



**CITY OF MARSHALL**  
**City Council Meeting**  
**Agenda**  
**Tuesday, June 14, 2022 at 5:30 PM**  
**City Hall, 344 West Main Street**

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

1. Consider approval of the minutes from the regular meeting held on May 24, 2022.

**PUBLIC HEARING**

**AWARD OF BIDS**

2. Award of Quotation for Street Department Cold Storage Building Heating, Insulation and Overhead Garage Doors.

**CONSENT AGENDA**

3. Consider Approval of Red Baron Arena Sponsorship renewal with Ace Hardware.
4. Consider Request of Southwest Minnesota State University for Homecoming Parade (Saturday-October 1, 2022).
5. Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0290306 to Bolton & Menk, Inc.
6. Consider Grant of Driveway/Access Easement with Marshall ISD #413 (Lots 1 & 2, Block One, Mosch Addition).
7. Preliminary Plat of CDI Addition - Introduce Plat and Call for Public Hearing.
8. Surplus Item - Street Department Vehicle Hoist.
9. Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
10. Consider authorization to declare bicycles as surplus property for the Marshall Police Department.
11. Consider approval of the bills/project payments

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**OLD BUSINESS**

**TABLED ITEM**

**NEW BUSINESS**

12. Aquatic Center Update
13. Presentation of the 2021 City of Marshall Audit
14. Renewal of Bird Scooter Program in City of Marshall

**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.**

- [15.](#) Request for Conditional Use Permit Hope Harbor 219 North High Street
- [16.](#) Consider Resolution Authorizing Execution of Mn/DOT Grant Agreement No. 1050944 (S.P. A4201-105) for Taxiway Crack Fill w/ Seal Coat at the Airport.
- [17.](#) MPCA Chloride Reduction Grant – Water Softener Optimization/Rebate Program.
- [18.](#) Consider approval of the non-union employee wage schedules for 2022-2024
- [19.](#) Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

**COUNCIL REPORTS**

- [20.](#) Commission/Board Liaison Reports
- 21. Councilmember Individual Items

**STAFF REPORTS**

- 22. City Administrator
- 23. Director of Public Works
- 24. City Attorney

**ADMINISTRATIVE REPORTS**

- [25.](#) Administrative Brief

**INFORMATION ONLY**

- [26.](#) Building Permit Data

**ADJOURN TO CLOSED SESSION**

**MEETINGS**

- [27.](#) Upcoming Meetings

**ADJOURN**



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the minutes from the regular meeting held on May 24, 2022.
<b>Background Information:</b>	Enclosed are the minutes from the regular meeting held on May 24, 2022.
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to Human Resources Manager, Sheila Dubs, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the regular meeting held on May 24, 2022 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, May 24, 2022**

The regular meeting of the Common Council of the City of Marshall was held May 24, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Russ Labat, John DeCramer, and James Lozinski. Absent: Councilmember Steven Meister. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Jim Marshall, Director of Public Safety; Preston Stensrud, Parks Superintendent.

The Pledge of Allegiance was recited at this time.

Mayor Byrnes asked if there were any changes to the agenda. Attorney Simpson requested agenda item 14, Consider Request for Proposals for City Attorney Services, be removed. Simpson commented that the request for proposals is inconsistent with the terms of the Charter requirements. Following discussion, there was a consensus to operate under the current agenda.

**Consider approval of the minutes from the regular meeting held on May 10, 2022.**

Motion made by Councilmember Schafer, seconded by Councilmember Lozinski that the minutes from the regular meeting held on May 10, 2022 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

**Project ST-005: Rose Parking Lot Reconstruction Lot Project - 1) Resolution 22-055 Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution 22-056 Accepting Bid (Awarding Contract)**

Project ST-005 consists of reconstruction of the Rose Parking Lot adjacent to W. Lyon Street, pavement removal, and concrete paved surfacing. The Rose Parking Lot is located behind the Wooden Nickel. The parking lot is in poor surface condition and warrants replacement. There are no utilities that would be replaced as part of the project. Staff has met with the PI/T Committee to propose the layouts included in the Council packet. The proposed parking layout is generally the same as the current arrangement. The proposed project is included in the 2022 capital improvement plan (CIP).

The above-referenced project, or a portion thereof, may be financed by the sale of bonds with repayment coming from assessments and Debt Service Fund Levy. It is required that action be authorized by City Council via Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.

On May 18, 2022, the following bids were received for the above-referenced project:

<b>Bidder</b>	<b>Bid Amount</b>
R&G Construction Co. Marshall, MN	\$140,177.51
D&G Excavating, Inc. Marshall, MN	\$145,507.41

Duininck, Inc. Prinsburg, MN	\$154,567.00
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Councilmember Labat asked about the reason for one less handicap stall. Anderson indicated that the requirement is one accessible space per 25 stalls, in this project two would be required. Lozinski commented that additional accessible stalls have been added on 5<sup>th</sup> Street.

Motion made by Councilmember DeCramer, seconded by Councilmember Schafer, adopting Resolution 22-055 that authorizes the City to make capital expenditures with respect to Project ST-005 and also intends to reimburse the fund or account described below from which the capital expenditure will be initially paid from the proceeds of an issue of tax-exempt bonds issued at a future date. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

Motion made by Councilmember Schafer, seconded by Councilmember Labat adopting Resolution 22-056 accepting the bid from R&G Construction Co. for Project ST-005 and Mayor and City Clerk are hereby authorized and directed to enter into a contract with R&G Construction Co. of Marshall, Minnesota, in the amount of \$140,177.51, in the name of the City of Marshall for the above referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

**Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract).**

Public Works Director Anderson presented information on project ST-023 W. Lyon Street. The project limits include W. Lyon Street (E. College to N 1<sup>st</sup> Street). The proposed project was originally included in the scope of the Z82 (N. 1 St/Redwood/Marshall) Reconstruction Project constructed in 2021, however, it was delayed until further progress was made on development of Block 11. The developer of the Block 11 property has submitted for a building permit and is working with the City Attorney on finalization of the land ownership transaction. Staff is confident that the Block 11 redevelopment project is well on its way to construction this summer. With these developments set to occur, staff believes that the Council should feel comfortable moving forward with street reconstruction on this block.

This project, or a portion thereof, may be financed by the sale of bonds with repayment coming from assessments and Debt Service Fund Levy. It is required that action be authorized by City Council via Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.

On May 19, 2022, following bids were received for the above-referenced project:

Bidder	Bid Amount
R&G Construction Co. Marshall, MN	\$409,645.10

Duininck, Inc. Prinsburg, MN	\$428,686.65
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Public Works Director Anderson commented that this project will be financed with current special assessment policy. Lozinski asked where the additional funding is coming from. Moberg indicated that it would come from the bonding dollars for the parking lot projects planned for 2022. Labat commented that the City will be taking on the majority percentage of project costs. Anderson confirmed. Hanson asked if the Block 11 developer will be paying assessment fees. Anderson and Simpson confirmed that the developer would be paying assessment fees.

Motion made by Councilmember DeCramer, seconded by Councilmember Schafer, adopting Resolution 22-057, a Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project ST-023: W. Lyon Street (College to 1<sup>st</sup>) Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

Anderson commented that the parking in the map attachment has been since updated to reflect one side parallel and one side angled parking.

Motion made by Councilmember Schafer, seconded by Councilmember Lozinski, adopting Resolution 22-058 accepting the bid and authorizing staff to entering into an agreement with R&G Construction Co. of Marshall, Minnesota, in the amount of \$409,645.10 for Project ST-023: W. Lyon Street (College to 1<sup>st</sup>) Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 4-1.**

**Consider Approval of the Consent Agenda**

Councilmember Lozinski requested that item number 5, Project ST-024: Baldwin Parking Lot Reconstruction Project – Consider Authorization to Advertise for Bids, be removed from the consent agenda for further discussion.

Motion made by Councilmember Labat, seconded by Councilmember DeCramer, to approve the the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Labat, Councilmember DeCramer, Councilmember Lozinski. The motion **Carried. 5-0.**

Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0288838 to Bolton & Menk, Inc. in the amount of \$2,137.50.

Consider Grant of Permanent Easement with Unique Opportunities Marshall, LLC (Lot 2, Block One, Unique Addition).

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

Consider LG220 Application for Exempt Permit for Holy Redeemer Church.

Consider approval of the bills/project payments-Date Range: 05/13/2022 - 05/24/2022.

**Project ST-024: Baldwin Parking Lot Reconstruction Project – Consider Authorization to Advertise for Bids**

Public Works Director Anderson presented information on Project ST-024 Baldwin Parking Lot Reconstruction Project that would provide for pavement removal and concrete paved surfacing. The Baldwin Parking Lot is located behind City Hall. The parking lot is in poor surface condition and warrants replacement. There are no utilities that would be replaced as part of the project. Staff has met with the PI/T Committee to propose the layouts included in the Council packet. The proposed parking layout is generally the same as the current arrangement.

City staff continues to work with CenturyLink staff and our City Attorney to ensure that easements are in place to allow for construction activity to occur on land that is owned by CenturyLink. Discussion occurred on the construction proposed on CenturyLink property and whether the city should proceed. Public Works Director Anderson explained the use of CenturyLink property by the city and the general public, and the strong probability that improvement to that portion of the parking lot would not occur in the near or long-term future without the city's involvement. Easement agreements are on record with the city regarding city's use. Following discussion, Councilmember Labat called for the question.

Motion by Councilmember DeCramer, seconded by Councilmember Schafer to authorize bids authorize the advertisement for bids for Project ST-024: Baldwin Parking Lot Reconstruction Project as proposed, including the property owned by CenturyLink. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. Nay: Councilmember Labat. The motion **Passed. 4-1.**

**Consider the annual adoption of a Resolution 22-057 Declaring the Sounds of Summer as a Community Festival**

Motion by Councilmember Decramer, seconded by Lozinski, to adopt Resolution 22-057 declaring the Sounds of Summer Community event scheduled from August 18, 2022 through August 21, 2022 as a "Community Festival". Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: None. Abstaining: Councilmember Labat. The motion **Passed. 4-0-1.**

**Legislative Update**

The Mayor, staff, and guests presented an update on several legislative proposals related to the City of Marshall and currently not passed by the Legislature unless a Special Session occurs.

Mayor Byrnes provided a legislative update on the city's request for an extension of sales tax, tuition reimbursement for trades jobs, and local capital requests pertaining to the MERIT Center, SMSU, and renovation of the SMSU social science building to accommodate a learning center.

Cliff Carmody, Executive Director, of the Southwest West Central Service Cooperative and Kim Barse, ORB Management-Project Consultant, presented information on a bonding request to provide for an alternative learning center in cooperation with a SMSU building located on campus.

Public Safety Director Jim Marshall presented background history on the MERIT Center's proposed project phases including Phase 3 which would provide a gun range and a live burn structure.

Parks Superintendent Preston Stensrud reported on the current condition of the aquatic center pool and the uncertainty year to year on maintenance and equipment issues. The sales tax revenue that would provide funding for a new aquatic center is awaiting legislative action in a Special Session.

Administrator Hanson provided an update on the sales tax legislation and the need to revisit options for future construction if there is no special session.

Mayor Byrnes commented on the need for a special session and its importance to the projects mentioned above.

**Consider approval of labor agreements between the City of Marshall and Law Enforcement Labor Services, Inc., Local No. 245**

The 2019-2021 labor agreements with Law Enforcement Labor Services, Inc., Local No. 245 (LELS) expired on December 31, 2021. Tentative agreement with the union on contract terms for new three-year agreements (2022-2024) have been reached.

Human Resources Director reviewed the amended agreement and memorandum of understanding. The tentative agreement reached with the union is consistent with the amendments and general wage increases approved by the Council for the LELS 190 Patrol contract in April.

Councilmember Labat comment on vacation schedule and requested future amendments to clarify when the movement occurs.

Motion by Councilmember Labat, seconded by Schafer, to approve the labor agreement and memorandum of understanding between Law Enforcement Labor Services, Inc. Local No 245 and City of Marshall effective January 1, 2022 to December 31, 2024. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

**Consider Request for Proposals Indoor Recreation Facility and YMCA Collaboration Feasibility**

Administrator Hanson reviewed information related to indoor recreation facility background and the Marshall Area YMCA asking for assisting financially to assist in their future operations and capital improvement needs.

The City of Marshall in January of 2022 approved a resolution requesting sales tax authorization for an aquatic center and an indoor recreation facility. Since that time, current proposed legislation does not include an indoor recreation facility due the sentiment that additional information would be needed to garner legislature and public support.

Recently the city received a request from the Marshall Area YMCA to study financial viability and future recreation needs as a community and YMCA. In MN and nationwide, YMCAs and the communities in which they are located have explored or have existing arrangements with cities.

The Marshall YMCA had also initiated a capital campaign to raise \$5 million for renovations to the existing multipurpose and fitness spaces. Due to COVID pandemic membership numbers have de

and interest in pursuing a capital campaign has waned. The declining membership numbers also have meant declining revenues for the Marshall Area YMCA. In late 2020 and again in early 2022, the Marshall Area YMCA Board has approached the City of Marshall and formally requested that the city study the feasibility of the city of Marshall cooperating with the Marshall Area YMCA in the areas of recreation and other related programming as well as capital needs.

Administrator Hanson provided a Request for Proposals that would conduct a feasibility of an indoor recreation facility and conduct a feasibility study evaluating future operation options for the existing Marshall Area YMCA, currently owned by the Marshall Area YMCA. The study would also include a comprehensive needs assessment of current and future indoor recreation needs of our residents, and an analysis of the feasibility of constructing and operating an indoor recreation facility and maintaining the Marshall Area YMCA as a viable facility for future years.

Councilmember discussed the possibility of cost-sharing and cooperation from SMSU and the Marshall School District in this process.

Motion by Councilmember Schafer, seconded by DeCramer, authorizing the Request for Proposals for an Indoor Recreation Facility and YMCA Collaboration Feasibility Study. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0.**

#### **Consider Request for Proposals- City Attorney Services**

Per City Charter, the Mayor shall nominate to the City Council the person to be appointed as City Attorney for the City of Marshall. The City Council and the Mayor shall vote and confirm said appointment by majority vote. The City Attorney shall serve for a term of two (2) years, his/her term of office to begin on the first regular meeting in January after the municipal election and he/she shall continue in office until their successor is appointed.

The current term ends December 31, 2022. Earlier this year, the Mayor suggested to the Council that he would utilize an Request for Proposal (RFP) process to begin the nomination process.

Administrator Hanson provided information regarding the Request for Proposal process. Hanson commented on why the proposal offers three categories, General Council, Land Use, and Criminal Services, indicating that there is benefit to having some of these services remain local and to provide the Council with options.

Administrator Hanson reviewed the RFP documents and timeline. Earlier in the meeting City Attorney Simpson advised the Council that the current Charter states a person as City Attorney and not multiple persons as stipulated by the proposed RFP's that splits the duties between General Counsel, Land Use Services, and Criminal Services. Administrator Hanson stated that the General Counsel RFP would ultimately be the appointed City Attorney and contractually, the reporting structure of the remaining City Attorney work would be specified in the contract. Discussion from Mayor and Council included that the Charter doesn't prevent RFPs from being obtained and it would provide information to the Council on legal services available. Administrator Hanson stated that Council reserves the right to reject all proposals.

Attorney Simpson commented that the effective dates of the appointment present a potential gap in the timeline. Mayor Byrnes commented that the Charter Commission may need to review the existing language.

Motion by Councilmember Lozinski, seconded by Councilmember Labat, authorizing the Request for Proposals for City Attorney Services. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

### **Proposed 2023 budget timeline**

Director of Administrative Services Moberg reviewed budget timelines used in recent years and requested discussion about setting additional proposed dates and times for work sessions and special meetings relating to the 2023 budget.

The proposed dates and times include:

- July 26 at 4:00 pm – work session
- August 16 at 4:30 – work session / special meeting
- October 11 at 4:00 pm – work session
- November 22 at or after 7:00 pm – work session
- December 6 at 6:00 pm – special meeting

City Clerk will be scheduling a Canvassing Board meeting, tentatively on Friday, August 12 at noon, following the August 9 election.

Councilmembers requested that budget work sessions occur on the dates of regular Council meetings when possible.

Administrative Services Director Moberg provided information to the Council that there are new legislative requirements for the Truth in Taxation Notices.

### **Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities**

Mayor Byrnes reported on recent interviews for various openings on the Boards, Commission, Bureaus and Authorities. Mayor commented that the Council appreciates the interest of the citizens that volunteer and that community member participation is essential to the functioning of our boards and commissions.

Councilmember Labat requested that each Board and Commission be voted on separately.

Joyce Tofte to be appointed to the Diversity, Equity and Inclusion Commission to a term set to expire 5/31/25.

Michele Knife Sterner to be appointed to the Diversity, Equity and Inclusion Commission to a term set to expire 5/31/25.

Motion by Councilmember Lozinski, seconded by Councilmember Labat to approve the appointments to the Diversity, Equity, and Inclusion Commission. Voting Yea: Mayor Byrnes, Councilmember

Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried 5-0.**

Amanda Schroeder to be appointed to the Planning Commission to a term set to expire 5/31/25.  
Cathy Lee to be appointed to the Planning Commission to a term set to expire 5/31/25.  
Larry Doom to be appointed to the Planning Commission to fill an unexpired term set to expire 5/31/23.

Motion by Councilmember Labat, seconded by Councilmember DeCramer, to approve the appointments to the Planning Commission. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried 5-0.**

Lucas Tietz to be appointed to the Economic Development Authority to a term set to expire 5/31/28.

Motion by Councilmember DeCramer, seconded by Councilmember Schafer, to approve the appointments to the Economic Development Authority. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer. Voting Nay: Councilmember Labat, Councilmember Lozinski. The motion **Passed 3-2.**

**Commission/Board Liaison Reports**

Byrnes	No report
Schafer	No report
Meister	Absent
DeCramer	EDA Board action and discussion including Market Street Mall property, MMU Commission discuss on power sharing grid and potential rolling black-outs, providing assistance to granite falls during the May 12 wind/storm event, and a priority dashboard for MMU operations.
Labat	CVB planning a potential larger concert for SMSU Homecoming, upcoming Library meeting with the Joint Library Board.
Lozinski	No report.
Schafer	No report.

**Councilmember Individual Items**

Councilmember Schafer commented on MS4 requirements and prohibition of mowing grass in the gutter to comply with MPCA Stormwater requirements, baseball park seeding, and recognition of Memorial Day and its significance.

Councilmember Lozinski commended staff on purchasing practices for pool and saving tax dollars.

Councilmember Labat comments on weed spraying at Independence Park.

Councilmember DeCramer commented on the inclusive playground ribbon cutting event on May 25<sup>th</sup> at 3:30 p.m.

Mayor Byrnes provided a reminder on Ward 1 filing period until May 31, 2022 at 5:00 p.m. and commented on the storm events in May, which included an 80 mph wind event, and called upon Public Safety Director Marshall to report on the siren malfunction that occurred during the wind event and additional steps that have been taken to correct the situation in the future. Director Marshall provided an update and encouraged all residents to utilize Code Red and additional weather monitoring apps/information.

**City Administrator**

Administrator Hanson reported on Bird scooters, agreement will come back to the council at the next meeting.

**Director of Public Works**

Director of Public Works/ City Engineer provided an update on Independence Park project with trail and pond, and Plaza concrete pads have been installed in last few days.

DeCramer asked if there is a bike rack for the City Hall building. Administrator Hanson answered—waiting on concrete to cure to put them out.

**City Attorney**

City Attorney reported that Block 11 closing is tomorrow, June 1 work will begin on-site, and provided an update on Broadmoor Valley.

**Information Only**

There were no questions on the information items.

**Upcoming Meetings**

There were no questions on the upcoming meetings.

**Adjourn**

At 7:32 P.M., Motion made by Councilmember Schafer, seconded by Councilmember Lozinski to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

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Mayor

Attest:

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City Clerk



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	AWARD OF BIDS
<b>Type:</b>	ACTION
<b>Subject:</b>	Award of Quotation for Street Department Cold Storage Building Heating, Insulation and Overhead Garage Doors.
<b>Background Information:</b>	<p>The 2022 Capital Budget included \$75,000 for insulation and heating of the existing cold storage building at the Street Department property, located at 901 Oak Street. The scope of work included furnishing all of the labor, materials, and equipment needed to fully insulate and heat the existing 120' x 70' x 16' cold storage building and install two new, insulated overhead garage doors. The purpose of the project is to provide more climate-controlled storage space for critical City equipment. Maintaining our equipment and some of our temperature-sensitive materials is very important to the success of Street Department operations. On June 6, one quote was received from Sussner Construction, Inc. of Marshall, Minnesota.</p> <p>Cost estimates for the project were completed in 2021. After reviewing our proposed work plan with the Building Department, it was determined that we needed to increase the amount of insulation to meet Minnesota Building Code requirements. The increased insulation need, along with higher construction prices in 2022, resulted in the base bid amount coming in over-budget at \$89,700.</p> <p>In addition to the base bid, the City asked for two add-alternates to this quote. Alternate 1 included the addition of sheet metal around the lower 10-FT of the building to cover and protect the insulation. This alternate would cost an additional \$13,200. Alternate 2 included CO detectors and building ventilation of 0.75 CFM per building square foot. This alternate would cost an additional \$23,000. The Contractor identified a deduction of \$15,725 for the removal of the two, new insulated overhead garage doors. By removing the garage doors, we are able to complete building insulation and heating for a total cost of \$73,975.00.</p>
<b>Fiscal Impact:</b>	The 2022 Capital Budget included \$75,000 for insulation and heating of the existing cold storage building at the Street Department property.
<b>Alternative/Variations:</b>	that the Council remove the garage door installation from the project and award the quotation for heating and insulation to Sussner Construction of Marshall, Minnesota in the amount of \$73,975.00.
<b>Recommendation:</b>	that the Council award the quotation for heating, insulation and overhead garage doors to Sussner Construction of Marshall, Minnesota in the amount of \$89,700.00.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of Red Baron Arena Sponsorship renewal with Ace Hardware.
<b>Background Information:</b>	Visit Marshall continues to renew existing sponsorship agreements for the Red Baron Arena & Expo. Ace Hardware is a valued sponsor and supporter of the Arena facility. The only change to the renewal agreement is the term, which extends through July 2024. The agreement has been reviewed by the City Attorney.
<b>Fiscal Impact:</b>	Renewal is valued at \$3,000.00 per year (\$9,000.00 total) through July 31, 2024.
<b>Alternative/Variations:</b>	N/A
<b>Recommendations:</b>	Approval of the renewal as presented.

## **SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (the “Agreement”) is entered into as of July 1, 2022 (the “Effective Date”) by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the “City”), and Marshall Lumber Co., dba Ace Hardware of Marshall, (the “Sponsor,”) and together with the City, (the “Parties”).

### **RECITALS**

**WHEREAS**, the City is engaged in the management and the operation of the arena and expo center, known as the Red Baron™ Arena & Expo, and four softball/youth baseball fields yet to be named, hereafter referred to as the “Property,” located in Marshall, MN;

**WHEREAS**, the Sponsor wishes to be a sponsor of the Property by providing financial support in exchange for certain rights to be granted in connection with the Property and agrees to do so under the terms and conditions of this Agreement;

**WHEREAS**, the City wishes to grant the Sponsor certain rights in connection with the Sponsorship on the terms and conditions set forth below; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

#### **1. GRANT OF RIGHTS.**

As consideration for the Sponsorship Rights, as such term is defined in Exhibit A, the City hereby grants the Sponsor the rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property and agrees to perform all of the City’s obligations hereunder.

#### **2. SPONSORSHIP FEE.**

The total Sponsorship Fee, as such term is defined in Exhibit A, for the Sponsorship Rights and the schedule of payments of the Sponsorship Fee shall be as set forth in Exhibit A hereto.

#### **3. TERM.**

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4(B) of this Agreement, until July 31, 2024, (the “Term”).

#### **4. SPONSORSHIP RENEWAL AND TERMINATION.**

##### **(A) SPONSORSHIP RENEWAL.**

The Sponsor shall have the right of first negotiation to negotiate the renewal of the Sponsorship Rights at completion of the Term. The City shall negotiate exclusively with

the Sponsor for a period of one hundred eighty (180) days prior to the expiration of the Term with respect to the terms and conditions of the Sponsorship Rights for the next offering from the City.

(B) **TERMINATION.**

This Agreement may be terminated:

- (i.) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within ninety (90) days of receipt of written notice thereof.
- (ii.) By either Party, for failure to comply with Section 7 of this Agreement by the other Party, if the other Party's failure to comply is not cured within ninety (90) days of receipt of written notice thereof.
- (iii.) By either Party at any time and on provision of written notice, if any of the other Party's representations and warranties under this Agreement prove to be inaccurate in any material respects.
- (iv.) By either Party at any time and without prior notice, if the other Party is convicted of any crime or offense, or is guilty of serious misconduct in connection with performance under this Agreement.

**5. RESPONSIBILITIES.**

(A) Of the City. The City agrees to do each of the following:

- (i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.
- (ii) Organize, produce, and supervise events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.
- (iii) Make all arrangements for the use of the venue, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.
- (iv) Deliver the Property Trademarks (as defined in Section 7(B) below) to the Sponsor within one hundred eighty (180) days of the Effective Date.
- (v) Provide adequate professional security for the Events and take reasonable steps to ensure the safety of all workers, volunteers, and persons attending the Events.
- (vi) Use best efforts to obtain appropriate media coverage of the Property.
- (vii) Use best efforts to promote the Property and maximize attendance.

(B) Of the Sponsor. The Sponsor agrees to do each of the following:

- (i) Provide all assistance and cooperation to the City that is necessary in connection with the Sponsor's Sponsorship Rights of the Property.
- (ii) Deliver the Sponsor Trademarks (as defined in Section 7(A) below) to the City within ninety (90) days of the Effective Date.
- (iii) Provide event coordinators a preferred vendor discount of 5% off total bill for rentals used within the Red Baron Arena and Expo.

**6. PARTIES' REPRESENTATIONS AND WARRANTIES.**

- (A) The Parties each represent and warrant as follows:
  - (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
  - (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
  - (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (B) The City hereby represents and warrants as follows:
  - (i) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
  - (ii) The City shall notify the Sponsor of any changes that would materially change the deliverable elements at least ninety (90) days before implementing such changes.
  - (iii) The obligations required by this Agreement shall be performed by the City or the City's staff, and the Sponsor shall not be required to hire, supervise, or pay any assistants to help the City perform such obligations.
- (C) The Sponsor hereby represents and warrants as follows:
  - (i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.
  - (ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

**7. TRADEMARKS.**

- (A) Sponsor Trademarks.
  - (i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a "Sponsor Trademark" and collectively, the "Sponsor Trademarks") only in connection with the promotion and

advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term. The City agrees to obtain the consent of the Sponsor before each use, display, and reproduction of the Sponsor Trademarks.

- (ii) Ownership. All Sponsor Trademarks provided, leased, or licensed to the City in connection with the Property are the Sponsor's sole property, and the City has no ownership or other intellectual property rights in or to such items.
- (iii) No Infringement. The Sponsor represents and warrants to the City and unconditionally guarantees that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use each of these elements.

(B) Property Trademarks.

- (i) License. The City hereby grants the Sponsor a non-exclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a "Property Trademark" and collectively, the "Property Trademarks") only in connection with the promotion and advertisement of the Sponsor's products and services during the Term and any Renewal Term. The Sponsor agrees to obtain the consent of the City before each use, display, and reproduction of the Property Trademarks.
- (ii) Ownership. All Property Trademarks provided, leased, or licensed to the Sponsor in connection with Events are the City's sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items.
- (iii) No Infringement. The City represents and warrants to the Sponsor and unconditionally guarantees that all of the Property Trademarks are owned by the City or that the City has permission from the rightful owner to use each of these elements.

## 8. EVENT MERCHANDISE.

Sponsor-Created Merchandise. During the Term and any Renewal Term and subject to the approval of the City, which shall not be unreasonably withheld, the Sponsor shall have the right to create, manufacture or cause to be manufactured, and sell or give away merchandise associated with the Property and containing the Sponsor's Trademarks in connection with the promotion of the Sponsor's products and services. All merchandise caused to be manufactured for sale or to be given away by the Sponsor in association with the Property shall be of high quality, free from product defects, merchantable, and suitable for its intended purpose.

## 9. INDEMNIFICATION.

- (A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall indemnify and hold harmless the Sponsor and its officers, directors,

members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, (collectively, the “Claims”) that any of them may suffer from or incur and that arise or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City’s breach of any of its obligations, agreements, or duties under this Agreement, or (iii) the City, including, but not limited to Claims for bodily injury, death, or property loss, but only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City’s officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.

- (B) Of City by Sponsor. Subject to limits applicable under Minnesota law ,the Sponsor shall indemnify and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise or result primarily from any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or the Sponsor’s breach of any of its obligations, agreements, or duties under this Agreement.

#### **10. INSURANCE.**

Each Party shall maintain, at its own expense, insurance coverage required in the reasonable amounts and types for each party’s operations.

#### **11. FORCE MAJUERE.**

Either party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders or any other force majeure event.

#### **12. CONFIDENTIALITY.**

Each Party agrees, during the Term, and any Renewal Term, and for a period of five (5) years thereafter, to hold in strictest confidence and not to disclose to any person, firm, or corporation without the prior written consent of the other Party, any of the terms or conditions of this Agreement, subject to the Minnesota Government Data Practices Act and other approval laws.

#### **13. NATURE OF RELATIONSHIP.**

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

#### **14. AMENDMENTS.**

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

**15. ASSIGNMENT.**

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor may assign this Agreement to a purchaser of all or substantially all of the Sponsor's assets, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the operational and management duties of the Property to a third party provider, subject to the terms and conditions of this Sponsorship Agreement.

**16. SUCCESSORS AND ASSIGNS.**

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

**17. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**18. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Sponsor:

Marshall Lumber Co., dba Ace Hardware of Marshall  
Mike Fox  
500 N. Hwy 59, PO Box 831  
Marshall, MN 56258

If to the City:

City of Marshall  
ATTN: Sharon Hanson, City Administrator  
344 W. Main St.  
Marshall, MN 56258

**19. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Minnesota.

**20. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**21. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**22. ENTIRE AGREEMENT.**

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**23. HEADINGS.**

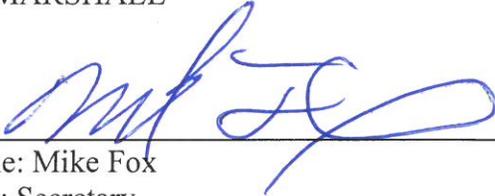
Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**SPONSOR**

MARSHALL LUMBER CO., DBA ACE HARDWARE  
OF MARSHALL

By:   
Name: Mike Fox  
Title: Secretary

**CITY**

CITY OF MARSHALL

By: \_\_\_\_\_  
Name: Robert J. Byrnes  
Title: Mayor

ATTEST:

By: \_\_\_\_\_  
Title: City Clerk

**EXHIBIT A**  
**SPONSORSHIP RIGHTS, FEE, REBATE OF FEE, AND INSURANCE**

**1. SPONSORSHIP RIGHTS.**

In exchange for the Sponsorship Fee, as defined in Section 2 below, the Sponsor will receive the following rights in connection with the Property (collectively, the “Sponsorship Rights”):

(A) Signage and branding. The Sponsor will receive the right to:

- 1) Videoboard Sponsorship. The 13’ 8” x 25’ videoboard located in the main arena will feature video spots at City controlled events. Ten and thirty-second advertisement will be included for sponsor.
- 2) Digital Media. Sponsor logo will be included in all digital/social media controlled by the City (arena website, social media campaigns, etc.)
- 3) Dasher Board. Sponsor shall receive one dasher board sign in the main arena and one dasher board sign in rink 2. Dasher board signs will be located near the goal line in each rink.
- 4) Player of the Game Sponsorship. Sponsor shall sponsor the Tiger hockey player of the game for each home hockey game including regular season, tournament and play-off games. Sponsors graphic will be placed on the video board and/or streaming broadcast announcing the Tiger player of the game which will occur at the end of the third period of at the conclusion of the game, once the player of the game has been selected.

Ads will be weighted to run at high rotation than all other sponsors. Sponsors will be responsible for providing production and traffic instructions for the ads.

(B) Media Rights. The Sponsor will receive the right to:

Sponsor will receive logo/marks inclusion in all media campaigns associated with events controlled by the City as follows:

**Package Value:**

Dasher Board Signage Sponsorship	\$2,000
Name and Logo Rights	\$1,000
Digital Media	\$2,000
<b>Annual Advertising Package Value</b>	<b>\$5,000</b>

**2. SPONSORSHIP FEE.**

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to pay the City Nine Thousand and no/100 Dollars (\$9,000) as follows:

December 1, 2022	\$3,000
December 1, 2023	\$3,000
July 1, 2024	\$3,000

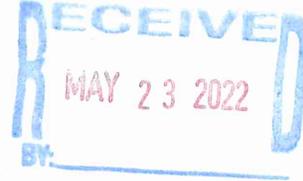
Parties agree that the Sponsor shall have a right to renew this Agreement upon the same payment for an additional 3 year period of time or such additional time as the parties may agree.

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Request of Southwest Minnesota State University for Homecoming Parade (Saturday-October 1, 2022).
<b>Background Information:</b>	<p>Attached is a request from Southwest Minnesota State University requesting street closure for the Homecoming Day Parade on Saturday, October 1, 2022. Line-up would begin at 10:00 a.m., with the parade start at 11:00 a.m. and ending at approximately 12:30 p.m. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street and beginning there, proceeding to East Main Street (T.H. 59) northwest to downtown Marshall and ending at 5<sup>th</sup> and 6<sup>th</sup> Streets.</p> <p>If the request is approved by Council, the request will then be submitted to Mn/DOT for their approval and implementation of the detour route. This request has presented no significant public safety problems in the past, and it is not expected to be a problem this year either. The Street Department is responsible for the appropriate barricades and signage. If the request is approved, area public safety agencies will be advised of the event so that they are aware of the road blockage/detour.</p>
<b>Fiscal Impact:</b>	There will be costs involved for overtime for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans not to charge fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council approves the SMSU Homecoming Day Parade on Saturday, October 1, 2022, subject to Mn/DOT approval of the permit.



May 18, 2022

Jason Anderson  
Director of Public Works  
City of Marshall  
344 W. Main St.  
Marshall, MN 56258



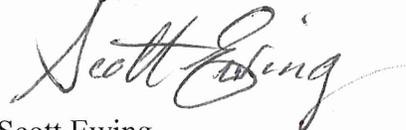
Dear Jason,

As the Southwest Minnesota State University Homecoming Parade Coordinator, I hereby request permission to hold our Homecoming Day Parade on Saturday, October 1, 2022, along the traditional route. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street, the start of the parade. It would proceed to East Main Street (TH59) in a Northwestern path to downtown Marshall and ending at 5<sup>th</sup> and 6<sup>th</sup> Streets. Line-up would begin at 10:00am and the Parade Start at 11:00am, with an estimated 12:30pm end time, if an exceptionally large parade, sooner if normal in size.

In the past, it has been requested that we secure your permission as well as working with City and County Law Enforcement to temporarily close TH59 and TH68 through the parade route and to coordinate that with MNDOT. Consider this a request for such. I am attaching the Marshall City map indicating the proposed route for your consideration.

As you might guess, we have a several people to contact and press deadlines to meet, in preparing for the Homecoming Day Parade and activities. Please respond at your earliest convenience, so we may proceed, or plan other options.

Sincerely,



Scott Ewing  
Assistant Director, Student Activities

cc. Jim Marshall, Marshall Director of Public Safety  
Eric Wallen, Lyon County Sheriff

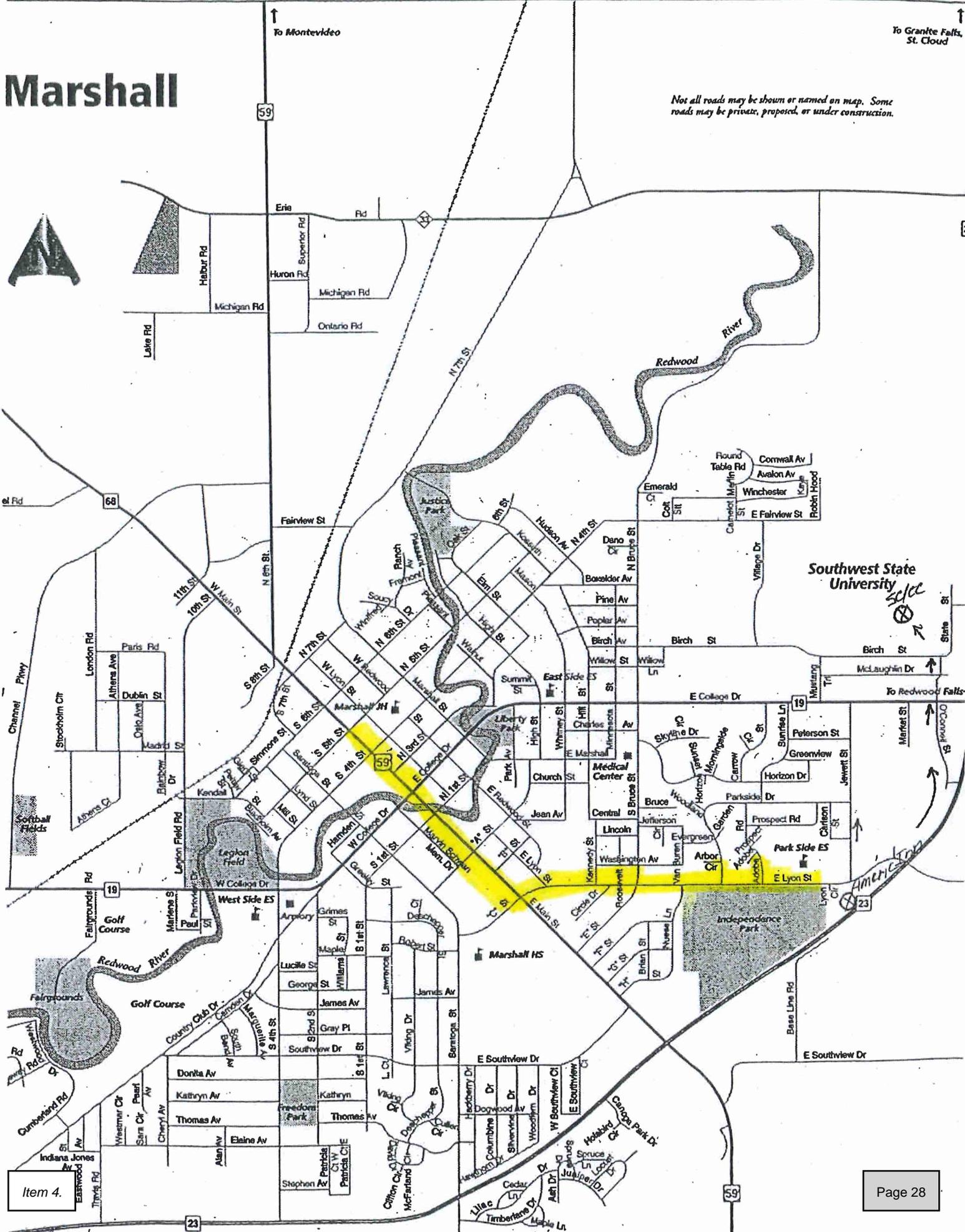
# Marshall



↑  
To Montevideo

↑  
To Granite Falls,  
St. Cloud

*Not all roads may be shown or named on map. Some roads may be private, proposed, or under construction.*



Item 4.

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0290306 to Bolton & Menk, Inc.
<b>Background Information:</b>	<p>Attached are the following for the above-referenced project:</p> <ol style="list-style-type: none"> <li>1) Invoice 0290306 to Bolton &amp; Menk, Inc., of Mankato, Minnesota, in the amount of \$1,065.00</li> </ol> <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
<b>Fiscal Impact:</b>	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize payment of Invoice 0290306 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$1,065.00.



Real People. Real Solutions.

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

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Marshall  
 Scott Truedson, Wastewater Superintendent  
 600 Erie Street  
 Marshall, MN 56258

May 20, 2022  
 Project No: T22.115360  
 Invoice No: 0290306  
 Client Account: MARS

**Marshall/WWTF Improvements**

Marshall WWTF Improvement

Professional Services per Agreement from April 16, 2022 through May 13, 2022:

Construction Services (004)

**Professional Services**

	Hours	Amount
Contract Admin/Construction Engineering		
Design Engineer	2.00	370.00
Record Drawings		
Technician	4.00	560.00
Grant/Funding Application		
Specialist	1.00	135.00
<b>Totals</b>	<b>7.00</b>	<b>1,065.00</b>
<b>Total Labor</b>		<b>1,065.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	1,065.00	715,992.73	717,057.73
Limit			900,000.00
Remaining			182,942.27
<b>Total this Task</b>			<b>\$1,065.00</b>
<b>Total this Invoice</b>			<b>\$1,065.00</b>

VENDOR # 0724  
 INVOICE # 0290306  
 \$ AMOUNT 1,065.00  
 DATE 6-16-2022  
 ACCT & PROJ # 1602-49500-55120 W13  
 DESCRIPTION WWTF Improvements  
 SIGNATURE Scott Truedson



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Grant of Driveway/Access Easement with Marshall ISD #413 (Lots 1 & 2, Block One, Mosch Addition).
<b>Background Information:</b>	Attached is a Grant of Driveway/Access Easement between Marshall ISD #413 and the City for the adjoining properties located at 900 N Highway 59 and 800 N Highway 59, respectively. The attached easement grants a permanent driveway access easement along the properties. Neither party shall be permitted to construct any structure upon either permanent easement area described as "Access Easement #1" and "Access Easement #2" on the attached Exhibit A. The easement grants each party to maintain, operate and use said real estate for the purposes of ingress and egress to the adjacent property. The attached document has been prepared by the City Attorney and reviewed by both parties.
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council authorize execution of the attached Grant of Driveway/Access Easement and City Clerk recording of the document at the Office of the Lyon County Recorder.

**GRANT OF DRIVEWAY/ACCESS EASEMENT**

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Marshall Independent School District #413 (ISD), a School District, under the laws of the State of Minnesota, and the City of Marshall, a Minnesota municipal corporation (the City),

WITNESSETH:

WHEREAS, ISD is the owner of the real property located at 900 N Highway 59, legally described as Lot 2, Block One, Mosch Addition, to the City of Marshall, Lyon County, Minnesota, which the property is located on the northerly side of the city of Marshall, which ownership includes the property described herein as "Access Easement #1" on attached Exhibit A; and

WHEREAS, the City is the owner of the real property located at 800 N Highway 59, legally described as Lot 1, Block One, Mosch Addition, to the City of Marshall, Lyon County, Minnesota, which the property is located on the northerly side of the city of Marshall, which ownership includes the property described herein as "Access Easement #2" on attached Exhibit A; and

WHEREAS, the ISD property referred above adjoins that of the City; and

WHEREAS, the City property referred above adjoins that of ISD; and

WHEREAS, ISD is willing to grant to the City a permanent driveway access easement on the property described herein as "Access Easement #1" on attached Exhibit A; and

WHEREAS, the City is willing to grant to ISD a permanent driveway access easement on the property described herein as "Access Easement #2" on attached Exhibit A.

NOW, THEREFORE, IN CONSIDERATION HEREOF, the parties hereto agree as follows:

For and in consideration of One dollar and no/100 (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, ISD gives and grants to the City, its successors and assigns, a permanent driveway/access easement and the right to enter upon and occupy the described property, for the purpose of ingress and egress to the adjacent ISD-owned property, as legally described as "Access Easement #1" on attached Exhibit A;

For the same consideration recited above, the City, gives and grants to ISD, its successors and assigns, a permanent driveway/access easement and the right to enter upon and occupy the described property, for the purpose of ingress and egress to the adjacent City-owned property, as legally described as "Access Easement #2" on attached Exhibit A.

That as condition of said grant of easement, ISD, its successors, administrators and assigns shall not be permitted to construct any structure upon the above-described permanent easement area described as "Access Easement #1" on attached Exhibit A.

That as condition of said grant of easement, the City, its successors, administrators and assigns shall not be permitted to construct any structure upon the above-described permanent easement area described as "Access Easement #2" on attached Exhibit A.

For the same consideration recited above, ISD, for themselves, their successors, administrators and assigns, gives and grants to the City, its successors and assigns, the right in perpetuity to maintain, operate and use said real estate for the purposes of ingress and egress to the adjacent City-owned property.

For the same consideration recited above, the City, for themselves, their successors, administrators and assigns, gives and grants to ISD, its successors and assigns, the right in perpetuity to maintain, operate and use said real estate for the purposes of ingress and egress to the adjacent ISD-owned property.

This agreement herein shall be construed as a covenant running with the remainder of the land owned by the ISD and the City and is binding upon said parties as the owner of said land, and for themselves, their successors, administrators and assigns and any one claiming under them or any of them as owners or occupants thereof.

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



STATE OF MINNESOTA )  
 )  
COUNTY OF LYON )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public, within and for said county, personally appeared Robert J. Byrnes and Kyle Box, the Mayor and City Clerk of the City of Marshall, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same and their free act and deed, on behalf of the City of Marshall.

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Notary Public

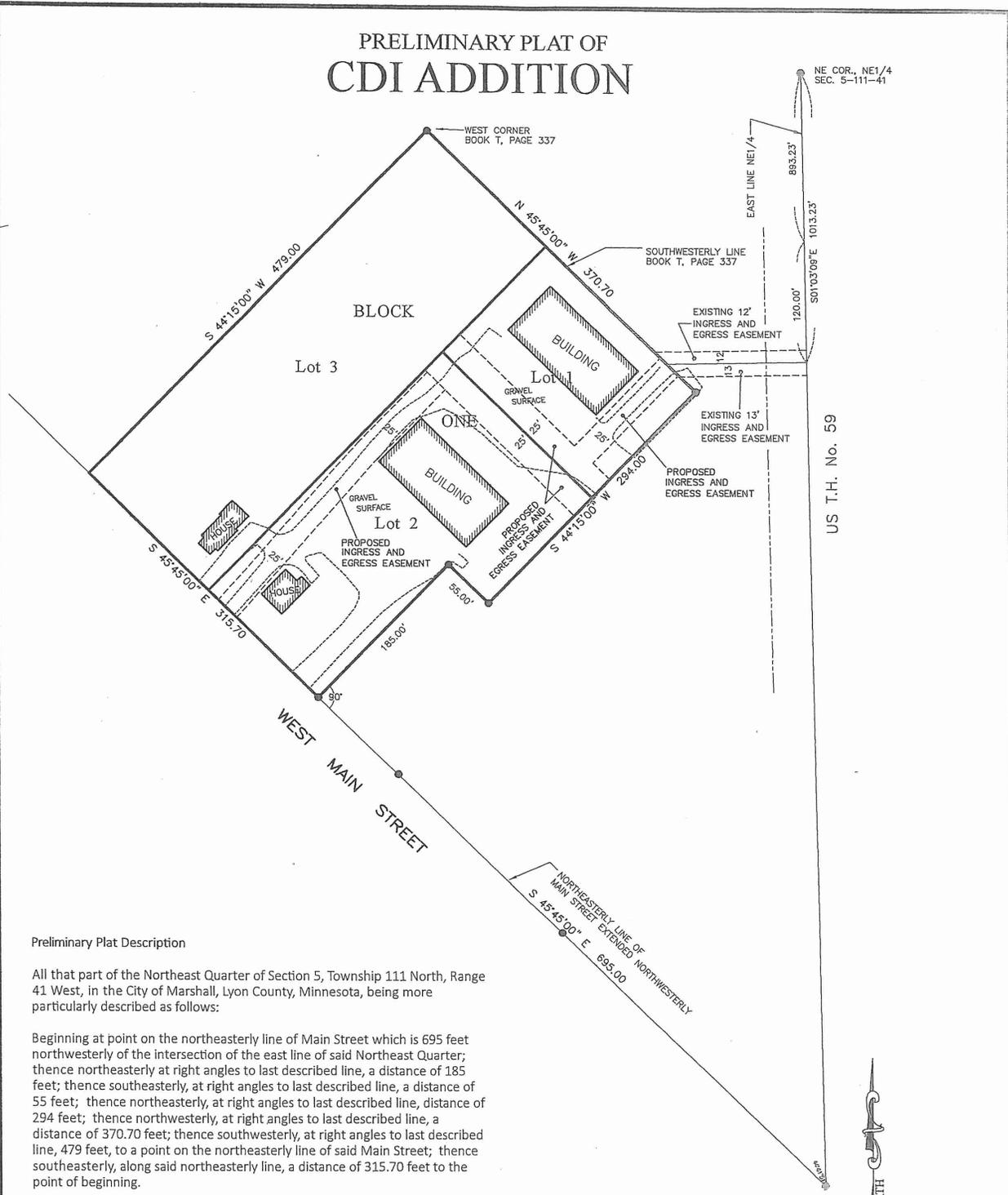




## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Preliminary Plat of CDI Addition - Introduce Plat and Call for Public Hearing.
<b>Background Information:</b>	<p>Attached please find a copy of the preliminary plat of CDI Addition in Marshall, Minnesota, and Engineer's Report of Preliminary Plat Review.</p> <p>The property owner desires to split the properties to allow for separate ownership of the two large storage buildings on the property. Currently, this land is not part of a platted subdivision, and it is described by metes and bounds. Section 66-31 of our City Ordinance requires a plat whenever a subdivision of land is proposed.</p> <p>Copies of the proposed subdivision have been sent to the local utility companies for their review and comments.</p> <p>The preliminary plat was presented at the Planning Commission meeting on June 8, 2022 with recommendation of approval of the preliminary plat to the City Council. All voted in favor.</p>
<b>Fiscal Impact:</b>	The applicant will be billed for all direct costs relating to the platting process.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council call for public hearing on the Preliminary Plat of CDI Addition to be held at the June 28, 2022 City Council meeting, as per the recommendation of the Planning Commission.

# PRELIMINARY PLAT OF CDI ADDITION



**Preliminary Plat Description**

All that part of the Northeast Quarter of Section 5, Township 111 North, Range 41 West, in the City of Marshall, Lyon County, Minnesota, being more particularly described as follows:

Beginning at point on the northeasterly line of Main Street which is 695 feet northwesterly of the intersection of the east line of said Northeast Quarter; thence northeasterly at right angles to last described line, a distance of 185 feet; thence southeasterly, at right angles to last described line, a distance of 55 feet; thence northeasterly, at right angles to last described line, distance of 294 feet; thence northwesterly, at right angles to last described line, a distance of 370.70 feet; thence southwesterly, at right angles to last described line, 479 feet, to a point on the northeasterly line of said Main Street; thence southeasterly, along said northeasterly line, a distance of 315.70 feet to the point of beginning.

**OWNERS:**

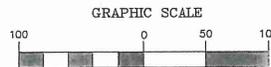
CDI of Marshall  
PO BOX 823  
MARSHALL MN 56258

**ZONING:**

B3 - GENERAL BUSINESS

**AREAS:**

TOTAL = 167390± SQ. FT.  
LOT 1 = 30282± SQ. FT.  
LOT 2 = 58217± SQ. FT.  
LOT 3 = 78891± SQ. FT.



( IN FEET )  
1 inch = 100 feet

**LEGEND**

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

DATE: JUNE 1, 2022

Prepared by  
**Bueltel-Moseng Land Surveying, Inc.**  
Marshall, MN 56258 Ph. 507-532-9043  
PROJECT NO. 22-2031

**ENGINEER'S REPORT  
 PRELIMINARY PLAT REVIEW**

Subdivision Name: CDI Addition

Quarter NE $\frac{1}{4}$  Section 5 Township 111N Range 41W

Owner's Name: CDI of Marshall, LLP

Surveyor: Daniel L. Beultel Reg. No. 43844

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage	X			
f.	Zoning classification	X			
g.	Contours			X	Plat of land that is already fully developed with no new development occurring; N/A.
h.	Boundary line bearings and distances	X			
i.	Easement	X			Sending to MMU for review.
j.	Street names, elevations and grades	X			No elevations or grades; see (g)

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

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

**CITY ENGINEER'S RECOMMENDATIONS:**

**DATE RECEIVED:** 06/01/2022

**DATE REVIEWED:** 06/02/2022

**PLANNING COMMISSION REVIEW DATE:** 06/08/2022



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

Copies to: City Administrator  
 Building Official  
 Senior Engineering Specialist



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Surplus Item - Street Department Vehicle Hoist.
<b>Background Information:</b>	The Street Department would like to surplus a 2003 vehicle hoist that is shown a lot of wear due to the amount of use and the environment that it is used in. It is also undersized for the vehicles and equipment it is used for. A picture is attached. It is the intent of City staff to post the unit for sale on Purple Wave once it is declared surplus.
<b>Fiscal Impact:</b>	Revenue received from potential sale of unit on Purple Wave.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council declare a 2003 vehicle hoist from the Street Department as surplus and authorize the posting of the unit on Purple Wave.



**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These vehicles will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That these vehicles be declared as surplus property by the City of Marshall.

18-2953	03 Chevy Impala	329 ERR	2G1WH52K339447259	Abandoned
20-8230	98 Ford F250	813 VVC	1FTPX27L3WKB26520	Forf (Co Atty)
21-14596	06 Nissan Sentra	WY 4840	3N1CB51D3GL493404	Forf (Co Atty)
21-17577	06 Nissan Murano	EJA 296	JNBAZ08W96W514572	Forf (Co Atty)
21-18284	07 Ford Escape	WY 289619	1FMYU93187KA13668	Abandoned
22-6044	96 Chev Tahoe	430 KLX	1GNEK13R4TJ40815	Abandoned
22-5818	95 Buick LeSabre	DWE 748	1G4HR52L7SH478655	Abandoned

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare bicycles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	There are 30 bicycles that have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These bicycles will be sold, donated or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That the bicycles be declared as surplus property by the City of Marshall.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 05/27/2022 - 06/14/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
3764	A & M CONSTRUCTION	05/27/2022	Regular	0.00	300.00	121226
5813	ACE HOME & HARDWARE	05/27/2022	EFT	0.00	169.13	9783
5813	ACE HOME & HARDWARE	05/27/2022	EFT	0.00	600.00	9784
5813	ACE HOME & HARDWARE	06/03/2022	EFT	0.00	18.96	9838
5813	ACE HOME & HARDWARE	06/10/2022	EFT	0.00	435.22	9907
6128	ACTION CO LLC	05/27/2022	EFT	0.00	1,325.00	9785
6128	ACTION CO LLC	06/10/2022	EFT	0.00	1,023.95	9908
0548	ACTION SPORTS INC	05/27/2022	EFT	0.00	161.95	9786
0560	AFSCME COUNCIL 65	06/03/2022	EFT	0.00	1,348.95	9839
6412	AG PLUS COOPERATIVE	05/27/2022	EFT	0.00	22.77	9787
0567	ALEX AIR APPARATUS INC	05/27/2022	EFT	0.00	5,343.84	9788
0567	ALEX AIR APPARATUS INC	06/03/2022	EFT	0.00	648.30	9840
0578	AMAZON CAPITAL SERVICES	05/27/2022	EFT	0.00	679.45	9789
0578	AMAZON CAPITAL SERVICES	06/03/2022	EFT	0.00	320.31	9841
0578	AMAZON CAPITAL SERVICES	06/10/2022	EFT	0.00	2,502.96	9909
0581	AMERICAN ENGINEERING TESTING INC	06/03/2022	EFT	0.00	2,400.00	9842
0583	AMERICAN FAMILY LIFE ASSURANCE CO	06/03/2022	EFT	0.00	1,476.60	9843
5837	ANDERSON, JASON	06/03/2022	EFT	0.00	202.50	9844
0630	ARCTIC GLACIER	05/27/2022	Regular	0.00	510.86	121227
0630	ARCTIC GLACIER	06/10/2022	Regular	0.00	1,194.63	121271
0629	ARNOLD MOTOR SUPPLY	06/10/2022	Regular	0.00	31.33	121272
5447	ARTISAN BEER COMPANY	05/27/2022	EFT	0.00	692.50	9790
5447	ARTISAN BEER COMPANY	06/03/2022	EFT	0.00	347.80	9845
5447	ARTISAN BEER COMPANY	06/10/2022	EFT	0.00	2,650.20	9910
0656	AVERA MARSHALL REGIONAL MED CTR	06/03/2022	Regular	0.00	260.50	121257
5702	B & H PHOTO & ELECTRONICS CORP	05/27/2022	EFT	0.00	423.74	9791
5702	B & H PHOTO & ELECTRONICS CORP	06/10/2022	EFT	0.00	397.84	9911
5327	BAUMANN, ADAM	06/03/2022	EFT	0.00	30.00	9846
0688	BELLBOY CORPORATION	05/27/2022	EFT	0.00	6,964.94	9792
0688	BELLBOY CORPORATION	06/10/2022	EFT	0.00	4,920.92	9912
0689	BEND RITE FABRICATION INC	06/10/2022	Regular	0.00	85.52	121273
6471	BERGANKDV LTD	05/27/2022	EFT	0.00	20,000.00	9793
0699	BEVERAGE WHOLESALERS	05/27/2022	Regular	0.00	30,279.51	121228
0699	BEVERAGE WHOLESALERS	06/03/2022	Regular	0.00	26,269.36	121258
0699	BEVERAGE WHOLESALERS	06/10/2022	Regular	0.00	62,628.84	121274
0704	BIKE SHOP	06/10/2022	EFT	0.00	781.95	9913
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	05/27/2022	Bank Draft	0.00	7,904.00	DFT0001719
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	05/27/2022	Bank Draft	0.00	1,264.64	DFT0001720
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	05/27/2022	Bank Draft	0.00	49,368.25	DFT0001721
6909	BLUE CROSS & BLUE SHEILD OF MN & BLUE PLU	05/27/2022	Bank Draft	0.00	3,347.00	DFT0001722
0726	BORCHS SPORTING GOODS	05/27/2022	EFT	0.00	472.00	9794
0726	BORCHS SPORTING GOODS	06/10/2022	EFT	0.00	2,604.00	9914
0018	BORDER STATES ELECTRIC SUPPLY	05/27/2022	EFT	0.00	40.29	9795
0018	BORDER STATES ELECTRIC SUPPLY	06/03/2022	EFT	0.00	361.15	9847
0018	BORDER STATES ELECTRIC SUPPLY	06/10/2022	EFT	0.00	115.48	9915
3829	BRAU BROTHERS	06/10/2022	EFT	0.00	397.00	9916
3829	BRAU BROTHERS	05/27/2022	Regular	0.00	815.00	121229
4457	BREAKTHRU BEVERAGE	05/27/2022	Regular	0.00	6,025.02	121230
4457	BREAKTHRU BEVERAGE	06/10/2022	Regular	0.00	13,630.27	121276
5696	BROTHERS FIRE PROTECTION	06/10/2022	EFT	0.00	1,050.60	9917
3568	BRUNSVOLD, QUENTIN	06/03/2022	EFT	0.00	30.00	9848
0763	BSN SPORTS	05/27/2022	Regular	0.00	1,203.95	121231
0728	BUFFALO RIDGE CONCRETE,INC	05/27/2022	EFT	0.00	288.30	9796
0728	BUFFALO RIDGE CONCRETE,INC	06/10/2022	EFT	0.00	692.31	9918

Council Check Report

Date Range: 05/27/2022 - 06/14/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0378	BUYSE, JASON	06/03/2022	EFT	0.00	30.00	9849
0380	CALLENS, DAVID	06/03/2022	EFT	0.00	30.00	9850
6791	CAPITAL ONE	05/27/2022	Regular	0.00	507.29	121232
6791	CAPITAL ONE	06/10/2022	Regular	0.00	636.89	121278
0802	CARLSON & STEWART REFRIG INC	06/10/2022	EFT	0.00	499.55	9919
0815	CATTOOR OIL COMPANY INC	06/03/2022	EFT	0.00	357.30	9851
0815	CATTOOR OIL COMPANY INC	06/10/2022	EFT	0.00	10.65	9920
0818	CAUWELS, ROGER	06/03/2022	EFT	0.00	30.00	9852
6405	CELLEBRITE INC	05/27/2022	EFT	0.00	4,880.00	9797
7010	CHENG, HEIDI	06/10/2022	Regular	0.00	250.00	121279
5313	CIVIL AIR PATROL MAGAZINE	05/27/2022	Regular	0.00	245.00	121233
0853	CLAREYS SAFETY EQUIPMENT INC	05/27/2022	EFT	0.00	464.87	9798
5733	CLARITY TELECOM, LLC	05/27/2022	EFT	0.00	299.51	9799
5733	CLARITY TELECOM, LLC	06/03/2022	EFT	0.00	145.00	9853
0875	COMPUTER MAN INC	06/03/2022	EFT	0.00	245.00	9854
0875	COMPUTER MAN INC	06/10/2022	EFT	0.00	2,373.75	9921
6927	CONFLUENCE, INC.	06/03/2022	Regular	0.00	2,253.79	121259
0384	COUDRON, DEAN	06/03/2022	EFT	0.00	30.00	9855
5545	CROW RIVER WINERY	05/27/2022	Regular	0.00	501.76	121234
0934	D & G EXCAVATING INC	06/10/2022	EFT	0.00	236.00	9922
3819	DACOTAH PAPER CO	05/27/2022	EFT	0.00	234.27	9800
3819	DACOTAH PAPER CO	06/03/2022	EFT	0.00	598.03	9856
3819	DACOTAH PAPER CO	06/10/2022	EFT	0.00	278.65	9923
6862	DAHL, DANIEL	06/10/2022	EFT	0.00	462.36	9924
0946	DAKOTA MUD JACK	05/27/2022	EFT	0.00	12,851.50	9801
6537	DEHN, JESSIE	05/27/2022	EFT	0.00	185.38	9802
6537	DEHN, JESSIE	06/03/2022	EFT	0.00	70.00	9857
0966	DELTA DENTAL OF MINNESOTA	05/27/2022	Bank Draft	0.00	5,240.32	DFT0001733
0975	DEPUTY REGISTRAR #32	05/27/2022	Regular	0.00	54.25	121235
6472	DEUTZ, LAUREN	06/03/2022	EFT	0.00	80.00	9858
0990	DIAMOND VOGEL, INC	05/27/2022	EFT	0.00	865.90	9803
5731	DOLL DISTRIBUTING	05/27/2022	EFT	0.00	14,186.45	9804
5731	DOLL DISTRIBUTING	06/03/2022	EFT	0.00	12,145.85	9859
5731	DOLL DISTRIBUTING	06/10/2022	EFT	0.00	33,643.35	9925
4126	DOOM & CUYPER CONSTRUCTION	05/27/2022	EFT	0.00	300.00	9805
4126	DOOM & CUYPER CONSTRUCTION	06/10/2022	EFT	0.00	3,217.00	9926
5984	DROWN, KARLA	05/27/2022	EFT	0.00	335.00	9806
7009	DUNN, NOAH	05/27/2022	EFT	0.00	299.00	9807
1035	ECOLAB PEST ELIMINATION SERVICES	06/03/2022	EFT	0.00	757.14	9860
1037	ECOWATER SYSTEMS	06/10/2022	EFT	0.00	62.50	9927
6700	EYEMED VISION CARE	06/03/2022	Regular	0.00	513.64	121260
1090	FASTENAL COMPANY	05/27/2022	EFT	0.00	86.07	9808
1090	FASTENAL COMPANY	06/03/2022	EFT	0.00	127.17	9861
1090	FASTENAL COMPANY	06/10/2022	EFT	0.00	467.39	9928
4331	FIGUEROA, GABRIEL	05/27/2022	Regular	0.00	25.00	121236
4805	FURTHER	05/27/2022	Bank Draft	0.00	9,656.86	DFT0001731
4805	FURTHER	05/27/2022	Bank Draft	0.00	7,062.92	DFT0001736
7014	GIRGEN, DAVID	06/10/2022	EFT	0.00	484.67	9929
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	05/27/2022	Regular	0.00	35.70	121237
1201	GRAINGER INC	06/10/2022	EFT	0.00	381.72	9930
6127	GRANDVIEW VALLEY WINERY, INC	05/27/2022	Regular	0.00	1,872.00	121238
6127	GRANDVIEW VALLEY WINERY, INC	06/10/2022	Regular	0.00	144.00	121280
3760	GROWMARK INC.	06/10/2022	EFT	0.00	117.48	9931
1243	HARDWARE HANK	05/27/2022	EFT	0.00	19.47	9809
1243	HARDWARE HANK	06/03/2022	EFT	0.00	42.38	9862
1243	HARDWARE HANK	06/10/2022	EFT	0.00	76.46	9932
1256	HAWKINS INC	06/03/2022	EFT	0.00	7,470.05	9863
1271	HENLE PRINTING COMPANY	06/10/2022	EFT	0.00	11,065.72	9933
5515	HOFFMANN, RYAN	06/03/2022	EFT	0.00	30.00	9864
4885	HORIZON COMMERCIAL POOL SUPPLY	05/27/2022	EFT	0.00	15,947.90	9810
1311	HVVEE FOOD STORES INC	05/27/2022	Regular	0.00	201.36	121239

Council Check Report

Date Range: 05/27/2022 - 06/14/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1311	HYVEE FOOD STORES INC	06/10/2022	Regular	0.00	64.68	121281
1325	ICMA RETIREMENT TRUST #300877	05/27/2022	Regular	0.00	50.00	121240
1325	ICMA RETIREMENT TRUST #300877	06/10/2022	Regular	0.00	50.00	121282
6705	IDEXX DISTRIBUTION INC	06/10/2022	EFT	0.00	1,120.55	9934
6705	IDEXX DISTRIBUTION INC	06/10/2022	EFT	0.00	295.23	9935
1343	INDEPENDENT LUMBER OF MARSHALL INC	06/03/2022	Regular	0.00	4.20	121263
1358	INTERNAL REVENUE SERVICE	05/27/2022	Bank Draft	0.00	27,086.82	DFT0001737
1358	INTERNAL REVENUE SERVICE	05/27/2022	Bank Draft	0.00	23,490.32	DFT0001738
1358	INTERNAL REVENUE SERVICE	05/27/2022	Bank Draft	0.00	8,307.30	DFT0001739
6808	JM DEVELOPMENT	05/27/2022	Regular	0.00	600.00	121241
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/27/2022	EFT	0.00	17,204.20	9811
1399	JOHNSON BROTHERS LIQUOR COMPANY	06/03/2022	EFT	0.00	3,715.86	9865
1399	JOHNSON BROTHERS LIQUOR COMPANY	06/10/2022	EFT	0.00	30,634.66	9936
1417	KENNEDY & GRAVEN, CHARTERED	05/27/2022	EFT	0.00	13,000.00	9812
1417	KENNEDY & GRAVEN, CHARTERED	06/10/2022	EFT	0.00	3,476.00	9937
3564	KESTELOOT ENTERPRISES, INC	06/10/2022	EFT	0.00	25.86	9938
5095	KIBBLE EQUIPMENT	05/27/2022	EFT	0.00	2,000.00	9813
5095	KIBBLE EQUIPMENT	06/10/2022	EFT	0.00	8,089.14	9939
0450	KOPITSKI, JASON	06/03/2022	EFT	0.00	30.00	9866
5377	KRUK, CHRISTOPHER	06/03/2022	EFT	0.00	30.00	9867
4140	KRUSE FORD-LINCOLN-MERCURY, INC	06/03/2022	EFT	0.00	70.20	9868
1468	LANOUES PAINTIN PLACE INC	06/03/2022	EFT	0.00	20.00	9869
1480	LAW ENFORCEMENT LABOR SERVICE INC	06/03/2022	EFT	0.00	1,235.00	9870
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	06/03/2022	Regular	0.00	21,170.60	121264
6183	LEE, JERRED	06/03/2022	EFT	0.00	30.00	9871
5606	LEGALSHIELD	06/03/2022	Regular	0.00	105.65	121265
1507	LOCHER BROTHERS INC	06/10/2022	EFT	0.00	1,230.45	9940
1508	LOCKWOOD MOTORS INC.	06/03/2022	EFT	0.00	120.00	9872
1508	LOCKWOOD MOTORS INC.	06/10/2022	EFT	0.00	33.48	9941
6323	LUTHER, ERIC	06/03/2022	EFT	0.00	30.00	9873
3816	LUTHERAN SOCIAL SERVICES	06/10/2022	Regular	0.00	14.00	121283
1545	LYON COUNTY HIGHWAY DEPARTMENT	05/27/2022	EFT	0.00	12,172.43	9814
1552	LYON COUNTY RECORDER	06/10/2022	EFT	0.00	106.90	9942
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	06/10/2022	Regular	0.00	37.06	121284
1565	MACQUEEN EQUIPMENT INC.	05/27/2022	EFT	0.00	922.12	9815
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	06/03/2022	EFT	0.00	1,030.80	9874
1575	MAILBOXES & PARCEL DEPOT	06/10/2022	EFT	0.00	20.43	9943
1604	MARSHALL AREA CHAMBER OF COMMERCE	05/27/2022	EFT	0.00	860.00	9816
1616	MARSHALL CONVENTION & VISITORS BUREAU	06/03/2022	EFT	0.00	7,000.00	9875
1616	MARSHALL CONVENTION & VISITORS BUREAU	06/10/2022	EFT	0.00	14,171.97	9944
4922	MARSHALL HS GIRLS TRACK & FIELD BOOSTERS	05/27/2022	Regular	0.00	1,000.00	121242
1633	MARSHALL MUNICIPAL UTILITIES	06/10/2022	EFT	0.00	82,587.19	9945
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/27/2022	EFT	0.00	325.65	9817
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	06/03/2022	EFT	0.00	10.69	9876
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	06/10/2022	EFT	0.00	3.04	9948
1637	MARSHALL PUBLIC SCHOOLS	05/27/2022	EFT	0.00	2,528.78	9818
3545	MARSHALL RADIO	06/10/2022	EFT	0.00	2,150.00	9949
0460	MARSHALL, JAMES	06/03/2022	EFT	0.00	80.00	9877
7008	MATHIOWETZ, CONSTANCE L.	05/27/2022	Regular	0.00	300.00	121243
5924	MAXWELL FOOD EQUIPMENT	06/10/2022	Regular	0.00	7.84	121285
1680	MCEA EXECUTIVE OFFICE	05/27/2022	Regular	0.00	120.00	121244
6025	MELLENTHIN, CODY	06/03/2022	EFT	0.00	30.00	9878
4980	MENARDS INC	05/27/2022	Regular	0.00	246.79	121245
4980	MENARDS INC	06/10/2022	Regular	0.00	133.11	121286
4980	MENARDS INC	06/10/2022	Regular	0.00	102.38	121287
3971	MEULEBROECK, ANDY	06/03/2022	EFT	0.00	30.00	9879
1711	MID-AMERICAN RESEARCH CHEMICAL	06/10/2022	Regular	0.00	668.78	121288
3099	MINNESOTA CABINETS	06/10/2022	Regular	0.00	17,202.50	121289
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	06/03/2022	EFT	0.00	5,212.50	9880
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/27/2022	Bank Draft	0.00	12,255.46	DFT0001734
1839	MINNESOTA VALLEY TESTING LABS INC	06/10/2022	EFT	0.00	244.00	9950

Council Check Report

Date Range: 05/27/2022 - 06/14/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1757	MN CHILD SUPPORT PAYMENT CENTER	05/27/2022	Bank Draft	0.00	386.70	DFT0001727
1757	MN CHILD SUPPORT PAYMENT CENTER	05/27/2022	Bank Draft	0.00	222.88	DFT0001728
1757	MN CHILD SUPPORT PAYMENT CENTER	05/27/2022	Bank Draft	0.00	287.49	DFT0001729
1757	MN CHILD SUPPORT PAYMENT CENTER	05/27/2022	Bank Draft	0.00	85.83	DFT0001730
1779	MN DEPT OF HEALTH	05/27/2022	Regular	0.00	40.00	121246
1779	MN DEPT OF HEALTH	05/27/2022	Regular	0.00	40.00	121247
1779	MN DEPT OF HEALTH	05/27/2022	Regular	0.00	40.00	121248
1779	MN DEPT OF HEALTH	05/27/2022	Regular	0.00	40.00	121249
3555	MN DOT	06/10/2022	Regular	0.00	1,185.67	121290
1813	MN POLLUTION CONTROL AGENCY	06/10/2022	Regular	0.00	55.00	121291
1818	MN REVENUE	05/27/2022	Bank Draft	0.00	11,076.00	DFT0001740
6955	MOBERG, E.J.	06/03/2022	EFT	0.00	80.00	9881
1690	MOBILE HEALTH SERVICES LLC	06/10/2022	EFT	0.00	10,515.00	9951
1864	MONTES ELECTRIC INC	06/10/2022	Regular	0.00	782.23	121292
1877	MOTION INDUSTRIES INC	06/10/2022	EFT	0.00	111.25	9952
3932	MOTOROLA	06/03/2022	Regular	0.00	4,295.00	121266
2512	NATIONWIDE RETIREMENT	05/27/2022	Bank Draft	0.00	200.00	DFT0001723
2512	NATIONWIDE RETIREMENT	05/27/2022	Bank Draft	0.00	6.66	DFT0001724
1923	NCPERS MN GROUP LIFE INS.	06/03/2022	EFT	0.00	240.00	9882
1938	NEWMAN SIGNS	05/27/2022	EFT	0.00	340.47	9819
1945	NORM'S GTC	05/27/2022	Regular	0.00	354.95	121250
1945	NORM'S GTC	06/03/2022	Regular	0.00	74.39	121267
1945	NORM'S GTC	06/10/2022	Regular	0.00	135.75	121293
1986	NORTH CENTRAL INTERNATIONAL, INC	05/27/2022	EFT	0.00	759.95	9820
6820	NORTHWESTERN COLLEGE	06/10/2022	Regular	0.00	300.00	121294
4566	NSI SOLUTIONS	05/27/2022	Regular	0.00	605.00	121251
5891	ONE OFFICE SOLUTION	06/10/2022	EFT	0.00	93.03	9953
3809	O'REILLY AUTOMOTIVE STORES, INC	06/10/2022	EFT	0.00	189.23	9954
6796	ORIGIN WINE & SPIRITS	06/10/2022	EFT	0.00	107.90	9955
5117	PARSONS, DAVE	06/10/2022	EFT	0.00	423.51	9956
2019	PAUSTIS WINE COMPANY	05/27/2022	Regular	0.00	3,917.00	121252
2019	PAUSTIS WINE COMPANY	06/10/2022	Regular	0.00	3,504.00	121295
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	05/27/2022	EFT	0.00	16.00	9821
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	06/10/2022	EFT	0.00	64.00	9957
2028	PERA OF MINNESOTA REG	05/27/2022	Bank Draft	0.00	53,230.80	DFT0001732
2034	PETTY CASH	05/27/2022	Regular	0.00	222.00	121253
2036	PHILLIPS WINE AND SPIRITS INC	05/27/2022	EFT	0.00	13,811.17	9822
2036	PHILLIPS WINE AND SPIRITS INC	06/03/2022	EFT	0.00	6,354.73	9883
2036	PHILLIPS WINE AND SPIRITS INC	06/10/2022	EFT	0.00	14,940.52	9958
2037	PHOTOWORKS	06/03/2022	Regular	0.00	52.50	121268
6279	PIONEER PHOTOGRAPHY	06/10/2022	Regular	0.00	425.00	121296
3557	POMP'S TIRE SERVICE, INC.	06/10/2022	EFT	0.00	267.00	9959
2065	POWER PROCESS EQUIPMENT INC	06/03/2022	EFT	0.00	1,079.89	9884
2064	POWERPLAN	06/10/2022	Regular	0.00	968.57	121297
0477	PRZYBILLA, SCOTT	06/03/2022	EFT	0.00	30.00	9885
6166	PULVER MOTOR SVC, LLC	05/27/2022	EFT	0.00	80.00	9823
6166	PULVER MOTOR SVC, LLC	06/03/2022	EFT	0.00	80.00	9886
2096	QUARNSTROM & DOERING, PA	06/03/2022	EFT	0.00	11,369.42	9887
2112	R and G CONSTRUCTION COMPANY INC	05/27/2022	EFT	0.00	182,925.71	9824
5006	RAFF, ED	05/27/2022	EFT	0.00	199.95	9825
4826	RIEKE, BENJAMIN	06/03/2022	EFT	0.00	30.00	9888
0481	ROKEH, JASON	06/03/2022	EFT	0.00	30.00	9889
6106	RUNHOLT, CAROLYN	06/10/2022	EFT	0.00	412.98	9960
2201	RUNNINGS SUPPLY INC	05/27/2022	EFT	0.00	4.53	9826
2201	RUNNINGS SUPPLY INC	06/03/2022	EFT	0.00	330.33	9890
2201	RUNNINGS SUPPLY INC	06/10/2022	EFT	0.00	216.38	9961
5556	SANDGREN, KAYLYNN	06/03/2022	EFT	0.00	30.00	9891
2248	SCOTT'S TREE SERVICE	06/10/2022	EFT	0.00	500.00	9962
2253	SEELYE PLASTICS INC	06/10/2022	EFT	0.00	546.08	9963
6251	SHRED RIGHT	06/10/2022	EFT	0.00	15.00	9964
7012	SHRI GAYATRI LLC	06/10/2022	Regular	0.00	152.29	121298

Council Check Report

Date Range: 05/27/2022 - 06/14/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6928	SIGN SOLUTIONS USA, LLC	06/10/2022	EFT	0.00	6,743.28	9965
5987	SKRIEN, JETT	06/10/2022	Regular	0.00	300.00	121299
2288	SMI & HYDRAULICS, INC.	05/27/2022	EFT	0.00	116.68	9827
3495	SMSU	05/27/2022	EFT	0.00	990.00	9828
3495	SMSU	06/10/2022	EFT	0.00	438.75	9966
4855	SOUTHERN GLAZER'S	05/27/2022	EFT	0.00	7,386.11	9829
4855	SOUTHERN GLAZER'S	06/03/2022	EFT	0.00	1,563.30	9892
4855	SOUTHERN GLAZER'S	06/10/2022	EFT	0.00	18,190.76	9967
2311	SOUTHWEST GLASS CENTER	06/10/2022	EFT	0.00	887.20	9968
2318	SOUTHWEST SANITATION INC.	06/10/2022	EFT	0.00	3,046.77	9969
0491	ST AUBIN, GREGORY	06/03/2022	EFT	0.00	30.00	9893
4522	ST LOUIS MRO INC.	06/10/2022	EFT	0.00	82.50	9970
6531	ST MARY'S UNIVERSITY OF MINNESOTA	06/03/2022	Regular	0.00	300.00	121269
2349	STAN HOUSTON EQUIPMENT COMPANY INC	06/10/2022	EFT	0.00	30.90	9971
3808	STELTER, GEOFFREY	06/03/2022	EFT	0.00	30.00	9894
4134	STENSRUD, PRESTON	06/03/2022	EFT	0.00	30.00	9895
4385	STUART C IRBY CO.	06/03/2022	EFT	0.00	56.77	9896
6706	SUN LIFE FINANCIAL	06/03/2022	EFT	0.00	1,641.17	9897
0495	SWANSON, GREGG	06/03/2022	EFT	0.00	30.00	9898
2395	SWEDE'S SERVICE CENTER	06/10/2022	Regular	0.00	19.81	121300
6277	TALKING WATERS BREWING CO, LLC	05/27/2022	EFT	0.00	2,155.00	9830
4734	TESSMAN COMPANY	06/03/2022	EFT	0.00	1,925.76	9899
6802	THE ARTCRAFT GROUP, INC	06/03/2022	Regular	0.00	118.95	121270
7006	TIMMERMAN, LISA	05/27/2022	Regular	0.00	335.00	121254
3483	TITLE & ABSTRACT SERVICES, LLC	06/10/2022	Regular	0.00	662.00	121301
2429	TKDA	06/03/2022	EFT	0.00	15,050.00	9900
6389	TOWNE & COUNTRY EXCAVATING LLC	06/10/2022	EFT	0.00	74,600.02	9972
2460	TRI STATE PUMP AND CONTROL, INC	06/10/2022	Regular	0.00	257.36	121302
6786	TRUCK CENTER COMPANIES EAST LLC	05/27/2022	EFT	0.00	63.00	9831
6156	TRUE BRANDS	06/10/2022	EFT	0.00	463.28	9973
3342	TRUEDSON, SCOTT	06/03/2022	EFT	0.00	30.00	9901
5106	ULINE	05/27/2022	EFT	0.00	287.36	9832
6169	UNITED STATES ICE RINK ASSOCIATION	06/10/2022	Regular	0.00	275.00	121303
2499	US BANK	05/27/2022	Regular	0.00	850.00	121255
3443	VALIC DEFERRED COMP	05/27/2022	Bank Draft	0.00	941.61	DFT0001725
3443	VALIC DEFERRED COMP	05/27/2022	Bank Draft	0.00	1,405.77	DFT0001726
6092	VANDERMILLEN, SCOTT	06/03/2022	EFT	0.00	80.00	9902
4429	VANGUARD APPRAISALS, INC.	05/27/2022	Regular	0.00	9,487.50	121256
0512	VANLEEUEW, SARA J.	06/03/2022	EFT	0.00	70.00	9903
4489	VERIZON WIRELESS	05/27/2022	EFT	0.00	1,508.48	9833
4489	VERIZON WIRELESS	05/27/2022	EFT	0.00	400.32	9834
6113	VERSA-VEND VENDING INC	06/10/2022	EFT	0.00	2,595.10	9974
2538	VIKING COCA COLA BOTTLING COMPANY	05/27/2022	EFT	0.00	294.75	9835
2538	VIKING COCA COLA BOTTLING COMPANY	06/03/2022	EFT	0.00	123.83	9904
2538	VIKING COCA COLA BOTTLING COMPANY	06/10/2022	EFT	0.00	1,653.35	9975
4594	VINOUCPIA	05/27/2022	EFT	0.00	521.00	9836
6085	VOYA - INVESTORS CHOICE	05/27/2022	Bank Draft	0.00	2,191.90	DFT0001735
5288	WEST CENTRAL COMMUNICATIONS, INC	06/10/2022	EFT	0.00	19.00	9976
2591	WESTERN PRINT GROUP	06/03/2022	EFT	0.00	327.93	9905
7011	WIDSETH SMITH NOLTING & ASSOCIATES, INC.	06/10/2022	Regular	0.00	9,750.00	121304
2605	WINE MERCHANTS	06/03/2022	EFT	0.00	304.66	9906
2605	WINE MERCHANTS	06/10/2022	EFT	0.00	1,418.60	9977
7013	YOUR HOME IMPROVEMENT COMPANY	06/10/2022	Regular	0.00	158.05	121305

Council Check Report

Date Range: 05/27/2022 - 06/14/2022

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
2632	ZIEGLER INC	05/27/2022	EFT	0.00	2,454.59	9837

Bank Code AP Summary

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	134	76	0.00	232,056.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	225,019.53
EFT's	369	193	0.00	794,172.78
	<b>525</b>	<b>291</b>	<b>0.00</b>	<b>1,251,248.39</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	134	76	0.00	232,056.08
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	225,019.53
EFT's	369	193	0.00	794,172.78
	<b>525</b>	<b>291</b>	<b>0.00</b>	<b>1,251,248.39</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	5/2022	637,311.95
999	POOLED CASH FUND	6/2022	613,936.44
			<b>1,251,248.39</b>

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

6/14/2022

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	(26,609.74)	14,047,690.26	4,099,265.87	6,918,924.06	3,029,500.33		-	-
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00		3,039,722.04	2,661,221.96	52,616.00	26,000.00	52,616.00
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kuechle Underground	849,244.50		849,244.50			779,179.36		41,009.44	29,055.70
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	31,330.31	1,955,930.76			1,859,801.49		-	96,129.27
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10			109,320.20		5,753.70	260,585.20
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50	5,290.00	234,545.50				111,888.15	74,600.02	9,815.17
AP-005	101-43400-55120	10/12/2021	A/D Building Roof Repair	Gag Sheet Metal, Inc.	37,200.00	45,399.00	82,599.00			51,879.00		30,720.00	-
ST-002	495-43300-55170	2/8/2022	Bituminous Overlay on Various City Streets	Duininck, Inc	560,573.35		560,573.35						560,573.35
ST-003	480-43300-55170	2/6/2022	1st/Greeley/Williams Reconstruction	R & G Construction Co.	1,647,498.69	2,500.00	1,649,998.69				4,655.00	172,675.71	9,333.20
ST-001	101-43300-53425	2/22/2022	Chip Seals	Pearson Bros., Inc.	210,581.00		210,581.00						210,581.00
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72		1,142,009.72						1,142,009.72
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc	480,250.35		480,250.35						480,250.35
					<u>26,561,372.66</u>	<u>807,269.57</u>	<u>27,368,642.23</u>	<u>4,099,265.87</u>	<u>9,958,646.10</u>	<u>8,490,902.34</u>	<u>247,275.73</u>	<u>91,911.51</u>	<u>4,449,920.68</u>

PERCENT  
COMPLETE

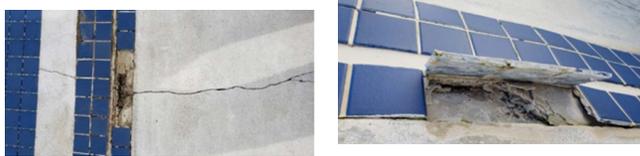
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**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO
<b>Subject:</b>	Aquatic Center Update
<b>Background Information:</b>	<p>With key support from our local legislators, Senator Dahms and Representative Swedzinski have put forth special legislation that would enable Marshall to extend the current sales tax at the current rate of 0.5% equaling 50 cents for every \$100 dollars spent on sales taxable items. Unfortunately, the Legislature adjourned in May of 2022 without passing a tax bill that would have included Marshall’s special sales tax legislation. This means that Marshall will need to delay the construction of a new aquatic center until the Legislature passes a tax bill in the future to secure sales tax revenue.</p> <p>In the meantime, staff have developed a Frequently Asked Questions (FAQ) document that can be shared with the community giving background, but also the status of the project.</p> <p>Mayor and staff have reviewed financing options with Baker Tilly. Although other bonding options are available, the property tax levy would be the main source of revenue and at a level that may not be fiscally prudent.</p> <p>Flaherty and Hood Legislative Lobbyist Marty Seifert will be available via Zoom to provide an update and answer any questions with regard to past and future legislative work.</p>
<b>Fiscal Impact:</b>	\$14 million of revenue implications
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	None

## Why is Marshall considering a new aquatic center?

The structures of both the lap/general use-pool and diving pool have significant cracking and structural deterioration at the gutter joint, internal expansion joints, and wall to floor interface. Water intrusion is evident by the delamination of the concrete surface and associated tile and plaster finishes at these locations. City staff has documented that the lap/general-use pool and diving pool are currently losing water due to leaks at a rate of 12,000 to 15,000 gallons per day (1,080,000 to 1,350,000 gallons per summer based on a three-month use period). This is an extreme amount of water loss for a pool vessel.



The existing bath house and concessions building suffers from many conditions typical of a building more than 50 years old. It has numerous code compliance issues and many of the building components are inadequate, function poorly or are decayed beyond reasonable repair. The building also has numerous issues in how it serves the users and presents itself to the public. Many areas of the building do not meet the American with Disabilities Act.

The mechanical and electrical systems have deteriorated and are in need of repair. Water line breaks are common and waste lines are failing. There is a significant problem of sewer gas entering the shower area of the building and staff have made a makeshift repair that needs replacement. The staff has had to make many repairs to the plumbing systems and these repairs are exposed and add to the poor appearance of the building. Exhaust fans are old and inadequate and provide poor ventilation within spaces. Electrical systems are original.

Item 12.



The original 1937-38 constructed Marshall Pool. The Main Pool is still in use today.



The current 1969 reconstructed facility is showing its age and has numerous deficiencies in code compliance, operations, customer experience and maintenance costs.



# Marshall's need for an Aquatic Center



# Frequently Asked Questions

## Why is an aquatic center important for our community?

A community aquatic center is beneficial because it is an attraction to perspective community members, promotes interaction and connection with children and families, and promotes a healthy lifestyle. In addition, swimming pools also increase safety in the community because swimming is not just exercise, it is a life-saving skill.

## What will the new aquatic center consist of?

Concepts for the new aquatic center building program was developed with input from city staff and stakeholders. Participants expressed their desire for items such as increased opportunities for younger children, new amenities, an improved bath house, a concessions area in view of the pool area, a splash pad, and more shade. The building program includes aquatic elements that can accommodate a wide age range and program spaces (changing rooms, concessions, and additional parking) that better serve patrons and staff.



## Will the old pool be open while the new pool is under construction?

Yes! We do not anticipate on having to close the old pool until the new pool is open for use by the public as the city is working with CJ Foods on acquiring property on West College Drive, near the intersection of Sar Item 12. West College Drive.

## Is there support for a new aquatic center?

Yes, based on results of a community survey, when respondents were asked an open-ended question to identify additional recreation amenities and programs that the city could offer, the most common responses were related to swimming pools and water parks. The former topic covered responses related specifically to swimming pools and swimming lessons, while the “water park” topic included references to things like splash pads, water slides, and other water features outside of swimming pools. Furthermore, over 90% of survey respondents reinforced the notion that parks are an essential component for quality of life and attracting individuals to live in and visit the Marshall community.

## How much will the new aquatic center cost and how will the city pay for a new aquatic center?

A key part of the community survey was garnering public input regarding different funding options the City of Marshall is exploring to help pay for current or new amenities. The community’s reaction to an extension of the current sales tax was generally good, with a 74% positive response rate.

The city is requesting a sales tax extension - it does not raise taxes. If the sales tax extension fails, a property levy increase would mean a 19% increase in the levy.

The question of whether to fund the construction of a new aquatic center would be placed on a general election ballot question and the voters of Marshall would be able to vote on the approval of the extension of the sales tax to pay for the new aquatic center.

The aquatic center proposed cost estimated in late 2021 is approximately \$14 million. Costs include not only pool construction, but site development, building construction for operation and maintenance, equipment for operation and project fees.

## What will happen to the old pool?

Once construction of the new aquatic center is complete, the old pool will be demolished to accommodate future park maintenance operations.



## What is the status of the project?

With key support from our local legislators, Senator Dahms and Representative Swedzinski have put forth special legislation that would enable Marshall to extend the current sales tax at the current rate of 0.5% equaling 50 cents for every \$100 dollars spent on sales taxable items. Unfortunately, the Legislature adjourned in May of 2022 without passing a tax bill that would have included Marshall’s special sales tax legislation. This means that Marshall will need to delay the construction of a new aquatic center until the Legislature passes a tax bill in the future to secure sales tax revenue.

## How can I get involved?

If people are interested and realize the value of having an aquatic center in the community, the city encourages and welcomes them to get involved. One such way will be a formation of a community led aquatic center support committee following further advancement of the project. You can contact Community Services at 507-537-6767 to volunteer.

## Where can I get more information?

Visit the City of Marshall’s website at [ci.marshall.mn.us](http://ci.marshall.mn.us) or call Community Services at 507-537-6 Page 59



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Presentation of the 2021 City of Marshall Audit
<b>Background Information:</b>	Attached is the 2021-year end audit for the City of Marshall. Nancy Schulzetenberg of BerganKDV will present the 2021-year end audit.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve the 2021-year end audit for the City of Marshall

**DO  
MORE.**

City of Marshall  
Audit Presentation

June 14, 2022

# Components of the Audit

- **Opinion on the City's Basic Financial Statements**
  - Unmodified Opinion – Best opinion an auditor is able to offer  
Provides assurance that the financial statements are fairly presented in all material respects
- **Report on the results of an audit performed in accordance with *Government Auditing Standards***
  - No findings
- **Report on Compliance for each Major Program and on Internal Control over Compliance Required by the Uniform Guidance**
  - Capitalization Grants for Clean Water State Revolving Funds, Unmodified opinion on compliance and no internal control findings

# Components of the Audit (Continued)

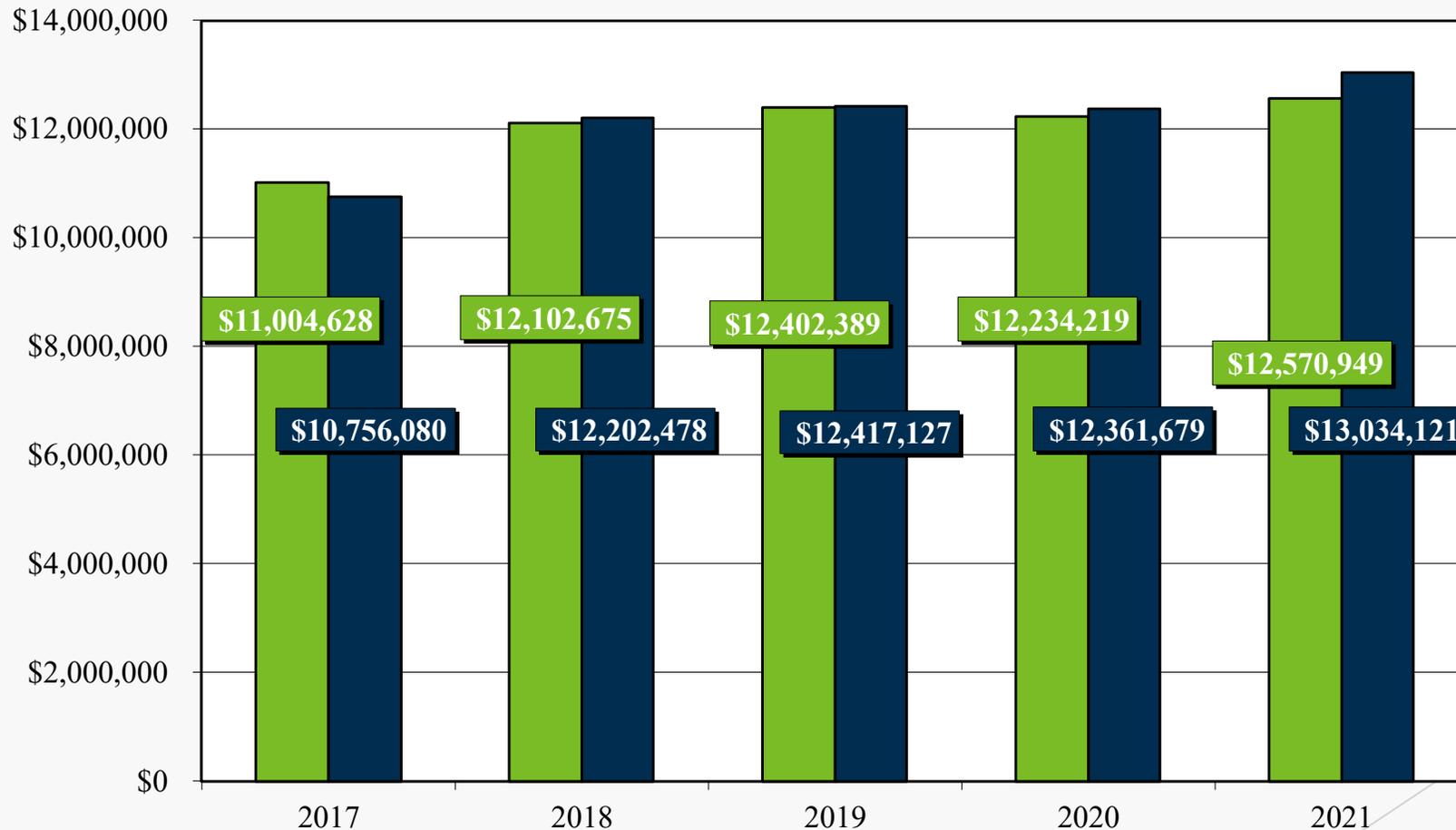
- Report on the results of testing on *Minnesota Legal Compliance*
  - No findings
- Required Communication
- Financial Analysis as provided in our Communications Letter

# General Fund

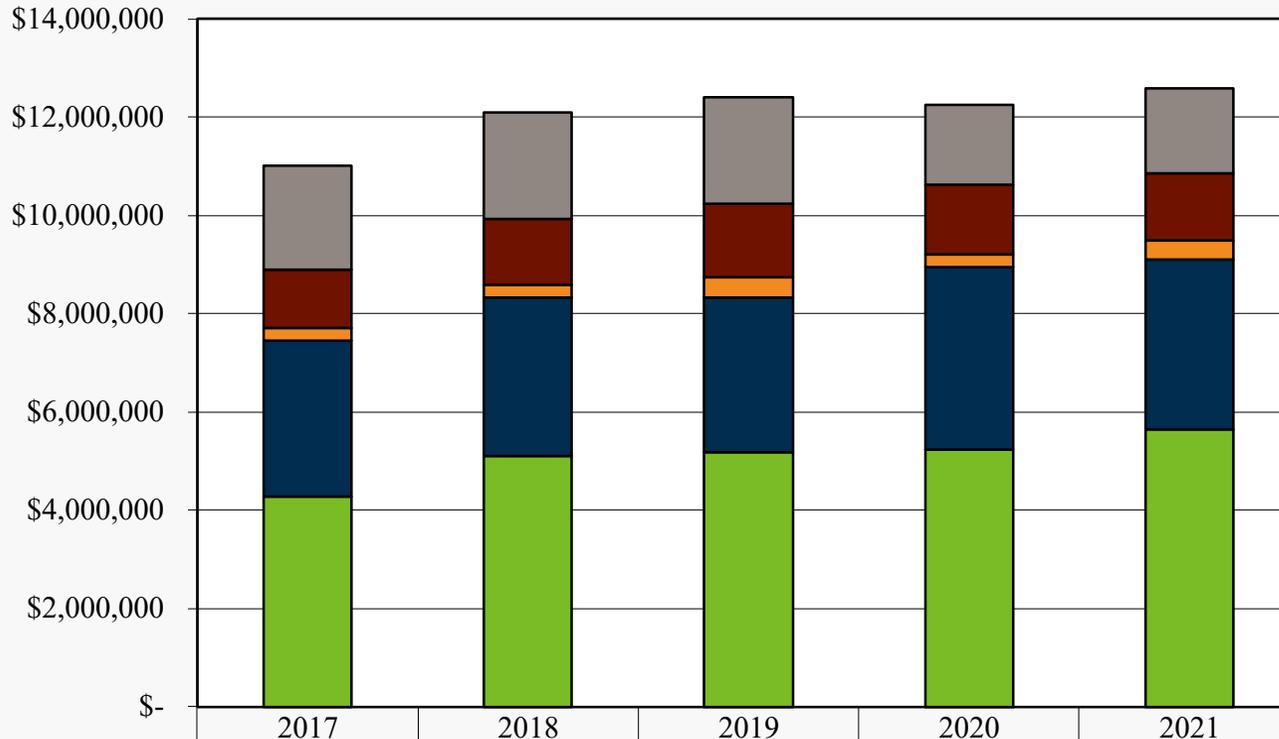
## Revenues and Expenditures

	2017	2018	2019	2020	2021
Revenues	\$ 11,004,628	\$ 12,102,675	\$ 12,402,389	\$ 12,234,219	\$ 12,570,949
Expenditures	10,756,080	12,202,478	12,417,127	12,361,679	13,034,121
Proceeds from the sale of capital assets	29,945	5,160	-	-	-
Net transfers	252,105	327,105	(375,000)	300,000	50,000
<b>Net change in fund balance</b>	<b>\$ 530,598</b>	<b>\$ 232,462</b>	<b>\$ (389,738)</b>	<b>\$ 172,540</b>	<b>\$ (413,172)</b>

# General Fund Revenues and Expenditures

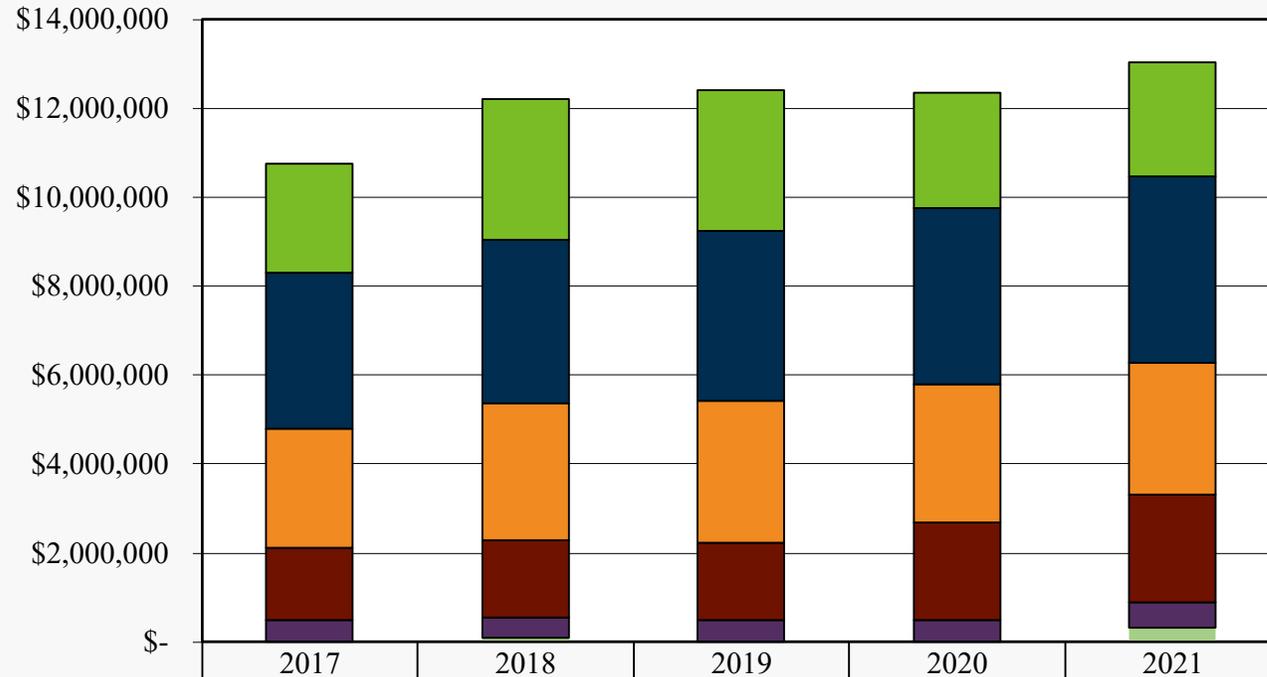


# General Fund Revenues



	2017	2018	2019	2020	2021
Charges for Services	\$2,121,421	\$2,180,174	\$2,161,714	\$1,617,579	1,723,984
Other	1,186,877	1,331,357	1,512,000	1,414,461	1,361,435
Licenses and Permits	248,761	262,748	409,622	251,480	398,207
Intergovernmental	3,183,908	3,233,991	3,151,228	3,731,984	3,439,496
Taxes	4,263,661	5,094,405	5,167,825	5,218,715	5,647,827

# General Fund Expenditures



	2017	2018	2019	2020	2021
General Government	\$2,447,986	\$3,154,434	\$3,180,045	\$2,605,957	2,570,769
Public Safety	3,501,282	3,691,773	3,810,175	3,971,645	4,185,451
Public Works	2,684,962	3,053,572	3,182,712	3,086,069	2,949,491
Culture and Recreation	1,628,759	1,765,202	1,742,781	2,197,312	2,432,995
Airport	493,091	451,632	489,969	500,696	567,140
Capital Outlay	-	85,865	11,445	-	328,275

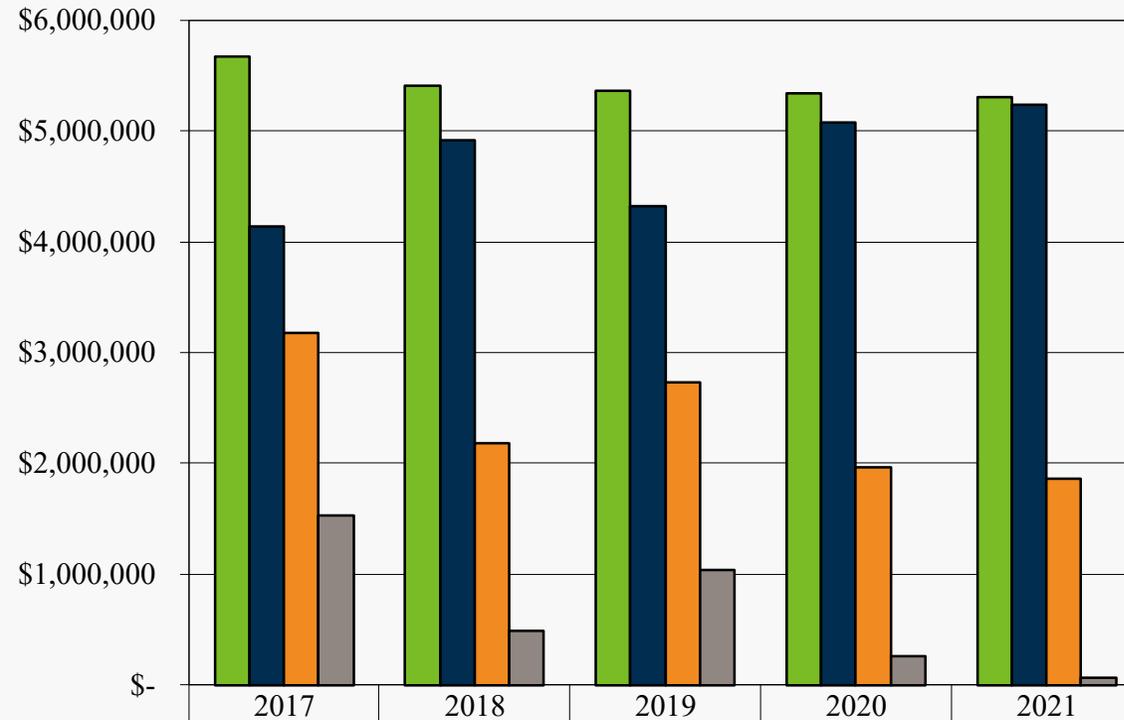
# General Fund

## Budgetary Comparison

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget - Over (Under)
<b>Revenues</b>				
Taxes	\$5,569,630	\$5,569,630	\$5,647,827	\$ 78,197
Licenses and permits	361,340	361,340	398,207	36,867
Special assessments	-	-	2,420	2,420
Intergovernmental	3,197,350	3,197,350	3,439,496	242,146
Charges for services	2,267,076	2,267,076	1,723,984	(543,092)
Fines and forfeitures	112,450	112,450	73,248	(39,202)
Investment earnings	147,000	147,000	18,127	(128,873)
Miscellaneous	1,158,773	1,158,773	1,267,640	108,867
Total revenue	12,813,619	12,813,619	12,570,949	(242,670)
<b>Expenditures</b>				
General government	2,769,358	2,769,358	2,570,769	(198,589)
Public safety	4,183,959	4,183,959	4,185,451	1,492
Public works	3,154,719	3,154,719	2,949,491	(205,228)
Culture and recreation	2,625,633	2,625,633	2,432,995	(192,638)
Airport	546,948	546,948	567,140	20,192
Capitl outlay	-	-	328,275	328,275
Total expenditures	13,280,617	13,280,617	13,034,121	(246,496)
Excess of revenue over (under) expenditures	(466,998)	(466,998)	(463,172)	3,826
<b>Other Financing Sources (Uses)</b>				
Net transfers	300,000	300,000	50,000	(250,000)
<b>Net change in fund balances</b>	<b>\$ (166,998)</b>	<b>\$ (166,998)</b>	<b>\$ (413,172)</b>	<b>\$ (246,174)</b>

# Enterprise Funds

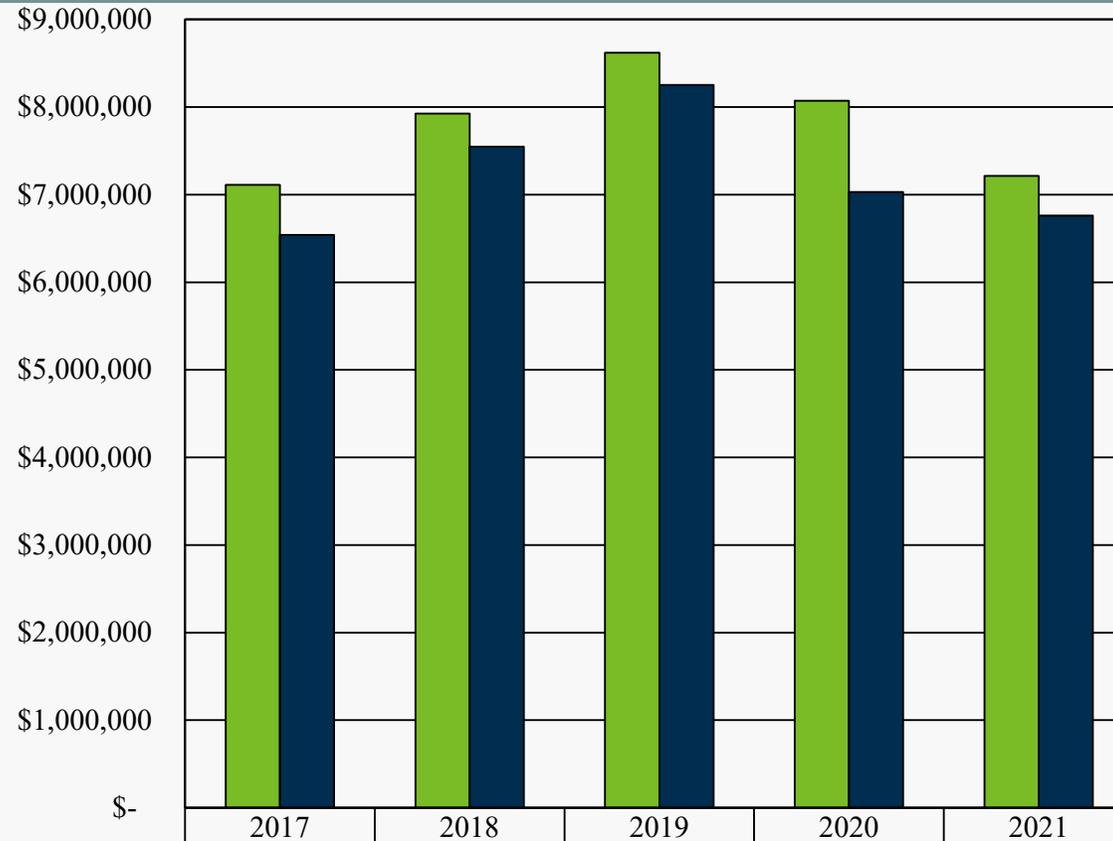
## Wastewater Treatment Operations



	2017	2018	2019	2020	2021
Operating Revenues	\$5,672,749	\$5,410,581	\$5,359,354	\$5,338,470	\$5,301,123
Operating Expenses	4,137,225	4,916,211	4,323,619	5,078,376	5,234,921
Operating Income without Depreciation	3,176,129	2,178,806	2,733,510	1,967,281	1,867,995
Operating Income	1,535,524	494,370	1,035,735	260,094	66,202

# Enterprise Funds

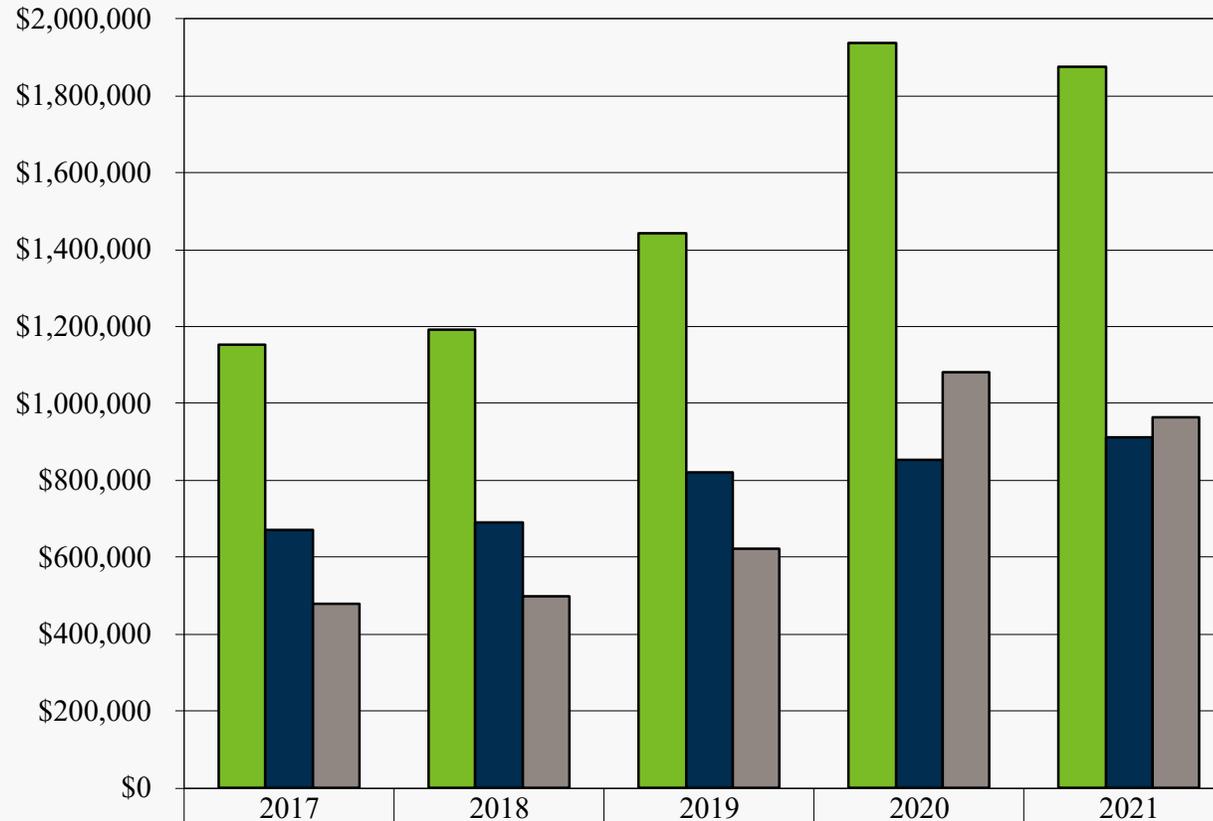
## Wastewater Treatment Fund



	2017	2018	2019	2020	2021
■ Cash and Investments	\$7,112,905	\$7,925,351	\$8,619,615	\$8,071,315	\$7,213,877
■ Restricted and Unrestricted Net Position	6,540,906	7,547,749	8,253,391	7,028,592	6,759,576

# Enterprise Funds

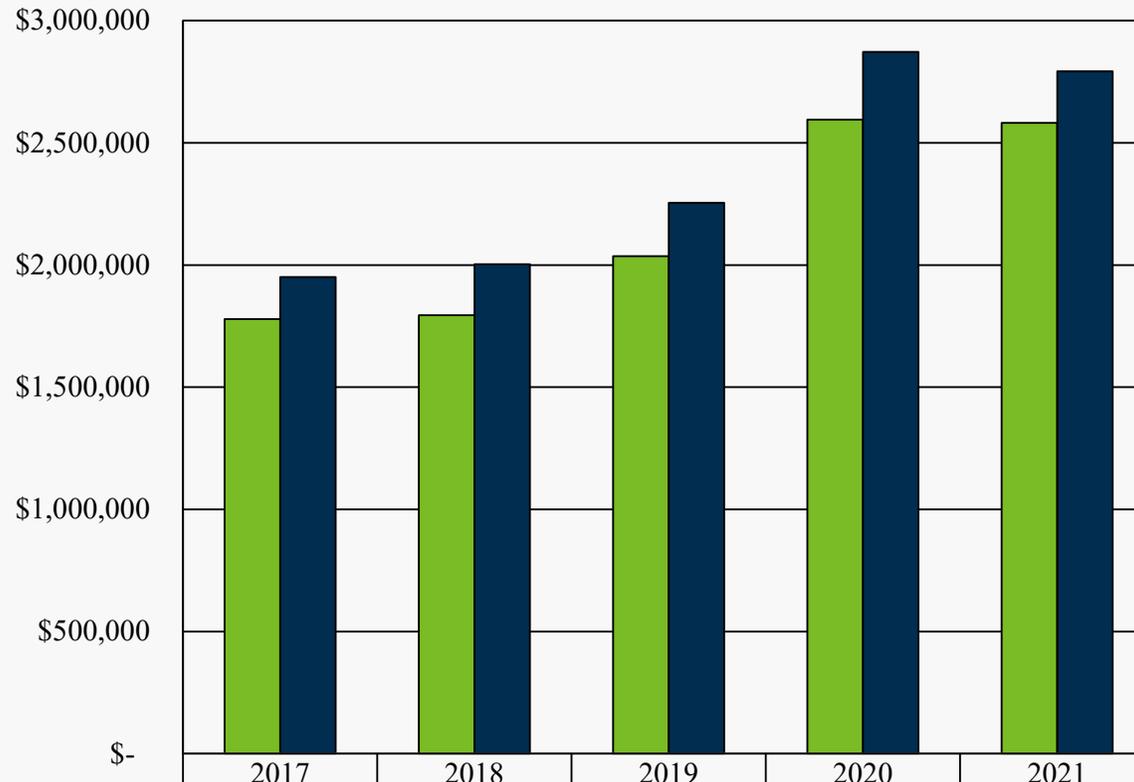
## Municipal Liquor Store Operations



	2017	2018	2019	2020	2021
<span style="color: green;">■</span> Gross Profit	\$1,152,404	\$1,191,248	\$1,443,780	\$1,937,105	\$1,875,898
<span style="color: darkblue;">■</span> Operating Expenses	671,924	691,343	821,280	855,089	912,143
<span style="color: grey;">■</span> Operating Income	480,480	499,905	622,500	1,082,016	963,755

# Enterprise Funds

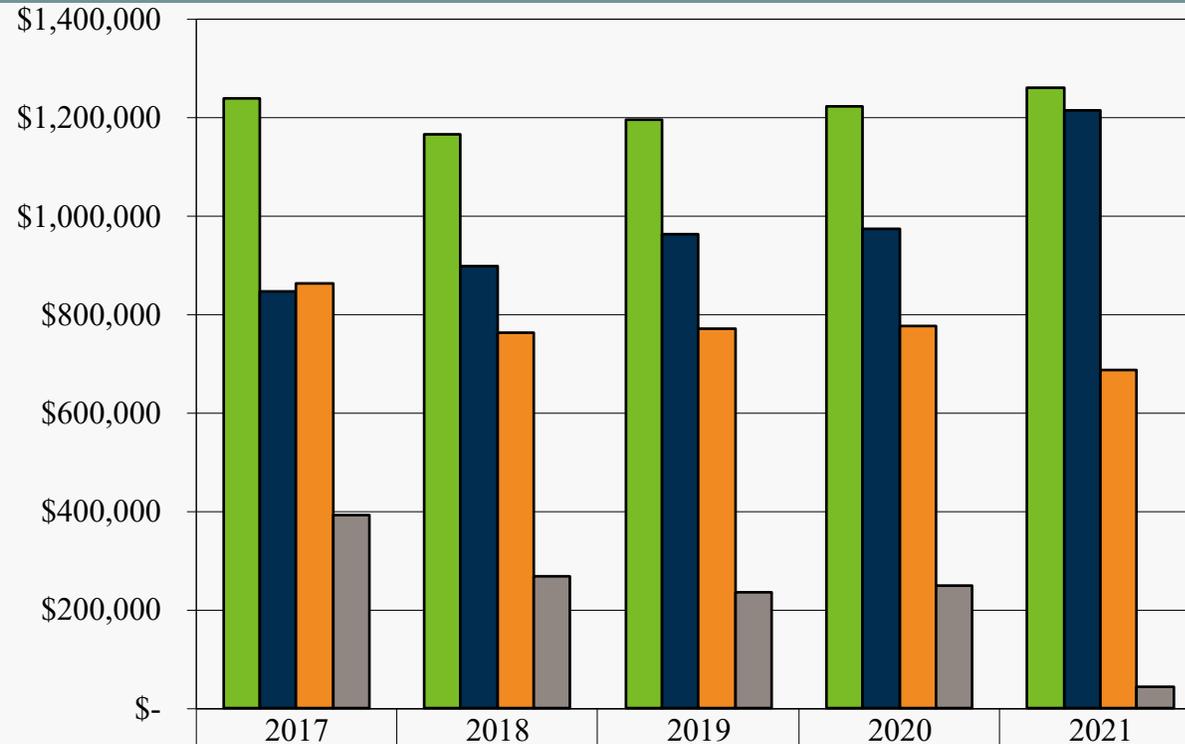
## Municipal Liquor Store Fund



	2017	2018	2019	2020	2021
■ Cash and Investments	\$1,778,769	\$1,794,175	\$2,036,309	\$2,595,721	\$2,581,630
■ Restricted and Unrestricted Net Position	1,950,601	2,003,097	2,254,908	2,872,515	2,793,064

# Enterprise Funds

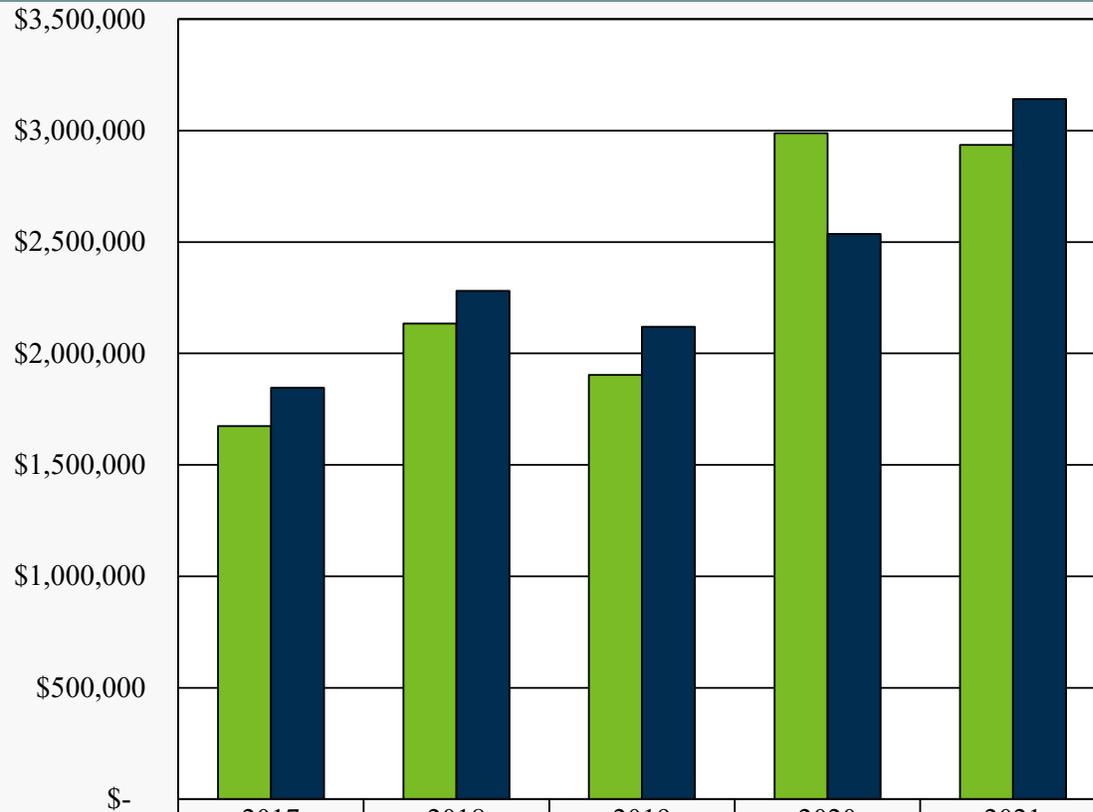
## Surface Water Management Operations



	2017	2018	2019	2020	2021
Operating Revenues	\$1,241,042	\$1,165,997	\$1,197,997	\$1,223,517	\$1,260,382
Operating Expenses	848,636	897,843	962,843	974,188	1,215,366
Operating Income without Depreciation	863,592	764,837	773,137	778,150	687,502
Operating Income	392,406	268,154	235,154	249,329	45,016

# Enterprise Funds

## Surface Water Management Fund



	2017	2018	2019	2020	2021
■ Cash and Investments	\$1,674,910	\$2,134,155	\$1,903,710	\$2,988,792	\$2,935,627
■ Restricted and Unrestricted Net Position	1,846,029	2,280,679	2,119,204	2,535,832	3,141,326

# Governmental Funds

## Revenue Per Capita

### Governmental Funds Revenue Per Capita with State-Wide Averages by Population Class

Year	State-Wide*			City of Marshall**		
	December 31, 2020			2019	2020	2021
Population	2,500-10,000	10,000-20,000	20,000-100,000	13,651	13,604	13,421
Property taxes	\$ 540	\$ 517	\$ 537	\$ 661	\$ 672	\$ 737
Tax increments	34	33	44	23	27	34
Franchise fees and other taxes	49	61	45	36	28	31
Special assessments	54	39	54	101	61	95
Licenses and permits	36	39	46	30	19	30
Intergovernmental revenues	474	367	273	671	466	465
Charges for services	112	89	90	181	143	152
Other	83	69	69	193	187	164
<b>Total revenue</b>	<b>\$ 1,382</b>	<b>\$ 1,214</b>	<b>\$ 1,158</b>	<b>\$ 1,896</b>	<b>\$ 1,603</b>	<b>\$ 1,708</b>

# Governmental Funds Expenditures Per Capita

## Governmental Funds Expenditures Per Capita with State-Wide Averages by Population Class

Year	State-Wide*			City of Marshall**		
	December 31, 2020			2019	2020	2021
Population	2,500-10,000	10,000-20,000	20,000-100,000	13,651	13,604	13,421
<b>Current</b>						
General government	\$ 176	\$ 140	\$ 118	\$ 254	\$ 194	\$ 195
Public safety	315	288	320	293	304	326
Public works	147	122	112	234	287	258
Parks and recreation	100	112	95	256	294	319
Other	96	108	104	61	124	92
<b>Total current</b>	<b>\$ 834</b>	<b>\$ 770</b>	<b>\$ 749</b>	<b>\$ 1,098</b>	<b>\$ 1,203</b>	<b>\$ 1,190</b>
<b>Capital outlay and construction</b>	<b>\$ 585</b>	<b>\$ 428</b>	<b>\$ 331</b>	<b>\$ 496</b>	<b>\$ 612</b>	<b>\$ 549</b>
<b>Debt service</b>						
Principal	\$ 172	\$ 149	\$ 91	\$ 326	\$ 266	\$ 263
Interest and fiscal	45	42	33	78	84	83
<b>MIDWEST WAY</b>						
<b>Total debt service</b>	<b>\$ 217</b>	<b>\$ 191</b>	<b>\$ 124</b>	<b>\$ 404</b>	<b>\$ 350</b>	<b>\$ 346</b>

Item 13.

# Questions?

Nancy Schulzetenberg, CPA

320.650.0219

[Nancy.Schulzetenberg](#)

[@bergankdv.com](#)



DO  
MORE.



LET'S DO MORE, TOGETHER.

**THANK YOU**

*BerganKDV is a leading professional services firm with a contagious culture; where growth is fostered and making a difference means something. Our values drive our decisions, and our passion is empowering people and creating a wow experience for our clients.*

*We are powered by people who do business the Midwest way delivering comprehensive business, financial and technology solutions including business planning and consulting, tax, assurance and accounting, technology, wealth management and turnaround management services. From tax reform to technology, we go beyond so you can...*

*DO MORE.*



**berganKDV**  
*bergankdv.com | #starthere*

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Renewal of Bird Scooter Program in City of Marshall
<b>Background Information:</b>	<p>Bird Rides Inc initial Memorandum of Understanding (MOU) was effective through May 31, 2022. Since then, the City has been cooperating with Bird Rides Inc under a good faith arrangement until formal action by City Council. The proposal by Bird Scooters is to amend the original MOU to allow for renewal and successive renewals. The MOU allows for 30 days written notice of termination.</p> <ul style="list-style-type: none"> <li>• Discussion with Bird Rides Inc has resulted in the following changes within the City of Marshall:</li> <li>• Reduced speed to 10 MPH in City Parks</li> <li>• Reduced speed to 10 MPH in Downtown/Main Street areas</li> <li>• Elimination of rides within Memorial Park</li> <li>• Placement of Scooters to not be concentrated solely on Main Street</li> </ul> <p>Representatives from Bird Rides will be available via Zoom to answer any questions from the Council.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	<p>Restrict further Scooter operations</p> <p>Do not approve MOU Amendment</p>
<b>Recommendations:</b>	Approve renewal of Bird Scooter Program in City of Marshall, noting right to terminate with 30 day written notice.

## Memorandum of Understanding

City of Marshall, A Minnesota municipal corporation (City) will permit Bird Rides, Inc. to provide services under the following terms, conditions, and limitations. This agreement shall remain in effect until June 1, 2022 unless terminated as set forth below.

### AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems within Marshall jurisdictional boundaries. No person or business entity shall deploy a Stand-up electric scooter sharing system in the City in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be enforced by Marshall consistent with enforcement for bicyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time), each and every day.
- 5) Bird Rides, Inc. shall provide a minimum of 50 vehicles at launch.
- 6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to the City as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless Marshall (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. Marshall's right to indemnification shall be contingent on City notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of its own defense; City shall have the right to defend itself if necessary. City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.
- 9) Insurance: Bird Rides, Inc. shall provide Marshall with proof of insurance coverage exclusively for the operation of Stand-up electric scooters including: (a) Commercial General

Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; and (c) where Bird Rides, Inc. employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10) Notices: All notices and communications to the City from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement.

14) This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**City of Marshall, Minnesota**

**Bird Rides, Inc.**

Signed By:

Signature: 

Print Name: Robert J. Byrnes

Title: Mayor

Attest:

Signature: 

Print Name: Kyle Box

Title: City Clerk

DocuSigned by:

Signature: 

Print Name: Austin Marshburn

Title: Head of City & University Partnerships

**Extension Amendment to  
Memorandum of Understanding**

This extension amendment (this "Amendment") dated as of June 14, 2022 is entered into by and between Bird Rides, Inc., located at 406 Broadway, #369, Santa Monica, CA 90401 ("Company"), and the City of Marshall, located at 1651 Victory Drive, Marshall, MN 56258 ("City"), and amends that certain Memorandum of Understanding dated as of May 26, 2021 by and between Company and City (as further amended, restated, supplemented or modified from time to time prior to the date hereof, the "Agreement").

The Agreement is amended as follows:

1. Term. The term of the Agreement shall hereby continue through June 1, 2023 and shall automatically renew for successive six-month terms thereafter unless terminated by either party.
2. Except as set forth in this Amendment, the Agreement is modified as set forth herein and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. Unless otherwise stated in this Amendment, defined terms shall be given the meanings attributed to them in the Agreement.

**Company:**

**Bird Rides, Inc.**

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

Name:

Title:

**City:**

**Marshall, MN**

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

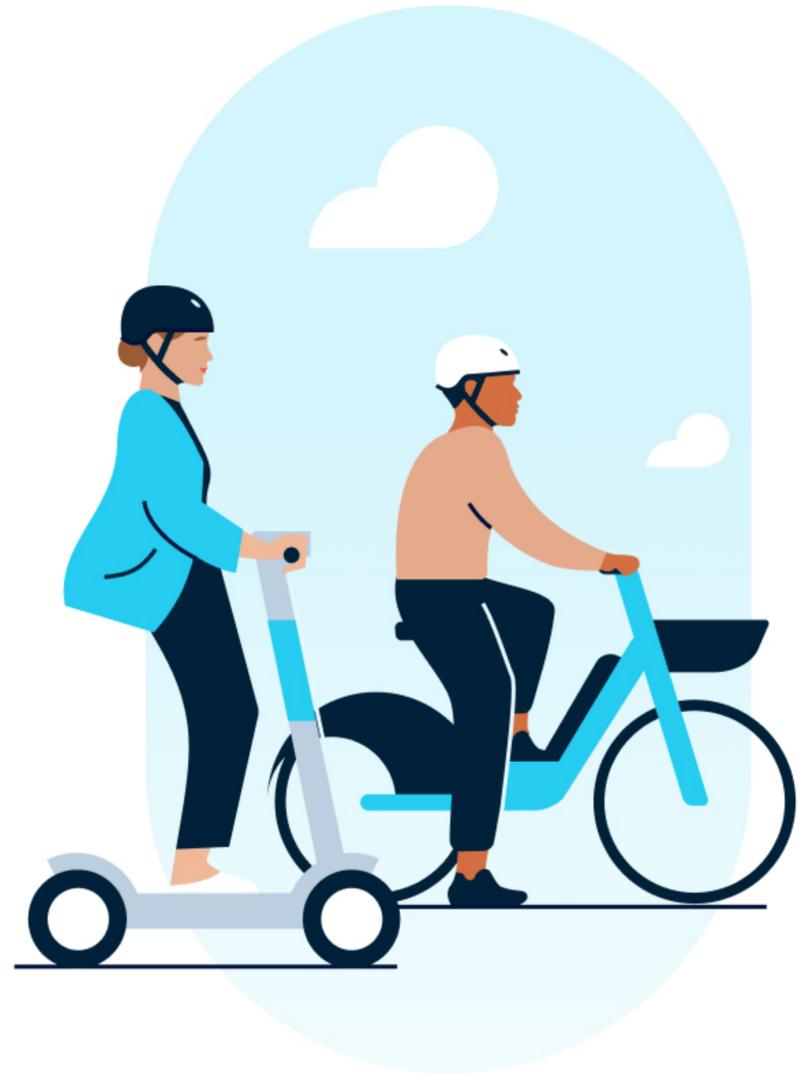
Name:

Title:



# Help Bird Keep Sidewalks Clear!

If you see a Bird that's blocking the public right of way, please let us know. There are several ways to alert Bird when there's an issue. You can:



## Open Your App

In the bottom left corner of the Bird mobile app, click on the Community Mode icon ⚠️ and file a report. This sends an immediate action alert to our Operations team.



## Email Us

General Support Email: [hello@bird.co](mailto:hello@bird.co)  
Send us an email with details of the location to file a report with our Operations team.



## Call Us

Our 24/7 support line +1 (866) 205-2442  
Our support line is here to help resolve any reports quickly and efficiently.

Cleaner air. Less traffic. More joy.



+1 (866) 205-2442 · [hello@bird.co](mailto:hello@bird.co)



<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Request for Conditional Use Permit Hope Harbor 219 North High Street
<b>Background Information:</b>	<p>This is a request by Hope Harbor, for a Conditional Use Permit to provide service for 8 persons in a residential facility. The ordinance allows residential facilities serving 6 or fewer people as a permitted use, but facilities serving more than 6 people are allowed only as a conditional use.</p> <p>The major consideration may be parking. Based on the information provided by the owner, there are 5 or 6 people working or volunteering in the building daily and residents do not own or use vehicles. This house has a two-car garage, and driveway in front of it may accommodate more vehicles, even though part of it is steeply sloped. There is one business vehicle stored in the garage, and the owner said that adjacent churches offered their parking areas for overflow. Including a condition not to park on the street will mitigate the impact of parking on surrounding areas and will not be a significant burden on the applicant.</p> <p>Requirements for R-1 One Family Residence District are in Section 86-97. Conditional use requirements can be found in Section 86-46 through 86-49.</p> <p>At the Planning Commission meeting on June 8, 2022, during the public hearing neighbors brought up concerns about parking in the area. A motion was made by Deutz, seconded by Schroeder, to recommend approval to City Council with conditions listed. all voted in favor of the motion.</p>
<b>Fiscal Impact:</b>	None known
<b>Alternative/ Variations:</b>	Deny the request for reason it does not meet the intent of Section 86-49.
<b>Recommendations:</b>	<p>that the Council approve the conditional use permit with the following conditions:</p> <ol style="list-style-type: none"> <li>1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the Class of District which such structure is located therein shall be conformed with.</li> <li>2. That the City reserves the right to revoke the Conditional Use Permit in the event that the applicant has breached the conditions contained in this permit provided first, however, that the City serve the applicant with written notice specifying items of any such default and thereafter allow the applicant a reasonable time in which to cure any such default.</li> <li>3. That the owner maintains the structure to conform with the Zoning Ordinance, Building Code, and not cause or create negative impacts to existing or future properties adjacent thereto.</li> <li>4. That staff and volunteers park on the property or overflow parking lot at nearby churches and visitors park in front of the Hope Harbor property and on their side of the street only.</li> </ol>

**CONDITIONAL USE PERMIT**  
City of Marshall, Minnesota

**WHEREAS**, the Planning Commission of the City of Marshall has held a Public Hearing for a Conditional Use Permit to provide service for 8 persons in a residential facility. The legal description of the property is:

**LOTS 3 & 4 BLOCK 1 DEPOVER AND OGLE ADDITION**  
**State of Minnesota, County of Lyon, State of Minnesota**  
**(219 North High Street)**

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

**WHEREAS**, the Planning Commission has designated certain conditions in the granting of such use permit,

**NOW THEREFORE**, be it resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to Hope Harbor for a residential facility for eight unrelated people in an R-1 One Family Residence District on the premises described herein subject to the following conditions:

1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair any such default.
3. That the property is maintained to conform to the Housing Code, Zoning Code, Building Code, and not cause or create negative impacts to adjacent existing or future properties.
4. That staff and volunteers park on the property or overflow parking lot at nearby churches and visitors park in front of the Hope Harbor property and on their side of the street only.

**ADOPTED June 14, 2022.**

ATTEST:

\_\_\_\_\_  
Mayor

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

This Instrument Drafted By:  
Jason R. Anderson, P.E.  
City Engineer/Zoning Administrator

(SEAL)

File No. 1151





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Authorizing Execution of Mn/DOT Grant Agreement No. 1050944 (S.P. A4201-105) for Taxiway Crack Fill w/ Seal Coat at the Airport.
<b>Background Information:</b>	The City received notification from Mn/DOT-Aeronautics that MML has been identified as a recipient of a State grant (State participation rate of 70% / 30% local) for Taxiway Crack Sealing at the Airport. The Mn/DOT-Aeronautics Capital Improvement Program (CIP) for the Airport includes this project in the amount of \$75,000.
<b>Fiscal Impact:</b>	<p>This project is included in the Airport CIP in the amount of \$75, 000 with participation rates of 70% State (\$52,500.00) / 30% local (\$22,500.00).</p> <p>It is the intent to utilize City staff and crack sealing equipment, and we'd like to bill City labor and materials to the grant to do the work ourselves in lieu of hiring a contractor. We may hire a contractor for some filling work on wider cracks, but we intend to complete as much sealing work with our own staff as possible. Per MnDOT, when the credit application is submitted to MnDOT for payment, the State will need Force Account documentation included in the application, which requires documentation relating to staff and equipment used on the project.</p>
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council adopt RESOLUTION NUMBER 22-XXX, which is the Resolution of Authorization to Execute Mn/DOT Grant Agreement No. 1050944 (S.P. A4201-105) for Airport Improvement Excluding Land Acquisition for Taxiway Crack Fill w/ Seal Coat at the Airport.



**RESOLUTION 22-\_\_\_\_\_**

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

It is resolved by the **City of Marshall** as follows:

1. That the state of Minnesota Agreement No. **1050944**,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. **A4201-105** at the **Southwest Minnesota Regional Airport** is  
accepted.

2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Title) (Title)  
authorized to execute this Agreement and any amendments on behalf of the  
**City of Marshall**.

**CERTIFICATION**

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**STATE OF MINNESOTA  
STATE AIRPORTS FUND  
GRANT AGREEMENT**

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

## RECITALS

---

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

## AGREEMENT TERMS

---

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

- 1.1 **Effective Date.** This agreement will be effective on June 6, 2022, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A4201-105**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit "A" - City of Marshall's Grant Request Letter; and Exhibit "B": Credit Application, are attached and incorporated into this Agreement.

### 2 Grantee's Duties

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

the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

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

### 3 Time

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

### 4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Taxiway Crack Fill w/ Seal Coat	0%	70%	30%
Federal Committed:	\$0.00		
State:		<b>\$ 52,500.00</b>	
Grantee:		<b>\$ 22,500.00</b>	

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

- 4.2 **Travel Expenses.** No Reimbursement for travel and subsistence expenses are included in this Grant. Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$ 52,500.00**.
- 4.5 **Payment**

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

*Monthly, or as work completion dictates.*

- 4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the

corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

**4.5.4 Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

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

**4.5.5.1** The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

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

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

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

**4.5.7 Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

**4.6 Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

## 5 Conditions of Payment

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

## 6 Authorized Representatives

6.1 The State's Authorized Representatives are:

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

6.2 Grantee's Authorized Representative is:

Jason Anderson, City Engineer/Public Works Director  
Phone (507) 537-6773 ([jason.anderson@ci.marshall.mn.us](mailto:jason.anderson@ci.marshall.mn.us))  
City of Marshall  
344 West Main Street  
Marshall, MN 56258-1313

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

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

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 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.

## 8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

## 9 State Audits

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

## 10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

### 10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works

and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

## 10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

## 11 **Workers Compensation**

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

## 12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

## 13 **Governing Law, Jurisdiction, and Venue**

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

## 14 **Termination; Suspension**

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

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

disburse additional funds and requiring the return of all or part of the funds already disbursed.

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

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

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

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

15 **Data Disclosure**

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

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

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

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

19 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035)

Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

**20 Additional Provisions**

[Intentionally left blank.]

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Contract/PO No(s). \_\_\_\_\_

**GRANTEE**

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

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

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

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

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

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

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



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

May 9, 2022

SP A4201-105

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

MnDOT Contract # 1050944

Re: Southwest Minnesota Regional Airport / Ryan Field (MML)  
Taxiway Sealcoat/Crack Fill  
SFY 2022 Grant Request

Dear Luke:

The City of Marshall hereby requests a grant agreement for State funding for the Taxiway Sealcoat/Crack Fill project at the Southwest Minnesota Airport (MML). The City of Marshall estimates project costs at \$75,000, as identified in our capital improvement plan. State funding is requested in the amount of \$52,500 (70% of total project cost).

Thank you for your consideration. If you have any questions concerning this request, please contact me at 507-537-6773 or [jason.anderson@ci.marshall.mn.us](mailto:jason.anderson@ci.marshall.mn.us).

Respectfully,

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

cc: John Peterson, TKDA







## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	MPCA Chloride Reduction Grant – Water Softener Optimization/Rebate Program.
<b>Background Information:</b>	<p>At the April 12, 2022 meeting, the City Council authorized staff to spend \$15,625 of Wastewater Department funds to finance our portion of a grant match and to enter into an agreement with Bolton &amp; Menk to execute an MPCA Chloride Reduction Grant.</p> <p>The grant is a \$250,000 grant that is split between the cities of Worthington and Marshall.</p> <p>The grant requires a 25% match which would require a \$31,250 investment from each community. The \$31,250 local match for Marshall is being split between Marshall Municipal Utilities (MMU) and the City of Marshall Wastewater Department. Below is a proposed cost outline from Bolton &amp; Menk:</p> <ul style="list-style-type: none"> <li>- Rebates or other incentives--\$100,000 for each community</li> <li>- Preparation of rebate program and tracking (Engineering)--\$50,000</li> <li>- Preparation of educational information (Engineering)--\$50,000</li> <li>- Final reporting to MPCA--\$12,500</li> </ul> <p>Based on the above numbers, with the City contributing \$31,250, we will end up with \$100,000 of money to invest into a rebate program or other incentive type of program, as well as having the engineering services to set up and administer the program covered by Bolton &amp; Menk. At the April 12<sup>th</sup> Council meeting, staff informed the City Council that we would hold meetings with Bolton &amp; Menk and MMU to discuss our best use of the grant funds.</p> <p>On April 19<sup>th</sup>, City staff met with Bolton &amp; Menk, MMU, and the City of Worthington to discuss our grant. On June 7<sup>th</sup>, City staff met with Bolton &amp; Menk, MMU, City of Worthington, Minnesota Water Quality Association, MPCA, and local water quality companies. All local water quality companies and local plumbers were invited to the meeting to ensure that any contractor that would be interested in receiving rebates from the City could be informed of the basis of our proposed program.</p> <p>With City Council approval, staff would propose to begin executing a rebate program that focuses primarily on two aspects of chloride reduction: existing water softener adjustment/optimization and replacement of outdated water softeners. The general concept of the program is that the City will pay a \$50 rebate for softener optimization and at least \$500 for softener replacement. Our intent would be to begin by offering the softener replacement rebate for older, less-efficient time-based models only. If funding still remains after running the program for a few months, we may elect to open the program to include replacement of units that are more than 15 years old.</p>

	<p>and not meeting efficiency requirements. The purpose of restricting access to the rebates early in the program is to ensure that we have enough funding to allow for as much softener optimization as possible and to allow for the replacement of the least efficient softeners to occur. A program flyer and rebate application is included in the Council packet for information. Also included is a more detailed description of the water softener optimization/rebate program. The draft plan identifies more of the specifics for the program.</p> <p>Staff is looking for Council concurrence with our proposed direction. If the Council agrees, we will begin administering the program as soon as our materials and advertising is prepared. Our hope would be to begin the program in the month of June.</p>
<p><b>Fiscal Impact:</b></p>	<p>The 2022 Wastewater budget has adequate funding available in line item 602-49500-58180 Refunds &amp; Reimbursements.</p> <p>As identified in the project background, the City will be responsible for making all payments upfront, totaling \$156,250, with the ability to submit for monthly grant reimbursements that total \$125,000. The remaining \$31,250 will be split evenly between MMU and the Wastewater Department.</p>
<p><b>Alternative/ Variations:</b></p>	<p>No alternative actions recommended.</p>
<p><b>Recommendation:</b></p>	<p>that the Council authorize City staff to execute the softener optimization and rebate program as presented.</p>

## Marshall Water Softener Optimization/Rebate Program- DRAFT

The City of Marshall partnered with Bolton & Menk and received a Minnesota Pollution Control Agency Chloride Reduction Grant with funding from the Environment and Natural Resources Trust Fund. \$100,000 is available for optimization and replacement of water softeners to help reduce the chloride discharge into the Redwood River.

Program information:

1. The City will advertise change in water hardness and having residents/businesses adjust hardness setting to 8 grains. 2 weeks of advertising, wait 2 weeks, second round of advertising
  - a. Advertising: City Website, Facebook (boosted), other social media, radio ads, utility bill inserts
2. Advertise free optimization, replacement of timer-based softeners. Rebate forms for replacement will be posted on website
  - a. Optimization
    - i. Resident/commercial facility will contact contractor from approved list
    - ii. Contractor will inspect softener to determine if it is eligible for replacement
    - iii. Eligible water softeners must be in working condition and in operation. Softeners must be timer-based (initially, see # 4).
      - If eligible and resident is interested in replacement, contractor may provide an estimate for a replacement softener with a minimum rated efficiency of 4000 gr/lb. Resident may seek additional estimates.
        - a. Resident (see information below on commercial) will receive full \$500 rebate (\$700 if  $\geq 5000$  gr/lb efficiency) if they choose the contractor that inspected softener initially (if contractor will waive \$50 fee).
        - b. If resident chooses different contractor, resident will receive \$450 (\$650 if  $\geq 5000$  gr/lb efficiency). Contractor will receive \$50 for inspection/optimization.
        - c. All replaced softeners must be set to a hardness of 8 and optimized for low salt use as part of the installation.
        - d. Contractor will set old softener hardness to 8. If it will be longer than 1 month before installation of new softener, contractor will also optimize the softener if possible.
      - If not eligible for replacement, contractor will adjust hardness to 8 and complete the rest of the optimization for low salt use, and record the information on form provided by BMI.
      - If softener is eligible for replacement, but resident doesn't want to replace it, contractor will optimize softener as much as possible.
      - Contractor will submit form(s) signed by resident to City of Marshall Wastewater (and provide forms to Bolton & Menk), along with an invoice for payment (\$50 per home). This may be for multiple inspections/optimizations.

- b. Payment for inspection/optimization will be made from the City directly to the contractor. Both resident and contractor/vendor will sign documents to be submitted to help ensure work was completed.
- 3. Replacement/equipment modification
  - a. If resident/facility is eligible and decides to replace softener. Contractor should verify eligibility and may replace softener and bill customer.
  - b. Customer submits rebate form to City including the required forms from the contractor.
  - c. Contractor provides copies of the required forms to Bolton & Menk.
  - d. Rebates are subject to availability of funds
    - i. City will need to track fund balance and possible post a notice on the website and notify contractors when funds are getting low
- 4. Phase 2: Halfway through the program, if funds remain, open the rebate program to include old (15+ year) inefficient softeners and inefficient softeners (<4000 gr/lb with new softener at least 500 gr/lb more efficient)

**Marshall Water Softener Optimization/Rebate Program- Commercial**

Same steps as residential, but payment based on water use for larger softener systems.

Blending valves are eligible for rebate.

Other salt reduction work such as brine reclamation but show substantial salt reduction and will be approved on a case-by case basis or may added to the rebate schedule if determined appropriate.

Payment schedule based on water use. DRAFT SCHEDULE

Facility	Avg. Monthly Water use (gal)	Rebate
Commercial 1 (small business, 4000 - 4999 gr/lb)	<20,000	\$ 500
Commercial 1 (small business ≥5000 gr/lb)	<20,000	\$ 700
Commercial 2 (e.g. 5 unit apt. bldg. and up)	20,000 - 150,000	\$ 1,000
Commercial 3	150,001-300,000	\$ 1,500
Commercial 4	300,001 - 1,500,000	\$ 2,000
Commercial 5	1,500,000 - 3,000,000	\$ 3,000
Commercial 6	>3,000,000	\$ 4,000

**DIY option- may be added in second phase or later if funds remain**

- For homeowners that want to purchase and install their own softener they must first have it inspected by an approved contractor to determine eligibility for rebate.
  - a. If eligible, homeowner must purchase a softener with a minimum efficiency of 4000 gr/lb. and set it to 8 gr/lb. hardness. Must conform to NSF/ANSI standard 44.
  - b. Homeowner installs softener and contacts the approved contractor to inspect the settings and adjust hardness setting if needed, and complete further optimization if possible.
  - c. Contractor will be paid a total of \$50 for both visits. Contractor will have the option to provide information on softeners their company sells.
  - d. Homeowner will be eligible for up to \$450 rebate.

**Note: The current grant expires 6/30/23. The legislature extended the funding availability. There is an option to extend the grant through 6/30/24 if funds are not spent by 6/30/23.**



## City of Marshall Residential Water Softener Rebate Program Funded through a Minnesota Pollution Control Agency Grant

### BACKGROUND:

The City of Marshall's Municipal Wastewater Treatment Facility (WWTF) is required by the Minnesota Pollution Control Agency (MPCA) to reduce the discharge of chlorides into the Redwood River by 2024. A large portion of chloride discharge comes from water softener salt that is sent into the sanitary sewer collection system that flows to the WWTF and is discharged into the Redwood River. Since chlorides cannot be removed through conventional mechanical treatment systems, the City of Marshall and Marshall Municipal Utilities (MMU) worked together and upgraded MMU's Water Treatment Plant to produce a softer water to help attain compliance with the required limits set by the MPCA. As of June 1, 2021, MMU has been delivering water at 8 grains hardness compared to 35 grains hardness previously. This project alone will not meet MPCA State Standards. Your water softener must be adjusted to the new hardness. This will result in less salt and cost savings for you, and lower discharge of chlorides to the sanitary sewer system.

### REBATE PROGRAM:

The City of Marshall partnered with Bolton & Menk, Inc. and received an MPCA grant to provide free water softener setting adjustments (also known as optimization for salt use). The grant also provides up to \$700 rebates for upgrading timer-based softeners to more efficient water softeners.

### PROGRAM ELIGIBILITY CRITERIA:

- ▶ Residential homes serviced by the Marshall Wastewater Treatment Facility and Marshall Municipal Utilities Water Treatment Plant
- ▶ Home must currently have a working water softener installed
- ▶ Homeowners with timer-based water softeners are eligible for a \$500 rebate to replace the softener with an efficient (minimum rated 4000 gr/lb salt) demand-initiated water softener, an additional \$200 rebate is available for softeners with an efficiency of >5000 gr/lb
- ▶ Replacement water softeners must be installed by a qualified city approved vendor (list on website)
- ▶ Homeowners with newer water softeners not eligible for replacement are eligible for a free optimization of settings to be performed by a qualified city approved vendor
- ▶ Rebates are not retroactive; water softener replacement or optimization must be performed after 6/15/22 to be eligible
- ▶ An alternative salt-free water conditioner is eligible for the rebate, but must be pre-approved by the City
- ▶ Rebate funds are limited to \$700 per household and subject to availability; optimization or softener installation must be completed, and paperwork submitted by 5/1/23
- ▶ The City of Marshall reserves the right to inspect optimized and replacement water softeners

### REBATE PROGRAM STEPS:

Contact a city-approved water softening/conditioning contractor to inspect your water softener to determine if it can be optimized for salt use or is eligible for replacement. A list of approved contractors can be found here: <https://bit.ly/3gdFURc>.

If the water softener can be optimized and is not eligible for replacement, have the contractor complete the optimization (adjust hardness settings and other settings for lower salt use).

If it is eligible for replacement, you may have that contractor complete the installation or get additional bids from the approved contractor list and choose one to complete the installation.

Hire an approved contractor to install a new water softener. Make sure the installer adjusts the hardness setting to match the current 8 grains/gallon hardness and optimizes the softener for low salt use.

### SUBMIT THE FOLLOWING INFORMATION TO RECEIVE THE REBATE:

1. Completed application
2. Photos of newly installed equipment (see details below depending on type of equipment installed)
  - **water softener:** photo of whole system and close-up of controller (on top of softener tank)
  - **water conditioning system:** photo of installed device and closeup of device information
3. Copy of a recent water bill from a period between November and May (needed to estimate salt savings)
4. Copy of the contractor receipt/additional information from contractor showing the following (have contractor include completed forms with receipt):

#### For Water Softeners:

- Equipment manufacturer and model number
- Rated salt efficiency  
salt optimization settings (water hardness shall not exceed 8 grains, salt dose, reserve capacity, grain capacity, salt efficiency)
- Amount paid

*Funding for this project was provided by the Minnesota Environment and Natural Resources Trust Fund as recommended by the Legislative-Citizen Commission on Minnesota Resources (LCCMR) and administered by the MPCA.*



## Residential Water Softener Rebate Program Application

Please apply online at <https://bit.ly/3gdFURc> or submit this application along with the required documents by email to [Scott.Truedson@ci.marshall.mn.us](mailto:Scott.Truedson@ci.marshall.mn.us), or mail to **Scott Truedson, Wastewater Treatment Facilities, 600 Erie Rd, Marshall, MN 56258**. Call 507-537-6776 with any questions.

### APPLICANT:

Name: \_\_\_\_\_

Installation Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Daytime Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Send rebate check to (if different than above address)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### WATER CONDITIONING VENDOR/CONTRACTOR INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### PRODUCT INFORMATION

*Old Water Softener*

Manufacturer: \_\_\_\_\_ Model Number: \_\_\_\_\_

Estimated Age: \_\_\_\_\_ Estimated number of bags of salt used per year: \_\_\_\_\_

**IMPORTANT:** Include copy of receipt & required documents from the dealer that installed the new equipment.

### SIGNATURE REQUIRED

I, \_\_\_\_\_ certify that I meet the program eligibility requirements, and that the information provided is true and correct, that the product was installed at the installation address provided above, and that the product meets the requirements of this rebate program.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Rebate application and documentation must be submitted no later than 5/1/23. Funds are subject to availability.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the non-union employee wage schedules for 2022-2024
<b>Background Information:</b>	<p>Attached for your consideration are proposed wage schedules for 2022-2024 for the non-union employees, which include: fulltime, part-time, and paid-on-call positions. The schedules reflect the same general wage increases that the Council approved for the LELS 190 and LELS 245 unions and would maintain the City’s internal wage pattern for these years. The general wage increases proposed are as follows: 2% for 2022, 3% for 2023, and 3% for 2024. Staff propose an implementation date of the first day of the pay period that includes January 1, which is consistent with the approved 2022-2024 LELS190 and LELS245 agreements.</p> <p>Staff recommend approval.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	To approve the 2022, 2023, and 2024 non-union wage schedules to be effective on the first day of the pay period that includes January 1st.

**2022 Non-Union Wage Schedule--2% General Wage Increase**

DBM	A	B	C	D	E	F	G	H	I	J
A11	\$14.35	\$14.82	\$15.29	\$15.77	\$16.24	\$16.72	\$17.31	\$17.90	\$18.49	\$19.08
A12	\$17.00	\$17.56	\$18.13	\$18.69	\$19.25	\$19.81	\$20.51	\$21.22	\$21.92	\$22.61
A13	\$19.57	\$20.22	\$20.87	\$21.51	\$22.15	\$22.81	\$23.61	\$24.42	\$25.22	\$26.03
B21	\$23.15	\$23.92	\$24.68	\$25.45	\$26.20	\$26.97	\$27.93	\$28.89	\$29.84	\$30.79
B22	\$24.92	\$25.74	\$26.56	\$27.39	\$28.20	\$29.03	\$30.06	\$31.09	\$32.11	\$33.14
B23	\$26.68	\$27.56	\$28.45	\$29.33	\$30.20	\$31.09	\$32.19	\$33.29	\$34.39	\$35.49
B24/B31	\$28.90	\$29.85	\$30.80	\$31.75	\$32.71	\$33.66	\$34.85	\$36.05	\$37.24	\$38.43
B25/B32	\$31.55	\$32.59	\$33.63	\$34.67	\$35.71	\$36.75	\$38.06	\$39.36	\$40.66	\$41.96
C41	\$33.76	\$34.87	\$35.99	\$37.11	\$38.22	\$39.33	\$40.73	\$42.12	\$43.51	\$44.90
C42	\$35.53	\$36.70	\$37.87	\$39.05	\$40.22	\$41.39	\$42.85	\$44.32	\$45.79	\$47.25
C43	\$37.29	\$38.53	\$39.76	\$40.98	\$42.22	\$43.44	\$44.98	\$46.52	\$48.06	\$49.60
C44/C51	\$39.50	\$40.81	\$42.12	\$43.41	\$44.72	\$46.02	\$47.65	\$49.29	\$50.91	\$52.54
C45/C52	\$42.16	\$43.54	\$44.94	\$46.33	\$47.73	\$49.11	\$50.86	\$52.59	\$54.33	\$56.07
D61	\$44.37	\$45.83	\$47.30	\$48.77	\$50.22	\$51.69	\$53.52	\$55.36	\$57.18	\$59.01
D62	\$46.13	\$47.65	\$49.18	\$50.70	\$52.22	\$53.74	\$55.65	\$57.56	\$59.46	\$61.36
D63	\$47.90	\$49.48	\$51.06	\$52.64	\$54.22	\$55.80	\$57.78	\$59.76	\$61.73	\$63.71
D64/D71	\$49.67	\$51.32	\$52.95	\$54.59	\$56.23	\$57.86	\$59.91	\$61.97	\$64.02	\$66.07
D65/D72	\$51.44	\$53.14	\$54.84	\$56.53	\$58.23	\$59.93	\$62.05	\$64.17	\$66.29	\$68.41
E81	\$54.98	\$56.79	\$58.61	\$60.42	\$62.23	\$64.05	\$66.32	\$68.58	\$70.85	\$73.12
E82	\$56.74	\$58.62	\$60.49	\$62.36	\$64.23	\$66.11	\$68.45	\$70.79	\$73.12	\$75.47
E83	\$58.51	\$60.45	\$62.37	\$64.30	\$66.23	\$68.17	\$70.57	\$72.99	\$75.41	\$77.82
E91	\$60.72	\$62.73	\$64.73	\$66.73	\$68.74	\$70.74	\$73.25	\$75.76	\$78.25	\$80.76
E92	\$63.37	\$65.46	\$67.55	\$69.65	\$71.74	\$73.83	\$76.45	\$79.06	\$81.67	\$84.28
F101	\$66.02	\$68.21	\$70.38	\$72.56	\$74.75	\$76.92	\$79.64	\$82.37	\$85.09	\$87.81

**2023 Non-Union Wage Schedule--3% General Wage Increase**

DBM	A	B	C	D	E	F	G	H	I	J
A11	\$14.78	\$15.26	\$15.75	\$16.24	\$16.73	\$17.22	\$17.83	\$18.44	\$19.04	\$19.65
A12	\$17.51	\$18.09	\$18.67	\$19.25	\$19.83	\$20.40	\$21.13	\$21.86	\$22.58	\$23.29
A13	\$20.16	\$20.83	\$21.50	\$22.16	\$22.81	\$23.49	\$24.32	\$25.15	\$25.98	\$26.81
B21	\$23.84	\$24.64	\$25.42	\$26.21	\$26.99	\$27.78	\$28.77	\$29.76	\$30.74	\$31.71
B22	\$25.67	\$26.51	\$27.36	\$28.21	\$29.05	\$29.90	\$30.96	\$32.02	\$33.07	\$34.13
B23	\$27.48	\$28.39	\$29.30	\$30.21	\$31.11	\$32.02	\$33.16	\$34.29	\$35.42	\$36.55
B24/B31	\$29.77	\$30.75	\$31.72	\$32.70	\$33.69	\$34.67	\$35.90	\$37.13	\$38.36	\$39.58
B25/B32	\$32.50	\$33.57	\$34.64	\$35.71	\$36.78	\$37.85	\$39.20	\$40.54	\$41.88	\$43.22
C41	\$34.77	\$35.92	\$37.07	\$38.22	\$39.37	\$40.51	\$41.95	\$43.38	\$44.82	\$46.25
C42	\$36.60	\$37.80	\$39.01	\$40.22	\$41.43	\$42.63	\$44.14	\$45.65	\$47.16	\$48.67
C43	\$38.41	\$39.69	\$40.95	\$42.21	\$43.49	\$44.74	\$46.33	\$47.92	\$49.50	\$51.09
C44/C51	\$40.69	\$42.03	\$43.38	\$44.71	\$46.06	\$47.40	\$49.08	\$50.77	\$52.44	\$54.12
C45/C52	\$43.42	\$44.85	\$46.29	\$47.72	\$49.16	\$50.58	\$52.39	\$54.17	\$55.96	\$57.75
D61	\$45.70	\$47.20	\$48.72	\$50.23	\$51.73	\$53.24	\$55.13	\$57.02	\$58.90	\$60.78
D62	\$47.51	\$49.08	\$50.66	\$52.22	\$53.79	\$55.35	\$57.32	\$59.29	\$61.24	\$63.20
D63	\$49.34	\$50.96	\$52.59	\$54.22	\$55.85	\$57.47	\$59.51	\$61.55	\$63.58	\$65.62
D64/D71	\$51.16	\$52.86	\$54.54	\$56.23	\$57.92	\$59.60	\$61.71	\$63.83	\$65.94	\$68.05
D65/D72	\$52.98	\$54.73	\$56.49	\$58.23	\$59.98	\$61.73	\$63.91	\$66.10	\$68.28	\$70.46
E81	\$56.63	\$58.49	\$60.37	\$62.23	\$64.10	\$65.97	\$68.31	\$70.64	\$72.98	\$75.31
E82	\$58.44	\$60.38	\$62.30	\$64.23	\$66.16	\$68.09	\$70.50	\$72.91	\$75.31	\$77.73
E83	\$60.27	\$62.26	\$64.24	\$66.23	\$68.22	\$70.22	\$72.69	\$75.18	\$77.67	\$80.15
E91	\$62.54	\$64.61	\$66.67	\$68.73	\$70.80	\$72.86	\$75.45	\$78.03	\$80.60	\$83.18
E92	\$65.27	\$67.42	\$69.58	\$71.74	\$73.89	\$76.04	\$78.74	\$81.43	\$84.12	\$86.81
F101	\$68.00	\$70.26	\$72.49	\$74.74	\$76.99	\$79.23	\$82.03	\$84.84	\$87.64	\$90.44

**2024 Non-Union Wage Schedule--3% General Wage Increase**

DBM	A	B	C	D	E	F	G	H	I	J
A11	\$15.22	\$15.72	\$16.22	\$16.73	\$17.23	\$17.74	\$18.36	\$18.99	\$19.61	\$20.24
A12	\$18.04	\$18.63	\$19.23	\$19.83	\$20.42	\$21.01	\$21.76	\$22.52	\$23.26	\$23.99
A13	\$20.76	\$21.45	\$22.15	\$22.82	\$23.49	\$24.19	\$25.05	\$25.90	\$26.76	\$27.61
B21	\$24.56	\$25.38	\$26.18	\$27.00	\$27.80	\$28.61	\$29.63	\$30.65	\$31.66	\$32.66
B22	\$26.44	\$27.31	\$28.18	\$29.06	\$29.92	\$30.80	\$31.89	\$32.98	\$34.06	\$35.15
B23	\$28.30	\$29.24	\$30.18	\$31.12	\$32.04	\$32.98	\$34.15	\$35.32	\$36.48	\$37.65
B24/B31	\$30.66	\$31.67	\$32.67	\$33.68	\$34.70	\$35.71	\$36.98	\$38.24	\$39.51	\$40.77
B25/B32	\$33.48	\$34.58	\$35.68	\$36.78	\$37.88	\$38.99	\$40.38	\$41.76	\$43.14	\$44.52
C41	\$35.81	\$37.00	\$38.18	\$39.37	\$40.55	\$41.73	\$43.21	\$44.68	\$46.16	\$47.64
C42	\$37.70	\$38.93	\$40.18	\$41.43	\$42.67	\$43.91	\$45.46	\$47.02	\$48.57	\$50.13
C43	\$39.56	\$40.88	\$42.18	\$43.48	\$44.79	\$46.08	\$47.72	\$49.36	\$50.99	\$52.62
C44/C51	\$41.91	\$43.29	\$44.68	\$46.05	\$47.44	\$48.82	\$50.55	\$52.29	\$54.01	\$55.74
C45/C52	\$44.72	\$46.20	\$47.68	\$49.15	\$50.63	\$52.10	\$53.96	\$55.80	\$57.64	\$59.48
D61	\$47.07	\$48.62	\$50.18	\$51.74	\$53.28	\$54.84	\$56.78	\$58.73	\$60.67	\$62.60
D62	\$48.94	\$50.55	\$52.18	\$53.79	\$55.40	\$57.01	\$59.04	\$61.07	\$63.08	\$65.10
D63	\$50.82	\$52.49	\$54.17	\$55.85	\$57.53	\$59.19	\$61.30	\$63.40	\$65.49	\$67.59
D64/D71	\$52.69	\$54.45	\$56.18	\$57.92	\$59.66	\$61.39	\$63.56	\$65.74	\$67.92	\$70.09
D65/D72	\$54.57	\$56.37	\$58.18	\$59.98	\$61.78	\$63.58	\$65.83	\$68.08	\$70.33	\$72.57
E81	\$58.33	\$60.24	\$62.18	\$64.10	\$66.02	\$67.95	\$70.36	\$72.76	\$75.17	\$77.57
E82	\$60.19	\$62.19	\$64.17	\$66.16	\$68.14	\$70.13	\$72.62	\$75.10	\$77.57	\$80.06
E83	\$62.08	\$64.13	\$66.17	\$68.22	\$70.27	\$72.33	\$74.87	\$77.44	\$80.00	\$82.55
E91	\$64.42	\$66.55	\$68.67	\$70.79	\$72.92	\$75.05	\$77.71	\$80.37	\$83.02	\$85.68
E92	\$67.23	\$69.44	\$71.67	\$73.89	\$76.11	\$78.32	\$81.10	\$83.87	\$86.64	\$89.41
F101	\$70.04	\$72.37	\$74.66	\$76.98	\$79.30	\$81.61	\$84.49	\$87.39	\$90.27	\$93.15

**CITY OF MARSHALL**

**Non-Union Position Classification Table**

<b>DBM</b>	<b>Position</b>	<b>DBM</b>	<b>Position</b>
A12	Building Custodian	C41	Facility Maintenance Supervisor
A12	Liquor Checkout Clerk	C41	Media Communications Specialist
A13	Liquor Sales Associate	C41	WW Assistant Plant Superintendent
A13	Office Asst/ Receptionist	C41	WW Collection System Asst Superintendent
B21	Community Services Officer	C43	Finance Director
B21	Program Specialist	C44	Assistant City Engineer
B22	Accounting Specialist	C44	Human Resource Manager
B22	Administrative Assistant	C44	Liquor Store Manager
B22	Assessing Tech/EDA Asst	C44	Parks Superintendent
B22	Media Production Technician	C44	Public Ways Superintendent
B22	Police Records Technician	C51	WW Plant Superintendent
B23	Adult Community Center Coord	C52	Police Captain
B23	Appraiser	D61	City Assessor
B23	Building Maintenance Supervisor	D61	Director of Community Services
B23	Community Education Coord	D61	Economic Development Director
B23	Payroll/Benefits Specialist	D62	Director of Administrative Services
B23	Recreation Coord	D63	Director of Public Safety
B23	Training Facility Coordinator	E81	Director of Public Works/City Engineer
B24	City Clerk	E91	City Administrator

**2022 Paid-on-Call Wage Schedule--2% General Wage Increase**

	Hourly	Annual Salary
Firefighter	\$ 18.13	
HazMat Technician / Firefighter	\$ 20.40	
Fire Chief *	\$ 18.13	\$ 10,533.90
Assistant Fire Chief *	\$ 18.13	\$ 4,077.10
Fire Captain *	\$ 18.13	\$ 1,735.97
Fire Lieutenant *	\$ 18.13	\$ 1,163.33
Janitor (Marshall Fire Hall--annual salary)		\$ 2,990.63
Hazardous Materials Technician--In-jurisdiction Response	\$ 25.29	
Hazardous Materials Technician--State Response	\$ 62.50	

**2023 Paid-on-Call Wage Schedule--3% General Wage Increase**

	Hourly	Annual Salary
Firefighter	\$ 18.67	
HazMat Technician / Firefighter	\$ 21.01	
Fire Chief *	\$ 18.67	\$ 10,849.92
Assistant Fire Chief *	\$ 18.67	\$ 4,199.41
Fire Captain *	\$ 18.67	\$ 1,788.05
Fire Lieutenant *	\$ 18.67	\$ 1,198.23
Janitor (Marshall Fire Hall--annual salary)		\$ 3,080.35
Hazardous Materials Technician--In-jurisdiction Response	\$ 26.05	
Hazardous Materials Technician--State Response	\$ 62.50	

**2024 Paid-on-Call Wage Schedule--3% General Wage Increase**

	Hourly	Annual Salary
Firefighter	\$ 19.23	
HazMat Technician / Firefighter	\$ 21.64	
Fire Chief *	\$ 19.23	\$ 11,175.42
Assistant Fire Chief *	\$ 19.23	\$ 4,325.39
Fire Captain *	\$ 19.23	\$ 1,841.69
Fire Lieutenant *	\$ 19.23	\$ 1,234.18
Janitor (Marshall Fire Hall--annual salary)		\$ 3,172.76
Hazardous Materials Technician--In-jurisdiction Response	\$ 26.83	
Hazardous Materials Technician--State Response	\$ 62.50	

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.
<b>Background Information:</b>	<p>The City of Marshall has various openings on the Boards, Commission, Bureaus and Authorities.</p> <p>Brent Snodgrass, Airport Commission, New (5/31/25)          Bryce Gorder, Convention and Visitors Bureau, New (12/31/2022 - Filling a term)          John Rickgarn, Public Housing Commission, Reappointment (5/31/25)</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the appointments to the various boards, commissions, bureaus, and authorities.

**City of Marshall  
Boards and Commissions  
6/9/2022**

<b>Adult Community Center Commission</b>	Incumbent	New Applicants
(1) Opening – Term expired 5/31/22 (1) Vacant - Term to expire 5/31/25		

<b>Airport Commission</b>	Incumbent	New Applicants
(1) Opening - Term expired 5/31/2022		Brent Snodgrass (5/31/25)

<b>Cable Commission</b>	Incumbent	New Applicants
(1) Opening – Term expired 5/31/22 (2) Vacant – Terms to expire 5/31/24 & 5/31/2025		

<b>Community Services Advisory Board</b>	Incumbent	New Applicants
(2) Vacant – Terms to expire 2/28/25		

<b>Convention &amp; Visitors Bureau</b>	Incumbent	New Applicants
		Bryce Gorder (12/31/2022 - Filling a term)

<b>MERIT Center Commission</b>	Incumbent	New Applicants
(1) Vacant – Term to expire 12/31/23		

<b>Planning Commission</b>	Incumbent	New Applicants
(1) Vacant – Term to expire 5/31/23 (1) Opening – Term expired 5/31/22		

<b>Public Housing Commission</b>	Incumbent	New Applicants
(1) Vacant – Term to Expire 5/31/2026	John Rickgarn	



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, June 14, 2022
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission, Planning Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p><b>DeCramer</b> – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission, Public Housing Commission</p> <p><b>Labat</b> – Adult Community Center Commission, Convention &amp; Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p><b>Lozinski</b> – Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/Variations:</b>	
<b>Recommendations:</b>	



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

FROM: Sharon Hanson, City Administrator

DATE: June 14, 2022

SUBJECT: Administrative Brief

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**CITY ADMINSTRATOR**

- This past month various meetings finalized and released the Request for Proposals for City Attorney Services and Indoor Recreation and YMCA Study.
- Assisting Human Resources Director with City Clerk duties-worked with staff on updating Boards and Commission Roster and scheduling interviews, completed compiling meeting packets including Council packet.
- Several discussion with EDA Director on various projects-mall ownership/development, SWWC Cooperative project, Block 11 development.
- Held several conversations regarding Bird Scooters and adjustments to their program.
- Conversation with Baker Tilly on Aquatic Center, development of Aquatic Center Frequently Asked Questions document.
- Held negotiation session with AFSCME Union and an offer was made and was not agreed upon by the Union and subsequently have filed for mediation which is yet to be scheduled.

**CITY ATTORNEY**

- The sale of Block 11 property to Block 11 Marshall, LLC closed as scheduled. We are moving towards the start of development.
- Continue to work with Staff and legal council and Paul Schierholz regarding Broadmoor Valley legal matters.
- Received an update requiring Helena to conduct additional soil testing and establishment of additional monitoring wells on the site.
- We have submitted a Development Agreement to CenturyLink for their review that would include the formal recording of the 15-foot access easement as addressed at council.
- Working towards the closing on land transfer to Minnesota National Guard. Abstract has recently been submitted to the Minnesota Attorney General's Office for their examination.
- Working towards the closing of two lot sales in Parkway II Addition.
- Beginning the process of the sale of property in Sonstegard Addition.
- Criminal prosecution numbers for May are as follows:

**May:**

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2022	2021 Comparison
Prosecution	2	2	13	2	5	1		25	21
Dismissed									
Non-Prosecution	3	1					2	6	4
Refer to County	1							1	

**ADMINISTRATION**

**Economic Development Authority**

Shopko - Woodcrest

- Staff continues to work with Woodcrest Capital on filling the former Shopko building. To date, Woodcrest has two confirmed tenants and is finalizing terms with a third. Construction is expected to begin in the coming months to accommodate future tenants.

Block 11

- CBC Fischer Group has started the building permit process and will host a groundbreaking ceremony on June 21<sup>st</sup>.

EDA Priorities

- With an influx of assistance requests, staff developed a survey to help determine priority areas and programming. The survey was sent to the EDA Board and Council.

Westside Site

- Staff is working with Dennis Larson on uses for the former Westside site.

Staff is working on a variety of business proposals and requests including housing developments and \ hospitality.

**Human Resources**

Staffing update: the City welcomes David Karlstad to the position of part-time liquor Checkout Clerk. Pre-employment screening activity is currently in the final phase for a part-time Checkout Clerk, Police Officer, and City Clerk. Four candidates are currently in the testing phase for Firefighter positions. Due to an upcoming employee retirement, the City is accepting applications for a full-time Adult Community Center Coordinator. The City is also accepting applications for a variety of temporary and seasonal positions.

Safety Program: MMUA safety consultant Rusty Kaderabek has been touring our facilities and meeting with employees and supervisors. He will present training for our seasonal and pool staff in June.

Classification/Compensation Study: Gallagher has completed their review of appeals and given final determinations. The determination results have been communicated to the individual employees. This project is now completed as of 05/31/2022.

**Clerk**

No report.

**Finance**

**Assessing**

## **Liquor Store**

- May Financials: Sales 624,675.28 + 2.46%, Customer Count 18236 +.01, Ticket Average \$34.26 +2.3%. May trended higher with all financials over 2021. Year to Date financials for 2022 are also trending ahead of 2021-a good sign to see at mid-year.
- The Made in Minnesota Beer Festival in partnership with Visit Marshall saw 400+ attendees along with 23 breweries/wineries on May 18th. A great event that brought people to Marshall for the day/evening.

## **COMMUNITY SERVICES**

- Our Adult Community Center Coordinator position that is available due to an upcoming retirement, was posted as of June 1<sup>st</sup> through June 29<sup>th</sup>. Plans are to fill the position after Labor Day.
- City Band concerts returned to Liberty Park this past Wednesday evening. Mayor Byrnes presented a proclamation to the family of longtime City Band Director Bob Meffert.
- Progress continues for the SMAC Art Legacy Project/Community Art Piece in celebration of the City's 150<sup>th</sup> birthday. The piece will be located at Independence Park and be visible from Highway 23.
- The City's Garden Plots (located off Highway 23 by the Wastewater Plant) were recently made available to renters for the season. Of the 60 plots available, 49 have been rented to date for the season.
- Registrations for youth Community Education activities/classes for Summer 2022 are just over 425 as of June 8<sup>th</sup>. This number exceeds Summer 2021 registrations by 60 for the same timeframe. Most offerings began Monday, June 6<sup>th</sup>. Driver Education will instruct 112 participants between June/July.
- A dedication ceremony was held two weeks ago to open the Inclusive Playground components at Legion Field Park. Donors for the project were also recognized. Plans are in the works to implement additional components at Independence Park over the next year – staff are awaiting notice of a significant grant application that was submitted to assist with funding the project.
- Work continues towards replacing the trails at Independence Park. The weather has not been a good partner, yet significant progress has been made. Outdoor lighting has been installed, compliments of Marshall Municipal Utilities (MMU).
- Seventeen (17) part-time summer employees have been hired to assist with maintaining our beautiful city parks. Once again, all parks have been adopted in the second year of the Adopt-A-Park program.
- Summer 2022 registration for youth recreation surpassed the 800 mark on the final day in May with, again, most opportunities beginning the week of June 6th.
- The Aquatic Center provided the community a soft opening Memorial Day weekend (despite the milder temperatures) and officially opened for the season on (June 2<sup>nd</sup>). Average daily attendance after 7 days of operation is at 144 users. Family Season pass sales are just shy of 225 to date – with no price increases from 2021. The MAC also has 275+ Swim Lessons scheduled for the summer.

## **COMMUNITY PLANNING**

### **Building Services / Planning & Zoning**

- About 280 open permits.
- Ralco, three Avera projects, the third Unique apartment building, and Border State Electric building are the largest projects under construction. Block 11 project is under review
- New permit software is open for applicants since May.
- Sign Ordinance is under review.

## PUBLIC WORKS DIVISION

### Engineering

- Project Z83: James/Camden – Reviewing Final Change Order and Pay Request
- Project Z87: Diversion Channel Slope Repairs and Sheet Pile Removal – R&G intends to complete this work in 2022. Contract end date is October 14, 2022.
- Project Z88: 2021 State Aid Overlay – Staff is coordinating contract closeout with Duininck and MnDOT State Aid.
- Project PK-001: Independence Park Trail Replacement Project – A&C has graded and graveled much of the east portion of trail. Seeding of completed trail is taking place this week. A&C will continue grading and preparing trail segments for concrete as weather allows. Concrete paving to follow shortly afterwards.
- Project ST-002-2022: Overlays and ADA Improvements – Staff is coordinating with Duininck to determine a project timeline for construction.
- Project ST-003: South 1<sup>st</sup>, Greely, and Williams Street reconstruction – Construction is not expected until early July, weather dependent.
- Project ST-004: Halbur Road reconstruction – Duininck will be removing the pavement on Friday, June 10<sup>th</sup> with underground utilities beginning Monday, June 13<sup>th</sup>. Temporary alternative accesses will be provided to all businesses on the corridor.
- Project ST-005: Rose Parking Lot Reconstruction – R&G will be removing and grading the lot during the week of June 6<sup>th</sup> with new pavement expected to begin the week of June 13<sup>th</sup>. Work is anticipated to be complete prior to the end of June.
- Project ST-006: SRTS School Pedestrian Crossing Improvements – Staff is coordinating with Duininck to determine a construction schedule.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on final contract requirements from UCAP for their MnDOT grant. Once received, staff will recommend advertisement.
- Project ST-009: N. 3<sup>rd</sup> St./W. Lyon St. Reconstruction – Staff and Bolton & Menk will be presenting street layout recommendations to the PI/T Committee on June 14<sup>th</sup>. Another stakeholder engagement meeting with the Downtown Business District is planned for late June to collect input on the proposed scope of streetscaping on 3<sup>rd</sup> Street. Staff has also prepared a StoryMap to describe the project scoping and has a community survey out for collecting community feedback on the streetscaping of 3<sup>rd</sup> Street.
- Project ST-023: W. Lyon St. (College to 1<sup>st</sup>) Reconstruction – R&G is anticipating beginning this work around late July or early August in coordination with their work on ST-003 and with the Block 11 building contractor.
- Project ST-024: Baldwin Parking Lot Reconstruction – Project is currently advertising for bids. Bids will be opened on June 17<sup>th</sup> with an award recommendation brought before the Council at the June 28<sup>th</sup> meeting.
- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) – Staff is working with BNSF to obtain permitting for this project. Project plans are at the 99% stage currently.
- Project SWM-007: Independence Park Pond Forebay Expansion – Towne & Country Excavating has completed the culvert crossing and trail gravel base construction. Once the concrete trail is paved, staff anticipates that final topsoil shaping and seeding will take place shortly afterwards.

## Building Maintenance

- 

## Street Department

- 

## Airport/Public Ways Maintenance

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## Wastewater

- Staff has completed 247 preventative maintenance work orders in the last 30 days.
- Spring cleaning of all sanitary lift stations has been completed.
- Working on televising parts of East College Dr. for future rehab project.
- Started summer jetting of sanitary lines.
- Flood event on May 11<sup>th</sup>. Lift stations pushed to their limits but no backups. All equipment functioned correctly.
- New SCADA monitoring of the Tiger Lake stormwater pumping station was very helpful.
- We stored 5 MG of extra wastewater and processed an additional 6 MG right after the event.
- All stored wastewater has been processed and storage is now empty.
- Reaching out to residents in the areas that we observed high sanitary flows during and immediately after the flooding event.
- Working on the chloride reduction grant program.
- Yard work & exterior building maintenance at the wastewater facility.
- Working on our NPDES permit reissuance.
- Various sanitary manhole repairs.
- Collection system preventive maintenance on lift stations.

## PUBLIC SAFETY DIVISION

### FIRE DEPARTMENT

The Fire Department responded to twenty-one (21) calls for service. Total calls for service included:

- Fire/CO2 Alarm (8)
- Fire; Structure (10)
- Medical Assist (0)
- Vehicle Accident (3)
- Other (0)

### POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 843 calls for the month of May. One hundred-one (101) criminal offenses were reported with a total number of thirty-six (36) adults arrested.

### OFFICER'S REPORT

- Alarms (24)
- Accidents (33)
- Alcohol involved incidents (9)
- Assaults (10)
- Domestic Assaults (15)
- Burglaries (6)
- Criminal Sexual Conduct (2)

- Damage to Property (9)
- Keys Locked in Vehicles (36)
- Loud Party (10)/ Public Disturbances (13)
- Thefts (18)
- Traffic Related Complaints (123)
- Vandalism (4)
- Warrant Pickups (11)
- Welfare Checks/Mental Health (55)

On May 27<sup>th</sup> around 2:00 PM, Officer Quinn Bullard and squad #2104 were involved in a right-angle (T-bone) crash at the intersection of Southview Dr. and S. 4<sup>th</sup> St. Thankfully, Officer Bullard and the three occupants of the other vehicle were OK and reported no injuries. Squad #2104 received significant damage to the passenger side rear door, wheel, and quarter panel. The side airbags on the squad deployed and the squad needed to be towed from the scene. The Lyon County Sheriff's Office investigated the crash and determined the other vehicle was at fault for failing to yield the right-of-way.

Officer Peter Vue completed the 14-week Field Training Program and was certified for solo patrol. He worked his first solo shift Saturday May 28<sup>th</sup>.

### **DETECTIVE REPORT**

- A 25-year-old Fargo, ND man was arrested for criminal sexual conduct at the completion of a sexual assault investigation.
- A burglary investigation resulted in the arrest of a 23-year-old Marshall man and charges against a 21-year-old Marshall man for burglary. A search warrant was executed, and the stolen property was recovered.
- A 28-year-old Marshall man was arrested for a predatory offender registration violation at the completion of an investigation. Two additional predatory offender registration violation investigations were completed during the month.
- Two cases involving the possession of child pornography are under investigation.
- The burglary of a Marshall residence was investigated, and the case was forwarded to the Lyon County Attorney's Office for charges.
- Three cases of theft by swindle involving scams were investigated during the month. Two of those cases remain under investigation.
- Twenty-Five child protection reports and five reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.
- Sgt. Buysse presented a Junior Crime Scene Course at the SWWC Science and Nature Conference at SMSU on May 10<sup>th</sup>.
- Sgt. Buysse and Det. Sandgren assisted at the Bike Rodeo at the YMCA on May 16<sup>th</sup>.

### **MERIT CENTER**

- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing. There were 20 exams completed on the track in May.
- In May, MN West conducted a CVI re-certification course, Moped Safety, two Motorcycle safety courses, an EVOC for law enforcement classes, industrial safety course, a Road Guard DOT course and CDL training at the MERIT Center.
- On May 4-6 MERIT hosted a DOT Rehab Course. 31 participants attended this course.
- The Marshall Fire Department continues to utilize the Rescue Tower to conduct Technical Rope Rescue training.
- The Regional Radio Board met on May 24-25 to conduct their strategic planning meeting and their quarterly board meeting.

- The MERIT Center was utilized 26 out of 31 days in May with 294 participants attending these events/trainings.



**BUILDING PERMIT LIST**  
**June 14, 2022**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
SCHLENNER CONSTRUCTION CO	511 HIGHWAY 23 S	NEW BUILDING	230,000.00
Strand Home Services	100 RANCH AVE	DECK	5,000.00
SPRINT (Agent as LCC Telecom)	710 KOSSUTH AVE	EXTERIOR REMODEL	37,500.00
GREVE, TAYLOR & CAROLINE	901 COLOMBINE DR	HVAC	1,000.00
TRIO PLUMBING & HEATING	803 6TH ST N	HVAC	3,500.00
GESKE HOME IMPROVEMENT CO.	114 CIRCLE DR	Windows	2,800.00
GESKE HOME IMPROVEMENT CO.	302 HIGH ST N	Windows	700.00
JEFF GLADIS CONSTRUCTION	109 MAPLE ST W	RE-ROOFING	9,400.00
MINNESOTA CABINETS, INC.	106 CIRCLE DR	OTHER	1,500.00
MINNESOTA CABINETS, INC.	900 4TH ST S	OTHER	700.00
MARSHALL PROPERTIES LLC	1404 COLLEGE DR E	RE-ROOFING	25,000.00
GESKE HOME IMPROVEMENT CO.	809 6TH ST N	Windows	700.00
DENNIS LOZINSKI CONSTRUCTION	503 KATHRYN AVE	RE-ROOFING	11,100.00
SCHULTZ, JOEL M & SHANNON J	712 6TH ST N	RE-SIDING	5,000.00
TRIO PLUMBING & HEATING	1111 WASHINGTON AVE	HVAC	6,750.00
Joshua Behnke Construction LLC	117 CIRCLE DR	WINDOWS / DOORS	7,000.00
BABCOCK CONSTRUCTION	412 5TH ST N	EXTERIOR REMODEL	25,000.00
LINK, BRIAN S & TRISTA J	1006 BIRCH ST	Windows	1,400.00
HARTS HEATING & REFRIGERATION	256 MAIN ST W	HVAC	2,500.00



**PLUMBING PERMIT LIST**  
**June 14, 2022**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
JD Plumbing & Heating	100 WHITNEY ST S	INTERIOR REMODEL	1,000.00



**SIGN PERMIT LIST**  
**June 14, 2022**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
QUICKSIGNS OF WILLMAR	1400 SARATOGA ST S	N/A	57,000.00
AP Design	600 SHERMAN AVE	N/A	1,000.00

# 2022 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

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## January

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

## February

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

## March

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

## April

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

## May

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

## June

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

## July

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

## August

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

## September

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

## October

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

## November

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

## December

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

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## 2022 Uniform Election Dates

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

### 204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



## Upcoming Meetings

### May

- 05/10 Board Interviews
    - Planning Commission, 4:30 PM – 5:15 PM
  - 05/10 Regular Meeting, 5:30 PM, City Hall
  - 05/24 Board Interviews
    - Economic Development Authority, 5:00 PM, City Hall
  - 05/24 Regular Meeting, 5:30 PM, City Hall
- 

### June

- 06/14 Board and Commission Interviews
    - Airport Commission, 4:30 PM
    - Convention Visitors Bureau, 4:45 PM
    - Public Housing, 5:00 PM
  - 06/14 Regular Meeting, 5:30 PM, City Hall
  - 06/28 Work Session, 4:00 PM, City Hall
    - MPCA Wastewater Limits
  - 06/28 Regular Meeting, 5:30 PM, City Hall
- 

### July

- 07/12 Board and Commission Interviews
  - Planning Commission, 5:00 PM
- 07/12 Regular Meeting, 5:30 PM, City Hall
- 07/26 Work Session, 4:00 PM
  - 2023 Budget-Community Organization Requests
- 7/26 Regular Meeting, 5:30 PM, City Hall