

# CITY OF MARSHALL City Council Meeting A g e n d a Tuesday, November 23, 2021 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 work session, special meeting, and regular meeting held on November 9, 2021.

### AWARD OF BIDS

2. Consider authorization to approve Towing and Storage Agreement.

# **CONSENT AGENDA**

- 3. Consider approval of a permit to allow Alcoholic Beverages at City-Owned Facilities.
- 4. Consider authorization to declare bicycles as surplus property for the Marshall Police Department.
- 5. Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
- <u>6.</u> Surplus Items -Wastewater Department.
- 7. Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for Friends of the Orchestra, LTD.
- 8. Consider approval of the bills/project payments

# APPROVAL OF ITEMS PULLED FROM CONSENT

# **NEW BUSINESS**

- <u>9.</u> Consider approval of a Partnership Agreement between the City of Marshall and Marshall Municipal Utilities.
- Consideration for approval of Amended Memorandum of Understanding with Marshall Amateur Hockey Association (MAHA) regarding Ice Time fees and Food Service Agreement 2021 – 2029.
- <u>11.</u> Consider Request of Shades of the Past Car Club for Roll-In on May 5, 2022.
- <u>12.</u> Approve contract between MN State Colleges and Universities and the City of Marshall that would provide data center support.
- <u>13.</u> Project ST-007: 2022 UCAP Bus Shelter Project Memorandum of Understanding between Community Transit of United Community Action Partnership and the City of Marshall.
- <u>14.</u> Approve City Hall Final Change Order 15 in the amount of \$41,647 and with issuance of the final payment upon final completion of remaining items as noted in the final inspection report.
- 15. Project Z80: T.H. 23/Independence Park Sewer Realignment Project -- Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 3.
- <u>16.</u> Project ST-003: South 1<sup>st</sup> Street/Greeley Street/Williams Street Reconstruction Project Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement.
- <u>17.</u> Project ST-004: Halbur Road Reconstruction Project Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement.
- <u>18.</u> MPCA Chloride Reduction Grant.

### **COUNCIL REPORTS**

Disclaimer: These agendas have been prepared to provide information regarding an upcoming meeting of the Common Council of the City of Marshall. This document does not claim to be complete and is subject to change.

- 19. Commission/Board Liaison Reports
- 20. Councilmember Individual Items

### **STAFF REPORTS**

- 21. City Administrator
- 22. Director of Public Works
- 23. City Attorney

### **INFORMATION ONLY**

24. Information Only

### ADJOURN TO CLOSED SESSION

25. Closed session pursuant to Minn. Stat. §13D.05 subd. 3(b). Meeting may be closed pursuant to Attorney-Client privilege.

#### MEETINGS

26. Upcoming Meetings

ADJOURN

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Meeting Date:	Tuesday, November 23, 2021	
Category:	APPROVAL OF MINUTES	
Туре:	ACTION	
Subject:	Consider approval of the minutes from the work session, special meeting, and regular meeting held on November 9, 2021.	
Background Information:	Enclosed are the minutes from the work session, special meeting, and regular meeting held on November 9, 2021.	
Fiscal Impact:	None	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.	
Recommendations:	That the minutes from the work session, special meeting, and regular meeting held on November 9, 2021 be approved as filed with each member and that the reading of the same be waived.	

## CITY OF MARSHALL WORK SESSION M I N U T E S Tuesday, November 09, 2021

The work session of the Common Council of the City of Marshall was held November 9, 2021, at City Hall, 344 West Main Street. The meeting was called to order at 3:45 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Don Edblom, John DeCramer, Russ Labat, and James Lozinski (Interactive Technology). Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jessie Dehn, Assistant City Engineer; Annette Storm, Director of Administrative Services; Scott VanDerMillen, Director of Community Services; Preston Stensrud, Parks Superintendent, and Kyle Box, City Clerk.

### Aquatic Center project update

Director of Community Services, Scott VanDerMillen provided an update on the Aquatic Center via PowerPoint. Assistant City Engineer, Jessie Dehn provided a summary of the Technical memo provided by Stockwell Engineers regarding the proposed location and process to meet Federal requirements within the regulatory floodway.

#### **Close Meeting to Discuss Real Property Identified as Follows:**

27-792005-0 27-792006-0 27-792007-0

At 4:20 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember Meister to move into closed session. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0** 

At 4:40 P.M., the Council came out of Closed Session.

City Administrator Sharon Hanson introduced Terri Heaton, Baker Tilly to provide a brief overview of the funding options the city has for the aquatic center.

#### **Adjournment**

At 4:53 P.M., Motion made by Councilmember Meister, Seconded by Councilmember Edblom to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0** 

Attest:

Mayor

City Clerk

## CITY OF MARSHALL SPECIAL MEETING M I N U T E S Tuesday, November 09, 2021

The special meeting of the Common Council of the City of Marshall was held November 9, 2021, at City Hall, 344 West Main Street. The meeting was called to order at 4:55 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Don Edblom, John DeCramer, Russ Labat, and James Lozinski (Interactive Technology). Absent: None. Staff present included: Sharon Hanson, City Administrator and Sheila Dubs, Human Resource Manager.

Consider Adjourning to Closed Session for the Performance Evaluation of the City Administrator

Mayor Byrnes stated the purpose of the meeting was to review the performance of City Administrator, Sharon Hanson.

At 4:55 P.M., Motion by Councilmember Meister, Seconded by Councilmember Schafer to adjourn into closed session. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0** 

At 5:11 PM the Council came out of closed session.

### <u>Adjourn</u>

At 5:11 P.M., Mayor Byrnes adjourned the meeting.

Attest:

Mayor

City Clerk

## CITY OF MARSHALL CITY COUNCIL MEETING M I N U T E S Tuesday, November 09, 2021

The regular meeting of the Common Council of the City of Marshall was held November 9, 2021, 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, Steve Meister, Don Edblom, John DeCramer, and Russ Labat. Absent: James Lozinski. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Bob VanMoer, Wastewater Treatment Facility Superintendent; Scott Truedson; Wastewater Treatment Facility Assistant Superintendent, and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a general consensus to operate under the amended agenda.

#### Consider approval of the minutes from the regular meeting held on October 26, 2021.

Motion made by Councilmember Meister, Seconded by Councilmember DeCramer that the minutes of the regular meeting held on October 26, 2021 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0** 

#### **Consider Approval of the Consent Agenda**

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

Approval of the Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0278134 to Bolton & Menk, Inc.

Approval of a New Federal Grant Policy

Approval of a LG220 Application for Exempt Permit for United Way of Southwest Minnesota.

Approval of the bills/project payments

#### Wastewater Treatment Facilities Improvement Project – Project Update Presentation.

There are a few minor items to address and paperwork to complete, but the WWTF Improvements Project is substantially completed. Bob VanMoer, Wastewater Superintendent, and Scott Truedson, Assistant Superintendent, will be present to provide Council with a summary and project update presentation.

City staff would like to coordinate a few facility tours for Council members. At a later date, we will circulate some dates and times to set up a few opportunities to take Council through the facility at their convenience. The tour will be a good opportunity for our City Council to see and understand our wastewater treatment process, as well as visualize the improvements that occurred at the facility.

# <u>Consider Resolution Authorizing Execution of Mn/DOT Airport Maintenance & Operation Grant Contract No.</u> <u>1047551 (SFY 2022-2023).</u>

Resolution of Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract No. 1047551 and a copy of the Airport Maintenance & Operation Grant Contract No. 1047551 from Mn/DOT-Office of Aeronautics. The agreement has been provided to the City Attorney for his review and comment.

The City will be reimbursed by the State for 100% of telecommunication costs associated with the operation of state-owned navigational aids. The City will be paid by the State for 75% of all other eligible maintenance and operation costs not reimbursed by any other source, not to exceed \$91,027 of State aid for each State fiscal year 2022 and 2023 (July 1, 2021-June 30, 2023). Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the Council adopt RESOLUTION NUMBER 21-085, which is the Resolution of Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract No. 1047551, contingent upon City Attorney review and approval. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0** 

## <u>Project ST-003: South 1<sup>st</sup> Street/Greeley Street/Williams Street Reconstruction Project - Consider</u> <u>Resolution Ordering Preparation of Report on Improvement.</u>

A resolution necessary for the initiation of the special assessment procedures for Project ST-003 South 1st Street/Greeley Street/Williams Street Reconstruction Project.

This project consists of reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project will also include new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.

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

Motion made by Councilmember DeCramer, Seconded by Councilmember Edblom that the Council adopt RESOLUTION NUMBER 21-086, which is the "Resolution Ordering Preparation of Report on Improvement" for Project ST-003: South 1st Street/Greeley Street/Williams Street Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0** 

# Project ST-004: Halbur Road Reconstruction Project - Consider Resolution Ordering Preparation of Report on Improvement.

This project consists of reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer will be replaced with a concrete paved surfacing. This project will also include new curb & gutter, driveway aprons, and sewer services to the right-of-way.

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

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer that the Council adopt RESOLUTION NUMBER 21-087, which is the "Resolution Ordering Preparation of Report on Improvement" for Project ST-004: Halbur Road Reconstruction Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0** 

# <u>Project Z51-2021: Bituminous Resurfacing on Various City Streets – Consider Change Order No. 2 (Final) and</u> <u>Acknowledgement of Final Pay Request No. 4.</u>

This project consisted of street milling and overlay on various city streets.

Streets include:

- London Road (Madrid Street to Channel Parkway)
- Athens Avenue (Madrid Street to Paris Road)
- Oslo Avenue (Madrid Street to Dublin Street)
- Rainbow Drive (Madrid Street to Paris Road)
- Parkside Drive (Lyon Street to Jewett Street)
- Woodland Way
- Garden Circle
- Baseline Drive (Nwakama Street to Clarice Avenue)

The items on Change Order No. 2 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.

All work has been completed in accordance with the specifications. The capital budget included \$625,000 for this work. Change Order No. 2 (Final) results in a contract increase in the amount of \$12,195.70 and the final contract amount was \$592,599.98. The original contract amount was \$580,564.28.

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom s: that the Council approve Change Order No. 2 (Final), resulting in a contract increase in the amount of \$12,195.70 and acknowledge Final Pay Request (No. 4) in the amount of \$3,500.00 for the above-referenced project to Duininck, Inc. of Prinsburg, Minnesota. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer. Voting Nay: Councilmember Labat. The motion **Carried. 6-0** 

# Project Z75/SAP 139-124-004: South 4th Street Reconstruction Project - Consider Change Order No. 5 (Final) and Acknowledgment of Final Pay Request No. 9.

This project consisted of the following: reconstruction and utility replacement on South 4th Street from the intersection of Elaine Avenue and South 4th Street to the intersection of Country Club Drive and South 4th Street. Utility work included sanitary sewer, watermain, and storm sewer replacement. This project also included new curb and gutter, new 5-ft. sidewalk on the west side of the street, driveway aprons, water services, and sewer services to the right-of-way. The items on Change Order No. 5 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.

All work has been completed in accordance with the specifications. Change Order No. 3 (Final) results in a contract decrease in the amount of (\$28,917.22) and the final contract amount was \$2,565,722.82. The original contract amount was \$2,583,754.90.

Motion made by Councilmember Labat, Seconded by Councilmember Meister that the Council approve Change Order No. 5 (Final), resulting in a contract decrease in the amount of (\$28,917.22) and acknowledge Final Pay Request (No. 9) in the amount of \$9,937.00 for the above-referenced project to R&G Construction Co. of Marshall, Minnesota. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. The motion **Carried. 6-0** 

## Project Z76: South 1<sup>st</sup> Reconstruction Project - Consider Change Order No. 4 (Final) and Acknowledgment of Final Pay Request No. 6.

This project consisted of reconstruction and utility replacement on South 1st Street generally between Southview Drive and George Street. Water, sanitary sewer, and storm sewer catch basins were replaced along South 1st Street in this area. Sidewalk was added along the west side of the street to provide connection to existing sidewalk north of the project area on South 1st Street and existing sidewalk at Southview Drive. This project also included new curb and gutter, driveway aprons, and water services. In addition to the utility replacement and street reconstruction on South 1st Street, sanitary sewer force main improvements were made at the intersection of South 1st Street and DeSchepper Street.

The items on Change Order No. 4 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction. All work has been completed in accordance with the specifications. Final Pay Request (No. 6) in the amount of \$4,159.25.

Change Order No. 4 (Final) results in a contract increase in the amount of \$15,298.53 and the final contract amount was \$624,728.83. The original contract amount was \$617,136.55. The difference between the final contract amount and the original contract amount is \$7,592.28 which equates to a 1.23% contract overrun. This amount fits within the Council-approved 5% project contingency for these types of projects.

Motion made by Councilmember Edblom, Seconded by Councilmember DeCramer that the Council approve Change Order No. 4 (Final), resulting in a contract increase in the amount of \$15,298.53 and acknowledge Final Pay Request (No. 6) in the amount of \$4,159.25 for the above-referenced project to Duininck, Inc. of Prinsburg, Minnesota. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer. Voting Nay: Councilmember Meister, Councilmember Labat. The motion **Passed. 4-2** 

# <u>Project Z82: North 1<sup>st</sup> Street Reconstruction Project – Consider Change Order No. 3 (Final) and</u> <u>Acknowledgement of Final Pay Request No. 7.</u>

This project consisted of reconstruction and utility replacement on North 1st Street from East Main Street to West Marshall Street, on West Redwood Street from East College Drive to North 1st Street, and on West Marshall Street from East College Drive to North 1st Street; sanitary sewer, watermain, and storm sewer will be replaced. This project also included new curb & gutter, new 5-ft. sidewalk on both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way.

The items on Change Order No. 3 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.

All work has been completed in accordance with the specifications. Final Pay Request (No. 7) in the amount of \$10,575.52.

Change Order No. 3 (Final) results in a base bid pay item decrease in the amount of (\$23,703.34) and final pay request No. 7 results in a total contract amount of \$1,057,552.21. The original contract amount was \$1,051,247.90.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat that the Council approve Change Order No. 3 (Final)and acknowledge Final Pay Request (No. 7) in the amount of \$10,575.52 for the above-referenced project to D&G Excavating, Inc. of Marshall, Minnesota. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. Voting Nay: Councilmember Meister. The motion **Passed. 5-1** 

### **Statement of Annual Performance Evaluation for the City Administrator**

Mayor Byrnes read the summary of conclusions into the minutes.

Sharon Hanson began employment as Marshall City Administrator November 16, 2017. Each year on or about the anniversary date of her employment as Administrator, the City Council conducts a review of the administrator's performance. The evaluation instrument evaluated ten critical competencies for a total of 48 performance measures. Each performance measure was assigned a numeric score of 1 to 5 wit h5 being the highest performance level. The City Council reviewed the results of the performance review with Administrator Hanson at a special meeting November 9, 2021.

Critical Performance Criteria and complied performance scores summarized as follows:

٠	Job Knowledge and Professional Skill:	4.50
•	Relations with Elected Members of the City Council:	4.27
٠	Policy Execution:	4.42
٠	Strategic Vision:	4.41
٠	Fiscal Management:	4.20
٠	Intergovernmental Affairs:	4.14
٠	Reporting and Communication:	4.45
٠	Citizen/ Community Relations:	4.60
٠	Staffing:	4.20
•	Supervision:	4.13

Overall Performance Evaluation measure for all Criteria from all City Council Members and Mayor is 4.33, indicating a high level of performance, highly effective leadership and performance often exceeding the challenging performance expectations established for this position.

### **Commission/Board Liaison Reports**

Byrnes	No Report
Schafer	<u>No Report</u>
Meister	<u>No Report</u>
Edblom	<u>No Report</u>
DeCramer	<u>Diversity, Equity, and Inclusion Commission</u> met and began to plan a future World Café event after the beginning of the new year.
Labat	<u>Convention and Visitors Bureau</u> met and reviewed the community support grants. To date the CVB has issued \$11,250 in grants for various organizations. The Red Baron Area received approximately \$31,000 is dasher board sales for 2022 along with 17 booked weekends, including 7 weddings.
	Library Board met and provided an update regarding COVID 19 procedures. The Board has

<u>Library Board</u> met and provided an update regarding COVID 19 procedures. The Board has settled on a 5.2% increase for 2022. A policy has been reviewed and adopted for material and lending. A strategic plan draft was approved for a two-year plan.

#### **Councilmember Individual Items**

Councilmember Meister commented on a tour bus from the Twin Cities came to Marshall over the weekend to visit downtown Marshall.

Councilmember Labat discussed school zone crossing and signs that will be reviewed in the future.

#### City Administrator

City Administrator Sharon Hanson commented that a Strategic Plan updated work session will be scheduled in the near future.

Administrator Hanson provided a brief update on the City Hall Committee. Final payment discussions have started with Change Order 15.

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

Director of Public Works/ City Engineer Jason Anderson provided an update on project quarterly newsletters and area projects.

#### **City Attorney**

City Attorney Dennis Simpson provided an update on the closing on 800 North HWY 59 on November 18. Helena Chemical property has had excavation work completed with contaminated piles of dirt that will remain covered over the winter months. A court hearing has been scheduled for the enforcement of council action to remove manufactured homes from Broadmoor Valley for December 6, 2021.

#### **Information Only**

There were no questions on the information items.

#### **Administrative Brief**

There were no questions on the Admin. Brief.

#### **Upcoming Meetings**

There were no questions on the upcoming meetings.

#### <u>Adjourn</u>

At 6:23 P.M., Motion made by Councilmember Meister, Seconded by Councilmember DeCramer to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, The motion **Carried. 6-0** 

Attest:

Mayor

City Clerk



Meeting Date:	Tuesday, November 23, 2021		
weeting Date.	Tuesday, November 25, 2021		
Category:	AWARD OF BIDS		
Туре:	ACTION		
Subject:	Consider authorization to approve Towing and Storage Agreement.		
Background Information:	The City of Marshall solicits bids for towing and storage of vehicle services every two years. Pulver Motor Service, LLC holds the current contract which is set to expire December 31, 2021.		
	The City of Marshall did solicit bids for the 2022 and 2023 time period. The only bid submitted was the bid from Pulver Motor Service, LLC. A copy of the bid proposal form as submitted by Pulver Motor Service, LLC is attached.		
	The bid as submitted by Pulver Motor Service, LLC is for the price of \$80.00 per vehicle tow and storage fees of \$25.00 per day for outside storage and \$35.00 per day for inside storage.		
	The City of Marshall has only received one bid and it is recommended that the bid be award to Pulver Motor Service, LLC.		
Fiscal Impact:	The City pays the towing and storage fees per the bid.		
Alternative/ Variations:	None recommended		
Recommendations:	: Approve Towing and Storage Agreement between the City of Marshall and Pulver Motor Service, LLC and authorize the appropriate officials to sign said agreement.		

#### TOWING AND STORAGE AGREEMENT

**THIS AGREEMENT** is made and entered into this 23<sup>rd</sup> day of November, 2021, by and between the City of Marshall, a municipal corporation, which has an address of 344 West Main Street, Marshall, MN 56258, party of the first part, referred to as "the City," and "Pulver Motor Service, LLC", who has an address of 2554 County Road 7, Marshall, MN 56258, party of the second part, referred to herein as "Pulver Motor Service."

#### WITNESSETH:

WHEREAS, Pulver Motor Service, LLC does operate a business known as Pulver Motor Service which includes the towing and hauling of vehicles; and

WHEREAS, the City periodically does need to have vehicles towed and hauled; and

WHEREAS, Pulver Motor Service has provided verification to the City, and the City has independently verified that Pulver Motor Service has an area available to be used for storage of impounded vehicles which are towed and hauled. Pulver Motor Service either owns or has leased appropriate and adequate impound area for the storage of vehicles; and

WHEREAS, Pulver Motor Service is agreeable to towing and hauling vehicles, as well as impounding them, and the City is agreeable to hiring Pulver Motor Service, LLC for these purposes; and

**WHEREAS,** the parties wish to reduce to writing their understanding of the terms and conditions of this agreement.

**NOW THEREFORE,** it is hereby agreed by and between the parties as follows:

1. Pulver Motor Service agrees to provide towing services for the hauling of vehicles at the request of the City and further agrees to impound those vehicles after they have been hauled. Pulver Motor Service agrees to provide the City with the number of vehicles towed and where each vehicle is towed. This report will be provided to the City Public Safety Department within 24 hours of vehicles towed.

2. The services provided by Pulver Motor Service for the City will commence January 1, 2022 and will continue through December 31, 2023.

3. The City agrees to pay Pulver Motor Service, LLC and Pulver Motor Service, LLC agrees to accept the prices and the City's bidding requirements for vehicle towing and storage in accordance with regular City accounts payable payment practices, and as set forth below:

a.	Price per vehicle tow:	\$80.00/ vehicle tow
b.	Storage fees:	\$25.00/ day outside storage
		\$35.00/ day inside storage

Payment of all towing and storage fees paid by customers at time of vehicle pick up shall be paid Pulver Motor Service, LLC and shall be property of Pulver Motor Service, LLC. No donation required.

4. Towing services provided by Pulver Motor Service to the City does not include any towing or hauling of vehicles which may be necessary as a result of a traffic accident. The

City will have no responsibility to pay any amount to Pulver Motor Service when vehicles are towed or hauled from the scene of a traffic accident, and the amount Pulver Motor Service is paid for the towing or hauling of vehicles from an accident scene will be between Pulver Motor Service and the owner of the vehicle or the vehicle owner's insurance company.

5. Pulver Motor Service agrees that they will provide insurance covering any claims which may be presented as a result of the towing, hauling and impounding of vehicles in accordance with City Ordinance Sec. 74.63 (3). That insurance will include naming the City as an additional insured. Pulver Motor Service will provide the City with a copy of the insurance policy.

6. Pulver Motor Service agrees that "priority" will be given to the City for the towing and hauling of vehicles. This priority means that Pulver Motor Service will respond to a request by the City for towing and hauling, in as reasonable a period of time as can be expected at all times on every day of the year.

7. Either party does reserve the right to cancel this agreement at any time by providing 30-day notice, in writing, to the other party of their intention to cancel the agreement.

8. Pulver Motor Service acknowledges that they are not an employee of the City. For that reason, they are not entitled to any benefits from the City, which benefits are generally extended to City employees. Further, there is no amount of tax or Social Security withholding from the amounts which are paid to Pulver Motor Service by the City, and it shall be up to Pulver Motor Service to report the amounts received to the appropriate taxing authorities and to pay the amount of taxes on what is paid to Pulver Motor Service by the City.

9. Pulver Motor Service agrees to release, save, defend, and hold harmless the City from any claim which may be presented resulting from the towing and hauling of vehicles as well as the impoundment of vehicles.

10. This agreement constitutes the entire agreement made between the parties and any term or provision not included in this agreement is a term or provision which has not been agreed to between the parties.

11. This agreement is exclusive to and binding upon the parties hereto. Pulver Motor Service may not assign, sub-let or sub-contract any of the duties or obligations herein without the prior written consent of the City. Any assignment, sub-letting, or sub-contracting of any of the duties or obligations herein without prior written consent, shall constitute a breach of this agreement and the City shall immediately terminate said agreement. Upon termination Pulver Motor Service, LLC shall be liable for any and all financial loss suffered by the City as a result of said breach.

12. Time is of the essence in the performance of each and every term and provision of this agreement.

Dated the day and year first above written.

#### CITY OF MARSHALL

By: Robert J. Byrnes Its: Mayor

### ATTESTED TO:

By: Kyle Box Its: City Clerk

#### **Contract Holder**

By: Josh Schafer

Its: Marshall Division Manager

### BID PROPOSAL FORM FOR CITY DESIGNATED TOWING SERVICES

TO THE CITY OF MARSHALL, MINNEOSTA

I/We Puller Motor Service (Firm Name)

- 1. The undersigned bidder hereby proposes and agrees to enter into an agreement with the City of Marshall for the towing and storage/ impoundment of motor vehicles as described in City Ordinance 74-63 for a two (2) year period beginning January 1, 2022 and ending December 31, 2023.
- 2. Bidder agrees to supply and include all necessary labor, equipment, materials, winching, towing vehicle, flatbed, rollback, etc., to be used in the computation of their proposed "price per vehicle tow charge." The price per vehicle for towing shall reflect towing costs for any type of vehicle, to include, but not limited to autos, vans, SUVs, and pick-up trucks.
- 3. Bidder agrees to keep impounded vehicles in storage and the City agrees to pay the proposed daily storage rate for up to a maximum period of twenty-one (21) days. Following this time period, if the vehicle has been categorized as abandoned by the Public Safety Department, the bidder agrees to keep the vehicle in storage (at bidders' expense) until they are placed on the State's vehicle auction at no additional cost to the City.
- 4. The City shall utilize an annual estimate of 75 vehicle tows and a total of 240 days of daily storage (outside rate/day) to compute the lowest, responsible total bid.
- 5. It is assumed that all bidders responding to this bid request have received and have provided to the City Clerk's Office all of the required information to be eligible for a towing contract with the City of Marshall for 2022 and 2023. The City of Marshall reserves the right to withdraw their award of bid for "City Designated Towing Service" of the bidder is determined to be in non-compliance with the City's towing contract requirements.

#### **TOWING FEE**

#### **STORAGE FEES**

- B. The proposed daily rate for storage of vehicles for 2022 and 2023 shall be:
  - Per Day Outside #25 -
    - (All storage shall be outside unless requested otherwise by the Public Safety Department)
  - Per Day Inside # 35 些

The undersigned agrees as follows:

- (1) Within 10 days after the contract is awarded, to execute a contract and deliver it to the City of Marshall.
- (2) That this bid cannot be withdrawn for a period of 30 days after the scheduled time for receipt of bids.
- (3) That the City may accept or reject all bids and waive any informality in the bidding.
- (4) That I have read and agreed to all of the bid requirements prior to submission of my bid.

FIRM NAME: <u>Pulver Motor Service</u> BY: <u>Josh Schafte</u> ADDRESS: 2554 Cospy Rond 7 Marshall 1 MN 56258 11-5-21 DATE:



Pulver Motor Service LLC. 2554 County Road 7 Marshall, MN 56258 Phone: 507-828-5720 pulversouthwest@gmail.com

Dear Selection Committee,

Our company was founded by Bill Schafer in 1920 as one of the greater Minnesota's first-ever towing and recovery companies. With four offices throughout southern Minnesota, Pulver Motor Service has remained family-owned and family-operated for more than four generations. Our drivers are highly trained and well-versed in the latest towing techniques and technologies. You can count on us to provide the efficient and effective services you deserve. We know that we are the best provider for the Marshall Police Department because of the following:

A History of Consistent Service—As mentioned above, Pulver Towing has been around for a century of service in Minnesota. We have not reached this incredible achievement through luck though; we never stop working to innovate and improve on the services we provide to our clients. For us, this has meant constant efforts for needed innovation through Traffic Incident Management as well as established procedures when working with local law enforcement, and many other efforts. We are and will always be ready to serve the City of Marshall and the Marshall Police Department.

**Equipment**—We know that we are the best and most well-equipped towing service provider within the City of Marshall and even throughout greater Minnesota. Our fleet of numerous and varied vehicles have and will continue to allow us to serve the Police Department, no matter what the situation may be.

**Excellent Employees, Ethics, and Service**—Our employees work around the clock to make ourselves available to law enforcement agencies and our customers whenever they may need service. We provide reliable automotive towing and recovery services to law enforcement agencies throughout southern Minnesota and the upper Midwest, 24 hours a day, seven days a week. Pulver Motor Service has provided service for the Marshall police department since 2017, and we know that we have proven that we have the capabilities to handle the demands of the contract for service.

We are excited to continue our relationship with the Marshall Police Department. If you have any questions throughout the decision-making process or at any time, please contact me at 507.828.5720.

Thank you,

shi

√ Josh Schafer NCTO Marshall Division Manager 507.828.5720 pulversouthwest@gmail.com

# **ABOUT PULVER TOWING**

Pulver Towing's four generations of towing began in the 1920's in Renville—a small town in western Minnesota. Willard "Bill" Schafer, a machinist and mechanic, built an auto repair shop in their garage. He later added towing to their business and built small tow truck. His phone number was only 3 digits long: 237.



In the early 1940's, World War II began, and the nation needed heavy duty equipment to manufacture war supplies. The Federal Government told Bill they needed his machinery and that it would be moved to Hopkins where Minneapolis Moline Manufacturing was located. The company made shells, warheads, Army Jeeps, and tractors. Bill told the Government officials that if his equipment was taken, he was going with it. Bill, his wife Hazel, and two sons moved to Hopkins for the duration of the war.

In 1945, the war ended and within five days 476 employees of the company were sent on leave from Minneapolis Moline. Bill was happy to finally return to his hometown of Renville and resume his garage and towing business. David, the youngest son, went into the Office Supply and Music Business while Dan, the oldest son, followed in his father's footsteps. In 1956, dan, his Wife Barb and two daughters lived in Marshall, Minnesota where Dan worked in an Auto body shop. In 1959, the family packed up and moved to Granite Falls. They moved into a small, one-bedroom apartment, upstairs, with no stove. Dan took his last paycheck and rented one stall at the Ford Garage. That was the beginning of Dan's Body Shop and Schafer Towing. Dan and Barb never doubted it would be a success. Within a short time, the one stall was not large enough, so Dan rented a building along Highway 212. Business continued to grow and needed more space, again. In 1970, Dan and Barb built a new shop and added more tow trucks.

In 1962 a son Mark was added to the family. Mark joined his dad in the business at the age of eighteen. He spent many, many hours at the shop and became well acquainted with the tools, trucks and procedures.

In 1986, Dan and Barb sold the Business in Granite Falls and bought Pulver Towing in Rochester, a company which had been in business since 1945. The Pulver name was well known throughout the area so the name was kept rather than changing it to Schafer Towing. The shop was located just off highway 52 in southwest Rochester. Dan, Mark, and two other employees did the towing and the shop work while Barb served as the bookkeeper and dispatcher.

The Business continued to grow so, in 1991, space was rented from Ken Keefe located off of Third Avenue SE. Pulver Towing remained at that location for twentyfive years. In 2004, Barb retired and Dan Semi-Retired while Mark took over the business. Requests for service continued to increase, so space again became an issue. A new building was erected in 2016 in northwest Rochester to accommodate additional trucks and staff. Opportunities for further expansion led to the purchase of three separate towing companies: Moody's towing of Rochester and Southwest Towing in Marshall, MN.

In-coming calls guarantee a variety of challenges to towing services. Pulver has towed some unique loads; elephants, baby chickens, and even live bullheads to Chicago; disabled ready mix trucks; and overturned garbage haulers. One very interesting service call involved a government tractor/trailer hauling large tubes lined with three inches of gold bound for a nuclear plant. It was guarded by several security vans full of armed men.

Many well-known people have used Pulver Towing Service including Reba McEntire, Wynonna Judd, Willy Nelson, Merle Haggard, Montgomery Gentry, King Hussein of Jordan, Tech n9ne and three U.S. Presidents; G.H. Bush, G.W. bush and Donald J Trump. There was also a time when King Hussein's plane ran off the runway at the Rochester Airport. Pulver's was called to come out and pull it back on the Runway. To make sure no damage was done to the plane, a call was made to Northwest Airlines in Minneapolis and they sent a mechanic to advise on the procedure. Pulver Towing has added locations in Fulda, Austin, Hanley Falls and Worthington, MN. We continue to grow at a rapid rate in the state of MN. Pulver Towing is one of the largest towing companies in the Midwest and one of the oldest if not the oldest family owned business in towing in the United States. In 2021 the Minnesota Legislature passed a House resolution honoring the Schafer Family on the 100<sup>th</sup> anniversary in the towing business.

The company has been in Tow Times Magazine Multiples times. In November 2018 Josh Schafer, Mark's oldest son, was recognized by American Towman in Baltimore, MD for his family's dedication to the community and the Towing Industry. Josh was inducted into the Order of Towman. In 2019 Josh was appointed to the Federal Highway Administration Senior Executive Transportation and Public Safety Panel. Josh remains on the panel and meets with Legislators from around the United States in Washington DC.

We will continue to exceed the expectations of our customers by following one simple rule treat others as you wish to be treated. Also following the Advice of Dan Schafer, "Always worry about the customer and not the competition".

The Schafer family remains proud of their accomplishments in the vital industry.



# **TOWING PROCEDURES**

# Pulver Code Blue Policy and Incident Management Response Activation

Pulver Dispatch Centers will active code blue under the direction of division managers.

# **Code Blue Policy**

Pulver Motor Service will only respond to law enforcement calls when under code blue. Dispatch Centers will inform customers that we are under code blue and only providing assistance to law enforcement agencies. Dispatchers can inform the customer with an estimated time when the code blue will be removed. Dispatchers can get the customers service request information and contact information and inform them that we will respond to their request when code blue has been deactivated.

# **Criteria Needed to Active Code Blue**

- Road conditions are deemed impassible or closed by the Minnesota DOT.
- Dispatch is overloaded with request from law enforcements request for service.
- A code blue activation makes all operators and equipment available to respond to law enforcement calls.

Code Blue can be activated in the event of a disaster that is not related to a winter storm. In the event of a disaster the Pulver incident response team will be activated by the division manager and placed on standby to provide assistance to agencies responding to the disaster. The incident response team will set up a direct line of communication with the agencies incident commanders and follow the FEMA national incident management system protocol. Pulver Motor Service has provided service for agencies numerous times for numerous incidents.

Some incidents we have responded to include:

- Flooding—provided trucks for hauling sandbags.
- Tornados—provided trucks to remove debris and vehicles from roadways so emergency responders can get to people in need also lifting trees off houses.
- Roof collapse—provided trucks and blocking to lift roof off victims.
- Fires—provided trucks to remove vehicles from structures and roadway so fire can access the scene.
- Hazardous Chemical Spill —Provided trucks to haul containment boom, provided our incident response trailer with transfer pumps and absorbance.
   Preformed cleanup and soil testing and directly reported to the MPCA. Recovered hazardous chemical overturned vehicles with an engineered recovery plan.
- Fire/EMS—Provided recovery service to lift large vehicles that have overturned on to vehicles trapping victims.
- Law Enforcement—Provided trucks to assist in closing roadways to secure areas. Provided off road recovery unit to assist secure evidence
- Rochester Airport—Provided service to recover 747 jets off the runway.

Pulver Motor Service has been requested to tow vehicles that have been involved in crimes many of times; this has influenced us to create specific policy for it.

# Pulver Motor Service Crime-Related Towing Policy

All Pulver Motor Service operators providing service to law enforcement agencies on vehicles involved in crimes will follow direction of the agency requesting service. All operators will have proper PPE to perform the requested service and practice bloodborne pathogens and right to know training.

Operators must also know they are providing assistance to the agency and communicate with the agency to assure we do not contaminate the evidence.

When a vehicle is being transported, we will be sure to be escorted or followed by the agency; the chain of custody must not be broken as the vehicle is evidence and must always be in site of an officer from the requesting agency. Pulver Motor Service will never have sole possession of the vehicle we are providing professional assistance to the agency and will work under the direction of the agency.

In less sever crimes where the agency may not transport the vehicle to their location, it may be transported to our storage lot. The vehicle is still evidence and needs to be treated as evidence/ The operator must go directly from the pickup location to the storage lot.

In many auto accidents, the vehicle can be evidence in a crime. The vehicle has data recording devices that may need to be removed when a warrant is obtained. Operators must communicate with the officer to see if there are holds on the vehicle. If the agency requests inside storage or places the vehicle, we will be sure to check the hold box on dispatching system and mark the glass that the vehicle has a hold on it.

Pulver operators may encounter questions from the media on our services provided to the agency and questions regarding the vehicle involved in the crime. All media questions are to be deferred to the agency that requested our service. We will simply tell the media to contact the agency that requested our services and alert the Pulver media release manager on duty that the media is asking questions. We will not provide media any information related to services with the agency.

# Pulver Motor Service Law Enforcement Related Towing Policy

When dispatch receives a call from law enforcement, the call will be marked as a priority or an emergency tow in our system. This will move the call to the top of the list ensuring that the call is handled in a timely manner. If the dispatcher must defer an operator from a low priority call to provide service to law enforcement, the dispatch system will allow the dispatcher to defer the call if it is marked priority. **All calls from law enforcement will be marked as a priority.** 

All Pulver Motor Service operators providing service to law enforcement agencies on vehicles to be towed our impounded will follow direction of the agency requesting service. All operators will have proper PPE to provide service.

Operators must know they are providing assistance to the agency and communicate with the agency to assure we are on the same page with the agency. The agency will have record of the service provide stating where the vehicles was towed to and from. It is important to Pulver that our records reflect the agencies records.

Before the vehicle is transported, we will be sure to secure the vehicle and the contents of the vehicle. If an inventory of the vehicle is done by the agency, we will ask that a copy be provided for our records; this will eliminate false claims of missing property. Pulver in-truck technology provides the operator the capability to take photos of the vehicles and its contents. The photos can then be uploaded into the records and used as proof of inventory in the vehicle. The intruck technology can also be used to take photos of prior damage on the vehicle. If prior damage is noticed, be sure to inform the officer so it can be noted in the agency's records.

Operators must communicate with the officer to see if there are holds on the vehicle. If the agency requests inside storage or places the vehicle on hold be sure to check the hold box in the system and mark the glass that the vehicle has a hold on it. All vehicles towed in to Pulver storage lots must be marked on the glass with the date and place it was towed from. If the tow was initiated by law enforcement, there will be an ICR# on the tow. This number must be put on the invoice and written on the glass of the vehicle. If the ICR# cannot be obtained from the officer. dispatch can call the agency for the information.

### **Pulver New Technology**

Pulver has installed HAAS ALERT technology in all trucks providing service in Marshall. The technology alerts the motoring public to Slow Down and Move Over when approaching a Pulver truck with the emergency lights activated. The technology allows Pulver dispatchers to GPS track trucks providing services.

Pulver dispatching software has a feature that allows the Pulver dispatcher to send a text message to the cell phone of the caller. The text provides a direct link to the customers location. The location automatically loads into the tablet in the responding truck using google maps. The Pulver operators can find the customer more efficiently with this new technology.

Pulver has access to MN DRIVE LOOKUP. Pulver has used the access to obtain insurance and lienholder information for law enforcement agencies. We have found that the information available to us differs from law enforcement lookup.

Pulver has installed digital radios in all Pulver trucks. Pulver has two operating frequencies that can be accessed by creating a patch to a LY channel. This technology would be available if ever needed.

Pulver has the ability to enter any plate number from any state and get vehicle information and vin numbers. We can also enter vin numbers and get plate numbers. This technology has been used to assist law enforcement obtain info on out of state vehicles.

# ARTICLE III. VEHICLE TOWING AND IMPOUNDMENT

# DIVISION 1. GENERALLY

#### Secs. 74-46-74-60. Reserved.

# DIVISION 2. TOWING ON ORDER OF POLICE

#### Sec. 74-61. Purpose and intent of division.

This division is enacted to promote the health, safety and general welfare of the inhabitants of the city by regulating the towing and storage of motor vehicles that have been ordered towed and stored by the city police department.

(Code 1976, § 6.42(1)(A))

#### Sec. 74-62. Scope of division.

The towing and storage of motor vehicles at the request of the city police, within the city, shall be in conformity with the provisions of this division.

(Code 1976, § 6.42(2))

#### Sec. 74-63. Contracting for towing/storage services.

*Operator requirements.* The city shall contract for police requested towing and storage of motor vehicles services only upon the following conditions:

- (1) *Availability of facility.* The towing and storage facility shall be available upon the request of the city police department at all times on every day of the year.
- (2) Outside and inside storage. The storage facility shall include outside storage and inside storage. The outside storage shall be for at least 30 cars and shall be surrounded by a six-foot high fence, and shall be secured and locked at all times. The inside storage shall be for at least six cars. Any storage facility under this division shall be located within a distance of no more than one-half mile of the city limits.
- (3) Insurance provisions. The towing operator must carry, at his own expense, premises, general liability, automobile combined single limit and garage keepers' liability insurance with an approved reliable insurance company licensed to do business in the state, and which insurance shall include the city as an additional named insured and contain coverage in amounts of not less than the following: general liability coverage, \$1,000,000.00; automobile combined single limit coverage \$500,000.00; and \$50,000.00 garage keepers' insurance. The operator shall furnish and file with the city clerk a policy or a certificate of such insurance of the insurer which shall contain a clause providing for a ten-day notice to the city before cancellation. If any policy of insurance required in this subsection is cancelled, the towing operator before the date of cancellation shall furnish and file a similar new certificate. Failure to

comply with the provisions of this subsection shall automatically suspend the agreement as of the date of the cessation of any such insurance coverage. Insurance provisions shall apply and are effective after January 1, 2014.

- (4) *Impounding, towing and release.* The operator shall take immediate possession of any vehicle duly ordered impounded and ticketed for any traffic or parking violation and shall tow such vehicle to the car pound. No such vehicle shall thereafter be released without authorization by the director of public safety or other duly authorized city official.
- (5) Storage of impounded vehicles. Any vehicle directed to be towed and impounded as provided in this section, from the time it is taken possession of by the operator to the owner as provided in this section, shall be considered to be in the custody of the law, and no work shall be done thereon, except the impounding and storage of such vehicle, of the employee or the agent until such car has been released to the owner. All such cars, when ordered released by the city police department, shall be released to the owner by the operator without charge. The operator during the time the vehicle is impounded shall not permit the owner or any other person to take or remove from the vehicle any parts, or change or repair any parts.
- (6) *Release form.* At the time of return of the vehicle, the towing operator shall release the vehicle upon written copy of the release form by the police department. Of such two copies the city police department shall deliver one to the director of finance of the city.
- (7) Rate regulation for towing and storage. The towing operator shall set the towing and storage rates pursuant to a competitive bidding process. A two-year contract shall be awarded by the city to the lowest responsible bidder pursuant to city procedures. The city shall pay towing and storage fees pursuant to the contract entered into between the operator and city.
- (8) Towing operator and employees. Towing operators and employees must maintain proper licensure to operate motor vehicles in the state at all times throughout the terms of the contract to be awarded by the city. The towing operator shall sign the appropriate releases so as to authorize criminal background check as deemed necessary and appropriate by public service director. The city hereby reserves the right to reject a bid or rescind an agreement if criminal background check reveals relevant criminal offenses which would reflect negatively upon the towing operator's ability to provide appropriate towing service for the city. For example, if towing operator is convicted of vehicle theft charge, or theft by swindle, or other fraud conviction, city reserves the right to reject bids or rescind agreement.

(Ord. No. 647, § 1, 12-27-2011; Ord. No. 723 2nd Series, § 1, 8-8-2017)

Editor's note(s)—Ord. No. 647, § 1, adopted December 27, 2011, amended section 74-63 in its entirety to read as herein set out. Formerly, section 74-63 pertained to the licensing of tow trucks and derived from the Code of 1976, § 6.42(3)—(6).

Cross reference(s)—Business licenses, § 22-21 et seq.

#### Sec. 74-64. Notice of impoundment to owner.

The department of public safety shall give notice of the impounding of any such vehicle to the owner thereof, as shown upon or in records of the state motor vehicle department of the secretary of state, by telephone immediately upon the receipt of notice of such impounding, if possible, and if it is not possible, shall notify such owner by certified mail, addressed as indicated in the records of the state department of motor vehicles, within 72 hours after receipt of such notice.

(Code 1976, § 6.42(7))

(Supp. No. 38)

#### Sec. 74-65. Impoundment and sale.

After any motor vehicle has been towed and stored and unclaimed for a period of three weeks, the city clerk may immediately proceed to have a sale of such vehicle in the same process as abandoned vehicles under Minn. Stat. ch. 168B.

(Code 1976, § 6.42(8); Ord. No. 723 2nd Series, § 1, 8-8-2017)

Secs. 74-66-74-85. Reserved.

(Supp. No. 38)



Meeting Date:	Tuesday, November 23, 2021	
Category:	CONSENT AGENDA	
Туре:	ACTION	
Subject:	Consider approval of a permit to allow Alcoholic Beverages at City-Owned Facilities.	
Background Information:	The Marshall Convention and Visitor Bureau has applied for a permit to serve intoxicating liquor at the Red Baron Arena on December 3 and 4, 2021 in conjunction with the Fairbanks Ice Dogs hockey games. Fuzzy's of Marshall will serve intoxicating liquor under their On-Sale Intoxicating liquor license.	
Fiscal Impact:	\$30/day	
Alternative/ Variations:	None recommended	
Recommendations:	<ul> <li>To approve the application for alcoholic beverages at City-Owned Facilities and Parks for the CVB/ Fuzzy's.</li> </ul>	

MARSHALL CULTIVATING THE BEST IN US	Application Alcoholic Beverages at City-Owned Facilities and Parks License: \$30/Day (All information requested is <u>required.)</u>
DBA Name (if different): Marshall Address: 1051 Victory d	Marshall Convention & Visitor Bureno rive IN 56258 Email Address: Cassi Weiss@visitmars
Estimated Attendance: <u>BOO</u> On-Sale Intoxicating Liquor License Holder: <u>FI</u> Address: <u>286</u> <u>West</u> <u>Mail</u> City/State/Zip: <u>MailShall</u> <u>MN</u> Phone Number: <u>507.532.655</u> Required Submittals: • A Certificate of Liability Insurance • A Certificate of Compliance Minnesota Wo • A Completed Form SP:C1 • A Copy of the On-Sale Intoxicating Liquor	NZZYS <u>NSTREET</u> <u>N56258</u> Email Address: prkers' Compensation Law form.
• A Consent of the Release of Information I hereby submit this application for Alcoholic Bev provisions stated in the ordinances of the City of	erages at City-Owned Facilities and Parks in accordance with the



Meeting Date:	Tuesday, November 23, 2021
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Consider authorization to declare bicycles as surplus property for the Marshall Police Department.
Background Information:	There are 40 bicycles that have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
Fiscal Impact:	These bicycles will be sold, donated or will be taken to Alters for disposal.
Alternative/ Variations:	
Recommendations:	That the bicycles be declared as surplus property by the City of Marshall.



Meeting Date:	Tuesday, November 23, 2021	
Category:	CONSENT AGENDA	
Туре:	ACTION	
Subject:	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.	
Background Information:	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.	
Fiscal Impact:	cal Impact: These vehicles will be auctioned on-line at the state site, sold or will be taken to Alters for disposal.	
Alternative/ Variations:		
<b>Recommendations:</b> That these vehicles be declared as surplus property by the City of Marshall.		

19-16070	07 Cadillac	BXF 468	1G6KD57Y77U203298	Forf (County Atty)
21-13324	02 Ford Escape	075 DGY ND	1FMYU03142KA26017	Abandoned
21-13435	04 Chevy Malibu	CVS 025	1G1ZT54804F178658	Abandoned
21-4613	06 Mercury Mariner	DWV 897	4M2CU98H46KJ07026	Forf (City Atty)
21-14318	03 Chevy Blazer	FWM 775	1GNOT135X32233380	Abandoned



Meeting Date:	Tuesday, November 23, 2021
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Surplus Items -Wastewater Department.
Background Information:	The Wastewater Treatment Facility has a few items we would like to declare as surplus property. We have a large overhead crane that was removed as part of the WWTF Upgrade project, three large electric fans that were removed and we have no need for them anymore, and an old sewer rodding machine that has not been used for decades. This was used to clean sewer blockages before hydraulic sewer jetters came out.
Fiscal Impact:	The equipment will try to be sold or scrapped out.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council









Meeting Date:	Tuesday, November 23, 2021	
Category:	CONSENT AGENDA	
Туре:	ACTION	
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor Licenses for Friends of the Orchestra, LTD.	
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for the Friends of the Orchestra, LTD to use at Holy Redeemer Church, 503 West Lyon, on December 11, 2021.	
Fiscal Impact:	\$30	
Alternative/ Variations:	None recommended	
Recommendations:	To approve a Temporary On-Sale Liquor License for Friends of the Orchestra, LTD to use at Holy Redeemer Church, 503 West Lyon, on December 1, 2021	



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	Dat	e organized	av avampt number
Friends of the Orchestra LTD	10/2	2/2007	
Address	City	State	Zip Code
P. O. Box 191	Lynd	MN	56157
Name of person making application	Bus	siness phone	
Kristin Gruhot	507	7-532-2334	
Date(s) of event	Type of organiza	ation 🗌 Microdistillery	Small Brewer
December 1, 2021	Club C	haritable 🔲 Religious	🔀 Other non-profit
Organization officer's name	City	State	Zip Code
Beth Steuck	Marshall	MN	56258
Organization officer's name	City	State	Zip Code
Kristin Gruhot	Lynd	MN	56157
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Location where permit will be used. If an outdoor a	van daarrika		

Location where permit will be used. If an outdoor area, describe. Holy Redeemer Church, 503 W. Lyon, Marshall, MN 56258

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

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

APPROVAL

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

City of Marshall City or County approving the license	Date Approved		
\$30.00	12/1/2/		
Fee Amount	Permit Date		
Date Fee Paid	City or County E-mail Address		
-11-2	507-537-6775		
11K	City or County Phone Number		
gnature City Clerk or County Official	Approved Director Alcohol and Gambling Enforcement		
LERKS NOTICE: Submit this form to Alcohol and Gambling E	nforcement Division 30 days prior to event		

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

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Item 7. EMAIL. E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE FORT Page 36


# CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	CONSENT AGENDA
Туре:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.

### Marshall, MN



# **Council Check Report**

By Vendor Name

Date Range: 11/12/2021 - 11/23/2021

Vendor Number Bank Code: AP-REG AP	Vendor Name	Payment Date	Payment Type	Discount Amount Pay	ment Amount	Number
4549	A & B BUSINESS, INC	11/19/2021	EFT	0.00	2,039.80	8206
4193	A & C EXCAVATING	11/12/2021	Regular	0.00	46,953.22	
5813	ACE HOME & HARDWARE	11/12/2021	EFT	0.00	677.65	
5813	ACE HOME & HARDWARE	11/19/2021	EFT	0.00	398.11	
5119	ALL FLAGS,LLC	11/19/2021	Regular	0.00		120138
0574	ALPHA VIDEO AND AUDIO INC	11/12/2021	Regular	0.00	2,070.00	
0578	AMAZON CAPITAL SERVICES	11/12/2021	EFT	0.00	24.80	
0578	AMAZON CAPITAL SERVICES	11/19/2021	EFT	0.00	161.77	
3761	AMERICAN BOTTLING CO.	11/19/2021	Regular	0.00		120139
5837	ANDERSON, JASON	11/12/2021	EFT	0.00	80.00	
0630	ARCTIC GLACIER	11/19/2021	Regular	0.00	260.31	120140
0629	ARNOLD MOTOR SUPPLY	11/19/2021	Regular	0.00	104.93	120141
5447	ARTISAN BEER COMPANY	11/12/2021	Regular	0.00		120108
5447	ARTISAN BEER COMPANY	11/19/2021	Regular	0.00	2,045.95	
6883	AT&T MOBILITY II LLC	11/19/2021	Regular	0.00	-	120143
0656	AVERA MARSHALL REGIONAL MED CTR	11/12/2021	Regular	0.00	295.00	120109
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	11/19/2021	EFT	0.00	3,100.00	8209
5327	BAUMANN, ADAM	11/12/2021	EFT	0.00	30.00	8132
0688	BELLBOY CORPORATION	11/19/2021	EFT	0.00	7,204.43	8210
0689	BEND RITE FABRICATION INC	11/12/2021	Regular	0.00	648.15	120110
0699	BEVERAGE WHOLESALERS	11/12/2021	Regular	0.00	20,443.00	120111
0699	BEVERAGE WHOLESALERS	11/19/2021	Regular	0.00	27,817.66	120144
6879	BLUE FIRE TRAINING LLC	11/19/2021	Regular	0.00	1,460.00	120146
0724	BOLTON & MENK INC	11/12/2021	EFT	0.00	7,415.00	8133
0726	BORCHS SPORTING GOODS	11/12/2021	EFT	0.00	1,662.00	8134
0018	BORDER STATES ELECTRIC SUPPLY	11/12/2021	EFT	0.00	8.33	8135
0018	BORDER STATES ELECTRIC SUPPLY	11/19/2021	EFT	0.00	202.95	8211
6231	BOX, KYLE	11/12/2021	EFT	0.00	30.00	8136
4457	BREAKTHRU BEVERAGE	11/19/2021	Regular	0.00	14,449.09	120147
3568	BRUNSVOLD, QUENTIN	11/12/2021	EFT	0.00	108.75	8137
0728	BUFFALO RIDGE CONCRETE, INC	11/19/2021	EFT	0.00	162.00	8212
0378	BUYSSE, JASON	11/12/2021	EFT	0.00	30.00	8138
6744	C&L DISTRIBUTING	11/12/2021	EFT	0.00	180.00	8139
0380	CALLENS, DAVID	11/12/2021	EFT	0.00	30.00	8140
6791	CAPITAL ONE	11/12/2021	Regular	0.00	1,227.08	120112
0799	CARLOS CREEK WINERY	11/12/2021	Regular	0.00	1,575.00	120116
0802	CARLSON & STEWART REFRIG INC	11/12/2021	EFT	0.00	2,280.45	8141
0815	CATTOOR OIL COMPANY INC	11/12/2021	EFT	0.00	79.70	8142
0815	CATTOOR OIL COMPANY INC	11/19/2021	EFT	0.00	1,600.27	8213
0818	CAUWELS, ROGER	11/12/2021	EFT	0.00	30.00	
0836	CHARTER COMMUNICATIONS	11/12/2021	EFT	0.00	11.99	8144
0836	CHARTER COMMUNICATIONS	11/19/2021	EFT	0.00	90.49	8214
6692	CHRISTENSEN BROADCASTING LLC	11/12/2021	EFT	0.00	390.00	
5733	CLARITY TELECOM, LLC	11/12/2021	EFT	0.00	828.68	
5733	CLARITY TELECOM, LLC	11/19/2021	EFT	0.00	3,271.49	8215
0875	COMPUTER MAN INC	11/12/2021	EFT	0.00	75.00	8147
0875	COMPUTER MAN INC	11/19/2021	EFT	0.00	4,995.25	
0384	COUDRON, DEAN	11/12/2021	EFT	0.00	30.00	
0920	CULLIGAN WATER CONDITIONING OF MARSHALL		Regular	0.00		120117
0934	D & G EXCAVATING INC	11/12/2021	EFT	0.00	10,575.52	
0934	D & G EXCAVATING INC	11/19/2021	EFT	0.00	8,742.87	
3819	DACOTAH PAPER CO	11/19/2021	EFT	0.00	90.50	
6537	DEHN, JESSIE	11/12/2021	EFT	0.00	70.00	
6205	DESMET, JASMINE	11/19/2021	EFT	0.00	294.30	8219

#### **Council Check Report**

#### Date Range: 11/12/2021 - 11/23/2021

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6472	DEUTZ, LAUREN	11/12/2021	EFT	0.00	80.00	
0998	DIVERSIFIED INSPECTION	11/19/2021	EFT	0.00	824.00	
5731	DOLL DISTRIBUTING	11/12/2021	EFT	0.00	9,403.80	
5731	DOLL DISTRIBUTING	11/19/2021	EFT	0.00	17,506.30	
1020	DUININCK BROS., INC.	11/12/2021	EFT	0.00	8,044.05	
1020	DUININCK BROS., INC.	11/19/2021	EFT	0.00	3,580.94	
4753	ENTERPRISE LEASING CO	11/12/2021	EFT	0.00	407.28	
4753 6418		11/19/2021 11/12/2021	EFT EFT	0.00 0.00	147.71 125.57	
1090	ESPING, DEREK FASTENAL COMPANY	11/12/2021	EFT	0.00	125.37	
1090	FASTEINAL COMPANY	11/19/2021	EFT	0.00	744.38	
6880	FROILAND, GARY	11/19/2021	Regular	0.00		120149
4805	FURTHER	11/12/2021	Bank Draft	0.00		DFT0001241
4805	FURTHER	11/12/2021	Bank Draft	0.00	-	DFT0001246
1158	GALLS INC	11/12/2021	EFT	0.00	140.04	
1158	GALLS INC	11/19/2021	EFT	0.00	173.03	
1193	GOPHER	11/19/2021	Regular	0.00		120150
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	11/12/2021	Regular	0.00	36.89	120118
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	11/19/2021	Regular	0.00		120151
6269	HANSON, SHARON	11/19/2021	EFT	0.00	43.32	8226
1243	HARDWARE HANK	11/12/2021	EFT	0.00	90.75	8158
1243	HARDWARE HANK	11/19/2021	EFT	0.00	146.69	8227
1247	HARTS HEATING & REFRIGERATION INC	11/19/2021	Regular	0.00	10,066.00	120152
1256	HAWKINS INC	11/19/2021	EFT	0.00	7,210.10	8228
5825	HEFTY SEED CO	11/12/2021	Regular	0.00	132.95	120119
1267	HEIMAN INC.	11/12/2021	EFT	0.00	221.00	8159
1267	HEIMAN INC.	11/19/2021	EFT	0.00	1,771.95	8229
1288	HISKEN CONSTRUCTION INC	11/19/2021	Regular	0.00	20,611.50	120153
5515	HOFFMANN, RYAN	11/12/2021	EFT	0.00	30.00	8160
6324	ΗΟΟΚ, ΜΑΤΤ	11/12/2021	EFT	0.00	50.00	
1311	HYVEE FOOD STORES INC	11/19/2021	Regular	0.00		120154
1325	ICMA RETIREMENT TRUST #300877	11/19/2021	Regular	0.00		120155
1343	INDEPENDENT LUMBER OF MARSHALL INC	11/12/2021	Regular	0.00		120120
1358		11/12/2021	Bank Draft	0.00	-	DFT0001247
1358		11/12/2021	Bank Draft	0.00	-	DFT0001248
1358	INTERNAL REVENUE SERVICE	11/12/2021	Bank Draft	0.00		DFT0001249
4502	JODI SCHREURS	11/19/2021	Regular	0.00		120156
1399 1399	JOHNSON BROTHERS LIQUOR COMPANY	11/12/2021	Regular	0.00 0.00	4,899.50 14,676.81	
3564	JOHNSON BROTHERS LIQUOR COMPANY KESTELOOT ENTERPRISES, INC	11/19/2021 11/19/2021	Regular EFT	0.00	60.12	
5095	KIBBLE EQUIPMENT	11/19/2021	EFT	0.00	109.34	
0450	KOPITSKI, JASON	11/12/2021	EFT	0.00	30.00	
5377	KRUK, CHRISTOPHER	11/12/2021	EFT	0.00	30.00	
4140	KRUSE FORD-LINCOLN-MERCURY, INC	11/12/2021	Regular	0.00		120122
4140	KRUSE FORD-LINCOLN-MERCURY, INC	11/19/2021	Regular	0.00		120160
6629	KURITA AMERICA INC	11/12/2021	EFT	0.00	4,446.00	8164
6629	KURITA AMERICA INC	11/19/2021	EFT	0.00	4,446.00	8232
6875	KUSTOM SIGNALS, INC.	11/12/2021	Regular	0.00	141.00	120123
6792	LANDRUM AND BROWN, INC	11/12/2021	Regular	0.00	2,000.00	120124
3653	LANGUAGE LINE SERVICES	11/19/2021	EFT	0.00	89.04	8233
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	11/19/2021	Regular	0.00	415,091.00	120161
6183	LEE, JERRED	11/12/2021	EFT	0.00	30.00	8165
1507	LOCHER BROTHERS INC	11/19/2021	EFT	0.00	1,626.35	8234
6323	LUTHER, ERIC	11/12/2021	EFT	0.00	30.00	
6878	LYON COUNTY ABSTRACT AND TITLE	11/12/2021	Regular	0.00	327,582.83	
1531	LYON COUNTY AUDITOR-TREASURER	11/19/2021	EFT	0.00	2,500.00	
1548	LYON COUNTY LANDFILL	11/12/2021	EFT	0.00	15.00	
1552	LYON COUNTY RECORDER	11/19/2021	EFT	0.00	92.00	
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	11/19/2021	Regular	0.00		120169
1575	MAILBOXES & PARCEL DEPOT	11/19/2021	EFT	0.00	25.24	
1603	MARSHALL ANIMAL CLINIC	11/12/2021	Regular	0.00	50.00	120126

#### **Council Check Report**

#### Date Range: 11/12/2021 - 11/23/2021

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1604	MARSHALL AREA CHAMBER OF COMMERCE	11/12/2021	EFT	0.00	20.00	8168
0460	MARSHALL JAMES	11/12/2021	EFT	0.00	80.00	8169
1633	MARSHALL MUNICIPAL UTILITIES	11/12/2021	EFT	0.00	77,908.23	
1633	MARSHALL MUNICIPAL UTILITIES	11/19/2021	EFT	0.00	10,119.03	
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	11/19/2021	EFT	0.00	49.23	
5139	MATHESON TRI-GAS INC	11/12/2021	Regular	0.00		120127
5139	MATHESON TRI-GAS INC	11/19/2021	Regular	0.00		120170
1680	MCEA EXECUTIVE OFFICE	11/19/2021	Regular	0.00		120171
1695	MEIER ELECTRIC INC	11/19/2021	EFT	0.00	642.70	
6025	MELLENTHIN, CODY	11/12/2021	EFT	0.00	30.00	
4980	MENARDS INC	11/12/2021	Regular	0.00	1,262.71	
4980	MENARDS INC	11/19/2021	Regular	0.00	2,057.19	
1704	MESERB	11/19/2021	Regular	0.00		120174
3971	MEULEBROECK, ANDY	11/12/2021	EFT	0.00	30.00	
1711	MID-AMERICAN RESEARCH CHEMICAL	11/19/2021	Regular	0.00		120175
1739	MILLS & MILLER	11/19/2021	Regular	0.00	2,226.99	
3669	MINNESOTA STATE RETIREMENT SYSTEM	11/12/2021	Bank Draft	0.00	-	DFT0001244
1839	MINNESOTA VALLEY TESTING LABS INC	11/12/2021	EFT	0.00	200.00	
1839	MINNESOTA VALLEY TESTING LABS INC	11/19/2021	EFT	0.00	861.25	
1754	MN CHIEFS OF POLICE ASSOCIATION	11/12/2021	Regular	0.00		120129
1757	MN CHILD SUPPORT PAYMENT CENTER	11/12/2021	Bank Draft	0.00		DFT0001239
1757	MN CHILD SUPPORT PAYMENT CENTER	11/12/2021	Bank Draft	0.00		DFT0001240
1774	MN DEPT OF LABOR AND INDUST	11/19/2021	Regular	0.00		120177
1818		11/12/2021	Bank Draft	0.00	-	DFT0001250
1864	MONTES ELECTRIC INC	11/19/2021	Regular	0.00	6,678.62	
2512		11/12/2021	Bank Draft	0.00		DFT0001234
2513	NATIONWIDE RETIREMENT-FIRE	11/12/2021	Bank Draft	0.00		DFT0001235
1938	NEWMAN SIGNS	11/19/2021	EFT	0.00	1,571.30	
1945	NORMS GTC	11/12/2021	Regular	0.00		120130
1945	NORMS GTC	11/19/2021	Regular	0.00		120179
1946		11/19/2021	EFT	0.00	1,635.83	
6463 5891		11/19/2021	Regular EFT	0.00 0.00		120180
5891	ONE OFFICE SOLUTION ONE OFFICE SOLUTION	11/12/2021	EFT	0.00	38.58	
		11/19/2021	EFT	0.00	1,349.29	
5205 6876	PAINTED PRAIRIE VINEYARD, LLC	11/19/2021 11/12/2021		0.00	144.00	120131
5117	PANKA, MICHAEL PARSONS, DAVE	11/12/2021	Regular EFT	0.00	69.00	
2028	PERA OF MINNESOTA REG	11/12/2021	Bank Draft	0.00		DFT0001242
2028	PHILLIPS WINE AND SPIRITS INC	11/12/2021	Regular	0.00	9.045.18	
2036	PHILLIPS WINE AND SPIRITS INC	11/19/2021	Regular	0.00	6,377.87	
3441	PROUTY, MICHELLE	11/12/2021	EFT	0.00	100.00	
0477	PRZYBILLA, SCOTT	11/12/2021	EFT	0.00	30.00	
0477	PRZYBILLA, SCOTT	11/19/2021	EFT	0.00	175.00	
6166	PULVER MOTOR SVC, LLC	11/12/2021	EFT	0.00	1,200.00	
6166	PULVER MOTOR SVC, LLC	11/19/2021	EFT	0.00	675.00	
2096	QUARNSTROM & DOERING, PA	11/12/2021	EFT	0.00	400.00	
2112	R and G CONSTRUCTION COMPANY INC	11/12/2021	EFT	0.00	9,937.00	
4112	RDO EQUIPMENT CO.	11/19/2021	Regular	0.00	2,000.00	
4826	RIEKE, BENJAMIN	11/12/2021	EFT	0.00	30.00	
0481	ROKEH, JASON	11/12/2021	EFT	0.00	30.00	
5148	ROSENBAUER SOUTH DAKOTA, LLC	11/19/2021	Regular	0.00	2,071.29	
4070	RSS GROUP INT'L., INC.	11/19/2021	Regular	0.00	1,054.99	
2201	RUNNINGS SUPPLY INC	11/12/2021	EFT	0.00	100.92	
2201	RUNNINGS SUPPLY INC	11/19/2021	EFT	0.00	139.99	
5556	SANDGREN, KAYLYNN	11/12/2021	EFT	0.00	30.00	
6881	SHI INTERNATIONAL CORP.	11/19/2021	EFT	0.00	3,053.00	
6251	SHRED RIGHT	11/19/2021	EFT	0.00	15.00	
4855	SOUTHERN GLAZER'S OF MN	11/12/2021	EFT	0.00	9,308.44	
4855	SOUTHERN GLAZER'S OF MN	11/19/2021	EFT	0.00	25,111.11	
2311	SOUTHWEST GLASS CENTER	11/12/2021	EFT	0.00	27.00	
2311	SOUTHWEST GLASS CENTER	11/19/2021	EFT	0.00	3,814.00	
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#### **Council Check Report**

#### Date Range: 11/12/2021 - 11/23/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5922	SRF CONSULTING GROUP, INC.	11/19/2021	Regular	0.00	5,452.68	120187
0491	ST AUBIN, GREGORY	11/12/2021	EFT	0.00	30.00	8188
3808	STELTER, GEOFFREY	11/12/2021	EFT	0.00	30.00	8189
4134	STENSRUD, PRESTON	11/12/2021	EFT	0.00	30.00	8190
4134	STENSRUD, PRESTON	11/19/2021	EFT	0.00	294.00	8255
6040	STEP SAVER INC.	11/12/2021	Regular	0.00	286.53	120133
5491	STORM, ANNETTE	11/12/2021	EFT	0.00	80.00	8191
4385	STUART C IRBY CO.	11/19/2021	EFT	0.00	42.35	8256
0495	SWANSON, GREGG	11/12/2021	EFT	0.00	30.00	8192
6884	TACTICAL POLICE GEAR LLC	11/19/2021	Regular	0.00	4,968.08	120188
4407	TACTICAL SOLUTIONS	11/12/2021	Regular	0.00	322.00	120134
0147	TAHER FOOD SERVICE	11/12/2021	Regular	0.00	83.00	120135
4734	TESSMAN COMPANY	11/12/2021	EFT	0.00	2,212.39	8193
6156	TRUE BRANDS	11/12/2021	EFT	0.00	190.90	8194
6156	TRUE BRANDS	11/19/2021	EFT	0.00	415.66	8257
3342	TRUEDSON, SCOTT	11/12/2021	EFT	0.00	30.00	8195
3342	TRUEDSON, SCOTT	11/19/2021	EFT	0.00	80.00	8258
3538	TURFWERKS	11/19/2021	EFT	0.00	1,274.05	8259
6682	TYLER BUSINESS FORMS	11/19/2021	Regular	0.00	388.04	120189
5106	ULINE	11/12/2021	EFT	0.00	449.92	8196
3443	VALIC DEFERRED COMP	11/12/2021	Bank Draft	0.00	1,172.00	DFT0001236
3443	VALIC DEFERRED COMP	11/12/2021	Bank Draft	0.00	78.87	DFT0001237
3443	VALIC DEFERRED COMP	11/12/2021	Bank Draft	0.00	1,650.00	DFT0001238
6092	VANDERMILLEN, SCOTT	11/12/2021	EFT	0.00	80.00	8197
0512	VANLEEUWE, SARA J.	11/12/2021	EFT	0.00	70.00	8198
0513	VANMOER, ROBERT	11/12/2021	EFT	0.00	30.00	8199
4489	VERIZON WIRELESS	11/12/2021	EFT	0.00	35.01	8200
4489	VERIZON WIRELESS	11/19/2021	EFT	0.00	449.14	8260
2538	VIKING COCA COLA BOTTLING COMPANY	11/12/2021	EFT	0.00	994.35	8201
2538	VIKING COCA COLA BOTTLING COMPANY	11/19/2021	EFT	0.00	196.40	8261
4594	VINOCUPIA	11/12/2021	EFT	0.00	1,145.43	8202
4594	VINOCUPIA	11/19/2021	EFT	0.00	1,808.82	8262
6085	VOYA - INVESTORS CHOICE	11/12/2021	Bank Draft	0.00	1,828.24	DFT0001245
5961	WAYNE'S TRACTOR REPAIR	11/19/2021	Regular	0.00	325.26	120190
0518	WENKER, JEFFREY	11/12/2021	EFT	0.00	30.00	8203
2591	WESTERN PRINT GROUP	11/12/2021	EFT	0.00	1,552.00	8204
2591	WESTERN PRINT GROUP	11/19/2021	EFT	0.00	343.50	8263
2605	WINE MERCHANTS	11/12/2021	Regular	0.00	6,915.51	120136
6379	WINEBOW	11/19/2021	EFT	0.00	128.25	8264
2624	YMCA	11/12/2021	Regular	0.00	280.00	120137
2632	ZIEGLER INC	11/12/2021	EFT	0.00	119.07	8205

#### Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	159	68	0.00	971,680.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	149,191.65
EFT's	255	133	0.00	282,513.52
	430	217	0.00	1,403,385.62

# All Bank Codes Check Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	159	68	0.00	971,680.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	149,191.65
EFT's	255	133	0.00	282,513.52
	430	217	0.00	1,403,385.62

# **Fund Summary**

Fund	Name	Period	Amount
999	POOLED CASH FUND	11/2021	1,403,385.62
			1,403,385.62

#### CITY OF MARSHALL, MINNESOTA PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS 11/23/2021

PROJECT #:	Coding	DATE		CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
W13	602-49500-55120	5/28/2019		Manage Construction las	14.074.300.00		14.074.300.00	4.099.265.87	6.918.924.06	2.889.023.43		140.476.90	26.609.74	99.81%
	401-43100-55130	8/13/2019	WWTF Improvement Project	Magney Construction, Inc. Hisken Construction Inc.		(0.504.05)	14,074,300.00	4,099,205.87	182.655.20	2,889,023.43		140,476.90	20,009.74	100.00%
252	401-43100-55130		Transit ADA Bus Access Project (UCAP)(MN/DOT) COF Flood Control 2019 Betterments		185,250.15	(2,594.95)		450 400 00	182,000.20			-	-	79.20%
E22		9/24/2019		U.S. Army Corps of Engineers	190,000.00		190,000.00	150,483.00	<del>-</del>	0 500 074 54			39,517.00	
CH1	494-43300-55120 476-43300-55170	11/12/2019 4/14/2020	City Hall Renovation S 4th St Reconstruction	Brennan Companies R & G Construction	5,030,200.00 2,583,754.90	695,744.00	5,725,944.00		3,039,722.04	2,533,971.51 27.377.08	9.937.00	142,915.22	9,335.23	99.84% 100.00%
275			S 4th St Reconstruction S 1st St Reconstruction	Duininck. Inc	1 1	(18,032.08)	2,565,722.82 624,728.83		2,528,408.74		9,937.00 4.159.25	-	-	100.00%
276	476-43300-55170	5/26/2020			617,136.55	7,592.28	. ,		562,896.42	57,673.16	4,159.25	-	-	
277	630-49600-55170	6/23/2020	Legion Field Strom Water Improvements-Phase 1	Towne & Country Excavating LLC	277,943.00	(12,040.35)	265,902.65		257,658.64	8,244.01			-	100.00%
Z81	630-49600-55170	9/8/2020	MERIT Center Outfall Project	Towne & Country Excavating LLC	251,297.00	(9,637.00)	241,660.00			241,660.00	10 575 50	-	(0.00)	100.00%
Z82	479-43300-55170	2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	D & G Excavating Inc.	1,051,247.90	6,304.31	1,057,552.21			1,046,976.69	10,575.52	-	(0.00)	100.00%
Z51	495-43300-55170	2/23/2021	2021 Bituminous Overlay	Duininck, Inc	580,564.28	12,035.70	592,599.98			589,099.98	3,500.00		0.00	100.00%
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kkuechle Underground	849,244.50		849,244.50			779,179.36		41,009.44	29,055.70	96.58%
	479-42400-55120	2/23/2021	Fire Station Roofing	Gag Sheet Metal, Inc.	103,800.00	1,200.00	105,000.00			105,000.00		-	-	100.00%
Z50	101-43300-53425	3/9/2021	2021 Chip Sealing on Various City Streets	Asphalt Preservation Company Inc.	122,134.12	(12,821.07)	109,313.05			109,313.05			(0.00)	100.00%
321	479-45200-55120	3/9/2021	Restroom Facility and Picnic Pavilion - Patriot Park	Bladholm Construction	188,886.00	12,348.00	201,234.00			201,234.00			-	100.00%
278	630-49600-55170	4/13/2021	Storm Structure Outfall Improvements	R & G Construction	49,358.10	(562.20)	48,795.90			48,795.90		-	-	100.00%
288	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	53,113.40	1,977,713.85			1,805,682.93		75,901.65	96,129.27	95.14%
Z80	602-49500-55170	5/11/2021	T.H. 23/Independence Park Sewer Realignment	D & G Excavating Inc.	189,448.50		189,448.50			169,989.44		8,946.81	10,512.25	94.45%
ST-022	103-43300-55170	9/28/2021	Bruce St. Gravel Resurfacing	Rogge Excavating, Inc.	19,951.40		19,951.40						19,951.40	0.00%
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10			62,366.98	46,953.22	5,753.70	260,585.20	30.63%
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50		229,255.50						229,255.50	0.00%
	101-43400-55120	10/12/2021	A/D Building Roof Repair	Gag Sheet Metal, Inc.	37,200.00		37,200.00						37,200.00	0.00%
					28,931,231.45	732,650.04	29,663,881.49	4,249,748.87	13,490,265.10	10,675,587.52	75,124.99	415,003.72	758,151.29	



# CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Consider approval of a Partnership Agreement between the City of Marshall and Marshall Municipal Utilities
Background Information:	This agreement is brought to the Council for consideration on an annual basis. Please see the updated 2022 proposed Partnership Agreement with MMU. The joint committee met on October 25, 2021, reviewed the document in detail, and unanimously recommended approval.
Fiscal Impact:	Attached
Alternative/ Variations:	None Recommended
Recommendations:	That the Council approve the 2022 joint partnership agreement between the City of Marshall and Marshall Municipal Utilities.



344 West Main Street Marshall, MN 56258 Telephone: 507-537-6767 www.ci.marshall.mn.us



113 S. 4<sup>th</sup> Street Marshall, MN 56258 Telephone: 507-537-7005 www.marshallutilities.com

# Joint Resolution of the City of Marshall and Marshall Municipal Utilities Approving the 2022 Partnership Agreement

Whereas on Monday, October 25, 2021 at 12:00 noon, Mayor Robert Byrnes, City Councilmember John DeCramer, City Administrator, Sharon Hanson, Director of Public Works/City Engineer Jason Anderson, Director of Administrative Services, Annette Storm and MMU Commissioners Scott Saugstad, Kris Carrow, and Cindy Verschaetse joined by, MMU's General Manager Dave Schelkoph, Customer Service Manager, Leslie Hisken, Finance Manager Kevin Lee, Electric Operations Manager, Tony Mead and Water Operations Manager, Jeff Larson reviewed the 2022 Partnership Agreement material, and

Whereas, the representative group reviewed and discussed the individual agreements and attachments outlined below. Following discussion, the committee recommends the City Council and the Marshall Municipal Utilities Commission reaffirm the agreements.

Now therefore be it resolved, the individual agreements that comprise the 2022 Partnership Agreement and their attachments listed below are hereby approved and the Mayor, City Clerk, Chairman of the Commission and Secretary to the Commission are hereby authorized to sign this Joint Agreement and said individual agreements:

Agreement Title: Payment-In-Lieu- Of-Taxes (PILOT)		Agreement Number: 1A.3
Date of Adoption:	Updated: October 25, 2021 Reaffirmed:	Effective: January 1, 2022

### **Subject Matter:**

As a Municipal Utility, Marshall Municipal Utilities (MMU) is exempt from paying property tax. Due to being a tax-exempt entity, MMU will remit a Payment in Lieu of Tax (PILOT) to the City of Marshall.

### **Scope of Activity:**

The purpose of the Agreement is to define the basis of the PILOT payment remitted to the City of Marshall by MMU.

### **PILOT Calculation:**

The annual PILOT calculation is based on the average annual kilowatt hour (kWh) sales using the most recent audited ten (10) years information. The calculation is based on a ten (10)-year average instead of the prior year's kWh sales to allow payment to be less volatile. To calculate the PILOT, an energy rate of \$.0014 is multiplied by the average kWh sales to determine the base amount. In addition, an amount in support of EDA programs and activity will be made annually. That EDA increment would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by \$.0006 and GS-4 sales by \$.0001 which would yield \$181,581 in the current calculation Attachment A and B show the forecasted amounts for the succeeding year.

### **Funding:**

On a monthly basis, MMU will remit one twelfth of the annual PILOT amounts to the City.

Marshall Municipal Utilities Commission	City of Marshall	
Chairperson of the Commission	Mayor	
Secretary of the Commission	City Clerk	
Date:	Date:	

## ATTACHMENT A

# PAYMENT IN LIEU OF TAXES (PILOT) AND ECONOMIC DEVELOPMENT AUTHORITY (EDA) PILOT SUPPORT TO THE CITY OF MARSHALL MARSHALL, MINNESOTA

# 2022 Payment in Lieu of Taxes (PILOT) Calculation

<u>Audit Year</u>	Total <u>kWh Electric Sales</u>	ndustrial Customer <u>kWh Electric Sales</u>	All other <u>kWh Electric Sales</u>
2011	614,214,225	349,428,800	264,785,425
2012	603,880,688	351,260,000	252,620,688
2013	604,240,783	344,190,000	260,050,783
2014	591,425,915	334,530,000	256,895,915
2015	587,485,240	340,606,000	246,879,240
2016	572,499,415	329,056,000	243,443,415
2017	570,043,971	333,382,000	236,661,971
2018	573,113,094	329,336,000	243,777,094
2019	558,720,581	318,542,000	240,178,581
2020	531,120,905	306,140,800	224,980,105
Total	5,806,744,817	3,336,471,600	2,470,273,217
<u>10 Year Rolling Average kWh</u> <u>Electric Sales (based on audit years</u> <u>2011 through 2020):</u>	580,674,482	333,647,160	247,027,322
Base PILOT Rate Per kWh		\$ 0.001400	\$ 0.001400
2022 BASE PILOT	\$ 812,944	\$ 467,106	\$ 345,838
EDA PILOT Support Rate per kWh		\$ 0.000100	\$ 0.000600
2022 BASE EDA PILOT Support	\$ 181,581	\$ 33,365	\$ 148,216
2022 PILOT Payment to City of Marshall	\$ 994,525	\$ 500,471	\$ 494,055

#### ATTACHMENT B

#### MARSHALL MUNICIPAL UTILITES PAYMENTS /ALLOCATED COSTS AND CITY OF MARSHALL PAYMENTS

	Estimated 2022	Projected <u>2021</u>	Historical <u>2020</u>	Historical <u>2019</u>	Historical <u>2018</u>	Historical <u>2017</u>	Historical <u>2016</u>
MMU PILOT/Allocated Cost Discounts							
PILOT							
Base	\$ 812,944	\$ 823,773	\$ 810,579	\$ 819,195	\$ 828,669	\$ 840,349	\$ 846,225
EDA Support #	\$ 181,581	\$ 184,078	\$ -	\$ 457,939	\$ 500,000	\$ 500,000	\$ 18,521
Total PILOT Payments	\$ 994,525	\$ 1,007,851	\$ 810,579	\$ 1,277,134	\$ 1,328,669	\$ 1,340,349	\$ 864,746
Discounted Services							
* Streetlight Costs from COSS	\$ 277,316	\$ 277,316	\$ 277,316	\$ 241,575	\$ 241,575	\$ 241,575	\$ 281,172
* Fire Protection Costs from COSS	\$ 203,445	\$ 203,445	\$ 203,445	\$ 202,624	\$ 202,624	\$ 202,624	\$ 93,759
Wastewater Billing Cost Allocations	\$ 97,729	\$ 92,885	\$ 80,119	\$ 84,625	\$ 85,777	\$ 85,049	\$ 84,621
Surface Water Billing Cost Allocations	\$ 24,866	\$ 24,019	\$ 32,047	\$ 33,538	\$ 32,297	\$ 33,643	\$ 32,525
Total Discounted Services	\$ 603,356	\$ 597,665	\$ 592,927	\$ 562,362	\$ 562,273	\$ 562,891	\$ 492,077
Total MMU PILOT/Allocated Cost Discounts	\$ 1,597,881	\$ 1,605,516	\$ 1,403,506	\$ 1,839,496	\$ 1,890,942	\$ 1,903,240	\$ 1,356,823
Annual Audited Electric Sales Revenue	\$ 37,421,200	\$ 37,421,200	\$ 35,101,047	\$ 37,234,582	\$ 38,853,509	\$ 41,780,183	\$ 47,691,421
	4.27%	4.29%	4.00%	4.94%	4.87%	4.56%	2.85%
City of Marshall Payments							
Streetlight Costs from COSS	\$ 277,316	\$ 277,316	\$ 277,316	\$ 241,575	\$ 241,575	\$ 241,575	\$ 281,172
Fire Protection Costs from COSS	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000	\$ 145,000
Total City of Marshall Payments	\$ 422,316	\$ 422,316	\$ 422,316	\$ 386,575	\$ 386,575	\$ 386,575	\$ 426,172

Note:

# Prior to 2021, this was an Industrial Land Development PILOT Payment based on the Joint Industrial Land Development Agreement with the City of Marshall

\* These costs will be established during the Cost of Service and Rate Design studies resulting in a Rate established for a three year period.

Estimated amounts for 2022 activity Budgeted Revenue for 2021 Projected amounts based on 2021 activity to date Historical amounts Formula-driven cell

Agreement Title: Street Lighting		Agreement Number: 2A.1.4
Date of Adoption:	Updated: November 18, 2019	Effective:
October 20, 2004	_	January 1, 2020
	Reaffirmed: October 25, 2021	

**Subject Matter:** Marshall Municipal Utilities (MMU) will work in partnership with the Marshall City Government to provide street lighting to enhance public safety and improve the aesthetics of the community of Marshall. For purposes of this policy, street lighting includes lights on poles used to light public roadways, public bicycle paths, municipal parking lots and municipal park lands. It does not include lighting used for athletic recreational fields.

#### **Scope of Activity:**

### • Design:

The design selection of the streetlight pole and lamp will be determined by a committee consisting of the City of Marshall's Director of Public Works and Marshall Municipal Utilities (MMU) Electric Operations Manager. They will consider input from the constituency groups that are affected. The committee will take into consideration, budgetary, aesthetic, operations and maintenance costs as they select the street lighting design.

#### • Placement:

The selection of the location or placement of all street lighting facilities will be made by MMU's Electric Operations Manager or his designated electric utility employee. Locations will be selected that comply with the design goals of the Director of Public Works or the Minnesota Department of Transportation if a State Highway.

#### • Ownership:

The streetlights shall be owned by Marshall Municipal Utilities. Their value will be accounted for in the accounting records of MMU.

#### • Decision Making Process:

The responsibility for making decisions regarding construction, repairs, replacement, inventory and timing of the same rests with MMU's Electric Operations Manager. If needed, MMU's Electric Operations Manager will solicit input from the Director of Public Works using prior practices as a template.

#### • Funding:

On a monthly basis, MMU will invoice the City an amount which is calculated based on an annual amount that is mutually agreed upon at the annual partnership meeting between MMU and the City of Marshall. The amount will be based upon the fully allocated costs to furnish the street lighting as determined in the Electric Cost of Service and Rate Design Study updated every 3 years. These expenditures include the cost of electricity, O&M as well as the capital cost of new light purchases. It also covers the cost of electricity for signalization; however, does not include the capital or O&M costs for signalization.

When there may be grant money available for lighting streets and parks, the City of Marshall shall provide the grant writing assistance to attempt to secure said grant funding.

#### **Marshall Municipal Utilities Commission**

#### **City of Marshall**

Chairperson of the Commission

Mayor

Secretary of the Commission

Date:

City Clerk

Date:

### ATTACHMENT A

# Street Lighting Services for City of Marshall Marshall, Minnesota

The fee for providing Street Lighting Services to the City of Marshall is based on the following:

The fully allocated cost per the most recent Electric Cost of Service and Rate Design Study, shared equally (50/50) by the City of Marshall and Marshall Municipal Utilities.

2022 Annual Street Lighting Services funded by the City of Marshall	\$277,316
City of Marshall allocation	x 50%
Fully Allocated Cost (per Electric Cost of Service and Rated Design Study, October 15, 2019)	\$554,631

#### Allocation of System Costs Marshall Municipal Utilities - Electric

		Reside	ntial	C	Commercial			Dem	and Metered					Standby
	Total	Firm	Interr	Firm_	GS2	Interr Heat	Firm_GS3	& GS3.1	Interrupt	ible_GS3.2 8	& GS3.3	Street	Industrial	Rate
ltem	System	GS1	GS1.1	No Credit	1% Credit	GS2.1	No Credit	1% Credit	No Credit	1% Credit	2% Credit	Lighting	GS4	SB4
Summary Allocated Cost Of Service:														
Cost Of Power:														
Energy	15,915,261	1,701,275	36,836	992,609	11,257	10,343	1,423,677	1,913,022	216,795	237,503	201,654	34,546	9,135,743	-
Demand	11,307,909	1,413,770	7,653	960,826	10,896	2,503	1,353,069	1,509,104	48,946	48,638	36,796	-	5,915,707	-
MRES Large Customer Incentive	(1,745,481)		-										(1,745,481)	-
Total Cost Of Power	25,477,689	3,115,045	44,489	1,953,435	22,153	12,846	2,776,746	3,422,127	265,741	286,142	238,451	34,546	13,305,969	-
Cost Of Transmission	3,799,397	470,452	2,547	319,729	3,626	833	450,253	502,176	16,288	16,185	12,244		2,005,064	3,265,043
Total Power Supply Cost	29,277,087	3,585,497	47,035	2,273,164	25,779	13,679	3,226,999	3,924,303	282,029	302,327	250,695	34,546	15,311,033	3,265,043
Operation Expenses	3,508,219	1,163,402	14,543	586,590	3,189	1,812	376,717	332,094	41,684	35,493	27,087	65,283	860,324	606,964
Maintenance Expenses	1,105,636	250,413	3,809	118,836	845	610	146,772	95,045	16,507	11,776	8,433	83,855	368,734	344,865
Depreciation Expenses	3,227,486	622,136	10,061	304,142	2,834	1,984	438,568	344,725	46,503	36,477	26,596	258,609	1,134,850	829,095
Amortization Of Acquisition Adjustment	23,801	4,622	78	2,249	22	16	3,277	2,655	360	290	214	919	9,099	8,489
Taxes & Tax Equivalents	1,115,414	135,306	2,930	79,251	899	826	114,250	153,519	17,398	19,060	16,183	2,749	573,044	737,712
Debt Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Income Deductions	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Revenue Credits:														
Fixed (Investment) Charges	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Other Income	(566,941)	(110,105)	(1,859)	(53,577)	(516)	(378)	(78,058)	(63,231)	(8,579)	(6,920)	(5,091)	(21,894)	(216,735)	(202,210)
Revenue From Late Payments	(54,600)	(33,893)	(330)	(17,549)	(36)	-	(2,218)	(270)	(210)	(60)	(30)	(6)	(0)	(0)
Miscellaneous Service Revenue	(0)	(0)	(0)	(0)	(0)		(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Rent From Electric Property	(429,200)	(88,340)	(1,913)	(41,675)	(473)	· ,	(48,659)	(54,270)	(7,041)	(6,996)	(5,293)	(1,204)	(172,902)	(0)
Other Electric Revenue	(300,000)	(58,262)	(983)	(28,350)	(273)		(41,305)	(33,459)	(4,540)	(3,662)	(2,694)	(11,585)	(114,686)	(107,001)
Total Expenses Before Operating Margin	7,629,814	1,885,279	26,337	949,917	6,491	4,235	909,345	776,809	102,082	85,459	65,405	376,726	2,441,727	2,217,915
Operating Margin	1,050,000	183,150	3,092	89,120	858	629	129,842	105,179	14,271	11,510	8,468	143,359	360,521	491,791
Total Expenses Including Operating Margin	8,679,814	2,068,429	29,428	1,039,037	7,349	4,865	1,039,188	881,988	116,353	96,969	73,873	520,085	2,802,248	2,709,706
Total Revenue Requirement	37,956,901	5,653,926	76,463	3,312,202	33,128	18,544	4,266,187	4,806,291	398,382	399,296	324,568	554,631	18,113,281	5,974,749

Agreement Title: Fire Protection		Agreement Number: 3A.1.3
Date of Adoption:	Updated: November 18, 2019	Effective:
September 28, 2010	Reaffirmed: October 25, 2021	January 1, 2020

### **Subject Matter:**

To enhance Public Safety by partially funding the development and maintenance of a water system designed to enable city wide fire protection.

## **Scope of Activity:**

### Water System Design:

The MMU Water Operations Manager in collaboration with the City of Marshall's Director of Public Works will design and construct water distribution and storage facilities that permit adequate fire flows to meet industry standards. The selection of materials and appurtenances to the water distribution system will be determined by Marshall Municipal Utilities.

### **Ownership and Management:**

The water supply, water mains, storage facilities, and the fire hydrants located on public land and right of ways in the City of Marshall shall be owned, maintained, and replaced as needed by Marshall Municipal Utilities.

### **Funding:**

Currently, every three years, a rate analyst is engaged to perform a Water Cost of Service and Rate Design Study. In the study, the American Water Works Association's (AWWA) accounting guidelines will be applied to establish the annual allocation of costs for fire protection.

For the rate period of 2020 through 2022, the total annual cost allocated to fire protection is \$348,445. The City of Marshall will provide the initial \$145,000 in annual funding and MMU will provide the balance of funds as needed.

Marshall Municipal Utilities Commission	City of Marshall	
Chairperson of the Commission	Mayor	
Secretary of the Commission	City Clerk	
Date:	Date:	

### ATTACHMENT A

## Fire Protection Services for City of Marshall Marshall, Minnesota

The fee for providing Fire Protection Services to the City of Marshall is based on the following:

The fully allocated cost per the most recent Water Cost of Service and Rate Design Study, shared by the City of Marshall and Marshall Municipal Utilities.

2022 Fire Protection Services funded by the City of Marshall	\$145,000
Less: Marshall Municipal Utilities funding	(\$203,445)
Fully Allocated Cost (per Water Cost of Service and Rated Design Study, October 15, 2019)	\$348,445

#### Marshall Municipal Utilities - Water Allocation of Fire Protection Costs

Line	Item	Current Cost of Service Amounts	Allocaton Percentage	Current Allocated Amount
No.	(1)	(2)	(3)	(4)
140.	(+)	(2)	(3)	(-)
1	Annual Expense Allocation to Fire Protection:			
2	Production:			
3	Operation:			
4	Salary - Operating Supervision	56,356	10%	5,636
5	Salary - Water Station Labor	231,385	2%	4,628
6	Station Supplies & Expense	8,065	5%	403
7	Power for Pumping	263,510	2%	5,270
8	Maintenance:			-
9	Water Station Maintenance	100,815	2%	2,016
10	Salary - Water Station Maintenance Labor	68,392	2%	1,368
11	Salary - Maintenance of Wells	16,198	2%	324
12	Salary - Aquifer Monitoring	9,336	2%	187
13	Maintenance of Wells	20,163	2%	403
14	Insurance	26,318	2%	526
15	Employee Welfare	127,222	2%	2,544
16	Distribution:			
17	Salary - Maintenance Supervision	56,468	25%	14,117
18	Salary - Maintenance of Hydrants	20,473	25%	5,118
19	Salary - Water Distribution Maintenance	114,961	25%	28,740
20	Maintenance of Distribution Mains	106,121	25%	26,530
21	Maintenance of Hydrants	5,306	100%	5,306
22	Maintenance of Towers & Tanks	299,000	25%	74,750
23	Equipment & Repair Expense	19,102	5%	955
24	Insurance	41,387	25%	10,347
25	Employee Welfare	101,463	25%	25,366
26	Customer Service & Information:	101,405	23/0	23,300
20	Salary: Office/Customer Records & Collections	108,762	10%	10,876
28	Administrative & General:	100,702	10/0	10,870
20	Salary: Administration	138,921	10%	13,892
30	Insurance	5,837	10%	584
30 31			10%	
	Employees' Welfare	78,965	10%	7,897
32	Total Annual Expense	2,024,526		247,783
33	Annual Capital Cost Allocable to Fire Protection:			
34	Transmission & Distribution Depreciation Expense:			
35	Wells	137,700	2%	2,754
36	Transmission Mains	201,493	10%	20,149
37	Distribution Mains	752,873	10%	75,287
38	Transportation Equipment	30,796	5%	1,540
39	Tools & Work Equipment	18,620	5%	931
40	Total Annual Capital Cost	1,141,482		100,661
	Annual Fire Protection Costs	, , -		348,445
	Present & Proposed Fire Protection Cost Recovery:			
42	City of Marshall			145,000
43 44	Private Parties			145,000
44 45	Total Proposed Rate Revenue			- 145,000
-5				1-0,000
46	Proposed Rate Revenue Over (Under) Cost of Service:			(203,445)

Agreement Title: Wastewater and Surface Water Management Billing and Collections		Agreement Number: 4A.1
		Formerly 2A.1
Date of Adoption:	Updated: September 20, 2010	Effective:
December 6, 2004		January 1, 2011
	Reaffirmed: October 25, 2021	

### **Subject Matter:**

Wastewater and the Surface Water Management (SWM) Utilities are operated and the rates are set by the City of Marshall. Marshall Municipal Utilities facilitates the billing and collection of these fees for the City.

### **Scope of Activity:**

**Merging Utility Bills:** MMU's monthly utility bill will default to include Wastewater and SWM billing when the customer is also a customer of MMU. An MMU customer is defined as someone being billed for any utility services provided by MMU. For SWM customers not purchasing electric, water, wastewater services or other MMU utility services, a monthly SWM utility bill will be generated.

**Billing** - On the 1<sup>st</sup> working day of each month, MMU shall bill the prior months Wastewater and Surface Water Management (SWM) fee as it does the electric and water.

**Collections** – The Wastewater and SWM fee will be due and payable on the same terms as the electric and water utility bills (the  $21^{st}$  day of each month).

**Payment Distribution -** Payment will be applied proportionately to electric, water, wastewater and surface water management charges.

**Penalty** - If payment is not received by the due date, a penalty of 5% shall be incurred on the current billing period. This is consistent with MMU's current policy for other services billed. Any revenue collected in the application of a penalty, is retained by MMU to offset the cost to effect collection of the late payment.

#### **Collection Remedies -**

- If payment is not received by the 21<sup>st</sup>, a past due notice shall be mailed by first class presort mail to the party responsible for the bill.
- If payment is not received by the end of the last business day of the month, a notice of past due utility bill will be mailed to the customer. Electricity may be disconnected on the date as stated on notice of past due utility.
- For SWM customers who receive only a SWM bill for their parcel, any unpaid SWM fees as of September 30<sup>th</sup> each year will be deemed uncollectible and forwarded to the City of Marshall for collection under the collection remedy the City chooses to utilize.

**Deposit** - A customer deposit is required if a customer previously had unpaid balances with MMU for electric, water, wastewater or surface water that were turned over to our collection agency; the unpaid balance and a deposit of \$100.00 will need to be paid in full before services may begin. A customer deposit of \$100.00 will also be required each time a customer is shut off for non-payment, including limiters that are placed on the electric meters. A business will be charged twice the amount of an average monthly billing or \$100.00; whichever is greater. The customer is required to pay in full the outstanding bill, the deposit, and all other costs incurred, before MMU will reconnect service.

Non-Sufficient Funds - Collection fees on all non sufficient fund payments shall follow MMU's policy.

### Change of Accounts -

- MMU shall have the authority to make appropriate changes to existing Wastewater and SWM accounts as requested by property owner. Property owner shall complete the application form.
- The City of Marshall shall be responsible to notify MMU of new additions to the City and or splits/combinations of existing parcels and any other changes to any parcel, including ownership changes for purposes of SWM billing.

#### **Payment Arrangements -**

- MMU shall work with Wastewater and SWM customers on all special payment arrangements as needed and available as with electric and water utility services.
- MMU shall offer multiple payment methods for Wastewater and SWM as with other utility services.
- If requested, all services, including Wastewater and SWM, will be calculated into a monthly budget billing.

### **Funding of Activity:**

**MMU Payment of Wastewater and SWM funds to the City -** Marshall Municipal Utilities will remit customer payments collected for Wastewater and SWM on a monthly basis. In the event there is a billing correction resulting in an overpayment/ underpayment or an amount written off, the adjustment will be reflected and so noted in the monthly payment information to the City.

**Fees for Service:** MMU will invoice and the City of Marshall will pay for MMU to bill and collect Wastewater and SWM service fees on a monthly basis pursuant to this agreement. The amount of the invoice will be based upon 50% of the fully allocated cost (attachment A&B). It is anticipated this amount will change on an annual basis to reflect actual costs incurred by MMU; however, the allocation factors will remain fixed unless both parties mutually agree to a change.

#### **Marshall Municipal Utilities Commission**

Chairperson of the Commission

Secretary of the Commission

City Clerk

Mayor

**City of Marshall** 

Date: \_\_\_\_\_

Date:

# ATTACHMENT A

# Wastewater Billing and Collections Services for City of Marshall Marshall, Minnesota

### Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water

The following costs are based on 2020 actual expenses:

Annual Depreciation of 2019 Water Meter Change-out

Item 9.

	Staff Pos	ition Time spent Collecting	on Billing &			
taff Position	Percentage	Annual Hours	Monthly Hours	WASTEWATER Percentage	Salary	& Benefits
Customer Service Accounts Receivable	90%	1,872	156	20%	\$	15,147
Customer Service Billing Clerk	90%	1,872	156	20%	\$	15,163
Customer Service Supervisor	75%	1,560	130	20%	\$	17,402
Customer Service Manager	50%	1,040	87	20%	\$	14,227
Database Integration Specialist	50%	1,040	87	20%	\$	9,933
Energy Services Coordinator	18%	374	31	20%	\$	4,040
Lead Water Distribution Operator	10%	208	17	20%	\$	2,323
Finance Manager	5%	104	9	20%	\$	1,421
	TOTAL				\$	79,655

Billing/Collection Product Costs	-	Annual Amount	WASTEWATER Percentage	Allo	cated Cost
Fees: (Software, Licensing, Maintenance)	\$	59,245	20%	\$	11,849
Meter Reading, Maintenance, and Capitalization	-	Annual Amount	50/50 Split with Water	Allo	cated Cost
Water Meter Reader Salary (per acct #02-5-590-1-90200~2020)	\$	9,524	50%	\$	4,762
Water Meter Salary Maintenance (per acct #02-5-300-1-59700~2020)	\$	18,958	50%	\$	9,479
Water Meter Maintenance (per acct #02-5-300-2-59700~2020)	\$	14,309	50%	\$	7,155

107.831

50%

\$

General Office Expenses	TOTAL	Annual Amount	Split with Water and Surface Water	\$ A	75,311 llocated Cost
General Office Expenses - Water		\$ 71,605	40%	\$	28,642
TOTAL WASTEWATER PORTION COSTS	:			\$	195,457
2022 WASTEWATER FEE FOR BILLING &	COLLECTIONS	50% oj	f fully allocated costs	\$	97,729

#### Value of monthly billing and collections of Wastewater Services provided to City of Marshall

9/

53,916

# ATTACHMENT B

# Surface Water Management Billing and Collections Services for City of Marshall Marshall, Minnesota

### Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water

The following costs are based on 2020 actual expenses:

	Staff Posi	tion Time spent o Collecting	on Billing &			
Staff Position	Percentage	Annual Hours	Monthly Hours	Surface Water Percentage		alary & Benefits
Customer Service Accounts Receivable	90%	1,872	156	10%	\$	7,574
Customer Service Billing Clerk	90%	1,872	156	10%	\$	7,581
Customer Service Supervisor	75%	1,560	130	10%	\$	8,701
Customer Service Manager	50%	1,040	87	10%	\$	7,113
Database Integration Specialist	50%	1,040	87	10%	\$	4,967
Finance Manager	5%	104	9	10%	\$	71(
	TOTAL				\$	36,640
Billing/Collection Product Costs			Annual Amount	Surface Water Percentage	Alle	ocated Cost
Fees: (Software, Licensing, Maintenance)			\$ 59,245	10%	\$	5,925
General Office Expenses			Annual Amount	Split with Water and Surface Water	Alle	ocated Cost
General Office Expenses - Water			\$ 71,605	10%	\$	7,161
TOTAL SURFACE WATER PORTION COSTS:					\$	49,731

2022 SURFACE WATER FEE FOR BILLING & COLLECTIONS	50% of fully allocated costs	\$ 24,866
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Value of monthly billing and collections of Surface Water Management Services provided to City of Marshall

# Item 9.

**Agreement Title: Professional** 

Secretary of the Commission

**Scope of Activity:** 

attached hereto.

Chairperson of the Commission

Marshall Municipal Utilities Commission

Municipal Utilities to the City of Marshall for said services.

**Subject Matter:** Marshall Municipal Utilities (MMU) requests to utilize the Professional Engineering Services of the City of Marshall for the design, inspection, and contract administration for various watermain and water service projects within the City of Marshall. The City of Marshall currently provides a portion of these services presently for various special assessment projects. Therefore, the City of Marshall and Marshall Municipal Utilities agree to enter into this Agreement.

The purpose of the Agreement is to define the responsibilities of the City as to certain Professional Engineering Services for MMU and to define compensation from Marshall

The responsibilities and compensation are included in Attachment A of this Agreement and are

Reaffirmed: October 25, 2021

**Engineering Services** 5A.1.1 Date of Adoption: January 3, 2006 Updated: December 17, 2013 Effective: January 1, 2014

# **CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES** AGREEMENT

**Agreement Number:** 

Date:

City Clerk

Date: \_\_\_\_\_

**City of Marshall** 

Mayor

## ATTACHMENT A

### Scope of Work for Professional Engineering Services for Marshall Municipal Utilities Marshall, Minnesota

### I. <u>Services to be Provided By the City of Marshall</u>:

Marshall Municipal Utilities (MMU) desires to utilize the Professional Engineering Services of the City of Marshall (City) for watermain project development including Preliminary Planning and Conceptual Design, Design, Construction Inspection, and Post Construction, as outlined herein. The City and MMU will begin each project by completing a Project Authorization form that demonstrates the project has secured necessary commitment from the elected and/or appointed local officials. The Project Authorization form can be signed by the City's and MMU's management staff. Any engineering work accomplished under this agreement prior to the Project Authorization Form being completed requires the approval of MMU's General Manager or Operations Manager It is recognized this will occur from time to time when there are joint development aspects to a project.

### A. Preliminary Planning and Conceptual Design Services -

- 1. Basic Services
  - a. Meet with MMU on a regular basis to determine the project needs for upcoming new and replacement watermain project.
  - b. Provide a conceptual design or project layout for proposed projects.
  - c. Revise the concept as necessary for MMU to confirm the scope of work and implementation schedule.
  - d. Provide budgetary preliminary cost estimates of the concept project.

### B. Design Services -

- 1. Basic Services
  - a. Prepare plans and specifications, contract documents, and detailed estimates for the Construction projects and submit them to MMU and necessary permitting agencies for approval. Make necessary changes to the plans as required.
  - b. Reproduce final plans and specifications for bidding purposes.
  - c. Assist in reviewing bids, tabulation and analyses of bid results, and forward the results to MMU for their approval.

### C. Construction Services -

- 1. Basic Services
  - a. Assist MMU in execution of the Construction Documents.
  - b. Conduct the pre-construction conference.
  - c. Provide construction controls and verification surveys.
  - d. Consult with and advise MMU during construction and act as MMU's representative as provided in the Contract Documents.
  - e. Interpret plans and specifications during construction.
  - f. Review required submittals to determine compliance with Contract Documents.

- g. Construction observation and documentation including digital photography to ensure compliance with the Contract Documents and for providing an adequate construction record or "as-built" record.
- h. Review performance and laboratory test data for compliance with project specifications.
- i. Review required payroll and advise contractors of deficiencies, if any.
- j. Review and make recommendations on requests for partial payments and change orders.
- k. Conduct final inspection and recommend final acceptance and payment.
- D. Post Construction Services -
  - 1. Prepare project record drawings (as builts)
  - 2. Provide any warranty inspections required.

### II. <u>Additional Services</u>:

The following items are not included in the basic services under this Agreement:

- 1. Registered land surveying or right-of-way services, legal descriptions, and related services.
- 2. Environmental Impact Statements.
- 3. Construction Materials Testing.
- 4. Soil Borings and geotechnical recommendations.
- 5. Structural analysis.
- 6. Transmission (trunk line) design/sizing water treatment, or water storage projects.
- 7. Any legal, bonding or administrative costs

### III. <u>Period of Services</u>:

This Agreement commences January 1, 2011 and will renew for subsequent five-year terms unless terminated by either party. Either party may terminate this contract by giving notice of intention to terminate to the other party. Notice to be provided as follows: City of Marshall; Attention City Administrator, 344 West Main Street, Marshall, MN 56258. MMU; Attention General Manager, 113 South 4<sup>th</sup> Street, Marshall, MN 56258. Said notice shall be by Certified Mail, return receipt requested to the address as listed above. Termination and subsequent cancellation of this contract shall be effective 12 months after the date said notice is received by the other party.

### IV. <u>Compensation</u>:

The Basic Services in this agreement will be provided to MMU by the City of Marshall for a base annual fee of \$75,000.

This base fee is based upon current projected MMU needs and is estimated on a minimum amount of \$468,750 of water distribution construction work annually. For purposes of this calculation, it will not matter if the work has been designed with the City Engineer's services or if the City Engineer utilizes the services of a 3<sup>rd</sup> party for purposes of designing the water distribution work.

If the construction cost of watermain and associated items in any calendar year exceeds \$468,750, MMU will be billed the at the rate of 16% for projects that require full engineering services as outlined above. For projects that are mutually agreed upon to need more or less than full engineering services due to their size or complexity, the City Engineer and MMU General Manager may agree to a greater or lesser percentage.

Additional services will be provided by separate agreement and billed separately.

### V. <u>Miscellaneous Provisions</u>:

- 1. Modification. This Agreement may be modified by the parties only by written supplemental Agreement.
- 2. Binding Effect. The terms and conditions as set forth herein are binding upon the parties hereto, their legal representatives, successors and assigns.
- 3. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter of this Agreement. There are no other understandings or agreements.
- 4. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

# City of Marshall & Marshall Municipal Utilities Water Project Authorization/Request Form

In accordance with the Professional Engineering Service Agreement between the City of Marshall (City) and Marshall Municipal Utilities (MMU), it is envisioned that water projects will be initiated for various reasons. The Project Authorization form is intended to serve as a document for the parties which will, to the extent possible, indicate the project scope authorized hereunder.

Project Title:

**Project Description:** 

Is the project part of a larger joint project participant(s)?		•	_(list)
What is the non-water distribution	portion of the joint project?		
Phase 1: Preliminary Planning a	nd Conceptual Design		
Authorization for Water Distribution	on Engineering:		
For MMU:			
Name	Title	Date	

If a joint project with MMU is anticipated for water distribution, then City authorization to proceed with preliminary planning and conceptual design activities for non-water distribution joint work is requested.

Authorization to proceed with preliminary planning and conceptual design for the non-water distribution joint work:

For the City:

Name

Date

#### **Phase 2: Design Services**

If the project moves into the design phase, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Following design, the City Engineer will provide a final *estimate* showing the cost breakdown and item of work by each utility prior to bidding the work. Final *estimate* will be attached to this form by the City Engineer for consideration by MMU.

Following the bidding and award of contract, a *final cost breakdown* will be prepared by the City Engineer which shall be agreed upon by both parties and amended, if necessary, following project completion.

My signature attests that all public processes required by the City and/or MMU have been accomplished and that authorization has been granted by the City Council and/or the Utility Commission to complete the final design and seek bids for this public improvement.

For the City:

Name	Title	Date
For MMU:		
Name	Title	Date

### **Phase 3: Construction Services:**

If the project moves from design to construction, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Both parties stipulate that funding for their respective items of work under the joint project have been approved and will be available for their portion of joint work in a timely manner. Abstract of bids and cost breakdown for the project shall be attached to this document, when available.

My signature attests that all public processes required by the City and /or MMU have been accomplished and that authorization has been granted by the City Council and/ or the MMU Commission to construct the public improvement.

For the City:

Name	Title	Date
For MMU:		
Name	Title	Date
1	(over)	

Agreement Title: Joint Industrial Land Development		Agreement Number: 6A.3
Date of Adoption: November 24, 2020 – City of Marshall December 15, 2020 - MMU	Updated: October 25, 2021	Effective: January 1, 2022

### Subject matter:

The purpose of this agreement is to establish the understanding and conditions agreed upon to terminate the "Joint Industrial Land Development" agreement originally adopted July 18, 2007 between City of Marshall and Marshall Municipal Utilities (MMU).

**Whereas**, the Joint Industrial Land Development agreement between the parties originally dated July 18, 2007 and affirmed annually each year since, has resulted in the City of Marshall acquiring and developing Industrial Land with all necessary infrastructure. The two subdivisions developed by the City of Marshall are more commonly referred to as Sonstegard Addition and Commerce Park. The agreement has served the intended purpose and the parties have terminated the agreement as of January 1, 2021, and

**Whereas**, the Industrial zoned land in Commerce Park is now "shovel-ready" and the City of Marshall/HRA assisted by its Economic Development Authority (EDA) desire to sell the land in strategic parcels for purposes of creating jobs. In the capitalization of the construction of Commerce Park, the City of Marshall secured a BDPI grant in the amount of \$2,000,000. These funds along with \$3,022,750 from MMU and \$3,022,750 from the City of Marshall enabling the work to be accomplished, and

**Whereas**, included in the new agreement MMU is still obligated to the city and the original Joint Industrial Land Development agreement to share in any future buydown of the BDPI grant at a 50/50 cost share, and

**Whereas**, during the design and execution of the multiyear project, the City and MMU agreed to accomplish the task of stormwater retention on the adjoining land now known as the Merit Center Driving Track, and while the City was considering this site for said purpose, they asked MMU if it would be in agreement to accomplish the stormwater retention on the Merit Center land rather than the Commerce Park land. The parties agreed doing so would retain the maximum amount of improved "shovel ready" Industrial land and MMU stipulated they would support the idea in return for lot 2, block 7 in Commerce Park, to be used by MMU for future municipal utilities facilities such as a solar installation or a water treatment plant or both over time. A 50-year \$1.00 option was entered into by the parties and said option was recorded. As the parties work to affect the transfer of ownership of lot 2, block 7, both MMU and the city have discovered that Minnesota Management and Budget office (MMB) has raised questions as to the compliance with state statutes that are associated with the \$2 million dollar grant awarded to the city to develop Commerce Park. Under current statute, MMU and the city would be in violation of State law if it were to proceed with the original agreement to purchase lot 2 block 7, and

**Whereas**, the city and MMU agree that Lot 2 Block 7 should be owned by MMU and will work together to ask for changes in current state statutes that will allow greater flexibility for economic development opportunities. Should the city and MMU succeed in creating greater control over the use of Commerce Park development, MMU asks that Lot 2 Block 7 be sold to MMU for \$1.00 as originally intended in the first Joint Industrial Land Development agreement dated July 18<sup>th</sup>, 2008. If the city and MMU cannot secure the changes needed to sell Lot 2 Block 7 to MMU for \$1.00, MMU reserves the right to purchase Lot 2 Block 7 at the appraised value.

**Now Therefore Be It Resolved**, The City of Marshall as developer and owner of the remaining unsold developed land within the Sonstegard and Commerce Park 2 Subdivisions will:

- 1. Assume all liability for future initial infrastructure costs, including water mains that may be incurred in future phases of work in support of the Sonstegard and Commerce Park lands including any costs expended on the Merit Center Driving Track land related to stormwater improvements.
- 2. Repay the State of Minnesota all or a portion of the BDPI grant funds received if in the City of Marshall's opinion, it becomes necessary in order to remove State of Minnesota imposed restrictions on how the land is marketed and sold.
- 3. Provide MMU lot 2, block 7 in Commerce Park 2, free and clear of any State or Local encumbrances.

Marshall Municipal Utilities, agrees herein:

- 1. MMU commits to a 50% cost share for any buydown of the \$2,000,000 grant from the State Should the city decides if paying back this grant is in the best interest of Marshall.
- 2. To transfer funds to the City of Marshall through the annual Pilot payment for support of the work of the Marshall Economic Development Authority (EDA) within the city limits of Marshall MN. The annual amount of said funds would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by \$.0006 and GS-4 sales by \$.0001 which would yield \$181,581 in the current calculation. The amount will vary slightly year to year.
- 3. To pay \$1.00 or the appraised value for lot 2, block 7 Commerce Park. The dollar amount will be determined by the results of the city's and MMU's efforts in making state statutes more flexible in support of economic development efforts by cities and counties.

#### Marshall Municipal Utilities Commission

**City of Marshall** 

Chairperson of the Commission

Mayor

Secretary of the Commission

Date:

City Clerk

Date:

Agreement Title: Marshall Municipal Utilities Capital Funding Plan		Agreement Number: 7A.1.11
Date of Adoption: November 19, 2008	Updated: October 25, 2021	Effective: January 1, 2022

### **Subject Matter:**

Two local public entities, the City of Marshall and Marshall Municipal Utilities (MMU) have the ability to utilize tax exempt bonding for capital improvements. When these entities determine a need to issue bonds, their preference is to issue bonds within the federally established bank qualified (BQ) limit.

### **Scope of Activity:**

On an annual basis, the City Administrator and the General Manager of MMU coordinate their organization's respective capital funding needs.

The coordination of public improvements requires a joint planning effort between all local public bodies. In cooperation and with joint planning, the City of Marshall and Marshall Municipal Utilities agree to work together on the coordination of their respective capital improvements funded by municipal bonding.

### **Funding:**

During the last quarter of the year, MMU will communicate the subsequent year's utility bonding needs to the Marshall City Council through their City Administrator. Further, Marshall Municipal Utilities agrees to engage the same Financial Advisor and Bond Counsel to streamline the joint planning between bodies. MMU does not anticipate issuing any additional Public Utility revenue bonds during 2022 for "new money" issues.

### Marshall Municipal Utilities Commission

**City of Marshall** 

Chairperson of the Commission

Secretary of the Commission

City Clerk

Mayor

Date: \_\_\_\_\_

Date:\_\_\_\_\_

Agreement Title: Fiber Optic Utilization		Agreement Number: 8A.1.11
Date of Adoption: November 19, 2008	Updated: October 25, 2021	Effective: January 1, 2022

### **Subject Matter:**

Marshall Municipal Utilities (MMU) owns and maintains a fiber optic network as part of its electric utility. Over the years, public entities in Marshall have participated in the planning and funding of the network and have connected their buildings to the network to provide fiber connectivity. This connectivity allows greater efficiency in the planning and utilization of public Information Technology (IT) resources. While MMU owns the network, its joint utilization serves to provide a secure and robust network or Wide Area Network (WAN) within Marshall. Participants include the Lyon County Government, Marshall Public Schools, the City of Marshall and MMU. This agreement acts to do the annual planning between the City of Marshall and MMU for any planned fiber WAN improvements or expansions.

### **Scope of Activity:**

MMU's involvement is carried out in part, pursuant to the Marshall City Charter chapter 13.01, Subd.1. In satisfaction of the provisions of the chapter, MMU herein requests, and the City of Marshall herein grants the authority and ability to own, operate, maintain, replace and enhance the fiber optic facilities. The MMU owned fiber optic facilities can use public rights of way, consistent with Chapter 13.04 Subd 5 of the City Charter.

### **Funding:**

The City of Marshall will provide the capital to expand the fiber system if the expansion is solely for the purposes of serving a City of Marshall function and no joint use is contemplated. When there is a joint use, MMU will provide funding for the non-City portion of the project. MMU's fixed term "Dark Fiber" agreements are also an available funding mechanism the City can utilize. Repair or maintenance work done on fiber used solely by the City will be done by MMU on a time and material basis.

### **Future Cost:**

The City does not need any new fiber infrastructure in 2022.

Marshall Municipal Utilities Commission	City of Marshall
Chairperson of the Commission	Mayor
Secretary of the Commission	City Clerk
Date:	Date:

Agreement Title: Chloride Reduction Coordination		Agreement Number: 10A.1.7
Date of Adoption: December 17, 2013	Updated: October 25, 2021	Effective: January 1, 2022

### **Subject Matter:**

The Minnesota Pollution Control Agency (MPCA) has communicated to Marshall the need to comply with the new water quality-based effluent limit (WQBEL) in Marshall's National Pollutant Discharge Elimination System (NPDES) to the Redwood River. One standard is in regard to the amount of chloride that enters the river.

One of Marshall's primary sources of chloride is salt used in softening the potable (drinking) water supply. Water quality analysis from multiple samples collected over a period from January 2015 to May 2016 have indicated that the Redwood River receives an average of 11,350 pounds per day of chloride discharged from the Marshall Wastewater Treatment Facility (WWTF). Of this amount, residential, commercial and light industrial water softening systems contribute 7,330 pounds per day of chlorides. The City of Marshall's current NPDES permit contains the requirement to attain a chloride (salt) concentration limit of 261 mg/l or less by 2024.

To succeed in reducing the amount of chlorides discharged, it will be necessary for the City of Marshall's wastewater and MMU's water supply to work together in reducing the need for salt-based softening of the community water supply along with reduction in chloride discharge from industrial sources. To this end, the City adopts City Resolution No. 4430, Second Series which outlines its commitment to MMU to support the creation of a softer drinking water, copy attached.

#### **Scope of Activity:**

The City of Marshall pursuant to Resolution 4637, funds their portion of the construction of the Water Softening Enhancement Project. The City stands ready to provide their portion of the capital to construct the improvements up to the limit of \$2,555,953, which sum is inclusive of the design funds previously provided by the City. The City has contributed \$2,449,524 through August 31, 2021. The Water Softening Enhancement Project became operational on June 1, 2021, with a scheduled project completion date of December 31, 2021.

Marshall Municipal Utilities by this agreement resolves to:

To support and share all costs incurred by the city associated with their public educational efforts to reduce chloride discharge from residential water softeners. Accept and Use PSIG grant funding in the amount of \$7,000,000 and provide \$2,029,539 in MMU funding for the construction of said improvement. Current total project costs are estimated to be \$11,585,492.

Marshall Municipal Utilities Commission	City of Marshall	
Chairperson of the Commission	Mayor	
Secretary of the Commission	City Clerk	
Date:	Date:	
-		

# Resolution No. <u>4637</u>, Second Series A Resolution Amending Resolution 4608, Second Series in Support of Chloride Reduction in Water Discharged to the Redwood River

Whereas, the City of Marshall (City) operates a wastewater treatment facility that treats the community's wastewater prior to its discharge into the Redwood River, pursuant to a National Pollutant Discharge Elimination System (NPDES) Permit issued by the Minnesota Pollution Control Agency (MPCA). The City's NPDES permit contains a chloride (salt) limitation that must be achieved by 2024. The City and Marshall Municipal Utilities (MMU) have been in discussion about methods to attain the reduction in chloride (salt) discharged into the Redwood River; and

Whereas, City and MMU have each retained the services of qualified consultants to provide analysis and recommendations regarding the most cost-efficient methods to attain compliance with the required chloride limits as set forth by the MPCA permit. That analysis has included both a review of upgrades to the existing water treatment plant and has also included a review of retrofitting the City's wastewater treatment plant; and

Whereas, the City and MMU desire to coordinate the planning between the community's water utility and its wastewater treatment facility by developing a process to lower the wastewater treatment facility's chloride discharge. Based upon the consultant's analysis, it has been determined that the most significant measure to lower the chloride is to provide softer water from MMU's Water Treatment Plant. To achieve the permit's required result, upgrades to the existing Water Treatment Plant would have to occur at an estimated cost of \$10,606,000 based upon fully designed plans by MMU's water engineering consultant, AE2S. MMU applied for a \$7,000,000 Minnesota Public Facilities Authority Point Source Implementation Grant (PSIG) and has received notice the PSIG funding will be available for upgrades to MMU's Water Treatment Plant, the "project". With the "project" fully designed and with notice of the PSIG grant, the local funding must be put in place; and

Whereas, bids for the "project" were solicited, were reviewed and were opened on July 9, 2019. MMU received bids from two (2) responsible bidders. The estimated "project" costs as set forth above have been replaced by actual bids as received. The low responsible bid exceeded the engineer's estimate and further exceeded the amount as previously approved by Council Resolution No. 4608; and

Whereas, the low responsible bid received for the "project" plus engineering costs contracted to date totaled \$11,104,492. In addition to the bid, it is recommended that a 5% contingency amount be added to "project" costs for a total "project" cost of \$11,585,492; and

Whereas, the total local funding for the "project" is now projected to be 4,585,492 (total project costs 11,585,492 minus PSIG grant 7,000,000.00 = 4,585,492).

Now Therefore Be It Resolved, that the local funding for the "project" is set forth below:

With the local funding for the "project" is projected to be \$4,585,492.00, the City commits to funding 55.74% of the local portion of the "project" costs projected to be \$2,555,953. The remaining local portion of projected funding shall be paid by MMU providing 44.26% of the local portion of funding projected to be \$2,029,539. To the extent the actual "project" costs are different than the projected total of \$11,585,492 the City and MMU will share said differences according to the stated percentages herein; and

Be it Further Resolved, the City hereby:

- 1. Commits to all measures required to attain NPDES Chloride compliance including the measures as outlined in the City's August 3, 2017 report prepared and submitted by their consultant, Bolton & Menk, as set forth below:
  - a. Support Marshall Municipal Utilities further softening of the community water supply quality to 5-8 grains using Lime/Soda Ash Softening to reduce Ion Exchange softening brine discharge.
  - b. Establish chloride surcharge on customers of the City of Marshall wastewater treatment facilities that have an industrial treatment agreement. Remit revenue collected from the surcharge to MMU in support of their further softening.
  - c. If it is determined by MMU to be required, authorize MMU adding chloride surcharge to the monthly utility bill for wastewater (sewer) customers invoiced by MMU. MMU is authorized to collect and retain said revenue. Currently, MMU is not contemplating the need for this type of surcharge.
  - d. Public and Industry education to reduce chlorides at the source.
  - e. Potential incentive program to set all softeners to the most efficient settings.
  - f. Set industrial limits in SIU Agreements.
  - g. Apply for MPCA Variance on chloride limit.
  - h. If all of the above measures have been implemented and chloride limits are not met; the City should, by ordinance, end the practice of Ion Exchange softening, if needed to reach final limit; and

Be it Further Resolved, the City hereby:

Approves the award by the Marshall Municipal Utilities of the "project" contract to the low bidder KHC Construction Company of Marshall, and authorizes the MMU Commission to enter into said contract, and further recognizes and commits to the City portion of local funding in the amount of \$2,555,953.

Upon vote being taken thereon, the following Council Members voted in favor:

and the following voted against the same:

whereupon the resolution was declared passed and adopted this  $\cancel{23}$  day of July, 2019.

Robert J. Byrnes, Mayor

ATTEST: Kyle Box

Its: City Clerk

This Instrument Drafted by: Dennis H. Simpson Marshall City Attorney 109 S. 4<sup>th</sup> Street Marshall, MN 56258

Agreement Title: GIS Coordination		Agreement Number: 11A.3
Date of Adoption: November 7, 2017	Updated: November 3, 2020 Reaffirmed: October 25, 2021	Effective: January 1, 2021

# Subject Matter:

Geographic Information System (GIS) utilization has increasingly been deployed at Marshall Municipal Utilities (MMU) and the City of Marshall for purposes of accurately recording and preserving the record of where the public assets are located. This work is very important for accurate system planning as well as transferring knowledge as one generation retires and another takes its place. MMU has developed robust capabilities in using a software platform named ESRI and the City of Marshall wishes to migrate their current GIS data to the same platform.

# Scope of Activity:

MMU herein offers to support the City of Marshall in deploying the ESRI software for the management of various facility records now maintained by the City such as signage, wastewater, and surface water management. The use of ESRI will enhance the accuracy and functionality of data dealing with location points. MMU will provide the following services:

- A. Human resources to build and maintain the desired data and records related to physical locations in a GIS format.
- B. Software, licenses, and support and hardware located within the MMU/City Network suitable for accomplishing the work.

The City and MMU will provide map information when requested to a shared file for ease of access by staff.

The fee for MMU performing the work for the City will be tracked, and the incremental cost incurred by MMU will be billed to the City. MMU estimates the annual expenses to be approximately \$32,000. This amount will be invoiced to the City on a monthly basis. On an annual basis, during the Joint Partnership Meeting, the costs will be reviewed and agreed upon for the succeeding year.

# Marshall Municipal Utilities Commission

# **City of Marshall**

Chairperson of the Commission

Secretary of the Commission

Date:

Mayor

City Clerk

Date:
# Marshall Municipal Utilities City of Marshall 2022 Shared GIS Budget

			MMU		City	
Area	Product / Purpose	Cost				User
ArcGIS	ESRI Enterprise Licensing	\$ 25,000	\$ 15,000	\$	10,000.00	City (40%), MMU (60%)
	TOTAL	\$ 25,000	\$ 15,000	<b>\$</b>	10,000	

	Budget 2022 - MMU Estimated Staff Time				
		Annual			<b>X</b> T
Area	Product / Purpose	Hours	Rate	City	User
IS	Estimated MMU Staff Hours for:	400.00	\$ 55.00	\$ 22,000	City, MMU
	- GPS Fieldwork Collection				
	- Fieldwork Conversion to GIS				
	- GIS Database Creation				
	- GIS Database Maintenance				
	- Web and Mobile Map Creation				
	- Web an Mobile Map Maintenance				
	TOTAL			\$ 22,000	
			\$ 32,000		

Agreement Title: Radio Frequency (RF) Coordination		Agreement Number: 12A.3
Date of Adoption: November 18, 2019	Updated: October 25, 2021	Effective: January 1, 2022

### **Subject Matter:**

This agreement details the uses of Federal Communication Commission (FCC) regulated Radio Frequency or RF signals used in the transmission and reception of communication for voice and non-voice use in the regular operations of work activity of the employees of the City of Marshall and the Marshall Municipal Utilities (MMU). Generally, RF used by law enforcement is not part of this agreement. FCC also licenses private telecommunication providers who place their equipment for wireless communication on public facilities such as water towers and street light poles which in Marshall are owned by MMU.

The systems and FCC licensees needed to serve this public purpose can be enhanced through good coordination between City and MMU for their use.

### **Scope of Activity:**

### 1. Two-way radio communication:

The FCC license for frequency 158.805 MHz is issued to the City of Marshall and is used by both the MMU employees and the City Public Works employees in the discharge of their duties. Said license renewal has been handled by MMU in the past but is issued to the City of Marshall. Due date for License Renewal 2025.

### 2. GPS base station transmitter:

The City owns a GPS transmitter placed on the City owned High-rise apartment at 202 N. 1<sup>st</sup> St. The FCC license for said transmitter operated at 453.2375 Mhz. As the equipment is owned by the City any FCC licensure activity should be handled by the City. Current FCC License expires November 8, 2025. Public and private users of GPS technology use this base station for documenting and locating geospatial information.

### 3. Private wireless telecommunication providers.

Cell phone service in and around Marshall is provided by the private sector. Agreements between these companies and MMU allow for their equipment to be located upon the MMU owned water towers on Bruce St. and Oak St.

Beginning in 2019, Verizon Wireless started to plan and build "small-cell" equipment on street light poles owned by MMU. Verizon's vision is to one day in the future, use this equipment as a key part of their 5G build-out. They say 5G will support the triple-play of voice-data-entertainment. The current equipment is not 5G. To facilitate the placement of the small cell equipment, MMU has entered into agreements to allow for the orderly placement and operation of said privately owned equipment.

Any revenue received by MMU for use of the Street Light poles will be shared with the City of Marshall. MMU will receive said lease payments and will remit to the City the net revenue after paying for the expenses incurred to lease said street light poles to the companies. The current estimate of net revenue is \$1,000 per pole per year but is expected to change over time. Currently, seven (7) poles are under lease to Verizon Wireless.

### 2022 Costs:

No costs are expected related to this RF agreement in 2022.

### Marshall Municipal Utilities Commission

### **City of Marshall**

Date:\_\_\_\_\_

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

Date: \_\_\_\_\_



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113 S. 4<sup>th</sup> Street Marshall, MN 56258 Telephone: 507-537-7005 www.marshallutilities.com

### Joint Resolution of the City of Marshall and Marshall Municipal Utilities Approving the <u>2021-2022</u> Partnership Agreement

Whereas on Tuesday, November 3, 2020 Monday, October 25, 2021 at 12:00 noon, Mayor Robert Byrnes, City Councilmember John DeCramer, City Administrator, Sharon Hanson, Director of Public Works/City Engineer Jason Anderson, and MMU Commissioners Jeff Haukom Scott Saugstad, Kris Carrow, and Cindy Verschaetse joined by, MMU's General Manager Dave Schelkoph, Customer Service Manager, Leslie Hisken, Finance Manager Kevin Lee, Electric Operations Manager, Steve Johnson Tony Mead and Water Operations Manager, Jeff Larson reviewed the 2021-2022 Partnership Agreement material, and

Whereas, the representative group reviewed and discussed the individual agreements and attachments outlined below. Following discussion, the committee recommends the City Council and the Marshall Municipal Utilities Commission reaffirm the agreements.

Now therefore be it resolved, the individual agreements that comprise the <u>2021–2022</u> Partnership Agreement and their attachments listed below are hereby approved and the Mayor, City Clerk, Chairman of the Commission and Secretary to the Commission are hereby authorized to sign this Joint Agreement and said individual agreements:

1A. <del>2</del> 3	Payment- In-Lieu-Of-Taxes (PILOT)		Modified Agreement and Attachments			
2A.1.4	Street Lighting		Modified Attachment			
3A.1.3	Fire Protection	Modified Attachment				
4A.1	Wastewater & Surface Water Management Billin	ng & Collections	Modified Attachments			
5A.1.1	Professional Engineering Services	-	No Change Modified attachment			
<del>6A.1.5</del>	Joint Industrial Land Development		Modified Agreement			
6A. <u>23</u>	New Agreement Outlining termination of 6A.1.4 Land Development	4 Joint Industrial	New-Modified Agreement			
7A.1. <del>10<u>11</u></del>	MMU Capital Funding Plan		Modified AgreementModified Agreement			
8A.1. <del>10<u>11</u></del>	Fiber Optic Utilization		Modified Agreement			
<u>9A.1.10</u> 9	Telephony Sharing formerly known as Informati	on Technology	DeleteModified Agreement			
<del>A.1.10</del>	SharingTelephone and IT Shared Services		-			
10A.1. <mark>67</mark>	Chloride Reduction Coordination		Modified Agreement			
11A.3	GIS Coordination		Modified Attachment			
12A. <u>23</u>	Radio Frequency (RF) Coordination		-Modified Agreement			
The City Co	ouncil approved this Agreement on	<u>20202021</u> .				
The MMU	Commission approved this Agreement on	2020	2 <u>021</u> .			
Marshall N	Iunicipal Utilities Commission	City of Marshall				
Chairpersor	of the Commission	Mayor				

City Clerk

Date

Agreement Title: Payment-In-Lieu- Of-Taxes (PILOT)		Agreement Number: 1A.23
Date of Adoption:	Updated: <u>November 3,2020</u> November <u>3, 2020 October 25, 2021</u> Reaffirmed:	Effective: January 1, <del>2021<u>2022</u></del>

### Subject Matter:

As a Municipal Utility, Marshall Municipal Utilities (MMU) is exempt from paying property tax. Due to being a tax-exempt entity, MMU will remit a Payment in Lieu of Tax (PILOT) to the City of Marshall.

### **Scope of Activity:**

The purpose of the Agreement is to define the basis of the PILOT payment remitted to the City of Marshall by MMU.

### **PILOT Calculation:**

The annual PILOT calculation is based on the average annual kilowatt hour (kWh) sales using the most recent audited ten (10) years information. The calculation is based on a ten (10)-year average instead of the prior year's kWh sales to allow payment to be less volatile. To calculate the PILOT, an energy rate of \$.0014 is multiplied by the average kWh sales to determine the base amount. In addition, an amount in support of EDA programs and activity will be made annually. That EDA increment would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by \$.0006 and GS-4 sales by \$.0001 which would yield \$184,078181,581 in the current calculation Attachment A and B show the forecasted amounts for the succeeding year.

### **Funding:**

On a monthly basis, MMU will remit one twelfth of the annual PILOT amounts to the City.

Marshall Municipal Utilities Commission	City of Marshall	
Chairperson of the Commission	Mayor	
Secretary of the Commission	City Clerk	
Date:	Date:	

### ATTACHMENT A

## PAYMENT IN LIEU OF TAXES (PILOT) AND ECONOMIC DEVELOPMENT AUTHORITY (EDA) PILOT SUPPORT TO THE CITY OF MARSHALL MARSHALL, MINNESOTA

# 2022 Payment in Lieu of Taxes (PILOT) Calculation

<u>Audit Year</u>	Total <u>kWh Electric Sale</u>		Industrial Customer <u>kWh Electric Sales</u>	All other <u>kWh Electric Sales</u>
2011	614,214,223	5	349,428,800	264,785,425
2012	603,880,683	8	351,260,000	252,620,688
2013	604,240,78.	3	344,190,000	260,050,783
2014	591,425,91	5	334,530,000	256,895,915
2015	587,485,24	0	340,606,000	246,879,240
2016	572,499,41	5	329,056,000	243,443,415
2017	570,043,97	1	333,382,000	236,661,971
2018	573,113,094	4	329,336,000	243,777,094
2019	558,720,58	1	318,542,000	240,178,581
2020	531,120,903	5	306,140,800	224,980,105
Total	5,806,744,81	7	3,336,471,600	2,470,273,217
<u>10 Year Rolling Average kWh</u> <u>Electric Sales (based on audit years</u> 2011 through 2020):	580,674,482	2	333,647,160	247,027,322
Base PILOT Rate Per kWh		\$	0.001400	\$ 0.001400
2022 BASE PILOT	\$ 812,944	<b>4</b> \$	467,106	\$ 345,838
EDA PILOT Support Rate per kWh		\$	0.000100	\$ 0.000600
2022 BASE EDA PILOT Support	\$ 181,58	1 \$	33,365	\$ 148,216
2022 PILOT Payment to City of Marshall	\$ 994,52	5\$	500,471	\$ 494,055

#### ATTACHMENT B

#### MARSHALL MUNICIPAL UTILITES PAYMENTS /ALLOCATED COSTS AND CITY OF MARSHALL PAYMENTS

	Estimated 2022		Projected <u>2021</u>	Historical 2020		Historical <u>2019</u>		Historical <u>2018</u>				Historical <u>2016</u>	
MMU PILOT/Allocated Cost Discounts													
PILOT													
Base	\$	812,944	\$ 823,773	\$	810,579	\$	819,195	\$	828,669	\$	840,349	\$	846,225
EDA Support #	\$	181,581	\$ 184,078	\$	-	\$	457,939	\$	500,000	\$	500,000	\$	18,521
Total PILOT Payments	\$	994,525	\$ 1,007,851	\$	810,579	\$	1,277,134	\$	1,328,669	\$	1,340,349	\$	864,746
Discounted Services													
* Streetlight Costs from COSS	\$	277,316	\$ 277,316	\$	277,316	\$	241,575	\$	241,575	\$	241,575	\$	281,172
* Fire Protection Costs from COSS	\$	203,445	\$ 203,445	\$	203,445	\$	202,624	\$	202,624	\$	202,624	\$	93,759
Wastewater Billing Cost Allocations	\$	97,729	\$ 92,885	\$	80,119	\$	84,625	\$	85,777	\$	85,049	\$	84,621
Surface Water Billing Cost Allocations	\$	24,866	\$ 24,019	\$	32,047	\$	33,538	\$	32,297	\$	33,643	\$	32,525
Total Discounted Services	\$	603,356	\$ 597,665	\$	592,927	\$	562,362	\$	562,273	\$	562,891	\$	492,077
Total MMU PILOT/Allocated Cost Discounts	\$	1,597,881	\$ 1,605,516	\$	1,403,506	\$	1,839,496	\$	1,890,942	\$	1,903,240	\$	1,356,823
Annual Audited Electric Sales Revenue	\$	37,421,200	\$ 37,421,200	\$	35,101,047	\$	37,234,582	\$	38,853,509	\$	41,780,183	\$	47,691,421
		4.27%	4.29%		4.00%		4.94%		4.87%		4.56%		2.85%
City of Marshall Payments													
Streetlight Costs from COSS	\$	277,316	\$ 277,316	\$	277,316	\$	241,575	\$	241,575	\$	241,575	\$	281,172
Fire Protection Costs from COSS	\$	145,000	\$ 145,000	\$	145,000	\$	145,000	\$	145,000	\$	145,000	\$	145,000
Total City of Marshall Payments	\$	422,316	\$ 422,316	\$	422,316	\$	386,575	\$	386,575	\$	386,575	\$	426,172

Note:

# Prior to 2021, this was an Industrial Land Development PILOT Payment based on the Joint Industrial Land Development Agreement with the City of Marshall

\* These costs will be established during the Cost of Service and Rate Design studies resulting in a Rate established for a three year period.

Estimated amounts for 2022 activity Budgeted Revenue for 2021 Projected amounts based on 2021 activity to date Historical amounts Formula-driven cell

Agreement Title: Street Lighting		Agreement Number: 2A.1.4
Date of Adoption:	Updated: November 18, 2019	Effective:
October 20, 2004		<b>January 1, 2020</b>
	Reaffirmed: November 3, 2020	
	<u>October 25, 2021</u>	

**Subject Matter:** Marshall Municipal Utilities (MMU) will work in partnership with the Marshall City Government to provide street lighting to enhance public safety and improve the aesthetics of the community of Marshall. For purposes of this policy, street lighting includes lights on poles used to light public roadways, public bicycle paths, municipal parking lots and municipal park lands. It does not include lighting used for athletic recreational fields.

### **Scope of Activity:**

### • Design:

The design selection of the streetlight pole and lamp will be determined by a committee consisting of the City of Marshall's Director of Public Works and Marshall Municipal Utilities (MMU) Electric Operations Manager. They will consider input from the constituency groups that are affected. The committee will take into consideration, budgetary, aesthetic, operations and maintenance costs as they select the street lighting design.

### • Placement:

The selection of the location or placement of all street lighting facilities will be made by MMU's Electric Operations Manager or his designated electric utility employee. Locations will be selected that comply with the design goals of the Director of Public Works or the Minnesota Department of Transportation if a State Highway.

#### • Ownership:

The streetlights shall be owned by Marshall Municipal Utilities. Their value will be accounted for in the accounting records of MMU.

#### • Decision Making Process:

The responsibility for making decisions regarding construction, repairs, replacement, inventory and timing of the same rests with MMU's Electric Operations Manager. If needed, MMU's Electric Operations Manager will solicit input from the Director of Public Works using prior practices as a template.

#### • Funding:

On a monthly basis, MMU will invoice the City an amount which is calculated based on an annual amount that is mutually agreed upon at the annual partnership meeting between MMU and the City of Marshall. The amount will be based upon the fully allocated costs to furnish the street lighting as determined in the Electric Cost of Service and Rate Design Study updated every 3 years. These expenditures include the cost of electricity, O&M as well as the capital cost of new light purchases. It also covers the cost of electricity for signalization; however, does not include the capital or O&M costs for signalization.

When there may be grant money available for lighting streets and parks, the City of Marshall shall provide the grant writing assistance to attempt to secure said grant funding.

#### Marshall Municipal Utilities Commission

**City of Marshall** 

Chairperson of the Commission

Mayor

Secretary of the Commission

City Clerk

### ATTACHMENT A

### Street Lighting Services for City of Marshall Marshall, Minnesota

The fee for providing Street Lighting Services to the City of Marshall is based on the following:

The fully allocated cost per the most recent Electric Cost of Service and Rate Design Study, shared equally (50/50) by the City of Marshall and Marshall Municipal Utilities.

2022 Annual Street Lighting Services funded by the City of Marshall	\$277,316
City of Marshall allocation	x 50%
Fully Allocated Cost (per Electric Cost of Service and Rated Design Study, October 15, 2019)	\$554,631

#### Allocation of System Costs Marshall Municipal Utilities - Electric

		Reside	ntial	Commercial			Dem	and Metered				Standby		
	Total	Firm	Interr	Firm_	GS2	Interr Heat	Firm_GS3	& GS3.1	Interrupt	ible_GS3.2 8	& GS3.3	Street	Industrial	Rate
ltem	System	GS1	GS1.1	No Credit	1% Credit	GS2.1	No Credit	1% Credit	No Credit	1% Credit	2% Credit	Lighting	GS4	SB4
Summary Allocated Cost Of Service:														
Cost Of Power:														
Energy	15,915,261	1,701,275	36,836	992,609	11,257	10,343	1,423,677	1,913,022	216,795	237,503	201,654	34,546	9,135,743	-
Demand	11,307,909	1,413,770	7,653	960,826	10,896	2,503	1,353,069	1,509,104	48,946	48,638	36,796	-	5,915,707	-
MRES Large Customer Incentive	(1,745,481)		-										(1,745,481)	-
Total Cost Of Power	25,477,689	3,115,045	44,489	1,953,435	22,153	12,846	2,776,746	3,422,127	265,741	286,142	238,451	34,546	13,305,969	-
Cost Of Transmission	3,799,397	470,452	2,547	319,729	3,626	833	450,253	502,176	16,288	16,185	12,244		2,005,064	3,265,043
Total Power Supply Cost	29,277,087	3,585,497	47,035	2,273,164	25,779	13,679	3,226,999	3,924,303	282,029	302,327	250,695	34,546	15,311,033	3,265,043
Operation Expenses	3,508,219	1,163,402	14,543	586,590	3,189	1,812	376,717	332,094	41,684	35,493	27,087	65,283	860,324	606,964
Maintenance Expenses	1,105,636	250,413	3,809	118,836	845	610	146,772	95,045	16,507	11,776	8,433	83,855	368,734	344,865
Depreciation Expenses	3,227,486	622,136	10,061	304,142	2,834	1,984	438,568	344,725	46,503	36,477	26,596	258,609	1,134,850	829,095
Amortization Of Acquisition Adjustment	23,801	4,622	78	2,249	22	16	3,277	2,655	360	290	214	919	9,099	8,489
Taxes & Tax Equivalents	1,115,414	135,306	2,930	79,251	899	826	114,250	153,519	17,398	19,060	16,183	2,749	573,044	737,712
Debt Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Income Deductions	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Revenue Credits:														
Fixed (Investment) Charges	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Other Income	(566,941)	(110,105)	(1,859)	(53,577)	(516)	(378)	(78,058)	(63,231)	(8,579)	(6,920)	(5,091)	(21,894)	(216,735)	(202,210)
Revenue From Late Payments	(54,600)	(33,893)	(330)	(17,549)	(36)	-	(2,218)	(270)	(210)	(60)	(30)	(6)	(0)	(0)
Miscellaneous Service Revenue	(0)	(0)	(0)	(0)	(0)		(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
Rent From Electric Property	(429,200)	(88,340)	(1,913)	(41,675)	(473)	· ,	(48,659)	(54,270)	(7,041)	(6,996)	(5,293)	(1,204)	(172,902)	(0)
Other Electric Revenue	(300,000)	(58,262)	(983)	(28,350)	(273)		(41,305)	(33,459)	(4,540)	(3,662)	(2,694)	(11,585)	(114,686)	(107,001)
Total Expenses Before Operating Margin	7,629,814	1,885,279	26,337	949,917	6,491	4,235	909,345	776,809	102,082	85,459	65,405	376,726	2,441,727	2,217,915
Operating Margin	1,050,000	183,150	3,092	89,120	858	629	129,842	105,179	14,271	11,510	8,468	143,359	360,521	491,791
Total Expenses Including Operating Margin	8,679,814	2,068,429	29,428	1,039,037	7,349	4,865	1,039,188	881,988	116,353	96,969	73,873	520,085	2,802,248	2,709,706
Total Revenue Requirement	37,956,901	5,653,926	76,463	3,312,202	33,128	18,544	4,266,187	4,806,291	398,382	399,296	324,568	554,631	18,113,281	5,974,749

Agreement Title: Fire Protection		Agreement Number: 3A.1.3
Date of Adoption: September 28, 2010	Updated: November 18, 2019 Reaffirmed: November 3, 2020 October 25, 2021	Effective: January 1, 2020

### **Subject Matter:**

To enhance Public Safety by partially funding the development and maintenance of a water system designed to enable city wide fire protection.

### **Scope of Activity:**

### Water System Design:

The MMU Water Operations Manager in collaboration with the City of Marshall's Director of Public Works will design and construct water distribution and storage facilities that permit adequate fire flows to meet industry standards. The selection of materials and appurtenances to the water distribution system will be determined by Marshall Municipal Utilities.

### **Ownership and Management:**

The water supply, water mains, storage facilities, and the fire hydrants located on public land and right of ways in the City of Marshall shall be owned, maintained, and replaced as needed by Marshall Municipal Utilities.

### **Funding:**

Currently, every three years, a rate analyst is engaged to perform a Water Cost of Service and Rate Design Study. In the study, the American Water Works Association's (AWWA) accounting guidelines will be applied to establish the annual allocation of costs for fire protection.

For the rate period of 2020 through 2022, the total annual cost allocated to fire protection is \$348,445. The City of Marshall will provide the initial \$145,000 in annual funding and MMU will provide the balance of funds as needed.

Marshall Municipal Utilities Commission	City of Marshall	
Chairperson of the Commission	Mayor	
Secretary of the Commission	City Clerk	
Date:	Date:	

### ATTACHMENT A

### Fire Protection Services for City of Marshall Marshall, Minnesota

The fee for providing Fire Protection Services to the City of Marshall is based on the following:

The fully allocated cost per the most recent Water Cost of Service and Rate Design Study, shared by the City of Marshall and Marshall Municipal Utilities.

2022 Fire Protection Services funded by the City of Marshall	\$145,000
Less: Marshall Municipal Utilities funding	(\$203,445)
Fully Allocated Cost (per Water Cost of Service and Rated Design Study, October 15, 2019)	\$348,445

#### Marshall Municipal Utilities - Water Allocation of Fire Protection Costs

Line	Item	Current Cost of Service Amounts	Allocaton Percentage	Current Allocated Amount
No.	(1)	(2)	(3)	(4)
140.	(+)	(2)	(3)	(-)
1	Annual Expense Allocation to Fire Protection:			
2	Production:			
3	Operation:			
4	Salary - Operating Supervision	56,356	10%	5,636
5	Salary - Water Station Labor	231,385	2%	4,628
6	Station Supplies & Expense	8,065	5%	403
7	Power for Pumping	263,510	2%	5,270
8	Maintenance:			-
9	Water Station Maintenance	100,815	2%	2,016
10	Salary - Water Station Maintenance Labor	68,392	2%	1,368
11	Salary - Maintenance of Wells	16,198	2%	324
12	Salary - Aquifer Monitoring	9,336	2%	187
13	Maintenance of Wells	20,163	2%	403
14	Insurance	26,318	2%	526
15	Employee Welfare	127,222	2%	2,544
16	Distribution:			
17	Salary - Maintenance Supervision	56,468	25%	14,117
18	Salary - Maintenance of Hydrants	20,473	25%	5,118
19	Salary - Water Distribution Maintenance	114,961	25%	28,740
20	Maintenance of Distribution Mains	106,121	25%	26,530
21	Maintenance of Hydrants	5,306	100%	5,306
22	Maintenance of Towers & Tanks	299,000	25%	74,750
23	Equipment & Repair Expense	19,102	5%	955
24	Insurance	41,387	25%	10,347
25	Employee Welfare	101,463	25%	25,366
26	Customer Service & Information:	101,405	23/0	23,300
20	Salary: Office/Customer Records & Collections	108,762	10%	10,876
28	Administrative & General:	100,702	10/0	10,870
20	Salary: Administration	138,921	10%	13,892
30	Insurance	5,837	10%	584
30 31			10%	
	Employees' Welfare	78,965	10%	7,897
32	Total Annual Expense	2,024,526		247,783
33	Annual Capital Cost Allocable to Fire Protection:			
34	Transmission & Distribution Depreciation Expense:			
35	Wells	137,700	2%	2,754
36	Transmission Mains	201,493	10%	20,149
37	Distribution Mains	752,873	10%	75,287
38	Transportation Equipment	30,796	5%	1,540
39	Tools & Work Equipment	18,620	5%	931
40	Total Annual Capital Cost	1,141,482		100,661
	Annual Fire Protection Costs	, , -		348,445
	Present & Proposed Fire Protection Cost Recovery:			
42	City of Marshall			145,000
43 44	Private Parties			145,000
44 45	Total Proposed Rate Revenue			- 145,000
-5				1-0,000
46	Proposed Rate Revenue Over (Under) Cost of Service:			(203,445)

Agreement Title: Wastewater and Surface Water Management Billing and Collections		Agreement Number: 4A.1
		Formerly 2A.1
Date of Adoption:	Updated: September 20, 2010	Effective:
December 6, 2004		January 1, 2011
	Reaffirmed: November 3, 2020	
	<u>October 25, 2021</u>	

### **Subject Matter:**

Wastewater and the Surface Water Management (SWM) Utilities are operated and the rates are set by the City of Marshall. Marshall Municipal Utilities facilitates the billing and collection of these fees for the City.

### **Scope of Activity:**

**Merging Utility Bills:** MMU's monthly utility bill will default to include Wastewater and SWM billing when the customer is also a customer of MMU. An MMU customer is defined as someone being billed for any utility services provided by MMU. For SWM customers not purchasing electric, water, wastewater services or other MMU utility services, a monthly SWM utility bill will be generated.

**Billing -** On the 1<sup>st</sup> working day of each month, MMU shall bill the prior months Wastewater and Surface Water Management (SWM) fee as it does the electric and water.

**Collections** – The Wastewater and SWM fee will be due and payable on the same terms as the electric and water utility bills (the  $21^{st}$  day of each month).

**Payment Distribution -** Payment will be applied proportionately to electric, water, wastewater and surface water management charges.

**Penalty** - If payment is not received by the due date, a penalty of 5% shall be incurred on the current billing period. This is consistent with MMU's current policy for other services billed. Any revenue collected in the application of a penalty, is retained by MMU to offset the cost to effect collection of the late payment.

### **Collection Remedies -**

- If payment is not received by the 21<sup>st</sup>, a past due notice shall be mailed by first class presort mail to the party responsible for the bill.
- If payment is not received by the end of the last business day of the month, a notice of past due utility bill will be mailed to the customer. Electricity may be disconnected on the date as stated on notice of past due utility.
- For SWM customers who receive only a SWM bill for their parcel, any unpaid SWM fees as of September 30<sup>th</sup> each year will be deemed uncollectible and forwarded to the City of Marshall for collection under the collection remedy the City chooses to utilize.

**Deposit** - A customer deposit is required if a customer previously had unpaid balances with MMU for electric, water, wastewater or surface water that were turned over to our collection agency; the unpaid balance and a deposit of \$100.00 will need to be paid in full before services may begin. A customer deposit of \$100.00 will also be required each time a customer is shut off for non-payment, including limiters that are placed on the electric meters. A business will be charged twice the amount of an average monthly billing or \$100.00; whichever is greater. The customer is required to pay in full the outstanding bill, the deposit, and all other costs incurred, before MMU will reconnect service.

Non-Sufficient Funds - Collection fees on all non sufficient fund payments shall follow MMU's policy.

### Change of Accounts -

- MMU shall have the authority to make appropriate changes to existing Wastewater and SWM accounts as requested by property owner. Property owner shall complete the application form.
- The City of Marshall shall be responsible to notify MMU of new additions to the City and or splits/combinations of existing parcels and any other changes to any parcel, including ownership changes for purposes of SWM billing.

### **Payment Arrangements -**

- MMU shall work with Wastewater and SWM customers on all special payment arrangements as needed and available as with electric and water utility services.
- MMU shall offer multiple payment methods for Wastewater and SWM as with other utility services.
- If requested, all services, including Wastewater and SWM, will be calculated into a monthly budget billing.

### **Funding of Activity:**

**MMU Payment of Wastewater and SWM funds to the City -** Marshall Municipal Utilities will remit customer payments collected for Wastewater and SWM on a monthly basis. In the event there is a billing correction resulting in an overpayment/ underpayment or an amount written off, the adjustment will be reflected and so noted in the monthly payment information to the City.

**Fees for Service:** MMU will invoice and the City of Marshall will pay for MMU to bill and collect Wastewater and SWM service fees on a monthly basis pursuant to this agreement. The amount of the invoice will be based upon 50% of the fully allocated cost (attachment A&B). It is anticipated this amount will change on an annual basis to reflect actual costs incurred by MMU; however, the allocation factors will remain fixed unless both parties mutually agree to a change.

Marshall Municipal Utilities Commission	City of Marshall
Chairperson of the Commission	Mayor
Secretary of the Commission	City Clerk
Date:	Date:

# ATTACHMENT A

# Wastewater Billing and Collections Services for City of Marshall Marshall, Minnesota

### Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water

The following costs are based on 2020 actual expenses:

	Staff Pos	Staff Position Time spent on Billing & Collecting				
taff Position	Percentage	Annual Hours	Monthly Hours	WASTEWATER Percentage	Salary	& Benefits
Customer Service Accounts Receivable	90%	1,872	156	20%	\$	15,147
Customer Service Billing Clerk	90%	1,872	156	20%	\$	15,163
Customer Service Supervisor	75%	1,560	130	20%	\$	17,402
Customer Service Manager	50%	1,040	87	20%	\$	14,227
Database Integration Specialist	50%	1,040	87	20%	\$	9,933
Energy Services Coordinator	18%	374	31	20%	\$	4,040
Lead Water Distribution Operator	10%	208	17	20%	\$	2,323
Finance Manager	5%	104	9	20%	\$	1,421
	TOTAL				\$	79,655

Billing/Collection Product Costs	Annual Amount	WASTEWATER Percentage	Allo	cated Cost
Fees: (Software, Licensing, Maintenance)	\$ 59,245	20%	\$	11,849
Meter Reading, Maintenance, and Capitalization	Annual Amount	50/50 Split with Water	Allo	cated Cost
Water Meter Reader Salary (per acct #02-5-590-1-90200~2020)	\$ 9,524	50%	\$	4,762
Water Meter Salary Maintenance (per acct #02-5-300-1-59700~2020)	\$ 18,958	50%	\$	9,479
Water Meter Maintenance (per acct #02-5-300-2-59700~2020)	\$ 14,309	50%	\$	7,155
Annual Depreciation of 2019 Water Meter Change-out	\$ 107,831	50%	\$	53,916

General Office Expenses			Annual Amount	Split with Water and Surface Water		llocated Cost
General Office Expenses - Water		\$	71,605	40%	\$	28,642
TOTAL WASTEWATER PORTION COSTS:					\$	195,457
2022 WASTEWATER FEE FOR BILLING & COI	LLECTIONS		50% of	fully allocated costs	2	07 720

TOTAL

#### Value of monthly billing and collections of Wastewater Services provided to City of Marshall

Item 9.

9/

75,311

\$

# ATTACHMENT B

# Surface Water Management Billing and Collections Services for City of Marshall Marshall, Minnesota

### Allocation of billing/collection costs: 50% Electric, 20% Water, 20% Wastewater, 10% Surface Water

The following costs are based on 2020 actual expenses:

	Staff Posi	tion Time spent o Collecting	on Billing &			
Staff Position	Percentage	Annual Hours	Monthly Hours	Surface Water Percentage		alary & Benefits
Customer Service Accounts Receivable	90%	1,872	156	10%	\$	7,574
Customer Service Billing Clerk	90%	1,872	156	10%	\$	7,58
Customer Service Supervisor	75%	1,560	130	10%	\$	8,70
Customer Service Manager	50%	1,040	87	10%	\$	7,11
Database Integration Specialist	50%	1,040	87	10%	\$	4,96
Finance Manager	5%	104	9	10%	\$	71
	TOTAL				\$	36,64
Billing/Collection Product Costs			Annual Amount	Surface Water Percentage	Alle	ocated Cost
Fees: (Software, Licensing, Maintenance)			\$ 59,245	10%	\$	5,92
General Office Expenses			Annual Amount	Split with Water and Surface Water	Alle	ocated Cost
General Office Expenses - Water			\$ 71,605	10%	\$	7,16
TOTAL SURFACE WATER PORTION COSTS:					\$	49,731

2022 SURFACE WATER FEE FOR BILLING & COLLECTIONS	50% of fully allocated costs	\$ 24,866
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Value of monthly billing and collections of Surface Water Management Services provided to City of Marshall

Agreement Title: Professional Engineering Services		Agreement Number: 5A.1.1
Date of Adoption: January 3, 2006	Updated: December 17, 2013	Effective: January 1, 2014
	Reaffirmed: November 3, 2020 October 25, 2021	

#### **Subject Matter:**

Marshall Municipal Utilities (MMU) requests to utilize the Professional Engineering Services of the City of Marshall for the design, inspection, and contract administration for various watermain and water service projects within the City of Marshall. The City of Marshall currently provides a portion of these services presently for various special assessment projects. Therefore, the City of Marshall and Marshall Municipal Utilities agree to enter into this Agreement.

#### **Scope of Activity:**

The purpose of the Agreement is to define the responsibilities of the City as to certain Professional Engineering Services for MMU and to define compensation from Marshall Municipal Utilities to the City of Marshall for said services.

The responsibilities and compensation are included in Attachment A of this Agreement and are attached hereto.

#### Marshall Municipal Utilities Commission

City of Marshall

Chairperson of the Commission

Mayor

Date:

City Clerk

Secretary of the Commission

Date:

#### ATTACHMENT A

#### Scope of Work for Professional Engineering Services for Marshall Municipal Utilities Marshall, Minnesota

#### I. Services to be Provided By the City of Marshall:

Marshall Municipal Utilities (MMU) desires to utilize the Professional Engineering Services of the City of Marshall (City) for watermain project development including Preliminary Planning and Conceptual Design, Design, Construction Inspection, and Post Construction, as outlined herein. The City and MMU will begin each project by completing a Project Authorization form that demonstrates the project has secured necessary commitment from the elected and/or appointed local officials. The Project Authorization form can be signed by the City's and MMU's management staff. Any engineering work accomplished under this agreement prior to the Project Authorization Form being completed requires the approval of MMU's General Manager or Operations Manager It is recognized this will occur from time to time when there are joint development aspects to a project.

#### A. Preliminary Planning and Conceptual Design Services -

- 1. Basic Services
  - a. Meet with MMU on a regular basis to determine the project needs for upcoming new and replacement watermain project.
  - b. Provide a conceptual design or project layout for proposed projects.
  - Revise the concept as necessary for MMU to confirm the scope of work and implementation schedule.
  - d. Provide budgetary preliminary cost estimates of the concept project.
- B. Design Services -
  - 1. Basic Services
    - a. Prepare plans and specifications, contract documents, and detailed estimates for the Construction projects and submit them to MMU and necessary permitting agencies for approval. Make necessary changes to the plans as required.
    - b. Reproduce final plans and specifications for bidding purposes.
    - c. Assist in reviewing bids, tabulation and analyses of bid results, and forward the results to MMU for their approval.
- C. Construction Services -
  - 1. Basic Services
    - a. Assist MMU in execution of the Construction Documents.
    - b. Conduct the pre-construction conference.
    - c. Provide construction controls and verification surveys.
    - d. Consult with and advise MMU during construction and act as MMU's representative as provided in the Contract Documents.
    - e. Interpret plans and specifications during construction.
    - f. Review required submittals to determine compliance with Contract Documents.

Attachment A - Page 1 of 3

- g. Construction observation and documentation including digital photography to ensure compliance with the Contract Documents and for providing an adequate construction record or "as-built" record.
- h. Review performance and laboratory test data for compliance with project specifications.
- i. Review required payroll and advise contractors of deficiencies, if any.
- j. Review and make recommendations on requests for partial payments and change orders.
- k. Conduct final inspection and recommend final acceptance and payment.

#### D. Post Construction Services -

- 1. Prepare project record drawings (as builts)
- 2. Provide any warranty inspections required.

#### II. Additional Services:

The following items are not included in the basic services under this Agreement:

- 1. Registered land surveying or right-of-way services, legal descriptions, and related services.
- 2. Environmental Impact Statements.
- 3. Construction Materials Testing.
- 4. Soil Borings and geotechnical recommendations.
- 5. Structural analysis.
- 6. Transmission (trunk line) design/sizing water treatment, or water storage projects.
- 7. Any legal, bonding or administrative costs

#### III. <u>Period of Services</u>:

This Agreement commences January 1, 2011 and will renew for subsequent five-year terms unless terminated by either party. Either party may terminate this contract by giving notice of intention to terminate to the other party. Notice to be provided as follows: City of Marshall; Attention City Administrator, 344 West Main Street, Marshall, MN 56258. MMU; Attention General Manager, 113 South 4<sup>th</sup> Street, Marshall, MN 56258. Said notice shall be by Certified Mail, return receipt requested to the address as listed above. Termination and subsequent cancellation of this contract shall be effective 12 months after the date said notice is received by the other party.

#### IV. Compensation:

The Basic Services in this agreement will be provided to MMU by the City of Marshall for a base annual fee of  $\frac{65,000,75,000}{5,000}$ .

This base fee is based upon current projected MMU needs and is estimated on a minimum amount of  $\$406,250\_468,750$  of water distribution construction work annually. For purposes of this calculation, it will not matter if the work has been designed with the City Engineer's services or if the City Engineer utilizes the services of a 3<sup>rd</sup> party for purposes of designing the water distribution work.

If the construction cost of watermain and associated items in any calendar year exceeds \$406,250 468,750, MMU will be billed the at the rate of 16% for projects that require full engineering services as outlined above. For projects that are mutually agreed upon to need more or less than full engineering services due to their size or complexity, the City Engineer and MMU General Manager may agree to a greater or lesser percentage.

Additional services will be provided by separate agreement and billed separately.

Attachment A - Page 2 of 3

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#### V. <u>Miscellaneous Provisions</u>:

- 1. Modification. This Agreement may be modified by the parties only by written supplemental Agreement.
- 2. Binding Effect. The terms and conditions as set forth herein are binding upon the parties hereto, their legal representatives, successors and assigns.
- 3. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter of this Agreement. There are no other understandings or agreements.
- 4. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

Attachment A - Page 3 of 3

# City of Marshall & Marshall Municipal Utilities Water Project Authorization/Request Form

In accordance with the Professional Engineering Service Agreement between the City of Marshall (City) and Marshall Municipal Utilities (MMU), it is envisioned that water projects will be initiated for various reasons. The Project Authorization form is intended to serve as a document for the parties which will, to the extent possible, indicate the project scope authorized hereunder.

Project Title:

Project Description:

	joint project? Yes or No (circle one).	•	_ (list)
What is the non-water distribution	ution portion of the joint project?		
Phase 1: Preliminary Plann	ing and Conceptual Design		
Authorization for Water Distr	ribution Engineering:		
For MMU:			

Authorization to proceed with preliminary planning and conceptual design for the non-water distribution joint work:

For the City:

Name

Title

Date

### **Phase 2: Design Services**

If the project moves into the design phase, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Following design, the City Engineer will provide a final *estimate* showing the cost breakdown and item of work by each utility prior to bidding the work. Final *estimate* will be attached to this form by the City Engineer for consideration by MMU.

Following the bidding and award of contract, a *final cost breakdown* will be prepared by the City Engineer which shall be agreed upon by both parties and amended, if necessary, following project completion.

My signature attests that all public processes required by the City and/or MMU have been accomplished and that authorization has been granted by the City Council and/or the Utility Commission to complete the final design and seek bids for this public improvement.

For the City:

Name	Title	Date
For MMU:		
Name	Title	Date

### Phase 3: Construction Services:

If the project moves from design to construction, both parties stipulate they will continue to proceed as envisioned in the Professional Engineering Agreement and as outlined. Both parties stipulate that funding for their respective items of work under the joint project have been approved and will be available for their portion of joint work in a timely manner. Abstract of bids and cost breakdown for the project shall be attached to this document, when available.

My signature attests that all public processes required by the City and /or MMU have been accomplished and that authorization has been granted by the City Council and/ or the MMU Commission to construct the public improvement.

For the City:

Name	Title	Date
For MMU:		
Name	Title	Date
1	(over)	

Agreement Title: Joint Industrial Land Development — <del>New Agreement</del> Outlining Termination of 6A.1.4		Agreement Number: 6A.2 <u>3</u>
Date of Adoption: November 24, 2020 – City of Marshall December 15, 2020 - MMU	Updated: October 25, 2021	Effective: January 1, <del>2021</del> 2022

#### Subject matter:

The purpose of this agreement is to establish the understanding and conditions agreed upon to terminate the "Joint Industrial Land Development" agreement originally adopted July 18, 2007 between City of Marshall and Marshall Municipal Utilities (MMU).

**Whereas**, the Joint Industrial Land Development agreement between the parties originally dated July 18, 2007 and affirmed annually each year since, has resulted in the City of Marshall acquiring and developing Industrial Land with all necessary infrastructure. The two subdivisions developed by the City of Marshall are more commonly referred to as Sonstegard Addition and Commerce Park. The agreement has served the intended purpose and the parties <u>have now desire to</u> terminated the agreement as of January 1, 2021, and

**Whereas**, the Industrial zoned land in Commerce Park is now "shovel-ready" and the City of Marshall/HRA assisted by its Economic Development Authority (EDA) desire to sell the land in strategic parcels for purposes of creating jobs. In the capitalization of the construction of Commerce Park, the City of Marshall secured a BDPI grant in the amount of \$2,000,000. These funds along with \$3,022,750 from MMU and \$3,022,750 from the City of Marshall enabling the work to be accomplished, and

**Whereas**, included in the new agreement MMU is still obligated to the city and the original Joint Industrial Land Development agreement to share in any future buydown of the BDPI grant at a 50/50 cost share, and

Whereas, during the design and execution of the multiyear project, the City and MMU agreed to accomplish the task of stormwater retention on the adjoining land now known as the Merit Center Driving Track, and while the City was considering this site for said purpose, they asked MMU if it would be in agreement to accomplish the stormwater retention on the Merit Center land rather than the Commerce Park land. The parties agreed doing so would retain the maximum amount of improved "shovel ready" Industrial land and MMU stipulated they would support the idea in return for lot 2, block 7 in Commerce Park, to be used by MMU for future municipal utilities facilities such as a solar installation or a water treatment plant or both over time. A 50-year \$1.00 option was entered into by the parties and said option was recorded. As the parties work to affect the transfer of ownership of lot 2, block 7, both MMU and the city have discovered that Minnesota Management and Budget office (MMB) has raised questions as to the compliance with state statutes that are associated with the \$2 million dollar grant awarded to the city to develop Commerce Park. Under current statute, MMU and the city would be in violation of State law if it were to proceed with the original agreement to purchase lot 2 block 7, and

Whereas, the city and MMU agree that Lot 2 Block 7 should be owned by MMU and will work together to ask for changes in current state statutes that will allow greater flexibility for economic development opportunities. Should the city and MMU succeed in creating greater control over the use <u>of Commerceof</u> <u>Commerceof</u> Park development, MMU asks that Lot 2 Block 7 be sold to MMU for \$1.00 as originally intended in the first Joint Industrial Land Development agreement dated July 18<sup>th</sup>, 2008. If the city and

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MMU cannot secure the changes needed to sell Lot 2 Block 7 to MMU for \$1.00, MMU reserves the right to purchase Lot 2 Block 7 at the appraised value.

**Now Therefore Be It Resolved**, The City of Marshall as developer and owner of the remaining unsold developed land within the Sonstegard and Commerce Park 2 Subdivisions will:

- Assume all liability for future initial infrastructure costs, including water mains that may be incurred in future phases of work in support of the Sonstegard and Commerce Park lands including any costs expended on the Merit Center Driving Track land related to stormwater improvements.
- Repay the State of Minnesota all or a portion of the BDPI grant funds received if in the City of Marshall's opinion, it becomes necessary in order to remove State of Minnesota imposed restrictions on how the land is marketed and sold.
- 3. Provide MMU lot 2, block 7 in Commerce Park 2, free and clear of any State or Local encumbrances.

Marshall Municipal Utilities, agrees herein:

- 1. MMU commits to a 50% cost share for any buydown of the \$2,000,000 grant from the State Should the city decides if paying back this grant is in the best interest of Marshall.
- To transfer funds to the City of Marshall through the annual Pilot payment for support of the work of the Marshall Economic Development Authority (EDA) within the city limits of Marshall MN. The annual amount of said funds would be the result of multiplying the 10-year average energy sales (excluding GS-4 sales) by \$.0006 and GS-4 sales by \$.0001 which would yield \$184,078181,581 in the current calculation. The amount will vary slightly year to year.
- 3. To pay \$1.00 or the appraised value for lot 2, block 7 Commerce Park. The dollar amount will be determined by the results of the city's and MMU's efforts in making state statutes more flexible in support of economic development efforts by cities and counties.

**Be It Further Resolved**, the parties as witnessed by their respective signatures below, agree that the 2007 Joint Industrial Development Agreement as amended and affirmed from time to time, will in its entirety terminate January 1, 2021.

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Marshall Municipal Utilities Commission	City of Marshall	
Chairperson of the Commission	Mayor	
Secretary of the Commission	City Clerk	
Date:	Date:	

Effective: January 1, <del>2021</del> 2022
ed: November 3, 2020 er 25, 2021

### **Subject Matter:**

Two local public entities, the City of Marshall and Marshall Municipal Utilities (MMU) have the ability to utilize tax exempt bonding for capital improvements. When these entities determine a need to issue bonds, their preference is to issue bonds within the federally established bank qualified (BQ) limit.

### **Scope of Activity:**

On an annual basis, the City Administrator and the General Manager of MMU coordinate their organization's respective capital funding needs.

The coordination of public improvements requires a joint planning effort between all local public bodies. In cooperation and with joint planning, the City of Marshall and Marshall Municipal Utilities agree to work together on the coordination of their respective capital improvements funded by municipal bonding.

### **Funding:**

During the last quarter of the year, MMU will communicate the subsequent year's utility bonding needs to the Marshall City Council through their City Administrator. Further, Marshall Municipal Utilities agrees to engage the same Financial Advisor and Bond Counsel to streamline the joint planning between bodies. MMU does not anticipate issuing any additional Public Utility revenue bonds during 20242 for "new money" issues.

### Marshall Municipal Utilities Commission

### **City of Marshall**

Chairperson of the Commission

Secretary of the Commission

City Clerk

Mavor

Date: \_\_\_\_\_

Date:

Agreement Title: Fiber Optic Utilization		Agreement Number: 8A.1. <del>10<u>11</u></del>
Date of Adoption:	Updated: November 3, 2020	Effective: January 1, 20212022
November 19, 2008	<u>October 25, 2021</u>	

#### Subject Matter:

Marshall Municipal Utilities (MMU) owns and maintains a fiber optic network as part of its electric utility. Over the years, public entities in Marshall have participated in the planning and funding of the network and have connected their buildings to the network to provide fiber connectivity. This connectivity allows greater efficiency in the planning and utilization of public Information Technology (IT) resources. While MMU owns the network, its joint utilization serves to provide a secure and robust network or Wide Area Network (WAN) within Marshall. Participants include the Lyon County Government, Marshall Public Schools, the City of Marshall and MMU. This agreement acts to do the annual planning between the City of Marshall and MMU for any planned fiber WAN improvements or expansions.

#### Scope of Activity:

MMU's involvement is carried out in part, pursuant to the Marshall City Charter chapter 13.01, Subd.1. In satisfaction of the provisions of the chapter, MMU herein requests, and the City of Marshall herein grants the authority and ability to own, operate, maintain, replace and enhance the fiber optic facilities. The MMU owned fiber optic facilities can use public rights of way, consistent with Chapter 13.04 Subd 5 of the City Charter.

#### Funding:

The City of Marshall will provide the capital to expand the fiber system, if the expansion is solely for the purposes of serving a City of Marshall function and no joint use is contemplated. When there is a joint use, MMU will provide funding for the non-City portion of the project. MMU's fixed term "Dark Fiber" agreements are also an available funding mechanism the City can utilize. Repair or maintenance work done on fiber used solely by the City will be done by MMU on a time and material basis.

#### **Future Cost:**

The City does not need any new fiber infrastructure in 2022. requested that MMU bring fiber to the Tiger Lake	 Formatted: Font color: Red
Lift Station. The estimated cost to install is \$6,000.	Formatted: Strikethrough

Marshall Municipal Utilities Commission	City of Marshall	
Chairperson of the Commission	Mayor	
Secretary of the Commission	City Clerk	
Date:	Date:	

Agreement Title: Chloride Reduction Coordination		Agreement Number: 10A.1.67
Date of Adoption: December 17, 2013	Updated: November 3, 2020 October 25, 2021	Effective: January 1, <u>20212022</u>

#### Subject Matter:

The Minnesota Pollution Control Agency (MPCA) has communicated to Marshall the need to comply with the new water quality-based effluent limit (WQBEL) in Marshall's National Pollutant Discharge Elimination System (NPDES) to the Redwood River. One standard is in regard to the amount of chloride that enters the river.

One of Marshall's primary sources of chloride is salt used in softening the potable (drinking) water supply. Water quality analysis from multiple samples collected over a period from January 2015 to May 2016 have indicated that the Redwood River receives an average of 11,350 pounds per day of chloride discharged from the Marshall Wastewater Treatment Facility (WWTF). Of this amount, residential, commercial and light industrial water softening systems contribute 7,330 pounds per day of chlorides. The City of Marshall's current NPDES permit contains the requirement to attain a chloride (salt) concentration limit of 261 mg/l or less by 2024.

To succeed in reducing the amount of chlorides discharged, it will be necessary for the City of Marshall's wastewater and MMU's water supply to work together in reducing the need for salt-based softening of the community water supply along with reduction in chloride discharge from industrial sources. To this end, the City adopts City Resolution No. 4430, Second Series which outlines its commitment to MMU to support the creation of a softer drinking water, copy attached.

#### Scope of Activity:

The City of Marshall pursuant to Resolution 4637, funds their portion of the construction of the Water Softening Enhancement Project. The City stands ready to provide their portion of the capital to construct the improvements up to the limit of \$2,555,953, which sum is inclusive of the design funds previously provided by the City. The City has contributed \$1,294,639\_2,449,524 through October August 31, 202130, 2020. The Water Softening Enhancement Project became operational on June 1, 2021 with a scheduled project completion date of December 31, 2021.

Marshall Municipal Utilities by this agreement resolves to:

To support and share all costs incurred by the city associated with their public educational efforts to reduce chloride discharge from residential water softeners.

AAccept and Use PSIG grant funding in the amount of \$7,000,000 and provide \$2,029,539 in MMU funding for the construction of said improvement. Current total project costs are estimated to be \$11,585,492.

<b>Marshall Municipal</b>	Utilities	Commission
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#### **City of Marshall**

Chairperson of the Commission

Mayor

City Clerk

Secretary of the Commission

Date:

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Date:

### Resolution No. <u>4637</u>, Second Series A Resolution Amending Resolution 4608, Second Series in Support of Chloride Reduction in Water Discharged to the Redwood River

Whereas, the City of Marshall (City) operates a wastewater treatment facility that treats the community's wastewater prior to its discharge into the Redwood River, pursuant to a National Pollutant Discharge Elimination System (NPDES) Permit issued by the Minnesota Pollution Control Agency (MPCA). The City's NPDES permit contains a chloride (salt) limitation that must be achieved by 2024. The City and Marshall Municipal Utilities (MMU) have been in discussion about methods to attain the reduction in chloride (salt) discharged into the Redwood River; and

Whereas, City and MMU have each retained the services of qualified consultants to provide analysis and recommendations regarding the most cost-efficient methods to attain compliance with the required chloride limits as set forth by the MPCA permit. That analysis has included both a review of upgrades to the existing water treatment plant and has also included a review of retrofitting the City's wastewater treatment plant; and

Whereas, the City and MMU desire to coordinate the planning between the community's water utility and its wastewater treatment facility by developing a process to lower the wastewater treatment facility's chloride discharge. Based upon the consultant's analysis, it has been determined that the most significant measure to lower the chloride is to provide softer water from MMU's Water Treatment Plant. To achieve the permit's required result, upgrades to the existing Water Treatment Plant would have to occur at an estimated cost of \$10,606,000 based upon fully designed plans by MMU's water engineering consultant, AE2S. MMU applied for a \$7,000,000 Minnesota Public Facilities Authority Point Source Implementation Grant (PSIG) and has received notice the PSIG funding will be available for upgrades to MMU's Water Treatment Plant, the "project". With the "project" fully designed and with notice of the PSIG grant, the local funding must be put in place; and

Whereas, bids for the "project" were solicited, were reviewed and were opened on July 9, 2019. MMU received bids from two (2) responsible bidders. The estimated "project" costs as set forth above have been replaced by actual bids as received. The low responsible bid exceeded the engineer's estimate and further exceeded the amount as previously approved by Council Resolution No. 4608; and

Whereas, the low responsible bid received for the "project" plus engineering costs contracted to date totaled \$11,104,492. In addition to the bid, it is recommended that a 5% contingency amount be added to "project" costs for a total "project" cost of \$11,585,492; and

Whereas, the total local funding for the "project" is now projected to be 4,585,492 (total project costs 11,585,492 minus PSIG grant 7,000,000.00 = 4,585,492).

Now Therefore Be It Resolved, that the local funding for the "project" is set forth below:

With the local funding for the "project" is projected to be \$4,585,492.00, the City commits to funding 55.74% of the local portion of the "project" costs projected to be \$2,555,953. The remaining local portion of projected funding shall be paid by MMU providing 44.26% of the local portion of funding projected to be \$2,029,539. To the extent the actual "project" costs are different than the projected total of \$11,585,492 the City and MMU will share said differences according to the stated percentages herein; and

Be it Further Resolved, the City hereby:

- 1. Commits to all measures required to attain NPDES Chloride compliance including the measures as outlined in the City's August 3, 2017 report prepared and submitted by their consultant, Bolton & Menk, as set forth below:
  - a. Support Marshall Municipal Utilities further softening of the community water supply quality to 5-8 grains using Lime/Soda Ash Softening to reduce Ion Exchange softening brine discharge.
  - b. Establish chloride surcharge on customers of the City of Marshall wastewater treatment facilities that have an industrial treatment agreement. Remit revenue collected from the surcharge to MMU in support of their further softening.
  - c. If it is determined by MMU to be required, authorize MMU adding chloride surcharge to the monthly utility bill for wastewater (sewer) customers invoiced by MMU. MMU is authorized to collect and retain said revenue. Currently, MMU is not contemplating the need for this type of surcharge.
  - d. Public and Industry education to reduce chlorides at the source.
  - e. Potential incentive program to set all softeners to the most efficient settings.
  - f. Set industrial limits in SIU Agreements.
  - g. Apply for MPCA Variance on chloride limit.
  - h. If all of the above measures have been implemented and chloride limits are not met; the City should, by ordinance, end the practice of Ion Exchange softening, if needed to reach final limit; and

Be it Further Resolved, the City hereby:

Approves the award by the Marshall Municipal Utilities of the "project" contract to the low bidder KHC Construction Company of Marshall, and authorizes the MMU Commission to enter into said contract, and further recognizes and commits to the City portion of local funding in the amount of \$2,555,953.

Upon vote being taken thereon, the following Council Members voted in favor:

and the following voted against the same:

whereupon the resolution was declared passed and adopted this  $\cancel{23}$  day of July, 2019.

Robert J. Byrnes, Mayor

ATTEST: Kyle Box

Its: City Clerk

This Instrument Drafted by: Dennis H. Simpson Marshall City Attorney 109 S. 4<sup>th</sup> Street Marshall, MN 56258

Chairperson of the Commission

Secretary of the Commission

### CITY OF MARSHALL AND MARSHALL MUNICIPAL UTILITIES AGREEMENT

Agreement Title: GIS Coordination		Agreement Number: 11A.3
Date of Adoption: November 7, 2017	Updated: November 3, 2020 Reaffirmed: October 25, 2021	Effective: January 1, 2021

### Subject Matter:

Geographic Information System (GIS) utilization has increasingly been deployed at Marshall Municipal Utilities (MMU) and the City of Marshall for purposes of accurately recording and preserving the record of where the public assets are located. This work is very important for accurate system planning as well as transferring knowledge as one generation retires and another takes its place. MMU has developed robust capabilities in using a software platform named ESRI and the City of Marshall wishes to migrate their current GIS data to the same platform.

### **Scope of Activity:**

MMU herein offers to support the City of Marshall in deploying the ESRI software for the management of various facility records now maintained by the City such as signage, wastewater, and surface water management. The use of ESRI will enhance the accuracy and functionality of data dealing with location points. MMU will provide the following services:

- A. Human resources to build and maintain the desired data and records related to physical locations in a GIS format.
- B. Software, licenses, and support and hardware located within the MMU/City Network suitable for accomplishing the work.

The City and MMU will provide map information when requested to a shared file for ease of access by staff.

The fee for MMU performing the work for the City will be tracked, and the incremental cost incurred by MMU will be billed to the City. MMU estimates the annual expenses to be approximately \$32,000. This amount will be invoiced to the City on a monthly basis. On an annual basis, during the Joint Partnership Meeting, the costs will be reviewed and agreed upon for the succeeding year.

### Marshall Municipal Utilities Commission

Date:

### **City of Marshall**

Mayor

City Clerk

Date:\_\_\_\_\_

# Marshall Municipal Utilities City of Marshall 2022 Shared GIS Budget

			MMU	City	
Area	Product / Purpose	Cost			User
ArcGIS	ESRI Enterprise Licensing	\$ 25,000	\$ 15,000	\$ 10,000.00	City (40%), MMU (60%)
	TOTAL	\$ 25,000	\$ 15,000	\$ 10,000	

	Budget 2022 - MMU Estimated Staff Time				
		Annual	<b>D</b> (		<b>X</b> T
Area	Product / Purpose	Hours	Rate	City	User
iIS	Estimated MMU Staff Hours for:	400.00	\$ 55.00	\$ 22,000	City, MMU
	- GPS Fieldwork Collection				
	- Fieldwork Conversion to GIS				
	- GIS Database Creation				
	- GIS Database Maintenance				
	- Web and Mobile Map Creation				
	- Web an Mobile Map Maintenance				
	TOTAL			\$ 22,000	
	Total Cost of GIS Software & MMU Staff Time			\$ 32,000	

Agreement Title: Radio Frequency (RF) Coordination		Agreement Number: 12A.23
Date of Adoption: November 18, 2019	Updated: November 3, 2020 October 25, 2021	Effective: January 1, <u>2021</u> 2022

#### Subject Matter:

This agreement details the uses of Federal Communication Commission (FCC) regulated Radio Frequency or RF signals used in the transmission and reception of communication for voice and non-voice use in the regular operations of work activity of the employees of the City of Marshall and the Marshall Municipal Utilities (MMU). Generally, RF used by law enforcement is not part of this agreement. FCC also licenses private telecommunication providers who place their equipment for wireless communication on public facilities such as water towers and street light poles which in Marshall are owned by MMU.

The systems and FCC licensees needed to serve this public purpose can be enhanced through good coordination between City and MMU for their use.

#### Scope of Activity:

#### 1. Two-way radio communication:

The FCC license for frequency 158.805 MHz is issued to the City of Marshall and is used by both the MMU employees and the City Public Works employees in the discharge of their duties. Said license renewal has been handled by MMU in the past but is issued to the City of Marshall. <u>Due date for License Renewal 2025</u>, The current license is being modified and the license extended and amended to reflect the relocation of the transmitter to the MnDOT tower in 2020. The City herein grants permission to apply for modification to this license relocating the repeater to the MnDOT Marshall site RF Tower.

#### 2. GPS base station transmitter:

The City owns a GPS transmitter placed on the City owned High-rise apartment at 202 N. 1<sup>st</sup> St. The FCC license for said transmitter operated at 453.2375 Mhz. As the equipment is owned by the City any FCC licensure activity should be handled by the City. Current FCC License expires November 8, 2025. Public and private users of GPS technology use this base station for documenting and locating geospatial information.

#### 3. Private wireless telecommunication providers.

Cell phone service in and around Marshall is provided by the private sector. Agreements between these companies and MMU allow for their equipment to be located upon the MMU owned water towers on Bruce St. and Oak St.

Beginning in 2019, Verizon Wireless started to plan and build "small-cell" equipment on street light poles owned by MMU. Verizon's vision is to one day in the future, use this equipment as a key part of their 5G build-out. They say 5G will support the triple-play of voice-data-entertainment. The current equipment is not 5G. To facilitate the placement of the small cell equipment, MMU has entered into agreements to allow for the orderly placement and operation of said privately owned equipment.

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Any revenue received by MMU for use of the Street Light poles will be shared with the City of Marshall. MMU will receive said lease payments and will remit to the City the net revenue after paying for the expenses incurred to lease said street light poles to the companies. The current estimate of net revenue is \$1,000 per pole per year but is expected to change over time. Currently, seven (7) poles are under lease to Verizon Wireless.

202 <u>12</u> 1 Costs:
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No costs are expected related to this RF agreement in 202424.

Marshall Municipal Utilities Commission

City of Marshall

Date:\_\_\_\_\_

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Chairperson of the Commission

\_\_\_\_\_

Mayor

Secretary of the Commission

City Clerk

Date:



# CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Consideration for approval of Amended Memorandum of Understanding with Marshall Amateur Hockey Association (MAHA) regarding Ice Time fees and Food Service Agreement 2021 – 2029.
Background Information:	MAHA previously approved City staff in late 2019 with an offer to assist with the purchase of a new replacement Zamboni for the Red Baron Arena & Expo. In exchange, MAHA has requested extending the existing MOU with the City regarding fees assessed for ice time usage. Through discussions and negotiation, it was suggested that the Food Service Agreement between MAHA and the City also be extended and included as part of an amended Memorandum of Understanding (MOU). The council has previously awarded the bid for purchase of the Zamboni 552AC from Frank J. Zamboni & Company, Inc. The amended MOU for both ice time and Food Service Agreement provides stability and certainty to both MAHA and the City for fees and food service provisions for the next extended time of the contract. Upon approval of this agreement, it would then be MAHA's intention to pay one-half of the Zamboni cost (\$64,477.50) prior to January 2, 2022.
Fiscal Impact:	MAHA will share the cost with the City of Marshall for the new Zamboni 552AC in exchange for Ice Time rates remaining unchanged through the 2025 hockey season. Parties have agreed to renegotiate the remaining 4 years of ice time pursuant to the provision as set forth in the agreement.
Alternative/	If this proposal is rejected, the City will be required to fund entire purchase of the Zamboni and
Variations:	the parties would end up renegotiating ice time and food service agreement
Recommendations:	Staff recommends the approval of the amended MOU with MAHA and the City of Marshall.

### Amended MEMORANDUM OF UNDERSTANDING BETWEEN

### MARSHALL AMATEUR HOCKEY ASSOCIATION

### AND

### THE CITY OF MARSHALL

THIS AGREEMENT, MADE this <u>15<sup>th</sup> day of November</u>, 2021, by and between Marshall Amateur Hockey Association, (MAHA/Lessee) and the <u>City of Marshall, a Minnesota municipal corporation, (Client/Lessor)</u> as follows:

The parties hereto have agreed that this Memorandum of Understanding applies to all contractual obligations between the parties related to issues involving use and services at the Red Baron Arena and Expo located at 1651 Victory Drive, Marshall, Minnesota. And;

Whereas, the parties agree that the contractual obligations are set forth as follows, Part A. Ice Time Agreement and Part B. Food Services Agreement as follows:

### A. Ice Time Agreement

### RECITALS

- 1. City of Marshall, Lessor, is the owner and operator of the facility identified as the Red Baron™ Arena & Expo located at 1651 Victory Drive, Marshall, MN 56258; and
- 2. Marshall Amateur Hockey Association, Lessee, collectively provides competitive youth hockey opportunities for families in the Marshall, Minnesota area; and
- 3. Lessee, in the process of providing ice rink availability for practices, games and tournaments has identified the Red Baron<sup>™</sup> Arena & Expo, hereinafter referred to as Facility, as a location for establishment of such events; and
- 4. Lessor has offered the Facility as an event location that would be made available to Lessee in the circumstances of hosting said practices, games and tournaments.

NOW, THEREFORE, in consideration of below listed ice rink rental fees and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

School Academic Year	Ice Rink Rental Fee	
2021/2022	\$70.00/hourly for first 450 hours	\$50.00/hourly thereafter
2022/2023	\$70.00/hourly for first 450 hours	\$50.00/hourly thereafter
2023/2024	\$70.00/hourly for first 450 hours	\$50.00/hourly thereafter
2024/2025	\$70.00/hourly for first 450 hours	\$50.00/hourly thereafter
Prior to the conclusion of the 2024/2025 academic year; the parties agree to discuss and negotiate a four (4) year extension of the lease agreement. The parties agree that the minimum rental rate for renegotiated terms shall be at a rate of \$70.00/hour for the first 450 hours and \$50.00/hour thereafter. The maximum rental rate for renegotiated terms shall be \$75.00/hour for the first 450 hours and \$55.00/hour thereafter:

2025/2026 – terms as renegotiated by the parties 2026/2027 – terms as renegotiated by the parties 2027/2028 – terms as renegotiated by the parties 2028/2029 – terms as renegotiated by the parties

<u>Red Baron Arena & Expo</u> (Facility), to provide physical facilities to support the personnel who are providing services for competitive youth hockey opportunities.

#### A. DUTIES AND RESPONSIBILITIES

The Lessor agrees to the following:

1. Provide facility located at:	1651 Victory Drive, Marshall, Minnesota 56258			
	(Street)	(City)	(State)	(Zip Code)

2. Provide support to access appropriate and necessary locker rooms and restroom facilities.

3. Provide access to facility/utility resources. The facility is equipped with the following (please check):

- <u>Y</u> Garbage containers
- Y\_\_\_\_\_ Telephones (Y/N)
- \_\_\_Y\_\_ Internet access with WI-FI
- <u>N</u> Fax machines (Y/N)
- Y Copy machine (Y/N)
- <u>Y</u> Handicap Accessible (Y/N)
- Y Adequate Parking Facilities (Y/N)
- <u>Y</u> Water Supply
- <u>Y</u> Restrooms (Y/N)

#### B. TERM

This Contract shall be effective on the 1<sup>st</sup> day of September, 2021 and shall terminate on the 31st day August 2029.

Rates become effective on September 1<sup>st</sup> of each year of the agreement.

C. OTHER CONSIDERATIONS

The parties agree to the following:

1. No modifications or changes will be made to the facility/property without the express written approval of the Lessor.

2. This agreement will be exclusive to the Lessee and may not be sublet to, or utilized by, any other private or public entity for the benefit of the agreed upon rates and services.

3. Normal wear and tear is considered to be the responsibility of the Lessor.

4. Expenses: Lessee shall be responsible for payment of ice rink rental fees to the Lessor. Lessor will invoice Lessee after every 30 days of usage and payments shall be made payable to the City of Marshall within 30 days of dated invoice. No ice rink rental fees will be assessed to Lessee for Lessee and/or Minnesota Hockey sponsored tournaments.

5. Lessor shall provide to Lessee, names and telephone numbers of Lessor's staff that may be contacted for Facility scheduling requests, to authorize and allow Lessee access to the Facility for its participants.

6. Lessee shall provide a current Certificate of Liability Insurance to Lessor on, or before, the expiration date of the existing certificate on file. Lessee to provide general liability insurance coverage in the amount of at least \$500,000 and to indemnify the City of Marshall and hold it harmless from any liability arising from the use of the City of Marshall property.

7. Lessee agrees to split the expenditure with the City of Marshall for the purchase of a Zamboni 552AC. Both parties will be responsible for one half of the purchase price, currently estimated to be \$64,477.50 for each party. Payment due on or before January 2, 2022.

#### D. NOTICE AND CORRESPONDENCE

All notices and correspondence, which may be necessary or proper for either party, shall be addressed as follows:

#### TO LESSEE:

Marshall Amateur Hockey Association PO Box 173 - Marshall, MN 56258 Attention: Josh Johnson, President

#### TO THE LESSOR:

City of Marshall Attention: Director of Community Services 344 W. Main Street - Marshall, MN 56258

#### E. INTERPRETATION

This agreement shall be interpreted according to the laws of the State of Minnesota, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this agreement shall be brought in a court of competent jurisdiction in the State of Minnesota.

This document represents the entire Agreement between the parties. Any amendments shall be in writing and agreed upon by both parties. IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

#### **B.** Food Services Agreement

This **Food Services Agreement**, as from time to time amended (Agreement), is entered into between the City of Marshall (Client), and Marshall Area Hockey Association, a Minnesota non-profit corporation (MAHA), who, in consideration of the promises contained herein, agree as follows:

- 1. **Definitions**. In addition to terms defined elsewhere herein, the term Program means the attached Services Program. Effective Date shall mean the date as set forth on the signature page in which MAHA begins performance of Services. Obligations mean all present and future liabilities, obligations of payment and performance, and indebtedness of one party to another party, of whatever kind, now due or that become due, absolute, or contingent, and whether joint, several, or joint and several. Equipment, fixture, and inventory have the meanings assigned to them in Article 9.
- 2. MAHA Services. MAHA shall provide services to Client as follows (collectively Services):

2.1 **Food Services; Sales**. Client grants to MAHA the right to control and operate all food and beverage services and sales for the employees, guests, and invitees at the Schwan Regional Amateur Sports Center, also known as Red Baron Arena and Expo, 1651 Victory Drive, Marshall, MN 56258, (collectively Food Services) at the sites and facilities set forth on the signature page (collectively Premises) at such prices and times of operation as set forth in the Program attached hereto.

The opportunity to manage and operate food services at the premises is subject to and contingent upon compliance with food product lines as identified in the sponsorship agreement, broadline food products identified in sponsorship agreement between the City of Marshall and present and/or future broadline food product line sponsorship agreement and the soft drink, candy and snack vending services at the premises pursuant to sponsorship agreement between the City of Marshall and the existing sponsor. Copies of referenced sponsorship agreements presently existing and in future will be made available for inspection to MAHA at the office of the Community Services Director for the City of Marshall. MAHA shall honor all sponsorship contracts and remit payment to authorized vendors within 30 days of receipt of invoice.

2.2 **Sanitation Services**. MAHA shall be responsible for such event housekeeping and sanitation services in the food preparation, storage, dining, and serving areas of the Premises as follows (collectively Sanitation Services):

2.2.1 Cleaning dining furniture;

2.2.2 Cleaning floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, and other equipment and fixtures used by MAHA in food storage and preparation areas; and

2.2.3 Collecting and properly packing dry refuse, recyclables and compost from such areas and placing the packed refuse at site(s) on Premises designated by Client.

2.3 **Other Services**. MAHA shall have the right to operate and provide such other services and product sales as agreed from time to time by the parties.

2.4 **Quality of Services**. MAHA shall supply Services of good quality, on a timely

basis, and with appropriate products in accordance with the terms hereunder.

2.5 **Inspection of Services**. Client may inspect the Services, without notice, on any business day at any time Client in its sole discretion may deem desirable. The inspection will be conducted in a manner to avoid disruption to the Services.

2.6 **Staff for Services**. MAHA shall keep and maintain an adequate staff of qualified individuals for the performance of Services and related administration.

2.7 **Inventory for Services**. MAHA shall provide or cause the provision of:

2.7.1 An adequate and appropriate food and beverage inventory sufficient for the performance of Services; and

2.7.2 The timely and full payment for such inventory.

2.8 **Independent Contractor**. MAHA shall perform such Services as an independent contractor. Neither party intends, and nothing contained in this Agreement shall be construed, to establish a partnership or joint venture between the parties.

3. **Client Premises**. To facilitate the performance of Services, Client shall furnish, at its expense at the Premises:

3.1 **Operation Facilities**. Interior facilities for exclusive MAHA use, supplied per such specifications prepared by MAHA as reasonably necessary to perform the Services;

3.2 **Equipment**. All equipment presently located at premises, used for food preparation, storage, dining and serving is hereby granted to MAHA for MHAHA's exclusive use for the term of this agreement. MAHA shall solely be responsible for maintenance, upkeep, and replacement of food preparation equipment during the term of this agreement.

3.3 **Utilities**. All utilities as identified in the Program or as reasonable and necessary for the efficient performance of the Food Services, Sanitation Services, and such other services conducted at Client's request.

#### 3.4 Cleaning; Maintenance; Safety.

3.4.1 Client shall keep clean all walls above six (6) feet from floor level, windows, ceilings, lighting, ventilation fittings and interiors, and grease traps; and

3.4.2 The Premises, Services Equipment, Offices, and Utilities shall be serviced and kept by Client in a good workmanlike manner and in a safe operating condition and further shall be maintained, replaced, and repaired to ensure continued fitness for their particular and intended purposes, and in accordance with relevant manufacturer warranties and recommendations.

#### 4. Financial Terms and Payment for Services.

or

- 4.1 **Financial Terms and Hours of Operation**. MAHA shall be responsible for maintenance, upkeep and replacement of kitchen equipment used in food preparation, storage, dining and serving. Payment for equipment maintenance, upkeep and replacement shall be net fifteen (15) days of billing statement date via MAHA check or electronic fund transfer to the account and banking institution designated by MAHA.
- 4.2 Hours of Operation. Correspond to customary Client operating hours and days of operation, or as otherwise agreed. Concession services to be provided by MAHA at the following events:
  - (a) All MAHA sponsored events at the "Premises"
  - (b) All Public-School sponsored events the "Premises"
  - (c) All Client (City of Marshall) sponsored events at the "Premises" (not to exceed 12 Client sponsored events per year during the term of this agreement, unless specifically agreed to by MAHA).

Hours of operation shall be at least one-half hour before scheduled event start time and continuing until one-half hour after conclusion of event.

5. **Agreement Term**. Unless sooner terminated as provided in this section, the term of this Agreement shall be October 1, 2021 through August 31, 2029

5.1 **Permitted Termination**. Notwithstanding the foregoing, this Agreement may be terminated:

5.1.1 Effective upon sixty (60) days' prior notice by either party to the other;

5.1.2 At any time after the occurrence or continuance of a Payment Default or other Default that is material to the whole of this Agreement that has not been remedied in accordance with Section 11 herein.

5.2 **Survival of Obligations**. Termination of this Agreement shall not operate to limit, reduce, cancel, or otherwise modify any Obligations then accrued.

5.3 **Equipment Return**. Promptly following termination of this Agreement (either by expirations of this agreement or permitted termination),MAHA shall return to Client such Services Equipment, Offices, and Utilities in a similar condition, Ordinary Wear and Tear excepted. Ordinary Wear and Tear shall have the meaning commonly attributed to such term as well as mean losses or damage to chinaware, glassware, flatware, trays, utensils, and other smallwares that may result from breakage, theft, over-use, or negligent misuse.

6. **Representations, Warranties, and Covenants**. The following representations, warranties, and covenants are made by the parties at the time and from the Effective Date hereof and shall survive the termination of this Agreement.

6.1 **Business Status; etc**. The execution, delivery, and performance by the parties of this Agreement are within their respective powers, have been duly authorized by all necessary

action, and do not and will not contravene their respective charters, agreement of partnership, or by-laws. This Agreement constitutes the valid and legally binding Obligations of the parties, enforceable in accordance with its terms. The parties' respective chief executive offices, principal places of business, and the places of record retention are located at the addresses set forth on the signature page.

6.2 **Taxes; Assessments**. MAHA shall pay when due all federal, state, local, and other governmental taxes, or assessments in connection with the operation and performance of the Services. MAHA shall pay when due all license and permit fees in connection with Services and Services Equipment. Client shall pay when due all federal, state, local, and other governmental sales, use, property taxes, or assessments in connection with the Premises, Services Equipment, Offices, Utilities, and payment of Client Obligations.

6.3 **Compliance with Laws**. MAHA and Client shall comply with all federal, state, and local laws applicable to their Obligations. MAHA shall keep in effect all necessary permits, licenses, and food handlers' cards and will post such permits where required.

6.4 Alcohol Prohibited during Youth Events (MAHA and School District Sponsored Events). MAHA shall not provide for sale nor serve alcohol during MAHA sponsored events and alcohol shall not be provided for sale or served during Independent School District #413 school events.

#### 7. Indemnification.

7.1 **Mutual Indemnification**. Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission or breach of such party (except to the extent caused by the negligent act or omission or breach of the other party, its employees, or agents).

7.2 **Notification of Claim**. Notification of an event giving rise to an indemnification claim (Notice) must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

7.3 **Limitation of Liability**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES CONSTITUTING LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT.

#### 8. Insurance.

8.1 **MAHA**. MAHA shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contractual and products-completed operations liability) in an amount not less than One Million Dollars (\$1,000,000.00) as required by applicable statute.

8.2 **Client**. Client shall obtain and maintain insurance for the Operation Facilities, Services Equipment, Offices, and Utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate, but not less than One Million Dollars (\$1,000,000.00) per occurrence, but not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) to cover claims in the aggregate.

8.3 **Certificates of Insurance**. Certificates of Insurance for such coverage shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to commencement of Services hereunder.

9. **Default**. The occurrence of one or more of the following events shall constitute a default under this Agreement (a Default): (a) Each and every occurrence of a Payment Default (no waiver, deferral, or compromise of any payment obligations or prior Payment Default shall extend to, or constitute a waiver of, any subsequent or other Payment Defaults or impair any MAHA termination rights or remedies at law or in equity); (b) A party's failure to perform when due any Obligation under this Agreement (except a Payment Default, which shall be subject to subsection (a) above) when such failure continues for a period of thirty (30) days subsequent to notice thereof; (c) A party's breach of any warranty, representation, or covenant under this Agreement when such failure continues for a period of thirty (30) days subsequent to notice thereof; and (d) A party (i) becomes insolvent or unable to pay its debts as they become due; (ii) ceases to do business as a going concern; or (iii) makes an assignment for the benefit of creditors, applies to or petitions any tribunal for the appointment of a custodian, receiver, or trustee for itself or any substantial part of its assets, or commences any proceeding with respect to itself under any bankruptcy, reorganization, readjustment of debt, insolvency, receivership, dissolution or liquidation law or statute of any jurisdiction, or if it files any such application or petition, or if such proceeding is commenced against a party.

#### 10. Dispute Resolution and Governing Law.

10.1 **Good Faith Negotiation**. The parties agree that any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement, or the breach, termination, validity, or enforceability of any provision of this Agreement (each a Dispute) shall be negotiated between them in good faith in an attempt to reach a just and equitable solution satisfactory to both parties for a period of thirty (30) days.

10.2 **Governing Law; Exclusive Choice of Forum**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Any Dispute not remedied within thirty (30) days after complying with the Obligations set forth in 12.1 herein, shall be submitted to State District Courts in Lyon County, Minnesota for litigation, including all requirements to mediate said resolution.

#### 11. Miscellaneous.

11.1 **No Assignment**. Neither party may assign this Agreement to an unaffiliated business entity without the prior written consent of the other party.

11.2 **Force Majeure**. In case performance of any Obligations hereunder (other than the payment of monies due) shall be delayed or prevented because of compliance with any law,

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decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its Obligations hereunder (other than the payment of monies due) during the period such cause continues, and, if mutually agreed to and if possible, extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

11.3 **Signatures**. Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

11.4 **Notices**. All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one business day after deposit with an overnight courier; or (d) three business days after deposit in the United States mail.

11.5 **Information Technology Security**. In connection with the services being provided hereunder, MAHA may need to operate certain information technology systems not owned by the Client (Non-Client Systems), which may need to interface with or connect to Client's networks, internet access, or information technology systems (Client Systems). MAHA shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If MAHA serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then MAHA will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (Data Protection Rules). If Non-Client Systems interface with or connect to Client Systems, then Client agrees to implement forthwith upon request from MAHA, at its own expense, the changes to the Client Systems that MAHA reasonably requests and believes are necessary or prudent to ensure MAHA' compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

11.6 **Loss Prevention**. MAHA will have the right at MAHA' expense to implement security measures and security systems as it deems necessary, including, but not limited to, employing a loss prevention manager on-site at the Premises. Client agrees to cooperate with MAHA in connection with MAHA' implementation of such systems, including, but not limited to, providing permission for MAHA to install related to such systems at the Client's Premises.

FOR THE	LESSOR:	CITY O	F MARSHALL

By: Robert J. Byrne	5
lts: Mayor	
Date:	
ATTEST:	
By: Kyle Box Its: City Clerk	
FOR LESSEE:	MARSHALL AMATEUR HOCKEY ASSOCIATION
Jøsh Johnson Its: President	1 <u>1</u> /
Date:	5-21

Attachment #1

Summary of Responsibilities

Inventory	food, beverages, detergent, paper supplies, postage	Х	
Services Equipment	food preparation, storage, dining, serving	Х	
Fabrics	linens, uniforms	Х	
Smallware's as of the Effective			х
Date	china, flatware, glassware		^
Expendable Equipment	pots, pans, bowls, utensils, measuring/mixing tools, knife sharpening tools		х
Non-Expendable Equipment	point-of-sale units, cash drawers & computer processing systems, dining furniture, food-production appliances, kiosks & server/display units, maintenance & sanitation supplies/appliances	x	
Smallware's Post Effective			х
Date	china, flatware, glassware		^
Operation Facilities	food production & storage space per MAHA specifications	Х	
Utilities	telephone hardware, lines & service, 220w electric current, lighting fixtures, gas & fuel, HVAC, hot & cold water, steam, refuse collection & removal, facilities sewerage disposal, extermination service, fire safety systems		Х
Cleaning	equipment and supplies	Х	Х
Operation & Dining Facilities	windows, ceilings, fans & lighting fixtures, ventilation fittings & interiors, grease traps, restrooms, carpeted areas, walls above 6 ft.		х
	exterior of equipment in food storage & preparation areas, walls up to 6 ft., floors, exterior of hoods & vents, dining furniture	х	
Maintenance	Client Premises, Operation Facilities, , Utilities, Offices		Х
Services Staff	adequate staff of qualified Employees & agents to perform Services & related administration	Х	

MAHA Client



## CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Consider Request of Shades of the Past Car Club for Roll-In on May 5, 2022.
Background Information:	The City has received the attached request from the Shades of the Past Car Club for street closure on Main Street from College Drive (intersection of T.H. 19 & T.H. 59) northwest to North 6 <sup>th</sup> Street for a Spring Car Roll-In on Thursday, May 5, 2022, from 2:00 pm-10:00 pm. This event will be similar to the event that Shades of the Past Car Club hosted last year around the same time. Last year, there was a complaint from a local contractor regarding the closure of State Highway 59 and its impact on the transport of heavy equipment due to load restrictions on alternative routes. Staff is calling this to City Council attention as a reminder that US59 is a state highway that carries significant truck traffic and other overweight and oversized traffic. Every time that the city motions to close this route, there is significant impacts to both local and through truck traffic. The detour route is difficult to navigate for trucks, and non-navigable for oversized loads.
	with the Main Street closure request. A copy of the detour plan is attached. Upon approval of the City Council, the request will be forwarded to Mn/DOT for their approval of the State permit.
Fiscal Impact:	None.
Alternative/ Variations:	- that the Council discuss alternative street locations and sites.
Recommendations:	that the Council authorize the Shades of the Past Car Club for Roll-In to be held on Thursday, May 5, 2022, subject to Mn/DOT approval of detour and issuance of permit.



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

Applicant Name: Shades of Past Car Club	
Applicant Address: PO Box 434 Marshall, MN 562	258
Contact Person: Chad Weyh Phone	e/Cell#: 507-828-4677
Address of Request: Main Street	
Reason for Request: 2nd Annual spring roll-in to promo	ote business to downtown
Start Date of Request: May 5, 2022	Start Time: 2 pm am/pm
End Date of Request:	End Time: 9 pm am/pm
Brief Description of Area Requested for Private Use/Closure (attach	map): We would close off main from
the wooden nickel to marshall tobacco	

Does the request involve Mn/DOT Right-of-Way? Yes

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

~

No

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

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

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

If the event or private use area occurs within Mn/DOT right-of-way:

- 1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
- 2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

11/5/2021	Chad A. Weyh	Digitally signed by Chad A. Weyh DN: cn=Chad A. Weyh, o, ou, email=chadw@runnings.com, c=US Date: 2021.11.05 13:58:03 -05'00'
Date	Signature of Applicant	

### CLICK TO SEND TO PUBLIC WORKS

#### RECOMMENDATION

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

RECOMMENDATION:	
Special Provisions:	
Date	Director of Public Works/City Engineer

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

According to Section 62-6 of the Code of Ordinances, permit granted by the Common Council of the City of Marshall this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

Attachments

Copies to: Director of Public Safety James Marshall Minnesota Department of Transportation

## DETOUR SIGNING PLAN





### CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Approve contract between MN State Colleges and Universities and the City of Marshall that would provide data center support.
Background	In January of 2020 the City of Marshall began sharing data center with SMSU. During the
Information:	preliminary design and subsequent construction documents, it was planned/discussed that the City would continue to use SMSU data center in order to avoid build out of City data center which could have added an approximate \$100,000 to the construction costs. The arrangement has been successful. Reliability, speed, redundancy has increased via State fiber. The City still utilizes the city fiber ring, thus investment and partnership with MMU continues in that aspect of information technology.
	<ul> <li>SMSU agrees to provide the following: a. Provide use of two (2) pairs of "dark fiber" cable (fiber) on the SMSU campus.</li> <li>b. Provide use of "server rack space" in the SMSU Data Center</li> <li>c. SMSU warrants that it will provide best effort to keep the Data Center in operational status in support of the City equipment on a 24 x 7 and 365 day/year basis. Operational status will generally include electrical and cooling services. i. To help meet this objective, SMSU will maintain redundant electrical power via a generator to support Data Center operations in the time of planned and unplanned electrical outages on the SMSU campus.</li> <li>ii. To help meet this objective, SMSU will provide redundant cooling systems for the Data Center.</li> <li>iii. To help meet this objective, SMSU will strive to ensure that the Data Center is secure and off-limits to non-authorized personnel.</li> <li>iv. SMSU shall provide 7 days notification to the City of any planned interruption of Data Center services that may require the Data Center to be offline.</li> <li>v. SMSU shall provide 30days notification of any significant changes to Data Center operations (e.g., new AC system installation).</li> <li>vi. SMSU shall also make best effort to promptly notify the City of any issues (e.g., Cooling System issues) that may impact Data Center operations.</li> </ul>
Fiscal Impact:	\$7,800 annually.
Alternative/ Variations:	Do not approve the contract and consider building out city hall data center. Approve the contract and consider building out city hall data center for future use.
Recommendations:	Approve MN State Colleges and Universities Income Contract for data center services with services provided July 1, 2021 until June 30, 2023.



## **INCOME CONTRACT**

This contract is by and between City of Marshall, 344 W Main Street, Marshall, MN 56258 (hereinafter PURCHASER) and 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).

WHEREAS, the PURCHASER has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

- 1. **DUTIES OF MINNESOTA STATE**. The MINNESOTA STATE agrees to provide the following:
  - Provide use of two (2) pairs of "dark fiber" cable (fiber) on the SMSU campus. Specifically, the fiber is located between the SMSU "Phone Room" located at AC 105A and the SMSU Data Center located at BA 181.
  - b. Provide use of "server rack space" in the SMSU Data Center located in BA 181
  - c. SMSU warrants that it will provide best effort to keep the Data Center in operational status in support of the City equipment on a 24 x 7 and 365 day/year basis. Operational status will generally include electrical and cooling services.
    - i. To help meet this objective, SMSU will maintain redundant electrical power via a generator to support Data Center operations in the time of planned and unplanned electrical outages on the SMSU campus.
    - ii. To help meet this objective, SMSU will provide redundant cooling systems for the Data Center.
    - iii. To help meet this objective, SMSU will strive to ensure that the Data Center is secure and off-limits to non-authorized personnel.
    - iv. SMSU shall provide 7 days notification to the City of any planned interruption of Data Center services that may require the Data Center to be offline.
    - v. SMSU shall provide 30days notification of any significant changes to Data Center operations (e.g., new AC system installation).
    - vi. SMSU shall also make best effort to promptly notify the City of any issues (e.g., Cooling System issues) that may impact Data Center operations.

#### 2. **DUTIES OF PURCHASER**. The PURCHASER agrees to provide the following:

- a. The City is responsible for providing and maintaining/updating the necessary optical equipment to make use of the fiber. The City is also responsible for providing and maintaining/updating equipment in the Phone Room to transmit signals to its off-campus locations.
- b. The City shall have scheduled access during regular business days (8:00 a.m. 5:00 p.m., Monday Friday excepting holidays).
- c. Requests for access on regular business days shall be made to Shawn Hedman. Requests to access the Data Center shall be made at least 24 hours ahead except in the case of an emergency need.
- d. Any requests to access the Data Center during off hours for such activities as planned maintenance shall be made 7 Days in advance. Such off-hours access will need to be approved by Shawn Hedman.
- e. Requests to access the Data Center during off hours for emergency needs should be directed to SMSU Public Safety.

#### 3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the PURCHASER as follows: Fifteen thousand six hundred and 00/100 Dollars (\$15,600.00) for twenty four (24) months fiber usage. This is five hundred and 00/100 dollars (\$500.00) per month for data center usage (rack space) and one hundred fifty dollars and 00/100 dollars (\$150.00) per month for two (2) pairs of fiber. Payment to Minnesota State will be made on a quarterly basis, six hundred fifty and 00/100 dollars (\$650.00) per month at three (3) months for a quarterly payment of one thousand nine hundred fifty and 00/100 dollars (\$1,950.00) per quarter.
- b. Terms of Payment. Payment shall be made by the PURCHASER within 20 days of the of the end of each quarter, March 31, June 30, September 30, and December 31.
- 4. **TERM OF CONTRACT**. This contract shall be effective on July 1, 2021, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. Payment of time from July 1, 2021 will be required even though contract signed after that point in time as server and fiber is in use.

5. **CANCELLATION**. This contract may be canceled by the PURCHASER or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

#### 6. **AUTHORIZED REPRESENTATIVES**.

a. The PURCHASER'S Authorized Representative for the purposes of administration of this contract is:

Name:Sharon HansonTitle:City AdministratorAddress:344 West Main St. Marshall, MN 56258Telephone:507-537-6760E-Mail:sharon.hanson@ci.marshall.mn.us

b. MINNESOTA STATE 'S Authorized Representatives for the purposes of administration of this contract is:

Name: Dan Baun	or	Deb Kerkaert
Title: Chief Information Officer		Vice President for Finance
Address: 1501 State Street Marshall MN 56258		same
Telephone: 507-537-6978		507-537-6093
E-Mail: <u>dan.baun@smsu.edu</u>		deb.kerkaert@smsu.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- 7. **ASSIGNMENT**. Neither the PURCHASER nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- 8. LIABILITY. The PURCHASER shall indemnify, save, and hold MINNESOTA STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER

may have for MINNESOTA STATE 'S failure to fulfill its obligations pursuant to this contract.

- 9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- 10. **AMENDMENTS**. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 11. **GOVERNMENT DATA PRACTICES ACT**. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MINNESOTA STATE.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.

JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

#### 13. INSURANCE.

- 13.1 **General Liability.** Purchaser shall acquire and maintain, at its sole expense, all the insurance described on **Exhibit A**, attached hereto and made a part of this Lease Agreement, naming both Minnesota State Colleges and Universities and Southwest Minnesota State University as additional insured.
- 13.2. **Property Damage**. It shall be the duty of MINNESOTA STATE and PURCHASER to maintain insurance on their own property, both real and personal. MINNESOTA STATE may maintain either insurance or self-insurance. Notwithstanding anything apparently to the contrary of this Lease Agreement, MINNESOTA STATE and PURCHASER hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.
- 14. **OTHER PROVISIONS.** (Attach additional page(s) if necessary): None

The rest of this page intentionally left blank. Signature page to follow.

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

#### **APPROVED:**

### 1. MINNESOTA STATE COLLEGES AND UNIVERSITIES,

Southwest Minnesota State University

By (authorized signature and printed name)

Title

Vice President for Finance and Administration

Date

#### 2. PURCHASER: City of Marshall

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

By (authorized signature and printed name)

Title Date

 By (authorized signature and printed name)

 Title

 Date

#### 3. AS TO FORM AND EXECUTION (SMSU):

By (authorized signature and printed name)

Title

Buyer 2 & Purchasing Clerk

Date

#### EXHIBIT A GENERAL INSURANCE REQUIREMENTS

#### All policies shall remain in force and effect throughout the term of the Lease Agreement.

#### POLICY REQUIREMENTS

- 1. <u>Workers' Compensation Insurance</u>
  - A. Statutory Compensation Coverage
  - B. Coverage B Employers Liability with limits of not less than:
    \$100,000 Bodily Injury by Disease per Employee
    \$500,000 Bodily Injury by Disease Aggregate
    \$100,000 Bodily Injury by Accident
- 2. General Liability Insurance
  - A. Minimum Limits of Liability:
    - \$2,000,000 Per Occurrence
    - \$2,000,000 Annual Aggregate
    - \$2,000,000 Annual Aggregate applying to Products/Completed Operations
  - B. Coverages:
    - X Premises and Operations Bodily Injury and Property Damage
    - X Personal & Advertising Injury
    - X Blanket Contractual
    - X Products and Completed Operations
    - X Other; if applicable, please list\_

 $\underline{X}$  State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

#### Additional Insurance Conditions

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

• An Umbrella or Excess Liability insurance policy may be used to supplement the PURCHASER's policy limits to satisfy the full policy limits required by the Lease Agreement.



## CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Project ST-007: 2022 UCAP Bus Shelter Project - Memorandum of Understanding between Community Transit of United Community Action Partnership and the City of Marshall.
Background Information:	Attached for Council review is the Memorandum of Understanding between Community Transit of United Community Action Partnership (UCAP) and the City of Marshall.
	This project is included in the 2022 capital improvement plan (CIP). Community Transit of United Community Action Partnership (UCAP Transit) has been awarded a grant project that totals \$450,000, including grant dollars and local match. UCAP Transit has approached city staff regarding the engineering and construction administration of this project, which includes the installation of bus shelters and ADA sidewalk improvements at various locations. UCAP Transit will be responsible for all capital outlay for this project, and the City will serve as the project sponsor for the grant and the engineer of record for the project.
	Included in the packet is a Memorandum of Understanding between UCAP Transit and the City of Marshall, as well as proposed bus shelter locations. This project is similar to the UCAP Transit Bus Shelter project (Z52) that the City administered on behalf of UCAP Transit in 2020 where shelters and associated sidewalk improvements were installed at N. 4 <sup>th</sup> Street/Redwood, S. 4 <sup>th</sup> Street/Stephen, and Birch Street near Village Drive. Most of the improvements will be located in City right of way.
	This project and MOU were reviewed by the PI/T Committee at their meeting on November 22, 2021 meeting.
Fiscal Impact:	The project's grant match will be provided by UCAP Transit. There is no direct cost to the City of Marshall. The City's contribution is the professional staff hours required to create, administer, and deliver the construction project for UCAP Transit. If Engineering fees are grant eligible, City staff will work to recover these fees through the grant.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize the execution of the attached Memorandum of Understanding between Community Transit of United Community Action Partnership and the City of Marshall.

#### MEMORANDUM OF UNDERSTANDING BETWEEN COMMUNITY TRANSIT OF UNITED COMMUNITY ACITION PARTNERSHIP AND CITY OF MARSHALL

THIS AGREEMENT, as set forth herein between **Community Transit of United Community Action Partnership** and the **City of Marshall**, represents a mutual understanding between these parties that United Community Action Partnership has been awarded grant funds under the Minnesota Department of Transportation Large Capital Grant Program. The purpose for these funds will be to improve the accessibility and safety of pedestrians who ride public transportation and wait at route stops in the city of Marshall. Reconstruction and extension of sidewalks to and from established bus stops will be created to meet ADA standards. Turnouts will be created, and passenger shelters will be installed to improve safety for passengers waiting for the bus. An application requesting \$450,000 was awarded where the breakdown is 80% State/20% Local Share of eligible items.

- 1) UCAP will provide local financial support of 20% of the project's cost not to exceed \$450,000.
  - a. Will enter a contract with MNDOT in the year 2022.
  - b. Administer funds and supply payments for project.
  - c. Will provide public involvement of the project through public meetings and solicitation of comments.
- 2) The City of Marshall will be responsible for sponsoring the project identified as UCAP ADA and Passenger Stop Improvements.
  - a. Will provide engineering services and oversight of the construction of sidewalks, turnouts, installation of shelters and other safety features listed in project.
  - b. Will provide future maintenance of curb, gutter and street of any bus pull off sections.

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

Executed on \_\_\_\_\_

Executed on \_\_\_\_\_

Deb Brandt, Executive Director United Community Action Partnership

City of Marshall



# **Birchwood Apts**



## Dogwood





## Halter Villa - Peterson



# Heritage Pointe





## N. 4th-Darlene



## Pizza Ranch






# SMSU - Birch







Page 147

### MEMORANDUM OF UNDERSTANDING BETWEEN COMMUNITY TRANSIT OF UNITED COMMUNITY ACITION PARTNERSHIP AND CITY OF MARSHALL

THIS AGREEMENT, as set forth herein between **Community Transit of United Community Action Partnership** and the **City of Marshall**, represents a mutual understanding between these parties that Community Transit has been awarded grant funds under the Minnesota Department of Transportation Section 5339 Large Capital Grant Program. The purpose for these funds will be to improve the accessibility and safety of pedestrians who ride public transportation and wait at route stops in the city of Marshall. Reconstruction and extension of sidewalks to and from established bus stops will be created to meet ADA standards. Turnouts will be created, and passenger shelters will be installed to improve safety for passengers waiting for the bus. An application requesting \$450,000 was awarded where the participates is 80% Federal/20% Local Share of eligible items.

- 1) UCAP will provide local financial support of 20% of the project's cost not to exceed \$450,000.
  - a. Will enter a contract with MNDOT in the year 2022.
  - b. Administer funds and supply payments for project.
  - c. Will provide public involvement of the project through public meetings and solicitation of comments.
- 2) The City of Marshall will be responsible for sponsoring the project identified as MAT ADA Bus Access.
  - a. Will provide engineering services and oversight of the construction of sidewalks, turnouts, installation of shelters and other safety features listed in project.
  - b. Will provide future maintenance of curb, gutter and street of any bus pull off sections.

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

Executed on

Executed on \_\_\_\_\_

Deb Brandt, Executive Director United Community Action Partnership

City of Marshall



# CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Meeting Bate.	
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Approve City Hall Final Change Order 15 in the amount of \$41,647 and with issuance of the final payment upon final completion of remaining items as noted in the final inspection report.
Background	City Hall Committee has met and negotiated a final payment to Brennan Construction via
Information:	Change Order 15. This payment would conclude all construction payments. Change Order 15 is related to the following
	A. Brennan CR21, related to second floor leveling Was 9,666.00 Now \$9,036.00 B. Brenann CR32, related to plumbing changes from RFI #42 Was 791.00 Now \$0.00 C. Brennan CR33, related to electrical and fin tube changes of RFI50 Was 2,821.00 Now \$0.00 D. Brennan CR 36 related to electrical changes from ASI 07 Was 1,121.00 Now \$0.00 E. Brennan CR37, related to lower level footings Was 6,015.00 Now \$3,124.00 F. Brennan CR 41, extra signage Was 675.00 Now \$86.00 G. Brennan CR43, related to winter conditions Was 54,945.00 Now \$33,545.00 H. Brennan CR44, rear stone returns Was 1,335.00 Now \$0.00 J. Brennan CR47, related to lower level door change Was 4,865.00 Now \$0.00 J. Brennan CR48, stone capping - Now \$606.00 K. Brennan CR49, office door floor transition imperfections - Now \$(1,000.00) L. Brennan CR50, Engan PR#8, deduct for eliminating firewall in ASI #8 - Now \$(2,000.00) M. Brennan CR51, CO detector in boiler room - Now \$283.00 N. Brennan CR52, credit for not installing signage - Now \$(278.00) O. Credit from Southwest Glass for window film - Now \$(1,755.00) TOTAL Was \$78,090 Now \$41,647 Difference of \$36,443
Fiscal Impact:	\$41,647
Alternative/	None
Variations:	
Recommendations:	Approve City Hall Final Change Order 15 in the amount of \$41,647 and with issuance of the final payment upon final completion of remaining items as noted in the final inspection report.

AIA Document G701 - 2017

#### Change Order

<b>PROJECT</b> : (Name and address)	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
	Contract For: General Construction	Change Order Number: 15
Marshall, MN	Date: November 18, 2019	Date: November 16, 2021
OWNER: (Name and address)	ARCHITECT: (Name and address)	CONTRACTOR: (Name and address)
City of Marshall	Engan Associates	Brennan Construction of MN, Inc.
344 West Main Street	311 4th Street SW	124 E Walnut Street, Ste. 240
Marshall, MN 56258	Willmar, MN 56201	Mankato, MN 56001

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

A. Brennan CR21, related to second floor leveling	Was 9,666.00	Now \$9,036.00
B. Brenann CR32, related to plumbing changes from RFI #42	Was 791.00	Now \$0.00
C. Brennan CR33, related to electrical and fin tube changes of RFI50	Was 2,821.00	Now \$0.00
D. Brennan CR 36 related to electrical changes from ASI 07	Was 1,121.00	Now \$0.00
E. Brennan CR37, related to lower level footings	Was 6,015.00	Now \$3,124.00
F. Brennan CR 41, extra signage	Was 675.00	Now \$86.00
G. Brennan CR43, related to winter conditions	Was 54,945.00	Now \$33,545.00
H. Brennan CR44, rear stone returns	Was 1,335.00	Now \$0.00
I. Brennan CR47, related to lower level door change	Was 4,865.00	Now \$0.00
J. Brennan CR48, stone capping	-	Now \$606.00
K. Brenn CR49, office door floor transition imperfections	-	Now \$(1,000.00)
L. Brennan CR50, Engan PR#8, deduct for eliminating firewall in ASI #8	-	Now \$(2,000.00)
M. Brennan CR51, CO detector in boiler room	-	Now \$283.00
N. Brennan CR52, credit for not installing signage	-	Now \$(278.00)
O. Credit from Southwest Glass for window film	-	Now \$(1,755.00)
		$1(\mathcal{N})$
TOTAL	Was \$78,090	Now \$41,647
	Differen	ce of \$36,443
The original Contract Sum was		\$ 5,030,200.00
The net change by previously authorized Change Orders		\$ 707,713.00
The Contract Sum prior to this Change Order was		\$ 5,737,913.00
The Contract Sum will be increased by this Change Order in the amount of		\$ 41647.00
The new Contract Sum including this Change Order will be		\$ 5,779,560.00
The Contract Time will be increased by Zero (0) days.		
The new date of Substantial Completion will be		1( ))
NOTE. This Change Order does not include adjustments to the Contract	Sum on Custon tood N	for improve Drives on the
NOTE: This Change Order does not include adjustments to the Contract	Sum of Guaranteed N	aximum Price, or the

Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Item 14.

Engan Associates Brennan Construction of MN, Inc. City of Marshall ARCHITECT (Firm name) CONTRACTOR (Firm name) OWNER (Firm name)

#### SIGNATURE

DATE

SIGNATURE

John van Dyck

PRINTED NAME AND TITLE

Andy M. Engan, AIA, LEED AP, CID, Principal PRINTED NAME AND TITLE

DATE

#### SIGNATURE

DATE

Scott VanDerMillen, Owner Representative PRINTED NAME AND TITLE





**DATE:** March 23, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

- FROM: John van Dyck; Brennan Construction
- RE: Marshall Municipal CR 21, Leveling 2nd Floor

Contractor	Item Description	Labor		Material	Tota	al
Subcontractors:						
Musch	Leveling 2nd floor due to existing condition of sagging	\$ -	\$	-	\$	7,900.00
MCI	Leveling 2nd floor due to existing condition of sagging	\$ -	\$	400.00	\$	<del>-800.00</del>
Musch	Not pouring over LL footings	\$ 604.50	\$	(820.69)	\$	(216.19)
			Sub	s Subtotal:	\$	8,483.81
Brennan Companies:						
Brennan Companies	Bond Change @ 1%				\$	94.36
			GC	Subtotal:	\$	94.36

10% OH&P on subs	\$ 848.38
10% OH&P on GC	\$ 9.44
TOTAL:	\$ 9,436.00

Approved:

John a

# Musch Construction, Inc.

1262 90th Ave Pipestone MN 56164

# Invoice

Date	Invoice #
3/13/2021	4638



Bill To	
Marshall Municipal Building	

	1			
Item	Description	Rate	Qty	Amount
Concrete Work	Labor for floor leveling of 2nd floor south side were addition was installed, around the south stairwell and west offices.	1.00	5,160	5,160.00
Material	Floor leveling material and grinder rental.	1.00	2,740	2,740.00
		<b>—</b>		
		Tota		\$7,900.00

Phone #	Fax #	E-mail
507-829-5078	507-825-0040	muschinc@gmail.com

# Musch Construction, Inc.

Marshall Municipal Building

1262 90th Ave Pipestone MN 56164

Bill To

# Invoice

Date	Invoice #
5/24/2021	4673



to clean edge and install 170ft of expansion joint (\$.45/foot)					
to clean edge and install 170ft of expansion joint (\$.45/foot)	Item	Description	Rate	Qty	Amount
	Concrete Work	to clean edge and install 170ft of	604.50	1	604.50
l Otal \$604.50			Tota	al	\$604.50

Phone #	Fax #	E-mail
507-829-5078	507-825-0040	muschinc@gmail.com

Musch Construction, Inc.

1262 90th Ave Pipestone MN 56164

# **Credit Memo**

Date	Credit No.
5/27/2021	4672

Customer
Marshall Municipal Building

		P.O. No.	Project
Description	Qty	Rate	Amount
Deduct for concrete savings for not pouring over LL footings	-1	820.69	-820.69
		Total	-\$820.6
		Invoices	\$0.0
	F	Balance Cred	l <b>it</b> <u>-\$820.6</u>

	16	2	
	5	T	5
2	2	-1	

MCI

CARPET ONE LISON

# MULTIPLE CONCEPTS INTERIORS

	Date: 3-23-2021		
	Self Leveler Break-Down Per Bathroom		
QTY.	MATERIAL DESCRIPTION/ITEM NO.	EACH	TOTAL
Lower Level	None		
Main Level	<u>Total: 1600\$</u> Mens Main- \$500 Womens Main - \$500 Family Main - \$400		
	Smaller Bathroom - \$200		
Upper Level	<u>Total - \$800</u> Each Bathroom - \$200 (x4)		
		Total	\$2,400.00



**DATE:** September 24, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

**FROM:** John van Dyck; Brennan Construction

RE: Marshall Municipal CR 32 Revision; Plumbing only Costs related to RFI 42

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Willmar PH	Plumbing changes per RFI 42			\$ 710.98
			Subs Subtotal:	\$ 710.98
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 7.91
			GC Subtotal:	\$ 7.91

10% OH&P on subs	\$ 71.10
10% OH&P on GC	\$ 0.79
TOTAL:	\$ 791.00

Approved:

- Jan u

# PLUMBING & HEATING OF WILLMAR, INC. 2101 Highway 12 West Willmar, MN 56201 Phone: 320-235-4962 Fax: 320-235-7652

TO:BRENNAN COMPANIESFROM:MIKE SIXTAATTN:JOHN VAN DYCKDATE:01/11/2021PROJECT:MARSHALL MUNICIPAL

#### FTR Elevator:

Labor	\$540.00
Materials	\$297.42
Deduct	
Labor - 3 Hours	\$(270.00)
Materials	\$(75.52)
Subtotal	\$474,48
10% Profit	\$ 47.50
Insulation Sub	\$180.00
5% Profit	<u>\$ 9.00</u>
	TOTAL \$710.98

Plumbing & Heating of Willmar, Inc.

The Sto

Michael C. Sixta

NOTE: This quote is valid for 30 days.

Please sign and return if accepted:

Signature	
Date	



**DATE:** March 2, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

**FROM:** John van Dyck; Brennan Construction

**RE:** Marshall Municipal CR 33 Revision 3; Costs related to RFI 50

Contractor	tractor Item Description		Material	Total
Subcontractors:				
Willmar PH	Plumbing changes per RFI 50			\$ 2,793.00
			Subs Subtotal:	\$ 2,793.00
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 28.21
			GC Subtotal:	\$ 28.21

0% OH&P on subs	\$ -
0% OH&P on GC	\$ -
TOTAL:	\$ 2,821.00

Approved:

John a

## PLUMBING & HEATING OF WILLMAR, INC. 2101 Highway 12 West Willmar, MN 56201

Phone: 320-235-4962 Fax: 320-235-7652

TO: BRENNEN CONSTRUCTION

FROM: MIKE SIXTA

ATTN: JOHN VANDYCK

DATE: 02/25/2021

PROJECT: MARSHALL MUNICIPAL BUILDING

RF1 #50

Price for Pedestal Radiation in Rooms 217 & 222;

Labor & Material \$2,793.00 10% Profit <u>\$279.00</u> TOTAL CHANGE ADD <del>\$3,072.00</del>

Plumbing & Heating of Willmar, Inc.

-M.S.D

Michael C. Sixta

NOTE: This quote is valid for 30 days.

Please sign and return if accepted:

Signature	
Date	



**DATE:** April 1, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

**FROM:** John van Dyck; Brennan Construction

RE: Marshall Municipal CR 36; Costs related to ASI 07

Contractor	Contractor Item Description		Material	Total
Subcontractors:				
Red River	Costs related to ASI 07			\$ 1,009.00
			Subs Subtotal:	\$ 1,009.00
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 10.09
			GC Subtotal:	\$ 10.09

10% OH&P on subs	\$ 100.90
10% OH&P on GC	\$ 1.01
TOTAL:	\$ 1,121.00

Approved:

John a

# **PROPOSED CHANGE ORDER**

CCN # Date: Project Name: Page Number: E18 3/31/2021 MARSHALL MUNICIPAL CENTER 1 Red River Electric Inc.

"A Tradition of Quality"

Client Address:

Brennan Construction of MN, Inc Contact: John van Dyck 125 E Walnut St Suite 240 Mankato, MN 56001 3345 43rd St S Moorhead, MN 56560 Telephone: 218 236 0502 Fax: 218 233 3483 Contact: Lee Hiller E-mail: leeh@redriverelectric.com

#### Work Description

1. Install one H1 fixture from room 100 in elevator equipment room 112. If foot candles do not reach 19 fc, an additional H1 fixture will be \$500 in addition to this CO.

2. East wall room 124, pull data wire out of box, label and coil data cable above ceiling tile. Blank off data box and blank off power box behind removable fin tube cover.

3. North walls, rooms 327 & 321, pull data wire out of box, label and coil above ceiling tile. Blank off data box and blank off power box behind removable fin tube cover. (4) locations.

4. South wall, room 350, install new box above fin tube cover between windows and extend power and data to new boxes. (2) locations.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only to the price change in the extra work and we reserve the right to claim for impact and consequential costs and for changes in time to the job schedule.

This price is good for acceptance within 10 days from the date of receipt.

Acceptance of the quote will add \_\_\_\_ day(s) to the project schedule.

#### Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	LaborU	Total Hrs.
1/2" CONDUIT - EMT	2	20.86 C	0.42	2.50 C	0.10
1/2" CONN SS STL - EMT	4	16.52 C	0.66	10.00 C	0.80
1/2" COUPLING SS STL - EMT	0	19.44 C	0.00	0.00 C	0.00
1/2" 1-H STRAP - EMT - STEEL	2	24.39 C	0.49	6.13 C	0.25
#12 THHN BLACK	10	162.76 M	1.63	3.75 M	0.07
#12 THHN SOLID GREEN	3	140.38 M	0.42	6.75 M	0.04
WIRE NUT RED 512	4	15.51 C	0.62	28.00 M	0.22
LABEL - RACK	5	0.00 C	0.00	3.75 C	0.38
LABEL - OUTLET	5	0.00 C	0.00	3.75 C	0.38
LABEL - CABLE	10	0.00 C	0.00	3.75 C	0.75
4x 2 1/8" SQ BOX TKO BRKT RACO 235	2	181.67 C	3.63	28.75 C	1.15
4" SQ 1G PLSTR RING 3/4" RISE	2	50.50 C	1.01	3.13 C	0.13
GROUNDING SCREW	2	5.90 C	0.12	2.50 C	0.10
#10x 1 P/H SELF-TAP SCREW	10	9.36 C	0.94	3.75 C	0.75
7.31" Lx 0.184" W - 1.750" BUNDLE NYLON CABLE TIE -	5	13.61 C	0.68	6.25 C	0.63
1G TGL SWITCH PLATE - 302 S/S	10	107.52 C	10.75	3.75 C	0.75
Totals	76		21.36		6.48

# **PROPOSED CHANGE ORDER**

Date:	3/31/2021
Project Name:	MARSHALL MUNICIPAL CENTER
Page Number:	2

#### Summary

General Materials		21.36
Material Tax	(@ 7.500 %)	1.60
Material Total		22.96
JOURNEYMAN	(6.48 Hrs @ \$111.00)	719.28
TRAVEL MILEAGE (Pro rated per week)	(6.48 @ 0.00 @ \$2.79 + 0.000 % + 0.000 % + 0.000 %)	18.08
TRAVEL TIME (Pro ratd per week)	(6,48 @ 0.00 @ \$8.50 + 0.000 % + 0.000 % + 0.000 %)	55.08
ROOM & BOARD (Pro rated per week)	(6.48 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)	32.40
PER DIEM	(6.48 @ 0.00 @ \$4.00 + 0.000 % + 0.000 % + 0.000 %)	25.92
Subtotal		873.72
Overhead	(@ 10.000 %)	87.37
Markup	(@ 5.000 %)	48.05
Subtotal		1,009.14
Final Adjustment		-0.14

#### **Final Amount**

## \$1,009.00

CONTRACTO	R CERTIFICATION	1		
Name: Date: Signature:	(b)	3/31	121	

I hereby certify that this quotation is complete and accurate based on the information provided

## CLIENT ACCEPTANCE

CCN #: E18 Final Amount:\$1,009.00 Name: Date:	
Signature: Change Order #:	I hereby accept this quotation and authorize the contractor to complete the above described work



DATE: September 27, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

**FROM:** John van Dyck; Brennan Construction

**RE:** Marshall Municipal CR 37 Revision 2; Costs related to LL Footings

Contractor	Item Description	Labor	N	laterial	Total
Subcontractors:					
			Subs	Subtotal:	\$ -
Brennan Companies:					
Brennan Companies	Bond Change @ 1%				\$ 60.15
Brennan Companies	Labor and Materials	\$ 2,600.00	\$	2,808.41	\$ 5,408.41
			GC	Subtotal:	\$ 5,468.56

10% OH&P on subs	\$ -
10% OH&P on GC	\$ 546.86
TOTAL:	\$ 6,015.00

Approved:

the c



5027 Commercial Circle Suite C Concord CA 94520 United States

# **Sales Quote**

Quantity

Date Estimate # Project Shipping Method FOB

Freight - UPS

3/5/2021

ES3518

Bill To	Ship To
Brennan Companies Marshall MN 56258 United States	Brennan Companies Marshall MN 56258 United States
Item Number	Description
USG-QTOP-G-56PAL	USG Quick-Top (Gray) Self-Leveling Underlayment - Full Pallet (56)

Subtotal	1,791.95
Shipping Cost (Freight - UPS)	663.08
Total	\$2,455.03

1,791.95

Extension

1,791.95

Unit Price

1





**DATE:** May 4, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

- **FROM:** John van Dyck; Brennan Construction
- RE: Marshall Municipal CR 41; Extra Interior Signage

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Construction Supplies Inc	1 added sign			\$ 70.00
		]		
		7	Subs Subtotal:	\$ 70.00
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 8.60
		]		
			GC Subtotal:	\$ 8.60

81 approved - there were 80 in specs	

John a

10% OH&P on subs	\$ 7.00
10% OH&P on GC	\$ 0.86
TOTAL:	\$ 86.00

Approved:



DATE: September 24, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

**FROM:** John van Dyck; Brennan Construction

RE: Marshall Municipal CR 43 Revision 2; Winter Conditions

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Van Minsel	Exterior Winter Condition heating and sheltering		26,038.12	\$ <del>36,013.12</del>
СНІ	Interior heating equipment reantla			\$ 4,155.41
			30,193.53	
			Subs Subtotal:	<u>\$ 40,168.53</u>
Brennan Companies:				
Brennan Companies	Bond Change @ 1%	_	301.94	\$ <u>446.77</u>
		-	GC Subtotal:	\$ 446.77

	3019.35	10% OH&P on subs	\$ <del>4,016.85</del>
	30.19	10% OH&P on GC	\$ <del>44.68</del>
		TOTAL:	\$ <u>44,677.00</u>
Approved:			33.545.00

Page 168

## VanMinsel Bros Construction, LLC

PO Box 611 Spring Grove, MN 55974

## Phone # 507-421-6777

#### Bill To

Brennan Construction

			Job description
		Marsha	ll Winter Conditions
Description	Rate	Qty	Amount
Man Hours to pull plastic, setting up extra scaffolding and bracing, setting up heaters, maintaining shelters, daily extra time starting up and shutting down	90.00	332.5	29,925.00
PropaneReinforced PolyHardboardTie wireLPLPScrewsDrill BitsLath, screws and bitsLPForklift RentalLP 100lb CylinderLumber and screwsScrews and bitsExtension cord20# LP Cylinder20# LP Cylinder20# LP Cylinder20# LP CylinderScaffoldingTotal Reimbursable ExpensesMarkup	798.87 541.20 229.35 6.43 933.40 361.50 14.18 20.05 30.12 1,302.09 1,040.73 3,078.01 64.43 56.67 20.53 67.64 15.82 15.82 15.82 3,078.01 1,472.00 10% 5.00%		$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$
Total Reimbursable Expenses		Tetel	6,088.12 <del>13,820.80</del>
		Total Payments/Cred	lite
Item 14. Pag	ge 1	Balanco Du	Page 169

# Invoice

Date	Invoice #	
4/5/2021		
	6126	

**Balance Due** 

## VanMinsel Bros Construction, LLC

**PO Box 611** Spring Grove, MN 55974

## Phone # 507-421-6777

# Bill To Brennan Construction

			Job description
		Mars	hall Winter Conditions
Description	Rate	Qty	Amount
Winter Equipment Mobilization	1,500.00		-1,500.00-
		Total	36,013.12 \$ <del>45,245.80</del>
(and dd		Payments/Cre	
ltem 14.	Page 2	Balance D	Page 170     UE   \$45,245.80

# Invoice

Date	Invoice #
4/5/2021	
4/3/2021	6126



	MAJOR	SUB	(TOTAL UNITS)	DOL	LARS	CENT	S  1/10	AWOU	
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SOLD BY MERCHANDISE RECEIVED BY	PAYN	ENT R	ECEIVED BY			OF CO	-	798.	87



2025 Centre Pointe Blvd., Suite 300 Mendota Heights, MN 55120-1221

# INVOICE

541047

Customer Number	Invoice Number	Billing Date	Due Date
22169	541047	12/28/2020	01/27/2021
	Amount Due	\$5,98	39.42
	Amount Paid		

3646 1 MB 0.439 E0371X 10448 D7036899991 S2 P7942961 0001:0001

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VAN MINSEL BROS CONSTRUCTION LLC PO BOX 611 SPRING GROVE MN 55974-0611

#### Remit To:

Cemstone Products Co., Inc. BIN # 131462 PO BOX 1414 Minneapolis MN 55480-1414 (651) 688-9292

Invoice

Please return top portion with your payment. Make checks payable to: Cemstone Products Co., Inc.

			1991 ( CL 2 CL		
		A	mount Due	\$5,	989.42
		E	Billing Date	12/2	28/2020
			Due Date	01/2	27/2021
Order Terms Project		De	livered To	PO	Number
449008 NET 30 DAYS 22169-MARSHALL MUNICIPAL BU	IILDING	344 STREE	WEST MAIN T MARSHAL MN	L, M	arshall
Ship Date Plant Ticket Item Description	Quan	ntity	UM	Price	Ext Price
2/28/2020   068   0000449008   9329844   REINF POLY 40FTX100FT 6 Mil 16/pallet     9344219   POINTING MASTIC 1 QUART TUBE (29 OZ)   9354676   DRIP EDGE ST/ST 3" X 8 FT 26 GA     9369595   2-SEAL WIRE TIE 4 INCH HOT DIP   9369596   2-SEAL CHUCK ADAPTOR     9378027   T2-ALUM TERM BAR 14 GA 1" X 8FT 8" OC   9381257   TOTAL FLASH 18" X 50' PVC 2/BOX     9381263   2-SEAL THERM 2 INCH BARREL-METAL-   9381397   MORTAR NET WALL DEF 1.5 INX10 INX5	4 1,0 8	3.00 24.00 96.00 00.00 4.00 80.00 5.00 75.90 60.00	Roll Each LinFt Each Each LinFt Box Each Each	\$168.00 \$10.95 \$0.98 \$0.25 \$11.95 \$0.65 \$450.00 \$1.49 \$4.95	\$504.00 \$262.80 \$486.00 \$250.00 \$47.80 \$52.00 \$2,250.00 \$1,303.75 \$297.00
068DELIVERY FT 20 DELIVERY CHARGE		1.00	Each	\$150.00	\$150.0

Subtotal:	\$5,603.43
Tax: • •	\$385.99
Total:	\$5,989.42

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MENARD	<b>9</b> *
MARSHALL 1500 BOYER DR MARSHALL, MN 5625	8
Not valid for rebate submission	ons
Allowable returns for items on this will be in the form an in store c voucher if the return is done a 03/29/21	redit
1/8(1/8CAT)4X8 HARDBOARD S2S 1291164 30@\$7.12	\$213.60
2"-4X8 EXTRUDED R-10 FOAM 25 PSI	
1631291 48@\$24.28	\$1,165.44
Subtotal Taxes and Fees	\$1,379.04 \$101.70
Total	\$1,480.74
Payment Method(s) Used: Menard Card - 0845 Job # or Name : 0	\$1,480.74
47821 01 1220 12/29/20 03:43 P	M 3270

MENARD	3°
MARSHALL 1500 BOYER DR	
MARSHALL, MN 56258	3
Not valid for rebate submission	s
Allowable returns for items on this r will be in the form an in store cre voucher if the return is done aft 03/31/21	dit
REBAR TIE WIRE ROLL 340FT852003	
1831060 1@\$5.99	\$5.99
Subtotal Taxes and Fees	\$5.99 \$0.44
Total	\$6.43
Payment Method(s) Used:	\$6.43
Menard Card - 0845 Job # or Name : city hall	

Cooperativ t Main Stre 1, MN 5625 -532-9686 :ket 240 Customer , MN Aaron Mors 309ME -1 D0018.LP D0018 L-18-2021/1 Price	et 8
Customer , MN Aaron Morse 309ME -1 20018.LP 20018 L-18-2021/1	
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Page 175

Milling EN DATE: 01/23/2021 TIME: 07:27:09 20 CHS PAYMENT SOLUTIONS AG PLUS COOPERATIVE 1100 E MAIN STREET :16:42 MARSHALL MN 56258 (507)532 5686 990428 - 0520 230.1 ALLONS SHIF1# 1 BATCHIN 520 1 ;0.0°F TYPE: MASTERCARD MANUAL ENTRY CASH ACCTII: XXXXXXXXXXXXX8952 TRANH: 520 - 001 TRAN TYPE: SALE CHARGE AUTHII: 809036 SCHEDULE DELIVERY 1.00 MISC MDSE 361.50 CONTRACT TOTAL: \$361.50 CAP UCA % BEFORE Cardholder's Signature AFTER I AGREE TO PAY ABOVE TOTAL AMOUNT ACCORDING TO CARD ISSUER AGREEMENT OF TANKS FILLED CHARGE UAC THANK YOU! PLEASE COME AGAIN CUSTOMER COPY PDO #: Tank ID: UULL Aaron Morgan Cust ID: 00018 Date/Time: 01-22-2021 14:41:11 Qty Unit Price Share LP Gas Business 230.10 Gal 1.4700 338.25 Subtotal 338.25 Tax 23.25 Prepaid Amt 0.00 Total Due 361.50 Due Date 02/20/2021 Endins Fill %: 80.00 VAn Minsel VAN, Box 611 Spring Grove, Mn 55974 CONST SIGN HERE SIGNATURE Item 14.

Page 176

MARSHALL 1500 BOYER DR	
MARSHALL, MN 562	58
Not valid for rebate submissi	ons
Allowable returns for items on this will be in the form an in store of voucher if the return is done a 04/25/21	redit
TEKS 10X1" HWH/DRILL PT 21328 2328098 1@\$6.36	\$6.36
	\$6.85
2328099 1@\$6.85 Subtotal	\$6.85 \$13.21 \$0.97
2328099 1@\$6.85 Subtotal Taxes and Fees	\$13.21
TEKS 10X1-1/2 HWH/DRILL 21332 2328099 1@\$6.85 Subtotal Taxes and Fees Total Payment Method(s) Used: Menard Card - 0845 Job # or Name : 0	\$13.21 \$0.97

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MENAR	DS°
MARSHALL 1500 BOYER DI MARSHALL, MN 56	· · · · · ·
Not valid for rebate submi	ssions
Allowable returns for items on will be in the form an in stor voucher if the return is dor 04/13/21	re credit
12-3 100' ALL-WEATHR CORDEHCEXTC1203100B 3700093 1@\$69.99	\$59.49
12-3 100' ALL-WEATHR CORDEHCEXTC1203100B 3700093 -1@\$69.99	(\$59.49)
SDS+DRILLBIT 5/8"X12" HC2104	
BOSCH 2522345 1@\$21.97	\$18.67
Subtotal Taxes and Fees	\$18.67 \$1.38
Total	\$20.05
Payment Method(s) Used: Menard Card - 0845 Job # or Name : 0	\$20.05
4098 06 8046 01/13/21 09:03	AM 3270

MENARD	3°
MARSHALL 1500 BOYER DR MARSHALL, MN 56258	
Not valid for rebate submission	5
Allowable returns for items on this re will be in the form an in store cre voucher if the return is done afte 04/12/21	dit
1-1/2 WHITE SELFDRILL SCR1LB	
BOX #12 2299534 1@\$5.29	\$4.50
1-1/2 WHITE SELFDRILL SCR1LB BOX #12 2299534 1@\$5.29	\$4.50
1-1/2 WHITE SELFDRILL SCR1LB BOX #12	C.L.F.
2299534 1@\$5.29 4' WOOD LATH 50 PCS/ BUNDLE 1022948 1@\$18.48	\$4.50
ADJUSTABLE BRICK TONGS BC384 2449097 1@\$19.99	\$16,99
ADJUSTABLE BRICK TONGS BC384 2449097 1@\$19.99	\$16.99
ADJUSTABLE BRICK TONGS BC384 2449097 1@\$19.99	\$16.99
IMPACT 5/16" X 1-7/8" 1PKITNS516 BOSCH 2526828 1@\$2.99	\$2.54
MPACT 5/16" X 1-7/8" 1PKITNS516	92.04
BOSCH 2526828 1@\$2.99	\$2.54
Subtotal Taxes and Fees	\$88.03 \$6.49
Total	\$94.52
Payment Method(s) Used: Menard Card - 0845	\$94.52
47824 07 9271 01/12/21 08:58 AM :	

ų,

CHS PAYMENT SOLUTIONS   CANBY, MN 56220 (507) 223-7241     SALE # 25005 DATE 02/08/21 15: 54: 42 COUNT: START 0-0 END 345-2   1160 E MAIN STREET MARSHALL NN 56258   : 02/08/21 16: 14:14:14:14:14:14:14:14:14:14:14:14:14:1	AGPL	LIS 1100 EAST MAIN 1204 ST OLAF AVE N MARSHALL, MN 56258 CANBY, MN 56220 (507) 532-9686 (507) 223-7241	UHIE: 02709/2021 TIME: 10:44:39 1204 ST OLAF AVE N
AB Plus Cooperative 1100 East Main Street Marshall, MY SC258 S07-532-9685 Ticket 504 Warmer S07-532-9685 Ticket 504 Warmer S07-532-9685 Ticket 504 Warmer S07-532-9685 Ticket 504 Warmer S07-532-9685 Ticket 504 Warmer S07-532-9685 TornL: \$1.000 Warmer Warmer S07-532-9685 TornL: \$1.000 Warmer Le microsof Warmer S07-532-9685 TornL: \$1.000 Warmer Le microsof Warmer Le microsof Le mi	1	SALE # 25005 DATE 02/08/21 15:54:42     COUNT: START 0.0 END   345.2     NET DELIVERY   345.2 GALLONS     1075   PROPANE   LPG   1	- CHS PAYMENT SOLUTIONS AG PLUS COOPERATIVE 1100 E MAIN STREET MARSHALI NN 56258 (507)5.32 9686 990428 (657) SHIFTH 1 BATCHH 537 TYPE: MOSTEPTORD
Conserver Ushicla: 309NE   Commartment #: -1 -1   POD #: Tank ID: 00018.LP   Raron Morsan Cust ID: 00018   Cust ID: 00018 0018   Other Time: 02-08-2021/15:17:42 00018   Other Time: 02-08-2021/15:17:42 00018   Other Time: 02-08-2021/15:35:35 00018   Other Time: 02-08-2021/15:35:35 00018   Other Time: 02-08-2021/15:35:35 00018   Other Time: 02-08-2021/15:35:35 02-08-2021/15:35:35   Other Time: 02-08-2021/15:35:35 02-08-2021/15:35:35   Other Time: 02-08-2021/15:35:35 02-08-2021/15:35:35   Other Time: 02-08-2021/15:35:35 02-08-2021/15:35:35   Subtotal 507.44 Subtotal 710-89   Tax 348-87 Premaid Amt 0-00   Total Due 542:33 Premaid Amt 0-00   Total Due 542:33 Due Date 03/20/2021   Due Date 03/20/2021 Due Date 03/20/2021   Van Mun Kel Van Mun Kel	CHARGE SCHEDULE DELIVERY CONTRACT CAP UCA % BEFORE % AFTER # OF TANKS FILLED	1100 East Main Street Marshall, MN 56258 507-532-9686 Ticket 504 1 Cash Customer , MN	ACCTH:: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	CHARGE UAC	Vahicle: 309ME Compartment #: -i PDO #: Tank ID: 00018.LP Aaron Morgan Cust ID: 00018	CUSTOMER CUPY -1 Raron Morsan Cust ID: 00018
Subtotal 507.44 Tax 34.89 Prepaid Ant 0.00 Total Due 542.33 Due Date 03/20/2021 Ending Fill 2: 80.00 Van Munsel Van Munsel Van Munsel		LP Gas Business	LP Gas Business
1302.09		Tax 34-89 Prepaid Amt 0-00 Total Due 542-33 Due Date 03/20/2021	Subtotal 710.89 Tax 48.87 Prepaid Amt 0.00 Total Due 759.76 Due Date 03/20/2021
		Van Minsel	
SIGNATURE SIGN HERE			1302.09

ltem 14.

Page 180
DATE: 02-15-2021	TIME: 15:38:57		TIVE OLAF AVE N Y, MN 56220
AG PLUS 1100 E MARSHAL (507) 99042 Sł	NT SOLUTIONS COOPERATIVE MAIN STREET L MN 56258 532-9686 8 - 0543 IIFTN 1 ICH# 543	TE 02/15/2 0 END	223-7241 21 09:48:24 601.1 1.1 GALLONS LP6 1
TYPE: MASTERCARD ACCTII: XXXXXXXXXXXX	MANUAL ENTRY X8:352	) TO	60.0°F
TRAN TYPE:	543 005 SALE 878876 1040.73	Cooperation Main Street, MN 5625 32-9686	et
тот	AL: \$1040.73		
I AGREE TO PA ACCORDING TO	der's Signature AV ABOVE TOTAL AMOUNT CARD ISSUER AGREEMENT THANK YOUL SE CONSTAGAIN	et 595 Justomer MN ron Mors 9ME	ian
- cust	омск сору	1.00	
	Aaron Morsan Cust ID: Date/Time:	00018.LP 00018 02-15-2021/	
	Qty Unit	Price	Share
	LP Gas Busines 601.10, Gal	1.6200	973-78
ی ب	Subto Prepaid Total Due D	Tax Ant Due	973+78 66+95 0+00 1040+73 /20/2021
	Ending Fill'%	-80.00	
MATSH	Van Minse Ari ang r Pol co	1	
		24	

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ltem 14.

Page 181

3

							1	-529300-	2
Henning	Rental, Inc.						1.1. E. I. C. I. C	INVOICE	
80063 H							Rent Date:	1/19/20	21 8:00 AM
P.O. Box							Invoice Date:	2/17/2	021
	, MN 56143						Payment Due:	2/17/2	021
(507) 847							Order Terms:	Due On	Receipt
	7-4055 FAX						PO #:		
(507) 847	-4055 FAX						Job #:		
	Customer Information anminsel Bros LLC .O. Box611	-	]		Ship To: DFLT ADDF V Main Street hall, MN 56258	RESS			
S	pring Grove, MN 55974		Ship VIA	L	Customer Email	ICe	Il Phone #	Fax Ph	one #
Live Co.			Grip Viz		Customer Email		07) 421-6777	Tax Fi	one #
Customer #	Authorized Contact Name	Co	ntact Phor	ne # Sale	s Person Name		Employee Na	me	
8711							Ben		
Description		Qty Out	Qty. In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
Item ID: 1 Ren Seri	nt Date: 1/19/2021 8:00 AM ial: 0160062352	1	Ţ	\$300.00 << Rental>>	\$900.00	\$2700.00	\$2700.00	~	\$2700.00
** Ir	el Charges: 0.000 @ \$2.50 nterval .Out: 2791,500 - In: 27 arges:	91.500 - Usec	0.000		0.000 Units Billed @	\$0.00			\$0.00 \$0.00
Lull Platform, 9.	5' long, 4' wide	1	1	\$20.00	\$60.00	\$180.00	\$180.00	~	\$180.00
Item ID: 4	183			< Rental>>					
	t Date: 1/19/2021 8:00 AM								
Ser	ial: M008496								
Order Notes:		<< CYCLE I	BILLED FO	OR 01/19/2021	THROUGH 02/16/20	021 >>>			
Customer esti Deliver to: 344 W Main S Marshall, MN									

rder Terms: By signing below, I (hereinafter lessee) certify th	at I have read and agree to	o all of the Terms and Conditions printed on the revers	se side of this Rental Agreem	ent Contract.
		HOURS:	Rental Charges:	\$2,880.00
		Monday - Friday 8:00am -5:30pm Saturday 8:00am - 12:00pm	Sub Total:	\$2,880.00
		Closed Sundays	Tax:	\$198.01
Customer Signature			Order Total:	\$3,078.01
			Amount Paid:	\$0.00
Customer Name (Printed)	Date		Amount Due:	\$3,078.01
Item 14.				Page 182
sion: 0 Revised By: Closed By:Ben		Thank You For Your Business! inted: Wednesday, February 17, 2021 3:53 PM		Pag

DATE: 02/17/2021 .TIME: 07:15:0	8 ST OLAF AVE N NBY, MN 56220 07) 223-7241	1	230	5
CHS PAYMENT SOLUTIONS AG PLUS COOPERATIVE 1100 E MAIN STREET MARSHALL NN 56258 (507)532-5686 939428 0545 SHIFTN 1 BATCHN 545				
TYPE: MASTERCARD MANUAL 6 ACC'11: XXXXXXXXXXXXXXX	ENTRY 57			
TRANIL 545 001 TRAN TYPE: SALE AUTHIL: 883013			DAT	
1.00 MISC MUSE	64.43		1	
TOTAL: \$64	.43		CREDIT CREDIT 4	ADJ.
XCardholder's Signature			94 7 TRUCK	95
L I AGREE TO PAY ABOVE TOTAL AMOU ACCORDING TO CARD ISSUER AGREEM	INT RACT		BUDO	ET
(HANK YOU!	Y UNI S) Ş	CENTS	AMOUN	
PLEASE COME AGAIN		1		-
L.F CUSTOMER COPY		1		
L.F			-	1
L.P. GAS - CYL 100 tcyl.	23.6	1	60	00
				1
CASH DISCOUNT		100		h
SALES TAX			11	43
Thank You For Your Busine	TANK SIZE	• Ø	64	43
% BEFORE		-		
ABOVE DEPOSIT MADE IN ACCOR	AFTER _	AW PRO	VISIONS	_
AUTOMATICALLY TEMPERATURE	CORRECTED TO 6	0 DEGR	EES F.	
IGN HERE				
	SIGNATURE			

MENARD	<u>9</u> *
MARSHALL 1500 BOYER DR MARSHALL, MN 56258	в
Not valid for rebate submission	ns
Allowable returns for items on this will be in the form an in store cr voucher if the return is done af 05/04/21	edit
10 X 3-3/4 CONST SCREW 6 LOBE 1	\$3.79
2303132 1@\$3.79 2X4-8' STUD/#2+BTR SPF CONST./FRAMING 1021101 8@\$5.50	\$44.00
T25DBLENDBITS5PK DRIVE BIT 2520937 1@\$4.99	\$4.99
Subtotal Taxes and Fees	\$52.78 \$3.89
Total	\$56.67
Payment Method(s) Used: Menard Card - 0845 Job # or Name : city hall	\$56.67
52908 02 5255 02/03/21 01:48 P	M 3270

MARSHALL 1500 BOYER D	P
MARSHALL, MN 5	
Not valid for rebate subn	nissions
Allowable returns for items or will be in the form an in str voucher if the return is do 05/04/21	ore credit
16X4 EX LAG SCREW 1CT 2303953 17@\$0,89	\$15.13
DBL-END DRIVE BIT T30 MASTERFORCE 3PC	\$3.99
2527216 1@\$3.99 Subtotal	\$19.12 \$1.41
2527216 1@\$3.99 Subtotal Taxes and Fees	
Subtotal Taxes and Fees Total Payment Method(s) Used: Menard Card - 0845 Job # or Name : City Hall	\$1.41

MARSHALL 1500 BOYER I	
MARSHALL, MN	
Not valid for rebate sub	missions
Allowable returns for items of will be in the form an in s voucher if the return is of 05/19/21	tore credit
	PG-
123100MLP	PG- \$62.99
123100MLP 3700572 1@\$62.99 Subtotal	
123100MLP 3700572 1@\$62.99 Subtotal Taxes and Fees	\$62.99 \$62.99
100' 12/3 PLUG LOCKER YW P 123100MLP 3700572 1@\$62.99 Subtotal Taxes and Fees Total Payment Method(s) Used: Menard Card - 0845 Job # or Name : 0	\$62.99 \$62.99 \$4.65

MENAR	e e e
MARSHALL 1500 BOYER DR MARSHALL, MN 56	
Not valid for rebate submis	sions
Allowable returns for items on t will be in the form an in stor voucher if the return is don 05/12/21	e credit
LP TANK EXCHANGE PROPANE	
2759001 1@\$15.82	\$15.82
Subtotal Taxes and Fees	\$15.82 \$0.00
Total	\$15.82
Payment Method(s) Used:	\$15.82
Menard Card - 0845	

MARSHALL 1500 BOYER DR	
MARSHALL, MN 56	258
Not valid for rebate submis	sions
Allowable returns for items on the will be in the form an in store voucher if the return is done 05/13/21	credit
LP TANK EXCHANGE PROPANE	
	\$15.82
2759001 1@\$15.82 Subtotal	\$15.82 \$15.82 \$0.00
2759001 1@\$15.82 Subtotal Taxes and Fees	\$15.82
LP TANK EXCHANGE PROPANE 2759001 1@\$15.82 Subtotal Taxes and Fees Total Payment Method(s) Used: Menard Card - 0845	\$15.82 \$0.00

MARSHALL	
1500 BOYER D	
MARSHALL, MN 5	0258
Not valid for rebate subm	nissions
Allowable returns for items or will be in the form an in str voucher if the return is do 05/17/21	ore credit
LP TANK EXCHANGE PROPANE	
2759001 1@\$15.82	\$15.82
	\$15.82
Taxes and Fees	\$0.00
Subtotal Taxes and Fees Total Payment Method(s) Used: Menard Card - 0845	\$15.82 \$0.00 \$15.82 \$15.82

							1	-529300-	3
Henning	Rental, Inc.							INVOICE	
80063 H							Rent Date:	2/16/20	21 8:00 AM
P.O. Box	•						Invoice Date:	3/17/2	021
	, MN 56143						Payment Due:	3/17/20	021
(507) 84							Order Terms:	Due On	Receipt
							PO #:		
(507) 84	7-4055 FAX						Job #:		
P	Customer Information anminsel Bros LLC .O. Box611	-	]	344 V	Ship To: DFLT ADDR / Main Street all, MN 56258				
S	pring Grove, MN 55974		Ship VIA		Customer Email	Cel	Phone #	Fax Ph	one#
<u> </u>		2			Customer Entail		7) 421-6777	i ax i ii	
Customer #	Authorized Contact Name	Co	ntact Phor	e # Sale	Person Name		Employee Nan	ne	
8711							Ben		
Description		Qty Out	Qty. In	Daily	Weekly	Monthly	Per Unit	Taxable	Extended
Item ID. Rei Sei	nt Date: 2/16/2021 8:00 AM ial: 0160062352	1	1	\$300.00 << Rental>>	\$900.00	\$2700.00	\$2700.00		\$2700.0
** h	el Charges: 0.000 @ \$2.50 hterval Out: 2791.500 - In: 2791.5 arges:	00 - Used	: 0.000		0.000 Units Billed @ \$	\$0.00			\$0.0 \$0.0
	5' long, 4' wide	1	1	\$20.00	\$60.00	\$180.00	\$180.00	~	\$180.0
Item ID: 4				< Rental ->>					
	nt Date: 2/16/2021 8:00 AM ial: M008496								
Order Notes:	~~~	CYCLE I	BILLED FO	OR 02/16/2021	HROUGH 03/16/20	)21 >>>			
Customer est Deliver to: 344 W Main S Marshall, MN									

	HOURS:	Rental Charges:	\$2,880.00
	Monday - Friday 8:00am -5:30pm Saturday 8:00am - 12:00pm	Sub Total:	\$2,880.00
	Closed Sundays	Tax:	\$198.01
Customer Signature		Order Total:	\$3,078.01
		Amount Paid:	\$0.00
Customer Name (Printed) D		Amount Due:	\$3,078.01

#### 11:42 AM 04/23/21

Date

### VanMinsel Bros Construction, LLC Time by Job Detail

December 1, 2020 through April 23, 2021

Duration

Brennan Construction:Marshall Muni

Name

North Shelter 8:00 12/22/2020 Lee T Huston Abel M Romandia 12/22/2020 8:00 12/28/2020 Kenneth W May 2:00 Maintain Shelter & Conditions 12/30/2020 Kenneth W May 2:00 12/31/2020 Kenneth W May 2:00 01/01/2021 Kenneth W May 2:00 01/01/2021 Austin J Maxwell 1:00 01/04/2021 Shelter and extra Shane M Seiler 4:00 scaffolding and bracing 01/04/2021 Kenneth W May 4:00 01/05/2021 Shane M Seiler 8:00 Grid 2-7 01/05/2021 Kenneth W May 8:00 01/05/2021 Austin J Maxwell 8:00 Maintain Shelter 01/06/2021 Kenneth W May 2:00 & Conditions 01/07/2021 Kenneth W May 2:00 01/08/2021 Kenneth W May 2:00 01/08/2021 Austin J Maxwell 2:00 Remove Shelter & extra scffolding and bracing 01/11/2021 Abel M Romandia 8:00 Grid 2 - 7 01/11/2021 Kenneth W May 8:00 Set up Shelter & extra scaffolding and bracing Shane M Seiler 01/11/2021 8:00 Grid 0 - 2 01/11/2021 Austin J Maxwell 8:00 Maintain shelter 01/12/2021 Kenneth W May 2:00 & conditions 01/12/2021 Austin J Maxwell 2:00 01/14/2021 Kenneth W May 2:00 01/15/2021 Kenneth W May 2:00 01/18/2021 Kenneth W May 4:00 01/18/2021 Austin J Maxwell 2:00 01/18/2021 Shane M Seiler 2:00 Remove shelter & extra scaffolding and bracing 01/19/2021 Shane M Seiler 8:00 Grid 0-2 01/19/2021 Kenneth W May 8:00 Set shelter & extra scaffolding and bracing 01/21/2021 Shane M Seiler 8:00 SE corner 01/21/2021 Kenneth W May 8:00 Shane M Seiler 01/22/2021 6:00 01/22/2021 Kenneth W May 4:00

## VanMinsel Bros Construction, LLC Time by Job Detail

December 1, 2020 through April 23, 2021

Date	Name	Duration	
01/22/2021	Kenneth W May	1:00	Maintain shenter and conditions
01/25/2021	Shane M Seiler	2:00	
01/25/2021	Austin J Maxwell	1:00	
01/26/2021	Shane M Seiler	2:00	
01/27/2021	Jameson A Selbo	2:00	
01/27/2021	Shane M Seiler	2:00	
01/27/2021	Austin J Maxwell	1:00	
01/28/2021	Jameson A Selbo	2:00	
01/29/2021	Jameson A Selbo	2:00	
01/29/2021	Austin J Maxwell	2:00	
02/01/2021	Jameson A Selbo	2:00	
02/01/2021	Austin J Maxwell	1:00	
02/02/2021	Jameson A Selbo	2:00	
02/03/2021	Jameson A Selbo	2:00	
02/03/2021	Austin J Maxwell	1:00	
02/04/2021	Jameson A Selbo	8:00	Set shelter & extra scaffolding and bracing Entry
02/04/2021	Gustavo A Ortiz Maya	8:00	
02/04/2021	Jose G Ortiz Vargas	8:00	
02/05/2021	Jameson A Selbo	5:00	
02/05/2021	Jose G Ortiz Vargas	3:00	
02/05/2021	Gustavo A Ortiz Maya	3:00	
02/08/2021	Abel M Romandia	8:00	Ste shelter & scaffolding and bracing
02/08/2021	Jameson A Selbo	8:00	front window area
02/08/2021	Kenneth W May	8:00	
02/08/2021	Shane M Seiler	8:00	
02/09/2021	Jameson A Selbo	2:00	Maintain shelter and conditions
02/09/2021	Gustavo A Ortiz Maya	2:00	
02/10/2021	Jameson A Selbo	2:00	
02/11/2021	Jameson A Selbo	2:00	
02/11/2021	Gustavo A Ortiz Maya	2:00	
02/11/2021	Jose G Ortiz Vargas	2:00	
02/12/2021	Jameson A Selbo	0:30	
02/12/2021	Austin J Maxwell	2:00	
02/15/2021	Jameson A Selbo	1:00	
02/16/2021	Jameson A Selbo	2:00	
02/17/2021	Jameson A Selbo	2:00	
02/18/2021	Jameson A Selbo	2:00	
02/19/2021	Jameson A Selbo	2:00	
02/23/2021	Jameson A Selbo	2:00	
02/24/2021	Jameson A Selbo	2:00	
02/25/2021	Jameson A Selbo	2:00	

11:42 AM 04/23/21

### VanMinsel Bros Construction, LLC Time by Job Detail D

December 1,	2020	through	April	23,	2021
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Date	Name	Duration
02/26/2021	Jameson A Selbo	5:00
02/26/2021	Jose G Ortiz Vargas	5:00
02/26/2021	Gustavo A Ortiz Maya	5:00
02/26/2021	Jameson A Selbo	1:00
03/01/2021	Gustavo A Ortiz Maya	5:00
03/01/2021	Jose G Ortiz Vargas	5:00
03/01/2021	Jameson A Selbo	5:00
03/01/2021	Shane M Seiler	8:00
03/01/2021	Jameson A Selbo	1:00
03/02/2021	Kenneth W May	8:00
03/02/2021	Shane M Seiler	8:00

Remove entry shelter & extra scaffolding and bracing

Maintain shelter and conditions

Remove shelter and bracing front window area & conditions

Total Brennan Construction:Marshall Muni TOTAL

332:30
332:30
332:30

	C.H.I. Companies 4024 Peavey Road		A A A A A A A A A A A A A A A A A A A	Invoic	e	
	Chaska, MN 55318			Continue	d Inv	voice#
	www.chicompanies.	com				051-1
			COMPAN			
E	Bill to:	Customer #: 114	NOV 2 3 2020			
1	Brennan Construction 124 East Walnut Stree Suite 240		Date Out	Wed 11/11/2020		
1	Mankato, MN 56001			Terms	Poste	d Date
				On Account		/16/2020
ahl	( inco.		Pan Hara		1	
les	Contact: John Van D sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN	612-801-3207 spysi <b>11/2020</b> 7-469-6346	ick@chicompanies.com			
les	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key	612-801-3207 spysi <b>11/2020</b> 7-469-6346	ick@chicompanies.com		Each	Pri
les	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates	612-801-3207 spysi <b>11/2020</b> 7-469-6346 et	ick@chicompanies.com		Each	Pri
les	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level	612-801-3207 spysi 11/2020 7-469-6346 et Items				
les	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates	612-801-3207 spysi <b>11/2020</b> 7-469-6346 et			1,080.00	\$1,080.
les	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane	612-801-3207 spysi 11/2020 7-469-6346 et Items				
les	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane Main Level 496378H	612-801-3207 spysi 11/2020 7-469-6346 et Items Rexotherm 250,000 BTUH He	eater 120 Volt 1 PH 15 AMP	-	1,080.00	\$1,080.
les	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane Main Level 496378H Natural Gas/Propane HOSE50X1-1	612-801-3207 spysi <b>11/2020</b> 7-469-6346 et Items Rexotherm 250,000 BTUH He 100' x 1" Hose	eater 120 Volt 1 PH 15 AMP	 \$1	1,080.00 \$270.00	\$1,080. \$270.
ty 1 1	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane Main Level 496378H Natural Gas/Propane	612-801-3207 spysi 11/2020 7-469-6346 et Items Rexotherm 250,000 BTUH He 100' x 1" Hose Rexotherm 400,000 BTUH He	eater 120 Volt 1 PH 15 AMP eater 120 Volt 1 PH 15 AMP	\$1	1,080.00 \$270.00 1,350.00	\$1,080. \$270. \$1,350.
les ty 1 1	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane HOSE378H Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane	612-801-3207 spysi 11/2020 7-469-6346 et Items Rexotherm 250,000 BTUH He 100' x 1" Hose Rexotherm 400,000 BTUH He 50' x 1" Hose	eater 120 Volt 1 PH 15 AMP eater 120 Volt 1 PH 15 AMP gle Phase 7 AMP	\$1	1,080.00 \$270.00 1,350.00 \$135.00	\$1,080. \$270. \$1,350. \$135.
1 1 1 1 1 1	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane F8-130 Electric	612-801-3207 spysi 11/2020 7-469-6346 et Items Rexotherm 250,000 BTUH He 100' x 1" Hose Rexotherm 400,000 BTUH He 50' x 1" Hose 9,000 CFM Fan 120 Volt Sing	eater 120 Volt 1 PH 15 AMP eater 120 Volt 1 PH 15 AMP gle Phase 7 AMP	\$1	1,080.00 \$270.00 1,350.00 \$135.00 \$360.00	\$1,080. \$270. \$1,350. \$135. \$360.
1 1 1 1 1 1	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane F8-130 Electric F8-427 Electric	612-801-3207 spysi 11/2020 7-469-6346 et Items Rexotherm 250,000 BTUH He 100' x 1" Hose Rexotherm 400,000 BTUH He 50' x 1" Hose 9,000 CFM Fan 120 Volt Sing 9,000 CFM Fan 120 Volt Sing 1tems Sold	eater 120 Volt 1 PH 15 AMP eater 120 Volt 1 PH 15 AMP gle Phase 7 AMP	\$1	1,080.00 \$270.00 1,350.00 \$135.00 \$360.00 \$360.00 <b>Each</b>	\$1,080. \$270. \$1,350. \$135. \$360. \$360. <b>Pri</b>
ty 1 1 1 1	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane F8-130 Electric F8-427 Electric Key DUCTFL1825-1	612-801-3207 spysi 11/2020 7-469-6346 et Items Rexotherm 250,000 BTUH He 100' x 1" Hose Rexotherm 400,000 BTUH He 50' x 1" Hose 9,000 CFM Fan 120 Volt Sing 9,000 CFM Fan 120 Volt Sing 9,000 CFM Fan 120 Volt Sing 1tems Sold Foil Flex Duct 18" x 25'	eater 120 Volt 1 PH 15 AMP eater 120 Volt 1 PH 15 AMP gle Phase 7 AMP gle Phase 7 AMP	\$1	1,080.00 \$270.00 1,350.00 \$135.00 \$360.00 \$360.00 <b>Each</b> \$80.00	\$1,080. \$270. \$1,350. \$135. \$360. \$360. <b>Pri</b> \$80.
1 1 1 1	sman: Stuart Pysick Delivery Wed 11/ Nathan Hrdlichka 50 Marshall Municipal 344 West Main Stree Marshall, MN Key Season Rates Lower Level T01064HO Natural Gas/Propane HOSE100X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane HOSE50X1-1 Natural Gas/Propane F8-130 Electric F8-427 Electric	612-801-3207 spysi 11/2020 7-469-6346 et Items Rexotherm 250,000 BTUH He 100' x 1" Hose Rexotherm 400,000 BTUH He 50' x 1" Hose 9,000 CFM Fan 120 Volt Sing 9,000 CFM Fan 120 Volt Sing 1tems Sold	eater 120 Volt 1 PH 15 AMP eater 120 Volt 1 PH 15 AMP gle Phase 7 AMP gle Phase 7 AMP	\$	1,080.00 \$270.00 1,350.00 \$135.00 \$360.00 \$360.00 <b>Each</b>	\$1,080. \$270. \$1,350. \$135. \$360. \$360. <b>Pri</b>

### Current On Account

### Please pay from this invoice.

m 14.	952-448-6225 Phone	v	www.chicompanies.com		952-448-68	29 Fax Page 19
То	tal Amount: \$4,155.41		Total Paid	\$0.00	Total Due	\$4,155.41
	\$3,870.00					\$285.41
R	ental and Sales:				M	N-MARSHALL:



DATE: May 17, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

FROM: John van Dyck; Brennan Construction

**RE:** Marshall Municipal CR 44; Rear Stone Return

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Van Minsel	Change rear stone return			\$ 1,200.00
			Subs Subtotal:	\$ 1,200.00
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 13.35
			GC Subtotal:	\$ 13.35


John a

10% OH&P on subs	\$ 120.00
10% OH&P on GC	\$ 1.34
TOTAL:	\$ 1,335.00

Item 14.

VanMinsel Bros Construction, LLC

PO Box 611 Spring Grove, MN 55974

Date	Estimate #
4/13/2021	2348

Name / Address		
Brennan Construction		

		Job Description
	Marsl	all Stone return
Description		Total
aterials and labor to disassemble block, reflash, cut miters, relay block and wash		1,200.0
	Total	\$1,200.0

	none #	
tem 14.	507	4216777
1. <i>eni 14.</i> 1	s.vanminsel@	)springgrove.coop



**DATE:** July 21, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

FROM: John van Dyck; Brennan Construction

**RE:** Marshall Municipal CR 47; ASI 10

Contractor	Item Description	Labor	Material		Total
Subcontractors:					
Kendell	New Door per ASI			\$	1,374.14
St Aubin	Remove old door, install new			¢	2 500 00
St Aubin	door. Patch and repair all walls		\$ 1,374.14 \$ 2,500.00 \$ 250.00 \$ 250.00 		
TBD	Paint new door frame and walls			\$	250.00
TBD	Change out door hardware			\$	250.00
			Subs Subtotal:	\$	4,374.14
Brennan Companies:					
Brennan Companies	Bond Change @ 1%			\$	48.65
			GC Subtotal:	\$	48.65

10% OH&P on subs	\$ 437.41
10% OH&P on GC	\$ 4.87
TOTAL:	\$ 4,865.00

Jan 4



KENDELL Doors & Hardware, LLC 1312 Northland Drive, Suite 100 Mendota Heights, MN 55120 Phone: 651-905-0144

### Page: Proposal No.: Proposal Change No.: Customer P.O. No. Proposal Date: Customer ID: Salesperson: Project Mgr Phone: Project Mgr Email:

PROPOSAL

1 20001 07 19-18 6/8/2021 BRE Dustin Laird 507-519-3141 dlaird@kendelldrs.com

### Submitted To: BRENNAN CONSTRUCTION 124 EAST WALNUT STREET SUITE 240 Mankato, MN 56001

### Job Name: Marshall Municipal Building

Pricing per ASI#10 as requested.

Description	Quantity
3F~UL~60MIN~5-7/8"~K~16~CR~KD~RH~3'0"~7'0"~H453~E8~E10~E11	1
RH 60min Wood Door	1
Freight	1

**Respectfully Submitted:** 

**Dustin Laird** 

Subtotal: Accepted By: Date: 1,285.74 Sales Tax: Item 14. Page 199 Total: 1,374.



**DATE:** September 27, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

FROM: John van Dyck; Brennan Construction

**RE:** Marshall Municipal CR 48; Stone Capping

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Herzog Roofing	Capping CMU's			\$ 545.00
			Subs Subtotal:	\$ 545.00
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 6.06
			GC Subtotal:	\$ 6.06

10% OH&P on subs	\$ 54.50
10% OH&P on GC	\$ 0.61
TOTAL:	\$ 606.00

- John w

Herzog Roofing PO Box 245 Detroit Lakes, MN 56501 Phone: (218) 847-1121 Fax: (218) 847-3553 www.herzogroofing.com



### CHANGE ORDER REQUEST FORM

TO: Brennan Company

DATE OF CHANGE ORDER: 05/17/2021

CHANGE ORDER #: 1603

PROJECT: Marshall Municipal Building

Alt #: <u>9119-159</u>

**Labor and material to fabricate and install 50 linear feet of masonry flashings.** Material - \$85,00 Labor - \$460.00

### Total of this Change Order: <u>\$545.00</u>

Brennan Company

Herzog Roofing, Inc.

By: \_\_\_\_\_ By: Vance Gray

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

Title: PM



DATE: September 27, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

- **FROM:** John van Dyck; Brennan Construction
- **RE:** Marshall Municipal CR 49; Office Door Floor Transitions

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Musch	Deduct for imperfections			\$ (899.00)
			Subs Subtotal:	tal: \$ (899.00)
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ (10.00)
			GC Subtotal:	\$ (10.00)

10% OH&P on subs	\$ (89.90)
10% OH&P on GC	\$ (1.00)
TOTAL:	\$ (1,000.00)

- John w



**DATE:** September 27, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

- FROM: John van Dyck; Brennan Construction
- RE: Marshall Municipal CR 50; No 2-Hour rating in West LL

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
	Deduct for no firerating			\$ (1,798.00)
			Subs Subtotal:	\$ (1,798.00)
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ (20.00)
			GC Subtotal:	\$ (20.00)

10% OH&P on subs	\$ (179.80)
10% OH&P on GC	\$ (2.00)
TOTAL:	\$ (2,000.00)

John u



DATE: September 28, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

**FROM:** John van Dyck; Brennan Construction

RE: Marshall Municipal CR 51; CO Detector in Boiler Room

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
Red River	CO Detector			\$ 254.00
			Subs Subtotal:	\$ 254.00
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ 2.83
			GC Subtotal:	\$ 2.83


10% OH&P on subs	\$ 25.40
10% OH&P on GC	\$ 0.28
TOTAL:	\$ 283.00

- John w

# **PROPOSED CHANGE ORDER**

CCN # Date: Project Name: Page Number: E21 9/28/2021 MARSHALL MUNICIPAL CENTER 1

Client Address:

Brennan Construction of MN, Inc Contact: John van Dyck 125 E Walnut St Suite 240 Mankato, MN 56001 Red River Electric Inc.

"A Tradition of Quality"

3345 43rd St S Moorhead, MN 56560 Telephone: 218 236 0502 Fax: 218 233 3483 Contact: Lee Hiller E-mail: leeh@redriverelectric.com

**Work Description** 

Provide 120V CO (Carbon Monoxide) detector in Boiler Room.

We reserve the right to correct this quote for errors and omissions.

This quote covers direct costs only to the price change in the extra work and we reserve the right to claim for impact and consequential costs and for changes in time to the job schedule.

This price is good for acceptance within 10 days from the date of receipt.

Acceptance of the quote will add <u>day(s)</u> to the project schedule.

#### Itemized Breakdown

Description	Qty	Net Price U	Total Mat.	LaborU	Total Hrs.
1/2" CONDUIT - EMT	10	90.04 C	9.00	2.50 C	0.25
1/2" CONN SS STL - EMT	2	87.41 C	1.75	10.00 C	0.20
1/2" 1-H STRAP - EMT - STEEL	2	14.52 C	0.29	6.13 C	0.12
#12 THHN SOLID BLACK	36	243.49 M	8.77	3.75 M	0.14
4x 1 1/2" SQ BOX TKO RACO 189	1	109.42 C	1.09	28.75 C	0.29
4" SQ RND PLSTR RING 3/4" RISE	1	99.14 C	0.99	3.13 C	0.03
GROUNDING SCREW	1	6.72 C	0.07	2.50 C	0.03
CO GAS DETECTOR	1	35.94 E	35.94	0.63 E	0.63
Totals	54		57.90		1.68

Summary	S	u	m	m	a	ry
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General Materials Material Tax	(@ 7.500 %)	57.90 4.34
Material Total		62.24
JOURNEYMAN	(1.68 Hrs @ \$74.00)	124.32
TRAVEL MILEAGE (Pro rated per week)	(1.68 @ 0.00 @ \$2.79 + 0.000 % + 0.000 % + 0.000 %)	4.69
TRAVEL TIME (Pro ratd per week)	(1.68 @ 0.00 @ \$8.50 + 0.000 % + 0.000 % + 0.000 %)	14.28
ROOM & BOARD (Pro rated per week)	(1.68 @ 0.00 @ \$5.00 + 0.000 % + 0.000 % + 0.000 %)	8.40
PER DIEM	(1.68 @ 0.00 @ \$4.00 + 0.000 % + 0.000 % + 0.000 %)	6.72

### **PROPOSED CHANGE ORDER**

Date:	9/28/2021
Project Name:	MARSHALL MUNICIPAL CENTER
Page Number:	2

### Summary (Cont'd)

Subtotal		220.65
Overhead	(@ 10.000 %)	22.07
Markup	(@ 5.000 %)	12.14
Subtotal		254.86
Adjustment #1	(@ -0.337 %)	-0.86
Final Amount		\$254.00

### **Final Amount**

CONTRACTO	OR CERTIFICATION
Name: Date: Signature:	Use Hure   I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE	
CCN #: E21 Final Amount:\$254.00 Name:	
Date: Signature: Change Order #:	Thereby accept this quotation and authorize the contractor to complete the above described work.



DATE: September 29, 2021

TO: Andy Engan; Engan Architects

CC: Nathan Hrdlichka; Brennan Construction

- FROM: John van Dyck; Brennan Construction
- RE: Marshall Municipal CR 52; Credit Signage Install

Contractor	Item Description	Labor	Material	Total
Subcontractors:				
			Subs Subtotal:	\$-
Brennan Companies:				
Brennan Companies	Bond Change @ 1%			\$ (2.78)
Brennan Companies	Not installing Signage			\$ (250.00)
			GC Subtotal:	\$ (252.78)

10% OH&P on subs	\$ -
10% OH&P on GC	\$ (25.28)
TOTAL:	\$ (278.00)

Jan u

Southwest Glass Center, Inc.

425 W Main st. Marshall, MN 56258

## **Credit Memo**

Date	Credit No.
10/31/2021	107196

Customer		
Brennan Construction		

			P.O. No.	Project
Description	Qty		Rate	Amount
Marshall Municipal Credit for unused film installation - Part of Section 08-800 Glazing				
Original planned for film at 36 locations City of Marshall elected to only install film at 9 locations				
Credit of \$65.00 per location x 27 unused locations.			1,755.00	-1,755.00
		Subto	otal	-\$1,755.00
		Sales	Tax (7.375	<b>%)</b> \$0.00
		Total		-\$1,755.00
		Invoid	ces	\$0.00
		Bala	ance Cred	lit

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### **INSPECTION REPORT**

DATE:	4-28-21 5-17-21 5-25-21 6-2-21 6-11-21 6-15-216-21-21 6-28-21 7-7-21 7-23-21 8-2-21 8-16-21 8/30/21 9/14/21
<del>10-25-21 10-29-21</del> <del>11/1/21</del>	
OWNER:	City of Marshall
CONTRACTOR:	Brennan Construction of Minnesota
PROJECT:	City Hall
PERMIT #:	2020-00006
LOCATION:	344 W Main Street
FROM:	Ray Henriksen Building Official City of Marshall, 56258

The following items were found to be non-complying or incomplete at the last inspection. The "Temporary Certificate of Occupancy" <u>expired</u> August 20, 2021. The following items need to be completed to obtain a final "Certificate of Occupancy".

**Note:** Due to status of the project, numerous items are incomplete. Additional items will be amended to this report when observed.

Please call to plan for a re-inspection of these items. Please call 537-6773 to set up a time when we can meet with you at the project. Our office hours are 8 a.m. to 5 p.m., Monday through Friday.

### **General Notes**

- 1. Hand and guardrails installed\* (possible revision by door 123 in basement when door is revised).
- 2. Provide owner's manuals, training, on all mechanical and electrical systems
- 3. 11-1-21 Metal clad around the garage doors are not fastened and is separating.
- 4. 11-1-21 Rear Canopy metal clad is damaged on the east side.

### 100 Sump Rm (1 Hr. elevator shaft wall)

1. Verify why high CFM fan runs continuous. Time or humidistat? Loud unit. (Johnson control to

reviewing if they can put on timer) 9-23-21 Scheduled to operate evenings only 10-29-21 11-19-21 runs continuous

### 116 Restroom

1. Wiring incomplete DATA Wire hanging in bar joist - Access point terminals - 9-23-21 Fran to stop and complete 10-29-21 Called Fran to complete

### 123 Stairs - Bottom of stairwell

- 1. 123 Revise door clearances for compliance. (Rated Door & Frame) 9-23-21 Door is MIA.
- 2. Relocate door swipe for card reader. 9-23-21 To be installed at time of door replacement 11-19-21 Door and frame on site / Missing one door hardware per Scott ?



### CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Project Z80: T.H. 23/Independence Park Sewer Realignment Project Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 3.
Background Information:	This project consisted of the following: Installation of storm sewer adjacent to the stormwater pond north of Runnings, adjacent to Trunk Highway 23 including a manhole and backflow preventer. This project also included installation of sanitary sewer adjacent to Trunk Highway 23 and along Nwakama Street.
	The items on Change Order No. 1 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.
	All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 3) in the amount of \$14,221.81.
Fiscal Impact:	Change Order No. 1 (Final) results in a contract decrease in the amount of (\$5,237.25) and a total contract amount of \$184,211.25. The original contract amount was \$189,448.50.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve Change Order No. 1 (Final), resulting in a contract decrease in the amount of (\$5,237.25) and acknowledge Final Pay Request (No. 3) in the amount of \$14,221.81 for the above-referenced project to D&G Excavating, Inc. of Marshall, Minnesota.

## Contract Number:Project: Z80Pay Request Number:3

Project Number		Project Description				
Z80		Independence Park Sanitary and Stormwater Improvements				
Contractor:	D & G Excavating, Inc.	Vendor Number:	01-0934			
	2334 County Road 30 Marshall, MN 56258	Up To Date:	10/14/2021			
	Marshall, Min 56256					
Contract Amount		Funds Encumbered				
Original Contract	\$189,448.50	Original	\$189,448.50			
Contract Changes	\$-5,237.25	Additional	N/A			
Revised Contract	\$184,211.25	Total	\$189,448.50			
Work Certified To Date						
Base Bid Items	\$184,211.25					
Contract Changes	\$0.00					

Work Certified	Work Certified To	Less Amount	Less Previous	Total Amount	
This Request	Date	Retained	Payments	Request	Paid To Date
\$5,275.00	\$184,211.25	\$0.00	00 \$169,989.44 \$14,221.81		\$184,211.25
	P	ercent: Retained: 0%		Perc	cent Complete: 100%

\$0.00

\$184,211.25

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By Jessie Dehn

Material On Hand

Total

Project Engineer *10/14/2021* 

Date

Approved By D/& G Excavating, Inc. Kinkt 10/2 Contractor Date

### City of Marshall Public Works 344 W Main St, Marshall, MN 56258

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-08-24	\$72,291.00	\$3,614.55	\$68,676.45
2	2021-09-14	\$106,645.25	\$5,332.26	\$101,312.99
3	2021-10-14	\$5,275.00	(\$8,946.81)	\$14,221.81

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Sanitary Sewer		\$127,456.00	\$0.00	\$116,071.95	\$11,384.05	\$127,456.00
Storm Sewer		\$56,755.25	\$0.00	\$53,917.49	\$2,837.76	\$56,755.25

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
602	Local / Other[1]	\$14,221.81	\$0.00	\$5,237.25	\$184,211.25

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$25,000.00	1	(	\$0.00	1	\$25,000.0
Base Bid	2	2101.501	CLEARING & GRUBBING	LS	\$4,000.00	1	(	\$0.00	1	\$4,000.0
Base Bid	3	2104.502	REMOVE MANHOLE	EACH	\$800.00	4	. (	\$0.00	2	\$3,200.0
Base Bid	4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	\$3.50	555	; (	\$0.00	555	\$1,942.5
Base Bid	5	2104.503	REMOVE SEWER PIPE (STORM)	LF	\$11.00	171	(	\$0.00	171	\$1,881.0
Base Bid	6	2104.503	REMOVE CURB & GUTTER	LF	\$10.00	51.2	(	\$0.00	51.2	\$512.0
Base Bid	7	2104.504	REMOVE BITUMINOUS SURFACING	SY	\$3.50	555	(	\$0.00	555	\$1,942.5
Base Bid	8	2105.504	GEOTEXTILE FABRIC TYPE 5	SY	\$2.00	373	(	\$0.00	373	\$746.0
Base Bid	9	2211.607	AGGREGATE BASE (CV) CLASS 5	CU YD	\$40.00	20	20	\$800.00	20	\$800.0
Base Bid	10	2360.609	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$125.00	165.13	(	\$0.00	165.13	\$20,641.2
Base Bid	11	2451.609	AGGREGATE FOUNDATION	TON	\$25.00	0	C	\$0.00	C	\$0.00
Base Bid	12	2501.502	CHECK VALVE FOR 24" RC PIPE	EACH	\$7,300.00	1	C	\$0.00	1	\$7,300.00
Base Bid	13	2501.502	24" RC APRON WITH GRATE	EA	\$3,200.00	1.85	C	\$0.00	1.85	\$5,920.00
Base Bid	14	2502.503	6" PERF PVC PIPE DRAIN	LF	\$15.00	0	C	\$0.00	0	\$0.00

### City of Marshall Public Works 344 W Main St, Marshall, MN 56258

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	15	2503.602	12"X4" PVC WYE	EACH	\$400.00	) 1	(	\$0.00	) .	1 \$400.0
Base Bid	16	2503.603	4" PVC PIPE SEWER	LF	\$50.00	27	7 (	\$0.00	2	7 \$1,350.0
Base Bid	17	2503.603	12" PVC PIPE SEWER	LF	\$69.00	768	3 (	\$0.00	768	\$52,992.0
Base Bid	18	2503.603	24" PIPE SEWER	LF	\$80.00	) 244.3	3 (	\$0.00	) 244.3	3 \$19,544.0
Base Bid	19	2504.602	6" PIPE PLUG	EACH	\$400.00	) C	) (	\$0.00	) (	0 \$0.0
Base Bid	20	2504.602	8" PIPE BEND 45 DEGREE	EACH	\$850.00	4	(	\$0.00	) 4	\$3,400.0
Base Bid	21	2504.603	8" PVC WATERMAIN	LF	\$35.00	15	5 (	\$0.00	) 1	5 \$525.0
Base Bid	22	2506.502	CASTING ASSEMBLY	EACH	\$800.00	1	(	\$0.00	)	1 \$800.0
Base Bid	23	2506.503	CONST DRAINAGE STRUCTURE DES 48- 4020	LF	\$650.00	4.9	) (	\$0.00	4.9	\$3,185.0
Base Bid	24	2506.602	CORE INTO MANHOLE	EACH	\$1,500.00	1	(	\$0.00		1 \$1,500.0
Base Bid	25	2506.603	48" DIA. SANITARY SEWER MANHOLE	LIN FT	\$550.00	28.4	1.5	\$825.00	28.4	\$15,620.0
Base Bid	26	2511.507	RANDOM RIPRAP CLASS	СҮ	\$75.00	20	(	\$0.00	20	\$1,500.0
Base Bid	27	2531.603	CONCRETE CURB & GUTTER DESIGN B618	LF	\$50.00	51.2		\$0.00	51.2	\$2,560.0
Base Bid	28	2563.601	TRAFFIC CONTROL	LS	\$2,700.00	1	(	\$0.00	1	\$2,700.0
Base Bid	29	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,000.00	0	0	\$0.00	(	\$0.0
Base Bid	30	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$150.00	4	C	\$0.00	4	\$600.0
Base Bid	31	2574.507	BOULEVARD TOPSOIL BORROW	СҮ	\$25.00	6	6	\$150.00	6	\$150.0
Base Bid	32	2575.601	TURF ESTABLISHMENT	LS	\$3,500.00	1	1	\$3,500.00	1	\$3,500.00
Base Bid	33	2575.623	RAPID STABILIZATION METHOD 3	MGAL	\$200.00	0	C	\$0.00	C	\$0.00
Base Bid 1	otals:							\$5,275.00		\$184,211.25

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
Z80	Base Bid	\$5,275.00	\$184,211.25

### City of Marshall Public Works 344 W Main St, Marshall, MN 56258

#### Contract Change Item Status Amount This Quantity Request To Date Amount To Date Contract Quantity CC CC# This Project Quantity Description Line Item Units Unit Price Request Contract Change Totals: \$0.00 \$0.00

Contract Total	\$184,211.25

Contract C	hange Totals		
Number	Description	Amount This Request	Amount To Date
1	Final Reconciling Change Order	\$0.00	\$0.00

#### Material On Hand Additions

Inateri	ai Oli Hallu Au	uluona			
Line	Item	Description	Date	Added	Comments

### Material On Hand Balance

Intercor	ai on nana ba	lanoc				
Line	Item	Description	Date	Added	Used	Remaining
						_

Rev. February 2018

# STATE AID FOR LOCAL TRANSPORTATION CHANGE ORDER

SP/SAP(s)	MN Project No.: N/A	
		Change Order No. 1

Project Location	oject Location Independence Park and Baseline Rd/Nwakama St					
Local Agency	City of Marshall Public Works		Local Project No.	Z80		
Contractor D		& G Excavating, Inc.	Contract No.	Project: Z80		
Address/City/State/Zip 2334 County Road 30 / Mars		2334 County Road 30 / Marshall	/ MN / 56258			
Total Change Orde	r A	mount \$ (\$5,237.25)				

### Final Reconciling Change Order

Estimate	Of Cost: (Include any increases or decreases in contract ite	ms, any neg	otiated or force a	account item	s.)
Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LF	\$3.50	-30	(\$105.00)
2104.503	REMOVE CURB & GUTTER	LF	\$10.00	1.2	\$12.00
2104.504	REMOVE BITUMINOUS SURFACING	SY	\$3.50	-25	(\$87.50)
2105.504	GEOTEXTILE FABRIC TYPE 5	SY	\$2.00	-25	(\$50.00)
2360.609	TYPE SP 9.5 WEARING COURSE MIX (3;C)	TON	\$125.00	-14.87	(\$1,858.75)
2451.609	AGGREGATE FOUNDATION	TON	\$25.00	-10	(\$250.00)
2501.502	24" RC APRON WITH GRATE	EA	\$3,200.00	-0.15	(\$480.00)
2502.503	6" PERF PVC PIPE DRAIN	LF	\$15.00	-20	(\$300.00)
2503.603	24" PIPE SEWER	LF	\$80.00	-1.7	(\$136.00)
2503.603	12" PVC PIPE SEWER	LF	\$69.00	-3	(\$207.00)
2503.603	4" PVC PIPE SEWER	LF	\$50.00	2	\$100.00
2504.602	6" PIPE PLUG	EACH	\$400.00	-1	(\$400.00)
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	LF	\$650.00	0.1	\$65.00
2506.603	48" DIA. SANITARY SEWER MANHOLE	LIN FT	\$550.00	1	\$550.00
2531.603	CONCRETE CURB & GUTTER DESIGN B618	LF	\$50.00	1.2	\$60.00
2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$1,000.00	-1	(\$1,000.00)
2574.507	BOULEVARD TOPSOIL BORROW	CY	\$25.00	-34	(\$850.00)
2575.623	RAPID STABILIZATION METHOD 3	MGAL	\$200.00	-1.5	(\$300.00)
	Net C	Change t	his Change	Order (\$	5,237.25)

Due to this change, the contract time: (check one)						
(X) Is NOT changed	() May be revis	ed as provided in MnDOT Specification 1806				
Number of Working Days Affected Change: 0	I by this Contract	Number of Calendar Days Affected by this Contract Change: 0				

# STATE AID FOR LOCAL TRANSPORTATION CHANGE ORDER

Rev. February 2018

SP/SAP(s)	N	IN Project No.:	N/A	Change Order No.	1
	roject Engineer: Jessa	ie Deks	r Date	e: 10/14/2021	
Print Name: Je	ssie Dehn, P.E.	Phone: 507-	537-6773		
Approved by C	ontractor:	$\psi p$	C	Date: 10/2/0/21	
Print Name:	Chebruhot		Phone: <u>53</u>	2-2334	


# **CITY OF MARSHALL**

Meeting Date:	Tuesday, November 23, 2021	
Category:	NEW BUSINESS	
Туре:	ACTION	
Subject:	Project ST-003: South 1 <sup>st</sup> Street/Greeley Street/Williams Street Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement.	
Background Information:	This project consists of: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project will also include new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way. This Feasibility Report as authorized by the City Council covers the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility and proposed project schedule. The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint. The project was presented to the Public Improvement/Transportation Committee at their meeting, an Neuropher 22, 2021	
	their meeting on November 22, 2021.	
Fiscal Impact:	The engineer's estimate for the construction portion of the project is \$1,559,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$1,990,000.00. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.	
Alternative/ Variations:	No alternative actions recommended.	
Recommendations:	that the Council adopt RESOLUTION NUMBER 21-088, which is the Resolution Receiving Feasibility Report and Calling Hearing on Improvement for the above-referenced project and setting the public hearing on improvement date for December 14, 2021.	

#### **RESOLUTION NO. 21-088**

## RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING HEARING ON IMPROVEMENT

WHEREAS, pursuant to resolution of the Council adopted <u>November 9</u>, 20<u>21</u>, a report has been prepared by Director of Public Works/City Engineer Jason R. Anderson with reference to:

**PROJECT ST-003:** SOUTH 1<sup>ST</sup> STREET/GREELEY STREET/WILLIAMS STREET RECONSTRUCTION PROJECT -- This project consists of: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to Saratoga Street, and on Williams Street from Maple Street to George Street; sanitary sewer, watermain, and storm sewer will be replaced. This project will also include new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-ofway.

AND WHEREAS, this report was received by the Council on November 23, 2021.

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

- 1. The Council will consider the improvements in accordance with the report and the assessment of the properties for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvements of \$1,990,000.
- A Public Hearing shall be held on such proposed improvements on the <u>14<sup>th</sup></u> day of <u>December</u>, 20<u>21</u> at <u>5:30 p.m.</u> in the Council Chambers of City Hall located at 344 West Main Street, and the City Clerk shall give mailed and published notice of such hearing and improvements as required by the law.

Passed and adopted by the Council this <u>23<sup>rd</sup></u> day of <u>November</u>, 20<u>21</u>.

Mayor

ATTEST:

City Clerk

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



# **FEASIBILITY REPORT**

Project ST-003

S. 1<sup>st</sup> St. / Greeley St. / Williams St. Reconstruction Project

November 5, 2021





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

Jason R. Anderson, P.E. Date: 2021.11.19 12:57:25 -06'00' By:

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



## **FEASIBILITY REPORT**

## PROJECT ST-003 S. 1ST ST. / GREELEY ST. / WILLIAMS ST. RECONSTRUCTION PROJECT

## CITY OF MARSHALL, MINNESOTA

## 1.0 SCOPE

This Feasibility Report as authorized by the City Council, covers the following proposed improvements: reconstruction and utility replacement on South 1<sup>st</sup> Street from George Street to Greeley Street, Greeley Street from West College Drive to East Saratoga Street, and Williams Street from George Street to West Maple Street. All utilities will be replaced, including watermain, sanitary sewer, and storm sewer on South 1<sup>st</sup> Street, Greeley Street and Williams Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, concrete surfacing, sidewalks, curb and gutter and other minor work.

## 2.0 BACKGROUND / EXISTING CONDITIONS

#### <u>Street</u>

City records indicate that these streets were originally constructed generally in the 1950's. The original pavement section does not meet the City's current standards for thickness and load rating. The existing pavement surface is beginning to show its age with considerable cracking. There are numerous patches on Williams Street due to pavement degradation.

The existing street width varies between 30 and 40-FT as measured from back of curb to back of curb. The segment of South 1<sup>st</sup> Street between George Street and Greeley Street measures approximately 40-FT, the segment of Greeley Street between West College Drive and East Saratoga Street measures approximately 38-FT, and the segment of Williams Street between George Street and Maple Street measures approximately 30-FT. Currently, the existing segment of South 1<sup>st</sup> Street and Greeley Street is wide enough to accommodate two travel lanes with parallel parking on both sides of the street. The existing segment of Williams Street is wide enough to accommodate two travel lanes with parallel parking on both sides. Due to the limited traffic, vehicles are generally able to navigate the area.



There is currently 4-FT wide sidewalk on the west side of South 1<sup>st</sup> Street between George Street and Greeley Street. There is 4-FT wide sidewalk on the east side on South 1<sup>st</sup> Street only between Greeley Street and the walk "dead-ends" at DeSchepper Street with no clear connection. There is 4-FT wide sidewalk on the south side of Greeley Street between West College Drive and East Saratoga Street. There is a 6-FT sidewalk on the north side of Greeley only between West College Drive and South 1<sup>st</sup> Street with a pedestrian ramp to cross without a receiving ramp on the other side of the street. Williams Street currently has no sidewalk on either side of the street.

The sidewalk along South 1<sup>st</sup> Street has exhibited signs of issues with cracking, buckling, and heaving observed. Some of the issues seen on South 1<sup>st</sup> Street are the result of trees planted adjacent to the sidewalk that have matured leading to trunks and roots heaving the existing sidewalk. The sidewalk on the south side along Greeley Street has exhibited similar issues of age including cracking and buckling. The sidewalk on the north side of Greeley Street was recently constructed and would be left in place if feasible. Several of the existing pedestrian ramps are not ADA compliant.

#### **Utilities**

The existing watermain along South 1<sup>st</sup> Street is 4" ductile iron pipe (DIP) between Greeley Street and approximately 150 feet south of Maple Street and 6" DIP on the remaining segment south to George Street. Homes on the east side of South 1<sup>st</sup> Street between DeSchepper Street and approximately 150 feet south of Maple Street are served off a 4" DIP watermain that runs through the alleyway. The remaining homes should be served from the watermain under South First Street. The existing watermain under Greeley Street is a 4" DIP that runs between West College Drive and Lawrence Street. A 6" polyvinyl chloride (PVC) watermain was stubbed and capped through the Z64 (Saratoga Street Reconstruction) project in 2018 for future watermain looping. The existing watermain along Williams Street is 4" DIP. All of the 4" DIP in this project area is in poor condition, undersized, and do not provide for sufficient fire hydrant pressures for today's standards.

The existing sanitary sewer main along South 1<sup>st</sup> Street between DeSchepper Street and approximately 150 feet south of Maple Street is 10" vitrified clay pipe (VCP). The homes on the west side of South 1<sup>st</sup> Street in this segment are served by this sanitary sewer main. Homes on the east side of the street in this segment are served by a 10" sanitary main in the alleyway between South 1<sup>st</sup> Street and Lawrence Street. The existing sanitary sewer main along Greeley Street extends from West College Drive to the southeast approximately 200 feet. The first 3 properties on the south side of the street are served by this main. The remaining 3 homes on the south side continuing along Greeley Street are served into the manhole and main that extends across the Schwan's property towards Saratoga Street. There is no sanitary sewer main on Greeley Street between South 1<sup>st</sup> Street and Lawrence Street. Between Lawrence Street and Saratoga Street, the existing sanitary sewer main is a 12" VCP. There is new (as of 2018) 12" PVC sanitary sewer main at the limits of the Z64 (Saratoga Street Reconstruction) project. The existing sanitary sewer main on Williams Street extends south from Maple Street approximately 275 feet and serves the 5 homes contained within Williams Street. The corner lots on Williams Street are served by the adjacent streets. The age and condition of the sewer in these segments make this sewer a good candidate for replacement with this project. There is an existing sanitary sewer force main that extends from the lift station at the intersection South 1<sup>st</sup> Street and DeSchepper Street. This force main was recently constructed and in very good condition. Replacement of the force main is not part of the scope of this project.

There are limited segments of separate existing storm sewer. Catch basins at the intersection of South 1<sup>st</sup> Street and DeSchepper Street drain into a manhole just north of the intersection. A 15" reinforced concrete storm sewer continues downstream for approximately 60 feet to another manhole. From that point, the storm sewer continues downstream to the west through side yards in a 21" reinforced

concrete pipe. The other segment of existing storm sewer exists on Williams Street. There are two catch basins approximately 155 feet north of George Street that drain into a structure and continue downstream in an 18" reinforced concrete pipe. From that pipe, the storm sewer drains to George Street and continues to the east. The pipe system is undersized for the existing fully developed watershed, and various sections of the corridor exhibit street flooding during heavier rain events.

## 3.0 PROPOSED IMPROVEMENTS

#### <u>Street</u>

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

The proposed roadway will be 37-FT travel way (as measured from curb face to curb face) on South 1<sup>st</sup> Street and Greeley Street. The project proposes two 11-FT travel lanes and two 7.5-FT parallel parking lanes. The proposed segment of South 1<sup>st</sup> Street between George Street and Greeley Street will be 2-FT narrower than the existing street. The proposed segment of Greeley Street will approximately match the width of the existing street. The proposed roadway on Williams Street (as measured from curb face to curb face) will be 28.5-FT. The project proposes two 10-FT travel lanes, and two 4.25-FT shoulders to accommodate on-street parallel parking. It is the opinion of staff that the proposed road widths will be adequate to serve the corridors. The proposed segment of Williams Street between George Street and Maple Street will approximately match the width of the existing street.

The project is proposing to replace the existing sidewalk on the west side of South 1<sup>st</sup> Street between George Street and Maple Street with a 5-FT sidewalk with a 1-FT grass buffer. A 5-FT sidewalk with a 1-FT grass buffer is proposed on both sides of South 1<sup>st</sup> Street between Maple Street and Greeley Street. This replaces existing sidewalk on the west side of South 1<sup>st</sup> Street and the east side between DeSchepper Street and Greeley Street. There is currently no existing sidewalk adjacent to South 1<sup>st</sup> Street between Maple Street and DeSchepper Street. A new crossing across South 1<sup>st</sup> Street would be provided at Maple Street and provide the ability for a potential sidewalk connection to the east on Maple Street in a future project. Sidewalk was not proposed on the east side of South 1<sup>st</sup> Street between George Street and Maple Street due to the lack of ability to provide connectivity, utility, and mature tree conflicts. A 5-FT sidewalk with a 1-FT grass buffer is proposed to replace the existing sidewalk on the south side of Greeley Street between South 1<sup>st</sup> Street and Saratoga Street. A 6-FT sidewalk is proposed on the north side of Greeley Street between South 1<sup>st</sup> Street and Saratoga Street. There is currently no existing sidewalk adjacent to Sreet. A 6-FT sidewalk would aim to connect directly to the existing 6-FT sidewalk west of South 1<sup>st</sup> Street. The



existing 6-FT sidewalk on the north side of Greeley Street between West College Drive and South 1<sup>st</sup> Street will remain in place where feasible.

#### **Utilities**

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

The watermain improvements will consist of replacing all DIP watermain with Polyvinyl Chloride (PVC) watermain pipe. Watermain improvements are planned in close coordination with MMU staff input. The existing 4" and 6" DIP in the project will be replaced with 6" PVC pipe. A new 6" PVC watermain will be extended on Greeley Street from Lawrence Street to the existing capped 6" PVC watermain at Saratoga Street, connecting the new main on Greeley Street and the existing main on Saratoga Street to better meet MMU water system goals. In the segment of South 1<sup>st</sup> Street between DeSchepper Street and approx. 150 feet south of Maple Street, where the homes are served with water from the watermain in the alley, new water services will be extended from the proposed watermain along South 1<sup>st</sup> Street to the property line to allow for a potential MMU project in the future to disconnect these homes from the watermain in the alleyway and abandon that watermain.

The sanitary sewer system improvements will include replacing all manholes, sewer main, and sewer services along South 1<sup>st</sup> Street and Williams Street. Generally, the VCP main will be replaced with 8" PVC main. A new 8" PVC main will be constructed along Greeley Street between West College Drive and Saratoga Street. This new main would serve all the properties on Greeley Street between West College Drive and South 1<sup>st</sup> Street and effectively abandon the existing sanitary main through the Schwan's property. All sewer services will be replaced to the right-of-way (ROW) with a minimum 4" pipe size.

The existing storm sewer pipe along Williams Street will be replaced with new reinforced concrete pipe. The catch basin on the west side of Williams Street is proposed to be doubled to accommodate the amount of storm water runoff that enters this catch basin. At the intersection of South 1<sup>st</sup> Street and DeSchepper Street, the project is proposing to construct additional catch basins and increase select locations to double catch basins. The intent of the additional catch basins and doubling of catch basins is to reduce the amount of street flooding that occurs in this area. The work in this area will also include replacing all catch basin leads, existing manholes, existing storm sewer main extending to the north.

## 4.0 STATEMENT OF PROBABLE COST

The estimated costs to complete the proposed improvements are shown below. The estimated construction costs include a 10% allowance for contingencies and a 16% allowance for administrative



Page 224

and engineering costs. The unit prices for each item of work used in determining the estimated cost of construction is based on previous projects similar in nature and is subject to change.

Street and Curb and Gutter	\$937,000.00
Watermain Replacement	\$275,000.00
Sanitary Sewer Replacement	\$267,000.00
Storm Sewer Replacement	\$80,000.00
Subtotal Estimated Construction Cost	\$1,559,000.00
Contingencies (10%)	\$156,000.00
Total Estimated Construction Cost	\$1,715,000.00
Estimated Engineering, & Administration (16%)	\$275,000.00
Total Estimated Project Cost	<u>\$1,990,000.00</u>

## 5.0 PROPOSED ASSESSMENTS

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

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

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

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

## 6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

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



## 7.0 PROPOSED PROJECT SCHEDULE

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

December 14, 2021	Public Hearing on Improvement/Order Plans & Specs
January 11, 2022	Approve Plans & Specs/Authorize Call for Bids
January 14 - February 2, 2022	Advertise for Bids
February 2, 2022	Bid Opening Date
February 8, 2022	Award Contract
April 18, 2022	Notice to Proceed
May 2022	Begin Construction
September 13, 2022	Public Hearing on Assessment/Adopt Assessment
September 2022	End Construction











	MAPLE STREET	
7.5' PARKING 11' THRU ← 11' THRU → 7.5' PARKING		
	MAPLE STREET	
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE 00/00/21 LICENSE NO 53322	city project no. ST-003 state aid project no.	DATE 10/29/2021 Page 229













# **CITY OF MARSHALL**

Meeting Date:	Tuesday, November 23, 2021
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	Project ST-004: Halbur Road Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement.
Background Information:	This project consists of: reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer will be replaced with a concrete paved surfacing. This project will also include new curb & gutter, driveway aprons, and sewer services to the right-of-way.
	This Feasibility Report as authorized by the City Council covers the proposed improvements including scope, background/existing conditions, proposed improvements, probable costs, proposed assessments, feasibility and proposed project schedule.
	The proposed improvements as described in the report are necessary, cost-effective, and feasible from an engineering standpoint.
	The project was presented to the Public Improvement/Transportation Committee at their meeting on November 22, 2021.
Fiscal Impact:	The engineer's estimate for the construction portion of the project is \$728,000. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$929,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER 21-089, which is the Resolution Receiving Feasibility Report and Calling Hearing on Improvement for the above-referenced project and setting the public hearing on improvement date for December 14, 2021.

#### **RESOLUTION NO. 21-089**

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

WHEREAS, pursuant to resolution of the Council adopted <u>November 9</u>, 20<u>21</u>, a report has been prepared by Director of Public Works/City Engineer Jason R. Anderson with reference to:

**PROJECT ST-004: HALBUR ROAD RECONSTRUCTION PROJECT --** This project consists of: reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer will be replaced with a concrete paved surfacing. This project will also include new curb & gutter, driveway aprons, and sewer services to the right-of-way.

AND WHEREAS, this report was received by the Council on November 23, 2021.

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

- 1. The Council will consider the improvements in accordance with the report and the assessment of the properties for all or a portion of the cost of the improvements pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvements of \$929,000.
- A Public Hearing shall be held on such proposed improvements on the <u>14<sup>th</sup></u> day of <u>December</u>, 20<u>21</u> at <u>5:30 p.m.</u> in the Council Chambers of City Hall located at 344 West Main Street, and the City Clerk shall give mailed and published notice of such hearing and improvements as required by the law.

Passed and adopted by the Council this <u>23<sup>rd</sup></u> day of <u>November</u>, 20<u>21</u>.

ATTEST:

Mayor

City Clerk

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



# **FEASIBILITY REPORT**

## **Project ST-004**

## **Halbur Road Reconstruction Project**

November 15, 2021





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APPENDIX	6
PROJECT LIMITS	7
EXISTING PHOTOS	8
PROJECT LAYOUTS	11

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

Jason R. Anderson, P.E. Digitally signed by Jason R. Anderson, P.E. Date: 2021.11.18 08:51:58 -06'00'

> Jason R. Anderson, P.E. Registration No. 53322

## **FEASIBILITY REPORT**

## PROJECT ST-004 HALBUR ROAD RECONSTRUCTION PROJECT

## CITY OF MARSHALL, MINNESOTA

## 1.0 SCOPE

This Feasibility Report, as authorized by the City Council, covers the following proposed improvements: reconstruction and utility replacement on Halbur Road from Michigan Road to Erie Road (County Road 33). Sanitary sewer and storm sewer utilities will be replaced. Watermain is not proposed to be replaced under this project. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, curb and gutter and other minor work.

## 2.0 BACKGROUND / EXISTING CONDITIONS

#### <u>Street</u>

City records indicate that this street was originally constructed in 1978. The original pavement section does not meet the City's current standards for thickness and load rating. The existing pavement surface is beginning to show its age with considerable cracking. There are numerous patches due to pavement degradation. There are several areas with significant surface drainage issues.

The existing street width is 43-FT as measured from back of curb to back of curb. Currently, the existing segment of Halbur Road is wide enough to accommodate two travel lanes with parallel parking on both sides of the street. There is currently no sidewalk on Halbur Road and no potential sidewalk connections on Michigan Road or Erie Road.

#### **Utilities**

The existing watermain Halbur Road is 8" polyvinyl chloride pipe (PVC) between Michigan Road and Erie Road. The 8" PVC in this project area is in acceptable condition and is not proposed for replacement under this project.



The existing sanitary sewer main along Halbur Road is 8" vitrified clay pipe (VCP). The properties in this segment are served by this sanitary sewer main. The age and condition of the sewer in these segments make this sewer a good candidate for replacement with this project.

There are limited segments of separate existing storm sewer. There are currently two catch basins at the approximate center of the segment of Halbur Road. These two catch basins drain into a structure to the west that connects with a 24" main that runs along the west side of Halbur Road between Michigan Road and the catch basins. These connections drain into a 36" storm sewer main that outlets into the stormwater pond to the west. There are two other existing catch basins on Halbur Road at the intersection of Erie Road. These two catch basins drain into a 33" storm sewer main that runs to the west and outfalls into the stormwater pond. The storm sewer mains in this area are reinforced concrete pipe (RCP). There is also an 8" tile line that runs adjacent to the 24" storm sewer main on the west side between Michigan Road and the midpoint of the Halbur Road segment. The project is proposed to include replacement of the catch basins but not the storm sewer mains or tile line.

## **3.0 PROPOSED IMPROVEMENTS**

#### <u>Street</u>

A concrete pavement section will be proposed and discussed in this feasibility report. Staff is proposing a street section comprised of 7" of concrete surfacing and 6" of Class 5 aggregate base. A geotextile fabric will be placed on the subgrade prior to the placement of the aggregate base. A 6" perforated drain tile shall be installed at the back of the curb below the aggregate base to provide subsurface drainage for the street section.

The proposed roadway will be 36-FT travel way (as measured from back of curb to back of curb) on Halbur Road. The project proposes two 11-FT travel lanes and two 5-FT shoulders. The proposed segment of Halbur Road will be 7-FT narrower than the existing street. Truck turning movements were done using CAD drafting software to verify that trucks were able to exit driveways without hitting the proposed curb. It is the opinion of staff that the proposed road widths will be adequate to serve the corridor. No sidewalk is proposed to be included with this project.

#### <u>Utilities</u>

The proposed utility improvements include replacing existing VCP sanitary sewer and existing storm sewer catch basins. No watermain will be replaced with this project.

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

The existing storm sewer main along the west side of Halbur Road will be left in place. The catch basins and catch basin leads under Halbur Road would be replaced under this project. A hydraulic study will



be completed to verify the capacity of the existing catch basins and determine if additional catch basins would be required to reduce street flooding during large storm events.

## 4.0 STATEMENT OF PROBABLE COST

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

Street and Curb and Gutter	\$560,000.00
Sanitary Sewer Replacement	\$146,000.00
Storm Sewer Replacement	\$22,000.00
Subtotal Estimated Construction Cost	\$728,000.00
Contingencies (10%)	\$73,000.00
Total Estimated Construction Cost	\$801,000.00
Estimated Engineering, & Administration (16%)	\$128,000.00
Total Estimated Project Cost	<u>\$929,000.00</u>

## 5.0 PROPOSED ASSESSMENTS

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

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

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

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## 6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

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

## 7.0 PROPOSED PROJECT SCHEDULE

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

December 14, 2021	Public Hearing on Improvement/Order Plans & Specs
January 11, 2022	Approve Plans & Specs/Authorize Call for Bids
January 14 - February 2, 2022	Advertise for Bids
February 2, 2022	Bid Opening Date
February 8, 2022	Award Contract
April 18, 2022	Notice to Proceed
May 2022	Begin Construction
September 13, 2022	Public Hearing on Assessment/Adopt Assessment
September 2022	End Construction



# **APPENDIX**





## **EXISTING PHOTOS**















	5' SHOULDER 11' THRU → 11' THRU → 5' SHOULDER	5' SHO 11' THF 11' THF 5' SHO		HALBUR ROAD
DESIGNED BY: JLLD. DRAWN BY: JLLD. Item 17.	DATE REVISIONS	MARSHALL <sup>EN</sup> MARSHALL	GINEERING DEPARTMENT 4 WEST MAIN STREET RSHALL, MINNESOTA 258	HALBUR ROAD RECONSTRUCTION







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LINEREY CERTIFY THAT THIS PLAN, SPECIFICATION	CITY PROJECT NO. ST. OOJ
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DRECTS UPERMISION AND THAT I AM A DULY DRECTS UPERMISION AND THAT I AM A DULY	СПУ РРОЈЕСТ NO. ST-004 DATE 10/28/202 STATE AD PROJECT NO. Раде 251



## CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	NEW BUSINESS
Туре:	ACTION
Subject:	MPCA Chloride Reduction Grant.
Background Information:	The MPCA is offering a chloride reduction grant that has an application deadline of December 10, 2021. The MPCA is looking for an organization to work with a community or multiple communities that are in need of chloride reductions. The goa of the project is to develop a strategy to identify, prioritize, educate, and assist residents, businesses, and institutions to upgrade, replace, or optimize their existing water softening systems.
	Bolton & Menk has approached the City of Marshall with this opportunity. Bolton & Menk is proposing to work with both Marshall and Worthington to secure the \$250,000 grant. The grant requires a 25% match which would require a \$31,250 investment from each community if we both move forward. Bolton and Menk is proposing a pilot rebate program for replacement of water softeners to high efficiency units that are properly configured, along with some video educationa information. The rebate would likely be focused on replacement of old "time-based" softeners to new "demand-based" systems that recharge based on actual water usage. Below is a preliminary proposed cost outline from Bolton & Menk:
	<ul> <li>Rebates or other incentives\$100,000 for each community</li> <li>Preparation of rebate program and tracking (Engineering)\$50,000</li> <li>Preparation of educational information (Engineering)\$50,000</li> <li>Final reporting to MPCA\$12,500</li> </ul>
	Based on the above numbers, if the City is willing to contribute \$31,250, we will end up with \$100,000 of money to invest into a rebate program or other incentive type of program, as well as having the engineering services to set up and administer the program covered by Bolton & Menk.
	City staff has not had enough time to completely work through how the process could work for us, but in principal, we believe this is a good opportunity to secure some extra funding and program services to help us meet our upcoming chloride limit Bolton & Menk requires a letter of support from the City to submit along with the grant application.
Fiscal Impact:	City contribution investment in the amount of \$31,250.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize City staff to work with Bolton & Menk to submit for this MPCA Chloride Reduction Grant opportunity.



## CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Туре:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	Byrnes - Fire Relief Association and Regional Development CommissionSchafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission
	<b>Meister</b> – Cable Commission, Community Services Advisory Board, Economic Development Authority
	Edblom – Planning Commission, Public Housing Commission
	<b>DeCramer</b> – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission
	Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee
	Lozinski – Joint LEC Management Committee, Police Advisory Board
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	



## BUILDING PERMIT LIST November 23, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
SUSSNER CONSTRUCTION, INC.	301 O'CONNELL ST	BUILDING ADDITION	400,000.00
ACE HOME & HARDWARE	905 ANDREW ST	NEW BUILDING	500,000.00
MINNESOTA CABINETS, INC.	1108 HORIZON DR	Windows	8,600.00
Werner Bros., Inc	304 WHITNEY ST S	HVAC	3,000.00
SCHMIDT, DANIEL & MARILYN	501 DOGWOOD AVE	INTERIOR REMODEL	1,200.00
SARAH J & LANCE SERVERSON, KATHRYN PR	RII 413 6TH ST N	OVERHEAD GARAGE DOOR	1,000.00
INDEPENDENT LUMBER OF MARSHALL, INC	603 JEFFERSON CIR	DECK	11,500.00



## PLUMBING PERMIT LIST November 23, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
HEARTLAND MECHANICAL, INC.	502 MERCEDES DR	NEW BUILDING	0.00
HEARTLAND MECHANICAL, INC.	506 ELIZABETH ST	NEW BUILDING	0.00
HEARTLAND MECHANICAL, INC.	905 ANDREW ST	NEW BUILDING	0.00

ltem 24.



## SIGN PERMIT LIST November 23, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
ACTION SIGN AND GRAPHICS	1430 COLLEGE DR E	N/A	66,600.00
AP Design	118 COLLEGE DR W	N/A	33,300.00
AP Design	1210 COLLEGE DR E	N/A	300.00

ltem 24.

#### City of Marshall, Minnesota Cash & Investments 10/31/2021

	Par	Rate
CASH & INVESTMENTS:		
Checking -Bremer	2,925,906.26	0.00%
Money Market - Bremer	4,426,241.44	0.02%
Money Market - Bank of the West	3,384,460.92	0.15%
Money Market - US Bank	9,126.22	0.03%
Money Market - US Bank (ARP Funds)	713,604.05	0.03%
Money Market - Wells Fargo	1,024,635.08	0.03%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Bremer	1,000,000.00	0.40%
Certificate of Deposit - Bremer	5,000,000.00	0.18%
Certificate of Deposit - Wells Fargo	245,000.00	1.80%
Certificate of Deposit - Wells Fargo	245,000.00	1.70%
Investment Portfolio - General Fund	2,740,415.40	
Investment Portfolio - WW/SW Capital Reserve	3,540,187.27	
Investment Portfolio - Endowment Fund	2,072,206.01	
Municipal - US Bank	4,840,000.00	0.21% Average
Certicate of Deposit - US Bank	245,000.00	0.60%
Certicate of Deposit - US Bank	245,000.00	0.60%
Agency - US Bank	4,250,000.00	0.24% Average
TOTAL CASH & INVESTMENTS	38,906,782.65	



PUBLIC HOUSING COMMISSION OF THE CITY OF MARSHALL PARKVIEW APARTMENTS

Minutes of the Meeting of September 13, 2021

Meeting called to Order: 3:37 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Knoben, Rickgarn, Edblom, Sailor. Absent: None.

MOTION by Reilly, seconded by Rickgarn, to approve the minutes of the August 9th, 2021 meeting. All voted in favor, Motion passed.

#### **REPORTS:**

Ten Month Operating Statement for FYE 21 was reviewed by the Board. Motion by Knoben, second by Rickgarn to approve the monthly report. All voted in Favor, Motion passed to approve the report. Chair signed report.

Account Receivable/Payable: One month of reports were reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 020288 to # 020332 in the amount of \$ 53,598.95 Motion by Rickgarn, second by Knoben, to approve the report. All voted in Favor, Motion Passed. Occupancy Report: Currently working with several applicants for

Parkview, and Family Units. Detailed Maintenance report included.

CFP-2020. Update on Fire Alarm System and Elevator's. E-mails on Elevator.

CEP-2021. Bid opening on Parkview windows, Rejected the one Bid. Bid out Parking Lot late December, early January. Windows will be re-bid at same time.

## New Business:

- A. Washer /Dryer Update-payment.
- B. Motion by Reilly, second by Rickgarn, to approve Resolution # 21-10. Family unit utility allowances, effective 10/01/2021. All voted in favor, motion passed.
- C. Copy of Soil Boring report of Parkview Parking Lot. D. Motion by Rickgarn, second by Knoben, to approve Resolution # 21-11. Approve FY 2022 Budget. All voted in favor, Motion passed.
- E. Need to reschedule October meeting from Oct. 11th to the 18th. Next Meeting: October 18th 2021 3:30 p.m. Community Room.

Chairperson Reilly Declared the meeting adjourned at 4:25 p.m. Mark Farrell, Executive Director UNIVI Board Member

## Marshall-Lyon County Library Regular Board Meeting Minutes October 11<sup>th</sup>, 2021

Board Members Present: Michael Murray, Russ Labat, Paul Graupmann, Linda Baun, Ruth Bot, Eric DeGroot, Paula Botsford, and Saara Raappana. Staff Present: Director Michele A. Leininger and Christine DeGroot. Others Present:

Called to order at 4:00 p.m. by M. Murray, President.

Pledge of Allegiance.

Motion made by L. Baun, seconded by R. Labat to adopt the agenda as presented. Roll Call Vote: Yes-M. Murray, R. Labat, L. Baun, R. Bot, E. DeGroot, S. Raappana, and P. Botsford. No: None. The motion passed unanimously.

## P. Graupmann arrived

Motion made by R. Labat, seconded by E. DeGroot to adopt the Consent Agenda. Roll Call Vote: Yes- M. Murray, R. Labat, P. Graupmann, E. DeGroot, L. Baun, R. Bot, S. Raappana, and P. Botsford. No: None. The motion passed unanimously.

## Old Business:

**COVID 19 Re-Opening Update:** Saturdays and Wednesday evenings are slower at the Library. Circulation numbers are slowly going up. The community room is less busy with the surge in COVID-19 cases. The three services that are still on pause are: in-home daycare programming, opening the study rooms, and reopening the play area in the Children's Department. We have had the first positive staff member since last Summer. We have not had to quarantine any other staff members due to how it fell with their schedule. The Library does not anticipate changing any current services or programs. There was discussion on redistributing the hours that the Library is open. It was decided to wait and see where the demand is the greatest and then adjust the hours.

The Library has not seen an increase in students from Southview Elementary School after school. There is still a large number of Marshall Middle School students inside the building, outside, and biking through the parking lot. Currently, there has not been a large group of Marshall Middle School students causing problems like in past years. There continues to be a significant number of parents that pick up their children in the Library parking lot. There have been complaints from parents who meet their children here after school to use the Library and not being able to find a parking spot. There was discussion on reaching out to the Marshall Middle School to encourage parents not to pick up their children in the Library parking lot and encourage the children who bike to use the sidewalks instead of going through the Library parking lot.

**2022 Draft Budget:** Director Leininger has met with someone from the City and the County in regards to the 2022 Budget. There was discussion on doing the technology and/or the GEO thermal not in the operating budget but as a separate cost. The City is looking at other bids for medical insurance, so there should be cost savings with the medical insurance. Hopefully, by the November

Ing, we will have a better idea of the 2022 Budget.

R. Labat brought up the electric bill and the savings for this year. Director Leininger proposed using part of the savings to replace some of the existing canister lights with LED bulbs. The main focus would be on the lights in the public areas and the back administrative hallway. R. Labat proposed using up to \$3,000 on new LED lights. There was no opposition. This should enable getting close to half the canister lights in the Library switched over to LED lights by the end of the year.

## New Business -

**Policy Review- Parking Lot**: There were no changes to the existing Parking Lot Policy. Motion made by P. Graupmann to reapprove the Parking Lot Policy, seconded by S. Raappana. Roll Call Vote: Yes- M. Murray, R. Labat, P. Graupmann, L. Baun, R. Bot, E. DeGroot, P. Botsford, and S. Raappana. No: None. The motion passed unanimously.

## S. Raappana left

**Health Care Savings Plan (HCSP)**: The HCSP contributions stayed the same as two years ago when it was up for renewal. Motion made by L. Baun, seconded by P. Botsford to approve the HCSP. Roll Call Vote: Yes- M. Murray, R. Labat, P. Graupmann, L. Baun, R. Bot, E. DeGroot, and P. Botsford.

## Reports

**Director's Report** – Director Leininger and P. Nemes attended the Minnesota Library Association Conference last week virtually. They did a presentation on the Library of Amusements and how during a pandemic they were able to expand the amount of items for people to check out. They increased the number of toys, games, binge boxes, cake pans, and children's puzzles for check out.

For the November meeting, there will be a draft for a 3 Year Strategic Plan, the Materials Lending Policy for review, and an End of the Year Projection Budget for 2021. Anita Gaul will not be able to continue on the Board due to her teaching schedule. So, there will be an opening on the Board for a City Representative member. We will be applying for a Marshall Community Foundation Grant for two new Bottle Filling Stations in the Library. One will be by the main entrance and the second one will be in the Children's area with a Bottle Filling Station and Children's water fountain.

**Board President Report:** M. Murray has recently started using Hoopla. He has really enjoyed using it and encourages others to try it. The Minnesota Orchestra won Gramophone's 2021 Orchestra of the Year.

#### Friends: None.

**Plum Creek:** They did hire a new director for Plum Creek. Her name is Elizabeth Hoffman. She will start October 25<sup>th</sup>. Director Leininger will stay on with Plum Creek until the end of the year to make the transition as smooth as possible.

Motion by R. Bot, seconded by R. Labat to adjourn at 5:20 p.m.

Respectfully Submitted, Christine DeGroot



## CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, November 23, 2021
Category:	CLOSED SESSION
Туре:	INFO
Subject:	Closed session pursuant to Minn. Stat. §13D.05 subd. 3(b). Meeting may be closed pursuant to Attorney-Client privilege.
Background	City Attorney Dennis Simpson intends to advise Mayor and Council as to the status of pending
Information:	litigation initiated by Double R. Rentals, Limited Liability Partnership vs. City of Marshall and MMU, and to also provide a status update regarding Broadmoor Valley.
Fiscal Impact:	None
Alternative/	None
Variations:	
Recommendations:	That the City Council proceed in closed session to discuss pending litigation.

## 2021 Regular Council Meeting Dates

## 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month

## 5:30 P.M.

#### City Hall, 344 West Main Street

#### <u>January</u>

- 1. January 12, 2021
- 2. January 26, 2021

#### **February**

- 1. February 09, 2021
- 2. February 23, 2021

#### <u>March</u>

- 1. March 09, 2021
- 2. March 23, 2021

#### <u>April</u>

- 1. April 13, 2021
- 2. April 27, 2021

#### May

- 1. May 11, 2021
- 2. May 25, 2021

#### June

- 1. June 08, 2021
- 2. June 22. 2021

### <u>July</u>

- 1. July 13, 2021
- 2. July 27, 2021

#### August

- 1. August 10, 2021
- 2. August 24, 2021

#### **September**

- 1. September 14, 2021
- 2. September 28, 2021

#### <u>October</u>

- 1. October 12, 2021
- 2. October 26, 2021

#### <u>November</u>

- 1. November 09, 2021
- 2. November 23, 2021

#### **December**

- 1. December 14, 2021
- 2. December 28, 2021

#### 2021 Uniform Election Dates

- February 09, 2021
- April 134, 2021

- May 11, 2021
- August 10, 2021
- November 2, 2021

#### 204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



## Upcoming Meetings

## November

- 11/23 Regular Meeting, 5:30 PM, City Hall
- 11/23 Budget Work Session, at or after 7:00 PM, City Hall

## December

- 12/14 Regular Meeting, 5:30 PM, City Hall
- 12/14 TNT Meeting, 6:00 PM, City Hall (During regular meeting)
- 12/28 Regular Meeting, 5:30 PM, City Hall

## January (2022)

- 01/11 Regular Meeting, 5:30 PM, City Hall
- 01/25 Regular Meeting, 5:30 PM, City Hall