



## CITY OF MARSHALL

### City Council Meeting

#### A g e n d a

Tuesday, September 27, 2022 at 5:30 PM  
City Hall, 344 West Main Street

#### OPENING ITEMS

##### APPROVAL OF AGENDA

##### APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Regular Meeting and Budget Work Session Held on September 13, 2022

##### PUBLIC HEARING

2. Ice and Snow Removal and Weed Elimination from Private Property in the City of Marshall. 1) Conduct a Public Hearing. 2) Consider a Resolution Adopting the Assessment
3. Conduct Public Hearing and Adoption of Ordinance for HVAC License Ordinance – Chapter 22, Article 22-VII Mechanical and HVAC Construction, Sec. 22-211 Mechanical License

##### AWARD OF BIDS

##### CONSENT AGENDA

4. Consider Authorization to Declare Vehicles as Surplus Property for the Marshall Police Department.
5. National Highway Safety Grant
6. Repurpose Surplus (DWI Forfeiture) Vehicle to Be Used at the MERIT Center
7. Consider Approval of a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce at the Red Baron Arena
8. Consider Approval of a LG220 Gambling Application for Exempt Permit for the United Way of SW MN at Brau Brothers Brewery on January 27, 2023
9. Wastewater Treatment Facilities Improvement Project - Consider Payment to Bolton & Menk, Inc
10. Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Resolution Authorizing Execution of MnDOT Agreement No. 1051776 for Funding of Site and Building Design
11. Project SWM-002: Legion Field Stormwater Improvements Project-Phase II - Parkway Basin - Consider Approval of BNSF Agreement
12. Call for Public Hearing for an On-Sale and Sunday Liquor License Application for Atlantic Place
13. Call for Public Hearing for an On-Sale Liquor License Application for The Gambler
14. Consider Approval of the Bills/Project Payments

##### APPROVAL OF ITEMS PULLED FROM CONSENT

##### OLD BUSINESS

##### TABLED ITEM

##### NEW BUSINESS

15. Consider Approval of 2022-2023 League of Minnesota Cities Insurance Trust Property/Casualty and Liability Insurance
16. Fire Department Purchase of Two (2) Grass Rig Skid Units
17. Consider a Resolution Calling for the Increase and Improvement of Pollinator Habitat
18. Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

##### COUNCIL REPORTS

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

##### STAFF REPORTS

21. City Administrator

**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.

- 22. Director of Public Works/City Engineer
- 23. City Attorney

**ADMINISTRATIVE REPORTS**

**INFORMATION ONLY**

- [24.](#) Marshall-Lyon County Library Board July 2022 Minutes
- [25.](#) Public Housing Commission July Minutes
- [26.](#) Cash and Investments
- [27.](#) Building Permits

**ADJOURN TO CLOSED SESSION**

**MEETINGS**

- [28.](#) Upcoming Meetings

**ADJOURN**

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the minutes from the regular meeting and budget work session held on September 13, 2022.
<b>Background Information:</b>	Enclosed are the minutes from the regular and budget work session meeting held on September 13, 2022.
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the regular and budget work session meeting held on September 13, 2022, be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
BUDGET WORK SESSION  
M I N U T E S  
Tuesday, September 13, 2022**

The budget work session of the Common Council of the City of Marshall was held September 13, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 4:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, John DeCramer, Russ Labat, James Lozinski, and Amanda Schroeder. Absent: Steve Meister. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Jim Marshall, Director of Public Safety; Dave Parsons, City Assessor; Karla Drown, Finance Director; Scott VanDerMillen, Director of Community Services; Sheila Dubs, Human Resource Manager; Dean Coudron, Public Ways Superintendent; Lauren Deutz, Economic Development Director; Preston Stensrud, Parks Superintendent and Steven Anderson, City Clerk.

**Preliminary 2023 Budget and Levy**

Sharon Hanson, City Administrator, opened the session with a presentation on future park needs. Based on surveys conducted the city has strong support for a variety of park and recreation projects and little disagreement with the importance of parks and rec to quality of life and attractiveness of the community. Hanson brought forward Preston Stensrud, Parks Superintendent, to discuss the current state of the Independence Park picnic shelter and possible timelines for replacement. Discussion was had about possibly adjusting the capital improvement timeline. Stensrud continued his presentation with talks about the disrepair of the band shell located at Liberty Park.

Sharon Hanson moved the discussion to the state of the aquatic center. A new location for a proposed aquatic center was brought forth for discussion. Talks were had about sharing the Schwan's parking lot between Greeley and Saratoga.

E.J. Moberg, Director of Administrative services presented the 2023 Preliminary Budget and Levy discussion. From the August 23, 2022, Budget work session the preliminary levy increase was brought down to 12.01%. Discussion was had about various projects and the classification and compensation study. One option presented would reduce the levy increase to 9.04%. More discussion was had regarding the use of American Rescue Plan Act money and bonding rates.

**Adjourn**

At 5:17 P.M. Mayor Brynes adjourned the Budget Work Session.

Attest:

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Mayor

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City Clerk



**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, September 13, 2022**

The regular meeting of the Common Council of the City of Marshall was held September 13, 2022, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, Russ Labat, John DeCramer, and James Lozinski. Absent: Steve Meister. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Jim Marshall, Director of Public Safety; Scott VanDerMillen, Director of Community Services; Karla Drown, Finance Director; Dave Parson, City Assessor; Quentin Brunsvold, Fire Chief; Ilya, Gutman, Plans Examiner; Ray Henriksen, Building Servers Coordinator; Preston Stensrud, Parks Supervisor; Police Sgt. Ben Rieke; Steven Anderson, City Clerk and the Marshall Volunteer Fire Department.

The Pledge of Allegiance was recited at this time.

**Consider Approval of the Minutes from the Regular Meeting and Budget Work Session Held on August 23, 2022.**

Motion made by Councilmember Schafer, Seconded by Councilmember Labat to approve the minutes from the regular meeting and budget work session held on August 23. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

**Authorization to Purchase Wide Area Mower for Parks Department**

Preston Stensrud, Parks Supervisor, presented the bids for the parks department wide area mower. The current mower is a 2015 model and has roughly 2700 hours of use time. The wide area mower is the most used mower in the park fleet. Council had questions and discussion on the extended warranty option. Additional questions were also raised regarding leasing and if the Equipment Review Committee had made a recommendation.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to purchase the wide area mower from Kibble Equipment without the extended warranty. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski, Councilmember Schroeder. Voting Nay: Councilmember Labat. The motion **Carried. 5-1.**

**Approval of the Consent Agenda**

Councilmember Lozinski requested that HVAC License Ordinance – Chapter 22, Article 22-VII Mechanical and HVAC Construction, Sec. 22-211 Mechanical License – Introduction of Ordinance be removed from the consent agenda.

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

- Consider Approval of a LG220 Gambling Application for Exempt Permit for Shades of the Past Located at Runnings, 1101 E. Main Street on June 3, 2023
- Consider approval of a LG220 gambling application for exempt permit for SMSU Baseball at SMSU, 1501 State Street on January 11, 2023
- Consider approval of a LG220 gambling application for exempt permit for SMSU Mustangs at SMSU, 1501 State Street on December 17, 2022
- Consider approval of a LG220 gambling application for exempt permit for SMSU Softball at SMSU, 1501 State Street on December 16, 2022
- Consider approval of a LG220 gambling application for exempt permit for SW MN Ducks Unlimited at the Marshall Golf Club, 800 Country Club Drive on October 14, 2022
- Consider approval of a temporary on-sale liquor license for SMSU for their SMSU Gala on November 5, 2022
- Surplus equipment for the Marshall Fire Department

- Approval of Grant Contract between the State of Minnesota and Marshall Fire Department
- Consider renewal of the MMUA service agreement for safety program services
- Consider approval of an amendment to the Personnel Policy Manual--Appendix B--Maximum Allowable Reimbursement/Per Diem Rates
- Project AP-003: Airport Snow Removal Equipment (SRE) Building - Acknowledgment of Acceptance of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design
- Consider annual agreements for renewal with Lutheran Social Services & Marshall Area Senior Citizens for 2023
- State of Minnesota Joint Powers Agreement and Amendment to CJDN
- Consider Approval of a LG214 Premises Permit Application for the Milroy Baseball Assoc. at Tavern 507
- Consider approval of the bills/project payments

#### **Approval of Items Pulled from Consent**

Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to approve the item removed from the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

- HVAC License Ordinance – Chapter 22, Article 22-VII Mechanical and HVAC Construction, Sec. 22-211 Mechanical License – Introduction of Ordinance and Call for Public Hearing.

#### **Consider Resolution for Insurance Agent Services**

E.J. Moberg, Director of Administrative Services, presented the request for insurance agent services. The City's insurance coverage for property, liability, automobile, and workers' compensation is provided by the League of Minnesota Cities Insurance Trust (LMCIT). LMCIT requires cities to use the services of an agent to assist and advise a city on their insurance coverage. The policy coverage period is an annual term, with property, liability, and automobile coverage effective October 1 each year and workers' compensation coverage effective January 1 each year. The current agent would complete the October 1, 2022, renewal and has worked with city staff on coverage values and review of the city's reported assets since May. Two responses to the RFP were received, Bremer Insurance and North Risk Partners. The Ways and Means Committee met on August 29th and recommend the change to North Risk Partners.

Motion made by Councilmember Labat, Seconded by Councilmember DeCramer to approve the resolution designating North Risk Partners as insurance agent. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

#### **Consider Resolution Approving the changes for the 2023 Fee Schedule**

Finance Director Karla Drown introduced three changes to the fee schedule that were recommended by the Ways and Means Committee on August 29, 2022. The changes were brought forward to match timelines with Marshall Municipal Utilities to send updated notices. Other recommended changes to the fee schedule would occur later. Clarification was added that the surface water fee was not being adjusted and remains at a 0% increase.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to approve the fee schedule as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski, Councilmember Schroeder. Voting Nay: Councilmember Labat. The motion **Carried. 5-1.**

#### **Authorization for Project Acceptance of FY23 Outdoor Recreation Grant for Inclusive Play at Independence Park**

Preston Stensrud presented the grant received from the MN DNR. The City of Marshall will need to match the DNR grant amount with a deadline for completion of June 30, 2024. The total estimated cost of the project is \$57,244, which includes installing three new inclusive playground components, sidewalk, and synthetic safety surfacing. Equipment for the playground is anticipated to arrive this fall or next spring. The new structure will be built in the southeast corner of the current playground. As a comparison the Legion Field inclusive playground was approximately 700 sq. ft. while the

Independence Park inclusive playground is planned to be around 1800 sq. ft. Most of the matching funds for the grant were received via donations.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to accept the Outdoor Recreation Grant for Inclusive Play at Independence Park. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

**Marshall Fire Department Relief Association Benefit level increase request**

The Marshall Fire Department Relief Associations' current annual benefit level is \$5,807. The maximum benefit level allowed per the Relief Association 2022 schedules is \$6,200. The last benefit level increase for the association was January 1st, 2017. If approved the benefit level would be a 6.8% increase since 2017 or an approximate 1.1% annual increase. Three scenarios were presented by Fire Chief Brunsvold and Ryan Serreyn, head of the Relief Association, in which all scenarios show that the contribution from the City of Marshall would be \$0. Discussion between the council was had regarding the fund. Ways and Means Committee recommended this item be brought forward to council.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski, Councilmember Schroeder. Voting Abstaining: Councilmember Labat. The motion **Carried. 5-0-1.**

**Consider approval of Joint Powers Agreement renewal with Marshall Public Schools**

Scott VanDerMillen, Director of Community Services, presented the joint powers agreement with Marshall Public Schools. The agreement is reviewed annually by the City of Marshall and Marshall Public Schools. Some notable changes were replacing West Side Elementary with Southview Elementary, and the adjustment of the Adult Basic Education program to be placed under the Director of Business Services for Marshall Public Schools.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Lozinski, Councilmember Schroeder. Voting Nay: Councilmember Labat. The motion **Carried. 5-1.**

**Project Z83: James Avenue/Camden Drive Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment**

This project consisted of the following: Reconstruction and utility replacement on James Avenue from the intersection of Camden Drive and James Avenue to the intersection of South 4th Street and James Avenue and on Camden Drive from the intersection of Camden Drive and James Avenue to the intersection of Camden Drive and South 4th Street; Sanitary sewer, watermain, and storm sewer replacement on James Avenue. Sanitary sewer and storm sewer replacement on Camden Drive. This project included new curb & gutter, driveway aprons, water services, and sewer services to the right-of-way, and new 7' sidewalk on both sides of James Avenue. The project also included new curb and pavement on Camden Drive and replacement of storm sewer from Camden Drive to the outfall at the Redwood River. The project cost amounted to \$995,218 with \$71,442 to be assessed to property owners.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to accept the resolution declaring costs to be assessed and ordering preparation of proposed assessment. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

The hearing date for the proposed assessments is set to be held on October 11, 2022.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer to call for a public hearing on the proposed assessments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

**Project ST-001-2022: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2)**

Change Order No. 1 (Final) results in a contract decrease in the amount of \$15,453.10 and a total contract amount of \$207,002. The original contract amount, as authorized by the City Council at their meeting on February 22, 2022, was for an amount not-to-exceed the 2022 budgeted amount of \$210,581.00.

The 2022 budget for this project is \$210,581. This budget includes \$160,000.00 in line item 101-43300-53425, \$28,298 in MSAS funds, and \$22,283 received from penalties assessed on last year's Z88 MSAS Overlay project.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

**Broadmoor Valley Manufactured Housing Community Redevelopment Program Grant Application City Support**

The Manufactured Housing Community Redevelopment Program is a grant program to fund infrastructure improvements or acquisition of manufactured home parks to address the needs of aging manufactured home communities around the state. The program will prioritize projects based on health, safety, and critical need improvements, as well as projects that leverage support from local municipalities, and/or projects converting a community to a cooperative ownership model. Mr. Paul Schierholz, owner of Broadmoor Valley has requested city assistance to enhance the grant application.

The City of Marshall will also be putting forward staff time and labor towards improvements needed at Broadmoor Valley if the grant were to be awarded. Several criteria and conditions will continue from the current grant received to the new grant.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. Voting Abstaining: Councilmember DeCramer. The motion **Carried. 5-0-1.**

**Approval of Joint Resolution for Orderly Annexation of Fairview Township Property**

The City of Marshall has previously received a petition for annexation of 80.52 acres of property currently located in Fairview Township. The property is located within the 1982 Orderly Annexation Agreement as previously signed by the City of Marshall and Fairview Township. On July 26, 2022, the City of Marshall has previously approved a joint resolution for orderly annexation of the petitioned property. The City approved resolution was then forwarded to Fairview Township for approval. On August 1, 2022, City Attorney's office was notified that the Fairview Township Board objected to the joint resolution and indicated that Fairview Township would not sign the joint resolution as previously presented.

City Attorney Dennis Simpson had several discussions with the Municipal Boundary Adjustments Office in St. Paul, Minnesota. The Boundary Adjustments Office has advised the city to prepare a resolution asking that a hearing be held to address the annexation request. Prior to that hearing Fairview Township agreed to sign a joint resolution, if additional compensation was paid for lost tax revenue related to the property subject to annexation. Minnesota Statutes do allow for reimbursement of lost tax revenue for a period not to exceed 8 years. Over the 8-year period the City of Marshall would pay Fairview Township a total of \$2,202.

Motion made by Councilmember DeCramer, Seconded by Councilmember Schafer. Voting Yea: Mayor Byrnes, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

### **Consider Resolution Adopting Preliminary 2023 Levy**

At the September 13<sup>th</sup> work session staff discussed the proposed levy increase. The primary factors for the current increase of 12.01% include: increased payroll, insurance, and fringe benefits; an increase due to the 2022 debt issuance; and inflation. The county board and governing body of each city or special taxing district must adopt its proposed property tax levy for taxes payable year 2023 and certify that amount to the home county auditor on or before September 30<sup>th</sup>. The proposed property tax levy certified should be the taxing jurisdiction's proposed property tax levy for all purposes, including debt service. Discussion about the 12.01% levy increase option and not increasing the tax rate was had between councilmembers. An additional option of 9.04% levy to keep the city tax rate the same as last year was also brought forth.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt a 2023 preliminary levy increase of 9.04%. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. Voting Nay: Councilmember DeCramer. The motion **Carried. 5-1.**

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

Byrnes	Southwest Regional Development Commission met and discussed preliminary levies for various municipalities.
Schafer	No report.
Schroeder	Planning Commission meets on September 14 to discuss the comp plan. More information to come once the commission meets.
DeCramer	Diversity, Equity and Inclusion met and had a presentation from an individual and their experience with religious prejudice. Public Housing Commission resolved an ongoing issue from 2018. Snow removal bid will be accepted, and garbage contracts are still in progress for a three-year period.
Labat	Adult Community Center LSS contract approved but would like to investigate a multi-year agreement with small increases. Barb Lipinski retirement open house is on September 16. The library hired three new employees, one in Balaton and two in Marshall. Software for the Library has been updated to EnvisionWare and should improve the staff and public experience. Lyon County preliminary budget includes a 3.5% levy increase towards the library. Friends of the Library had a successful event from Sounds of Summer and raised \$3400 from the book sale. Prairie Jam Sept 29 <sup>th</sup> is hosted by Visit Marshall and features Tyler Farr. CVB would like to expand the resident area for board members to be the school district boundaries.
Lozinski	No report.

### **Councilmember Individual Items**

Councilmember Schafer commented on the event at Memorial Park for 9/11. Schafer also would like to have staff review agreements for rentals and use of city owned facilities.

Councilmember Lozinski wanted to remind citizens that school is in session and to slow down to allow children to get to schools safely.

Councilmember Labat brought up concerns at the Marshall Middle School that the turn arrow is causing confusion and having people turn into the bus only area. Feedback was received regarding the Marshall Community Services brochures not being mailed, but still being available online through the City of Marshall website.

Councilmember DeCramer wanted to announce Welcoming Week at Justice Park being on a different day and time. Something to investigate would be a "Welcome" sign when coming into the city other than the one on the pedestrian bridge across Highway 23. DeCramer also wanted to make the public aware of the sign ordinance within the city and the statute for highway right of ways. Please keep signs out of the right of way areas.

Mayor Brynes commented on the 150<sup>th</sup> Committee meeting and wanted to thank all the volunteers for their time and dedication.

#### **City Administrator**

Attended the new Border States Electric building grand opening and toured the facility. North Central International remodel looks great and the comments from NCI were encouraging for the Marshall area. Local sports groups, schools, and YMCA are going to meet on September 26<sup>th</sup> to review the indoor rec study.

#### **Director of Public Works/City Engineer**

Thanked all the people adjacent to recent street projects for their patience as the construction finishes up. Updates were given on the following projects: West Lyon Street, Greeley Street, and Halbur Road. The FAA will be in Marshall to discuss capital improvements. MPCA permit letter should arrive by the end of the week.

#### **City Attorney**

The approval of the Fairview Township annexation and submittal to the state the city can expect about 30 days to complete the annexation into the city. Attorney General's Office is looking at retaining a mediator to settle issues with Broadmoor Valley, City of Marshall, and its residents. The Helena building appears to have started its asbestos abatement.

#### **Administrative Brief**

There were no questions on the administrative brief.

#### **Information Only**

There were no questions on the informational items.

#### **Upcoming Meetings**

There were no questions on the upcoming meetings.

#### **Adjourn**

At 7:06 P.M. Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder. Voting Yea: Mayor Brynes, Councilmember Schafer, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 6-0.**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	Ice and Snow Removal and Weed Elimination from Private Property in the City of Marshall. 1) Conduct a Public Hearing. 2) Consider a Resolution Adopting the Assessment.
<b>Background Information:</b>	<p>City shall conduct public hearing to consider approving of special assessment to be levied against City property to allow for collection of costs incurred by the City to remove ice and snow and to mow lawns-eliminate weeds on private property. Minnesota Statutes Chapter 429.101 does set forth the various types of City charges that can be assessed against property taxes pursuant to the special assessment process. Minnesota Statutes §429.101 subd. 1(1) indicates that snow, ice, or rubbish removal from sidewalks may be assessed against property owners. §429.101 subd. 1(2) indicates that "weed elimination from streets or private property" may be assessed against property owners.</p> <p>The procedure by which those types of costs incurred by the City may be assessed against private property owners is outlined in Minnesota Statute §429.061 and procedures further outlined in a Minnesota Court of Appeals decision Sykes v. Rochester City Council Court of Appeals case A13-2421. The Sykes decision does require full compliance with §429.061, when levying those costs as assessments against private property. §429.061 does require public hearing to be held before those amounts can be assessed.</p>
<b>Fiscal Impact:</b>	The City has incurred the costs for ice and snow removal, lawn mowing and weed elimination as set forth in the attached resolution. Approval of the resolution will allow for the City to recover its out of pocket costs.
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	<p>Recommendation #1 that the Council close the public hearing on assessments for ice and snow removal and for weed elimination from private property in the City of Marshall.</p> <p>Recommendation #2 that the Council adopt a resolution, which is the "Resolution Adopting Assessment" for ice and snow removal and for weed elimination from private property in the City of Marshall.</p>

# RESOLUTION NUMBER 22-077

## RESOLUTION ADOPTING ASSESSMENT

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

### ICE AND SNOW REMOVAL AND FOR WEED ELIMINATION FROM PRIVATE PROPERTY IN THE CITY OF MARSHALL

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

- Such proposed assessments, as outlined below, are hereby accepted, and shall constitute the special assessments against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

Parcel Number	Property Owner	Property Address	Assessment Amount	Reason
27-677134-0	JUDITH MCCANN	102 W. Lyon St.	\$80.00	Snow Removal
27-177020-0	TYRONE & JUDITH ROBERTS	300 Lawrence St.	\$85.00	Snow Removal
27-177020-0	TYRONE & JUDITH ROBERTS	300 Lawrence St.	\$80.00	Snow Removal
27-177002-0	NANCY PIEHL	303 S. 1st St.	\$65.00	Snow Removal
27-604040-0	JAMES & GERRI CARTER	306 S. 1st St.	\$65.00	Snow Removal
27-177007-0	CURTIS VANMEVEREN	315 S. 1st St.	\$75.00	Snow Removal
27-207023-0	HUGH SMITH	400 Donita Ave	\$85.00	Snow Removal
27-206096-0	ANN RICHARDSON	505 Southview Dr.	\$75.00	Snow Removal
27-604062-0	JUAN & VERONICA DIAZ	506 S. 1st St.	\$65.00	Snow Removal
27-677156-0	SEQUOIA HOLDINGS LLC	511 W. Redwood St.	\$85.00	Snow Removal
27-111012-0	LIIBAAN MOHAMED & SAHRA SHEIKH	617 W. Lyon St.	\$75.00	Snow Removal
27-825080-0	LENITRA FRIEND	617 W. Redwood St.	\$75.00	Snow Removal
27-966025-0	AUGUST & EH MOO	810 Westmar Cir.	\$130.00	Mowing

- Such assessments are proposed to be payable in equal annual principal installments extending over a period of one (1) year, the first of the installments to be payable on or before the first Monday in January 2022 and shall bear interest at the rate of two and five one-tenths percent (2.5%) per annum from October 15, 2022. To the first installment shall be added interest on the entire assessment from October 15, 2022, through December 31, 2022.
- The owner of any property may at any time prior to certification of the assessment to the County Auditor, pay the entire assessment on such property, with interest accrued from October 15, 2022, to the date of payment, to the City Clerk. No interest shall be charged if the entire assessment is paid by November 30, 2022. If you decide not to prepay the assessment before



the date given above, the rate of interest that will apply is two and five one-tenths percent (2.5%) per year. The right to partially prepay the assessment to the City Clerk is available.

4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Passed and adopted by the Marshall City Council this 27<sup>th</sup> day of September 2022.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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

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

(Code 1976, § 7.04)

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

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

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

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

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

**429.101 UNPAID SPECIAL CHARGES MAY BE SPECIAL ASSESSMENTS.**

Subdivision 1. **Ordinances.** (a) In addition to any other method authorized by law or charter, the governing body of any municipality may provide for the collection of unpaid special charges as a special assessment against the property benefited for all or any part of the cost of:

- (1) snow, ice, or rubbish removal from sidewalks;
- (2) weed elimination from streets or private property;
- (3) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of sections 463.15 to 463.26;
- (4) installation or repair of water service lines, street sprinkling or other dust treatment of streets;
- (5) the trimming and care of trees and the removal of unsound trees from any street;
- (6) the treatment and removal of insect infested or diseased trees on private property, the repair of sidewalks and alleys;
- (7) the operation of a street lighting system;
- (8) the operation and maintenance of a fire protection or a pedestrian skyway system;
- (9) inspections relating to a municipal housing maintenance code violation;
- (10) the recovery of any disbursements under section 504B.445, subdivision 4, clause (5), including disbursements for payment of utility bills and other services, even if provided by a third party, necessary to remedy violations as described in section 504B.445, subdivision 4, clause (2); or
- (11) [Repealed, 2004 c 275 s 5]
- (12) the recovery of delinquent vacant building registration fees under a municipal program designed to identify and register vacant buildings.

(b) The council may by ordinance adopt regulations consistent with this section to make this authority effective, including, at the option of the council, provisions for placing primary responsibility upon the property owner or occupant to do the work personally (except in the case of street sprinkling or other dust treatment, alley repair, tree trimming, care, and removal, or the operation of a street lighting system) upon notice before the work is undertaken, and for collection from the property owner or other person served of the charges when due before unpaid charges are made a special assessment.

(c) A home rule charter city, statutory city, county, or town operating an energy improvements financing program under section 216C.436 or 216C.437 has the authority granted to a municipality under paragraph (a) with respect to energy improvements financed under that section.

Subd. 2. **Procedure for assessment.** Any special assessment levied under subdivision 1 shall be payable in a single installment, or by up to ten equal annual installments as the council may provide, except that a special assessment made under an energy improvements financing program under subdivision 1, paragraph (c), may be repayable in up to 20 equal installments. With these exceptions, sections 429.061, 429.071, and 429.081 shall apply to assessments made under this section.

Subd. 3. **Issuance of obligations.** (a) After a contract for any of the work enumerated in subdivision 1 has been let, or the work commenced, the council may issue obligations to defray the expense of any such

work financed in whole or in part by special charges and assessments imposed upon benefited property under this section.

(b) Section 429.091 shall apply to such obligations with the following modifications:

(1) such obligations shall be payable not more than two years from the date of issuance;

(2) the amount of such obligations issued at one time in a municipality shall not exceed the cost of such work during the ensuing six months as estimated by the council;

(3) a separate improvement fund shall be set up for each of the enumerated services referred to in subdivision 1 and financed under this section.

(c) Proceeds of special charges as well as special assessments and taxes shall be credited to such improvement fund.

**History:** 1953 c 398 s 10; 1955 c 811 s 6; 1963 c 771 s 5; 1965 c 323 s 2; 1973 c 337 s 1; 1974 c 340 s 1,2; 1984 c 548 s 7; 1984 c 582 s 7; 1984 c 591 s 6; 1984 c 633 s 5; 1986 c 444; 1Sp2003 c 21 art 11 s 29; 2004 c 275 s 2; 2008 c 366 art 6 s 42; 2010 c 216 s 22; 2013 c 85 art 8 s 6; 2018 c 155 s 36

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Conduct Public Hearing and Adoption of Ordinance for HVAC License Ordinance – Chapter 22, Article 22-VII Mechanical and HVAC Construction, Sec. 22-211 Mechanical License
<b>Background Information:</b>	<p>State Building Code requires a building permit for practically all Heating, Ventilation, and Air Conditioning (HVAC) work with few exceptions. This includes all furnaces and A/C replacements, the most common type of HVAC work. However, unlike residential and plumbing contractors, HVAC contractors do not need a State license – only bond is required, which means that the State doesn't have any way of dealing with non-compliances. Consequently, staff has no recourse in cases when HVAC contractors do not apply for building permits or do not call for inspections, which is common.</p> <p>To rectify the situation, staff suggested implementing a local registration process for HVAC contractors. Only locally registered contractors will be permitted to work in the City, which may give local contractors an edge regarding their work in town. Some time ago, the City of Marshall had a local plumbing license provision, but it was repealed in 2011 to offset the cost of adding fees for plumbing permits because plumbing permits were free prior to the repeal. Several cities in the State of Minnesota have local registration/license process for HVAC contractors and they like it.</p> <p>At its August 23, 2022, meeting, Legislative &amp; Ordinance Committee approved proposed HVAC license ordinance and recommended moving it forward to the full council. Proposed Ordinance has a two-year cycle and suggested fee is \$50, just to cover expenses. At its August 29, 2022, meeting, Ways and Means committee approved proposed fees.</p> <p>Attached is a proposed informational letter to be sent to mechanical contractors and a list of all HVAC contractors who have ever applied for a permit in Marshall.</p> <p>The New Ordinance Section 22-211 Mechanical License was introduced and called for Public Hearing at the September 13, 2022, City Council meeting.</p>
<b>Fiscal Impact:</b>	License fees will be collected to cover administrative expenses.
<b>Alternative/Variations:</b>	None.
<b>Recommendations:</b>	<p>That the Council close the public hearing.</p> <p>That the Council adopt Ordinance No. 22-010 to establish a local HVAC license Chapter 22, Article 22-VII Mechanical and HVAC Construction, Sec. 22-211 Mechanical License).</p>



COMMUNITY PLANNING  
344 WEST MAIN STREET  
MARSHALL, MN 56258-1313  
PHONE: 507-537-6773  
FAX: 507-537-6830

Dear Mechanical Contractor:

The City of Marshall is instituting an HVAC license program starting in 2023. All Mechanical contractors who do installation and service of heating, ventilation, and air conditioning work including associated ducting, piping, and equipment, such as furnaces and fireplaces, as regulated by the State Mechanical and Fuel Gas Code, will need the City license to be able to work in town. Exceptions include stand-alone (not duct connected) electric heaters, air conditioners, and combination units; bathroom and wall exhaust/supply fans; and low voltage HVAC control equipment.

The term of the license will be two years starting January 1, 2023 and the fee will be \$50. The only requirement for getting a license is having a valid mechanical bond with the State of Minnesota. Application for this license will be available on-line and renewals will be done on-line as well. However, this license may be revoked for conducting a business of mechanical contracting in violation of any State or local laws, including working without required building permit or not calling for inspections.

Thank you,

Community Planning Department

	Company	Type mech	Address	City	Contact Name	Phone #
▶	CARLSON & STEWART REFRIGERATION, IN	MECO	700 HURON ROAD	MARSHALL	CHRIS SAVAGE	(507) 532-2576
◊	Cottonwood Co op Oil Company	MECO, PLBM	PO Box 318	COTTONWOOD	Neil Kroger	(507) 423-6251
◊	ELITE MECHANICAL SYSTEMS	MECO	PO BOX 305	WINDOM	BRIDGET HODKIN	(507) 830-0874
◊	HARTS HEATING & REFRIGERATION	MECO	1105 CANOGA PARK STE 101	MARSHALL	KEVIN HART	(507) 532-7309
◊	M & V CONTRANCTING	MECO	504 SUNRISE DR	TRACY	MICHAEL ANDREE	(507) 629-4049
◊	MCDOWALL COMPANY	MECO	1431 PROSPER DRIVE	WAITE PARK	JAY MUMM	(320) 251-8640
◊	Regnier Electric	MECO	100 S 10th St.	MARSHALL		(507) 532-9570
◊	TRI-STATE MECHANICAL, INC.	MECO, PLUM	P.O. BOX 241	MARSHALL	MICHAEL J. ORTHAUS	(507) 532-2667
◊	Werner Bros., Inc	MECO	801 Michigan Road	MARSHALL	Benjamin Schmid	(507) 532-3641
◊	Woody's Plumbing and Repair Inc.	MECO, PLUM	131 5th Street PO Box 406	BALATON	Scott Wood	(507) 828-1482

	Company	Type plum,	Address	City	Contact Name	Phone #	C
▶	BISBEE PLUMBING & HEATING	PLUM, MECO	P.O. BOX 3	MARSHALL	SCOTT A. WILLIAMS	(507) 537-0596	
◊	Coequyt Plumbing & Heating LLC	PLUM, MECO	306 N Madison St	MINNEOTA	Matthew Coequyt		
◊	E.T. HEATING & COOLING	PLUM, MECO	103 EUCLID ST.	MILROY	EDWARD P THOFT	(507) 336-2421	
◊	FRANK'S ELECTRIC, PLUMBING & HEATIN	PLUM, MECO	210 W MCQUESTION PO BOX 162	GHENT	RONALD F SUSSNER	(507) 428-3299	
◊	HEARTLAND MECHANICAL, INC.	PLUM, MECO	P.O. Box 518	MARSHALL	KENNETH E HOLM	(507) 532-6228	
◊	RON'S PLUMBING & HEATING SERVICE	PLUM, MECO	108 W. FLYNN ST.	REDWOOD FALLS	RONALD R SEAMAN	(507) 637-2388	
◊	SAHLSTROM'S HEATING, COOLING & REFR	PLUM, MECO	17585 ASPEN AVE.	TRACY	SAMUEL B. SAHLSTROM	(507) 629-3734	
◊	TRIO PLUMBING & HEATING	PLUM, MECO	PO BOX 825	MARSHALL	KEVIN GOSSLAR	(507) 537-0622	
◊	WERKMAN MECHANICAL, LLC	PLUM, MECO	2056 CO. RD. 7	ARCO	DEVLOA A. WERKMAN	(507) 629-3639	



**ORDINANCE NO. 22-010**

**AN ORDINANCE ESTABLISHING  
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 22  
RELATING TO HVAC MECHANICAL LICENSE**

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

Section 1: City Code of Ordinances, Chapter 22-Businesses, Article 22-VII Mechanical and HVAC Construction, Section 22-211 Mechanical license is hereby established.

**Chapter 22 Businesses**

**Article 22-VII Mechanical and HVAC Construction**

**Section 22-211 Mechanical license**

- (a) Definitions: Mechanical contracting includes installation and service of heating, ventilation, and air conditioning work including associated ducting, piping, and equipment, such as furnaces and fireplaces. This work is generally regulated by the State Mechanical and Fuel Gas Code.
- (1) For the purpose of this Section, stand-alone (not duct connected) electric heaters, air conditioners, and combination units; bathroom and wall exhaust/supply fans; and low voltage HVAC control equipment are excluded from the mechanical contracting.
- (b) License required: It is unlawful for any person to engage in the work or business of Mechanical contracting without a mechanical business license from the City of Marshall.
- (c) License term: The term of the license shall be two calendar years.
- (d) License fee: The City Council may, by resolution, establish a fee for this license.
- (e) Bond required: Proof of mechanical bond with the State of Minnesota shall be required before a license is granted to any person or business.
- (f) Suspension or revocation: The City Council may, after giving a 10-day notice and a hearing, suspend or revoke a license for providing false information on the application or conducting a business of mechanical contracting in violation of any State or local laws, including violation of the State Building Code.
- (g) Penalty: Violation of this Article, including working without mechanical business license, shall be a misdemeanor under the State law.

Section 2: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 27<sup>th</sup> day of September, 2022.

THE COMMON COUNCIL

ATTEST:

\_\_\_\_\_  
Mayor of the City of Marshall, MN

\_\_\_\_\_  
City Clerk

Ordinance Introduced on: September 13, 2022

Final Passage on: September 27, 2022

Ordinance Published in the Marshall Independent: \_\_\_\_\_

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare vehicles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	These vehicles have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These vehicles will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That these vehicles be declared as surplus property by the City of Marshall.

22-6564	05 Dodge Van	No Plates	2D8GP44LX5R1E3301	Abandoned
22-9322	02 Dodge Ram	740 UYK	1D7HU18Z25588570	Abandoned
22-6543	08 Chevy Equinox	No Plates	2CNDL23F286323632	Abandoned

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	National Highway Safety Grant
<b>Background Information:</b>	<p>The Minnesota Department of Public Safety, Office of Traffic Safety (OTS) has partnered with law enforcement agencies to conduct well publicized safety enforcement programs. The Marshall Police Department has participated in the Toward Zero Death (TZD) program in past years through the OTS. The 2023 enforcement campaign is focused on impaired driving, speed enforcement and distracted driving.</p> <p>The National Highway Safety Administration provided federal funding to the OTS to design and implement public education and traffic enforcement programs, like the TZD program, with a goal of zero road fatalities.</p> <p>The Marshall Police Department will act as the fiscal agent for 8 other local agencies and compile information from other partner agencies and submit activity reports to the OTS. The total amount of the grant award available to the participating agencies is \$16,900.00 with an equipment match of \$1,550.00.</p>
<b>Fiscal Impact:</b>	None – All grant funded
<b>Recommendations:</b>	Approve the Marshall Police Department’s participation in the Toward Zero Death (TZD) program and serve as the fiscal grant agent for partnering agencies.

## RESOLUTION NUMBER 22-078

### RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

WHEREAS, the City of Marshall on behalf of its Police Department desires to enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety enforcement projects during the period from October 1, 2022 through September 30, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Marshall, Minnesota as follows:

1. That the grant agreement between the Minnesota Department of Public Safety and the City of Marshall on behalf of its Police Department, is hereby approved. A Copy of the Grant Agreement is attached to this Resolution and made a part of it.
2. That the Director of Public Safety, Jim Marshall, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Marshall on behalf of its Police Department and to be the fiscal agent and administer the grant.
3. That Robert Byrnes, the Mayor for the City of Marshall, and Steven Anderson, the City Clerk, are authorized to sign the Grant Agreement.

Passed and Adopted by the City Council of Marshall on 09/27/2022.

CITY OF MARSHALL

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By: Robert Byrnes  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Steven Anderson  
Its City Clerk



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Repurpose surplus (DWI forfeiture) vehicle to be used at the MERIT Center
<b>Background Information:</b>	<p>In March of 2021, the Marshall Police Department seized a 2015 Chevrolet Silverado pickup during a DWI arrest. The vehicle went through the forfeiture process and became the property of the City of Marshall. The vehicle was declared surplus during the May 24, 2022 city council meeting.</p> <p>The Marshall Police Department is asking the City Council to consider keeping the vehicle for official use by the police department and the MERIT Center. The vehicle would be kept primarily at the MERIT Center and used for emergency vehicle operation training, general maintenance needs, transporting of equipment, moving of trailers and for use by the drug task force when needed. Minnesota State Statute 169A.63 (Vehicle forfeiture) allows for forfeited vehicles to be kept for official purposes.</p> <p>The vehicle, a 2015 Chevrolet Silverado has 166,000 miles and is in “fair” condition. If unknown major mechanical issues are detected, advice from the city mechanic would determine if the vehicle is repaired or sold at auction “as is”.</p>
<b>Fiscal Impact:</b>	None
<b>Recommendations:</b>	Consider approval of repurposing the surplus vehicle for official use by the Marshall Police Department and MERIT Center.

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce at the Red Baron Arena
<b>Background Information:</b>	
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	To approve the application for the Marshall Area Chamber of Commerce Temporary On-Sale Liquor License for their Business After Hours Event at the Red Baron Arena on October 6, 2022.



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		Date organized		Tax exempt number	
Marshall Area Chamber of Commerce		2-11-1930		[REDACTED]	
Address		City	State	Zip Code	
317 N. Main St. Suite 2		Marshall	MN	56258	
Name of person making application		Business phone		Home phone	
Brad Gruhot		507-532-4484			
Date(s) of event		Type of organization			
October 6 <sup>th</sup> 2022		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit			
Organization officer's name		City	State	Zip Code	
Chad Drake		Marshall	MN	56258	
Organization officer's name		City	State	Zip Code	
			MN		
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 area, describe.

Red Barron Arena - Business After Hours

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

NO

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

NO

**APPROVAL**

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

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

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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

**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BY EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of a LG220 gambling application for exempt permit for the United Way of SW MN at Brau Brothers Brewery on January 27, 2023
<b>Background Information:</b>	
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	To approve LG220 Gambling Application for Exempt Permit for the United Way of SW MN at Brau Brothers Brewery on January 27, 2023

**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: United Way of Southwest Minnesota

Previous Gambling

Permit Number: X [REDACTED]

Minnesota Tax ID

Number, if any: \_\_\_\_\_

Federal Employer ID

Number (FEIN), if any: [REDACTED]

Mailing Address: PO Box 41

City: Marshall State: MN Zip: 56258 County: Lyon

Name of Chief Executive Officer (CEO): Meg Louwagie

CEO Daytime Phone: 507-929-2273 CEO Email: meg.louwagie@unitedwayswmn.org

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): unitedway@unitedwayswmn.org

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Brau Brothers Brewing Company

Physical Address (do not use P.O. box): 910 E Main Street, Marshall, MN 56258

Check one:

☒ City: Marshall Zip: 56258 County: Lyon

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): January 27, 2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.



**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)****CITY APPROVAL  
for a gambling premises  
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

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

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Meg Louwagie Date: 9.20.20  
(Signature must be CEO's signature; designee may not sign)

Print Name: Meg Louwagie**REQUIREMENTS****Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

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

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

**MAIL APPLICATION AND ATTACHMENTS****Mail application with:**

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

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

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## Checklist for Exempt Raffle

Organization Name: <b>United Way of Southwest Minnesota</b>		Previous Gambling Permit #: <b>X- [REDACTED]</b>		Date of Raffle Drawing: <b>January 27, 2023</b>	
<b>INSTRUCTIONS:</b>					
<ul style="list-style-type: none"><li>The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the <i>Lawful Gambling Manual</i> chapter on raffles; 3) the online class, <i>"Conduct of Raffles"</i>; and 4) the <i>phone number and email address</i> of your county's Compliance Specialist.</li><li>After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle.</li></ul>					
		<b>Yes</b>		<b>Conduct</b>	
<ul style="list-style-type: none"><li>If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3.</li><li>If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3.</li></ul>		<input checked="" type="checkbox"/>		9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted ( <b>NO CREDIT CARDS</b> ). ( <i>349.2127</i> ) ( <i>7861.0260</i> )	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. ( <i>349.173</i> )	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		11. Persons are not required to be present at a raffle drawing to be eligible to win. ( <i>349.173</i> ) ( <i>7861.0310</i> )	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		12. Raffle tickets are not sold to or won by persons under age 18. ( <i>349.181</i> ) ( <i>7861.0310</i> )	
<b>Yes</b>		<b>Prizes</b>			
<input checked="" type="checkbox"/>	4. The organization is the sole owner of all the real or personal property to be awarded. ( <i>7861.0260</i> )		<input checked="" type="checkbox"/>	13. Purchasers are not required to buy anything other than the ticket. ( <i>349.173</i> ) ( <i>7861.0310</i> )	
<input checked="" type="checkbox"/>	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. ( <i>7861.0260</i> )		<b>Yes</b>	<b>House Rules</b>	
<input checked="" type="checkbox"/>	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. ( <i>7861.0260</i> )		<input checked="" type="checkbox"/>	14. Clear and legible house rules in accordance with MN Rule <i>7861.0310</i> are prominently posted at the point of winner selection.	
<input checked="" type="checkbox"/>	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. ( <i>349.166</i> )		<b>Yes</b>	<b>Post Raffle Conduct</b>	
<input checked="" type="checkbox"/>	8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. ( <i>340A.707</i> )		<input checked="" type="checkbox"/>	15. An exempt permit financial report ( <i>LG220A</i> ) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. ( <i>349.166</i> )	
			<input checked="" type="checkbox"/>	16. Gambling funds may only be spent for allowable expenses and lawful purposes. ( <i>349.12 3a &amp; 25</i> )	
			<input checked="" type="checkbox"/>	17. Gambling records must be kept for 3½ years. ( <i>7861.0310</i> )	
<b>CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)</b>					
<b>Noncompliant Activity:</b> I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.					
Signature: <i>Meg Louwagie</i>		Date: <i>9-20-22</i>		Print Name: <b>Meg Louwagie</b>	
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application.		Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public		Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.	

This form will be made available in alternative format (i.e., large print, braille) upon request.  
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How You May Spend Gambling Funds	How You May Not Spend Gambling Funds
<p><b>Allowable expenses</b> - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> <li>• gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games);</li> <li>• advertising;</li> <li>• printing raffle tickets; or</li> <li>• any services or goods that are directly related to the conduct of your gambling.</li> </ul> <p><b>Charitable contributions</b> - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> <li>• to or by 501(c)(3) organization and 501(c)(4) festival organizations;</li> <li>• relieving the effects of poverty, homelessness, or disability;</li> <li>• problem gambling programs approved by the Minnesota Department of Human Services;</li> <li>• public or private nonprofit school;</li> <li>• scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships);</li> <li>• church;</li> <li>• recognition of military service (open to public) or active military personnel in need;</li> <li>• activities and facilities benefiting youth under age 21;</li> <li>• citizen monitoring of surface water quality, with data submitted to Minnesota PCA;</li> <li>• unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed);</li> <li>• wildlife management projects or activities that benefit the public-at-large, with DNR approval;</li> <li>• grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval;</li> <li>• supplies and materials for DNR training and educational programs;</li> <li>• nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled;</li> <li>• community arts organizations or programs;</li> <li>• humanitarian service recognizing volunteerism or philanthropy; and</li> <li>• acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>Controlled contribution</b> - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund.</li> <li>2. <b>Financial gain</b> - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure.</li> <li>3. <b>Government</b> - An expenditure may not be made for: <ul style="list-style-type: none"> <li>• influencing the nomination or election of a candidate for public office;</li> <li>• promoting or defeating a ballot question; or</li> <li>• any activity intended to influence an election or a governmental decision-making process.</li> </ul> </li> <li>4. <b>Law enforcement</b> - A direct contribution may not be made to a law enforcement or prosecutorial agency.</li> <li>5. <b>Pension</b> - A contribution may not be made to a government pension or retirement fund, such as a fire relief association.</li> <li>6. <b>Conflict of interest</b> - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255.</li> <li>7. <b>Alcohol</b> - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages.</li> <li>8. <b>Fundraising</b> - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund.</li> <li>9. <b>Other organizations</b> - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization.</li> <li>10. <b>Other contributions</b> - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.</li> </ol>

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Wastewater Treatment Facilities Improvement Project - Consider Payment of Invoice 0295801 to Bolton & Menk, Inc.
<b>Background Information:</b>	<p>Attached are the following for the above-referenced project:</p> <ol style="list-style-type: none"> <li>1) Invoice 0295801 to Bolton &amp; Menk, Inc., of Mankato, Minnesota, in the amount of \$1,655.00</li> </ol> <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
<b>Fiscal Impact:</b>	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
<b>Alternative/Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize payment of Invoice 0290306 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$1,655.00.





Real People. Real Solutions.

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

Payment by Credit Card Available Online at [www.Bolton-Menk.com](http://www.Bolton-Menk.com)  
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Marshall  
Scott Truedson, Wastewater Superintendent  
600 Erie Street  
Marshall, MN 56258

August 29, 2022  
Project No: T22.115360  
Invoice No: 0295801  
Client Account: MARS

**Marshall/WWTF Improvements**

Marshall WWTF Improvement

Professional Services per Agreement from May 14, 2022 through August 19, 2022:

Construction Services (004)

**Professional Services**

	Hours	Amount
Word Processing/Data Entry		
Technician	8.00	680.00
Printing/Copying		
Administrative	2.00	230.00
Contract Admin/Construction Engineering		
Design Engineer	1.00	185.00
Record Drawings		
Senior Technician	4.00	560.00
Totals	15.00	1,655.00
<b>Total Labor</b>		<b>1,655.00</b>

**Billing Limits**

	Current	Prior	To-Date
Total Billings	1,655.00	717,057.73 ✓	718,712.73 ✓
Limit			900,000.00 ✓
Remaining			181,287.27 ✓

**Total this Task** \$1,655.00

**Total this Invoice** \$1,655.00

VENDOR # 0724INVOICE # 295-801\$ AMOUNT 1,655.00DATE 9-13-22ACCT & PROJ # 602-49500-35120 W13DESCRIPTION WWTF ImprovementsSIGNATURE Scott Truedson

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Resolution Authorizing Execution of MnDOT Agreement No. 1051776 for Funding of Site and Building Design.
<b>Background Information:</b>	<p>Attached is companion agreement and resolution for MnDOT Contract #1051776 for Funding of Site and Building Design of the Airport Snow Removal Equipment (SRE) Building in the amount of \$109,968.00.</p> <p>The following is a timeline of events relating to this project:</p> <p>10/12/2021 – City Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00.</p> <p>04/26/2022 – City Council authorized City and TKDA staff to submit requests for federal and State grant.</p> <p>04/29/2022 – Upon authorization by the City Council, TKDA submitted the attached FAA Grant Application in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for the TKDA pre-design study.</p> <p>05/10/2022 – City Council authorized acceptance of the Proposal with TKDA for Design Phase Services in the amount of \$255,000 with services under this proposal, contingent on receipt of the federal and State grant agreements.</p> <p>08/15/2022 – FAA Grant Agreement 3-27-0056-019-2022 received and electronically signed by Mayor and City Attorney.</p> <p>09/13/2022 – City Council acknowledgement of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design of the SRE Building in the amount of \$135,598.00</p>
<b>Fiscal Impact:</b>	<p>This Grant Agreement provides for MnDOT-Aeronautics funding in the amount of \$109,968.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for our pre-design study.</p> <p>The attached companion grant agreement from the MnDOT-Aeronautics in the amount of \$109,968 is for the 70% State funding share on federally ineligible portions of the facility and a 5% match on the federally eligible work. The companion agreement supplements the FAA grant agreement that we have already received in the amount of \$135,598. The remainder will be funded with local funds in the amount of \$51,434.00.</p>
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council adopt Resolution 22-079, which is the Resolution of Authorization to Execute MnDOT Grant Agreement No. 1051776 for funding of Site and Building Design of the Airport Snow Removal Equipment (SRE) Building in the amount of \$109,968.00.



## RESOLUTION 22-079

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

It is resolved by the City of Marshall as follows:

1. That the state of Minnesota Agreement No. 1051776,  
"Grant Agreement for Airport Improvement Excluding Land Acquisition," for  
State Project No. A4201-103 at the Southwest Minnesota Regional Airport is  
accepted.
2. That the \_\_\_\_\_ Mayor \_\_\_\_\_ and \_\_\_\_\_ City Clerk \_\_\_\_\_ are  
(Title) (Title)  
authorized to execute this Agreement and any amendments on behalf of the  
City of Marshall.

### CERTIFICATION

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_ Lyon \_\_\_\_\_

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the  
Common Council of the City of Marshall

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the 27th day of September, 2022

as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



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

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

## **RECITALS**

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

## **AGREEMENT TERMS**

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

- 1.1 **Effective Date.** This agreement will be effective on September 19, 2022, or the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2026, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project **SP A4201-103**, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits: Exhibit 'A' – City of Marshall Grant Request Letter; Exhibit 'B' – Credit Application**

### **2 Grantee's Duties**

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the



prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

- 2.6 Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of **20 years** from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

### 3 Time

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

### 4 Cost and Payment

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

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
SRE Building Site Design & Admin (\$52,000)	90%	5%	5%
SRE Building Pre- Design (\$35,000)	39.87%	41.21%	18.92%
SRE Building Final Design (\$210,000)	35.64%	44.26%	20.10%
Federal Committed:	<b>\$ <u>135,598.00</u></b>		
State:	<b>\$ <u>109,968.00</u></b>		
Grantee:	<b>\$ <u>51,434.00</u></b>		

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

- 4.2 Travel Expenses.** No travel Expenses are authorized for this project. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state at the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.3 Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed **\$109,968.00**.



#### 4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by Credit Application, Exhibit ‘B’, which is attached and incorporated into this agreement and can also be found at <http://www.dot.state.mn.us/aero/airportdevelopment/documents/creditappinteractive.pdf>, is the form Grantee will use to submit invoices. The State’s Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:  
*As work progresses on a monthly schedule.*

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State’s discretion.

4.5.3 **State’s Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee’s expenditures.

4.5.5.1 The State’s Authorized Representative will notify Grantee’s Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format; and (3) Electronic files of planning documents (Airport Layout Plans – ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.

4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State’s Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State’s Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.



## 5 Conditions of Payment

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

## 6 Authorized Representatives

### 6.1 The State's Authorized Representative are:

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

### 6.2 Grantee's Authorized Representative is:

Jason Anderson , City Engineer & Public Works Director; Phone (507)537-6773  
([Jason.Anderson@ci.marshall.mn.us](mailto:Jason.Anderson@ci.marshall.mn.us))

City of Marshall  
344 West Main Street  
Marshall, MN 56258-1313

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

## 7 Assignment Amendments, Waiver, and Grant Agreement Complete

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

**7.2 Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

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

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

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

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

## 8 Liability

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

## 9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and



program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

## 10 Government Data Practices and Intellectual Property Rights

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

## 10.2 Intellectual Property Rights.

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

## 10.2.2 Obligations

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

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





## 11 Workers Compensation

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

## 12 Publicity and Endorsement

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

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

## 13 Governing Law, Jurisdiction, and Venue

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

## 14 Termination; Suspension

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

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

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

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

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

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

## 15 Data Disclosure

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



- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see [www.mmd.admin.state.mn.us/debarredreport.asp](http://www.mmd.admin.state.mn.us/debarredreport.asp).
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.
- 20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-ublic.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-ublic.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 **Additional Provisions**  
[Intentionally left blank.]





**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Contract/PO No(s). \_\_\_\_\_

**GRANTEE**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION  
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION  
CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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



PUBLIC WORKS DIVISION  
344 WEST MAIN STREET  
MARSHALL, MN 56258-1313  
PHONE: 507-537-6773  
FAX: 507-537-6830

April 27, 2022

SP A4201-103 MnDOT Contract # 1051776

Luke Bourassa  
South Region Engineer  
MnDOT Office of Aeronautics  
395 John Ireland Boulevard  
St. Paul, MN 55155-1800

AIP 3-27-0056-19-22

Re: Request for Grant Agreements  
Southwest Minnesota Regional Airport – Marshall (MML)  
Snow Removal Equipment Building and Site Design Project

Dear Mr. Bourassa:

The City of Marshall hereby requests Grant Agreements for federal and state funding for the Snow Removal Equipment Building and Site Design Project at the Southwest Minnesota Regional Airport.

Total project cost is \$297,000.00 as shown on the attached Project Cost Breakdown, and as described below. Federal Airport Improvement Program (AIP) funding for fiscal year 2022 is requested in the amount of \$135,598.50 for 90% of the federally eligible work. State funding is requested in the amount of \$109,967.75 for a 70% state funding share on federally ineligible portions of the facility, and a 5% match on the federally eligible work. The remainder will be funded with local funds in the amount of \$51,433.75.

The City of Marshall authorized a Professional Services Agreement with TKDA on October 12, 2021 for the Project Formulation and Pre-Design Study in the amount of \$35,000.00. The Marshall City Council will authorize a Professional Services Agreement with TKDA for Final Building Design and Site Design services associated with the Project in the amount of \$255,000.00, contingent on receipt of federal funding. The total project engineering costs for Project Formulation, Pre-Design Study, Final Building Design and Site Design will be in the amount of \$290,000.00. The City is obtaining an Independent Fee Estimate (IFE) for the design phase Authorization. A price and cost analysis by city staff also found the fees to be fair and reasonable.

The City of Marshall has included \$7,000 for administration expenses as part of this request. Administrative expenses include independent fee estimate services.

Thank you for your consideration. If you have any questions concerning this request, please contact my office at (507) 537-6773.

Respectfully,

Jason R. Anderson, P.E.  
Digitally signed by Jason R. Anderson, P.E.  
Date: 2022.04.27 13:53:15 -05'00'

Jason Anderson, PE  
Director of Public Works / City Engineer

c: Ben Garrow – FAA  
John Peterson – TKDA

<p align="center"><b>PROJECT COST BREAKDOWN</b>  <b>SRE BUILDING AND SITE DESIGN</b>  <b>SOUTHWEST MINNESOTA REGIONAL AIRPORT - MARSHALL (MML)</b>  <b>FEDERAL FISCAL YEAR 2022 GRANT REQUEST</b></p>								
ID	UNIT OF WORK	COSTS			FUNDING			
		TOTAL COST	AIP ELIGIBLE PERCENTAGE*	AIP ELIGIBLE COST	FAA	STATE AIP MATCH	STATE	SPONSOR
					90.0%	5.0%	70.0%	Varies
1	ADMINISTRATIVE							
	Independent Fee Estimate	\$ 5,000.00	100.00%	\$ 5,000.00	\$ 4,500.00	\$ 250.00	\$ -	\$ 250.00
	City Administration	\$ 2,000.00	100.00%	\$ 2,000.00	\$ 1,800.00	\$ 100.00	\$ -	\$ 100.00
	<b>Subtotal Administrative</b>	<b>\$ 7,000.00</b>	<b>100.00%</b>	<b>\$ 7,000.00</b>	<b>\$ 6,300.00</b>	<b>\$ 350.00</b>	<b>\$ -</b>	<b>\$ 350.00</b>
2	ENGINEERING/ARCHITECTURE							
	Pre-Design Study/Project Formulation	\$ 35,000.00	44.30%	\$ 15,505.00	\$ 13,954.50	\$ 775.25	\$ 13,646.50	\$ 6,623.75
	Final Building Design	\$ 210,000.00	39.60%	\$ 83,160.00	\$ 74,844.00	\$ 4,158.00	\$ 88,788.00	\$ 42,210.00
	Site Design	\$ 45,000.00	100.00%	\$ 45,000.00	\$ 40,500.00	\$ 2,250.00	\$ -	\$ 2,250.00
	<b>Subtotal Engineering/Architecture</b>	<b>\$ 290,000.00</b>	<b>49.54%</b>	<b>\$ 143,665.00</b>	<b>\$ 129,298.50</b>	<b>\$ 7,183.25</b>	<b>\$ 102,434.50</b>	<b>\$ 51,083.75</b>
	<b>TOTAL COST</b>	<b>\$ 297,000.00</b>	<b>50.73%</b>	<b>\$ 150,665.00</b>	<b>\$ 135,598.50</b>	<b>\$ 7,533.25</b>	<b>\$ 102,434.50</b>	<b>\$ 51,433.75</b>
			<b>Project Funding Shares</b>		<b>45.7%</b>	<b>2.5%</b>	<b>34.5%</b>	<b>17.3%</b>
			<i>Avaiable FAA Entitlement Balance**</i>		<i>\$ 600,000.00</i>			

\*FAA funding eligibility subject to change

Admin. = \$7,000  
 Site Design = \$45,000  
 Total = \$52,000    AIP 90% = \$46,800; State 5% = \$2,600; Local = \$2,600

Pre-Design = \$35,000    44.30% AIP Eligible = \$15,505    AIP 90% = \$13,954; State 5% = \$ 775.50; Local 5% = \$775.50

55.7% State Eligible = \$19,495    State 70% = \$13,646.50    Local 30% = \$5,848.50

FAA = 39.87%; State = 41.21%; Local = 18.92%

Final Building Design = \$210,000

39.60% AIP Eligible = \$83,160;    90% AIP = \$74,844; State 5% = \$4,158; Local 5% = \$4,158

FAA = 35.64%; State = 44.26%; Local = 20.10%

60.40% State Eligible = \$133,484;    State 70% = \$93,439; Local 30% = \$40,045

Mn/DOT Agreement No.

# CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning \_\_\_\_\_, 20\_\_\_\_; ending \_\_\_\_\_, 20\_\_\_\_.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
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						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
<b>Total Expenditures</b>						<b>\$0.00</b>

☐ \*FINAL ☒ PARTIAL (CHOOSE ONE)

**NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.**

Municipality

By

Title

*Item 10.* FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

Exhibit "B" (cont.)

STATE OF Minnesota

COUNTY OF

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

\_\_\_\_\_  
Signature

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Project SWM-002: Legion Field Stormwater Improvements Project-Phase II - Parkway Basin - Consider Approval of BNSF Agreement.
<b>Background Information:</b>	<p>In 2019, Bolton &amp; Menk completed the Legion Field Stormwater Study to identify solutions for the frequent flooding that occurs in the Legion Field Road area. The area is marked by significant development and land coverage with minimal stormwater management facilities and undersized piping. The study identified three different phases of improvements, including the 2020 Phase I Legion Field ponding improvement that included a detention basin between the homes on Legion Field Road and Buffalo Ridge Concrete and a basin in Legion Field Park.</p> <p>The proposed Phase II improvements include a new pipe crossing of the railroad tracks and a ponding improvement north of the tracks and south of the Parkway Addition to manage the stormwater runoff from the developed land south of the BNSF railroad tracks. The developed industrial area south of the railroad tracks has been nearly completely covered by impervious surfacing for many years, and the development pre-dated current requirements for on-site stormwater management. This resulted in development that sheds stormwater quickly without managing the volume of stormwater runoff that is generated.</p> <p>At the 12/14/2021 meeting, the Council awarded the proposal for the Phase II final design services for the creation of the project plan set for this project to Bolton &amp; Menk.</p> <p>The project was intended to be bid and constructed in 2022, but due to delays associated with permitted a pipe crossing below BNSF railway right of way and rail tracks, the project is now delayed.</p> <p>We have recently received a proposed agreement from BNSF Railway. The agreement identifies that the City will be responsible for all costs associated with permitting, insurance, and rail spotter costs. Attached is a copy of the Pipeline License between BNSF Railway Company and the City of Marshall.</p>
<b>Fiscal Impact:</b>	The permit fee is \$1,647 and the BNSF Railroad Protective Liability Insurance fee is \$1,266. BNSF staffing cost for spotting and flagging operations are billed at \$1,350 per day with \$350 per mobilization. The BNSF fee schedule is the last page of the agreement.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendation:</b>	that the Council authorize execution of the attached Pipeline License between BNSF Railway Company and the City of Marshall.



Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive – MOB1  
Fort Worth, Texas 76131  
tel +1 817-230-2630

September 21, 2022

City of Marshall, MN  
Attention: Mr. Jessie Dehn  
344 W. Main Street  
Marshall, MN 56258

22W-13343

Dear Mr. Dehn:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please provide one signed copy, along with the following requirements:

- Online payment via the RP site in the amount of \$1,647.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,266.00 with your online payment.

**PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.**

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website [www.BNSFcontractor.com](http://www.BNSFcontractor.com) prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1,600.00.

Sincerely,

*Patricia Villegas*

Patricia Villegas  
Permit Manager  
Attachment

**PIPELINE LICENSE**

THIS PIPELINE LICENSE ("**License**") is made to be effective \_\_\_\_\_, 20\_\_ (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF MARSHALL, MN** ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

**GENERAL**

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, thirty-six (36) inches in diameter (the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Marshall, County of Lyon, State of Minnesota, Line Segment 0197, Mile Post 63.28 as shown on the attached Drawing No. 84099, dated April 26, 2022, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry stormwater, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

**COMPENSATION**

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of one thousand six hundred forty-seven and No/100 Dollars (\$1,647.00) as compensation for the use of the Premises.
7. **Costs and Expenses.**
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and



unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

### **LICENSEE'S OPERATIONS**

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's Roadmaster, at telephone (605) 373-4342, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensors of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 Cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3<sup>rd</sup> parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

**LIABILITY AND INSURANCE**13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including,

but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
  - Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations
  - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- a. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
  - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
  - Waiver of subrogation in favor of and acceptable to Licensor;
  - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
  - Separation of insureds;
  - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- b. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- c. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
  - Bodily injury and property damage.
  - Any and all vehicles owned, used or hired.
- a. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
  - Waiver of subrogation in favor of and acceptable to Licensor;
  - Additional insured endorsement in favor of and acceptable to Licensor;
  - Separation of insureds;
  - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

### 15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
  - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- a. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
  - Waiver of subrogation in favor of and acceptable to Licensor.

### 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- ☐ Licensee may **elect** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

### 15.5 Intentionally deleted.

### 15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensors for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensors. If Licensors allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensors liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensors an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensors or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensors that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensors may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensors as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensors under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensors to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensors shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

### **16. Compliance with Laws, Rules, and Regulations.**

16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors' applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.



17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials

Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

## **DISCLAIMER OF WARRANTIES**

18. No Warranties.

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

## **LIENS AND TAXES**

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises.

Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

#### **DEFAULT, TERMINATION, AND SURRENDER**

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. **Surrender of the Premises.**

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensors.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

#### **MISCELLANEOUS**

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.

- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.
- 26.4 Licensors shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensors shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensors for the performance of such obligations.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensors: Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive – MOB1  
Fort Worth, TX 76131  
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company  
2650 Lou Menk Dr.  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate
- If to Licensee: City of Marshall, MN  
344 W. Main Street  
Marshall, MN 56258
28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the

extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**



This License has been duly executed by the parties hereto as of the Effective Date.

**LICENSOR:**

**BNSF Railway Company**, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive – MOB1  
Fort Worth, TX 76131

By: \_\_\_\_\_  
Shane Krueger  
Vice President, Permits and Special Projects

**LICENSEE:**

**City of Marshall, MN**

By: \_\_\_\_\_  
By:  
Title:

EXHIBIT "A"

SCALE: 1 IN = 50 FT  
TWIN CITIES DIV.  
MARSHALL SUBDIV.  
L.S. 0197 MP: 63.28  
DATE: 4/26/2022

SECTION: 5  
TOWNSHIP & RANGE:  
111N 41W  
MERIDIAN: 5PM



DESCRIPTION OF PIPELINE PIPELINE SHOWN BOLD				● STORM SEWER OVERFLOW STRUCTURE ■ BORE PITS TO BE LOCATED 40' FROM TRACK CENTERLINE	
SIZE:	CARRIER PIPE 36"	CASING PIPE -	LENGTH ON R/W:	CARRIER PIPE 92'	CASING PIPE -
CONTENTS:	STORMWATER		WORKING PRESSURE:	0 PSI	
PIPE MATERIAL:	REINFORCED CONCRETE	-	BURY: BASE/RAIL TO TOP OF CASING	8.25'	
SPECIFICATIONS / GRADE:	CLASS V	-	BURY: NATURAL GROUND	1'	
WALL THICKNESS:	4"	-	BURY: ROADWAY DITCHES	1'	
COATING:	-	-	CATHODIC PROTECTION	NO	
VENTS: NUMBER ____ SIZE ____ HEIGHT OF VENT ABOVE GROUND ____					
NOTE: CASING TO BE JACKED OR DRY BORED ONLY					
MARSHALL COUNTY OF LYON			STATE OF MN		NAF



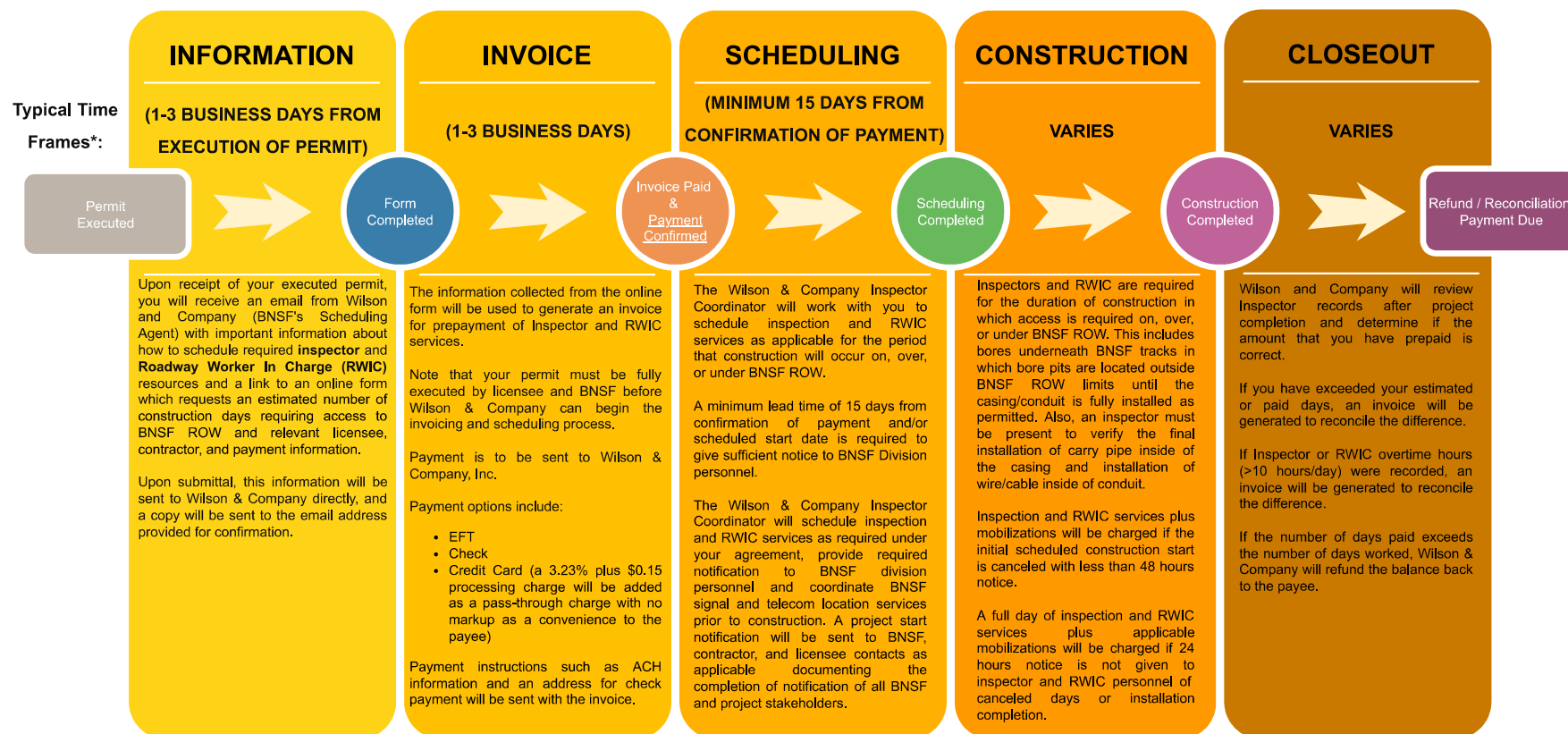
Fee Structure (effective 1/1/2021)

	Per Day up to 10 Hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,350	\$135	\$350	\$350
RWIC*	\$1,350	\$135	\$0	\$350

\* - BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project. In the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

## BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF California, Northwest and Montana divisions will require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these divisions, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**

rev Wed Mar 02 2022 10:44:13

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Call for Public Hearing for an On-Sale and Sunday Liquor License Application for Atlantic Place.
<b>Background Information:</b>	Attached is an application for a On-Sale and Sunday Liquor License for Atlantic Place. City Ordinance section 6-51 requires that a hearing be set within 20 days but not less than 10 days in advance. Liquor licenses are specific to location per City Ordinance and State Statute, as such this application will be a transfer from Bello Cucina located at 100 W. College Drive.
<b>Fiscal Impact:</b>	N/A
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	To set a public hearing date of October 11, 2022, for consideration of a On-Sale and Sunday Liquor License for Atlantic Place.



# Intoxicating Liquor License Application

License Period From: 9/1/2022 To: 12/31/2022

Receipt Number: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

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

1.

☐ New Application ☒ Renewal Application

Type of License (Select all that apply)

<input checked="" type="checkbox"/> On-Sale Liquor	\$3,000.00
<input checked="" type="checkbox"/> On-Sale Sunday	\$200.00
<input type="checkbox"/> On-Sale 3.2 % Malt Liquor	\$250.00
<input type="checkbox"/> Off-Sale 3.2 % Malt Liquor	\$90.00
<input type="checkbox"/> Brewer Taproom	\$500.00
<input type="checkbox"/> Wine	\$600.00
<input type="checkbox"/> Club License	\$275.00

2. Type of applicant ☐ Individual ☐ Corporation ☐ Club ☒ Partnership ☐ Other organization

3. Legal name of licensee (individual, partnership, corporation, organization or club) Atlantic Place, LLC  
Address 1600 Hahn Road Marshall MN 56258 Phone 507-829-8486  
PO Box 1083 Street City State Zip

4. Business name Same as above Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Street City State Zip

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

6. Proof of Workers' Compensation Insurance Coverage  
Insurance company name \_\_\_\_\_ Dates of coverage \_\_\_\_\_  
Policy number/Self-insurance permit number (Per Minnesota Statute Section 176.182) \_\_\_\_\_

I am **not** required to have workers' compensation liability coverage because

☐ I have no employees covered by the law ☐ Other (Specify on an attached document.)

## Section 1: Building/premises

All applicants complete this section.

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

If yes:

Building owner Knochenmus Enterprises, LLP Phone 507-829-8486

Business address PO Box 1083 - Marshall MN 56258  
Street 1600 Hahn Road City State Zip

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Call for Public Hearing for an On-Sale Liquor License Application for The Gambler.
<b>Background Information:</b>	Attached is an application for a On-Sale and Sunday Liquor License for The Gambler. City Ordinance section 6-51 requires that a hearing be set within 20 days but not less than 10 days in advance. Liquor licenses are specific to location per City Ordinance and State Statute, as such this application will be a transfer from Pearcy Enterprises to SLB Enterprises located at 303 W. Main Street.
<b>Fiscal Impact:</b>	N/A
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	To set a public hearing date of October 11, 2022, for consideration of a On-Sale Liquor License for The Gambler.





# Intoxicating Liquor License Application

License Period From: \_\_\_\_\_ To: \_\_\_\_\_

Receipt Number: \_\_\_\_\_ Amount Paid: \_\_\_\_\_

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

- 1.
- |   |  |
|---|--|
| <input checked="" type="checkbox"/> New Application | <input type="checkbox"/> Renewal Application |
| Type of License (Select all that apply)             |  |
| <input checked="" type="checkbox"/> On-Sale Liquor  | \$3,000.00                                   |
| <input type="checkbox"/> On-Sale Sunday             | \$200.00                                     |
| <input type="checkbox"/> On-Sale 3.2 % Malt Liquor  | \$250.00                                     |
| <input type="checkbox"/> Off-Sale 3.2 % Malt Liquor | \$90.00                                      |
| <input type="checkbox"/> Brewer Taproom             | \$500.00                                     |
| <input type="checkbox"/> Wine                       | \$600.00                                     |
| <input type="checkbox"/> Club License               | \$275.00                                     |

2. Type of applicant ☐ Individual ☒ Corporation ☐ Club ☐ Partnership ☐ Other organization

3. Legal name of licensee (individual, partnership, corporation, organization or club) SLB Enterprises  
Address 303 Phone [REDACTED]  
Street West Main City Marshall State MN Zip 56258

4. Business name The Gambler Phone 5075323957  
Address 303  
Street West Main City Marshall State MN Zip 56258

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

6. Proof of Workers' Compensation Insurance Coverage  
Insurance company name Ebner Insurance Dates of coverage [REDACTED]  
Policy number/Self-insurance permit number (Per Minnesota Statute Section 176.182) [REDACTED]

I am **not** required to have workers' compensation liability coverage because

☐ I have no employees covered by the law ☐ Other (Specify on an attached document.)

## Section 1: Building/premises

*All applicants complete this section.*

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

If yes:

Building owner \_\_\_\_\_ Phone \_\_\_\_\_

Business address \_\_\_\_\_  
Street City State Zip



## Intoxicating Liquor License Application

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

9. Are any of the following taxes or charges for the licensed premises unpaid or delinquent?
- |                     |   |                         |   |
|---------------------|---|-------------------------|---|
| State sales taxes   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | State withholding taxes | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Real estate taxes   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | City utility bills      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Special assessments | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                         |   |

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

11. Are there any changes in (a) finance or interest in premises; (b) contracts between the applicant and any persons, partnerships, corporations; or (c) any new loans since the license was last issued? If yes, explain. ☐ Yes ☒ No

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

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

Fiscal year from \_\_\_\_\_ to \_\_\_\_\_:

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

### Section 2: Employees

*All applicants complete this section.*

13. General manager, proprietor, food/beverage manager, managing partner, or any individual in charge of the licensed premises.
- |                                   |                                 |
|-----------------------------------|---------------------------------|
| Full name <u>Shauna Bjorklund</u> | Position <u>General Manager</u> |
| Residence address <u>_____</u>    | Phone <u>_____</u>              |
|                                   |                                 |
| Full name _____                   | Position _____                  |
| Residence address _____           | Phone _____                     |
|                                   |                                 |
| Full name _____                   | Position _____                  |
| Residence address _____           | Phone _____                     |

14. Does the current manager have management duties at any other establishment? ☐ Yes ☒ No  
*If yes, list name and address of establishment.*

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

Yearly, online alcohol serving class.

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	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
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.

CITY OF MARSHALL, MINNESOTA  
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS  
9/27/2022

PROJECT #:	Coding	DATE	CONTRACTOR:		ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00	(26,609.74)	14,047,690.26	4,099,265.87	6,918,924.06	3,029,500.33			-	-	100.00%
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00		3,039,722.04	2,661,221.96	66,794.00		11,822.00	-	100.00%
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kuechle Underground	849,244.50	8,701.86	857,946.36			779,179.36	78,767.00		-	-	100.00%
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45	(33,840.43)	1,890,760.02			1,879,301.49	11,458.53		-	-	100.00%
PK-001	401-45200-55130	8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10	6,940.50	382,599.60			109,320.20	243,828.63		18,586.78	10,863.99	97.16%
SWM-007	630-49600-55170	10/12/2021	Independence Park Pond Forebay Expansion	Towne & Country Excavating LLC	229,255.50	(1,134.66)	228,120.84			228,120.84			-	-	100.00%
AP-005	101-43400-55120	10/12/2021	A/D Building Roof Repair	Gag Sheet Metal, Inc.	37,200.00	45,399.00	82,599.00			51,879.00	30,720.00		-	-	100.00%
ST-002	495-43300-55170	2/8/2022	Bituminous Overlay on Various City Streets	Duininck, Inc	560,573.35	10,921.45	571,494.80			619,416.96			32,523.82	(80,445.98)	114.08%
ST-003	480-43300-55170	2/8/2022	1st/Greeley/Williams Reconstruction	R & G Construction Co.	1,647,498.69	2,500.00	1,649,998.69			602,978.69	486,960.02		57,365.20	502,694.78	69.53%
ST-001	101-43300-53425	2/22/2022	Chip Seals	Pearson Bros., Inc.	222,455.10	(15,453.10)	207,002.00			196,651.90	10,350.10		-	-	100.00%
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72	41,873.66	1,183,883.38			337,091.50			35,783.51	811,008.37	31.50%
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc	480,250.35		480,250.35				280,728.96		14,775.21	184,746.18	61.53%
ST-005	480-43300-55170	5/24/2022	Rose Parking Lot Reconstruction	R & G Construction Co.	140,177.51	19,600.57	159,778.08			159,778.08			-	0.00	100.00%
ST-023	480-43300-55170	5/24/2022	W. Lyon St.(College to 1st) Reconstruction	R & G Construction Co.	409,645.10	1,161.35	410,806.45			361,468.25			19,024.65	30,313.55	92.62%
ST-024	480-43300-55170	7/12/2022	Baldwin Parking Lot Reconstruction	R & G Construction Co.	159,515.77		159,515.77							159,515.77	0.00%
					27,282,585.14	809,420.46	28,092,005.60	4,099,265.87	9,958,646.10	8,510,402.34	778,039.08	189,881.17	1,618,696.66		



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 09/16/2022 - 09/29/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	09/16/2022	EFT	0.00	2,174.37	10833
5813	ACE HOME & HARDWARE	09/16/2022	EFT	0.00	84.47	10834
5813	ACE HOME & HARDWARE	09/23/2022	EFT	0.00	533.92	10890
4487	ADVANCED OPPORTUNITIES	09/23/2022	Regular	0.00	4,222.82	121780
0658	AP DESIGN	09/16/2022	EFT	0.00	553.40	10835
2323	APPLIED CONCEPTS, INC.	09/16/2022	Regular	0.00	3,330.00	121747
0630	ARCTIC GLACIER	09/23/2022	Regular	0.00	128.45	121781
0629	ARNOLD MOTOR SUPPLY	09/16/2022	Regular	0.00	58.78	121748
5447	ARTISAN BEER COMPANY	09/16/2022	EFT	0.00	1,532.50	10836
5447	ARTISAN BEER COMPANY	09/23/2022	EFT	0.00	893.15	10891
6883	AT&T MOBILITY II LLC	09/16/2022	Regular	0.00	38.23	121749
7083	BARBER, RICHARD	09/23/2022	Regular	0.00	360.00	121782
0674	BARGEN, INC.	09/23/2022	EFT	0.00	874.44	10892
0688	BELLBOY CORPORATION	09/16/2022	EFT	0.00	2,881.83	10837
0688	BELLBOY CORPORATION	09/23/2022	EFT	0.00	3,010.98	10893
0689	BEND RITE FABRICATION INC	09/16/2022	Regular	0.00	9.36	121750
0699	BEVERAGE WHOLESALERS	09/16/2022	Regular	0.00	29,163.21	121751
0699	BEVERAGE WHOLESALERS	09/23/2022	Regular	0.00	26,504.05	121783
0704	BIKE SHOP	09/16/2022	EFT	0.00	24.99	10838
0704	BIKE SHOP	09/23/2022	EFT	0.00	24.99	10894
6163	BLUE LINE SHARPENING & SALES	09/23/2022	EFT	0.00	654.72	10895
7084	BN INVESTMENTS LLC	09/23/2022	Regular	0.00	74.68	121785
0724	BOLTON & MENK INC	09/23/2022	EFT	0.00	5,843.75	10896
0018	BORDER STATES INDUSTRIES, INC.	09/16/2022	EFT	0.00	16.25	10839
0018	BORDER STATES INDUSTRIES, INC.	09/23/2022	EFT	0.00	366.30	10897
4457	BREAKTHRU BEVERAGE	09/16/2022	Regular	0.00	8,824.99	121752
4457	BREAKTHRU BEVERAGE	09/23/2022	Regular	0.00	8,085.58	121786
4236	C.E. SIGNS & DESIGNS	09/23/2022	EFT	0.00	53.15	10898
0380	CALLENS, DAVID	09/23/2022	EFT	0.00	100.00	10899
6791	CAPITAL ONE	09/16/2022	Regular	0.00	29.67	121754
6791	CAPITAL ONE	09/23/2022	Regular	0.00	214.94	121787
0815	CATTOOR OIL COMPANY INC	09/16/2022	EFT	0.00	425.00	10840
5860	CENTRAL STATES GROUP	09/23/2022	Regular	0.00	181.30	121788
6349	CHAMPAGNE, TIM	09/23/2022	EFT	0.00	103.39	10900
0836	CHARTER COMMUNICATIONS	09/16/2022	EFT	0.00	101.88	10841
0836	CHARTER COMMUNICATIONS	09/16/2022	EFT	0.00	23.98	10842
7058	CHEPA, RYAN	09/16/2022	EFT	0.00	104.37	10843
7081	CITY LINE TOWIN SALES & SERVICE	09/16/2022	Regular	0.00	405.00	121755
5733	CLARITY TELECOM, LLC	09/16/2022	EFT	0.00	2,888.27	10844
5733	CLARITY TELECOM, LLC	09/23/2022	EFT	0.00	299.51	10901
7082	COLLISION CARE	09/16/2022	Regular	0.00	4,434.16	121756
6294	CREDIT BUREAU OF ALEXANDRIA	09/23/2022	EFT	0.00	35.00	10902
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	09/16/2022	Regular	0.00	84.50	121757
0934	D & G EXCAVATING INC	09/23/2022	EFT	0.00	358.25	10903
3819	DACOTAH PAPER CO	09/23/2022	EFT	0.00	329.50	10904
0950	DAKTRONICS INC	09/23/2022	Regular	0.00	450.00	121789
7075	DEMUTH, ROGER	09/23/2022	EFT	0.00	200.00	10905
5731	DOLL DISTRIBUTING	09/16/2022	EFT	0.00	13,880.85	10845
5731	DOLL DISTRIBUTING	09/23/2022	EFT	0.00	21,067.96	10906
1020	DUININCK BROS., INC.	09/16/2022	EFT	0.00	281,043.13	10846
4971	E AND E SWANSON COMPANY, LLC	09/23/2022	EFT	0.00	254.85	10907
1029	EAGLE ENGRAVING	09/23/2022	EFT	0.00	1,637.42	10908
1090	FASTENAL COMPANY	09/16/2022	EFT	0.00	123.25	10847
1090	FASTENAL COMPANY	09/23/2022	EFT	0.00	610.53	10909

## Council Check Report

Date Range: 09/16/2022 - 09/29/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1122	FLAHERTY & HOOD, P.A.	09/16/2022	EFT	0.00	525.00	10848
5202	FLEETPRIDE	09/23/2022	Regular	0.00	201.16	121790
1158	GALLS INC	09/16/2022	EFT	0.00	119.99	10849
4163	GAMETIME	09/16/2022	Regular	0.00	1,931.56	121758
7078	GLADIS, JEFFERY	09/16/2022	Regular	0.00	9,480.00	121759
6478	GOPHER STATE ONE CALL	09/16/2022	EFT	0.00	286.20	10850
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	09/16/2022	Regular	0.00	46.32	121760
7080	HANCOCK CONCRETE PRODUCTS LLC	09/16/2022	Regular	0.00	6,810.70	121761
6269	HANSON, SHARON	09/23/2022	EFT	0.00	10.72	10910
1243	HARDWARE HANK	09/16/2022	EFT	0.00	33.94	10851
1256	HAWKINS INC	09/16/2022	EFT	0.00	9,214.07	10852
1271	HENLE PRINTING COMPANY	09/16/2022	EFT	0.00	1,535.11	10853
1280	HP INC	09/16/2022	Regular	0.00	2,156.92	121762
1325	ICMA RETIREMENT TRUST #300877	09/16/2022	Regular	0.00	50.00	121763
5546	INDIAN ISLAND WINERY	09/23/2022	Regular	0.00	473.76	121791
1358	INTERNAL REVENUE SERVICE	09/16/2022	Bank Draft	0.00	28,210.62	DFT0002034
1358	INTERNAL REVENUE SERVICE	09/16/2022	Bank Draft	0.00	24,992.63	DFT0002035
1358	INTERNAL REVENUE SERVICE	09/16/2022	Bank Draft	0.00	8,718.40	DFT0002036
5017	JIM'S CLOTHING & SPORTING GOODS	09/23/2022	Regular	0.00	2,194.50	121792
1399	JOHNSON BROTHERS LIQUOR COMPANY	09/16/2022	EFT	0.00	7,359.78	10854
1399	JOHNSON BROTHERS LIQUOR COMPANY	09/23/2022	EFT	0.00	10,322.73	10911
3564	KESTELOOT ENTERPRISES, INC	09/16/2022	EFT	0.00	74.39	10855
5095	KIBBLE EQUIPMENT	09/16/2022	EFT	0.00	67.17	10856
6944	KIRI ANN FAUL	09/23/2022	EFT	0.00	650.00	10912
5675	KNOCHENMUS ENTERPRISES, LLP	09/23/2022	Regular	0.00	2,600.00	121793
3653	LANGUAGE LINE SERVICES	09/16/2022	EFT	0.00	330.96	10857
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	09/16/2022	Regular	0.00	87,699.00	121764
1507	LOCHER BROTHERS INC	09/16/2022	EFT	0.00	2,141.30	10858
1531	LYON COUNTY AUDITOR-TREASURER	09/16/2022	EFT	0.00	23,860.29	10859
1545	LYON COUNTY HIGHWAY DEPARTMENT	09/16/2022	EFT	0.00	15,802.19	10860
1548	LYON COUNTY LANDFILL	09/16/2022	EFT	0.00	15.00	10861
1548	LYON COUNTY LANDFILL	09/23/2022	EFT	0.00	212.14	10913
1552	LYON COUNTY RECORDER	09/16/2022	EFT	0.00	194.00	10862
1553	LYON COUNTY SHERIFF'S DEPT.	09/16/2022	Regular	0.00	5.00	121769
1553	LYON COUNTY SHERIFF'S DEPT.	09/23/2022	Regular	0.00	10,712.00	121794
1565	MACQUEEN EQUIPMENT INC.	09/16/2022	EFT	0.00	4,305.82	10863
6292	MADDEN, GALANTER, HANSEN, LLP	09/16/2022	EFT	0.00	57.00	10864
6849	MARRON, ARLENE	09/16/2022	Regular	0.00	25.00	121770
1604	MARSHALL AREA CHAMBER OF COMMERCE	09/16/2022	EFT	0.00	450.00	10865
1623	MARSHALL INDEPENDENT, INC	09/23/2022	Regular	0.00	300.00	121795
6018	MARSHALL M CLUB	09/23/2022	Regular	0.00	1,000.00	121796
1633	MARSHALL MUNICIPAL UTILITIES	09/16/2022	EFT	0.00	8,144.09	10866
1633	MARSHALL MUNICIPAL UTILITIES	09/23/2022	EFT	0.00	2,072.17	10914
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	09/16/2022	EFT	0.00	8.61	10867
1649	MARSHALL TRUCK SALVAGE INC.	09/16/2022	Regular	0.00	55.80	121771
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOC	09/23/2022	Regular	0.00	10,000.00	121797
1695	MEIER ELECTRIC INC	09/23/2022	EFT	0.00	4,429.00	10915
4980	MENARDS INC	09/16/2022	EFT	0.00	364.37	10868
4980	MENARDS INC	09/23/2022	EFT	0.00	232.67	10916
6276	MIDSTATES EQUIPMENT & SUPPLY	09/16/2022	EFT	0.00	5,535.07	10869
7085	MINNESOTA AG POWER INC	09/23/2022	Regular	0.00	362.66	121798
3669	MINNESOTA STATE RETIREMENT SYSTEM	09/16/2022	Bank Draft	0.00	20,171.21	DFT0002031
1839	MINNESOTA VALLEY TESTING LABS INC	09/16/2022	EFT	0.00	472.80	10870
1839	MINNESOTA VALLEY TESTING LABS INC	09/23/2022	EFT	0.00	261.20	10917
1757	MN CHILD SUPPORT PAYMENT CENTER	09/16/2022	Bank Draft	0.00	386.70	DFT0002025
1757	MN CHILD SUPPORT PAYMENT CENTER	09/16/2022	Bank Draft	0.00	222.88	DFT0002026
1757	MN CHILD SUPPORT PAYMENT CENTER	09/16/2022	Bank Draft	0.00	546.74	DFT0002027
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	09/23/2022	Regular	0.00	50.00	121799
1818	MN REVENUE	09/16/2022	Bank Draft	0.00	12,105.75	DFT0002037
1834	MN TRANSPORTATION ALLIANCE	09/16/2022	EFT	0.00	525.00	10871
1864	MONTES ELECTRIC INC	09/23/2022	Regular	0.00	2,915.83	121800

## Council Check Report

Date Range: 09/16/2022 - 09/29/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6722	MUSCH CONSTRUCTION INC	09/23/2022	Regular	0.00	2,000.00	121802
2512	NATIONWIDE RETIREMENT	09/16/2022	Bank Draft	0.00	230.77	DFT0002022
1945	NORM'S GTC	09/16/2022	Regular	0.00	326.67	121772
1945	NORM'S GTC	09/23/2022	Regular	0.00	111.88	121803
1986	NORTH CENTRAL INTERNATIONAL, INC	09/23/2022	EFT	0.00	548.18	10918
1946	NORTH CENTRAL LABS	09/23/2022	EFT	0.00	1,328.19	10919
1961	NORTHERN SAFETY COMPANY INC	09/16/2022	EFT	0.00	143.60	10872
6463	OFFICE OF MNIT SERVICES	09/23/2022	Regular	0.00	695.15	121804
5891	ONE OFFICE SOLUTION	09/16/2022	EFT	0.00	11.50	10873
3809	O'REILLY AUTOMOTIVE STORES, INC	09/16/2022	EFT	0.00	312.81	10874
6796	ORIGIN WINE & SPIRITS	09/16/2022	EFT	0.00	107.90	10875
2019	PAUSTIS WINE COMPANY	09/23/2022	EFT	0.00	195.00	10920
6591	PEARSON BROS, INC	09/16/2022	Regular	0.00	10,350.10	121773
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	09/16/2022	EFT	0.00	147.00	10876
2028	PERA OF MINNESOTA REG	09/16/2022	Bank Draft	0.00	56,307.86	DFT0002029
2030	PETERSON, ALEX	09/23/2022	EFT	0.00	199.00	10921
4007	PETE'S ELECTRIC MOTOR REPAIR	09/16/2022	EFT	0.00	347.64	10877
2036	PHILLIPS WINE AND SPIRITS INC	09/16/2022	EFT	0.00	12,019.09	10878
2036	PHILLIPS WINE AND SPIRITS INC	09/23/2022	EFT	0.00	4,793.30	10922
2064	POWERPLAN	09/16/2022	Regular	0.00	88.35	121774
6166	PULVER MOTOR SVC, LLC	09/23/2022	EFT	0.00	240.00	10923
2112	R AND G CONSTRUCTION COMPANY INC	09/16/2022	EFT	0.00	486,960.02	10879
5965	R&R SPECIALTIES OF WISCONSIN INC	09/23/2022	EFT	0.00	381.80	10924
7076	REPOWER SPECIALISTS LTD	09/16/2022	Regular	0.00	3,820.00	121775
5732	RITE	09/16/2022	EFT	0.00	2,346.98	10880
5867	ROUND LAKE VINEYARDS & WINERY	09/16/2022	EFT	0.00	225.00	10881
2201	RUNNINGS SUPPLY INC	09/16/2022	EFT	0.00	78.51	10882
5995	SHADES OF THE PAST OF MARSHALL INC	09/16/2022	Regular	0.00	25.00	121776
6251	SHRED RIGHT	09/23/2022	EFT	0.00	40.00	10925
4855	SOUTHERN GLAZER'S	09/16/2022	EFT	0.00	12,761.74	10883
4855	SOUTHERN GLAZER'S	09/23/2022	EFT	0.00	17,028.96	10926
2318	SOUTHWEST SANITATION INC.	09/16/2022	EFT	0.00	3,338.66	10884
5922	SRF CONSULTING GROUP, INC.	09/23/2022	EFT	0.00	4,865.09	10927
2351	STAR TRIBUNE	09/16/2022	EFT	0.00	205.30	10885
6800	STOCKWELL ENGINEERS	09/16/2022	EFT	0.00	1,932.00	10886
6202	SUNDANCE AUTO REPAIR	09/16/2022	Regular	0.00	1,445.00	121777
6427	SWALBOSKI, BRIAN	09/16/2022	EFT	0.00	235.51	10887
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	09/16/2022	Regular	0.00	150.00	121778
2143	THOOF ENTERPRISES LLC	09/16/2022	EFT	0.00	366.90	10888
7036	US BANK	09/23/2022	EFT	0.00	35,400.00	10928
3443	VALIC DEFERRED COMP	09/16/2022	Bank Draft	0.00	941.61	DFT0002023
3443	VALIC DEFERRED COMP	09/16/2022	Bank Draft	0.00	1,405.77	DFT0002024
4489	VERIZON WIRELESS	09/23/2022	EFT	0.00	49.04	10929
4489	VERIZON WIRELESS	09/23/2022	EFT	0.00	400.26	10930
4489	VERIZON WIRELESS	09/23/2022	EFT	0.00	1,447.75	10931
6454	VERTEX UNMANNED SOLUTIONS, LLC	09/16/2022	Regular	0.00	771.00	121779
2538	VIKING COCA COLA BOTTLING COMPANY	09/16/2022	EFT	0.00	185.15	10889
2538	VIKING COCA COLA BOTTLING COMPANY	09/23/2022	EFT	0.00	324.90	10932
6085	VOYA - INVESTORS CHOICE	09/16/2022	Bank Draft	0.00	2,234.21	DFT0002032
2580	WERNER BROS., INC.	09/23/2022	EFT	0.00	357.58	10933
7086	WESTMOR INDUSTRIES, LLC	09/23/2022	Regular	0.00	1,279.59	121805
2605	WINE MERCHANTS	09/23/2022	EFT	0.00	96.70	10934

## Council Check Report

Date Range: 09/16/2022 - 09/29/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2632	ZIEGLER INC	09/23/2022	EFT	0.00	131.13	10935

## Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	92	52	0.00	246,732.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	13	13	0.00	156,475.15
EFT's	205	103	0.00	1,032,275.32
	<b>310</b>	<b>168</b>	<b>0.00</b>	<b>1,435,483.14</b>



## All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	92	52	0.00	246,732.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	13	13	0.00	156,475.15
EFT's	205	103	0.00	1,032,275.32
	<b>310</b>	<b>168</b>	<b>0.00</b>	<b>1,435,483.14</b>

## Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	9/2022	1,435,483.14
			<b>1,435,483.14</b>

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of 2022-2023 League of Minnesota Cities Insurance Trust Property/Casualty and Liability Insurance
<b>Background Information:</b>	<p>The City of Marshall carries property and casualty insurance coverage with the League of Minnesota Cities Insurance Trust (LMCIT). The annual renewal is for the coverage period of October 1, 2022, through September 30, 2023.</p> <p>This insurance covers the City, MMU and Marshall-Lyon County Library. The premiums are also paid by all three entities.</p> <p>LMCIT, City staff, along with Bremer Insurance have completed extensive work on all city owned properties to ensure proper coverage. The process is completed through LMCIT once every 7 years.</p> <p>See attached summary breakdown of renewal.</p>
<b>Fiscal Impact:</b>	Total 2022-2023 Premium of \$498,220; this is an increase to premium of \$24,638 or 5.2% for the next year.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve the annual LMCIT property, casualty and liability insurance renewal.



September 2022

City of Marshall Insurance Renewal

LMCIT Premium Breakdown

Coverage Description	2020-2021	2022-2023
Property	\$226,301	\$232,126
<i>Limits</i>	<i>230,681,694</i>	<i>262,742,794</i>
Mobile Property	\$15,406	\$13,605
Municipal Liability	\$92,418	\$97,278
Auto	\$35,948	\$40,139
Bond	\$1,399	\$1,429
Fireworks	\$250	\$250
Excess Liability	\$34,460	\$39,448
Liquor Liability	\$7,409	\$7,264
Cyber	\$1,500	\$8,190
<b>TOTAL LMCIT</b>	<b>\$415,091</b>	<b>\$439,729</b>
Equipment Breakdown- Cincinnati	\$58,491	\$58,491
<b>TOTAL PREMIUM</b>	<b>\$473,582</b>	<b>\$498,220</b>

**Your most recent LMCIT dividend was \$109,122 for your Property & Liability policy.**

1. Property Coverage – Rate Decrease. Limit changes made after formal property appraisal.
2. Municipal Liability Coverage – Minimal rate change for municipal liability. Excess liability had a rate increase. Individual Modification factor worsened slightly for Marshall.
3. Auto Coverage – Minimal rate change.
4. Bond Coverage – No rate change. Premium based on employee count.
5. Liquor Liability – No rate change. Premium based on receipts (sales).
6. Cyber – A cyber charge is now applied moving forward for Cyber coverage based on expenditures. Previously, much of the cyber premium was included in your property premium.
7. Equipment Breakdown– Second year of three-year term. The League cannot cover the gas turbine, which is why a separate policy is in place with Cincinnati.

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Fire Department Purchase of Two (2) Grass Rig Skid Units
<b>Background Information:</b>	<p>The Marshall fire dept. has 2 grass/brush trucks that currently have Heiman skid units in the back of them, that hold 300 gallons of water, have a gas small engine pump, and 1" rubber hose on a mechanical reel, to extinguish grass, brush, and small trash fires. The current units that we have also have a foam manifold for incorporating a small concentrate of foam into the line if necessary. The current units that we have are at the end of their lives and are being held together by radiator hoses and hose clamps and it's time to replace. The age of the current units is unknown and were here since before I started here nearly 20 years ago. We have spec'd these units out with Heiman Fire Equipment and Alex Air Apparatus. Heiman builds their skid units in house and Alex Air Apparatus subcontracts to a 3<sup>rd</sup> party to build. It's difficult to spec these to make it easy to bid, because both manufacturers build custom to what our needs are. However, the bid from Alex Air Apparatus is very limited on their customization, where Heiman Fire Apparatus will build to fit our pickup box, to maximize water capacity and to still carry the appropriate tools that is necessary for our different types of responses. Since Heiman Fire Equipment builds these in house, we can also spec the unit to have 2 water fill intakes (each side of the pickup), a fill gauge, turn the hose reel to be perpendicular to the truck with dual electric hose reel switches (each side of the truck) and include an LED light kit, where the unit from Alex Air Apparatus does not offer these options. You'll note that the bid from Alex Air Apparatus is cheaper by \$1,615.00 but I don't believe it's the same value as the Heiman unit, because of the customization. Heiman's Honda engine has 4 HP more vs. the 20 HP Kohler engine. The tank from Heiman will be slightly larger, with more water capacity (capacity unknown as it needs to be engineered and calculated), than from Alex Air, because they build in house and will build to fit our truck boxes, will have an LED water level gauge, an LED work light, dual water fill intakes (one on each side of the truck), dual electric hose rewind (both sides of the truck). Alex Air was unable to provide these as options. We did NOT spec these units with a foam manifold, like we have now, because we didn't use it enough to warrant the added cost. Please note on the Heiman bid that they've also included a nozzle. This will not be part of this purchase, as we'll purchase those through the general fund levy.</p>
<b>Fiscal Impact:</b>	This purchase was included on the 2022 CIP plan for an amount not to exceed \$34,000. The total cost for 2 skid units from Heiman Fire Equipment is \$32,850.00
<b>Alternative/ Variations:</b>	Nothing
<b>Recommendations:</b>	Purchase 2 – Thunderstorm slide in skid units from Heiman Fire Equipment for \$32,850.00



WHEN PROTECTION MEANS EVERYTHING.

# HEIMAN FIRE EQUIPMENT THUNDERSTORM SLIDE IN UNIT

The  
**HEIMAN THUNDERSTORM SLIDE IN UNIT**  
is built for the rigors of the fire service with the  
highest quality components to maximize the  
integrity, durability, and life of the unit.



standard base price

**\$12,695<sup>00</sup>**

shipping & delivery charge not included

Item 16.

pictured with additional  
features as

Page 85

# WORK ORDER

Date 4-21-22

☐ Invoice ☐ Order ☒ Quote ☐ Credit/Return ☐ Other



SALESMAN	
Name:	CHRIS BORNITZ
Ph. 605-530-8210	E-mail: chrisbornitz@heimanfire.com

Heiman Fire Equipment | Federal ID # 42-0955663

2320 NW Blvd. Ashton, IA 51232  
Ph. 712.724.6212 | 1.800.831.8547  
Fax. 712.724.6474 | www.heimanfire.com

CUSTOMER	
Name	marshall fire dept
Address	
City	marshall
State	mn
Zip	
Ph.	
E-mail	
Customer #	
PO #	

SHIP TO	
<input type="checkbox"/> same as CUSTOMER	
Name	
Address	
City	
State	
Zip	
Contact Name	
Contact Ph.	
<input type="checkbox"/> Commercial	<input type="checkbox"/> Residential

Qty Order	Qty Ship	Part Number	Description	Price	Total Amount
1			heiman fire thunderstorm skid	\$16425.00	\$16425
			unit to spec listed on spec sheet	\$	\$0
			free shipping,	\$	\$0
1			tft 1in ultimatic impulse nozel	\$1029.00	\$1029
			with treager an pistol grip	\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0
				\$	\$0

Subtotal \$	17454
Shipping & handling	
Tax rate ___%	Tax
Credit	
<b>TOTAL \$</b>	



## SKID UNIT - ATTACK PAC

A tank, a live hose reel and/or crosslay, a portable fire pump and/or a compressed air foam system (CAFS), with an engine: these can be combined into a single one-piece assembly that can be slipped onto a truck bed, trailer, or into a body and used for flowing water and or foam on a structural fire, car fire or wildfire.

The most common wildland and urban interface fire engines in North America combine a small truck with a water tank and a high performance portable pump. Municipal/industrial fire departments and all forestry fire authorities use drop-in units. The sizes vary from 50 gallons, for an ATV, up to 500 gallons for full size trucks.



### SPECIFICATIONS:

- 200 fully baffled propylene water tank
- 20hp mid range fire pump
- 265gpm at 50psi, 190gpm at 100psi, 115gpm at 150psi and 45gpm at 200psi
- 3 gallon fuel tank
- Lighted control panel
- Low profile electric rewind hose reel
- 1 inch x 100 foot booster hose
- 2.5 inch tank to pump 1/4 turn ball valve
- Steel manifold with multiple outlets
- 1.5 inch service line with cap and chain
- 3/4 inch pressurized garden hose connection

### OPTIONS:

- Increase water tank and hose reel sizes
- Diesel engine available
- Pre-connect hose tray with connection
- Set of chrome outriggers with 3 ways rollers
- Scotty around the pump foam system with integrated foam cell
- Storage frame
- Stainless steel piping
- Also available with CAFS systems
- And many more



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Fax: 1-800-434-2613

[www.fire-pump.com](http://www.fire-pump.com)

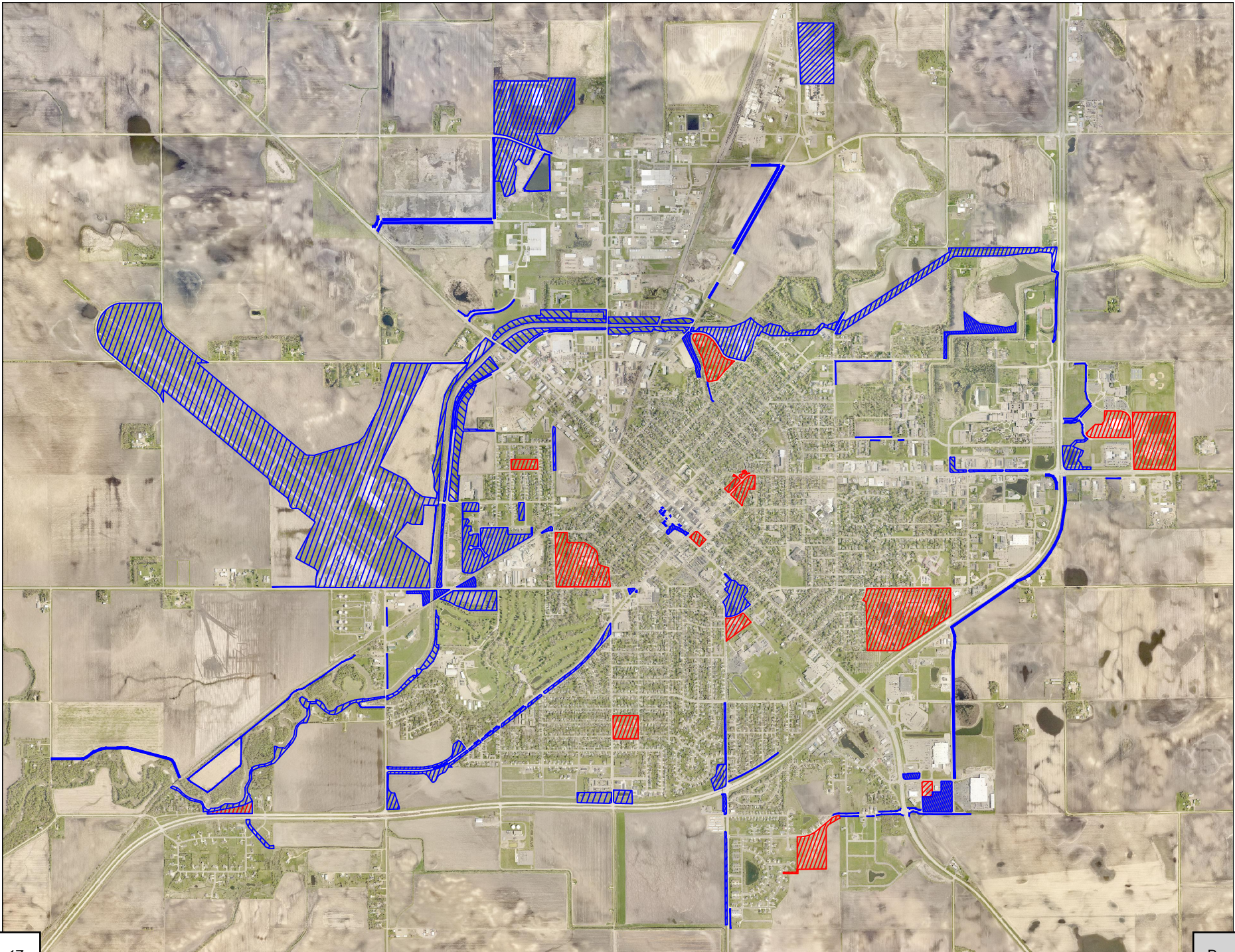




## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	New Business
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider a Resolution Calling for the Increase and Improvement of Pollinator Habitat.
<b>Background Information:</b>	The City of Marshall has recently achieved step 4 and step 5 in the Minnesota GreenStep Cities program which is based off of 29 best practices focused on cost savings and environmental sustainability and pollinator habitat improvement is the next goal identified by the Marshall GreenStep Cities program.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	To approve resolution to protect and enhance pollinator species and their habitat.







**Marshall GreenStep Cities Program Increase and Improvement of Pollinator Habitat**

*The undersigned recognize the critical importance of pollinator habitat both restored and maintained on public and private lands, particularly found within the City of Marshall. Through collaboration and outreach from this Resolution an interconnected mosaic of pollinator habitat with large areas will be developed to stabilize and/or increase populations of pollinator species throughout this project area.*

WHEREAS, Pollinators include butterflies, bees, some birds, and various insects that play a critical role in flowering plant reproduction and given the breadth, severity and persistence of pollinator losses, it is critical to expand efforts to take new steps to reverse pollinator losses and help restore populations to healthy levels;

WHEREAS, Monarch butterfly populations have decreased by up to 80% over the last thirty years.

WHEREAS, The International Union for Conservation of Nature has added the migratory monarch butterfly to its Red List of Threatened Species as endangered.

WHEREAS, Three-Fourths of the world's Flowering plants and about 35 percent of the world's food crops depend on animal pollination to reproduce.

WHEREAS, For migratory pollinators, such as hummingbirds and the monarch butterfly, we recognize the importance of identification and protection of our nectar corridor;

WHEREAS, the Minnesota GreenStep Cities program provides cost-effective sustainable development best practices in the following five categories: (1) Building and Lighting; (2) Transportation; (3) Land Use; (4) Environmental Management; and (5) Economic and Community Development.

NOW, THEREFORE, we declare that it is our goal to collaboratively and strategically protect and enhance pollinator species and their habitat on public and private lands throughout the City of Marshall by:

- *Increase and Improve Pollinator Habitat:* Identify existing pockets of pollinator habitat, and then develop a network of habitat on public lands to develop a nectar corridor for migratory and non-migratory pollinator species.
  - Establish a minimum pollinator goal of at least 5% of city owned greenspace be redeveloped into pollinator habitat;
- *Public-Private Partnerships:* Develop strategic partnerships to improve or create habitat for pollinators as well as provide educational opportunities within the scope of the resolution;
- *Education:* Encouraging voluntary, collaborative and locally-led conservation that has proven to be effective in maintaining and enhancing working landscapes, this may include but is not limited to planting pollinator gardens, building bee blocks and avoiding or limiting pesticide use;
  - Provide educational opportunities (both government and non-government) to those interested in enhancing pollinators and pollinator habitat opportunities;
- *Research:* Develop and/or promote citizen science opportunities for tracking key populations of pollinator species and habitat.

Passed and adopted by the Marshall Common Council this 27<sup>th</sup> day of September 2022.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
<b>Background Information:</b>	<p>The City of Marshall has various openings on the Boards, Commissions, Bureaus, and Authorities.</p> <p>4:15 PM Benjamine Blomme – EDA  4:45 PM Thomas Meulebroeck – Adult Community Center  5:00 PM Darren Coens – EDA</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended
<b>Recommendations:</b>	To approve and appoint to the various Boards, Commissions, Bureaus, and Authorities.

**City of Marshall  
Boards and Commissions  
8/27/2022**

<b>Adult Community Center Commission</b>	Incumbent	New Applications
Open - Term Expired 5/31/22		Thomas Meulebroeck (5/31/25)
Vacant - Term Expired 5/31/25		

<b>Airport Commission</b>	Incumbent	New Applications
Open - Term Expired 5/31/22		

<b>Cable Commission</b>	Incumbent	New Applications
Open - Term Expired 5/31/22		
Vacant - Terms Expire 5/31/24 & 5/31/25		

<b>Charter Commission</b>	Incumbent	New Applications
No Openings		

<b>Community Services Advisory Board</b>	Incumbent	New Applications
Vacant - Terms Expire 2/28/25		

<b>Diversity, Equity, and Inclusion Commission</b>	Incumbent	New Applications
No Openings		

<b>Economic Development Authority</b>	Incumbent	New Applications
Opening - Term Expires 5/31/23		Benjamin Blomme 5/31/23 Darren Coens 5/31/23

<b>Library Board</b>	Incumbent	New Applications
2 Expiring - 12/31/22		

<b>MMU Commission</b>	Incumbent	New Applications
No Openings		

<b>MERIT Center Commission</b>	Incumbent	New Applications
At Large - 3 Expiring 12/31/22		
At Large - 1 Vacant Expiring 12/31/23		

<b>Planning Commission</b>	Incumbent	New Applications
2 Vacant - Terms Expiring 5/31/23 & 5/31/25		

<b>Police Advisory Board</b>	Incumbent	New Applications
No openings		

<b>Public Housing Commission</b>	Incumbent	New Applications
Vacant - Term Expiring 5/31/26		

## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, September 27, 2022
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p><b>Schroeder</b> - Planning Commission</p> <p><b>DeCramer</b> – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission, Public Housing Commission</p> <p><b>Labat</b> – Adult Community Center Commission, Convention &amp; Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p><b>Lozinski</b> – Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	



MARSHALL-LYON COUNTY LIBRARY  
REGULAR BOARD MEETING MINUTES  
JULY 11<sup>TH</sup>, 2022

Board Members Present: Linda Baun, Paula Botsford, Russ Labat, Paul Graupmann, Michael Murray, Eric DeGroot, and Anne Marie Vorbach. Absent: Ruth Bot and Saara Raappana. Staff Present: Director Michele A. Leininger, Christine DeGroot, and Paula Nemes. Others Present:

Called to order at 4:00 p.m. by L. Baun, President.

Pledge of Allegiance.

Motion made by M. Murray, seconded by P. Botsford to adopt the agenda as presented. Voice Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, M. Murray, E. DeGroot, and A. Vorbach. No: None. The motion passed unanimously.

Motion made by R. Labat, seconded by M. Murray to adopt the Consent Agenda. Voice Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, M. Murray, E. DeGroot, and A. Vorbach. No: None. The motion passed unanimously.

***Old Business:***

**2023 Draft Budget:** The 2023 Draft Budget was presented to the Lyon County Commissioners on Tuesday, July 5<sup>th</sup>. There was discussion from the members that were present at that meeting. On Tuesday, July 26<sup>th</sup> the 2023 Draft Budget will be presented to the City Council.

**Potential Purchases 2022 budget:** Director Leininger reviewed the current savings from the part time employees. With these savings, the following potential purchases were presented. 50 LED lights to complete changing all the public lights to LED. R. Labat made a motion to approve the purchase of the LED lights up to \$2000, seconded by E. DeGroot. Voice Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, M. Murray, E. DeGroot, and A. Vorbach. No: None. The motion passed unanimously. The purchase of a Laptop with a webcam for patrons to check out in the building. There have been request from patrons for a computer with a webcam for interviews, meetings, or to talk to a professor. P. Botsford made a motion to approve the purchase of a laptop with a webcam up to \$1000, seconded by P. Graupmann. Voice Vote: Yes- L. Baun, P. Botsford, P. Graupmann, M. Murray, E. DeGroot, and A. Vorbach. No: R. Labat. The motion passed by majority vote. The purchase of two portable projectors. M. Murray made a motion to approve the purchase of 2 portable projectors up to \$1500 total, seconded by A. Vorbach. Voice Vote: Yes- L. Baun, P. Botsford, P. Graupmann, M. Murray, E. DeGroot, and A. Vorbach. No: R. Labat. The motion passed by majority vote.

***New Business:***

**Decide on August Board Meeting:** E. DeGroot made a motion for no August board meeting and to approve the August bills, seconded by M. Murray. Voice Vote: Yes- L. Baun, P. Botsford, R. Labat, P. Graupmann, M. Murray, E. DeGroot, and A. Vorbach. No: None. The motion passed unanimously.

**Director's Report** – There is a new exhibit, partnered with the Southwest Minnesota Arts Council (SMAC), at the Library called Don't Doubt Your Horses. It is displayed throughout the library and the creator of the exhibit will be at the Library Wednesday, July 27<sup>th</sup>. At the end of June, there were 202 kids, 120 adults, 48 teens, and 46 participants age zero to four signed up for our Summer Reading Program. The Library Staff are also participating in a summer reading program.

We had 12 applicants for the Assistant Librarian position in Balaton. Interviews will be starting next week. The Adult Services position will be advertised later in August.

The "Game of Library" sample sheet was handed out. Instead of an annual report this year, the Library is doing a historical report for the 150<sup>th</sup> Anniversary of Marshall. There is a larger display in all 3 libraries along with bookmarks for people to take home.

Summer Saturday hours are going good. Between 10:00 – 12:30 it continues to be very busy. We will continue to monitor Saturdays for the rest of the summer.

Room rental fees in the Marshall area were discussed. In September, there will be a full report on the different rates for room rentals in Marshall along with all the fees and fines for Library materials.

Framed photos of the past and present libraries in Marshall were presented. These will be displayed in the main entry way in the Library.

**Board President Report:** None

**Friends:** They are getting ready for their Sounds of Summer Book Sale August 18-20. They are doing a Crazy Days book sale on July 21<sup>st</sup>.

**Board Committees:** None.

**Plum Creek:** They are still working on Legacy Grant applications.

Motion by R. Labat, seconded by E. DeGroot to adjourn at 5:13 p.m.

Respectfully Submitted,  
Christine DeGroot

**PUBLIC HOUSING COMMISSION  
OF THE CITY OF MARSHALL  
PARKVIEW APARTMENTS**

Minutes of the Meeting of  
July 11th, 2022

Meeting called to Order: 3:30 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Rickgarn, Sailor,  
DeCramer, Knoblen

Absent: Knutson, called In.

MOTION by Rickgarn, seconded by Knoblen, to approve the minutes of the June 13th, 2021 meeting. All voted in favor, Motion passed.

**REPORTS:**

**Eight Month Operating Statement** for FYE 22 was reviewed by the Board. Motion by Knoblen, 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 # 020762 to # 020804 in the amount of \$ 58,161.72 Motion by Knoblen, second by Sailor, 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-2021. New schedule from Duininck's for Parkview Parking lot and Sewer Drain.

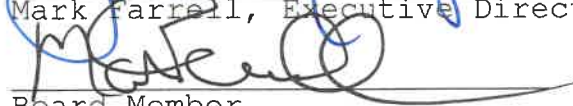
**New Business:**

- A. Washer /Dryer Update-payment.  
Motion by Reilly, second by Rickgarn to approve the new Washer/Dryer Contract, with Russ Baldwin. All voted in Favor, Motion Passed.
- B. The Board wants an agreement from Continental Flooring, they have the cost of suppling the tile, glue, strips, and any shipping damages. The PHC will pay the labor costs
- C. Report on Audit with Revenue Recapture.

Next Meeting: August 8<sup>th</sup>, 2022 3:30 p.m. Community Room.

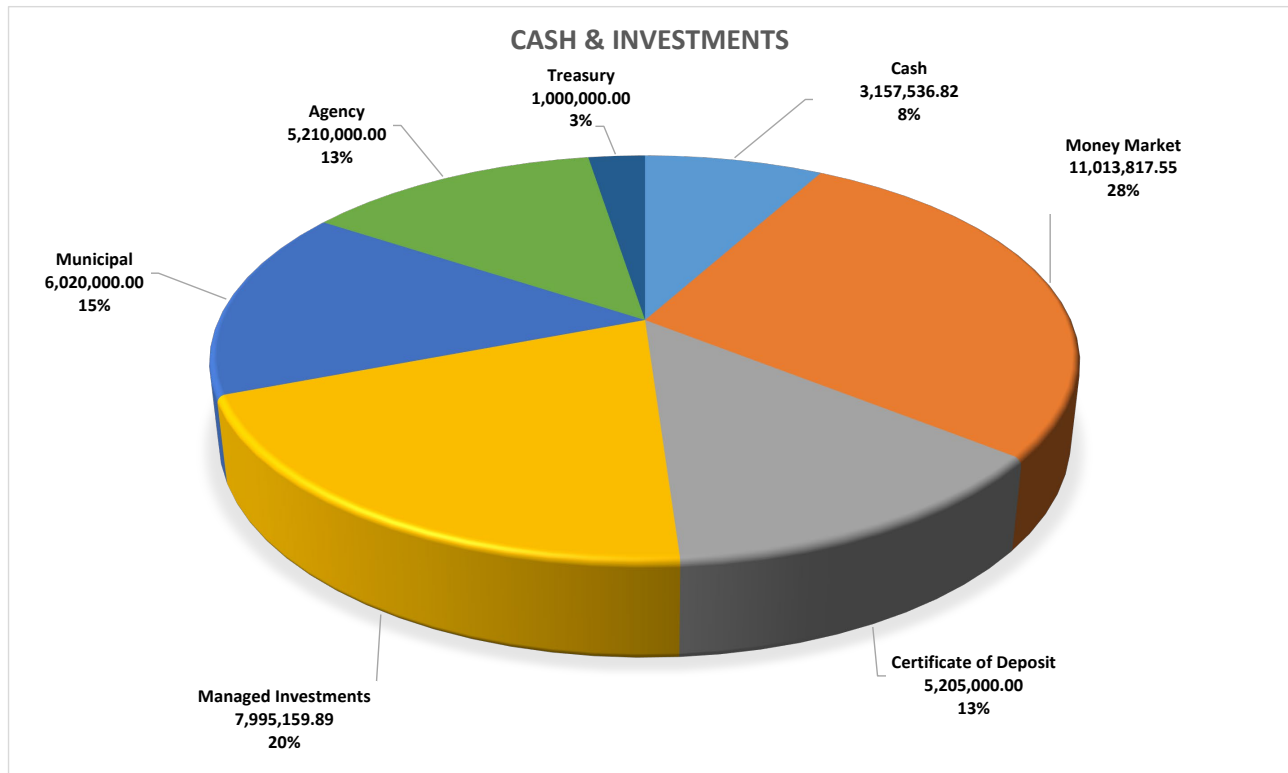
Chairperson Reilly Declared the meeting adjourned at 4:26 p.m.

  
Mark Farrell, Executive Director

  
Board Member

**City of Marshall, Minnesota**  
**Cash & Investments**  
8/31/2022

	Par	Rate
<b>CASH &amp; INVESTMENTS:</b>		
Checking - Bremer	3,157,536.82	0.00%
Money Market - Bremer	5,497,174.69	0.15%
Money Market - Bank of the West	0.00	0.10%
Money Market - US Bank	1,481,279.33	2.05%
Money Market - Wells Fargo	1,031,837.49	2.22%
Money Market - 4M	3,003,526.04	1.99%
Certificate of Deposit - Bremer	3,000,000.00	0.40%
Certificate of Deposit - Wells Fargo	490,000.00	1.45% Average
Investment Portfolio - General Fund	2,598,822.83	
Investment Portfolio - WW/SW Capital Reserve	3,469,984.07	
Investment Portfolio - Endowment Fund	1,926,352.99	
Municipal - US Bank	6,020,000.00	1.52% Average
Certificate of Deposit - US Bank	1,715,000.00	1.94% Average
Agency - US Bank	5,210,000.00	0.86% Average
Treasury - US Bank	1,000,000.00	2.35%
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>39,601,514.26</b>	



Applicant Name	Location Address	Description of Work	Valuation
JH HEYMANN BUILDERS LLC	1122 HORIZON CR	Interior Remodeling	\$70,000.00
MANUEL LAGUNAS ROJAS & CENOVIA LAGUNAS	407 2ND ST S	Re-Roofing	\$12,000.00
JASPER A PEGEL	405 2ND ST S	Doors	\$1,400.00
Kevin Lee Kurth	813 MAIN ST W, 813 MAIN ST W, 813 MAIN ST W	Doors, Re-Roofing, Re-Siding	\$35,000.00
Kevin Lee Kurth	901 OAK ST, 901 OAK ST	Doors, Other	\$89,400.00
Paul and Ruth Lanoue	106 5TH ST N, 106 5TH ST N	Interior Remodeling, Windows	\$6,300.00
GREGORY S & NADINE R TAYLOR	1203 WINDSTAR	New Building/House	\$160,000.00
DOUGLAS O WALLEN	1103 WILLOW LN	Re-Roofing	\$9,000.00
BCR APARTMENTS, INC	108 MAIN ST E	Re-Roofing	\$700.00
LALEMAN CONSTRUCTION LLC	602 SOUCY DR	Re-Roofing	\$10,897.00
STRAND HOME SERVICES LLC	300 G ST	Deck	\$4,320.00
INDEPENDENT LUMBER OF MARSHALL	1302 STOCKHOLM AV	Deck	\$6,500.00
STRAND HOME SERVICES LLC	600 LAWERENCE ST	Windows	\$1,200.00
C&N SALES COMPANY INC	609 4TH ST S, 609 4TH ST S, 609 4TH ST S, 609 4TH ST S	Doors, Interior Remodeling, Re-Siding, Windows	\$100,000.00
MATTHEW A & LORETTA J WALKER	103 PARK AV	Re-Siding	\$3,600.00
VANLEEUEWE CONSTRUCTION LLC	200 PARK AV	Re-Roofing	\$14,700.00
MIKE BUYSSE CONSTRUCTION INC	303 BRUCE ST S	Deck	\$10,000.00
GEIHL CONSTRUCTION INC	103 KATHRYN AV, 103 KATHRYN AV	Doors, Re-Siding	\$30,000.00
KOREY KESTELOOT	1637 HIGHWAY 59 N	New Building/House	\$42,000.00
MIKE BUYSSE CONSTRUCTION INC	1403 ALAN AV	New Building/House	\$350,000.00
Heather Willert	1406 COLLEGE DR E	Building Demolition - Total Building ONLY	\$25,000.00
BRELAND ENTERPRISES INC	500 DONITA AV	Other	\$35,233.87
CARMEL PROPERTIES LLC	105 3RD ST N, 105 3RD ST N	Interior Remodeling, Windows	\$8,000.00
Paul Walerius	1114 BRUCE CR	Interior Remodeling	\$6,000.00
GESKE BUILDING & SUPPLY COMPAN	609 DESCHEPPER ST	Windows	\$5,600.00
PEAK PROS INC	1101 EASTWOOD AV	Re-Roofing	\$9,900.00
PEAK PROS INC	1103 EASTWOOD AV	Re-Roofing	\$9,900.00
PEAK PROS INC	1105 EASTWOOD AV	Re-Roofing	\$9,900.00
PEAK PROS INC	1108 TRAVIS RD	Re-Roofing	\$9,600.00
PEAK PROS INC	1110 TRAVIS RD	Re-Roofing	\$9,600.00
PEAK PROS INC	1100 TRAVIS RD	Re-Roofing	\$5,700.00
PEAK PROS INC	1102 TRAVIS RD	Re-Roofing	\$5,700.00
PEAK PROS INC	1104 TRAVIS RD	Re-Roofing	\$5,700.00
PEAK PROS INC	1106 TRAVIS RD	Re-Roofing	\$5,700.00
PEAK PROS INC	1111 EASTWOOD AV	Re-Roofing	\$9,300.00
PEAK PROS INC	1113 EASTWOOD AV	Re-Roofing	\$9,300.00
PEAK PROS INC	1112 TRAVIS RD	Re-Roofing	\$9,000.00
PEAK PROS INC	1114 TRAVIS RD	Re-Roofing	\$9,000.00
PEAK PROS INC	1107 EASTWOOD AV	Re-Roofing	\$7,200.00
PEAK PROS INC	1109 EASTWOOD AV	Re-Roofing	\$7,200.00
PEAK PROS INC	1115 EASTWOOD AV	Re-Roofing	\$10,500.00
PEAK PROS INC	1008 INDIANA JONES AV	Re-Roofing	\$10,500.00
PEAK PROS INC	1002 INDIANA JONES AV	Re-Roofing	\$9,600.00
PEAK PROS INC	1004 INDIANA JONES AV	Re-Roofing	\$9,600.00
PEAK PROS INC	1006 INDIANA JONES AV	Re-Roofing	\$9,600.00
PEAK PROS INC	1116 TRAVIS RD	Re-Roofing	\$9,600.00
PEAK PROS INC	1118 TRAVIS RD	Re-Roofing	\$9,600.00
John van Dyck	103 LYON ST W	New Building/House	\$4,750,000.00
DANA & JANE LARSEN	905 COLOMBINE DR	Other	\$500.00
KEVIN LANOUE CONSTRUCTION LLC	402 ELIZABETH ST	Deck	\$12,800.00
MARSHALL LUMBER CO	608 ANDREW ST	New Building/House	\$395,000.00

## PLUMBING PERMIT LIST - SEPTEMBER 27, 2022

Applicant Name	Location Address	Description of Work	Valuation
REGNIER ELECTRIC HEATING & COO	614 DONITA AV	HVAC - Air Conditioning, Furnace	\$5,320.00
RACHEL ANN & JARED DAVID SANOW	620 THOMAS AV W	Both - Interior remodeling, New bathroom AND [Running ducts to the new spots]	\$1,000.00
KEVIN GOSLAR TRIO PLUMBING & H	1112 -1126 BIRCH ST	Plumbing - Water heater	\$7,000.00
REGNIER ELECTRIC HEATING & COO	613 DONITA AV	HVAC - Air Conditioning, Furnace	\$5,320.00



## SIGN PERMIT LIST - SEPTEMBER 27, 2022

Applicant Name	Location Address	Description of Work	Valuation
Indigo Signs	101 LONDON RD	Wall Mounted Sign	\$16,872.08
Scenic Sign	1221 MAIN ST E	Face Replacement , Wall Mounted Sign	\$20,000.00

# 2022 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 11, 2022
2. January 25, 2022

## February

1. February 08, 2022
2. February 22, 2022

## March

1. March 08, 2022
2. March 22, 2022

## April

1. April 12, 2022
2. April 26, 2022

## May

1. May 10, 2022
2. May 24, 2022

## June

1. June 14, 2022
2. June 28, 2022

## July

1. July 12, 2022
2. July 26, 2022

## August

1. August 08, 2022 *(Monday)*
2. August 23, 2022

## September

1. September 13, 2022
2. September 27, 2022

## October

1. October 11, 2022
2. October 25, 2022

## November

1. November 07, 2022 *(Monday)*
2. November 22, 2022

## December

1. December 13, 2022
2. December 27, 2022

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## 2022 Uniform Election Dates

- February 08, 2022
- April 12, 2022
- May 10, 2022
- August 09, 2022
- November 08, 2022

## 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

### September

- 09/27 Regular Meeting, 5:30 PM, City Hall

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### October

- 10/04 Airport Commission, 4:30 PM, City Hall
  - 10/05 Diversity, Equity, and Inclusion Commission, 3:00 PM, City Hall
  - 10/11 Work Session, 4:00 PM, City Hall
    - Health & Dental Insurance
  - 10/11 Regular Meeting, 5:30 PM, City Hall
  - 10/12 Planning Commission, 5:30 PM, City Hall
  - 10/25 Regular Meeting, 5:30 PM, City Hall
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