



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

**Tuesday, May 25, 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

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

2. Consider approval of the minutes from previous work sessions and the regular meeting held on May 11, 2021.

**PUBLIC HEARING**

3. Sounds of Summer 2021 – 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 19-23, 2021); 2. Approval of Private Use of Public Streets and Parking Lots (August 19-23, 2021); 3. Approval of Parade (August 21, 2021).  
4. 309 Brussels Ct. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.

**CONSENT AGENDA**

5. Consider authorization to declare bicycles as surplus property for the Marshall Police Department.  
6. Consider authorization to declare vehicles as surplus property for the Marshall Police Department.  
7. Declare unclaimed evidence as surplus property.  
8. MERIT Center Lease with Minnesota West Community and Technical College.  
9. Call for a Public Hearing Regarding Proposed Property Tax Abatement at 600 Elizabeth St.  
10. Consider approval for a Transient Merchant License for KT's Fireworks.  
11. Consider approval of a Temporary On-Sale Intoxicating Liquor License for Holy Redeemer Church for August 18, 2021.  
12. Consider three LG220 Application for Exempt Permits for Holy Redeemer Church.  
13. Consider approval for out of state travel.  
14. Consider Request of Southwest Minnesota State University for Homecoming Parade (Saturday-October 9, 2021).  
15. Consider approval of the bills/project payments.

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

16. Consider a MOU between the City of Marshall and Bird Scooters.  
17. Request for a Variance Adjustment Permit by Todd and Barbara Raske at 400 West Southview Drive.  
18. Request for Conditional Use Permit / Daycare Facility by The Church of the Holy Redeemer at 501 South Whitney Street.  
19. Request for Conditional Use Permit / school in R-1 One Family Residential District.  
20. Consider signing a contract with SRF for City of Marshall 2021 Comprehensive Plan.

**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.**

- [21.](#) US Army Corps of Engineers Betterments Project Authorization.
- [22.](#) Consider Collection of 2021 On-Sale Intoxicating Liquor Fees.
- [23.](#) Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

**COUNCIL REPORTS**

- [24.](#) Commission/Board Liaison Reports
- 25. Councilmember Individual Items

**STAFF REPORTS**

- 26. City Administrator
- 27. Director of Public Works
- 28. City Attorney

**INFORMATION ONLY**

- [29.](#) Information Only
- [30.](#) City Hall Schedule Update

**MEETINGS**

- [31.](#) 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, May 25, 2021
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the minutes from previous work sessions and the regular meeting held on May 11, 2021.
<b>Background Information:</b>	<p>Enclosed are the minutes from the following meetings.</p> <p>Local Board of Appeal and Equalization, April 19, 2021</p> <p>Local Board of Appeal and Equalization Reconvene, May 4, 2021</p> <p>Work Session, MnDOT, May 11, 2021</p> <p>Regular Meeting, May 11, 2021</p> <p>Work Session, Long Term Debt. &amp; Pool Funding, May 19, 2021.</p>
<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>	<p>No. 1 - that the minutes of the Local Board of Appeal and Equalization held on April 19, 2021 be approved as filed with each member and that the reading of the same be waived</p> <p>No. 2 - that the minutes of the Local Board of Appeal and Equalization Reconvene held on May 4, 2021 be approved as filed with each member and that the reading of the same be waived</p> <p>No. 3 - that the minutes of the work session and regular meeting held on May 11, 2021 be approved as filed with each member and that the reading of the same be waived.</p> <p>No. 4 – that the minutes of the work session held of May 19, 2021 be approved and filed with each member and that the reading of the same be waived.</p>



**Minutes of the City of Marshall Local Board of Appeal and Equalization**  
**5:30 p.m. – April 19, 2021**

Local Board of Appeal and Equalization Members Present: Byrnes\*, DeCramer\*, Schafer\*, Lozinski

Local Board of Appeal and Equalization Members Present via Zoom: Labat\*

Local Board of Appeal and Equalization Members Absent: Meister, Edblom

Staff Present: David Parsons, Carolyn Runholt, Doris Huber

Other Staff Present: Sharon Hanson, City Administrator via Zoom, City Clerk Box

\*Certified trained member

The 2021 City of Marshall Local Board of Appeal and Equalization (LBAE) was called to order at 5:30 p.m. by Mayor Byrnes in the Community Room of the Marshall Lyon County Library at 201 C Street. City Clerk Box completed an individual roll call of each member attending in person or via Zoom.

Mayor Byrnes indicated due to an error in the publication of the Public Meeting Notice, no appeals would be heard.

Motion by Lozinski, seconded by Schafer to recess the meeting until May 4, 2021 at 5:30 p.m. at the Marshall Lyon County Library. All voted in favor of the motion.

The meeting was recessed at 5:40 pm until May 4, 2021, at the Community Room of the Marshall Lyon County Library at 201 C Street at 5:30 pm. At that time, the LBAE will receive and act upon all appeals.

Respectfully Submitted,



Doris Huber

**LOCAL BOARD OF APPEAL AND EQUALIZATION RECONVENE MEETING  
MAY 4, 2021**

Local Board of Appeal and Equalization Members Present: Byrnes, DeCramer, Schafer, Lozinski

Local Board of Appeal and Equalization Members Present via Zoom: Meister, Labat

Local Board of Appeal and Equalization Members Absent: Edblom

Staff Present: David Parsons, Carolyn Runholt, Doris Huber

Staff Present via zoom: Sharon Hanson and Mark Buysse.

Public Present: Mike Fox

The 2021 City of Marshall Board of Appeal and Equalization (LBAE) was reconvened at 5:30 p.m. by Byrnes at the Marshall-Lyon County Library with a verbal roll call and confirmation of Certified LBAE members. Byrnes indicated all appeals would be final or sent to the Lyon County Board of Appeal and Equalization.

Assessor Parsons gave a short presentation to the LBAE Board. He indicated all reviews must be done by May 9, 2021. Any walk-in public members will have to be sent onto the CBAE. After his presentation, there were no questions.

Byrnes outlined the purpose of the meeting, which was a reconvene of the LBAE meeting of April 19, 2021 to review the Assessor recommendations. Byrnes indicated that if the owners do not agree the recommendation of the LBAE, they may appeal at the County Board of Appeal and Equalization on June 15, 2021.

Byrnes stated there were two taxpayer changes prior to the LBAE, which required no action by the LBAE. The taxpayers had received letters and agreed with the changes. There were four taxpayers who appealed their values. They were notified by letter regarding the meeting date and time, which included a Zoom link.

The appeals are as follows:

**27-630030-0 – E & J Rentals, Inc. – 505 Darlene Drive**

Mike Fox attended the LBAE. He had no comments. Byrnes indicated there was two options on this property. The first option is the Board choosing to act upon the appeal with the property owner abstaining, and in the second option the Board would vote No Change, and the appeal could go to the CBAE in June. Schaefer questioned if the property will be improved upon in the next year and if this was a valid sale. Parsons indicated yes to both questions. Motion by DeCramer, seconded by Schafer to make no change. All voted in favor of the motion.

**27-101001-1 – Hoogland 2015 Grandchildren – 1101 College Drive East**

Assessor Parsons indicated all the information was enclosed in the packet including all emails with the owner. He did a sales comparison with eight comparable sales, including one in Marshall. He is very comfortable with his value, and the recommendation is for no change. The current value is less than the value indicated by the sales analysis and is close to their asking price. Hanson questioned if they need to go through LBAE before they could file in Tax Court. Parsons stated the last day to file had been April 30, so they can no longer file this year. Motion by Schaefer, seconded by Meister to make no change. All voted in favor of the motion.

**27-867002-0 – 1418 College Drive East**

Assessor Parsons indicated this is the most modern bank we have in Marshall. The price per square foot is higher than any other bank because of its small size. The issue is that there are very few sales. The small size is the future of banks. No sales were available, and it was hard to find data. If the property were to file in tax court, the building is new enough to use the cost approach. Motion by Schaefer, seconded by Lozinski to reduce the 2021 proposed EMV from \$566,100 to \$492,000 or a decrease of \$74,100. All voted in favor of the motion.

**27-813020-0 – Darlene Hoffman – 1004 Colombine Drive**

This property had been an estimate. An interior inspection was completed by the Assessor's staff. Motion by Lozinski, seconded by Meister to reduce the value from \$181,000 to \$146,300. All voted in favor of the motion.

There were no further appeals, motion by Schafer, seconded by Lozinski to adjourn the 2021 Local Board of Appeal and Equalization meeting at 6:10 p.m. All voted in favor of the motion.

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Mayor

Attest:

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City Assessor

**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Tuesday, May 11, 2021**

The work session of the Common Council of the City of Marshall was held May 6, 2021, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 5:30 PM P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, John DeCramer, Russ Labat and James Lozinski. Absent: Steve Meister and Don Edblom. Staff present included: Sharon Hanson, City Administrator; Annette Storm, Director of Administrative Services; Lauren Deutz, Economic Development Director and Kyle Box, City Clerk.

**Suite Liv'n TIF Discussion**

City Administrator Sharon Hanson introduced Gabe Olsen, representing Suite Liv'n and provided a brief background on the agenda item.

Gabe Olsen provided information on Suite Liv'n and their request for TIF for two new apartment complex's location in Marshall. Mr. Olsen commented that their market growth increased 20% during 2020 and estimate to be at 100% capacity by summer of 2021. Mr. Olsen continued to comment that Suite Liv'n is looking to provide a new product in a market with rental rates catering to a housing demand.

Economic Development Director, Lauren Deutz provided a brief background on a previous housing study and that there is still a need for addition housing options of all types.

Councilmember Lozinski asked and requested if a TIF option was provided to Greg Taylor, a local contractor who may also build smaller apartment complex. Staff commented that he has not been approached with a TIF option and he is currently approved for a tax abatement for said project. The tax abatement can be rescinded from that property which would have to occur before a TIF project can be issued.

Director of Administrative Services, Annette Storm asked for direction from the council on if staff should continue to collect additional information for this project and followed up that BakerTilly are also gathering information regarding the project.

There was a consensus from the council to proceed gathering information for this TIF request.

Mr. Olsen also added that there is a house located on one of the proposed project sites that he would be willing to separate with for free or \$1 as long as someone moved the house of the property.

At 6:05 PM Mayor Byrnes adjourned the meeting.

Attest:

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Mayor

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City Clerk

**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Tuesday, May 11, 2021**

The work session of the Common Council of the City of Marshall was held May 11, 2021, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 4:00 PM P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister (4:07 P.M.) , Don Edblom, John DeCramer, Russ Labat (4:05 P.M.) and James Lozinski (4:25 P.M.) . Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer and Kyle Box, City Clerk.

**College Drive/Highway 19 Reconstruction Project Update.**

Jesse Vlaminck MnDOT District 8 Project Manager introduced himself and his staff. Project Manager provided an overview of the agenda item. Mr. Vlaminck discussed the project timeline from present 2021 to end result 2025.

Nikki Farrington with SEH provided an overview of the project layout. Ms. Farrington discussed the several changes at throughout intersections in the project area that will receive changes.

There was continued discussion on cost estimates and cost sharing opportunities between MnDOT and the City of Marshall. MnDOT also provided an overview on the street scaping. Council and staff will continue to review and provide recommendations to MnDOT for street scaping options throughout the project area.

At 4:43 PM Mayor Byrnes adjourned the meeting.

Attest:

\_\_\_\_\_  
Mayor

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

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, May 11, 2021**

The regular meeting of the Common Council of the City of Marshall was held May 11, 2021, 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; Jim Marshall; Director of Public Safety; Preston Stensrud, Parks Superintendent; Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator; Amy Acquard, Administrative Assistant and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

**Staff Introduction**

City Administrator Sharon Hanson introduced Amy Acquard, Community Services Administrative Assistant. Administrator Hanson commented that Ms. Acquard will be splitting time between the Community Services Department and Administration. Ms. Acquard introduced herself and is looking forward to her time with the City of Marshall.

**Consider approval of the minutes of the regular meeting held on April 27, 2021.**

Motion made by Councilmember Meister, Seconded by Councilmember Schafer that the minutes of the regular meeting held on April 27, 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**

**1107 Slate St. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.**

On April 27, 2021 a public hearing was called for and to be held on May 11, 2021 regarding a home property tax abatement request. 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. The property is located at 1107 Slate St. with an estimated market value of \$245,400 with the difference of improvement being \$210,400. The approximate amount of assistance is \$1,247 a year or \$2,494 over a maximum period of 2 years as a Homestead.

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

Motion made by Councilmember DeCramer, Seconded by Councilmember Labat to approve Resolution Number 21-035, a resolution approving home property tax abatement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**512 Continental St. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.**

On April 27, 2021 a public hearing was called for and to be held on May 11, 2021 regarding a home property tax abatement request. 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. The property is located at 512 Continental St. with an estimated market value of \$323,900 with the difference of improvement being \$288,200. The approximate amount of assistance is \$1,753 a year or \$3,506 over a maximum period of 2 years as a Homestead.

Councilmember Lozinski asked the City Attorney to comment if this action is a conflict of interest for Mayor Byrnes as the applicant and homeowner.

City Attorney Dennis Simpson discussed the action item and that policies set by the council, such as land use, special assessments, tax abatement, condition use permits, interim use permits, apply for all to all property owners including council members. When the implementation and enforcement of a policy affect a council member personally, that councilmember has the obligation to step back and abstain from any action regarding that particular request.

Attorney Simpson added that the tax abatement policy was established on July 24, 2018 and that it is not a conflict to participate in an established program for the Mayor or any Council member as long as that member abstains when it personally affects you.

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to close the public hearing. Voting Yea: Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Mayor Byrnes. The motion **Passed. 6-0-1**

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to approve Resolution Number 21-036, a resolution approving home property tax abatement. Voting Yea: Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Mayor Byrnes. The motion **Passed. 6-0-1**

**Project Z80: T.H. 23/Independence Park Sewer Realignment Project - Consider Resolution Accepting Bid (Awarding Contract).**

This project consists of the following: Installation of storm sewer adjacent to the stormwater pond north of Runnings, adjacent to Trunk Highway 23 including a manhole and check valve. This project also includes installation of sanitary sewer adjacent to Trunk Highway 23 and along Nwakama Street.

On May 5, 2021, bids were received for the above-referenced project. Four bids were received as shown on the Resolution Accepting Bid. The apparent lowest responsible bid was from D&G Excavating, Inc. of Marshall, Minnesota, in the amount of \$189,448.50. The engineer's estimate was approximately \$188,552.

"Resolution Accepting Bid" awarding the contract to D&G Excavating, Inc. of Marshall, Minnesota, in the amount of \$189,448.50.

The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$230,748.27. This project is identified in the 2021 CIP.

Motion made by Councilmember DeCramer, Seconded by Councilmember Edblom that the Council adopt RESOLUTION NUMBER 21-037, 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 \$189,448.50 for Project Z80. 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 Labat requested that item number 13, Consider Approval of Resolution Authorizing Transfer of Funds from Fund 101 (General Fund) to Capital Project Fund, 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 for the request to close city streets from the Marshall Downtown Business Association for Crazy Days (Thursday-July 15, 2021).

Approval for Sounds of Summer - Call for Public Hearing for Private Use of Public Streets and Parking Lots for Sounds of Summer – August 19-23, 2021.

Approval of the Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 22 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0267813 to Bolton & Menk, Inc.

Approval to set Public Hearing Date for MS4 Permit Program Summary of the 2020 Activities.

Approval for an out of State Travel Request.

Approval of the Resolution Number 21-038 a resolution for the Declaration of Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.

Approval of a Temporary 3.2 Percent Malt Liquor Licenses for the Marshall Baseball Association.

Approval of a Temporary On-Sale Intoxicating Liquor License for Knights of Columbus for May 21, 2021.

Approval of a Temporary On-Sale Intoxicating Liquor License for SMSU Foundation.

Approval of a LG214 Premises Permit Application for the Marshall Amateur Hockey Association.

Approval of the bills/project payments.



**Consider Approval of Resolution Authorizing Transfer of Funds from Fund 101 (General Fund) to Capital Project Fund.**

Councilmember Labat asked a clarifying question regarding the amount being transferred from fund 101 to a capital project fund. The agreement amount states \$193,200 but the total amount being transferred is \$250,000.

Director of Administrative Services, Annette Storm commented that the request to increase the amount was requested by City Administrator Sharon Hanson.

Administrator Hanson discussed future expenses related to the aquatic center will be needed such as contracting with a private firm to conduct a community survey assessment, a scientific survey to get the public to weigh in on financing options to fund the aquatic center and to build support.

Director Storm discussed that any expenses related to the project will be coded to the corresponding capital project fund, similar to the City Hall project.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve Resolution Number 21-039, a Resolution Authorizing Transfer of Funds from Fund 101 (General Fund) to Capital Project Fund with the additional language, "WHEREAS, there may be other incidental expenses regarding the pool project; and". Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

**Adoption of Ordinance amendments related to placement shipping containers within the City and other minor miscellaneous Ordinance revisions.**

Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator provided an overview of the changes made by council at the previous meeting. There was a consensus from the Council that the changes made accurately reflect the action taken at the previous meeting.

There was no additional action taken by council regarding Ordinance Number 21-002 an Ordinance amending the placement of shipping containers within the City and other minor miscellaneous Ordinance revisions.

**Consider Joint Funding Agreement with US Geological Survey (USGS) for Redwood River Gaging Station near Marshall, Minnesota.**

In 2010, the City of Marshall was notified that the Department of Natural Resources (DNR) would be discontinuing funding of the stream gage just west of the City of Marshall.

The USGS relocated and constructed a new gage at no cost to the local entities but requires funding for 50% of the operational costs.

This is an extremely important gage for not only flooding but several other informational issues, including the following items:

- 75 years of continuous streamflow record
- Unregulated flow record important for assessing trends
- Site is part of National Streamflow Information Program
- Gage data used in USGS water-quality studies

Flood forecasting and warning  
Water-quality & aquatic life assessments  
Wastewater permits tied to stream flows

The USGS has estimated that the operational cost for federal FY2021 to be \$17,190 with a local cost of \$8,610. The City of Marshall will be the local project sponsor of the 50% match of this gage (approximately \$8,610/year). Prior agreements have been for a five-year period. USGS is proposing a one-year agreement for federal FY2021, with five-year agreement to follow for federal FY2022-2026.

Since the initial agreement, ADM has continued to partner with the City in funding 50% of the annual operational costs, which City staff invoices annually to ADM. At the time of the initial agreement, the City of Marshall sought interest and funding participation of 50% of the \$7,935 federal FY2010 amount. Various agencies were contacted regarding keeping this stream gage operational, including Archer Daniels Midland Company, Redwood-Cottonwood Rivers Control Area (RCRCA), Minnesota DNR, Lyon County Emergency Management, Lyon County Soil & Water Conservation, National Weather Service, and the US Army Corps of Engineers. At that time, all entities, except ADM, denied participation at this time, except ADM, who participated.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer that the Council authorize entering into the Joint Funding Agreement with US Geological Survey (USGS) for Redwood River Gaging Station near Marshall, Minnesota, for federal FY2021 in the amount of \$8,610 for the one-year agreement period. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Consider Sub-Lease of FBO Agreement at the Airport.**

Our airport Fixed Base Operator (FBO) has moved the aerial spraying portion of the business from Midwest Aviation into an entity named Midwest Aerial Ag, LLC. The MN Department of Aeronautics requires a letter from the airport owner to grant permission to Midwest Aerial Ag, LLC to operate from our airport prior to issuing the commercial operator certificate to this new entity.

In reviewing the lease agreement with our FBO and in coordination with our City Attorney, city staff has identified that a sublease agreement is required for Midwest Aerial Ag, LLC to operate from facilities currently being leased for Midwest Aviation. The sublease has been prepared by our City Attorney's office and is included in the Council packet.

City staff is proposing to approve the requested sublease for our FBO, subject to the terms and conditions of the FBO lease agreement and the new sublease agreement. The space that will be sublet will likely be used by Midwest Aerial Ag for a period of 3-4 months every year when spraying demand is high. The FBO will still utilize some of the hangar space that is being proposed to be sublet.

At the Airport Commission meeting on May 5, 2021, the Airport Commission voted unanimously to recommend approval of the sublease agreement to the City Council.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer that the Council approve the Sub-Lease of a Portion of a Leased Premises Subject to the Terms and Conditions of the City of Marshall Commercial Lease and Fixed Base Operator's Agreement with Southwest Aviation, Inc. Voting Yea: Mayor

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

**Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2021A**

Director of Administrative Services, Annette Storm, and Terri Heaton, with Baker Tilly Municipal Advisors, will present the findings from the bond sale and the initial draft of the resolution awarding the sale of the Bonds, which is to be considered by the City Council of the City of Marshall, Minnesota on May 11, 2021. After the sale of the Bonds, Kennedy & Graven (Bond Council) will update the Award Resolution with the post-sale information received from Baker Tilly and circulate an updated version in advance of the meeting that evening.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to approve Resolution Number 21-040 , a Resolution Awarding the Sale of General Obligation Bonds, Series 2021A. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

**Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2021B**

Director of Administrative Services, Annette Storm, and Terri Heaton, with Baker Tilly Municipal Advisors, will present the findings from the bond sale and the initial draft of the resolution awarding the sale of the Bonds, which is to be considered by the City Council of the City of Marshall, Minnesota on May 11, 2021. After the sale of the Bonds, Kennedy & Graven (Bond Council) will update the Award Resolution with the post-sale information received from Baker Tilly and circulate an updated version in advance of the meeting that evening.

Motion made by Councilmember DeCramer, Seconded by Councilmember Edblom Approve Resolution Awarding the Sale of General Obligation Bonds, Series 2021B. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Meister, Councilmember Labat. The motion **Passed. 5-2**

**Approve Amendment to Agreement to Deferred Special Assessment. Pay Water Assessment, \$8,469.77. Continue Deferral of Sanitary Sewer Assessment, \$8,821.19.**

In 2008 City of Marshall concluded improvement Project Y42, Club 59 Improvement Project. Said project included the installation of water service and sanitary sewer service for recently annexed Club 59 Addition to the City of Marshall. At that time, it was agreed that there was no present value for the improvement received by property owners Paul R. Thooft and Karen L. Thooft, husband and wife. Property legally described as Lot 4, Block 1, Club 59 Addition to the City of Marshall. At that time water assessment \$8,469.77 and sanitary sewer assessment \$8,821.19 were deferred. Special assessment deferred total \$17,390.66. An agreement for deferred assessment was recorded in the office of the Lyon County Recorder.

Property owners Paul R. Thooft and Karen L. Thooft have requested that they be allowed to access the waterline installed. Accessing the waterline would now indicate that the previously deferred assessment should be now assessed against the property and that the property owners can either pay the assessment in full or that matter can be spread out over a 10-year period of time. Principal payment \$8,469.77 plus interest of 6.1% will be collected as part of the property owners' annual real estate tax payments.

The remaining sanitary sewer assessment \$8,821.19 will continue to be deferred. The proposed amendment to the agreement for deferred assessment previously recorded has been prepared and has been signed by property owners. Property owners are responsible for the water assessment, as well as paying for the installation of a service line to bring water from the main line to their property. Property owners are also responsible for payment of the \$46.00 recording fee to record the Amendment to The Agreement for Deferred Assessment.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer that the City approve the amendment and authorize signature for the collection of the water assessment and the continued deferral of sanitary sewer special assessment. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

**Consider Resolution Authorizing Execution of MnDOT Detour Agreement No. 1045776 for TH 59 Resurfacing Project (S.P. 4208-60).**

MnDOT will be performing a concrete maintenance project this summer on US 59 in Marshall. The project will extend from MN 23 to a location south of town, just north of County Road 6. The repair work will consist of minor concrete panel replacement or rehab work and diamond grinding the surface of the pavement. The project is anticipated to occur in and around Marshall as early as late August and the work should be completed within 3-5 weeks.

To offer a safe work zone, MnDOT is proposing to detour highway traffic west on County Road 6, and north on County Road 35/Saratoga Street.

For review is a Detour Agreement between the City of Marshall and MnDOT. Because MnDOT will utilize Saratoga Street for its detour, they are proposing to pay the City for consumed road life and detour maintenance costs estimated at \$983.93. MnDOT determines the amount of payment through use of an established formula used statewide. The City will receive an estimated payment of \$983.93 for use of Saratoga as a detour route this summer for 3 weeks.

There was continued discussion by council regarding the vehicle and pedestrian safety of the detoured route.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the Council adopt RESOLUTION NUMBER 21-042, which provides for the Resolution Authorizing Execution of MnDOT Detour Agreement No. 1045776 for the TH 59 Resurfacing Project (S.P. 4208-60 / S.P. 5105-26). Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer. Voting Nay: Councilmember Meister, Councilmember Labat, Councilmember Lozinski. The motion **Passed. 4-3**

There was a consensus from the council to have staff share the safety concerns along the detoured route with MnDOT.

**Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1046769 for Federal Airport Expenses Reimbursement under the CRRSAA.**

The City of Marshall has received an Airport Coronavirus Response Grant Program (ACRGP) Grant under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act). The amount of grant funds

received is \$23,000. The purpose of the grant is to reimburse eligible airport expenses at our airport. The grant will be administered, and oversight will be provided by the Federal Aviation Administration (FAA).

In order for the City of Marshall to receive reimbursements under the CRRSA program, MnDOT and the City need to execute the included Agency Agreement. The Agency Agreement augments the FAA grant and allows the Office of Aeronautics to make payments under the FAA grant per the channeling arrangement. The funds may be used by the airport for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the Council adopt RESOLUTION NUMBER 21-043, which provides for the Resolution Authorizing Execution of MnDOT Grant Agreement No. 1046769 for Federal Airport Expenses Reimbursement under the CRRSAA. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

#### **Approve Service Agreement for Concessionaire at Amateur Sports Complex**

Since 2018, the City has staffed the concession stand at the Amateur Sports Complex. No concessions were provided during the 2020 season due to COVID and MN Dept of Health guidelines. Staffing the facility for concessions has become increasingly difficult and City staff believes utilizing a concessionaire for services at the Amateur Sports Complex will be beneficial for the facility. Several discussions have been had in the past regarding concessionaires at the Amateur Sports Complex but ultimately no agreements were agreed to, leading to City staff operating the concession stand in 2018 and 2019. Jordan Handeland, from the Hitching Post, approached City staff earlier this spring expressing his interest in providing services on a trial basis for this upcoming season.

Jordan and staff will provide concession services for each event hosted at the complex throughout the upcoming season.

City Attorney, Dennis Simpson has reviewed the pending agreement.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the Service Agreement for Concessionaire at Amateur Sports Complex with The Hitching Post of Marshall, MN. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

#### **Call for a Public Hearing Regarding Proposed Property Tax Abatement at 309 Brussels Ct.**

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.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to call for a public hearing for the proposed property tax abatement. 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            Southwest Regional Development Commission will meet on May 13, 2021 to conduct a public hearing on its upcoming levy. As of May 6, 2021, the SRDC has loaned all but \$3,300 of the \$1.48 million received for its COVID relieve revolving loan fund.

Schafer           Joint LEC Management Committee met to review upcoming repairs and general maintenance to the LEC.

Meister           No Report

Edblom           No Report

DeCramer       Economic Development Commission met to approve the sale of a lot.  
Diversity, Equity, and Inclusion Commission met and will be holding a session on micro aggression and scheduling a world café event.

Labat            No Report

Lozinski          No report

#### **Councilmember Individual Items**

Councilmember Lozinski congratulated Wayne Ivers on his 38 years with the Marshall School District and wished him well on his retirement.

Councilmember Schafer reminded everyone that this week is Law Enforcement Appreciation week.

Councilmember Meister that the Marshall Police Department for their response and presence at Avera Marshall.

Councilmember Edblom requested that board, commission, and authority minutes be included in future council packets.

Mayor Byrnes commented on sales tax increase from February 2020 to February 2021 is up 27.3%.

#### **City Administrator**

City Administrator Sharon Hanson provided an overview of the City Hall Project; interior finishes are being completed and a walk through of the building was conducted and noted punch list of items yet to complete. Administrator Hanson discussed the Popup Park that will be constructed on the former Marshall Hotel site. Administrator Hanson introduced Preston Stensrud, Park Maintenance Superintendent to provide additional information and commented that Mr. Stensrud will take a leadership role with this popup park.

Superintendent Stensrud provided an overview of the design of the park provided by Engan Associates.

Administrator Hanson also commented that she has had a few meetings with Avera Marshall on local issues.

#### **Director of Public Works**

Director of Public Works, City Engineer Jason Anderson provided a construction overview and update on local construction projects.

**City Attorney**

No Report.

**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. 7:14 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adjourn.  
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom,  
Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Attest:

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Mayor

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City Clerk

**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Wednesday, May 19, 2021**

The work session of the Common Council of the City of Marshall was held May 19, 2021, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 4:30 PM 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; Annette Storm, Director of Administrative Services; and Kyle Box, City Clerk.

**Review Long-Term Plan and Debt Study Done by AEM in 2018, Comparable City Debt Analysis, and Long-Term Plan Discussion.**

Director of Administrative Services, Annette Storm introduced the work session agenda items 1, 2, and 3. Director Storm provided the background information on the Long-Term Debt, Comparable City Debt, and Long-Term Planning. The presented Long-Term Plan that was completed in 2018 by AEM via PowerPoint presentation. Among other items, the AEM plan calls for significant increases to the general levy to best reduce debt. The target numbers were not reach over the last two years.

Director Storm provided additional discussed on comparable city debt referencing other similar sized cities and made it a point to explain that it is very difficult to compare cities and that every city has its own level of uniqueness.

Director storm also asked for additional long-term debt reduction guidance and how the city wishes to proceed moving forward.

Councilmember Lozinski commented that not all debt is bad debt and that not all interest is bad interest, especially when interest rates are so low at this time and that borrowing now is a good idea to finance larger pieces of equipment.

Councilmember DeCramer commented on payment for projects and those that are using and benefiting from the project should pay for the project.

There was continued discussion and options on bonding vs. paying cash for certain projects and equipment.

Councilmember Meister discussed the cost of constructing and operating the pool and its community and regional draw it can bring.

Councilmember Labat discussed the AEM report and the recommendations within the report to pay as we go rather than bond.

City Administrator Hanson commented on the tax burden on the community that is reviewed by bond council and that staff prefer to include smaller items (\$60,000 - \$80,000) into the levy rather than bond.

Councilmember Edblom commented on debt, spending and the importance of understanding that we are all a part of a growing community and it continues to be important to providing funding and bonding options for projects in needs (i.e. schools, city hall and the pool). Bonding is an essential tool as to how the city operates.



Councilmember DeCramer discussed aging capital equipment should be considered for replacement at historically low interest rates.

### **Pool Funding Discussion**

City Administrator Sharon Hanson introduced the Pool Funding Discussion item and provided information via PowerPoint.

Administrator Hanson discussed amenities that the city has and is requesting to remain attractive to its residents and surrounding communities. Administrator Hanson discussed funding options for the pool that include: General Obligation/ Abatement Bonds, EDA Lease Revenue Bonds, Property Tax, and Sales Tax.

Mayor Byrnes commented on the projection for sales and use revenue. Currently the City will be able to sunset the sales and use tax for the Red Baron and MERIT Center 1 or 2 years prior to 2028.

Administrator Hanson discussed financing options and using and extending the current sales tax the City has.

Councilmember Craig Schafer and Don Edblom commented in favor of the Sales Tax extension if it can logistically work out and the potential of adding additional projects.

Mayor Byrnes commented that on the revenue generated on the sales tax may be greater than what was presented with Marshall's reported 1.55 pull factor.

Councilmember DeCramer commented that the sales tax option has the least impact on the levy when compared to some other financing options.

Councilmember Meister commented that he was in favor of having this funding option be up to a vote of the community.

City Administrator Sharon Hanson commented that staff would begin working on the sales tax revenue option and that a scientific survey would need to be developed to gather community interest and support.

Councilmember Lozinski commented in favor of the sales tax revenue option for funding of projects.

There was continued discussion on the regional draw Marshall brings.

Councilmember Labat commented on the difficulty of picking additional projects potentially listed on the sales tax revenue funding option and gathering a consensus from the community and areas of need.

There was continued discussion on additional projects needed in Parks and Recreation which draw the most community support.

**Adjournment**

At 6:14 P.M. Mayor Byrnes adjourned the meeting.

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Mayor

Attest:

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City Clerk

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	Sounds of Summer 2021 – 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 19-23, 2021); 2. Approval of Private Use of Public Streets and Parking Lots (August 19-23, 2021); 3. Approval of Parade (August 21, 2021).
<b>Background Information:</b>	<p>Attached is a request from the Sounds of Summer Committee requesting permission for the following:</p> <ul style="list-style-type: none"> <li>- Use of Whitney Lot (08/19-08/23/2021 (Th-M)): Use of Whitney Parking Lot from Thursday, August 19, 2021 to Monday, August 23, 2021 as shown on the attached diagram. The Committee officers met with the Downtown Business Association on 05/05/2021 regarding the use of the parking lot during this time frame. Actual start and end times are to be determined. Per Committee officer Brock Klaith, no objections were received from the DBA.</li> <li>- Closure of West College Drive (TH 19) (08/20-08/22/2021 (Fri-Sat)): Closure of West College Drive from the corner of Main Street to Saratoga Street, and also closure of Marvin Schwan Memorial Drive from West College Drive (TH 19) to South 1<sup>st</sup> Street on Friday, August 20, 2021 from 3:00 p.m. to approximately 10:00 pm, and again on Saturday, August 21, 2021 from 6:00 am to Sunday, August 22, 2021, to approximately 3:00 am. to allow adequate time for clean up after the Saturday evening activities. Please see attached “Exhibit A”.</li> <li>- Parade Line-Up (08/21/2021 (Sat)): Closure of East Lyon Street, beginning at the corner of Nuese Lane to Jewett Street on Saturday, August 21, 2021 starting at approximately 12:00 noon to approximately 5:00 pm. Line-up would begin at 2:00 pm. Please see attached “Exhibit B”.</li> <li>- Parade (08/21/2021 (Sat)): Closure of East Lyon Street from South Bruce Street to Main Street and closure of Main Street from East Lyon Street to North 6<sup>th</sup> Street Saturday, August 21, 2021 from 3:00 pm to approximately 6:00 pm. Parade would start at 4:00 pm with an estimated 5:30 pm end time. Please see attached “Exhibit B”.</li> </ul> <p>In accordance with Section 62-6 of the Marshall City Code, any private use of public streets and parking lots on either a temporary or permanent basis should be considered by the Marshall City Council.</p> <p>In the past, the City’s Public Safety and Public Works Departments have worked with applicants on the issues and public safety concerns that would have to be addressed as part of this request.</p> <p>Due to the magnitude of the proposed event and potential impact to the businesses adjacent to the areas that are being requested to be blockaded, a public hearing will be conducted at this evening’s meeting. In addition, a representative from the</p>

	Committee will be present at the hearing to provide a brief overview of the activities and events that are going to occur during the celebration.
<b>Fiscal Impact:</b>	There will be costs involved for overtime for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans not to charge fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.
<b>Alternative/ Variations:</b>	City Council may direct to require fees for these operations to be billed by rates according to the Resolution of Fees and Rates as an amendment to the proposed recommendations.
<b>Recommendation:</b>	<p>Recommendation No. 1 that the Council close the public hearing.</p> <p>Recommendation No. 2 that the Council approve the private use of public streets and parking lots for Sounds of Summer (August 19-23, 2021)</p> <p>Recommendation No. 3 that the Council approve the Sounds of Summer Parade to be held Saturday, August 21, 2021, subject to Mn/DOT approval.</p>



April 2021

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

Dear Jason:

As members of the Marshall Sounds of Summer Planning Committee, we hereby request permission to close West College Drive from the corner of Main and College to Saratoga Street, and also Marvin Schwan Drive from College Drive to South 1st Street on Friday August 20, 2021 from 3:00 p.m. to 10:00 p.m., and on Saturday August 21, 2021 from 6:00 a.m. to Sunday August 22, 2021 to approximately 3:00 a.m. Please see exhibit "A." This would allow us adequate time for clean up after the Saturday evening activities. We would also ask permission for the use of Whitney parking lot from Thursday August 19<sup>th</sup> through Monday August 23, 2021. This would allow for set up and tear down prior to and after the celebration. Our plan is to also meet with the Downtown Business Association and work with them regarding this closure.

Our second request is to have permission to hold our Sounds of Summer Parade on Saturday August 21, 2021, along the same route as prior years. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street, the start of the parade. It would proceed to East Main Street (TH59) in a Northwestern path to downtown Marshall and ending between 5<sup>th</sup> and 6<sup>th</sup> Streets. Line up would begin at 2:00 p.m. Parade would start at 4:00 p.m. with an estimated 5:30 p.m. end time, or if exceptionally large parade, could be 6:00 p.m. Please see exhibit "B." In the past it has been requested that we secure your permission as well as working with City and County Law Enforcement to temporarily close TH59 and TH68 through the parade route and to coordinate that with MNDOT.

Again this year we would request to close Lyon Street, beginning at the corner of Nuese Lane to Jewett Street starting at 12:00 noon to approximately 5:00 p.m. This would allow people to drop off participants in the parade in a safe manner.

Please respond at your earliest convenience so we may proceed planning the remainder of our Sounds of Summer 2021 celebration. We would also be available to discuss these requests with you.

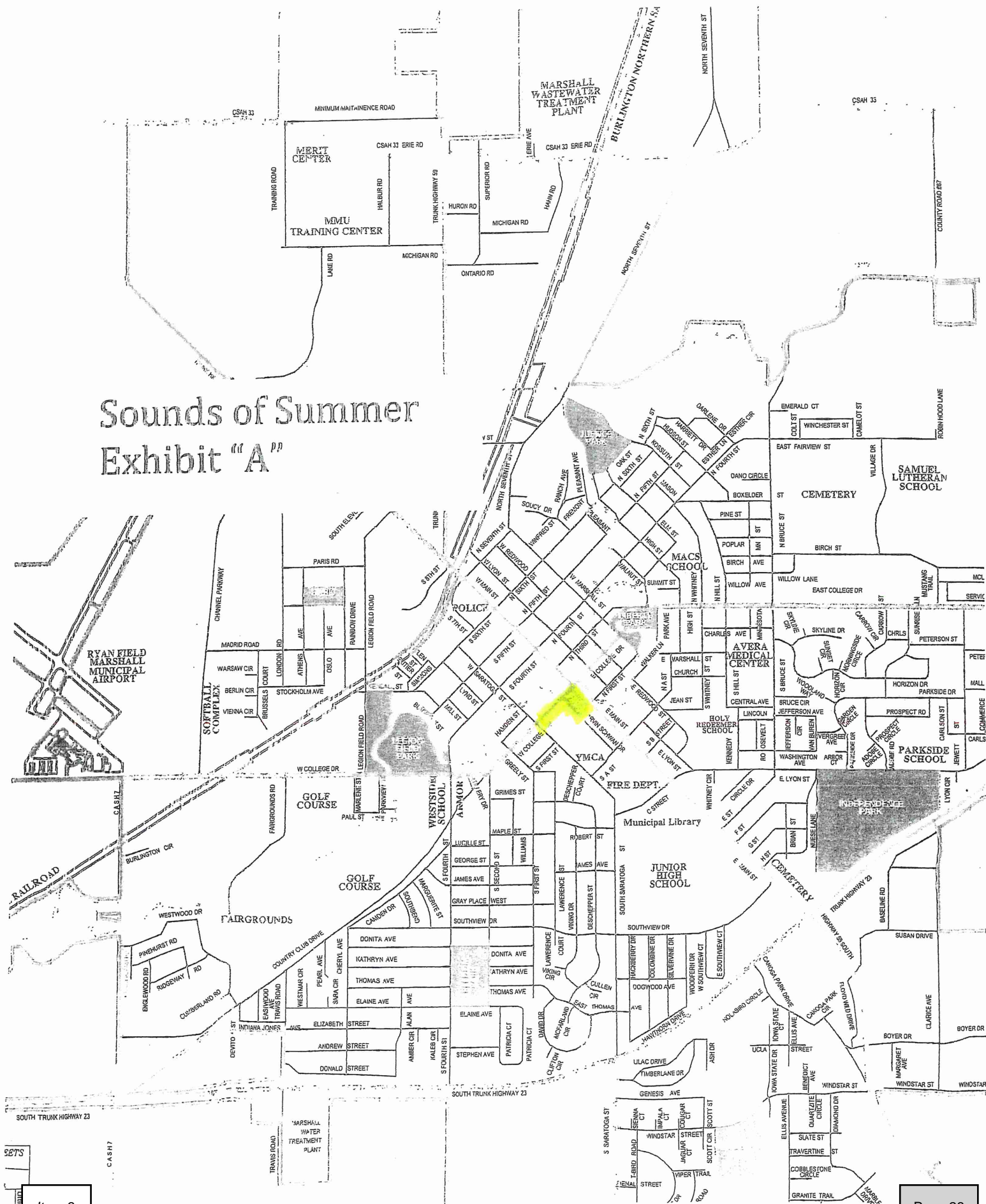
Any additional information you may need, please let us know.

Sincerely,

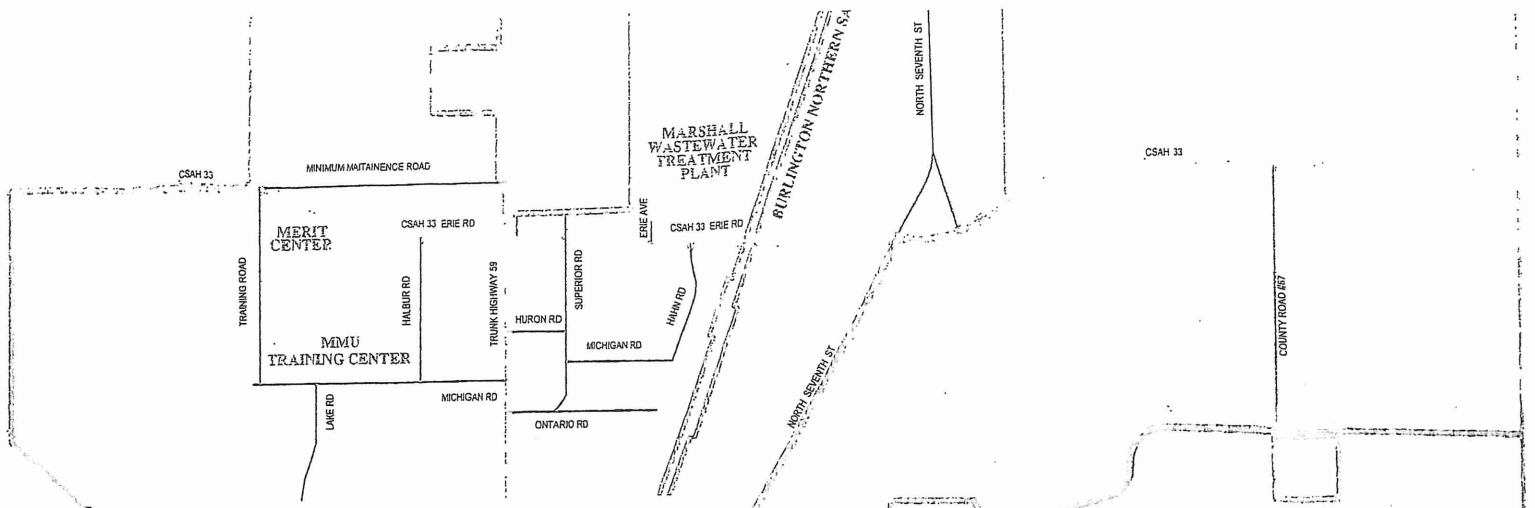
Brock Klaith, Carrie Jones, Marc Klaith  
Marshall Sounds of Summer Committee Officers

cc. Jim Marshall, Director of Public Safety  
Eric Wallen, Lyon County Sheriff  
Dean Coudron, Public Works Superintendent

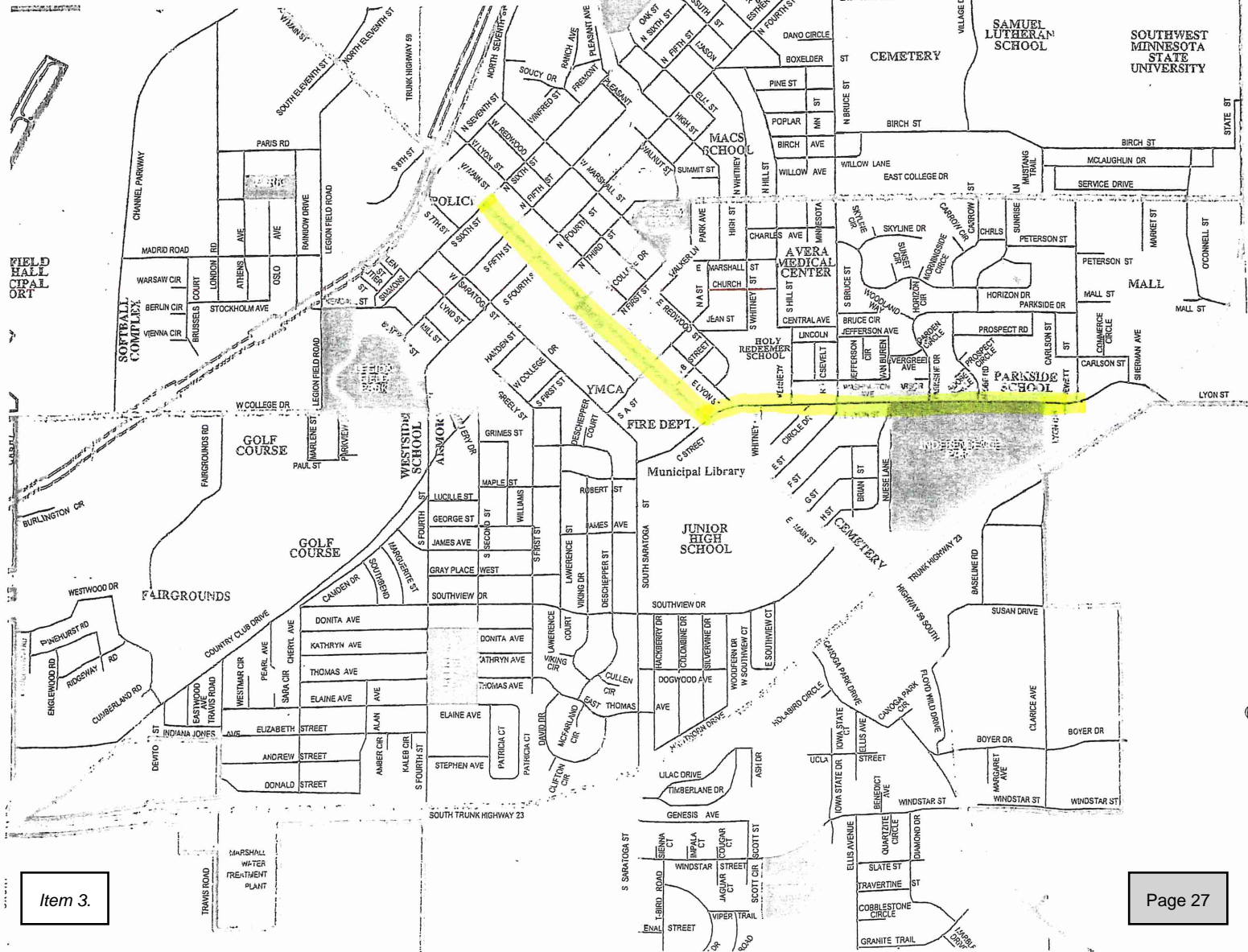
# Sounds of Summer Exhibit "A"

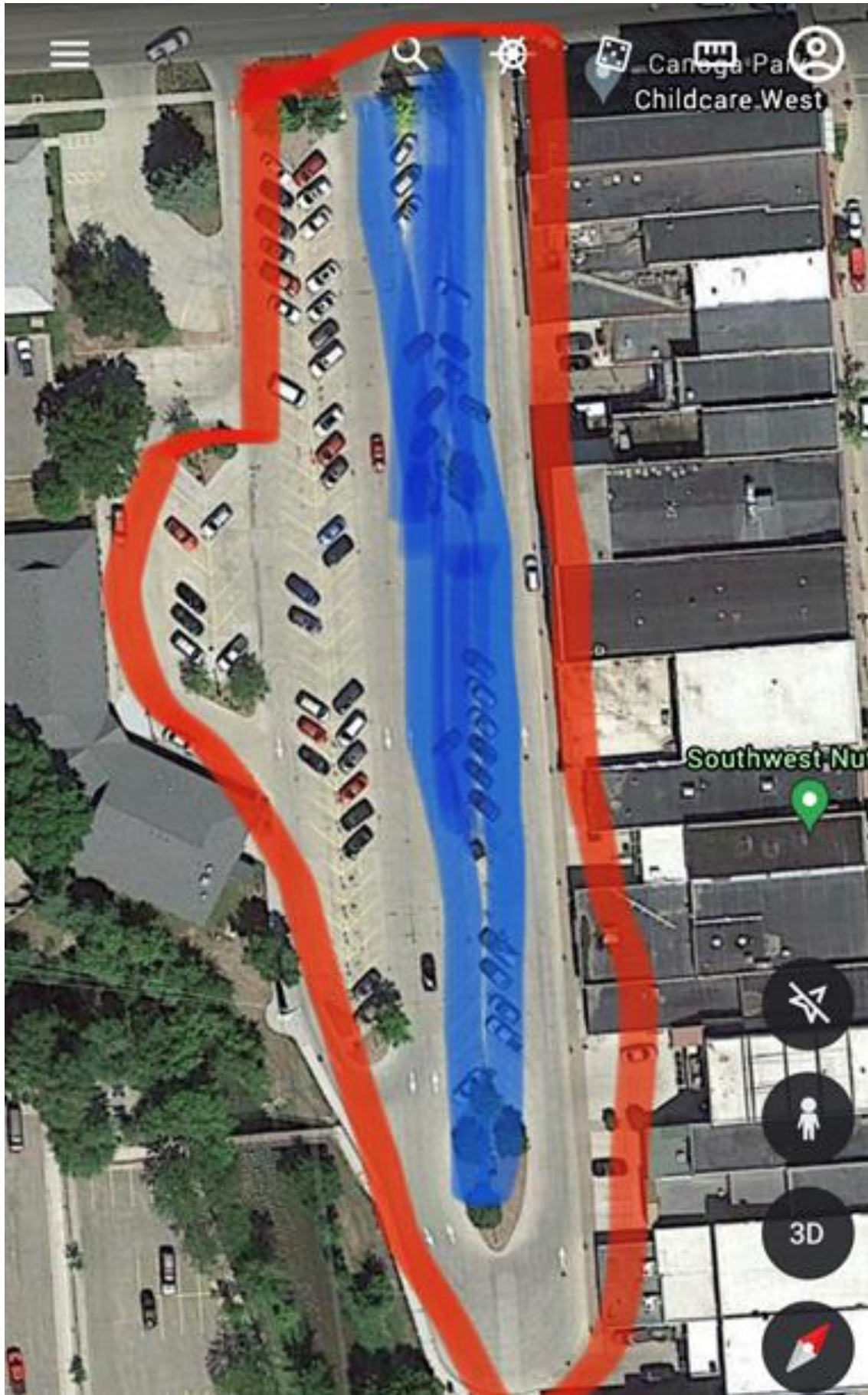






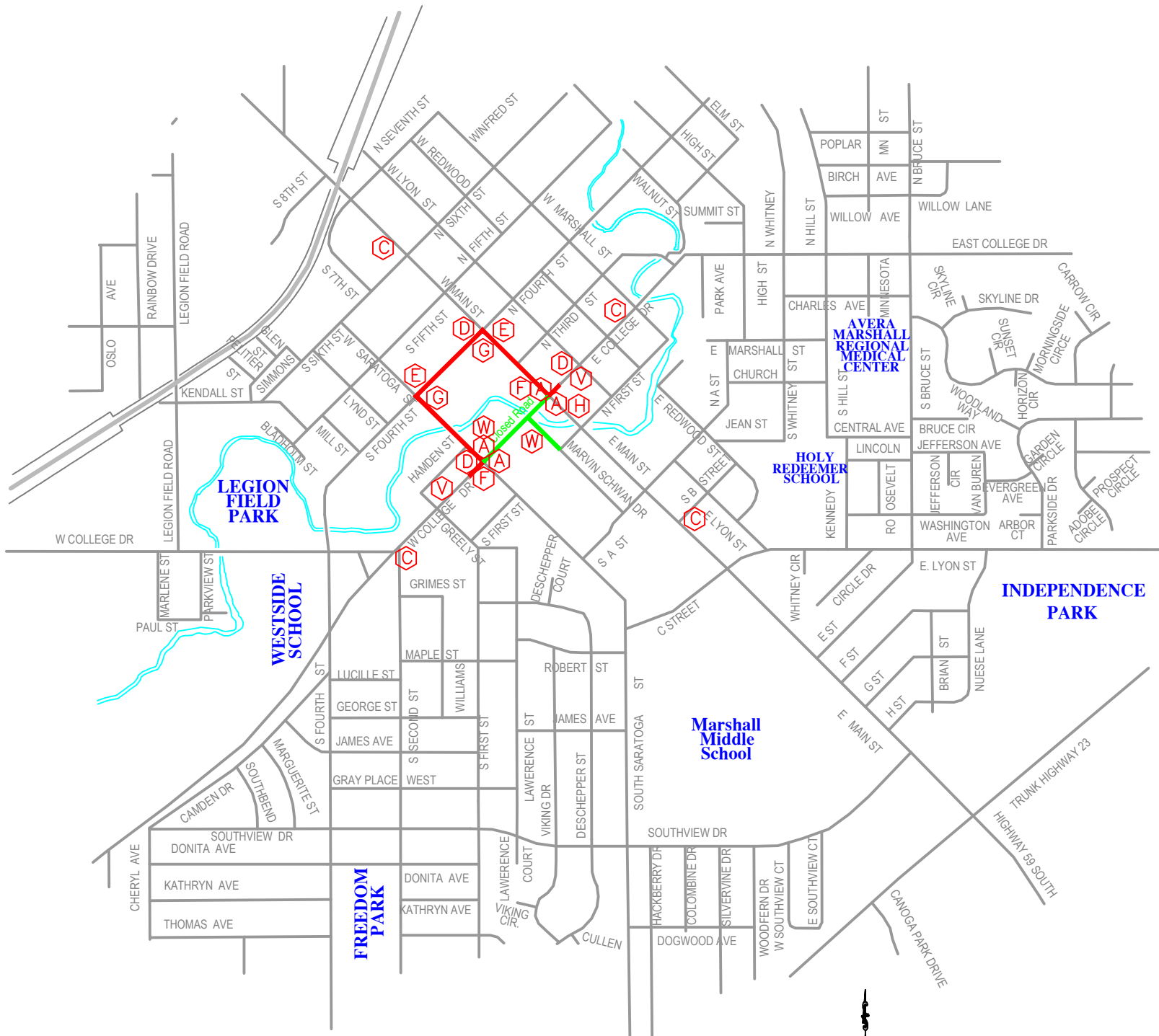
# Sounds of Summer Exhibit "B"







DETOUR SIGNING PLAN



NORTH

CITY OF MARSHALL  
LYON COUNTY  
MINNESOTA

NOT TO SCALE

A	ROAD CLOSED FLASHERS NOT SHOWN	R11-2 G20-2	H	DETOUR WEST 19 ↑	M4-8 M3-4a M1-5a M6-3a
B	FLASHERS NOT SHOWN	G20-2	I	DETOUR EAST 19 ↑	M4-8 M3-2a M1-5a M6-3a
C	DETOUR AHEAD 1500 FEET *1500' FROM INT.	W20-2	V	END DETOUR	M4-8a
D	DETOUR WEST 19 →	M4-8 M3-4a M1-5a M5-1a (RIGHT)	W	Police	
E	DETOUR WEST 19 ←	M4-8 M3-4a M1-5a M5-1a (LEFT)			
F	DETOUR EAST 19 ←	M4-8 M3-2a M1-5a M5-1a (LEFT)			
G	DETOUR EAST 19 →	M4-8 M3-2a M1-5a M5-1a (RIGHT)			

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

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

ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

Item 3.

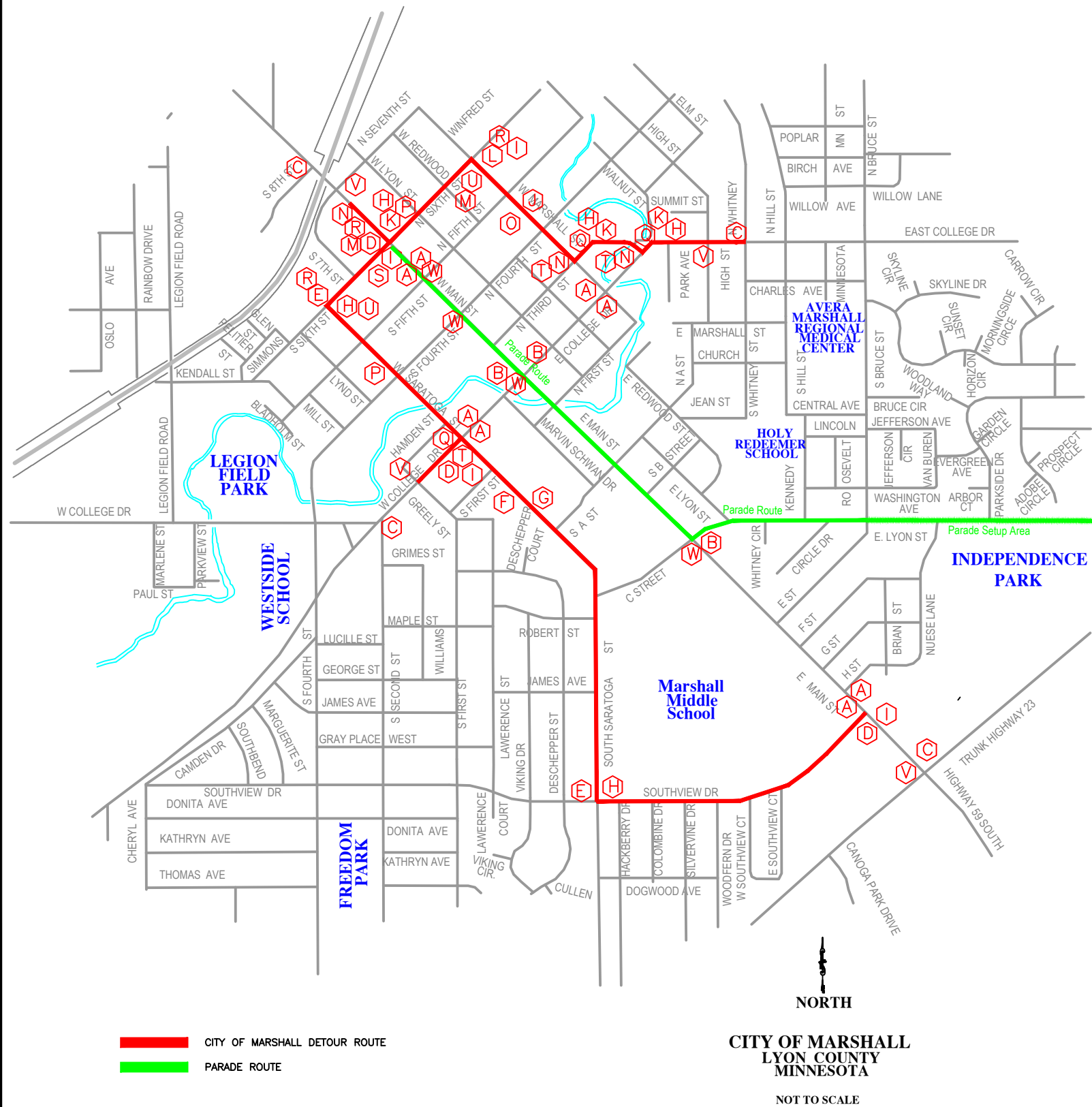


**MARSHALL**

CITY ENGINEERING DEPT.  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258

Sounds of Summer Road Closure	DATE 4/21/2021
Detour Plan	DRAWN BY Page 29

# DETOUR SIGNING PLAN



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

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

*Item 3.*



CITY ENGINEERING DEPT.  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258

## Sounds of Summer

## Detour Plan

REVISIONS	
DATE	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.

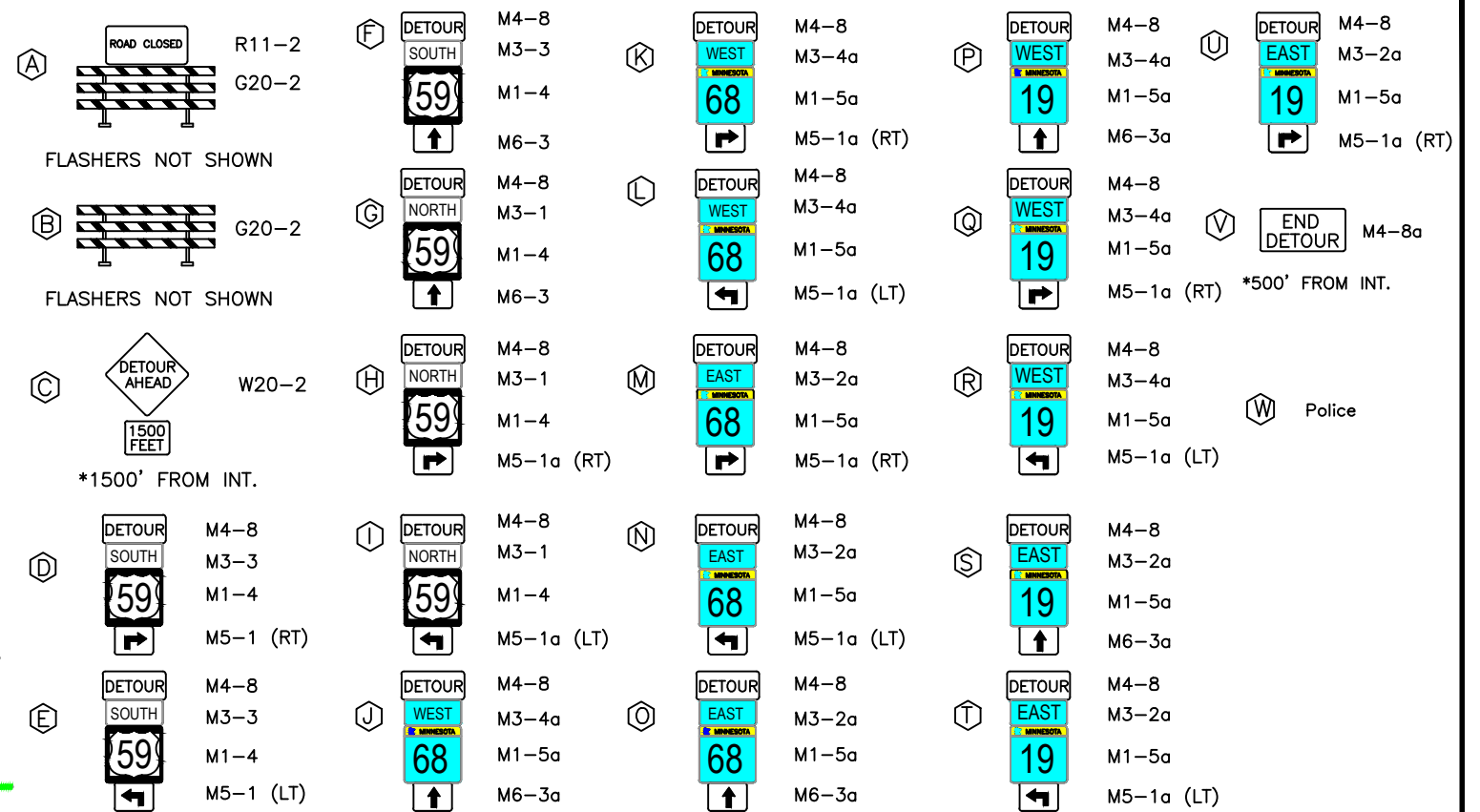
DATE \_\_\_\_\_ REGISTRATION NO. \_\_\_\_\_ 41557

















DATE  
4/21/2021

DRAWN BY G.J.S.

P. NO.

Page 30



SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
	11	60"x48"	ORANGE ON WHITE	19	
	R11-3	8	60"x30"	BLACK ON WHITE	
	W20-2	4	36"x36"	BLACK ON ORANGE	
	M1-4	16	24"x24"	BLACK ON WHITE	
	M1-5a	11	24"x24"	WHITE AND GOLD ON BLUE	
	M1-5a	14	24"x24"	WHITE AND GOLD ON BLUE	
	W20-100P	4	30"x24"	BLACK ON ORANGE	
	M3-1a	10	24"x24"	WHITE ON BLUE	
	M3-3a	6	24"x24"	WHITE ON BLUE	
	M3-2a	12	24"x24"	WHITE ON BLUE	
	M3-4a	13	24"x24"	WHITE ON BLUE	
	M5-1a RT.	18	21"x15"	WHITE ON BLUE	
	M5-1a LT.	16	21"x15"	WHITE ON BLUE	
	M6-3a	7	21"x15"	WHITE ON BLUE	
	M4-8	41	24"x12"	BLACK ON ORANGE	
	M4-8a	4	24"x18"	BLACK ON ORANGE	

## CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, May 25, 2021																				
Category:	PUBLIC HEARING																				
Type:	ACTION																				
Subject:	309 Brussels Ct.. – 1) Public Hearing regarding a home property tax abatement request 2) Consideration of a resolution approving home property tax abatement.																				
Background Information:	<div>On May 11, 2021 a public hearing was called for and to be held on May 25, 2021 regarding a home property tax abatement request. 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. The property is located at 309 Brussels Ct. with an estimated market value of \$203,900 with the difference of improvement being \$191,900.</div> <div><div>27-711030-0</div><div>JM Development</div><div>309 Brussels Court</div></div> <table><tr><th colspan="3">HOMESTEAD TAX RATE</th></tr><tr><td>2021 prebuild raw land value</td><td>2021 post build total value</td><td>Difference of improvement</td></tr><tr><td>12,000</td><td>\$ 203,900.00</td><td>\$ 191,900.00</td></tr><tr><td colspan="3">taxes @ 2021 rates</td></tr><tr><td>\$ 43.00</td><td>\$ 1,102.00</td><td>\$ 1,059.00</td></tr><tr><td colspan="3">city portion only</td></tr></table>			HOMESTEAD TAX RATE			2021 prebuild raw land value	2021 post build total value	Difference of improvement	12,000	\$ 203,900.00	\$ 191,900.00	taxes @ 2021 rates			\$ 43.00	\$ 1,102.00	\$ 1,059.00	city portion only		
HOMESTEAD TAX RATE																					
2021 prebuild raw land value	2021 post build total value	Difference of improvement																			
12,000	\$ 203,900.00	\$ 191,900.00																			
taxes @ 2021 rates																					
\$ 43.00	\$ 1,102.00	\$ 1,059.00																			
city portion only																					
Fiscal Impact:	The approximate amount of assistance is \$1,059 a year or \$2,118 over a maximum period of 2 years as a Homestead.																				
Alternative/ Variations:	None Recommended.																				
Recommendations:	Recommendation #1- To Close the Public Hearing Recommendation #2- To approve the resolution approving home property tax abatement																				

Resolution Number 21-XXXX

RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BY NIKOLAUS &  
SHARON JACKSON; GRANTING THE ABATEMENT

BE IT RESOLVED by the Common Council of the City of Marshall, Minnesota, as follows:

Section 1. AUTHORIZATION AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. NIKOLAUS & SHARON JACKSON; have applied for a Home Tax Abatement pursuant to the City's Home Tax Abatement Policy on property legally described as: Parcel ID: 27-711030-0, 309 Brussels Ct., Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on May 25, 2021, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Marshall Independent, the official newspaper of the City.

Section 2. FINDINGS. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined and declared:

- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County's current property tax levy, or \$200,000.

2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the City on the Property for two (2) years, commencing with taxes payable for the assessed value related to the capital improvements outlined in 1.03.

3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30<sup>th</sup> of that calendar year.

3.03 The tax abatement shall be for the residential capital improvements only. Land values and the current base value are not eligible and will not be abated.

3.04 The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first.

3.05. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.

Passed by the Common Council of the City of Marshall, this 25<sup>th</sup> day of May, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

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

Application Review and Approval Process shall be followed as specified in Tax Abatement Policy as specified herein.

**Property Information:**

Location: 309 Brussels Ct Access Road: \_\_\_\_\_  
Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_ Property Identification Number: 27-711030-0  
Legal Description: Lot 5, Block 2, Parkway II Addition, City of Marshall, County of Lyon, Minnesota  
(attach if needed)  
Parcel Width: \_\_\_\_\_ (feet) Length: \_\_\_\_\_ (feet) Acres: \_\_\_\_\_

**Applicant Information:**

Applicant Name: Nikolaus & Sharon Jackson Phone: \_\_\_\_\_ (h) \_\_\_\_\_ (w)  
Mailing Address: 309 Brussels Ct  
Applicant Signature: *Nikolaus & Sharon Jackson*

**Owner Information:**

Owner Name: Same as above Phone: \_\_\_\_\_ (h) \_\_\_\_\_ (w)  
Mailing Address: \_\_\_\_\_  
Owner Signature: \_\_\_\_\_

Contractors or Contract for Deed Holders – owner must sign the application.

**Company Information:**

Owner Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Location: \_\_\_\_\_  
Type of Company: \_\_\_\_\_ Service Provided: \_\_\_\_\_

Please attach the following documentation:

- ☐ Map or site plan, prepared by an architect or engineer, showing the boundaries of the proposed development, the size and location of the building(s) and parking areas.
- ☐ Written narrative describing the project, the size and type of building(s), business type and use, traffic information (parking capacity, vehicle counts, traffic flow, pedestrian facilities), project timing, and estimated market value.
- ☐ A statement identifying the public benefits of the proposal, including estimated increase in property valuation, and other community benefits.
- ☐ Statement showing the private investment and any public investment dollars for the project
- ☐ Financial information including past performance and pro forma future projections for the project.
- ☐ Application Fee (please see City of Marshall Fee Schedule for current fee amount).
- ☐ Other information as requested.

**Return Completed Applications to:**

City Clerk  
City of Marshall  
344 West Main St.  
Marshall, MN 56258





**CITY OF MARSHALL**  
**344 WEST MAIN**  
**MARSHALL, MN 56258-1313**  
**(507) 537-6773 FAX: (507) 537-6830**



\* 2 0 1 9 - 0 0 8 3 7 \*

**DATE ISSUED: 11/21/2019**

## BUILDING PERMIT

**PERMIT NUMBER** : 2019-00837  
**ADDRESS** : 309 BRUSSELS CT  
**PIN** : 27-711030-0  
**LEGAL DESC** : PARKWAY II ADDITION  
**PERMIT TYPE** : BUILDING  
**PROPERTY TYPE** : SINGLE FAMILY  
**CONSTRUCTION TYPE** : NEW BUILDING  
**VALUATION** : \$ 176,400.00  
NOTE: NEW DWELLING

### APPLICANT

JM DEVELOPMENT LLC  
401 MARSHALL ST E  
MARSHALL, MN 56258-0000

PERMIT FEE	1,209.20
PLAN REVIEW RESIDENTIAL	423.22
STATE SURCHARGE BLDG VAL	88.20
<b>TOTAL</b>	<b>1,720.62</b>

### Payment(s)

CHECK	241227	1903002	1,720.62
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### OWNER

JM DEVELOPMENT LLC  
401 MARSHALL ST E  
MARSHALL, MN 56258-0000

### AGREEMENT

All provisions of law and ordinances governing this type of work shall be complied with whether specified herein or not. Separate application must be secured for plumbing work and all electrical work must be inspected by the State Electrical Inspector.

**No work shall begin until the Building Permit is signed and issued by the Building Official.**

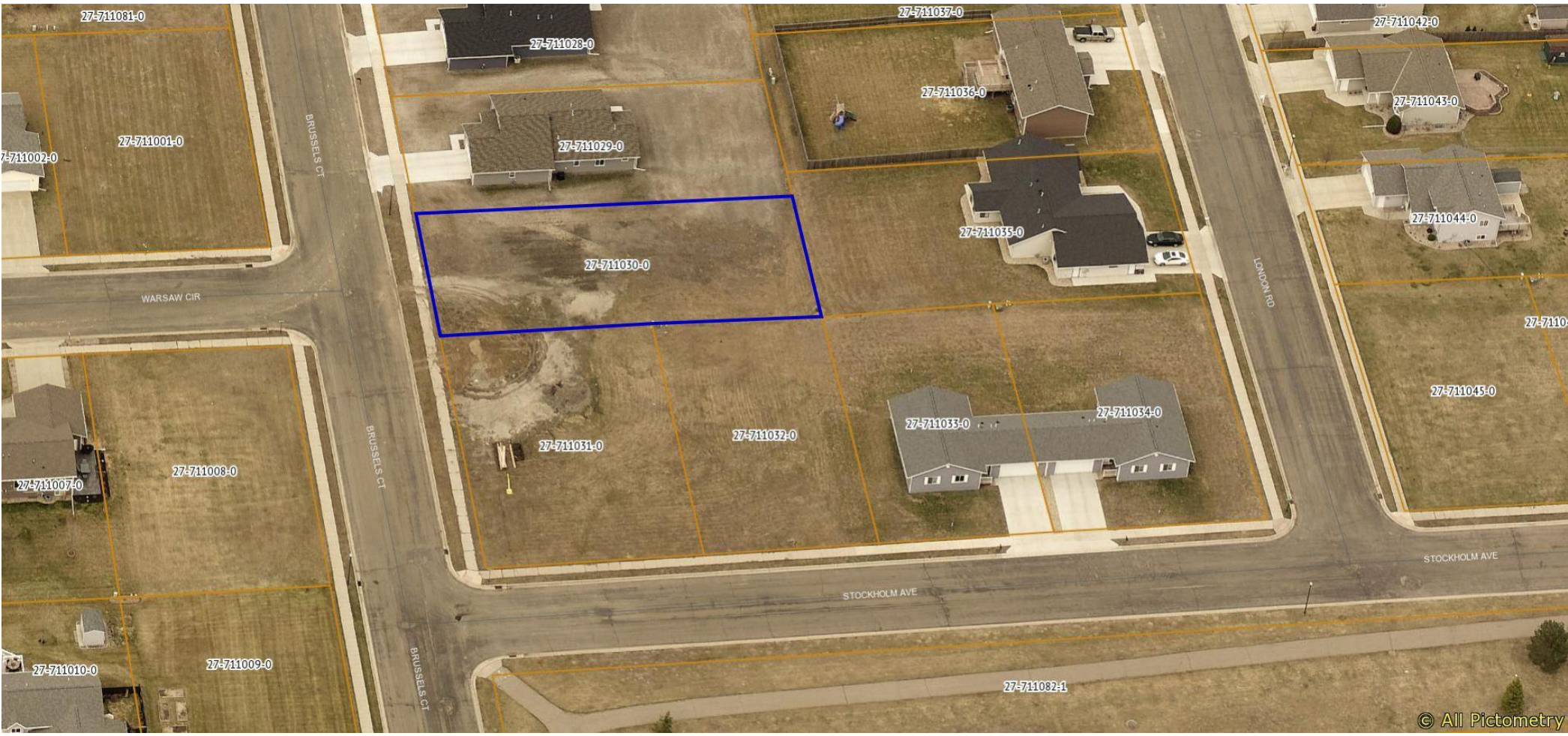
**PERMIT:** In consideration of the statements and representations made in the above application filed with the Office of the City Engineer, Marshall, Minnesota, this Permit is hereby granted to the applicant. This Permit is granted upon the expressed conditions that said owner and his agents, workmen and employees shall comply in all respects with the ordinances and regulations of the City of Marshall and the State of Minnesota. The granting of a permit does not give authority to violate any provisions of State or Local Law regulating building. Not all deficiencies in documents may have been addressed and/or noted and that shall not be construed as an approval of such code deficiencies. Review for code compliance will continue during inspections as construction progresses. This Permit expires if work is not commenced within 180 days or if work is suspended for 180 days.

Building Official

Date

11-21-19

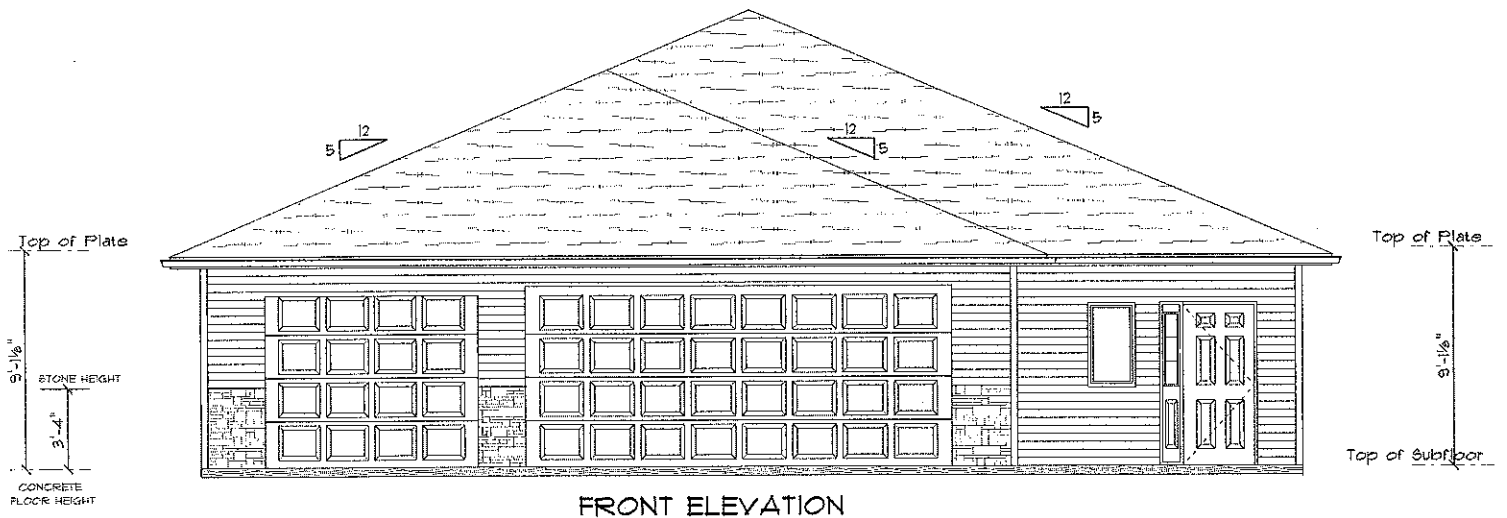




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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare bicycles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	There are 45 bicycles that have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These bicycles will be sold, donated or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That the bicycles be declared as surplus property by the City of Marshall.

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These vehicles will be auctioned on-line at the state site, sold or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That these vehicles be declared as surplus property by the City of Marshall.

20-14249	06 Nissan Quest	878 TEZ	5N1BV28U76N107440	Forf (City Atty)
21-2954	05 Ford Taurus	EMM 651	1FAFP53285A132155	Abandoned
21-2625	14 Chevy Silverado	BTM 779	1GCNKPEH4EZ255244	Abandoned

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Declare unclaimed evidence as surplus property
<b>Background Information:</b>	<p>The Marshall Police Department investigates crimes in which evidence is collected and stored. Many crimes involving merchandise purchased with stolen credit card information or part of romance scams results in property being unclaimed by credit card companies or insurance companies.</p> <p>The attached list is evidence that is no longer needed and has been unclaimed. Attempts to contact all identified owners have been made. To free space in the evidence room, the Marshall Police Department would like to have this property that has come into our possession through municipal operations and has been in our possession for at least 60 days declared surplus.</p> <p>The attached list of property would be listed and sold on the MN State Surplus Site as one lot.</p>
<b>Fiscal Impact:</b>	Receipts from the sales of surplus property shall be placed in the general fund.
<b>Alternative/ Variations:</b>	Destroy unclaimed property
<b>Recommendations:</b>	Declare unclaimed evidence as surplus property

<b><u>Case Number</u></b>	<b><u>ITEM</u></b>	<b><u>Case Description</u></b>
20-10778	Samsung 2.0 Channgeel Soundbar with built in woofer - HW-T400	Recovered in Romance Scam - Stolen Credit Card info used
18-16364	Roku TCL TV with remote, SN 18056TC00290A04282	Purchased with stolen, forged check
18-16364	13" X 49" wall mirror	Purchased with stolen, forged check
18-16364	13" X 49" wall mirror	Purchased with stolen, forged check
17-5094	Beats Studio matte black headphones	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	PlayStation 4 500GB Uncharted 4 A Thief's End bundle pack with consolve, controller, and game, SN MC739646302	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	PlayStation 4 game Call of Duty Infinite Warfare	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	ALDO Shaddox-98 men's watch, gold and black	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Michael Kors watch, MK-8471, silver face with brown leather band	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Michael Kors watch, MK-8471, silver face with brown leather band	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	4.2 FL OZ bottle of Polo Ralph Lauren cologne	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	3.3 FL OZ bottel of L'Homme Yves Saint Laurent cologne	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Pair of ALDO men's dress shoes, black, size 10	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Pair of ALDO men's casual shoe, black, size 10	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Pair of ALDO men's casual shoe, brown, size 10	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Pair of ALDO men's moccasin style shoes, black, size 10	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Pair of all black Adidas tennis shoes, size 10	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	boohooMan Half and Half men's joggers, navy, size medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	boohooMan Half and Half men's joggers, dark red, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	boohooMan half and half joggers, gray, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Divided men's sweater, Blue Redish Dark, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	boohooMan Grey Skinny Fit Jeans, size 32	Recovered in Romance Scam - Stolen Credit Card info used

<u>Case Number</u>	<u>ITEM</u>	<u>Case Description</u>
17-5094	boohooMan men's Long Sleeve Blocked Shirt, grey, small	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M crew neck t-shirt 3 pack, large	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's Skinny Fit jeans, EUR size 33	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	boohooMan 3/4 Roiled Up Sleeve Western Checkered Shirt, Navy, Small	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	boohooMan Quincy Contrast Long Sleeve Shirt, white, Small	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	boohooMan Longline Checkers Spliced Shirt with Chest Pocket, Red, Small	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's t-shirt, Red Bluish Dark, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M crew neck t-shirt 3 pack, large	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Divided men's t-shirt, white, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Divided men's t-shirt, dark grey, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M crew neck t-shirt 3 pack, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M crew neck t-shirt 3 pack, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M crew neck t-shirt 3 pack, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M crew neck t-shirt 3 pack, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M crew neck t-shirt 3 pack, large	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	Divided men's t-shirt, khaki green, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's t-shirt, khaki green, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's t-shirt, khaki green, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's t-shirt, dark blue, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's t-shirt, dark blue, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's t-shirt, dark blue, large	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's t-shirt, dark blue, large	Recovered in Romance Scam - Stolen Credit Card info used



<u>Case Number</u>	<u>ITEM</u>	<u>Case Description</u>
17-5094	H&M men's t-shirt, Red Bluish Dark, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's t-shirt, khaki green, medium	Recovered in Romance Scam - Stolen Credit Card info used
17-5094	H&M men's skinny jeans low waist, size 34/30	Recovered in Romance Scam - Stolen Credit Card info used
12-8632	Ice Cubed black and bright green soft-sided cooler	Recovered in Burglary Search Warrant - never claimed
12-8632	Blue Consourse duffle bag	Recovered in Burglary Search Warrant - never claimed
12-8632	HP Pavilion dv6, SN CNF03700Q9	Recovered in Burglary Search Warrant - never claimed
12-8632	Assorted Jewelry including rings, necklaces, watches, earrings	Recovered in Burglary Search Warrant - never claimed
12-8632	Assorted Xbox 360 games, DVDs, and CDs	Recovered in Burglary Search Warrant - never claimed
12-8632	Allude dark colored watch with metal linked band	Recovered in Burglary Search Warrant - never claimed
12-8632	Sony PlayStation 2 game console with power cord, (2) 8GB memory cards, SN HU0554813	Recovered in Burglary Search Warrant - never claimed
12-8632	Swiss Hunter watch, silver	Recovered in Burglary Search Warrant - never claimed
12-8632	Fossil watch, silver	Recovered in Burglary Search Warrant - never claimed
12-8632	Citizen Eco Drive watch, silver	Recovered in Burglary Search Warrant - never claimed
12-8632	(6) wireless X-Box controllers, (1) wired X-Box Controller, (1) wired PlayStation Controller	Recovered in Burglary Search Warrant - never claimed
11-19467	Red Acer Apire One tablet laptop computer, SN LUSEX0D0011083DD481601	Recovered in Burglary Investigation, owner never identified
12-19634	Silver 16GB Apple iPad with cracked screen	Past the statute of limitations, owner unknown
Unknown	Aluratek Libre e-reader tablet, white	Unknown, no case number attached to it, no record is Laserfiche
09-20390	Magnavox DVD player	Recovered in theft/DTP case, owner never identified

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	MERIT Center Lease with Minnesota West Community and Technical College
<b>Background Information:</b>	<p>The existing lease with MN West Community and Technical College at the MERIT Center expires on June 30<sup>th</sup>, 2021.</p> <p>The proposed Lease Agreement gives MN West Community and Technical College the exclusive use of identified office space and the right to reserve classrooms, driving track and props through the scheduling software. The annual amount of rent for office space and right to reserve classroom space is \$25,000. This annual amount will be paid quarterly (\$6,250.00)</p> <p>The Lease Agreement is a two (2) year agreement with it ending on June 30<sup>th</sup>, 2023. Total amount of the Lease Agreement will be \$50,000.00 over the two- year agreement.</p>
<b>Fiscal Impact:</b>	City of Marshall to receive \$50,000.00 over the two- year Lease Agreement from Minnesota State Colleges and Universities system
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Approve the Lease Agreement with Minnesota State Colleges and Universities system.

Contract Number: **MWCTC-2021-014453**PO Number: **TBD**

# MINNESOTA STATE

## LEASE AGREEMENT - MINNESOTA STATE AS TENANT (Without Leasehold Improvements)

TOTAL AMOUNT: \$50,000.00

THIS LEASE AGREEMENT is made by and between CITY OF MARSHALL, a Municipal Corporation, located at 344 W MAIN ST, MARSHALL, Minnesota 56258-1313 hereinafter referred to as LANDLORD, and the **STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF MINNESOTA WEST COMMUNITY AND TECHNICAL COLLEGE**, located at 1011 First Street West, Canby, Minnesota 56220 hereinafter referred to as TENANT,

WHEREAS, the Board of Trustees of Minnesota State Colleges and Universities is empowered by Minn. Stat. §136F.06, to lease non-state property for use by its colleges and universities, and

WHEREAS, the LANDLORD is the owner of MERIT Center (the "Building"), located at 1001 West Erie Road, Marshall, MN 56258, and desires to lease space in the property to TENANT, and

NOW THEREFORE, LANDLORD and TENANT, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

### 1. LEASED PREMISES.

LANDLORD grants and TENANT accepts the lease of the following described Leased Premises located in the City of Marshall, County of Lyon, Minnesota; more particularly described as:

*1001 West Erie Road, Marshall, MN 56258* including:

Exclusive use of office space approximately 1350 square feet designated for TENANT, the North Half of the mezzanine storage area approximately 800 square feet. Shared space includes the parking bay 2 on the main floor of the Building and 240 square feet storage shed. Reserved space includes Classroom A, Classroom B, Classroom D, Driving Track, Training Props. The floor plan, which is attached and incorporated as **Exhibit A** as part of this Lease Agreement (hereinafter defined as the "Leased Premises").

## 2. USE.

TENANT shall use and occupy the Leased Premises for higher education purposes and for such activities related to TENANT's operation as a Minnesota State Colleges and Universities system member institution leased location, or for any other lawful purpose.

## 3. TERM.

Subject to Section 4(e), the term of this Lease Agreement shall commence on *July 1, 2021*, (the "Commencement Date"), and end on *June 30, 2023*, unless otherwise sooner terminated as provided in this Lease. LANDLORD grants and TENANT accepts a right to enter the Leased Premises prior to the Commencement Date at no charge to install furnishings, fixtures and equipment necessary to allow TENANT's occupancy.

## 4. RENT.

a. Rent is payable to LANDLORD based on the following schedule:

Term		Usable Square Feet	Quarterly Rent Amount	Annual Rent Amount	Total Over Term
07/01/2021 06/30/2022	–	1350	\$6,250.00	\$25,000.00	
07/01/2022 06/30/2023	–	1350	\$6,250.00	\$25,000.00	
					\$50,000.00

- b. TENANT shall not be responsible for payment of any additional rents or "pass-throughs" or operating costs or LANDLORD's expenses whatsoever, and all costs including, but not limited to all typical expenses paid to operate and maintain a commercial building, including, but not limited to, all tax costs, including real estate taxes and special assessments, building insurance, maintenance, repairs, all utilities including but not limited to electricity, gas, and all the sources of energy required to provide utility service, including all heating and cooling, lighting, sewer and water, janitorial services and common area maintenance expenses (all of the above collectively referred to as "Operating Expenses"), shall be borne by the LANDLORD.
- c. **Rent shall be paid quarterly in arrears.** LANDLORD shall provide TENANT with a quarterly invoice for the applicable rental quarter. TENANT shall mail or deliver the quarterly rent set forth above at the end of the applicable calendar quarter to LANDLORD at LANDLORD's notice address as set forth in this Lease. Rent for a partial quarter, if any, shall be equitably prorated.

- d. LANDLORD represents and warrants that it is solely entitled to all rents payable under the terms of this Lease Agreement. LANDLORD further represents and warrants that it is registered with the Secretary of the State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State's office to remain in good standing. In the event that LANDLORD changes names or rent delivery instructions, due to a move, corporate merger, acquisition or reorganization, LANDLORD shall provide TENANT with written notice within thirty (30) days of said change, with instructions regarding the new delivery address or LANDLORD details. TENANT may require additional updated information be submitted to TENANT by LANDLORD, to ensure compliance with the State of Minnesota financial and accounting payment system, which LANDLORD agrees to provide within thirty days of TENANT's written request.
- e. LANDLORD shall deliver the Leased Premises to TENANT in conformance with the standards described and set forth in Exhibit B, Performance Specifications and Standards, attached and incorporated as part of this Lease Agreement, by the Commencement Date as set forth in Paragraph 3 of this Lease Agreement. Any work LANDLORD performs in the Leased Premises will be substantially complete and the Leased Premises will be in good and clean condition at the time of delivery. If LANDLORD fails to deliver the Leased Premises to TENANT by this date, then the Commencement Date and related obligation to pay rent will be postponed accordingly until LANDLORD delivers possession to TENANT. If the Commencement Date is postponed by one month or more, TENANT shall have the option, in its sole discretion, to (i) postpone the termination date by one month for each month or partial month of postponement of the Commencement Date, or (ii) terminate this Lease Agreement. If the Commencement Date and/or termination date of the Lease are revised pursuant to this paragraph, LANDLORD and TENANT will execute a written lease amendment signed by both parties and setting forth such change.

## 5. TERMINATION.

- a. In the event that the Minnesota State Legislature does not appropriate to the Board of Trustees of the Minnesota State Colleges and Universities funds necessary for the continuation of this Lease Agreement, or if the Governor unallots funds necessary for the continuation of this Lease Agreement, or in the event that Federal funds necessary for the continuation of this Lease Agreement are withheld for any reason, this Lease Agreement may be terminated by TENANT upon giving thirty (30) days written notice.
- b. Consistent with Minnesota Statutes, Section 16B.24, Subdivision 6, this Lease Agreement is subject to cancellation upon thirty (30) days written notice by TENANT for any reason except lease of other non-state-owned land or premises for the same use.
- c. TENANT covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LANDLORD. Any furnishings, equipment, trade fixtures and technology installed by TENANT for its own use, including but not limited to movable partitions, shelving units, projection screens, wireless internet service, and audio-video equipment attached to the Leased Premises by TENANT, shall remain the property of

TENANT unless TENANT chooses not to remove them. TENANT shall have the option to remove the above equipment or fixtures at the expiration or termination of the Lease Agreement or any extension thereof, even though said equipment or fixtures are attached to the Leased Premises, and may enter the Leased Premises for this purpose for a period of five (5) business days following the termination of the Lease.

## 6. BUILDING PERFORMANCE SPECIFICATIONS AND STANDARDS.

LANDLORD shall deliver and maintain the Building consistent with the performance specifications and standards attached and incorporated as **Exhibit B** as part of this Lease Agreement.

## 7. OPERATING EXPENSES AND SERVICES.

- a. Operating Expenses for a Gross Lease: LANDLORD shall bear the cost of all typical costs and expenses paid to operate and maintain a commercial building, collectively referred to as Operating Expenses, as set forth in Paragraph 4.b. above.
- b. Energy Conservation: In the event any kind of energy conservation measures are enacted or required by State or Federal authority, it is hereby agreed that LANDLORD shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, gas, electricity, water and all the sources of energy required to provide said service.
- c. Exterior Lighting: LANDLORD shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- d. ADA Accessibility Guidelines: LANDLORD agrees to provide and maintain the Leased Premises and the Building consistent with accessibility and facilities meeting code requirements for persons with disabilities, including but not limited to, Title II and III of the Americans with Disabilities Act (ADA) as may be amended from time to time, all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- e. Management: LANDLORD agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, as issued by any federal, state, or local political subdivisions having jurisdiction and authority in connection with said property, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements. LANDLORD shall use commercially reasonable efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

**8. ACCESS TO PREMISES.**

TENANT shall allow access to the Leased Premises by LANDLORD or its authorized representatives at any reasonable time during the life of this Lease Agreement for the purpose of operation, maintenance, inspection, display and repairs of the Leased Premises or the Building, upon reasonable advance notice.

**9. ASSIGNMENT AND SUBLEASE.**

TENANT shall not assign, sublet, or otherwise transfer its interest in this Lease Agreement without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld. LANDLORD will be deemed to consent to an assignment, sublease or transfer if LANDLORD fails to respond within thirty (30) days of written request to LANDLORD's notice address. TENANT reserves the right to assign, sublet, or otherwise transfer its interest in this Lease Agreement without the prior written consent of LANDLORD within its own system, as now or may be established under the jurisdiction of the Minnesota State Colleges and Universities. In addition, no transfer of custodial control between Minnesota State system institutions, State agencies or renaming of a State agency will constitute an assignment

**10. ALTERATION TO PREMISES.**

TENANT shall make no alterations, additions, or changes in the Leased Premises with a cost in excess of \$500, without the advance written consent of LANDLORD which such consent shall not be unreasonably withheld.

**11. MAINTENANCE AND REPAIRS.**

- a. Maintenance: LANDLORD shall maintain in working condition and good repair, all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- b. Heating, Ventilation, and Air Conditioning (HVAC) Maintenance. LANDLORD shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by TENANT. LANDLORD shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).
- c. Repairs: LANDLORD shall be responsible for all structural components, including roof, building envelope, and foundation, and all common areas of the Building, and shall perform such maintenance and make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that LANDLORD shall not be responsible for repairs upon implements or articles which are the personal property of TENANT. LANDLORD will be responsible to repair and maintain the Leased Premises, including interior walls, ceilings, windows and doors.

- d. Janitorial Service: LANDLORD shall provide janitorial services and supplies to the Leased Premises and common areas of the Building.
- e. Snow Removal: LANDLORD shall keep the public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow, ice and debris, including the parking lot. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m., unless snow or wind conditions make this impractical. If the snow and ice removal is not completed by 6:30 a.m., LANDLORD will make every effort to complete the snow removal as soon as possible.

## 12. DELIVERY OF LEASED PREMISES:

LANDLORD covenants that it will deliver the Leased Premises to TENANT in a clean and sanitary condition with all systems, services, appurtenances, and leasehold improvements (if applicable) included within the scope of this Lease Agreement in effect and in good running order and that are in compliance with all applicable laws, ordinances, and regulations of any governmental authority having jurisdiction, including, without limitation, the Americans with Disabilities Act.

## 13. EXPANSION SPACE.

In the event TENANT leases any additional space elsewhere in the Building, the rent for said space shall be calculated at the finished office space rate per square foot per year that is in effect under this Lease Agreement at that time, or at the publicly advertised rate per square foot per year for similarly finished office space in the Building at that time, whichever is lower. LANDLORD shall provide improvements to the expansion space comparable to the improvements provided to the space leased under this Lease Agreement. An amendment to this Lease Agreement shall be executed setting forth the amount of such expansion space, the effective date of TENANT's right of occupancy, and the amount of additional rent that shall be due and payable to LANDLORD.

## 14. NET USABLE SPACE MEASUREMENTS.

The LANDLORD represents that it has based the Leased Premises space calculation on an area measurement by an architect or professional qualified to measure interior building areas based on the following standard of measurement. For purposes of this Lease Agreement, the area of the Leased Premises shall match the following standard, which shall be based on measuring to the inside finished surface of exterior walls, to the inside finished surface of building corridor and other permanent walls or to the centerline partition of walls separating the Leased Premises from other tenant space or common area space. If more than 50% of an exterior wall is glass, the dimension is taken from the interior glass line; otherwise, to the interior finished surface. Vertical shafts, elevators, stairwells, flues, pipe shafts, dock areas, mechanical rooms, and utility and janitor rooms that serve more than the Leased Premises shall be excluded. Restrooms, corridors, lobbies and receiving areas which are accessible to the general public or used in common with other tenants are also excluded. No deductions are made for columns, pilasters or other projections to the building if each is less than four



(4) square feet. Prior to the Commencement Date, the TENANT shall have the right at its own expense to hire an architect to determine the actual measurement of the area based on the above standard. If TENANT's architect determines that the area of the Leased Premises is less than what LANDLORD has calculated, Rent due under this Lease shall be adjusted accordingly. In that case, LANDLORD and TENANT shall enter into an amendment to this Lease setting forth the newly calculated Rent amount and adjustments as set forth in Section 4 a.

#### 15. QUIET ENJOYMENT.

TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

#### 16. DESTRUCTION OF LEASED PREMISES.

If the Leased Premises are destroyed or damaged by fire, tornado, flood, civil disorder, or any cause whatsoever, so that the Leased Premises become untenable, the rent shall be abated from the time of such damage and TENANT shall have the option of terminating this Lease Agreement immediately or allowing LANDLORD such amount of time as TENANT deems reasonable to restore the damaged Leased Premises to tenantable condition.

#### 17. INSURANCE.

General Liability and Property Damage Requirements. It shall be the duty of LANDLORD and TENANT to maintain insurance or self-insurance on their own property, both real and personal. For purposes of this Agreement, LANDLORD shall maintain applicable insurance coverage consistent with the coverages outlined on **Exhibit C**, attached hereto and made a part of this Lease Agreement, at LANDLORD's sole expense during the term of this Lease Agreement. LANDLORD and TENANT shall provide each other with evidence of insurance, upon request. Notwithstanding anything apparently to the contrary in this Lease Agreement, LANDLORD and TENANT hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

#### 18. LIABILITY.

LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. TENANT's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, another applicable law.

**19. BUILDING ACCESS.**

LANDLORD shall provide for access to the Leased Premises twenty four (24) hours per day, seven (7) days per week, for authorized employees of TENANT. LANDLORD shall initially provide appropriate types/quantities of Building keys at no charge for TENANT's use based upon TENANT's anticipated occupancy. Additional keys, if needed, shall be promptly provided by LANDLORD upon TENANT's request.

**20. PARKING.**

LANDLORD shall provide *any regular exterior temporary parking for equipment vehicles or any other equipment or exterior storage request* for the use of TENANT, its invitees, licensees and guests. It is understood by LANDLORD and TENANT that there is no additional rental charge for parking provided in this Lease Agreement.

**21. NOTICES.**

All notices, requests, and other communications between LANDLORD and TENANT that are required or that LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

**LANDLORD:**

City of Marshall  
344 West Main Street  
Marshall, MN 56258  
ATTN: City Administrator

**TENANT:**

Minnesota West Community and Technical College  
1011 1<sup>st</sup> Street West  
Canby, MN 56220  
ATTN: President

With a copy to: Minnesota State Colleges and Universities  
ATTN: Real Estate Services  
30 E. 7th Street, Suite 350  
St. Paul, MN 55101

**22. NEW LANDLORD.**

In the event the Leased Premised or the Building shall be sold, conveyed, transferred, assigned, leased or sublet, or if LANDLORD shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to LANDLORD,

proper written notice of such change must be delivered to TENANT as promptly as possible, but in no event shall written notice delivery exceed thirty days. TENANT has no obligation to pay Rent to a new landlord unless it has received written notice of such change. TENANT's "Transfer of Ownership of Lease" document shall be executed by LANDLORD and TENANT in order that TENANT is provided with authorization to issue payments to a new party.

### **23. DEFAULT.**

TENANT shall be in default if: a.) TENANT shall fail to pay monthly rental payment as provided, and such failure continues for a period of ten (10) days after the due date thereof, and if TENANT shall fail to cure such default for more than thirty (30) days after written notice by LANDLORD to TENANT; or b.) TENANT violates or fails to perform other required conditions or covenants of the Lease, and such default continues for thirty (30) days after written notice by LANDLORD to TENANT or if the default is of such character as to require more than thirty (30) days to cure, TENANT shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default. LANDLORD's remedy in such cases shall be to terminate the lease upon providing TENANT with forty-five (45) days written notice. This remedy shall not limit LANDLORD's other remedies available to it under law or equity, but in no event will LANDLORD be entitled to consequential damages.

LANDLORD shall be in default if upon written notice to LANDLORD that LANDLORD has failed to perform any of the terms or provisions of this Lease Agreement, LANDLORD shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, LANDLORD shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default. TENANT may cure such default and any reasonable and actual expenses paid by TENANT shall be paid by LANDLORD to TENANT within ten (10) days after statement therefore is rendered. TENANT shall have a specific right to set-off any such amounts against any rent payments or other amounts due under this Lease Agreement. In lieu of curing said default, TENANT shall have the specific right to set-off against any rent payments or other amounts due under this Lease Agreement any damages incurred through the LANDLORD's breach. This provision in no way limits TENANT's other remedies for breach under common law or this Lease Agreement.

### **24. AUDIT.**

The books, records, documents and accounting procedures and practices of LANDLORD relevant to this Lease Agreement shall be subject to examination by the State and/or Legislative Auditor during normal business hours and after reasonable notice to LANDLORD for a period of six years following termination of the Lease Agreement, or as required by law.

### **25. HUMAN RIGHTS.**

When applicable, LANDLORD certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36, or that it

has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minnesota Statutes, Section 363A.36.

## **26. SIGNS.**

LANDLORD will provide TENANT with updated suite identification using building standard signage on the entrance to TENANT'S suite and on the tenant directory in the lobby, if applicable, at LANDLORD's cost. LANDLORD grants TENANT the right to have its name displayed on signage on the front exterior of the Building in a size and location which is in keeping with existing Building exterior signage and meets governmental regulations, at TENANT's cost.

## **27. ENVIRONMENTAL.**

LANDLORD warrants that, to the best of LANDLORD's knowledge there do not, and there will not on the Commencement Date, exist any Hazardous Substance, including mold in, on or about the Leased Premises. LANDLORD has delivered to TENANT complete copies of all reports relating to the environmental condition of the Leased Premises and underlying land in its possession of control, including but not limited to those assessing the presence or absence of Hazardous Substances and violations of or compliance with Environmental Law. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented (such laws are collectively referred to as "Environmental Law"). LANDLORD will defend and indemnify TENANT from any claims, liabilities, penalties, costs, fines, damages, or expenses, including all attorney's fees, which TENANT incurs arising out of the presence of any Hazardous Substances placed, stored, or generated on or about the Leased Premises, except to the extent any such liability arises from the TENANT's own actions.

## **28. CONDEMNATION.**

In the event of a taking of the whole or substantially all of the Leased Premises, this Lease shall terminate on the date of such taking, and the Rent shall be apportioned and paid to the date of such taking. In the event of a taking of less than substantially all of the Premises, at the TENANT's option, this Lease may be terminated by the TENANT upon thirty (30) days written notice. If the TENANT determines not to exercise its option to terminate the Lease,

the Lease shall continue in full force and effect and LANDLORD shall with reasonable diligence commence and complete restoration of the Leased Premises except to the extent made unfeasible by any reduction in area of the Leased Premises caused by such taking. Rent shall be reduced by an amount equal to the proportionate area of the Leased Premises taken, and be further reduced in an equitable amount in respect of any taking of the appurtenances thereto. In the event of any such taking and notwithstanding the termination of this Lease, all damages, awards and payments for the taking will belong to the LANDLORD regardless of the basis upon which they were made or awarded, except that TENANT will be entitled to any amounts specifically awarded by the condemning authority to TENANT for the value of TENANT's leasehold interest, relocation, damage to TENANT's property or business loss. As used herein, a taking of substantially all of the Leased Premises shall mean a taking of such portion as renders it uneconomical or unfeasible to operate the Leased Premises for the purpose for which the Leased Premises were operated prior to such taking.

## 29. **LANDLORD REPRESENTATIONS.**

LANDLORD represents and warrants that it is the owner in fee simple of the Building and underlying real property. LANDLORD represents that entering into this Lease will not cause LANDLORD to violate any other agreement to which LANDLORD is a party. LANDLORD represents that a certificate of occupancy has been issued for the Building, and that to its knowledge, the Building is in compliance with all federal, state or local laws and regulations, including local zoning ordinances.

## 30. **ENTIRE AGREEMENT.**

The Lease Agreement documents, which constitute the entire Lease Agreement between the parties except for agreed upon written amendments issued after execution of this Lease Agreement, are enumerated as follows:

- Lease Agreement
- **EXHIBIT A**, Leased Premises
- **EXHIBIT B**, Performance Specifications and Standards
- **Any Subsequent amendments, addendum properly executed by the parties.**

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed intending to be bound thereby.

**APPROVED:**

LANDLORD certifies that the appropriate person(s) have executed the contract on behalf of LANDLORD as required by applicable articles, by-laws, resolutions, or ordinances.

**LANDLORD: City of Marshall**

DocuSigned by:  
By: Robert Byrnes  
3645D02B465C439...  
Robert J Byrnes

Title: Mayor

Date: 5/11/2021 | 3:08:49 PM CDT

**LANDLORD: City of Marshall**

DocuSigned by:  
By: Karla Drown  
51D42037CEG648C...  
Karla Drown

Title: Finance Director

Date: 5/11/2021 | 4:18:46 PM CDT

**TENANT: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF MINNESOTA WEST COMMUNITY AND TECHNICAL COLLEGE**

DocuSigned by:  
By: Jodi Landgaard  
54A3B4EC451A43A...  
Jodi Landgaard

Title: VP of Finance & Facilities

Date: 5/12/2021 | 8:54:29 AM CDT

**VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

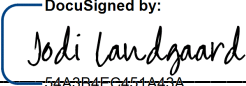
Expenditure Authorization Entered

DocuSigned by:  
By: Jodi Landgaard  
54A3B4EC451A43A...  
Jodi Landgaard

Title: VP of Finance & Facilities

Date: 5/12/2021 | 8:54:29 AM CDT

**AS TO FORM AND EXECUTION**

DocuSigned by:  
  
By: \_\_\_\_\_  
Jodi Landgaard  
Title: VP of Finance & Facilities  
Date: 5/12/2021 | 8:54:29 AM CDT



**EXHIBIT B: PERFORMANCE SPECIFICATIONS AND STANDARDS**

1. Electrical Service: LANDLORD shall provide adequate electrical service, including electrical outlets, to the Leased Premises for normal office use, and to the Building in which the Leased Premises is a part.
2. Lighting: LANDLORD shall provide the Leased Premises with overhead lighting in accordance with TENANT's construction plans. LANDLORD to re-lamp light fixtures and replace light ballasts as needed.
3. Heating and Cooling: LANDLORD warrants that the Leased Premises is served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by TENANT of all thermostats and other climate control devices, such as the opening and closing of blinds, doors and vents within the Leased Premises. For purposes hereof, the acceptable ranges of temperature are as follows:
  - a. From October 1 through April 30, between 68 and 74 degrees.
  - b. From May 1 through September 30, between 72 and 76 degrees.
4. Ventilation
  - a. LANDLORD shall provide a minimum of 20 cubic feet of outdoor fresh air per minute per person in the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62-1989. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have a minimum filtration efficiency rating of 30 percent as measured by ASHRAE Standard 52-92 Atmospheric Dust Spot Efficiency Rating. If air filters are used, LANDLORD shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.
  - b. Where there is a secondary filtration system, such as buildings with heat pumps, the secondary filtration system shall have a minimum filtration efficiency rating of ten (10) percent as measured by ASHRAE Standard 52-92 Atmospheric Dust Spot Efficiency Rating. If air filters are used, LANDLORD shall change the filters at least two (2) times per year, or more often if required.
  - c. LANDLORD shall remove and replace any building material with visible or detected evidence of water infiltration or mold growth.
5. Restrooms: LANDLORD shall provide the Leased Premises with separate restroom facilities for both men and women. Such facilities shall either be situated within the Leased Premises or easily accessible thereto. LANDLORD warrants that said restrooms are in compliance with the Americans with Disabilities Act (the "ADA") requirements.
6. Sustainable Building Guidelines: LANDLORD agrees, when feasible, to follow the State of Minnesota Sustainable Building Guidelines ([www.msdcg.umn.edu](http://www.msdcg.umn.edu)) for maintenance and improvements to the Leased Premises. Feasibility shall be determined by LANDLORD, in

its sole discretion, and consider such factors as long term costs and benefits over the term of the lease, performance, aesthetics, material/labor availability and impact on building valuation. Application of the guidelines for future changes to the Leased Premises shall be at TENANT's discretion and expense.

7. Fire Safety: LANDLORD shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.
8. Trash Removal: LANDLORD shall provide the Leased premises with a means or system of waste or trash disposal. Consistent with Minn. Stat. 16B.24, subd. 6(d), LANDLORD shall provide space for recyclable materials. LANDLORD shall, at its expense, provide recycling services, including transporting recycling barrels from the Leased Premises to a holding area as mutually agreed to by the parties.
9. Common Areas: LANDLORD shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, including stairways, elevators, lobbies, and hallways, so that such areas shall be safe and reasonably comfortable.
10. Environmental. LANDLORD shall ensure that hazardous materials or toxic substances, consistent with Paragraph 30 of this Lease Agreement, do not currently exist in, and will not be incorporated in the Landlord's Work in, the Leased Premises.
11. Telecommunications. LANDLORD shall provide, at its expense, the following telecommunications requirements:
  - a. establish and identify the secure location of the minimum point of presence (MPOP) for dial tone and network services provided by the telephone company and/or internet provider;
  - b. provide a clean and secure telecommunications equipment room (or area) on the floor(s) of which the Leased Premises is a part, including dedicated electric power outlet(s) with the necessary required amperage and receptacle type(s), as well as adequate cooling and ventilation.;
  - c. provide all required cabling from the MPOP to the telecommunications panel on the floor of which the Leased Premises is a part for present and future requirements;
  - d. provide secure access for wiring from the telecommunications equipment room (or area) on each floor to each workstation location on the floor;
  - e. identify the access to the building grounding electrode; and
  - f. remove all cable/wiring that does not meet building code and/or is no longer in use.

**EXHIBIT C – GENERAL INSURANCE REQUIREMENTS****POLICY REQUIREMENTS****1. Workers' Compensation Insurance**

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
  - \$100,000 Bodily Injury by Disease per Employee
  - \$500,000 Bodily Injury by Disease Aggregate
  - \$100,000 Bodily Injury by Accident

**2. General Liability Insurance**

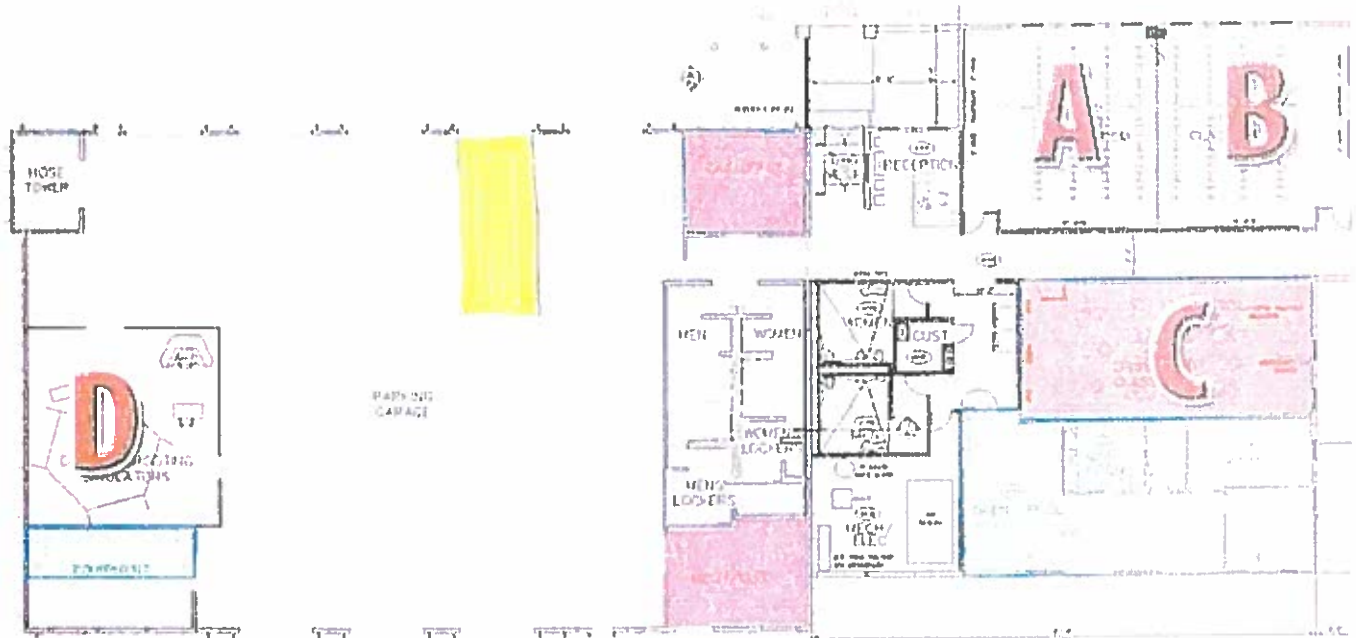
- A. Minimum Limits of Liability:
  - \$2,000,000 – Per Occurrence
  - \$2,000,000 – Annual Aggregate
  - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
  - ☒ Premises and Operations Bodily Injury and Property Damage
  - ☒ Personal & Advertising Injury
  - ☒ Blanket Contractual
  - ☒ Products and Completed Operations
  - ☒ Other; if applicable, please list \_\_\_\_\_
  - ☒ State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

**Additional Insurance Conditions**

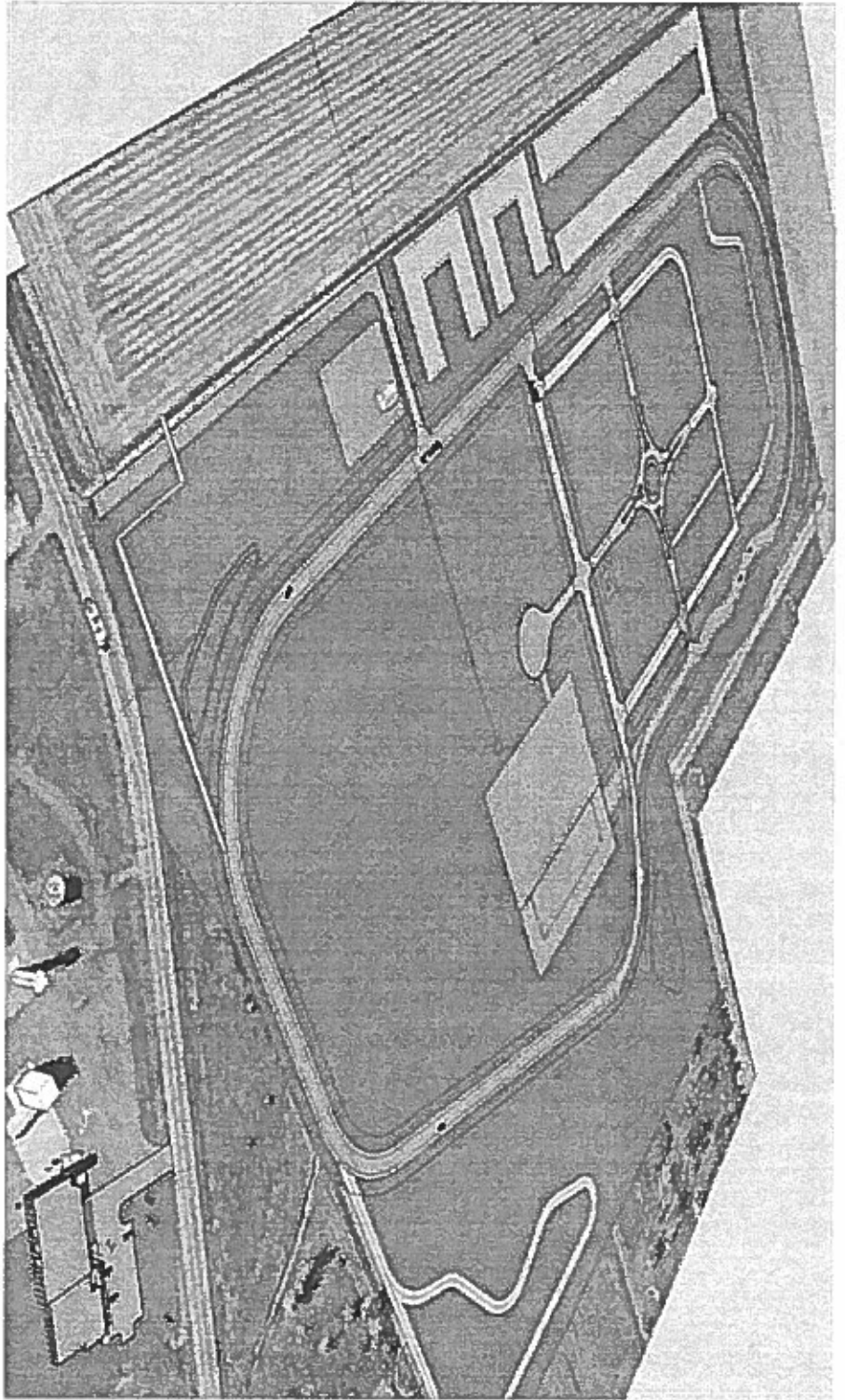
- LANDLORD's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the LANDLORD's performance under this Lease Agreement.
- LANDLORD agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless TENANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- LANDLORD is responsible for payment of Lease Agreement related insurance premiums and deductibles.
- If LANDLORD is self-insured, a Certification of Self-Insurance must be attached.
- LANDLORD's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- LANDLORD shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the LANDLORD's policy limits to satisfy the full policy limits required by the Lease Agreement.

LEASE NO. T-209-1601

# Exhibit A



<http://mericenter.com/wp-content/uploads/2015/11/expansion.jpg>



**Certificate Of Completion**

Envelope Id: 246E57D843D24C0184BE97F731CA39ED

Status: Completed

Subject: Signature request on Contract MERIT Center Lease FY22/23

Source Envelope:

Document Pages: 18

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Envelope Originator:

Jaggaer Interface

30 7th St E, Ste 350

Saint Paul, MN 55101

contracts@minnstate.edu

IP Address: 199.188.157.82

**Record Tracking**

Status: Original

5/11/2021 2:09:37 PM

Holder: Jaggaer Interface

contracts@minnstate.edu

Location: DocuSign

**Signer Events**

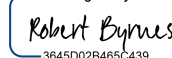
Robert Byrnes

robert.byrnes@ci.marshall.mn.us

Mayor

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:

  
3645D02B465C439...Signature Adoption: Pre-selected Style  
Using IP Address: 216.254.228.103**Timestamp**

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Viewed: 5/11/2021 3:08:05 PM

Signed: 5/11/2021 3:08:49 PM

**Electronic Record and Signature Disclosure:**

Accepted: 5/11/2021 3:08:05 PM

ID: 3d024fbc-a491-4af4-948a-e9aa4bd98f4a

Karla Drown

karla.drown@ci.marshall.mn.us

Finance Director

Security Level: Email, Account Authentication  
(None)

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Viewed: 5/11/2021 4:17:09 PM

Signed: 5/11/2021 4:18:46 PM

**Electronic Record and Signature Disclosure:**

Accepted: 5/11/2021 4:17:09 PM

ID: 7cda7309-11ed-4fa5-ada8-24cbe6aea199

Jodi Landgaard

jodi.landgaard@mnwest.edu

VP of Finance &amp; Facilities

Security Level: Email, Account Authentication  
(None)

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Signed: 5/12/2021 8:54:29 AM

**Electronic Record and Signature Disclosure:**

Accepted: 5/12/2021 8:54:03 AM

ID: 82d4bacc-ffe1-4898-afd5-ca938cde1e82

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2021 2:21:21 PM
Certified Delivered	Security Checked	5/12/2021 8:54:03 AM
Signing Complete	Security Checked	5/12/2021 8:54:29 AM
Completed	Security Checked	5/12/2021 8:54:29 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Minnesota State Colleges and Universities:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

#### **To advise Minnesota State Colleges and Universities of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Minnesota State Colleges and Universities**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Minnesota State Colleges and Universities**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

## CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, May 25, 2021																				
Category:	CONSENT AGENDA																				
Type:	ACTION																				
Subject:	Call for a Public Hearing Regarding Proposed Property Tax Abatement at 600 Elizabeth St.																				
Background Information:	<div>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.</div> <div><div>27-143055-0</div><div>Scott &amp; Lisa Mauch</div><div>600 Elizabeth St.</div></div> <table><tr><th colspan="3">HOMESTEAD TAX RATE</th></tr><tr><td>2021 prebuild raw land value</td><td>2021 post build total value</td><td>Difference of improvement</td></tr><tr><td>32,700</td><td>\$ 346,200.00</td><td>\$ 313,500.00</td></tr><tr><td>taxes @ 2021 rates</td><td>taxes @ 2021 rates</td><td></td></tr><tr><td>\$ 117.00</td><td>\$ 2,026.00</td><td>\$ 1,909.00</td></tr><tr><td colspan="3">city portion only</td></tr></table>			HOMESTEAD TAX RATE			2021 prebuild raw land value	2021 post build total value	Difference of improvement	32,700	\$ 346,200.00	\$ 313,500.00	taxes @ 2021 rates	taxes @ 2021 rates		\$ 117.00	\$ 2,026.00	\$ 1,909.00	city portion only		
HOMESTEAD TAX RATE																					
2021 prebuild raw land value	2021 post build total value	Difference of improvement																			
32,700	\$ 346,200.00	\$ 313,500.00																			
taxes @ 2021 rates	taxes @ 2021 rates																				
\$ 117.00	\$ 2,026.00	\$ 1,909.00																			
city portion only																					
Fiscal Impact:	NA																				
Alternative/ Variations:	NA																				
Recommendations:	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 SCOTT & LISA MAUCH

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 June 8, 2021 to be held at 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. 27-143055-0. The approximate amount of assistance is \$3,818 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.

May 25, 2021

Kyle Box  
City Clerk

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval for a Transient Merchant License for KT's Fireworks.
<b>Background Information:</b>	Attached is a Transient Merchant License application from KT's Fireworks to sell Minnesota approved Safe and Sane Fireworks in the HyVee parking lot located at 900 East Main Street. This license will expire on July 23, 2021. Their application indicates that they will be selling fireworks from June 23 – July 4, 2021.
<b>Fiscal Impact:</b>	\$30
<b>Alternative/ Variations:</b>	None Recommended.
<b>Recommendations:</b>	To approve the Transient Merchant License for KT's Fireworks.

Travis and Katie Prill  
dba KT's Fireworks  
3076 210<sup>th</sup> St  
Tracy, MN 56175  
920-360-1498  
[ktsfireworks@outlook.com](mailto:ktsfireworks@outlook.com)

May 4, 2021

To City Leaders,

Travis and Katie Prill dba KT's Fireworks is asking for approval of a Transient Merchant License.

Our intention is to sell fireworks legal in the State of Minnesota between the dates of June 23, 2021 through July 4, 2021. Sales times ranging from 8 A.M. to 10 P.M.

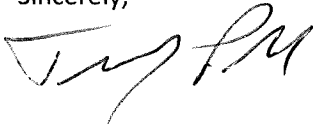
Selling will take place in the HyVee parking lot at 900 East Main St. A small tent will be placed in the parking lot at the Southeast corner of the store. (see site map for location details)

Signs for "No Smoking", "No Discharge of Fireworks within 300 ft", and required age limits will be posted. Social distancing and mask requirements will be posted per guidelines at time of sale and per HyVee store requirements. Minimum of 2 fire extinguishers will be always available. All product will be removed from the tent and the premise nightly.

KT's Fireworks has the required \$5000 Bond along with Product Liability and Premise Liability coverage limits of \$1,000,000.

If there are any further questions, please do not hesitate the call us at 920-360-1498.

Sincerely,



Travis Prill  
Owner  
KT's Fireworks  
[ktsfireworks@outlook.com](mailto:ktsfireworks@outlook.com)



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of a Temporary On-Sale Intoxicating Liquor License for Holy Redeemer Church for August 18, 2021.
<b>Background Information:</b>	Attached is an application for a Temporary On-Sale Liquor License for Holy Redeemer Church for August 18, 2021 to use at Lyon County Fairgrounds, 504 Fairgrounds Rd, Marshall, MN.
<b>Fiscal Impact:</b>	Waived (Paid for at a previous event that was canceled)
<b>Alternative/ Variations:</b>	Not acknowledge this permit.
<b>Recommendations:</b>	To approve a Temporary On-Sale Liquor License for the Holy Redeemer Church for August 18, 2021 to use at Lyon County Fairgrounds, 504 Fairgrounds Rd, Marshall, MN.



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 1600, St. Paul, MN 55101  
651-201-7507 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Holy Redeemer Church		Date organized	Tax exempt number
Address 503 W Lyon St		City Marshall	State Minnesota
		Zip Code 56258	
Name of person making application Fr. Anthony Stubeda		Business phone 507-532-5711	Home phone 507-532-5711
Date(s) of event August 18, 2021	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Fr. Anthony Stubeda	City Marshall	State MN	Zip Code 56258
Organization officer's name Doug Olsem	City Marshall	State MN	Zip Code 56258
Organization officer's name Michelle Full	City Marshall	State MN	Zip Code 56258
Location where permit will be used. If an outdoor area, describe. Lyon Co. Fairgrounds 504 Fairgrounds Rd, Marshall, MN 56258			

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

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

**APPROVAL**

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Please Print Name of City Clerk or County Official

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

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

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

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider three LG220 Application for Exempt Permits for Holy Redeemer Church.
<b>Background Information:</b>	Attached are three application for Exempt Permit for Holy Redeemer Church for events to be held on August 18, 2021 at Lyon County Fairgrounds, September 25, 2021 at Holy Redeemer Church, and December 31 at Holy Redeemer Parish Office.
<b>Fiscal Impact:</b>	There is no City fee for this permit.
<b>Alternative/ Variations:</b>	Not acknowledge this permit.
<b>Recommendations:</b>	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to Holy Redeemer Church to hold a raffle on August 18, 2021 at Lyon County Fairgrounds, September 25, 2021 at Holy Redeemer Church, and December 31 at Holy Redeemer Parish Office, 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

**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: Holy Redeemer Church

Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED]

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

Mailing Address: 503 W. Lyon St

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

Name of Chief Executive Officer (CEO): Fr. Anthony J. Stubeda

CEO Daytime Phone: 507-532-5711 CEO Email: astubeda@holy-redeemer.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): Lyon Co. Fairgrounds

Physical Address (do not use P.O. box): 504 Fairgrounds Rd

Check one:

☒ City: Marshall Zip: 56258 County: Lyon  
☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): August 18, 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 devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

# LG220 Application for Exempt Permit

11/17  
Page 2 of 2

## 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.)

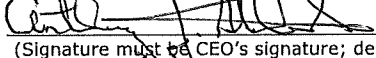
Print Township Name: \_\_\_\_\_

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: 4/27/2021

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

Print Name: Fr. Anthony J. Stubeda

## 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)).

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 Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

## 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.

This form will be made available in alternative format (i.e. large print, braille) upon request.

**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: Holy Redeemer Church

Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED]

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

Mailing Address: 503 W Lyon St

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

Name of Chief Executive Officer (CEO): Fr. Anthony J Stubeda

CEO Daytime Phone: 507-532-5711 CEO Email: astubeda@holy-redeemer.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): lnelson@holy-redeemer.com

**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): Holy Redeemer Church

Physical Address (do not use P.O. box): 501 W, Lyon St

Check one:

☒ City: Marshall Zip: 56258 County: Lyon

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): September 25, 2021

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

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

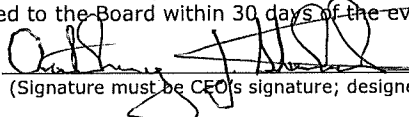
**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized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

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

<b>CITY APPROVAL</b> <b>for a gambling premises</b> <b>located within city limits</b>	<b>COUNTY APPROVAL</b> <b>for a gambling premises</b> <b>located in a township</b>
<input checked="checked" type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.	<input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.
Print City Name: _____  Signature of City Personnel: _____  Title: _____ Date: _____	Print County Name: _____  Signature of County Personnel: _____  Title: _____ Date: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <b>The city or county must sign before submitting application to the Gambling Control Board.</b> </div>	
<b>TOWNSHIP (if required by the county)</b> On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)  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: 4/28/21  
 (Signature must be CEO's signature; designee may not sign)

Print Name: Fr. Anthony J. Stubeda

<b>REQUIREMENTS</b>	<b>MAIL APPLICATION AND ATTACHMENTS</b>
<p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>all gambling conducted on two or more consecutive days; or</li> <li>all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b>                      A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board                      1711 West County Road B, Suite 300 South                      Roseville, MN 55113</p> <p><b>Questions?</b>                      Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>

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

**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: Holy Redeemer Church

Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED]

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

Mailing Address: 503 W Lyon St

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

Name of Chief Executive Officer (CEO): Fr. Anthony J Stubeda

CEO Daytime Phone: 507-532-5711 CEO Email: astubeda@holy-redeemer.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): lnelson@holy-redeemer.com

**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): Holy Redeemer Parish Office

Physical Address (do not use P.O. box): 503 W, Lyon St

Check one:



City: Marshall

Zip: 56258

County: Lyon



Township: \_\_\_\_\_

Zip: \_\_\_\_\_

County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): December 31, 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 devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



# LG220 Application for Exempt Permit

11/17  
Page 2 of 2

## 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.)

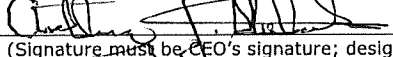
Print Township Name: \_\_\_\_\_

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: 4/28/21

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

Print Name: Fr. Anthony J. Stubeda

## 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)).

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 Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

## 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.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Approve out of state travel
<b>Background Information:</b>	<p>The Minnesota State Fire Marshal Division has a Youth Fire Prevention Interventionist (YFPI) team that is under the direction of Deputy State Fire Marshal Kathi Osmonson, who is a Youth Fire Prevention Specialist within the division. This team, under her direction, consists of 12 volunteer YFPI that cover regions around the state. The YFPI for our region covers 16 counties in SW Minnesota. This individual, from our region, is retiring from the fire service and Deputy State Fire Marshal Osmonson called Fire Chief Brunsvold to ask if anybody from the Marshall Fire Department would be interested in fulfilling this volunteer role for the retiring individual. Chief Brunsvold asked Mike Larson, who is a mental health professional on the department and he has accepted this role on this team after consultation with Marshal Osmonson.</p> <p>There is training that will need completion in order for him to begin accepting cases in our region. Firefighter Larson applied, and accepted, for the pilot class of <i>the Youth Firesetting and prevention</i> class that is an in-person class, at the U.S Fire Administration campus in Emmetsburg, Maryland. There is no cost to the city for lodging, airfare and travel to get to or from the class. There will be additional certifications that will need attaining after this training, but this is the first step in order to make this happen. This is an extremely beneficial resource to have right here on our department, which brings extreme value in the event of having any youth fire setting cases in our city.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	Approve the out of state travel



U.S. Fire Administration  
Working for a fire-safe America

[Training](#)[Prevention](#)[Data](#)[Operations](#)[Grants](#)[EMSWUI](#)

[Home](#) / [Training & Professional Development](#) / [National Fire Academy](#) / [NFA](#)  
[Courses, Catalogs & Schedules](#) / **Youth Firesetting Prevention and**  
**Intervention P0629**

# Youth Firesetting Prevention and Intervention P0629

Curriculum: [Fire Prevention: Management](#) [Fire Prevention: Public Education](#)

TRAINING SPECIALIST

[Michael Weller](#)

301-447-1476

DELIVERY TYPE

**6-day on-campus**

CONTINUING EDUCATION UNITS

**0.0**

ACE RECOMMENDATION

There is not an American Council on Education credit recommendation for this course.

This 6-day course provides students with the knowledge and skills necessary to identify children and adolescents involved in firesetting.

The course addresses how to establish programs to meet the needs of these youths and their families. Skills essential to meet the Youth Firesetting Intervention Professional Standard which is part of National Fire Protection Association 1035, Standard for Professional Qualifications for Fire and Life Safety Educator, Public Information Officer, and Youth Firesetter Intervention Specialist and Youth Firesetter Program Manager are discussed and practiced throughout the course.

The course framework guides practitioners through the process of developing a comprehensive strategy to combat the misuse of fire and incendiary devices by juveniles. The course focuses on how identification, intake, screening, disposition and follow-up are used to mitigate youth firesetting behavior. It also empowers students with knowledge on how to develop, implement and evaluate a youth firesetting prevention and intervention program. Students visit a local residential treatment program for youth firesetting.

Note: There is a pre-course assignment students should bring to class (please see the Student pre-course materials).

## Selection criteria

Individuals must have (or will have) responsibilities related to the investigation and prevention/intervention of youth firesetting incidents at the local, state or national level. Students may include firefighters, public education specialists, fire investigators, public and mental health officials, hospital and university staff, juvenile justice and social services, law enforcement and school officials.

Priority will be given to two or more members of a jurisdiction applying together who have or will have responsibilities related to youth firesetting prevention and intervention. One of the members must be from the fire service. The other applicant may be from the fire service, law enforcement, mental health, social services, juvenile justice, schools, hospitals, universities or other agencies involved in youth firesetting prevention and intervention.

## Prerequisites

Incident Command System (ICS)-100-level and ICS-200-level training. Preferred courses are Q0462 and Q0463, available through [NFA Online](#). Chief's signature attests that the applicant has completed this required training.

## Post-course requirements

None

## Upcoming offerings

Dates	Availability	Location
July 18 - 23, 2021		Emmitsburg, Maryland

# Youth Fire Intervention Team Mission Statement

The Minnesota Youth Fire Intervention Team's mission is to identify youth who misuse fire and provide prompt intervention, including referrals as necessary, in order to reduce the incidence of youth-set fires.

Minnesota State Fire Marshal Division

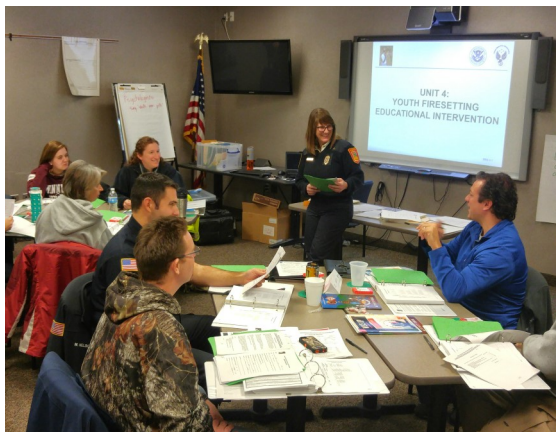
445 Minnesota Street #145, St. Paul, MN 55101



# Youth Fire Intervention Program

Program Overview





## What is Youth Fire Intervention?

A child who starts a fire needs help. Firesetters are often experiencing some kind of trauma, from abuse to bullying to family changes. The child may suffer from undiagnosed behavioral disorders or simply be imitating adult behavior. Regardless of the reason, children die in fires that they start themselves every year.

### The Process

Once YFIT is activated, a youth fire intervention specialist will meet with the family. They use a front-line screening tool to determine the best intervention strategy. Every family is different and interventions are tailored to the needs of the child and the family. Common intervention strategies include:

- Fire science education
- Mental health referral
- Restorative justice

## YFIT Specialists

Youth Fire Intervention Team Specialists are highly trained, dedicated professionals. They attend National Fire Academy 2-day trainings on the local level. They also attend continuing education to stay current on effective intervention strategies. Most of the specialists are certified through the Minnesota Fire Service Certification Board (MSFCB).

There are specialists available to provide intervention services throughout the state of Minnesota.

***YFIT specialists are dedicated professionals who are well trained to provide youth fire intervention services. Specialists are located throughout the state of Minnesota***

### Effectiveness of Intervention

Children are naturally interested in fire. They are highly influenced by the media portraying fire inaccurately. Firesetting may seem normal to some children and families who don't understand how deadly fire is. Intervention effectively stops the deadly behavior.

*"With intervention 97% of firesetters will not repeat the behavior ~ Without intervention, 36% will continue starting fires".*

## Contact Us

Youth Fire Intervention Team  
763-280-4609

[kathi.osmonson@stae.mn.us](mailto:kathi.osmonson@stae.mn.us)

## Referring a Child

Referring a child to the Youth Fire Intervention program is simple, all you need to do is call the duty officer or the Youth Fire Intervention coordinator at 763-280-4609 or

[kathi.osmonson@state.mn.us](mailto:kathi.osmonson@state.mn.us)

The coordinator will share your contact information with the regional program manager who will contact with the family directly. They will set up a meeting with the family and start the intervention process.

*"Referring a child to the Youth Fire Intervention program is simple"*

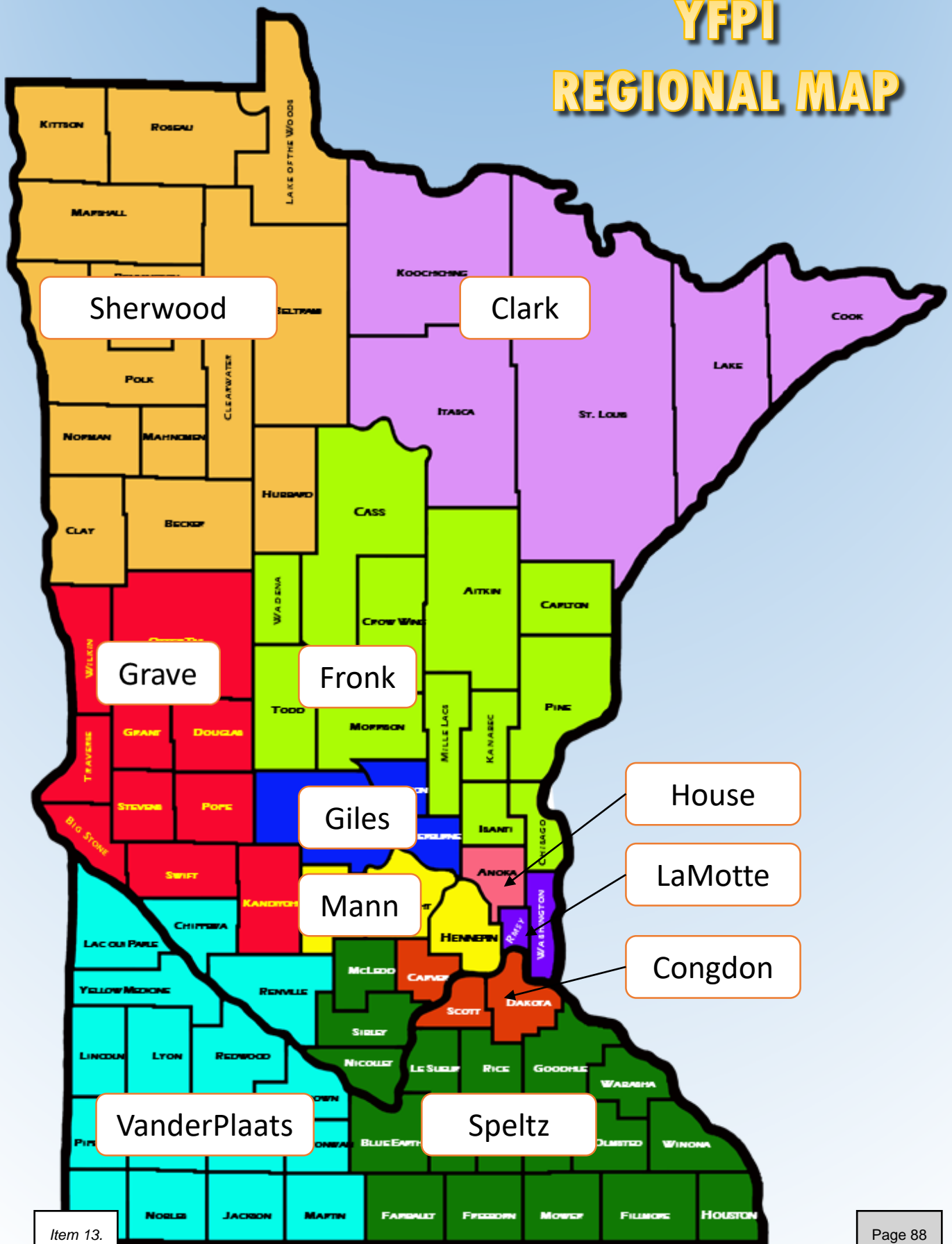
**If you are interested in joining the youth fire intervention team, please contact the youth fire intervention coordinator at 762-280-4609 or**

[kathi.osmonson@state.mn.us](mailto:kathi.osmonson@state.mn.us)



ted homework assignments

# YFPI REGIONAL MAP





## YFPI Regional Program Managers

Clark, Chris	(218) 410-1214	<a href="mailto:cclark@virginiamn.us">cclark@virginiamn.us</a>
Congdon, Tim	(715) 781-1967	<a href="mailto:TCongdon@southmetrofire.org">TCongdon@southmetrofire.org</a>
Giles, Randy	(320) 241-0333	<a href="mailto:randall.giles@ci.stcloud.mn.us">randall.giles@ci.stcloud.mn.us</a>
Grave, Matt	(507) 430-4253	<a href="mailto:mleegrave@yahoo.com">mleegrave@yahoo.com</a>
House, Nick	(763) 238-8647	<a href="mailto:NHouse@coonrapidsmn.gov">NHouse@coonrapidsmn.gov</a>
LaMotte, Kip	(651) 288-4121	<a href="mailto:Kip.LaMotte@newbrightonmn.gov">Kip.LaMotte@newbrightonmn.gov</a>
Mann, Sarah	(612) 655-8585	<a href="mailto:Hennepincountyyfpi@gmail.com">Hennepincountyyfpi@gmail.com</a>
Sherwood, Justin	(218) 368-9011	<a href="mailto:jsherwood@ci.bemidji.mn.us">jsherwood@ci.bemidji.mn.us</a>
Speltz, Andy	(651) 385-3694	<a href="mailto:andy.speltz@ci.red-wing.mn.us">andy.speltz@ci.red-wing.mn.us</a>
VanderPlaats, Bill	(507) 215-1616	<a href="mailto:plaats@iw.net">plaats@iw.net</a>
Zeien, Cory	(218) 821-7773	<a href="mailto:corynmissy@hotmail.com">corynmissy@hotmail.com</a>
<b>Tribal – Monte Fronk</b>	(320) 362-0435	<a href="mailto:monte.fronk@millelacsband.com">monte.fronk@millelacsband.com</a>

## Coordinators

Bob Reif	(612) 590-8218	<a href="mailto:robert.reif@state.mn.us">robert.reif@state.mn.us</a>
Kathi Osmonson	(763) 280-4609	<a href="mailto:kathi.osmonson@state.mn.us">kathi.osmonson@state.mn.us</a>



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Request of Southwest Minnesota State University for Homecoming Parade (Saturday-October 9, 2021).
<b>Background Information:</b>	<p>Attached is a request from Southwest Minnesota State University requesting street closure for the Homecoming Day Parade on Saturday, October 9, 2021. Line-up would begin at 10:00 a.m., with the parade start at 11:00 a.m. and ending at approximately 12:30 p.m. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street and beginning there, proceeding to East Main Street (T.H. 59) northwest to downtown Marshall and ending at 5<sup>th</sup> and 6<sup>th</sup> Streets.</p> <p>If the request is approved by Council, the request will then be submitted to Mn/DOT for their approval and implementation of the detour route. This request has presented no significant public safety problems in the past, and it is not expected to be a problem this year either. The Street Department is responsible for the appropriate barricades and signage. If the request is approved, area public safety agencies will be advised of the event so that they are aware of the road blockage/detour.</p>
<b>Fiscal Impact:</b>	There will be costs involved for overtime for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans not to charge fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council approves the SMSU Homecoming Day Parade on Saturday, October 9, 2021, subject to Mn/DOT approval of the permit.

May 12, 2021

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

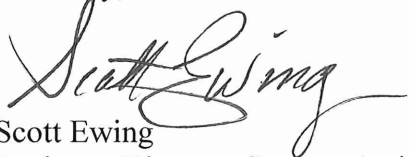
Dear Jason,

As the Southwest Minnesota State University Homecoming Parade Coordinator, I hereby request permission to hold our Homecoming Day Parade on Saturday, October 9, 2021, along the traditional route. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street, the start of the parade. It would proceed to East Main Street (TH59) in a Northwestern path to downtown Marshall and ending at 5<sup>th</sup> and 6<sup>th</sup> Streets. Line-up would begin at 10:00am and the Parade Start at 11:00am, with an estimated 12:30pm end time, if an exceptionally large parade, sooner if normal in size.

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

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

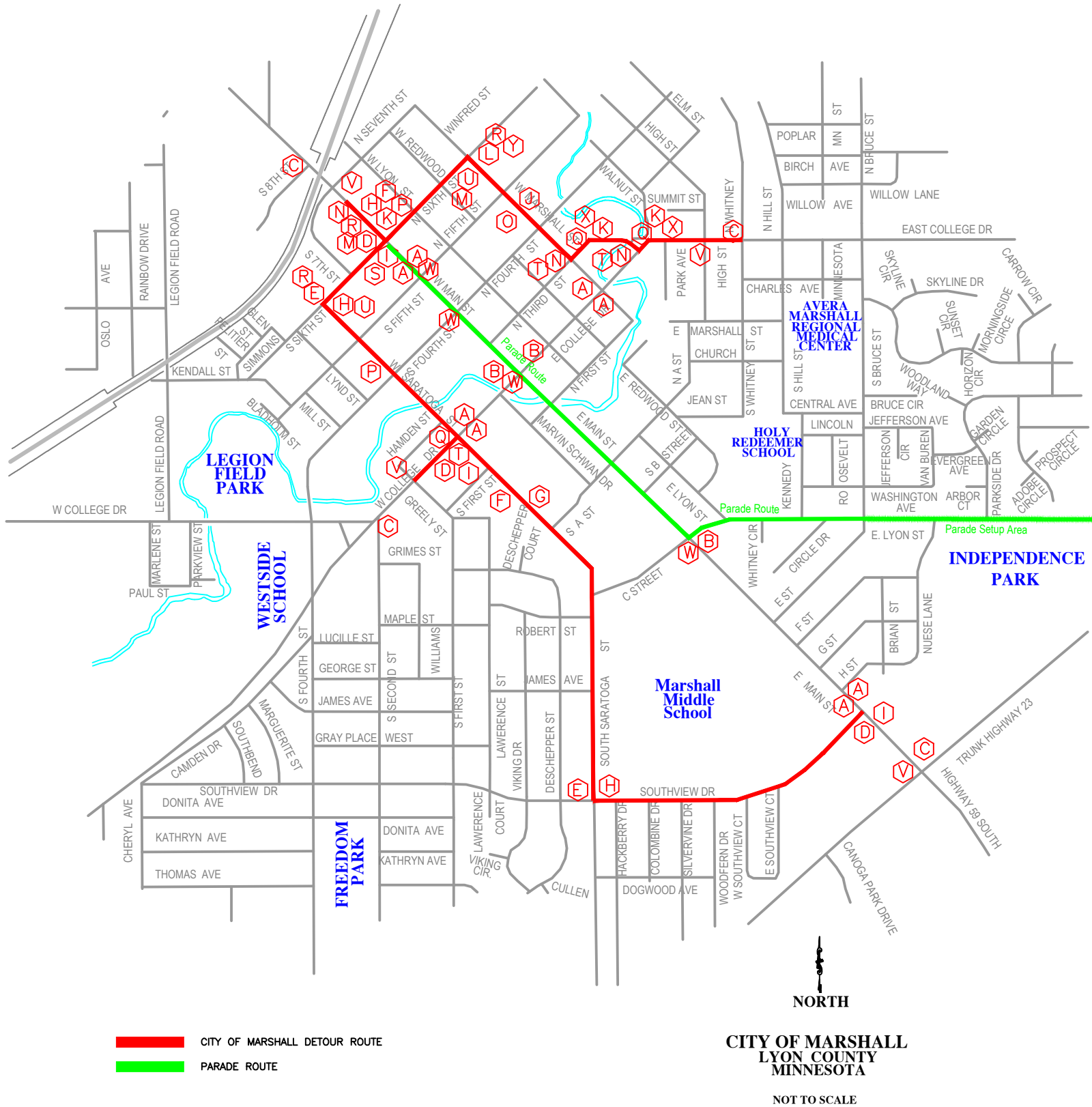
Sincerely,



Scott Ewing  
Assistant Director, Student Activities

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

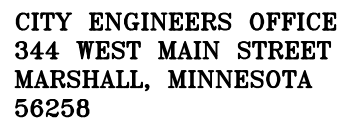
# DETOUR SIGNING PLAN



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

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

*Item 14.*



## SMSU Homecoming Parade

## Detour Plan

## REVISIONS

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

DATE \_\_\_\_\_ REGISTRATION NO. 41557
















DATE  
5/23/2019

DRAWN BY G.J.S.

S.P. NO.

Page 92

Diagram	Sign	Notes
A	ROAD CLOSED	R11-2 G20-2 FLASHERS NOT SHOWN
B	ROAD CLOSED	G20-2 FLASHERS NOT SHOWN
C	DETOUR AHEAD 1500 FEET	W20-2 *1500' FROM INT.
D	DETOUR SOUTH 59	M4-8 M3-3 M1-4 M5-1a (RT)
E	DETOUR SOUTH 59	M4-8 M3-3 M1-4 M5-1a (LT)
F	DETOUR SOUTH 59	M4-8 M3-3 M1-4 M6-3
G	DETOUR NORTH 59	M4-8 M3-1 M1-4 M6-3
H	DETOUR NORTH 59	M4-8 M3-1 M1-4 M5-1a (RT)
I	DETOUR NORTH 59	M4-8 M3-1 M1-4 M5-1a (LT)
J	DETOUR WEST 68	M4-8 M3-4a M1-5a M6-3a
K	DETOUR WEST 68	M4-8 M3-4a M1-5a M5-1a (RT)
L	DETOUR WEST 68	M4-8 M3-4a M1-5a M5-1a (LT)
M	DETOUR EAST 68	M4-8 M3-2a M1-5a M5-1a (RT)
N	DETOUR EAST 68	M4-8 M3-2a M1-5a M5-1a (LT)
O	DETOUR EAST 68	M4-8 M3-2a M1-5a M6-3a
P	DETOUR WEST 19	M4-8 M3-4a M1-5a M6-3a
Q	DETOUR WEST 19	M4-8 M3-4a M1-5a M5-1a (RT)
R	DETOUR WEST 19	M4-8 M3-4a M1-5a M5-1a (LT)
S	DETOUR EAST 19	M4-8 M3-2a M1-5a M6-3a
T	DETOUR EAST 19	M4-8 M3-2a M1-5a M5-1a (LT)
U	DETOUR EAST 19	M4-8 M3-2a M1-5a M5-1a (RT)
V	END DETOUR	M4-8a *500' FROM INT.
W	Police	
X	DETOUR 59	M4-8 M1-4 M5-1a (RT)
Y	DETOUR 59	M4-8 M1-4 M5-1a (LT)

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 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: 05/14/2021 - 05/25/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
5813	ACE HOME & HARDWARE	05/14/2021	Regular	0.00	561.44	118906
5813	ACE HOME & HARDWARE	05/21/2021	Regular	0.00	102.49	118975
6128	ACTION CO LLC	05/14/2021	EFT	0.00	35.00	6704
6128	ACTION CO LLC	05/21/2021	EFT	0.00	35.00	6773
4971	ACTION FLAG CO.	05/14/2021	Regular	0.00	3,455.00	118908
6046	ADVANCED FIRST AID INC.	05/14/2021	EFT	0.00	1,409.00	6705
6412	AG PLUS COOPERATIVE	05/14/2021	EFT	0.00	2,695.00	6706
6412	AG PLUS COOPERATIVE	05/21/2021	EFT	0.00	16.31	6774
0567	ALEX AIR APPARATUS INC	05/14/2021	EFT	0.00	322.09	6707
0575	ALPHA WIRELESS	05/21/2021	EFT	0.00	1,555.00	6775
0578	AMAZON CAPITAL SERVICES	05/14/2021	EFT	0.00	175.42	6708
0578	AMAZON CAPITAL SERVICES	05/21/2021	EFT	0.00	66.38	6776
3761	AMERICAN BOTTLING CO.	05/14/2021	Regular	0.00	89.04	118909
0583	AMERICAN FAMILY LIFE ASSURANCE CO	05/14/2021	EFT	0.00	2,946.84	6709
6775	AMERICAN WATERWORKS	05/14/2021	Regular	0.00	221.48	118910
0658	AP DESIGN	05/14/2021	EFT	0.00	83.50	6711
0658	AP DESIGN	05/21/2021	EFT	0.00	215.00	6777
6721	AQUARIUS WATER CONDITIONING	05/14/2021	Regular	0.00	12.89	118911
6721	AQUARIUS WATER CONDITIONING	05/21/2021	Regular	0.00	27.50	118976
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	05/14/2021	EFT	0.00	100.83	6712
0630	ARCTIC GLACIER	05/14/2021	Regular	0.00	391.15	118912
0630	ARCTIC GLACIER	05/21/2021	Regular	0.00	306.42	118977
5447	ARTISAN BEER COMPANY	05/14/2021	Regular	0.00	1,228.90	118913
5447	ARTISAN BEER COMPANY	05/21/2021	Regular	0.00	1,020.21	118978
6411	BARRELS AND ARROWS LLC	05/14/2021	Regular	0.00	510.00	118914
0688	BELLBOY CORPORATION	05/14/2021	EFT	0.00	2,669.75	6713
0689	BEND RITE FABRICATION INC	05/14/2021	Regular	0.00	104.19	118915
0689	BEND RITE FABRICATION INC	05/21/2021	Regular	0.00	18.75	118979
0699	BEVERAGE WHOLESALERS	05/14/2021	Regular	0.00	75,186.16	118916
0699	BEVERAGE WHOLESALERS	05/21/2021	Regular	0.00	4,212.10	118980
0707	BISBEE PLUMBING AND HEATING INC	05/14/2021	Regular	0.00	382.00	118919
0715	BLADHOLM CONSTRUCTION INC	05/14/2021	Regular	0.00	41,049.00	118920
0724	BOLTON & MENK INC	05/14/2021	EFT	0.00	25,945.00	6714
0726	BORCHS SPORTING GOODS	05/21/2021	EFT	0.00	3,223.00	6778
4457	BREAKTHRU BEVERAGE	05/14/2021	Regular	0.00	9,948.93	118921
4457	BREAKTHRU BEVERAGE	05/21/2021	Regular	0.00	9,281.11	118981
6736	BUELL CONSULTING INC	05/21/2021	Regular	0.00	134.45	118984
0728	BUFFALO RIDGE CONCRETE,INC	05/14/2021	EFT	0.00	2,724.29	6715
6776	BUNJER, CAROLINE	05/14/2021	Regular	0.00	300.00	118924
5352	CAMDEN INSURANCE AGENCY	05/14/2021	Regular	0.00	100.00	118925
0799	CARLOS CREEK WINERY	05/14/2021	Regular	0.00	486.00	118926
0802	CARLSON & STEWART REFRIG INC	05/14/2021	EFT	0.00	418.60	6716
0836	CHARTER COMMUNICATIONS	05/14/2021	EFT	0.00	114.47	6717
6692	CHRISTENSEN BROADCASTING LLC	05/14/2021	EFT	0.00	390.00	6718
6406	COLE WEICK	05/21/2021	Regular	0.00	375.00	118985
0875	COMPUTER MAN INC	05/14/2021	EFT	0.00	2,787.00	6719
0875	COMPUTER MAN INC	05/21/2021	EFT	0.00	36.00	6779
0934	D & G EXCAVATING INC	05/14/2021	EFT	0.00	155,725.61	6720
3819	DACOTAH PAPER CO	05/14/2021	Regular	0.00	524.22	118927
3819	DACOTAH PAPER CO	05/21/2021	Regular	0.00	86.80	118986
0946	DAKOTA MUD JACK	05/21/2021	EFT	0.00	16,665.00	6780
5731	DOLL DISTRIBUTING	05/14/2021	EFT	0.00	43,100.27	6721
5731	DOLL DISTRIBUTING	05/21/2021	EFT	0.00	3,006.70	6781
4126	DOOM & CUYPER CONSTRUCTION	05/14/2021	EFT	0.00	500.00	6722

## Council Check Report

Date Range: 05/14/2021 - 05/25/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1020	DUIINCK BROS., INC.	05/14/2021	EFT	0.00	240.00	6723
1020	DUIINCK BROS., INC.	05/21/2021	EFT	0.00	200.00	6782
3566	ELECTRIC MOTOR CO	05/14/2021	EFT	0.00	1,068.42	6724
4753	ENTERPRISE LEASING CO	05/14/2021	EFT	0.00	147.71	6725
6599	ET ENTERTAINMENT, LLC	05/14/2021	Regular	0.00	775.00	118928
1090	FASTENAL COMPANY	05/14/2021	EFT	0.00	393.21	6726
1090	FASTENAL COMPANY	05/21/2021	EFT	0.00	102.93	6783
3772	FRONTIER PRECISION	05/14/2021	EFT	0.00	4,973.56	6727
4805	FURTHER	05/14/2021	Bank Draft	0.00	9,532.33	DFT0000835
4805	FURTHER	05/14/2021	Bank Draft	0.00	7,542.08	DFT0000840
6758	GAG SHEET METAL INC	05/14/2021	Regular	0.00	30,720.00	118929
1158	GALLS INC	05/14/2021	EFT	0.00	237.60	6728
6478	GOPHER STATE ONE CALL	05/14/2021	EFT	0.00	226.80	6729
1215	GREENWOOD NURSERY	05/21/2021	Regular	0.00	415.08	118987
3760	GROWMARK INC.	05/14/2021	EFT	0.00	491.15	6730
3760	GROWMARK INC.	05/21/2021	EFT	0.00	599.45	6784
6777	HANSON, ALAN & JANE	05/14/2021	Regular	0.00	70.75	118930
1243	HARDWARE HANK	05/14/2021	EFT	0.00	67.96	6731
1243	HARDWARE HANK	05/21/2021	EFT	0.00	6.49	6785
1247	HARTS HEATING & REFRIGERATION INC	05/14/2021	Regular	0.00	252.16	118931
1256	HAWKINS INC	05/14/2021	Regular	0.00	5,810.21	118932
6430	HEARTLAND ELECTRIC, INC	05/14/2021	Regular	0.00	1,072.83	118933
1271	HENLE PRINTING COMPANY	05/14/2021	EFT	0.00	293.16	6732
1271	HENLE PRINTING COMPANY	05/21/2021	EFT	0.00	197.76	6786
6778	HERIGON, RICHARD	05/14/2021	Regular	0.00	28.80	118934
4885	HORIZON COMMERCIAL POOL SUPPLY	05/14/2021	EFT	0.00	2,076.96	6733
1280	HP INC	05/14/2021	Regular	0.00	3,657.24	118935
1325	ICMA RETIREMENT TRUST #300877	05/14/2021	Regular	0.00	50.00	118936
1358	INTERNAL REVENUE SERVICE	05/14/2021	Bank Draft	0.00	25,458.18	DFT0000841
1358	INTERNAL REVENUE SERVICE	05/14/2021	Bank Draft	0.00	23,123.35	DFT0000842
1358	INTERNAL REVENUE SERVICE	05/14/2021	Bank Draft	0.00	7,692.46	DFT0000843
6540	INTERNATIONAL CHEMTEX, LLC	05/21/2021	EFT	0.00	244.64	6787
5329	INTERSTATE ALL BATTERY CENTER	05/21/2021	Regular	0.00	14.40	118988
5017	JIM'S CLOTHING & SPORTING GOODS	05/14/2021	Regular	0.00	1,726.25	118937
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/14/2021	Regular	0.00	38,661.42	118938
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/21/2021	Regular	0.00	4,432.50	118989
3998	JT SERVICES	05/21/2021	EFT	0.00	2,730.00	6788
5095	KIBBLE EQUIPMENT	05/14/2021	EFT	0.00	19,659.31	6734
5095	KIBBLE EQUIPMENT	05/21/2021	EFT	0.00	274.94	6789
5377	KRUK, CHRISTOPHER	05/14/2021	EFT	0.00	341.51	6735
3653	LANGUAGE LINE SERVICES	05/14/2021	EFT	0.00	83.72	6736
6779	LARSON, MICHAEL	05/14/2021	Regular	0.00	141.70	118942
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	05/14/2021	Regular	0.00	213.30	118943
5363	LEXIPOL, LLC	05/21/2021	EFT	0.00	3,680.00	6790
1507	LOCHER BROTHERS INC	05/14/2021	EFT	0.00	1,052.95	6737
1508	LOCKWOOD MOTORS INC.	05/14/2021	Regular	0.00	45.54	118944
1531	LYON COUNTY AUDITOR-TREASURER	05/14/2021	EFT	0.00	278,316.00	6738
1552	LYON COUNTY RECORDER	05/14/2021	EFT	0.00	156.20	6739
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	05/14/2021	Regular	0.00	39.21	118945
1565	MACQUEEN EQUIPMENT INC.	05/21/2021	EFT	0.00	88.72	6791
5459	MAGNEY CONSTRUCTION, INC	05/14/2021	Regular	0.00	134,321.06	118946
1575	MAILBOXES & PARCEL DEPOT	05/21/2021	EFT	0.00	14.51	6792
1604	MARSHALL AREA CHAMBER OF COMMERCE	05/14/2021	EFT	0.00	510.00	6740
3871	MARSHALL GIRL'S HOCKEY BOOSTERS	05/14/2021	Regular	0.00	1,000.00	118947
5335	MARSHALL HS BASEBALL BOOSTERS	05/14/2021	Regular	0.00	825.00	118948
4922	MARSHALL HS GIRLS TRACK & FIELD BOOSTERS	05/14/2021	Regular	0.00	967.50	118949
1623	MARSHALL INDEPENDENT, INC	05/21/2021	Regular	0.00	1,754.30	118990
6018	MARSHALL M CLUB	05/14/2021	Regular	0.00	705.00	118950
1633	MARSHALL MUNICIPAL UTILITIES	05/14/2021	EFT	0.00	9,742.00	6741
1633	MARSHALL MUNICIPAL UTILITIES	05/21/2021	EFT	0.00	72,643.85	6793
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/14/2021	EFT	0.00	90.48	6742



## Council Check Report

Date Range: 05/14/2021 - 05/25/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/21/2021	EFT	0.00	612.03	6796
1637	MARSHALL PUBLIC SCHOOLS	05/14/2021	EFT	0.00	8,901.25	6743
3545	MARSHALL RADIO	05/14/2021	EFT	0.00	925.00	6744
1688	MCOA	05/14/2021	Regular	0.00	150.00	118951
4980	MENARDS INC	05/14/2021	Regular	0.00	656.71	118952
4980	MENARDS INC	05/21/2021	Regular	0.00	69.99	118991
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/14/2021	Bank Draft	0.00	7,600.74	DFT0000838
1839	MINNESOTA VALLEY TESTING LABS INC	05/14/2021	EFT	0.00	80.40	6745
1757	MN CHILD SUPPORT PAYMENT CENTER	05/14/2021	Bank Draft	0.00	356.25	DFT0000833
1757	MN CHILD SUPPORT PAYMENT CENTER	05/14/2021	Bank Draft	0.00	287.49	DFT0000834
6304	MN MANAGEMENT & BUDGET	05/14/2021	Regular	0.00	20.30	118954
1818	MN REVENUE	05/14/2021	Bank Draft	0.00	10,758.02	DFT0000844
1864	MONTES ELECTRIC INC	05/14/2021	Regular	0.00	557.23	118955
1877	MOTION INDUSTRIES INC	05/21/2021	Regular	0.00	616.76	118992
1887	MTI DISTRIBUTING INC	05/14/2021	EFT	0.00	1,003.26	6746
1887	MTI DISTRIBUTING INC	05/21/2021	EFT	0.00	384.20	6797
2512	NATIONWIDE RETIREMENT	05/14/2021	Bank Draft	0.00	575.00	DFT0000828
2513	NATIONWIDE RETIREMENT-FIRE	05/14/2021	Bank Draft	0.00	1,458.12	DFT0000829
5216	NBS CALIBRATIONS	05/14/2021	EFT	0.00	96.95	6747
1945	NORMS GTC	05/21/2021	Regular	0.00	247.69	118993
1958	NORTHERN BUSINESS PRODUCTS, INC	05/14/2021	EFT	0.00	77.60	6748
6780	NORTHERN STEEL TANKS	05/14/2021	Regular	0.00	78,700.00	118956
5891	ONE OFFICE SOLUTION	05/14/2021	EFT	0.00	86.86	6749
5891	ONE OFFICE SOLUTION	05/21/2021	EFT	0.00	63.53	6798
3809	O'REILLY AUTOMOTIVE STORES, INC	05/14/2021	EFT	0.00	66.35	6750
2019	PAUSTIS WINE COMPANY	05/14/2021	Regular	0.00	4,344.00	118957
2019	PAUSTIS WINE COMPANY	05/21/2021	Regular	0.00	4,469.33	118994
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	05/14/2021	EFT	0.00	23.70	6751
2028	PERA OF MINNESOTA REG	05/14/2021	Bank Draft	0.00	50,486.71	DFT0000836
2034	PETTY CASH	05/14/2021	Regular	0.00	150.00	118958
2036	PHILLIPS WINE AND SPIRITS INC	05/14/2021	Regular	0.00	25,283.54	118959
2036	PHILLIPS WINE AND SPIRITS INC	05/21/2021	Regular	0.00	2,034.75	118995
2037	PHOTOWORKS	05/14/2021	Regular	0.00	972.00	118963
2049	PLUNKETTS PEST CONTROL INC	05/14/2021	EFT	0.00	39.09	6752
6166	PULVER MOTOR SVC, LLC	05/14/2021	EFT	0.00	700.00	6753
6166	PULVER MOTOR SVC, LLC	05/21/2021	EFT	0.00	600.00	6799
2096	QUARNSTROM & DOERING, PA	05/14/2021	EFT	0.00	400.00	6754
2112	R and G CONSTRUCTION COMPANY INC	05/14/2021	EFT	0.00	4,950.00	6755
2112	R and G CONSTRUCTION COMPANY INC	05/21/2021	EFT	0.00	48,307.94	6800
4939	RECSUPPLY	05/14/2021	EFT	0.00	776.79	6756
6365	RJM DISTRIBUTING, INC	05/14/2021	Regular	0.00	563.95	118964
2201	RUNNINGS SUPPLY INC	05/14/2021	EFT	0.00	246.59	6757
6251	SHRED RIGHT	05/14/2021	EFT	0.00	15.00	6758
4009	SKY PRINTING, INC.	05/14/2021	Regular	0.00	40.00	118965
2288	SMI & HYDRAULICS, INC.	05/14/2021	EFT	0.00	95.99	6759
3495	SMSU	05/14/2021	EFT	0.00	495.00	6760
4855	SOUTHERN GLAZER'S OF MN	05/14/2021	EFT	0.00	17,367.38	6761
4855	SOUTHERN GLAZER'S OF MN	05/21/2021	EFT	0.00	11,187.72	6801
2311	SOUTHWEST GLASS CENTER	05/14/2021	Regular	0.00	402.00	118966
2318	SOUTHWEST SANITATION INC.	05/21/2021	EFT	0.00	2,439.49	6802
2345	ST CROIX RECREATION FUNPLAYGROUNDS	05/14/2021	Regular	0.00	5,133.84	118967
4510	STANDARD & POORS FINANCIAL SERVICES,LLC	05/14/2021	Regular	0.00	13,063.00	118968
4385	STUART C IRBY CO.	05/14/2021	EFT	0.00	42.93	6762
6277	TALKING WATERS BREWING CO, LLC	05/21/2021	EFT	0.00	1,426.00	6803
4734	TESSMAN COMPANY	05/14/2021	EFT	0.00	817.65	6763
2143	THOOF ENTERPRISES LLC	05/21/2021	EFT	0.00	351.89	6804
6389	TOWNE & COUNTRY EXCAVATING LLC	05/14/2021	EFT	0.00	51,401.33	6764
6156	TRUE BRANDS	05/14/2021	EFT	0.00	420.42	6765
6156	TRUE BRANDS	05/21/2021	EFT	0.00	37.98	6805
6764	UMB BANK, N.A.	05/14/2021	Regular	0.00	500.00	118969
2477	UNIQUE PAVING MATERIALS CORPORATION	05/21/2021	EFT	0.00	1,872.57	6806

## Council Check Report

Date Range: 05/14/2021 - 05/25/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3443	VALIC DEFERRED COMP	05/14/2021	Bank Draft	0.00	1,172.00	DFT0000830
3443	VALIC DEFERRED COMP	05/14/2021	Bank Draft	0.00	133.52	DFT0000831
3443	VALIC DEFERRED COMP	05/14/2021	Bank Draft	0.00	1,650.00	DFT0000832
6781	VANDEPUTTE, JOEL	05/14/2021	Regular	0.00	110.00	118970
5733	VAST BROADBAND	05/14/2021	Regular	0.00	832.49	118971
5733	VAST BROADBAND	05/21/2021	Regular	0.00	355.44	118996
4489	VERIZON WIRELESS	05/14/2021	EFT	0.00	84.05	6766
4489	VERIZON WIRELESS	05/21/2021	EFT	0.00	400.28	6807
2538	VIKING COCA COLA BOTTLING COMPANY	05/14/2021	EFT	0.00	660.15	6767
2538	VIKING COCA COLA BOTTLING COMPANY	05/21/2021	EFT	0.00	35.90	6808
4594	VINOCUPIA	05/14/2021	EFT	0.00	670.71	6768
6085	VOYA - INVESTORS CHOICE	05/14/2021	Bank Draft	0.00	1,828.24	DFT0000839
5700	WATCH GUARD	05/14/2021	Regular	0.00	930.00	118972
5288	WEST CENTRAL COMMUNICATIONS, INC	05/14/2021	EFT	0.00	477.00	6769
2591	WESTERN PRINT GROUP	05/14/2021	EFT	0.00	269.93	6770
2591	WESTERN PRINT GROUP	05/21/2021	EFT	0.00	258.75	6809
2599	WINE COMPANY	05/14/2021	EFT	0.00	570.00	6771
2605	WINE MERCHANTS	05/14/2021	Regular	0.00	1,528.72	118973
5903	WINTER EQUIPMENT	05/21/2021	Regular	0.00	477.39	118997
2631	ZEP MANUFACTURING COMPANY	05/14/2021	Regular	0.00	110.49	118974
2632	ZIEGLER INC	05/14/2021	EFT	0.00	852.14	6772
2632	ZIEGLER INC	05/21/2021	EFT	0.00	107.71	6810

## Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	181	78	0.00	520,134.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	149,654.49
EFT's	187	104	0.00	828,612.56
	<b>384</b>	<b>198</b>	<b>0.00</b>	<b>1,498,401.15</b>



## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	181	78	0.00	520,134.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	149,654.49
EFT's	187	104	0.00	828,612.56
	<b>384</b>	<b>198</b>	<b>0.00</b>	<b>1,498,401.15</b>

## Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	5/2021	1,498,401.15
			<b>1,498,401.15</b>

CITY OF MARSHALL, MINNESOTA  
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS  
5/25/2021

OBJECT #:	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	Magney Construction, Inc.		14,074,300.00								
630-49600-55130		9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers		190,000.00		4,099,265.87	6,918,924.06	882,648.89	134,321.06	633,429.47	1,405,710.65	90.01%
494-43300-55120		11/12/2019	City Hall Renovation	Brennan Companies		5,030,200.00	695,744.00						39,517.00	79.20%
476-43300-55170		4/14/2020	S 4th St Reconstruction	R & G Construction		2,583,754.90	10,885.14	2,594,640.04	3,039,722.04	2,059,347.99		286,297.20	340,576.77	94.05%
476-43300-55170		5/26/2020	S 1st St Reconstruction	Duininck, Inc		617,136.55	5,683.75	622,820.30	2,528,408.74		4,950.00	25,589.48	35,691.82	98.62%
630-49600-55170		6/23/2020	Legion Field Strom Water Improvements-Phase 1	Towne & Country Excavating LLC		277,943.00	(2,967.25)	274,975.75				29,626.13	30,297.75	95.14%
630-49600-55170		9/8/2020	MERIT Center Outfall Project	Towne & Country Excavating LLC		251,297.00		251,297.00	257,658.64			2,602.61	14,714.50	94.65%
479-43300-55170		2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	D & G Excavating Inc.		1,051,247.90	6,200.00	1,057,447.90		187,842.07	51,401.33	2,416.60	9,637.00	96.17%
495-43300-55170		2/23/2021	2021 Bituminous Overlay	Duininck, Inc		625,000.00		625,000.00		155,725.61	8,196.08	893,526.21	15,500.00	15.50%
479-43300-55170		2/23/2021	James Ave/Camden Dr Reconstruction	Kkuechle Underground		849,244.50		849,244.50				625,000.00	0.00%	0.00%
479-42400-55120		2/23/2021	Fire Station Roofing	Gag Sheet Metal, Inc.		103,800.00	1,200.00	105,000.00		74,280.00	30,720.00	-	-	100.00%
101-43300-53425		3/9/2021	2021 Chip Sealing on Various City Streets	Asphalt Preservation Company Inc.		122,134.12		122,134.12				849,244.50	0.00%	0.00%
479-45200-55120		3/9/2021	Restroom Facility and Picnic Pavilion - Patriot Park	Bladholm Construction		188,886.00		188,886.00			41,049.00	2,161.00	145,676.00	22.88%
630-49600-55170		4/13/2021	Storm Structure Outfall Improvements	R & G Construction		49,358.10		49,358.10		48,307.94		487.96	562.20	98.86%
479-43300-55170		4/13/2021	State Aid Overlay	Duininck, Inc		1,924,600.45		1,924,600.45					1,924,600.45	0.00%
602-49500-55170		5/11/2021	T.H. 23/Independence Park Sewer Realignment	D & G Excavating Inc.		189,448.50		189,448.50					189,448.50	0.00%
						28,313,601.17	714,150.69	29,027,751.86	4,249,748.87	13,490,265.10	466,474.94	990,806.53	6,626,337.47	

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Consider a MOU between the City of Marshall and Bird Scooters
<b>Background Information:</b>	<p>The City of Marshall was approached by Bird Scooters to bring a fleet of 50-75 electric scooters to Marshall at no cost to the city. Bird's mission is to make cities more livable and bring communities together by providing an affordable, environmentally-friendly transit alternative. The program would be administered on a trial basis during the Summer and Fall of 2021 and facilitated by a fleet manager hired directly by Bird.</p> <p>Staff has spoken with stakeholders both internally and externally on the proposal and supports pursuing the trial period. Internally, we have discussed several factors of the program including policing, safety, and utilization. Staff agreed that the trial period would allow us to determine if the program would be a good fit for the community long term.</p> <p>Externally we spoke with SMSU, UCAP, and MDBA. SMSU would support the project and feel the scooters would be helpful their on-campus student population. UCAP did not feel the program would have an impact on its transportation options. MBDA did not feel as though the program would benefit downtown businesses but were not opposed to moving forward with a trial period.</p> <p>Similar communities including Albert Lea and New Ulm recently adopted Scooter programs.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	Council approve the MOU provided by Bird to begin trial period in the Summer of 2021.

## Memorandum of Understanding

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

### AGREEMENT

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

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

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

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

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

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

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

**City of Marshall, Minnesota**

**Bird Rides, Inc.**

Signed By:

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

Print Name: Robert J. Byrnes

Title: Mayor

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

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

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

Attest:

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

Print Name: Kyle Box

Title: City Clerk



# Hello, Marshall

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Item 16.

BIRD



# What is Bird?

Dockless electric micro-mobility vehicle sharing company.

**Our mission is make cities more livable and bring communities together by providing an affordable, environmentally-friendly transit alternative.**



Solve last-mile problem and connect more residents to transit options



Reduce congestion and over-reliance on cars



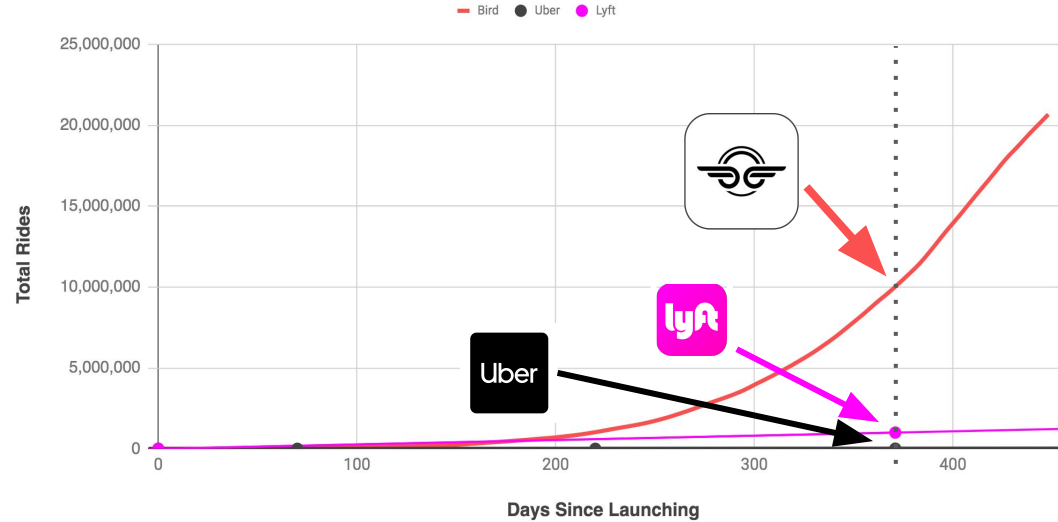
Improve air quality and reduce GHG emissions



Improve the overall quality of life

# How It Started

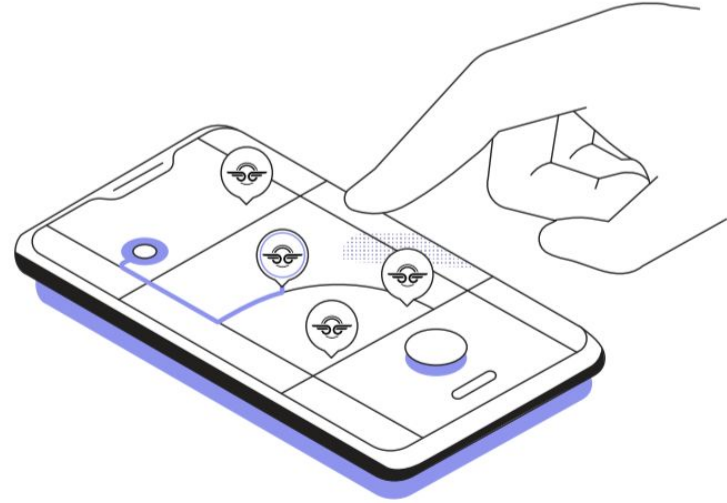
- Founded in 2017 Bird saw instant success and popularity.
- Over 10 Million rides within the first year.
- Fastest company to reach 1B valuation.
- Currently live in 150 cities globally.
- Quickly learned what to do and what not to do.





# How it works

New riders must download the Bird app, sign our user agreement, verify their age (18+), add a credit card, and go through educational tutorials.



1

**FIND BIRDS  
ON THE MAP**

2

**SCAN QR TO  
BEGIN RIDE**

3

**WATCH SAFETY  
TUTORIAL**

4

**ENJOY THE  
RIDE!**

# The Dockless Model

Riders follow local rules (like a bicyclist would).

Users ride anywhere within the designated 'operating zone'.

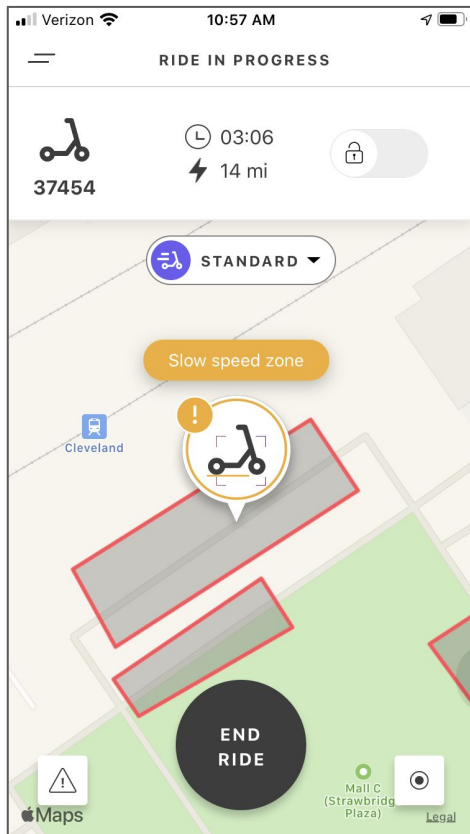
Follow prompts on the app and park in the 'furniture zone' out of the way of pedestrians and ensuring ADA compliance.

Vehicle waits for next rider or is moved by the 'Fleet Manager'



## Slow zone

When riders enter a planned slow zone (e.g. a crowded area) they are notified by a vehicle sound and in-app notification before their vehicles safely reduce speed.



Slow Zone

## No-ride zone

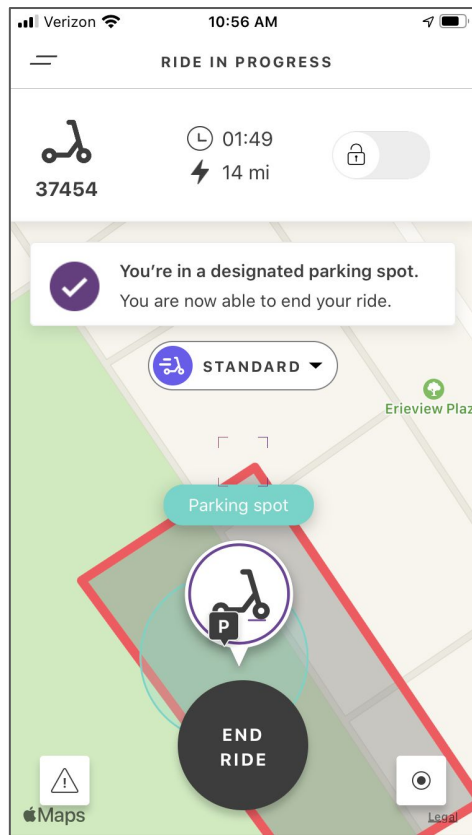
When riders enter a designated no-ride zone, vehicles will safely slow to a complete stop. Riders are notified by a vehicle sound and an in-app notification.



No Ride Zone

## Parking zones

Bird can create designated parking zones within the app. If riders are not within a set zone they'll be directed to a nearby area where parking is permitted.



Parking Zone

## Photo Proof

At the end of the ride, all riders are required to verify their vehicle is upright and parked properly.



End of Ride Photo



# Equitable Pricing Options

## Standard Pricing

\$1+ a per minute fee. Averaging ~\$5 a ride.

---

## Bird Access

Discount program available to low-income riders for those who are enrolled or eligible for a government assistance program.

---

## Community

Discount program available to veterans, senior citizens, healthcare workers, students with grants, and select community groups.



# The Vehicle

BirdZero	
Braking	Drum Brake + Regenerative Brake
Lights	Front/Rear LEDs
Weight	44.66 lbs.
Speed	15MPH
Range	30 Miles (2 days on a full charge)



UNIQUE ID



SAFETY DECAL

## Ride Safely

Helmet Required  
 License Required  
 No Riding on Sidewalks  
 No Double Riding  
 18+ Years Old

HELLO@BIRD.CO  
 1-866-205-2442



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BIRD

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# Technology

World class innovative solutions designed for cities

## Geo-fencing and Geo-Speed

Control where and how the vehicles are used

## Helmet Selfie

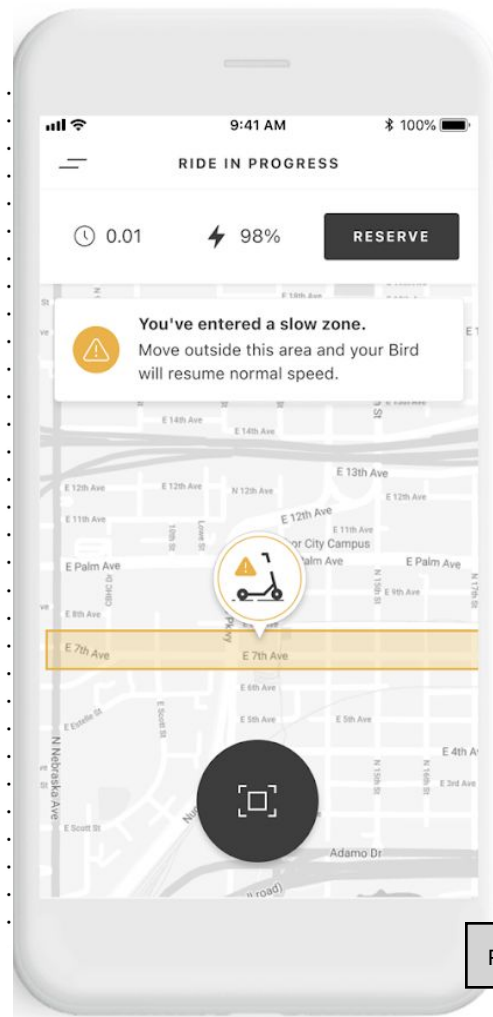
An industry-first feature that promotes safety and encourages riders to wear a helmet.

## Parking Management

Bird offers a comprehensive suite of parking tools that bridges the gap between technology and infrastructure by both directing and incentivizing riders to park in city-designated areas.

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BIRD



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# Fleet Manager

Contract with a local who is responsible for the assigned fleet including charging, repairs, and various performance tasks.

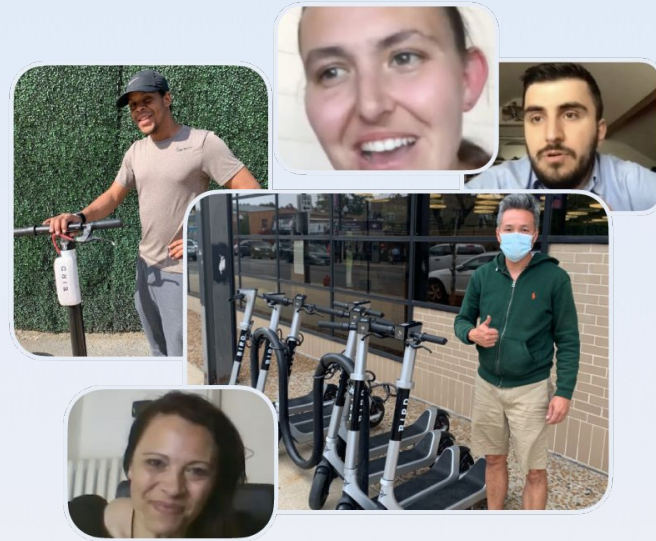
## The winning combination:

### Local Touch:

- ✓ Deep community ties, and local pride/knowledge
- ✓ Fast issue resolution
- ✓ Economic Opportunity
- ✓ No abandoned scooters
- ✓ Aligned incentives

### Back by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles
- ✓ Zero startup cost to Fleet Manager or City!



“

I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job.

- Mark, Azbri Productions, Nashville

”

Item 16.

BIRD

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# Addressing Clutter Concerns

Bird's future relies on properly integrating dockless micromobility into our society



# Marshall Proposal

- ✓ **# of Vehicles:** 50-75
- ✓ **Fleet Managers:** 1
- ✓ **Key staging areas:** Main St. SMSU  
Campus, Parks, etc.
- ✓ **Prohibited Areas:** TBD
- ✓ **Launch Date:** ASAP

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**B I R D**



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# Thank you



**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Request for a Variance Adjustment Permit by Todd and Barbara Raske at 400 West Southview Drive
<b>Background Information:</b>	<p>The existing lot is 66 feet deep and required rear yard is 25% of the lot depth or about 16.5 feet. The house is located about 14 feet from the front property line; the original deck extended 8 feet from the house. The Ordinance allows decks to project 8 feet into required front and rear yards so both the house and the deck were projecting 2.5 feet more into required yards than permitted. The house was built in 1909 and the deck was originally added in 1991. It was redone in 2011.</p> <p>To grant a variance, City Ordinance would require the presence of practical difficulties. The term "practical difficulties," as used in connection with the granting of 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 to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality.</p> <p>Based on the above information and considering that there are no decks nearby that are close to the front property lines, staff does not believe that there are practical difficulties in this case and therefore recommends that the variance be denied.</p> <p>Prior to a public hearing at the Planning Commission meeting, a neighbor sent a letter requesting the variance be denied.</p> <p>The variance regulations and procedures are found in Section 86-29  <a href="https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIVIGE_S86-29VA">https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIVIGE_S86-29VA</a>. A property aerial photo is attached for reference.</p> <p>At the Planning Commission meeting on May 12, 2021, a public hearing was held and Muchlinski MADE A MOTION, SECOND BY Knieff to recommend to City Council to grant the variance as requested. Motion failed with 3 - 3 with Knieff, Carstens and Muchlinski in favor and Lee, Fox, and Schroeder against. Fox proposed to make the deck 2-feet shorter, in essence, building same size deck but allowing the stairs to project towards the front sidewalk. Muchlinski MADE A MOTION, SECOND BY Fox to recommend to City Council that new deck is 2 feet shorter than asked but the stair goes to the street. ALL VOTED IN FAVOR OF THE MOTION.</p>
<b>Fiscal Impact:</b>	None known
<b>Alternative/ Variations:</b>	Deny the request as recommended by staff
<b>Recommendations:</b>	The Planning Commission recommends that the Council approve the request by Todd and Barbara Raske for a Variance Adjustment Permit for building a 4-foot deck within required front yard with the stairs going towards the street

Google Maps 400 Southview Dr

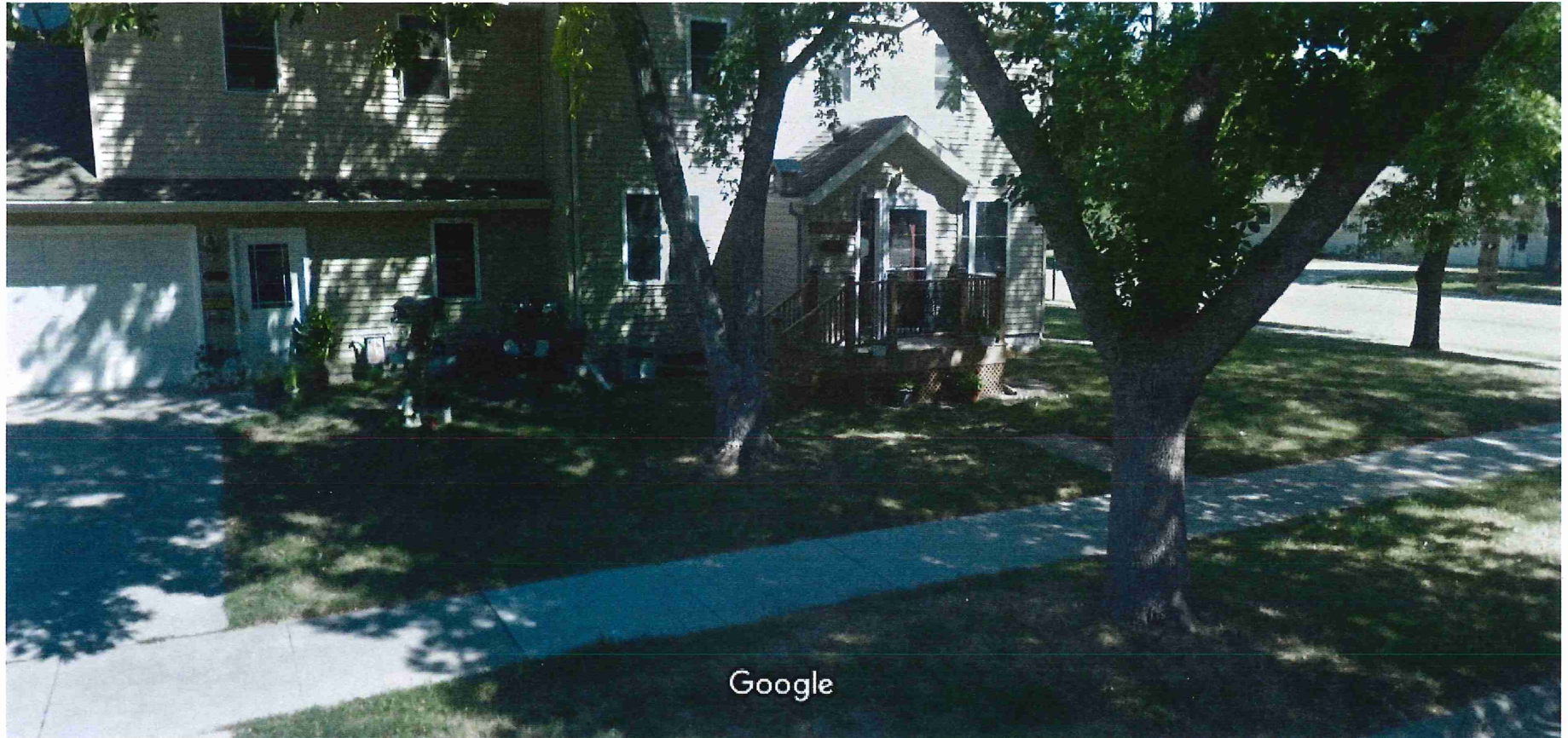


Image capture: Aug 2013 © 2021 Google

Marshall, Minnesota



Street View

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Google Maps 400 Southview Dr



Image capture: Aug 2013 © 2021 Google

Marshall, Minnesota



Street View





**VARIANCE ADJUSTMENT PERMIT**

City of Marshall, Minnesota

**WHEREAS**, The Planning Commission of the City of Marshall has held a Public Hearing for a Variance Adjustment Permit to build a deck in the required front yard on the premises described as:

**Lot 29 Block 2, Eatros Place  
City of Marshall, County of Lyon, State of Minnesota  
400 Southview West Drive**

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

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

**NOW THEREFORE**, be it resolved by the Common Council of the City of Marshall, Minnesota, that a Variance Adjustment Permit be granted to Todd and Barbara Raske to build a 4-foot deck in the required front yard on the premises described herein subject to the following conditions:

- 1) That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
- 2) That the City reserves the right to revoke the Variance Adjustment Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to cure any such default.
- 3) That the conditions contained in this permit shall be binding upon the successors and assigns of the applicant.

**ADOPTED: May 25, 2021.**

ATTEST:

\_\_\_\_\_  
Mayor

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

(SEAL)

This Instrument Drafted By:  
Jason R. Anderson, P.E.  
City Engineer/Zoning Administrator  
File No. 1144



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Request for Conditional Use Permit / daycare facility
<b>Background Information:</b>	<p>This request by the Church of the Holy Redeemer is for a Conditional Use Permit to operate a daycare facility serving 57 individuals at 501 South Whitney Street. The daycare facility is in the Holy Redeemer school building, which is in an R-1 One Family Residence District. A daycare facility serving more than 14 individuals is a conditional use in this district.</p> <p>This daycare has been located there for some time, possibly before the current Ordinance took effect. The Department of Human Services requested that the City confirms the daycare's compliance with the Ordinance, so a conditional use permit is required for full compliance. To avoid a need for more Conditional Use Permits in the future in case the number of kids increases, the staff suggested a reference to permitted number of kids rather than specific number. There have never been any complaints on file for current operations.</p> <p>The conditional use permit regulations are found in Section 86-46  <a href="https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86_ZO_ARTIADEN_DIV2COUSPE_S86-46ISPU">https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86_ZO_ARTIADEN_DIV2COUSPE_S86-46ISPU</a>.</p> <p>At the Planning Commission meeting on May 12, 2021, after a public hearing, a motion was made by Fox, seconded by Knieff, to recommend approval as recommended by city staff to City Council. ALL VOTED IN FAVOR.</p>
<b>Fiscal Impact:</b>	None known.
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	<p>Planning Commission recommends a motion to approve the request of the Church of the Holy Redeemer for a Conditional Use Permit for a daycare facility at 501 South Whitney Street with the following conditions applied:</p> <ol style="list-style-type: none"> <li>1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.</li> <li>2. That the City reserves the right to revoke the Conditional Use Permit if any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.</li> <li>3. That the property is maintained to conform to the Housing Code, Zoning Code, Building Code, and not cause or create negative impacts to adjacent existing or future properties.</li> <li>4. The use must be licensed by the State of Minnesota.</li> <li>5. The use is limited to serving no more than the number of individuals permitted by State Licensing Agency.</li> </ol>

**CONDITIONAL USE PERMIT**

City of Marshall, Minnesota

**WHEREAS**, the Planning Commission of the City of Marshall has held a Public Hearing for a Conditional Use Permit for a daycare facility at the location described as:

State of Minnesota, County of Lyon, City of Marshall  
**501 South Whitney Street**

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

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

**NOW, THEREFORE** Be It Resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to the Church of the Holy Redeemer (applicant) for a daycare facility in a R-1 One-Family Resident District on the premises described herein subject to the following conditions:

1. That the regulations, standards and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the applicant with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.
3. That the property is maintained to conform to the Housing Code, Zoning Code, Building Code, and not cause or create negative impacts to adjacent existing or future properties.
4. The use must be licensed by the State of Minnesota.
5. The use is limited to serving no more than the number of individuals permitted by State Licensing Agency.

**ADOPTED May 25, 2021.**

ATTEST:

\_\_\_\_\_  
Mayor

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

(SEAL)

File No. 1134

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

**EXHIBIT A**

All that part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 4, Township 111 North, Range 41 West, City of Marshall, Lyon County, Minnesota described as follows:

Beginning at the Southwest corner of Lot 3, Block One, Van Uden's Third Addition, in said City of Marshall, as filed and recorded in the office of the County Recorder in and for said Lyon County; thence North 89 degrees 57 minutes 20 seconds West a distance of 590.91 feet; thence North 45 degrees 18 minutes 45 seconds West along the extended Northeasterly line of Lyon Street as shown on plat of Hobert's Addition 26.12 feet; thence North along the Eastern line of Hobert's Addition to the Southern Right of Way line of Jean Avenue; thence Easterly to the Western property line of Block 1, Van Udens Addition, thence; Southerly along West property line of Block 1, Van Udens Addition a distance of approximately 918 feet to the point of beginning, excluding Right of Way for Hill Street. Parcel 27-599-121-0 in the City of Marshall.

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Request for Conditional Use Permit / school in R-1 One Family Residential District
<b>Background Information:</b>	<p>This request of the Church of the Holy Redeemer is for a Conditional Use Permit to operate a school at 501 South Whitney Street. The building is in an R-1 One Family Residence District and the Ordinance requires a Conditional Use Permit for schools there. This school has been located there for long time before the current Ordinance took effect. The school is grandfathered in but if an addition or significant remodeling will take place, a Conditional Use Permit will be required. Since they are applying for a Conditional Use Permit for a daycare, it made sense to run a Conditional Use Permit for a school concurrently.</p> <p>The conditional use permit regulations are found in Section 86-46  <a href="https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV2COUSPE_S86-46ISPU">https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV2COUSPE_S86-46ISPU</a>.</p> <p>At the Planning Commission meeting on May 12, 2021, after a public hearing, a motion was made by Schroeder, seconded by Lee, to recommend approval as recommended by city staff to City Council.  ALL VOTED IN FAVOR.</p>
<b>Fiscal Impact:</b>	None known.
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	<p>Planning Commission recommends approving the request by Church of the Holy Redeemer for a Conditional Use Permit for a school in an R-1 One Family Residence District at 501 South Whitney Street with the following conditions applied:</p> <ol style="list-style-type: none"> <li>1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.</li> <li>2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable amount of time in which to repair such default.</li> </ol> <p>That the property is maintained to conform to the Housing Code, Zoning Code, Building Code, and not cause or create negative impacts to adjacent existing or future properties</p>

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

**WHEREAS**, the Planning Commission of the City of Marshall has held a Public Hearing for a Conditional Use Permit for a school in an R-1 One Family Residential District at the location described as:

State of Minnesota, County of Lyon, City of Marshall  
**501 South Whitney Street**

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

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

**NOW, THEREFORE** Be It Resolved by the Common Council of the City of Marshall, Minnesota, that a Conditional Use Permit be granted to Church of the Holy Redeemer, to have a school in an R-1 One Family Residential District on the premises described herein subject to the following conditions:

1. That the regulations, standards and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable amount of time in which to repair such default.
3. That the property is maintained to conform to the Housing Code, Zoning Code, Building Code, and not cause or create negative impacts to adjacent existing or future properties.

**ADOPTED May 25, 2021.**

ATTEST:

\_\_\_\_\_  
Mayor

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

(SEAL)

File No. 1142

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

**EXHIBIT A**

All that part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 4, Township 111 North, Range 41 West, City of Marshall, Lyon County, Minnesota described as follows:

Beginning at the Southwest corner of Lot 3, Block One, Van Uden's Third Addition, in said City of Marshall, as filed and recorded in the office of the County Recorder in and for said Lyon County; thence North 89 degrees 57 minutes 20 seconds West a distance of 590.91 feet; thence North 45 degrees 18 minutes 45 seconds West along the extended Northeasterly line of Lyon Street as shown on plat of Hobert's Addition 26.12 feet; thence North along the Eastern line of Hobert's Addition to the Southern Right of Way line of Jean Avenue; thence Easterly to the Western property line of Block 1, Van Udens Addition, thence; Southerly along West property line of Block 1, Van Udens Addition a distance of approximately 918 feet to the point of beginning, excluding Right of Way for Hill Street. Parcel 27-599-121-0 in the City of Marshall.

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Consider signing a contract with SRF for City of Marshall 2021 Comprehensive Plan
<b>Background Information:</b>	<p>At its November 24, 2020 meeting, the City Council authorized staff to advertise a request for proposal for the new City of Marshall Comprehensive Plan. The Request for Proposal was posted on the City's website and social media and advertised on the League of Minnesota Cities website. At its January 26, 2021, the Council Established the Comprehensive Plan Proposal Review Committee for review of proposals, which were due on February 3, 2021. The established Committee included two Council members (Dr. Steve Meister and Don Edblom), one Planning Commission member (Amanda Schroeder), one EDA Board member (Dan Herrmann), One Chamber of Commerce representative (Eric Eben), and two city staff (Laurent Deutz and Ilya Gutman). Five proposals were received by the due date: They were from Bolton &amp; Menk, Short Elliott Hendrickson Inc. (SEH), SRF Consulting Group, MSA Professional Services, Inc., and Praxis Strategy Group.</p> <p>The Committee first met on February 19, 2021 and reviewed the scoring sheet compiled by staff. All proposals were sent out shortly thereafter and scored by the Committee members based on merit and technical issues only. Each firm included a separate cost envelope along with their proposals; however, these cost envelopes were not open until after the first round of scoring. At the next meeting on March 8, 2021, the Committee discussed all proposals and summarized all evaluations. Proposal from one firm was unanimously found to be too weak and not worth consideration. The other four proposals were all deemed very close; in fact, the difference in scores between them was within 3 percent. The next Committee meeting took place on March 10, 2021; this time discussion included costs considerations, but three proposals suggested almost identical cost and the fourth one was just slightly more expensive. The discussion centered on proposals' inclusions and additional costs. At the end, the decision was to limit consideration to just two firms, mostly based on the number of hours they included in their proposals and covered Plan components. Finally, at its March 17, 2021 meeting, the Committee decided to recommend SRF Consulting Group to the Council.</p> <p>At its March 23, 2021 meeting, the City Council authorized staff to enter into contract negotiations with SRF with additional \$5,000 allowance to provide for flexibility with the type and number of meetings and some additional Plan inclusions. In a follow up phone conversation, staff conveyed Council's approval to SRF and requested an updated summary of work with included additional services that were authorized by the Council. That updated summary was received by staff and reviewed a few days later; in its review, staff noticed that the number of hours listed was significantly lower than the number of hours listed in the original proposal. Subsequently, SRF provided an explanation that the number of hours listed in their proposal was in error and offered to increase the number of hours, in part by reassigning tasks. The proposed contract reflects the new increased number of hours, which is still lower than originally proposed.</p> <p>Staff reached out to the Proposal Review Committee asking their opinion on SRF mistake and further actions but have heard only from a few members with one selection committee member questioning SRF's attention to detail and ability to deliver on behalf of the city following their errant tabulation of hours on the project. Staff believe that SRF made an honest error in their proposal, and that SRF has made a good, honest attempt to compromise and increase the number of hours that they intend to provide on this project. Staff also negotiated some aspects of t</p>

	<p>scope of work and requested that several changes and additions to scope of work be made. Staff believe that SRF is a firm that is very capable of delivering a quality product, giving us a Comprehensive Plan that the City can use as a guide for the next 15-20 years.</p> <p>The last complete City of Marshall Comprehensive Plan was done in 1996. It was partially updated in 2004 and has not been touched since. General recommendation is to update comprehensive plans every 10 to 15 years and our Plan is over 16 years old even if we consider the update. Out of all comparable cities, Marshall seems to have the oldest Comprehensive Plan. It is becoming increasingly difficult to conduct zoning operations, development, and enforcement, considering how much conditions in the City have changed since 1996 and even since 2004. According to the League of Minnesota Cities, a comprehensive plan is an expression of the community's vision for the future and a strategic map to reach that vision. It is an important tool to guide future development of land to ensure a safe, pleasant, and prosperous environment. The process of its adoption also creates an extensive opportunity for residents to participate in guiding community's future and all proposals include extensive public participation provisions.</p> <p>The schedule proposed by SRF calls for final Plan to be ready by April 2022.</p>
<b>Fiscal Impact:</b>	The costs will be financed through General Fund reserves.
<b>Alternative/ Variations:</b>	None Recommended
<b>Recommendations:</b>	that the Council approves attached contract and scope of work for the new City of Marshall Comprehensive Plan from SRF Consulting Group with the cost of \$64,955 with additional \$5,000 contingency





## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into by and between City of Marshall whose address is 344 West Main Street, Marshall, MN 56258 and SRF Consulting Group, Inc. whose address is 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55406; who are the parties.

### RECITALS

1. City of Marshall seeks to enter into an agreement for the purposes of providing professional services for the Marshall Comprehensive Plan (the "Project"), subject to the terms and conditions of this Agreement.
2. SRF Consulting Group, Inc. represents it is qualified to furnish the services according to the provisions of this Agreement and SRF's Scope of Work and Cost Summary ("SRF's Proposal"), attached and incorporated as Attachment 1, described in SRF's Proposal (collectively referred to as the "Services") dated February 3, 2021. For purposes of this Agreement, City of Marshall is defined as the "Client" and SRF Consulting Group, Inc. is defined as "SRF."
3. Therefore, it is agreed:

### AGREEMENT

#### ARTICLE 1: SERVICES / SCOPE OF WORK.

- (a) SRF shall provide the Services described in SRF's Proposal (collectively "Services"). ~~will perform the duties specified in Attachment 1 (the "Services") which is attached and incorporated into this Agreement.~~ Services not set forth in **Attachment 1** are Additional Services. Except as already noted in **Attachment 1**, SRF shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the Client's authorized representative.
- (b) SRF agrees to perform Services in accordance with the terms and provisions set forth in this Agreement. No terms and conditions or other documents shall be binding on SRF unless a copy of any such terms and conditions or documents has been furnished to SRF and made part of this Agreement.
- (c) SRF will perform all professional Services in a manner consistent with the care and skill ordinarily used by members of SRF's profession practicing under similar conditions at the same time and general location (the "Standard of Care"). SRF makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with SRF's Services. SRF will re-perform any Services not meeting this Standard without additional compensation.
- (d) Any changes in Services to be performed by SRF requires an amendment ("Amendment") to this Agreement and will not be effective until it has been executed and approved by the Parties. A memo to either Party indicating changes is not legally binding and is not sufficient to make the changes.
- (e) SRF agrees that in the performance of the Services herein, SRF shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices and shall obtain any permits or licenses necessary for its operations.

#### ARTICLE 2: CONTRACT REQUIREMENTS.



- a) **Government Data Practices and Intellectual Property Rights.** SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.
- b) **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, SRF consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations.
- c) **Workers Compensation.** SRF certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. SRF's employees and agents will not be considered the Client employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Client's obligation or responsibility.
- d) **Records – Availability and Retention.** SRF's shall comply with [Minn. Stat. § 16C.05](#), Subd. 5 as it applies to audits, availability, and record retention associated with this Agreement for at least 6 years after the end of the Agreement:
- (1) Books,
  - (2) Records,
  - (3) Documents,
  - (4) Accounting procedures, and
  - (5) Accounting practices of SRF, its subcontractors, or suppliers
- e) **Regulatory Changes.** SRF shall be compensated for changes in the Services necessitated by the enactment or revisions of codes, laws or regulations that are made applicable to the Project subsequent to execution of this Agreement, and its time for performance shall be extended if the changes(s) result in delay to the Project Schedule. Such changes shall be made by an Amendment pursuant to this Article.
- f) **Affirmative Action.** SRF agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. §363A.02](#). SRF agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- g) SRF shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. SRF agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part [5000.3500](#).



**ARTICLE 3: CLIENT OBLIGATIONS.**

In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall: (1) provide full information as to the requirements for the Services; (2) assist SRF by placing at SRF's disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of SRF's Services, observes or otherwise becomes aware of the presence at the Project site of any constituent of concern, or of any defect or nonconformance in SRF's Services, the work, or in the performance of any contractor; and (4) provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of Services under this Agreement. SRF will comply with such policies and procedures pursuant to the Standard of Care set forth in Article 1(c) and to the extent compliance is not inconsistent with professional practice requirements (the "Client's Duties").

**ARTICLE 4: TERM OF AGREEMENT; PERFORMANCE SCHEDULE.**

- (a) This Agreement shall be in effect from the latter of the two signature dates set forth below (the "Effective Date") and will expire on the date all services are completed and final payment has been issued, unless terminated pursuant to Article 8. The obligation to perform the Services per the Standard of Care which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- (b) SRF shall comply with all time requirements and deadline dates described in **Attachment 1**. Notwithstanding the foregoing, this is not a warranty or guarantee and in no event will SRF be responsible for damages due to delays beyond SRF's reasonable control.

**ARTICLE 5: KEY PERSONNEL.**

With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective Party whom the individual represents.

SRF Key Personnel: Stephanie Falkers  
Client Key Personnel: Ilya Gutman

Commented [JH1]: Is this the City's project manager as defined in Scope of Work?

**ARTICLE 6: CONSIDERATION AND PAYMENT.**

- (a) SRF will be paid ~~on an hourly basis in the amounts set out in the Cost Summary of according to the breakdown of costs contained in Attachment 1.~~ The total obligation of the Client for all compensation and reimbursements to SRF shall not exceed \$ 64,955.00~~(the "Contract Maximum").~~
- (b) For reimbursable expenses, the compensation shall be the actual expense incurred by SRF and SRF's subcontractor(s), without mark-up. Requests for reimbursements shall be accompanied by supporting documentation, as well as any documentation of actual costs incurred and paid by SRF in performing the Services hereunder, and such other documentation as the Client may reasonably request.
- (c) It is understood and agreed that Client will not be responsible for payment of any costs incurred by SRF above the then authorized total amount as further set forth in **Attachment 1**.

**ARTICLE 7: INVOICING AND REPORTS.**

- (a) SRF shall provide Client with reports summarizing allowable costs associated with this Agreement, including all invoices, on a monthly basis during the term of this Agreement.



- (b) SRF shall submit monthly progress report forms prescribed by the Client.
- (c) The Client will make undisputed payments no later than thirty-five (35) days' after receiving SRF's invoices for Services performed.
- (d) The Client shall not withhold amounts from SRF's compensation to impose a penalty or liquidated damages on SRF, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless SRF agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

#### ARTICLE 8: TERMINATION AND SUSPENSION.

- (a) **Termination by Client.** Client may terminate this Agreement at any time, with or without cause by providing ten (10 days' written Notice of Termination to SRF pursuant to the requirements as set forth in Article 10. Upon termination, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed. How? Written Notice? - Time- (Notice pursuant to requirements as set forth in Article 10 below.)
- (b) **Termination for Insufficient Funding.** The Client may immediately terminate this Agreement if it does not obtain funding from the State, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. The Client is not obligated to pay for any Services that are provided after Notice and effective date of termination. However, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed to the extent that funds are available. The Client must provide SRF notice of the lack of funding within a reasonable time of Client's receiving that notice.
- (c) **Suspension.** If the Client fails to make payments to SRF in accordance with this Agreement, and said payments are not otherwise disputed by the Client, then SRF may suspend its Services under this Agreement. If SRF elects to suspend services, it shall give ten (10) days' written notice to the Client before doing so. SRF shall have no liability to the Client for delay or damage caused by such suspension of Services. Before resuming Services, SRF shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the SRF's Services.

#### ARTICLE 9: - OWNERSHIP AND USE OF DOCUMENTS.

- (a) The Client owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Agreement and for which SRF has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." "Works" includes Documents. "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by SRF, its employees, agents or subcontractors, in the performance of Services under the terms of this Agreement.. Reuse or modification of the SRF's Documents in any manner, or authorization of reuse or modification by others, without the SRF's professional involvement will be at the Client's sole risk and without liability to SRF.
- (b) This Agreement does not affect the ownership of each Party's pre-existing, intellectual property. Each Party further acknowledges that it acquires no rights under this Agreement to the other Party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.

#### ARTICLE 10: NOTICES.



Any notice required under this Agreement shall be in writing and addressed to the primary point of contact ("POC") as designated by both Parties at the address provided by both primary POC's. All notices shall be delivered via certified mail and effective upon the certified mail return date of receipt.

**ARTICLE 11: CONTROLLING LAW AND VENUE.**

The laws of the state of Minnesota govern this Agreement. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, is in state or federal court with competent jurisdiction in the county where the Project is located.

**ARTICLE 12: LIABILITY AND INDEMNIFICATION.**

- (a) To the fullest extent permitted by law, SRF hereby agrees to indemnify and hold harmless the Client from and against any and all liability for claims, losses, damages, and expenses (including reasonable attorneys' fees) to the ~~comparative extent~~ the same is proximately caused by the negligent or wrongful acts, errors, or omissions of SRF or of anyone acting under its control in its provision of Services under this Agreement.
- (b) Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Client is otherwise entitled by state statute to which statutory tort limits apply.
- (c) SRF and Client waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services provided by SRF, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.
- (d) Notwithstanding any other provision of this Agreement, SRF shall not be in breach of this Agreement nor shall it be liable to Client for any losses or damages of any type, including, without limitation, consequential or incidental damages or damages for lost profits, arising from delays or changes in the Services due to any act or neglect of Client or its employees.
- (e) Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, natural disasters or other adverse weather conditions not reasonable foreseeable, riots, acts of war or terrorism, acts of God, or acts, omissions or delays in acting by any governmental authority, delays in transportation, unavoidable casualties, diseases, pandemics/epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, strikes, or other labor disturbances or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event"). Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay.
- (f) The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition ~~to~~ and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

Commented [TB2]: Request modification is accepted.

**ARTICLE 13: CONTRACTUAL RELATIONSHIP.**



No contractual relationship will be recognized under the Agreement other than the contractual relationship between SRF and Client.

ARTICLE 14: REPRESENTATIONS.

- (a) SRF has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any representative of the Client with a view toward securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (b) SRF will not contract with subcontractors, vendors or supplier who are currently suspended or debarred or have a suspension or debarment end date within the past three years by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. SRF represents and warrants that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency.

ARTICLE 15: INSURANCE.

- (a) SRF shall procure and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the types of insurance and policy limits as follows:

Worker's Compensation:	Minnesota Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease (Policy Limit) \$1,000,000 Disease (EA Employee)
Commercial General Liability:	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate Including Premises and Operations Bodily Injury and Property Damage, Independent Contractors, Products and Completed Operations Liability, Personal and Advertising Injury.
Business Automobile Liability:	\$2,000,000 Combined single limit each occurrence coverage or the equivalent covering owned, non-owned and hired automobiles.
Professional Liability:	Professional Liability Insurance providing coverage for all claims SRF may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to SRF' professional services performed under this Agreement. Minimum limits of liability shall be: \$2,000,000 Each Claim \$2,000,000 Annual Aggregate
Umbrella/Excess Liability	An Umbrella or Excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.



- (b) Policies shall name the Client as an Additional Insured limited to General Liability and Automobile Liability.
- (c) SRF shall require all subcontractors, and any other subcontractors to which the Parties agree in writing are subcontractors of SRF, to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its subcontractors to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF with copies of each corresponding certificate provided to the Client upon request.

**ARTICLE 16: PROHIBITION AGAINST ASSIGNMENT.**

This is a bilateral Professional Services Agreement. Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.

**ARTICLE 17: OTHER.**

- (a) The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- (b) This Agreement, including any Attachments or Exhibits hereto, constitutes the entire and exclusive agreement of the Parties and supersedes any prior agreements whether oral or written, concerning the subject matter hereof.
- (c) The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and the remainder shall be construed as if the invalidated portion shall have never been part of this Agreement.
- (d) Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any terms of this Agreement.

**ARTICLE 18: SERVICES AND CONTRACT DOCUMENTS.**

- (a) This Agreement includes the following documents which are incorporated and attached to this Agreement:

Attachment 1: ~~Scope of Work SRF's Proposal~~

~~Attachment 2: SRF Proposal dated February 3, 2021~~

- (b) SRF shall insert all or some part of a term and condition that is required or necessary to be so included in all lower-tier subcontracts and shall require all lower-tier subcontractors to comply with such provisions for the duration of their respective subcontracts.

**ARTICLE 19: INTERPRETATION.**

This Agreement has been drafted through a cooperative effort of SRF and Client and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

**ARTICLE 20: SIGNATURES.**



The individual signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the Parties for whom they sign. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

**ARTICLE 21: ELECTRONIC SIGNATURES.**

Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in their behalf.

**SRF CONSULTING GROUP, INC.**  
(with delegated authority)

Signed:

Title:

Date:

**City of Marshall**  
(with delegated authority).

Signed:

Printed Name: Robert Byrnes

Title: [Mayor](#)

Date:

Attest:

Signed

Print Name: Kyle Box

Title: City Clerk

Date:

**Commented [TB3]:** Signature Block has been updated.

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# Marshall Comprehensive Plan Scope of Work

## TASK 1: WHERE ARE WE NOW?

**CITY STAFF COMMITMENT:** In this very important phase of the project, SRF will work with City staff and the Planning Commission to kick off the project, initiate the public engagement process, and “brand” the project for easy recognition by the public and stakeholders.

This task involves the review of existing and past planning documents and studies, and review and analysis of Marshall data from the State Demographic Center, US Census sources, and other relevant sources. The outcome of this phase of plan development is to document the current characteristics of the city and show how it has changed, both physically and demographically. This task will result in an updated Community Profile document. City staff will help the SRF team to easily access all relevant studies and plans, in addition to local data not electronically available. City infrastructure/utility staff will be available to discuss water and sewer system capacities and plans, as well as planned transportation projects.

### TASK 1.1: CITY STAFF KICKOFF MEETING

Early in the planning process, SRF will meet with City staff to kick-off the plan update. This task is intended to provide an opportunity to kick-off the Comprehensive Plan Update for both the consultant team and City staff. This task includes a day of meetings and a city tour to kick-off the project, collect data, and learn from each other. The kick-off process includes hour long meetings with various department heads and staff groups and dedicated time for a virtual tour of the City with the City’s project manager. This provides an opportunity to share the planning process with all staff, understand their expectations, and gather initial input. These meetings will be held in person, following applicable social distancing and other COVID-19 guidelines. The SRF team will work with the City’s project manager to identify the groups to meet with for this process. An agenda and data needs list will be prepared for each meeting.

The first meeting will be with the City’s project manager to refine the public participation plan and to discuss and document staff expectations regarding channels of communication, project management, and staff/consultant roles and responsibilities, project approach, data provided by the City, other sources of data, scheduling of Task Force meetings, and possible timing of public engagement events.

### TASK 1.2: COMMUNITY PROFILE AND EXISTING PLAN REVIEW

This task is focused on the gathering of a range of existing conditions data that helps to tell the story of Marshall’s history and current conditions. Demographic data will be collected and reviewed to understand the current and historic populations of Marshall using a range of available data sources. The release of initial 2020 Census data is anticipated during this planning process and will be woven into our efforts as it is released. Physical data about Marshall will also be mapped, such as existing boundaries, land use, natural features, natural and man-made barriers, historic districts, and public facilities using available GIS data and other data sources. This effort will also include the review of the existing land use map with coordination and support from City planning staff. Data collected during this task will inform the issues and opportunities for each plan element and will provide a baseline of information for long-range planning to be built upon.

Our team will also work to establish an idea of “where can the city go” by exploring projections for population, housing, workforce, and employment growth through the 20-year planning horizon of the plan. Updated

projections are anticipated within the 2020 calendar year and will be used to create estimates for the Comprehensive Plan Update. Projections will help the planning team understand the scale and character of potential growth and change, and its impact on land use, housing, redevelopment, and other aspects of the Comprehensive Plan.

The project team will also review planning documents completed in the last twenty years. These documents provide important information about the City's various systems and the goals and recommendation of these plans should be woven into the planning process. Our review of these documents will identify goals and implementation actions that should be carried into the Comprehensive Plan Update. The existing plans that will be reviewed include, but are not limited to:

- Comprehensive Infrastructure Planning Study
- Comprehensive Housing Action Plan
- Downtown Redevelopment Plan
- Marshall – Ryan Field Airport Brochure
- Marshall Housing Study
- Marshall Lyon County Retail Trade Analysis Report
- Marshall Comprehensive Housing Needs Analysis Report
- Hotel Market Study
- EDA Annual Report

### TASK 1.3: TASK FORCE MEETING #1

The first virtual meeting of the Task Force will be used to kick-off the planning process. This meeting will provide an opportunity for the SRF team, City staff, and Task Force members to review the overall scope and timeline of the planning effort, discuss roles and responsibilities, and explore initial issues and opportunities.

This virtual meeting also provides an opportunity to define a “brand” for the planning process. In our experience, it can be advantageous to create a brand for the plan early on. Branding the plan can help add needed interest to the process, making advertising simpler with a unique name or phrase recognition. The comprehensive plan brand can build upon the city's existing brand – *Cultivating the Best in Us*.

## TASK 2: WHERE CAN WE GO?

Once the understanding of the community's history and current conditions is built, it provides an opportunity to explore future recommendations and a long-range vision. This task will focus on understanding how the City of Marshall can grow and develop within the planning horizon. This will be done by exploring issues and opportunities within the community.

**CITY STAFF COMMITMENT:** Assistance in obtaining local data that may be available to help fine-tune the projections. Initial review and input on the community survey and engagement event questions prior to vetting with the Task Force.

### TASK 2.1: PROJECTIONS

Our team will work to establish an idea of “where can the city go” by first building projections for population, housing, workforce, and employment growth through the planning horizon (both 20 and 30 years can be applied). We will take existing studies into consideration (e.g., retail trade and housing market analyses), update

economic information and reach out to labor market analysts at the MN Department of Employment and Economic Development to make sure we understand labor market dynamics and possible implications for the plan. Projections will help the SRF team, city staff, and the public to understand the scale and character of potential growth and its impact on land use, housing, redevelopment, and other aspects of the comprehensive plan.

## TASK 2.2: TASK FORCE #2

We will meet virtually with the Task Force to present and gather feedback on the following deliverables. These deliverables will be provided to the Task Force in advance of the meeting so that members can come to the meeting well-prepared for discussion.

- Community Profile & Projections Review
- Draft Survey Questions
- Engagement Event Planning

## TASK 2.3: COMMUNITY SURVEY

An early community survey is an opportunity to engage residents at an early stage and gather initial feedback about their likes, dislikes, and hopes for the City of Marshall. SRF will review the results of recent public engagement activities and will draw upon community surveys SRF has prepared for other communities. Questions will also be generated as a result of discussions with City staff and the Task Force regarding more recent and relevant issues in the community. We will prepare a draft and final survey tailored to Marshall. The draft survey will be reviewed by City staff and the Task Force before finalization. The survey will be aimed at gathering input from the public regarding growth and development, community character, quality of life, aesthetics, economic issues, services, and other aspects of life that will contribute to the Comprehensive Plan. The survey will be disseminated via an online engagement tool such as Survey Monkey. Additionally, physical surveys can be developed and distributed to engage community groups that may need another option for engagement. SRF staff will work with the City to disseminate information about the survey, and the planning process in general, through social media channels, newspaper ads, email blasts, utility mailings, etc. Additional opportunities to distribute this survey will be explored with the City, including distribution of the survey to specific community groups. This can include the distribution of the survey to schools and community groups. For example, local schools can be immensely helpful in gaining feedback from students, Marshall's potential future residents and workforce.

## TASK 2.4: VIRTUAL ENGAGEMENT SESSION - ISSUES AND OPPORTUNITIES

Early engagement with the public is important to bring awareness of the planning process and to gather key initial input. To engage the public early in the process, we propose an in-person engagement session dedicated to understanding current issues and opportunities experienced by community members and stakeholders. This meeting provides an opportunity for the project team to share information about the Comprehensive Plan Update and gather initial feedback from the group. Various facilitation tools will be used during the open house to ask questions and gather feedback during a live engagement activity. The presentation and activities will also be available after the meeting virtually for those that could not attend. Engagement activities will be tailored to understand what topics are of most concern for the future of community members and what existing opportunities need to be built upon. This input will directly influence additional data collection and the identification of issues and opportunities. Potential questions include:

- What is your favorite place to visit?

- What is your favorite characteristic of Marshall?
- What is your biggest concern for the future?
- What is the biggest contributor to a high quality of life for you in Marshall?
- What recreation elements or features have you seen in other places that you would like to see more of in Marshall?

Input gathered during this work session will be supplemented by the Community Survey.

Multiple promotional efforts will be used to inform the community of the planning effort and encourage participation in both the survey and the first engagement session. The Public Participation Plan (Task 6.2) will solidify the tools to be used, including social media and email blasts. SRF will work with the City of Marshall to distribute a community mailer to promote the planning effort, survey, and first engagement session.

### TASK 2.5: TASK FORCE #3

A third virtual meeting of the Task Force will be used to review the information input collected to date, using it to inform the community vision and goals. The Task Force will be tasked with reviewing the engagement results from the community survey and first virtual engagement session. This will facilitate a discussion of the draft community vision and goals.

## TASK 3: WHERE DO WE WANT TO GO?

**CITY STAFF COMMITMENT:** Assistance in the development of the vision and goals of the plan, ensuring that they are representative of community input and desired direction of the community.

### 3.1: VISION AND GOALS

The development of a vision statement, goals, and policies is an important initial step in the planning process. These guiding statements will continue to be refined throughout plan development. This task includes the development of goals and policies for the Comprehensive Plan. These statements set the framework for the City of Marshall's Comprehensive Plan because they are intended to be referenced again and again, over the years, to determine if zoning tools, development standards, development applications, funding applications, land use plan amendments and other actions and decisions are consistent with the City's long-term vision. The outcome of the planning process can lead to updates to the zoning ordinance, subdivision regulations, funding applications, or City initiatives. It is important that the goals and policies of the plan support follow-up implementation measures.

Vision, goals, and policies should be practical for use by City of Marshall staff, officials, developers and the public. The SRF team will review the 1997 vision statement, goals, policies, and recommendations to identify completed goals and areas for future growth. Based on the information gathered in prior tasks, combined with our review of the current plan's goals and policies, we will prepare a draft vision statement and draft goals and policies for the Comprehensive Plan Update. We suggest that the initial version remains a work in progress throughout the development of the draft plan, to ensure that public input, future land use decisions, and plan strategies are reflected in the final wording of these guiding principles.

This task also provides an opportunity to identify the issues and opportunities experienced by community members and stakeholders to provide an understanding of where the City is now and where the City can go.

### 3.2: TASK FORCE #4

A fourth virtual meeting of the Task Force provides an opportunity to solidify the draft vision and goals of the comprehensive plan and to discuss plan element analysis and updates.

## TASK 4: HOW DO WE GET THERE?

**CITY STAFF COMMITMENT:** City infrastructure/utility staff assistance in gauging the ability and cost to support potential redevelopment/growth areas. Staff assistance in identifying appropriate images for the visual preference survey exercise. Staff insight into current policies and activities that are effective and those that have not.

### TASK 4.1: PLAN ELEMENTS AND ANALYSIS

This task includes the various planning and analysis efforts to inform the updates to the Comprehensive Plan. Tasks range from the creation of a planned land use map, inventorying community facilities and services and public facilities, reviewing preservation needs, and economic development planning. The analysis completed for each plan element will include a range of tasks to define recommendations and outcomes. These tasks may include GIS mapping activities to display plans and outcomes, research to understand available funding programs and tools, or the calculation of future needs. Through these efforts, appropriate updates will be made to the plan elements identified and described below.

#### *Land Use Analysis and Plan for Future Development*

The land use plan element will include a review of existing land uses using the data collected in earlier tasks and explore future land use opportunities throughout the community. The team will explore opportunities to update the future land use plan to align with the new goals established in this planning process and the other plan elements.

Our planners will work with City staff and the task force to identify potential redevelopment/growth areas and identify potential development types. This effort will factor in analysis completed for the other plan elements to ensure adequate services and facilities are considered. To take reviewers through this process, we will select areas of potential change (new growth areas and/or redevelopment areas) and provide an array of different land uses (i.e., varying residential densities, commercial intensities, etc.) with associated photos from the community and nearby communities to show what realistically could be developed in the future. A tool to help communicate the different land use patterns and gather input are visual preference posters.

#### *Community Facilities and Services Analysis*

The community facilities and services element will review existing community facilities and service provisions throughout the community. This task will require coordination with City staff to understand the existing system information, including needed improvements and known deficiencies. The analysis completed with this element will strive to identify gaps in service and identify recommendations for future investments.

#### *Economic Development Analysis*

The economic development element will focus on existing and future economic activities from a range of data sources. Projections will be considered for community employment totals, aligning with the overall community projections identified in Task 2. Tools and resources will be reviewed to assist the City with identifying opportunities to diversify the economic climate and support local entrepreneurship.

### *Public Facilities Analysis*

The public facilities element will review existing publicly owned facilities within the community, cataloging the ownership, location, and purpose/service offering. An important element of the public facilities within Marshall are the parks and open spaces. These facilities are locations that community members identify with and contribute to the overall quality of life. This task will require coordination with City staff to provide accurate existing conditions information. The analysis of this plan element will explore gaps in facility offerings and locations, serving as an important tool for the update of the land use plan.

### *Cultural and Environmental Development Factors*

The cultural and environmental development factors element will review existing resources and policies throughout the community, and will identify existing and future maintenance, preservation, and restoration efforts. The results of this analysis will be a key component for updating the future land use plan, ensuring that preservation efforts are maintained. Existing inventories of these resources will be developed with the assistance from City staff and other planning documents.

## **TASK 4.2: ORDINANCE ANALYSIS**

The Comprehensive Plan is developed to serve as a guiding document for land use and zoning decisions for the future of the community. An analysis of the existing ordinance in coordination with the updated Comprehensive Plan provides an opportunity to identify needed updates and amendments to the ordinance to align with the policy guidance of the plan. In this task, our planners will review the City's existing zoning ordinance and provide an assessment of needed updates or additions to the plan that will help the City achieve the vision of the Comprehensive Plan.

## **TASK 4.3: ENGAGEMENT SESSION - PLAN ELEMENT FOCUS GROUPS**

The second public engagement opportunity of the process will look to gather specific feedback on the direction and recommendations of the plan elements and future implementation actions. Focus group meetings will be used to gather community groups and organizations on specific topics within the plan. A total of four focus groups will be held to inform the planning process. A specific group of attendees will be invited based on the chosen topic. For example, a housing focus group may include local real estate professionals, developers, and large tract property owners.

The four focus groups will use a similar format, including a 90 minute meeting to present an overview of the planning process and discussion time on the selected topic. These focus groups are intended to gather specific insight and feedback from community groups on plan recommendations and implementation activities. The SRF team will work with the city's project manager and the Task Force to identify the four topics and an invite list. The meetings will be held virtually with opportunities for members to attend in person, if desired. The City of Marshall will define a meeting location and will attend in person.

## **TASK 4.4: PLAN ELEMENT SURVEY**

A second survey will be used to gather insight on plan recommendations and implementation actions from community members. This survey will build from the format used for the initial community survey in Task 2.3, and all community members will be invited to provide their insight. This survey will gather feedback to confirm the direction of plan recommendations prior to the development of draft plan. A summary of responses will be created and presented to the Task Force in their fifth meeting.

## TASK 4.5: IMPLEMENTATION

Throughout the planning process, we will work with City staff, the Task Force, stakeholders, and the public to identify policies, regulations, or conditions that have affected the City's ability to implement past plans and strategies. If not addressed, these same factors will undoubtedly be brought forward again in the future relative to the elements of the comprehensive plan.

Implementation measure will be aimed at overcoming barriers to plan implementation, and at guiding efforts of city departments or other entities towards steps that will lead to plan implementation. Implementation measures could include:

- Updates to the ordinance
- Jurisdictional coordination initiatives to strengthen relationships
- Follow-up planning efforts related to transportation, parks, or environmental efforts

The implementation plan will prioritize implementation measures into short, medium, and long-range actions to create a manageable and achievable plan for the city's future. City departments or other relevant entities will be identified to carry out the implementation measures. Approximate levels of City investment necessary to undertake each measure will be considered.

## TASK 4.6: TASK FORCE #5

Our team will reconvene virtually with the Task Force for a fifth meeting to discuss potential implementation actions. Through this effort, the Task Force will review the findings of Tasks 4.1, 4.2, and 4.3 and will work together to craft implementation actions and an overall plan. At this meeting, SRF will also present the outline and intent of the full comprehensive plan as it moves into the final stages.

## TASK 5: PLAN DEVELOPMENT

**CITY STAFF COMMITMENT:** City staff from applicable departments will be able to review the various plan elements and draft plan content. Required noticing for public hearings will be handled by City staff.

### TASK 5.1: PLAN DESIGN

The design and layout of the Comprehensive Plan is an important component of the planning process. The format should provide easy to find and reference information for not only staff and elected officials, but the public and community stakeholders. SRF has developed a range of Comprehensive Plans that can be reviewed with staff to identify a desired plan outline and considerations for format and layout. Our team will assess graphical needs for the plan, including charts, maps, and figures that help to illustrate planning themes and topics. GIS maps, tables, and charts will be used throughout the document.

### TASK 5.2: DRAFT AND FINAL PLAN

Using the data collected and analysis completed through the previous tasks, a draft Comprehensive Plan will be developed. A draft plan will be reviewed by the Task Force and the public. Final plans will be prepared for the public hearing process through the Planning Commission and City Council.

The Comprehensive Plan will consist of a concise compilation of important and relevant plan elements, such as goals and policies, population and employment projections, land use opportunities and constraints, the planned



land use map, growth concept plan, and an implementation plan. The plan is intended to be one that is easy to read and understand and will be referenced on a regular basis by City staff and residents of Marshall.

### TASK 5.3: TASK FORCE #6

The final Task Force meeting will involve a review of the draft plan document. Team members will be provided with the document in advance of the meeting in order to come prepared at the meeting to provide comment. SRF will address updates to the plan following the Task Force's input.

### TASK 5.4: FINAL OPEN HOUSE

A final virtual open house and online engagement opportunity will provide an overview of the draft plan. These efforts will provide an overview of the plan for the community and allow for comments to be received prior to finalization. This virtual engagement opportunity is intended to connect the public with the draft plan, prior to adoption, allowing for any initial comments and concerns to be addressed. During this process, SRF will identify how the issues and opportunities identified from the early public engagement were used to guide the development of the draft plan element. This helps to build a consensus with the public and stakeholders that their input was heard and used to inform the process. A virtual open house will be used to share the draft plan and gather community input and feedback. Similar to the other online engagement efforts, live discussion will occur during the meeting and a recording will be available via the project website for later viewing. A public comment period will remain open following the open house to gather additional feedback prior to adoption.

Specific promotional efforts will be used to encourage public participation in the open house, as defined within the Public Participation Plan. SRF will work with the City of Marshall to distribute a community mailer noting the availability of the draft plan for review and promoting the final open house.

### TASK 5.5: REVIEW AND APPROVAL

The SRF team will finalize the Comprehensive Plan by addressing staff, Task Force, and public comments. The final City of Marshall Comprehensive Plan Update will be prepared for the adoption process through the Plan Commission and Common Council.

Stephanie Falkers will support City staff with meeting preparation and attendance of the public hearings for the Plan Commission and Common Council for the adoption of the Comprehensive Plan.

## TASK 6: PROJECT MANAGEMENT

Our team believes that successful projects are those in which all team members work together towards a common goal, communicate effectively, and do what is necessary to meet the needs of the client and the project. At the same time, the project manager must be able to receive, evaluate and disseminate information in an appropriate and timely manner. The team's project manager, Stephanie Falkers, AICP, will be the primary contact for the City of Marshall throughout the process.

**CITY STAFF COMMITMENT:** This task includes ongoing project management. City staff will provide review and comments in response to draft consultant planning products. Staff will need to make local data easily accessible for consultant use. Logistical support in assembling project task force meetings and public meetings will be expected. Throughout the project, at least one city staff person will attend all Task Force meetings and public meetings. Additionally, City staff will assist with the publishing of website and social media content throughout the project process.



City staff will also be responsible for making appropriate updates to the City Council, Planning Commission, and Economic Development Authority throughout the planning process. SRF will assist with the development of content for these updates as needed.

### **TASK 6.1: PROJECT MANAGEMENT**

This task includes coordinating the project team, monitoring schedule and budget, and providing monthly progress reports. Stephanie will ensure open communication regarding project milestones and deliverables throughout the project process. Oversight and assistance will be given by Joni Giese, ASLA, AICP, as the project principal. Effective project management is important to the success of a complex project such as a comprehensive plan update.

We recognize the importance of communication between the consultant and the City to ensure the project is delivered on time and within budget. We will provide bi-weekly updates on project status via phone and email to review the progress of the plan's development. We will also provide monthly progress reports via email. This task also includes monitoring of the project budget, schedule, and review of project invoices.

### **TASK 6.2: PUBLIC PARTICIPATION PLAN**

Early in the planning process, SRF will solidify a Public Participation Plan (PPP) that identifies all public engagement opportunities of the Comprehensive Plan Update, along with roles, responsibilities, and actions for each event to be carried out. The PPP will be reviewed by City staff and the Task Force in Task 1 to ensure that the plan effectively engages all groups and informs the planning process. The PPP will identify specific outreach efforts and opportunities that will be used to promote the engagement activities, including social media, utility mailers, and public access TV opportunities. Considerations for virtual engagement will be highlighted, and opportunities for in-person engagement can be included if desired by the City.

### **TASK 6.3: PROJECT WEBSITE AND SOCIAL MEDIA**

A critical component to the planning process is the dissemination of project updates and deliverables to the public and community groups. SRF will work with the City to create a Comprehensive Plan website that can be seated within the City's existing website to provide information about the planning process. This will be used as a one-stop shop for Comprehensive Plan Information. SRF will provide updated information and language throughout the planning process to be available on the website.

Additionally, SRF will work with the City and other community organizations to maintain a social media presence throughout the planning process. Social media outlets provide an opportunity to disseminate information and advertise for upcoming engagement activities.

### **TASK 6.4: PLANNING COMMISSION AND CITY COUNCIL UPDATES**

The Planning Commission and City Council are important parts of the plan development process, as they will be tasked with implementing the plan after it is completed. To provide opportunities to connect with the planning process, four presentations will be made (two to the Planning Commission and two to the City Council) during the to provide updates and gather insight. These presentations will be held during the regularly scheduled meetings and will last no longer than 30 minutes. SRF will participate in these updates virtually. The SRF team will work with the city's project manager to identify when these updates will be given.

## **ADDITIONAL TASKS**

The following tasks were included in the original proposal but are not included as part of the contracted scope of work. Through an amendment process, the City may add these tasks to the contract as desired. Additional meetings may also be added as noted below. The associated costs for these additional tasks are included in the following pages.

## ADD ALTERNATE ELEMENTS AND ANALYSIS

In addition to the plan elements described in Task 4.1, four plan elements were identified as “add alternates” within the RFP. These four elements are key components of the City’s infrastructure and should be considered as part of long-range land use planning. However, additional analysis and policy development for these four elements are discussed within this task, with separate budget estimates included for each.

### *Transportation Analysis*

The transportation element will verify existing and proposed transportation facilities within the community. The goals and implementation actions defined within past transportation planning efforts and analyses will be woven into this element. Additionally, regional and state priorities will be explored and discussed. The future transportation needs will be reviewed with the land use plan to ensure future planning is in alignment for all elements.

### *Utilities and Other Infrastructure Analysis*

The utilities and other infrastructure plan element will identify existing service offerings within the community and an understanding of the quality of existing infrastructure. Working closely with City staff, this element will identify needed improvements and barriers or opportunities for future system expansions. This element is a key consideration for the future land use plan, looking to ensure that adequate and efficient services can be extended into defined growth areas.

### *Housing Analysis*

The housing element will utilize the 2008 Housing Study and 2015 Marshall Comprehensive Housing Needs Analysis Report to understand historic housing trends and needs for the community. This will provide a baseline understanding for current trends and forecasts to be considered upon. The results of the housing analysis and need identification will be aligned with land use planning and development tools to ensure that the proper planning is in place to support the community’s housing goals.

## ADDITIONAL MEETINGS

The Scope of Work outlines meeting types and quantity discussed for the completion of the Comprehensive Plan. However, additional meetings may be amended to the contract at the City’s desire. The following meeting types may be considered.

- **Task Force Meeting:** This includes an additional meeting of the Comprehensive Plan Task Force beyond the six identified in the scope of work. This would include the preparation of an agenda and materials, attendance and meeting facilitation, and the development of meeting minutes.
- **Stakeholder/Council Presentation:** This meeting format would include the preparation for and presentation at a stakeholder or City Council meeting. It is assumed that presentations for these meeting types would be no longer than 30 minutes.
- **Public Meeting:** This meeting includes an additional engagement opportunity for the public on the Comprehensive Plan. As noted for the other engagement opportunities, considerations for both in-person and virtual engagement would be defined to respond to public health guidelines. This task

includes the preparation of materials and advertisements, meeting facilitation, and summary preparation.

- **Focus Group Meeting:** This task includes a meeting of local stakeholders or groups on a specific topic or with a specific stakeholder group. The planning team would identify a specific invite list and prepare meeting materials for the specific topic to be discussed. This task includes the preparation of an agenda and materials, attendance and meeting facilitation, and the development of meeting minutes.

# Meeting Summary

The following table summarizes the meeting identified in the scope of work. As noted, additional meetings may be amended into the contract at the City's discretion. The intended audience and meeting format (virtual or in-person) for each meeting are identified below.

Task	Meeting	Intended Audience	Format
1	Kick-Off Meetings and City Tour	City staff and leadership	In-Person
1	Task Force Meeting #1	Task Force	Virtual
2	Task Force Meeting #2	Task Force	Virtual
2	Issues and Opportunities Engagement	Public and Stakeholders	In-Person*
2	Task Force Meeting #3	Task Force	Virtual
3	Task Force Meeting #4	Task Force	Virtual
4	Plan Element Focus Groups	Community Groups	Virtual**
4	Task Force Meeting #5	Task Force	Virtual
5	Task Force Meeting #6	Task Force	Virtual
5	Draft Plan Open House	Public and Stakeholders	Virtual**
5	Planning Commission and City Council Hearings for Adoption	Commission and Council	Virtual
6	Planning Commission and City Council Updates (4 total)	Commission and Council	Virtual

\*The in-person public engagement opportunity will include opportunities for the public to participate virtually to provide opportunities to provide feedback outside of the in-person event.

\*\*The virtual public engagement opportunities may include hybrid meeting opportunities which include in-person engagement. At this time, in-person engagement would be facilitated by City staff.

# Schedule

The following process diagram provides the overall timeline for the planning process. Task 1 is anticipated to begin in June of 2021 and the process is anticipated to be completed in May of 2022.



# Cost Summary

The following table outlines the costs associated with each task described within the Scope of Work. The fee estimate associated with the additional tasks described are also provided for reference.

Task	Labor Hours	Total Cost
1 – Where are we now?	90	\$9,254
2 – Where can we go?	77	\$8,426
3 – Where do we want to go?	29	\$3,214
4 – How do we get there?	189	\$19,937
5 – Plan Development	163	\$17,061
6 – Project Management	63	\$6,741
<b>Total</b>	<b>611</b>	<b>\$64,633</b>
<b>Expenses</b>		
Postage	Bulk Mailing Costs (Lump Sum)	\$252
Printing	200 copies @ \$0.35	\$70
<b>Total Expenses</b>		<b>\$322</b>
<b>Total</b>		<b>\$64,955</b>

## ADD ALTERNATE TASKS

The following cost estimates were included within the original proposal for additional add on tasks. These tasks are not included within the Scope of Work but may be amended into the contract at the city's discretion. Additional meeting costs have also been identified in the table below, including costs for both in-person and virtual formats.

Task/Add Alternate	Labor Hours	Expenses	Total Cost
Transportation Analysis	32	\$0	\$3,170
Utility Analysis	28	\$0	\$2,750
Housing Analysis	31	\$0	\$3,144
Task/Add Alternate	Labor Hours	Expenses	Total Cost
Virtual Task Force Meeting	11	\$0	\$1,296
In-Person Task Force Meeting	20	\$ 170.00	\$2,562
Virtual Stakeholder/Council Presentation	11	\$0	\$1,394
In-Person Task Force Meeting	16	\$ 170.00	\$2,260
Virtual Public Meeting	31	\$0	\$3,404
In-Person Public Meeting	38	\$ 170.00	\$4,372
Virtual Focus Group Meeting	15	\$0	\$1,696
In-Person Focus Group Meeting	20	\$ 170.00	\$2,562



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into by and between City of Marshall whose address is 344 West Main Street, Marshall, MN 56258 and SRF Consulting Group, Inc. whose address is 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55406; who are the parties.

### RECITALS

1. City of Marshall seeks to enter into an agreement for the purposes of providing professional services for the Marshall Comprehensive Plan (the "Project"), subject to the terms and conditions of this Agreement.
2. SRF Consulting Group, Inc. represents it is qualified to furnish the services according to the provisions of this Agreement and SRF's Scope of Work and Cost Summary ("SRF's Proposal"), attached and incorporated as **Attachment 1**. For purposes of this Agreement, City of Marshall is defined as the "Client" and SRF Consulting Group, Inc. is defined as "SRF."
3. Therefore, it is agreed:

### AGREEMENT

#### ARTICLE 1: SERVICES / SCOPE OF WORK.

- (a) SRF shall provide the Services described in SRF's Proposal (collectively "Services"). Services not set forth in **Attachment 1** are Additional Services. Except as already noted in **Attachment 1**, SRF shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the Client's authorized representative.
- (b) SRF agrees to perform Services in accordance with the terms and provisions set forth in this Agreement. No terms and conditions or other documents shall be binding on SRF unless a copy of any such terms and conditions or documents has been furnished to SRF and made part of this Agreement.
- (c) SRF will perform all professional Services in a manner consistent with the care and skill ordinarily used by members of SRF's profession practicing under similar conditions at the same time and general location (the "Standard of Care"). SRF makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with SRF's Services. SRF will re-perform any Services not meeting this Standard without additional compensation.
- (d) Any changes in Services to be performed by SRF requires an amendment ("Amendment") to this Agreement and will not be effective until it has been executed and approved by the Parties. A memo to either Party indicating changes is not legally binding and is not sufficient to make the changes.
- (e) SRF agrees that in the performance of the Services herein, SRF shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices and shall obtain any permits or licenses necessary for its operations.

#### ARTICLE 2: CONTRACT REQUIREMENTS.

- a) **Government Data Practices and Intellectual Property Rights.** SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or



disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

- b) **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, SRF consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations.
- c) **Workers Compensation.** SRF certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. SRF's employees and agents will not be considered the Client employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Client's obligation or responsibility.
- d) **Records – Availability and Retention.** SRF's shall comply with [Minn. Stat. § 16C.05](#), Subd. 5 as it applies to audits, availability, and record retention associated with this Agreement for at least 6 years after the end of the Agreement:
  - (1) Books,
  - (2) Records,
  - (3) Documents,
  - (4) Accounting procedures, and
  - (5) Accounting practices of SRF, its subcontractors, or suppliers
- e) **Regulatory Changes.** SRF shall be compensated for changes in the Services necessitated by the enactment or revisions of codes, laws or regulations that are made applicable to the Project subsequent to execution of this Agreement, and its time for performance shall be extended if the changes(s) result in delay to the Project Schedule. Such changes shall be made by an Amendment pursuant to this Article.
- f) **Affirmative Action.** SRF agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. §363A.02](#). SRF agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- g) SRF shall not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. SRF agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part [5000.3500](#).





### ARTICLE 3: CLIENT OBLIGATIONS.

In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall: (1) provide full information as to the requirements for the Services; (2) assist SRF by placing at SRF's disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of SRF's Services, observes or otherwise becomes aware of the presence at the Project site of any constituent of concern, or of any defect or nonconformance in SRF's Services, the work, or in the performance of any contractor; and (4) provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of Services under this Agreement. SRF will comply with such policies and procedures pursuant to the Standard of Care set forth in Article 1(c) and to the extent compliance is not inconsistent with professional practice requirements (the "Client's Duties").

### ARTICLE 4: TERM OF AGREEMENT; PERFORMANCE SCHEDULE.

- (a) This Agreement shall be in effect from the latter of the two signature dates set forth below (the "Effective Date") and will expire on the date all services are completed and final payment has been issued, unless terminated pursuant to Article 8. The obligation to perform the Services per the Standard of Care which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement.
- (b) SRF shall comply with all time requirements and deadline dates described in **Attachment 1**. Notwithstanding the foregoing, this is not a warranty or guarantee and in no event will SRF be responsible for damages due to delays beyond SRF's reasonable control.

### ARTICLE 5: KEY PERSONNEL.

With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective Party whom the individual represents.

SRF Key Personnel:	<u>Stephanie Falkers</u>
Client Key Personnel:	<u>Ilya Gutman</u>

### ARTICLE 6: CONSIDERATION AND PAYMENT.

- (a) SRF will be paid on an hourly basis in the amounts set out in the Cost Summary of **Attachment 1**. The total obligation of the Client for all compensation and reimbursements to SRF shall not exceed **\$64,955.00**.
- (b) For reimbursable expenses, the compensation shall be the actual expense incurred by SRF and SRF's subcontractor(s), without mark-up. Requests for reimbursements shall be accompanied by supporting documentation, as well as any documentation of actual costs incurred and paid by SRF in performing the Services hereunder, and such other documentation as the Client may reasonably request.
- (c) It is understood and agreed that Client will not be responsible for payment of any costs incurred by SRF above the then authorized total amount as further set forth in **Attachment 1**.

### ARTICLE 7: INVOICING AND REPORTS.

- (a) SRF shall provide Client with reports summarizing allowable costs associated with this Agreement, including all invoices, on a monthly basis during the term of this Agreement.



- (b) SRF shall submit monthly progress report forms prescribed by the Client.
- (c) The Client will make undisputed payments no later than thirty-five (35) days' after receiving SRF's invoices for Services performed.
- (d) The Client shall not withhold amounts from SRF's compensation to impose a penalty or liquidated damages on SRF, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless SRF agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

#### **ARTICLE 8: TERMINATION AND SUSPENSION.**

- (a) **Termination by Client.** Client may terminate this Agreement at any time, with or without cause, by providing ten (10) days' written Notice of Termination to SRF pursuant to the requirements as set forth in Article 10. Upon termination, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed.
- (b) **Termination for Insufficient Funding.** The Client may immediately terminate this Agreement if it does not obtain funding from the State, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. The Client is not obligated to pay for any Services that are provided after Notice and effective date of termination. However, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed to the extent that funds are available. The Client must provide SRF notice of the lack of funding within a reasonable time of Client's receiving that notice.
- (c) **Suspension.** If the Client fails to make payments to SRF in accordance with this Agreement, and said payments are not otherwise disputed by the Client, then SRF may suspend its Services under this Agreement. If SRF elects to suspend services, it shall give ten (10) days' written notice to the Client before doing so. SRF shall have no liability to the Client for delay or damage caused by such suspension of Services. Before resuming Services, SRF shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the SRF's Services.

#### **ARTICLE 9: - OWNERSHIP AND USE OF DOCUMENTS.**

- (a) The Client owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works created under this Agreement and for which SRF has received Final Payment. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." "Works" includes Documents. "Documents" are comprised of written and electronic forms of deliverables created under the terms of this Agreement, and of Electronic Data including the originals of any data or databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by SRF, its employees, agents or subcontractors, in the performance of Services under the terms of this Agreement.. Reuse or modification of the SRF's Documents in any manner, or authorization of reuse or modification by others, without the SRF's professional involvement will be at the Client's sole risk and without liability to SRF.
- (b) This Agreement does not affect the ownership of each Party's pre-existing, intellectual property. Each Party further acknowledges that it acquires no rights under this Agreement to the other Party's pre-existing intellectual property, other than any limited right explicitly granted in this Agreement.



#### **ARTICLE 10: NOTICES.**

Any notice required under this Agreement shall be in writing and addressed to the primary point of contact ("POC") as designated by both Parties at the address provided by both primary POC's. All notices shall be delivered via certified mail and effective upon the certified mail return date of receipt.

#### **ARTICLE 11: CONTROLLING LAW AND VENUE.**

The laws of the state of Minnesota govern this Agreement. Venue for all legal proceedings arising out of this Agreement, or breach of this Agreement, is in state or federal court with competent jurisdiction in the county where the Project is located.

#### **ARTICLE 12: LIABILITY AND INDEMNIFICATION.**

- (a) To the fullest extent permitted by law, SRF hereby agrees to indemnify and hold harmless the Client from and against any and all liability for claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent the same is proximately caused by the negligent or wrongful acts, errors, or omissions of SRF or of anyone acting under its control in its provision of Services under this Agreement.
- (b) Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Client is otherwise entitled by state statute to which statutory tort limits apply.
- (c) SRF and Client waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services provided by SRF, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.
- (d) Notwithstanding any other provision of this Agreement, SRF shall not be in breach of this Agreement nor shall it be liable to Client for any losses or damages of any type, including, without limitation, consequential or incidental damages or damages for lost profits, arising from delays or changes in the Services due to any act or neglect of Client or its employees.
- (e) Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, natural disasters or other adverse weather conditions not reasonable foreseeable, riots, acts of war or terrorism, acts of God, or acts, omissions or delays in acting by any governmental authority, delays in transportation, unavoidable casualties, diseases, pandemics/epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, strikes, or other labor disturbances or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event").. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay.
- (f) The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.



**ARTICLE 13: CONTRACTUAL RELATIONSHIP.**

No contractual relationship will be recognized under the Agreement other than the contractual relationship between SRF and Client.

**ARTICLE 14: REPRESENTATIONS.**

- (a) SRF has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any representative of the Client with a view toward securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- (b) SRF will not contract with subcontractors, vendors or supplier who are currently suspended or debarred or have a suspension or debarment end date within the past three years by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. SRF represents and warrants that it is not presently suspended or debarred or proposed for suspension or debarment by any government agency.

**ARTICLE 15: INSURANCE.**

- (a) SRF shall procure and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the types of insurance and policy limits as follows:

Worker's Compensation:	Minnesota Statutory
Employer's Liability:	\$1,000,000 Each Accident \$1,000,000 Disease (Policy Limit) \$1,000,000 Disease (EA Employee)
Commercial General Liability:	\$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate Including Premises and Operations Bodily Injury and Property Damage, Independent Contractors, Products and Completed Operations Liability, Personal and Advertising Injury.
Business Automobile Liability:	\$2,000,000 Combined single limit each occurrence coverage or the equivalent covering owned, non-owned and hired automobiles.
Professional Liability:	Professional Liability Insurance providing coverage for all claims SRF may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to SRF' professional services performed under this Agreement. Minimum limits of liability shall be: \$2,000,000 Each Claim \$2,000,000 Annual Aggregate
Umbrella/Excess Liability	An Umbrella or Excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.



- (b) Policies shall name the Client as an Additional Insured limited to General Liability and Automobile Liability.
- (c) SRF shall require all subcontractors, and any other subcontractors to which the Parties agree in writing are subcontractors of SRF, to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its subcontractors to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF with copies of each corresponding certificate provided to the Client upon request.

#### **ARTICLE 16: PROHIBITION AGAINST ASSIGNMENT.**

This is a bilateral Professional Services Agreement. Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.

#### **ARTICLE 17: OTHER.**

- (a) The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
- (b) This Agreement, including any Attachments or Exhibits hereto, constitutes the entire and exclusive agreement of the Parties and supersedes any prior agreements whether oral or written, concerning the subject matter hereof.
- (c) The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and the remainder shall be construed as if the invalidated portion shall have never been part of this Agreement.
- (d) Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any terms of this Agreement.

#### **ARTICLE 18: SERVICES AND CONTRACT DOCUMENTS.**

- (a) This Agreement includes the following documents which are incorporated and attached to this Agreement:

Attachment 1: SRF's Proposal

- (b) SRF shall insert all or some part of a term and condition that is required or necessary to be so included in all lower-tier subcontracts and shall require all lower-tier subcontractors to comply with such provisions for the duration of their respective subcontracts.

#### **ARTICLE 19: INTERPRETATION.**

This Agreement has been drafted through a cooperative effort of SRF and Client and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.



**ARTICLE 20: SIGNATURES.**

The individual signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the Parties for whom they sign. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

**ARTICLE 21: ELECTRONIC SIGNATURES.**

Each Party agrees that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in their behalf.

**SRF CONSULTING GROUP, INC.**

(with delegated authority)

Signed:

Printed Name: Paul Martens

Title: Chief Financial Officer

Date:

**CITY OF MARSHALL**

(with delegated authority)

Signed:

Printed Name: Robert Byrnes

Title: Mayor

Date:

**Attest:**

Signed:

Printed Name: Kyle Box

Title: City Clerk

Date:

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# Marshall Comprehensive Plan Scope of Work

## TASK 1: WHERE ARE WE NOW?

**CITY STAFF COMMITMENT:** In this very important phase of the project, SRF will work with City staff and the Planning Commission to kick off the project, initiate the public engagement process, and “brand” the project for easy recognition by the public and stakeholders.

This task involves the review of existing and past planning documents and studies, and review and analysis of Marshall data from the State Demographic Center, US Census sources, and other relevant sources. The outcome of this phase of plan development is to document the current characteristics of the city and show how it has changed, both physically and demographically. This task will result in an updated Community Profile document. City staff will help the SRF team to easily access all relevant studies and plans, in addition to local data not electronically available. City infrastructure/utility staff will be available to discuss water and sewer system capacities and plans, as well as planned transportation projects.

### TASK 1.1: CITY STAFF KICKOFF MEETING

Early in the planning process, SRF will meet with City staff to kick-off the plan update. This task is intended to provide an opportunity to kick-off the Comprehensive Plan Update for both the consultant team and City staff. This task includes a day of meetings and a city tour to kick-off the project, collect data, and learn from each other. The kick-off process includes hour long meetings with various department heads and staff groups and dedicated time for a virtual tour of the City with the City’s project manager. This provides an opportunity to share the planning process with all staff, understand their expectations, and gather initial input. These meetings will be held in person, following applicable social distancing and other COVID-19 guidelines. The SRF team will work with the City’s project manager to identify the groups to meet with for this process. An agenda and data needs list will be prepared for each meeting.

The first meeting will be with the City’s project manager to refine the public participation plan and to discuss and document staff expectations regarding channels of communication, project management, and staff/consultant roles and responsibilities, project approach, data provided by the City, other sources of data, scheduling of Task Force meetings, and possible timing of public engagement events.

### TASK 1.2: COMMUNITY PROFILE AND EXISTING PLAN REVIEW

This task is focused on the gathering of a range of existing conditions data that helps to tell the story of Marshall’s history and current conditions. Demographic data will be collected and reviewed to understand the current and historic populations of Marshall using a range of available data sources. The release of initial 2020 Census data is anticipated during this planning process and will be woven into our efforts as it is released. Physical data about Marshall will also be mapped, such as existing boundaries, land use, natural features, natural and man-made barriers, historic districts, and public facilities using available GIS data and other data sources. This effort will also include the review of the existing land use map with coordination and support from City planning staff. Data collected during this task will inform the issues and opportunities for each plan element and will provide a baseline of information for long-range planning to be built upon.

Our team will also work to establish an idea of “where can the city go” by exploring projections for population, housing, workforce, and employment growth through the 20-year planning horizon of the plan. Updated



projections are anticipated within the 2020 calendar year and will be used to create estimates for the Comprehensive Plan Update. Projections will help the planning team understand the scale and character of potential growth and change, and its impact on land use, housing, redevelopment, and other aspects of the Comprehensive Plan.

The project team will also review planning documents completed in the last twenty years. These documents provide important information about the City's various systems and the goals and recommendation of these plans should be woven into the planning process. Our review of these documents will identify goals and implementation actions that should be carried into the Comprehensive Plan Update. The existing plans that will be reviewed include, but are not limited to:

- Comprehensive Infrastructure Planning Study
- Comprehensive Housing Action Plan
- Downtown Redevelopment Plan
- Marshall – Ryan Field Airport Brochure
- Marshall Housing Study
- Marshall Lyon County Retail Trade Analysis Report
- Marshall Comprehensive Housing Needs Analysis Report
- Hotel Market Study
- EDA Annual Report

### TASK 1.3: TASK FORCE MEETING #1

The first virtual meeting of the Task Force will be used to kick-off the planning process. This meeting will provide an opportunity for the SRF team, City staff, and Task Force members to review the overall scope and timeline of the planning effort, discuss roles and responsibilities, and explore initial issues and opportunities.

This virtual meeting also provides an opportunity to define a “brand” for the planning process. In our experience, it can be advantageous to create a brand for the plan early on. Branding the plan can help add needed interest to the process, making advertising simpler with a unique name or phrase recognition. The comprehensive plan brand can build upon the city's existing brand – *Cultivating the Best in Us*.

## TASK 2: WHERE CAN WE GO?

Once the understanding of the community's history and current conditions is built, it provides an opportunity to explore future recommendations and a long-range vision. This task will focus on understanding how the City of Marshall can grow and develop within the planning horizon. This will be done by exploring issues and opportunities within the community.

**CITY STAFF COMMITMENT:** Assistance in obtaining local data that may be available to help fine-tune the projections. Initial review and input on the community survey and engagement event questions prior to vetting with the Task Force.

### TASK 2.1: PROJECTIONS

Our team will work to establish an idea of “where can the city go” by first building projections for population, housing, workforce, and employment growth through the planning horizon (both 20 and 30 years can be applied). We will take existing studies into consideration (e.g., retail trade and housing market analyses), update



economic information and reach out to labor market analysts at the MN Department of Employment and Economic Development to make sure we understand labor market dynamics and possible implications for the plan. Projections will help the SRF team, city staff, and the public to understand the scale and character of potential growth and its impact on land use, housing, redevelopment, and other aspects of the comprehensive plan.

## TASK 2.2: TASK FORCE #2

We will meet virtually with the Task Force to present and gather feedback on the following deliverables. These deliverables will be provided to the Task Force in advance of the meeting so that members can come to the meeting well-prepared for discussion.

- Community Profile & Projections Review
- Draft Survey Questions
- Engagement Event Planning

## TASK 2.3: COMMUNITY SURVEY

An early community survey is an opportunity to engage residents at an early stage and gather initial feedback about their likes, dislikes, and hopes for the City of Marshall. SRF will review the results of recent public engagement activities and will draw upon community surveys SRF has prepared for other communities. Questions will also be generated as a result of discussions with City staff and the Task Force regarding more recent and relevant issues in the community. We will prepare a draft and final survey tailored to Marshall. The draft survey will be reviewed by City staff and the Task Force before finalization. The survey will be aimed at gathering input from the public regarding growth and development, community character, quality of life, aesthetics, economic issues, services, and other aspects of life that will contribute to the Comprehensive Plan. The survey will be disseminated via an online engagement tool such as Survey Monkey. Additionally, physical surveys can be developed and distributed to engage community groups that may need another option for engagement. SRF staff will work with the City to disseminate information about the survey, and the planning process in general, through social media channels, newspaper ads, email blasts, utility mailings, etc. Additional opportunities to distribute this survey will be explored with the City, including distribution of the survey to specific community groups. This can include the distribution of the survey to schools and community groups. For example, local schools can be immensely helpful in gaining feedback from students, Marshall's potential future residents and workforce.

## TASK 2.4: VIRTUAL ENGAGEMENT SESSION - ISSUES AND OPPORTUNITIES

Early engagement with the public is important to bring awareness of the planning process and to gather key initial input. To engage the public early in the process, we propose an in-person engagement session dedicated to understanding current issues and opportunities experienced by community members and stakeholders. This meeting provides an opportunity for the project team to share information about the Comprehensive Plan Update and gather initial feedback from the group. Various facilitation tools will be used during the open house to ask questions and gather feedback during a live engagement activity. The presentation and activities will also be available after the meeting virtually for those that could not attend. Engagement activities will be tailored to understand what topics are of most concern for the future of community members and what existing opportunities need to be built upon. This input will directly influence additional data collection and the identification of issues and opportunities. Potential questions include:

- What is your favorite place to visit?

- What is your favorite characteristic of Marshall?
- What is your biggest concern for the future?
- What is the biggest contributor to a high quality of life for you in Marshall?
- What recreation elements or features have you seen in other places that you would like to see more of in Marshall?

Input gathered during this work session will be supplemented by the Community Survey.

Multiple promotional efforts will be used to inform the community of the planning effort and encourage participation in both the survey and the first engagement session. The Public Participation Plan (Task 6.2) will solidify the tools to be used, including social media and email blasts. SRF will work with the City of Marshall to distribute a community mailer to promote the planning effort, survey, and first engagement session.

### TASK 2.5: TASK FORCE #3

A third virtual meeting of the Task Force will be used to review the information input collected to date, using it to inform the community vision and goals. The Task Force will be tasked with reviewing the engagement results from the community survey and first virtual engagement session. This will facilitate a discussion of the draft community vision and goals.

## TASK 3: WHERE DO WE WANT TO GO?

**CITY STAFF COMMITMENT:** Assistance in the development of the vision and goals of the plan, ensuring that they are representative of community input and desired direction of the community.

### 3.1: VISION AND GOALS

The development of a vision statement, goals, and policies is an important initial step in the planning process. These guiding statements will continue to be refined throughout plan development. This task includes the development of goals and policies for the Comprehensive Plan. These statements set the framework for the City of Marshall's Comprehensive Plan because they are intended to be referenced again and again, over the years, to determine if zoning tools, development standards, development applications, funding applications, land use plan amendments and other actions and decisions are consistent with the City's long-term vision. The outcome of the planning process can lead to updates to the zoning ordinance, subdivision regulations, funding applications, or City initiatives. It is important that the goals and policies of the plan support follow-up implementation measures.

Vision, goals, and policies should be practical for use by City of Marshall staff, officials, developers and the public. The SRF team will review the 1997 vision statement, goals, policies, and recommendations to identify completed goals and areas for future growth. Based on the information gathered in prior tasks, combined with our review of the current plan's goals and policies, we will prepare a draft vision statement and draft goals and policies for the Comprehensive Plan Update. We suggest that the initial version remains a work in progress throughout the development of the draft plan, to ensure that public input, future land use decisions, and plan strategies are reflected in the final wording of these guiding principles.

This task also provides an opportunity to identify the issues and opportunities experienced by community members and stakeholders to provide an understanding of where the City is now and where the City can go.

### 3.2: TASK FORCE #4

A fourth virtual meeting of the Task Force provides an opportunity to solidify the draft vision and goals of the comprehensive plan and to discuss plan element analysis and updates.

## TASK 4: HOW DO WE GET THERE?

**CITY STAFF COMMITMENT:** City infrastructure/utility staff assistance in gauging the ability and cost to support potential redevelopment/growth areas. Staff assistance in identifying appropriate images for the visual preference survey exercise. Staff insight into current policies and activities that are effective and those that have not.

### TASK 4.1: PLAN ELEMENTS AND ANALYSIS

This task includes the various planning and analysis efforts to inform the updates to the Comprehensive Plan. Tasks range from the creation of a planned land use map, inventorying community facilities and services and public facilities, reviewing preservation needs, and economic development planning. The analysis completed for each plan element will include a range of tasks to define recommendations and outcomes. These tasks may include GIS mapping activities to display plans and outcomes, research to understand available funding programs and tools, or the calculation of future needs. Through these efforts, appropriate updates will be made to the plan elements identified and described below.

#### *Land Use Analysis and Plan for Future Development*

The land use plan element will include a review of existing land uses using the data collected in earlier tasks and explore future land use opportunities throughout the community. The team will explore opportunities to update the future land use plan to align with the new goals established in this planning process and the other plan elements.

Our planners will work with City staff and the task force to identify potential redevelopment/growth areas and identify potential development types. This effort will factor in analysis completed for the other plan elements to ensure adequate services and facilities are considered. To take reviewers through this process, we will select areas of potential change (new growth areas and/or redevelopment areas) and provide an array of different land uses (i.e., varying residential densities, commercial intensities, etc.) with associated photos from the community and nearby communities to show what realistically could be developed in the future. A tool to help communicate the different land use patterns and gather input are visual preference posters.

#### *Community Facilities and Services Analysis*

The community facilities and services element will review existing community facilities and service provisions throughout the community. This task will require coordination with City staff to understand the existing system information, including needed improvements and known deficiencies. The analysis completed with this element will strive to identify gaps in service and identify recommendations for future investments.

#### *Economic Development Analysis*

The economic development element will focus on existing and future economic activities from a range of data sources. Projections will be considered for community employment totals, aligning with the overall community projections identified in Task 2. Tools and resources will be reviewed to assist the City with identifying opportunities to diversify the economic climate and support local entrepreneurship.

### *Public Facilities Analysis*

The public facilities element will review existing publicly owned facilities within the community, cataloging the ownership, location, and purpose/service offering. An important element of the public facilities within Marshall are the parks and open spaces. These facilities are locations that community members identify with and contribute to the overall quality of life. This task will require coordination with City staff to provide accurate existing conditions information. The analysis of this plan element will explore gaps in facility offerings and locations, serving as an important tool for the update of the land use plan.

### *Cultural and Environmental Development Factors*

The cultural and environmental development factors element will review existing resources and policies throughout the community, and will identify existing and future maintenance, preservation, and restoration efforts. The results of this analysis will be a key component for updating the future land use plan, ensuring that preservation efforts are maintained. Existing inventories of these resources will be developed with the assistance from City staff and other planning documents.

## **TASK 4.2: ORDINANCE ANALYSIS**

The Comprehensive Plan is developed to serve as a guiding document for land use and zoning decisions for the future of the community. An analysis of the existing ordinance in coordination with the updated Comprehensive Plan provides an opportunity to identify needed updates and amendments to the ordinance to align with the policy guidance of the plan. In this task, our planners will review the City's existing zoning ordinance and provide an assessment of needed updates or additions to the plan that will help the City achieve the vision of the Comprehensive Plan.

## **TASK 4.3: ENGAGEMENT SESSION - PLAN ELEMENT FOCUS GROUPS**

The second public engagement opportunity of the process will look to gather specific feedback on the direction and recommendations of the plan elements and future implementation actions. Focus group meetings will be used to gather community groups and organizations on specific topics within the plan. A total of four focus groups will be held to inform the planning process. A specific group of attendees will be invited based on the chosen topic. For example, a housing focus group may include local real estate professionals, developers, and large tract property owners.

The four focus groups will use a similar format, including a 90 minute meeting to present an overview of the planning process and discussion time on the selected topic. These focus groups are intended to gather specific insight and feedback from community groups on plan recommendations and implementation activities. The SRF team will work with the city's project manager and the Task Force to identify the four topics and an invite list. The meetings will be held virtually with opportunities for members to attend in person, if desired. The City of Marshall will define a meeting location and will attend in person.

## **TASK 4.4: PLAN ELEMENT SURVEY**

A second survey will be used to gather insight on plan recommendations and implementation actions from community members. This survey will build from the format used for the initial community survey in Task 2.3, and all community members will be invited to provide their insight. This survey will gather feedback to confirm the direction of plan recommendations prior to the development of draft plan. A summary of responses will be created and presented to the Task Force in their fifth meeting.

## TASK 4.5: IMPLEMENTATION

Throughout the planning process, we will work with City staff, the Task Force, stakeholders, and the public to identify policies, regulations, or conditions that have affected the City's ability to implement past plans and strategies. If not addressed, these same factors will undoubtedly be brought forward again in the future relative to the elements of the comprehensive plan.

Implementation measure will be aimed at overcoming barriers to plan implementation, and at guiding efforts of city departments or other entities towards steps that will lead to plan implementation. Implementation measures could include:

- Updates to the ordinance
- Jurisdictional coordination initiatives to strengthen relationships
- Follow-up planning efforts related to transportation, parks, or environmental efforts

The implementation plan will prioritize implementation measures into short, medium, and long-range actions to create a manageable and achievable plan for the city's future. City departments or other relevant entities will be identified to carry out the implementation measures. Approximate levels of City investment necessary to undertake each measure will be considered.

## TASK 4.6: TASK FORCE #5

Our team will reconvene virtually with the Task Force for a fifth meeting to discuss potential implementation actions. Through this effort, the Task Force will review the findings of Tasks 4.1, 4.2, and 4.3 and will work together to craft implementation actions and an overall plan. At this meeting, SRF will also present the outline and intent of the full comprehensive plan as it moves into the final stages.

## TASK 5: PLAN DEVELOPMENT

**CITY STAFF COMMITMENT:** City staff from applicable departments will be able to review the various plan elements and draft plan content. Required noticing for public hearings will be handled by City staff.

### TASK 5.1: PLAN DESIGN

The design and layout of the Comprehensive Plan is an important component of the planning process. The format should provide easy to find and reference information for not only staff and elected officials, but the public and community stakeholders. SRF has developed a range of Comprehensive Plans that can be reviewed with staff to identify a desired plan outline and considerations for format and layout. Our team will assess graphical needs for the plan, including charts, maps, and figures that help to illustrate planning themes and topics. GIS maps, tables, and charts will be used throughout the document.

### TASK 5.2: DRAFT AND FINAL PLAN

Using the data collected and analysis completed through the previous tasks, a draft Comprehensive Plan will be developed. A draft plan will be reviewed by the Task Force and the public. Final plans will be prepared for the public hearing process through the Planning Commission and City Council.

The Comprehensive Plan will consist of a concise compilation of important and relevant plan elements, such as goals and policies, population and employment projections, land use opportunities and constraints, the planned

land use map, growth concept plan, and an implementation plan. The plan is intended to be one that is easy to read and understand and will be referenced on a regular basis by City staff and residents of Marshall.

### TASK 5.3: TASK FORCE #6

The final Task Force meeting will involve a review of the draft plan document. Team members will be provided with the document in advance of the meeting in order to come prepared at the meeting to provide comment. SRF will address updates to the plan following the Task Force's input.

### TASK 5.4: FINAL OPEN HOUSE

A final virtual open house and online engagement opportunity will provide an overview of the draft plan. These efforts will provide an overview of the plan for the community and allow for comments to be received prior to finalization. This virtual engagement opportunity is intended to connect the public with the draft plan, prior to adoption, allowing for any initial comments and concerns to be addressed. During this process, SRF will identify how the issues and opportunities identified from the early public engagement were used to guide the development of the draft plan element. This helps to build a consensus with the public and stakeholders that their input was heard and used to inform the process. A virtual open house will be used to share the draft plan and gather community input and feedback. Similar to the other online engagement efforts, live discussion will occur during the meeting and a recording will be available via the project website for later viewing. A public comment period will remain open following the open house to gather additional feedback prior to adoption.

Specific promotional efforts will be used to encourage public participation in the open house, as defined within the Public Participation Plan. SRF will work with the City of Marshall to distribute a community mailer noting the availability of the draft plan for review and promoting the final open house.

### TASK 5.5: REVIEW AND APPROVAL

The SRF team will finalize the Comprehensive Plan by addressing staff, Task Force, and public comments. The final City of Marshall Comprehensive Plan Update will be prepared for the adoption process through the Plan Commission and Common Council.

Stephanie Falkers will support City staff with meeting preparation and attendance of the public hearings for the Plan Commission and Common Council for the adoption of the Comprehensive Plan.

## TASK 6: PROJECT MANAGEMENT

Our team believes that successful projects are those in which all team members work together towards a common goal, communicate effectively, and do what is necessary to meet the needs of the client and the project. At the same time, the project manager must be able to receive, evaluate and disseminate information in an appropriate and timely manner. The team's project manager, Stephanie Falkers, AICP, will be the primary contact for the City of Marshall throughout the process.

**CITY STAFF COMMITMENT:** This task includes ongoing project management. City staff will provide review and comments in response to draft consultant planning products. Staff will need to make local data easily accessible for consultant use. Logistical support in assembling project task force meetings and public meetings will be expected. Throughout the project, at least one city staff person will attend all Task Force meetings and public meetings. Additionally, City staff will assist with the publishing of website and social media content throughout the project process.

City staff will also be responsible for making appropriate updates to the City Council, Planning Commission, and Economic Development Authority throughout the planning process. SRF will assist with the development of content for these updates as needed.

### **TASK 6.1: PROJECT MANAGEMENT**

This task includes coordinating the project team, monitoring schedule and budget, and providing monthly progress reports. Stephanie will ensure open communication regarding project milestones and deliverables throughout the project process. Oversight and assistance will be given by Joni Giese, ASLA, AICP, as the project principal. Effective project management is important to the success of a complex project such as a comprehensive plan update.

We recognize the importance of communication between the consultant and the City to ensure the project is delivered on time and within budget. We will provide bi-weekly updates on project status via phone and email to review the progress of the plan's development. We will also provide monthly progress reports via email. This task also includes monitoring of the project budget, schedule, and review of project invoices.

### **TASK 6.2: PUBLIC PARTICIPATION PLAN**

Early in the planning process, SRF will solidify a Public Participation Plan (PPP) that identifies all public engagement opportunities of the Comprehensive Plan Update, along with roles, responsibilities, and actions for each event to be carried out. The PPP will be reviewed by City staff and the Task Force in Task 1 to ensure that the plan effectively engages all groups and informs the planning process. The PPP will identify specific outreach efforts and opportunities that will be used to promote the engagement activities, including social media, utility mailers, and public access TV opportunities. Considerations for virtual engagement will be highlighted, and opportunities for in-person engagement can be included if desired by the City.

### **TASK 6.3: PROJECT WEBSITE AND SOCIAL MEDIA**

A critical component to the planning process is the dissemination of project updates and deliverables to the public and community groups. SRF will work with the City to create a Comprehensive Plan website that can be seated within the City's existing website to provide information about the planning process. This will be used as a one-stop shop for Comprehensive Plan Information. SRF will provide updated information and language throughout the planning process to be available on the website.

Additionally, SRF will work with the City and other community organizations to maintain a social media presence throughout the planning process. Social media outlets provide an opportunity to disseminate information and advertise for upcoming engagement activities.

### **TASK 6.4: PLANNING COMMISSION AND CITY COUNCIL UPDATES**

The Planning Commission and City Council are important parts of the plan development process, as they will be tasked with implementing the plan after it is completed. To provide opportunities to connect with the planning process, four presentations will be made (two to the Planning Commission and two to the City Council) during the to provide updates and gather insight. These presentations will be held during the regularly scheduled meetings and will last no longer than 30 minutes. SRF will participate in these updates virtually. The SRF team will work with the city's project manager to identify when these updates will be given.

## **ADDITIONAL TASKS**



The following tasks were included in the original proposal but are not included as part of the contracted scope of work. Through an amendment process, the City may add these tasks to the contract as desired. Additional meetings may also be added as noted below. The associated costs for these additional tasks are included in the following pages.

## ADD ALTERNATE ELEMENTS AND ANALYSIS

In addition to the plan elements described in Task 4.1, four plan elements were identified as “add alternates” within the RFP. These four elements are key components of the City’s infrastructure and should be considered as part of long-range land use planning. However, additional analysis and policy development for these four elements are discussed within this task, with separate budget estimates included for each.

### *Transportation Analysis*

The transportation element will verify existing and proposed transportation facilities within the community. The goals and implementation actions defined within past transportation planning efforts and analyses will be woven into this element. Additionally, regional and state priorities will be explored and discussed. The future transportation needs will be reviewed with the land use plan to ensure future planning is in alignment for all elements.

### *Utilities and Other Infrastructure Analysis*

The utilities and other infrastructure plan element will identify existing service offerings within the community and an understanding of the quality of existing infrastructure. Working closely with City staff, this element will identify needed improvements and barriers or opportunities for future system expansions. This element is a key consideration for the future land use plan, looking to ensure that adequate and efficient services can be extended into defined growth areas.

### *Housing Analysis*

The housing element will utilize the 2008 Housing Study and 2015 Marshall Comprehensive Housing Needs Analysis Report to understand historic housing trends and needs for the community. This will provide a baseline understanding for current trends and forecasts to be considered upon. The results of the housing analysis and need identification will be aligned with land use planning and development tools to ensure that the proper planning is in place to support the community’s housing goals.

## ADDITIONAL MEETINGS

The Scope of Work outlines meeting types and quantity discussed for the completion of the Comprehensive Plan. However, additional meetings may be amended to the contract at the City’s desire. The following meeting types may be considered.

- **Task Force Meeting:** This includes an additional meeting of the Comprehensive Plan Task Force beyond the six identified in the scope of work. This would include the preparation of an agenda and materials, attendance and meeting facilitation, and the development of meeting minutes.
- **Stakeholder/Council Presentation:** This meeting format would include the preparation for and presentation at a stakeholder or City Council meeting. It is assumed that presentations for these meeting types would be no longer than 30 minutes.
- **Public Meeting:** This meeting includes an additional engagement opportunity for the public on the Comprehensive Plan. As noted for the other engagement opportunities, considerations for both in-person and virtual engagement would be defined to respond to public health guidelines. This task



includes the preparation of materials and advertisements, meeting facilitation, and summary preparation.

- **Focus Group Meeting:** This task includes a meeting of local stakeholders or groups on a specific topic or with a specific stakeholder group. The planning team would identify a specific invite list and prepare meeting materials for the specific topic to be discussed. This task includes the preparation of an agenda and materials, attendance and meeting facilitation, and the development of meeting minutes.

# Meeting Summary

The following table summarizes the meeting identified in the scope of work. As noted, additional meetings may be amended into the contract at the City's discretion. The intended audience and meeting format (virtual or in-person) for each meeting are identified below.

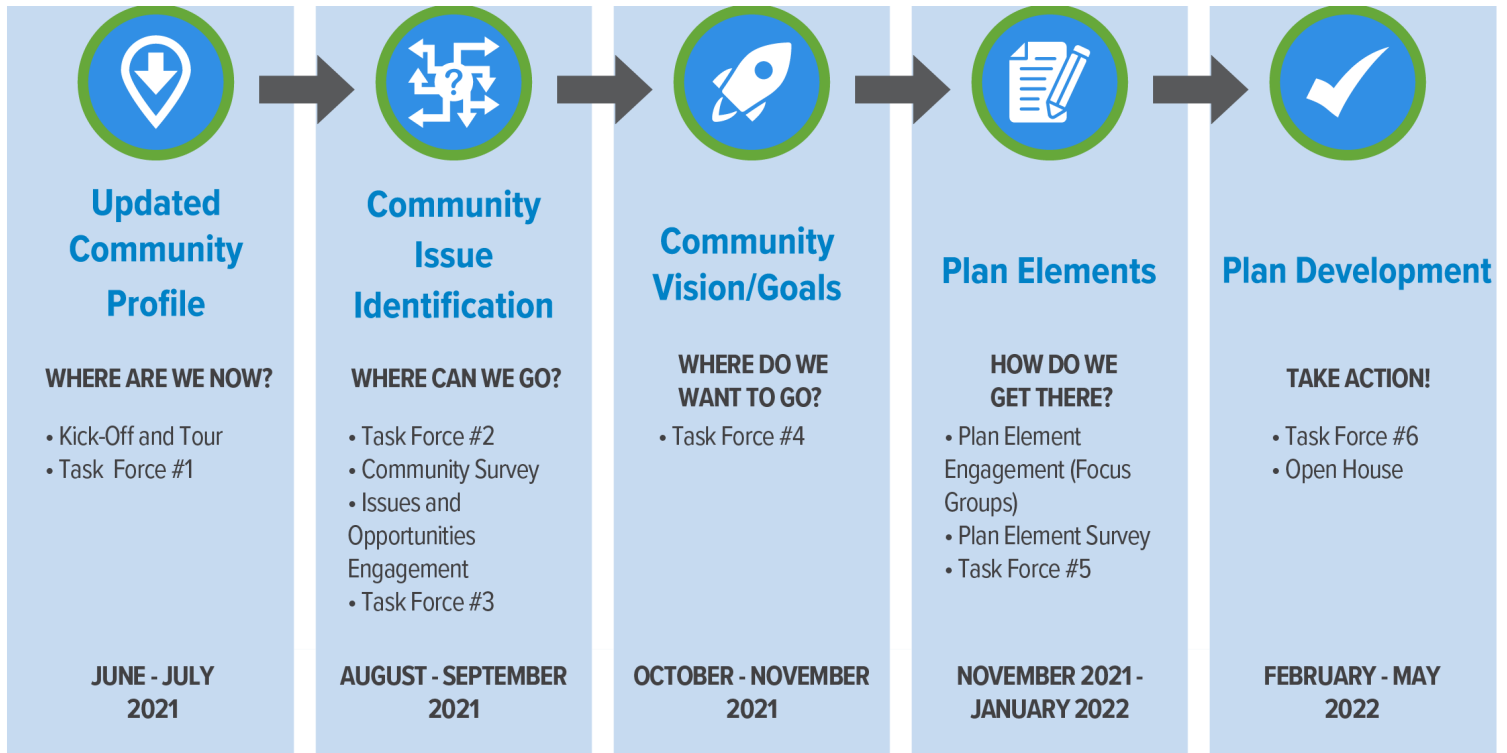
Task	Meeting	Intended Audience	Format
1	Kick-Off Meetings and City Tour	City staff and leadership	In-Person
1	Task Force Meeting #1	Task Force	Virtual
2	Task Force Meeting #2	Task Force	Virtual
2	Issues and Opportunities Engagement	Public and Stakeholders	In-Person*
2	Task Force Meeting #3	Task Force	Virtual
3	Task Force Meeting #4	Task Force	Virtual
4	Plan Element Focus Groups	Community Groups	Virtual**
4	Task Force Meeting #5	Task Force	Virtual
5	Task Force Meeting #6	Task Force	Virtual
5	Draft Plan Open House	Public and Stakeholders	Virtual**
5	Planning Commission and City Council Hearings for Adoption	Commission and Council	Virtual
6	Planning Commission and City Council Updates (4 total)	Commission and Council	Virtual

\*The in-person public engagement opportunity will include opportunities for the public to participate virtually to provide opportunities to provide feedback outside of the in-person event.

\*\*The virtual public engagement opportunities may include hybrid meeting opportunities which include in-person engagement. At this time, in-person engagement would be facilitated by City staff.

# Schedule

The following process diagram provides the overall timeline for the planning process. Task 1 is anticipated to begin in June of 2021 and the process is anticipated to be completed in May of 2022.



# Cost Summary

The following table outlines the costs associated with each task described within the Scope of Work. The fee estimate associated with the additional tasks described are also provided for reference.

Task	Labor Hours	Total Cost
1 – Where are we now?	90	\$9,254
2 – Where can we go?	77	\$8,426
3 – Where do we want to go?	29	\$3,214
4 – How doe we get there?	189	\$19,937
5 – Plan Development	163	\$17,061
6 – Project Management	63	\$6,741
<b>Total</b>	<b>611</b>	<b>\$64,633</b>
<b>Expenses</b>		
Postage	Bulk Mailing Costs (Lump Sum)	\$252
Printing	200 copies @ \$0.35	\$70
<b>Total Expenses</b>		<b>\$322</b>
<b>Total</b>		<b>\$64,955</b>

## ADD ALTERNATE TASKS

The following cost estimates were included within the original proposal for additional add on tasks. These tasks are not included within the Scope of Work but may be amended into the contract at the city's discretion. Additional meeting costs have also been identified in the table below, including costs for both in-person and virtual formats.

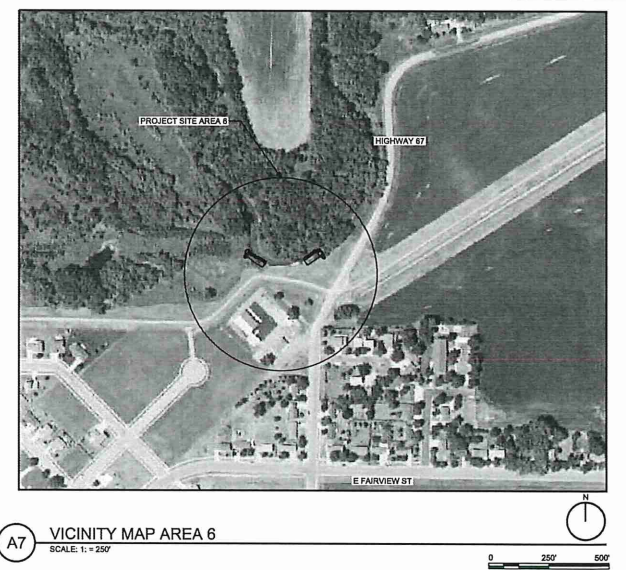
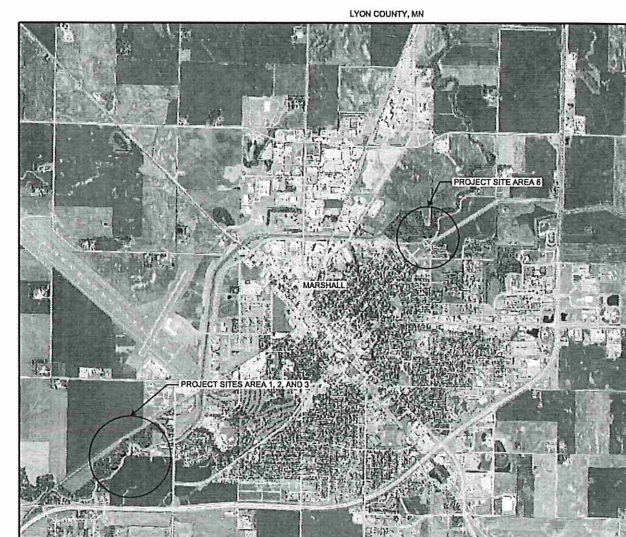
Task/Add Alternate	Labor Hours	Expenses	Total Cost
Transportation Analysis	32	\$0	\$3,170
Utility Analysis	28	\$0	\$2,750
Housing Analysis	31	\$0	\$3,144
Task/Add Alternate	Labor Hours	Expenses	Total Cost
Virtual Task Force Meeting	11	\$0	\$1,296
In-Person Task Force Meeting	20	\$ 170.00	\$2,562
Virtual Stakeholder/Council Presentation	11	\$0	\$1,394
In-Person Task Force Meeting	16	\$ 170.00	\$2,260
Virtual Public Meeting	31	\$0	\$3,404
In-Person Public Meeting	38	\$ 170.00	\$4,372
Virtual Focus Group Meeting	15	\$0	\$1,696
In-Person Focus Group Meeting	20	\$ 170.00	\$2,562

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	US Army Corps of Engineers Betterments Project Authorization.
<b>Background Information:</b>	<p>In spring-summer 2019, City staff brought forward six different locations where some level of slope failure was occurring along our US Army Corps of Engineers (USACE) flood control project. High water events in summer 2018 and spring 2019 resulted in some areas of significant damage to our flood control project. After reviewing the locations with USACE St. Paul District staff, it was determined that four of the six locations may be eligible for federal assistance in rehabilitation under Public Law 84-99 (PL 84-99).</p> <p>At the September 24, 2019 meeting, the City Council entered into an agreement with the USACE for city participation in “betterments” associated with the flood control project repairs. At the time, City staff was informed that the federal government would pay for costs associated with repairing the flood control project to its pre-existing/pre-flood damage condition, and the city would be responsible for all costs associated with improving the project to make the system more resistant to similar damage in the future. In the agreement, the City’s estimated cost participation for these “betterments” is \$150,483.</p> <p>Recently, USACE staff completed project plans and are nearly ready to prepare the project for bid with a 2021 construction schedule. Along with completed plans, the USACE sent over an updated cost proposal. The updated cost proposal reflected a city cost participation of \$440,919, which was significantly greater than the \$150,483 cost participation that the City Council had previously agreed to. City staff initiated conversation with USACE staff and held multiple meetings to discuss the discrepancy and the lack of communication to get to this point.</p> <p>In reviewing the cost estimate City staff learned that the USACE was proposing to cover the costs of site #2 in its entirety, with the city covering the costs of all other project sites (Sites #1, #3, and #6) in their entirety. The thought process from the USACE was that the failure at site #2 was directly compromising the flood protection project and the other three sites were not immediately hazardous to the integrity of the flood control project. City staff disagreed with this proposal and presented our argument to the USACE staff. City staff shared some historical aerial imagery as well as some local river and project knowledge and following further discussion, USACE staff have now proposed to cover all project costs for Sites #1 and #2, with the city being entirely responsible for Sites #3 and #6. The cost estimates for Sites #3 and #6 were \$82,342.63 and \$128,323.55, respectively.</p> <p>At the January 26, 2021 meeting, the City Council authorized City staff to advise USACE officials to bid Sites #3 and #6 as alternates for City consideration upon receipt and tabulation of bids. On May 18, 2021, the USACE opened bids for the levee project.</p>

	<p>Four bids were received, with one bid from a local contractor. The low bid was provided by Kovilic Construction of Franklin Park, Illinois.</p> <p>The construction cost for Site #3 is \$72,300 and the construction cost for Site #6 is \$125,000, for a total of \$197,300. After removing \$20,821.01 for USACE engineering design services, the City has \$129,661.99 balance remaining with the USACE. To complete both Sites #3 and #6, the City would need to contribute an additional \$67,638.01, plus an estimated 10% for construction administration and inspection, resulting in an additional contribution of \$19,730. This is summarized below:</p> <p>If the City does not view the costs as favorable, we may choose to not cost participate and not complete work at Sites #3 and #6. By choosing this route, the City will very likely need to expend funds at these two locations in the future to protect and manage the flood control project. These locations will very likely be continually flagged on our inspection reports which will require the City to utilize our funds to maintain the project. The benefit of waiting is that there may be another high water event that clearly causes significant damage to the project and these sites may be eligible for federal cost participation at that time.</p> <p>After reviewing bid costs and the washout locations at Sites #3 and #6, City staff believes we can complete some smaller maintenance and rehabilitation operations for a lesser cost that can stabilize the washout areas and delay further degradation of the USACE Flood Control Project. The washouts at these locations are not as near the levee and therefore, are a lesser threat to the City's flood protection.</p>						
<b>Fiscal Impact:</b>	<p>If the City elects to award both Sites #3 and #6, see below additional payment required from the Surface Water Management Utility.</p> <p>Site #3: \$72,300  Site #6: <u>\$125,000</u>  Total: \$197,300</p> <table> <tr> <td>Originally Paid to USACE</td><td>\$150,483.00</td></tr> <tr> <td>Expended to date (P&amp;S)</td><td><u>\$ 20,821.01</u></td></tr> <tr> <td>Balance remaining</td><td>\$129,661.99</td></tr> </table> <p>Needed (if both mods) \$ 67,638.01 (\$197,300 - \$129,661.99)  Est. 10% Construction Admin. <u>\$ 19,730.00</u>  Total Additional Funds <b>\$ 87,368.01</b></p> <p>If the City elects to reject Sites #3 and #6, the Surface Water Management Utility will be refunded \$129,661.99 from the USACE for funds originally disbursed.</p>	Originally Paid to USACE	\$150,483.00	Expended to date (P&S)	<u>\$ 20,821.01</u>	Balance remaining	\$129,661.99
Originally Paid to USACE	\$150,483.00						
Expended to date (P&S)	<u>\$ 20,821.01</u>						
Balance remaining	\$129,661.99						
<b>Alternative/ Variations:</b>	<ol style="list-style-type: none"> <li>1) that the Council award both bid alternates as proposed by the USACE for Site #3 and Site #6.</li> <li>2) that the Council award the alternate as proposed by the USACE for Site #3 and reject the alternate for Site #6.</li> <li>3) that the Council award the alternate as proposed by the USACE for Site #6 and reject the alternate for Site #3.</li> </ol>						
<b>Recommendation:</b>	<p>that the Council reject the bid alternates as proposed by the USACE for Sites #3 and #6 and authorize city staff to utilize some of the funds that we receive back from the USACE to complete a more minor stabilization project.</p>						





ELEVATION DATUM (VERTICAL CONTROL):  
NAVD 83  
COORDINATE SYSTEM (HORIZONTAL CONTROL):  
NAD 83 (2011)  
UTM ZONE 18S  
COMBINED FACTOR (CP2 1.99994465)

 US Army Corps of Engineers*		DESIGNED BY: [blank] DATE: [blank]		MARK DESCRIPTION DATE
		CHECKED BY: [blank] DATE: [blank]		
U.S. ARMY CORPS OF ENGINEERS 2020 RELEASE UNDER E.O. 14176 ST. PAUL, MINNESOTA CITY, ST, ZIP		CONTRACT NO.: [blank] CONTRACT NO.: [blank] AS-BUILT NO.: [blank]		FILE NAME: [blank] ANID: [blank]
2020 RELEASE UNDER E.O. 14176 MARSHALL FLOOD CONTROL PROJECT MARSHALL, MN VICINITY MAP SHEET 2 OF 2		SHEET ID <b>G-003</b>		

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Collection of 2021 On-Sale Intoxicating Liquor Fees.
<b>Background Information:</b>	<p>During 2020 On-Sale licenses holders were reimbursed for each day they were not able to use their license as well as in correlation with capacity restrictions put in place by Governor Walz's Executive Orders. On-Sale license reimbursement totaled \$23,290.12 in 2020.</p> <p>At the November 24, 2020 council meeting Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to waive the On-Sale License fees for the 1st half of 2021 and to reconvene in May of 2021 to discuss the collection for the 2nd half of license fees. The motion Carried. 7-0</p> <p>At this time no fees for 2021 On-Sale licenses have been collected.</p> <p>If the Council chooses to collect the remaining 6 months of On-Sale license fees correspondence will be provided to each license holder requesting that all fees are paid in full by June 30, 2021.</p> <p>For future reference 2022 fees will be requested as normal beginning in the fall of 2021 and are due before a new license can be issued.</p> <p>City across the region and state have taken several different approaches in regard to 2021 On-Sale license fees. Cities have chosen to request the full amount in 2021, continue to prorate license fees, or forgive the entire license fee amount.</p>
<b>Fiscal Impact:</b>	<p>2021 On-Sale License Fees (Includes: On-Sale Intoxicating Liquor, Sunday On-Sale Intoxication Liquor, On-Sale 3.2 Malt Liquor, Wine, and Brewer Taproom).</p> <p>Total scheduled amount to be collected: \$47,050.00</p> <p>1<sup>st</sup> half or 50% forgiven by the Council (11/24/20): \$23,525.00</p> <p>2<sup>nd</sup> half or 50% to be determined by council (05/25/21): \$23,525.00</p>
<b>Alternative/ Variations:</b>	To forgive the remaining 2021 On-Sale License Fees (\$23,525.00).
<b>Recommendations:</b>	To direct staff to begin collection of the 2 <sup>nd</sup> half or remaining 50% of On-Sale License fees owed for 2021 and that fees are to be paid by June 30, 2021.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 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.  Economic Development Authority – Stacy Frost, to an unexpired term to expire 5/31/27
<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
(1) expired term to expire 5/31/22 (1) unexpired term to expire 5/31/23		

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

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

<b>Community Services Advisory Board</b>	Incumbent	New Applicants
(1) expired term to expire 2/28/22 (Student) (1) unexpired term to expire 2/28/24		

<b>Economic Development Authority</b>	Incumbent	New Applicants
(1) unexpired term to expire 5/31/27	Stacy Frost	

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

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

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

<b>Police Advisory Board</b>	Incumbent	New Applicants
(1) unexpired term to expire 5/31/23 (1) unexpired term to expire 5/31/24		

<b>Public Housing Commission</b>	Incumbent	New Applicants
(1) unexpired term to expire 5/31/26		

## CITY OF MARSHALL AGENDA ITEM REPORT

<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>	



# **BUILDING PERMIT LIST** **May 25, 2021**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
JM DEVELOPMENT LLC	310 ATHENS AVE	NEW BUILDING	220,000.00
E & J RENTALS LLC	505 DARLENE DR	NEW BUILDING	257,000.00
Regnier Electric	118 PARK AVE	HVAC	2,800.00
NUESE, JEFFREY R & KATIE A	602 ANDREW ST	OTHER	6,000.00
DONNA J DUNLAP TRUSTEE, DONNA DUNLAP T	500 MINNESOTA ST N	DECK	4,100.00
LESLIE ZIMMERMAN CONSTRUCTION	1006 POPLAR AVE	OVERHEAD GARAGE DOOR	1,000.00
MAGNUSON, ROSS A & KATHRYN A	604 SARATOGA ST S	DECK	7,600.00
ACE HOME & HARDWARE	905 ELIZABETH ST	NEW BUILDING	399,000.00
ACE HOME & HARDWARE	504 ELIZABETH ST	DECK	7,500.00
BLADHOLM CONSTRUCTION, INC.	401 SARATOGA ST S	INTERIOR REMODEL	86,200.00
BLADHOLM CONSTRUCTION, INC.	401 SARATOGA ST S	INTERIOR REMODEL	95,000.00
REDWOOD STREET MANAGEMENT LLC	104 REDWOOD ST W	WINDOWS / DOORS	6,000.00
Regnier Electric	1309 PARKSIDE DR	HVAC	5,200.00
TRIO PLUMBING & HEATING	1103 BRUCE CIR	HVAC	6,000.00
BABCOCK CONSTRUCTION	511 MARSHALL ST W	RE-ROOFING	3,100.00
JAMES LOZINSKI CONSTRUCTION INC.	207 MARSHALL ST W	RE-ROOFING	4,100.00
JAMES LOZINSKI CONSTRUCTION INC.	204 -2 REDWOOD ST W	RE-ROOFING	4,100.00
JAMES LOZINSKI CONSTRUCTION INC.	1008 DANO CIR	RE-ROOFING	14,800.00
BRUSS, NATHAN A & MELISSA J	1100 COLOMBINE DR	INTERIOR & EXTERIOR REMC	16,000.00
AMERICAN WATERWORKS	702 BRIAN ST	INTERIOR REMODEL	8,500.00
ARENDS RENTALS LLC	308 LAWERENCE ST	Windows	1,200.00
ARENDS RENTALS LLC	312 WILLIAMS ST	Windows	600.00
ARENDS RENTALS LLC	206 WHITNEY ST N	Windows	1,200.00
ARENDS RENTALS LLC	304 LAWERENCE ST	Windows	1,200.00
BAKKE'S HOME REPAIR & CONSTRUCTION	615 KATHRYN AVE	Windows	600.00



**PLUMBING PERMIT LIST**  
**May 25, 2021**

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
HEARTLAND MECHANICAL, INC.	612 MERCEDES DR	NEW BUILDING	0.00

**MINUTES OF THE  
MARSHALL PLANNING COMMISSION MEETING  
MAY 12, 2021**

**MEMBERS PRESENT:** Schroeder, Knieff, Carstens, Lee, Fox, and Muchlinski

**MEMBERS ABSENT:**

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

1. The meeting was called to order by Chairman Carstens. He asked for the approval of the minutes of the March 24, 2021, meeting of the Marshall Planning Commission. Schroeder MADE A MOTION, SECOND BY Fox, to approve the minutes with one change. ALL VOTED IN FAVOR OF THE MOTION.
2. Gutman explained the existing deck is projecting 4 feet from the house front entry porch. The front porch is already projecting about 6 feet into the required front yard. The overall projection of the structure is 10 feet into required front yard, while the Ordinance allows only 8-foot projections for decks. The owners want to rebuild the deck to make it 6 feet deep and have the steps down going in the direction of the street rather than along the house. The overall projection of the structure would be 12 feet, plus the length of the stairs. Only a 4-foot square landing, not including the stairs, is always permitted at the main entrance of the existing residential structures if replacing an existing landing. To grant a variance, City Ordinance would require the presence of practical difficulties. The term "practical difficulties," as used in connection with the granting of 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 to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Based on that information, staff does not believe that there are practical difficulties and therefore recommends that the variance be denied. Todd Raske, the applicant, said he does not see this being an issue. Gutman explained that it is not about being an issue; it is the law that we are going by. Todd Raske said that is why people get a variance - to go against the law. Gutman explained that it needs to meet certain criteria for a variance to be approved. Todd Raske said this should not be an issue because the house next to them is up further. He said this is just a deck, and it is not an issue to put a deck on the front of the house. Gutman stated that he understood the frustration, but this is not about this being an issue, it is about the law and meeting the criteria to grant a variance. Gutman added that the city received a letter from a neighbor that does not want this variance granted but explained that the letter should not be a significant factor in making a decision about the variance request. Todd Raske said someone moved this house in and now he bears the brunt of where they put the house. He said that there was a larger deck there before, but he took it down. He said he was not a happy camper here. He said there is no issue with line of sight at the intersection. Anderson informed that the setback ordinances are not regarding the line of sight. Knieff inquired how much different the new deck would be. Gutman said 2 feet wider. Anderson also explained the steps' location in front towards street. Lee MADE A MOTION, SECOND BY Muchlinski to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Muchlinski said there are a lot of front porches. Gutman said he is not aware of how those porches came about and explained that the City is going by current statutes and the ordinance. Anderson explained that they are projecting into the 25-foot setback by 10 feet. Schroeder asked if existing deck is already in the required front yard setbacks. Gutman said that is correct. Fox questioned if the owner took away 2 feet of the new deck, would that be alright. Gutman said that

**--UNAPPROVED --**

would be the same as the existing deck, minus the stairs' projection. Knieff ask if the neighbors complained. Anderson said yes, we did receive the one letter. Gutman reminded everyone there is a deck there already. Barb Raske questioned the letters mailed out from the people on Donita. Gutman explained the City received the letter, so it had to make everyone aware of it. Carstens explained that Gutman and Anderson lay out the facts and the commission makes a recommendation. Edblom inquired about existing conditions. Todd Raske said there is a landing. Edblom asked if that is called a deck. Gutman said the ordinance does not distinguish between a deck and landing. Muchlinski asked what is stopping us from helping them out. Anderson said the commission can make any recommendation and the City just asks to consider that there may be future similar questions. Muchlinski asked if they could build the same as the old one. Gutman said according to the ordinance the old deck does not matter. Muchlinski said he is willing to go with the recommendation to build back. Muchlinski MADE A MOTION, SECOND BY Knieff to recommend to City Council to grant the variance as requested. Edblom asked to stop and asked about current projection into required setback. Gutman explained the existing porch and deck together project 10 feet and the ordinance allows 8 feet. Motion failed with 3 - 3 with Knieff, Carstens and Muchlinski in favor and Lee, Fox, and Schroeder against. Fox proposed a that is 2-foot shorter, in essence, building same size deck but allowing the stairs to project towards the front sidewalk. Muchlinski MADE A MOTION, SECOND BY Fox to recommend to City Council that new deck is 2 feet shorter than asked but the stair goes to the street. ALL VOTED IN FAVOR OF THE MOTION.

3. Gutman said this request by the Church of the Holy Redeemer is for a Conditional Use Permit to operate a daycare facility serving 57 individuals at 501 South Whitney Street. The daycare facility is in the Holy Redeemer school building, which is in an R-1 One Family Residence District. A daycare facility serving more than 14 individuals is a conditional use in this district. This daycare has been located there for some time, possibly before the current Ordinance took effect. The Department of Human Services requested that the City confirms the daycare's compliance with the Ordinance, so a Conditional Use Permit is required for full compliance. To avoid a need for more Conditional Use Permits in the future in case the number of kids increases, the staff suggested a reference to permitted number of kids rather than specific number. There have never been any complaints on file for current operations. Staff recommends approval to the City Council of the request of the Church of the Holy Redeemer for a Conditional Use Permit for a daycare facility at 501 South Whitney Street with the following conditions applied in addition to the three standard conditions: 1.) That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with. 2.) That the City reserves the right to revoke the Conditional Use Permit if any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3.) That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties. 4.) The use must be licensed by the State of Minnesota. 5.) The use is limited to serving no more than the number of individuals permitted by State Licensing Agency. Fox MADE A MOTION, SECOND BY Schroeder to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Fox MADE A MOTION, SECOND BY Knieff to recommend approval to City Council as recommend by staff. ALL VOTED IN FAVOR OF THE MOTION.
4. Gutman informed this request of the Church of the Holy Redeemer is for a Conditional Use Permit



**--UNAPPROVED --**

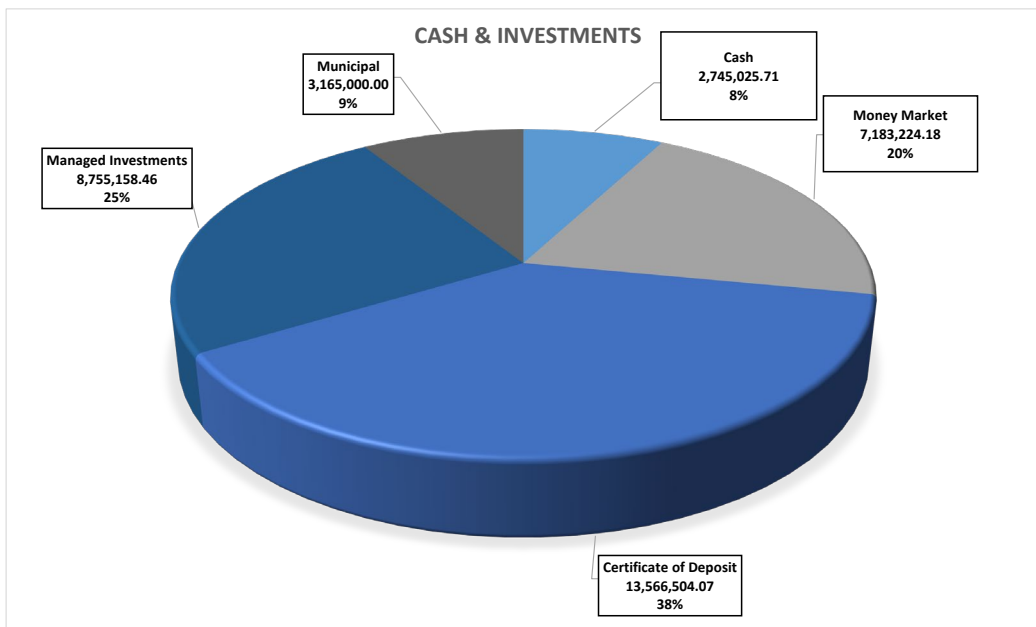
to operate a school at 501 South Whitney Street. The building is in an R-1 One Family Residence District and the Ordinance requires a Conditional Use Permit for schools there. This school has been located there for long time before the current Ordinance took effect. The school is grandfathered in but if an addition or significant remodeling will take place, a Conditional Use Permit will be required. Since they are applying for a Conditional Use Permit for a daycare, it made sense to run a Conditional Use Permit for a school concurrently. Staff recommends approval to the City Council of the request of the Church of the Holy Redeemer for a Conditional Use Permit to have a school in an R-1 One Family Residential District with the following standard conditions: 1.) That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with. 2.) That the City reserves the right to revoke the Conditional Use Permit if any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3.) That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties. Muchlinski said the school is a natural part of neighborhood and has been there since built. Schroeder MADE A MOTION, SECOND BY Muchlinski to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Schroeder MADE A MOTION, SECOND BY Lee to recommend approval to City Council as recommended by staff. ALL VOTED IN FAVOR OF THE MOTION.

5. Gutman explain this is the May meeting and all terms expire the end of May, so new chair and vice chair should be elected. Carstens said his first term is up and after much consideration he will not be doing a second term. Chairman Carstens asked for nominations for 2021/2022 officers. Schroeder nominated Lee for Chairperson, seconded by Fox. ALL VOTED IN FAVOR. Lee nominated Schroeder for Vice Chairperson; seconded by Knieff. ALL VOTED IN FAVOR
6. Gutman said in other business we would like to thank Carstens for his service. And thank Fox for agreeing to stay until we find a replacement. He also asked if anyone is available for a special meeting on June 2<sup>nd</sup> if it will be required for business development. All said they were available.
7. A MOTION WAS MADE BY Knieff, SECOND BY Schroeder to adjourn the meeting. ALL VOTED IN FAVOR. Chairman Carstens declared the meeting adjourned.

Respectfully submitted,  
Chris DeVos, Recording Secretary

**City of Marshall, Minnesota**  
**Cash & Investments**  
4/30/2021

CASH & INVESTMENTS:	Par	Rate
Checking - Bremer	2,745,025.71	0.00%
Money Market - Bremer	2,518,595.17	0.02%
Money Market - Bank of the West	3,382,222.48	0.22%
Money Market - US Bank	756,139.99	0.04%
Money Market - Wells Fargo	526,266.54	0.03%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (10/18/2020) 18 months	1,038,834.69	0.40%
Certificate of Deposit (6/3/2021) 6 months	5,000,000.00	0.20%
Certificate of Deposit (6/3/2021) 3 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%
Investment Portfolio - General Fund	2,742,553.17	
Investment Portfolio - Wastewater Capital Reserve	3,937,358.67	
Investment Portfolio - Endowment Fund	2,075,246.62	
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%
Municipal	105,000.00	0.16%
Municipal	125,000.00	0.20%
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b><u>35,414,912.42</u></b>	





Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 05/10/2021 - 05/13/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	05/12/2021	EFT	0.00	435.06	6693
4487	ADVANCED OPPORTUNITIES-WORKCOMPONENT	05/11/2021	Regular	0.00	24.38	118892
0578	AMAZON CAPITAL SERVICES	05/12/2021	EFT	0.00	169.90	6694
4570	AMAZON	05/11/2021	Regular	0.00	275.81	118893
0658	AP DESIGN	05/12/2021	EFT	0.00	18.00	6695
0018	BORDER STATES ELECTRIC SUPPLY	05/12/2021	EFT	0.00	255.53	6696
6539	BREMER BANK CC	05/11/2021	Regular	0.00	535.43	118895
6772	BROOKINGS NEWSPAPERS LLC	05/11/2021	Regular	0.00	297.00	118896
5513	COLLABORATIVE SUMMER LIBRARY PROGRAM	05/12/2021	EFT	0.00	236.91	6697
0875	COMPUTER MAN INC	05/12/2021	EFT	0.00	32.00	6698
4573	DEMCO	05/11/2021	Regular	0.00	1,007.73	118897
6483	HEARTLAND SECURITY	05/11/2021	Regular	0.00	646.80	118898
1271	HENLE PRINTING COMPANY	05/12/2021	EFT	0.00	371.06	6699
6773	IMAGESTUFF.COM	05/11/2021	Regular	0.00	160.00	118899
4552	INGRAM LIBRARY SERVICES	05/11/2021	Regular	0.00	2,631.63	118900
4526	LUANN ANDERSON	05/11/2021	Regular	0.00	45.54	118902
6072	LUND, CHELSEA	05/11/2021	Regular	0.00	192.50	118903
1604	MARSHALL AREA CHAMBER OF COMMERCE	05/12/2021	EFT	0.00	40.00	6700
1633	MARSHALL MUNICIPAL UTILITIES	05/12/2021	EFT	0.00	4,322.43	6701
5891	ONE OFFICE SOLUTION	05/12/2021	EFT	0.00	239.94	6702
4548	PLUM CREEK LIBRARY SYSTEM	05/11/2021	Regular	0.00	213.00	118904
5733	VAST BROADBAND	05/11/2021	Regular	0.00	576.30	118905
4489	VERIZON WIRELESS	05/12/2021	EFT	0.00	59.56	6703

## Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	12	0.00	6,606.12
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	15	11	0.00	6,180.39
	<b>47</b>	<b>23</b>	<b>0.00</b>	<b>12,786.51</b>

## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	32	12	0.00	6,606.12
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	15	11	0.00	6,180.39
	<b>47</b>	<b>23</b>	<b>0.00</b>	<b>12,786.51</b>

## Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	5/2021	12,786.51
			<b>12,786.51</b>

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, May 25, 2021
<b>Category:</b>	INFORMATION ONLY
<b>Type:</b>	INFO
<b>Subject:</b>	City Hall Schedule Update
<b>Background Information:</b>	<p>Brennan has been steadily working through an extensive punch list. Besides general construction matters, life-safety items need attention as well as security and AV installation completion.</p> <p>It was anticipated that the week of May 24<sup>th</sup>, staff would finalize move-in and officially open doors to the public at its new location on Tuesday June 2<sup>nd</sup>. Critical to this is Certificate of Occupancy being issued by city of Marshall standards applied to all other properties in the city.</p> <p>City Hall Committee Chairman Jim Lozinski will lead this informational update on the schedule status.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	None
<b>Recommendations:</b>	None

# 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 | • May 11, 2021     |
| • April 13, 2021    | • August 10, 2021  |
|                     | • November 2, 2021 |

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

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



## Upcoming Meetings

### May

- 05/25 Regular Meeting, 5:30 PM, MERIT Center
- 

### June

- 06/08 Work Session, Audit Presentation, 4:30 PM, MERIT Center
  - 06/08 Regular Meeting, 5:30 PM, MERIT Center
  - 06/22 Regular Meeting, 5:30 PM, City Hall (TBD)
- 

### July

- 07/13 Regular Meeting, 5:30 PM, City Hall
- 07/27 Regular Meeting, 5:30 PM, City Hall