



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

**Tuesday, October 26, 2021 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 a work session and regular meeting held on October 12, 2021.

AWARD OF BIDS

2. Consider Award of Bids for Rock Salt for Street Department.

CONSENT AGENDA

3. Consider Request of Prairie Home Hospice & Community Care for the Light Up The Night Parade on Friday, November 26, 2021.
4. Consider Approval of a Special Assessment Deferral for Hardship.
5. Consider Resolution Authorizing the Creation of Internal Service Fund 701 and the Transfer of Funds From Capital Fund 401 to Internal Service Fund 701.
6. Consider LG220 Application for Exempt Permit for Shades of the Past.
7. Request authorization to advertise for bids for Towing and Storage of vehicles.
8. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

9. Consider a Request for a Conditional Use Permit.
10. Consider approval of 2022 Health Insurance with BCBS .
11. Consider approval of a two-year renewal with Delta Dental for 2022-2023 .
12. Renew Lease Agreement with Enterprise Leasing Company at Southwest Minnesota Regional Airport.
13. Project Z77: Legion Field Stormwater Improvements Project - Consider Change Order No. 3 (Final) and Final Pay Request No. 5.
14. Project Z84: Legion Field Park River Stabilization Project -- Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 1.
15. Consider Appointments to Various City Boards, Commissions, and Authorities.

COUNCIL REPORTS

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

STAFF REPORTS

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

INFORMATION ONLY

21. Information Only

MEETINGS

22. 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

Meeting Date:	Tuesday, October 26, 2021
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from a work session and regular meeting held on October 12, 2021.
Background Information:	Enclosed are the minutes from a work session and regular meeting held on October 12, 2021.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	That the minutes of the work session and regular meeting held on October 12, 2021 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, October 12, 2021**

The work session of the Common Council of the City of Marshall was held October 12, 2021, at City Hall, 344 West Main Street. The meeting was called to order at 4:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister (4:39 PM), Don Edblom, John DeCramer, Russ Labat, and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Annette Storm, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Laura Wing, Payroll/ Benefits Specialist and Kyle Box, City Clerk.

2022 Health and Dental Insurance Renewal

Human Resource Manager, Sheila Dubs introduced Bill Chukuske the city's Broker for health and dental insurances. Chukuske provided 2022 renewal information and provide an overview of health insurance options. He has recently joined the firm of National Insurance Services.

HEALTH INSURANCE:

For 2020-2021, the Council approved a 2-year commitment with PEIP; this agreement had no rate guarantee in the 2nd year. Effective 01/01/2022, the City no longer has a commitment to continue with PEIP. The 2022 PEIP overall pool renewal is 9.0%. The City's renewal rate for single coverage increased 9.47% and 9.38% for family coverage on the Advantage H.S.A. Option plan, PEIP's high deductible health (HDHP) plan, which is the lowest cost plan offered to our group. The total premium rates are included in the on the last page of the PEIP renewal letter: see medical rates at the top of the page. (The City does not offer Dental or Life plans through PEIP.) During our 2-year commitment with PEIP, the City benefited by generally stable rate increases of 6.3% and 6.6%.

Since our 2-year commitment with PEIP was ending this year, Bill completed a Request for Proposals on behalf of the City for health insurance options from other carriers for 2022. Bill will review a summary of the most cost-effective proposals received from these carriers. Each of the alternative plans Bill will review is a HDHP. Given the significant increase in rates from PEIP, Bill and Staff will not be recommending approval of PEIP plans for 2022. Staff will be recommending that the Council consider the lowest-cost, alternative plan option, which offers a 12% decrease in premiums compared to our current rates. Each of the alternative plan options requires a 2-year commitment and includes a 2023 rate cap.

Staff will come back to the Council on October 26, at the regular Council meeting, to present 2022 plan and cost-share options for Council approval.

DENTAL INSURANCE:

The Delta Dental renewal came in at a 13.5% increase. Bill has negotiated a 4.0% rate increase on a 2-year renewal contract with Delta Dental. Bill will discuss the renewal in more detail at the meeting. Staff will bring in a cost sharing proposal to the Council for consideration on October 26th.

OPEN ENROLLMENT INFORMATION:

Staff will be requesting that the Council approve a cost-share option at the regularly scheduled Council meeting on October 26th. Employee Open Enrollment is planned for November 1-15. Employees will make their individual benefit elections on-line. Due to COVID-19, our benefit carriers will be available both virtually and by appointment for employees that desire additional information.

Adjourn

At 4:46, PM., Mayor Byrnes declared the work session adjourned.

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, October 12, 2021**

The regular meeting of the Common Council of the City of Marshall was held October 12, 2021, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Don Edblom, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Jim Marshall, Director of Public Safety; Quentin Brunsvold, Fire Chief; Dean Coudron, Public Ways Superintendent; Sheila Dubs, Human Resource Manager; Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator, and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

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

Consider approval of the minutes from a regular meeting held on September 28, 2021.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the minutes of the regular meeting held on September 28, 2021 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Request to Move Dwelling into Residential District from 401 Village Drive to 501 Brussels Court.

The house to be moved to 501 Brussels Court is currently located at 410 Village Drive. It is a two-story house over crawl space approximately 2,480 S.F. in footprint area, built in 1958. This house was inspected by Ray Henriksen, Building Official, and found to be in good condition suitable for moving. The entire house will be brought up to the new Building Code. The site at Brussels Court seems to be adequate.

The residential area where this house will be moved in has a covenant agreement, but this house seems to be generally in compliance with it. However, the city does not enforce covenant agreements. There are no other houses in the immediate vicinity of the proposed relocation lot except one recently moved in. According to the City Ordinance, the aesthetics, i.e., how the house fits into the locale to which it is being moved, is the main concern for the Council and a deciding factor for approval. The approval should be granted in case it is determined that the house does fit into the area. Since the issue for the Council is about appearance, staff does not render an opinion. Ordinance Sections 18-56 through 18-62 outline moving-in-town procedures.

At the September 28, 2021, meeting, the City Council called for a Public Hearing to be held on October 12, 2021, regarding this application.

Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator provided the background information on the agenda item.

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

Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to approve the request to move the dwelling. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Mosch Addition – 1) Public Hearing on Preliminary Plat; 2) Approval of Preliminary Plat; 3) Consider Resolution Adopting the Final Plat.

This property is listed for sale by owner Sandra Mosch. To help facilitate a property sale, the owner wishes to move an existing lot line to better reflect intended parcel locations.

City Ordinance Sec. 66-31 Plat required states, “Whenever any subdivision of land is proposed, before any contract is made for the transfer of any part of such land, and before any permit for the erection of any structure in such proposed subdivision shall be granted, the subdivider, owner or an authorized agent shall apply for and secure approval of such proposed subdivision plat in accordance with the procedures set forth in this chapter.”

As defined by Sec. 66-1 Definitions, subdivision means the division of any parcel of land thereto shown as a unit or as contiguous units of record to which this chapter is applicable for the purpose of transfer of ownership or building development, whether future or immediate, or any division of land involving a new street or road regardless of parcel size or the number of parcels.

Because the land requested to be subdivided is not currently platted, City staff has requested that the property owner plat the property.

Copies of the proposed subdivision have been sent to the local utility companies for their review and comments.

The preliminary plat was presented at the Planning Commission meeting on September 22, 2021. Following discussion, Muchlinski made a motion, second by Knieff to recommend approval to City Council as requested, subject to review and recommendations of local utility companies. All voted in favor.

Director of Public Works/ City Engineer Jason Anderson provided the background information on the agenda item.

Motion made by Councilmember Meister, Seconded by Councilmember Edblom close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to approve the Preliminary Plat of Mosch Addition. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. **Carried. 7-0**

Motion made by Councilmember Edblom, Seconded by Councilmember Lozinski that the Council adopt RESOLUTION NUMBER 21-079, which is the Resolution Approving the Final Plat of Mosch Addition. Voting Yea:

Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. **Carried. 7-0**

Archer Daniels Midland Company: 1) Public Hearing regarding a business tax abatement request. 2) Consideration of Resolution Number 21-080, a resolution approving business tax abatement.

ADM is working to increase the production of native dry starch. New structures for storage silos, and loadout capabilities for rail loading will be built. In the background material, ADM has provided a full narrative of its project.

The amount of assistance being provided is \$30,492.80 over five years.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt Resolution Number 21-080, a resolution approving a business tax abatement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Snow Removal Services at Tall Grass Liquor and MERIT Center for the 2021/2022 through 2022/2023 Winter Seasons - Consider Award of Proposal.

Proposals were received for Snow Removal Services at Tall Grass Liquor and the MERIT Center on October 5, 2021. Two bids were received, one from Action Company, LLC of Marshall and one from D&G Excavating, Inc. of Marshall, Minnesota.

The bid from Action Company, LLC was in accordance with the bidding documents providing a total cost per occurrence (rate x hours). The bid from D&G Excavating, Inc. was not bid in accordance with the bidding documents, providing a total cost per snow season. These services will be funded from the Liquor Store Fund #609 and the MERIT Center Fund #455.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer that the Council award the proposal for Snow Removal Services at Tall Grass Liquor and MERIT Center to Action Company, LLC of Marshall, Minnesota for the 2021/2022 through 2022/2023 winter seasons at a rate of \$175.00 per occurrence for Tall Grass Liquor and a rate of \$450.00 per occurrence for the MERIT Center. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Arrival/Departure Building Roof Repair at the Airport - Consider Award of Proposal.

The roof of the Arrival/Departure Building is leaking in several locations. Quotes were received on October 6, 2021. The low quote was provided by Gag Sheet Metal, Inc. of New Ulm, Minnesota in the amount of \$37,200.

This project is not included in the 2021 budget. Though this is an unbudgeted project, the City has received grant funding through various federal actions for operation and maintenance of the airport on three different occasions. We have received \$69,000 in CARES Act funding, \$59,000 in ARPA funding, and \$23,000 in CRRSA

funding. These grant funds can be used to help operations and maintenance at the airport during the COVID-19 pandemic. The total project cost, including 5% contingencies and building permit fees, is \$39,600.00.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer that the Council award the Arrival/Departure roof repair to Gag Sheet Metal, Inc. of New Ulm, Minnesota, in the amount of \$37,200.00. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Project SWM-007: Independence Park Pond Forebay Expansion Project – Consider Resolution Accepting Bid (Awarding Contract).

This project consists of the excavation and expansion of the Independence Park Pond Forebay, arch culvert installation, riprap and landscaping rock placement, concrete trail replacement, and other miscellaneous work.

At the September 14, 2021 meeting, City Council authorized staff to advertise for bids.

On October 6, 2021, bids were received for the above-referenced project. The low bid was from Towne & Country Excavating, LLC of Garvin, Minnesota, in the amount of \$229,255.50.

The final engineer's estimate was approximately \$232,887.00. Based on the bid results, the estimated total project cost, including 5% allowance for contingencies and 16% for engineering and administrative costs, is \$279,233.20. City staff is proposing to fund the project entirely through the Surface Water Management Utility.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer that the Council adopt RESOLUTION NUMBER 21-081, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Towne & Country Excavating, LLC of Garvin, Minnesota, in the amount of \$229,255.50 for Project SWM-007: Independence Park Pond Forebay Expansion Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

Consider Approval of the Consent Agenda

Mayor Byrnes requested the item number 8, Memorandum of Understanding between the City of Marshall, Lyon County Sheriff's Office, and Western Mental Health Center be removed from the consent agenda at the request of the City Attorney.

Councilmember request that item number 13, Agreement for Hazardous Materials Response, be removed from the consent agenda for further discussion.

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

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

Approval for the State of Minnesota Joint Powers Agreement & Amendment to CJDN

Approval of the Marshall Police Department's participation in the Toward Zero Death (TZD) program and serve as the fiscal grant agent for partnering agencies.

Approval for a LG220 Application for Exempt Permit for SMSU Foundation for February 19, 2022.

Approval for the Wastewater Treatment Facilities Improvement Project - 1) Consider Application for Payment No. 27 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0276433 to Bolton & Menk, Inc.

Approval of the bills/project payments

Memorandum of Understanding between the City of Marshall, Lyon County Sheriff's Office, and Western Mental Health Center.

For many years, meetings and discussions have taken place between local law enforcement agencies, mental health facilities and our healthcare provider on how to respond to the growing concerns related to the increase in mental health cases and calls. In 2021, the Marshall Police Department had discussions with the Western Mental Health Center regarding the concept of what is called a "Co-Responder Program". The Co-Responder Program pairs law enforcement and behavior health specialists to respond to behavior health-related calls for service.

This concept will utilize the combined expertise of the police officer and the behavior health specialist to de-escalate situations and help link people with behavior health issues to appropriate services. Several goals identified for this program to achieve will be to: 1) prevent unnecessary incarceration or hospitalization of mentally ill individuals, 2) provide alternative care in the least restrictive environment 3) prevent duplication of mental health services and 4) facilitate the return of law enforcement units to patrol activities.

In August of 2021, we introduced the concept to our police department and identified an employee of Western Mental Health to lead the program. Officers have started to utilize the mental health professional and have seen how this service can link those in crisis to a long-term care plan.

The current funding for the Co-Responder program is through a state grant received by Western Mental Health. Regular meetings to evaluate the program will continue to occur between all agencies involved.

Included with the Agenda Item Report is the Co-Responder Program MEMORANDUM OF UNDERSTANDING between the City of Marshall, Lyon County Sheriff's Office, and Western Mental Health Center.

City Attorney Dennis Simpson requested that the document be reviewed by his office prior to approval.

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister Consider approval of the Co-Responder Memorandum of Understanding between the City of Marshall, Lyon County Sheriff's Office, and Western Mental Health Center pending review by the City Attorney. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Agreement for Hazardous Materials Response

Flint Hills Resources Pine Bend LLC is located at 901 North 7th Street in the City of Marshall. Flint Hills Resources owns and/or operates pipeline systems in many states that transports crude oil, refined petroleum

products, chemicals, and natural gas liquids. Each Flint Hills Resources facility is required to have a Facility Response Plan that is compliant with the Environmental Protection Agency's requirements.

Flint Hills Resources located in Marshall has partnered over the years with the Marshall Fire Department to be the first call in an emergency services response to the Marshall facility located with the City of Marshall.

This Agreement for Hazardous Materials Response Service strengthens the partnership between the City of Marshall and Flint Hills Resources and provides an opportunity to Flint Hills Resources to ensure the Marshall Fire Department is properly equipped and trained to respond to an unlikely event at their facility.

Councilmember Schafer

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve the Agreement for Hazardous Materials Response Service to the Flint Hills Resources Pine Bend LLC and the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Adoption of Ordinance Revision to Sec. 66-108(d)-Walkways.

The City Engineering Department has been committed to a minimum 5-FT sidewalk width for many years. It is the opinion of City staff that a 5-FT minimum width is much more comfortable for sidewalk users. The intent of changing this ordinance is to ensure that our City ordinance agrees with current Engineering Department principles.

This ordinance is geared toward new city subdivisions and development. By changing this ordinance, staff will have the authority to require 5-FT sidewalk on all new developments. City staff will not require 5-FT sidewalk if a property owner is replacing 4-FT sidewalk in an existing area with 4-FT sidewalk adjacent.

The ordinance revision was introduced at the City Council meeting on September 28, 2021.

Motion made by Councilmember Labat, Seconded by Councilmember Schafer that the Council adopt Ordinance No. 21-004, which amends Sec. 66-108(d) of the Subdivision Ordinance by increasing the minimum sidewalk width from 4 feet to 5 feet. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Proposal from TKDA for Predesign Study of the Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) at the Southwest Minnesota Regional Airport.

This study will provide the City of Marshall with the necessary justification and formulation to construct a SRE Maintenance Facility in the near term, and also a framework for future expansion to include firefighting and rescue facilities on the airport.

The study will provide the necessary next steps to determine funding eligibility and layout for the SRE Maintenance Facility, which is planned for design in 2022, and construction in 2023. This study is a required first step to identify funding sources and prove funding eligibility to FAA and MnDOT Aeronautics. The study may be eligible for reimbursement utilizing MML FAA entitlements along with the design work during 2022. TKDA will work with the FAA to include these costs in that design grant to the extent possible.

TKDA presented this proposal to the Airport Commission on October 5, 2021. The proposed cost of predesign services is \$35,000.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council authorize acceptance of the Proposal for Predesign Study of the Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) at the Southwest Minnesota Regional Airport with TKDA in the amount of \$35,000.00. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Passed. 6-1**

Consider approval of the Building Maintenance Staffing Proposal

Maintaining the current staffing (pre-City Hall renovation and pre-COVID) level that includes a Building Maintenance Supervisor, a Building Maintenance Worker, and three part-time Building Custodians results in an approximate budget impact of \$243,336.60, including wages and benefits.

The proposed staffing arrangement of a Building Maintenance Supervisor, two full-time Building Custodians, and one part-time Building Custodian results in an approximate budget impact of \$237,777.80, including wages and benefits.

The above figures were compiled using 2021 wages and benefits and assumed 2,080 work hours for full-time and five hours per week, or 1,300 hours for part-time employment.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski To approve the amended organizational chart and 2021 Wage Schedule. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

Consider approval of amendments to the Personnel Policy Manual

Staff will review the proposed amendments in detail at the City Council meeting. The Council Personnel Committee met on September 28, 2021, and unanimously recommended approval of the amendments.

Policies 1.8 and 1.9 were amended to comply with a new MN law. Governor Walz recently signed legislation into state law that strengthens workplace protections for new and expectant parents. The changes are legally effective on January 1, 2022; however, staff recommend the Council approve the changes to be effective immediately to help ensure the City is providing a positive and supportive working environment for new mothers. Modifications were needed related to reasonable accommodations for pregnant employees and reasonable break time for nursing mothers to comply with the new law.

Staff also completed a review of chapters 1-3 and are recommending a number of technical and other changes. Staff will review at the meeting.

Staff will continue to review the remaining chapters of the policy manual for legal compliance and other necessary technical changes. Future Personnel Committee meetings will be scheduled as these are completed and recommendations will be brought to the full Council for consideration.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer to approve amendments to the Personnel Policy Manual. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

MN DEED BDPI Notice and Request for Commerce Ind Park and MNNG Development

The City of Marshall received a Greater MN Business Development Public Infrastructure (BDPI) a grant award in 2017 for assistance in constructing and completing the construction of our business development park- Commerce Industrial Park. Since early 2020, the City of Marshall has been in communication with Minnesota National Guard officials regarding future needs of a National Guard Readiness Center. After careful review and consideration by the city and the MN National Guard, interest in a 15-acre site contained in our Commerce Industrial Park is of priority by the MN National Guard for the future development.

Enclosed with this agenda item is a letter which would serve as official notice per Minnesota Statutes 116J.431 Subd. 2. (b) and request for approval so that the City can pursue this development further with the MN National Guard. We have included for additional information a map of the proposed area and the number of acres that would fall below the threshold of 15 percent of the total development.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski Approve Notice and Request for Approval to MN DEED for Use by MNNG. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Commission/Board Liaison Reports

Byrnes Fire Relief Association met and reviewed the quarterly numbers. The fund remains healthy.

Schafer Airport Commission met and acted on the items brought to the Council meeting.

Meister No Report

Edblom No Report

DeCramer Diversity, Equity, and Inclusion commission met and review recent events and will begin working towards a community facilitated event.

Labat Library Board met and discussed a safety issue with parents using the parking lot to pick up children from the middle school. Member Labat also commented on an open position for the Library Board.

Lozinski No Report

Councilmember Individual Items

None

City Administrator

City Administrator Sharon Hanson discussed an interview she and the Mayor participated in with Architecture Minnesota Magazine, the publication should be release in February. Administrator Hanson discussed the low attendance at the Fire Department open house.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson provided an update on ongoing construction projects within the City including a road closure, gravel placement along Skunk Hollow, Independence Park concrete trails. Anderson also commented that camera has been placed by USGS near the river gage.

City Attorney

No Report

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Conduct a closed session pursuant to Minnesota Statutes, section 13D.05, subdivision 3(b) to engage in an attorney-client privileged discussion with the City's attorneys regarding pending litigation at Broadmoor Valley Mobile Home Park.

At 6:48 PM., Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer adjourn to closed session. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

At 7:36 PM the City Council adjourned from Closed Session.

Adjourn

At 7:36 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Mayor

Attest:

City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 26, 2021
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Consider Award of Bids for Rock Salt for Street Department.
Background Information:	Proposals were received for 250 ton of #7 rock salt for the Street Department on October 19, 2021. Four bids were received as shown on the attached bid tabulation. The low bid was received from Mills & Miller, Inc. of Brandon, South Dakota, in the amount of \$81.50/ton for a total of \$20,375.00.
Fiscal Impact:	The 2021 Street Department budget included \$45,000 for the purchase of winter road salt and \$8,500 for winter sand. Due to a mild winter last year, the Street Department does not require an order of sand and the salt quote was reduced from 500 ton to 250 ton.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council award the bid for 250 ton of #7 Rock Salt for the Street Department to Mills & Miller, Inc. of Brandon, South Dakota, in the amount of \$81.50/ton for a total of \$20,375.00.

#7 Rock Salt - 250 Ton

Bid form mailed on September 30, 2021
Bid to be returned by October 19, 2021
City Council Award October 26, 2021
Notification of bid by October 29, 2021
Delivery of items: Beginning November 8 - Done by November 30, 2021

Bid Returned	Bidder	Price Per Ton	Total Price
	Action Companies, LLC		
	Johnson Feed, Inc.	\$130.00	\$32,500.00
X	Cargill Salt		
	Mills & Miller, Inc.	\$81.50	\$20,375.00
	BlackStrap, Inc	\$84.50	\$21,125.00
	Independent Salt Company		
X	Hutchinson Salt Company		
X	Compass Minerals <small>North American Salt Co.</small>		
	Central Salt LLC	\$85.13	\$21,282.50
X	Morton Salt		
	Holicky Bros., Inc	\$99.75	\$24,937.50
	Double D Gravel, Inc.		
	SaltXchange		

10-05-11 - \$62.00 – Johnson Feed	10-10-16 - \$68.00 - Johnson Feed	10-19-21 - \$ 81.50 – Mills & Miller
11-13-12 - \$62.00 – Johnson Feed	10-02-17 - \$68.40 – Black Strap Inc.	
11-06-13 - \$71.09 – Cargill Salt	10-02-18 - \$81.18 – Black Strap Inc.	
09-30-14 - \$80.00 – Johnson Feed	10-02-19 - \$82.00 – Mills & Miller	
09-30-15 - \$70.00 – Mills & Miller	09-22-20 - \$75.48 – Black Strap Inc.	

Compass Minerals America, Inc. Attn: Katie 9900 West 109 th St. Overland Park, KS 66210 913-344-9346 or 800-323-1641 highwaygroup@compassminerals.com	Lori Young Central Salt LLC Lyons Mine Office 1420 State Highway 14 Lyon, KS 67554 Results only to: bprocopio@centralsalt.com 620-257-5626 or 800-879-7258 Fax: 620-257-5052	Christopher Tully Independent Salt Company P.O. Box 36 Kanopolis, KS 67454 1-785-472-4421 1-800-472-7258
Deseree Caver Cargill, Inc Salt, Road Safety 24950 Country Club Blvd, Suite 450 North Olmsted, OH 44070-5333 1-800-600-7258 1-440-716-0763	Andy Bingham Hutchinson Salt Co., Inc. 136 West 12 th Street Baxter Springs, KS 66713 620-856-3332 Ex 2 Fax: 620-856-3663	Renee Miller Mills and Miller, Inc. 406 N 9 th St. Brandon, SD 57005 1-605-360-9485 Renee@millsandmillerinc.com
Mitchell Johnson Johnson Feed, Inc. 305 W Industrial Road Canton, SD 57013 1-605-764-7373	BIDS.MORTONSALT.COM Deicing Department Morton Salt, Inc. 444 West Lake Street Chicago, IL 60606 312-343-3248 – Debbie bids@mortonsalt.com Ordering – 1-888-231-2563	Mr. Dean Holicky Holicky Brothers PO Box 37 LeCenter, MN 56057 0037 dean.holicky@holickybros.com Or Dan Holicky 507-357-6970 ex 1 507-357-6022 (fax)
Double D Gravel, Inc. 868 181 st Street Pipestone, MN 56164 507-825-5552	Ted Hughes BlackStrap, Inc. 760 E Highway 275 PO Box 258 Neligh, NE 68756 402-887-5658 / 402-887-5659(Fax) ted@blackstrapinc.com	Mr. Steve Kaar SaltXchange PO Box 1177 Lake Zurich, IL 60047
Action Companies, LLC 301 S Highway 23 Marshall, MN 56258 507-829-3229 chris@yourwaytofun.com		

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Request of Prairie Home Hospice & Community Care for the Light Up The Night Parade on Friday, November 26, 2021.
Background Information:	<p>The City has received the attached request from Prairie Home Hospice & Community Care for street closure on Main Street (US 59) from North 6th Street to East Southview Drive from 5:00 pm-7:30 pm for the Light Up The Night Parade to be held on Friday, November 26, 2021.</p> <p>The parade will start at North 5th Street (Wooden Nickel corner) and proceed down Main Street (US59) to East Lyon Street and then down East Lyon Street toward Independence Park ending at Parkside Elementary.</p> <p>A copy of the parade route/detour map is attached.</p> <p>Upon approval of the City Council, the request will be forwarded to Mn/DOT for their approval of the State permit.</p>
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the Light Up The Night Parade to be held on Friday, November 26, 2021, subject to Mn/DOT approval of detour and issuance of permit.



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

Applicant Name: Prairie Home Hospice and Community Care

Applicant Address: 408 East main Suite 8 Marshall, MN

Contact Person: Tara Plante Phone/Cell#: 507 530 4340

Address of Request: Main Street / Lyon Street

Reason for Request: Light up the Night Parade

Start Date of Request: November 26, 2021 Start Time: 5:00 am/pm

End Date of Request: November 26, 2021 End Time: 7:30 am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): Main Street (Hwy 59) From South 6th St (Marshall/Independent) to Lyon Street and down Lyon Street to Independence Park (end @ Parkside Elementary)

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

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

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

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

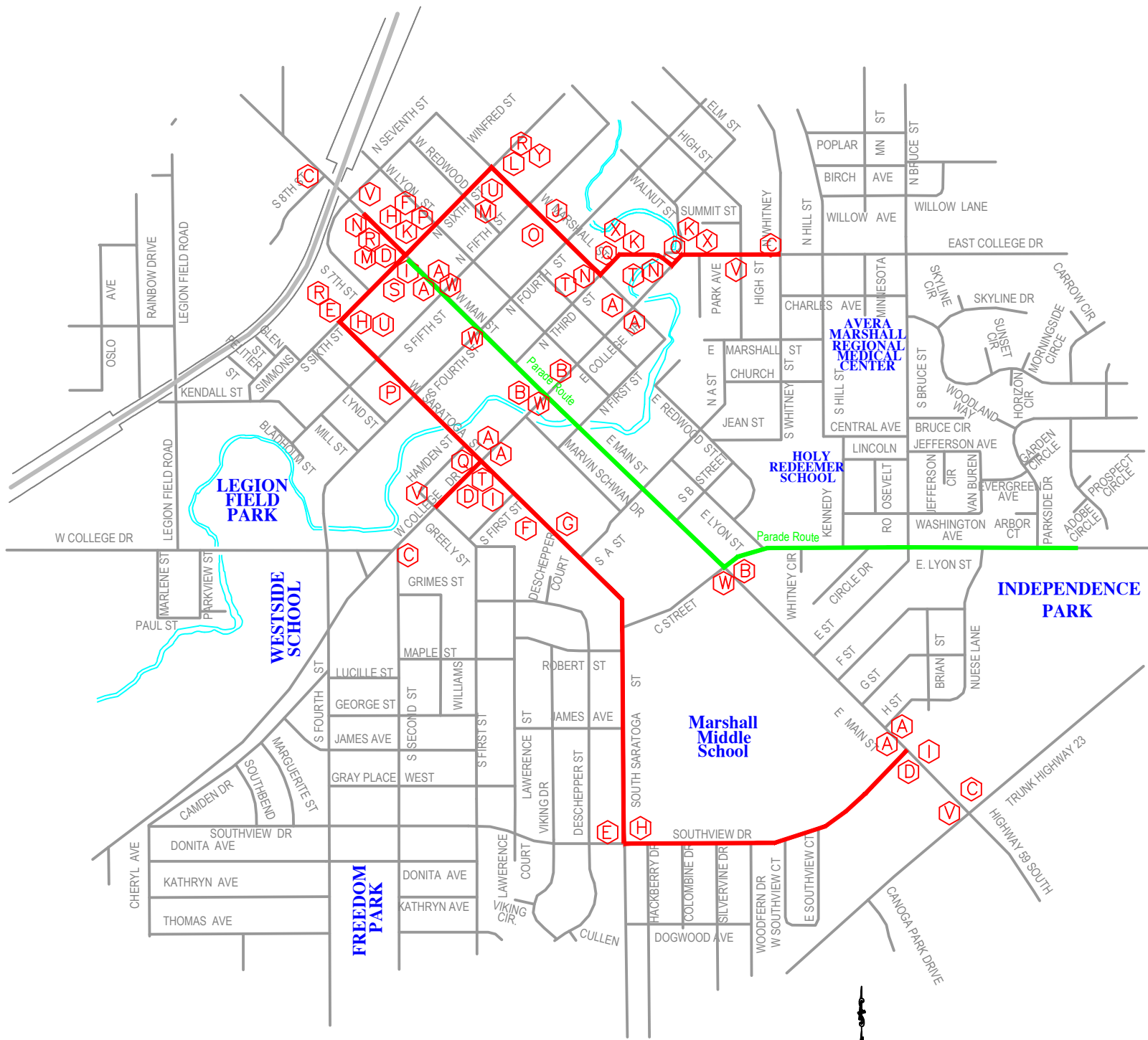
It is the responsibility of the Applicant to install and maintain the appropriate traffic control devices during the closure period. Traffic control devices shall be in conformance with the Minnesota Manual on Uniform Traffic Control Devices, MUTCD.

- If the event or private use area occurs within Mn/DOT right-of-way:
1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
 2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

10/10/21
Date

Tara Plante
Signature of Applicant

DETOUR SIGNING PLAN



Red Line: CITY OF MARSHALL DETOUR ROUTE
Green Line: PARADE ROUTE

**CITY OF MARSHALL
 LYON COUNTY
 MINNESOTA**

NOT TO SCALE

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

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

Item 3.



CITY ENGINEERS OFFICE
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

Light up the Night Parade

Detour Plan

DATE	REVISIONS
	DESCRIPTION

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

DATE _____ REGISTRATION NO. _____ 41557

DATE 5/23/2019	S.P. NO.
DRAWN BY G.J.S.	SHEET Page 19

	R11-2 G20-2		M4-8 M3-3 M1-4 M6-3		M4-8 M3-4a M1-5a M5-1a (RT)		M4-8 M3-4a M1-5a M6-3a		M4-8 M3-2a M1-5a M5-1a (RT)
FLASHERS NOT SHOWN									
	G20-2		M4-8 M3-1 M1-4 M6-3		M4-8 M3-4a M1-5a M5-1a (LT)		M4-8 M3-4a M1-5a M5-1a (RT)		M4-8a
FLASHERS NOT SHOWN									
	W20-2		M4-8 M3-1 M1-4 M5-1a (RT)		M4-8 M3-2a M1-5a M5-1a (RT)		M4-8 M3-4a M1-5a M5-1a (LT)		Police
*1500' FROM INT.									
	M4-8 M3-3 M1-4 M5-1 (RT)		M4-8 M3-1 M1-4 M5-1a (LT)		M4-8 M3-2a M1-5a M5-1a (LT)		M4-8 M3-2a M1-5a M6-3a		M4-8 M1-4 M5-1a (RT)
	M4-8 M3-3 M1-4 M5-1 (LT)		M4-8 M3-4a M1-5a M6-3a		M4-8 M3-2a M1-5a M6-3a		M4-8 M3-2a M1-5a M5-1a (LT)		M4-8 M1-4 M5-1a (LT)

SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
TYPE III BARRICADE		11	60"x48"	ORANGE ON WHITE	19
	R11-3	8	60"x30"	BLACK ON WHITE	
	W20-2	4	36"x36"	BLACK ON ORANGE	
	M1-4	16	24"x24"	BLACK ON WHITE	
	M1-5a	11	24"x24"	WHITE AND GOLD ON BLUE	
	M1-5a	14	24"x24"	WHITE AND GOLD ON BLUE	
	W20-100P	4	30"x24"	BLACK ON ORANGE	
	M3-1a	6	24"x24"	WHITE ON BLUE	
	M3-3a	7	24"x24"	WHITE ON BLUE	
	M3-2a	12	24"x24"	WHITE ON BLUE	
	M3-4a	13	24"x24"	WHITE ON BLUE	
	M5-1a RT.	18	21"x15"	WHITE ON BLUE	
	M5-1a LT.	15	21"x15"	WHITE ON BLUE	
	M6-3a	8	21"x15"	WHITE ON BLUE	
	M4-8	41	24"x12"	BLACK ON ORANGE	
	M4-8a	4	24"x18"	BLACK ON ORANGE	



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a Special Assessment Deferral for Hardship
Background Information:	<p>The City of Marshall Charter section 54.3 and Minn. Stat. §§ 435.193 through 435.195, senior citizens and retired disabled homeowners and a person who is a member of the Minnesota National Guard or other military reserve who is ordered into active military service may defer special assessments levied against homestead property owned by the applicant if they meet the certain criteria.</p> <p>Mary A Hanson filed application to defer a special assessment in the amount of \$5,700 for her Homestead Property located at 615 S 4th Street, Marshall, MN 56258 (27-567001-0).</p> <p>After review of the application, it has been determined that all criteria under the Marshall Charter and Minn. Statues have been met.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve a Special Assessment Deferral for Hardship

LEGAL NOTICE
NOTICE OF DEFERRED SPECIAL ASSESSMENT

Notice is hereby given that the City of Marshall, Minnesota, did at its regular City Council Meeting on October 26, 2021 considered the application submitted by Mary A Hanson for the deferral of a special assessment pursuant to Minnesota Statutes 435.193 through 435.195, which assessment was in the original amount of \$5,700 for S 4th Street Reconstruction Project which includes sanitary sewer, watermain, storm sewer, driveway, sidewalk street and miscellaneous that benefited the following described real estate, to-wit:

Lot 1 &2, Block 1 EX E 15' LOT, Neilsen Second Addition to the City of Marshall, MN
(615 South 4th Street; Parcel Number 27-567001-0)

The City Council, after considering said application, did grant a deferral of said special assessment in the amount of \$5,700 pursuant to Minnesota Statutes 435.193 through 435.195 under the following conditions.

That the deferment of said payment of special assessments shall terminate and all amounts accumulated plus interest at the rate of 2.84% per annum from January 1, 2021, on said assessment of \$5,700 shall become due upon the occurrence of any of the following events:

- The death of the owner (if the surviving spouse is not eligible for the deferment)
- The sale, transfer, or subdivision of any part of the property
- The loss of homestead status of the property
- A determination by the City Council that requiring immediate or partial payment would no longer impose a hardship
- No longer in active military status as defined by Minnesota Statute 190.05, subdivision 5b or 5c

Dated this 26th day of October 2021

CITY OF MARSHALL

ATTESTED

By: _____
Mayor

By: _____
City Clerk

STATE OF MINNESOTA
COUNTY OF LYON

The foregoing instrument was acknowledged before me this 26th day of October 2021 by Mayor Robert J. Byrnes and City Clerk Kyle Box respectively of the City of Marshall, Minnesota a municipal corporation under the laws of Minnesota, on behalf of the municipality.

Notary Public

My Commission Expires:

This document was drafted by:
Annette Storm
Director of Administrative Services
City of Marshall
344 W Main Street
Marshall, MN 56258

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Resolution Authorizing the Creation of Internal Service Fund 701 and the Transfer of Funds From Capital Fund 401 to Internal Service Fund 701
Background Information:	<p>On September 14th the council authorized a fleet management program with Enterprise Fleet Management. After discussion with our auditors on the new program, it was determined an internal service fund would need to be created to account for the program.</p> <p>For a new fund to be established, council must approve the creation of the new fund. Since lease payments will begin prior to next year’s tax settlement, startup funding needs to be transferred to ensure cash flow of future payments. The amount that was allocated to the 2021 budget for capital purchases of vehicles would be a sufficient start to the program in the amount of \$183,000 since those vehicles will now be apart of the fleet program.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve Resolution Authorizing the Creation of Internal Service Fund 701 and the Transfer of Funds From Capital Fund 401 to Internal Service Fund 701

RESOLUTION NUMBER 21-084

RESOLUTION AUTHORIZING THE CREATION OF INTERNAL SERVICE FUND 701 AND
THE TRANSFER OF FUNDS FROM CAPITAL FUND 401 TO INTERNAL SERVICE FUND
701

WHEREAS, proprietary funds are used to account for the city's organizations and activities that are similar to those in the private sector. Proprietary funds include Enterprise funds and Internal service funds; and

WHEREAS, on September 14, 2021, the council entered into a fleet management program with Enterprise Fleet Management; and

WHEREAS, an Internal service fund needs to be created to manage this program internally; and

WHEREAS, included in the capital budget for 2021 was approximately 183,000 allocated to vehicles that are included in the new fleet management program; and

WHEREAS, internal service fund 701 needs start up funds to ensure lease payments can be made prior to 2022 levy funds being available.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Marshall authorizes that Internal service fund 701 be created for the fleet management program with Enterprise Fleet Management.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Marshall authorizes the transfer of funds from the capital fund 401 to the Internal Service Fund 701 in the amount of \$183,000.

Passed and adopted by the City Council this 26th day of October 2021.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

Kyle Box
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider LG220 Application for Exempt Permit for Shades of the Past.
Background Information:	This LG220 application of Exempt Permit is for Shades of the Past to hold a raffle on June 4, 2022 at Running’s Store, 1101 East Main Street, Marshall, Minnesota
Fiscal Impact:	There is no City fee for this permit.
Alternative/ Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval for Shades of the Past to hold a raffle on June 4, 2022 at Running’s Store, 1101 East Main Street, Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

ORGANIZATION INFORMATION

Organization Name: Shades of the Past, Marshall, MN Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]
Mailing Address: PO Box 434
City: Marshall State: MN Zip: 56258 County: Lyon
Name of Chief Executive Officer (CEO): Jerry Haas
CEO Daytime Phone: 507-828-8209 CEO Email: haasjerry@yahoo.com
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): _____

NONPROFIT STATUS

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Running's Store
Physical Address (do not use P.O. box): 1101 East Main Street
Check one:
 City: Marshall Zip: 56258 County: Lyon
 Township: _____ Zip: _____ County: _____
Date(s) of activity (for raffles, indicate the date of the drawing): June 4, 2022
Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

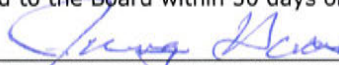
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selections may be borrowed from another organization authorized to conduct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

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: _____</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 10-6-21

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

Print Name: _____

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

Meeting Date:	Tuesday, October 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Request authorization to advertise for bids for Towing and Storage of vehicles.
Background Information:	The City of Marshall has a two year (2020-2021) contract with Pulver Motor Service to provide towing services for the hauling of vehicles at the request of the City of Marshall and further agrees to impound these vehicles after they have been hauled. This contract expires on December 31, 2021.
Fiscal Impact:	NA
Alternative/ Variations:	None Recommended
Recommendations:	that the City Clerk be authorized to advertise for bids for towing and storage of vehicles. These bids are to be received by 10:00 A.M. on November 18, 2021.

ADVERTISEMENT FOR BIDS
Marshall, Minnesota

The City of Marshall, Minnesota, will receive sealed bids at the City Clerk's Office in the Municipal Building at 344 West Main Street, Marshall, Minnesota until 10:00 A.M., on November 18, 2021 for City Designated Towing Services for a two (2) year period beginning on January 1, 2022.

All bids shall only be made on the forms of the city, which may be picked up at the City Clerk's office during normal business hours.

Bids shall be directed to the City Clerk's office and securely sealed. The City Council reserves the right to reject any or all bids, and to waive any informality in the bidding.

Bids shall be considered by the City Council at 5:30 P.M. on November 23, 2021 at City Hall, 344 West Main Street.

Dated this 30th day of October, 2021.

Kyle Box
City Clerk

**BID PROPOSAL FORM
FOR
CITY DESIGNATED TOWING SERVICES**

TO THE CITY OF MARSHALL, MINNEOSTA

I/We _____
(Firm Name)

1. The undersigned bidder hereby proposes and agrees to enter into an agreement with the City of Marshall for the towing and storage/ impoundment of motor vehicles as described in City Ordinance 74-63 for a two (2) year period beginning January 1, 2022 and ending December 31, 2023.
2. Bidder agrees to supply and include all necessary labor, equipment, materials, winching, towing vehicle, flatbed, rollback, etc., to be used in the computation of their proposed "price per vehicle tow charge." The price per vehicle for towing shall reflect towing costs for any type of vehicle, to include, but not limited to autos, vans, SUVs, and pick-up trucks.
3. Bidder agrees to keep impounded vehicles in storage and the City agrees to pay the proposed daily storage rate for up to a maximum period of twenty-one (21) days. Following this time period, if the vehicle has been categorized as abandoned by the Public Safety Department, the bidder agrees to keep the vehicle in storage (at bidders' expense) until they are placed on the State's vehicle auction at no additional cost to the City.
4. The City shall utilize an annual estimate of 75 vehicle tows and a total of 240 days of daily storage (outside rate/day) to compute the lowest, responsible total bid.
5. It is assumed that all bidders responding to this bid request have received and have provided to the City Clerk's Office all of the required information to be eligible for a towing contract with the City of Marshall for 2022 and 2023. The City of Marshall reserves the right to withdraw their award of bid for "City Designated Towing Service" of the bidder is determined to be in non-compliance with the City's towing contract requirements.

TOWING FEE

A. The proposed "price per vehicle tow" to be charged by the bidder for 2022 and 2023 shall be: _____ / vehicle tow.

STORAGE FEES

- B. The proposed daily rate for storage of vehicles for 2022 and 2023 shall be:
- Per Day Outside _____
 - *(All storage shall be outside unless requested otherwise by the Public Safety Department)*
 - Per Day Inside _____

The undersigned agrees as follows:

- (1) Within 10 days after the contract is awarded, to execute a contract and deliver it to the City of Marshall.
- (2) That this bid cannot be withdrawn for a period of 30 days after the scheduled time for receipt of bids.
- (3) That the City may accept or reject all bids and waive any informality in the bidding.
- (4) That I have read and agreed to all of the bid requirements prior to submission of my bid.

FIRM NAME: _____

BY: _____

ADDRESS: _____

DATE: _____

ARTICLE III. VEHICLE TOWING AND IMPOUNDMENT

DIVISION 1. GENERALLY

Secs. 74-46—74-60. Reserved.

DIVISION 2. TOWING ON ORDER OF POLICE

Sec. 74-61. Purpose and intent of division.

This division is enacted to promote the health, safety and general welfare of the inhabitants of the city by regulating the towing and storage of motor vehicles that have been ordered towed and stored by the city police department.

(Code 1976, § 6.42(1)(A))

Sec. 74-62. Scope of division.

The towing and storage of motor vehicles at the request of the city police, within the city, shall be in conformity with the provisions of this division.

(Code 1976, § 6.42(2))

Sec. 74-63. Contracting for towing/storage services.

Operator requirements. The city shall contract for police requested towing and storage of motor vehicles services only upon the following conditions:

- (1) *Availability of facility.* The towing and storage facility shall be available upon the request of the city police department at all times on every day of the year.
- (2) *Outside and inside storage.* The storage facility shall include outside storage and inside storage. The outside storage shall be for at least 30 cars and shall be surrounded by a six-foot high fence, and shall be secured and locked at all times. The inside storage shall be for at least six cars. Any storage facility under this division shall be located within a distance of no more than one-half mile of the city limits.
- (3) *Insurance provisions.* The towing operator must carry, at his own expense, premises, general liability, automobile combined single limit and garage keepers' liability insurance with an approved reliable insurance company licensed to do business in the state, and which insurance shall include the city as an additional named insured and contain coverage in amounts of not less than the following: general liability coverage, \$1,000,000.00; automobile combined single limit coverage \$500,000.00; and \$50,000.00 garage keepers' insurance. The operator shall furnish and file with the city clerk a policy or a certificate of such insurance of the insurer which shall contain a clause providing for a ten-day notice to the city before cancellation. If any policy of insurance required in this subsection is cancelled, the towing operator before the date of cancellation shall furnish and file a similar new certificate. Failure to

comply with the provisions of this subsection shall automatically suspend the agreement as of the date of the cessation of any such insurance coverage. Insurance provisions shall apply and are effective after January 1, 2014.

- (4) *Impounding, towing and release.* The operator shall take immediate possession of any vehicle duly ordered impounded and ticketed for any traffic or parking violation and shall tow such vehicle to the car pound. No such vehicle shall thereafter be released without authorization by the director of public safety or other duly authorized city official.
- (5) *Storage of impounded vehicles.* Any vehicle directed to be towed and impounded as provided in this section, from the time it is taken possession of by the operator to the owner as provided in this section, shall be considered to be in the custody of the law, and no work shall be done thereon, except the impounding and storage of such vehicle, of the employee or the agent until such car has been released to the owner. All such cars, when ordered released by the city police department, shall be released to the owner by the operator without charge. The operator during the time the vehicle is impounded shall not permit the owner or any other person to take or remove from the vehicle any parts, or change or repair any parts.
- (6) *Release form.* At the time of return of the vehicle, the towing operator shall release the vehicle upon written copy of the release form by the police department. Of such two copies the city police department shall deliver one to the director of finance of the city.
- (7) *Rate regulation for towing and storage.* The towing operator shall set the towing and storage rates pursuant to a competitive bidding process. A two-year contract shall be awarded by the city to the lowest responsible bidder pursuant to city procedures. The city shall pay towing and storage fees pursuant to the contract entered into between the operator and city.
- (8) *Towing operator and employees.* Towing operators and employees must maintain proper licensure to operate motor vehicles in the state at all times throughout the terms of the contract to be awarded by the city. The towing operator shall sign the appropriate releases so as to authorize criminal background check as deemed necessary and appropriate by public service director. The city hereby reserves the right to reject a bid or rescind an agreement if criminal background check reveals relevant criminal offenses which would reflect negatively upon the towing operator's ability to provide appropriate towing service for the city. For example, if towing operator is convicted of vehicle theft charge, or theft by swindle, or other fraud conviction, city reserves the right to reject bids or rescind agreement.

(Ord. No. 647, § 1, 12-27-2011; Ord. No. 723 2nd Series, § 1, 8-8-2017)

Editor's note(s)—Ord. No. 647, § 1, adopted December 27, 2011, amended section 74-63 in its entirety to read as herein set out. Formerly, section 74-63 pertained to the licensing of tow trucks and derived from the Code of 1976, § 6.42(3)—(6).

Cross reference(s)—Business licenses, § 22-21 et seq.

Sec. 74-64. Notice of impoundment to owner.

The department of public safety shall give notice of the impounding of any such vehicle to the owner thereof, as shown upon or in records of the state motor vehicle department of the secretary of state, by telephone immediately upon the receipt of notice of such impounding, if possible, and if it is not possible, shall notify such owner by certified mail, addressed as indicated in the records of the state department of motor vehicles, within 72 hours after receipt of such notice.

(Code 1976, § 6.42(7))

Sec. 74-65. Impoundment and sale.

After any motor vehicle has been towed and stored and unclaimed for a period of three weeks, the city clerk may immediately proceed to have a sale of such vehicle in the same process as abandoned vehicles under Minn. Stat. ch. 168B.

(Code 1976, § 6.42(8); Ord. No. 723 2nd Series, § 1, 8-8-2017)

Secs. 74-66—74-85. Reserved.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 26, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 10/15/2021 - 10/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	10/15/2021	EFT	0.00	2,039.80	7921
4193	A & C EXCAVATING	10/15/2021	Regular	0.00	62,366.98	119945
5813	ACE HOME & HARDWARE	10/15/2021	EFT	0.00	73.32	7922
5813	ACE HOME & HARDWARE	10/25/2021	EFT	0.00	47.67	7968
6412	AG PLUS COOPERATIVE	10/15/2021	EFT	0.00	264.60	7923
0567	ALEX AIR APPARATUS INC	10/25/2021	EFT	0.00	162.00	7969
0578	AMAZON CAPITAL SERVICES	10/15/2021	EFT	0.00	443.87	7924
0578	AMAZON CAPITAL SERVICES	10/25/2021	EFT	0.00	191.88	7970
3761	AMERICAN BOTTLING CO.	10/22/2021	Regular	0.00	106.72	119978
0658	AP DESIGN	10/25/2021	EFT	0.00	724.00	7971
0630	ARCTIC GLACIER	10/15/2021	Regular	0.00	33.33	119946
0630	ARCTIC GLACIER	10/22/2021	Regular	0.00	107.85	119979
5447	ARTISAN BEER COMPANY	10/15/2021	Regular	0.00	259.15	119947
5447	ARTISAN BEER COMPANY	10/22/2021	Regular	0.00	1,217.70	119980
0656	AVERA MARSHALL REGIONAL MED CTR	10/22/2021	Regular	0.00	509.00	119981
4764	BCA TRAINING	10/22/2021	Regular	0.00	125.00	119982
6818	BEEK, JORDY	10/15/2021	EFT	0.00	593.63	7925
0688	BELLBOY CORPORATION	10/15/2021	EFT	0.00	4,381.56	7926
0689	BEND RITE FABRICATION INC	10/15/2021	Regular	0.00	57.47	119948
0689	BEND RITE FABRICATION INC	10/22/2021	Regular	0.00	173.18	119983
0699	BEVERAGE WHOLESALERS	10/15/2021	Regular	0.00	18,085.13	119949
0699	BEVERAGE WHOLESALERS	10/22/2021	Regular	0.00	25,448.12	119984
0724	BOLTON & MENK INC	10/15/2021	EFT	0.00	20,702.50	7927
0724	BOLTON & MENK INC	10/25/2021	EFT	0.00	8,599.50	7972
0726	BORCHS SPORTING GOODS	10/25/2021	EFT	0.00	1,216.00	7973
0018	BORDER STATES ELECTRIC SUPPLY	10/15/2021	EFT	0.00	238.98	7928
0018	BORDER STATES ELECTRIC SUPPLY	10/25/2021	EFT	0.00	141.10	7974
4457	BREAKTHRU BEVERAGE	10/15/2021	Regular	0.00	4,924.88	119950
4457	BREAKTHRU BEVERAGE	10/22/2021	Regular	0.00	4,683.59	119985
0774	BUREAU OF CRIMINAL APPREHENSION	10/15/2021	Regular	0.00	630.00	119951
6859	CAETANO, MARK	10/15/2021	Regular	0.00	8,500.00	119952
0799	CARLOS CREEK WINERY	10/15/2021	Regular	0.00	468.00	119953
0815	CATTOOR OIL COMPANY INC	10/15/2021	EFT	0.00	15.39	7929
0815	CATTOOR OIL COMPANY INC	10/25/2021	EFT	0.00	36.68	7975
0836	CHARTER COMMUNICATIONS	10/15/2021	EFT	0.00	114.47	7930
6692	CHRISTENSEN BROADCASTING LLC	10/15/2021	EFT	0.00	390.00	7931
5733	CLARITY TELECOM, LLC	10/15/2021	EFT	0.00	334.89	7932
5733	CLARITY TELECOM, LLC	10/25/2021	EFT	0.00	1,298.36	7976
0865	COLEMAN ELECTRIC COMPANY	10/15/2021	Regular	0.00	80.00	119954
0875	COMPUTER MAN INC	10/15/2021	EFT	0.00	2,333.50	7933
0934	D & G EXCAVATING INC	10/15/2021	EFT	0.00	8,792.00	7934
0934	D & G EXCAVATING INC	10/25/2021	EFT	0.00	361.21	7977
3819	DACOTAH PAPER CO	10/15/2021	EFT	0.00	475.53	7935
6862	DAHL, DANIEL	10/15/2021	EFT	0.00	558.63	7936
5731	DOLL DISTRIBUTING	10/15/2021	EFT	0.00	17,155.20	7937
5731	DOLL DISTRIBUTING	10/25/2021	EFT	0.00	12,921.56	7978
1020	DUIINCK BROS., INC.	10/15/2021	EFT	0.00	1,305.60	7938
1020	DUIINCK BROS., INC.	10/25/2021	EFT	0.00	407.20	7979
3566	ELECTRIC MOTOR CO	10/15/2021	EFT	0.00	217.99	7939
4753	ENTERPRISE LEASING CO	10/15/2021	EFT	0.00	147.71	7940
4753	ENTERPRISE LEASING CO	10/25/2021	EFT	0.00	237.08	7980
1090	FASTENAL COMPANY	10/15/2021	EFT	0.00	151.30	7941
1090	FASTENAL COMPANY	10/25/2021	EFT	0.00	74.87	7981
4805	FURTHER	10/15/2021	Bank Draft	0.00	10,832.33	DFT0001154

Council Check Report

Date Range: 10/15/2021 - 10/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4805	FURTHER	10/15/2021	Bank Draft	0.00	7,583.76	DFT0001159
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	10/15/2021	Regular	0.00	227.50	119955
1201	GRAINGER INC	10/25/2021	EFT	0.00	622.71	7982
1215	GREENWOOD NURSERY	10/15/2021	EFT	0.00	889.10	7942
1243	HARDWARE HANK	10/15/2021	EFT	0.00	10.99	7943
1243	HARDWARE HANK	10/25/2021	EFT	0.00	19.99	7983
1256	HAWKINS INC	10/15/2021	EFT	0.00	5,705.84	7944
1256	HAWKINS INC	10/25/2021	EFT	0.00	5,802.33	7984
6430	HEARTLAND ELECTRIC, INC	10/15/2021	Regular	0.00	93.22	119956
1271	HENLE PRINTING COMPANY	10/15/2021	EFT	0.00	618.08	7945
0435	HUBER, DORIS	10/15/2021	EFT	0.00	309.24	7946
1311	HYVEE FOOD STORES INC	10/15/2021	Regular	0.00	12.99	119957
1325	ICMA RETIREMENT TRUST #300877	10/15/2021	Regular	0.00	50.00	119977
1358	INTERNAL REVENUE SERVICE	10/15/2021	Bank Draft	0.00	25,889.34	DFT0001160
1358	INTERNAL REVENUE SERVICE	10/15/2021	Bank Draft	0.00	23,371.97	DFT0001161
1358	INTERNAL REVENUE SERVICE	10/15/2021	Bank Draft	0.00	7,942.32	DFT0001162
6540	INTERNATIONAL CHEMTEX, LLC	10/25/2021	EFT	0.00	976.97	7985
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/15/2021	Regular	0.00	17,017.39	119958
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/22/2021	Regular	0.00	5,893.97	119986
3653	LANGUAGE LINE SERVICES	10/15/2021	EFT	0.00	477.12	7947
6183	LEE, JERRED	10/25/2021	EFT	0.00	136.66	7986
1507	LOCHER BROTHERS INC	10/25/2021	EFT	0.00	2,807.85	7987
6323	LUTHER, ERIC	10/15/2021	EFT	0.00	82.28	7948
1531	LYON COUNTY AUDITOR-TREASURER	10/25/2021	EFT	0.00	21,375.59	7988
5577	LYON COUNTY HAZARDOUS WASTE FACILITY	10/15/2021	EFT	0.00	13.00	7949
1548	LYON COUNTY LANDFILL	10/25/2021	EFT	0.00	18.09	7989
1565	MACQUEEN EQUIPMENT INC.	10/15/2021	EFT	0.00	805.61	7950
6292	MADDEN, GALANTER, HANSEN, LLP	10/15/2021	EFT	0.00	36.00	7951
1575	MAILBOXES & PARCEL DEPOT	10/15/2021	EFT	0.00	31.87	7952
6860	MARSHALL GIRL'S VARSITY HOCKEY	10/15/2021	Regular	0.00	1,000.00	119960
1623	MARSHALL INDEPENDENT, INC	10/15/2021	Regular	0.00	8,199.43	119961
1633	MARSHALL MUNICIPAL UTILITIES	10/15/2021	EFT	0.00	402,260.95	7953
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	10/15/2021	EFT	0.00	450.16	7954
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	10/25/2021	EFT	0.00	489.18	7990
1637	MARSHALL PUBLIC SCHOOLS	10/25/2021	EFT	0.00	19,101.81	7991
1649	MARSHALL TRUCK SALVAGE INC.	10/15/2021	Regular	0.00	8.10	119963
4980	MENARDS INC	10/15/2021	Regular	0.00	72.85	119964
4980	MENARDS INC	10/22/2021	Regular	0.00	198.78	119988
6175	METROPOLITAN COMPOUNDS, INC	10/15/2021	Regular	0.00	574.00	119965
3669	MINNESOTA STATE RETIREMENT SYSTEM	10/15/2021	Bank Draft	0.00	7,767.74	DFT0001157
1839	MINNESOTA VALLEY TESTING LABS INC	10/25/2021	EFT	0.00	1,311.25	7992
1757	MN CHILD SUPPORT PAYMENT CENTER	10/15/2021	Bank Draft	0.00	356.25	DFT0001152
1757	MN CHILD SUPPORT PAYMENT CENTER	10/15/2021	Bank Draft	0.00	287.49	DFT0001153
0969	MN DEPT OF LABOR & INDUSTRY	10/15/2021	Regular	0.00	2,576.50	119966
1818	MN REVENUE	10/15/2021	Bank Draft	0.00	10,922.57	DFT0001163
1824	MN STATE FIRE CHIEFS ASSOCIATION	10/22/2021	Regular	0.00	39.50	119989
1864	MONTES ELECTRIC INC	10/15/2021	Regular	0.00	1,283.79	119967
1877	MOTION INDUSTRIES INC	10/15/2021	EFT	0.00	156.46	7955
1877	MOTION INDUSTRIES INC	10/25/2021	EFT	0.00	69.24	7993
1887	MTI DISTRIBUTING INC	10/15/2021	EFT	0.00	45.40	7956
1890	MUNICIPAL CODE CORPORATION	10/15/2021	EFT	0.00	950.00	7957
2512	NATIONWIDE RETIREMENT	10/15/2021	Bank Draft	0.00	200.00	DFT0001147
2513	NATIONWIDE RETIREMENT-FIRE	10/15/2021	Bank Draft	0.00	69.65	DFT0001148
1945	NORMS GTC	10/15/2021	Regular	0.00	14.58	119968
1945	NORMS GTC	10/22/2021	Regular	0.00	41.87	119990
1946	NORTH CENTRAL LABS	10/15/2021	EFT	0.00	85.34	7958
5891	ONE OFFICE SOLUTION	10/25/2021	EFT	0.00	134.50	7994
6864	ORAGNE CRUSH RUNNING CLUB	10/22/2021	Regular	0.00	427.50	119991
2019	PAUSTIS WINE COMPANY	10/15/2021	Regular	0.00	11,774.58	119969
2019	PAUSTIS WINE COMPANY	10/22/2021	Regular	0.00	2,346.93	119992
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	10/25/2021	EFT	0.00	40.00	7995

Council Check Report

Date Range: 10/15/2021 - 10/26/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2028	PERA OF MINNESOTA REG	10/15/2021	Bank Draft	0.00	52,784.55	DFT0001155
2036	PHILLIPS WINE AND SPIRITS INC	10/15/2021	Regular	0.00	8,719.70	119970
2036	PHILLIPS WINE AND SPIRITS INC	10/22/2021	Regular	0.00	8,941.71	119993
2040	PIONEER	10/22/2021	Regular	0.00	1,848.00	119995
3557	POMP'S TIRE SERVICE, INC.	10/15/2021	EFT	0.00	29.68	7959
2064	POWERPLAN	10/22/2021	Regular	0.00	139.50	119996
6166	PULVER MOTOR SVC, LLC	10/25/2021	EFT	0.00	75.00	7996
2096	QUARNSTROM & DOERING, PA	10/15/2021	EFT	0.00	5,909.90	7960
5965	R&R SPECIALTIES OF WISCONSIN INC	10/25/2021	EFT	0.00	1,925.05	7997
3206	REINHART FOODS	10/15/2021	Regular	0.00	110.19	119972
5867	ROUND LAKE VINEYARDS & WINERY	10/15/2021	EFT	0.00	108.00	7961
6106	RUNHOLT, CAROLYN	10/15/2021	EFT	0.00	309.24	7962
2201	RUNNINGS SUPPLY INC	10/15/2021	EFT	0.00	9.99	7963
2201	RUNNINGS SUPPLY INC	10/25/2021	EFT	0.00	26.01	7998
2284	SIRCHIE	10/25/2021	EFT	0.00	224.09	7999
6735	SMALL LOT COOP, LLC	10/22/2021	Regular	0.00	1,646.04	119997
4855	SOUTHERN GLAZER'S OF MN	10/25/2021	EFT	0.00	15,127.99	8000
2309	SOUTHWEST COACHES INC	10/25/2021	EFT	0.00	2,312.00	8001
2311	SOUTHWEST GLASS CENTER	10/25/2021	EFT	0.00	646.76	8002
2318	SOUTHWEST SANITATION INC.	10/15/2021	EFT	0.00	3,256.12	7964
5922	SRF CONSULTING GROUP, INC.	10/15/2021	Regular	0.00	8,399.66	119973
2345	ST CROIX RECREATION FUNPLAYGROUNDS	10/15/2021	Regular	0.00	23,248.97	119974
4522	ST LOUIS MRO INC.	10/22/2021	Regular	0.00	49.00	119998
6861	ST PAUL, CITY OF	10/15/2021	Regular	0.00	1,000.00	119975
6800	STOCKWELL ENGINEERS	10/25/2021	EFT	0.00	19,320.00	8003
6427	SWALBOSKI, BRIAN	10/15/2021	EFT	0.00	786.83	7965
2428	TITAN MACHINERY	10/25/2021	EFT	0.00	48.10	8004
6156	TRUE BRANDS	10/25/2021	EFT	0.00	286.42	8005
5106	ULINE	10/15/2021	EFT	0.00	394.55	7966
3443	VALIC DEFERRED COMP	10/15/2021	Bank Draft	0.00	1,172.00	DFT0001149
3443	VALIC DEFERRED COMP	10/15/2021	Bank Draft	0.00	174.40	DFT0001150
3443	VALIC DEFERRED COMP	10/15/2021	Bank Draft	0.00	1,650.00	DFT0001151
4489	VERIZON WIRELESS	10/25/2021	EFT	0.00	400.12	8006
2538	VIKING COCA COLA BOTTLING COMPANY	10/15/2021	EFT	0.00	210.20	7967
2538	VIKING COCA COLA BOTTLING COMPANY	10/25/2021	EFT	0.00	391.05	8007
6085	VOYA - INVESTORS CHOICE	10/15/2021	Bank Draft	0.00	1,828.24	DFT0001158
5288	WEST CENTRAL COMMUNICATIONS, INC	10/25/2021	EFT	0.00	208.00	8008
2591	WESTERN PRINT GROUP	10/25/2021	EFT	0.00	2,008.00	8009
2605	WINE MERCHANTS	10/15/2021	Regular	0.00	819.37	119976
6379	WINEBOW	10/25/2021	EFT	0.00	1,168.25	8010

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	49	0.00	234,551.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	152,832.61
EFT's	177	90	0.00	608,164.54
	284	155	0.00	995,548.87

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	49	0.00	234,551.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	152,832.61
EFT's	177	90	0.00	608,164.54
	284	155	0.00	995,548.87

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	10/2021	995,548.87
			995,548.87

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS

10/26/2021

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00		14,074,300.00	4,099,265.87	6,918,924.06	2,889,023.43	140,476.90	26,609.74	99.81%
Z52	401-43100-55130	8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	Hisken Construction Inc.	185,250.15	(2,594.95)	182,655.20		182,655.20		-	-	100.00%
E22	630-49600-55130	9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00		190,000.00	150,483.00				39,517.00	79.20%
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	695,744.00	5,725,944.00		3,039,722.04	2,533,971.51	142,915.22	9,335.23	99.84%
Z75	476-43300-55170	4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	10,885.14	2,594,640.04		2,528,408.74	27,377.08	5,000.00	33,854.22	98.70%
Z76	476-43300-55170	5/26/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55	(7,706.25)	609,430.30		562,896.42	57,673.16	1,500.00	(12,639.28)	102.07%
Z77	630-49600-55170	6/23/2020	Legion Field Strom Water Improvements-Phase 1	Towne & Country Excavating LLC	277,943.00	(2,967.25)	274,975.75		257,658.64		2,602.61	14,714.50	94.65%
Z81	630-49600-55170	9/8/2020	MERIT Center Outfall Project	Towne & Country Excavating LLC	251,297.00	(9,637.00)	241,660.00			241,660.00	-	(0.00)	100.00%
Z82	479-43300-55170	2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	D & G Excavating Inc.	1,051,247.90	30,007.65	1,081,255.55			1,046,976.69	10,575.52	23,703.34	97.81%
Z51	495-43300-55170	2/23/2021	2021 Bituminous Overlay	Duininck, Inc	580,564.28	(160.00)	580,404.28			589,099.98	1,000.00	(9,695.70)	101.67%
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kkuechle Underground	849,244.50		849,244.50			779,179.36	41,009.44	29,055.70	96.58%
	479-42400-55120	2/23/2021	Fire Station Roofing	Gag Sheet Metal, Inc.	103,800.00	1,200.00	105,000.00			105,000.00	-	-	100.00%
Z50	101-43300-53425	3/9/2021	2021 Chip Sealing on Various City Streets	Asphalt Preservation Company Inc.	122,134.12	(12,821.07)	109,313.05			109,313.05		(0.00)	100.00%
B21	479-45200-55120	3/9/2021	Restroom Facility and Picnic Pavilion - Patriot Park	Bladholm Construction	188,886.00	12,348.00	201,234.00			201,234.00		-	100.00%
Z78	630-49600-55170	4/13/2021	Storm Structure Outfall Improvements	R & G Construction	49,358.10	(562.20)	48,795.90			48,795.90		-	100.00%
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	53,113.40	1,977,713.85			1,805,682.93	75,901.65	96,129.27	95.14%
Z80	602-49500-55170	5/11/2021	T.H. 23/Independence Park Sewer Realignment	D & G Excavating Inc.	189,448.50		189,448.50			169,989.44	8,946.81	10,512.25	94.45%
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10			62,366.98	3,282.47	310,009.65	17.48%
					<u>28,644,824.55</u>	<u>766,849.47</u>	<u>29,411,674.02</u>	<u>4,249,748.87</u>	<u>13,490,265.10</u>	<u>10,667,343.51</u>	<u>0.00</u>	<u>433,210.62</u>	<u>571,105.92</u>

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 26, 2021
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	REQUEST FOR CONDITIONAL USE PERMIT
Background Information:	<p>This request by the owner and Marshall Public Schools is for a conditional use permit to have a Career and Technical Education center. Career and Technical Education, or CTE, courses provide extended opportunities for participants to increase their knowledge of an identified field of interest and gain employability skills and some entry-level technical knowledge or skills. Classes taught at this center will focus on hands-on training and work readiness skills and will be mostly automotive and construction related: Welding, Auto Body, Auto Mechanics, Electrical, Plumbing, HVAC, and Certified Nursing Assistant (CNA). Students will be coming to this building for these classes but will be taught regular high school courses in other school buildings. There may be up to 50 to 60 students in this building at a time.</p> <p>This area is in an I-2 General Industrial District. Ordinance lists industrial training schools as a permitted use in this district. The use proposed by the School District seems to be similar to the permitted use and therefore eligible for a Conditional Use Permit as a use of the same general character as a permitted use. Definition of a principle use that determines zoning district placement and compliance includes a requirement to occupy at least 75 percent of the building; as the only class not related to construction and technical field, CNA class will be limited to not more than 25 percent of the students by one of the conditions. To limit traffic and other impact on surrounding area, the number of students is limited to 60 at a time and an adequate parking lot is required by additional conditions.</p> <p>The conditional use permit regulations are found in Section 86-46 https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV2COUSPE_S86-46ISPU</p> <p>At the Planning Commission meeting on October 13, 2021, after a public hearing, a motion was made by Fox, seconded by Schroeder, to recommend approval as recommended by city staff to City Council. ALL VOTED IN FAVOR.</p>
Fiscal Impact:	None known.
Alternative/Variations:	Deny the request.
Recommendations:	<p>Planning Commission recommends approval to the City Council of the request of Sandra K Mosch for a Conditional Use Permit for a Career and Technical Education Center as a use similar to a permitted use with the following conditions applied:</p> <ol style="list-style-type: none"> 1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with. 2. That the City reserves the right to revoke the Conditional Use Permit if any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3. That the property is maintained to conform to the Housing Code, Zoning Code, Building Code, and not cause or create negative impacts to adjacent existing or future properties. 4. That the property is updated to conform to the Building Code. 5. That no more than 60 students will be present at a time and no more than a quarter of them is involved in CNA course. 6. That paved parking will be provided as required by Ordinance.

CONDITIONAL USE PERMIT
City of Marshall, Minnesota

WHEREAS, the Planning Commission of the City of Marshall has held a Public Hearing for a Conditional Use Permit for a Career and Technical Education Center as a use similar to a permitted use at the location described as:

State of Minnesota, County of Lyon, City of Marshall
900 North Highway 59
Mosch Addition, Block 1, Lot 2

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

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

NOW, THEREFORE Be It Resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to Sandra K Mosch (applicant) for a Career and Technical Education Center as a use similar to a permitted use on the premises described herein subject to the following conditions:

1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the applicant with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.
3. That the property is maintained to conform to the Housing Code, Zoning Code, Building Code, and not cause or create negative impacts to adjacent existing or future properties.
4. That the property is updated to conform to the Building Code.
5. That no more than 60 students will be present at a time and no more than a quarter of them is involved in CNA course.
6. That paved parking will be provided as required by Ordinance.

ADOPTED October 26, 2021.

ATTEST:

Mayor

City Clerk

(SEAL)

File No. 1145

This Instrument Drafted By:
Jason R. Anderson, P.E.
Director of Public Works/Zoning Administrator



To: Ilya Gutman

From: Jeremy Williams 

Date: September 28, 2021

RE: Information on Proposed CTE Center at 900 Hwy 59 N

Marshall Public Schools is purchasing the property at 900 Hwy 59 N with plans to develop it to become our new CTE Center. Career and Technical Education, or CTE, courses provide extended opportunities for participants to increase their knowledge of an identified field of interest and gain employability skills and some entry-level technical knowledge or skills. Classes taught at this center will focus on hands-on training and work readiness skills.

Marshall Public Schools realizes the need to continue to look forward and expand on/improve upon our existing CTE programming; this location will give us the ability to do that as we offer additional opportunities for our students. We currently offer course at both Marshall High School and at our Alternative Learning Center, MATEC, in the agriculture, business, and industrial technology departments. While some current courses would be moved to the CTE center, new ones will be added as well, in particular in the areas of automotive repairs and mechanics and in the construction trades areas of electrical, plumbing, and HVAC. Courses we anticipate we'll offer at the center include:

- Certified Nursing Assistant (CNA)
- Welding
- Auto Body
- Auto Mechanics
- Electrical
- Plumbing
- HVAC
- Additional Medical Field Courses TBD

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 26, 2021
Category:	NEW BUSINESS
Type:	INFO
Subject:	Consider approval of 2022 Health Insurance with BCBS
Background Information:	<p>National Insurance Services (NIS) is our broker for health and dental insurances. Bill Chukuske was present at the Council worksession on October 12, 2021 and provided our PEIP renewal proposal as well as results of an RFP for alternative health insurance carriers for 2022. Bill is unable to attend the meeting on October 26; in his place, our NIS account manager, Mari Wagner, will be present to provide a brief overview of the PEIP renewal and the RFP results for alternative health insurance carriers.</p> <p>For 2022, the PEIP renewal proposal reflected a 9% increase. However, the City's 2-year commitment with PEIP expires on 12/31/2021; therefore, the City is not required to enter into this renewal. Staff are not recommending renewal with PEIP for 2022.</p> <p>NIS completed a Request for Proposals for health insurance options from alternative carriers for 2022. A summary of the lowest cost proposals received was presented at the worksession and is included in the attachments.</p> <p>A history of the City's premium renewal rates is also provided in the attachments.</p> <p>The lowest cost proposal was received by BCBS of Minnesota. The BCBS proposal provides a cost reduction in total premium, includes a 2nd year rate cap, and requires a 2-year commitment from the City. Staff are recommending the Council approve a 2-year commitment with BCBS of Minnesota for health insurance for 2022-2023.</p> <p>Included in the attachments are three cost-share options for 2022.</p> <p>The total savings to the City by fund is shown in the attachment. The projections are based on current plan selection by employees.</p>
Fiscal Impact:	Cost projections are estimated based upon current plan enrollment. The estimated 2022 cost decrease is \$176,992.06. See packet enclosure for a breakout by Fund.
Alternative/Variations:	To approve the alternative cost-share Option B or Option C with BCBS of MN.
Recommendations:	To approve the two-year Health Insurance Plan with BCBS of MN, cost-share Option A.



September 30, 2021

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

RE: January 1, 2022 PEIP Renewal for City Of Marshall

Dear Sheila:

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

The January 2022 PEIP renewal of 9.0% is higher than the previous 12 year's average of about 3.5%. Groups being slotted for the first time could be slightly higher or lower than this figure.

While this is higher than the 12 year pool average increase of about 3.6%, we are in the midst of very unique times. COVID has had a large impact on 2021 claims (procedures delayed from 2020). We have also seen some very expensive one-time prescription claims that have reached almost \$2 million dollars. We hope that 2022 will return to more normal claims usage and better renewals next year.

- The goal of the program is to pool all claims from all groups to spread risk over a very large member base. As in the past, groups renewing for the first time may see percentage changes different from the pool average if they are being placed in a premium tier for the first time (one-time event).
- Renewing groups that have experienced much higher claims or much lower claims than other groups in their premium tier for an extended period (3-4 years) may be moved up or down one tier level. Thus, a handful of groups may see rate changes above or below the pool average for the renewal. This will only affect a small number of groups.

As always, the PEIP underwriters will make any changes necessary to protect the financial stability of the pool.

History of PEIP Pool Renewals

July Group Average	January Group Average	<p>By combining all PEIP groups into one pool, the risk is spread over a large group of members (60,000 from 460 groups) , providing more stability of rates (historically below healthcare trends in Minnesota).</p>
July, 2010 = +8.0%		
July, 2011 = -6.6%		
July, 2012 = -3.3%	January, 2013 = +5.0%	
July, 2013 = +6.0%	January, 2014 = +.5%	
July, 2014 = +1.9%	January, 2015 = +2.4%	
July, 2015 = +2.0%	January, 2016 = +5.5%	
July, 2016 = +5.9%	January, 2017 = +3.5%	
July, 2017 = +1.3%	January, 2018 = +.2%	
July, 2018 = +.2%	January, 2019 = +2.5%	
July, 2019 = +3.7%	January, 2020 = +5.2%	
July, 2020 = +10.7%	January, 2021 = +9.7%	
July, 2021 = +7.0%	January, 2022 = +8.96%	
<p>Combined Pool Average = 3.6% *History includes all ACA taxes</p>		

Plan Changes for 2022

There are a few plan changes for 2022. We are happy to announce these positive changes.

1. 3D mammograms may be obtained as preventive care.
2. In addition to an annual routine eye visit (preventive with no copay or coinsurance) an office visit to an in-network eye care provider for eye injury or illness will be covered at the cost level of the member's primary care clinic without needing a referral.
3. Emergency room copayments have increased for cost levels 2 thru 4 but are excluded from the deductible in the High and Value plans.

The PEIP 2022 clinic directory will be available on the PEIP website by October 15, 2021. Please make sure members review their clinics for any cost level changes.

During open enrollment, your insurance eligible employees will have the opportunity to change health plans and carrier networks. Please have the open enrollment completed by November 19, 2021. Updated plan summaries and other enrollment information will be forwarded to you in a separate email. Forms can also be found on PEIP's website at www.innovomn.com. Retirees over age 65, individual Medicare Advantage and Cost policies are available. Please call Innovo Benefits Administration at 1-800-829-5601 or contact your plan administrator for more details or visit our website at www.innovomn.com.

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

All completed Enrollments and any changes to your group's eligibility requirements must be submitted to Innovo Benefits Administration, PEIP's administrator, by November 19, 2021 (please plan your open enrollment to meet that deadline).

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

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

Participation is automatically renewed for an additional two-year term unless the exclusive representative, or the employer for unrepresented employees gives the commissioner notice of withdrawal at least 30 days before expiration of the participation period.

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

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

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

Page 3

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

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

Sincerely,

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

Shawn Byrne
Manager

CC: Agent - Bill Chukuske

City Of Marshall
1/1/2022 Renewal Rates
Advantage Plans

In accordance with MN Stat.471.61, renewal rates for retirees who are under age 65 are blended with the rates for active employees. Eligible retirees currently on continuation are included in the rate structure.

2021 vs 2022 MEDICAL RATES

		<i>Current Rates</i>	<i>Renewal Rates 2022</i>
Advantage High Option	Single	\$1023.02	\$1118.94
	Family	\$2714.54	\$2967.30
Advantage Value Option	Single	\$920.58	\$1007.08
	Family	\$2441.14	\$2668.72
Advantage HSA Option	Single	\$718.32	\$786.36
	Family	\$1901.10	\$2079.40

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

2021 VS 2022 DENTAL RATES – PREVENTIVE PLAN (CLOSED TO NEW ENROLLMENT), if applicable

	Current	Renewal
Monthly Rate - Employer Pays 90% or More of Cost	\$11.72	\$11.72
	\$35.57	\$35.57
Monthly Rate - Employer Pays 50-89% Of Cost	\$12.76	\$12.76
	\$39.48	\$39.48

2021 VS 2022 DENTAL RATES – COMPREHENSIVE PLAN, if applicable

	Current	Renewal
Monthly Rate - Employer Pays 90% or More of Cost	\$40.16	\$40.16
	\$95.73	\$95.73
Monthly Rate - Employer Pays 50-89% Of Cost	\$44.43	\$44.43
	\$104.95	\$104.95

2022 LIFE RATES, if applicable

Basic Life/AD&D	\$.18/1,000	
Dependent Life	\$1.18	
Supplemental Life (Per Thousand)	<u>Age</u>	
	<35	\$.11
	35-39	\$.13
	40-44	\$.17
	45-49	\$.26
	50-54	\$.44
	55-59	\$.71
	60-64	\$.79
	65-69	\$1.49

City of Marshall History of Premium Rate Increases

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

Renewal	2022	+9%	PEIP Single is 9.47% increase PEIP Family is 9.38% increase
Proposed	2022	-12%	BCBS HDHP 12% decrease

City of Marshall 2022/2023 Health Plan Renewal Options

All bidders match current PEIP plan designs and networks without PCC referrals

All numbers are based on current enrollees as of August 2021

All numbers include Broker/Agent fee and all Administrative Fees

	PEIP	SWWC Coop	BCBS	Sourcewell Coop
2022 premium	\$ 2,033,141.00	\$ 1,849,220.00	\$ 1,636,068.00	\$ 1,742,982.00
% increase from 2021	9.40%	-0.50%	-12.00%	-6.20%
2023 rate cap	None	9.50%	11.00%	9.00%
Wellness incentive dollars	None	\$ 58,140.00	None	\$ 46,000.00

Savings using two year max cap and any incentive dollars factored in

2022	\$	183,921.00	\$	397,073.00	\$	290,159.00
2023 (Assuming 10% PEIP increase)	\$	211,560.00	\$	420,420.00	\$	247,726.00
Wellness dollars two years	\$	116,280.00	\$	-	\$	92,000.00
Total Potential Savings over two years	\$	511,761.00	\$	817,493.00	\$	629,885.00

2236455 PEIP
 2024895 SWWC
 1816035 BCBS
 1988729 Sourcewell

Provided by Bill Chukuske

10/5/2021

2022 Health Insurance Cost-Share Options

	(Current) 2021 PEIP		Recommended- Option A 2022 BCBS		Alternate-Option B 2022 BCBS		Alternate-Option C 2022 BCBS	
	Low Plan 1 - HSA/VEBA		\$2,000/\$4000 Deductible Non-Embedded HSA/VEBA		\$2,000/\$4000 Deductible Non-Embedded HSA/VEBA		\$2,000/\$4000 Deductible Non-Embedded HSA/VEBA	
	Single	Family	Single	Family	Single	Family	Single	Family
Monthly Premium	\$718.32	\$1,901.10	\$632.33	\$1,673.51	\$632.33	\$1,673.51	\$632.33	\$1,673.51
Employer Contribution	\$624.84	\$1,618.79	\$550.13	\$1,422.48	\$543.80	\$1,405.75	\$538.85	\$1,391.20
Employee Contribution	\$93.48	\$282.31	\$82.20	\$251.03	\$88.53	\$267.76	\$93.48	\$282.31
ER Annual Premium	\$7,498.08	\$19,425.48	\$6,601.53	\$17,069.80	\$6,525.65	\$16,868.98	\$6,466.20	\$16,694.40
EE Annual Premium	\$1,121.76	\$3,387.72	\$986.43	\$3,012.32	\$1,062.31	\$3,213.14	\$1,121.76	\$3,387.72
ER HSA/VEBA contribution	\$1,500.00	\$2,000.00	\$1,500.00	\$2,000.00	\$1,500.00	\$2,000.00	\$1,500.00	\$2,000.00
Total Annual ER contribution	\$8,998.08	\$21,425.48	\$8,101.53	\$19,069.80	\$8,025.65	\$18,868.98	\$7,966.20	\$18,694.40
Savings to Employer from 2021:			-\$896.55	-\$2,355.68	-\$972.43	-\$2,556.50	-\$1,031.88	-\$2,731.08

- Option A** Cost-sharing of premium rate decrease is consistent with prior approvals from the Council, dating back to 2015. Both the City and the Employees will realize a premium savings with this option---sharing equally in the total premium rate decrease percentage.
- Option B** Additional 1% increase in Employee premium cost-share over Option A. This option starts with the same cost-share model from above (Option A) and then adds an additional 1% of the total premium to the Employee's portion of the premium.
- Option C** No change in Employee premiums for 2022. This option provides the City with the full savings realized from the reduced premium. The premium for Employees will remain flat; that is, Employees will pay the same monthly premium in 2022 as paid in 2021 for the same plan (single or family).

2022 Health Insurance Cost Projections

Recommendation: Option A

Est. Total Employer cost \$ 1,453,043.54
2022 Total Estimated increase in Employer cost \$ (176,992.06)

Increase by Fund

General Fund	\$ (138,299.26)
EDA	\$ (2,355.68)
Red Baron	\$ (5,607.91)
Merit	\$ (2,355.68)
Waste Water	\$ (23,328.20)
Tall Grass Liquor	\$ (5,045.34)

Alternative Option: Option B

Est. Total Employer cost \$ 1,437,968.23
2022 Total Estimated increase in Employer cost \$ (192,067.37)

Increase by Fund

General Fund	\$ (150,080.97)
EDA	\$ (2,556.50)
Red Baron	\$ (6,085.43)
Merit	\$ (2,556.50)
Waste Water	\$ (25,314.17)
Tall Grass Liquor	\$ (5,473.80)

Alternative Option: Option C

Est. Total Employer cost \$ 1,425,019.20
2022 Total Estimated increase in Employer cost \$ (205,016.40)

Increase by Fund

General Fund	\$ (160,225.44)
EDA	\$ (2,731.08)
Red Baron	\$ (6,494.04)
Merit	\$ (2,731.08)
Waste Water	\$ (27,008.04)
Tall Grass Liquor	\$ (5,826.72)

\$2,000 Non-Embedded Deductible Aware Network
January 1, 2022

Coinsurance reflects member responsibility

	In network* MN Network: Aware National Network: BlueCard PPO	Out of network**
Calendar-year deductible The in- and out-of-network deductibles accumulate separately. No fourth quarter deductible carryover	Medical and pharmacy combined \$2,000 single \$4,000 family	Medical and pharmacy combined \$4,000 single \$8,000 family
Coinsurance Level – What the member pays	Deductible then 25% coinsurance	Deductible then 50% coinsurance
Calendar-year out-of-pocket maximum The in- and out-of-network out-of-pocket maximums accumulate separately. Non-covered charges and charges in excess of the allowed amount do not apply to the out-of-pocket maximum.	Medical and pharmacy combined \$3,000 single \$6,000 family	Medical and pharmacy combined \$6,000 single \$12,000 family
Benefit payment levels	Payment for participating network providers as described. Most payments are based on allowed amount.	If nonparticipating provider services are covered, you are responsible for the difference between the billed charges and allowed amount. Most payments are based on allowed amount.
Preventive care <ul style="list-style-type: none"> well-child care to age 6 prenatal care preventive medical evaluations age 6 and older cancer screening preventive hearing and vision exams immunizations and vaccinations 	0% 0% 0% 0% 0% 0%	0% 0% Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance
Omada® <ul style="list-style-type: none"> diabetes and cardiovascular disease prevention program 	0%	No coverage
Physician services <ul style="list-style-type: none"> e-visits* retail health clinic (office visit) physician office visits office and outpatient lab services office and outpatient lab diagnostic imaging allergy injections and serum Urgent Care professional services 	First 5 visits 0%, subsequent visits deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance	Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 25% coinsurance
Other professional services <ul style="list-style-type: none"> chiropractic manipulation (office visit) chiropractic therapy home health care physical therapy, occupational therapy, speech therapy (office visit) physical therapy, occupational therapy, speech therapy (therapy) 	Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance	Deductible then 50% coinsurance Deductible then 50% coinsurance No coverage Deductible then 50% coinsurance Deductible then 50% coinsurance
Hospital Inpatient services	Deductible then 25% coinsurance	Deductible then 50% coinsurance
Hospital Outpatient services <ul style="list-style-type: none"> facility lab services facility diagnostic imaging chemotherapy and radiation therapy scheduled outpatient surgery urgent care services (facility services) 	Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance	Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 25% coinsurance

	In network* MN Network: Aware National Network: BlueCard PPO	Out of network**
Emergency care • emergency room (facility charges) • professional charges • ambulance (medically necessary transport to the nearest facility equipped to treat the condition)		Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance
Durable Medical Equipment	Deductible then 25% coinsurance	Deductible then 50% coinsurance
Bariatric surgery	No coverage	No coverage
Assisted fertilization	No coverage	No coverage
Behavioral health (mental health and substance abuse services) • inpatient professional services • outpatient professional services (office visits) • outpatient hospital/facility services	Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance	Deductible then 50% coinsurance Deductible then 50% coinsurance Deductible then 50% coinsurance
Prescription drugs – Classic Network • retail (31-day limit) KeyRx drug list • Tier 1 • Tier 2 • Tier 3 • Tier 4 • 90dayRx – Mail order pharmacy (90-day limit) KeyRx drug list • Tier 1 • Tier 2 • Tier 3 • Tier 4 • 90dayRx – Retail pharmacy (90-day limit) KeyRx drug list • Tier 1 • Tier 2 • Tier 3 • Tier 4	Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance Deductible then 25% coinsurance	No coverage No coverage No coverage No coverage No coverage No coverage No coverage No coverage No coverage No coverage No coverage No coverage
	90dayRx applies to participating retail and/or mail service pharmacy only. Identified specialty drugs purchased through a specialty pharmacy network supplier are eligible for coverage (no coverage for specialty drugs purchased through a nonparticipating specialty pharmacy supplier). The patient will pay the difference if a brand-name drug is dispensed when a generic drug is available. The drug list uses a step therapy program. Sign in at bluecrossmnonline.com and select "Prescriptions," then see "frequently asked questions."	

Your out-of-pocket costs depend on the network status of your provider. To check status, call Blue Cross customer service or visit bluecrossmnonline.com.

***Lowest out-of-pocket costs:** in-network providers

Highest out-of-pocket costs: out-of-network **nonparticipating** providers (You are responsible for the difference between Blue Cross' allowed amount and the amount billed by nonparticipating providers. This is in addition to any applicable deductible, copay or coinsurance. Benefit payments are calculated on Blue Cross' allowed amount, which is typically lower than the amount billed by the provider.)

Non-embedded deductible – The plan begins paying benefits that require cost sharing when the entire family deductible is met. The deductible can be met by one or a combination of several family members. The individual deductible applies to single coverage only.

This is only a summary. Read your benefit booklet for more information about what is and isn't covered. Services that aren't covered include those that are cosmetic, investigative, not medically necessary or covered by workers' compensation or no-fault insurance.

For more information, visit bluecrossmnonline.com or call Blue Cross customer service at the number on the back of your member ID card.

The Omada program is from Omada Health, Inc., an independent company providing digital intensive behavioral counseling program.

*The inclusion of coverage for five no cost e-visits for HSA plans will be contingent upon the current HSA telehealth exception being extended or being made permanent through additional legislation. The current HSA telehealth exception in the CARES Act is set to expire on 12/31/2021.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 26, 2021
Category:	NEW BUSINESS
Type:	INFO
Subject:	Consider approval of a two-year renewal with Delta Dental for 2022-2023
Background Information:	<p>National Insurance Services (NIS) is our broker for health and dental insurances. Bill Chukuske was present at the Council worksession on October 12, 2021 and provided our Delta Dental renewal information. Bill is unable to attend the meeting on October 26; in his place, our NIS account manager, Mari Wagner, will be present to provide a brief overview of the renewal.</p> <p>For 2022-2023, the Delta Dental renewal reflects a 4% increase with a 2-year rate guarantee.</p> <p>Staff are recommending renewal with Delta Dental for 2022-2023 using the 80-20% cost share.</p> <p>The costs by fund in the background materials exclude retirees, Library, and Public Housing employees.</p>
Fiscal Impact:	<p>The estimated 2022 general fund cost increase is \$2,758.27. See attachment for a breakout by Fund. Cost projections are estimated based upon current plan enrollment.</p>
Alternative/Variations:	To approve the 2022 Delta Dental renewal alternative cost option reflecting a 75-25% cost-share. The estimated 2022 general fund cost decrease is \$1,722.96.
Recommendations:	To approve the 2022-23 Delta Dental renewal.



**REVISED RENEWAL CALCULATION
24 MONTH CONTRACT**

Group Name: City of Marshall
 Group Number: 310748
 Renewal Period: January 1, 2022 through December 31, 2023
 Experience Period: June 1, 2020 through May 31, 2021

Earned Premium \$130,419

Incurred Claims \$91,651

Estimated Unpaid Claim Liability*: \$23

* EUCL has already been added to the incurred claim total

Average Experience Period Enrollment:	Single	31
	Family	74
	Total	<hr/> 105

Trend Factor: 5.60%

Trend is calculated from the mid-point of the experience period to the midpoint of the renewal period.

Current Corporate Trend: 3.50%

Benefit Adjustment Factor (BAF): 0.00%

BAF is needed if any benefit changes are proposed for the upcoming contract period.

Covid Factor 19.64%

Calculated for each group individually based on pre-Covid usage

Projected Incurred Claims: \$115,792

Needed Increase: 14.90%

Proposed Increase: 4.00%

Rates:		Current	New
		<u>Rates</u>	<u>Rates</u>
	Single	\$46.12	\$47.96
	Family	\$128.16	\$133.28

Revised Renewal reflects decreasing the rates, effective January 1, 2022.

Delta Dental reserves the right to re-evaluate the rates/fees and restrict funding options if during the contract period:

* the number of enrolled employees deviates from the above enrollment by 10% or more

* any changes are made to the plan design, contractual benefits or networks that are utilized

This renewal is valid only if the contract is issued in the state of Minnesota.

Note: Our rates include all applicable taxes and fees.

78.64% Target Loss Ratio

2.00% Broker Commission

CRB

9/13/21

2022 Dental Insurance Cost-Share Options

	Current 80-20% Cost Share 2021 Delta Dental		Recommended--Option A 80-20% Cost Share 2022 Delta Dental		Alternative--Option B 75-25% Cost Share 2022 Delta Dental	
	Single	Family	Single	Family	Single	Family
	Delta Dental Premium cost (monthly)	\$46.12	\$128.16	\$47.96	\$133.28	\$47.96
ER contribution (monthly)	\$36.90	\$102.52	\$38.37	\$106.62	\$35.97	\$99.96
EE contribution (monthly)	\$9.22	\$25.64	\$9.59	\$26.66	\$11.99	\$33.32
ER annualized premium	\$442.80	\$1,230.24	\$460.42	\$1,279.49	\$431.64	\$1,199.52
EE annualized premium	\$110.64	\$307.68	\$115.10	\$319.87	\$143.88	\$399.84

2022 Dental Insurance Cost Projections

Recommendation:

Est. Total Employer cost	\$ 94,114.94	
2022 Total Estimated increase in Employer cost		<u>\$ 3,620.30</u>

Increase by Fund

General Fund	\$ 2,758.27
EDA	\$ 17.62
Red Baron	\$ 165.36
Merit	\$ 49.25
Waste Water	\$ 496.08
Tall Grass Liquor	\$ 133.73

Alternative Option:

Est. Total Employer cost	\$ 88,232.76	
2022 Total Estimated increase in Employer cost		<u>\$ (2,261.88)</u>

Increase by Fund

General Fund	\$ (1,722.96)
EDA	\$ (11.16)
Red Baron	\$ (103.32)
Merit	\$ (30.72)
Waste Water	\$ (309.96)
Tall Grass Liquor	\$ (83.76)



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Renew Lease Agreement with Enterprise Leasing Company at Southwest Minnesota Regional Airport.
Background Information:	<p>City staff has been in contact with Enterprise leasing staff for many months working toward resolution on a new lease agreement. The existing lease agreement has been expired since 2011 and needs replacement.</p> <p>To meet new company requirements, Enterprise requires an indoor vehicle detailing location for all-year vehicle cleaning and maintenance. To help accommodate this need, City staff has been allowing Enterprise to utilize the ‘wash bay’ space in the city maintenance building that is attached to the WPA hangar building.</p> <p>Long term, Enterprise requires this ‘wash bay’ area to be improved to meet company standards. This includes epoxy floor painting, mold-resistant wall board, improved lighting, and some additional outlet locations. To accommodate Enterprise’s needs, the City is proposing to install these improvements with our staff if Enterprise agrees to pay for the materials. Material costs are estimated at \$1,500.</p> <p>Included in the packet is a redlined copy of the proposed lease agreement with Enterprise. The Airport Commission reviewed the agreement and recommended approval to the City Council at their October 5, 2021 meeting. The proposed agreement identifies the new wash bay space for Enterprise use, it updates parking space locations for Enterprise use, and it includes new monthly rental rates for the next five years.</p>
Fiscal Impact:	The rental rates for the first 3 years reflect a similar rate that was paid in the old agreement. Enterprise has cited our small market and difficult rental vehicle market in recent years as reasons for maintaining a similar rental rate. The rental rate is scheduled to increase in both 2025 and 2026.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize the execution of the attached lease agreement with Enterprise Leasing Company of Eagan, Minnesota.

AIRPORT MOTOR VEHICLE RENTAL CONCESSION LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is executed in duplicate as of the ~~1st 16th~~ day of ~~October March 2006 2021~~, (the “Lease Date”) by and between the City of Marshall, Minnesota (“Landlord”), whose business address is 344 West Main Street, Marshall, Minnesota 56258, and Enterprise Leasing Company, a Minnesota Corporation, whose business address is ~~2775 Blue Waters Rd, Eagan, Minnesota 55121 7800 Highway 65 NE, Spring Lake Park, Minnesota 55432~~, authorized to do business in the State of Minnesota, hereinafter referred to as (“Tenant”).

RECITAL

Landlord is the owner of the Southwest Minnesota Regional Airport – Marshall/Ryan Field and operates a building commonly known as the Arrival/Departure Building (the “Facility”) located at 1650 West College Drive, Marshall, Minnesota 56258.

Tenant is engaged in the business of renting motor vehicles.

Landlord wishes to make motor vehicle rental available to its customers and invitees at the Facility and, to that end, wishes to have Tenant provide such motor vehicles and related rental services.

Landlord has offered to grant Tenant the right to occupy and use certain space in the Facility for the purpose of providing motor vehicle rental service and Tenant is willing to accept such occupancy, subject to and in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves, their successors and assigns as follows:

- Concession.** The Landlord does hereby grant to the Tenant and the Tenant hereby accepts from the Landlord, the non-exclusive right to operate a motor vehicle rental concession at the Facility for the purpose of offering motor vehicle rental facilities to the public under the covenants, conditions and provisions contained in this Lease.
- Term.** Subject to termination as otherwise provided in this Lease, the Initial T term of this Lease shall be for a period of sixty (60) months two terms, five the first term at 10 months and the second term at 1 (one) year. (5) years and one and one half (1-1/2) months. The Initial Term First term will, commencing on November 1, 2021 August November 15 March 1, 2021 2006 (the “Commencement Date”) and ending on October 31, 2026 July 31 December 31, 2026 11 (the “Expiration Date”), Second term will renew automatically at the end of the First term for an additional (1) year period, beginning January 1, 2022 and ending on December 31, 2022, unless ~~unless~~ canceled by either party upon written notice to the other party in accordance with Sections 17 and 18 of this Lease. All rentals described herein and depicted in

Exhibit "A" shall accrue from the commencement date above, the effective date of this Lease. ~~Lease rates, as depicted in Exhibit "A," may be adjusted by Landlord on January first of each year. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intent to adjust said rates.~~

3. **Non-exclusivity.** This concession shall not be construed to be an exclusive concession, and the Landlord shall have the right to deal with and perfect arrangements with any other individual, firm or corporation for engaging in similar activities at the Airport. The Landlord shall not, hereafter, grant to any other individual, firm or corporation, other than Tenant, a similar concession upon terms or conditions more favorable in any material respect than those herein granted Tenant.
4. **Office Space/Wash Bay/Parking Space Allocations.** The Tenant is allocated office space in the Facility as shown in the plan attached as Exhibit "B" and containing approximately one hundred fifty (150) square feet. The Tenant is allocated wash bay space in the City Maintenance Building as identified in Exhibit "C" and containing approximately six hundred twenty-five (625) square feet. The Tenant must coordinate wash bay use with the Public Ways Superintendent or his or her designee. In addition to said office ~~area~~ and wash bay area, the Landlord does hereby lease to Tenant ten (10) automobile parking spaces as shown on Exhibit "C". Rental automobiles shall be kept in this designated area and moved when needed in order to clear snow from or perform other maintenance on the parking lot. Tenant automobiles reserved for the next flight shall be allowed to be parked in Parking Lot B. No parking shall be allowed immediately in front of the Facility (except as posted) and no overnight parking shall be allowed in any other lot except the spaces leased herein. Parked automobiles awaiting customers shall not interfere with snow removal. Landlord agrees to permit Tenant, its agents, employees and invitees access to the Facility throughout the term of the agreement and the right to use all of the common area associated with the Facility (e.g. restrooms, sidewalks, access roads, parking areas, lounge and waiting areas, conference room) in the same manner as such areas are made available to and used by the employees and invitees of the Facility.
5. **Payment Dates.** Tenant shall pay Landlord, without notice to Tenant, monthly rent as depicted in Exhibit "A" on or before the first day of each month for the following month. A late fee charge of \$20.00 shall be assessed for payments received after the tenth (10th) day of the month and shall be added to the following month's payment.
6. **Cleaning.** Tenant is required to maintain leased areas clean, neat, and orderly. In the event that Tenant fails to keep the premises used by it in an attractive, neat, clean, orderly and sanitary condition as is required by this Lease, Landlord by itself shall clean or cause to be cleaned those portions of the premises not so kept and Tenant agrees to reimburse Landlord for the direct and indirect costs incurred by Landlord for the performance of said work immediately upon being billed therefore by Landlord. Daily trash removal and placing it in the dumpster provided by the Landlord shall be the responsibility of the Tenant.
7. **Utilities.** The Landlord agrees to provide such heat, electricity, water and sewage services as are reasonably necessary for Tenant's operations at no additional cost to Tenant, except for telephone and other communication usage, required by Tenant in the Facility.
8. **Activities Permitted on Airport.** Tenant shall have the right to use those portions of the Airport covered by this Lease for the conducting of an automobile rental concession as herein provided for.

9. **Construction and Improvements.** No improvement, alterations, or additions shall be made in the Facility by the Tenant without the written approval of the Landlord, which approval will not be unreasonably withheld. With the exception of the Landlord's scope of work as outlined in Exhibit "D" (the "Landlord's Work"), any additional improvements to leased space shall be at the sole expense of the Tenant, in accordance with architectural plans developed by Tenant, and reviewed and approved by the Landlord's City Engineer. Landlord agrees that the work described in Exhibit "D" will be commenced within thirty (30) days after the Lease Date and completed by Landlord within thirty (30) days once commenced.
10. **Liens.** Tenant agrees not to suffer any mechanic's lien to be filed against the Facility by reason of any work, labor, services or materials performed at or furnished to the Facility by or for Tenant.
11. **Tenant's Covenants.** Tenant hereby covenants and agrees:
- A. To furnish good, prompt and efficient service adequate to meet all reasonable demands for automobile rental services at the Airport at a fair and reasonable price and that services provided by Tenant at the Airport shall conform to all standards herein specified; and to initiate reasonable efforts to promote local marketing efforts of automobile rental services within the community and surrounding area.
 - B. That rental automobiles made available hereunder shall be maintained, at Tenant's sole expense, in good operating order, free from known mechanical defects, safe, and in clean, neat and attractive condition inside and out, and in no case shall be older than the two (2) model years immediately preceding said current model year.
 - C. That the facilities to be provided by Tenant hereunder for the purpose of providing automobile rental services shall remain open and be manned by such personnel as necessary for the conducting of Tenant's business. The hours of operation shall be, at a minimum, from 8:00 A.M. through 5:00 P.M. Monday through Friday, and during such other days and hours that the Tenant may elect, provided the Facility is open for business during such times.
 - D. That it shall not permit its agents, servants or employees to solicit or conduct business outside of the area referred to in No. 4 above.
 - E. That Tenant shall abide by, and require its agents, servants or employees to abide by, and be subject to all reasonable rules and regulations which are now, or may from time to time, be formulated by the Landlord or the Airport Manager concerning the management, operation or use of the Airport and specifically to abide by all provisions of the Airport security plan, if any.
 - F. That it shall meet all expenses in connection with the use of the premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or structures and improvements at any time situated thereon, and that it shall secure all such permits and licenses as may be necessary.

- G. That it shall permit the Landlord's representative at any time, and as often as the Landlord deems necessary, to inspect the vehicles and other equipment used by the Tenant in the conduct of its business, and upon request shall demonstrate any such vehicles, machines or equipment. Upon notification by the Landlord that reasonable grounds exist to question the efficiency of any vehicle, machine or equipment, Tenant shall immediately withdraw the same from service and provide a satisfactory substitute.
- H. That it shall not do, or permit to be done, any act which:
- (1) Shall invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon;
 - (2) Shall increase the rate of any fire insurance on the Airport or any part thereof, or upon the contents or any building thereon;
 - (3) Shall, in the opinion of the Landlord, constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Lease.

If, by any reason of the Tenant's failure to comply with the provisions of this section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Tenant shall be notified and shall, upon demand, pay the Landlord that part of all fire insurance premiums paid or payable by the Landlord which shall have been charged because of such violation by the Tenant.

- I. Non-discrimination. For Tenant, its personal representatives, successors interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- (1) No person on the ground of sex, race, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - (2) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of sex, race, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.
 - (3) The Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- J. Signs. Tenant shall have the right to install tasteful, professionally prepared signs at the Premises and at such locations at the Facility that Landlord approves, which approval will not be unreasonably withheld.
- K. Satellite Dish. Tenant shall have the right to install either a roof-mounted, wall mounted or other exterior satellite dish antenna at the Facility together with such other wiring and other equipment necessary to connect the antenna to Tenant's equipment in the Facility. Tenant will be solely responsible for obtaining all of the necessary permits, licenses and other approvals necessary for the installation and operation of the antenna. The antenna will be placed in a location approved by Landlord, which approval will not be unreasonably withheld. If the antenna is located on the roof of the Facility it will be installed so as not to penetrate the membrane of the roof. Tenant will be solely responsible for maintenance and repair of the antenna. Tenant will retain title to the antenna regardless of its location and means of attachment and Tenant will remove the antenna and repair any damage to the Facility caused by such removal at the end of the Term. Landlord hereby grants Tenant the right and easement to access the antenna at reasonable times to install, inspect, maintain, repair and remove the antenna as Tenant deems necessary.

Landlord acknowledges that the Facility must be and remain connected to Tenant's corporate terrestrial broadband data communications network (the "Network") in order for Tenant to conduct its business at the Facility. Landlord authorizes Tenant to perform such work as may be necessary, within or outside the Facility, to permit Tenant to properly connect the Facility to the Network and thereafter maintain such connection, all at Tenant's expense and in accordance with plans prepared by Tenant and approved by Landlord, which approval may not be unreasonably withheld. Landlord agrees to cooperate fully with Tenant to secure the permits and approvals necessary to the performance of such work and to facilitate completion of such work. If, for any reason other than the act or omission of Tenant, including the inadequacy of facilities or services provided by a Local Exchange Carrier or other provider, the connection of the Premises to the Network cannot be accomplished within a time or at a cost acceptable to Tenant, or the connection is broken or becomes inadequate for Tenant's purposes, then Tenant may terminate this Lease by written notice to Landlord.

12. **Indemnification.** Tenant shall defend, indemnify and hold harmless the Landlord from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of the Landlord or the Tenant, by reason of death or injury to persons, or loss or damage to property resulting from Tenant's operation hereunder or sustained in or upon the leased premises, or as a result of anything claimed to be done or omitted to be done by the Tenant hereunder, save and except where said claims, demands, suits, judgments, costs and expenses are solely the result of the intentional or negligent acts of Landlord.

13. **Waiver of Subrogation.** Landlord and Tenant hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the demised premises, and any improvements thereon, or contents thereof, a waiver of any right of subrogation any such insurer or one party may acquire against the other by virtue of payment of any loss under such insurance, such waiver to be effective so long as each is empowered to grant such waiver under the terms of his/her insurance policy or policies involved without payment of additional premiums. Such waiver shall stand mutually terminated as of the date either Landlord or Tenant ceases to be so empowered.

14. **Insurance.**

A. Tenant shall obtain and maintain continuously in effect at all times during the term of this Lease, at Tenant's sole expense, insurance written by a company licensed to do business in the State of Minnesota of the type and having limits at least as large as those set forth herein.

Such insurance shall name the Landlord as an additional insured thereunder and shall contain provisions requiring at least thirty (30) days advance notice to the Landlord of the termination or cancellation of all such insurance. Tenant shall provide Landlord with copies of certificate of insurance for all policies required herein evidencing such policies. Tenant shall deliver certificates of such insurance to Landlord before occupying the Facility and installing any equipment.

(1) Owner's, landlord's and tenant's insurance: Tenant shall insure or self-insure their own personal property located on the lease premises.

(2) Automobile ~~public~~ liability insurance: The Tenant shall provide the minimum amounts as required by Minnesota State Statutes.

(3) Workers' compensation insurance: meeting or exceeding statutory requirements.

(4) General liability insurance in the amount of \$1,000,000 for injuries to any one person, \$1,000,000 for any one accident and \$100,000 for property damage or, in the alternative, combined single limit coverage of at least \$1,000,000.

B. It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of Tenant.

C. Except in the case of the willful or negligent act or omission of Landlord, its agent or employee, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Facility by Tenant.

15. **Surrender of Possession.** Upon the termination of this Lease, Tenant's authority to use the premises, rights, facilities and equipment herein granted shall cease and Tenant shall, upon expiration or termination, promptly and in good condition surrender the same to the Landlord. Upon termination, any improvements which have become part of the realty shall become the property of the Landlord and the same shall be immediately returned to the control of the Landlord. Any improvements not part of the realty shall be removed therefrom within fifteen (15) days after the termination of this Lease or the same shall be deemed to have been abandoned to the Landlord and the right of the Tenant to possession thereof shall cease.
16. **Damage to Property.** Tenant shall promptly repair or replace any property of the Landlord which is lost, destroyed or damaged by its operations hereunder. If Tenant fails to promptly repair or replace such property, Landlord may repair or replace it and charge Tenant for the costs incurred, which costs shall immediately be paid by Tenant.
17. **Cancellation by Landlord.** In the event that Tenant shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it, and Tenant thereafter is adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Tenant and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or that a receiver of Tenant's assets shall be appointed, or that Tenant shall be divested of its estate herein by other operation of law or that Tenant shall fail to perform, keep and observe any of the terms, covenants, or conditions herein contained on its part to be performed, the Landlord may give the Tenant written notice to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by Tenant, the Landlord may, after the lapse of said thirty (30) day period and prior to the correction or curing of such condition or default, terminate this Lease by a thirty (30) day written notice; provided, however, that in the event Tenant cannot cure said default within thirty (30) days despite his/her best efforts to do so, and that he/she shall have commenced and thereafter diligently pursued said cure to completion, said default shall not be grounds for terminating this Lease.

Acceptance of rental by Landlord for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Tenant, shall not be deemed a waiver of any right on the part of Landlord to cancel this Lease for such default.

No waiver of default by Landlord of any of the terms, covenants or conditions hereof to be performed, kept and observed by Tenant shall be construed to be or act as a waiver of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Tenant.

This Lease shall also be subject to termination by the Landlord in the event of any one of the following:

- A. If Tenant shall fail to pay any installments of rent or other charges required to be paid by Tenant within ten (10) days after the same shall become due and payable, subject to the rights of redemption provided by law.
- B. Any illegal act or any violation of State, federal or local law, statute, ordinance or regulation which results in a criminal conviction may result in termination procedures being initiated. Legal costs incurred during said termination procedures shall be the responsibility of Tenant.

In addition to any right of cancellation or any other rights herein given to Landlord, Landlord may cancel this Lease, with or without cause, in its entirety and terminate all or any of its obligations hereunder at any time by thirty (30) days written notice.

18. **Cancellation by Tenant.** Tenant shall have the right upon written notice to the Landlord to terminate this Lease upon the happening of one or more of the following events, if said events are then continuing:

- A. The issuance by any court of competent jurisdiction of an injunction, order or decree: (1) preventing or restraining the use by Tenant of all or any substantial part of the premises used and occupied by Tenant hereunder; (2) preventing or restraining the use of all or a part of the Airport for normal airport purposes which may be used by Tenant and which is necessary for its operations on the Airport; (3) preventing Tenant from operating an automobile rental business and which injunction, order or decree remains in force for a period of at least forty-five (45) days.
- B. If Landlord defaults in any of the terms, covenants or conditions under this Lease and fails to cure the default or make substantial progress with regard thereto within forty-five (45) days following receipt of written demand from Tenant to do so.
- C. If all or a material part of the premises used and occupied by Tenant hereunder is damaged or destroyed, or all or a part of the Airport or Airport facilities which is necessary to the operation of Tenant's business is damaged or destroyed or the use thereof disrupted for causes beyond Tenant's control.
- D. If, by reason of any action of any governmental authority, Tenant is unable to conduct its business for a period of in excess of forty-five (45) days in substantially the same manner or substantially to the same extent as prior to such action.

In addition to any right of cancellation or any other rights herein given to Tenant, Tenant may cancel this Lease, with or without cause, in its entirety and terminate all or any of its obligations hereunder at any time by thirty (30) days written notice.

19. **Subleases and Assignments.** Tenant shall not assign or transfer, in whole or in part, in any manner, this Lease nor any interest therein, nor permit the foregoing Lease to become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part, unless the written consent of Landlord shall first be obtained in each and every case of subletting, assignment or transfer as shall from time to time occur or be desired. It is expressly agreed by the parties that a change in ownership of the controlling share of stock in Tenant, if any, shall be deemed to be an assignment hereunder. It is expressly agreed by the Tenant that in the event permission be granted by the Landlord as herein provided, the subtenant or assignee shall be required to assume and agree to perform the covenants of this Lease and that notwithstanding any such subletting or assignment, the Tenant shall be and remain liable for the payments of all rents and the performance of all covenants and conditions for the full term of this Lease.
20. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
21. **Modification.** Nothing under this Lease shall be deemed to prevent the Landlord and Tenant from entering into other or different agreements or modifications of this Lease, provided that any modifications of this Lease shall be in writing and shall be executed with at least the same degree of formality as this Lease.
22. **Notices.** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage paid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery. If intended for Landlord, the same shall be mailed to the address hereinabove set forth or such other address as Landlord may hereinafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at [7800 Highway 65 NE, Spring Lake Park, Minnesota 554322775 Blue Waters Rd, Eagan, Minnesota, 55121](#), Attn: General Manager/Vice President, with a copy to: Enterprise Rent-A-Car Company, 600 Corporate Park Drive, St. Louis, Missouri 63105, Attn: Real Estate Director.
23. **Agreement not License.** Nothing contained herein shall be construed to be a grant of a franchise, consent license, permit, right or privilege of any nature or kind whatsoever to operate omnibuses, taxicabs or any other vehicles or conveyances carrying passengers or property, whether for hire or otherwise, outside the Airport or over the public streets or roads located in any political subdivision of the State of Minnesota.
24. **Applicable Law.** This Lease, together with all of its articles, terms and provisions, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota.

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

Tenant: Enterprise Leasing Company

Landlord: City of Marshall, Minnesota

By: _____
Its: General Manager/Vice President

By: _____
Its: Mayor

Witness
~~Meulebroeck~~ Karla Drown

Witness: ~~Thomas M.~~
Finance Director/~~City Clerk~~

Exhibit "A"
Lease Rates
for
Office Space (150 Sq. Ft.), Wash Bay (625 Sq. Ft.), and Parking Space (1,800 Sq. Ft.)

Commencing upon the effective date of the lease, ~~November 16, 2006~~ March 1, 2021, the annual rental for the rights and privileges granted to the Tenant under the terms of their lease shall be:

<u>1ST-YEAR-INITIAL TERM</u>	<u>MONTHLY RENTAL</u>	<u>ANNUAL RENTAL</u>
<u>202107</u>	<u>\$6750.00</u> 600.00	<u>\$7,8500.00</u> 7,200.00
<u>202208</u>	<u>\$618.00</u> 750.00	<u>\$9,000.00</u> 7,416.00
<u>2009</u>	<u>\$637.00</u>	<u>\$7,644.00</u>
<u>2010</u>	<u>\$656.00</u>	<u>\$7,872.00</u>
<u>2011</u>	<u>\$676.00</u>	<u>\$8,112.00</u>
<u>11/1/2021 – 10/31/2022</u>	<u>\$675.00</u>	<u>\$8,100.00</u>
<u>11/1/2022 – 10/31/2023</u>	<u>\$675.00</u>	<u>\$8,100.00</u>
<u>11/1/2023 – 10/31/2024</u>	<u>\$675.00</u>	<u>\$8,100.00</u>
<u>11/1/2024 – 10/31/2025</u>	<u>\$675.00</u> 700.00	<u>\$8,4100.00</u>
<u>11/1/2025 – 10/31/2026</u>	<u>\$700.00</u> 725.00	<u>\$8,4700.00</u>
<u>2026</u>	<u>\$725.00</u>	<u>\$8,700.00</u>

A-1

Exhibit "B"
Office Space (150 Sq. Ft.)



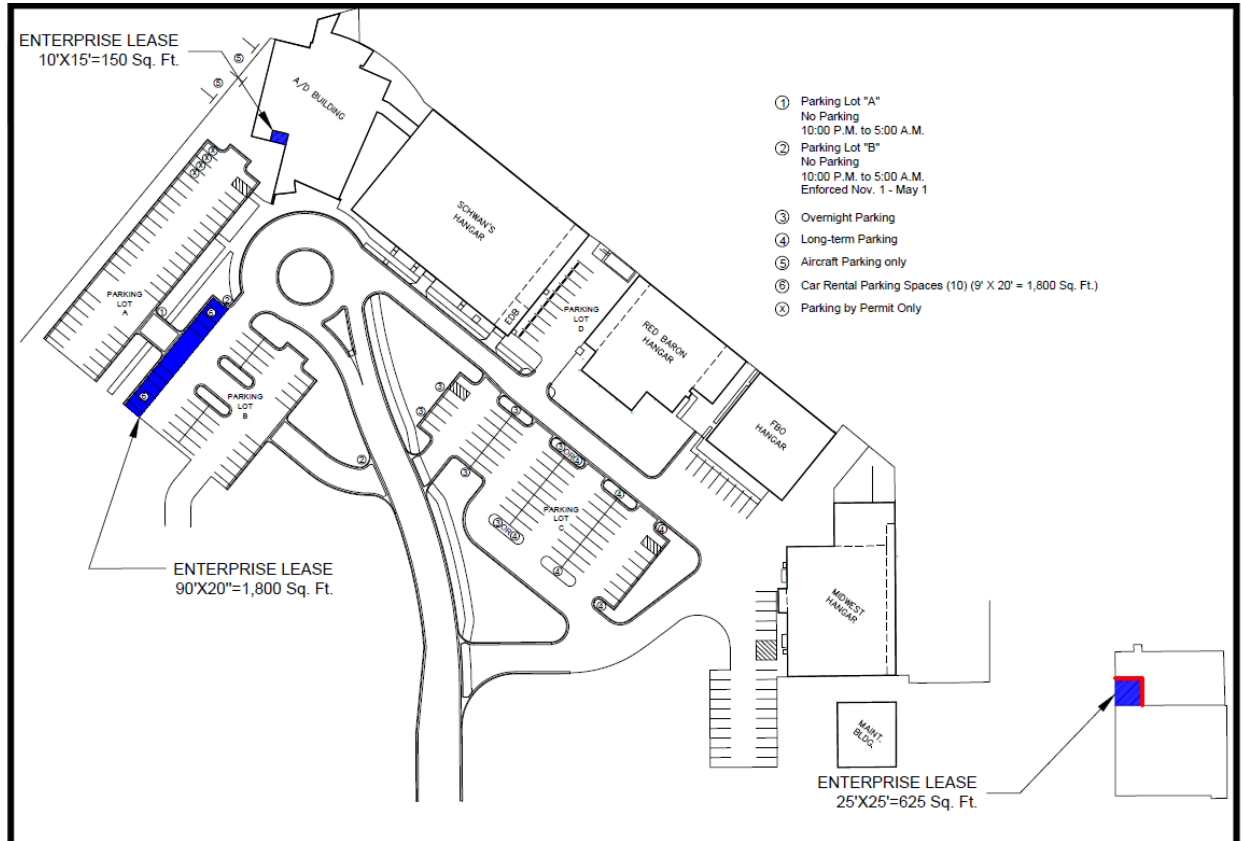
ENTERPRISE OFFICES
10'X15'=150 Sq.Ft.

1 FIRST FLOOR PLAN
NO SCALE



B-1

Exhibit "C"
Office Space (150 Sq. Ft.), Wash Bay (625 Sq. Ft.), and Parking Space (1,800 Sq. Ft.)



C-1

Exhibit "D"
Landlord's Work

Landlord, at its sole cost and expense (except as otherwise expressly provided in this Lease or as may otherwise be expressly agreed in writing between Landlord and Tenant at any time hereafter) will undertake and diligently complete, subject to delays for causes beyond its reasonable control, (a) the construction of interior improvements to the wash bay; and (b) the construction of other exterior improvements (driveway, road access, etc...), all in accordance with the approved plans and specifications (as defined below and as modified from time to time in accordance with this Exhibit "D"). Such work described in the preceding sentence (the "Landlord's Work") will be performed in a neat and workmanlike manner and will conform to all applicable governmental codes, laws and regulations in force at the time such work is completed, and will not be deemed to be substantially complete until a certificate of occupancy (or its equivalent) has been issued for the wash bay by the appropriate governmental authorities. Landlord and Tenant will each use its best endeavors to develop, review and approve all space plans, working drawings, final drawings, specifications, changes (if applicable) and other matters promptly, diligently and within time periods reasonably requested by the other party or by the architects, contractors and other professionals engaged in the design and construction of the work.

The scope of Landlord's work as referenced in (a) and (b) above shall include, but not be limited to, the following:

- Installation of (10) new sheets of wall board and make necessary repairs to existing wash bay interior walls
- Installation of (2) new 8' LED light fixtures to be installed on each side of the wash bay walls (exact location to be determined by Tenant)
- Apply new white paint to walls and existing ceiling
- Apply new epoxy anti-slip sand grit floor paint to wash bay area floors
- Install new electrical circuit, wiring and installation as needed for Tenant equipment including (2) vacuums, and a pressure washer (equipment to be supplied by Tenant and exact location to be determined by Tenant)
- Construct a new drivable path to allow vehicle passage from south end of airport parking lot to the City Maintenance Building to allow direct passage to wash bay

AIRPORT MOTOR VEHICLE RENTAL CONCESSION LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is executed in duplicate as of the ____ day of _____ 2021, (the “Lease Date”) by and between the City of Marshall, Minnesota (“Landlord”), whose business address is 344 West Main Street, Marshall, Minnesota 56258, and Enterprise Leasing Company, a Minnesota Corporation, whose business address is 2775 Blue Waters Rd, Eagan, Minnesota 55121, authorized to do business in the State of Minnesota, hereinafter referred to as (“Tenant”).

RECITAL

Landlord is the owner of the Southwest Minnesota Regional Airport – Marshall/Ryan Field and operates a building commonly known as the Arrival/Departure Building (the “Facility”) located at 1650 West College Drive, Marshall, Minnesota 56258.

Tenant is engaged in the business of renting motor vehicles.

Landlord wishes to make motor vehicle rental available to its customers and invitees at the Facility and, to that end, wishes to have Tenant provide such motor vehicles and related rental services.

Landlord has offered to grant Tenant the right to occupy and use certain space in the Facility for the purpose of providing motor vehicle rental service and Tenant is willing to accept such occupancy, subject to and in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties covenant and agree for themselves, their successors and assigns as follows:

1. **Concession.** The Landlord does hereby grant to the Tenant and the Tenant hereby accepts from the Landlord, the non-exclusive right to operate a motor vehicle rental concession at the Facility for the purpose of offering motor vehicle rental facilities to the public under the covenants, conditions and provisions contained in this Lease.
2. **Term.** Subject to termination as otherwise provided in this Lease, the Initial Term of this Lease shall be for a period of sixty (60) months. The Initial Term will commence on November 1, 2021, (the “Commencement Date”) and ending on October 31, 2026 (the “Expiration Date”), unless canceled by either party upon written notice to the other party in accordance with Sections 17 and 18 of this Lease. All rentals described herein and depicted in Exhibit “A” shall accrue from the commencement date above, the effective date of this Lease.

3. **Non-exclusivity.** This concession shall not be construed to be an exclusive concession, and the Landlord shall have the right to deal with and perfect arrangements with any other individual, firm or corporation for engaging in similar activities at the Airport. The Landlord shall not, hereafter, grant to any other individual, firm or corporation, other than Tenant, a similar concession upon terms or conditions more favorable in any material respect than those herein granted Tenant.
4. **Office Space/Wash Bay/Parking Space Allocations.** The Tenant is allocated office space in the Facility as shown in the plan attached as Exhibit "B" and containing approximately one hundred fifty (150) square feet. The Tenant is allocated wash bay space in the City Maintenance Building as identified in Exhibit "C" and containing approximately six hundred twenty-five (625) square feet. The Tenant must coordinate wash bay use with the Public Ways Superintendent or his or her designee. In addition to said office and wash bay area, the Landlord does hereby lease to Tenant ten (10) automobile parking spaces as shown on Exhibit "C". Rental automobiles shall be kept in this designated area and moved when needed in order to clear snow from or perform other maintenance on the parking lot. Tenant automobiles reserved for the next flight shall be allowed to be parked in Parking Lot B. No parking shall be allowed immediately in front of the Facility (except as posted) and no overnight parking shall be allowed in any other lot except the spaces leased herein. Parked automobiles awaiting customers shall not interfere with snow removal. Landlord agrees to permit Tenant, its agents, employees and invitees access to the Facility throughout the term of the agreement and the right to use all of the common area associated with the Facility (e.g. restrooms, sidewalks, access roads, parking areas, lounge and waiting areas, conference room) in the same manner as such areas are made available to and used by the employees and invitees of the Facility.
5. **Payment Dates.** Tenant shall pay Landlord, without notice to Tenant, monthly rent as depicted in Exhibit "A" on or before the first day of each month for the following month. A late fee charge of \$20.00 shall be assessed for payments received after the tenth (10th) day of the month and shall be added to the following month's payment.
6. **Cleaning.** Tenant is required to maintain leased areas clean, neat, and orderly. In the event that Tenant fails to keep the premises used by it in an attractive, neat, clean, orderly and sanitary condition as is required by this Lease, Landlord by itself shall clean or cause to be cleaned those portions of the premises not so kept and Tenant agrees to reimburse Landlord for the direct and indirect costs incurred by Landlord for the performance of said work immediately upon being billed therefore by Landlord. Daily trash removal and placing it in the dumpster provided by the Landlord shall be the responsibility of the Tenant.
7. **Utilities.** The Landlord agrees to provide such heat, electricity, water and sewage services as are reasonably necessary for Tenant's operations at no additional cost to Tenant, except for telephone and other communication usage, required by Tenant in the Facility.
8. **Activities Permitted on Airport.** Tenant shall have the right to use those portions of the Airport covered by this Lease for the conducting of an automobile rental concession as herein provided for.

9. **Construction and Improvements.** No improvement, alterations, or additions shall be made in the Facility by the Tenant without the written approval of the Landlord, which approval will not be unreasonably withheld. With the exception of the Landlord's scope of work as outlined in Exhibit "D" (the "Landlord's Work"), any additional improvements to leased space shall be at the sole expense of the Tenant, in accordance with architectural plans developed by Tenant, and reviewed and approved by the Landlord's City Engineer. Landlord agrees that the work described in Exhibit "D" will be commenced within thirty (30) days after the Lease Date and completed by Landlord within thirty (30) days once commenced.
10. **Liens.** Tenant agrees not to suffer any mechanic's lien to be filed against the Facility by reason of any work, labor, services or materials performed at or furnished to the Facility by or for Tenant.
11. **Tenant's Covenants.** Tenant hereby covenants and agrees:
- A. To furnish good, prompt and efficient service adequate to meet all reasonable demands for automobile rental services at the Airport at a fair and reasonable price and that services provided by Tenant at the Airport shall conform to all standards herein specified; and to initiate reasonable efforts to promote local marketing efforts of automobile rental services within the community and surrounding area.
 - B. That rental automobiles made available hereunder shall be maintained, at Tenant's sole expense, in good operating order, free from known mechanical defects, safe, and in clean, neat and attractive condition inside and out, and in no case shall be older than the two (2) model years immediately preceding said current model year.
 - C. That the facilities to be provided by Tenant hereunder for the purpose of providing automobile rental services shall remain open and be manned by such personnel as necessary for the conducting of Tenant's business. The hours of operation shall be, at a minimum, from 8:00 A.M. through 5:00 P.M. Monday through Friday, and during such other days and hours that the Tenant may elect, provided the Facility is open for business during such times.
 - D. That it shall not permit its agents, servants or employees to solicit or conduct business outside of the area referred to in No. 4 above.
 - E. That Tenant shall abide by, and require its agents, servants or employees to abide by, and be subject to all reasonable rules and regulations which are now, or may from time to time, be formulated by the Landlord or the Airport Manager concerning the management, operation or use of the Airport and specifically to abide by all provisions of the Airport security plan, if any.
 - F. That it shall meet all expenses in connection with the use of the premises hereunder and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or structures and improvements at any time situated thereon, and that it shall secure all such permits and licenses as may be necessary.

- G. That it shall permit the Landlord's representative at any time, and as often as the Landlord deems necessary, to inspect the vehicles and other equipment used by the Tenant in the conduct of its business, and upon request shall demonstrate any such vehicles, machines or equipment. Upon notification by the Landlord that reasonable grounds exist to question the efficiency of any vehicle, machine or equipment, Tenant shall immediately withdraw the same from service and provide a satisfactory substitute.
- H. That it shall not do, or permit to be done, any act which:
- (1) Shall invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereon;
 - (2) Shall increase the rate of any fire insurance on the Airport or any part thereof, or upon the contents or any building thereon;
 - (3) Shall, in the opinion of the Landlord, constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Lease.

If, by any reason of the Tenant's failure to comply with the provisions of this section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Tenant shall be notified and shall, upon demand, pay the Landlord that part of all fire insurance premiums paid or payable by the Landlord which shall have been charged because of such violation by the Tenant.

- I. Non-discrimination. For Tenant, its personal representatives, successors interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- (1) No person on the ground of sex, race, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - (2) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of sex, race, color, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination.
 - (3) The Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- J. Signs. Tenant shall have the right to install tasteful, professionally prepared signs at the Premises and at such locations at the Facility that Landlord approves, which approval will not be unreasonably withheld.
- K. Satellite Dish. Tenant shall have the right to install either a roof-mounted, wall mounted or other exterior satellite dish antenna at the Facility together with such other wiring and other equipment necessary to connect the antenna to Tenant's equipment in the Facility. Tenant will be solely responsible for obtaining all of the necessary permits, licenses and other approvals necessary for the installation and operation of the antenna. The antenna will be placed in a location approved by Landlord, which approval will not be unreasonably withheld. If the antenna is located on the roof of the Facility it will be installed so as not to penetrate the membrane of the roof. Tenant will be solely responsible for maintenance and repair of the antenna. Tenant will retain title to the antenna regardless of its location and means of attachment and Tenant will remove the antenna and repair any damage to the Facility caused by such removal at the end of the Term. Landlord hereby grants Tenant the right and easement to access the antenna at reasonable times to install, inspect, maintain, repair and remove the antenna as Tenant deems necessary.

Landlord acknowledges that the Facility must be and remain connected to Tenant's corporate terrestrial broadband data communications network (the "Network") in order for Tenant to conduct its business at the Facility. Landlord authorizes Tenant to perform such work as may be necessary, within or outside the Facility, to permit Tenant to properly connect the Facility to the Network and thereafter maintain such connection, all at Tenant's expense and in accordance with plans prepared by Tenant and approved by Landlord, which approval may not be unreasonably withheld. Landlord agrees to cooperate fully with Tenant to secure the permits and approvals necessary to the performance of such work and to facilitate completion of such work. If, for any reason other than the act or omission of Tenant, including the inadequacy of facilities or services provided by a Local Exchange Carrier or other provider, the connection of the Premises to the Network cannot be accomplished within a time or at a cost acceptable to Tenant, or the connection is broken or becomes inadequate for Tenant's purposes, then Tenant may terminate this Lease by written notice to Landlord.

12. **Indemnification.** Tenant shall defend, indemnify and hold harmless the Landlord from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of the Landlord or the Tenant, by reason of death or injury to persons, or loss or damage to property resulting from Tenant's operation hereunder or sustained in or upon the leased premises, or as a result of anything claimed to be done or omitted to be done by the Tenant hereunder, save and except where said claims, demands, suits, judgments, costs and expenses are solely the result of the intentional or negligent acts of Landlord.

13. **Waiver of Subrogation.** Landlord and Tenant hereby grant to each other, on behalf of any insurer providing fire and extended coverage to either of them covering the demised premises, and any improvements thereon, or contents thereof, a waiver of any right of subrogation any such insurer or one party may acquire against the other by virtue of payment of any loss under such insurance, such waiver to be effective so long as each is empowered to grant such waiver under the terms of his/her insurance policy or policies involved without payment of additional premiums. Such waiver shall stand mutually terminated as of the date either Landlord or Tenant ceases to be so empowered.

14. **Insurance.**

A. Tenant shall obtain and maintain continuously in effect at all times during the term of this Lease, at Tenant's sole expense, insurance written by a company licensed to do business in the State of Minnesota of the type and having limits at least as large as those set forth herein.

Such insurance shall name the Landlord as an additional insured thereunder and shall contain provisions requiring at least thirty (30) days advance notice to the Landlord of the termination or cancellation of all such insurance. Tenant shall provide Landlord with copies of certificate of insurance for all policies required herein evidencing such policies. Tenant shall deliver certificates of such insurance to Landlord before occupying the Facility and installing any equipment.

(1) Owner's, landlord's and tenant's insurance: Tenant shall insure or self-insure their own personal property located on the lease premises.

(2) Automobile liability insurance: The Tenant shall provide the minimum amounts as required by Minnesota State Statutes.

(3) Workers' compensation insurance: meeting or exceeding statutory requirements.

(4) General liability insurance in the amount of \$1,000,000 for injuries to any one person, \$1,000,000 for any one accident and \$100,000 for property damage or, in the alternative, combined single limit coverage of at least \$1,000,000.

B. It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of Tenant.

C. Except in the case of the willful or negligent act or omission of Landlord, its agent or employee, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Facility by Tenant.

15. **Surrender of Possession.** Upon the termination of this Lease, Tenant's authority to use the premises, rights, facilities and equipment herein granted shall cease and Tenant shall, upon expiration or termination, promptly and in good condition surrender the same to the Landlord. Upon termination, any improvements which have become part of the realty shall become the property of the Landlord and the same shall be immediately returned to the control of the Landlord. Any improvements not part of the realty shall be removed therefrom within fifteen (15) days after the termination of this Lease or the same shall be deemed to have been abandoned to the Landlord and the right of the Tenant to possession thereof shall cease.
16. **Damage to Property.** Tenant shall promptly repair or replace any property of the Landlord which is lost, destroyed or damaged by its operations hereunder. If Tenant fails to promptly repair or replace such property, Landlord may repair or replace it and charge Tenant for the costs incurred, which costs shall immediately be paid by Tenant.
17. **Cancellation by Landlord.** In the event that Tenant shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it, and Tenant thereafter is adjudicated bankrupt pursuant to such proceedings, or that the court shall take jurisdiction of Tenant and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or that a receiver of Tenant's assets shall be appointed, or that Tenant shall be divested of its estate herein by other operation of law or that Tenant shall fail to perform, keep and observe any of the terms, covenants, or conditions herein contained on its part to be performed, the Landlord may give the Tenant written notice to correct such condition or cure such default and, if any such condition or default shall continue for thirty (30) days after the receipt of such notice by Tenant, the Landlord may, after the lapse of said thirty (30) day period and prior to the correction or curing of such condition or default, terminate this Lease by a thirty (30) day written notice; provided, however, that in the event Tenant cannot cure said default within thirty (30) days despite his/her best efforts to do so, and that he/she shall have commenced and thereafter diligently pursued said cure to completion, said default shall not be grounds for terminating this Lease.

Acceptance of rental by Landlord for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Tenant, shall not be deemed a waiver of any right on the part of Landlord to cancel this Lease for such default.

No waiver of default by Landlord of any of the terms, covenants or conditions hereof to be performed, kept and observed by Tenant shall be construed to be or act as a waiver of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Tenant.

This Lease shall also be subject to termination by the Landlord in the event of any one of the following:

- A. If Tenant shall fail to pay any installments of rent or other charges required to be paid by Tenant within ten (10) days after the same shall become due and payable, subject to the rights of redemption provided by law.
- B. Any illegal act or any violation of State, federal or local law, statute, ordinance or regulation which results in a criminal conviction may result in termination procedures being initiated. Legal costs incurred during said termination procedures shall be the responsibility of Tenant.

In addition to any right of cancellation or any other rights herein given to Landlord, Landlord may cancel this Lease, with or without cause, in its entirety and terminate all or any of its obligations hereunder at any time by thirty (30) days written notice.

18. **Cancellation by Tenant.** Tenant shall have the right upon written notice to the Landlord to terminate this Lease upon the happening of one or more of the following events, if said events are then continuing:

- A. The issuance by any court of competent jurisdiction of an injunction, order or decree: (1) preventing or restraining the use by Tenant of all or any substantial part of the premises used and occupied by Tenant hereunder; (2) preventing or restraining the use of all or a part of the Airport for normal airport purposes which may be used by Tenant and which is necessary for its operations on the Airport; (3) preventing Tenant from operating an automobile rental business and which injunction, order or decree remains in force for a period of at least forty-five (45) days.
- B. If Landlord defaults in any of the terms, covenants or conditions under this Lease and fails to cure the default or make substantial progress with regard thereto within forty-five (45) days following receipt of written demand from Tenant to do so.
- C. If all or a material part of the premises used and occupied by Tenant hereunder is damaged or destroyed, or all or a part of the Airport or Airport facilities which is necessary to the operation of Tenant's business is damaged or destroyed or the use thereof disrupted for causes beyond Tenant's control.
- D. If, by reason of any action of any governmental authority, Tenant is unable to conduct its business for a period of in excess of forty-five (45) days in substantially the same manner or substantially to the same extent as prior to such action.

In addition to any right of cancellation or any other rights herein given to Tenant, Tenant may cancel this Lease, with or without cause, in its entirety and terminate all or any of its obligations hereunder at any time by thirty (30) days written notice.

19. **Subleases and Assignments.** Tenant shall not assign or transfer, in whole or in part, in any manner, this Lease nor any interest therein, nor permit the foregoing Lease to become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part, unless the written consent of Landlord shall first be obtained in each and every case of subletting, assignment or transfer as shall from time to time occur or be desired. It is expressly agreed by the parties that a change in ownership of the controlling share of stock in Tenant, if any, shall be deemed to be an assignment hereunder. It is expressly agreed by the Tenant that in the event permission be granted by the Landlord as herein provided, the subtenant or assignee shall be required to assume and agree to perform the covenants of this Lease and that notwithstanding any such subletting or assignment, the Tenant shall be and remain liable for the payments of all rents and the performance of all covenants and conditions for the full term of this Lease.
20. **Subordination.** This Lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
21. **Modification.** Nothing under this Lease shall be deemed to prevent the Landlord and Tenant from entering into other or different agreements or modifications of this Lease, provided that any modifications of this Lease shall be in writing and shall be executed with at least the same degree of formality as this Lease.
22. **Notices.** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail or registered mail, return receipt requested, postage paid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed, or on the date noted that the addressee has refused delivery. If intended for Landlord, the same shall be mailed to the address hereinabove set forth or such other address as Landlord may hereinafter designate by notice to Tenant, and if intended for Tenant, the same shall be mailed to Tenant at 2775 Blue Waters Rd, Eagan, Minnesota, 55121, Attn: General Manager/Vice President, with a copy to: Enterprise Rent-A-Car Company, 600 Corporate Park Drive, St. Louis, Missouri 63105, Attn: Real Estate Director.
23. **Agreement not License.** Nothing contained herein shall be construed to be a grant of a franchise, consent license, permit, right or privilege of any nature or kind whatsoever to operate omnibuses, taxicabs or any other vehicles or conveyances carrying passengers or property, whether for hire or otherwise, outside the Airport or over the public streets or roads located in any political subdivision of the State of Minnesota.
24. **Applicable Law.** This Lease, together with all of its articles, terms and provisions, is made in the State of Minnesota and shall be construed and interpreted according to the laws of the State of Minnesota.

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

Tenant: Enterprise Leasing Company

Landlord: City of Marshall, Minnesota

By: _____
Its: General Manager/Vice President

By: _____
Its: Mayor

Witness

Witness: Karla Drown
Finance Director

Exhibit "A"
Lease Rates
for
Office Space (150 Sq. Ft.), Wash Bay (625 Sq. Ft.), and Parking Space (1,800 Sq. Ft.)

Commencing upon the effective date of the lease, November 1, 2021, the annual rental for the rights and privileges granted to the Tenant under the terms of their lease shall be:

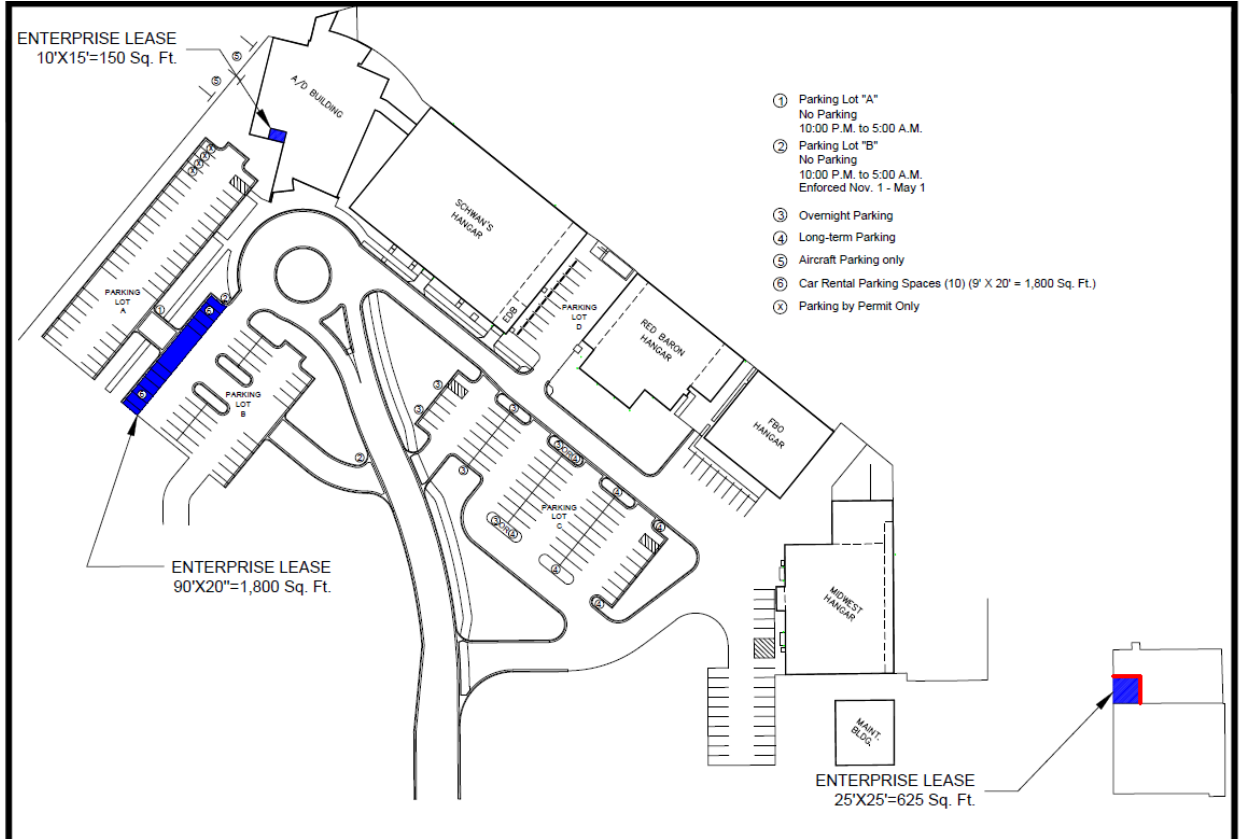
<u>YEAR</u>	<u>MONTHLY RENTAL</u>	<u>ANNUAL RENTAL</u>
11/1/2021 – 10/31/2022	\$675.00	\$8,100.00
11/1/2022 – 10/31/2023	\$675.00	\$8,100.00
11/1/2023 – 10/31/2024	\$675.00	\$8,100.00
11/1/2024 – 10/31/2025	\$700.00	\$8,400.00
11/1/2025 – 10/31/2026	\$725.00	\$8,700.00

Exhibit "B"
Office Space (150 Sq. Ft.)



B-1

Exhibit "C"
Office Space (150 Sq. Ft.), Wash Bay (625 Sq. Ft.), and Parking Space (1,800 Sq. Ft.)



C-1

Exhibit “D” Landlord’s Work

Landlord, at its sole cost and expense (except as otherwise expressly provided in this Lease or as may otherwise be expressly agreed in writing between Landlord and Tenant at any time hereafter) will undertake and diligently complete, subject to delays for causes beyond its reasonable control, (a) the construction of interior improvements to the wash bay; and (b) the construction of other exterior improvements (driveway, road access, etc...), all in accordance with the approved plans and specifications (as defined below and as modified from time to time in accordance with this Exhibit “D”). Such work described in the preceding sentence (the "Landlord’s Work") will be performed in a neat and workmanlike manner and will conform to all applicable governmental codes, laws and regulations in force at the time such work is completed, and will not be deemed to be substantially complete until a certificate of occupancy (or its equivalent) has been issued for the wash bay by the appropriate governmental authorities. Landlord and Tenant will each use its best endeavors to develop, review and approve all space plans, working drawings, final drawings, specifications, changes (if applicable) and other matters promptly, diligently and within time periods reasonably requested by the other party or by the architects, contractors and other professionals engaged in the design and construction of the work.

The scope of Landlord’s work as referenced in (a) and (b) above shall include, but not be limited to, the following:

- Installation of (10) new sheets of wall board and make necessary repairs to existing wash bay interior walls
- Installation of (2) new 8’ LED light fixtures to be installed on each side of the wash bay walls (exact location to be determined by Tenant)
- Apply new white paint to walls and existing ceiling
- Apply new epoxy anti-slip sand grit floor paint to wash bay area floors
- Install new electrical circuit, wiring and installation as needed for Tenant equipment including (2) vacuums, and a pressure washer (equipment to be supplied by Tenant and exact location to be determined by Tenant)
- Construct a new drivable path to allow vehicle passage from south end of airport parking lot to the City Maintenance Building to allow direct passage to wash bay

D-1

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z77: Legion Field Stormwater Improvements Project - Consider Change Order No. 3 (Final) and Final Pay Request No. 5.
Background Information:	<p>This project consists of the following: Construction of normally dry stormwater detention basins and associated stormwater piping and improvements. Minor street patching and repair will be required. The project will occur on and between Outlot A of Buffalo Ridge Addition and Legion Field Park.</p> <p>The items on Change Order No. 3 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 5) in the amount of \$8,244.01.</p>
Fiscal Impact:	Change Order No. 3 (Final) results in a contract decrease in the amount of (\$9,073.10) and a total contract amount of \$265,902.65. The original contract amount was \$277,943.00.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve Change Order No. 3 (Final), resulting in a contract decrease in the amount of (\$9,073.10) and acknowledge Final Pay Request (No. 5) in the amount of \$8,244.01 for the above-referenced project to Towne & Country Excavating LLC of Garvin, Minnesota.



SP/SAP(s)		MN Project No.:	N/A	Change Order No.	3
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Project Location					
Local Agency	City of Marshall Public Works	Local Project No.			
Contractor	Towne & Country Excavating LLC	Contract No.	Project: Z77		
Address/City/State/Zip	1191 260th Ave / Garvin / MN / 56132				
Total Change Order Amount \$	(\$9,073.10)				

Final Reconciling Change Order

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2105.507	COMMON EXCAVATION	C Y	\$7.55	378	\$2,853.90
2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;B)	TON	\$225.00	-1.57	(\$353.25)
2451.609	AGGREGATE FOUNDATION	TON	\$25.00	-50	(\$1,250.00)
2503.503	36" RC PIPE SEWER CLASS III	L F	\$105.00	-4	(\$420.00)
2503.503	58" SPAN RC PIPE-ARCH SEWER CL IIA	L F	\$235.00	7	\$1,645.00
2503.603	8" PVC PIPE SEWER	L F	\$38.00	-3	(\$114.00)
2506.503	CONST DRAINAGE STRUCTURE DES 96-4020	L F	\$1,600.00	-0.1	(\$160.00)
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$700.00	-0.2	(\$140.00)
2571.524	CONIFEROUS TREE 4' HT CONT	TREE	\$400.00	-6	(\$2,400.00)
2571.524	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$500.00	-2	(\$1,000.00)
2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$750.00	-1	(\$750.00)
2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$14.00	135	\$1,890.00
2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.50	-43	(\$64.50)
2575.504	TURF REINFORCEMENT MAT CATEGORY 1	S Y	\$16.00	-20	(\$320.00)
2575.505	SEEDING	ACRE	\$500.00	0.37	\$185.00
2575.508	SEED MIXTURE 25-131	LB	\$3.25	-257	(\$835.25)
2575.508	SEED MIXTURE 33-261	LB	\$21.50	-15	(\$322.50)
2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$485.00	-15.5	(\$7,517.50)
Net Change this Change Order					(\$9,073.10)

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change: 0



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	3
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Approved by Project Engineer: Jessie Dehn Date: 10/1/2021

Print Name: Jessie Dehn, P.E. Phone:

Approved by Contractor: Jeff Toure Date: 10-1-21

Print Name: Jeff - Toure Phone: 507-828-9633

Contract Number: Project: Z77
Pay Request Number: 5

Project Number	Project Description
Z77	Legion Field Road Drainage Project

Contractor: Towne & Country Excavating LLC 1191 260th Ave Garvin, MN 56132	Vendor Number: 01-6389 Up To Date: 10/01/2021
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Contract Amount

Original Contract	\$277,943.00
Contract Changes	\$-12,040.35
Revised Contract	\$265,902.65

Funds Encumbered

Original	\$277,943.00
Additional	N/A
Total	\$277,943.00

Work Certified To Date

Base Bid Items	\$269,189.90
Contract Changes	\$-3,287.25
Material On Hand	\$0.00
Total	\$265,902.65

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$5,641.40	\$265,902.65	\$0.00	\$257,658.64	\$8,244.01	\$265,902.65
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Jessie Dehn
Project Engineer
10/01/2021
Date

Approved By Towne & Country Excavating LLC

Jeff Towne
Contractor
10-1-21
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-09-15	\$192,939.50	\$9,646.98	\$183,292.52
2	2020-10-20	\$63,709.50	\$3,185.47	\$60,524.03
3	2020-11-17	\$2,015.00	(\$10,245.81)	\$12,260.81
4	2020-12-08	\$1,597.25	\$15.97	\$1,581.28
5	2021-10-01	\$5,641.40	(\$2,602.61)	\$8,244.01

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Local	0	\$265,902.65	\$0.00	\$257,658.64	\$8,244.01	\$265,902.65

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
01	Local	\$8,244.01	\$0.00	\$9,073.10	\$265,902.65

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$16,100.00	1	0	\$0.00	1	\$16,100.00
Base Bid	2	2101.501	CLEARING & GRUBBING	LS	\$2,800.00	1	0	\$0.00	1	\$2,800.00
Base Bid	3	2104.502	REMOVE MANHOLE	EACH	\$800.00	1	0	\$0.00	1	\$800.00
Base Bid	4	2104.503	REMOVE CURB & GUTTER	L F	\$6.50	40	0	\$0.00	40	\$260.00
Base Bid	5	2104.504	REMOVE BITUMINOUS SURFACING	S Y	\$7.00	94	0	\$0.00	94	\$658.00
Base Bid	6	2104.518	REMOVE BITUMINOUS WALK	S F	\$3.00	180	0	\$0.00	180	\$540.00
Base Bid	7	2104.518	REMOVE CONCRETE WALK	S F	\$4.00	90	0	\$0.00	90	\$360.00
Base Bid	8	2105.507	COMMON EXCAVATION	C Y	\$7.55	11858	378	\$2,853.90	11858	\$89,527.90
Base Bid	9	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	\$22.75	32	0	\$0.00	32	\$728.00
Base Bid	10	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;B)	TON	\$225.00	23.43	0	\$0.00	23.43	\$5,271.75
Base Bid	11	2451.609	AGGREGATE FOUNDATION	TON	\$25.00	0	0	\$0.00	0	\$0.00
Base Bid	12	2501.502	CHECK VALVE FOR 21" RC PIPE	EACH	\$4,870.00	1	0	\$0.00	1	\$4,870.00
Base Bid	13	2501.502	CHECK VALVE FOR 36" RC PIPE	EACH	\$11,800.00	1	0	\$0.00	1	\$11,800.00
Base Bid	14	2501.502	36" RC SAFETY APRON & GRATE DES 3132	EACH	\$3,000.00	2	0	\$0.00	2	\$6,000.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	15	2501.502	58" SPAN RC SAFETY APRON DES3132	EACH	\$3,900.00	2	0	\$0.00	2	\$7,800.00
Base Bid	16	2503.503	36" RC PIPE SEWER CLASS III	L F	\$105.00	59	0	\$0.00	59	\$6,195.00
Base Bid	17	2503.503	58" SPAN RC PIPE-ARCH SEWER CL IIA	L F	\$235.00	249	0	\$0.00	249	\$58,515.00
Base Bid	18	2503.603	8" PVC PIPE SEWER	L F	\$38.00	12	0	\$0.00	12	\$456.00
Base Bid	19	2504.603	12" PVC WATERMAIN	L F	\$27.00	10	0	\$0.00	10	\$270.00
Base Bid	20	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	\$700.00	6.7	0	\$0.00	6.7	\$4,690.00
Base Bid	21	2506.503	CONST DRAINAGE STRUCTURE DES 96-4020	L F	\$1,600.00	5.1	0	\$0.00	5.1	\$8,160.00
Base Bid	22	2511.507	RANDOM RIPRAP CLASS III	C Y	\$90.00	35	0	\$0.00	35	\$3,150.00
Base Bid	23	2521.518	4" CONCRETE WALK	S F	\$20.00	90	0	\$0.00	90	\$1,800.00
Base Bid	24	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$65.00	40	0	\$0.00	40	\$2,600.00
Base Bid	25	2563.601	TRAFFIC CONTROL	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
Base Bid	26	2571.524	CONIFEROUS TREE 4' HT CONT	TREE	\$400.00	1	0	\$0.00	1	\$400.00
Base Bid	27	2571.524	DECIDUOUS TREE 1.5" CAL CONT	TREE	\$500.00	1	0	\$0.00	1	\$500.00
Base Bid	28	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$750.00	0	0	\$0.00	0	\$0.00
Base Bid	29	2573.502	WATER TREATMENT TYPE ROCK WEEPER	EACH	\$9,800.00	1	0	\$0.00	1	\$9,800.00
Base Bid	30	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$75.00	6	0	\$0.00	6	\$450.00
Base Bid	31	2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$14.00	185	185	\$2,590.00	185	\$2,590.00
Base Bid	32	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.50	4834	0	\$0.00	4834	\$7,251.00
Base Bid	33	2575.505	SEEDING	ACRE	\$500.00	2.87	0.2	\$100.00	2.87	\$1,435.00
Base Bid	34	2575.508	SEED MIXTURE 25-131	LB	\$3.25	193	30	\$97.50	193	\$627.25
Base Bid	35	2575.508	SEED MIXTURE 33-261	LB	\$21.50	35	0	\$0.00	35	\$752.50
Base Bid	36	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$485.00	14.5	0	\$0.00	14.5	\$7,032.50

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid Totals:								\$5,641.40		\$269,189.90

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
Z77	Base Bid	\$5,641.40	\$269,189.90

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Z77	CO	1	37	2105.507	COMMON EXCAVATION	C Y	(\$7.55)	695	0	\$0.00	695	(\$5,247.25)
Z77	CO	2	38	2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	L F	\$4.00	140	0	\$0.00	140	\$560.00
Z77	CO	2	39	2575.504	TURF REINFORCEMENT MAT CATEGORY 1	S Y	\$16.00	25	0	\$0.00	25	\$400.00
Z77	CO	2	40	2104.507	REMOVE RIPRAP	C Y	\$50.00	20	0	\$0.00	20	\$1,000.00
Contract Change Totals:										\$0.00		\$-3,287.25

Contract Total	\$265,902.65
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
3	Final Reconciling Change Order	\$0.00	\$0.00
1	Adjustments to the Common Excavation quantity due to pond slope adjustments in Legion Field Park. Also included is the addition of a small drainage channel.	\$0.00	(\$5,247.25)
2	Additional Sediment Control Logs placed at outlet to river per action items from MPCA Stormwater Permit inspection. Removal of placed riprap in the park and replace with topsoil borrow, TRM Cat 1 and re-seeding.	\$0.00	\$1,960.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 26, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z84: Legion Field Park River Stabilization Project -- Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 1.
Background Information:	<p>The Redwood River enters the Legion Field Park area adjacent to the park shelter in the southwest portion of the park. Over the last several years, the riverbank has eroded several feet closer to the park shelter facilities. Currently, the riverbank has eroded immediately behind the water fill spigot and bituminous apron around the park shelter. City Engineering staff has identified a stabilization project to reclaim some of the lost riverbank and reinforce the bank with riprap rock. Staff originally budgeted \$100,000 to perform riverbank stabilization at this location and another location adjacent to the bike path on the east portion of the park near the city pool entrance road. Staff removed the stabilization adjacent to the bike path to coordinate stabilization needs with potential bike path relocation due to the future aquatic center design.</p> <p>The items on Change Order No. 1 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 1) in the amount of \$37,127.16.</p>
Fiscal Impact:	Change Order No. 1 (Final) results in a contract decrease in the amount of (\$36.34) and a total contract amount of \$37,127.16. The original contract amount was \$37,163.50.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council approve Change Order No. 1 (Final), resulting in a contract decrease in the amount of (\$36.34) and acknowledge Final Pay Request (No. 1) in the amount of \$37,127.16 for the above-referenced project to A&C Excavating, LLC of Marshall, Minnesota.



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	1
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Project Location	Legion Field Park				
Local Agency	City of Marshall Public Works	Local Project No.	Z84		
Contractor	A&C Excavating, LLC	Contract No.	Project: Z84		
Address/City/State/Zip	PO Box 408 / Marshall / Mn / 56258				
Total Change Order Amount \$	(\$36.34)				

Final Reconciling Change Order

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2104.504	REMOVE BITUMINOUS SURFACING	S Y	\$3.50	9.33	\$32.66
2521.618	4" CONCRETE WALK	S F	\$8.00	326	\$2,608.00
2563.601	TRAFFIC CONTROL	LS	\$1,000.00	-1	(\$1,000.00)
2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,000.00	-1	(\$1,000.00)
2575.604	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.00	-76	(\$152.00)
2575.623	RAPID STABILIZATION METHOD 3	MGAL	\$7,500.00	-0.07	(\$525.00)
Net Change this Change Order					(\$36.34)

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change: 0

Approved by Project Engineer: Jessie Dehn Date: _____
9/24/2021

Print Name: Jessie Dehn Phone: _____

Approved by Contractor: Nycole Ribbe Date: 10-11-21

Print Name: Nycole Ribbe Phone: 507-530-3887

Contract Number: Project: Z84
 Pay Request Number: 1

Project Number	Project Description
Z84	Legion Field Park River Stabilization Project

Contractor: A&C Excavating, LLC PO Box 408 Marshall, Mn 56258	Vendor Number: 01-4193 Up To Date: 09/24/2021
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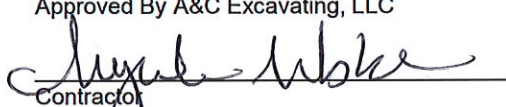
Contract Amount		Funds Encumbered	
Original Contract	\$37,163.50	Original	\$37,163.50
Contract Changes	\$-36.34	Additional	N/A
Revised Contract	\$37,127.16	Total	\$37,163.50

Work Certified To Date	
Base Bid Items	\$37,127.16
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$37,127.16

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$37,127.16	\$37,127.16	\$0.00	\$0.00	\$37,127.16	\$37,127.16
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
Jessie Dehn
 Project Engineer
 09/24/2021
 Date

Approved By A&C Excavating, LLC

 Contractor
 10/11-21
 Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-09-24	\$37,127.16	\$0.00	\$37,127.16

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Stormwater Fund		\$37,127.16	\$0.00	\$0.00	\$37,127.16	\$37,127.16

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
630	Local / Other[1]	\$37,127.16	\$37,127.16	\$37,163.50	\$37,127.16

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$5,000.00	1	1	\$5,000.00	1	\$5,000.00
Base Bid	2	2101.501	CLEARING & GRUBBING	LS	\$7,000.00	1	1	\$7,000.00	1	\$7,000.00
Base Bid	3	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	27	27	\$81.00	27	\$81.00
Base Bid	4	2104.504	REMOVE BITUMINOUS SURFACING	S Y	\$3.50	45.33	45.33	\$158.66	45.33	\$158.66
Base Bid	5	2105.504	GEOTEXTILE FABRIC TYPE 7	S Y	\$25.00	144	144	\$3,600.00	144	\$3,600.00
Base Bid	6	2106.607	COMMON EMBANKMENT (CV) (P)	CU YD	\$10.00	260	260	\$2,600.00	260	\$2,600.00
Base Bid	7	2451.507	GRANULAR BEDDING (CV) (P)	C Y	\$35.00	31	31	\$1,085.00	31	\$1,085.00
Base Bid	8	2511.507	RANDOM RIPRAP CLASS III	C Y	\$65.00	46	46	\$2,990.00	46	\$2,990.00
Base Bid	9	2511.507	HAND-PLACED RIPRAP	C Y	\$75.00	4	4	\$300.00	4	\$300.00
Base Bid	10	2512.501	SALVAGE AND RESTORE EXISTING GABION	LS	\$2,500.00	1	1	\$2,500.00	1	\$2,500.00
Base Bid	11	2521.618	4" CONCRETE WALK	S F	\$8.00	896	896	\$7,168.00	896	\$7,168.00
Base Bid	12	2563.601	TRAFFIC CONTROL	LS	\$1,000.00	0	0	\$0.00	0	\$0.00
Base Bid	13	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,000.00	0	0	\$0.00	0	\$0.00
Base Bid	14	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$18.13	150	150	\$2,719.50	150	\$2,719.50
Base Bid	15	2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$25.00	7	7	\$175.00	7	\$175.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	16	2575.604	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.00	0	0	\$0.00	0	\$0.00
Base Bid	17	2575.605	TURF ESTABLISHMENT	ACRE	\$10,000.00	0.1	0.1	\$1,000.00	0.1	\$1,000.00
Base Bid	18	2575.605	SEEDING	ACRE	\$7,500.00	0.1	0.1	\$750.00	0.1	\$750.00
Base Bid	19	2575.623	RAPID STABILIZATION METHOD 3	MGAL	\$7,500.00	0	0	\$0.00	0	\$0.00
Base Bid Totals:								\$37,127.16		\$37,127.16

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
Z84		\$37,127.16	\$37,127.16

Contract Change Item Status												
Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										\$0.00		\$0.00

Contract Total	\$37,127.16
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Contract Change Totals			
Number	Description	Amount This Request	Amount To Date
1	Final Reconciling Change Order	\$0.00	\$0.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, January 12, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointments to Various City Boards, Commissions, and Authorities.
Background Information:	<p>Below are the recommended appointments to various City Boards, Commissions, and Authorities.</p> <p>The applicant for the following position met with members of the council and school board on October 22, 2021.</p> <p>Community Services Advisory Board Lindsey Steffes – unexpired term set to expire 02/28/2024</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	To approve the nominations to various City Boards, Commissions, and Authorities

City of Marshall Boards and Commissions

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

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

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

Community Services Advisory Board	Incumbent	New Applicants
(1) expired term to expire 2/28/22 (Student) (1) unexpired term to expire 2/28/24		Lindsey Steffes (02/28/2024)

Marshall Municipal Utilities Commission	Incumbent	New Applicants
(1) unexpired term to expire 5/31/26		

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

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

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

Public Housing Commission	Incumbent	New Applicants
(1) unexpired term to expire 5/31/23		

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



BUILDING PERMIT LIST
October 26, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
MIKE BUYASSE CONSTRUCTION, INC.	1207 CANOGA PARK DR	NEW BUILDING	450,000.00
ACE HOME & HARDWARE	502 MERCEDES DR	NEW BUILDING	410,000.00
GESKE HOME IMPROVEMENT CO.	305 MARSHALL ST W	DOORS	1,800.00
BUYASSE ROOFING SYSTEMS & SHEET META	100 MARSHALL ST E	RE-ROOFING	57,100.00
BIGLER, BRAD & HEATHER R	228 WHITNEY ST N	Windows	1,000.00
GEIHL CONSTRUCTION, INC.	308 MAIN ST E	RE-ROOFING	7,200.00



SIGN PERMIT LIST
October 26, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
SLAGEL PROPERTIES LLC	106C 5TH ST S	N/A	1,100.00



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 10/12/2021 - 10/14/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6630	3D SECURITY, INC	10/12/2021	Regular	0.00	450.00	119938
4549	A & B BUSINESS, INC	10/13/2021	EFT	0.00	450.56	7905
4570	AMAZON	10/12/2021	Regular	0.00	809.75	119939
0658	AP DESIGN	10/13/2021	EFT	0.00	239.55	7906
6539	BREMER BANK CC	10/12/2021	Regular	0.00	224.25	119941
6791	CAPITAL ONE	10/12/2021	Regular	0.00	105.07	119942
5733	CLARITY TELECOM, LLC	10/13/2021	EFT	0.00	519.23	7907
0875	COMPUTER MAN INC	10/13/2021	EFT	0.00	785.00	7908
3819	DACOTAH PAPER CO	10/13/2021	EFT	0.00	386.15	7909
1271	HENLE PRINTING COMPANY	10/13/2021	EFT	0.00	93.18	7910
4552	INGRAM LIBRARY SERVICES	10/13/2021	EFT	0.00	3,913.71	7911
5138	L & A SYSTEMS, LLC	10/13/2021	EFT	0.00	347.40	7912
6858	LYNCH, MICHAEL	10/12/2021	Regular	0.00	600.00	119943
1604	MARSHALL AREA CHAMBER OF COMMERCE	10/13/2021	EFT	0.00	189.00	7913
1633	MARSHALL MUNICIPAL UTILITIES	10/13/2021	EFT	0.00	1,559.54	7914
1958	NORTHERN BUSINESS PRODUCTS, INC	10/13/2021	EFT	0.00	6.17	7915
6299	OBEL, CHRISTINA	10/13/2021	EFT	0.00	16.24	7916
5891	ONE OFFICE SOLUTION	10/13/2021	EFT	0.00	150.33	7917
2049	PLUNKETTS PEST CONTROL INC	10/13/2021	EFT	0.00	100.00	7918
4531	POPULAR SUBSCRIPTION SERVICE	10/12/2021	Regular	0.00	1,019.08	119944
2318	SOUTHWEST SANITATION INC.	10/13/2021	EFT	0.00	116.46	7919
4489	VERIZON WIRELESS	10/13/2021	EFT	0.00	59.50	7920

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	6	0.00	3,208.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	34	16	0.00	8,932.02
	50	22	0.00	12,140.17

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	6	0.00	3,208.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	34	16	0.00	8,932.02
	50	22	0.00	12,140.17

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	10/2021	12,140.17
			12,140.17

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS

10/12/2021

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE	
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00		14,074,300.00	4,099,265.87	6,918,924.06	2,165,066.75	723,956.68	140,476.90	26,609.74	99.81%
E22	630-49600-55130	9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00		190,000.00	150,483.00					39,517.00	79.20%
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	695,744.00	5,725,944.00		3,039,722.04	2,390,589.53	143,381.98	142,915.22	9,335.23	99.84%
Z75	476-43300-55170	4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	10,885.14	2,594,640.04		2,528,408.74	27,377.08		5,000.00	33,854.22	98.70%
Z76	476-43300-55170	5/26/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55	(7,706.25)	609,430.30		562,896.42	57,673.16		1,500.00	(12,639.28)	102.07%
Z77	630-49600-55170	6/23/2020	Legion Field Strom Water Improvements-Phase 1	Towne & Country Excavating LLC	277,943.00	(2,967.25)	274,975.75		257,658.64			2,602.61	14,714.50	94.65%
Z82	479-43300-55170	2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	D & G Excavating Inc.	1,051,247.90	30,007.65	1,081,255.55			1,046,976.69		10,575.52	23,703.34	97.81%
Z51	495-43300-55170	2/23/2021	2021 Bituminous Overlay	Duininck, Inc	580,564.28	(160.00)	580,404.28			589,099.98		1,000.00	(9,695.70)	101.67%
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kkuechle Underground	849,244.50		849,244.50			779,179.36		41,009.44	29,055.70	96.58%
B21	479-45200-55120	3/9/2021	Restroom Facility and Picnic Pavilion - Patriot Park	Bladhholm Construction	188,886.00	12,348.00	201,234.00			201,234.00			-	100.00%
Z80	602-49500-55170	5/11/2021	T.H. 23/Independence Park Sewer Realignment	D & G Excavating Inc.	189,448.50		189,448.50			169,989.44		8,946.81	10,512.25	94.45%
PK-001		8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10							100.00%
					<u>28,644,824.55</u>	<u>766,849.47</u>	<u>29,411,674.02</u>	<u>4,249,748.87</u>	<u>13,490,265.10</u>	<u>9,737,637.87</u>	<u>1,848,403.22</u>	<u>429,928.15</u>	<u>(719,968.29)</u>	

MARSHALL-LYON COUNTY LIBRARY
REGULAR BOARD MEETING MINUTES
SEPTEMBER 13TH, 2021

Board Members Present: Michael Murray, Russ Labat, Paul Graupmann, Linda Baun, Ruth Bot, Eric DeGroot, Anita Gaul, Paula Botsford, and Saara Raappana. Staff Present: Director Michele A. Leininger, Christine DeGroot, and Paula Nemes. Others Present:

Called to order at 4:00 p.m. by M. Murray, President.

Pledge of Allegiance.

Motion made by R. Labat, seconded by L. Baun to adopt the agenda as presented. Director Leininger asked to move the line item "Welcome to new Board Member" to after Consent Agenda due to the new Board Member, S. Raappana, will not be able to vote. R. Labat noted his motion would reflect this change. Roll Call Vote: Yes- M. Murray, R. Labat, L. Baun, R. Bot, A. Gaul, and P. Botsford. No: None. The motion passed unanimously.

Motion made by P. Botsford, seconded by L. Baun to adopt the Consent Agenda. Roll Call Vote: Yes- M. Murray, R. Labat, L. Baun, R. Bot, A. Gaul, and P. Botsford. No: None. The motion passed unanimously.

P. Graupmann arrived

E. DeGroot arrived

Welcome and Oath of Office was given to new Board Member, Saara Raappana (City Rep.)

Old Business:

COVID 19 Re-Opening Update: Starting September 18th all three Branches will be back to full hours. Marshall will be open Monday- Thursday 10AM-8PM, Friday 10AM-6PM, and Saturday 10AM-5PM. The Cottonwood and Balaton branches will resume Saturday hours from 9AM-12PM. In the Teen Room and Community Room, masks will be required (depending on the number in each room) and meals will not be allowed in the Community Room for the time being. Snacks can still be served. The Board agreed to allow the Director and Public Services Manager to make the decision on when masks will be required in the Community and Teen Rooms, as well as when meals may be served again.

2022 Draft Budget: Director Leininger presented the 2022 Draft Budget to the Marshall City Council on August 10th and to the Lyon County Board on August 17th. There was discussion on the Commissioners' reaction to the budget at the presentation, as well as if the Annual Budget process, as laid out in the City/County/Library contract, should be reviewed. There was discussion on how the budget might change if the Library receives less than originally requested. The Library budget will have to be finalized after official notification from the City and County on what the funding will be and the Board has time to review what cuts to make.

New Business - None

Reports

Director's Report – The drive up window, as of October 4th, will only be open two days a week: Tuesday which is a delivery day and Saturday. It is possible the window may be open Fridays as well, but staffing has to be reviewed over the next 4 weeks before a decision can be made. The branches continue to see higher numbers since they have reopened.

Board President Report: M. Murray read a prepared statement on his feelings toward the 2022 Draft Budget situation.

Friends: The Friend's Book Sale in August was one of the best sales that they've had. Modern Woodman matched part of the money raised. They are looking at purchasing a Book Bike with the proceeds. An Eagle Scout is making a permanent story walk for outside the library which the Friends will also be contributing to.

Plum Creek: They are in the process of hiring a new director. Hopefully, they will have someone by the end of the year.

Motion by R. Labat, seconded by L. Baun to adjourn at 5:40 p.m.

Respectfully Submitted,
Christine DeGroot

**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
OCTOBER 13, 2021**

MEMBERS PRESENT: Schroeder, Lee, Fox, and Muchlinski

MEMBERS ABSENT:

OTHERS PRESENT: Ilya Gutman, Jason Anderson, and Don Edblom

1. The meeting was called to order by Chairperson Lee. She asked for the approval of the minutes of the September 22, 2021, special meeting of the Marshall Planning Commission. Fox MADE A MOTION, SECOND BY Muchlinski, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.

2. Gutman explained that this request by the owner and Marshall Public Schools is for a conditional use permit to have a Career and Technical Education center. Career and Technical Education, or CTE, courses provide extended opportunities for participants to increase their knowledge of an identified field of interest and gain employability skills and some entry-level technical knowledge or skills. Classes taught at this center will focus on hands-on training and work readiness skills and will be mostly automotive and construction related: Welding, Auto Body, Auto Mechanics, Electrical, Plumbing, HVAC, and Certified Nursing Assistant (CNA). Students will be coming to this building for these classes but will be taught regular high school courses in other school buildings. There may be up to 50 to 60 students in this building at a time. This area is in an I-2 General Industrial District. Ordinance lists industrial training schools as a permitted use in this district. The use proposed by the School District seems to be similar to the permitted use and therefore eligible for a Conditional Use Permit as a use of the same general character as a permitted use. Definition of a principle use that determines zoning district placement and compliance includes a requirement to occupy at least 75 percent of the building; as the only class not related to construction and technical field, CNA class will be limited to not more than 25 percent of the students by one of the conditions. To limit traffic and other impact on surrounding area, the number of students is limited to 60 at a time and an adequate parking lot is required by additional conditions. Staff recommends approval to the City Council of the request of Sandra K Mosch for a Conditional Use Permit for a Career and Technical Education Center as a use similar to a permitted use with the following conditions: 1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with. 2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3. That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties. 4. That the property is updated to conform to the Building Code. 5. That no more than 60 students will be present at a time and no more than a quarter of them is involved in CNA course. 6. That paved parking will be provided as required by Ordinance. Gutman said if you have questions the Superintendent and the Finance Director are here for questions. Jeremy Williams, Superintendent, said there is big need for this type of training that we will be able to offer. The plan is to first move the welding and CAN with more to be added later. This site will give more room to expand. Gutman explained it is his understanding that students would come and go. Williams said yes, that is correct, they would be there for a specific class and back to the school for the core classes. Fox asked if this would create jobs. Williams said yes, it absolutely would create more jobs. School would be looking to hire more teachers. Fox inquired on a potential start date. Williams responded that they believe it would be the fall of 2022. Schroeder MADE A MOTION, SECOND BY Fox to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Fox MADE A MOTION, SECOND BY Schroeder to recommend approval to City Council as recommend by staff. ALL VOTED IN FAVOR OF THE MOTION.

3. Gutman advised that in the last decade, a trend to use one's house (or apartment) for short term rent has been growing; it started with an Airbnb and expanded to VRBO platform. It is widespread in areas popular by tourists and in big cities, but it recently came to Marshall as well. Both platforms allow the owners to stay during rental term or leave and allow unlimited use of the dwelling, but it is difficult to determine what owners choose in each particular case. Based on staff's research, there are several locations in town providing these services. Staff had been aware of some of them but did not see acting on it as an immediate concern until a complaint received recently about one of the locations. Staff recognized that the City had to act and asked for directions from the council, which directed staff to write a new ordinance to address the issue after a meeting where neighbors' complaints were aired. The staff's research has shown that some cities do not address this issue in their ordinances directly, probably because it is relatively new. The cities that do address it mostly do it through the rental license approach. Since Marshall does not have a rental code, it is not possible to use it, so staff proposes to use an interim use permit approach, similar to home occupation. This process will allow people to apply for a one-year interim use permit and then ask to renew it. The proposed attached conditions will mitigate the potential negative impact on the neighborhood and will mitigate the inconveniences neighbors may experience. A few other Ordinance sections were slightly amended and are included in the packet. Section 70-21 Definition was changed to allow taxing of short-term rentals and bed and breakfast facilities. Home occupation and bed and breakfast sections were slightly changed to make them more consistent and similar to short term rentals section. And finally, Outside storage section was changed to allow gravel at outside storage areas. Staff recommends the recommendation to the City Council approving the Ordinance amendments that add a new Section 86-52 Short-term Rentals and amending 86-50 Home Occupations, 86-51 Bed and Breakfast, 86-248 Outside storage, and 70-21 Definitions. Muchlinski said he thinks this is great because it is the trend, and we need to put thoughts into it. Fox ask how it is enforced. Anderson said by complaints. There is key language that should help with the enforcement, so review 6a that says: if you live in and you are running a short-term rental, someone needs to be around or can be there within 30 minutes if the tenants need something fixed. If you don't live there and if you bought a house for the purpose of an Airbnb, all neighbors have to be in agreement with this. Gutman said it will be tough to get a residence just for a short-term rental. Lee questioned as to what is considered a neighbor. Anderson said it states that they have to be adjacent. Gutman went over the conditions. Anderson advised that Gutman had extensively gone over requirements in other towns. Fox asked if he could rent his parents' house out when they snowbird south and what if he is too busy and doesn't get the permit. Anderson explained it would be followed up if we received a complaint. Lee asked about the 30 minutes which she feels is not realistic. Anderson suggested that maybe that language be flagged. Lee asked what about the difference in the 5 bedrooms versus the 4 bedrooms. Gutman explained that in a B&B the people live there, so they are in one bedroom. He went over a few other items: only 1 car parked on the street, the property cannot be for sale, and limit to at least 2 nights stay to discourage 1-night parties. Lee said she could see people wanting 1 night if in town for a game or wedding. Schroeder stated that the person renting would probably have their own requirements, because they won't want a party and mess. Gutman said there is a difference in VRBO in Florida versus Marshall, because we are not a tourist destination. Anderson added to keep in mind that, since we are not tourist location this gives visitors the opportunity to skip the local hotels in the area. Gutman asked what availability condition the commission would like to see instead of 30 minutes. Lee stated she would like it to just state "be available". Anderson inquired on the 2-night minimum. Lee said she would like that removed. Muchlinski said he likes that condition where

--UNAPPROVED --

there is a minimum requirement. Lee said another one she marked is the no pets. Anderson stated that could be up to the property owner. Fox said all he is in favor of is the tax portion and the rest is nonsense. Anderson asked if he would be ok if it was his neighbor. Fox stated that he would be ok with that; he said his neighborhood is already loud. Gutman said this ultimately came up because of a complaint, so that is the reason for the restrictions. It is to ensure that there are things that have to be followed to be able to have this in the neighborhood. Anderson said that if you don't have rules, there would never be a chance to pull the permit. Fox said Airbnb people are mostly quiet. Lee said if she were a neighbor, she would want some ordinances from the city. Muchlinski and Schroeder agreed with her. Anderson asked how they feel about 6b. Lee said she didn't know if it was legal. Gutman stated that we can put in any requirement. Anderson said he doesn't think both neighbors would ever be in agreement. Gutman added that he wasn't sure, because it could be a bargaining item to get a neighbor to improve their property. Anderson asked if the commission wants to remove 6b and 12. Gutman questioned if the commission wants to remove a condition that the renter is required to be at least 25. Lee said she thinks it should be removed. Fox said it is age discrimination and who is going to check renter's age. Anderson explained we don't have the staff to check on these items; it is mostly for guidance. Muchlinski said if they only want one night, they should go to the hotel. Gutman explained that this may be cheaper than a hotel if you have 3 or 4 couples. Muchlinski said he would like 12 to stay but he will forgo keeping that item to have the rest of his changes. Lee said the owners could also have their own rules. Lee recapped to change 6a to being available, then remove 6b and 12. Fox added he doesn't feel the need for a fence to be there either, however, he is against all of it except the tax. Anderson said we could remove the solid fence and add a clear designation of the lot lines, so you don't just have people all over. Gutman stated these items are more to protect the neighbors. Muchlinski said a fence is good, it may keep the peace. Gutman said it maybe helpful to have separation. Muchlinski MADE A MOTION, to recommend to City Council with changing 6 to available and removing 6b and 12 with the rest as recommend by staff. Schroeder said she thinks the fence is too restrictive, but they should still have clear designation of the lot. Muchlinski agreed to have the fence removed. A MOTION WAS MADE BY Muchlinski, SECOND BY Schroeder to recommend to City Council with removing the fence requirement, 6b and 12 then changing 6a to available and the rest as recommend by staff. MOTION PASSED 3 to 1 with Fox voting against.

4. Lee asked for updates on the comprehensive plan. Gutman said right now our consultants are writing a community profile, the summary of current conditions and what is here: They are also designing a survey to go out to Marshall residents. There will be a task force meeting in late October to review the survey questions and offer input. Schroeder said she thought the last task force meeting was well run but would like to see more people at the meetings: there were 7 of the 12. Consultants went over strengths and opportunities. And were very open to working with everyone, and to new ideas. Anderson said he think we will try for 2 hour meeting next time, because it seemed like they ran out of time. Muchlinski added that he feels the input will be very important and the SWAT analyses was excellent. Schroeder said it was a cool way to brainstorm. Anderson said they spent a lot of time in the community that day, which gave them the opportunity to talk with all people. Anderson explained that they also want to create a brand that you can identify with and describes Marshall. Lee asked who the survey is going to. Anderson said currently it will be online. Fox said to put it in the MMU billings. Gutman said any one can spread the word. Lee said it is hard to get all of the residents. Fox asked when the new branding logo was created. Gutman said about a year and half ago. Muchlinski said that is good to play off.

--UNAPPROVED --

Schroeder said yes, they are working towards that. We need to put our name on the map, so they are looking for something, but Ice Cream Capital of the World was already taken. She asked if anyone had anything they wanted brought back to the task force. Lee said she is concerned on reaching the residents of Marshall.

5. In other business Gutman thanked Lee on her recruiting for the commission. Lee went over the places that she has approached people at. She said there is some downtown businesses that she is going to reach out to yet.
6. A MOTION WAS MADE BY Muchlinski, SECOND BY Schroeder to adjourn the meeting. ALL VOTED IN FAVOR. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,
Chris DeVos, Recording Secretary

PUBLIC HOUSING COMMISSION

202 N. FIRST STREET

MARSHALL, MN 56258

October 18, 2021

PARKVIEW APARTMENTS

3:30 P.M. BOARD MEETING

1. Call to Order:
2. Roll Call:
 - A. Possibility of a new Board member.
3. Approval of Previous Meeting Minutes: August 9th, 2021
4. Reports:
 - A. **Eleven** Month report for Operating Statement for FY 2021.
 - B. Accounts Receivable/Payable.
 - C. Occupancy/ Maintenance Report
5. CFP - 2020. Fire Alarm/ Elevator Upgrade. Waiting for Final Close out Documents, then final payments.
2021- E-mail supporting, rejecting the one bid for Windows.
E-mails on Bidding parking lots and windows.
6. New Business:
 - A. Washer / Dryer Update. Payment.
 - B. Low Loss Achievement Award from our Insurance Company.
 - C. Update on the flooring situation, from Continental Flooring.
 - D. Review Snow Bids, Award Contract out.
 - E. Resolution # 21-12. Approve 2022 Fair Market Rents.
 - F. Need to reschedule Novembers Board Meeting Date, November 11th to the 15th?
7. Executive Director Items:
 - A.
8. Commissioner Items:
 - A.
9. Date and Time for Next Regular Meeting, November 15th, 2021. 3:30 p.m.
10. ADJOURN TIME

**PUBLIC HOUSING COMMISSION
OF THE CITY OF MARSHALL
PARKVIEW APARTMENTS**

Minutes of the Meeting of
August 9, 2021

Meeting called to Order: 3:33 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Knobon, Rickgarn, Edblom.
Absent: None

MOTION by Knobon, seconded by Rickgarn, to approve the minutes of the July 20th, 2021 meeting. All voted in favor, Motion passed.

REPORTS:

Nine Month Operating Statement for FYE 21 was reviewed by the Board. Motion by Knobon, second by Rickgarn to approve the monthly report. All voted in Favor, Motion passed to approve the report. Chair signed report.

Account Receivable/Payable: One month of reports were reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 020244 to # 020271 in the amount of \$ 37,400.24 Motion by Rickgarn, second by Knobon, to approve the report. All voted in Favor, Motion Passed.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.


CFP-2020. Update on Fire Alarm System and Elevator's.
CEP-2021. Contracts for CFP 21 have been sent to Studio E.
E-mail updates, on windows and parking lots.


New Business:

- A. Washer /Dryer Update-payment.
- B. Board reviewed a draft of Budget for Fiscal Year End 09/30/2022.

Next Meeting: September 13th 2021 3:30 p.m. Community Room.

Chairperson Reilly Declared the meeting adjourned at 4:12 p.m.


Mark Farrell, Executive Director


Board Member

9-13-21

2021 Regular Council Meeting Dates

2nd and 4th Tuesday of each month

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 12, 2021
2. January 26, 2021

February

1. February 09, 2021
2. February 23, 2021

March

1. March 09, 2021
2. March 23, 2021

April

1. April 13, 2021
2. April 27, 2021

May

1. May 11, 2021
2. May 25, 2021

June

1. June 08, 2021
2. June 22, 2021

July

1. July 13, 2021
2. July 27, 2021

August

1. August 10, 2021
2. August 24, 2021

September

1. September 14, 2021
2. September 28, 2021

October

1. October 12, 2021
2. October 26, 2021

November

1. November 09, 2021
2. November 23, 2021

December

1. December 14, 2021
2. December 28, 2021

2021 Uniform Election Dates

- February 09, 2021
- April 13, 2021
- May 11, 2021
- August 10, 2021
- November 2, 2021

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

October

- 10/26 Regular Meeting, 5:30 PM, City Hall
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November

- 11/09 Work Session, Aquatic Center, 3:45 PM, City Hall
 - 11/09 Performance Evaluation, Closed, 4:45 PM, City Hall
 - 11/09 Regular Meeting, 5:30 PM, City Hall
 - 11/23 Regular Meeting, 5:30 PM, City Hall
 - 11/23 Budget Work Session, at or after 7:00 PM, City Hall
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December

- 12/14 Regular Meeting, 5:30 PM, City Hall
- 12/14 TNT Meeting, 6:00 PM, City Hall (During regular meeting)
- 12/28 Regular Meeting, 5:30 PM, City Hall