



CITY OF MARSHALL
City Council Meeting

A g e n d a

Tuesday, March 25, 2025 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Meeting Held on March 11

PUBLIC HEARING

AWARD OF BIDS

2. Project PK-013/SAP 139-590-001: 2024 Marshall AT Improvements Project - 1) Consider Resolution Accepting Bid (Awarding Contract); 2) Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1058462

CONSENT AGENDA

3. Consider Adoption of Ordinance 25-001 Amending Section 42-II-2 Graffiti
4. Consider Adoption of Ordinance 25-002 Regulating Temporary Cannabis Events
5. Consider Request of Marshall Downtown Business Association for Shades of the Past Car Club for Roll-In on May 1, 2025 (Thursday)
6. Consider Requests of Shades of the Past Car Club – June 6, 2025 Cruise and June 7, 2025 Car Show
7. Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment
8. Approval of Service Agreement for Concessionaire at Amateur Sports Complex
9. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

10. Set Public Hearing re: New Noticed Closure from Broadmoor Manufactured Home Park
11. Aquatic Center 1)-16) Accept Low Bids and Award Contracts for Marshall Aquatic Center 17) Approve Aquatic Center Budget and Authorize Necessary Contracts within that Budget and Per Adopted Finance Policies
12. Project SP 4210-61 (TH 68): BNSF Construction on TH 68 – 1) Authorize Execution of MnDOT/City/BNSF Agreement No. 1059392; 2) Consider Resolution Approving MnDOT Construction Plans and Authorizing the Construction to Occur on City Right-of-Way; 3) Authorize Execution of Detour Agreement No. 1059246

COUNCIL REPORTS

13. Commission/Board Liaison Reports
14. Councilmember Individual Items

STAFF REPORTS

15. City Administrator
16. Director of Public Works/City Engineer
17. City Attorney

INFORMATION ONLY

18. Cash and Investments
19. March Planning Commission Minutes
20. City Indicators
21. Building Permits

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.

MEETINGS

[22.](#) Upcoming Meetings

ADJOURN

Councilmember Schafer will be joining the meeting from a public location at 2668 Peachtree Rd., Statesville NC 28625

Councilmember Moua-Leske will be joining the meeting from a public location at 9801 Natural Bridge Rd., St. Louis MO 63134

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CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 25, 2025
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Meeting Held on March 11
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meeting held on March 11th be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, March 11, 2025**

The regular meeting of the Common Council of the City of Marshall was held March 11, 2025, at City Hall, 344 West Main Street. The meeting was called to order at 5:33 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: See Moua-Leske, John Alcorn, Craig Schafer, James Lozinski, Amanda Schwartz and Amanda Schroeder. Absent: None. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; James Marshall, Director of Public Safety; and Steven Anderson, City Clerk.

Consider Approval of the Minutes from the Meeting Held on February 25

There were no requests to amend the minutes from February 25, 2025.

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

Project ST-002-2025: Bituminous Overlay on Various City Streets – Consider Resolution Accepting Bid (Awarding Contract)

The project estimate for mill and overlay was \$622,184 including all streets listed (excluding “Alternate Streets”) and ADA sidewalk ramp work. The 2025 Capital budget included \$650,000 for the project.

Main Project

Southview Court (Edge Mill): Southview Drive to Southview Drive
DeSchepper Court (Edge Mill): DeSchepper Street
DeSchepper Court Leveling: DeSchepper Street
Commerce Circle (Edge Mill): Carlson Street to Carlson Street
Mall Street (Mill All): Jewett Street to Mall Parking lot
Mall Street (Edge Mill): Mall Parking Lot to Clinic Driveway
Jefferson Avenue (Mill All): Bruce Street to Van Buren Street
Jefferson Circle (Mill All): Jefferson Avenue to Jefferson Avenue
Jefferson Circle Leveling: Jefferson Avenue to Jefferson Avenue
Lawrence Street (Mill All): Maple Street to Southview Drive
Gray Place West (Mill All): South 1st Street to Lawrence Street
Marvin Schwan Memorial Dr. (Mill All): W. College Drive to S. A Street
S.1st Street (Mill All): E. Main Street to Marvin Schwan Memorial Drive

Alternate Streets

Continental Street (Edge Mill): Saratoga Street to Thunderbird Road
Denali Street (Mill All): Saratoga Street to Thunderbird Road
Impala Court (Mill All): Windstar Street
Cougar Court (Mill All): Windstar Street

Two bids were received with the low bid coming from Central Specialties Inc. of Alexandria, Minnesota, in the amount of \$464,044.96. The low bid did not include cost to overlay the alternate streets. Due to advantageous pricing, City staff proposed to capitalize on advantageous pricing and include the alternate streets with the construction project. Councilmember Lozinski opposed adding the alternate streets and wanted to bank the savings. Councilmembers Schafer and Alcorn wanted to take advantage of the low bid that would still come in under budget after adding the alternate streets for mill and overlay.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to adopt Resolution 25-017 authorizing entering into an agreement with Central Specialties Inc. of Alexandria in the amount of \$545,736.42 that included alternate streets. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. Voting Nay: Councilmember Lozinski. The motion **Carried. 6-1**

Approval of the Consent Agenda

Councilmember Lozinski requested that *Consider Approval of License Renewals for Garbage/Refuse Haulers* be removed for additional discussion.

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

- Consider Approval of a New Taxicab License
- Introduce Amendments to Article 42-II, Division 42-II-2 Graffiti
- Consider Approval of a Permit for Alcoholic Beverages at City-Owned Facilities
- Consider a Resolution Adopting the Lyon County 2024 Multi-Hazard Mitigation Plan
- Consider Authorization to Declare Vehicles as Surplus Property for the Marshall Police Department
- Joint Powers Agreement Between the State of Minnesota (BCA) and the City of Marshall (MPD)
- Consider Request of Lyon County Fair Board for Use of Bud Rose Lot (1001 W College Dr) for Overflow Fair Parking on August 13-17, 2025 (Weds-Sun)
- Consider Approval of the Bills/Project Payments

Consider Approval of License Renewals for Garbage/Refuse Haulers

Councilmember Lozinski wanted to raise awareness of garbage trucks, increasing the deterioration of alleys and for the council to start considering possibilities of limiting the issuance of licenses or increasing hauler fees. Administrator Hanson suggested that any far-reaching discussions should involve the city attorney as there have been other cities that strictly limited haulers or have already researched the topic.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve the annual license renewals for garbage/refuse haulers. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 7-0.**

Introduce Ordinance Regulating Temporary Cannabis Events

Attorney Whitmore explained with the adoption of the state law allowing Cannabis Businesses, the Legislature also established a license for Temporary Cannabis Events. Under Section § 342.39, a Cannabis Event Organizer License entitled the license holder to organize a temporary cannabis event lasting no more than four days. Cities cannot prohibit these events but can regulate them. Staff worked collaboratively with the Legislative & Ordinance Committee on an Ordinance allowing these temporary events in the City of Marshall. The Ordinance established an application process for city authorization of these events and provided a reimbursement mechanism to the City for recovery of any costs arising out of provision of special services from the City to the event organizers. In addition to an application process, the Ordinance allowed onsite consumption of products at these events if certain requirements were followed, many of which are outlined in state law. The Ordinance also set a 1000-foot buffer between events and schools; restricted hours for the event; events could take place indoors at the Red Baron Arena and Expo on non-school days; and prohibited events on public property unless permitted by the city.

Motion made by Councilmember Lozinski, Seconded by Councilmember Moua-Leske to introduce Ordinance 25-028 adopting Chapter 10, Article IV- Temporary Cannabis Events. Voting Yea: Mayor Byrnes, Councilmember Alcorn,

Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 7-0.**

Project AP-008: Instrument Landing System (ILS) Replacement-Runway 12 - Consider Amendment #A01 to MnDot Grant Agreement No. 1056813 / S.P. A4201-110

MnDOT Grant Agreement No. 1056813 (S.P. A4201-110) was approved by the Council on April 23, 2024. The grant agreement included funding for the engineering design and project formulation in the amount of \$97,400. Amendment #A01 included Phase Two construction with project administration and engineering (\$432,906) and CO1 to replace MALSF Shelter (\$51,000). The original Grant Agreement plus Amendment #A01 resulted in a total project cost of \$581,306.00 with 70% State participation of \$406,914.20 and 30% local participation of \$174,391.80. The 2024 capital budget included the ILS project at a total cost of \$1,000,000, with \$300,000 included for local costs.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve MnDOT Grant Agreement Number 1056813 / S.P. A4201-110 resulting in total project costs of \$581,306.00 with 70% State cost participation of \$406,914.20 and 30% local participation of \$174,381.80. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 7-0.**

Project AP-011: WPA Hangar Apron & Taxilanes Reconstruction Project – Consider Authorization to Advertise for Bids

The existing Works Progress Administration (WPA) Hangar Apron and Taxi lane pavement were 30 years old and have reached the end of their useful life. The pavement was in poor condition with distress types summarized as alligator cracking, transverse cracking, patching, and surface weathering. The pavement required full reconstruction to continue safely serving airport operations. The Project would reconstruct 8,830 square yards of Taxi lane D, Taxi lane H and the WPA Hangar Apron pavement and also included grading, drainage improvements, pavement markings, aircraft tie-downs, and turf establishment. The 2025 airport CIP had included the project in the budget for \$750,000 in total cost (including State and Federal share of project expenses). During budget discussions with the Council, it was suggested that the project should not be constructed until 2026. The current cost estimate was \$865,426, including engineering costs. The estimated funding share for the project was projected at \$320,153 Federal, \$377,407.10 State, and \$167,865.90 local. At the January 28, 2025, meeting, the Council authorized execution of a Professional Services Agreement with TKDA for project formulation and design phase services of the WPA Hangar Apron & Taxi lanes Reconstruction Project in an amount not-to-exceed \$70,500.00. Staff indicated that engineering design costs would be grant eligible with a future construction project grant request. The project design included grading the apron area to facilitate better drainage, salvaging existing granular material if possible, and placing a new 4" bituminous surface. The plans and specifications had been prepared by TKDA, and the project was ready to advertise for bids. TKDA planned to begin advertising for bids on March 17th, with a proposed bid opening of April 15th and the project would not be allowed to begin construction until 2026. The city needed to submit a federal grant application prior to April 28th to access fiscal year 2025 Airport Improvement Program (AIP) grant funds. Bids would be reviewed and brought before the City Council for consideration of the award on April 22nd. If Council did not wish to move forward at this time, an alternative would be to wait until Winter 2026 to begin project advertising. The downside to waiting would be there would not be a guarantee of grant awards before August and would shorten the construction season for the project. Councilmembers asked for additional clarification on when bidding would occur, budgets, federal funding, and the capital improvement plan.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to not authorize advertisement for Project AP-011 and to have city staff wait until 2026 when the project is included in the CIP. Voting Yea: Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schroeder, Councilmember Schwartz. Voting Nay: Mayor Byrnes, Councilmember Alcorn, Councilmember Schafer. The motion **Carried. 4-3.**

Consider Resolutions Providing for the Issuance and Sale of General Obligation Bonds, Series 2025A and General Obligation Sales Tax Bonds, Series 2025B

Series 2025A included Street Reconstruction Bonds for South Hill Street/South Minnesota Street and Charles Avenue, Equipment Certificates for the Fire Department aerial truck and Utility Bonds for the Legion Field Stormwater phase III project. The resolution included authority provided to staff, the City's Municipal Advisor (BakerTilly) and the City's Bond Counsel (Kutak Rock LLP) for the Council to consider proposals on the bonds and/or take any other appropriate action with respect to the bonds at 5:30 PM on Tuesday, April 8, 2025. GO Sales Tax Revenue Bonds, Series 2025B includes the issue and sale of sales tax revenue bonds pursuant to a referendum question duly approved by the electorate of the City in November 2023 to authorize the City extend a local sales and use tax of one-half of one percent to finance the construction of a new municipal aquatic center. The resolution includes authority provided to staff, the City's Municipal Advisor and the City's Bond Counsel for the Council to consider proposals on the bonds and/or take any other appropriate action with respect to the bonds at 5:30 PM on Tuesday, April 8, 2025.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve Resolution 25-020 Providing for the Issuance and Sale of GO Bonds 2025A and Resolution 25-021 Providing for the Issuance and Sale GO Sales Tax Revenue Bon 2025B. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 7-0.**

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

The council met prior to the regular meeting to conduct interviews. Mayor Byrnes recommended the following:

Bryan Arzdorf be appointed to the Police Advisory Board with a term ending May 31, 2027

Julie Walker was appointed to the Diversity, Equity and Inclusion Commission to fill a partial term ending on May 31, 2026.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Schroeder to confirm and appoint Arzdorf to the Police Advisory Board with a term ending May 31, 2027, and Julie Walker to the Diversity Equity and Inclusion Commission for a partial term ending May 31, 2026. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz. The motion **Carried. 7-0.**

Commission/Board Liaison Reports

Byrnes	MnDOT announced they would be including a reduced conflict intersection in their 2029 construction plan for Tiger Drive and State Street.
Alcorn	Public Housing discussion a number of items that members had issue with and would be meeting again in a special meeting to further discuss the topics brought up.
Lozinski	No report.
Moua-Leske	The Juneteenth Committee was nominated and selected for the <i>President's Community Partner Award</i> by the Seed Coalition. The award was for a community-based organization that had enhanced the quality of life in the community in meaningful and measurable way and has engaged in the development of sustained, reciprocal partnerships with a college or university.
Schafer	Absent.

Schroeder No report.

Schwartz The Library Board began a tree sponsorship program to help replace ash trees on the library property over the next 6-8 years.

Councilmember Individual Items

Councilmembers Schafer, Moua-Leske and Alcorn who were part of the Aquatic Center Selection Committee announced that the bid opening for the new aquatic center was very promising and there was a high chance that all the add alternates could be pursued.

City Administrator

City staff worked diligently over the past couple of months on securing a compromise with nearby townships to retain fire services. Marty Seifert was still working on several items for the city including funding for the band shell replacement, MERIT Center bonding and an extension of TIF funds. David Schelkoph, General Manager of Marshall Municipal Utilities, announced his retirement.

Director of Public Works/City Engineer

The Active Transportation Trail Project bid opening was scheduled for March 13, 2025. MnDot announced that a portion of the Camden Trail was selected for a resurfacing project in 2029.

City Attorney

No report.

Administrative Brief

There were no questions or comments about the Administrative Brief.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions or comments about the Upcoming Meetings.

Adjourn

At 6:25 PM Motion made by Councilmember Alcorn, Seconded by Councilmember Lozinski to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Alcorn, Councilmember Lozinski, Councilmember Moua-Leske, Councilmember Schafer, Councilmember Schroeder, Councilmember Schwartz.

Attest:

City Clerk

Mayor

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 25, 2025
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project PK-013/SAP 139-590-001: 2024 Marshall AT Improvements Project - 1) Consider Resolution Accepting Bid (Awarding Contract); 2) Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1058462.
Background Information:	<p>The City of Marshall was awarded \$360,381 in Active Transportation (AT) Infrastructure Program grant funds for construction of several city-wide pedestrian improvement projects including an enhanced pedestrian crossing (RRFB) at US Hwy 59/A Street, a shared use trail along US Hwy 59 between Boyer Drive & Windstar, and the re-alignment of the Camden Trail at County Road 7 along with an enhanced crossing (RRFB). This project has been designed to adhere to Municipal State Aid standards, MnDOT standards, and US Army Corps of Engineers standards, where applicable.</p> <p>At their meeting on 12/27/2022, the City Council adopted a “Resolution Supporting Pursuit of Active Transportation Infrastructure Funding for US 59 Pedestrian Crossing Improvements, CR 7/Airport Road Trail Crossing Improvements and Trail Realignment, and US 59 Trail Extension”. On 11/08/2024, the City received authorization from MnDOT to advance the status of this project, with the project AT funding capped at \$360,381. The project funding requires the execution of a MnDOT grant agreement before the AT funds can be accessed.</p> <p>On 02/11/2025, the City Council authorized the advertisement for bids for the project, and bids were received on 03/12/2025. Two bids were received, with the low bid submitted by R and G Construction Co. of Marshall, MN in the amount of \$288,777.70.</p> <p>Included in the packet is a State Active Transportation Program Grant Agreement for Council consideration. The grant is written for \$288,777.70, and upon execution of this grant agreement our Active Transportation funds will be available to us by reimbursement.</p>
Fiscal Impact:	The estimated construction cost will be covered by the grant. Engineering costs are not grant eligible and will be funded with local funds. Engineering costs, as well as any construction costs that go above grant amount, will be funded with municipal state aid street (MSAS) funds, as requested per Resolution 25-007 in the amount of \$150,000 for this project.
Alternative/Variations:	No alternative actions recommended.

Recommendations:	<p>Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 25-022, which is the “Resolution Accepting Bid (Award Contract) for Project PK-013/SAP 139-590-001: 2024 Marshall AT Improvements Project” to R and G Construction Co. of Marshall, Minnesota, in the amount of \$288,777.70.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 25-023, which is the “Resolution Authorizing Execution of MnDOT Grant Agreement No. 1058462” for the AT grant award in the amount of \$288,777.70 towards construction of the project.</p>
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RESOLUTION NUMBER 25-022

RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for Project PK-013/SAP 139-590-001: 2024 Marshall AT Improvements Project, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement for bids:

Bidder	Amount
R and G Construction Co. Marshall, MN	\$288,777.70
Duininck, Inc. Prinsburg, MN	\$362,707.75

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

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into an agreement with R and G Construction Co. of Marshall, Minnesota, in the amount of \$288,777.70 according to the plans and specifications on file in the Office of the City Clerk.

Passed and adopted by the Council this 25th day of March, 2025.

Mayor

ATTEST:

City Clerk

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

**STATE OF MINNESOTA
ACTIVE TRANSPORTATION PROGRAM
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and ("Grantee"):

Public Entity (Grantee) name, address and contact person:

City Of Marshall
344 West Main Street
Marshall, MN 56258
Contact: Jason Anderson, P.E.; Public Works Director/City Engineer

RECITALS

1. Minnesota Statute § 174.38 authorizes the State to enter into this agreement.
2. General Funds were appropriated for the Active Transportation Program in Minnesota Laws 2023, Chapter 68- H.F. 2887.
3. Grantee has been awarded Active Transportation (AT) Program funds under Minn. Stat. § 174.38.
4. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

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

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on **December 31, 2028**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits.** Exhibit A: Sources and Uses of Funds Schedule; Exhibit B: Grant Application; Exhibit C: Grantee Resolution Approving Grant Agreement are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will conduct activities in accordance with its grant application, or in the case of legislatively selected projects, in accordance with the enabling session law, which is attached to this Agreement as Exhibit B.
- 2.2 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- 2.3 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by Grantee under this agreement as follows:

4.1.1 **Compensation.** Grantee will be reimbursed for actual, incurred costs that are eligible under Minn. Stat. § 174.38. Grantee shall use this grant solely to reimburse itself for expenditures it has already made to pay for the costs of one or more of the activities listed under section 2.1.

4.1.2 **Sources and Uses of Funds.** Grantee represents to State that the Sources and Uses of Funds Schedule attached as Exhibit A accurately shows the total cost of the project and all of the funds that are available for the completion of the project. Grantee agrees that it will pay for any costs that are ineligible for reimbursement and for any amount by which the costs exceed State's total obligation in section 4.1.3. Grantee will return to State any amount appropriated but not required.

4.1.3 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$288,777.70**.

4.2 Payment

4.2.1 **Invoices.** Grantee will submit state aid pay requests for reimbursements requested under this grant agreement. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.

4.2.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 **Contracting and Bidding Requirements.** If Grantee is a municipality as defined by Minn. Stat. § 471.345, subdivision 1, then Grantee shall comply with the requirements of Minn. Stat. § 471.345 for all procurement under this Agreement.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Marc Briebe,
Programs Engineer,
MnDOT State Aid Office
395 John Ireland Boulevard, MS 500
St. Paul, MN 55155
Office: 651-366-3802
marc.briebe@state.mn.us

or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Eric Hanson, P.E.,
Assistant City Engineer,
507-537-6774, eric.hanson@ci.marshall.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 **Assignment Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 **Liability**

Grantee and State agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of State is governed by the provisions of Minn. Stat. Sec. 3.736. If Grantee is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of Grantee is governed by the provisions of Chapter 466. Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by Grantee, or subject to any exclusion from coverage in any insurance policy.

9 **State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 **Government Data Practices and Intellectual Property Rights**

- 10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as i

to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13 Termination; Suspension

13.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

13.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

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

13.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

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

14 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

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

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

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

18 Additional Provisions

18.1 Prevailing Wages. Grantee agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat. §. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the project. By agreeing to this provision, Grantee is not acknowledging or agreeing that the cited provisions apply to the project.

18.2 E-Verification. Grantee agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

18.3 Telecommunications Certification. If federal funds are included in Exhibit A, by signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

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

18.5 Use, Maintenance, Repair and Alterations. The Grantee shall not, without the written consent of the State and the Commissioner, (i) permit or allow the use of any of the Property improved with these grant funds (the Real Property) for any purpose other than in conjunction with or for nonmotorized transportation, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may

improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in section (i), (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Grantee fails to maintain the Real Property in accordance with this Section, the State may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Grantee irrevocably authorizes the State to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by the State shall be at its sole discretion, and nothing contained herein shall require the State to take any action or incur any expense and the State shall not be responsible, or liable to the Grantee or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by the State pursuant to this Section shall be due and payable on demand by the State and will bear interest from the date of payment by the State at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

[The remainder of this page has intentionally been left blank.]

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05

By: _____

State Aid Programs Manager
(with delegated authority)

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

EXHIBIT A

SOURCES AND USES OF FUNDS SCHEDULE

SOURCES OF FUNDS		USES OF FUNDS	
Entity Supplying Funds	Amount	Expenses	Amount
State Funds:		Items Paid for with AT General Fund Grant	
2023 AT General Fund Grant, SAAS Acct 416	\$288,777.70	Funds:	
Other:		Construction of three trail improvement locations.	\$288,777.70
	\$		\$
	\$		\$
	\$		\$
Subtotal	\$288,777.00	Subtotal	\$288,777.70
Public Entity Funds:		Items paid for with Non-AT General Fund Grant Funds:	
Matching Funds	\$0.00		
Other:			
	\$		
Subtotal	\$0.00	Subtotal	\$0.00
TOTAL FUNDS	\$288,777.70	TOTAL PROJECT COSTS	\$288,777.70

EXHIBIT B

GRANT APPLICATION

Attach the grant application for the project

Form Name:	Minnesota State Active Transportation Program: Infrastructure Solicitation Application
Submission Time:	December 29, 2022 11:30 am
Browser:	Chrome 80.0.3987.149 / Windows
IP Address:	38.140.144.226
Unique ID:	1051845521
Location:	38.9609, -77.3429

Minnesota State Active Transportation Program: Infrastructure Solicitation Application

I. Project Information (i)

A. Applicant Information

Name	Jason Anderson
Email	jason.anderson@ci.marshall.mn.us
Phone	(507) 537-6760
Agency name	City of Marshall
Agency type	State Aid City (Population >5,000)
Address	344 W Main St Marshall , MN 56258
County	Lyon
MnDOT district	District 8

B. Lead Agency Sponsor Information

C. Project Funding

Active Transportation Program Request	360381
Federal funding amount	0
State funding amount (other than Active Transportation)	0
Local city/town/county funding amount	50000
Local city/town/county funding source	MSAS Funds
Other funding amount	0
Total Project Funding	410381

D. Brief Project Description

Enter a brief description or title of your project. Example: "Shared use path along CSAH 12 and curb extensions at intersection of CSAH 12 and Main St"

The city will make several city-wide pedestrian improvements. Improvements will include: RRFBs and consideration for a pedestrian island at the intersection of US 59/A St, filling a trail gap on US59 from Boyer St to Windstar St, rerouting 800 feet of Camden Trail, and a RRFB at CSAH 7/Camden Trail

E. Project Location

List all public agencies that are a part of this project. An agency should be listed if it is partnering on this project or if this project will be constructed at any point within its city/township/county limits.

MnDOT, City of Marshall, Lyon County

Will any proposed infrastructure improvements be constructed on the right-of-way or property of a township, city, or county other than the applicant or lead agency sponsor?

Yes

If yes, list the township, city, or county in which construction is proposed by this project.

US 59/A St - MnDOT. US 59 Trail Gap, Boyer St to Windstar St - MnDOT. CSAH 7/Camden Trail Crossing - Lyon County. Resolutions of support from these agencies can be found in Appendix A - Project Support.

Latitude

44.44464

Longitude

-95.78541

F. Type of Work

Select the type of work on which the requested funds would be used

Construction of non-federally funded project

G. Eligibility Check

The applicant must have a full resolution (not just a letter of support) from their council or governing board supporting the project and application for Active Transportation grant funds. The applicant understands this eligibility requirement and has attached to this application the resolution of support from their council or governing board.

Yes

If a lead agency sponsor is required, the applicant must have a full resolution (not just a letter of support) from the sponsoring agency's council supporting the project and agreeing to act as the project sponsor. The applicant understands this eligibility requirement and has attached to this application the resolution of support from their lead agency sponsor.

If the proposed project will impact public property or right-of-way or any public agency other than the applicant or lead agency sponsor, a resolution of support from that impacted public agency must be attached to the application. The applicant understands this requirement and has attached any other applicable resolutions of support.

All construction items eligible for Active Transportation funds must have an effective useful life of 10 years. Will all eligible items in this proposed project have at least a 10-year expected life?

Will the proposed project be able to enter construction in either calendar year 2023 or 2024?

Please select the anticipated construction year

Active Transportation infrastructure grant funds cannot be used on impacts to trunk highways or trunk highway right-of-way without an explicit letter of support from the MnDOT district engineer. All projects that contain trunk highway impacts will be required to enter into a cooperative agreement between MnDOT and the applicant agency or between MnDOT and the lead agency sponsor. The applicant understands this eligibility requirement and has attached a letter of support from the MnDOT district engineer for the impacts to trunk highway right-of-way.

Only construction costs are eligible for the program. Development of engineering and construction plans are not eligible nor are right-of-way acquisition costs. All awarded projects must follow the State Aid process, which includes developing a construction plan set signed by a licensed engineer. The applicant must have the ability to develop this plan set or the funds to pay a consultant to develop this plan set. Exhibits from engineering studies do not qualify as a construction plan set. The applicant understands this requirement and has the ability or funds to develop the plan set.

Yes

Active Transportation funds cannot be used to pay public works staff time to construct or install any improvements. Public works staff time is not an eligible cost for the program. All awarded projects must be put out to bid and awarded to a contractor. The applicant understands this program requirement and plans to bid the project out to a contractor.

Yes

H. Project Evaluation

Title / Role	Director of Public Works/City Engineer
Email address	Jason.Anderson@ci.marshall.mn.us
Phone number	570-537-6760

II. Project Safety & Improvements

I. Safety Concerns

At any location in the project area, do pedestrians or bicyclists travel where safe infrastructure is not provided?

Yes

Check any that apply below:

Pedestrians walk along the grass or ditch.
People walk or bike within a vehicle travel lane or roadway

Have safety risks or hazards related to vehicles been identified within the project area that prevent people from safely walking or biking in or near the project area?	Yes
Check any that are present in the project area:	High vehicle speeds High levels of traffic Low stop or yield compliance for pedestrians or cyclists
List and describe the safety risks, hazards, or uncomfortable walking or biking conditions that have been identified above, including the locations of these risks and conditions. If “other” was selected for either prompt above, describe the specific safety risk or hazard. Applicants may also reference any survey data, crash data, pedestrian or bicycle plan, or other relevant sources. Upload any referenced sources when submitting this application. Each attachment must be referenced in the application, otherwise the attachment will not be considered in the scoring of the application.	<p>The proposed project contains several features that combined will fill many of the unsafe gaps in Marshall's pedestrian and bicycle transportation network. Marshall's 2016 Safe Routes to School Plan identifies all these concerns and can be referenced in Appendix D - Relevant Plans.</p> <p>In community surveys, speed of traffic, volume of traffic, and crossing safety were consistently the most prominent safety issues cited by the public. Many of these concerns were geographically focused on crossings with US59. These concerns were reflected in crash data, referring to the crash maps in the SRTS plan (pg. 18-20), the greatest density of crashes happened along the US59 corridor. While not as salient as other issues, a lack of complete trails and sidewalks was also cited by the public as an additional concern.</p> <p>Project need is demonstrated by the crash data. Specifically, the intersection of US 59/A St has experienced crashes involving bicyclists. Crash Data can be referenced in Appendix F - Crash Data.</p> <p>The Camden Trail alignment currently has a 15 foot radius 90° curve approximately 600 ft west of the CSAH 7 trail crossing. At CSAH 7, the trail currently shares the roadway for approximately 240 feet to the north and then continues to the east as it follows the Redwood River.</p>

J. Types of Improvements

List each of the active transportation infrastructure improvements that will be constructed as a part of this project. Include the specific locations of each improvement identified. (Example: New sidewalk on west side of Elm St from 1st Ave to 4th Ave. New RRFB crossing Elm St at 4th Ave.) Include any project maps or design exhibits, which may be uploaded with your application. If the applicant includes exhibits, these exhibits should be referenced in the description. Exhibits added without context in the description may not earn the applicant any additional points.

For this section Appendix B - Project Layout Documents can be referenced for project layouts and a map of trail improvements and an itemized cost estimate can be referenced in Appendix C - Cost Estimate. Project concepts were designed specifically to mitigate the public's safety concerns. At the Intersection of A St/US59 there are already pedestrian signs and a painted crosswalk. New RRFBs and a median with a pedestrian island (or bump outs pending MnDOT review) will be additionally implemented at this intersection.

Southeast of the A St intersection, trail gaps will be filled along US 59 in an important commercial area. An additional 700 feet of bituminous trail will be constructed on the east side of US 59 connecting Boyer St to Windstar St. This trail will be of adequate width to accommodate multiple modes of transportation comfortably. ADA accessible pedestrian ramps and other pedestrian safety features will be implemented at points where this trail crosses roadways.

On the west side of the city, approximately 800 feet of the Camden bike trail will be rerouted to follow the Redwood River. The proposed crossing at CSAH 7 will be relocated 200 feet north of the existing crossing and include a new RRFB, and either bump-outs or a pedestrian island. ADA accessible pedestrian ramps and other pedestrian safety features will be implemented at points where this trail crosses roadways.

K. Project Improvements

Destinations: Explain how listed improvements would connect communities or connect destinations within your community. Note that since schools have a dedicated funding source through the Safe Routes to School program, this application is looking for how projects will connect destinations other than schools within the applicant's community. (Example: New sidewalks on Elm Street would allow for safer walking to the library one block to the east)

With an award, the City of Marshall will fill many remaining gaps in its bike and pedestrian infrastructure network. The A St/US59 Intersection is in proximity of many public amenities including multiple parks, the public library, and businesses downtown. Safety improvements at this intersection will facilitate transportation alternatives to reach these important attractions and decrease automobile dependence. The termination of proper sidewalk south of Boyer Dr is a glaring gap in the City's pedestrian infrastructure. An additional connection here would connect an important commercial area. The new safety improvements on Camden Regional Trail will provide residents on the west side of town with a safer non-motorized route and improved connectivity to the nearby Lyon County Fairgrounds.

Safety Risk Mitigation: Explain how each of the listed improvements in "Section J. Types of Improvements" would mitigate the safety risks and hazards described in "Section I. Safety Concerns." (Example: New RRFB at 4th Ave may improve visibility of pedestrians crossing Elm Street.)

The public's input on safety concerns has guided the proposed project concepts. Starting with the A St/US59 Intersection, the planned RRFBs and possible pedestrian island will directly mitigate the identified concerns around vehicle speed and volume. An additional RRFB will increase the vehicle yield-rate at the intersection of CR7 and the Camden Regional Bike Path. RRFBs greatly increase the visibility of pedestrians and can increase vehicle yields rates by up to 47%; these improvements will be noticeable and beneficial for pedestrians and bicyclists. Safer crossings will create a more comfortable pedestrian experience and encourage more residents to use transportation alternatives.

Public engagement has also identified the desire for more sidewalks and trails to provide a safer pedestrian experience. The addition of a trail along US59 between Boyer Dr and Windstar St will provide greater access to attractions while avoiding conflict between different modes of transportation.

Re-routing the Camden trail will provide the opportunity to perpetuate an off multi-use trail facility. It will also eliminate conflicts with vehicle traffic by removing an on road trail segment and the trail crossing at a vehicular intersection.

III. Community Engagement & Transportation Policies

L. Plans, Policies, & Studies

1. Does the applicant agency or lead agency sponsor have any pedestrian or bicycle plan?

Yes

If yes, in which year did the local governing agency adopt the plans?

2016

If yes, provide link to the most recent plan

http://www.swrdc.org/wp-content/uploads/2017/12/Marshall_SRTSPlan_FinalADANew2.pdf

2. Has the adopted plan received any updates, addendums, surveys, public engagement sessions, or any other changes since it was adopted?

No

3. Are the improvements in this project identified in the listed plan?

Yes

If yes, provide the page number(s) on which the project is identified

The Us 59/ A St intersection is identified as an unsafe intersection on pg. 18 of Marshall's SRTS plan.

4. Explain how the proposed improvements in this project were identified, planned, and prioritized. This includes any community engagement or public outreach activities.

Project priority is driven by public concern. City staff have received repeated requests from the public to improve the crossings at CR 7 and the Intersection at US 59/ A St. This public input has been mirrored in the public engagement efforts conducted during the SRTS planning process. The 2040 Marshall Comprehensive Plan identifies the goals of mitigating gaps in public facilities and providing a well-connected multimodal transportation system. The project is consistent with the goal of providing transportation alternatives including biking and walking, identified in the Lyon County Comprehensive Plan.

5. Has the applicant agency or sponsor adopted a complete streets policy?

Yes

If yes, in which year did the local governing agency adopt the policy?

11/28/17

If yes, provide link to the adopted policy

https://cms9files.revize.com/marshallmn/_Departments/Public%20Works/Engineering/2017_11_28%20Resolution%20No.%204447,%20Second%20Series%20Resolution%20Only.pdf

IV. Equity Score

M. Advancing Equity

Describe how this project will advance equity in your community. This should be specific to how this project will benefit the people living and working in your community.

For those who encounter barriers to opportunity, safer bike and pedestrian routes will be a noticeable improvement. Equity is integrated into this project by filling the gaps where transportation alternatives are currently limited. Ensuring equity in facilities is a key goal identified in the 2022 Marshall Comprehensive Plan Draft, reference Appendix - D Relevant Plans.

Marshall is a diverse community with vulnerable populations that demonstrate the need for infrastructure investment. 17.7% of residents live beneath the poverty line in Marshall, this is nearly double the statewide poverty rate. There are 599 affordable housing units fixed to below 80% AMI and 337 of those units are fixed below 50% AMI; some of these units directly abut project improvements. 10.5% of residents identify as disabled and a robust path system is critical to ensuring disabled populations have equitable access to transportation. Lastly 9% of Marshall's residents do not have a car. These disadvantaged can be visualized with the Active Transportation Program Equity App, the populations nearest to the project areas have equity scores ranging from nine to eleven.

According to the Minnesota Sustainable Transportation Advisory Council (MN STAC) 2021 recommendations: providing transportation alternatives can promote equity by providing greater housing choice, employment choice, and fighting cycles of persistent poverty. Lastly, by providing alternatives to cars communities can reduce vehicle miles traveled and improve air quality for adjacent communities.

N. Active Transportation Equity Score

V. Attachments

Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445169
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445170
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445171
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445172
Upload Attachment Here	https://www.formstack.com/admin/download/file/13933445173

VI. Conflict of Interest Disclosure

Having had the opportunity to review the above Organizational Conflict of Interest Checklist, the applicant hereby indicates that it has, to the best of its knowledge and belief:

Determined that no potential organization conflict of interest exists

VII. Affidavit of Noncollusion

Choose from the two responses:	The applicant affirms to the above statements
---------------------------------------	---

EXHIBIT C

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

See next page

RESOLUTION 25-_____
Active Transportation Program Grant Agreement No. 1058462
Grant Terms and Conditions
SAP 139-590-001
March 25, 2025

WHEREAS, the City of Marshall has applied to the Commissioner of Transportation for a grant from the Active Transportation Account; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available (State Aid Accounting System Account No. 416 (2023 AT General Funds); and

WHEREAS, the amount of the grant has been determined to be **\$288,777.70** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that the City of Marshall does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.38, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Active Transportation Account any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Passed and adopted by the Council this 25th day of March, 2025.

Mayor

ATTEST:

City Clerk

March 18, 2025

Jason Anderson
Marshall City Engineer

Re: Encumbrance Letter for SAP 139-590-001

Based on the awarded bid for the project listed above funding has been approved as follows:

2023 AT Funds (SAAS Acct 416) – Construction	\$	288,777.70
Local City Funds	\$	0.00
<hr/>		
Total	\$	288,777.70

The State Transportation Fund Grant Agreement needs to be prepared with a resolution inserted. The resolution must state the amount of the grant, the project number as listed above and agree to pay any costs in excess of this grant.

Your MnDOT Agreement Number, provided in the initial funding letter, should be referenced in the upper right-hand corner of this grant agreement. Prior to obtaining local agency signatures, submit a MS Word version of the draft grant agreement for review to Olga Kruglova (olga.kruglova@state.mn.us). After Ms. Kruglova has approved the agreement as to form, obtain local agency signatures and submit a pdf of the signed grant agreement to Ms. Kruglova, with a copy to Rashmi Brewer (rashmi.brewer@state.mn.us). The template for the agreement and a sample resolution can be found on the State Aid website under Programs/AT Website. <http://www.dot.state.mn.us/active-transportation-program/index.html>. The **grant agreement should be fully executed before construction begins. No bond funding can be paid to you until the agreement is executed.**

Sincerely,

Mohamed Farah
State Aid Finance

cc: DSAE
Rashmi Brewer, State Aid Programs Engineer

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Pamela Whitmore
Meeting Date:	Tuesday, March 25, 2025
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Adoption of Ordinance 25-001 Amending Section 42-II-2 Graffiti
Background Information:	<p>There have been instances of graffiti in Memorial Park, as well as on infrastructure, including bridges, which involved chalk and which caused much disruption to the public, as well as proved challenging to remove. The removal ended up burdening city resources both in time and cost.</p> <p>The proposed amendments addresses those issues through imposition of manner and place regulations on use of chalk, without regulating viewpoints. The proposed amendments requires a permit for individuals to use chalk on city owned property, publicly dedicated property or public infrastructure, while, at the same time, preserving the ability for residents and their children to use chalk in residential neighborhoods on sidewalks. Additionally, there is a cost recovery mechanism built if the chalking permit holder fails to remove chalking as required by permit.</p>
Fiscal Impact:	None
Alternative/ Variations:	Not Approve.
Recommendations:	To adopt Ordinance 25-001 amending Article 42-II, Division 42-II-2 Graffiti and authorizing its summary publication.

**CITY OF MARSHALL
ORDINANCE 25-001**

**AN ORDINANCE AMENDING ARTICLE 42-II OFFENSES INVOLVING
PROPERTY RIGHTS, DIVISION 42-II-2 GRAFFITI**

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

SECTION 1: **AMENDMENT** “Section 42-36 Definitions” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 42-36 Definitions

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

Graffiti means any writing, printing, marks, signs, symbols, figures, designs, inscriptions or other drawings which are scratched, scrawled, painted, drawn or otherwise placed on any exterior surface of a building, wall, fence, sidewalk, curb or other permanent structure on public or private property and which have the effect of defacing the property.

Graffiti implements means paint, aerosol or pressurized containers of paint, indelible markers, chalk, ink, dye or any other substance capable of defacing property.

(Ord. No. 402 2nd series, § 1(10.34(2)), 10-19-1998)

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

SECTION 2: **AMENDMENT** “Section 42-38 Prohibited Acts” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 42-38 Prohibited Acts

- (a) *Applying graffiti*. Other than related to chalk as allowed by permit or otherwise, it shall be unlawful for any person to apply graffiti to any natural or manmade surface on any real or personal property owned by the city or other government. Except when using on sidewalks in Residence Districts or Special Residence Districts referenced in Section 86-71, to the extent any person wishes to use chalk on any natural or

manmade surface on any real or personal property owned by the City or owned by other governmental entities but within City's jurisdictional limits, the person may do so only with a permit issued by the City. It shall be unlawful for any person to apply graffiti to any natural or manmade surface on any privately owned real or personal property without the permission of the owner.

- (b) *Possession of graffiti implements by minors.* Other than chalk, it shall be unlawful for any person under the age of 18 years to possess any graffiti implement while on any school property, grounds, facilities, buildings or structures, or in areas immediately adjacent to those specific locations upon public property, or upon private property without the prior written consent of the owner or occupant of such private property. The provision of this division does not apply to the possession of graffiti materials by a minor attending or traveling to or from a school at which time the minor is enrolled if the minor is participating in a class that the school formally requires the possession of such graffiti materials. The burden of proof in any prosecution for violation of this division is upon the minor student to establish the need to possess the graffiti materials.
- (c) *Unlawful possession near certain property.* Other than chalk, it shall be unlawful for any person to possess any graffiti implement while in or upon any public facility, park, playground, swimming pool, recreational facility, or other public building or structure owned or operated by the city or while in or within 50 feet of an underpass bridge abutment, storm drain, or similar types of infrastructure unless otherwise authorized by the city.
- (d) Chalk. In the event that chalk is used as part of a city permitted event, the permittee shall remove the chalk message, depiction, pictures or graphic no later than the end of event. If removal does not occur, the City shall charge the permittee an amount set forth in the City Fee Schedule for removal.

(Ord. No. 402 2nd series, § 1(10.34(3)), 10-19-1998)

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

SUMMARY ORDINANCE NUMBER 25-001

**AN ORDINANCE AMENDING ARTICLE 42-II OFFENSES INVOLVING
PROPERTY RIGHTS, DIVISION 42-II-2 GRAFFITI**

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

Section 1: City Code of Ordinances, Chapter 42, Article II, Division 2 Graffiti is amended in summary as follows:

The possession of chalk by a minor is allowed and minors may possess chalk in public facilities, parks, playgrounds, and recreation facilities. Chalk used as part of a city event must be permitted by the city and the permittee shall remove the chalk message, depiction, picture or graphic by the end of the event.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 25-001.

It is hereby directed that only the above Title and Summary of Ordinance No. 25-001 be published conforming to Minnesota Statutes §331A.01 with the following:

NOTICE

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

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

Passed and adopted by the Common Council this 25th day of March 2025.

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

ATTEST:
Steven Anderson
City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Pamela Whitmore
Meeting Date:	Tuesday, March 25, 2025
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Adoption of Ordinance 25-002 Regulating Temporary Cannabis Events
Background Information:	<p>With the adoption of the state law allowing Cannabis Businesses, the Legislature also established a license for Temporary Cannabis Events. Minn. Stat. § 342.39. Under this Section, a Cannabis Event Organizer License entitles the license holder to organize a temporary cannabis event lasting no more than four days. Cities cannot prohibit these events but can regulate them.</p> <p>Staff worked collaboratively with the Legislative & Ordinance Committee on an Ordinance allowing these temporary events in the City of Marshall. The Ordinance establishes an application process for city authorization of these events and provides a reimbursement mechanism to the City for recovery of any costs arising out of provision of special services from the City to the event organizers.</p> <p>In addition to an application process, the Ordinance allows onsite consumption of product at these events as long as certain requirements are followed, many of which are outlined in state law. Some of these requirements include a separate area, that is screened and has a process for age verification in place.</p> <p>The Ordinance also touches on the following:</p> <ul style="list-style-type: none"> • A distance buffer between the events and schools. • Prohibition of events on public property unless permitted by the City through the park permit process. • Allowing events at the Red Baron Center on non-school days. • Provision of fees for Special Services via the City's Fee Schedule . • Authorization for collection of a deposit. • Hours restrictions have been revised to reflect a start time of 7am and a stop time of 10:30 pm.
Fiscal Impact:	None
Alternative/ Variations:	Not approve or motion for amendments
Recommendations:	To adopt Ordinance 25-002 adding Ch. 10 Article IV- Temporary Cannabis Events and authorizing its summary publication.

**CITY OF MARSHALL
ORDINANCE 25-002**

**AN ORDINANCE AMENDING CHAPTER 10 AMUSEMENTS AND
ENTERTAINMENTS, ADOPTING ARTICLE IV TEMPORARY CANNABIS
EVENTS**

WHEREAS, the purpose of this ordinance is to protect public health, safety, and welfare in the City of Marshall ("City" or "City of Marshall") by implementing certain regulations related to Temporary Cannabis Events, allowed by state law for up to four (4) days within the city; and WHEREAS, the Common Council of the City of Marshall hereby finds and concludes that these regulations are appropriate, necessary, lawful, and in the best interest of the City and its residents.

The Common Council of the City of Marshall do ordain:

SECTION 1: **ADOPTION** “ARTICLE 10-IV TEMPORARY CANNABIS EVENTS” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

ARTICLE 10-IV TEMPORARY CANNABIS EVENTS(*Added*)

SECTION 2: **ADOPTION** “Section 10-40 Statement of Policy” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-40 Statement of Policy(*Added*)

The City of Marshall makes the following legislative findings: The purpose of this ordinance is to protect public health, safety, and welfare in the City by implementing regulations on temporary cannabis events within the City pursuant to Minnesota Statutes, Chapter 342, specifically Sections 342.39 and 342.40. The City finds and concludes that these regulations are appropriate, lawful, in the public interest, and for the public good.

SECTION 3: **ADOPTION** “Section 10-41 Definitions” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-41 Definitions(*Added*)

- (a) “Cannabinoid Product” means cannabis product, a hemp derived consumer product, or a lower-potency hemp edible as defined in Minn. Stat. § 342.01.
- (b) “School” means any property owned, leased, or controlled by an independent district, commonly referred to as a school district, under Minn. Stat. § 123A.05; or by an organization operating a nonpublic school, as that term is defined in Minn. Stat. § 123B.41, subd. 9, where an elementary, middle, secondary school, secondary vocational center or other school providing educational services for any grade kindergartner through grade 12 is located; or any property owned, leased or used as a community education program by a school district or districts for children and their caregivers, relatives or parents for the ages from birth to kindergarten, excluding properties exclusively used for the remote or online delivery of educational programming.
- (c) “Special Services” means the exclusive allocation of City resources, including, but not limited to, city personnel, equipment, rights-of-way, property or facilities for use in conjunction with a specific event or activity, as requested by the host or sponsor of the event, or as requested by or on behalf of any person attending the event, or deemed necessary by city staff in order to maintain public safety. Special Services shall include, but not be limited to, any of the following: street closures; requiring police officers to stop or reroute traffic; special police protection; stationing emergency vehicles at or in the immediate vicinity of the event; exclusive use of city streets or property as a staging area or for event parking; additional street cleaning and garbage removal services; special signage, such as temporary no parking signs; the use of any city building, equipment or other property for any purpose other than the normal operations of the facilities; or the City otherwise providing exclusive services.
- (d) “Temporary Cannabis Event Organizer” means an individual or an organization licensed by the State of Minnesota to hold a Temporary Cannabis Event, as described in Minnesota Statute Section 342.39 and 342.40.

SECTION 4: **ADOPTION** “Section 10-42 Temporary Cannabis Event, Permit Required” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-42 Temporary Cannabis Event, Permit Required(*Added*)

Any person or organization desiring to hold a Temporary Cannabis Event in the City must first obtain a Temporary Cannabis Event Permit from the City.

SECTION 5: **ADOPTION** “Section 10-43 Permit Application” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-43 Permit Application(*Added*)

- (a) Form. Application for a permit to hold a Temporary Cannabis Event must be made in writing and must contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and must be signed and sworn to or affirmed by the Temporary Cannabis Event Organizer. The application must contain and disclose the following:
- (1) Applicant name, address, phone number;
 - (2) Date(s) of proposed Temporary Cannabis Event;
 - (3) Duration of Temporary Cannabis Event, including beginning and ending times;
 - (4) Address of proposed Temporary Cannabis Event;
 - (5) Name of property owner, if different from applicant;
 - (6) A complete copy of the cannabis event license application, submitted to the Office of Cannabis Management pursuant to Minnesota Statutes Section 342.39 subd. 2;
 - (7) Type and description of the Temporary Cannabis Event including:
 - a. Whether the general public will be permitted to attend, and estimated number of persons to attend;
 - b. Any public health plans, including supplying water to the site, solid waste collection and provision of toilet facilities, if applicable;
 - c. Any fire prevention and emergency medical services plans, if applicable;
 - d. Security plans;
 - e. The admission fee, donation, or other consideration to be charged or requested for admission, if applicable;
 - f. Whether food or alcohol will be served or sold at the event;
 - g. A detailed description of all public rights-of-way and private streets for which the applicant requests the City to restrict or alter normal parking, vehicular traffic or pedestrian traffic patterns, the nature of such restrictions or alterations, and the basis;
 - h. A description of any services, city personnel, city equipment, and city property which the applicant requests the City to provide, including the applicant’s estimate of the number and type needed, and the basis on which the estimate is made. However, the City retains sole discretion to determine the number and type of services required for the event;
 - i. Whether any sound amplification or public address system will be

- used or if there will be any playing of any music or musical instruments;
- j. A statement signed by the applicant agreeing to pay all fees and meet all other requirements of this Section;
- k. Applicant signature and property owner's signature, if different from applicant; and
- l. Any other information requested by the City, acting through its City Administrator or Chief of Police deemed reasonably necessary in order to determine the nature of the Temporary Cannabis Event and the extent of any Special Services required.
- (b) Time for filing. A Temporary Cannabis Event permit application must be filed with the City at least 30 days in advance of the date in which the Temporary Cannabis Event is to occur.
- (c) Permit fee. An applicant for a Temporary Cannabis Event permit must pay a nonrefundable permit fee in the amount set forth in the City's fee schedule.

SECTION 6: ADOPTION “Section 10-44 Application Review” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-44 Application Review(*Added*)

- (a) Upon receipt of a Temporary Cannabis Event permit application, the City Administrator, or their designee, shall be responsible for promptly processing the application, including conferring with City staff and the applicant as necessary to implement the provisions of this Section, and, when required by this Section, forwarding the processed application to the City Council with a recommendation to approve, approve with conditions or modifications, or deny the Temporary Cannabis Event permit application.
- (b) Special Services. The City Administrator shall work with City staff to determine whether Special Services may be necessary, and the cost for such Special Services.
- (c) Review. When a Temporary Cannabis Event will not require any Special Services, the City Administrator may review and approve the permit application administratively. In cases where a Temporary Cannabis Event requires Special Services, the application will be presented to the City Council for review.
- (d) Permit Denial. The city may deny an application for a Temporary Cannabis Event permit if it determines from a consideration of the application or other pertinent information, that:
 - (1) The information contained in the application or supplemental information

- requested from the applicant is false or nonexistent in any material detail;
- (2) The applicant fails to supplement the application after having been notified by the City of additional information or documents needed;
 - (3) The applicant fails to agree to abide or comply with all of the conditions and terms of the Temporary Cannabis Event permit, including payment of all costs and expenses;
 - (4) The Temporary Cannabis Event would substantially or unnecessarily interfere with traffic in the City, would interfere with access to the fire station or fire hydrants, or would interfere with access to businesses or residences in the immediate vicinity of the event and there are not sufficient city resources available at the time of the event to mitigate the disruption;
 - (5) The Temporary Cannabis Event is of the size or nature that requires the diversion of so many law enforcement officers to properly police the event, site and contiguous areas that allowing the Temporary Cannabis Event would unreasonably deny law enforcement protection to the remainder of the City and its residents;
 - (6) The proposed date and time of the Temporary Cannabis Event conflicts with a previously scheduled event and there are not available at the time of the proposed Temporary Cannabis Event sufficient city resources to provide services for both events without substantially or unnecessarily interfering with police, fire, water, public works, or other services to the City as a whole;
 - (7) The location of the Temporary Cannabis Event will substantially interfere with any construction or maintenance work scheduled to take place upon or along public property or right-of-way;
 - (8) The Temporary Cannabis Event would likely endanger the public safety or health;
 - (9) The Temporary Cannabis Event would substantially or unnecessarily interfere with police, fire, water, public works, or other services to the City as a whole and there are not available at the time of the proposed event sufficient city resources to mitigate the disruption;
 - (10) The applicant fails to comply with the liability insurance requirements or the applicant's insurance lapses or is canceled;
 - (11) The applicant has on prior occasions made material misrepresentations regarding the nature and extent of Special Services required for a Temporary Cannabis Event in the City or has violated the terms of a prior Temporary Cannabis Event permit.

SECTION 7: **ADOPTION** “Section 10-45 Fees” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-45 Fees(*Added*)

- (a) Special Services Fee Deposit. If any Special Services are to be used during the Temporary Cannabis Event, the applicant may be required to pay a non-refundable Special Services fee deposit at least ten business days before the Temporary Cannabis Event. The City Administrator shall determine the Special Services fee deposit. It shall be based upon an estimate of Special Services that are necessary as determined by the City's department heads.
- (b) User Fee. Upon completion of the Temporary Cannabis Event, the City may prepare a detailed account of all Special Services provided for the Temporary Cannabis Event and in such cases, will set the final user fee using the rates, fees and charges established as provided in this ordinance. The city will then provide the applicant with a copy of the detailed account of the Special Services and an invoice for the user fee, less the special services fee deposit. The balance of the user fee will then become due and payable immediately upon its receipt.
- (c) Special Services Rates. The rates charged shall be set forth in the City's fee schedule.

SECTION 8: **ADOPTION** "Section 10-46 Indemnification And Insurance" of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-46 Indemnification And Insurance(*Added*)

- (a) If the Temporary Cannabis Event requires Special Services, prior to the issuance of a Temporary Cannabis Event permit, the permit applicant and authorizing officer of the sponsoring organization, if any, must sign an agreement to indemnify, defend and hold the City, its officials, employees, and agents harmless from any claim that arises in whole or in part out of the Temporary Cannabis Event, except any claims arising solely out of the negligent acts or omissions of the City, its officials, employees and agents.
- (b) Liability Insurance Required. The applicant must possess or obtain liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the Temporary Cannabis Event. A certificate of insurance must be filed with the City prior to issuance of the Temporary Cannabis Event permit. The certificate of insurance must name the City, its officials, employees and agents as additional insureds. Insurance coverage must be maintained for the duration of the Temporary Cannabis Event. Any company hired or working on behalf of the applicant or sponsor must also present the City with a certificate of insurance naming the City, its officials, its employees, and agents as additional insureds.
- (c) Minimum Limits. Insurance coverage must be a commercial general liability policy. The minimum limits must be at least \$1,000,000. If on-site consumption is permitted at the Temporary Cannabis Event, the policy must also include an endorsement for such

consumption. The city may require additional endorsements depending upon the type of Temporary Cannabis Event and the proposed activities.

(d) Waiver or Reduction of Required Limits. The city may waive or reduce insurance requirements of this section under the following circumstances:

- (1) The applicant or officer of the sponsoring organization signs a verified statement that the insurance coverage required by this section is impossible to obtain; or
- (2) The city determines that the insurance requirements are in excess of the reasonable risk presented by the proposed Temporary Cannabis Event.

SECTION 9: ADOPTION “Section 10-47 Temporary Cannabis Event Regulations” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-47 Temporary Cannabis Event Regulations(*Added*)

(a) Location Restrictions. Temporary Cannabis Events are prohibited at the locations specified below:

- (1) Except for events held at the Red Baron Arena and Expo, on City-owned property other than as allowed by a Park Rental License pursuant to Section 46-29(c) and (d) of City Code;
- (2) Other than events held on non-school days, at the Red Baron Arena and Expo.
- (3) When held outdoors, on property within 1,000 feet of a school.

(b) Hours Restrictions: Temporary Cannabis Events shall only be held between the hours of 7:00 a.m. and 10:30 p.m.

(c) All Temporary Cannabis Events must follow all requirements of Minn. Stat. § 342.01, et seq., particularly Minn. Stat. § 342.40.

(d) The Temporary Cannabis Event must be in compliance with the City’s nuisance ordinance at all times.

(e) On-site cannabis sales to event customers of products including cannabis plants, adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, and hemp-derived consumer products are permitted so long as the following conditions are met:

- (1) The sales are conducted by authorized retailers, including a cannabis microbusiness with a retail endorsement, cannabis mezzobusiness with a retail endorsement, cannabis retailers, and/or lower-potency hemp edible retailers, including the cannabis event organizer.
- (2) All sales of such products take place in a retail area as designated in the premises diagram.
- (3) Authorized retailers only conduct sales within their specifically assigned area.
- (4) Authorized retailers verify the age of all customers pursuant to Minn. Stat.

- Section 342.27, subd. 4, before completing a sale and may not sell products to an individual under 21 years of age.
- (5) Authorized retailers may only display up to one sample of each type of such product available for sale and must comply with statutory regulations on samples in Minn. Stat. Section 342.40.
 - (6) Authorized retailers comply with the notice requirements under Section 342.27, subd. 6.
 - (7) Retailers must not do any of the following:
 - a. Sell such products to a person who is visibly intoxicated;
 - b. Knowingly sell more products than a customer is legally permitted to possess;
 - c. Sell medical cannabis flower or medical cannabinoid products;
 - d. Give away products; or
 - e. Allow for the dispensing of products in vending machines.
 - (8) Except for samples, all products must be stored in a secure, locked container that is not accessible to the public and shall not be left unattended.
 - (9) All products must comply with Minnesota statutes and rules regarding the testing, packaging, and labeling of those products.
 - (10) All products sold, damaged, or destroyed at a cannabis event must be recorded in the statewide monitoring system.
- (f) On-site consumption of cannabinoid products including adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles and/or hemp-derived consumer products is permitted so long as the following conditions are met:
- (1) Access to areas where consumption of such products is allowed are restricted to individuals who are at least 21 years of age;
 - (2) The cannabis event organizer ensures consumption of such products within a designated consumption area is not visible from any public place;
 - (3) The cannabis event organizer does not permit consumption of alcohol or tobacco; and
 - (4) The cannabis event organizer does not permit smoking, according to Minn. Stat. Section 144.413 of adult-use cannabis flower or cannabis products at any location where smoking is not permitted under Sections 144.413 to 144.417.

SECTION 10: **ADOPTION** “Section 10-48 Permit Revocation” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-48 Permit Revocation(*Added*)

A Temporary Cannabis Event permit may be revoked by the City Administrator at any time for

failure to comply with the provisions of this Section or Minn. Stat. § 342.01, et seq., particularly Minn. Stat. § 342.40. If revocation occurs before an event, the Temporary Cannabis Event permit holder can appeal the revocation to the City Council before the event. Administrative denial of a Temporary Cannabis Event permit can be appealed to the City Council within 10 calendar days after the date of the decision. Denials of Temporary Cannabis Event permits by the City Council are final.

SECTION 11: **ADOPTION** “Section 10-49 Enforcement” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 10-49 Enforcement(*Added*)

- (a) Misdemeanor: Any person who violates this Section is guilty of a misdemeanor and, upon conviction, is subject to a fine and imprisonment as prescribed by state law. Each day each violation continues or exists, constitutes a separate offense.
- (b) Administrative fine: any person who violates this Section may be subject to administrative fines in an amount set in the City Fee Schedule. Each day each violation continues or exists, constitutes a separate offense.
- (c) Violation of any provision of this Section shall also be grounds for revocation of the Temporary Cannabis Event Permit, denial of any future application for a Temporary Cannabis Event permit, and action against any City-issued business license held by the Temporary Cannabis Event Organizer.

SECTION 12: **EFFECTIVE DATE** This Ordinance shall take effect following its passage and publication in accordance with state law.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

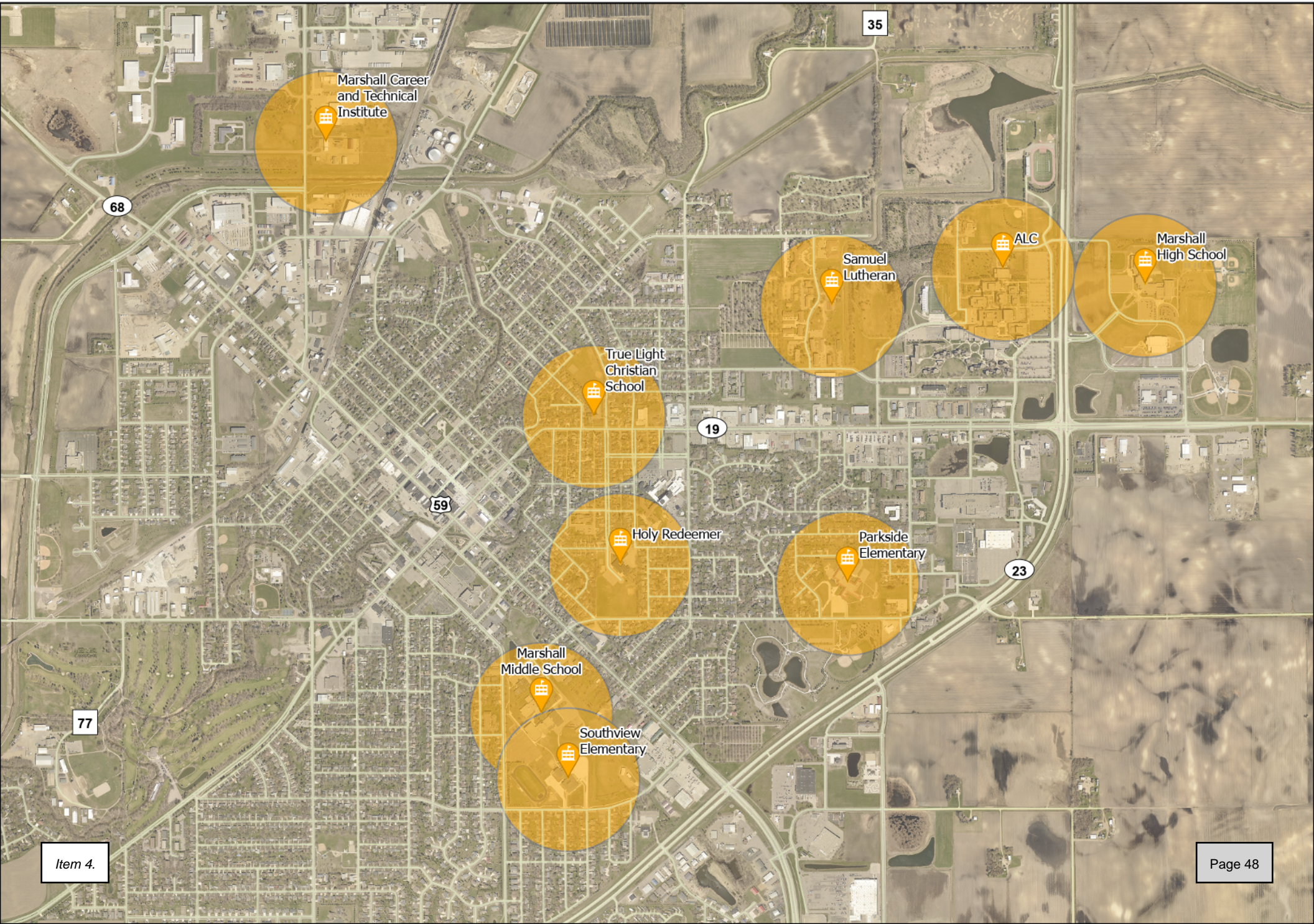
Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

Temporary Cannabis Event School Buffers (1000 Feet)



SUMMARY ORDINANCE NUMBER 25-002

**AN ORDINANCE AMENDING CHAPTER 10 AMUSEMENTS AND ENTERTAINMENTS,
ADOPTING ARTICLE IV TEMPORARY CANNABIS EVENTS**

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

Section 1: City Code of Ordinances, Chapter 10, Article IV, Temporary Cannabis Events is added in summary as follows:

Temporary Cannabis Events as allowed under Minnesota Statute §342.39 and §342.40 are allowed in the City of Marshall by permit only. These events are not allowed to be held within 1000 feet of a school or on public property. An exception was made for events held at the Red Baron Arena and Expo for Temporary Cannabis Events that occur on non-school days.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 25-002.

It is hereby directed that only the above Title and Summary of Ordinance No. 25-002 be published conforming to Minnesota Statutes §331A.01 with the following:

NOTICE

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


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

Passed and adopted by the Common Council this 25th day of March 2025.

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

ATTEST:
Steven Anderson
City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 25, 2025
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Request of Marshall Downtown Business Association for Shades of the Past Car Club for Roll-In on May 1, 2025 (Thursday)
Background Information:	<p>The City has received the attached request from the Marshall Downtown Business Association in partnership with Shades of the Past Car Club for street closure on Main Street from College Drive (intersection of T.H. 19 & T.H. 59) northwest to North 5th Street, including N 3rd Street from Main Street to E Lyon Street, for a Spring Car Roll-In on Thursday, May 1, 2025, from 3:00 pm-8:00 pm. This event will be similar to the previous events.</p> <p>Prior to a previous event held in 2021, there was a complaint from a local contractor regarding the closure of State Highway 59 and its impact on the transport of heavy equipment due to load restrictions on alternative routes. Staff is calling this to City Council attention as a reminder that US 59 is a State highway that carries significant truck traffic and other overweight and oversized traffic. Every time that the City motions to close this route, there is significant impacts to both local and through truck traffic. The detour route is difficult to navigate for trucks and non-navigable for oversized loads.</p> <p>City staff did propose the use of N. 3rd Street (between Main and Lyon) and W. Lyon Street (between 3rd and 4th) as an alternative car show location (see right). Shades of the Past representatives did not prefer this option, they preferred to carry on with the Main Street closure request.</p> <p>A copy of the detour plan is attached.</p> <p>Upon approval of the City Council, the request will be forwarded to Mn/DOT for their approval of the State permit.</p> 
Fiscal Impact:	None
Alternative/Variations:	that the Council discuss alternative street locations and sites.
Recommendations:	that the Council authorize the Marshall Downtown Business Association in partnership with the Shades of the Past Car Club for Roll-In to be held on Thursday, May 1, 2025, subject to Mn/DOT approval of detour and issuance of permit.



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

Applicant Name: Marshall Downtown Business Association
Applicant Address: 317 West Main Street, Marshall, MN 56258
Contact Person: Mavi Valentin Phone/Cell#: 507-532-4484
Address of Request: West Main Street and 3rd Street
Reason for Request: Roll-in event in partnership with Shades of the Past
Start Date of Request: 05/01/2025 Start Time: 3:00pm am/pm
End Date of Request: 05/01/2025 End Time: 8:00pm am/pm
Brief Description of Area Requested for Private Use/Closure (attach map): Corner of West College Drive and Main Street, down to 5th Street including 3rd Street.

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

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

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

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

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

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

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

1/6/25
Date

Maria Valentin
Signature of Applicant

Digitally signed by Maria Valentin
Date: 2025.01.06 14:38:18 -06'00'

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

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

RECOMMENDATION: _____

Special Provisions: _____

Date Director of Public Works/City Engineer

=====

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

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

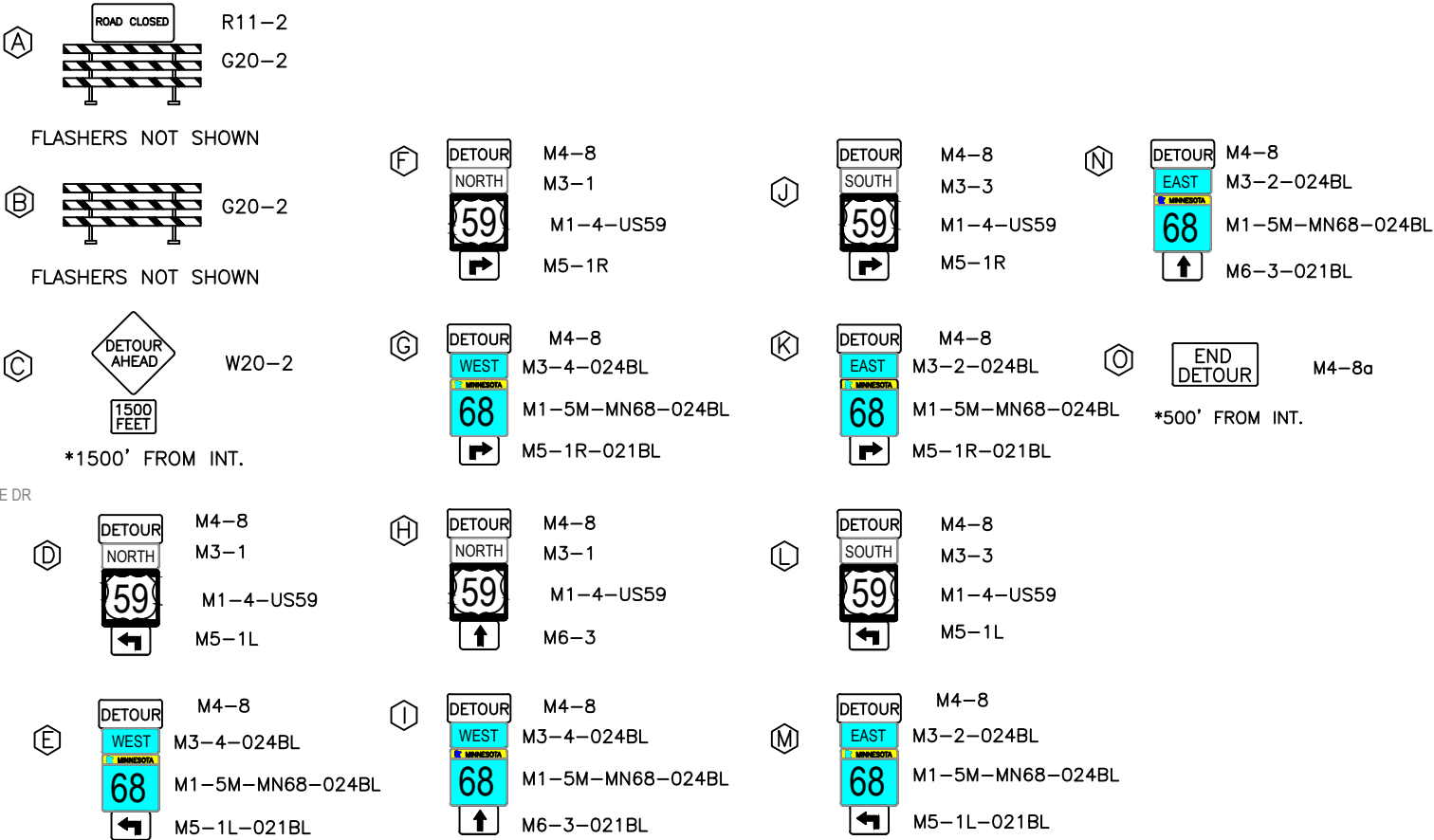
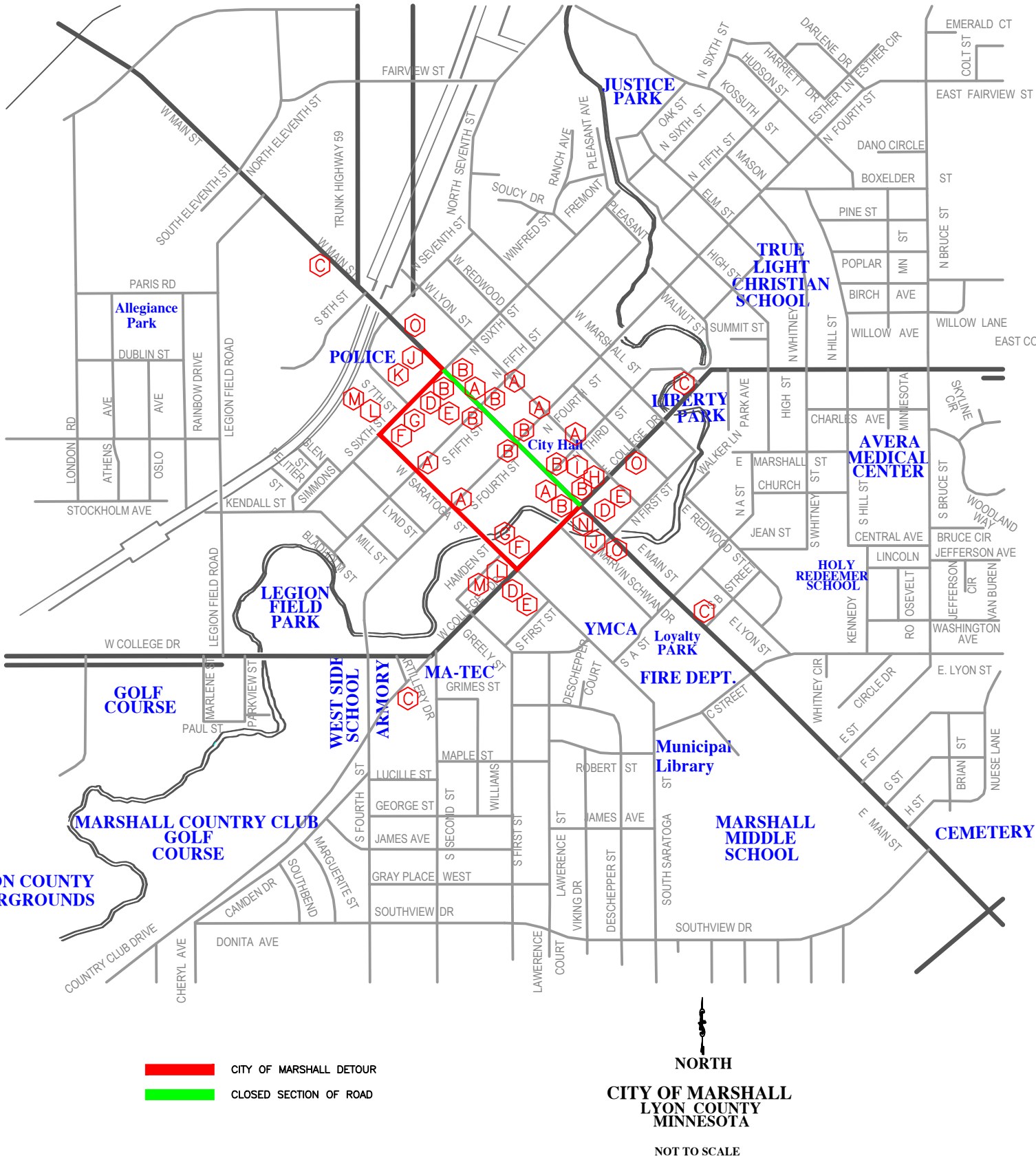
ATTEST:

City Clerk Mayor of the City of Marshall, MN

Attachments

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

DETOUR SIGNING PLAN



SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
	TYPE III BARRICADE	16	60"x48"	ORANGE ON WHITE	8
	R11-3	7	60"x30"	BLACK ON WHITE	
	W20-2	4	36"x36"	BLACK ON ORANGE	
	M1-4-US59	10	24"x24"	BLACK ON WHITE	
	M1-5M-MN68-024BL	10	24"x24"	WHITE AND GOLD ON BLUE	
	W20-100P	4	30"x24"	BLACK ON ORANGE	
	M3-2-024BL	4	24"x24"	WHITE ON BLUE	
	M3-4-024BL	6	24"x24"	WHITE ON BLUE	
	M5-1R-021BL	3	21"x15"	WHITE ON BLUE	
	M5-1L-021BL	5	21"x15"	WHITE ON BLUE	
	M6-3-021BL	2	21"x15"	WHITE ON BLUE	
	M4-8	20	24"x12"	BLACK ON ORANGE	
	M4-8a	3	24"x18"	BLACK ON ORANGE	

SIGN	SIGN NO.	QUANTITY	SIZE	COLOR
	M3-1	6	24"x24"	BLACK ON WHITE
	M3-3	4	24"x24"	BLACK ON WHITE
	M5-1R	4	21"x15"	BLACK ON WHITE
	M5-1L	5	21"x15"	BLACK ON WHITE
	M6-3	1	21"x15"	BLACK ON WHITE

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

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



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Shades of the Past Roll-In

Detour Plan

REVISIONS

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

DATE _____ REGISTRATION NO. 41557

DATE
02/23/2022

DRAWN BY G.J.S.

S.P. NO.

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CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 25, 2025
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Requests of Shades of the Past Car Club – June 6, 2025 Cruise and June 7, 2025 Car Show
Background Information:	<p>The City has received the attached requests from the Shades of the Past Car Club for street closure of Susan Drive and Baseline Road for the following dates and times:</p> <p style="padding-left: 40px;">06/06/2025 (Fri) Cruise Line-Up and after Cruise - 6pm-9pm 06/07/2025 (Sat) Car Show - 8am-4pm - Car Show</p> <p>Prior to 2021, Shades of the Past had requested and received a City permit for use of Baseline Road between Susan Drive and Nwakama Street for this annual event. Again since 2021, they are requesting to use Susan Drive between Baseline Road and Clarice Avenue in addition to Baseline Road.</p> <p>With construction on-going at the Stone Meadow Apartments on Susan Drive, the Shades of the Past Car Club has discussed their event with apartment ownership and they have agreed that the event can occur in front of their project location during this time.</p>
Fiscal Impact:	None.
Alternative/ Variations:	that the Council discuss alternative street locations and sites.
Recommendations:	that the Council authorize street closure of Susan Drive and Baseline Road for the dates and times as shown on the attached applications.



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

Applicant Name: Shades of the Past Car Club
Applicant Address: PO Box 434; Marshall, MN 56258
Contact Person: Jane DeVries Phone/Cell#: 507-829-5214
Address of Request: Susan Drive and Baseline Road
Reason for Request: Car Cruise
Start Date of Request: Friday, 06/06/2025 Start Time: 6pm am/pm
End Date of Request: Friday, 06/06/2025 End Time: 9pm am/pm
Brief Description of Area Requested for Private Use/Closure (attach map): See attached map
Line up and gathering at same location at end of Cruise

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

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

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

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

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

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

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

Date

2-4-25

Signature of Applicant

Jane DeVries

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

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

RECOMMENDATION: _____

Special Provisions: _____

Date

Director of Public Works/City Engineer

=====

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

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

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

Attachments

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



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

Applicant Name: Shades of the Past Car Club
Applicant Address: PO Box 434; Marshall, MN 56258
Contact Person: Jane DeVries Phone/Cell#: 507-829-5214
Address of Request: Susan Drive and Baseline Road
Reason for Request: Car Show
Start Date of Request: Saturday, 06/07/2025 Start Time: 8am am/pm
End Date of Request: Saturday, 06/07/2025 End Time: 4pm am/pm
Brief Description of Area Requested for Private Use/Closure (attach map): See attached map
Car Show

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

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

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

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

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

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

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

2-8-25
Date

Jane DeVries
Signature of Applicant

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

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

RECOMMENDATION: _____

Special Provisions: _____

Date

Director of Public Works/City Engineer

=====

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

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

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

Attachments

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

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, March 25, 2025												
Category:	CONSENT AGENDA												
Type:	ACTION												
Subject:	Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment												
Background Information:	This project consisted of: reconstruction of the sidewalk, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities were replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work.												
Fiscal Impact:	<p>Attached please find a "Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment" for the project. The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$1,864,992. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: auto; margin-right: auto;"> <tbody> <tr> <td>Wastewater Fund</td><td style="text-align: right;">\$363,679</td></tr> <tr> <td>Marshall Municipal Utilities-Water</td><td style="text-align: right;">\$445,447</td></tr> <tr> <td>Surface Water Management Utility</td><td style="text-align: right;">\$306,126</td></tr> <tr> <td>City Participation (Ad Valorem)</td><td style="text-align: right;">\$472,163</td></tr> <tr> <td>Assessed to Property Owners</td><td style="text-align: right;"><u>\$277,577</u></td></tr> <tr> <td>Total Project Amount</td><td style="text-align: right;">\$1,864,992</td></tr> </tbody> </table> <p>Attached please find the "Resolution for Hearing on Proposed Assessment," setting the hearing date for the proposed assessments on April 22, 2025, for the above-referenced project.</p> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2024A Bonding has a True Interest Cost of 3.07% for the Street Improvements, plus 2%, results in a 5.07% interest rate for Special Assessments.</p> <p>The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term. If the assessment is substantially higher in cases such as commercial assessments, it may be appropriate to increase the assessment repayment term. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they choose.</p>	Wastewater Fund	\$363,679	Marshall Municipal Utilities-Water	\$445,447	Surface Water Management Utility	\$306,126	City Participation (Ad Valorem)	\$472,163	Assessed to Property Owners	<u>\$277,577</u>	Total Project Amount	\$1,864,992
Wastewater Fund	\$363,679												
Marshall Municipal Utilities-Water	\$445,447												
Surface Water Management Utility	\$306,126												
City Participation (Ad Valorem)	\$472,163												
Assessed to Property Owners	<u>\$277,577</u>												
Total Project Amount	\$1,864,992												

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>that the Council adopt RESOLUTION 25-024, which provides for the “Resolution Declaring Cost to be Assessed and Ordering the Preparation of the Proposed Assessment” for Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave).</p> <p>that the Council adopt RESOLUTION NUMBER 25-025, which provides for the “Resolution for Hearing on Proposed Assessment” for Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) setting the hearing date on the proposed assessments for April 22, 2025.</p>

RESOLUTION 25-024

**RESOLUTION DECLARING COST TO BE ASSESSED,
AND ORDERING PREPARATION OF PROPOSED ASSESSMENT**

WHEREAS, costs have been determined for the following project:

PROJECT ST-012-2024: SOUTH WHITNEY STREET RECONSTRUCTION PROJECT (E COLLEGE DR TO JEAN AVE) -- This project consisted of: reconstruction of the sidewalk, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities were replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work.

AND WHEREAS, the price for such improvement is \$1,607,752, and the estimated expenses incurred in the making of such improvement amount to \$257,240, so that the total estimated cost of the improvement will be \$1,864,992.

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

1. The portion of the cost to be assessed against benefited property owners is declared to be approximately \$277,577. The portion of the cost to be paid by the Wastewater Fund is hereby declared to be approximately \$363,679. The portion of the cost of the project to be paid by Marshall Municipal Utilities-Water is hereby declared to be approximately \$445,447. The portion of the cost to be paid by the Surface Water Management Utility is hereby declared to be approximately \$306,126. The portion of the cost to be paid by the City (Ad Valorem) is hereby declared to be approximately \$472,163.
2. Assessments shall be payable in equal annual principal installments extending over a period of eight (8) years, the first of the installments to be payable on or before the first Monday in January, 2026, and shall bear interest at the rate of 5.07% per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and adopted by the City Council this 25th day of March, 2025.

Mayor

ATTEST:

City Clerk

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

RESOLUTION 25-025

RESOLUTION FOR HEARING ON PROPOSED ASSESSMENT

WHEREAS, by a resolution passed by the Council on March 25, 2025, the City Clerk was directed to prepare a proposed assessment of the cost of the improvements for the following project:

PROJECT ST-012-2024: SOUTH WHITNEY STREET RECONSTRUCTION PROJECT (E COLLEGE DR TO JEAN AVE) -- This project consisted of: reconstruction of the sidewalk, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities were replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work.

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessment has been completed and filed in his office for public inspection.

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

1. A hearing shall be held on the 22nd day of April, 2025 in the Council Chambers of City Hall located at 344 West Main Street to pass upon such proposed assessment, and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this 25th day of March, 2025.

Mayor

ATTEST:

City Clerk

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

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 25, 2025
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Approval of Service Agreement for Concessionaire at Amateur Sports Complex
Background Information:	<p>In 2021, City Council approved a Service Agreement with the Hitching Post, of Marshall, MN for providing concessionaire services at the Amateur Sports Complex. City staff and Jordan Handeland of the Hitching Post believe this agreement has worked well and served our facility users well over the last 4 years and staff would recommend approval for a fifth and sixth year.</p> <p>Jordan Handeland, from the Hitching Post, is again interested in providing these services for the 2025-26 seasons at the Amateur Sports Complex in addition to helping with other City events as requested and schedule allows.</p> <p>The service agreement is attached to this agenda item for City Council review and recommended approval. No changes have been made to this agreement from the previously approved agreement other than dates for 2025-26.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	N/A
Recommendations:	Approve Service Agreement for Concessionaire at Amateur Sports Complex with The Hitching Post of Marshall, MN for the 2025-26 season.

Food Services Agreement

This **Food Services Agreement**, as from time to time amended (Agreement), is entered into between the City of Marshall (Client), and The Hitching Post of Marshall, Inc., a Minnesota Corporation, DBA Hitching Post Eatery and Saloon (Hitching Post).

1. **Definitions.** In addition to terms defined elsewhere herein, the term Program means the attached Services Program. Effective Date shall mean the date as set forth on the signature page in which The Hitching Post begins performance of Services. Obligations mean all present and future liabilities, obligations of payment and performance, and indebtedness of one party to another party, of whatever kind, now due or that become due, absolute or contingent, and whether joint, several, or joint and several. Equipment, fixture, and inventory have the meanings assigned to them in Article 9.
2. **Client Services.** The Hitching Post shall provide services to Client as follows (collectively Services):

2.1 **Food Services; Sales.** Client grants to The Hitching Post the right to control and operate all food and beverage services and sales for the employees, guests, and invitees at the Amateur Sports Complex, 300 Tiger Drive, Marshall, MN 56258, (collectively Food Services) at the sites and facilities set forth on the signature page (collectively Premises) at such times and dates of operation as set forth in the Program attached hereto.

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

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

2.2 **Sanitation Services.** The Hitching Post shall be responsible for such event housekeeping and sanitation services in the food preparation, storage, dining, and serving areas of the Premises as follows (collectively Sanitation Services):

- 2.2.1 Cleaning dining furniture;
- 2.2.2 Cleaning floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, concession trailer, and other equipment and fixtures used by The Hitching Post in food storage and preparation areas; and
- 2.2.3 Collecting and properly packing dry refuse, recyclables and compost from such areas and placing the packed refuse at site(s) on Premises designated by Client.
- 2.2.4 Properly cleaning and securing the mobile concession trailer after each use.

2.3 **Other Services.** The Hitching Post shall have the right to operate and provide such other services and product sales as agreed from time to time by the parties.

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

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

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

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

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

2.7.2 The timely and full payment for such inventory.

2.7.3 Soft drink beverage products shall be purchased from Viking Coca-Cola by client. Client will have soft drink beverage products available for repurchase by Hitching Post for resale at scheduled events. Hitching Post shall coordinate with Client for the purchase of product and subsequent resale. Prices to be negotiated between Client and Hitching Post.

2.8 **Independent Contractor.** The Hitching Post shall perform such Services as an independent contractor. Neither party intends, and nothing contained in this Agreement shall be construed, to establish a partnership or joint venture between the parties.

3. **Client Premises.** To facilitate the performance of Services, Client shall furnish, at its expense at the Premises:

3.1 **Operation Facilities.** Interior facilities for exclusive Hitching Post use, supplied per such specifications prepared by The Hitching Post as reasonably necessary to perform the Services;

3.2 **Equipment.** Equipment in the food preparation, storage, dining, and serving areas for exclusive Hitching Post use as identified in the Program or as reasonably necessary to sufficiently perform the Services conducted at Client's request (collectively Services Equipment). Equipment to include, but not limited to the mobile concession trailer referenced herein.

3.3 **Utilities.** All utilities as identified in the Program or as reasonable and necessary for the efficient performance of the Food Services, Sanitation Services, and such other services conducted at Client's request.

3.4 **Cleaning; Maintenance; Safety.**

3.4.1 Client shall keep clean all walls above six (6) feet from floor level, windows, ceilings, lighting, ventilation fittings and interiors, and grease traps; and

3.4.2 The Premises, Services Equipment, Offices, and Utilities shall be serviced and kept by Client in a good workmanlike manner and in a safe operating condition and further shall be maintained, replaced, and repaired to ensure continued fitness for their particular and intended purposes, and in accordance with relevant manufacturer warranties and recommendations. Notwithstanding the foregoing, if Services Equipment provided by Client becomes inoperative, hazardous, or inefficient to operate, the Hitching Post shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so within ten (10) days after five (5) days' notice by the Hitching Post to Client of said Equipment deficiency. However, Client shall, if applicable, pay the cost of all paper products used during such fifteen (15) day period or longer that the Services Equipment is inoperable.

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

4.1 **Financial Terms.** The Hitching Post shall be responsible for payment and for providing services at the scheduled events, all as set forth on **Attachment #1 Services Program: Payment Provisions**, attached hereto and made a part hereof.

5. **Agreement Term. Unless sooner terminated as provided in this section, the term of this Agreement shall be March 25, 2025, through December 31, 2026.**

5.1 **Permitted Termination.** Notwithstanding the foregoing, this Agreement may be terminated:

5.1.1 Effective upon sixty (60) days' prior notice by either party to the other; or

5.1.2 At any time after the occurrence or continuance of a Payment Default or other Default that is material to the whole of this Agreement that has not been remedied in accordance with Section 11 herein.

5.2 **Survival of Obligations.** Termination of this Agreement shall not operate to limit, reduce, cancel, or otherwise modify any Obligations then accrued.

5.3 **Equipment Return.** Promptly following termination of this Agreement, the Hitching Post shall return to Client such Services Equipment, Offices, and Utilities in a similar condition, Ordinary Wear and Tear excepted. Ordinary Wear and Tear shall have the meaning commonly attributed to such term as well as mean losses or damage to chinaware, glassware, flatware, trays, utensils, and other small wares that may result from breakage, theft, over-use, or negligent misuse.

6. **Representations, Warranties, and Covenants.** The following representations, warranties, and covenants are made by the parties at the time and from the Effective Date hereof and shall survive the termination of this Agreement.

6.1 **Business Status; etc.** The execution, delivery, and performance by the parties of this Agreement are within their respective powers, have been duly authorized by all necessary action, and do not and will not contravene their respective charters, agreement of partnership, or by-laws. This Agreement constitutes the valid and legally binding Obligations of the parties, enforceable in accordance with its terms. The parties' respective chief executive offices, principal places of business, and the places of record retention are located at the addresses set forth on the signature page.

6.2 **Taxes; Assessments.** The Hitching Post shall pay when due, all federal, state, local, and other governmental taxes or assessments in connection with the operation and performance of the Services. The Hitching Post shall pay when due all license and permit fees in connection with Services.

6.3 **Compliance with Laws.** The Hitching Post and Client shall comply with all federal, state, and local laws applicable to their Obligations. The Hitching Post shall keep in effect all necessary permits, licenses, and food handlers' cards and will post such permits where required.

6.4 **Alcohol Prohibited during Youth Events (MAYBA, MAFSA, Marshall Community Services and School District Sponsored Events).** The Hitching Post shall not provide for sale nor serve alcohol during MAYBA, MAFSA, or Marshall Community Services sponsored events and alcohol shall not be provided for sale or served during Independent School District #413 school events.

6.5 **No Title.** Client has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by the Hitching Post on the Premises. Client shall not operate, remove, or tamper with such equipment, inventory, or other property, except such equipment or other property identified herein.

The Hitching Post has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by Client on the Premises. The Hitching Post shall not operate, remove, or tamper with such equipment, inventory, or other property, except such equipment or other property as specifically identified herein

7. Indemnification.

7.1 **Mutual Indemnification.** Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission or breach of such party (except to the extent caused by the negligent act or omission or breach of the other party, its employees, or agents).

7.2 **Notification of Claim.** Notification of an event giving rise to an indemnification claim (Notice) must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

7.3 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT. Nothing in this agreement constitutes a waiver by the Client of any statutory or common law defenses, immunities or limits on liability. The liability of the Client shall be governed by the provisions of Chapter 466 of Minnesota Statutes.

8. Insurance.

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

8.2 **Client.** Client shall obtain and maintain insurance for the Operation Facilities, Services Equipment, Offices, and Utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate, but not less than One Million Dollars (\$1,000,000.00) per occurrence, but not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) to cover claims in the aggregate.

8.3 **Certificates of Insurance.** Certificates of Insurance for such coverage shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to commencement of Services hereunder.

9. Default.

The occurrence of one or more of the following events shall constitute a default under this Agreement

(a Default): (a) Each and every occurrence of a Payment Default (no waiver, deferral, or compromise of any payment obligations or prior Payment Default shall extend to, or constitute a waiver of, any subsequent or other Payment Defaults or impair any Hitching Post termination rights or remedies at law or in equity); (b) A party's failure to perform when due any Obligation under this Agreement (except a Payment Default, which shall be subject to subsection (a) above) when such failure continues for a period of thirty (30) days subsequent to notice thereof; (c) A party's breach of any warranty, representation, or covenant under this Agreement when such failure continues for a period of thirty (30) days subsequent to notice thereof; and (d) A party (i) becomes insolvent or unable to pay its debts as they become due; (ii) ceases to do business as a going concern; or (iii) makes an assignment for the benefit of creditors, applies to or petitions any tribunal for the appointment of a custodian, receiver, or trustee for itself or any substantial part of its assets, or commences any proceeding with respect to itself under any bankruptcy, reorganization, readjustment of debt, insolvency, receivership, dissolution or liquidation law or statute of any jurisdiction, or if it files any such application or petition, or if such proceeding is commenced against a party.

10. **Dispute Resolution and Governing Law.**

10.1 **Good Faith Negotiation.** The parties agree that any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement, or the breach, termination, validity, or enforceability of any provision of this Agreement (each a Dispute) shall be negotiated between them in good faith in an attempt to reach a just and equitable solution satisfactory to both parties for a period of thirty (30) days.

10.2 **Governing Law; Exclusive Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Any Dispute not remedied within thirty (30) days after complying with the Obligations set forth in 12.1 herein, shall be submitted to State District Courts in Lyon County, Minnesota for litigation, including all requirements to mediate said resolution.

11. **Miscellaneous.**

11.1 **No Assignment.** Neither party may assign this Agreement to an unaffiliated business entity without the prior written consent of the other party.

11.2 **Force Majeure.** In case performance of any Obligations hereunder (other than the payment of monies due) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its Obligations hereunder (other than the payment of monies due) during the period such cause continues, and, if mutually agreed to and if possible, extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

11.3 **Signatures.** Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

11.4 **Notices.** All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party.

Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one business day after deposit with an overnight courier; or (d) three business days after deposit in the United States mail.

11.5 Information Technology Security. In connection with the services being provided hereunder, the Hitching Post may need to operate certain information technology systems not owned by the Client (Non-Client Systems), which may need to interface with or connect to Client's networks, internet access, or information technology systems (Client Systems). The Hitching Post shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If the Hitching Post serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then the Hitching Post will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (Data Protection Rules). If Non-Client Systems interface with or connect to Client Systems, then Hitching Post will notify Client of the need for the Non-Client System to interface with the Client Systems. Upon receiving this notification, Client and Hitching Post agree to share the expense equally for any necessary changes to the Client Systems that the Parties agree are necessary or prudent to ensure the Hitching Post's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

Effective Date: _____

Client: City of Marshall

By: _____
(Authorized Officer or Principal Signature)

Printed Name: **Robert J. Byrnes**

Title: Mayor

By: _____
(Authorized Officer or Principal Signature)

Printed Name: **Steven Anderson**

Title: City Clerk

Signature Date: _____

Principal Address: 344 W. Main Street, Marshall, MN 56258

Premises Location(s): Amateur Sports Complex, 300 Tiger Drive, Marshall, MN 56258

Client Notice To:

Name: **Preston Stensrud**

Title: **Park & Recreation Superintendent**

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

By: _____
(Authorized Officer or Principal Signature)

Printed Name: **Jordan Handeland**

Title: _____

Signature Date: _____

The Hitching Post Notice To:

Name: Hitching Post of Marshall, Inc.

Attachment #1

Services Program: Payment Provisions

Commissions	Hitching Post shall pay commissions to the Client within thirty (30) days from the fiscal close of the preceding month in an amount equal to 0% of Gross Sales. "Gross Sales" shall mean all moneys received for sales or Services rendered at or from the Premises.
Payment Terms	Net fifteen (15) days of Billing Statement date via Client check or electronic fund transfer to the account and banking institution designated by Hitching Post.
Hours or Days of Operation	<p>Correspond to customary Client operating hours and days of operation, or as otherwise agreed. Food services to be provided by Hitching Post at the following events:</p> <ul style="list-style-type: none">(a) All School District, MAYBA and MAFSA sponsored events at the "Premises"(b) All Client (City of Marshall) sponsored youth events at the "Premises" (no sponsored events during the term of this agreement, unless specifically agreed to by Hitching Post).

Hours of operation shall be at least one-half hour before scheduled event start time and continuing until one-half hour after conclusion of event.

*Payment of commissions as set forth above is hereby WAIVED for term of this agreement (March 25, 2025 through December 31, 2026). Client (City of Marshall) hereby reserves the right to collect a commission from Hitching Post in subsequent years should this agreement be extended for additional years of service.

Attachment #2

Summary of Responsibilities		Hitching Post	Client
Inventory	food, beverages, detergent, paper supplies, postage	X	
Services Equipment			
Fabrics	linens, uniforms	X	
Expendable Equipment	pots, pans, bowls, utensils, measuring/mixing tools, knife sharpening tools	X	
Non-Expendable Equipment	cash drawers & computer processing systems, dining furniture, food-production appliances, kiosks & server/display units, maintenance & sanitation supplies/appliances	X	
Operation Facilities	food production & storage space per Hitching Post specifications		X
Utilities	telephone hardware, lines & service, 220w electric current, lighting fixtures, gas & fuel, HVAC, hot & cold water, steam, refuse collection & removal, facilities sewerage disposal, extermination service, fire safety systems		X
Cleaning	Concession Trailer	X	
Operation & Dining Facilities	windows, ceilings, fans & lighting fixtures, ventilation fittings & interiors, grease traps, restrooms, carpeted areas, walls above 6 ft.		X
	exterior of equipment in food storage & preparation areas, walls up to 6 ft., floors, exterior of hoods & vents, dining furniture	X	
Maintenance	Client Premises, Operation Facilities, Services Equipment, Utilities, Offices		X
Services Staff	adequate staff of qualified Employees & agents to perform Services & related administration	X	

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Karla Drown
Meeting Date:	Tuesday, March 25, 2025
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Check Report

By Vendor Name

Date Range: 03/15/2025 - 03/21/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
2814	ALBERT EGGERMONT JR TRUST	03/21/2025	Regular	0.00	9.58	125653
0578	AMAZON CAPITAL SERVICES, INC.	03/21/2025	EFT	0.00	106.36	19570
7131	ANDERSON, ROBERT WILLIAM	03/21/2025	Regular	0.00	150.00	125654
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	03/21/2025	EFT	0.00	23.39	19571
0630	ARCTIC GLACIER U.S.A., INC	03/21/2025	Regular	0.00	198.27	125655
5702	B & H PHOTO & ELECTRONICS CORP	03/21/2025	EFT	0.00	76.98	19572
0688	BELLBOY CORPORATION	03/21/2025	EFT	0.00	5,196.87	19573
0699	BEVERAGE WHOLESALERS, INC.	03/21/2025	Regular	0.00	27,868.96	125656
3829	BRAU BROTHERS	03/21/2025	EFT	0.00	435.00	19574
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	03/21/2025	EFT	0.00	6,289.93	19575
6539	BREMER BANK	03/18/2025	Bank Draft	0.00	3,868.82	DFT0004944
4299	BROWN-LYON-REDWOOD-RENVILLE DRUG TASI	03/21/2025	Regular	0.00	26,944.76	125657
0815	CATTOOR OIL COMPANY, INC	03/21/2025	EFT	0.00	2,216.10	19576
0239	CAUWELS, ROGER	03/21/2025	EFT	0.00	20.00	19577
0836	CHARTER COMMUNICATIONS, LLC	03/21/2025	EFT	0.00	113.18	19578
0836	CHARTER COMMUNICATIONS, LLC	03/21/2025	EFT	0.00	64.99	19579
5733	CLARITY TELECOM, LLC	03/21/2025	EFT	0.00	347.59	19580
3643	CLEAR, CADE	03/21/2025	EFT	0.00	123.00	19581
7394	CRESTED RIVER CANNABIS COMPANY	03/21/2025	EFT	0.00	1,238.00	19582
3819	DACOTAH PAPER CO	03/21/2025	EFT	6.60	683.84	19583
0975	DEPUTY REGISTRAR #32	03/21/2025	Regular	0.00	139.25	125658
0993	DIRECT DIGITAL CONTROL, INC	03/21/2025	EFT	0.00	740.27	19584
5731	DOLL DISTRIBUTING LLC	03/21/2025	EFT	0.00	11,919.51	19585
0380	DUBS, SHEILA	03/21/2025	EFT	0.00	22.29	19586
7181	ENTERPRISE FLEET MANAGEMENT TRUST	03/20/2025	Bank Draft	0.00	17,529.61	DFT0004945
1090	FASTENAL COMPANY	03/21/2025	EFT	0.00	563.62	19587
1158	GALLS INC	03/21/2025	EFT	0.00	255.18	19588
1247	HARTS HEATING & REFRIGERATION INC	03/21/2025	Regular	0.00	211.70	125659
6430	HEARTLAND ELECTRIC, INC	03/21/2025	Regular	0.00	367.04	125660
2064	JOHN DEERE FINANCIAL	03/21/2025	EFT	0.00	769.14	19589
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/21/2025	EFT	0.00	24,644.44	19590
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/21/2025	EFT	0.00	12,163.86	19593
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/21/2025	EFT	0.00	891.88	19592
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/21/2025	EFT	0.00	719.45	19594
1481	LEAGUE OF MINNESOTA CITIES	03/21/2025	EFT	0.00	2,070.00	19595
1531	LYON COUNTY	03/21/2025	EFT	0.00	241.68	19596
1531	LYON COUNTY	03/21/2025	EFT	0.00	86.98	19597
1531	LYON COUNTY	03/21/2025	EFT	0.00	10.00	19598
1531	LYON COUNTY	03/21/2025	EFT	0.00	570.32	19599
6292	MADDEN, GALANTER, HANSEN, LLP	03/21/2025	EFT	0.00	71.40	19600
7894	MADETZKE, TRUDY	03/21/2025	Regular	0.00	200.00	125661
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/21/2025	EFT	0.00	800.00	19601
1623	MARSHALL INDEPENDENT, INC	03/21/2025	Regular	0.00	184.50	125662
1623	MARSHALL INDEPENDENT, INC	03/21/2025	Regular	0.00	3,157.17	125663
5813	MARSHALL LUMBER CO	03/21/2025	EFT	0.00	67.64	19602
6018	MARSHALL M CLUB	03/21/2025	EFT	0.00	487.50	19603
6018	MARSHALL M CLUB	03/21/2025	EFT	0.00	450.00	19604
1637	MARSHALL PUBLIC SCHOOLS	03/21/2025	EFT	0.00	1,619.79	19605
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATI	03/21/2025	Regular	0.00	5,000.00	125665
7077	MEDSURETY, LLC	03/18/2025	Bank Draft	0.00	2,059.00	DFT0004946
4980	MENARDS INC	03/21/2025	EFT	0.00	179.06	19606
1818	MINNESOTA DEPARTMENT OF REVENUE	03/19/2025	Bank Draft	0.00	47,655.00	DFT0004947
1774	MINNESOTA DEPTARTMENT OF LABOR & INDU	03/21/2025	Regular	0.00	19.00	125666
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	03/21/2025	EFT	0.00	735.00	19607

Check Report

Date Range: 03/15/2025 - 03/21/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1945	NORMS GTC	03/21/2025	Regular	0.00	95.62	125667
1946	NORTH CENTRAL LABS	03/21/2025	EFT	0.00	1,552.62	19608
1961	NORTHERN SAFETY CO INC	03/21/2025	EFT	0.00	102.40	19609
7632	NOTHING BUT HEMP	03/21/2025	EFT	0.00	984.00	19610
7325	NUTRITION EXCELLENCE LLC	03/21/2025	Regular	0.00	154.99	125668
6463	OFFICE OF MNIT SERVICES	03/21/2025	Regular	0.00	709.62	125669
3809	O'REILLY AUTOMOTIVE STORES, INC	03/21/2025	EFT	0.00	6.16	19611
2019	PAUSTIS WINE COMPANY	03/21/2025	EFT	0.00	3,310.00	19612
5707	PAYPAL INC	03/17/2025	Bank Draft	0.00	29.99	DFT0004948
7893	PRIMARY ARMS LLC	03/21/2025	Regular	0.00	2,269.86	125670
1163	PRZYBILLA, SCOTT	03/21/2025	EFT	0.00	145.00	19613
6166	PULVER MOTOR SVC, LLC	03/21/2025	EFT	0.00	80.00	19614
6267	RATWIK, ROSZAK & MALONEY, PA	03/21/2025	EFT	0.00	440.00	19615
2201	RUNNING SUPPLY, INC	03/21/2025	EFT	0.00	34.68	19616
4855	SOUTHERN GLAZER'S WINE AND SPIRITS, LLC	03/21/2025	EFT	0.00	10,034.06	19617
5555	SOUTHWEST MINNESOTA EMERGENCY COMM	03/21/2025	Regular	0.00	1,986.00	125671
2556	STANTON, TROY	03/21/2025	EFT	0.00	103.00	19618
0875	THE COMPUTER MAN INC	03/21/2025	EFT	0.00	7,190.00	19619
7573	TUNDRALAND HOME IMPROVEMENTS	03/21/2025	Regular	0.00	239.23	125672
7036	US BANK	03/21/2025	EFT	0.00	266,200.00	19620
6694	VESTIS GROUP, INC.	03/21/2025	Regular	0.00	120.77	125673
2538	VIKING COCA COLA BOTTLING CO.	03/21/2025	EFT	0.00	323.45	19621
4594	VINOCOPIA INC	03/21/2025	EFT	0.00	1,441.75	19622
6791	WALMART	03/21/2025	Regular	0.00	135.47	125674
1568	WIRTZ, DON	03/21/2025	Regular	0.00	200.00	125675

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	22	0.00	70,361.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	71,142.42
EFT's	113	52	6.60	368,961.36
	150	79	6.60	510,465.57

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	22	0.00	70,361.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	5	5	0.00	71,142.42
EFT's	113	52	6.60	368,961.36
	150	79	6.60	510,465.57

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2025	510,465.57
			510,465.57

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
3/25/2025

PROJECT #:	Coding	DATE	Project	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2024 Prior Payments	2025 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00				11,822.00	-	100.00%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00	1,457,511.41	93,091.26		79,274.20	1,283,223.13	55.95%
ST-012-2024	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60	42,044.77	1,607,751.37	1,530,061.80	77,689.57		-	-	100.00%
ST-010	482-43300-55170	4/23/2024	Lyon Circle Reconstruction	A&C Excavating, LLC	161,580.80	(13,663.24)	147,917.56	120,029.86	18,580.50		1,400.10	7,907.10	94.65%
AP-008	482-43400-55140	12/17/2024	Instrument Landing System-construction	Werner Bros. Inc.	360,306.00		360,306.00					360,306.00	0.00%
PK-021	481-45200-55120	2/25/2025	Bladholm Construction	Independence Park Restroom & Pavilion	376,225.00		376,225.00					376,225.00	0.00%
ST-002	495-43300-55170	3/11/2025	Bituminous Overlay on Various City Streets	Central Specialties Inc	464,044.96		464,044.96					464,044.96	0.00%
					10,871,163.36	777,741.53	11,648,904.89	3,107,603.07		0.00	92,496.30	2,491,706.19	

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Pamela Whitmore
Meeting Date:	Tuesday, March 25, 2025
Category:	STAFF REPORTS
Type:	INFO/ACTION
Subject:	Set Public Hearing re: New Noticed Closure from Broadmoor Manufactured Home Park
Background Information:	<p>On February 18, 2025, the City received an updated notice from Paul Schierholz, on behalf of Schierholz & Associates, of the intent to cease operation of Broadmoor Valley (“Park”) as a manufactured home park as of March 1, 2026. Mr. Schierholz indicated that the costs of maintaining the Park and the lack of public investment into Park facilities has triggered the need to close the park. Mr. Schierholz has not provided any specific information or insight with respect to his intentions with the property if the Park is closed.</p> <p>The notice received contained the mandatory language typed in the correct font as required under Minn. Stat. §327C.095 and addresses the topics required by Minn. Stat. § 327C.015. Accordingly, the City presumes sufficiency of the notice. To date, the City has not heard from the Attorney General that the Notice was not sufficient.</p> <p>As a reminder, the statutory hearing process with which the City must comply is set forth in Minn. Stat. § 327C.07 et seq., and specifically Minn. Stat. § 327C.095. Upon receipt of the closure notice by the City, the City’s planning agency must submit the closure statement to the governing body of the local government authority and request the governing body to schedule a public hearing. The Planning Commission reviewed the notice at its March 12, 2025 meeting and now has asked the City Council to set the date for public hearing on the proposed closure.</p> <p>Staff has worked with the Middle School and is proposing a date of May, 7, 2025 for the hearing. The last date on which the City could hold a hearing is May 19, 2025, which represents 90 days from when the City received the notice. Once a date is set, the City must mail a notice of the hearing at least ten days before the hearing to at least one <u>resident</u> of each manufactured home in the Park listing the time, place, and purpose of the public hearing. In this notice, as well as at the hearing, the Council must inform displaced <u>residents</u> that they may be eligible for payments from the Minnesota manufactured home relocation trust fund under section 462A.35 as compensation for reasonable relocation costs. The statute defines <u>resident</u> as an owner of a manufactured home who rents a lot in a manufactured home park and includes the members of the resident's household. As a result, tenants, who are not homeowners, seem to not have eligibility for payments. However, tenants in the Park still should be afforded state law eviction protections.</p> <p>As a reminder, at the hearing, the City will serve in the role as a “host” of the meeting to ensure that the residents of the Park have an opportunity to be heard. At the hearing, the City Council appoints a neutral third-party arbiter. Although the statutes do not expressly require it, it would be useful to have that third-party neutral present at the hearing to hear the residents’ concerns and help answer questions about the Fund. Also, at the hearing, the Council shall</p>

	<p>report out if any ordinance was in effect on May 26, 2007, that would provide other compensation to displaced residents. At the time of this memo, staff has not located any such ordinance.</p> <p>It is the third-party neutral's role to gather information and serve as an arbitrator for requests from the park residents. Payment of the qualified neutral, based on the neutral's hourly cost, comes from the Fund. The City does not have any statutory duties related to the arbiter's role or payment of the arbiter, including the Council does not administer that Fund or decide who has eligibility for compensation.</p> <p>After setting the hearing date, the City must notify Minnesota Housing regarding the hearing date, and, it is the hope of staff that Minnesota Housing intends to attend the meeting.</p> <p>With respect to Minnesota Housing, it is worth noting that Minnesota Housing has brought a lawsuit against Schierholz & Associates based on the covenant in a grant from Minnesota Housing accepted by Schierholz & Associates that states the Park must continue as a manufactured home park for twenty-five years. As previously stated, the City is not a party to that agreement and not a party to the lawsuit either. As background, in 2022, Schierholz and Associates accepted a grant of \$500,000 for making improvements in Broadmoor Valley. At that time, Schierholz and Associates agreed to restrictions being added to the deed that they will continue to operate the property as a Manufactured Home Community. Additionally, the signed grant agreement prohibited increase of rents by more than 5% per year without prior approvals from Minnesota Housing. Minnesota Housing filed the case in Ramsey County District Court on February 6, 2025. The case was assigned to Judge Mark Ireland and nothing substantive has happened yet on that matter as of March 19, 2025 which is the date this memo was prepared for Council. Regardless, at this juncture, the pending lawsuit does not impact the City's statutory requirements under Chapter 327C of the Minnesota Statutes.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Schedule the public hearing for May 7, 2025, and provide direction to staff to send out the notice for the hearing in compliance with statute.

Schierholz and Associates, Inc.

PO Box 60969

Colorado Springs, CO 80960

February 10, 2025

TO: Residents of Broadmoor Valley MHC

The previous park closure letter of November 18, 2024, was not a lawful closure statement and consequently we will not be able to close Broadmoor Valley on December 1, 2025.

CC: Commissioner of health and the housing finance agency and the local planning agency which is the City of Marshall

Announcement: **The owner of Broadmoor Valley will cease operation as a manufactured home park on March 1, 2026.**

There are two MHC within 25 miles of Marshall, Minnesota, their location is below.

Serenity Estates Mobile Home Community within 25 miles at 221 Jackson Street Minneota, MN 56264. There at 14 sites available and the site rent is \$300 per month.

Lindsay Mobile Court and RV Camping within 25 miles at 750 W. 1st Street, Cottonwood, MN 56229, the have 36 sites. 8 sites are available. Site rent is \$350 per month.

The potential cost of relocation could be as high at \$7,500 for a single-section home or \$12,500 for a multi-section manufactured home.

PARK CLOSURE STATEMENT UNDER MINNESOTA STATUTE 2023 327C.095

**YOU MAY BE ENTITLED TO COMPENSATION FROM THE
MINNESOTA MANUFACTURED HOME RELOCATION TRUST FUND
ADMINISTERED BY THE MINNESOTA HOUSING FINANCE AGENCY.**

Sincerely,

Schierholz and Associates, Inc. dba Broadmoor Valley



By Paul Schierholz, President

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	City Staff Introduction, Stockwell and Contegrity to Give Overview of Bids Received and Formal Recommendation to Accept Bids and Award Contracts. Director of Administrative
Meeting Date:	Tuesday, March 25, 2025
Category:	NEW BUSINESS
Type:	ACTION
Subject:	1)-16) Accept Low Bids and Award Contracts for Marshall Aquatic Center 17)Approve Aquatic Center Budget and Authorize Necessary Contracts within that Budget and Per Adopted Finance Policies
Background Information:	<p>On August 29, 2024, the city opened bids for the Marshall Aquatic Center project. Due to higher than estimated bids being received, at the September 10, 2024, City Council rejected the bids and gave authorization and direction to staff to explore construction management services for the aquatic center.</p> <p>On September 10, 2024, City Council gave authorization and direction to staff to explore construction management services for the aquatic center following rejecting bids due to being approximately \$6 million over engineers estimate.</p> <p>At the September 24, 2024 Council meeting, the Council authorize staff to finalize an agreement with Contegrity Group, Inc.</p> <p>Since that time Contegrity has been working with Stockwell and contract providers on redesign elements that could be incorporated into final redesigned bid documents.</p> <p>On January 28, 2025, the City Council authorized the advertisement of bids the proposed Aquatic Center with a bid opening of March 11th at 2:00 p.m.</p> <p>16 different bid packages were developed and released. 8 local contractors bid on the project, with 50 bids in total being considered.</p> <p>Early review of the bid results indicate that City Council’s decision to redesign, initiate the construction manager process, continued fundraising efforts by the Aquatic Center Committee and the donors all contributed these favorable results.</p> <p>City Attorney has reviewed the construction contract and approves the form and execution.</p> <p>David Locke from Stockwell will give a brief overview of the redesign</p> <p>Larry Fillipi will give an overview of the bid process and bids received as well as review the bid results.</p> <p>Staff will be on hand to answer any additional questions.</p>
Fiscal Impact:	See Bid Tab and Starting Budget
Alternative/ Variations:	Do not accept the low bids, do not award contracts.

Recommendations

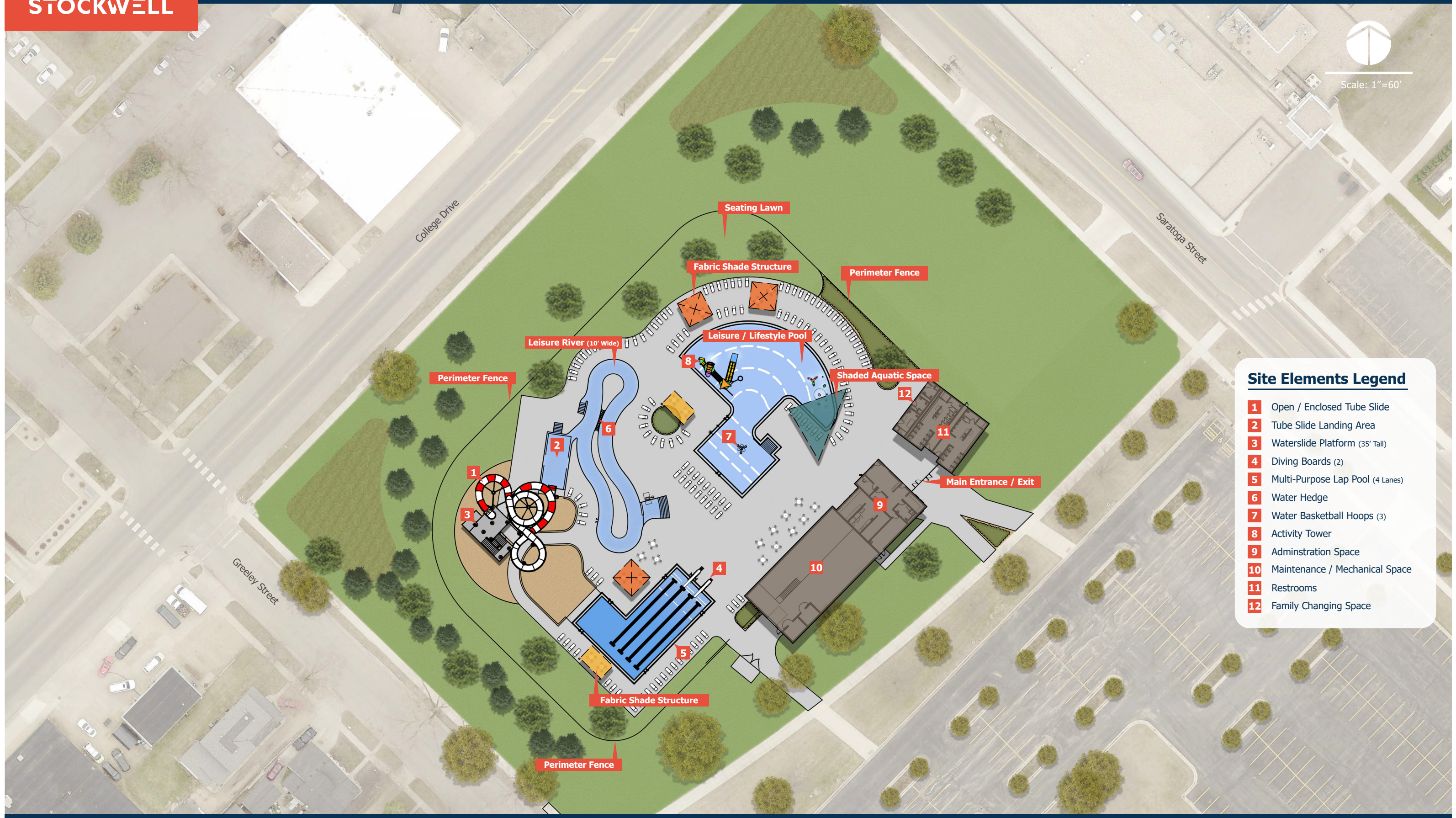
1)-16)The following are recommended for acceptance of low bid, and approval of contract:

#	CATEGORY OF WORK	CONTRACTOR NAME	BASE BID WITH ALTERNATES 1A THRU 6B
2	Earthwork/Utilities	R&G Construction Co.	\$ 2,165,755.00
3	Concrete	Musch Construction Inc.	746,305.64
4	Precast Concrete	Teracon Precast	647,863.00
5	Masonry	Demming Construction, Inc.	214,500.00
6	Carpentry	Doom & Cuypers	244,729.00
7	Roofing	Gag Sheet Metal, Inc.	172,000.00
8	Aluminum Entrance & Glazing	Southwest Glass Center, Inc.	74,700.00
9	Tile	Arnquist Flooring	19,000.00
10	Acoustical Treatments	Central Suspensions, Inc.	9,900.00
11	Painting	ToMi LLC	30,275.00
12	Aquatics	Global Specialty Contractors Inc	8,511,404.00
13	Plumbing / HVAC	Bisbee Plumbing & Heating	821,025.00
14	Electrical	Meier Electric Inc of Marshall	591,198.00
15	Steel Supply - material only	Marshall Machine Shop Inc	67,700.00
16	Standard Doors/Frames/ Hardware - material only	Mid Central Door	65,020.00
17	Specialties - material only	Building Material Supply, Inc.	71,110.00

17) Approve Aquatic Center Budget and Authorize Necessary Contracts within that Budget and Per Adopted Finance Policies



Scale: 1"=60'



Site Elements Legend

- 1** Open / Enclosed Tube Slide
- 2** Tube Slide Landing Area
- 3** Waterslide Platform (35' Tall)
- 4** Diving Boards (2)
- 5** Multi-Purpose Lap Pool (4 Lanes)
- 6** Water Hedge
- 7** Water Basketball Hoops (3)
- 8** Activity Tower
- 9** Administration Space
- 10** Maintenance / Mechanical Space
- 11** Restrooms
- 12** Family Changing Space

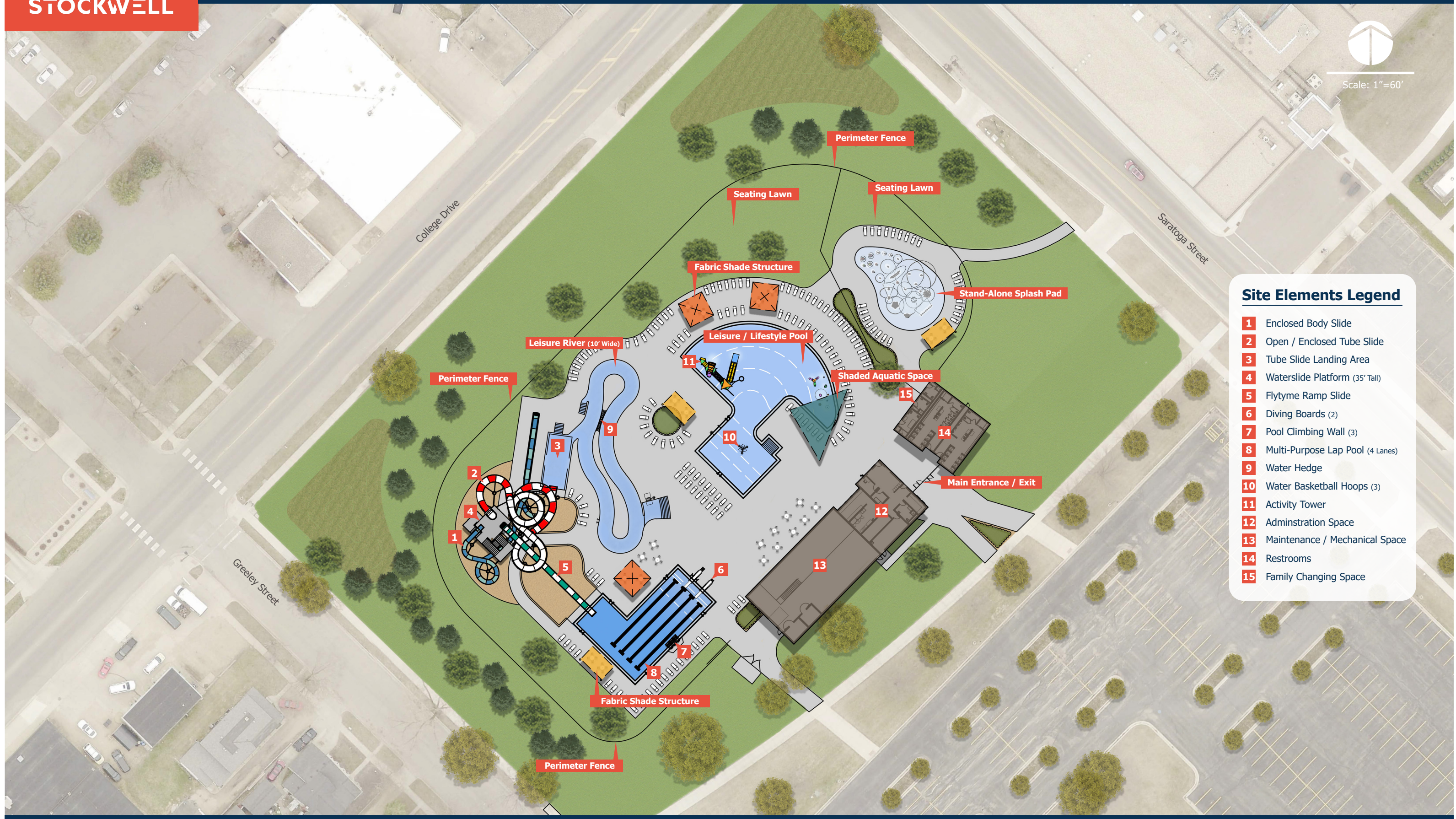
Marshall Aquatic Center

Item 11.

Labeled Illustrative Plan - Base Bid | Marshall, MN



Scale: 1"=60'



Site Elements Legend

- 1 Enclosed Body Slide
- 2 Open / Enclosed Tube Slide
- 3 Tube Slide Landing Area
- 4 Waterslide Platform (35' Tall)
- 5 Flytyme Ramp Slide
- 6 Diving Boards (2)
- 7 Pool Climbing Wall (3)
- 8 Multi-Purpose Lap Pool (4 Lanes)
- 9 Water Hedge
- 10 Water Basketball Hoops (3)
- 11 Activity Tower
- 12 Administration Space
- 13 Maintenance / Mechanical Space
- 14 Restrooms
- 15 Family Changing Space

Marshall Aquatic Center

Item 11.

Labeled Illustrative Plan - Alternates | Marshall, MN

Marshall Aquatic Center Site Improvements

Starting Budget



Date: **March 25, 2025**

#	CATEGORY OF WORK	TRADE CONTRACTOR NAME	BASE BID	BASE BID With Alt's #1A thru #6B
1	<u>Owner Items</u>			
	Signage	Owner/TBD	\$6,900.00	\$17,000.00
	Lockers	Owner/TBD	\$44,000.00	\$44,000.00
	Fencing and Gates	Owner/TBD	\$106,070.00	\$150,000.00
	Landscaping	Owner/TBD	\$215,000.00	\$215,000.00
2	Earthwork / Utilities	Duininck, Inc. (Base Bid)	\$1,879,028.00	NA
2	Earthwork / Utilities	R&G (W/Alternates) *	NA	\$2,165,755.00
3	Concrete	Musch Construction	\$695,125.14	\$746,305.64
4	Precast Concrete	Taracon Precast	\$647,863.00	\$647,863.00
5	Masonry	**Deming Construction	\$214,500.00	\$214,500.00
6	Carpentry	Doom & Cuypers Construction, Inc.	\$224,989.00	\$244,729.00
7	Roofing	Gag Sheet Metal, Inc.	\$172,000.00	\$172,000.00
8	Aluminum Entrance & Glazing	**Southwest Glass	\$74,700.00	\$74,700.00
9	Tile	Arnquist Flooring	\$19,000.00	\$19,000.00
10	Acoustical Treatments	Central Suspensions, Inc.	\$9,900.00	\$9,900.00
11	Painting	ToMi, LLC	\$30,275.00	\$30,275.00
12	Aquatics	Global Specialty Contractors, Inc.	\$7,005,904.00	\$8,511,404.00
13	Plumbing / HVAC	Bisbee Plumbing & Heating	\$781,025.00	\$821,025.00
14	Electrical	Meier Electric, Inc. of Marshall	\$540,400.00	\$591,198.00
15	Steel Supply - Material Only	Marshall Machine Shop, Inc.	\$67,700.00	\$67,700.00
16	Standard Doors/Frames/Hardware - M.O.	Mid Central Door	\$65,020.00	\$65,020.00
17	Specialties - Material Only	Building Material Supply, Inc.	\$71,110.00	\$71,110.00
TRADE CONTRACTOR TOTAL:			\$12,870,509.14	\$14,878,484.64
	Contingency	Budget	\$386,115.27	\$450,000.00
	General Conditions	Budget	\$847,621.63	\$847,621.63
	CM Fee	Contegritry Group, Inc.	\$429,000.00	\$429,000.00
	Architect & Engineer Fee - Design	Stockwell Engineers, Inc.	\$1,360,300.00	\$1,360,300.00
	Architect & Engineer Fee - CA	Stockwell Engineers, Inc.	\$870,000.00	\$870,000.00
CONSTRUCTION TOTAL:			\$16,763,546.04	\$18,835,406.27
	<u>Owner Items</u>			
	Owner Furnished (furniture / float / etc.)		\$200,000.00	\$200,000.00
	Site PA & Sound System		\$75,000.00	\$75,000.00
	Concessions Equipment		\$60,000.00	\$60,000.00
PROJECT SUB TOTAL:			\$17,098,546.04	\$19,170,406.27

* Alternate cost included for 6A & 6B reflect a total of 36" additional sand base material or three times the Alternate Pricing identified on the Bid Tab.

** Low masonry bid had clerical error and requested withdrawal of bid. Aluminum Entrance low bid did not acknowledge either addendum and deemed non-responsive as a result. 2nd bidder listed in both these categories of work.

12/10/24 Base Bid Project Estimate presented to the City Council was \$18,988,961.83 (NIC Owner - Previous Expenditures)

Marshall Aquatic Center - Site Improvements - BID TAB
March 11, 2025 at 2:00 PM

	Bid Sec	Add	BASE BID	UNIT PRICE 1: ADD Foundation Over- Excavation & Install of Engineered Fill	UNIT PRICE 2: ADD Contaminated Soil Removal & Install of Engineered Fill	ALTERNATE 1A: ADD FlyTyme Slide Piping	ALTERNATE 1B: ADD FlyTyme Slide Structure & Pump	ALTERNATE 2A: ADD Enclosed Body Slide Piping	ALTERNATE 2B: ADD Enclosed Body Slide Structure & Pump	ALTERNATE 3A: ADD Splash Pad Piping	ALTERNATE 3B: ADD Splash Pad & Site Improvements	ALTERNATE 4: ADD Aquatic Climbing Walls	ALTERNATE 5: ADD Pool B Above Ground Spray Features	ALTERNATE 6A: ADD Pool Deck Sand Base Areas	ALTERNATE 6B: ADD Pool Deck Sand Alternate Areas
CATEGORY 2 - EARTHWORK/UTILITIES															
Duininck Inc	X	X	\$1,879,028.00	\$34.50	\$105.00				\$2,369.50		\$105,734.00			\$60,053.00	\$9,292.50
R&G Construction Co.	X	X	\$1,920,000.00	\$32.00	\$130.00				\$4,500.00		\$52,000.00			\$55,585.00	\$7,500.00
CATEGORY 3 - CONCRETE															
Musch Construction Inc.	X	X	\$695,125.14						\$8,815.50		\$42,365.00				
Thompson Construction of Princeton Inc.	X	X	\$928,982.00						\$14,925.00		\$45,750.00				
CATEGORY 4 - PRECAST CONCRETE															
Taracon Precast	X	X	\$647,863.00												
Wells Concrete Products Co. dba Wells Concrete	X	X	\$663,385.00												
Collins Precast LLC	X	X	\$668,385.00												
CATEGORY 5 - MASONRY															
Caliber LLC	X	1	\$184,500.00												
Demming Construction, Inc.	X	X	\$214,500.00												
Mathison Custom Masonry, Inc.	X	X	\$218,810.00												
Lakeside Construction & Masonry	X	X	\$251,385.00												
TCR Enterprises; dba J&K Masonry	X	X	\$276,000.00												
Doom & Kuypers Construction Inc.	X	X	\$287,695.00												
Rice Lake Construction Group	X	X	\$378,250.00												
CATEGORY 6 - CARPENTRY															
Doom & Kuypers Construction, Inc.	X	X	\$224,989.00								\$19,740.00				
Visions Construction Group, Inc.	X	X	\$286,000.00								\$13,500.00				
Sussner Construction	X	X	\$293,200.00								\$21,800.00				
BCI Construction	–	–	–												
CATEGORY 7 - ROOFING															
Gag Sheet Metal, Inc.	X	X	\$172,000.00												
Nieman Roofing Company, Inc.	X	X	\$189,500.00												
Heyn Brothers Construction	X	X	\$193,895.00												
Laraway Roofing, Inc.	X	X	\$196,940.00												
Dalsin Inc. dba MJ Dalsin	X	X	\$208,838.00												
Buysse Roofing Systems and Sheet Metal Inc.	X	X	\$360,000.00												
CATEGORY 8 - ALUMINUM ENTRANCE & GLAZING															
Heartland Glass Company	X		\$72,500.00												
Southwest Glass Center, Inc.	X	X	\$74,700.00												
CATEGORY 9 - TILE															
Arnquist Flooring	X	X	\$19,000.00												
CFS Interiors & Flooring	X	X	\$21,177.00												
CATEGORY 10 - ACOUSTICAL TREATMENTS															
Central Suspensions, Inc.	X	X	\$9,900.00												
Wood Accoustics, Inc.	X	X	\$10,800.00												
St Cloud Accoustics, Inc.	X	X	\$11,700.00												
Sonus Interiors	X	X	\$15,050.00												
CATEGORY 11 - PAINTING															
ToMi LLC	X	X	\$30,275.00												
Fransen Decorating, Inc.	X	X	\$56,972.00												
Colorful Concepts Painting and Custom Finishing Inc.	X	X	\$78,748.00												
Miesen's Color Center Co Inc.	X	X	\$79,960.00												

Marshall Aquatic Center - Site Improvements - BID TAB
March 11, 2025 at 2:00 PM

	Bid Sec	Add	BASE BID	UNIT PRICE 1: ADD Foundation Over- Excavation & Install of Engineered Fill	UNIT PRICE 2: ADD Contaminated Soil Removal & Install of Engineered Fill	ALTERNATE 1A: ADD FlyTyme Slide Piping	ALTERNATE 1B: ADD FlyTyme Slide Structure & Pump	ALTERNATE 2A: ADD Enclosed Body Slide Piping	ALTERNATE 2B: ADD Enclosed Body Slide Structure & Pump	ALTERNATE 3A: ADD Splash Pad Piping	ALTERNATE 3B: ADD Splash Pad & Site Improvements	ALTERNATE 4: ADD Aquatic Climbing Walls	ALTERNATE 5: ADD Pool B Above Ground Spray Features	ALTERNATE 6A: ADD Pool Deck Sand Base Areas	ALTERNATE 6B: ADD Pool Deck Sand Alternate Areas
CATEGORY 12 - AQUATICS															
Global Specialty Contractors Inc.	X	X	\$7,005,904.00			\$16,000.00	\$215,000.00	\$24,000.00	\$425,000.00	\$37,931.00	\$613,536.00	\$49,557.00	\$124,476.00		
Mechanical Inc. dba Helm Mechanical	X	X	\$8,690,000.00	\$55.00	\$160.00	\$14,000.00	\$155,000.00	\$18,000.00	\$335,000.00	\$177,000.00	\$683,000.00	\$76,000.00	\$620,000.00		
CATEGORY 13 - PLUMBING/HVAC															
Bisbee Plumbing & Heating	X	X	\$781,025.00						\$10,250.00		\$29,750.00				
Masters Plumbing Heating and Cooling LLC	X	X	\$915,000.00						\$6,500.00		\$33,500.00				
Peterson Sheet Metal	X	X	\$1,079,000.00								\$2,500.00				
Gag Sheet Metal Inc.	X	X	\$1,097,000.00							\$1,600.00					
CATEGORY 14 - ELECTRICAL															
Meier Electric Inc of Marshall	X	X	\$540,400.00				\$9,700.00		\$10,898.00		\$30,200.00				
L&S Electric Inc.	X	X	\$569,300.00			\$4,130.00	\$7,725.00	\$5,080.00	\$8,126.00	\$13,068.00	\$19,182.00				
Hunt Electric dba Paul's Electric Inc.	X	X	\$658,700.00				\$6,161.00		\$14,450.00		\$45,195.00	\$1,690.00			
CATEGORY 15 - STEEL SUPPLY - MATERIAL ONLY															
Marshall Machine Shop Inc.	X	X	\$67,700.00												
CATEGORY 16 - STANDARD DOORS/FRAMEs/HARDWARE - MATERIAL ONLY															
Mid Central Door	X	X	\$65,020.00												
Kendell Doors & Hardware Inc.		X	\$68,999.00												
Johnson Hardware Company	X	1	\$86,791.00												
CATEGORY 17 - SPECIALTIES - MATERIAL ONLY															
BMSI	X	X	\$71,110.00												
Bartley Sales Company, Inc.	X	X	\$85,814.00												

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 25, 2025
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project SP 4210-61 (TH 68): BNSF Construction on TH 68 – 1) Authorize Execution of MnDOT/City/BNSF Agreement No. 1059392; 2) Consider Resolution Approving MnDOT Construction Plans and Authorizing the Construction to Occur on City Right-of-Way; 3) Authorize Execution of Detour Agreement No. 1059246
Background Information:	<p>This project is a joint project between MnDOT and BNSF that will replace the railroad crossing of TH68 in Marshall. The project includes an 18” drainage pipe crossing beneath BNSF rail, setting new intakes, and 4” drain tile parallel to the track crossing on both sides of the rail.</p> <p>MnDOT would like the City of Marshall to enter into agreement with MnDOT and BNSF regarding each party’s responsibility for this project. The City is not responsible for any cost participation for this project. The City is involved because MnDOT does not have right-of-way in the work area. MnDOT’s ROW includes the center 24-FT in this location, with the remainder of the right-of-way belonging to the City of Marshall. By approving this agreement and Resolution, the city is allowing for this project to occur and for the drainage pipe and intakes to be placed on City right-of-way.</p> <p>The City will be responsible to maintain the proposed storm sewer facilities as outlined in Mn/DOT Agreement No. 90606-R, Article VI, Section D paragraph 1 (see page 14 of 2007 Agreement included in packet). MnDOT is considered the owner of the infrastructure and MnDOT is ultimately responsible for capital expenses and large repairs.</p> <p>Additionally, MnDOT would like the City to execute a detour agreement for the duration of the project. This is common practice for MnDOT. The proposed detour will utilize Channel Parkway between TH19 and US59. In this agreement, the City is responsible for maintain the route (Channel Parkway) during the detour, and MnDOT pays the city for “road life consumed”. MnDOT is estimating a \$2,682.69 payment to the City for our maintenance effort and for road life consumed.</p> <p>This project is expected to be advertised for bids in early April. It is anticipated that the project would begin in mid-June, but exact date of construction is uncertain at this time. The project is expected to last 3 weeks. MnDOT will be providing the City with advance notice prior to beginning construction.</p>
Fiscal Impact:	No direct costs to the City of Marshall.
Alternative/ Variations:	No alternative actions recommended.

Recommendations:	<p>Recommendation No. 1 that the Council authorize execution of the attached MnDOT/City/BNSF Agreement No. 1059392.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION 25-026, which is the “Resolution Approving MnDOT Construction Plans and Authorizing the Construction to Occur on City Right-of-Way”.</p> <p>Recommendation No. 3 that the Council authorize execution of the attached Detour Agreement No. 1059246.</p>
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3/14/2025

Jason Anderson
City Engineer
City of Marshall
344 West Main St.
Marshall MN 56258

RE: State Project No.: 4210-61
USDOT No.: 067282F
Location: TH 68 (W. Main St.), located in Marchall, Lyon County, MN
Agreement No.: 1059392
Railroad Company: BNSF
Project Description: Drainage Modification Project

Mr. Anderson,

Enclosed is a copy of the above referenced agreement to modify the storm sewer system as the grade crossing on TH 68 (W. Main St.).

There are two pages that must be signed and completed by the City of Marshall:

1. The main signature page requires the signatures of two city officials.
2. The resolution page should be certified or attested to by an appropriate official. You may use the page provided to you or submit one of your own.

Once the agreement is signed, return it to the above address for processing. A fully executed copy will be returned to you.

Please contact me if you have any questions or concerns.

Sincerely,



Chris Rice
Railroad Safety and Coordination Project Manager
Phone: 651-366-3673
chris.rice@state.mn.us

Enclosure: Agreement No. 1059392
CC: File (eDocs)

AGREEMENT NO	1059392
USDOTNO	067282F
STATE PROJECT	4210-61
Railroad flagging services for roadway construction Project on TH 68 (W. Main St.), Marshall, Lyon County, MN	
BNSF Railway Company	
Standard Encroachment Agreement	

THIS AGREEMENT is made and entered into by and between **BNSF RAILWAY COMPANY**, (Company), the **CITY OF MARSHALL** (Local Agency), and the **STATE OF MINNESOTA through its COMMISSIONER OF TRANSPORTATION**, (State),

RECITALS:

1. The State has prepared plans, specifications and special provisions for the construction of S.P. 4210-61 (the Project) a crossing surface replacement and drainage improvement Project on TH 68 (W. Main St.), Marshall, Lyon County MN.
2. The Project's plans, specifications and special provisions together with the MnDOT Standard Specifications for Construction, 2020 Edition on file with the State, constitute the specifications for the Project.
3. The State and Company have entered into MnDOT Agreement #1059178 allocating costs for the crossing surface replacement. The State and Company shall coordinate the Project work during this crossing surface replacement.
4. The State and Local Agency have entered into MnDOT Agreement #90606-R outlining maintenance responsibilities for the storm sewer facilities that the Project will be modifying.
5. In order to accommodate the Project, it will be necessary for the Company to provide railroad flagging services for construction purposes, and if necessary to accommodate construction, remove and replace the median signal mast, and the Company is willing to do so under the terms and conditions set forth in this Agreement.
6. The State, pursuant to Minnesota Statute Section 161.20 is authorized to enter into an agreement with the Company for the work.

AGREEMENT NO. 1059392**CONTRACT:****1. EXHIBITS**

1.1 The State's "Standard Clauses for Railroad-Highway Agreements" (Standard Clauses), is attached and incorporated as Exhibit "A". Except as expressly modified, all of the terms and conditions set forth in the Standard Clauses are incorporated into this Agreement.

1.2 Exhibit "B", the location print and Exhibit "C", the final approved planset, are attached and incorporated into this Agreement.

1.3 Exhibit "D", the special provisions, is attached for purposes of identification. The State will incorporate Exhibit "D" into the Special Provisions of the State's contract with each contractor who will be performing the Project construction. Exhibit "D" amends or supplements the MnDOT Standard Specifications for Construction, 2020 Edition, § 1407, § 1505, § 1708 and § 1717. Those sections govern contractual requirements for MnDOT highway contractors when performing road/bridge work at or near operating rail lines. The Standard Specifications for Construction are incorporated into every MnDOT agreement for road/bridge work and are specifically amended or supplemented by Exhibit "D".

1.4 Exhibit "E", the Local Agency Resolution is attached and incorporated into this Agreement.

2. WORK TO BE PERFORMED BY THE COMPANY

2.1 At the request of the State, subsequent to the execution of this Agreement and at the Company's cost, the Company will provide all flagging services required in connection with the Project. The location of the Project is as shown on the print attached hereto, marked Exhibit "B". As used herein, "flagging" refers to flagging for the protection of the Company's employees, operations, property, facilities, and equipment (and the employees, operations, property, facilities, and equipment of other railroads that are using the Company's tracks with the Company's permission), and the protection of MnDOT employees and its contractor personnel while on Company's property.

2.2 This Agreement is effective upon the date the State obtains all signatures as required by Minnesota Statutes Section 16C.05, Subdivision 2. Any work by the Company prior to the effective date of this Agreement is not reimbursable.

2.3 The Daily Utility Report provided for in Article 7a of the Standard Clauses will not be required if the construction work is expected to last 10 working days or less.

AGREEMENT NO. 1059392**3. ENVIRONMENTAL AND MISCELLANEOUS**

3.1 In addition to the Special Provisions set forth in Exhibit “D” as described in Section 1.3 above, the contract or contracts between the State and its contractor or contractors for the construction of the Project must contain Specifications 1407 (Final Cleanup), 1701 (Laws to be Observed), 1712.4 (General Liability) and 1717 (Air, Land and Water Pollution) of the MnDOT Standard Specifications for Construction, 2020 Edition or, in the event MnDOT Standard Specifications for Construction, 2020 Edition are no longer in effect, specifications substantially similar to such Specifications. The following will also apply to such contracts:

3.1.1 As used in Sections 1407 (Final Cleanup), 1505 (Cooperation by Contractors), 1708 (Railroad-Highway Provisions), and 1717 (Air, Land, and Water Pollution) of the MnDOT Standard Specifications for Construction, 2020 Edition, the terms “Railway,” “Railroad,” “BNSF,” and “Company” mean BNSF Railway Company.

3.1.2 The State will modify Specification 1407 (Final Cleanup) of the MnDOT Standard Specifications for Construction, 2020 Edition to read as follows:

1407**Final Cleanup**

Before final acceptance, the Contractor shall remove from the Right of Way and from other ground occupied in connection with the work all surplus and discarded materials, equipment, rubbish, and temporary structures. The Contractor shall leave all parts of the work, including borrow pits, in a condition acceptable to the Engineer. The Contractor will consider the cost of final cleanup as incidental to other items. BNSF’s property shall be left in a condition at least equal to that existing before the work was started, as determined by the Engineer and BNSF after consultation.

3.1.3 The State will modify Specification 1717 (Air, Land, and Water Pollution) of the MnDOT Standard Specifications for Construction, 2020 Edition by adding the following:

1717.3**Additional BNSF Requirements**

A. As used in this subsection 1717.3:

The terms “hazardous waste”, “pollutant”, and “contaminant” will have the meaning given to such terms in the Resource Conservation and Recovery Act (“RCRA”), Minnesota Statutes Chapters 115A and 116, and the regulations promulgated under RCRA and Minnesota Statutes Chapters 115A and 116. The term "Environmental Laws" means all federal and State of Minnesota statutes, regulations, codes, and rules applicable to the contractor’s work and pertaining in any way to the

AGREEMENT NO. 1059392

protection of human health or the environment, including, but not limited to, RCRA, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, Minnesota Statutes Chapters 115A and 116, and the Minnesota Environmental Response and Liability Act (“MERLA”). The term “Environmental Laws” also includes any lawful order of a federal or State of Minnesota department, agency, or court acting pursuant to applicable Environmental Laws. The term “Hazardous Substance” means (1) hazardous waste (as defined above) and (2) any and every other hazardous, toxic, radioactive, or infectious substance, material, or waste as defined in, listed in, or regulated under any Environmental Law, including, but not limited to, petroleum oil and any of its fractions. The terms “release” and “threatened release” have the meaning given to them in CERCLA and MERLA.

B. The contractor and its employees, agents, and subcontractors shall not:

- (1) Treat, store or dispose of any hazardous waste, pollutant, or contaminant in such a way as to subject it to permitting requirements for a treatment, storage, or disposal facility under the RCRA or other applicable Environmental laws; or
- (2) Knowingly or negligently cause, contribute to, or exacerbate the release of any Hazardous Substance, Pollutant, or Contaminant on BNSF’s property or any public right of way traversing BNSF’s property.

C. If the contractor (or any of its employees, agents, or subcontractors) discovers any Hazardous Substance, Pollutant, or Contaminant including but not limited to any non-containerized commodity or material, on BNSF’s property or any public right of way traversing BNSF’s property while performing the work under this contract, the contractor shall immediately notify BNSF's Resource Operations Center at (800) 832-5452 of such discovery and shall take the actions set forth in subsections 1717.1 and 1717.2. In addition, if such discovery occurs, the contractor will take safeguards necessary to protect its employees, subcontractors, agents, and/or third parties, and exercise due care with respect to the Hazardous Substance, including the taking of all appropriate measures to minimize the impact of the release of such Hazardous Substance, Pollutant, or Contaminant.

3.2 To the extent stockpiling on Company property is feasible and agreeable to Company, prior to the start of construction, the State’s Project engineer will contact the Company’s Manager of Public Projects or their designee to determine the general area(s) where stockpiles can be placed during construction. Stockpile locations will be determined based on construction staging and access constraints. Approval of

AGREEMENT NO. 1059392

stockpile general area(s) shall not be unreasonably withheld by the Company. The State's Project engineer will limit the construction contractor's stockpiling activities to the general area(s) pre-approved by both State and Company. The Company will not be notified during the construction Project of individual stockpile placement, location, or re-location within the pre-approved general area(s).

3.3 The State's Project engineer will contact the Company no later than 36 hours prior to the start of excavation activities in known or suspected contaminated area(s) on the Company's property.

3.4 The mere fact that the State or its contractor performs work on or about BNSF's property (including work on any public right of way traversing BNSF's property) shall not, in and of itself, make the State or its contractor a "responsible person" with respect to any "hazardous substance", "pollutant", or "contaminant" (as such quoted terms are defined in CERCLA and MERLA) found on such property except to the extent that: (1) the State or its contractor, through some act, omission or neglect, caused, contributed to, or exacerbated the "release" or "threatened release" of any such "hazardous substance, pollutant, or contaminant on or from such property; or (2) the Environmental Laws otherwise make the State or its contractor a "Responsible Person" with respect to the release or threatened release of such hazardous substance, pollutant, or contaminant. Notwithstanding the foregoing, nothing in this Agreement will be construed to preclude the State's contractor from asserting that it is a "contractor" for the purposes of Minnesota Statutes section 115B.03 (subd. 10).

3.5 The State acknowledges that in the course of performing the work required to complete the Project on the Company's property, there is a possibility of encountering a hazardous substance, pollutant, or contaminant. The State further acknowledges that encountering such hazardous substance, pollutant, or contaminant may result in the State being required to perform "clean-up" actions in order to comply with applicable Environmental Laws. These clean-up actions may include, without limitation, excavating, treating, and disposing of such materials and contaminated soils, and constructing barriers to prevent the spread of pollutants and contaminants. The State further acknowledges that "but for" the construction of the State's Project, such clean-up actions may not have become necessary. It is the intent of the parties that the State will, through its contract with its contractor or otherwise, be responsible for performing such clean-up actions as are required to complete the State's Project in accordance with the Environmental Laws. The State will not be required to perform any clean-up of a hazardous substance, pollutant, or contaminant on the Company's property that is not directly necessitated by the State's Project or which the State is not otherwise responsible pursuant to this Agreement, and, to the extent the State is required (by the lawful order of a court or government agency) to perform any such additional work, that neither the State nor the Company waives any right they may have to seek contribution for such additional work.

AGREEMENT NO. 1059392

The State shall give the Company prompt and reasonable notice of any such additional work. The Company has the right, but not the obligation, to conduct such additional work.

3.6 All soils and materials removed by the State from Company's property or right-of-way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility at the State's expense, in accordance with all Environmental Laws. The Company shall not be responsible as or named "generator" of any soils, materials, or other wastes removed from the property by or disposed of by the State or its contractor.

4. MODIFICATIONS OF STANDARD CLAUSES (EXHIBIT "A")

In addition to the revisions in Exhibit "A" itself, the following clauses of the "STANDARD CLAUSES" are modified as follows in the context of this Agreement:

- 6. ELIGIBILITY OF COSTS** - deleted in its entirety.
- 8. REIMBURSEMENT** - deleted in its entirety.
- 10. COST SHARING** - deleted in its entirety.
- 12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES** - deleted in its entirety.
- 13. STATE AUDITS** - deleted in its entirety
- 16. DISADVANTAGED BUSINESS ENTERPRISE** – deleted in its entirety, as there are no federal funds being used.
- 18. PLAN REVIEW (BRIDGE)** – deleted in its entirety, as there is no bridge work on this Project.


5. MAINTENANCE

5.1 LOCAL AGENCY - Upon completion of the drainage work outlined in Exhibit C, and as outlined in Article VI, Section D, first paragraph of MnDOT Agreement 90606-R, which provision is incorporated by reference herein, the Local Agency, at its own cost and expense, will maintain the entire drainage system as modified by the Project. Nothing contained herein shall be construed to relieve either the Local Agency, State, or the Company of common law or statutory liability, if any, for any damages to the drainage system, resulting from their respective operations.

The Remainder of this page has been intentionally left blank.

COMPANY

Company certifies that the appropriate person(s) have executed the contract on behalf of Company as required by applicable articles, bylaws or resolutions.

Signed:  DocuSigned by:
14D9D96E64784B8...

Title: Assistant Director Public Projects

Date: March 20, 2025

COMMISSIONER OF TRANSPORTATION

(as delegated)

Signed: _____

Title: Manager, Rail safety and Coordination Section

Date: _____

COMMISSIONER OF ADMINISTRATION

Signed: _____

Date: _____

LOCAL AGENCY

Local Agency certifies that the appropriate person(s) have executed the contract on behalf of Local Agency as required by applicable articles, bylaws or resolutions.

Signed: _____

Title: _____

Date: _____

Signed: _____

Title: _____

Date: _____

EXHIBIT "A"

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD CLAUSES
FOR
RAILROAD-HIGHWAY AGREEMENTS

1. EFFECTIVE DATE

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

2. CANCELLATION

The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Company. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Company will be entitled to payment, determined on a pro rata basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Company notice of the lack of funding within a reasonable time of the State's receiving that notice.

3. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

4. COMMISSIONER'S OFFICIAL CAPACITY

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Company or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the Project.

5. DATA DISCLOSURE

Under Minnesota Statutes Section 270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.

6. ELIGIBILITY OF COSTS

[INTENTIONALLY DELETED.]

7. WORK REPORTS

The Company will furnish the State's Engineer in charge of the Project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Company and the State.

- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Company will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

8. REIMBURSEMENT

[INTENTIONALLY DELETED.]

9. WORKERS' COMPENSATION

The Company certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Company is subject to Federal Law which preempts the Minnesota Law. The Company will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Company's employees and agents will not be considered State employees. Any claims arising under workers' compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or contractors are in no way the responsibility of the State.

10. COST-SHARING

[INTENTIONALLY DELETED.]

11. INSPECTION, STANDARDS OF PERFORMANCE

The Company, and Local Agency if applicable, will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Company without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Company, and Local Agency if applicable, warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Company must repay all funds expended on unsatisfactory work.

12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES

[INTENTIONALLY DELETED.]

13. STATE AUDITS

[INTENTIONALLY DELETED.]

14. DATA PRACTICES

Government Data Practices. Company and State must comply with the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, but only to the extent that it applies to all data provided by State under this Agreement, and only to the extent that it applies to all data created, collected, received, stored, used, maintained or disseminated by Company under this Agreement. The civil remedies of Minnesota Statutes Section §13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act by either Company or the State.

If Company receives a request to release the data referred to in this Clause, Company must immediately notify State. State will give Company instructions concerning the release of the data to the requesting party before the data is released.

15. NONDISCRIMINATION

If and only to the extent the laws and regulations set forth in “Appendix A” attached hereto and made a part hereof apply to the Company’s work and services under this Agreement, then when the Company enters into a contract with a contractor to perform all or any portion of the Company’s work set forth in this Agreement, the Company for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this Agreement and as set forth in “Appendix A”. Notwithstanding the foregoing, the State acknowledges that the Company is not a contractor, subcontractor, or agent of the State in the Company’s work and services on the Project. Moreover, nothing herein is intended to waive, nor shall it waive, the preemptive effect of federal law as to the Company.

16. DISADVANTAGED BUSINESS ENTERPRISE

[INTENTIONALLY DELETED.]

17. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS

Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Company and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

18. PLAN REVIEW (BRIDGE)

[INTENTIONALLY DELETED.]

19. CONTRACT LETTING

The State agrees to let a contract pursuant to law for the construction of the highway Project referred to in this Agreement, in accordance with said plans and specifications referred to in this Agreement.

20. COMPLIANCE WITH PLANS & SPECIFICATIONS

The State agrees that all work performed by the State on the right-of-way of the Company shall be performed and completed in accordance with said plans and specifications in a manner satisfactory to the Chief Engineer of the Company, or his or her authorized representative. The State agrees that any contract let by it, for the performance of any construction work contemplated by this Agreement, will require the contractor to comply with all of the provisions relating to work on railroad right-of-way contained in MnDOT Standard Specifications for Construction, 2020 Edition, to furnish to the Company a Railroad Protective Liability Insurance Policy and to carry regular Contractor’s Public Liability and Property Damage Insurance, both as specified in the Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart A, and having limits of liability, as specified in the specifications and special provisions referred to in this Agreement; provided that if the Company’s risk manager requires additional or different insurance coverages or amounts, then any such State contractor must comply with the Company’s requirements. The Railroad Protective Liability Policy and evidence of the Contractor’s Public Liability and Property Damage Insurance, executed by an insurer qualified to write such policies in the State of Minnesota, must be delivered to the Company prior to the entry upon or use of the Company’s property by the contractor.

21. PLAN CHANGES

The State reserves the right to make such changes in the plans or character of the work, as the work under the contract progresses, as will, in the Commissioner of Transportation's judgment, be reasonably necessary to cause the agreed highway Project to be in all things constructed and completed in a satisfactory manner, and to that end, and as supplemental to any contract let for the construction of said Project, to enter into any supplemental agreement with the contractor for the performance of any extra work or work occasioned by any necessary, advantageous or desirable change in the plans. Any such changes in plan or the character or work, involving the Company's facilities or property, will be subject to the assent of the Company.

22. LEGAL RIGHTS

The State will pay up to the limit of the amount encumbered by State, the entire cost of the work to be performed under the contract to be let by the State, including the State's supervision of the contract work, provided, however:

- (1) that nothing herein contained will prevent the State from pursuing and enforcing any of its common-law and statutory rights, which it may have against any tortfeasor, including any contractor and the Company except that nothing herein is intended to or shall waive the preemptive effect of federal law as to the Company.
- (2) that when the Company has liability or obligation to the United States or the State for any portion of the railway-highway Project, the Company will pay its share of the railway-highway Project in the manner and to the extent set forth elsewhere in the Agreement.

23. CONSTRUCTION DELAY

In the event that the State does not enter into a contract for construction of the Project contemplated by this Agreement on or before a day 12 months after the effective date of this Agreement, then either party may, at any time thereafter, serve notice of cancellation upon the other party, by registered mail, and this Agreement will immediately be canceled; provided, however, that the Company will be reimbursed in full by the State for all reimbursable costs incurred after this Agreement is effective and prior to the cancellation.

The remainder of this page intentionally blank.

APPENDIX A

Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

Subject to the disclaimers set forth in Section 15 of the Agreement above, during the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

- (1) **Compliance with Regulations:** The Contractor will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix “A”, “B” and “C”.
- (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



MINNESOTA DEPARTMENT OF TRANSPORTATION

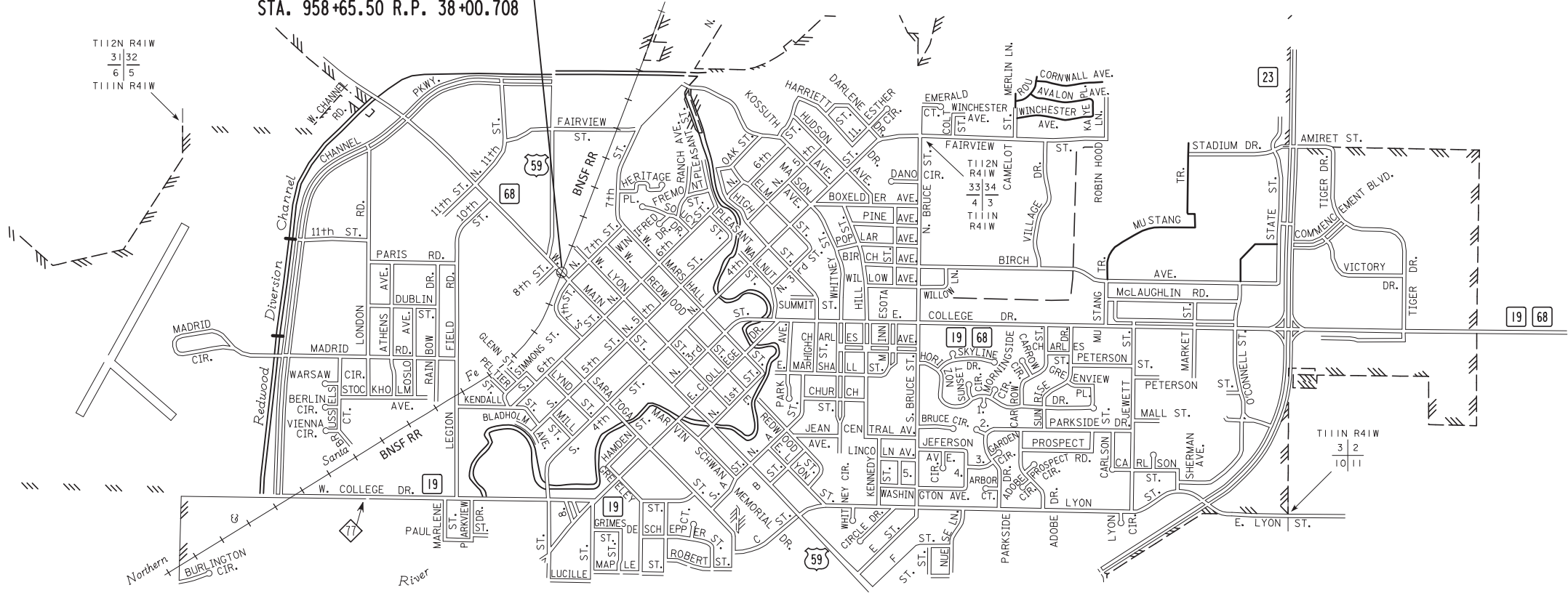
CONSTRUCTION PLAN FOR NEGOTIATED CONSTRUCTION CONTRACT FOR CONCRETE PAVEMENT AND STORM SEWER AT BNSF RAILROAD CROSSING

LOCATED ON TH 68 IN THE CITY OF MARSHALL FROM 99.0 FT SE OF 8TH ST TO 137.8 FT NW OF 7TH ST

STATE PROJ. NO. 4210-61 (TH 68)
GROSS LENGTH 69.9 FEET 0.013 MILES
BRIDGES-LENGTH FEET MILES
EXCEPTIONS-LENGTH FEET MILES
NET LENGTH 69.9 FEET 0.013 MILES
REF. POINT 38+00.695 TO REF. POINT 38+00.708

BEGIN S.P. 4210-61 (TH 68)
STA. 957+95.78 R.P. 38+00.695
END S.P. 4210-61 (TH 68)
STA. 958+65.50 R.P. 38+00.708

MARSHALL



INDEX MAP

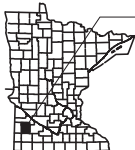
2000

SCALE IN FEET

PLANS

20

SCALE IN FEET



PROJECT LOCATION

COUNTIES: LYON

DISTRICT: 8

FOR PLANS AND UTILITIES SYMBOLS SEE TECHNICAL MANUAL

STATE PROJ. NO. CHARGE IDENTIFIER

4210-61



TITLE SHEET

CAATS NO. 1059047

GOVERNING SPECIFICATIONS

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

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	ESTIMATED QUANTITIES
3	STANDARD PLATES & CONSTRUCTION NOTES
4-5	TABULATIONS
6	EXISTING UTILITY PLAN
7-8	TYPICAL SECTIONS
9	DESIGN DETAILS
10-16	STANDARD PLANS
17	REMOVAL PLAN
18	CONSTRUCTION PLAN
19	CONCRETE PAVING PLAN
20	DRAINAGE PLAN
21-22	DRAINAGE TABULATIONS AND PROFILES
23	EROSION CONTROL
TC01-TC05	TRAFFIC CONTROL PLANS

THIS PLAN CONTAINS..28. SHEETS

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

PRINT NAME: WIPHAWI S.P. BRUA LICENSE # 62996

DATE: 3-10-2025 SIGNATURE: Wiphawi Brua Date: 2025 03 10

DESIGN SQUAD: MCCOY

STATE PROJ. NO. 4210-61

TRUNK HWY. (TH 68=68)

SHEET NO.

TOTAL SHEETS

Page 104

10-MAR-2025

PLOTTED/REVISED:

DISTRICT #: D8-WILLMAR
PLOT NAME: d410261_100tsh.dgn
PATH & FILENAME: Projects\08_Will\068\4210\061\Design\PlanSheets\General\4210261_100tsh.dgn

Item 12.

Exhibit C

DISTRICT #: D8-WILLMAR
PLOT NAME: d421061_110est.dgn
PATH & FILENAME: Projects\ID8_WIL\068\4210\061\Design\PlanSheets\General\421061_110est.dgn
PLOTTED/REVISED: 13-MAR-2025

STATEMENT OF ESTIMATED QUANTITIES (A)						
TAB LETTER	SHEET NO.	ITEM NO.	DESCRIPTION	NOTES	UNIT	TOTAL ESTIMATED QUANTITIES
		2021.501	MOBILIZATION		LUMP SUM	1
		2051.501	MAINT AND RESTORATION OF HAUL ROADS		LUMP SUM	1
H	21	2104.502	REMOVE MANHOLE	(4)	EACH	1
H	21	2104.502	REMOVE DROP INLET	(5)	EACH	1
B	4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	92
B	4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LIN FT	50
H	21	2104.503	REMOVE PIPE DRAIN		LIN FT	63
C	4	2104.503	REMOVE CURB AND GUTTER		LIN FT	86
D	4	2104.504	REMOVE CONCRETE PAVEMENT	(6)	SQ YD	105
D	4	2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	129
C	4	2104.518	REMOVE CONCRETE WALK		SQ FT	485
A	4	2106.507	EXCAVATION - COMMON		CU YD	49
A	4	2105.507	SELECT GRANULAR EMBANKMENT (CV)		CU YD	10
A	4	2106.507	COMMON EMBANKMENT (CV)		CU YD	46
A	4	2106.607	EXCAVATION SPECIAL		CU YD	74
A	4	2106.607	HAUL AND STOCKPILE CONTAMINATED SOIL	(1)	CU YD	74
A	4	2106.609	HAUL AND DISPOSE OF CONTAMINATED SOIL		TON	119
E, F	4,5	2211.509	AGGREGATE BASE CLASS 5		TON	48
F	5	2301.504	CONCRETE PAVEMENT 7.0"		SQ YD	108
F	5	2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT		POUND	784
F	5	2301.602	DRILL AND GROUT DOWEL BAR (EPOXY COATED)		EACH	72
F	5	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) (SPWEB340B)	(2)	TON	32

STATEMENT OF ESTIMATED QUANTITIES (A)						
TAB LETTER	SHEET NO.	ITEM NO.	DESCRIPTION	NOTES	UNIT	TOTAL ESTIMATED QUANTITIES
H	21	2451.507	FINE FILTER AGGREGATE (CV)		CU YD	10
H	21	2451.507	FINE AGGREGATE BEDDING (CV)		CU YD	10
H	21	2502.503	4" PERF TP PIPE DRAIN		LIN FT	138
H	21	2502.602	4" PVC PIPE DRAIN CLEANOUT		EACH	2
H	21	2503.503	INSTALL PIPE SEWER	(3) (4)	LIN FT	32
H	21	2503.602	CONNECT TO EXISTING STORM SEWER		EACH	2
I	21	2506.502	INSTALL CASTING	(4) (5)	EACH	3
H	21	2506.602	INSTALL CATCH BASIN	(4) (5)	EACH	1
H	21	2506.602	INSTALL MANHOLE	(4) (5)	EACH	2
E	5	2521.518	6" CONCRETE WALK		SQ FT	484
E	5	2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)		EACH	29
E	5	2531.503	CONCRETE CURB AND GUTTER DESIGN B424		LIN FT	35
E	5	2531.503	CONCRETE CURB AND GUTTER DESIGN B436		LIN FT	14
E	5	2531.503	CONCRETE CURB AND GUTTER DESIGN B624		LIN FT	67
E	5	2531.618	TRUNCATED DOMES		SQ FT	24
		2563.601	TRAFFIC CONTROL		LUMP SUM	1
G	5	2573.502	STORM DRAIN INLET PROTECTION		EACH	5
G	5	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST		LIN FT	158
G	5	2573.503	SEDIMENT CONTROL LOG TYPE ROCK		LIN FT	107

STATEMENT OF ESTIMATED QUANTITIES NOTES

- (1) HAUL CONTAMINATED MATERIAL TO MARSHALL MN DOT TRUCK STATION 1800 EAST COLLEGE DRIVE, SEE SPECIAL PROVISIONS.
- (2) TACK COAT SHALL BE APPLIED AS PER SPEC. 2357 (INCIDENTAL).
- (3) 30' OF 18" HOBAS PIPE TO BE SUPPLIED BY MN DOT (1 PIECE 20' LONG AND 1 PIECE 10' LONG). 6' OF 12" RCP PIPE CULVERT DESIGN 3006.
- (4) CONTRACTOR TO PICK UP MATERIALS AT MNDOT TRUCK STATION 1800 EAST COLLEGE DR. MARSHALL MN (INCIDENTAL)
- (5) DRAINAGE STRUCTURES AND CASTING ASSEMBLIES SUPPLIED BY MN DOT.
- (6) 41 SQ YD INCLUDES BITUMINOUS OVERLAY 0" TO 1.5"
- (A) THIS PROJECT IS A LUMP SUM CONTRACT. ANY REFERENCE TO PAY ITEMS, QUANTITIES, OR MEASUREMENTS THROUGHOUT THIS PLAN ARE FOR CONVENIENCE OF THE CONTRACTOR TO QUOTE ON THE PROJECT.

DISTRICT #: D8-WILLMAR

PLOT NAME: d421061_115spt.dgn

PATH & FILENAME: Projects\D8_WIL\068\4210\061\Design\PlanSheets\General\421061_115spt.dgn

13-MAR-2025

PLOTTED/REVISED:

THE FOLLOWING STANDARD PLATES, APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION, SHALL APPLY ON THIS PROJECT	
STANDARD PLATES	
PLATE NO.	DESCRIPTION
1070N	SUPPLEMENTAL PAVEMENT REINFORCEMENT
3000M	REINFORCED CONCRETE PIPE (6 SHEETS)
4006L	MANHOLE OR CATCH BASIN PRECAST - DESIGNS G AND H
4010I	CONCRETE ADJUSTING RINGS
4011E	PRECAST CONCRETE BASE
4020J	MANHOLE OR CATCH BASIN (FOR USE WITH OR WITHOUT TRAFFIC LOADS) (2 SHEETS)
4026B	CONCRETE ENCASED CONCRETE ADJUSTING RINGS
4101D	RING CASTING FOR MANHOLE OR CATCH BASIN
4108F	ADJUSTING RINGS FOR CATCH BASINS AND MANHOLES
4132G	CATCH BASIN FRAME CASTING (FOR SQUARE GRATE) - CASTING NO. 805
4140D	SPECIAL GRATE CASTINGS FOR CATCH BASIN (CONVEX AND CONCAVE) - CASTING NO. 720 AND 721
4154B	CATCH BASIN GRATE CASTING - CASTING NO. 816
4180J	MANHOLE OR CATCH BASIN STEP
7038A	DETECTABLE WARNING SURFACE TRUNCATED DOMES
7100H	CONCRETE CURB AND GUTTER (DESIGN B AND DESIGN V)
7113A	CONCRETE APPROACH NOSE DETAIL
8000K	TEMPORARY CHANNELIZERS (3 SHEETS)

CONSTRUCTION NOTES:

- ALL MATERIAL NOT UTILIZED ON THIS PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OUTSIDE OF THE RIGHT OF WAY IN ACCORDANCE WITH MNDOT SPEC. 2104.
- PERPETUATE DRAINAGE ON ALL AREAS DISTURBED BY CONSTRUCTION (INCIDENTAL).
- IN AREAS DISTURBED BY CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND RE-USED AS TOPSOIL.
- BNSF WILL BE RESPONSIBLE FOR REPLACEMENT OF RAILROAD GRADE WITH BALLAST TO A DEPTH OF 35" BENEATH THE TRACKS AT THE HOBAS PIPE CROSSING.
- AS NOTED IN THE PLAN ON SHEET 9, THE CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING THE RAILROAD GRADE STARTING AT 12" BELOW THE EXISTING TRACKS AT THE HOBAS PIPE CROSSING.
- BNSF WILL DISCONNECT POWER, REMOVE STOP ARM AND POLE FOR CENTER MEDIAN SIGNAL ON THE EAST SIDE OF THE TRACKS.

UTILITY NOTES

- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES".
- THE FOLLOWING UTILITY OWNERS HAVE EXISTING FACILITIES IN THE AREA OF CONSTRUCTION. BURLINGTON NORTHERN SANTA FE, CENTURYLINK, CITY OF MARSHALL, GREAT PLAINS NATURAL GAS, CHARTER SPECTRUM, MARSHALL MUNICIPAL UTILITIES.
- THE CONTRACTOR IS HEREBY REMINDED OF HIS RESPONSIBILITY UNDER STATE LAW TO CONTACT ALL UTILITIES THAT MAY HAVE FACILITIES IN THE AREA. THE CONTACT MUST BE MADE THROUGH GOPHER STATE ONE-CALL. UTILITY LOCATES FOR BNSF CONTACT 800-832-5452.
- ALL UTILITY WORK TO BE DONE BY OTHERS UNLESS OTHERWISE NOTED.

DISTRICT #: D8-WILLMAR
PLOT NAME: d421061_130tab-01.dgn
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13-MAR-2025
PLOTTED/REVISED:

EARTHWORK TABULATION									A
STATION TO STATION	LOCATION	EXCAVATION - COMMON	SELECT GRANULAR EMBANKMENT	COMMON EMBANKMENT (CV)	EXCAVATION SPECIAL	HAUL AND STOCKPILE CONTAMINATED SOIL	HAUL AND DISPOSE OF CONTAMINATED SOIL (1)	AGGREGATE BASE CLASS 5	REMARKS
		CU YD	CU YD	CU YD	CU YD	CU YD	TON	TON	
958+00 - 958+12	30 LT - 39 LT		1		4	4	6		STR 103 TO 102
958+00 - 958+41	30 LT - 44 LT		8	12	65	65	104	7	STR 102 TO STR 101
958+03 - 958+40	35 LT - 27 RT	22		17					DRAIN TILE OUT OF STR 103
958+52 - 958+38	36 LT - 27 RT	22		17					DRAIN TILE OUT OF STR 101
958+30 - 958+56	31 LT - 34 LT	3	1		5	5	9		CURB
958+06.56 - 958+53.04	4.1 LT - 3.8 RT	1							MEDIAN
958+44.42 - 958+68.95	43.9 RT - 50.0 RT	1							SIDE WALK
958+35.3 - 958+43.45	50.4 LT - 44.2 LT								SIDE WALK
TOTAL		49	10	46	74	74	119	7	

(1) 1.6 CONVERSION FACTOR WAS USED.

REMOVE CURB AND GUTTER AND WALK					C
STATION TO STATION	LOCATION	REMOVE CURB AND GUTTER	REMOVE CONCRETE WALK (2)	REMARKS	
		LIN FT	SQ FT		
957+95.86 - 958+10.70	34.3 LT - 47.1 LT		87		
958+02.60 - 958+12.11	32.3 LT	9			
958+06.57 - 958+23.90	4.5 LT	17		CENTER MEDIAN CURB	
958+06.60 - 958+28.06	4.3 LT - 3.8 RT		140	CENTER MEDIAN	
958+06.80 - 958+29.20	4.7 RT	6		CENTER MEDIAN CURB	
958+21.69 - 958+37.49	24.5 RT	14			
958+44.42 - 958+52.66	44.1 RT - 50.0 RT		33		
958+17.63 - 958+35.23	51.2 LT - 44.4 LT		143		
958+55.94 - 958+64.21	32.7 LT	8			
958+42.63 - 958+51.71	4.7 LT	6		CENTER MEDIAN CURB	
958+43.72 - 958+53.04	4.1 LT - 3.8 RT		49	CENTER MEDIAN	
958+47.29 - 958+65.25	4.5 RT	17		CENTER MEDIAN CURB	
958+55.46 - 958+65.48	24.4 RT	9			
958+60.97 - 958+68.95	43.9 RT - 49.8 RT		32		
TOTAL		86	484		

(2) INCLUDES REMOVAL OF TRUNCATED DOMES. (INCIDENTAL)

SAWING					B
STATION TO STATION	LOCATION	SAWING CONCRETE PAVEMENT (FULL DEPTH)	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	REMARKS	
		LIN FT	LIN FT		
958+02.55 - 958+06.66	30.7 LT - 5.0 LT	30			
958+21.09 - 958+21.70	6.5 RT - 22.5 RT	16			
958+21.7 - 958+21.7	25.4 RT - 29.4 RT		4	BOULEVARD	
958+21.7 - 958+39.0	29.4 RT - 29.3 RT		17	BEHIND CURB	
958+39.0 - 958+44.39	29.3 RT - 44.1 RT		16	BOULEVARD	
958+43.45 - 958+43.84	44.2 LT - 30.8 LT		13	BOULEVARD	
958+60.38 - 958+64.22	33.3 LT - 30.6 LT	6		CURB AND DRIVEWAY FLARE	
958+47.69 - 958+47.50	30.8 LT - 6.5 LT	24			
958+65.23 - 958+65.50	6.5 RT - 22.7 RT	16		INCLUDES CURB AND MEDIAN	
TOTAL		92	50		

PAVEMENT REMOVAL					D
STATION TO STATION	LOCATION	REMOVE CONCRETE PAVEMENT	REMOVE BITUMINOUS PAVEMENT	REMARKS	
		SQ YD	SQ YD		
958+02.57 - 958+23.30	30.7 LT - 6.5 LT	32			
958+21.09 - 958+36.31	6.5 RT - 22.7 RT	20			
957+99.11 - 958+14.91	33.2 LT - 41.7 LT		20	BOULEVARD	
958+11.03 - 958+41.29	32.9 LT - 25.3 RT		25		
958+21.58 - 958+36.58	25.2 RT - 29.4 RT		6	BEHIND CURB	
958+37.49 - 958+49.87	25.3 RT - 44.1 RT		9	BOULEVARD	
982+20.41 - 958+43.87	45.1 LT - 30.8 LT		30	BOULEVARD	
958+26.95 - 958+56.59	30.8 LT - 25.4 RT		27		
958+52.43 - 958+65.17	25.4 RT - 43.9 RT		12	BOULEVARD	
958+31.69 - 958+47.50	30.8 LT - 6.5 LT	29			
958+48.36 - 958+65.48	6.6 RT - 22.7 RT	24			
TOTAL		105	129		

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13-MAR-2025
PLOTTED/REVISED:

CONCRETE CURB AND GUTTER AND WALK									E
STATION TO STATION	LOCATION	AGGREGATE BASE CLASS 5	6" CONCRETE WALK	DRILL AND GROUT REINF BAR (EPOXY COATED) (1)	CONCRETE CURB AND GUTTER DESIGN B424	CONCRETE CURB AND GUTTER DESIGN B436	CONCRETE CURB AND GUTTER DESIGN B624	TRUNCATED DOMES	REMARKS
		TON	SQ FT	EACH	LIN FT	LIN FT	LIN FT	SQ FT	
957+95.86 - 958+10.70	34.3 LT - 47.1 LT	4	87	2				12	
958+02.60 - 958+12.16	32.3 LT			2			9		
958+06.60 - 958+12.30	2.4 LT - 6.4 LT			2		6			CENTER MEDIAN CURB
958+12.30 - 958+24.11	4.3 LT				11				CENTER MEDIAN CURB
958+06.56 - 958+27.13	3.6 LT - 3.8 RT		140	2					CENTER MEDIAN
958+21.58 - 958+27.44	4.7 RT			2	6				CENTER MEDIAN CURB
958+21.58 - 958+36.66	24.5 RT			2			15		
958+44.42 - 958+52.66	44.1 RT - 50.0 RT		33	2					
958+18.16 - 958+43.45	50.0 LT - 44.0 LT	3	143	2				12	
958+30.44 - 958+64.21	32.7 LT			2			34		
958+43.26 - 958+51.71	4.5 LT			2	8				CENTER MEDIAN CURB
958+43.57 - 958+52.68	3.7 LT - 3.8 RT		49	3					CENTER MEDIAN
958+47.32 - 958+57.17	4.4 RT				10				CENTER MEDIAN CURB
958+57.17 - 958+65.23	4.4 RT - 3.2 RT			2		8			CENTER MEDIAN CURB
958+55.55 - 958+65.48	24.4 RT			2			9		
958+60.97 - 958+68.95	43.9 RT - 49.8 RT		32	2					
TOTAL		7	484	29	35	14	67	24	

(1) SEE TABULATION ON SHEET 19 FOR SPECIFICAPPLICATIONS

TEMPORARY EROSION CONTROL						G
STATION TO STATION	LOCATION	STORM DRAIN INLET PROTECTION	SEDIMENT CONTROL LOG TYPE COMPOST	SEDIMENT CONTROL LOG TYPE ROCK	REMARKS	
		EACH	LIN FT	LIN FT		
957+80 - 957+98	39.6 LT - 61.4 LT		31			
957+82 - 957+84	32.4 LT - 0.5 LT			32		
957+85 - 957+85	4.7 RT - 24.4 RT			20		
958+15 - 958+16	24.5 RT - 43.5 RT		19			
958+15 - 958+53	49.9 RT - 59.0 RT		37			
958+05	31.7 LT	1				
958+06	36.7 LT	1				
958+25	56.8 LT	1				
958+33	37.1 LT	1				
959+63	73.1 RT	1				
958+14 - 958+46	61.6 LT - 50.0 LT		34			
958+54 - 968+60	43.6 LT - 34.5 LT		11			
958+81 - 958+89	32.5 LT - 4.4 LT			29		
958+89 - 958+89	0.0 RT - 26.4 RT			26		
958+75 - 958+78	25.0 LT - 44.0 LT		19			
958+69 - 958+75	50.0 LT - 55.4 LT		7			
TOTAL		5	158	107		

SURFACING								F
STATION TO STATION	LOCATION	AGGREGATE BASE CLASS 5	CONCRETE PAVEMENT 7.0"	SUPPLEMENTAL PAVEMENT REINFORCEMENT	DRILL AND GROUT DOWEL BAR (EPOXY COATED)	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) (SPWEB340B)	REMARKS	
		TON	SQ YD	POUND	EACH	TON		
958+02.57 - 958+22.25	30.7 LT - 7.0 LT	1	30	256	21			
958+21.58 - 958+35.74	6.5 RT - 22.7 RT	1	19	133	15			
957+99.11 - 958+14.91	33.2 LT - 41.7 LT	8				1		BOULEVARD
958+09.40 - 958+41.29	33.3 LT - 25.4 RT	10				11		
958+21.58 - 958+36.58	25.2 RT - 29.4 RT	2				1		BEHIND CURB
958+37.49 - 958+49.87	25.3 RT - 44.1 RT					2		BOULEVARD
982+20.41 - 958+43.87	45.1 LT - 30.8 LT					4		BOULEVARD
958+26.95 - 958+56.59	30.8 LT - 25.4 RT	10				11		
958+52.43 - 958+65.17	25.4 RT - 43.9 RT					2		BOULEVARD
958+31.69 - 958+47.50	30.8 LT - 6.5 LT	1	24	234	22			
958+48.36 - 958+65.48	6.6 RT - 22.7 RT	1	35	161	14			
TOTAL		34	108	784	72	32		



Wiphawit S. P. Br...
LICENCED PROFESSIONAL ENGINEER

WIPHAWI S.P. BRUA
LIC. NO. 62996
DATE: 13-MAR-2025

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

13-MAR-2025

PLOTTED/REVISED:

d421061_135ure.dgn

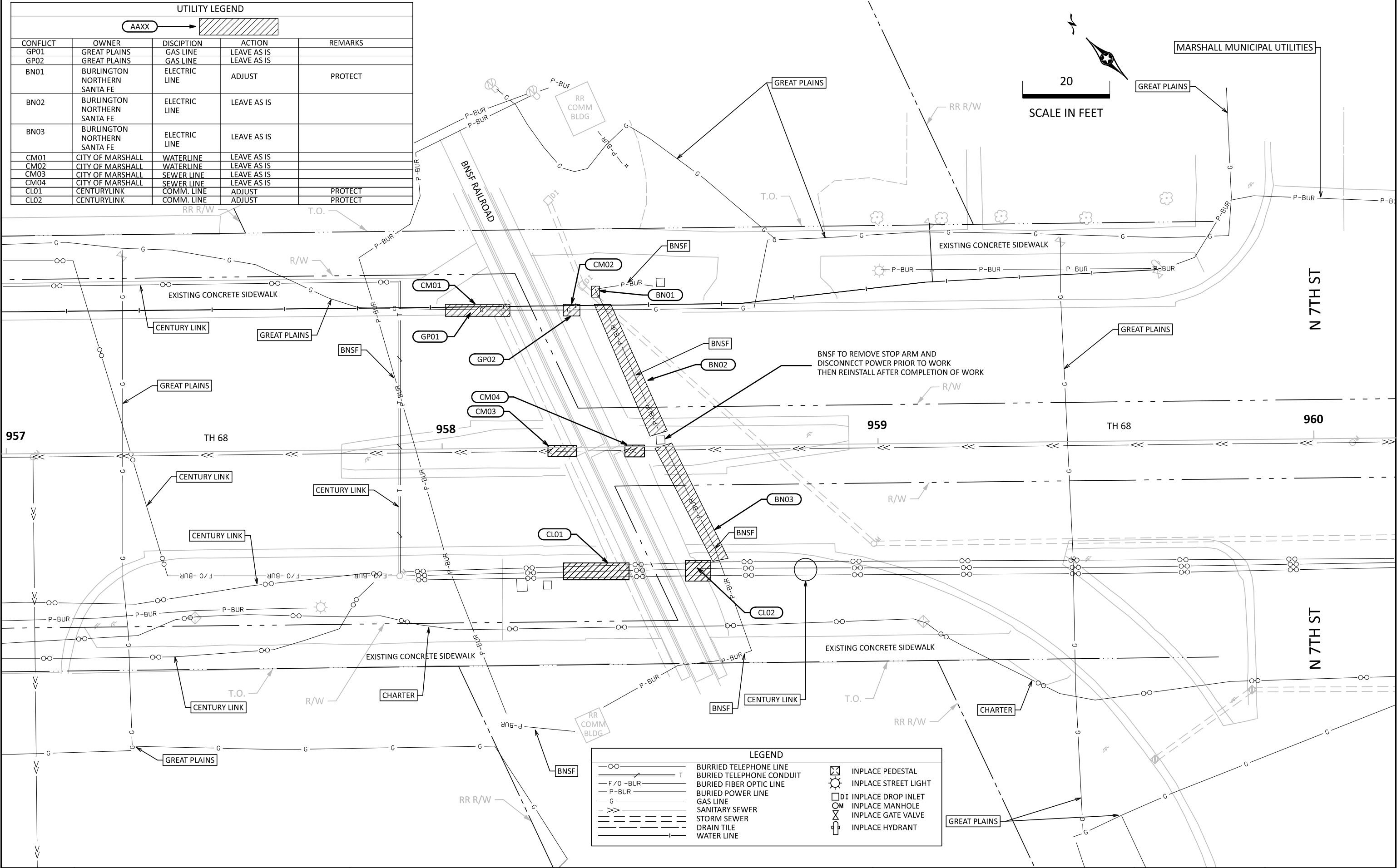
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D8-WILLMAR

PLOT NAME: d421061_135ure.dgn

PATH & FILENAME:

UTILITY LEGEND				
AAXX				
CONFLICT	OWNER	DISCIPTION	ACTION	REMARKS
GP01	GREAT PLAINS	GAS LINE	LEAVE AS IS	
GP02	GREAT PLAINS	GAS LINE	LEAVE AS IS	
BN01	BURLINGTON NORTHERN SANTA FE	ELECTRIC LINE	ADJUST	PROTECT
BN02	BURLINGTON NORTHERN SANTA FE	ELECTRIC LINE	LEAVE AS IS	
BN03	BURLINGTON NORTHERN SANTA FE	ELECTRIC LINE	LEAVE AS IS	
CM01	CITY OF MARSHALL	WATERLINE	LEAVE AS IS	
CM02	CITY OF MARSHALL	WATERLINE	LEAVE AS IS	
CM03	CITY OF MARSHALL	SEWER LINE	LEAVE AS IS	
CM04	CITY OF MARSHALL	SEWER LINE	LEAVE AS IS	
CL01	CENTURYLINK	COMM. LINE	ADJUST	PROTECT
CL02	CENTURYLINK	COMM. LINE	ADJUST	PROTECT



LEGEND			
	BURIED TELEPHONE LINE		INPLACE PEDESTAL
	BURIED TELEPHONE CONDUIT		INPLACE STREET LIGHT
	BURIED FIBER OPTIC LINE		INPLACE DROP INLET
	BURIED POWER LINE		INPLACE MANHOLE
	GAS LINE		INPLACE GATE VALVE
	SANITARY SEWER		INPLACE HYDRANT
	STORM SEWER		
	DRAIN TILE		
	WATER LINE		

Item 12.



Exhibit C

Wiphaw S.P. Br...
LICENSED PROFESSIONAL ENGINEER

WIPAWI S.P. BRUA
LIC. NO. 62996
DATE: 13-MAR-2025

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

EXISTING UTILITY PLANS

SP 4210-61
(TH 68)

SHEET NO
Page 109
TOTAL SHE

TYPICAL SECTION 1

CONCRETE MAINLINE PAVEMENT

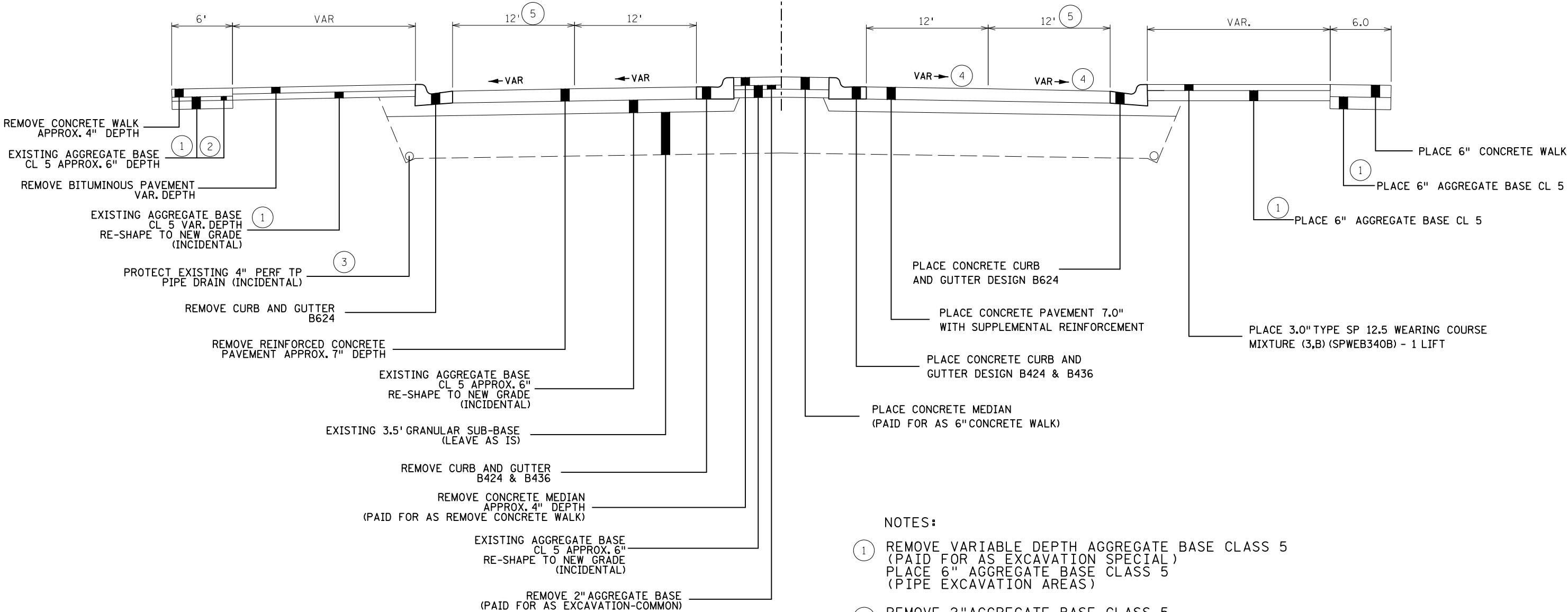
S.P. 4210-61 (TH 68)
STA. 957+95.78 TO STA. 958+26.19 (WEST SIDE OF R.R. TRACKS)
STA. 958+45.58 TO STA. 958+65.50 (EAST SIDE OF R.R. TRACKS)

S.P. 4210-61 (TH 68)
STA. 957+95.78 TO STA. 958+25.30 (WEST SIDE OF R.R. TRACKS)
STA. 958+45.30 TO STA. 958+65.50 (EAST SIDE OF R.R. TRACKS)

EXISTING

TH 68

PROPOSED



NOTES:

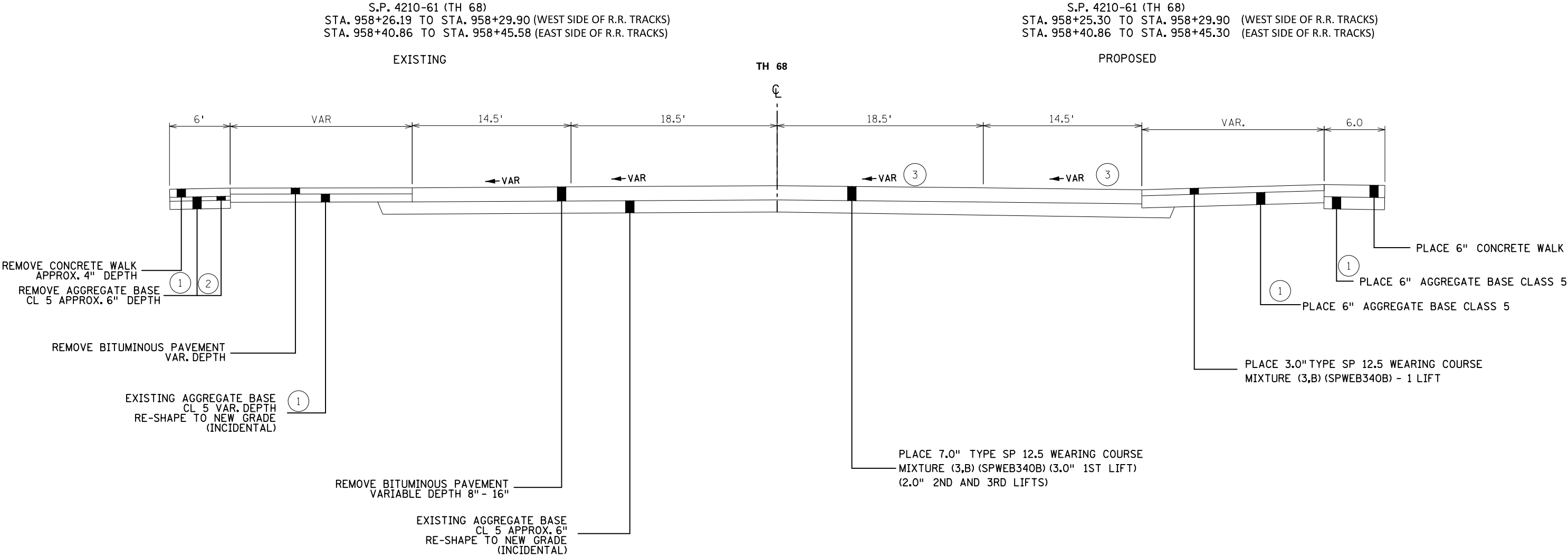
- ① REMOVE VARIABLE DEPTH AGGREGATE BASE CLASS 5 (PAID FOR AS EXCAVATION SPECIAL) PLACE 6" AGGREGATE BASE CLASS 5 (PIPE EXCAVATION AREAS)
- ② REMOVE 2" AGGREGATE BASE CLASS 5 (PAID FOR AS EXCAVATION-COMMON) (NON PIPE EXCAVATION AREAS)
- ③ NO EXISTING PIPE DRAINS FROM STA. 957+95.78 TO STA. 958+26.19 (WEST SIDE OF R.R. TRACKS)
- ④ SEE CONCRETE PAVEMENT PLAN FOR ELEVATIONS
- ⑤ 4' WIDE ON TH 68 EAST BOUND LANE

ALL SLOPES ARE FT/FT.

DISTRICT #: D8-WILLMAR
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TYPICAL SECTION 2

BITUMINOUS MAINLINE PAVEMENT



NOTES:

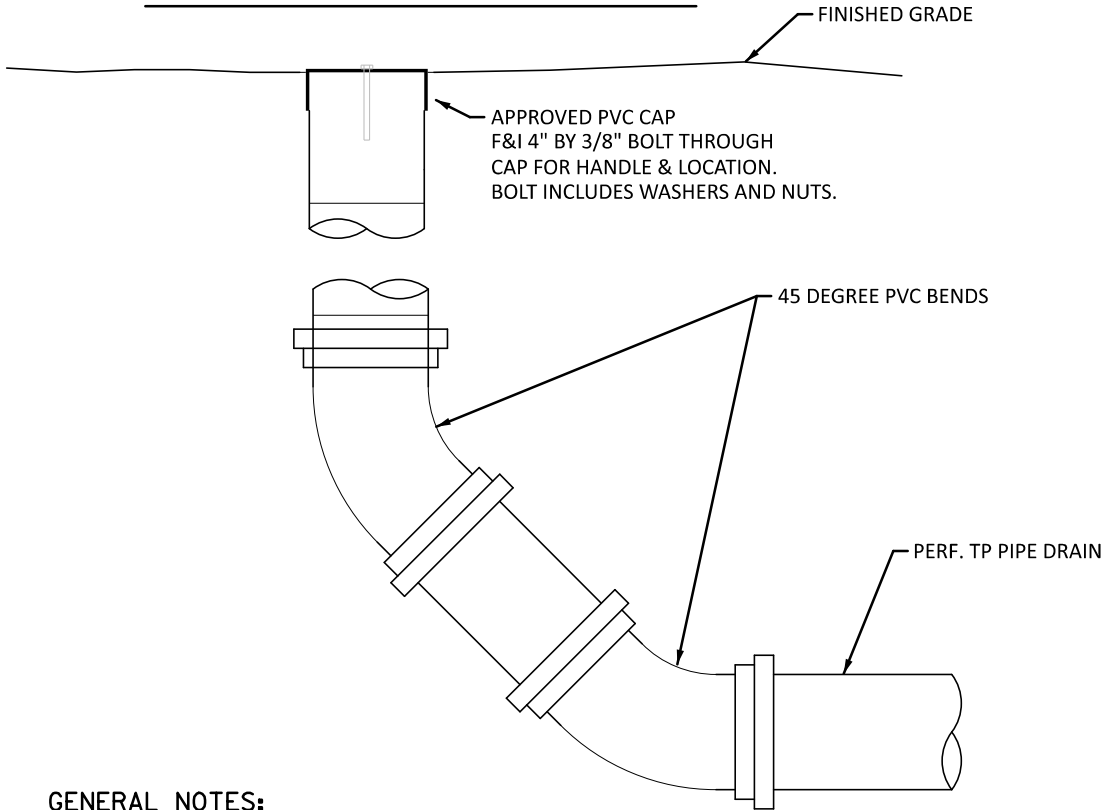
- 1 REMOVE VARIABLE DEPTH AGGREGATE BASE CLASS 5
(PAID FOR AS EXCAVATION SPECIAL)
PLACE 6" AGGREGATE BASE CLASS 5
(PIPE EXCAVATION AREAS)
- 2 REMOVE 2" AGGREGATE BASE CLASS 5
(PAID FOR AS EXCAVATION-COMMON)
(NON PIPE EXCAVATION AREAS)
- 3 SEE SHEET 19 FOR ELEVATIONS

ALL SLOPES ARE FT/FT.

DISTRICT #: D8-WILLMAR
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13-MAR-2025
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PVC PIPE DRAIN CLEANOUT

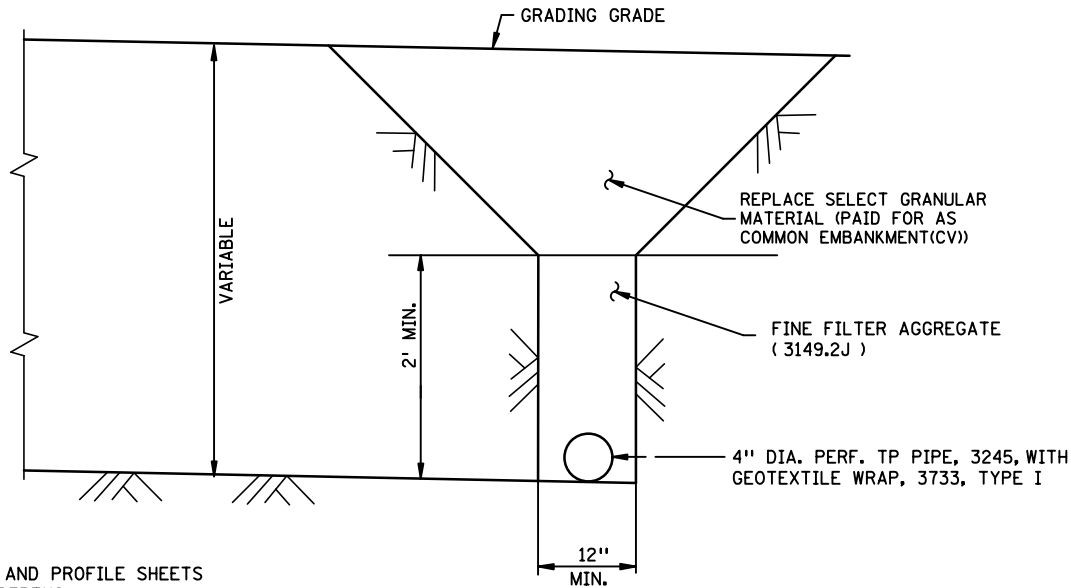


GENERAL NOTES:

1. SEE DRAINAGE PLANS FOR LOCATIONS.
2. FIRMLY COMPACT EARTH AROUND BENDS.
3. CAP OPEN END OF EXISTING DRAIN TILE WHERE APPLICABLE, (INCIDENTAL).

NOT TO SCALE

SUBSURFACE DRAIN

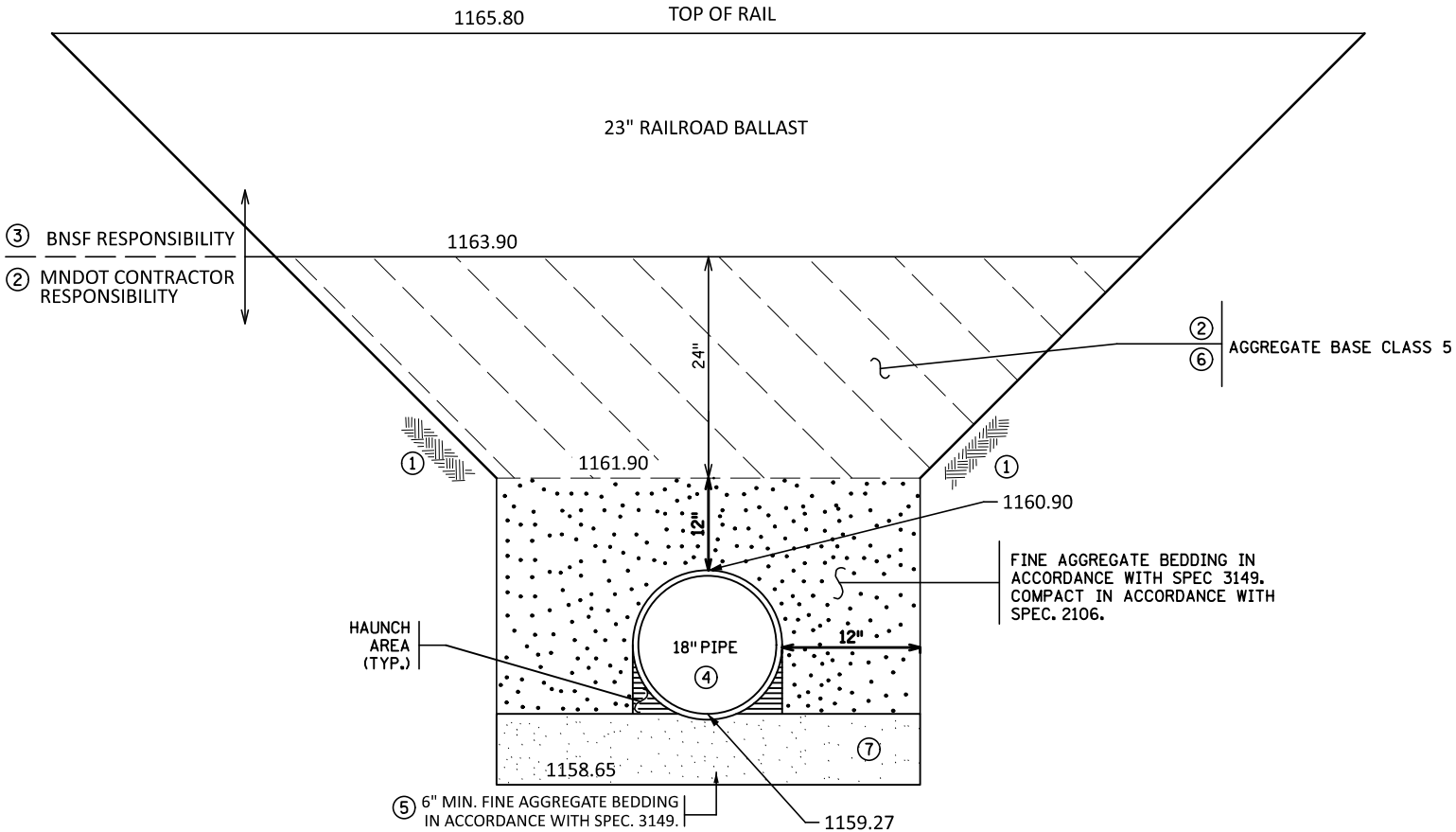


NOTES

SEE DRAINAGE PLAN AND PROFILE SHEETS FOR LOCATION AND DEPTHS.
EXCAVATE & CONSTRUCT ALL TRENCHES AND SLOPES PER OSHA REQUIREMENTS. ALL SLOPES SHOWN AS (V):(H)
PROTECT ALL PIPE DURING CONSTRUCTION IN ACCORANCE WITH SPEC. 2503.

NOT TO SCALE

STORM SEWER PIPE BEDDING OVER RAILROAD GRADE



CONSTRUCTION SEQUENCE

1. PLACE 6" OF FINE AGGREGATE BEDDING MATERIAL TO GRADE.
2. FOR PIPES WITH BELL, REMOVE MATERIAL IN BELL AREA PRIOR TO PLACEMENT.
3. INSTALL PIPE TO GRADE.
4. AFTER PLACEMENT OF THE PIPE, PLACE ADDITIONAL BEDDING AND COMPACT THE FULL LENGTH ON BOTH SIDES OF THE PIPE UNDERNEATH THE HAUNCH AREA BY FIRST SHOVEL SLICING (MANUALLY SHOVEL THE BLADE END OF A SHOVEL AT AN ANGLE DOWN THE ENTIRE LENGTH OF THE HAUNCH UNDER THE PIPE) THEN COMPACT THE HAUNCH AT AN ANGLE USING A POWERED MECHANICAL OR PNEUMATIC DEVICE (I.E. POLE TAMPER, JUMPING JACK, OR SIMILAR). COMPACT THE REMAINING MATERIAL OUTSIDE THE HAUNCH AREA TO THE REQUIREMENTS OF THE APPLICABLE MATERIAL TYPE ENSURING THAT THE ENTIRE LENGTH OF PIPE IS SUPPORTED UNIFORMLY BY BEDDING.
5. PLACE AND COMPACT BACKFILL EVENLY AND SIMULTANEOUSLY IN 6" LIFTS ON EACH SIDE OF THE PIPE TO 12" ABOVE TOP OF PIPE WHEN COMPACTED.
6. COMPLETE REMAINING BACKFILL PER THE APPROPRIATE TREATMENT REQUIREMENTS.
7. PIPE INSTALLATION MAY REQUIRE THE USE OF RESTRAINTS, WEIGHTING OR OTHER APPROVED METHODS IN ORDER TO HELP MAINTAIN GRADE AND ALIGNMENT.

NOTES

EXCAVATE & CONSTRUCT ALL TRENCHES AND SLOPES PER OSHA REQUIREMENTS. ALL SLOPES SHOWN AS (V):(H)
PIPE SIZE IS BASED ON THE NOMINAL INSIDE DIAMETER.
PROTECT ALL PIPE DURING CONSTRUCTION IN ACCORANCE WITH SPEC. 2503.
ELEVATIONS ARE APPROXIMATE, SEE PROFILE SHEET 21 FOR PIPE ELEVATIONS.

- ① OVER EXCAVATION BENEATH TAPERS IS NOT PERMITTED UNLESS REQUIRED BY OSHA. (TYP.)
- ② AREAS OUTSIDE OF RAILROAD BALLAST FILL TO GRADING GRADE WITH SELECT GRANULAR EMBANKMENT (CV).
- ③ BNSF WILL REMOVE THE RAILROAD TRACKS, CONCRETE RAILROAD CROSSING AND 12" OF EXISTING BALLAST. AFTER PIPE IS INSTALLED AND AGGREGATE BASE CLASS 5 IS PLACED, BNSF WILL BACKFILL THE RAILROAD BALLAST WITHIN THE LIMITS OF THE RAILROAD GRADE.
- ④ THE FINE AGGREGATE BEDDING PART OF THIS DETAIL WILL ALSO APPLY TO INSTALLATION OF THE 12" RC PIPE SEWER.
- ⑤ TRENCH BED SHOULD PROVIDE FIRM, UNIFORM, AND CONTINUOUS SUPPORT FOR THE PIPES ENTIRE LENGTH, AND SHOULD BE COMPACTED AS REQUIRED TO PROVIDE FIRM SUPPORT.
- ⑥ PLACE IN 6" LIFTS AND COMPACT TO 95% MODIFIED PROCTOR.
- ⑦ IN WET CONDITIONS THE CONTRACTOR MAY SUBSTITUTE 12" OF COARSE FILTER AGGREGATE PER 3149.2.H COMPACTED TO THE QUALITY COMPACTION REQUIREMENTS OF SPEC. 2106. WRAP WITH GEOTEXTILE FABRIC TYPE 4 PER SPEC 3733. SEAM ALL FABRIC SIDES AND ENDS PER SPEC TABLE 3733-1 INCLUDING FOOTNOTE (e) OR OVERLAP A MINIMUM OF 3 FT. ALL AT NO ADDITIONAL COST.

NOT TO SCALE

DRAINAGE DETAILS

SP 4210-61
(TH 68)

SHEET NO
TOTAL SHE

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Item 12.



Exhibit C

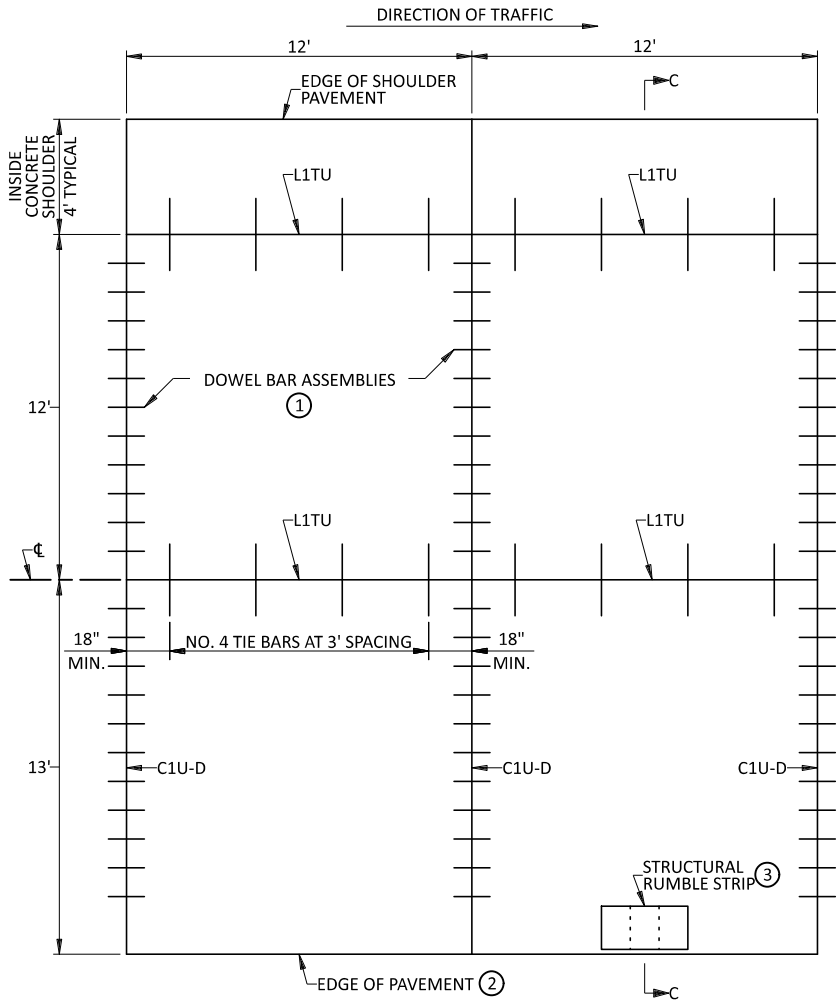
WIPHAU S.P. BRUA
LIC. NO. 62996
DATE: 13-MAR-2025
LICENSED PROFESSIONAL ENGINEER

WIPHAU S.P. BRUA
LIC. NO. 62996
DATE: 13-MAR-2025

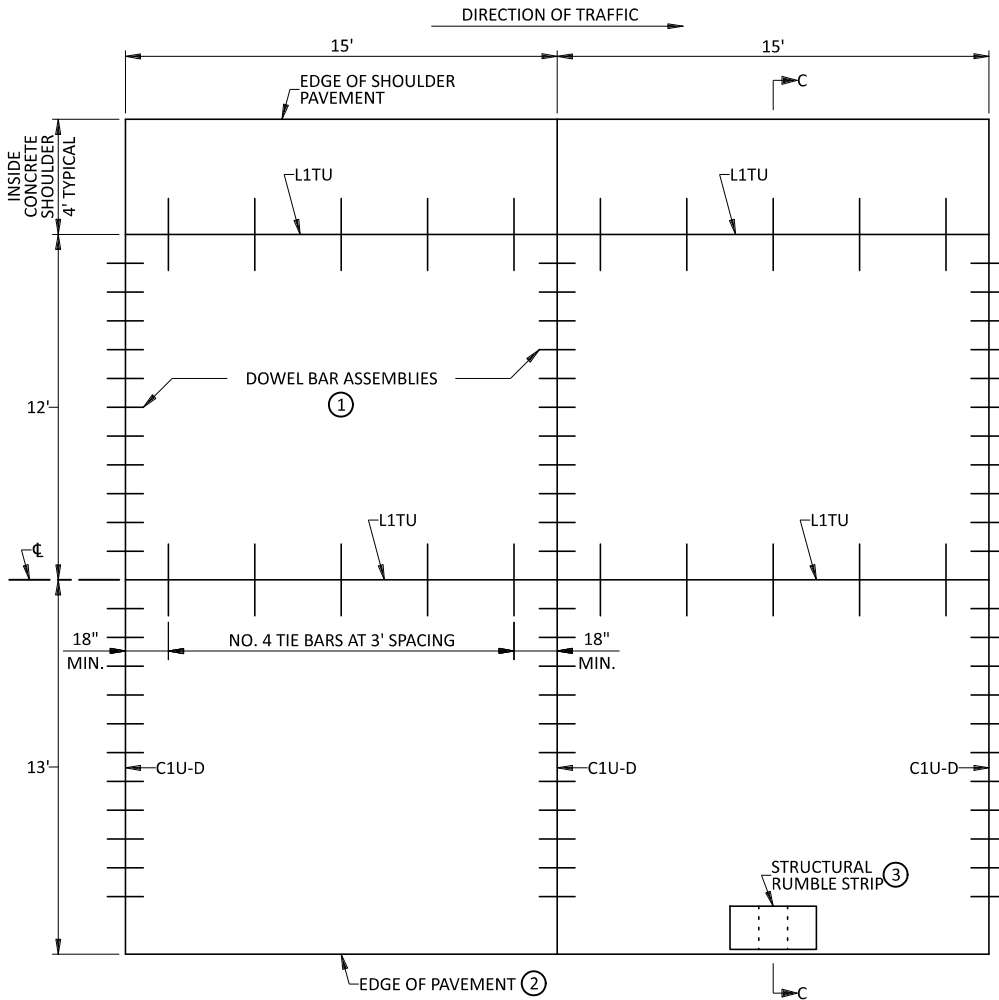
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DESIGN DETAILS

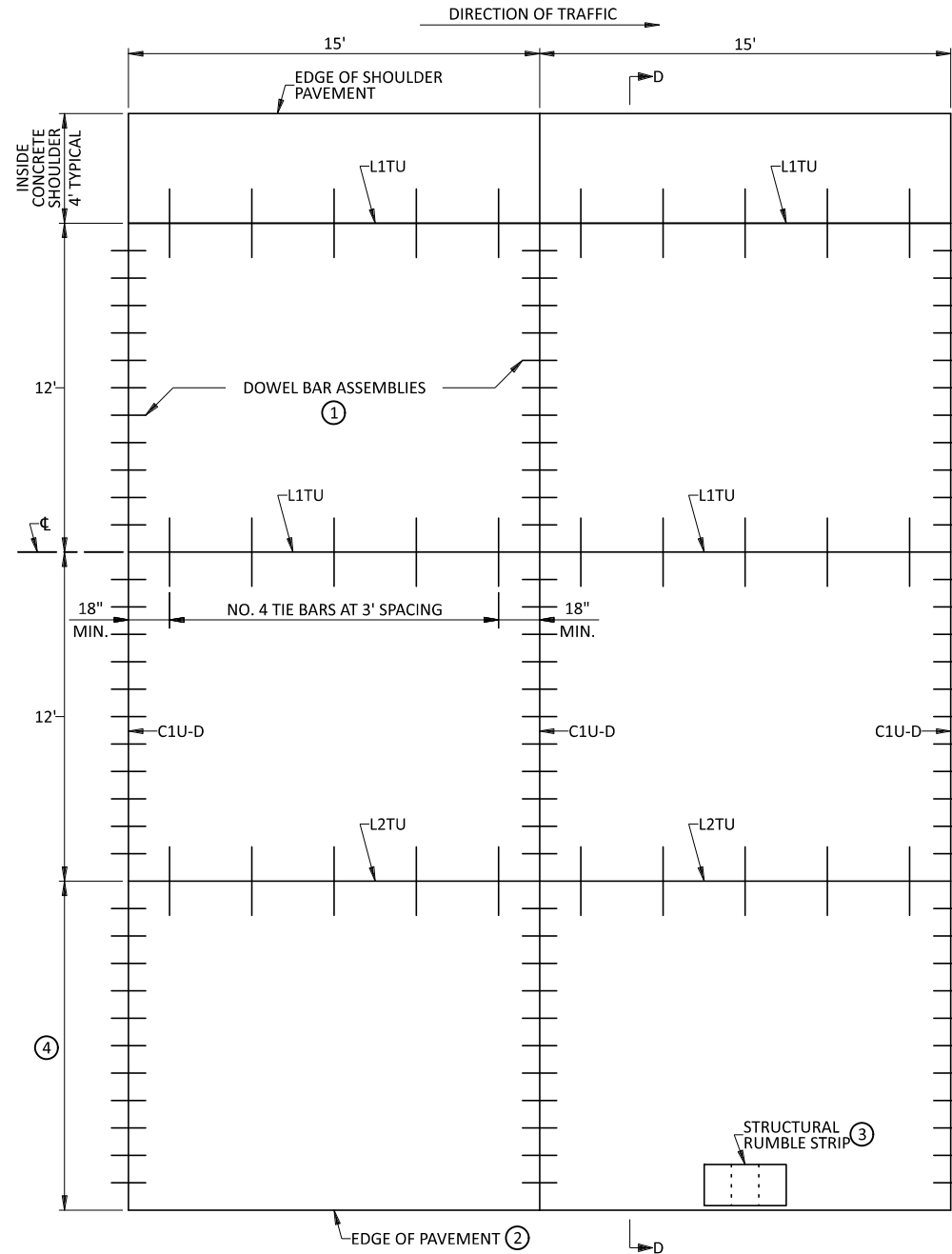
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PLOTTED/REVISED: 13-MAR-2025



MAINLINE PAVEMENT WITH INSIDE CONCRETE SHOULDERS
(4 LANE DIVIDED)
DOWELED
(PAVEMENT THICKNESS FROM 7" TO 7½")



MAINLINE PAVEMENT WITH INSIDE CONCRETE SHOULDERS
(4 LANE DIVIDED)
DOWELED
(PAVEMENT THICKNESS 8" AND GREATER)

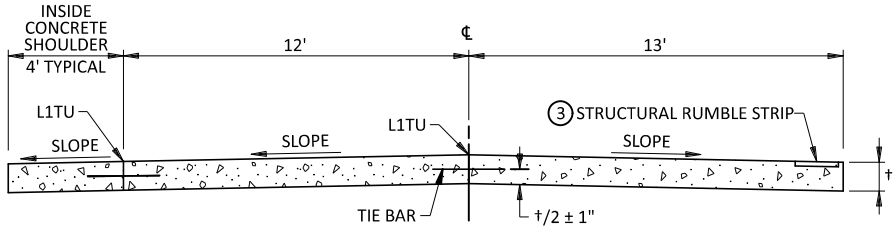


MAINLINE PAVEMENT
(MULTIPLE LANE DIVIDED)
DOWELED

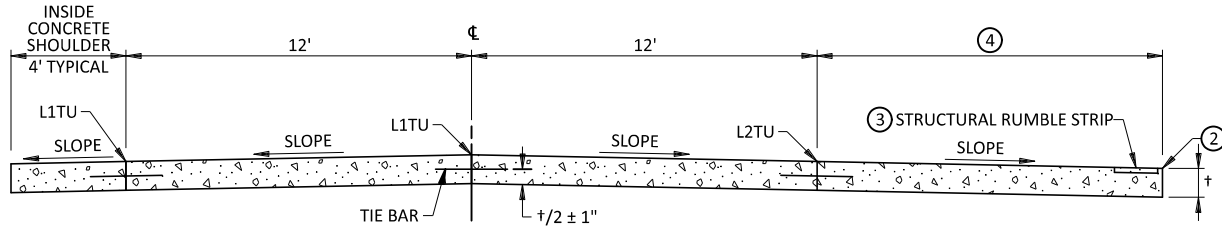
NOTES:

- SEE TYPICAL SECTIONS AND PLAN SHEETS FOR CROSS SLOPES, LANE WIDTHS AND PAVEMENT THICKNESS.
- PROVIDE EPOXY COATED TIE BARS COMPLYING WITH SPEC. 3301.
- FOR SUPPLEMENTAL PAVEMENT REINFORCEMENT, SEE STANDARD PLATE1070.
- FOR DOWEL BAR ASSEMBLIES, SEE STANDARD PLATE 1103.
- FOR SAFETY EDGE DETAILS, SEE STANDARD PLAN 5-297.220.
- FOR PAVEMENT JOINT DETAILS, SEE STANDARD PLAN 5-297.221.

- ① PROVIDE 11 DOWEL BARS PER BASKET ASSEMBLY FOR NEW/RECONSTRUCTED PAVEMENTS. PROVIDE 8 WHEEL PATH DOWEL BARS PER BASKET ASSEMBLY FOR CONCRETE OVERLAYS.
- ② PROVIDE AN L1TU OR L2TU JOINT WHEN ADDING AN OUTSIDE CONCRETE SHOULDER.
- ③ SEE PLANS FOR RUMBLE STRIP DETAILS. CONSTRUCT STRUCTURAL RUMBLE STRIPS (INCIDENTAL) IN THE PLASTIC CONCRETE WHEN THERE IS NO OUTSIDE CONCRETE SHOULDER OR CURB AND GUTTER ADDED.
- ④ 13'-WIDE LANE WHEN HMA SHOULDERS ARE USED, OTHERWISE 12'-WIDE LANE.



SECTION C-C



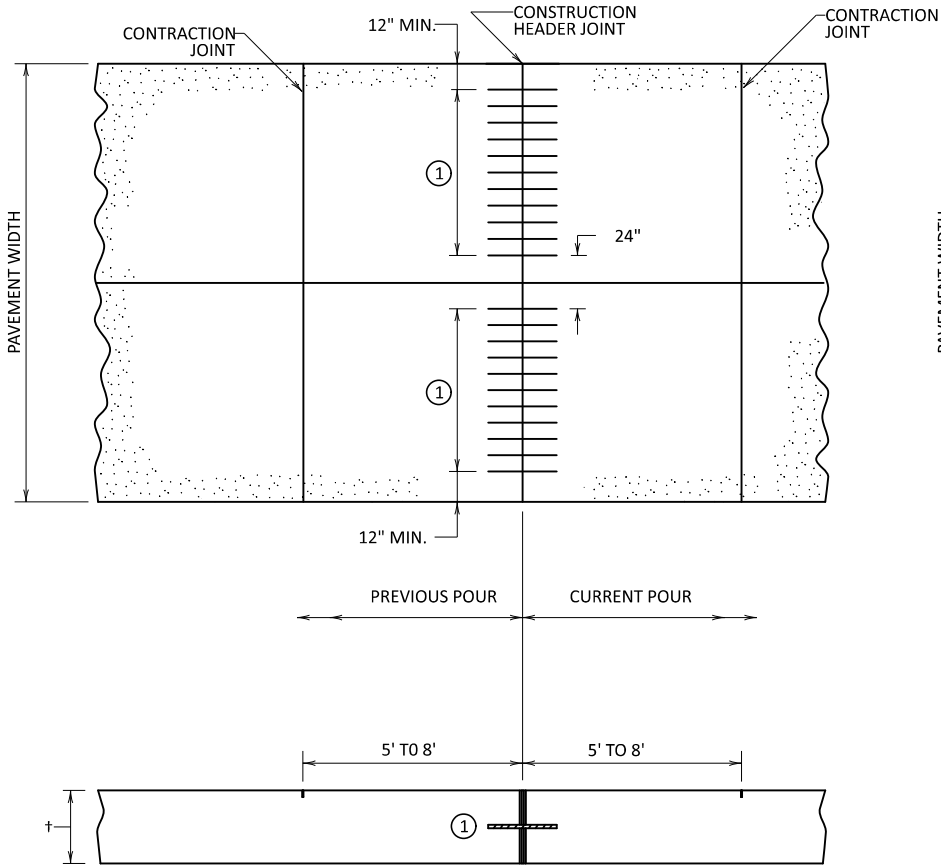
SECTION D-D

LEAD EXPERT OFFICE	CURT TURGEON DIRECTOR OFFICE OF MATERIALS & ROAD RESEARCH	CONCRETE MAINLINE PAVEMENT DIVIDED ROADWAY	APPROVED: 01-30-2025	THOMAS STYRBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.217	2 OF 2
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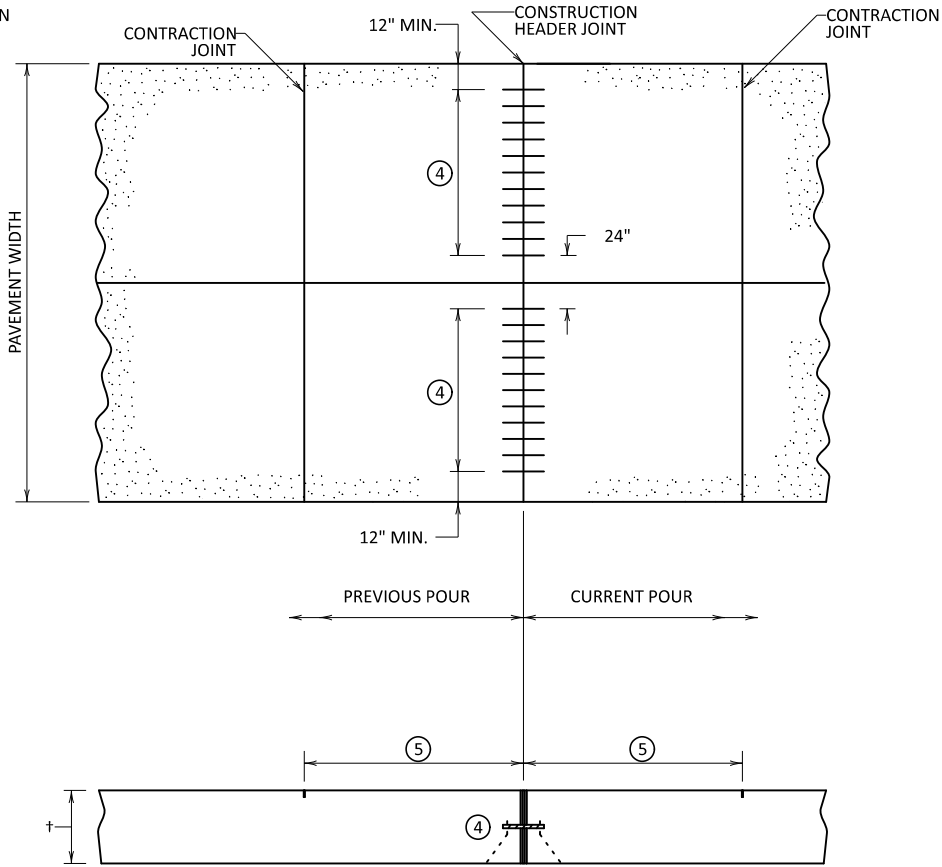


13-MAR-2025
PLOTTED/REVISED:

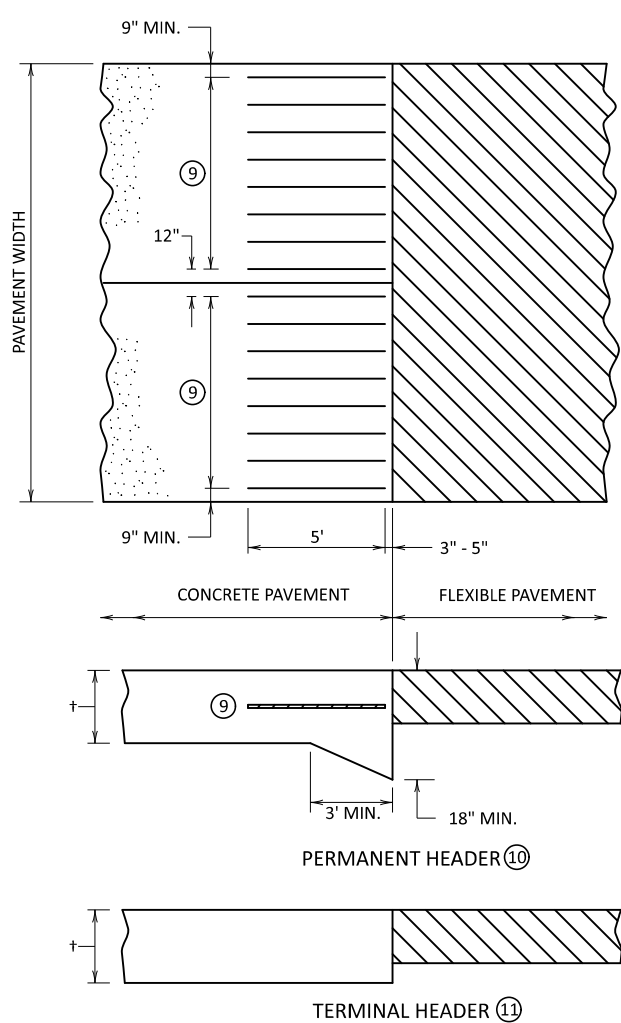
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PLOT NAME: d421061_155spr-03.dgn
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REINFORCEMENT BAR CONSTRUCTION HEADERS



DOWEL BAR CONSTRUCTION HEADERS

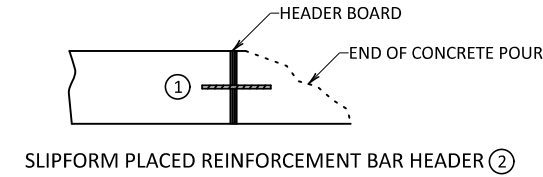


TERMINAL HEADER (11)

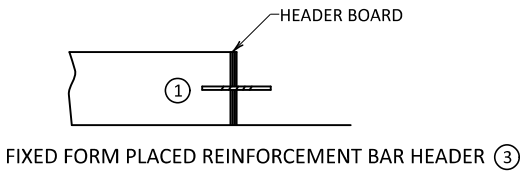
NOTES:

PROVIDE EPOXY-COATED TIE BARS COMPLYING WITH SPEC. 3301.

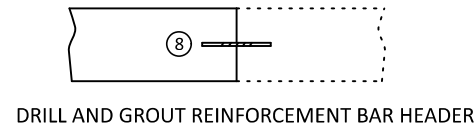
- 1 PROVIDE NO. 4 REINFORCEMENT BARS, 30" LONG, SPREAD 12" ON CENTER AT DEPTH OF $\frac{1}{2} \pm 1"$.
- 2 PAVE PAST THE HEADER LOCATION. REMOVE END OF CONCRETE POUR. SET HEADER BOARD SHAPED TO PAVEMENT CROSS SECTION AND SLOTTED OR DRILLED FOR REINFORCEMENT BARS. INSERT THE REINFORCEMENT BARS AND FINISH THE CONCRETE BEHIND THE BOARD.
- 3 SET HEADER BOARD SHAPED TO PAVEMENT CROSS SECTION AND SLOTTED OR DRILLED FOR REINFORCEMENT BARS. PLACE THE CONCRETE BEHIND THE BOARD AND INSERT THE REINFORCEMENT BARS. CONSOLIDATE AND FINISH THE CONCRETE BEHIND THE HEADER BOARD.
- 4 PROVIDE DOWEL BARS IN ACCORDANCE WITH SPEC. 3302 AND THE CONTRACT.
- 5 DISTANCE EQUAL TO OR LESS THAN THE DESIGNED CONTRACTION JOINT SPACING IN ACCORDANCE WITH THE CONTRACT.
- 6 PLACE DOWEL BAR BASKET AT DESIRED HEADER LOCATION. SET HEADER BOARD SHAPED TO PAVEMENT CROSS SECTION ABOVE AND BELOW THE DOWELS. PAVE PAST THE HEADER LOCATION AND FINISH CONCRETE BEHIND THE HEADER BOARD. THOROUGHLY REMOVE ALL CONCRETE FROM THE EXPOSED DOWELS.
- 7 PLACE DOWEL BAR BASKET AT DESIRED HEADER LOCATION. SET HEADER BOARD SHAPED TO PAVEMENT CROSS SECTION ABOVE AND BELOW THE DOWELS. PLACE, CONSOLIDATE, AND FINISH THE CONCRETE BEHIND THE HEADER BOARD.
- 8 DRILL AND GROUT 18" LONG DOWEL OR REINFORCEMENT BARS SPACED AT 12" ON CENTER AT A DEPTH OF $\frac{1}{2} \pm 1"$. DRILL THE HOLE $\frac{1}{8}"$ GREATER THAN THE NOMINAL OUTSIDE DIAMETER OF THE BAR BEING PLACED TO A DEPTH OF 9". INJECT A MnDOT-APPROVED EPOXY OR NON-SHRINK GROUT IN THE BACK OF THE DRILL HOLE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
 - FOR DOWEL BAR HEADERS, USE DOWEL BARS HAVING A DIAMETER IN ACCORDANCE WITH SPEC. 3302 AND THE CONTRACT.
 - FOR REINFORCEMENT BAR HEADERS, USE NO. 4 REINFORCEMENT BARS.
- 9 PROVIDE NO. 7 REINFORCEMENT BARS, 5' LONG, SPACED 18" ON CENTER AT DEPTH OF $\frac{1}{2} \pm 1"$.
- 10 USE PERMANENT HEADER WHEN LONG SECTIONS OF CONCRETE (400' OR GREATER) ABUT BITUMINOUS. CONTACT THE CONCRETE UNIT WHEN FUTURE CONCRETE IS BEING CONSTRUCTED ADJACENT TO AN EXISTING PERMANENT HEADER.
- 11 USE TERMINAL HEADER WHEN SHORT SECTIONS OF CONCRETE (LESS THAN 400') ABUT BITUMINOUS (ON SIDE STREETS, FOR EXAMPLE).



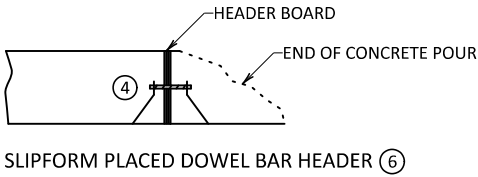
SLIPFORM PLACED REINFORCEMENT BAR HEADER (2)



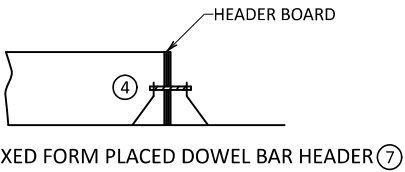
FIXED FORM PLACED REINFORCEMENT BAR HEADER (3)



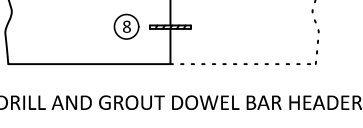
DRILL AND GROUT REINFORCEMENT BAR HEADER




SLIPFORM PLACED DOWEL BAR HEADER (6)



FIXED FORM PLACED DOWEL BAR HEADER (7)



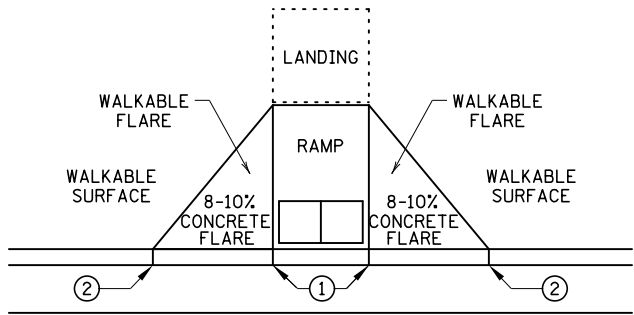
DRILL AND GROUT DOWEL BAR HEADER

			LEAD EXPERT OFFICE		CURT TURGEON DIRECTOR OFFICE OF MATERIALS & ROAD RESEARCH		PAVEMENT JOINTS HEADERS			APPROVED: 01-30-2025		 THOMAS STYRBICKI STATE DESIGN ENGINEER		STANDARD PLAN 5-297.221		4 OF 5	
Item 12.				Exhibit C			STANDARD PLANS					SP 4210-61		SHEET NO		Page 115	
												(TH 68)		TOTAL SHE			

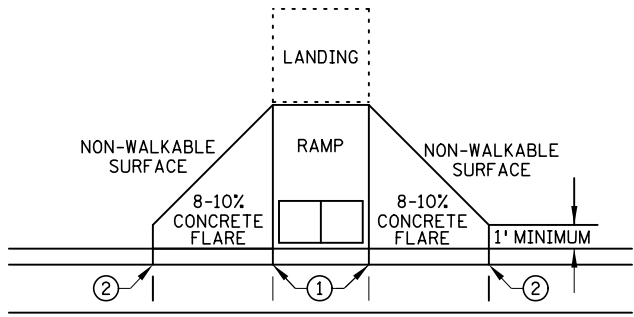
13-MAR-2025

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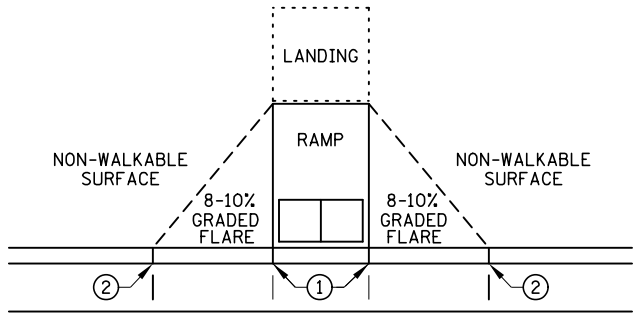
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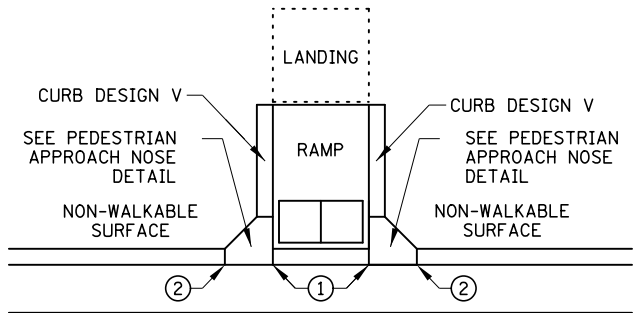
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

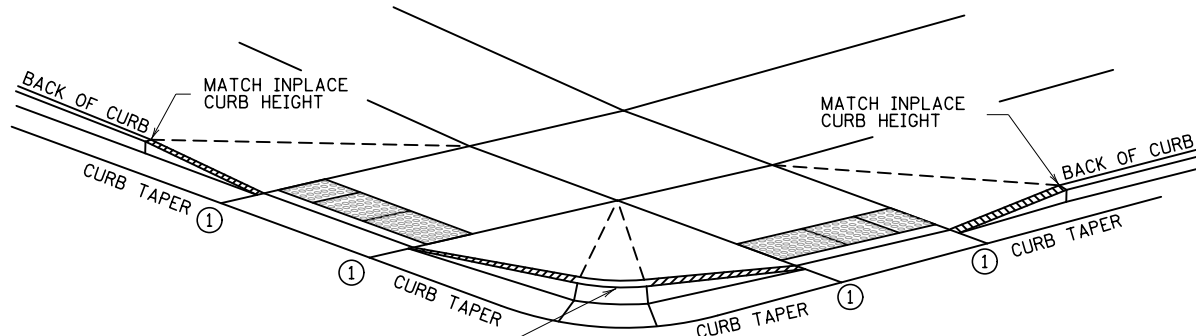


GRADED FLARES



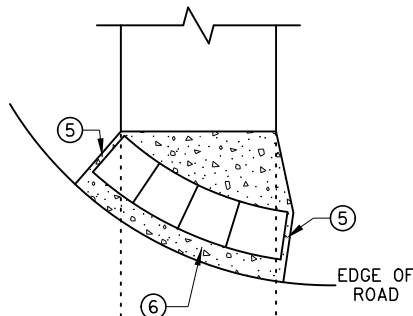
RETURNED CURB ④

TYPICAL SIDE TREATMENT OPTIONS ③ ⑩

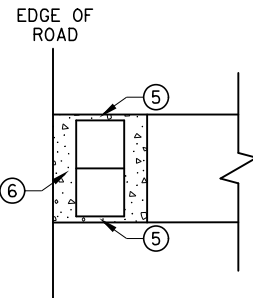


3" MINIMUM CURB HEIGHT, 4" PREFERRED
(MEASURED AT FRONT FACE OF CURB)
FOR A MIN. 6" LENGTH (MEASURED ALONG FLOW LINE)

DETECTABLE EDGE WITH
CURB AND GUTTER ⑦

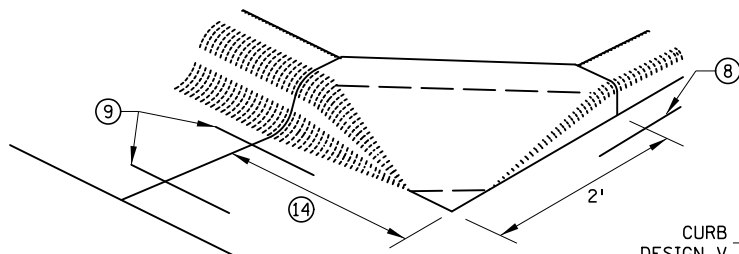


RADIAL DETECTABLE WARNING

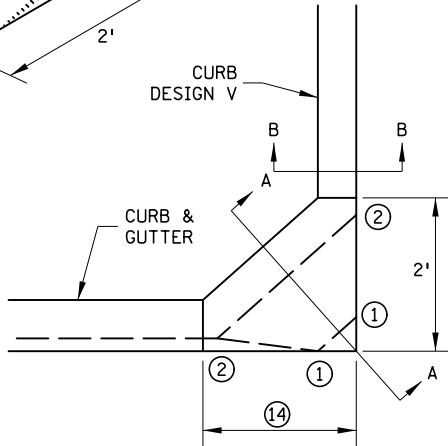


RECTANGULAR DETECTABLE WARNING

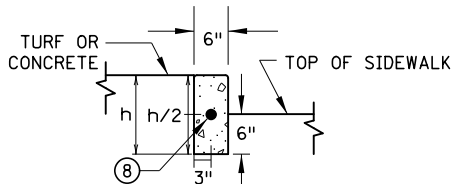
DETECTABLE EDGE WITHOUT CURB AND GUTTER



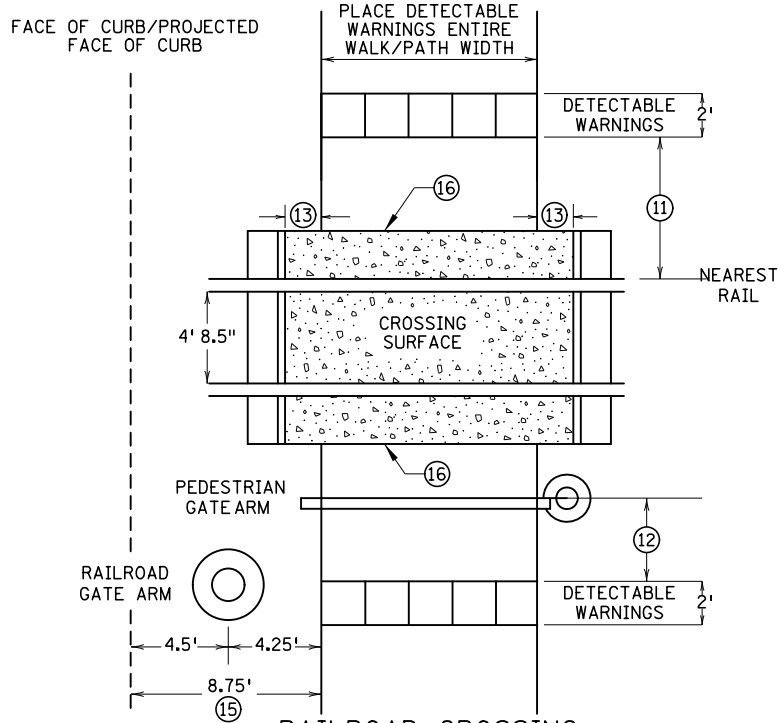
SECTION A-A



PEDESTRIAN APPROACH
NOSE DETAIL
(FOR RETURNED CURB
SIDE TREATMENT)



SECTION B-B



RAILROAD CROSSING
PLAN VIEW

NOTES:

INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT. INCREASE CURB TAPER LENGTH AT LESS THAN 8% OR REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

① 0" CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.

② FULL CURB HEIGHT.

③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.

④ TYPICALLY USED FOR MEDIANS AND ISLANDS.

⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.

⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS, AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.

⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.

⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6' LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 0"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.

⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.

⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.

⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.

⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.

⑮ SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.

⑯ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.

LEAD
EXPERT
OFFICE

JEFFREY PERKINS
OPERATIONS DIVISION

PEDESTRIAN CURB RAMP DETAILS

APPROVED: 11-04-2021
REVISED:

THOMAS STYRBICKI
STATE DESIGN ENGINEER

STANDARD
PLAN
5-297.250

4 OF 6

Item 12.



Exhibit C

STANDARD PLANS

SP 4210-61

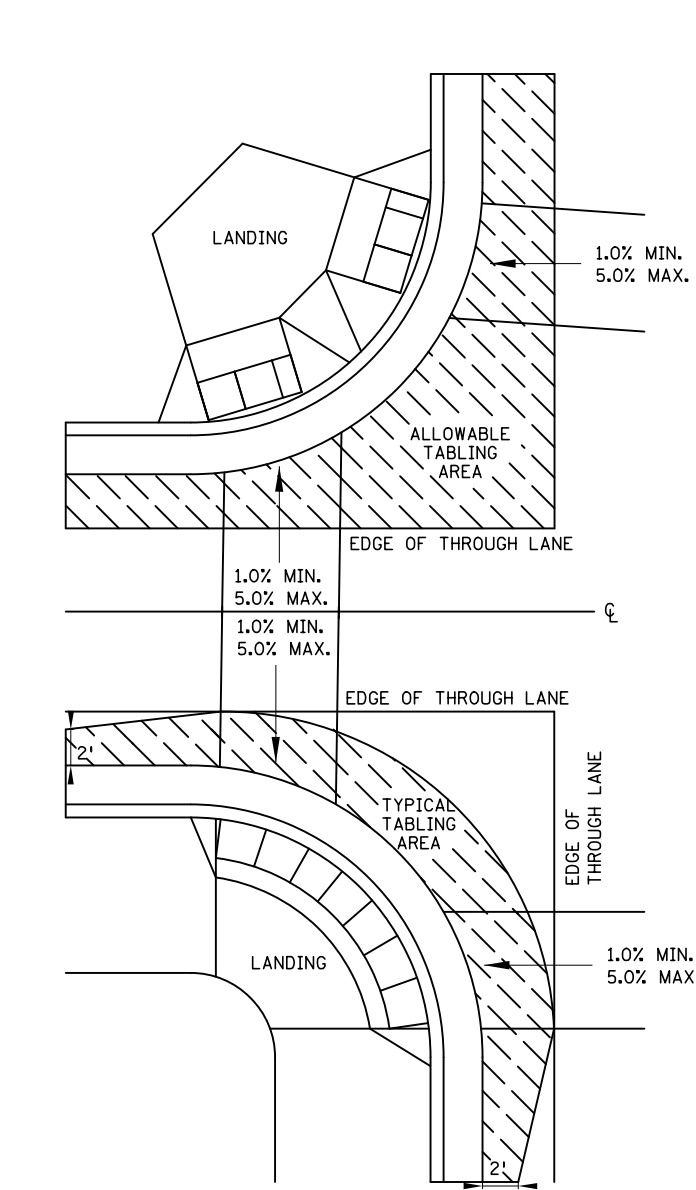
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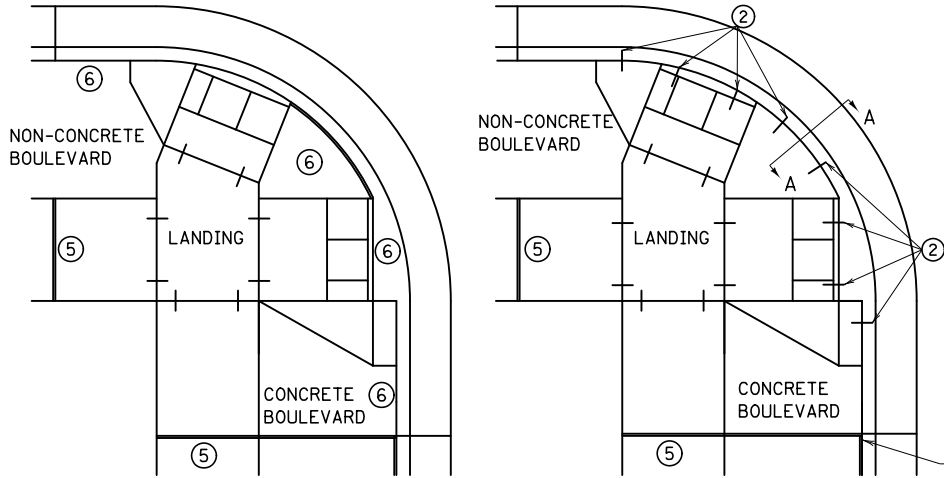
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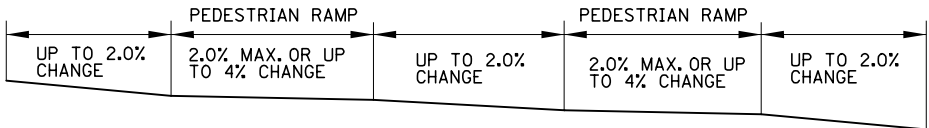
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PLOTTED/REVISED: 13-MAR-2025



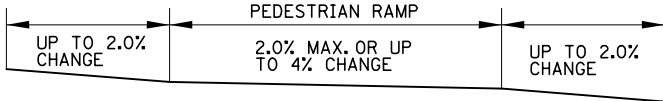
CURB LINE AND ROAD CROSSING ADJUSTMENTS



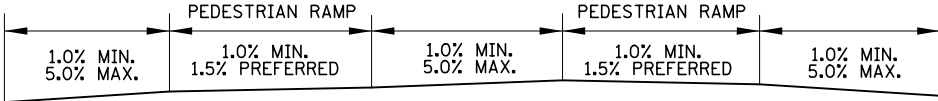
EXPANSION MATERIAL PLACEMENT FOR CONCRETE ROADWAYS
CURB LINE REINFORCEMENT ④
PLACEMENT ON BITUMINOUS ROADWAYS



FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



FLOW LINE PROFILE "TABLE" - FAN



FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



FLOW LINE PROFILE RAISE - FAN

GENERAL NOTES:

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

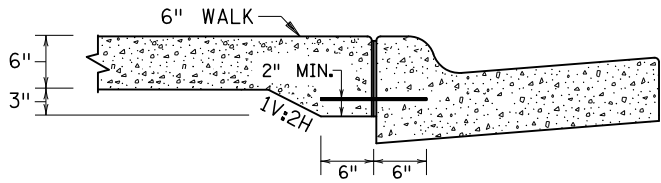
MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

- 1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
- 2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
- 3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
- 4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

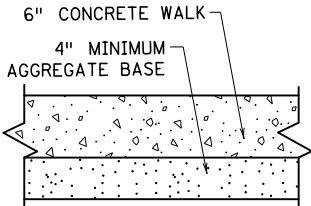
STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:

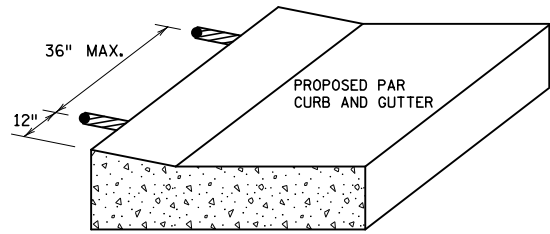
- 1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
- 2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
- 3) 5.0% RECOMMENDED MAX. FLOW LINE
- 4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL



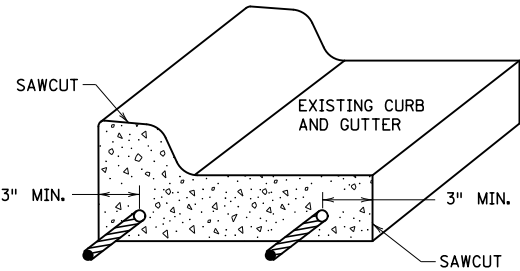
SECTION VIEW A-A
THICKENED SECTION
THROUGH CURB RAMP FLARES



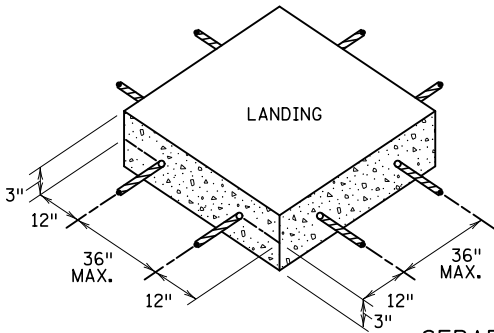
TYPICAL SIDEWALK SECTION
WITHIN INTERSECTION CORNER



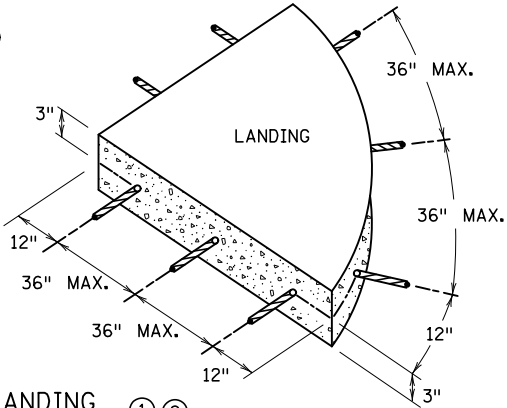
CURB RAMP REINFORCEMENT DETAILS ② ④



CURB AND GUTTER
REINFORCEMENT ③



SEPARATE LANDING
POUR REINFORCEMENT ① ②



NOTES:

- ① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- ② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) AT 36" MAXIMUM CENTER TO CENTER MINIMUM 12" SPACING FROM CONSTRUCTION JOINTS. BARS TO BE ADJUSTED TO MATCH RAMP GRADE. BARS TO BE PAID BY EACH.
- ③ DRILL AND GROUT 2 - NO. 4 X 12" LONG (6" EMBEDDED) REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS. BARS TO BE PAID BY EACH.
- ④ THIS CURB LINE REINFORCEMENT DETAIL SHALL BE USED ON BITUMINOUS ROADWAYS. FOR CONCRETE ROADWAYS, SEE NOTE 6.
- ⑤ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.
- ⑥ USE AN APPROVED TYPE F (1/4 INCH THICK) SEPARATION MATERIAL. SEPARATION MATERIAL SHALL MATCH FULL HEIGHT DIMENSION OF ADJACENT CONCRETE.

LEAD
EXPERT
OFFICE

JEFFREY PERKINS
OPERATIONS DIVISION

PEDESTRIAN CURB RAMP DETAILS

APPROVED: 11-04-2021
REVISED:

THOMAS STYRBICKI
STATE DESIGN ENGINEER

STANDARD
PLAN
5-297.250

6 OF 6

Item 12.



Exhibit C

STANDARD PLANS

SP 4201-61

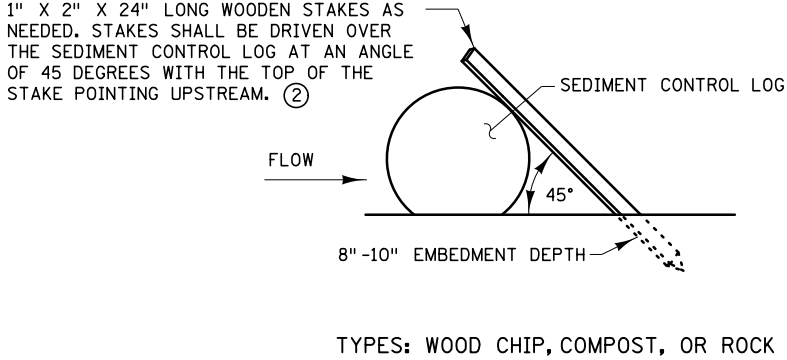
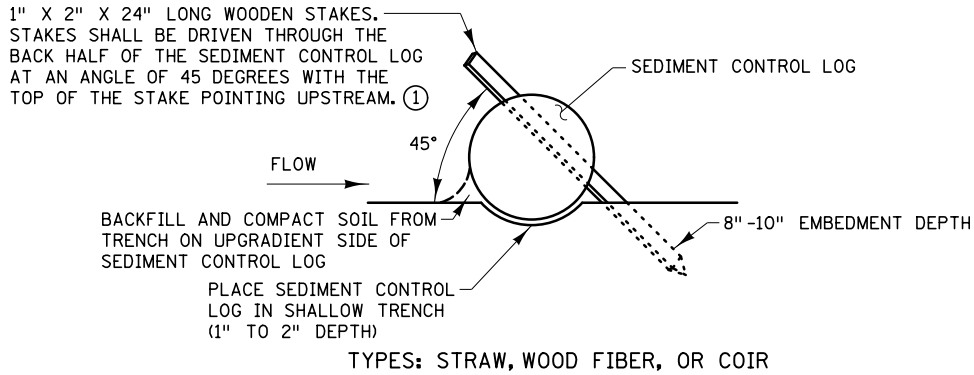
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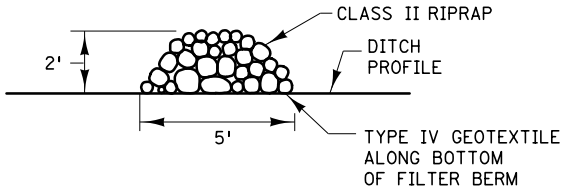
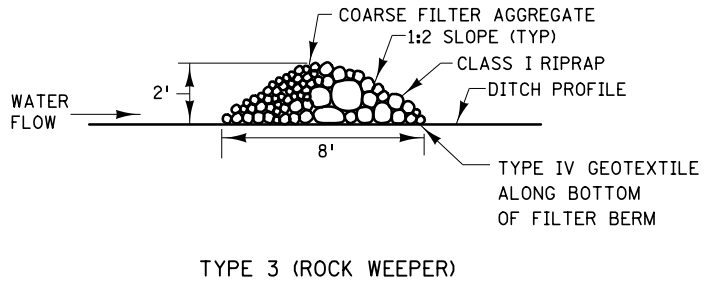
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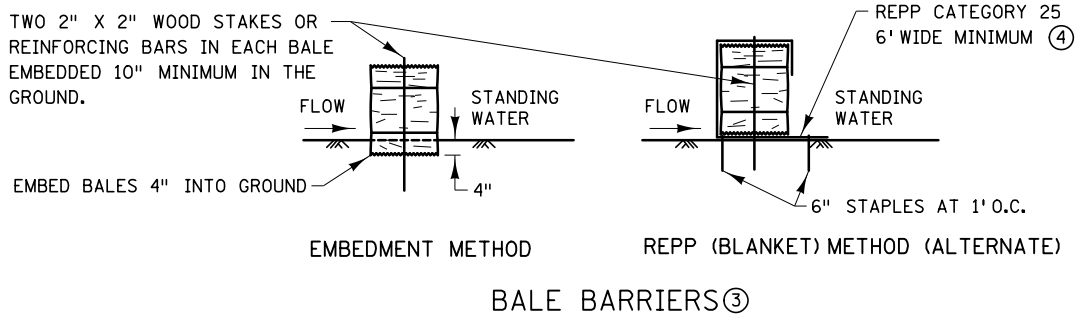
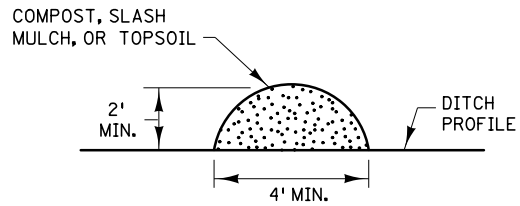
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PLOTTED/REVISED: 13-MAR-2025



SEDIMENT CONTROL LOGS



FILTER BERMS



NOTES:

REPP = ROLLED EROSION PREVENTION PRODUCT.

SEE SPECS. 2573, 3149, 3874, 3882, 3885, 3886, AND 3897.

- ① SPACE BETWEEN STAKES SHALL BE A MAXIMUM OF 1' FOR DITCH CHECKS OR 2' FOR OTHER APPLICATIONS.
- ② PLACE STAKES AS NEEDED TO PREVENT MOVEMENT OF SEDIMENT CONTROL LOGS PLACED ON SLOPES OR AS NEEDED DUE TO OTHER FACTORS. STAKES SHALL BE INCIDENTAL.
- ③ TO BE USED FOR CRITICAL PERIMETER CONTROL AREAS WHERE STANDING WATER OCCURS (6" MAXIMUM DEPTH). BALES SHALL CONSIST OF TYPE 1 MULCH OF APPROXIMATELY 14" X 18" X 36" LONG. BALES SHALL BE PLACED ON EDGE AND BUTTED TIGHT TO ADJACENT BALES.
- ④ INSTEAD OF TRENCHING, PLACE BALE ON THE REPP (BLANKET) AND WRAP BLANKET AROUND THE BALE. PLACE STAKE THROUGH BALE AND BLANKET.

LEAD
EXPERT
OFFICE

MARNI KARNOWSKI
CHIEF ENVIRONMENTAL OFFICER
OFFICE OF
ENVIRONMENTAL STEWARDSHIP

TEMPORARY SEDIMENT CONTROL
FILTER BERMS, SEDIMENT CONTROL LOGS, AND BALE BARRIERS

APPROVED: 01-08-2020
REVISED:

Tom Styrbicki
THOMAS STYRBICKI
STATE DESIGN ENGINEER

STANDARD
PLAN
5-297.405

2 OF 8

Item 12.



Exhibit C

STANDARD PLANS

SP 4210-61

SHEET NO

Page 118

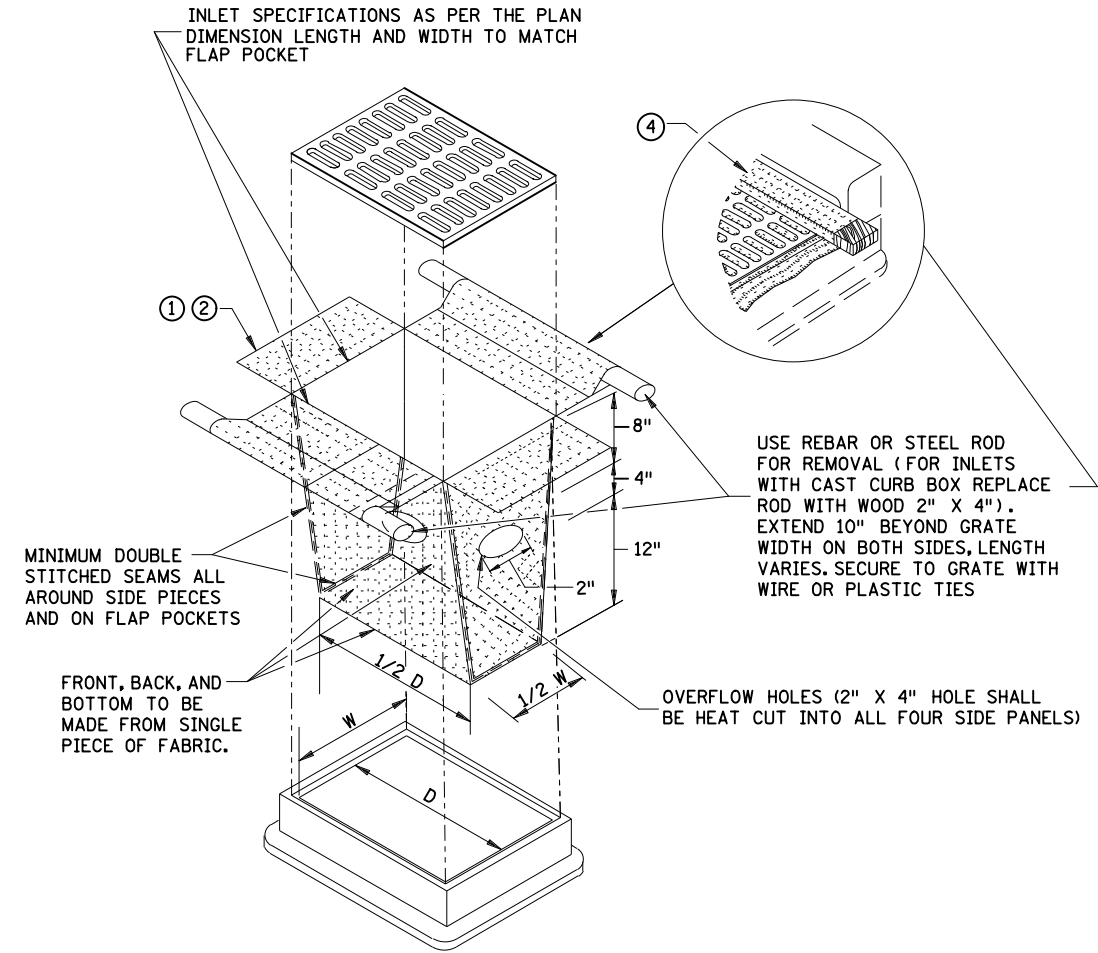
(TH 68)

TOTAL SHE

13-MAR-2025

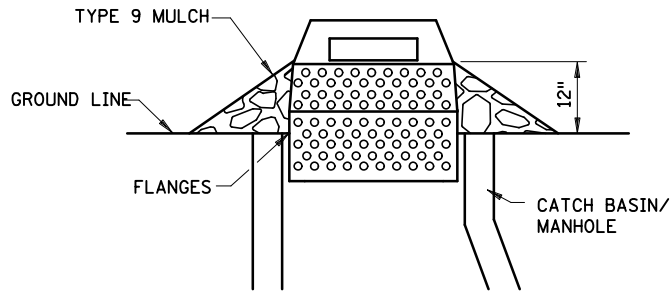
PLOTTED/REVISED:

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PLOT NAME: d421061_155spr-07.dgn
PATH & FILENAME: Projects\08_WIL\068\4210\061\Design\PlanSheets\StandardPlans\421061_155spr-07.dgn



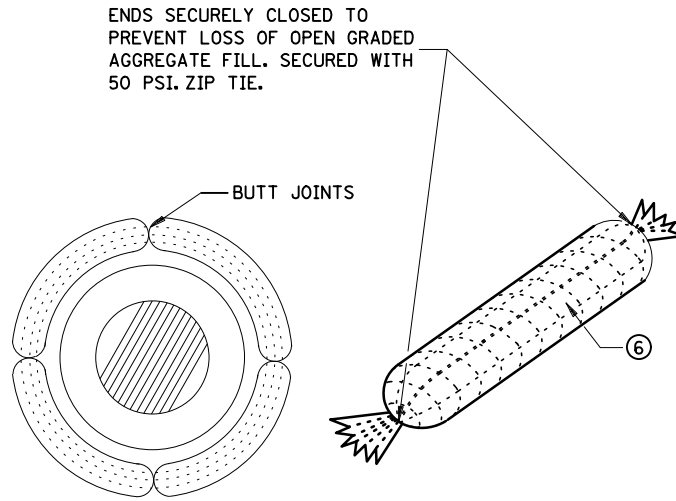
FILTER BAG INSERT ③

(CAN BE INSTALLED IN ANY INLET TYPE WITH OR WITHOUT A CURB BOX)

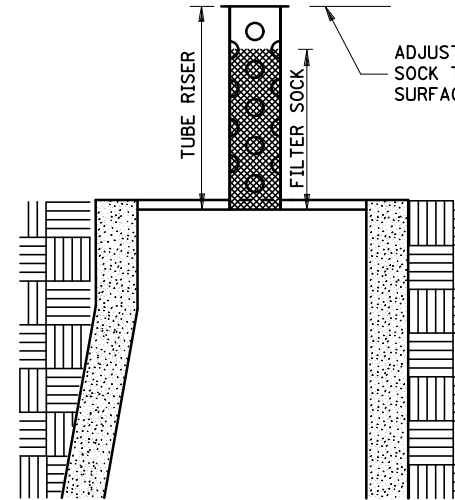
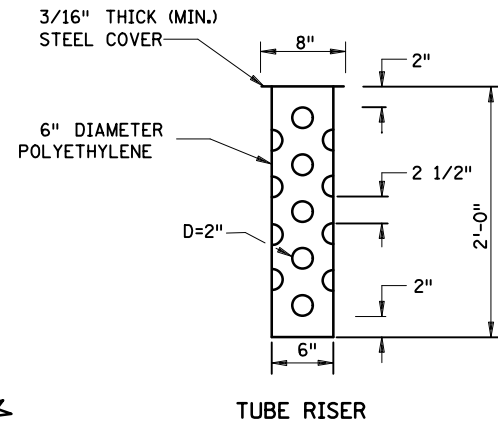


SEDIMENT CONTROL INLET HAT

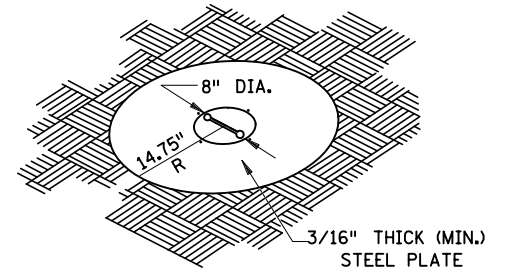
NOTE:
THE SEDIMENT CONTROL BARRIER SHALL BE A METAL OR PLASTIC/POLYETHYLENE RISER SIZED TO FIT INSIDE THE CATCH BASIN/MANHOLE; HAVE PERFORATIONS TO ALLOW FOR WATER INFILTRATION; HAVE AN OVERFLOW OPENING, FLANGES AND A LID/COVER.



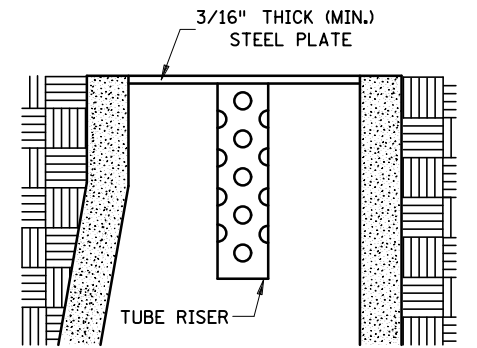
ROCK LOG/COMPOST LOG



SECTION
(UP POSITION)

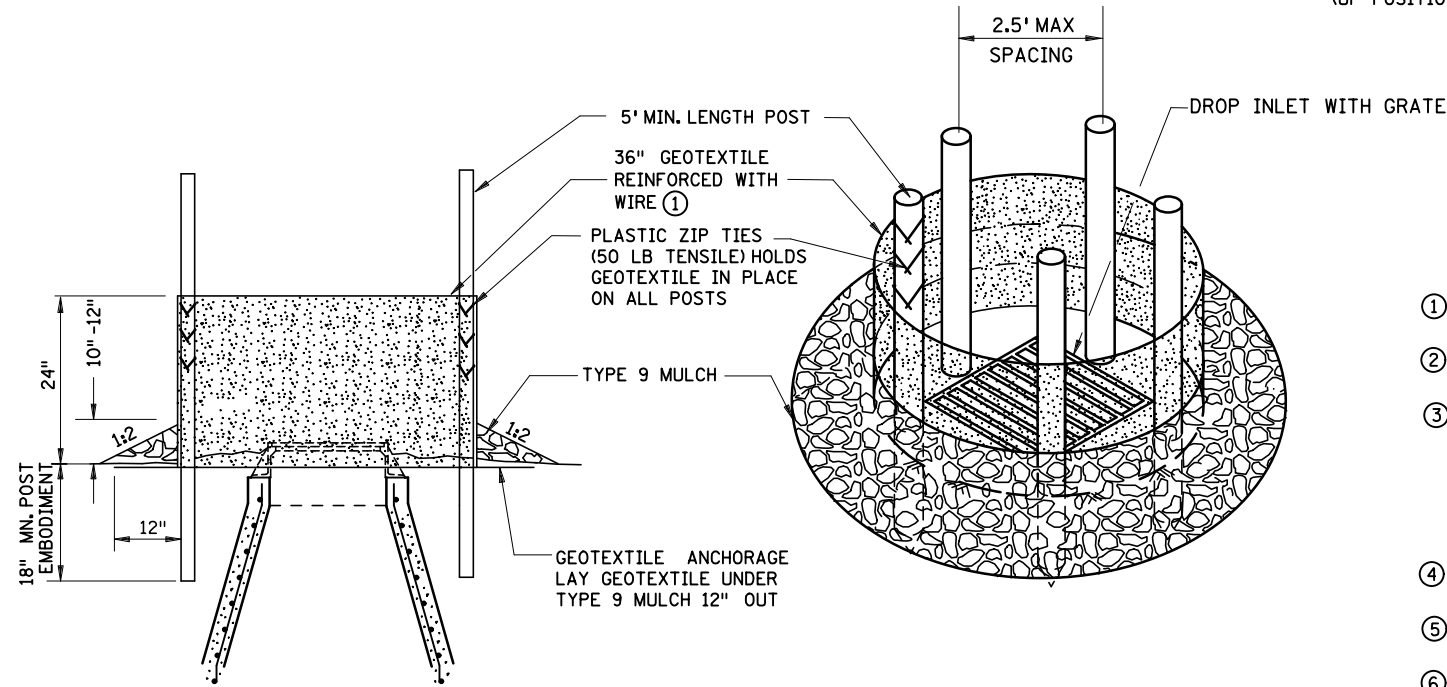


PERSPECTIVE VIEW



SECTION
(DOWN POSITION)

POP-UP HEAD



SILT FENCE RING AND ROCK FILTER BERM

USE WHERE INLET DRAINS IN AN AREA WITH SLOPES AT 1:3 OR LESS

NOTES:

SEE SPECS. 2573, 3137, & 3886.

DEVICES MUST BE ADJUSTED ACCORDINGLY AS TO NOT CAUSE FLOODING ON ROADWAY THAT WOULD IMPEED TRAFFIC FLOW.

- ① ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING SPEC. 3886.
- ② FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- ③ INSTALLATION NOTES:
DO NOT PLACE FILTER BAG INSERT IN INLETS SHALLOWER THAN 30 INCHES, MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE. THE PLACED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE OF 3 INCHES BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES. WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3 INCH SIDE CLEARANCE.
- ④ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2 INCH X 4 INCH OR USE A ROCK SOCK OR SAND BAGS IN PLACE OF THE FLAP POCKETS.
- ⑤ SOCK HEIGHT MUST NOT BE SO HIGH AS TO SLOW DOWN WATER FILTRATION TO CAUSE FLOODING OF THE ROADWAY.
- ⑥ GEOTEXTILE SOCK BETWEEN 4-10 FEET LONG AND 4-6 INCH DIAMETER. SEAM TO BE JOINED BY TWO ROWS OF STITCHING WITH A PLASTIC MESH BACKING OR PROVIDE A HEAT BONDED SEAM (OR APPROVED EQUIVALENT). FILL ROCK LOG WITH OPEN GRADED AGGREGATE CONSISTING OF SOUND DURABLE PARTICLES OF COARSE AGGREGATE CONFORMING TO SPEC. 3137 TABLE 3137-1; CA-3 GRADATION.

LEAD EXPERT OFFICE
LYNN CLARKOWSKI
CHIEF ENVIRONMENTAL OFFICER
OFFICE OF ENVIRONMENTAL STEWARDSHIP

TEMPORARY SEDIMENT CONTROL
STORM DRAIN INLET PROTECTION

APPROVED: 02-28-2017
REVISED:

THOMAS STYRBICKI
STATE DESIGN ENGINEER

STANDARD PLAN
5-297.405

4 OF 8

Item 12.



Exhibit C

STANDARD PLANS

SP 4201-61

(TH 14)

SHEET NO

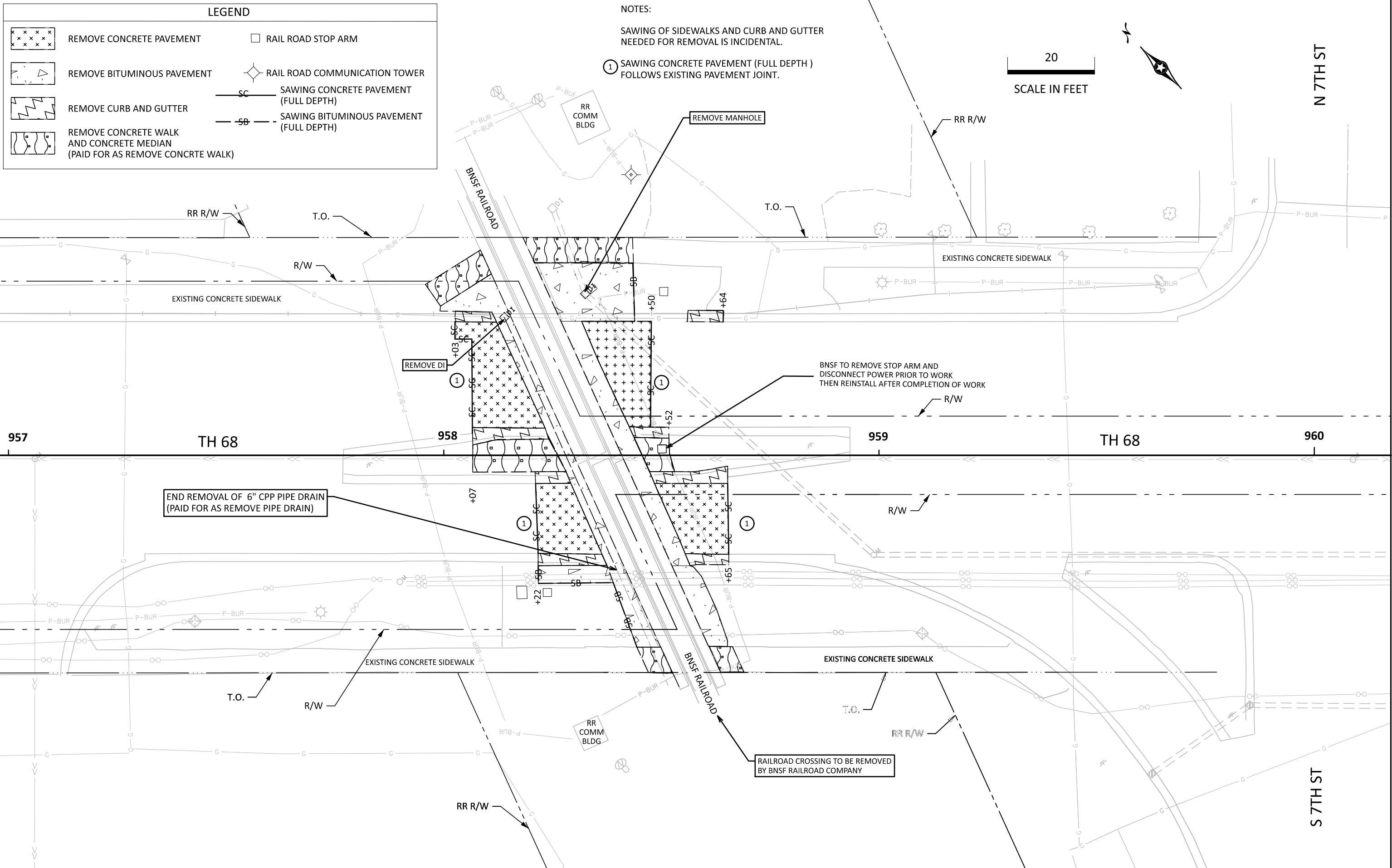
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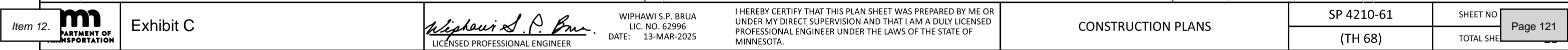
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13-MAR-2025

PLOTTED/REVISED:

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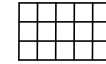
13-MAR-2025

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PLOT NAME: d421061_195cpp.dgn
PATH & FILENAME: Projects\08_WIL\068\4210\061\Design\PlanSheets\ConstructionPlan\421061_195cpp.dgn

INPLACE RAILROAD CONCRETE CROSSING PANEL	
LOC.	ELEV.
1	1165.84
2	1165.87
3	1165.91
4	1165.97
5	1165.97
6	1166.01
7	1165.99
8	1166.00

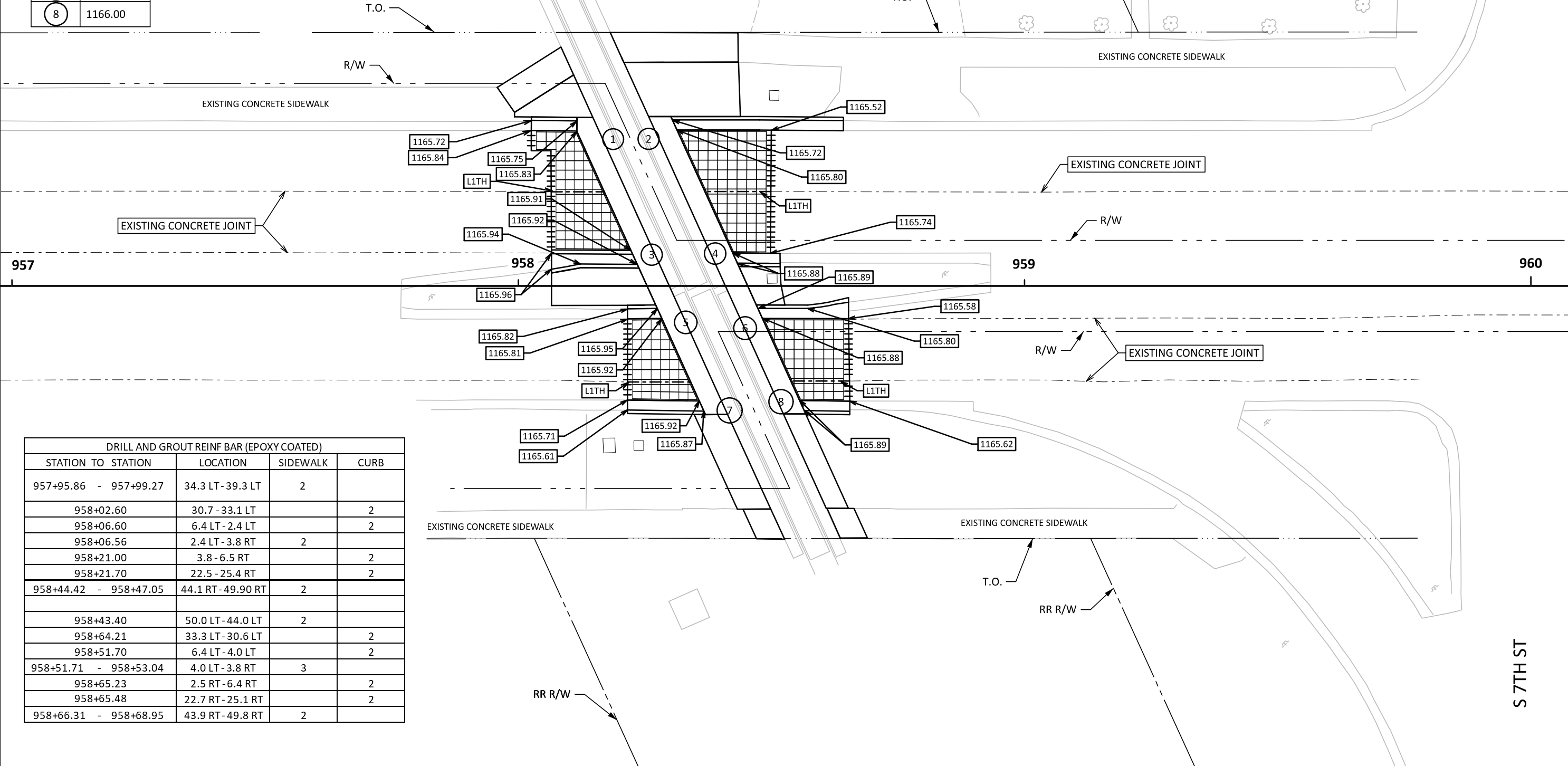
NOTE:
PAVEMENT ELEVATIONS DESIGNED USING
INPLACE RAILROAD CROSSING.
ELEVATIONS MAY NEED TO BE ADJUSTED
IN THE FIELD AFTER PLACEMENT OF NEW
RAILROAD CROSSING.

LEGEND	
	DRILL AND GROUT DOWEL BAR (EPOXY COATED) SEE STANDARD PLAN 5-297.221
	SUPPLEMENTAL STEEL REQUIRED SEE ST. PLATE NO. 1070

20
SCALE IN FEET



N 7TH ST



DRILL AND GROUT REINF BAR (EPOXY COATED)			
STATION TO STATION	LOCATION	SIDEWALK	CURB
957+95.86 - 957+99.27	34.3 LT - 39.3 LT	2	
958+02.60	30.7 - 33.1 LT		2
958+06.60	6.4 LT - 2.4 LT		2
958+06.56	2.4 LT - 3.8 RT	2	
958+21.00	3.8 - 6.5 RT		2
958+21.70	22.5 - 25.4 RT		2
958+44.42 - 958+47.05	44.1 RT - 49.90 RT	2	
958+43.40	50.0 LT - 44.0 LT	2	
958+64.21	33.3 LT - 30.6 LT		2
958+51.70	6.4 LT - 4.0 LT		2
958+51.71 - 958+53.04	4.0 LT - 3.8 RT	3	
958+65.23	2.5 RT - 6.4 RT		2
958+65.48	22.7 RT - 25.1 RT		2
958+66.31 - 958+68.95	43.9 RT - 49.8 RT	2	

13-MAR-2025

PLOTTED/REVISED:

957 TH 68

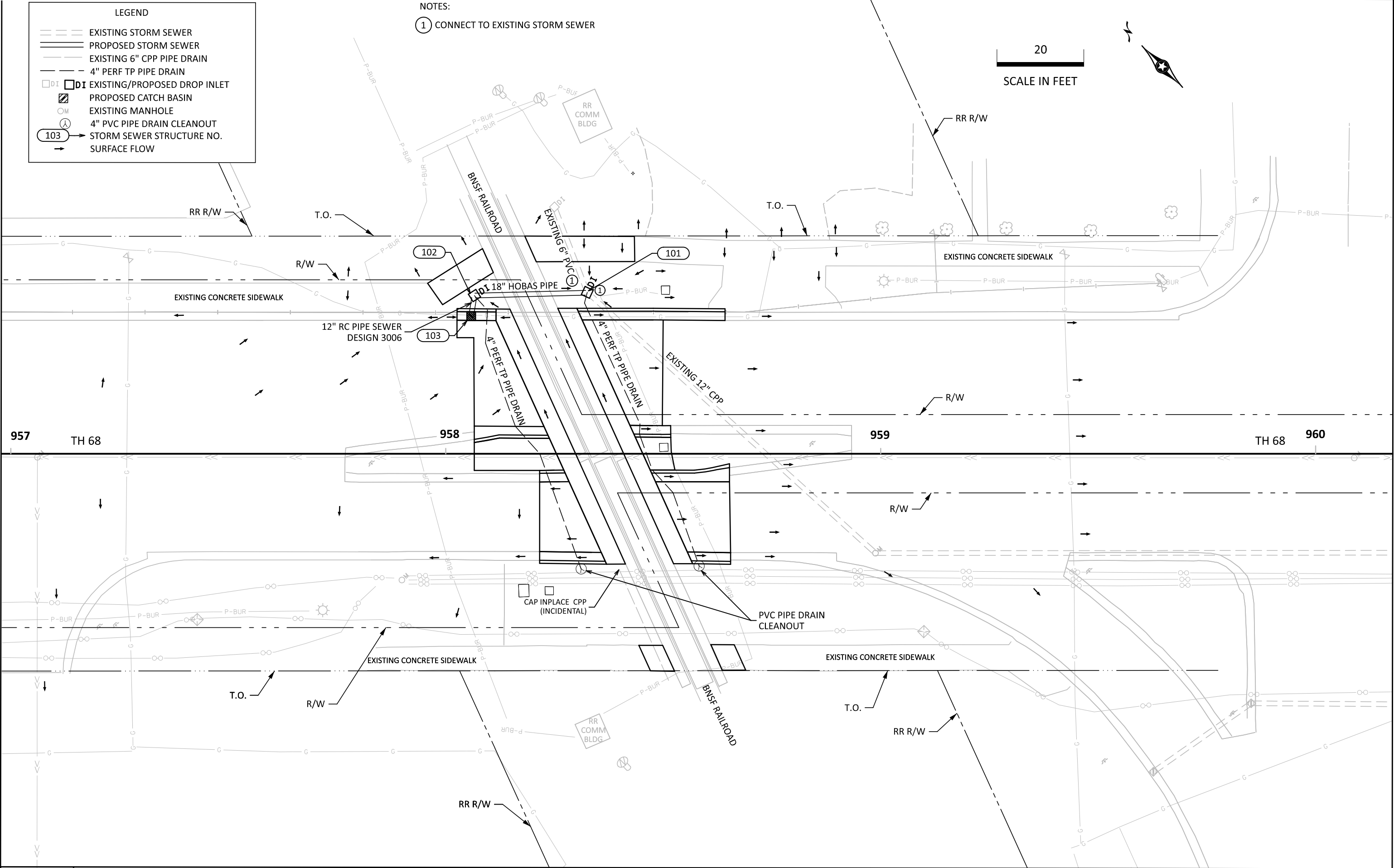
DISTRICT #: D8-WILLMAR
PLOT NAME: d421061_300hyd.dgn
PATH & FILENAME: Projects\068\42101061\Design\PlanSheets\StormSewer\d421061_300hyd.dgn

LEGEND

- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING 6" CPP PIPE DRAIN
- 4" PERF TP PIPE DRAIN
- EXISTING/PROPOSED DROP INLET
- PROPOSED CATCH BASIN
- EXISTING MANHOLE
- 4" PVC PIPE DRAIN CLEANOUT
- STORM SEWER STRUCTURE NO.
- SURFACE FLOW

NOTES:
1 CONNECT TO EXISTING STORM SEWER

20
SCALE IN FEET



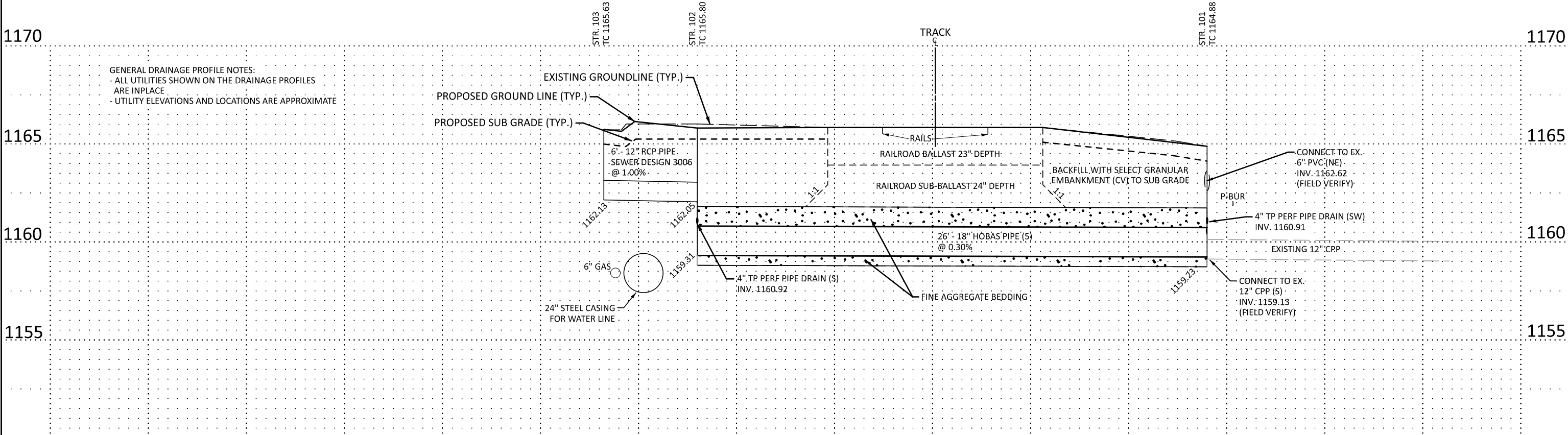
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PLOT NAME: d421061_305dpt-01.dgn
PATH & FILENAME: Projects\D8_WIL\068\4210\061\Design\PlanSheets\StormSewer\421061_305dpt-01.dgn

DRAINAGE TABULATION																				H
STRUCTURE NO.	STRUCTURE LOCATION		STRUCTURE OUTLET NO.	REMOVE MANHOLE (1)	REMOVE DROP INLET	REMOVE PIPE DRAIN	NEW STRUCTURE CONSTRUCTION					PIPE UPSTREAM INVERTS ELEVATION	PIPE DOWNSTREAM INVERT ELEVATION	PIPE SEWER		CONNECT TO EXISTING STORM SEWER (3)				NOTES
	STATION	OFFSET					INSTALL CASTING	INSTALL CATCH BASIN (6)	INSTALL MANHOLE (7)	STEPS REQUIRED (2)	TOP OF CASTING ELEVATION			FINE AGGREGATE BEDDING (CV)	INSTALL PIPE SEWER (5)		FINE FILTER AGGREGATE (CV)	4" PERF TP PIPE DRAIN (4)	4" PVC PIPE DRAIN CLEANOUT	
	EACH	EACH		LIN FT	EACH	EACH	EACH	CU YD	LIN FT	EACH	CU YD	LIN FT	EACH							
103	958+05.85	31.66 LT	102				1	1		N	1165.63	1162.13	1162.05	1	6					12" RC PIPE SEWER DESIGN 3006
102	958+06.59	36.37 LT	101				1		1	Y	1165.80	1159.31	1159.23	9	26					18" HOBAS
101	958+32.53	37.11 LT		1			1		1	Y	1164.88	1159.13				2				
	958+13.91	31.69 LT			1															6" X 6" FLOOR DRAIN
	958+06.59 TO 958+39.55	43.74 LT TO 25.90 RT				63											5	69	1	
	958+32.53 TO 958+55.78	37.1 LT TO 24.5 RT															5	69	1	
DRAINAGE TOTALS				1	1	63	3	1	2					10	32	2	10	138	2	

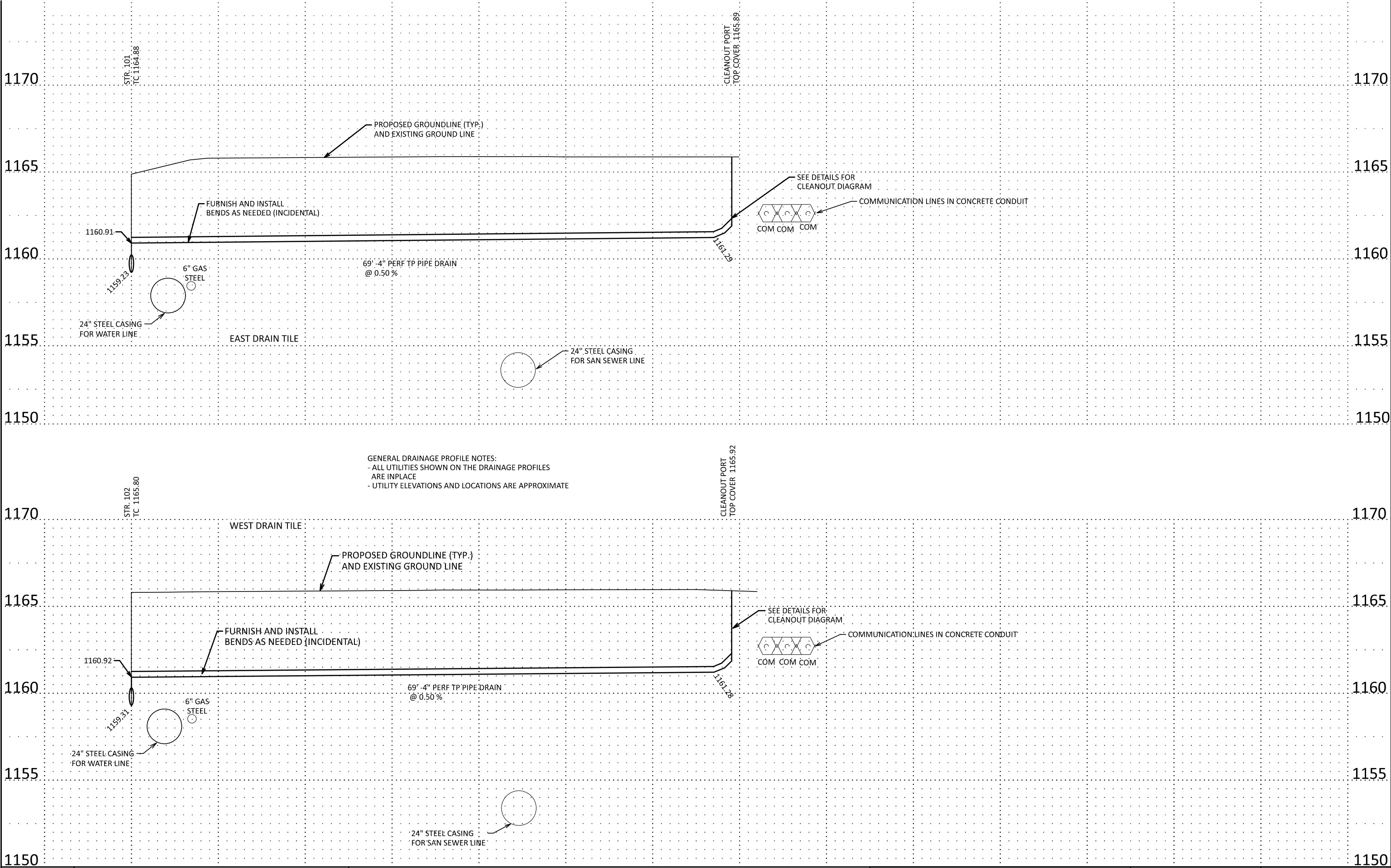
GENERAL NOTES:
STATION AND OFFSETS ARE TO CENTER OF STRUCTURE.
CASTING SUMP = 0.10 FT FOR CATCH BASIN CASTINGS AND 0.20 FT FOR DROP INLET CASTINGS.
CONSTRUCTION NOTES:
(1) INCLUDES REMOVAL OF CASTING
(2) STEPS REQUIRED WHEN DEPTH FROM TOP OF CASTING TO INVERT IS GREATER THAN 4FT.
(3) BUILD OVER EXISTING PIPE OR CONNECT TO EXISTING PIPE. FIELD VERIFY.
(4) INCLUDES BENDS (INCIDENTAL)
(5) STRUCTURE 102 TO 101 FIELD CUT 18" HOBAS PIPE, CLASS (PN) 25 PSI, STIFFNESS (SN) 72 PSI, (INCIDENTAL).
(6) DRAINAGE STRUCTURE DESIGN H, 3.5 LF
(7) DRAINAGE STUCTURE DESIGN 48-4020, STR. NO. 101 5.7 LF, STR NO 102 6.5 LF

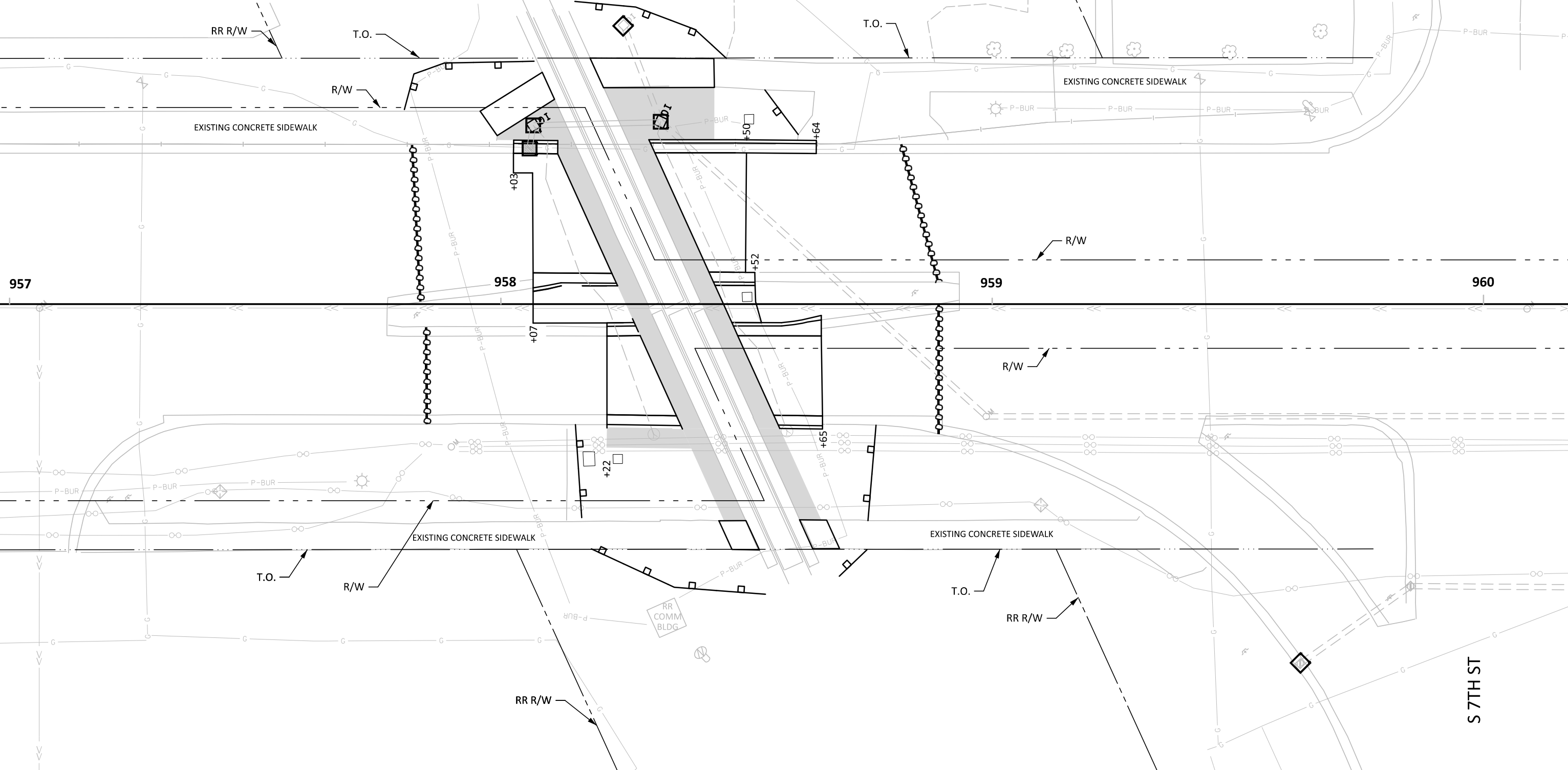
CASTNG ASSEMBLY SUMMARY						I
STRUCTURE NUMBER	ASSEMBLY	RING OR FRAME CASTING	CURB BOX	COVER OR GRATE CASTING	QUANTITY	
103	B-9	805		816	1	
102 & 101	M-2	700-7		721	2	
TOTAL					3	



DISTRICT #: D8-WILLMAR
PLOT NAME: d421061_305dpt-02.dgn
PATH & FILENAME: Projects\08_WIL\068\4210\061\Design\PlanSheets\StormSewer\421061_305dpt-02.dgn

DISTRICT #: D8-WILLMAR
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DISTRICT #: D8-WILLMAR
PLOT NAME: 421061_415tcp-01.dgn
PATH & FILENAME: Projects\08_WIL\068\4210\061\Design\PlanSheets\Traffic\421061_415tcp-01.dgn
PLOTTED/REVISED: 10-MAR-2025

TEMPORARY TRAFFIC CONTROL PLAN

NOTES & GUIDELINES

GENERAL INFORMATION:

- 1. ALL DISTANCES ARE APPROXIMATE.
- 2. NOTIFY DISTRICT TRAFFIC OFFICE 2 WEEKS PRIOR TO STARTING CONSTRUCTION. JON GUENINGSMAN (320-212-7506)
- 3. SEE TEMPORARY TRAFFIC CONTROL FIELD MANUAL FOR PROPER SIGN SPACING.

SIGNING:

- 1. ALL TEMPORARY SIGNS ARE REQUIRED TO BE CRASHWORTHY PER THE AASHTO MANUAL FOR ASSESSING SAFETY HARDWARE 2016 (MASH-2016). TEMPORARY SIGN STRUCTURES THAT ARE CRASHWORTHY UNDER THE NATIONAL COOPERATIVE HIGHWAY RESEARCH PROGRAM REPORT 350 (NCHRP-350) MAY BE USED PROVIDED THE DEVICES WERE ACQUIRED BY THE CONTRACTOR PRIOR TO DECEMBER 31ST, 2019. THE MINNESOTA TYPE "C" AND "D" BRACED LEG U-CHANNEL (KNEE BRACE) SIGN SUPPORT IS NOT ALLOWED.
- 2. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE FINAL SIGNS TO ASSURE THAT THE FINAL SIGNS ARE PLACED AS NEEDED, OR PROVIDE TEMPORARY SIGNING UNTIL THE FINAL SIGNING IS PLACED.
- 3. WHEN MULTIPLE GROUND MOUNTED SIGN STRUCTURES ARE PLACED ADJACENT TO EACH OTHER THERE SHOULD BE NO MORE THAN 2 POSTS WITHIN 84" OF EACH OTHER. WHEN THIS SPACING CAN NOT BE MAINTAINED, THEN SIGN STRUCTURES SHALL BE OFFSET, AND STAGGERED WITH A MINIMUM OF 4' BETWEEN SIGN STRUCTURES BOTH Laterally AND LONGITUDINALLY. EXAMPLE SHOWS DETOUR SIGNAGE, BUT THIS REQUIREMENT APPLIES TO ALL SIGNAGE.
- 4. WHEN A SIGN OR BARRICADE IS ORIENTED SUCH THAT VISIBILITY TO ROAD USERS INCLUDING BIKES AND PEDESTRIANS IS REDUCED ENOUGH TO CAUSE A HAZARD, DELINEATE THE SIGN/BARRICADE WITH APPROPRIATE DEVICES.
- 5. TEMPORARY SIGNS SHALL BE PLACED SUCH THAT OBSTACLES DO NOT BLOCK THEM FROM BEING VIEWED BY APPROACHING ROAD USERS. OBSTACLES MAY INCLUDE, BUT ARE NOT LIMITED TO, LIGHT POLES, TREES, SIGNS, AND BUILDINGS.
- 6. TEMPORARY SIGNS SHALL BE PLACED AND ORIENTED APPROXIMATELY AS SHOWN IN THE PLAN, AT RIGHT ANGLES TO DIRECTION OF AND FACING THE TRAFFIC THEY ARE INTENDED TO SERVE, UNLESS OTHERWISE SPECIFIED.
- 7. LONGITUDINAL DROPOFFS SHALL BE SIGNED AS SHOWN IN THE "MINNESOTA TEMPORARY TRAFFIC CONTROL FIELD MANUAL" PAGES (6K-aJ) THRU (6K-ad) UNLESS OTHERWISE SPECIFIED IN THESE PLANS.
- 8. AFTER REMOVAL OF SIGN AND/OR SIGN BASE, BACK FILL, COMPACT, AND LEVEL SOIL TO MATCH SURROUNDING SOIL.

PAVEMENT MARKING:

- 1. MASK OR REMOVE ANY CONFLICTING PAVEMENT MARKINGS AS SHOWN IN THE PLAN OR APPROVED BY THE ENGINEER.
- 2. ALL TEMPORARY PAVEMENT MARKINGS SHALL BE WET REFLECTIVE. ALL PAVEMENT MARKINGS IN TAPERS AND TRANSITIONS SHALL BE 6" IN WIDTH.
- 3. SEE 2582 IN THE SPECIAL PROVISIONS FOR PAVEMENT MARKING SPOTTING RESPONSIBILITIES.

BARRIER & DELINEATION:

- 1. PLACE AND MAINTAIN PORTABLE BARRIER DELINEATORS ANY TIME TRAFFIC IS WITHIN 10' OF BARRIER. DELINEATORS WILL EACH HAVE A MINIMUM OF 24 SQ IN. OF RETROREFLECTIVE SURFACE ON BOTH SIDES PLACED AT 25' SPACING ON TOP OF THE BARRIER. SIDE MOUNTED PORTABLE BARRIER DELINEATORS WILL HAVE A MINIMUM OF 12 SQ. IN. OF RETROREFLECTIVE SURFACE AREA AND BE PLACED AT 12.5' SPACING. IF A SMALLER APPROVED BARRIER DELINEATOR IS USED IT SHALL BE A MINIMUM OF 6 SQ IN. OF RETROREFLECTIVE SURFACE AREA AND BE PLACED ON BOTH SIDES AT 6.25' SPACING. TEMPORARY BARRIER DELINEATOR COLOR SHALL MATCH APPLICABLE PAVEMENT MARKING.

CONSTRUCTION INFORMATION SIGNING:

- 1. THE CONTRACTOR SHALL USE CONSTRUCTION INFORMATION SIGNING AS SHOWN IN THE PLAN WHICH ARE TO BE USED AS FOLLOWS:

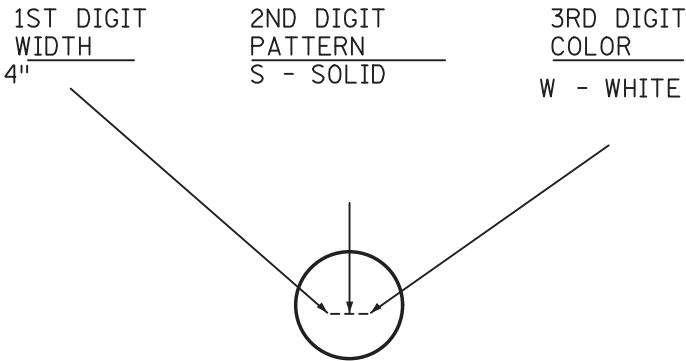
IF CONSTRUCTION INFORMATION SIGNING IS NO LONGER VISIBLE TO THE MOTORING PUBLIC ONCE WORK BEGINS, MOVE SAID SIGNING TO A SITE IN ADVANCE OF THE WORK ZONE OR CLOSURE AS SHOWN IN THE PLAN OR APPROVED BY THE ENGINEER.


PAVEMENT MARKING SYMBOLS AND MATERIALS LEGEND

 SOLID LINE PAVEMENT MARKING WITH TEMPORARY RAISED PAVEMENT MARKERS AT 10' SPACES

 PREFORMED REMOVABLE PAVEMENT MESSAGE STRIPING KEY

 BOX-PREF TAPE







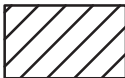

EXAMPLE:  = 4" SOLID LINE WHITE PREF THERMO GROUND IN, CONTRAST, WET REFLECTIVE

INDEX

TRAFFIC CONTROL PLAN SHEET NO. DESCRIPTIONS

TC01	TITLE SHEET
TC02-TC03	DETAILS
TC04-TC05	DETOUR PLAN

SYMBOL DESCRIPTION

	TRAFFIC CONTROL SIGN
	TYPE III BARRICADE = 
	WARNING LIGHT - TYPE A FLASHER
	CLOSED DURING CONSTRUCTION
	T.H. 59 & TH 68 DETOUR ROUTE

I HEREBY CERTIFY THAT SHEETS TC01-TC13 OF THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: CODY BRAND LICENSE # 55540

DATE: 02/18/2025 SIGNATURE: Cody Brand

DESIGN SQUAD: JONATHAN GUENINGSMAN

Digitally signed by Cody Brand
Date: 2025.03.11 08:52:31 -05'00'

DISTRICT #: D8-WILLMAR
PLOT NAME: 421061_415tcp-02.dgn
PATH & FILENAME: Projects\08_WIL\068\4210\061\Design\PlanSheets\Traffic\421061_415tcp-02.dgn
10-MAR-2025
PLOTTED/REVISED:

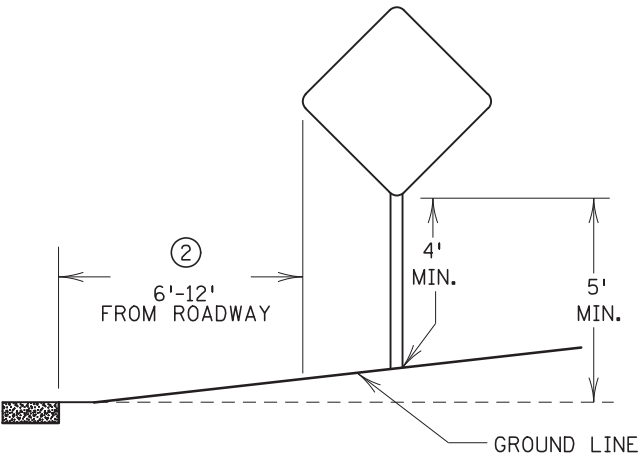
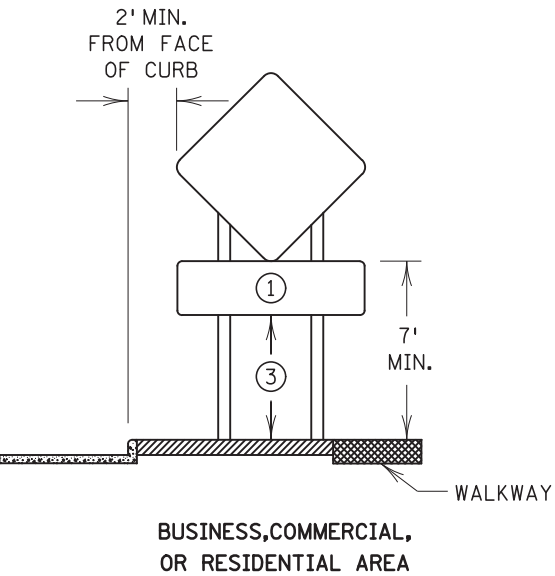
GENERAL NOTES;

1. GROUND MOUNTED SQUARE TUBE SIGN STRUCTURES PLACED WITHIN 50' OF THE RADIUS END OF AN INTERSECTION SHALL BE PLACED ON ONE 2" OR 2-1/2" POST.
2. FOR 2" SQUARE TUBE RISER POST IN SOIL, USE FIN BASE PLACED PER MANUFACTURER'S SPECIFICATIONS. USE A 2" X 2" PRE-PUNCHED, GALVANIZED STEEL, SQUARE TUBE RISER POST. PLACE 3/8" STAINLESS STEEL BOLT THROUGH THE 5TH HOLE DOWN FROM THE TOP OF THE BASE. RISER POST SHALL REST ON THE BOLT.
3. FOR 2-1/2" SQUARE TUBE RISER POST IN SOIL, USE SLIP BASE PLACED PER MANUFACTURER'S SPECIFICATIONS USING A 10 GAUGE, 2-1/2" X 2-1/2" PRE-PUNCHED, GALVANIZED STEEL, SQUARE TUBE RISER POST WITH A 10 GAUGE 2-3/16" X 2-3/16" PRE-PUNCHED, GALVANIZED STEEL, SQUARE TUBE INTERNAL INSERT.

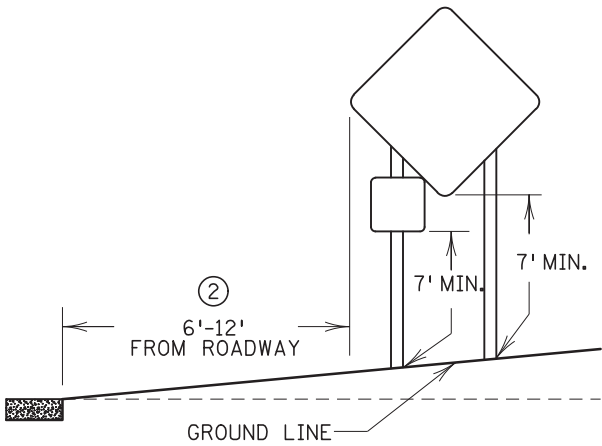
SPECIFIC NOTES;

- ① IF ANY PART OF A SIGN OR SIGN ASSEMBLY EXTENDS MORE THAN 4" INTO THE PEDESTRIAN FACILITY, THE MINIMUM HEIGHT TO BOTTOM OF THE SIGN OR SIGN ASSEMBLY SHALL BE 7'.
- ② 6' - 12' FROM EDGE OF ROADWAY, MUST BE A MINIMUM OF 6' FROM EDGE OF PAVED SHOULDER (WHEN PRESENT).
- ③ IF GROUND MOUNTED TEMPORARY SIGN OR SIGN ASSEMBLY IS PLACED ON 2-1/2" SQUARE TUBE RISER POST(S), THE MINIMUM CLEARANCE FROM THE GROUND LINE TO THE BOTTOM OF THE LOWEST SIGN ON THE ASSEMBLY SHALL BE 7', OR AS SHOWN IN DETAIL, WHICHEVER IS GREATER.
- ④ 5' MINIMUM IN RURAL. 7' MINIMUM IN BUSINESS, COMMERCIAL, OR RESIDENTIAL AREAS.

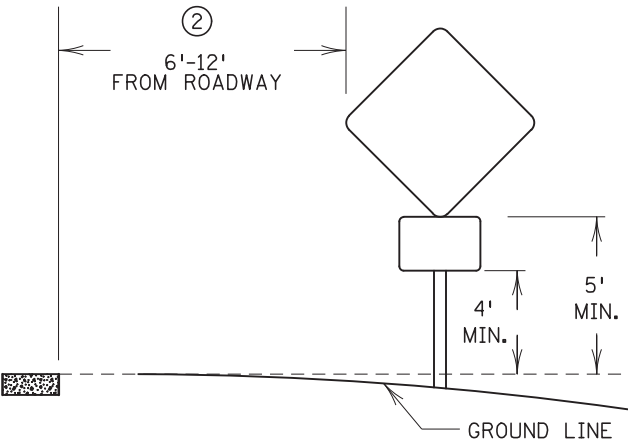
NOT TO SCALE



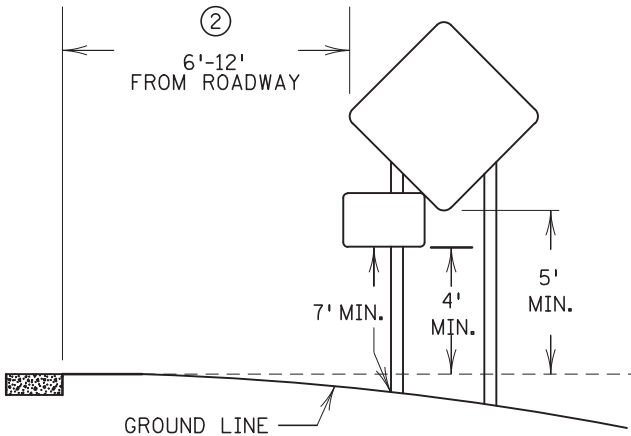
TYPICAL RURAL DESIGN
AND 2" RISER POST



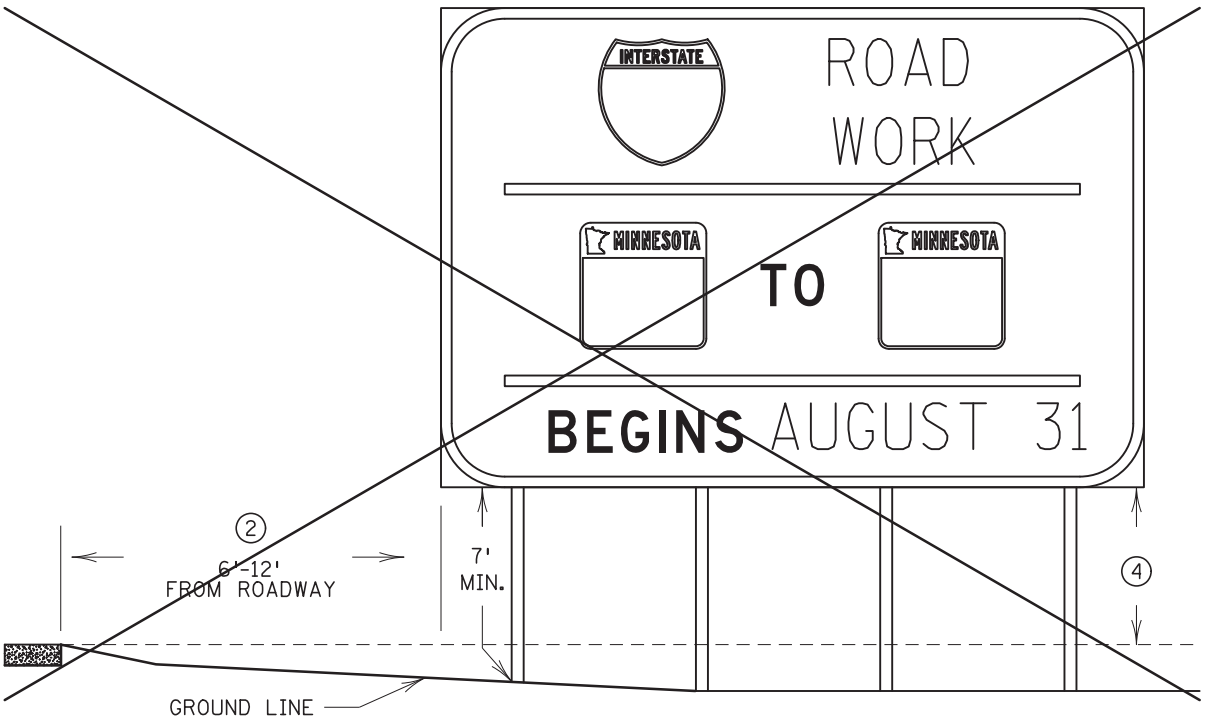
TYPICAL RURAL DESIGN WITH SUPPLEMENTAL
PLAQUE AND 2-1/2" RISER POST



TYPICAL RURAL DESIGN WITH SUPPLEMENTAL
PLAQUE AND 2" RISER POST



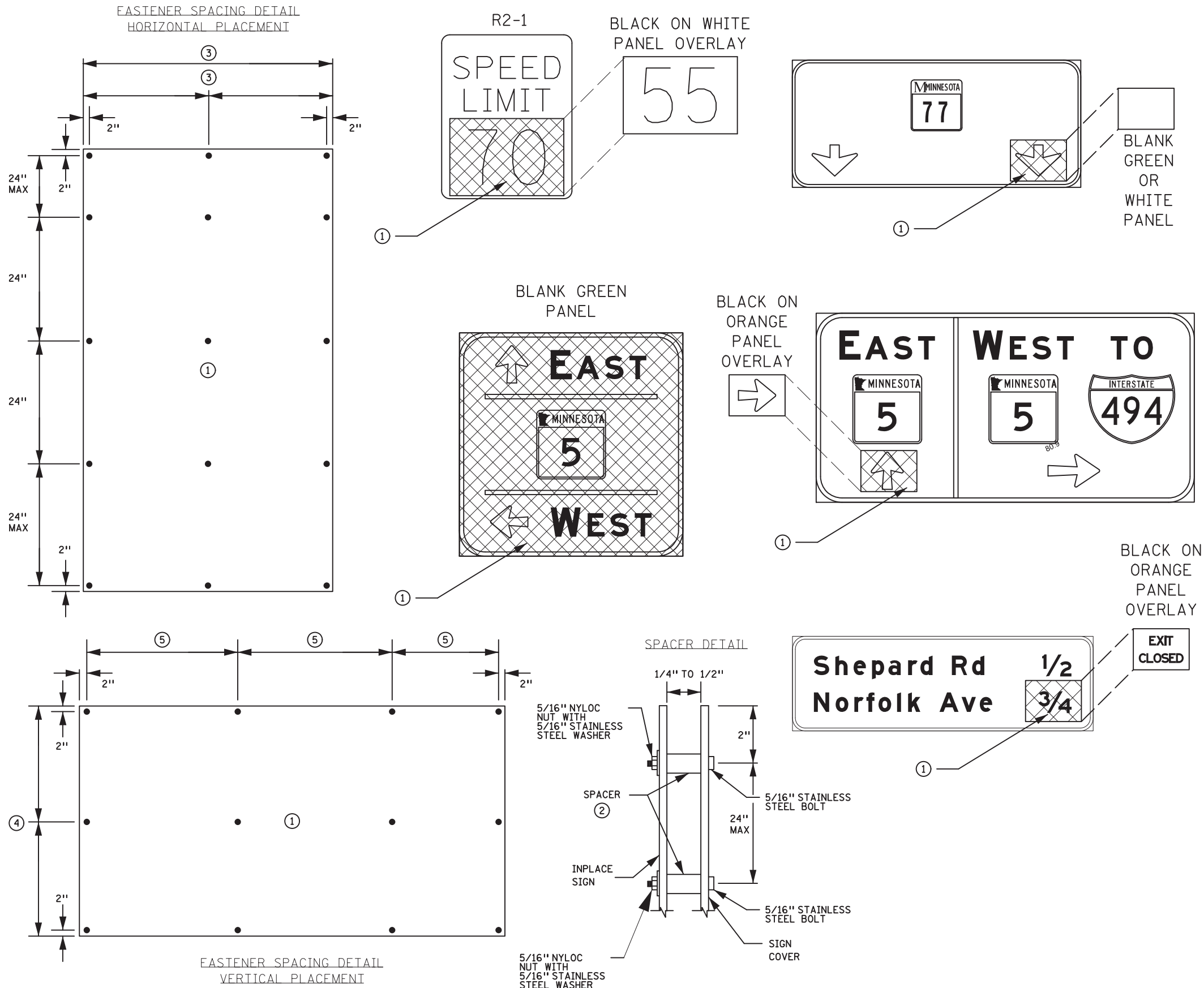
TYPICAL RURAL DESIGN
2-1/2" RISER POST



TYPICAL G20-X2 DESIGN

TYPICAL TEMPORARY SQUARE TUBE GROUND MOUNTED SIGN PLACEMENT

DISTRICT #: D8-WILLMAR
PLOT NAME: 421061_415tcp-03.dgn
PATH & FILENAME: Projects\08_WIL\068\4210\061\Design\PlanSheets\Traffic\421061_415tcp-03.dgn
PLOTTED/REVISED: 10-MAR-2025



GENERAL NOTES:

- SIGN COVER PANELS ARE USED TO COVER AN ENTIRE INPLACE SIGN PANEL OR A PORTION THEREOF TO REMOVE OR MODIFY THE SIGN MESSAGE. THEY HAVE NO ADDITIONAL MESSAGE PRINTED ON THEM. SIGN COVER PANELS SHALL BE MADE OF A RIGID MATERIAL (SHEET ALUMINUM, PLYWOOD, CORRUGATED PLASTIC, OR OTHER MATERIAL AS APPROVED BY THE ENGINEER). SIGN COVER PANELS SHALL BE THE SAME COLOR AS THE BACKGROUND COLOR OF THE INPLACE SIGN PANEL AND SHALL COVER THE ENTIRE SIGN PANEL OR MESSAGE ELEMENT.
- SIGN PANEL OVERLAYS ARE USED TO MODIFY THE MESSAGE OF AN INPLACE SIGN PANEL. THEY INCLUDE A SIGN MESSAGE. SIGN PANEL OVERLAYS SHALL BE MADE OF SHEET ALUMINUM WITH THE APPROPRIATE SHEETING MATERIAL AS SPECIFIED ON THE MNDOT SHEETING FOR RIGID PERMANENT SIGNS, DELINEATORS, AND MARKERS APL OR THE MNDOT SHEETING FOR RIGID TEMPORARY WORK ZONE SIGNS APL. SIGN PANEL OVERLAY MESSAGES SHALL BE BLACK ON FLUORESCENT ORANGE, EXCEPT ON REGULATORY SIGNS WHICH SHALL BE THE PROPER COLOR ON A WHITE BACKGROUND. THE MESSAGE SHALL FOLLOW THE REQUIREMENTS OF THE MNDOT STANDARD SIGNS AND MARKINGS MANUAL OR THE FHWA STANDARD HIGHWAY SIGNS MANUAL (AND SUPPLEMENTS). THE SIGN PANEL OVERLAY SHALL FULLY COVER THE MESSAGE ELEMENT(S) BEING MODIFIED.
- MINIMIZE DAMAGE TO THE INPLACE SIGN PANEL. DO NOT APPLY TAPE TO THE INPLACE SIGN SHEETING.
- SPACERS SHALL BE A MATERIAL THAT WILL NOT HARM THE INPLACE SIGN SHEETING FACE (SUCH AS PLASTIC OR RUBBER).
- ATTACH SIGN COVER PANEL OR PANEL OVERLAY USING HARDWARE SHOWN IN THE SPACER DETAIL.
- IF SHEET METAL SCREWS ARE USED TO PLACE CORRUGATED PLASTIC AS A SIGN COVER PANEL, PLACE FENDER WASHERS BETWEEN THE SCREW HEADS AND THE CORRUGATED PLASTIC. REMOVE ALL COVERING MATERIAL, MOUNTING HARDWARE, AND FASTENERS WHEN SIGN COVER PANEL OR PANEL OVERLAY IS REMOVED.
- NO HANDLE OR OTHER LIFTING DEVICE SHALL BE LEFT ATTACHED TO ANY SIGN COVER PANEL AFTER PLACEMENT.

SPECIFIC NOTES:

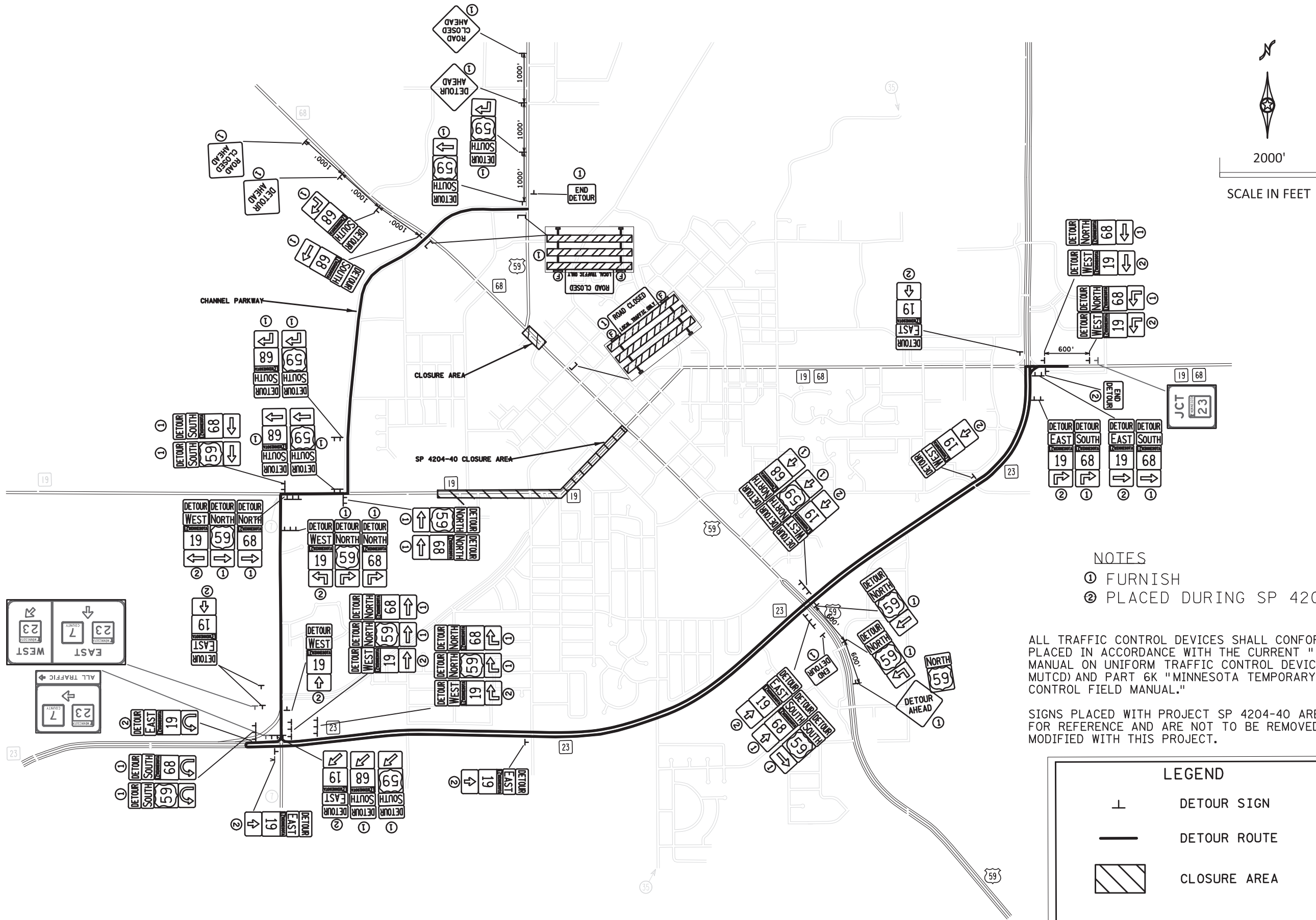
- THE SIGN COVER PANEL OR PANEL OVERLAY SHALL FULLY COVER THE MESSAGE BEING COVERED OR MODIFIED.
- INSTALL SIGN COVER PANELS AND PANEL OVERLAYS WITH SPACERS THAT PROVIDE A SPACING OF 1/4 IN TO 1/2 IN BETWEEN THE COVER MATERIAL AND THE INPLACE SIGN. THE SPACERS SHALL HAVE AN OUTSIDE DIAMETER BETWEEN 3/8 IN TO 7/8 IN. EACH FASTENER REQUIRES A SPACER.
- IF THE SIGN COVER PANEL OR PANEL OVERLAY IS GREATER THAN 48 IN WIDE, THE FASTENER SPACING SHALL BE NO GREATER THAN 24 IN. IF THE SIGN COVER PANEL OR PANEL OVERLAY IS LESS THAN 24 IN WIDE, DO NOT INSTALL A CENTER FASTENER (UNLESS REQUIRED BY SPECIFIC NOTE (4)).
- VERTICAL SPACING FOR FASTENERS IS 50% OF THE SIGN COVER PANEL OR PANEL OVERLAY. IF THE SIGN COVER PANEL OR PANEL OVERLAY IS LESS THAN 24 IN HIGH, DO NOT INSTALL A CENTER FASTENER (UNLESS REQUIRED PER SPECIFIC NOTE (5)).
- HORIZONTAL SPACING FOR FASTENERS SHALL NOT BE LESS THAN 15 IN NOR MORE THAN 24 IN.

ASSEMBLY STEPS

- DRILL 11/32 IN HOLES ON THE SIGN COVER PANEL OR PANEL OVERLAY IN ACCORDANCE WITH THE FASTENER SPACING DETAILS.
- ATTACH PLASTIC SPACERS TO SIGN COVER PANEL OR PANEL OVERLAY WITH DOUBLE FACED TAPE, CENTERED BEHIND EACH DRILLED HOLE.
- POSITION THE COVER OR OVERLAY MATERIAL OVER THE SIGN OR MESSAGE TO BE MODIFIED.
- DRILL ALL THE OUTSIDE HOLES THROUGH THE INPLACE SIGN PANEL AND ATTACH THE COVER OR OVERLAY MATERIAL WITH APPROPRIATE FASTENERS.
- DRILL ALL THE INNER HOLES THROUGH THE INPLACE SIGN PANEL AND ATTACH WITH APPROPRIATE FASTENERS.

TEMPORARY SIGN COVERING AND MODIFICATION

DISTRICT #: D8-WILLMAR
PLOT NAME: 421061_415tcp-04.dgn
PATH & FILENAME: Projects\D8_WIL\068\4210\061\Design\PlanSheets\Traffic\421061_415tcp-04.dgn
PLOTTED/REVISED: 10-MAR-2025



- NOTES
- ① FURNISH
 - ② PLACED DURING SP 4204-40

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE PLACED IN ACCORDANCE WITH THE CURRENT "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART 6K "MINNESOTA TEMPORARY TRAFFIC CONTROL FIELD MANUAL."

SIGNS PLACED WITH PROJECT SP 4204-40 ARE SHOWN FOR REFERENCE AND ARE NOT TO BE REMOVED OR MODIFIED WITH THIS PROJECT.

LEGEND

T

DETOUR SIGN

—

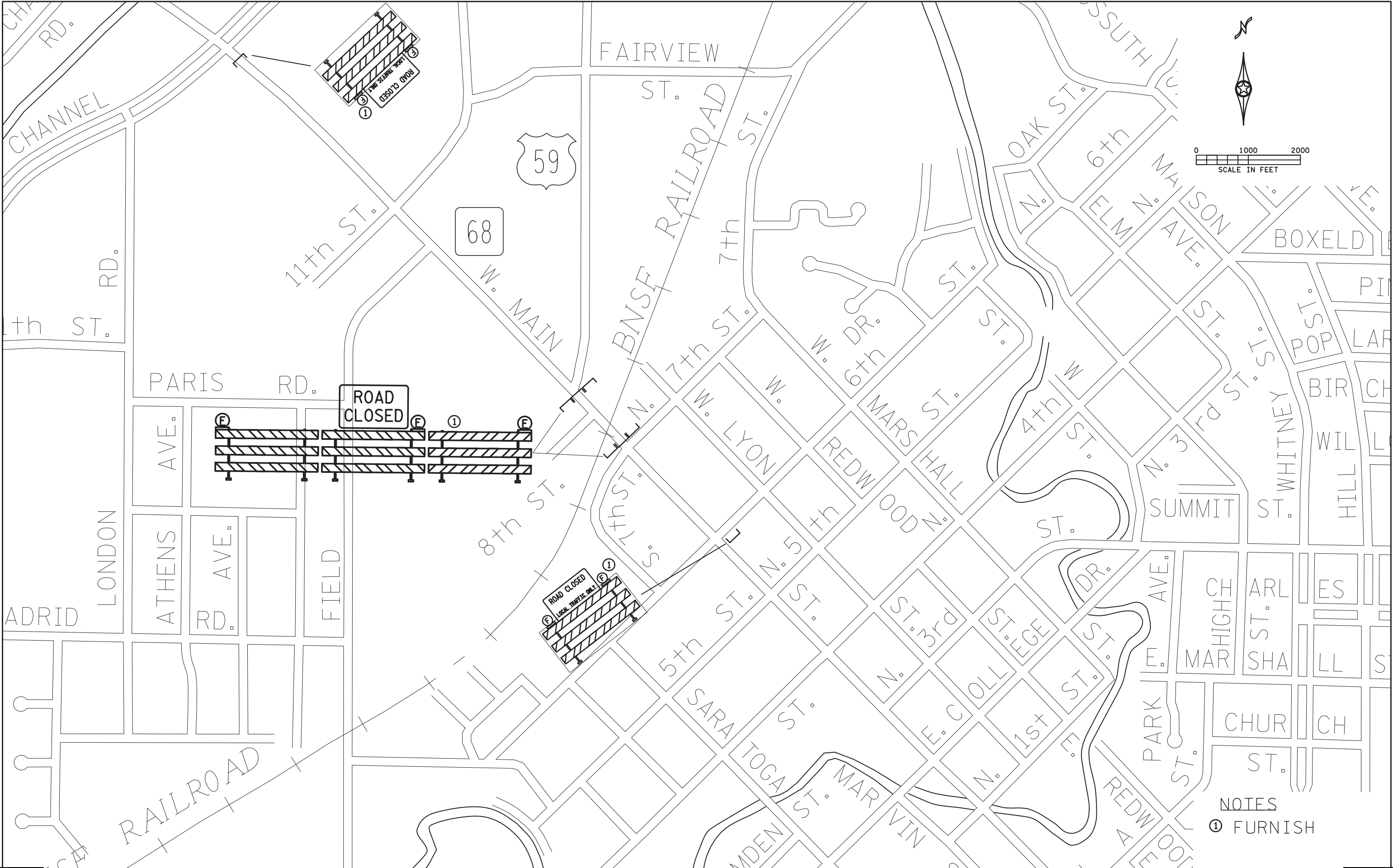
DETOUR ROUTE

[Hatched Box]

CLOSURE AREA

10-MAR-2025
PLOTTED/REVISED:

D8-WILLMAR
421061_415tcp-05.dgn
421061_415tcp-05
D8-WILLMAR
421061_415tcp-05.dgn
421061_415tcp-05
D8-WILLMAR
421061_415tcp-05.dgn
421061_415tcp-05



NOTES
① FURNISH

DIVISION S

S-1 (1407) FINAL CLEANUP

Note: Wherever used in Sections 1407 (FINAL CLEANUP), 1505 (COOPERATION BY CONTRACTORS), 1708 (RAILROAD-HIGHWAY PROVISIONS), and 1717 (AIR, LAND and WATER POLLUTION) of the Special Provisions, the terms “Railway,” “Railroad,” “BNSF” and “Company” mean BNSF Railway Company.

S-1.1 The first paragraph set forth under MnDOT 1407 is supplemented as follows:

BNSF’s property shall be left in a condition at least equal to that existing before the work was started, as determined by the Engineer and BNSF after consultation.

S-2 (1505) COOPERATION BY CONTRACTORS

The provisions of MnDOT 1505 are supplemented with the following:

Note: Wherever used in Sections 1407 (FINAL CLEANUP), 1505 (COOPERATION BY CONTRACTORS), 1708 (RAILROAD-HIGHWAY PROVISIONS), and 1717 (AIR, LAND and WATER POLLUTION) of the Special Provisions, the terms “Railway,” “Railroad,” “BNSF” and “Company” mean BNSF Railway Company.

The Contractor will be required to make his own arrangements with the Company for coordinating his operations and those of the Company. No compensation in addition to the Contract prices will be made to the Contractor for any costs incurred by him, or because of any delays to his forces or equipment, which may be caused by the operations of the Company.

COMPANY ADDRESS and PHONE NUMBER:

BNSF Railway Company
80 – 44th Ave. NE
Minneapolis, MN 55421

CONTACT PERSON

Alex Fiorini
BNSF Manager Public Projects
(Phone – 763/782-3476)

Average train traffic per 24-hour period on this route is a combination of 7 freight and 0 passenger trains at a timetable speed of 49 MPH (this information was provided by the Company in 2023 – if additional/current information is necessary, please contact the Company’s Manager of Public Projects.

S-3 (1708) RAILROAD-HIGHWAY PROVISIONS

Note: Wherever used in Sections 1407 (FINAL CLEANUP), 1505 (COOPERATION BY CONTRACTORS), 1708 (RAILROAD-HIGHWAY PROVISIONS), and 1717 (AIR, LAND and WATER POLLUTION) of the Special Provisions, the terms “Railway,” “Railroad,” “BNSF” and “Company” mean BNSF Railway Company.

All work over, below, or adjacent to the Company’s right of way shall be performed in conformance with the provisions of MnDOT 1708 and the following:

S-3.1 The provisions of MnDOT 1708.3 are modified to the extent that the Contractor shall provide evidence of Insurance, in accordance with the following provisions:

INSURANCE REQUIREMENTS:

(A) Before commencing any work under this contract, the Contractor must provide and maintain in effect insurance, at Contractor's expense, covering all of the work and services to be performed hereunder by the Contractor and each of its subcontractors, as described below.

- (1) Workers' compensation coverage as required by Minnesota law, but if optional under Minnesota law the insurance must cover all employees anyway. THE CERTIFICATE MUST CONTAIN A SPECIFIC WAIVER OF THE INSURANCE COMPANY'S SUBROGATION RIGHTS AGAINST THE BNSF RAILWAY COMPANY.
- (2) Commercial general liability insurance covering liability, including but not limited to public liability, personal injury and property damage, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. Where explosion, collapse, or underground hazards are involved, the X, C and U exclusions must be removed from the policy;
- (3) Automobile liability insurance, including bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent;
- (4) Railroad protective liability insurance stating BNSF RAILWAY COMPANY is the named insured covering all of the liability assumed by the Contractor under the provisions of this Agreement with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The form of the Railroad protective liability insurance policy shall be reasonably acceptable to the Company.

All insurance shall be placed with insurance companies licensed to do business in the States in which the work is to be performed, and with current Best's Insurance Guide Ratings of A and Class X, or better.

If any work is to be performed within 50 feet of a railroad track, then insurance must provide coverage of incidents occurring within 50 feet of a railroad track, and any provision to the contrary in the insurance policy must be specifically deleted.

In all cases, the certificate must specifically state that "BNSF RAILWAY COMPANY IS AN ADDITIONAL INSURED"

Any coverage afforded to the Company, the certificate holder, as an additional insured shall apply as primary and not excess to any insurance issued in the name of the Company.

(B) Before commencing any work hereunder, the Contractor shall furnish to the Company a certificate of insurance on a form acceptable to the Company, evidencing the issuance to the Contractor of the policies of insurance providing the types of insurance and limits of liability prescribed above, and certifying that the Company shall be given not less than 30 days' written notice prior to any material change, substitution or cancellation prior to normal expiration dates. Cancellation or expiration of any of said policies of insurance shall not preclude the Company from recovery thereunder for any liability arising under this Agreement.

(C) The purchase of insurance as herein provided shall not in any way limit the liability of the Contractor to the Company.

The following information must appear on the Certificate of General Liability Insurance and entire Railroad Protective Insurance Policies to identify the Project policies are issued to cover:

Project: Project: S.P. 4210-61 (MNTH 68), Agreement No. 1059392, Construction & Maintenance agreement for Roadway Drainage Project, Marshall, Lyon County, MN

Send Certificate of General Liability Insurance and entire Railroad Protective Insurance Policies for approval to:

BNSF@certfocus.com

Mail:
BNSF Railway Company
PO BOX 140528
Kansas City, MO. 64114

Copy:
Alex Fiorini
Manager Public Projects
BNSF Railway Company
80 – 44th Ave NE
Minneapolis, MN 55421

S-3.2 The insurance coverage's as required shall be in full force and effect before any work or operations are commenced on the Railway's property and shall be kept in full force until all work to be performed under the terms of the Contract has been accepted by the Engineer.

The policy shall provide that, in the event the insurance should be changed or cancelled, such change or cancellation shall not be effective until 15 days after the Director of Railroad Administration has received notice of such change or cancellation from the insurance company. The insurance coverage shall be executed by an insurer qualified to write such policies in the State of Minnesota.

In addition, the Contractor shall furnish either two (2) duplicate original copies or two (2) certified copies of the certificate of insurance at least 10 days in advance of the starting date of the work for which insurance is required. These shall be delivered to the Manager of Railroad Administration, Mail Stop 470, 395 John Ireland Blvd., St. Paul, MN 55155-1899. The Railroad Administration Manager will make the necessary distribution of certificates and policies.

S-3.3 The fourth paragraph set forth under MnDOT 1708.4 is supplemented as follows:

The Contractor is advised that MnDOT and the Railway have entered into MnDOT Agreement Number 1059392, wherein MnDOT and the Railway have agreed that the Railway will provide flagging and protective services at no cost.

S-4 (1717) AIR, LAND and WATER POLLUTION

Note: Wherever used in Sections 1407 (FINAL CLEANUP), 1505 (COOPERATION BY CONTRACTORS), 1708 (RAILROAD-HIGHWAY PROVISIONS), and 1717 (AIR, LAND and WATER POLLUTION) of the Special Provisions, the terms "Railway," "Railroad," "BNSF" and "Company" mean BNSF Railway Company.

S-4.1 The provisions of MnDOT 1717 are modified with these additional BNSF Requirements:

1717.3 BNSF Requirements:

(A) As used in this subsection 1717.3:

The terms "hazardous waste", "pollutant", and "contaminant" will have the meaning given to such terms in the Resource Conservation and Recovery Act ("RCRA"), Minnesota Statutes Chapters 115A and 116, and the regulations promulgated under RCRA and Minnesota Statutes Chapters 115A and 116. The term "Environmental Laws" means all federal and State of Minnesota statutes, regulations, codes, and rules applicable to the contractor's work and pertaining in any way to the protection of human health or the environment, including, but not limited to, RCRA, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, Minnesota Statutes Chapters 115A and 116, and the Minnesota Environmental Response and Liability Act ("MERLA"). The term "Environmental Laws" also includes any lawful order of a federal or State of Minnesota department, agency, or court acting pursuant to applicable Environmental Laws. The term "Hazardous Substance" means (1) hazardous waste (as defined above) and (2) any and every other hazardous, toxic, radioactive, or infectious substance, material, or waste as defined in, listed in, or regulated under any Environmental Law, including, but not limited to, petroleum oil and any of its fractions. The terms "release" and "threatened release" have the meaning given to them in CERCLA and MERLA.

(B) The contractor and its employees, agents, and subcontractors shall not:

(1) Treat, store or dispose of any hazardous waste, pollutant, or contaminant in such a way as to subject it to permitting requirements for a treatment, storage, or disposal facility under the RCRA or other applicable Environmental laws; or

(2) Knowingly or negligently cause, contribute to, or exacerbate the release of any Hazardous Substance, Pollutant, or Contaminant on BNSF's property or any public right of way traversing BNSF's property.

(C) If the contractor (or any of its employees, agents, or subcontractors) discovers any Hazardous Substance, Pollutant, or Contaminant including but not limited to any non-containerized commodity or material, on BNSF's property or any public right of way traversing BNSF's property while performing the work under this contract, the contractor shall immediately notify BNSF's Resource Operations Center at (800) 832-5452 of such discovery and shall take the actions set forth in subsections 1717.1 and 1717.2. In addition, if such discovery occurs, the contractor will take safeguards necessary to protect its employees, subcontractors, agents, and/or third parties, and exercise due care with respect to the Hazardous Substance, including the taking of all appropriate measures to minimize the impact of the release of such Hazardous Substance, Pollutant, or Contaminant.

RESOLUTION NUMBER 25-_____

**RESOLUTION APPROVING MNDOT CONSTRUCTION PLANS FOR
MnDOT PROJECT SP 4210-61 (TH 68)
AND AUTHORIZING THE CONSTRUCTION TO OCCUR
ON CITY RIGHT-OF-WAY**

WHEREAS, the City of Marshall has been provided with the design plans for SP 4210-61 (TH68), the "Project";

AND WHEREAS, said Project will include rail crossing enhancements, along with the installation of new drainage intakes and an 18" pipe crossing of the BNSF railroad;

AND WHEREAS, MnDOT will install subgrade drainage beneath TH 68 and the railroad tracks to enhance the long-term durability of the crossing;

AND WHEREAS, said project will include construction of drainage facilities that will be located on City Right-of-Way, as well as MnDOT Right-of-Way;

AND WHEREAS, said Project will require execution of a joint agreement between the City, MnDOT, and BNSF;

AND WHEREAS, the City is not cost participating in this construction Project;

AND WHEREAS MnDOT will acquire Temporary Orders from the City of Marshall to complete the drainage portion of the Project;

AND WHEREAS, the City of Marshall will maintain the proposed storm sewer facilities as outlined in Mn/DOT Agreement No. 90606-R, Article VI, Section D paragraph 1, and as modified by the Project.

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

1. The City of Marshall hereby approves the MnDOT construction plans for MnDOT Project SP 4210-61 (TH 68) and authorizes the construction to occur on City of Marshall Right-of-Way.

Passed and adopted by the City Council this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

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

PRE-LETTING
SERVICES
SECTION

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE CONSTRUCTION
AGREEMENT

Mn/DOT
AGREEMENT NO.

90606-R

S.P. 4210-38 (T.H. 68=68)
Fed. Proj. STPX 4207(027)

The State of Minnesota
Department of Transportation, and

The City of Marshall

Re: City cost utilities, parking,
lighting, aesthetics and signal
construction by the State on
T.H. 68

AMOUNT ENCUMBERED

(None)

ESTIMATED AMOUNT
RECEIVABLE

\$1,890,528.30

THIS AGREEMENT is made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State" and the City of Marshall, Minnesota, acting by and through its City Council, hereinafter referred to as the "City".

WHEREAS, the State is about to perform grading, concrete surfacing, curb and gutter, sidewalk, municipal utilities, lighting, landscaping, traffic control signal construction and other associated construction upon, along and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits in accordance with State plans, specifications and special provisions designated as State Project No. 4210-38 (T.H. 68=68) and in the records of the Federal Highway Administration as Minnesota Project STPX 4207(027); and

WHEREAS, at the request of the City, the State included in its contract colored and stamped concrete walk, aesthetic lighting, aesthetic crosswalks, landscaping, parking, water main and sanitary sewer construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 68; and

WHEREAS, the State shall provide the City a bid based lump sum credit as the State's share of City requested colored and stamped concrete walk as hereinafter set forth; and

WHEREAS, the State shall provide the City lump sum credits as the State's share of aesthetics and first move relocation of continuous standard lighting along Trunk Highway No. 68 in amounts equal to \$54,000.00 and \$139,000.00, respectively; and

WHEREAS, Minnesota Statutes Section 161.45, subdivision 2 allows for utility work to be included in a State contract and payment for such work in accordance with applicable statutes and rules for utilities on trunk highways; and

WHEREAS, Minnesota Rule 8810.3300, subpart 3, allows for the State to reimburse the City for the cost of the first relocation of City-owned lighting located within the limits of a City street at the time that

the street was taken over by the State as a trunk highway, when such relocation is required by construction or reconstruction of the trunk highway; and

WHEREAS, the State has determined that there is justification and it is in the public's best interest to remove the existing traffic control signals and install new traffic control signals including street lights and signing (Traffic Control Signals) on Trunk Highway No. 59/Trunk Highway No. 68 (West Main Street) at 3rd Street (System "A"), 4th Street (System "B"), 5th Street (System "C") and the west junction of Trunk Highway No. 59 (System "D"); and install a traffic control signal interconnect (Interconnect) on Trunk Highway No. 59/Trunk Highway No. 68 (West Main Street) from 5th Street to junction Trunk Highway No. 19/Trunk Highway No. 59 (College Drive); and

WHEREAS, it is considered in the public's best interest for the State to provide four new signal cabinets and controllers and four new battery backup ready service cabinets (State-furnished materials) for said new traffic control signal systems; and

WHEREAS, the City is willing to participate in the costs of the State-furnished materials for Systems "A", "B", and "C" in the lump sum amount of \$31,122.00; and

WHEREAS, the City requests and the State agrees to the installation of Emergency Vehicle Pre-emption systems (EVP system) as a part of the new traffic control signal system installations; and

WHEREAS, the City requests that it perform certain aspects of the construction engineering in connection with the water main, sanitary sewer and lighting construction and other associated construction

shown as 100 percent City cost participation construction in the plan and the State concurs in that request; and

WHEREAS, the City has expressed its willingness to participate in the costs of the colored and stamped concrete walk, aesthetic lighting, aesthetic crosswalks, landscaping, parking, traffic control signal, water main and sanitary sewer construction and associated construction engineering as hereinafter set forth; and

WHEREAS, it is anticipated that Federal funding will be applied to certain portions of the City cost participation construction, and if so, the cost of the City participation construction and associated construction engineering will be reduced by the amount of Federal funding received therefor; and

WHEREAS, in connection with the State contract, compensation for road life consumed by the Trunk Highway No. 68 detour will be provided for under Agreement No. 90605 between the State and Lyon County; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purpose of constructing, maintaining and improving the trunk highway system.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - RESPONSIBILITIES OF THE STATE

Section A. Contract Award

The State shall advertise for bids and award a construction contract to the lowest responsible bidder for State Project No. 4210-38 (T.H. 68=68) in accordance with State plans, specifications and special provisions which are on file in the office of the

Commissioner of Transportation at St. Paul, Minnesota, and are incorporated into this Agreement by reference.

Section B. Direction and Supervision of Construction

The State shall direct and supervise all construction activities performed under the construction contract, and, except as provided in Article II hereunder, perform all construction engineering functions in connection with the contract construction. All contract construction shall be performed in compliance with the approved plans, specifications and special provisions.

Section C. Plan Changes, Additional Construction, Etc.

The State shall make changes in the plans and contract construction, which may include the City cost participation construction covered under this Agreement, and shall enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. However, the State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City cost participation construction covered under this Agreement.

Section D. Satisfactory Completion of Contract

The State shall perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

Section E. State-furnished Materials

The State shall furnish four new signal cabinets and controllers and four new battery backup ready service cabinets to operate traffic control signal Systems "A", "B", "C" and "D".

ARTICLE II - RESPONSIBILITIES OF THE CITY

Section A. Construction Engineering Performed by the City

The City shall assign its City Engineer or other registered professional engineer to the construction engineering to be performed in connection with the water main, sanitary sewer and lighting construction and other associated construction shown as 100 percent City cost participation construction in the plan. The engineer so assigned shall act under the supervision and direction of the State. All construction inspection, control of materials, staking and associated documentation for the 100 percent City cost participation construction to be performed in accordance with the plans, specifications and special provisions, and in accordance with the recognized and accepted practices and procedures as set forth in various State manuals which includes the State's current "Standard Specifications for Construction" under Specifications No. 1601 through and including No. 1609, shall be the responsibility of the engineer so assigned.

The City shall also furnish other personnel, services, supplies and equipment as shall be necessary in order to properly carry on the 100 percent City cost participation construction.

Section B. Documentation of City Engineered Construction Costs

At regular intervals after the State's contractor has started the 100 percent City cost participation construction, the City shall prepare partial estimates of the 100 percent City cost participation construction costs in accordance with the terms of the construction contract. Immediately after the preparation of each partial estimate, the City's engineer assigned to the 100 percent City cost participation construction shall submit the partial estimate to the State. The City shall also prepare the final estimate data for the 100 percent City cost participation construction and submit the final estimate to the State. Quantities listed on the partial and final

estimates shall be documented in accordance with the guidelines set forth in the applicable documentation manual.

ARTICLE III - INSPECTION OF CONSTRUCTION

When the State's contractor has completed the 100 percent City cost participation construction, the City shall inspect it and upon the completion of the inspection advise the State whether or not the 100 percent City cost participation construction performed should be accepted by the State as being performed in a satisfactory manner. If the City should, after the inspection, recommend to the State that it should not accept the 100 percent City cost participation construction, then the City shall, at the time such recommendation is made, identify the specific defects in the 100 percent City cost participation construction and the reasons why the 100 percent City cost participation construction should not be accepted. Any recommendations made by the City are not binding on the State. The State shall have the right to determine whether or not the 100 percent City cost participation construction has been acceptably performed and the right to accept or reject the 100 percent City cost participation construction.

The remainder of the City cost participation construction covered under this Agreement shall be open to inspection by the City. If the City believes such City cost participation construction has not been properly performed or that the construction is defective, the City shall inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State shall have the exclusive right to determine whether the State's contractor has satisfactorily performed such City cost participation construction.

ARTICLE IV - BASIS OF PAYMENT BY THE CITY**Section A. SCHEDULE "I"**

A Preliminary SCHEDULE "I" is attached and incorporated into this Agreement. The Preliminary SCHEDULE "I" includes all anticipated City cost participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

Section B. City Cost Participation Construction

The City shall participate as indicated in the following construction to be performed upon, along and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits under State Project No. 4210-38 (T.H. 68=68). The construction includes the City's proportionate share of item costs for mobilization and traffic control.

1. 100 Percent shall be the City's rate of cost participation in all of the water main, sanitary sewer, colored and stamped concrete walk, lighting, landscaping and aesthetics construction. The construction includes, but is not limited to, those construction items as tabulated on Sheets No. 2 thru No. 4 of the attached Preliminary SCHEDULE "I".

The City shall receive lump sum credits from the State as the State's full and complete lump sum cost share for aesthetics (\$54,000.00) and first move relocation of standard continuous lighting (\$139,000.00) as shown on Sheet No. 1 of the attached Preliminary SCHEDULE "I."

The City shall receive a bid based lump sum credit from the State as the State's share of the City requested colored and stamped concrete walk as shown on Sheet No. 1 of the attached Preliminary SCHEDULE "I". The lump sum amount shall be equal to

the sum of the total estimated quantities of 4" Concrete Walk Special and 4" Concrete Walk Special 1 multiplied by the unit bid price of 4" Concrete Walk.

2. 20 Percent minus all anticipated City Federal-aid funding shall be the City's rate of cost participation in all of the new parking construction requested by the City. The construction includes, but is not limited to, those construction items as tabulated on Sheet No. 5 of the attached Preliminary SCHEDULE "I".
3. 8 Percent minus all anticipated City Federal-aid funding shall be the City's rate of cost participation in all of the sidewalk and perpetuated parking construction requested by the City. The construction includes, but is not limited to, those construction items as tabulated on Sheet No. 5 of the attached Preliminary SCHEDULE "I".
4. 33 Percent shall be the City's rate of cost participation in all of the traffic control signal System "A" construction.
33 Percent of the total contract quantity for construction item Full Traffic Actuated Traffic Control Signal System "A" shall be tabulated as 100% City Cost on Sheet No. 6 of the attached Preliminary SCHEDULE "I".
5. 50 Percent shall be the City's rate of cost participation in all of the traffic control signal System "B" construction.
50 Percent of the total contract quantity for construction item Full Traffic Actuated Traffic Control Signal System "B" shall be tabulated as 100% City Cost on Sheet No. 6 of the attached Preliminary SCHEDULE "I".
6. 50 Percent shall be the City's rate of cost participation in all of the traffic control signal System "C" construction.

50 Percent of the total contract quantity for construction item Full Traffic Actuated Traffic Control Signal System "C" shall be tabulated as 100% City Cost on Sheet No. 6 of the attached Preliminary SCHEDULE "I".

7. 36 Percent shall be the City's rate of cost participation in all of the traffic control signal interconnect construction.

36 Percent of the total contract quantity for construction item Traffic Control Interconnection shall be tabulated as 100% City Cost on Sheet No. 6 of the attached Preliminary SCHEDULE "I".

8. A lump sum in the amount of \$31,122.00 shall be the City's full and complete lump sum cost share for State-furnished Materials as tabulated on Sheet No. 6 of the attached Preliminary SCHEDULE "I".

Section C. Construction Engineering Costs

The City shall pay a construction engineering charge in an amount equal to 5 percent of the cost of the 100 percent City cost participation construction cover under Section B.1 of this article and an amount equal to 8 percent of the cost of the remainder of the City cost participation construction covered under Sections B.2 thru B.8.

Section D. Addenda, Change Orders and Supplemental Agreements

The City shall share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City cost participation construction covered under this Agreement.

Section E. Liquidated Damages

All liquidated damages assessed the State's contractor in connection with the construction contract shall result in a credit shared by each party in the same proportion as their total construction cost

share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

Section F. City Cost May Include Anticipated Federal Aid

It is anticipated that Federal funding will be applied to the City cost participation construction as indicated in Section B of this article, and to the associated construction engineering. City costs shall include an amount equal to all anticipated Federal funding not applied to the City cost participation construction and associated construction engineering.

ARTICLE V - PAYMENT BY THE CITY

Section A. Estimate and Advancement of the City's Cost Share

It is estimated that the City's share of the costs of the contract construction, minus lump sum credits, plus State-furnished Materials cost share, plus the construction engineering cost share is the sum of \$1,890,528.30 as shown in the attached Preliminary SCHEDULE "I". Upon award of the construction contract the State shall prepare a Revised SCHEDULE "I" based on construction contract unit prices.

After the following conditions have been met, the City shall advance to the Commissioner of Transportation the City's total estimated construction cost share, which does not include the construction engineering cost share, as shown in the Revised SCHEDULE "I":

1. Execution and approval of this Agreement and the State's transmittal of it to the City along with a copy of the Revised SCHEDULE "I".
2. Receipt by the City of a written request from the State for the advancement of funds.

Section B. Final Payment by the City

Upon completion and acceptance of the contract construction, computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State shall prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" shall be based on final quantities, and include all City cost participation construction items, minus lump sum credits, plus State-furnished Materials cost share and the construction engineering cost share covered under this Agreement. In accordance with Article IV, Section F. of this Agreement, the Final SCHEDULE "I" shall also include City costs in an amount equal to all Federal funding not applied to the City cost participation construction and associated construction engineering. If the final cost of the City participation covered under this Agreement exceeds the amount of funds advanced by the City, the City shall, upon receipt of a request from the State, promptly pay the difference to the State without interest. If the final cost of the City participation covered under this Agreement is less than the amount of funds advanced by the City, the State shall promptly return the balance to the City without interest.

Pursuant to Minnesota Statutes Section 15.415, the State waives claim for any amounts less than \$5.00 over the amount of City funds previously advanced to the State, and the City waives claim for the return of any amounts less than \$5.00 of those funds advanced by the City.

Section C. Acceptance of City's Cost and Completed Construction

The computation by the State of the amount due from the City shall be final, binding and conclusive. Acceptance by the State of the completed contract construction shall be final, binding and

conclusive upon the City as to the satisfactory completion of the contract construction.

ARTICLE VI - GENERAL PROVISIONS

Section A. Plan Changes

The City may request changes in the plans. If the State determines that the requested plan changes are necessary or desirable, the State will cause those plan changes to be made.

Section B. Replacement of Castings

The City shall furnish the State's contractor with new castings and parts for all in-place City-owned facilities constructed hereunder when replacements are required, without cost or expense to the State or the State's contractor, except for replacement of castings and parts broken or damaged by the State's contractor.

Section C. Utility Permits

The City shall submit to the State's Utility Engineer an original permit application for all City-owned utilities, including lighting, to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits shall be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).

The City, through the State, shall submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, pursuant to Minnesota Statutes Section 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction to be performed by others under the construction contract. When the Minnesota Pollution Control Agency issues that permit or waiver, the City will promptly furnish the State a copy of that permit or waiver so that the State's contractor may perform the

construction or reconstruction. The City is advised that pursuant to Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

Section D. Maintenance by the City

Upon satisfactory completion of the storm sewer facilities construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper routine maintenance of those facilities, without cost or expense to the State. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes, repair of minor erosion problems, and minor structure and pipe repair, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.

Upon satisfactory completion of the City-owned utilities construction to be performed within the corporate City limits under the construction contract, the City shall become the owner of and provide for the proper maintenance of those utilities, without cost or expense to the State.

Upon satisfactory completion of the walkways, including colored and stamped concrete walk, construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of the walkways, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, and any other maintenance activities necessary to

perpetuate the walkways in a safe, usable and aesthetically acceptable condition.

Upon completion of the lighting facilities construction, including ornamental street and aesthetic accent lighting, to be performed within the corporate City limits under the construction contract, the City shall become the owner of and provide for the proper maintenance of and keep in repair those facilities, without cost or expense to the State. The City will pay all monthly electrical service expenses necessary to operate the lighting facilities. The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles.

Upon satisfactory completion of the aesthetic planters, bollards, amenity poles, tree grates and trash receptacles construction and any other aesthetic feature construction performed upon, along, and adjacent to Trunk Highway No. 68 within the corporate City limits under the construction contract, the City shall become the owner of and provide for the proper maintenance of and keep in repair these items to perpetuate them in a safe, usable and aesthetically acceptable condition, without cost or expense to the State.

Upon satisfactory completion of the landscape construction to be performed within the corporate City limits under the construction contract and after the expiration of the contractor's two year landscaping materials warranty period, the City shall provide for the proper maintenance of the landscape materials placed under the construction contract without cost or expense to the State. Maintenance shall include, but not be limited to, removal and/or replacement of all materials that fail to survive.

Section E. Signal Maintenance

Upon satisfactory completion of the traffic control signal Systems "A", "B", "C" and "D" construction to be performed within the corporate City limits under the construction contract, the City shall provide for the following, without cost or expense to the State.

1. Maintain the traffic control signal attached luminaires and all of its components, including replacing the luminaire when necessary.
2. Re-lamp the new traffic signals and luminaires.
3. Clean and paint the new traffic signals, cabinets and luminaire mast arm extensions.
4. Paint and maintain pedestrian crosswalk markings, including the colored concrete pedestrian crossings.

The State shall, at its cost and expense, maintain the signing and perform all other traffic control signal and street light maintenance for traffic control signal Systems "A", "B", "C" and "D" and maintain the interconnect on Trunk Highway No. 59/Trunk Highway No. 68 (West Main Street) from 5th Street to junction Trunk Highway No. 19/Trunk Highway No. 59 (College Drive).

The City shall be responsible for the cost and application to secure an adequate power supply to the traffic signal service pads or poles. Upon satisfactory completion of the traffic signal construction to be performed within the corporate City limits under the construction contract, the City shall pay all monthly electrical service expenses necessary to operate the traffic signals, their interconnection and the EVP systems, without cost or expense to the State.

Section F. Operation of EVP Systems

The EVP systems shall be installed, operated and removed in accordance with the following conditions and requirements.

1. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01, subdivision 5. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City shall provide the State's District Engineer or his authorized representative with a list of all City-owned vehicles with emitter units.
2. Upon the City gaining knowledge of a malfunction of an EVP system, the City shall immediately report such malfunction to the State.
3. If an EVP system or its components are, in the opinion of the State, being misused or the conditions set forth in item 1 of this section are violated, and such misuse or violation continues after the State has provided written notice to the appropriate party, the State may remove the EVP system. Upon removal of the EVP system pursuant to this paragraph, all of its parts and components become the property of the State.
4. The State shall determine all timing and perform all maintenance of the EVP systems.

Section G. Traffic Signal Timing and Related Agreements

The State shall determine all timing of the traffic signals constructed within the corporate City limits under the construction contract and no changes may be made except with the written approval of the State.

Upon execution and approval of this Agreement, and completion of the contract construction, this Agreement supersedes and terminates the following Traffic Control Signal Agreements: No. C-1376, dated December 1, 1954; and No. C-1914, dated July 30, 1957; and No. 53966, dated May 26, 1964; and No. 58530M, dated April 12, 1977; all between the City and the State.

Section H. Additional Drainage

Neither party to this Agreement shall drain any additional drainage into the storm sewer facilities to be constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Willmar and is incorporated into this Agreement by reference.

Section I. Future Responsibilities

Upon satisfactory completion of the contract construction to be performed within the corporate City limits under the construction contract, the City shall thereafter accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the aesthetic planters, bollards, amenity poles, tree grates, trash receptacles and lighting facilities, and all of the facilities a part thereof constructed hereunder, without cost or expense to the State.

Section J. Examination of Books, Records, Etc.

As provided by Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of

each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

Section K. Claims

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Section 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

Section L. Agreement Approval

Before this Agreement becomes binding and effective, it shall be approved by a City Council resolution and executed by such State and City officers as the law may provide in addition to the Commissioner of Transportation or their authorized representative.

ARTICLE VII - AUTHORIZED AGENTS

The State's Authorized Agent for the purpose of the administration of this Agreement is Maryanne Kelly-Sonnek, Municipal Agreements Engineer, or her successor. Her current address and phone number are 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155, (651) 296-0969.

The City's Authorized Agent for the purpose of the administration of this Agreement is Glen Olson, City Engineer, or his successor. His current address and phone number are 344 West Main Street, Marshall, MN 56258-1313, (507) 537-6773.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

CITY OF MARSHALL

By [Signature]
Mayor

Date 2-12-07

By Thomas M. Mendenhall

Title Finance Director/City Clerk

Date 2-12-07

DEPARTMENT OF TRANSPORTATION

Recommended for approval:

By [Signature]
District Engineer

Approved:

By [Signature]
State Design Engineer

Date Mar 16 2007

Approved as to form and execution:

By [Signature]
Contract Management

Date 3/19/07

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By [Signature]

Date 3/30/07

Date: March 13, 2025

Jason Anderson
City Engineer
344 West Main Street
Marshall, MN 56258

RE: Proposed Const. Agreement No. **1059246**
City of Marshall
S.P. 4210-61 (T.H. 68=068)
State Funds
State cost compensation for road life Consumed by the T.H. 68 detour.

Dear Mr. Anderson:

Transmitted herewith is a proposed agreement with the City of Marshall. This agreement provides for payment by the State to the City for road life consumed on Channel Parkway used as a Temporary Trunk Highway detour.


Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the agreement. Also required is a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document and all parties must sign in succession on the same document. The City Council's resolution must be attached to the PDF prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Please return the signed agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,

**Phillip
DeSchepper**

 Digitally signed by Phillip
DeSchepper
Date: 2025.03.13 12:43:03 -05'00'

Phillip DeSchepper, P.E.
D8 Agreements

Enc. Proposed Agreement
Resolution

cc: CoopAgreements.DOT@state.mn.us
File

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MARSHALL
DETOUR AGREEMENT
For Trunk Highway No. 68 Detour**

State Project Number (S.P.): 4210-61
Trunk Highway Number (T.H.): 68=068

Original Amount Encumbered
\$2,682.69

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

Recitals

1. The State is about to perform pavement removal, pavement replacement, and drainage construction upon, along, and adjacent to Trunk Highway No. 68 from 99 feet southeast of 8th Street to 137.8 feet northwest of 7th Street under State Project No. 4210-61 (T.H. 68=068); and
2. The State requires a detour to carry T.H. 68 traffic on Channel Parkway during the construction; and
3. The City is willing to maintain the T.H. 68 detour; and
4. The State is willing to reimburse the City for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Term of Agreement;

- 1.1. Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the City, and pays for the detour compensation.

2. Agreement Between the Parties

2.1. Detour.

- A. Location(s).** The State will establish the T.H. 68 detour route on the following City street as detailed in the project plans or Special Provisions:

Channel Parkway for a total distance of 1.6 miles.
- B. Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the City for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.3.B, the Agreement will be amended.

- C. **Axle Loads and Over-Dimension Loads.** The City will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Duration.** The State will provide the City with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. **Maintenance.**

- A. The City will maintain the portion of the detour that is on City streets, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Willmar.
- B. **City's Failure to Adequately Maintain.** If the City fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 68 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the City under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the City for any breach of agreement.

2.3. **Basis of State Cost.**

- A. **Road Life Consumed.** The State will reimburse the City for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the city streets length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii. The City may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The City will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. **Maintenance Costs.** The State's detour maintenance cost will be equal to 115% of the amount computed by using the "Gas Tax Method" formula under Section 2.3.A, since the city streets are not designed to support 10-ton axle loads, and additional maintenance can be expected.

3. **Payment**

The State's payment consists of the sum of the road life consumed and maintenance amounts.

- 3.1. **For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Route</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Channel Parkway	0.00513	4,178	0.44	21	\$198.04
Channel Parkway	0.00513	8,400	1.16	21	\$1,049.72

Road Life Consumed Amount: **\$1,247.76**

3.2. For Maintenance. **\$1,434.93** is the State's estimated cost for detour maintenance based on 115% of the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the City under this Agreement.

3.3. Total Payment and Maximum Obligation.

- A. \$2,682.69** is the State's estimated payment for road life consumed (**\$1,247.76**) and maintenance (**\$1,434.93**).
- B. \$15,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4. Conditions of Payment. The State will pay the City the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A.** Execution of this Agreement and the City's receipt of the executed Agreement.
- B.** State's encumbrance of the State's total payment amount.
- C.** State's removal of all detour signs.
- D.** State notifies the City of the removal of the detour signs, and the number of days the detour was in effect.
- E.** State's receipt of a written request from the City for payment.

4. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the City releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the City streets used as a T.H. 68 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4934
E-Mail: malaki.ruranika@state.mn.us

5.2. The City's Authorized Representative will be:

Name, Title: Jason Anderson, City Engineer (or successor)
 Address: 344 West Main Street, Marshall, MN 56258
 Telephone: (507) 537-6773
 E-Mail: jason.anderson@ci.marshall.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The City and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the City.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.
- 11.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued

-4-

at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Purchase Order: 3000809127

CITY OF MARSHALL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF MARSHALL

RESOLUTION

IT IS RESOLVED that the City of Marshall enter into MnDOT Agreement No. 1059246 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the use and maintenance of Channel Parkway as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 68 from 99 feet southeast of 8th Street to 137.8 feet northwest of 7th Street under State Project No. 4210-61 (T.H.68=068).

IT IS FURTHER RESOLVED that the _____
(Title)
and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Marshall at an authorized meeting held on the _____ day of _____, 2025, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2025

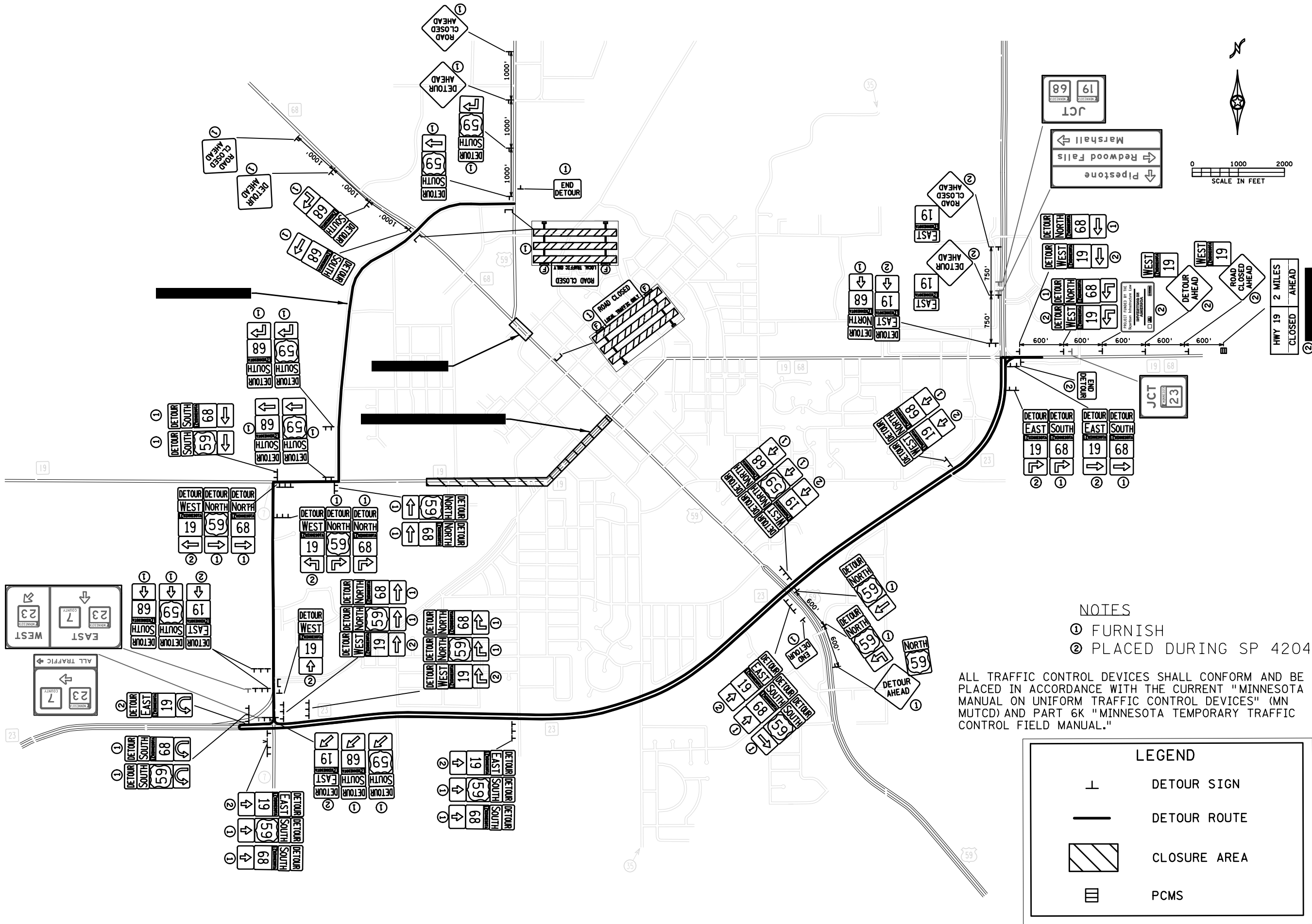
Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



NOTES
① FURNISH
② PLACED DURING SP 4204-40

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE PLACED IN ACCORDANCE WITH THE CURRENT "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART 6K "MINNESOTA TEMPORARY TRAFFIC CONTROL FIELD MANUAL."

LEGEND

T

DETOUR SIGN

—

DETOUR ROUTE

[Hatched Box]

CLOSURE AREA

[Horizontal Lines Box]

PCMS

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 25, 2025
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Alcorn – Economic Development Authority, Marshall Area Transit Committee, Public Housing Committee</p> <p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Lozinski –Joint LEC Management Committee, Marshall Municipal Utilities Commission, Police Advisory Board</p> <p>Moua-Leske – Adult Community Center, Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission</p> <p>Schafer – Airport Commission, MERIT Center Commission, SW Amateur Sports Commission, SW MN Emergency Communication Board</p> <p>Schroeder – Economic Development Authority, Joint LEC Management Committee, Planning Commission</p> <p>Schwartz – Cable Commission, Community Services Advisory Board, Library Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

City of Marshall, Minnesota

Cash & Investments

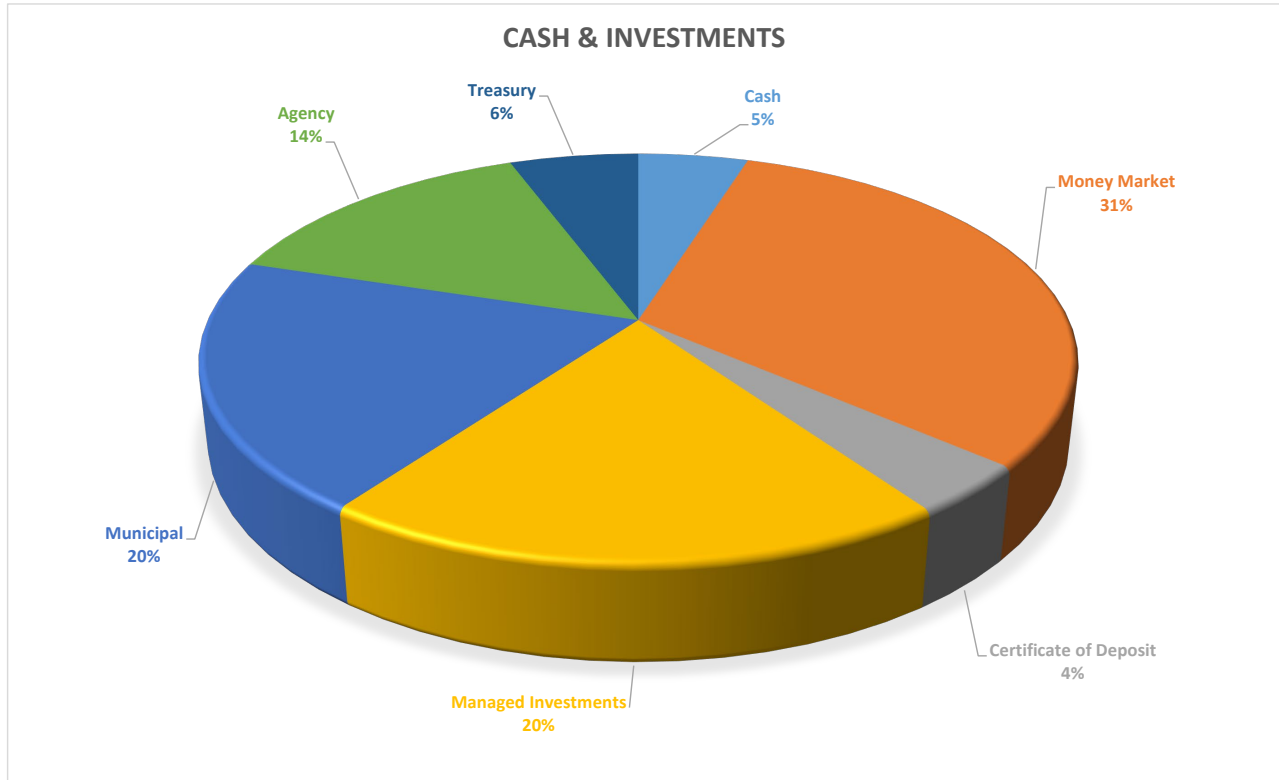
2/28/2025

CASH & INVESTMENTS:

	Par Value	YTM Rate
Checking - Bremer	2,133,800.20	0.00%
Money Market - US Bank	7,160,025.90	4.29%
Money Market - Wells Fargo	935,119.54	4.30%
Money Market - 4M	5,738,540.41	4.31%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	735,000.00	5.32% Average
Investment Portfolio - General Fund	2,851,526.90	
Investment Portfolio - WW/SW Capital Reserve	3,810,900.42	
Investment Portfolio - Endowment Fund	2,010,088.23	
Municipal - US Bank	8,710,000.00	4.41% Average
Certificate of Deposit - US Bank	990,000.00	4.54% Average
Agency - US Bank	3,000,000.00	5.05% Average
Treasury - US Bank	2,500,000.00	4.19% Average

TOTAL CASH & INVESTMENTS

43,930,001.60	4.06% Average YTM
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**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
MARCH 12, 2025**

MEMBERS PRESENT: Doom, Muchlinski, Lee, Stoneberg
MEMBERS ABSENT: Pieper, Deutz
OTHERS PRESENT: Ilya Gutman, Amanda Schroeder, Runchey

Call to Order.

The meeting was called to order by Chairperson Lee.

Approval of the Minutes.

Chairperson Lee asked for the approval of the minutes of the February 12, 2025 regular meeting of the Marshall Planning Commission. Chairperson Lee stated the date at the top should state February 12, 2025 not 2024. DOOM MADE A MOTION, SECOND BY STONEBERG, to approve the minutes as corrected. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 4:0.

Manufactured Home Park Closure Notice.

Gutman stated that the City received notice from Paul Schierholz on behalf of Schierholz & Associates of an intent to cease operation of Broadmoor Valley as a manufactured home park as of March 1, 2026. This notice triggers a statutory hearing process for the City under Minnesota Statute § 327C.07 et seq., and specifically Minn. Stat. § 327C.095. To simplify, the statute requires the city, as “host or steward” of the public, to ensure that the residents of the Park are getting notice of the intended closure, have an opportunity to be heard, and have opportunity to learn about options for financial reimbursement from a state fund. The Statute requires notification of the City’s Planning Commission, as a Planning agency of Marshall, which should pass it on to the City Council, once the city receives a closure notice, and it requires the City Council to establish a public hearing regarding the Park closure notice. At this hearing, the City Council must appoint a neutral third-party arbiter. The third-party neutral gathers information and acts as an arbitrator for requests from the park residents. Payment of the qualified neutral, based on the neutral’s hourly cost, comes from the Fund. Mr. Schierholz has indicated that the costs of maintaining the Park and the lack of public investment into Park facilities is creating the need to consider closure of the Park. Mr. Schierholz has not provided any specific information or insight with respect to his intentions with the property if Park is closed.

MUCHLINSKI MADE A MOTION, SECOND BY STONEBERG to pass the closure letter onto the Council and recommend calling for public hearing. ALL VOTED IN FAVOR. MOTION PASSED 4:0.

Other Business

Chairperson Lee welcomed Sara Runchey to the Planning Commission.

Adjourn

STONEBERG MADE A MOTION, SECOND BY DOOM, to adjourn the meeting. ALL VOTED IN FAVOR. MOTION PASSED 4:0. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,
Karla Ellis, Recording Secretary

City Indicators US Cenus Bureau and Other Sources

Topic	Marshall	Hutchinson	Willmar	Worthington	Fairmont	Brainerd	Bemidji	Austin	Albert Lea	Fergus Falls	North Mankato	New Ulm	Sauk Rapids	St. Peter	Detroit Lakes	Waseca
Bond Rating	AA	AA-	Aa3	AA-	Aa3	AA-	A1	Aa2	AA-	Aa3	AA	Aa2	AA	AA-	AA	Aa3
Population	13,906	14,701	21,335	13,614	10,240	14,563	15,743	26,171	18,269	14,214	14,091	13,925	13,775	12,291	9,981	9,221
Non-White	21%	6%	32%	52%	10.9%	6%	17.4%	32.7%	21.7%	4.6%	9%	6.1%	6.1%	17.8%	3.3%	15.8%
Owner - Occupied Housing	59.4%	69.2%	57.5%	63.3%	65.8%	57%	41.9%	69.6%	73.6%	63.5%	72.4%	74.6%	62.4%	60%	59.6%	70%
Total Retail Sales	\$ 526,813,000	\$ 428,518,000	\$ 700,360,000	\$ 351,573,000	\$275,566,000	\$333,615,000	\$912,388,000	\$411,521,000	\$689,818,000	\$514,053,000	\$323,351,000	\$411,551,000	\$185,694,000	\$129,550,000	\$623,944,000	\$152,041,000
Median Income	\$64,636	\$71,730	\$63,368	\$63,368	\$59,228	\$53,705	\$53,850	\$66,488	\$62,522	\$50,865	\$77,571	\$63,984	\$ 67,004	\$65,042	\$62,123	\$61,546
Mean Travel Time to Work - Minutes	11.4	21.7	12.9	18.2	15.2	18.8	16.5	17.7	18.9	12.8	15.4	12.5	20.2	15.3	14.1	20.4
Land Area Square Miles	10.22	8.6	14.15	7.34	15	12.13	14.58	13.33	13.29	14.38	6.11	10.16	6.29	6.06	11.12	4.01
Crime Rate Index (100 Being the Safest)	51	39	20	30	22	11	1	21	16	11	34	67	26	55	21	32
School Ratings (10 Being Best, MN)	7	8	4	3	6	8	6	4	5	9	9	9	6	7	8	6



MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
Bladholm Construction, Inc.	1310 COLLEGE DR E	Building Addition	3200000.00	03/13/2025
BLOMME/WILLIAM & DEBORAH J/JT	1127 HORIZON DR	Deck	13000.00	03/12/2025
JEFF GLADIS CONSTRUCTION LLC	803 WOODFERN DR	Re-Roofing	16000.00	03/12/2025
JEFF GLADIS CONSTRUCTION LLC	1211 PATRICIA CT	Re-Roofing	26640.00	03/11/2025
KIRCHER/CALEB G & BRENDA E/JT	1233 FAIRVIEW ST E, 1233 FAIRVIEW ST E	Re-Roofing, Re-Siding	16200.00	03/07/2025
LEON/MARIA E	602 BRUCE ST S	Re-Roofing	22500.00	03/11/2025
WELU PROPERTIES LLC	1300 US HWY 59 N	Accessory Building (Garages, Sheds, Gazebos, etc)	2500.00	03/12/2025



Upcoming Meetings

March

- 03/25 Public Improvement & Transportation Committee, 2:00 PM, City Hall
 - 03/25 Work Session, 4:30 PM, City Hall
 - 03/25 Regular Meeting, 5:30 PM, City Hall
-

April

- 04/08 Legislative & Ordinance Committee, 8:30 AM, City Hall
- 04/08 Board/Commission Interviews, 5:00 PM, City Hall
- 04/08 Regular Meeting, 5:30 PM, City Hall
- 04/14 Local Board of Appeal and Equalization, 4:30 PM, City Hall
- 04/22 Local Board of Appeal and Equalization Reconvene, 5:00 PM, City Hall
- 04/22 Regular Meeting, 5:30 PM, City Hall

2025 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 14, 2025
2. January 28, 2025

February

1. February 11, 2025
2. February 25, 2025

March

1. March 11, 2025
2. March 25, 2025

April

1. April 8, 2025
2. April 22, 2025

May

1. May 13, 2025
2. May 27, 2025

June

1. June 10, 2025
2. June 24, 2025

July

1. July 8, 2025
2. July 22, 2025

August

1. August 12, 2025
2. August 26, 2025

September

1. September 9, 2025
2. September 23, 2025

October

1. October 14, 2025
2. October 28, 2025

November

1. Monday, November 10, 2025
2. November 25, 2025

December

1. December 9, 2025
2. December 23, 2025

2025 Uniform Election Dates

- February 11, 2025
- March 04, 2025
- April 08, 2025
- May 13, 2025
- August 12, 2025
- November 04, 2025

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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