



**CITY OF MARSHALL
CITY COUNCIL MEETING
A G E N D A**

**Tuesday, March 26, 2019 at 5:30 PM
Professional Development Room - Marshall Middle School, 401 South
Saratoga Street**

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 and regular meeting held on March 12, 2019.

PUBLIC HEARING

3. Project Z67: Michigan Road/Superior Road Reconstruction Project - 1) Continuation of Public Hearing on Assessment.
4. Project Z67: Michigan Road/Superior Road Reconstruction Project - 2) Consider Resolution Adopting Assessment.
5. Project Z69: East Lyon Street Reconstruction Project – 1) Public Hearing on Improvement.
6. Project Z69: East Lyon Street Reconstruction Project – 2) Resolution Ordering Improvement and Preparation of Plans.
7. Project Z69: East Lyon Street Reconstruction Project – 3) Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
8. Project Z74: Huron Road/Superior Road Reconstruction Project – 1) Public Hearing on Improvement.
9. Project Z74: Huron Road/Superior Road Reconstruction Project – 2) Resolution Ordering Improvement and Preparation of Plans.
10. Project Z74: Huron Road/Superior Road Reconstruction Project – 3) Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.

AWARD OF BIDS

CONSENT AGENDA

11. Approval of Consent Agenda.
12. Consider Resolution regarding FCC Form 394 – Consent to Assignment or Transfer of Control of Cable Television Franchise.
13. Consider approval of Refuse Haulers License for Southwest Sanitation and Waste Management.
14. Consider authorization to approve Frontline Plus Inc Warning Systems Division contract with the City of Marshall.
15. Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
16. Anderson Addition - Introduce Plat and Call for Public Hearing.
17. Declare Equipment Surplus from the Parks Department.
18. Consider Purchase of GPS for Engineering Department.
19. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

OLD BUSINESS

TABLED ITEM

NEW BUSINESS

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.](#) Consider a Resolution Extending a Local Emergency Declaration.
- [21.](#) Consideration of renewal agreement with Pyrotechnic Display Inc., for City of Marshall July 4th fireworks.
- [22.](#) Consider approval of labor agreements between the City of Marshall and LELS Local No. 190
- [23.](#) Request for map amendment (rezone).
- [24.](#) Marshall Community Branding Proposal Acceptance.
- [25.](#) Authorization for Parks Department to Apply of MN DNR Outdoor Recreation Grant.
- [26.](#) Call for a Public Hearing Regarding Proposed Property Tax Abatement at 305 Brussels Ct.
- [27.](#) Call for a Public Hearing Regarding Proposed Property Tax Abatement at 307 Brussels Ct.

COUNCIL REPORTS

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

STAFF REPORTS

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

ADMINISTRATIVE REPORTS

INFORMATION ONLY

- [33.](#) Information Only
- [34.](#) Street Closure for Reinhart Foodservice for Company Truck Rodeo Event on Saturday-May 4, 2019.

ADJOURN TO CLOSED SESSION

MEETINGS

- [35.](#) Upcoming Meetings

ADJOURN

- 36. Adjourn Meeting

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 your 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 your 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, March 26, 2019
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the work session and regular meeting held on March 12, 2019.
Background Information:	Enclosed are the minutes of the work session and regular meeting held on March 12, 2019
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. We then could potentially incorporate proposed amended minutes at the meeting.
Recommendations:	that the minutes of the work session and regular meeting held on March 12, 2019 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, March 12, 2019**

Attendance – David Parsons, Carolyn Runholt, Craig Shaefer, Steven Meister, John DeCramer, Bob Byrnes, Russ Labat, James Lozinski, Sharon Hanson, Kyle Box.

Meeting called to order by Byrnes at 4:00 p.m. at the Middle School Professional Development Room.

2019 Local Board of Appeal and Equalization Training.

Parsons reviewed information sent to the council regarding property sales, valuation and classification adjustments for the 2019 assessment and the upcoming Local Board of Appeal and Equalization (LBAE) meeting. Discussion followed.

On-Line LBAE training was discussed. Currently, councilmember Byrnes is a certified LBAE member through 7/1/2020 and councilmembers Labat and DeCramer are certified through 7/1/2022. Discussed the requirement for at least one certified member to be in attendance at the LBAE meeting. If a certified member is not in attendance, the LBAE reverts to an open book meeting and the Local Board loses its meeting authority for the current and the following year.

Parsons reviewed the City of Marshall's quintile plan and reviewed the LBAE Handbook.

Meeting adjourned by Byrnes at 5:05 p.m.

Mayor

ATTEST:

City Assessor

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, March 12, 2019**

The regular meeting of the Common Council of the City of Marshall was held March 12, 2019 in the Professional Development Room at the Marshall Middle School, 401 South Saratoga Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister, John DeCramer, Russ Labat and James Lozinski. Absent: Glenn Bayerkohler. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Glenn Olson, Director of Public Works/City Engineer; Jim Marshall, Director of Public Safety; Annette Storm, Director of Administrative Services; Sheila Dubs, Human Resource Manager and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the presented agenda with the addition of an agenda item, Approval of Various Boards and Commissions.

Consider approval of the minutes of the regular meeting held on February 26, 2019.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to that the minutes of the regular meeting held on February 26, 2019 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 DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Foley Addition – 1) Public Hearing on Preliminary Plat, Approval of Preliminary Plat, Consider Resolution Adopting the Final Plat.

As the property has not been platted before, the property needs to be subdivided prior to the subdivision and sale of a portion of the property.

The owner of the property has requested a subdivision of his parcel to allow the sale of the southwesterly portion of the property.

The property lines will be reviewed to ensure proper setbacks of the existing buildings within the proposed platted lots.

At their meeting on February 13, 2019, the Planning Commission recommended approval of the preliminary plat to the City Council with adjustments to be made to the following: property lines to accommodate existing buildings, required setbacks, and required utility easements.

Director of Public Works/City Engineer Glenn Olson provided information on the item.

Motion made by Councilmember Labat, Seconded by Councilmember Lozinski to close the public hearing on the Preliminary Plat of Foley Addition. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember DeCramer, Seconded by Councilmember Labat to approve the Preliminary Plat of Foley Addition. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Lozinski, Seconded by Councilmember Labat to adopt RESOLUTION NUMBER 4591, Second Series, which is the Resolution Adopting the Final Plat of Foley Addition, subject to City Attorney review of abstract of title and title opinion. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Vacation of Utility Easements in Carr Estates Fourth Addition -- 1) Public Hearing on Resolution Granting Petition to Vacate Utility Easements, Consider Resolution Granting Petition to Vacate Utility Easements.

A signed petition for vacation of the utility easements located between Lot 3 and Lot 4 of Carr Estates Fourth Addition, except for the northerly 7.5 ft. and southerly 7.5 ft. of said easements, was submitted from the owner(s) of the property where the easements are proposed to be vacated.

The purpose of the vacation is to construct a dwelling on the property, including a portion of the area to be vacated.

Director of Public Works/City Engineer Glenn Olson provided information on the agenda item.

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

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt RESOLUTION NUMBER 4592, Second Series, which is the Resolution Granting Petition to Vacate Utility Easements. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Approval of Consent Agenda.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to approve the following consent agenda items as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

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

Approval for a Transient Merchant License for TNT Fireworks.

Approval of the renewal of the Minnesota Municipal Utility Association (MMUA) Service Agreement for Safety Management Program services for 2019.

Approval of City Farm Leases Parcel 2 Lease Extension and Parcel 7 Addendum

Approval of the bills/project payments

Consider a letter of support for United Community Action Partnership.

United Community Action Partnership (UCAP) is applying for funds to begin the planning process for a Regional Transportation Coordination Council (RTCC) in Southwest Minnesota.

City Administrator Sharon Hanson introduced the item. There was further discussion by Council.

Motion made by Councilmember Labat, Seconded by Councilmember Lozinski to approve a letter of support for United Community Action Partnership to apply for funds for a Regional Transportation Coordinating Council. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Councilmember DeCramer. The motion **Passed. 5-0-1**

Reject Farm Bid and Authorize Advertising to Re-bid Farm Lease.

The City is the owner of property located in Commerce Industrial Park. Significant work has been done on that property. The City did advertise for and solicit bids for the lease of Commerce Industrial Park for agricultural purposes. Bid was properly advertised, and one bid was received on the bidding date. Bid was for a 5-year period of time with bid of \$10 per acre for years 2019 and 2020, \$15 per acre for 2021, \$20 per acre for 2022 and \$25 per acre for 2023.

City staff has deemed the bid received to be insufficient. Because the property is held for rent, the City does have to pay real estate taxes for this property. City estimates that the taxes to be paid for 2019 would be approximately \$3,100.

City staff has also considered that the City could apply a cover crop to control weeds. Such internal costs are estimated to be approximately \$50 per acre for material and labor to have a cover crop to eliminate noxious weeds.

City staff is recommending that the one bid received be rejected. Staff recommends rebidding the property with the requirement that a minimum bid of \$30 per acre per year be required. Additionally, staff is recommended that notice of the bidding procedure be provided to each of the existing tenants in an attempt to solicit additional interest in this property.

City Attorney Dennis Simpson provided the background information on the item. There was further discussion by Council and Staff on the item.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to reject the bid and to have the City seed the area with small grain crop and additionally exploring options to supplement the area with biosolids from the Waste Water Treatment Facility. With the additional expectation to re-advertise for bids in the Fall of 2019. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Project Z69: East Lyon Street Reconstruction Project - Consider Resolution Receiving Report and Calling for Hearing on Improvement.

The project consists of the reconstruction of East Lyon Street from TH 23 east approximately 800 feet to near the city limits.

This Feasibility Report as authorized by the City Council covers the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility and proposed project schedule.

The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint.

Property owners will be contacted, and a meeting held with each/all of the owners concerning the proposed improvements and potential costs.

Director of Public Works/City Engineer Glenn Olson provided information on the item. There was further discussion by Council and Staff.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adopt RESOLUTION NUMBER 4593, SECOND SERIES, which is the Resolution Receiving Feasibility Report and Calling Hearing on Improvement for the above-referenced project and setting the public hearing on improvement date for March 26, 2019. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Project 274: Huron Road/Superior Road Reconstruction Project - Consider Resolution Receiving Report and Calling for Hearing on Improvement.

The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.

This Feasibility Report as authorized by the City Council covers the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility and proposed project schedule.

The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint.

A public informational meeting will be held with the affected property owners to discuss proposed improvements and potential costs.

Director of Public Works/City Engineer Glenn Olson provided the background information on the item. There was further discussion by Council and Staff.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt RESOLUTION NUMBER 4594, SECOND SERIES, which is the Resolution Receiving Feasibility Report and Calling Hearing on Improvement for the above-referenced project and setting the public hearing on improvement date for March 26, 2019. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Consider approval of the proposed Police Department organizational structure and amended 2019 wage schedule.

City Administrator Hanson and Director of Public Safety Marshall have evaluated and are recommending amendments to the organizational structure for the Police Department.

The Personnel Committee reviewed the proposal on March 1, 2019 and recommended unanimously to approve the proposed organizational structure and amended 2019 wage schedule.

Director Marshall has provided a background memo included in the attachments that explains the proposal and financial impact. The proposed organizational structure, proposed amendments to the 2019 employee wage schedule, and draft job descriptions are also attached.

Two job descriptions have been submitted for evaluation of points by our Consultant, Wayne Brede.

- Captain—recommended at 588 points; exempt (not eligible for overtime) position
- Sergeant—recommended decrease from 441 to 421 points; remains a non-exempt (eligible for overtime) position. Positions pointed at 421 and 441 are within the same pay band, and therefore, have the same pay range.

The overall financial impact is estimated at \$2,704 to \$6,365. The proposal does not add additional personnel; rather, it involves changes to rank and command structure.

Human Resource Manager Sheila Dubs introduced the item to Council. Director of Public Safety Jim Marshall provided additional information on the request. Councilmember DeCramer, Meister and Schafer provided discussion from the Personnel Committee. There was further discussion by Council.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat approval of the proposed Police Department organizational structure and amended 2019 wage schedule. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Revised procedure to calculate special assessment amounts due for public infrastructure projects.

Mayor Byrnes opened the item and commented on the amount of work staff, Ways and Means and Councilmember Bayerkohler put into the agenda item.

City Attorney Dennis Simpson provided the background information on the item as follows:

The development of special assessment policies and the implementation of special assessments procedures have been complicated processes undertaken by municipalities in an attempt to comply with Minnesota Statutes Chapter 429. City of Marshall has been involved in special assessments policies and procedures for a period of time. The City of Marshall has developed and implemented a procedure which has been fairly successful for special assessment projects implemented by the City of Marshall since 2006. Numerous court cases undertaken in 2006 have developed the process to calculate special assessment amounts due for residential improvement projects.

City of Marshall staff (Administration, Engineering, Legal and Finance) have spent considerable time analyzing and reviewing special assessment policies for numerous municipalities within the State of Minnesota. The findings of that analysis have been reviewed with Ways & Means Committee members. In addition, Council Member Bayerkohler as Ways & Means Committee member has also conducted his own analysis and review of state municipality policies and procedures for calculation of special assessment amounts due for public improvement projects.

The analysis of Minnesota Statutes, Minnesota case law and review of additional municipality procedures has led to the proposal for a new procedure to calculate special assessment amounts. The first application of the new procedure will impact the public improvement Project Z67 Michigan Road/Superior Road construction project.

The review of Minnesota Statutes and case law has revealed that there are numerous procedures used by municipalities to calculate special assessment to be levied for public improvement projects. I believe that the most important ruling from Minnesota Supreme Court regarding establishment of special assessment policies is the following statement from the case entitled *Continental Sales & Equip. Co. v. Town of Stuntz*, 257 N.W.2d 546, 550 (Minn. 1977). The Minnesota Court stated as follows: "Any method resulting in a fair approximation of the increase in market value for each benefited parcel may be used. A method which on its face appears to be a fair approximation will be presumed valid with the burden resting upon the objector to show its invalidity." (emphasis added).

The term "any method" has been substantiated to support special assessments based upon front footage calculation of the lots. Any method as supported calculation of actual costs for the project based upon front foot cost. Other cities have used a conversion factor converting a general residential lot size compared to a commercial property. All of those various methods have been supported by Supreme Court action.

The property will receive the lesser of the various calculations done to determine the appropriate calculation for special assessment for each lot. The procedure as proposed (assuming a fee increase for residential lots to \$5,700 maximum) would indicate that the special assessments to be recommended for Project Z67 at the March 26, 2019 public hearing.

You will note that the amounts to be levied are approximately 63% of the amounts initially discussed and considered previously. The new policy to be implemented does considerably lessen the amounts due by the property owners. City Attorney will be presenting and discussing this matter at the Council meeting.

Councilmember DeCramer provided discussion from the Ways and Means Committee. There was continued discussion by Council and Staff.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer to direct staff to implement the new procedure to calculate special assessments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Resolution Amending the 2019 Fee Schedule

The Ways & Means Committee reviewed the amendments to the Fee Schedule at their meeting on February 26, 2019. Staff and Ways & Means Committee are recommending Council approval of amendments. Amendments are pertaining to the street special assessment fees.

City Administrator Sharon Hanson commented that the proposed increase is still lower than what it could be, with the support from a licensed appraiser. There was further discussion by Council.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski to Approve Resolution Number 4595, Second Series approving specific fees to be charged by the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Lozinski. Voting Nay: Councilmember Labat. The motion **Passed. 5-1**

Approval of Various Board and Commissions.

Mayor Byrnes introduced the item and recommended the follow appointments.

Planning Commission Cathy Lee
Term set to expire 5/31/2019

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to approve the various appointments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Commission/Board Liaison Reports

Byrnes Area Transportation Partnership met and discussed the 2023 ATV plan.

Schafer No Report

Meister No Report

DeCramer No Report

Labat Library Board met and discussed delinquent taxes that need to be resolved prior to closing their 2018 reports. Labat mentioned there is snow blocking fire exits that will be addressed.

Lozinski No Report

Councilmember Individual Items.

Councilmember Schafer discussed the success of snow removal both by staff and residence. Schafer cautioned residence with rapid snow melting.

Councilmember Lozinski mentioned efforts by citizens to remove snow.

Councilmember Labat commented on his visit to the Law Enforcement Center and a recent ride along with a Police Officer.

Councilmember DeCramer discussed the Race Equity Cohort that the City is taking part in. DeCramer mentioned he'd like to see work done in the future on handling lot sizes regarding special assessments.

Mayor Byrnes mentioned the State of City event he and Administrator Hanson will be partaking in hosted by the Marshall Area Chamber of Commerce. Byrnes also introduced Director of Public Safety Jim Marshall to discuss his role as the Emergency Operations Commander for the City of Marshall regarding the potential rapid snow melt that may cause river levels to rise and internal flooding. Director Marshall discussed the emergency operation plan.

City Administrator

City Administrator mentioned that Springsted will merger with another company. Administrator Hanson also commented on the State of the City she will be attending with the Mayor. Lyon County Co-op will be consolidating with other area Co-ops, the City of Marshall is a shareholder within that organization and is intitled to a vote on the merger, Mayor Byrnes will vote in favor of the proposal.

Director of Public Works

Director of Public Works/City Engineer commented on Staff efforts in snow removal. There have also been efforts by Marshall Municipal Utilities to help with efforts clearing snow basis. There has also been discussion with Lyon County in removal of snow from county ditches. Director Olson mentioned efforts by residence to remove snow from their own properties. The Waste Water Treatment Facility improvement bids will by coming in the near future.

City Attorney

No Report

Administrative Report

There were no questions on the Administrative Report.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn Meeting

At 7:10 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 6-0**

Mayor

Attest:

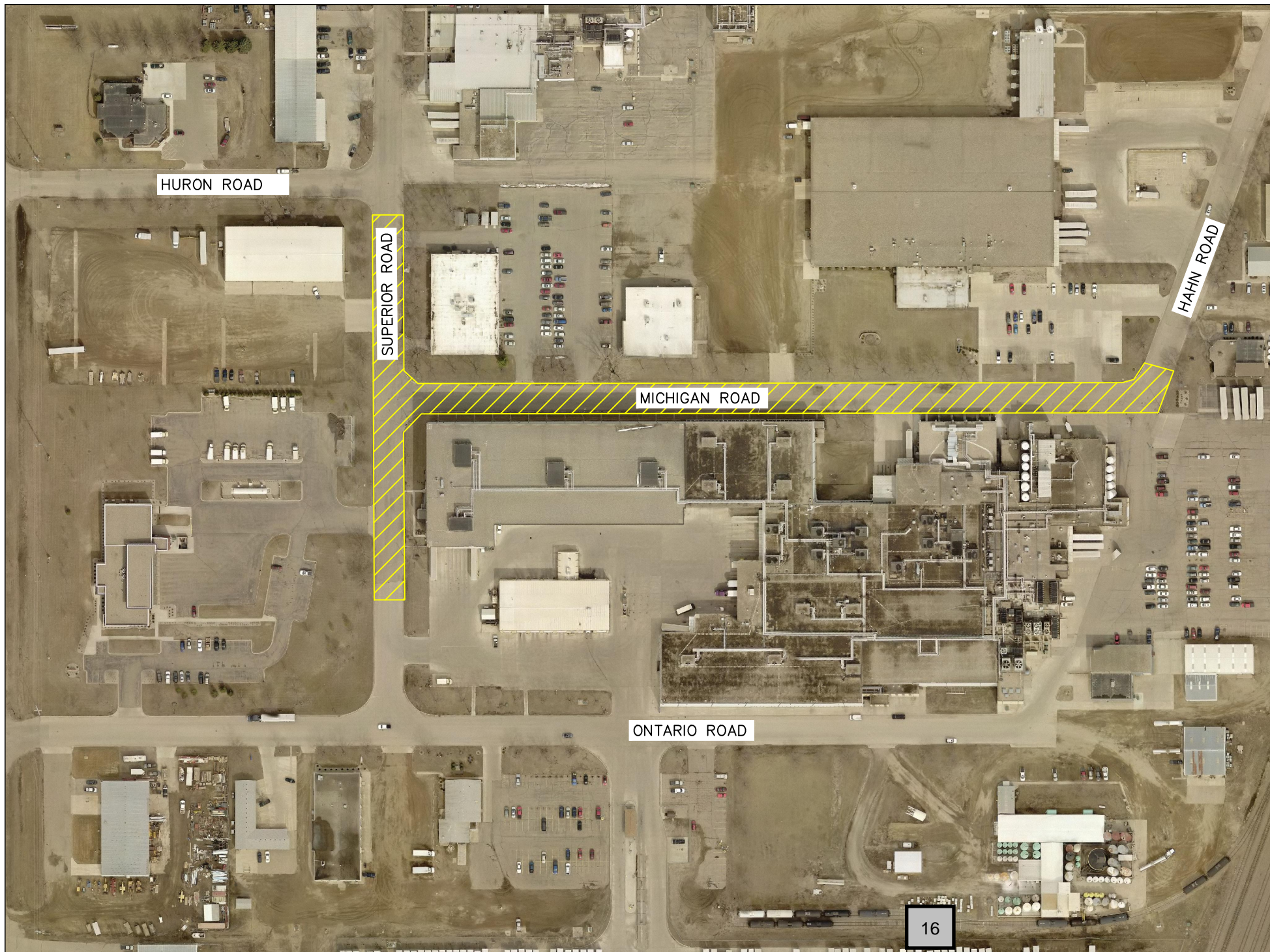
City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	PUBLIC HEARING
Type:	INFO/ACTION
Subject:	Project Z67: Michigan Road/Superior Road Reconstruction Project - 1) Continuation of Public Hearing on Assessment
Background Information:	<p>At their meeting on September 25, 2018, the City Council voted to continue the public hearing at the regular Council meeting held on October 23, 2018. At the October 23, 2018 meeting, the City Council voted to continue the public hearing on assessment to March 26, 2019.</p> <p>One objection letter, as attached, has been received as of March 19, 2019. An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or Clerk.</p> <p>This project consists of the following: Reconstruction and utility replacement on Michigan Road between Superior Road and Hahn Road and on Superior Road from a point approximately 175 feet north of Ontario Road to Huron Road. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer.</p> <p>The purpose of the continuation of the public hearing was to review and potentially revise the City's assessment procedure for commercial and industrial properties.</p> <p>City of Marshall staff (Administration, Engineering, Legal and Finance) have spent considerable time analyzing and reviewing special assessment policies for numerous municipalities within the State of Minnesota. The findings of that analysis have been reviewed with Ways & Means Committee members. In addition, Council Member Bayerkohler as Ways & Means Committee member has also conducted his own analysis and review of state municipality policies and procedures for calculation of special assessment amounts due for public improvement projects.</p> <p>The analysis of Minnesota Statutes, Minnesota case law and review of additional municipality procedures has led to the proposal for a new procedure to calculate special assessment amounts.</p> <p>The Minnesota Court stated as follows: "Any method resulting in a fair approximation of the increase in market value for each benefited parcel may be used. A method which on its face appears to be a fair approximation will be presumed valid with the burden resting upon the objector to show its invalidity."</p> <p>The result of this review was brought to the City Council on March 12, 2019 resulting in a revision of the 2019 Fee Schedule that established a maximum amount formula for commercial/industrial street assessments for reconstruction. In addition, this maximum is compared to actual costs and square footage and the minimum amount of the three methods is the recommended street assessment for the improvement for the property owners.</p>
Fiscal Impact:	The following table is a comparison of the proposed breakdown of the project funding. The costs shown below include 5% for contingencies and 16% for engineering and administrative costs, for a total project cost of \$1,245,316.82.

	<table><tr><th>Fund</th><th>Hearing 09/25/2018 and 10/23/2018</th><th>Hearing 03/26/2019</th><th>Difference</th></tr><tr><td>Wastewater Fund</td><td>297,443</td><td>297,443</td><td>0</td></tr><tr><td>MMU</td><td>326,109</td><td>326,109</td><td>0</td></tr><tr><td>Surface Water Management Utility</td><td>65,912</td><td>65,912</td><td>0</td></tr><tr><td>City Participation (Ad Valorem)</td><td>3,689</td><td>205,242</td><td>201,553</td></tr><tr><td>Assessed to Property Owners</td><td>552,164</td><td>350,611</td><td>(201,553)</td></tr><tr><td>Total Project Amount</td><td>1,245,317</td><td>1,245,317</td><td>0</td></tr></table> <p>Per the current Special Assessment Policy, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. The 2018A GO Bond interest rate was 2.96%, plus 2%, results in a 4.96% assessment interest rate.</p> <p>The term of the assessment repayment is proposed by staff to be ten (10) years. If additional principal is paid each year, the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they so choose.</p>	Fund	Hearing 09/25/2018 and 10/23/2018	Hearing 03/26/2019	Difference	Wastewater Fund	297,443	297,443	0	MMU	326,109	326,109	0	Surface Water Management Utility	65,912	65,912	0	City Participation (Ad Valorem)	3,689	205,242	201,553	Assessed to Property Owners	552,164	350,611	(201,553)	Total Project Amount	1,245,317	1,245,317	0
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Total Project Amount	1,245,317	1,245,317	0																										
Alternative/ Variations:	<ul style="list-style-type: none">• Modify assessments to property owners, thereby modifying the attached proposed assessment.• Amend the terms of the assessments.• Continue the public hearing to a specific date.																												
Recommendations:	1) that the Council close the continuation of the public hearing on assessment for Project Z67: Michigan Road/Superior Road Reconstruction Project.																												



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PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT Per D&G Bid 06/06/2018 & \$5,700 Residential Max RESOLUTION NUMBER _____, SS - MARCH 26, 2019																					
Map No.	Parcel Number	Owner	Lot Square Footage	Water/Svc.		STREET/L.F.			Remove Driveway/S.Y.			Install Driveway/S.Y.			Remove Sidewalk/S.F.			4" Install Sidewalk/S.F.			
				Unit-Service	Rate/Service	Unit-L.F.	Rate/L.F.	Total	Unit-S.Y.	Rate/S.Y.	Total	Unit-S.Y.	Rate/S.Y.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	
1	2.048	27-383006-0 (original after split) SCHWAN'S SALES ENTERPRISES INC	229,561.00	0.00	0.00	324.10	166.0829	53,827.46	38.78	9.14	354.26	38.78	6.00	232.79	1.83	0.00	9.74	0.00			
1.1	2.048	27-383006-1 (new parcel after split) PETE, LLC	128,016.00	0.00	0.00	262.00	166.0829	43,513.72	26.22	9.14	239.52	49.67	6.00	298.16	1.83	0.00	9.74	0.00			
2	2.060	27-383015-0 SFC GLOBAL SUPPLY CHAIN INC	436,471.20	0.00	0.00	610.00	166.0829	101,310.56	58.00	9.14	529.83	93.66	6.00	562.22	73.50	1.83	134.28	84.00	9.74	818.50	
3	2.061	27-383017-0 SCHWAN'S SHARED SERVICES LLC	40,075.20	0.00	0.00	140.00	166.0829	23,251.60		9.14	0.00		6.00	0.00	1.83	0.00	9.74	0.00			
4	2.063	27-383019-0 SCHWAN'S FOOD MANUFACTURING		0.00	0.00	166.0829	0.00		9.14	0.00		6.00	0.00		1.83	0.00	9.74	0.00			
5	2.062	27-383020-0 JACKSON ACQUISITION CORP	77,972.40	0.00	0.00	574.50	166.0829	95,414.62	55.11	9.14	503.43	103.34	6.00	620.33	1.83	0.00	9.74	0.00			
6	2.069	27-383022-0 SFC GLOBAL SUPPLY CHAIN INC		0.00	0.00	166.0829	0.00		9.14	0.00		6.00	0.00		1.83	0.00	9.74	0.00			
7	2.067	27-383023-0 RALCO PRODUCTS INC		0.00	0.00	166.0829	0.00		9.14	0.00		6.00	0.00		1.83	0.00	9.74	0.00			
8	2.064	27-383027-0 SCHWAN'S FOOD MANUFACTURING	413,907.12	0.00	0.00	1,274.50	166.0829	211,672.64	152.66	9.14	1,394.55	296.89	6.00	1,782.17	276.50	1.83	505.17	316.00	9.74	3,079.10	
	MMU	135,730.27						190,379.03	0.00			0.00									
	WWTF							158,844.93													
	City							3,688.89	0.00			0.00			0.00			0.00			
	SWMU							22,620.67													

904,524.11

PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD
RECONSTRUCTION PROJECT
Per D&G Bid 06/06/2018 & \$5,700 Residential Max
RESOLUTION NUMBER _____, SS - MARCH 26, 2019

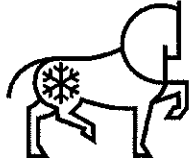
PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT Per D&G Bid 06/06/2018 & \$5,700 Residential Max RESOLUTION NUMBER _____, SS - MARCH 26, 2019			6" Install Sidewalk/S.F. 0.00			Storm Sewer/S.F. 0.0000			Sanitary/WYE 304.5000			Sanitary/6" PIPE 48.7200			Sanitary/8" PIPE 54.8100			Sanitary/Svc		
Map No.	Parcel Number	Owner	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-Wye	Rate/Wye	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Service	Rate/Service	
1	2.048	27-383006-0 (original after split) SCHWAN'S SALES ENTERPRISES INC		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000	
1.1	2.048	27-383006-1 (new parcel after split) PETE, LLC		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000	
2	2.060	27-383015-0 SFC GLOBAL SUPPLY CHAIN INC		0.00	0.00		0.0000	0.00	2.00	304.5000	609.00	35.00	48.7200	1,705.20	35.00	54.8100	1,918.35		0.0000	
3	2.061	27-383017-0 SCHWAN'S SHARED SERVICES LLC		0.00	0.00		0.0000	0.00	1.00	304.5000	304.50	35.00	48.7200	1,705.20		54.8100	0.00		0.0000	
4	2.063	27-383019-0 SCHWAN'S FOOD MANUFACTURING		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000	
5	2.062	27-383020-0 JACKSON ACQUISITION CORP		0.00	0.00		0.0000	0.00	1.00	304.5000	304.50	35.00	48.7200	1,705.20		54.8100	0.00		0.0000	
6	2.059	27-383022-0 SFC GLOBAL SUPPLY CHAIN INC		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000	
7	2.057	27-383023-0 RALCO PRODUCTS INC		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000	
8	2.064	27-383027-0 SCHWAN'S FOOD MANUFACTURING		0.00	0.00		0.0000	0.00	1.00	304.5000	304.50		48.7200	0.00	65.00	54.8100	3,562.65		0.0000	
	MMU																			
	WWTF										365.40			0.00			0.00			
	City					0.00														
	SWMU									43,291.01										

PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT Per D&G Bid 06/06/2018 & \$5,700 Residential Max RESOLUTION NUMBER _____, SS - MARCH 26, 2019				0.0000 Total	Original TOTAL Assessment using \$166.08/LF	B	C	Recommended STREET Assessment (Least of A, B, or C)	Recommended TOTAL Assessment	Difference TOTAL Assessment
Map No.	Parcel Number	Owner	Maximum STREET Assessable Amount 2.a.(1)(b)			Maximum STREET Assessable Amount 2.a.(2)(a)				
1	2.048	27-383006-0 (original after split)	SCHWAN'S SALES ENTERPRISES INC	0.00	54,414.50	130,849.77	35,133.02	35,133.02	35,720.06	(18,694.44)
1.1	2.048	27-383006-1 (new parcel after split)	PETE, LLC	0.00	44,051.40	72,969.12	28,401.27	28,401.27	28,938.95	(15,112.45)
2	2.060	27-383015-0	SFC GLOBAL SUPPLY CHAIN INC	0.00	107,587.94	248,788.58	66,125.09	66,125.09	72,402.46	(35,185.47)
3	2.061	27-383017-0	SCHWAN'S SHARED SERVICES LLC	0.00	25,261.30	22,842.86	15,176.25	15,176.25	17,185.95	(8,075.35)
4	2.063	27-383019-0	SCHWAN'S FOOD MANUFACTURING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	2.062	27-383020-0	JACKSON ACQUISITION CORP	0.00	98,548.08	44,444.27	62,276.82	44,444.27	47,577.73	(50,970.35)
6	2.069	27-383022-0	SFC GLOBAL SUPPLY CHAIN INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	2.067	27-383023-0	RALCO PRODUCTS INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	2.064	27-383027-0	SCHWAN'S FOOD MANUFACTURING	0.00	222,300.78	235,927.06	138,158.07	138,158.07	148,786.21	(73,514.57)
	MMU				326,109.29	190,379.03	190,379.03	190,379.03	326,109.29	0.00
	WWTF	138,232.65			297,442.97	158,844.93	158,844.93	158,844.93	297,442.97	0.00
	City				3,688.89	(223,142.18)	187,408.96	205,241.52	205,241.52	201,552.63
	SWMU				65,911.67	22,620.67	22,620.67	22,620.67	65,911.67	0.00
					1,245,316.82	904,524.11	904,524.11	904,524.11	1,245,316.82	0.00

COST BREAKDOWN
PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT
CITY OF MARSHALL, MINNESOTA
Per D&G Bid 06/06/2018 & \$5,700 Residential Max

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$150,717	\$12,119	\$138,598				
WATERMAIN	\$135,730	\$0		\$135,730			
STORM SEWER	\$43,291	\$0				\$43,291	
DRIVEWAY	\$6,517	\$6,517		\$0			\$0
SIDEWALK	\$4,537	\$4,537					\$0
STREET	\$904,524	\$327,438	\$158,845	\$190,379	\$0	\$22,621	\$205,242
TOTALS	\$1,245,317	\$350,611	\$297,443	\$326,109	\$0	\$65,912	\$205,242
% PARTICIPATION	100.0%	28.2%	23.9%	26.2%	0.0%	5.3%	16.5%

CONTRACT AMOUNT	1,022,427.60
CONTINGENCIES	51,121.38 ^{5%}
	1,073,548.98
ENG. & ADMIN.	171,767.84 ^{16%}
	1,245,316.82



Mustang Truck & Trailer
1507 Superior Rd
Marshall, MN 56258
507-337-9725

March 13, 2019

To Kyle Box, the City Clerk of the City of Marshall, Minnesota,

We are formally writing a letter of objection to the assessment on Pete, LLC for Project Z67:
Michigan Road/Superior Road Reconstruction Project.

We are sending this notification in writing, as instructed, prior to the March 26, 2019 meeting
regarding Project Z67.

Pete, LLC

Peter Halverson

Manager

1709 N Cliff Ave

Sioux Falls, SD 57103



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	PUBLIC HEARING
Type:	INFO/ACTION
Subject:	Project Z67: Michigan Road/Superior Road Reconstruction Project - 2) Consider Resolution Adopting Assessment
Background Information:	<p>At their meeting on September 25, 2018, the City Council voted to continue the public hearing at the regular Council meeting held on October 23, 2018. At the October 23, 2018 meeting, the City Council voted to continue the public hearing on assessment to March 26, 2019.</p> <p>One objection letter, as attached, has been received as of March 19, 2019. An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the Mayor or Clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within ten days after service upon the Mayor or Clerk.</p> <p>This project consists of the following: Reconstruction and utility replacement on Michigan Road between Superior Road and Hahn Road and on Superior Road from a point approximately 175 feet north of Ontario Road to Huron Road. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer.</p> <p>The purpose of the continuation of the public hearing was to review and potentially revise the City's assessment procedure for commercial and industrial properties.</p> <p>City of Marshall staff (Administration, Engineering, Legal and Finance) have spent considerable time analyzing and reviewing special assessment policies for numerous municipalities within the State of Minnesota. The findings of that analysis have been reviewed with Ways & Means Committee members. In addition, Council Member Bayerkohler as Ways & Means Committee member has also conducted his own analysis and review of state municipality policies and procedures for calculation of special assessment amounts due for public improvement projects.</p> <p>The analysis of Minnesota Statutes, Minnesota case law and review of additional municipality procedures has led to the proposal for a new procedure to calculate special assessment amounts.</p> <p>The Minnesota Court stated as follows: "Any method resulting in a fair approximation of the increase in market value for each benefited parcel may be used. A method which on its face appears to be a fair approximation will be presumed valid with the burden resting upon the objector to show its invalidity."</p> <p>The result of this review was brought to the City Council on March 12, 2019 resulting in a revision of the 2019 Fee Schedule that established a maximum amount formula for commercial/industrial street assessments for reconstruction. In addition, this maximum is compared to actual costs and square footage and the minimum amount of the three methods is the recommended street assessment for the improvement for the property owners.</p>
Fiscal Impact:	The following table is a comparison of the proposed breakdown of the project funding. The costs shown below include 5% for contingencies and 16% for engineering and administrative costs, for a total project cost of \$1,245,316.82.

	<table><tr><th>Fund</th><th>Hearing 09/25/2018 and 10/23/2018</th><th>Hearing 03/26/2019</th><th>Difference</th></tr><tr><td>Wastewater Fund</td><td>297,443</td><td>297,443</td><td>0</td></tr><tr><td>MMU</td><td>326,109</td><td>326,109</td><td>0</td></tr><tr><td>Surface Water Management Utility</td><td>65,912</td><td>65,912</td><td>0</td></tr><tr><td>City Participation (Ad Valorem)</td><td>3,689</td><td>205,242</td><td>201,553</td></tr><tr><td>Assessed to Property Owners</td><td>552,164</td><td>350,611</td><td>(201,553)</td></tr><tr><td>Total Project Amount</td><td>1,245,317</td><td>1,245,317</td><td>0</td></tr></table> <p>Per the current Special Assessment Policy, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. The 2018A GO Bond interest rate was 2.96%, plus 2%, results in a 4.96% assessment interest rate.</p> <p>The term of the assessment repayment is proposed by staff to be ten (10) years. If additional principal is paid each year, the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they so choose.</p>	Fund	Hearing 09/25/2018 and 10/23/2018	Hearing 03/26/2019	Difference	Wastewater Fund	297,443	297,443	0	MMU	326,109	326,109	0	Surface Water Management Utility	65,912	65,912	0	City Participation (Ad Valorem)	3,689	205,242	201,553	Assessed to Property Owners	552,164	350,611	(201,553)	Total Project Amount	1,245,317	1,245,317	0
Fund	Hearing 09/25/2018 and 10/23/2018	Hearing 03/26/2019	Difference																										
Wastewater Fund	297,443	297,443	0																										
MMU	326,109	326,109	0																										
Surface Water Management Utility	65,912	65,912	0																										
City Participation (Ad Valorem)	3,689	205,242	201,553																										
Assessed to Property Owners	552,164	350,611	(201,553)																										
Total Project Amount	1,245,317	1,245,317	0																										
Alternative/ Variations:	<ul style="list-style-type: none">• Modify assessments to property owners, thereby modifying the attached proposed assessment.• Amend the terms of the assessments.• Continue the public hearing to a specific date.																												
Recommendations:	2) that the Council adopt RESOLUTION NUMBER XXXX, SECOND SERIES, which is the “Resolution Adopting Assessment” for Project Z67: Michigan Road/Superior Road Reconstruction Project.																												

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the following project:

PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT –

This project consists of the following: Reconstruction and utility replacement on Michigan Road between Superior Road and Hahn Road and on Superior Road from a point approximately 175 feet north of Ontario Road to Huron Road. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such proposed assessment shall be payable in equal annual principal installments extending over a period of ten (10) years and shall bear interest at the rate of four and ninety-six one-hundredths percent (4.96%) per year.
3. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes.
4. The owner of any property so assessed may, at any time prior to certification of the assessment or the first installment thereof to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the municipal treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption thereof; and, except as hereinafter provided, the owner may at any time prior to November 15 of any year, prepay to the treasurer of the municipality having levied said assessments, the whole assessment remaining due with interest accrued to December 31 of the year in which said prepayment is made.
5. The right to partially prepay the assessment to the City Clerk according to Ordinance No. 364, Second Series, is available.
6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Passed and adopted by the Council this 26th day of March, 2019.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Glenn J. Olson, P.E.; Director of Public Works/City Engineer

PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT Per D&G Bid 06/06/2018 & \$5,700 Residential Max RESOLUTION NUMBER _____, SS - MARCH 26, 2019							A														
Map No.	Parcel Number	Owner	Lot Square Footage	Water/Svc.		STREET/L.F.			Remove Driveway/S.Y.			Install Driveway/S.Y.			Remove Sidewalk/S.F.			4" Install Sidewalk/S.F.			
				Unit-Service	Rate/Service	Unit-L.F.	Rate/L.F.	Total	Unit-S.Y.	Rate/S.Y.	Total	Unit-S.Y.	Rate/S.Y.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	
1	2.048	27-383006-0 (original after split) SCHWAN'S SALES ENTERPRISES INC	229,561.00	0.00	0.00	324.10	166.0829	53,827.46	38.78	9.14	354.26	38.78	6.00	232.79	1.83	0.00	9.74	0.00			
1.1	2.048	27-383006-1 (new parcel after split) PETE, LLC	128,016.00	0.00	0.00	262.00	166.0829	43,513.72	26.22	9.14	239.52	49.67	6.00	298.16	1.83	0.00	9.74	0.00			
2	2.060	27-383015-0 SFC GLOBAL SUPPLY CHAIN INC	436,471.20	0.00	0.00	610.00	166.0829	101,310.56	58.00	9.14	529.83	93.66	6.00	562.22	73.50	1.83	134.28	84.00	9.74	818.50	
3	2.061	27-383017-0 SCHWAN'S SHARED SERVICES LLC	40,075.20	0.00	0.00	140.00	166.0829	23,251.60		9.14	0.00		6.00	0.00	1.83	0.00	9.74	0.00			
4	2.063	27-383019-0 SCHWAN'S FOOD MANUFACTURING		0.00	0.00	166.0829	0.00			9.14	0.00		6.00	0.00	1.83	0.00	9.74	0.00			
5	2.062	27-383020-0 JACKSON ACQUISITION CORP	77,972.40	0.00	0.00	574.50	166.0829	95,414.62	55.11	9.14	503.43	103.34	6.00	620.33	1.83	0.00	9.74	0.00			
6	2.069	27-383022-0 SFC GLOBAL SUPPLY CHAIN INC		0.00	0.00	166.0829	0.00			9.14	0.00		6.00	0.00	1.83	0.00	9.74	0.00			
7	2.067	27-383023-0 RALCO PRODUCTS INC		0.00	0.00	166.0829	0.00			9.14	0.00		6.00	0.00	1.83	0.00	9.74	0.00			
8	2.064	27-383027-0 SCHWAN'S FOOD MANUFACTURING	413,907.12	0.00	0.00	1,274.50	166.0829	211,672.64	152.66	9.14	1,394.55	296.89	6.00	1,782.17	276.50	1.83	505.17	316.00	9.74	3,079.10	
	MMU	135,730.27					190,379.03			0.00		0.00									
	WWTF						158,844.93														
	City						3,688.89			0.00		0.00									
	SWMU						22,620.67														

904,524.11

PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD
RECONSTRUCTION PROJECT
Per D&G Bid 06/06/2018 & \$5,700 Residential Max
RESOLUTION NUMBER _____, SS - MARCH 26, 2019

PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT Per D&G Bid 06/06/2018 & \$5,700 Residential Max RESOLUTION NUMBER _____, SS - MARCH 26, 2019			6" Install Sidewalk/S.F. 0.00			Storm Sewer/S.F. 0.0000			Sanitary/WYE 304.5000			Sanitary/6" PIPE 48.7200			Sanitary/8" PIPE 54.8100			Sanitary/Svc	
Map No.	Parcel Number	Owner	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-Wye	Rate/Wye	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Service	Rate/Service
1	2.048	27-383006-0 (original after split) SCHWAN'S SALES ENTERPRISES INC		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000
1.1	2.048	27-383006-1 (new parcel after split) PETE, LLC		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000
2	2.060	27-383015-0 SFC GLOBAL SUPPLY CHAIN INC		0.00	0.00		0.0000	0.00	2.00	304.5000	609.00	35.00	48.7200	1,705.20	35.00	54.8100	1,918.35		0.0000
3	2.061	27-383017-0 SCHWAN'S SHARED SERVICES LLC		0.00	0.00		0.0000	0.00	1.00	304.5000	304.50	35.00	48.7200	1,705.20		54.8100	0.00		0.0000
4	2.063	27-383019-0 SCHWAN'S FOOD MANUFACTURING		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000
5	2.062	27-383020-0 JACKSON ACQUISITION CORP		0.00	0.00		0.0000	0.00	1.00	304.5000	304.50	35.00	48.7200	1,705.20		54.8100	0.00		0.0000
6	2.059	27-383022-0 SFC GLOBAL SUPPLY CHAIN INC		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000
7	2.057	27-383023-0 RALCO PRODUCTS INC		0.00	0.00		0.0000	0.00		304.5000	0.00		48.7200	0.00		54.8100	0.00		0.0000
8	2.064	27-383027-0 SCHWAN'S FOOD MANUFACTURING		0.00	0.00		0.0000	0.00	1.00	304.5000	304.50		48.7200	0.00	65.00	54.8100	3,562.65		0.0000
	MMU																		
	WWTF										365.40			0.00			0.00		
	City	0.00																	
	SWMU	43,291.01																	

PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT Per D&G Bid 06/06/2018 & \$5,700 Residential Max RESOLUTION NUMBER _____, SS - MARCH 26, 2019				0.0000 Total	Original TOTAL Assessment using \$166.08/LF	B	C	Recommended STREET Assessment (Least of A, B, or C)	Recommended TOTAL Assessment	Difference TOTAL Assessment
Map No.	Parcel Number	Owner	Maximum STREET Assessable Amount 2.a.(1)(b)			Maximum STREET Assessable Amount 2.a.(2)(a)				
1	2.048	27-383006-0 (original after split)	SCHWAN'S SALES ENTERPRISES INC	0.00	54,414.50	130,849.77	35,133.02	35,133.02	35,720.06	(18,694.44)
1.1	2.048	27-383006-1 (new parcel after split)	PETE, LLC	0.00	44,051.40	72,969.12	28,401.27	28,401.27	28,938.95	(15,112.45)
2	2.060	27-383015-0	SFC GLOBAL SUPPLY CHAIN INC	0.00	107,587.94	248,788.58	66,125.09	66,125.09	72,402.46	(35,185.47)
3	2.061	27-383017-0	SCHWAN'S SHARED SERVICES LLC	0.00	25,261.30	22,842.86	15,176.25	15,176.25	17,185.95	(8,075.35)
4	2.063	27-383019-0	SCHWAN'S FOOD MANUFACTURING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	2.062	27-383020-0	JACKSON ACQUISITION CORP	0.00	98,548.08	44,444.27	62,276.82	44,444.27	47,577.73	(50,970.35)
6	2.069	27-383022-0	SFC GLOBAL SUPPLY CHAIN INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	2.067	27-383023-0	RALCO PRODUCTS INC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8	2.064	27-383027-0	SCHWAN'S FOOD MANUFACTURING	0.00	222,300.78	235,927.06	138,158.07	138,158.07	148,786.21	(73,514.57)
	MMU				326,109.29	190,379.03	190,379.03	190,379.03	326,109.29	0.00
	WWTF	138,232.65			297,442.97	158,844.93	158,844.93	158,844.93	297,442.97	0.00
	City				3,688.89	(223,142.18)	187,408.96	205,241.52	205,241.52	201,552.63
	SWMU				65,911.67	22,620.67	22,620.67	22,620.67	65,911.67	0.00
					1,245,316.82	904,524.11	904,524.11	904,524.11	1,245,316.82	0.00

COST BREAKDOWN
PROJECT Z67: MICHIGAN ROAD/SUPERIOR ROAD RECONSTRUCTION PROJECT
CITY OF MARSHALL, MINNESOTA
Per D&G Bid 06/06/2018 & \$5,700 Residential Max

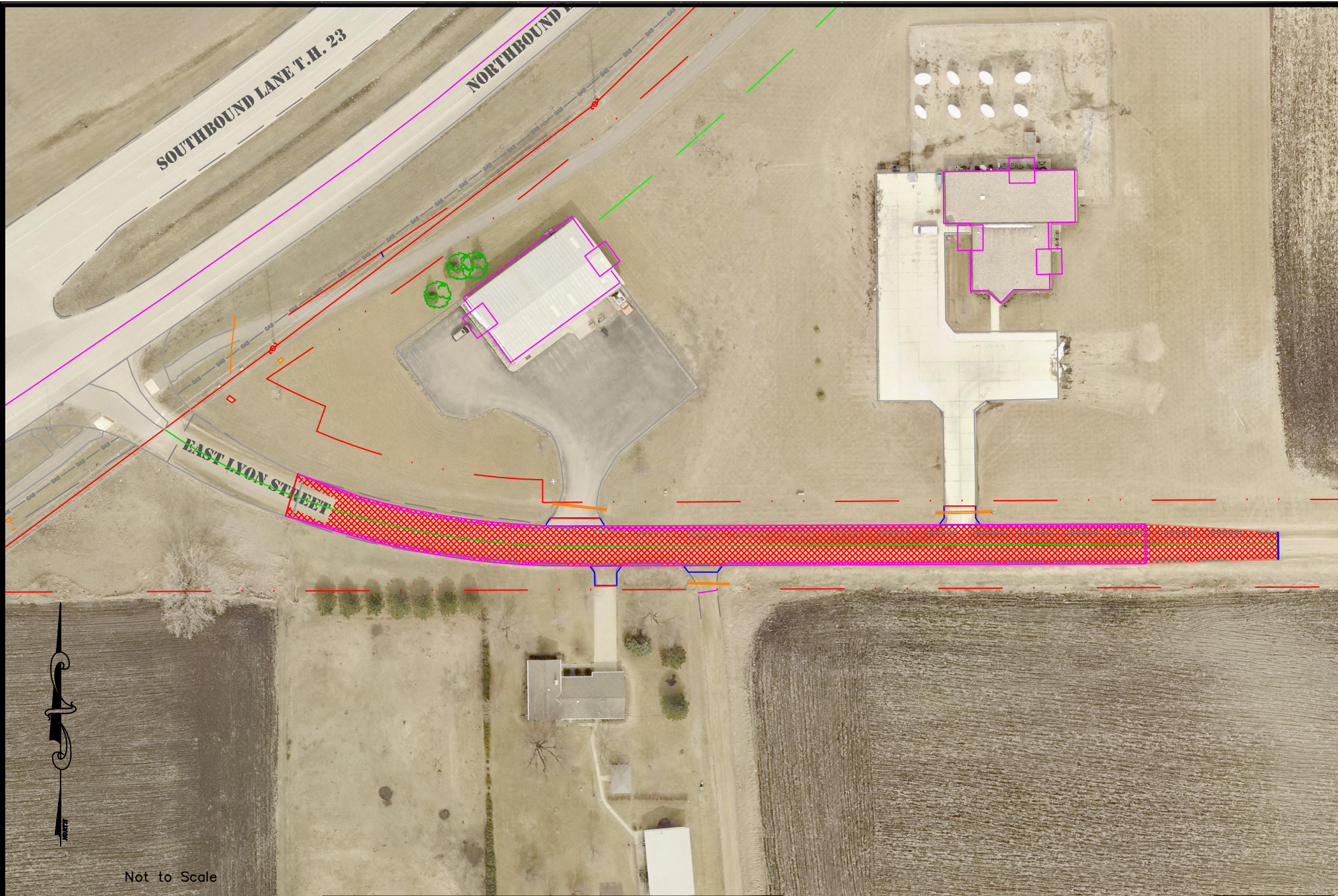
ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$150,717	\$12,119	\$138,598				
WATERMAIN	\$135,730	\$0		\$135,730			
STORM SEWER	\$43,291	\$0				\$43,291	
DRIVEWAY	\$6,517	\$6,517		\$0			\$0
SIDEWALK	\$4,537	\$4,537					\$0
STREET	\$904,524	\$327,438	\$158,845	\$190,379	\$0	\$22,621	\$205,242
TOTALS	\$1,245,317	\$350,611	\$297,443	\$326,109	\$0	\$65,912	\$205,242
% PARTICIPATION	100.0%	28.2%	23.9%	26.2%	0.0%	5.3%	16.5%

CONTRACT AMOUNT	1,022,427.60
CONTINGENCIES	51,121.38 ^{5%}
	1,073,548.98
ENG. & ADMIN.	171,767.84 ^{16%}
	1,245,316.82



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Project Z69: East Lyon Street Reconstruction Project – 1) Public Hearing on Improvement.
Background Information:	<p>The project consists of the reconstruction of East Lyon Street from TH 23 east approximately 800 feet to near the city limits.</p> <p>Property owners affected by the above-referenced project have been notified, according to law, that a hearing would be held on March 26, 2019. A public presentation will be made followed by any discussion. An informational meeting was held on March 19, 2019 11 am at City Hall. Information regarding project scope and calculations of proposed assessments was provided to all those in attendance.</p>
Fiscal Impact:	<p>The engineer's estimate for the construction portion of the project is \$180,400. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$230,190.</p> <p>All improvements will be assessed according to the current Special Assessment Policy including any variations of assessments deemed necessary by the City Council, including but not limited to participation from Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council close the public hearing on improvement for Project Z69: East Lyon Street Reconstruction Project.



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

269 East Lyon Street

30

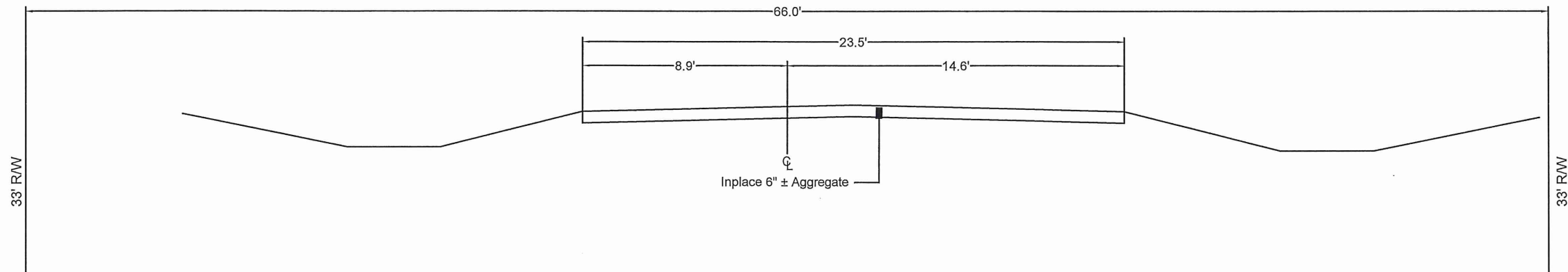
Proposed Grading & Paving Area

DATE
1/17/19

SHEET NO.
1 OF 1

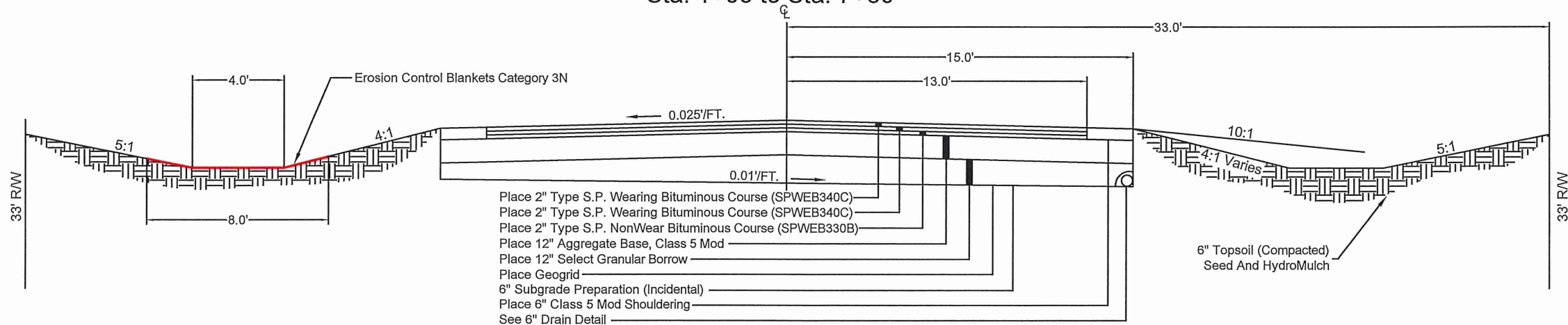
Existing Typical Section

East Lyon Street
Sta. 1+05 to Sta. 7+60



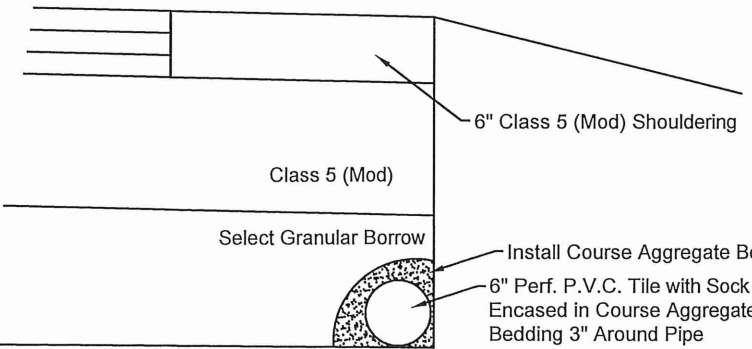
Proposed Typical Section

East Lyon Street
Sta. 1+05 to Sta. 7+60



- Place 2" Type S.P. Wearing Bituminous Course (SPWEB340C)
- Place 2" Type S.P. Wearing Bituminous Course (SPWEB340C)
- Place 2" Type S.P. NonWear Bituminous Course (SPWEB330B)
- Place 12" Aggregate Base, Class 5 Mod
- Place 12" Select Granular Borrow
- Place Geogrid
- 6" Subgrade Preparation (Incidental)
- Place 6" Class 5 Mod Shouldering
- See 6" Drain Detail

6" Topsoil (Compacted)
Seed And HydroMulch



6" DRAIN DETAIL
NOT TO SCALE



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

East Lyon Grading and Paving

Proposed Typical Section She

31

REVISIONS

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

DATE 3/12/19 LICENSE NO. 41557

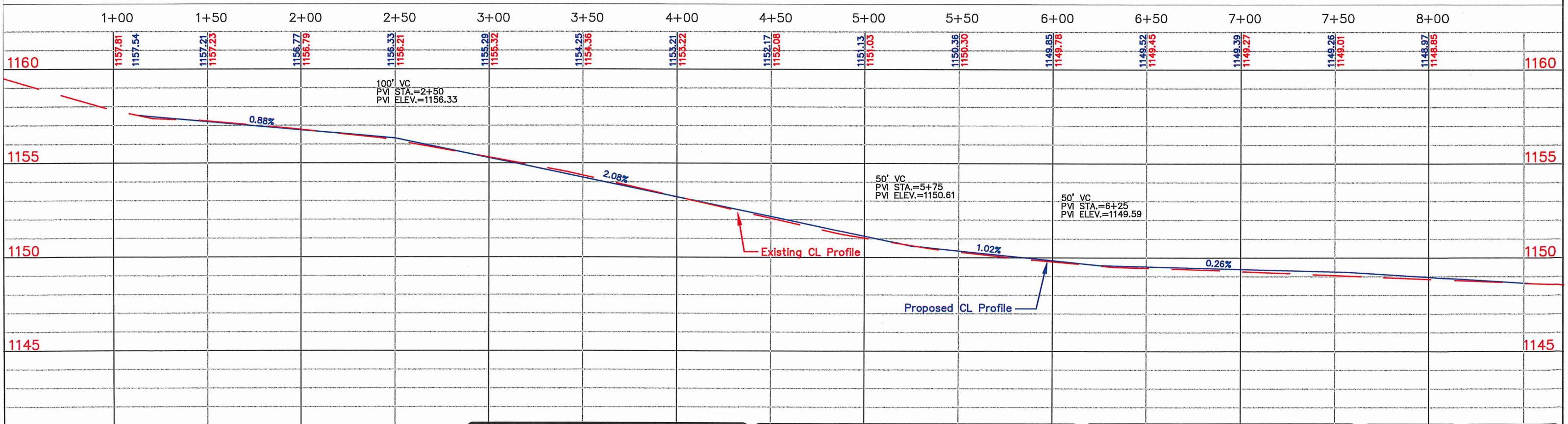
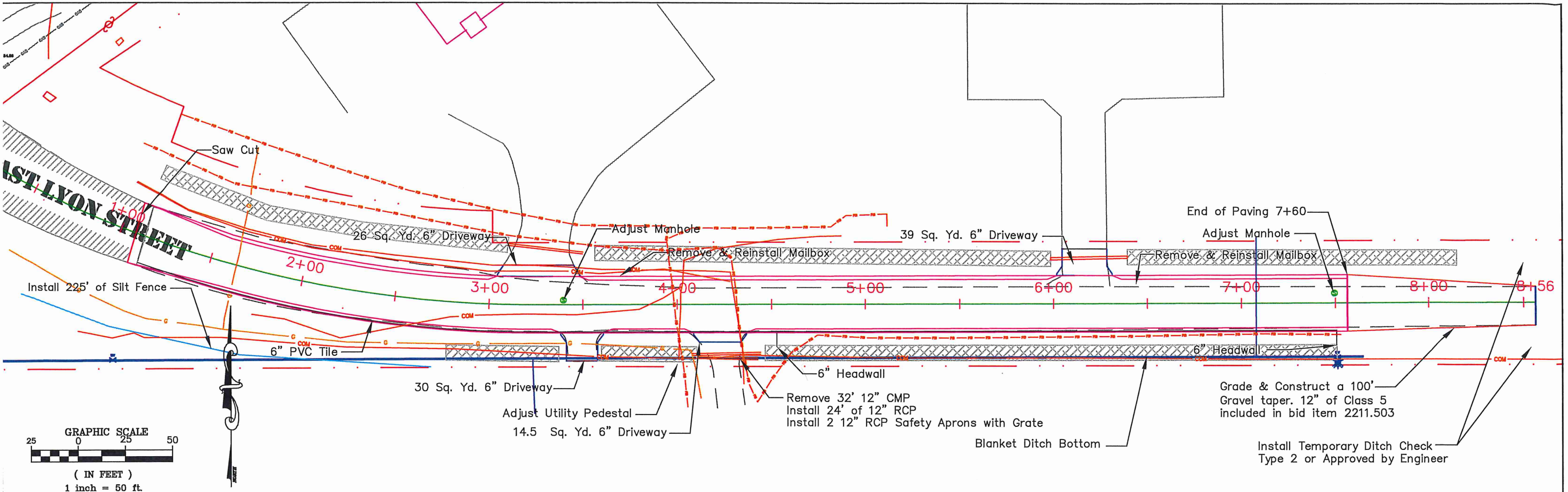
DATE
01/14/2019

DRAWN BY G.J.S.

Not to Scale

PROJECT NO.
Z-69

SHEET NO.
4 of 9





CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

East Lyon Street

32

Plan and Profile Sheet

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

DATE 3/12/19 LICENSE NO. 41557

DATE 12/03/18

DESIGNED BY

DRAWN BY G.J.S.

CHECKED BY

PROJECT NO. Z69

SHEET NO. 7 of 9



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Project Z69: East Lyon Street Reconstruction Project – 2) Resolution Ordering Improvement and Preparation of Plans.
Background Information:	<p>The project consists of the reconstruction of East Lyon Street from TH 23 east approximately 800 feet to near the city limits.</p> <p>If the City Council decides to proceed with the project, the attached resolution has been prepared ordering the improvement and the preparation of plans.</p>
Fiscal Impact:	<p>The engineer's estimate for the construction portion of the project is \$180,400. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$230,190.</p> <p>All improvements will be assessed according to the current Special Assessment Policy including any variations of assessments deemed necessary by the City Council, including but not limited to participation from Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER XXXX, SECOND SERIES, which is the Resolution Ordering Improvement and Preparation of Plans" for Project Z69: East Lyon Street Reconstruction Project.

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION ORDERING IMPROVEMENT
AND PREPARATION OF PLANS

WHEREAS, a resolution of the City Council adopted the 12th day of March, 2019, fixed a date for a Council hearing for proposed improvements under the following project:

Project Z69: East Lyon Street Reconstruction Project – The project consists of the reconstruction of East Lyon Street from TH 23 east approximately 800 feet to near the city limits.

AND WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 26th day of March, 2019, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution receiving the Feasibility Report adopted the 12th day of March, 2019.
3. Glenn J. Olson, P.E. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

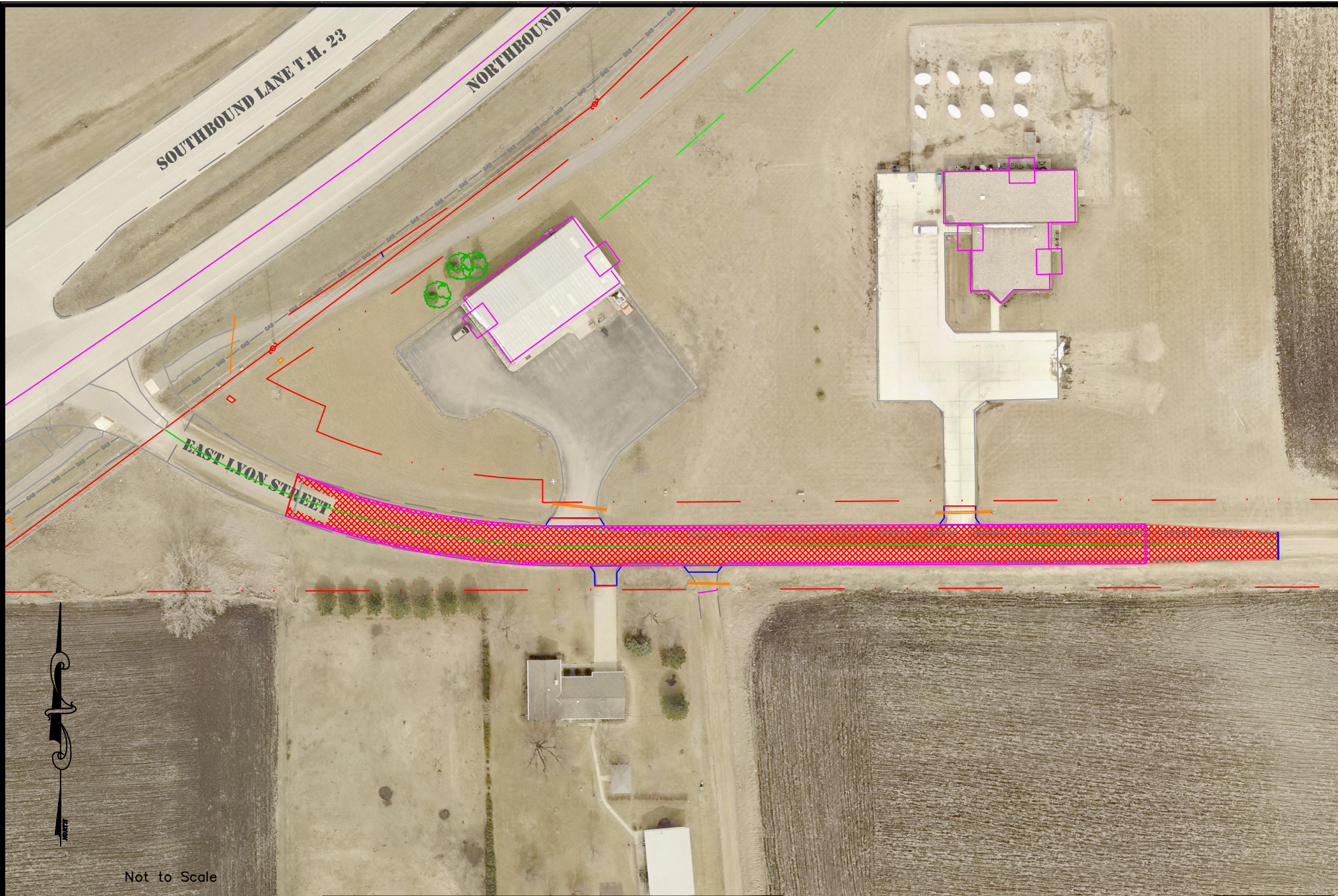
Passed and adopted by the Council this 26th day of March, 2019.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Director of Public Works/City Engineer Glenn J. Olson, P.E.



Not to Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

269 East Lyon Street

35

Proposed Grading & Paving Area

DATE
1/17/19

SHEET NO.
1 OF 1



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Project Z69: East Lyon Street Reconstruction Project – 3) Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
Background Information:	<p>The project consists of the reconstruction of East Lyon Street from TH 23 east approximately 800 feet to near the city limits.</p> <p>The plans and specifications have been prepared by City staff for the above-referenced project. If the City Council decides to proceed with this project, a resolution has been prepared approving the plans and specifications and ordering advertisement for bids.</p>
Fiscal Impact:	<p>The engineer's estimate for the construction portion of the project is \$180,400. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$230,190.</p> <p>All improvements will be assessed according to the current Special Assessment Policy including any variations of assessments deemed necessary by the City Council, including but not limited to participation from Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER XXXX, which is the "Resolution Approving Plans and Specifications and Ordering Advertisement for Bids" for Project Z69: East Lyon Street Reconstruction Project.

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a resolution passed by the council on March 26, 2019, the City Engineer has prepared plans and specifications under the following project in the following location and has presented such plans and specifications to the Council for approval.

Project Z69: East Lyon Street Reconstruction Project – The project consists of the reconstruction of East Lyon Street from TH 23 east approximately 800 feet to near the city limits.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official newspaper, the *Marshall Independent*, in *Finance & Commerce*, on the City of Marshall website, eGram, and on the Mn/DOT eAdvert website, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published two times in the *Marshall Independent*, one time in *Finance & Commerce*, and continuously on the City of Marshall website, eGram and the Mn/DOT eAdvert website until the date of bid opening, shall specify the work to be done, shall state the date, time and place that the bids will be received by the City Clerk, which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and Director of Public Works/City Engineer, will then be tabulated, and date, time and place time that the bids will be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for 10 percent of the amount of such bid.

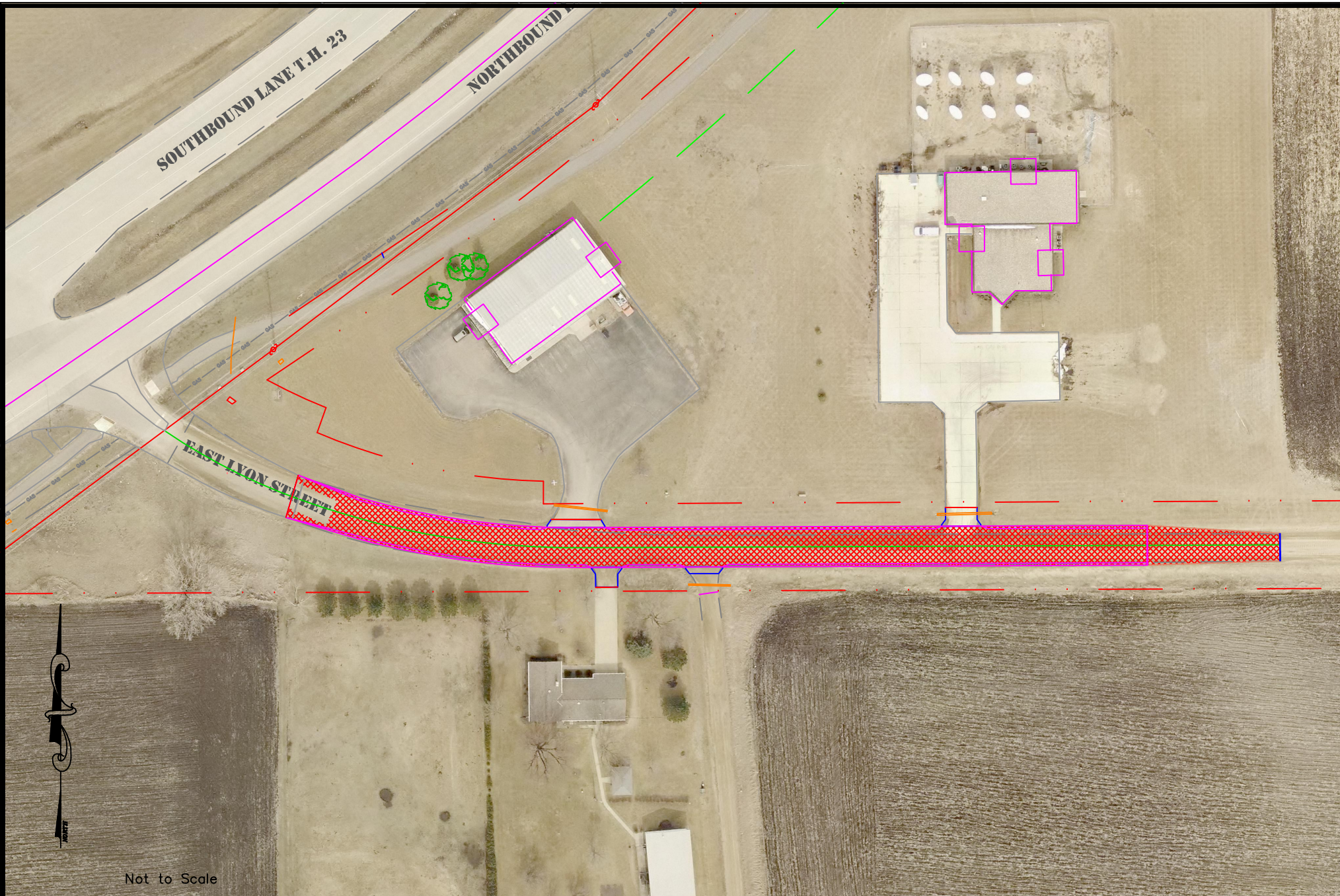
Passed and adopted by the Council this 26th day of March, 2019.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Director of Public Works/City Engineer Glenn J. Olson, P.E.



Not to Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

269 East Lyon Street

38

Proposed Grading & Paving Area

DATE
1/17/19

SHEET NO.
1 OF 1



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Project Z74: Huron Road/Superior Road Reconstruction Project – 1) Public Hearing on Improvement.
Background Information:	<p>The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.</p> <p>Property owners affected by the above-referenced project have been notified, according to law, that a hearing would be held on March 26, 2019. A public presentation will be made followed by any discussion. An informational meeting was held on March 18, 2019 at 3 pm at City Hall. Information regarding project scope and calculations of proposed assessments was provided to all those in attendance.</p>
Fiscal Impact:	<p>The engineer's estimate for the construction portion of the project is \$1,038,787. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$1,325,490.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council close the public hearing on improvement for Project Z74: Huron Road/Superior Road Reconstruction Project.



Not to Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Z74 Huron & Superior

Proposed Reconstruction & Utilities

DATE
1/17/

SHEET NO.

1 OF 1

40

1507

1-12"X6" TEE
1-6" G.V. & BOX
1-HYDRANT
20'-6" PVC PIPE

1-72" STMH
23'-16" PVC STORM PIPE
2-CATCH BASINS
42'-16" PVC STORM PIPE

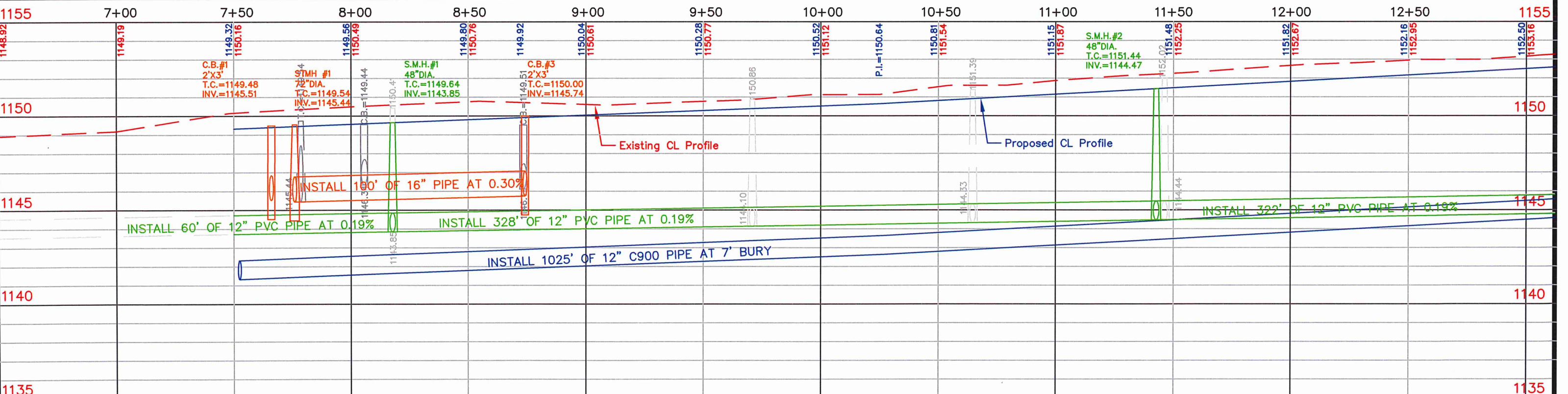
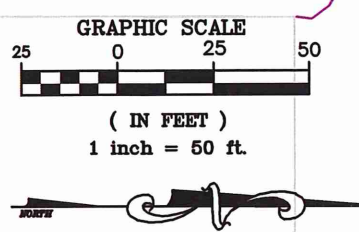
SUPERIOR ROAD

1603

1-12" G.V. & BOX

1-12"X6" WYE
35'-6" PVC PIPE

ROAD



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Superior Road Reconstruct

Plan and Profile Sheet

41

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

DATE _____ LICENSE NO. 41557

DATE
01/25/2019

DESIGNED BY
DRAWN BY G.J.S.
CHECKED BY

PROJECT NO.
Z74

SHEET NO.
21 OF 24

1603

- 1-12"x8" TEE
- 1-8" G.V. & BOX
- 3-8" 45° BENDS
- 1-8" SLEEVE
- 47'-8" PVC PIPE
- 1-12"x6" WYE
- 35'-6" PVC PIPE
- 1-12"x6" TEE
- 1-6" G.V. & BOX
- 1-HYDRANT
- 14'-6" PVC PIPE

8" CAPPED LINE

- 1-12"x8" REDUCER
- 1-8" G.V. & BOX
- 1-8"x8" TEE
- 2-8" SLEEVE
- 15'-8" PVC PIPE
- 1-12"x6" TEE
- 1-6" G.V. & BOX
- 1-HYDRANT
- 14'-6" PVC PIPE

2+00

13+00

14+00

15+00

16+00

17+00

18+00

SUPERIOR ROAD



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

1604

- 1-12"x6" TEE
- 1-6" G.V. & BOX
- 3-6" 45° BENDS
- 1-6" SLEEVE
- 47'-6" PVC PIPE
- CONNECT TO EXISTING G.V.

- 1-12"x6" WYE
- 35'-6" PVC PIPE

- CONNECT TO EXISTING
12", 12" & 8" SANITARY (1)
- 1-8"x8" Tee
- 2-8" SLEEVE
- 2-8" G.V. & BOX
- 15'-8" PVC PIPE

12+50

13+00

13+50

14+00

14+50

15+00

15+50

16+00

16+50

17+00

17+50

18+00

1155

1150

1145

1140

1135

1155

1150

1145

1140



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Superior Road Reconstruct

Plan and Profile Sheet

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

DATE _____ LICENSE NO. 41557

DATE
01/25/2019

PROJECT NO.
Z74

DESIGNED BY
DRAWN BY G.J.S.
CHECKED BY

SHEET NO.
22 OF 24



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Project Z74: Huron Road/Superior Road Reconstruction Project – 2) Resolution Ordering Improvement and Preparation of Plans.
Background Information:	<p>The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.</p> <p>If the City Council decides to proceed with the project, the attached resolution has been prepared ordering the improvement and the preparation of plans.</p>
Fiscal Impact:	<p>The engineer's estimate for the construction portion of the project is \$1,038,787. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$1,325,490.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER XXXX, SECOND SERIES, which is the Resolution Ordering Improvement and Preparation of Plans" for Project Z74: Huron Road/Superior Road Reconstruction Project.

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION ORDERING IMPROVEMENT
AND PREPARATION OF PLANS

WHEREAS, a resolution of the City Council adopted the 12th day of March, 2019, fixed a date for a Council hearing for proposed improvements under the following project:

Project Z74: Huron Road/Superior Road Reconstruction Project – The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.

AND WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 26th day of March, 2019, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution receiving the Feasibility Report adopted the 12th day of March, 2019.
3. Glenn J. Olson, P.E. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

Passed and adopted by the Council this 26th day of March, 2019.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Director of Public Works/City Engineer Glenn J. Olson, P.E.



Not to Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Z74 Huron & Superior

Proposed Reconstruction & Utilities

DATE
1/17/

SHEET NO.

1 OF 1

46



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Project Z74: Huron Road/Superior Road Reconstruction Project – 3) Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
Background Information:	<p>The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.</p> <p>The plans and specifications have been prepared by City staff for the above-referenced project. If the City Council decides to proceed with this project, a resolution has been prepared approving the plans and specifications and ordering advertisement for bids.</p>
Fiscal Impact:	<p>The engineer's estimate for the construction portion of the project is \$1,038,787. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$1,325,490.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of the project must include determination of funding sources.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER XXXX, which is the "Resolution Approving Plans and Specifications and Ordering Advertisement for Bids" for Project Z74: Huron Road/Superior Road Reconstruction Project.

RESOLUTION NUMBER _____, SECOND SERIES

RESOLUTION APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a resolution passed by the council on March 26, 2019, the City Engineer has prepared plans and specifications under the following project in the following location and has presented such plans and specifications to the Council for approval.

Project Z74: Huron Road/Superior Road Reconstruction Project – The project consists of watermain replacement on Huron Road between Superior Road and TH 59 and reconstruction on Superior Road from Huron Road to CSAH 33. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on Superior Road and watermain replacement only on Huron Road.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official newspaper, the *Marshall Independent*, in *Finance & Commerce*, on the City of Marshall website, eGram, and on the Mn/DOT eAdvert website, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published two times in the *Marshall Independent*, one time in *Finance & Commerce*, and continuously on the City of Marshall website, eGram and the Mn/DOT eAdvert website until the date of bid opening, shall specify the work to be done, shall state the date, time and place that the bids will be received by the City Clerk, which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and Director of Public Works/City Engineer, will then be tabulated, and date, time and place time that the bids will be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for 10 percent of the amount of such bid.

Passed and adopted by the Council this 26th day of March, 2019.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Director of Public Works/City Engineer Glenn J. Olson, P.E.



Not to Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Z74 Huron & Superior

Proposed Reconstruction & Utilities

DATE
1/17/

SHEET NO.

1 OF 1

49



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approval of Consent Agenda
Background Information:	
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	the following consent agenda items be approved as presented.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Resolution regarding FCC Form 394 – Consent to Assignment or Transfer of Control of Cable Television Franchise
Background Information:	<p>On January 23, 2019, Clarity Telecom, doing business as Vast Broadband, submitted to the City Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise. Pursuant to Minnesota state law and the City's Franchise, this proposed change of control is prohibited without the written consent of the City. Federal law provides the City with a period of one hundred twenty (120) days to examine the legal, technical and financial qualifications of the proposed transferee – Python Intermediate II, LLC ("Python"). Under Federal law, if the one hundred twenty (120) days expires without action by the City, the Application is deemed granted. Given that Clarity will retain control of the Franchise as the "Grantee" following completion of the proposed transaction Moss & Barnett's review does not address the legal and technical qualifications of Clarity, but rather focuses solely on the financial qualifications as directed by the City.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	None suggested.
Recommendations:	Staff recommends approval of resolution as presented.

MEMORANDUM

To: Scott VanDerMillen, City of Marshall, Minnesota
From: Brian T. Grogan and Erik L. Romsaas
Date: March 5, 2019
Re: FCC Form 394 – Clarity Telecom, LLC

INTRODUCTION

Clarity Telecom, LLC ("Clarity") submitted to the City FCC Form 394 ("Form 394") - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise ("Application"). Moss & Barnett has been retained by a number of jurisdictions, including the City, to review the Application.

Pursuant to Minnesota state law and the City's Franchise, this proposed change of control is prohibited without the written consent of the City. Federal law provides the City with a period of one hundred twenty (120) days to examine the legal, technical and financial qualifications of the proposed transferee – Python Intermediate II, LLC ("Python"). Under Federal law, if the one hundred twenty (120) days expires without action by the City, the Application is deemed granted. Given that Clarity will retain control of the Franchise as the "Grantee" following completion of the proposed transaction Moss & Barnett's review does not address the legal and technical qualifications of Clarity, but rather focuses solely on the financial qualifications as directed by the City.

FINANCIAL QUALIFICATIONS

Attached hereto please find Moss & Barnett's summary of the financial qualifications regarding Clarity's Application.

RESOLUTION REGARDING THE PROPOSED TRANSACTION

Also, attached hereto please find Moss & Barnett's proposed Resolution approving the transaction for the City's review and consideration.

If the City adopts the proposed Resolution, please forward one executed original of the Resolution to my attention at the address below. I will obtain the required signatures and return a fully executed document to the City.

~ END OF MEMO ~

4607288v1

FINANCIAL QUALIFICATIONS

I. SCOPE OF REVIEW

PC III CTH Holdings, L.P., a Delaware limited partnership (“PC Holdco”), owns Clarity Telecom Holdings, LLC, a Delaware limited liability company, (“Clarity Holdings”) which is the 100% owner of Clarity Telecom, LLC, a Delaware limited liability company, (“Clarity”) the current holder of the cable television franchises (hereinafter referred to as the “Franchise Agreement”) granted by the Cities (collectively referred to herein as the “City”). Under the Franchise Agreement, Clarity operates cable television systems (the “System”) that provide cable services and other communication services in the City. PC Holdco has requested the City’s approval of the proposed pro forma transfer of control of Clarity Holdings and Clarity to Python Intermediate II, LLC, a Delaware limited liability company (“Python II”).

At the request of the City, Moss & Barnett, PA has reviewed selected financial information that was provided by Clarity or publicly available to assess the financial qualifications of Clarity.

The financial information that was provided or available through other public sources and to which our review has been limited, consists solely of the following financial information (hereinafter referred to collectively as the “Financial Statements”):

1. FCC Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” dated January 23, 2019, provided by PC Holdco (the “Application”), along with such other exhibits as provided therewith, with include the financial statements of Clarity; and
2. Such other information as is publicly available.

Our procedure is limited to providing a summary of our analysis of the Financial Statements in order to facilitate the City’s assessment of the financial capabilities of Python II to control and operate the System in the City. We have not requested any additional financial information from Python II or Clarity other than what was provided as part of the Application and what is available publicly.

II. OVERVIEW OF TRANSACTION

Through a series of mergers and other transactions pursuant to an Agreement and Plan of Merger dated as of December 24, 2018 (the “Transaction Agreement”) attached to the Application, Python II will own all of the equity interests of Clarity Holdings and, therefore, Clarity (the “Transaction”).¹ Clarity Holdings will continue to own Clarity, which will continue to provide service to existing subscribers.²

Clarity will continue to hold the Franchise with the City and continue to provide subscriber communication services pursuant to the current Franchise Agreement with the City, without interruption, or changes in rates, terms or conditions.³ Additionally, Clarity’s management team will not change as a result of the Transaction.⁴

¹ FCC Form 394 “Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise” dated January 23, 2019, provided by PC III CTH Holdings, L.P. (the “Application”) at Exhibit I.I.2.

² Id.

³ Application at Exhibit IV.

⁴ Id.

III. OVERVIEW OF CLARITY

Clarity, doing business as Vast Broadband, is a broadband/cable company providing high-speed internet, cable television and digital telephone services for residential and business customers in South Dakota, northwestern Iowa and southwestern Minnesota.⁵

Cable providers and telecommunication companies operate in a competitive environment and the financial performance of cable television operators, like Clarity, are subject to many factors, including, but not limited to, the general business conditions, programing costs, incumbent operators, digital broadcast satellite service, technology advancements, burdensome service contracts, and customer preferences, as well as competition from multiple sources. The cable business is inherently capital intensive, requiring capital for the construction and maintenance of its communications systems. Each of these factors could have a significant financial impact on Clarity and its ability to continue to operate the System.

IV. FINDINGS

As part of our review, we have analyzed the Financial Statements, including the historical financial statements of Clarity.

1. **Analysis of Financial Statements.** Federal law and FCC regulations provide franchising authorities, such as the City, with limited guidance concerning the evaluation of the financial qualifications of an applicant for a cable franchise. In evaluating the financial capabilities of a cable operator, we believe it is appropriate to consider the performance of an applicant based on the applicant's historical performance plus its projected or budgeted financial information along with its financial capabilities (financing). We believe a general review of the historical Clarity financial information may provide some insight into its general financial operations, but we note that there are many unanswered questions regarding Clarity's operations going forward.

The Clarity financial information discussed below includes all of Clarity's operations. We have analyzed historical financial statements as of November 30, 2018, December 31, 2017 and 2016 in providing the information in this section.

2. Specific Financial Statement Data and Analysis.

(a) **Assets.** Clarity had (i) current assets of \$21.938 million, \$17.033 million and \$12.544 million and (ii) total assets of \$242.352 million, \$243.820 million, and \$270.903 million, as of November 30, 2018, December 31, 2017 and 2016 and November 30, 2018, respectively.⁶

(b) **Liabilities.** Clarity had (i) current liabilities of \$11.446 million, \$12.098 million and \$13.257 million; and (ii) long term debt of \$159.431, million, \$159.636 million, and \$185.815 million, as of November 30, 2018, December 31, 2017 and 2016, respectively.⁷

(c) **Income and Expense.** Clarity reported (i) revenue of \$77.335 million, \$84.579 million and \$83.189 million; (ii) operating expenses of \$67.764 million, \$73.362 million and \$72.256 million; and (iii) operating income of \$9.571 million, \$11.217 million and \$10.933 million for the year ending November 30, 2018, December 31, 2017 and 2016, respectively.⁸

⁵ <https://www.vastbroadband.com/about-vast/>.

⁶ Financial Statements at p. 4.

⁷ Id.

⁸ Financial Statements at p. 5.

Clarity posted net earnings of \$0.255 million and an overall net loss of \$1.827 million for the year ending December 31, 2017 and 2016.⁹

V. SUMMARY

Using the FCC Form 394 to establish an absolute minimum standard of financial qualifications that a proposed applicant must demonstrate in order to be qualified as the successor operator of the System, Clarity has the burden of demonstrating to the City's satisfaction that Clarity has "sufficient net liquid assets on hand or available from committed resources" to consummate the transaction and operate the System, together with its existing operations, for three (3) months. This minimum standard is not easy to apply to the complex organizational structure of Clarity and its owners, which include various entities and investment funds.

Based solely on Clarity's financial information that we reviewed and limited strictly to the financial information analyzed in conducting this review, we do not believe that Clarity's request for transfer of the System from one indirectly wholly-owned subsidiary to another indirectly wholly-owned subsidiary can reasonably be denied based solely on a lack of financial qualifications of Clarity.

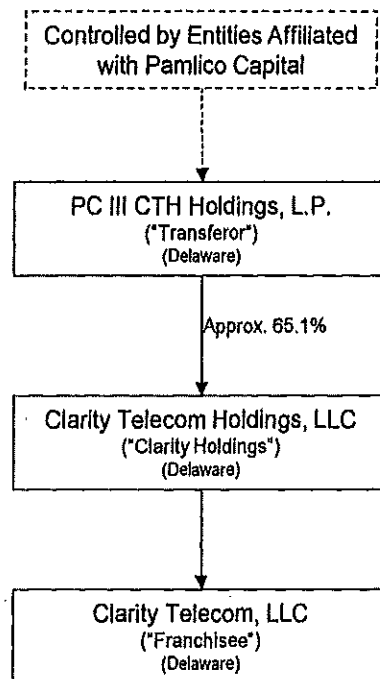
In the event the City elects to proceed with approving the proposed transfer of control, the assessment of Clarity's financial qualifications should not be construed in any way to constitute an opinion as to the financial capability or stability of Clarity to (i) operate under the Franchise Agreement, (ii) operate its other operations, or (iii) successfully consummate the transaction as contemplated in the Transaction Agreement. The sufficiency of the procedures used in making an assessment of Clarity's financial qualifications and its capability to remain the parent of the operator of the System is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures used either for the purpose for which this analysis of financial capabilities and qualifications was requested or for any other purpose.

Lastly, in order to ensure compliance with its obligations to operate the System and since we have continued to base a significant part of our analysis on the Financial Statements of Clarity, we recommend that the City maintain any performance bonds or corporate parent guaranty required under any City Franchise Agreement.

⁹ Id.

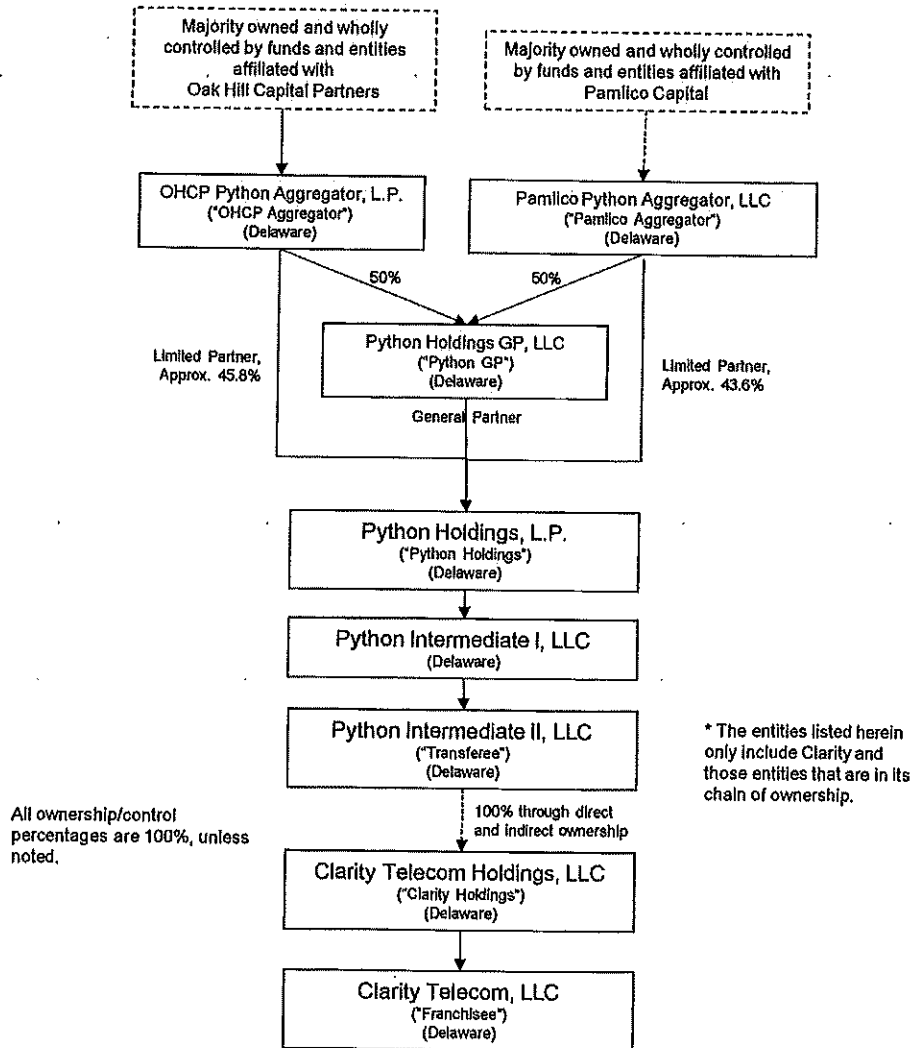
Current Control of Clarity*

* The entities listed herein only include Clarity and those entities that are in its chain of ownership.



All ownership/control percentages are 100%, unless noted.

Post-Transaction Control of Clarity*



RESOLUTION NO. _____

**APPROVING THE PROPOSED TRANSFER OF THE
CABLE FRANCHISE CURRENTLY HELD BY CLARITY TELECOM, LLC**

WHEREAS, Clarity Telecom, LLC, d/b/a Vast Broadband (collectively hereinafter referred to as "Grantee"), currently holds a cable television franchise ("Franchise") granted by the City of Marshall, Minnesota ("City").

WHEREAS, Grantee owns, operates and maintains a cable television system in the City ("System") pursuant to the terms of the Franchise.

WHEREAS, the City received from Grantee, Federal Communications Commission Form 394 - Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise, ("Application") dated January 23, 2019.

WHEREAS, federal law and the terms of the Franchise require that the City take action to consider the Application within one hundred twenty (120) days of the date of receipt, or on or before May 23, 2019.

WHEREAS, Section 9.5(a) of the Franchise requires the City's advance written consent prior to the Grantee's transfer of the Franchise.

WHEREAS, the Application includes a copy of an Agreement and Plan of Merger, dated December 24, 2018, ("Agreement") that provides for the acquisition of Grantee's assets, including the Franchise.

WHEREAS, under the Agreement Python Intermediate II, LLC ("Python") will acquire one hundred percent (100%) of the Grantee's assets which include the Franchise ("Transaction").

WHEREAS, as a result of the proposed Transaction Grantee and Python have requested consent from the City to the proposed transfer of the Franchise.

WHEREAS, the City has reviewed the proposed Transaction, and the legal, technical, and financial qualifications of the Grantee.

WHEREAS, based on information provided by Grantee and Python, and on the information received by the City, the City has elected to approve the proposed Transaction subject to certain conditions as set forth herein.

NOW, THEREFORE, the City of Marshall, Minnesota hereby resolves as follows:

1. All of the above recitals are hereby incorporated by reference as if fully set forth herein.
2. The Franchise is in full force and effect and Grantee is the lawful holder of the Franchise.
3. The City is not presently aware of any default by Grantee to comply with the terms, conditions, requirements, and obligations set forth in the Franchise, notwithstanding such, the City's approval of the Transaction shall in no way be deemed a representation by the City that Grantee, or its successors in interest, are in compliance with the obligations under the Franchise. The City does not waive its rights with respect to Grantee's compliance with the terms,

conditions, requirements, and obligations set forth in the Franchise and other applicable law, including the City's right to compel Grantee, or its successors in interest, to comply with the provisions of the Franchise.

4. Grantee will remain the lawful holder of the Franchise after completion of the Transaction.

5. The City hereby consents and approves of the proposed Transaction subject to:

a. Closing of the Transaction described in information provided to the City by Grantee and Python in Federal Communications Commission Form 394 and related documents.

b. Grantee or Python shall, within thirty (30) days of the date of adoption of this Resolution, fully reimburse City for all of City's reasonable costs and expenses in connection with the City's review of the proposed Transaction, including without limitation, all costs incurred by the City for attorneys retained by City to assist in the review as well as any applicable notice and publication costs ("Reimbursement").

i. The Reimbursement shall not be deemed to be "Franchise Fees" within the meaning of Section 622 of the Cable Act (47 U.S.C. § 542), nor shall the Reimbursement be deemed to be (i) "payments in kind" or any involuntary payments chargeable against the Franchise Fees to be paid to the City by Grantee pursuant to the Franchise.

ii. The Reimbursement shall be considered a requirement or charge incidental to the awarding or enforcing of the Franchise.

6. In the event the proposed Transaction contemplated by the foregoing resolution is not completed, for any reason, the City's consent shall not be effective. If any of the conditions set forth herein are not met, the City's consent to the proposed Transaction shall be null and void and of no effect.

This Resolution shall take effect and continue and remain in effect from and after the date of its passage, approval, and adoption.

Approved by the City of Marshall, Minnesota this _____ day of _____, 2019.

ATTEST:

CITY OF MARSHALL, MINNESOTA

By: _____

By: _____

Its: _____

Its: _____

ACCEPTANCE AND AGREEMENT

Python Intermediate II, LLC and Clarity Telecom, LLC hereby accept this Resolution No. _____
("Resolution") and agree to be bound by the terms and conditions of this Resolution and the terms and
conditions of the Franchise referenced within the Resolution.

Dated this _____ day of _____ 2019.

PYTHON INTERMEDIATE II, LLC

By: _____

Its: _____

Sworn to before me this _____ day
of _____, 2019.

NOTARY PUBLIC

Dated this _____ day of _____ 2019.

CLARITY TELECOM, LLC

By: _____

Its: _____

Sworn to before me this _____ day
of _____, 2019.

NOTARY PUBLIC



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of Refuse Haulers License for Southwest Sanitation and Waste Management
Background Information:	Attached are copies of the applications for Refuse Haulers for Southwest Sanitation Inc., and Waste Management Inc. These applications have been reviewed and meet the necessary requirements.
Fiscal Impact:	The license fee is \$160.00
Alternative/ Variations:	Not approve these annual license renewals.
Recommendations:	the approval of the annual renewal of the Refuse Haulers License for Southwest Sanitation Inc., and Waste Management, Inc., for the period April 1, 2019 through March 31, 2020 at a fee of \$160.00

GARBAGE/REFUSE HAULERS LICENSE APPLICATION FORM

City of Marshall ~ 344 West Main Street ~ Marshall MN 56258

Phone (507) 537-6763 ~ Fax (507) 537-6830

ANNUAL FEE: \$160.00 (ATTACH TO APPLICATION) Receipt No. _____

LICENSE PERIOD FROM APRIL 1, 2019 TO MARCH 31, 2020

TO COMPLY WITH THE CITY CODE OF THE CITY OF MARSHALL, MINNESOTA,
REGULATING THE LICENSING OF REFUSE HAULERS

NAME OF APPLICANT:

Daniel Thomas Butler
(First) (Full Middle) (Last)

HOME ADDRESS:

Box 402
(RR, P.O. Box or Street)
Marshall MN 56258
(City) (State) (Zip Code)

BUSINESS NAME:

Southwest Sanitation Inc

BUSINESS ADDRESS:

Box 425
(RR, P.O. Box or Street)
Marshall MN 56258
(City) (State) (Zip Code)

PHONE NUMBER:

(507) 829-8950 (507) 532-4500
(Home) (Business)

REFERENCES:

1) City of Marshall
(Name)
344 W Main St
(Address)

2) Lyon County
(Name)
504 Fairgrounds Rd
(Address)

VEHICLE

INSURANCE POLICY:

(Certificate required)

Jason Richmond Insurance Advisors
(Name of Agent) (Name of Company)
4-6-18 4-6-19
(Period of Coverage) (Amount of Coverage)
see attached
(Type of Coverage)

Endorsement must provide that said policy shall not be cancelled or terminated without at least ten (10) days notice in writing to the City.

VEHICLES:

Applicant hereby certifies that they have tight packer type vehicles in good condition to prevent loss in transit of liquid or solid cargo, and that the vehicles will be kept clean and free of offensive odors, and will not stand on any street longer than reasonable necessary to collect the garage or refuse.

TYPE OF LICENSE:

☒ Garbage and/or ☒ Refuse (check applicable license type)

TYPE OF EMPLOYMENT:

____ Owner and/or ____ Operator (check applicable license type)

"All items removed by the contractor shall be disposed of in the Lyon County Landfill and in accordance with the Lyon County solid waste plan and Lyon County ordinances."

Signature of Applicant

Daniel Butler

Date

2-26-19

GARBAGE/REFUSE HAULERS LICENSE APPLICATION FORM

City of Marshall ~ 344 West Main Street ~ Marshall MN 56258
Phone (507) 537-6763 ~ Fax (507) 537-6830

ANNUAL FEE: \$160.00 (ATTACH TO APPLICATION) Receipt No. _____

LICENSE PERIOD FROM APRIL 1, 2018 TO MARCH 31, 2019

TO COMPLY WITH THE CITY CODE OF THE CITY OF MARSHALL, MINNESOTA,
REGULATING THE LICENSING OF REFUSE HAULERS

NAME OF APPLICANT: KARYN LYNN Block
(First) (Full Middle) (Last)

HOME ADDRESS: _____
(RR, P.O. Box or Street)

(City) (State) (Zip Code)

BUSINESS NAME: WASTE MANAGEMENT

BUSINESS ADDRESS: 739 BEAVER AVE
(RR, P.O. Box or Street)
MANKATO MN 56001
(City) (State) (Zip Code)

PHONE NUMBER: (507) 344-2221 (507) 344-2234
(Home) (Business)

REFERENCES: 1) _____
(Name)

(Address)
2) _____
(Name)

(Address)

VEHICLE INSURANCE POLICY: LOCKTON COMPANIES / ACE AMERICAN INSURANCE COMPANY
(Certificate required) (Name of Agent) (Name of Company)
1-1-19 1-1-20
(Period of Coverage) (Amount of Coverage)
AUTO LIABILITY \$1,000,000
(Type of Coverage)

Endorsement must provide that said policy shall not be cancelled or terminated without at least ten (10) days notice in writing to the City.

VEHICLES: Applicant hereby certifies that they have tight packer type vehicles in good condition to prevent loss in transit of liquid or solid cargo, and that the vehicles will be kept clean and free of offensive odors, and will not stand on any street longer than reasonable necessary to collect the garage or refuse.

TYPE OF LICENSE: ☒ Garbage and/or ☒ Refuse (check applicable license type)

TYPE OF EMPLOYMENT: ☒ Owner and/or ☒ Operator (check applicable license type)

"All items removed by the contractor shall be disposed of in the Lyon County Landfill and in accordance with the Lyon County solid waste plan and Lyon County ordinances."

Karyn L Block
Signature of Applicant

3-19-19
Date



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to approve Frontline Plus Inc Warning Systems Division contract with the City of Marshall.
Background Information:	<p>The City of Marshall utilizes outdoor warning sirens to provide critical public outdoor emergency warning. This equipment must be well maintained to be working when needed.</p> <p>This contract renewal is March 1st, which is when the current one ends. A copy of the contract and quote are attached.</p> <p>This company, Frontline Warning Systems of Monticello, MN has a service agreement that staff is recommending be adopted to provide for this maintenance.</p> <p>This company is the exclusive vendor for this product and most familiar with keeping this crucial system working.</p>
Fiscal Impact:	The cost for this maintenance agreement is \$2,500; which includes \$2,400 for a \$200 per siren cost for our twelve (12) outdoor warning sirens and \$100 to check the base station to activate the sirens.
Alternative/ Variations:	
Recommendations:	To approve Frontline Plus Inc Warning Systems Division contract with the City of Marshall.

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

Phone #
763-295-3650

frontlineplus@tds.net
www.frontlinewarningsystems.com

Invoice

Date	Invoice #
2/7/2019	12872

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

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

P.O. No.	Terms	Due Date	Rep	Ship Via	FOB	FLP/PO#
Siren Service	Net 30 Days	3/7/2019		AS LISTED		

Item	Description	Qty	Rate	Amount
	This invoice is for FY2019 siren service & maintenance.			
SIREN SERVICE CO...	Annual Siren Contract Service Agreement; To service siren/s as specified in contract between Front Line Plus and city listed. This service agreement will be effective Jan 1, 2019 and will expire on December 31st, 2019.	12	200.00	2,400.00
Base Station Service	Annual Base Station Contract Service Agreement; Inspection within Manufacture Warranty Period. Inspect Base Station, applicable reports, update call keys as/if requested, inspect entire station and provide written report. Any batteries, parts or Out-of-Service repairs will be invoiced separately on as as-needed basis.	1	100.00	100.00

PLEASE PAY FROM THIS INVOICE. Thank You			Subtotal	\$2,500.00
Customer is responsible for any local and state sales tax that may apply.			Sales Tax (6.875%)	\$0.00
			Total	\$2,500.00
			Balance Due	\$2,500.00



8004 Aetna Ave NE Monticello, MN 55362
1-800-879-3177 763-295-3650 (fax)

frontlineplus@tds.net

www.frontlinewarningsystems.com

Annual Service Proposal and Contract for Whelen Outdoor Warning Sirens.

Effective January 1, 2019

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

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

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

Frontline will perform maintenance duties twice during the year under this contract to the owner and/or operator of each individual siren. This contract will carry an annual fee of \$200 for each Whelen Siren. One Spring Service (pre-season) and one Fall Service (post-season) will be completed.

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

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

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

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

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

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

The purchaser of this contract will be billed for the annual contract around March 1st, 2019. The amount billed will be affected upon the total number of sirens requested for maintenance. Each individual siren will carry a charge as listed above; this is a one-time charge per siren per year for year of 2019. With an authorized signature on this form, the contract will begin from date of acceptance or March 1, 2019 (whichever is earlier) and will end January 31th, 2020. The purchaser will be billed before the first maintenance service is performed. If Frontline Warning Systems fails to perform maintenance service or becomes unable to perform duties, the pro-rated amount will be refunded to the purchaser.

A copy of this document with an invoice will be provided to the purchaser of this contract. This contract will be re-invoiced prior to March 1st, 2019 when the customer can choose to renew or cancel the contract.

Authorized signature

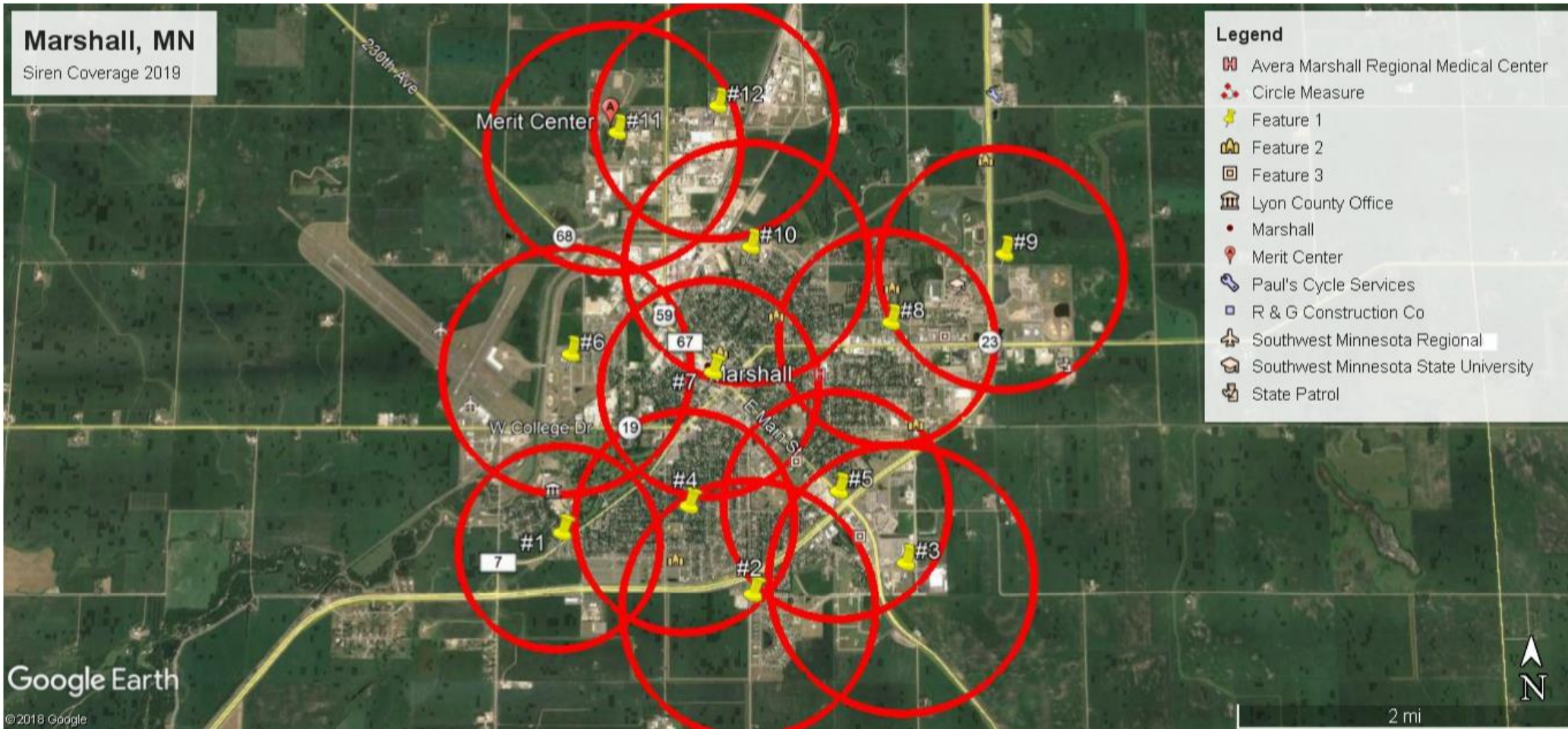
Date

Position or title

Siren/s Location (city)

Frontline Plus authorized signature

Date





CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
Background Information:	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
Fiscal Impact:	These vehicles will be auctioned on-line at the state site or will be taken to Alters for disposal.
Alternative/ Variations:	
Recommendations:	That the vehicles be declared as surplus property by the City of Marshall.

19-2060	00 Toyota Camry	494 VVC	4T1BG22K7YU757024	Abandoned
19-2501	99 Dodge Stratus	496 VVC	1B3EJ46X3XN671708	Abandoned



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Anderson Addition - Introduce Plat and Call for Public Hearing.
Background Information:	<p>Attached please find a copy of the preliminary plat of Anderson Addition in Marshall, Minnesota.</p> <p>As a portion of the property has not been platted before and some of the property is included in separate subdivisions, the property needs to be replatted.</p> <p>The property owner wishes to construct an addition to his existing building located within the Marshall Right of Way Addition and by doing so would encroach into properties not within the subdivision, a copy of which is attached.</p> <p>Attached please find a copy of the Engineer's Report of Preliminary Plat Review. Copies of the proposed subdivision have been sent to the local utility companies for their review and comments.</p> <p>At the Planning Commission meeting on March 13, 2019, Ruud made a motion, seconded by Knieff to recommend approval of the preliminary plat to the City Council. All voted in favor.</p>
Fiscal Impact:	The applicant will be billed for all direct costs relating to the platting process.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council call for public hearing on the Preliminary Plat of Anderson Addition to be held at the April 9, 2019 City Council meeting.

PRELIMINARY PLAT OF Anderson Addition

LAND DESCRIPTION

All that part of the Northeast Quarter of Section 5, Township 111 North, Range 41 West, Lyon County, Minnesota, described in Document Numbers ~~181188~~, 212541, and 212546 as filed and recorded in the office of the County Recorder in and for said Lyon County.

AND

All of Lots 1 and 2, Block 12 of Marshall Right of Way Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota.

AND

All of Lot 1, Block 1 of McLaughlin Industrial Park Second Addition, in the City of Marshall, as filed and recorded in the office of the County Recorder in and for Lyon County, Minnesota.

OWNERS:

Doug and Peggy Anderson

ZONING:

Unplatted portion of plat
I-2 General Industrial

Platted portions of the plat
B-3 General Business

AREAS:

LOT 1 = 235335± SQ. FT.

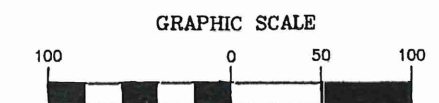
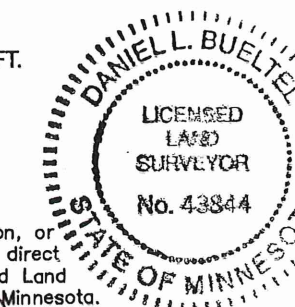
SURVEYOR'S CERTIFICATION

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

DANIEL L. BUELTEL LICENSE NO: 43844

DATE: FEBRUARY 19 20

72



(IN FEET)
1 inch = 100 feet

LEGEND

These standard symbols will be found in the drawing.

● MONUMENTS FOUND

Prepared by
Bueltel-Moseng Land Surveying, Inc.
Marshall, MN 56258 Ph. 507-532-9043
PROJECT NO. 19-5513

ENGINEER'S REPORT PRELIMINARY PLAT REVIEW

Subdivision Name: Anderson Addition

Quarter NE $\frac{1}{4}$ Section 5 Township 111N Range 41W

Owner's Name: Doug & Peggy Anderson

Surveyor: Daniel L. Beultel Reg. No. 43844

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage	X			
f.	Zoning classification	X			
g.	Contours			X	
h.	Boundary line bearings and distances	X			
i.	Easement	X			
j.	Street names, elevations and grades			X	

	Sec. 66-54. Information required. (1) Preliminary subdivision plat.	Yes	No	N/A	Comments
k.	Utilities			X	
l.	Lot lines, numbers and dimensions	X			
m.	Park land			X	
n.	Setbacks		X		In accordance with Zoning Code.
o.	Natural drainageways			X	
p.	Other related information			X	
q.	Covenants and restrictions			X	
r.	Improvement plans and financing			X	
s.	Future platting			X	
t.	Variance request			X	
u.	Floodway and flood zone designations			X	
v.	Certificates of approval		X		To be included in Final Plat.

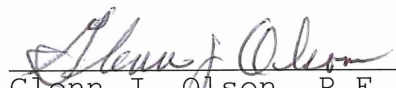
Sec. 66-54. Information required. (2) Other preliminary plans.		Yes	No	N/A	Comments
a.	Drainage and grading plans 1. Existing and proposed drainage.			X	
	2. Drainage flow facility.			X	
b.	Utility plans			X	

CITY ENGINEER'S RECOMMENDATIONS:

DATE RECEIVED: February 27, 2019

DATE REVIEWED: March 5, 2019

PLANNING COMMISSION REVIEW DATE: March 13, 2019



Glenn J. Olson, P.E.
 Director of Public Works/City Engineer

Copies to: City Administrator
 Building Official
 Senior Engineering Technician



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Declare Equipment Surplus from the Parks Department
Background Information:	List of surplus equipment to be sold by Parks Department 2006 Smitcho Ball Pro Machine Approximately 75 used flower pots (2) Tow behind fertilizer spreaders 1994 Dump Trailer
Fiscal Impact:	Funds from sale will be returned to the General Fund
Alternative/ Variations:	N/A
Recommendations:	Approve the surplus of equipment for the Parks Department to be sold.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Purchase of GPS for Engineering Department.
Background Information:	<p>Attached is a quote for replacement GPS for the Engineering Department.</p> <p>The GPS receiver and controller is the most critical piece of equipment in the Engineering Department. The GPS units are used to survey and stake for our construction projects and are used on a daily basis during fair weather.</p>
Fiscal Impact:	The 2019 budget included \$35,000 for the purchase of this unit funded from Account #401-60162-5540 (Capital-Engineering-Equipment).
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the purchase of a replacement GPS system for the Engineering Department per the attached quote from Frontier Precision, Inc. of Waite Park, Minnesota, in the amount of \$33,583.50.



Frontier Precision, Inc.
446 Great Oak Drive
Waite Park, MN 56387
320.654.6511
www.frontierprecision.com

Quote
Date: 03/22/2019 01:02 PM
Quote Number: 29693
Valid Until: 01/27/2019
Quotation by: Weston Schneider

BILL TO:

City of Marshall
Geoffrey Stelter
Engineering Dept 344 West Main Street
Marshall, MN 56258
geoffrey.stetler@ci.marshall.mn.com 507-537-6773

SHIP TO:

City of Marshall
Geoffrey Stelter
Engineering Dept 344 West Main Street
Marshall, MN 56258
geoffrey.stetler@ci.marshall.mn.com 507-537-6773

Product Details	Qty	Price	Total
1. R10-102-60-01 Trimble R10-2, Model 60- SINGLE RECEIVER KIT WITH TRANSPORT	1	\$5,850.00	\$5,850.00
Includes: R10 Model 2 GNSS Receiver, 2-Li-Ion Batteries, Dual Charger, Case, Antenna, Programming Cable and Quick Release			
2. R10-CFG-002-41 Trimble R10-2 Configuration Level - R10 Base and Rover Mode	1	\$17,100.00	\$17,100.00
3. 101071-00-01 Power Supply and Power Cord For Dual Charger	1	\$85.50	\$85.50
4. TSC7-1-1111-00 Trimble TSC7 controller - QWERTY keypad, USB/Serial boot, Wo	1	\$4,320.00	\$4,320.00
5. TA-GENSURV-P Trimble Access	1	\$2,250.00	\$2,250.00
6. SA-ROADS-P Trimble Access - Roads; Perpetual License	1	\$1,350.00	\$1,350.00
7. 121354-01-1 TSC7 Shoulder Sling Bag	1	\$54.00	\$54.00
8. 121349-01-1 TSC7 Pole Mount	1	\$179.10	\$179.10
9. 121345-01-1 Trimble Accessory - Desktop Hub	1	\$198.00	\$198.00
10. 121358-01-1 TSC7 Ext. Battery Charger w/Int. Cord, Battery 2-pack	1	\$378.00	\$378.00
11. 5125-20-YEL-GT 2m Snap-Lock Rover Rod with Outer "GT" Grad - Yellow	1	\$145.95	\$145.95
12. 5217-04-YEL BIPOD, THUMB RELEASE	1	\$172.95	\$172.95
13. FPI-TRAINING-SURVEY Onsite training or new product installation and training- D	1	\$1,500.00	\$1,500.00
Training Fee - Onsite Installation - Daily Rate			
Sub Total:			\$33,583.50
Tax:			\$0.00
Shipping:			\$0.00
Grand Total:			\$33,583.50

Special Notes:

MN State Contract Pricing

Shipping, handling, and applicable sales tax will be added to invoice.

Terms and Conditions

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns- A standard restocking fee of 20% will be charged for any returned equipment.

Shipping and handling charges are prepaid and added to invoice. Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
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 Glenn Olson at 537-6773 or Finance Director Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	That the following bills and project payments be authorized for payment

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4549	A & B BUSINESS, INC I-IN590925	SRVC2./21-3.20	R	3/12/2019		410.83CR	112287	410.83
4487	ADVANCED OPPORTUNITIES-WORKCOMPONENT I-01043389	SHREDDING	R	3/12/2019		38.68CR	112288	38.68
4570	AMAZON C-449693759597 C-465384898988 I-448554344758 I-473656939745 I-489444566335	AMAZON AMAZON GRANTEARLYLEARNINGKITS DVD/FRIENDSPROJECTSUPPLIES DVD	R R R R R	3/12/2019 3/12/2019 3/12/2019 3/12/2019 3/12/2019		8.72 2.00 33.34CR 35.24CR 19.99CR	112289 112289 112289 112289 112289	 77.85
0707	BISBEE PLUMBING AND HEATING INC I-48239	HEATPUMP2OUTREACH/BATHROOM	R	3/12/2019		280.00CR	112290	280.00
4602	BLACKBOURN I-001056837	CD VINYL PAGE	R	3/12/2019		168.56CR	112291	168.56
5351	CENGAGE LEARNING I-66412361 I-66603342 I-66715664	BOOKS BOOKS LPBOOKS	R R R	3/12/2019 3/12/2019 3/12/2019		38.92CR 26.39CR 38.92CR	112292 112292 112292	 104.23
0875	COMPUTER MAN INC I-280541	TONER/RECYCLEABLES	R	3/12/2019		804.00CR	112293	804.00
6232	CONWAY, ERIN I-201903113280	BALATONOUTREACH	R	3/12/2019		23.20CR	112294	23.20
1311	HYVEE FOOD STORES INC I-4801300954	FRIENDSWRP	R	3/12/2019		25.01CR	112295	25.01
4552	INGRAM LIBRARY SERVICES C-3902372 I-38705113 I-38793177 I-38861588 I-38910220 I-38934976 I-38961175 I-38973099 I-39054602	WORLD ALMANAC MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS MATERIALS	R R R R R R R R R	3/12/2019 3/12/2019 3/12/2019 3/12/2019 3/12/2019 3/12/2019 3/12/2019 3/12/2019 3/12/2019		40.47 205.15CR 418.34CR 48.95CR 136.51CR 678.34CR 50.72CR 8.39CR 336.75CR	112296 112296 112296 112296 112296 112296 112296 112296 112296	 1,842.68

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	3/12/2019			112297	**VOID**
6299	IZQUIERDO, CHRISTINA I-201902273233	MILEAGE	R	3/12/2019		35.38CR	112298	35.38
6372	KANOPY INC I-KDEP-3731	KANOPY ELECTRONIC DATABASE	R	3/12/2019		3,000.00CR	112299	3,000.00
1545	LYON COUNTY HIGHWAY DEPARTMENT I-201903083272	VAN GAS FEBRUARY	R	3/12/2019		23.91CR	112300	23.91
6246	MARSHALL MUNICIPAL UTILITIES ** I-201903113281	SRVC 01/29/19-02/27/19	R	3/12/2019		3,343.76CR	112301	3,343.76
4980	MENARDS INC I-28.47 I-35502	OUTREACH/CRKITCHEN BREAKROOMCOATRACK	R R	3/12/2019 3/12/2019		28.47CR 27.59CR	112302 112302	 56.06
1958	NORTHERN BUSINESS PRODUCTS, INC I-377439 I-3810910	SUPPLIES SUPPLIES	R R	3/12/2019 3/12/2019		104.91CR 8.98CR	112303 112303	 113.89
5891	ONE OFFICE SOLUTION I-1875053-0	PAPER1CASE FOR PUBLIC PRINTER	R	3/12/2019		139.96CR	112304	139.96
4548	PLUM CREEK LIBRARY SYSTEM I-IV25088 I-IV25111	MOTIONPICTURE LIC PLATBOOK	R R	3/12/2019 3/12/2019		196.00CR 54.67CR	112305 112305	 250.67
6286	SCHWEEMAN'S CLEANERS, LLP I-5830494 I-585052-4 I-586543-4	RUGS RUGS RUGS	R R R	3/12/2019 3/12/2019 3/12/2019		31.77CR 31.77CR 31.77CR	112306 112306 112306	 95.31
2318	SOUTHWEST SANITATION INC. I-201903083275	SRVC02/01-02/28	R	3/12/2019		116.46CR	112307	116.46
4610	VALUE LINE PUBLISHING, INC. I-11519233	1YRSUBSCRIPTION	R	3/12/2019		1,103.00CR	112308	1,103.00
5733	VAST BROADBAND I-201903083274	SRVC02/26-03/25	R	3/12/2019		89.86CR	112309	89.86

3/13/2019 8:29 AM
 PACKET: 06754 LIBRARY AP
 VENDOR SET: 01
 BANK : AP REG AP

A / P CHECK REGISTER
 **** CHECK LISTING ****

PAGE: 3

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4489	VERIZON WIRELESS							
	I-9823745919	SRVC02/09-03/08	R	3/12/2019		59.61CR	112310	59.61
4118	WALMART BUSINESS							
	C-003671	FRIENDS1000BKSRETURNS	R	3/12/2019		1.98	112311	
	I-000300	CRKITCHEN/STAFFBREAKROOM/KEYBO	R	3/12/2019		62.66CR	112311	
	I-006549	GENERAL SUPPLIES	R	3/12/2019		18.36CR	112311	
	I-007570	FRIENDS1000BKS/SUPPLIES	R	3/12/2019		45.65CR	112311	124.69
4740	WELLS FARGO-LIBRARY							
	C-201903083279	GLOBALSALESTAXFEFUND	R	3/12/2019		235.95	112312	
	I-201903083278	WELLS FARGO-LIBRARY	R	3/12/2019		1,692.10CR	112312	1,456.15
VOID	VOID CHECK		V	3/12/2019			112313	**VOID**

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	25	0.00	13,783.75	13,783.75
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	27	0.00	13,783.75	13,783.75

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
211	3/2019	13,783.75CR
=====		
ALL		13,783.75CR

PACKET: 06762 EFT Payments

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-6205	DESMET, JASMINE								
I	201903133284	03/01/19 LEADERSHIP TRAININ AP			E	3/01/2019	208.17 208.17	208.17CR	
			EFT				208.17 208.17	208.17CR 0.00	0.00

01-1633	MARSHALL MUNICIPAL UTILITIE								
I	201903143297	01/25-02/25/19	AP		E	4/13/2019	82,155.00 82,155.00	82,155.00CR	
I	9729	03/19 SWM UTILITY	AP		E	4/11/2019	2,794.83 2,794.83	2,794.83CR	
I	9730	02/19 LOCATES	AP		E	4/11/2019	23.62 23.62	23.62CR	
			EFT				84,973.45 84,973.45	84,973.45CR 0.00	0.00

PACKET: 06762 EFT Payments

VENDOR SET: 01

===== R E P O R T T O T A L S =====

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	49,368.06CR
207	PARKWAY ADDITION III & IV	16.62CR
230	TAX INCREMENT FINANCING	39.20CR
258	ASC ARENA	7,064.51CR
260	MARSHALL INDUSTRIAL FOUND	238.46CR
270	MERIT	949.55CR
495	PUBLIC IMPROVE REVOLVING	229.13CR
602	WASTEWATER OPERATING	21,096.18CR
609	LIQUOR	1,610.77CR
630	SURFACE WATER MGT UTILITY	4,569.14CR
** TOTALS **		85,181.62CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT		85,181.62	85,181.62CR	0.00
		85,181.62	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		85,181.62	85,181.62CR	0.00
		85,181.62	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS:

0

WARNINGS:

0

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4549	A & B BUSINESS, INC I-IN596346	CT2910-01, 03/06-04/05/19	R	3/14/2019		435.44CR	112314	435.44
5813	ACE HOME & HARDWARE C-87329 I-3.98 I-87055 I-87322 I-87405 I-87439 I-87510 I-87653 I-87663 I-87730	RETURN PARTS ICE SCAPER KEY TOILET PARTS SMALL TOOLS BATTERIES SUPPLIES CABLE SUPPLIES CABLE CUTTERS101	R	3/14/2019		5.99 3.98CR 1.99CR 15.58CR 12.98CR 25.98CR 6.99CR 9.80CR 44.99CR 25.15CR	112315 112315 112315 112315 112315 112315 112315 112315 112315 112315	 141.45
6375	ALICE TRAINING INSTITUTE, LLC I-E-8195	CERTIFICATION TRAINING	R	3/14/2019		1,190.00CR	112316	1,190.00
3761	AMERICAN BOTTLING CO. C-3892901264 I-3892901263	. .	R	3/14/2019		1.59 119.76CR	112317 112317	 118.17
0630	ARCTIC GLACIER I-1948906602	.	R	3/14/2019		162.31CR	112318	162.31
0629	ARNOLD MOTOR SUPPLY I-02NV014894 I-02NV014983	TON STRAP SKIDLOADER FUEL CAP	R	3/14/2019		41.37CR 5.49CR	112319 112319	 46.86
5447	ARTISAN BEER COMPANY I-3329316	.	R	3/14/2019		1,064.25CR	112320	1,064.25
5702	B & H PHOTO & ELECTRONICS CORP I-155430306	CITY HALL SECURITY CAMERA	R	3/14/2019		996.98CR	112321	996.98
0688	BELLBOY CORPORATION I-0068588900 I-0068633100 I-0099128700	. . .	R	3/14/2019		1,185.00CR 2,087.00CR 314.90CR	112322 112322 112322	 3,586.90
0689	BEND RITE FABRICATION INC I-41315	SKID SHOES	R	3/14/2019		70.00CR	112323	70.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0016	BENSON TECHNICAL WORKS INC							
	I-0302196	02/19 MALSR INSPECTION	R	3/14/2019		631.68CR	112324	631.68
0699	BEVERAGE WHOLESALERS							
	I-048849	.	R	3/14/2019		12,269.45CR	112325	
	I-049585	.	R	3/14/2019		4,084.00CR	112325	
	I-049586	.	R	3/14/2019		6,287.22CR	112325	
	I-049817	.	R	3/14/2019		12,896.27CR	112325	35,536.94
0707	BISBEE PLUMBING AND HEATING INC							
	I-48255	DRAIN ROOTER	R	3/14/2019		80.00CR	112326	
	I-48283	FLUSH VALVE SENSOR	R	3/14/2019		659.37CR	112326	739.37
0726	BORCHS SPORTING GOODS							
	I-AAA128807	LOGO EM JACKETS	R	3/14/2019		68.00CR	112327	
	I-AAA128825	COAT LOGOS	R	3/14/2019		42.00CR	112327	110.00
3925	BOYER TRUCKS							
	I-845691	#7 LIGHT SWITCH	R	3/14/2019		104.10CR	112328	104.10
4457	BREAKTHRU BEVERAGE							
	I-1080937488	.	R	3/14/2019		122.75CR	112329	
	I-1080937489	.	R	3/14/2019		1,756.94CR	112329	
	I-1080937490	.	R	3/14/2019		680.00CR	112329	2,559.69
0802	CARLSON & STEWART REFRIG INC							
	I-16360	COMPRESSOR #1 REPAIRS	R	3/14/2019		790.93CR	112330	790.93
0815	CATTOOR OIL COMPANY INC							
	I-160811	ON ROAD FUEL	R	3/14/2019		595.00CR	112331	
	I-4752	DEF FLUID	R	3/14/2019		10.84CR	112331	605.84
4996	CENTURY LINK							
	I-201903143296	03/01-03/31/19	R	3/14/2019		66.00CR	112332	66.00
6101	CHANKASKA CREEK							
	I-323446	.	R	3/14/2019		687.96CR	112333	687.96
0836	CHARTER COMMUNICATIONS							
	I-201903133283	03/01-03/31/19	R	3/14/2019		13.40CR	112334	13.40
6374	CONCEPT BUSINESS MAGAZINE							
	I-20744	ADVERTISING	R	3/14/2019		630.00CR	112335	630.00

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0919	CRYSTEEL I-LP189286	SANDER SPINNERS	R	3/14/2019		150.00CR	112336	150.00
0934	D & G EXCAVATING INC I-81479 I-81483 I-81484 I-81491 I-81500	03/01/19 SNOW HAULING-PUSH UP 03/02/19 SNOW HAULING 03/04/19 SNOW HAULING 03/05/19 SNOW HAULING 03/06/19 SNOW HAULING	R R R R R	3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019		1,500.00CR 375.00CR 1,870.00CR 1,225.00CR 825.00CR	112337 112337 112337 112337 112337	 5,795.00
3819	DACOTAH PAPER CO I-33806 I-33807 I-34033	SUPPLIES SUPPLIES WET MOPS	R R R	3/14/2019 3/14/2019 3/14/2019		63.16CR 64.49CR 52.80CR	112338 112338 112338	 180.45
5731	DOLL DISTRIBUTING C-624587 I-613574 I-621917 I-624586 I-627745 I-629422	R R R R R R	3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019		28.26 1,516.70CR 146.00CR 8,990.15CR 1,833.90CR 8,550.80CR	112339 112339 112339 112339 112339 112339	 21,009.29
1061	EMERGENCY APPARATUS MAINTENANCE INC I-105091	KUSSMAUL AIRPUMP 360	R	3/14/2019		600.75CR	112340	600.75
4753	ENTERPRISE LEASING CO I-20309170	02/27/19 J LEE	R	3/14/2019		138.70CR	112341	138.70
1090	FASTENAL COMPANY I-95936 I-95937	BULK BOLTS SUPPLIES	R R	3/14/2019 3/14/2019		104.37CR 32.35CR	112342 112342	 136.72
0416	FELTON, RANDY I-201903133294	03/01/19 FIRE SCHOOL, MANKATO	R	3/14/2019		258.82CR	112343	258.82
1145	FREMONT INDUSTRIES INC I-2019-45643-00	POLYMER	R	3/14/2019		1,935.00CR	112344	1,935.00
1158	GALLS INC I-012108118	UNIFORMS	R	3/14/2019		155.52CR	112345	155.52

**** CHECK LISTING ****

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4718	GUTMAN, ILYA I-201903133285	03/04/19 HOUSING INSPECTION-ST	R	3/14/2019		321.62CR	112346	321.62
1236	HANSEN SHARPENING SERVICE I-2286	CHIPPER BLADE SHARPENING	R	3/14/2019		48.00CR	112347	48.00
1243	HARDWARE HANK I-61721	SHOVELS	R	3/14/2019		79.98CR	112348	79.98
1256	HAWKINS INC I-4456059	FERRIC CHLORIDE	R	3/14/2019		5,149.63CR	112349	5,149.63
1399	JOHNSON BROTHERS LIQUOR COMPANY C-529743 C-529744 C-529745 C-529746 C-529748 C-829747 I-1235263 I-1235264	R R R R R R R	3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019		48.93 9.60 16.57 5.88 3.33 64.00 3,140.25CR	112350 112350 112350 112350 112350 112350 112350	 9,789.74
5095	KIBBLE EQUIPMENT I-1769396	7410 REAR LIGHTS	R	3/14/2019		29.28CR	112351	29.28
6363	KROG, CHAD I-473934	02/19 SIDEWALK SNOW REMOVAL	R	3/14/2019		196.00CR	112352	196.00
1483	LEAGUE OF MINNESOTA CITIES INS TRUST I-10002543	Q2 2019 WC	R	3/14/2019		53,843.00CR	112353	53,843.00
VOID	VOID CHECK		V	3/14/2019			112354	**VOID**
VOID	VOID CHECK		V	3/14/2019			112355	**VOID**
1508	LOCKWOOD MOTORS INC. I-CW8011900	CAR WASHES	R	3/14/2019		29.76CR	112356	29.76
1531	LYON COUNTY AUDITOR-TREASURER I-201903133286 I-201903133287 I-201903133288 I-201903133290 I-201903133291	TRUTH IN TAXATION NOTICE 2019 SPECIAL ASSESSMENTS SPEC ASSMT ANNUAL MAINTENANCE 2018 TIF DISTRICT MAINTENANCE 2018 ELECTIONS	R R R R R	3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019		1,450.68CR 364.00CR 688.00CR 900.00CR 8,247.54CR	112357 112357 112357 112357 112357	 11,650.22

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1552	LYON COUNTY RECORDER							
	I-201935-1	02/19 LAREDO	R	3/14/2019		66.65CR	112358	
	I-4084766	LUMBER DEED COPIES	R	3/14/2019		2.00CR	112358	68.65
1555	LYON LINCOLN ELECTRIC	COOPERATIVE INC						
	I-201903133292	01/30-02/27/19	R	3/14/2019		42.25CR	112359	42.25
4736	MARCO							
	I-INV6095874	CN153293-01, 01/19-01/20	R	3/14/2019		725.62CR	112360	725.62
4660	MARSHALL FESTIVALS INC.							
	I-201903133293	2019 SOUNDS OF SUMMER	R	3/14/2019		7,500.00CR	112361	7,500.00
1635	MARSHALL NORTHWEST PIPE FITTINGS INC							
	I-430082	SHIPPING	R	3/14/2019		7.44CR	112362	
	I-430155	PARTS FOR URINAL	R	3/14/2019		81.56CR	112362	
	I-430227	WATER HEATER-PARKS SHOP	R	3/14/2019		855.99CR	112362	944.99
4980	MENARDS INC							
	I-35868	GARBAGE BAGS	R	3/14/2019		98.32CR	112363	
	I-35958	PARTS	R	3/14/2019		25.89CR	112363	
	I-36093	SUPPLIES	R	3/14/2019		15.96CR	112363	
	I-36106	SUPPLIES	R	3/14/2019		69.37CR	112363	
	I-36151-1	SUPPLIES	R	3/14/2019		41.30CR	112363	250.84
5998	MIAMA							
	I-INV_254	MIAMA CONFERENCE FEES	R	3/14/2019		425.00CR	112364	425.00
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC							
	I-52781	Q1 2019 SAFETY MGT PROGRAM	R	3/14/2019		4,925.00CR	112365	4,925.00
1813	MN POLLUTION CONTROL AGENCY							
	I-201903083277	TYPE 4 MPCA TESTING	R	3/14/2019		30.00CR	112366	30.00
1864	MONTES ELECTRIC INC							
	I-17924	EXHAUST HOOD REPAIR	R	3/14/2019		113.75CR	112367	
	I-17928	EXHAUST HOOD REPAIR	R	3/14/2019		117.69CR	112367	
	I-17933	WELDING PLUG IN SHOP	R	3/14/2019		417.55CR	112367	648.99
1877	MOTION INDUSTRIES INC							
	I-MN01-170522	BALL BEARINGS	R	3/14/2019		27.03CR	112368	
	I-MN01-170523	BLOWER BEARINGS	R	3/14/2019		106.75CR	112368	133.78

PACKET: 06761 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1900	NABER, MICHAEL							
	I-201903133295	03/02/19 FIRE SCHOOL, MANKATO	R	3/14/2019		119.48CR	112369	119.48
1945	NORMS GTC							
	I-7480-92406	OIL FILTERS	R	3/14/2019		35.70CR	112370	
	I-7480-92408	1TON REAR LIGHT LENS	R	3/14/2019		35.16CR	112370	
	I-7480-92457	CAT 140 BLADE	R	3/14/2019		35.70CR	112370	
	I-7480-92493	EQUIPMENT PARTS	R	3/14/2019		110.56CR	112370	
	I-7480-92494	OIL FILTERS	R	3/14/2019		15.30CR	112370	
	I-7480-92510	FILTER	R	3/14/2019		4.57CR	112370	
	I-7480-92547	RELAYS/FUSERS	R	3/14/2019		115.78CR	112370	
	I-7480-92574	WING HOSES	R	3/14/2019		202.20CR	112370	554.97
1986	NORTH CENTRAL INTERNATIONAL, INC							
	I-119134	SVC #7	R	3/14/2019		6,272.62CR	112371	
	I-119156	REPLACE TURBO 367	R	3/14/2019		4,399.71CR	112371	
	I-119281	REPAIR WARNING LIGHT 360	R	3/14/2019		309.00CR	112371	
	I-351792	COOLANT	R	3/14/2019		94.11CR	112371	
	I-352039	OSHKOSH BLOWER	R	3/14/2019		81.57CR	112371	
	I-352041	#7 DUMP TRUCK	R	3/14/2019		74.92CR	112371	
	I-352078	CAT 140 BLADE	R	3/14/2019		11.34CR	112371	11,243.27
1958	NORTHERN BUSINESS PRODUCTS, INC							
	I-383581-0	SUPPLIES	R	3/14/2019		354.58CR	112372	
	I-383581-1	DVDS	R	3/14/2019		82.68CR	112372	437.26
3809	O'REILLY AUTOMOTIVE STORES, INC							
	I-1538-191913	PARTS FOR KUSSMAUL 360	R	3/14/2019		5.72CR	112373	
	I-1538-192303	JACK STANDS & CREEPER	R	3/14/2019		81.47CR	112373	87.19
5891	ONE OFFICE SOLUTION							
	I-1877284-0	SUPPLIES	R	3/14/2019		49.99CR	112374	49.99
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC							
	I-0002179071	.	R	3/14/2019		82.95CR	112375	82.95
2036	PHILLIPS WINE AND SPIRITS INC							
	I-2515532	.	R	3/14/2019		6,307.46CR	112376	
	I-2515533	.	R	3/14/2019		2,437.78CR	112376	8,745.24
2044	PITNEY BOWES INC							
	I-3102951449	12/30/18-3/29/19	R	3/14/2019		273.84CR	112377	273.84

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6166	PULVER MOTOR SVC, LLC							
	I-154276	ICR# 19-2060	R	3/14/2019		495.00CR	112378	
	I-155047	ICR #19-2501	R	3/14/2019		495.00CR	112378	990.00
2096	QUARNSTROM & DOERING, PA							
	I-201903083271	01/19-02/19 GEN & PROS ACCTS	R	3/14/2019		35.93CR	112379	35.93
5965	R&R SPECIALTIES OF WISCONSIN INC							
	I-0067413-IN	ICE PAINT	R	3/14/2019		516.00CR	112380	516.00
6135	SCHUELKE, JOSEPH dba							
	I-69	03/07/19 SNOW HAULING	R	3/14/2019		783.75CR	112381	783.75
2143	THOOF ENTERPRISES LLC							
	I-4226	SCOOPED VENT PIPE OPEN	R	3/14/2019		65.00CR	112382	65.00
5732	RITE							
	I-6911	CRD DEFENDER AUTO BATCHING	R	3/14/2019		198.64CR	112383	198.64
2201	RUNNINGS SUPPLY INC							
	I-4597083	SHOVELS, HAMMERS	R	3/14/2019		98.97CR	112384	
	I-4600913	TOTES FOR HAZMAT TRAILER	R	3/14/2019		43.96CR	112384	142.93
2288	SMI & HYDRAULICS, INC.							
	I-31331	OSHKOSH PLOW	R	3/14/2019		442.36CR	112385	442.36
3495	SMSU							
	I-00208472	EMPLOYEE RECOGNITION EVENT	R	3/14/2019		420.00CR	112386	420.00
4855	SOUTHERN GLAZER'S OF MN							
	I-1792771	.	R	3/14/2019		3,744.47CR	112387	
	I-1792772	.	R	3/14/2019		543.71CR	112387	
	I-5039880	.	R	3/14/2019		3,292.80CR	112387	
	I-5039882	.	R	3/14/2019		2,339.00CR	112387	9,919.98
2311	SOUTHWEST GLASS CENTER							
	I-103377	CITY HALL FRONT ENTRY SECURITY	R	3/14/2019		195.00CR	112388	
	I-103397	FRONT ENTRY SECURITY	R	3/14/2019		96.95CR	112388	
	I-103411	KEY	R	3/14/2019		4.25CR	112388	296.20
2318	SOUTHWEST SANITATION INC.							
	I-201903083273	02/19 SVC	R	3/14/2019		2,003.58CR	112389	2,003.58

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	3/14/2019			112390	**VOID**
5823	STAN MORGAN & ASSOCIATES, INC I-60057	SHELVING	R	3/14/2019		135.92CR	112391	135.92
6376	STORM COMBATIVES TRAINING & CONSULTATION I-0038	INSTRUCTOR TRAINING-B REIKE	R	3/14/2019		700.00CR	112392	700.00
6137	TEIGS LAWN CARE & LANDSCAPING, LLC I-201903123282	02/19 WALK BRIDGES	R	3/14/2019		540.00CR	112393	540.00
2428	TITAN MACHINERY I-12106649GP I-12107366GP I-12107666GP	PF5 SPREADER 321F WIPER PARTS BOLTS	R R R	3/14/2019 3/14/2019 3/14/2019		3,070.00CR 290.68CR 5.44CR	112394 112394 112394	3,366.12
2429	TKDA I-002019000650	2/20 MILL & OVERLAY	R	3/14/2019		1,000.00CR	112395	1,000.00
2434	TONI'S DEPOT I-198	MEALS FOR 3/1/19 CLASS	R	3/14/2019		74.38CR	112396	74.38
6156	TRUE BRANDS I-461152	.	R	3/14/2019		29.94CR	112397	29.94
5733	VAST BROADBAND I-001744201-0319 I-002687001-0219 I-015038601-0319 I-015044201-0319 I-015044401-0219 I-015082101-0319 I-015187301-0319 I-015429901-0319 I-015790801-0319	03/06-04/05/19 02/26-03/25/19 03/06-04/05/19 03/06-04/05/19 02/26-03/25/19 03/06-04/05/19 03/06-04/05/19 03/01-04/01/19 03/06-04/05/19	R R R R R R R R R	3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019 3/14/2019		348.61CR 33.94CR 59.32CR 116.90CR 34.25CR 285.51CR 420.47CR 180.42CR 15.28CR	112398 112398 112398 112398 112398 112398 112398 112398 112398	1,494.70
4489	VERIZON WIRELESS I-9824766935 I-9825279674	01/24-02/23/19 02/02-03/01/19	R R	3/14/2019 3/14/2019		35.01CR 49.04CR	112399 112399	84.05
2538	VIKING COCA COLA BOTTLING COMPANY I-2299913 I-2299988 I-92288003	. . .	R R R	3/14/2019 3/14/2019 3/14/2019		146.85CR 237.97CR 15.30CR	112400 112400 112400	400.12

PACKET: 06761 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2605	WINE MERCHANTS I-7225008	.	R	3/14/2019		769.12CR	112401	769.12
6082	ZEUG, THOMAS I-1271	DOOR ANTENNA-SHOP	R	3/14/2019		140.00CR	112402	140.00
2632	ZIEGLER INC C-PR040028926	CAT 140 BLADE	R	3/14/2019		605.35	112403	
	I-PC040325334	BLADE RENTAL	R	3/14/2019		33.43CR	112403	
	I-PC040325507	CAT 140 BLADE	R	3/14/2019		605.35CR	112403	33.43

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	87	0.00	223,657.21	223,657.21
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	3	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	90	0.00	223,657.21	223,657.21

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 06761 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	3/2019	101,979.19CR
208	3/2019	630.00CR
211	3/2019	678.00CR
230	3/2019	900.00CR
258	3/2019	5,100.97CR
270	3/2019	315.04CR
401	3/2019	1,000.00CR
494	3/2019	996.98CR
602	3/2019	14,883.85CR
609	3/2019	97,143.67CR
630	3/2019	29.51CR
=====		
ALL		223,657.21CR

PACKET: 06765 03/22/19 Payroll Entries

VENDOR SET: 01 City of Marshall *** DRAFT/OTHER LISTING ***

BANK: AP REG AP

VENDOR	I.D.	NAME	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
<hr/>								
4805		FURTHER						
	I-5FH201903203305	EMPLOYER CONTRIB FAM HSA 5000	D	3/22/2019		4,167.00	000809	
	I-5FV201903203305	EMPLOYER CONT FAM VEB 5000	D	3/22/2019		750.00	000809	
	I-5SH201903203305	EMPLOYER CONTRIB SNGL HSA 5000	D	3/22/2019		1,750.00	000809	
	I-5SV201903203305	EMPLOYER CONT SINGL VEB 5000	D	3/22/2019		729.19	000809	
	I-HEC201903203305	EMPLOYEE HSA CONTRIBUTION	D	3/22/2019		8,983.18	000809	16,379.37
1358		INTERNAL REVENUE SERVICE						
	I-T1 201903203305	FEDERAL W/H	D	3/22/2019		22,058.52	000810	
	I-T3 201903203305	SOCIAL SECURITY W/H	D	3/22/2019		25,530.52	000810	
	I-T4 201903203305	MEDICARE W/H	D	3/22/2019		7,448.52	000810	55,037.56
3669		MINNESOTA STATE RETIREMENT SYST						
	I-27A201903203305	HEALTH CARE SAVINGS PLAN	D	3/22/2019		956.85	000811	
	I-27B201903203305	HEALTH CARE SAVINGS PLAN	D	3/22/2019		170.00	000811	
	I-27L201903203305	HEALTH CARE SAVINGS PLAN	D	3/22/2019		1,200.00	000811	
	I-27N201903203305	HEALTH CARE SAVINGS PLAN	D	3/22/2019		2,274.77	000811	
	I-27S201903203305	HEALTH CARE SAVINGS PLAN	D	3/22/2019		200.00	000811	
	I-36 201903203305	MNDP - DEFERRED COMP	D	3/22/2019		1,160.00	000811	
	I-36R201903203305	MNDP - ROTH	D	3/22/2019		340.00	000811	6,301.62
1818		MN REVENUE						
	I-T2 201903203305	STATE W/H	D	3/22/2019		11,205.05	000812	11,205.05
2512		NATIONWIDE RETIREMENT						
	I-33 201903203305	USCM	D	3/22/2019		1,075.00	000813	1,075.00
2513		NATIONWIDE RETIREMENT-FIRE						
	I-34 201903203305	USCM FIRE DEPT	D	3/22/2019		1,351.51	000814	1,351.51
2028		PERA OF MINNESOTA REG						
	I-11 201903203305	PERA COUNCIL	D	3/22/2019		340.90	000815	
	I-12 201903203305	PERA POLICE AND FIRE	D	3/22/2019		15,380.30	000815	
	I-13 201903203305	PERA COORDINATED	D	3/22/2019		30,456.17	000815	46,177.37
3443		VALIC DEFERRED COMP						
	I-35 201903203305	VALIC DEFERRED COMP	D	3/22/2019		997.00	000816	
	I-35F201903203305	VALIC - FIRE DEPARTMENT	D	3/22/2019		161.63	000816	
	I-35R201903203305	VALIC ROTH	D	3/22/2019		1,250.00	000816	2,408.63
6085		VOYA - INVESTORS CHOICE						
	I-37D201903203305	VOYA DEFERRED	D	3/22/2019		350.00	000817	
	I-37R201903203305	VOYA ROTH PLAN	D	3/22/2019		790.00	000817	1,140.00

PACKET: 06765 03/22/19 Payroll Entries
VENDOR SET: 01 City of Marshall *** DRAFT/OTHER LISTING ***
BANK: AP REG AP

VENDOR	I.D.	NAME	ITEM	ITEM	DISCOUNT	AMOUNT	ITEM	ITEM
			TYPE	DATE			NO#	AMOUNT

* * B A N K T O T A L S * *					NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:					0	0.00	0.00	0.00
HANDWRITTEN CHECKS:					0	0.00	0.00	0.00
PRE-WRITE CHECKS:					0	0.00	0.00	0.00
DRAFTS:					9	0.00	141,076.11	141,076.11
VOID CHECKS:					0	0.00	0.00	0.00
NON CHECKS:					0	0.00	0.00	0.00
CORRECTIONS:					0	0.00	0.00	0.00
BANK TOTALS:					9	0.00	141,076.11	141,076.11

PACKET: 06765 03/22/19 Payroll Entries
VENDOR SET: 01 City of Marshall *** DRAFT/OTHER LISTING ***
BANK: ALL

** REGISTER GRAND TOTALS *

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	9	0.00	141,076.11	141,076.11
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	9	0.00	141,076.11	141,076.11

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

101	3/2019	105,491.41CR
211	3/2019	9,950.49CR
258	3/2019	3,473.30CR
270	3/2019	1,013.52CR
602	3/2019	15,670.90CR
609	3/2019	5,476.49CR
=====		
ALL		141,076.11CR

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 06772 EFT Payments

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-0560	AFSCME COUNCIL 65								
I 83	201903073270	UNION DUES AFSCM	AP		E	3/08/2019	712.50 712.50	712.50CR	
I 83	201903203305	UNION DUES AFSCM	AP		E	3/22/2019	712.50 712.50	712.50CR	
			EFT				1,425.00 1,425.00	1,425.00CR 0.00	0.00

01-6231	BOX, KYLE								
I	201903183298	03/19/19 MCFOA CONF-ST CLOU	AP		E	3/15/2019	217.88 217.88	217.88CR	
			EFT				217.88 217.88	217.88CR 0.00	0.00

01-1633	MARSHALL MUNICIPAL UTILITIE								
I 9748		CITY SHARE NETWORK PATCH	AP		E	4/11/2019	600.00 600.00	600.00CR	
I 9752		MADRID ST LIGHT	AP		E	4/17/2019	1,014.24 1,014.24	1,014.24CR	
			EFT				1,614.24 1,614.24	1,614.24CR 0.00	0.00

01-5688	MINNESOTA LIFE								
I	201903223314	03/19 LIFE-	AP		E	3/22/2019	229.29 229.29	229.29CR	
I 23F	201903073270	LIFE INSURANCE FAMILY	AP		E	3/08/2019	123.20 123.20	123.20CR	
I 23F	201903203305	LIFE INSURANCE FAMILY	AP		E	3/22/2019	123.20 123.20	123.20CR	
I 23S	201903073270	LIFE INSURANCE SINGLE	AP		E	3/08/2019	12.35 12.35	12.35CR	
I 23S	201903203305	LIFE INSURANCE SINGLE	AP		E	3/22/2019	11.05 11.05	11.05CR	

PACKET: 06772 EFT Payments

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	EFT DATE/#	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-5688	MINNESOTA LIFE	(CONT)							
I 44	201903073270	VOLUNTARY SUPPLEMENTAL LIFE AP			E	3/08/2019	531.50 531.50	531.50CR	
I 44	201903203305	VOLUNTARY SUPPLEMENTAL LIFE AP			E	3/22/2019	522.68 522.68	522.68CR	
			EFT				1,553.27 1,553.27	1,553.27CR 0.00	0.00

01-2030	PETERSON, ALEX								
I	201903213309	REIM FOR RADIO CHARGER	AP		E	4/17/2019	80.78 80.78	80.78CR	
I	201903213310	REIM FOR RADIOS	AP		E	4/17/2019	226.38 226.38	226.38CR	
			EFT				307.16 307.16	307.16CR 0.00	0.00

PACKET: 06772 EFT Payments

VENDOR SET: 01

===== R E P O R T T O T A L S =====

FUND DISTRIBUTION

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	4,363.56CR
211	LIBRARY FUND	73.36CR
258	ASC ARENA	130.82CR
270	MERIT	4.38CR
602	WASTEWATER OPERATING	516.55CR
609	LIQUOR	28.88CR
** TOTALS **		5,117.55CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS		0.00	0.00	0.00
		0.00	0.00	
EFT		5,117.55	5,117.55CR	0.00
		5,117.55	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS		5,117.55	5,117.55CR	0.00
		5,117.55	0.00	

TOTAL CHECKS TO PRINT: 0

ERRORS: 0

WARNINGS: 0

PACKET: 06771 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4549	A & B BUSINESS, INC							
	I-IN595965	CT2911-01, 03/06-04/05/19	R	3/22/2019		1,619.46CR	112404	1,619.46
4119	ABDO, EICK & MEYERS, LLP							
	I-411658	2018 AUDIT PROGRESS BILL	R	3/22/2019		10,000.00CR	112405	10,000.00
5813	ACE HOME & HARDWARE							
	I-87242	SUPPLIES	R	3/22/2019		26.17CR	112406	
	I-87782	RUBBER GLOVES FOR TRUCK	R	3/22/2019		6.99CR	112406	
	I-87868	2 SISDED TAPE	R	3/22/2019		35.97CR	112406	
	I-88211	PLUG	R	3/22/2019		2.59CR	112406	
	I-88218	RENTAL BLADE	R	3/22/2019		5.44CR	112406	77.16
6128	ACTION CO LLC							
	I-85	02/19 SNOW HAULING	R	3/22/2019		5,030.00CR	112407	5,030.00
0583	AMERICAN FAMILY LIFE ASSURANCE CO							
	I-41 201903073270	AMERICAN FAMILY INSURANCE	R	3/22/2019		607.05CR	112408	
	I-41 201903203305	AMERICAN FAMILY INSURANCE	R	3/22/2019		607.05CR	112408	1,214.10
0595	AMERIPRIDE SERVICES, INC							
	I-2801004603	.	R	3/22/2019		152.73CR	112409	
	I-2801004616	DUST MOPS	R	3/22/2019		77.35CR	112409	230.08
5880	AMERITAS LIFE INSURANCE CORP							
	I-29 201903073270	VISION INSURANCE	R	3/22/2019		17.85CR	112410	
	I-29 201903203305	VISION INSURANCE	R	3/22/2019		337.58CR	112410	355.43
3648	APEX ENGINEERING PRODUCTS CORP.							
	I-0147730-IN	RYDLYME	R	3/22/2019		1,582.71CR	112411	1,582.71
5447	ARTISAN BEER COMPANY							
	I-3330845	.	R	3/22/2019		435.05CR	112412	435.05
0689	BEND RITE FABRICATION INC							
	I-41264	BOSS PLOW 1 TON	R	3/22/2019		685.99CR	112413	
	I-41314	FAB HITCH HOLDER	R	3/22/2019		328.85CR	112413	1,014.84
0699	BEVERAGE WHOLESALERS							
	I-050567	.	R	3/22/2019		647.50CR	112414	
	I-050568	.	R	3/22/2019		2,376.70CR	112414	
	I-050768	.	R	3/22/2019		15,347.54CR	112414	18,371.74

PACKET: 06771 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4457	BREAKTHRU BEVERAGE							
	C-2080227320	.	R	3/22/2019		15.14	112415	
	C-2080227321	.	R	3/22/2019		29.40	112415	
	C-2080227323	.	R	3/22/2019		8.22	112415	
	C-2080228362	.	R	3/22/2019		32.00	112415	
	I-1080940698	.	R	3/22/2019		275.10CR	112415	
	I-1080940699	.	R	3/22/2019		3,987.78CR	112415	
	I-1080940700	.	R	3/22/2019		3,008.00CR	112415	7,186.12
0934	D & G EXCAVATING INC							
	I-81514	03/08/19 SNOW HAULING	R	3/22/2019		2,450.00CR	112416	
	I-81518	03/11/19 SNOW HAULING	R	3/22/2019		1,035.00CR	112416	
	I-81529	03/07/19 SNOW HAULING	R	3/22/2019		1,700.00CR	112416	
	I-81564	003/11/19 SNOW HAULING	R	3/22/2019		560.00CR	112416	
	I-81574	03/12/19 SNOW HAULING	R	3/22/2019		587.50CR	112416	6,332.50
0975	DEPUTY REGISTRAR #32							
	I-2019 DCT	576BF2423L1033986	R	3/22/2019		411.50CR	112417	411.50
5731	DOLL DISTRIBUTING							
	I-632560	.	R	3/22/2019		3,708.30CR	112418	
	I-634184	.	R	3/22/2019		10,822.05CR	112418	14,530.35
1090	FASTENAL COMPANY							
	I-96037	MATERIALS	R	3/22/2019		29.70CR	112419	
	I-96089	SUPPLIES	R	3/22/2019		1.81CR	112419	31.51
1201	GRAINGER INC							
	I-9107021058	SOLENOID VALVE	R	3/22/2019		233.81CR	112420	
	I-9107445471	SOLENOID VALVE	R	3/22/2019		271.59CR	112420	
	I-9113080023	MOTOR	R	3/22/2019		135.89CR	112420	641.29
1243	HARDWARE HANK							
	I-61933	FURNACE FILTERS	R	3/22/2019		4.98CR	112421	4.98
1311	HYVEE FOOD STORES INC							
	I-201903193300	DISTILLED WATER	R	3/22/2019		166.32CR	112422	
	I-4801728815	HVAC MTGS	R	3/22/2019		12.80CR	112422	
	I-5827573834	SUPPLIES	R	3/22/2019		20.00CR	112422	
	I-5827579013	SUPPLIES	R	3/22/2019		43.96CR	112422	
	I-5827689734	SUPPLIES	R	3/22/2019		32.93CR	112422	
	I-5828037291	CONTRACTOR'S MTG	R	3/22/2019		15.72CR	112422	
	I-5828308908	PROGRAMMING	R	3/22/2019		33.95CR	112422	325.68

PACKET: 06771 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1325	ICMA RETIREMENT TRUST #300877							
	I-31 201903203305	ICMA DEFERRED COMP	R	3/22/2019		300.00CR	112423	300.00
1399	JOHNSON BROTHERS LIQUOR COMPANY							
	I-1240339	.	R	3/22/2019		2,000.00CR	112424	
	I-1240341	.	R	3/22/2019		6,176.85CR	112424	
	I-1240342	.	R	3/22/2019		3,175.52CR	112424	11,352.37
6199	JONES, DAVID							
	I-201903213306	PROGRAMMING	R	3/22/2019		175.00CR	112425	175.00
1417	KENNEDY & GRAVEN, CHARTERED							
	I-201903193304	01/19 GENERAL MATTERS	R	3/22/2019		94.00CR	112426	94.00
5138	L & A SYSTEMS, LLC							
	I-4301	03/19-03/20 FIRE MONITORING	R	3/22/2019		687.00CR	112427	687.00
1480	LAW ENFORCEMENT LABOR SERVICE INC							
	I-80 201903203305	LELS UNION DUES	R	3/22/2019		969.00CR	112428	969.00
5606	LEGALSHIELD							
	I-45 201903203305	LEGALSHIELD	R	3/22/2019		145.50CR	112429	145.50
1502	LITTLE FALLS MACHINE INC							
	I-354513	WING CLEVIS	R	3/22/2019		85.32CR	112430	85.32
1565	MACQUEEN EQUIPMENT INC.							
	I-P18107	OSHKOSH BLOWER	R	3/22/2019		192.11CR	112431	192.11
6292	MADDEN, GALANTER, HANSEN, LLP							
	I-201903193301	02/19 SVC-LABOR RELATIONS	R	3/22/2019		1,303.98CR	112432	1,303.98
1571	MADISON NATIONAL LIFE INSURANCE COMPANY							
	I-1336622	04/19 LIFE-	R	3/22/2019		39.27CR	112433	
	I-24 201903073270	LONG TERM DISABILITY	R	3/22/2019		480.14CR	112433	
	I-24 201903203305	LONG TERM DISABILITY	R	3/22/2019		473.36CR	112433	992.77
VOID	VOID CHECK		V	3/22/2019			112434	**VOID**
VOID	VOID CHECK		V	3/22/2019			112435	**VOID**
VOID	VOID CHECK		V	3/22/2019			112436	**VOID**

PACKET: 06771 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	3/22/2019			112437	**VOID**
VOID	VOID CHECK		V	3/22/2019			112438	**VOID**
VOID	VOID CHECK		V	3/22/2019			112439	**VOID**
VOID	VOID CHECK		V	3/22/2019			112440	**VOID**
VOID	VOID CHECK		V	3/22/2019			112441	**VOID**
VOID	VOID CHECK		V	3/22/2019			112442	**VOID**
VOID	VOID CHECK		V	3/22/2019			112443	**VOID**
3871	MARSHALL GIRL'S HOCKEY BOOSTERS							
	I-201903213308	HELP WITH BEGINNER'S CLASS	R	3/22/2019		1,000.00CR	112444	1,000.00
1623	MARSHALL INDEPENDENT, INC							
	I-049114-1	11/18 DISPLAY & TELEMARKETER	R	3/22/2019		337.00CR	112445	
	I-051034	02/19 DISPLAY & TELEMARKETER	R	3/22/2019		342.37CR	112445	
	I-051104	02/19 LEGALS & CLASSIFIEDS	R	3/22/2019		1,626.79CR	112445	
	I-201903213307	YEARLY RENEWAL	R	3/22/2019		200.20CR	112445	2,506.36
VOID	VOID CHECK		V	3/22/2019			112446	**VOID**
1635	MARSHALL NORTHWEST PIPE FITTINGS INC							
	I-430269	HOSES FOR TRASH PUMPS	R	3/22/2019		746.82CR	112447	746.82
1637	MARSHALL PUBLIC SCHOOLS							
	I-11227	RAMP UP READINESS	R	3/22/2019		8,500.00CR	112448	8,500.00
1649	MARSHALL TRUCK SALVAGE INC.							
	I-62258	#4 TAILGATE LATCH	R	3/22/2019		76.50CR	112449	
	I-62262	#4 TAILGATE LATCH	R	3/22/2019		1.80CR	112449	78.30
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOC							
	I-201903193302	FIREFIGHTERS SBR REIMBURSEMENT	R	3/22/2019		7,000.00CR	112450	7,000.00
1695	MEIER ELECTRIC INC							
	I-35105	ELECTRICAL INSPECTIONS	R	3/22/2019		60.00CR	112451	60.00
1757	MN CHILD SUPPORT PAYMENT CENTER							
	I-C12201903203305	#0014992937	R	3/22/2019		356.25CR	112452	356.25

PACKET: 06771 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1774	MN DEPT OF LABOR AND INDUST							
	I-ABR0208156I	PRESSURE VESSEL LICENSE	R	3/22/2019		70.00CR	112453	70.00
1923	NCPERS MN GROUP LIFE INS.							
	I-42 201903203305	NCPERS MINNESOTA - 614000	R	3/22/2019		416.00CR	112454	416.00
1945	NORMS GTC							
	C-7480-92627	LUBE	R	3/22/2019		25.46	112455	
	I-7480-92621	LUBE/FILTER	R	3/22/2019		194.84CR	112455	
	I-7480-92688	P6 BULB	R	3/22/2019		59.98CR	112455	
	I-7480-92735	P9 BRAKE PADS	R	3/22/2019		67.99CR	112455	
	I-7480-92737	FILTERS	R	3/22/2019		29.10CR	112455	
	I-7480-92765	FILTERS	R	3/22/2019		12.54CR	112455	338.99
1946	NORTH CENTRAL LABS							
	I-352499	SUPPLIES	R	3/22/2019		6.76CR	112456	6.76
5891	ONE OFFICE SOLUTION							
	I-1879774-0	PENS	R	3/22/2019		9.99CR	112457	9.99
2019	PAUSTIS WINE COMPANY							
	I-43860	.	R	3/22/2019		2,963.36CR	112458	2,963.36
2036	PHILLIPS WINE AND SPIRITS INC							
	C-323738	.	R	3/22/2019		157.90	112459	
	I-2519211	.	R	3/22/2019		5,911.45CR	112459	
	I-2519212	.	R	3/22/2019		2,776.40CR	112459	8,529.95
6279	PIONEER PHOTOGRAPHY							
	I-2019-13	PROGRAMMING	R	3/22/2019		425.00CR	112460	425.00
2064	POWERPLAN							
	I-P58831	644 K LOADER	R	3/22/2019		297.97CR	112461	297.97
1533	PRAIRIE PRIDE COOPERATIVE							
	I-57688	GAS	R	3/22/2019		47.05CR	112462	47.05
5006	RAFF, ED							
	I-201903213311	REIMBURSE FOR BOOTS	R	3/22/2019		139.95CR	112463	139.95
6267	RATWIK, ROSZAK & MALONEY, PA							
	I-63769	02/19 SVC	R	3/22/2019		51.00CR	112464	51.00

PACKET: 06771 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2186	ROGGE EXCAVATING							
	I-6084	02/19 SNOW HAULING	R	3/22/2019		11,800.00CR	112465	
	I-6103	03*19 SNOW HAULING	R	3/22/2019		12,645.00CR	112465	
	I-6104	03/08/19 SNOW HAULING	R	3/22/2019		400.00CR	112465	24,845.00
2201	RUNNINGS SUPPLY INC							
	I-4596820	CURLING SUPPLIES	R	3/22/2019		26.80CR	112466	
	I-4599244	CURLING SUPPLIES	R	3/22/2019		73.43CR	112466	
	I-4603796	TRACTION GRIT	R	3/22/2019		9.98CR	112466	110.21
3687	SHETEK ENVIRONMENTAL LEARNING CENTER							
	I-1904	PROGRAMMING	R	3/22/2019		132.42CR	112467	132.42
4855	SOUTHERN GLAZER'S OF MN							
	I-1795413	.	R	3/22/2019		3,344.51CR	112468	
	I-1795414	.	R	3/22/2019		29.00CR	112468	
	I-1795415	.	R	3/22/2019		928.00CR	112468	
	I-5039881	.	R	3/22/2019		2,866.35CR	112468	7,167.86
2311	SOUTHWEST GLASS CENTER							
	I-103454	#2 HANGAR DOOR	R	3/22/2019		35.25CR	112469	35.25
4522	ST LOUIS MRO INC.							
	I-46621	PRE-EMPLOYMENT	R	3/22/2019		73.50CR	112470	73.50
3808	STELTER, GEOFFREY							
	I-201903213312	03/12/19 RECERTIFICATION-ARDEN	R	3/22/2019		184.28CR	112471	184.28
1	THE CABOOSE							
	I-201903223313	GOV'T WORKSHOP	R	3/22/2019		60.00CR	112472	60.00
2428	TITAN MACHINERY							
	I-12099517GP	CUTTING EDGE BOLTS	R	3/22/2019		69.36CR	112473	69.36
3538	TURFWERKS							
	I-EE04702	SMITHCO SAND STAR W/GROOMER	R	3/22/2019		19,109.00CR	112474	19,109.00
3875	TYLER TECHNOLOGIES							
	I-025-252920	05/19-04/20 SECURE SIGNATURES	R	3/22/2019		466.95CR	112475	466.95
5733	VAST BROADBAND							
	I-002685901-0319	03/08-04/07/19	R	3/22/2019		84.35CR	112476	
	I-002687201-0319	03/08-04/07/19	R	3/22/2019		113.48CR	112476	
	I-005489701-0319	03/08-04/07/19	R	3/22/2019		106.95CR	112476	
	I-015511601-0319	03/10-04/09/19	R	3/22/2019		196.46CR	112476	501.24

PACKET: 06771 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
4489	VERIZON WIRELESS							
	I-982548421	02/09-03/08/19	R	3/22/2019		480.12CR	112477	480.12
4594	VINOCUPIA							
	I-0228494-IN	.	R	3/22/2019		883.63CR	112478	883.63
2605	WINE MERCHANTS							
	I-7225853	.	R	3/22/2019		306.24CR	112479	306.24
2632	ZIEGLER INC							
	I-PC040325650	CAT 950 LOADER	R	3/22/2019		46.81CR	112480	46.81

* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	66	0.00	173,707.17	173,707.17
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	11	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	77	0.00	173,707.17	173,707.17

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

PACKET: 06771 Regular Payments

VENDOR SET: 01

**** CHECK LISTING ****

BANK : AP REG AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
101	3/2019	70,144.75CR
208	3/2019	48.00CR
211	3/2019	842.12CR
258	3/2019	1,507.92CR
270	3/2019	188.00CR
401	3/2019	19,109.00CR
495	3/2019	156.75CR
602	3/2019	6,724.39CR
609	3/2019	74,417.24CR
630	3/2019	569.00CR
=====		
ALL		173,707.17CR

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
3/26/2019

PROJECT #:	Coding	DATE		CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2017 PRIOR PAYMENTS	2018 Prior Payments	2019 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
	475-70276-5520		Justice Park Bathroom	Doom & Cuypers Construction	117,867.00	460.00	118,327.00	0.00	46,762.80	17,526.55		2,959.45	51,078.20	56.83%
Z47	462-60211-5570	10/3/2017	Commerce Industrial Park/Michigan Road Imp	Midwest Contracting	4,004,847.25	26,544.00	4,031,391.25	1,644,399.13	1,598,388.75			170,673.05	617,930.32	84.67%
Z67	475-60211-5570	6/12/2018	Michigan Road/Superior Road Reconsctruction	D & G Excavating	1,022,427.60	2,050.00	1,024,477.60	-	959,481.14			50,499.01	14,497.45	98.58%
Z64	475-60211-5570	6/1/2018	Saratoga Street Recon (4th - Southview)	R & G Construction	2,846,784.60	42,077.45	2,888,862.05	-	2,721,729.47	21,800.66		144,396.32	935.60	99.97%
					<u>7,991,926.45</u>	<u>71,131.45</u>	<u>8,063,057.90</u>	<u>1,644,399.13</u>	<u>5,326,362.16</u>		<u>0.00</u>	<u>368,527.83</u>	<u>684,441.57</u>	



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider a Resolution Extending a Local Emergency Declaration
Background Information:	<p>On March 24, 2019, Bob Byrnes, the Mayor of Marshall, acting on behalf of and for the City of Marshall, declared a state of emergency within the City of Marshall as per Minnesota Chapter 12. A declaration of a local emergency invokes necessary portions of the response and recovery aspects of applicable local or interjurisdictional disaster plans and may authorize aid and assistance under those plans. With this declaration the city's emergency organization structure, plan and EOC is activated.</p> <p>A Resolution must be enacted under authority of Minnesota Statutes Sections 12.29 and 12.37 to extend the period of a mayor-declared local emergency.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	Adopt Resolution Number ____, Second Series, A RESOLUTION enacted under authority of Minnesota Statutes Sections 12.29 and 12.37 to extend the period of a mayor-declared local emergency.

RESOLUTION NUMBER _____, SECOND SERIES

A RESOLUTION enacted under authority of Minnesota Statutes Sections 12.29 and 12.37 to extend the period of a mayor-declared local emergency.

Whereas, the Mayor of the City of Marshall has found that the following situation exists:

- Continued spring snow melt from record precipitation within and surrounding the City.
- Unpredictable high flows and elevation of the Redwood River in and near the City.
- Potential urban and localized flooding within the City.

Whereas, the mayor has declared that the situation is a local emergency;

Whereas, the city council agrees with the mayor's findings and further finds that the situation will last for more than three days; and

Whereas, a declaration of a local emergency invokes necessary portions of the response and recovery aspects of applicable local or interjurisdictional disaster plans and may authorize aid and assistance under those plans. In particular, the City is able to combat the disaster and provide emergency assistance without complying with time-consuming procedures and formalities that are generally required before:

- The performance of public work
- Entering into contracts
- Incurring obligations
- Employing temporary workers
- Renting equipment
- Purchasing supplies and materials
- The appropriation and expenditure of public funds

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

The city council declares that the local emergency is recognized as continuing until April 23, 2019.

This declaration of a local emergency will invoke the city's disaster plan. The portions that are necessary for response to and recovery from the emergency must be used.

Passed by the City Council of Marshall, Minnesota this 26 day of March, 2019.

Mayor

Attested:

City Clerk

DISTRIBUTED TO THE FOLLOWING:

Police Department
Fire Chief
Marshall Independent
KMHL/KKCK
City of Marshall - Website / Social Media

OFFICE OF**MAYOR****344 WEST MAIN STREET****MARSHALL, MN 56258****PHONE: 507-537-6760 FAX: 507-537-6830**

PRESS RELEASE

March 24, 2019

CITY OF MARSHALL STATE OF EMERGENCY DECLARED

On March 24, 2019, Bob Byrnes, the Mayor of Marshall, acting on behalf of and for the City of Marshall, declared a state of emergency within the City of Marshall as per Minnesota Chapter 12. A declaration of a local emergency invokes necessary portions of the response and recovery aspects of applicable local or interjurisdictional disaster plans, and may authorize aid and assistance under those plans. With this declaration the city's emergency organization structure, plan and EOC is activated.

Due to the recent ice dams located on the Redwood River, observed record elevation Redwood River levels as well as the designed overflow of the River at Victory Park/Wayside Rest are being observed.

City leadership and staff have been performing continuous monitoring of the Redwood River and street storm water systems. Currently the River is experiencing moderate to high flows with ice dams. River structures and street storm water systems are currently taking the flows, however, the City's Public Works Division has utilized pumps in certain locations to alleviate localized urban flooding.

A declaration of a local emergency invokes necessary portions of the response and recovery aspects of applicable local or interjurisdictional disaster plans and may authorize aid and assistance under those plans. In particular, the City is able to combat the disaster and provide emergency assistance without complying with time-consuming procedures and formalities that are generally required before:

- The performance of public work
- Entering into contracts
- Incurring obligations
- Employing temporary workers
- Renting equipment
- Purchasing supplies and materials
- The appropriation and expenditure of public funds

The declaration also allows the City to potentially be eligible for state and federal funding to help the City cover costs associated with its response to the current River levels.

The Camden Regional Trail head parking lot located at Victory Park/Wayside Rest is open only to authorized personnel and is currently closed to the public.

The City is encouraging the public to stay safe distance from the ice dam locations as well as areas of the River where elevations and flows are near capacity of the River banks.



OFFICE OF
THE MAYOR
PHONE: (507) 537-6760
344 West Main Street
Marshall, MN 56258

LOCAL DECLARATION OF A STATE OF EMERGENCY

WHEREAS the City of Marshall, Minnesota, has potential for losses of portions of residential and commercial property on March 24, 2019; and

WHEREAS the City of Marshall is a public entity within the State of Minnesota; and

WHEREAS the following conditions exist in the City of Marshall: the Redwood River in the City of Marshall has significant ice dams which has resulted in record water levels in the River, and designed overflow at the engineered fixed base weir at Victory Park/Wayside Rest.

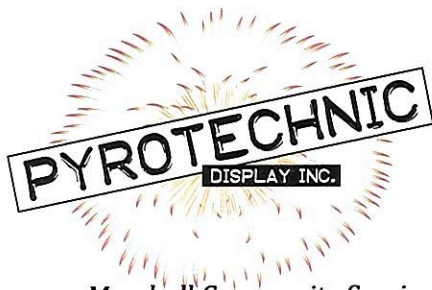
NOW, THEREFORE, BE IT RESOLVED, that the City of Marshall, acting on behalf of and for the City of Marshall, declares that a state of emergency exists within the City of Marshall, with all the powers and responsibilities attending thereto as providing by Chapter 12, Minnesota Statutes.

Robert Byrnes
Mayor
City of Marshall, MN



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consideration of renewal agreement with Pyrotechnic Display Inc., for City of Marshall July 4 th fireworks
Background Information:	The City of Marshall began contracting services from Pyrotechnic Display Inc., in 2014 for their annual fireworks. That initial agreement was approved at a cost of \$8,925.00 yearly. An additional 3-year renewal was approved in 2016 for \$10,263.00 per year. The show provided entertains for approximately 20 minutes and has been well received by the attendees and surrounding communities. The current 3-year agreement expires after July 4, 2019.
Fiscal Impact:	The yearly cost of the fireworks display will be paid out of 101-70774-2211.
Alternative/ Variations:	None suggested.
Recommendations:	Staff recommends approval of the three-year renewal agreement (2020, 2021 & 2022) with Pyrotechnic Display, Inc.



Marshall Community Services
344 W. Main Street
Marshall, MN 56258
Attn: Mr. Scott VanDerMillen – Director of Community Services

February 14, 2019

Dear Scott:

It was a pleasure speaking with you the other day. Thank you for your kind words as I am on the mend and getting back to working regular hours.

As mentioned in our conversation we currently have your 7/4/19 fireworks display locked into our schedule. I will design your display in the coming months once we have received all of our 2019 fireworks shipments. Every year I like to design your display right after all our fireworks are received so I can add new and exciting items in your display. I include a wide variety of fireworks and effects to keep the display entertaining. Please let me know if you have any special fireworks requests.

With respect to your July 4 fireworks displays in 2020, 2021, & 2022 for budget purposes you should plan on \$11,800.00 per year to keep the display similar in design and duration. Unfortunately the cost to import fireworks from China has increased, along with increased insurance and truck rental rates. We are unable to absorb these increases. In the event your displays were to remain at the existing budget your display would be approximately (2-3) minutes shorter in duration.

*Attached is our \$11,800 fireworks contract for 2020, 2021, & 2022. We understand you are presenting this to your City Council after April 1, 2019 for budgets and future planning. **We appreciate our clients! We always enjoy working with you and the City of Marshall Staff and look forward to continuing our great working relationship.***

At Pyrotechnic Display Inc. we provide quality entertainment, not just fireworks. If you have any questions please contact me at dnowak@pyrodisplay.com, office (800) 507-9074 ext. 1, or cell (612) 709-4044.

Sincerely,

Dale Nowak
Dale Nowak – Display Sales and Design
Pyrotechnic Display Inc.
Attachments

BUSINESS OFFICE: 8450 W. St. Francis Road, Frankfort, IL 60423
T 800.507.9074 Ext. 3 • F 815.469.6158

KENTUCKY: 638 Tucker Lane, Springfield, KY 40069
T 800.507.9074 Ext. 2 • F 859.284.0644

MINNESOTA: 9405 River Road SE, Clear Lake, MN 55319
T 800.507.9074 Ext. 1 • F 320.743.6499

www.pyrodisplay.com

PYROTECHNIC DISPLAY, INC. **FIREWORKS DISPLAY AGREEMENT**

This agreement is entered into this 14th day of February, 2019 between Pyrotechnic Display, Inc., a Minnesota Corporation with offices in Clear Lake, Minnesota, ("Pyrotechnic") and city of Marshall Community Services of the City of Marshall, State of Minnesota ("Customer"), for the purchase of a fireworks display. ("Agreement")

SECTION 1 FIREWORKS DISPLAY

Pyrotechnic agrees to furnish for the Customer (3) three fireworks display(s), as per the specifications agreed to and made part of this Agreement, on the evening of July 4, 2020, 2021 and 2022 ("Fireworks Display").

SECTION 2 CONTRACT PRICE

In consideration for the Fireworks Display, Customer agrees to pay Pyrotechnic the sum of \$11,800.00 (Eleven thousand eight hundred and 00/100 dollars) PER EACH DISPLAY includes sales tax. A service fee of 1.5% per month shall be added to the Contract Price, or any portion of the Contract Price due, if it is not paid within 15 days of the date payment becomes due under this Agreement.

SECTION 3 MATERIALS AND SERVICES

Pyrotechnic shall be responsible for providing inventory meeting the specifications for the Fireworks Display, and the services of an operator who will be responsible for preparing and conducting the Fireworks Display. Pyrotechnic shall prepare a final design prior to the Fireworks Display, and the exact specifications will be supplied to the Customer after the final design, upon request.

SECTION 4 INSURANCE

Pyrotechnic Display, Inc. shall obtain a Public Liability and Property Damage and Workers Compensation Insurance. Those entities/individuals listed on the certificate of insurance shall be deemed an additional insured per this contract.

SECTION 5 LOCATION

Customer shall be responsible for providing a suitable location for the Fireworks Display. Customer shall cooperate with Pyrotechnic to ensure that the site is suitable for the Fireworks Display, and Pyrotechnic shall have the right to reject a proposed site for lack of accessibility, fire or other safety reasons.

In addition to providing the location, Customer shall be responsible for:

- Providing an appropriate staging area, and a minimum spectator setback of 350 feet.
- Providing for the staging area to be roped off or otherwise clearly marked as off limits to unauthorized personnel.
- Searching the fallout area at first light following a nighttime display.
- Providing security, police and fire protection, to ensure 1) that the staging area and the surrounding setback area will be free from unauthorized persons, and 2) the safety of people in or around the display location.

SECTION 6 WEATHER RELATED POSTPONEMENT AND CANCELLATION.

Customer acknowledges that the Fireworks Display will be provided so long as weather, and weather related conditions, including but not limited to drought and fire risk, permit. In the event of a postponement of the Fireworks display, Customer shall be responsible for payment based on the schedule below, which shall be due within 30 days of the date agreed to in Section 1. If Customer does not reschedule the Fireworks Display within the twelve-month period, an additional 30% of the Contract Price shall be due from the Customer for damages and expenses relating to the cancellation.

If customer chooses to postpone or cancel the Fireworks Display for any reason, customer shall be responsible for payment of the Contract Price based on the schedule below, which shall be due within 15 days of the date agreed to in Section 1.

In the case of postponement or cancellation, Customer shall pay, as an additional fee, the following percentage of the Contract Price.

- At any time prior to the scheduled date of the Fireworks Display, 5% of the Contract Price.
- At any time on the scheduled date for the Fireworks Display, 20% of the Contract Price
- After the commencement of the Fireworks Display, where Pyrotechnic's operator has not determined that the postponement is necessary for weather or weather related circumstances, 100% of the Contract Price.

The Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Pyrotechnic Display, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

SECTION 7 ENTIRE AGREEMENT

This Contract and the Fireworks Exhibition and Display Program constitutes the entire agreement between the parties hereto, and there are no other understandings, either oral or written, regarding to the subject matter hereof. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

**PYROTECHNIC DISPLAY, INC.
FIREWORKS DISPLAY AGREEMENT**

NOTE: Any changes without Pyrotechnic Display, Inc. approval will cancel agreement.

NOTE: This agreement will be withdrawn if not accepted within 45 days.

IN WITNESS WHEREOF, the undersigned executed this Contract by and through their authorized representatives whose names appear below.

Signed on: _____, 20____.

Signed on: _____, 20____.

PYROTECHNIC DISPLAY, INC.

CUSTOMER:

BY: _____

BY: _____

**Its duly authorized agent, who represents
he/she has full authority to bind the
customer.**

NAME: Dale M. Nowak
(PLEASE TYPE OR PRINT)

NAME: _____
(PLEASE TYPE OR PRINT)

ITS: Display Sales and Design

ITS: _____

Pyrotechnic Display, Inc.
9405 River Road SE
Clear Lake, MN 55319
Telephone: (800) 507-9074, Ext. 1

Address: _____
City/State: _____, ____
Zip Code: _____
Telephone: (____) ____ - ____
Email: _____



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of labor agreements between the City of Marshall and LELS Local No. 190
Background Information:	<p>The 2016-2018 labor agreement with LELS Local 190 expired on December 31, 2018. Tentative agreement with the union on contract terms for a new three-year agreement (2019-2021) has been reached.</p> <p>Summary of contract amendments:</p> <ol style="list-style-type: none"> 1) Duration: January 1, 2019 – December 31, 2021 2) Union Security—technical change relating to the payment of dues by union members; language was proposed by the City as recommended by our labor attorney 3) Wages: increase in shift differential from \$0.30 to \$0.50 per hour; increase in Field Training Officer pay from \$1.00 to \$1.25 per hour for actual hours worked in this role. 4) Overtime—increase in maximum compensatory time accrual limit from 45 to 50 hours. 5) Insurance—amended contract years. 6) Vacation—deletion of a clause that restricted new employees from using their vacation accruals in the first six months of employment. 7) Holidays—amended clause to allow an employee to elect holiday pay in lieu of time off on a holiday; where employees do not elect pay for holidays, contract language has been added which pays out unused holiday hours on the first payroll check of December each year. 8) Leaves of Absence: added reference to three laws that may be applicable to employees requesting a leave of absence; the consideration for approval or denial of employee leaves will continue to be administered in accordance with both state and federal laws. 9) Wages: 2% general wage increase for 2019 plus a \$0.40 market adjustment added to each step; 3.25% general wage increase for 2020, and 3.25% general wage increase for 2021. 10) Memorandum of Understanding—identifies the effective dates of the proposed wage schedule for the term of the agreement (effective 1st day of the pay period that includes January 1). 11) Memorandum of Agreement regarding the accrual of compensatory time; this agreement will expire on December 31, 2021. The language in this agreement is consistent with the current administration of earned accruals. <p>If approved, staff will amend the wage schedules in accordance with the labor agreement.</p>
Fiscal Impact:	<ul style="list-style-type: none"> • Shift Differential—approximate increase of \$3,175 per year. • Field Training Officer (FTO) Pay—approximate increase of \$232.88 per year. • Wages:

	<ul style="list-style-type: none"> ▪ The 2% general wage increase in 2019 is consistent with the non-union and AFSCME increases and the 2019 budget approved by the Council. ▪ The general wage increase package over the 3-year contract duration (2019-2021) is the same as that approved by the Council for the AFSCME employee group across the same duration. ▪ The proposed \$0.40 market adjustment in 2019 has an estimated cost impact of \$16,747.
Alternative/ Variations:	None recommended.
Recommendations:	The adoption of RESOLUTION NUMBER XXXX, SECOND SERIES approving a collective bargaining agreement, memorandum of understanding, and memorandum of agreement between the City of Marshall and LELS Local 190 and authorizes proper City officials to sign the agreements.

**LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.**

(POLICE OFFICERS – Local #190)

January 1, ~~2016~~2019 – December 31, ~~2018~~2021

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LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, ~~2016-2019~~ – December 31, ~~2018-2021~~ between the City of Marshall, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and or application; and
- 1.2 Place in written form the parties' agreement on terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes for all licensed peace officers as defined in Bureau of Mediation Services Case No. 94-PCE-1004 dated February 8, 1994.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEES: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Marshall Police Department.
- 3.5 EMPLOYER: The City of Marshall.
- 3.6 DIRECTOR: The Director of Public Safety of the City of Marshall Police Department.

- 3.7 UNION STEWARD: The Steward elected or appointed by the UNION.
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of an averaged forty (40) hour work week or the employees scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- a) Full-time employee
 - b) Part-time employee - a designated work period
- 3.10 REST BREAKS: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to hire, promote, transfer, and assign Employee(s); to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms described in this Agreement to the extent practicable; to lay off Employee(s); to assign duties, tasks, jobs, hours, and shifts to Employee(s); and to perform such other inherent managerial functions as set forth in the Public Employment Labor Relations Act, as amended, hereinafter referred to as PELRA; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any term and condition of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 4.3 The forgoing enumeration of the Employer's authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.
- 4.4 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right,

prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.1 The EMPLOYER shall deduct, from the wages of an employees who authorizes such a deduction in writing, an amount necessary to cover monthly UNION dues or other fees. Such monies shall be remitted as directed by the UNION.
- 5.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate. The EMPLOYER agrees to inform the UNION in writing within ten (10) days of employment of the name, classification, and home address of each new employee.
- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements and to make space available for UNION meetings whenever practicable.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 Definition of a Grievance:

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 Union Representatives:

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by Sect. 5.2 of this AGREEMENT.

6.3 Processing of a Grievance:

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when

consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 Procedure:

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1

An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representatives final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER's Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 3A or Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 3A or Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 3A

If desired by the Union, the Union may submit a written or electronic request to the Employer-designated Step 3 representative to mediate the grievance. The grievance shall be mediated if agreed to by both parties. A grievance not resolved in Step 3A within ten (10) calendar days following the Employer-designated representative's written refusal to mediate or completion of mediation as designated by the mediator may be appealed to Step 4. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4

A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made consistent with the rules established by the Bureau of Mediation Services.

6.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver:

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the

EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

6.7 Choice of Remedy:

If the event giving rise to a grievance is appealed to or challenged in any procedure other than the grievance procedure in this article, at any time, the grievance is no longer subject to this grievance procedure nor arbitration under such procedure.

ARTICLE 7 - SAVINGS CLAUSE

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal is made within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 – PROBATION

- 8.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) months of active work (which does not include time spent on a leave of absence except as may be required by law). Part-time employees who are original hires, or rehires following separation, shall serve a probationary period of 2,080 hours of compensated service excluding overtime. Licensed peace officers who are promoted, reassigned or transferred shall complete a six (6)-month probationary period. The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union.
- 8.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer without just cause being required or such discharge being subject to Article 6 (Grievance Procedure) of this Agreement. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.
- 8.3 Eligible employees shall, during the probationary period, accumulate paid leave as provided by Articles 20 and 21. Leaves of absence shall not be permitted during the probationary period, except as required by law.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the EMPLOYER on the basis of time in grade and time within specific classifications.
- 9.2 Senior employees will be given preference with regard to changes in job classification through transfer, assignment and promotion in the bargaining unit when the job-relevant qualifications of employees are equal.
- 9.3 Employees will be laid off by job classification seniority. Employees on layoff will have recall rights for 24 months after layoff. No employees will be hired in any job classification in which employees are laid off who have recall rights.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion; and
 - e) Discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form. Employees and the UNION shall receive a copy of written reprimands, suspensions, demotions, or discharges.
- 10.3 Written reprimands, notices of suspension, demotions, and discharge shall become part of an employee's personnel file. Written reprimands and notices of suspension and demotions shall be read and acknowledged by signature of the employee.
- 10.4 Employees may examine and duplicate at their own expense their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 An employee will not be questioned when the information obtained through such questioning may subject the employee to disciplinary action unless the employee has been given an opportunity to have an attorney or union representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VI.

ARTICLE 11 - WORK SCHEDULES

The normal work year for full-time employees is two thousand and eighty (2,080) hours to be accounted for by each employee through:

- a) Hours worked on assigned shifts;
- b) Assigned training; and
- c) Authorized leave time.

ARTICLE 12 - WAGES

12.1 The wages for employees are listed in Appendix A.

12.2 ~~Effective January 1, 2013, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional twenty-five (\$0.25) cents per hour for actual hours worked.~~ Effective January 1, 2014, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional thirty (\$0.30) cents for actual hours worked. Effective the first day of the first full pay period following ratification, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional fifty cents (\$0.50) for actual hours worked.

12.3 ~~Effective January 1, 2013, employees who are assigned to the role of Field Training Officer will be paid an additional seventy-five (\$.75) cents per hour for actual hours worked in this role.~~ Effective January 1, 2014, employees who are assigned to the role of Field Training Officer will be paid an additional one dollar (\$1.00) per hour for actual hours worked in this role. Effective the first day of the first full pay period following ratification, employees who are assigned to the role of Field Training Officer will be paid an additional one dollar and twenty-five cents (\$1.25) per hour for actual hours worked in this role.

ARTICLE 13 - OVERTIME

13.1 Employees will be compensated at one and one-half (1-1/2) times the employees regular base pay rate for hours worked in excess of the employees scheduled shift or an averaged forty (40) hour work week. Changes of shifts do not qualify an employee for overtime under this ARTICLE.

13.2 Overtime will be distributed as equally as practicable.

13.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

13.4 Overtime will be calculated to the nearest fifteen (15) minutes.

- 13.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.6 Employees will be allowed to accumulate up to a maximum of ~~fifty forty-five~~ (4550) hours of compensatory time.

ARTICLE 14- COURT TIME

An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employees base pay rate or for time worked whichever is greater. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the two (2) hour minimum. The Employer will attempt to notify an employee of cancellation as soon as is practicable.

ARTICLE 15 - CALL BACK TIME

An employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours' pay or for time worked whichever is greater at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 16 - INSURANCE

The EMPLOYER will contribute for each full-time employee for single group insurance the same amount the City contributes for other City employees in ~~2016~~2019, ~~2017~~2020, and ~~2018~~2021.

The EMPLOYER will contribute for each full-time employee for group insurance, including dependent coverage the same amount the City contributes for other City employees in ~~2016~~2019, ~~2017~~2020, and ~~2018~~2021.

ARTICLE 17 - UNIFORMS

The EMPLOYER shall provide required uniform and equipment items. Refer to Appendix B for the Equipment List. Personal items destroyed or damaged in the line of duty will be repaired/replaced on a reasonable cost basis. The Employer will pay no more than \$150 to repair/replace footwear.

ARTICLE 18 - NON-DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any employee on any basis prohibited by law.

ARTICLE 19 - PART-TIME EMPLOYEE BENEFITS

Part-time employees who have completed the required one year probationary period and who are regularly scheduled to work thirty hours or more per week shall receive pro-rata benefits under this Agreement.

ARTICLE 20 - VACATION

20.1 Full-time employees shall earn vacation at the following rates:

<u>Years of Service</u>	<u>Hours per Year</u>
0 to 5 years	80 hours
5 to 10 years	120 hours
10 to 15 years	144 hours
15 to 20 years	160 hours
20+ years	200 hours

~~Employees may not use accumulated vacation until completion of six (6) months of continuous employment.~~

20.2 An employee terminating employment prior to six months of service shall not receive vacation pay on termination. An employee terminating service after six months of service shall receive accumulated vacation pay provided the employee was not terminated for cause.

20.3 Vacation time must be arranged and approved by the EMPLOYER-designated representative. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate more than two (2) times their allowed annual vacation earnings.

ARTICLE 21 - SICK LEAVE

21.1 Full-time employees hired prior to January 1, 2002 shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation, full-time employees shall earn four (4) hours of sick leave for each month on paid status. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use deducted from their 960 hour bank of leave.

Full-time employees hired after January 1, 2002 shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation, full-time employees shall earn four (4) hours of sick leave for each month on paid status up to an additional 240 hours for a combined maximum of 1200 hours. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use deducted from their 960 hour bank of leave

- 21.2 For the purpose of accruing sick leave only, employees with a date of hire that is on or before the 5th of the month shall be considered to have started employment on the first day of that month. Employees with a date of hire between the 6th and 21st of the month will receive 4 hours of sick leave for that month. Employees with a date of hire on or after the 22nd of the month shall be considered to have started employment on the first of the month following the date of hire.
- 21.3 To be eligible to receive sick leave benefits employees must notify the EMPLOYER-designated representative at least one hour prior to the start of their scheduled shift unless unusual circumstances prevent the employee from such prior notification. Employees may use sick leave benefits for an absence due to illness or injury. Sick leave may be granted when the employee is unable to perform work duties due to illness, injury or disability, the necessity for medical, dental, or chiropractic, or psychological care, for child birth or pregnancy disability, maternity or paternity leave, or exposure to contagious disease where such exposure may endanger the health of others. Accrued sick leave benefits may be used for absences due to an illness or injury to the employee's child, adult child, sibling, spouse, parent, mother-in-law, father-in-law, stepparent, grandchild, and grandparent in accordance with Minnesota law (Section 181.9413). For the purposes of this clause, "child" means a step child, biological, adopted, or foster child, either under 18 years of age, or under 20 and still attending secondary school.

An employee may utilize accrued sick leave for "safety leave" for reasonable absences for themselves or the following relatives, the employee's: child/adult child, spouse, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent. Safety leave is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Safety leave will be granted in accordance with Minnesota law.

An employee's use of accrued sick leave and/or safety leave benefits for an adult child, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent are limited to 160 hours of combined time per calendar year (January to December).

- 21.4 Employees may use sick leave when disabled and unable to perform the duties of their position and as required by law. Employees injured in the line of duty and eligible for workers' compensation benefits shall receive sick leave benefits to the extent of their accrued sick leave to supplement their workers' compensation benefits to equal their

normal compensation. The employee's sick leave bank will be charged for the amount of the supplemental payments.

21.5 On termination, except for just cause, employees or their estate shall receive payment for unused sick leave as follows:

- | | | |
|----|--------------------------------|--------------------------|
| a. | after five years of service | 20% of unused sick leave |
| b. | after ten years of service | 30% of unused sick leave |
| c. | after fifteen years of service | 40% of unused sick leave |
| d. | after twenty years of service | 50% of unused sick leave |

ARTICLE 22 - SEVERANCE PAY

22.1 Following 20 years of service with the City, employees (or their estate) are eligible for severance pay if:

- a) the employee terminates employment in good standing with the City; or
- b) the employee becomes disabled to the extent that he/she can no longer work for the City; or
- c) in the event of the death of the employee.

The employee or his/her estate will receive one (1) month's current salary plus 3% of the monthly salary for each year of service above 20 years to a maximum of 150% of the monthly salary (applicable taxes will be withheld).

22.2 Employees that are terminated from the City due to disciplinary action are not eligible to receive severance pay.

ARTICLE 23- HOLIDAYS

23.1 The following eleven (11) days are paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
Presidents' Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)

Employees will be granted two (8) hour floating holidays on a pro-rata basis during a calendar year to be scheduled with permission of the employees designated supervisor

and may not be carried over from one year to the next.

23.2 If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of pay or eight (8) hours of time off scheduled duty with the approval of the employee's designated supervisor ~~within thirty (30) days of the holiday~~ at the employee's regular hourly rate of pay. If the holiday hours are not used within the calendar year in which they were accrued, the hours shall be paid out in the first payroll check in December of that calendar year. When an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1-1/2) times the regular rate, plus-eight (8) hours regular rate holiday pay.

23.3 Employees on an unpaid leave of absence on the holiday will not receive holiday pay specified in this Article.

ARTICLE 24 - JURY DUTY

Employees required to serve on jury duty will be compensated the difference between the employees regular rate of pay and the amount paid for jury duty less mileage.

ARTICLE 25 - LEAVES OF ABSENCE

Employees will be provided leaves of absence with and/or without pay as required by law, including, but not limited to: Family and Medical Leave Act, Parental Leave Act, and Women's Economic Security Act. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.

ARTICLE 26 – FUNERAL/BEREAVEMENT LEAVE

In case of death in an employee's immediate family, as well as brothers, sisters, step-siblings, brothers and sisters-in-law, son/daughter in-law, mother, father, parents-in-law, grandchildren, grandparents, and grandparents-in-law. The Chief of Police may authorize a maximum of three (3) consecutive working days with pay for each emergency, as funeral leave. Funeral leave may not exceed forty (40) hours per year and may not be carried over to the following year.

ARTICLE 27 - POST LICENSE FEE

The Employer shall pay up to ninety dollars (\$90.00) for the police officers POST license fee every three years.

ARTICLE 28 - WAIVER

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT. Even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 29 - DURATION

This AGREEMENT shall be effective as of January 1, ~~2016~~2019 and shall remain in full force and effect until the 31st of December ~~2018~~2021.

In witness whereof, the parties hereto have executed this AGREEMENT on the latest date affixed to the signatures hereto.

FOR THE CITY OF MARSHALL

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.

Robert J. Byrnes, Mayor

Business Agent

~~Jane DeVries~~Kyle Box, City Clerk

Union Steward

Date

Union Steward

Date

APPENDIX A

CITY OF MARSHALL HOURLY WAGE SCHEDULE

Wage Schedule, effective January 1, 2016 – December 31, 2016

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corporal	\$24.88	\$26.54	\$28.19	\$29.85	\$31.51	\$33.17
Detective	\$24.88	\$26.54	\$28.19	\$29.85	\$31.51	\$33.17
Police Officer	\$22.73	\$24.24	\$25.76	\$27.27	\$28.79	\$30.30

Wage Schedule, effective January 1, 2017 – December 31, 2017

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corporal	\$25.63	\$27.34	\$29.04	\$30.75	\$32.46	\$34.17
Detective	\$25.63	\$27.34	\$29.04	\$30.75	\$32.46	\$34.17
Police Officer	\$23.41	\$24.97	\$26.53	\$28.09	\$29.65	\$31.21

Wage Schedule, effective January 1, 2018 – December 31, 2018

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corporal	\$26.46	\$28.22	\$29.99	\$31.75	\$33.52	\$35.28
Detective	\$26.46	\$28.22	\$29.99	\$31.75	\$33.52	\$35.28
Police Officer	\$24.17	\$25.78	\$27.39	\$29.00	\$30.61	\$32.22

2019—2.0% General Wage Increase; plus \$0.40 Market Adjustment added to each step

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Police Corporal</u>	<u>27.39</u>	<u>29.19</u>	<u>30.99</u>	<u>32.79</u>	<u>34.59</u>	<u>36.39</u>
<u>Police Detective</u>	<u>27.39</u>	<u>29.19</u>	<u>30.99</u>	<u>32.79</u>	<u>34.59</u>	<u>36.39</u>
<u>Police Officer</u>	<u>25.05</u>	<u>26.69</u>	<u>28.33</u>	<u>29.97</u>	<u>31.62</u>	<u>33.26</u>

2020—3.25% General Wage Increase

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Police Corporal</u>	<u>28.18</u>	<u>30.06</u>	<u>31.93</u>	<u>33.81</u>	<u>35.69</u>	<u>37.57</u>
<u>Police Detective</u>	<u>28.18</u>	<u>30.06</u>	<u>31.93</u>	<u>33.81</u>	<u>35.69</u>	<u>37.57</u>
<u>Police Officer</u>	<u>25.76</u>	<u>27.47</u>	<u>29.19</u>	<u>30.91</u>	<u>32.62</u>	<u>34.34</u>

2021—3.25% General Wage Increase

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Police Corporal</u>	<u>29.09</u>	<u>31.03</u>	<u>32.97</u>	<u>34.91</u>	<u>36.85</u>	<u>38.79</u>
<u>Police Detective</u>	<u>29.09</u>	<u>31.03</u>	<u>32.97</u>	<u>34.91</u>	<u>36.85</u>	<u>38.79</u>

<u>Police Officer</u>	<u>26.60</u>	<u>28.37</u>	<u>30.14</u>	<u>31.91</u>	<u>33.69</u>	<u>35.46</u>
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APPENDIX B

Equipment List for Full-Time Patrol Officer

Uniform Hat	1	Duty Holster	1
		Up to \$50, additional borne by officer.	
Hat Rain Cover	1	Citation Book Holder	1
Winter - Fur Hat	1	Policy Book	1
Summer Uniform Shirts	3	Business Card	1
Winter Uniform Shirts	3	Tie	1
Uniform Pants	3	Cartridge Magazine Pouches	1
All Season Jacket	1	Duty Ammo	1
Badge - Hat	1	Glove Pouch	1
Badge - Uniform	2	Portable Radio, Charger, Accessories	1
Pair Collar Brass - Small	1	Pair White Gloves	1
Pair Collar Brass - Large	1	Mace	1
Individual Name Tag	2	Mace Holder	1
"Serving Since" Service Bar	1	Key Holder	1
Key Set – Office, Evidence Locker	1	Flash Light Holder	1
Body Armor/Carrier	1	Stinger Light with Charger w/holder	1
Duty Belt	1	Duty Holster (new hires only)	1
Belt Keepers	4	Weapon (new hires only)	1
Handcuffs w/2 Keys	1	Rain Jacket	1
Handcuff Case	1	Taser Holster	1
Blood Resistant Gloves	1	Approved Footwear	1
		(Maximum City Cost of \$150.00)	

Additional Equipment List for Detectives

Blazer	1	Pair of Coveralls	1
Belt Clip Badge Holder	1	Dress Pants	3
		Dress Shirts	3

RESOLUTION NUMBER _____, SECOND SERIES

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT, A MEMORANDUM OF UNDERSTANDING, AND A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL NO. 190 AND THE CITY OF MARSHALL TO BE EFFECTIVE THROUGH DECEMBER 31, 2021

WHEREAS, a collective bargaining agreement between the City of Marshall and Law Enforcement Labor Services, Inc., Local No. 190, as the representative of City of Marshall Police Officers, expired as of December 31, 2018; and

WHEREAS, as a result of collective bargaining, the parties have reached agreement regarding terms and conditions of employment regarding the employees of this bargaining unit; and

WHEREAS, a copy of the written collective bargaining agreement, the memorandum of understanding regarding implementation dates of wage increases, and a memorandum of agreement regarding the accrual of compensatory time are attached hereto, which are by this reference expressly incorporated herein; and

WHEREAS, the Law Enforcement Labor Services, Inc., Local No. 190 has ratified acceptance of this agreement; and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves this labor agreement as outlined.

Passed and adopted by the Common Council this 26th day of March, 2019.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

Kyle Box
City Clerk

**LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.**

(POLICE OFFICERS – Local #190)

January 1, 2019 – December 31, 2021

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LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
LAW ENFORCEMENT LABOR SERVICES, INC.

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2019 – December 31, 2021 between the City of Marshall, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, Inc., hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and or application; and
- 1.2 Place in written form the parties' agreement on terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes for all licensed peace officers as defined in Bureau of Mediation Services Case No. 94-PCE-1004 dated February 8, 1994.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEES: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Marshall Police Department.
- 3.5 EMPLOYER: The City of Marshall.
- 3.6 DIRECTOR: The Director of Public Safety of the City of Marshall Police Department.

- 3.7 UNION STEWARD: The Steward elected or appointed by the UNION.
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of an averaged forty (40) hour work week or the employees scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- a) Full-time employee
 - b) Part-time employee - a designated work period
- 3.10 REST BREAKS: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; to hire, promote, transfer, and assign Employee(s); to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms described in this Agreement to the extent practicable; to lay off Employee(s); to assign duties, tasks, jobs, hours, and shifts to Employee(s); and to perform such other inherent managerial functions as set forth in the Public Employment Labor Relations Act, as amended, hereinafter referred to as PELRA; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any term and condition of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 4.3 The forgoing enumeration of the Employer's authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.
- 4.4 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right,

prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.1 The EMPLOYER shall deduct, from the wages of an employee who authorizes such a deduction in writing, an amount necessary to cover monthly UNION dues or other fees. Such monies shall be remitted as directed by the UNION.
- 5.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate. The EMPLOYER agrees to inform the UNION in writing within ten (10) days of employment of the name, classification, and home address of each new employee.
- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements and to make space available for UNION meetings whenever practicable.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 Definition of a Grievance:

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.2 Union Representatives:

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by Sect. 5.2 of this AGREEMENT.

6.3 Processing of a Grievance:

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when

consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 Procedure:

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1

An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representatives final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER's Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 3A or Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 3A or Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 3A

If desired by the Union, the Union may submit a written or electronic request to the Employer-designated Step 3 representative to mediate the grievance. The grievance shall be mediated if agreed to by both parties. A grievance not resolved in Step 3A within ten (10) calendar days following the Employer-designated representative's written refusal to mediate or completion of mediation as designated by the mediator may be appealed to Step 4. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4

A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made consistent with the rules established by the Bureau of Mediation Services.

6.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver:

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the

EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

6.7 Choice of Remedy:

If the event giving rise to a grievance is appealed to or challenged in any procedure other than the grievance procedure in this article, at any time, the grievance is no longer subject to this grievance procedure nor arbitration under such procedure.

ARTICLE 7 - SAVINGS CLAUSE

This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal is made within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 – PROBATION

- 8.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of twelve (12) months of active work (which does not include time spent on a leave of absence except as may be required by law). Part-time employees who are original hires, or rehires following separation, shall serve a probationary period of 2,080 hours of compensated service excluding overtime. Licensed peace officers who are promoted, reassigned or transferred shall complete a six (6)-month probationary period. The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union.
- 8.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer without just cause being required or such discharge being subject to Article 6 (Grievance Procedure) of this Agreement. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.
- 8.3 Eligible employees shall, during the probationary period, accumulate paid leave as provided by Articles 20 and 21. Leaves of absence shall not be permitted during the probationary period, except as required by law.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the EMPLOYER on the basis of time in grade and time within specific classifications.
- 9.2 Senior employees will be given preference with regard to changes in job classification through transfer, assignment and promotion in the bargaining unit when the job-relevant qualifications of employees are equal.
- 9.3 Employees will be laid off by job classification seniority. Employees on layoff will have recall rights for 24 months after layoff. No employees will be hired in any job classification in which employees are laid off who have recall rights.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Demotion; and
 - e) Discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form. Employees and the UNION shall receive a copy of written reprimands, suspensions, demotions, or discharges.
- 10.3 Written reprimands, notices of suspension, demotions, and discharge shall become part of an employee's personnel file. Written reprimands and notices of suspension and demotions shall be read and acknowledged by signature of the employee.
- 10.4 Employees may examine and duplicate at their own expense their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 An employee will not be questioned when the information obtained through such questioning may subject the employee to disciplinary action unless the employee has been given an opportunity to have an attorney or union representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VI.

ARTICLE 11 - WORK SCHEDULES

The normal work year for full-time employees is two thousand and eighty (2,080) hours to be accounted for by each employee through:

- a) Hours worked on assigned shifts;
- b) Assigned training; and
- c) Authorized leave time.

ARTICLE 12 - WAGES

- 12.1 The wages for employees are listed in Appendix A.
- 12.2 Effective January 1, 2014, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional thirty (\$0.30) cents for actual hours worked. Effective the first day of the first full pay period following ratification, full-time employees who work the hours between five (5) p.m. and seven (7) a.m. will be paid an additional fifty cents (\$0.50) for actual hours worked.
- 12.3 Effective January 1, 2014, employees who are assigned to the role of Field Training Officer will be paid an additional one dollar (\$1.00) per hour for actual hours worked in this role. Effective the first day of the first full pay period following ratification, employees who are assigned to the role of Field Training Officer will be paid an additional one dollar and twenty-five cents (\$1.25) per hour for actual hours worked in this role.

ARTICLE 13 - OVERTIME

- 13.1 Employees will be compensated at one and one-half (1-1/2) times the employees regular base pay rate for hours worked in excess of the employees scheduled shift or an averaged forty (40) hour work week. Changes of shifts do not qualify an employee for overtime under this ARTICLE.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.4 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 13.6 Employees will be allowed to accumulate up to a maximum of fifty (50) hours of compensatory time.

ARTICLE 14- COURT TIME

An employee who is required to appear in Court during the employee's scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employees base pay rate or for time worked whichever is greater. An extension or early report to a regularly scheduled shift for a court appearance does not qualify the employee for the two (2) hour minimum. The Employer will attempt to notify an employee of cancellation as soon as is practicable.

ARTICLE 15 - CALL BACK TIME

An employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours' pay or for time worked whichever is greater at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 16 - INSURANCE

The EMPLOYER will contribute for each full-time employee for single group insurance the same amount the City contributes for other City employees in 2019, 2020, and 2021.

The EMPLOYER will contribute for each full-time employee for group insurance, including dependent coverage the same amount the City contributes for other City employees in 2019, 2020, and 2021.

ARTICLE 17 - UNIFORMS

The EMPLOYER shall provide required uniform and equipment items. Refer to Appendix B for the Equipment List. Personal items destroyed or damaged in the line of duty will be repaired/replaced on a reasonable cost basis. The Employer will pay no more than \$150 to repair/replace footwear.

ARTICLE 18 - NON-DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any employee on any basis prohibited by law.

ARTICLE 19 - PART-TIME EMPLOYEE BENEFITS

Part-time employees who have completed the required one year probationary period and who

are regularly scheduled to work thirty hours or more per week shall receive pro-rata benefits under this Agreement.

ARTICLE 20 - VACATION

20.1 Full-time employees shall earn vacation at the following rates:

<u>Years of Service</u>	<u>Hours per Year</u>
0 to 5 years	80 hours
5 to 10 years	120 hours
10 to 15 years	144 hours
15 to 20 years	160 hours
20+ years	200 hours

20.2 An employee terminating employment prior to six months of service shall not receive vacation pay on termination. An employee terminating service after six months of service shall receive accumulated vacation pay provided the employee was not terminated for cause.

20.3 Vacation time must be arranged and approved by the EMPLOYER-designated representative. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate more than two (2) times their allowed annual vacation earnings.

ARTICLE 21 - SICK LEAVE

21.1 Full-time employees hired prior to January 1, 2002 shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation, full-time employees shall earn four (4) hours of sick leave for each month on paid status. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use deducted from their 960 hour bank of leave.

Full-time employees hired after January 1, 2002 shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After 960 hours of accumulation, full-time employees shall earn four (4) hours of sick leave for each month on paid status up to an additional 240 hours for a combined maximum of 1200 hours. Employees using sick leave who have earned 960 hours or more of sick leave shall have such sick leave use deducted from their 960 hour bank of leave

21.2 For the purpose of accruing sick leave only, employees with a date of hire that is on or before the 5th of the month shall be considered to have started employment on the first

day of that month. Employees with a date of hire between the 6th and 21st of the month will receive 4 hours of sick leave for that month. Employees with a date of hire on or after the 22nd of the month shall be considered to have started employment on the first of the month following the date of hire.

- 21.3 To be eligible to receive sick leave benefits employees must notify the EMPLOYER-designated representative at least one hour prior to the start of their scheduled shift unless unusual circumstances prevent the employee from such prior notification. Employees may use sick leave benefits for an absence due to illness or injury. Sick leave may be granted when the employee is unable to perform work duties due to illness, injury or disability, the necessity for medical, dental, or chiropractic, or psychological care, for child birth or pregnancy disability, maternity or paternity leave, or exposure to contagious disease where such exposure may endanger the health of others. Accrued sick leave benefits may be used for absences due to an illness or injury to the employee's child, adult child, sibling, spouse, parent, mother-in-law, father-in-law, stepparent, grandchild, and grandparent in accordance with Minnesota law (Section 181.9413). For the purposes of this clause, "child" means a step child, biological, adopted, or foster child, either under 18 years of age, or under 20 and still attending secondary school.

An employee may utilize accrued sick leave for "safety leave" for reasonable absences for themselves or the following relatives, the employee's: child/adult child, spouse, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent. Safety leave is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Safety leave will be granted in accordance with Minnesota law.

An employee's use of accrued sick leave and/or safety leave benefits for an adult child, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent are limited to 160 hours of combined time per calendar year (January to December).

- 21.4 Employees may use sick leave when disabled and unable to perform the duties of their position and as required by law. Employees injured in the line of duty and eligible for workers' compensation benefits shall receive sick leave benefits to the extent of their accrued sick leave to supplement their workers' compensation benefits to equal their normal compensation. The employee's sick leave bank will be charged for the amount of the supplemental payments.
- 21.5 On termination, except for just cause, employees or their estate shall receive payment for unused sick leave as follows:
- | | | |
|----|--------------------------------|--------------------------|
| a. | after five years of service | 20% of unused sick leave |
| b. | after ten years of service | 30% of unused sick leave |
| c. | after fifteen years of service | 40% of unused sick leave |
| d. | after twenty years of service | 50% of unused sick leave |

ARTICLE 22 - SEVERANCE PAY

- 22.1 Following 20 years of service with the City, employees (or their estate) are eligible for severance pay if:
- a) the employee terminates employment in good standing with the City; or
 - b) the employee becomes disabled to the extent that he/she can no longer work for the City; or
 - c) in the event of the death of the employee.

The employee or his/her estate will receive one (1) month's current salary plus 3% of the monthly salary for each year of service above 20 years to a maximum of 150% of the monthly salary (applicable taxes will be withheld).

- 22.2 Employees that are terminated from the City due to disciplinary action are not eligible to receive severance pay.

ARTICLE 23- HOLIDAYS

- 23.1 The following eleven (11) days are paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
Presidents' Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)

Employees will be granted two (8) hour floating holidays on a pro-rata basis during a calendar year to be scheduled with permission of the employees designated supervisor and may not be carried over from one year to the next.

- 23.2 If a holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of pay or eight (8) hours of time off scheduled duty with the approval of the employee's designated supervisor at the employee's regular hourly rate of pay. If the holiday hours are not used within the calendar year in which they were accrued, the hours shall be paid out in the first payroll check in December of that calendar year. When an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1-1/2) times the regular rate, plus-eight (8) hours regular rate holiday pay.

23.3 Employees on an unpaid leave of absence on the holiday will not receive holiday pay specified in this Article.

ARTICLE 24 - JURY DUTY

Employees required to serve on jury duty will be compensated the difference between the employees regular rate of pay and the amount paid for jury duty less mileage.

ARTICLE 25 - LEAVES OF ABSENCE

Employees will be provided leaves of absence with and/or without pay as required by law, including, but not limited to: Family and Medical Leave Act, Parental Leave Act, and Women's Economic Security Act. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.

ARTICLE 26 – FUNERAL/BEREAVEMENT LEAVE

In case of death in an employee's immediate family, as well as brothers, sisters, step-siblings, brothers and sisters-in-law, son/daughter in-law, mother, father, parents-in-law, grandchildren, grandparents, and grandparents-in-law. The Chief of Police may authorize a maximum of three (3) consecutive working days with pay for each emergency, as funeral leave. Funeral leave may not exceed forty (40) hours per year and may not be carried over to the following year.

ARTICLE 27 - POST LICENSE FEE

The Employer shall pay up to ninety dollars (\$90.00) for the police officers POST license fee every three years.

ARTICLE 28 - WAIVER

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet

and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT. Even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 29 - DURATION

This AGREEMENT shall be effective as of January 1, 2019 and shall remain in full force and effect until the 31st of December 2021.

In witness whereof, the parties hereto have executed this AGREEMENT on the latest date affixed to the signatures hereto.

FOR THE CITY OF MARSHALL

FOR LAW ENFORCEMENT LABOR
SERVICES, INC.

Robert J. Byrnes, Mayor

Business Agent

Kyle Box, City Clerk

Union Steward

Date

Union Steward

Date

APPENDIX A

CITY OF MARSHALL HOURLY WAGE SCHEDULE

2019—2.0% General Wage Increase; plus \$0.40 Market Adjustment added to each step

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Corporal	27.39	29.19	30.99	32.79	34.59	36.39
Police Detective	27.39	29.19	30.99	32.79	34.59	36.39
Police Officer	25.05	26.69	28.33	29.97	31.62	33.26

2020—3.25% General Wage Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Corporal	28.18	30.06	31.93	33.81	35.69	37.57
Police Detective	28.18	30.06	31.93	33.81	35.69	37.57
Police Officer	25.76	27.47	29.19	30.91	32.62	34.34

2021—3.25% General Wage Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Corporal	29.09	31.03	32.97	34.91	36.85	38.79
Police Detective	29.09	31.03	32.97	34.91	36.85	38.79
Police Officer	26.60	28.37	30.14	31.91	33.69	35.46

APPENDIX B

Equipment List for Full-Time Patrol Officer

Uniform Hat	1	Duty Holster	1
		Up to \$50, additional borne by officer.	
Hat Rain Cover	1	Citation Book Holder	1
Winter - Fur Hat	1	Policy Book	1
Summer Uniform Shirts	3	Business Card	1
Winter Uniform Shirts	3	Tie	1
Uniform Pants	3	Cartridge Magazine Pouches	1
All Season Jacket	1	Duty Ammo	1
Badge - Hat	1	Glove Pouch	1
Badge - Uniform	2	Portable Radio, Charger, Accessories	1
Pair Collar Brass - Small	1	Pair White Gloves	1
Pair Collar Brass - Large	1	Mace	1
Individual Name Tag	2	Mace Holder	1
"Serving Since" Service Bar	1	Key Holder	1
Key Set – Office, Evidence Locker	1	Flash Light Holder	1
Body Armor/Carrier	1	Stinger Light with Charger w/holder	1
Duty Belt	1	Duty Holster (new hires only)	1
Belt Keepers	4	Weapon (new hires only)	1
Handcuffs w/2 Keys	1	Rain Jacket	1
Handcuff Case	1	Taser Holster	1
Blood Resistant Gloves	1	Approved Footwear	1
		(Maximum City Cost of \$150.00)	

Additional Equipment List for Detectives

Blazer	1	Pair of Coveralls	1
Belt Clip Badge Holder	1	Dress Pants	3
		Dress Shirts	3

MEMORANDUM OF UNDERSTANDING (MOU)
Between
The City of Marshall
and
Law Enforcement Labor Services, Inc., Local No. 190

This is an agreement between the City of Marshall hereinafter called the "CITY" and Law Enforcement Labor Services, Inc., Local No. 190 hereinafter called the "UNION."

I. PURPOSE & SCOPE

The purpose of this MOU is to aid in the efficient administration of general wage increases and market adjustments by identifying implementation dates applicable to Appendix A (Wage Schedules) of the 2019-2021 Labor Agreement.

II. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

The UNION and the CITY ratified an Agreement on March 26, 2019 providing wage schedules effective on the following dates: January 1, 2019 – December 31, 2019 and January 1, 2020 – December 31, 2020, and January 1, 2021 – December 31, 2021.

To aid in the efficient administration of the wage schedules, the UNION and the CITY agree that the pay rates established in the aforementioned Agreement will be compensated on the following schedule:

January 1, 2019 – December 31, 2019 schedule to be implemented on December 24, 2018.
January 1, 2020 – December 31, 2020 schedule to be implemented on December 23, 2019.
January 1, 2021 – December 31, 2021 schedule to be implemented on December 21, 2020.

III. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective as of December 24, 2018 and shall remain in full force and effect until December 31, 2021. In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

City of Marshall

Law Enforcement Labor Services, Inc., Local No.
190

Mayor

Business Agent

City Clerk

Union Steward

Date: _____

Date: _____

MEMORANDUM OF AGREEMENT

Between
The City of Marshall
and
Law Enforcement Labor Services, Inc., Local No. 190

This Memorandum of Agreement is entered into between the City of Marshall (hereinafter called the "CITY") and Law Enforcement Labor Services, Inc., Local No. 190 (hereinafter called the "UNION.")

WHEREAS, as part of the negotiations of the 2019, 2020 and 2021 collective bargaining agreement, the CITY and UNION reached an agreement regarding the accrual of compensatory time for a defined term through December 31, 2021.

NOW THEREFORE, it is mutually understood and agreed to by and between the CITY and UNION as follows:

1. Hours worked in excess of the Employee's scheduled work shift for forced overtime shifts, court appearances, or attendance at in-house or external training, schools, seminars, meetings, travel time to/from meetings or training locations may be entered as compensatory time at time and on-half (1-1/2) credit. Compensatory time will be calculated to the nearest quarter (1/4) hour.
2. "Forced overtime shifts" means and refers to situations when an Employee(s) is/are forced to work overtime and do not have a choice whether to work the overtime or not. This does not apply to shift extensions.
3. This Agreement shall be effective as of the date of ratification and shall remain in full force and effect until December 31, 2021.
4. This Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

City of Marshall

Law Enforcement Labor Services, Inc., Local
No. 190

Mayor

Business Agent

City Clerk

Union Steward

Date: _____

Date: _____

CITY OF MARSHALL WAGE SCHEDULE

PROPOSED 2019 Schedule--LELS190

FULL-TIME EMPLOYEES

JOB CLASSIFICATION	Points	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
City Administrator	1142	51.80	55.26	58.71	62.16	65.62	69.07
Dir. of Public Works/City Engineer	920	43.10	45.97	48.84	51.71	54.59	57.46
Director of Community Services	654	42.19	45.00	47.81	50.63	53.44	56.25
Director of Public Safety	864	40.79	43.51	46.23	48.95	51.67	54.39
Director of Administrative Services	830	40.79	43.51	46.23	48.95	51.67	54.39
WWT Facility Superintendent	611	34.45	36.74	39.04	41.34	43.63	45.93
City Assessor	588	34.45	36.74	39.04	41.34	43.63	45.93
Finance Director	588	34.45	36.74	39.04	41.34	43.63	45.93
Assistant City Engineer/Zoning Adm	588	34.45	36.74	39.04	41.34	43.63	45.93
Police Captain	588	34.45	36.74	39.04	41.34	43.63	45.93
Liquor Store Manager	551	32.05	34.18	36.32	38.46	40.59	42.73
Public Ways Superintendent	496	32.05	34.18	36.32	38.46	40.59	42.73
Human Resource Manager	464	30.24	32.26	34.27	36.29	38.30	40.32
Police Sergeant (C)	421	27.92	29.78	31.65	33.51	35.37	37.23
Parks Superintendent	421	28.48	30.38	32.27	34.17	36.07	37.97
WWT Facility Asst. Superintendent	388	26.99	28.79	30.59	32.39	34.19	35.99
Training Facility Coordinator (MERIT)	382	26.99	28.79	30.59	32.39	34.19	35.99
Senior Engineering Specialist (A)	382	26.99	28.79	30.59	32.39	34.19	35.99
Plans Examiner/Asst Zoning Adm (A)	382	26.99	28.79	30.59	32.39	34.19	35.99
Building Services Coordinator (A)	382	26.99	28.79	30.59	32.39	34.19	35.99
Police Corporal (B)	382	26.46	28.22	29.99	31.75	33.52	35.28
Police Corporal (B)	382	27.39	29.19	30.99	32.79	34.59	36.39
Police Detective (B)	382	26.46	28.22	29.99	31.75	33.52	35.28
Police Detective (B)	382	27.39	29.19	30.99	32.79	34.59	36.39
Facility Maintenance Supervisor	342	25.70	27.42	29.13	30.84	32.56	34.27
WWT Collection Sys. Asst. Superintenden	329	24.90	26.56	28.22	29.88	31.54	33.20
Lead Maintenance Worker (A)	327	24.90	26.56	28.22	29.88	31.54	33.20
Police Officer (B)	317	24.17	25.78	27.39	29.00	30.61	32.22
Police Officer (B)	317	25.05	26.69	28.33	29.97	31.62	33.26
Appraiser	310	23.93	25.52	27.12	28.71	30.31	31.90
Media Communications Specialist	308	23.93	25.52	27.12	28.71	30.31	31.90
Adult Community Center Coordinator	298	23.93	25.52	27.12	28.71	30.31	31.90
Executive Assistant	291	23.93	25.52	27.12	28.71	30.31	31.90
Engineering Specialist (A)	289	23.93	25.52	27.12	28.71	30.31	31.90
City Clerk	289	23.93	25.52	27.12	28.71	30.31	31.90
Community Education Coordinator	282	22.50	24.00	25.50	27.00	28.50	30.00
WWT Laboratory Specialist (A)	281	22.50	24.00	25.50	27.00	28.50	30.00
Accounting Specialist	275	22.50	24.00	25.50	27.00	28.50	30.00
Payroll/Benefits Specialist	275	22.50	24.00	25.50	27.00	28.50	30.00
Building Maintenance Supervisor	261	22.50	24.00	25.50	27.00	28.50	30.00
Recreation Coordinator	261	22.50	24.00	25.50	27.00	28.50	30.00
Building Inspector II (A)	257	24.90	26.56	28.22	29.88	31.54	33.20
Assessing Technician	252	21.90	23.36	24.82	26.28	27.74	29.20
WWT Technical Operator (A)	251	22.50	24.00	25.50	27.00	28.50	30.00
Administrative Assistant	247	21.90	23.36	24.82	26.28	27.74	29.20
WWT Plant Operator II (A)	239	21.90	23.36	24.82	26.28	27.74	29.20
WWT Senior Maintenance Operator (A)	238	21.90	23.36	24.82	26.28	27.74	29.20
Mechanic (A)	237	21.90	23.36	24.82	26.28	27.74	29.20
Engineering Technician (A)	215	20.86	22.25	23.64	25.03	26.42	27.81
Building Inspector I (A)	206	21.90	23.36	24.82	26.28	27.74	29.20
Police Records Clerk	203	20.86	22.25	23.64	25.03	26.42	27.81
Senior Maintenance Worker (A)	200	20.86	22.25	23.64	25.03	26.42	27.81
WWT Maintenance Operator (A)	200	20.86	22.25	23.64	25.03	26.42	27.81
Media Production Technician	199	20.86	22.25	23.64	25.03	26.42	27.81
WWT Plant Operator I (A)	192	20.86	22.25	23.64	25.03	26.42	27.81
Maintenance Technician (A)	181	20.86	22.25	23.64	25.03	26.42	27.81
Maintenance Worker (A)	172	19.28	20.57	21.85	23.14	24.42	25.71
Office Assistant/Receptionist	171	19.28	20.57	21.85	23.14	24.42	25.71
Community Service Officer	153	18.38	19.61	20.83	22.06	23.28	24.51
Liquor Sales Associate	149	18.38	19.61	20.83	22.06	23.28	24.51
Building Maintenance Worker	132	18.02	19.22	20.42	21.62	22.82	24.02
Building Custodian (Arena) (A)	119	10.59	11.30	12.00	12.71	13.41	14.12

CITY OF MARSHALL WAGE SCHEDULE

2019 Schedule

PART-TIME EMPLOYEES

JOB CLASSIFICATION	Points	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Officer (part-time non-union)	317	24.65	26.29	27.93	29.57	31.22	32.86
Police Officer (part-time union)	317	24.17	25.78	27.39	29.00	30.61	32.22
Police Officer (part-time union)	317	25.05	26.69	28.33	29.97	31.62	33.26
Program Specialist	203	20.86	22.25	23.64	25.03	26.42	27.81
Community Services Officer	153	18.38	19.61	20.83	22.06	23.28	24.51
Office Specialist	148	18.38	19.61	20.83	22.06	23.28	24.51
Liquor Checkout Clerk	126	10.59	11.30	12.00	12.71	13.41	14.12
Building Custodian	108	10.59	11.30	12.00	12.71	13.41	14.12

PAID ON-CALL EMPLOYEES

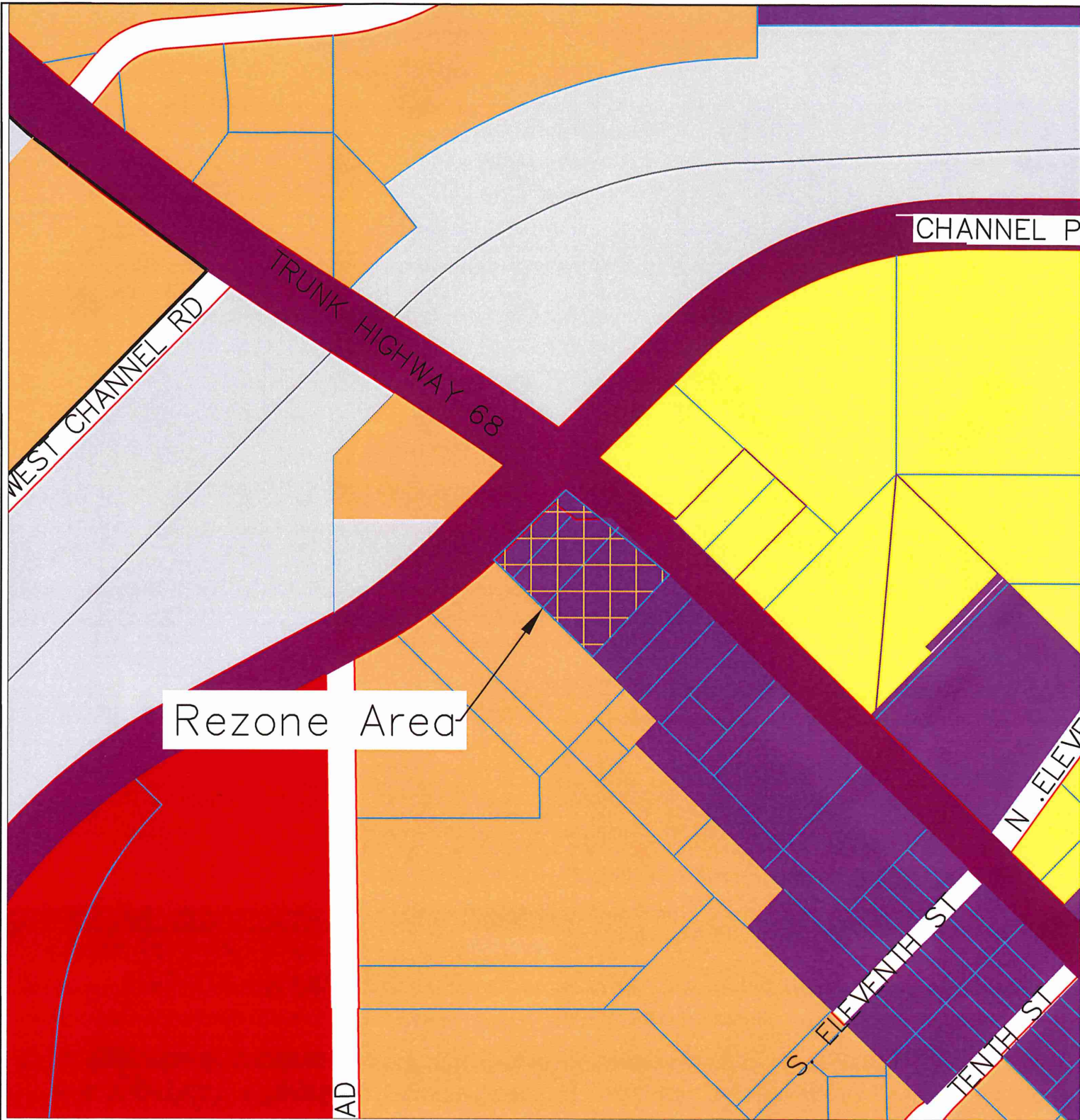
JOB CLASSIFICATION	Hourly Rate	Annual Rate
Firefighter	16.67	
Fire Chief (annual salary plus call-outs)	16.67	9,687.44
Assistant Fire Chief (annual salary plus call-outs)	16.67	3,749.48
Fire Captain (annual salary plus call-outs)	16.67	1,596.47
Fire Lieutenant (annual salary plus call-outs)	16.67	1,069.85
Janitor (Marshall Fire Hall--annual salary)		2,750.31
Hazardous Materials Technician (CAT) In-jurisdiction Responses	23.25	
Hazardous Materials Technician (CAT) State Responses	62.50	

Note: The CAT maximum compensation rates are established via contract with the State of MN.



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Request for map amendment (rezone).
Background Information:	<p>This is a request by Douglas and Peggy Anderson, Marshall, MN to rezone properties at 1213, 1215 and 1217 West Main Street from B-3 General Business District to a I-2 General Industrial District. The owner intends to build an addition to his building (Marshall Machine Shop); that addition will be built on the north side and will extend into the lots along West Main Street. The use of the building is manufacturing, and it is not permitted in a B-3 General Business District, which the three lots to be rezoned currently are. To permit building an addition, they must be rezoned to an I-2 General Industrial District.</p> <p>The adjacent land south of these lots is presently zoned I-2 General Industrial District and the land across Main Street is zoned I-1 Limited Industrial District, so the requested rezoning is consistent with the zoning of surrounding areas. However, the 1996 City Comprehensive plan shows the corridor along Main Street as a commercial use rather than industrial. Nevertheless, the staff's opinion is that at this time the requested change is acceptable considering the age of the Comprehensive plan, the use of the neighboring properties and the location of major commercial development areas within the city.</p> <p>Rezoning procedures are described in Section 86-30 Amendments https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV1GE_S86-30AM. Attached are an aerial photo, and rezoned area extent for your reference.</p> <p>At the March 13, 2019, Planning Commission meeting, a public hearing was held, and a motion was made by Carstens, second by Ruud to recommend approval to City Council to rezone the property as recommended by staff. All voted in favor.</p>
Fiscal Impact:	Costs are to be billed to applicant.
Alternative/Variations:	None recommended.
Recommendations:	that the Council introduce the attached ordinance to rezone 1213, 1215 and 1217 West Main Street from B-3 General Business District to I-2 General Industrial District.



A		AGRICULTURAL	R-4		HIGHER DENSITY - MULTIPLE FAMILY RESIDENCE	B-3		GENERAL BUSINESS
R-1		ONE FAMILY RESIDENCE	R-5		MANUFACTURED HOME PARK	B-4		SHOPPING CENTER BUSINESS
R-2		ONE TO FOUR FAMILY RESIDENCE	B-1		LIMITED BUSINESS	I-1		LIMITED INDUSTRIAL
R-3		LOW TO MEDIUM DENSITY - MULTIPLE FAMILY RESIDENCE	B-2		CENTRAL BUSINESS	I-2		GENERAL INDUSTRIAL



COMMUNITY PLANNING DEPT.
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

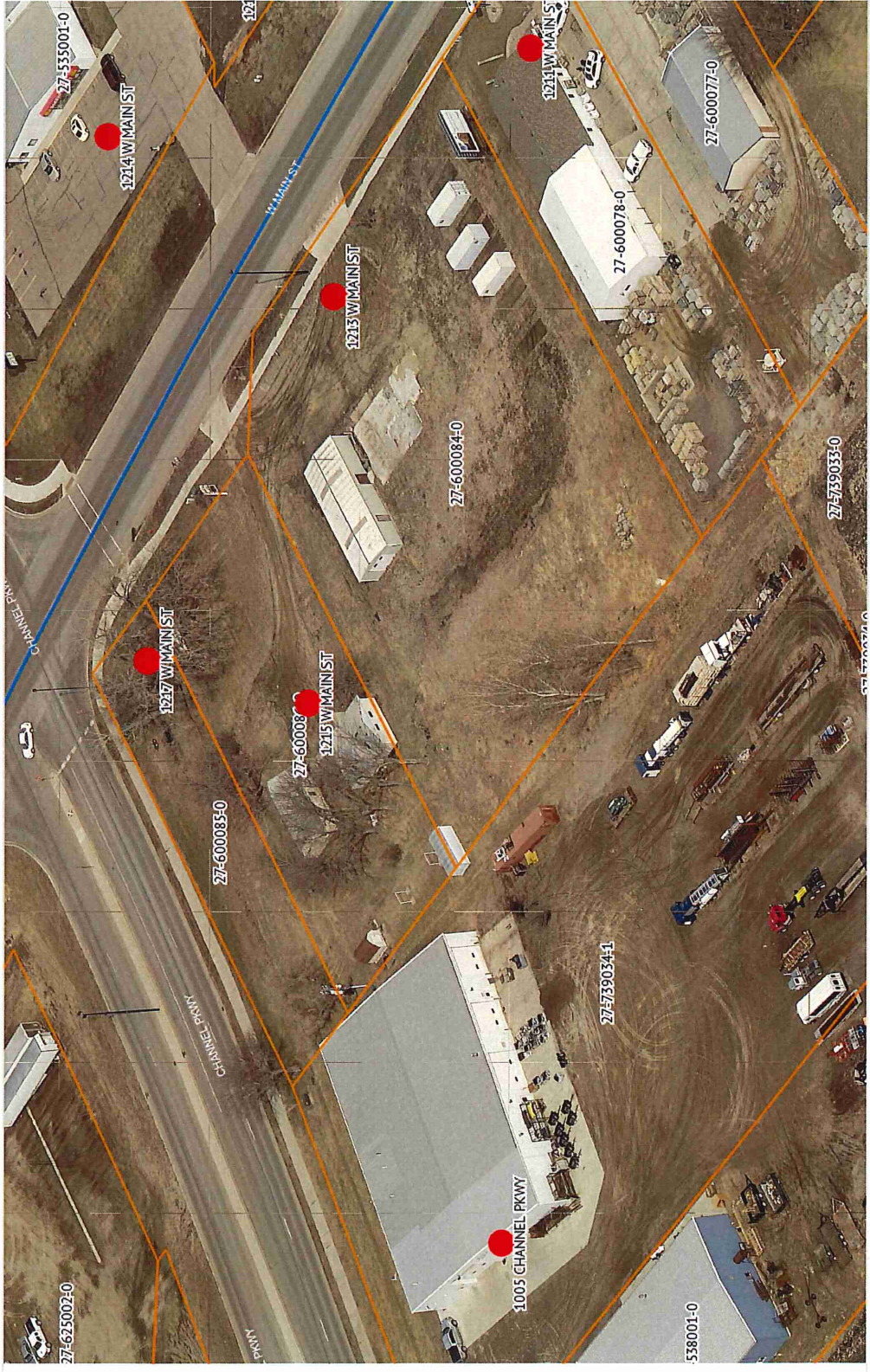
ANDERSON PROPERTY REZONE

MARCH 6, 2019

EXISTING ZONING MAP W/ PROPOSED
REZONE AREA FROM B-3 TO I-2

168

CONNECTEXPLORER



© 2015 Pictometry

map: Auto (Oblique) Mar 2015 - Apr 2015 image 1 of 11 03/27/2015

ORDINANCE NUMBER ____, SECOND SERIES

**ORDINANCE AMENDING CHAPTER 86
OF THE CITY CODE RELATING TO ZONING**

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

Section 1. Chapter 86 of the City Code and the City of Marshall Zoning Map referred to in Section 86-72, are hereby further amended as follows, to- wit:

**City of Marshall, County of Lyon, State of Minnesota
1213, 1215 and 1217 West Main Street
See Exhibit A**

is hereby rezoned from B-3 General Business District to I-2 General Industrial District.

Section 2. Within thirty (30) days after official publication of the Ordinance, the Zoning Administrator of said City is directed to record on the City of Marshall Zoning Map, the changes in zoning resulting from the passage of this ordinance.

Section 3. Except as amended herein, said Chapter 86, as heretofore amended, shall remain in full force and effect.

Section 4. This Ordinance shall take effect from and after its passage and publication.

Passed and adopted by the Common Council this 9th day of April, 2019.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

This Instrument Drafted by:
Glenn J. Olson, P.E.
Director of Public Works/City Engineer

Introduced on: March 26, 2019

Final Passage on: April 9, 2019

Published in the Official Newspaper : _____

EXHIBIT A

All that part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5), Township One Hundred Eleven (111), Range Forty-one (41) West, bounded and described as follows, to-wit: Beginning at point in extended Southwesterly line of Main Street 2,585 feet Northwesterly from the point of intersection with the East line of said Northeast Quarter (NE $\frac{1}{4}$) of Section 5; thence Southwesterly at right angles, 264 feet to a point 100 feet Northeasterly, measured at right angles, for the center line of the main track of the Chicago and Northwestern Railway Company; thence Northwesterly and parallel with said Railway center line 219 feet; thence Northeasterly, at right angles from the center line of the main track of the Chicago and Northwestern Railway Company to a point 33 feet South, measured at right angles from the North line of Section Five (5); thence Easterly and parallel with the North line of Section Five (5) to the Southwesterly line of Main Street extended Northwesterly; thence Southeasterly along the Southwesterly line of Main Street extended to the point of beginning, excepting therefrom the right of way of existing highways, if any.

All that part of the Northwest Quarter of the Northeast Quarter of Section 5, Township 111, Range 41 in Marshall, Minnesota described as follows: Beginning at a point on then southwesterly line of Main Street with is 2,804 feet northwesterly of the intersection of the southwesterly line of Main street with the east line of said Section 5, and running thence at right angles southwesterly to the northeasterly right-of-way line of the Chicago and Northwestern Railway Company; thence northwesterly and along said railroad company line a distance of 100 feet; thence northeasterly and parallel with said previous line to the south westerly line of Main Street; thence southeasterly along the said southwesterly line of Main Street to the place of beginning, excepting therefrom the right-of-way of existing highways if any.

That part of NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 5, Township 111, Range 41 bounded as follows: On the North side by a line drawn 33 feet South and parallel with the North line of said Section%; on the Southwesterly side by the Easterly right of way line of the Chicago and Northwestern Railway Company; on the Southeasterly side by a line drawn as follows: Beginning at a point on the Southwesterly line of Main Street, extended, 2904 feet Northwesterly from its intersection with East line of said Section 5, and running thence Southwesterly at right angles to said street line to the Easterly right of way of the Chicago and Northwestern Railway Company, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT; Beginning at the intersection of the Northeasterly Right of Way of the Chicago and Northwestern Railway Company and a point measured 33.00 feet South and parallel with the North line of said NE $\frac{1}{4}$; thence South 45°38'28" East, assumed bearing, along said Northeasterly Right of Way line, 81.60 feet; thence Northeasterly along a curve to the left having a central angle of 2°32'14", a radius of 1969.86 feet, a chord that bears North 49°12'39" East and having an arc length of 87.23 feet to a point measured 33.00 feet South and parallel with said North line of NE $\frac{1}{4}$; thence North 89°58'00" West, parallel with said North line, 124.38 feet to the Point of Beginning



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Marshall Community Branding Proposal Acceptance
Background Information:	The City Council approved a Branding/Marketing Request for Proposal (RFP) in late 2018. Over 20 proposals were submitted to the City for consideration. A branding committee comprised of local business leaders, marketing professionals and Director of CVB reviewed the proposals including interviewing the top tier selected proposals. The committee has recommended that the City proceed with the firm North Star.
Fiscal Impact:	\$50,000; with \$20,000 budgeted use of 2019 reserves; \$10,000 from CVB and \$20,000 budgeted use of 2020 reserves.
Alternative/ Variations:	None
Recommendations:	Approve North Star proposal in the amount of \$50,000.00



Proposal to the City of Marshall for Market Research and Civic Rebranding

January 30, 2019

www.northstarideas.com



CITY OF MARSHALL RESEARCH & REBRANDING RFP

The Burdette Agency, Inc. d/b/a North Star

P: 904.645.6200

1023 Kings Ave.

Jacksonville, FL 32207

Federal Employer Identification Number: 59-3411964

Will Ketchum | President

O: 904.645.3160 x115 • F: 904.645.6080 • C: 904.304.8742

will@northstarideas.com

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1. INTRODUCTION

January 30, 2019

Ms. Lauren Deutz
CVB Director
City of Marshall
344 West Main Street
Marshall, MN 56258-1313

Ms. Deutz,

Thank you for the opportunity to respond to your RFP for the City of Marshall. We would consider it an honor to work with you.

After learning more about your situation, we believe North Star is the ideal partner to help Marshall conduct a research-based, city-wide rebrand. As a leader in place branding, all of our work is focused on helping communities identify their competitive strengths and leverage those strengths strategically, creatively, and tactically for the purposes of increasing resident recruitment, community pride, visitation, and economic viability. Our philosophy is simple: ***Your brand should connect the soul of your community to the heart of your consumers.*** The BrandPrint process we use to realize that philosophy is much more complex, as it has been refined and perfected over the past 18 years through partnerships with over 250 communities in 44 states.

Through our BrandPrint, we will be able to discover Marshall's optimum positioning, the best use of resources to leverage your equity in the brand, and the ideal creative messages to positively influence residents, visitors, and businesses. In addition to shaping and building consensus around the Marshall story, we will provide guidance for you to coordinate and deploy the brand across city departments and among key partners.

We confirm that: (1) North Star does not have a record of substandard work within the last five years; and (2) North Star acknowledges complete responsibility for the entire contract. Licenses are not applicable to our field of work.

I would love to talk more with you regarding how North Star can help Marshall leaders as they shape the city's identity. Please let me know if you have any questions regarding this proposal. Thank you once again, and I look forward to hearing your thoughts.

Only the best,



Will Ketchum | President
O: 904.645.3160 x115 • F: 904.645.6080 • C: 904.304.8742
will@northstarideas.com

2. BACKGROUND & EXPERIENCE

The Burdette Agency, Inc. d/b/a North Star Destination Strategies is incorporated in the state of Florida. North Star Destination Strategies has been in business since the year 2000 and was acquired by The Burdette Agency, Inc. in 2018. The Burdette Agency has over 22 years of experience in marketing, strategy, place branding, and research.

THE ADVANTAGE OF A SPECIALIST

Over the last two decades, North Star Destination Strategies has partnered with more than 250 communities coast to coast, helping them become more competitive. Bottom line... communities are our passion. And we've got the success stories to prove that passion. Nationally, North Star has collaborated on high-level initiatives with the states of Florida and Mississippi; well-known cities such as Providence, Rhode Island and Jacksonville, Florida; and smaller communities like Petersburg, Alaska and Brookings, South Dakota. All that varied expertise is important for Marshall because you want a firm with the chops, credentials, and gravitas to manage your project.

Our portfolio of work and record of problem solving prove that we don't have a stock solution. Moreover, the advantage of our specialization is that our process – which a generalist agency cannot replicate – helps us obtain precisely the right insights to create the unique brand you need to influence your audiences. Despite the size and import of the initiatives we work on, North Star is a small company and our same blue-ribbon team works on every project.

PROCESS: HOW STRATEGY UNITES YOUR STAKEHOLDERS & COMMUNITY

Our process combines a proven approach with customized creativity and out-of-the-box thinking specific to your situation. It begins with detailed research and expert-driven strategy development, then it builds vivid brands in the real world through award-winning visual identity design and an action plan implementable by your team within your budget and timeline.

Given the several leaders and stakeholders with an interest in branding Marshall, our approach will prove especially advantageous: research and strategy will be paramount to reaching consensus concerning the direction of the brand well before any decisions about creative elements are made. We find that the strongest connections between a community and its brand are made when everyone understands and supports the ideas that underlie the eventual logo and strapline. Thus, **our process and guidance is centered first on creating understanding and buy-in to a DNA and strategic platform.** This critical, foundational asset will outlive any campaign because it is the underlying truth and driving force of your community. With consensus on it, the creative decisions that follow will be relatively simple for your steering committee. Time and time again, we have learned that strategy unites, inspires partner compliance, and ultimately changes behavior.

RELEVANT CASE STUDIES

The following are short summaries of work with past clients who welcomed us into their communities:

- ***Brookings, South Dakota***

With a legacy of great ideas and entrepreneurial success, Brookings is a supportive place on the prairie where creativity and innovation are prolific, an enviable place where dreams are achieved. Whether in the labs at South Dakota State University, in a garage, or in a backyard workshop, residents and students constantly question how and why things are, which led the city to ask similar questions of its stagnating brand. Despite a collection of opportunities that rival any in the Midwest – transportation access on the I-29 corridor, a renowned public research university, and business-friendly community – Brookings simply wasn't convincing graduating students, visitors, and entrepreneurs that this was the place they had always imagined. Brookings' strapline "Bring Your Dreams" was aimed at dispelling this notion, making it clear that the city's culture of innovation allows great ideas and experiences to flourish. Sure enough, each year Brookings makes an appearance on "best of" lists ranging from livability to education to economic success, showing that the city's excitement for progress and possibility remains strong.

- ***West Plains, Missouri***

Situated in the sprawling Ozarks, the environment of West Plains presents spectacular beauty but also commands resourcefulness and resilience. Fittingly, our research showed that an entrepreneurial spirit permeates this community as residents pursue a better quality of life, outdoor adventure, higher education degrees, and small business development. They also proved hopeful and optimistic as part of their nature. Together, the propensity for hard work and an eye on success leads many to "Make it happen here", in West Plains. Though the city isn't one to brag, West Plains is certainly primed for growth, from outdoor adventure calling out to millennial visitors and transplants and a ready and able workforce getting the attention of new employers.

- ***Quincy & Adams County, Illinois***

Quincy is a shining star in Adams County, Illinois. Historic and beautiful, the city and county work hard to be great. Quincy houses a renowned arts program, excellent healthcare, beautiful parks, and strong schools. It also serves as a transportation hub, with an airport, rail system, and port on the Mississippi River. But part of being great is knowing you can be even better. City leaders recognized that various public sector organizations in Quincy weren't working as a team, in large part because they all had different ideas about what made the city special. Indeed, though Quincy and Adams had some name recognition, few people could identify what exactly set the two apart from the rest. Our branding initiative focused on building consensus around the timely opportunities to market the area's Mormon history, arts and architecture, and the economic possibilities of port and riverfront development. Like Quincy, the initiative was "Right on Q"– and with everyone finally on the same page, the Quincy City Council recently passed the Quincy NEXT plan to guide the area's economic growth and prosperity.

- ***Gallatin, Tennessee***

Gallatin is that rare town that's perfectly comfortable with its own place in the world. While the town has lots going for it (history, location, nature, opportunity), most of its

attitude comes from the people who choose to live there. Strong character and strong opinions mean they do things their own way, with an eye toward what works instead of what's trending. And they're refreshingly unconcerned about trying to impress people – which is what impresses so many people who go there. In the short time since North Star's project in Gallatin, major publications like *Reader's Digest* and *American City & County* have taken notice of the city's "True Grit. Amazing Grace." brand. The city's compelling story of determination and confidence going back several generations sets a worthy example for others to follow. Through it all, *Reader's Digest* "Nicest Place in America" in 2017 remains as inviting and humble as ever.



REFERENCES

The following past clients have firsthand experience with our research and brand creation process. View testimonial videos and council responses to our work here: http://northstarideas.com/testimonials_branding

West Plains, Missouri

Mr. Todd Shanks
Community Marketing Director
City of West Plains
417.256.7176
todd.shanks@westplains.net

Brookings, South Dakota

Mr. Al Heuton
Executive Director
Brookings Economic Development
Corporation
605.697.8103
al@brookingsedc.com

3. PERSONNEL & PROFESSIONAL QUALIFICATIONS

Approximately a dozen North Star members will play a role in crafting the community BrandPrint for Marshall. Our team is knowledgeable and diverse: though team members may specialize in research, strategy, marketing, or design, each of us has the place-branding expertise to contribute to any survey, strategic platform, or creative execution developed as part of this project. Your project supervisor, **Ed Barlow, Senior Vice President & Director of Strategic Planning**, will be available to you for the duration of our engagement and will be tasked with directing the team's collective efforts on your behalf.

Ed Barlow

Project Supervisor

M: 615.564.0256 • F: 904.645-6080 • ed@northstarideas.com

Ed loves a good riddle. Ever since being the fastest to find the toaster in the tree in his pediatric dentist's waiting room, he has been solving marketing and operational challenges with creative and strategic instincts.

Most recently, Ed gained valuable experience on both the client and agency sides of the branding relationship as an ADDY-award-winning Director of Marketing and Communications for the parent corporation to a group of national facility services companies serving transportation, travel, aviation, retail, healthcare, and hospitality industries. He has also worked as Senior Copywriter and Marketing Strategist for a branding design firm in Nashville specializing in persuasive content for Music Row, corporate, and nonprofit clients.

Ed caters to North Star clients with creativity, effective communication and customer service. His insights and instincts lead clients to a broad, inclusive approach to successful community place branding for the long-term. He has led successful community place branding initiatives across the country for more than 10 years.

Education: Florida State University | MA, Southern Methodist University**Years of Experience:** 25**Client Work:** State of Mississippi; State of Florida; Iowa's Creative Corridor; Lima/Allen County, Ohio; Brookings, South Dakota; Jamestown, New York; Goshen, Indiana; Downtown York & York County, Pennsylvania; Johnson City, Tennessee; Sammamish, Washington; Santa Ana, California**Ginny Walthour**

Project Manager

O: 904.645.6200 • F: 904.645.6080 • ginny@northstarideas.com

The love of travel and experiencing different cultures and places are some of Ginny's core passions. From studying in Spain and surviving the Running of the Bulls in Pamplona to working for *USA Today* International in London, she thrives on understanding and learning about new people and places. Relating to different types of clients and cultures is her strength. Her easy-going nature and expert listening skills allows clients to feel at ease. Having worked in both the private and public sectors, she understands the different ways in which organizations operate and can navigate through any challenge. As a mother of two, her globe-trotting ways have decreased some, and you will now likely find her cheering on her girls at their soccer games or out on the boat on Jacksonville's St. Johns River. And she would not have it any other way.

Education: University of Georgia | MBA, Georgia State University**Years of Experience:** 20**Client Work:** JAXUSA Partnership; Clay County (Florida) Economic Development; Clay County (Florida) Tourism

Amanda Trotenberg

Project and Research Manager

O: 904.645.6200 • F: 904.645.6080 • amanda@northstarideas.com

Attending Tulane University in the wake of hurricane Katrina ignited Amanda's passion for community development. From backpacking the Middle East to studying with James Carville, Amanda has immersed herself in learning and discovering new communities and identifying ways to help them grow and be successful. A true people person, Amanda loves entering a room full of strangers and learning their stories. That curiosity, coupled with comprehensive know-how and an entrepreneurial spirit, allowed her to create and implement successful marketing programs for a variety of New Orleans clients. From farmers markets to fine dining restaurants, school board to a mayoral candidates, Amanda made her mark as a strategist who listens to her clients, understands their needs and delivers results. Here at North Star, Amanda manages projects and helps bring the creative vision to life. When she's not reading up on current events and worldwide issues, Amanda can be found checking out the community's local craft brew scene, soaking up a live music show, or on her yoga mat.

Education: Tulane University**Years of Experience:** 10**Client Work:** Johnson City, Tennessee; Elkton & Cecil County, Maryland; Downtown York & York County, Pennsylvania; Santa Ana, California**Roberto Muñoz**

Project Research Manager

M: 615.720.1857 • F: 904.645.6080 • roberto@northstarideas.com

Writing, marketing, research—all done with careful accuracy and quick wit: Roberto is a five-tool player for the placemaking game thanks to his endless energy and versatile skill set. After a stint at a downtown Nashville marketing agency, Roberto joined North Star as a supportive teammate with a penchant for finding the right words—and numbers—to tell a community's story in vivid detail. Whether working on business development or a research presentation, he always looks to learn about unique towns and cities nationwide and about the character and voice that sets them apart. If he's not poring over commas and decimal points, Roberto is likely catching a minor league ballgame in Nashville's Germantown or making a seasonal pilgrimage to Wrigley Field in Chicago.

Education: The University of Chicago**Years of Experience:** 3**Client Work:** Johnson City, Tennessee; Elkton & Cecil County, Maryland; Downtown York & York County, Pennsylvania; Santa Ana, California

Patrick Golden

Project Creative Director

O: 904.645.6200 • F: 904.645.6080 • patrick@northstarideas.com

With his background in history, passion for architecture, and love of a good story, Patrick loves learning about the place he hasn't been, a town off the beaten path, or the true heart of a city. Combined with his love of strategy and design, he is ready to distill all learnings into design marks, logos, straplines, and narratives that are as authentic as the places they represent. And he's got awards to show for it - dozens of Addys and an Effie for marketing effectiveness. Patrick even painted the art on our walls and designed our offices spaces. He's a true Renaissance man.

Mistaking Patrick for a local is the greatest compliment you can pay him. He always has a bag packed, a camera on hand, and a sketchbook in his backpack, ready to rack-up as many miles and experiences as possible.

Education: Flagler College**Years of Experience:** 28**Client Work:** Clay County (Florida) Tourism; Sammamish, Washington; Elkton & Cecil County, Maryland; Downtown York & York County, Pennsylvania; Johnson City, Tennessee; Santa Ana, California**Anita Carter**

Project Creative Services Manager

O: 904.645.6200 • F: 904.645.6080 • anita@northstarideas.com

Driven by avid curiosity—be it learning the origin of a word or phrase or everything there is to know about a place, Anita is an explorer at heart. The need to know how things work and what "makes people tick" led her to a Psychology degree with a focus in marketing. From being on the team that developed some big consumer brands like the Cadillac Escalade to overseeing an international spa skincare brand and developing place brands in her home state of Florida, the desire to know what is going on "behind the curtain" has proven a truly valuable asset. At North Star, Anita gets involved at every level digging into research to help develop sound strategic foundations and bringing those ideas to life through big ideas, expressive writing and creative expressions. When she's not busy figuring things out, Anita is exploring the world with many of her adventures taking her to wine growing regions, a passion she shares with her husband. And she is a trained massage therapist too but she only pulls that trick out of the bag in emergencies.

Education: Florida State University**Years of Experience:** 20**Client Work:** Clay County (Florida) Tourism; Sammamish, Washington; Elkton & Cecil County, Maryland; Downtown York & York County, Pennsylvania; Johnson City, Tennessee; Santa Ana, California

Don McEachern

Founder • Leadership & Strategic Oversight

O: 615.232.2103 ext. 26 • don@northstarideas.com

Don McEachern has been growing research based brands for more than 20 years. His experience includes working for multinational advertising agencies as well as nationally recognized creative boutiques. During his time in the ad world, Don put his stamp on some of the world's most famous brands including Goldkist, Hawaiian Tropic, Suntory Bottled Water Group, Trump Plaza, Panasonic and Lanier Worldwide. For his efforts he received numerous awards, including a prestigious national Effie for marketing effectiveness and a Clio for excellent creativity.

18 years ago, Don struck out on his own. With a dream and a dollar, he launched North Star Destination Strategies, specializing in brand marketing and research for places. More than 250 nationwide communities later, Don has become the recognized expert in the exploding field of place branding and destination research. He is a sought-after speaker on the topic and has spoken at national, regional and local conferences; served as keynote speaker, panel moderator, session leader and break-out facilitator. He has helped CVBs, mayors, city councils, governors, city managers, economic development organizations, and chambers shape their brands and futures.

Education: The University of Tennessee**Years of Experience:** 34

Client Work: State of Mississippi; State of Florida; Dayton, Ohio; Providence, Rhode Island; Petersburg, Alaska; Downtown New Orleans, Louisiana; South Main Memphis, Tennessee; Iowa's Creative Corridor; Lima/Allen County, Ohio; Brookings, South Dakota; Johnson City, Tennessee; Santa Ana, California

Will Ketchum

President • Leadership & Strategic Oversight

O: 904.645.6200 ext. 114 • F: 904.645.6080 • will@northstarideas.com

Communities are *everything* – spirit, pride, livelihoods, ambitions, friendships, recreation, and most of all, home. With that point of view, Will is as passionate about community and place branding as they come.

From our Jacksonville office, he manages North Star operations and is always close to clients and our work. He's advised *Fortune* 1000 companies, major metros and rural counties on marketing and brand strategy over his 30 years in the agency business and has a particular focus in community economic development. He has led a community-wide visioning process to create a competitive global identity for Jacksonville which involved a wide array of city leaders, stakeholder groups and sponsors.

Will's never seen a trail he didn't want to take – whether its traveling to solve branding challenges in amazing client communities, or traveling for fun with his family.

Education: Vanderbilt University | MBA, University of North Carolina

Years of Experience: 30

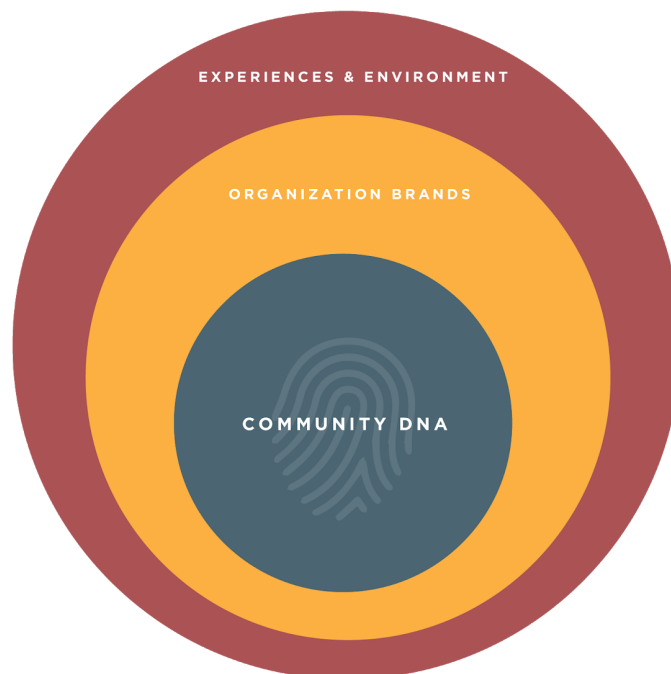
Client Work: JAXUSA Partnership; Clay County (Florida) Economic Development; Clay County (Florida) Tourism; Sammamish, Washington; Elkton & Cecil County, Maryland; Downtown York & York County, Pennsylvania; Johnson City, Tennessee; Santa Ana, California

4. APPROACH

PHILOSOPHY & APPROACH

North Star will not “create” the Marshall brand. It already exists in the very DNA of your community. Rather we will uncover the brand and bring it to life in ways that have meaning for all your constituencies.

Uncovering your unique DNA is essential to the success of the marketing and community-building efforts that follow. Just as an individual's DNA determines everything from how that person looks to how that person acts (as well as their health and vibrancy), your DNA should be the foundational touchstone for everything from marketing to infrastructure to policy. As such, the heart of any truly impactful brand is a research-driven and authentic DNA Definition.



Once identified, this DNA Definition can drive consistent and powerful communications, focus brand development, shape experiences, impact your built environment, and more. Because the DNA is central to Marshall's identity, it has the capacity to drive the brand for all city departments and partners.

Think of it this way: all the players in your city are like the sections in an orchestra — different instruments, different sounds, even different sheet music. Your DNA is the score that brings the diverse contributions of all these sections together into something harmonious and meaningful.

PHASE 1: MARKET RESEARCH

Research

North Star has identified the following research studies to help achieve Marshall's goals. This compiled body of data points us in the direction we need to go to craft your story. You will notice both qualitative and quantitative studies included in this recommended matrix. North Star strongly advocates a mixed method approach to research because it will tell you not just “How, When, What, and Where” but also “Why.” Only through mixed methodology can your community obtain a true picture of where your brand is now, why, where it should be, and how your preferred identity can best be accomplished.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners. We administer an online questionnaire to each internal group or organization. We then meet with members of these groups during our in-market visit to more fully understand your primary objectives, general history, political landscape, resources, competitors, etc.

Research, Data Analysis, Planning, Communications and Media Audit: We conduct a comprehensive review of any relevant research and planning documents: this includes community outreach and planning meetings, surveys, intercept surveys, and district-to-district and committee volunteer discussions. In addition, we review and analyze existing marketing materials, branding, logos, and messaging from the city and its partners as well as recent press related to Marshall.

Familiarization Tour: This is a tour of Marshall industrial and commercial sites, schools, businesses, housing developments, community center(s), retailers, restaurants, parks, arts centers, etc.

Key Stakeholder Interviews and Focus Groups: Some of our most valuable pieces of insight for the purposes of defining your DNA and crafting your creative work come from these intensive one-on-one interviews and focus groups. With the assistance of city staff, we want to identify and speak to key stakeholders about Marshall (including city officials, real estate developers, park officials, board members, business community members, nonprofit and civic organizations, tour operators, etc.). We also want to talk to articulate individuals who are passionate about the city (artists, writers, coaches, ministers, historians, matriarchs, patriarchs, and more).

Then, we lead focus groups with your key stakeholders and constituents: these meetings will facilitate lively conversation with diverse groups identified by your team, as each may offer a different perspective on life in Marshall (i.e., students, millennials, small business and attraction owners, etc.). We know you want us to talk to everyone, so we continue the conversations via phone once we get back to the office. Because we can react to information with original questions, these interviews often lead us down exciting discovery paths.

Vision Survey: This open-ended, right-brained survey challenges your stakeholders to provide deeper comments and opinions. We administer the survey digitally to the list you provide, guaranteeing all your valuable stakeholders are able to participate. This tool dovetails beautifully with the qualitative interviews because it extends your participant universe and allows you to layer trending opinions with in-depth perspectives.

Online Community Survey & Brand Barometer: Giving residents a forum for sharing is important. We use some of the themes identified in the vision surveys to craft a quantitative survey posted online for community-wide participation. To improve the reliability of the data, we aim for a self-selecting sample of 300 survey respondents. The brand barometer, conducted as a part of the community survey, measures the strength of Marshall's resident advocacy relative to the rest of the United States as a place to live, work, and play. In other words, how likely your residents are to advocate the city for making a home, starting a business, or planning a visit. We promote this survey using traditional and social media. Fascinating similarities and differences between leadership perspectives and resident perspectives are often revealed.

Influencer Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside Marshall to uncover contextual perspectives. In collaboration with the city, we compile a list of identified potential interviewees from a target pool of elected officials, site selectors, relocation executives, meeting planners, tour operators, regional and state level executives in economic development and tourism, and other external influences you identify.

Competitive Positioning Review: A brand message and marketing strategy analysis to evaluate Marshall's position relative to the competition in the region.

Insights & Strategy

Our insights come from asking a number of thought-provoking questions: What brand “story” does the research tell? What emotional attachments can the brand hold? What are Marshall's core values? How does the brand fit into the consumer's lifestyle? How can the brand best be used to elicit Marshall's desired emotional/behavioral responses? It is from these insights that we determine the positioning of the comprehensive city brand.

These insight questions are gathered in a succinct storyline that leads directly to Marshall's strategic brand platform (DNA Definition). This platform is the **critical touch point for all branded activity moving forward**. For maximum brand impact, all efforts, thoughts, communications, and actions should literally and symbolically support its essence.

Situation Brief & Insight Development: We get our sharpest research and strategic minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell the Marshall story.

DNA Definition: Based on those insights, this guiding statement for the management and development of your brand is created. This definition should serve as the touch point for all Marshall activity moving forward. Many of our communities reference their DNA Definition when making decisions about everything from policy to infrastructure improvement to promotions. Included in your DNA Definition is:

Target audience: For whom Marshall has the most appeal

Frame of reference: Geographic context of Marshall

Point of difference: What makes Marshall special

Benefit: Why it should matter to the consumer

The following example shows how this construct guided our client Fargo, North Dakota and led to their “North of Normal” brand positioning:

Target audience: For cool hunters everywhere, Fargo-Moorhead,

Frame of reference: an emerging epicenter and powerhouse of young, highly educated talent

Point of difference: is a gust of fresh air across the Great Plains

Benefit: creating a dynamic energy and crafting a connection with each guest.

Research and Strategy Presentation: This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definition. A preview of this presentation is shared with key steering committee members for purposes of editing and fine-tuning. The collaboratively perfected presentation is then made at a larger stakeholder meeting. DNA Definition approval is required before proceeding.

PHASE 2: CIVIC REBRANDING

Creativity

In this stage, insight and strategy are transformed into tangible creative products that embody Marshall. An in-depth Creative Brief and a Creative Workshop guide this work. Straplines, logos, color, and messaging (with graphic standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Workshop: North Star will host an interactive, virtual meeting between the North Star team and the Marshall creative team. Together, we will explore the roles of different creative elements and identify creative preferences. Our goal is to effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers, and art directors. This meeting is always a lot of fun for everyone involved.

Straplines & Rationale (5): A strapline is not the be-all and end-all for your brand. But it is the start of the story. Depending on how safe or edgy you want to be, the Marshall strapline can capture attention immediately and pique curiosity or it can serve as a solid, hard-working tool that starts the job of positioning Marshall in the minds of consumers. North Star will provide a minimum of five different straplines along with rationales for the strengths of each line. We also conduct trademark and Google searches to ensure the availability of each line. This is a critical step and one often overlooked by many professionals. But there is nothing more frustrating than getting to the end of the project with a strapline that is not available to you.

Logos (5): We will present a minimum of five logo options that represent a variety of concepts. We will provide two rounds of revisions to your selected logo. We further design this logo with and without the state name and with and without the strapline in vertical and horizontal lockups, representing all the different ways you will use it.

Color Palettes (3): We start by developing logos in black and white to reduce color bias. But once your decision is made, we open the possibilities visually by allowing you to select between three very different palettes. This is a key decision in how your visual brand identity will “feel” since color evokes emotion.

Looks (3): We craft three entirely different visual looks that allow you to choose how your brand messaging will be conveyed in terms of headlines, photography style, special graphic elements, or detailing and copy points. We will also provide two rounds of revisions for the look of your choice to

ensure it reflects your exacting standards. The creative committee's selected look will be applied to all subsequent deliverables.

Brand Narrative: Your DNA Definition articulates the core of what makes Marshall special. The narrative takes that core and describes it in artistic and compelling language for connecting emotionally with your different consumers. The narrative defines your personality and Marshall tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches and distributed to businesses to use in their own communications about the place they call home. The more it is used, the more widely your brand is dispersed.

Brand Standards Guide: This guide contains all necessary information for using your logo, color palette, typefaces, language, narrative and other key elements to ensure consistency across all mediums and from any organization. We will provide digital versions of this guide in PDF and InDesign formats so you can edit as necessary.

Custom Deliverables (8-10): To assist in the communication of the final brand concept, we will work with you in identifying a list of 8-10 custom deliverables that target your specific goals. This is a powerful addition as it brings the logo and design to life through elements in the real world. The creative work provided is for conceptual design purposes and the files are not production-ready. The production of associated materials remains outside of this scope. Examples include:

Web & Social Media Design • Print & Online Advertising • Stationery Package • Brochures
 Templates (PowerPoint, Press Release, Newsletter, Report Covers, etc.) • Interior & Exterior Signage
 Complementary Organization Branding (Chamber, CVB, EDC) • Special Events Promotion
 Merchandise (Apparel, Accessories, Home Goods, etc.) • Partner Co-branding

Action Plan

North Star maps out a must-do strategic action and communications plan following your brand strategy development. This plan comprises the fundamental action steps that ensure the brand gains traction in the community and maintains momentum. Many of these tasks involve setting up the organization and cooperation that will propel your brand forward. Our goal – and yours – is to make sure that the Marshall brand is the guiding principle for your future.

Communication & Delivery: With an eye to Marshall's goals and target audiences, we will consider how available marketing tactics and tools fit the desired effect and breadth of the brand rollout and subsequently provide short and long-term recommendations for incorporating the brand into your communications efforts.

Brand Implementation Ideas: These high-impact ideas are designed to raise the profile of the Marshall brand and bring it to life in every corner of your community.

Final Presentation & Report: This hour-long presentation takes participants through the high points of the branding research and strategy. Then it shares a thorough exploration of the steps of the action plan. After review with the steering committee, we will make a formal presentation to your desired audiences. The accompanying report will show the research, strategy, and action plan materials in their entirety and will be shared digitally along with raw and analyzed research data, native design files, and your brand standards guide.

Evaluation & Results Tracking

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time.

Ideally, evaluation answers two basic questions: have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, our almost 20 years of branding experience have shown that true success can be seen in the spread of excitement, inspiration, and innovation surrounding your brand among residents and stakeholders. Lastly, we are always available to answer questions and help with later branding riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade.

12-Month Follow-Up: We follow up after a year of your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Post-Launch Brand Barometer: Getting the talk right on the street is the most important thing a community can do to bolster its development efforts. Word of mouth has always been important: in this post-digital world, it is essential. With the benchmark included in your brand study, the Brand Barometer becomes a simple and inexpensive way to track your results and validate your success in word of mouth advertising and resident advocacy. We strongly recommend a Brand Barometer measurement every year to track the progress of the community. North Star keeps a running annual average, allowing you to compare your community to the nation over time. This current national sampling mitigates swings in the economy and gives you the truest look at advocacy for Marshall.

5. PROJECT SCHEDULE

Getting started call	Week 1
Research	
Situation analysis	Weeks 1-2
Research, data, and planning audit	Weeks 1-2
Communication and media audit	Weeks 1-2
In-Market (fam tour, focus groups, presentations, interviews)	TBD
Vision survey	Weeks 4-6
Online community survey & brand barometer	Weeks 6-8
Qualitative (influencer) perception survey	Weeks 6-8
Competitive positioning review	Weeks 8-10
Insights & Strategy	
Situation brief & insight development	Week 11
DNA Definition development	Weeks 11-13
Understanding and Insights presentation (in person)	Week 14
Creativity	
Creative brief development (internal)	Week 15
Creative workshop (online)	Week 15
Foundational creative development	Weeks 16-20
Custom deliverable development	Weeks 20-22
Action	
Action plan development	Weeks 20-23
Final presentation	Week 24
Final report development	Weeks 22-24
Evaluation & Results Tracking	
Follow-Up	TBD
Brand Barometer post-study	TBD

Proposed Timeline

24 Weeks

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from client is received at key milestones. If the client approval and consensus process takes longer than 28 weeks (7 months), North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.

6. PROPOSED COMPENSATION

Partnering with the City of Marshall is not a responsibility we take lightly. As such, if it becomes necessary, we are interested in collaborating with community leaders and stakeholders to create an even more custom scope of work for perfecting this important initiative.

Phase 1: Market Research	\$20,000
Research	
Insights & Strategy	
Phase 2: Civic Rebranding	\$30,000
Creativity	
Action Plan	
PROJECT TOTAL	\$50,000

This cost proposal has been calculated with consideration to third party costs associated with the research (we subscribe to a research tool) and North Star's blended hourly rate of \$175/hr. Travel & miscellaneous are additional (pass through basis).



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Authorization for Parks Department to Apply of MN DNR Outdoor Recreation Grant
Background Information:	<p>Construction of the SMASC ball fields was mostly complete in 2017 with the exception of playground (currently 80% complete), entryway arch (complete but not installed), and landscaping. Elements left from the master plan during original construction include lighting the additional two fields and a picnic pavilion.</p> <p>Staff was informed of a possible grant through the MN DNR to help with funding the picnic pavilion and would like to pursue and apply for this grant. Grant applications are due March 29th, 2019 and the grant has been 95% complete at time of submitting this memo.</p> <p>The award of this grant would allow for the construction of a 24' by 24' picnic pavilion with 12' x 24' storage attached to it along with concrete trails connecting the picnic pavilion to the playground area as well as the concession stand and restroom area at a 50% cost share with the DNR. The City's cost towards the project would be \$51,750.00.</p> <p>At this time the total estimated cost for the entire project including picnic pavilion, storage area, sidewalks, picnic tables, and garbage receptacles is \$103,500.00.</p> <p>Attached with this memo is a resolution the Council would need to approve and be included in the grant application if the Council is in favor of authorizing staff to apply for the grant.</p>
Fiscal Impact:	Estimated City cost of \$51,750.00 to be budgeted in 2020
Alternative/ Variations:	N/A
Recommendations:	Authorize staff to apply for MN DNR Outdoor Recreation Grant

2019 Grant Application

Outdoor Recreation Grant Program

Submission Deadline: March 29, 2019

Before completing this application please read the [2019 Outdoor Recreation Program Manual](#) for further program information. Only one park may be included in an application. Applicants are eligible to receive more than one grant.

This program is very competitive. Staff members are available to discuss your project or review application materials. You are encouraged to submit any draft application or materials by March 8th if you would like staff to provide comments. Be sure to allow enough time to complete the Applicant Resolution and any appraisals (if your project includes land acquisition). Only complete applications submitted by the deadline will be considered

Applications are to be submitted electronically in a “.pdf” format by the due date above. Paper submission of applications will no longer be accepted unless arranged in advance of the due date with program staff. To submit the application, email a pdf version of the application and attachments to Parkgrants.DNR@state.mn.us.

Please format the entire application, including all attachments, as one pdf. Use the form provided for each item or reproduce it in the same format. Use [Item 1 – Application Summary](#) as your cover sheet. After submission, make sure you have received a confirmation email that your application has arrived in a useable form by the due date. Applications submitted in an unusable format will not be considered for funding.

Timeline: 2019 Grant Round

- Application materials become available..... December 2018
- Submission deadline March 29, 2019
- Awards are announced June 2019
- Agreements are signed – project may begin September-October 2019
- Grants expire – projects must be completed June 30, 2021

For assistance, please contact

- Joe Hiller, 651-259-5538, joe.hiller@state.mn.us
- Audrey Mularie, 651-259-5549, Audrey.mularie@state.mn.us
- DNR Information Center, 1-888-646-6367

ATTACHMENT A - APPLICANT'S RESOLUTION

A copy of this approved resolution, with no wording changes, must be included with the application.

BE IT RESOLVED that City of Marshall act as legal sponsor for the project contained in the Outdoor Recreation grant application to be submitted on 29th Day of March, 2019 and that Preston Stensrud is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of City of Marshall.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and certifies it will report any actual, potential, perceived or organizational conflicts of interest upon discovery to the state related to the application or a grant award.

BE IT FURTHER RESOLVED that City of Marshall has the legal authority to apply for financial assistance, and financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that City of Marshall has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that City of Marshall has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the state, City of Marshall may enter into an agreement with the State of Minnesota for the above-referenced project, and that City of Marshall certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that PRESTON STENSRUD, PARKS SUPERINTENDENT is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of Marshall on 26th Day of March, 2019.

SIGNED:

WITNESSED:

(Signature)

(Signature)

(Title)

(Date)

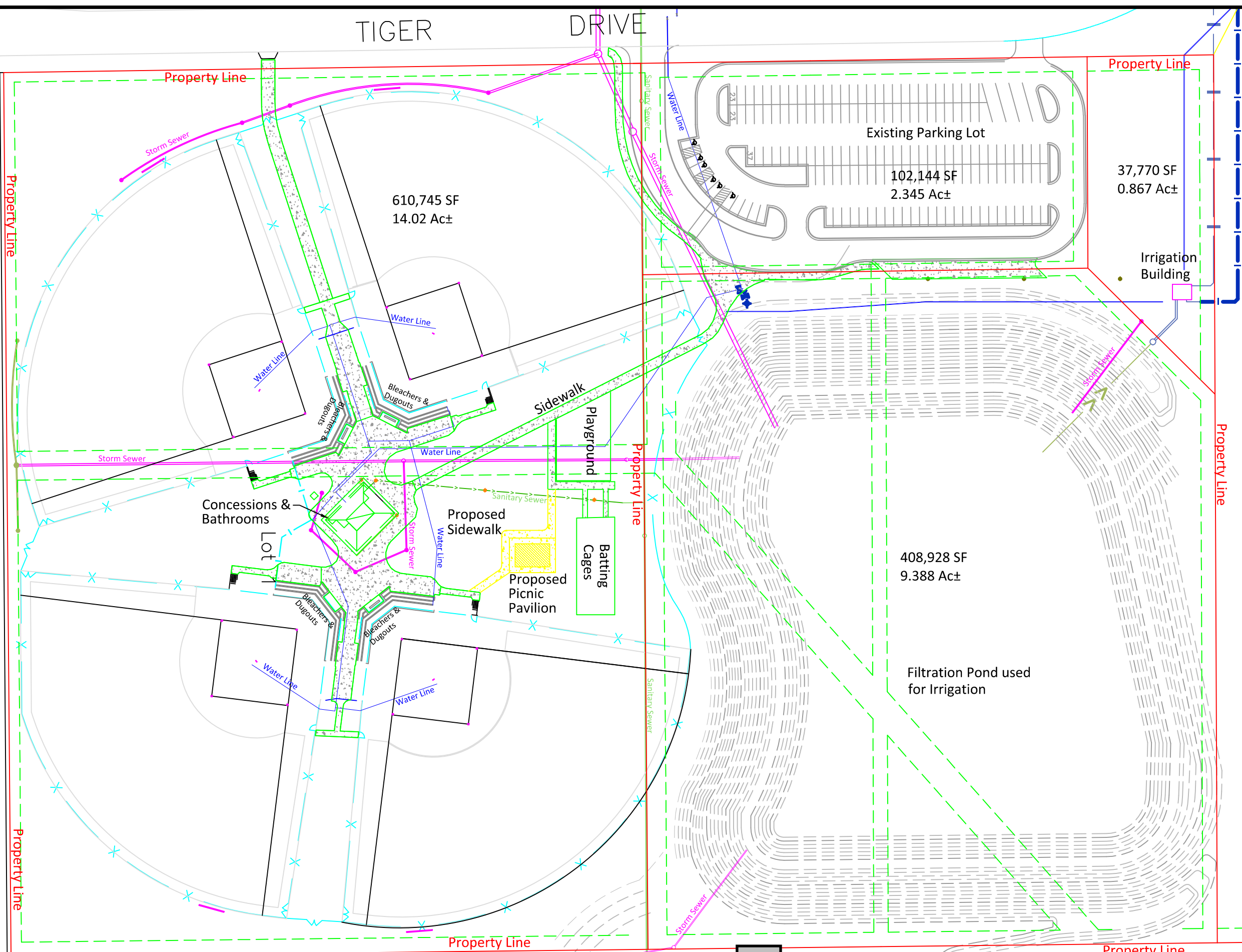
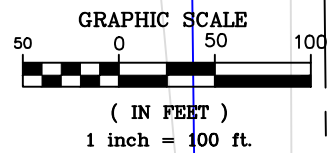
(Title)

(Date)

Rev. Aug 10, 2011

TIGER DRIVE

T.H. 19
SOUTH LINE NW1/4 SEC. 2-111-41



SE COR. NW1/4
SEC. 2-111-41 EAST LINE NW1/4 SEC. 2-111-41



CITY OF MARSHALL
COMMUNITY SERVICES OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

194

Recreation Site Plan

SMASC Picnic Pavilion

SIGNATURE: _____

DATE _____

DATE
03/19/2019

SHEET NO.
1 OF 1



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Call for a Public Hearing Regarding Proposed Property Tax Abatement at 305 Brussels Ct.
Background Information:	Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To call for a public hearing for the proposed property tax abatement

CITY OF MARSHALL
NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENT
FOR HOME TAX ABATEMENT APPLICANT JOHN PARSONS

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall Minnesota (the “City”), will hold a public hearing at a meeting of the Council beginning at 5:30 p.m., on April 9, 2019 to be held in the Professional Development Room at the Marshall Middle School, 401 South Saratoga Street in Marshall, Minnesota, on the request of Home Tax Abatement Applicant that the City abate a portion of property taxes levied by the City in connection with the proposed construction of an approximately 2,070 square foot house structure. The property is located within the City and is currently identified as Parcel No. 27-711028-0. The approximate amount of assistance is \$1,667.78 over a maximum period of 2 years. The City Council will consider granting a property tax abatement in response to the request.

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

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

Dated: March 30, 2019

/s/Kyle Box
City Clerk

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

Property Information:

Location: 305 Brussels CT Access Road: Brussels CT
Section: 5 Township: III Range: 41 Property Identification Number: 27-11028-0
Legal Description: _____
(attach if needed)
Parcel Width: 75 (feet) Length: 167 (feet) Acres: _____

Applicant Information:

Applicant Name: Mike Fox Phone: _____ (h) _____ (w)
Mailing Address: 800 Oak St Marshall MN 56258
Applicant Signature: [Signature]

Owner Information:

Owner Name: JM Development Phone: _____ (h) _____ (w)
Mailing Address: 401 E Marshall St
Owner Signature: [Signature]

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

Company Information:

Owner Name: JM Development Phone: _____ Fax: _____
Location: 401 E Marshall St
Type of Company: Real Estate Service Provided: Building + Rental

Please attach the following documentation:

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

Return Completed Applications to:

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



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



* 2 0 1 8 - 0 0 4 2 8 *

DATE ISSUED: 10/16/2018

BUILDING PERMIT

PERMIT NUMBER : 2018-00428
ADDRESS : 305 BRUSSELS CT
PIN : 27-711028-0
LEGAL DESC : PARKWAY II ADDITION
PERMIT TYPE : BUILDING
PROPERTY TYPE : SINGLE FAMILY
CONSTRUCTION TYPE : NEW BUILDING
VALUATION : \$ 150,000.00

NOTE: NEW DWELLING

APPLICANT

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

PERMIT FEE	1,055.50
PLAN REVIEW RESIDENTIAL	369.43
STATE SURCHARGE BLDG VAL	75.00
TOTAL	1,499.93
Payment(s)	
CHECK 227027 1802347	1,499.93

OWNER

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

AGREEMENT

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

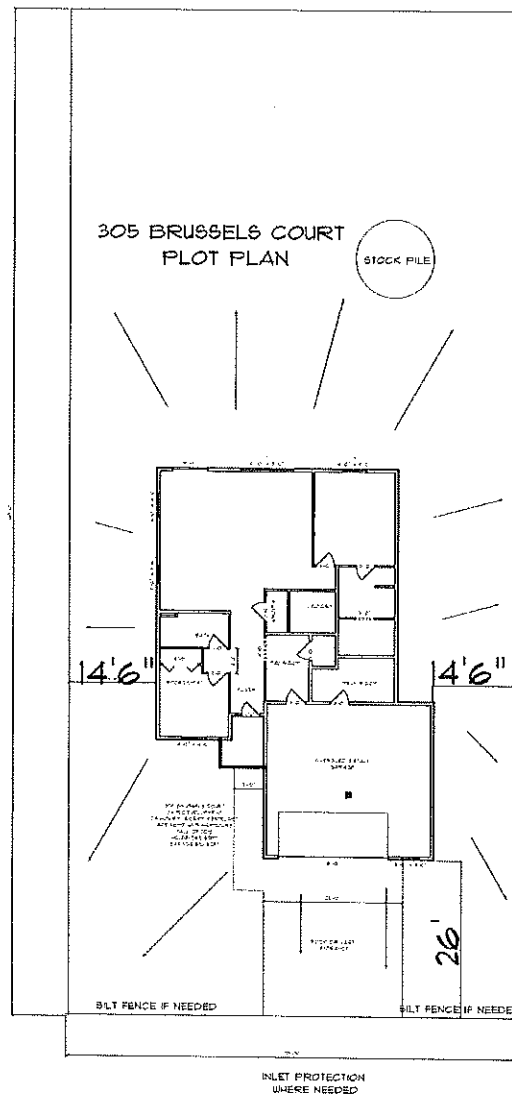
No work shall begin until the Building Permit is signed and issued by the Building Official.

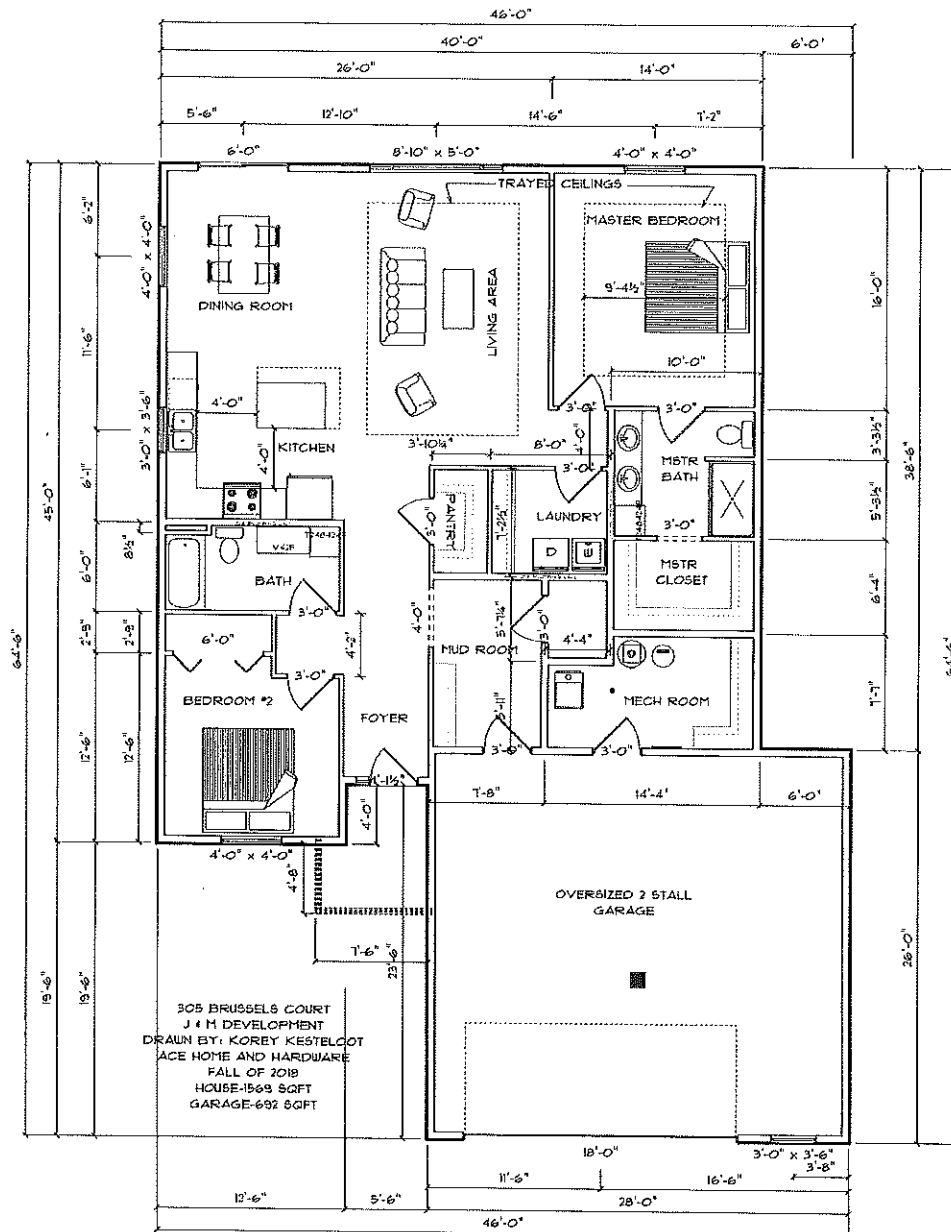
PERMIT: In consideration of the statements and representations made in the above application filed with the Office of the City Engineer, Marshall, Minnesota, this Permit is hereby granted to the applicant. This Permit is granted upon the expressed conditions that said owner and his agents, workmen and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

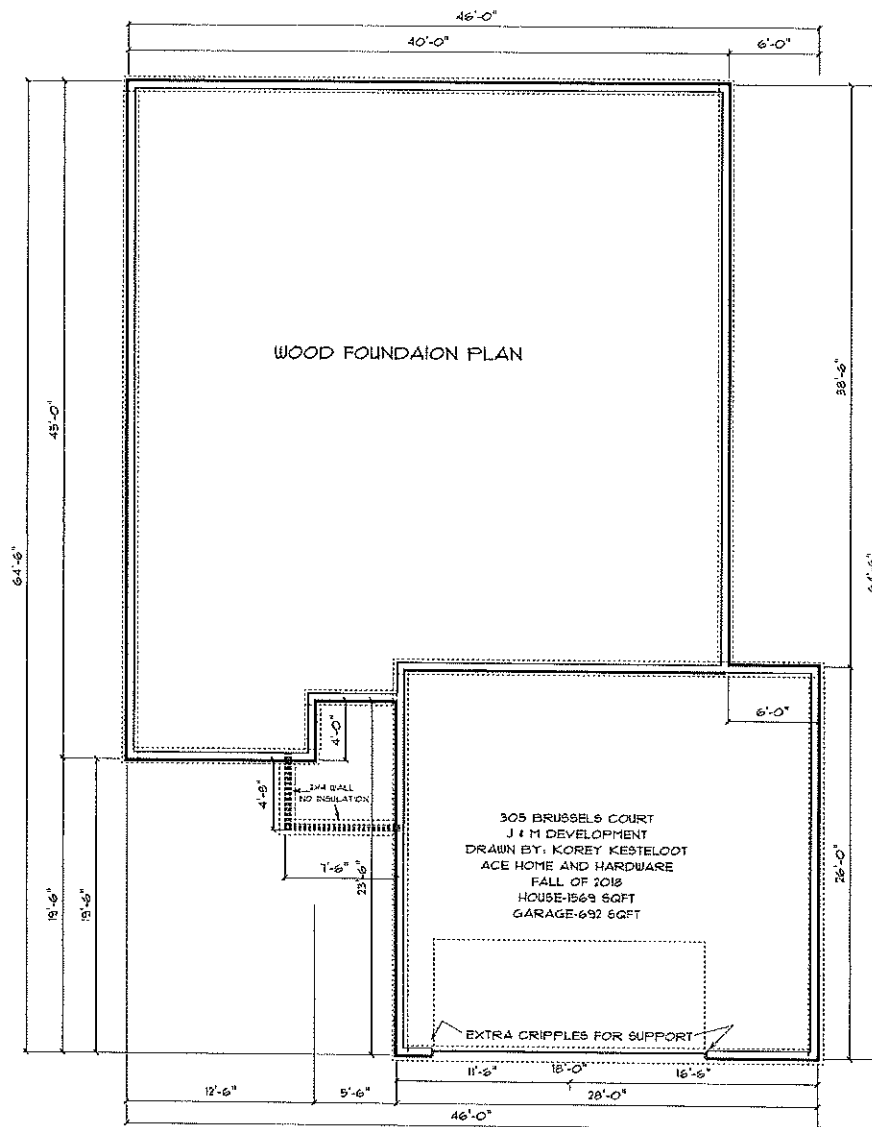
Building Official

Date

10-16-18









CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Call for a Public Hearing Regarding Proposed Property Tax Abatement at 307 Brussels Ct.
Background Information:	Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To call for a public hearing for the proposed property tax abatement

CITY OF MARSHALL
NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENT
FOR HOME TAX ABATEMENT APPLICANT JOHN PARSONS

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

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

Dated: March 30, 2019

/s/Kyle Box
City Clerk

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

Property Information:

Location: 307 Brussels CT Access Road: Brussels CT
Section: 5 Township: 111 Range: 41 Property Identification Number: 27-711029-0
Legal Description: _____
(attach if needed)
Parcel Width: 75 (feet) Length: 167 (feet) Acres: _____

Applicant Information:

Applicant Name: Mike Fox Phone: 507-401-6158 (h) _____ (w) _____
Mailing Address: 800 oak st Marshall MN 56258
Applicant Signature: [Signature]

Owner Information:

Owner Name: JM Development Phone: _____ (h) _____ (w) _____
Mailing Address: 401 E Marshall st Marshall MN 56258
Owner Signature: _____

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

Company Information:

Owner Name: JM Development Phone: _____ Fax: _____
Location: 401 E Marshall st
Type of Company: Real estate Service Provided: Building & Rental

Please attach the following documentation:

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

Return Completed Applications to:

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



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



DATE ISSUED: 10/17/2018

BUILDING PERMIT

PERMIT NUMBER : 2018-00424
ADDRESS : 307 BRUSSELS CT
PIN : 27-711029-0
LEGAL DESC : PARKWAY II ADDITION
PERMIT TYPE : BUILDING
PROPERTY TYPE : SINGLE FAMILY
CONSTRUCTION TYPE : NEW BUILDING
VALUATION : \$ 160,000.00

NOTE: NEW DWELLING

APPLICANT

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

PERMIT FEE	1,103.00
STATE SURCHARGE BLDG VAL	80.00
PLAN REVIEW SIMILAR	275.75
TOTAL	1,458.75
Payment(s)	
CHECK 227028 1802343	1,458.75

OWNER

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

AGREEMENT

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

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

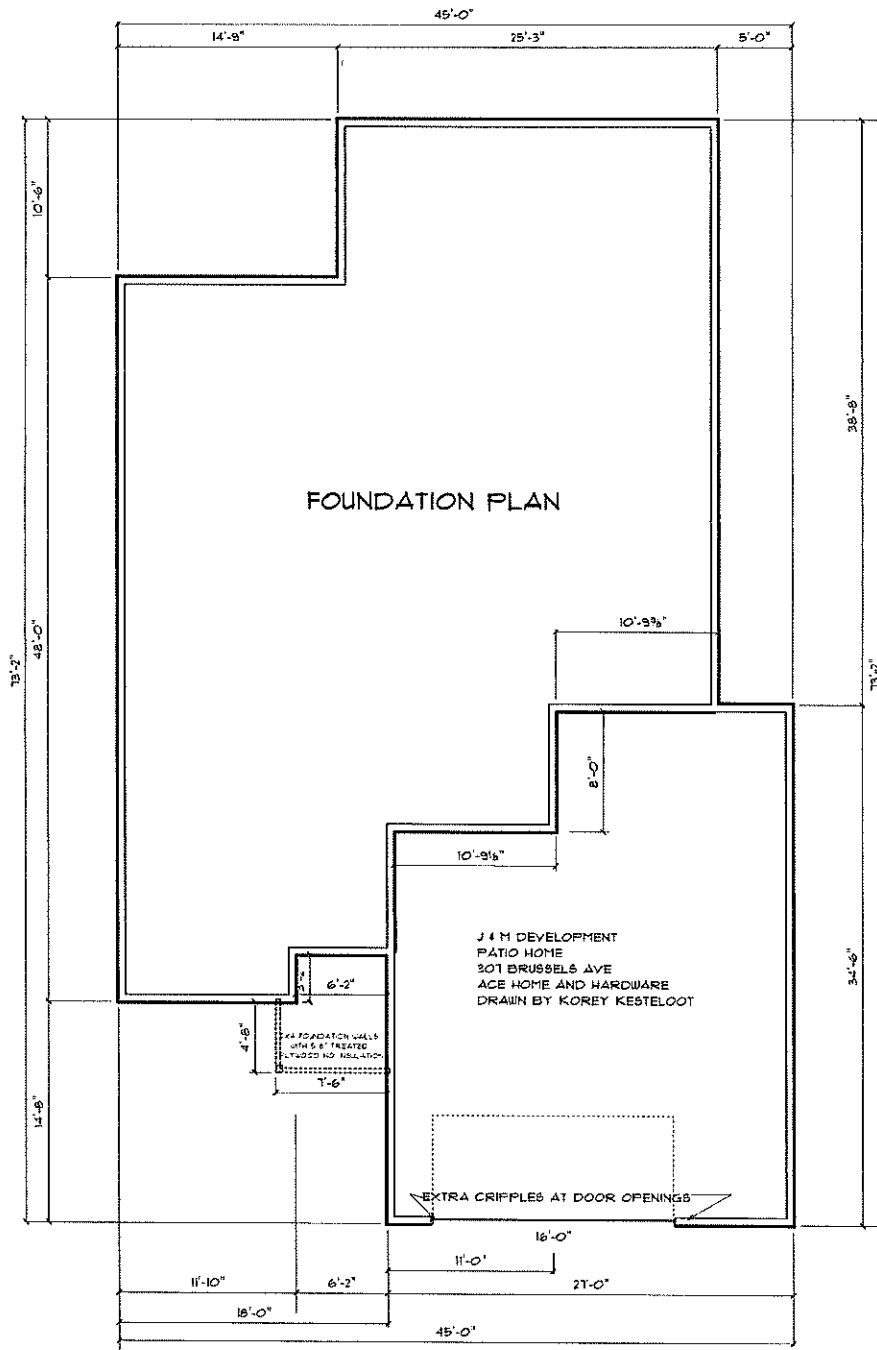
PERMIT: In consideration of the statements and representations made in the above application filed with the Office of the City Engineer, Marshall, Minnesota, this Permit is hereby granted to the applicant. This Permit is granted upon the expressed conditions that said owner and his agents, workmen and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

Building Official

Date

10-17-1

209





CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	Byrnes - Fire Relief Association and Regional Development Commission Schafer - Airport Commission, MERIT Center Board, City Council-County Board/Library Agreement & Operations Southwest Minnesota Amateur Sports Commission and SW Minnesota Emergency Communication Board Meister -Community Services Advisory Board, Cable Commission and Economic Development Authority Bayerkohler - Public Housing Commission, Planning Commission and Capital Equipment Review Committee DeCramer – Economic Development Authority and Utilities Commission Labat - Library Board, Police Advisory Board and Convention and Visitors Bureau Lozinski - Adult Community Center Commission and Joint Law Enforcement Center Management Committee and Marshall Area Transit
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

City of Marshall, Minnesota
Investments
2/28/2019

	Amount	Interest Rate
OTHER INVESTMENTS:		
ACCOUNTS PAYABLE	8,007,026.00	0.00%
ACCOUNTS PAYABLE INTEREST BEARING - SWEEP	4,921,403.46	1.17%
GENERAL FUND/EDA/FIRE DEPT. SCHOLARSHIP	3,402,646.14	2.01%
GENERAL FUND AGENCY ACCT.	2,565,756.90	
WASTEWATER - CAPITAL RES. TRUST ACCT.	2,698,618.06	
ENDOWMENT FUND - AVERA	2,043,472.96	
CAPITAL PROJECTS - MONEY MARKET	2,029,174.67	0.33%
MSA/LIQUOR/SURFACE WATER - MONEY MKT.	2,077,212.31	0.33%
SPECIAL REVENUE - TIF - MONEY MARKET	3,515,674.17	0.45%
DEBT SERVICE - MONEY MARKET	4,724,705.87	0.45%
SPECIAL REVENUE - MONEY MARKET	2,127,285.57	0.33%
TOTAL OTHER INVESTMENTS	<u>38,112,976.11</u>	



BUILDING PERMIT LIST

March 26, 2019

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
ERPESTAD, JOLENE	404 ELAINE AVE	RE-SIDING	6,000.00
TUTT CONSTRUCTION, INC.	102 JAMES AVE W	INTERIOR REMODEL	4,200.00
NUESE, LANCE D	611 4TH ST S	INTERIOR & EXTERIOR REMC	3,000.00
VANLEEUWE CONSTRUCTION LLC	1600 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1602 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1604 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1610 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1612 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1614 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1616 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1620 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1622 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1624 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1626 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1630 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1632 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1634 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1636 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1640 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1642 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1644 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1646 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1650 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1652 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1654 THUNDERBIRD RD	RE-ROOFING	11,200.00
VANLEEUWE CONSTRUCTION LLC	1656 THUNDERBIRD RD	RE-ROOFING	11,200.00
WALKER, BENJAMIN & JULIE	609 1ST ST S	INTERIOR REMODEL	



PLUMBING PERMIT LIST
March 26, 2019

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
THOMAS PLUMBING, INC	1001 HIGHWAY 23 N	INTERIOR REMODEL	0.00



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 26, 2019
Category:	INFORMATION ONLY
Type:	INFO
Subject:	Street Closure for Reinhart Foodservice for Company Truck Rodeo Event on Saturday-May 4, 2019.
Background Information:	<p>Attached is the permit for Reinhart Foodservice (Reinhart) for street closure for a company truck rodeo event proposed from 7:00 a.m. to 1:00 p.m. on Saturday, May 4, 2019.</p> <p>The purpose of the closure is to enable Reinhart to provide an employee competition and fun event utilizing the private property and a portion of the street for a track for Reinhart's equipment rodeo. The street closure does not include Mn/DOT right-of-way. Alter Metal Recycling is not open for business on Saturday, including the date of this event. Reinhart is responsible for all traffic control as required by the Minnesota Manual of Uniform Traffic Control Devices (MMUTCD). Reinhart is also responsible for personally contacting adjacent businesses informing them of the closure.</p>
Fiscal Impact:	There will be costs involved for the materials, delivery and picking them up after completion of the event. Staff is proceeding with plans not to charge fees for this event unless directed by Council. Costs attributed to the closure are estimated at \$300.00.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	Information only.



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

Applicant Name: Reinhardt foodservice kulferts@rfsdelivers.com

Applicant Address: 702 W Fairview Rd

Contact Person: Bryan Ulfe Phone/Cell#: 507-461-0551

Address of Request: 702 W Fairview Rd

Reason for Request: Rodeo

Start Date of Request: 5/4/19 Start Time: 7:00 am/pm

End Date of Request: 5/4/19 End Time: 1:00 am/pm

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

Fairview Rd from RR tracks to North End of Reinhardt Parking Lot
Just east of Ace Hardware North driveway

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.

3/19/19
Date

Bryan Ulfe
Signature of Applicant

RECOMMENDATION

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

RECOMMENDATION: Approve

Special Provisions: Contact adjacent businesses to inform them of dates and times of closure.

3/22/19
Date

Glenn Olson
Director of Public Works/City Engineer

=====

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

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

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

Attachments

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

March 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 4:30 p.m. Airport Commission	6 4:45 p.m. Community Services Advisory Board	7	8	9
10	11 3:30 p.m. Public Housing Commission 4:00 p.m. Library Board	12 5:30 p.m. Regular City Council Meeting	13 12:00 p.m. Adult Community Center 5:30 p.m. Planning Commission	14	15	16
17	18	19 4:30 p.m. Marshall Municipal Utilities Commission	20 12:00 p.m. EDA	21 2:00 p.m. CVB Board Meeting	22	23
24	25	26 5:30 p.m. Regular City Council Meeting	27	28	29	30
31						

April 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 4:30 p.m. Airport Commission	3	4	5	6
7	8 3:30 p.m. Public Housing Commission 4:00 p.m. Library Board	9 5:30 p.m. Regular City Council Meeting	10 5:30 p.m. Planning Commission	11	12	13
14	15 5:30 PM Local Board of Appeal and Equalization	16 4:30 p.m. Marshall Municipal Utilities Commission	17 12:00 p.m. EDA	18 2:00 p.m. CVB Board Meeting	19	20
21	22	23 5:30 p.m. Regular City Council Meeting	24	25	26	27
28	29	30				

May 2019						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 4:45 p.m. Community Services Advisory Board	2	3	4
5	6	7 4:30 p.m. Airport Commission	8 5:30 p.m. Planning Commission	9	10	11
12	13 3:30 p.m. Public Housing Commission 4:00 p.m. Library Board	14 5:30 p.m. Regular City Council Meeting	15 12:00 p.m. EDA	16 2:00 p.m. CVB Board Meeting	17	18
19	20	21 4:30 p.m. Marshall Municipal Utilities Commission	22	23	24	25
26	27 City Hall Closed – Memorial Day	28 5:30 p.m. Regular City Council Meeting	29	30	31	