



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

**Tuesday, February 23, 2021 at 5:30 PM  
Minnesota Emergency Response and Industrial  
Training (MERIT) Center, 1001 Erie Road**

**NOTICE: Pursuant to Minnesota State Statute 13D.021**

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

**OPENING ITEMS**

1. Call to Order/Pledge of Allegiance
2. Mayor for a Day

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

3. Consider approval of the minutes of the regular meeting held on February 9, 2021.

**AWARD OF BIDS**

4. Project Z51-2021: Bituminous Overlay Project – Consider Resolution Accepting Bid (Awarding Contract).
5. Project Z83: James Avenue/Camden Drive Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract).
6. Consider Award of Bids for Street Sweeper for the Street Department.

**CONSENT AGENDA**

7. Consider authorization to declare surplus property for the Marshall Police Department.
8. Surplus Property for the Marshall Fire Department.
9. Council approval for Marshall Fire Department to apply for FEMA (AFG) Assistance to Firefighter Grant.
10. Consider LG220 Application for Exempt Permit for the RMEF.
11. Consider Request of the Marshall Downtown Business Association for St. Patrick's Day Parade - March 13, 2021.
12. Frontline Warning Systems (outdoor warning sirens) contract with the City of Marshall.
13. Consider Resolution Calling Public Hearings on Street Reconstruction Plan, Capital Improvement Plan, Tax Abatements & Issuance of General Obligation Bonds.
14. Approve Change Order-City Hall Project.
15. Employment Contract-Director of Administrative Services.
16. Call for a Public Hearing Regarding Proposed Property Tax Abatement at 1203 Windstar St.
17. Consider approval of the bills/project payments.

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

18. Consider approval of a Consulting firm conduct a Classification and Compensation Study.
19. Fire Station Roof Replacement Proposals and contracts.
20. Consider awarding bid for Engine 360 truck refurbishing.
21. Grant of Permanent Easement – Project Z82 North 1<sup>st</sup> Street and Project Z83 James/Camden.
22. Project Z90: South 4<sup>th</sup> Street/Country Club Intersection Improvement – Consider Award of Proposals.
23. Resolution of Support for Channel Parkway Local Road Improvement Program (LRIP) Grant Application.

**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.**

- [24.](#) Consider Master Services Agreement with Landrum & Brown, Inc. for the Airport.
- [25.](#) Consider a Resolution Opposing the California Emissions Act.
- [26.](#) Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

**COUNCIL REPORTS**

- [27.](#) Commission/Board Liaison Reports
- 28. Councilmember Individual Items

**STAFF REPORTS**

- 29. City Administrator
- 30. Director of Public Works
- 31. City Attorney

**INFORMATION ONLY**

- [32.](#) Information Only

**MEETINGS**

- [33.](#) Upcoming Meetings

**ADJOURN**

# RULES OF CONDUCT

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	OPENING ITEMS
<b>Type:</b>	INFO
<b>Subject:</b>	Mayor for a Day
<b>Background Information:</b>	<p>The Mayor for a Day Contest began on January 11<sup>th</sup> for kids in grades 4, 5, and 6 with the purpose of seeing what Marshall’s young residents would do if they had the opportunity to be Mayor for a Day.</p> <p>Contestants were asked the simple question: <i>What would Marshall look like if you were in charge of Cultivating the Best in Us?</i></p> <p>They had the option of submitting their responses in a variety of forms such as written essays, poetry, artwork, videos, and more. The contestants could choose how and what they wanted to share that showcased what they would do if given the title Mayor for a Day.</p> <p>We had multiple entries, all of which gave great ideas as well as highlighted things that they already love about our great community.</p> <p>Winners will be able to stop in at the Marshall Community Services office anytime Monday – Friday 8:00am – 4:30pm to pick up you Marshall Aquatic Center pass for Summer 2021 and your signed certificate from the Mayor.</p> <p>Thank you to all of the participants and we look forward to seeing what new and exciting ideas you can come up with for next year.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the minutes of the regular meeting held on February 9, 2021.
<b>Background Information:</b>	Enclosed are the minutes of the regular meeting held on February 9, 2021.
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
<b>Recommendations:</b>	that the minutes of the regular meeting held on February 9, 2021 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, February 09, 2021**

The regular meeting of the Common Council of the City of Marshall was held February 9, 2020, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, 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; Director; Scott VanDerMillen, Director of Community Services; Preston Stensrud, Parks Superintendent and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

**Consider approval of the minutes of the regular meeting held on January 26, 2021.**

Motion made by Councilmember Meister, Seconded by Councilmember Labat that the minutes of the regular meeting held on January 26, 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**

**Project Z82: North 1<sup>st</sup> Street / West Redwood Street / West Marshall Street Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract).**

This project consists of: reconstruction and utility replacement on North 1st Street from East Main Street to West Marshall Street, on West Redwood Street from East College Drive to North 1st Street, and on West Marshall Street from East College Drive to North 1st Street; sanitary sewer, watermain, and storm sewer will be replaced. This project will also include new curb & gutter, new 5-ft. sidewalk on both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.

On February 5, 2021, bids were received for the above-referenced project. Three bids were received as shown on the Resolution Accepting Bid. The low bid was from D&G Excavating, Inc. of Marshall, Minnesota, in the amount of \$1,051,247.90. The engineer's estimate was approximately \$1,170,646.

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

The "Resolution Accepting Bid" awarding the contract to D&G Excavating, Inc. of Marshall, Minnesota, is in the amount of \$1,051,247.90. The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$1,280,419.94.

All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation.

The financing and cost participation will be forthcoming and addressed at the time of the Resolution Declaring Cost to be Assessed.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski that the Council adopt Resolution Number 21-011, which provides for Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project Z82: North 1st Street Reconstruction Project. 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 that the Council adopt Resolution Number 21-012, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with D&G Excavating, Inc. of Marshall, Minnesota, in the amount of \$1,051,247.90 for Project Z82: North 1st Street Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Consider Approval of the Consent Agenda.**

Councilmember Lozinski requested that agenda item number 7, Project Z50-2021: Chip Sealing on Various City Streets – Consider Authorization to Advertise for Bids be removed for further discussion.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer 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 of the Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 19 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0263289 to Bolton & Menk, Inc.

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

Approval to declare surplus property for the Marshall Police Department.

Approval of a LG220 Application for Exempt Permit for the Knights of Columbus.

Approval of the bills/project payments

**Project Z50-2021: Chip Sealing on Various City Streets – Consider Authorization to Advertise for Bids.**

City staff has completed plans and specifications for our yearly city street sealcoating project.

<b><u>Street</u></b>	<b><u>From-To</u></b>
South 4th Street	Country Club Drive to Elaine Street
South 1st Street	George Avenue to Southview Drive
Madrid Street	Channel Parkway to Legion Field Road
11th Street (South)	T.H. 68 to 380' South to Gravel
11th Street (North)	T.H. 68 to Channel Parkway

Fairview Street	11th Street to T.H. 59
Fairview Street	T.H. 59 to 7th Street
Viking Drive	Southview Drive to Deschepper Street
Deschepper Street	Southview Drive to E. Thomas Avenue
E. Thomas Avenue	1st Street to Saratoga Street
David Drive	E. Thomas Avenue to E. Thomas Avenue
Viking Circle	Off Viking Drive
Cullen Circle	Off Deschepper Street
McFarland Circle	Off E. Thomas Avenue
Clifton Circle	Off David Drive
Willow Avenue	N. Hill Street to N. Bruce Street
Willow Lane	N. Bruce Street to Birch Street
North Minnesota Street	Boxelder Avenue to 130' South of Willow
Thunderbird Road	Windstar Street to Continental Road
Holabird Circle	Canoga Park Drive

**Alternates**

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Legion Field Road	T.H. 68 to Railroad Tracks
Legion Field Road	Railroad Tracks to T.H. 19

Staff is proposing a March 2, 2021 bid opening date, and staff will bring an award recommendation to Council at the March 9, 2021 meeting.

Current project estimate is \$138,700. The 2021 budget includes \$140,000 for this work.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer that the Council authorize advertisement for bids for Project Z50-2021: Chip Sealing on Various City Streets. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Consider the request of Monte Buntjer for a Variance Adjustment Permit at 516A Main Street East.**

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

The owner desires to use a shipping container as a permanent storage next to his building at the address listed above. The Ordinance prohibits using shipping containers as accessory buildings (Sec. 86-163 (10)) or permanent storages (Sec. 86-248 (f)).

To grant a variance, City Ordinance and State Statutes require the presence of practical difficulties. The term "practical difficulties," as used in connection with granting a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance, the plight of the landowner is due to circumstances unique (usually something related to physical characteristics of the property not allowing to comply with the Ordinance) to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. The State Statutes essentially forbid granting variances if those conditions are not met. The Findings of Fact based on the League of Minnesota Cities template explains each item listed above in detail.



Shipping containers do not meet building codes and do not fit into typical city environment, which may lead to reduction in surrounding properties' values. Based on the above information, staff does not believe that there are any practical difficulties in this case and therefore recommends that the variance be denied. It is the opinion of City Staff that allowing this variance will set a precedent for the entire city.

The variance regulations and procedures are found in Section 86-29.

At the Planning Commission meeting on January 20, 2021, a public hearing was held and a motion was made by Knieff, second by Lee to recommend approval to the City Council of the request by Monte Buntjer for a Variance Adjustment Permit for a shipping pod as permanent storage at 516A East Main Street. All voted in favor of the motion.

At the City Council meeting on January 26, 2021, the council tabled the item to allow the applicant to review his options.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to deny the variance request and recommend the Legislative and Ordinance Committee to review the current ordinance regulating shipping containers and direct staff to use discretion during this process. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

#### **Establish Aquatic Center RFP Selection and Construction Committee**

Staff is recommending establishment of a pool RFP selection committee and Construction Planning Committee (could be the same group of people).

Committee membership:

City Administrator

Director of Community Services Director

Assistant City Engineer

Parks Superintendent

2-3 Councilmembers

2 CS Board members

2 Community Members

Establishment of the Committee will allow for scheduling of the RFP review in March.

Motion made by Councilmember DeCramer, Seconded by Councilmember Meister to establish the Committee and approve the appointments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

### **Authorization to Purchase Two 72" Commercial Mowers for Parks Department**

Mowers are essential pieces of equipment now only for maintaining our green areas in our Parks but also for snow removal and fall leaf clean up in the parks.

Staff has worked with Kibble Equipment recently to secure pricing to keep all 72" mowers under warranty during the City's ownership and work toward trading in mowers every 2 years when the warranties expire. Last year the City purchased the first two mowers to initiate this program. In the 2021 CIP, two more mowers are budgeted for replacement. One mower is estimated at \$20,000 and the other at \$18,000.

Staff received quotes to purchase two new mowers and trade-in 2 mowers from Kibble Equipment based on last year's discussion and direction to move forward with the replacement plan. Our existing mowers are a 2009 1445 John Deere and a 2014 1545 John Deere.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer for the authorization to purchase two new 72" commercial mowers per quotes received from Kibble Equipment of Marshall, MN. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

### **Public Works Mapping and Informational Update.**

Public Works would like to show the City Council our current utility and infrastructure map that we've been developing in coordination with Marshall Municipal Utilities. The map utilizes the ESRI ArcGIS program to store data and display our systems over aerial imagery. MMU has had their facilities documented in this program for a number of years, while the City has been working over the past 2-3 years to collect data from our systems and get them included into this program. Developing this map takes many, many hours with coordination and effort from many different employees and departments. The City plans to continue driving forward with this program and we have plans to continually add data into this program.

Further, Public Works would like to show City Council some of the additional information and flyers that we have been creating to help inform our public of our capital improvement program and our current construction projects. This information is available on our website and it is a continual work in progress.

### **Municipal Separate Storm Sewer Systems (MS4) Update.**

The City is currently in the process of applying for our new 2020 Municipal Separate Storm Sewer Systems (MS4) General Permit. The MS4 permit is a 28-page permit that outlines numerous requirements that the city must meet as an operator of a storm sewer system. There are some other qualifiers, but generally this permit applies to all communities in our state with a population over 5,000. This permit is generally updated and reissued every five years. In this instance, the 2020 permit will replace our existing 2013 permit. MPCA has been working toward rolling this permit out since 2018.

A large bulk of the changes to this permit revolve around record keeping and 'measurables'. There is a large push from the MPCA to ensure that each community is following through on permit requirements and documenting how the goals are being met. The MS4 is largely guided by meeting six different "Minimum Control Measures (MCMs), each with numerous requirements that must be met to be in compliance with the permit. The MCMs are as follows:

MCM 1: Public Education and Outreach

- MCM 2: Public Participation/Involvement
- MCM 3: Illicit Discharge Detection and Elimination (IDDE)
- MCM 4: Construction Site Stormwater Runoff Control
- MCM 5: Post-Construction Stormwater Management
- MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations

As part of our application for new permit coverage, Engineering staff is reviewing our entire MS4 program to both audit ourselves and also update and amend our City Stormwater Pollution Prevention Plan (SWPPP). Along with submitting the new application, we will need to convey to the MPCA whether we are meeting any applicable and approved Total Maximum Daily Load (TMDL) waste load allocations (WLAs). For example, the City of Marshall is required to show a reduction of 30% in Total Phosphorus (TP) output from our MS4 as compared to a baseline year of 1988. This is related to an EPA-approved Lower Minnesota River Dissolved Oxygen TMDL.

City staff is currently working with Bolton & Menk on a stormwater modeling project. Within this project, we are creating a basic, cost-effective approach to reviewing our MS4 for compliance with our approved TMDLs. We believe that our work with Bolton & Menk will be adequate to satisfy the MPCA's desire to see measurable progress toward meeting our TMDLs.

**Approve City Hall Furniture Purchase**

Staff have been reviewing furniture needs. Due to smaller office spaces, most offices need desks that fit the office. In addition, Council Chamber addition and various other meeting space have needs. City Hall Committee has reviewed furniture needs and will be providing a formal recommendation following their next scheduled meeting held on Tuesday Feb 9th.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to approve the furniture contract. 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 its relief fund, which is healthy and active. Bremer Bank manages this fund.

Southwest Regional Development Commission met and reviewed is COVID RLF with \$240,000 remaining in its fund program.

Schafer        MERIT Center Commission met and reviewed the number of regional and statewide police and fire trainings the MERIT Center has held.

Southwest Radio Board met and is focusing on law enforcement and fire for statewide and interstate operability. A grant was awarded for updating the communications truck and the installment has been completed.

Meister        No report

Edblom        No Report

DeCramer     Marshall Municipal Utilities met and discussed the slight voltage increase

Diversity, Equity, and Inclusion Commission met and continues to finalize the framework for the commission. The Cultures on the Prairie will be held virtual this year on February 23.

Labat Library Board met and approved the final job description for the office manager position. Discussions have begun on the opening of surrounding area branches.

Lozinski City Hall Committee met discussed the city hall furniture bid.

### **Councilmember Individual Items**

Councilmember Meister discussed childcare within the City and that city should review options to facilitate childcare. Member Meister discussed the rollout of the COVID 19 vaccine at the state level.

Mayor Byrnes attended an annual event, 1000 Books Before Kindergarten, coordinated by the Marshall-Lyon County Library. The Mayor of a Day contest will be announced soon for 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup> graders. Four city mayors, Marshall, Pipestone, Worthington, and Luverne have been communicating with legislators on strategies for business competitiveness with surrounding states.

### **City Administrator**

City Administrator Sharon Hanson commented on future conversations coming from the EDA regarding childcare. Several meetings with the School District on childcare. Long term debt reports have been distributing by Lyon County for every municipality within the County. Vaccines distribution has improved within the State of Minnesota. Administrator Hanson provided discussion on the possibility of a Lyon County led Economic Development.

### **Director of Public Works**

Director of Public Works/ City Engineer Jason Anderson commented that they have received five proposals for the Comprehensive study.

### **City Attorney**

City Attorney Dennis Simpson discussed land sale closing for Best Topsoil, LLC. Minnesota Department of Agriculture have provided an approval of the Helena Chemical site cleanup. Discussion and information are being collected for the annexation of 80 acres along North 7<sup>th</sup> St.

### **Administrative Brief**

There were no questions on the Administrative Brief.

### **Information Only**

There were no questions on the information items.

### **Upcoming Meetings**

There were no questions on the upcoming meetings.

**Adjourn**

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

Attest:

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

\_\_\_\_\_  
Mayor

**CITY OF MARSHALL**  
**AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	AWARD OF BIDS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project Z51-2021: Bituminous Overlay Project – Consider Resolution Accepting Bid (Awarding Contract).
<b>Background Information:</b>	<p>This project consists of street mill and overlay project. Attached is the plan cover sheet that identifies each street that is scheduled to receive a mill and overlay treatment.</p> <p>Streets include:  London Road (Madrid Street to Channel Parkway)  Athens Avenue (Madrid Street to Paris Road)  Oslo Avenue (Madrid Street to Dublin Street)  Rainbow Drive (Madrid Street to Paris Road)  Parkside Drive (Lyon Street to Jewett Street)  Woodland Way  Garden Circle  Baseline Drive (Nwakama Street to Clarice Avenue)</p> <p>On February 19, 2021, bids were received for the above-referenced project. Two bids were received as shown on the attached Resolution Accepting Bid. The low bid was from Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$580,564.28.</p>
<b>Fiscal Impact:</b>	<p>The engineer’s estimate for the project was approximately \$620,300. The 2021 Public Improvement Revolving Fund includes \$625,000 for this project.</p> <p>Attached is the “Resolution Accepting Bid” awarding the contract to Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$580,564.28, with a maximum of \$625,000.00.</p>
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER 21-013, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Duininck, Inc. of Prinsburg, Minnesota, for Project Z51-2021: Bituminous Overlay Project in the amount of \$580,564.28, with a maximum of \$625,000.00.

**RESOLUTION NUMBER 21-013**

**RESOLUTION ACCEPTING BID (AWARD CONTRACT)**

WHEREAS, pursuant to an advertisement for bids for the following project:

**PROJECT Z51-2021: BITUMINOUS OVERLAY PROJECT**

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

<b>Bidder</b>	<b>Bid Amount</b>
Duininck, Inc. Prinsburg, Minnesota	\$580,564.28
Central Specialties, Inc. Alexandria, Minnesota	\$628,173.45

AND WHEREAS, Duininck, Inc. of Prinsburg, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$580,564.28, with a maximum of \$625,000, in the name of the City of Marshall for the above referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 23<sup>rd</sup> day of February, 2021.

ATTEST:

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

\_\_\_\_\_  
Mayor

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

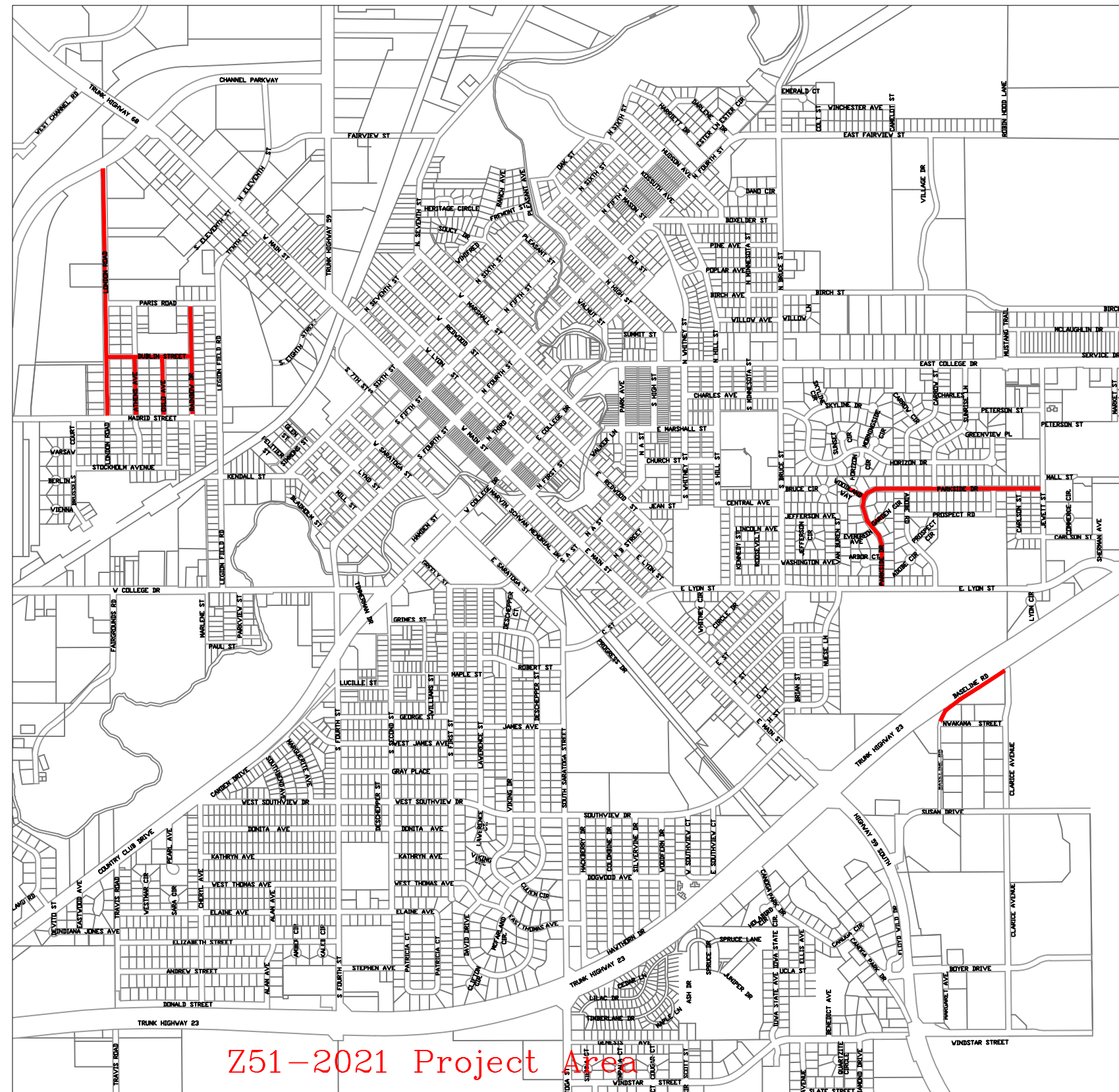
# CITY OF MARSHALL, MINNESOTA

## Construction Plans for Bituminous Overlays & Pedestrian Ramp Improvements within the City of Marshall

# INDEX

### Legend

- ALIGNMENT STATIONS
- EXISTING GAS LINE
- EXISTING COMMUNICATION LINE
- EXISTING FIBER LINE
- EXISTING UNDERGROUND POWER
- EXISTING STREET LIGHT
- EXISTING CATCH BASIN
- EXISTING STORM MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING HYDRANT
- EXISTING WATER VALVE
- NEW CATCH BASIN
- NEW HYDRANT
- NEW WATER VALVE
- NEW SANITARY MANHOLE
- NEW STORM MANHOLE



### SHEET NO. DESCRIPTION

1. TITLE SHEET
2. ESTIMATED QUANTITY SHEET
3. ADA QUANTITY TABLES
4. CONSTRUCTION NOTES SHEETS
5. DETAIL SHEETS
- 6-10. ADA PLAN SHEETS
- 11-20. MNDOT STANDARD PLAN SHEETS

### SPECIFICATION REFERENCE

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS

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

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE: \_\_\_\_\_ REG NO 53322

### ELECTED OFFICIALS

- ROBERT BYRNES, MAYOR
- STEVEN MEISTER, CITY COUNCIL
- JOHN DECRAMER, CITY COUNCIL
- JAMES LOZINSKI, CITY COUNCIL
- DONALD EDBLOM, CITY COUNCIL
- CRAIG SCHAFFER, CITY COUNCIL
- RUSS LABAT, CITY COUNCIL

### CITY OF MARSHALL STAFF

- SHARON HANSON, CITY ADMINISTRATOR
- ANNETTE STORM, DIRECTOR OF ADMINISTRATIVE SERVICES
- JASON ANDERSON, DIR. OF PUBLIC WORKS/CITY ENGINEER
- JESSIE DEHN, ASSISTANT CITY ENGINEER
- GEOFFREY STELTER, SENIOR ENGINEERING SPECIALIST
- JASON ROKEH, ENGINEERING SPECIALIST
- GREGG SWANSON, ENGINEERING SPECIALIST
- JERRED LEE, ENGINEERING SPECIALIST
- LONA RAE KONOLD, PUBLIC WORKS ADMIN. ASSISTANT
- ROBERT VANMOER, WASTEWATER TREATMENT SUPERINTENDENT

PLAN 1"=40'  
 PROFILE NA  
 INDEX MAP 1"=100'  
 GENERAL LAYOUT 1"=40'

NOT TO SCALE





**CITY OF MARSHALL**  
**AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	AWARD OF BIDS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project Z83: James Avenue/Camden Drive Reconstruction Project - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract).
<b>Background Information:</b>	<p>This project consists of the following: reconstruction and utility replacement on James Avenue between Camden Drive and South 4<sup>th</sup> Street and Camden Drive between James Avenue and South 4<sup>th</sup> Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on James Avenue and Camden Drive. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter and other minor work.</p> <p>On February 19, 2021, bids were received for the above-referenced project. Four bids were received as shown on the attached Resolution Accepting Bid. The low bid was from Kuechle Underground of Kimball, Minnesota, in the amount of \$849,244.50. The engineer’s estimate was approximately \$956,984.</p>
<b>Fiscal Impact:</b>	<p>The above-referenced project, or a portion thereof, may be financed by the sale of bonds with repayment coming from assessments and Debt Service Fund Levy. It is required that action be authorized by City Council via Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.</p> <p>Attached is the “Resolution Accepting Bid” awarding the contract to Kuechle Underground of Kimball, Minnesota, in the amount of \$849,244.50.</p> <p>The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$1,034,379.80.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation.</p> <p>The financing and cost participation will be forthcoming and addressed at the time of the Resolution Declaring Cost to be Assessed.</p>
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	<p>Recommendation No. 1 that the Council adopt RESOLUTION NUMBER 21-014, which provides for Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project Z83: James Avenue/Camden Drive Reconstruction Project.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 21-015, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Kuechle Underground of Kimball, Minnesota, in the amount of \$849,244.50 for Project Z83: James Avenue/Camden Drive Reconstruction Project.</p>

**RESOLUTION NUMBER 21-014**

**DECLARATION OF OFFICIAL INTENT  
REGARDING THE REIMBURSEMENT OF EXPENDITURES  
WITH THE PROCEEDS OF TAX-EXEMPT BONDS**

WHEREAS, under regulations adopted by the Secretary of the Treasury of the United States of America, the City of Marshall, Minnesota (the "City") is required to make a declaration of its official intent prior to making a capital expenditure, if it intends to be reimbursed for such capital expenditure at a future date from the proceeds of a tax-exempt bond; and

WHEREAS, the City intends to make capital expenditures with respect to the project described below and also intends to reimburse the fund or account described below from which the capital expenditure will be initially paid from the proceeds of an issue of tax-exempt bonds issued at a future date.

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

1. A general functional description of the project for which the expenditures to be reimbursed are paid is set forth below:

**PROJECT Z83: JAMES AVENUE/CAMDEN DRIVE RECONSTRUCTION PROJECT** – This project consists of the following: reconstruction and utility replacement on James Avenue between Camden Drive and South 4<sup>th</sup> Street and Camden Drive between James Avenue and South 4<sup>th</sup> Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on James Avenue and Camden Drive. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter and other minor work.

The principal amount of debt expected to be issued for the project referred to above will not exceed \$1,075,000.

2. The fund or account from which the expenditures to be reimbursed are to be paid and the general functional purpose of the fund or account is set forth below:

Capital Improvements Projects Fund

3. The City reasonably expects to reimburse the expenditures referred to above with the proceeds of tax-exempt bonds.
4. This statement of the official intent of the City is a declaration of official intent under the regulations adopted by the Secretary of the Treasury of the United States of America.

Passed and adopted by the City Council this 23<sup>rd</sup> day of February, 2021.

ATTEST:

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

\_\_\_\_\_  
Mayor

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

**RESOLUTION NUMBER 21-015  
RESOLUTION ACCEPTING BID (AWARD CONTRACT)**

WHEREAS, pursuant to an advertisement for bids for the following project:

**PROJECT Z83: JAMES AVENUE/CAMDEN DRIVE RECONSTRUCTION PROJECT** – This project consists of the following: reconstruction and utility replacement on James Avenue between Camden Drive and South 4<sup>th</sup> Street and Camden Drive between James Avenue and South 4<sup>th</sup> Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on James Avenue and Camden Drive. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter and other minor work.

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Bid Amount
Kuechle Underground Kimball, MN	\$849,244.50
Duininck, Inc. Prinsburg, MN	\$863,509.87
D&G Excavating, Inc. Marshall, MN	\$875,705.38
R&G Construction Co. Marshall, MN	\$944,286.86

AND WHEREAS, with Kuechle Underground of Kimball, Minnesota, is the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with with Kuechle Underground of Kimball, Minnesota, in the amount of \$849,244.50, in the name of the City of Marshall for the above referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 23<sup>rd</sup> day of February, 2021.

ATTEST:

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

\_\_\_\_\_  
Mayor

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

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	AWARD OF BIDS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Award of Bids for Street Sweeper for the Street Department.

**Background Information:**

The City opened bids on July 10, 2020 for replacement of the street sweeper for the Street Department. The City currently operates a 2015 Elgin Pelican street sweeper. At this time, one bid was received from MacQueen Equipment of St. Paul, MN. MacQueen Equipment has the State contract for their Elgin Street sweepers.

At the July 14, 2020 City Council meeting, Council requested City staff to consider keeping the 2015 Elgin Pelican street sweeper instead of trading it in for \$68,200. By keeping the 2015 sweeper, the City is afforded redundancy with operations, the City may run two machines in tandem during early spring and fall time when demand is high, and the City could defer future street sweeper replacements by spreading machine time between two sweepers.

At their meeting on July 14, 2020, the City Council tabled action on this item to the July 28, 2020 meeting to allow for staff to review the Surface Water Management Utility budget to ensure that the fund could absorb the additional \$68,200 cost of not trading in the sweeper. After reviewing the budget, it was determined that the purchase could be financed by utilizing Surface Water Management Fund reserves.

At the July 28, 2020 meeting the City Council voted to deny the street sweeper purchase and defer a future purchase into 2021. The Council cited the opportunity to submit a Surface Water Management Utility budget that included funding for a new street sweeper purchase without trade-in. Further, Councilman Labat requested City staff to check with other cities to inquire how many street sweepers other cities operate.

The 2021 Capital Improvement Plan (CIP) includes \$245,000 for the purchase of a new street sweeper. This figure allows for the new purchase while also allowing for the City to keep its existing 2015 sweeper in the fleet.

Further, City staff has checked with other area communities to inquire about their street sweeping equipment. Out of respect for their time, we simply asked how many street sweepers and/or leaf vacuums their Public Works Departments operate. The responses are as follows:

City	Sweeper	Leaf Vacuum
Albert Lea	2	1
Fairmont	2	1
Hutchinson	2	4
New Ulm	1	0
Northfield	1	0
North Mankato	2	2
Owatonna	2	1
St Peter	2	1
Waseca	1	1
Willmar	2	0
Worthington	2	0

	<p>Some communities gave specific feedback as to the exact type of equipment they operate, while others were generic by indicating the number of sweepers and vacuums. In reviewing this information, it is evident that most communities are operating multiple sweepers.</p> <p>City staff has reached out to MacQueen Equipment regarding the State contract purchase price of the Elgin Pelican NP Dual street sweeper. MacQueen has indicated that the State contract price is the same as bid last summer through March 1, 2021. Therefore, City staff would like the Council to authorize the purchase of the Elgin Pelican NP Dual street sweeper from MacQueen Equipment at this meeting to ensure the best purchase price available.</p>
<b>Fiscal Impact:</b>	The total cost of purchasing the new street sweeper is \$240,259. The approved 2021 Capital Equipment budget included \$245,000 for the purchase of this unit from the Surface Water Management Utility fund.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize the purchase of a new 2020 Elgin Pelican NP Dual Street Sweeper for the Street Department from MacQueen Equipment of St. Paul, Minnesota, in the amount of \$240,259. The current 2015 Elgin Pelican street sweeper will be retained by the City Street Department and will be used to supplement City street sweeping operations.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 9, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare surplus property for the Marshall Police Department.
<b>Background Information:</b>	This property has been abandoned or seized by the Marshall Police Department and has gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	This property will be auctioned on-line at the state site or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That the property be declared as surplus by the City of Marshall.

- Code 3 LED Lightbars (5 Total)
- Plastic Transport Seat and Partition (Cage) which was used for the old Impalas
- Equipment Tray with attached old radio – this was also used in the old cars
- Protective Bars for the windows
- Push Bumper
- 4 sets of 3 Traffic Hazard Triangles

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Surplus Property for the Marshall Fire Department
<b>Background Information:</b>	<p>Declare the following property as surplus property for the City of Marshall Fire Department:</p> <ol style="list-style-type: none"> <li>1. Two (2) high pressure hose reels</li> <li>2. Lukas hydraulic pump – (no longer needed due to technology and reliability of battery powered tools)</li> </ol> <p>FYI: Smaller surrounding fire departments have expressed interest in purchasing this equipment that is no longer utilized by the Marshall Fire Department.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Declare the above property as surplus.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Council approval for Marshall Fire Department to apply for FEMA (AFG) Assistance to Firefighter Grant
<b>Background Information:</b>	The Marshall Fire Department is asking the City Council to consider allowing them to apply for a FEMA (AFG) grant for new mobile/portable radios. Anticipated costs to purchase new radios could exceed \$150,000 dollars. FEMA (AFG) has grants available that could cover up to 95% of these expenses for fire departments. This grant application process for radio replacement is extremely competitive and difficult to receive.
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Allow the Marshall Fire Department to apply for the FEMA (AFG) grant for radio replacement

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider LG220 Application for Exempt Permit for the RMEF.
<b>Background Information:</b>	This LG220 application of Exempt Permit is for the Rocky Mountain Elk Foundation, Southwest Great Divide Chapter to hold a raffle on March 6, 2021 to be held at the Gambler, 303 W. Main St., Marshall, Minnesota
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to the Rocky Mountain Elk Foundation, Southwest Great Divide Chapter to hold a raffle on March 6, 2021 to be held at the Gambler, 303 W. Main St., 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: Rocky Mountain Elk foundation Southwest Great Divide C Previous Gambling Permit Number: ██████████  
 Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: ██████████  
 Mailing Address: ██████████  
 City: Marshall State: MN Zip: 56258 County: Lyon  
 Name of Chief Executive Officer (CEO): Jeff Ross  
 CEO Daytime Phone: 507-530-7352 CEO Email: swgdrmf@gmail.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](http://www.sos.state.mn.us)  
 651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**  
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**  
 If your organization falls under a parent organization, attach copies of **both** of the following:  
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and  
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): The Marshall Gambler  
 Physical Address (do not use P.O. box): 303 W Main St; Marshall, MN 56258  
 Check one:  
 City: Marshall Zip: 56258 County: Lyon  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Date(s) of activity (for raffles, indicate the date of the drawing): March 6th, 2021

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

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [mn.gov/gcb](http://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)**

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

The application is acknowledged with no waiting period.

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).

The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel:  
\_\_\_\_\_

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

**The city or county must sign before submitting application to the Gambling Control Board.**

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel:  
\_\_\_\_\_

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

**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.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

**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: \_\_\_\_\_  
(Signature must be CEO's signature; designee may not sign)

Print Name: Jeff Ross

**REQUIREMENTS**

**Complete a separate application for:**

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

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

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

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

**MAIL APPLICATION AND ATTACHMENTS**

**Mail application with:**

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

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

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

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

CINCINNATI OH 45999-0038

In reply refer to: 0248164798  
Nov. 13, 2018 LTR 4167C 0

[REDACTED]  
[REDACTED]  
BODC: TE

ROCKY MOUNTAIN ELK FOUNDATION INC  
5705 GRANT CREEK RD  
MISSOULA MT 59808-9394



048583

Employer identification number: [REDACTED]  
Group exemption number: [REDACTED]

Dear Taxpayer:

This is in response to your request dated Nov. 01, 2018, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in September 1984, and you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

Please refer to [www.irs.gov/charities](http://www.irs.gov/charities) for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

ROCKY MOUNTAIN ELK FOUNDATION INC  
5705 GRANT CREEK RD  
MISSOULA MT 59808-9394

Sincerely yours,



Kim A. Billups, Operations Manager  
Accounts Management Operations 1

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Request of the Marshall Downtown Business Association for St. Patrick's Day Parade - March 13, 2021.
<b>Background Information:</b>	<p>The City has received a request from the Marshall Area Chamber of Commerce for street closure from 2:00 pm-4:00 pm for the annual St. Patrick's Day Parade on Saturday, March 13, 2021 at 3:00 pm.</p> <p>Line-up will begin at 2:45 pm. The parade will start at South 1<sup>st</sup> Street (Casey's corner) and proceed down Main Street to the North 5<sup>th</sup> Street (Wooden Nickel corner).</p> <p>The request to Mn/DOT for street closure will be from 2:00 pm to 4:00 pm allowing the Street Department to set up and take down the detour.</p> <p>Upon approval of the City Council, the request will be forwarded to Mn/DOT for their approval.</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council authorize the annual St. Patrick's Day Parade to be held on Saturday, March 13, 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: Marshall Downtown Business Association

Applicant Address: 118 West College Dr; Marshall, MN 56258

Contact Person: Erin Raveling Phone/Cell#: 507-532-4484

Address of Request: West Main Street

Reason for Request: St. Patrick's Day Parade

Start Date of Request: Saturday - 03/13/2021 - 2pm-4pm Start Time: am/pm

End Date of Request: End Time: am/pm

Brief Description of Area Requested for Private Use/Closure (attach map):

Corner of W College Drive and Main Street, Down to North 5th Street

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

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

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

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

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

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

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

2/15/21 Date

Erin Raveling Digitally signed by Erin Raveling Date: 2021.02.15 09:11:21 -06'00' Signature of Applicant



**RECOMMENDATION**

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

RECOMMENDATION: \_\_\_\_\_

Special Provisions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Director of Public Works/City Engineer

=====

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

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

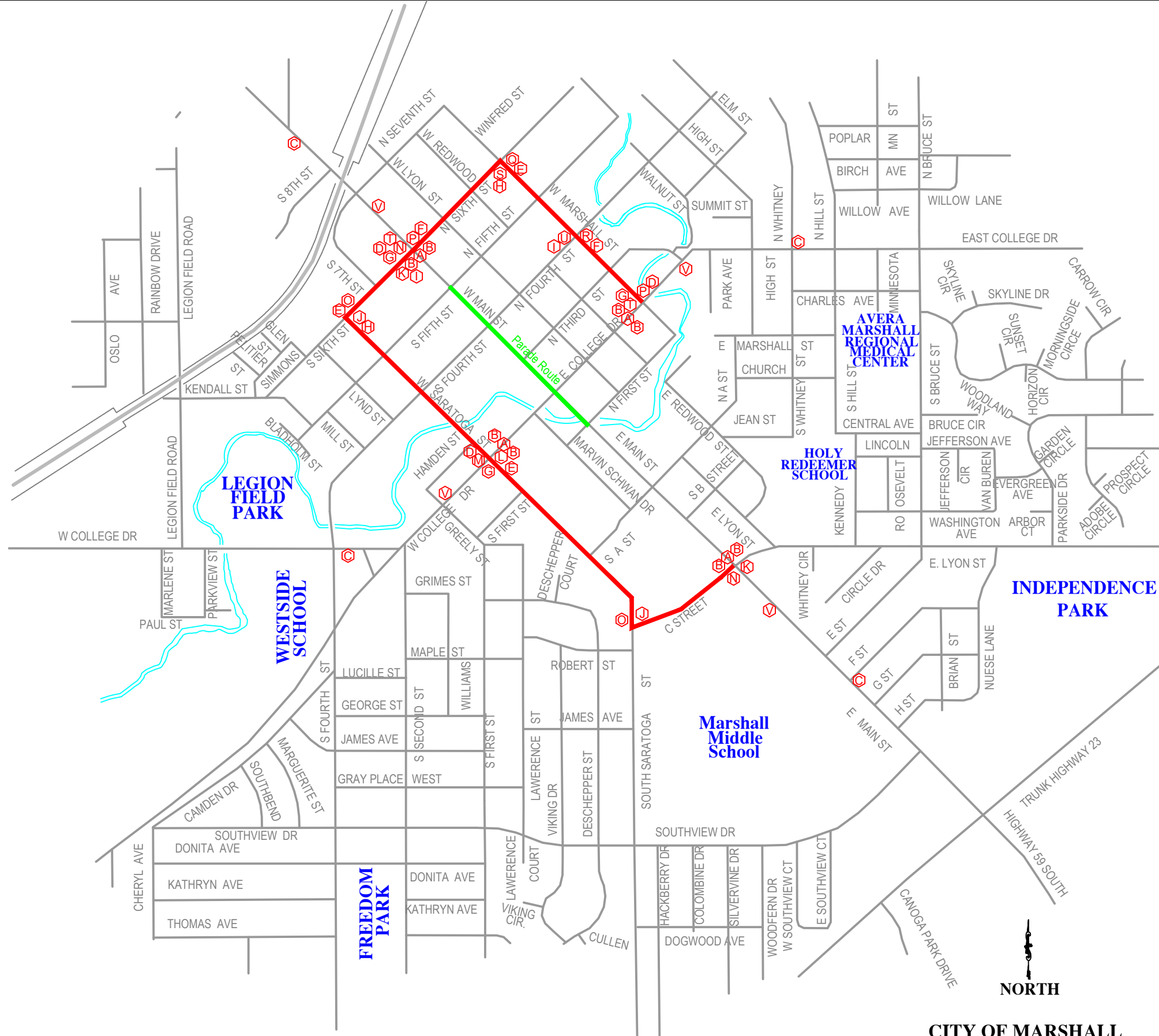
ATTEST:

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

\_\_\_\_\_ Mayor of the City of Marshall, MN

Attachments

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



DETOUR SIGNING PLAN

<b>A</b>	R11-2 G20-2 FLASHERS NOT SHOWN	<b>J</b>	M4-8 M3-1 M1-4 M5-1a (RIGHT)	<b>S</b>	M4-8 M3-2a M1-5a M5-1a (RIGHT)
<b>B</b>	G20-2 FLASHERS NOT SHOWN	<b>K</b>	M4-8 M3-1 M1-4 M5-1a (LEFT)	<b>T</b>	M4-8 M3-2a M1-5a M5-1a (LEFT)
<b>C</b>	W20-2 1500 FEET *1500' FROM INT.	<b>L</b>	M4-8 M3-1 M1-4 M6-3	<b>U</b>	M4-8 M3-2a M1-5a M6-3a
<b>D</b>	M4-8 M3-4a M1-5a M5-1a (RIGHT)	<b>M</b>	M4-8 M3-3 M1-4 M6-3	<b>V</b>	M4-8a *500' FROM INT.
<b>E</b>	M4-8 M3-4a M1-5a M5-1a (LEFT)	<b>N</b>	M4-8 M3-3 M1-4 M5-1 (RIGHT)		
<b>F</b>	M4-8 M3-4a M1-5a M6-3a	<b>O</b>	M4-8 M3-3 M1-4 M5-1 (LEFT)		
<b>G</b>	M4-8 M3-2a M1-5a M5-1a (LEFT)	<b>P</b>	M4-8 M3-4a M1-5a M5-1a (RIGHT)		
<b>H</b>	M4-8 M3-2a M1-5a M5-1a (RIGHT)	<b>Q</b>	M4-8 M3-4a M1-5a M5-1a (LEFT)		
<b>I</b>	M4-8 M3-2a M1-5a M6-3a	<b>R</b>	M4-8 M3-4a M1-5a M6-3a		

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 THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CITY OF MARSHALL.  
TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

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

St. Patrick's Day 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 2/18/2021  
DRAWN BY G.J.S.  
S.P. NO.  
SHEET Page 34

Item 11.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Frontline Warning Systems (outdoor warning sirens) contract with the City of Marshall.
<b>Background Information:</b>	<p>This request is for the City Council to consider the renewal of the service contract for the city’s outdoor warning system. This contract is with Frontline Warning Systems and would begin March 1<sup>st</sup>, 2021. A copy of the contract and quote are attached.</p> <p>The City of Marshall utilizes outdoor warning sirens to provide critical public outdoor emergency warning. This equipment must be well maintained to be working when needed. Frontline Warning Systems of Monticello, MN has conducted the maintenance and service to our outdoor warning sirens for many years. This company is the exclusive vendor for this product and most familiar with keeping this crucial system working.</p> <p>The annual service and maintenance for our outdoor siren system is a planned expense in our Emergency Management budget.</p>
<b>Fiscal Impact:</b>	<p>The cost for this maintenance agreement is \$3,100; which includes \$3,000 for a \$250 per siren cost for our twelve (12) outdoor warning sirens and \$100 to check the base station to activate the sirens.</p> <p>This expense has been planned for in the Emergency Management budget.</p>
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve the annual service contract with Frontline Warning Systems for service and maintenance of the city’s outdoor warning sirens.



8004 Aetna Ave NE Monticello, MN 55362

1-800-879-3177

763-295-3650 (fax)

[frontlineplus@tds.net](mailto:frontlineplus@tds.net)

[www.frontlinewarningsystems.com](http://www.frontlinewarningsystems.com)

## **Annual Service Proposal and Contract for Whelen Outdoor Warning Sirens.**

**Effective January 1, 2021**

Frontline Warning Systems, Inc. of Monticello, Minnesota hereby proposes the following contract for users of Whelen Mass Warning Products.

To ensure quality operation and longevity of Whelen Warning Products, it is necessary to perform inspection and maintenance of siren systems. This includes maintenance of the batteries, cabinet assembly, electronics, and other components of the siren system.

As a factory authorized service outlet, Frontline Warning Systems proposes to perform this work prior to Severe Weather season to ensure reliable operation.

Frontline will perform maintenance duties twice during the year under this contract to the owner and/or operator of each individual siren. This contract will carry an annual fee for each Whelen Siren. The included official quotation will be the total price, including batteries and/or other parts. One Spring Service (pre-season) and one Fall Service (post-season) will be completed.

The specific dates that maintenance is to be completed upon will ultimately be under the authority and convenience of Frontline Plus, but will be within appropriate seasons, including prior to severe weather season respectfully. Frontline Plus will coordinate these dates with each user. If specific service dates are desired, please coordinate these with Frontline Plus as early as possible.

In addition, Frontline will gather, record, and store records of maintenance for each individual siren site that carries a service contract. These records will be made exclusively available to the owner/operator of each site. These records will not be shared unless requested, and will only be shared with personnel authorized by the siren's owner/operator.

This will be a complete maintenance contract only. Frontline Warning Systems will perform maintenance duties as outlined in the Whelen operation and installation manuals by the factory. Replacement batteries, repair of individual components, component replacement, upgrades or other expenses are not included in this contract. This contract, under no conditions, will cover damages incurred by acts of God, vandalism, misuse, abuse, or improper operation.

If non-critical components fail, Frontline will notify the end user. A separate purchase order may be issued for those repairs. Components (such as batteries or other critical components) that have failed and have taken the siren completely off-line at the time of inspection will be replaced immediately at market price unless otherwise dictated at the time of contract acceptance.

Under this contract, Frontline Warning Systems will be available for a 48 hour response time on system failures. If a siren that is under contract fails, a representative from Frontline will be on-site within 48 hours to inspect, repair, or service accordingly. Also while under contract, there will be no trip charge issued for this response. This does not apply to failures as a result of non-replacement of items suggested during pre-season inspection.

This contract applies exclusively to customers (owners and operators) of Whelen products. In a siren system that has sirens of different manufacturers, only the Whelen sirens will be maintained under this contract. A separate contract may be issued for other sirens.

The purchaser of this contract will be billed for the annual contract prior to March 1<sup>st</sup>, 2021. The amount billed will be affected upon the total number of sirens requested for maintenance. Each individual siren will carry a charge as listed above; this is a one-time charge per siren per year for year of 2020. With an authorized signature on this form, the contract will begin from date of acceptance or January 1, 2021 (whichever is earlier) and will end December 31th, 2021. The purchaser will be billed before the first maintenance service is performed. If Frontline Warning Systems fails to perform maintenance service or becomes unable to perform duties, the pro-rated amount will be refunded to the purchaser.

A copy of this document with an invoice will be provided to the purchaser of this contract. This contract will be re-invoiced prior to March 1<sup>st</sup>, 2022 when the customer can choose to renew or cancel the contract.

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position or title

120 Marshall  
Siren/s Location (city)

\_\_\_\_\_  
Frontline Plus authorized signature

2-8-2021  
Date

# Frontline Warning Systems

Frontline Plus Fire & Rescue  
 DBA/Frontline Warning Systems  
 8004 Aetna Avenue NE  
 Monticello, MN 55362

Phone #  
 763-295-3650

frontlineplus@tds.net  
 www.frontlinewarningsystems.com

# Invoice

Date	Invoice #
2/8/2021	13329

Bill To
City Of Marshall C/O Emergency Manager 611 West Main St Marshall, Mn. 56258-0477

Ship To
City Of Marshall Dir of Public Safety 344 W. Main St. Marshall, Mn. 56258-0477 507-537-7000 ext.200

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	FLP/PO#
Siren Service	Net 30 Days	2/28/2021		AS LISTED		

Item	Description	Qty	Rate	Amount
SIREN SERVICE CO...	This invoice is for FY2021 siren service & maintenance. Annual Siren Contract Service Agreement; To service siren/s as specified in contract between Front Line Plus and city listed. This service agreement will be effective Jan 1, 2021 and will expire on December 31st, 2021.	12	250.00	3,000.00
Base Station Service	Annual Base Station Contract Service Agreement; Inspection within Manufacture Warranty Period. Inspect Base Station, applicable reports, update call keys as/if requested, inspect entire station and provide written report. Any batteries, parts or Out-of-Service repairs will be invoiced separately on as as-needed basis.	1	100.00	100.00

PLEASE PAY FROM THIS INVOICE. Thank You		<b>Subtotal</b>	\$3,100.00
Customer is responsible for any local and state sales tax that may apply.		<b>Sales Tax (6.875%)</b>	\$0.00
		<b>Total</b>	\$3,100.00
		<b>Balance Due</b>	\$3,100.00



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Calling Public Hearings on Street Reconstruction Plan, Capital Improvement Plan, Tax Abatements & Issuance of General Obligation Bonds
<b>Background Information:</b>	<p>Calling for these public hearings begins the bonding process for 2021 budgeted projects and equipment. The public hearing will be for the street reconstructions, N 1<sup>st</sup> Street/W Marshall/W Redwood Reconstruction, Madrid Street Bridge Repair, Safe Routes to School and James Ave Reconstruction &amp; Storm Outfall Improvement, and the abatement bond will be for the Patriot Park Restroom Replacement and the CIP Bond will be for the Fire Station Reroof.</p> <p>The next step in the bonding process will be to have the public hearings on the reference projects above to give the City the authority to finance the projects on March 23, 2021.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve Resolution Calling Public Hearings on Street Reconstruction Plan, Capital Improvement Plan, Tax Abatements & Issuance of General Obligation Bonds

**CITY OF MARSHALL, MINNESOTA**

**RESOLUTION NUMBER 21-016**

**RESOLUTION CALLING PUBLIC HEARINGS ON STREET  
RECONSTRUCTION PLAN, CAPITAL IMPROVEMENT PLAN,  
TAX ABATEMENTS AND ISSUANCE OF GENERAL  
OBLIGATION BONDS**

BE IT RESOLVED By the City Council of the City of Marshall, Lyon County, Minnesota (the “City”) as follows:

Section 1.     Background.

1.01.   The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the “Street Reconstruction Act”), to prepare a plan for reconstruction of streets in the City over the next five years, which includes a description of the affected streets and estimated costs (the “Street Reconstruction Plan”), and to issue general obligation bonds to finance the cost of street reconstruction activities described in the Street Reconstruction Plan (the “Street Reconstruction Bonds”).

1.02.   Pursuant to the Street Reconstruction Act, before adopting a Street Reconstruction Plan or issuing Street Reconstruction Bonds, the City Council is required to hold a public hearing regarding the Street Reconstruction Plan and issuance of the Street Reconstruction Bonds.

1.03.   The City now finds that it is necessary to prepare a five-year Street Reconstruction Plan setting forth proposed street reconstruction projects in the City, and to provide for the issuance of Street Reconstruction Bonds thereunder in an aggregate principal amount not to exceed \$2,000,000, to finance certain costs of the Street Reconstruction Plan, and further finds and determines that it is in the best financial interests of the City that the City hold a public hearing on the Street Reconstruction Plan and the issuance of Street Reconstruction Bonds as provided in the Street Reconstruction Act.

1.04.   Under the proposed Street Reconstruction Plan, the City will issue Street Reconstruction Bonds to finance a portion of the costs described in the Street Reconstruction Plan, including the projects designated by the City as: N 1st Street/W Marshall/W Redwood Reconstruction, Madrid Street Bridge Repair, Safe Routes to School, and James Ave Reconstruction & Storm Outfall Improvement.

1.05.   Pursuant to Minnesota Statutes, Section 475.521, as amended (the “CIP Act”), the City may issue general obligation bonds to finance capital improvements under a five-year capital improvement plan without an election provided that, among other things, prior to issuing the bonds the City holds a public hearing regarding adoption of the plan and the issuance of bonds thereunder.

1.06.   Capital improvements include the acquisition or betterment of public lands, buildings, or other improvements for the purpose of a city hall, library, public safety facility, and public works facility. A capital improvement does not include light rail transit, or any activity related to it, or a park, road, bridge, administrative building other than a city hall, or land for any of those facilities.

1.07.   The City has determined to prepare a five-year capital improvement plan for the City (the “Capital Improvement Plan”), pursuant to the CIP Act. The Capital Improvement Plan shall provide for the undertaking of certain capital improvements, including the construction of a new roof on a fire station in the City (the “Capital Improvements”). Under the Capital Improvement Plan, the City plans to issue general obligation capital improvement bonds in a principal amount not to exceed \$250,000, as more



specifically set forth in the Capital Improvement Plan, to finance the Capital Improvements (the “CIP Bonds”).

1.08. The City is authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Act”) to grant an abatement of all or a part of the taxes levied by the City on real property within its boundaries (the “Abatement”) and to issue general obligation bonds to finance public improvements (the “Abatement Bonds”).

1.09. Pursuant to the Abatement Act, before approving a property tax abatement, the City Council is required to hold a public hearing regarding the Abatement.

1.10. The City proposes to issue Abatement Bonds in a principal amount not to exceed \$275,000 to finance public improvements, including a restroom at Patriot Park in the City.

Section 2. Hearings Scheduled.

2.01. The City Council will hold a public hearing regarding the approval of the Street Reconstruction Plan and issuance of the Street Reconstruction Bonds on Tuesday, March 23, 2021, at approximately 5:30 PM at the MERIT Center. The City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT A, to be published in the official newspaper of the City at least 10 days but not more than 28 days before the date of the hearing.

2.02. The City Council will hold a public hearing regarding the Capital Improvement Plan and issuance of the Capital Improvement Bonds on Tuesday, March 23, 2021, at approximately 5:30 PM at the MERIT Center. The City Clerk is authorized and directed to publish a notice substantially in the form attached hereto as EXHIBIT B in the official newspaper of the City or in a newspaper of general circulation in the City at least 14 days but not more than 28 days before the date of the public hearing.

2.03. The City Council will hold a public hearing regarding the approval of the Abatement on Tuesday, March 23, 2021 at approximately 5:30 PM at the MERIT Center. The City Clerk is authorized and directed to publish a notice substantially the form attached as EXHIBIT C, to be published in a newspaper of general circulation in the City more than 10 days but less than 30 days before the date of the hearing.

2.04. City staff and consultants are authorized to take all other actions needed with respect to the Street Reconstruction Plan, the Capital Improvement Plan, and the proposed Abatement and the issuance of the Street Reconstruction Bonds, Capital Improvement Bonds, and Abatement Bonds before the City Council.

Approved this February 23, 2021 by the City Council of the City of Marshall, Minnesota.

**CITY OF MARSHALL, MINNESOTA**

\_\_\_\_\_  
Mayor

Attest:

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

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING**

**CITY OF MARSHALL, MINNESOTA  
NOTICE OF PUBLIC HEARING  
REGARDING THE ADOPTION OF A FIVE-YEAR STREET RECONSTRUCTION PLAN AND THE  
ISSUANCE OF GENERAL OBLIGATION BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall, Minnesota (the “City”), will meet on Tuesday, March 23, 2021 at approximately 5:30 PM at the MERIT Center located at 1001 West Erie Road in Marshall, Minnesota, to hold a public hearing concerning: (1) the adoption of a five-year street reconstruction plan (the “Plan”); and (2) the proposed issuance of general obligation bonds (the “Bonds”) to finance certain street reconstruction projects described in the Plan, all pursuant to Minnesota Statutes, Section 475.58, subdivision 3b. The maximum principal amount of the Bonds to be issued under the Plan is \$2,000,000. The City may accept an offer by a bidder to purchase the Bonds, and the City may sell the Bonds, at a price that results in the receipt by the City of an original issue premium (the portion of the price that exceeds the principal amount of the Bonds) in any amount.

If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent (5%) of the votes cast in the City in the last general election, is filed with the City Clerk within 30 days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Due to the ongoing COVID-19 pandemic, members of the City Council and City staff will either participate in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, or in-person at the MERIT Center. Please refer to the City of Marshall’s website at or call City Hall at 507-537-6760 to learn how to attend the public hearing via telephone or electronically.

Published: \_\_\_\_\_, 2021

BY ORDER OF THE CITY COUNCIL OF  
THE CITY OF MARSHALL, MINNESOTA

**EXHIBIT B**

**NOTICE OF PUBLIC HEARING**

**NOTICE OF PUBLIC HEARING  
REGARDING THE ADOPTION OF A FIVE-YEAR CAPITAL IMPROVEMENT PLAN AND THE  
ISSUANCE OF GENERAL OBLIGATION BONDS THEREUNDER**

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall, Lyon County, State of Minnesota (the “City”), will hold a public hearing beginning at approximately 5:30 p.m., on Tuesday, March 23, 2021 at approximately 5:30 PM at the MERIT Center located at 1001 West Erie Road in Marshall, Minnesota, on the proposals that the City: (1) the adopt a five-year capital improvement plan for the City prepared in compliance with Minnesota Statutes, Section 475.521, as amended (the “Plan”); and (2) issue general obligation bonds (the “Bonds”) to finance certain capital projects described in the Plan, including the construction of a new roof on a fire station in the City (the “Project”). The maximum principal amount of the Bonds to be issued under the Plan to finance the Project is \$250,000. The City may accept an offer by a bidder to purchase the Bonds, and the City may sell the Bonds, at a price that results in the receipt by the City of an original issue premium (the portion of the price that exceeds the principal amount of the Bonds) in any amount.

If a petition requesting a vote on the issuance of the Bonds signed by voters equal to five percent (5%) of the votes cast in the City in the last municipal general election is filed with the City Clerk within thirty (30) days after the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question of the issuance of the Bonds at an election.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Due to the ongoing COVID-19 pandemic, members of the City Council and City staff will either participate in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, or in-person at the MERIT Center. Please refer to the City of Marshall’s website at or call City Hall at 507-537-6760 to learn how to attend the public hearing via telephone or electronically.

Published: \_\_\_\_\_, 2021

**BY ORDER OF THE CITY COUNCIL OF  
THE CITY OF MARSHALL, MINNESOTA**

**EXHIBIT C**

**NOTICE OF PUBLIC HEARING**

**CITY OF MARSHALL, MINNESOTA  
NOTICE OF PUBLIC HEARING  
REGARDING PROPOSED PROPERTY TAX ABATEMENTS**

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall, Minnesota (the “City”), will meet on Tuesday, March 23, 2021 at approximately 5:30 PM at the MERIT Center located at 1001 West Erie Road in Marshall, Minnesota, to hold a public hearing on the proposal that the City abate property taxes levied by the City on the property identified as tax parcel numbers (collectively, the “Property”):

[insert PID nos.]

The total amount of the taxes proposed to be abated by the City on the Property is estimated to be not more than \$275,000. The City Council will consider the property tax abatement in connection with financing certain public improvements, including improvements to a restroom at Patriot Park in the City.

All interested persons may appear and be heard at the public hearing either orally or in writing, or may file written comments with the City Clerk before the hearing.

Due to the ongoing COVID-19 pandemic, members of the City Council and City staff will either participate in the meeting by telephone or other electronic means pursuant to Minnesota Statutes, Section 13D.021, or in-person at the MERIT Center. Please refer to the City of Marshall’s website at or call City Hall at 507-537-6760 to learn how to attend the public hearing via telephone or electronically.

Published: \_\_\_\_\_, 2021

**BY ORDER OF THE CITY COUNCIL OF  
THE CITY OF MARSHALL, MINNESOTA**

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Approve Change Order-City Hall Project
<b>Background Information:</b>	<p>City reconfigured engineering space which resulted in an adjustment to door frame and resulting purchase of that frame.</p> <p>Additional insulation was needed for City Hall canopy.</p> <p>Change order also includes deducts for city providing tree grates and less sidewalk concrete.</p> <p>Brennan CR 18 related to ASI3 Engineering Space Reconfiguration \$5580.00            Brennan CR 20 related to insulation in canopy \$2111.00            Brennan CR 22 related to extra bracing \$850.00            Brennan CR 23 related to tree grates (\$4,110.00)            Brennan CR 24 related to sidewalk panel (\$274.00)</p>
<b>Fiscal Impact:</b>	\$4,157.00
<b>Alternative/Variations:</b>	None
<b>Recommendations:</b>	Approve Change Order 12 in the amount of \$4,157.00



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2017

## Change Order

**PROJECT:** *(Name and address)*  
777.01 Marshall Municipal Building  
Marshall, MN

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: November 18, 2019

**CHANGE ORDER INFORMATION:**  
Change Order Number: 12  
Date: January 18, 2021 revised February 17, 2021

**OWNER:** *(Name and address)*  
City of Marshall  
344 West Main Street  
Marshall, MN 56258

**ARCHITECT:** *(Name and address)*  
Engan Associates  
311 4th Street SW  
Willmar, MN 56201

**CONTRACTOR:** *(Name and address)*  
Brennan Construction of MN, Inc.

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

A Brennan CR 18 related to ASI3 Engineering Space Reconfiguration	\$5580.00
B. Brennan CR 20 related to insulation in canopy	\$2111.00
C. Brennan CR 22 related to extra bracing	\$850.00
D. Brennan CR 23 related to tree grates	(\$4,110.00)
E. Brennan CR 24 related to sidewalk panel	(\$274.00)

The original Contract Sum was	\$	<u>5,030,200.00</u>
The net change by previously authorized Change Orders	\$	<u>676,851.00</u>
The Contract Sum prior to this Change Order was	\$	<u>5,707,051.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>4,157.00</u>
The new Contract Sum including this Change Order will be	\$	<u>5,711,208.00</u>

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Engan Associates  
**ARCHITECT** *(Firm name)*

Brennan Construction of MN, Inc.  
**CONTRACTOR** *(Firm name)*

City of Marshall  
**OWNER** *(Firm name)*

**SIGNATURE**

**SIGNATURE**

**SIGNATURE**

Andy M. Engan, AIA, LEED AP, CID,  
Principal

John van Dyck

Scott VanDerMillen, Owner  
Representative

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

**PRINTED NAME AND TITLE**

February 17, 2021

**DATE**

**DATE**

**DATE**



# BRENNAN COMPANIES

Building Together

**DATE:** October 27, 2020  
**TO:** Andy Engan; Engan Architects  
**CC:** Nathan Hrdlichka; Brennan Construction  
**FROM:** John van Dyck; Brennan Construction  
**RE:** Marshall Municipal CR 18, Based on ASI 3

Contractor	Item Description	Labor	Material	Total
<b>Subcontractors:</b>				
St Aubin's	Framing/Frywall	\$ -	\$ -	\$ 1,750.00
Red River	Electrical	\$ -	\$ -	
Kendell	Doors	\$ -	\$ -	\$ 3,272.14
			Subs Subtotal:	\$ 5,022.14
<b>Brennan Companies:</b>				
Brennan Companies	Bond Change @ 1%			\$ 50.22
			GC Subtotal:	\$ 50.22

10% OH&P on subs	\$ 502.21
10% OH&P on GC	\$ 5.02
<b>TOTAL:</b>	<b>\$ 5,580.00</b>

Approved: \_\_\_\_\_  


Page: 1  
 Proposal No.: 20001  
 Proposal Change No.: 04  
 Customer P.O. No.: 19-18  
 Proposal Date: 10/29/2020  
 Customer ID: BRE  
 Salesperson: Dustin Laird  
 Project Mgr Phone: 507-519-3141  
 Project Mgr Email: dlaird@kendelldrs.com

Submitted To: BRENNAN CONSTRUCTION  
 124 EAST WALNUT STREET  
 SUITE 240  
 Mankato, MN 56001

**Job Name: Marshall Municipal Building**

Pricing as requested for ASI#3. Thanks. I have these items on order.

Description	Quantity
Elev: SL~Elev: SL~M~16~3'0"~7'0"~RH	1
Elev: SL~Elev: SL~M~16~3'0"~7'0"~RH	1
30-70-1.75	1
30-70-1.75	1
77 MKD D100-Keyway 626 Small Format Inter Core	2
FBB168 4-1/2" x 4-1/2" US26D Heavy Weight Hinge	6
M9053 T LCA 626 Office/Entry	2
1229A Silencer	6
1270WV 630 Bumper	2
Freight	1

Respectfully Submitted: \_\_\_\_\_

**Dustin Laird**

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Subtotal: 3,061.66  
 Sales Tax: 8  
 Total: 3,272.14

Item 14.

Page 48 8





# BRENNAN COMPANIES

Building Together

**DATE:** November 4, 2020  
**TO:** Andy Engan; Engan Architects  
**CC:** Nathan Hrdlichka; Brennan Construction  
**FROM:** John van Dyck; Brennan Construction  
**RE:** Marshall Municipal CR 20, Based on RFI 36

Contractor	Item Description	Labor	Material	Total
<b>Subcontractors:</b>				
St Aubin	Spray Foam per RFI 36	\$ -	\$ -	\$ 1,900.00
			Subs Subtotal:	\$ 1,900.00
<b>Brennan Companies:</b>				
Brennan Companies	Bond Change @ 1%			\$ 19.00
			GC Subtotal:	\$ 19.00

10% OH&P on subs	\$ 190.00
10% OH&P on GC	\$ 1.90
<b>TOTAL:</b>	<b>\$ 2,111.00</b>

Approved:  \_\_\_\_\_



# BRENNAN COMPANIES

Building Together

**DATE:** November 16, 2020  
**TO:** Andy Engan; Engan Architects  
**CC:** Nathan Hrdlichka; Brennan Construction  
**FROM:** John van Dyck; Brennan Construction  
**RE:** Marshall Municipal CR 22, Bracing for Café Wall (related to CR 10)

Contractor	Item Description	Labor	Material	Total
<b>Subcontractors:</b>				
Twin Town	Extra month rental on bracing	\$ -	\$ -	\$ 764.89
			Subs Subtotal:	\$ 764.89
<b>Brennan Companies:</b>				
Brennan Companies	Bond Change @ 1%			\$ 7.65
			GC Subtotal:	\$ 7.65

Note: Assumption is that bracing will not be needed for longer than 1 month.

10% OH&P on subs	\$ 76.49
10% OH&P on GC	\$ 0.76
<b>TOTAL:</b>	<b>\$ 850.00</b>

Approved: 



## Change Order Proposal

PROPOSAL SUBMITTED TO:   <b>John van Dyck   Brennan Companies</b> <b>Project Manager</b>	PHONE: <b>507.625.5417</b>  Email: jvandyck@bcofmn.com	DATE: <b>11.16.2020</b>
JOB ADDRESS:  344 West Main Street Marshall Minnesota 55258	JOB DESCRIPTION:  Addition Bracing Mainstay	

**Twin Town Demolition** hereby submits specifications and estimates for:

- **Additional moth rent on bracing for the mainstay wall**

**Total Cost of Change ADD: \$764.89**

**Twin Town Demolition** warrants that with respect to selective demolition that all work to be performed shall be in accordance with general specifications for the associated project scope.

**NOTE:** This proposal may be withdrawn by Twin Town Demolition If not accepted within **30 days**

Signature   
 Nicholas Holm – Construction Manager

**Acceptance of Proposal** – The above prices, specifications and conditions are hereby accepted pending approval of contract. You are authorized to do the work as specified and will receive payment accordingly. Other terms of this contract have been negotiated and either have already been or will be memorialized in a separate agreement.

Authorized Signature \_\_\_\_\_

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



# BRENNAN COMPANIES

Building Together

**DATE:** February 17, 2021  
**TO:** Andy Engan; Engan Architects  
**CC:** Nathan Hrdlichka; Brennan Construction  
**FROM:** John van Dyck; Brennan Construction  
**RE:** Marshall Municipal CR 23; Deduct Tree Grates

Contractor	Item Description	Labor	Material	Total
<b>Subcontractors:</b>				
City of Marshall	Providing Tree Grates	\$ -	\$ -	\$ (3,699.30)
			Subs Subtotal:	\$ (3,699.30)
<b>Brennan Companies:</b>				
Brennan Companies	Bond Change @ 1%			\$ (36.99)
			GC Subtotal:	\$ (36.99)

10% OH&P on subs	\$ (369.93)
10% OH&P on GC	\$ (3.70)
<b>TOTAL:</b>	<b>\$ (4,110.00)</b>

Approved: 



# BRENNAN COMPANIES

Building Together

**DATE:** December 18, 2020  
**TO:** Andy Engan; Engan Architects  
**CC:** Nathan Hrdlichka; Brennan Construction  
**FROM:** John van Dyck; Brennan Construction  
**RE:** Marshall Municipal CR 24; Deduct front sidewalk panel

Contractor	Item Description	Labor	Material	Total
<b>Subcontractors:</b>				
Musch	Deduct 1 less front panel	\$ -	\$ -	\$ (247.00)
			Subs Subtotal:	\$ (247.00)
<b>Brennan Companies:</b>				
Brennan Companies	Bond Change @ 1%			\$ (2.47)
			GC Subtotal:	\$ (2.47)

10% OH&P on subs	\$ (24.70)
10% OH&P on GC	\$ (0.25)
<b>TOTAL:</b>	<b>\$ (274.00)</b>

Approved:  \_\_\_\_\_

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Employment Contract-Director of Administrative Services
<b>Background Information:</b>	<p>In January 2019 we transitioned Annette Storm from an Assist Finance Director to a Division Director-Administrative Services Director. At that time her position meant a job title change and pay change. To date, this change has served the City well.</p> <p>While there are no recommended changes to salary or job title, there has been discussion on employment contract for this position since in September of 2018, Public Safety Director Jim Marshall was employed via an employment contract and in January of 2020, Public Works Director Jason Anderson was employed via an employment contract. The employment contracts on record with the City have shared benefits for the employee and the City. It provides severance for the employee in the event the City desires to pursue separation under the severance clause in the contract. The severance serves the City well as it allows for the City to separate employment in a non-contentious, agreeable way.</p> <p>Recently Director of Administrative Services returned from FMLA and had the desire to solidify a small change to her work schedule, that being working remotely for 1 day a week. Director Storm has requested the City consider this request through an employment agreement since currently the policy does not allow for this arrangement. In addition, the proposed employment agreement does include severance, and notification of resignation 45 days prior (also not in policy).</p> <p>Personnel Committee met on February 17<sup>th</sup> and voted unanimously to approve this agreement.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Approve Employment Agreement with Annette Storm effective February 23, 2021.

## EMPLOYMENT AGREEMENT

This **AGREEMENT** (“Agreement”) made as of the 23rd day of February 2021, by and between the City of Marshall (“Employer”) and Annette Storm (“Employee”).

In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

**1. POSITION.** Employer agrees to employ Employee as its Director of Administrative Services. Employee agrees to serve as Director of Administrative Services in accordance with the position description attached hereto as Appendix A, as such description now exists or may be amended from time to time, and in accordance with state statutes, City Charter and City ordinances, City policies, and other workplace expectations, and to perform such other legally permissible and proper duties and functions as are contained herein or as the City Council shall from time to time assign to Employee.

**2. TERM OF EMPLOYMENT.** Employee shall commence employment with Employer under the terms of this Agreement on February 23, 2021 and shall continue until such employment is terminated in accordance with this Agreement.

**3. PENSION PLAN.** Employer shall contribute to Minnesota Public Employees Retirement Association (PERA) as required by State law for Employee or an alternate pension plan, if selected by Employee and authorized by State law.

**4. SALARY.** Employer shall pay Employee a gross salary of \$102,523.20 per year effective February 23, 2021 prorated and payable consistent with the City’s normal payroll practices and subject to any authorized withholdings. Thereafter, Employee shall be eligible for future salary adjustments at the same time as they are granted to other management employees, subject to a satisfactory performance evaluation. Deductions from Employee’s salary may be made as permitted

by law.

**5. SICK LEAVE.** Employee shall accrue sick leave as provided to and under the same conditions as all other non-union employees. Accrued sick leave may be carried over from year to year as provided to and under the same conditions as all other non-union employees.

**6. VACATION LEAVE.** Employee shall accrue vacation leave as provided to and under the same conditions as all other non-union employees. Accrued vacation leave may be carried over from year to year as provided to and under the same conditions as all other non-union employees.

**7. HOLIDAYS.** Employee shall be compensated for holidays as provided to and under the same conditions as all other non-union employees.

**8. GENERAL INSURANCE.** Employer shall provide Employee the same group medical, dental, life and disability insurance benefits as provided to and under the same conditions as all other non-union employees.

**9. DEFERRED COMPENSATION.** The Employer shall make available the option for payroll deductions from gross salary to deferred compensation and/or Roth elective deferral programs as provided to and under the same conditions as all other non-union employees.

**10. DUES AND SUBSCRIPTIONS.** Employer shall budget for and pay the professional dues and subscriptions for Employee, which the Employer deems necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.

**11. PROFESSIONAL DEVELOPMENT.** Employer shall pay the ordinary, reasonable and necessary travel and subsistence expenses of Employee for professional and official travel, meetings and occasions the Employer deems adequate to continue the professional development of Employee and for Employee to represent Employer on official bodies or groups of which Employer is a member. Employee shall use good judgment in her outside activities, so she will not neglect her



primary duties to the Employer. Employer shall also pay the ordinary, reasonable and necessary travel and subsistence expenses of Employee for short courses or seminars, which the Employer deems appropriate for her professional growth. Expenses for professional development shall be reimbursed in accordance with the Employer's policies for reimbursement.

**12. CELL PHONE.** At the Employee's choice; the Employee will be paid a monthly cell phone allowance as specified in City policy, or Employee shall be authorized to utilize a City-issued cell phone. Employee understands the use of a personal cell phone for employment purposes is subject to data requests.

**13. ELECTRONIC DEVICE.** Employee shall be authorized to utilize a City-issued electronic device for City and personal business subject to applicable electronic use policies afforded to all employees.

**14. COMMUNITY PARTICIPATION.** Employer shall reimburse Employee for the membership dues of a community service organization of Employee's choice as appropriate under Minn. Stat. § 471.96, as the same may be amended. Meals and other charges associated with membership shall not be reimbursed by the Employer.

**15. JOB-RELATED EXPENSES.** Employer shall reimburse Employee for job-related expenses, which are incurred by Employee and are submitted by Employee in accordance with Employer's policies for reimbursement.

**16. FRINGE BENEFITS.** Employee will receive fringe benefits to the extent of and under the same terms as full-time, nonunion employees of the City to the extent such benefits and terms are not inconsistent with the terms of this Agreement.

**17. HOURS OF WORK.** Employee agrees to perform the duties specified in this Agreement at the times and locations determined by Employer. Employee shall devote all Employee's professional time, attention, knowledge and skills solely to the business and affairs of

Employer. Employee will work on a “full-time” basis, as determined by Employer under its policies so as to meet the business needs of Employer. Employee shall be permitted to work remotely for a maximum of one business day per work week and shall be present the remaining work week at City Hall during regular business hours, unless performing other duties, business and affairs of Employer or as determined by the City Council. The City reserves the right to approve, restrict, or disapprove which day of the week is teleworked. The City reserves the right to end the remote working arrangement at any time, for any reason, or no reason. It is understood that the position of Director of Administrative Services requires attendance at evening meetings and occasionally weekend meetings. It is understood by Employee that additional compensation and compensatory time shall not be allowed for such additional or extraordinary expenditures of time. It is further understood, however, that Employee maybe absent from her office to a reasonable extent during normal business hours following federal and state Fair Labor Standard Acts regulations of an exempt employee, in consideration for extraordinary time spent in evening and weekend meetings.

**18. TERMINATION BENEFITS.** In the event that Employee is terminated by Employer during a time when Employee is willing and able to perform the duties of Director of Administrative Services, then Employer agrees to pay Employee, at the time of receipt of her last pay check, a lump sum cash payment equal to six months’ salary and to continue to provide and pay for the Employer’s share of the Employee’s health benefits as provided to other non-union employees for a period of six months following termination (collectively, "termination benefits"). Payment of accrued vacation at the time of separation shall be paid to Employee as provided to and under the same conditions as all other non-union employees. Employee shall be paid her accrued sick leave at the time she leaves employment as provided to and under the same conditions as all other non-union employees. However, in the event Employee is terminated because of (1) her malfeasance in office, (2) gross misconduct, (3) conviction of a crime resulting from her employment with

Employer, (4) conviction for an illegal act involving personal gain to Employee, (5) Employee's breach of any material obligations under this Agreement or any other agreement with Employer, (6) Employee's willful and/or repeated failure or refusal to perform or observe Employee's duties, responsibilities and obligations to Employer, (7) Employee's use of alcohol or other drugs in a manner which affects the performance of Employee's duties, responsibilities and obligations to Employer, (8) Conviction of Employee, or plea of *nolo contendere*, for a felony or of any crime involving theft, mismanagement, fraud or moral turpitude, or (9) Commission by Employee of any other willful or intentional act which could reasonably be expected to injure the reputation of Employer and/or Employee, then Employer shall have no obligation to pay the termination benefits provided in this paragraph.

If Employer, at any time during the employment term, reduces the salary or other financial benefits of Employee by a greater percentage than an across-the-board reduction for all non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting Employee, or if Employee resigns following a formal suggestion by Employer that she resign, then Employee may, at her option, be deemed to be "terminated" on the effective date of Employee's resignation and the Employee shall be entitled to receive the termination benefits set forth above.

If Employee voluntarily resigns her position with Employer, Employee agrees to give Employer forty-five (45) days advance notice. If Employee voluntarily resigns her position with Employer, there shall be no termination benefits due to Employee, except for payment of vacation at time of separation shall be paid to Employee as provided to and under the same conditions as all other non-union employees, and accrued sick leave at the time she leaves employment as provided to and under the same conditions as all other non-union employees.

**19. DEATH OR DISABILITY BENEFITS.** If Employee's employment is terminated

due to Employee's death or disability, regardless of the date of termination, Employee or Employee's estate or heirs, as appropriate, shall only be paid (i) Employee's earned salary and accrued paid leave not paid; (ii) any unpaid expense reimbursements; and (iii) any benefits payable under any life insurance policy maintained by Employer for the benefit of Employee, subject to the terms and conditions of such policy.

**20. TERMINATION OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, without cause, subject only to the provisions of this Agreement and the City Charter. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provisions of this Agreement.

**21. INDEMNIFICATION.** Employer shall defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer shall defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Employee was acting in good faith in the performance of the duties of her position at the time in question and was not guilty of malfeasance in office or willful neglect of duty.

**22. VOLUNTARY AND KNOWING ACTION.** The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

**23. AUTHORIZED SIGNATORIES.** The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented,

and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

**24. GOVERNING LAW.** This Agreement and all questions arising in connection with it shall be governed by the laws of the State of Minnesota. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

**25. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, Employee's heirs and legal representatives.

**26. ASSIGNMENT.** The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.

**27. ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties and between Employee and any other former employer relating to the same subject matter. The parties have made no agreements, representations, or warranties relating to the subject matter of this Agreement which are not set forth herein. This Agreement may be amended only if it is in writing and signed by each of the parties.

**28. SEVERABILITY.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

**29. WAIVER.** The failure of either party to complain of any default by the other party or to enforce any of such party's rights, no matter how long such failure may continue, will not constitute a waiver of the party's rights under this Agreement. No waiver of any provision of this

Agreement shall constitute waiver of any other provision or a waiver of the same provision at any later time.

**30. ARBITRATION OF DIFFERENCES.** Any breach or dispute arising out of, or regarding the interpretation of, this Agreement shall be submitted to the Minneapolis Regional Office of the American Arbitration Association for binding arbitration of said dispute(s) pursuant to the rules and procedures thereof. This article shall not preclude Employee from submitting a breach or dispute arising out of, or regarding the interpretation of, this Agreement initially through any internal City appeal or grievance process.

**31. HEADINGS.** Headings are provided solely for the convenience of the parties and shall not affect the interpretation of this Agreement.

**32. NOTICE.** All notices required under this Agreement shall be in writing and shall be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices shall be deemed to have been given at the time posted plus three business days.

*Remainder of page left intentionally blank*

**IN WITNESS WHEREOF**, Employer has caused this Agreement to be executed on its behalf by its Mayor and Clerk, and Employee has signed this Agreement, in duplicate, as of the day and year first written above.

**EMPLOYER:**

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kyle Box, Its City Clerk

\_\_\_\_\_  
Date

**EMPLOYEE:**

\_\_\_\_\_  
Annette Storm

\_\_\_\_\_  
Date



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Call for a Public Hearing Regarding Proposed Property Tax Abatement at 1203 Windstar St.
<b>Background Information:</b>	Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	To call for a public hearing for the proposed property tax abatement.



CITY OF MARSHALL  
NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENT  
FOR HOME TAX ABATEMENT APPLICANT PHIL THIES TRUST

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall Minnesota (the “City”), will hold a public hearing at a meeting of the Council beginning at 5:30 p.m., on March 9, 2021 to be held in the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 Erie Road in Marshall, Minnesota, on the request of Home Tax Abatement Applicant that the City abate a portion of property taxes levied by the City in connection with the construction house structure. The property is located within the City and is currently identified as Parcel No. 27-988001-0. The approximate amount of assistance is \$11,552.00 over a maximum period of 2 years. The City Council will consider granting a property tax abatement in response to the request.

Information about the proposed tax abatement will be on file and available for public inspection at the office of the City Clerk at City Hall.

All interested persons may appear at the public hearing and present their views orally or in writing. Following the public hearing, the City Council will take action concerning the adoption or rejection of the proposed tax abatement application.

February 27, 2021

Kyle Box  
City Clerk  
City of Marshall, Minnesota

**TOTAL EMV IS ESTIMATE ONLY AT THIS TIME - ACTUALS MAY VARY CAUSING ABATEMENT TO CHANGE**

CALCULATING BARE LAND EMV AS BASE - ABATEMENT ON IMPROVEMENT EMV (CITY PORTION ONLY)		EMV	City Taxes	County Taxes	TOTAL TAXES
Base EMV	\$	60,000.00	\$ 447.00	\$ 280.00	\$ 1,055.00
Improvement EMV	\$	775,600.00	\$ 5,776.00	\$ 3,617.00	\$ 13,631.00
Total EMV	\$	835,600.00	\$ 6,223.00	\$ 3,897.00	\$ 14,686.00

BASED OFF 2021 PRELIM RATES (NO INFLATOR)	1	2
year	2023	2024
<b>ENTER % OF ABATEMENT HERE</b>	100%	100%

Base EMV Captured Taxes	\$	447.00	\$	447.00	
Improvement EMV Abated Taxes	\$	5,776.00	\$	5,776.00	
Improvement EMV Captured Taxes	\$	-	\$	-	
Amount of Abatement	\$	5,776.00	\$	5,776.00	REQUESTED \$\$\$
Amount of Taxes the City receives	\$	447.00	\$	447.00	BALANCE OF
					SPECIALS FORGAVE
Total Tax Bill (city)	\$	6,223.00	\$	6,223.00	TAX ABATEMENT
					\$ 11,552.00



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works Jason Anderson at 537-6051 or Finance Director Karla Drown at 537-6764
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 02/12/2021 - 02/22/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
0527	3D SPECIALTIES, INC.	02/19/2021	EFT	0.00	738.89	6132
4549	A & B BUSINESS, INC	02/19/2021	EFT	0.00	1,989.89	6133
5813	ACE HOME & HARDWARE	02/12/2021	Regular	0.00	196.94	118304
5813	ACE HOME & HARDWARE	02/19/2021	Regular	0.00	167.26	118341
6128	ACTION CO LLC	02/12/2021	EFT	0.00	1,146.00	6099
6128	ACTION CO LLC	02/19/2021	EFT	0.00	149.00	6134
6412	AG PLUS COOPERATIVE	02/19/2021	Regular	0.00	2,007.00	118343
0567	ALEX AIR APPARATUS INC	02/19/2021	EFT	0.00	6,488.56	6135
0578	AMAZON CAPITAL SERVICES	02/12/2021	EFT	0.00	134.06	6100
0578	AMAZON CAPITAL SERVICES	02/19/2021	EFT	0.00	152.37	6136
3761	AMERICAN BOTTLING CO.	02/12/2021	Regular	0.00	97.44	118306
0658	AP DESIGN	02/12/2021	EFT	0.00	430.75	6101
0658	AP DESIGN	02/19/2021	EFT	0.00	619.40	6137
6721	AQUARIUS WATER CONDITIONING	02/19/2021	Regular	0.00	27.50	118344
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	02/19/2021	EFT	0.00	93.37	6138
0630	ARCTIC GLACIER	02/12/2021	Regular	0.00	168.18	118307
5447	ARTISAN BEER COMPANY	02/12/2021	Regular	0.00	359.55	118308
5447	ARTISAN BEER COMPANY	02/19/2021	Regular	0.00	563.85	118345
5702	B & H PHOTO & ELECTRONICS CORP	02/12/2021	EFT	0.00	2,374.72	6102
5702	B & H PHOTO & ELECTRONICS CORP	02/19/2021	EFT	0.00	316.60	6139
0688	BELLBOY CORPORATION	02/12/2021	EFT	0.00	56.85	6103
0688	BELLBOY CORPORATION	02/19/2021	EFT	0.00	1,863.96	6140
0689	BEND RITE FABRICATION INC	02/19/2021	Regular	0.00	92.24	118346
0699	BEVERAGE WHOLESALERS	02/12/2021	Regular	0.00	17,314.95	118309
0699	BEVERAGE WHOLESALERS	02/19/2021	Regular	0.00	25,128.65	118347
0707	BISBEE PLUMBING AND HEATING INC	02/12/2021	Regular	0.00	315.00	118310
4457	BREAKTHRU BEVERAGE	02/12/2021	Regular	0.00	4,921.46	118311
4457	BREAKTHRU BEVERAGE	02/19/2021	Regular	0.00	7,180.44	118349
5696	BROTHERS FIRE PROTECTION	02/19/2021	EFT	0.00	325.00	6141
3568	BRUNSVOLD, QUENTIN	02/19/2021	EFT	0.00	25.00	6142
0802	CARLSON & STEWART REFRIG INC	02/19/2021	EFT	0.00	1,911.68	6143
0815	CATTOOR OIL COMPANY INC	02/12/2021	EFT	0.00	1,828.08	6104
0815	CATTOOR OIL COMPANY INC	02/19/2021	EFT	0.00	32.06	6144
0836	CHARTER COMMUNICATIONS	02/12/2021	EFT	0.00	12.36	6105
0836	CHARTER COMMUNICATIONS	02/19/2021	EFT	0.00	107.39	6145
6692	CHRISTENSEN BROADCASTING LLC	02/19/2021	Regular	0.00	390.00	118352
0875	COMPUTER MAN INC	02/12/2021	EFT	0.00	236.50	6106
0875	COMPUTER MAN INC	02/19/2021	EFT	0.00	2,250.50	6146
0919	CRYTEEL	02/19/2021	EFT	0.00	275.00	6147
3819	DACOTAH PAPER CO	02/12/2021	Regular	0.00	629.41	118313
0950	DAKTRONICS INC	02/12/2021	Regular	0.00	1,950.00	118314
4488	DEZURIK	02/12/2021	Regular	0.00	968.12	118315
4488	DEZURIK	02/19/2021	Regular	0.00	767.22	118353
5731	DOLL DISTRIBUTING	02/12/2021	EFT	0.00	17,040.15	6107
5731	DOLL DISTRIBUTING	02/19/2021	EFT	0.00	9,983.07	6148
0403	DWIRE, PHILIP	02/19/2021	Regular	0.00	216.00	118354
4581	EMAINT ENTERPRISES LLC	02/12/2021	EFT	0.00	480.00	6108
6702	EMERGENCY LIGHTING & ELECTRONICS, LLC	02/19/2021	Regular	0.00	120.98	118355
1090	FASTENAL COMPANY	02/12/2021	EFT	0.00	440.98	6109
1158	GALLS INC	02/12/2021	EFT	0.00	379.15	6110
6478	GOPHER STATE ONE CALL	02/12/2021	EFT	0.00	31.05	6111
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	02/12/2021	Regular	0.00	298.00	118316
1201	GRAINGER INC	02/12/2021	EFT	0.00	401.34	6112
1236	HANSEN SHARPENING SERVICE	02/12/2021	Regular	0.00	100.00	118317

Council Check Report

Date Range: 02/12/2021 - 02/22/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6269	HANSON, SHARON	02/12/2021	EFT	0.00	133.96	6113
1243	HARDWARE HANK	02/12/2021	EFT	0.00	247.93	6114
1256	HAWKINS INC	02/12/2021	Regular	0.00	5,799.70	118318
1267	HEIMAN INC.	02/19/2021	EFT	0.00	176.55	6149
1271	HENLE PRINTING COMPANY	02/19/2021	EFT	0.00	312.29	6150
1399	JOHNSON BROTHERS LIQUOR COMPANY	02/12/2021	Regular	0.00	17,610.59	118319
1399	JOHNSON BROTHERS LIQUOR COMPANY	02/19/2021	Regular	0.00	5,104.79	118356
5095	KIBBLE EQUIPMENT	02/12/2021	EFT	0.00	20.16	6115
0444	KLENKEN, ERIC	02/19/2021	Regular	0.00	122.40	118358
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	02/19/2021	Regular	0.00	2,057.07	118359
1507	LOCHER BROTHERS INC	02/19/2021	EFT	0.00	1,908.50	6151
1508	LOCKWOOD MOTORS INC.	02/12/2021	Regular	0.00	27.90	118321
1531	LYON COUNTY AUDITOR-TREASURER	02/19/2021	EFT	0.00	1,986.00	6152
1545	LYON COUNTY HIGHWAY DEPARTMENT	02/19/2021	EFT	0.00	8,625.88	6153
1546	LYON COUNTY HISTORICAL SOCIETY	02/12/2021	Regular	0.00	2,000.00	118322
1552	LYON COUNTY RECORDER	02/12/2021	EFT	0.00	102.00	6116
1552	LYON COUNTY RECORDER	02/19/2021	EFT	0.00	74.35	6154
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	02/12/2021	Regular	0.00	41.08	118323
5459	MAGNEY CONSTRUCTION, INC	02/12/2021	Regular	0.00	235,379.36	118324
3799	MARSHALL BOY'S BASKETBALL BOOSTERS	02/19/2021	Regular	0.00	1,000.00	118360
1616	MARSHALL CONVENTION & VISITORS BUREAU	02/12/2021	EFT	0.00	6,813.41	6117
4874	MARSHALL GIRL'S BASKETBAL BOOSTERS	02/19/2021	Regular	0.00	570.00	118361
4989	MARSHALL HIGH SCHOOL SOCCER BOOSTERS	02/19/2021	Regular	0.00	468.75	118362
5335	MARSHALL HS BASEBALL BOOSTERS	02/19/2021	Regular	0.00	2,000.00	118363
5320	MARSHALL HS SOFTBALL M CLUB	02/19/2021	Regular	0.00	330.00	118364
1623	MARSHALL INDEPENDENT, INC	02/19/2021	Regular	0.00	2,420.51	118365
6018	MARSHALL M CLUB	02/19/2021	Regular	0.00	1,000.00	118367
1633	MARSHALL MUNICIPAL UTILITIES	02/12/2021	EFT	0.00	9,742.00	6118
1633	MARSHALL MUNICIPAL UTILITIES	02/19/2021	EFT	0.00	76,335.29	6155
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	02/12/2021	EFT	0.00	40.94	6119
3545	MARSHALL RADIO	02/19/2021	EFT	0.00	550.00	6161
5139	MATHESON TRI-GAS INC	02/19/2021	Regular	0.00	301.15	118368
1695	MEIER ELECTRIC INC	02/19/2021	EFT	0.00	104.05	6162
4980	MENARDS INC	02/19/2021	Regular	0.00	218.06	118369
1839	MINNESOTA VALLEY TESTING LABS INC	02/12/2021	EFT	0.00	158.40	6120
3555	MN DOT	02/12/2021	Regular	0.00	256.86	118325
1824	MN STATE FIRE CHIEFS ASSOCIATION	02/12/2021	Regular	0.00	120.00	118326
1864	MONTES ELECTRIC INC	02/12/2021	Regular	0.00	1,000.84	118327
1864	MONTES ELECTRIC INC	02/19/2021	Regular	0.00	159.31	118370
1887	MTI DISTRIBUTING INC	02/19/2021	EFT	0.00	2,281.17	6163
1945	NORMS GTC	02/12/2021	Regular	0.00	26.92	118328
1986	NORTH CENTRAL INTERNATIONAL, INC	02/12/2021	EFT	0.00	65.35	6121
5891	ONE OFFICE SOLUTION	02/19/2021	EFT	0.00	23.00	6164
3809	O'REILLY AUTOMOTIVE STORES, INC	02/12/2021	Regular	0.00	5.99	118329
3597	PAAPE DISTRIBUTING CO	02/19/2021	EFT	0.00	670.00	6165
5205	PAINTED PRAIRIE VINEYARD	02/12/2021	EFT	0.00	156.00	6122
2019	PAUSTIS WINE COMPANY	02/12/2021	Regular	0.00	7,188.67	118330
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	02/12/2021	EFT	0.00	59.25	6123
2036	PHILLIPS WINE AND SPIRITS INC	02/12/2021	Regular	0.00	13,952.96	118331
2036	PHILLIPS WINE AND SPIRITS INC	02/19/2021	Regular	0.00	6,966.10	118371
2064	POWERPLAN	02/12/2021	Regular	0.00	467.00	118333
6166	PULVER MOTOR SVC, LLC	02/19/2021	EFT	0.00	175.00	6166
2096	QUARNSTROM & DOERING, PA	02/12/2021	EFT	0.00	100.00	6124
2096	QUARNSTROM & DOERING, PA	02/19/2021	EFT	0.00	2,331.25	6167
5940	RINK SYSTEMS	02/19/2021	EFT	0.00	678.02	6168
5867	ROUND LAKE VINEYARDS & WINERY	02/12/2021	EFT	0.00	225.00	6125
2201	RUNNINGS SUPPLY INC	02/12/2021	EFT	0.00	333.71	6126
5676	SCHAFFRAM, JOSEPH WILLIAM	02/12/2021	Regular	0.00	275.00	118334
2239	SCHUTTNER, DOUG	02/12/2021	Regular	0.00	250.00	118335
6251	SHRED RIGHT	02/12/2021	EFT	0.00	15.00	6127
4855	SOUTHERN GLAZER'S OF MN	02/12/2021	EFT	0.00	9,217.10	6128

Council Check Report

Date Range: 02/12/2021 - 02/22/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4855	SOUTHERN GLAZER'S OF MN	02/19/2021	EFT	0.00	10,978.68	6169
2311	SOUTHWEST GLASS CENTER	02/12/2021	Regular	0.00	12.50	118336
6040	STEP SAVER INC.	02/19/2021	Regular	0.00	293.48	118373
4385	STUART C IRBY CO.	02/19/2021	EFT	0.00	42.88	6170
2395	SWEDE'S SERVICE CENTER	02/12/2021	Regular	0.00	564.33	118337
2395	SWEDE'S SERVICE CENTER	02/19/2021	Regular	0.00	391.97	118374
6277	TALKING WATERS BREWING CO, LLC	02/12/2021	EFT	0.00	575.00	6129
6709	THERMO KING OF SIOUX FALLS INC	02/12/2021	Regular	0.00	320.46	118338
6156	TRUE BRANDS	02/19/2021	EFT	0.00	878.99	6171
5733	VAST BROADBAND	02/12/2021	Regular	0.00	1,137.11	118339
5733	VAST BROADBAND	02/19/2021	Regular	0.00	567.69	118375
4489	VERIZON WIRELESS	02/12/2021	EFT	0.00	35.01	6130
4489	VERIZON WIRELESS	02/19/2021	EFT	0.00	49.04	6172
2538	VIKING COCA COLA BOTTLING COMPANY	02/12/2021	EFT	0.00	126.05	6131
2538	VIKING COCA COLA BOTTLING COMPANY	02/19/2021	EFT	0.00	233.20	6173
4594	VINOCUPIA	02/19/2021	EFT	0.00	1,575.98	6174
2605	WINE MERCHANTS	02/12/2021	Regular	0.00	365.07	118340
2632	ZIEGLER INC	02/19/2021	EFT	0.00	57.84	6175

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	126	61	0.00	374,753.81
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	126	72	0.00	190,527.96
	<b>252</b>	<b>133</b>	<b>0.00</b>	<b>565,281.77</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	126	61	0.00	374,753.81
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	126	72	0.00	190,527.96
	<b>252</b>	<b>133</b>	<b>0.00</b>	<b>565,281.77</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	2/2021	565,281.77
			<b>565,281.77</b>

CITY OF MARSHALL, MINNESOTA  
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS

2/23/2021

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
602-49500-55120		5/28/2019	WWTF Improvement Project	14,074,300.00		14,074,300.00	4,099,265.87	6,918,924.06	240,883.18	235,379.36	592,582.80	1,987,264.73	85.88%
401-43100-55130		8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	185,250.15		185,250.15		182,655.20			1,860.30	734.65	99.60%
630-49600-55130		9/24/2019	COE Flood Control 2019 Betterments	190,000.00		190,000.00	150,483.00					39,517.00	79.20%
494-43300-55120		11/12/2019	City Hall Renovation	5,030,200.00	232,733.00	5,262,933.00		3,039,722.04	825,306.39		269,664.65	1,128,239.92	78.56%
476-43300-55170		4/14/2020	S 4th St Reconstruction	2,583,754.90	10,885.14	2,594,640.04		2,528,408.74			25,539.42	40,691.88	98.43%
476-43300-55170		5/26/2020	S 1st St Reconstruction	617,136.55	5,683.75	622,820.30		562,896.42			29,626.13	30,297.75	95.14%
630-49600-55170		6/23/2020	Legion Field Strom Water Improvements-Phase 1	277,943.00	(2,967.25)	274,975.75		257,658.64			2,602.61	14,714.50	94.65%
630-49600-55170		9/8/2020	MERIT Center Outfall Project	251,297.00		251,297.00						251,297.00	0.00%
479-43300-55170		2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	1,051,247.90		1,051,247.90						1,051,247.90	0.00%
				<u>24,261,129.50</u>	<u>246,334.64</u>	<u>24,507,464.14</u>	<u>4,249,748.87</u>	<u>13,490,265.10</u>		<u>235,379.36</u>	<u>921,875.91</u>	<u>4,544,005.33</u>	



<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of a Consulting firm to conduct a Classification and Compensation Study
<b>Background Information:</b>	<p>In November 2020, Staff received Council approval to initiate a Request for Proposals (RFP) to conduct a Classification and Compensation Study. The RFP was issued on November 12, 2020 and the deadline for submissions was December 4, 2020. A total of seven (7) proposals were received and reviewed by City staff. A copy of each proposal has been provided to the City Council for review and consideration. The proposals are valid for 90 days (expire on 03/04/2021).</p> <p>At this time, only the names of the responders are considered public data; <u>all other data</u> in the proposals received by the City are classified as <i>private or non-public data</i> until the City has completed negotiations with the selected vendor. (Reference MN Statute 13.591 subd. 3(b). (<a href="https://www.revisor.mn.gov/statutes/cite/13.591">https://www.revisor.mn.gov/statutes/cite/13.591</a>)).</p> <p>Proposals were received from:</p> <ol style="list-style-type: none"> <li>1. Abdo Eick &amp; Meyers, LLP</li> <li>2. Baker Tilly</li> <li>3. DDA Human Resources, Inc. (a David Drown Associates Company)</li> <li>4. Evergreen Solutions, LLC</li> <li>5. Flaherty &amp; Hood, P.A.</li> <li>6. Gallagher Benefits Services, Inc.</li> <li>7. Universal Personnel Services</li> </ol> <p>Personnel Committee Recommendation: On 02/17/2021, the Personnel Committee reviewed the purpose of and the reasons for proceeding with a Classification and Compensation Study and reviewed each of the proposals received. The Personnel Committee unanimously recommended proceeding with Gallagher Benefit Services, Inc. to perform the study.</p> <p>The Council approved \$20,000 in the 2020 budget and \$30,000 in the 2021 budget (planned use of reserves) for this study.</p> <p>Purpose and Goals of the Study: Our objective for this Total Compensation Study is to develop a comprehensive classification and compensation system to attract, retain, and motivate qualified employees who will enable the City to maintain a competitive position with peer cities and competitive markets with whom we compete for labor.</p> <p>The Study will enable:</p> <ul style="list-style-type: none"> <li>• a compensation architecture and supporting processes and policies that are adequately positioned to meet the city’s hiring and retention needs;</li> </ul>

- a compensation structure and supporting implementation plan that complies with Minnesota’s Pay Equity Law and state and federal laws, including overtime payment/exemptions and internal pay equity;
- pay for employees that is competitive in the markets where the City competes for talent
- job descriptions that are reviewed, complete, and up-to-date.

Approval of a study will also review and resolve areas of concern that the Council has requested be addressed, such as the expansion in the number of steps, review of selected positions for current market competitiveness, and review of selected positions for internal equity. Additionally, Staff are concerned about our ability to obtain on-going consultation to perform job evaluations under our current Hay Point Factor job evaluation system. Staff recommend transitioning to an evaluation system that can be supported on an on-going basis by a reputable firm.

Based on our most recent Pay Equity analysis completed in January 2021, our compensation structure requires attention. Under MN law, (Pay Equity Law), the City is required to maintain a job evaluation and classification system that is fair and equitable. Though the City’s report indicated compliance with state law, the results of the statistical testing show that we are close to non-compliance. There have been significant organizational changes since completion of the last study in 2012. A professional consultant trained in analyzing our jobs through statistical methods and market data is needed to ensure the City maintains compliance with the Pay Equity Act.

The Council has suggested that City Staff utilize the League of MN Cities (LMC) Salary Survey data to collect market data on our positions. There are several reasons staff advise against utilizing this data as a primary source of data. Using the LMC Salary Survey data alone or as a primary source are not sufficient to determine the City of Marshall’s position in the market. These data are typically entered into the system only once per year and may not include the most current salary information; for example, union settlement data occurring after the survey data have already been uploaded. It is also not possible to ensure an accurate job match using LMC salary data—it is important for a consultant review job descriptions or position description questionnaires to ensure a job match, not just a title match. The LMC Salary Survey data do not include every position within an organization; therefore, several positions may not have data available. Additionally, LMC Salary Survey data would need to be augmented by additional public sector surveys for many positions. Historically, the LMC Salary Survey hasn’t encompassed each of our comparator cities; therefore, additional custom surveys would be needed. Lastly, the City has partnered with the MLCL and Public Housing on prior studies—these entities do not have the financial means to conduct these studies on their own, but they too are required to meet the same requirements---many of their respective positions would not be included in the LMC Salary Survey data available.

Our current compensation structure requires modification in the classification of positions and in developing pay bands. It has become increasingly difficult to incorporate organizational changes into the current classification structure. City Staff are not trained or positioned to complete the data collection or data analysis that this study would provide. City HR staff are not trained in statistical analyses and do not have access to the software necessary to develop a compensation structure. Staff require the assistance of a Consultant in determining who our comparator cities are, as well as our benchmark positions, those jobs that will be utilized to gather market data on. After evaluating (pointing), classifying positions, and collecting market data, a professional consultant is needed to perform statistical testing and analyses to “marry” the position points with the market data in a manner that maintains both internal equity and market competitiveness. In every City, this analysis and development of a proper compensation structure requires the expertise and the “art” if you will of someone trained in

job evaluation and compensation systems, of designing a system that matches the City's compensation philosophy, has long-term implementation capability, and is readily understood by the Council, employees, and the citizens of the community.

The most recent study conducted by the City entailed a classification study in 2011 and a compensation study in 2012; the results of the study were presented to and accepted by the City Council for implementation in 2013. The study included City, Library, and Public Housing positions. The cost of this study was \$31,500. For the past two studies (2006/07 and 2011/12), the Library and Public Housing Commission did not pay towards the cost of the study; but they were responsible for the cost of implementation of the study's accepted recommendations within their organizations. At this time, Staff are not able to project an implementation cost estimate if the Council would proceed with a study in 2021.

At the conclusion of the 2011-2012 study, the Council gave direction to staff to complete these studies approximately every five (5) years to ensure the City maintains market comparable wages and compliance with the Minnesota Pay Equity Act. Staff have included the study as a proposed budget item since 2017; however, due to budget constraints, the studies haven't been approved.

The timing of a study to be completed by 4<sup>th</sup> quarter 2021 would be beneficial for union negotiations. Each of our three union contracts expire on 12/31/21; the Council will be asked to consider new contracts for each bargaining unit. Having knowledge of market salary data would be highly beneficial in negotiating the contracts.

Performing a Classification and Compensation study will provide the City with several outcomes:

- Under the guidance and facilitation of a consultant, a study provides the City with an opportunity to establish an updated or revised philosophy and policy on employee compensation. The City can work with a consultant to make any desired changes to the existing compensation philosophy and policy that will align with the City's strategic goals.
- Under the professional guidance of a consultant, a study provides the City with an opportunity to review and/or modify the existing pay structure, including the expansion of steps, if appropriate, while ensuring compliance with state and federal laws.
- Identifies our labor market comparators, which also supports identifying our market position during labor negotiations. Through this study, the comparator cities we have traditionally utilized may need to be changed due to changes in population, socio-economic changes, etc.
- Ensures market/internal structure alignment---ensures employees are paid fairly and equitably
- Identifies paths for career progression for employees
- Assures compliance with the Minnesota Pay Equity Act
- Aids in resolution of recruitment and/or retention issues for selected positions where the market currently bears a higher rate of compensation
- Aids in our ability to recruit the right talent pool by reviewing minimum qualifications and essential functions of positions
- Increases the City's ability to compete for talent (employees) due to the significant shortage of available workers in southwest MN
- Provides the City with necessary comparator wage information such as salary data, salary range width, etc.; the City needs this information to make informed decisions related to pay structure changes and union contract negotiations.

<b>Fiscal Impact:</b>	\$32,000
<b>Alternative/ Variations:</b>	<ul style="list-style-type: none"><li>• Direct staff to defer the study for reconsideration by the Council in 2022.</li></ul>
<b>Recommendations:</b>	To authorize Staff to enter into an agreement with Gallagher Benefit Services, Inc. to conduct a Classification and Compensation Study

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Fire Station Roof Replacement Proposals and contracts
<b>Background Information:</b>	<p>The Marshall Fire Department would like the City Council to consider accepting a proposal for the replacement of the roof at the fire station. The current roofing material on the fire station is a fully ballasted river rock system. This system is found on the three sections of the roof (training room/offices, apparatus bay and the hose tower). Replacement of the roof system was last done in 1996. Many factors go into predicting the length of the useful service life of a ballasted roof. The typical life expectancy of a ballasted roof ranges from 15-30 years.</p> <p>In the past two years, the fire station roof leaked and caused damage to the interior of the building. Some of the mitigation efforts at that time included fireman removing snow loads from the roof to lesson the chance of water getting behind the membrane. Repairs were made to the roof by a local contractor who identified tears in the membrane along the edges. The tears in the membrane and organic build-up of 25 years not allowing proper drainage were identified as the problem. Recommendations made at that time were for the city to consider replacing the roof system.</p> <p>Three proposals have been received from the companies below. Please refer to the bid tabulation sheet and proposals submitted by the companies.</p> <ol style="list-style-type: none"> <li>1. <b>GAG SHEET METAL, INC.</b> (New Ulm)</li> <li>2. <b>HORIZON ROOFING</b> (St. Cloud)</li> <li>3. <b>BUYSSSE ROOFING SYSTEMS &amp; SHEET METAL</b> (Marshall)</li> </ol> <p>This roof replacement project has been included in the 2021 Capital Improvement Plan for \$125,000.</p>
<b>Fiscal Impact:</b>	\$100,000 - \$175,000
<b>Alternative/ Variations:</b>	Repair failing areas of the roof as needed.
<b>Recommendations:</b>	Consider approving the base bid proposal submitted by Horizon Roofing for \$103,200.00



3269 260<sup>th</sup> Avenue – Marshall, MN 56258 – Phone 507-532-2215 – Fax 507-532-2216



January 14, 2021

Marshall Fire Dept.  
201 E. Saratoga  
Marshall, MN 56258

Attn: Quentin

Re: Tower & Lower Roof Replacement

1. Remove the existing roofing down to the existing insulation.
2. Replace any deteriorated materials on a time and material basis.
3. Install additional wood blocking as needed on the perimeter of the roof.
4. Install a layer of 2" Polyisocyanurate insulation giving an average R=35.4.
5. Attach the insulation to the deck using a 3" plate and fastener per 2 square feet.
6. Install a 6" reinforced securement strip along the parapet walls.
7. Attach the securement strip to the walls using one 2" plate and fastener per lineal foot.
8. Install a 60 mil EPDM membrane over the insulation.
9. Adhere the membrane to the insulation, securement strip and up the walls.
10. Install new scuppers in the location of the existing ones.
11. Install all necessary flashings to seal the penetrations.
12. Install a prefinished metal Cap and counter flashing on the perimeter of the roof.
13. Provide the Owner with a manufacturer's 15 year total systems warranty
14. Clean up roofing debris and haul away to a state approved landfill and pay fees.

RE; The roof above the garage with Double T concrete deck.

- 1) Remove the existing ballast and set aside.
- 2) Remove the existing membrane and metal flashings.
- 3) Replace any deteriorated materials on a time and material basis.
- 4) Install wood blocking to match the height of the new insulation.
- 5) Install a layer of 2" Polyisocyanurate insulation giving and average R=35.4.
- 6) Install a 60 mil EPDM membrane over the insulation.
- 7) Flash all penetrations according to the Manufacturers details.
- 8) Install a new prefinished metal gravel stop on the perimeter of the roof.
- 9) Provide the Owner with a manufacturer's 15 year total systems warranty.
- 10) Clean up roofing debris and haul away to a state approved landfill and pay fees.

**FOR A PRICE OF: \$129,980.00**

(One hundred twenty-nine thousand nine hundred eighty-five and no/100 dollars)

NOTE: If the Owner would like an adhered roof on the Garage roof we would have to do the following:

Item 19.

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- 1) Remove all the insulation and reuse one layer of the existing as possible.
- 2) Adhere a layer of existing 1.8" Iso and 2 layers of 2" new Iso to the deck.
- 3) Adhere the 60mil to the insulation.

The additional cost for this is \$ 45,980.00.

**If this contract is accepted, please return one signed copy to our office.**

**Owner responsible for:**

- Determining if existing structure is capable of supporting a new roof system.
- Furnishing electrical, mechanical or refrigeration work as needed when units need to be raised and necessary supports.
- Acquiring any necessary permits or approvals.
- Any additional costs incurred to dispose of hazardous materials uncovered during demolition of existing materials are the owner's responsibility.
- Any unforeseen problems that may arise such as deteriorated roof deck, wood blocking, roof drains, etc., will be promptly brought to your attention and all additional repair work will be done on a time and material basis after being verified by owner or owner's representative.

The undersigned hereby proposes to furnish for the above building, all labor, materials and equipment and perform all work in accordance with plans and specifications. Pricing is only valid for 30 days from above date. Payment is due upon completion.

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

BUYSSE ROOFING SYSTEMS  
& SHEET METAL INC.

Firm: \_\_\_\_\_

By: Shawn M. Foy  
Shawn M. Foy, Pres.

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



Proposal

Attn: Quentin Brunsvold  
Fire Chief / City of Marshall, MN

February 16, 2021

Reroof: Marshall Fire Station  
201 E. Saratoga ST  
Marshall, MN

1. Set up onsite with proper safety equipment to meet or exceed OSHA/Horizon Roofing Inc., standards.
2. Remove and dispose of roof related metals.
3. Remove the existing rock ballast at all roofs, the ballast for the garage roof will be set aside for re-use, under the base bid.
4. Remove the existing EPDM to the existing insulation, if any insulation is found to be wet, it will be replaced at the rate of \$1.25 per BF, once approved by the owner.
5. Install additional wood blocking at the roof edges to accommodate for the added insulation thickness.
6. Install an additional layer of 2" polyiso over the existing insulation. Loose laid at the garage and mechanically attached to the assumed steel deck at the low and tower roofs, meeting wind uplift for code and the manufacturer warranty.
7. Install new 60-mil Firestone BP EPDM Fully Adhered roof system at the tower roof and low roof. The garage roof to be loose laid.
8. Install new flashings at all walls, penetrations, pipes, curbs and scuppers per manufacturer requirements, any mechanical or electrical work needed for reroofing is by the owner.
9. Re-install the rock ballast at the garage roof.
10. Install new roof related sheet metal flashing including new scuppers and copings with keepers. Owner to choose from manufacturer standard colors.
11. Includes manufacturer's 15-year total system warranty.
12. Horizon Roofing Inc. will provide the building permit.
13. All debris will be removed from job site and hauled to a proper disposal area.
14. Job site will be kept clean on a daily basis
15. All work will be done to manufacturer's specifications and performed by skilled laborers
16. Excludes mechanical and electrical disconnects, if needed for proper roofing

**Total Base Price = \$109,110.00**



**Alternate Add Option: Remove insulation at garage roof, re-use one layer of 1.8", install 2 new layers of 2", all adhered to the concrete deck. Install the 60mil EPDM in fully adhered fashion.  
Add Cost: \$49,048.00**

All snow and ice removal will be done on a time and material basis in addition to the above sum. All electrical or mechanical work required shall be the responsibility of the owner. Any problems that may arise such as deteriorated gas pipelines or electrical conduit, wet insulation, deteriorated roof deck, deteriorated wood blocking, etc. will be brought to the Owner's attention; all additional repair work will be done on a time and material basis in addition to the above sum.

Moisture that has entered into the building prior to Contractor's repair of the roofing system may result in mold growth. By signing the contract, Owner agrees to release Contractor from any and all claims Owner, Owner's family members, employees, tenants or any other building occupants may have as a result of such mold growth. Further, Owner agrees to defend, indemnify and hold Contractor Harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's building.

Due to the weight of a ballasted roofing system, the owner is to provide Horizon Roofing Inc. proof that the existing roofing structure will be able to support a ballasted roofing system. If owner requests, Horizon Roofing will have this structure inspected, all fees for this inspection will be an addition to the contract price.

For the purposes of this proposal Horizon Roofing's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or similar hazardous substance. If we encounter any such products or materials in the course of performing our work, or if such hazardous materials are encountered by any other firm performing work at the jobsite and we determine that such materials present a hazard to our employees, Horizon Roofing shall have the right to discontinue its work and remove its employees from the jobsite until testing of the materials has been completed by a qualified contractor. After the testing has been done, Horizon Roofing will provide a proposal for asbestos abatement and monitoring, and receive an extension of time to complete the work.

Price does not include any interior protection unless noted above. Roofing work may cause interior damage. Horizon Roofing, Inc. will not be held responsible for any interior damage that may occur during construction.

**Monthly billings will be submitted for the balance on a percent of work completed including materials stored on site. Payment is due within 30 days from the date of the invoice on the final 50% of work. The owner may retain five percent of the amount billed until the project is complete. Final payment including retainage is due within 30 days from completion of the project. A Finance Charge of 1 -1/2% per month will be assessed on all accounts past due, which is an annual percentage of 18%. Minimum monthly Finance Charge is \$5.00 per month. Accounts over 60 days are automatically sent to an outside collection agency. Accounts sent to collections will have a collection fees (approximately 30% of unpaid balance) applied to the balance due.**

This quote is subject to change after thirty (30) days. Feel free to contact us if you have any questions or if we can be of further service. If you should find this quote acceptable, please sign below and return to our office. Please retain a copy for your files.

CONTRACTORS NOTICE TO OWNER

- (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

**THANK YOU**, for the opportunity to serve your roofing needs.

Sincerely,



Robert Jodsaas  
Vice President

**Acceptance of Proposal**-The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

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

\_\_\_\_\_  
Printed Name Title

Name of Owner(s): \_\_\_\_\_

Billing Name(s): \_\_\_\_\_

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

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

Owner City, State, Zip: \_\_\_\_\_

Billing City, State, Zip: \_\_\_\_\_

Owner Phone Number: \_\_\_\_\_

A/P Phone Number: \_\_\_\_\_

Owner Fax Number: \_\_\_\_\_

A/P Fax Number: \_\_\_\_\_

Owner Email: \_\_\_\_\_

A/P Email: \_\_\_\_\_

Signature of Owner, if not signed above: \_\_\_\_\_



Proposal

Attn: Quentin Brunsvold  
Fire Chief / City of Marshall, MN

February 16, 2021

Reroof: Marshall Fire Station  
201 E. Saratoga ST  
Marshall, MN

1. Set up onsite with proper safety equipment to meet or exceed OSHA/Horizon Roofing Inc., standards.
2. Remove and dispose of roof related metals.
3. Remove the existing rock ballast at all roofs, the ballast for the garage roof will be set aside for re-use, under the base bid.
4. Remove the existing EPDM to the existing insulation, if any insulation is found to be wet, it will be replaced at the rate of \$1.25 per BF, once approved by the owner.
5. Install an additional layer of 2" polyiso over the existing insulation. Loose laid at the garage and mechanically attached to the assumed steel deck at the low and tower roofs, meeting wind uplift for code and the manufacturer warranty.
6. Install new 60-mil Firestone BP EPDM Fully Adhered roof system at the tower roof and low roof. The garage roof to be loose laid.
7. Install new flashings at all walls, penetrations, pipes, curbs and scuppers per manufacturer requirements, any mechanical or electrical work needed for reroofing is by the owner.
8. Re-install the rock ballast at the garage roof.
9. Install new roof related sheet metal flashing including new scuppers and copings with keepers. Owner to choose from manufacturer standard colors.
10. Includes manufacturer's 15-year total system warranty.
11. Horizon Roofing Inc. will provide the building permit.
12. All debris will be removed from job site and hauled to a proper disposal area.
13. Job site will be kept clean on a daily basis
14. All work will be done to manufacturer's specifications and performed by skilled laborers
15. Excludes mechanical and electrical disconnects, if needed for proper roofing

**Total Base Price = \$103,200.00**

**Alternate Add Option: Remove insulation at garage roof, re-use one layer of 1.8", install 2 new layers of 2", all adhered to the concrete deck. Install the 60mil EPDM in fully adhered fashion.  
Add Cost: \$49,048.00**

All snow and ice removal will be done on a time and material basis in addition to the above sum. All electrical or mechanical work required shall be the responsibility of the owner. Any problems that may arise such as deteriorated gas pipelines or electrical conduit, wet insulation, deteriorated roof deck, deteriorated wood blocking, etc. will be brought to the Owner's attention; all additional repair work will be done on a time and material basis in addition to the above sum.

Moisture that has entered into the building prior to Contractor's repair of the roofing system may result in mold growth. By signing the contract, Owner agrees to release Contractor from any and all claims Owner, Owner's family members, employees, tenants or any other building occupants may have as a result of such mold growth. Further, Owner agrees to defend, indemnify and hold Contractor Harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of mold in Owner's building.

Due to the weight of a ballasted roofing system, the owner is to provide Horizon Roofing Inc. proof that the existing roofing structure will be able to support a ballasted roofing system. If owner requests, Horizon Roofing will have this structure inspected, all fees for this inspection will be an addition to the contract price.

For the purposes of this proposal Horizon Roofing's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or similar hazardous substance. If we encounter any such products or materials in the course of performing our work, or if such hazardous materials are encountered by any other firm performing work at the jobsite and we determine that such materials present a hazard to our employees, Horizon Roofing shall have the right to discontinue its work and remove its employees from the jobsite until testing of the materials has been completed by a qualified contractor. After the testing has been done, Horizon Roofing will provide a proposal for asbestos abatement and monitoring, and receive an extension of time to complete the work.

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**Monthly billings will be submitted for the balance on a percent of work completed including materials stored on site. Payment is due within 30 days from the date of the invoice on the final 50% of work. The owner may retain five percent of the amount billed until the project is complete. Final payment including retainage is due within 30 days from completion of the project. A Finance Charge of 1 -1/2% per month will be assessed on all accounts past due, which is an annual percentage of 18%. Minimum monthly Finance Charge is \$5.00 per month. Accounts over 60 days are automatically sent to an outside collection agency. Accounts sent to collections will have a collection fees (approximately 30% of unpaid balance) applied to the balance due.**

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**THANK YOU**, for the opportunity to serve your roofing needs.

Sincerely,



Robert Jodsaa  
Vice President

**Acceptance of Proposal**-The above price specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

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

\_\_\_\_\_  
Printed Name \_\_\_\_\_ Title

Name of Owner(s): \_\_\_\_\_

Billing Name(s): \_\_\_\_\_

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

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

Owner City, State, Zip: \_\_\_\_\_

Billing City, State, Zip: \_\_\_\_\_

Owner Phone Number: \_\_\_\_\_

A/P Phone Number: \_\_\_\_\_

Owner Fax Number: \_\_\_\_\_

A/P Fax Number: \_\_\_\_\_

Owner Email: \_\_\_\_\_

A/P Email: \_\_\_\_\_

Signature of Owner, if not signed above: \_\_\_\_\_

# Bisbee Plumbing & Heating

Complete Commercial Mechanical Contracting and Metal Fabricating

604 North Hwy 59, P.O. Box 3  
Marshall, Minnesota 56258

Phone: 507-537-0596  
Fax: 507-537-1431

## PROPOSAL SUBMITTED TO:

Name: Marshall Fire Dept  
ATTN: \_\_\_\_\_ Date: 2-17-21  
Street: \_\_\_\_\_  
City: Marshall  
State: MN Zip: 56258

Bisbee Plumbing & Heating is pleased to quote the following work to be completed at your facility.

### Project Name Reroof

**Description:** Remove from the roof and store onsite 4 condensers. Provide new piping, roof blocks and pipe insulation. Electrical and control wiring by others. **Note: On older condensers the valves may leak after being closed.**

**\$2,800.00**

### Exclusions:

- Electrical, controls, leaky valves, permit fees

Thank you for the opportunity to quote your work. Any alterations or deviation from the above specifications involving extra cost of material or labor will be executed upon written order for same and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

Authorized  
Signature

*Eric Mathiowetz*

**Note:** This proposal may be withdrawn by us if not accepted within 30 days.

### ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal. Payments to be made as specified

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

**BID TABULATION**

**BASE BID: RE-ROOF ENTIRE FIRE STATION UTILIZING 60 MIL EPDM FULLY ADHERED ON OFFICE AND HOSE TOWER ROOFS, PERMANENTLY REMOVING ROCK BALLAST FROM THESE AREAS AND RE-BALLASTING APPARATUS BAY AREA UTILIZING LOOSE LAID 60 MIL EPDM.**

**ALTERNATE: PERMANENTLY REMOVE ROCK BALLAST FROM APPARATUS BAY ROOF AND UTILIZE FULLY ADHERED 60 MIL EPDM AND ADDING INSULATION ONTO APPARATUS BAY AREA OF FIRE STATION**

**DATE: FEBRUARY 18, 2021**

BIDDER	PROPOSAL			COMMENTS
	BASE BID	ALTERNATE	BASE BID + ALTERNATE	
Horizon Roofing – St. Cloud, MN	\$103,200.00	\$49,048.00	\$152,248.00	Bid does include building permit (\$1,100 savings to the city.) Bid also does not include raising the parapet wall 2 inches as it's not needed according to vendors proposal. 15 yr. warranty.
Gag Sheet Metal, Inc. – New Ulm, MN	\$103,800.00	\$37,450.00	\$141,250.00	Does <b>not</b> include building permit (\$1,100 additional cost not factored). Only adding 1-3/4" PolyIso. Insulation on decks. 20 year warranty.
Horizon Roofing – St. Cloud, MN	\$109,110.00	\$49,048.00	\$158,158.00	Bid does include building permit and also includes wood raising the parapet wall if council feels it's necessary to do so. 15 yr. warranty.
Buysse Roofing Systems & Sheet Metal, Inc. – Marshall, MN	\$129,980.00	\$45,980.00	\$175,960.00	Bid does <b>not</b> include Building permit (\$1,200 additional cost not factored). 15 yr. warranty.
Bisbee Plumbing & Heating				\$2,800 additional to remove A/C



106 3rd North Street New Ulm, Minnesota 56073  
507-354-3813 Fax 507-354-7847

February 19, 2021

Expiration Date: 3-19-21

Attn: Quentin Brunsvold  
201 East Saratoga St.  
Marshall, MN 56258

RE: Revised Re-Roofing Proposal- Marshall Fire Station

## **Scope of Work**

### **Inclusions:**

- The flat roofing area can be further defined as totaling approx. 14,233sqft.
- Remove the existing ballast rock and membrane dispose of properly. Existing insulation over the steel deck is to remain in place. Insulation at the concrete deck roof is to be removed as roofing manufacturers don't allow us to adhere to the existing insulation for warranty purposes.
- Furnish and Install one layer of flat 1-3/4" Polyisocyanurate Insulation at the steel deck areas to bring the roof up to code MIN R-30. Insulation at the steel deck roof areas is to be mechanically fastened to the deck.
- Furnish and Install two layers of flat 2.6" Polyisocyanurate Insulation at the concrete deck areas to meet code MIN R-30. Insulation at the concrete deck roof area is to be set in low-rise adhesive.
- Furnish and Install a non-reinforced black fully adhered 60mil EPDM Roofing Membrane.
- New wood blocking is included to accommodate the height of the new insulation at roof perimeter where required. Note: If uncovered during tear-off, damaged/deteriorated wood blocking, plywood sheathing, insulation, decking, or structural members will be replaced on a time and material basis. This will result in an added cost to be paid by owner to GSM.
- Furnish and Install 24ga pre-finished roof perimeter metal in manufacturer's standard colors.
- Roof-in (13) roof curbs.
- Roof-in (13) pipe penetrations.
- Roof-in (6) roof drains.
- Roof-in (7) scuppers.
- Furnish a 20-year manufacturer's standard warranty.

### **Exclusions:**

- Building permit, fee's.
- Davis Bacon or Prevailing Wage Rates.
- Sheet metal that is not connected to the roof system specifically mentioned above (i.e. brick flashing, window sill flashings, window head flashings, window jamb flashings, EIFS flashing, ledge flashing, etc.)
- Masonry restoration.
- Repair or replacement of damaged/deteriorated wood blocking, plywood sheathing, insulation, decking, or structural members.
- Structural reinforcement.
- Color matching/custom colors for metal work.



- Mechanical, electrical, or plumbing disconnect or reconnect.
- Re-aligning of satellite dishes.
- Snow or ice removal.
- Gutter, downspouts.
- Ponding is not a cause for rejection.

We propose to furnish material and labor complete in accordance with the above itemized scope of work and sections listed for the sum of:

**Base Bid:**

**One hundred thirty-four thousand four hundred fifty Dollars. \$134,450.00**

**Deduct Alternate 1: Furnish and Install a Ballasted EPDM Roof System in Lieu of a Fully Adhered EPDM Roof System at All Roof Areas:**

- Delete; "Existing insulation over the steel deck is to remain in place. Insulation at the concrete deck roof is to be removed as roofing manufacturers don't allow us to adhere to the existing insulation for warranty purposes."
- Insert; "All existing insulation is to remain in place, we will add one layer of new insulation to bring all roof areas up to code. We will re-use the existing ballast rock."
- Delete; "Furnish and Install two layers of flat 2.6" Polyisocyanurate Insulation at the concrete deck areas to meet code MIN R-30. Insulation at the concrete deck roof area is to be set in low-rise adhesive."
- Insert; "Furnish and Install one layer of flat 1.75" Polyisocyanurate Insulation at all roof areas. Meets Code MIN R-30. Insulation is to be loose laid and ballasted."
- Delete; "Furnish and Install a non-reinforced black fully adhered 60mil EPDM Roofing Membrane."
- Insert; "Furnish and Install a non-reinforced black ballasted 60mil EPDM Roofing Membrane. We will re-use the existing ballast rock."
- All other exclusions above apply.

**Deduct: Thirty-seven thousand four hundred fifty Dollars. (\$37,450.00)**

**Deduct Alternate 2: Furnish and Install a Ballasted EPDM Roof System in Lieu of a Fully Adhered EPDM Roof System at Concrete Deck Only:**

- Delete; "Existing insulation over the steel deck is to remain in place. Insulation at the concrete deck roof is to be removed as roofing manufacturers don't allow us to adhere to the existing insulation for warranty purposes."
- Insert; "All existing insulation is to remain in place, we will add one layer of new insulation to bring all roof areas up to code. We will re-use the existing ballast rock at the concrete deck roof."
- Delete; "Furnish and Install two layers of flat 2.6" Polyisocyanurate Insulation at the concrete deck areas to meet code MIN R-30. Insulation at the concrete deck roof area is to be set in low-rise adhesive."
- Insert; "Furnish and Install one layer of flat 1.75" Polyisocyanurate Insulation at all roof areas. Meets Code MIN R-30. Insulation is to be mechanically fastened at the steel decks. Insulation is to be loose laid and ballasted at the concrete decks."
- Delete; "Furnish and Install a non-reinforced black fully adhered 60mil EPDM Roofing Membrane."
- Insert; "Furnish and Install a non-reinforced black fully adhered 60mil EPDM Roofing Membrane at the steel decks. Furnish and Install a non-reinforced black ballasted 60mil EPDM Roofing Membrane at the concrete deck. We will re-use the existing ballast rock at the concrete deck."
- All other exclusions above apply.

**Deduct: Thirty thousand six hundred fifty Dollars. (\$30,650.00)**

Payment to be made as follows: Payment is due within 10 days of receiving each of our invoices. A finance charge of 1.5% will be assessed after 30 days and every 30 days thereafter. Please plan prior to construction.

Authorized Signature: \_\_\_\_\_  
Andrew Forstner – Estimator  
507-276-5748

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Authorized  
Signature \_\_\_\_\_

Alternate(s)  
Accepted \_\_\_\_\_

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

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider awarding bid for Engine 360 truck refurbishing.
<b>Background Information:</b>	<p>Engine 360 is a 2002 Spartan custom built for the City of Marshall by General Safety Equipment in Wyoming, MN. Engine 360 is our 2<sup>nd</sup> engine on a fire scene within the city limits and is generally assigned as the water supply apparatus. This engine connects directly to a hydrant and pumps water to the fire attack apparatus and to the aerial tower apparatus.</p> <p>Engine 360 has had relatively low maintenance issues to date. Engine 360, like all our engines, is critical to our emergency response and must operate without error. When utilized at a fire scene it is operated to its capacity and under hard conditions. On an annual basis, Engine 360 is inspected, and the pump is certified.</p> <p>Two areas that need immediate repair are to the emergency lighting system and the pneumatic system within the pump valves that are not functioning properly. The refurbishment of Engine 360 will address these issues as well as it will go through the entire truck and bring it up to 2021 NFPA standards.</p> <p>This refurbishment will increase the longevity and life of this engine. In 2012, the city approved the refurbishment of our 1993 Pierce Arrow aerial platform (\$156,000). Since the refurbishment of the 1993 Pierce Arrow, no identified repairs have needed to be made and its anticipated replacement date has been moved out a minimum of five years.</p> <p>Requests for proposals for the refurbishment of Engine 360 went to 2 companies that are qualified to complete this project with the low bid coming from Emergency Apparatus Maintenance in Lino Lakes, MN. Any repair costs on items not able to be seen or planned for are not included in the projection.</p> <p>This project was included in the 2020 Capital Improvement Plan for \$105,000 from the general levy and that money has been transferred to reserves in 2021 for this purpose.</p>
<b>Fiscal Impact:</b>	<b>\$105,000</b>
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Consider approving the bid from Emergency Apparatus Maintenance to refurbish Engine 360.

# Estimate

Date: 02/01/2021

Estimate #: 8927



Emergency Apparatus Maintenance, Inc.  
7512 4th Avenue  
Lino Lakes, MN 55014

TEL: 651.786.4463 · 1.800.EAM.3911  
FAX: 651.786.0517  
EML: service@eamservice.com

Jake Olsen  
Marshall Fire Department  
201 East Saratoga St  
Marshall, MN 56258

Sales Rep: Lance Olson

Signature: \_\_\_\_\_

## Description

### Engine 360

Quantity	Description	Unit Cost	Cost
1	<p>Conduct complete Vehicle Safety Inspection. Inspection conducted by Emergency Apparatus Maintenance Inc. Professional/ ASE/EVT/DOT Certified Technician.</p> <p>Remove all tires and wheels. Remove all Brake drums. Replace all Brake Drums/Shoes/Hardware and Brake mounting system. Clean and inspect all wheel bearings. Replace all 4 Wheel seals and 4 Axle seals.</p> <p>Replace all 40 wheel studs along lug nuts and 20 rear axle inner nuts. This is a Safety concern with heavy emergency vehicles. Our company has seen an alarming rate of wheel stud failures causing drive tires to break away from the vehicle causing a true safety concern. We attribute this failure to the constant hard turning caused when entering and exiting the fire station with these large vehicles.</p> <p>Replace both front and rear chassis springs, spring pins and shock absorbers as necessary.</p> <p>Conduct 12 volt electrical system load test prior to any upgrades, record amp draw and document, after upgrades perform same test and record amp draw. Typical LED Lighting upgrades see a reduction of AMP draw from 40-50%.</p> <p>Upgrade all Emergency and essential Safety lighting to NFPA 1901 standards utilizing Super LED lighting. Upgrade all DOT lighting to Super LED lighting. Super LED lighting will allow the installation of additional required lighting without extensive upgrading to existing vehicle wiring infrastructure.</p> <p>Lighting will be upgraded with Super LED Whelen, TecNiq or comparable to provide quality that will give many years of service.</p> <p>Marshall Engine 360 LED Light Upgrade to include; Weldon # 9186-8580-29 X 2, Weldon # 2631-2222-30 X 5, Pierce # 61-5092 X 3, Trucklite 15 Series X 10, Unity # 8848 X 2, Code 3 Arch Beacon X 2, FRC Scene Light X 2, Whelen Traffic Advisor, Whelen Light Bar,</p>	\$105,000.00	\$105,000.00

# Estimate

Date: 02/01/2021

Estimate #: 8927



Emergency Apparatus Maintenance, Inc.  
7512 4th Avenue  
Lino Lakes, MN 55014

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Jake Olsen  
Marshall Fire Department  
201 East Saratoga St  
Marshall, MN 56258

Sales Rep: Lance Olson

Signature: \_\_\_\_\_

## Description

### Engine 360

Quantity	Description	Unit Cost	Cost
	TecNiq K90-WBU0-1 X 2, TecNiq K90-AAT0-1 X 2, TecNiq K90-STRO-1 X 2, TecNiq K60-RR00-1 X 8, TecNiq K60-1C00-1 X 6, TecNiq K90-1C00-1 X 6, TecNiq K70-RR00-1 X 2, TecNiq K70-1C00-1 X 2, TecNiq T41-WCOT-1 X 11		
	3 ea Pump Panel Lights 1 Pump Panel Amber, activated by pump engaged 7 Ground lights 4 cab doors, center and rear facing of vehicle. 2 Rear Stop-Turn/Tail and Back-up with Cast 3 housing 2 rear facing Warning REMOVE REAR FACING FLOODS UPGRADE TO LED SCENE STYLE		
	Upgrade headlights to JW Speaker LED high and low beam 8800 headlights.		
	Install 5 LED light water level gauge to existing position on pump panel.		
	Replace all interior dome lights, convenience lights and accessory lights with LED where light head replacements are available in LED.		
	Back-up Camera to rear of vehicle. Install dash mounted color screen. Unit will be on at all times when vehicle batteries are on to add safety through the ability to see in the blind spot directly behind the vehicle.		
	Install Whelen LED Traffic Advisor Arrow Stick to the upper rear portion of vehicle body. Control panel mounted on cab dash. (location determined by customer)		
	Install 3M Diamond Grade Chevron Safety Reflective Dot system to rear facing diamond plate at rear of vehicle per NFPA 1901.		
	Install 2 NFPA 1901 Compliant Jumbo wheel Chocks and mounts.		
	Install Kussmaul Auto Pump System with Auto Charge 11 and 20 amp water proof auto eject. Price includes 110 volt automatic air pump/battery charger and shore line plug eject along with labor to install. This includes troubleshooting and repairing all air leaks in vehicle air system to DOT Compliance.		
	Install cab interior mounted 110 volt power outlet and power strip for charging station for Fire Fighter equipment. Only available if Auto Eject is installed.		

# Estimate

Date: 02/01/2021

Estimate #: 8927



Emergency Apparatus Maintenance, Inc.  
7512 4th Avenue  
Lino Lakes, MN 55014

TEL: 651.786.4463 · 1.800.EAM.3911  
FAX: 651.786.0517  
EML: service@eamservice.com

Jake Olsen  
Marshall Fire Department  
201 East Saratoga St  
Marshall, MN 56258

Sales Rep: Lance Olson

Signature: \_\_\_\_\_

## Description

### Engine 360

Quantity	Description	Unit Cost	Cost
	<p>Access vehicle water tank. Remove cover access hole and inspect water tank for corrosion and or cracking.</p> <p>Install "Our Family Helping Your Family" graphics with customers approval, location TBD.</p> <p>Engines / Tankers medium and heavy duty diesel applications; Complete Emergency Vehicle Safety Inspection and Full Service conducted per Emergency Apparatus Maintenance service report Includes engine oil, Manufacturers oil, fuel and coolant filters and chassis lubrication. ...</p> <p>During services oil sample analysis will be performed on Engine oil, transmission fluid and generator oil. Analysis documentation will be provided to the deaprtment.</p> <p>Pump tests conducted in accordance with ISO / NFPA 1911 Standards, performed at your station in our portable pump test trailer up to 3,500 GPM. All pumps that pass all phases of the test are tagged and certifying paperwork is sent to the department.</p> <p>Our pump service is conducted in accordance with manufacturer recommendations by our trained pump professional. To include pump transmission oil change, outboard bearing grease/oil check, pump shift lubrication/oil, operation of transfer valve, relief valve operation, pilot valve operation and screen inspection, priming system operation and oil level, discharge and suction valve operation and linkage lubrication, drain valve operation and linkage lubrication, operational run – check packing drip rate, accessory operation and dry vacuum test. EAM is a factory authorized service center for all major fire pump manufacturers.</p> <p>Replace air filter.</p> <p>Service Auto Transmission</p> <p>Service A/C</p> <p>Service Air Dryer</p> <p>Service Foam Pro Systems</p> <p>Service Generator</p> <p>Inspect radiator condition, re-core or replace if needed. If truck has large transmission cooler located under truck, remove, inspect and have thoroughly cleaned and pressure tested.</p> <p>Service differentials.</p> <p>Undercoat front and rear wheel wells.</p> <p>Replace all compartment lights with replacement LED - TBD.</p>		

# Estimate



Emergency Apparatus Maintenance, Inc.  
7512 4th Avenue  
Lino Lakes, MN 55014

Date: 02/01/2021

Estimate #: 8927

TEL: 651.786.4463 · 1.800.EAM.3911  
FAX: 651.786.0517  
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Jake Olsen  
Marshall Fire Department  
201 East Saratoga St  
Marshall, MN 56258

Sales Rep: Lance Olson

Signature: \_\_\_\_\_

## Description

### Engine 360

Quantity	Description	Unit Cost	Cost
	Replace chrome lug covers and rear axle hub covers.		
	Inspect body for corrosion, estimate body and paint repair.		
	Clean and alumi-brite all aluminum diamond plate surfaces. Complete buff all exterior painted surfaces.		
	Inspect all seats and interior fabric. Update and/or replace where needed.		

## Summary

This estimate is based on the average parts and labor required to complete the stated repairs. These estimates are figured upon average accessibility to parts requiring repairs and will be charged on a time and materials basis.

*Thank you for the opportunity to provide an estimate for this project. If you have any questions regarding this estimate, or if we can be of further assistance, please call us at **651.786.4463** or **1.800.326.3911**, or email us at **service@eamservice.com**.*

**02.07.2021**

**GENERAL SAFETY FIRE APPARATUS FORMAL QUOTATION FOR MARSHALL FD APPARATUS REFURBISHMENT**

Replace all 40 wheel studs along lugnuts and 20 rear axle inner nuts

Replace both front and rear chassis springs, spring pins and shock absorbers as necessary

Conduct 12 volt electrical system load test prior to any upgrades, record amp draw and document

Upgrade all emergency and essential Safety lighting to NFPA 1901 standards utilizing Super LED lighting

Upgrade all DOT lighting to Super LED lighting

Lighting will be upgraded with Super LED Whelen, TecNiq or comparable lights

LED Light Upgrade to include; Weldon# 9186-8580-29 X 2

Weldon# 2631-2222-30 X 5

Pierce# 61-5092 X 3

Trucklite 15 Series X 10

Unity # 8B48 X 2

Code 3 Arch Beacon X 2

FRC Scene Light X 2

Whelen Traffic Advisor,

Whelen Light Bar

TecNiq K90-WBU0-1 X 2, TecNiq K90-AAT0-1 X 2, TecNiq K90-STR0-1 X 2, TecNiq K60-RR00-1 X 8, TecNiq K60-1C00-1 X 6, TecNiq K90-1C00-1 X 6, TecNiq K70-RR00-1 X 2, TecNiq K70-1C00-1 X 2, TecNiq T41-WC0T-1 X 11

3 ea. Pump Panel Lights

1 Pump Panel Amber, activated by pump engaged

7 Ground lights 4 cab doors, center and rear facing of vehicle. 2 Rear Stop-Turn/Tail and Back-up with Cast 3 housing

2 rear facing Warning

Upgrade headlights to JW Speaker LED high and low beam 8800 headlights. Install 5 LED light water level gauge to existing position on pump panel.

Replace all interior dome lights, convenience lights and accessory lights with LED where light head replacements are available in LED

Back-up camera to rear of vehicle.

Install dash mounted color screen.

Unit will be on at all times when vehicle batteries are on to add safety through the ability to see in the blind spot directly behind the vehicle.

Install Whelen LED Traffic Advisor Arrow Stick to the upper rear portion of vehicle body. Control panel mounted on cab dash. (location determined by customer)



Install 3M Diamond Grade Chevron Safety Reflective Dot system to rear facing diamond plate at rear of vehicle per NFPA 1901.

Install 2 NFPA 1901 Compliant Jumbo wheel Chocks and mounts.

Install Kussmaul Auto Pump System with Auto Charge 11 and 20 amp water proof auto eject.

Includes 110 volt automatic air pump/battery charger and shore line plug eject along with labor to install. This includes troubleshooting and repairing all air leaks in vehicle air system to DOT Compliance.

Install cab interior mounted 110 volt power outlet and power strip for charging station for Fire Fighter equipment

Access vehicle water tank.

Remove cover access hole and inspect water tank for corrosion and/or cracking.

Install "Our Family Helping Your Family" graphics with customer's approval location TBD.

During services oil sample analysis will be performed on Engine oil, transmission fluid and generator oil. Analysis documentation will be provided to the department.

Replace air filter.

Service Auto Transmission Service A/C

Service Air Dryer

Service Foam Pro System

Service Generator

Inspect radiator condition, re-core or replace if needed. If truck has large transmission cooler located under truck, remove,

inspect and have thoroughly cleaned and pressure tested.

Service differentials.

Undercoat front and rear wheel wells.

Replace all compartment lights with replacement LED - TBD.

Replace chrome lug covers and rear axle hub covers inspect body for corrosion estimate body and paint repair.

Clean and alumi-brite all aluminum diamond plate surfaces. Complete buff all exterior painted surfaces. Inspect all seats and interior fabric. Update and/or replace where needed.

---

***FORMAL QUOTATION PRICE (GOOD THROUGH APRIL 1, 2021)  
WORK TO BE COMPLETED IN 90-120 DAYS FROM ORDER***

**\$124,345.00**

**Steven Harris**

President

**General Safety Fire Apparatus**

**Wyoming, MN**

**612.703.6019**

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Grant of Permanent Easement – Project Z82 North 1 <sup>st</sup> Street and Project Z83 James/Camden.
<b>Background Information:</b>	Attached are Grants of Permanent Easement required for the above-referenced projects between the City and Curtis VanMeveren (Project Z82) and Marshall Golf Club (Project Z83). The location of the easement is shown in Exhibit B for each of the projects. The easements are for the construction and installation of stormwater drainage pipe in the easement area.
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	<p>Recommendation No. 1 that the Council authorize the execution of the attached Grant of Permanent Easement between the City of Marshall and Curtis VanMeveren (Project Z82).</p> <p>Recommendation No. 2 that the Council authorize the execution of the attached Grant of Permanent Easement between the City of Marshall and Marshall Golf Club (Project Z83).</p>

### GRANT OF PERMANENT EASEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Curtis VanMeveren, a single person, Grantor, and the City of Marshall, a Minnesota municipal corporation under the laws of the State of Minnesota, Grantee, as follows:

WHEREAS, Grantor is the fee owner of the property legally described in Exhibit A (the "Property"); and

WHEREAS, the City of Marshall wishes to construct and install stormwater drainage pipe on the Property (the "Project") described herein and depicted in Exhibit B (the "Easement Area"); and

WHEREAS, Grantor, as owner of said Property and Easement Area, is hereby willing and able to grant said easement as requested.

THEREFORE, in consideration of sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor gives and grants to the Grantee, its permitted successors and assigns, the right to enter upon and occupy, and to construct and install stormwater drainage pipe owned by the Grantee. The described permanent easements are shown in Exhibit A and Exhibit B and referred to as the "Easement Area."
2. Grantor its successors and assigns, gives and grants to Grantee, its successors and assigns, the right in perpetuity, to maintain, operate, and use said stormwater drainage facilities within the Easement Area and the right when deemed necessary, to repair, replace and/or rebuild the same, as further described in this easement.
3. As an essential part of the consideration herein and by the acceptance of the grant of easement, said Grantee its permitted successors and assigns, further take said easement, subject to the condition and thereby covenants that upon the initial construction, improvement or repair of said public facilities, that it will restore and return said premises to substantially the same condition as said premises were prior to said construction, improvement or repair.

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## EXHIBIT A

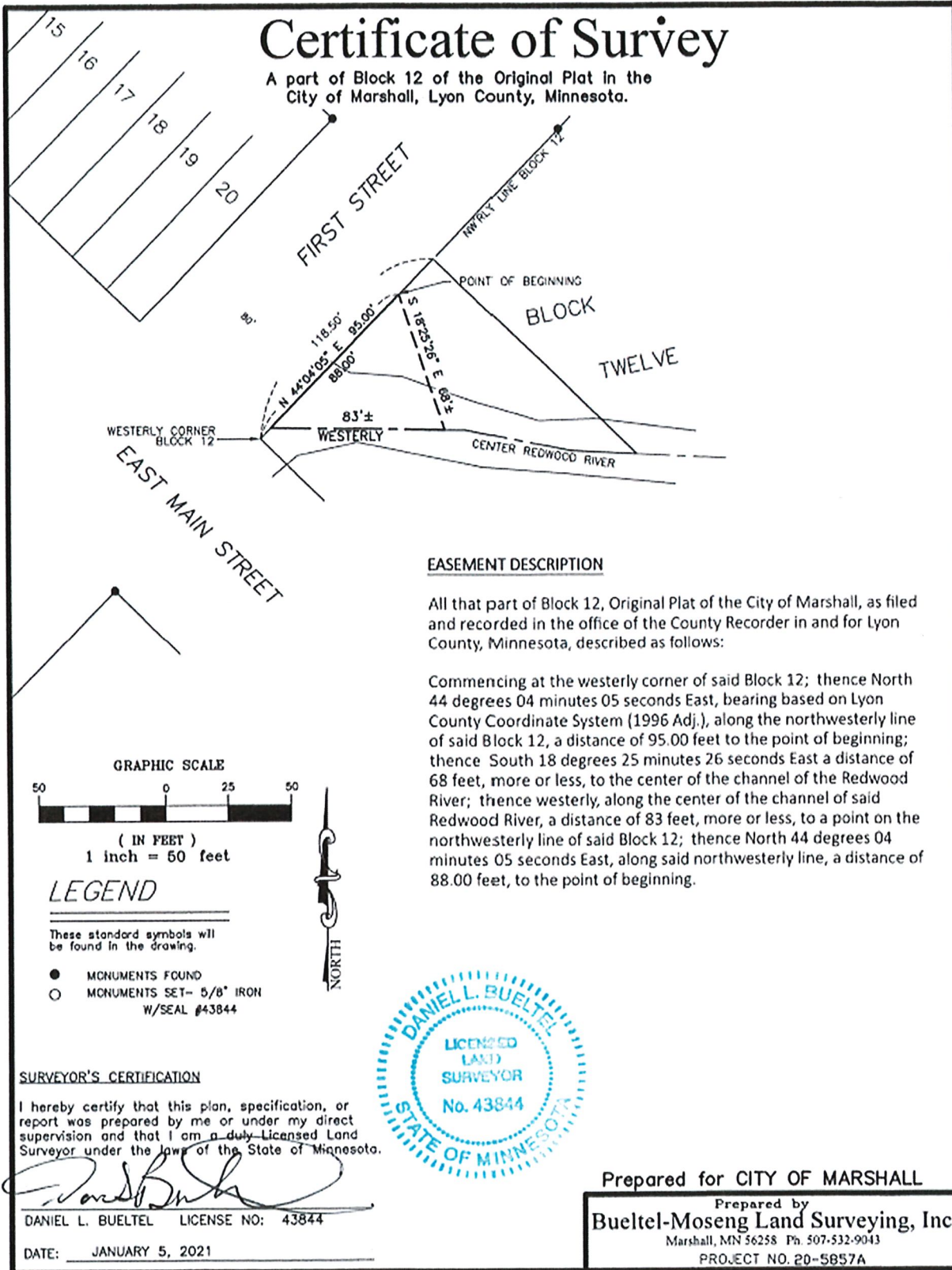
All that part of Block 12, Original Plat of the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota, described as follows:

Commencing at the westerly corner of said Block 12; thence North 44 degrees 04 minutes 05 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the northwesterly line of said Block 12, a distance of 95.00 feet to the point of beginning; thence South 18 degrees 25 minutes 26 seconds East a distance of 68 feet, more or less, to the center of the channel of the Redwood River; thence westerly, along the center of the channel of said Redwood River, a distance of 83 feet, more or less, to a point on the northwesterly line of said Block 12; thence North 44 degrees 04 minutes 05 seconds East, along said northwesterly line, a distance of 88.00 feet, to the point of beginning.

EXHIBIT B

# Certificate of Survey

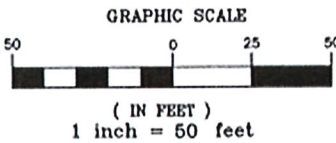
A part of Block 12 of the Original Plat in the City of Marshall, Lyon County, Minnesota.



**EASEMENT DESCRIPTION**

All that part of Block 12, Original Plat of the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota, described as follows:

Commencing at the westerly corner of said Block 12; thence North 44 degrees 04 minutes 05 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the northwesterly line of said Block 12, a distance of 95.00 feet to the point of beginning; thence South 18 degrees 25 minutes 26 seconds East a distance of 68 feet, more or less, to the center of the channel of the Redwood River; thence westerly, along the center of the channel of said Redwood River, a distance of 83 feet, more or less, to a point on the northwesterly line of said Block 12; thence North 44 degrees 04 minutes 05 seconds East, along said northwesterly line, a distance of 88.00 feet, to the point of beginning.



**LEGEND**

These standard symbols will be found in the drawing.

- MONUMENTS FOUND
- MONUMENTS SET- 5/8" IRON W/SEAL #43844



**SURVEYOR'S CERTIFICATION**

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Daniel L. Bueltel*  
 DANIEL L. BUELTEL LICENSE NO: 43844

DATE: JANUARY 5, 2021

Prepared for CITY OF MARSHALL

Prepared by  
**Bueltel-Moseng Land Surveying, Inc.**  
 Marshall, MN 56258 Ph. 507-532-9043  
 PROJECT NO. 20-5657A

### GRANT OF PERMANENT EASEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between The Marshall Golf Club, Inc., a Minnesota Not-For-Profit Corporation under the laws of the State of Minnesota, Grantor, and the City of Marshall, a Minnesota municipal corporation under the laws of the State of Minnesota, Grantee, as follows:

WHEREAS, Grantor is the fee owner of the property legally described in Exhibit A (the "Property"); and

WHEREAS, the City of Marshall wishes to construct and install stormwater drainage pipe on the Property (the "Project") described herein and depicted in Exhibit B (the "Easement Area"); and

WHEREAS, Grantor, as owner of said Property and Easement Area, is hereby willing and able to grant said easement as requested.

THEREFORE, in consideration of sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor gives and grants to the Grantee, its permitted successors and assigns, the right to enter upon and occupy, and to construct and install stormwater drainage pipe owned by the Grantee. The described permanent easements are shown in Exhibit A and Exhibit B and referred to as the "Easement Area."
2. Grantor its successors and assigns, gives and grants to Grantee, its successors and assigns, the right in perpetuity, to maintain, operate, and use said stormwater drainage facilities within the Easement Area and the right when deemed necessary, to repair, replace and/or rebuild the same, as further described in this easement.
3. As an essential part of the consideration herein and by the acceptance of the grant of easement, said Grantee its permitted successors and assigns, further take said easement, subject to the condition and thereby covenants that upon the initial construction, improvement or repair of said public facilities, that it will restore and return said premises to substantially the same condition as said premises were prior to said construction, improvement or repair.

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The Agreement herein as set-out, shall be construed as a covenant running with the remainder of the lands owned by the Grantor, and is binding upon said Grantor as the owner of said lands, and for Grantor, its successors and assigns, anyone claiming under them, or any of them, as owners or occupants thereof.

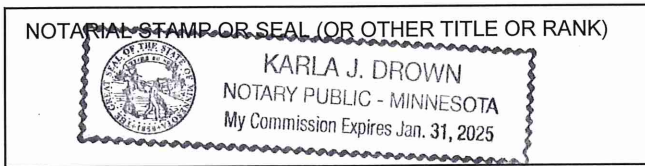
IN WITNESS WHEREOF, the Grantor has hereto set its hand the date and year first above written.

GRANTOR  
The Marshall Golf Club, Inc.

By: *Joseph Krall*  
Name : Joseph Krall  
Its: President

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF LYON         )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of February, 2021, by Joseph Krall, as President of The Marshall Golf Club, Inc., a Minnesota Not-For-Profit Corporation, on behalf of said Corporation.



*Karla Drown*  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

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Grantee hereby agrees to be bound by the terms and conditions of the grant of this easement.

GRANTEE: CITY OF MARSHALL

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

\_\_\_\_\_  
By: Kyle Box  
Its: City Clerk

STATE OF MINNESOTA     )  
  )ss.  
COUNTY OF LYON         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Robert J. Byrnes and Kyle Box, the Mayor and City Clerk for the City of Marshall, a municipal corporation under the laws of State of Minnesota, on behalf of the corporation.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

THIS INSTRUMENT WAS DRAFTED BY:  
  
QUARNSTROM & DOERING, P.A.  
MARSHALL CITY ATTORNEY  
By: Dennis H. Simpson  
109 South Fourth Street  
Marshall, MN 56258  
(507) 537-1441

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## EXHIBIT A

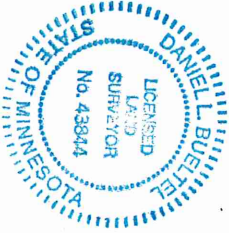
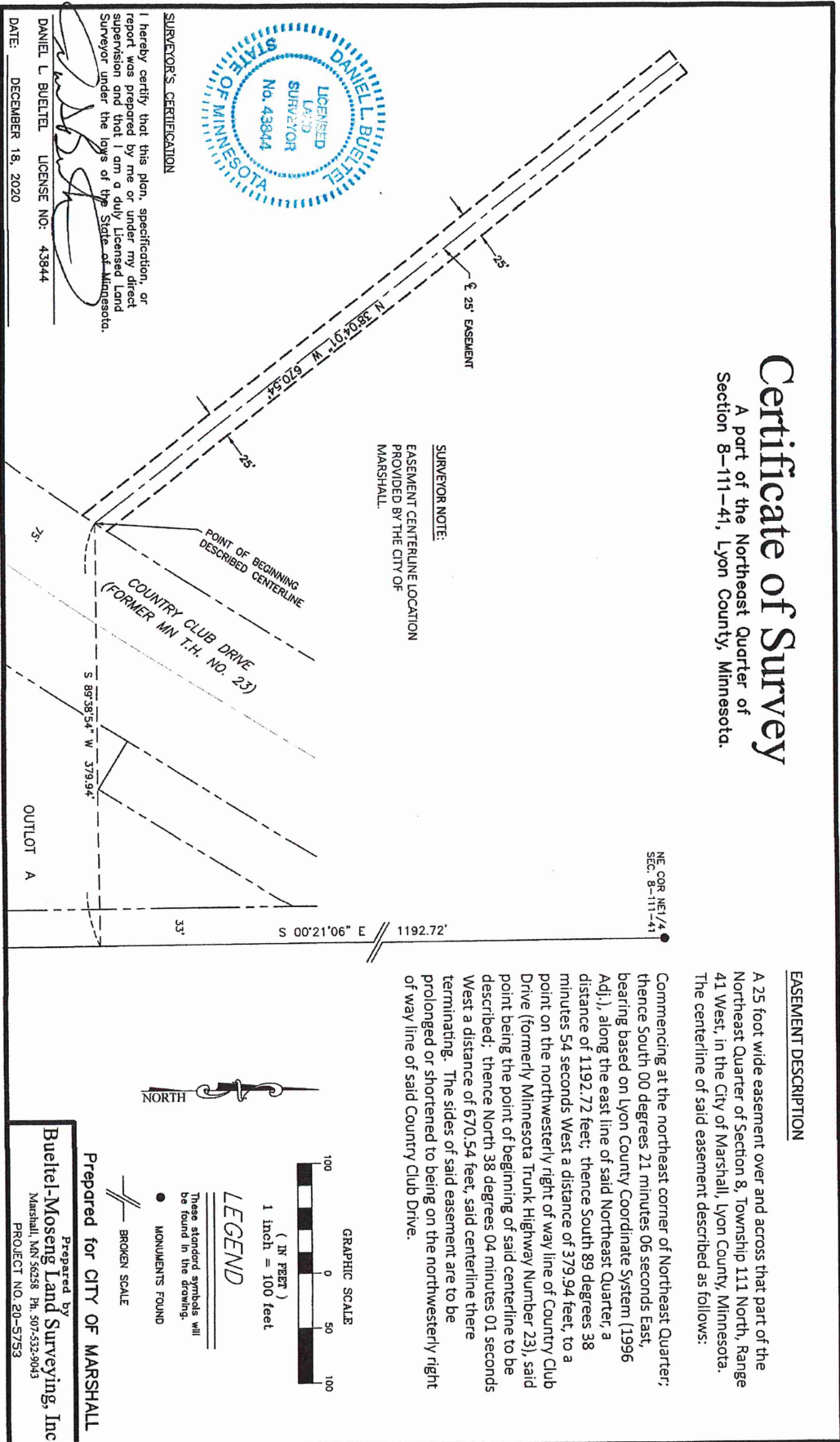
A 25-foot wide easement over and across that part of the Northeast Quarter of Section 8, Township 111 North, Range 41 West, in the City of Marshall, Lyon County, Minnesota. The centerline of said easement described as follows:

Commencing at the northeast corner of Northeast Quarter; thence South 00 degrees 21 minutes 06 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the east line of said Northeast Quarter, a distance of 1192.72 feet; thence South 89 degrees 38 minutes 54 seconds West a distance of 379.94 feet, to a point on the northwesterly right of way line of Country Club Drive (formerly Minnesota Trunk Highway Number 23), said point being the point of beginning of said centerline to be described; thence North 38 degrees 04 minutes 01 seconds West a distance of 670.54 feet, said centerline there terminating. The sides of said easement are to be prolonged or shortened to being on the northwesterly right of way line of said Country Club Drive.

EXHIBIT B

# Certificate of Survey

A part of the Northeast Quarter of  
Section 8-111-41, Lyon County, Minnesota.



**SURVEYOR'S CERTIFICATION**  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

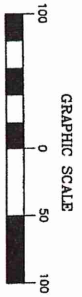
DANIEL L. BUELTEL LICENSE NO: 43844  
DATE: DECEMBER 18, 2020

**SURVEYOR NOTE:**  
EASEMENT CENTERLINE LOCATION PROVIDED BY THE CITY OF MARSHALL.

**EASEMENT DESCRIPTION**

A 25 foot wide easement over and across that part of the Northeast Quarter of Section 8, Township 111 North, Range 41 West, in the City of Marshall, Lyon County, Minnesota. The centerline of said easement described as follows:

Commencing at the northeast corner of Northeast Quarter, thence South 00 degrees 21 minutes 06 seconds East, bearing based on Lyon County Coordinate System (1996 Adj.), along the east line of said Northeast Quarter, a distance of 1192.72 feet; thence South 89 degrees 38 minutes 54 seconds West a distance of 379.94 feet, to a point on the northwesterly right of way line of Country Club Drive (formerly Minnesota Trunk Highway Number 23), said point being the point of beginning of said centerline to be described; thence North 38 degrees 04 minutes 01 seconds West a distance of 670.54 feet, said centerline there terminating. The sides of said easement are to be prolonged or shortened to being on the northwesterly right of way line of said Country Club Drive.



**LEGEND**

- These standard symbols will be found in the drawing.
- MONUMENTS FOUND
- BROKEN SCALE

Prepared for CITY OF MARSHALL  
Prepared by  
**Buettel-Moseng Land Surveying, Inc.**  
Marshall, MN 56258 Ph. 507-532-9043  
PROJECT NO. 20-5753

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project Z90: South 4 <sup>th</sup> Street/Country Club Intersection Improvement – Consider Award of Proposals.
<b>Background Information:</b>	<p>City staff would like to evaluate different options for improving the intersection of South 4<sup>th</sup> Street and Country Club Drive. The intersection of these streets occurs at a heavy skew and is currently controlled by a traffic signal that was originally installed in 1983. The signal is outdated and not in compliance with current ADA standards for a safe pedestrian crossing. This traffic signal is the only traffic signal fully under City of Marshall control; all other traffic signals are located along a MnDOT corridor and fall under MnDOT jurisdiction.</p> <p>To help evaluate improvement opportunities at this intersection, City staff would like to hire a consulting engineer to review and provide alternative options for intersection improvement.</p> <p>Staff will expect the consultant to evaluate multiple opportunities for improvement at this intersection and provide preliminary cost estimates for each option. This information would then be brought back to Council later this spring for consideration of a future improvement project to be scheduled in our Capital Improvement Plan (CIP).</p> <p>Proposals for the above-referenced project were received by February 12, 2021. Four proposals were received and reviewed by City staff. Proposals were received from ISG, IMEG, Bolton &amp; Menk, and Short Elliott Hendricksen (SEH). Based on review by City staff, SEH was selected to complete the review for the amount of \$18,565.</p>
<b>Fiscal Impact:</b>	The 2021 Engineering Department budget includes \$20,000 for this work in consulting services.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council award the proposal for the Project Z90: South 4 <sup>th</sup> Street/Country Club Intersection Improvement Study to Short Elliott Hendrickson Inc. of St. Paul, Minnesota in the amount of \$18,565.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Resolution of Support for Channel Parkway Local Road Improvement Program (LRIP) Grant Application.
<b>Background Information:</b>	<p>The Minnesota Department of Transportation (MnDOT) announced on December 2, 2020 that the agency would be soliciting applications for Local Road Improvement Program (LRIP) grants. The 2020 bonding bill included \$75 million in undesignated LRIP funds to be awarded to local units of government on a competitive basis. The last LRIP grant period occurred in 2018 and approximately \$34 million was made available.</p> <p>City Engineering staff would like to submit a grant application for the resurfacing of Channel Parkway. Channel Parkway was reconstructed in 2004. Within the next 5 years, Channel Parkway will require a resurfacing project.</p> <p>The proposed project for LRIP application will include replacement of the existing bituminous pavement surface with a concrete pavement surface. Currently, the pavement surface is exhibiting stresses indicative of excessive loading; this is evidenced by the longitudinal fatigue cracking within the wheel paths of the roadway. The City of Marshall recently completed some repairs of severe rutting (3-4") at the intersection of Channel Parkway and MN Highway 68. The project would utilize the existing gravel base, drain tile, and curb and gutter, replacing the bituminous surfacing only. Engineering staff believes there is great value installing a concrete surface if grant funds are awarded.</p> <p>City staff is estimating a project cost of \$2,433,000 for a concrete surfacing project over the entire 1.2 miles of Channel Parkway. If a maximum grant award of \$1,250,000 is secured, the expected City outlay would be \$1,183,000. City staff would recommend financing the City participation through issuance of City bonds, making annual bond payments from our Municipal State Aid System (MSAS) account through annual MSAS Advance Requests.</p> <p>If the City completes a resurfacing project in future years without grant funding, we would utilize Municipal State Aid System (MSAS) funds and mill and overlay the bituminous surfacing at an estimated cost of \$850,000. The life of a concrete pavement should exceed 30 years with minimal maintenance, covering the life span of multiple mill and overlay projects.</p> <p>Applications are due by March 3, 2021 and awards will be announced in May. The maximum grant award per local unit of government is \$1.25 million.</p>
<b>Fiscal Impact:</b>	None at this time. If the City is offered a grant, City staff will return to the City Council for authorization to execute a grant agreement.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council adopt RESOLUTION NUMBER 21-017, which is the "Resolution of Support for Channel Parkway LRIP Application, authorizing City staff to submit an LRIP grant application for the concrete resurfacing of Channel Parkway.

**RESOLUTION NUMBER 21-017**

**RESOLUTION OF SUPPORT FOR  
CHANNEL PARKWAY  
LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) APPLICATION**

BE IT RESOLVED, a resolution of the City of Marshall agreeing to apply for financial assistance with the Minnesota Local Road Improvement Program (LRIP) to finance Channel Parkway PCC Resurfacing Project.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the Director of Public Works to submit and sign an application to the State of Minnesota for financial aid for LRIP application purposes.

Passed and adopted by the City Council this 23<sup>rd</sup> day of February, 2021.

ATTEST:

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

\_\_\_\_\_  
Mayor

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





<b>A. Applicant Information</b>		
1. Name (First & Last): <b>Jessie Dehn</b>	2. Phone Number: <b>(507) 537-6773</b>	
3. E-mail: <b>Jessie.Dehn@ci.marshall.mn.us</b>	4. Agency Type: <b>State Aid City</b>	
5. Agency Name: <b>City of Marshall, MN</b>		
6. Street Address: <b>344 W. Main Street</b>		
7. City: <b>Marshall</b>	8. State: <b>MN</b>	9. Zip Code: <b>56258</b>
10. Sponsoring County and County Engineer name <b>(required if applicant is small city or township)</b>		

<b>B. Project Location</b>	
1. MnDOT District: <b>D8</b>	2. County: <b>Lyon</b>
3. City: <b>Marshall</b>	4. Township: <b>Lake Marshall Twp</b>
5. Name of Road: <b>Channel Parkway</b>	6. Type of Road: <b>Municipal State Aid Street</b>
7. Road Authority Type <i>(which agency owns and has jurisdiction of the road)</i> : <b>State Aid City</b>	
8. Project Termini: <b>From MN Highway 19</b>	9. <b>To: US Highway 59</b>

<b>C. Project Description</b>
1. Type of Project. <b>Rehabilitation</b>
2. Select the LRIP Account requested for funding. <b>Routes of Regional Significance</b>
3. Provide a summary of the proposed project and the transportation deficiencies that will be eliminated, including a description of operational and general safety benefits of the project. Projects seeking funding from the Rural Road Safety Account will need to provide a more detailed description of safety issues and benefits under Section D3. <p>The proposed project will include replacement of the existing bituminous pavement surface with a concrete pavement surface. Currently, the pavement surface is exhibiting stresses indicative of excessive loading. There is longitudinal fatigue cracking within the wheel paths of the roadway. The City of Marshall recently completed some repairs of severe rutting (3-4") at the intersection of Channel Parkway and MN Highway 68. This project intends to correct any deficiencies in the pavement section and provide a lasting pavement that will accommodate the types of loading that this street has encountered over the past several years.</p>

**D. LRIP Account Considerations and Eligibility**

*D1. Trunk Highway Corridor Account Considerations and Eligibility*

1. Describe the state trunk highway project and how the local road(s) will be impacted by the trunk highway project. Funds from this account are for local road improvements impacted by trunk highway projects where local agencies have cost responsibility. It is not intended to be used for improvements or projects on the trunk highway or within the trunk highway corridor right of way that require local cost sharing per MnDOT's Cost Participation Policy.

*D2. Routes of Regional Significance Account Considerations and Eligibility*

1. For Routes of Regional Significance projects, which of the following criteria does your project meet (select all that apply)?

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Farm to Market route   | <input checked="" type="checkbox"/> Part of a 10-ton route network  |
| <input type="checkbox"/> Part of an economic development plan  | <input checked="" type="checkbox"/> Connect to regional tourist destination                                 |
| <input checked="" type="checkbox"/> Provides capacity or congestion relief to a parallel trunk highway system or county road | <input checked="" type="checkbox"/> Is a connection to the regional system, trunk highway, or a county road |

2. Describe the number of persons and potential multiple local agencies that will be positively impacted by the project and how they will benefit.

There are a number of agencies, businesses and groups that would benefit from this project. This route is one of the highest traveled City streets within Marshall (3,050 AADT - 2018). A significant number of the vehicles that use this route are trucks. MnDOT receives a benefit of this project by providing an alternate route for OS/OW vehicles connecting US Highway 59 and MN Highways 68 and 19. The City of Marshall Parks Department benefits through improved access to the softball complex adjacent to Channel Parkway. The softball complex attracts several events that bring hundreds of attendees to the area each year. There are a number of industries and businesses that use Channel Parkway regularly, including US Bank that operates a large regional office on Madrid Street that employs 550 employees. These businesses and industries benefit through the project through an improved access route for their employees and trucking operations.

*D2. Routes of Regional Significance Account Considerations and Eligibility*

3. Describe the project contribution to the local, regional or state economy, and economic development or redevelopment efforts.

During fall harvest, this is a major route for farm trucks entering Marshall from the west and driving to ADM at the north end of the City. There are also a number of industries that directly access Channel Parkway or use Channel Parkway as an access route to get to the State Highway system. Waste Management, Material Distributors, Marshall Machine Shop, Northwest Pipe Fittings, Marshall Truss Systems, and soon-to-relocate Border States Electric all have trucking coming in and out of their facilities daily that use Channel Parkway as an access route. Any OS/OW vehicles that prefer not to go through Downtown Marshall also use Channel Parkway as an alternate route to connect US Highway 59 and MN Highways 68 and 19. The project would improve access to the large regional US Bank office that employs hundreds of employees also. Finally, the Parks Department maintains the softball complex that receives several events with hundreds of attendees over the course of the year. An improved access route may make the area more attractive for additional events in the future. If Channel Parkway becomes an improved access route that can accommodate large trucks and higher volumes of vehicles, prime development land along London Road and future MSAS 134 that will run adjacent to the west side of the Diversion Channel. This includes the potential for airport facilities that have been previously identified west of Madrid Circle, immediately adjacent to Channel Parkway.

*D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)*

1. Is this project on a County State Aid Highway? - please select -

2. Is this project or components of this project identified in a County Road Safety Plan? - please select -

3. Identify the appropriate focus area that your project/safety strategy aligns with in the [Minnesota Strategic Highway Safety Plan](#). - please select -

*D3. Rural Road Safety Account Considerations and Eligibility (Only County State Aid Highways are eligible)*

4. Identify the type of crash or safety hazard this project is trying to address. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

5. Describe how this project improves safety, reduce traffic crashes, fatalities, injuries, and property damages. Respond even if project is in a county safety plan or the Minnesota Strategic Highway Safety Plan.

<b>E. Project Readiness and Ability to Maintain</b>
1. Estimated Construction Year: 2023
2. Are there railroad impacts (RR xing or RR tracks within 600' of the project)? Yes, will obtain RR permits/agreements There is a railroad crossing on MN Highway 19, approximately 150 feet east of the intersection with Channel Parkway.
3. What is the status of the engineering and design work on the project? Design in progress Project scoping and preliminary engineering has been completed. Design plans are planned for completion in 2021.
4. Has this project been selected for federal funding, and if so what year in the STIP? No
5. Is right of way acquisition required? If so, describe the status of these efforts. No ROW
6. Describe the local agency's ability to adequately provide for the safe operation and maintenance of the facility upon completion. Currently, the City owns, operates and maintains Channel Parkway as appropriately as possible. This includes the recent work completed at the intersection of MN Highway 68 to repair severe rutting on Channel Parkway.

<b>F. Multimodal/Complete Streets</b>
Identify infrastructure improvements for non-motorized and/or transit users on this project. The Camden Regional Bike Trail is a multi-purpose recreational trail extending from Southwest Minnesota State University (SMSU) through the City of Marshall, and connecting area residents to Camden State Park. The trail follows adjacent to Channel Parkway. While most of the trail is paved bituminous surface, the trail adjacent to Channel Parkway is a concrete surface. Repairs to poor condition or damaged sections of trail would be included in the design of the project. Any identified ADA improvements to the trail along this stretch would also be included. The Public Works Department would coordinate with the Parks Department to identify potential locations for bicycling amenities including a bike rack and/or a repair station.

### G. Estimated Project Cost

#### Source of Funding

1. LRIP Request: 1250000
2. Federal Funds:
3. State Aid Funds: 1183522.82
4. Local/Other Funds:
5. MnDOT Trunk Highway Funds:
6. Total Project Cost: 2433522.82

### H. Attachments

- At least one project location map with routes and project termini labeled
- Engineer's Estimate with an itemized breakdown
- Project schedule
- Local agency resolution
- Resolution of support from sponsoring county agreeing to be sponsor and agreeing to perform sponsor tasks as identified above in section "Project Selection" (required for applications by townships and cities under 5,000 population)
- Other letters of concurrence or support

When you are ready to submit the application, save the application form with LRIP, agency and road in the name of the document; e.g. LRIP\_RamseyCounty\_CSAH30.pdf.

The application and attachments are due by 4:00 p.m. on **March 3, 2021**. Applications and attachments should be submitted electronically to [saltirhelp.dot@state.mn.us](mailto:saltirhelp.dot@state.mn.us). Please limit the file size transmitted via email to no more than 10 MB. State Aid will send a reply acknowledging receipt of the application. If you haven't received a reply from State Aid within a few days of submittal, send an email to [saltirhelp.dot@state.mn.us](mailto:saltirhelp.dot@state.mn.us) to inquire about the status of the application.

More information is available at:

- LRIP website at: <http://www.dot.state.mn.us/stateaid/lrip.html>.
- PowerPoint on LRIP at: <http://www.dot.state.mn.us/stateaid/training/lrip.pptx>

If you have questions regarding this solicitation, contact Marc Briese at 651-366-3802 or [marc.briese@state.mn.us](mailto:marc.briese@state.mn.us).

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Master Services Agreement with Landrum & Brown, Inc. for the Airport.
<b>Background Information:</b>	<p>In recent months there has been some interest from a local businessman to construct an airport hangar in Airpark East. Sharon Hanson, City Administrator, has been in frequent conversation with both the developer and City staff regarding this hangar opportunity. As we review and begin the process of entertaining these types of opportunities, it is important to establish a set of minimum standards and criteria to be met at our airport to help City staff facilitate these types of developments. City staff are recommending we contract with Landrum &amp; Brown, Inc. (L&amp;B) who would provide professional consultation services to the City regarding development of airport minimum standards and review of current City lease agreements with the intent of aiding the City with the establishment of future leasing arrangements. City staff would like to establish some simple and understandable policies and procedures regarding airport development to help us better interact with interested parties. This is especially important as we look to increase the marketing and visibility of Airpark East through our Economic Development Authority (EDA).</p> <p>At their special meeting on February 16, 2021, motion by Halgerson, second by Larson to recommend the City Council approve a contract with L&amp;B for the development of airport minimum standards and creation of a standard leasing policy. All voted in favor.</p>
<b>Fiscal Impact:</b>	The agreement with L&B is hourly, not to exceed \$10,000.
<b>Recommendation:</b>	that the Council, per Airport Commission recommendation, authorize entering into a Master Services Agreement with Landrum & Brown, Inc. for the development of airport minimum standards and creation of a standard leasing policy.



## **MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT BETWEEN CONSULTANT AND CLIENT (hereinafter referred to as the "Agreement") is entered into by and between Landrum & Brown ("Consultant") having a place of business at 14665 Galaxy Ave Suite 130, Apple Valley, Minnesota 55124 and the City of Marshall ("Client") having a place of business at 344 W. Main Street, Marshall, Minnesota 56258 and has an Effective Date based upon the full execution of this Agreement. Consultant and Client are each individually referred to as a "Party" and collectively as the "Parties".

**In consideration of the mutual promises or covenants contained in this Agreement, the Parties agree as follows:**

- A. **Services:** This Agreement establishes the terms and conditions under which Consultant agrees to provide services to Client on specific projects related to Southwest Minnesota Regional Airport (hereinafter referred to as the "Project").

For each project, Client and Consultant will enter into a mutually agreed upon Task Order, executed by both parties, which will be appended hereto (each a "Task Order") as Exhibit A in numerical order based on the date of commencement of the services of that Task Order. Each Task Order will describe the services to be performed ("Services"), pricing, commencement date of the project and estimated performance period all of which shall be negotiated independently for each Task Order. The results and proceeds performed under this agreement will be summarized as Deliverables (the "Deliverables"). In the event of a conflict in terms between this Agreement and any Task Order, the Agreement shall control.

- B. **Term, Termination and Survival:** Unless otherwise terminated as herein provided, the term of this Agreement shall commence on the Effective Date and shall continue for a one (1) year period. In the event this Agreement is not terminated thirty (30) days prior to the end of the initial one (1) year term (or a successive one-year term) pursuant to the terms hereof, this Agreement shall automatically renew and extend for an additional successive one (1) year term unless otherwise terminated as herein provided. Notwithstanding the foregoing, the Services shall be performed within the term specified in the relevant Task Order. Any terms of this Agreement which by their nature extend beyond termination of this Agreement shall survive and bind the parties and their successors and assigns.

- C. This Agreement is subject to the Terms and Conditions contained below, and the provisions of the exhibits attached hereto and made a part hereof:

**Exhibit A:** *Task Orders (Sample included); all future executed Task Order shall be appended in sequential numerical order.*





## TERMS AND CONDITIONS

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Assignment**. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Neither Client nor Consultant shall assign claims arising from the Agreement without the prior written consent of the other.
2. **Non-Waiver**. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
3. **Unenforceable Terms; Effect**. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on both the Client and Consultant.
4. **Confidentiality**. Both parties shall adhere to the obligations and requirements of the state's open records as may be applicable and the confidentiality provisions set forth hereafter are subject to those requirements. Consultant agrees to regard and preserve as confidential all information related to the business and activities of Client that may be obtained by Consultant as a result of performing Services under this Agreement. Client agrees to regard and preserve as confidential all information related to the business and activities of Consultant that may be obtained by Client as a result of this Agreement and the performance of Services contemplated hereby, including, without limitation, all information regarding pricing of Services. Both parties agree to hold such information in trust and confidence for the other party and not to disclose such information to any person, firm, or enterprise, or use any such information to its own benefit, or to the benefit of any third party, unless authorized in writing by the party in interest. Information shall not be considered confidential to the extent that such information is: (i) already known free of any restriction at the time it is obtained; (ii) subsequently learned from an independent third party free of any restriction; or (iii) generally available to the public.
5. **Intellectual Property**. In the course of performance under this Agreement, Consultant may use products, materials, tools, and methodologies that are proprietary to Consultant or to third parties (collectively, "Proprietary Items"). Client will not have or obtain any rights in such Proprietary Items other than (i) to use them as authorized by Consultant in writing from time to time solely for purposes of performing its responsibilities under this Agreement. If Proprietary Items are made available to the Client, they will be made available "AS IS" and without express or implied warranties of any kind. Nothing in this Agreement will preclude Consultant from marketing, developing, or using for itself or others, services or products that are the same as or similar to those provided to Client by Consultant pursuant to this Agreement. Furthermore, Consultant will continue to be free to use its general knowledge, skills, and experience and any ideas, concepts, know-how, and techniques related to the scope of this Agreement and used in the course of performing its obligations hereunder.
6. **Limited License**. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents (hereafter "work product") prepared by Consultant which are not final and/or not signed by Consultant. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the Project described on page 1 of this Agreement and/or project specified in appended Task Order and such use is subject to the terms and conditions of this Agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by Consultant.



7. **Scope of Services:** Client acknowledges that Consultant will be providing services specified in individual Task Orders. The Parties acknowledge and agree that work items not expressly listed in a Task Order are excluded from Consultant's Services. These "Excluded Services" include, without intent to limit, construction, engineering, design related skill or service, legal advice, as well as any other item not expressly listed in an executed Task Order
8. **Not a Municipal Advisor.** Consultant is not registered with the U.S. Securities & Exchange Commission as a municipal advisor, is not acting as a municipal advisor, and does not assume any fiduciary duties or provide advisory services as described in Section 15B of the Securities Exchange Act of 1934 or otherwise. Consultant does not make recommendations or advice regarding any action to be taken by our clients with respect to any prospective, new, or existing municipal financial products or issuance of municipal securities including with respect to the structure, timing, terms or other similar matters concerning municipal financial products or the issuance of municipal securities.
9. **Payment Terms.** Client agrees to pay Consultant for Services rendered under any Task Order pursuant to the pricing information contained in such Task Order. In addition to Consultant's fees for Services, Client agrees to reimburse Consultant for all actual expenses incurred in the course of providing Services to Client including, but not limited to, travel and ordinary business expenses. Travel expenses will be reimbursed separately at cost and without markup. On hourly assignments, fees for travel time will be billed at one-half of the hourly rate. On hourly assignments, fees charged during travel assignments will have a minimum fee of one-half day at the hourly rate. Consultant will bill Client on a monthly basis unless agreed otherwise in a Task Order. Client shall make payment to Consultant within thirty (30) days of the date of Consultant's invoice. It is agreed that late payments by Contra will be subject to an interest charge of one (1) percent per month. Payment shall be made to the address set forth in such invoice.
10. **Revisions Required by Authority Having Jurisdiction.** If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this Agreement, any additional services thereby required shall be paid for by Client as extra services in accordance with paragraph 20.
11. **Additional Services (aka Variations).** Client agrees that if Client requests services not specified in the scope of services for a Task Order, Client will authorize and execute an amended or new Task Order for all such additional services requested. Amended Task Orders shall have the original number and obligation but will be distinguished by a decimal (i.e. Task Order 1.1) and all changes or additions specified. Any new or Amended Task Order must be executed by both parties prior to commencement of the additional services. The Consultant is not obligated to perform additional services without an executed Task Order specific to the change.
12. **Delays.** Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, force majeure accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or instruments of service promptly, faulty performance by Client or other third parties. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement.
13. **Indemnification.** The parties shall indemnify, defend and hold harmless one another from and against any and all suits, proceedings at law or in equity, claims, liabilities, costs, payments, and expenses (including reasonable attorney fees) asserted against or incurred by such indemnitee, arising out of or in connection with any claim by any party with respect to the indemnifying party's negligence in the performance of this Agreement; provided, however, the indemnifying party shall have no obligation to indemnify, defend or hold harmless the indemnitee for the indemnitee's willful misconduct or gross negligence in the performance of this Agreement.



- 14. **Limitation of Liability.** Client agrees to limit the liability of Consultant, its principals, employees and subconsultants, to Client for actual damages to an amount equal to the amounts paid by Client to Consultant under the relevant Task Order under which the claim or claims arose. This limitation will apply regardless of the form of action, whether in contract or in tort, including negligence. In no event will either party be liable for any lost revenues, lost profits, incidental damages, consequential damages, or other economic damages, even if advised of the possibility of such damages. In addition, except to the extent a specific obligation of indemnification is provided under this Agreement, neither party will be liable for any damages claimed by the other based on any third-party claims.
- 15. **Disclaimer of Individual Professional Liability.** To the fullest extent permitted by applicable law, Consultant’s individual professional employees and officers shall not be liable for negligence, and any claims arising in relation to the Services provided under this Agreement shall be brought against Consultant and not its individual professional employees.
- 16. **Contractors.** Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, a construction contractor and its subcontractors.
- 17. **No Warranty.** Consultant makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
- 18. **Venue.** Client agrees that in the event Consultant institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant’s principal place of business is located, or where the Project is located, and Client waives the right to bring, try or remove such litigation to any other state, county, territory or judicial district.
- 19. **Notice.** All notices which are required or may be given pursuant to this Agreement must be in writing and sent to the individual listed below or his successor at the address above first written. Notices shall be delivered by a recognized courier service such as Federal Express, USPS or UPS, with package tracing capability.
- 20. **Mediation.** Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation, unless the parties mutually agree otherwise.
- 21. **Integration and Merger.** This Agreement contains the entire and integrated agreement between Client and Consultant relating to the Project and the provision of services for the project. Any prior agreements, promises, proposals, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

**WHEREAS, the parties hereto entered into this Agreement as of the Effective Date.**

**Landrum & Brown, Inc.**

**City of Marshall**

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

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

Name: Dan Benson

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

Title: EVP

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

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

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



# EXHIBIT "A"

## TASK ORDER

This Task Order No. 1 between Landrum & Brown, Inc. ("Consultant") and the City of Marshall ("Client") is governed by the Professional Services Agreement ("MSA") in effect between the parties and, upon execution of this Task Order by both parties, is incorporated therein pursuant to MSA Section A "Services". All terms and conditions of the MSA shall apply to this Task Order unless clearly stated to the contrary herein.

<b><u>CONTACT INFORMATION</u></b>	
L&B (CONSULTANT)	John DeCoster, AVP
CLIENT	Sharon Hanson, City Administrator

<b><u>TITLE</u></b>	<b><u>DESCRIPTION</u></b>
SERVICES TO BE PERFORMED:	L&B to provide the following services: As outlined in the letter dated January 26, 2021 (attached) Coordinate with appropriate City staff as determined by each subject area identified by the City to pursue.  <b><u>Deliverables:</u></b> Completed documents for the selected assignments.
PRICING:	Fee: Time and materials at \$250 per hour up to a not to exceed amount of \$10,000.  Expenses: Travel-related (e.g. mileage at the IRS stated rate hotel, meals, etc.) will be reimbursed separately.
COMMENCEMENT DATE:	February 1, 2021
DURATION:	Month to Month

The parties hereto accepted and approved this Task Order as of the latest date written below and this Task Order may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Any signature delivered by facsimile shall be treated for all purposes as an original.

**Landrum & Brown, Inc.**

**City of Marshall**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



14665 Galaxie Ave, Suite 130  
Apple Valley, MN 55124  
USA  
T (763) 234-1725  
jdecoster@landrum-  
brown.com

January 26, 2021

Ms. Sharon Hanson  
City Administrator  
City of Marshall  
344 W. Main Street  
Marshall, MN 56258

Dear Sharon,

Thank you for reaching out to me to discuss this opportunity at the Southwest Minnesota Regional Airport. I have had a chance to review our discussion and the kick-off call we had on January 21<sup>st</sup>. To provide a framework for the internal call, attached is a draft term sheet that outlines positions on the key economic points. These are the points that lead the discussion and I recommend we focus on these with the client first rather than send the full lease and spend a lot of time and money getting into details if we can't agree on the most important issues.

There is a bigger issue that I feel I need to raise based on our initial conversations and a conversation I had with TKDA. It is my understanding that Minimum Standards do not exist for the airport. Minimum Standards are the operational and enforcement guidelines that define what tenants and operators can and cannot do. They define the services that need to be provided to become an FBO and to sell fuel to the public, what the rights are for specialized aeronautical service providers (SASOs) who operate business at the airport, and what rights and regulations other airport tenants are expected to follow. Absent these, decisions on individual development and operations are done on a case by case basis and are subject to challenge through an FAA complaint process when one tenants feel they not being treated equitably with other similarly situated tenants. Causes for such claims can be land rent rates, term of leases, reversion rights, rights to sell services, how land rent is applied, what is allowed to be done in their premises, and many more items that tend to occur when there is not a set policy. Unlike commercial operations, airports are under the scrutiny of the FAA as an additional level of oversight in addition to the oversight the City provides. Minimum Standards also serve as the backbone for defining and enforcing the City's interests.

For example, prior to pursuing the recent developments that were successfully completed in Park Rapids, the City Administrator wanted to put Minimum Standards in place, adopt standard lease forms for the various types of leases, develop a leasing policy that was used to determine the appropriate category of rates for each type of tenant, and adopt a schedule of lease rates for the various types of leases that would be adopted by the City Council. These documents and policies were used consistently in developing the agreements and have effectively served as the basis for each discussion without controversy.

From what I understand, historically, leases in Marshall have been negotiated based on the specifics of each situation and there has not been an adopted policy or rental structure guiding those discussions. Nor have there been Minimum Standards adopted that provided the framework for defining and supporting the various types of tenants. With your vision of trying to develop the airport to be an economic engine for Marshall, it would be good to have an adopted basis with regard to Minimum Standards, standard lease forms, a leasing policy that covers the various categories of tenants/users on the airport, and an adopted rent schedule to provide the framework for those future discussions.

For the immediate task at hand, I need to get an agreement in place to cover my time for this transaction. I propose a discounted billing rate of \$250/hr. If you would be interested in the more comprehensive approach, I could develop a



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jdecoster@landrum-  
brown.com

scope and flat fee for that assignment. If you choose to go that direction after the fact, I would credit the time spent on Chet's lease to that task.

Historically, general aviation airports have not paid attention to the business side of the equation which has resulted in the tenants pretty much determining what happens at the airport. As you discuss moving forward and developing the airport for local economic growth and use that development to generate revenue to fund the cost of the operation of the airport and the local share for capital projects, a more business-like approach similar to the tasks I have outlined is becoming more commonplace. While I appreciate the opportunity to address this current opportunity, I think the City should consider a more comprehensive approach to avoid future issues and have an orchestrated plan to move airport development forward.

Please let me know if you have any questions or would like to discuss.

Sincerely,

A handwritten signature in black ink that reads "John DeCoster".

John DeCoster

Associate Vice President

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Consider a Resolution Opposing the California Emissions Act.
<b>Background Information:</b>	<p>The Marshall EDA has approved a Resolution Opposing Minnesota Adopting California’s Clean-Car Initiative.</p> <p>In late September, Governor Walz announced that he would seek to impose California’s mandates for zero emission vehicles and low emission vehicles on Minnesota. The purpose behind the mandates is to clean up the air, which Minnesota has not had a problem for the last 20 years. This rule will flood the car dealerships with electric cars for which there is only a small current market. Governor Walz and MPCA are attempting to bypass the normal legislation route, using a rule making process in order to implement the regulations. They are currently holding hearings on February 22 and 23, 2021 with written comments are being taken until March 15.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve the Resolution opposing the California Emissions Act.

Resolution Number 21-018  
RESOLUTION OPPPOSING STATE OF MINNESOTA  
ADOPTING CALIFORNIA'S CLEAN-CAR INITIATIVE

WHEREAS, the Minnesota Governor's Administration and Minnesota Pollution Control Agency (MPCA) are considering the adoption of a rulemaking process that would bind the State of Minnesota to California's motor vehicle emission regulations; and,

WHEREAS, the Economic Development Authority in and for the City of Marshall received information from the Minnesota Auto Dealers Association regarding the proposal that the State of Minnesota and MPCA are proposing to proceed with a rule making process to adopt California's motor vehicle emission regulations, and at that informational meeting, the Economic Development Authority was advised that the following information is relevant to the automobile industry in the State of Minnesota:

1. That Minnesota has 338 automotive dealerships that sell new vehicles and that those businesses create 45,000 jobs and in 2019 those dealerships generated sales of \$15.9 billion, had a payroll of \$1.2 billion and paid \$1.0 billion in state sales tax and,
2. That Marshall, Minnesota has 2 automotive dealerships that sell new vehicles which equates to nearly 148 jobs and in 2020 these dealerships generated sales of \$116.6 million, and had a payroll of \$8.6 million and,
3. That last year the pandemic in 2020 resulted in an approximate 20% drop in vehicle sales and affected jobs in the automobile market and,
4. That on a national average, approximately 5% of vehicles purchased in a state are registered to customers from outside that state and in Minnesota that number of vehicles purchased in Minnesota, but registered outside the State of Minnesota is approximately 10% of total sales and that some dealerships dependent on customers from neighboring states for a significant portion of their sales and,
5. It has been estimated the price of all vehicles will increase by a minimum of \$1,139 with the adoption of the California emissions standards, and that the price increase would negatively affect sales that Minnesota automotive dealers make to customers from surrounding states and,
6. That cross-border sales and the inability to locate certified dealers and mechanics will be a hardship on dealers and consumers and would adversely affect communities in greater Minnesota; and

WHEREAS, the proposed California emission standards and regulations would go into effect for Minnesota in 2024 and the MPCA is proposing early adoption credits for electric vehicles to encourage investing early in the necessary infrastructure and these costs would fall on Minnesota dealerships, who must buy the cars and bear the brunt of the financial risk; and



WHEREAS, President Biden has announced his intention to address climate change and his administration plans to reinstate and advance more stringent fuel economy standards; and

WHEREAS, if the federal government plans to restore the stringent vehicle emission standards the MPCA has historically relied on, the Minnesota Auto Dealers Association has advocated opposition to Minnesota moving forward with a plan to follow the California regulations and standards, instead of waiting for the Biden Administration to reinstate the previous standards; and

WHEREAS, the MPCA rules would go into effect in 2024 and in the following year California will institute updated rules for models beginning in 2026 and begin to phase out of the sale of gas-powered motor vehicles by 2035; and

WHEREAS, Minnesota’s auto dealers are requesting the Walz Administration drop this rule making plan and work with our legislators and stakeholders for homegrown solutions to address climate change and advance cleaner vehicles; and

WHEREAS, the Minnesota Auto Dealers Association and the Marshall Economic Development Authority believe that the rule making process is an inappropriate process to address the automotive emissions issues and further believes that legislative action, discussion, and vigorous debate on this matter is a more legitimate process to follow for the adoption of appropriate rules and regulations for automotive emissions and;

WHEREAS, the Economic Development Authority in and for the City of Marshall has recommended that the City of Marshall adopt a resolution opposing the adoption of the California Clean Car Initiative.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Marshall, Minnesota to oppose the rule making processes to adopt California's Clean-Car Initiative, as currently proposed by the Walz Administration and the MPCA.

The above and foregoing resolution was offered at a regular meeting of the City Council held on February 23, 2021 by Council Member \_\_\_\_\_ who moved its adoption, was seconded by Council Member \_\_\_\_\_ and was adopted by the following vote:

AYES:

NAYS:

Whereupon the above resolution was duly adopted.

ATTEST:

ADOPTED:

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

\_\_\_\_\_  
Mayor



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, February 23, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.
<b>Background Information:</b>	The City of Marshall has various openings on the Boards, Commission, Bureaus and Authorities.  The application received is for the Community Services Advisory Board.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	approval of appointments to the various boards, commissions, bureaus and authorities.

## City of Marshall Boards and Commissions

<b>Adult Community Center Commission</b>	Incumbent	New Applicants
<b>3 openings</b> (1) unexpired term to expire 5/31/22 (2) unexpired terms to expire 5/31/23		

<b>Airport Commission</b>	Incumbent	New Applicants
<b>1 opening</b> (1) unexpired term to expire 5/31/22		

<b>Cable Commission</b>	Incumbent	New Applicants
<b>3 openings</b> (2) unexpired terms to expire 5/31/22 (1) unexpired terms to expire 5/31/23 (1) expired term to expire 5/31/21		

<b>Community Services Advisory Board</b>	Incumbent	New Applicants
<b>2 openings</b> (2) unexpired term to expire 2/28/24	Melissa Doherty	

<b>Charter Commission</b>	Incumbent	New Applicants
<b>2 openings</b> (2) expired term to expire 12/31/22		

<b>MERIT Center Commission</b>	Incumbent	New Applicants
<b>1 opening</b> (1) unexpired term to expire 12/31/22		

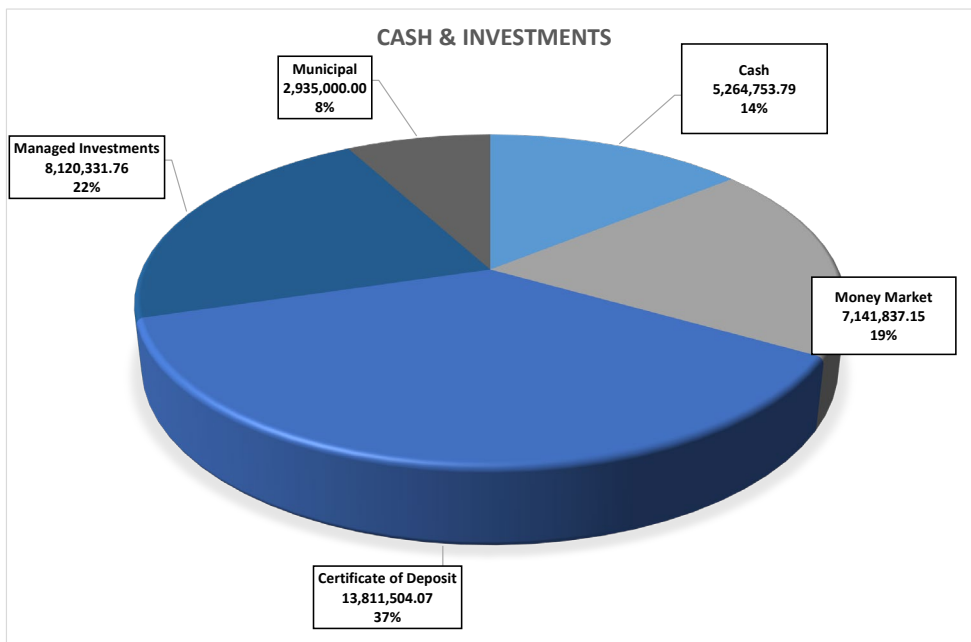
<b>Planning Commission</b>	Incumbent	New Applicants
<b>1 opening</b> (1) unexpired term to expire 5/31/23		James Muchlinski

<b>Police Advisory Board</b>	Incumbent	New Applicants
<b>1 opening</b> (1) unexpired term to expire 5/31/22 (1) unexpired term to expire 5/31/23		

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

**City of Marshall, Minnesota**  
**Cash & Investments**  
1/31/2021

	<u>Par</u>	<u>Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	5,264,753.79	0.00%
Money Market - Bremer	2,511,777.93	0.02%
Money Market - Bank of the West	3,378,821.11	0.25%
Money Market - US Bank	978,548.78	0.04%
Money Market - Wells Fargo	272,689.33	0.03%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
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Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (12/2/2020) 3 months	5,000,000.00	0.20%
Certificate of Deposit (3/2/2021) 6 months	3,000,000.00	0.45%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (9/12/2022) 3 Years	245,000.00	1.80%
Certificate of Deposit (3/14/2022) 2 Years 6 months	245,000.00	1.70%
Certificate of Deposit (9/20/2021) 2 Years	245,000.00	1.70%
Certificate of Deposit (9/13/2021) 2 Years	245,000.00	1.80%
Certificate of Deposit (3/18/2021) 18 Months	245,000.00	1.75%
Investment Portfolio - General Fund	2,751,685.49	
Investment Portfolio - Wastewater Capital Reserve	3,285,495.77	
Investment Portfolio - Endowment Fund	2,083,150.50	
Municipal	245,000.00	
Municipal	330,000.00	0.14%
Municipal	325,000.00	0.24%
Municipal	110,000.00	0.45%
Municipal	140,000.00	0.24%
Municipal	275,000.00	0.20%
Municipal	545,000.00	0.18%
Municipal	100,000.00	0.13%
Municipal	100,000.00	0.15%
Municipal	115,000.00	0.14%
Municipal	250,000.00	0.10%
Municipal	100,000.00	0.10%
Municipal	100,000.00	0.12%
Municipal	200,000.00	0.15%
<b>TOTAL CASH &amp; INVESTMENTS</b>	<u><u>37,273,426.77</u></u>	





Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 02/08/2021 - 02/11/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
4549	A & B BUSINESS, INC	02/10/2021	EFT	0.00	435.06	6090
4570	AMAZON	02/09/2021	Regular	0.00	2,226.94	118286
0658	AP DESIGN	02/10/2021	EFT	0.00	21.40	6091
0707	BISBEE PLUMBING AND HEATING INC	02/09/2021	Regular	0.00	915.68	118290
6539	BREMER BANK CC	02/09/2021	Regular	0.00	1,445.49	118291
5351	CENGAGE LEARNING	02/09/2021	Regular	0.00	38.92	118292
0875	COMPUTER MAN INC	02/10/2021	EFT	0.00	1,361.00	6092
3819	DACOTA PAPER CO	02/09/2021	Regular	0.00	199.30	118293
4573	DEMCO	02/09/2021	Regular	0.00	1,480.49	118294
6127	GRANDVIEW VALLEY WINERY, INC	02/09/2021	Regular	0.00	1,200.00	118295
1271	HENLE PRINTING COMPANY	02/10/2021	EFT	0.00	83.51	6093
4552	INGRAM LIBRARY SERVICES	02/09/2021	Regular	0.00	2,735.05	118296
6235	KLAITH, BROCK	02/10/2021	EFT	0.00	175.00	6094
1623	MARSHALL INDEPENDENT, INC	02/09/2021	Regular	0.00	325.32	118298
1633	MARSHALL MUNICIPAL UTILITIES	02/10/2021	EFT	0.00	2,751.41	6095
5891	ONE OFFICE SOLUTION	02/10/2021	EFT	0.00	38.51	6096
4112	RDO EQUIPMENT CO.	02/09/2021	Regular	0.00	467.00	118299
6286	SCHWEGMAN'S CLEANERS, LLP	02/09/2021	Regular	0.00	66.34	118300
2318	SOUTHWEST SANITATION INC.	02/10/2021	EFT	0.00	83.42	6097
5733	VAST BROADBAND	02/09/2021	Regular	0.00	650.53	118301
4489	VERIZON WIRELESS	02/10/2021	EFT	0.00	59.55	6098
4740	WELLS FARGO-LIBRARY	02/09/2021	Regular	0.00	96.01	118302
6511	ZOOBEAN, INC	02/09/2021	Regular	0.00	949.00	118303

**Bank Code AP Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	48	14	0.00	12,796.07
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	11	9	0.00	5,008.86
	<b>59</b>	<b>23</b>	<b>0.00</b>	<b>17,804.93</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	48	14	0.00	12,796.07
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	11	9	0.00	5,008.86
	<b>59</b>	<b>23</b>	<b>0.00</b>	<b>17,804.93</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	2/2021	17,804.93
			<b>17,804.93</b>

# Visit Marshall Board Meeting

DATE: February 17<sup>th</sup>, 2021 | LOCATION: ZOOM (details below) | TIME: 9:00 a.m.

**Members Present:** Keith Petermeier, Luke Tietz, Kelly Loft, Joe Rein, Carol Purrington, Keith Petermeier, Ty Brouwer, Caitlyn, Steve Klinkhammer, Sarah Marczak

**Members Absent:** Russ Labat

**Staff Present:** Cassi Wiess, Adri DeBoer

*Call to order February 17th, 2021 at 9:03*

## 1. Approvals

- Additions to Agenda
- Conflict of Interest
- January Meeting minutes

## 2. Financials

- Review and acceptance of January Financials
  - Renewal from Hunt SW will come in February.
  - Sponsored Snowman Building Contest
  - Holiday Guide – Split with MDBA
  - Prepaid for Minnesota Trails Magazine – Summer & Fall
  - AP Design – Remaining Balance due to adding grommets.

*Ty motioned to approve January Minutes; Steve seconded.*

*Steve motioned and second by Keith to approve January financials.*

## 3. Action Items

- Community Tourism Support Program
  - Marshall Baseball
    - They really want to expand their tournaments but due to COVID-19 they are not this year.
    - They bring many hotels and bring visitor guides to the concession stands.

Cassi stated it looks like they are qualified for pilar four.

*Ty motioned to approve, seconded by Luke. (All in favor – no opposed)*

Luke was asking if we should consider doing signage out to stay for the summer.

Cassi stated in the past we have only had the need for 2 banners.

Discussion of having a sign that states “CVB is a proud local sponsor of this event – Apply for a grant.”

- DST Precision Match – Aaric Geihl
  - Ty explained that Aaric is doing an NRL-22. They opened to 60 shooters and it filled within 1 day. They are now looking at 80 shooters and it will for sure be a full day possible 2 days with 100 people from all over the nation as this is a National shoot.
  - This is planning on being an annual event.
  - Located at Redwood River Sportsman’s Club

Cassi stated it looks like they would qualify for pilar 2.

*Carol motioned to approve pilar 2 for \$500.00, Sarah seconded. (All in favor – no opposed).*

- IRA set up – Todd Bock
  - In the past our IRA’s have been with the chamber – but that is not technically ok.

Luke stated that we should be able to get it over to Hoffman & Brobst but will table until next meeting to collect more information.



#### 4. Director Update

- Intern – Started last week. Will be working on social media.
- MN Wild Ad; Mistake = Free ad in the MN Twins Publication
- Outreach for the Community Tourism Support – Sent to just about every sport until summer. Not a ton of events going on.
- Ice Dogs staying through March.

#### 5. Board Update

Weddings are starting to be booked – Steve said

Sarah at Bello said that the past couple weekends have been good. Bridal Extravaganza is this weekend with 250 allowed.

Gold Rush has been moved to June 5<sup>th</sup>, event is normally about 350 attending – Kelly

Regional Tournament for Marshall A's in August 6,7,8 & 13,14,15 - Kelly

#### 6. Next Meeting Date

- Wednesday March 17<sup>th</sup>, 2021

#### 7. Adjourn

*Adjourn at 9:38pm*



MARSHALL

**BUILDING PERMIT LIST**  
**February 23, 2021**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Today's Fireplace	303 LONDON RD	INTERIOR REMODEL	6,500.00
Today's Fireplace	610 CADILLAC RD	OTHER	6,400.00
TUTT CONSTRUCTION, INC.	301 ELM ST	INTERIOR REMODEL	4,800.00
TUTT CONSTRUCTION, INC.	1205 WESTWOOD DR	INTERIOR REMODEL	22,000.00
RATHJE, LADONNA MAE	102 SOUTHVIEW DR W	INTERIOR & EXTERIOR REMC	28,000.00
VANOVERBEKE, LORI LYNN	623 SOUTHVIEW DR W	INTERIOR REMODEL	1,500.00
EVERT, ROGER F & JOYCE M	1101 WASHINGTON AVE	INTERIOR REMODEL	8,500.00
AMERICAN WATERWORKS	1111 FAIRVIEW ST E	INTERIOR REMODEL	21,626.00
TUTT CONSTRUCTION, INC.	1303 WESTWOOD DR	Windows	1,700.00
DENNIS LOZINSKI CONSTRUCTION	510 CARLSON ST	EXTERIOR REMODEL	22,000.00
GESKE HOME IMPROVEMENT CO.	1002 PINE AVE	Windows	6,000.00
STOMBERG JT, LOREN & DEBRA	500 SOUTHVIEW DR E	OVERHEAD GARAGE DOOR	2,000.00
GESKE HOME IMPROVEMENT CO.	418 5TH ST N	Windows	600.00
HIREL SYSTEMS, LLC	604 ERIE RD W	INTERIOR REMODEL	6,100.00
GEIHL CONSTRUCTION, INC.	202 4TH ST N	INTERIOR REMODEL	5,000.00



MARSHALL

**PLUMBING PERMIT LIST**  
**February 23, 2021**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Coequyt Plumbing & Heating LLC	407 WHITNEY ST S	INTERIOR REMODEL	0.00
BISBEE PLUMBING & HEATING	610 ADOBE CIR	WATER HEATER	1,500.00
BISBEE PLUMBING & HEATING	1305 PINEHURST RD	WATER HEATER	1,500.00
TRIO PLUMBING & HEATING	1403 PINEHURST RD	INTERIOR REMODEL	1,500.00
TRIO PLUMBING & HEATING	301 ELM ST	INTERIOR REMODEL	1,000.00
TRIO PLUMBING & HEATING	1205 WESTWOOD DR	INTERIOR REMODEL	3,000.00



MARSHALL

**SIGN PERMIT LIST**  
**February 23, 2021**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
RHL, Inc.	1200 COLLEGE DR E	N/A	25,000.00

# 2021 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month

5:30 P.M.

Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 Erie Road

## **NOTICE: Pursuant to Minnesota State Statute 13D.021**

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

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### **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

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### **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.