employment and Economic Development.
 - e. MACC will maintain copies of closed or pending project files or some mechanism that enables the City to monitor, as requested, the ongoing economic development efforts. MACC agrees to maintain confidentiality of these files.
 - f. MACC will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of city EDA related files and projects, coordinate meeting agendas, participate in presentation of information

at meetings, and record meeting minutes in conjunction with the EDA Executive Director and EDA Director.

- g. MACC will provide staff to develop the EDA Annual Report. The Marshall City Administrator will continue to have final authority over the content and management of this as shall be designated.

2) Greater Marshall Area Service Agreements.

- a. For the initial purposes of this Agreement, the services under Section 1a. shall be exclusive to the jurisdictional boundaries of the City of Marshall unless otherwise specifically authorized by the EDA.
- b. The MACC is encouraged to develop strategic alliances with those communities within the greater Marshall regional marketplace. This area is not formally defined at this time, but would be presumed to be those geographic areas that are clearly delineated by the Marshall primary sales trade area and labor shed. Those governmental entities may include counties, cities or townships for specific agreement purposes.
- c. The MACC shall directly involve the EDA in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.

3) Marshall Area Convention and Visitors Bureau.

- a. The Marshall Area Convention and Visitors Bureau (CVB) is currently co-located at the MACC building. The EDA and MACC recognize the opportunity for continued partnerships with the CVB as it relates to their complimentary, yet more defined purpose; that is, to expand conventions and tourism to Marshall.
- b. The MACC will continue to promote an effort of cooperation from areas of efficiency and shared purpose, including, but not limited to: staffing, facilities, communications and office infrastructure, marketing and other similar common interests.

4) Business Development Process.

- a. The MACC will assist in the marketing, recruitment and discussions on identifying expansion opportunities. However, expansion requests from an existing business may happen directly between the business and the City or between the business and MACC. In either case, the parties with the contact shall share the information with appropriate staff to facilitate a coordinated discussion.
- b. The Marshall EDA, under guidance of their Executive Director and EDA Director, will be engaged at the time formal discussions of expansion begin and prior to any commitments on financial resources or special assistance from the City of Marshall Housing and Redevelopment Authority or EDA.

5) Governance.

- a. The City of Marshall will continue to employ the City Administrator as the Executive Director of the EDA and the EDA Director. The MACC staff shall coordinate with the EDA Executive Director and EDA Director in preparation of

agendas, presentation of agenda items, and review minutes of the City of Marshall EDA.

- b. The EDA is responsible for the execution of their authorities as outlined in their enabling resolution, bylaws, and other statutory authorities. This includes, but is not limited to administering loan funds and other incentives as deemed appropriate. The EDA agrees to administer their individual economic development programs and initiatives.
- c. The EDA will advise the City Council in a manner that encourages business expansion and new business starts as it relates to municipal operations while also being consistent with their responsibility to residents and the general public. Further, the EDA will advise the City Council to coordinate their infrastructure development and redevelopment programs with the needs of expanding and newly locating businesses.
- d. The MACC will help facilitate the development of a coordinated strategic plan of the Marshall EDA that outlines the proposed goals and objectives for the upcoming years as well as a budget for services as outlined in Section 1 of this Agreement.
- e. The MACC will help facilitate an annual meeting with the Marshall EDA in which an annual report will be reviewed to be made public and presented to the City Council.
- f. The MACC will coordinate with the City Administrator any budget variations or requests as needed in current budget as well as planning for future budget needs. The MACC shall also participate in presentations to the EDA and City Council, as needed.

6) Staff.

- a. The MACC President will be directly responsible for the oversight of the services provided in this Agreement with supervision from the EDA Executive Director (City Administrator).
- b. The MACC will employ all necessary staff and consultants for the execution of services as provided in this Agreement.
- c. MACC will help facilitate regular meetings of the economic development staff of the City to discuss business projects, share information on pending economic development projects, develop appropriate responses and provide updates.
- d. MACC staff is expected to participate in regional and State economic development efforts to establish the greater Marshall marketplace as the regional center of business in Southwest Minnesota.
- e. MACC staff shall participate in ongoing conferences and training as may be necessary to be fully informed on economic development tools and trends as they may assist in the goals and objectives outlined in the strategic plan.

- 7) Payment and Terms Monthly payments for economic development services in the amount of \$2,084.00 shall be paid by the 15th of the month, payable in arrears on a monthly basis by the EDA. These payments will cover all costs associated with providing services to the City for economic development needs including support staff, and basic costs associated with economic development. All other costs will be

funded through the EDA as approved by the EDA or through the City Administrator in accordance with City policies and procedures.

All payments shall be made to Marshall Area Chamber of Commerce, 118 West College Drive, Marshall, MN 56258.

- 8) Mutual Indemnification Obligations MACC agrees to defend, indemnify, and hold harmless EDA against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of EDA and/or those of its employees or agents. EDA agrees to defend, indemnify, and hold harmless MACC against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of MACC and/or those of its employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
- 9) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.
- 10) Termination Provision The Agreement shall become effective upon the date first written above and continue until December 31, 2021. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing thirty (30) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

Marshall Area Chamber of Commerce
118 West College Drive
Marshall, MN 56258

Marshall EDA
c/o City of Marshall
344 West Main Street
Marshall, MN 56258

The EDA shall pay MACC a prorated share of the service payment as due according to the terms herein.

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City at no cost.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

Economic Development Authority in and for the City of Marshall:

By: Stacy Frost
Its: President

By: Sharon Hanson
Its: Executive Director

Marshall Area Chamber of Commerce:

By: Mike Fox
Its: Board Chair

By: Brad Gruhot
Its: MACC President

Pros of a Contract

You probably save money over the long term even though you pay more per hour as you don't pay payroll benefits and insurance costs

Greater specialized, expertise to the job

Flexibility-year to year on terms of contract

Currently long- term historical knowledge, familiarity with EDA, long-term contract

Don't need to provide office space/equipment

Cons of a Contract

For same or more hours, you maybe be able to obtain more hours of work by hiring directly

Less control on day to day work

Not able to do on-site work that is necessary for EDA work or needs of the Director

Build relationships, visits, cover office, help other city offices

Doesn't meet the goals of EDA in jobs in Marshall

Work is patterned on daily/weekly tasks work and not on a project basis or assigned as needed.

Pros of In-House Admin

Able to do on-site work that is necessary for EDA work or needs of the Director

Build relationships, visits, cover office, help other city offices

Stronger more synchronized team that can allow flexibility in work assignments from EDA and other departments

More direction in day to day work

Meets the goals of EDA in jobs in Marshall

Utilization of on-site staff greater than off-site and thus greater productivity gained

Cons of In-House Admin

Will likely cost more over time with wage/benefit growth

Lose historical knowledge initially

Training, knowledge gain and loyalty building required

Provide office space/equipment

More difficult in making employee change if needed

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, MERIT Center Board, City Council-County Board-Library Agreement & Operation, Southwest Minnesota Amateur Sports Commission and SW Minnesota Emergency Communication Board</p> <p>Meister -Community Services Advisory Board, Cable Commission and Economic Development Authority</p> <p>Bayerkohler - Public Housing Commission, Planning Commission</p> <p>DeCramer – Economic Development Authority and Utilities Commission</p> <p>Labat - Library Board, Police Advisory Board and Convention and Visitors Bureau</p> <p>Lozinski - Adult Community Center Commission and Joint Law Enforcement Center Management Committee</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	STAFF REPORTS
Type:	INFO
Subject:	Public Informational Meetings 10/15/2020 - Z82 North 1st Reconstruction / Z83 James Avenue Reconstruction
Background Information:	Please see attached informational meeting notices.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



**NOTICE OF
PUBLIC INFORMATIONAL MEETING**

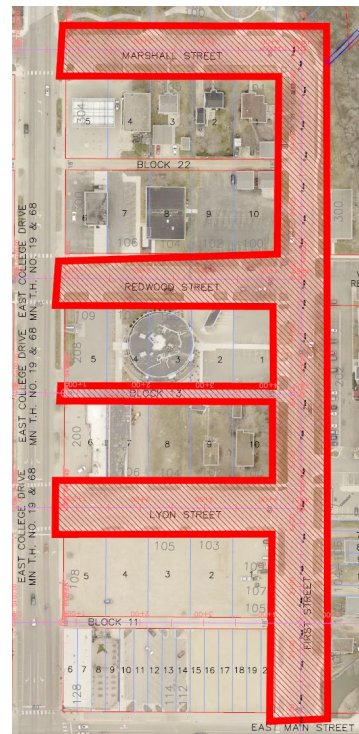
**PROJECT Z82
N. 1ST ST. / W. LYON ST. / W. REDWOOD ST. / W. MARSHALL ST.
RECONSTRUCTION PROJECT**

**THURSDAY – OCTOBER 15, 2020
MERIT CENTER CONFERENCE ROOM
1001 WEST ERIE ROAD – MARSHALL, MN**

A Public Informational meeting will be held in the MERIT Center Classroom located at 1001 West Erie Road on **Thursday, October 15, 2020 at 5:30 p.m.** The Public Informational Meeting is regarding the following project:

**PROJECT Z82
N. 1ST ST. / W. LYON ST. / W. REDWOOD ST. / W. MARSHALL ST.
RECONSTRUCTION PROJECT**

This project consists of the following: Reconstruction and utility replacement on North 1st Street from the intersection of West Main Street (US 59) and North 1st Street to the intersection of West Marshall Street and North 1st Street, on West Lyon Street from the intersection of East College Drive and West Lyon Street to the intersection of North 1st Street and West Lyon Street, on West Redwood Street from the intersection of East College Drive and West Redwood Street to the intersection of North 1st Street and West Redwood Street, and West Marshall Street from the intersection of East College Drive and West Marshall Street to the intersection of North 1st Street and West Marshall Street; Sanitary sewer, watermain, and storm sewer replacement on entire roads. This project will also include new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 5' sidewalk on both sides of each road.



Public Works staff will conduct a presentation and answer questions at the informational meeting. The project is proposed to be assessed to adjacent properties in accordance with the most current Special Assessment Policy. To help facilitate social distancing, Public Works staff strongly encourages attendance via Zoom video conference. Information on how to attend virtually is included on the back of this notice. For those unable to attend, property owners will be able to schedule an appointment with Public Works staff. Please call (507) 537-6773 to schedule an appointment.

Zoom Conference Details: To enter the Zoom conference, you can use the web address below, scan using the camera on your smartphone, or scan with a QR Code Scanning app.

Topic: Project Z82 – Public Informational Meeting

Time: Oct 15, 2020 05:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81033311757?pwd=N1IDTGZ1V3hRbGI5NHlvcVZWS1NzQT09>

Meeting ID: 810 3331 1757

Passcode: 232567

One tap mobile

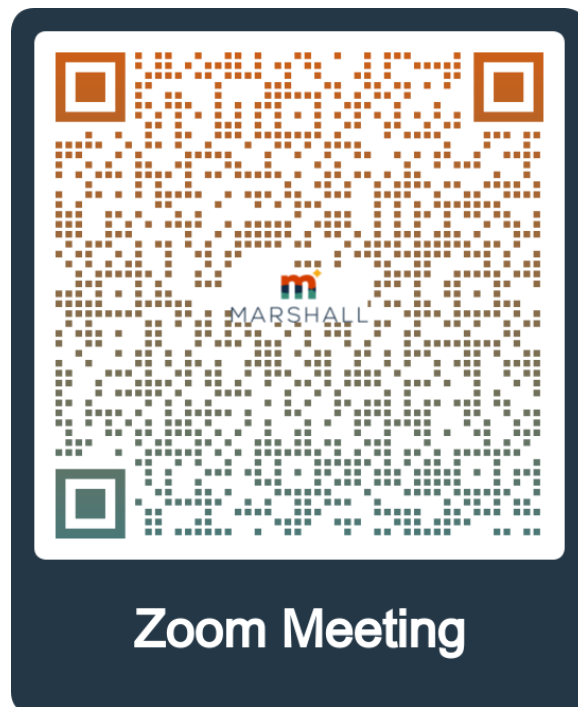
+13126266799,,81033311757#,,,,,0#,,232567#

Dial by your location

+1 312 626 6799

Meeting ID: 810 3331 1757

Passcode: 232567



**NOTICE OF
PUBLIC INFORMATIONAL MEETING**

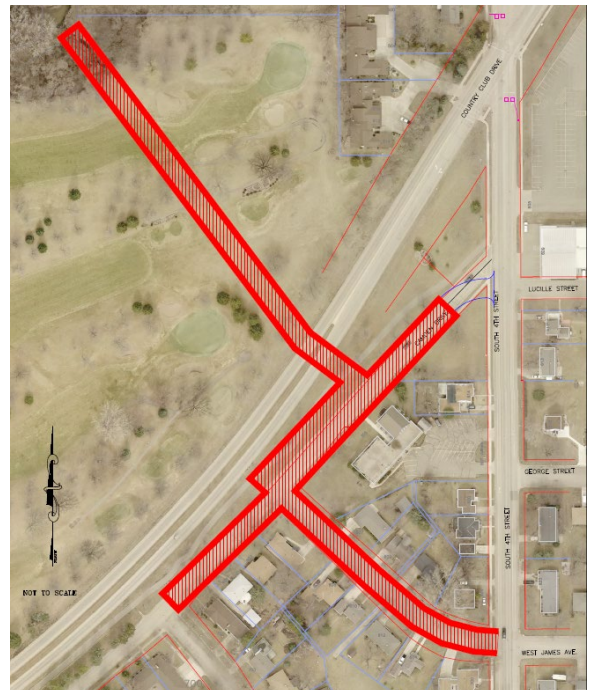
**PROJECT Z83
JAMES AVENUE AND CAMDEN DRIVE RECONSTRUCTION PROJECT**

**THURSDAY – OCTOBER 15, 2020
MERIT CENTER CONFERENCE ROOM
1001 WEST ERIE ROAD – MARSHALL, MN**

A Public Informational meeting will be held in the MERIT Center Classroom located at 1001 West Erie Road on **Thursday, October 15, 2020 at 6:30 p.m.** The Public Informational Meeting is regarding the following project:

**PROJECT Z83
JAMES AVENUE AND CAMDEN DRIVE RECONSTRUCTION PROJECT**

This project consists of the following: Reconstruction and utility replacement on James Avenue from the intersection of Camden Drive and James Avenue to the intersection of South 4th Street and James Avenue and on Camden Drive from the intersection of Camden Drive and Marguerite Avenue to the intersection of Camden Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on James Avenue. Sanitary sewer and storm sewer replacement on Camden Drive. This project will include new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 7' sidewalk on both sides of James Avenue. Also included will be new pavement on Camden Drive. This project will also include replacement of storm sewer from Camden Drive to the outfall at the Redwood River, including outfall improvements.



Public Works staff will conduct a presentation and answer questions at the informational meeting. The project is proposed to be assessed to adjacent properties in accordance with the most current Special Assessment Policy. To help facilitate social distancing, Public Works staff strongly encourages attendance via Zoom video conference. Information on how to attend virtually is included on the back of this notice. For those unable to attend, property owners will be able to schedule an appointment with Public Works staff. Please call (507) 537-6773 to schedule an appointment.

Zoom Conference Details: To enter the Zoom conference, you can use the web address below, scan using the camera on your smartphone, or scan with a QR Code Scanning app.

Topic: Project Z83 – Public Informational Meeting

Time: Oct 15, 2020 06:30 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81033311757?pwd=N1IDTGZ1V3hRbGI5NHlvcVZWS1NzQT09>

Meeting ID: 810 3331 1757

Passcode: 232567

One tap mobile

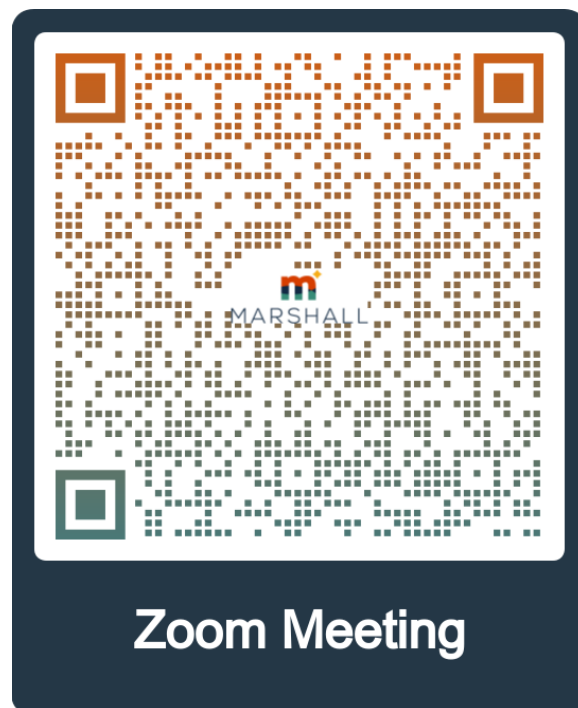
+13126266799,,81033311757#,,,,,0#,,232567#

Dial by your location

+1 312 626 6799

Meeting ID: 810 3331 1757

Passcode: 232567



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 13, 2020
Category:	STAFF REPORTS
Type:	INFO
Subject:	Smart Salting Certification.
Background Information:	<p>Recently, Councilman DeCramer has called attention to salt use from snow and ice removal operations. This brief memo is intended to highlight some recent and related training opportunities that are staff has participated in.</p> <p>City maintenance staff attended a MPCA Smart Salting Certification training on September 30th. About half of our staff that operates snow removal equipment on our city streets attended this training. The remaining staff will attend a training on October 13th. With this training, our staff will receive a 5-year smart salting certification. These two training opportunities were at no cost to the city because the State had a grant. In the future, there will be a cost to re-certify our employees. It is our intent to host a yearly Fall training internally to discuss road salt use in between 5-year certification courses.</p> <p>On October 5th, Jessie Dehn, Asst. City Engineer, Dean Coudron, Public Ways Superintendent, and myself all attended a half day MPCA MS4 chloride discussion. The event featured presentations by the City's of Minnetonka, Edina, Bloomington, Plymouth, and Waconia on their snow and ice removal programs. It was very informative and nice to hear some basic features of their operations. We lack some of the technology that is used by these communities, but generally our practices are quite similar.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

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

FROM: Sharon Hanson, City Administrator

DATE: October 13, 2020

SUBJECT: Administrative Brief

CITY ATTORNEY

- Criminal prosecution numbers for September are as follows:

September:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2020	2019 Comparison
Prosecution		1	7	1	6	2	8	25	39
Dismissed									
Non-Prosecution	2	1				1	2	6	5
Refer to County									

ADMINISTRATION

- **EDA:** Over the last month several meetings, phone calls on various economic development items/projects.
- Attended City/County EDA discussions on County collaborative. A facilitator will be hired by the County to bring the discussion into focus and hopefully gain some structure for next steps. Another meeting date has not been set at this time.
- As of this date, nearly \$220,000 of CARES Act funds have been encumbered for city expenses and the approximately \$500,000 of business grants have been assigned to business grants. We hope to have all documentation by October 15th in order to meet the State of MN imposed deadline of November 15th. As per September 21, 2020 US Treasury Guidance, use of CARES Act for public safety was expanded and thus the City will be able to encumber all the funds.
- Met with MMU General Manager Dave Schelkoph on MMU and City of Marshall partnership agreement. The agreement will come forward to City Council in November.
- Met with Brian Knochenmus to discuss Ralco/tru-Shrimp activities/future planning.
- **Avera:** Met with Avera regarding Carlson Street Clinic, and future transition goals for their next CEO/President.

- **City Hall:** Multiple meetings, phone calls, conversations regarding City Hall. Staff in the next couple of weeks will be working closing with City Hall Committee on audio visual, IT and phone system needs for City Hall. A staff walk-through of City Hall is scheduled for Friday October 16th to better review IT locations and future furniture needs. Almost all of the offices will be smaller than current/past City Hall space. This was intended, to facilitate greater use of meeting space that will be more abundant in the new City Hall.
- **Budget 2021:** A budget work session has been scheduled on October 27th to review labor relations questions as it relates to 2021 budget saving measures.
- Also, the Equipment Review Committee has met and reviewed the 2021 equipment and has made a recommendation to reduce for the 2021 budget. We hope to review/cover this as well following the October 27th Council meeting.
- **General meetings/work:** Met with Tara Plante on Light Up the Night for 2020. Prairie Home Hospice plans on having the event and will be modifying some of the activities due to COVID. Attended League of MN Cities regional event in Slayton. Met with Library Director, wrote monthly newspaper column, monthly radio interview. Conducted staff annual and probationary performance evaluations. City Hall Committee meetings, Equipment Review Committee, Personnel Committee meeting.

Economic Development Authority

- Staff continues conversations with the County about pursuing a county partnership.
- Staff continues implementing new brand materials.
- Staff is working with two local businesses on expansion projects.
- Staff is working with two local businesses on the purchase of land for expansion projects.
- Staff is also having conversations with five new developers.
- Staff is working with Avera on proposals for the Carlson Street Clinic.
- Staff is working with management company to send proposal for former Shopko building.
- Staff continues working with developer on Block 11.
- Staff awarded 78 grants in the Marshall CARES Grant Program for a total of \$552,708.33. Staff is now reviewing grant reimbursement documentation and finalizing payments. As of 10/8, staff has approved \$290,000 in reimbursement expenses.
- Staff continues working with owners of Broadmoor Valley and the Hindi store on grant applications through Minnesota Housing and the Department of Agriculture, respectively.
- Director is completing continuing education course through EDAM.

Human Resources

- Staffing update: interviews are scheduled for 4 candidates for the WW Maintenance Operator position. The employee formerly in this position resigned due to a relocation. Applications are being accepted for the position of Police Sergeant---to fill the position vacated by former Sgt. Tim Tomasek. This Sergeant position is open to internal candidates only. Applications are also being accepted for part-time liquor checkout clerk positions and a variety of community services temporary positions. Applications are accepted on an ongoing basis for the Fire Department and CAT team. In September, the City welcomes the following newly hired employees: Holden Greeley (CAT), Quinn Bullard (PD), and Jonathan Monterroso (PD). In October, the City

welcomed the follow newly hired firefighters: Nicholas Schultz, Joseph Newhouse, Bryce Gorder, and Nicholas Duis.

- Staff have been working with our benefit vendors to coordinate open enrollment for employees. Open enrollment is the period of time when employees may elect or change their benefit options. The open enrollment meetings for employees will be handled differently this year, due to the pandemic. HR staff are coordinating with benefit vendors on a variety of communication strategies: individual in-person meetings, small group meetings, virtual presentations, and individual virtual visits.
- City Administrator Annual Evaluation: Sharon Hanson's annual anniversary with the City is on November 16th. During Sharon's evaluation last year (11/2019), the Council suggested performing a 360-degree feedback evaluation. A 360-degree feedback evaluation is a tool to detect strengths and weaknesses in an effort to build upon existing management and leadership skills. The Council Personnel Committee met on September 29, 2020 and approved the 360-degree feedback process, the survey form, and the participants that will be requested to provide feedback. The City has a software system that facilitates this type of evaluation, called Custom Insight. The Council has utilized this system in the past for a prior Administrator 360-degree evaluation. Participants will include all members of the Council, the Administrator's direct reports, a peer group, and a variety of other individuals that interact with the Administrator. These include: several board/commission members, business owners/representatives, two Lyon County Commissioners, and consultants who provide services to the City. Participants will be provided two weeks to respond to the survey. Staff will be scheduling a special meeting for the Council on November 10, 2020, in advance of the regular meeting, to review the feedback evaluation with the Administrator.

Clerk

- Finalizing details for the November 3 general election. A total of 67 election judges have registered to work on election day across our three polling locations.
- 2021 Annual Liquor and Tobacco Licenses renewals have been sent out to current license holders. Remaining annual licenses, such as; taxi cabs and special vehicle permits, will be sent out in the coming weeks.
- Continuing to work with our Audio/ Visual provider for the City Hall project. A proposal was presented to staff and the City Hall Committee. The proposal will be further reviewed by staff and the AV provider before any final decisions are made.
- Reviewed a security proposal with staff for the City Hall project.
- Met with Vast Broadband after soliciting quotes for a new phone solution for the City of Marshall. A new phone solution will be in place before the end of the year. This is one of the last items of technology to be brought over the IT transition from MMU in during the winter of 2019/20.
- Census – The 2020 Census is coming to an end. 99.9% of households have been counted in Minnesota. Local enumerators conducted there last in person follow up in Lyon County last week. The City of Marshall is currently (as of 10/7) at a self-response rate of 75.4% which has exceeded the US Census Bureau's projections.
- FEMA – The last 2019 FEMA flood reimbursement project is currently in the review process and should be finalized in the coming weeks.

Finance

- 2021 Budget Work – The preliminary budget and tax levy for 2021 was approved at the September 8th council meeting. Staff will continue to update the budget until final approval by the Council in December.
- CARES Act Funding – The City of Marshall received just over a million dollars from the federal CARES act and the finance department is working on identifying expenses directly related to the COVID-19 public health emergency. The City has until November 15, 2020 to spend this federal assistance money. The City had just over 350,000 of expenses spent so far with the grant and the next reporting deadline is October 7th.
- Special Assessment Certification to Lyon County – Staff will be working the next few months on going through the certification process of special assessments and unpaid fees that will be certified to Lyon County by November 30th.

Assessing

Liquor Store

- September Financials: Sales \$529,853 +25%, Customer Count 16,685 +8.37%, Ticket Average \$31.76 +15.20%. Another strong month for sales and other financials. The store continues to experience above average sales due to customers visiting our store versus on-sale establishments.
- We have transitioned to the new Cloud Retailer POS operating system this week. This system replaces an old version of our operating system. It will better service our needs for tracking inventory, better reporting and purchasing/accepting gift cards electronically.
- New aisle category signage was also installed this week. The signage will better guide customers to the appropriate categories for an enhanced shopping experience.

COMMUNITY SERVICES

- A modified reopening took place at the Adult Community Center on October 1st. No rentals of the facility are currently permitted. Maximum occupancy is set at 50 for any given timeframe. Staff will reevaluate after Thanksgiving holiday.
- MCS will co-sponsor an outdoor drive-in movie event (double feature) on Saturday, October 17th at the Amateur Sports Complex. Admission is free.
- Staff continues planning towards our annual Halloween Rock on Ice event to be held at the Red Baron Arena & Expo on Saturday, October 24th.
- A dedication ceremony is planned at Memorial Park on Thursday, October 15th at 11:00am to celebrate the completion of the Veterans' Memorial Final Phase project.
- City owned Garden Plots will close on October 26th. Of the 60 plots that are available, 57 of those were rented.
- Studio 1 TV staff continues preparations for welcoming the Fairbanks Ice Dogs Junior Hockey Club to Marshall. The Ice Dogs are currently scheduled to play 6 home games in the Red Baron Arena.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 450 open job files. Horvath Remembrance Center, UCAP Headstart new building, 2nd Unique Apartment building, and SRO apartment building at Stephen Avenue are under construction.
- City buildings ADA-compliance review is complete.
- New permit software development is going well.
- Sign Ordinance is under review.

PUBLIC WORKS DIVISION

Engineering

- MERIT Phase 2 – All work has been substantially completed for this project. Final estimate is on the 10/13 Council Agenda.
- Project Z52 / S.P. #139-090-005 / Minn. Project No. TA 4219 (231): UCAP Transit Bus Shelters – Construction has been completed. New bus shelters have been installed.
- Project Z70: Alley Projects (West Marshall/West Redwood & South Hill/South Whitney) – Provided a cost estimate for concrete paving of alley for the property owners to evaluate. Waiting on property owner response.
- Project Z75/SAP 139-124-004: South 4th Street -- R & G Construction Co. has completed installation of underground utilities on the project. Concrete work is nearly complete between Country Club Drive and Southview Drive. R & G will be preparing the road base between Southview Drive and Elaine Avenue over the next few days. Construction on South 4th Street is anticipated to continue until November 2020.
- Project Z76: South 1st Street – Duinink has begun installing underground utilities on the project. The contractor will continue underground utilities between West Gray Place and George Street over the next couple weeks. Project is anticipated to be completed by mid-November.
- Project Z77: Legion Field Stormwater Improvements—Phase I – Towne & Country has completed excavation of both east and west stormwater ponds. The east pond has been finished and seeded. Final shaping on the west pond remains. Some minor work remains including seeding, mulching, and culvert grate installation. Completion is anticipated by the end of October.
- Project Z81: MERIT Storm Outfall – This project was awarded to Towne & Country Excavating LLC, Garvin, MN. Work is anticipated to take place in 2021.

Building Maintenance

- No report.

Street Department

- Asphalt patching of streets.
- Street sweeping
- Street painting
- Compost site work. Burning trees and rolling over compost.
- Cleaning pond culverts.
- Repairing curbs.

- Repairing catch basins.

Airport/Public Ways Maintenance

- No report.

Wastewater

- Cleaning sewers.
- Plant repairs.
- Magney Construction is installing underground piping, pouring sidewalks, finishing Trickling Filter media installation, finishing Intermediate clarifier installation, and site grading.
- Working on fall maintenance.
- Working on manhole repairs.
- Staff has performed 270 equipment work orders in the last 30 days.
- Working on regulatory issues for Phosphorus, Salty Discharge, Pretreatment, Redwood River Watershed Review, MN. River Nutrient TMDL, Lake Pepin TMDL.
- Working with MMU on Chloride Reduction public education for upcoming Water Treatment Plant improvements.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to nineteen (19) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (6)
 - Fire; Structure (10):
 - Medical Assist (0)
 - Vehicle Accident (3)

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 678 calls for the month of September. 82 criminal offenses were reported with a total number of 27 adults arrested.

OFFICER'S REPORT

- Alarms (15)
- Accidents (21)
- Alcohol involved incidents (4)
- Assaults (5)
- Domestic Assaults (15)
- Burglaries (4)
- Criminal Sexual Conduct (2)
- Damage to Property (8)
- Keys Locked in Vehicles (30)

- Loud Party (5)/ Public Disturbances (8)
 - Thefts (17)
 - Traffic Related Complaints (144)
 - Vandalism (6)
 - Warrant Pickups (10)
 - Welfare Checks (17)
- Domestic assault arrests increased significantly during the month of September. Five other assaults were also reported.

PERSONNEL/OTHER

- Two new officers have been hired and have started the Field Training Program. Officer Quinn Bullard was hired as a full-time officer and Officer Jonathon Monterroso began as a part-time officer. Both will remain in field training for 3 months.

DETECTIVE REPORT

- An Arizona woman was arrested at the completion of a theft investigation after attempting to steal \$2,271.81 worth of merchandise from a Marshall business.
- A case of a Marshall man being in unlawful possession of a firearm is under investigation.
- Three separate cases of predatory offender registration violations were investigated. Charges are being requested from the Lyon County Attorney's Office in all three cases.
- A report of a missing person was investigated. The person was located and was safe.
- A work from home scam where the victim lost \$1200.00 is under investigation. A rental scam where the victim lost money is also under investigation.
- A criminal sexual conduct case is under investigation with the assistance of Southwest Health and Human Services.
- Two cases of identity theft are under investigation.
- Six theft cases and three burglaries are under investigation.
- A case of financial exploitation of a vulnerable adult is under investigation.
- Thirteen child protection cases were investigated in conjunction with Southwest Health and Human Services.
- Four adult abuse reports from the Minnesota Adult Abuse Reporting Center were investigated.
- There were 13 reports of stolen or damaged political signs in the month of September.

MERIT CENTER

- The MERIT Center continues to host the Marshall City Council meetings as well as any COVID-19 Emergency Management meetings/planning.
- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing.
- MN West conducted a CDL Preparation Course, a dental class and a motorcycle safety course.
- The Marshall Police Department utilized the MERIT Center for new officer training on several days in September.
- Sunshine Rotary held their monthly meeting at the MERIT Center on September 10th.

- The Marshall Fire Department utilized the facility grounds for live burn training on Sept 15th.
- Plumbology, LLC returned for the 4th time to offer their Plumbing Continuing Education course on Sept 25th. 35 participants attended this course.
- State Patrol and Marshall PD partnered to host a Standard Field Sobriety Testing/ARIDE course for 11 law enforcement officers Oct 5-7th.

EMERGENCY MANAGEMENT

- City personnel assisted with the community wide testing conducted by the Department of Health for the State of Minnesota. Two employees assisted with the three-day testing event that was held at the Red Baron Arena. Positive comments were made by the State regarding the City of Marshall's help with this successful event.



Marshall, MN

Check Register

Packet: APPKT00322 - 10/12/20

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	10/13/2020	EFT	0.00	435.06	5341
0875	COMPUTER MAN INC	10/13/2020	EFT	0.00	148.00	5342
1604	MARSHALL AREA CHAMBER OF COMM	10/13/2020	EFT	0.00	185.00	5343
1633	MARSHALL MUNICIPAL UTILITIES	10/13/2020	EFT	0.00	1,750.33	5344
1958	NORTHERN BUSINESS PRODUCTS, INC	10/13/2020	EFT	0.00	198.89	5345
5891	ONE OFFICE SOLUTION	10/13/2020	EFT	0.00	104.97	5346
2318	SOUTHWEST SANITATION INC.	10/13/2020	EFT	0.00	59.38	5347
4489	VERIZON WIRELESS	10/13/2020	EFT	0.00	59.48	5348
6630	3D SECURITY, INC	10/12/2020	Regular	0.00	450.00	117331
4487	ADVANCED OPPORTUNITIES-WORKCO	10/12/2020	Regular	0.00	81.90	117332
6631	AED PROFESSIONALS	10/12/2020	Regular	0.00	130.00	117333
5119	ALL FLAGS,LLC	10/12/2020	Regular	0.00	48.73	117334
4570	AMAZON	10/12/2020	Regular	0.00	331.12	117335
6233	ARSL	10/12/2020	Regular	0.00	50.00	117336
0707	BISBEE PLUMBING AND HEATING INC	10/12/2020	Regular	0.00	1,184.52	117337
6539	BREMER BANK CC	10/12/2020	Regular	0.00	465.25	117338
1311	HYVEE FOOD STORES INC	10/12/2020	Regular	0.00	10.00	117339
4552	INGRAM LIBRARY SERVICES	10/12/2020	Regular	0.00	3,942.56	117340
	Void	10/12/2020	Regular	0.00	0.00	117341
1546	LYON COUNTY HISTORICAL SOCIETY	10/12/2020	Regular	0.00	35.00	117342
4608	MARY BETH SINCLAIR	10/12/2020	Regular	0.00	10.00	117343
4980	MENARDS INC	10/12/2020	Regular	0.00	69.62	117344
4558	MINNESOTA LIBRARY ASSOCIATION	10/12/2020	Regular	0.00	45.00	117345
6286	SCHWEEMAN'S CLEANERS, LLP	10/12/2020	Regular	0.00	65.98	117346
2311	SOUTHWEST GLASS CENTER	10/12/2020	Regular	0.00	3,232.00	117347
2385	SW MN ARTS & HUMANITIES COUNCIL	10/12/2020	Regular	0.00	50.00	117348
5733	VAST BROADBAND	10/12/2020	Regular	0.00	86.10	117349
4575	WALMART COMMUNITY	10/12/2020	Regular	0.00	14.97	117350

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	40	19	0.00	10,302.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	10	8	0.00	2,941.11
	50	28	0.00	13,243.86

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	10/2020	13,243.86
			<hr/>
			13,243.86



BUILDING PERMIT LIST
October 13, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
AMERICAN WATERWORKS	419 6TH ST N	INTERIOR REMODEL	31,900.00
GARY VLAMINCK CONSTRUCTION	1212 WESTWOOD DR	BUILDING ADDITION	14,000.00
HART BROTHERS PROPERTIES, LLP	308 REDWOOD ST W	Windows	1,200.00
AHMANN, GREG D & DEBRA K	1223 FAIRVIEW ST E	ACCESSORY BUILDING	6,000.00
KARI DAHL-CONDEZO, GUSTAVO J CONDEZO	602 DESCHEPPER ST	EXTERIOR REMODEL	500.00
DEANN L VOGL REVOCABLE TRUST, DAVID L VOGL	1104 HORIZON DR	OVERHEAD GARAGE DOOR	3,800.00
CASTRO, MARISA	430 7TH ST N	RE-ROOFING	6,000.00
Safe Basements of MN	608 KENDALL ST	INTERIOR REMODEL	3,000.00
KEVIN LANOUE CONSTRUCTION LLC	1404 FLOYD WILD DR	RE-ROOFING	12,000.00
Safe Basements of MN	805 WOODFERN DR	INTERIOR REMODEL	16,000.00
PEAK PROS INC	307 HIGH ST N	RE-ROOFING	5,300.00
INDEPENDENT LUMBER OF MARSHALL, INC	1211 WESTWOOD DR	INTERIOR & EXTERIOR REMC	7,700.00
BLOMME PROPERTIES LLC	304 LYON ST W	INTERIOR REMODEL	50,000.00
CARLA A. ROHLIK (HAMMER'S AWAY, INC.	301 BASELINE RD	RE-ROOFING	36,000.00
SOOK, GIL M	1306 WESTWOOD DR	EXTERIOR REMODEL	20,000.00
Innovative Basement Authority	202 DONITA AVE	OTHER	6,800.00
GEIHL CONSTRUCTION, INC.	116 CIRCLE DR	EXTERIOR REMODEL	42,000.00
DERAGISCH, DOUGLAS J & DANETTE	302 HIGH ST N	DOORS	1,000.00
AMERICAN WATERWORKS	405 DONITA AVE	INTERIOR REMODEL	8,700.00



PLUMBING PERMIT LIST
October 13, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
SPRIK, DAVID C & ELLY J	302 WHITNEY ST S	INTERIOR & EXTERIOR REMC	1,000.00
TRIO PLUMBING & HEATING	1500 COLLEGE DR E	WATER HEATER	1,200.00



MARSHALL

SIGN PERMIT LIST
October 13, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
ELECTRO SIGNS AND DESIGN LLC	1113 COLLEGE DR E	N/A	19,000.00

2020 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *Unless otherwise stated

5:30 P.M.

Professional Development Room - Marshall Middle School, 401 South Saratoga Street

January

1. January 14, 2020
2. January 28, 2020

February

1. February 11, 2020
2. February 25, 2020 – 4:00 P.M.¹

March

1. March 10, 2020
2. March 24, 2020

April

1. April 14, 2020
2. April 28, 2020

May

1. May 12, 2020
2. May 26, 2020

June

1. June 9, 2020
2. June 23, 2020

July

1. July 14, 2020
2. July 28, 2020

August

1. August 11, 2020 – 4:00 P.M.¹
2. August 25, 2020

September

1. September 8, 2020
2. September 22, 2020

October

1. October 13, 2020
2. October 27, 2020

November

1. November 10, 2020
2. November 24, 2020

December

1. December 8, 2020
2. December 22, 2020

2020 Uniform Election Dates

- February 11, 2020
- February 25, 2020 * *Precinct Caucus*
- March 3, 2020 * *Presidential Primary*
- April 14, 2020
- May 12, 2020
- August 11, 2020 * *Primary Election*
- November 3, 2020 * *General Election*

¹ 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 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

October

- 10/13 Work Session, Health Insurance, 4:00 PM, MERIT Center
- 10/13 HRA, Public Hearing (Land Sale), 5:00 PM, MERIT Center
- 10/13 Regular Meeting, 5:30 PM, MERIT Center

- 10/27 Closed Work Session, Labor Relations, 4:00 PM, MERIT Center
- 10/27 Regular Meeting, 5:30 PM, MERIT Center
- 10/27 Budget Work Session, Equipment Review, 7:00 PM (or immediately after the regular meeting), MERIT Center

November

- 11/10 Special Meeting, City Admin. Review, 4:30 PM, MERIT Center
- 11/10 Regular Meeting, 5:30 PM, MERIT Center
- 11/12 Special Meeting, Election Canvassing Board, 3:00 PM, MERIT Center
- 11/24 Regular Meeting, 5:30 PM, MERIT Center

December

- 12/8 Regular Meeting, 5:30 PM, MERIT Center
- 12/8 TNT Hearing, 6:00 PM (During regular meeting), MERIT Center
- 12/22 Regular Meeting, 5:30 PM, MERIT Center