



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

**Tuesday, October 27, 2020 at 5:30 PM
Minnesota Emergency Response and Industrial
Training (MERIT) Center, 1001 Erie Road**

NOTICE: Pursuant to Minnesota State Statute 13D.021 Some or all members of the City Council may participate by telephone or other electronic means. Regular attendance and meeting location are not feasible due to the Coronavirus Disease (COVID-19) pandemic.

OPENING ITEMS

1. Call to Order/Pledge of Allegiance

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider approval of the minutes of the work session and regular meeting held on October 13, 2020.

PUBLIC HEARING

3. Vacation of Utility Easement in Carr Subdivision I, Block One, Lots 9-10 (Vierstraete) – 1) Public Hearing on Resolution Granting Petition to Vacate Utility Easement; 2) Consider Resolution Granting Petition to Vacate Utility Easement.

CONSENT AGENDA

4. Request for Map Amendment (rezone) by Vesta LLC, at 512 Continental Street.
5. MERIT Center Road Course-Phase 2 – Consider Change Order No. 9 (Final) and Acknowledgement of Final Pay Request No. 12.
6. Project Z50-2020: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2).
7. Consider Request of Prairie Home Hospice & Community Care for the Light Up the Night Parade on Friday, November 27,2020.
8. Consider Approval of the Farm Lease between Paul Wambeke, Tenant, and the City of Marshall as Landlord.
9. Approve Subordination Agreement Regarding Property At 223 North Hill Street (Lot Nine (9) Block Two (2) Schultz Addition to The City of Marshall) Subordinating A Small Cities Development’s Program Loan/Grant in Favor of First Mortgage Lien to The Wanda State Bank.
10. Consider approval of an Engagement Letter with Vanlwaarden Associates for an actuarial valuation for post-employment benefits.
11. Consider approval of On-Sale Intoxicating Liquor License and a Sunday On-Sale Intoxicating Liquor License for BDH2 – Marshall, LLC (Bird Dog Equity Partners, LLC).
12. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

13. Request for a Variance Adjustment Permit by Charles R Aufenthie at 1000 Country Club Drive.
14. Project Z83: James Avenue/Camden Drive Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement.

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.

- [15.](#) Transportation Alternatives Grant Letter of Intent.
- [16.](#) S.P. 4210-49RW Project - MN 68 Temporary Easements and Land Acquisition – Parcel 238B.
- [17.](#) Approve Resolution No. _____, Second Series regarding accepting low quotation and authorizing James Lozinski Construction Inc. to proceed with residing a shed and installing a door on a storage building at Liberty Park.
- [18.](#) Acknowledgement of a Closed Meeting for Labor Negotiations Strategy.

COUNCIL REPORTS

- [19.](#) Commission/Board Liaison Reports
- 20. Councilmember Individual Items

STAFF REPORTS

- 21. City Administrator
- [22.](#) Director of Public Works
- 23. City Attorney

INFORMATION ONLY

- [24.](#) Information Only

MEETINGS

- [25.](#) Upcoming Meetings

ADJOURN

RULES OF CONDUCT

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 13, 2020
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the work session and regular meeting held on October 13, 2020.
Background Information:	Enclosed are the minutes of the work session and regular meeting held on October 13, 2020.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	that the minutes of the work session and regular meeting held on October 13, 2020 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
WORK SESSION
M I N U T E S
Tuesday, October 13, 2020**

The work session of the Common Council of the City of Marshall was held October 13, 2020, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 4:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister, Glenn Bayerkohler, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Sheila Dubs, Human Resource Manager; Laura Wing, Payroll/ Benefit Specialist; Jasmine DeSmet, Training Facility Coordinator and Kyle Box, City Clerk.

2021 Health Insurance Renewal with PEIP

Last year, the Council approved a transition in carriers to PEIP (Public Employees Insurance Program). The transition to PEIP required a 2-year commitment with no rate guarantee in the 2nd year.

While the overall pool renewal is 9.7%, the City of Marshall is being “slotted” (underwriters’ analysis) for the first time into the pool, which resulted in a favorable lower renewal, at 6.60% for single plans and 6.66% for family plans on the Advantage H.S.A. Option plan. The City does not offer Dental or Life plans through PEIP. Last year, our rates from PEIP reflected a 6.3% increase over the prior year. This renewal for 2021 reflects a generally stable rate.

Staff projected a budget increase of \$106,670 for the 2021 budget. However, the renewal rates are lower than anticipated at a projected budget increase of \$86,839.16. The projections are based on current plan selection by employees.

Open enrollment information:

PEIP delayed sending out renewal rates by one month this year due to the COVID-19 pandemic. Due to this delay, the timing for the employee open enrollment period is impacted. Staff will be requesting that the Council consider approval of the cost-share option at the regularly scheduled Council meeting being held on the same evening, October 13th. However, should the Council choose to want additional time, a decision would then need to be made at the October 27th regular meeting and the employee open enrollment period would begin immediately thereafter, on October 28th. All renewal information and employee changes are required to be submitted to PEIP by November 12th. To comply with pandemic social distancing laws and guidelines, our employee open enrollment will include in-person and virtual visits with our benefit carriers by appointment.

Human Resource Manager Sheila Dubs presented the background information on the agenda item and introduced Bill Chukuske Insurance Services the City of Marshall’s Broker for health insurance. Mr. Chukuske reviewed the insurance 2021 insurance rates for PEIP and the City of Marshall.

Adjourn

At 4:34 P.M., Mayor Byrnes adjourned the meeting.

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, October 13, 2020**

The regular meeting of the Common Council of the City of Marshall was held October 13, 2020, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steven Meister, Glenn Bayerkohler, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Karla Drown, Finance Director; Jim Marshall, Director of Public Safety; Dave Parsons, City Assessor; Sheila Dubs, Human Resource Manager; Laura Wing, Payroll/ Benefit Specialist; Jasmine DeSmet, Training Facility Coordinator and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

Consider approval of the minutes of the regular meeting held on September 22, 2020.

Motion made by Councilmember Meister, Seconded by Councilmember Labat that the minutes of the regular meeting held on September 22, 2020 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried.**
7-0

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

The developer approached the City with a request to plat one additional lot onto the end of Continental Street, adjacent to Lot 6, Block 3 of Carr Estates Second Addition. The street and utilities are already installed along the frontage. Staff's only concern is street drainage on Continental Street from the intersection with Cadillac Drive to the east toward the field. The street grade drains east to the field, but drainage is blocked by a small hill. Staff had informed the developer, and the developer, also owner of the adjacent field, indicated that a drainage path will be created to drain surface water runoff from the city street.

Copies of the proposed subdivision have been sent to the local utility companies for their review and comments, and their requirements, if any, have been incorporated into the plat.

The preliminary plat was presented at the Planning Commission meeting on September 9, 2020. The property owners of 510 Continental Street expressed concerns relating to drainage, and discussion was conducted regarding the topic. Following discussion, Schroeder MADE A MOTION, SECOND BY Lee, to recommend approval of the preliminary plat to the City Council. All voted in favor.

Director of Public Works/ City Engineer Jason Anderson provided the background information on the agenda item. Director Anderson addressed staff's concern of the street drainage and notified the developer who has agreed to correct the issue.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council close the public hearing and approve the Preliminary Plat of Carr Estates Fifth Addition. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer

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

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the Council adopt RESOLUTION NUMBER 4753, SECOND SERIES, which is the Resolution Approving the Final Plat of Carr Estates Fifth Addition. Voting Yea: Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Abstaining: Mayor Byrnes. The motion **Passed. 6-0-1**

Ice and Snow Removal and Weed Elimination from Private Property in the City of Marshall. 1) Conduct a Public Hearing. 2) Consider a Resolution Adopting the Assessment.

City shall conduct public hearing to consider approving of special assessment to be levied against City property to allow for collection of costs incurred by the City to remove ice and snow and to mow lawns-eliminate weeds on private property. Minnesota Statutes Chapter 429.101 does set forth the various types of City charges that can be assessed against property taxes pursuant to the special assessment process. Minnesota Statutes §429.101 subd. 1(1) indicates that snow, ice, or rubbish removal from sidewalks may be assessed against property owners. §429.101 subd. 1(2) indicates that “weed elimination from streets or private property” may be assessed against property owners.

The procedure by which those types of costs incurred by the City may be assessed against private property owners is outlined in Minnesota Statute §429.061 and procedures further outlined in a Minnesota Court of Appeals decision Sykes v. Rochester City Council Court of Appeals case A13-2421. The Sykes decision does require full compliance with §429.061, when levying those costs as assessments against private property. §429.061 does require public hearing to be held before those amounts can be assessed.

The City Council has previously passed a resolution declaring the costs to be assessed as required by Minnesota Statute §429.061 and further that a second resolution has been passed calling for a public hearing regarding those costs to be assessed. Notice of public hearing has been sent to property owners and has been published in the Marshal Independent as required by Statute. Public hearing is to be held as scheduled.

City Clerk Kyle Box provided the background information on the agenda item.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer that the Council close the public hearing on assessments for ice and snow removal and for weed elimination from private property in the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 7-0**

Motion made by Councilmember Schafer, Seconded by Councilmember Meister that the Council adopt RESOLUTION NUMBER 4754, SECOND SERIES, which is the “Resolution Adopting Assessment” for ice and snow removal and for weed elimination from private property in the City of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 7-0**

Consider Award of Bids for Winter Road Salt and Winter Sand.

Bids were received on September 22, 2020 for winter road salt and sand as shown. Three bids were received for the rock salt. The low proposal was from BlackStrap, Inc. of Neligh, Nebraska in the amount of \$75.48/ton and a total bid price of \$37,740.00. Three bids were received for the sand. The low proposal was from Tolk

Graveling, LLC of Minneota, Minnesota, in the amount of \$12.99/ton for a total bid price of \$12,990.00. The 2020 Street Department budget included \$45,000 for salt and \$15,000 for sand.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer that the Council award the winter road salt bid to BlackStrap, Inc. of Neligh, Nebraska, in the amount of \$75.48/ton and a total bid price of \$37,740.00. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer that the Council award the winter sand bid to Tolk Graveling, LLC of Minneota, Minnesota, in the amount of \$12.99/ton for a total bid price of \$12,990.00. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Approval of the Consent Agenda.

Councilmember Lozinski requested that item number 13, Approve Final Pay Application-LinnCo-Former Hotel Demolition Contract, be removed for further discussion.

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

Approval of Resolution Number 4755, Second Series a Resolution for a National Highway Traffic Safety Grant.

Approval for Law Enforcement Center Repairs

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

Approval of the Farm Lease between Paul & Fran Deutz, Inc. Tenant, and the City of Marshall as Landlord.

Approval of an agreement with Sun Life Financial for Basic Life, AD&D, Child Life, and Supplemental Life insurance

Approval of the Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 15 to Magney Construction, Inc.; 2) Consider Payment of Invoice 1302262 to American Engineering Testing, Inc.; 3) Consider Payment of Invoice 0258087 to Bolton & Menk, Inc.

Approval of a Vacation of Utility Easement in Carr Subdivision I, Block One, Lots 9-10 (Vierstraete) -- Receive Petition for Vacation of Utility Easement and Call for Public Hearing.

Approval of a LG220 Application for Exempt Permit for SWMN Ducks Unlimited.

Approval of a LG214 Premises Permit Application for the American Legion Post 113.

Approval of the bills/project payments

Approve Final Pay Application-LinnCo-Former Hotel Demolition Contract.

LinnCo, Inc has completed the demolition of the former hotel property located at 326 West Main Street. Staff have reviewed the pay request and are in agreement with the final pay application.

Councilmember Lozinski reviewed the city hall project and hotel demolition project.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the Final Pay Application from LinnCo, Inc. in the amount of \$63,418.80. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Approve Amended Schwan Regional Amateur Sports Center City of Marshall Convention Visitors Bureau 2020 Service Contract.

City Administrator notified Marshall Convention and Visitors Bureau on 9/1/2020 of the need to discuss the Schwan Regional Amateur Sports Center City of Marshall Convention Visitors Bureau (CVB) 2020 Service Contract due to an approximate 40% reduction in FBL sales tax from April to present. FBL sales tax the sole source of funding the service contract.

City and CVB staff/Board members subsequently met to discuss amending the contract for services and on 9/10/2020, a formal notice to amend the contract was provided to CVB.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer Approve Amended Schwan Regional Amateur Sports Center City of Marshall Convention Visitors Bureau 2020 Service Contract. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Purchase of tactical rescue equipment for the Marshall Fire Department.

The City of Marshall's fire service responds to a variety of emergency situations that can be presented in many different ways. As more demands are put on our fire services, it is important that they are prepared to respond to these incidents within our community and surrounding area. The Marshall Fire Department has been planning and preparing to have a designated Tactical Rescue Team within our own department. The Tactical Rescue Team would respond and provide scene management in structural collapse, rope rescue, confined space search and rescue, and other critical events where their skills can be utilized.

In prior years, our department relied on the response from a Tactical Rescue Team located in the Granite Falls area to respond if needed. This Tactical Rescue Team has disbanded and is no longer available. This loss combined with the time it would take for others to respond makes our leadership, training and need for equipment in this area of response highly important.

In the 2020 Capital Improvement Plan, \$20,000 dollars had been budgeted for equipment needed to begin the specialized training for our firefighters selected to be part of this response team. This team would receive training and would be expected to maintain proficiency with these specialized skills and equipment.

The quote received from ALEX Air Apparatus for the needed equipment for the Tactical Rescue Team is \$6,065.61. The addition of a Tactical Rescue Team with the Marshall Fire Department will be an asset to our community and surrounding area.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to the approval for the purchase of equipment from ALEX Air Apparatus for \$6,065.61. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Project Z83: James Avenue/Camden Drive Reconstruction Project - Consider Resolution Ordering Preparation of Report on Improvement.

This project consists of the following: Reconstruction and utility replacement on James Avenue from the intersection of Camden Drive and James Avenue to the intersection of South 4th Street and James Avenue and on Camden Drive from the intersection of Camden Drive and James Avenue to the intersection of Camden Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on James Avenue. Storm sewer catch basin replacement on Camden Drive. This project will include new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 7' sidewalk on both sides of James Avenue. Also included will be new pavement on Camden Drive. This project will also include replacement of storm sewer from Camden Drive to the outfall at the Redwood River, including outfall improvements.

The project is identified in the City Capital Improvement Plan (CIP) for 2021.

All improvements are proposed to be assessed according to the current Special Assessment Policy or Policy amended prior to certification of assessments including, but not limited to, 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.

Motion made by Councilmember Lozinski, Seconded by Councilmember DeCramer that the Council adopt RESOLUTION NUMBER 4756, SECOND SERIES, which is the "Resolution Ordering Preparation of Report on Improvement" for Project Z83: James Avenue/Camden Drive Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Project Y71: North Bruce Street/Skunk Hollow Road Reconstruction Project.

City Public Works staff continually receives complaints from the residents that live along North Bruce Street (Skunk Hollow Road) between County Road 35 and the city bike trail crossing north of Emerald Court. The residents complain about the dust, the 'wash boarding' of the street surface, and the general lack of acceptable maintenance from their view in light of the level of traffic.

For background, Skunk Hollow Road used to be County Road 67, a route on the County State Aid Highway System. In 1996, the County relinquished control of the street to the City as a "County Road Turnback". Therefore, the city assumed ownership of the right of way and the street and the segment was added to our Municipal State Aid System mileage. As part of the process of relinquishing control of the roadway, Lyon County paid the city for the cost to resurface the roadway at that time. The thought process at the time was that the city would grow in this direction and it made more sense for the route to be operated by the city. As of December 2019, the city had \$125,711.13 in funds that can be spent on improving Skunk Hollow Road.

Since construction of the levee to the south, the land north of the levee (which includes Skunk Hollow Road) is almost entirely located in the floodway or floodplain. Therefore, the property south of Skunk Hollow cannot be developed, and the roadway is frequently under threat of flooding. The residents on the north side of Skunk Hollow Road are not located in city limits; the city limits terminate on the north side of the Skunk Hollow Road right of way. In 2011- 2012, city staff and Council explored the option of relinquishing control of Skunk Hollow Road back to Lyon County. There were meetings involving city and county staff and officials. Eventually, it was decided that Skunk Hollow Road and the land to the south would remain in city limits and the street would remain under city control until a later date when the city would establish a new route that moved the alignment to follow a path straight south to Fairview Street. It was determined at that time that a project should be included in the 5-year CIP.

It is now nearly 10 years later, and no movement has occurred with this project. The roadway surfacing of Skunk Hollow was 'reclaimed' in 2016 in lieu of completing an expensive surfacing project. This essentially turned the surface into a gravel road by mixing the bituminous millings into the gravel base. There has been no investment into the surface since this time, beyond regular blading of the surface and a few spot treatments of dust control products. There are roughly 500 vehicles per day that travel this route, and this level of traffic is quite high for a gravel road.

This project was discussed at the Public Improvement/Transportation Committee meeting on September 23, 2020, with recommendation to bring forward to City Council for discussion as presented. Alternative options included discussions regarding resident access, maintain as a local access road, dead end alternatives, maintaining access to properties and dust control options.

The purpose of this memo is to provide Committee and Council with an update on where we stand with this segment of city street, and to obtain feedback from the current Council and give staff guidance moving forward with this roadway. With nearly 10 years having passed and many new Council members, staff would like to get some reinforcement from Council on our direction going forward and our messaging to the public.

Director of Public Works/ City Engineer provided the background information on the agenda item. After discussion the council opted to maintain the road as is for the immediate future.

Consider approval of the 2021 Health Insurance Renewal with PEIP.

Last year, the Council approved a transition in carriers to PEIP (Public Employees Insurance Program). The transition to PEIP required a 2-year commitment with no rate guarantee in the 2nd year.

Health insurance is the foundation of an employee benefit package. As the labor force in southwest MN becomes increasingly tight, our ability to compete for highly skilled employees improves with a competitive benefit package. During the past few years, the Council, Administration, and employees were becoming increasingly concerned about the rising costs and volatility of our health insurance plans, both in terms of premiums and deductible amounts. This year, under the PEIP plan, while the overall pool renewal is 9.7%, the City of Marshall is being "slotted" (underwriters' analysis) for the first time into the pool, which resulted in a favorable lower renewal, at 6.60% for single plans and 6.66% for family plans on the Advantage H.S.A. Option plan. Rates are included in the on the last page of the PEIP renewal letter: see medical rates at the top of the page. (The City does not offer Dental or Life plans through PEIP.) This is a favorable renewal as it reflects greater stability than we've seen in prior years, which in turn, means lower increases for both the employer and employee premiums.

Bill Chukuske Insurance Services is our Broker for health insurance. He will be presenting our renewal information to the Council. Staff will also be presenting a 2021 cost-share option with the Council using the same cost-share model that the Council approved in 2020. The proposal is that the employee and employer share equally in the rate increase percentage.

Staff projected a budget increase of \$106,670 for the 2021 budget. However, the renewal rates are lower than anticipated at a projected budget increase of \$86,839.16. The projections are based on current plan selection by employees.

Open enrollment information:

PEIP delayed sending out renewal rates by one month this year due to the COVID-19 pandemic. Due to this delay, the timing for the employee open enrollment period is impacted. Staff will be requesting that the Council consider approval of the cost-share option at the regularly scheduled Council meeting being held on the same evening as the work session, October 13th. If approved, it will provide HR staff more time with employees who have questions during the open enrollment period since we cannot meet in large groups this year. However, should the Council choose to want additional time, a decision would then need to be made at the October 27th regular meeting and the employee open enrollment period would begin immediately thereafter, on October 28th. All renewal information and employee changes are required to be submitted to PEIP by November 12th. To comply with pandemic social distancing laws and guidelines, our employee open enrollment will include in-person and virtual visits with our benefit carriers by appointment. Cost projections are estimated based upon current plan enrollment.

Motion made by Councilmember Meister, Seconded by Councilmember DeCramer to approve the 2021 Health Insurance Renewal with PEIP. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider amendment to the Travel and Training Personnel Policy.

At the September 22, 2020 regular Council meeting, Councilmember Labat suggested a language amendment to the Travel Policy, section 11.11. The Council referred the item to the Personnel Committee. The Personnel Committee reviewed the policy language, the rates and insurance coverages for rental vehicles, the available general-use pool cars. The Committee recommended unanimously to approve the proposed policy amendment.

With the proposed language, employees are required to review the available options in determining the lowest cost method of travel. The Supervisor will approve the method of travel utilized. Where a rental vehicle is the lowest cost option and declined by the traveler, there will be a reduction in mileage reimbursement to be paid to the employee.

Per direction from the Personnel Committee, Staff will work towards disposing of the 2005 general use pool vehicle at a future Council meeting.

As informational for the Council, under the State contract with Enterprise, rentals include full comprehensive and collision coverages and Supplemental Liability Protection coverage of \$2,000,000. The City receives the

same rates as specified in the State contract for rentals: economy cars are \$36 per day and standard cars are \$38.50 per day.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve the amendment to the Travel and Training Personnel Policy. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

2021 EDA Budget-EDA Chamber Contracted Services.

City Administrator would like to discuss and recommend that the City Council consider bringing EDA Chamber contracted services within existing city staff resources for the 2021 year. This past year City Administrator began an evaluation of the EDA Services Chamber Contract. The main focus has been the goal of having the services provided on-site, in the City of Marshall rather than off-site assistance. The pros and cons are many/varied. EDA Board approved the Chamber contract at their July 2020 Board meeting.

Motion made by Councilmember Lozinski, Seconded by Councilmember Labat that the City direct EDA Board to give 30-day notice to terminate the 2021 EDA Chamber Contracted Services as per contract and utilize existing city staff for the services provided in the contract. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. Voting Nay: Councilmember Bayerkohler. The motion **Passed. 6-1**

Commission/Board Liaison Reports

Byrnes Southwest Regional Development Commission met to evaluate projects over the next 5 -10 years with MnDOT.

Schafer Southwest Amateur Sports Commission met and discussed its partnership with MAHA and commended their forward thinking on how to keep athletes engage during the COVID-19 pandemic. The Fairbanks Ice Dogs Juniors Hockey Team will play three weekends (6 games) at the Red Baron Arena. MABA hosted two tournaments this year.

Meister No Report

Bayerkohler No Report

DeCramer Economic Development Commission met to review CARES Funding issued to local businesses.

Labat Library Board received a donation from the Kiwanis club.

Convention and Visitors Bureau will take over the scheduling for the Red Baron Arena and there has been discussion to move the CVB office to the Red Baron Arena and Expo.

Lozinski City Hall Committee met to tour the City Hall project and to receive an update on the project.

Councilmember Individual Items

Councilmember Schafer proposed the have a city wide scheduled clean up.

Councilmember Bayerkohler commented on the Governor of South Dakota's visit to Marshall.

Councilmember Lozinski asked for an update on the ice rink project awarded to the city of Marshall. Mayor Byrnes provided an update on the location and installation to happen this year at Independence Park. Member Lozinski requested that virtual town hall meetings could be scheduled in the coming months.

Councilmember Labat brought forward a resident's positive comments on construction projects happening within the city.

Councilmember DeCramer commented on the concern at the right-in, right-out intersection in the Hy-Vee parking lot. Member DeCramer requested that communication be sent to MnDOT to make the intersection more visible to prevent cross traffic.

Councilmember Meister provided insight from Avera's perspective surrounding COVID-19.

Mayor Byrnes commented on the dedication of the Veteran's memorial and Memorial Park.

City Administrator

City Administrator Sharon Hanson provided an update on the City's CARES funding as well as provided an update on use from the County's CARES funding also helping local businesses.

Director of Public Works

Director of Public Works/ City Engineer commented on upcoming informational meetings for future construction projects. Every resident that lives within the project limits has received an invite. Public Works employees have received a Smart Salt certification. Director Anderson provided an update on construction projects throughout the city.

City Attorney

City Attorney Dennis Simpson provided an update on the remaining farm leases to be signed, the MAHA agreement for ice rental/ concessions is with MAHA and the land sale completed by the HRA.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 7:44 P.M., Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to adjourn.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Bayerkohler.

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

Mayor

Attest:

City Clerk



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 27, 2020
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Vacation of Utility Easement in Carr Subdivision I, Block One, Lots 9-10 (Vierstraete) – 1) Public Hearing on Resolution Granting Petition to Vacate Utility Easement; 2) Consider Resolution Granting Petition to Vacate Utility Easement.
Background Information:	<p>A signed petition for vacation of a utility easement has been received from the owners of all the real property that includes the proposed area for utility easement.</p> <p>A map of the petitioned vacation area is attached.</p> <p>The purpose of the vacation is to construct a detached garage on the property, including a portion of the area to be vacated.</p> <p>A copy of the procedure for vacation of streets by resolution, included in Sec. 62-4 of the Marshall Code of Ordinances, is also attached.</p> <p>All utility companies were contacted to ensure no utilities are currently within the proposed vacation area. All respondents indicated no facilities present.</p>
Fiscal Impact:	Property owner to reimburse the City for all costs associated with the vacation.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1: that the Council close the public hearing.</p> <p>Recommendation No. 2: that the Council adopt RESOLUTION NUMBER XXXX, which is the Resolution Granting Petition to Vacate Utility Easement.</p>

RESOLUTION NUMBER _____, SECOND SERIES

**RESOLUTION GRANTING A PETITION FOR VACATION OF UTILITY EASEMENT
IN THE CITY OF MARSHALL**

WHEREAS, a petition for vacation of utility easement has been received from the owners of all the real property that includes the proposed area for utility easement in the City of Marshall, County of Lyon, State of Minnesota; legally described in Exhibit A and shown on the map in Exhibit B, to-wit;

AND WHEREAS, such petition was ordered to be filed for record with the City Administrator and a hearing ordered on such petition;

AND WHEREAS, a public hearing was held on October 27, 2020 before the City Council on such petition after due published and posted notice had been given and all persons interested were given an opportunity to be heard.

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

1. The Mayor and City Clerk hereby resolve the granting of the petition for vacation of the utility easements located in the City of Marshall, County of Lyon, State of Minnesota, as legally described above.
2. A copy of this resolution, after the same shall go into effect, duly certified by the City Administrator, shall be filed for record and duly recorded in the office of the Registrar of Deeds in and for Lyon County, Minnesota.

Passed and adopted by the Council this 27th day of October, 2020.

Robert J. Byrnes, Mayor

ATTEST:

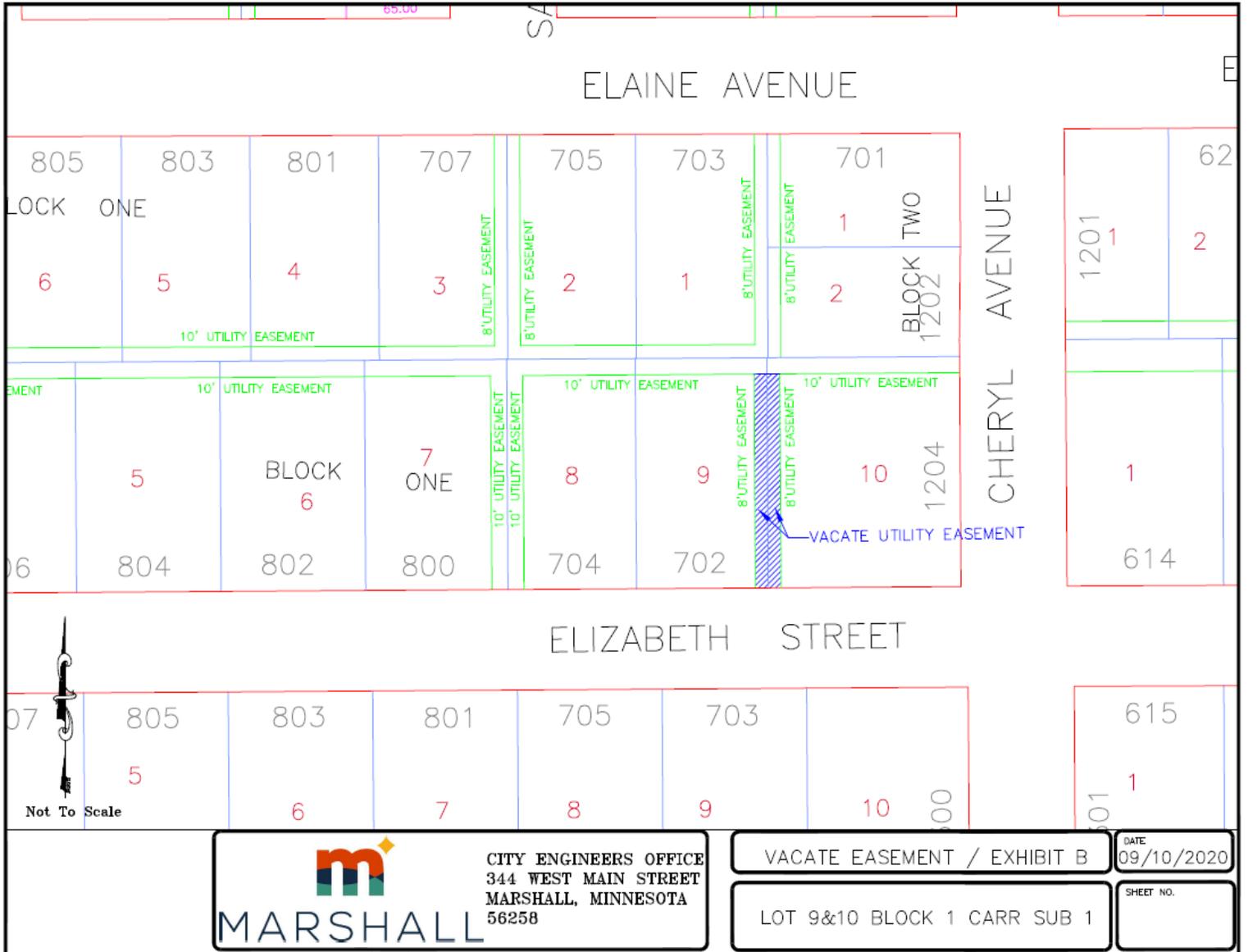
City Clerk

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

EXHIBIT A

The 8-foot utility easement along the easterly lot line of Lot 9 and the 8-foot utility easement along the westerly lot line of Lot 10, Block One, Carr Subdivision I, City of Marshall, County of Lyon, State of Minnesota, as shown on Exhibit B, in the City of Marshall, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

EXHIBIT B



MARSHALL

CITY ENGINEERS OFFICE
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

VACATE EASEMENT / EXHIBIT B

DATE
 09/10/2020

LOT 9&10 BLOCK 1 CARR SUB 1

SHEET NO.

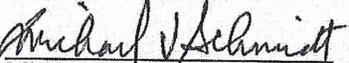
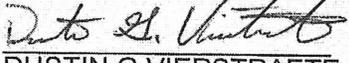
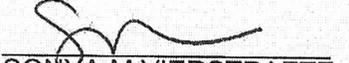
PETITION FOR VACATION OF UTILITY EASEMENT

**Marshall, Minnesota
September 2020**

To the City Council of Marshall, Minnesota:

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

It is also petitioned that the vacated utility easement be divided among the adjacent property owners equal to footage of the property adjacent to such vacation.

	PARCEL # / ADDRESS	OWNER(S)	OWNER(S) SIGNATURE(S)
1.	27-143009-0 / 702 ELIZABETH ST	DUSTIN VIERSTRAETE MICHAEL SCHMIDT DEBORA SCHMIDT	 DUSTIN VIERSTRAETE  MICHAEL SCHMIDT  DEBORA SCHMIDT
2.	27-143010-0 / 1204 CHERYL AVE	DUSTIN G VIERSTRAETE SONYA M VIERSTRAETE	 DUSTIN G VIERSTRAETE  SONYA M VIERSTRAETE

Purpose of Vacation: Joining 702 to 1204 lot. Future Plans Ser
Fence and or Adding structure onto 702 lot

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

I hereby acknowledge that I will be billed for the relocation of any utilities related to this application, which include, but are not limited to, hydrants, light poles, and communication lines. These relocation expenses are due and payable regardless of approval or denial by the City Council and will be the property owner's expense.


Signature

Dustin Vierstraete
Printed Name

Pd 9-18-2020
#1842

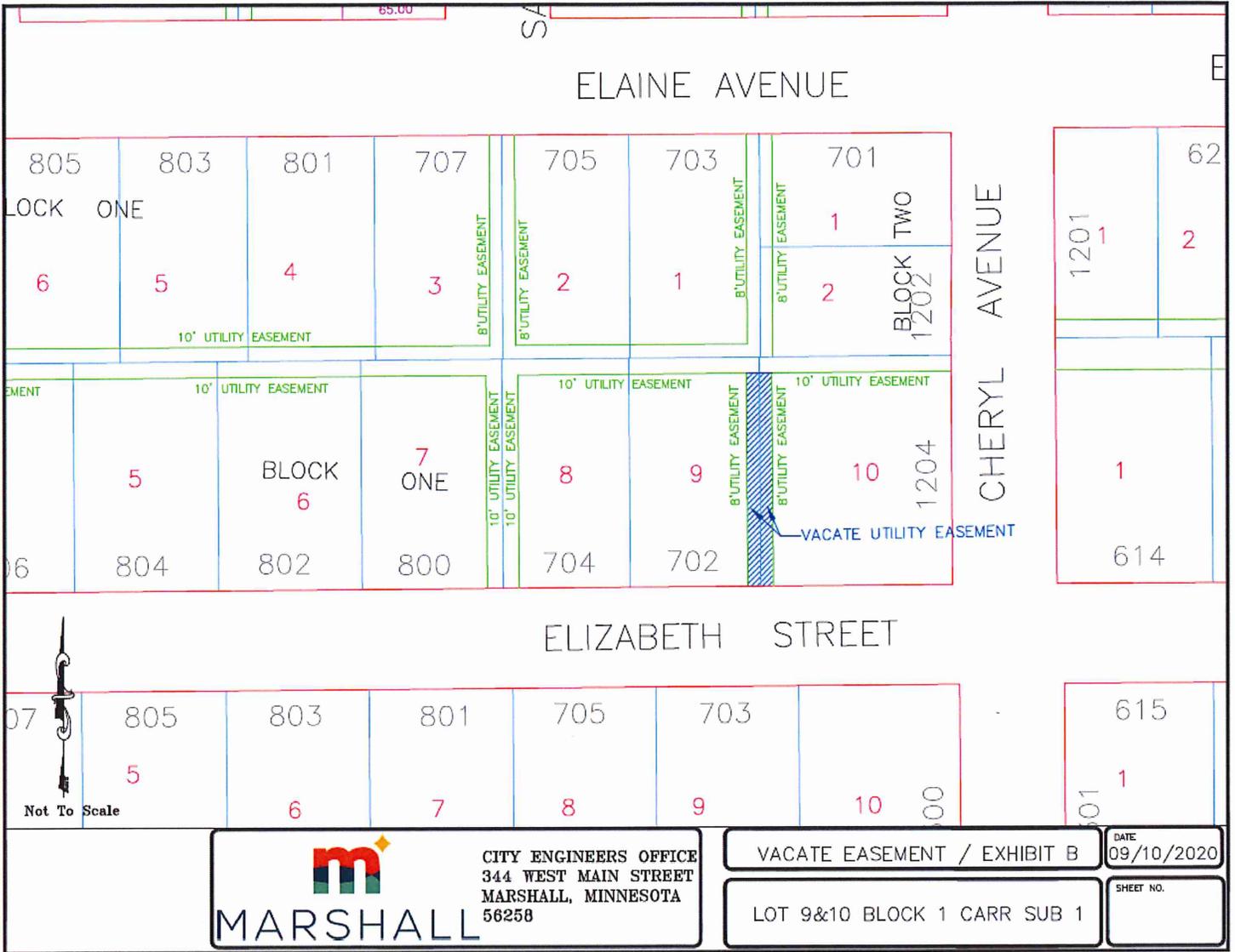
Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.

City Clerk

EXHIBIT A

The 8-foot utility easement along the easterly lot line of Lot 9 and the 8-foot utility easement along the westerly lot line of Lot 10, Block One, Carr Subdivision I, City of Marshall, County of Lyon, State of Minnesota, as shown on Exhibit B, in the City of Marshall, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

EXHIBIT B



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

VACATE EASEMENT / EXHIBIT B
 LOT 9&10 BLOCK 1 CARR SUB 1

DATE
 09/10/2020
 SHEET NO.

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

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

(Code 1976, § 7.07)

<http://library.municode.com/print.aspx?h=&clientID=13297&HTMRequest=http%3a%2f...> 07/18/2012

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 27, 2020
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Request for Map Amendment (rezone) by Vesta LLC, at 512 Continental Street
Background Information:	<p>This is a request by Vesta, LLC, Marshall, MN to rezone 512 Continental Street from A Agricultural District to R-1 One Family Resident District. This lot is adjacent to residential area and will be used for a single-family house.</p> <p>Rezoning procedures are described in Section 86-30 Amendments https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIADEN_DIV1GE_S86-30AM. Attached are an aerial photo, and rezoned area extent for your reference.</p> <p>At the October 14, 2020, Planning Commission meeting, a public hearing was held, and a motion was made by Lee, second by Carstens 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 property at 512 Continental Street from A Agricultural District to R-1 One Family Resident District.

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
512 Continental Street
Block 1, Lot 1 Carr Estates Fifth Addition**

is hereby rezoned from A Agricultural to R-1 One Family Residence 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 10th day of November 2020.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

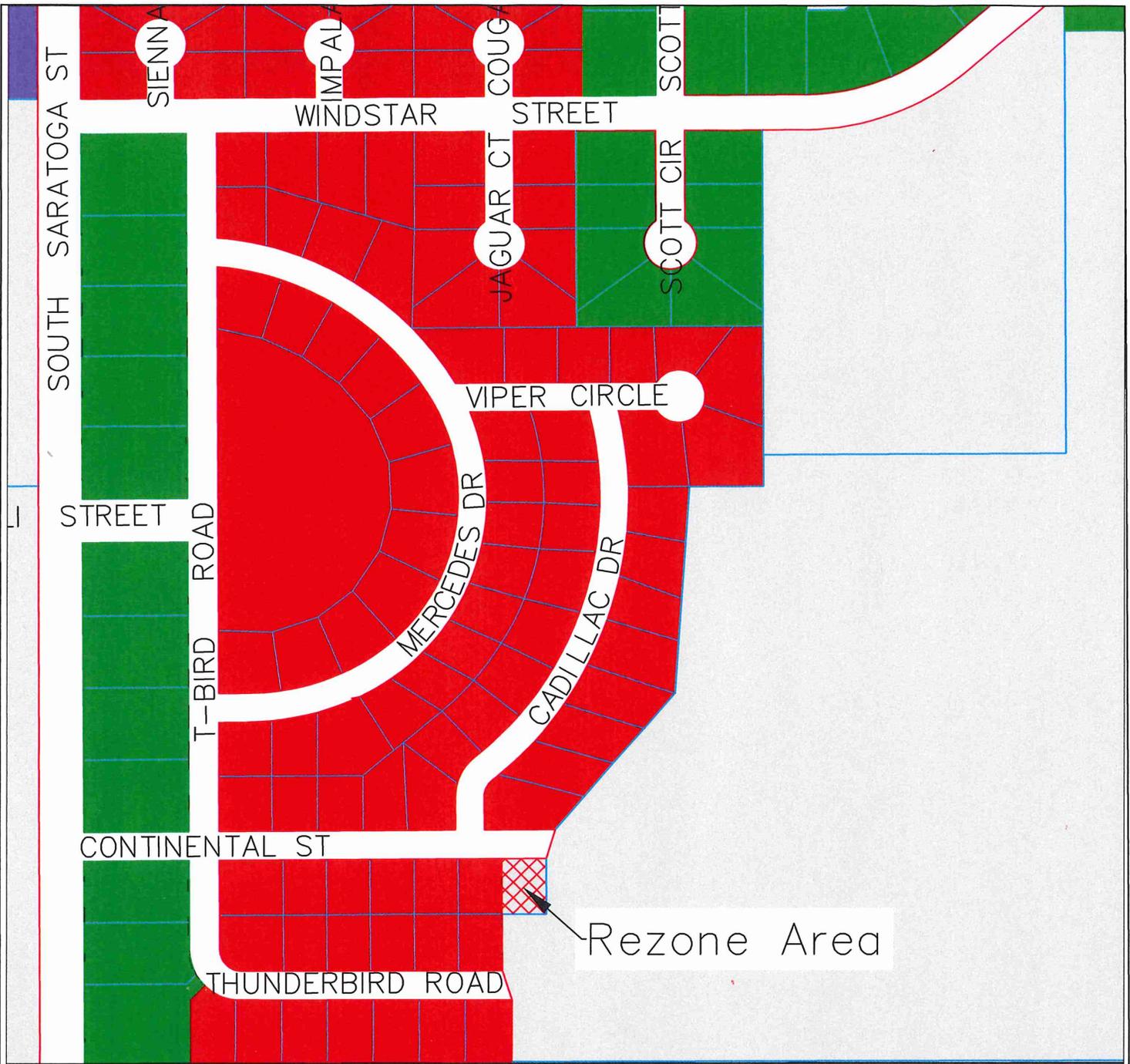
City Clerk

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

Introduced on: October 27, 2020

Final Passage on: November 10, 2020

Published in the Official Newspaper : _____



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

CARR SUBDIVISION V REZONE

SEPT. 30, 2020

EXISTING ZONING MAP W/ PROPOSED
 REZONE AREA FROM A TO R-1



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	MERIT Center Road Course-Phase 2 – Consider Change Order No. 9 (Final) and Acknowledgement of Final Pay Request No. 12.
Background Information:	<p>The items on the Change Order No. 9 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction for a contract increase in the amount of \$64,345.91. Each individual line item is shown on the spreadsheet attached to the change order.</p> <p>All work has been completed in accordance with the specifications.</p>
Fiscal Impact:	<p>The project is funded entirely by \$3.1 million in State grant funds.</p> <p>Change Order No. 9 (Final) results in a contract increase in the amount of \$64,345.91 and a total contract amount of \$2,872,036.12. The original contract amount was \$2,712,530.50.</p> <p>The change order and final payment in the amount of \$12,663.92, including release of retainage, will be funded from the MERIT Center Driving Track-Phase 2 Fund (493-42600-55130 MERIT Center-Operations-Improvements).</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that Council approve Change Order No. 9 (Final) with R&G Construction Co. of Marshall, Minnesota, resulting in a contract increase in the amount of \$64,345.91 and acknowledgement of Final Pay Request (No. 12) in the amount of \$12,663.92 for the above-referenced project.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of City Of Marshall

Change Order No. 9

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. MER-2019	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS R&G Construction Co. 2694 County Road 6 Marshall, MN 56258		LOCATION OF WORK MERIT Center Road Course - Phase 2	
		TOTAL CHANGE ORDER AMOUNT \$64,345.91	

Final Reconciling Change Order No. 9

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 001					
9999.999	FINAL RECONCILING CHANGE ORDER	LUMP SUM	\$64,345.91	1	\$64,345.91
Funding Category No. 001 Total:					\$64,345.91
Change Order No. 9 Total:					\$64,345.91

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)

Due to this change the Contract Time:

- a. Is Increased by _____ Working Days b. Is Not Changed
 Is Decreased by _____ Working Days
 Is Increased by _____ Calendar Days c. May be revised if work affected the controlling operation
 Is Decreased by _____ Calendar Days

Approved By Project Engineer: Jason Anderson

Approved By Contractor: R&G Construction Co.

Signed _____

Signed [Signature]

Date: 9-18-2020 Phone: (507) 537-6773

Date: 09/25/2020 Phone: (507) 537-1473

The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: _____ Federal Funding _____ State Aid Funding _____ Local funds

District State Aid Engineer: _____ Date: _____

MERIT Center Road Course-Phase 2
 "Reconciling Change Order"

	<u>Item</u>	<u>Contract</u> <u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>	<u>Final</u> <u>Quantity</u>	<u>Final Quantity</u> <u>Amount</u>	<u>Quantity</u> <u>Difference</u>	<u>Amount</u> <u>Difference</u>
63	2105.504 GEOTEXTILE FABRIC TYPE 5	2,650.00	S Y	\$1.40	\$3,710.00	3,010.00	4,214.00	360.00	\$504.00
64	2105.507 COMMON EXCAVATION	1,700.00	C Y	\$6.00	\$10,200.00	1,700.00	10,200.00	0.00	\$0.00
65	2105.522 SELECT GRANULAR BORROW (CV)	850.00	C Y	\$17.00	\$14,450.00	1,004.00	17,068.00	154.00	\$2,618.00
66	2211.507 AGGREGATE BASE (CV) CLASS 5 MODIFIEI	1,100.00	C Y	\$24.00	\$26,400.00	1,004.00	24,096.00	(96.00)	(\$2,304.00)
67	2360.509 TYPE SP 12.5 NON WEAR COURSE MIX (3;E	320.00	TON	\$91.49	\$29,276.80	355.58	32,532.01	35.58	\$3,255.21
68	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C)	480.00	TON	\$103.72	\$49,785.60	433.80	44,993.74	(46.20)	(\$4,791.86)
69	2501.511 15" RC PIPE CULVERT CLASS V	83.00	L F	\$45.00	\$3,735.00	72.00	3,240.00	(11.00)	(\$495.00)
70	2501.515 15" RC PIPE APRON WITH SAFETY GATE	2.00	EACH	\$1,050.00	\$2,100.00	2.00	2,100.00	0.00	\$0.00
71	2511.507 RANDOM RIPRAP CLASS III	5.00	C Y	\$80.00	\$400.00	0.00	0.00	(5.00)	(\$400.00)
72	2531.501 CONCRETE CURB & GUTTER DESIGN S518	960.00	L F	\$19.79	\$18,998.40	983.00	19,453.57	23.00	\$455.17
73	2564.531 SIGN PANELS TYPE C	7.00	S F	\$55.00	\$385.00	0.00	0.00	(7.00)	(\$385.00)
74	2573.502 SILT FENCE, TYPE MS	300.00	L F	\$1.85	\$555.00	300.00	555.00	0.00	\$0.00
75	2575.501 SEEDING	0.30	ACRE	\$900.00	\$270.00	0.30	270.00	0.00	\$0.00
1	2575.508 SEED MIXTURE 25-141	15.00	LB	\$3.00	\$45.00	15.00	45.00	0.00	\$0.00
76	2575.511 MULCH MATERIAL TYPE 1	0.60	TON	\$200.00	\$120.00	0.60	120.00	0.00	\$0.00
77	2575.519 DISK ANCHORING	0.30	ACRE	\$150.00	\$45.00	0.30	45.00	0.00	\$0.00
78	2104.513 SAWING BIT PAVEMENT (FULL DEPTH)	60.00	L F	\$3.00	\$180.00	0.00	0.00	(60.00)	(\$180.00)
79	2105.504 GEOTEXTILE FABRIC TYPE 5	1,600.00	S Y	\$1.40	\$2,240.00	1,554.00	2,175.60	(46.00)	(\$64.40)
80	2105.507 COMMON EXCAVATION	790.00	C Y	\$6.00	\$4,740.00	790.00	4,740.00	0.00	\$0.00
81	2105.522 SELECT GRANULAR BORROW (CV)	450.00	C Y	\$17.00	\$7,650.00	518.00	8,806.00	68.00	\$1,156.00
82	2211.507 AGGREGATE BASE (CV) CLASS 5 MODIFIEI	560.00	C Y	\$24.00	\$13,440.00	518.00	12,432.00	(42.00)	(\$1,008.00)
83	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C)	270.00	TON	\$98.76	\$26,665.20	268.20	26,487.43	(1.80)	(\$177.77)
84	2501.511 15" RC PIPE CULVERT CLASS V	52.00	L F	\$45.00	\$2,340.00	40.00	1,800.00	(12.00)	(\$540.00)
85	2501.515 15" RC PIPE APRON WITH SAFETY GATE	2.00	EACH	\$1,050.00	\$2,100.00	2.00	2,100.00	0.00	\$0.00
86	2511.507 RANDOM RIPRAP CLASS III	5.00	C Y	\$80.00	\$400.00	0.00	0.00	(5.00)	(\$400.00)
87	2564.531 SIGN PANELS TYPE C	7.00	S F	\$55.00	\$385.00	7.00	385.00	0.00	\$0.00
88	2573.502 SILT FENCE, TYPE MS	550.00	L F	\$1.85	\$1,017.50	550.00	1,017.50	0.00	\$0.00
89	2575.501 SEEDING	0.10	ACRE	\$1,000.00	\$100.00	0.10	100.00	0.00	\$0.00
2	2575.508 SEED MIXTURE 25-141	7.00	LB	\$3.00	\$21.00	7.00	21.00	0.00	\$0.00
90	2575.511 MULCH MATERIAL TYPE 1	0.20	TON	\$400.00	\$80.00	0.20	80.00	0.00	\$0.00
91	2575.519 DISK ANCHORING	0.10	ACRE	\$300.00	\$30.00	0.10	30.00	0.00	\$0.00
92	2582.502 4" WHITE PARKING STRIPING	120.00	LIN FT	\$0.95	\$114.00	120.00	114.00	0.00	\$0.00
93	2597.601 COLD STORAGE BUILDING	1.00	LS	\$85,310.00	\$85,310.00	1.00	85,310.00	0.00	\$0.00
3	2021.501 MOBILIZATION	1.00	LS	\$41,300.00	\$41,300.00	1.00	41,300.00	0.00	\$0.00
4	2104.505 REMOVE BITUMINOUS PAVEMENT	1,300.00	S Y	\$2.00	\$2,600.00	1,300.00	2,600.00	0.00	\$0.00
5	2104.507 REMOVE GRAVEL PAVEMENT	1,250.00	C Y	\$2.00	\$2,500.00	676.00	1,352.00	(574.00)	(\$1,148.00)
6	2104.513 SAWING BIT PAVEMENT (FULL DEPTH)	262.00	L F	\$3.00	\$786.00	126.00	378.00	(136.00)	(\$408.00)
7	2104.609 REMOVE DRAIN TILE	1.00	LS	\$500.00	\$500.00	1.00	500.00	0.00	\$0.00
8	2105.504 GEOTEXTILE FABRIC TYPE 5	29,700.00	S Y	\$1.40	\$41,580.00	29,823.50	41,752.90	123.50	\$172.90
9	2105.507 COMMON EXCAVATION	85,400.00	C Y	\$2.75	\$234,850.00	97,029.00	266,829.75	11,629.00	\$31,979.75
10	2105.522 SELECT GRANULAR BORROW (CV)	19,000.00	C Y	\$15.50	\$294,500.00	18,414.50	285,424.75	(585.50)	(\$9,075.25)
11	2105.601 COMMON CHANNEL EXCAVATION	1.00	LS	\$500.00	\$500.00	1.00	500.00	0.00	\$0.00
12	2211.507 AGGREGATE BASE (CV) CLASS 5 MODIFIEI	7,300.00	C Y	\$24.00	\$175,200.00	9,166.50	219,996.00	1,866.50	\$44,796.00
13	2301.601 CONCRETE PAVEMENT 8"	6,300.00	S Y	\$66.12	\$416,556.00	6,326.00	418,275.12	26.00	\$1,719.12
14	2301.601 DIAMOND POLISHED CONCRETE PAVEMEN	2,800.00	SQ YD	\$109.69	\$307,132.00	2,775.00	304,389.75	(25.00)	(\$2,742.25)
15	2301.638 DOWEL TO EXISTING	400.00	EACH	\$25.00	\$10,000.00	320.00	8,000.00	(80.00)	(\$2,000.00)
16	2360.509 TYPE SP 12.5 NON WEAR COURSE MIX (3;E	2,500.00	TON	\$80.32	\$200,800.00	2,365.52	189,998.57	(134.48)	(\$10,801.43)
17	2360.509 TYPE SP 12.5 WEARING COURSE MIX (3;C)	3,700.00	TON	\$92.27	\$341,399.00	3,620.29	334,044.16	(79.71)	(\$7,354.84)
8	2501.511 15" RC PIPE CULVERT CLASS V	290.00	L F	\$42.00	\$12,180.00	272.00	11,424.00	(18.00)	(\$756.00)
9	2501.511 18" RC PIPE CULVERT CLASS III	343.00	L F	\$43.00	\$14,749.00	257.50	11,072.50	(85.50)	(\$3,676.50)

MERIT Center Road Course-Phase 2
 "Reconciling Change Order"

	<u>Item</u>	<u>Contract</u> <u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>	<u>Final</u> <u>Quantity</u>	<u>Final Quantity</u> <u>Amount</u>	<u>Quantity</u> <u>Difference</u>	<u>Amount</u> <u>Difference</u>
20	2501.511 24" RC PIPE CULVERT CLASS III	344.00	L F	\$57.00	\$19,608.00	320.00	18,240.00	(24.00)	(\$1,368.00)
21	2501.515 18" RC PIPE APRON W/ SAFETY GRATE	3.00	EACH	\$1,400.00	\$4,200.00	2.00	2,800.00	(1.00)	(\$1,400.00)
22	2501.515 15" RC PIPE APRON WITH SAFETY GATE	10.00	EACH	\$1,050.00	\$10,500.00	8.00	8,400.00	(2.00)	(\$2,100.00)
23	2501.515 24" RC PIPE APRON WITH SAFETY GATE	4.00	EACH	\$1,650.00	\$6,600.00	4.00	6,600.00	0.00	\$0.00
24	2501.602 OUTLET STRUCTURE	1.00	EACH	\$8,200.00	\$8,200.00	1.00	8,200.00	0.00	\$0.00
25	2502.501 4" PRECAST CONCRETE HEADWALL	8.00	EACH	\$400.00	\$3,200.00	15.00	6,000.00	7.00	\$2,800.00
26	2502.541 4" NON-PERF TP DRAIN	250.00	L F	\$7.00	\$1,750.00	264.00	1,848.00	14.00	\$98.00
27	2502.541 4" PERF PE PIPE DRAIN WITH SOCK	4,450.00	L F	\$6.00	\$26,700.00	8,994.40	53,966.40	4,544.40	\$27,266.40
28	2504.602 CONNECT TO EXISTING WATER MAIN	6.00	EACH	\$1,300.00	\$7,800.00	6.00	7,800.00	0.00	\$0.00
29	2504.602 HYDRANT	1.00	EACH	\$4,000.00	\$4,000.00	1.00	4,000.00	0.00	\$0.00
30	2504.602 8"X6" REDUCER	1.00	EACH	\$500.00	\$500.00	1.00	500.00	0.00	\$0.00
31	2504.602 8" PIPE BEND 22.5 DEGREE	1.00	EACH	\$500.00	\$500.00	1.00	500.00	0.00	\$0.00
32	2504.602 8" PIPE BEND 90 DEGREE	2.00	EACH	\$650.00	\$1,300.00	2.00	1,300.00	0.00	\$0.00
33	2504.602 6" GATE VALVE & BOX	1.00	EACH	\$1,600.00	\$1,600.00	1.00	1,600.00	0.00	\$0.00
34	2504.602 8" GATE VALVE & BOX	1.00	EACH	\$2,100.00	\$2,100.00	1.00	2,100.00	0.00	\$0.00
35	2504.602 8"X8" TAPPING VALVE & SLEEVE	1.00	EACH	\$4,100.00	\$4,100.00	1.00	4,100.00	0.00	\$0.00
36	2504.603 6" PVC WATERMAIN	10.00	L F	\$60.00	\$600.00	10.00	600.00	0.00	\$0.00
37	2504.603 8" PVC WATERMAIN	1,900.00	L F	\$34.00	\$64,600.00	2,063.00	70,142.00	163.00	\$5,542.00
38	2504.603 8" PVC WATERMAIN (DIRECTIONAL DRILLE	88.00	L F	\$106.00	\$9,328.00	88.00	9,328.00	0.00	\$0.00
39	2505.601 GAS MAIN PROVISIONS	1.00	LS	\$200.00	\$200.00	1.00	200.00	0.00	\$0.00
40	2511.507 RANDOM RIPRAP CLASS III	50.00	C Y	\$70.00	\$3,500.00	45.80	3,206.00	(4.20)	(\$294.00)
41	2545.523 4" NON-METALLIC CONDUIT	150.00	L F	\$1.00	\$150.00	0.00	0.00	(150.00)	(\$150.00)
42	2554.505 PERMANENT BARRICADES	24.00	L F	\$65.00	\$1,560.00	0.00	0.00	(24.00)	(\$1,560.00)
43	2563.601 TRAFFIC CONTROL	1.00	LS	\$100.00	\$100.00	1.00	100.00	0.00	\$0.00
44	2564.531 SIGN PANELS TYPE C	167.00	S F	\$55.00	\$9,185.00	174.00	9,570.00	7.00	\$385.00
45	2573.501 STORM DRAIN INLET PROTECTION	2.00	LS	\$135.00	\$270.00	2.00	270.00	0.00	\$0.00
46	2573.501 STABILIZED CONSTRUCTION EXIT	3.00	LS	\$300.00	\$900.00	0.00	0.00	(3.00)	(\$900.00)
47	2573.502 SILT FENCE, TYPE MS	2,100.00	L F	\$1.85	\$3,885.00	1,677.00	3,102.45	(423.00)	(\$782.55)
48	2573.503 SEDIMENT CONTROL LOG TYPE COMPOST	200.00	L F	\$2.90	\$580.00	200.00	580.00	0.00	\$0.00
49	2575.501 SEEDING	40.00	ACRE	\$205.00	\$8,200.00	45.95	9,419.75	5.95	\$1,219.75
50	2575.504 EROSION CONTROL BLANKETS CATEGOR\	13,800.00	S Y	\$1.18	\$16,284.00	13,000.00	15,340.00	(800.00)	(\$944.00)
51	2575.508 SEED MIXTURE 25-141	1,500.00	LB	\$3.00	\$4,500.00	1,727.50	5,182.50	227.50	\$682.50
52	2575.508 SEED MIXTURE 33-261	100.00	LB	\$22.00	\$2,200.00	90.00	1,980.00	(10.00)	(\$220.00)
53	2575.511 MULCH MATERIAL TYPE 1	80.00	TON	\$142.50	\$11,400.00	60.31	8,594.18	(19.69)	(\$2,805.83)
54	2575.519 DISK ANCHORING	40.00	ACRE	\$45.00	\$1,800.00	44.45	2,000.25	4.45	\$200.25
55	2575.523 PERMANENT EROSION CONTROL BLANKE'	60.00	S Y	\$10.50	\$630.00	60.00	630.00	0.00	\$0.00
56	2582.502 4" SOLID LINE WHITE-PAINT	6,800.00	LIN FT	\$0.30	\$2,040.00	7,910.00	2,373.00	1,110.00	\$333.00
57	2582.502 4" WHITE PARKING STRIPING	1,200.00	LIN FT	\$0.95	\$1,140.00	1,775.00	1,686.25	575.00	\$546.25
58	2582.502 12" SOLID LINE WHITE-PAINT	50.00	LIN FT	\$7.20	\$360.00	12.00	86.40	(38.00)	(\$273.60)
59	2582.502 4" DOUBLE SOLID LINE YELLOW-PAINT	3,400.00	LIN FT	\$0.60	\$2,040.00	3,639.00	2,183.40	239.00	\$143.40
60	2598.601 POND WATERFOWL DETERRENT	1.00	LS	\$6,000.00	\$6,000.00	1.00	6,000.00	0.00	\$0.00
61	2599.601 LOADING DOCK PROP	1.00	LS	\$54,000.00	\$54,000.00	1.00	54,000.00	0.00	\$0.00
CO7-105	2356.504 BITUMINOUS SEAL COAT	23,600.00		\$1.71	\$40,356.00	23,588.00	\$40,335.48	(12.00)	(\$20.51)

FINAL CO-9 \$64,345.91



CITY OF MARSHALL

344 W. MAIN ST.
 MARSHALL, MN 56258
 Project MER-2019 - MERIT Center Road Course - Phase 2
 Final Pay Request No. 12

Contractor: R&G Construction Co.
 2694 County Road 6
 Marshall, MN 56258

Contract No.
 Vendor No. 01-2112
 For Period: 8/29/2020 - 9/18/2020
 Warrant # _____ Date _____

Contract Amounts

Original Contract	\$2,712,530.50
Contract Changes	\$159,505.62
Revised Contract	\$2,872,036.12

Funds Encumbered

Original	\$2,712,530.50
Additional	\$159,505.62
Total	\$2,872,036.12

Work Certified To Date

Base Bid Items	\$2,776,896.93
Backsheet	\$0.00
Change Order	\$95,139.19
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$2,872,036.12

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
MER-2019	\$7,651.25	\$2,872,036.12	\$0.00	\$2,859,372.20	\$12,663.92	\$2,872,036.12
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$12,663.92	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By



 County/City/Project Engineer

10-13-2020

 Date

Approved By R&G Construction Co.



 Contractor

9/25/2020

 Date

VENDOR # 2112
 INVOICE # #12Final-MERIT 2
 \$ AMOUNT 12,663.92
 DATE 9-18-2020
 ACCT & PROJ # 493-42600-SS130/MER-2019
 DESCRIPTION #12 Final-merit Ph 2
 SIGNATURE 

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. MER-2019
 Final Pay Request No. 12

MER-2019 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	04/02/2019	05/31/2019	\$332,203.35	\$16,610.17	\$315,593.18
2	06/01/2019	06/27/2019	\$319,490.59	\$15,974.53	\$303,516.06
3	06/28/2019	08/02/2019	\$399,295.25	\$19,964.76	\$379,330.49
4	08/03/2019	08/15/2019	\$540,930.64	\$27,046.53	\$513,884.11
5	08/16/2019	08/30/2019	\$137,009.55	\$6,850.48	\$130,159.07
6	08/31/2019	10/04/2019	\$479,474.56	\$23,973.73	\$455,500.83
7	10/05/2019	11/04/2019	\$566,933.60	\$28,346.68	\$538,586.92
8	11/05/2019	02/18/2020	\$1,200.00	(\$83,236.13)	\$84,436.13
9	02/19/2020	03/23/2020	\$4,800.00	\$96.00	\$4,704.00
10	03/24/2020	06/23/2020	\$17,208.75	(\$50,589.37)	\$67,798.12
11	06/24/2020	08/28/2020	\$65,838.58	(\$24.71)	\$65,863.29
12	08/29/2020	09/18/2020	\$7,651.25	(\$5,012.67)	\$12,663.92
Totals:			\$2,872,036.12	\$0.00	\$2,872,036.12

MER-2019 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
001	2,872,036.11	0.00	2,859,372.19	12,663.92	2,872,036.11
Totals:	\$2,872,036.11	\$0.00	\$2,859,372.19	\$12,663.92	\$2,872,036.11

MER-2019 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
493	Local	12,663.92	2,872,036.12	2,872,036.12	2,872,036.11
Totals:		\$12,663.92	\$2,872,036.12	\$2,872,036.12	\$2,872,036.11

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. MER-2019
 Final Pay Request No. 12

MER-2019 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ALTERNATE B									
63	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.40	2650	0	\$0.00	3010	\$4,214.00
64	2105.507	COMMON EXCAVATION	C Y	\$6.00	1700	0	\$0.00	1700	\$10,200.00
65	2105.522	SELECT GRANULAR BORROW (CV)	C Y	\$17.00	850	0	\$0.00	1004	\$17,068.00
66	2211.507	AGGREGATE BASE (CV) CLASS 5 MODIFIED (P)	C Y	\$24.00	1100	0	\$0.00	1004	\$24,096.00
67	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;B)	TON	\$91.49	320	0	\$0.00	355.58	\$32,532.01
68	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$103.72	480	0	\$0.00	433.8	\$44,993.74
69	2501.511	15" RC PIPE CULVERT CLASS V	L F	\$45.00	83	0	\$0.00	72	\$3,240.00
70	2501.515	15" RC PIPE APRON WITH SAFETY GATE	EACH	\$1,050.00	2	0	\$0.00	2	\$2,100.00
71	2511.507	RANDOM RIPRAP CLASS III	C Y	\$80.00	5	0	\$0.00	0	\$0.00
72	2531.501	CONCRETE CURB & GUTTER DESIGN S518	L F	\$19.79	960	0	\$0.00	983	\$19,453.57
73	2564.531	SIGN PANELS TYPE C	S F	\$55.00	7	0	\$0.00	0	\$0.00
74	2573.502	SILT FENCE, TYPE MS	L F	\$1.85	300	0	\$0.00	300	\$555.00
75	2575.501	SEEDING	ACRE	\$900.00	0.3	0	\$0.00	0.3	\$270.00
1	2575.508	SEED MIXTURE 25-141	LB	\$3.00	15	0	\$0.00	15	\$45.00
76	2575.511	MULCH MATERIAL TYPE 1	TON	\$200.00	0.6	0	\$0.00	0.6	\$120.00
77	2575.519	DISK ANCHORING	ACRE	\$150.00	0.3	0	\$0.00	0.3	\$45.00
Totals For Section ALTERNATE B:							\$0.00		\$158,932.32
ALTERNATE C									
		SAWING BIT							

Item 5.

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. MER-2019
 Final Pay Request No. 12

MER-2019 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
78	2104.513	PAVEMENT (FULL DEPTH)	L F	\$3.00	60	0	\$0.00	0	\$0.00
79	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.40	1600	0	\$0.00	1554	\$2,175.60
80	2105.507	COMMON EXCAVATION	C Y	\$6.00	790	0	\$0.00	790	\$4,740.00
81	2105.522	SELECT GRANULAR BORROW (CV)	C Y	\$17.00	450	0	\$0.00	518	\$8,806.00
82	2211.507	AGGREGATE BASE (CV) CLASS 5 MODIFIED	C Y	\$24.00	560	0	\$0.00	518	\$12,432.00
83	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$98.76	270	0	\$0.00	268.2	\$26,487.43
84	2501.511	15" RC PIPE CULVERT CLASS V	L F	\$45.00	52	0	\$0.00	40	\$1,800.00
85	2501.515	15" RC PIPE APRON WITH SAFETY GATE	EACH	\$1,050.00	2	0	\$0.00	2	\$2,100.00
86	2511.507	RANDOM RIPRAP CLASS III	C Y	\$80.00	5	0	\$0.00	0	\$0.00
87	2564.531	SIGN PANELS TYPE C	S F	\$55.00	7	0	\$0.00	7	\$385.00
88	2573.502	SILT FENCE, TYPE MS	L F	\$1.85	550	0	\$0.00	550	\$1,017.50
89	2575.501	SEEDING	ACRE	\$1,000.00	0.1	0	\$0.00	0.1	\$100.00
2	2575.508	SEED MIXTURE 25-141	LB	\$3.00	7	0	\$0.00	7	\$21.00
90	2575.511	MULCH MATERIAL TYPE 1	TON	\$400.00	0.2	0	\$0.00	0.2	\$80.00
91	2575.519	DISK ANCHORING	ACRE	\$300.00	0.1	0	\$0.00	0.1	\$30.00
92	2582.502	4" WHITE PARKING STRIPING	LIN FT	\$0.95	120	0	\$0.00	120	\$114.00
93	2597.601	COLD STORAGE BUILDING	LS	\$85,310.00	1	0	\$0.00	1	\$85,310.00
Totals For Section ALTERNATE C:							\$0.00		\$145,598.53
Base Bid									
3	2021.501	MOBILIZATION	LS	\$41,300.00	1	0	\$0.00	1	\$41,300.00
		REMOVE							

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. MER-2019
 Final Pay Request No. 12

MER-2019 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
4	2104.505	BITUMINOUS PAVEMENT	S Y	\$2.00	1300	0	\$0.00	1300	\$2,600.00
5	2104.507	REMOVE GRAVEL PAVEMENT	C Y	\$2.00	1250	0	\$0.00	676	\$1,352.00
6	2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	262	0	\$0.00	126	\$378.00
7	2104.609	REMOVE DRAIN TILE	LS	\$500.00	1	0	\$0.00	1	\$500.00
8	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.40	29700	0	\$0.00	29823.5	\$41,752.90
9	2105.507	COMMON EXCAVATION	C Y	\$2.75	85400	0	\$0.00	97029	\$266,829.75
10	2105.522	SELECT GRANULAR BORROW (CV)	C Y	\$15.50	19000	0	\$0.00	18414.5	\$285,424.75
11	2105.601	COMMON CHANNEL EXCAVATION	LS	\$500.00	1	0	\$0.00	1	\$500.00
12	2211.507	AGGREGATE BASE (CV) CLASS 5 MODIFIED	C Y	\$24.00	7300	0	\$0.00	9166.5	\$219,996.00
13	2301.601	CONCRETE PAVEMENT 8"	S Y	\$66.12	6300	0	\$0.00	6326	\$418,275.12
14	2301.601	DIAMOND POLISHED CONCRETE PAVEMENT 8"	SQ YD	\$109.69	2800	0	\$0.00	2775	\$304,389.75
15	2301.638	DOWEL TO EXISTING	EACH	\$25.00	400	0	\$0.00	320	\$8,000.00
16	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3;B)	TON	\$80.32	2500	0	\$0.00	2365.52	\$189,998.57
17	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3;C)	TON	\$92.27	3700	0	\$0.00	3620.29	\$334,044.16
18	2501.511	15" RC PIPE CULVERT CLASS V	L F	\$42.00	290	0	\$0.00	272	\$11,424.00
19	2501.511	18" RC PIPE CULVERT CLASS III	L F	\$43.00	343	0	\$0.00	257.5	\$11,072.50
		24" RC PIPE							

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. MER-2019
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MER-2019 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20	2501.511	CULVERT CLASS III	L F	\$57.00	344	0	\$0.00	320	\$18,240.00
21	2501.515	18" RC PIPE APRON W/ SAFETY GRATE	EACH	\$1,400.00	3	0	\$0.00	2	\$2,800.00
22	2501.515	15" RC PIPE APRON WITH SAFETY GATE	EACH	\$1,050.00	10	0	\$0.00	8	\$8,400.00
23	2501.515	24" RC PIPE APRON WITH SAFETY GATE	EACH	\$1,650.00	4	0	\$0.00	4	\$6,600.00
24	2501.602	OUTLET STRUCTURE	EACH	\$8,200.00	1	0	\$0.00	1	\$8,200.00
25	2502.501	4" PRECAST CONCRETE HEADWALL	EACH	\$400.00	8	0	\$0.00	15	\$6,000.00
26	2502.541	4" NON-PERF TP DRAIN	L F	\$7.00	250	0	\$0.00	264	\$1,848.00
27	2502.541	4" PERF PE PIPE DRAIN WITH SOCK	L F	\$6.00	4450	0	\$0.00	8994.4	\$53,966.40
28	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	\$1,300.00	6	0	\$0.00	6	\$7,800.00
29	2504.602	HYDRANT	EACH	\$4,000.00	1	0	\$0.00	1	\$4,000.00
30	2504.602	8"X6" REDUCER	EACH	\$500.00	1	0	\$0.00	1	\$500.00
31	2504.602	8" PIPE BEND 22.5 DEGREE	EACH	\$500.00	1	0	\$0.00	1	\$500.00
32	2504.602	8" PIPE BEND 90 DEGREE	EACH	\$650.00	2	0	\$0.00	2	\$1,300.00
33	2504.602	6" GATE VALVE & BOX	EACH	\$1,600.00	1	0	\$0.00	1	\$1,600.00
34	2504.602	8" GATE VALVE & BOX	EACH	\$2,100.00	1	0	\$0.00	1	\$2,100.00
35	2504.602	8"X8" TAPPING VALVE & SLEEVE	EACH	\$4,100.00	1	0	\$0.00	1	\$4,100.00
36	2504.603	6" PVC WATERMAIN	L F	\$60.00	10	0	\$0.00	10	\$600.00
37	2504.603	8" PVC WATERMAIN	L F	\$34.00	1900	0	\$0.00	2063	\$70,142.00
38	2504.603	8" PVC WATERMAIN (DIRECTIONAL DRILLED)	L F	\$106.00	88	0	\$0.00	88	\$9,328.00
39	2505.601	GAS MAIN PROVISIONS	LS	\$200.00	1	0	\$0.00	1	\$200.00

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. MER-2019
 Final Pay Request No. 12

MER-2019 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
40	2511.507	RANDOM RIPRAP CLASS III	C Y	\$70.00	50	0	\$0.00	45.8	\$3,206.00
41	2545.523	4" NON-METALLIC CONDUIT	L F	\$1.00	150	0	\$0.00	0	\$0.00
42	2554.505	PERMANENT BARRICADES	L F	\$65.00	24	0	\$0.00	0	\$0.00
43	2563.601	TRAFFIC CONTROL	LS	\$100.00	1	0	\$0.00	1	\$100.00
44	2564.531	SIGN PANELS TYPE C	S F	\$55.00	167	0	\$0.00	174	\$9,570.00
45	2573.501	STORM DRAIN INLET PROTECTION	LS	\$135.00	2	0	\$0.00	2	\$270.00
46	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$300.00	3	0	\$0.00	0	\$0.00
47	2573.502	SILT FENCE, TYPE MS	L F	\$1.85	2100	0	\$0.00	1677	\$3,102.45
48	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	\$2.90	200	0	\$0.00	200	\$580.00
49	2575.501	SEEDING	ACRE	\$205.00	40	0	\$0.00	45.95	\$9,419.75
50	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$1.18	13800	0	\$0.00	13000	\$15,340.00
51	2575.508	SEED MIXTURE 25-141	LB	\$3.00	1500	0	\$0.00	1727.5	\$5,182.50
52	2575.508	SEED MIXTURE 33-261	LB	\$22.00	100	0	\$0.00	90	\$1,980.00
53	2575.511	MULCH MATERIAL TYPE 1	TON	\$142.50	80	0	\$0.00	60.31	\$8,594.18
54	2575.519	DISK ANCHORING	ACRE	\$45.00	40	0	\$0.00	44.45	\$2,000.25
55	2575.523	PERMANENT EROSION CONTROL BLANKET	S Y	\$10.50	60	0	\$0.00	60	\$630.00
56	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	\$0.30	6800	0	\$0.00	7910	\$2,373.00
57	2582.502	4" WHITE PARKING STRIPING	LIN FT	\$0.95	1200	0	\$0.00	1775	\$1,686.25
58	2582.502	12" SOLID LINE WHITE-PAINT	LIN FT	\$7.20	50	0	\$0.00	12	\$86.40

CITY OF MARSHALL
 344 W. MAIN ST.
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 Final Pay Request No. 12

MER-2019 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
59	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	\$0.60	3400	0	\$0.00	3639	\$2,183.40
60	2598.601	POND WATERFOWL DETERRENT	LS	\$6,000.00	1	0	\$0.00	1	\$6,000.00
61	2599.601	LOADING DOCK PROP	LS	\$54,000.00	1	0	\$0.00	1	\$54,000.00
Totals For Section Base Bid:							\$0.00		\$2,472,366.08
Change Order 1									
98	2105.604	INSTALL GEOTEXTILE FABRIC	S Y	\$0.76	16952.5	0	\$0.00	16952.5	\$12,883.90
97	2105.604	GEOGRID	S Y	\$2.10	1408	0	\$0.00	1408	\$2,956.80
94	2501.502	30" RC PIPE APRON	EACH	\$1,900.00	1	0	\$0.00	1	\$1,900.00
95	2503.511	30" RC PIPE SEWER CLASS III	L F	\$90.00	72.1	0	\$0.00	72.1	\$6,489.00
96	2506.502	CONST DRAINAGE STRUCTURE DES 72-4020	EACH	\$10,700.00	1	0	\$0.00	1	\$10,700.00
Totals For Change Order 1:							\$0.00		\$34,929.70
Change Order 2									
99	2451.609	AGGREGATE FOUNDATION	TON	\$30.00	88.52	0	\$0.00	88.52	\$2,655.60
100	2531.507	6" REINFORCED CONCRETE DRIVEWAY PAVEMENT	SY	\$92.69	26.11	0	\$0.00	26.11	\$2,420.14
101	2550.601	ELECTRICAL SERVICE	LS	\$1,127.50	1	0	\$0.00	1	\$1,127.50
Totals For Change Order 2:							\$0.00		\$6,203.24
Change Order 3									
102	2597.601	COLD STORAGE BUILDING	LS	\$2,294.52	1	0	\$0.00	1	\$2,294.52
Totals For Change Order 3:							\$0.00		\$2,294.52
Change Order 5									
103	2506.502	ADJUST FRAME & RING CASTING	EACH	\$400.00	1	0	\$0.00	1	\$400.00
Totals For Change Order 5:							\$0.00		\$400.00
Change Order 6									
104	2575.508	SEED MIXTURE 25-142	LB	\$3.50	950	0	\$0.00	950	\$3,325.00

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. MER-2019
 Final Pay Request No. 12

MER-2019 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Totals For Change Order 6:							\$0.00		\$3,325.00
Change Order 7									
105	2356.504	BITUMINOUS SEAL COAT	S Y	\$1.71	23600	0	\$0.00	23588	\$40,335.48
Totals For Change Order 7:							\$0.00		\$40,335.48
Change Order 8									
106	2123.510	DOZER	HOUR	\$175.00	6.5	6.5	\$1,137.50	6.5	\$1,137.50
107	2123.510	DOZER	HOUR	\$160.00	4	4	\$640.00	4	\$640.00
108	2123.510	DOZER	HOUR	\$185.00	31.75	31.75	\$5,873.75	31.75	\$5,873.75
Totals For Change Order 8:							\$7,651.25		\$7,651.25
Change Order 9									
109	9999.999	FINAL RECONCILING CHANGE ORDER	LUMP SUM	\$64,345.91	1	0	\$0.00	0	\$0.00
Totals For Change Order 9:							\$0.00		\$0.00
Project Totals:							\$7,651.25		\$2,872,036.12

MER-2019 Contract Changes					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	8/29/2019	Alter pond outlet to prepare future drainage project. Move fabric to subgrade from between base and sub-base. Install geogrid between base and sub-base from Sta. 10+50 to approximately Sta. 14+50.	\$34,929.70	\$34,929.70
CO2	Change Order	10/4/2019	1) Aggregate foundation for watermain pipe support due to poor soils. 2) 5' x 47' x 6" continually reinforced concrete apron at MERIT Cold Storage building. Price includes 1/2" rebar connecting building slab to apron slab. 3) Increase electric service panel at MERIT Cold Storage building from 100A to 200A. Price includes increasing wire size to 250-3/0-250 URD wire, three 2" conduits, one 3" conduit, and associated clamps, fittings and labor.	\$6,203.24	\$6,203.24
CO3	Change Order	10/4/2019	MERIT Cold Storage Building additions or changes, per guidance from MERIT staff. Install 2-inch foundation insulation, install 2" x 6" blocking to slope garage floor, addition of windows to garage doors, and addition of window to entry door.	\$2,294.52	\$2,294.52
CO4	Change Order	10/29/2019	Time Extension only - Final Completion Date from 10/11/2019 to 06/19/2020 due to wet conditions and additional contract quantities.	\$0.00	\$0.00
CO5	Change Order	11/4/2019	Adjust existing storm manhole in new pavement.	\$400.00	\$400.00
CO6	Change	6/23/2020	Substituted 25-142 seed mixture in lieu of 25-141 due to	\$3,325.00	\$3,325.00

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. MER-2019
 Final Pay Request No. 12

MER-2019 Contract Changes					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
	Order		higher alfalfa content.		
CO7	Change Order	6/24/2020	Chip seal surface of a new pavement areas. Final Completion Date extended from 6/19/2020 (Change Order 4) to 9/11/2020 to accommodate for Pearson Bros. schedule.	\$40,356.00	\$40,335.48
CO8	Change Order	9/11/2020	Dozer hours for extra work done at the future gun range site. D6R 6.50 Hours - Shaping Inside of the Track to Drain to the West D6K 4.00 Hours - Shaping Inside of the Track to Drain to the West D7R 31.75 Hours - Shaping Inside of the Gun Berm	\$7,651.25	\$7,651.25
CO9	Change Order	9/18/2020	Final Reconciling Change Order No. 9	\$64,345.91	\$0.00
Contract Change Totals:				\$159,505.62	\$95,139.19

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 27, 2020				
Category:	CONSENT AGENDA				
Type:	ACTION				
Subject:	Project Z50-2020: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2).				
Background Information:	<p>The items on the Change Order No. 1 (Final Reconciling Change Order) for the above-referenced project are the result of final measurements and changes in item quantities during construction. Project quantity increases are largely the result of receiving good bid prices and adding the following segments to the project: South 4th Street between Elaine Avenue and MN 23 and Country Club Drive from County Road 7 to a point roughly 1,700 ft. east.</p> <p>Each individual line item is shown on the spreadsheet attached to the change order.</p> <p>All work has been completed in accordance with the specifications.</p>				
Fiscal Impact:	<p>Change Order No. 1 (Final) results in a contract increase in the amount of \$20,174.90 and a total contract amount of \$136,521.95. The original contract amount was \$116,347.05.</p> <p>\$154,300 was included in the 2020 budget or funded as follows:</p> <table border="1" data-bbox="396 1041 1490 1209"> <tr> <td>\$140,000</td> <td>Street Department 2020 budget for bituminous chip sealing on various city streets and will be funded under Account #101-60211-2227 (General Fund-Street Department-Other Repairs & Maintenance)</td> </tr> <tr> <td>\$14,300</td> <td>Red Baron Arena & Expo parking lot</td> </tr> </table>	\$140,000	Street Department 2020 budget for bituminous chip sealing on various city streets and will be funded under Account #101-60211-2227 (General Fund-Street Department-Other Repairs & Maintenance)	\$14,300	Red Baron Arena & Expo parking lot
\$140,000	Street Department 2020 budget for bituminous chip sealing on various city streets and will be funded under Account #101-60211-2227 (General Fund-Street Department-Other Repairs & Maintenance)				
\$14,300	Red Baron Arena & Expo parking lot				
Alternative/ Variations:	No alternative actions recommended.				
Recommendations:	that Council approve Change Order No. 1 (Final) with Pearson Bros., Inc. of Hanover, Minnesota, resulting in a contract increase in the amount of \$20,174.90 and acknowledgement of Final Pay Request (No. 2) in the amount of \$18,338.63 for the above-referenced project.				

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of City Of Marshall

Change Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO.	LOCAL PROJECT NO. Z50-2020	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS Pearson Bros., Inc. 11079 Lamont Ave. N.E. Hanover, MN 55341-4069		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$20,174.90	

Final Reconciling Change Order

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 000					
9999.999	FINAL RECONCILING CHANGE ORDER	LUMP SUM	\$20,174.90	1	\$20,174.90
Funding Category No. 000 Total:					\$20,174.90
Change Order No. 1 Total:					\$20,174.90

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
Due to this change the Contract Time:

a. Is Increased by ___ Working Days b. Is Not Changed
 Is Decreased by ___ Working Days
 Is Increased by ___ Calendar Days c. May be revised if work affected the controlling operation
 Is Decreased by ___ Calendar Days

Approved By Project Engineer: <u>Jason Anderson</u> <i>Jessie Dehn</i>	Approved By Contractor: Pearson Bros., Inc.
Signed <u>[Signature]</u>	Signed <u>Jack E Pearson</u>
Date: <u>10/14/20</u> Phone: (507) 537-6773	Date: <u>9/18/20</u> Phone: (763) 391-6622

The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: _____ Federal Funding _____ State Aid Funding _____ Local funds

District State Aid Engineer: _____ Date: _____

Project Z50-2020: Bituminous Chip Sealing on Various City Streets
 "Reconciling Change Order"

<u>Item</u>	<u>Contract</u> <u>Quantity</u>	<u>Unit</u>	<u>Cost</u>	<u>Total</u>	<u>Final</u> <u>Quantity</u>	<u>Final Quantity</u> <u>Amount</u>	<u>Quantity</u> <u>Difference</u>	<u>Amount</u> <u>Difference</u>
1 2356.505 BITUMINOUS MATERIAL FOR SEAL COAT	22,079.00	GAL	\$4.05	\$89,419.95	26,470.00	107,203.50	4,391.00	\$17,783.55
2 2356.507 SEAL COAT AGGREGATE (FA-2)	920.00	TON	\$20.00	\$18,400.00	860.00	17,200.00	(60.00)	(\$1,200.00)
3 2582.502 4" SOLID LINE WHITE-PAINT	814.00	LIN FT	\$0.40	\$325.60	10,418.00	4,167.20	9,604.00	\$3,841.60
4 2582.502 4" SOLID LINE YELLOW-PAINT	14,050.00	LIN FT	\$0.25	\$3,512.50	7,025.00	1,756.25	(7,025.00)	(\$1,756.25)
5 2582.502 4" BROKEN LINE YELLOW-PAINT	2,880.00	LIN FT	\$0.75	\$2,160.00	1,870.00	1,402.50	(1,010.00)	(\$757.50)
6 2582.502 4" DOUBLE SOLID LINE YELLOW-PAINT	3,372.00	LIN FT	\$0.75	\$2,529.00	6,390.00	4,792.50	3,018.00	\$2,263.50

FINAL CO-1 \$20,174.90



CITY OF MARSHALL

344 W. MAIN ST.
MARSHALL, MN 56258

Project Z50-2020 - BITUMINOUS CHIP SEALING ON VARIOUS CITY STREETS
Final Pay Request No. 2

Contractor: Pearson Bros., Inc.
11079 Lamont Ave. N.E.
Hanover, MN 55341-4069

Contract No. _____
Vendor No. N/A
For Period: 9/9/2020 - 9/17/2020
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$116,347.05
Contract Changes	\$20,174.90
Revised Contract	\$136,521.95

Funds Encumbered

Original	\$116,347.05
Additional	\$20,174.90
Total	\$136,521.95

Work Certified To Date

Base Bid Items	\$136,521.95
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$136,521.95

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
Z50-2020	\$12,118.45	\$136,521.95	\$0.00	\$118,183.32	\$18,338.63	\$136,521.95
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$18,338.63	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed

in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

Approved By Pearson Bros., Inc.

[Signature]

[Signature]

County/City/Project Engineer

Contractor

10/14/20

9/18/20

Date

Date

CITY OF MARSHALL
 344 W. MAIN ST.
 MARSHALL, MN 56258
 Project No. Z50-2020
 Final Pay Request No. 2

Z50-2020 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base									
1	2356.505	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$4.05	22079	0	\$0.00	26470	\$107,203.50
2	2356.507	SEAL COAT AGGREGATE (FA-2)	TON	\$20.00	920	0	\$0.00	860	\$17,200.00
3	2582.502	4" SOLID LINE WHITE-PAINT	LIN FT	\$0.40	814	10418	\$4,167.20	10418	\$4,167.20
4	2582.502	4" SOLID LINE YELLOW-PAINT	LIN FT	\$0.25	14050	7025	\$1,756.25	7025	\$1,756.25
5	2582.502	4" BROKEN LINE YELLOW-PAINT	LIN FT	\$0.75	2880	1870	\$1,402.50	1870	\$1,402.50
6	2582.502	4" DOUBLE SOLID LINE YELLOW-PAINT	LIN FT	\$0.75	3372	6390	\$4,792.50	6390	\$4,792.50
Totals For Section Base:							\$12,118.45		\$136,521.95
Change Order 1									
7	9999.999	FINAL RECONCILING CHANGE ORDER	LUMP SUM	\$20,174.90	1	0	\$0.00	0	\$0.00
Totals For Change Order 1:							\$0.00		\$0.00
Project Totals:							\$12,118.45		\$136,521.95

Z50-2020 Contract Changes					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	9/17/2020	Final Reconciling Change Order	\$20,174.90	\$0.00
Contract Change Totals:				\$20,174.90	\$0.00

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 27, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Request of Prairie Home Hospice & Community Care for the Light Up The Night Parade on Friday, November 27,2020.
Background Information:	<p>The City has received the attached request from Prairie Home Hospice & Community Care for street closure on Main Street from North 6th Street to Southview Drive from 5:30 pm-7:00 pm for the Light Up The Night Parade to be held on Friday, November 27, 2020.</p> <p>The parade will start at North 5th Street (Wooden Nickel corner) and proceed down East Lyon Street to Independence Park ending at Parkside Elementary.</p> <p>A copy of the parade route/detour map is attached.</p> <p>Upon approval of the City Council, the request will be forwarded to Mn/DOT for their approval of the State permit.</p>
Fiscal Impact:	None.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the Light Up The Night Parade to be held on Friday, November 27, 2020, subject to Mn/DOT approval of detour and issuance of permit.



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

Applicant Name: Prairie Home Hospice and Community Care

Applicant Address: 408 East Main Suite 8 Marshall, MN

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

Address of Request: main street / Lyon Street

Reason for Request: Light Up the Night parade

Start Date of Request: November 27, 2020 Start Time: 5:00 am/pm

End Date of Request: November 27, 2020 End Time: 7:30 am/pm

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

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

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

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

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

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

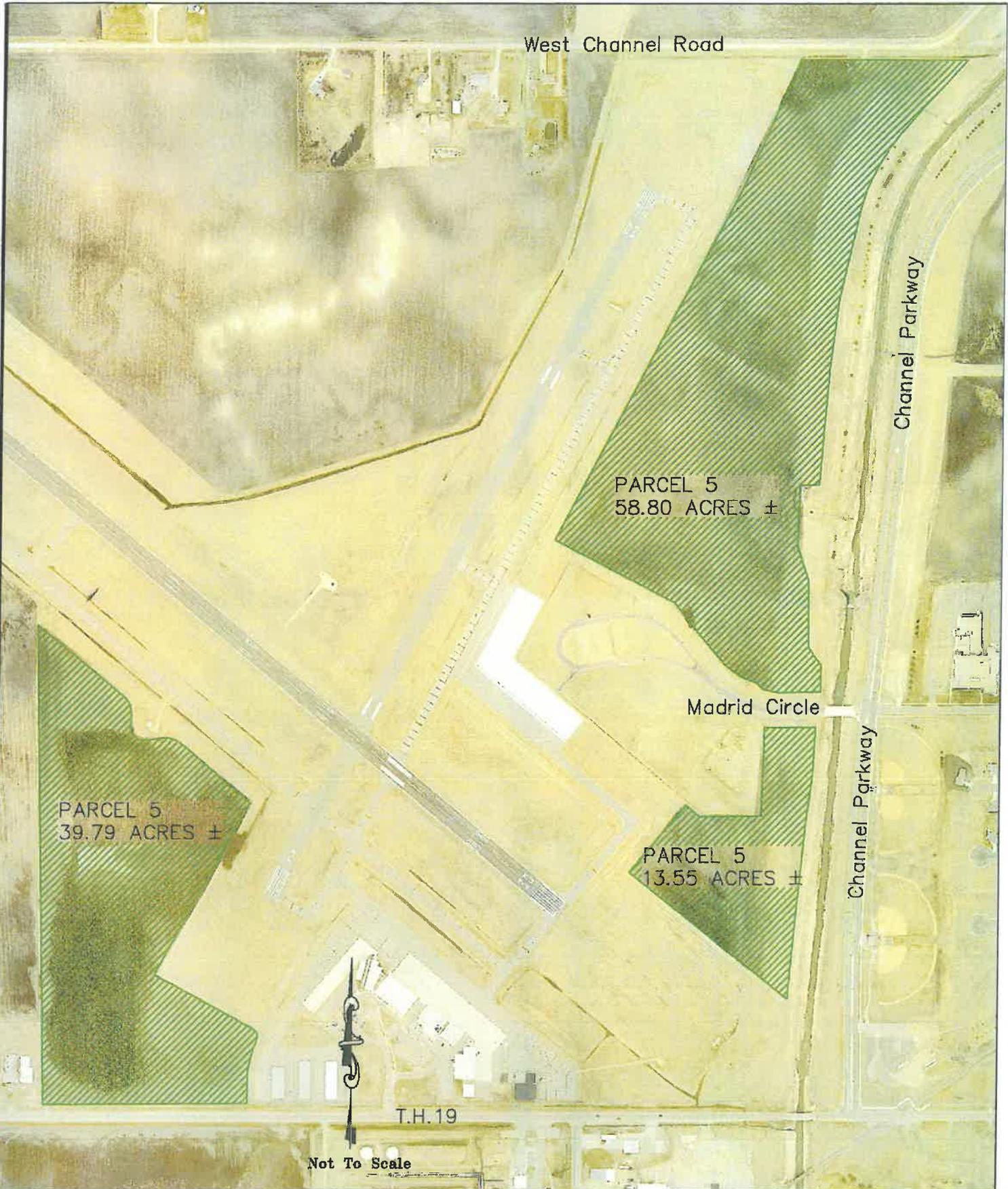
- If the event or private use area occurs within Mn/DOT right-of-way:
1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers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

11/16/20
Date

Tara Plante
Signature of Applicant

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of the Farm Lease between Paul Wambeke, Tenant, and the City of Marshall as Landlord
Background Information:	Enclosed is a signed farm lease for the years 2021,2022 and 2023 as signed by tenant Paul Wambeke. Extends the current lease for an additional three-year period. The leased area is identified as City Farm Lease Parcel Numbers 6,8,9 and consists of 122.10 acres of farmland at a rate of \$180.00 per acre per year, City Farm Lease Parcel Number 5 and consists of 112.14 acres of farmland at a rate of \$170.00 per acre per year and , City Farm Lease Parcel Number 7 and consists of 8.36 acres of farmland at a rate of \$100.00 per acre per year.
Fiscal Impact:	Rental income of \$41,877.18 is collected each year of the lease.
Alternative/ Variations:	No alternative action recommended.
Recommendations:	That the City Council approve the farm lease between tenant Paul Wambeke and landlord City of Marshall.



West Channel Road

Channel Parkway

PARCEL 5
58.80 ACRES ±

Madrid Circle

Channel Parkway

PARCEL 5
39.79 ACRES ±

PARCEL 5
13.55 ACRES ±



T.H. 19

Not To Scale

 MARSHALL	CITY ENGINEERS OFFICE 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	112.14 TOTAL ACRES ±	DATE 08/13/20
	Item 8.	Farm Lease Parcel # 5	SHEET NO. 1 Of Page 50

U.S.HWY 59



PARCEL 6
82.27 ACRES ±

Erie Road

Not To Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

82.27 TOTAL ACRES ±

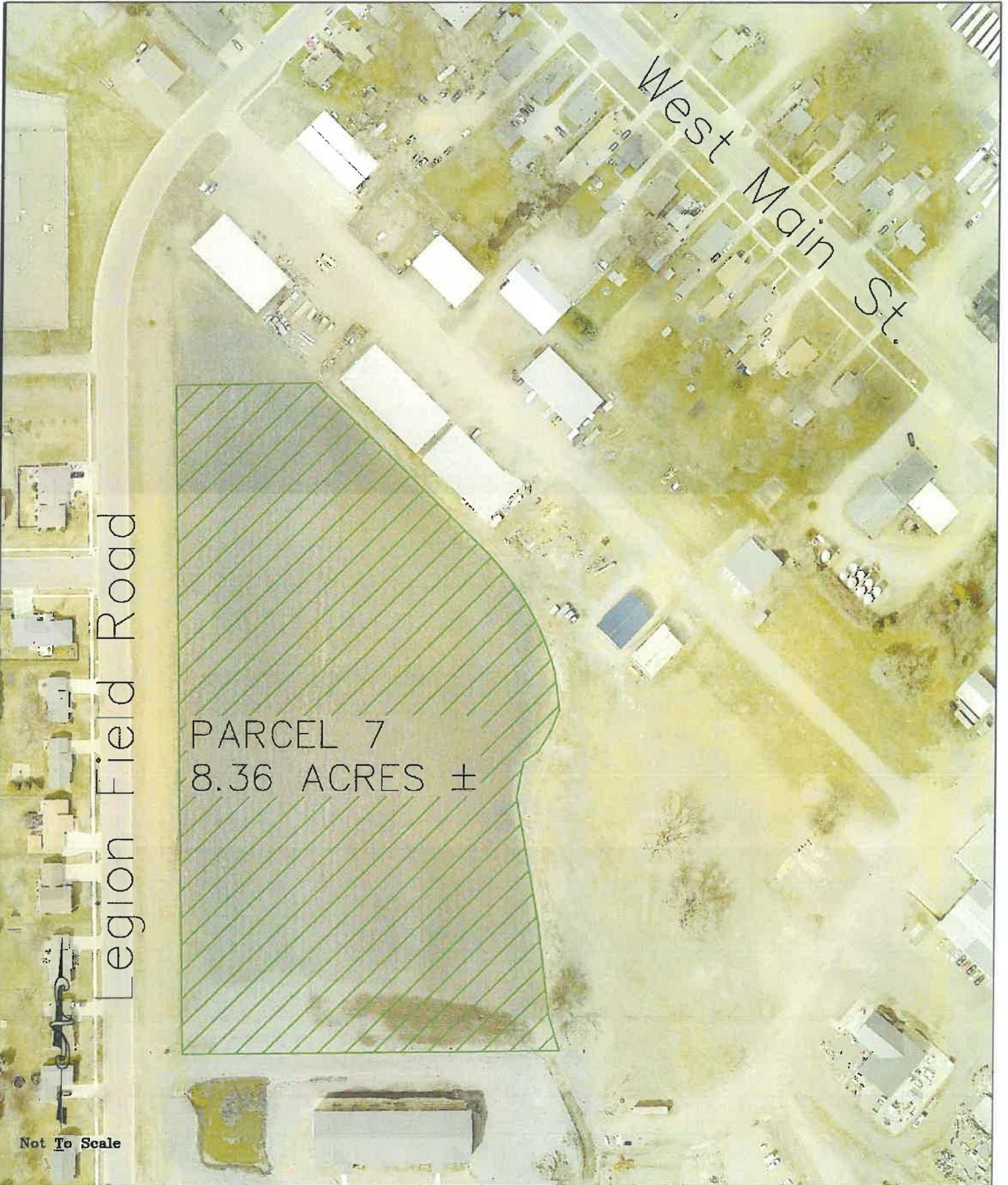
DATE
08/13/20

Farm Lease
Parcel # 6

SHEET NO.
10 Page 51

Item 8.

MARSHALL



Legion Field Road

West Main St.

PARCEL 7
8.36 ACRES ±

Not To Scale



MARSHALL

Item 8.

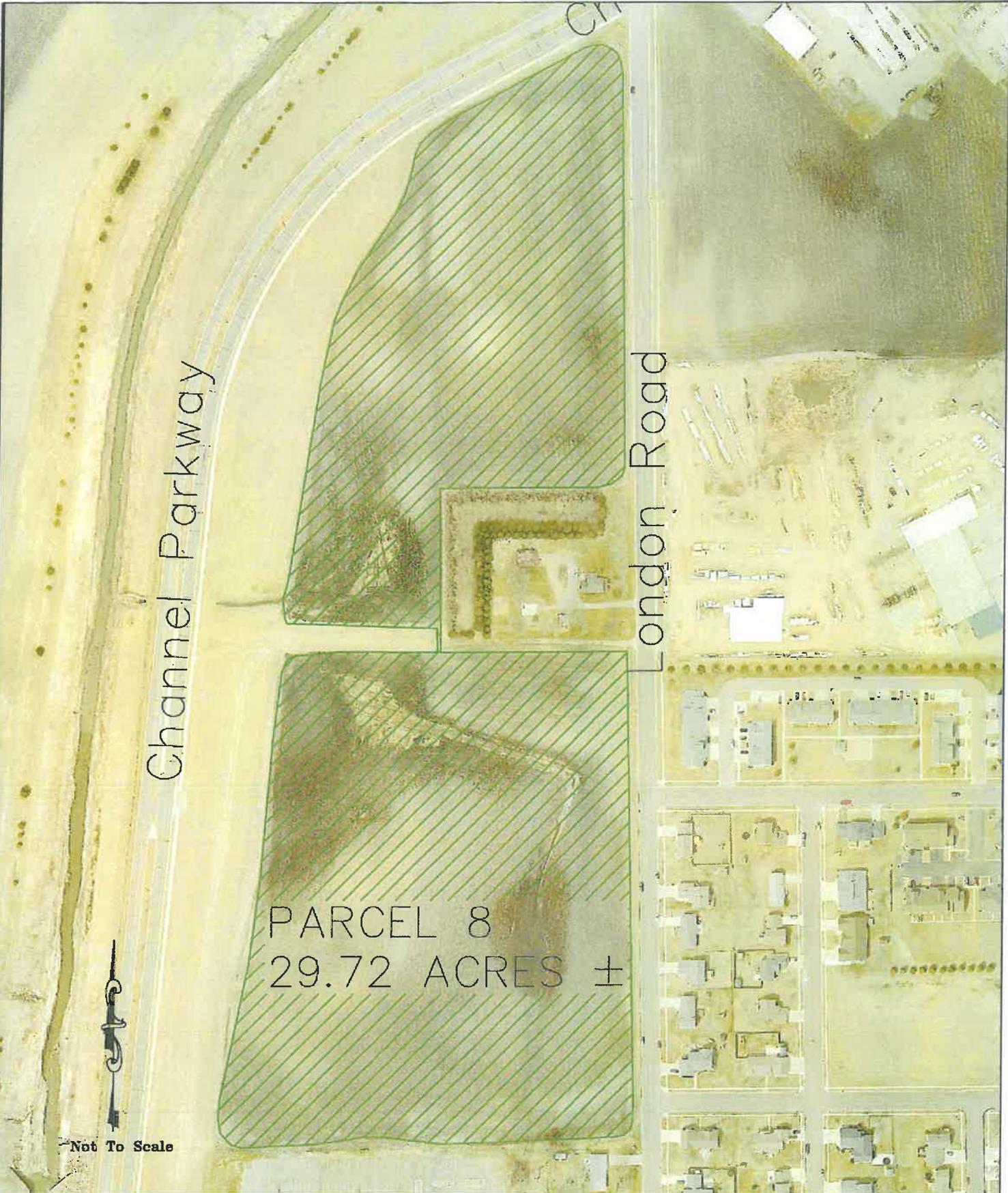
CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

8.36 TOTAL ACRES ±

DATE
08/13/20

Farm Lease
Parcel # 7

SHEET NO.
10 Page 52



Channel Parkway

London Road

PARCEL 8
29.72 ACRES ±



Not To Scale

Item 8.  MARSHALL

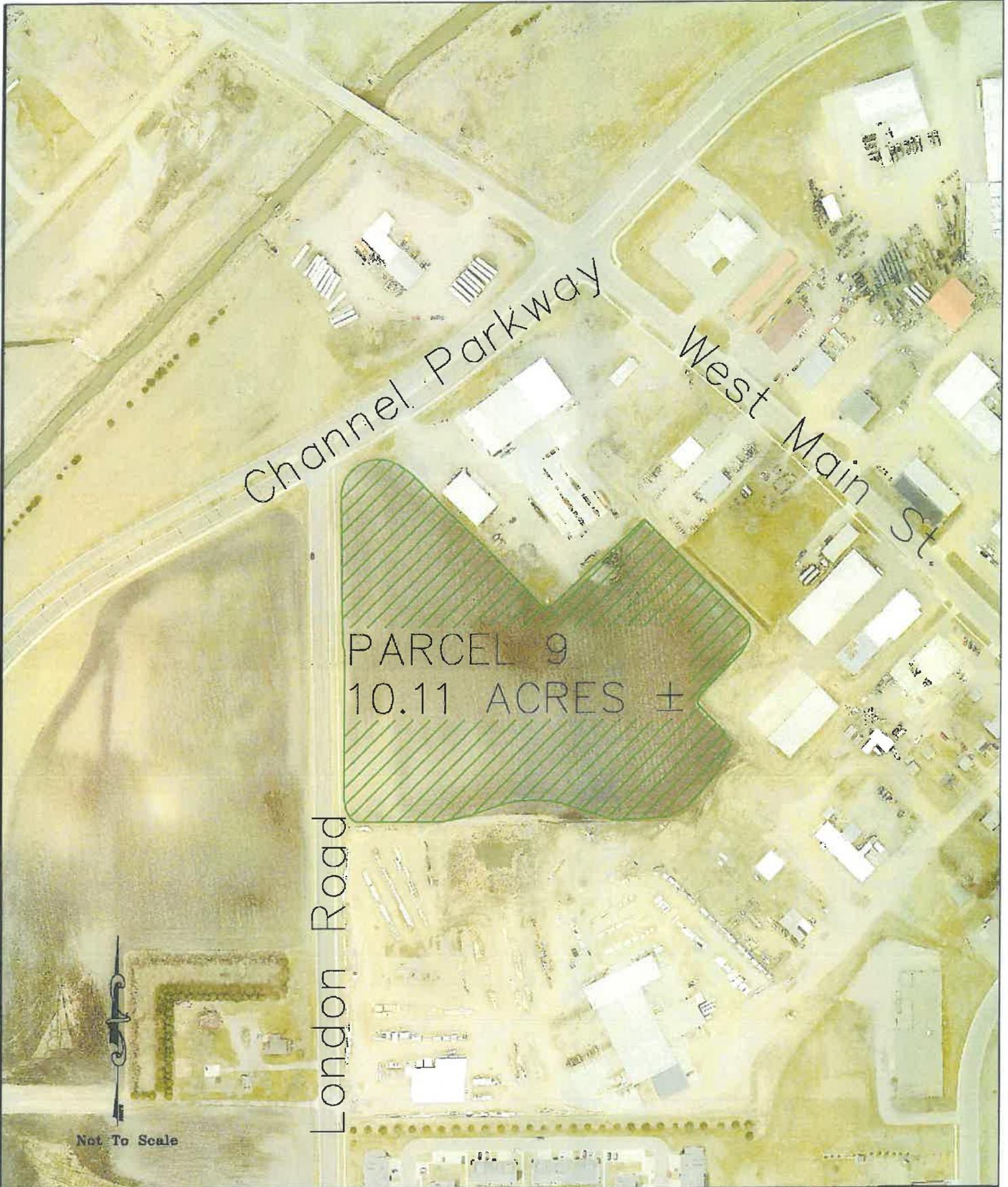
CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

29.72 TOTAL ACRES ±

DATE
08/13/20

Farm Lease
Parcel # 8

SHEET NO.
1 Of
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Channel Parkway

West Main St.

London Road

PARCEL 9
10.11 ACRES ±

Not To Scale



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

10.11 TOTAL ACRES ±

DATE
08/13/20

Farm Lease
Parcel # 9

SHEET NO.

10

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Item 8.

MARSHALL

FARM LEASE

THIS AGREEMENT, Made this 16th day of October, 2020, by and between the City of Marshall, a municipal corporation, Lessor, and Paul Wambeke, of the County of Lyon, State of Minnesota, Lessee.

WITNESSETH, That the said Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby Remise, Lease and Let unto the said Lessee, and the said Lessee does hereby hire and take from the said Lessor, the following described premises situated in the County of Lyon, State of Minnesota, to-wit:

- Parcel 5: 112.4 acres identified on attached map (Airport);
- Parcel 6: 82.27 acres identified on attached map (Wastewater);
- Parcel 7: 8.36 acres identified on attached map (Parkway III);
- Parcel 8: 29.72 acres identified on attached map (Parkway IV); and
- Parcel 9: 10.11 acres identified on attached map (N. of Truss Plant).

To Have and to Hold, the above rented premises unto the said Lessee, their heirs and assigns, subject to the conditions and limitations hereinafter mentioned for and during the full term of three (3) years from and after the 1st day of January, 2021, the term of this lease ending the 31st day of December, 2023.

And the said Lessee agrees to and with the said Lessor to pay as rent for the above-mentioned premises, for and during the full term of this lease, rent as follows:

Parcel 5 (Airport):			
2021	112.14 acres	\$170.00/acre	\$19,063.38 due on March 15, 2021
2022	112.14 acres	\$170.00/acre	\$19,063.38 due on March 15, 2022
2023	112.14 acres	\$170.00/acre	\$19,063.38 due on March 15, 2023
Parcel 6 (Wastewater):			
2021	82.27 acres	\$180.00/acre	\$14,808.60 due on March 15, 2021
2022	82.27 acres	\$180.00/acre	\$14,808.60 due on March 15, 2022
2023	82.27 acres	\$180.00/acre	\$14,808.60 due on March 15, 2023
Parcel 7 (Parkway III):			
2021	8.36 acres	\$100.00/acre	\$836.00 due on March 15, 2021
2022	8.36 acres	\$100.00/acre	\$836.00 due on March 15, 2022
2023	8.36 acres	\$100.00/acre	\$836.00 due on March 15, 2023
Parcel 8 (Parkway IV):			
2021	29.72 acres	\$180.00/acre	\$5,349.60 due on March 15, 2021
2022	29.72 acres	\$180.00/acre	\$5,349.60 due on March 15, 2022
2023	29.72 acres	\$180.00/acre	\$5,349.60 due on March 15, 2023
Parcel 9 (N. of Truss Plant):			
2021	10.11 acres	\$180.00/acre	\$1,819.60 due on March 15, 2021
2022	10.11 acres	\$180.00/acre	\$1,819.60 due on March 15, 2022
2023	10.11 acres	\$180.00/acre	\$1,819.60 due on March 15, 2023

Biosolid Application: Lessor shall provide, and Lessee shall accept, wastewater biosolids for application on parcel 6 (82.27 acres). Lessee shall pay \$100 per acre per year for the biosolid application. Lessor shall provide and apply biosolids. Biosolids application shall occur at such time after harvest has occurred so as not to interfere with Lessee's crop production and harvest. Lessee shall pay for biosolid application within 30 days of the date of application. Lessor shall provide verified information regarding

the biosolid nutritional composition and shall verify the total number of acres to which the biosolids have been applied.

And it is Further Agreed, By and between the parties as follows:

Lessee shall maintain positive weed control on land being rented, including adjacent township roadways, at their own expense.

Lessee shall furnish all materials necessary for crop production at their own expense.

If said land is located near the airport, access to land not to be across runways, taxiways, or other areas that will interfere with air traffic.

Any subsequent Lessees shall have access to said premises. After current Lessee has finished with fall harvest which includes removal of crops and crop residue (residue to be removed within two weeks of crop removal), so as to allow for fall application of chemicals, if subsequent Lessee desires to apply fall chemicals.

Animal manure, if applied, must be incorporated into the soil within eight (8) hours of application. If not incorporated within said eight hours, City reserves right to terminate lease.

If said land is located near the airport, Lessee shall not leave equipment unattended in areas adjacent to runways or taxiways.

Equipment, bales and crop products shall not be stored or remain on the site for more than a "normal" operations period of time.

That should the said Lessee fail to make the above-mentioned payments as herein specified, or to pay any of the rent aforesaid when due, or fail to fulfill any of the covenants herein contained, then and in that case said Lessor may re-enter and take possession of the above-rented premises, and hold and enjoy the same without such re-entering working a forfeiture of the rents to be paid by the said Lessee for the full term of this Lease.

That if said Lessee remains in possession of said premises after the expiration of the term for which they are hereby leased, such possession shall not be construed to be renewal of this Lease, but to be a tenancy at the will of the said Lessor, which may be terminated upon ten days' notice, given by the said Lessor in writing, either delivered to Lessee or sent to Lessee in a sealed envelope, duly stamped and directed to Lessee at Lessee's normal mailing address.

And the said Lessee also covenants and agrees to and with the said Lessor, not to assign this Lease or underlet the above-rented premises or any part thereof, and that he will, at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the said Lessor, his heirs or assigns, in as good condition and repair as when taken, reasonable wear and tear and damage by the elements alone excepted. Said Lessee also covenants and agrees to cultivate the hereby leased premises in a careful and husband-like manner, and to protect the fruit and shade trees thereon and to cut no green trees and to commit no waste or damage on said real estate and to suffer none to be done.

The Lessee is also to destroy all Russian Thistles and other noxious weeds growing on said land, declared by statute to be common nuisances, within the times prescribed by law, and shall keep all roadways and other parts of the land, not in crop, mowed and free from growing weeds. And the Lessor or its agent shall have the right to enter upon said premises at any time, without injury to the standing

crops, for the purpose of making any improvements, or to prepare for the succeeding crop, or for any other purpose whatsoever.

City of Marshall, Lessor reserves the right to develop all or part of the above described premises for commercial or industrial purposes. If some or all of the land is developed, the Lessor shall attempt to do the development so as to minimize damage done to current year's crops. However, if crops are damaged, the Lessor shall reimburse Lessee for crop damage. If land is taken for development purposes, the subsequent years of the lease shall include an adjustment of the acres so that the Lessee would pay less overall rent and the rental herein would subsequently be adjusted accordingly.

And the said Lessor covenants that the said Lessee, on paying the rent and performing the covenants aforesaid, shall peaceably and quietly have, hold and enjoy the said rented premises and the said Lessee agrees to reside and occupy the buildings thereon for the term aforesaid. In the event of any rents due hereon being collected by suit, the Lessee further agrees to pay all expenses which may be incurred hereby including reasonable attorneys fees.

In accordance with Minn. Stat. §272.01, personal property taxes will be levied to the Lessee annually and will be payable commencing in the year following the date of the lease and continuing through and including the year following the termination of the lease for said premises as determined by Lyon County. The Lessor shall pay the personal property tax on behalf of the Lessee.

Lessee agrees to provide any and all information requested by Lyon County and/or the Lessor, and further agrees to complete and return in a timely manner any required documents to Lyon County and/or the Lessor which could impact the property tax rate and applicable credits for said premises. By agreement of both the Lessor and the Lessee, the personal property tax statement and all other correspondence relating to the personal property tax shall be mailed to:

Paul Wambeke
c/o City of Marshall
344 W. Main St.
Marshall, MN 56258

Lessee has no right to an extension of this Lease unless negotiated prior to the expiration thereof.

IN WITNESS WHEREOF, We have hereunto set our hands the day and year first above written.

LESSEE

LESSOR

By: Paul Wambeke
Paul Wambeke 10-16-20

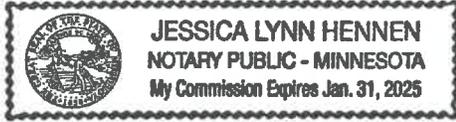
By: _____
Mayor

By: _____
City Administrator

By: _____
City Clerk

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

On this 16th day of October, 2020, before me, a notary public within and for said County and State, personally appeared Paul Wambeke, Lessee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Jessica Hennen

Notary Public

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

On this ___ day of _____, 2020, before me, a notary public within and for said County and State, personally appeared Robert J. Byrnes, Mayor; Sharon Hanson, City Administrator; and Kyle Box, City Clerk of the City of Marshall, a municipal corporation, on behalf of the municipality, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public

This Instrument Drafted by:
QUARNSTROM & DOERING, P.A.
By: Dennis H. Simpson, Marshall City Attorney
109 South Fourth Street
Marshall, MN 56258
(507)537-1441

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approve Subordination Agreement Regarding Property At 223 North Hill Street (Lot Nine (9) Block Two (2) Schultz Addition to The City of Marshall) Subordinating A Small Cities Development’s Program Loan/Grant in Favor of First Mortgage Lien to The Wanda State Bank.
Background Information:	<p>Chancey Frances Devos is the owner of property located at 223 North Hill Street in Marshall. Property is currently subject to a First Mortgage lien dated October 30, 2018 granted to the Wanda State Bank. Homeowner has recently obtained a \$24,000.00/Grant from the City of Marshall for residential building rehabilitation pursuant to the Small Cities’ Development Rehabilitation Program. The loan is in the amount of \$24,000.00 pursuant to an agreement dated December 9, 2019, recorded June 30, 2020 in the office of the Lyon County Recorder. The Small Cities Development Grant Program is a second lien against the property.</p> <p>Property owner seeks to refinance the first mortgage and obtain additional funds for additional rehabilitation of the property. Pursuant to the refinancing, The Wanda State Bank will satisfy its first mortgage, but is asking that the City subordinate its lien so that the new loan to Wanda State Bank will be a first mortgage lien and the City of Marshall Small City Development mortgage will continue to be a second mortgage lien against the property.</p> <p>Staff is recommending that City Council approve a subordination agreement as requested. Marshall EDA met on Wednesday, October 21- and recommended that City Council approve the subordination request.</p> <p>Attached is a copy of the loan subordination policy as previously approved by the City of Marshall. The request for subordination is not timely, but it still appears to be appropriate to recommend loan subordination as requested by the property owner and by loan officer from the Wanda State Bank. City Staff will work with the property owner and loan officer to obtain all of the appropriate and required documentation.</p>
Fiscal Impact:	None
Alternative/ Variations:	No alternative action recommended.
Recommendations:	That the City Council approve the loan subordination request from property owner Chancey Frances DeVos.

Subordination Request

Name of Borrower: Chancey F Devos _____

Street Address: 223 N Hill Street

Legal Address: Lot Nine (9), Block Two (2), Schutz Addition to the City of Marshall, Minnesota.

City: Marshall State: Minnesota Zip: 56258

SCDP LOAN INFORMATION

Name of SCDP Mortgagor: Chancey Frances Devos

Date Signed: 12/9/2019 Date Recorded: 06/30/2020

Document Number: 220966 County: Lyon

Original First Mortgage

Name of Lender: The Wanda State Bank

Name of Servicer: The Wanda State Bank

Date Signed: 10/30/2018 Date Recorded: 11/15/2018

Document Number: 217260 Original Loan Amount: \$115,000

Lender Requesting Subordination

Name of Lender: The Wanda State Bank

Anticipated Closing Date: 10/30/2020 Loan Amount: \$130,000

Contact Name: Derek Berg Phone Number: 507-550-1678

Address: 121 W Main Po Box 278

City: Wanda State: MN Zip: 56294

Date of Request: 10/19/2020

Required Documentation:

Payoff of First Mortgage

Good Faith Estimate

Truth In Lending Statement

Closing Instructions

Title commitment

CITY OF MARSHALL, MINNESOTA

**LOAN SUBORDINATION POLICY
RESIDENTIAL BUILDING REHABILITATION
SMALL CITIES DEVELOPMENT REHABILITATION PROGRAM**

The following policy is hereby adopted by the Marshall City Council regarding execution of subordination agreements when the City of Marshall (City) has a Small Cities Development Rehabilitation Program (SCDRP) loan outstanding on real estate.

1. The dollars involved or used in the new loan initiated by the borrower can only be used for improvements to the mortgaged real estate. Funds cannot be used for items other than actual improvements to the mortgaged real estate. The borrower must provide receipts and invoices for all expenditures to the City or its designee prior to the City agreeing to subordinate.
2. If the subordination is being requested so that the borrower can refinance the first mortgage on the property to obtain a lower interest rate or a lower loan payment, all of the proceeds from the loan which the City of Marshall is subordinating to must be used only to pay off the first loan and the closing fees in order to pay off the first loan.
3. The borrower shall not be delinquent on any real estate taxes or special assessments.
4. The borrower will sign a subordination agreement that is prepared by the City or its designee on behalf of the City, subject to review by the City Attorney, and the borrower will agree to all reasonable program requirements as requested by the City or its designee.
5. The subordination fee to be paid to the City or its designee shall be 1% of the original loan awarded by the City of Marshall. The borrower shall also pay the actual recording fees associated with the subordination request.
6. To request a subordination consideration from the City, the Borrower must first provide a written request to the City or its designee outlining the terms of the transaction. The request must be received by the City or its designee no less than thirty (30) days prior to the projected date of closing. Further, the Borrower must provide to the City or its designee, no less than three (3) days prior to the loan closing, a written final settlement statement, signed by the Borrower, for the City or its designee to compare to the original request. The settlement statement must reflect the terms agreed upon by the City.
7. The City or its designee will determine if a SCDRP borrower request for subordination follows the City's policy. If it is determined that the application does follow the policy, the City or its designee will recommend in writing to the City Administrator of Marshall, Minnesota execution of the subordination agreement. Upon receipt of said written recommendation, the City Administrator shall execute said subordination agreement.

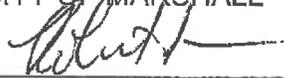
8. If a SCDRP borrower request for subordination is declined, the SCDRP borrower may appeal the denial. The request for appeal must be in writing and must be submitted within fourteen (14) calendar days of the date of the denial to:

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

The borrower appeal shall be placed on the City Council agenda within a reasonable time of receiving the borrower appeal. The decision of the City Council on the borrower appeal shall be final and the borrower shall have no further right to appeal.

Passed and adopted by the City Council of Marshall, Minnesota on this 25th day of May, 2010.

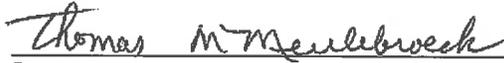
CITY OF MARSHALL



By: _____

Its: Mayor

ATTEST:



By: _____

Its: City Clerk-Financial Director

DRAFT

(Top 3 inches reserved for recording data)

SUBORDINATION AGREEMENT
by Business Entity

Minnesota Uniform Conveyancing Blanks
Form 20.8.2 (2011)

DATE: _____
(month/day/year)

FOR VALUABLE CONSIDERATION, the undersigned hereby subordinates the lien on real property in Lyon County, Minnesota, legally described as follows:

Lot Nine (9), Block Two (2), Schultz Addition to the City of Marshall, Lyon County, Minnesota

Check here if all or part of the described real property is Registered (Torrens)

which is evidenced by a Combination Security Agreement, Note, Repayment Agreement and Lien (Mortgage) dated December 9, 2019 and recorded on June 30, 2020, as Document Number 220966 in the Office of the County Recorder

Registrar of Titles of Lyon County, Minnesota.

(check the applicable boxes)

And as subsequently modified pursuant to a Mortgage Modification Agreement dated September 7, 2011 filed November 7, 2011 recorded as Document Number 192738, in the office of the Lyon County Recorder;

to a subsequent lien evidenced by a Mortgage _____ from _____
(insert title of document to be superior)

The Wanda State Bank _____ to Chancey F. Devos
(insert name of grantor)

(insert name of grantee)

in an amount not to exceed One Hundred Thirty Thousand and 00/100 _____ Dollars

(\$130,000.00) and recorded on _____, as Document Number _____ (or in Book _____ of
(month/day/year)

_____ Page _____) in the Office of the County Recorder Registrar of Titles of _____ County, Minnesota.
(check the applicable boxes)

Note: Remainder of page left blank, signature page follows.

DRAFT

City of Marshall
(name)

By: _____
(signature)

Its: City Administrator _____
(type of authority)

By: _____
(signature)

Its: Finance Director _____
(type of authority)

State of Minnesota, County of Lyon _____

This instrument was acknowledged before me on _____, by Sbaron Hanson
(month/day/year) (name of authorized signer)
as City Administrator and by Karla Drown as City Clerk/Finance Director
(type of authority) (name of authorized signer) (type of authority)

of City of Marshall
(name of party on behalf of whom the Instrument was executed)

(Stamp)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

*Dennis H. Simpson
Marshall City Attorney
109 S. 4th Street
Marshall, MN 56258
507-537-1441*

LYON COUNTY, MINNESOTA

OFFICE OF COUNTY RECORDER
LYON COUNTY MINNESOTA

Date 6-30-20

CERTIFIED, FILED, AND/OR
RECORDED ON

06/30/2020 08:40:01 AM

Registration Tax Hereon of \$ exempt
Michelle Desmet
Lyon County Recorder

MICHELLE DESMET
COUNTY RECORDER

8 0 9 8 6 4 5
Tx:4095743
6/30/2020 8:40:00 AM

(Recording Information Only)

CITY OF MARSHALL
SMALL CITIES DEVELOPMENT PROGRAM

OWNER-OCCUPIED REHABILITATION PROGRAM

**COMBINATION SECURITY AGREEMENT, NOTE,
REPAYMENT AGREEMENT AND LIEN**

THIS COMBINATION SECURITY AGREEMENT, NOTE, REPAYMENT AGREEMENT AND LIEN, (hereinafter "the Agreement") made and entered into this 9th day of December, 2019, between Chancey Frances Devos, a single person, (hereinafter the "OWNER"), and the CITY OF MARSHALL, a municipal corporation under the laws of the State of Minnesota, having its principal office at 344 West Main Street, Marshall, MN 56258, (hereinafter the "CITY").

WITNESSETH:

WHEREAS, on the 9th day of December, 2019, (hereinafter the "Effective Date") the CITY made a loan (hereinafter the "Loan") to the OWNER in the amount of Twenty Four Thousand and no/100 Dollars (\$24,000.00) to rehabilitate the **owner-occupied** real estate ("Property") hereinafter described; and,

WHEREAS, said Loan is made on the condition that the OWNER executes this Agreement; and,

WHEREAS, said OWNER declares that he is currently the occupant of the Property and the Property is utilized as his **primary residence** as defined in the Small Cities Development Program Procedural Guidelines; and,

WHEREAS, said OWNER states that he currently meets all criteria, unless waived by the CITY, under the Small Cities Development Program Procedural Guidelines and will continue to do so throughout the rehabilitation process; and,

NOW, THEREFORE, in consideration of the making of the Loan by the CITY to the OWNER, the OWNER does hereby agree as follows:

1. Security:

This Agreement secures to the CITY: (a) The repayment of the debt evidenced by this Agreement, without interest, and all renewals, extensions and modifications; (b) the payment of all un-forgiven principal deferred sums, evidenced by this Agreement, to protect the security granted hereunder; and (c) the performance of the OWNER'S covenants and agreements under this Agreement. For these purposes, the OWNER does hereby mortgage, grant and convey to the CITY, with the power of sale, the described real estate. As security for the obligation of the OWNER to make repayment as provided in this Agreement, the OWNER hereby grants and conveys unto the CITY, and the CITY shall have a lien on the real estate located in the CITY of **Marshall, Lyon County, Minnesota, legally described as:**

Lot Nine (9), Block Two (2), Schutz Addition to City of Marshall, Minnesota

217239

Commonly known as: 223 North Hill St., Marshall, MN 56258 (hereinafter the "Property").

Said lien shall be in the full amount necessary to satisfy the Loan and the repayment obligation, as set forth in this Agreement, together with the costs, including reasonable attorney's fees, to collect such amount, if collection is necessary.

2. Primary Residence:

The OWNER agrees to continue to occupy the Property as his principal place of residence during the term of the Loan.

3. Terms of the Agreement:

- A. Interest shall accrue on this Loan at the rate of 0%.
- B. All payments of principal shall be deferred.
- C. The principal amount of the Loan shall be forgiven, in full, only after 10 years from the Effective Date, unless the OWNER should default as described hereunder. Principal will be forgiven 10% annually from the Effective Date should the OWNER remain in compliance with the Loan terms.
- D. This mortgage and all liens created hereunder will automatically terminate and be of no further force and effect if a Notice of Lis Pendens to Foreclose Mortgage has not been filed on or before December 9th 2029 (ten years from the Effective Date).

4. Insurance: OWNER agrees to keep all buildings, improvements, and fixtures, currently or in the future located on or a part of the Property, insured against loss by fire, extended coverage perils, vandalism, malicious mischief, and, if applicable, steam boiler explosion to the full insurable value and at least the amount of the full insurable value (**total of all liens on property**) at all times while any amount remains unpaid under this Agreement. If any of the buildings, improvements or fixtures are located in a federally-designated flood-prone area and if flood insurance is available for that area, OWNER shall procure and maintain flood insurance in amounts reasonably satisfactory to the CITY. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to the CITY. The Property shall maintain property insurance and such insurance policy shall contain a mortgagee/loss payable clause in favor of the CITY affording all rights and privileges customarily provided under the so-called standard mortgage clause. The insurance policies shall provide for not less than thirty (30) days written notice to the CITY before cancellation, non-renewal, termination or change in coverage; and the OWNER shall deliver to the CITY a duplicate original or certificate of insurance for such policies. In the event of damage to the Property by fire or other casualty, the OWNER shall promptly give notice of such damage to the CITY and the insurance company.

5. CITY hereby agrees to furnish the OWNER with a conformed copy of this Agreement at the time of execution.

6. Default:

In the event of any default in the payment of any principal or other indebtedness due hereunder or any other breach of this Agreement, the CITY may, at its right and option, declare immediately due and payable the principal balance of this Agreement, together with any attorneys fees incurred by the CITY in collecting or enforcing payment thereof, whether suit be brought or not, and all other sums due hereunder and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided in any document securing this Agreement. The CITY may extend the time of payment of principal of this Agreement without notice to or consent of any party liable hereon and without releasing such party. Default by the OWNER shall be defined by one or more of the following:

- A. If the Property fails to be maintained as a primary residence as described in the Small Cities Development Program Procedural Guidelines.
- B. If the OWNER fails to utilize the Small Cities Development Program funds for rehabilitation of the described Property in a manner authorized by the CITY.
- C. If the OWNER fails to insure the Property as described above.
- D. If the real estate herein described is sold, transferred, or otherwise conveyed, whether voluntarily or involuntarily, either while the OWNER is living or by reason of the death of the OWNER.
- E. If the real estate herein described loses its homestead status for real estate tax purposes.

- F. If the OWNER should become delinquent on his Property taxes and assessments attributed to the Property described herein.
- G. If in the event that the OWNER is authorized to perform certain work elements as allowed by the Small Cities Development Program Procedural Guidelines and the OWNER fails to fulfill the Work Agreement.
- H. If the OWNER makes untrue, false or fraudulent statement(s) on the Small Cities Development Program Application.
- I. Failure to comply with any of the terms of this Agreement.

In the event of default, the remaining unforgiven portion of the Loan shall be repaid to the CITY in the following manner:

A. Repayment to the CITY shall be made by the OWNER or his/her/their heirs, executors, or representatives not later than the 30th day following (a) the date of default or (b) notice of default by the CITY, whichever is earlier. If the Loan is not repaid during this repayment period, the OWNER shall pay at an annual rate of interest of 12% until the outstanding balance is repaid.

B. In its sole discretion, the CITY may designate a later date for payment and/or waive late fees. If the CITY makes such a designation, written notice will be given to the OWNER, his/her/their heirs, executors, or representatives. Terms for repayment would then be as agreed between the parties.

OWNER's Right to Reinstate. If OWNER meets certain conditions, OWNER shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before the sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of judgment enforcing this Mortgage. Those conditions are that OWNER: (i) pays Lender all sums which then would be due under this Agreement had no acceleration occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Agreement, including, but not limited to, reasonable attorneys' fees; and (iv) takes such action as Lender may reasonably require to assure that the lien of this Agreement, Lender's rights in the Property and OWNER's obligation to pay the sums secured by this Agreement shall continue unchanged. Upon reinstatement by OWNER, this Agreement and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

Acceleration- Remedies. CITY shall give notice to OWNER prior to acceleration following OWNER's breach of any covenant or agreement in this Agreement. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to OWNER, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Agreement and the sale of the Property. The notice shall further inform OWNER of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of OWNER to acceleration and sale. If the breach is not cured on or before the date specified in the notice, or if the maturity date has occurred, CITY at its option may require immediate payment in full of all sums secured by this Agreement without further demand and may invoke the power of sale and any other remedies permitted by applicable law. CITY shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees.

If CITY invokes the power of sale, CITY shall cause a copy of a notice of sale to be served upon any person in possession of the Property. CITY shall publish a notice of sale and the Property shall be sold at public auction in the manner prescribed by applicable law. CITY or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Agreement; and (c) any excess to the person or persons legally entitled thereto.

7. During the life of the SCDP loan, BORROWER may refinance to secure a lower interest rate on a mortgage, not exceeding a loan to value of more than 125%. BORROWER may also use equity to rehabilitate the property. Cash equity for all other uses is not allowed unless the SCDP loan is repaid in full. An exception may be granted based on special circumstances with prior approval from DEED. DEED does not process subordinations. Subordinations are to be reviewed and processed by the LENDER.

8. Property Transfer by Contract for Deed:

If this Agreement is executed by a Contract Vendor, as one of the OWNERS, such execution shall be deemed for the purpose of establishing and continuing the existence of the indebtedness described and the lien granted herein. However, in the event of default of the terms hereof, neither the CITY, nor its

successors or assigns, shall take any action against such Contract Vendor, except as may be necessary in order to subject the real estate described herein to the satisfaction of said indebtedness. The Contract Vendor shall not be personally liable by reason of any default which may occur in the performance or by reason of the non-performance by the OWNER(S) of any of the terms of this Agreement; and the CITY shall not seek or be entitled to any personal judgment against the Contract Vendor by reason of any default hereunder. The sole remedy of the CITY against the Contract Vendor, in the event of any default, shall be to proceed against the real estate described herein in the manner provided in this Agreement and by law in order to subject the real estate to repayment of the Loan. The parties hereto agree that any conveyance of the real estate described herein by the Contract Vendor shall subject said real estate to this lien for so long as the Loan is unpaid and outstanding.

9. Owners' Covenants:

The OWNER(S) agree to keep the Property free from all junior liens and encumbrances. The OWNER(S) further agree to commit or permit no waste on the Property, to keep the Property in good repair, and to pay any expenses or attorney's fees that may incur by reason of litigation in protection of this Agreement.

10. Additional Terms:

- A. This Agreement may be prepaid in whole or in part without penalty.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- C. It is intended that this Note is made with reference to and shall be governed by and construed in accordance with the laws of the State of Minnesota.
- D. The provisions of this Agreement shall run with the real estate described above and shall inure to the benefit of and be binding upon the parties hereto and their respective, heirs, executors, representatives, successors and assigns.

(Signature page to follow)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 27, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of an Engagement Letter with VanIwaarden Associates for an actuarial valuation for post-employment benefits
Background Information:	<p>Per Government Accounting Standards Board Statement No. 75 (GASB 75) the City is required to have an actuarial valuation of post-employment benefit completed every other year.</p> <p>VanIwaarden Associates has provided this service for the City of Marshall in the past. The current agreement ends as of fiscal year ending, December 31, 2020. The attached agreement is for fiscal years 2021 – 2024. There is no change in cost to this service from the prior three years.</p> <p>Information from the reports is included in the annual financial report for the city. The cost to complete the full report is \$5,700 and \$1,800 in an “off-year”.</p>
Fiscal Impact:	\$5,700 is budgeted in the City’s general fund operational 2021 budget.
Alternative/ Variations:	
Recommendations:	Approve the Engagement Letter with VanIwaarden Associates for an actuarial report that complies with GASB 75.

October 21, 2020

Ms. Karla Drown
Finance Director
City of Marshall
344 W. Main Street
Marshall, MN 56258

Re: Engagement Letter for GASB 75 Actuarial Services – City of Marshall

Dear Karla:

Thank you for this opportunity to provide GASB 75 Other Postemployment Benefit (OPEB) actuarial services to the City of Marshall (the City). This letter documents the services we will provide for the City’s retiree health plan and our fees for those services.

The GASB 75 accounting rules require more frequent and comprehensive actuarial reporting than in the past. A “full” actuarial valuation is required every two years, while a simplified accounting report is required in the “off years”. The off-year report must reflect changes in the discount rate and other significant events/assumptions, but can rely on the prior year data if it hasn’t substantially changed. Our proposed fees include amounts for both the “full” and “off-year” valuation reports.

Scope of the Engagement

We will perform the following services, as chosen by the City:

- For FY2021 and FY2023, we will perform a “full” GASB 75 actuarial valuation to calculate your OPEB liability. The report will include all OPEB results required for your FY2021 and FY2023 financial statements, including summaries of participants, plan provisions, and actuarial assumptions and methods.
- For FY2022 and FY2024, we will perform an “off-year” GASB 75 actuarial valuation to calculate your OPEB liability and financial disclosure entries. This report will reflect updated assumptions and plan provisions, but does not require us to collect new census data.

Fees and Hourly Billing Rates

As noted above, the new GASB 75 OPEB accounting rules substantially alter OPEB financial reporting. Among the changes is more frequent actuarial reporting, including biennial actuarial reporting and updated actuarial results in the “off years”.

Our proposed engagement fees are outlined below. In subsequent years, fees will be based on the time and expense required or we can provide a new fee quote if you prefer.

Services Provided	Fee
FY2021 “full” GASB 75 actuarial valuation report	\$5,700
FY2022 “off-year” GASB 75 actuarial valuation report	\$1,800
FY2023 “full” GASB 75 actuarial valuation report	\$5,700
FY2024 “off-year” GASB 75 actuarial valuation report	\$1,800

The proposed FY2021–FY2024 actuarial fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly, then GASB 75 rules may require a full actuarial valuation in the off year. In this case, we will provide a separate proposed fee.

Out-of-scope projects are within the City’s control, and time for them will be billed at our normal hourly rates. For 2020, our hourly rates are \$95 to \$195 for actuarial analysts and \$275 to \$375 for consulting actuaries. Out-of-scope projects include time spent on:

- additional meetings and preparation,
- significant changes in your plan, accounting or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested,
- follow-up for information not provided within 45 days of our request, and
- off-year accounting updates for future fiscal years, when they differ from the estimated figures in our report.

We will notify you if any out-of-scope fees are to apply, and will be happy to estimate fees for additional projects as requested. Out-of-pocket expenses will be passed on to you without markup. Travel time, if it occurs, is billed at 50% of our normal rates.

We are happy to provide additional consulting services or changes in valuation scope upon request. Additional fees for such requests will be discussed and agreed upon by both parties prior to commencement.

You have the right to terminate our services at any time, subject to payment of accrued charges for work we have done through the date we receive notice. We will have the same right of termination (including termination for non-payment of fees and expenses), subject to our obligation to give the City reasonable notice.

October 21, 2020

Page 3

We trust that this letter satisfactorily outlines our services and fees. If you have any questions, please feel free to contact us. Thank you again for choosing Van Iwaarden Associates to assist you with this project.

Northern Consulting Actuaries, Inc. d/b/a Van Iwaarden Associates

Sincerely,



Laura K. Pistotnik, ASA, MAAA
Consulting Actuary

L/D/C/R: 3/cl/lp

Acknowledgement and Consent

The undersigned authorized representative of the City of Marshall (the City) has read this letter from Van Iwaarden Associates, understands its contents, and agrees on behalf of the City to the terms, conditions and fees set forth above.

Date: _____, 2020

By _____

Title _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 27, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of On-Sale Intoxicating Liquor License and a Sunday On-Sale Intoxicating Liquor License for BDH2 – Marshall, LLC (Bird Dog Equity Partners, LLC).
Background Information:	<p>Bird Dog Equity Partners, LLC is seeking approval of an On-Sale Intoxicating Liquor License and Sunday On-Sale Intoxicating Liquor License. Both licenses will be transferred from the current license holder, RMMN Associates, LLC., dba Ramada Marshall.</p> <p>The On-Sale Intoxicating Liquor License will be prorated December 4, 2020 - December 31, 2020.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve an On-Sale Intoxicating Liquor License and Sunday On-Sale Intoxicating Liquor License to BDH2 – Marshall, LLC (Bird Dog Equity Partners, LLC) pending all requirements are met with the City Clerk.



Intoxicating Liquor License Application

License Period From: 12/4/20 To: 12/3/21

Receipt Number: _____ Amount Paid: \$3450

If applicant is an individual, it shall be completed by such person; if a corporation, by an officer; if a partnership, by one of the general partners; if an unincorporated association, by the manager or managing officer.

1.

<input checked="" type="checkbox"/> New Application	<input type="checkbox"/> Renewal Application	
Type of License (Select all that apply)		Fee
<input checked="" type="checkbox"/> On-Sale Liquor		\$3,000.00
<input checked="" type="checkbox"/> On-Sale Sunday		\$200.00
<input checked="" type="checkbox"/> On-Sale 3.2 % Malt Liquor		\$250.00
<input type="checkbox"/> Off-Sale 3.2 % Malt Liquor		\$90.00
<input type="checkbox"/> Brewer Taproom		\$500.00
<input type="checkbox"/> Wine		\$600.00

2. Type of applicant Individual Corporation Club Partnership Other organization

3. Legal name of licensee (individual, partnership, corporation, organization or club) BDH2 - Marshall, LLC (Bird Dog Equity Partners, LLC)
 Address 221 S. Phillips Ave. Ste. 200 Sioux Falls, SD 57104 Phone 605-261-9072

4. Business name BDH2 - Marshall, LLC Phone 507-532-3221
 Address 1500 E. College Dr. Marshall MN 56258

5. Minnesota Business Tax ID Number (Per Minnesota Statute Section 270C.72) _____
 Federal Business Tax ID Number
 Individual – Social Security Number: _____

6. Proof of Workers' Compensation Insurance Coverage
 Insurance company name West Bend Mutual Dates of coverage 12/4/2020-12/4/2021
 Policy number/Self-insurance permit number (Per Minnesota Statute Section 176.182)

I am **not** required to have workers' compensation liability coverage because
 I have no employees covered by the law Other (Specify on an attached document.)

Section 1: Building/premises

All applicants complete this section.

7. Since the license was last issued, have there been any **changes in the ownership of the building where the licensed establishment is located?** Yes No

If yes:
 Building owner BDH2 - Marshall, LLC (Pending 12/4/20 Closing) Phone 605-261-9072

Business address 1500 E. College Dr. Marshall MN 56258

Office of City Clerk
 344 West Main Street – Marshall, Minnesota 56258-1313
 (507) 537-6775
 www.ci.marshall.mn.us

Intoxicating Liquor License Application

8. Describe any changes or additions since the last renewal in the serving areas for intoxicating liquor and/or wine. Attach a drawing, if necessary.

9. Are any of the following taxes or charges for the licensed premises unpaid or delinquent?

State sales taxes	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	State withholding taxes	<input type="checkbox"/> Yes <input type="checkbox"/> No
Real estate taxes	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	City utility bills	<input type="checkbox"/> Yes <input type="checkbox"/> No
Special assessments	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

10. During the past license year, has a summons been issued under the Liquor Civil Liability (Dram Shop) Law? If yes, attach a copy of the summons pursuant to Minnesota State Statute 340A.802. Yes No

11. Are there any changes in (a) finance or interest in premises; (b) contracts between the applicant and any persons, partnerships, corporations; or (c) any new loans since the license was last issued? If yes, explain. Yes No
 New mortgage will be issued upon pending sale on 12/4/2020.

Complete only if you intend to apply for an Under 21 Exemption Permit

12. What were combined sales of food, including non-alcoholic beverages, and alcoholic beverages for the most recent fiscal year ending prior to this application?
 Fiscal year from _____ to _____:

	Gross sales	Percentage
Food	_____	_____
Liquor/wine/beer	_____	_____
Total	_____	100%

Section 2: Employees

All applicants complete this section.

13. General manager, proprietor, food/beverage manager, managing partner, or any individual in charge of the licensed premises.

Full name <u>Kyle Schock</u>	Position <u>Managing Partner</u>
Residence address <u>_____</u>	Phone <u>_____</u>
Full name <u>Travis Brown</u>	Position <u>General Manager</u>
Residence address <u>_____</u>	Phone <u>_____</u>
Full name <u>Terri Miller</u>	Position <u>Food/Beverage Manager</u>
Residence address <u>_____</u>	Phone <u>_____</u>

14. Does the current manager have management duties at any other establishment? Yes No
 If yes, list name and address of establishment. Kyle Shock oversees Green Mill Restaurants in New Ulm and Shoreview.

15. Do you provide alcohol awareness training for your staff on responsible alcohol service techniques? Yes No
 If yes, how often is training provided and who provides training? Annual Training provided by ALE Training.

Office of City Clerk
 344 West Main Street – Marshall, Minnesota 56258-1313
 (507) 537-6775
 www.ci.marshall.mn.us

Intoxicating Liquor License Application

Section 4: Wine licenses

Complete this section if applying for a wine license.

18. Are you currently licensed in Marshall for the on-sale of 3.2 percent malt liquor? Yes No
If yes, do you plan to sell strong beer at this location? Yes No

Section 5: Brewer Taproom

Complete this section if applying for Taproom License.

19. Are you a holder of a Brewer's License under Minnesota Statute 340A.301, subd. 6, clause c, l or j? Yes No
20. Are you a brewer that brews more than 250,000 barrels of malt liquor annually? Yes No
21. Will you require a license for Growlers? Yes No

Section 6: Cater

All applicants complete this section.

22. Are you currently licensed to cater food? Yes No
If yes, is this business also licensed to cater alcohol? Yes No

Notice and notarized signature

The data on this form will be used to approve your license. Some requested data is private. Private data is available to you and the City or State staff who need this information to perform their duties but is not available to the public. You are not legally required to provide this data, but the City may not be able to approve your license if you do not provide it.

I have received from the City of Marshall a copy of *Marshall City Code, Chapter 6 (Alcoholic Beverage)* and will familiarize myself with the provisions contained within them.

I declare that the information I have provided on this application is truthful and I understand that falsification of answers on this application will result in denial of the application. I authorize the City of Marshall to investigate and make whatever inquiries that are necessary to verify the information provided.

X 
Applicant signature

Subscribed and sworn to before me, a
Notary Public, on this 23rd day
of October 20 20.
Commission expires on 01-13-2022


Notary Signature



Office of City Clerk
344 West Main Street – Marshall, Minnesota 56258-1313
(507) 537-6775
www.ci.marshall.mn.us



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works Jason Anderson at 537-6051 or Finance Director Karla Drown at 537-6764.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	That the following bills and project payments be authorized for payment



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 10/12/2020 - 10/23/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6630	3D SECURITY, INC	10/12/2020	Regular	0.00	450.00	117331
4549	A & B BUSINESS, INC	10/13/2020	EFT	0.00	435.06	5341
5813	ACE HOME & HARDWARE	10/23/2020	Regular	0.00	178.42	117353
4487	ADVANCED OPPORTUNITIES-WORKCOMPONENT	10/12/2020	Regular	0.00	81.90	117332
6631	AED PROFESSIONALS	10/12/2020	Regular	0.00	130.00	117333
5119	ALL FLAGS,LLC	10/12/2020	Regular	0.00	48.73	117334
0578	AMAZON CAPITAL SERVICES	10/23/2020	EFT	0.00	11.60	5349
4570	AMAZON	10/12/2020	Regular	0.00	331.12	117335
0581	AMERICAN ENGINEERING TESTING INC	10/23/2020	EFT	0.00	60.00	5350
0658	AP DESIGN	10/23/2020	EFT	0.00	40.27	5351
0630	ARCTIC GLACIER	10/23/2020	Regular	0.00	103.55	117354
0629	ARNOLD MOTOR SUPPLY	10/23/2020	Regular	0.00	230.12	117355
6233	ARSL	10/12/2020	Regular	0.00	50.00	117336
5447	ARTISAN BEER COMPANY	10/23/2020	Regular	0.00	555.50	117356
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	10/23/2020	EFT	0.00	3,100.00	5352
0688	BELLBOY CORPORATION	10/23/2020	EFT	0.00	5,388.06	5353
0699	BEVERAGE WHOLESALERS	10/23/2020	Regular	0.00	22,723.70	117357
0707	BISBEE PLUMBING AND HEATING INC	10/12/2020	Regular	0.00	1,184.52	117337
0707	BISBEE PLUMBING AND HEATING INC	10/23/2020	Regular	0.00	326.10	117358
0724	BOLTON & MENK INC	10/23/2020	EFT	0.00	41,354.50	5354
0726	BORCHS SPORTING GOODS	10/23/2020	EFT	0.00	8,760.00	5355
0018	BORDER STATES ELECTRIC SUPPLY	10/23/2020	EFT	0.00	305.20	5356
3829	BRAU BROTHERS	10/23/2020	Regular	0.00	7,500.00	117359
4457	BREAKTHRU BEVERAGE	10/23/2020	Regular	0.00	3,629.76	117360
6539	BREMER BANK CC	10/12/2020	Regular	0.00	465.25	117338
6468	BRENNAN CONSTRUCTION OF MN, INC	10/23/2020	Regular	0.00	524,746.02	117361
0815	CATTOOR OIL COMPANY INC	10/23/2020	EFT	0.00	14.82	5357
0836	CHARTER COMMUNICATIONS	10/23/2020	EFT	0.00	11.99	5358
0875	COMPUTER MAN INC	10/13/2020	EFT	0.00	148.00	5342
0875	COMPUTER MAN INC	10/23/2020	EFT	0.00	646.00	5359
0875	COMPUTER MAN INC	10/23/2020	EFT	0.00	87.00	5360
0934	D & G EXCAVATING INC	10/23/2020	EFT	0.00	20,374.50	5361
6639	DIEBOLD, RENE	10/23/2020	Regular	0.00	7,500.00	117362
5731	DOLL DISTRIBUTING	10/23/2020	EFT	0.00	8,284.26	5362
6638	DOOM, MELISSA	10/23/2020	Regular	0.00	7,500.00	117363
1020	DUIINCK BROS., INC.	10/23/2020	EFT	0.00	208,303.33	5363
1061	EMERGENCY APPARATUS MAINTENANCE INC	10/23/2020	Regular	0.00	216.55	117364
4858	ENGRAVESTONE	10/23/2020	Regular	0.00	3,906.00	117365
1090	FASTENAL COMPANY	10/23/2020	EFT	0.00	52.52	5364
4805	FURTHER	10/16/2020	Bank Draft	0.00	8,200.67	DFT0000453
4805	FURTHER	10/16/2020	Bank Draft	0.00	7,562.92	DFT0000458
4805	FURTHER	10/14/2020	Bank Draft	0.00	520.84	DFT0000463
6495	FUZZY'S BAR & GRILL	10/23/2020	Regular	0.00	7,500.00	117366
1158	GALLS INC	10/23/2020	Regular	0.00	536.93	117367
6127	GRANDVIEW VALLEY WINERY, INC	10/23/2020	Regular	0.00	1,716.00	117368
1215	GREENWOOD NURSERY	10/23/2020	Regular	0.00	2,838.64	117369
1243	HARDWARE HANK	10/23/2020	EFT	0.00	7.99	5365
1267	HEIMAN INC.	10/23/2020	EFT	0.00	294.00	5366
1271	HENLE PRINTING COMPANY	10/23/2020	EFT	0.00	280.75	5367
6221	HENNEN CHIROPRACTIC PLLC	10/23/2020	Regular	0.00	7,500.00	117370
1288	HISKEN CONSTRUCTION INC	10/23/2020	Regular	0.00	2,254.00	117371
6324	HOOK, MATT	10/23/2020	EFT	0.00	50.00	5368
1311	HYVEE FOOD STORES INC	10/12/2020	Regular	0.00	10.00	117339
1325	ICMA RETIREMENT TRUST #300877	10/16/2020	Regular	0.00	50.00	117351

Council Check Report

Date Range: 10/12/2020 - 10/23/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4552	INGRAM LIBRARY SERVICES	10/12/2020	Regular	0.00	3,942.56	117340
1358	INTERNAL REVENUE SERVICE	10/16/2020	Bank Draft	0.00	25,909.74	DFT0000459
1358	INTERNAL REVENUE SERVICE	10/16/2020	Bank Draft	0.00	23,097.73	DFT0000460
1358	INTERNAL REVENUE SERVICE	10/16/2020	Bank Draft	0.00	7,857.10	DFT0000461
5329	INTERSTATE ALL BATTERY CENTER	10/23/2020	Regular	0.00	50.95	117372
6458	J & M AIRCRAFT SUPPLY, INC	10/23/2020	Regular	0.00	2,656.27	117373
6641	JESERITZ, MEGAN	10/23/2020	Regular	0.00	4,013.05	117374
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/23/2020	Regular	0.00	10,442.99	117375
3564	KESTELOOT ENTERPRISES, INC	10/23/2020	EFT	0.00	2.25	5369
3653	LANGUAGE LINE SERVICES	10/23/2020	EFT	0.00	2.24	5370
1481	LEAGUE OF MINNESOTA CITIES	10/23/2020	Regular	0.00	2,210.76	117377
6642	LIVING WORD LUTHERAN CHURCH OF NARSHALL	10/23/2020	Regular	0.00	5,000.00	117378
1507	LOCHER BROTHERS INC	10/23/2020	EFT	0.00	339.20	5371
1508	LOCKWOOD MOTORS INC.	10/23/2020	Regular	0.00	241.16	117379
1546	LYON COUNTY HISTORICAL SOCIETY	10/12/2020	Regular	0.00	35.00	117342
1546	LYON COUNTY HISTORICAL SOCIETY	10/23/2020	Regular	0.00	2,213.69	117380
1548	LYON COUNTY LANDFILL	10/23/2020	Regular	0.00	6.75	117381
6292	MADDEN, GALANTER, HANSEN, LLP	10/23/2020	EFT	0.00	170.00	5372
1574	MAGIC WATER	10/23/2020	Regular	0.00	28.50	117382
1604	MARSHALL AREA CHAMBER OF COMMERCE	10/13/2020	EFT	0.00	185.00	5343
6643	MARSHALL DENTAL EXCELLENCE PLLC	10/23/2020	Regular	0.00	7,500.00	117383
1631	MARSHALL MACHINE SHOP INC	10/23/2020	EFT	0.00	40.32	5373
1632	MARSHALL MINI-STORAGE, LLP	10/23/2020	EFT	0.00	72.00	5374
1633	MARSHALL MUNICIPAL UTILITIES	10/13/2020	EFT	0.00	1,750.33	5344
1633	MARSHALL MUNICIPAL UTILITIES	10/23/2020	EFT	0.00	6,676.58	5375
3545	MARSHALL RADIO	10/23/2020	EFT	0.00	810.00	5376
1649	MARSHALL TRUCK SALVAGE INC.	10/23/2020	Regular	0.00	27.84	117384
4608	MARY BETH SINCLAIR	10/12/2020	Regular	0.00	10.00	117343
6644	MECCA MEDICAL CENTER LLC	10/23/2020	Regular	0.00	7,500.00	117385
4980	MENARDS INC	10/12/2020	Regular	0.00	69.62	117344
4980	MENARDS INC	10/23/2020	Regular	0.00	314.45	117386
4558	MINNESOTA LIBRARY ASSOCIATION	10/12/2020	Regular	0.00	45.00	117345
3669	MINNESOTA STATE RETIREMENT SYSTEM	10/16/2020	Bank Draft	0.00	7,277.38	DFT0000456
1839	MINNESOTA VALLEY TESTING LABS INC	10/23/2020	EFT	0.00	827.50	5377
1757	MN CHILD SUPPORT PAYMENT CENTER	10/16/2020	Regular	0.00	633.13	117352
1774	MN DEPT OF LABOR AND INDUST	10/23/2020	Regular	0.00	810.08	117387
1818	MN REVENUE	10/16/2020	Bank Draft	0.00	10,697.14	DFT0000462
2512	NATIONWIDE RETIREMENT	10/16/2020	Bank Draft	0.00	200.00	DFT0000448
2513	NATIONWIDE RETIREMENT-FIRE	10/16/2020	Bank Draft	0.00	35.50	DFT0000449
6344	NEOGOV	10/23/2020	Regular	0.00	3,995.37	117388
1945	NORMS GTC	10/23/2020	Regular	0.00	114.27	117389
1986	NORTH CENTRAL INTERNATIONAL, INC	10/23/2020	EFT	0.00	1,785.84	5378
1958	NORTHERN BUSINESS PRODUCTS, INC	10/13/2020	EFT	0.00	198.89	5345
5891	ONE OFFICE SOLUTION	10/13/2020	EFT	0.00	104.97	5346
5891	ONE OFFICE SOLUTION	10/23/2020	EFT	0.00	22.99	5379
2028	PERA OF MINNESOTA REG	10/16/2020	Bank Draft	0.00	51,141.26	DFT0000454
2030	PETERSON, ALEX	10/23/2020	EFT	0.00	546.15	5380
2036	PHILLIPS WINE AND SPIRITS INC	10/23/2020	Regular	0.00	6,912.54	117390
6646	PODRATZ, ANDREA	10/23/2020	Regular	0.00	6,953.69	117392
3557	POMP'S TIRE SERVICE, INC.	10/23/2020	EFT	0.00	91.50	5381
6166	PULVER MOTOR SVC, LLC	10/23/2020	EFT	0.00	475.00	5382
2096	QUARNSTROM & DOERING, PA	10/23/2020	EFT	0.00	231.48	5383
5965	R&R SPECIALTIES OF WISCONSIN INC	10/23/2020	EFT	0.00	2,080.55	5384
6647	RESTORED STRENGTH LLC	10/23/2020	Regular	0.00	7,500.00	117393
2201	RUNNINGS SUPPLY INC	10/23/2020	EFT	0.00	59.97	5385
6212	SANITATION PRODUCTS	10/23/2020	Regular	0.00	221.82	117394
6286	SCHWEEMAN'S CLEANERS, LLP	10/12/2020	Regular	0.00	65.98	117346
4855	SOUTHERN GLAZER'S OF MN	10/23/2020	EFT	0.00	15,486.07	5386
2311	SOUTHWEST GLASS CENTER	10/12/2020	Regular	0.00	3,232.00	117347
2318	SOUTHWEST SANITATION INC.	10/13/2020	EFT	0.00	59.38	5347
6648	ST STEPHEN LUTHERAN CHURCH	10/23/2020	Regular	0.00	5,000.00	117395

Council Check Report

Date Range: 10/12/2020 - 10/23/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6649	STEPPING STONES CHILDCARE & PRESCHOOL	10/23/2020	Regular	0.00	7,500.00	117396
0145	SUBWAY	10/23/2020	Regular	0.00	7,500.00	117397
6637	SUPERIOR ACCESS SOLUTIONS, INC	10/23/2020	Regular	0.00	13,840.00	117398
2385	SW MN ARTS & HUMANITIES COUNCIL	10/12/2020	Regular	0.00	50.00	117348
6645	TDMC OF MARSHALL INC	10/23/2020	Regular	0.00	7,500.00	117399
6650	THOMPSON, BREANNA	10/23/2020	Regular	0.00	7,500.00	117400
2429	TKDA	10/23/2020	EFT	0.00	4,213.93	5387
2434	TONI'S DEPOT	10/23/2020	Regular	0.00	7,500.00	117401
6389	TOWNE & COUNTRY EXCAVATING LLC	10/23/2020	EFT	0.00	60,524.03	5388
6590	UAV PUBLIC SAFETY, INC	10/23/2020	Regular	0.00	825.00	117402
2499	US BANK	10/23/2020	Regular	0.00	1,500.00	117403
6432	USA SAFETY SUPPLY CORP	10/23/2020	Regular	0.00	396.77	117404
3443	VALIC DEFERRED COMP	10/16/2020	Bank Draft	0.00	1,102.00	DFT0000450
3443	VALIC DEFERRED COMP	10/16/2020	Bank Draft	0.00	71.01	DFT0000451
3443	VALIC DEFERRED COMP	10/16/2020	Bank Draft	0.00	1,250.00	DFT0000452
6653	VANDERZIEL TAX & ACCOUNTING SERVICE	10/23/2020	Regular	0.00	7,500.00	117405
5733	VAST BROADBAND	10/12/2020	Regular	0.00	86.10	117349
5733	VAST BROADBAND	10/23/2020	Regular	0.00	845.84	117406
4489	VERIZON WIRELESS	10/13/2020	EFT	0.00	59.48	5348
4489	VERIZON WIRELESS	10/23/2020	EFT	0.00	35.01	5389
2538	VIKING COCA COLA BOTTLING COMPANY	10/23/2020	EFT	0.00	269.10	5390
6654	VLAMINCK, AMBER	10/23/2020	Regular	0.00	500.00	117408
2545	VOLUNTEER FIREFIGHTERS BENEFIT ASSOC	10/23/2020	Regular	0.00	44.00	117409
6085	VOYA - INVESTORS CHOICE	10/16/2020	Bank Draft	0.00	1,000.00	DFT0000457
4575	WALMART COMMUNITY	10/12/2020	Regular	0.00	14.97	117350
2624	YMCA	10/23/2020	Regular	0.00	5,000.00	117410
2632	ZIEGLER INC	10/23/2020	EFT	0.00	66.51	5391

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	135	76	0.00	754,112.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	145,923.29
EFT's	91	51	0.00	395,196.12
	241	142	0.00	1,295,232.37

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	135	76	0.00	754,112.96
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	145,923.29
EFT's	91	51	0.00	395,196.12
	241	142	0.00	1,295,232.37

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	10/2020	1,295,232.37
			1,295,232.37

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
10/27/2020

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2018 Prior Payments	2019 Prior Payments	2020 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	14,074,300.00		3,618,459.20	6,767,413.90		546,624.90	3,141,802.00	77.68%
MER	493-42600-55130	2/12/2019	MERIT Center Track	R & G Construction	2,712,530.50	2,872,036.12		2,636,570.66	222,801.54	12,663.92		0.00	100.00%
Z52	401-41900-55130	8/13/2019	Transit ADA Bus Access Project (UCAP)(MN/DOT)	Hisken Construction Inc.	185,250.15	185,250.15			184,169.25		1,860.30	(779.40)	100.42%
E22	630-49600-55130	9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00	190,000.00		150,483.00				39,517.00	79.20%
CH1	494-41900-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	5,262,933.00			2,270,896.24	524,746.02	263,146.65	2,204,144.09	58.12%
B20	476-45200-55120	3/10/2020	Fredom Park Restroom	Sussner Construction	120,961.00	120,961.00			65,620.11		3,453.69	51,887.20	57.10%
Z50	101-43300-53425	3/24/2020	2020 Chip Seal (\$14,300 - Arena Parking Lot)	Pearson Bros., Inc.	116,347.05	136,521.95	20,174.90		118,183.32	18,338.63	-	-	100.00%
Z75	476-43300-55170	4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	2,589,140.00	5,385.10		1,474,876.56		77,625.08	1,036,638.36	59.96%
PF1	495-41900-53110	5/12/2020	Demolition of Structure at 326 West Main Street	LinnCo, Inc	523,444.00	523,444.00			410,755.20			112,688.80	78.47%
Z76	476-43300-55170	5/26/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55	617,136.55				204,305.53	10,752.92	402,078.10	34.85%
Z77	630-49600-55170	6/23/2020	Legion Field Storm Water Improvements-Phase 1	Towne & Country Excavating LLC	277,943.00	272,695.75	(5,247.25)		183,292.52	60,524.03	12,832.45	16,046.75	94.12%
	401-42400-55120	7/28/2020	Fire Station Electrical Service Change Out	Heartland Mechanical, Inc	30,766.91	30,766.91						30,766.91	0.00%
Z81	630-49600-55170	9/8/2020	MERIT Center Outfall Project	Towne & Country Excavating LLC	251,297.00	251,297.00						251,297.00	0.00%
					<u>28,663,810.93</u>	<u>424,977.61</u>	<u>29,088,788.54</u>	<u>959,481.14</u>	<u>6,580,464.43</u>	<u>12,525,881.98</u>	<u>820,578.13</u>	<u>916,295.99</u>	<u>7,286,086.87</u>

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 27, 2020
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Request for a Variance Adjustment Permit by Charles R Aufenthie at 1000 Country Club Drive
Background Information:	<p>The owner desires to build a detached garage next to his house with its front wall located about 20 feet in front of the house front wall. However, the Ordinance prohibits any accessory structures being built closer to the street than the house, except gazebos on larger lots. This provision's goal, in staff's opinion, is to provide uniformity and avoid often unsightly accessory buildings, which may be storage sheds with cheap finishes, being the focus of a property, which may reduce surrounding properties' values.</p> <p>To grant a variance, City Ordinance and State Statutes require the presence of practical difficulties. The term "practical difficulties," as used in connection with granting a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance, the plight of the landowner is due to circumstances unique (usually something related to physical characteristics of the property not allowing to comply with the Ordinance) to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. The Findings of Fact, based on the League of Minnesota Cities template, is attached to this memo and explains each item listed above in details.</p> <p>The existing lot is large, like all adjacent lots, and the garage can be shifted back 20 feet to meet the Ordinance requirements. No other house in the area has a detached garage or other accessory building located in front of the house, so the area's character will be altered by the garage construction. Based on the above information, staff does not believe that there are any practical difficulties in this case and therefore recommends that the variance be denied.</p> <p>The variance regulations and procedures are found in Section 86-29 https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIADEN_DIVIGE_S86-29VA. A property aerial photo is attached for reference.</p> <p>At the Planning Commission meeting on October 14, 2020, a public hearing was held and a motion was made by Fox, second by Knieff to recommend approval to the City Council of the request by Charles R Aufenthie for a Variance Adjustment Permit for building a detached garage next to his house with its front wall located about 20 feet in front of the house front wall. All voted in favor of the motion.</p> <p>During Planning Commission discussion, members brought up existence of a deep front yard, absence of a negative effect on the neighbors, and their desire to let people control their properties without city's interference to increase property values as justification for approval.</p>
Fiscal Impact:	None known.
Alternative/Variations:	Deny the request, as recommended by staff, based on Ordinance and Statutory requirements for variance approval.
Recommendations:	The Planning Commission recommends that the Council approve the request by Charles R Aufenthie for a Variance Adjustment Permit for building a detached garage next to his house with its front wall located about 20 feet in front of the house front wall.

Marshall Planning Commission
Findings of Fact – Request for Variance Permit
1000 Country Club Drive, City of Marshall, Lyon County, Minnesota

1. Mr. Aufenthie is the owner of a parcel of land located at 1000 Country Club Drive.
2. The subject property is legally described as found on Exhibit A.
3. Mr. Aufenthie has applied to the City for a variance to build a 26' x 40' detached garage that is placed about 20 feet closer to Country Club Drive than the front wall of the existing attached garage.
4. The proposal would vary from Ordinance Section 86-163 (b) (6) stating that “(i)n the R-1 one-family residence district and the R-2 one- to four-family residence district, an accessory building must not be located a lesser distance to a front property line than the main building...” in that it would build a garage closer to the street than the house.
5. The property is of significant size and there does appear to be sufficient space to construct garage to the side of the main building in a compliant manner by shifting its location 20 feet back.
6. A significant portion of the rear and front yards on the property is located within the regulatory floodway as identified by the most current Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Map Number 27083C0309D, Panel 0309D, effective 11/26/2010.
7. Minnesota Statute Section 462.357, subd. 6 provides:
 - a. Variances shall only be permitted (a) when they are in harmony with the general purposes and intent of the ordinance and (b) when the variances are consistent with the comprehensive plan.
 - b. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. “Practical difficulties,” as used in connection with the granting of a variance, means that (a) the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; (b) the plight of the landowner is due to circumstances unique to the property not created by the landowner; and (c) the variance, if granted, will not alter the essential character of the locality.
 - c. Economic considerations alone shall not constitute practical difficulties.
8. City Ordinance allows variances if “(t)he applicant shall prove that the literal enforcement of the provisions of this chapter would cause practical difficulties because of circumstances unique to the individual property under consideration and the granting of the variances will be in keeping with the spirit and intent of this chapter” according to Section 86-29 (e). The practical difficulties are further defined according to the State Statutes as presented in Item 7 above.
9. City Ordinance requires that “(i)n the R-1 one-family residence district and the R-2 one- to four-family residence district, an accessory building must not be located a lesser distance to a front property line than the main building...” according to Section 86-163 (b) (6). In stuff’s

view, this provision's goal is to provide uniformity and avoid often unsightly accessory buildings, which may be storage sheds with cheap finishes, being the focus of a property, which may reduce surrounding properties' values.

10. Below is analysis of the Minnesota Statute Section 462.357, subd. 6 applicability:
 - a. The requested variance is not in harmony with the purposes and intent of the ordinance because it will deviate from the purpose of uniformity and maintaining property values.
 - b. The requested variance is unrelated to the comprehensive plan.
 - c. The property owner does not propose to use the property in a reasonable manner because there is an alternative which would be in compliance with the Ordinance.
 - d. There are not unique circumstances to the property not created by the landowner because properties next to it are very similar and all include large backyards and wide sideyards.
 - e. The variance will not maintain the essential character of the locality because no other house next to this one has a detached garage in front and one of the nearby houses has a garage located in the rear yard. All lots, including the golf club, have open spaces in front with a lot of tree cover.
11. Based on the above information, staff concluded that there are no practical difficulties in this case and recommended that the variance request be denied.
12. A public hearing was conducted at the regularly scheduled October 14, 2020 Planning Commission meeting. Notice of that hearing was published and was mailed pursuant to provisions of Marshall Ordinance Sec. 86-47 and in compliance with Minnesota Statutes.
13. Following a public hearing on the application, the Planning Commission has recommended approval of the variance. Planning Commission members justify this recommendation by existence of a deep front yard, absence of a negative effect on the neighbors, and their desire to let people control their properties without city's interference to increase property values.

At the conclusion of the public hearing, motion was made by Commission Member Fox, seconded by Commission Member Knieff to recommend approval of the variance permit to the City Council. Motion was approved by unanimous votes of all present Planning Commission Members.

Marshall Planning Commission

By: Don Edblom
Its: Chair

CONNECTEXPLORER



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map: Auto (Oblique) ▾ Apr 2020 - May 2020 ▾ < image 1 of 13 > 04/11/2020

Item 13.

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EXHIBIT A

All that part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 111 North, of Range 41 West described as follows: Beginning at a point on the NW'ly right of way line of Trunk Highway 23 at the intersection of said right of way line with the north and south quarter line of Section 8 and running; thence SW'ly along the NW'ly right of way line a distance of 216 feet; thence North and parallel with the north and south quarter line, to the scent of the Redwood River; thence down the center of the river to the north and south quarter line of Section 8; thence south along said north and south quarter line to the place of beginning.

VARIANCE ADJUSTMENT PERMIT
City of Marshall, Minnesota

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

SEE EXHIBIT A
City of Marshall, County of Lyon, State of Minnesota
1000 Country Club Drive

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

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

NOW THEREFORE, be it resolved by the Common Council of the City of Marshall, Minnesota, that a Variance Adjustment Permit be granted to Charles R Aufenthie for a Variance Adjustment Permit to build a garage in front of the main building on the premises described herein subject to the following conditions:

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

ADOPTED: October 27, 2020.

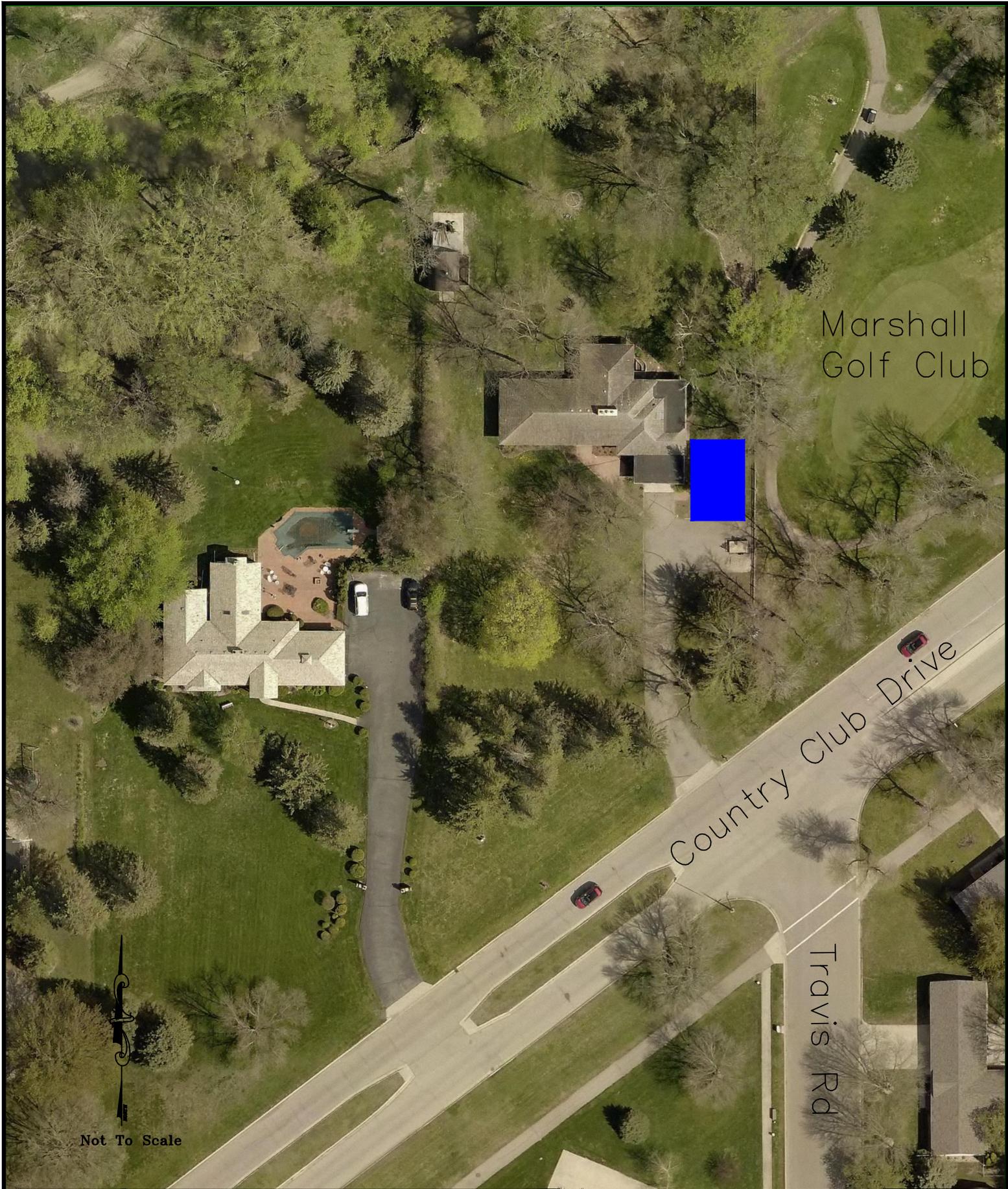
ATTEST:

Mayor

City Clerk

(SEAL)

This Instrument Drafted By:
Jason R. Anderson, P.E.
City Engineer/Zoning Administrator
File No. 1138



Marshall
Golf Club

Country Club Drive

Travis Rd

Not To Scale



Item 13.

CITY ENGINEERING DEPT
344 WEST MAIN STREET
MARSHALL, MINNESOTA

VARIANCE ADJUSTMENT PERMIT

DATE
09/29/20

1000 Country Club Drive
Detached Garage

SHEET NO.
1 Page 91



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z83: James Avenue/Camden Drive Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement.
Background Information:	<p>This project consists of the following: reconstruction and utility replacement on James Avenue between Camden Drive and South 4th Street and Camden Drive between James Avenue and South 4th Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on James Avenue and Camden Drive. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter and other minor work.</p> <p>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.</p> <p>The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint.</p>
Fiscal Impact:	The engineer's estimate for the construction portion of the project is \$920,000.00. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$1,174,000.00. 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. Final approval of the project must include determination of funding sources.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER XXXX, 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 November 10, 2020.

RESOLUTION NO. _____, SECOND SERIES

**RESOLUTION RECEIVING FEASIBILITY REPORT
AND CALLING HEARING ON IMPROVEMENT**

WHEREAS, pursuant to resolution of the Council adopted October 13, 2020, a report has been prepared by Director of Public Works/City Engineer Jason R. Anderson with reference to:

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

AND WHEREAS, this report was received by the Council on October 27, 2020.

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

1. The Council will consider the improvements in accordance with the report and the assessment of the properties for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvements of \$1,174,000.
2. A Public Hearing shall be held on such proposed improvements on the 10th day of November, 2020 at 5:30 p.m. at the MERIT Center located at 1001 West Erie Road, and the City Clerk shall give mailed and published notice of such hearing and improvements as required by the law.

Passed and adopted by the Council this 27th day of October, 2020.

Mayor

ATTEST:

City Clerk

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



MARSHALL
CULTIVATING THE BEST IN US

FEASIBILITY REPORT

Project Z83

James Avenue and Camden Drive Reconstruction Project

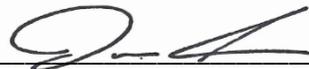
October 27, 2020



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

By: 
Jason R. Anderson, P.E.
Registration No. 53322

FEASIBILITY REPORT

PROJECT Z83 JAMES AVENUE AND CAMDEN DRIVE RECONSTRUCTION PROJECT

CITY OF MARSHALL, MINNESOTA

1.0 SCOPE

This Feasibility Report as authorized by the City Council, covers the following proposed improvements: reconstruction and utility replacement on James Avenue between Camden Drive and South 4th Street and Camden Drive between James Avenue and South 4th Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on James Avenue and Camden Drive. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter and other minor work.

2.0 BACKGROUND / EXISTING CONDITIONS

Street

City records indicate that James Avenue was originally constructed in 1959. Camden Drive was originally constructed in 1962. This street received a 1.5" mill and overlay resurfacing between James Avenue and South 4th Street in 1993 and lastly in 2001. The existing pavement surface is beginning to show its age with considerable cracking. Camden Drive has portions of the street section where the pavement has completely deteriorated and has begun to pop out of the road section. Block/fatigue cracking is significant along the outside thirds of the roadway between James Avenue and South 4th Street.

The existing street width on James Avenue is generally 40-FT as measured from back of curb to back of curb. The existing street width on Camden Drive is generally 32-FT as measured from back of curb to back of curb. Currently, the existing segment of James Avenue is wide enough to accommodate two travel lanes and parallel parking on both sides of the street. On Camden Drive, the existing street comfortably accommodates two travel lanes with parallel parking on the south side of the street.

There is currently 4.5-FT wide sidewalk on both sides of James Avenue directly behind the existing curb. On Camden Drive, there is an existing 5-FT wide sidewalk on the south side of the street. The Parks Department operates and maintains a 10-FT wide multi-use trail on the north side of Camden

Drive. The existing sidewalk is currently exhibiting some cracking and buckling. The existing pedestrian ramps at the intersection of Camden Drive and James Avenue are not ADA compliant.

Utilities

The existing watermain along James Avenue is 6" polyvinyl chloride (PVC). The installation year of the PVC watermain is approximately 1982. There is no existing watermain along Camden Drive between James Avenue and South 4th Street. MMU has recommended that this segment of watermain be replaced with the project.

The existing sanitary sewer main along James Avenue is 8" vitrified clay pipe (VCP). The age and condition of the sewer in these segments make this sewer a good candidate for replacement with this project. There is no existing sanitary sewer along Camden Drive between James Avenue and South 4th Street.

The existing storm sewer along James Avenue is currently a 21" reinforced concrete pipe (RCP). There are two existing catch basins at the intersection of Camden Drive and James Avenue that lead to a manhole where the 21" RCP main from the west and the 21" RCP main from James Avenue intersect at the manhole. From that manhole, the storm sewer main continues northeast where it intersects the lead that collects stormwater from two catch basins located on Camden Drive approximately halfway between James Avenue and South 4th Street. The storm sewer then crosses Country Club Drive where it intersects with a manhole in the golf club property. From there, the storm sewer main proceeds northwest as a 30" RCP to the outfall directly into the Redwood River. The pipe system is undersized for the existing fully developed watershed. There are various intersections along low points on the South 4th Street corridor that have flooded regularly.

3.0 PROPOSED IMPROVEMENTS

Street

A bituminous pavement section will be proposed and discussed in this feasibility report. Staff is proposing a street section comprised of 4" of bituminous surfacing and 12" of Class 5 aggregate base on James Avenue and Camden Drive. A geotextile fabric will be placed on the subgrade prior to the placement of the aggregate base. A 6" perforated drain tile shall be installed at the back of the curb below the aggregate base to provide subsurface drainage for the street section.

The proposed roadway will be 36-FT travel way (as measured from curb face to curb face) on James Avenue. The project proposes two 10-FT travel lanes and two 8-FT parallel parking lanes. The proposed segment of James Avenue will be 3-FT narrower than the existing street. The purpose for the narrowing is to reduce project costs. The proposed roadway on Camden Drive (as measured from curb face to curb face) will be 31.5-FT. The project proposes two 11.5-FT travel lanes and one 8.5-FT parallel parking lane in the eastbound direction. The proposed street width of Camden Drive will match what is currently in place. It is the opinion of staff that the proposed road widths will be adequate to serve the corridors.

A 7-FT sidewalk directly behind the proposed curb is proposed on James Avenue on both sides of the street. This proposed walk is 2-FT wider than existing. Due to large, mature trees along this corridor, moving the sidewalk back to allow for a typical 5-FT boulevard would require significant tree removal. A 5-FT wide sidewalk with a 2-FT boulevard was considered. Due to the difficulty of turf establishment and maintenance, this option was eliminated from consideration. The project proposes replacing existing sidewalk adjacent to James Avenue where there is currently sidewalk. The 5-FT wide sidewalk along Camden Drive will be replaced in its existing alignment. The two pedestrian ramps at the intersection of Camden Drive and James Avenue will be replaced and upgraded to meet current ADA standards.

Utilities

The proposed utility improvements include replacing existing VCP sanitary sewer, existing CIP watermain, and existing storm sewer.

The watermain improvements will consist of replacing all circa-1982 PVC watermain with new PVC watermain pipe. Watermain improvements are planned in close coordination with MMU staff input. The existing 6" PVC watermain along James Avenue will be replaced with 6" PVC pipe.

The sanitary sewer system improvements will include replacing all manholes, sewer main, and sewer services along James Avenue. The 8" VCP main will be replaced with 8" PVC main. All sewer services will be replaced to the right-of-way (ROW) with a minimum 4" pipe size.

The storm sewer system improvements will include replacing all existing manholes, catch basins and catch basin leads. The project will increase the size of the storm sewer main on James Avenue from existing 21" RCP to proposed 58" RCP arch span pipe (48" RCP-equivalent). The pipe will be an arch pipe due to limited pipe cover along James Avenue. Along Camden Drive and through the golf course, the storm sewer main is proposed to be a 54" RCP round pipe. The storm sewer crossing under Country Club Drive and under the north ditch will be a 65" RCP arch span pipe (54" RCP-equivalent). The pipe will be an arch pipe due to limited pipe cover underneath Country Club Drive. The increase in storm sewer main along the project area is proposed to provide relief to frequent on-street flooding on South 4th Street and other surrounding areas in the drainage area. Additional water quality improvements will be proposed at the outfall to the Redwood River to provide stormwater treatment.

4.0 STATEMENT OF PROBABLE COST

The estimated costs to complete the proposed improvements are shown below. The estimated construction costs include a 10% allowance for contingencies and a 16% allowance for administrative and engineering costs. The unit prices for each item of work used in determining the estimated cost of construction is based on previous projects similar in nature and is subject to change.

Street and Curb and Gutter	\$340,000.00
Watermain Replacement	\$60,000.00
Sanitary Sewer Replacement	\$65,000.00
Storm Sewer Replacement	<u>\$455,000.00</u>
Subtotal Estimated Construction Cost	\$920,000.00
Contingencies (10%)	<u>\$92,000.00</u>
Total Estimated Construction Cost	\$1,012,000.00
Estimated Engineering, & Administration (16%)	<u>\$162,000.00</u>
Total Estimated Project Cost	<u><u>\$1,174,000.00</u></u>

5.0 PROPOSED ASSESSMENTS

The adjacent properties will not be assessed for the watermain improvements. All costs for watermain and related work will be paid by MMU.

The adjacent properties will not be assessed for sanitary sewer main improvements. All costs for sanitary sewer main will be paid by the City of Marshall Wastewater Department. Sanitary sewer service lines and connection points to the main will be assessed to the adjacent property owners according to current sanitary sewer assessment procedures.

Costs for the street replacements will be partially assessed to the adjacent property owners in accordance with the most recent Special Assessment Policy and partially funded by the Wastewater Department, MMU, and Surface Water Management Utility fund.

A preliminary assessment roll showing the estimated assessments for each benefiting parcel, City Participation, and utility participation will be prepared at a later date for consideration by the City Council in accordance with the most recent Special Assessment Policy.

6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

The proposed improvements as described in this report are necessary, cost-effective, and feasible from an engineering standpoint. The feasibility of this project is contingent upon the findings of the City Council pertaining to project financing and public input.

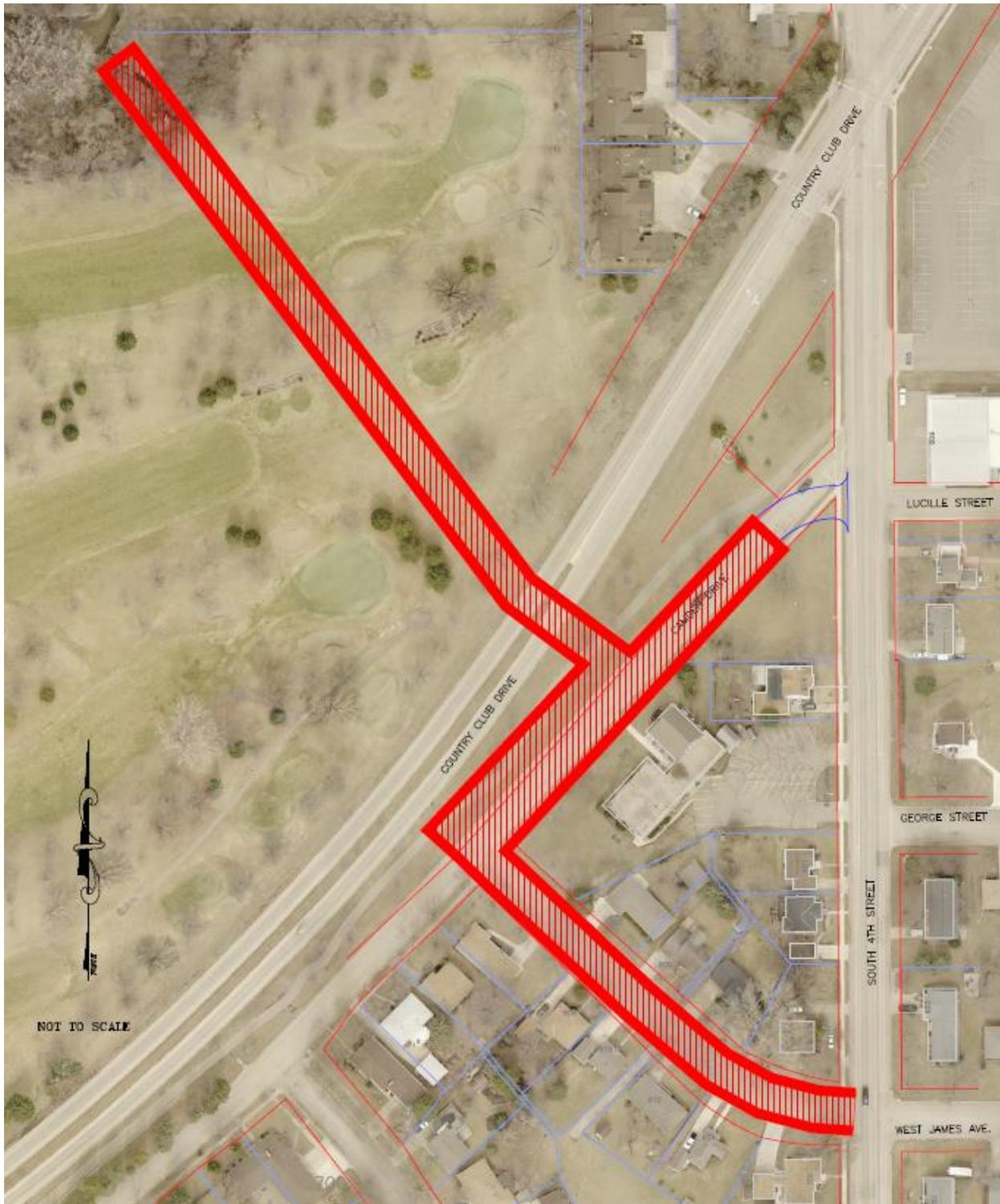
7.0 PROPOSED PROJECT SCHEDULE

The following is the anticipated schedule for the project, assuming the City Council elects to proceed with the proposed improvements.

November 10, 2020	Public Hearing on Improvement/Order Plans & Specs
January 26, 2021	Approve Plans & Specs/Authorize Call for Bids
January 29 and February 5, 2021	Advertise for Bids
February 17, 2021	Bid Opening Date
February 23, 2021	Award Contract
April 16, 2021	Notice to Proceed
April 2021	Begin Construction
September 21, 2021	Public Hearing on Assessment/Adopt Assessment
September 2021	End Construction

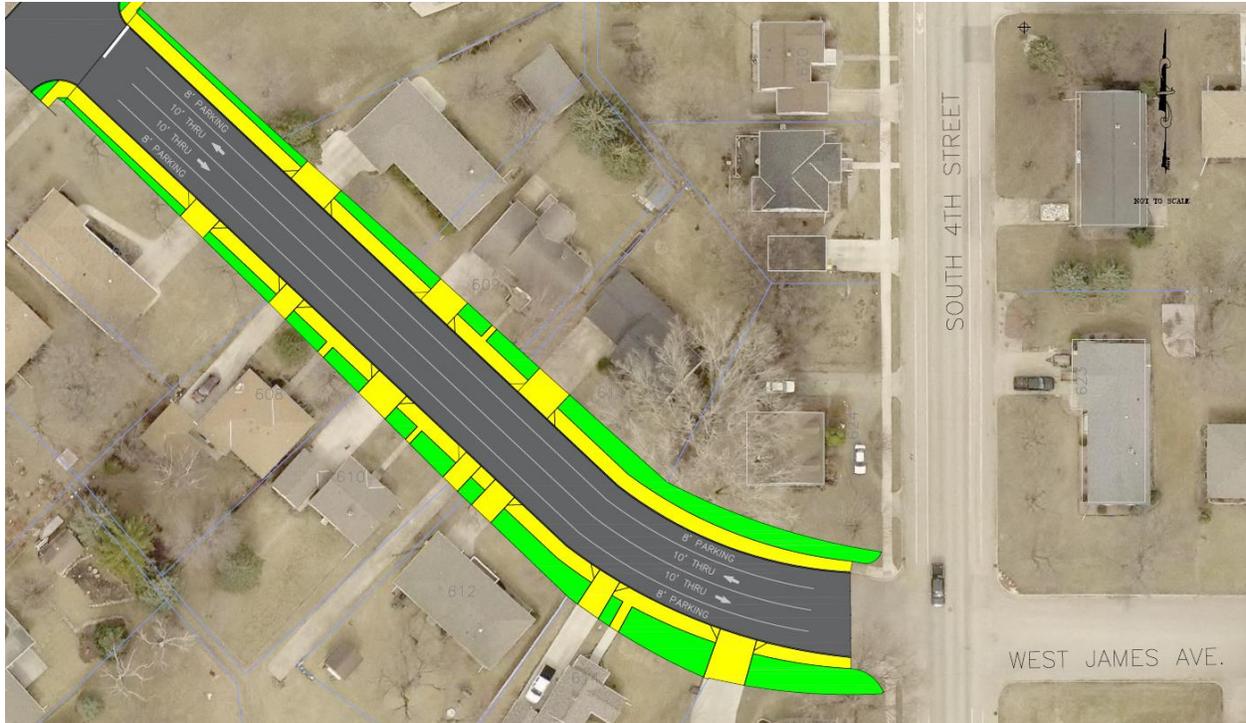
APPENDIX

PROJECT LIMITS

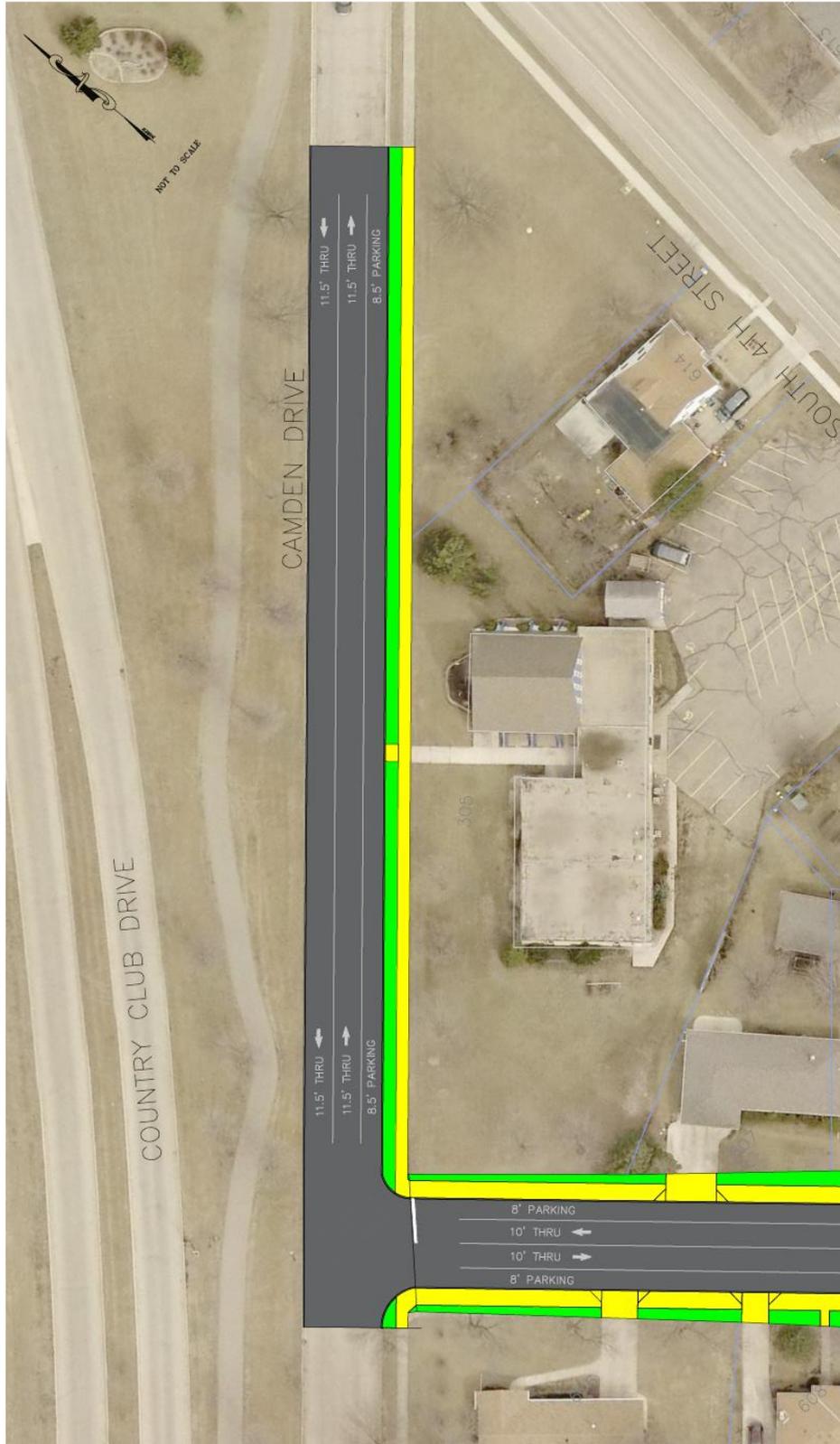


PROJECT LAYOUTS

James Avenue – Camden Drive to South 4th Street



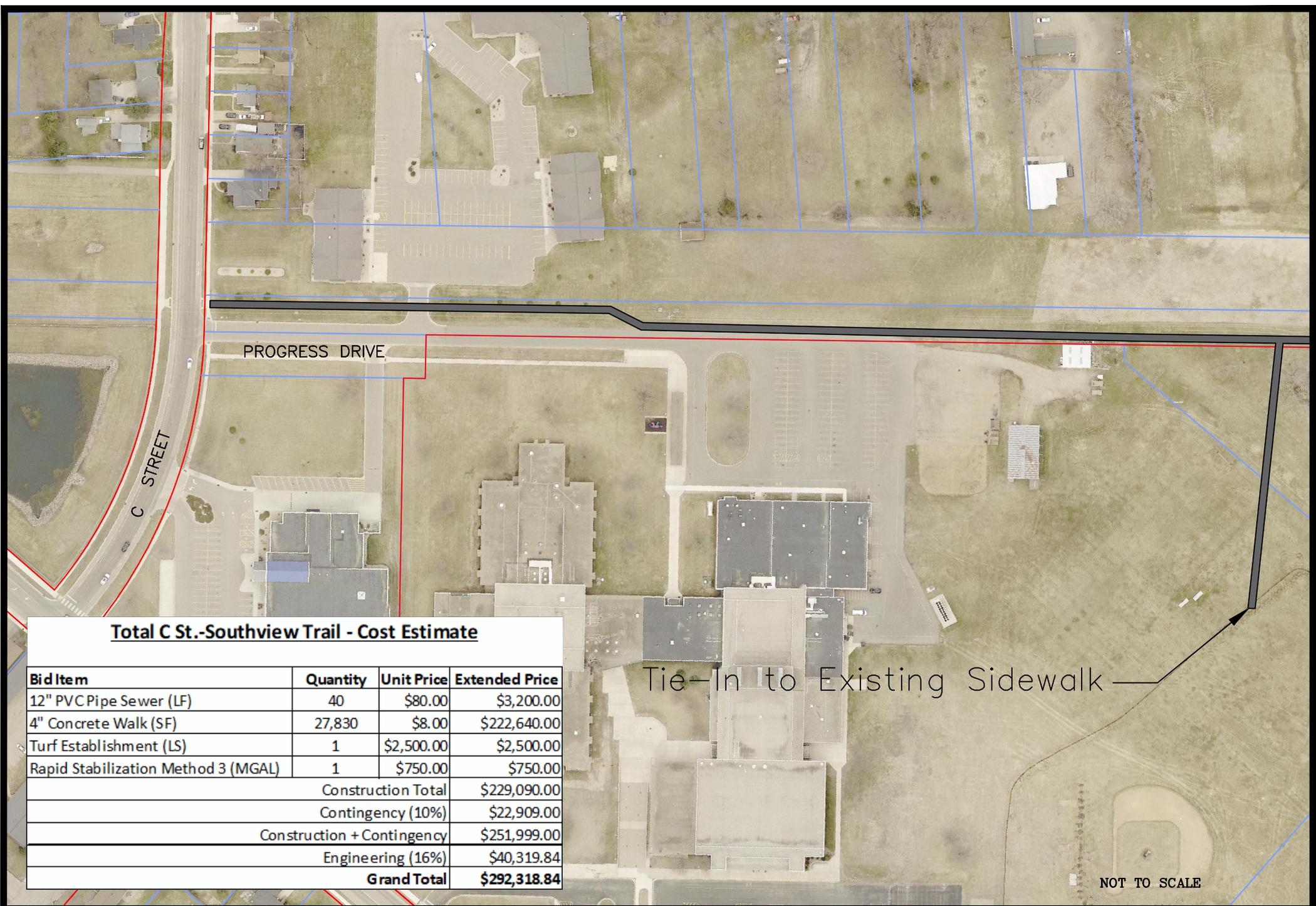
Camden Drive – James Avenue to South 4th Street





CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Transportation Alternatives Grant Letter of Intent.
Background Information:	<p>MnDOT District 8 is currently soliciting for 2025 Transportation Alternatives (TA) grant applications. The TA grant is an 80-20 grant to match program that provides funds for ped and bike facilities, historic preservation, Safe Routes to School, and more. The last project that the City had funded through this program was the RRFB school crossings project which is scheduled for construction in 2022.</p> <p>For several years there has been discussion about providing a direct trail link between trail at the intersection of C Street and Progress Drive down to Southview Drive. Included in the Council packet is a preliminary route and cost estimate to complete this work. With the new elementary school being constructed, now seems like a good time to investigate this option.</p> <p>City Engineering and Community Services Department staff have met with Marshall Public Schools staff to begin preliminary discussions about this project. At this point in time, City staff would propose a partnership that generally splits grant match costs with Marshall Public Schools, with the City providing engineering services. Preliminary cost estimates show a \$43,000 City cost participation and \$29,000 school district cost participation.</p> <p>There is no project commitment at this stage in the grant process. If the City submits a letter of intent, we are not bound to complete the application process. This is simply a preliminary step in the MnDOT Area Transportation Partnership (ATP) grant process to gauge preliminary interest and help assess projects for grant eligibility. Staff will need to come back to the City Council at a later date to request a resolution of support for submittal in the final grant application. Staff would propose to revisit with City Council once the grant application is generally completed but not yet submitted.</p>
Fiscal Impact:	There is no fiscal impact today. City staff will return for a resolution of support at a later meeting. If we are awarded a grant, we will be notified in Spring 2021. In today's dollars, our cost estimate for City participation is \$43,000 in cash with the City also providing the services for grant application, project design, project permitting, and construction administration.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize staff to submit the grant letter of intent and continue work on the full grant application for this project.



Total C St.-Southview Trail - Cost Estimate

Bid Item	Quantity	Unit Price	Extended Price
12" PVC Pipe Sewer (LF)	40	\$80.00	\$3,200.00
4" Concrete Walk (SF)	27,830	\$8.00	\$222,640.00
Turf Establishment (LS)	1	\$2,500.00	\$2,500.00
Rapid Stabilization Method 3 (MGAL)	1	\$750.00	\$750.00
Construction Total			\$229,090.00
Contingency (10%)			\$22,909.00
Construction + Contingency			\$251,999.00
Engineering (16%)			\$40,319.84
Grand Total			\$292,318.84

Tie-In to Existing Sidewalk

NOT TO SCALE

Item 15. 
CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Layout - Alternate 2

C Street-Southview Trail

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. 53322

DATE 10/14/2020 PROJECT NO. _____

DESIGNED BY _____ DRAWN BY JLD REVISIONS: _____

Page 106 03 OF 05

C St.-Southview Trail Mainline - Cost Estimate

Bid Item	Quantity	Unit Price	Extended Price
4" Concrete Walk (SF)	24,180	\$8.00	\$193,440.00
Turf Establishment (LS)	1	\$2,125.00	\$2,125.00
Rapid Stabilization Method 3 (MGAL)	1	\$637.50	\$637.50
Construction Total			\$196,202.50
Contingency (10%)			\$19,620.25
Construction + Contingency			\$215,822.75
Engineering (16%)			\$34,531.64
Grand Total			\$250,354.39

Tie-In to Existing Sidewalk

School Trail Leg - Cost Estimate

Bid Item	Quantity	Unit Price	Extended Price
12" PVC Pipe Sewer (LF)	40	\$80.00	\$3,200.00
4" Concrete Walk (SF)	3,650	\$8.00	\$29,200.00
Turf Establishment (LS)	1	\$375.00	\$375.00
Rapid Stabilization Method 3 (MGAL)	1	\$112.50	\$112.50
Construction Total			\$32,887.50
Contingency (10%)			\$3,288.75
Construction + Contingency			\$36,176.25
Engineering (16%)			\$5,788.20
Grand Total			\$41,964.45

Layout - Alternate 2

C Street-Southview Trail

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. 53322

DATE 10/14/2020

PROJECT NO.

DESIGNED BY
DRAWN BY JLD
REVISIONS:

Page 107

04 OF 05

Item 15.



CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

MARSHALL

NOT TO SCALE

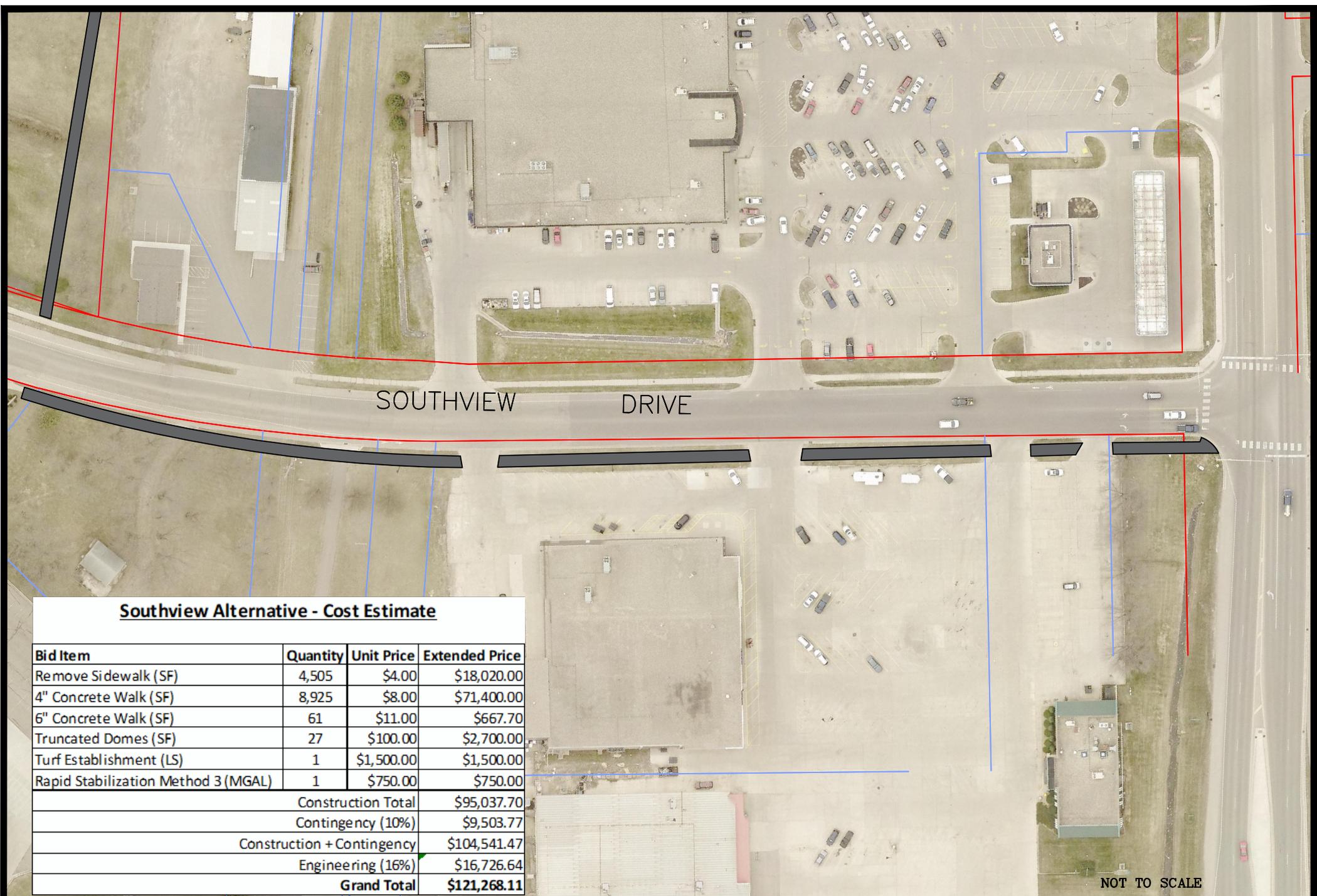
SOUTHVIEW

SOUTHVIEW COURT

COURT

SOUTHVIEW

WEST



SOUTHVIEW DRIVE

Southview Alternative - Cost Estimate

Bid Item	Quantity	Unit Price	Extended Price
Remove Sidewalk (SF)	4,505	\$4.00	\$18,020.00
4" Concrete Walk (SF)	8,925	\$8.00	\$71,400.00
6" Concrete Walk (SF)	61	\$11.00	\$667.70
Truncated Domes (SF)	27	\$100.00	\$2,700.00
Turf Establishment (LS)	1	\$1,500.00	\$1,500.00
Rapid Stabilization Method 3 (MGAL)	1	\$750.00	\$750.00
Construction Total			\$95,037.70
Contingency (10%)			\$9,503.77
Construction + Contingency			\$104,541.47
Engineering (16%)			\$16,726.64
Grand Total			\$121,268.11

NOT TO SCALE



CITY ENGINEERS OFFICE
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

Layout – Southview Alternative

C Street–Southview Trail

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. 53322

DATE 10/14/2020 PROJECT NO.

DESIGNED BY
 DRAWN BY JLD
 REVISIONS:
 Page 108
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CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	S.P. 4210-49RW Project - MN 68 Temporary Easements and Land Acquisition – Parcel 238B.
Background Information:	<p>MnDOT is proposing a 2022 MN 68 highway surfacing project between Minneota and Marshall that includes shoulder widening and ditch slope grading. To ensure adequate space for construction of their proposed improvements, the DOT is requesting temporary construction easements and fee acquisition of City owned property.</p> <ul style="list-style-type: none"> - MnDOT Parcel 238B, Diversion Channel Parcel #12A: MnDOT is proposing to pay the City \$9,200. This amount includes \$5,438 for 25'x150' of permanent property acquisition and \$3,762 for damages of loss of value to the property related to construction operations on or adjacent to these parcels. This parcel is owned by the City of Marshall. <p>The proposed temporary construction easement areas were reviewed by City Engineering and Assessing Department staff. City staff does not foresee any concerns with granting MnDOT their requested easements. Informational letters, appraisals and easements are attached for your review.</p>
Fiscal Impact:	The City of Marshall will receive \$9,200.00 in total.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	That the City Council authorize execution of the Warranty Deed for Parcel 238B, which also includes the Temporary Easement.

DISTRICT 8 Right of Way
2505 Transportation Rd
Willmar, MN 56201

Office Tel: 320-231-5195
Fax: 320-231-5168

September 23, 2020

City of Marshall
Attn: Mayor
City Hall
344 West Main St.
Marshall, MN 56258

State Project #: 4210-49RW
Control Section: 4210 (68=68) 901
Project Job #: TRW232621
County: Lyon
Parcel #: 238B
Prop. Address: Highway 68, Marshall, MN 56258

The State of Minnesota, acting through its Department of Transportation (MnDOT) will be purchasing a portion of your property for improvements to Highway 68. A parcel sketch, a legal description and a copy of the recorded plat are enclosed to help you identify the location of MnDOT's acquisition of your property.

The certified appraisal amount for this acquisition is listed on the enclosed letter signed by Joseph D. Pignato, Director of the Office of Land Management.

You will have a reasonable length of time to consider this offer. To help in making your decision, you may wish to obtain an appraisal by a qualified appraiser for the property or interest being acquired. You are entitled to reimbursement for reasonable costs of the appraisal up to a maximum of \$1,500 for a single or two family residential property and minimum damage acquisitions, or up to a maximum of \$5,000 for other types of property. The owner must submit to MnDOT the information necessary for reimbursement, including a copy of the owner's appraisal. Payment for the appraisal will be reimbursed within 30 days after MnDOT receives a copy of the appraisal and the enclosed Appraisal Reimbursement Claim form.

In considering your agreement with MnDOT's certified appraisal offer amount, we have enclosed three copies of Warranty Deed and three copies of Offer to Sell and Memorandum of Conditions for your signature. Please sign the Warranty Deed in the presence of a notary public.

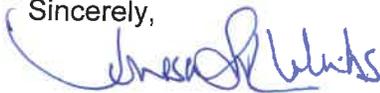
When the documents have been signed, please return two of each document to this office in the envelope provided. The remaining copies and other enclosures are intended for your use.

Due to regulations by the United States Internal Revenue Service (IRS) regarding the Tax Reform Act of 1986, MnDOT must furnish the IRS with Taxpayer Identification Numbers for all real estate transactions. To assist in this matter please complete the enclosed IRS form W-9 and return it to us with the signed documents. Unless this information is provided, no payment can be made.

We trust this matter will have your immediate attention as this parcel will be needed for the upcoming construction season. We look forward to receiving your acknowledgement of this

purchase offer and any comments you may have concerning the acquisition. Thank you for your time and consideration in this matter.

Sincerely,



Teresa Kluesner-Weihs
Real Estate Representative
651-370-3750
Teresa.Kluesner-Weihs@state.mn.us

Enclosures:

Conveyance Document(s)
Parcel Sketch/Plat
Acquisition Incidental Claim Form
Appraisal Reimbursement Claim Form

Guidebook
IRS W-9 Form
Return Envelope
Legal Description
Valuation Report

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

OFFER TO SELL AND
MEMORANDUM OF CONDITIONS

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 4210 (68=68) 901

Parcel: 238B

County: Lyon

Owners and addresses: City of Marshall, Attn: Mayor, City Hall, 344 West Main St., Marshall, Minnesota, 56258;

For a valuable consideration, on this _____ day of _____, _____ the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of _____ Dollars (\$ _____) a fee simple title to the real estate or an interest therein situated in Lyon County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 10 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State on ^{TW} ~~days after~~ the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said real estate shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a partial release of mortgage. The mortgage holder will be included as a payee along with the owners on the check drawn in payment for the property. Any fee charged by the mortgage holder for the partial release of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

CITY OF MARSHALL

By _____

Its _____

And _____

Its _____



(Address of Owner where acceptance is to be mailed.)

Control Section: 4210 (68=68) 901
 State Project: 4210-49RW
 Owner: City of Marshall

County: Lyon

Parcel Number: 238B
 Sheet 2 of 2
 Scale 1 inch = 80 ft.



C.S. 4210(68=68)901 S.P. 4210-49

SECTION 32, TOWNSHIP 112 NORTH, RANGE 41 WEST

PARCEL NUMBER	MN/DOT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	NEW T.H. R/W	BALANCE	TEMPORARY EASEMENT		PERMANENT R/W INTEREST
				SQ. FEET	SQ. FEET	SQ. FEET	SQ. FEET	EXPIRES	
238B	41-XX	CITY OF MARSHALL	PT. OF THE SE1/4 OF THE SW1/4	306298	3750	302548	4084	12/01/2025	FEE

WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____ C.S. 4210 (68=68) 901
Date: _____ Parcel 238B
County of Lyon

For and in consideration of the sum of _____ Dollars (\$ _____),
City of Marshall, a municipal corporation under the laws of the state of Minnesota, Grantor,
hereby conveys and warrants to the State of Minnesota, Grantee, real property in Lyon
County, Minnesota, described as follows:

All of the following:

That part of the Southeast Quarter of the Southwest Quarter of Section 32,
Township 112 North, Range 41 West, shown as Parcel 238B on Minnesota
Department of Transportation Right of Way Plat Numbered 42-37 as the same
is on file and of record in the office of the County Recorder in and for Lyon
County, Minnesota;

containing 3750 square feet, more or less;

together with other rights as set forth below, forming and being part of said Parcel
238B:

Temporary Easement:

A temporary easement for highway purposes as shown on said plat as to said
Parcel 238B by the temporary easement symbol, said easement shall cease on
December 1, 2025, or on such earlier date upon which the Commissioner of
Transportation determines by formal order that it is no longer needed for
highway purposes.

together with all hereditaments and appurtenances belonging thereto. Subject to mineral rights and utility easements of record, if any.

Check box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF MARSHALL

By _____

Its _____

And _____

Its _____



STATE OF MINNESOTA)
)SS.
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of City of Marshall, a municipal corporation under the laws of the state of Minnesota, on behalf of the corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the State of Minnesota, Department of Transportation, Legal and Property Management Unit, 395 John Ireland Blvd. St. Paul, MN 55155-1800

Send tax statements to Grantee:
State of Minnesota
Department of Transportation
District 8 Right of Way
2505 Transportation Rd
Willmar, MN 56201

OWNERS COPY

REAL ESTATE APPRAISAL REPORT

mn DEPARTMENT OF
TRANSPORTATION

S.P.: 4210-49RW
C.S.: 4210 (68=68) 901
Parcel: 4210-901-238B
Owner: City of Marshall
Parcel Address: Highway 68, Marshall, MN
56258
Appraiser: Alice Lenzmeier



MDV Report

May 6, 2020

Summary

State Project:	4210-49RW (TH 68) Parcel 4210-901-238B
Control Section:	CS/900: 4210 (68=68) 901
Owner:	City of Marshall
Address:	Xxx Highway 68, Marshall, MN 56264
County:	Lyon County
Parcel ID Number	27-625005-0
Legal Description:	PT OF THE SE ¼ OF THE SE ¼ SECTION 32, TOWNSHIP 112 NORTH, RANGE 41 WEST
Purpose:	Estimating a value of the proposed acquisition
Intended Users:	MnDOT
Entire Tract:	306,430 Square feet; 7.03 Acres
Improvements:	None
Zoning:	Commercial
Highest and Best Use:	As Vacant: Commercial As Improved: Continued Use as Commercial
Intended Acquisition:	A Fee Acquisition of 3,750 SF and A Temporary Easement over 5,182 SF from March 17, 2020 to 12/01/2025 or 69 months
Estimate of Compensation:	\$9,200.00(r)
Value Approach / Effective Date:	Sales Comparison Approach / March 17, 2020
Appraiser:	Alice Lenzmeier, MN Certified General Real Property Appraiser, Lic. No. 4000395

Property Appraised

The subject of this analysis is a 306,430 square foot commercial site along T.H. 68 in Minneota, Minnesota. The site is vacant and is part of the U.S. Army Corp of Engineer Diverson Project so the value of the land, as though vacant is appraised herein. There are no site improvements and landscape that will be impacted during construction.

Scope of Work

An MDV is an abbreviated appraisal of properties directly impacted by an acquisition for public right-of-way, whereby damages or compensation are estimated to be less than \$25,000, and is intended to comply with the Uniform Standards of Professional Appraisal Practice (USPAP), the MnDOT Right-of-way Manual and Minnesota Statutes, Ch. 117. The appraiser has retained data in the work file that supports the conclusions stated, herein.

The appraiser has taken the following steps to estimate compensation to the subject property.

1. Inspected the subject on March 17, 2020.
2. Gathered and analyzed data related to the physical characteristics of the subject property.
3. Reviewed and relied on comparable sales included in this report.
4. Selected appropriate comparable sales and prepared a sales comparison approach to estimate the value of the subject based on the conditions of the subject both before and after the acquisition has occurred.

Exposure and Marketing Period

Typical exposure time (listing period) of the subject is estimated to be six to twelve months and an additional two to three months for escrow and closing time is estimated.

Purpose / Intended Use / Intended Users

The purpose of this appraisal is to provide an opinion of the loss in the subject property market value resulting from a proposed partial acquisition. The intended use of the appraisal is to assist the Minnesota Department of Transportation (MnDOT) in purchasing the proposed acquisition from the property owner. The intended users of the report are officials of MnDOT.

Sale History

There have been no recorded sales of the subject property in the past five years.

Flood Zone

Part of the subject may be in a flood hazard zone as it has a Diversion project on it. The portion that is the Diversion project is subject to flood. The balance is not subject to flood as per Lyon County Floodway maps dated July 2010.

Subject Description. Before the Acquisition

The subject is a 306,430 square foot triangular shaped site with a level topography at street grade. The property fronts on Trunk Highway No. 68 at the western edge of Marshall, MN. The site does not have an address assigned. The subject site is zoned commercial. The subject's highest and best use is as the ongoing current use as a commercial site available for development. The Lyon County estimated market value of the subject is \$56,600 allocated to land.

Acquisition Description

There is fee acquisition of 3,750 that is 155' +/- x 25' +/- or 3,750 square feet. The fee acquisition is adjacent east of the access area of the site.

In addition, there will be 5,182 square feet of temporary easement that generally is 10' outside of the fee acquisition area. It measures 35' x 65'; 10' x 155' and 20' x 130' +/- or 5,182 square feet along the northern edge of the subject site and adjacent south of the existing right of way for T.H. 68 for a period of 69 months or 5.75 years. The temporary easement is through December 1, 2025.

There are no site improvements in the acquisition area.

Subject Description. After the Acquisition

Following the acquisition the subject site size will be the same 302,680 square feet of which 5,182 square feet will be encumbered by a temporary easement for 69 months or until December 1, 2025. The acquisition will not effect the subject's highest and best use, which remains the same after the acquisition.

Sales Information

The subject is a city of Marshall site that is available for commercial development per city officials and it is allowed under the present zoning per city officials and per the zoning map. All of the following vacant commercial lot sales are current and from similar small cities. Lyon County and all contiguous counties were searched. Several potential sales were found, verified when possible, inspected and the following were deemed to be the most appropriate for the subject property. The following information is taken from Mn Department of Revenue eCRVs submitted and verified by county assessors. A relatively narrow range of \$.82/SF to \$2.23SF were found. Based on these sales, and giving most weight to Sale # 3, located in Lyon County in Cottonwood, the market value of the subject is \$1.45/SF. Given that the acquisitions are taken in square feet the price per square foot is presented and used here.

Sale 1

Parcel ID: 24-0384000

Buyer: Schlangen Custom Cabinets, Inc

Seller: Loren E. Dittman Revocable Trust

Location: xxx Meeker Drive, Eden Valley

DOS: 2/20/2018

Price: 22,5000 - WD

Size: 28,301 SF

Pr/SF: \$1.50

Comments: This commercial lot is accessed via a service road and visible from the highway. It was joined to the adjacent property and since the sale has been developed. The buyer indicated that he believed that he paid market price.

Sale 2

Parcel ID: 95-498-0020

Buyer: Stacy's Nursery, Inc.

Seller: Marcus Real Estate and Investments, LLC

Location: xxx Highway 12 East, Willmar, MN

DOS: 5/23/2019

Price: \$210,000 - WD

Size: 2.83 acres; 123,231 SF

Pr/SF: \$1.70

Comments: This is a commercial lot that will be developed with a retail nursery.

Sale 3

Parcel 22-010008-9

Buyer: Jason Fischer and Wendy Fischer

Seller: Terry Lange and Mendy Lange

Location: 190 East 4th St, Cottonwood, MN

DOS: 5/14/2019

Price: \$15,000 - QCD

Size: 18,300 SF

Pr/SF: \$.82

Comments: This commercial site is located in a business park accessed via a service road and visibility to the State Highway 23.

Sale 4

Parcel ID: 88-217-0140; 88-127-0150

Buyer: BCD Rentals LLC

Seller: Redwood Falls Industries, Inc.

Location: 1779 & 1782 E Bridge Street, Redwood Falls, MN

DOS: 17/24/2018

Price: \$33,000 - WD

Size: 0.34 acres; 14,810 SF

Pr/SF: \$2.23

Comments: This site is composed of two platted commercial lots accessed via a service road from the main highway. Located behind the platted lots is the local airport. The businesses near the subject are primarily service businesses.

The sales are all considered to be good sales. They are all current and located relatively close to the subject. Sale #3 which is located in Lyon County in Cottonwood is given the most weight. Based on these commercial sales the subject market value is \$1.45/SF.

Sale #	PID #	Address	Sales Price	Size/SF	Price/SF	Date of Sale
1	24-0284000	Xxx Meeker Ave, Eden Valley	\$22,500	28,301SF	\$1.50	2/20/2018
2	95-498-0020	Xxx Highway 12 E., Willmar, MN	\$210,000	123,231 SF 2.83 Ac	\$1.70	5/23/2019
3	22-010008-9	190 East 4 th St, Cottonwood	\$15,000	18,300 SF	\$.82	5/14/2019
4	88-217-0140; 88-217-0150	1779/1781 E Bridge St, Red Wood Falls	\$33,000	14,810 SF	\$2.23	7/24/2018

After reasonable consideration, adjustments were applied providing an estimated unit value of \$1.45 square foot. The subject is 306,430 SF +/- and subject amenities are similar to the comparables found. Attachments at the end of this report included a parcel sketch, legal description of the temporary easement, photographs of the subject and temporary easement area and a map of the comparables. Further details of the sales above are retained in the appraiser's work file.

Fee Acquisition Area

The fee acquisition are is 155' +/- x 25' or 3,750 square feet. It is located along the southern edge of the existing right of way adjacent east of the access to the property. The subject's conformity to the underlying zoning remains unchanged. The value of the fee acquisition is based on the estimated market value of the subject at \$1.45 per square foot. The compensation of the fee acquisition is estimated to be \$1.45 x 3,750 square feet.

$$\$1.45/\text{SF} \times 3,750 \text{ SF} = \$5,437.50$$

Temporary Easement Area

The temporary easement is 5,182 square feet as shown on MnDOT Plat 42-37 encumbered for construction purposes for 69 months or 5.75 years. The compensation is measured by "land rent," or a return on the value of the land to be encumbered.

Prior to accounting for the value impact of the temporary easement, the land to be encumbered with the TE has a value of \$1.45/SF. Based on consideration of current rates of return for various investments with varying degrees of risk, it is concluded that a 9.00% annual rate of return, or land rent, is applicable. In determining the total rent due, the land rent is treated as though it would be payable in monthly installments (at the beginning of each month) during the period of the temporary easement.

The total amount of the monthly payments is converted to a net present value, since all of the rent is being paid up front in one lump sum. The analysis employs a relatively safe annual discount rate of 1.75%.

Compensation for the temporary easement area is calculated as follows:

Temporary Easement Area		5,182SF
Value (unencumbered fee value per SF)	x	<u>\$1.45</u>
Market Value (unencumbered) of TE Area		7,513.90
Annual Rate	x	9.00%
Annual Rent		\$ 676.25
Monthly Rent (\$676.12/12)		\$ 56.35
Present Value Factor (69 months @ 1.75)	x	<u>65.69</u>
Estimated Value of Temporary Easement		\$ 3,701.63

Site Improvement Damaged Within the Acquisition Area

None

Allocation of Damages

The subject will be impacted by fee acquisition and a temporary easement. Compensation associated with the acquisitions have been estimated and is summarized below.

Fee Acquisition	\$ 5,438.00
Temporary Easement	\$ 3,702.00
Recommended Compensation	\$ 9,200.00 (r)

CERTIFICATE OF APPRAISERS.P.: 4210-49RWParcel: 4210-901-238B

That on 3/17/2020, I personally inspected the property herein and that the property owner representative, Glen Olson, did not accompany me on the field inspection.

- I have personally made a field inspection of the subject and used the comparable sales found in the Project Comparable Sales Book relied upon in making this valuation.
- That to the best of my knowledge and belief the statements contained in this valuation are true and the information upon which the opinions expressed herein is correct.
- That I understand that such valuation is to be used in connection with the acquisition of right of way for a transportation improvement to be constructed by the acquiring agency and that such valuation has been made in conformity with the appropriate state laws, regulations, policies, and procedures applicable to the valuation of right of way for such purposes.
- In making this valuation, I have disregarded any increase or decrease in the before value caused by the project for which the property is being acquired.
- That neither my employment nor my compensation for making this valuation and report are in any way contingent upon the values reported herein.
- That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property valued.
- That I have no direct benefit or indirect present or contemplated future personal interest in the subject property or in any way benefit from the acquisition of the subject property rights.
- That I will not reveal the findings and results of such valuations to anyone other than the proper officials of the acquiring agency until authorized to do so, or until I am required to do so, by due process of law, or released from this obligation.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the report within the three year period immediately preceding acceptance of this assignment.
- My independent opinion of fair market value for the property rights as of 3/17/2020 is \$9,200.00(r), and that this conclusion, as set forth in this MDV Report, was reached without collaboration or direction.

Appraiser

**Alice
Lenzmeier**

Digitally signed by

Alice Lenzmeier

Date: 2020.05.06

16:21:20 -05'00'

Date: 5/6/2020

MN Certified General Real Property
Appraiser, Lic: 4000395

Approval:


Date: 5-10-2020**Ron Lambert**

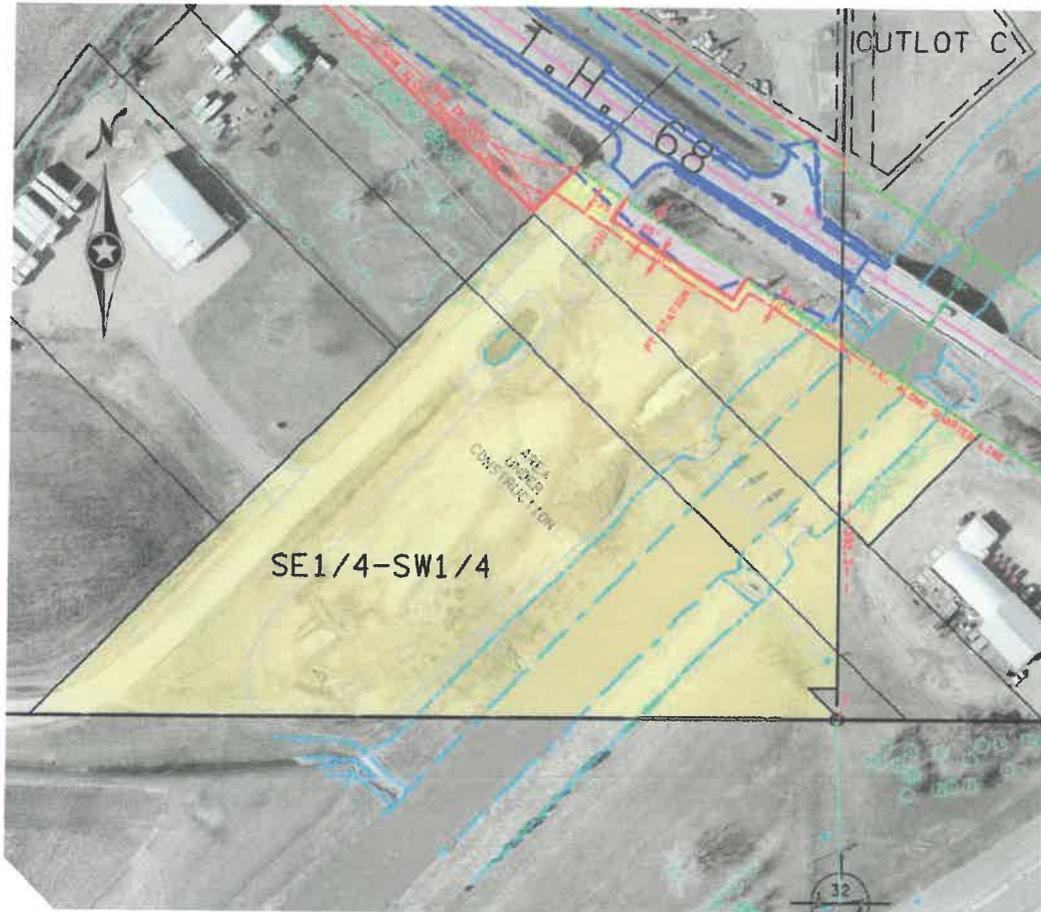
MnDOT RE Specialist Supervisor

MN Certified General - License # 4000592

Control Section: 4210 (68=68) 901
 State Project: 4210-49RW
 Owner: City of Marshall

County: Lyon

Parcel Number: 238B
 Sheet 1 of 2
 Scale 1 inch = 150 ft.



C.S. 4210(68=68)901 S.P. 4210-49

SECTION 32, TOWNSHIP 112 NORTH, RANGE 41 WEST

PARCEL NUMBER	MN/DOT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS		BALANCE		TEMPORARY EASEMENT		PERMANENT R/W INTEREST
				SG. FEET	SG. FEET	SG. FEET	SG. FEET	SG. FEET	EXPIRES	
238B	42-37	CITY OF MARSHALL	PT. OF THE SE1/4 OF THE SW1/4	306430	3750	302680	5182	12/01/2025	FE	

Layout sketch by Ryan Jaeger

Created on December 17, 2019

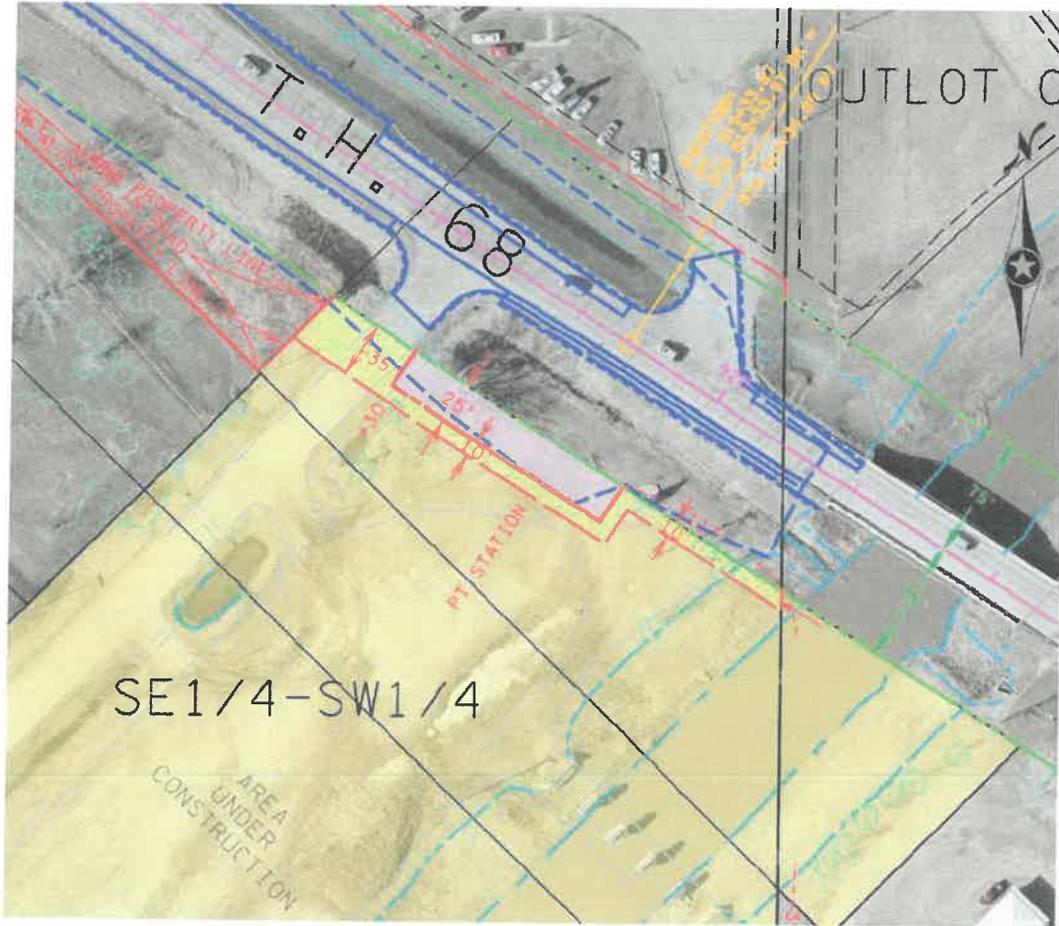


RIGHT OF WAY PARCEL LAYOUT

Control Section: 4210 (68=68) 901
 State Project: 4210-49RW
 Owner: City of Marshall

County: Lyon

Parcel Number: 238B
 Sheet 2 of 2
 Scale 1 inch = 80 ft.



C.S. 4210(68=68)901 S.P. 4210-49

SECTION 32, TOWNSHIP 112 NORTH, RANGE 41 WEST

PARCEL NUMBER	MN/ODT PLAT	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT	NEW T.H.	BALANCE		TEMPORARY EASEMENT		PERMANENT R/W INTEREST
				#17#0400	R/W	SQ. FEET	SQ. FEET	SQ. FEET	EXPIRES	
2388	42-37	CITY OF MARSHALL	PT. OF THE SE1/4 OF THE SW1/4	306430	3750	302680	5182	12/01/2025	FEE	

Layout sketch by Ryan Jaeger

Created on December 17, 2019

March 23, 2020
4210-901-238B

FEE ACQUISITION

Parcel 238B C.S. 4210 (68=68) 901

S.P. 4210-49RW

All of the following:

That part of the Southeast Quarter of the Southwest Quarter of Section 32, Township 112 North, Range 41 West, shown as Parcel 238B on Minnesota Department of Transportation Right of Way Plat Numbered 42-37 as the same is on file and of record in the office of the County Recorder in and for Lyon County, Minnesota;

containing 3750 square feet more or less;

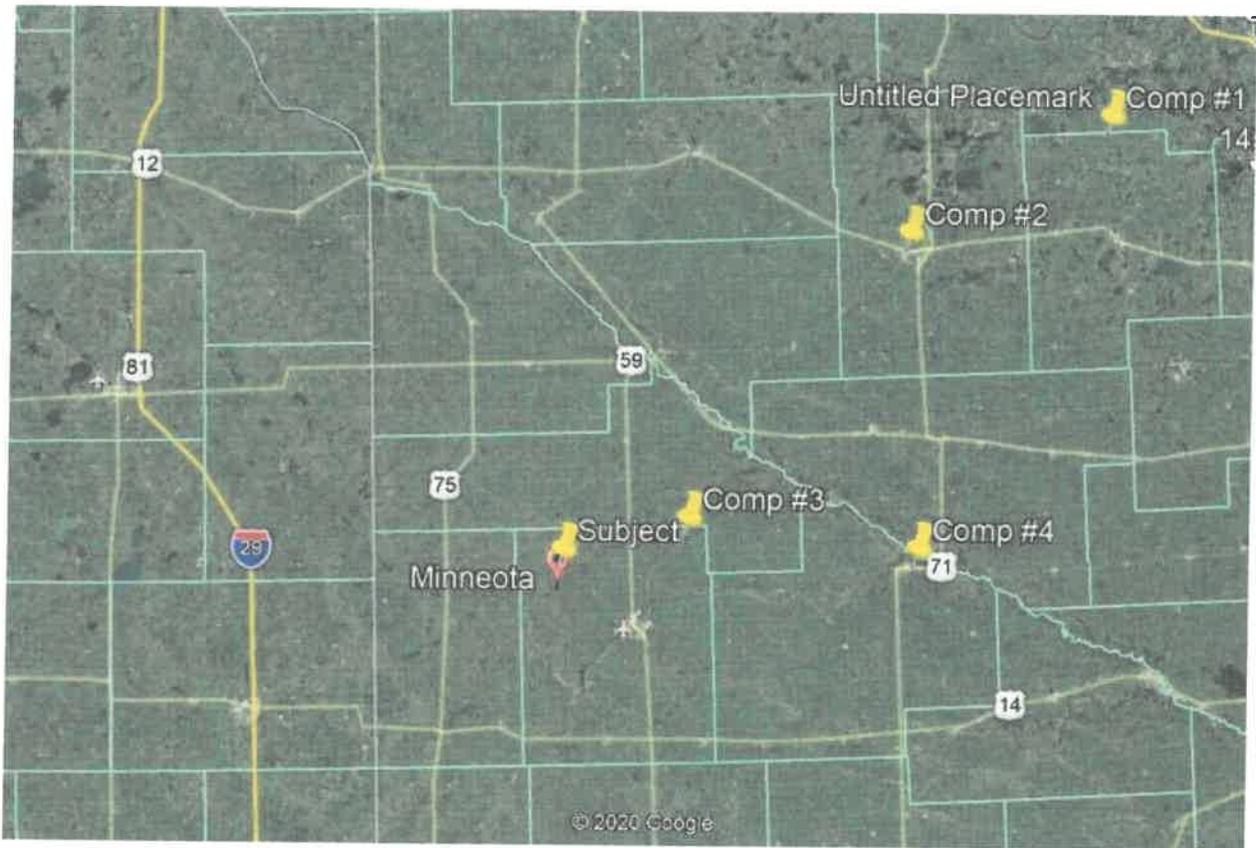
together with other rights as set forth below, forming and being part of said Parcel 238B:

Temporary Easement:

A temporary easement for highway purposes as shown on said plats to said Parcel 238B by the temporary easement symbol, said easement shall cease on December 1, 2025, or on such earlier date upon which the Commissioner of Transportation determines by formal order that it is no longer needed for highway purposes.



Commercial Lot Sales Map



Flood Map



4,000 Feet
Miles

FEMA Data	
Floodway	Base Flood Elevation
1% Annual Flood Chance	Hydraulic Structures
0.2% Annual Flood Chance	

Subject Photographs



Front View South from T.H. 68



View East along T.H. 68



View West along T.H. 68

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Approve Resolution No. ____, Second Series regarding accepting low quotation and authorizing James Lozinski Construction Inc. to proceed with residing a shed and installing a door on a storage building at Liberty Park.
Background Information:	<p>Parks Department has requested quotations for labor related to the installation of a door and residing a shed on a facility in Liberty Park. James Lozinski Construction Inc. submitted a labor quotation for said job in the amount of \$2,885.00. That quotation was the lowest solicited quotation.</p> <p>Minnesota Statutes indicate that City officials cannot bid on City contracts, subject to various exceptions. Minnesota Statutes §471.88 subd. 5 indicates that City officials can provide quotes for City projects if formal bidding is not required. If City official submits the low quotation, the contract can be awarded to a City official upon filing of an affidavit from the City official acknowledging the conflict of interest with a statement indicating that the quoted bid is as low or lower than other quoted prices. In addition, City Council must then approve the quotation by unanimous vote approving the resolution.</p> <p>Attached is affidavit from Council Member James Lozinski acknowledging the conflict of interest. Additionally, a proposed resolution is also attached accepting the low quotation and authorizing that James Lozinski Construction Inc. to proceed with the installation of the project as quoted. Staff recommends approval of the resolution.</p>
Fiscal Impact:	Cost of \$2,885.00 to reside a shed and install a door on a storage facility in Liberty Park.
Alternative/ Variations:	None recommended.
Recommendations:	Approve Resolution No. ____, Second Series regarding accepting low quotation and authorizing James Lozinski Construction Inc. to proceed with installation of steel to a roof located on a facility in Justice Park.

Affidavit of Official Interest in Claim

(under Minnesota Statutes, Sections 471.88, Subd. 5 and 471.89, Subd. 3)

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

I, James Lozinski, being duly sworn state the following:

- 1) I am a duly elected Member of the City Council in and for the City of Marshall, Minnesota.
- 2) That I am an employee and officer of James Lozinski Construction, Inc. and have submitted a bid to provide labor reside a shed and install a door on a storage building in Liberty Park.
- 3) That my quotation provided by my company is in the amount of \$2,885.00.
- 4) That at such time the quotation for labor was provided, I have the following personal financial interest in the company providing that quotation: I am an employee and officer of James Lozinski Construction, Inc.

To the best of my knowledge and belief, the contract quoted price is as low as, or lower than the price for which the same or similar product could be obtained by the City of Marshall.

I further state that this affidavit constitutes a claim against the City of Marshall for the contract price, that the claim is just and correct, and that no part of the claim has been paid.

James Lozinski

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

Subscribed and sworn to before me this ____ day of October 2020.

Notary Public

RESOLUTION NO. _____, SECOND SERIES

RESOLUTION ACKNOWLEDGING CONFLICT OF INTEREST OF ELECTED OFFICIAL

WHEREAS, the City of Marshall Parks Department has solicited quotations for the cost of labor regarding the residing of a shed and installation of a door on a storage building at Liberty Park, City of Marshall; and

WHEREAS, elected official James Lozinski has acknowledged a conflict of interest in that he is an employee of a company that has provided a low quotation for labor related to the Liberty Park work as set forth above; and

WHEREAS, said elected official James Lozinski has submitted an affidavit acknowledging the conflict of interest as in compliance with Minnesota Statutes §471.88 subd. 5 and in compliance with Minnesota Statutes §471.89 subd. 3.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That the public disclosure of the conflict of interest by an elected official as required by Minnesota Statutes §471.89 subd. 3 has been provided and is made part of the record hereof; and
2. That elected official James Lozinski has abstained from voting on the matters related to quotation of a labor bid for the installation of steel at a Justice Park facility in the City of Marshall and is further required to abstain from any and all future quotes and discussions related to said project.
3. That all provisions as required by Minnesota Statutes §471.88 subd. 5 have been complied with and the City hereby accepts the quotation from James Lozinski Construction, Inc. for labor costs related to the residing of a shed and installation of a door on a storage building at Liberty Park in the amount of \$2,885.00, is hereby accepted notwithstanding conflict of interest.

Unanimously Passed and Adopted by the Council this ____ day of October, 2020

CITY OF MARSHALL

By: Robert J. Byrnes
Its: Mayor

ATTEST:

By: Kyle Box
Its: City Clerk

THIS INSTRUMENT WAS DRAFTED BY:

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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	CLOSED SESSION
Type:	INFO
Subject:	Acknowledgement of a Closed Meeting for Labor Negotiations Strategy.
Background Information:	13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY. At 4:00 P.M., a closed meeting was held at the Minnesota Emergency Response and Training (MERIT) Center.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

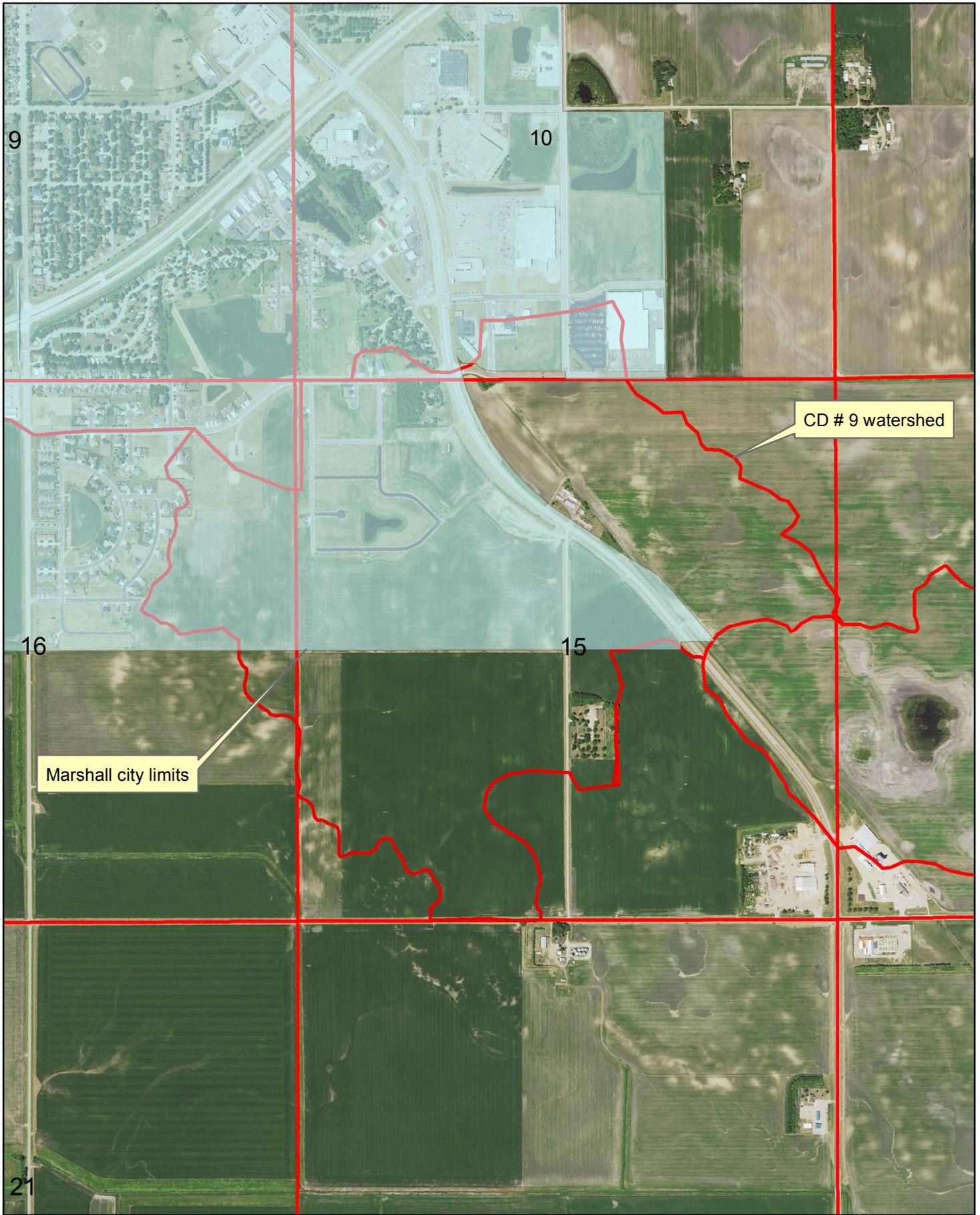
**CITY OF MARSHALL
AGENDA ITEM REPORT**

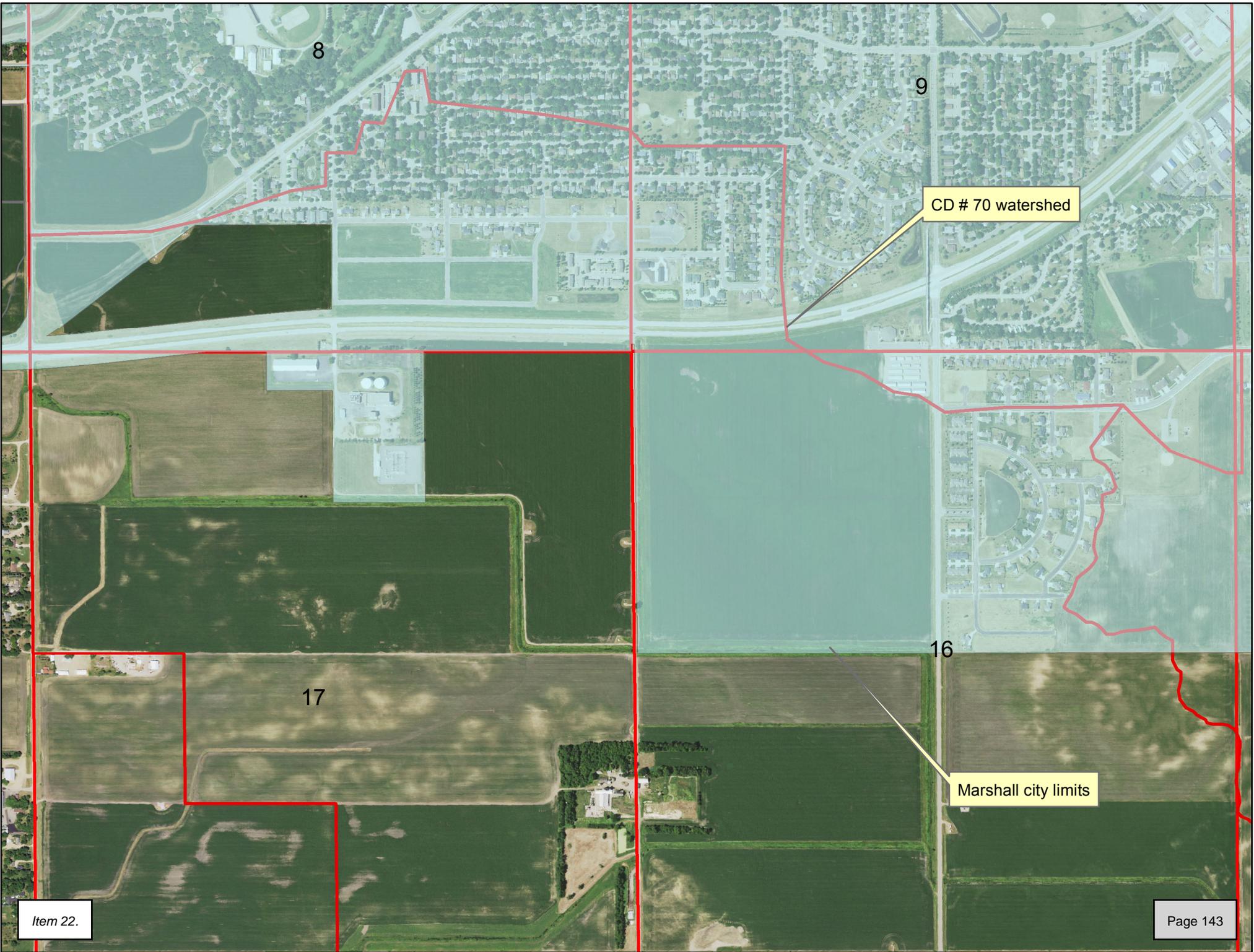
Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer - Airport Commission, MERIT Center Board, City Council-County Board-Library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



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 27, 2020
Category:	STAFF REPORTS
Type:	INFO
Subject:	Update on CD 9 and CD 70 Ditch Benefit Redeterminations.
Background Information:	<p>On October 13 Lyon County held a final hearing for redetermination of benefits on County Ditch (CD) 9. The City of Marshall has land included in the CD 9 watershed; the watershed map is included in the packet. The city's responsibility for ditch benefits is proposed at \$12,340.69. As opposed to allowing each individual property inside Marshall city limits to be assessed for ditch benefits, the City Surface Water Management Utility will fund these ditch maintenance costs.</p> <p>On October 22 Lyon County held a final hearing for redetermination of benefits on County Ditch (CD) 70. The City of Marshall has land included in the CD 70 watershed; the watershed map is included in the packet. The city's responsibility for ditch benefits is proposed at \$31,661.52. As opposed to allowing each individual property inside Marshall city limits to be assessed for ditch benefits, the City Surface Water Management Utility will fund these ditch maintenance costs.</p> <p>These costs are not due every year. The County will reassess ditch maintenance benefits again in the future once County staff determines that more funds are needed to continue ditch maintenance operations.</p> <p>No action is required from the Council at this point in time. The cost figures presented above are subject to small changes once the ditch benefits report is finalized. This is just an informational item to inform the Council that the City of Marshall is properly identified by the County as receiving ditch benefits in these redetermination hearings. City staff can report back once final numbers are received.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendation:	





8

9

CD # 70 watershed

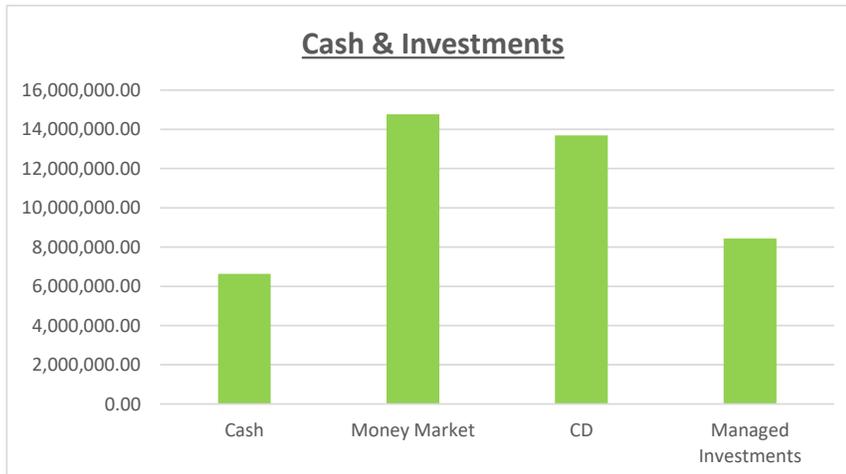
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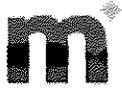
17

Marshall city limits

City of Marshall, Minnesota
Cash & Investments
9/30/2020

	Balance	Interest Rate
CASH & INVESTMENTS:		
Checking -Bremer	6,639,433.16	0.00%
Money Market - Bremer	7,006,554.69	0.14%
Money Market - Bank of the West	3,377,413.71	0.25%
Money Market - US Bank	4,111,551.72	0.07%
Money Market - Wells Fargo	269,888.50	0.02%
Certificate of Deposit (10/18/2020) 18 months	1,000,000.00	2.56%
Certificate of Deposit (10/18/2020) 18 months	1,000,000.00	2.56%
Certificate of Deposit (10/18/2020) 18 months	1,000,000.00	2.56%
Certificate of Deposit (12/2/2020) 3 months	5,000,000.00	0.35%
Certificate of Deposit (3/2/2021) 6 months	3,000,000.00	0.45%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.75%
Certificate of Deposit (8/30/2021) 2 Years	245,000.00	1.85%
Certificate of Deposit (9/12/2022) 3 Years	245,000.00	1.80%
Certificate of Deposit (3/14/2022) 2 Years 6 months	245,000.00	1.70%
Certificate of Deposit (9/20/2021) 2 Years	245,000.00	1.70%
Certificate of Deposit (9/13/2021) 2 Years	245,000.00	1.80%
Certificate of Deposit (3/18/2021) 18 Months	245,000.00	1.75%
Investment Portfolio - General Fund	2,745,343.84	
Investment Portfolio - Wastewater Capital Reserve	3,570,952.76	
Investment Portfolio - Endowment Fund	2,114,315.08	
TOTAL CASH & INVESTMENTS	<u>43,530,453.46</u>	





MARSHALL

BUILDING PERMIT LIST
October 27, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
LOCK PROP LLC	1608 COLLEGE DR E	INTERIOR & EXTERIOR REMC	327,000.00
JAMES LOZINSKI CONSTRUCTION INC.	129 F ST	EXTERIOR REMODEL	9,200.00
JAMES LOZINSKI CONSTRUCTION INC.	202 B ST	EXTERIOR REMODEL	3,000.00
Schaffran Garage Door LLC	1109 SKYLINE DR	OVERHEAD GARAGE DOOR	1,000.00
BABCOCK CONSTRUCTION	404 6TH ST N	Windows	12,000.00
ACE HOME & HARDWARE	801 SCOTT CIR	NEW BUILDING	399,000.00
BABCOCK CONSTRUCTION	424 6TH ST N	DECK	2,000.00
BABCOCK CONSTRUCTION	207 GEORGE ST	EXTERIOR REMODEL	17,700.00
GESKE HOME IMPROVEMENT CO.	1305 PINEHURST RD	WINDOWS / DOORS	2,400.00
JAMES LOZINSKI CONSTRUCTION INC.	114 PARK AVE	RE-SIDING	2,500.00
STIEPER, DIANE L	610 ADOBE CIR	OVERHEAD GARAGE DOOR	3,400.00



PLUMBING PERMIT LIST
October 27, 2020

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Coequyt Plumbing & Heating LLC	1425 COLLEGE DR E	WATER HEATER	5,000.00
Coequyt Plumbing & Heating LLC	1201 SUSAN DR	WATER HEATER	5,000.00

**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
OCTOBER 14, 2020**

MEMBERS PRESENT: Don Edblom, Brady Carstens, Mike Fox, Bruce Knieff, Cathy Lee
MEMBERS ABSENT: Amanda Schroeder
OTHERS PRESENT: Glenn Bayerkohler, Jason Anderson, Ilya Gutman

1. The meeting was called to order by Chairman Edblom at 5:39 pm.
2. Edblom asked for the approval of the minutes of the September 9, 2020, regular meeting of the Marshall Planning Commission. FOX MADE A MOTION, SECOND BY KNIEFF, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.
3. Gutman explained the owner desires to build a detached garage next to his house with its front wall located about 20 feet in front of the house front wall. However, the Ordinance prohibits any accessory structures being built closer to the street than the house, except gazebos on larger lots. This provision's goal, in staff's opinion, is to provide uniformity and avoid often unsightly accessory buildings, which may be storage sheds with cheap finishes, being the focus of a property, which may reduce surrounding properties' values. To grant a variance, City Ordinance and State Statutes require the presence of practical difficulties. The term "practical difficulties," as used in connection with granting a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance, the plight of the landowner is due to circumstances unique (usually something related to physical characteristics of the property not allowing to comply with the Ordinance) to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. The Findings of Fact based on the League of Minnesota Cities explains each item listed above in details. The existing lot is large, like all adjacent lots, and the garage can be shifted back 20 feet to meet the Ordinance requirements. No other house in the area has a detached garage or other accessory building located in front of the house, so the area's character will be altered by the garage construction. Based on the above information, staff does not believe that there are any practical difficulties in this case and therefore recommends that the variance be denied. Staff recommend denial to the City Council of the request by Charles R Aufenthie for a Variance Adjustment Permit to build a garage in front of the main building. Aufenthie further described his property and stated that if he were to move garage back 20 feet to be even with the house, it will interfere with his porch in the back. Unlike his neighbors, who don't look out and have a great view of the golf course, he wants to maintain a golf course view from his porch. He would also like to bring it up to the part of the driveway that they back out into coming out of the existing garage, so they would not have the extra expense of making another 20-ft. driveway. Aufenthie stated he understands the variance procedure and the rules, but he is just trying to do it for an expense reason and also a visual reason for down the road on sale of home. Gutman indicated reasoning for ordinance wording is to prevent unsightly construction. Aufenthie indicated there is still 170 feet to Country Club Drive and he would make it look nice. Gutman stated that he had given a general reason for ordinance existence, not for this particular property, but indicated this particular request does not technically meet the conditions of granting a variance according to the Ordinance and staff must follow the rules. Anderson referred to Sec. 86-163 of the ordinance and said the recommended denial of the variance request is due to garage not in conformance with this ordinance section, which is the subject of discussion. Aufenthie indicated

--UNAPPROVED --

he would be willing to go 10 feet in front of the house instead of 20 feet to make it not as unsightly to the ordinance or the variance rule and whatever the committee would decide; he is just trying to not block any further visual of the golf course. Fox indicated he drove by and is ok with layout and if homeowner wants to make his property more marketable, he would be in support of this proposal. Knieff indicated he would be in favor also. Lee drove by also and requested clarification for location of garage. Aufenthie said they want to use existing asphalt to save some money on driveway. Lee said that she also was in favor. Edblom questioned if Aufenthie moved back garage, how far back could it be moved and still not obstruct view from porch. Aufenthie said as you look out, you look onto the green of Hole #3, so as you move back you can visualize of what is being blocked but he is fine with a couple of feet, but wants to preserve gorgeous view down the road. Edblom inquired to Gutman if proposed garage sticks out 20 feet past house. Gutman confirmed and indicated the material consideration or the money should not be taken into account. Edblom asked Aufenthie to confirm he would be OK with moving proposed garage back 10 feet. Aufenthie indicated he may be ok with that and if he could have committee or City staff come over and take a look at it. Edblom inquired if garage would have similar look to existing structure. Aufenthie indicated yes. Aufenthie reiterated 10 feet would be acceptable. Edblom offered suggestions to move garage back some and still preserve view of porch. Edblom suggested they could approve with conditions, including limiting projection. Anderson indicated they may table and bring back to another meeting or move forward tonight with an approval of what Aufenthie is requesting or an approval of no more than 10 feet projection. Knieff questioned validity of discussing 10 foot difference and suggested approval as requested. Edblom indicated a variance will be required no matter what for construction and he was not opposed to Aufenthie trying to make property more aesthetic and if moving building back 5, 8 or 10 feet accomplishes Aufenthie goal, Commission should make it more in line with zoning ordinance. LEE MADE A MOTION, SECOND BY FOX, to close the public hearing ALL VOTED IN FAVOR OF THE MOTION. Carstens asked Gutman to confirm that neighbors had called in. Gutman indicated one neighbor had called and that they objected because of not wanting anything in the open space; they were not able to attend the meeting. Lee asked if garage would block the caller's view. Gutman indicated opinion of the neighbors is not ever a determining factor, and the Planning Commission should follow ordinance and not the opinion of neighbors, which is to maybe bring up some specific circumstance that we may not be aware of; he said Planning Commission shall follow ordinance as to how and when the ordinance allows granting the variance and what ordinance requires for construction and what ordinance requires in order for you to be able to grant a variance. FOX MADE A MOTION, SECOND BY KNIEFF to recommend approval to the City Council of the request by Charles R. Aufenthie for a Variance Adjustment Permit for building a detached garage next to his house with its front wall located about 20 feet in front of the house front wall. Edblom asked if they need a reason to approve or only if we deny. Anderson said there is no legal requirement but it is highly recommended to ensure operating in a repeatable fashion and set precedence, whichever you choose to put out there. Edblom asked to confirm the motion and provide a reason. Fox said aesthetic improvement and property value improvement that is not going to harm anyone. Knieff said with all the trees, the neighbors will not see the garage. Bayerkholer asked Ilya regarding LMC information and what it says about written statement supporting approval. Gutman indicated the finding of facts addresses each issue. Anderson said it is recommended to do so. Fox reiterated it is recommended and not required. Bayerkholder stated that if you are going to recommend something, shouldn't you have some justification, even if it not required; wouldn't it be a good idea to indicate to the Council why you thought it should be approved. Edblom said he wants to ensure Commission covers all the bases. Fox stated he believes this is a unique property and the owner wants to improve the property and the City should not get in the way. Edblom called for a vote on the motion. ALL VOTED IN FAVOR OF THE MOTION.

--UNAPPROVED --

4. Gutman advised this is a request by Vesta, LLC, Marshall, MN to rezone 512 Continental Street from A Agricultural District to R-1 One Family Resident District. This lot is adjacent to residential area and will be used for a single-family house. Staff recommend approval to the City Council of the request to rezone property at 512 Continental Street from A Agricultural District to R-1 One Family Resident District. Anderson added that this one lot is the plat of Carr Estates Fifth Addition, and the final plat was approved at the City Council meeting on October 13, 2020 LEE MADE A MOTION, SECOND BY CARSTENS to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. CARSTENS MADE A MOTION, SECOND BY LEE to recommend to City Council to rezone the property as recommend by staff. ALL VOTED IN FAVOR OF THE MOTION.
5. Other Business - Knieff relayed to the group that the Veteran's Memorial Park Inauguration will be held at 11am on Thursday, October 15, 2020 with a Fagen flyover at noon.
6. A MOTION WAS MADE BY Lee, SECOND BY Knieff to adjourn the meeting. ALL VOTED IN FAVOR. Chairman Edblom declared the meeting adjourned.

Respectfully submitted,
Lona Rae Konold

2020 Regular Council Meeting Dates

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

5:30 P.M.

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

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2020 Uniform Election Dates

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

¹ 204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY. Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, county board of commissioners, city council, or town supervisors shall conduct a meeting

between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.

Upcoming Meetings

October

- 10/27 Closed Work Session, Labor Relations, 4:00 PM, MERIT Center
- 10/27 Regular Meeting, 5:30 PM, MERIT Center
- 10/27 Budget Work Session, Equipment Review, 7:00 PM (or immediately after the regular meeting), MERIT Center

November

- 11/10 Special Meeting, City Admin. Review, 4:30 PM, MERIT Center
- 11/10 Regular Meeting, 5:30 PM, MERIT Center
- 11/12 Special Meeting, Election Canvassing Board, 3:00 PM, MERIT Center
- 11/24 Regular Meeting, 5:30 PM, MERIT Center

December

- 12/8 Regular Meeting, 5:30 PM, MERIT Center
- 12/8 TNT Hearing, 6:00 PM (During regular meeting), MERIT Center
- 12/22 Regular Meeting, 5:30 PM, MERIT Center