



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

**Tuesday, June 09, 2020 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 of the work session held on May 26, 2020.
3. Consider approval of the minutes of the regular meeting held on May 26, 2020.

AWARD OF BIDS

4. Veteran's Memorial Bids and Update

CONSENT AGENDA

5. Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 11 to Magney Construction, Inc.; 2) Consider Payment of Invoice 1302019 to American Engineering Testing, Inc.; 3) Consider Payment of Invoice 0251005 to Bolton & Menk, Inc.
6. Vacation of Utility Easement in Wilke-Miller-Buesing 7th Addition -- Receive Petition for Vacation of Utility Easement and Call for Public Hearing.
7. Law Enforcement Center Repairs
8. Consider approval of the bills/project payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

9. Consider Resolution No. ____, Second Series, Awarding the Sale of General Obligation Bonds, Series 2020B
10. Red Baron Arena Chiller Repairs
11. Consider the Amendment to the Professional Services Agreement - Marshall Hotel Demolition
12. Consider the Ratification of a Resolution in Agreement with Temporary Outdoor Dining.
13. Consider Amendment #01 to Mn/DOT Airport Maintenance & Operation Agreement No. 1033583 (SFY 2020-2021).
14. Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.

COUNCIL REPORTS

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

STAFF REPORTS

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

ADMINISTRATIVE REPORTS

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.

[20.](#) Administrative Brief

INFORMATION ONLY

[21.](#) Information Only

MEETINGS

[22.](#) Upcoming Meetings

ADJOURN

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RULES OF CONDUCT

- You may follow the meeting online – 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

Meeting Date:	Tuesday, June 9, 2020
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the work session held on May 26, 2020.
Background Information:	Enclosed are the minutes of the work session held on May 26, 2020.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	that the minutes of the work session held on May 26, 2020 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
WORK SESSION
M I N U T E S
Tuesday, May 26, 2020**

The work session of the Common Council of the City of Marshall was held May 26, 2020, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 4:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister (4:37 P.M.), Glenn Bayerkohler, 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; Karla Drown, Finance Director and Kyle Box, City Clerk.

Presentation of the 2019 Year-End Audit for the City of Marshall

Director of Administrative Services Annette Storm provided the background information on the agenda item.

Nancy Schulzetenberg of BergankDV presented the 2019 audit via PowerPoint.

Councilmember Bayerkohler discussed how the Library was presented in the audit and would work with staff on future recommendations. Member Bayerkohler also asked for a comparison of the City of Marshall with its peer group and requested additional time to review the entire audit report.

Adjourn

At 5:05 PM Mayor Byrnes declared the meeting adjourned.

Attest:

City Clerk

Mayor



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 9, 2020
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the regular meeting held on May 26, 2020.
Background Information:	Enclosed are the minutes of the regular meeting held on May 26, 2020.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	that the minutes of the regular meeting held on May 26, 2020 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, May 26, 2020**

The regular meeting of the Common Council of the City of Marshall was held May 26, 2020, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister, Glenn Bayerkohler, 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; Karla Drown, Finance Director; Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator; Preston Stensrud, Parks Superintendent; Quentin Brunsvold, Fire Chief; and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

Consider approval of the minutes of the regular meeting held on May 12, 2020.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the minutes of the regular meeting held on May 12, 2020 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 Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider approval of the minutes of the Local Board of Appeal and Equalization Reconvene held on May 19, 2020.

Motion made by Councilmember DeCramer, Seconded by Councilmember Meister that the minutes of the r the Local Board of Appeal and Equalization Reconvene held on May 19, 2020 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 Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Project Z76: South 1st Street Reconstruction Project -- 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with The Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract).

This project consists of reconstruction and utility replacement on South 1st Street generally between Southview Drive and George Street. Water, sanitary sewer, and storm sewer catch basins will be replaced along South 1st Street in this area. Sidewalk is proposed to be installed along the west side of South 1st Street from Southview Drive to a point approximately 215 ft. north of George Street. In addition to the utility replacement and street reconstruction on South 1st Street, sanitary sewer force main improvements are proposed at the intersection of South 1st Street and DeSchepper Street.

On May 22, 2020, bids were received for the above-referenced project. Two bids were received as shown on the Resolution Accepting Bid. The low bid was from Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$617,136.55. The engineer's estimate was approximately \$643,400.00.

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

The "Resolution Accepting Bid" awarding the contract to Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$617,136.55.

The estimated total project cost including 5% allowance for contingencies and 16% for engineering and administrative costs is \$751,672.32.

All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.

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

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the Council adopt RESOLUTION NUMBER 4735, SECOND SERIES, which provides for Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project Z76: South 1st Street Reconstruction Project.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski that the Council adopt RESOLUTION NUMBER 4736, SECOND SERIES, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Duininck, Inc. of Prinsburg, Minnesota, in the amount of \$617,136.55 for Project Z76: South 1st Street Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 6-1**

Approval of the Consent Agenda.

Councilmember Labat requested that item number 10, Consideration declaration of surplus items from the Marshall Fire Department be removed for further discussion.

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

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

Approval to Set Public Hearing Date for MS4 Permit Program Summary of the 2019 Activities.

Approval for the request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 16, 2020).

Approval for the request of Southwest Minnesota State University for Homecoming Parade (Saturday-October 10, 2020).

Acceptance of a 1997 SMART Trailer donation from the City of Eden Prairie.

Approval of the ratification of the Economic Development Authority Revolving Loan Fund.

Approval of the bills/project payments

Consideration declaration of surplus items from the Marshall Fire Department.

This past week the new self-contained breathing apparatus that was approved in October for purchase was delivered and put into service. We removed the previous SCBA from service and therefore, asking to declare it as surplus. The following list is what is being recommended to declare as surplus:

1. Quantity 61 – 4500 psi, 30-minute, composite cylinders.
2. Quantity 63 – Drager SCBA facemasks
3. Quantity 29 – Drager SCBA back plates with sentinels.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to declare the property as surplus. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Introduction of Ordinance Amending Section 86-161 Height Modifications, 86-162 Yard modifications, 86-163 Accessory buildings, and 86-164 Accessory equipment and Call for Public Hearing

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

These proposed changes are mostly based on staff experience with applications and voiced concerns. Some changes are purely technical in nature, some are a result of the development of the City Tree Policy, and others are related to the creation of an Interim permit concept that allows temporary deviations from the Ordinance. This opportunity was also used to clean up some language, clarify some concepts, and relax some requirements.

Below are the most significant proposed changes.

- Allowing to build a front door landing without a variance even if a house is located too close to the street.
- Requiring at least 3 feet of clearance along alleys for snow removal and more for garages for cars parking in front of them.
- Clarifying yard requirements for three street corner lots, flag lots, and lots open to roadway easements rather than streets.
- Allowing larger accessory structures for smaller existing houses.
- Allowing motor-homes and RV's to be placed on driveways for longer than 10 days by an Interim Use permit but limiting projection into the right of way.

- Allowing secondary detached garages without driveway and limiting required driveway pavement to the required front yard.
- Allowing accessory equipment in front yards if fully screened by the fence.

At the March 11, 2020, regular Planning Commission meeting, Fox made a motion, second by Knieff to recommend to City Council an approval as recommend by staff. All voted in favor of the motion.

At the meeting on April 30, 2020, Legislative and Ordinance Committee voted to recommend to council the approval of revisions to City Ordinance Sections 86-161 Height Modifications, 86- 162 Yard modifications, 86-163 Accessory buildings, and 86-164 Accessory equipment. At the May 12, 2020, regular meeting, the Council tabled this item citing difficulty in getting public input.

Director of Public Works/ City Engineer Jason Anderson provided the background information on the agenda item. City Administrator Sharon Hanson discussed the options to host public hearings in multiple ways. There was further discussion on the agenda item by council and staff.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer that the Council introduce the amendments to City Ordinance Section 86-161 Height Modifications, 86-162 Yard modifications, 86-163 Accessory buildings, and 86-164 Accessory equipment and call for public hearing to be held on June 23, 2020. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Introduction of Ordinance Amending Section 86-247 Landscaping and 86-248 Storage and Call for Public Hearing.

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

These changes are mostly technical in nature caused by the development of the City Tree Policy and creation of an Interim Use permit concept that allows temporary deviations from the Ordinance. It is similar to conditional use permit but allows time limits. It also cleans up some language and clarifies some concepts.

At the March 11, 2020, regular Planning Commission meeting, Schroeder made a motion, second by Lee to recommend to city council an approval as recommend by staff. All voted in favor of the motion.

At the meeting on April 30, 2020, Legislative and Ordinance Committee voted to recommend to council the approval of revisions to City Ordinance Sections 86-247 Landscaping and 86-248 Storage. At the May 12, 2020, regular meeting, the Council tabled this item citing difficulty in getting public input.

Motion made by Councilmember Meister, Seconded by Councilmember DeCramer that the Council introduce the amendments to City Ordinance Section 86-247 Landscaping and 86-248 Storage and call for public hearing to be held on June 23, 2020. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Presentation of the 2019 Year-End Audit for the City of Marshall

The 2019-year end audit for the City of Marshall. The City Auditors, Nancy Schulzetenberg and Andrew Grice of BergankDV will present the 2019-year end audit via PowerPoint.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski Approve the 2019-year end audit report for the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Expediting and Streamlining Outdoor Patio Requests.

On Wednesday, May 20, Governor Tim Walz and other state officials participated in the daily COVID-19 media briefing to provide updates on Minnesota's response to COVID-19.

The following was announced: Restaurants and bars:

- Starting June 1, can be open for outdoor dining only
- Six feet between tables o No more than 50 total people at a restaurant to keep that cap at a manageable level
- The party size, we're asking people to keep it to 4 total, or 6 if you're a family.
- Reservations will be required.
- All workers in these settings should wear masks. Customers are encouraged to wear masks too (obviously not when eating or drinking).
- For restaurants without outdoor seating, we're eager to see municipalities get creative to find ways to make makeshift outdoor space work. "We know that the different cities have different zoning restrictions on this, and we ask that they get creative on this and find ways to make this possible for restaurants who might not have access to that space."

The City currently permits us of public right of way sidewalk use by permit and anticipates possible increased demand for sidewalk use permits and or outdoor patios and wishes to expedite and assist Restricted Businesses. Temporary use of public parking spaces for sidewalk cafés is appropriate due to reduced demand that is a direct result of COVID-19 pandemic. The temporary nature of these measures and the urgency of the needs of affected businesses necessitates the need for certain City Ordinance provisions with regard to parking to be recalculated. Thus, parking standards required by Ordinance for any Restricted Business may be temporarily and proportionately reduced by any temporary reduction in occupancy ordered by the State of Minnesota.

Restaurants and Bars that own or operate within a privately-owned parking lot are not required to complete the Private Use of Public Streets/Parking Lots Permit application but must follow the guidance and direction provided by the State of Minnesota and City of Marshall.

Motion made by Councilmember Meister, Seconded by Councilmember DeCramer recommended the following:

- Restricted Businesses wishing to add onsite temporary outdoor seating may utilize temporarily public right of way sidewalks and unnecessary parking spaces by obtaining a Permit for Private Use of Public Streets (Rights-Of-Way) and Parking Lots. No fee is imposed for this Permit.
- Permit for Private Use of Public Streets (Rights-Of-Way) and Parking Lots Permits shall be issued administratively by the Public Works Director and shall terminate when the restrictions in place starting June 1st cease.
- Parking standards required by Ordinance for any Restricted Business may be temporarily and proportionately reduced by any temporary reduction in occupancy ordered by the State of Minnesota.
- Direct staff to assist with designation of parking stalls available and sectioning off of areas via appropriate markings, including possibly cones, temporary fencing/barriers.

- Make available the use of city-owned picnic tables by request, with damage deposit, and for a fee determined by the Council.
- The retailer must provide the city with proof that their liquor liability insurance covers alcohol sales in any expanded outdoor spaces.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Resolution Number 4737, Second Series, A Resolution Extending a Declared Emergency.

On Tuesday, March 17, 2020, Mayor Robert Byrnes declared a state of emergency for the City of Marshall.

On Friday, March 20, 2020, the city council met in special session to extend the declared emergency by Mayor Byrnes until April 30, 2020.

On Tuesday, April 28, 2020, the city council met in to extend the declared emergency by Mayor Byrnes until May 26, 2020.

This is a Resolution enacted under authority of Minnesota Statutes Sections 12.29 and 12.37 to extend the period of a declared local emergency.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve Resolution Number 4737, Second Series. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Authorize Acceptance of FAA CARES Act Grant Funding (MML-GLG-3-27-0056-016-2020-Grant Agreement).

The City has received notice that the FAA has approved the Grant Application for the airport. The grant is provided in accordance with the CARES Act to provide eligible airports with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. The purpose of this grant is to maintain safe and efficient airport operations. It is the intent to use these grant funds for roof repairs at the Arrival/Departure Building.

The amount payable by the FAA under this grant agreement is \$69,000.00. The grant is issued by reimbursement of eligible expenses.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski That the City Council authorize acceptance and execution of the FAA CARES Act Grant Funding (MML-GLG-3-27-0056-016-2020-Grant Agreement) in the amount of \$69,000.00 for roof repairs at the Arrival/Departure Building at the Airport. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider a LG220 Application for Exempt Permit for SMSU Foundation for September 19, 2020.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to SMSU Foundation to hold a raffle on September 19, 2020, at Southwest Minnesota State University , 1501 State Street, Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30- day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember
mer, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Councilmember Bayerko

The motion **Passed. 6-0-1**

Commission/Board Liaison Reports

Byrnes Southwest Regional Development Commission met and discussed opportunities for funding through the CARES Act for EDA contracts.

Schafer Southwest Amateur Sports Commission met to discuss getting the ice ready on the Lockwood rink.

Meister No Report

Bayerkohler No Report

DeCramer Economic Development Authority met and called for a public hearing for the sale of additional lots as well as acted on.

Marshall Municipal Utilities met and updated its performance indicated goals and held special meetings to conduct interviews for the general manager position.

Labat Convention and Visitors Bureau met and have decided to update their website and also voted not to participate in the City of Marshall application due to the excessive yearly costs. Hotel reservations are estimated to be down 70%.

Lozinski City Hall Committee met and commented that the project is still on scheduled and that the redesign of the east wall is being redesigned at this time with the formal Marshall hotel being demolished.

Councilmember Individual Items

Councilmember Labat commented on the 2021 budget schedule and asked the council to reflect on upcoming purchases. Member Labat also mentioned communication between staff and the council will be critical in the upcoming months.

Councilmember DeCramer discussed the 2019 Audit presentation and recognized on how well the Finance Department operates.

Councilmember Schafer commented on actions that the City has taken in response to COVID-19.

Mayor Byrnes commented on the communication efforts the City has taken.

City Administrator

City Administrator Sharon Hanson responded on the financial picture and its effect on the city budget. Administrator Hanson also commented on property tax payments and sales tax revenue. Administrator Hanson discussed the amount of communication that happens throughout the day with staff and council.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson provided an update on Legion Field storm water project.

City Attorney

City Attorney Dennis Simpson mention ongoing items his office is working on, such as; MAHA Agreement, Buffalo Ridge plat, Commerce Park property transfer to MMU and enforcing junk ordinances.

Information Only

There were no questions regarding the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 7:22 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Mayor

Attest:

City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 9, 2020
Category:	AWARD OF BIDS
Type:	INFO/ACTION
Subject:	Veteran's Memorial Bids and Update
Background Information:	<p>Staff continues to move forward with the addition of a Veteran's Memorial at Memorial Park. In the past month we have received quotes to complete most of the project. To date, \$159,000 has been received in donations towards the project. This amount does not include the amount the City plans to contribute.</p> <p>Concrete quotes were received from Hess Concrete and Hisken Construction, Inc. Hess Concrete had the low quote of \$57,127.00.</p> <p>Quotes were received for the fabrication and installation of the War Memorial Wall from Marshall Machine Shop and Bend Rite Fabrication. Bend Rite Fabrication had the low quote of \$42,272.00.</p> <p>Staff will be present to answer any questions.</p>
Fiscal Impact:	Project not to exceed total donations plus City contribution towards project when complete.
Alternative/Variations:	N/A
Recommendations:	<p>Recommendation #1: Accept quote from Hess Concrete of Marshall, MN in the amount of \$57,127.00 to complete concrete work at Memorial Park.</p> <p>Recommendation #2: Accept quote from Bend Rite Fabrication of Marshall, MN in the amount of \$42,742.00 to fabricate and install War Memorial Wall at Memorial Park.</p>

CONCRETE FOR VETERAN'S MEMORIAL

Item No.		Item	Quantity		Unit Price	Amount
1	Flatwork	4" CONCRETE WALK – price to include items in #1 of project scope – Labor Only	Approx. 5,890	SF	4 ⁸⁵	28,566 ⁵⁰ / ₁₀₀
2	Memorial Garden	5" CONCRETE WALK – price to include items in #1 of project scope and following: expansion joint, caulking, and smooth doweling at adjacent flatwork – Labor Only	Approx. 2,490	SF	10 ¹⁵	25,273 ⁵⁰ / ₁₀₀
3	Footings	Various footings will need to be poured throughout project ranging from 12" x 48" to 24" x 60"	Approx. 15	Ea.	725	10,875
Completion Date of:						June 2020
Subtotal						\$ 64,715
(Less Donation)						\$(3000)
TOTAL						\$ 61,715



Veterans Wall

~~CONCRETE~~ FOR VETERAN'S MEMORIAL

Item No.		Item	Quantity		Amount
1	Fabrication of Wall	Core ten steel sheets, support posts, cut-out lettering, and brushed stainless steel letters.	1	Ea.	35,000 ⁻
2	On-site Installation	Installation of Wall at Memorial Park	1	Ea.	15,000 ⁻
Completion Date:					Mid-August 2020
Subtotal					\$ 50,000 ⁻
(Less Donation)					\$(5,000)
TOTAL					\$ 45,000 ⁻

CONCRETE FOR VETERAN'S MEMORIAL

Item No.		Item	Quantity		Unit Price	Amount
1	Flatwork	4" CONCRETE WALK – price to include items in #1 of project scope – Labor Only	Approx. 5,890	SF	6.70	39,463-
2	Memorial Garden	5" CONCRETE WALK – price to include items in #1 of project scope and following: expansion joint, caulking, and smooth doweling at adjacent flatwork – Labor Only	Approx. 2,490	SF	8.60	21,414-
3	Footings	Various footings will need to be poured throughout project ranging from 12" x 48" to 24" x 60"	Approx. 15	Ea.	150-	2250-
Completion Date of:						up to you!
Subtotal						\$ 63,127-
(Less Donation)						\$(6000)
TOTAL						\$ 57,127

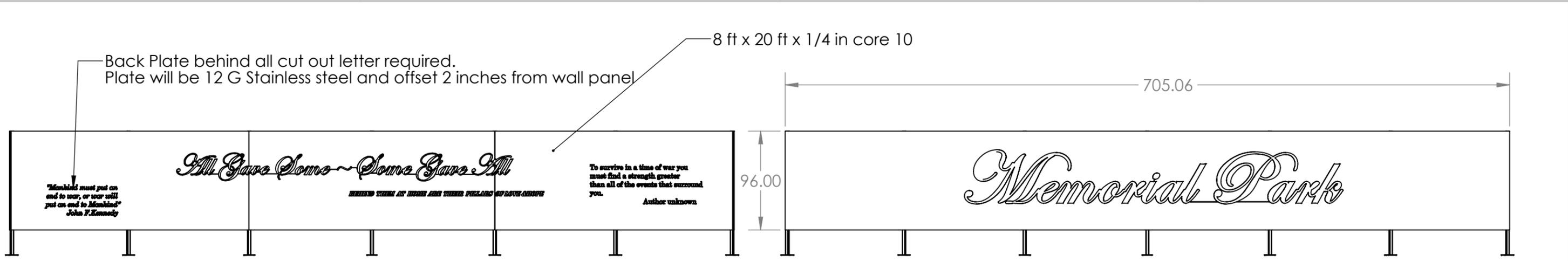
Just for sure

4

3

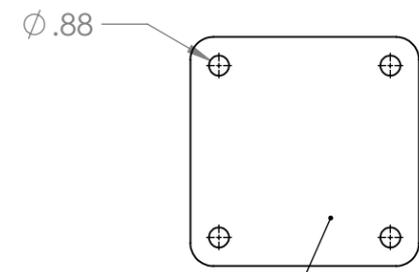
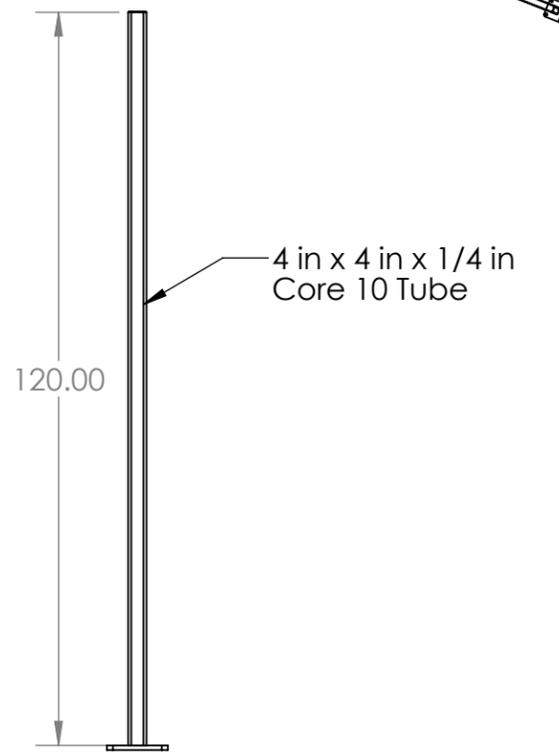
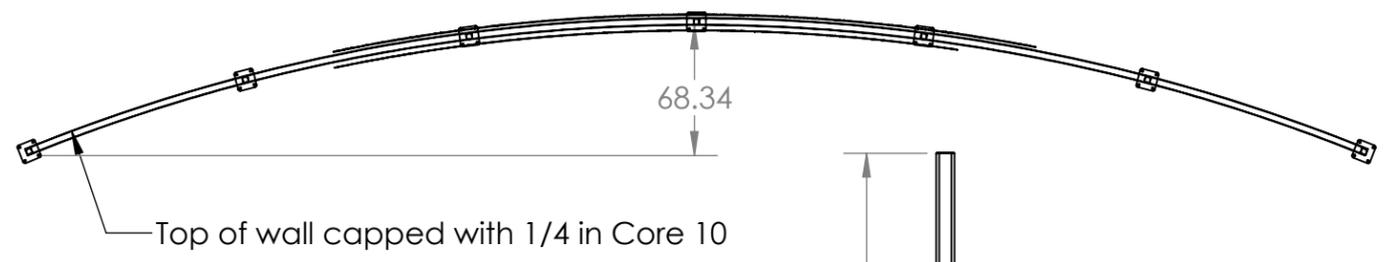
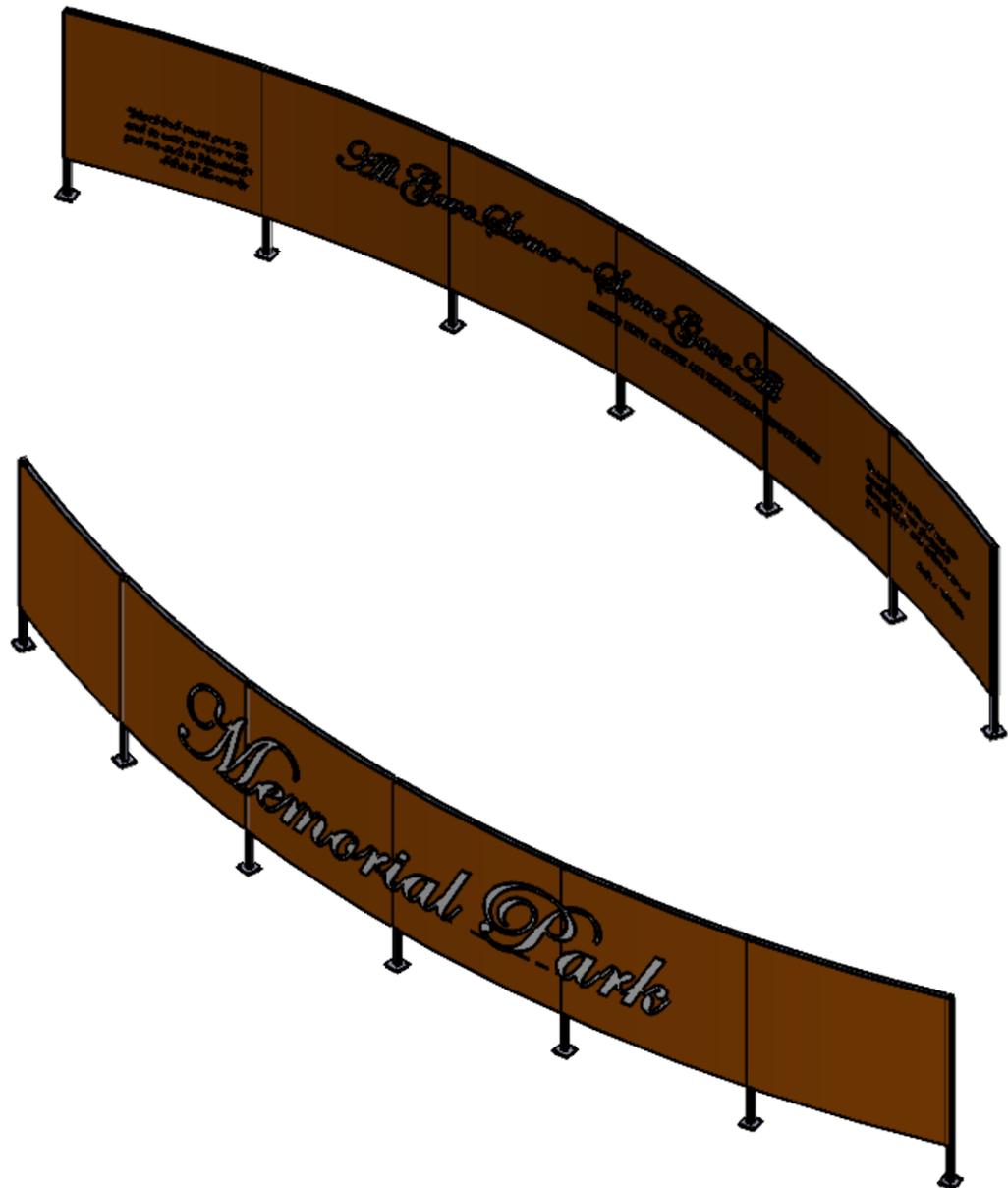
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1



B

B



Base Plate
12 in x 12 in x 3/4
Core 10

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PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Bend Rite Fabrication. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BEND RITE FABRICATION IS PROHIBITED.

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		DIMENSIONS ARE IN INCHES TOLERANCES: .0625 BEND ± .5 DEG		DRAWN	Ortmann
				CHECKED	
				ENG APPR.	
				MFG APPR.	
		INTERPRET GEOMETRIC TOLERANCING PER:		Q.A.	
		MATERIAL		COMMENTS:	
		1/4 in Core 10			
		FINISH			
NEXT ASSY	USED ON				
APPLICATION		DO NOT SCALE DRAWING			

Bend Rite Fabrication
Marshall, MN

TITLE:
Memorial Park Veterans Wall

SIZE DWG. NO. REV
B Page 1

SCALE: 1:96 WEIGHT: SHEET

Item 4.

Page 19

4

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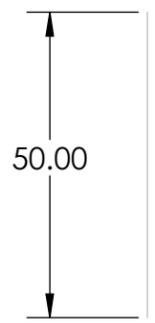
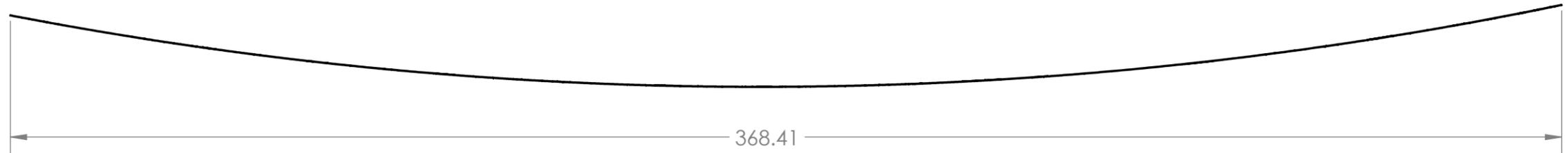
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All Gave Some ~ Some Gave All



Memorial Park

1/4 in Brushed Stainless Steel Letters Offset From wall 1 inches.

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Bend Rite Fabrication. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF BEND RITE FABRICATION IS PROHIBITED.

		UNLESS OTHERWISE SPECIFIED:		NAME	DATE
		DIMENSIONS ARE IN INCHES TOLERANCES: .0625 BEND ± .5 DEG		DRAWN	Ortmann
		INTERPRET GEOMETRIC TOLERANCING PER:		CHECKED	
		MATERIAL		ENG APPR.	
		FINISH		MFG APPR.	
NEXT ASSY	USED ON			Q.A.	
APPLICATION		DO NOT SCALE DRAWING		COMMENTS:	

Bend Rite Fabrication Marshall, MN		
TITLE: Memorial Park Veterans Wall		
SIZE	DWG. NO.	REV
B	Page 2	
SCALE: 1:96 WEIGHT:		SHEET

Item 4.

Page 20

4

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1

80.00

36.00

"Mankind must put an end to war, or war will put an end to Mankind"
John F. Kennedy

116.00

40.00

To survive in a time of war you must find a strength greater than all of the events that surround you.

Author unknown

186.00

6.50

BEHIND THEM AT HOME ARE THEIR PILLARS OF LOVE & HOPE

PROPRIETARY AND CONFIDENTIAL
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		UNLESS OTHERWISE SPECIFIED:	NAME	DATE
		DIMENSIONS ARE IN INCHES TOLERANCES: .0625 BEND ± .5 DEG	DRAWN Ortmann	
		INTERPRET GEOMETRIC TOLERANCING PER:	CHECKED	
		MATERIAL	ENG APPR.	
		FINISH	MFG APPR.	
NEXT ASSY	USED ON	APPLICATION	Q.A.	COMMENTS:
		DO NOT SCALE DRAWING		

Bend Rite Fabrication Marshall, MN		
TITLE: Memorial Park Veterans Wall		
SIZE B	DWG. NO. Page 3	REV
SCALE: 1:96	WEIGHT:	SHEET

Item 4.

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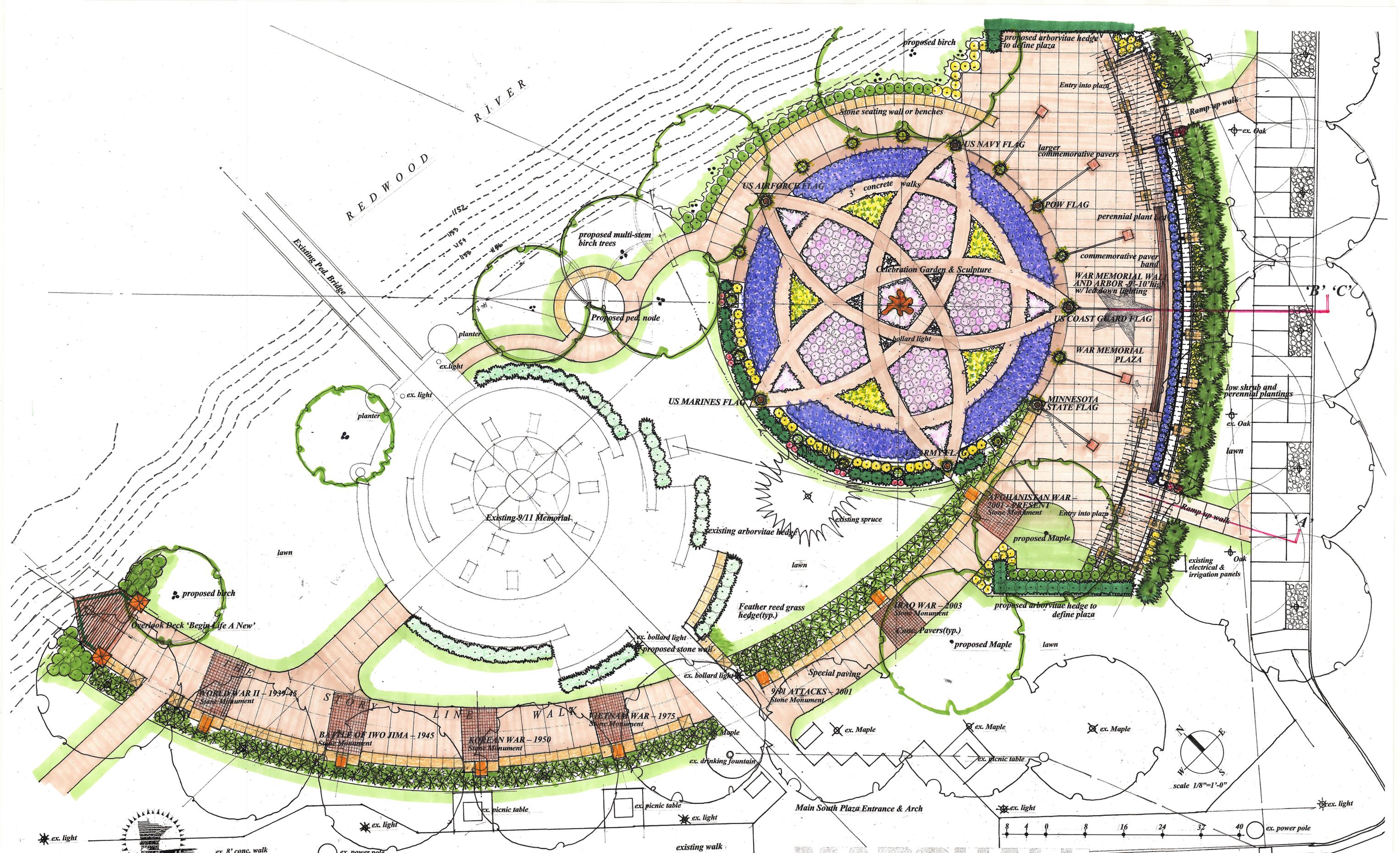
1

Page 21

BENDRITE

CONCRETE FOR VETERAN'S MEMORIAL

Item No.		Item	Quantity		Amount
1	Fabrication of Wall	Core ten steel sheets, support posts, cut-out lettering, and brushed stainless steel letters.	1	Ea.	33,742.00
2	On-site Installation	Installation of Wall at Memorial Park	1	Ea.	10,500.00
Completion Date:					Flexible
Subtotal					\$ 44,242.00
(Less Donation)					\$(1500.00)
TOTAL					\$ 42,742.00



Concept Landscape Development Plan

MARSHALL Memorial Park - Phase III

ERNST ASSOCIATES, LANDSCAPE ARCHITECTURE, 1949 WOODSTONE LANE, VICTORIA, MN 55386 ernstla@mediacombb.net JULY 2014



Meeting Date:	Tuesday, June 9, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 11 to Magney Construction, Inc.; 2) Consider Payment of Invoice 1302019 to American Engineering Testing, Inc.; 3) Consider Payment of Invoice 0251005 to Bolton & Menk, Inc.
Background Information:	<p>Attached are three invoices as follows for the above-referenced project:</p> <ol style="list-style-type: none"> 1) Application for Payment No. 11 to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$718,359.21 2) Invoice 1302019 to American Engineering Testing, Inc. of St. Paul, Minnesota, in the amount of \$2,071.50 3) Invoice 0251005 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$31,776.25 <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
Fiscal Impact:	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council authorize Application for Payment No. 11, per the recommendation of the City’s consultant, Bolton & Menk, Inc., to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$718,359.21.</p> <p>Recommendation No. 2 that the Council authorize payment of Invoice 1302019 to American Engineering Testing, Inc. of St. Paul, Minnesota, in the amount of \$2,071.50.</p> <p>Recommendation No. 3 that the Council authorize payment of Invoice 0251005 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$31,776.25.</p>



**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM

Date: May 28, 2020
To: Bob Van Moer, Wastewater Treatment Superintendent
From: Jon D. Peterson, P.E., Project Engineer
Subject: Wastewater Treatment Facility Improvements – Magney Construction Inc.
Pay Request No. 11
City of Marshall, Minnesota
Project No.: T22.115360

INTRODUCTION

Pay Request No. 11 for the above-referenced project in the amount of \$718,359.21 is being submitted for approval.

DISCUSSION

This pay application covers work completed on the project through May 28, 2020. The Contractor has completed removal of forms for the concrete top slab of the sludge storage tank. Excavation for the final clarifier control structure has been started. The concrete for base slab of the clarifier splitter structure has been placed. ATAD pumps, Final Clarifier pumps, and the sludge transfer pump have been delivered to the site. We recommend approval of the attached Request for Payment No. 11.

BUDGET IMPACT

This expenditure is part of the overall wastewater treatment facility improvements project and will be covered by the PFA loan proceeds.

ACTION REQUESTED

Approve the attached pay request from Magney Construction Inc. in the total amount of \$718,359.21.

Application for Payment No. 11

To: The City of Marshall, MN
 From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317
 Contract: _____
 Project: Wastewater Treatment Facility Improvements

Owners Contract No. _____ Engineer's Project No. T22.115360
 Date of this Invoice: 5/28/2020
 Invoice Work Period: May 1-31, 2020

1) Original Contract amount	<u>\$14,074,300.00</u> ✓
2) Change Orders to date	<u>\$0.00</u>
3) Revised Contract amount	<u>\$14,074,300.00</u> ✓
4) Value completed to date	<u>\$7,048,751.90</u>
5) Materials stored on site	<u>\$267,585.00</u>
6) Total Earned to date	<u>\$7,316,336.90</u>
7) Amount retained	<u>\$365,816.85</u>
8) Amount previously paid	<u>\$6,232,160.85</u> ✓
Amount due this Payment	<u>\$718,359.21</u>

Accompanying Documentation:

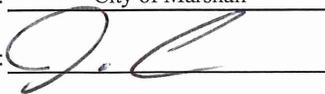
CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Magney Construction, Inc. (Contractor)

By: 
 Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Marshall Engineer: Bolton & Menk
 By:  By: 
 Date: 6-1-2020 Date: 5-28-20

VENDOR # 5459
 INVOICE # #11 - T22.115360
 \$ AMOUNT 718,359.21
 DATE 5-31-2020
 ACCT & PROJ # 602-49500-55120/W13
 DESCRIPTION #11 - WWT F Improvements
 SIGNATURE 

Contractor: Magney Construction, Inc.
 Owner: City of Marshall, MN
 Project: Wastewater Treatment Facility Improvements
 BMI Project No. T22.115360

Date of Application:
 Work Completed Through:

APPLICATION FOR PAYMENT SCHEDULE

Spec. Section	Pay Application #11 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
0520	Bond & Insurance	\$ 168,892	168,892.00	0.00	0.00	168,892.00	100%	0.00
1000	Mobilization	\$ 696,545	545,926.00	0.00	0.00	545,926.00	78%	150,619.00
1010	Supervision & General Conditions	\$ 276,000	110,000.00	13,000.00	0.00	123,000.00	45%	153,000.00
1020	General Construction Allowance	\$ 250,000	18,707.25	-63,307.42	0.00	-44,600.17	-18%	294,600.17
1021	Building Permit Allowance	\$ 10,000	7,499.38	0.00	0.00	7,499.38	75%	2,500.62
2060	Demolition of Existing WWTP Facilities:							
	Trickling Filter Pump Station Top	\$ 4,650	0.00	0.00	0.00	0.00	0%	4,650.00
	Trickling Filter Pump Station Pumps/Piping	\$ 3,480	0.00	0.00	0.00	0.00	0%	3,480.00
	Sludge Control Structure	\$ 13,540	0.00	0.00	0.00	0.00	0%	13,540.00
	Control Building Pumps and Piping	\$ 5,850	0.00	0.00	0.00	0.00	0%	5,850.00
	Blower Building Blowers and Piping	\$ 6,420	0.00	0.00	0.00	0.00	0%	6,420.00
	Trickling Filter Roof/Media/Rotary Distributor	\$ 62,460	60,460.00	2,000.00	0.00	62,460.00	100%	0.00
	Aeration Equipment and Piping	\$ 17,500	0.00	0.00	0.00	0.00	0%	17,500.00
	Intermediate Clarifier Equipment	\$ 26,417	0.00	0.00	0.00	0.00	0%	26,417.00
2140	Dewatering	\$ 19,555	17,555.00	0.00	0.00	17,555.00	90%	2,000.00
2210	Finish Grading	\$ 14,320	0.00	0.00	0.00	0.00	0%	14,320.00
2220	Structure Excavation - Final Clarifier and Splitter Box	\$ 71,200	0.00	50,000.00	0.00	50,000.00	70%	21,200.00
2221	Structure Excavation - Sludge Storage Structure	\$ 133,600	133,600.00	0.00	0.00	133,600.00	100%	0.00
2220A	Backfill of Structures - Final Clarifier and Splitter Box	\$ 91,500	0.00	0.00	0.00	0.00	0%	91,500.00
2221A	Backfill of Structures - Sludge Storage Structure	\$ 172,620	142,620.00	0.00	0.00	142,620.00	83%	30,000.00
2370	Erosion and Sediment Control	\$ 12,400	6,500.00	2,500.00	0.00	9,000.00	73%	3,400.00
2550	Site Utilities	\$ 565,333	91,206.62	27,000.00	0.00	118,206.62	21%	447,126.38
2551	Bypass Piping	\$ 49,504	0.00	0.00	0.00	0.00	0%	49,504.00
2600	Roads, Walks and Curbs	\$ 22,540	0.00	0.00	0.00	0.00	0%	22,540.00
2800	Fencing	\$ 12,200	5,500.00	0.00	0.00	5,500.00	45%	6,700.00
2920	Seeding	\$ 6,100	0.00	0.00	0.00	0.00	0%	6,100.00
3200	Rebar - Materials	\$ 678,400	678,400.00	0.00	0.00	678,400.00	100%	0.00
3201	Rebar - Labor	\$ 457,600	437,330.00	3,500.00	0.00	440,830.00	96%	16,770.00
3300	Concrete Work							
	Clarifier Splitter Structure	\$ 71,760	0.00	25,000.00	0.00	25,000.00	35%	46,760.00
	Final Clarifier	\$ 214,650	0.00	0.00	0.00	0.00	0%	214,650.00
	Control Structure	\$ 29,075	0.00	0.00	0.00	0.00	0%	29,075.00
	Sludge Storage Tank	\$ 2,180,839	2,180,839.00	0.00	0.00	2,180,839.00	100%	0.00
	Miscellaneous Concrete	\$ 1,860.00	0.00	0.00	0.00	0.00	0%	1,860.00
3410	Precast Double Tees	\$ 448,980	154,540.00	294,440.00	0.00	448,980.00	100%	0.00
3411	Precast Hollow Core Planks	W/Double Tees						

Contractor: Magney Construction, Inc.
 Owner: City of Marshall, MN
 Project: Wastewater Treatment Facility Improvements
 BMI Project No. T22.115360

Date of Application:
 Work Completed Through:

APPLICATION FOR PAYMENT SCHEDULE

Spec. Section	Pay Application #11 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
3460	W/Double Tees							
5100	Precast Non-Architectural Wall Panels	\$ 456,850	95,649.00	0.00	40,125.00	135,774.00	30%	321,076.00
5500	Structural Metals, Misc Metals and Handrail	\$ 7,820	6,796.00	0.00	0.00	6,796.00	87%	1,024.00
7535	Access Hatches	\$ 279,400	0.00	0.00	0.00	0.00	0%	279,400.00
7900	Fully Adhered Membrane Roofing & Sheet Metal	\$ 1,600	0.00	0.00	0.00	0.00	0%	1,600.00
8110	Joint Sealant	\$ 22,540	0.00	0.00	0.00	0.00	0%	22,540.00
9960	Hollow Metal Doors, Frames and Hardware	\$ 299,000	0.00	0.00	0.00	0.00	0%	299,000.00
10400	Painting	\$ 3,690	0.00	0.00	0.00	0.00	0%	3,690.00
11213	Identifying Devices	\$ 212,600	44,274.04	0.00	160,000.00	204,274.04	96%	8,325.96
11214	Vertical Non-Clog Solids Handling Pumps	\$ 143,100	0.00	0.00	0.00	0.00	0%	143,100.00
11311	Vertical Turbine Pumps	\$ 17,400	0.00	0.00	0.00	0.00	0%	17,400.00
11312	Submersible Centrifugal Pumps	\$ 36,400	32,840.00	0.00	0.00	32,840.00	90%	3,560.00
11316	Replace Vaughan Chopper Pump	\$ 54,750	0.00	0.00	50,125.00	50,125.00	92%	4,625.00
11321	Progressive Cavity Pumps	\$ 96,560	96,560.00	0.00	0.00	96,560.00	100%	0.00
11351	Grit Separation Equipment	\$ 428,500	0.00	0.00	0.00	0.00	0%	428,500.00
11365	Clarifier Equipment - Suction Type Clarifier	\$ 135,840	0.00	0.00	0.00	0.00	0%	135,840.00
11366	Gravity Actuated Rotary Distributor	\$ 345,600	0.00	0.00	0.00	0.00	0%	345,600.00
11372	Trickling Filter Media	\$ 650,000	483,118.19	0.00	0.00	483,118.19	74%	166,881.81
11372	Blower Allowance							
11372	Blower System (Positive Displacement w/ Enclosure)	\$ 4,630	0.00	1,650.00	0.00	1,650.00	36%	2,980.00
11374	Fine Pore Membrane Aeration Equipment	\$ 82,900	0.00	0.00	0.00	0.00	0%	82,900.00
11376	Hybrid Blower System	\$ 6,800	0.00	0.00	0.00	0.00	0%	6,800.00
13126	Circular Tank Covers	\$ 185,300	0.00	0.00	0.00	0.00	0%	185,300.00
13262	Trickling Filter Media	\$ 266,500	0.00	0.00	0.00	0.00	0%	266,500.00
13263	Long Term Storage Mixing System	\$ 140,000	0.00	0.00	117,800.00	117,800.00	84%	22,200.00
13263	ATAD Equipment Replacement	\$ 29,850	0.00	0.00	0.00	0.00	0%	29,850.00
13320	ATAD Equipment Installation	\$ 900	0.00	0.00	0.00	0.00	0%	900.00
13890	Blower Master Control Panel	\$ 10,500	0.00	0.00	0.00	0.00	0%	10,500.00
13900	Slide Gates	\$ 31,200	14,310.00	0.00	0.00	14,310.00	46%	16,890.00
14620	Fiberglass Baffles and Weir Plates	\$ 9,200	7,982.75	0.00	0.00	7,982.75	87%	1,217.25
15060	Portable Hoist	\$ 307,200	239,313.51	0.00	0.00	239,313.51	78%	67,886.49
15060	Process Piping - Materials	\$ 172,800	10,000.00	15,000.00	0.00	25,000.00	14%	147,800.00
15100	Process Piping - Labor	\$ 744,040	457,395.45	0.00	17,335.00	474,730.45	64%	269,309.55
15130	Valves - Materials	\$ 1,600	0.00	0.00	0.00	0.00	0%	1,600.00
15140	Gauges	\$ 11,600	0.00	0.00	0.00	0.00	0%	11,600.00
15150	Pipe Supports and Anchors	\$ 34,500	34,300.00	0.00	0.00	34,300.00	99%	200.00
15250	Stainless Steel Manways w/ Blind Flanges	\$ 14,800	0.00	0.00	0.00	0.00	0%	14,800.00
15500	Plumbing	\$ 97,800	23,025.13	0.00	0.00	23,025.13	24%	74,774.87
15500	HVAC							

Contractor: Magney Construction, Inc.
 Owner: City of Marshall, MN
 Project: Wastewater Treatment Facility Improvements
 BMI Project No. T22.115360

Date of Application:
 Work Completed Through:

APPLICATION FOR PAYMENT SCHEDULE

Spec. Section	Pay Application #1 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
16010	Electrical - Mobilization, Permits and Job Overhead	\$ 100,000	50,000.00	0.00	0.00	50,000.00	50%	50,000.00
16100	Basic Materials and Methods	\$ 260,575	25,030.00	0.00	0.00	25,030.00	10%	235,545.00
16150	Motors	\$ 20,000	0.00	0.00	0.00	0.00	0%	20,000.00
16400	Electrical Distribution	\$ 83,000	0.00	0.00	0.00	0.00	0%	83,000.00
16900	Starters and Motor Control Centers	\$ 463,000	180,000.00	0.00	0.00	180,000.00	39%	283,000.00
16950	Instrumentation and Controls	\$ 958,165	0.00	0.00	0.00	0.00	0%	958,165.00
16990	Computer Allowance	\$ 50,000	0.00	0.00	0.00	0.00	0%	50,000.00
	Totals	14,074,300.00	6,560,169.32	370,782.58	385,385.00	7,316,336.90	52%	6,757,963.10
		0.00						
	Original Contract amount		14,074,300.00					
	Change Orders to date		0.00					
	Revised Contract amount		14,074,300.00					
	Value completed to date		6,930,951.90					
	Materials stored on site		385,385.00					
	Total Earned to date		7,316,336.90					
	Amount retained		365,816.85					
	Amount previously paid		6,232,160.85					
	Amount due this Payment		718,359.21					

American Engineering Testing, Inc.

550 Cleveland Avenue North
 St. Paul, Minnesota 55114-1804
 Phone: (651) 659-9001
 Fax: (651) 659-1379
 Federal Tax ID: 41-0977521

MARSHALL, CITY OF
 344 WEST MAIN ST
 MARSHALL, MN 56258

DUE DATE: 6/27/2020		
INVOICE		CUSTOMER NUMBER
NUMBER	DATE	
1302019	5/28/20	MAR001

BILLING CONTACT: SHARON HANSON

PROJECT MANAGER: TOM JAMES
 PROJECT NUMBER: 13-20349

SCOPE OF WORK :

PROJECT:

SOILS AND MATERIALS

WASTEWATER TREATMENT FACILITIES
 IMPROVEMENTS
 MARSHALL, MN

*For inquiries or additional information regarding this invoice, please contact 651-789-4651 or email
 accounting@amengtest.com*

Remit payments to: 550 Cleveland Avenue North, St. Paul, MN 55114-1804

Labor

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Administrative Assistant	0.30	70.00	21.00
Engineering Technician I	1.50	77.00	115.50
Engineering Technician II	11.50	82.00	943.00
	Labor sub-total		1,079.50

Equipment/Testing

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Rate</u>	<u>Amount</u>
Curing/Handling Non-Tested Cyl	8.00	Cylinder	22.00	176.00
Density Tests, Nuclear	4.00	Test	30.00	120.00
Individual Mold	32.00	Mold	3.00	96.00
Testing Std. Cyl.: Regular	24.00	Test	25.00	600.00
	Equipment sub-total			992.00

Amount due this Invoice	<u><u>\$2,071.50</u></u>
-------------------------	--------------------------



Real People. Real Solutions.

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

To Ensure Proper Credit, Provide Invoice Numbers with Payment



City of Marshall
 Wastewater Treatment Facility
 Bob Van Moer, Wastewater Superintendent
 600 Erie Street
 Marshall, MN 56258

May 27, 2020
 Project No: T22.115360
 Invoice No: 0251005
 Client Account: MARS

VENDOR # 0724
 INVOICE # 0251005
 \$ AMOUNT 31,776.25
 DATE 5-27-20
 ACCT & PROJ # 602-4950-55120
 DESCRIPTION WWTF Improv.
 SIGNATURE Scott Truh

Marshall/WWTF Improvements

Marshall WWTF Improvement

Professional Services per Agreement from April 18, 2020 through May 15, 2020:

Construction Services (004)
Professional Services

	Hours	Amount	
Project Management			
Principal	1.00	205.00	
Report Writing			
Project Engineer	1.00	140.00	
Meetings/Hearing/Presentation			
Principal	133.50	24,697.50	
Design/Plan/Report Review			
Design Engineer	2.50	300.00	
Word Processing/Data Entry			
Administrative	2.00	200.00	
Printing/Copying			
Administrative	3.00	279.00	
Computer Aided Drafting			
Technician	5.00	700.00	
Contract Admin/Construction Engineering			
Design Engineer	7.00	1,295.00	
Construction Observation			
Technician	6.00	570.00	
Grant/Funding Application			
Specialist	3.00	367.50	
Totals	164.00	28,754.00	
Total Labor			28,754.00

Consultants

Barr Engineering Company		885.00	
LS Engineers, Inc.		1,862.50	
Total Consultants	1.10 times	2,747.50	3,022.25

Billing Limits

	Current	Prior	To-Date
Total Billings	31,776.25	210,953.88	242,730.13
Limit			900,000.00
Remaining			657,269.87

Total this Task	\$31,776.25
------------------------	--------------------

Total this Invoice	\$31,776.25
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CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 9, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Vacation of Utility Easement in Wilke-Miller-Buesing 7th Addition -- Receive Petition for Vacation of Utility Easement and Call for Public Hearing.
Background Information:	<p>A signed petition for vacation of a utility easement has been received from the owners of all the real property that includes the proposed area for utility easement.</p> <p>A map of the petitioned vacation area is attached.</p> <p>At one point in time, a property line was centered on the diagonal easement area that is proposed to be vacated. Once the diagonal property line was relocated with the most recent platting, utility easements were established around the perimeter of the new identified lot.</p> <p>The diagonal easement area is not being used and is no longer necessary. We do not believe any utilities are located in this area.</p> <p>A copy of the procedure for vacation of streets by resolution, included in Sec. 62-4 of the Marshall Code of Ordinances, is also attached.</p> <p>Prior to the public hearing and adoption of the resolution granting a petition for vacation, all utility companies will be contacted to ensure no utilities are currently within the proposed vacated area.</p>
Fiscal Impact:	Property owner to reimburse the City for all costs associated with the vacation.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council acknowledge receipt of the attached petition to vacate utility easement, order the petition to be filed for record with the City Administrator, order hearing on such petition, and set the hearing date for June 23, 2020.

PETITION FOR VACATION OF UTILITY EASEMENT

Marshall, Minnesota
May 2020

To the City Council of Marshall, Minnesota:

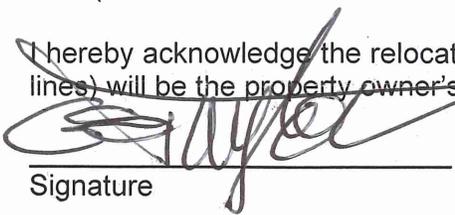
We, the undersigned, owners of all the real property abutting the utility easement as legally described on the attached Exhibit A and as shown on the attached map as Exhibit B, hereby petition that such utility easement be vacated.

	PARCEL # / ADDRESS	OWNER(S)	OWNER(S) SIGNATURE(S)
1.	27-988-001-0 1203 Windstar Street	Gregory S. Taylor Nadine R. Taylor	 Nadine R. Taylor
2.			

THE PETITIONERS SOLD OFF PROPERTY TO THE ADJACENT LAND OWNER
 Purpose of Vacation: TO "SQUARE" OFF THEIR PROPERTY, WHICH ALSO ENLARGED THEIR LOT. THE CITY HAD FOLLOWED THE "NEW" PROPERTY LINES WHEN THE UTILITIES WERE PLACED, SO THIS AREA WAS/IS NO LONGER NEEDED.

Application Fee: \$100.00 -- I hereby submit this Petition for Vacation. I agree to pay the application fee upon filing. In addition, I understand I will be billed for any direct costs related to this application, which are due and payable regardless of approval or denial by the City Council. These direct costs include, but are not limited to, postage, publication/advertising and recording fees (Per current Resolution of Fees & Rates).

I hereby acknowledge the relocation of any utilities (i.e. hydrants, light poles, or communication lines) will be the property owner's expense.



Signature

G. S. TAYLOR

Printed Name

NADINE R. TAYLOR

Nadine R. Taylor

THE TITLE TO THIS PARCEL WILL BE TRANSFERRED TO PHIL THIES ERUDITION TRUST
 Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.

 City Clerk

Pl 6-3-2020
 Rec. # 02001002

EXHIBIT A

The 15-foot-wide utility easement running diagonally on the easterly portion of Lot 1, Block One, Wilke-Miller-Buesing 7th Addition, located between the existing 7.5-ft. perimeter utility easements as shown on Exhibit B, in the City of Marshall, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

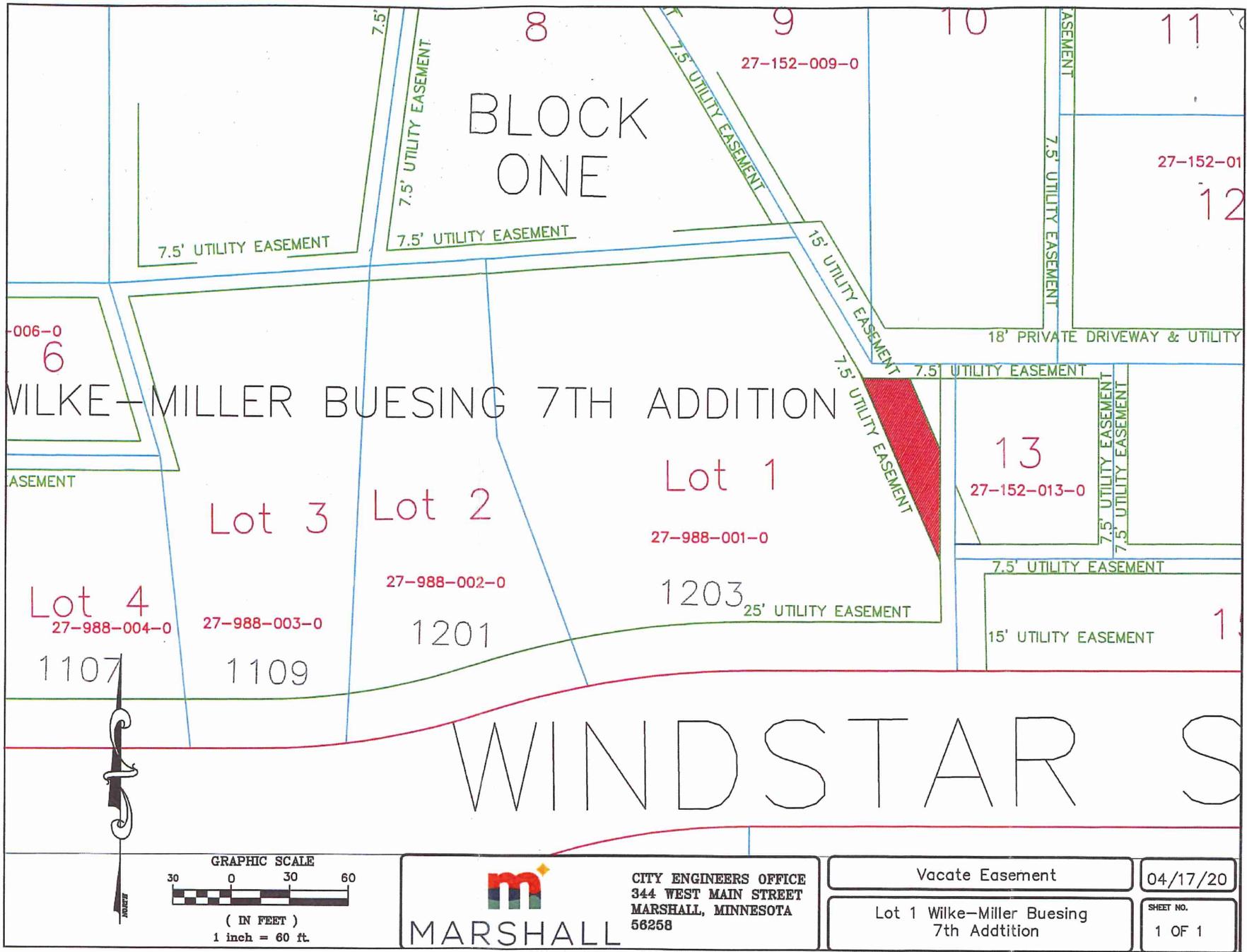


EXHIBIT B


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

Vacate Easement
 Lot 1 Wilke-Miller Buesing
 7th Addition

04/17/20
 SHEET NO.
 1 OF 1

Item 6.

Page 36

Sec. 62-4. - Vacation of streets, alleys, thoroughfares, public grounds, easements, or any other interest in real estate, or any part.

- (a) No public grounds or streets or other interest in real estate shall be vacated except upon the council's own motion or upon the petition directed to the council of a majority of the owners of property on the line of such property interest residing within the city, and completion of the procedure specified in this section. Such petition shall set forth the reasons for such desired vacation, accompanied by a plat of such property interest proposed to be vacated, and such petition shall be verified by the oath of a majority of the petitioners residing within the city.
- (b) If, in the discretion of the council, it is expedient that the matter be proceeded with, it may order the petition filed for record with the city administrator, order a hearing on such petition and fix the time and place of such hearing.
- (c) The city administrator shall give notice of such hearing by publication once at least ten days in advance of such hearing, and by mail to the last known address of all of the owners of property on the line of such property interest proposed to be vacated at least ten days in advance of such hearing. Such last known addresses shall be obtained from the office of the county auditor. Such notice shall in brief state the object of such hearing; the time, place and purpose of such hearing; and the fact that the council, or a board or commission designated by them shall hear the testimony and examine the evidence of the parties interested.
- (d) The council, after hearing the same, or upon the report of such board or commission designated to hold such hearings, may by resolution, passed by affirmative vote of at least five members, declare such property interest vacated, or deny such petition. The resolution, if granting the petition, shall be certified by the city administrator and shall be filed for record and duly recorded in the office of the registrar of deeds (county recorder) in and for the county.

(Code 1976, § 7.07)



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 9, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Law Enforcement Center Repairs
Background Information:	<p>In 2019, the Joint Law Enforcement Center Committee members met to discuss future repairs to be addressed at the LEC facility. Significant mechanical repairs were made to the HVAC system and the door lock system in 2019. The Joint Law Enforcement Committee put in place a 5-year plan to begin needed repairs and updates to the building. As per the Joint Powers Agreement, the city shall share in the common costs of operations (repair, servicing, maintenance and replacement).</p> <p>During the 2020 budgeting sessions, \$25,000 was put into the city’s Capital Improvement Plan for the next 5 years for identified repairs. The Joint LEC committee put a plan in place to address different areas of the building beginning with the main floor public area and records office area. Painting has been completed by the county maintenance staff and carpeting is scheduled to be replaced this year. Lyon County maintenance staff has carpet replacement as a high priority.</p> <p>Lyon County received 2 quotes from Marshall businesses for replacement of flooring. Floor to Ceiling submitted the lowest bid for \$22,174.00. The City of Marshall’s share of the expense would be \$11,087.00. This agenda item is dependent on the Lyon County’s Board approval of the carpet replacement as well.</p>
Fiscal Impact:	\$11,087.00
Alternative/ Variations:	
Recommendations:	Approve the replacement of carpet at the Law Enforcement Center for \$11,087.00.

QUOTATION



1107 West Main
 Marshall, MN 56258
 Phone: 507 • 532-4413
 Fax: 507 • 532-3906

QUOTATION DATE

3 / 16 / 20

PRICES LISTED ARE EFFECTIVE FOR 15 DAYS FROM ABOVE DATE UNLESS OTHERWISE SPECIFIED.

PREPARED BY: Lowell

ATTN: KATH LINDSEMAN

PREPARED	NAME <u>LYON COUNTY</u>	PHONES	HOME ()	LOCATION	LCC CARPET
	ADDRESS _____		WORK ()		MR. MS.
	CITY <u>MARSHALL</u> STATE <u>MN</u> ZIP _____		()		

QTY	U/M	MATERIALS DESCRIPTION	ITEM NO	EACH	TOTAL
1					
2		<u>NEW CARPET TILE AND STRAIGHT RACE</u>			
3		<u>REMOVAL OF EXISTING CARPET - ORDERED BY COUNTY</u>			<u>22,174.00</u>
4		<u>REMOVE FLOOR PAW</u>			
5					
6					
7					
8					
9					
10					
11					
12					

NOTES		MATERIALS SUBTOTAL	\$ <u>22,174.00</u>
A - THE APPROXIMATE DELIVERY TIME ON ABOVE MERCHANDISE IS _____ TO _____ WEEKS.		Sales Tax	\$ <u>EXEMPT</u>
B - SPECIAL ORDER MERCHANDISE REQUIRES A DEPOSIT OF 50% AT TIME OF ORDER.		TOTAL	\$ _____
C - INSTALLED FLOORING & WINDOW ORDERS REQUIRE 50% DEPOSIT WITH BALANCE AT COMPLETION.			
D - INSTALLED KITCHEN/BATH ORDERS REQUIRE 50% DEPOSIT, 40% AT DELIVERY AND BALANCE AT COMPLETION.			
E - _____			

INSTALLATION & LABOR SERVICES			TOTAL
1			
2			
3			
4			
5			
6	DELIVERY TO JOB SITE		

ALL INSTALLATIONS & LABOR SERVICES ARE GUARANTEED FOR A PERIOD OF 1 YEAR.		LABOR TOTAL	\$ _____
<i>Thank You For The Opportunity To Quote On Your Project!</i>		MATERIAL TOTAL FROM ABOVE	\$ _____
		GRAND TOTAL	\$ _____

Item 7. Lowell Lindseman



500 N. Highway 59 • P.O. Box 831
 Marshall, Minnesota 56258
 507-532-3296 • 800-757-6830
 www.marshallace.com

A	1
B	2
C	3
D	4
E	5

Date: 4-6-2020
 Name: Lyom Co. Law Enforcement
 Address: Keith / Tom
MARSHALL, MN
 Home Phone: _____
 Keith Cell / Work Phone: 507-829-3328

Installer: _____ Requested Date Scheduled: _____

Room	Stock No.	Description	P.M.	Quantity	Price	\$
		<u>SHAW STONE AGATE TILE</u>				<u>14773.50</u>
		<u>14760 Hematite</u>				
		<u>6 sqds 456K CH 18436</u>				

Stock #	Description	Quantity	Price	\$	Stock #	Description	Quantity	Price	\$
	Subflooring				945731	3/8" Pad			
M21158	Staples				982642	7/16" Pad			
	Adhesive			<u>596.00</u>	M18599	Wood Tackless			
	Seam Sealer				M61046	Concrete Tackless			
	<u>ARAIEX</u>			<u>111.96</u>	<u>MOLONY Metal</u>				<u>144.00</u>
	<u>MOLONY ADH</u>			<u>24.99</u>	<u>Cove Base</u>				<u>720.00</u>
	<u>Cove Base ADH</u>			<u>83.88</u>	<u>Cove Base OSL</u>				<u>89.70</u>

Measured _____
 Ordered _____
 PO# _____
 Acct. # _____
 Invoice # _____

- wood floor
- concrete floor
- install sub floor
- move f & a
- floor prep
- tear up

TERRAZZO Bedroom Carpet
Cove Base, MOLONYs
USE GRINDER ON FLOOR
+ Reinstall New Carpet Tiles
+ MOLDING (doorway)

FREIGHT	<u>420.00</u>
SUBTOTAL	<u>16964.03</u>
TAX	<u>-</u>
TOTAL MATERIAL	<u>16964.03</u>
INSTALLATION	<u>7800.00</u>
Cove Base STEPS	<u>720.00</u>
MILEAGE	
SEAMING	
TOTAL	<u>25484.03</u>

Charges for extras such as moving furniture, removing old floor covering, surface preparation and the like are not included in this estimate and will be charged for on a time and materials basis.

TOTAL MATERIALS INST. \$25484.03

IF we need to figure disposal we would need to ADD \$350.00



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 9, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works Jason Anderson at 537-6051 or Finance Director Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	That the following bills and project payments be authorized for payment



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 05/27/2020 - 06/05/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
5813	ACE HOME & HARDWARE	05/29/2020	Regular	0.00	965.91	116304
0560	AFSCME COUNCIL 65	06/05/2020	EFT	0.00	1,364.98	4480
6412	AG PLUS COOPERATIVE	06/05/2020	Regular	0.00	1,148.40	116345
0567	ALEX AIR APPARATUS INC	05/29/2020	EFT	0.00	214,637.00	977047
0578	AMAZON CAPITAL SERVICES	06/05/2020	EFT	0.00	68.68	4481
0578	AMAZON CAPITAL SERVICES	05/29/2020	EFT	0.00	225.16	977048
3761	AMERICAN BOTTLING CO.	06/05/2020	Regular	0.00	171.60	116346
0581	AMERICAN ENGINEERING TESTING INC	06/05/2020	EFT	0.00	2,071.50	4482
0583	AMERICAN FAMILY LIFE ASSURANCE CO	06/05/2020	EFT	0.00	2,418.63	4483
0595	AMERIPRIDE SERVICES, INC	06/05/2020	EFT	0.00	9.00	4484
5880	AMERITAS LIFE INSURANCE CORP	06/05/2020	Regular	0.00	414.53	116347
5837	ANDERSON, JASON	06/05/2020	EFT	0.00	80.00	4485
6507	ANDERSON, KARIN	05/29/2020	Regular	0.00	600.00	116305
0658	AP DESIGN	05/29/2020	EFT	0.00	1,570.00	977049
0630	ARCTIC GLACIER	05/29/2020	Regular	0.00	180.94	116306
0630	ARCTIC GLACIER	06/05/2020	Regular	0.00	331.23	116348
0629	ARNOLD MOTOR SUPPLY	05/29/2020	Regular	0.00	3.88	116307
5447	ARTISAN BEER COMPANY	05/29/2020	Regular	0.00	3,517.40	116308
5447	ARTISAN BEER COMPANY	06/05/2020	Regular	0.00	252.25	116349
5327	BAUMANN, ADAM	06/05/2020	EFT	0.00	30.00	4486
0688	BELLBOY CORPORATION	05/29/2020	EFT	0.00	5,391.44	977050
0689	BEND RITE FABRICATION INC	06/05/2020	Regular	0.00	763.63	116350
0699	BEVERAGE WHOLESALERS	05/29/2020	Regular	0.00	44,584.80	116309
0699	BEVERAGE WHOLESALERS	06/05/2020	Regular	0.00	40,939.20	116351
0018	BORDER STATES ELECTRIC SUPPLY	06/05/2020	Regular	0.00	22.30	116352
4506	BOT, JOSEPH	06/05/2020	EFT	0.00	696.00	4487
6231	BOX, KYLE	06/05/2020	EFT	0.00	30.00	4488
4457	BREAKTHRU BEVERAGE	05/29/2020	Regular	0.00	7,330.54	116310
4457	BREAKTHRU BEVERAGE	06/05/2020	Regular	0.00	9,952.78	116353
6468	BRENNAN CONSTRUCTION OF MN, INC	05/29/2020	Regular	0.00	243,020.75	116311
5696	BROTHERS FIRE PROTECTION	06/05/2020	EFT	0.00	690.00	4489
3568	BRUNSVOLD, QUENTIN	06/05/2020	EFT	0.00	30.00	4490
0378	BUYSSE, JASON	06/05/2020	EFT	0.00	30.00	4491
4236	C.E. SIGNS & DESIGNS	05/29/2020	Regular	0.00	53.63	116312
4236	C.E. SIGNS & DESIGNS	06/05/2020	Regular	0.00	48.32	116354
0380	CALLENS, DAVID	06/05/2020	EFT	0.00	30.00	4492
5352	CAMDEN INSURANCE AGENCY	06/05/2020	Regular	0.00	100.00	116355
0815	CATTOOR OIL COMPANY INC	06/05/2020	EFT	0.00	1,550.28	4493
0815	CATTOOR OIL COMPANY INC	05/29/2020	EFT	0.00	2,706.00	977051
0818	CAUWELS, ROGER	06/05/2020	EFT	0.00	30.00	4494
0853	CLAREYS SAFETY EQUIPMENT INC	05/29/2020	Regular	0.00	1,194.77	116313
0875	COMPUTER MAN INC	06/05/2020	EFT	0.00	4,819.50	4495
0384	COUDRON, DEAN	06/05/2020	EFT	0.00	30.00	4496
6508	CROWN UNDERGROUND	05/29/2020	Regular	0.00	800.00	116314
0924	CURT'S COLLISION CENTER	05/29/2020	Regular	0.00	1,195.00	116315
0934	D & G EXCAVATING INC	06/05/2020	EFT	0.00	4,200.00	4497
0934	D & G EXCAVATING INC	05/29/2020	EFT	0.00	792.00	977052
3819	DACOTA PAPER CO	05/29/2020	Regular	0.00	283.86	116316
3819	DACOTA PAPER CO	06/05/2020	Regular	0.00	84.84	116356
5031	DASH MEDICAL GLOVES, INC	06/05/2020	Regular	0.00	71.90	116357
6204	DAVEY TREE EXPERT COMPANY	06/05/2020	Regular	0.00	2,555.00	116358
0975	DEPUTY REGISTRAR #32	05/29/2020	Regular	0.00	54.25	116317
0975	DEPUTY REGISTRAR #32	06/05/2020	Regular	0.00	153.00	116359
6472	DEUTZ, LAUREN	06/05/2020	Regular	0.00	80.00	116360

Council Check Report

Date Range: 05/27/2020 - 06/05/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5731	DOLL DISTRIBUTING	06/05/2020	Regular	0.00	34,308.40	116361
5731	DOLL DISTRIBUTING	05/29/2020	EFT	0.00	23,429.62	977053
1020	DUIINCK BROS., INC.	06/05/2020	EFT	0.00	1,421.48	4498
5188	DWIRE, KARNA	05/29/2020	EFT	0.00	23.21	977054
1035	ECOLAB PEST ELIMINATION SERVICES	06/05/2020	Regular	0.00	665.04	116362
1090	FASTENAL COMPANY	06/05/2020	EFT	0.00	588.50	4499
1090	FASTENAL COMPANY	05/29/2020	EFT	0.00	746.07	977055
1145	FREMONT INDUSTRIES INC	06/05/2020	EFT	0.00	3,870.00	4500
3772	FRONTIER PRECISION	05/29/2020	EFT	0.00	4,759.65	977056
0419	FULL, JOHN	05/29/2020	Regular	0.00	141.74	116318
4805	FURTHER	05/29/2020	Bank Draft	0.00	9,021.67	DFT0000100
1158	GALLS INC	05/29/2020	Regular	0.00	274.51	116319
1201	GRAINGER INC	05/29/2020	EFT	0.00	43.57	977057
1215	GREENWOOD NURSERY	05/29/2020	Regular	0.00	396.99	116320
1215	GREENWOOD NURSERY	06/05/2020	Regular	0.00	1,500.00	116363
1243	HARDWARE HANK	05/29/2020	EFT	0.00	101.90	977058
1256	HAWKINS INC	05/29/2020	Regular	0.00	5,473.80	116321
1268	HELENA CHEMICAL COMPANY	06/05/2020	Regular	0.00	1,697.01	116364
5515	HOFFMANN, RYAN	06/05/2020	EFT	0.00	30.00	4501
1311	HYVEE FOOD STORES INC	05/29/2020	Regular	0.00	166.32	116322
1311	HYVEE FOOD STORES INC	06/05/2020	Regular	0.00	96.91	116365
1325	ICMA RETIREMENT TRUST #300877	06/05/2020	Regular	0.00	300.00	116366
1358	INTERNAL REVENUE SERVICE	05/29/2020	Bank Draft	0.00	26,159.02	DFT0000101
1358	INTERNAL REVENUE SERVICE	05/29/2020	Bank Draft	0.00	23,383.33	DFT0000102
1358	INTERNAL REVENUE SERVICE	05/29/2020	Bank Draft	0.00	7,869.38	DFT0000103
5329	INTERSTATE ALL BATTERY CENTER	05/29/2020	Regular	0.00	63.80	116323
5333	JOHANSSON SALES & SERVICE	05/29/2020	Regular	0.00	135.66	116324
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/29/2020	Regular	0.00	9,375.51	116325
1399	JOHNSON BROTHERS LIQUOR COMPANY	06/05/2020	Regular	0.00	7,416.60	116367
3564	KESTELOOT ENTERPRISES, INC	06/05/2020	EFT	0.00	40.38	4502
5095	KIBBLE EQUIPMENT	06/05/2020	EFT	0.00	547.00	4503
5095	KIBBLE EQUIPMENT	05/29/2020	EFT	0.00	131.64	977059
0450	KOPITSKI, JASON	06/05/2020	Regular	0.00	30.00	116368
5377	KRUK, CHRISTOPHER	06/05/2020	EFT	0.00	30.00	4504
1480	LAW ENFORCEMENT LABOR SERVICE INC	06/05/2020	EFT	0.00	1,240.00	4505
6183	LEE, JERRED	06/05/2020	EFT	0.00	30.00	4506
5606	LEGALSHIELD	06/05/2020	Regular	0.00	145.50	116369
1507	LOCHER BROTHERS INC	06/05/2020	EFT	0.00	979.00	4507
1507	LOCHER BROTHERS INC	05/29/2020	EFT	0.00	530.00	977060
6323	LUTHER, ERIC	06/05/2020	EFT	0.00	30.00	4508
1531	LYON COUNTY AUDITOR-TREASURER	05/29/2020	Regular	0.00	400.00	116326
1548	LYON COUNTY LANDFILL	05/29/2020	Regular	0.00	55.60	116327
1553	LYON COUNTY SHERIFF'S DEPT.	05/29/2020	Regular	0.00	5.00	116328
6292	MADDEN, GALANTER, HANSEN, LLP	06/05/2020	EFT	0.00	714.00	4509
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	06/05/2020	EFT	0.00	1,043.21	4510
1574	MAGIC WATER	06/05/2020	Regular	0.00	12.00	116370
5459	MAGNEY CONSTRUCTION, INC	06/05/2020	Regular	0.00	718,359.21	116371
1575	MAILBOXES & PARCEL DEPOT	06/05/2020	EFT	0.00	16.01	4511
1575	MAILBOXES & PARCEL DEPOT	05/29/2020	EFT	0.00	32.21	977061
1604	MARSHALL AREA CHAMBER OF COMMERCE	06/05/2020	EFT	0.00	2,284.00	4512
0460	MARSHALL JAMES	06/05/2020	Regular	0.00	80.00	116372
1632	MARSHALL MINI-STORAGE, LLP	05/29/2020	EFT	0.00	72.00	977062
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	06/05/2020	EFT	0.00	51.64	4513
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/29/2020	EFT	0.00	147.34	977063
5139	MATHESON TRI-GAS INC	05/29/2020	Regular	0.00	125.75	116329
5139	MATHESON TRI-GAS INC	06/05/2020	Regular	0.00	236.03	116373
6025	MELLENTHIN, CODY	06/05/2020	EFT	0.00	30.00	4514
4980	MENARDS INC	05/29/2020	Regular	0.00	92.38	116330
4980	MENARDS INC	06/05/2020	Regular	0.00	32.60	116374
3971	MEULEBROECK, ANDY	06/05/2020	EFT	0.00	30.00	4515
6388	MIDWEST ALARM CO.,INC	06/05/2020	Regular	0.00	600.00	116375

Council Check Report

Date Range: 05/27/2020 - 06/05/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6230	MILLNER HERITAGE VINEYARD & WINERY	06/05/2020	Regular	0.00	109.80	116376
5688	MINNESOTA LIFE	06/05/2020	EFT	0.00	1,534.86	4516
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/29/2020	Bank Draft	0.00	875.94	DFT0000085
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/29/2020	Bank Draft	0.00	170.00	DFT0000086
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/29/2020	Bank Draft	0.00	1,275.00	DFT0000087
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/29/2020	Bank Draft	0.00	2,399.40	DFT0000088
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/29/2020	Bank Draft	0.00	200.00	DFT0000089
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/29/2020	Bank Draft	0.00	1,170.00	DFT0000095
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/29/2020	Bank Draft	0.00	355.00	DFT0000096
1839	MINNESOTA VALLEY TESTING LABS INC	05/29/2020	EFT	0.00	517.10	977064
1757	MN CHILD SUPPORT PAYMENT CENTER	06/05/2020	Regular	0.00	684.35	116377
6440	MN PEIP-C/O MMB FISCAL SVC	06/05/2020	EFT	0.00	8,668.22	4517
6440	MN PEIP-C/O MMB FISCAL SVC	05/29/2020	Bank Draft	0.00	1,782.36	DFT0000099
1818	MN REVENUE	05/29/2020	Bank Draft	0.00	10,826.02	DFT0000104
1787	MN STATE BOARD OF ASSESSORS	05/29/2020	Regular	0.00	275.00	116331
1787	MN STATE BOARD OF ASSESSORS	06/05/2020	Regular	0.00	85.00	116378
5857	MORRIS ELECTRONICS	06/05/2020	Regular	0.00	160.00	116379
3604	MP NEXLEVEL,LLC	05/29/2020	Regular	0.00	1,600.00	116332
2512	NATIONWIDE RETIREMENT	05/29/2020	Bank Draft	0.00	500.00	DFT0000090
2513	NATIONWIDE RETIREMENT-FIRE	05/29/2020	Bank Draft	0.00	21.95	DFT0000091
1923	NCPERS MN GROUP LIFE INS.	06/05/2020	EFT	0.00	400.00	4518
1945	NORMS GTC	05/29/2020	Regular	0.00	16.99	116333
1945	NORMS GTC	06/05/2020	Regular	0.00	96.99	116380
1986	NORTH CENTRAL INTERNATIONAL, INC	06/05/2020	EFT	0.00	1,188.28	4519
1986	NORTH CENTRAL INTERNATIONAL, INC	05/29/2020	EFT	0.00	1,699.32	977065
1946	NORTH CENTRAL LABS	05/29/2020	EFT	0.00	632.66	977066
1961	NORTHERN SAFETY COMPANY INC	06/05/2020	EFT	0.00	83.50	4520
6463	OFFICE OF MNIT SERVICES	06/05/2020	Regular	0.00	2,263.70	116381
0473	OLSON, GLENN	06/05/2020	EFT	0.00	80.00	4521
5891	ONE OFFICE SOLUTION	06/05/2020	EFT	0.00	8.98	4522
5891	ONE OFFICE SOLUTION	05/29/2020	EFT	0.00	39.98	977067
6190	OPG-3 INC	06/05/2020	Regular	0.00	8,420.00	116382
2019	PAUSTIS WINE COMPANY	06/05/2020	Regular	0.00	5,452.00	116383
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	06/05/2020	EFT	0.00	23.70	4523
2028	PERA OF MINNESOTA REG	05/29/2020	Bank Draft	0.00	283.24	DFT0000081
2028	PERA OF MINNESOTA REG	05/29/2020	Bank Draft	0.00	18,490.50	DFT0000082
2028	PERA OF MINNESOTA REG	05/29/2020	Bank Draft	0.00	30,026.20	DFT0000083
2036	PHILLIPS WINE AND SPIRITS INC	05/29/2020	Regular	0.00	17,475.59	116334
2036	PHILLIPS WINE AND SPIRITS INC	06/05/2020	Regular	0.00	10,750.13	116384
2064	POWERPLAN	05/29/2020	Regular	0.00	115.20	116335
0477	PRZYBILLA, SCOTT	06/05/2020	EFT	0.00	30.00	4524
2096	QUARNSTROM & DOERING, PA	06/05/2020	EFT	0.00	10,874.67	4525
2096	QUARNSTROM & DOERING, PA	05/29/2020	EFT	0.00	298.00	977068
2112	R and G CONSTRUCTION COMPANY INC	06/05/2020	EFT	0.00	1,184.00	4526
5965	R&R SPECIALTIES OF WISCONSIN INC	06/05/2020	EFT	0.00	2,305.95	4527
4021	RAILROAD MGT CO III,LLC	05/29/2020	Regular	0.00	258.95	116336
4826	RIEKE, BENJAMIN	06/05/2020	EFT	0.00	30.00	4528
6365	RJM DISTRIBUTING, INC	05/29/2020	Regular	0.00	436.53	116337
2186	ROGGE EXCAVATING	05/29/2020	Regular	0.00	400.00	116338
0481	ROKEH, JASON	06/05/2020	Regular	0.00	30.00	116385
2201	RUNNINGS SUPPLY INC	06/05/2020	EFT	0.00	65.45	4529
2201	RUNNINGS SUPPLY INC	05/29/2020	EFT	0.00	305.05	977069
6251	SHRED RIGHT	05/29/2020	EFT	0.00	15.00	977070
3495	SMSU	06/05/2020	EFT	0.00	23,010.75	4530
4855	SOUTHERN GLAZER'S OF MN	06/05/2020	EFT	0.00	10,907.33	4531
4855	SOUTHERN GLAZER'S OF MN	05/29/2020	EFT	0.00	7,504.72	977071
0491	ST AUBIN, GREGORY	06/05/2020	EFT	0.00	30.00	4532
4522	ST LOUIS MRO INC.	05/29/2020	Regular	0.00	122.50	116339
3808	STELTER, GEOFFREY	06/05/2020	Regular	0.00	30.00	116386
4134	STENSRUD, PRESTON	06/05/2020	EFT	0.00	30.00	4533
5491	STORM, ANNETTE	06/05/2020	EFT	0.00	80.00	4534

Council Check Report

Date Range: 05/27/2020 - 06/05/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0495	SWANSON, GREGG	06/05/2020	Regular	0.00	30.00	116387
6277	TALKING WATERS BREWING CO, LLC	05/29/2020	EFT	0.00	1,442.00	977072
4734	TESSMAN COMPANY	06/05/2020	EFT	0.00	3,026.35	4535
2423	TIERNEY BROTHERS INC	06/05/2020	Regular	0.00	1,031.10	116388
3483	TITLE & ABSTRACT SERVICES, LLC	05/29/2020	Regular	0.00	100.00	116340
0503	TOMASEK, TIM	06/05/2020	Regular	0.00	30.00	116389
6156	TRUE BRANDS	06/05/2020	EFT	0.00	97.58	4536
3342	TRUEDSON, SCOTT	06/05/2020	EFT	0.00	97.49	4537
6126	UNITED COMMUNITY ACTION PARTNERSHIP	06/05/2020	EFT	0.00	18,259.44	4538
4402	UPS	05/29/2020	Regular	0.00	4.00	116341
5023	US GEOLOGICAL SURVEY	06/05/2020	EFT	0.00	2,112.50	4539
3443	VALIC DEFERRED COMP	05/29/2020	Bank Draft	0.00	1,202.00	DFT0000092
3443	VALIC DEFERRED COMP	05/29/2020	Bank Draft	0.00	43.03	DFT0000093
3443	VALIC DEFERRED COMP	05/29/2020	Bank Draft	0.00	1,250.00	DFT0000094
6092	VANDERMILLEN, SCOTT	06/05/2020	EFT	0.00	80.00	4540
0512	VANLEEUEWE, SARA J.	06/05/2020	EFT	0.00	70.00	4541
0513	VANMOER, ROBERT	06/05/2020	EFT	0.00	30.00	4542
5733	VAST BROADBAND	05/29/2020	Regular	0.00	320.73	116343
5733	VAST BROADBAND	06/05/2020	Regular	0.00	68.30	116390
6509	VAST BROADBAND	05/29/2020	Regular	0.00	800.00	116342
4489	VERIZON WIRELESS	06/05/2020	EFT	0.00	1,181.96	4543
2538	VIKING COCA COLA BOTTLING COMPANY	06/05/2020	EFT	0.00	241.25	4544
2538	VIKING COCA COLA BOTTLING COMPANY	05/29/2020	EFT	0.00	289.05	977073
6085	VOYA - INVESTORS CHOICE	05/29/2020	Bank Draft	0.00	150.00	DFT0000097
6085	VOYA - INVESTORS CHOICE	05/29/2020	Bank Draft	0.00	825.00	DFT0000098
4118	WALMART BUSINESS	06/05/2020	Regular	0.00	346.01	116391
6512	WEBB, BRADY	06/05/2020	Regular	0.00	467.50	116392
0518	WENKER, JEFFREY	06/05/2020	Regular	0.00	30.00	116393
2602	WILLOW CREEK CONCRETE PRODUCTS INC	06/05/2020	Regular	0.00	1,429.80	116394
2605	WINE MERCHANTS	05/29/2020	Regular	0.00	217.69	116344
6379	WINEBOW	06/05/2020	EFT	0.00	856.00	4545
6082	ZEUG, THOMAS	05/29/2020	EFT	0.00	90.00	977074
2632	ZIEGLER INC	05/29/2020	EFT	0.00	142.02	977075

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	165	91	0.00	1,196,718.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	23	23	0.00	138,279.04
EFT's	162	95	0.00	386,055.76
	350	209	0.00	1,721,053.73

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	165	91	0.00	1,196,718.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	23	23	0.00	138,279.04
EFT's	162	95	0.00	386,055.76
	350	209	0.00	1,721,053.73

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	5/2020	749,228.72
999	POOLED CASH FUND	6/2020	971,825.01
			1,721,053.73

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

6/9/2020

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2018 Prior Payments	2019 Prior Payments	2020 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
Z67	475-43300-55170	6/12/2018	Michigan Road/Superior Road Reconstruction	D & G Excavating	1,022,427.60	3,184.00	1,025,611.60	959,481.14	11,130.87		51,084.84	3,914.75	99.62%
Z72	630-49600-55170	5/14/2019	Hahn Road Storm Sewer Reconstruction	A & C Excavating, LLC	136,970.00	(11,540.11)	125,429.89	113,279.89	12,150.00		-	-	100.00%
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00		14,074,300.00	3,618,459.20	2,613,701.65	718,359.21	365,816.85	6,757,963.09	51.98%
	401-46400-55130	6/25/2019	Chip Seal of Roadways & Parking Lot - Airport	RH Sealcoating	46,255.80		46,255.80					46,255.80	0.00%
MER	493-42600-55130	2/12/2019	MERIT Center Track	R & G Construction	2,712,530.50	43,827.46	2,756,357.96	2,636,570.66	89,140.13		55,626.75	(24,979.58)	100.91%
	401-45200-55120		Liberty Park Restroom	Doom & Cuypers Construction	78,286.12	(475.00)	77,811.12	50,540.81	27,270.25			0.06	100.00%
Z52	401-41900-55130	8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	Hisken Construction Inc.	185,250.15		185,250.15					185,250.15	0.00%
E22	630-49600-55130	9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00		190,000.00	150,483.00				39,517.00	79.20%
CH1	494-41900-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00		5,030,200.00					3,932,135.95	21.83%
CH1	494-41900-55121	11/12/2019	Removal of Hazardous Materials from City Hall	Advanced Health, Safety & Security	67,028.25	23,775.25	90,803.50				86,263.33	4,540.17	100.00%
B20	476-45200-55120	3/10/2020	Fredom Park Restroom	Sussner Construction	122,700.00		122,700.00					122,700.00	0.00%
Z50	101-43300-53425	3/24/2020	2020 Chip Seal (\$14,300 - Arena Parking Lot)	Pearson Bros., Inc.	154,300.00		154,300.00					154,300.00	0.00%
Z51	495-43300-55170	3/24/2020	2020 Bituminous Resurfacing	Duininck, Inc	598,912.10		598,912.10					598,912.10	0.00%
Z75	476-43300-55170	4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90		2,583,754.90					2,583,754.90	0.00%
	230? Or 494?	5/12/2020	Demolition of Structure at 326 West Main Street	LinnCo, Inc	523,444.00		523,444.00					523,444.00	0.00%
Z76	476-43300-55170	5/26/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55		617,136.55					617,136.55	0.00%
				<hr/>				<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
				28,143,495.97	58,771.60	28,202,267.57	959,481.14	6,580,464.43	3,573,762.26	961,379.96	586,875.01	15,540,304.77	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, June 9, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution No. ____, Second Series, Awarding the Sale of General Obligation Bonds, Series 2020B
Background Information:	<p>Attached please find an 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 June 9, 2020. After the sale of the Bonds on that date, 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.</p> <p>Director of Administrative Services, Annette Storm, and Terri Heaton, with Baker Tilly Municipal Advisors, will present the findings from the bond sale that is scheduled for June 9, 2020.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve Resolution No. ____, Second Series, Awarding the Sale of General Obligation Bonds, Series 2020B

**EXTRACT OF MINUTES OF MEETING OF THE
COUNCIL OF THE CITY OF MARSHALL
LYON COUNTY, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held [remotely by telephone or other electronic means] at the MERIT Center in said City on Tuesday, June 9, 2020, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

Council Member _____ introduced the following written Resolution No. _____, Second Series attached hereto and moved its adoption. The motion for the adoption of the resolution was duly seconded by Council Member _____ and upon a vote being taken thereon, the following Council Members voted AYE:

and the following voted NAY:

Passed, adopted, approved and filed this 9th day of June, 2020.

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. _____
SECOND SERIES

**AWARDING THE SALE OF GENERAL OBLIGATION BONDS,
SERIES 2020B, IN THE AGGREGATE PRINCIPAL AMOUNT OF
\$[_____]; FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY; AND
PROVIDING FOR THEIR PAYMENT**

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

Section 1. Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the City Council on May 12, 2020, the City authorized the sale of its General Obligation Bonds, Series 2020B (the “Bonds”), for the following purposes:

(a) to finance certain street reconstruction described in a five-year street reconstruction plan (the “Street Reconstruction Plan”), adopted by the City Council on April 14, 2020, including the South 4th Street Reconstruction Project and South 1st Street Reconstruction Project (the “Street Reconstruction”), pursuant to Minnesota Statutes, Chapter 475, as amended (“Chapter 475”), including specifically Section 475.58, subdivision 3b (collectively, the “Street Reconstruction Act”);

(b) to finance certain public improvements, including improvements to a restroom at Freedom Park in the City (the “Public Improvements”), pursuant to Chapter 475 and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the “Abatement Act”), and a resolution adopted by the City Council on April 14, 2020 following a duly noticed public hearing, approving a property tax abatement (the “Abatements”) for certain property in the City (the “Abatement Parcels”) over a period of six (6) years, in an amount sufficient to pay the principal amount of and interest on bonds issued to finance the Public Improvements;

(c) to finance the purchase of certain items of capital equipment, including a dump truck and SCBA pack and masks (breathing apparatus) (the “Capital Equipment”), pursuant to Chapter 475 and Minnesota Statutes, Sections 410.32 and 412.301, as amended (collectively, the “Capital Equipment Act”);

(d) to finance the construction of various surface water system improvements, including to the Legion Field Buffalo Ridge Basin and the MERIT Center Dry Pond Outlet in the City (the “Utility Improvements”), pursuant to Minnesota Statutes, Chapter 444, as amended, and Chapter 475 (collectively, the “Utility Revenue Act”).

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the “Purchaser”) to purchase the Bonds of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of \$[_____].00, plus original issue premium of \$_____, less original issue discount of \$_____, less underwriter’s discount of \$_____), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2022	%	2027	%
2023		2028	
2024		2029	
2025		2030	
2026		2031	

True interest cost: _____%

1.03. Purchase Contract. The sum of \$ _____, being the amount proposed by the Purchaser in excess of \$[2,592,175], shall be deposited in the accounts of the Debt Service Fund hereinafter created or deposited in the accounts of the Construction Fund hereinafter created, as determined by the Finance Director of the City (the “Finance Director”) in consultation with Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor (the “Municipal Advisor”). The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Street Reconstruction Act, the Abatement Act, the Capital Equipment Act, and the Utility Revenue Act (collectively, the “Act”) in the total principal amount of \$[_____], originally dated July 9, 2020, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$	2027	\$
2023		2028	
2024		2029	
2025		2030	
2026		2031	

(a) \$ _____ of the Bonds (the “Street Reconstruction Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Street Reconstruction:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$	2026	\$
2023		2027	
2024		2028	
2025			

(b) \$ _____ of the Bonds (the “Abatement Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Public Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$	2025	\$
2023		2026	0
2024			

(c) \$_____ of the Bonds (the “Equipment Certificates”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Capital Equipment:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$	2026	\$
2023		2027	
2024		2028	
2025			

(d) \$_____ of the Bonds (the “Utility Revenue Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Utility Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2022	\$	2027	\$
2023		2028	
2024		2029	
2025		2030	
2026		2031	

1.05. Optional Redemption. The City may elect on February 1, 2028, and on any day thereafter to prepay Bonds due on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

1.06. [Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20__, February 1, 20__, and February 1, 20__ shall hereinafter be referred to as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemption of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 20[] Term Bond</u>	<u>Principal Amount</u>
20__	\$
20__*	

* *Maturity*

<u>February 1, 20[] Term Bond</u>	<u>Principal Amount</u>
20__	\$
20__*	

* *Maturity*

<u>February 1, 20[] Term Bond</u>	<u>Principal Amount</u>
20__	\$
20__*	

* *Maturity]*

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2021, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver any new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2020B Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the Finance Director as a bookkeeping fund separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Street Reconstruction Bonds Account," the "Abatement Bonds Account," the "Equipment Certificates Account," and the "Utility Revenue Bonds Account." Amounts in the Street Reconstruction Bonds Account are irrevocably pledged to the Street Reconstruction Bonds, amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, amounts in the Equipment Certificates Account are irrevocably pledged to the Equipment Certificates, and amounts in the Utility Revenue Bonds Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Street Reconstruction Bonds Account. Ad valorem taxes herein levied for the payment of the principal of, premium, if any, and interest on the Street Reconstruction Bonds are hereby pledged to the Street Reconstruction Bonds Account of the Debt Service Fund. Available funds of the City shall be deposited to the Street Reconstruction Bonds Account of the Debt Service Fund for payment of the first interest payment due on the Street Reconstruction Bonds on February 1, 2021. There is appropriated to the Street Reconstruction Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for

deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

(b) Abatement Bonds Account. Abatements from the Abatement Parcels and ad valorem taxes levied for the payment of interest on the Abatement Bonds are hereby pledged to the Abatement Bonds Account of the Debt Service Fund. Available funds of the City shall be deposited to the Abatement Bonds Account of the Debt Service Fund for payment of the first interest payment due on the Abatement Bonds on February 1, 2021. There is appropriated to the Abatement Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

(c) Equipment Certificates Account. Ad valorem taxes herein levied for the Capital Equipment are hereby pledged to the Equipment Certificates Account of the Debt Service Fund. Available funds of the City shall be deposited to the Equipment Certificates Account of the Debt Service Fund for payment of the first interest payment due on the Equipment Certificates on February 1, 2021. There is appropriated to the Equipment Certificates Account a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest.

(d) Utility Bonds Account. The City will continue to maintain and operate its Wastewater Fund and Surface Water Fund to which will be credited all gross revenues of the wastewater system and surface water system, respectively, and out of which will be paid all normal and reasonable expenses of current operations of such systems. Any balances therein are deemed net revenues (the "Net Revenues") and will be transferred, from time to time, to the Utility Bonds Account of the Debt Service Fund, which Utility Bonds Account will be used only to pay principal of and interest on the Utility Revenue Bonds and any other bonds similarly authorized. There will always be retained in the Utility Bonds Account a sufficient amount to pay principal of and interest on all the Utility Revenue Bonds, and the Finance Director must report any current or anticipated deficiency in the Utility Bonds Account to the City Council. There is appropriated to the Utility Bonds Account of the Debt Service Fund a pro rata portion of (i) capitalized interest financed from Bond proceeds, if any; (ii) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (iii) accrued interest, if any.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2020B Construction Fund (the "Construction Fund"). The City will maintain the following accounts in the Construction Fund: the "Street Reconstruction Bonds Account," the "Abatement Bonds Account," the "Equipment Certificates Account," and the "Utility Revenue Bonds Account." Amounts in the Street Reconstruction Bonds Account are irrevocably pledged to the Street Reconstruction Bonds, amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, amounts in the Equipment Certificates Account are irrevocably pledged to the Equipment Certificates, and amounts in the Utility Revenue Bonds Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Street Reconstruction Bonds Account. Proceeds of the Street Reconstruction Bonds, less the appropriations made in Section 4.01(a), together with any other funds appropriated for the Street Reconstruction and ad valorem taxes collected during the construction of the Street Reconstruction, will be deposited in the Street Reconstruction Bonds Account of the Construction Fund to be used solely to defray expenses of the Street Reconstruction. When the Street

Reconstruction is completed and the costs thereof paid, the Street Reconstruction Bonds Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund.

(b) Abatement Bonds Account. Proceeds of the Abatement Bonds, less the appropriations made in Section 4.01(b), together with any other funds appropriated for the Public Improvements, Abatements and ad valorem taxes collected during the construction of the Public Improvements, will be deposited in the Abatement Bonds Account of the Construction Fund to be used solely to defray expenses of the Public Improvements. When the Public Improvements are completed and the costs thereof paid, the Abatement Bonds Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Abatement Bonds Account of the Debt Service Fund.

(c) Equipment Certificates Account. The proceeds of the Equipment Certificates, less the appropriations made in Section 4.01(c) hereof, together with any other funds appropriated for the purchase of Capital Equipment, will be deposited in the Equipment Certificates Account of the Construction Fund to be used solely to defray expenses of the Capital Equipment. When the Capital Equipment is purchased and the costs thereof paid, the Equipment Certificates Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Equipment Certificates Account of the Debt Service Fund.

(d) Utility Revenue Bonds Account. Proceeds of the Utility Revenue Bonds, less the appropriations made in Section 4.01(d) hereof, together with any other funds appropriated for the Utility Improvements and Net Revenues from the wastewater system and surface water system collected during construction of the Utility Improvements, will be deposited in the Utility Revenue Bonds Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. When the Utility Improvements are completed and the cost thereof paid, the Utility Revenue Bonds Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Utility Revenue Bonds Account of the Debt Service Fund.

4.03. City Covenants with Respect to the Utility Revenue Bonds. The City Council covenants and agrees with the holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the wastewater system and surface water system as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Wastewater Fund and Surface Water Fund, as hereinabove provided, and will make no expenditures from these accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Utility Bonds Account of the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time out of Net Revenues from the wastewater system and surface water system in sums sufficient to pay principal of and interest on the Utility Revenue Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the wastewater system and surface water system and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment

of a reasonable fee therefor, and said account will be audited at least annually by a qualified public accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The City Council will cause persons handling revenues of the wastewater system and surface water system to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Act.

(e) The City Council will keep the wastewater system and surface water system insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the wastewater system and surface water system as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Utility Revenue Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Revenue Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.

(h) The City Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in Net Revenues.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Street Reconstruction Bonds and the Equipment Certificates, and the interest on the Abatement Bonds, there is levied a direct annual irrevocable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes in the years and amounts as attached hereto as EXHIBIT C will be credited to the Street Reconstruction Bonds Account, the Equipment Certificates Account, and the Abatement Bonds Account of the Debt Service Fund, respectively, as provided above.

4.06. No Tax Levy as to Utility Revenue Bonds. It is determined that estimated collection Net Revenues from the wastewater system and surface water system of the City will produce at least five percent (5%) in excess of the amount needed to meet when due on the Utility Revenue Bonds, and that no tax levy is needed at this time with respect to the Utility Revenue Bonds.

4.07. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Taxes, Abatements, and Net Revenues will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the

Bonds. The tax levy herein provided for the Bonds is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor/Treasurer of Lyon County, Minnesota (the "County Auditor/Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.08. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01 City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02 Certification as to Official Statement. The Mayor and City Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03 Other Certificates. The Mayor and City Administrator are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

Section 6. Tax Covenants.

6.01 Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exemption from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

6.02 Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.03 Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2020 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2020 have been designated for purposes of Section 265(b)(3) of the Code.

6.04 Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01 The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02 Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so

paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03 Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04 Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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Passed and adopted this June 9, 2020.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Kyle Box
City Clerk

EXHIBIT A

PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF LYON
CITY OF MARSHALL

GENERAL OBLIGATION BOND
SERIES 2020B

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____ %	February 1, 20__	July 9, 2020	572500 ____

Registered Owner: CEDE & CO.

The City of Marshall Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2021, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2028, and on any day thereafter to prepay Bonds due on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[The Bonds maturing on February 1, 20__, February 1, 20__, and February 1, 20__ shall hereinafter be referred to as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemption of such Term Bonds in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

Sinking Fund Installment Date

<u>February 1, 20[] Term Bond</u>	<u>Principal Amount</u>
20__	\$
20__*	

* *Maturity*

<u>February 1, 20[] Term Bond</u>	<u>Principal Amount</u>
20__	\$
20__*	

* *Maturity*

<u>February 1, 20[] Term Bond</u>	<u>Principal Amount</u>
20__	\$
20__*	

* *Maturity]*

This Bond is one of an issue in the aggregate principal amount of \$[] all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on June 9, 2020 (the “Resolution”), for the purpose of financing certain street reconstruction, certain public improvements to a park in the City, the purchase of certain items of capital equipment, and various surface water system improvements in the City, pursuant to and in full conformity with the City’s home rule charter and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 410.32 and 412.301, as amended, Minnesota Statutes, Chapter 444, as amended, Minnesota Statutes, Sections 469.1812 through 469.1815, as amended, Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 475.58, subdivision 3b, as amended, and the principal hereof and interest hereon are payable in part from ad valorem taxes, in part from tax abatement revenues, and in part from net revenues of the wastewater and surface water systems of the Issuer, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes, abatements, and net wastewater system and surface water system revenues pledged which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at

the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Marshall, Lyon County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: July 9, 2020

CITY OF MARSHALL, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION

By _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C
TAX LEVY SCHEDULES
Street Reconstruction Bonds

[Insert]

Abatement Bonds

[Insert]

Equipment Certificates

[Insert]

RESOLUTION NO. _____
SECOND SERIES

The attached resolution was adopted by the City Council of the City of Marshall on June 9, 2020.

The question was on the adoption of the resolution, and there were _____ AYE votes and _____ NAY votes as follows:

CITY OF MARSHALL CITY COUNCIL MEMBERS	Yes	No	Other
Robert J. Byrnes, Mayor	_____	_____	_____
Glenn Bayerkohler (Ward I)	_____	_____	_____
John DeCramer (Ward I)	_____	_____	_____
Russ Labat (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

Secretary to the Council



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 9, 2020
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Red Baron Arena Chiller Repairs
Background Information:	<p>Staff has found significant corrosion in refrigeration system leading to the failure of chiller piping. Costs of repairs will vary depending on test results for brine system that we are still waiting on as memo is submitted. Staff will be present to discuss in further detail at meeting.</p> <p>Quote to repair chiller piping from Midwest Boiler from Sioux Falls, SD is \$34,050. These repairs are very labor intensive and completed with specialized equipment – only one quote was obtained as no other vendors are known to perform this scope of work in our area.</p> <p>Our insurance company has been informed and we are still awaiting a response as well as gather more information on total costs. Our deductible is \$25,000 is repairs are approved by insurance and we wish to file a claim.</p>
Fiscal Impact:	Total costs unknown at this time but could approach \$70,000 - \$80,000 depending on test results.
Alternative/ Variations:	N/A
Recommendations:	Recommendation #1: Authorize staff to move forward with repairs needed to get Red Baron Arena operational and open for summer ice.



CARLSON & STEWART REFRIGERATION, Inc.

Toll Free: 1-800-215-2576
csrefrig@carlsonstewart.com

700 Huron Road
Marshall, MN 56258
Phone: (507) 532-2576
Fax: (507) 532-3219

189 Industrial Blvd.
Sauk Rapids, MN 56379
Phone: (320) 253-5058
Fax: (320) 253-6765

600 N. Helen Avenue
Sioux Falls, SD 57104
Phone: (605) 334-7900
Fax: (605) 334-8100

To Whom it May Concern:

Recently the Red Baron Arena staff was attempting to start up their refrigeration system in order to start building ice after being down for a couple of months due to the Coronavirus. The safety controls on the system would not allow the system to be started up and so Carlson & Stewart Refrigeration was called in to help. After some troubleshooting it was determined that the ammonia/brine heat exchanger (chiller) had an internal leak and the ammonia side of the heat exchanger was full of brine.

These types of systems that utilize a shell & tube type chiller are very common in many ice rink refrigeration systems around the world. For the most part they are very reliable and very rarely leak. In the rare occurrences when they do leak, it is found to be very small leaks and the problem is identified before any significant damage occurs. Leaks are usually the result of a material defect/abnormality combined with some level of corrosion. The failure of the Red Baron Arena chiller was unusual in the fact that that the entire ammonia side of the chiller was empty of ammonia and full of brine. The circumstances of the system being down for an extended period of time is also unusual.

The investigation into how/why this happened continues to move forward and so far, no definitive cause has been identified. In these type of situations, with these type of systems that have many control and safety systems built in, which are based on many years of historical data, the first inclination would usually be that there was some type of human error. Our investigation has not been able to identify any such human error, other than not being able to confirm the recent status of the inhibitor in the brine. There is no indication that the system was operated improperly during shutdown, startup, or normal operations.

At this point, we only know that there is a large number of leaking tubes within the chiller. Based on this, all of the tubes are being replaced. Samples of the brine are being sent to a lab to see if there are any abnormalities that might give us a clue to why so many tubes are leaking. Efforts are continuing to get the system repaired, refreshed, and back into operation as quickly as possible. We are hopeful to be able to come across some more definitive answers but at this point the answers are not apparent.

Sincerely,

Chris Savage, PE
Engineer
Carlson & Stewart Refrigeration, Inc.

610 N Weber Ave
 Sioux Falls, SD 57103
 (605) 338-9151
 midwestboiler@gmail.com



Estimate 9488

ADDRESS

Red Baron Arena & Expo
 1651 Victory Drive
 Marshall, MN 56258

DATE 06/02/2020	TOTAL \$34,050.00	EXPIRATION DATE 07/02/2020
--------------------	------------------------------------	----------------------------------

ACTIVITY	QTY	RATE	AMOUNT
Labor Sales-SD Completely retube Tube Ice tube condenser with new 498 - SA 179 seamless 3/4 condenser tubes. Mobilize trucks to job site and begin extracting old condenser tubes, once condenser tubes are removed, clean and inspect inner vessel, Polish journal holes for new tubes to be installed, roll in new tube ends and preform air or hydro pressure test to insure no leaks	1	20,000.00	20,000.00T
Material Sales-SD 3/4 SA179 Seamless tubing	1	9,550.00	9,550.00T
Mileage Sales	2,000	1.25	2,500.00T
Tool Rent Expander Tools, Vacuum Leak Detector, Tube Tugger, Tube Cutter ****Material is 1 to 2 weeks out*** **** Job can start as soon as PO# or signed estimate****	1	2,000.00	2,000.00T

SUBTOTAL	34,050.00
TAX (0%)	0.00

TOTAL	\$34,050.00
--------------	--------------------

THANK YOU.

Accepted By

Accepted Date

5/26-Cody had tried to start the system up on Saturday and was getting an alarm for no glycol flow. when I arrived, started pump up and was getting the same alarm. The compressors and the discharge lines were reading in a vacuum on the ammonia system. I shut the pumps off and started looking at the ammonia system. The chiller sight glass column was full, and the float switch was pulled in. The receiver had 2 full sight glasses of liquid. in the past I had seen the receiver empty when all the liquid was in the chiller due to a valve failure. This was too much liquid to have them both full currently. I manually opened the solenoid valve to the chiller on the liquid makeup line and then cracked the hand expansion valve opened. when this was opened, I could tell it was brine on the ammonia side of the chiller due to the rumbling in it. Isolated the receiver, compressors and discharge lines. Opened the sight glass column up and I was getting brine out of it. Continued to drain brine and got 160 gallons out of the ammonia side of the chiller. In total we got about 270-280 gallons drained on the chiller. while draining the chiller it would go back into a vacuum and suck in every few minutes even while opened to atmosphere in a couple of locations. I opened the discharge line to atmosphere, and it was in a vacuum, allowed it to equalize. Installed a gauge on the receiver and it was at about 100#s of pressure which was about right for the temperature.

5/27- Removed one end bell on the chiller and could see all the corrosion on the tubes of the chiller. Met with plant personal, Chris and Erik from CSR on sight to evaluate the situation. We then went farther in the system to see where we had brine, it had made its way to two of the heat exchangers. It was decided we needed to remove the other end bell and get someone in to pressure test the tubes. Removed the necessary piping and the end bell. Filled the ammonia side of the chiller with water and could see a couple of tubes leaking. Drained the water out and then filled again to rinse the brine out. 5/28- Met with the boiler company and pressure tested half of the tubes on the chiller. We had 14 leaking out 249 on the top half of the chiller. It was decided not to do any further testing and replace all the tubes due to the way they looked. At this point CSR continued to work on the system by draining oil on the compressor, changing oil filters, drained oil on the oil pot, removed bonnets on compressors to see if they had brine in them, none was found. A sample of brine was taken and sent in to be tested.

5/31- CSR had two welders out to install new valves to rinse the heat exchangers with water. They installed a drain valve on the lower lines to drain brine out of as well. Then they moved hand valves on two water heaters, added flanges and purge valves for future use. These were added in for when it needs to get isolated the whole system doesn't need to be shut down.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, June 9, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the Amendment to the Professional Services Agreement - Marshall Hotel Demolition
Background Information:	Enclosed in the packet is the amendment to the professional services agreement for the Marshall Hotel demolition. This was reviewed by City Hall Committee on June 3, 2020.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Marshall Municipal Building -
777.01.1
Marshall, MN

AGREEMENT INFORMATION:
Date: November 18, 2019

AMENDMENT INFORMATION:
Amendment Number: 1
Date: May 20, 2020

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

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

The Owner and Architect amend the Agreement as follows:
In regard to the hotel demolition see Proposal for Services dated April 17, 2020

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
\$25,696.00 Twenty five thousand six hundred and six dollars.

Schedule Adjustment:

SIGNATURES:

Engan Associates Architects

ARCHITECT *(Firm name)*

City of Marshall, MN

OWNER *(Firm name)*

SIGNATURE
Richard P. Engan, AIA, LEED AP,
CID, Principal

PRINTED NAME AND TITLE

SIGNATURE
Mayor Robert J. Byrnes, City of
Marshall

PRINTED NAME AND TITLE

DATE

DATE



PROPOSAL FOR SERVICES

PREPARED ON APRIL 17, 2020 FOR:

City of Marshall
344 West Main Street
Marshall, MN 56258

RE: **Marshall Hotel Demolition – Marshall, MN (777.01.2)**

Engan Associates presents the following proposal to provide architectural services to Amend the Standard Form of Agreement Between Owner and Architect (AIA B101) dated November 16, 2017 for the following project.

PROJECT UNDERSTANDING

The understanding of Engan Associates is that this project will require:

1. The City of Marshall has decided to demolish the neighboring hotel building. This creates the opportunity for the city to modify the city hall building project to take advantage of the open space that results.
2. The change also creates opportunities
 - a. The city would like to bid and contract the demolition directly. To unify the project process Brennan Construction could be engaged as the construction manager for the demolition work.
 - b. The east party wall of the City Hall building will now be an exterior wall and not be a fire wall
 - c. A definite line between the demolition contract and the construction contract with Brennan needs to be defined.
 - d. The construction time schedule for the City Hall project may be delayed because there will not be a weatherproof building until the wall is replaced.
3. A future proposal request will be prepared for the following, this will include work to allow this to be added to the existing construction contract by change order.
 - a. Delineation of the two-hour shaft wall along grid FF.
 - b. Construction of a new exterior wall along grip FF. This will include framing that will tie into the existing City Hall structure and by gravity to a new foundation. This will need to include the structure, weather barrier, thermal barrier and vapor barrier system and design openings in the wall.
 - c. Construct a new concrete foundation with damp proofing and insulation.
 - d. The structure of the City Hall will need to be modified between grids 0 and 1 and maybe between 1 and 2
 - e. The HVAC system will require some modification by creating a new exterior wall and by adding windows.
 - f. There could be minor electrical changes. Example light from building for the walk along the building.
 - g. The part of the existing wall shown as the existing City Hall between grids 0 and 0.2 may need to be removed. The two-story City Hall wall between grids 0 and 0.2 will need to be analyzed. If it is bonded to the

- 1915 wall it may be damaged in the demolition. This may not be known until the demolition is in process.
- h. We will need to have drawings that show the demarcation between the building demolition and the selective demolition.
 - i. It will be impossible to predict in advance some ramifications of the demolition until the demolition is in process.
 - j. The site and grading plan will need to be modified.
 - k. Modify the existing exterior wall of the Main Street Café that is exposed after the hotel is demolished. This may include foundation, insulation, weather barrier, exterior finish and roof flashing.
4. A proposal for predesign development of the plaza between the City Hall and The Main Stay Café. This proposal will be sent separately.

SCOPE OF SERVICES

The scope of services includes:

- A. Steps to assist the city to obtain a demolition contract for hotel building
 1. Onsite review of existing walls on grid FF
 2. Onsite review of existing wall of the Main Stay Cafe
 3. Comment on city demolition spec
 4. Develop building sections and plan to indicate the separation between contracts
 5. Review design with onsite contractor before finalizing proposal to incorporate in construction any existing conditions in concrete floor construction
 6. Review with the city project team
- B. Process to develop a proposal requested to modify the present City Hall building plans to accommodate the new east wall
 1. Sketch an approach or approaches for new City Hall existing wall
 2. Develop exterior elevations of the City Hall east wall showing possibilities
 3. Review and modify new east City Hall building elevation drawing
 4. Modify building construction documents to include modifications to the east wall of the City Hall. This will include architectural, structural, mechanical, electrical and civil documents.
- C. Develop a proposal request for the west wall of the Main Stay Café. This will include architectural and structural engineering.
- D. Not included is the redevelopment of the site of the hotel with the exception of a sidewalk along the east wall of the City Hall building.

FEES

Develop a proposal to add the work described above into the construction contract with Brennan Construction. This will include the work on the City Hall and on the Main Stay Café.

This work will be invoiced at the normal hourly rates. Up to a maximum of \$25,696.00. This included an estimate of \$12,448 for structural, mechanical, electrical, civil engineers and \$13,248 for architectural.

IN CLOSING

For any questions regarding this Proposal for Services for City of Marshall, please contact Andy Engan at (320)235.0893 or by email at andy.engan@engan.com. Thank you for your time and attention to this proposal, we look forward to working with you to achieve a successful outcome for your project.



AIA® Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Marshall Municipal Building -
777.01.1
Marshall, MN

AGREEMENT INFORMATION:
Date: November 18, 2019

AMENDMENT INFORMATION:
Amendment Number: 1
Date: May 20, 2020

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Marshall, MN 56258

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

The Owner and Architect amend the Agreement as follows:
In regard to the hotel demolition see Proposal for Services dated April 17, 2020

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
\$25,696.00 Twenty five thousand six hundred and six dollars.

Schedule Adjustment:

SIGNATURES:

Engan Associates Architects
ARCHITECT *(Firm name)*

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

SIGNATURE
Richard P. Engan, AIA, LEED AP,
CID, Principal
PRINTED NAME AND TITLE

SIGNATURE
Mayor Robert J. Byrnes, City of
Marshall
PRINTED NAME AND TITLE

DATE

DATE



PROPOSAL FOR SERVICES PREPARED ON APRIL 17, 2020 FOR:

City of Marshall
344 West Main Street
Marshall, MN 56258

RE: **Marshall Hotel Demolition – Marshall, MN** (777.01.2)

Engan Associates presents the following proposal to provide architectural services to Amend the Standard Form of Agreement Between Owner and Architect (AIA B101) dated November 16, 2017 for the following project.

PROJECT UNDERSTANDING

The understanding of Engan Associates is that this project will require:

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IN CLOSING

For any questions regarding this Proposal for Services for City of Marshall, please contact Andy Engan at (320)235.0893 or by email at andy.engan@engan.com. Thank you for your time and attention to this proposal, we look forward to working with you to achieve a successful outcome for your project.



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, June 9, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider the Ratification of a Resolution in Agreement with Temporary Outdoor Dining.
Background Information:	<p>The State of Minnesota has authorized the use of State right of way for outdoor dining during the COVID-19 emergency through Executive Order 20-70. The executive order was approved by the Governor’s Office on June 3rd.</p> <p>MnDOT has determined that they would not like to work with individual restaurants and that they do not wish to assume any liability for the use of their right of way. As a result, they wish to permit each city individually, granting the city the authority to permit the use of State right of way. They required a permit application to be submitted, along with a drawing of specific area to be used and in what manner, a Resolution of support, and a certificate of insurance that lists MnDOT as an additional insured.</p> <p>The City has submitted the application in full with all required documentation. The City needed this permit to authorize Bello Cucina to operate a handful of tables on College Drive sidewalk space, adjacent to their outdoor patio. To expedite the permitting process to enable Bello Cucina to operate on the sidewalk sooner, Administrator Hanson worked with Mayor Byrnes to sign the Resolution prior to the Council meeting.</p> <p>City staff is asking for the Council to ratify the decision to submit a Resolution of the Council in advance of this Council meeting on Friday, June 5, 2020.</p>
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council ratify and adopt RESOLUTION NUMBER 4738, which is the Resolution in Agreement with Temporary Outdoor Dining.

Instructions

1. Complete this Applicant Information Sheet and assemble required documents.
2. Submit all required documents to appropriate MnDOT District for processing. Please refer to MnDOT District Map or MnDOT District Permit Staff Directory to determine the proper MnDOT District Office to process this application. **Packet of required documents must be submitted as one .pdf document.**
3. **All documents associated with the Temporary Outdoor Dining Permit process are subject to change.** Submit using the most current documents available for download at:

4. Each municipality should submit one (1) required documents packet and, upon approval, will receive one (1) Temporary Outdoor Dining Permit for the municipality.

Applicant Information

Municipality Name: City of Marshall, MN

Contact Person Name: Jason R. Anderson, P.E. Director of Public Works / City Engineer

Address: 344 W. Main Street Marshall, MN 56258

Telephone Number: 507-537-6773

Email Address: Jason.Anderson@ci.marshall.mn.us

Required Documents Checklist

Applicant must submit all of the following items to MnDOT District as one .pdf document:

1. Applicant Information Sheet (this form)
2. Signed Permit-Temporary Outdoor Dining
3. Map identifying geographic boundaries of municipality and area of trunk highway right of way the municipality intends to allow food and beverage service establishments to permit
4. Certificate of Insurance or Self-Insurance which must state: "The State of Minnesota is included as an additional insured." The certificate should list The State of Minnesota, Department of Transportation, as the Certificate Holder.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

PERMIT- TEMPORARY OUTDOOR DINING

City/Township _____
Permit # _____
Expiration November 2, 2020 or Expiration of Executive Order #20-01, whichever occurs first

The State of Minnesota, through its Commissioner of Transportation (“MnDOT”) hereby grants a Permit for Temporary Outdoor Dining (“TOD”) purposes to City of Marshall (“Municipality”), to allow the Municipality to permit the use of the trunk highway right of way (“Right of Way”) shown on Exhibit "A" (the “Trunk Highway Area”), attached hereto and incorporated herein by reference, for use as provided in this TOD. This TOD is executed by the Municipality pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Temporary Outdoor Dining- Food and Beverage Service

The Municipality may issue a permit to a licensed person, firm, or corporation engaged in the business of conducting a food and beverage service establishment, as defined in Minn. Stat. Chap. 157 (“Business”) for the temporary use of all or a portion of the Trunk Highway Area for the placement of the components necessary to create an outdoor dining area in which to conduct outdoor food and beverage service, including tables, chairs, and refuse containers (“Outdoor Dining Components”) and the associated food and beverage service thereto and maintenance thereof. The permit issued by the Municipality to a Business as provided in this paragraph shall be herein referred to as an “Outdoor Dining Permit”. A business issued an Outdoor Dining Permit by the Municipality shall be herein referred to as a “Permitted Business”.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This TOD commences on 6/01/2020 or the date upon which MnDOT secures all necessary signatures on this TOD, whichever occurs later, and terminates at 11:59 PM on 11/02/2020 or upon the expiration of Executive Order #20-01, whichever occurs first (“Expiration Date”), subject to the right of cancellation by MnDOT, with or without cause, by giving the Municipality ten (10) days written notice of such cancellation.

Municipality hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination

of this TOD by MnDOT. Municipality agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the TOD. Municipality agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. OUTDOOR DINING PERMIT BETWEEN MUNICIPALITY AND BUSINESS. The following items must be attached to and incorporated into each Outdoor Dining Permit issued by the Municipality to a Permitted Business and made available to MnDOT upon request:

a. MAP. Specifically identifying the following:

- i. Boundaries of the portion of the Trunk Highway Area covered by the Outdoor Dining Permit;
- ii. Proposed closures of: bike lanes, parking lanes, shoulder, traffic lanes, or roads;
- iii. Detour routes for closed bike lanes and/or roads;
- iv. Traffic Control as determined by Municipality (description of proposed traffic control);
- v. If appropriate, alternate route for large commercial vehicles or agricultural vehicles.

b. SPECIAL CONDITIONS. *SPECIAL CONDITIONS REQUIRED FOR OUTDOOR DINING PERMIT BETWEEN MUNICIPALITY AND BUSINESS FOR USE OF TRUNK HIGHWAY RIGHT OF WAY* (“Special Conditions”) attached hereto and incorporated into this TOD as Exhibit C.

3. LOCATION AVAILABLE FOR OUTDOOR DINING PERMIT. Municipality may only issue an Outdoor Dining Permit to a Business for all or a portion of the Trunk Highway Area contiguous to the primary physical location of the Business.

4. SPECIAL CONDITIONS. Failure by a Municipality to attach and incorporate the Special Conditions to any Outdoor Dining Permit and/or failure to require and enforce compliance with the terms contained in the Special Conditions may result in termination of this TOD.

5. TERMINATION OF OUTDOOR DINING PERMITS. Prior to the Expiration Date or earlier termination, Municipality will terminate or otherwise cancel all Outdoor Dining Permits.

6. REMOVAL. Upon the Expiration Date or earlier termination, at the Municipality’s sole cost and expense, Municipality will:

- a. Remove, or cause to be removed, all Outdoor Dining Components from the Trunk Highway Area and restore the Trunk Highway Area to a condition satisfactory to the MnDOT District Engineer; and

- b. Surrender control of the Trunk Highway Area to MnDOT.

If, without MnDOT's written consent, Municipality or a Permitted Business continues to occupy all or a portion of the Trunk Highway Area after the Expiration Date or earlier termination of this TOD, MnDOT may remove all of the Outdoor Dining Components and restore the Trunk Highway Area to a condition satisfactory to the MnDOT District Engineer. Municipality will pay all costs and expenses incurred in the removal of the Outdoor Dining components and restoration of the Trunk Highway Area.

Notwithstanding anything herein to the contrary, in the event of an emergency as determined in MnDOT's sole discretion, MnDOT may order the Municipality to remove the Outdoor Dining Components, or MnDOT may remove the Outdoor Dining Components at Municipality's expense.

- 7. **OUTDOOR DINING COMPONENT INSTALLATION.** The installation and maintenance of all Outdoor Dining Components shall be at no cost or expense to MnDOT. The installation and maintenance of the Outdoor Dining Components shall occur in a manner compatible with the safe and efficient operation of the highway.
- 8. **MAINTENANCE.** Any and all maintenance of the Trunk Highway Area shall be provided by the Municipality at the Municipality's cost and expense. Except as otherwise permitted herein, no signs shall be placed on any MnDOT or other governmental agency sign post or on the Trunk Highway Area. MnDOT will not mark obstacles for users on trunk highway right of way. If an Outdoor Dining Component becomes damaged, Municipality will immediately remove, or cause to be removed, the Outdoor Dining Component from the Trunk Highway Area.
- 9. **TRAFFIC CONTROL.** The Municipality will provide all necessary traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices for Streets and Highways ("MN MUTCD").
- 10. **USE.** Municipality shall use, and shall only allow Permitted Businesses to use, the Trunk Highway Area for public purposes. Unless specifically authorized herein, no permanent structures or advertising devices in any manner, form or size shall be allowed on the Trunk Highway Area. No commercial activities shall be allowed to operate upon the Trunk Highway Area except as expressly authorized by the terms of this TOD and Executive Order _____.

This TOD is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities, which may occupy the Trunk Highway Area. Any use permitted by this TOD or permitted by an Outdoor Dining Permit issued under this TOD shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes and subordinate to rights granted to any third party by law or by and through an agreement between MnDOT and that party. This TOD does not grant any interest whatsoever in land or establish any, rights to relocation benefits.

This TOD does not create any future right to use the Trunk Highway Area or any other Right of Way, for the same or different purposes.

11. **APPLICABLE LAWS.** This TOD does not release the Municipality from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto.

The Municipality shall, at its sole cost and expense, comply with and require all use of the Trunk Highway Area to be pursuant to an Outdoor Dining Permit to be in accordance with Minnesota law (including but not limited to applicable Executive Orders, requirements related to liquor licensing, the Minnesota Occupational Safety and Health Act of 1973, Minnesota Statutes 2019, Chapter 182 (“Minnesota OSHA Standards”), and Minnesota Rules Chapter 4626 (“Minnesota Food Code”)), federal law (including the Americans with Disabilities Act), municipal laws, rules, regulations, and ordinances (including zoning ordinances and requirements related to food and liquor licenses), all restaurant and bar industry guidance provided by the Commissioners of Health, Employment and Economic Development, and Labor and Industry pursuant to Executive Order 20-56 Section 7(b), and all guidelines related to COVID-19 set forth by the Minnesota Department of Health and the United States Centers for Disease Control and Prevention. If all or a portion of the Trunk Highway Area subject to an Outdoor Dining Permit is not in compliance with applicable law, MnDOT may order the Municipality to terminate the Outdoor Dining Permit and order the Municipality to remove the Outdoor Dining Components or MnDOT may remove the Outdoor Dining Components and Municipality shall reimburse MnDOT for the cost thereof.

12. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the assemblage of Trunk Highway Area users on all Trunk Highway Area over which this TOD is granted, so as to maintain public safety.
13. **ENVIRONMENTAL.** The Municipality shall not, and shall not allow a Permitted Business to, dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the Trunk Highway Area. In the event of spillage of regulated materials, the Municipality shall notify in writing MnDOT’s District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Municipality.
14. **MECHANIC’S LIENS.** The Municipality (for itself, its permittees, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any permittee, subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

15. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Municipality or when made in writing addressed as follows:

Municipality at:

344 W. Main Street
Marshall, MN 56258

MnDOT at:

State of Minnesota
Department of Transportation

The address to which notices are mailed may be changed by written notice given by either party to the other.

16. INDEMNITY. Municipality shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, agents and any successors and assigns of the foregoing, from and against:

- a. All claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Municipality's or Permitted Business's property) occurring on the Trunk Highway Area or connected with Municipality's or Permitted Business's use and occupancy of the Trunk Highway Area, except when such injury, death, loss or damage is caused solely by the negligence of the State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Municipality or Permitted Business or otherwise discover or prevent actions or operations of Municipality or a Permitted Business giving rise to liability to any person;
- b. Claims arising or resulting from the temporary or permanent termination of Municipality's or a Permitted Business's rights on any portion of Trunk Highway Area over which this TOD is granted;
- c. Claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
- d. Any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
- e. Any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the installation, maintenance, removal, or other use of Municipality or a Permitted Business.

The liability of MnDOT is governed by Minn. Stat. §3.736 and other applicable law.

17. GENERAL INSURANCE REQUIREMENTS – MINIMUM COVERAGE REQUIREMENTS. Prior to the execution of any Outdoor Dining Permit, the Municipality shall provide MnDOT with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below and name the State of Minnesota and MnDOT as an Additional Insured.

17.1 Workers' Compensation Insurance

Municipality must provide Workers' Compensation coverage for all its employees and, in case any work is subcontracted, Municipality will require the subcontractor to provide Workers' Compensation coverage in accordance with the statutory requirements of the State of Minnesota and Employers liability with limits not less than:

- \$100,000 Bodily Injury by Disease per Employee
- \$500,000 Bodily Injury by Disease Aggregate
- \$100,000 Bodily Injury by Accident

17.2 General Liability Insurance

- a. Minimum Limits of Liability:

The Municipality is subject to the terms and conditions of Minn. Stat. Chapter 466 and will maintain Commercial General Liability insurance (or comparable coverage under a program of self-insurance) with Tort Claims limits currently not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

- b. Coverages:

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- State of Minnesota named as Additional Insured

17.3 Additional Insurance Conditions:

- a. Municipality'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 Municipality's or a Permitted Business's performance under this TOD.

- b. If Municipality receives a cancellation notice from an insurance carrier affording coverage herein, Municipality agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Municipality’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.
- c. Municipality is responsible for payment of TOD related insurance premiums and deductibles.
- d. If Municipality is self-insured, a Certification of Self-Insurance must be attached to this TOD.
- e. Municipality’s policy(ies) shall include legal defense fees in addition to the liability policy limits.
- f. Municipality 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 (or comparable coverage under a program of self-insurance).

18. **PROPERTY DAMAGE.** It is the duty of the Municipality to maintain insurance on their own property. Notwithstanding anything apparently to the contrary in this TOD, Municipality hereby releases MnDOT from any and all liability or responsibility to the Municipality or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of MnDOT or anyone for whom MnDOT may be responsible.

19. **CONSTRUCTION AND INTERPRETATION.** Whenever required by the context of this TOD, the singular shall include the plural, and vice versa.

20. **ASSIGNMENT.** No assignment of this TOD is allowed.

21. **IN WRITING.** Except for those which are set forth in this TOD, no representations, warranties, or agreements have been made by MnDOT or Municipality to one another with respect to this TOD.

22. **EXHIBITS:** The following exhibits are attached to and incorporated into this TOD:

- a. Exhibit A: Map identifying geographic boundaries of the Municipality and identifying areas of Right of Way the Municipality intends to open for use by permit holders;
- b. Exhibit B: Municipal Resolution Authorizing the Municipality to Enter into this TOD; and
- c. Exhibit C: Special Conditions Required for Outdoor Dining Permit between Municipality and Business for Use of Trunk Highway Right of Way.

MINNESOTA DEPARTMENT OF TRANSPORTATION

CITY OR TOWNSHIP OF

APPROVAL

Marshall, MN

BY _____

BY 

ITS District Engineer

ITS Mayor

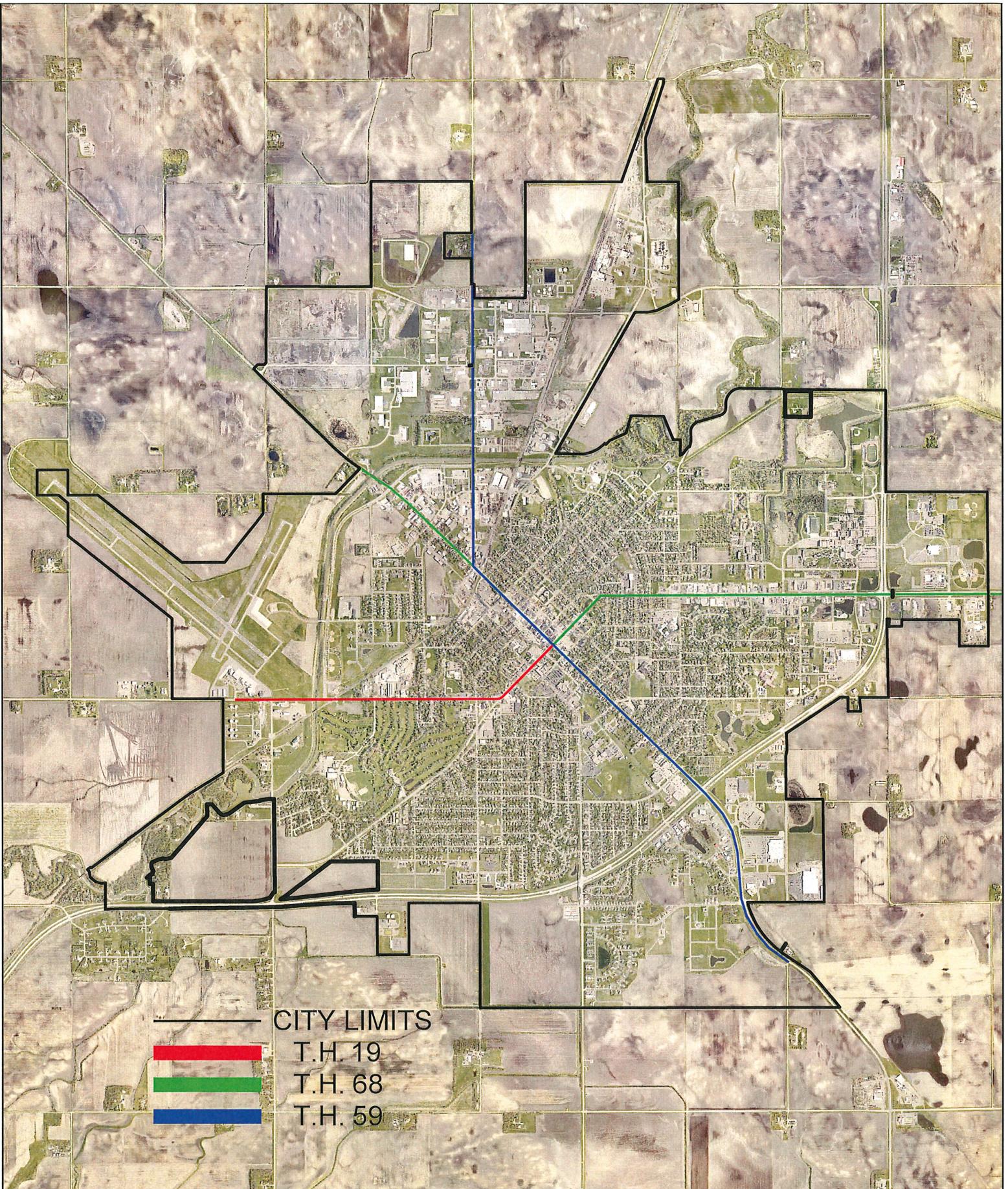
DATE _____

DATE 6-1-2020

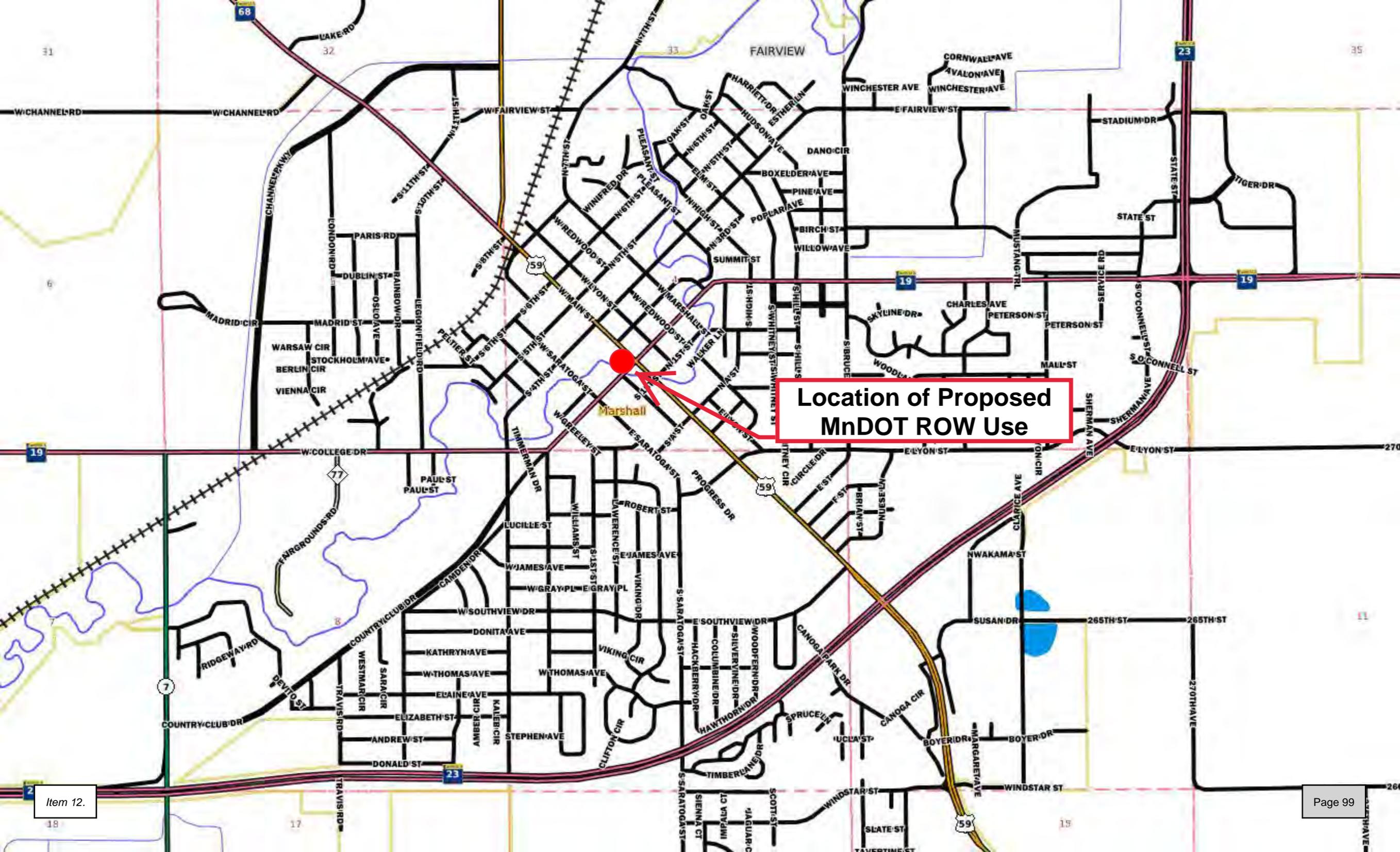
BY 

ITS Director of Public Works / City Engineer

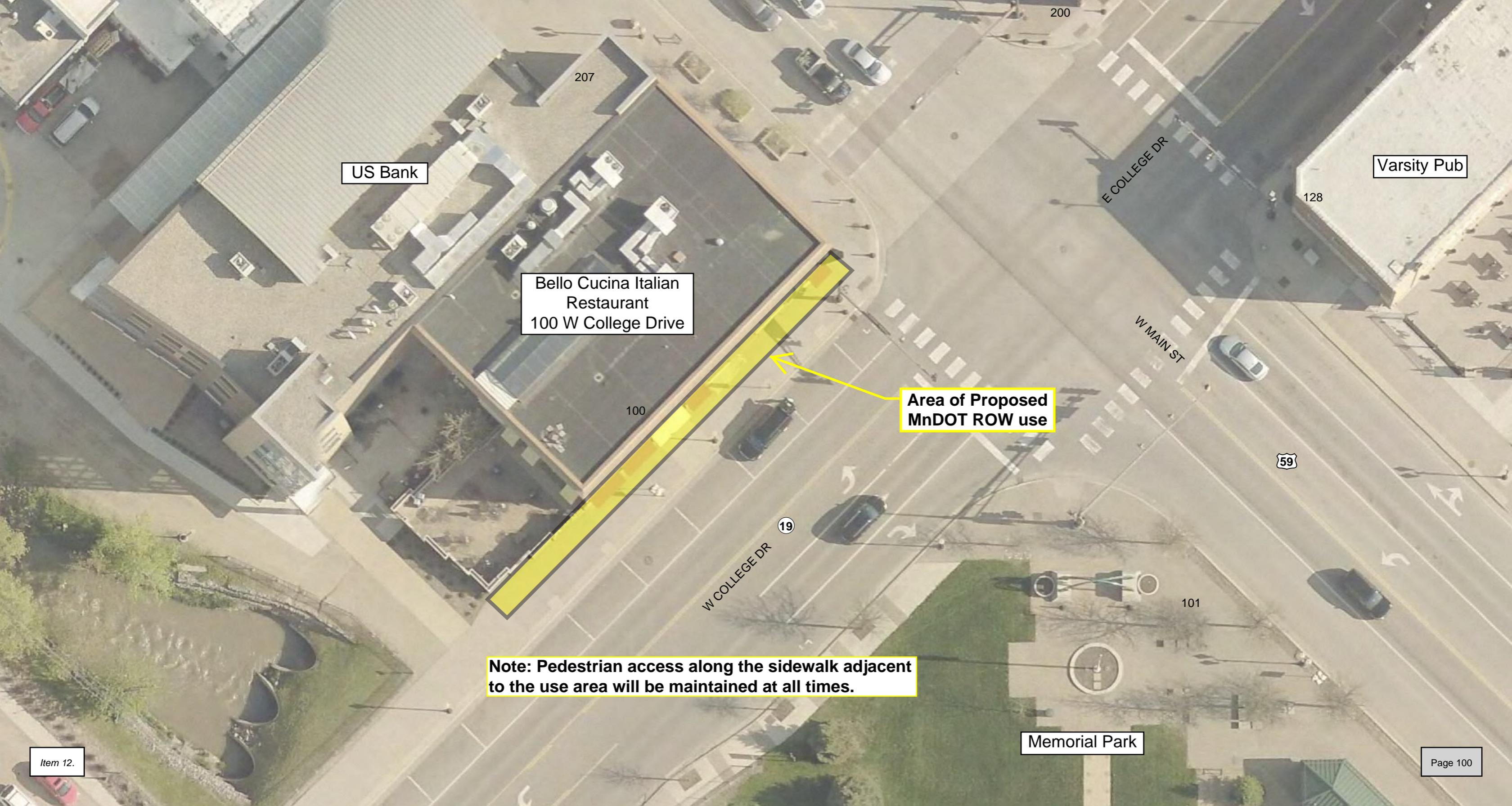
DATE 6-2-2020



 CITY LIMITS
 T.H. 19
 T.H. 68
 T.H. 59



Location of Proposed MnDOT ROW Use



US Bank

Bello Cucina Italian
Restaurant
100 W College Drive

Varsity Pub

Area of Proposed
MnDOT ROW use

Note: Pedestrian access along the sidewalk adjacent
to the use area will be maintained at all times.

SPECIAL CONDITIONS REQUIRED FOR OUTDOOR DINING PERMIT BETWEEN MUNICIPALITY AND BUSINESS FOR USE OF TRUNK HIGHWAY RIGHT OF WAY

1. DEFINITIONS:

- a. MUNICIPALITY: City or township authorized to issue a permit for use of trunk highway right of way for the placement of Outdoor Dining Components necessary to conduct outdoor food and beverage service.
- b. OUTDOOR DINING COMPONENT: Items placed on the trunk highway right of way by the Permitted Business, authorized through an Outdoor Dining Permit, to create an outdoor dining area in which to conduct outdoor food and beverage service, including tables, chairs, and refuse containers.
- c. OUTDOOR DINING PERMIT: Permit issued by a Municipality to a Permitted Business for use of trunk highway right of way for the placement of Outdoor Dining Components and the service thereto and maintenance thereof.
- d. OUTDOOR DINING AREA: Portion of trunk highway right of way a Permitted Business is authorized to use through an Outdoor Dining Permit.
- e. PERMITTED BUSINESS: Licensed food and beverage service establishment that is issued an Outdoor Dining Permit.

2. Permitted Business agrees to comply with the following below specifications, requirements, guidelines, and standards:

- a. Collaborate with Municipality to develop a map, for attachment to and incorporation into, the Outdoor Dining Permit, identifying the following:
 - i. Boundaries of the Outdoor Dining Area covered by the Outdoor Dining Permit;
 - ii. Proposed closures of: bike lanes, parking lanes, shoulder, traffic lanes, or roads;
 - iii. Detour routes for closed bike lanes and/or roads;
 - iv. Traffic Control as determined by Municipality (description of proposed traffic control); and
 - v. If appropriate, alternate route for large commercial vehicles or agricultural vehicles.
- b. Comply with all federal, state, and local laws and regulations, including the Minnesota Food Code and all public health and safety guidelines provided by the Minnesota Department of Health and Center for Disease Control in regard to all elements of the Outdoor Dining Area.
- c. Maintain a copy of all food and liquor licenses and the Outdoor Dining Permit onsite.
- d. Permitted Business must place a barrier on the outer edge of the Outdoor Dining Area if serving alcohol in the Outdoor Dining Area.
- e. Maintains sightlines for motor vehicle movements, traffic control devices, and pedestrian crossings. All elements of outdoor dining will remain at least 20 feet from all intersections.
- f. Refrain from obstructing driveways, alleyways, pedestrian ramps, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, or utility access areas.
- g. Coordinate impacts to bus stops with appropriate transit agency.
- h. Permitted Business will coordinate with Municipality to Install and maintain all traffic control per Minnesota Manual on Uniform Traffic Control Devices for Streets and Highways ("MN MUTCD") and will comply with all traffic control.

- i. When using parking lanes or when closing down through lanes for outdoor dining purposes, use appropriate nighttime traffic control devices (i.e. reflectorized drums, cones, barriers) to direct traffic and to separate vehicle traffic from Outdoor Dining Areas.
- j. When using parking lanes, closing down through lane(s), or otherwise operating a business on trunk highway right of way adjacent to travel lanes with a speed limit of 35 mph or less, stay at least 6 feet from the edge of the nearest travel lane unless a continuous barrier is used. Use of parking lanes or travel lanes for Outdoor Dining Areas will not be permitted adjacent to travel lanes with a speed limit of 36 mph or more. MnDOT is willing to consider closing down through lanes on multiple lane roadways to increase the distance to the nearest travel lane.
- k. When using parking lanes, closing down through lane(s), or otherwise operating a business on trunk highway right of way adjacent to travel lanes with a speed limit of 40 mph, Outdoor Dining Areas must be at least 20 feet from the edge of the nearest travel lane.
- l. When using parking lanes, closing down through lane(s), or otherwise operating a business on trunk highway right of way adjacent to travel lanes with a speed limit of 45 or higher, Outdoor Dining Areas must be at least 40 feet from the edge of the nearest travel lane.
- m. Refrain from blocking drainage structures or impeding drainage.
- n. Refrain from digging or drilling into any hard surfaces (pavements, curbs, sidewalks) without written MnDOT approval.
- o. Remove all Outdoor Dining Components by November 2, 2020 and collaborate with Municipality to restore trunk highway right of way to its previous condition to the satisfaction of the MnDOT District Engineer.
- p. Maintain Outdoor Dining Area in a clean and sanitary condition and maintain all Outdoor Dining Components in good working condition.
- q. Comply with all Title II ADA requirements, including but not limited to clear zones and reach, width and height requirements for accessibility.
 - i. An ADA pedestrian access route (PAR) of four (4) feet for no more than 200 feet is allowed. If the PAR is reduced to four (4) feet for 200 feet or more a turnaround/passing space of five (5) foot x five (5) foot shall be provided.
 - ii. Vertical surface discontinuity shall be a maximum of ¼ inch (or ½ inch if beveled at 1:2).
 - iii. The cross-slope of the PAR shall be two percent (2%) whenever possible and cannot exceed three percent (3%) at any point. Where the sidewalk is greater than 4% this provision will not be applied.
- r. Refrain from placing advertising signs in or on the Outdoor Dining Area. Signs advertising the Permitted Business are allowed in or on the Outdoor Dining Area.

Resolution Number 4738, Second Series
A Resolution in Agreement with Temporary Outdoor Dining

Whereas, the City of Marshall resides within the State of Minnesota “Trunk Highway right of Way”

Whereas, the City of Marshall is in support of Temporary Outdoor Dining for its local business to create an outdoor dining area, including tables, chairs and refuse containers

Whereas, the Governor of the State of Minnesota has signed Emergency Executive Order 20-70, Authorizing use of State Right of Way for Outdoor Dining During the COVID-19 Peacetime Emergency.

BE IT RESOLVED, the Mayor and the City Clerk are hereby authorized and directed for and on behalf of the City of *Marshall, Minnesota* to execute and enter into an agreement with the Commissioner of Transportation as set forth and contained in the document entitled “PERMIT-TEMPORARY OUTDOOR DINING”, a copy of which was before the City Council/Township Board and which is made a part hereof by reference.

Signed by the Mayor of Marshall, Minnesota this 5th day of June, 2020.


City Clerk


Mayor

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

Applicant Name: Bello Cucina
Applicant Address: 100 W. College Dr. Marshall
Contact Person: Sarah Marczyk Phone/Cell#: ~~202~~ 507.337.6600
Address of Request: same
Reason for Request: additional seating on sidewalk
Start Date of Request: July 2, 2020 Start Time: 11:00 am/pm
End Date of Request: TBD End Time: _____ am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): _____
with social distancing ~~would~~ would like to seat up to 36 people on patio along with 4 tables on sidewalk

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

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

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

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

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

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

Date May 27, 2020 Signature of Applicant Sarah L. Marczyk

RECOMMENDATION

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

RECOMMENDATION: Approve.

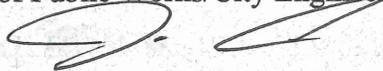
Special Provisions: Two-person tables placed up against the building near the patio area will be allowed, as discussed over the phone. Please ensure that a

minimum 5-FT pedestrian route along & through the sidewalk is maintained. Please ensure that garbage & debris is picked up. This permit is being issued on behalf of MnDOT in congruence with the Governor's Executive Order 20-70.

Date

6-5-2020

Director of Public Works/City Engineer



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

According to Section 626 of the Code of Ordinances, permit granted by the Common Council of the City of Marshall this _____ day of _____, 20____.

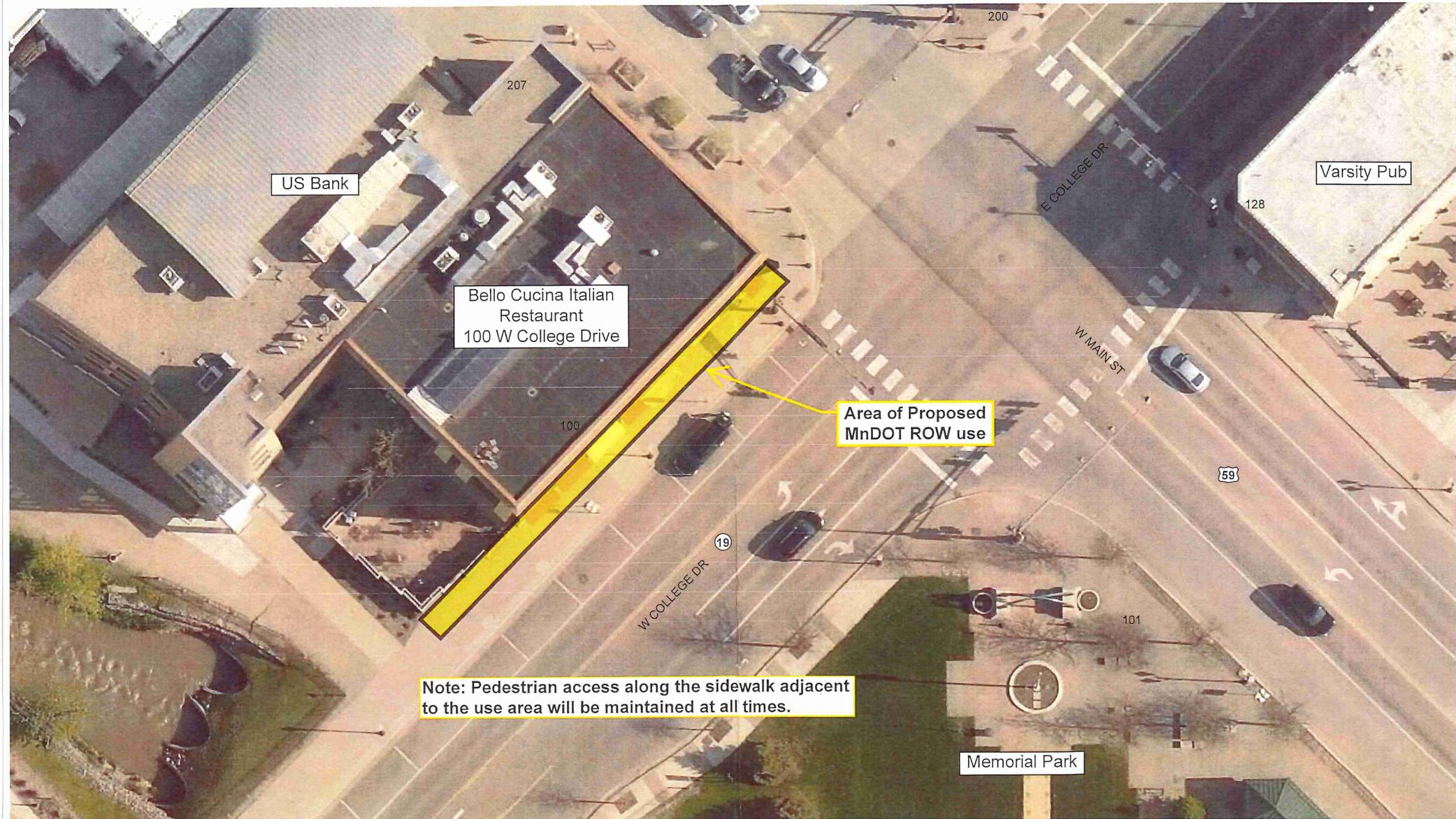
ATTEST:

City Clerk

Mayor of the City of Marshall, MN

Attachments

Copies to: Director of Public Safety Robert A. Yant
Minnesota Department of Transportation



US Bank

Bello Cucina Italian
Restaurant
100 W College Drive

Varsity Pub

Area of Proposed
MnDOT ROW use

Note: Pedestrian access along the sidewalk adjacent
to the use area will be maintained at all times.

Memorial Park

Resolution Number 4738, Second Series
A Resolution in Agreement with Temporary Outdoor Dining

Whereas, the City of Marshall resides within the State of Minnesota “Trunk Highway right of Way”

Whereas, the City of Marshall is in support of Temporary Outdoor Dining for its local business to create an outdoor dining area, including tables, chairs and refuse containers

Whereas, the Governor of the State of Minnesota has signed Emergency Executive Order 20-70, Authorizing use of State Right of Way for Outdoor Dining During the COVID-19 Peacetime Emergency.

BE IT RESOLVED, the Mayor and the City Clerk are hereby authorized and directed for and on behalf of the City of *Marshall, Minnesota* to execute and enter into an agreement with the Commissioner of Transportation as set forth and contained in the document entitled “PERMIT-TEMPORARY OUTDOOR DINING”, a copy of which was before the City Council/Township Board and which is made a part hereof by reference.

Signed by the Mayor of Marshall, Minnesota this 5th day of June, 2020.


City Clerk


Mayor

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, June 9, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Amendment #01 to Mn/DOT Airport Maintenance & Operation Agreement No. 1033583 (SFY 2020-2021).
Background Information:	<p>At the May 26, 2020 meeting, the City Council authorized acceptance and execution of the FAA CARES Act Grant Funding (MML-GLG-3-27-0056-016-2020-Grant Agreement) in the amount of \$69,000.00 for roof repairs at the Arrival/Departure Building at the Airport.</p> <p>At the June 11, 2019 meeting, the City Council adopted RESOLUTION NUMBER 4623, Second Series, which is the Resolution of Authorization to Execute Minnesota Department of Transportation Grant Contract No. 1033583 for Airport Maintenance and Operation (copy attached).</p> <p>Attached is Amendment #01 to the current M&O Agreement No. 1033583. In order to receive the reimbursements from FAA/MnDOT, the City will need to execute the attached State Grant Contract Amendment. The FAA grant supplements the MnDOT grant and allows the Office of Aeronautics to make payments under the FAA grant per the Channeling Act.</p> <p>The FAA grant will not result in the elimination of the current State Airport Grant for Maintenance and Operations No. 1033583, but will supplement it. The attached amendment will incorporate the additional FAA funds into our existing State Airport Grant for Maintenance and Operations.</p> <p>Once the attached amendment is executed, the City will submit Operations Expenses to MnDOT and in partnership with MnDOT, the FAA will determine the Federal eligibility of the submitted expenses under the provisions of the CARES act. For the expenses that are Federally eligible, MnDOT will process for a Federal payment. For those expenses that are not Federally eligible, MnDOT will determine the eligibility under the State M&O agreement and will process for payment of State funds. FAA eligibility for specific expenses may be broader than under the State M&O agreement, but best not to assume so. Per MnDOT, the City should consult with the FAA about eligibility prior to incurring an expense that you are unsure will be allowed as an Operations Expense under the Federal funding.</p>
Fiscal Impact:	None. The amendment will incorporate the additional FAA funds into our existing State Airport Grant 1033583 for Maintenance and Operations. The FAA CARES Act funds do not require a local match.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the City Council authorize execution of the attached Amendment #01 to Mn/DOT Airport Maintenance & Operation Agreement No. 1033583.

**AMENDMENT # 01 TO STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT #1033583**

Contract Start Date:	07/01/2019	Original Contract Amount:	\$182,054
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date:	06/30/2021	Current Amendment Amount:	\$69,000
		Current Contract Total:	\$251,054

Project Identification: Airport Maintenance and Operations Activities.

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“State”) and City of Marshall acting through its City Council (“Recipient”).

Recitals

1. The State has a contract with the Recipient identified as MnDOT Contract No. 1033583 (“Original Contract”) to provide reimbursement for eligible airport maintenance and operations activities.
2. The Original Contract is being amended to include additional Federal CARES Act funding.
3. The State and the Recipient are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 5.1. **Consideration** is deleted in its entirety and replaced with the following:

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **State Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other state-eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State’s Authorized Representative.
 - 5.1.2. **Federal Funds Reimbursement Basis.** Recipient will be reimbursed for 100% of federally-eligible operating expenses not reimbursed by any other source. Eligible operating expenses will be determined at the discretion of State’s Authorized Representative, in cooperation with the Federal Aviation Administration’s local Airport District Office. Eligible expenses will be determined in accordance with the Federal Aviation Administration’s Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CARES Act.
 - 5.1.3. **Priority of Reimbursement.** Costs that are eligible for both federal and state reimbursement will be reimbursed with federal funds, if available. If the federal funds available under section 5.1.6 of this agreement have been exhausted, these costs will then be reimbursed with state funds, if available.
 - 5.1.4. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.5. **State Maintenance and Operation Amount.** State has currently obligated \$91,027 of state funding in each State fiscal year to reimburse other eligible costs at 75%.

5.1.6. **Federal Operation Expenses Amount.** Recipient has been awarded \$69,000 in Federal CARES Act funding to reimburse federally-eligible costs at 100%.

5.1.7. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$182,054 (State fiscal years 2020 and 2021).

REVISION 2. Article 5.2.4. Grant Monitoring Visit and Financial Reconciliation, is amended as follows:

Grant Monitoring Visit and Financial Reconciliation. If State's total obligation is greater than \$50,000 in section 5.1.5 ~~5.1.4~~ above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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RECIPIENT

The RECIPIENT certifies that the appropriate person(s) have executed the contract on behalf of the RECIPIENT as required by applicable articles, bylaws, or resolutions.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

STATE OF MINNESOTA
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

State Project Number (S.P.): A4201-MO20

State Project Number (S.P.): A4201-MO21

This contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Marshall acting through its City Council ("Recipient").

RECITALS

1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport ("Airport") in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2020 and State Fiscal Year 2021.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

CONTRACT TERMS

1. Term of Contract and Survival of Terms

- 1.1. **Effective Date:** This contract will be effective on July 1, 2019, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

2. Recipient's Duties

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
 - 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
 - 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.
- 3. Recipient's Assurances**
- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
 - 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
 - 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).
- 4. Third-Party Contracting**
- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.
- 5. Consideration and Payment**
- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
 - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
 - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
 - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$91,027 in each State fiscal year to reimburse other eligible costs at 75%.
 - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$182,054 (State fiscal years 2020 and 2021).
 - 5.2. **Payment.**
 - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
 - On or after October 1, and no later than November 15, for the period July 1 through September 30.
 - On or after January 1, and no later than February 15, for the period October 1 through December 31.
 - On or after April 1, and no later than May 15, for the period January 1 through March 31.
 - On or after July 1, and no later than August 15, for the period April 1 through June 30.The State may reject costs that the State determines are not eligible maintenance and operations expenses.
 - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

6. Conditions of Payment

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

7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist
Address: Office of Aeronautics, 222 East Plato Boulevard
Telephone: (651) 234-7240
E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Karla Drown, Finance Director
Address: 344 West Main Street, Marshall, MN 56258
Telephone: (507) 537-6763
E-Mail: Karla.Drown@ci.marshall.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.

9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in

action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16. Discrimination Prohibited by Minnesota Statutes §181.59

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

17. Limitation.

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

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STATE ENCUMBRANCE VERIFICATION

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

Signed: Jennifer Hoffman Digitally signed by Jennifer Hoffman
Date: 2019.08.02 17:58:05 -05'00'

Date: 7/1/19

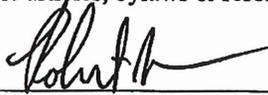
SWIFT Contract (SC) ID No. 156058

Purchase Order (PO) ID No. 3000469359

*PO staged and to be encumbered with future State fiscal year funds.

RECIPIENT

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: 

Title: Mayor

Date: 6-11-19

By: 

Title: Clerk

Date: 6-11-19

DEPARTMENT OF TRANSPORTATION

By: Cassandra Isackson Digitally signed by Cassandra Isackson
Date: 2019.07.15.09:46:30 -05'00'
(with delegated authority)

Title: _____

Date: _____

MnDOT OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: Holly Folkers Digitally signed by Holly Folkers
Date: 2019.08.05 15:50:46 -05'00'

Date: _____

MnDOT CONTRACT MANAGEMENT

By: Kyle Fisher Digitally signed by Kyle Fisher
Date: 2019.08.07 08:02:24 -05'00'

Date: _____

Resolution Number 4623, Second Series

A RESOLUTION FOR AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT

RESOLUTION

**AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the City of Marshall as follows:

1. That the state of Minnesota Contract Number 1033583,
"Airport Maintenance and Operation Grant Contract," at the
Southwest Minnesota Regional Airport-Marshall/Ryan Field is accepted.
2. That the Mayor, Robert [Signature] and Clerk, [Signature] are
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)
authorized to execute this Contract and any amendments on behalf of the
City of Marshall.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF Lyon

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the
City of Marshall
(Name of the Recipient)

at an authorized meeting held on the 11 day of June, 2019
as shown by the minutes of the meeting in my possession.

Signature: [Signature]
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

NOTARY PUBLIC

My Commission Expires: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, June 9, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointments to the Various Boards, Commissions, Bureaus and Authorities.
Background Information:	The City of Marshall has various openings on the Boards, Commission, Bureaus and Authorities. Mayor Byrnes, Councilmembers DeCramer and Meister have reviewed the application for the Economic Development Authority.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	approval of appointments to the various boards, commissions, bureaus and authorities.

City of Marshall Boards and Commissions

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

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

Cable Commission	Incumbent	New Applicants
3 openings (2) unexpired terms to expire 5/31/22 (1) unexpired terms to expire 5/31/23		

Community Services Advisory Board	Incumbent	New Applicants
1 opening (1) expired term to expire 2/28/21		

Economic Development Authority	Incumbent	New Applicants
1 opening (1) unexpired term to expire 5/31/26		Brad Strootman

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

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

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

Public Housing Commission	Incumbent	New Applicants
1 opening (1) unexpired term to expire 5/31/25		

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer - Airport Commission, MERIT Center Board, City Council-County Board-Library Agreement & Operation, Southwest Minnesota Amateur Sports Commission and SW Minnesota Emergency Communication Board</p> <p>Meister -Community Services Advisory Board, Cable Commission and Economic Development Authority</p> <p>Bayerkohler - Public Housing Commission, Planning Commission</p> <p>DeCramer – Economic Development Authority and Utilities Commission</p> <p>Labat - Library Board, Police Advisory Board and Convention and Visitors Bureau</p> <p>Lozinski - Adult Community Center Commission and Joint Law Enforcement Center Management Committee</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



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

FROM: Sharon Hanson, City Administrator

DATE: June 9, 2020

SUBJECT: Administrative Brief

CITY ATTORNEY

- May 2020 Prosecution:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2020	2019 Comparison
Prosecution			1		2	4	2	9	24
Dismissed									
Non-Prosecution	3						1	4	14
Refer to County									

ADMINISTRATION

- Mayor and I participated in finalist interviews for MMU General Manager candidates. Councilmember DeCramer will also be present as part of the MMU Board. MMU General Manager Brad Roos’s last day is August 7.
- Discussions and meetings with Public Safety Director, Mayor, Councilmember Schafer, Fire Chief Brunsvold regarding protests in Marshall. Tremendous planning by Chief Marshall and his staff in ensuring an adequate response.
- Discussed with Jason Anderson and the Mayor on MNDOT College Drive Project slated for 2025 and initial proposed design.
- Attended Sports Amateur Commission Board meeting where most attendees were getting ready to prep for some activity for youth sports.
- Held a meeting with Jason Anderson to discuss engineering space in new City Hall to allow for additional space/greater flexibility/less cost.
- Met with Library Director on Library operations and the Library is now open more than previously starting June 1.
- Met with Lauren Deutz on a variety of EDA topics.
- Met with Annette Storm, Baker Tilley and Bond Rating specialist for upcoming bond rating.

- Discussions and meetings with Public Safety Director, Mayor, Councilmember Schafer, Fire Chief Brunsvold regarding protests in Marshall. Tremendous planning by Chief Marshall and his staff in ensuring an adequate response.
- Coronavirus meetings and discussions still occurring as it relates to services and personnel.

Economic Development Authority

- Staff continues regularly attending webinars regarding COVID-19 related economic development tools and resources.
- Staff is assisting recruitment efforts on Block 11 for tenants for commercial space.
- The downtown kiosk advertisements were printed and installed on June 2nd.
- Staff is continues working on new brand materials.
- Staff received two more Façade Improvement applications before the program expired on May 15, 2020.
- The closing for the four lots in Parkway II to United Community Action Partnership is scheduled for Thursday, June 4th.
- Staff continues to update the properties inventory spreadsheet (commercial buildings and sites available for sale and rent) and LOIS (Location One Information System) to help further assist businesses that are looking for space.
- Staff has been working with five different businesses (two looking for land, one for a building and two needing information from the ground up).
- The EDA Board will have a special EDA meeting Thursday, June 4th to have a public hearing and approve the sale of another Parkway II lot.

Human Resources

- Staffing: The City welcomes Morgan Larsen as a part-time Checkout Clerk at Tall Grass Liquors. Applications continue to be accepted for part-time Checkout Clerks. All other position postings on the city website are for the positions we advertise on a *continuous* basis. HR will continue to collect applications for Firefighters in preparation for the next round of testing, likely Fall of 2020. Applications are also being accepted for Hazardous Materials Technicians (CAT team) which are paid-on-call positions. Applications for Community Services part-time (temporary) positions are also being accepted for our recreation and community education programming, for future classes/planning.
- Safety program: Jordan St. Clair was able to return to on-site visits beginning June 2nd. He continues to provide us with consultation services both in-person and remotely, as needed. In July, he will perform our annual “friendly” safety audits across all City facilities.
- In compliance with OSHA regulations and our internal written safety plans, we have completed our annual audiograms (hearing testing) and haz mat examinations for personnel. Select personnel undergo these examinations on an annual basis, based upon their job functions.
- HR staff continue to closely monitor the CDC and MDH information for updated information.

Clerk

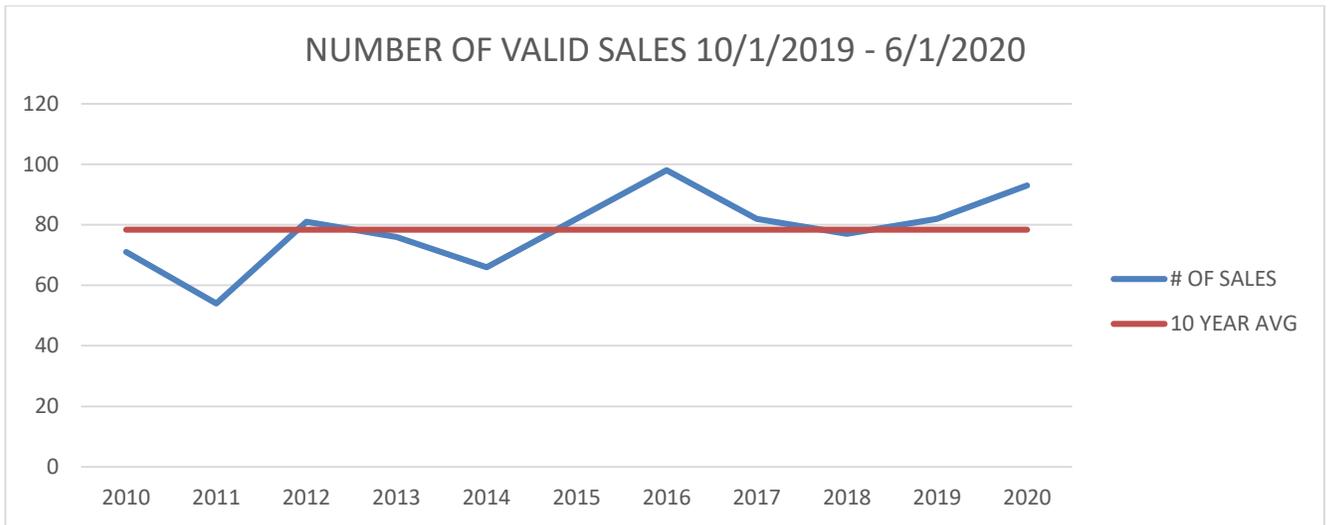
- Local Census Operations Centers reopened as of 5/26 and communities should begin to see an increased presence of enumerators or “Door Knockers” over the next few months. The self-response timeline has been extended until October, 31 2020.
- Election preparation is underway for the August 11 and November 3 elections. We have begun to compile a list of items that will be needed to safely conduct an election during this health pandemic.
- Marshall local election filing period is July 28 – August 11.

Finance

- Bonding – 2020B bonding will be brought for council approval for the award of the bond sale at the June 9th council meeting. Bond rating for the city will be received on Thursday June 5th.
- 2021 Budget – budget information was provided to departments on June 1. 2021 budget requests will be due back to finance on June 22.

Assessing

- The May 30th deadline for filing Tax Court Appeals has passed leaving us with 5 Tax Court Cases. Three of these are repeat filings and two are new appeals. With COVID-19 fueling many of these Tax Court Reps. I anticipate the days of minor settlements are gone and the cost to defend our valuations will substantially increase.
- We are beginning our 2021 assessment quintile process. This year’s quintile areas are:
 - Map 5 – Residential parcels along West College Dr. (west of the Railroad tracks)
 - Map 6 – Area along Soucy Dr, Ranch Ave, Fremont St.
 - Map 7 – North 4th- 7th Street, from Justice Park east to North Whitney
 - Map 13 – West Lyon, Redwood and Marshall Street.
 - Map 25 = East Main Street from S.1st to Southview
- Our quintile process has drastically changed this year. We will be sending out letters to the homeowners requesting that they call our office. Once they call, we will review the data and characteristics that we have on the property with the homeowner. If no response, we will send a second letter along with a self-assessment form or an option to a link to complete an on-line assessment form. Exterior inspections will be performed on all parcels. If and when a physical interior inspection is needed, steps have been established to ensure safety for staff and homeowners. “Virtual” inspections are being encouraged. Like all Covid related activities, this is subject to change
- We are still receiving sales; we are well above our 10-year average for number of residential sales as of 6-1-2020. With many ratios well below 90%.



Liquor Store

- May financials: Sales \$710,882 + 43%, Customer Count 20,127 +15.70%, Check Average \$35.32 +27%. Another strong month for sales and financials. Tall Grass continues to benefit from customers filling their pantries with larger quantities of all products and on-sale establishments have been dark. I believe this is a record month for sales.
- Tall Grass has resumed normal business shopping hours beginning May, 28th. Our full-time staff have been trained by Avera to do evaluations of employees prior to starting their shift. Temperature checks and a short series of questions are asked to all employees that relate to their current health condition.
- Keeping the store stocked, cleaned, sanitized and organized have been the priorities this past month.

COMMUNITY SERVICES

- Registration began this past week for a limited number of summer activity programs. Class sizes are limited to nine or with outdoor recreation that permits pods of 10 including an instructor. Registrations have been steady. The first allowable date for participation is Monday, June 15th.
- There are still plans to open the Aquatic Center at some point this summer. No specific date will be identified until clearance from the Governor's direction to transition into Phase 3 of the reopening MN process.
- Staff continues to work on maintenance updates at the Arena with an intent to have the Lockwood rink available for use no later than June 22nd.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- Over 500 open job files. Horvath Remembrance Center, UCAP Headstart new building, Harrison Truck addition, Action Manufacturing addition, 2nd Unique Apartment building, and SRO apartment building at Stephen Avenue are under construction.
- City buildings ADA-compliance review is complete.
- New permit software development/implementation is going well.

PUBLIC WORKS DIVISION

Engineering

- MERIT Phase 2 -- Work is suspended until next spring to do final shaping and seeding.
- Project Z67: Michigan Road/Superior Road Reconstruction Project – Work is substantially complete. Contractor has all final numbers to review. Final change order and pay request anticipated.
- Project Z52 / S.P. #139-090-005 / Minn. Project No. TA 4219 (231): UCAP Transit Bus Shelters -- Project is under construction.
- Project Z70: Alley Projects (West Marshall/West Redwood & South Hill/South Whitney): Currently in design phase.
- Project Z75/SAP 139-124-004: South 4th Street -- Notice to Proceed issued to R&G Construction Co. on 05/07/2020.
- Project Z76: South 1st Street -- Notice of Award issued to Duininck, Inc. on 05/27/2020.
- Project Z77: Legion Field Stormwater Improvements—Phase I -- Project is out for bids with bids to be received 06/16/2020.

Building Maintenance

- No report.

Street Department

- No report.

Airport/Public Ways Maintenance

- No report.

Wastewater

- Cleaning sewers.
- Plant repairs.
- Magney Construction Is forming the Splitter box structure and have finished excavation of the new Final Clarifier.
- Working on manhole repairs.
- Staff has performed 270 equipment work orders in the last 30 days.
- Working on regulatory issues for Phosphorus, Salty Discharge, Pretreatment, Redwood River Watershed Review, MN. River Nutrient TMDL, Lake Pepin TMDL.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to seventeen (17) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (7)
 - Fire; Structure (8):
 - Medical Assist (0)
 - Vehicle Accident (2)

- Firefighters have received the new self-contained breathing apparatus (SCBA) gear.

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 597 calls for the month of May. 61 criminal offenses were reported with a total number of 20 adults arrested.

OFFICER'S REPORT

- Alarms (10)
 - Accidents (14)
 - Alcohol involved incidents (5)
 - Assaults (4)
 - Domestic Assaults (8)
 - Burglaries (2)
 - Criminal Sexual Conduct (0)
 - Damage to Property (12)
 - Keys Locked in Vehicles (31)
 - Loud Party (5)/ Public Disturbances (11)
 - Thefts (18)
 - Traffic Related Complaints (42)
 - Vandalism (2)
 - Warrant Pickups (2)
 - Welfare Checks (22)
-
- Five DUI/DWI arrests were made. Four of the arrests involved the drivers being under the influence of a controlled substance.
 - The two personal injury accidents involved individuals operating a motorcycle and a bicycle. Both individuals sustained significant injuries and were transported to AVERA Marshall Regional Hospital.

PERSONNEL/OTHER

- Officers schedules continue to be adjusted to prevent the spread of COVID-19 virus within the police department. Officers remain on a 7-day work schedule and 12-hour shifts. We will continue to evaluate our local situation and adjust accordingly.

DETECTIVE REPORT

- Multiple reports were received of locks being cut off storage units around town. Several of the units had items stolen. No leads.
- A vehicle rented from the Marshall Enterprise car rental agency at the Marshall Airport was not returned. Investigation showed the original renter gave the car to someone else. The car was eventually found on the Lower Sioux Reservation and a person had been arrested.
- A Marshall resident had their debit card compromised and used in an unauthorized purchase. The item purchased was then shipped via Fed Ex to a Marshall hotel where, presumably, it was to be picked up by the suspect. The item was not picked up and was turned over to police. No leads.
- A theft of shoes at a SMSU dorm room was reported. Campus Security was involved in the investigation. No leads.
- \$1,700.00 in counterfeit checks were passed at a Marshall business. Video footage showed a white female being responsible. As of this date, she has not been identified.
- A residential burglary where medication was taken was investigated. No leads.
- 3 death investigations were conducted in conjunction with the Lyon County Coroner's office. 2 of the deaths were the result of natural causes and the third appeared to be the result of a drug overdose.
- A report was received of the possible financial exploitation of a vulnerable adult. Investigation determined that the alleged victim, while physically frail, is of sound mind and can manage his own affairs and is not being taken advantage of by the power of attorney.
- A report of possession of child pornography was received from the MN Bureau of Criminal Apprehension and the National Center for Missing and Exploited Children. A search warrant was executed at the suspect's home in Marshall and digital evidence containing downloaded child porn was seized. Suspect was interviewed but the case remains under investigation pending further information from the NCMEC.
- A theft of \$1,800 in items from a Marshall hotel was investigated. Items taken included numerous tools from a storage room and a room safe. Two suspects were identified: A Redwood Falls man and a Morton woman. A search warrant was executed in Redwood Falls and a large amount of the stolen property from the hotel was recovered. Charges were requested of the Lyon County Attorney's office.
- A reported assault involving a handgun was investigated. A Marshall man reported getting into a verbal altercation with another man and having a gun pulled on him. The identity of the suspect was known, and he was located by officers soon after the event. He denied having a firearm and none was found on him or in his vehicle. The case was sent to the Lyon County Attorney's office for consideration of charges.

MERIT CENTER

- As the Governors Executive Order continues to change in terms of what is allowed - The MERIT Center is beginning to schedule training that has 10 or less individuals involved in training or meetings. The MERIT Center continues to be utilized by City Council and emergency personnel.
- MERIT Center staff continues to assist the Marshall Liquor Store and park maintenance during the week.

EMERGENCY MANAGEMENT

- City leadership continues with consistent communication regarding our response to the COVID-19 pandemic. Weekly meetings with Minnesota Department of Health, AVERA, Lyon County continue.
- The activation of a Unified Command Center with the above listed organizations has been developed. Public Information Officers (PIO) have been determined within each agency and share in the delivery of critical information that should be shared with the community.
- City leadership continues to monitor the events related to the rioting seen in other communities and is committed to ensuring contingency plans are in place to protect our community.



BUILDING PERMIT LIST

June 09, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
BLOMBERG, GRANT & ZANA	406 MARSHALL ST W	INTERIOR REMODEL	2,000.00
ACE HOME & HARDWARE	404 ELIZABETH ST	NEW BUILDING	275,000.00
FRANK'S ELECTRIC, PLUMBING & HEATIN	604 ERIE RD W	HVAC	16,300.00
MC&R POOLS, INC	806 VIKING DR	OTHER	47,500.00
KARLSTAD JR, DAVID H	608 SOUTHVIEW DR W	INTERIOR REMODEL	12,600.00
JEFF GLADIS CONSTRUCTION	504 GENESIS AVE	RE-ROOFING	7,800.00
JEFF GLADIS CONSTRUCTION	905 ELAINE AVE	RE-ROOFING	9,300.00
JEFF GLADIS CONSTRUCTION	509 DONITA AVE	RE-ROOFING	9,000.00
JEFF GLADIS CONSTRUCTION	507 DONITA AVE	RE-ROOFING	8,000.00
GESKE HOME IMPROVEMENT CO.	100 ELAINE AVE	RE-SIDING	1,600.00
BN KOR INVESTMENTS LLC	507 HIGHWAY 23 S	NEW BUILDING	115,000.00
ANDERSON, JASON LEE & ANGELA F	501 GARDEN CIR	EXTERIOR REMODEL	1,600.00
RANFRANZ, THOMAS J & THOMAS R	905 MAIN ST W	DEMOLITION	8,000.00
MARTIN, TANYA & JOSHUA	803 COLOMBINE DR	EXTERIOR REMODEL	35,000.00
SAHLSTROM'S HEATING, COOLING & REFR	904 WOODFERN DR	HVAC	6,200.00
KACK, SCOTT & VICKI	506 HARRIETT DR	EXTERIOR REMODEL	25,000.00
KEVIN LANOUE CONSTRUCTION LLC	104 JAMES AVE W	RE-ROOFING	14,500.00
KEVIN LANOUE CONSTRUCTION LLC	104 SOUTHVIEW DR W	RE-ROOFING	10,000.00
AMERICAN WATERWORKS	507 COLLEGE DR E	INTERIOR REMODEL	16,000.00
AMERICAN WATERWORKS	608 ELAINE AVE	INTERIOR REMODEL	7,200.00
VIERSTRAETE, DUSTIN G & SONYA M	1204 CHERYL AVE	Windows	1,500.00
CHAUNCEY WELVAERT CONSTRUCTION	1400 SARATOGA ST S	RE-ROOFING	73,000.00
JAVENS CONSTRUCTION	1228 PATRICIA CT	RE-ROOFING	8,000.00
JAVENS CONSTRUCTION	1228 PATRICIA CT	RE-ROOFING	8,000.00
MIKE BUYSSE CONSTRUCTION, INC.	212 MAIN ST W	EXTERIOR REMODEL	30,000.00
MIKE BUYSSE CONSTRUCTION, INC.	212 MAIN ST W	DEMOLITION	500.00
BARNES, DAVID R & CYNTHIA L	424 LEGION FIELD RD	DOORS	1,500.00
Item 21. ADLEY	217 HIGH ST N	INTERIOR REMODEL	

FREDRICKSON, STEPHEN R	607 4TH ST N	BUILDING ADDITION	9,000.00
PEAK PROS INC	1300 CHERYL AVE	RE-ROOFING	9,600.00
JEFF GLADIS CONSTRUCTION	507 MERCEDES DR	RE-ROOFING	15,300.00
JEFF GLADIS CONSTRUCTION	1514 WESTWOOD DR	RE-ROOFING	9,000.00
WALLACE & BECKY BOCK TRUSTEES, BOCK FA 417 COLLEGE DR W		RE-SIDING	3,300.00
GESKE HOME IMPROVEMENT CO.	504 THOMAS AVE W	Windows	600.00



PLUMBING PERMIT LIST
June 09, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
KARLSTAD JR, DAVID H	608 SOUTHVIEW DR W	INTERIOR REMODEL	0.00
Cottonwood Co op Oil Company	619 MERCEDES DR	WATER HEATER	800.00
TRIO PLUMBING & HEATING	109 REDWOOD ST E	INTERIOR REMODEL	0.00

Upcoming Meetings

June

- 6/9 Special Meeting, 4:30 PM, Archery Range (Grand Opening)
 - 6/9 Regular Meeting, 5:30 PM, MERIT Center
 - 6/23 Work Session, 4:00 PM, MERIT Center
 - Marshall College Drive Project, MnDOT
 - 6/23 Regular Meeting, 5:30 PM, MERIT Center
-

July

- 7/14 Work Session, 4:30 PM, MERIT Center
 - Budget Work Session #1
 - 7/14 Regular Meeting, 5:30 PM, MERIT Center
 - 7/28 Work Session, 4:30 PM, MERIT Center
 - Budget Work Session #2
 - 7/28 Regular Meeting, 5:30 PM, MERIT Center
-

August

- 8/11 Regular Meeting, 4:00 PM, MERIT Center ****Election Day**Must Adjourn by 6:00 PM****
- 8/18 Work Session, 5:30 PM, MERIT Center
 - Budget Work Session #3
- 8/25 Work Session, 4:00 PM, MERIT Center
 - Budget Work Session #4
- 8/25 Regular Meeting, 5:30 PM, MERIT Center

2020 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *Unless otherwise stated

5:30 P.M.

Professional Development Room - Marshall Middle School, 401 South Saratoga Street

January

1. January 14, 2020
2. January 28, 2020

February

1. February 11, 2020
2. February 25, 2020 – 4:00 P.M.¹

March

1. March 10, 2020
2. March 24, 2020

April

1. April 14, 2020
2. April 28, 2020

May

1. May 12, 2020
2. May 26, 2020

June

1. June 9, 2020
2. June 23, 2020

July

1. July 14, 2020
2. July 28, 2020

August

1. August 11, 2020 – 4:00 P.M.¹
2. August 25, 2020

September

1. September 8, 2020
2. September 22, 2020

October

1. October 13, 2020
2. October 27, 2020

November

1. November 10, 2020
2. November 24, 2020

December

1. December 8, 2020
2. December 22, 2020

2020 Uniform Election Dates

- February 11, 2020
- February 25, 2020 * *Precinct Caucus*
- March 3, 2020 * *Presidential Primary*
- April 14, 2020
- May 12, 2020
- August 11, 2020 * *Primary Election*
- November 3, 2020 * *General Election*

¹ 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 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.



CITY COUNCIL COMMITTEES

*All Council Committees meet on an as needed basis.

Equipment Review Committee

Glenn Bayerkohler
Craig Schafer- *Chairperson*
James Lozinski

Public Improvement/ Transportation Committee

Craig Schafer – *Chairperson*
Russ Labat
James Lozinski

Legislative & Ordinance Committee

Steven Meister
John DeCramer
Glenn Bayerkohler - *Chairperson*

Ways & Means Committee

John DeCramer - *Chairperson*
Russ Labat
Glenn Bayerkohler

Personnel Committee

Steven Meister
Craig Schafer
John DeCramer- *Chairperson*

Liaisons & Board Members on the City Boards & Commissions

- **Adult Community Center Commission** – James Lozinski
- **Airport Commission** – Craig Schafer
- **Charter Commission** – City Administrator & City Attorney, Dennis Simpson (No Council Liaisons)
- **Community Services Advisory Board** – Steven Meister
- **Convention & Visitors Bureau** – Russ Labat
- **Economic Development Authority** – Steven Meister & John DeCramer
- **Joint Law Enforcement Center Management Committee** – James Lozinski/Craig Schafer
- **Library Board** – Russ Labat
- **Marshall Area Transit Committee** – James Lozinski & Director of Public Works/ Engineer Jason Anderson
- **Marshall Municipal Utilities Commission** – John DeCramer
- **M.E.R.I.T. Center Commission** – Craig Schafer
- **Planning Commission** – Glenn Bayerkohler
- **Police Advisory Board** – Russ Labat
- **Public Housing Commission** – Glenn Bayerkohler

- **Southwest Minnesota Amateur Sports Commission** – Craig Schafer

Other Appointments:

- **City Council-County Board/Library Agreement & Operations** – Russ Labat & Bob Byrnes
- **Fire Relief Association** – Bob Byrnes & Finance Director, Karla Drown
- **Housing & Redevelopment Authority** – Mayor & City Council
- **Regional Development Commission** – Bob Byrnes
- **SW Minnesota Emergency Communication Board (ECB)**- Craig Schafer & Alternate Bob Byrnes

Authorities, Boards, Bureaus and Commissions

Adult Community Center Commission

Established: September 16, 1985, Ordinance 496, Second Series
Meetings: 2nd Wednesday of every month at 12:00 P.M.
Term: 3 years – two term limit
Members: 8 Members

Airport Commission

Established: February 18, 1952, Ordinance 371, Second Series
Meetings: 1st Tuesday of every month at 4:30 P.M.
Term: 3 years – two term limit
Members: 7

Cable Commission

Established: March 15, 1982, Ordinance 112, Second Series
Meetings: As needed
Term: 3 years – two term limit
Members: 5

Charter Commission

Established: October 5, 1936
Meetings: As needed
Term: 4 year terms
Members: 7 -15

Community Services Advisory Board

Established: February 20, 1996
Meetings: 1st Wednesday of the month at 9:00 A.M.
Term: 3 years – two term limit
Members: 12

Convention & Visitors Bureau

Established:
Meetings: 3rd Wednesday at 9:30 A.M.
Term: 3 years – two term limit
Members: 10

Economic Development Authority

Established: June 7, 1982, Resolution 562, Second Series
Meetings: 3rd Wednesday of every month at 12:00 P.M.
Term: 6 years – two term limit
Members: 7

Housing & Redevelopment Authority

Established: March 21, 1966, Resolution 819, First Series
Meetings: As needed
Term: 5 years – no term limit
Members: 7 (Councilmembers)

Library Board

Established: July 16, 1917,
Meetings: 2nd Monday of every month at 4:00 P.M.
Term: 3 years – two term limit
Members: 9

Marshall Municipal Utilities Commission

Established: April 18, 1932, Resolution 302, First Series
Meetings: 3rd Tuesday of every month at 4:30 P.M.
Term: 5 years – two term limit
Members: 5

M.E.R.I.T. Center Commission

Established: November 15, 2004, Ordinance 521,
Second Series
Meetings: 3rd Thurs. of every other month at 6:00 P.M.
Term: Variable
Members: 18 or less

Planning Commission

Established: May 4, 1959, Ordinance 418, Second Series
Meetings: 2nd Wednesday of every month at 5:30 P.M.
Term: 3 years – two term limit
Members: 7

Police Advisory Board

Established: April 4, 1940, Ordinance 630, Second
Series, Section 2-3 O.G. MN State Statutes 419

Meetings: As needed
Term: 3 years – two term limit
Members: 3

Public Housing Commission

Established: March 28, 1983, Ordinance 436, Second
Series
Meetings: 2nd Monday of every month at 3:30 P.M.
Term: 5 years – two term limit
Members: 5

Southwest Minnesota Regional Amateur Sports Commission

Established: October 21, 2008
Meetings: 2nd Tuesday of every month at 12:00 Noon