



CITY OF MARSHALL

City Council Meeting

A g e n d a

Tuesday, July 23, 2024 at 5:30 PM

City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Regular Meeting and Work Session Held on July 9th

PUBLIC HEARING

2. New On-Sale Liquor License for Sazon Catracho, LLC 1) Public Hearing for Liquor License; 2) Consider Granting Liquor License for Sazon Catracho, LLC
3. Proposed Increase in Liquor License Fees 1) Public Hearing on Fees; 2) Consider Resolution Adopting Fees
4. Franchise Agreement with Minnesota Energy Resources 1) Public Hearing for Natural Gas Franchise; 2) Consider Adoption of Ordinance Granting Franchise

CONSENT AGENDA

5. Preliminary Plat of Ag Plus Swenson Addition – Introduction of Preliminary Plat
6. Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1057504 (S.P. A4201-107) (AIG 3-27-0056-020-2024) for SRE Construction Site Development
7. Consider Approval for a Temporary Liquor License for the VFW
8. Consider Approval of a LG230 Off-Site Gambling Permit for the American Legion
9. Transfer 3.2% Off-Sale and Tobacco License to 727 Inc. (Freedom Gas Station)
10. Consider a Resolution Calling for a Public Hearing on Proposed Assessments for Unpaid Services, Ice, Snow and Weed Elimination
11. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

12. Authorize the Advertisement of Bids for the New Proposed Marshall Aquatic Center
13. Adult Community Center Update
14. Tall Grass Liquor Annual Report
15. Tall Grass Agreements for Canning, Photograph Use, and Fiscal Agent
16. Consider Adoption of Ordinance Amending the Salaries of Mayor and Councilpersons

COUNCIL REPORTS

17. Commission/Board Liaison Reports
18. Councilmember Individual Items

STAFF REPORTS

19. City Administrator
20. Director of Public Works/City Engineer
21. City Attorney

INFORMATION ONLY

22. Cash and Investments
23. Variance Adjustment Permit for a Reduced Side Yard at 1309 East College Drive
24. Planning Commission Minutes
25. Building Permits

MEETINGS

26. Upcoming Meetings

ADJOURN

Councilmember Schafer will be attending virtually from a public location at 2668 Peachtree Rd., Statesville, NC 28625

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.

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, July 23, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting and Work Session Held on July 9th
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meetings held on July 9th be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, July 09, 2024**

The regular meeting of the Common Council of the City of Marshall was held July 9, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, Steve Meister, John Alcorn, James Lozinski and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Preston Stensrud, Park & Rec Supervisor; Karla Drown, Finance Director; Eric Hanson, Assistance City Engineer; Quentin Brunsvold, Fire Chief; and Steven Anderson, City Clerk.

Consider Approval of the Minutes from the Regular Meeting Held on June 25th

There were no requests to amend the minutes from June 25th.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve the minutes. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment

The project consisted of reconstruction and utility replacement on West Lyon Street from East College Drive to North Fifth Street, and North Third Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North Third Streets. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other minor work. Assessment interest rate was calculated using the most recent bond interest rate and adding 2% for administrative costs. Per City Finance Department, the 2023A Bonding had a True Interest Cost of 3.27% for the Street Improvements, plus 2%, resulted in a 5.27% interest rate for Special Assessments. The term of the assessment repayment was proposed by staff to be eight years. The City doesn't possess a formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term. Dereck Deutz, owner of Columbia Imports located at 256 West Main Street spoke to the council during the comment portion of the public hearing. Mr. Deutz questioned his assessment amount of \$39,716.78. Director Anderson provided a breakdown of the assessments and explained that the unique layout of Deutz' property and being on a corner meant that the distribution on frontage was proportionately higher than other properties.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to continue the public hearing specifically regarding the property located at 256 West Main Street on August 12, 2024. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve Resolution 24-065 adopting assessments for Project ST-009 except the property located at 256 West Main Street identified as Parcel 27-677104-0.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Utility Vehicle for the Fire Department

The Fire Department requested bids for a very generic Utility Task Vehicle to encourage competition. Four bids were received with the lowest coming from Action Sports for a 2024 Polaris Ranger 1000 EPS for \$18,737.00. Brunsvold did mention that Kesteloot Enterprises for an additional \$19.73 would have a two-year warranty on a Kubota RTVXG850 while Action was a one-year warranty. Councilmembers discussed maintenance and how often a warranty would be used.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to accept the low bid from Action Sports for \$18,737.00 for the purchase of a 2024 Polaris Ranger 1000 EPS. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Approval of the Consent Agenda

There were no requests to remove an item from the consent agenda for additional discussion.

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

- Call for Public Hearing for a New On-Sale Liquor License for Sazon Catracho, LLC
- Call for Public Hearing to Consider Granting a Franchise Agreement with Minnesota Energy Resources and Introduction of the Ordinance
- Consider Liability Coverage – Waiver for 2024-2025 League of Minnesota Cities Insurance Trust Property/Casualty and Liability Insurance
- Consider Approval to Allow Holy Redeemer Church to Hold a Raffle on September 28
- Consider Approval to Allow Holy Redeemer Church to Hold a Raffle on December 31
- Consider Approval of the Bills/Project Payments

City of Marshall 2023 Audit

Prior to the regular council meeting a work session was held where Nancy Schulzetenberg of BerganKDV presented the City of Marshall 2023 Audit. Director Moberg reported that there was an unmodified opinion which is the best opinion that an auditor can offer and no written findings were found.

Motion made by Councilmember Meister, Seconded by Councilmember Alcorn to accept the City of Marshall 2023 Audit from BerganKDV. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Card Reader/Key FOB Entry System at the Fire Station

Chief Brunsvold explained the 2024 CIP included \$15,000 toward the addition of adding a key FOB entry system to four apparatus bay doors at the Marshall Fire Station. The Fire Station had a mechanical door code punch entry system that had to be manually adjusted any time there was a resignation, termination, or retirement. In the last 10 years, the Marshall Fire station and the former “North Ambulance” building had been added to the city fiber-optic network which would reduce the cost of the project as the Fire Station can “piggyback” off the system in place at City Hall and be administrated internally. Each staff member would be issued a FOB, that is dedicated to that staff person only. At the time of resignation, termination or retirement, the key FOB could be turned off, without needing to manually change every door on the fire station and would immediately remove access to the building. One bid by the current vendor of this technology was obtained, because the system wasn’t interchangeable with other equipment on the market. The Fire Station had added a larger 48 port network switch, and the previous 24 port switch was placed in the former North Ambulance building for the addition of the same entry system in the future. The former ambulance building was used for the equipment of the Hazardous Materials Response Team (formerly Chemical Assessment Team), Marshall Fire Department technical rescue team equipment and supplemental storage equipment for the Parks Department. Councilmember Lozinski asked about spare keys and Councilmember Meister asked about unauthorized entry. The proposal from Living Connected was for \$21,308.21 and with the low bid utility vehicle some of the additional savings would be used towards the entry system. The additional \$4,045.21 would be covered by CIP fund balance, according to Director of Administrative services, E.J Moberg.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to accept the bid from Living Connected to allow the Marshall Fire Department to install a Card Reader/FOB Entry System at the Fire Station. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Meister, Councilmember Lozinski. The motion **Carried. 5-2.**

Consider Approval of Amendment #3 Between Stockwell Engineers and the City of Marshall for the Marshall Aquatic Center to Facilitate Donor Splash Pad Enhancements

Administrator Hanson explained the city of Marshall had been in contact with a potential donor of the proposed Aquatic Center in the amount of \$100,000. The donor specified that their intention was to sponsor enhancements to the splash pad and wished to remain anonymous. These donor enhancements, when discussed with Stockwell, meant anticipated costs estimated near \$175,000. The city went back to the donor to discuss reducing the enhancements to align with their donation of \$100,000. The resulting enhancement meant additional engineering and design considerations. Waterplay Solutions and Stockwell Engineering presented a short slideshow highlighting the proposed enhancements to make the splash pad unique to Marshall. Water jets of variable height, timing, and lighting were to be added that could also act as a show like fountain plazas that could be found in Las Vegas. The additional \$18,000 of design work was included in the donation amount.

Motion made by Councilmember Schroeder, Seconded by Councilmember Schafer to approve Amendment #3 with Stockwell Engineering for Splash Pad Enhancements. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Adoption of Joint Airport Zoning Ordinance – Chapter 86, Article 86-VII

The Joint Airport Zoning Board (JAZB) met for a public hearing on the proposed SW MN Regional Airport Zoning Ordinance on September 5, 2023. At that meeting, the JAZB recommended approval of the proposed airport zoning ordinance and authorized the submittal to MnDOT Aeronautics for review. Following the meeting, TKDA staff submitted the ordinance and supporting documents to MnDOT-Aeronautics for review and consideration. MnDOT agreed that the JAZB made efforts to comply with MN State Statutes and that proper steps were taken, and the Director of MnDOT Aeronautics approved the airport zoning ordinance. The final step of the process for the JAZB was to adopt the airport zoning ordinance on February 6, 2024. City staff believed that it was necessary to include the airport zoning ordinance within the city zoning ordinance. Since the new Airport Zoning Ordinance would become a part of the City Zoning Ordinance (Article 86-VII), State Statutes required the Planning Commission to hold a public hearing which was held on June 12, 2024. In conjunction with the new airport zoning, the main city Zoning Map was also being revised by adding three airport safety zones: A, B, and C. After final approval by the Council, all safety zones would be added to the official City zoning map.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to adopt Ordinance 24-013 Adding Article VII Airport Safety Zoning. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project – Consider Change Order No. 7 (Final) and Acknowledgement of Final Pay Request (No. 12)

The project consisted of reconstruction and utility replacement on West Lyon Street from East College Drive to North Fifth Street, and North Third Street from West Main Street to West Redwood Street. All utilities were replaced, including watermain, sanitary sewer, and storm sewer on West Lyon and North Third Streets. Other items of work included in the project were pavement removal, aggregate base, concrete surfacing, sidewalks, curb and gutter, streetscaping, and other

minor work. Change Order No. 7 resulted in a contract decrease in the amount of -\$109,011.60. Final Pay request No. 12 in the amount of \$39,368.94 resulted in a total contract amount of \$3,777,763.22, a net decrease of -\$67,734.09 from the original contract amount of \$3,845,497.31.

Motion made by Councilmember Meister, Seconded by Councilmember Alcorn to approve Change Order No. 7 (final) and acknowledge Final Pay Request No. 12 in the amount of \$39,368.94 to R&G Construction of Marshall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Firm Gas Service Extension Agreement with Great Plains Natural Gas - Airpark East

The city was constructing a snow removal equipment and maintenance building (SRE building) in the Airpark East development area at the Southwest Minnesota Regional Airport. City staff had been working with Great Plains Natural Gas (GPNG) to coordinate an extension of gas main into Airpark East to serve the new SRE building. In addition, the gas main would be available to serve the newly constructed private hangar and any future development in Airpark East. To service Airpark East, GPNG intended to extend gas main from existing facilities located at the northwest quadrant of Channel Parkway and MN 19. The extension would run parallel with the Diversion Channel and would be located on Diversion Channel property, before heading into Airpark East at Madrid Circle. The preliminary estimate for city participation cost in the gas main extension was \$57,386. Actual cost would vary depending on contractor bids to GPNG. The city had budgeted \$90,000 in SRE project funding for electric and gas infrastructure to serve the building. Mayor Byrnes commented that Great Plains policy on extending gas lines in residential areas was a limitation for development and Councilmember Lozinski also mentioned that other gas companies that he had worked with take on the costs themselves instead of requiring homeowners to front costs.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to authorize execution of Firm Gas Service Extension Agreement with Great Plains Natural Gas. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

Consider Approval of Amendment to Final Lease Agreement with Adult Basic Education (ABE) Program Extending the Agreement Effective August 1, 2024 through August 31, 2024.

Adult Basic Education (ABE) had requested an extension to their lease agreement. The SMSU Social Sciences Building was under construction to accommodate alternate education space for the Marshall School District that was to be finished the beginning of August. Due to further construction needed, a delay had occurred with final construction occurring through August and it was anticipated that Adult Basic Education would be able to occupy SMSU space September 1, 2024. ABE was allocated space in the EDA Suite located on the second floor of City Hall during construction.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adopt Resolution 24-066 authorizing the extension of the lease agreement with ABE and the City of Marshall until August 31, 2024, and authorizing temporary delegation of lease extension authority to the City Administrator until January 31, 2025, or until the lessee no longer wishes to extend the lease, whichever occurs first. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Lozinski. Voting Abstaining: Councilmember Moua-Leske. The motion **Carried. 6-0-1.**

Salaries and Compensation of Mayor and Councilpersons

Chapter 2, Sec. 2.07 of the City of Marshall Charter required that salaries of the Councilmembers and Mayor be discussed as an agenda item at the first council meeting in July of each year. After said discussions, the council shall set and determine said salaries in accordance with the applicable state law. Minnesota State Statute 415.11 allows for the governing body fix their own salaries by ordinance in such amount as they deem reasonable. No change in salary shall take effect until after the next succeeding municipal election. In 2022, City Council adopted Ordinance 22-008

setting council salaries for 2023 and 2024 using a 3% increase. Councilmember Meister brought up the comparisons to other cities of similar size and to attract individuals to these public positions’ compensation was needed.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to increase Councilmember and Mayor salaries by 3% for 2025 and 2026 and to introduce Ordinance 24-015. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Commission/Board Liaison Reports

Byrnes	No report.
Schafer	No report.
Meister	No report.
Schroeder	Public Housing received a lead-based paint report, and none were found. Housing was also working on new policies.
Alcorn	No report.
Moua-Leske	The Library Board approved the 2025 preliminary budget. DEI Commission discussed recruitment and retention for commission members.
Lozinski	No report.

Councilmember Individual Items

Councilmember Lozinski commented on garbage trucks and possible ordinance amendments that should be looked at.

Councilmember Moua-Leske attended the League of Minnesota Cities Conference and found her time to be enjoyable and learned much.

City Administrator

No report.

Director of Public Works/City Engineer

Provided updates on the following projects: Mill & Overlay, MN 23 lift station, Lyon Circle and Independence Park back parking lot.

City Attorney

No report.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 6:36 PM Motion made by Councilmember Moua-Leske, Seconded by Councilmember Schroeder to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

CITY OF MARSHALL
WORK SESSION
M I N U T E S
Tuesday, July 09, 2024

The work session of the Common Council of the City of Marshall was held July 9, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 4:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, Steve Meister, John Alcorn, James Lozinski and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson; City Administrator; Pamela Whitmore, City Attorney; E.J. Moberg, Director of Administrative Services; Karla Drown, Finance Director; and Steven Anderson, City Clerk.

Presentation of the City's 2023 Audit

Nancy Schulzetenberg of BerganKDV presented the City of Marshall 2023 Audit. Marshall Municipal Utilities and the Marshall Housing Authority were not included in the audit as they were audited by other firms, whose reports were given to BerganKDV. Schulzetenberg reviewed the components of an audit, revenues and expenditures of the general fund, and general fund actual vs budgeted amounts. Schulzetenberg also reviewed the Municipal Liquor Store, wastewater, and surface water enterprise funds. The City of Marshall financial statements in the unmodified opinion of BerganKDV were in accordance with GAAP and no written findings were needed.

Adjournment

At 4:59 PM Mayor Byrnes adjourned the meeting.

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 23, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	New On-Sale Liquor License for Sazon Catracho, LLC 1) Public Hearing for Liquor License; 2) Consider Granting Liquor License for Sazon Catracho, LLC
Background Information:	Attached is an application for an On-Sale and Sunday Liquor License for Sazon Catracho located at 1404 East College Drive (former Four Seas location). City Ordinance and State law only allow one liquor license per address. The Four Seas Restaurant prior to 2018 possessed a wine license and after 2019 stopped renewing.
Fiscal Impact:	N/A
Alternative/ Variations:	None recommended
Recommendations:	To 1) Close the public hearing 2) Approve the Combined On-Sale and Sunday Intoxicating Liquor License for Sazon Catracho, LLC.

Intoxicating Liquor License Application

Type of License (Select all that apply)	Fee
<input checked="" type="checkbox"/> On-Sale Liquor	\$3000
<input checked="" type="checkbox"/> On-Sale Sunday	\$200
<input type="checkbox"/> 3.2% On-Sale Malt Liquor	\$250
<input type="checkbox"/> 3.2% Off-Sale Malt Liquor	\$90
<input type="checkbox"/> Brewer Taproom/Growler	\$500
<input type="checkbox"/> Wine	\$600
<input type="checkbox"/> Club	\$275

Minnesota Tax ID: _____

Federal Employer ID: _____

Social Security/ITIN: _____
(if an individual)

Date of Birth if applying
as an Individual: _____

Legal Name

Sazon Catracho, LLC

Business Name (dba)

Sazon Catracho

Business Address

1404 E. College Dr.

Mailing Address (if different than business address)

Phone

Email

Proof of Worker's Compensation Insurance Coverage

Insurance Company: _____

Dates of coverage: _____

Policy Number: _____

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)

*All applicants must attach or email a certificate of liability insurance with **liquor liability coverage** that corresponds with the license period (January 1 - December 31). If the period covered does not match, a comment that "liquor liability is continuous until canceled" must be noted. Certificates can be emailed to steven.anderson@ci.marshall.mn.us

Section 2: Employees

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

Name: Swany yesenia Ramos Castillo

Name: Yany Reyes Milla

Address: 1003 W 4th St Marshall MN 56258

Address: 309 Homan Ave Monticello

Phone: _____

Phone: _____

Position/Title: Presidenta

Position/Title: vice

Is alcohol awareness training provided for staff on alcohol service techniques? Yes ☒ No ☐

Item 2. How often is the training provided: once per year

Intoxicating Liquor License Application

Section 3: Corporations

If the licensee is a corporation, partnership or LLC, complete the following for each partner/officer:

Partner/Officer Name (First Middle Last)	DOB	SSN #	Home Address
Swany yesenia Ramos-Castillo			1003 North St Marshall MN
Yony Reyes Milla			309 Homa Ave Montevideo
Partner/Officer Name (First Middle Last)	DOB	SSN #	Home Address
Partner/Officer Name (First Middle Last)	DOB	SSN #	Home Address
Partner/Officer Name (First Middle Last)	DOB	SSN #	Home Address

If more than five partner's or officers please attach as a list.

Scan the QR code to view the City of Marshall Ordinance pertaining to Alcoholic Beverages



City of Marshall, Minnesota

Combined On-Sale & Sunday Liquor

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

Sazon Catracho, LLC dba

Sazon Catracho,

For an **Combined On-Sale & Sunday Liquor License** at **1404 E. College Dr.**
from **July 23, 2024 - December 31, 2024**, subject

to the provisions of the Ordinances of the City of Marshall governing such license.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **July 23, 2024**

Mayor

Attest:

City Clerk

(Seal)

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Proposed Increase in Liquor License Fees 1) Public Hearing on Fees; 2) Consider Resolution Adopting Fees
Background Information:	<p>MN Statute §340A.408 Subd. 3a. require a public hearing be held for fee increases for on-sale/off sale 3.2 percent malt liquor and intoxicating liquor and that all affected licensees of 3.2 percent malt liquor and intoxicating liquor be mailed a notice at least 30 days before the date set for the hearing. On June 12, 2024 all affected license holders were sent notice of the fee increase and public hearing date.</p> <p>Liquor fees were last adjusted in 2018 to increase the Brewer Tap Room fee from \$250 to \$500 and to lower On-Sale Liquor from \$4,200 to \$3,000. A public hearing was not held regarding these adjustments in 2018 because Brewer fees did not fall under the requirements of §340A.408 and a decrease in fees also did not meet the requirements under §340A.408 Subd. 3a.</p> <p>There are currently 14 businesses with an intoxicating liquor license, 11 businesses that hold a 3.2 percent off-sale malt liquor license, 3 businesses that possess a 3.2 percent on-sale malt liquor license, and 2 with an on-sale wine license.</p> <p>The Ways and Means Committee and Staff recommended the following increase: On-Sale Intoxicating Liquor: \$500 increase to \$3,500. 3.2% Malt Liquor Off-Sale: \$60 increase to \$150. 3.2% Malt Liquor On-Sale: \$50 increase to \$300. Temporary Liquor License 1-3 Day: \$45 increase to \$75.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To 1) Close the Public Hearing and 2) Approve Resolution 24-067 adopting new liquor new license fee to be effective for 2025 licenses.

Location	Population	Liquor License	Beer Off-Sale	Beer On-Sale	Brewer Taproom	Growler	Temp On-Sale	Investigation Fee
🏠 Anoka, Minnesota	17,921	\$ 5,000.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 150.00	\$ 100.00	\$160-\$550
🏠 Buffalo, Minnesota	16,168	\$ 3,800.00	\$ 60.00	\$ 200.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 300.00
🏠 Hutchinson, Minnesota	14,599	\$ 2,000.00	\$ 300.00	\$ 425.00	Not on Fee Schedule	Not on Fee Schedule	\$ 75.00	\$ 375.00
🏠 Brainerd, Minnesota	14,395	\$ 3,300.00	\$ 25.00	\$ 200.00	\$ 500.00	\$ 300.00	\$ 135.00	\$ 100.00
🏠 Alexandria, Minnesota	14,335	\$ 3,600.00	\$ 375.00	\$ 375.00	\$ 375.00	Not on Fee Schedule	\$ 100.00	\$ 500.00
🏠 North Mankato, Minnesota	14,275	\$ 3,750.00	\$ 100.00	\$ 275.00	Not on Fee Schedule	Not on Fee Schedule	\$ 200.00	\$ 500.00
🏠 New Ulm, Minnesota	14,120	\$ 3,000.00	\$ 100.00	\$ 250.00	\$ 400.00	Not on Fee Schedule	\$ 100.00	\$ 250.00
🏠 Fergus Falls, Minnesota	14,119	\$ 2,500.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 25.00	\$ -
🏠 Worthington, Minnesota	13,947	\$ 3,000.00	\$ 100.00	\$ 300.00	Not on Fee Schedule	Not on Fee Schedule	\$ 150.00	\$ 250.00
🏠 Marshall, Minnesota	13,628	\$ 3,000.00	\$ 90.00	\$ 250.00	\$ 500.00	No Charge	\$ 30.00	No Charge
🏠 Rogers, Minnesota	13,295	\$ 8,000.00	\$ 250.00	\$ 500.00	\$ 300.00	\$ 200.00	\$ -	\$ 1,000.00
🏠 Mounds View, Minnesota	13,249	\$ 3,000.00	\$ 200.00	\$ 800.00	\$ 800.00	\$ 200.00	\$ 120.00	\$ 350.00
🏠 Waconia, Minnesota	13,033	\$ 4,000.00	\$ 150.00	\$ 300.00	\$ 300.00	\$ 350.00	\$ 150.00	\$ 200.00
🏠 Vadnais Heights, Minnesota	12,912	\$ 3,300.00	\$ 150.00	\$ 175.00	\$ 600.00	\$ 380.00	\$ 75.00	\$ 300.00
🏠 Cloquet, Minnesota	12,568	\$ 2,500.00	\$ 25.00	\$ 125.00	\$ 300.00	Not on Fee Schedule	\$ 50.00	\$ 100.00
🏠 St. Peter, Minnesota	12,066	\$ 2,500.00	\$ 155.00	\$ 305.00	Not on Fee Schedule	Not on Fee Schedule	\$ 30.00	\$ 250.00
Average		\$ 3,515.63	\$ 156.56	\$ 315.94	\$ 429.17	\$ 263.13	\$ 99.38	\$ 319.64
🏠 Willmar, Minnesota	21,015	\$ 4,000.00	Not on Fee Schedule	\$ 150.00	\$ 150.00	\$ 150.00	\$ 100.00	\$ 125.00
🏠 Redwood Falls, Minnesota	5,102	\$ 2,750.00	\$ 175.00	\$ 250.00	Not on Fee Schedule	Not on Fee Schedule	\$ 125.00	\$ 109.75
🏠 Cottonwood, Minnesota	1,149	\$ 1,500.00	Not on Fee Schedule	Not on Fee Schedule	Not on Fee Schedule	Not on Fee Schedule	Not on Fee Schedule	Not on Fee Schedule
🏠 Pipestone, Minnesota	4,215	\$ 2,500.00	Not on Fee Schedule	Not on Fee Schedule	Not on Fee Schedule	Not on Fee Schedule	Not on Fee Schedule	Not on Fee Schedule
🏠 Tracy, Minnesota	2,076	\$ 1,550.00	\$ 60.00	\$ 110.00	Not on Fee Schedule	Not on Fee Schedule	\$ 30.00	\$ 75.00
🏠 Montevideo, Minnesota	5,398	\$ 1,500.00	\$ 70.00	\$ 160.00	\$ 425.00	\$ 70.00	\$ 70.00	Not on Fee Schedule
		\$ 2,300.00	\$ 101.67	\$ 167.50	\$ 287.50	\$ 110.00	\$ 81.25	\$ 103.25

RESOLUTION NUMBER 24-067

**RESOLUTION APPROVING SPECIFIC FEES TO BE CHARGED BY THE CITY OF
MARSHALL**

WHEREAS, several section of the City Code permit the Common Council to adopt by resolution, rules, regulations, and permit fees which will be effective in the City.

WHEREAS, on July 23, 2024 the Common Council held a public hearing in accordance with Minnesota Statute §340A.408 Subd. 3a regarding the fee increase of liquor licenses.

NOW THEREFORE, BE IT RESOLVED, the 2025 fee schedule when approved by the Common Council is to include the following liquor license changes:

1. On-Sale Intoxicating Liquor: \$3,500
2. On-Sale 3.2% Malt Liquor: \$300
3. Off-Sale 3.2% Malt Liquor: \$150
4. 1-3 Day Temporary Liquor License: \$75

Passed and adopted by the City Council this 23rd day of July 2024.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

Steven Anderson
City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Franchise Agreement with Minnesota Energy Resources 1) Public Hearing for Natural Gas Franchise; 2) Consider Adoption of Ordinance Granting Franchise
Background Information:	<p>Minnesota Energy Resources was approached by Duininck Inc. to receive service of natural gas to their location along North Seventh Street. Under Chapter 10 of the City Charter a franchise is required to “place or maintain any permanent or semi-permanent fixtures in, over or under any street or public place for the purpose of operating a public utility...” and can only be granted by ordinance.</p> <p>The Public Works Director and City Clerk have been in talks with Minnesota Energy Resources and have worked with Robert Vose of Kennedy and Graven along with City Attorney Whitmore to modify our current franchise agreement with Great Plains Natural Gas to fit the request of Minnesota Energy Resources. The franchise agreement proposal is nearly identical to the Great Plains Natural Gas agreement with the largest change being an authorized service area for Minnesota Energy Resources along North Seventh Street, instead of having access to the entire city limits. The service area can be reviewed and expanded if Minnesota Energy Resources receives new requests for service that does not interfere with existing facilities.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	1) To close the public hearing 2) Adopt Ordinance 24-014 Granting a Natural Gas Franchise to Minnesota Energy Resources and authorize the summary publication of said ordinance.

**CITY OF MARSHALL
ORDINANCE 24-014**

**AN ORDINANCE GRANTING MINNESOTA ENERGY RESOURCES, A
SUBSIDIARY OF WEC ENERGY GROUP, A WISCONSIN CORPORATION, ITS
SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT
OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE
TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS
ENERGY FOR A SPECIFIED AREA WITHIN THE CITY'S BOUNDARIES AND TO
USE PUBLIC WAYS AND GROUNDS OF THE CITY OF MARSHALL, MINNESOTA
FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND
CONDITIONS THEREOF.**

The Common Council of the City of Marshall in the State of Minnesota do ordain as follows:

SECTION 1: **ADOPTION** “DIVISION 22-VI-3 MINNESOTA ENERGY RESOURCES” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

DIVISION 22-VI-3 MINNESOTA ENERGY RESOURCES(*Added*)

SECTION 2: **ADOPTION** “Section 22-205 Definitions” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-205 Definitions(*Added*)

For purposes of this Ordinance, the following capitalized terms are listed in alphabetical order and shall have the following meanings:

- (a) **City.** The City of Marshall, County of Lyon, State of Minnesota.
- (b) **City Utility System.** Facilities used for providing public utility service owned or operated by City or agency thereof, including fiber optic, sanitary sewer, storm sewer, water service, street lighting, traffic signals, and electrical service.
- (c) **Commission.** The Minnesota Public Utilities Commission (Commission), or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

- (d) **Company.** Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns including all successors and assigns that own or operate any part or parts of the Gas Facilities subject to this franchise.
- (e) **Gas Facilities.** Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy use in a specified area within the City's boundaries.
- (f) **Notice.** A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to 2685 145th Street West, Rosemount, MN 55068. Notice to the City shall be mailed to City of Marshall, c/o City Administrator 344 West Main Street, Marshall, MN 56258. Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.
- (g) **Ordinance.** This gas franchise ordinance, also referred to as the Franchise.
- (h) **Public Way.** Any street, alley, platted or recorded utility easement or other public right-of-way within the City.
- (i) **Public Ground.** Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public

SECTION 3: **ADOPTION** “Section 22-206 Adoption Of Franchise” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-206 Adoption Of Franchise(*Added*)

- (a) **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, a non exclusive franchise with the right to import, manufacture, distribute and sell gas within th eportion of the City identified and depicted in Exhibit A hereto. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such reasonable regulations as may be imposed by the City pursuant to ordinance or permit requirements and to the further provisions of this Franchise.
- (b) **Effective Date; Written Acceptance.** This Franchise shall be in full force and effect from and after its passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, or otherwise informs the City, at any time, that the Company does not accept this Franchise, the City Council by resolution may revoke this Franchise or seek its enforcement in a court of competent jurisdiction.
- (c) **Service and Gas Rates.** The service to be provided, the measurement of, and the rates to be charged by Company for gas service in the City are subject to the jurisdiction of

the Commission, or its successor agency.

- (d) **Publication Expense.** Company shall pay the expense of publication of this Ordinance.
- (e) **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.
- (f) **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new Franchise by the time this Franchise expires, this Franchise will remain in effect until a new Franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the Franchise to expire.

SECTION 4: **ADOPTION** “Section 22-207 Location, Other Regulations” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-207 Location, Other Regulations(*Added*)

- (a) **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Gas Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.
- (b) **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar notice to the City before commencement of the

emergency repair, if reasonably possible. Within two business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

- (c) **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. Company shall restore the Public Ground to as good a condition as formerly existed, and shall be completed as promptly as weather permits, and if Company shall not promptly perform and completed the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of reasonable period of time following the demand, but not to exceed thirty days, the right to make the restoration of Public Ground at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3. The City may also require Company to post a construction performance bond consistent with the provisions of Minnesota Rules parts 7819.3000 and 7819.0100, subpart 6.
- (d) **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to property. The Company must take protective measures when the City performs work near the Gas Facilities, if given reasonable notice by the City of such work prior to its commencement.
- (e) **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The notice will contain: (i) the nature of the improvements, (ii) the Public Ways upon which the improvements are to be made, (iii) the time when the City anticipates that the work will start, and (iv) if more than one-Public Way is involved, the order in which the work is expected to proceed. The notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities the Company deems necessary.
- (f) **Mapping Information.** Subject to the Homeland Security Act, or other applicable laws, rules or regulations protecting confidential or proprietary information, the Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules Parts 7819.4000 and 7819.4100.
- (g) **Manufacture or Storage of Gas.** Before Company constructs any new structure or converts any existing structure for the manufacture or storage of gas, Company shall first obtain the approval of the structure and the location thereof from the City. Such approval by the City shall not be unreasonably withheld.
- (h) **Insurance.** The Company is required to maintain worker's compensation insurance in limits required by state law, Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

 - (1) \$2,000,000 – per occurrence

- (2) \$4,000,000 – annual aggregate
- (3) The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.
- (4) The City must be endorsed as an Additional Insured.
- (5) With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

SECTION 5: **ADOPTION** “Section 22-208 Relocations” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-208 Relocations(*Added*)

- (a) **Relocation in Public Ways.** The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law. If the City orders or requests the Company to relocate its Gas Facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the City or other right-of-way user, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Gas Facilities or equipment. Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the Gas Facilities or equipment of the Company, shall first give notice to the City and the Company and pay a sum sufficient to cover the expense and damage incident to the moving of the Company's Gas Facilities and equipment.
- (b) **Relocation in Public Ground.** City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Ground upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Relocation shall comply with applicable city ordinances consistent with law.
- (c) **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes Section 161.46.

- (d) **Relocation Liability.** Nothing contained in this section shall relieve any person, persons, or corporations from liability arising out of the failure to exercise reasonable care to avoid injuring Company's facilities while performing any work connected with grading, regrading or changing the line of any public way, or with the construction or reconstruction of any City utility system

SECTION 6: **ADOPTION** “Section 22-209 Indemnification” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-209 Indemnification(*Added*)

- (a) **Indemnification of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.
- (b) **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 7: **ADOPTION** “Section 22-210 Vacation Of Public Ways” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-210 Vacation Of Public Ways(*Added*)

The City shall give Company at least two weeks prior written notice of a proposed vacation of

a Public Way. The City and the Company shall comply with Minnesota Rules, 7819.3100 and 7819.3200 and applicable ordinances consistent with law.

SECTION 8: **ADOPTION** “Section 22-211 Change In Form Of Government” of the Marshall Municipal Code is hereby *added* as follows:

A D O P T I O N

Section 22-211 Change In Form Of Government(*Added*)

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9: **ADOPTION** “Section 22-212 Franchise Fee” of the Marshall Municipal Code is hereby *added* as follows:

A D O P T I O N

Section 22-212 Franchise Fee(*Added*)

- (a) **Form.** During the term of this Franchise, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee.
- (b) **Franchise Fee.** Company shall pay to the City an annual amount equal to 5% of its gross revenues. The foregoing shall be compensation for the use of Public Ways and Grounds. The City reserves the right to increase or lower the fee upon sixty (60) days advance written notice to the Company. The fee shall become effective ten (10) days after written notice enclosing the Ordinance amending the fee amount has been served upon the Company by certified mail. Such change shall not occur more often than once in any calendar year.
- (c) **Payments.** Payments due to the City under this Franchise shall be computed on a monthly basis and shall be computed at the end of each month. Payments shall be due and payable for each month, forty-five (45) days after the end of the proceeding month. Each payment shall be accompanied by a brief report showing the basis for the computation of said payment and such other relevant facts to support the computation as may be required by the City.
- (d) **Collection of Fee.** No acceptance of any payment shall be construed as an accord that the payment paid is in fact the correct amount, nor shall such acceptance of the payment be construed of the release of any claim that the City may have for further or additional sums payable under the provisions of this Franchise. All amounts paid shall

be subject to audit and recomputation by the City. The Company agrees to make available for inspection by the City at reasonable times, all records necessary to audit the Company's determination of the franchise fee payments.

(e) **Gross Revenues.** Gross Revenues shall mean the actual gross revenues received by the Company from sales of natural gas and distribution within the City limits. This term does not include any sales, excise or other taxes collected by Company on behalf of the State, City or other governmental unit.

(f) **Continuation of Franchise Fee.** If this Franchise expires and the City and the Company are unable to agree upon terms of a new Franchise, the franchise fee, if any being imposed by the City at the time this Franchise expires, will remain in effect until a new Franchise is agreed upon.

SECTION 10: **ADOPTION** “Section 22-213 Purchase By City” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-213 Purchase By City(*Added*)

The Council, at the end of any calendar year, upon a 2/3 majority vote of the Council, may acquire and thereafter operate the gas plant and distribution system, and all mains, pipes, services and other appliances thereto appertaining which shall have been constructed, installed, operated, and maintained by the Company, its successors, lessees or assigns, upon paying to the Company, its successors, lessees or assigns, the fair market value of such property. To ascertain the fair market value of such property, the City shall acquire such property by right of eminent domain.

SECTION 11: **ADOPTION** “Section 22-214 Approval Of Transfer” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-214 Approval Of Transfer(*Added*)

No sale, assignment or lease of this Franchise shall be effective until the Common Council shall have approved the same and until the successor, lessee or assignee of the Company shall have filed in the office of the City Administrator an instrument, duly executed, reciting the fact of such sale, lease or assignment, accepting the terms of the Franchise, and agreeing to be bound thereby and to perform all of the terms and conditions thereof.

SECTION 12: **ADOPTION** “Section 22-215 Forfeiture” of the Marshall Municipal Code is hereby *added* as follows:

A D O P T I O N

Section 22-215 Forfeiture(*Added*)

The violation by the Company, its successors, lessees or assigns, of the provisions of this Franchise or of any material part or portion thereof, or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this Franchise and all rights hereunder by Resolution of the Common Council after written notice to the Company, its successors, lessees or assigns, and the continuation of such violation, failure or default. The parties acknowledge that the provisions for dispute resolution as set forth in Sec. 22-192 (e) must be complied with prior to imposition of the forfeiture provision herein.

SECTION 13: **ADOPTION** “Section 22-216 Abandoned Facilities” of the Marshall Municipal Code is hereby *added* as follows:

A D O P T I O N

Section 22-216 Abandoned Facilities(*Added*)

The Company shall comply with City ordinances, Minnesota Statutes, Section 216D.01 et seq. and Minnesota Rules Part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 14: **ADOPTION** “Section 22-217 Provisions Of Ordinance” of the Marshall Municipal Code is hereby *added* as follows:

A D O P T I O N

Section 22-217 Provisions Of Ordinance(*Added*)

- (a) **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a

provision of any other City Ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

- (b) **Limitation on Applicability.** This Ordinance constitutes a Franchise agreement between the City and Company as the only parties and no provision of this Franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 15: **ADOPTION** “Section 22-218 Amendment Procedure” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

Section 22-218 Amendment Procedure(*Added*)

Either party to this Franchise may at any time propose that the Franchise be amended. This Ordinance may be amended at any time by the City passing a subsequent Ordinance declaring the provisions of the amendment, which amendatory Ordinance shall become effective upon the filing of Company's written consent thereto with the City Administrator within 60 days after the effective date of the amendatory Ordinance. The City, however, reserves the exclusive right to amend the franchise fee pursuant to Ordinance Sec. 22-212 above without the requirement that Company consent to said franchise fee amendment.

SECTION 16: **ADOPTION** “AUTHORIZED SERVICE AREA” of the Marshall Municipal Code is hereby *added* as follows:

ADOPTION

AUTHORIZED SERVICE AREA(*Added*)

EXHIBIT A



SECTION 17: **AMENDMENT** “DIVISION 22-VI-2 NATURAL GAS” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

DIVISION 22-VI-2 GREAT PLAINS NATURAL GAS

SECTION 18: **AMENDMENT** “Section 22-211 Mechanical License” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 22-~~211~~311 Mechanical License

SECTION 19: **EFFECTIVE DATE** This Ordinance shall be effective upon its passage and publication as required by law, and receipt of Company's acceptance.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

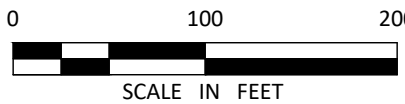
Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

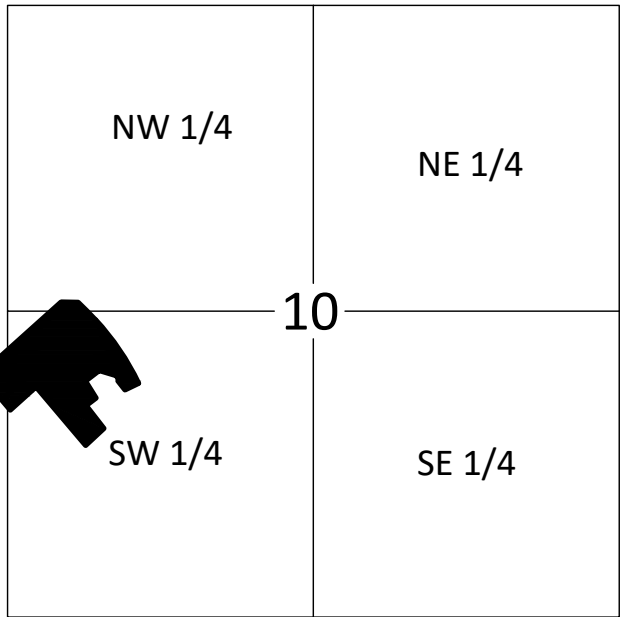
CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Preliminary Plat of Ag Plus Swenson Addition – Introduction of Preliminary Plat
Background Information:	<p>Attached please find a copy of the preliminary plat of Ag Plus Swenson Addition.</p> <p>The purpose of this plat is to better describe parcels of land in this area and to better describe and identify access agreement across parcels.</p> <p>Attached please find a copy of the Engineer’s Report of Preliminary Plat Review. The proposed subdivision has been sent to the local utility companies for their review and comments.</p> <p>A public hearing was held on the preliminary plat at the Planning Commission meeting on 07/10/2024 with Planning Commission recommendation for approval of the preliminary plat to the City Council.</p>
Fiscal Impact:	The applicant has paid the \$300 escrow for direct costs relating to the plat and the difference will be refunded or billed to the applicant according to the current Fee Schedule.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council introduce the preliminary plat of Ag Plus Swenson Addition.

AG PLUS SWENSON ADDITION



LOCATION MAP
NOT TO SCALE
10-111-41



July 1st, 2024

LEGEND

<ul style="list-style-type: none">3/4" IRON PIPE MONUMENT SETMARKED BY LIC. NO. 44996MONUMENT FOUNDBENCH MARKAIR CONDITIONERANCHORCATCH BASINCONTROL POINTCLEAN OUTCURB STOP VALVECULVERTELECTRIC PEDESTALELECTRIC TRANSFORMERHANDICAPPED PARKINGHAND HOLEHYDRANTIRRIGATION VALVE BOXLIGHT POLEMAILBOXMANHOLE-ELECTRICMANHOLE-SANITARYMANHOLE-STORMMANHOLE-UTILITYMANHOLE-WATERMETER	<ul style="list-style-type: none">POST INDICATOR VALVESOIL BORINGTRAFFIC SIGNAL POLESIGN - NON TRAFFICTRAFFIC SIGNSPRINKLER HEADCOMMUNICATION PEDESTALUTILITY POLEDECIDUOUS TREECONIFEROUS TREEBUSHVALVECOMMUNICATION UNDERGROUNDELECTRIC UNDERGROUNDFIBER UNDERGROUNDGAS UNDERGROUNDOVERHEAD UTILITYOVERHEAD COMMUNICATIONOVERHEAD ELECTRICWATER SYSTEMSTORM SEWERSANITARY SEWERINTERMEDIATE CONTOURSINDEX CONTOURS
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LEGAL DESCRIPTION
Lot 1, Block 1, Wilke - Miller - Buesing First Addition, City of Marshall, Lyon County, Minnesota

and
All that part of the South Half of the South Half of the Northwest Quarter and all that part of the Southwest Quarter, all in Section 10, Township 111, Range 41, Lyon County, Minnesota, lying Northeastly of the Northeastly right of way line of the Chicago and Northwestern Railway Company, Southwesterly of the Southwesterly right of way line of Highway No. 59 and Southeasterly of the Southeasterly right of way line of State Highway No. 23, except that part of said Southwest Quarter lying South of a line described as commencing at the intersection of the Westerly right of way line of U.S. Highway No. 59 and the Northeastly right of way line of the Chicago and Northwestern Railway Company, thence North, along said Highway right of way line, a distance of 345.00 feet to the beginning of the line to be described; thence West, to the inter-section with said railroad right of way line, and said line there terminating.

except Lots 1-5, Block 1, and Outlots A,B, and C, of Lyon County Co-op Addition.

Also Except;
Commencing at the northwest corner of said Southwest Quarter; thence South 00 degrees 09 minutes 18 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 366.92 feet to the northeasterly right of way line of the former Chicago and Northwestern Railroad; thence South 39 degrees 56 minutes 00 seconds East, along said northeasterly right of way line, a distance of 1040.00 feet; thence North 47 degrees 32 minutes 10 seconds East, along the south line of a conservation easement recorded in Book 241 of Deeds, Page 285 in the office of the County Recorder in and for said Lyon County, a distance of 214.92 feet to the southerly corner of a tract of land recorded in Book 167 of Deeds, Page 109 in the office of said County Recorder; thence North 37 degrees 27 minutes 38 seconds West, along the southwesterly line of said tract, a distance of 250.00 feet, to the westerly corner of said tract; thence North 52 degrees 32 minutes 22 seconds East, along the northwesterly line of said tract, a distance of 107.44 feet, to the point of beginning; thence continuing North 52 degrees 32 minutes 22 seconds East a distance of 252.33 feet; thence North 32 degrees 27 minutes 53 seconds West a distance of 46.31 feet; thence North 73 degrees 00 minutes 46 seconds West a distance of 153.53 feet; thence South 52 degrees 46 minutes 45 seconds West a distance of 149.00 feet, to a point on the northeasterly line of said conservation easement; thence South 31 degrees 26 minutes 46 seconds East, along said northeasterly line, a distance of 172.62 feet to the point of beginning.

Also Except
A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 10, Township 111 North, Range 41 West, Lake Marshall Township, Lyon County, Minnesota, being more particularly described as follows: Commencing at the west quarter corner of said section; thence South, assumed bearing, along the west line of said section, a distance of 445.11 feet to the centerline of the Chicago and Northwestern Railroad; thence South 39 degrees 45 minutes 45 seconds East, along said railroad centerline, a distance of 958.97 feet; thence North 52 degrees 42 minutes 37 seconds East a distance of 264.96 feet to the Point of Beginning of this description; thence continue North 52 degrees 42 minutes 37 seconds East a distance of 348.00 feet; thence North 37 degrees 17 minutes 23 seconds East a distance of 250.00 feet; thence South 52 degrees 42 minutes 37 seconds West a distance of 348.00 feet; thence South 37 degrees 17 minutes 23 seconds East a distance of 250.00 feet to the point of beginning.

Total Area 18.04 acres

SURVEYOR'S CERTIFICATION

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

Jesse D. Zeig
Jesse D. Zeig
License Number 44996
07/01/2024
Date

THIS PLAT PREPARED BY BOLTON & MENK, INC.

JOB NUMBER: 051.132584

FIELD BOOK:

DRAWN BY: JDZ

ZONING
Primary Zoning: B-3, General Business

Height regulations. No building shall hereafter be erected or structurally altered to exceed 45 feet in height.

Front yard regulations- not less than 25 feet on a lot or plot that abuts a minor street or a marginal access service street. There shall be a front yard having a depth of 35 feet on a thoroughfare as shown on the adopted city thoroughfares plan, except that an 80-foot setback shall be required when the council determines that a service road is necessary. There shall be a front yard on each street side of a corner lot. No accessory buildings shall project beyond the front yard line on either street. No front yard shall be required in the downtown district. Side yard regulations.

There shall be a side yard on each side of a building, having a width of not less than ten feet. No building shall be located within 20 feet of any side lot line abutting a lot in any of the classes of residence districts. No side yard shall be required in the downtown district.

Rear yard regulations. There shall be a rear yard having a depth of not less than 25 percent of the lot depth or a maximum required rear yard of 25 feet. No building shall be located within 20 feet of any rear lot line abutting a lot in any of the classes of residence districts. No rear yard shall be required in the downtown district.

Lot coverage regulations. Not more than 50 percent of a lot shall be occupied by buildings in the B-3 district. No lot coverage restrictions apply in the downtown district

Parts of platted area are also zoned: I-1, Limited Industrial and I-2, General Industrial

The field survey on which this map is based was performed when snow was covering all or part of the subject property. There could be improvements on the site, or encroachments onto or from the site, observable under other conditions but hidden by snow on the date of this survey.

Underground utility lines and structures are shown in an approximate way only, according to information provided by others. A request that utilities be located for this survey was made through Gopher State One Call (Ticket No.232932775). The underground utility lines and structures shown on this map represent the information provided to Bolton & Menk, Inc. as a result of that request. The surveyor does not guarantee that the information provided was either complete or accurate. The surveyor does not guarantee that there are no other underground utility lines and structures, active or abandoned, on or adjacent to the subject property.

DEVELOPER
Steve Traen
Ag Plus Cooperative
301 E 1st St.
Minneota, MN 56264

Surveyor/Engineer
Bolton & Menk Inc
1243 Cedar Street NE
Sleepy Eye, MN 56085

ENGINEER'S REPORT **PRELIMINARY PLAT REVIEW**

Subdivision Name: Ag Plus Swenson Addition

Quarter/Section NW¼ & SW¼ Section 10, SE¼ Section 9 Township 111N Range 41W

Owner's Name: Lyon County Co-Op Oil Co./James & Teah Swenson

Surveyor: Jessie D. Zeig Reg. No. 44996

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

PRELIMINARY PLAT REVIEW

SUBDIVISION NAME: AG PLUS SWENSON ADDITION

PAGE 2 of 3

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


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

CITY ENGINEER'S RECOMMENDATIONS:
Approve

DATE RECEIVED: July 2, 2024

DATE REVIEWED: July 3, 2024

PLANNING COMMISSION REVIEW DATE: July 10 2024



Jason R. Anderson, P.E.
Director of Public Works/Planning & Zoning Administrator

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Resolution Authorizing Execution of MnDOT Grant Agreement No. 1057504 (S.P. A4201-107) (AIG 3-27-0056-020-2024) for SRE Construction Site Development
Background Information:	<p>Attached is the companion agreement and resolution for MnDOT Contract #1057504 for funding of the SRE Construction Site Development in the amount of \$46,276.00 State participation and \$46,276.00 local funding.</p> <p>Please see attached "Actions Item Summary" outlining timeline of events relating to this project.</p>
Fiscal Impact:	<p>At the 04/09/2024 meeting, City Council acknowledged acceptance and authorized execution of Bipartisan Infrastructure Law (BIL)-Airport Infrastructure Grant (AIG) Grant Agreement MML-GLG-3-27-0056-020-2024 for Funding of Airport Development of the Airport Snow Removal Equipment (SRE) Building in the amount of \$832,959.00.</p> <p>Total federally-eligible costs for this project are \$925,511.00. This companion agreement in the amount of \$46,276.00 is 5% of the federally-eligible site improvement costs and supplements the FAA grant agreement previously received in the amount of \$832,959.00, which is 90% of the federally-eligible site improvement costs. The remaining 5% will be funded with local funds in the amount of \$46,276.00.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt Resolution 24-068 which is the Resolution of Authorization to Execute MnDOT Grant Agreement No. 1057504 for State funding of the SRE Construction Site Development in the amount of \$46,276.00 and local funding in the amount of \$46,276.00.

RESOLUTION 24-068

AUTHORIZATION TO EXECUTE
MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT
EXCLUDING LAND ACQUISITION

It is resolved by the City of Marshall, MN as follows:

1. That the state of Minnesota Agreement No. 1057504,
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for
State Project No. A4201-107 at the Southwest Minnesota Regional Marshall
Airport is accepted.

2. That the _____ Mayor _____ and _____ City Clerk _____ are
(Title) (Title)
authorized to execute this Agreement and any amendments on behalf of the
City of Marshall, MN.

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF Lyon

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

City of Marshall
(Name of the Recipient)

at an authorized meeting held on the 23rd day of July, 2024
as shown by the minutes of the meeting in my possession.

Signature: _____
(Clerk or Equivalent)

CORPORATE SEAL /OR/ _____ NOTARY PUBLIC

My Commission Expires: _____

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the **City of Marshall, MN** ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on April 10, 2024, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A4201-107**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits: Exhibit 'A' –Grant Request Letter from City of Marshall, MN; Exhibit 'B' – Credit Application**

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).

- 2.5 Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

- 3.1** Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

- 4.1 Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
SRE Construction Site Development	90.0%	5.0%	5.0%
FAA AIG - \$925,511.00			
Federal Committed:	\$ <u>832,959.00</u>		
State:	\$ <u>46,276.00</u>		
Grantee:	\$ <u>46,276.00</u>		

Federal funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.3 Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$ **46,276.00**.
- 4.5 Payment**
- 4.5.1 Invoices.** Grantee will submit invoices for payment by Credit Application, Exhibit 'B', which is attached and incorporated into this agreement and can also be found at

<http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

As work progresses on a monthly schedule.

- 4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.
- 4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.
- 4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition

Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative are:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651) 508-0448 and/or **Brian Conklin**, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651) 252-7658, or his successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Jason Anderson; Public Works Director (507) 537-6773
jason.anderson@ci.marshall.mn.us
City of Marshall
Public Works Division
344 West Main Street
Marshall, MN 56258-1313

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.

7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

7.6 Certification. By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by

the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the

intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination; Suspension**

14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

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

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

- 19 Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

- 20 Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-ublic.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to

State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 Additional Provisions

[Intentionally left blank.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____



PUBLIC WORKS DIVISION
344 WEST MAIN STREET
MARSHALL, MN 56258-1313
PHONE: 507-537-6773

February 21, 2024

Mr. Luke Bourassa
South Region Airport Development Engineer
MnDOT Office of Aeronautics
395 John Ireland Boulevard | Mail Stop 410
St. Paul, MN 55155-1800

SP A4201-107 AIG 3-27-0056-020-2024
Contract No. 1057504

Re: Request for Grant Agreements
Southwest Minnesota Regional Airport / Ryan Field (MML)
Snow Removal Equipment (SRE) Facility Project

Dear Mr. Bourassa:

The City of Marshall hereby requests Grant agreements for Federal and State funding for the Snow Removal Equipment (SRE) Facility project at the Southwest Minnesota Regional Airport. Total project cost is \$3,330,470.00 as shown on the attached Project Cost Summary, and as described below. Federal Airport Improvement Program (AIP) funding for fiscal year 2024 is requested in the amount of \$744,249.42 for 90% of the federally eligible building related costs. Federal Airport Infrastructure Grant (AIG) funding for fiscal year 2024 is requested in the amount of \$832,959.90 for 90% of the federally eligible site improvement costs. State funding is requested in the amount of \$1,104,610.64 for a 70% state funding share on federally ineligible portions of the project. The remainder will be funded with local funds in the amount of \$648,650.04.

It is recognized the requested state share exceeds the maximum \$1.0 million limit identified in the Airport Funding Rates letter for FY 2024, dated May 30, 2023. The City respectfully requests an exception for additional state funding beyond the \$1.0 million due to the airport's critical need for this facility. The existing SRE building is inadequate to store all the airport's snow removal equipment, has exceeded its useful life, and is in need of replacement.

On January 23, 2024, the City opened bids on the project, at which time 5 bids were received (tabulation attached). The bids received vary by 18.2% from low to high, and the low bid is 17.4% below the Engineer's Estimate. The construction bid cost associated with the Project is \$2,913,100.00. On February 13, 2024, the Marshall City Council acknowledged the apparent low bidder, Sussner Construction, and approved a resolution to award a construction contract, contingent upon the receipt of grant funding.

The City of Marshall has included \$98,000 for administration expenses as part of this request. Administrative expenses include advertising for bids, independent fee estimate services, miscellaneous expenses, and electric and gas service installations.

Thank you for your consideration. If you have any questions concerning this request, please contact me at (507) 537-6773 or jason.anderson@ci.marshall.mn.us.

Respectfully,

Director of Public Works/Airport Manager

JRA:lrk / Attachments

[See attached Cost Split Spread sheet for funding rates.](#)

c: Kyle Sebesta, P.E. - FAA
Daniel Sherer, P.E. - TKDA

Airport: Marshall MML

Sponsor: City of Marshall

UEI: E2MLAH2D5XV9

State Project: A4201-107

State Agreement #: 1057504

Fed Project: 3-27-0056-020-2024

Description: Construct SRE Building (Phase 2 Site Work)

Version: 2/21/2024

Construction	Description	Total	Funding Rates		Federal	State	Local	
			Federal	State				
	Site Work Construction	\$ 655,700.00	90%	5.0%	\$ 590,130.00	\$ 32,785.00	\$ 32,785.00	
	CONSTRUCTION SUBTOTAL	\$ 655,700.00			\$ 590,130.00	\$ 32,785.00	\$ 32,785.00	\$ 655,700.00
Engineering	Description	Total	Federal	State	Federal	State	Local	
	Consturction Phase Engineering (Site Work)	\$ 179,811.00	90%	5.0%	\$ 161,829.90	\$ 8,990.55	\$ 8,990.55	
	ENGINEERING SUBTOTAL	\$ 179,811.00			\$ 161,829.90	\$ 8,990.55	\$ 8,990.55	\$ 179,811.00
Administration	Description	Total	Federal	State	Federal	State	Local	
	Electric & Gas Service	\$ 90,000.00	90%	5.00%	\$ 81,000.00	\$ 4,500.00	\$ 4,500.00	\$ 90,000.00
	ADMINISTRATION SUBTOTAL	\$ 90,000.00			\$ 81,000.00	\$ 4,500.00	\$ 4,500.00	\$ 90,000.00
					\$ -	\$ -	\$ -	\$ 925,511.00
	Total (before adjustments)	\$ 925,511.00			\$ 832,959.90	\$ 46,275.55	\$ 46,275.55	\$ 925,511.00
	Grant Amounts	\$ 925,511.00			\$ 832,959.00	\$ 46,276.00	\$ 46,276.00	\$ 925,511.00
	Overall Share Percentages				90.00%	5.00%	5.00%	

Mn/DOT Agreement No.

CREDIT APPLICATION

For period beginning , 20 ; ending , 20 .

[illegible]

☐ *FINAL ☒ PARTIAL (CHOOSE ONE)

Title

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Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

, being first duly sworn, deposes and says that he/she is the
 of the Municipality of , in the County
of , State of Minnesota; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____

03/23/2021 - Council authorized the first transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2021 Federal Entitlement Funds to Dodge Center, MN (TOB).
10/12/2021 - Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00. SRE ARFF Pre Design Study - Proposal (signed).pdf
03/08/2022 - Council authorized the second transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2022 Federal Entitlement Funds to Waseca, MN (ACQ).
04/26/2022 - Council authorized TKDA submittal of an FAA Grant Application in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for the TKDA pre-design study.
05/10/2022 - City Council authorized acceptance of the Proposal with TKDA for Design Phase Services in the amount of \$255,000 with services under this proposal, contingent on receipt of the federal and State grant agreements. Marshall SRE Design Scope Letter 050222-xTKDA.pdf
08/15/2022 - FAA Grant Agreement 3-27-0056-019-2022 received and electronically signed by Mayor and City Attorney.
09/13/2022 - City Council acknowledgement of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design in the amount of \$135,598.00. MML-GLG-3-27-0056-019-2022-Grant Agreement (part 1) - signed.pdf
09/27/2022 - Consider Resolution of Authorization to Execute MnDOT Grant Agreement No. 1051776 for funding of Site and Building Design in the amount of \$109,968.00. A4201-103 - MML -State Agreement -#23390525-v5.PDF
10/20/2022 - Submission of 2023 Federal Grant Initiation Request to ensure eligible utilization of all Airport entitlements and indicating the project is planned to utilize both the airports AIP and AIG funding available in 2023. At the time of submission of Initiation Request, it was noted that the building design was just beginning, and the funding eligibility and prorates would be revisited prior to the grant application.
02/07/2023 - TKDA presentation of project to the Airport Commission. Commission member Ron Halgerson has served as the Airport Commission representative to the project to help review project plans and offer outside input to the project.
02/14/2023 - Project presented to Public Improvement/Transportation Committee (PI/T) for their information.
02/28/2023 - City Council authorization to advertise for bids.
04/03/2023 - Bids received. One bid was received from Sussner Construction, Inc. in the amount of \$4,346,000, which substantially exceeded the construction cost estimate of \$3,118,023 for construction costs. Total estimated project budget, including construction administration and special testing costs, was \$3,353,023. At the Airport Commission meeting on 04/04/2023, Airport Commission discussed and recommended a re-evaluation of the project scope, bidding requirements and potential cost control measures for the City's review/consideration.

PROJECT AP-003
AIRPORT SNOW REMOVAL EQUIPMENT (SRE) BUILDING
ACTION ITEMS SUMMARY

04/25/2023 - PI/T recommends to City Council to reject the one bid received April 3, 2023 and authorize City staff to work with TKDA and the Airport Commission to re-evaluate the Project AP-003 bid package to ensure the project is more economical.

04/25/2023 - City Council rejected the bid received from Sussner Construction, Inc. for construction of the building. The bid received was substantially over the City's budget for the project. Council directed staff to work with TKDA and Airport Commission to re-evaluate the project AP-003 bid package with the goal of making the project more economical.

10/10/2023 - City Council authorized City staff to submit the federal grant initiation request for use of federal dollars on the Airport Snow Removal Equipment (SRE) Building Project.

10/24/2023 - City Council authorized execution of an Architectural and Engineering Services Agreement with TKDA for Bidding Phase Services for a lump sum amount of \$39,170.
[TKDA Architectural and Engineering Services SRE Building 10.24.23.pdf](#)

12/05/2023 - Project update presented to Airport Commission and PI/T.

12/12/2023 – PI/T reviews project and makes recommendation to Council.

12/12/2023 - City Council authorization to advertise for bids.

01/23/2024 – Bids received.

02/06/2024 – Airport Commission recommends award of bid to Sussner Construction, Inc. in the amount of \$2,913,100.00, per the recommendation from TKDA.

02/13/2024 - City Council authorized entering into a Professional Services Agreement with TKDA for the Airport SRE Building-Construction Phase for an amount not-to-exceed \$280,200.00, per recommendation of the Airport Commission and contingent upon State and Federal grant funding.

02/13/2024 - City Council authorized entering into a Professional Services Agreement with TKDA for the Airport SRE Building-Construction Phase for an amount not-to-exceed \$280,200.00, per recommendation of the Airport Commission and contingent upon State and Federal grant funding.
[L:\City of Marshall\Departments\Public Works\Airport\Interdepartment\CIP\AP-003 SRE-ARFF\TKDA Agreement - SRE Construction Phase 2024-02-13.pdf](#)

02/21/2024 – Request for State grant agreement submitted to MnDOT-Aeronautics.

04/09/2024 - FAA Grant Agreement MML-GLG-3-27-0056-020-2024 received and electronically signed by Mayor.

04/09/2024 - City Council acknowledgement of Bipartisan Infrastructure Law (BIL) – Airport Infrastructure Grant (AIG) FAA Grant Agreement MML-GLG-3-27-0056-020-2024 for Airport Development in the amount of \$832,959.00 (\$0.00 for planning, \$0 for land acquisition).
[L:\City of Marshall\Departments\Public Works\Airport\Interdepartment\CIP\AP-003 SRE-ARFF\MML-GLG-3-27-0056-020-2024-Grant Agreement - unsigned.pdf](#)

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary Liquor License for the VFW
Background Information:	<p>The VFW Beer Garden will be located at the Fairgrounds during the Lyon County Fair.</p> <p>All temporary liquor licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the VFW to operate a beer garden during the Lyon County Fair August 16 - 18.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization <i>Veterans of Foreign Wars Post 742</i>		Date organized <i>5/9/1931</i>		Tax exempt number <i>410873784</i>	
Address <i>1109 West Main</i>		City <i>Marshall</i>	State <i>MN</i>	Zip Code <i>56258</i>	
Name of person making application <i>Ronnie Ormberg</i>		Business phone <i>cell 507-824-9118</i>		Home phone <i>507-532-6243</i>	
Date(s) of event <i>Aug 16-17-18 2024</i>		Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name <i>Harold Mayer (Commander)</i>		City <i>Lynd</i>	State <i>MN</i>	Zip Code <i>56157</i>	
Organization officer's name <i>Ron Ormberg (Quartermaster)</i>		City <i>Marshall</i>	State <i>MN</i>	Zip Code <i>56258</i>	
Organization officer's name		City	State	Zip Code	
			<i>MN</i>		
Organization officer's name		City	State	Zip Code	
			<i>MN</i>		

Location where permit will be used. If an outdoor area, describe.
V.F.W. Bear Garden Lyon County Fair Grounds

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

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

APPROVAL

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

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

Item 7.

PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE BY EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN

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CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a LG230 Off-Site Gambling Permit for the American Legion
Background Information:	<p>The American Legion will be conducting their annual bingo event on August 18th during the Lyon County Fair located at 524 Fairgrounds Rd.</p> <p>Gambling permits are issued by the State of MN but require local approval before submittal.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve Resolution 24-069 authorizing approval of the LG230 Application to Conduct Off-Site Gambling for the American Legion on August 18, 2024, at 524 Fairgrounds Road.

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: American Legion Post 113 License Number: 00746

Address: 448 West Main St, P.O. Box 284 City: Marshall, MN Zip: 56258

Chief Executive Officer (CEO) Name: Bruce Fuhrmann Daytime Phone: 507-829-2116

Gambling Manager Name: Dore Stangeland Daytime Phone: 507-530-1854

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From 8/18/24 to 8/18/24

Check the type of games that will be conducted:

☐

Raffle

☐

Pull-Tabs

☒

Bingo

☐

Tipboards

☐

Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Lyon County Fairgrounds

Street address and City (or township): 524 Fairgrounds Rd Marshall MN Zip: 56258 County: Lyon

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☐

Yes If yes, a lease is not required.

☒

No If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ 0 (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____ Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ Title: _____ Date Signed: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; text-align: center;"> Local unit of government must sign. </div>	TOWNSHIP NAME: _____ Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as stated in this application.

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

Date

Mail or fax to: Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032	No attachments required. Questions? Contact a Licensing Specialist at 651-539-1900.
---	---

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

RESOLUTION NO. 24-069

**RESOLUTION APPROVING A LAWFUL GAMBLING
LG230 APPLICATION TO CONDUCT OFF-SITE GAMBLING**

WHEREAS, the City Council of the City of Marshall allows gambling licenses to be issued within the city;

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

That the American Legion Post 113 request for a LG230 Application to Conduct Off-Site Gambling at the Lyon County Fairgrounds located at 524 Fairgrounds Road, Marshall, Minnesota on August 18, 2024, hereby be approved.

Passed by the City Council of Marshall, Minnesota this 23rd day of July 2024.

Robert Byrnes, Mayor

Attested:

Steven Anderson, City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Transfer 3.2% Off-Sale and Tobacco License to 727 Inc. (Freedom Gas Station)
Background Information:	<p>Freedom Gas Station located at 304 E. College Drive has been purchased by 727 Inc. The new owner has submitted their request to transfer the Off-Sale 3.2% Malt Liquor License and Tobacco License as city ordinance and state law do not automatically transfer with new ownership.</p> <p>Per Chapter 6 Section 6-28 & 6-29 consent of the council is required to transfer a 3.2 percent malt liquor license and Chapter 42 Article 42-VI Section 42-180 council consent is required for a tobacco license transfer.</p> <p>The forms submitted by 727 Inc. meet the requirements set by city ordinance and AGE requirements.</p>
Fiscal Impact:	\$90 for 3.2% Off Sale and \$150 for Tobacco License
Alternative/ Variations:	
Recommendations:	To approve the transfer of licenses from Kareem Inc. to 727 Inc. located at 304 E. College Drive (Freedom Gas Station).

City of Marshall, Minnesota

3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

727 Inc. dba

Marshall BP,

For an **3.2% Off-Sale License** at **304 E. College Dr.**
from **July 23, 2024 - December 31, 2024**, subject

to the provisions of the Ordinances of the City of Marshall governing such license.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **July 23, 2024**

Mayor

Attest:

City Clerk

(Seal)

No. T24014

City of Marshall, Minnesota

~ LICENSE TO SELL CIGARETTES AT RETAIL ~

State of Minnesota
County of Lyon
City of Marshall

LICENSE IS HEREBY GRANTED UNTO **727 Inc.** to sell cigarettes and other tobacco products at **304 E. College Dr.**

in the CITY OF MARSHALL in said county and state beginning with the
23rd day of **July 2024**

subject to the laws of the State of Minnesota and the ordinances and regulations of said
City of Marshall pertaining thereto

and ending on the 1st day of January 2025.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL
Marshall, Minnesota, **July 23, 2024**

Attest:

THE COMMON COUNCIL
of the CITY OF MARSHALL

City Clerk

By _____
Mayor

(Seal)

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider a Resolution Calling for a Public Hearing on Proposed Assessments for Ice, Snow and Weed Elimination.
Background Information:	<p>Pursuant to City of Marshall Code Section 62-2 (ice and snow on public sidewalks) and pursuant to City of Marshall Code Section 82-1 (grass and weeds on private property), said ice and snow or grass and weeds have been removed from various locations within the City.</p> <p>Minnesota Statue 429.101 does set forth the various types of City charges that can be assessed against property taxes pursuant to the special assessment process.</p> <p>Attached is a resolution declaring costs to be assessed for ice and snow removal and for weed elimination and ordering preparation of proposed assessments.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To adopt Resolution 24- Declaring Costs to be Assessed and Ordering Preparation and to also adopt Resolution 24- Calling for a Public Hearing on the Proposed Assessment to be held on August 27, 2024, in the Council Chambers, City Hall Building located at 344 West Main Street at or after 5:30 P.M.

Sec. 82-1. - Grass and weeds on private property.

- (a) It is unlawful for any owner, occupant or agent of any lot or parcel of land in the city, to allow any weeds or grass growing upon any such lot or parcel of land to grow to a greater height than eight inches or to allow such weeds or grass to go to seed, unless such grass or seed is brome grass or alfalfa, which is cut, baled and removed from the premises according to normal farming practices.
- (b) If any such owner, occupant or agent fails to comply with this height limitation and, after notice given by the city clerk, has not within seven days of such notice complied, the city shall cause such weeds or grass to be cut and the expenses thus incurred shall be a lien upon such real estate. The finance director shall certify to the county auditor a statement of the amount of the cost incurred by the city. Such amount, together with interest, shall be entered as a special assessment against such lot or parcel of land and be collected in the same manner as real estate taxes.

(Code 1976, § 10.25; Ord. No. 723 2nd Series, § 1, 8-8-2017)

State Law reference— Minnesota Noxious Weed Law, Minn. Stat. § 18.75 et seq.; special assessment authorized, Minn. Stat. § 429.101.

Sec. 62-2. - Ice and snow on public sidewalks.

- (a) *Declared a nuisance.* All snow and ice remaining upon public sidewalks is hereby declared to constitute a public nuisance and shall be abated by the owner or tenant of the abutting private property within 12 hours after such snow and ice has ceased to be deposited.
- (b) *City to remove.* The city may cause to be removed from all public sidewalks, beginning 24 hours after snow or ice has ceased to fall, all snow and ice which may be discovered thereon, and it shall keep a record of the cost of such removal and the private property adjacent to which such accumulations were found and removed.
- (c) *Cost of removal to be assessed.* The city administrator shall, upon direction of the council, and on receipt of the information provided for in subsection (b) of this section, extend the cost of such removal of snow or ice as a special assessment against the lots or parcels of ground abutting on walks which were cleared, and such special assessments shall, at the time of certifying taxes to the county auditor, be certified for collection as other special assessments are certified and collected.
- (d) *Civil suit for cost of removal.* The city administrator shall, in the alternative, upon direction of the council, bring suit in a court of competent jurisdiction to recover from the persons owning land adjacent to which sidewalks were cleared, as provided in subsection (b) of this section, the cost of such clearing and the cost and disbursements of a civil action therefor.
- (e) *City administrator to report sidewalks cleared.* The city administrator shall present to the council at its first meeting after snow or ice has been cleared from the sidewalks, as provided in subsection (b) of this section, the report of the city thereon, and shall request the council to determine by resolution the manner of collection to be used as provided in subsections (c) and (d) of this section.
- (f) *Placing snow or ice in public street, walks or on other city property.* It is a misdemeanor for any person, not acting under a specific contract with the city, to remove snow from private property or alleys and place the snow on a public street or walks in such quantity, or in such manner, as to cause a hazard to travel, without adequate arrangements for the immediate removal of the snow. It is also a misdemeanor for any person not acting under a contract with the city to dump snow on other city property.

(Code 1976, § 7.04)

State Law reference— Special assessments for snow and ice removal, Minn. Stat. § 429.101.

RESOLUTION NUMBER 24-070

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF PROPOSED ASSESSMENTS

WHEREAS, pursuant to City of Marshall City Code Section 62-2 (Ice and snow on public sidewalks) and pursuant to City of Marshall Code Section 82-1 (Grass and weeds on private property), said ice and snow or grass and weeds have been removed from various locations within the City, and

WHEREAS, said City Code and Minnesota Statutes provide for the assessment of the costs for ice and snow removal and for weed elimination and for unpaid services to be assessed against the benefiting properties, and

WHEREAS, the following is a list of those properties where ice and snow has been removed from public sidewalks, where weed elimination from private property has been initiated by City action, or where fire services were done and the cost of said City action is set forth below:

Parcel Number	Property Owner	Property Address	Amount	Reason
09-020002-1	Bradley Cauwels	2457 250th St.	\$ 2,156.79	Fire Call
09-020002-1	Janet Flood	2457 250th St.	CFD Owner	Fire Call
27-110003-0	Ubonphan Tonglim	108 N. 1st St.	\$ 750.00	Fire Call
27-156027-0	Greg & Amy Wymer	607 W. College Dr.	\$ 55.00	Snow Removal
27-164001-0	Aldi	1400 Boyer Dr.	\$ 240.00	Fire Call
27-177003-0	Rogers Rentals & Home Improvement	305 S. 1st St.	\$ 75.00	Mowing
27-210025-0	Judith Williams	619 W. Thomas Ave	\$ 750.00	Fire Call
27-600100-0	Select Genetics LLC	116 S. 10th St.	\$ 350.00	Mowing
27-751003-0	John Menting c/o Paul Cleveland	513 E. Main St.	\$ 65.00	Mowing
27-837043-0	Hope Reyna	305 Sunrise Ln.	\$ 85.00	Mowing

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

1. The portion of the cost to be assessed against benefited property owners is declared to be the amounts as set forth above.
2. Assessments shall be payable in equal annual principal installments extending over a period of one (1) year, the first of the installments to be payable on or before the first Monday in January 2024, and shall bear interest at the rate of 3.87% per annum from the date of the adoption of the assessment resolution.
3. The City Clerk, with the assistance of the Finance Director shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece, or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall file a copy of such proposed assessment in their office for public inspection.
4. The City Clerk shall upon the completion of such proposed assessment, notify the City Council thereof.

Passed and Adopted by the Council this 23rd day July 2024.

ATTEST:

CITY OF MARSHALL

Steven Anderson
City Clerk

Robert J. Byrnes
Mayor

RESOLUTION NUMBER 24-071

RESOLUTION FOR PUBLIC HEARING ON PROPOSED ASSESSMENT

WHEREAS, the City Clerk has prepared a proposed assessments of the costs of the City incurred bills for unpaid services for various properties located in the City of Marshall:

AND WHEREAS, the City Clerk has notified the City Council that such proposed assessments have been completed and filed in the Clerk's office for public inspection.

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

1. A hearing shall be held on the 27th day of August 2024 in the Council Chambers at City Hall located at 344 West Main Street to pass upon such proposed assessments, and at such time and place all persons owning property affected by such assessments will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessments to be published once in the official newspaper at least two weeks prior to the hearing and shall state in the notice the total cost of the individual assessments. The City Clerk shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid. Such payment must be made before November 30th or interest will be charged through December 31 of the succeeding year.

Passed and adopted by the City Council this 23rd day of July, 2024.

Mayor

ATTEST:

City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Karla Drown
Meeting Date:	Tuesday, July 23, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage 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:	The following bills and project payments be authorized for payment.



Marshall, MN

Check Report

By Vendor Name

Date Range: 07/12/2024 - 07/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6128	ACTION COMPANY LLC	07/12/2024	EFT	0.00	31.99	17029
6128	ACTION COMPANY LLC	07/19/2024	EFT	0.00	1,455.00	17111
0548	ACTION SPORTS INC	07/19/2024	EFT	0.00	144.68	17112
0560	AFSCME COUNCIL 65	07/19/2024	EFT	0.00	1,384.60	17113
6412	AG PLUS COOPERATIVE	07/12/2024	EFT	0.00	3,174.24	17030
6412	AG PLUS COOPERATIVE	07/19/2024	EFT	0.00	37.92	17114
0567	ALEX AIR APPARATUS 2 LLC	07/12/2024	EFT	0.00	16,800.00	17031
0578	AMAZON CAPITAL SERVICES	07/12/2024	EFT	0.00	1,472.62	17032
0578	AMAZON CAPITAL SERVICES	07/19/2024	EFT	0.00	800.86	17115
3761	AMERICAN BOTTLING CO.	07/19/2024	Regular	0.00	199.44	124726
0581	AMERICAN ENGINEERING TESTING, INC	07/19/2024	EFT	0.00	931.75	17116
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILL	07/12/2024	EFT	0.00	25.50	17033
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	07/12/2024	EFT	0.00	31.80	17034
0630	ARCTIC GLACIER	07/12/2024	Regular	0.00	1,009.32	124677
7606	ARENDS RENTALS LLC	07/19/2024	Regular	0.00	500.00	124727
7588	ARENDS, ROBERT	07/19/2024	Regular	0.00	500.00	124728
6883	AT&T MOBILITY II LLC	07/19/2024	Regular	0.00	38.23	124729
0688	BELLBOY CORPORATION	07/12/2024	EFT	0.00	6,233.51	17035
0689	BEND RITE CUSTOM FABRICATION, INC.	07/19/2024	Regular	0.00	3.95	124730
0699	BEVERAGE WHOLESALERS, INC.	07/12/2024	Regular	0.00	89,496.22	124678
0699	BEVERAGE WHOLESALERS, INC.	07/19/2024	Regular	0.00	44,598.61	124731
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	8,097.54	DFT0004055
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	1,840.35	DFT0004056
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	55,524.84	DFT0004057
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	4,870.60	DFT0004058
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	8,097.54	DFT0004091
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	1,840.35	DFT0004092
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	55,524.27	DFT0004093
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	4,870.55	DFT0004094
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	07/19/2024	Bank Draft	0.00	8,053.11	DFT0004118
0724	BOLTON & MENK INC	07/19/2024	EFT	0.00	2,284.50	17117
0726	BORCH'S SPORTING GOODS, INC.	07/19/2024	EFT	0.00	402.00	17118
0018	BORDER STATES INDUSTRIES, INC.	07/12/2024	EFT	0.00	1,396.48	17036
3829	BRAU BROTHERS	07/12/2024	EFT	20.00	459.00	17037
3829	BRAU BROTHERS	07/19/2024	EFT	22.00	374.00	17119
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	07/12/2024	Regular	0.00	10,464.54	124681
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	07/19/2024	Regular	0.00	7,080.92	124732
6539	BREMER BANK	07/16/2024	Bank Draft	0.00	5,633.22	DFT0004124
5696	BROTHERS FIRE PROTECTION	07/12/2024	EFT	0.00	6,000.00	17038
7706	BUESING, KAYLA	07/19/2024	Regular	0.00	40.00	124734
0728	BUFFALO RIDGE CONCRETE INC	07/19/2024	EFT	0.00	370.25	17120
7230	BUILDING FASTENERS OF MINNESOTA, INC.	07/12/2024	EFT	0.00	84.42	17039
7694	BZDOK, CHARLENE ANN	07/12/2024	Regular	0.00	420.00	124686
5511	C&R FIRE SUPPRESSION	07/19/2024	Regular	0.00	8,183.65	124735
0802	CARLSON & STEWART REFRIGERATION, INC.	07/12/2024	EFT	0.00	896.20	17040
0815	CATTOOR OIL COMPANY, INC	07/12/2024	EFT	0.00	4,104.19	17041
7662	CENTRAL SPECIALTIES INC.	07/12/2024	Regular	0.00	1,115.40	124687
7662	CENTRAL SPECIALTIES INC.	07/19/2024	Regular	0.00	327,946.19	124736
2945	CHAMPAGNE, TIM	07/12/2024	EFT	0.00	99.95	17042
0836	CHARTER COMMUNICATIONS, LLC	07/19/2024	EFT	0.00	46.99	17121
0836	CHARTER COMMUNICATIONS, LLC	07/19/2024	EFT	0.00	111.53	17122
7507	CIGNA HEALTH AND LIFE INSURANCE COMPAN	07/19/2024	Bank Draft	0.00	160.48	DFT0004116
7507	CIGNA HEALTH AND LIFE INSURANCE COMPAN	07/19/2024	Bank Draft	0.00	620.44	DFT0004119
7507	CIGNA HEALTH AND LIFE INSURANCE COMPAN	07/19/2024	Bank Draft	0.00	620.35	DFT0004120

Check Report

Date Range: 07/12/2024 - 07/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5733	CLARITY TELECOM, LLC	07/19/2024	EFT	0.00	226.45	17123
4054	COMPUTER INFORMATION SYSTEMS, INC.	07/19/2024	EFT	0.00	6,639.84	17124
3680	COWDEN, ANDREW	07/12/2024	EFT	0.00	80.00	17043
7704	CRAWFORD, CHERYL	07/19/2024	Regular	0.00	50.00	124737
7394	CRESTED RIVER CANNABIS COMPANY	07/12/2024	EFT	0.00	669.00	17044
7394	CRESTED RIVER CANNABIS COMPANY	07/19/2024	EFT	0.00	1,155.00	17125
5545	CROW RIVER WINERY	07/19/2024	Regular	0.00	457.20	124738
0920	CULLIGAN WATER CONDITIONING OF MARSHAL	07/12/2024	Regular	0.00	127.75	124688
2244	CYGNUS OPERATING LLC	07/12/2024	Regular	0.00	2,492.86	124689
2244	CYGNUS OPERATING LLC	07/19/2024	Regular	0.00	150.20	124739
3819	DACOTAH PAPER CO	07/12/2024	EFT	0.90	205.89	17045
3819	DACOTAH PAPER CO	07/19/2024	EFT	4.70	465.47	17126
7102	DAHLHEIMER BEVERAGE	07/19/2024	EFT	0.00	2,065.80	17127
2913	DESMET, JASMINE	07/12/2024	EFT	0.00	27.18	17046
7689	DISCOVER PRODUCTS INC.	07/12/2024	Regular	0.00	22.00	124691
5731	DOLL DISTRIBUTING LLC	07/12/2024	EFT	0.00	44,532.75	17047
5731	DOLL DISTRIBUTING LLC	07/19/2024	EFT	0.00	13,284.67	17128
0713	DOOSAN BOBCAT NORTH AMERICA, INC	07/12/2024	Regular	0.00	38,724.03	124692
7688	DRIETZ, JOSLYNN	07/12/2024	Regular	0.00	1,000.00	124693
1020	DUININCK, INC.	07/12/2024	EFT	0.00	721.79	17048
1037	ECOWATER SYSTEMS	07/12/2024	EFT	0.00	49.50	17049
1047	ELECTRIC PUMP INC	07/19/2024	EFT	0.00	100,994.00	17129
1090	FASTENAL COMPANY	07/12/2024	EFT	0.00	330.05	17050
1090	FASTENAL COMPANY	07/19/2024	EFT	0.00	351.66	17130
7698	FENNERN, TRUDY	07/19/2024	Regular	0.00	500.00	124740
7073	FIXEN CHIROPRACTIC	07/12/2024	EFT	0.00	290.00	17051
1158	GALLS INC	07/12/2024	EFT	0.00	808.18	17052
1158	GALLS INC	07/19/2024	EFT	0.00	94.84	17131
6478	GOPHER STATE ONE CALL	07/19/2024	EFT	0.00	236.25	17132
6127	GRANDVIEW VALLEY WINERY, INC	07/12/2024	Regular	0.00	2,172.00	124694
6379	GRAPE BEGINNINGS, INC.	07/19/2024	EFT	0.00	393.00	17133
1208	GREAT PLAINS NATURAL GAS COMPANY	07/19/2024	Regular	0.00	57,386.00	124741
7692	GREGOIRE-LUCENTE, DENISE	07/12/2024	Regular	0.00	50.00	124695
7388	HAEN, DAVID CHARLES	07/19/2024	EFT	0.00	359.40	17134
2946	HANSON, SHARON	07/12/2024	EFT	0.00	586.26	17053
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	07/19/2024	Bank Draft	0.00	451.99	DFT0004065
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	07/19/2024	Bank Draft	0.00	451.87	DFT0004101
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	07/19/2024	Bank Draft	0.00	31.92	DFT0004117
1256	HAWKINS INC	07/12/2024	EFT	0.00	443.00	17054
7705	HEIL, CRAIG	07/19/2024	Regular	0.00	100.00	124742
1271	HENLE PRINTING COMPANY	07/12/2024	EFT	0.00	368.93	17055
6049	HERC-U-LIFT	07/12/2024	Regular	0.00	201.39	124696
0665	HUBER, DORIS	07/19/2024	EFT	0.00	79.69	17135
1311	HY-VEE ACCOUNTS RECEIVABLE	07/12/2024	Regular	0.00	90.77	124697
1311	HY-VEE ACCOUNTS RECEIVABLE	07/19/2024	Regular	0.00	5.92	124743
1325	ICMA RETIREMENT TRUST #300877	07/19/2024	EFT	0.00	50.00	17136
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	07/12/2024	EFT	0.00	61.26	17056
1358	INTERNAL REVENUE SERVICE	07/19/2024	Bank Draft	0.00	34,317.70	DFT0004111
1358	INTERNAL REVENUE SERVICE	07/19/2024	Bank Draft	0.00	24,851.66	DFT0004112
1358	INTERNAL REVENUE SERVICE	07/19/2024	Bank Draft	0.00	10,161.30	DFT0004113
6540	INTERNATIONAL CHEMTEX, LLC	07/19/2024	EFT	0.00	976.97	17137
1362	INTOXIMETERS	07/19/2024	Regular	0.00	850.00	124744
7656	INTUITION BREWING	07/12/2024	Regular	0.00	540.88	124698
7690	JOHN E. REID AND ASSOCIATES, INC.	07/12/2024	Regular	0.00	3,150.00	124699
1399	JOHNSON BROTHERS LIQUOR COMPANY	07/12/2024	EFT	0.00	41,009.21	17060
1399	JOHNSON BROTHERS LIQUOR COMPANY	07/19/2024	EFT	0.00	11,890.29	17140
2036	JOHNSON BROTHERS LIQUOR COMPANY	07/12/2024	EFT	0.00	30,683.43	17059
2036	JOHNSON BROTHERS LIQUOR COMPANY	07/19/2024	EFT	0.00	14,377.67	17139
2605	JOHNSON BROTHERS LIQUOR COMPANY	07/12/2024	EFT	0.00	4,586.27	17057
2605	JOHNSON BROTHERS LIQUOR COMPANY	07/19/2024	EFT	0.00	3,401.34	17138
5447	JOHNSON BROTHERS LIQUOR COMPANY	07/12/2024	EFT	0.00	3,477.40	17058

Check Report

Date Range: 07/12/2024 - 07/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5447	JOHNSON BROTHERS LIQUOR COMPANY	07/19/2024	EFT	0.00	925.95	17141
7332	JOHNSON HEATING	07/19/2024	Regular	0.00	1,260.50	124745
3564	KESTELOOT ENTERPRISES, INC	07/12/2024	EFT	0.00	22.15	17062
5095	KIBBLE EQUIPMENT LLC	07/12/2024	EFT	0.00	207.89	17063
4140	KRUSE FORD-LINCOLN-MERCURY, INC	07/12/2024	EFT	0.00	178.55	17064
4140	KRUSE FORD-LINCOLN-MERCURY, INC	07/19/2024	EFT	0.00	341.46	17142
6629	KURITA AMERICA INC	07/19/2024	EFT	0.00	6,660.00	17143
1480	LAW ENFORCEMENT LABOR SERVICE INC	07/19/2024	EFT	0.00	1,410.00	17144
7699	LEACH, JEFFREY CARL	07/19/2024	Regular	0.00	3,000.00	124746
7302	LEESE, JULIE	07/12/2024	Regular	0.00	50.00	124700
7695	LOCK PROP LLC	07/12/2024	Regular	0.00	56.79	124701
1508	LOCKWOOD MOTORS INC	07/12/2024	EFT	15.66	31.34	17065
3816	LUTHERAN SOCIAL SERVICES	07/19/2024	Regular	0.00	145.75	124747
1531	LYON COUNTY AUDITOR-TREASURER	07/12/2024	EFT	0.00	695.79	17066
1545	LYON COUNTY HIGHWAY DEPARTMENT	07/12/2024	EFT	0.00	12,278.45	17067
1548	LYON COUNTY LANDFILL	07/19/2024	EFT	0.00	16.00	17145
1552	LYON COUNTY RECORDER	07/12/2024	EFT	0.00	240.00	17068
1552	LYON COUNTY RECORDER	07/12/2024	EFT	0.00	60.70	17069
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	07/19/2024	Regular	0.00	45.19	124748
4424	MAAP	07/12/2024	Regular	0.00	165.00	124702
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	07/19/2024	EFT	0.00	1,180.15	17146
1616	MARSHALL CONVENTION & VISITORS BUREAU	07/12/2024	EFT	0.00	17,194.64	17070
4660	MARSHALL FESTIVALS INC.	07/19/2024	EFT	0.00	10,000.00	17147
4874	MARSHALL GIRL'S BASKETBAL BOOSTERS	07/12/2024	Regular	0.00	783.75	124703
6961	MARSHALL GYMNASTICS BOOSTERS	07/12/2024	Regular	0.00	1,575.00	124704
4922	MARSHALL HIGH SCHOOL BOYS & GIRLS TRACK	07/12/2024	Regular	0.00	50.00	124705
1623	MARSHALL INDEPENDENT, INC	07/12/2024	Regular	0.00	39.00	124706
1623	MARSHALL INDEPENDENT, INC	07/19/2024	Regular	0.00	39.00	124749
5813	MARSHALL LUMBER CO	07/12/2024	EFT	0.00	160.48	17071
5813	MARSHALL LUMBER CO	07/19/2024	EFT	0.00	912.92	17148
1633	MARSHALL MUNICIPAL UTILITIES	07/12/2024	EFT	0.00	87,090.23	17072
1633	MARSHALL MUNICIPAL UTILITIES	07/19/2024	EFT	0.00	26,568.83	17149
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	07/19/2024	EFT	3.74	183.22	17150
1637	MARSHALL PUBLIC SCHOOLS	07/12/2024	EFT	0.00	15,805.90	17075
3545	MARSHALL RADIO	07/12/2024	EFT	0.00	2,050.00	17076
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATI	07/12/2024	Regular	0.00	5,977.00	124707
5139	MATHESON TRI-GAS INC	07/19/2024	Regular	0.00	59.62	124750
7077	MEDSURETY, LLC	07/12/2024	Bank Draft	0.00	285.00	DFT0004121
4980	MENARDS INC	07/12/2024	EFT	0.00	294.29	17077
4980	MENARDS INC	07/19/2024	EFT	0.00	363.65	17151
1704	MESERB	07/19/2024	Regular	0.00	350.00	124751
3430	MEZA, JAZMIN	07/19/2024	EFT	0.00	75.00	17152
7630	MIDLAND SCIENTIFIC, INC	07/19/2024	Regular	0.00	39.17	124752
7605	MILK AND HONEY LLC	07/19/2024	Regular	0.00	371.00	124753
1791	MINNESOTA COUNTY ATTORNEYS ASSOC	07/12/2024	Regular	0.00	33.00	124708
1818	MINNESOTA DEPARTMENT OF REVENUE	07/19/2024	Bank Draft	0.00	13,239.97	DFT0004114
1784	MINNESOTA DEPARTMENT OF TRANSPORTATIC	07/19/2024	Regular	0.00	65.96	124754
1774	MINNESOTA DEPTARTMENT OF LABOR & INDU:	07/12/2024	Regular	0.00	6,250.63	124709
7691	MINNESOTA GEOCACHING ASSOCIATION	07/12/2024	Regular	0.00	50.00	124710
7700	MINNESOTA HOCKEY INC	07/19/2024	Regular	0.00	857.50	124755
1813	MINNESOTA POLLUTION CONTROL AGENCY	07/19/2024	Regular	0.00	150.00	124756
1824	MINNESOTA STATE FIRE CHIEFS ASSOCIATION	07/19/2024	Regular	0.00	1,046.00	124757
3669	MINNESOTA STATE RETIREMENT SYSTEM	07/19/2024	Bank Draft	0.00	11,068.46	DFT0004108
7703	MISSOURI BASIN MUNICIPAL POWER AGENCY	07/19/2024	Regular	0.00	1,127.05	124758
1757	MN CHILD SUPPORT PAYMENT CENTER	07/19/2024	Bank Draft	0.00	414.85	DFT0004103
1757	MN CHILD SUPPORT PAYMENT CENTER	07/19/2024	Bank Draft	0.00	306.87	DFT0004104
1764	MN DEPT OF EMPLOYMENT & ECONOMIC DEV	07/19/2024	Regular	0.00	16.77	124759
1690	MOBILE HEALTH SERVICES LLC	07/12/2024	EFT	0.00	56.00	17078
1864	MONTES ELECTRIC INC	07/12/2024	Regular	0.00	2,102.14	124711
1864	MONTES ELECTRIC INC	07/19/2024	Regular	0.00	182.34	124760
2512	NATIONWIDE RETIREMENT	07/19/2024	Bank Draft	0.00	100.00	DFT0004098

Check Report

Date Range: 07/12/2024 - 07/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1923	NCPERS MN GROUP LIFE INS.	07/19/2024	EFT	0.00	240.00	17153
7376	NOON ROTARY CLUB OF MARSHALL	07/12/2024	Regular	0.00	50.00	124712
1945	NORM'S GTC	07/12/2024	Regular	0.00	468.24	124713
1945	NORM'S GTC	07/19/2024	Regular	0.00	608.93	124761
1986	NORTH CENTRAL INTERNATIONAL, INC	07/12/2024	EFT	0.00	79.35	17079
1986	NORTH CENTRAL INTERNATIONAL, INC	07/19/2024	EFT	0.00	281.64	17154
1946	NORTH CENTRAL LABS	07/12/2024	EFT	0.00	1,112.87	17080
7632	NOTHING BUT HEMP	07/19/2024	Regular	0.00	780.00	124762
4566	NSI SOLUTIONS, LLC	07/12/2024	EFT	0.00	658.00	17081
7325	NUTRITION EXCELLENCE LLC	07/12/2024	Regular	0.00	534.99	124714
6463	OFFICE OF MNIT SERVICES	07/19/2024	Regular	0.00	709.62	124763
5891	ONE OFFICE SOLUTION	07/12/2024	EFT	0.00	158.29	17082
5891	ONE OFFICE SOLUTION	07/19/2024	EFT	0.00	146.46	17155
3809	O'REILLY AUTOMOTIVE STORES, INC	07/12/2024	EFT	0.00	299.02	17083
3809	O'REILLY AUTOMOTIVE STORES, INC	07/19/2024	EFT	0.00	474.16	17156
2221	PARSONS, DAVE	07/12/2024	EFT	0.00	53.33	17084
1243	PATZERS INC	07/12/2024	EFT	0.00	335.42	17085
2019	PAUSTIS WINE COMPANY	07/12/2024	EFT	0.00	5,877.25	17086
5707	PAYPAL INC	07/15/2024	Bank Draft	0.00	29.99	DFT0004122
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	07/12/2024	EFT	0.00	158.00	17087
2028	PERA OF MINNESOTA REG	07/19/2024	Bank Draft	0.00	60,019.49	DFT0004106
7053	PERFORMANCE FOOD GROUP, INC.	07/12/2024	Regular	0.00	245.98	124715
2049	PLUNKETTS PEST CONTROL INC	07/12/2024	EFT	31.68	601.92	17088
2064	POWERPLAN	07/12/2024	Regular	0.00	1,680.87	124716
2064	POWERPLAN	07/19/2024	Regular	0.00	744.87	124764
1163	PRZYBILLA, SCOTT	07/12/2024	EFT	0.00	15.00	17089
6166	PULVER MOTOR SVC, LLC	07/12/2024	EFT	0.00	160.00	17090
6166	PULVER MOTOR SVC, LLC	07/19/2024	EFT	0.00	80.00	17157
7322	QUADIENT FINANCE USA, INC	07/19/2024	Regular	0.00	1,244.86	124765
2112	R AND G CONSTRUCTION COMPANY	07/12/2024	EFT	0.00	39,368.94	17091
6426	REMINGTON RIDGE VINEYARD	07/19/2024	Regular	0.00	290.00	124766
0707	ROADSIDE DEVELOPERS INC	07/12/2024	Regular	0.00	225.00	124717
5867	ROUND LAKE VINEYARDS & WINERY	07/12/2024	EFT	0.00	150.00	17092
2201	RUNNING SUPPLY, INC	07/12/2024	EFT	0.00	182.16	17093
2201	RUNNING SUPPLY, INC	07/19/2024	EFT	0.00	88.08	17158
4009	SKY PRINTING, INC.	07/12/2024	Regular	0.00	215.54	124718
7707	SMITH, ELAINE	07/19/2024	Regular	0.00	500.00	124767
3495	SMSU	07/12/2024	EFT	0.00	3,250.00	17094
4855	SOUTHERN GLAZER'S	07/12/2024	EFT	0.00	29,295.72	17095
4855	SOUTHERN GLAZER'S	07/19/2024	EFT	0.00	10,420.53	17159
2311	SOUTHWEST GLASS CENTER, INC	07/19/2024	EFT	0.00	65.00	17161
2318	SOUTHWEST SANITATION INC.	07/12/2024	EFT	0.00	4,442.37	17097
2318	SOUTHWEST SANITATION INC.	07/19/2024	EFT	0.00	90.00	17162
7663	SPEEDEE DELIVERY SERVICE, INC	07/19/2024	Regular	0.00	13.51	124768
7526	STERICYCLE, INC.	07/19/2024	Regular	0.00	125.78	124769
6318	STERLING EQUIPMENT & REPAIR, INC	07/12/2024	EFT	0.00	2.05	17098
7693	STEVENS, CLOIE	07/12/2024	Regular	0.00	150.00	124719
6706	SUN LIFE FINANCIAL	07/19/2024	EFT	0.00	1,634.38	17163
3315	SUSSNER CONSTRUCTION	07/12/2024	EFT	0.00	429,188.43	17099
6535	SW DUST TREATMENT, INC	07/12/2024	Regular	0.00	5,315.00	124720
6277	TALKING WATERS BREWING CO, LLC	07/12/2024	EFT	0.00	640.00	17100
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	07/19/2024	Regular	0.00	80.00	124770
4734	TESSMAN COMPANY	07/19/2024	EFT	0.00	1,780.00	17164
0875	THE COMPUTER MAN INC	07/12/2024	EFT	0.00	6,099.40	17101
0875	THE COMPUTER MAN INC	07/19/2024	EFT	0.00	2,272.28	17165
2428	TITAN MACHINERY	07/12/2024	EFT	0.00	145,449.70	17102
6389	TOWNE & COUNTRY EXCAVATING LLC	07/19/2024	EFT	0.00	182,156.80	17166
6786	TRUCK CENTER COMPANIES EAST LLC	07/19/2024	EFT	0.00	1,685.97	17167
1423	TRUEDSON, SCOTT	07/12/2024	EFT	0.00	15.00	17103
6169	UNITED STATES ICE RINK ASSOCIATION	07/12/2024	Regular	0.00	350.00	124721
2497	UNIVERSITY OF MINNESOTA EXTENSION SERVIC	07/12/2024	Regular	0.00	442.50	124722

Check Report

Date Range: 07/12/2024 - 07/19/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2499	US BANK	07/12/2024	EFT	0.00	3,550.00	17104
7036	US BANK	07/19/2024	EFT	0.00	537,205.02	17168
3443	VALIC DEFERRED COMP	07/19/2024	Bank Draft	0.00	1,055.77	DFT0004099
3443	VALIC DEFERRED COMP	07/19/2024	Bank Draft	0.00	1,396.15	DFT0004100
7576	VAN HYFTE, MELISSA	07/19/2024	Regular	0.00	50.00	124771
7702	VANNEEUWE, BOB	07/19/2024	Regular	0.00	50.00	124772
4489	VERIZON WIRELESS	07/19/2024	EFT	0.00	35.01	17170
4489	VERIZON WIRELESS	07/19/2024	EFT	0.00	39.02	17171
6694	VESTIS GROUP, INC.	07/12/2024	Regular	0.00	126.94	124723
2538	VIKING COCA COLA BOTTLING CO.	07/12/2024	EFT	0.00	795.00	17105
2538	VIKING COCA COLA BOTTLING CO.	07/19/2024	EFT	0.00	742.95	17172
4594	VINOCOPIA INC	07/12/2024	EFT	0.00	391.50	17106
3639	VOS, CHARLIE	07/12/2024	EFT	0.00	664.39	17107
6085	VOYA - INVESTORS CHOICE	07/19/2024	Bank Draft	0.00	4,143.26	DFT0004109
6791	WALMART	07/12/2024	Regular	0.00	311.58	124724
6791	WALMART	07/19/2024	Regular	0.00	179.58	124773
2595	WESTERN PRINT GROUP	07/12/2024	EFT	0.00	89.10	17108
7701	WINDOM AREA BOOSTER CLUB	07/19/2024	Regular	0.00	200.00	124774
2631	ZEP MANUFACTURING COMPANY	07/19/2024	EFT	0.00	2,580.20	17173
2632	ZIEGLER INC	07/12/2024	EFT	0.00	843.20	17109
2632	ZIEGLER INC	07/19/2024	EFT	0.00	495.76	17174
2997	ZIMMER, STEPHEN	07/12/2024	EFT	0.00	534.36	17110

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	171	89	0.00	641,249.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	30	30	0.00	318,079.89
EFT's	347	140	98.68	1,937,103.04
	548	259	98.68	2,896,432.35

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	171	89	0.00	641,249.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	30	30	0.00	318,079.89
EFT's	347	140	98.68	1,937,103.04
	548	259	98.68	2,896,432.35

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	7/2024	2,896,432.35
			2,896,432.35

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
7/23/2024

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2022 Prior Payments	2023 Prior Payments	2024 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	66,794.00			11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	(67,734.09)	3,777,763.22		3,518,016.32	220,377.96	39,368.94	-	100.00%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuypers Construction, Inc.	171,642.00	6,078.00	177,720.00		177,000.00	720.00	-	-	100.00%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00	51,540.63				23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00				429,188.43	22,588.87	15.51%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60		1,565,706.60		491,663.55		25,877.03	1,048,166.02	33.05%
ST-001	101-43300-53425	3/26/2024	Chip Seals	Pearson Bros., Inc.	132,504.60		132,504.60					132,504.60	0.00%
ST-002	495-43300-55170	3/26/2024	Bituminous Overlay on Various City Streets	Central Specialties Inc.	587,422.58		587,422.58		195,332.62	327,946.19	33,400.77	30,743.00	94.77%
ST-010	482-43300-55170	4/23/2024	Lyon Circle Reconstruction	A&C Excavating, LLC	161,580.80		161,580.80					161,580.80	0.00%
PK-015	482-45200-55170	4/23/2024	Independence Park parking lot (back)	Towne & Country Excavating LLC	197,216.00		197,216.00				182,156.80	9,587.20	97.23%
				14,679,869.89	687,703.91	15,367,573.80	118,334.63	3,695,016.32	908,094.13	978,660.36	103,275.87	3,863,248.49	

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	City Staff Introduction, Stockwell Overview of Project and Request to Advertise
Meeting Date:	Tuesday, July 23, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Authorize the Advertisement of Bids for the new proposed Marshall Aquatic Center
Background Information:	<p>The Marshall pool has been studied since the early 1930's. Each time, the debate centered on cost, type of facility and amenities. In 1935 the City Council discussed over the course of several years whether to accept funds from the Works Progress Administration (WPA) to build a bathhouse, pool and bandshell. At that time, it meant a city cost-share amount of \$14,252 with the remainder coming from WPA funds. Following debate at multiple City Council meetings and a successful 1936 referendum, in 1937 the WPA project was finally supported. That 1937 main pool is still in use today, however with its known faults and making it one of the oldest pools in Minnesota.</p> <p>In 1968 when a referendum was held and voted down to update the bathhouse and the swimming facilities, the city was presented with notices from the MN Department of Health informing the city of pool violations that still needed to be corrected. Within two years, the city was obligated to update both the pool and the bathhouse.</p> <p>A successful 1987 referendum to update the pool gutter system and decking was effective, but only to the basic operations of the pool. Not long after, city officials were still discussing additional needs and amenities necessary for the aquatic center to remain relevant.</p> <p>In 2008 further debate, including split Council votes, as to the extent of upgrading and improving to correct deficiencies of the aquatic center, ultimately led to a pared down repair project.</p> <p>In 2018, the city studied the current aquatic center. It was found that the current aquatic center has many deficiencies. The structures of both the lap/general use-pool and diving pool have significant cracking and structural deterioration at the gutter joint, internal expansion joints, and wall to floor joints. City staff has documented that the lap/general-use pool and diving pool are currently losing water due to leaks at a rate of 12,000 to 15,000 gallons per day. This is an extreme amount of water loss for a pool vessel. The existing bath house and concessions building suffers from many conditions typical of a building more than 50 years old. It has numerous code compliance issues and many of the building components are inadequate, function poorly or are decayed beyond reasonable repair. The building also has numerous issues in how it serves the users and presents itself to the public. Many areas of the building do not meet the American with Disabilities Act. The mechanical and electrical systems have deteriorated and are in need of repair. Water line breaks are common and waste lines are failing. There is a significant problem of sewer gas entering the shower area of the building and staff have made a makeshift repair that needs replacement. The staff has had to make many repairs to the plumbing systems and these repairs are exposed and add to the poor appearance of the building. Exhaust fans are old and inadequate and provide poor ventilation within spaces.</p> <p>An October 2021 community survey, when respondents were asked an open-ended question to identify additional recreation amenities and programs that the city could offer, the most</p>

common responses were related to swimming pools and water parks. The former topic covered responses related specifically to swimming pools and swimming lessons, while the “water park” topic included references to things like splash pads, water slides, and other water features outside of swimming pools. Furthermore, over 90% of survey respondents reinforced the notion that parks are an essential component for quality of life and attracting individuals to live in and visit the Marshall community.

Concepts for the new aquatic center building program were developed with input from city staff and stakeholders. Participants expressed their desire for items such as increased opportunities for younger children, new amenities, an improved bath house, a concessions area in view of the pool area, a splash pad, and more shade. The building program includes aquatic elements that can accommodate a wide age range and program spaces (changing rooms, concessions, and additional parking) that better serve patrons and staff.

A key part of the community survey was garnering public input regarding different funding options the City of Marshall is exploring to help pay for current or new amenities. The community’s reaction to an extension of the current sales tax was generally good, with a 74% positive response rate. The city is requesting a sales tax extension - it does not raise taxes. If the sales tax extension fails, a property levy increase would mean a 19% increase in the levy or more. The question of whether to fund the construction of a new aquatic center would be placed on a general election ballot question and the voters of Marshall would be able to vote on the approval of the extension of the sales tax to pay for the new aquatic center.

In May of 2021, the City Council authorized Stockwell Engineering to predesign and provide a schematic design for a new Marshall aquatics center.

In 2022, with key support from our local legislators, Senator Dahms and Representative Swedzinski, special legislation that would have enabled Marshall to extend the current sales tax at the current rate of 0.5% to pay for the costs of a new aquatic center. Unfortunately, the Legislature adjourned in May of 2022 without passing a tax bill that would have included Marshall’s special sales tax legislation.

In 2023, the city once again approached our legislators and was able to resubmit the 2022 proposed language with updated cost estimates for the aquatic center from late 2022.

On May 24, 2023, Governor Walz signed into legislation Chapter 64, House File 1938 that authorized the City of Marshall to extend the sales and use tax of one-half of one percent if approved by the voters at an election held on November 7, 2023.

In August of 2023, the City Council, contingent on successful November 7, 2023 referendum, authorized Stockwell Engineering to design, prepare construction documents, and bidding documents for the new aquatic center.

On November 7, 2023, the voters of Marshall were asked the following ballot question:

Shall the City of Marshall be authorized to (a) extend a sales and use tax of one-half of one percent (0.50%) for the purpose of paying the costs of collecting and administering the tax and paying for the construction of a new municipal aquatic center in the City, plus associated bonding costs, including interest on any bonds, and (b) issue its general obligation bonds in an aggregate principal amount not to exceed \$18,370,000, plus the cost of issuing the bonds, including interest on the bonds, to finance the construction of a new municipal aquatic center in the City?

	<p>The election result: Yes 1,455 (66.44%) No 735 (33.56%)</p> <p>Following these election results the City Council formed an Aquatic Center Committee to assist Stockwell with design/construction/bidding plans Councilmembers Schafer, Alcorn and Moua Leske have participated on this Committee along with City Staff.</p> <p>In December of 2023, with the intention of offering residents and local businesses sponsorship and special recognition opportunities, a community led <i>Jump In, Make A Splash</i> committee was formed in partnership with the Marshall Community Foundation, and the City of Marshall. The successful referendum held on November 7, 2023, will provide \$18.3 million in funds through the extension of the sales tax in Marshall, but additional commitments will help support further amenities such as a body slide flume, lily pad water walk, climbing wall and more shade structures. All donations are being made to the Marshall Community Foundation, who is serving as the fiscal agent for the project and managing the aquatic center fund. To date, the fundraising committee has reported just over \$600,000 received or pledged towards the new aquatic center.</p> <p>Recently the Aquatic Center Committee finalized the plan set and Stockwell has prepared bidding documents.</p> <p>Stockwell Engineering representative David Locke will be present at the July 23, 2024 Council meeting to describe the overall finalized concept and cost estimates. City Staff will also be present to assist and answer any questions.</p>
Fiscal Impact:	See cost estimate
Alternative/ Variations:	Do not authorize the Advertisement of Bids for the proposed new Marshall Aquatic Center
Recommendations:	Authorize the Advertisement of Bids for the proposed new Marshall Aquatic Center

Cost Estimate - Base Bid (CD Set)

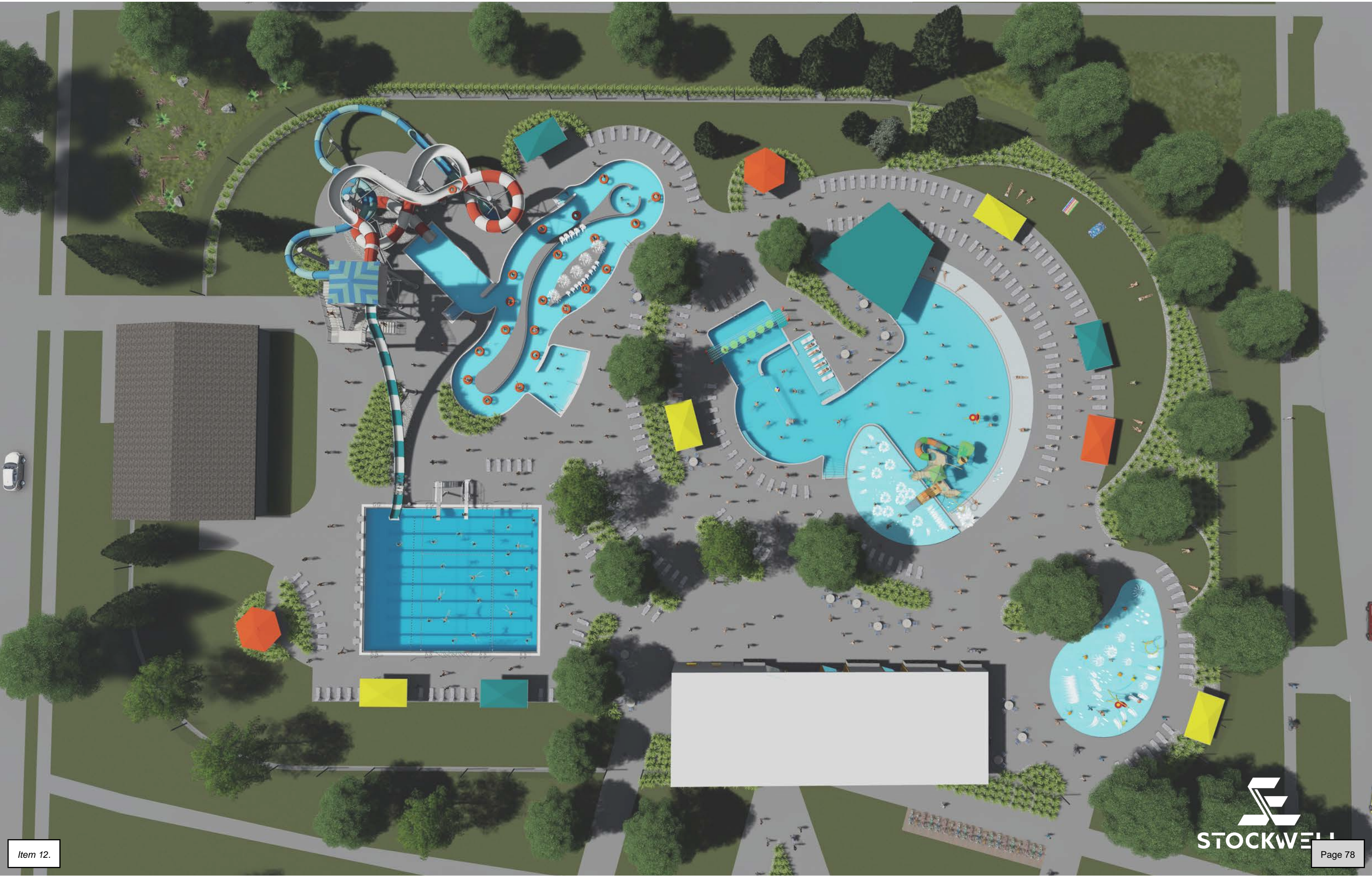
ITEM NO.	ITEM	PRICE
General Items		\$456,750.00
Traffic Control		\$44,474.85
Erosion Control		\$74,885.79
Removals & Grading		\$404,681.55
Misc Utility Items		\$68,250.00
Sanitary Sewer		\$188,874.00
Water Main		\$29,883.00
Drainage		\$440,916.26
Surfacing		\$999,228.83
Landscape Items		\$242,618.25
Special Items		\$199,500.00
Aquatics		\$9,297,750.00
Building Structures		\$4,054,654.80
Total Estimated Construction Costs		\$16,502,467.33

Owner Furnished Items (deck furniture, safety equipment, floatables, etc.)	Allow	1	\$200,000.00	\$200,000.00
Site PA & Sound System	Allow	1	\$75,000.00	\$75,000.00
Concessions Equipment (minimal heat & serve equip, NO grill or frying)	Allow	1	\$60,000.00	\$60,000.00
Geotechnical & Testing	Allow	1	\$110,016.45	\$110,016.45
Design/Construction Administration/Staking Fees	Allow	1	\$2,007,300.00	\$2,007,300.00

TOTAL BASE BID PROJECT COSTS \$18,954,783.78
Cost Estimate - Alternates (CD Set)

ITEM NO.	ITEM	PRICE
A1	Body Slide Flume	\$218,000.00
A2	Lily Pad Water Walk	\$343,350.00
A3	Shade Structures	\$135,238.48
A4	Climbing Walls & Wibit	\$103,550.00
A5	Demolition of Existing Facility	\$330,292.35
A6	Hwy 19 Pre-cast/Masonry Privacy Wall	\$83,931.09
A7	H2O Integration Controls	\$65,400.00
TOTAL ADD ALTERNATE PROJECT COSTS		\$1,279,761.92















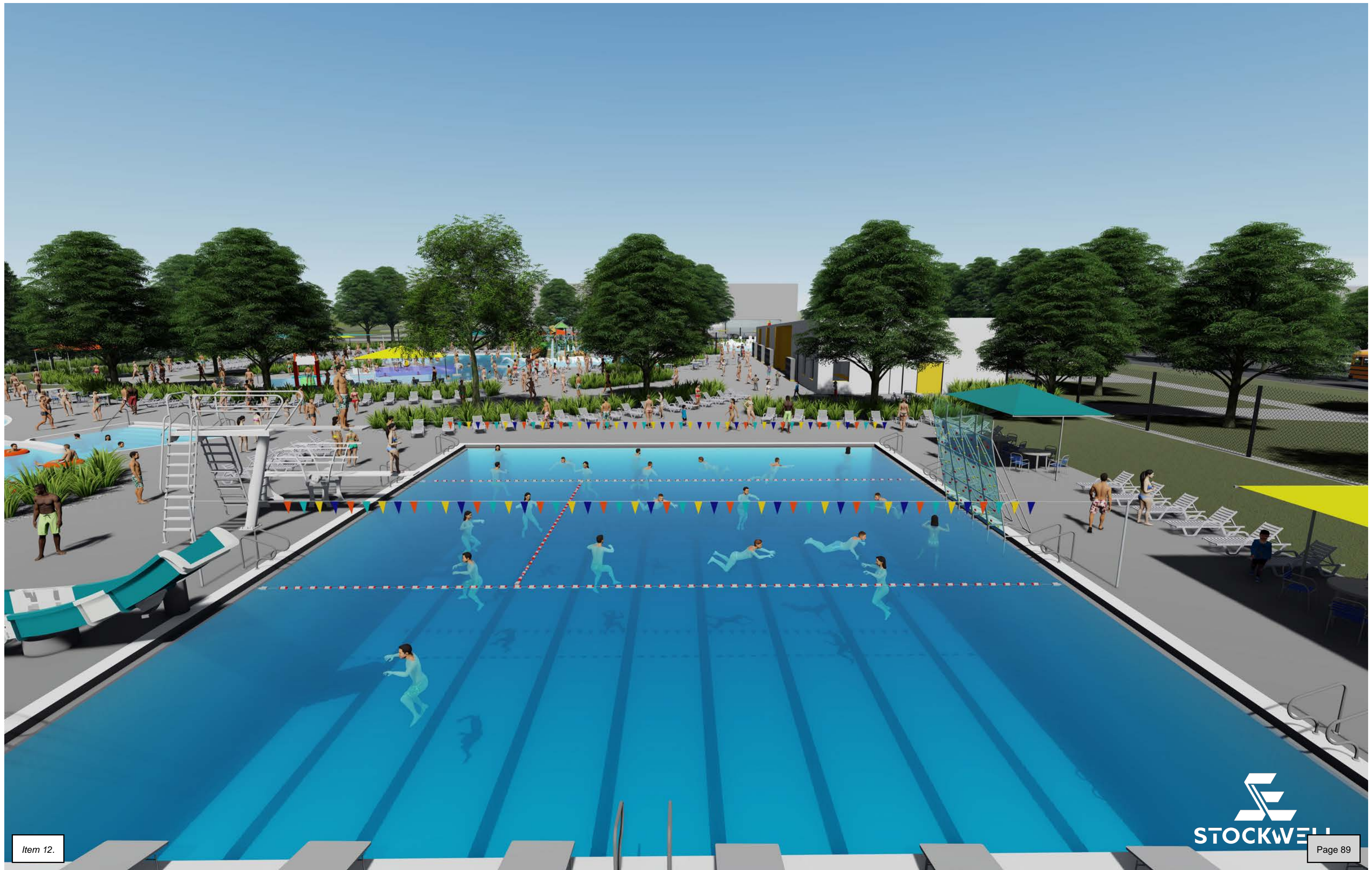
























ADVERTISEMENT FOR BIDS

City of Marshall (Owner) is requesting Bids for the construction of the following project:

Marshall Aquatic Center
Site Improvements
Marshall, MN
SEI No: 21045

Sealed bids for the construction of the Project will be received by the City of Marshall in care of Eric Hanson at City Hall of Marshall at 344 W Main Street, Marshall, MN 56258 until **2:00pm**, local time, **Thursday, August 29th, 2024** and then will be publicly opened and read immediately thereafter. No bids will be received after the specified hour and date, and Bids which are not prepared and filed in accordance with "Instructions to Bidders" may be rejected.

The project includes the following work:

The work includes demolition, earthwork, concrete paving, site furnishings, bathhouse, mechanical building, aquatic facilities, site utilities, and final erosion control and other Work indicated in the Contract Documents.

No bid will be considered unless it is securely sealed in an envelope with the name of the bidder and the nature of the bid clearly indicated on the front of the envelope and received by Eric Hanson prior to the time noted above for the closing of bids.

The Issuing Office for the Bidding Documents is Stockwell Engineers located at 801 North Phillips Ave, Suite 100, Sioux Falls, SD 57104, (605) 338-6668. Plans and Specifications are on file at the Office of the City Engineer at Marshall City Hall located at 344 West Main Street, Marshall, MN 56258, telephone: 507-537-6773. Prospective bidders may download and examine complete electronic bidding documents at no charge at the designated website, www.stockwellengineers.com.

Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Vendors who desire specifications may secure them from Stockwell Engineers, Inc. Copies of the plans and specifications will be furnished on request to any prospective bidder upon a deposit of \$350.00 (non-refundable) made payable to Stockwell Engineers, Inc.

Bids shall be submitted on the prescribed form. Bids will be rejected if they show any conditions or uncalled for alternative bids. All bids shall be on the basis of cash payment according to the terms of the bidding documents.

The submittal of a Bid will constitute an incontrovertible representation by Bidder that the Bidder has examined carefully the bidding documents, visited the site, is familiar with the local conditions under which the work is to be performed, and correlated Bidder's observations with the requirements of the bidding documents.

Each bid shall be accompanied by Bid Security equal to 10% of the bid amount as specified in the bidding documents, which shall be forfeited to the City of Marshall in the event the successful bidder fails to enter into a contract, furnish performance or payment bonds, or provide proof of required insurance. The bid security shall be a bid bond issued by a surety company authorized to do business in the State of Minnesota and acceptable to the City, or a certified check or cashier's check from a federally insured bank, payable to "City of Marshall." Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages. If awarded the contract, the bidder will be required to execute and deliver a payment bond and performance bond, each for an amount no less than the total amount of the contract. The bidder will also be required to enter into the City's Construction Agreement.

The submitted bid must also include a signed statement by the contractor verifying it is a "responsible contractor" under Minnesota Statutes, section 16C.285 and a list of all its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, the selected contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers the contractor intends to use to perform

project work have verified to the contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

The City of Marshall reserves the right to reject any or all bids, accept any bid, waive any informalities in the bids submitted and waive minor discrepancies between a bid and the Bidding Instructions as it deems to be in its best interests. No bid may be withdrawn for a period of sixty (60) days. For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Marshall
By: Steven Anderson
Title: City Clerk

Publish Date(s): August 6 & August 13, 2024
Published twice at the approximate cost of \$_____.

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Katie Brusven
Meeting Date:	Tuesday, July 23, 2024
Category:	NEW BUSINESS
Type:	INFO
Subject:	Adult Community Center Update
Background Information:	Katie Brusven, ACC Coordinator, will provide an annual update to City Council on the Adult Community Center. Additional handouts will be given during the presentation.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	N/A



ADULT COMMUNITY CENTER

Katie Brusven
Coordinator





Adult Community Center

- Serves Marshall and surrounding communities
- ACC Commission

MASC: Marshall Area Senior Citizens

- 500 members
- MASC Board

LSS: Lutheran Social Services

- *Meals on wheels* approx. 75/day
- *Congregate* approx. 10/
- Grants and Sponsorships



Adult Basic Ed

American Legion Auxiliary

Coin Club

Dementia Caregiver

Support Group

Foot Care Clinics

HAM Radio

Master Gardeners

Parkinson's Support Group

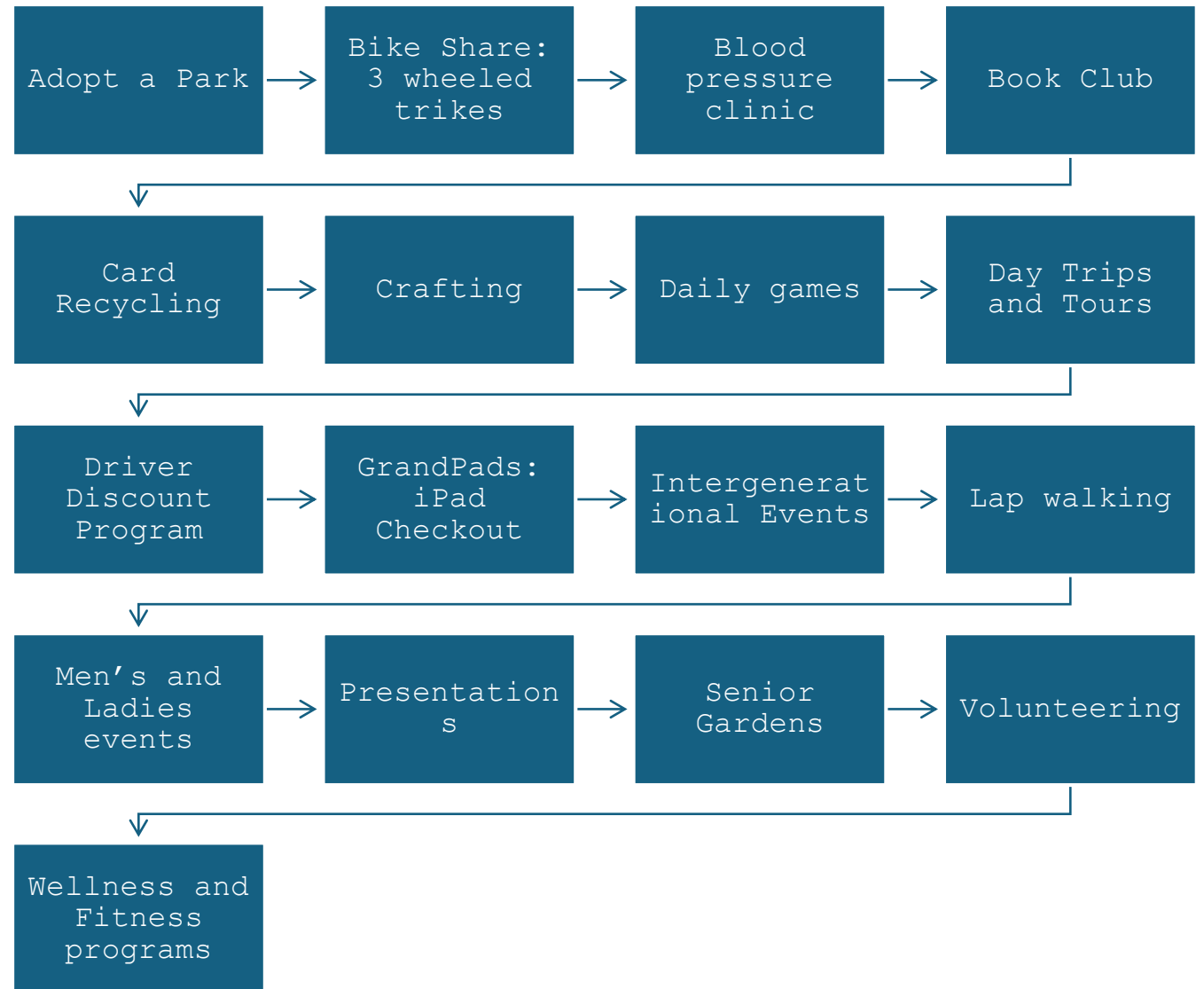
Private Rentals

Stamp Club

Threadbenders: Quilt Club

VFW Auxiliary

Opportunity



	Check In's	Unduplicated Guests
2023	13,487	437
2024 through June	7,919	374

Does not include non- staffed events



Questing , not
resting

A week in the life...



22-Jul

23-Jul

24-Jul

25-Jul

26-Jul

8 am Walk with
us

8 am Walk with
us

8:30 Garden
Volunteers

9:00 Fitness

10:00
Bingocize

9:00 Senior
Golf

9:00 Mens
Event:
Mocktail &
Mystery

9:30 Newsletter
Assembly

10:30 am Doug
Ohman:
Libraries of MN

8 am Walk with us

9:00 Chair Yoga
with Kandice

10:00 am Cribbage

10:00 am
Hammertyme Band

1pmMahJongg

1 pm Bridge,
Pinochle, Farkle

8 am Walk with us

8:30 Garden
Volunteers

9:00 Fitness

9:30 Card Recycling

9:30 am Hand, Knee,
Foot

10:00 Bingocize

1 pm MASC Member
BINGO

1 pm Hand, Knee,
Foot

8 am Walk with us

9-12 Foot Clinic
(appointment
required)

10 am Book Club

1 pm Ponytail
Canasta/Whist

Item 13.

1 pm Yahtzee,
Pepper
MahJongg

Page 106

Noteworthy Highlights

Volunteer work

- Tinkerboards for hospice
- Landscape Cleanup
- Coffee & Program setup
- Benches: Legion donation
- Handyman projects
(shelves, cranks,
tables/chairs/patching)

Administrative projects

- 35 years of binders backed up
- Creating data bases-
consolidating information
- Code of conduct
- Rental contracts
- Schedules Plus- updating
efficiency

2024 grants

- Avangrid Water Bottle Fillers
\$1,500
- MCF Tables \$2,500
- SWIF: Paul & Alma Schwan
Aging Trust Endowment Fund
\$25,000
- Cell Phone Recycling

Completed Projects

- Tables
- Re-landscape Islands
- Cleaned Vents, Replaced Registers
- Pest Control Service
- Dining Room Blinds
- Exit Pushbars on 2 doors
- Replace 2 Main Door Controls
- 1 restroom door repair
- Water Bottle Fillers
- Smoke/CO2 alarms
- Replace front benches
- Refinish patio benches
- Many "handyman" projects

To Do:

- Address air flow to fridge room/kitchen
- Automatic exterior lighting
- Window Schedule



Item 13.

What's

- August 20th: Open House

Next:

- ~~SWIF GRANT~~ Stay Sharp Kits
- Senior Survey: MNRAAA, ACE, ABE
 - Goal: What are the trends, how can we improve/meet gaps
 - What are the younger seniors' needs?
 - Are we balancing our "old with new" (marketing- paper versus digital)
- Continue to offer programming that meets the community needs-
NEED(want) TECH U Volunteer
- Help older adults feel value and fulfillment by providing opportunities to live their best life

• Aging is so cool, everyone
is doing it!



Adult Community Center: Marshall, MN

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Eric Luther
Meeting Date:	Tuesday, July 23, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Tall Grass Liquor annual report
Background Information:	Tall Grass Liquor Store Manager Eric Luther will present the annual report
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

Tall Grass Liquor

2023 Annual Report



This report is the City of Marshall's Municipal Liquor Operations Report outlining the liquor activities of Tall Grass Liquor over the past year. The information herein also provides a history of sales data and past events. This report includes analysis over the past five (5) calendar years.

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V. Community Service Support 6

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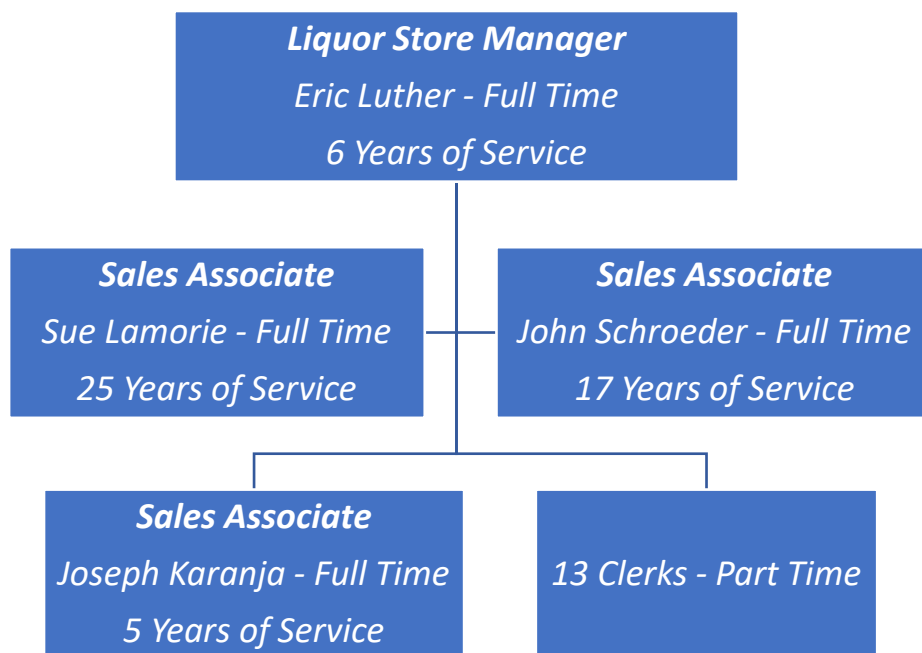
VII. Semi Annual Review (January 2024 – June 2024)..... 8

VIII. Proposed 2025 Budget..... 8

I. Liquor Operations

The Marshall Municipal Liquor store has been in operation since 1934. The current liquor store is located at 1410 Boyer Drive and has been operating at this location since November 2016. To this day, the profits from the liquor operations provide a much-needed revenue source for the Marshall community. Profits from the municipal liquor store help to reduce the property tax levy and provide funds for special projects.

2023 Organizational Structure



Mission Statement

The business is designed and intended to control the sale of intoxicating beverages by following all statutes established by the State of Minnesota, by providing the best quality shopping experience for our customers, at a profit that is reinvested back into the community, and by providing an environment that is positive for customers, associates, and managers.

Store Priorities

- Working clean and safe
- Store Tours by all staff to identify areas for improvement throughout shift
- Friendly and helpful to all customers/co-workers
- Keeping all areas of the store organized/stocked/faced

II. Sales & Profits

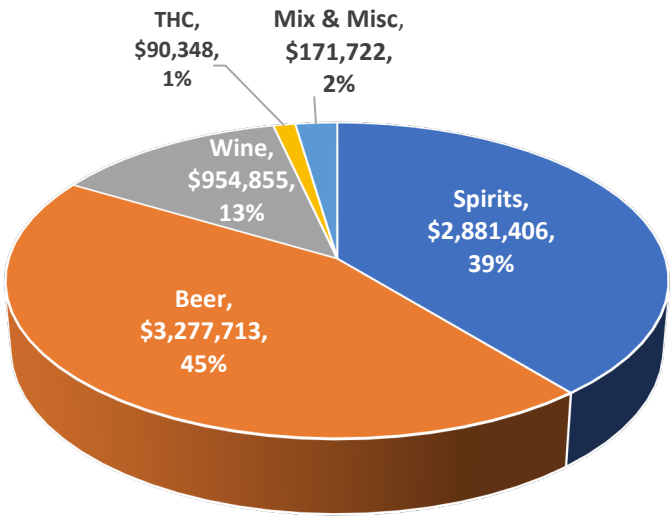
In 2023, the overall sales of the Liquor Operation were \$7,376,044 with income before transfers of \$1,158,807. This was an increase of total sales by \$297,897 and an income before transfers increase of \$269,393 when compared to 2022.



Sales & Gross Profit by Category

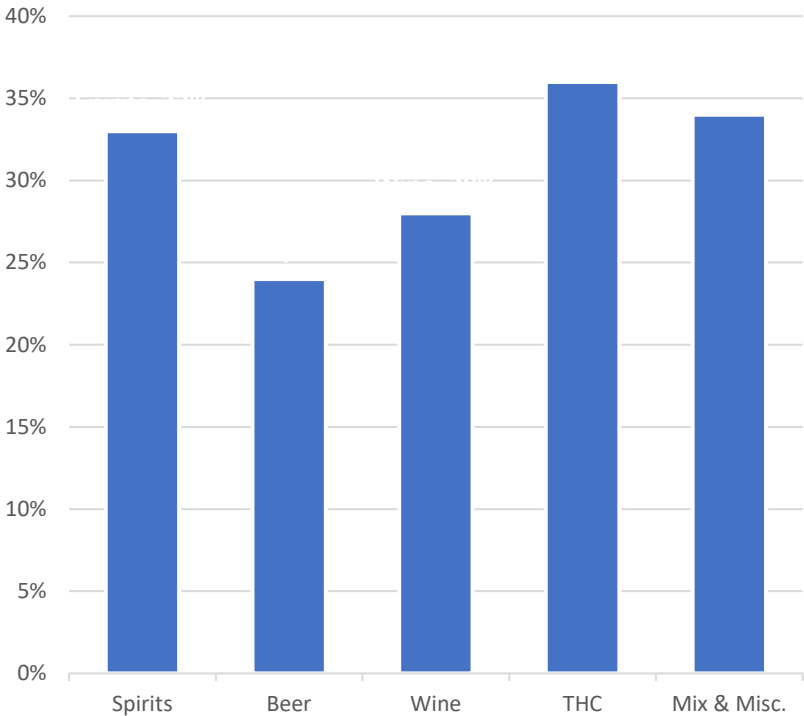
The adjacent chart shows the distribution of the 2023 annual sales based upon the five categories of: Beer, Spirits, Wine, THC, and Mix & Miscellaneous. Beer Sales account for 45% of total sales, with Spirits accounting for 39%.

2023 Sales by Category

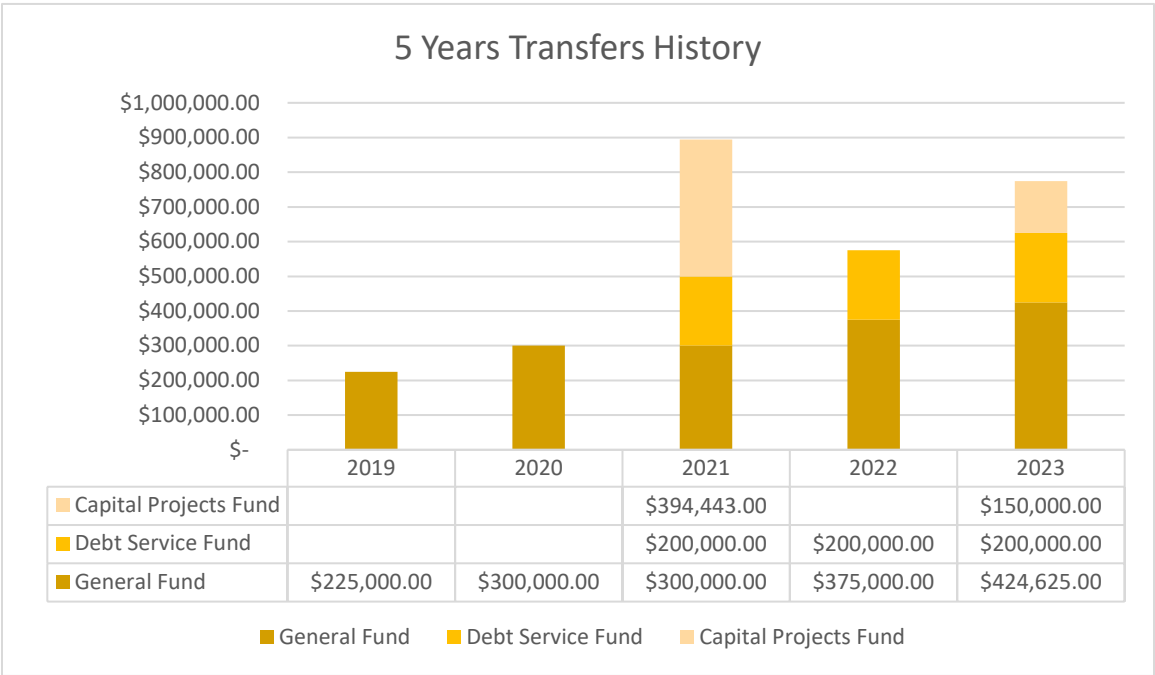


The adjacent chart shows gross profit percentage by category. Even though Beer has the highest sale dollars, all other categories have the higher gross profit percentage.

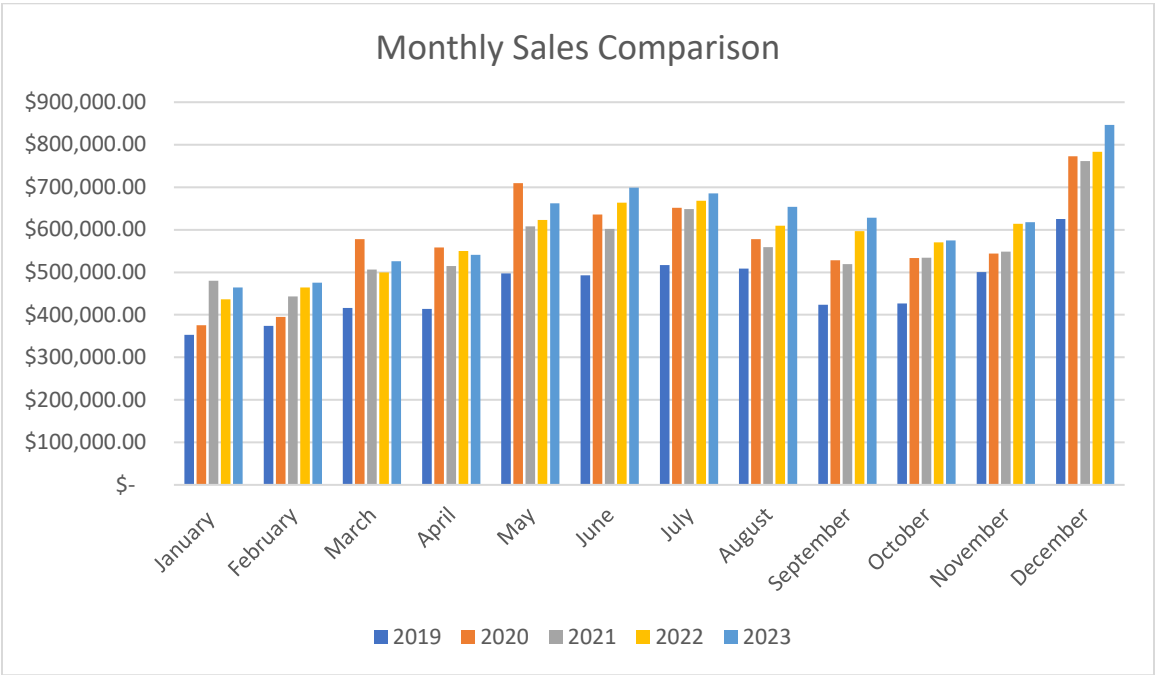
2023 Gross Profit by Category



Transfers



Monthly Sales 2019-2023



III. Trends

RTD's (Ready to Drink) Cocktails continued to sell well in 2023. Vodka based cocktails like Carbliss and High Noon lead the RTD category. Craft beer, especially Minnesota brewed brands like Grain Belt Premium, Surly, Brau Brothers and Talking Waters were popular with customers. Non-Alcoholic beer also saw an increase in sales for 2023. THC seltzers, soda and edibles did well in the last ½ of 2023.

IV. Events/On-line Ordering Platform

In-store sampling continues to drive trial/sales over all categories. Tall Grass hosts several in-store tasting events like the Fall Wine Walkabout, Tis the Season Holiday Sampling event and The Bourbon Tasting Experience. All events promoted activation of our products and brands.

Tall Grass Liquor, along with Visit Marshall, co-sponsored the Made in Minnesota Craft Beer and Wine Festival at the Red Baron Arena/Expo in May. 38 vendors and 400 attendees sampled products from breweries and wineries across the state.

Tall Grass Liquor on-line ordering platform continued to gain users and build awareness in 2023. Customers can order on-line for curbside or in-store pick up during business hours. We also use this ordering platform for Suite holders for SMSU home football games and Prairie Jam.

V. Community Service Support

- Marshall Pet Rescue donation.
- SMSU Foundation through supplier donated items used at several fundraising events.
- Independence Park disc golf hole sponsor.
- MHS post-prom event & PTA 5K run donation.
- Brau Brothers/United Way beer pairing event.
- United Way 'Stuff the Bus' drop off location
- MMBA Community Value: Fireman's Fundraiser, Food Shelf & Adopt a pet.

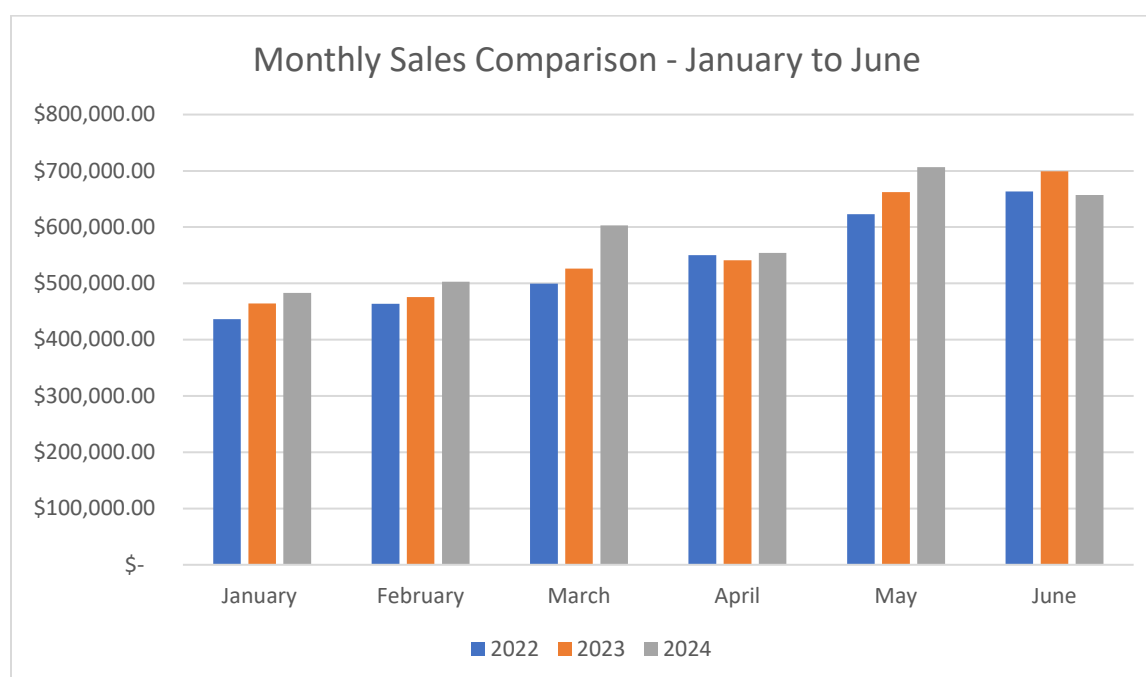
VI. Accomplishments

- Completed in-person beverage alcohol off-sale training/carding for all staff.
- Completed in-person THC product training for all full-time sales associates and all part-time staff.
- Manager and one full-time sales associate attended Minnesota Municipal Beverage Association annual meeting.
- Manager and all full-time sales associates attended MMBA regional meeting.
- Completed video surveillance upgrade of sales floor and exterior of building.
- Wash sink added to the warehouse to help with clean up of broken bottles/product in this area of the building.
- Added several customer service enhancements to the sales floor: A locked cabinet for high-end and allocated products so customers can shop these items on the sales floor, two six foot long refrigerated open-air merchandisers allowing our store to offer more cold single can offerings

and a better selection of cold ready to drink cocktails and four large electronic message boards that advertise specials and other in-store information to our customers.

VII. Semi Annual Review (January – June)

	2022	2023	2024	2023/2024 % Change
Sales	\$3,236,617	\$3,368,694	\$3,507,581	4.1%
Customer Count	96,645	98,222	100,127	1.9%
Average Ticket	\$33.49	\$34.30	\$35.02	2.1%



VIII. Proposed 2025 Budget

2025 sales estimates are at a 3% increase over 2024. Currently we are trending about 4% ahead of sales for 2024. Tall Grass customers continue to see the value and selection that we offer along with a great shopping experience.

Gross Profit is targeted at 29% for 2025. Monthly report analysis, attention to product costs and strategic purchasing will ensure we are on track to hit this goal. Tall Grass Liquor continues to see the benefits of prior investments made earlier with a free-standing 50ml merchandiser and now four self-serve open-air coolers displaying for purchase single cans, THC sodas/seltzers, cold wine and RTD cocktails. All these investments promote customer 'add on' sales and higher gross profits.

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Eric Luther
Meeting Date:	Tuesday, July 23, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Tall Grass Agreements for Canning, Photograph Use, and Fiscal Agent
Background Information:	<p>Tall Grass purchases beer from Brau Brothers as part of their normal course of business in acquiring inventory to offer customers. Brau offered to brew and can four (4) types of beer labeled with a design/name unique to the City of Marshall to be sold exclusively at Tall Grass.</p> <p>City staff decided the 4 types to be brewed and canned with the local branding are Cultivate (pale ale), Brew 1872 (amber ale), Jiminey Jumper Juicy Apple (light apple lager), and Mustang Golden Ale. Tall Grass will purchase 200 cases of each type.</p> <p>Lauren Deutz designed the 3 cans associated with the City and Tall Grass, while SMSU staff designed the can for Mustang Golden Ale. The City worked with a graphic designer from Henle Printing for design of the 12-packs.</p> <p>The can for Brew 1872 uses a photograph of the train station provided by the Lyon County Historical Society. The Historical Society agrees to grant permission with no charge to or fee paid by the City.</p> <p>Tall Grass offered to donate \$1.00 to the SMSU Foundation from the sale of Mustang Golden Ale 6-packs and \$1.00 from the sale of the Tall Grass Fridge Pack (which will include 3 cans of Mustang Golden Ale).</p> <p>The beer is expected to be available for sale at Tall Grass at/around the start of Sounds of Summer.</p> <p>City Attorney Pam Whitmore provided the draft agreements.</p>
Fiscal Impact:	The City will pay Brau Brothers its previously negotiated rate for the 200 cases of each of the 4 types of locally branded beer. A portion of the sales for Mustang Golden Ale will be distributed to the SMSU Foundation.
Alternative/Variations:	
Recommendations:	Approve the agreements for local branding canning (with Brau Brothers), permission to use photographs (with Lyon County Historical Society) and fiscal agent (with SMSU Foundation) and authorize the Mayor and City Clerk to sign each agreement.

TALL GRASS LIQUOR

FRIDGE PACK

12x12OZ CANS / 3 OF EACH

CULTIVATE
PALE ALE
BREWED BY BRAU BROTHERS BREWING

BREW 1872
AMBER ALE
BREWED BY BRAU BROTHERS BREWING

JIMINEY JUMPER
LIGHT APPLE LAGER
BREWED BY BRAU BROTHERS BREWING

SMSU MUSTANG
GOLDEN ALE
BREWED BY MUSTANGS
ENJOYED BY MUSTANGS
12 FL. OZ. | 4.2% ALC/VOL



LOCAL BRANDING CANNING AGREEMENT

This Agreement is effective July 23, 2024 by and between Brau Brothers Brewing Company, LLC, a Minnesota limited liability corporation with its principle place of business at 1010 E Southview Dr, Marshall, MN 56258 ("Brau Brothers"), and City of Marshall's municipal liquor store, Tall Grass Liquor ("Tall Grass"), with its principle place of business at 1410 Boyer Dr, Marshall, MN 56258 ("Tall Grass"), collectively referred to as "the Parties".

RECITALS

WHEREAS, Tall Grass is the municipal liquor store of the City of Marshall and purchases beer from Brau Brothers as part of their normal course of business in acquiring inventory to offer to Tall Grass customers; and

WHEREAS, Brau Brothers is a local brewery in the City of Marshall; and

WHEREAS, Brau Brothers desires to further the feeling of community in the City of Marshall by branding beer brewed from June 2024 to August 2024 in cans and packaging branded with images unique to the City of Marshall ("local brands") to be sold at Tall Grass with end product referred to as "locally branded beer"; and

WHEREAS, both parties agree the local branding would further the feeling of community in the City of Marshall, particularly with the Sounds of Summer event.

NOW THEREFORE in consideration of the promises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Quantity. As part of its normal course of acquiring inventory and incorporating the ordering process in place between the parties, Tall Grass agrees to purchase from Brau Brothers a total of two-hundred (200) cases of each of the following types brewed by Brau Brothers and canned with the local branding as identified below:

- a. Type 1 – Cultivate - Pale Ale
- b. Type 2 – Brew 1872 - Amber Ale
- c. Type 3 – Jiminey Jumper Juicy Apple
- d. Type 4 – Mustang Golden Ale

2. Consideration. The parties agrees that the City will pay Brau Brothers its previously negotiated rate for the two-hundred cases of each of the four types of locally branded beer, with this rate reflected in the prices. In exchange for the promise to purchase those specific quantities, Brau Brothers will not separately charge the City for any costs associated with brewing, canning, packaging or delivery of the locally branded beer to Tall Grass.

3. Copyright. The City agrees to provide Brau Brothers with the images to be used on the cans for the locally branded beer. Other than the image provided to Brau Brothers from the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Southwest Minnesota State University (hereinafter "MINNESOTA STATE"), the City has received permission to use images not owned by the City. Brau Brothers and Minnesota State may have a separate agreement related to the brand representing Minnesota State.

4. Trademark. The City acknowledges Brau Brothers' exclusive right, title and interest in the Brau Brothers' Trademarks. Brau Brothers grants to City a non-exclusive right and license to use the Brau Brothers' Trademarks on labels and packaging materials approved by Brau Brothers in the locally branded beer during the term of this Agreement, and for no other purpose.

5. Indemnification.

a. Copyright. The City agrees to indemnify and hold harmless Brau Brothers for infraction of copyright laws, invasion of privacy or any other improper or illegal use that may arise from reproduction of the Image.

b. Other claims. Brau Brothers shall pay and indemnify and hold the City and its agents harmless from and against all claims, damages, losses, costs, expenses, and liabilities of every kind (including attorneys' fees) arising out of the Brau Brothers' product canned, or the breach or alleged breach of this Agreement.

6. Alteration of Image and Credit. Image may be cropped to suit design and layout, but must not be altered, colorized or drawn upon without a letter of permission in addition to this Agreement. With respect to credit for the image provided by Minnesota State, the parties agree that Brau Brothers will comply with the terms of the agreement between Brau Brothers and Minnesota State regarding images.

7. Notice. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified in this agreement or such other address as may be specified by such Party in writing and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

8. Termination. Either party may terminate this Agreement for convenience by providing written notice to the other party at least sixty (60) days prior to the date of termination for convenience. Upon termination, the City will be responsible for paying Brau Brothers only for product brewed, canned and delivered to the City by the date of receiving the notice of termination.

9. Waiver. No failure or delay on the part of the City or Brau Brothers to exercise any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy under this Agreement.

10. Amendment. No amendment, modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing signed by the City and Brau Brothers.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument. Facsimile or electronic signatures on this Agreement shall be as effective and binding as original signatures.

12. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. Entire Agreement. This Agreement constitutes the entire, complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof and supersedes and cancels any prior agreements, term sheets, understandings, covenants, promises, assurances, course of dealing or performance, representations, warranties, or communications, whether oral or written, between the parties hereto.

14. Data Practices. Parties recognize that the Minnesota Data Practices Act applies to the relationship between the Parties. Brau Brothers will identify, as confidential, any trademarks or other information it considers confidential, and provide notification of such to City. City will take reasonable efforts to treat the identification as such but not to the extent doing so violated Chapter 13 of the Minnesota Statutes.

IN WITNESS WHEREOF, the City and Brau Brothers have caused this Local Branding Canning Agreement to be executed as of the date and year first written above.

BRAU BROTHERS BREWING COMPANY
LLC

By: 

Its: TITLE Pres/CEO

CITY OF MARSHALL, MINNESOTA

By: _____

Robert Byrnes

Its: Mayor

By: _____

Steven Anderson

Its: City Clerk

Permission to Use Photographs

THIS Permission to Use a Photograph, dated June 21, 2024 (the “Agreement”), is between Lyon County Historical Society, a registered Minnesota nonprofit corporation (“Historical Society”) and the City of Marshall, Minnesota, a Minnesota municipal corporation (the “City”).

RECITALS

WHEREAS, the City of Marshall’s Municipal Liquor Store, Tall Grass Liquor (“Tall Grass”), desires to enter into an agreement with Brau Brothers Brewing Company (“Brau Brothers”), for the purchase of beer from Brau Brothers to sell at Tall Grass beer manufactured by Brau Brothers and canned by Brau Brothers with City of Marshall specific images (“Marshall branded beer”);

WHEREAS, the City finds that entering into this agreement will further community of the City of Marshall, particularly for City sponsored events, including Sounds of Summer; and

WHEREAS, the City will not expend public resources for manufacturing or canning of the Marshall branded beer, other than budgeted funds for inventory at Tall Grass; and

WHEREAS, the City has identified the image of the historical City of Marshall train station maintained by Lyon County Historical Society (“Train Station Image” or “Image”) as representative of the City of Marshall and desires to use the image for one of the Marshall branded beers.

NOW, THEREFORE, in consideration of the promises and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Copyright. The Historical Society recognizes that the Train Station Image, a copy of which is attached hereto as Exhibit A, represents an image that is a part of its historical archival collections and that the Historical Society has no information about ownership or restrictions on original copyright. The Parties understand that, as a historical archival image, the Lyon County Historical Society has registered copyright on the Image.
2. Length of Use. The Historical Society grants permission to the City, and its delegee Brau Brothers, for this one-project use to can Marshall branded beer from June 21, 2024 to June 30, 2025 only. The Historical Society retains all rights to images, footage or other content duplicated from their collections. The duplications may not be used for any purpose other than what is expressly defined in this Agreement.
3. Fees. The Historical Society agrees to grant permission to use this image pursuant to this Agreement with no charge to or fee paid by the City.
4. Credit. Credit must be given to the Historical Society on the can design and to the creator of the original work, if known. Credit must appear on or below the image.

5. Alteration of Image. Image may be cropped to suit design and layout, but must not be altered, colorized or drawn upon without a letter of permission in addition to this Agreement.

6. Mutual Indemnification. The Historical Society agrees to indemnify and hold harmless the City for infraction of copyright laws, invasion of privacy or any other improper or illegal use that may arise from reproduction of the Image. Requestor assumes full and sole responsibility for the use of the duplication and shall pay and indemnify and hold the Historical Society and its agents harmless from and against all claims, damages, losses, costs, expenses, and liabilities of every kind (including attorneys' fees) arising out of the requestor's breach or alleged breach of this Agreement.

7. Notice. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

8. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each complete set of which, when so executed and delivered by all parties, shall be an original, but all such counterparts shall together constitute one and the same instrument. Facsimile or electronic signatures on this Agreement shall be as effective and binding as original signatures.

9. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City and the Historical Society have caused this Agreement to be executed as of the date and year first written above.

CITY OF MARSHALL, MINNESOTA,

By: _____
Robert Byrnes
Its: Mayor

By: _____
Steven Anderson
Its: City Clerk

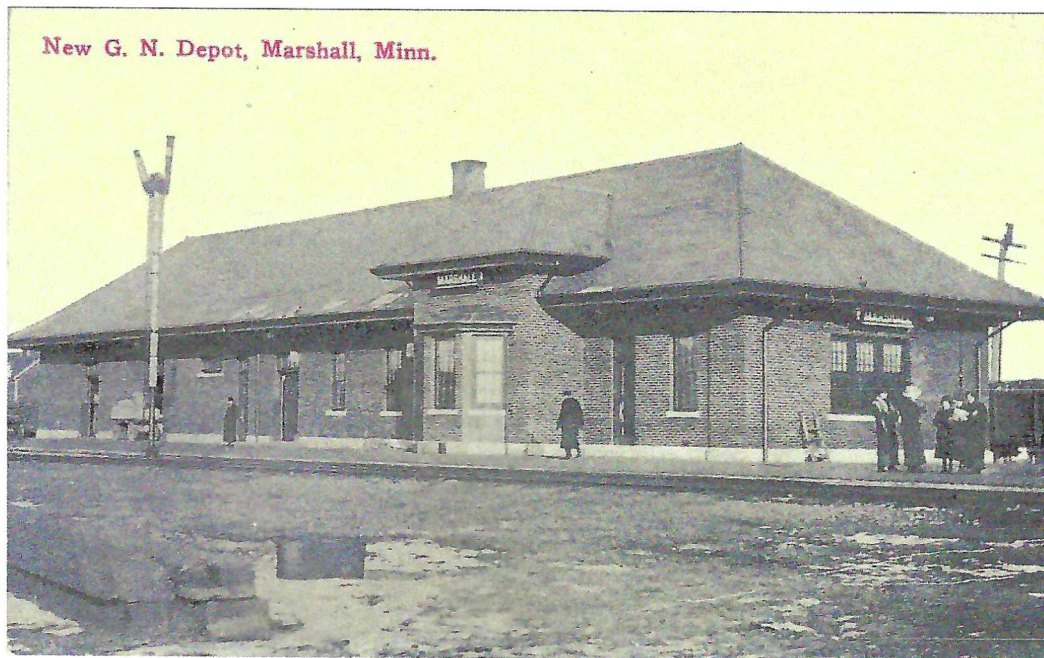
**LYON COUNTY HISTORICAL SOCIETY,
MINNESOTA,**

By: 

Jennifer Andries

Its: Executive Director

EXHIBIT A: IMAGE



FISCAL AGENT AGREEMENT

Effective Date of Agreement: July 23, 2024

Parties: City of Marshall
344 West Main Street
Marshall, MN 56258
("City")

Southwest Minnesota State University Foundation Inc. ("Foundation")

Collectively known as "the Parties".

Recitals

WHEREAS, Tall Grass is the municipal liquor store of the City of Marshall and purchases beer from Brau Brothers as part of their normal course of business in acquiring inventory to offer to Tall Grass customers; and

WHEREAS, Brau Brothers is a local brewery in the City of Marshall; and

WHEREAS, Brau Brothers desires to further the feeling of community in the City of Marshall by brewing four (4) types of beer, between June 2024 and August 2024, that represent the city. Each of the 4 types of beer will be canned and labeled with a design/name unique to the City of Marshall and each will be sold at Tall Grass. One of the local brews will be Mustang Golden Ale, the beer representing the Foundation; and

WHEREAS, the parties agree the local collaboration would further the feeling of community in the City of Marshall; and

WHEREAS, Southwest Minnesota State University has entered into a separate agreement with Brau Brothers to develop Mustang Golden Ale; and

WHEREAS, the City has agreed to sell 6-packs of each of the 4 types of beer and a 12-pack (Tall Grass Fridge Pack) that includes 3 cans of each type in Tall Grass; and the city will donate to the Foundation \$1.00 from the sale of Mustang Golden Ale 6-packs and \$1.00 from the sale of Tall Grass Fridge Pack (which includes Mustang Golden Ale).

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged by the parties, the parties agree as follows:

I. FISCAL AGENT SERVICES

1.1. Authority. Foundation hereby appoints the City to act as its fiscal agent and City hereby accepts such appointment.

1.2. Responsibilities of the City. As the fiscal agent, the City shall perform the following duties:

1.2.1. The City shall disburse monies to Foundation in accordance with this Agreement;

1.2.2. At the end of each quarter, the City shall donate to the Foundation the amount that equals the share of sales for the previous quarter attributable to the sale of Mustang Golden Ale six packs and of Tall Grass Fridge Packs containing Mustang Golden Ale no later than 30 days after the end of each quarter in which sales of Mustang Golden Ale were made.

1.3. Reporting Responsibilities. The City shall not be responsible for performing any auditing functions nor for preparing and submitting tax or other reports which are required to be filed with federal, state or local governments or agencies.

1.4. Hold Harmless and Indemnification. Each Party agrees to defend, indemnify and hold harmless the other party and its officers, directors and employees from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder.

II. MISCELLANEOUS

2.1. Relationship of Parties. In making and performing this Agreement, the parties hereto act and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an employment relationship, partnership or joint venture among the parties.

2.2. Term of Agreement. This Agreement is in place from the effective date above until the last of the inventory of Mustang Golden Ale is sold or otherwise disposed of by Tall Grass.

2.3. Disposition of Funds. Upon termination of this Agreement, any agreed upon percentage of monies received by the City from the sale of Mustang Golden Ale which has not been paid out to Foundation by the date of termination will be paid in full no later than thirty (30) days after termination.

2.4. Governing Law. This Termination shall be governed by and construed in accordance with the laws of the State of Minnesota.

2.5. Notice. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below or such other address as may be specified by such Party in writing and shall be deemed to have been given for all purposes (a) when received, if hand-delivered or sent by a reputable international courier service, or (b) five (5) Business Days after mailing, if mailed by first class certified or registered airmail, postage prepaid, return receipt requested.

City: City of Marshall
Attn: Director of Administrative Services
344 W Main St
Marshall, MN 56258

SMSU: SMSU Athletic Dept
Attn: Athletic Director
1501 State St
Marshall, MN 56258

IN WITNESS WHEREOF, the City and Foundation have caused this Fiscal Agent Agreement to be executed as of the date and year first written above.

**SOUTHWEST MINNESOTA STATE
UNIVERSITY FOUNDATION INC.**

By: _____
Nathan Polfliet
Its: Associate VP for Advancement

**SOUTHWEST MINNESOTA STATE UNIVERSITY
ATHLETICS**

By: _____
Jennifer Flowers
Its: Director of Athletics

CITY OF MARSHALL, MINNESOTA

By: _____
Robert Byrnes
Its: Mayor

By: _____
Steven Anderson
Its: City Clerk

Meeting Date:	Tuesday, July 23, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Adoption of Ordinance Amending the Salaries of Mayor and Councilpersons
Background Information:	<p>Chapter 2, Sec. 2.07 of the City of Marshall Charter requires salaries of the Councilmembers and Mayor to be discussed as an agenda item at the first council meeting in July of each year. After said discussions, the council shall set and determine said salaries in accordance with the applicable state law.</p> <p>Minnesota State Statute 415.11 allows for the governing body fix their own salaries by ordinance in such amount as they deem reasonable. No change in salary shall take effect until after the next succeeding municipal election.</p> <p>In 2022 City Council adopted Ordinance 22-008 setting council salaries for 2023 and 2024 using a 3% increase.</p> <p>Mayor Salary – 2020: \$10,025.66 2021: \$10,351.50 2022: \$10,687.92 2023: \$11,008.66 2024: \$11,338.87</p> <p>Councilpersons Salary – 2020: \$6,341.42 2021: \$6,547.52 2022: \$6,760.31 2023: \$6,963.32 2024: \$7,172.11</p>
Fiscal Impact:	
Alternative/Variations:	No increase in salaries and compensation.
Recommendations:	To adopt Ordinance 24-015 amending council and mayor salaries for 2025 and 2026, and authorizing the summary publication of said ordinance.

Ranked by Mayor Salary

2023 Vintage Estimates	City	Mayor	Council
14,091	North Mankato	\$ 23,914	\$ 11,957
21,015	Willmar	\$ 19,250	\$ 12,500
14,214	Fergus Falls	\$ 14,854	\$ 8,982
12,632	Vadnais Heights	\$ 11,400	\$ 8,200
13,906	Marshall	\$ 11,339	\$ 7,172
13,925	New Ulm	\$ 10,500	\$ 8,000
13,614	Worthington	\$ 10,000	\$ 6,000
12,570	Cloquet	\$ 9,600	\$ 7,200
14,701	Hutchinson	\$ 9,247	\$ 6,279
14,563	Brainerd	\$ 7,800	\$ 6,600
12,782	Mounds View	\$ 7,500	\$ 6,750
13,742	Waconia	\$ 7,200	\$ 6,000
14,831	Monticello	\$ 700	\$ 600
	Average	\$ 11,023	

Ranked by Council Salary

2023 Vintage Estimates	City	Mayor	Council
21,015	Willmar	\$ 19,250	\$ 12,500
14,091	North Mankato	\$ 23,914	\$ 11,957
14,214	Fergus Falls	\$ 14,854	\$ 8,982
12,632	Vadnais Heights	\$ 11,400	\$ 8,200
13,925	New Ulm	\$ 10,500	\$ 8,000
12,570	Cloquet	\$ 9,600	\$ 7,200
13,906	Marshall	\$ 11,339	\$ 7,172
12,782	Mounds View	\$ 7,500	\$ 6,750
14,563	Brainerd	\$ 7,800	\$ 6,600
14,701	Hutchinson	\$ 9,247	\$ 6,279
13,614	Worthington	\$ 10,000	\$ 6,000
13,742	Waconia	\$ 7,200	\$ 6,000
14,831	Monticello	\$ 700	\$ 600
	Average		\$ 7,403

Ranked by Population

2023 Vintage Estimates	City	Mayor	Council
21,015	Willmar	\$ 19,250	\$ 12,500
14,831	Monticello	\$ 700	\$ 600
14,701	Hutchinson	\$ 9,247	\$ 6,279
14,563	Brainerd	\$ 7,800	\$ 6,600
14,214	Fergus Falls	\$ 14,854	\$ 8,982
14,091	North Mankato	\$ 23,914	\$ 11,957
13,925	New Ulm	\$ 10,500	\$ 8,000
13,906	Marshall	\$ 11,339	\$ 7,172
13,742	Waconia	\$ 7,200	\$ 6,000
13,614	Worthington	\$ 10,000	\$ 6,000
12,782	Mounds View	\$ 7,500	\$ 6,750
12,632	Vadnais Heights	\$ 11,400	\$ 8,200
12,570	Cloquet	\$ 9,600	\$ 7,200
	Average	\$ 11,023	\$ 7,403

**CITY OF MARSHALL
ORDINANCE 24-015**

AN ORDINANCE AMENDING CHAPTER 2 ARTICLE III DIVISION 1 SECTION 2-53 SALARIES AND COMPENSATION OF MAYOR AND COUNCILPERSONS

The Common Council of the City of Marshall do ordain:

SECTION 1: **AMENDMENT** “Section 2-53 Salaries And Compensation Of Mayor And Councilpersons” of the Marshall Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Section 2-53 Salaries And Compensation Of Mayor And Councilpersons

Salaries and compensation of the mayor and councilpersons are hereby fixed as follows, which amounts are deemed reasonable:

- (a) Effective January 1, 202~~3~~5, the annual salary of the mayor shall be the sum of \$~~11,008.66~~11,679.04, which shall be payable in equal biweekly installments
- (b) Effective January 1, 202~~4~~6, the annual salary of the mayor shall be the sum of \$~~11,338.87~~12,029.41, which shall be payable in equal biweekly installments.
- (c) Effective January 1, 202~~3~~5, the annual salary of each councilmember shall be the sum of \$~~6,963.32~~7,387.27, which shall be payable in equal biweekly installments.
- (d) Effective January 1, 202~~4~~6, the annual salary of each councilmember shall be the sum of \$~~7,172.11~~7,608.89, which shall be payable in equal biweekly installments.
- (e) The mayor and any councilpersons attending any meeting or other business relating to the function of the city shall be entitled to reimbursement for their expenses, provided, that such reimbursement is authorized by the council. The provision shall not apply to attendance at regular and special council meetings or performing routine council business.

(Code 1976, § 2.10; Ord. No. 381 2nd series, § 1, 11-3-1997; Ord. No. 400 2nd series, § 1, 8-3-1998; Ord. No. 419 2nd series, § 1(2.10), 8-16-1999; Ord. No. 438, § 1, 8-7-2000; Ord. No. 465, § 1, 7-16-2001; Ord. No. 478 2nd series, § 1, 7-15-2002; Ord. No. 518 2nd series, § 1, 7-19-2004; Ord. No. 531 2nd series, § 1, 7-18-2005; Ord. No. 555 2nd series, § 1, 7-17-2006; Ord. No. 597 2nd series, § 1, 7-21-2008; Ord. No. 604 2nd series, § 1, 12-15-2008; Ord. No. 625 2nd series, § 1, 7-27-2010; Ord. No. 688, § 1, 7-22-2014; Ord. No. 710 2nd series, § 1, 7-26-2016; Ord. No. 754 2nd series, 7-28-2020)

Charter reference(s)—Salaries of mayor and council, § 2.07.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

_____.

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

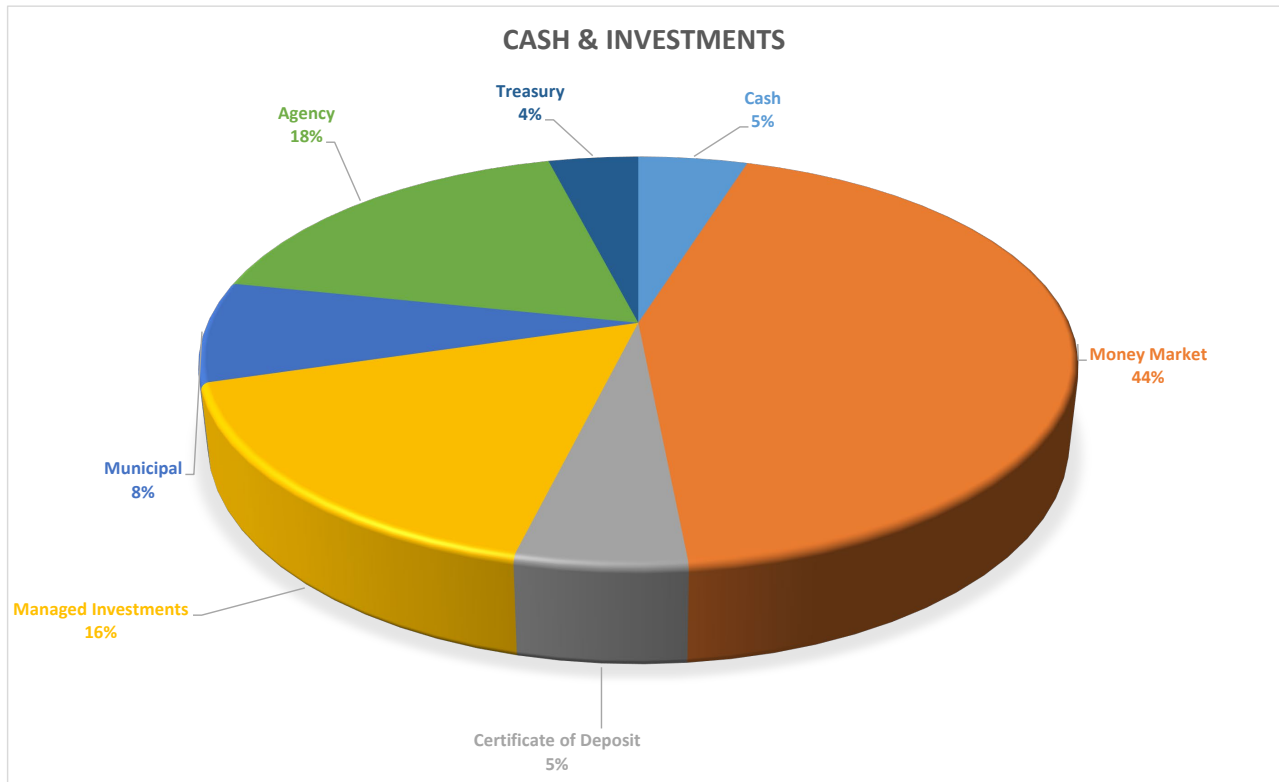
Steven Anderson, City Clerk, City of
Marshall

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, July 23, 2024
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, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

City of Marshall, Minnesota
Cash & Investments
6/30/2024

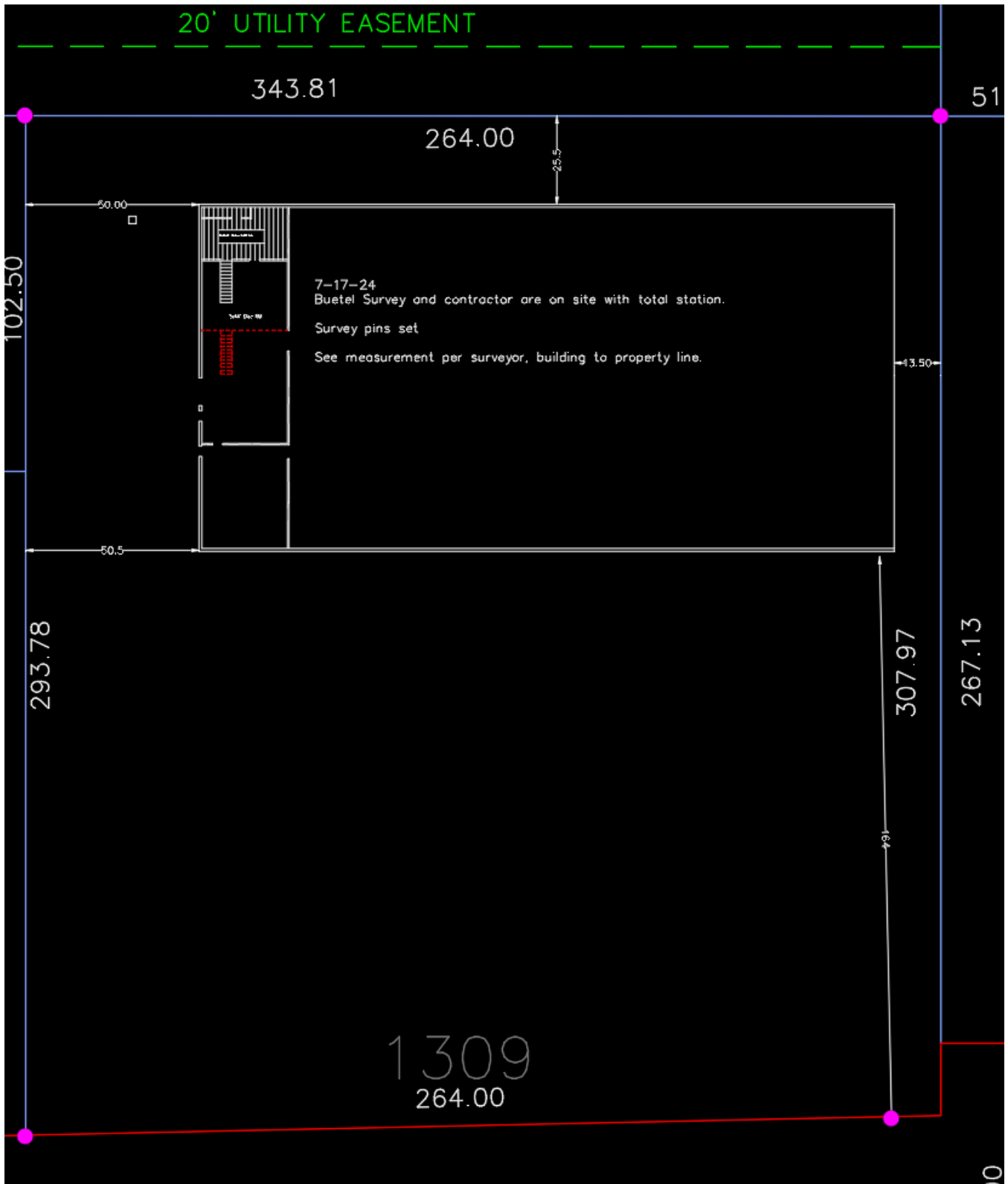
	Par Value	YTM Rate
CASH & INVESTMENTS:		
Checking -Bremer	2,436,423.04	0.00%
Money Market - US Bank	11,895,013.06	5.21%
Money Market - Wells Fargo	148,772.41	5.22%
Money Market - 4M	9,958,618.63	5.23%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	4.36% Average
Investment Portfolio - General Fund	2,738,197.65	
Investment Portfolio - WW/SW Capital Reserve	3,653,277.46	
Investment Portfolio - Endowment Fund	1,935,453.56	
Municipal - US Bank	4,015,000.00	4.05% Average
Certificate of Deposit - US Bank	1,225,000.00	2.22% Average
Agency - US Bank	5,585,000.00	5.15% Average
Treasury - US Bank	2,000,000.00	
TOTAL CASH & INVESTMENTS	50,415,755.81	3.97% Average YTM





**CITY OF MARSHALL
AGENDA ITEM REPORT
COUNCIL 7/23/24**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, July 23, 2024
Category:	INFORMATION ONLY
Type:	INFO
Subject:	A request for a Variance Adjustment Permit for a Reduced Side Yard at 1309 East College Drive
Background Information:	<p>This was a request from the property owner to construct a new addition that would be located five feet from the side property line instead of the required ten feet.</p> <p>This request went through a public hearing at the Planning Commission on July 10, 2024. However, after field verification of the property line location, it was determined that the building is located 50 feet from the property line so the proposed 40-foot addition will not need a variance.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	N/A
Recommendations:	N/A



**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
JULY 10, 2024**

MEMBERS PRESENT: Pieper, Deutz, Agboola, Muchlinski, Doom, Lee
MEMBERS ABSENT: Stoneberg,
OTHERS PRESENT: Jason Anderson, Ilya Gutman, Amanda Schroeder,
Christina Cruz-Jennings (via Zoom)

Call to Order.

The meeting was called to order by Chairperson Lee.

Approval of the Minutes.

Chairperson Lee asked for the approval of the minutes of the June 12, 2024, regular meeting of the Marshall Planning Commission. DOOM MADE A MOTION, SECOND BY MUCHLINSKI, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION. MOTION PASSED 6:0.

Consider the request for a Variance Adjustment Permit for a Reduced Side Yard

Anderson presented this request from the property owner to construct a new addition that would be located five feet from the side property line instead of the required ten feet. Granting of a variance may be permitted only if the request meets the “practical difficulties” test, which requires that proposed use is reasonable, that the problem is caused by conditions that are unique to this property, and that granting the variance will not change the character of the area. Building an addition is obviously reasonable. However, there is nothing unique about this property, which is a typical rectangular interior lot. Additionally, there are no other buildings around that are too close to their side property lines so building this addition may change the character of the area. Steve Sussner – part owner of Borch’s Sporting Goods, 1309 East College Drive, informed that the plan is to build a production warehouse facility. Sussner shared there is no space in back, front or east of the building to add the addition. Pieper asked why he couldn’t go ten feet. Sussner replied there is not enough room to go ten feet. Pieper asked why not use the front. Sussner stated the City Zoning Ordinance requires specific parking requirements. Doom asked if the parcel to the west was landlocked. Anderson confirmed the parcel to the west was landlocked. Deutz asked why the company was able to construct concrete surface closer than 10-FT to the lot line. Anderson shared the City Ordinance prohibits a building to be built up to the lot line but does not prohibit concrete flat work all the way up to the lot line. Doom shared the location is unique due to the parcel next door being landlocked. MUCHLINSKI MADE A MOTION, SECOND BY DEUTZ, to close the public hearing. ALL VOTED IN FAVOR. DOOM MADE A MOTION SECOND BY DEUTZ to recommend approval to the City Council of the request by Mike Dalager for a Variance Adjustment Permit for a reduced side yard setback to five feet. ALL VOTED IN FAVOR. MOTION PASSED 6:0.

Public Hearing on Preliminary Plat of Ag Plus Swenson Addition

Jason informed the purpose of this plat is to better describe parcels of land in this area and to better describe and identify access agreements across parcels. Anderson shared property owners desire to better describe the parcels of land in the area and are working on different access agreements and possible improvements on the property and they’ve determined the first step should be to plat the property. Anderson informed City staff has reviewed the Preliminary Plat and recommends approval to City Council. Brian Kor, 2517 River Road, stated he is representing a couple property owners and was wondering if there was any consideration in extending down the frontage road by Action Sports, all the way to the manufactured home park entrance. Jason shared the city is not involved in this project. Anderson stated this was a private project between private property owners and the city is not in the position at this time to do any frontage roads in any direction. Steve Traen, 1100 East Main Street, informed that AgPlus wants to put in a frontage road from Canoga Drive into the AG Plus lot. Traen shared their only access is located on Highway 59 and becomes difficult when there is construction. Traen stated the State will not allow access from Highway 23. Doom asked why this was brought to the Planning Commission members if it is a private project. Anderson informed the City Ordinance requires property to be platted prior to subdivision and much of this land area is not currently platted. In addition, platting lots in this area makes it simpler for Ag Plus and Swenson to create access agreements and transfer property. Anderson shared the Planning Commission’s role is to review the Preliminary Plat for compliance with City Code. DOOM MADE A MOTION, SECOND BY PEIPER, to close the public hearing. ALL VOTED IN FAVOR. MUCHLINSKI MADE A MOTION, SECOND BY AGBOOLA to recommend approval of the preliminary plat of Ag Plus Swenson Addition to the City Council, subject to utility companies review and recommendations. ALL VOTED IN FAVOR. MOTION PASSED 6:0.

Other Business

Since there was no other business, DOOM MADE A MOTION SECOND BY AGBOOLA, to adjourn the meeting. ALL VOTED IN FAVOR. MOTION PASSED 6:0 Chairperson Lee declared the meeting adjourned.

Respectfully submitted,
Karlo Ellis, Recording Secretary



MARSHALL

Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date
ADELMANN CONSTRUCTION LLC	103 CHURCH ST	Doors	1000.00	07/17/2024
CHRISTENSEN/KIM H	703 ONTARIO RD	Interior Remodeling - ANY Work Inside, Except Fireplace	5000.00	07/16/2024
COENS/DARREN	202 DESCHEPPER ST	Re-Roofing	7200.00	07/12/2024
DENNIS LOZINSKI CONSTRUCTION	1406 CARLSON ST	Re-Roofing	15000.00	07/09/2024
Eric Mathiowetz	200 DESCHEPPER ST	HVAC - Air Conditioning	4000.00	07/17/2024
Kevin V Goslar	902 BOXELDER AVE	HVAC - Air Conditioning	5400.00	07/17/2024
KRICK/DUSTIN ROSS/&	503 BRUCE ST S	Windows	2000.00	07/17/2024
LALEMAN/TONY	1304 ELLIS AVE	Re-Roofing	12150.00	07/12/2024
LAYLE FRENCH CONSTRUCTION INC	602 5TH ST N, 602 5TH ST N	Re-Siding, Windows	24000.00	07/09/2024
MEADOWVIEW CONSTRUCTION	402 BERLIN CIR	Doors	2100.00	07/16/2024
MEADOWVIEW CONSTRUCTION	904 COLUMBINE DR	Doors	2500.00	07/15/2024
MILLA/YONY REYES	1404 COLLEGE DR E	Interior Remodeling - ANY Work Inside, Except Fireplace	950.00	07/17/2024
Rose City Canopy & Sign	1100 MAIN ST E	Face Replacement	9600.00	07/16/2024
STRAND HOME SERVICES LLC	106 MAIN ST E	Deck	1000.00	07/15/2024
THEISEN/TONY/&	1111 LYON ST E	Deck	7168.00	07/17/2024
WALERIUS/PAUL L & KRISTA M/JT	1114 BRUCE CIR	Deck	2688.00	07/15/2024



Upcoming Meetings

July

- 07/23 Work Session, 4:00 PM, City Hall
 - 07/23 Regular Meeting, 5:30 PM, City Hall
 - 07/30 City Candidate Filing Begins
-

August

- 08/02 Public Accuracy Test, 10:00 AM, Lyon County Courthouse
- 08/12 Work Session, 4:00 PM, City Hall
- 08/12 Regular Meeting, 5:30 PM, City Hall ***MONDAY***
- 08/13 August Primary Election, 6:00 AM – 8:00 PM, Polling Locations
- 08/27 Work Session, 3:00 PM, City Hall
- 08/27 Regular Meeting, 5:30 PM, City Hall

2024 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 9, 2024
2. January 23, 2024

February

1. February 13, 2024
2. February 27, 2024

March

1. March 12, 2024
2. March 26, 2024

April

1. April 9, 2024
2. April 23, 2024

May

1. May 14, 2024
2. May 28, 2024

June

1. June 11, 2024
2. June 25, 2024

July

1. July 9, 2024
2. July 23, 2024

August

1. Monday, August 12, 2024
2. August 27, 2024

September

1. September 10, 2024
2. September 24, 2024

October

1. October 8, 2024
2. October 22, 2024

November

1. November 12, 2024
2. November 26, 2024

December

1. December 10, 2024
2. December 17, 2024

2023 Uniform Election Dates

- February 13, 2024
- March 05, 2024
- April 09, 2024
- May 14, 2024
- August 13, 2024
- November 05, 2024

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.