



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

**Tuesday, August 08, 2023 at 5:30 PM**  
**City Hall, 344 West Main Street**

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

1. Consider Approval of the Minutes from Meetings Held on July 25th and July 31st

**PUBLIC HEARING**

2. 1) Public Hearing for a New On-Sale Liquor License for Wings Axe Company 2) Approval of a On-Sale Liquor License Application for Wings Axe Company
3. 1) Public Hearing for the Purchase Agreement for Sale of Land Located at 116 S. 10th St. 2) Consider Approval of a Resolution for a Purchase Agreement with 2nd Ave. Investments LLC

**CONSENT AGENDA**

4. Consider Approval for the Data Practice Policy for Members of the Public
5. Consider Approval for a Raffle Permit for the YMCA on November 2, 2023
6. Consider Approval for a Temporary On-Sale Liquor License for the Knights of Columbus
7. Declare Air Compressor as Surplus Equipment for the Marshall Fire Department
8. Consider Approval for a Temporary On-Sale Liquor License for SMSU Ag Bowl
9. Consider Approval for a Temporary On-Sale Liquor License for SMSU University Gala
10. Consider Approval for a Temporary On-Sale Liquor License for SMSU Homecoming
11. Consider Approval for a Temporary On-Sale Liquor License for SMSU Gold Rush
12. Consider Approval of the Bills/Project Payments

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

13. Aquatic Center Contract Amendment-Design Documents, Construction Documents, Bidding, Construction Administration and Staking
14. Consider a Resolution Calling for a Special Election to be Held on November 7, 2023
15. Adoption of Ordinance Adding Article 2-VII Administrative Citations

**COUNCIL REPORTS**

16. Commission/Board Liaison Reports
17. Councilmember Individual Items

**STAFF REPORTS**

18. City Administrator
19. Director of Public Works/City Engineer
20. City Attorney

**ADMINISTRATIVE REPORTS**

21. Administrative Brief

**INFORMATION ONLY**

22. Building Permits

**MEETINGS**

23. Upcoming Meetings

**ADJOURN**

**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.**



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the Minutes from Meetings Held on July 25th and July 31st
<b>Background Information:</b>	Enclosed are the minutes from the previous meetings.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the meetings held on July 25 <sup>th</sup> and 31st be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Tuesday, July 25, 2023**

The work session of the Common Council of the City of Marshall was held July 25, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 4:00 P.M. by Mayor Pro-tempore Craig Schafer. In addition to Schafer the following members were in attendance: Amanda Schroeder, John Alcorn, See Moua-Leske and James Lozinski. Absent: Mayor Robert Byrnes and Steven Meister. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; and Steven Anderson, City Clerk.

**2024 Southwest Initiative Foundation (SWIF) Request**

Moberg introduced the letter received from the Southwest Initiative Foundation that requested funding of \$5,500. The City of Marshall had not received funding requests from SWIF in prior years.

**2024 Lyon County Historical Society Community Contribution Request**

Jennifer Andries and John Sherman gave a brief presentation on the activities of the historical society and requested funding of \$29,474.77, an increase of 9.33%. The same percentage increase was also asked of Lyon County.

**2024 Marshall Area Fine Arts Council (MAFAC) Community Contribution Request**

Officers of MAFAC recounted their history and plans for the upcoming year. MAFAC requested \$8,000 in funding a \$2,000 increase from last year.

**2024 Sounds of Summer Community Contribution Request**

Mark Klaith of Marshall Festivals requested funding of \$10,000 which was the same request as the previous year.

**2024 United Community Action Partnership Community Contribution Request**

Moberg provided information on behalf of UCAP for their bus replacement request of \$38,520.

**2024 Marshall-Lyon County Library Appropriation Request**

Michele Leininger updated councilmembers on the 2024 draft budget request of \$751,677 which would be a requested increase of 4.3%. The same percentage increase was also asked of Lyon County.

**Adjournment**

At 5:05PM Mayor Pro-tempore Schafer adjourned the meeting.

Attest:

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

\_\_\_\_\_  
Mayor

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, July 25, 2023**

The regular meeting of the Common Council of the City of Marshall was held July 25, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Pro-Tempore Craig Schafer. In addition to Schafer the following members were in attendance: Amanda Schroeder, John Alcorn, See Moua-Leske and James Lozinski. Absent: Mayor Robert Byrnes and Steven Meister. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Jim Marshall, Director of Public Safety; Eric Luther, Liquor Store Manager; Quentin Brunsvold, Fire Chief; Lauren Deutz, Economic Development Director; Ilya Gutman, Plans Examiner; and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

**Consider Approval of the Minutes from the Regular Meeting Held on July 11, 2023**

There were no amendments to the minutes.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to approve the minutes as read. Voting Yea: Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

**Approval of the Consent Agenda**

Councilmember Lozinski request that Introduction of an Ordinance Amending Article 42-V to Prohibit the Use of Cannabis and Hemp in Public Places be removed for further discussion.

Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to approve the remainder of the consent agenda. Voting Yea: Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

- Consider a Resolution Calling for a Public Hearing on Proposed Assessments for Unpaid Services and Ordering Preparation of Proposed Assessments
- Call for Public Hearing for an On-Sale Liquor License Application for Wing Axe Company
- Consider Declaring Two Grass Rig Skid Units for Marshall Fire Department as Surplus
- Consider Approval for the Joint Powers Agreement with the Minnesota Anti-Heroin Task Force Program
- Consider a Resolution for the Transfer of Property to the Economic Development Authority
- Consider a Resolution of Support for a Job Creation Fund Application
- Consider Approval of Off-Site Bingo for American Legion at the Lyon County Fair
- Consider Approval for Holy Redeemer to Conduct a Raffle on January 29, 2024
- Consider Approval of a Raffle Permit for SMSU Homecoming on October 14, 2023
- Introduction of Ordinance Article 2-VII Administrative Citations
- Acknowledgement and Acceptance of the Updated Stormwater Pollution Prevention Program (SWPPP) for the City of Marshall
- Call for Public Hearing for the Sale of Land Located at 116 S. 10th St.
- Consider Approval of the Bills/Project Payments

**Introduction of an Ordinance Amending Article 42-V to Prohibit the Use of Cannabis and Hemp in Public Places**

Councilmember Lozinski wanted to see the amendment go through the Legislative and Ordinance Committee prior to its introduction to council. Attorney Whitmore asked for clarification on what the focus of the committee meeting would be regarding.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to remove the introduction and have the ordinance amendment be brought to the Legislative and Ordinance Committee first for discussion. Voting Yea: Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 5-0.**

**Consider the Request for a Variance Adjustment Permit for Reduced Setbacks for an Accessory Building at 710 South Bend Avenue**

Ilya Gutman explained that the property owner wished to construct a new detached garage in the rear corner of their property with a 5-FT rear setback and a 2-FT side yard setback and that there was an existing detached garage at this location. The property owner desired to demolish the existing 22' x 22' structure and replace it with a larger structure, likely 24' wide by 36' deep. Granting of a variance may be permitted if the request met the "practical difficulties" test, which requires that the proposed use was reasonable, that the problem is caused by conditions that are unique to this property, and that granting the variance will not change the character of the area. Upon review, city staff believed that the argument could be made that the proposal generally met the practical difficulties test for a rear yard variance. There are numerous structures in the neighborhood and area that do not meet minimum setbacks and there was already a garage in place. Staff believed that the lot is unique due to the orientation of the lot and the rear yard of this lot aligns with the side yard of 604 W. Southview Drive. In a more typical lot orientation, the neighbor at 604 W. Southview Drive could have expected a structure within 5-FT of the lot line. As for the side yard request, staff questioned the reasonableness of placing a larger structure so close to the lot line. The existing building is smaller than the proposed building, and the proposed detached garage would be close to the neighboring structure. At the Planning Commission meeting on July 12, 2023, a public hearing was held and recommend to City Council to approve a 5' rear and 2' side yard variance adjustment permit for reduced setbacks for accessory building at 710 South Bend Avenue and directing City staff to prepare the Finding of Facts document that outlines the basis for the decision. During the Planning Commission meeting, the owner presented evidence for this application satisfying all three components of the "practical difficulty" test.

Councilmembers further discussed the "practical difficulties" test. Schroeder mentioned that none of the neighbors were present at the public hearing and no concerns were brought forward.

Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to approve the Variance Adjustment Permit to have reduced setbacks for an accessory building with 5 feet for the rear yard and 2 feet for the side yard. Voting Yea: Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Lozinski. The motion **Carried. 4-1.**

**Tall Grass Liquor Annual Report**

Eric Luther updated council on the liquor store operations, mission statement, and store priorities. In 2022, the overall sales of the Liquor Operation were \$7,078,147 with a net profit of \$944,305. This was an increase of total sales by \$352,468 and a net profit decrease of \$54,891 when compared to 2021. Ready to drink cocktails and craft beer were popular items for customers and the store has held and would continue to hold in store events and partnered with Visit Marshall for the Made in Minnesota Craft Beer and Wine Festival at the Red Baron Arena and Expo Center. 2024 sales are estimated to be at a 3% increase over 2023. The trend was about 4% ahead in sales for 2023. Gross Profit margin was targeted at 28%+ for 2024. Tall Grass continued to see the benefit of the investments made earlier with a free-standing 50ml merchandiser, 2 self-serve open-air coolers for displaying single cans, cold wine and RTD's and the Pick Six Mix & Match area. All these investments were designed for customers to 'add on' purchases or make an 'impulse' purchase benefitting the store with a higher ticket average and increased gross profit dollars. The on-line ordering platform through City-Hive has been successful. Tall Grass rolled out the website in the Fall of 2022 and continues to grow in usage. A video surveillance upgrade began in Fall 2022 and was completed in early 2023 with a recorder server and additional cameras added to the existing configuration to give better coverage of the building exterior and the sales floor. Plans are being made to add a locked display cabinet for allocated/high end spirits so that customers can shop these products out on the floor. We are also looking at adding 2 more open-air refrigerated merchandisers to increase

the offerings of cold RTD's and single serve cans. Tall Grass was also looking at installing 2-3 large message monitors around the store. Messages would be programmed about monthly specials, in-store tastings, and new products.

### **Commission/Board Liaison Reports**

Brynes Absent.

Schafer MERIT Center: Jasmin Desmet the Training Facility Coordinator had taken on a new position at the City as Community Education Coordinator.

Meister Absent.

Schroeder Planning Commission: Discussed the various adjustment permit on South Bend Avenue.

Public Housing Commission: Approved replacement doors for the patio, welcomed a new member, and voted on officers.

EDA: Held a public hearing for the transfer of property for a development in the Commerce Park Addition.

Alcorn MMU Commission: Updated workplace policies, testing was ongoing for an online customer portal, and the Ford F-150 Lightning has been delivered and can be seen driving around Marshall.

Moua-Leske SWRD Commission: Held their 50<sup>th</sup> anniversary event.

CVB: Marshall School District Athletic Director gave a presentation on improvements that were happening and a new parking lot is planned to be added by the tennis courts behind the high school.

Lozinski No report.

### **Councilmember Individual Items**

Councilmember Lozinski commented on the progress of the Terrace 1872 and the Third Street project. MAYBA sent a letter of appreciation to the Parks Department in appreciation of hosting a state baseball tournament at the Amateur Sports Complex.

### **City Administrator**

National Night Out will be on August 1<sup>st</sup> and updated information on the Aquatic Center would be available at the event. Staff continues to get information out regarding the Aquatic Center vote. An artwork centerpiece is still planned for Terrace 1872.

### **Director of Public Works/City Engineer**

Updates were given on the following projects: Third and Lyon Street, Legion Field Storm sewer Pond Phase II, mill & overlay progress, and Channel Parkway was expected to begin in the middle of August.

### **City Attorney**

Working with staff on policy and ordinance changes.

### **Information Only**

There were no questions on the Information Only items.

**Upcoming Meetings**

There were no questions on the Upcoming Meetings.

**Adjourn**

At 6:23 PM Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to adjourn the meeting.  
Voting Yea: Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske,  
Councilmember Lozinski. The motion **Carried. 5-0.**

Attest:

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

\_\_\_\_\_  
Mayor

**CITY OF MARSHALL  
SPECIAL MEETING  
M I N U T E S  
Tuesday, July 31, 2023**

The special meeting of the Common Council of the City of Marshall was held July 31, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister, Amanda Schroeder, John Alcorn, See Moua-Leske (via Zoom at the Sioux Falls Library) and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney; E.J. Moberg, Director of Administrative Services (via Zoom); Jim Marshall, Director of Public Safety; and Steven Anderson, City Clerk.

**Emergency Ordinance Prohibiting the Use of Cannabis in Public Places**

Mayor Brynes explained the new law that would be going into effect on August 1, 2023, and that the new law was silent on whether cannabis can be used or smoked in public places other than public places governed by the Minnesota Clean Indoor Air Act. Local ordinances would need to be implemented to supplement the gaps in law. Per Section 3.09 and 3.11 of the Marshall City Charter, the City Council of the City of Marshall may pass an emergency ordinance for the immediate preservation of the public peace, health, morals, safety, or welfare. The Legislature recognized concerns raised about the exposure of Cannabis use to youth and adopted Minn. Stat. § 342.13 to allow cities to regulate the distance of Cannabis retailers from an attraction within a public park that is regularly used by minors, including a playground or athletic field. The rapid introduction of newly legalized adult-use cannabis products presents a significant potential threat to the public health, safety, and welfare of the residents of Marshall, and particularly to youth.

Director of Public Safety Jim Marshall stated his concerns and the urgency of having an ordinance in place to preserve the public peace, health, morals, safety, and welfare of the citizens of Marshall. Attorney Whitmore further explained the emergency ordinance process and steps to be taken. Councilmember Schafer commented that if the introduction of the ordinance prohibiting use of cannabis in public places had passed during the July 25<sup>th</sup> meeting the prohibition would not have been in effect for another two weeks at least and felt the emergency meeting was needed to address exposure for citizens. Councilmember Lozinski added that he would like the Legislative and Ordinance Committee address all smoking in public places not just cannabis. Councilmember Meister voiced his concern with overregulating and not actually enforcing.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve Ordinance 23-019 prohibited the use of cannabis in public places. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

**Adjourn**

At 5:47 PM Mayor Brynes adjourned the meeting.

Attest:

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

\_\_\_\_\_  
Mayor

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, July 25, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	1) Public Hearing for a New On-Sale Liquor License for Wings Axe Company 2) Approval of a On-Sale Liquor License Application for Wings Axe Company
<b>Background Information:</b>	Attached is an application for a On-Sale and Sunday Liquor License for Wings Axe Company. The license would be issued for Suite 1 of the Mercantile Building located at 100 West College Drive.
<b>Fiscal Impact:</b>	N/A
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	1) To close the public hearing 2) Approve the On-Sale Liquor License for Wings Axe Company.



# Intoxicating Liquor License Application

License Period From: \_\_\_\_\_ To: \_\_\_\_\_

Receipt Number: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

If applicant is an individual, it shall be completed by such person; if a corporation, by an officer; if a partnership, by one of the general partners; if an unincorporated association, by the manager or managing officer.

1.

- |                                                     |                                              |            |
|-----------------------------------------------------|----------------------------------------------|------------|
| <input checked="" type="checkbox"/> New Application | <input type="checkbox"/> Renewal Application |            |
| Type of License (Select all that apply)             |                                              | Fee        |
| <input checked="" type="checkbox"/> On-Sale Liquor  |                                              | \$3,000.00 |
| <input checked="" type="checkbox"/> On-Sale Sunday  |                                              | \$200.00   |
| <input type="checkbox"/> On-Sale 3.2 % Malt Liquor  |                                              | \$250.00   |
| <input type="checkbox"/> Off-Sale 3.2 % Malt Liquor |                                              | \$90.00    |
| <input type="checkbox"/> Brewer Taproom             |                                              | \$500.00   |
| <input checked="" type="checkbox"/> Wine            |                                              | \$600.00   |
| <input type="checkbox"/> Club License               |                                              | \$275.00   |

2. Type of applicant ☐ Individual ☒ Corporation ☐ Club ☐ Partnership ☐ Other organization

3. Legal name of licensee (individual, partnership, corporation, organization or club) Douglas Wing  
Address 2259 County Road 25 Lynd MN 56157 Phone [REDACTED]  
Street City State Zip

4. Business name Wings Axe Company Phone \_\_\_\_\_  
Address 100 West College Drive Marshall MN 56258  
Street City State Zip

5. Minnesota Business Tax ID Number (Per Minnesota Statute Section 270C.72) [REDACTED]  
Federal Business Tax ID Number [REDACTED]  
Individual - Social Security Number [REDACTED]

6. Proof of Workers' Compensation Insurance Coverage  
Insurance company name \_\_\_\_\_ Dates of coverage \_\_\_\_\_  
Policy number/Self-insurance permit number (Per Minnesota Statute Section 176.182) \_\_\_\_\_

I am **not** required to have workers' compensation liability coverage because

☐ I have no employees covered by the law ☐ Other (Specify on an attached document.)

## Section 1: Building/premises

All applicants complete this section.

7. Since the license was last issued, have there been any **changes in the ownership of the building where the licensed establishment is located?** ☐ Yes ☒ No

If yes:

Building owner Knochenmus Enterprises LP Phone \_\_\_\_\_

Business address \_\_\_\_\_  
Street City State Zip

## Intoxicating Liquor License Application

8. Describe any changes or additions since the last renewal in the serving areas for intoxicating liquor and/or wine.  
Attach a drawing, if necessary.

9. Are any of the following taxes or charges for the licensed premises unpaid or delinquent?
- |                     |                                                                     |                         |                                                                     |
|---------------------|---------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------|
| State sales taxes   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | State withholding taxes | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Real estate taxes   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                         |                                                                     |
| Special assessments | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | City utility bills      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

10. During the past license year, has a summons been issued under the Liquor Civil Liability (Dram Shop) Law? If yes, **attach** a copy of the summons pursuant to Minnesota State Statute 340A.802. ☐ Yes ☒ No

11. Are there any changes in (a) finance or interest in premises; (b) contracts between the applicant and any persons, partnerships, corporations; or (c) any new loans since the license was last issued? If yes, explain. ☐ Yes ☒ No

*Complete only if you intend to apply for an Under 21 Exemption Permit*

12. What were combined sales of food, including non-alcoholic beverages, and alcoholic beverages for the most recent fiscal year ending prior to this application?

Fiscal year from 2023 to New Venture:

	Gross sales	Percentage
Food	<u>-</u>	<u>-</u>
Liquor/wine/beer	<u>-</u>	<u>-</u>
Total	<u>-</u>	100%

### Section 2: Employees

*All applicants complete this section.*

13. General manager, proprietor, food/beverage manager, managing partner, or any individual in charge of the licensed premises.

Full name Jettison D. Wing Position \_\_\_\_\_  
Residence address 2259 County Road 25 Lynd MN 56157 Phone [REDACTED]

Full name Douglas M. Wing Position \_\_\_\_\_  
Residence address 2259 County Road 25 Lynd MN 56157 Phone [REDACTED]

Full name \_\_\_\_\_ Position \_\_\_\_\_  
Residence address \_\_\_\_\_ Phone \_\_\_\_\_

14. Does the current manager have management duties at any other establishment? ☐ Yes ☒ No

If yes, list name and address of establishment.

15. Do you provide alcohol awareness training for your staff on responsible alcohol service techniques? ☒ Yes ☐ No  
If yes, how often is training provided and who provides training? waiters will be TIPS certified

**City of Marshall, Minnesota**

**Combined On-Sale & Sunday Liquor**

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO  
**Wings Axe Company**

For a **Combined On-Sale & Sunday Liquor License** at **100 W. College Dr. Suite 1**  
from **September 1, 2023 - December 31, 2023**, subject

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

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **August 8, 2023**

\_\_\_\_\_  
Mayor

Attest:

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

(Seal)

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Lauren Deutz
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	1) Public Hearing for the Purchase Agreement for Sale of Land Located at 116 S. 10th St. 2) Consider Approval of a Resolution for a Purchase Agreement with 2nd Ave. Investments LLC
<b>Background Information:</b>	The property is identified as parcel # 27-485012-0 and is a small portion of land located between the former Willmar Poultry Company building and the Islamic Society of Marshall.
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	1) To close the public hearing. 2) Approve the Resolution authorizing the purchase agreement.

## PURCHASE AGREEMENT

This Purchase Agreement (this “Agreement”) is made this 25 day of July, 2023 by and between the City of Marshall, a Minnesota municipal corporation (“Seller”), and 2nd Avenue Investments, LLC, a Minnesota limited liability company (“Buyer”).

**1. PROPERTY.** Seller is the owner of certain real estate located in the City of Marshall, Lyon County, Minnesota (PID No. 27-485012-0), legally described as follows:

Outlot A, LEGION FIELD ROAD 2ND ADDITION, according to the recorded plat thereof

(the “Property”).

**2. OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase, and Seller agrees to sell and hereby grants to Buyer the exclusive right to purchase the Property. Buyer acknowledges that no items of personal property are included in the sale of the Property.

**3. CONTINGENCIES.** This Agreement is subject to the following contingencies:

- A. Approval of this Agreement by Seller’s governing body.
- B. Approval by Seller of Buyer’s intended use of the Property.
- C. Buyer having determined that it is satisfied with the results of and matters disclosed by Buyer’s investigations, surveys, soil tests, engineering inspections, and hazardous substance and environmental reviews of the Property, if any.

If the above contingencies are satisfied in a timely manner, then Buyer and Seller shall proceed to close the transaction as contemplated herein. If, however, any of the contingencies at subparagraphs A, B, or C above is not satisfied, this Agreement shall be void and Buyer and Seller shall execute and deliver to each other the termination of this Agreement. As a contingent purchase agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes Section 559.21, et seq.

## 4. PURCHASE PRICE AND TERMS:

- A. **PURCHASE PRICE:** The total Purchase Price for the Property is \$10,000.00.
- B. **TERMS:**
  - (1) **BALANCE DUE SELLER.** Buyer agrees to pay the Purchase Price to Seller by certified or cashier’s check or by wire transfer on the Closing Date according to the terms of this Agreement.

- (2) **DEED/MARKETABLE TITLE.** Subject to performance by Buyer, Seller agrees to execute and deliver a Quit Claim Deed conveying marketable title to the Property to Buyer, subject only to the following exceptions:
  - a. Building and zoning laws, ordinances, state, and federal regulations; and
  - b. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- (3) **DOCUMENTS TO BE DELIVERED AT CLOSING.** In addition to the Quit Claim Deed required at Paragraph 4(B)(2) above, Seller shall deliver to Buyer:
  - a. Standard form Affidavit of Seller;
  - b. FIRPTA affidavit that Seller is not a “foreign person” as such term is defined within Section 1445 of the Internal Revenue Code.
  - c. Such other documents as may be reasonably required by Buyer’s title examiner or title insurance company.

#### **5. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.**

- A. General real estate taxes applicable to the Property due and payable in the year of closing, if any, shall be prorated between Seller and Buyer on a daily basis with Seller paying those allocable to the period prior to the closing date and Buyer being responsible for those allocable to the closing date and thereafter.
- B. Seller shall be responsible for paying any levied or pending special assessments as of the date of closing, if any. Buyer shall be responsible for any special assessments levied or pending after the date of closing, if any.

**6. SURVEY AND TITLE MATTERS.** Buyer may order a survey of the Property at Buyer’s expense. If Buyer orders a survey, Buyer will provide a copy of the survey to Seller at no cost to Seller. Buyer may obtain at Buyer’s sole cost, a commitment for an owner’s policy of title insurance for the Property, naming Buyer as the proposed insured. Buyer shall have 10 days following the receipt of the title commitment and the survey, whichever is later, to make its objections in writing to Seller. If the title to the Property or any part thereof, shall be found to be unmarketable, Seller agrees to cure such defects and render the title marketable by the closing date; provided, that nothing in this Agreement shall require Seller to exercise its power of eminent domain to make title marketable. It is further understood and agreed that if the title to the Property or any part thereof is found to be unmarketable at date of closing, Buyer may, at its option: (a) waive the title defects and proceed to closing; or (b) declare this Agreement null and void and neither Buyer nor Seller shall be liable for damages hereunder. If the title to the Property is found marketable and Buyer shall default in any of the covenants or agreements herein provided, then

and in that case, Seller may at its option, deem this Agreement terminated by giving written notice thereof to Buyer. Neither party may enforce this Agreement by specific performance.

**7. CLOSING DATE.** The closing of the sale of the Property shall take place on a date to be mutually agreed upon by Seller and Buyer, but no later than September 29, 2023. The closing shall take place at Marshall City Hall, located at 344 Main Street West, Marshall, Minnesota, or such other location as mutually agreed upon by the parties.

**8. CLOSING COSTS AND RELATED ITEMS.** Seller will be responsible for paying: a) recording fees of instruments required to establish marketable title in Seller; b) any special assessments, pending or levied, prior to the Closing Date; c) one-half of the Closing fee charged by the Title Company. Buyer shall be responsible for paying: a) the costs of any reports and for any surveys, testing, or inspections conducted by Buyer on and of the Property; b) the state deed tax and the recording fee for the Quit Claim Deed transferring title to the Property to Buyer; and c) one-half of the Closing fee charged by the Title Company. In the event that Buyer orders a title commitment and title insurance, Buyer shall be responsible for payment of the costs of the title commitment, including all title search and examination fees, and the payment of the title insurance premium, if any. Each party shall be responsible for its own attorneys' fees and costs.

**9. APPROVALS.** Buyer shall be responsible for obtaining any governmental approvals that are necessary for its intended use of the Property. Seller agrees that it will cooperate with Buyer in providing any information or authorization needed in order for Buyer to apply for any governmental approvals. Seller acknowledges that it will allow access to the Property off of 10<sup>th</sup> Street. This acknowledgment shall survive Closing.

**10. "AS-IS" SALE.** Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the purchase price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by Seller or any official, employee, contractor, or agent of Seller with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. Buyer acknowledges and agrees that Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller hereby expressly disclaims, except as stated above.

**11. POSSESSION/CONDITION OF PROPERTY.** Seller shall deliver possession of the Property to Buyer on the closing date, in the same condition as existed on the date of this Agreement.

**12. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM.** Seller discloses that there is not an individual sewage treatment system on or serving the Property.

**13. WELL DISCLOSURE.** Seller certifies that Seller does not know of any wells on the Property.

**14. BROKER COMMISSIONS.** Seller represents and warrants to Buyer that Seller has not involved a broker in this transaction or agreed to pay a broker commission to any broker. Buyer represents and warrants to Seller that Buyer has not involved a broker in this transaction or agreed to pay a broker commission to any broker. Each party agrees to indemnify, defend, and hold each other harmless for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property.

**15. SURVEYING, ENVIRONMENTAL INSPECTION AND SOIL TESTS.** Buyer and its contractors shall have the right to enter upon the Property after the date of this Agreement for the purpose of surveying and inspecting the Property and conducting such environmental examination and soil tests as Buyer deems necessary. Buyer agrees to indemnify and defend Seller against any liens, claims, losses, or damage directly attributable by Buyer's exercise of its right to enter and work upon the Property. Buyer agrees to provide Seller with a copy of any report or survey prepared as a result of such surveying, inspection, examination, or testing, upon request by Seller.

**16. NO MERGER OF REPRESENTATIONS, WARRANTIES.** All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.

**17. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the parties, and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

**18. BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. Buyer shall not assign its rights and interest hereunder without the written approval of Seller.

**19. NOTICE.** Any notice, demand, request, or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

- A. If to Seller: City of Marshall  
Attn: City Administrator  
344 West Main St.  
Marshall, MN 56258
- With a copy to: Kennedy & Graven, Chartered  
Attn: Sarah Sonsalla  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402
- B. If to Buyer: 2nd Avenue Investments, LLC  
Attn: Dan Schmidt  
315 S Walnut St Suite 30  
Belle Plaine, MN 56011

**20. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**21. GOVERNING LAW.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**22. SEVERABILITY.** If any provision of this Agreement is held to be unenforceable or void by a court of competent jurisdiction, such provision shall be deemed severable and shall not affect the validity of the remaining terms of this Agreement.

**23. PARTNERSHIP OR JOINT VENTURE.** Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between Seller and Buyer relative to the Property.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written above.

**SELLER**

**CITY OF MARSHALL**

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

By: \_\_\_\_\_  
Sharon Hanson, City Administrator

**BUYER**

**2ND AVENUE INVESTMENTS, LLC**

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

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

**CITY OF MARSHALL, MINNESOTA**

**RESOLUTION NO. 23-060**

**RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE SALE OF CITY-OWNED  
PROPERTY TO 2ND AVENUE INVESTMENTS, LLC**

**WHEREAS**, the City of Marshall (the “City”) is the owner of certain real estate located in the City of Marshall, Lyon County, Minnesota (PID No. 27-485012-0), legally described as follows: Outlot A, LEGION FIELD ROAD 2ND ADDITION, according to the recorded plat thereof (the “Property”); and

**WHEREAS**, the City would like to convey the Property to 2nd Avenue Investments, LLC, a Minnesota limited liability company (the “Buyer”); and

**WHEREAS**, the City and the Buyer desire to enter into a purchase agreement, pursuant to which the City will convey the Property to the Buyer; and

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

1. That the Council hereby approves the Purchase Agreement in substantially the form presented to the Council, subject to modifications and addenda that do not alter the substance of the transaction and that are approved by the Mayor and the City Administrator.

2. City officials, staff, and consultants are authorized to take all actions necessary to perform the City’s obligations under the Purchase Agreement as a whole, including, without limitation, execution of any documents to which the City is a party referenced in or attached to the Purchase Agreement, and any other documents necessary for the Property to be conveyed by the City to the Buyer, as all described in the Purchase Agreement.

Adopted by the City Council of the City of Marshall, Minnesota this 8th day of August 2023.

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Mayor

ATTEST:

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City Administrator

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for the Data Practice Policy for Members of the Public
<b>Background Information:</b>	<p>Minnesota Statutes, section 13.025 requires all government entities subject to the Data Practices Act to create policies about access to public data as well as the rights of data subject. The law also requires government entities to review and update these policies by August 1 of each year.</p> <p>After review it was found that standing requests had not been addressed and a designee needed to be updated.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the updated Data Practice Policy for Members of the Public.

## **DATA PRACTICES POLICY FOR MEMBERS OF THE PUBLIC**

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### **Right to Access Public Data**

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, DVDs, photographs, etc.

The Government Data Practices Act also provides that the City of Marshall must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Government Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

### **How to Make a Data Request**

To look at data or request copies of data that the City of Marshall keeps, make a written request. Submit your request for data to the appropriate individual listed under the Data Practices Contacts. You may make your request for data in-person, or by mail, fax, or email, using the City's Data Request Form.

If you choose not to use the City's Data Request Form, your request should include the following:

- State that you, as a member of the public, are making a request for data under the Government Data Practices Act, Minnesota Statutes, Chapter 13;
- State whether you would like to look at the data, get copies of the data, or both; and
- Provide a clear description of the data you would like to inspect or have copied.

The City of Marshall cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

### **How We Respond to a Data Request**

Upon receiving your request, we will work to process it.

- If we do not have the data, we will notify you in writing as soon as reasonably possible.
- If we have the requested data, but the data are not public, we will notify you as soon as reasonably possible and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
  - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
  - provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies, you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM) upon request if we keep the data in electronic format.

Information about copy charges is provided below. We may also arrange for you to prepay for the copies.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Government Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, the Government Data Practices Act does not require the City of Marshall to answer questions that are not specific requests for data.

### **Requests for Summary Data**

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. We will prepare summary data if you make your request in writing and pay for the cost of creating the data. Upon receiving your written request – you may use the data request form – we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

### **Copy Costs – Members of the Public**

The City of Marshall may charge members of the public for copies of government data as authorized under Minnesota Statutes, section 13.03, subdivision 3(c). The requestor must pay for the copies before the City will provide the copies.

Copy charges are set by the City Council. Reference the Fee Resolution Schedule for a complete listing of fees and charges that may be associated with your request.

### **Actual Cost of Making Copies**

The charge for most other types of copies, when a charge is not set by statute, rule, or resolution, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email).

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

The cost of employee time to search for data, retrieve data, and make copies is based upon the lowest hourly rate (wage/salary plus benefits) of the appropriate staff member. There is no charge for time spent separating public from non-public data.

If, because of the subject matter of your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate the search and retrieval portion of the copy charge at the higher hourly rate.

### **Standing Requests**

The City does not prohibit or refuse a standing request for data. However, the duration of a standing request is limited to 90 days from the date of the original request. After 90 days, the City will require the requestor to complete a new Data Practices Request Form to initiate a new request.

## Data Practices Contacts

### Data requests should be sent to:

Email: [datarequest@ci.marshall.mn.us](mailto:datarequest@ci.marshall.mn.us) Subject line: Data Request

Fax: 507-537-6830 Attn: City Clerk—Data Request

Mail: City of Marshall, Attn: City Clerk—Data Request, 344 West Main Street, Marshall, MN 56258

### Responsible Authority

Sharon Hanson, City Administrator  
344 West Main Street, Marshall, MN 56258

Office: 507-537-6760

Fax: 507-537-6830

Email: [Sharon.Hanson@ci.marshall.mn.us](mailto:Sharon.Hanson@ci.marshall.mn.us)

### Data Practices Designee(s)

Karla Drown, Finance Director  
344 West Main Street, Marshall, MN 56258

Office: 507-537-6764

Fax: 507-537-6830

Email: [Karla.Drown@ci.marshall.mn.us](mailto:Karla.Drown@ci.marshall.mn.us)

Sheila Dubs, Human Resource Manager  
344 West Main Street, Marshall, MN 56258

Office: 507-537-6790

Fax: 507-537-6830

Email: [Sheila.Dubs@ci.marshall.mn.us](mailto:Sheila.Dubs@ci.marshall.mn.us)

Jim Marshall, Director of Public Safety  
611 West Main Street, Marshall, MN 56258

Office: 507-537-7000

Fax: 507-537-6034

Email: [Jim.Marshall@ci.marshall.mn.us](mailto:Jim.Marshall@ci.marshall.mn.us)

~~Kyle Box~~ Steven Anderson, City Clerk  
344 West Main Street, Marshall, MN 56258

Office: 507-537-6775

Fax: 507-537-6830

Email: [Kyle.Box@ci.marshall.mn.us](mailto:Kyle.Box@ci.marshall.mn.us) [Steven.Anderson@ci.marshall.mn.us](mailto:Steven.Anderson@ci.marshall.mn.us)

### Data Practices Compliance Official

Sheila Dubs, Human Resource Manager  
344 West Main Street, Marshall, MN 56258

Office: 507-537-6790

Fax: 507-537-6830

Email: [Sheila.Dubs@ci.marshall.mn.us](mailto:Sheila.Dubs@ci.marshall.mn.us)

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Raffle Permit for the YMCA on November 2, 2023
<b>Background Information:</b>	<p>The Marshall Area YMCA will be holding a raffle fundraiser event on November 2, 2023, at The Upper Room located at 100 West College Drive, suite 300.</p> <p>Gambling permits are issued by the State of MN but require local approval before submittal.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the LG220 Application for Exempt Permit.

MINNESOTA LAWFUL GAMBLING  
**LG220 Application for Exempt Permit**

4/23  
Page 1 of 3

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

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

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

**Application Fee (non-refundable)**

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

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

**ORGANIZATION INFORMATION**

Organization Name: Marshall Area YMCA Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 200 South A Street

City: Marshall State: MN Zip: 56258 County: Lyon

Name of Chief Executive Officer (CEO): Tom Bolin

CEO Daytime Phone: 507-532-9622 CEO Email: [REDACTED]  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): [REDACTED]

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

- ☐ **A current calendar year Certificate of Good Standing**  
Don't have a copy? Obtain this certificate from:  
MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103  
Secretary of State website, phone numbers:  
[www.sos.state.mn.us](http://www.sos.state.mn.us)  
651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**  
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
If your organization falls under a parent organization, attach copies of both of the following:  
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted  
(for raffles, list the site where the drawing will take place): Upper Room

Physical Address (do not use P.O. box): 100 West College Drive, Suite 300

Check one:  
☒ City: Marshall Zip: MN County: 56258  
☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): Thursday November 2, 2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

# LG220 Application for Exempt Permit

4/23  
Page 2 of 3

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

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: _____	Print County Name: _____
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date: _____	Title: _____ Date: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p><b>TOWNSHIP (if required by the county)</b>            On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>

## CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature: Thomas BL Date: 28 July 23  
 (Signature must be CEO's signature; designee may not sign)

Print Name: Tom Bolin

## REQUIREMENTS

**Complete a separate application for:**

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

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

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

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

## MAIL APPLICATION AND ATTACHMENTS

**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

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

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

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

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary On-Sale Liquor License for the Knights of Columbus
<b>Background Information:</b>	The Holy Redeemer Council 1621 Knights of Columbus will be hosting an event on October 21, 2023 at the 4-H building located at the Lyon County Fairgrounds.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for the Knights of Columbus on October 21, 2023



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized		Tax exempt number	
Holy Redeemer Council 1621 K of C		4/1/1912		[REDACTED]	
Address		City	State	Zip Code	
P.O. Box 1105		Marshall	MN	56258	
Name of person making application		Business phone		Home phone	
Michael Oney		[REDACTED]		[REDACTED]	
Date(s) of event		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
October 21, 2023		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Jeff Yorde		Marshall	MN	56258	
Organization officer's name		City	State	Zip Code	
Kevin Gruhot		Marshall	MN	56258	
Organization officer's name		City	State	Zip Code	
Michael Oney		Marshall	MN	56258	
Organization officer's name		City	State	Zip Code	
Stan Dopheide		Marshall	MN	56258	

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

4-H Bldg @ Lyon County Fairgrounds. With favorable weather, an enclosed trailer w/b located outside 4-H Bldg, customer will be served Brau Brothers beer. Customer will drink inside the 4-H Bldg. With unfavorable weather, beer will be served inside the 4-H Bldg.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.**

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BY EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Quentin Brunsvold
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Declare air compressor as surplus equipment
<b>Background Information:</b>	The Marshall Fire Department has an 80 gallon Ingersoll-Rand air compressor to declare as surplus property. The compressor has been in the department storage building for 15 years and it is unknown whether or not it works. We would try to sell it at auction with the funds returning to the general fund.
<b>Fiscal Impact:</b>	\$0
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Consider authorization to declare the Ingersoll-Rand air compressor as surplus property.

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary On-Sale Liquor License for SMSU Ag Bowl
<b>Background Information:</b>	SMSU will be hosting an event on September 9, 2023, for their annual Ag Bowl at 1501 State Street.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for SMSU on September 9, 2023.



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization		Tax exempt number	
Southwest Minnesota State University		10/17/63		1746999	
Organization Address (No PO Boxes)		City	State	Zip Code	
1501 State Street		Marshall	MN	56258	
Name of person making application		Business phone		Home phone	
Devin Gorter		507-537-6453		507-215-1491	
Date(s) of event		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer			
Saturday, September 9, 2023 (Ag Bowl)		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Devin Gorter, Associate Athletic Director		Marshall	MN	56258	
Organization officer's name		City	State	Zip Code	
		Marshall	MN		
Organization officer's name		City	State	Zip Code	
			MN		

Location where permit will be used. If an outdoor area, describe.  
RA Facility Parking Lot REC Plaza Area Marshall MN

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

North Risk Partners 2,000,000 / 2,000,000

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**

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**CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary On-Sale Liquor License for SMSU University Gala
<b>Background Information:</b>	SMSU will be hosting an event on September 30, 2023, for their annual University Gala at 1501 State Street.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for SMSU on September 30, 2023.



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**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization	Tax exempt number
Southwest Minnesota State University Foundation		10/17/63	82-13114
Organization Address (No PO Boxes)	City	State	Zip Code
1501 State Street	Marshall	MN	56258
Name of person making application		Business phone	Home phone
Nathan Polfliet		507-537-6288	605-695-5664
Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer	
Saturday, September 30, 2023 (University Gala)	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Nathan Polfliet, Executive Director	Marshall	MN	56258
Organization officer's name	City	State	Zip Code
	Marshall	MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.  
RA Facility Parking Lot REC Plaza Area Marshall MN

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
North Risk Partners 2,000,000 / 2,000,000

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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**CITY OR COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary On-Sale Liquor License for SMSU Homecoming
<b>Background Information:</b>	SMSU will be hosting an event on October 14, 2023, for their annual Homecoming at 1501 State Street.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for SMSU on October 14, 2023.



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**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization	Tax exempt number
Southwest Minnesota State University Foundation		10/17/63	82-13114
Organization Address (No PO Boxes)	City	State	Zip Code
1501 State Street	Marshall	MN	56258
Name of person making application		Business phone	Home phone
Nathan Polfliet		507-537-6288	605-695-5664
Date(s) of event	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer		
Saturday, October 14, 2023 (Homecoming)	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Nathan Polfliet, Executive Director	Marshall	MN	56258
Organization officer's name	City	State	Zip Code
	Marshall	MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.  
RA Facility Parking Lot REC Plaza Area Marshall MN

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
North Risk Partners 2,000,000 / 2,000,000

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary On-Sale Liquor License for SMSU Gold Rush
<b>Background Information:</b>	SMSU will be hosting an event on February 10, 2024, for their Gold Rush Raffle at 1501 State Street.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for SMSU on February 10, 2024.



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**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date of organization	Tax exempt number
Southwest Minnesota State University Foundation		10/17/63	82-13114
Organization Address (No PO Boxes)	City	State	Zip Code
1501 State Street	Marshall	MN	56258
Name of person making application		Business phone	Home phone
Nathan Polfliet		507-537-6288	605-695-5664
Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer	
Saturday, February 10, 2024 (Gold Rush)	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Nathan Polfliet, Executive Director	Marshall	MN	56258
Organization officer's name	City	State	Zip Code
	Marshall	MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.  
RA Facility Parking Lot REC Plaza Area Marshall MN

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
North Risk Partners 2,000,000 / 2,000,000

**APPROVAL**

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival <input type="checkbox"/> Yes <input type="checkbox"/> No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

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**CITY OR COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 07/28/2023 - 08/08/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
0548	ACTION SPORTS INC	07/28/2023	EFT	0.00	45.22	13694
0548	ACTION SPORTS INC	08/04/2023	EFT	0.00	231.03	13755
7319	AFFOLTER, LEROY	08/04/2023	Regular	0.00	180.00	123155
0560	AFSCME COUNCIL 65	07/28/2023	EFT	0.00	1,324.40	13695
6412	AG PLUS COOPERATIVE	07/28/2023	EFT	0.00	1,170.86	13696
6412	AG PLUS COOPERATIVE	08/04/2023	EFT	0.00	268.03	13756
5119	ALL FLAGS, LLC	07/28/2023	EFT	0.00	1,314.07	13697
0578	AMAZON CAPITAL SERVICES	07/28/2023	EFT	0.00	1,944.46	13698
0578	AMAZON CAPITAL SERVICES	08/04/2023	EFT	0.00	791.07	13757
3761	AMERICAN BOTTLING CO.	08/04/2023	Regular	0.00	324.54	123156
5837	ANDERSON, JASON	08/04/2023	EFT	0.00	80.00	13758
0630	ARCTIC GLACIER	07/28/2023	Regular	0.00	511.67	123131
0630	ARCTIC GLACIER	08/04/2023	Regular	0.00	547.84	123157
6883	AT&T MOBILITY II LLC	07/28/2023	Regular	0.00	38.23	123132
0658	AWARDS PLUS, INC.	07/28/2023	EFT	0.00	25.00	13699
5327	BAUMANN, ADAM	08/04/2023	EFT	0.00	30.00	13759
0688	BELLBOY CORPORATION	08/04/2023	EFT	0.00	1,976.24	13760
0689	BEND RITE CUSTOM FABRICATION, INC.	07/28/2023	Regular	0.00	21,900.50	123133
6471	BERGANKDV LTD	07/28/2023	EFT	0.00	3,700.00	13700
0699	BEVERAGE WHOLESALERS, INC.	07/28/2023	Regular	0.00	36,148.30	123134
0699	BEVERAGE WHOLESALERS, INC.	08/04/2023	Regular	0.00	40,193.25	123158
6482	BLOMBERG, GRANT	08/04/2023	EFT	0.00	536.88	13761
0724	BOLTON & MENK INC	07/28/2023	EFT	0.00	682.00	13701
0726	BORCH'S SPORTING GOODS, INC.	07/28/2023	EFT	0.00	555.00	13702
0018	BORDER STATES INDUSTRIES, INC.	08/04/2023	EFT	0.00	229.02	13762
3829	BRAU BROTHERS	07/28/2023	EFT	0.00	274.00	13703
3829	BRAU BROTHERS	08/04/2023	EFT	0.00	278.00	13763
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	07/28/2023	Regular	0.00	2,937.83	123136
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	08/04/2023	Regular	0.00	3,068.38	123160
6539	BREMER BANK CC	08/04/2023	Bank Draft	0.00	1,098.05	DFT0003137
6539	BREMER BANK CC	08/04/2023	Bank Draft	0.00	1,884.51	DFT0003171
3568	BRUNSVOLD, QUENTIN	08/04/2023	EFT	0.00	30.00	13764
6857	BRUSVEN, KATHERINE	08/04/2023	EFT	0.00	30.00	13765
0763	BSN SPORTS LLC	08/04/2023	Regular	0.00	319.96	123162
2431	BUELTEL-MOSENG LAND SURVEYING, INC	07/28/2023	EFT	0.00	270.00	13704
0378	BUYSSE, JASON	08/04/2023	EFT	0.00	30.00	13766
0380	CALLENS, DAVID	08/04/2023	EFT	0.00	30.00	13767
6798	CAMPION, MIKAYLA	07/28/2023	Regular	0.00	426.35	123138
6791	CAPITAL ONE	07/28/2023	Regular	0.00	132.32	123139
6791	CAPITAL ONE	08/04/2023	Regular	0.00	47.13	123163
7164	CARD CONNECT/MERCHANT BANK CD	08/04/2023	Bank Draft	0.00	521.84	DFT0003169
0815	CATTOOR OIL COMPANY, INC	07/28/2023	EFT	0.00	1,757.50	13705
0815	CATTOOR OIL COMPANY, INC	08/04/2023	EFT	0.00	3,230.00	13768
0818	CAUWELS, ROGER	08/04/2023	EFT	0.00	30.00	13769
5733	CLARITY TELECOM, LLC	07/28/2023	EFT	0.00	145.00	13706
0384	COUDRON, DEAN	08/04/2023	EFT	0.00	30.00	13770
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	08/04/2023	Regular	0.00	78.25	123164
0934	D & G EXCAVATING INC	07/28/2023	EFT	0.00	1,110.67	13707
3819	DACOTAH PAPER CO	07/28/2023	EFT	5.39	787.58	13708
3819	DACOTAH PAPER CO	08/04/2023	EFT	0.79	77.85	13771
7102	DAHLHEIMER BEVERAGE	07/28/2023	EFT	0.00	1,017.75	13709
5031	DASH MEDICAL GLOVES, LLC	08/04/2023	EFT	0.00	101.90	13772
7314	DAVID A SWENSON CONSTRUCTION LLC	07/28/2023	Regular	0.00	2,090.50	123140
6472	DEUTZ, LAUREN	08/04/2023	EFT	0.00	80.00	13773

## Council Check Report

Date Range: 07/28/2023 - 08/08/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5731	DOLL DISTRIBUTING LLC	07/28/2023	EFT	0.00	16,043.40	13710
5731	DOLL DISTRIBUTING LLC	08/04/2023	EFT	0.00	18,608.75	13774
1020	DUININCK, INC.	08/04/2023	EFT	0.00	6,311.36	13775
4971	E AND E SWANSON COMPANY, LLC	07/28/2023	EFT	0.00	782.69	13711
6328	ERVASTI, DARRELL	08/04/2023	Regular	0.00	2,123.35	123165
1090	FASTENAL COMPANY	07/28/2023	EFT	0.00	520.23	13712
1090	FASTENAL COMPANY	08/04/2023	EFT	0.00	345.96	13776
4656	FINANCE & COMMERCE	07/28/2023	EFT	0.00	209.30	13713
7073	FIXEN CHIROPRACTIC	07/28/2023	EFT	0.00	100.00	13714
6478	GOPHER STATE ONE CALL	07/28/2023	EFT	0.00	249.75	13715
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	07/28/2023	Regular	0.00	140.00	123141
1201	GRAINGER INC	08/04/2023	EFT	0.00	69.27	13777
6379	GRAPE BEGINNINGS, INC.	07/28/2023	EFT	0.00	633.69	13716
3760	GROWMARK INC.	08/04/2023	EFT	0.00	768.20	13778
1256	HAWKINS INC	07/28/2023	EFT	0.00	13,244.78	13717
5515	HOFFMANN, RYAN	08/04/2023	EFT	0.00	30.00	13779
1325	ICMA RETIREMENT TRUST #300877	08/04/2023	EFT	0.00	50.00	13780
5333	JOHANSSON SALES & SERVICE	08/04/2023	Regular	0.00	1,559.66	123166
1399	JOHNSON BROTHERS LIQUOR COMPANY	07/28/2023	EFT	0.00	12,687.17	13721
1399	JOHNSON BROTHERS LIQUOR COMPANY	08/04/2023	EFT	0.00	13,866.71	13782
2036	JOHNSON BROTHERS LIQUOR COMPANY	07/28/2023	EFT	0.00	10,803.78	13718
2036	JOHNSON BROTHERS LIQUOR COMPANY	08/04/2023	EFT	0.00	15,243.40	13783
2605	JOHNSON BROTHERS LIQUOR COMPANY	07/28/2023	EFT	0.00	2,373.24	13719
2605	JOHNSON BROTHERS LIQUOR COMPANY	08/04/2023	EFT	0.00	465.90	13784
5447	JOHNSON BROTHERS LIQUOR COMPANY	07/28/2023	EFT	0.00	488.80	13720
5447	JOHNSON BROTHERS LIQUOR COMPANY	08/04/2023	EFT	0.00	888.30	13781
5739	KELLEHER, KEVIN J	08/04/2023	EFT	0.00	590.00	13785
7101	KELLY, BENJAMIN	08/04/2023	EFT	0.00	72.00	13786
1417	KENNEDY & GRAVEN, CHARTERED	08/04/2023	EFT	0.00	5,450.00	13787
3564	KESTELOOT ENTERPRISES, INC	07/28/2023	EFT	0.00	35.04	13722
3564	KESTELOOT ENTERPRISES, INC	08/04/2023	EFT	0.00	93.54	13788
5095	KIBBLE EQUIPMENT LLC	08/04/2023	EFT	0.00	1,700.14	13789
0450	KOPITSKI, JASON	08/04/2023	EFT	0.00	30.00	13790
5377	KRUK, CHRISTOPHER	08/04/2023	EFT	0.00	30.00	13791
6629	KURITA AMERICA INC	08/04/2023	EFT	0.00	6,660.00	13792
5138	L & A SYSTEMS, LLC	08/04/2023	EFT	0.00	340.30	13793
1480	LAW ENFORCEMENT LABOR SERVICE INC	07/28/2023	EFT	0.00	1,282.50	13723
1481	LEAGUE OF MINNESOTA CITIES	08/04/2023	Regular	0.00	25.00	123167
6183	LEE, JERRED	08/04/2023	EFT	0.00	30.00	13794
7146	LIFE INSURANCE COMPANY OF NORTH AMERICA	07/28/2023	EFT	0.00	721.32	13724
1508	LOCKWOOD MOTORS INC	08/04/2023	EFT	0.00	845.21	13795
7177	LOUWAGIE, BRANDON MICHAEL	08/04/2023	EFT	0.00	366.10	13796
6323	LUTHER, ERIC	08/04/2023	EFT	0.00	30.00	13797
1531	LYON COUNTY AUDITOR-TREASURER	07/28/2023	EFT	0.00	5,000.00	13725
1552	LYON COUNTY RECORDER	07/28/2023	EFT	0.00	138.00	13726
1565	MACQUEEN EQUIPMENT INC.	08/04/2023	EFT	0.00	1,101.02	13798
1604	MARSHALL AREA CHAMBER OF COMMERCE	08/04/2023	EFT	0.00	400.00	13799
1616	MARSHALL CONVENTION & VISITORS BUREAU	08/04/2023	EFT	0.00	27,648.95	13800
1623	MARSHALL INDEPENDENT, INC	07/28/2023	Regular	0.00	2,013.56	123142
1623	MARSHALL INDEPENDENT, INC	07/28/2023	Regular	0.00	74.00	123144
5813	MARSHALL LUMBER CO	07/28/2023	EFT	0.00	434.23	13727
5813	MARSHALL LUMBER CO	08/04/2023	EFT	0.00	315.54	13801
1631	MARSHALL MACHINE SHOP INC	08/04/2023	EFT	0.00	127.68	13802
1633	MARSHALL MUNICIPAL UTILITIES	07/28/2023	EFT	0.00	2,122.17	13728
1633	MARSHALL MUNICIPAL UTILITIES	08/04/2023	EFT	0.00	2,020.25	13803
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	07/28/2023	EFT	0.00	109.12	13729
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	08/04/2023	EFT	3.52	196.90	13804
1637	MARSHALL PUBLIC SCHOOLS	07/28/2023	EFT	0.00	28,976.33	13730
1649	MARSHALL TRUCK SALVAGE INC.	07/28/2023	Regular	0.00	16.31	123145
0460	MARSHALL, JAMES	08/04/2023	EFT	0.00	80.00	13805
6025	MELLENTHIN, CODY	08/04/2023	EFT	0.00	30.00	13806

## Council Check Report

Date Range: 07/28/2023 - 08/08/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4980	MENARDS INC	07/28/2023	EFT	0.00	679.43	13731
4980	MENARDS INC	08/04/2023	EFT	0.00	194.47	13807
1704	MESERB	07/28/2023	Regular	0.00	4,828.00	123146
3971	MEULEBROECK, ANDY	08/04/2023	EFT	0.00	30.00	13808
7320	MIDWEST PLAYSCAPES	08/04/2023	Regular	0.00	1,374.81	123168
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	07/28/2023	EFT	0.00	75.00	13732
1839	MINNESOTA VALLEY TESTING LABS INC	07/28/2023	EFT	0.00	229.60	13733
1757	MN CHILD SUPPORT PAYMENT CENTER	08/04/2023	Bank Draft	0.00	386.70	DFT0003153
1757	MN CHILD SUPPORT PAYMENT CENTER	08/04/2023	Bank Draft	0.00	170.74	DFT0003154
1757	MN CHILD SUPPORT PAYMENT CENTER	08/04/2023	Bank Draft	0.00	450.39	DFT0003155
6304	MN MANAGEMENT & BUDGET	08/04/2023	Regular	0.00	55.50	123169
6422	MN STATE LOTTERY	08/04/2023	Bank Draft	0.00	109.23	DFT0003138
6955	MOBERG, E.J.	08/04/2023	EFT	0.00	80.00	13809
1887	MTI DISTRIBUTING INC	07/28/2023	EFT	0.00	150.12	13734
1887	MTI DISTRIBUTING INC	08/04/2023	EFT	0.00	103.22	13810
1894	MURRAY'S AUTO GLASS	07/28/2023	Regular	0.00	195.00	123147
2512	NATIONWIDE RETIREMENT	08/04/2023	Bank Draft	0.00	325.00	DFT0003139
2512	NATIONWIDE RETIREMENT	08/04/2023	Bank Draft	0.00	1,286.62	DFT0003140
2512	NATIONWIDE RETIREMENT	08/04/2023	Bank Draft	0.00	100.00	DFT0003149
1923	NCPERS MN GROUP LIFE INS.	07/28/2023	EFT	0.00	224.00	13735
1945	NORM'S GTC	07/28/2023	Regular	0.00	238.35	123148
1945	NORM'S GTC	08/04/2023	Regular	0.00	233.86	123170
1946	NORTH CENTRAL LABS	07/28/2023	EFT	0.00	299.20	13736
7166	NORTHAMERICAN BANCARD/EPX	08/04/2023	Bank Draft	0.00	11,853.84	DFT0003136
4566	NSI SOLUTIONS	08/04/2023	EFT	0.00	550.00	13811
5891	ONE OFFICE SOLUTION	08/04/2023	EFT	0.00	140.15	13812
3809	O'REILLY AUTOMOTIVE STORES, INC	08/04/2023	EFT	0.00	12.60	13813
1243	PATZERS INC	08/04/2023	EFT	0.00	45.42	13814
2019	PAUSTIS WINE COMPANY	08/04/2023	EFT	0.00	1,366.84	13815
7163	PAYLIDIFY/MERCHANT BANK	08/04/2023	Bank Draft	0.00	72.34	DFT0003166
7163	PAYLIDIFY/MERCHANT BANK	08/04/2023	Bank Draft	0.00	504.43	DFT0003170
5707	PAYPAL INC	08/04/2023	Bank Draft	0.00	53.35	DFT0003167
7315	PEMBERTON LAW P.L.L.P.	07/28/2023	Regular	0.00	8,000.00	123149
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	07/28/2023	EFT	0.00	149.50	13737
2044	PITNEY BOWES INC	08/04/2023	Bank Draft	0.00	200.00	DFT0003172
2049	PLUNKETTS PEST CONTROL INC	08/04/2023	EFT	0.00	578.78	13816
2064	POWERPLAN	08/04/2023	Regular	0.00	1,152.25	123171
0477	PRZYBILLA, SCOTT	08/04/2023	EFT	0.00	30.00	13817
2096	QUARNSTROM & DOERING, PA	08/04/2023	EFT	0.00	8,184.71	13818
2112	R AND G CONSTRUCTION COMPANY	07/28/2023	EFT	0.00	140,424.10	13738
4092	REGENTS OF THE UNIVERSITY OF MINNESOTA	08/04/2023	Regular	0.00	450.00	123172
7318	RHINO SPORTS & LEISURE, LLC	07/28/2023	Regular	0.00	1,411.00	123150
4826	RIEKE, BENJAMIN	08/04/2023	EFT	0.00	30.00	13819
0707	ROADSIDE DEVELOPERS INC	07/28/2023	Regular	0.00	498.24	123151
0481	ROKEH, JASON	08/04/2023	EFT	0.00	30.00	13820
2201	RUNNING SUPPLY, INC	07/28/2023	EFT	0.00	100.99	13739
2201	RUNNING SUPPLY, INC	08/04/2023	EFT	0.00	198.53	13821
5556	SANDGREN, KAYLYNN	08/04/2023	EFT	0.00	30.00	13822
7316	SCHULTZ, GENE	07/28/2023	Regular	0.00	40.00	123152
2244	SCHWANS SALES ENTERPRISES	07/28/2023	Regular	0.00	322.41	123153
2244	SCHWANS SALES ENTERPRISES	08/04/2023	Regular	0.00	912.39	123173
6251	SHRED RIGHT	08/04/2023	EFT	0.00	40.00	13823
6928	SIGN SOLUTIONS USA, LLC	08/04/2023	EFT	0.00	2,552.69	13824
6963	SLEEPY EYE BREWING COMPANY LLC	07/28/2023	EFT	0.00	166.80	13740
3495	SMSU	07/28/2023	EFT	0.00	1,950.00	13741
4855	SOUTHERN GLAZER'S	07/28/2023	EFT	0.00	10,877.89	13742
4855	SOUTHERN GLAZER'S	08/04/2023	EFT	0.00	10,307.06	13825
5922	SRF CONSULTING GROUP, INC.	07/28/2023	EFT	0.00	5,344.17	13743
0491	ST AUBIN, GREGORY	08/04/2023	EFT	0.00	30.00	13826
5823	STAN MORGAN & ASSOCIATES, INC	08/04/2023	Regular	0.00	34,360.00	123174
3808	STELTER, GEOFFREY	08/04/2023	EFT	0.00	30.00	13827

## Council Check Report

Date Range: 07/28/2023 - 08/08/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4134	STENSRUD, PRESTON	08/04/2023	EFT	0.00	30.00	13828
6706	SUN LIFE FINANCIAL	07/28/2023	EFT	0.00	1,621.34	13744
6427	SWALBOSKI, BRIAN	08/04/2023	EFT	0.00	470.37	13829
0495	SWANSON, GREGG	08/04/2023	EFT	0.00	30.00	13830
4338	THERMAL PROCESSING SYSTEMS, INC	07/28/2023	EFT	0.00	962.35	13746
2428	TITAN MACHINERY	08/04/2023	EFT	0.00	364.00	13831
2429	TKDA	07/28/2023	EFT	0.00	1,322.91	13747
7184	TRANSAX	08/04/2023	Bank Draft	0.00	30.20	DFT0003168
6786	TRUCK CENTER COMPANIES EAST LLC	07/28/2023	EFT	0.00	3,790.94	13748
6786	TRUCK CENTER COMPANIES EAST LLC	08/04/2023	EFT	0.00	22.68	13832
6156	TRUE BRANDS	07/28/2023	EFT	0.00	269.92	13749
3342	TRUEDSON, SCOTT	08/04/2023	EFT	0.00	30.00	13833
5106	ULINE	07/28/2023	EFT	0.00	241.42	13750
4402	UPS	08/04/2023	Regular	0.00	24.57	123175
2499	US BANK	08/04/2023	EFT	0.00	2,700.00	13834
3443	VALIC DEFERRED COMP	08/04/2023	Bank Draft	0.00	909.61	DFT0003150
3443	VALIC DEFERRED COMP	08/04/2023	Bank Draft	0.00	1,176.92	DFT0003151
0512	VANLEEUWE, SARA J.	08/04/2023	EFT	0.00	70.00	13835
4489	VERIZON WIRELESS	07/28/2023	EFT	0.00	440.11	13751
6113	VERSA-VEND VENDING INC	08/04/2023	EFT	0.00	274.00	13836
2538	VIKING COCA COLA BOTTLING CO.	07/28/2023	EFT	0.00	379.70	13752
2538	VIKING COCA COLA BOTTLING CO.	08/04/2023	EFT	0.00	1,149.95	13837
4594	VINOCOPIA INC	07/28/2023	EFT	0.00	1,846.25	13753
6085	VOYA - INVESTORS CHOICE	08/04/2023	Bank Draft	0.00	2,365.74	DFT0003160
5961	WAYNE'S TRACTOR REPAIR	08/04/2023	Regular	0.00	256.98	123176
7317	WILLIAMS, JEREMY	07/28/2023	Regular	0.00	55.00	123154
2632	ZIEGLER INC	07/28/2023	EFT	0.00	70.45	13754
2632	ZIEGLER INC	08/04/2023	EFT	0.00	363.75	13838

## Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	41	0.00	169,305.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	19	19	0.00	23,499.51
EFT's	274	144	9.70	427,659.96
	<b>380</b>	<b>204</b>	<b>9.70</b>	<b>620,464.76</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	41	0.00	169,305.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	19	19	0.00	23,499.51
EFT's	274	144	9.70	427,659.96
	<b>380</b>	<b>204</b>	<b>9.70</b>	<b>620,464.76</b>

## Fund Summary

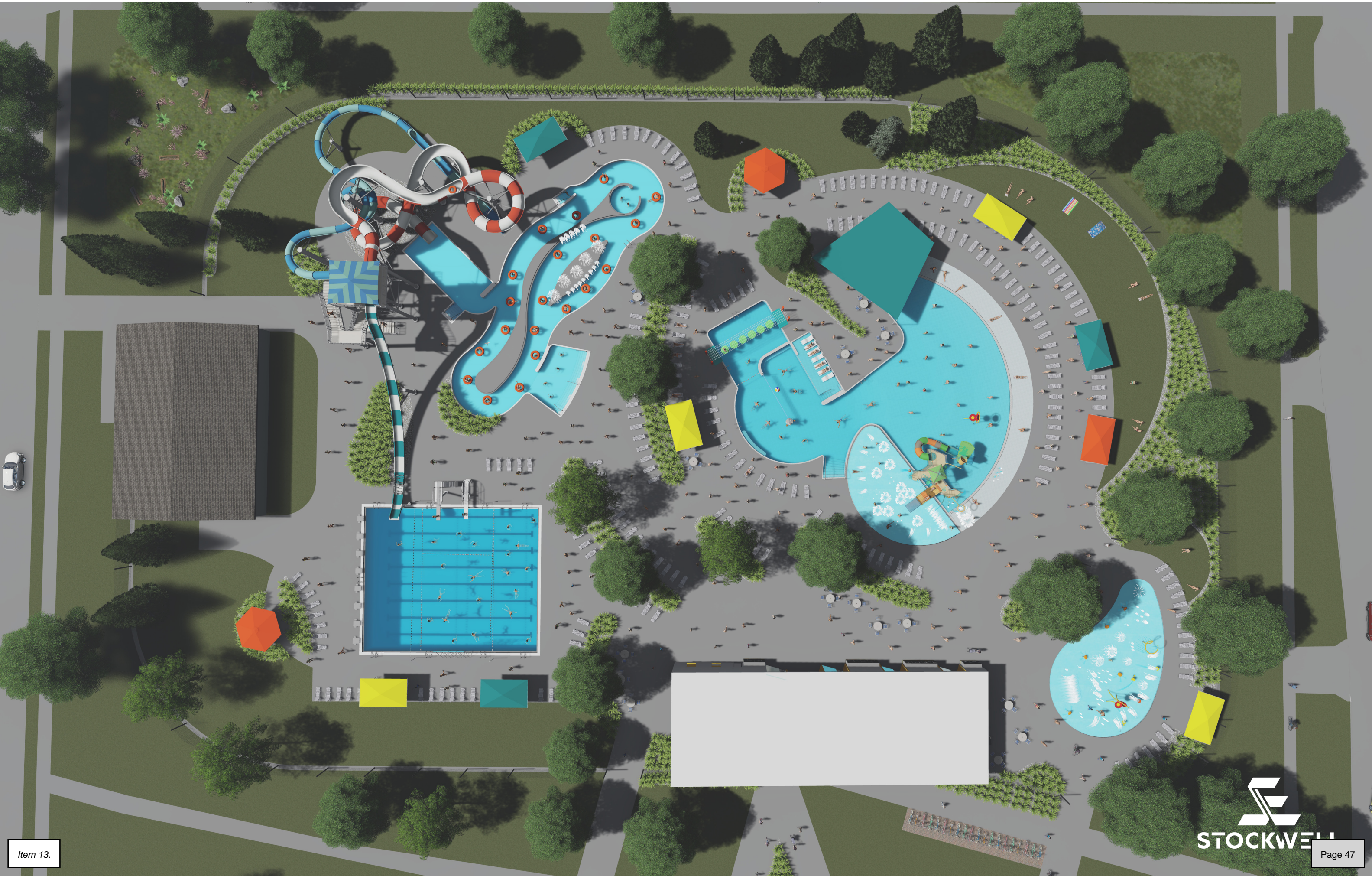
Fund	Name	Period	Amount
999	POOLED CASH FUND	7/2023	366,712.81
999	POOLED CASH FUND	8/2023	253,751.95
			<b>620,464.76</b>

**CITY OF MARSHALL, MINNESOTA**  
**PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**  
**8/8/2023**

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	2023 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies		5,030,200.00								
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	749,360.00	1,142,009.72	3,039,722.04	2,661,221.96				11,822.00	-	100.00%
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc		27,473.66			1,068,756.45	42,723.29		11,227.07	46,776.57	96.00%
ST-002	495-43300-55170	3/14/2023	Bituminous Overlay on Various City Streets	Duininck, Inc	15,028.32	495,278.67			376,682.76	118,595.91		-	-	100.00%
ST-008	401-43300-55170	3/14/2023	Channel Parkway Pavement Replacement	Duininck, Inc		887,990.20				23,472.60		1,235.40	863,282.20	2.78%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.		1,374,151.96							1,374,151.96	0.00%
SWM-002	630-49600-55170	3/14/2023	Legion Field Road Stormwater Study: Phase 2	Towne & Country Excavating LLC	10,979.95	3,845,497.31				1,160,810.96	140,424.10	68,486.06	2,486,756.14	35.52%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.		703,749.60							703,749.60	0.00%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport		171,642.00							171,642.00	0.00%
ST-032	481-43300-53425	7/11/2023	L2,BLK1, Schwans Corp I Addition Prkng Lot Improv	D & G Excavating, Inc.		75,000.00			51,540.63				23,459.37	68.72%
						221,243.20							221,243.20	0.00%
						13,931,734.34	802,841.93	14,734,576.27	3,039,722.04	2,661,221.96	1,563,773.84	140,424.10	92,770.53	5,891,061.04

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Sharon Hanson, David Locke-Stockwell, Jon Brown-Stockwell
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Aquatic Center Contract Amendment-Design Documents, Construction Documents, Bidding, Construction Administration and Staking
<b>Background Information:</b>	This Contract Amendment would bring the city all the way through the end of the project to the ribbon cutting.
<b>Fiscal Impact:</b>	\$1,989,300.00 and costs to date, would be part of the total project costs if voter approved followed by bond issuance. If approved, funds would need to be committed prior to November 7, 2023 election results.
<b>Alternative/ Variations:</b>	<p>The city could consider to wait until November 7, 2023 election results. This would mean that design would be delayed and would for certain put the construction completion date into 2026 not 2025 as originally planned.</p> <p>Stockwell and staff have been discussing competitive bidding. Having 2025 and 2026 completion dates as part of the bidding process (2026 as an alternate) may be advantageous for the city in order to secure the most competitive bid. In order to consider this option, design would need be started.</p>
<b>Recommendations:</b>	Approve the Contract Amendment in the amount of \$1,989,300.00 and with a projected commitment until the end of December 31, 2023.

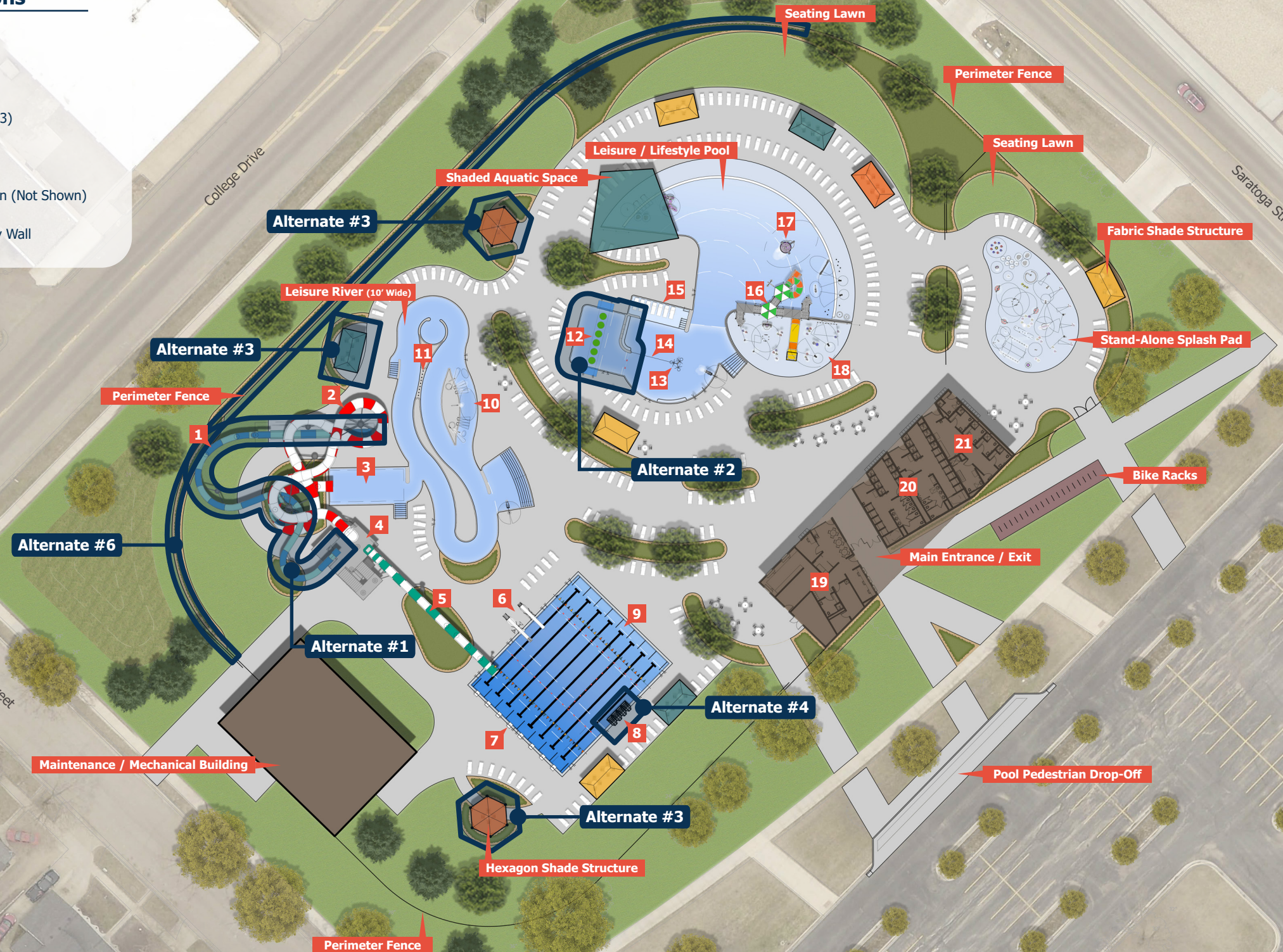




Scale: 1"=60'

### Aquatic Center Alternate Options

-  **Alternate #1** - Enclosed Body Slide
-  **Alternate #2** - Lily Pad Water Walk
-  **Alternate #3** - Private Shade Structures (3)
-  **Alternate #4** - Pool Climbing Walls
-  **Alternate #5** - Existing Facility Demolition (Not Shown)
-  **Alternate #6** - Pre-Cast Concrete Privacy Wall



### Site Elements Legend

- 1** Enclosed Body Slide
- 2** Open / Enclosed Tube Slide
- 3** Tube Slide Landing Area
- 4** Waterslide Platform (35' Tall)
- 5** Flytyme Ramp Slide
- 6** Diving Boards (2)
- 7** Starting Platforms (8)
- 8** Pool Climbing Wall (4)
- 9** Multi-Purpose Lap Pool (8 Lanes)
- 10** River Action Channel
- 11** Water Hedge
- 12** Lily Pad Water Walk
- 13** Water Basketball Hoops (3)
- 14** Water Volleyball
- 15** Sun Shelf
- 16** Activity Tower
- 17** Dumping Water Bucket
- 18** Leisure / Lifestyle Splash Pad
- 19** Administration Space
- 20** Restrooms
- 21** Family Changing Space

## Marshall Aquatic Center

Item 13.

Aquatic Center Alternate Options | Marshall, MN

## Cost Estimate - Base Bid (SD Set)

ITEM NO.	ITEM	PRICE
General Items		\$439,368.68
Traffic Control		\$22,000.00
Erosion Control		\$34,479.06
Removals & Grading		\$414,192.35
Misc Utility Items		\$170,500.00
Sanitary Sewer		\$44,396.00
Water Main		\$32,153.00
Drainage		\$508,583.35
Surfacing		\$933,900.28
Landscape Items		\$365,678.50
Special Items		\$324,720.00
Aquatics		\$8,930,486.40
Building Structures		\$4,377,600.00

Total Estimated Construction Costs \$16,598,057.61

Owner Furnished Items (deck furniture, safety equipment, floatables, etc.)	Allow	1	\$200,000.00	\$200,000.00
Concessions Equipment (minimal heat & serve equip, NO grill or frying)	Allow	1	\$60,000.00	\$60,000.00
Geotechnical & Testing	Allow	1	\$102,652.50	\$102,652.50
Design/Construction Administration/Staking Fees	Allow	1	\$1,989,300.00	\$1,989,300.00

TOTAL BASE BID PROJECT COSTS \$18,950,010.11

## Cost Estimate - Alternates (SD Set)

ITEM NO.	ITEM	PRICE
A1	Body Slide Flume	\$96,900.00
A2	Lily Pad Water Walk	\$324,900.00
A3	Shade Structures	\$75,240.00
A4	Climbing Walls & Wibit	\$108,300.00
A5	Demolition of Existing Facility	\$228,000.00
A6	Hwy 19 Pre-cast/Masonry Privacy Wall	\$638,400.00

TOTAL ADD ALTERNATE PROJECT COSTS \$1,471,740.00

## AGREEMENT FOR PROFESSIONAL SERVICES

**Project:** Marshall Aquatics Center – Ph. 1

**Stockwell Project No.:** 21045

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 4<sup>th</sup> day of March, 2021, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF MARSHALL**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

**CLIENT:** City of Marshall

**Address:** 344 W Main Street | Marshall, MN 56258

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**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached *Proposal for Professional Services* dated March 4, 2021. In general, the Project consists of survey, predesign and schematic design services for the new Marshall Aquatics Center based on approved July 2019 concept plan prepared by others.

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**Compensation:** In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

**Basic Compensation:** Lump sum \$193,200.00 excluding sales tax

**Additional Services Multiplier:** 1.0 times the expense incurred by the Engineer

**Reimbursable Expense Multiplier:** 1.0 times the expense incurred by the Engineer

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The attached Proposal for Professional Services and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT: CITY OF MARSHALL**

Signed: Sharon Hanson

Name (printed): Sharon Hanson

Title: City Administrator

Date: 5/13/2021

**STOCKWELL ENGINEERS, INC.**

Signed: Jon Brown

Name (printed): Jon Brown, P.E.

Title: President

Date: 5/14/21

# Proposal for Professional Services

City of Marshall  
Marshall Aquatics Center – Phase I



21045 | SEI No.  
Marshall Aquatics Center Study Site Plan | Encl  
Survey Limits

May 12, 2021

Mr. Scott VanDerMillen  
City of Marshall  
344 W Main Street  
Marshall, MN 56258  
[Scott.VanDerMillen@ci.marshall.mn.us](mailto:Scott.VanDerMillen@ci.marshall.mn.us)

Re: Proposal for Professional Services  
Marshall Aquatics Center – Phase I

Dear Mr. VanDerMillen,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for the Marshall Aquatics Center – Phase I (the "Project"). Stockwell's services will be provided in the manner described in this Proposal. The **City of Marshall** is referred to as the "Client."

## Acknowledgments

**Client:** City of Marshall

**Project:** Marshall Aquatics Center – Phase I

**Description:** In general, the Project consists of survey, predesign and schematic design services for the new Marshall Aquatics Center based on approved July 2019 concept plan prepared by others. Project limits shall be as identified in the attached illustration.

## Scope of Basic Services

The following is a scope of work meant to describe services to be provided to the Client for the abovementioned project. Work listed below will be completed by Stockwell Engineers, Inc. (Stockwell) unless otherwise stated. Work not explicitly listed shall be considered an additional service. The scope is organized into the following tasks.

### Task 1 | Project Establishment

- 1.1 Coordinate and conduct project kickoff meeting with Client's staff.
- 1.2 Review all background information made available to Stockwell by Client.
- 1.3 Establish list of Stakeholders.

# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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- 1.4 Coordinate and conduct project coordination meetings with Client's steering committee estimated on monthly basis (estimate 6 meetings).
- 1.5 Public Information Gathering.
  - 1.5.1 Schedule and conduct individual stakeholder group meetings over a 2-day period. Client to assist with determining which groups will be included in the meetings. Stockwell will prepare a presentation for the meetings. Meeting topics to include:
    - Aquatic programming exercise.
    - Discuss aquatic goals, activities and programming.
  - 1.5.2 Facilitate one (1) public meeting for the purpose of gathering information.
    - Conduct aquatic programming exercise to generate ideas for aquatic facility improvements.
    - Discuss community desired aquatic elements and ideas.
    - Provide information regarding project progress and timeline.
- 1.6 Develop aquatic program consisting of prioritized aquatic goals, objectives and intended activities and uses of the aquatic spaces and features.

## Task 2 | Survey

- 2.1 Notify affected property owners of pending survey.
- 2.2 Request permission to survey on private property. Where denied, Client shall negotiate and provide Site.
- 2.3 Research existing easements and plats of record at county courthouse for properties within and adjacent to the project. Client to provide title search if necessary.
- 2.4 Locate existing boundary markers at the time of the survey.
- 2.5 Establish benchmarks and control points throughout site.
- 2.6 Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
- 2.7 Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
- 2.8 Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.

## Task 3 | Schematic Design

- 3.1 Coordinate with existing Client contracted geotechnical or other exploratory service. Client to contract services separately and provide report to be included in Stockwell's construction documents. Stockwell is not responsible for any impact on Client's Project caused by subsurface conditions. Stockwell is entitled to rely on the accuracy of information and services provided by Client's agents.
- 3.2 Recommend location and extent of exploratory services necessary for the Project.

# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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- 3.3 Aquatic mechanical and details review.
- 3.4 Confirm project goals and requirements and develop spatial relationships of the Project components.
  - 3.4.1 Pool with zero depth entry, play structure and features, one water slide and climbing wall.
  - 3.4.2 Splash pad with interactive play features.
  - 3.4.3 25Y x 4-lane multipurpose, lap and program pool with diving well.
  - 3.4.4 Shade structures.
  - 3.4.5 Bathhouse (4,600 SF).
  - 3.4.6 Outdoor concession area.
  - 3.4.7 Mechanical building (1,900 SF).
  - 3.4.8 Park picnic shelters.
  - 3.4.9 Parking lot adjustments.
  - 3.4.10 Adjustment to surrounding impacted park features (i.e. pathways).
  - 3.4.11 Bicycle parking area.
- 3.5 Develop preliminary opinion of estimated construction costs for the Project.
- 3.6 Submit electronic pdf copy of schematic design (35%) documents (plans, sections and narrative) to Client for review.
  - 3.6.1 Pool sub-consultant to select preliminary mechanical equipment and develop layout.
  - 3.6.2 Architect sub-consultant to prepare conceptual plans and renderings for bathhouse and pool mechanical building.
- 3.7 Attend with Client schematic design submittal review meeting.
- 3.8 Coordinate and conduct public meeting. Prepare informative exhibits and presentations as necessary.
- 3.9 Present schematic design to City Council.

[Deliverables: Schematic design documents; and cost estimates.](#)

## Additional Services

A non-comprehensive outline of additional services and exclusions from Stockwell's proposal are listed below. If authorized in writing by Client, Stockwell will furnish additional services over and above the amount set forth by this agreement. Compensation for additional services will be at Stockwell's current hourly rates or otherwise as mutually agreed upon by both parties.

- Geotechnical or other exploratory services.
- Private utility locate.
- Title search of properties.
- Review or filing fees.
- Referendum guidance.
- Phase 2 – Design Development, Construction Documents, Bidding
  - estimated \$360,000.00 ± TBD (*This fee is an estimate only and will be determined at a later date based on the construction budget, currently estimated at \$6.9M*)

# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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- Phase 3 – Construction Administration
  - estimated \$103,000.00 ± TBD (This fee is an estimate only and will be determined at a later date based on the construction budget, currently estimated at \$6.9M)

## Additional Scope of Work

### Phase 2 | Design Development

- 1.1 Layout and design the site improvements based on Client approved schematic plan.
- 1.2 Design improvements in coordination with Client's staff.
- 1.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 1.4 Design sanitary sewer and water services with project limits to Client's standards.
- 1.5 Design drainage facilities to intercept and convey runoff in conformance with Client's standards. Identify watershed boundaries based on best available contour data for the area. Determine runoff potential for minor and major storm events. Evaluate flood conditions and inundation levels.
- 1.6 Layout site dimensionally to satisfy parking needs and traffic movement in compliance with minimum requirements of the Client. Coordinate parking lot design with drainage facilities. Design pavements in conformance with Client's standards. Client's geotechnical firm to perform California Bearing Ratio (CBR) evaluation of existing site and provide recommendations to Stockwell.
- 1.7 Design project to comply with the Americans with Disabilities Act (ADA). Notify Client of conditions which prevent or limit compliance with the ADA. Client to provide Stockwell guidance for proceeding or variances from the ADA.
- 1.8 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 1.9 Design landscape features including irrigation complying with Client's minimum design requirements and/or standards.
- 1.10 Design aquatic areas and systems by pool sub-consultant.
- 1.11 Design bathhouse and mechanical building by architect sub-consultant.
- 1.12 Design site lighting by electrical engineer sub-consultant.
- 1.13 Design PA system. Client to provide IT/control access vendor to assist with design.
- 1.14 Determine removal limits for the Project site.
- 1.15 Prepare Project plan submittal documents.
- 1.16 If applicable, coordinate and conduct meetings with public and private utility companies.
- 1.17 If applicable, prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 1.18 Submit electronic pdf copy of design development (65%) documents to Client for review.
- 1.19 Attend with Client schematic design submittal review meeting.
- 1.20 Update preliminary opinion of estimated construction costs for the Project.

### Phase 2 | Construction Documents

- 1.1 Finalize design.

ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING

# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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- 1.2 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site, and will be suitable for review by permitting agencies with jurisdiction over the project.
- 1.3 Perform Internal Quality Assurance Procedures
- 1.4 Submit three copies of construction (95%) documents and Stockwell's opinion of probable construction costs to Client for review.
- 1.5 Address comments to review documents and incorporate into final deliverables.
- 1.6 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction costs and three paper copies of final construction documents for bidding purposes.
- 1.7 Present final design at City Council meeting.

## Phase 2 | Bidding

- 1.8 Provide bidding documents to prospective bidders.
- 1.9 Maintain a list of plan holders.
- 1.10 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 1.11 Attend the bid opening.
- 1.12 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.

## Phase 3 | Construction Administration

- 1.1 Prepare construction agreement and submit to Contractor for signature.
- 1.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 1.3 Prepare Contractor's notice to proceed.
- 1.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 1.5 Coordinate with Client's geotechnical engineer for material testing services. Material testing agent will be hired directly by Client. Client is responsible for paying the cost of material testing. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its testing firm.
- 1.6 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 1.7 Coordinate and conduct one public meeting. Prepare informative exhibits and presentations as necessary.
- 1.8 Review and make comment on shop drawings or other product submittals from contractor
- 1.9 Conduct biweekly site visits to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to

# Proposal for Professional Services

City of Marshall

Marshall Aquatics Center – Phase I

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Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.

- 1.10 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 1.11 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 1.12 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 1.13 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 1.14 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 1.15 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in additional effort by Stockwell shall be considered an additional service.
- 1.16 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.

## Compensation

Compensation for services provided by Stockwell pursuant to this Phase 1 Project Proposal will be on a **lump sum basis, in an amount of \$193,200.00 excluding sales or excise tax**. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

Where compensation for Basic Services through Lump Sum method of payment is specified, Client shall pay Stockwell for Basic Services as follows:

- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the Lump Sum, Stockwell is also entitled to reimbursement from Client for Reimbursable Expenses. The portion of the Lump Sum amount billed for Stockwell's services will be based upon Stockwell's estimate of the percentage of the total services actually completed during the billing period. Stockwell may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total Lump Sum amount unless approved in writing by the Client.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.  
President

ENGINEERING / LANDSCAPE ARCHITECTURE / SURVEYING

# CONCEPT PLANS

## Site



Re-striped parking area and one-way, vehicle circulation path



Bath house including concessions, office and changing areas.



Splash pad with water play features and no standing water



Outdoor seating area for concessions, within view of aquatics area



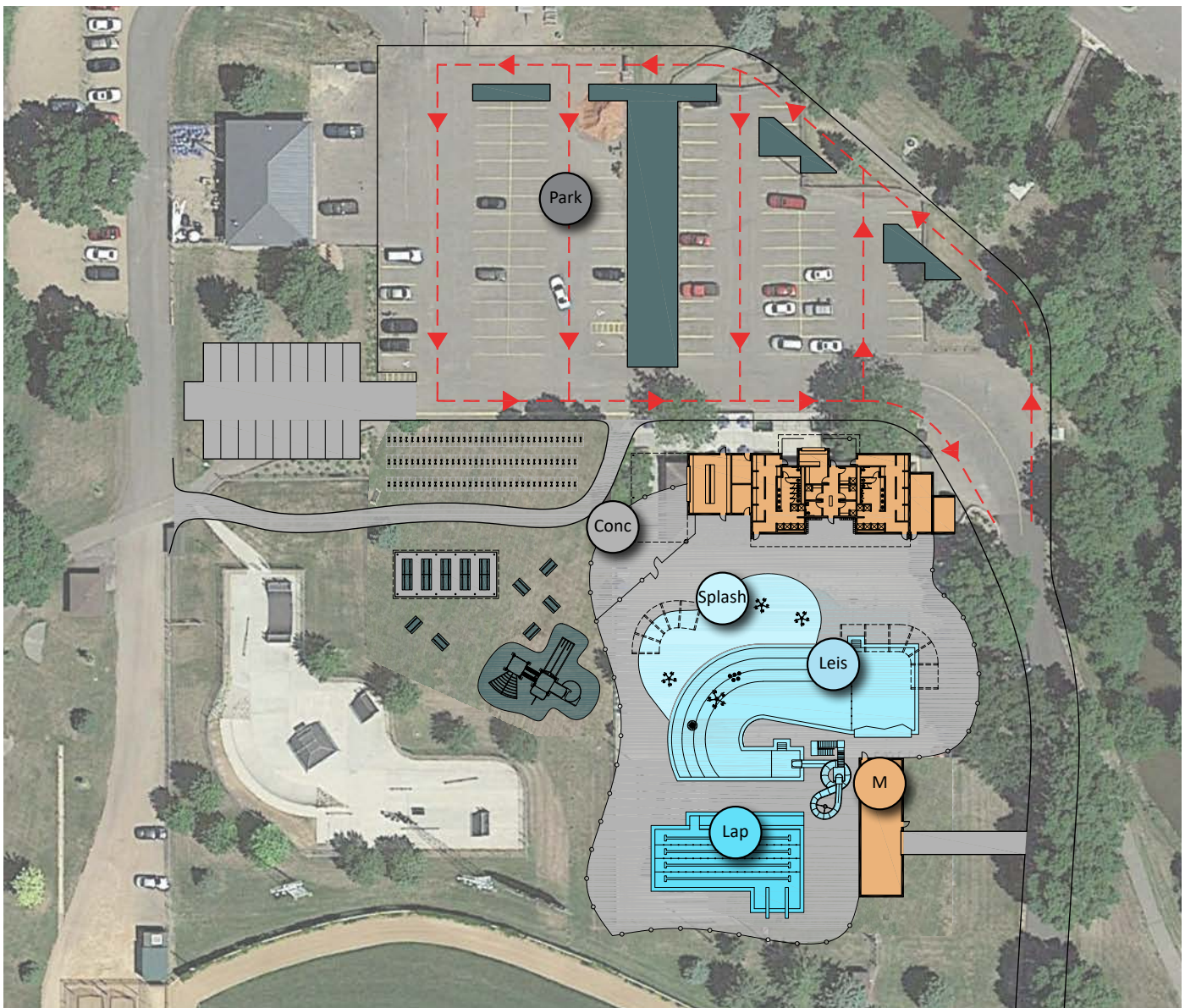
Pool equipment and mechanical space



Leisure pool with zero-depth beach entry, water play features, water slide and climbing wall



Lap pool (4-lanes) with diving well (3-meter and 1-meter boards)



Site plan of recommended aquatics center



21045 - survey limits.dwg



Not to Scale

## STANDARD TERMS AND CONDITIONS

### A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

### B. Fees and Payment.

**1.0 Invoices.** Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; and (2) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

**2.0 Payment Due.** Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice.

**3.0 Failure to Pay.** Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

**4.0 Interest on Late Payments.** In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

### C. Owner's Responsibilities.

**1.0 Client to Provide Information.** Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

**2.0 Client to Provide Contractors.** Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

**3.0 Client to Provide Representative.** Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

**4.0 Client to Provide Notice.** Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

### D. Miscellaneous Provisions.

#### 1.0 Insurance/Indemnification/Risk Allocation

**1.1 Insurance/Limitation of Stockwell's Liability.** Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite

and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

**1.2 Professional Liability.** Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, caused by the negligence of Stockwell.

**1.3 Hazardous Materials – Indemnification by Client.** Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, whether sudden or not.

**1.4 No Governmental Action Liability.** Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

**1.5 Warranty.** Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

**2.0 Documents.** Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

**2.2 Environmental.** Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 *et seq.*, as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

**3.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project

construction costs will not vary from Stockwell's opinion of probable construction costs.

- 4.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 5.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**  
**9.1 Client's Default.** If Client breaches any of the terms of this Agreement, Stockwell, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.  
**9.2 Stockwell's Default.** If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of Minnesota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Lyon County District Court, Marshall, Minnesota, and may not be removed to federal district court, nor may venue be changed to any other District court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.
- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

# AMENDMENT TO AGREEMENT

**Project:** Marshall Aquatics Center – Phase 1

**Stockwell Project No.:** 21045

This is an Amendment to the Agreement for Professional Services (hereinafter "Agreement") dated May 21, 2021, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF MARSHALL**, (hereinafter "Client"), for the above-mentioned project. Revisions to the Agreement are as described below.

**Client** City of Marshall  
344 W Main Street  
Marshall, MN 56258

**Amendment No. 1**

**Attachments:** Agreement Amendment

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached correspondence dated January 27, 2023.

**Compensation:** In consideration of the change in Work, compensation shall be amended as follows:

Original Agreement Amount:	\$193,200.00
Net Previous Amendments (None):	\$0.00
Current Agreement Amount:	\$193,200.00
<b>Change this Amendment:</b>	<b>\$29,800.00</b>
New Agreement Amount:	\$223,000.00

Client and Stockwell hereby amend the Agreement as set forth within. In all other respects, the original Agreement is to remain unchanged and in full force between the undersigned.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

**CLIENT**

Signed: [Signature]  
Name (printed): Sharon Hanson  
Title: City Administrator  
Date: 3/1/23

**STOCKWELL ENGINEERS, INC.**

Signed: [Signature]  
Name (printed): Jon Brown, P.E.  
Title: President  
Date: 4-21-23

## Agreement Amendment

City of Marshall  
Marshall Aquatics Center – Phase 1

21045| SEI No.  
Amendment/Survey Limits| Encl

January 27, 2023

Ms. Sharon Hanson  
City of Marshall  
344 W Main Street  
Marshall, MN 56258  
[Sharon.Hanson@ci.marshall.mn.us](mailto:Sharon.Hanson@ci.marshall.mn.us)

Re: Marshall Aquatics Center – Phase 1

Dear Sharon,

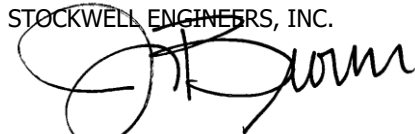
Please accept this letter and scope of work/fee proposal as a request for a services agreement amendment. Per your request, Stockwell will provide the following services:

- Survey new project location as illustrated on attached exhibit.
  - Locate existing boundary markers at the time of the survey.
  - Establish benchmarks and control points throughout site.
  - Locate all existing above ground features within the established survey limits. Take a sufficient frequency of elevation shots to establish reasonable accuracy for contours to be shown on a one foot interval. Provide building floor elevations available at the time of survey through existing exterior doorways made available by Client and/or Owner, as necessary.
  - Show utilities, above and below ground, located in the field at the time of the survey by the utility companies, Client or other authorized agents of utility companies. Stockwell will contact appropriate One Call System, if available, to arrange for the location of utilities at the time of survey.
  - Prepare topographic survey utilizing AutoCAD Civil 3D for use in development of plan documents.
- Develop (2) additional site and aquatics concepts for two alternate sites with cost estimates.
  - Develop perspective renderings of design for meetings.
- Conduct project kick-off meeting for new concept and new project location with steering committee.
  - Review concept at new site.
  - Re-affirm project goals and cost estimates.
  - Discuss project timeline.
- Address Client comments for final concept plan and cost estimate.

If you have any questions, please contact our office.

Sincerely,

STOCKWELL ENGINEERS, INC.



Jon Brown, P.E.  
President



No to Scale

W College Drive

E Saratoga Street

Greenly Street

File Location: S:\Projects\2021\21045 - Marshall Aquatics Center (Marshall MN)\Exhibits\Working Files\CAD Files\21045 - survey limits.dwg \ Plot Date: 7/28/2022 2:45 PM

## Amendment/Survey Limits

Item 13.

Aquatics Center



7/28/2022 SEI#21045

**MARSHALL**

Page 63

## AMENDMENT TO AGREEMENT

**Project:** Marshall Aquatic Center – Phase 1

**Stockwell Project No.:** 21045

This is an Amendment to the Agreement for Professional Services (hereinafter "Agreement") dated May 21, 2021, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF MARSHALL**, (hereinafter "Client"), for the above-mentioned project. Revisions to the Agreement are as described below.

**Client** City of Marshall  
344 W Main Street  
Marshall, MN 56258

**Amendment No. 2**

**Attachments:** Agreement Amendment

**Scope of Services:** Client hereby agrees to retain Engineer to perform the Services as outlined in the attached correspondence dated July 26, 2023.

**Compensation:** In consideration of the change in Work, compensation shall be amended as follows:

Original Agreement Amount:	\$193,200.00
Net Previous Amendments (No. 1 thru 1):	\$29,800.00
Current Agreement Amount:	\$223,000.00
<i>Amendment Change (Phase 4 thru 6) (Lump Sum):</i>	<i>\$1,119,300.00</i>
<i>Amendment Change (Phase 7 thru 8) (Hourly Time &amp; Materials not to Exceed):</i>	<i>\$870,000.00</i>
<b>Total Change this Amendment:</b>	<b>\$1,989,300.00</b>
New Agreement Amount:	\$2,212,300.00

Client and Stockwell hereby amend the Agreement as set forth within. In all other respects, the original Agreement is to remain unchanged and in full force between the undersigned.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

### CLIENT

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

Name (printed): \_\_\_\_\_

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

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

### STOCKWELL ENGINEERS, INC.

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

Name (printed): Jon Brown, P.E.

Title: President

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

# Agreement Amendment

City of Marshall  
Marshall Aquatic Center – Phase 1

21045| SEI No.  
Labeled Illustrative Plan| Encl

July 26, 2023

Ms. Sharon Hanson  
City of Marshall  
334 W Main Street  
Marshall, MN 56248  
[Sharon.Hanson@ci.marshall.mn.us](mailto:Sharon.Hanson@ci.marshall.mn.us)

Re: Proposal for Professional Services  
Marshall Aquatic Center – Phase 1

Dear Sharon,

Please accept this letter and scope of work/fee proposal as a request for a services agreement amendment. Per your request Stockwell will provide the following services:

## Phase 4 | Design Development

- 4.1 Layout and design the site improvements and alternates based on Client approved schematic plan.
- 4.2 Design improvements in coordination with Client's staff.
- 4.3 Design improvements to local industry accepted standards. Where available, Stockwell shall implement Client's published standards.
- 4.4 Design sanitary sewer and water services with project limits to Client's standards.
- 4.5 Design drainage facilities to intercept and convey runoff in conformance with Client's standards. Identify watershed boundaries based on best available contour data for the area. Determine runoff potential for minor and major storm events. Evaluate flood conditions and inundation levels.
  - 4.5.1 Coordinate with MnDOT on site connection.
- 4.6 Site Specific Water Quality Detention Facility - Best Management Practices (BMP).
  - 4.6.1 Design the Site Specific Water Quality BMP in accordance with governing agency's design standards.
    - Analyze alternative types of Water Quality BMP to determine the best fit for the Project.
    - Determine the required size of the pond that includes Pre-sedimentation Forebay, Water Quality Capture Volume (WQCV), Sediment Storage and Site Access.
    - Design the proposed outlet structure in accordance with Client's or governing agency's minimum standards and determine the rate of release from the pond during the 5 and 100-year runoff events.
- 4.7 Layout site dimensionally to satisfy sidewalk needs and pedestrian movement in compliance with minimum requirements of the Client. Coordinate design with drainage facilities. Design pavements in conformance with Client's standards. Client's geotechnical firm to perform California Bearing Ratio (CBR) evaluation of existing site and provide recommendations to Stockwell.
- 4.8 Design project to comply with the Americans with Disabilities Act (ADA). Notify Client of conditions which prevent or limit compliance with the ADA. Client to provide Stockwell guidance for proceeding or variances from the ADA.



# Agreement Amendment

City of Marshall

Marshall Aquatic Center – Phase 1

- 4.9 Design general site grading and drainage patterns in accordance with minimum industry standards, unless Client requires other design standards.
- 4.10 Design landscape features including irrigation complying with Client's minimum design requirements and/or standards.
- 4.11 Design aquatic areas and systems by pool sub-consultant.
- 4.12 Design bathhouse and mechanical building by architect sub-consultant.
- 4.13 Design site lighting by electrical engineer sub-consultant.
- 4.14 Design PA system. Client to provide IT/control access vendor to assist with design.
- 4.15 Determine removal limits for the Project site.
- 4.16 Prepare Project plan submittal documents.
- 4.17 Coordinate and conduct meetings with private utility companies.
- 4.18 Prepare Notice of Intent (NOI) and deliver to Client to execute. Client to submit NOI to permit authority.
- 4.19 Submit electronic pdf copy of design development (65%) documents to Client for review.
- 4.20 Attend with Client schematic design submittal review meeting.
- 4.21 Update preliminary opinion of estimated construction costs for the Project.

*Deliverables: Notice of Intent; opinion of probable construction cost; and design development documents.*

## Phase 5 | Construction Documents

- 5.1 Finalize design.
- 5.2 Prepare construction documents. Where applicable, Stockwell shall utilize Client's drafting standards. Construction documents to contain information suitable for contractors to provide construction pricing or bidding. Final construction documents provided by Stockwell will contain the Professional Seal of an Engineer licensed in the State of the project site, and will be suitable for review by permitting agencies with jurisdiction over the project.
- 5.3 Perform Internal Quality Assurance Procedures
- 5.4 Submit three copies of construction (95%) documents and Stockwell's opinion of probable construction costs to Client for review.
- 5.5 Submit construction documents to the following entities for comment.
  - 5.5.1 Minnesota Department of Health.
  - 5.5.2 Private Utility Companies.
- 5.6 Address comments to review documents and incorporate into final deliverables.
- 5.7 Deliver to Client an electronic pdf copy of Stockwell's opinion of probable construction costs and three paper copies of final construction documents for bidding purposes.
- 5.8 Present final design at City Council meeting.

*Deliverables: Opinion of probable construction cost; and construction documents for bidding purposes.*

## Phase 6 | Bidding

- 6.1 Provide bidding documents to prospective bidders.
- 6.2 Maintain a list of plan holders.
- 6.3 Answer any questions arising throughout the bidding process and prepare addendums as required.
- 6.4 Attend the bid opening.
- 6.5 Deliver to Client tabulation of bids received and letter of recommendation for awarding the construction contract.
- 6.6 Attend council meeting to present recommendation to Client.

*Deliverables: Addendums; tabulation of bids received; and recommendation of award.*



# Agreement Amendment

City of Marshall

Marshall Aquatic Center – Phase 1

## Phase 7 | Construction Administration

- 7.1 Prepare construction agreement and submit to Contractor for signature.
- 7.2 Review construction agreement and accompaniments provided by the Contractor. Client's legal staff to review Contractor's bonds and insurance for authenticity.
- 7.3 Prepare Contractor's notice to proceed.
- 7.4 Deliver paper copies of contract documents for Client to execute and distribute to Contractor and other respective agents.
- 7.5 Coordinate with Client's geotechnical engineer for material testing services. Material testing agent will be hired directly by Client. Client is responsible for paying the cost of material testing. Stockwell is not responsible for any impact on Client's Project caused by failing tests. Stockwell is entitled to rely on the accuracy of the information and services furnished by Client and its testing firm.
- 7.6 Schedule and conduct preconstruction meeting. Stockwell to notify contractor and private utilities of the meeting time and location, prepare an agenda, and distribute minutes to attendees.
- 7.7 Coordinate and conduct one public meeting. Prepare informative exhibits and presentations as necessary.
- 7.8 Review and make comment on shop drawings or other product submittals from contractor
- 7.9 Mark removal limits of appropriate items.
- 7.10 Document conditions of project site prior to construction beginning by means of video.
- 7.11 Observe construction activities when significant work is done to determine generally if the contractor is proceeding in accordance with the contract documents. Based on site visit, Stockwell will keep Client reasonably informed about the progress and quality of the work completed, and report to Client known deficiencies observed in the work and deviations from the contractor's work schedule. Stockwell shall notify Client if it appears the construction activities will exceed the time provisions of the contract and if whether Stockwell's maximum fee will be exceeded as a result.
- 7.12 Maintain site visit reports indicating weather conditions, construction progress, deviations from the contract documents, and other pertinent information.
- 7.13 Prepare biweekly construction bulletins and submit to Client for distribution.
- 7.14 Prepare biweekly reports documenting general progress on the project and submit to the Client and Contractor.
- 7.15 Attend coordination meetings with Contractor, estimated at biweekly during construction.
- 7.16 Maintain and update the Storm Water Pollution Prevention Plan (SWPPP) as required.
- 7.17 As required under the construction contract, conduct final inspections and deliver to contractor "punch list" of items requiring completion or correction.
- 7.18 Submit to Client certificate of completion, documenting compliance of work with the contract documents and start of Contractor's warranty.
- 7.19 Review change order requests made by Contractor and provide recommendation to Client to approve or deny such claims. Work added to the Contractor's contract resulting in additional effort by Stockwell shall be considered an additional service.
- 7.20 Prepare Notice of Termination (NOT) for Client to execute. Client to submit NOT to permit authority.
- 7.21 Survey as-built locations and elevations of utility appurtenances accessible at ground surface.
- 7.22 Prepare and deliver record drawings to Client. Record drawings to convey significant changes to the construction documents. Utility linework shall be redrafted to reflect as-built survey data and field measurements. Design text will not be updated. Pavement sheets shall not be updated except for significant design changes.
- 7.23 Deliver dwg file of spatially correct linework and symbology of underground utilities.
- 7.24 Deliver electronic project file to Client. Project file to contain electronic copies of all deliverables.
- 7.25 Conduct one warranty inspection in conformance with the construction contract. Prepare a "punch list" of warranted items requiring completion or correction. Stockwell to deliver punch list to Client and Contractor. Stockwell is not responsible for further coordination of Contractor's repairs. Additional effort spent by Stockwell coordinating repair work shall be considered an additional service and invoiced separately to the Client.



# Agreement Amendment

City of Marshall

Marshall Aquatic Center – Phase 1

Deliverables: Executed contract documents; contractor's notice to proceed; preconstruction meeting minutes; change orders; pay requests; biweekly progress reports; certificate of completion; punch lists; notice of termination; and record drawings.

## Phase 8 | Construction Staking

- 8.1 Mark proposed improvements and elevations as shown on the plans.
- 8.2 Reset boundary markers found at the time of survey but are removed during construction.

## Compensation

Where compensation for Basic Services through Lump Sum method of payment is specified, Client shall pay Stockwell for Basic Services as follows:

- 1.1 The Lump Sum includes compensation for Stockwell's services and services of Stockwell's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses). In addition to the Lump Sum, Stockwell is also entitled to reimbursement from Client for Reimbursable Expenses. The portion of the Lump Sum amount billed for Stockwell's services will be based upon Stockwell's estimate of the percentage of the total services actually completed during the billing period. Stockwell may also bill for any Reimbursable Expenses incurred during the billing period. Compensation will not exceed the total Lump Sum amount unless approved in writing by the Client.

Where compensation for Basic Services through Standard Hourly Rates method of payment is specified, Owner shall pay Stockwell for Basic Services as follows:

- 1.1 An amount equal to the cumulative hours charged to the Project by each class of Stockwell's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Stockwell's Consultants' charges, if any.
- 1.2 The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Stockwell's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Stockwell's Consultants' charges.
- 1.3 Stockwell's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- 1.4 When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Stockwell that the total compensation amount thus estimated will be exceeded, Stockwell shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Stockwell's services for Client's convenience. Upon notice, Client and Stockwell promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Stockwell's services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Stockwell, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend Stockwell's services during the negotiations and Stockwell exceeds the estimated amount before Client and Stockwell have agreed to an increase in the compensation due Stockwell or a reduction in the remaining services, then Stockwell shall be paid for all services rendered hereunder.



# Agreement Amendment

City of Marshall

Marshall Aquatic Center – Phase 1

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If you have any questions, please contact our office.

Sincerely,

STOCKWELL ENGINEERS, INC.

Jon Brown, P.E.  
President

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Sharon Hanson
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider a Resolution Calling for a Special Election to be Held on November 7, 2023
<b>Background Information:</b>	<p>Minnesota Statutes, Section 297A.99 (the “Local Tax Act”), provides the City of Marshall, with authority to extend a local sales tax if that tax is approved by the voters at a general election and the State Legislature approves the local sales tax through the creation of a special law; aThe State of Minnesota (the “State”) Legislature passed and the Governor of the State signed Minnesota Laws, 2023, Regular Session, Chapter 64, Article 10, Section 14 (the “Special Law”) which authorizes the City to, among other things, extend a sales and use tax of one-half of one percent. The Special Law is effective upon approval by a majority vote of the City Council of the City (the “Council”) and the filing of a certificate with the Secretary of State accepting the Special Law (the “Certificate of Approval”), all in accordance with Minnesota Statutes, Section 645.021, subdivisions 2 and 3.</p> <p>City Council had previously approved the special law and the certificate has been filed with the Secretary of State. As part of the special election process notice must be given to the Lyon County Auditor/Treasurer by resolution.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve Resolution 23-0XX relating to the extension of a sales and use tax and the issuance of bonds for the purpose of a municipal aquatic center and calling a special election.

RESOLUTION NO. 23-061

A RESOLUTION OF THE CITY OF MARSHALL RELATING TO THE EXTENSION OF A SALES AND USE TAX AND THE ISSUANCE OF BONDS FOR THE PURPOSE OF A MUNICIPAL AQUATIC CENTER AND CALLING A SPECIAL ELECTION THEREON

WHEREAS, Minnesota Statutes, Section 297A.99 (the “Local Tax Act”), provides the City of Marshall, Minnesota (the “City”) with authority to extend a local sales tax if that tax is approved by the voters at a general election and the State Legislature approves the local sales tax through the creation of a special law; and

WHEREAS, State of Minnesota (the “State”) Legislature passed and the Governor of the State signed Minnesota Laws, 2023, Regular Session, Chapter 64, Article 10, Section 14 (the “Special Law”) which authorizes the City to, among other things, extend a sales and use tax of one-half of one percent; and

WHEREAS, the Special Law is effective upon approval by a majority vote of the City Council of the City (the “Council”) and the filing of a certificate with the Secretary of State accepting the Special Law (the “Certificate of Approval”), all in accordance with Minnesota Statutes, Section 645.021, subdivisions 2 and 3; and

WHEREAS, by resolution adopted by a majority vote of the Council on June 13, 2023, the Council approved the Special Law and thereafter, the City Clerk filed the Certificate of Approval with the Secretary of State.

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

1. The Council proposes to submit to electors the question of whether to extend a local sales and use tax of one-half of one percent (the “Taxes”) on items that are taxable by the State in order to raise revenues to finance the construction of a new municipal aquatic center in the City (the “Project”), including securing and paying debt service on bonds issued to finance such project and associated bond issuance costs.

The question of extending the Taxes shall be submitted to the qualified electors of the City as one or more city ballot questions as show in **Exhibit A** attached hereto.

2. The Taxes are proposed to be collected for a period expiring at the earlier of calendar year 2048 or until this Council determines that the amount of revenues received from the Taxes is sufficient to pay \$18,370,000 for construction of the Project, plus associated bonding costs, including interest on the bonds.

3. The Council finds that it is in the best interest of the City and its residents and that it is necessary and expedient to the sound financial management of the affairs of the City that the acquisition and betterment of the Project be financed in whole or in part by the issuance and sale of the City’s general obligation bonds pursuant to Minnesota Statutes, Chapter 475, as amended, in one or more series in an aggregate principal amount not to exceed \$ 18,370,000, plus an amount equal to the costs of the issuance of said bonds (the “Bonds”), including interest on the Bonds.

4. The question set forth in **Exhibit A** shall be submitted to the qualified electors of the City at a special election which is hereby called and directed to be held on Tuesday, November 7, 2023.

5. Pursuant to Minnesota Statutes, Section 204D.24, the precincts and polling places for this special election are those precincts which have been established by the City for its municipal elections. The voting hours at those polling places shall be the same as those for municipal general elections.

6. The City Clerk is directed to cause a sample ballot in substantially the form attached as **Exhibit A** and a notice of election in substantially the form attached as **Exhibit B** to be posted, published, printed and delivered as required by law.

7. The City Clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting other elections on that date. The City Clerk is authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements with appropriate county officials regarding preparation and distribution of ballots or ballot cards, election administration, and cost sharing.

8. If the City will be contracting to print the ballots for this special election, the City Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit or certified check acceptable to the City Clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The City Clerk shall set the amount of the bond, letter of credit or certified check in an amount equal to the value of the purchase.

9. Election judges shall be appointed for this special election shall be the election judges appointed for the city general election. The election judges shall act as clerks of election, count the ballots cast, and submit the results to the City Council for canvass in the manner provided for other City elections.

10. The special election shall be held and the returns made and canvassed in the manner prescribed by law, and the Council shall meet between November 10 and 17, 2023 (a date between three and ten days after the election) for the purpose of canvassing the results thereof.

Adopted by the City Council of the City of Marshall, Minnesota this 8th day of August 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

**EXHIBIT A**

**SPECIAL ELECTION BALLOT  
CITY ELECTION BALLOT**

**CITY OF MARSHALL  
STATE OF MINNESOTA  
SPECIAL ELECTION**

November 7, 2023

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To vote for a question, fill in the oval next to the word “YES” for that question.  
To vote against a question, fill in the oval next to the word “NO” for that question.

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**CITY QUESTION  
ADDITIONAL USE AND EXTENSION OF SALES AND USE TAX**

Shall the City of Marshall be authorized to (a) extend a sales and use tax of one-half of one percent (0.50%) for the purpose of paying the costs of collecting and administering the tax and paying for the construction of a new municipal aquatic center in the City, plus associated bonding costs, including interest on any bonds, and (b) issue its general obligation bonds in an aggregate principal amount not to exceed \$18,370,000, plus the cost of issuing the bonds, including interest on the bonds, to finance the construction of a new municipal aquatic center in the City?

☐ YES

☐ NO

**EXHIBIT B**

**NOTICE OF SPECIAL ELECTION**

CITY OF MARSHALL  
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that a special election has been called and will be held in the City of Marshall, Minnesota, on November 7, 2023, between the hours of 7:00 a.m. and 8:00 p.m. to vote on the following question:

**CITY BALLOT QUESTION**  
**ADDITIONAL USE AND EXTENSION OF SALES AND USE TAX**

Shall the City of Marshall be authorized to (a) extend a sales and use tax of one-half of one percent (0.50%) for the purpose of paying the costs of collecting and administering the tax and paying for the construction of a new municipal aquatic center in the City, plus associated bonding costs, including interest on any bonds, and (b) issue its general obligation bonds in an aggregate principal amount not to exceed \$18,370,000, plus the cost of issuing the bonds, including interest on the bonds, to finance the construction of a new municipal aquatic center in the City?

☐ YES

☐ NO

The precincts and polling places for this special election are those precincts which have been established by the City for state general elections. These polling places are as follows:

Ward 1 – Red Baron Arena & Expo, 1651 Victory Dr.  
Ward 2 – Marshall Middle School (Gymnasium), 401 S. Saratoga Street  
Ward 3 – Marshall Area YMCA, 200 S. A Street

Any eligible voter residing in the City may vote at said election at the polling place designated above. The polls for said election will be open between 7:00 a.m. and 8:00 p.m. on the date of said election.

A voter must be registered to vote to be eligible to vote in this election. An unregistered individual may register to vote at the polling places on election day.

Dated: \_\_\_\_\_, 2023

BY ORDER OF THE CITY COUNCIL

/s/ \_\_\_\_\_  
City Clerk

STATE OF MINNESOTA                    )  
                                                  ) SS  
COUNTY OF LYON                     )

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota, hereby certifies that the attached and foregoing is a full, true, and correct transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, so far as such minutes relate to the calling of a election on (i) the extension of a sales and use tax to finance a municipal aquatic center, and (ii) the issuance of general obligation bonds therefor and that the resolution included therein is a full, true, and correct copy of the original thereof.

WITNESS MY HAND officially as such City Clerk this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
City Clerk  
City of Marshall  
State of Minnesota

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Pamela Whitmore
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Adoption of Ordinance Adding Article 2-VII Administrative Citations
<b>Background Information:</b>	<p>An alternative method of enforcement for city code violations is being sought rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in City Code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened, and methodical process that is not conducive to dealing with the violations in a prompt and timely manner.</p> <p>Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address Code violations. To provide more flexibility in addressing Code violations on an individualized basis that will be more efficient and effective an alternative enforcement process is necessary. Therefore, to protect the health, safety, and welfare of the citizens of the city, a process for the use and imposition of administrative civil penalties will provide the public and the city with a more effective alternative method for addressing city code violations.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To adopt an ordinance adding Article 2-VII Administrative Citations.

**CITY OF MARSHALL  
ORDINANCE 23-020**

**ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE RELATING TO  
ADMINISTRATION**

**NOW THEREFORE**, be it ordained by the Common Council of the City of Marshall, in the State of Minnesota, as follows:

**SECTION 1:**        **ADOPTION** “ARTICLE 2-VII ADMINISTRATIVE CITATIONS” of the Marshall Municipal Code is hereby *added* as follows:

**ADOPTION**

ARTICLE 2-VII ADMINISTRATIVE CITATIONS(*Added*)

**SECTION 2:**        **ADOPTION** “Section 2-400 Purpose” of the Marshall Municipal Code is hereby *added* as follows:

**ADOPTION**

Section 2-400 Purpose(*Added*)

The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in City Code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address Code violations. In order to provide more flexibility in addressing Code violations on an individualized basis that will be more efficient and effective, the City Council finds that an alternative enforcement process is necessary. Therefore, to protect the health, safety, and welfare of the citizens of the city, it is the City Council’s intent to create a process for the use and imposition of administrative civil penalties that will provide the public and the city with a more effective alternative method for addressing city code violations.

**SECTION 3:**        **ADOPTION** “Section 2-401 Authority” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 2-401 Authority(*Added*)

The City is authorized to enact this administrative citation scheme pursuant to §1-8 of the Marshall City Code, §12.08 of the Marshall City Charter, Minn. Stat. §§410.33, 412.221, 412.861, and 412.871.

- (a) **Administrative offense.** A violation of any provision of the City code is an administrative offense that may be subject to an administrative citation and civil penalties. Each day a violation exists constitutes a separate offense.
- (b) **Exemption.** Alcohol and tobacco license violations, and motor vehicle violations are not subject to administrative citation under this ordinance.

**SECTION 4:**        **ADOPTION** “Section 2-402 Alternative Methods Of Enforcement” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 2-402 Alternative Methods Of Enforcement(*Added*)

A violation of the Code is a misdemeanor pursuant to §1-8 of the Code; however, this section seeks to gain compliance with the Code as an alternative to the commencement of any formal civil or criminal court action. The administrative civil penalties proceedings are in addition to any other legal or equitable remedy available to the city for Code violations. The city may, in its discretion, choose not to issue an administrative citation and may initiate criminal charges instead.

**SECTION 5:**        **ADOPTION** “Section 2-403 Authority To Issue Compliance Letters And Administrative Citations” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 2-403 Authority To Issue Compliance Letters And Administrative Citations(*Added*)

Any person authorized to enforce provisions of the Code is authorized to issue compliance letters and administrative citations for violations under this Section.

**SECTION 6:**        **ADOPTION** “Section 2-404 Compliance Letter” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

##### Section 2-404 Compliance Letter(*Added*)

- (a) If a city employee or agent determines that a City Code violation has occurred, when appropriate, a compliance letter shall be issued. The compliance letter shall contain the following information:
  - (1) A description or address of the property on which the Code violation has occurred;
  - (2) The nature of the violation, including a reference to the appropriate Code section;
  - (3) A compliance deadline, providing a reasonable time for compliance based on the nature of the violation; and
  - (4) A statement that failure to correct the violation may result in the imposition of an administrative citation, including a civil penalty and stating the amount of the penalty as provided in the fee schedule.
- (b) Service of compliance letter. The compliance letter may be served on the offender by regular mail, by electronic mail with proof of delivery confirmation and receipt requested, by personal service or by posting a copy in a conspicuous place in or about the building or property affected by the letter.
- (c) Reasonable extensions. Following service of the compliance letter, the city shall attempt to work to resolve the violation, including, but not limited to, offering reasonable extensions for compliance.
- (d) Exceptions to issuance of a compliance letter. For violations of any of the following sections, the city shall not be required to issue a compliance letter and may proceed directly to issuance of an administrative citation as provided in §2-405 below.
  - (1) If the same offender commits a subsequent violation within 12 months after a compliance letter has been issued for a same or similar offense. If the offense involves a property related offense, then the subsequent violation must occur at the same property within this 12-month period for this subsection to apply.
  - (2) For any license violations, including, but not limited to, not having a license.
  - (3) For traffic or parking violations issued under Chapter 74 of the Code.
  - (4) For violations involving animals at large and potentially dangerous or dangerous animals under Chapter 14 of the Code.
  - (5) For any violation of §42-89, Loud Noise.
  - (6) For violations of Chapter 34, Fire Prevention Code.
  - (7) When a condition exists that requires immediate action to protect the public

health, safety, and welfare, including any condition that represents a life-threatening condition.

- (8) Disorderly conduct or other similar behavior that tends to disrupt, injure, or annoy a reasonable person for which a compliance letter would be moot, as the conduct or behavior has terminated.

**SECTION 7:**           **ADOPTION** “Section 2-405 Administrative Citation” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

Section 2-405 Administrative Citation(*Added*)

- (a) Upon the failure to correct the violation specified in the compliance letter within the time frame established in the compliance letter or any extension thereof granted by the city, or for any offense for which a compliance letter is not required, an administrative citation may be issued.
- (b) The administrative citation shall be served by certified mail or by personal service and shall contain the following information:
- (1) A description or address of the property on which the Code violation has occurred;
  - (2) Reference to the Code that is alleged to be violated;
  - (3) The amount of the administrative civil penalty for the specific Code violation, which shall be due and payable to the city within 30 days of the date the citation is mailed or personally served;
  - (4) A statement that the violation must be corrected or a subsequent administrative or a criminal citation may be issued;
  - (5) A statement that the Code violation and the amount of the administrative civil penalty may be contested to be heard before an independent hearing officer by notifying the City Clerk in writing within ten days after the citation was mailed or personally served; and
  - (6) A statement that failure to pay the administrative civil penalty may constitute a lien upon the property where the violation occurred or a personal obligation on the violator.
- (c) No peace officer will issue an administrative citation in violation of Minn. Stat. §169.999.

**SECTION 8:**           **ADOPTION** “Section 2-406 Payment Of Penalty And Correction Of Violation” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

Section 2-406 Payment Of Penalty And Correction Of Violation(*Added*)

If the offender pays the administrative civil penalty and corrects the Code violation, no further action will be taken for that same violation.

**SECTION 9:**            **ADOPTION** “Section 2-407 Payment Of Penalty Without Correction Of Violation” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 2-407 Payment Of Penalty Without Correction Of Violation(*Added*)

If the offender pays the administrative civil penalty but fails to correct the Code violation, the city may issue a subsequent administrative citation, initiate criminal proceedings, or initiate any other proceedings or remedies available in order to enforce correction of the Code violation.

**SECTION 10:**            **ADOPTION** “Section 2-408 No Payment Of Penalty And No Correction Of Violation” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 2-408 No Payment Of Penalty And No Correction Of Violation(*Added*)

- (a) If the offender fails to pay the administrative civil penalty and fails to correct the Code violation, the city may do any of the following, or any combination thereof:
- (1) Issue a subsequent administrative citation, thereby commencing a new administrative penalties process;
  - (2) Find that the unpaid fee constitutes a lien upon the real property where the violation occurred, if the property or the improvements of the same were the subject of the violation;
  - (3) Find that the unpaid fee constitutes a personal obligation of the violator;
  - (4) Suspend or revoke any licenses or permits issued by the city related to the violation;
  - (5) Initiate criminal proceedings; and/or
  - (6) Initiate other enforcement action authorized by law, including the cost of unpaid special charges as special assessments against the property benefitted to the extent allowed under Minn. Stat. 429.101.

**SECTION 11:**        **ADOPTION** “Section 2-409 Contesting An Administrative Citation” of the Marshall Municipal Code is hereby *added* as follows:

**ADOPTION**

Section 2-409 Contesting An Administrative Citation(*Added*)

- (a) An offender receiving an administrative citation may contest the alleged Code violation and the amount of the administrative civil penalty.
- (b) In order to contest any part of the administrative citation, the offender must notify the City Clerk in writing within ten calendar days after the citation is mailed or personally served, stating that the offender contests the alleged violation, the amount of the penalty, or both, and pay the filing fee as listed in the fee schedule. If the violation is ultimately not upheld by the hearing officer after the Administrative Hearing Procedure, then City will refund the filing fee paid by the offender.

**SECTION 12:**        **ADOPTION** “Section 2-410 Administrative Hearing Procedure” of the Marshall Municipal Code is hereby *added* as follows:

**ADOPTION**

Section 2-410 Administrative Hearing Procedure(*Added*)

- (a) Hearing officers. The City Council will periodically approve a list of lawyers or former judges, from which the City Clerk will randomly select a hearing officer to hear and determine a matter for which a hearing is requested. The hearing officer will be considered a public officer as defined by Minn. Stat. §609.415. The hearing officer must not be a city employee. The City Administrator or their designee must establish a procedure for evaluating the competency of the hearing officers, including comments from accused violators and city staff. These reports must be provided to the City Council.
- (b) Notice of hearing. Within ten (10) days of the request for a hearing, the City Clerk will schedule the hearing and will notify the violator of the date, time, and place for the hearing. Parties are expected to be available for two (2) hours. Notice of the hearing must be mailed to the violator or the property owner, if different from the violator, and the hearing officer at least ten (10) days in advance of the scheduled hearing, unless a shorter time is accepted by all parties. The notice must contain the names of the violator or property owner, the identity of the hearing officer, the location of the alleged violation and the type of alleged violation.
- (c) Removal of hearing officer. No later than five (5) days before the date of the hearing, the violator may make a written request that the assigned hearing officer be removed

from the case. The City Clerk will automatically grant one (1) request for removal. A subsequent request must be directed to the assigned hearing officer who will decide whether they can fairly and objectively review the case. If the hearing officer determines they cannot fairly and objectively review the case, the hearing officer shall notify the City Clerk in writing at least one (1) day before the scheduled hearing date. The City Clerk will then assign another hearing officer. If the City Clerk is unable to assign a hearing officer from the City's approved Hearing Officer list, the City Clerk, upon approval by City Council, may schedule a hearing before an independent hearing officer from the office of administrative law judges.

- (d) Continuance. A request for a continuance must be made to the City Clerk at least five (5) days prior to the scheduled date. Continuances will be granted only for good cause shown and for no more than ten (10) days from the originally assigned date.
- (e) File transmittal. Upon receipt of any request for a hearing the City Administrator or their designee will compile a file on each case consisting of the following:

- (1) Copy of Compliance letter, if applicable;
- (2) Copy of the citation issued;
- (3) Copy of any case history in the issuing employee's department;
- (4) Photographs and/or videotape of property or Code violation where available;
- (5) Supplemental report detailing the facts in support of any determination that the offense constitutes a serious threat of harm to the public health, safety, or welfare; and
- (6) Proof of mailing and/or posting of notice on the property if citation was not personally served on the violator. The file must be ready for the hearing officer to pick up on the business day preceding the scheduled hearing. Upon the request of the hearing officer, the City may send the file to the hearing officer electronically.

- (f) Presentation of case. At the hearing, the parties will have the opportunity to present testimony and question any witnesses, but strict rules of evidence will not apply. The hearing officer must record the hearing and may receive testimony and exhibits. The officer must receive and give weight to evidence, including hearsay evidence, that possesses probative value commonly accepted by reasonable and prudent people in the conduct of their affairs.

- (g) Decision. The decision of the hearing officer must be in writing and contain findings of fact, conclusions of law, and an order. The decision will be mailed to the parties within ten (10) days after the hearing. The hearing officer has the authority to determine that a violation occurred, to dismiss a citation, to impose the scheduled fine, or to reduce, stay, or waive a scheduled fine either unconditionally or upon compliance with appropriate conditions. When imposing a penalty for a violation, the hearing officer may consider any or all of the following factors:

- (1) The duration of the violation;
- (2) The frequency or reoccurrence of the violation;
- (3) The seriousness of the violation;
- (4) The history of the violation;
- (5) The violator's conduct after issuance of the Compliance Letter;
- (6) The violator's conduct after issuance of the notice of hearing;

- (7) The good faith effort by the violator to comply;
- (8) The impact of the violation upon the community;
- (9) Prior record of Code violations; and
- (10) Any other factors appropriate to a just result. The hearing officer may not impose a fine greater than the established fine, except that the hearing officer may impose a fine for each week that the violation continues if the violation caused a serious threat of harm to the public health, safety, or welfare as determined by the hearing officer, or if the violator intentionally and unreasonably refused to comply with the code requirement. The hearing officer's decision and supporting reasons must be in writing.
- (h) Failure to appear. The failure to attend the hearing constitutes a waiver of the violator's rights to an administrative hearing and an admission of the violation. A hearing officer may waive this result upon good cause shown. "Good cause" is limited to: death in the immediate family or documented incapacitating illness of the accused; a court order requiring the accused to appear for another hearing at the same time; and lack of proper service of the citation or notice of the hearing.
- (i) Owner found in violation. If the violation is upheld, then the violator must pay a fee toward the cost of the hearing in the amount listed in the fee schedule.

**SECTION 13:**            **ADOPTION** “Section 2-411 Judicial Review” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

Section 2-411 Judicial Review(*Added*)

An aggrieved party may obtain judicial review of the decision of the hearing officer as provided in state law.

**SECTION 14:**            **ADOPTION** “Section 2-412 Schedule Of Administrative Civil Penalties” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

Section 2-412 Schedule Of Administrative Civil Penalties(*Added*)

- (a) The city shall adopt a fee schedule of administrative civil penalties for city code violations by resolution.
- (b) The maximum amount of an administrative civil penalty may not exceed twice the maximum fine authorized by state law for misdemeanor offenses or the maximum fine authorized by state law for an administrative process.

- (c) Non-payment. If a civil penalty is not paid within the time specified, it will constitute:
  - (1) A lien on the real property upon which the violation occurred if the property or improvements on the property was the subject of the violation; or
  - (2) A personal obligation of the violator in all other situations.
- (d) Lien. A lien may be assessed against the property and collected in the same manner as taxes.
- (e) Personal obligation. A personal obligation may be collected by appropriate legal means.
- (f) Late Fees/Charges.
  - (1) The fine will increase by ten percent (10%) for each week, starting ten (10) days after the citation was issued, that no action is taken to correct the violation.
  - (2) If payment arrives more than one (1) week after it was due, an additional ten percent (10%) of the fine may be assessed, together with interest, for each seven-day period, or part thereof, that the fine remains unpaid after the due date.
- (g) License revocation or suspension. Failure to pay a fine is grounds for suspending or revoking a license or permit related to the violation.

**SECTION 15:**        **ADOPTION** “Section 2-413 Additional Criminal Penalties” of the Marshall Municipal Code is hereby *added* as follows:

#### ADOPTION

Section 2-413 Additional Criminal Penalties(*Added*)

The following are misdemeanors, punishable in accordance with state law:

- (a) Failure, without good cause, to pay a fine or request a hearing within ten (10) days after issuance of an administrative citation;
- (b) Failure, without good cause, to appear at a hearing that was scheduled under §2-410;
- (c) Failure to pay a fine imposed by a hearing officer within ten (10) days after it was imposed, or such other time as may be established by the hearing officer.

If the final adjudication in the administrative penalty procedure is a finding of no violation, then the city may not prosecute a criminal violation in district court based on the same set of facts. This does not preclude the city from pursuing a criminal conviction for a violation of the same provisions based on a different set of facts. A different date of violation will constitute a different set of facts.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Robert Byrnes, Mayor, City of  
Marshall

\_\_\_\_\_  
Steven Anderson, City Clerk, City of  
Marshall

## SUMMARY ORDINANCE NO. 23-020

### AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE RELATING TO ADMINISTRATION

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

#### Section 1: City Code of Ordinances

The City Council seeks to offer an alternative method of enforcement for city code violations rather than relying on the criminal court system. The formal criminal prosecution process does not provide an environment to adequately address the unique and sensitive issues that are involved in City Code violations, including, but not limited to, neighborhood concerns, livability issues, economic impact, physical limitations of the offenders and the stigma and unintended consequences of being charged with or convicted of a misdemeanor offense. In addition, the court system is a slow, overburdened, and methodical process that is not conducive to dealing with the violations in a prompt and timely manner. Finally, the penalties afforded the criminal court system are restricted to fines or physical confinement, which are not always effective solutions to address Code violations. In order to provide more flexibility in addressing Code violations on an individualized basis that will be more efficient and effective, the City Council finds that an alternative enforcement process is necessary. Therefore, to protect the health, safety, and welfare of the citizens of the city, it is the City Council's intent to create a process for the use and imposition of administrative civil penalties that will provide the public and the city with a more effective alternative method for addressing city code violations.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 23-020.

It is hereby directed that only the above Title and Summary of Ordinance No. 23-020 be published conforming to Minnesota Statutes §331A.01 with the following:

#### NOTICE

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

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

Passed and adopted by the Common Council this 8<sup>th</sup> day of August 2023.

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

ATTEST:  
Steven Anderson  
City Clerk

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, August 8, 2023
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Adult Community Center, Cable Commission, Economic Development Authority</p> <p><b>Schroeder</b> – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p><b>Alcorn</b> – Community Services Advisory Board, MMU Commission</p> <p><b>Moua-Leske</b> – Convention &amp; Visitors Bureau; Diversity, Equity &amp; Inclusion Commission; Library Board</p> <p><b>Lozinski</b> – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	

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

FROM: Sharon Hanson, City Administrator

DATE: August 08, 2023

SUBJECT: Administrative Brief

**CITY ATTORNEY**

Some highlights from the office of City Attorney for the month of July:

- Worked with EDA on drafting documents for various land transfers.
- Participated in Rental Ordinance Review Committee and continued to revise ordinance based on Committee feedback.
- Worked collaboratively with staff on Planning Commission items.
- Attended Legal Executive Committee.
- Drafted or reviewed agreements, including lease agreement.
- Drafted and finalized Administrative Penalties Ordinance for Council's consideration.
- Discussions about Cannabis Use in Public. Drafted requested ordinances.
- Continued working with staff on existing and new code violations.
- Partnered with Sofia Lykke, bond attorney, on sales tax and relevant Resolutions.
- Worked with EDA on job creation questions.
- Updated staff on recommended personnel policy changes, and recommended body camera policy changes arising out of legislative session.
- Worked with MMU to answer some employment questions.

Work of other K&G Attorneys:

- Attorney Gilchrist reviewed contract documents.

**CITY PROSECUTOR:**

Criminal prosecution numbers for July are as follows:

	ASSAULT	OFF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2023	2022 Comparison
Prosecution	3		1		1		1	6	17
Dismissed									
Non- Prosecution	2				1	1	1	5	5
Refer to County									1

## **ADMINISTRATION**

- This past month interviewed candidates for the Community Education Coordinator position and have been working with the Marshall Public Schools and Human Resources on the transition. Jasmine DeSmet officially starts August 28<sup>th</sup>.
- Had several conversations with DEI Chairs Dr. George Taylor and Michele Knife Sterner regarding the future direction of the DEI Commission. We have since the DEI Commission was started in Jan of 2021 made good progress with letting the public know we exist and trying to connect with groups through events, however we believe we are at the next step in identifying some clear actional and attainable goals for the future upcoming year. This will help solidify momentum with our Commission members and the public.
- Have reviewed several times budget documents in preparation for the 2024 Council budget discussions. Finance has been the leader in obtaining, entering and analyzing the current numbers. We have continued pressures from salary/benefits, increase in services/equipment and some decreases in charges for services or license fees. However, the local government aid increase of just over \$400,000 will help dampen the negatives impacts of the 2024 budget. The budget process has and will continue to be challenging due to increased costs, increased expectations and increased needs.
- I did attend my first League of MN Cities Board of Directors Orientation and Board meeting this past month. The League provided information on legislators of distinction and legislative information/updates from staff.
- Staff continue to work on aquatic center information-community and individual presentations, printed and digital materials as well as event planning. This past week, staff and Council played a large role in distributing information on the aquatic center at National Night Out event—a very successful event and a great show of teamwork by all involved. On August 8<sup>th</sup> we will host a family pool party to education aquatic center users and their families regarding our project. This past week, staff also met with Stockwell to provide feedback on preliminary concepts for the aquatic center-this involved potential bathhouse configurations, specific play features in the aquatic center and overall timing of the project. Stockwell will be presenting to the Council on August 8<sup>th</sup> options with bidding and construction schedules as well as an amended contract to continue design work. In addition, staff will be presenting the Resolution that calls for the Special Election on November 7, 2023. This procedure/resolution sets in motion the election process for our City Clerk.
- Spent some time discussing and reviewing building official items.
- Senator Amy Klobuchar visited Marshall to tout the HWY 19 federal grant known as RAISE. In addition, Rep Michelle Fischbach was in Marshall this week to highlight agriculture and SMSU. Both events were coordinated and led by Washington DC staff.
- City Attorney and staff discussions regarding cannabis ordinances took place with still much needed review and thought as the Council moves forward. We anticipate a work session to be scheduled in October to further finalize potential ordinance language regarding licensing/zoning of cannabis retail establishments. The Legislative and Ordinance Committee meets next week to discuss public places and cannabis use and smoking as was first presented at the Special July 31, 2023, Council meeting.
- The Rental Code Ordinance Committee also meets next week to further review the ordinance language.

## **Economic Development Authority**

- A Public Hearing was held at the July EDA meeting for the sale of a 5-acre parcel in Commerce Industrial Park for a Shop Condo development.
- Staff is working with REVocity on a hotel development in Tiger Park.
- The EDA annual report has been completed and will be available for distribution in the coming weeks.
- The Parkway Housing Development has submitted an application for MNHousing Funding.
- Kwik Trip is slated to complete demo and begin construction the week of August 14<sup>th</sup>.

- East College Economic Revitalization Grant award recommendations have been sent to the State for final review and approval.

## **Human Resources**

- Staffing:
  - Jasmine DeSmet promoted to Community Education Coordinator effective 08/28/2023.
  - Karla Ellis hired into the Office Assistant/Receptionist position in Community planning effective 08/14/2023.
  - We are currently recruiting for a full-time Community Services Officer, Training Facility Coordinator, to establish an eligibility roster for Police Officers, and various temporary/seasonal positions.
- Safety—employees were trained in CPR and AED in August. In July, our MMUA consultant completed the all-facility safety audits. There were no major safety issues identified. Supervisors were notified of the minor safety issues identified and are resolving those.
- Policies—there are a number of personnel policies that require updating due to recent law changes in Minnesota. Staff are working on those and will schedule a Personnel Committee meeting to discuss. Draft policies for discussion will include: Drug Free Workplace, Reasonable Break Time for Nursing Mothers, Pregnancy and Parenting Leave, School Conference and Activity Leave, and others.

## **Clerk**

- Attended the Rental Ordinance Committee meeting.
- Worked with Finance on assessments for unpaid services.
- Continuing progress on items needed for the Aquatic Center Special Election.
- Reviewing files absent from the city document library.

## **Finance**

- 2024 Budget: Finance staff has input budget information into the financial system and continues to review submissions and amounts. At a work session on July 25<sup>th</sup> Council heard community organization requests, along with a presentation from the Marshall-Lyon County Library. The next work session will start at 5:30 PM on August 29<sup>th</sup> and will include capital requests, operating budgets, and a presentation on the preliminary tax base changes.
- The Director of Administrative Services and the Finance Director continue to participate in meetings and training sessions with Questica to implement their budgeting suite for operating, personnel, and capital modules.

## **Assessing**

- No Report

## **Liquor Store**

- July Financials: Sales \$689,116 +2.75%, Customer Count 19,523 +.50%, Ticket Average \$35.3 +2.25%. A good month for financials considering that there was an extra Friday of sales in 2022 compared to 2023.
- Installed 2 new open-air refrigerated merchandisers on the sales floor. Since installing, we have seen an increase with customers shopping the products in these cold boxes.

## **COMMUNITY SERVICES**

### **Parks & Recreation**

- Families are getting their final days of swimming in as the Marshall Aquatic Center's final day is Sunday, August 20<sup>th</sup>.
- 247 youth were enrolled in Learn to Swim lessons during June and July at the MAC.

- The Amateur Sports Complex recently hosted a 3<sup>rd</sup>/4<sup>th</sup> grade & 5<sup>th</sup>/6<sup>th</sup> grade little league area tournament with teams competing from Canby, Dawson, Minneota, LQPV, Lakeview, Renville, and Granite Falls. During this four-night event over 1,850 fans, players and coaches attended the ASC.
- Construction to start soon on new shelter house at Amateur Sports Complex.
- Recently awarded DNR Outdoor Recreation Grant for new restroom and shelter facilities at Independence Park.
- Terrace 1872 is 90% complete and will be finished in the coming weeks.
- Giving lots of presentations on new aquatic center.
- Receiving a lot of calls on Emerald Ash Borer, providing suggestions and information to the public.

### **Community Education**

- Summer classes have started to settle down as the school year approaches.
- There will be 16 classes offered this Fall, including some robot classes, sewing classes, archery, some music classes, fall cleanup, etc.
- DEI Commission is planning Welcoming Week – September 19<sup>th</sup> at 5-7pm at Justice Park.

### **Studio 1**

- We have been spending time completing the required maintenance and repair of broadcast and camera equipment as well as upgrading security camera systems.
- We successfully broadcast all the City Band concerts for the summer season and received great reviews from community members about this coverage.
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

## **COMMUNITY PLANNING**

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

- About 200 open permits.
- Two Avera projects, Block 100 apartment building, Family Dollar, Kaukauna mall built out, and Kwik Trip (E College Dr) are the largest projects under construction.
- 1 new duplex approved.

## **PUBLIC WORKS DIVISION**

### **Engineering**

- Project ST-001-2023: Chip Seal Project – Awarded to Allied Blacktop Company on 02/28/2023, proposed start date of 08/14/2023.
- Project ST-002-2023: Bituminous Overlay Project – Awarded to Duininck, Inc. on 03/14/2023. Project commenced 07/17/2023.
- Project ST-004: Halbur Road reconstruction – Anticipated final at the 08/22/2023 Council meeting.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are redrafted. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-008: Channel Parkway Resurfacing – Awarded to Duininck, Inc. on 03/14/2023. Proposed start date of 08/07/2023.
- Project ST-009: N. 3<sup>rd</sup> St./W. Lyon St. Reconstruction – Project started 04/24/2023. Weekly property owner/business owner meetings on Tuesdays at 8:30am.
- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) – Awarded to Towne & Country Excavating LLC on 03/14/2023. Construction commenced week of 07/24/2023.

- Project MMU-001: TH 23 Watermain Crossing Project – Construction commenced week of 07/24/2023.

#### **Building Maintenance**

- No report

#### **Street Department**

- No report

#### **Airport/Public Ways Maintenance**

- No report

#### **Wastewater**

- Staff have completed 287 preventative maintenance work orders in the last 30 days.
- Interior sealing of leaks is complete in our east blue bio-solids storage tank. Exterior sealing will follow.
- Lift station maintenance is ongoing.
- Working on summer jetting of sanitary lines.
- Working on verification and inspection of sanitary lines along West College Drive near 4<sup>th</sup> Street.
- Overlaying of parking lots and selected roads has been started at the wastewater facility.
- Commercial visits to promote the water softening grant program are ongoing.
- After negotiating some final language changes to our proposed new NPDES permit it is now being drafted. Once that is completed, we will have a 30-day review period prior to the permit being published for the 60-day public comment period. Staff will give an overview presentation to the City Council during the 30-day review period.
- Various exterior painting is underway.
- Gave presentation at the 24<sup>th</sup> Annual Salt Symposium on our chloride reduction program.
- Working on televising levee for MS4 permit review.
- Pumps have been ordered for the Highway 23 lift station.

### **PUBLIC SAFETY DIVISION**

#### **FIRE DEPARTMENT**

- The Fire Department responded to seventeen (30) calls for service. Total calls for service included:
  - Fire/CO2 Alarm (8)
  - Fire; Structure (18)
  - Medical Assist (0)
  - Vehicle Accident (3)
  - Other – Assist (1)

#### **POLICE DEPARTMENT**

- The Marshall Police Department responded to a total of 878 calls for the month of July. 109 criminal offenses were reported with a total number of 35 adults and 2 juveniles arrested.

#### **OFFICER'S REPORT**

- Alarms (20)
- Accidents (28)
- Alcohol involved incidents (1)
- Assaults (7)
- Domestic Assaults (17)
- Burglaries (9)

- Criminal Sexual Conduct (3)
- Damage to Property (5)
- Keys Locked in Vehicles (35)
- Loud Party (6)/ Public Disturbances (17)
- Thefts (40)
- Traffic Related Complaints (149)
- Vandalism (8)
- Warrant Pickups (10)
- Welfare Checks/Mental Health (27)

The Marshall Police Department has worked with the Police Advisory Board to post and begin creating an eligibility list for possible police officer candidates.

#### **DETECTIVE REPORT**

- Detectives assisted the Brown-Lyon-Redwood-Renville Drug Task Force with a search warrant at a Marshall apartment complex. A 40-year-old Marshall man, 32-year-old Marshall woman, and a 28-year-old Marshall woman were arrested and charged with controlled substance crimes.
- An attempted burglary and damage to property at Legion Field was investigated and referred to the Lyon County Attorney's Office for charges against juveniles.
- A burglary at a Marshall convenience store was investigated and referred to the Lyon County Attorney's Office for charges against juveniles.
- A 23-year-old Marshall woman was arrested for 2<sup>nd</sup> Degree Assault at the conclusion of an assault investigation that involved a knife.
- Two Predatory Offender Registration violations are under investigation.
- An auto theft is under investigation, pending laboratory analysis of evidence.
- Nineteen child protection reports and three reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.

#### **MERIT CENTER**

- In July, MN West conducted a Motorcycle Safety training course, an EVOC course and CDL training utilizing the driving track at the MERIT Center.
- The SW TZD Committee held their quarterly steering committee meeting at the MERIT Center on July 11<sup>th</sup>. 26 people attended this meeting.
- On July 12<sup>th</sup>, Centrol Crop Consulting held their summer training at the MERIT Center. There were 79 employees that attended this event.
- The Next Gen 911 Committee held their monthly meeting at the MERIT Center on July 19<sup>th</sup>. 17 people attended this meeting.
- SW EMS conducting their quarterly board meeting at the MERIT Center. There were 28 people at this meeting.
- On July 26<sup>th</sup> the SW Regional Communications Board held their monthly meeting at the MERIT Center with 24 people attending.
- The SW Healthcare Preparedness Coalition held their safety training meeting at the MERIT Center on July 26<sup>th</sup>. 41 people attended this event.
- The MERIT Center was utilized 21 out of 31 days in July with 274 people attending these training/events.

**MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending July 2023 (YTD TOTALS)**

**OFFENSE/ARREST DATA**

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	57	0	57	33	0
February	89	0	89	37	0
March	99	0	99	28	1
April	97	0	97	41	1
May	125	0	125	40	0
June	98	0	98	37	0
July	109	0	109	35	2
August					
September					
October					
November					
December					

<b>YTD 2023</b>	<b>674</b>	<b>0</b>	<b>674</b>	<b>251</b>	<b>4</b>
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**Averages for all Activities (Calls for Service)**

	#Calls	Time in Hrs
	Total	Spent
January	743	316
February	757	319
March	750	318
April	728	363
May	920	434
June	846	416
July	878	430
August		
September		
October		
November		
December		
<b>YTD 2023</b>	<b>5622</b>	<b>2596</b>

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6	7	10	14	5	4						55
Property Damage	15	25	15	18	19	21	19						132
Personal Injury	1	3	5	1	2	3	5						20
Fatalities	0	0	0	0	0	0	0						0
<b>TOTAL 2023</b>	<b>25</b>	<b>34</b>	<b>27</b>	<b>29</b>	<b>35</b>	<b>29</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>207</b>

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61	49	44	47	1	0						247
Parking Tickets	91	75	23	5	0	39	42						275

**Activities (Calls For Service) \*High Hours Expended**

	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	11	11	20	14	18	5	20						99
Alcohol	0	3	2	2	0	2	1						10
Animal Bite	2	3	1	2	4	1	4						17
Animal Complaint	10	13	11	20	14	26	16						110
Assault	6	4	7	8	11	5	7						48
Assists	50	45	48	53	51	54	60						361
Auto Theft	3	1	0	1	1	0	2						8
Bike Found	0	4	1	2	9	7	15						38
Bike Theft	0	0	0	1	5	6	9						21
Burglary	0	3	0	1	7	4	9						24
Bus Violation	3	5	5	4	5	3	4						29
Check Forgery	0	1	0	0	0	0	0						1
Check Fraud	1	1	0	0	0	1	0						3
Civil Matters	12	10	8	7	17	19	15						88
Criminal Sex	2	3	2	3	6	1	3						20
Damage to Prp	2	2	4	1	4	2	5						20
Death Investigation	0	2	0	1	2	4	5						14
Domestics	10	15	12	10	19	12	17						95
Drugs/Narcotics	2	3	4	3	2	4	2						20
Family Matters	4	9	9	9	12	6	12						61
Fire Alarm	0	2	0	0	0	0	0						2
Gas Meal Assist	3	1	2	4	4	2	8						24
Gun Permits	4	10	15	8	10	5	8						60
Harassment	8	5	6	5	11	18	6						59
Intoxicated/Detox	2	2	3	1	3	1	4						16
Keys Locked In vehicles	27	21	26	24	26	21	35						180
Mental Health	8	9	6	14	8	9	12						66
Fraud	2	6	6	5	2	7	1						29
Parking Complaints	76	69	38	17	18	14	11						243
Party Loud Party	1	3	3	2	5	10	6						30
Pred - Sex Offender	2	2	1	1	0	2	2						10
Property Found	1	3	10	12	13	8	16						63
Public Disturbance	5	7	9	11	14	14	17						77
Pursuit	0	0	0	1	0	0	0						1
Runaway	2	3	7	3	9	2	8						34
Escort Funeral,other	13	13	8	7	9	13	12						75
Search Warrant	1	0	0	1	0	0	1						3
Suspicious Anything	38	34	42	50	97	110	43						414
Suspicious Vehicle	3	4	3	5	6	7	12						40
Tobacco Violation	1	1	2	2	0	1	0						7
Theft	17	18	14	14	28	28	40						159
Trains	1	0	0	1	0	0	0						2
(shall PD etc)	1	2	2	2	3	2	2						14
Assing	10	6	6	9	10	13	7						61
Complaints	190	224	200	142	199	145	149						1249
Unsecured Building	0	1	2	2	0	2	4						11

Item 21.

Vandalism	0	6	4	11	9	17	8						55
Violation of OFP	6	3	5	1	4	8	2						29
Warrant Pickups	11	5	7	11	12	7	10						63
Welfare Checks	21	27	25	26	27	19	15						160
Welfare Fraud	0	0	0	0	0	0	0						0
ERU Activated	0	0	0	1	0	0	0						1
Weapons Involved	1	1	0	5	1	1	0						9
<b>YTD 2023</b>	<b>573</b>	<b>626</b>	<b>586</b>	<b>540</b>	<b>715</b>	<b>648</b>	<b>645</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4333</b>

#### OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	5	9	5	12	3	8	15
February	13	16	16	6	17	14	7
March	4	23	25	15	13	12	7
April	16	8	9	19	12	17	16
May	8	18	19	15	16	29	20
June	3	17	12	17	11	30	9
July	11	15	27	12	13	17	14
August							
September							
October							
November							
December							
<b>YTD 2023</b>	<b>60</b>	<b>106</b>	<b>113</b>	<b>96</b>	<b>85</b>	<b>127</b>	<b>88</b>

#### DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	23	25	28	28	34	29	42						209
Gross Misdemeanors	21	17	22	20	26	16	25						147
Misdemeanors	14	19	24	27	34	30	31						179



## Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date
Aaron Thoof	803 NUESE LN	HVAC - Air Conditioning, Furnace	6500.00	07/20/2023
ANDRIES/MICHAEL & BETTY	1004 PARIS RD	Deck	5000.00	07/20/2023
CRAIGMILE/REGAN & MARC/JT	1215 HORIZON DR	Windows	7500.00	07/31/2023
Dustin Westover	103 WHITNEY ST S	Plumbing - Water heater	750.00	07/26/2023
Dustin Westover	1105 TRAVIS RD	Plumbing - Water heater	750.00	07/27/2023
Eric Mathiowetz	501 WHITNEY ST S	HVAC - Air Conditioning, Furnace	9900.00	07/25/2023
GESKE BUILDING & SUPPLY COMPAN	815 VIKING DR	Windows	2800.00	07/20/2023
JISKOOT/JUSTIN & KARISSA/JT	1102 HORIZON DR	Re-Siding	11250.00	07/31/2023
Kevin V Goslar	702 1ST ST S	HVAC - Air Conditioning	3800.00	07/24/2023
Marcus Construction	1406 COLLEGE DR E, 1406 COLLEGE DR E	Interior Remodeling - ANY Work Inside, Except Fireplace, Occupancy/Use Change	300000.00	07/20/2023
MARSHALL LUMBER CO	805 ANDREW ST	New Building/House	650000.00	08/01/2023
Quick Signs of Willmar	1406 COLLEGE DR E	Wall Mounted Sign	3500.00	07/20/2023
Ricky James Myhre	104 5TH ST N	Plumbing - [Everything new on inside.], Interior remodeling	0.00	07/25/2023
Scott Williams	1113 LYON ST E	Plumbing - Water heater	100.00	07/25/2023
Scott Williams	608 LYON ST W	Plumbing - Water heater	850.00	07/25/2023
SENST/JAMIE L	500 VIKING DR	Windows	1600.00	07/20/2023
Space Development Co Of Marshall	100 COLLEGE DR W	Interior Remodeling - ANY Work Inside, Except Fireplace	425000.00	07/24/2023
ST AUBIN/ROBERT	711 COLLEGE DR W	Re-Roofing	3000.00	08/02/2023
STRAND HOME SERVICES LLC	904 POPLAR AVE	Deck	4500.00	08/02/2023
STRAND HOME SERVICES LLC	1101 DAVID DR	Deck	24000.00	07/27/2023
SULLIVAN/MURRAY PATRICK	200 COLLEGE DR W	Interior Remodeling - ANY Work Inside, Except Fireplace	2500.00	07/27/2023
TIMM/DAILYN & ANTOINE/T/COMM	1100 BIRCH ST	Re-Roofing	14000.00	07/24/2023
Todays Fireplace and Spa	102 MINNESOTA ST S	Fireplace Only	4412.00	07/27/2023

# 2023 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 10, 2023
2. January 24, 2023

## February

1. February 14, 2023
2. February 28, 2023

## March

1. March 14, 2023
2. March 28, 2023

## April

1. April 11, 2023
2. April 25, 2023

## May

1. May 9, 2023
2. May 23, 2023

## June

1. June 13, 2023
2. June 27, 2023

## July

1. July 11, 2023
2. July 25, 2023

## August

1. August 08, 2023
2. August 22, 2023

## September

1. September 12, 2023
2. September 26, 2023

## October

1. October 10, 2023
2. October 24, 2023

## November

1. November 14, 2023
2. November 28, 2023

## December

1. December 12, 2023
2. December 26, 2023

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## 2023 Uniform Election Dates

- February 14, 2023
- April 11, 2023
- May 9, 2023
- August 08, 2023
- November 07, 2023

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

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



## Upcoming Meetings

### August

- 08/08 Rental Code Ordinance Committee, 12:00 PM, City Hall
- 08/08 Legislative and Ordinance Committee, 2:45 PM, City Hall
- 08/08 Work Session, 4:00 PM, City Hall
- 08/08 Regular Meeting, 5:30 PM, City Hall
- 08/22 Regular Meeting, 5:30 PM, City Hall
- 08/29 Work Session, 5:30 PM, City Hall

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### September

- 09/12 Regular Meeting, 5:30 PM, City Hall
- 09/26 Regular Meeting, 5:30 PM, City Hall