



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

**Tuesday, April 11, 2023 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 Held on March 28, 2023

PUBLIC HEARING

- [2.](#) Vacation of Utility Easements in Stonebridge Estates – 1) Public Hearing on Resolution Granting Petition to Vacate Utility Easement; 2) Consider Resolution Granting Petition to Vacate Utility Easement
- [3.](#) General Obligation Bonds, Series 2023A. 1) Conduct a Public Hearing 2) Resolution approving property tax abatement to finance certain public improvements in the City
- [4.](#) General Obligation Bonds, Series 2022A. 1) Conduct a Public Hearing 2) Consider a Resolution approving a five-year street reconstruction plan and the issuance of General Obligation Street Reconstruction Bonds

AWARD OF BIDS

- [5.](#) Awards of Bids for Construction of New Picnic Pavilion at Amateur Sports Complex
- [6.](#) Authorization to Purchase Sprayer for Parks Department from Midwest Machinery Co. of Hastings, MN and declare 1995 Sprayer surplus equipment

CONSENT AGENDA

- [7.](#) Consider Request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 20, 2023)
- [8.](#) Introduce Amendments to Ch.2, Article 2-VI, Division 2-VI-11 Adult Community Center Commission of City Ordinance
- [9.](#) Introduction of Ordinance Amending Section 86-230 Required Number of Spaces and Call for Public Hearing
- [10.](#) Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

- [11.](#) Real Property Acquisition – Relocation of Aquatic Center
- [12.](#) Wastewater Facility NPDES Permit Update and Authorize Execution of Chloride Variance Application to the MPCA
- [13.](#) Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

COUNCIL REPORTS

- [14.](#) Commission/Board Liaison Reports
15. Councilmember Individual Items

STAFF REPORTS

16. City Administrator
17. Director of Public Works/City Engineer
18. City Attorney

ADMINISTRATIVE REPORTS

- [19.](#) Administrative Brief

INFORMATION ONLY

- [20.](#) Cash & Investments
- [21.](#) Building Permits

MEETINGS

- [22.](#) Upcoming Meetings

ADJOURN

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



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 11, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting Held on March 28, 2023
Background Information:	Enclosed are the minutes from the previous meeting.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meetings held on March 28 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, March 28, 2023**

The regular meeting of the Common Council of the City of Marshall was held March 28, 2023, 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: Amanda Schroeder, Craig Schafer, Steve Meister, John Alcorn, See Moua-Leske and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney (via zoom); Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; Jim Marshall, Director of Public Safety; Sheila Dubs, Human Resource Manager; Scott Truedson, Wastewater Superintendent and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

Consider Approval of the Minutes from the Regular Meeting and Work Session Held on March 14, 2023

There were no requested changes or amendments to the minutes.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to approve the minutes from March 14, 2023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Approval of the Consent Agenda

There were no requests from Councilmembers to remove an item for additional discussion.

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

- Vacation of Utility Easements in Stonebridge Estates - Receive Petition and Call for Public Hearing.
- Consider Requests of Shades of the Past Car Club -- June 2, 2023, Cruise and June 3, 2023, Car Show.
- Consider Approval of Memorandums of Agreement Between the City and LELS Local 245 Approving Juneteenth as a Holiday
- Consider Resolution to Approve Allonge to Note – Proposed Amendment to Series 2005 SMSU Foundation Note
- Consider Resolution Accepting Nathan Holden as a Member of the PERA Public Employees Police and Fire Plan
- Consider Resolution Calling Public Hearings on Street Reconstruction Plan, Tax Abatements, and Issuance of GO Bonds
- Consider Approval of the Bills/Project Payments

Consider Authorization to Advertise for Bids for Wastewater Highway 23 Lift Station Improvements Project

Bolton & Menk, Inc. has prepared bidding documents for the Highway 23 Lift Station Improvements project that is included in the 2023 capital improvement plan for the Wastewater Department. The general scope of the project includes the following major components: Removal of four submersible pumps; wet well piping and guide rails; Renovation of wet well structure with concrete repair as needed, and new coating system; Installation of four new submersible pumps; Installation of new piping in wet well structure; Installation of new VFDs in the existing motor control center; Installation of new automatic transfer switch (furnished by City) in existing lift station building; Installation of new conduit and junction box; and Bypass pumping of the lift station while renovation work is being completed. The project construction cost estimate is \$580,000. City Engineering staff is proposing engineering fees of 8% for this project. The rate is reduced from our typical 16% because it is anticipated that the Wastewater Department will provide significant project inspection for this project, reducing the need for engineering staff presence on site during construction. The project cost estimate is \$626,400, including 8% engineering fees. The 2023 CIP includes \$350,000 for this project. This project is now estimated to cost more than the allocated budget amount, the Wastewater Department

When other items come in under budget that result in cost savings or otherwise incoming funds.

The council requested that staff provide a more detailed breakout of bids that were under/over budget to ensure better decision making in the future. Scott Truedson explained the timeline for the project and council discussed by-pass pumping and its associated costs.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to authorize advertisement for bids. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

Project ST-006 / SP# 139-591-001 / MINN Project No. STPF 4222(149): School Pedestrian Crossing Signage & Improvements Project - Consider Change Order No. 3 (Final) and Acknowledgement of Final Pay Request (No. 4)

The project consisted of installation of Rectangular Rapid Flashing Beacon (RRFB) School Pedestrian Crossing Improvements at the Marshall Middle School, Southview Elementary School, Parkside Elementary School, and True Light Christian School. All work has been completed in accordance with the specifications. Change Order No. 3 (Final) results in a contract increase in the amount of \$19,828.32. Final Pay request No. 4 in the amount of \$118,595.91 results in a total contract amount of \$495,278.67, a net increase of \$15,028.32 from the original contract amount of \$480,250.35. No proposed general fund impact. The city and schools have agreed to cost sharing the local match amount of the project, based on project estimate. The total local cost is \$120,063, with \$43,427 collected from the participating schools. The City's portion of the local match would be funded through the MSAS account utilizing an advance request.

Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to approve Change Order No. 3 (Final) and Final Pay Request No.4 to Duininck. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider Approval of Proposal for Questica Budget Software

Finance staff explored governmental budgeting software attempting to find a software to house our operating, personnel and capital budgets in the same platform, that allows multi-year budgeting , and that can improve our budgeting processes and functionality. Proposals were received from two companies. Staff recommend a 5-year agreement with Questica with a year-one cost of \$24,625, which includes \$10,000 in one-time fees for professional services for installation, accounting integration, training, and project management. The Questica product has unlimited license seats for operating, personnel planning, and capital modules and unlimited read-only licenses. In addition, the proposal includes OpenBook to foster transparency, enabling information to be visualized in an array of charts, tables, bars and graphs, and GIS mapping for capital planning. Councilmembers asked if staff had reached out to any current customers of Questica for their opinion and potential saving that could be had.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve Resolution 23-028 authorizing the City Administrator or her delegee to negotiate terms and execute the agreement with Questica. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Meister, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 4-3.**

Appointments to Various Boards, Commission, Bureaus, and Authorities

Interviews were held prior to the regular meeting with Sara Runchey from the Marshall Independent School District 413 School Board. Mayor Byrnes made the following recommendations to appoint to the Community Services Advisory Board and the school board will make the same recommendation during their meeting on April 3rd:

Josh Scholten with a term to expire 2/28/2025.

Erin VanderVeen with a term to expire 2/28/2025.

Heather Anderson with a term to expire 2/28/2026.

Amanda Schwartz with a term to expire 2/28/2026.

Kaitlyn Giles with a term to expire 2/28/2026.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to affirm and appoint the recommendations to the Community Services Advisory Board. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Commission/Board Liaison Reports

- | | |
|------------|---|
| Brynes | No report. |
| Schafer | The Public Improvement & Transportation Committee will be meeting tomorrow to discuss projects and budgetary concerns. |
| Meister | <u>EDA</u> : Talked about renovations to the former ShopKo building. A daycare appreciation event was held at Brau Brothers. Discussion about methods of attracting businesses and activities into the area. A community video project is in the works with collaboration from Community Services. |
| Schroeder | <u>EDA</u> : Listening sessions took place for the Main Street/College Dr. revitalization grant. |
| Alcorn | <u>MMU</u> : Created a new mutual aid policy, presented a 2022 year end report, construction of the solar farm near ADM is scheduled for completion in fall 2024. MMU also received a sales tax refund from the water treatment plant and a portion of the refund was given back to the City of Marshall. |
| Moua-Leske | No report. |
| Lozinski | No report. |

Councilmember Individual Items

Mayor Byrnes mentioned that the legislature plans to increase local government aid and the new formula sees an increase in LGA for Marshall. Staff recently met to converse about the spring flood outlook. Jim Marshall spoke about the mitigations that are in place and planning is ongoing for severe weather.

City Administrator

Met with Schwan's and Dennis Simpson to talk about a potential land purchase for the proposed aquatic center location. Community Services Advisory Board will be meeting, and topic will be methods of donations to go towards the aquatic center.

Director of Public Works/City Engineer

The bid opening for the Airport SRE building will be on April 3rd and brought to council on April 11th. A pre-construction meeting is scheduled for the Lyon/3rd Street reconstruction project and before the pre-construction meeting is an information session for the downtown businesses. Planned start date for the project is April 17th.

City Attorney

No report.

Information Only

There were no questions on the Upcoming Meetings.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjourn

At 6:13 PM Motion made by Councilmember Schroeder, Seconded by Councilmember Schafer to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, April 11, 2023
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Vacation of Utility Easements in Stonebridge Estates – 1) Public Hearing on Resolution Granting Petition to Vacate Utility Easement; 2) Consider Resolution Granting Petition to Vacate Utility Easement.
Background Information:	<p>A signed petition for vacation of utility easements has been received from all owners of real property that includes the proposed area for utility easement vacation.</p> <p>A map of the petitioned vacation area is attached.</p> <p>The purpose of the vacation is for the construction of a dwelling and reconfiguration of Lots 9, 10, 11, and 12, Block Eight, Stonebridge Estates</p> <p>A copy of the procedure for vacation of streets by resolution, included in Sec. 62-4 of the Marshall Code of Ordinances, is also attached.</p> <p>The vacation request has been provided to all local utility companies for their review and to ensure no utilities are currently within the proposed vacation area.</p> <p>Prior to the public hearing and adoption of the resolution granting a petition for vacation, all utility companies were contacted for notification of the vacation and receipt of requirements they may have. Marshall Municipal Utilities will procure a new easement on the property.</p>
Fiscal Impact:	Property owner to reimburse the City for all costs associated with the vacation.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1: that the Council close the public hearing.</p> <p>Recommendation No. 2: 2) that the Council adopt RESOLUTION NUMBER 23-029, which is the Resolution Granting Petition for Vacation of Utility Easement.</p>

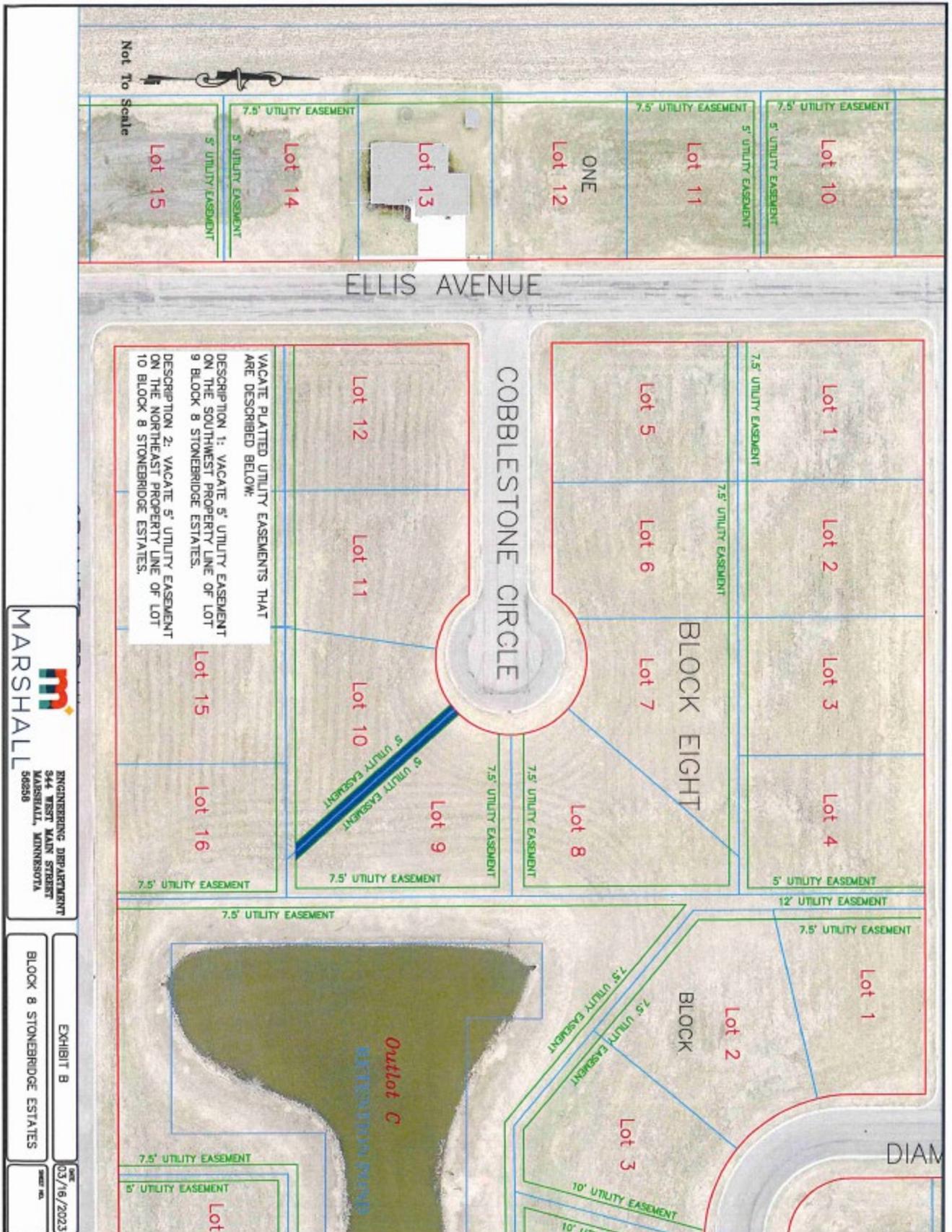
EXHIBIT A

The 5-foot-wide utility easement running southeasterly along the southwesterly property line of Lot 9, Block 8, Stonebridge Estates, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

AND

The 5-foot-wide utility easement running southeasterly along the northeasterly property line of Lot 10, Block 8, Stonebridge Estates, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

EXHIBIT B



Section 62-4 Vacation Of Streets, Alleys, Thoroughfares, Public Grounds, Easements, Or Any Other Interest In Real Estate, Or Any Part

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

(Code 1976, § 7.07)

RESOLUTION NUMBER 23-029

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

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

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

AND WHEREAS, a public hearing was held on April 11, 2023 before the City Council on such petition after due published and posted notice had been given on March 31, 2023, and all persons interested were given an opportunity to be heard.

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

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

Passed and adopted by the Council this 11th day of April 2023.

Robert J. Byrnes, Mayor

ATTEST:

City Clerk

This Instrument Drafted by:
Jason R. Anderson, P.E.; Director of Public Works / City Engineer
344 W. Main St.
Marshall MN 56258

EXHIBIT A

The 5-foot-wide utility easement running southeasterly along the southwesterly property line of Lot 9, Block 8, Stonebridge Estates, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

AND

The 5-foot-wide utility easement running southeasterly along the northeasterly property line of Lot 10, Block 8, Stonebridge Estates, as filed and recorded in the Office of the County Recorder in and for Lyon County, Minnesota.

EXHIBIT B



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, April 11, 2023
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	General Obligation Bonds, Series 2023A. 1) Conduct a Public Hearing 2) Resolution approving property tax abatement to finance certain public improvements in the City
Background Information:	<p>On March 28, 2023 the City Council Called for a Public Hearing to be held on April 11, 2023.</p> <p>At its April 11, 2023 meeting, the Marshall City Council is being asked to consider the following resolution in anticipation of the issuance of General Obligation Bonds, Series 2023A:</p> <p>Resolution approving property tax abatement to finance certain public improvements in the City</p> <p>Property tax abatement to finance certain public improvements in the City</p> <p>The City is proposing property tax abatement to aid in financing certain public improvements, including parking lot improvements and improvements to various city parks (Independence Park, Legion Field and the Amateur Sports Center) (the “Project”), all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended. The City intends to issue one or more series of general obligation bonds, a portion of which will be designated as tax abatement bonds, in the aggregate principal amount estimated not to exceed \$600,000 to pay the costs of the project. The abatement bonds are expected to be paid primarily through the collection of abatement revenues. Prior to approval of the granting of a property tax abatement, the City is required to hold a public hearing. The City Council has scheduled April 11 as the date of the public hearing. Following the hearing, the resolution would authorize the City to finance the identified public improvements with property tax abatements through the issuance and sale of general obligation tax abatement bonds.</p> <p>Voting Requirements:</p> <p>Resolution approving property tax abatement to finance certain public improvements</p> <ul style="list-style-type: none"> • Must be approved by a majority vote
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	<p>Recommendation No. 1: To Close the Public Hearing</p> <p>Recommendation No. 2: Consider Approval of Resolution Number 23-030, a Resolution Approving Property Tax Abatement to Finance Certain Public Improvements in the City.</p>

RESOLUTION NO. 23-030

**RESOLUTION APPROVING PROPERTY TAX ABATEMENT
TO FINANCE CERTAIN PUBLIC IMPROVEMENTS IN THE CITY**

BE IT RESOLVED by the City Council (the "Council") of the City of Marshall, Lyon County, Minnesota (the "City") as follows:

1. Recitals.

(a) The City has contemplated granting a property tax abatement in order to aid in financing certain public improvements, including parking lot improvements and improvements to various city parks (Independence Park, Legion Field and the Amateur Sports Center) (the "Project"), all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (the "Act").

(b) Pursuant to Section 469.1813, subdivision 1 of the Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on a parcel of property to pay for all or part of the cost of acquisition or improvement of public infrastructure, whether or not located on or adjacent to the parcel for which the tax is abated.

(c) The City has identified 36 parcels located in the City, identified in EXHIBIT A attached hereto (the "Abatement Property"), which will be benefitted by the Project and from which the City proposes to abate all or a portion of the City's share of taxes to help finance the Project, subject to all the terms and conditions of this resolution (the "Abatement"). The Abatement Property is not located in a tax increment financing district.

(d) The City intends to issue general obligation bonds, a portion of which will be designated as tax abatement bonds, in the aggregate principal amount presently estimated not to exceed \$600,000 (the "Abatement Bonds") to pay the costs of the Project pursuant to the Act. The Abatement Bonds are expected to be paid primarily through the collection of Abatement revenues.

(e) On the date hereof, the Council held a public hearing on the question of the Abatement, and said hearing was preceded by published notice thereof in accordance with the Act.

2. Findings for the Abatement. The Council hereby makes the following findings:

(a) The Council expects the benefits to the City of the Abatement to at least equal the costs to the City thereof.

(b) Granting the Abatement is in the public interest because it will help finance the acquisition and construction of public facilities in the City, which provides certain public infrastructure in the City that helps attract and retain citizens and helps increase or preserve the City's tax base by stimulating development and maintaining values in the area.

(c) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in

that year, exceed the greater of ten percent (10%) of the City's net tax capacity for that year or \$200,000.

3. Terms of Abatement. The Abatement is hereby approved. The terms of the Abatement are as follows:

(a) The Abatement shall be for a maximum of ten (10) years and shall apply to the taxes payable in the years 2024 through 2033, inclusive.

(b) The City will abate the City's share of property tax amount which the City receives from the Abatement Property, in an amount not to exceed \$600,000.

(c) The maximum amount of Abatement authorized under this resolution is \$600,000. The maximum principal amount of bonds to be secured by the Abatement under this resolution will not exceed the estimated sum of the Abatement from the Abatement Property for the term authorized under this resolution.

(d) The Abatement shall be subject to all the terms and limitations of the Act.

Approved this April 11, 2023 by the City Council of the City of Marshall, Minnesota.

CITY OF MARSHALL, MINNESOTA

Mayor

Attest:

City Clerk

Exhibit A

Parcel ID Numbers for the "Property"

27-119002-0	27-708011-0	27-716001-0	27-716009-0	27-716016-0	27-716023-0
27-708003-0	27-708013-0	27-716003-0	27-716010-0	27-716017-0	27-716024-0
27-708004-0	27-714015-0	27-716004-0	27-716011-0	27-716018-0	27-716025-0
27-708005-0	27-715002-0	27-716005-0	27-716013-0	27-716019-0	27-716026-0
27-708006-0	27-715004-0	27-716007-0	27-716014-0	27-716020-0	27-716027-0
27-708007-0	27-715005-0	27-716008-0	27-716015-0	27-716021-0	27-716030-0

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, April 11, 2023
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	General Obligation Bonds, Series 2022A. 1) Conduct a Public Hearing 2) Consider a Resolution approving a five-year street reconstruction plan and the issuance of General Obligation Street Reconstruction Bonds.
Background Information:	<p>On March 28, 2023 the City Council Called for a Public Hearing to be held on April 11, 2023.</p> <p>At its April 11, 2023 meeting, the Marshall City Council is being asked to consider the following resolution in anticipation of the issuance of General Obligation Bonds, Series 2023A:</p> <p>Resolution approving a street reconstruction plan and the issuance of General Obligation Street Reconstruction Bonds</p> <p>Street Reconstruction Plan and Issuance of General Obligation Street Reconstruction Bonds The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the “Act”), to prepare a plan for street reconstruction or bituminous overlay of streets in the City over the next five years, which includes a description of the street reconstruction or overlay to be financed, the estimated costs, and any planned reconstruction or overlay of other streets in the City over the next five years. Pursuant to the Act, the City may issue general obligation bonds to finance the cost of street reconstruction activities described in such plan.</p> <p>Before the approval of the street reconstruction plan and the issuance of any bonds under the Act, the City is required to hold a public hearing on the plan and the issuance of bonds thereunder. The City Council has scheduled April 11 as the date of the public hearing. Following the hearing, the resolution would authorize the issuance and sale of general obligation street reconstruction bonds pursuant to the Act in the maximum principal amount of \$3,700,000 to finance the costs of the Project, as described in the Plan.</p> <p>Voting Requirements: Resolution approving the street reconstruction plan and granting preliminary approval for the issuance of street reconstruction bonds</p> <ul style="list-style-type: none"> • Must be approved by “a vote of two-thirds majority of members of the governing body present at the meeting following a public hearing”
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	<p>Recommendation No. 1: To Close the Public Hearing</p> <p>Recommendation No. 2: Consider Approval of Resolution Number 23-031, a Resolution approving a five-year street reconstruction plan and the issuance of General Obligation Street Reconstruction Bonds.</p>



MARSHALL

CULTIVATING THE BEST IN US

Five-Year Street Reconstruction Plan for the
City of Marshall, Minnesota
2023 through 2027

Dated April 11, 2023

City of Marshall
Five-Year Street Reconstruction Plan
2023 through 2027

PURPOSE

Street reconstruction is a major expenditure of city funds for street reconstruction or bituminous overlays. Street reconstruction and bituminous overlays may include utility replacement and relocation and other activities incidental to street reconstruction, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and the local share of state and county road projects, street reconstruction and bituminous overlays does not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed. A street reconstruction plan (“SRP”) is a document designed to anticipate street reconstruction expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method possible. An SRP helps enable the matching of expenditures with anticipated income. As potential expenditures are reviewed, the city considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Marshall, Minnesota (the “City”) believes the street reconstruction process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical public assets, preservation of public assets and sound fiscal management. Good planning is essential for the wise and prudent use of limited financial resources.

The SRP is designed to be updated periodically. The Street Reconstruction Plan is a part of the City’s capital improvement plan. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

THE STREET RECONSTRUCTION PLANNING PROCESS

For the City to use its authority to finance expenditures under Minnesota Statutes, Section 475.58, Subdivision 3b, it must meet the requirements provided therein. The street reconstruction planning process is as follows:

The City staff prepares an SRP reflecting the street reconstruction projects anticipated to be undertaken within the next five years (based on their priority, fiscal impact, and available funding) and the estimated costs thereof. If general obligation bonding is deemed necessary, the City works with its financial advisor to prepare a bond sale and repayment schedule. A public hearing is held to solicit input from citizens on the SRP and the issuance of bonds. Notice of such hearing must be published in the official newspaper of the City at least 10,

but not more than 28 days prior to the date of the public hearing. The City Council must approve the SRP and the sale of street reconstruction bonds by a vote of a two-thirds majority those members present at the meeting following the public hearing.

Voters may petition for requesting a vote (also known as a reverse referendum) on the issuance of street reconstruction bonds. If a petition bearing the signatures of voters equal to at least 5% of the votes cast in the last municipal general election requesting a vote on the issuance of street reconstruction bonds is received by the City Clerk within 30 days after the public hearing, the City may only issue general obligation street reconstruction bonds after approval by voters at an election. If no such petition is submitted, general obligation street reconstruction bonds may be issued without an election.

In subsequent years, the process is repeated annually or as expenditures are completed and new needs arise.

I. PROJECT SUMMARY AND FINANCING

Street reconstruction projects anticipated to be undertaken within the next five years and the estimated costs thereof are set forth in Appendix A. Those for which street reconstruction bonds are anticipated to be issued include the following:

2023 Street Reconstruction Bond Financed Expenditures – general obligation street reconstruction bonds are proposed to be issued in 2023 in an aggregate principal amount not to exceed \$3,700,000 for the W Lyon St / N 3rd St Reconstruction Project. Such bonds will be combined with other financing tools, including general obligation improvement bonds, to finance other capital improvements in the City.

Street reconstruction bonds are included in the amount of indebtedness of the City which cannot, under Minnesota Statutes, Section 475.53, exceed 3% of the assessor’s taxable market value for the City (“TMV”). The proposed bonds will not exceed statutory limits.

All other foreseeable capital expenditures are expected to be financed through other revenue or financing sources.

APPENDIX A

YEAR *	PROJ. NO.	2023-2027 PROJECT DESCRIPTION	TOTAL
2023	ST-008	Channel Parkway Pavement Replacement Project	\$1,673,717
2023	ST-009	W Lyon St (College to N 5th St) / N 3rd St (W Redwood to Main) and Addison Parking Lot Reconstruction	\$4,683,816
2023	SWM-002	Legion Field Road Stormwater Study: Phase 2 - Parkway Basin	\$857,167
2023		MMU Watermain Improvements (Boring TH 23 at Cheryl Ave & Hackberry Dr)	\$705,983
2023	ST-002-2023	2023 Street Mill & Overlays and ADA Improvements	\$966,221
		TOTAL 2023	\$8,886,904
2024	ST-010	Lyon Circle Reconstruction Project	\$282,723
2024	ST-011	Cheryl Avenue Reconstruction Project - Eatros Addition Phase 1	\$1,650,486
2024	ST-012	S Hill St/S Minnesota St/Charles Ave Reconstruction - Liberty Park/Morningside Heights Phase 1	\$1,349,768
2024	ST-020	S. 5th Street (Saratoga to Main) Reconstruction Project	\$734,601
2024	SWM-003	Legion Field Road Stormwater Study: Phase 3-Legion Field Basin	\$676,436
2024		MMU Watermain Improvements (16" at WTP)	\$185,020
2024	SWM-009	Pond Outlet Improvement: Triangle Pond/Canoga Pond	\$115,000
2024	SWM-008	South Central Stormwater Trunk Line Improvements	\$125,000
2024	ST-002-2024	2024 Street Mill & Overlays and ADA Improvements	\$675,000
		TOTAL 2024	\$5,794,034

2025-2026	ST-015	MnDOT College Drive Reconstruction - City Cost Participation	\$3,970,902
2025	ST-016	Brian St/G St Reconstruction Project	\$2,099,766
2025	ST-017	Hackberry Drive Reconstruction Project	\$2,141,825
2025	ST-018	C St.-Southview Trail Project	\$478,323
2025	ST-xxx	Market Street Reconstruction Project	\$699,350
2025	SWM-xxx	Canoga Park Drive Triange Pond Outlet	\$115,000
2025	ST-002-2025	2025 Street Mill & Overlays and ADA Improvements	\$700,000
		TOTAL 2025	\$10,205,166
2026	ST-019	Donita Ave/Thomas Ave Reconstruction Project - Eatros Addition Phase 2	\$4,235,727
2026	ST-026	N. Hill Street (College to Willow) Reconstruction Project	\$316,695
2026	WW-001	College Drive Sanitary Sewer Lining Project	\$686,000
2026	SWM-006	Diversion Channel Maintenance Project	\$200,000
2026	ST-025	E. Lyon Street Trail Project	\$743,400
2026	ST-013	Marlene St/Paul St/Parkview Dr Reconstruction Project	\$1,445,566
2026	ST-002-2026	2026 Street Mill & Overlays and ADA Improvements	\$700,000
		TOTAL 2026	\$8,327,388
2027	ST-027	Elaine Ave/Kathryn Ave/Alan Ave Reconstruction Project - Eatros Addition Phase 3	\$4,523,501
2027	ST-028	S Hill St/Central/Roosevelt/Lincoln Sanitary/Watermain Replacement Project - Vanuden Phase 1	\$2,180,507
2027	ST-029	E Street Reconstruction Project	\$1,581,956
2027	ST-030	Madrid Street Bridge Rail Repair	\$150,000
2027	SWM-004	Bladholm Street River Stabilization Project	\$319,000
2027	ST-014	S. 4th/Country Club Intersection Reconfiguration and Reconstruction	\$2,802,493
2027	ST-002-2027	2028 Street Mill & Overlays and ADA Improvements	\$725,000
		TOTAL 2027	\$12,282,457

RESOLUTION NO. 23-031

RESOLUTION APPROVING A STREET RECONSTRUCTION PLAN AND THE ISSUANCE OF GENERAL OBLIGATION STREET RECONSTRUCTION BONDS

BE IT RESOLVED by the City Council (the "Council") of the City of Marshall, Lyon County, Minnesota (the "City") as follows:

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to prepare a plan for street reconstruction or bituminous overlay of streets in the City over the next five (5) years, which includes a description of the street reconstruction or overlay to be financed, the estimated costs, and any planned reconstruction or overlay of other streets in the City over the next five (5) years. Pursuant to the Act, the City may issue general obligation bonds to finance the cost of street reconstruction activities described in such plan.

1.02. Before the approval of the street reconstruction plan and the issuance of any bonds under the Act, the City is required to hold a public hearing on the plan and the issuance of bonds thereunder.

1.03. Pursuant to the Act, the City has caused to be prepared a street reconstruction plan, entitled *Five-Year Street Reconstruction Plan for the City of Marshall, Minnesota 2023 through 2027* (the "Plan"), describing certain street reconstruction and overlay activities in the City and the estimated costs of the Plan over the five-year period covered by the Plan. The reconstruction activities described in the Plan include, but are not limited to, the project designated by the City as the N. 3rd St./W. Lyon St. Downtown Reconstruction Project (the "Project").

1.04. The City has determined that it is in the best interests of the City to authorize the issuance and sale of general obligation street reconstruction bonds pursuant to the Act in the maximum principal amount of \$3,700,000 (the "Street Reconstruction Bonds"), to finance the costs of the Project, as described in the Plan.

1.05. On this date, the Council held a public hearing on the Plan and the issuance of the Street Reconstruction Bonds, after publication of a notice of public hearing in the City's official newspaper at least ten (10) days but no more than twenty-eight (28) days before the date of the public hearing.

Section 2. Plan Approved.

2.01. The Council finds that the Plan will improve the City's system of public roads, which serves the interests of the City as a whole.

2.02. The Plan is approved in the form presented at the public hearing and on file at City Hall.

Section 3. Street Reconstruction Bonds Authorized.

3.01. Pursuant to Minnesota Statutes, Section 462.356, subd. 2, the Council, by at least a two-thirds vote of all of its members, finds that the Plan and the improvements to be financed with the Street Reconstruction Bonds do not impact and do not have a relationship to the City's comprehensive plan; the

Plan and improvements are consistent with the City’s comprehensive plan; therefore, the Council dispenses with the requirements of Minnesota Statutes, Section 462.356, subd. 2 relating to planning commission review of the Plan and the improvements.

3.02. The Council authorizes the issuance of the Street Reconstruction Bonds in accordance with the Plan, in order to finance street reconstruction activities described in the Plan and costs of issuance of the Street Reconstruction Bonds, subject to further details regarding the sale and award of the Street Reconstruction Bonds to be set forth in resolutions to be considered by the Council at subsequent meetings. City staff and consultants are authorized to take all actions necessary to negotiate the sale of the Street Reconstruction Bonds, subject to the contingency described in Section 3.02 hereof.

3.03. If a petition requesting a vote on the issuance of the Street Reconstruction Bonds, signed by voters equal to five percent (5%) of the votes cast in the last municipal general election, is filed with the City Clerk within thirty (30) days of the date of the public hearing, the City may issue the Street Reconstruction Bonds under Minnesota Statutes, Section 475.58, subdivision 3b only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Street Reconstruction Bonds is subject to expiration of the thirty (30) day period without the City’s receipt of a qualified petition under the Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Street Reconstruction Bonds.

3.04. City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

Approved this April 11, 2023 by the City Council of the City of Marshall, Minnesota.

CITY OF MARSHALL, MINNESOTA

Mayor

Attest:

City Clerk

**RESOLUTION NO. 23-031
SECOND SERIES**

The attached resolution was adopted by the City Council of the City of Marshall on April 11, 2023.

The question was on the adoption of the resolution, and there were _____ AYE votes and _____ NAY votes as follows:

CITY OF MARSHALL CITY COUNCIL MEMBERS	Yes	No	Other
Robert J. Byrnes, Mayor	_____	_____	_____
John Alcorn (Ward I)	_____	_____	_____
Amanda Schroeder (Ward I)	_____	_____	_____
See Moua Leske (Ward II)	_____	_____	_____
Steven Meister (Ward II)	_____	_____	_____
James Lozinski (Ward III)	_____	_____	_____
Craig Schafer (Ward III)	_____	_____	_____

RESOLUTION ADOPTED.

ATTEST:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 11, 2023
Category:	AWARD OF BIDS
Type:	INFO/ACTION
Subject:	Award of Bid for Construction of Picnic Pavilion and Storage Area at the Amateur Sports Complex to Doom & Cuyper’s Construction, Inc. of Marshall, MN.
Background Information:	<p>The construction of a Picnic Pavilion with Storage is a the final structure to finalize the vision for the Amateur Sports Complex. The facility will provide much need shade for the users, storage of maintenance equipment and supplies, and an additional shelter for community members to rent for events such as birthday parties.</p> <p>On April 5, 2023, three bids from local contractors were received. Doom & Cuyper’s Construction, Inc. of Marshall, MN submitted the low bid of \$171,642.00 and is recommended for approval. Start date for construction would be mid-summer with a proposed completion date of October 1, 2023.</p> <p>The layout and size of this structure will be identical to the new picnic pavilion at Patriot Park.</p> <p>\$170,000.00 was budgeted in the 2023 Parks Department CIP for this project.</p>
Fiscal Impact:	\$171,642.00 for the completion of this project.
Alternative/ Variations:	N/A
Recommendations:	Award of Bid for Construction of Picnic Pavilion and Storage Area at the Amateur Sports Complex to Doom & Cuyper’s Construction, Inc. of Marshall, MN in the amount of \$171,642.00.

BID TABULATION

FOR CONSTRUCTION OF SHELTER/STORAGE FACILITY AT AMATEUR SPORTS COMPLEX

DATE: APRIL 5, 2023
TIME: 10:00 A.M.

BIDDER	BID BOND INCLUDED	TOTAL BID	SPECIAL NOTES, IF ANY
Bladholm Construction	Yes	\$198,770.00	
Sussner Construction	Yes	\$192,000.00	
Doom and Cuyper's Construction, Inc.	Yes	\$171,642.00	Mid-summer start – apparent low bidder – recommended for approval

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 11, 2023
Category:	AWARD OF BIDS
Type:	INFO/ACTION
Subject:	Authorization to Purchase Sprayer for Parks Department from Midwest Machinery Co. of Hastings, MN and declare 1995 Sprayer surplus equipment.
Background Information:	<p>The purchase of a new sprayer for the Parks Department is in the 2023 CIP.</p> <p>A boom sprayer is a critical piece of equipment in the park’s operations to apply herbicides and fungicides to our 220 acres of green space that is maintained.</p> <p>Our existing sprayer is a 2013 and will be passed onto Public Works to upgrade their 1995 sprayer which we would like to declare surplus once the new unit arrives and is in service, likely won’t be until late fall of 2023. The surplus unit will then be sold on auction.</p> <p>Midwest Machinery Co. is the state contract holder for this piece of equipment and the only dealer that can provide this piece of equipment due to licensing through John Deere. The state contract price for this unit is \$65,167.59. \$59,500 is the current budget amount as per pricing in the fall of 2022. Due to volatility in the markets and a January pricing increase the cost has since gone up.</p> <p>The auction of the 1995 sprayer will offset some of these costs, but the exact amount is unknown at this time.</p>
Fiscal Impact:	\$65,167.59 less auction bid for old unit.
Alternative/ Variations:	None
Recommendations:	Authorization to purchase new sprayer per the attached quote from Midwest Machinery Co. of Hastings, MN and declare 1995 sprayer surplus equipment.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:**Ben Johnson**

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033

Tel: 651-437-7747

Fax: 651-437-3483

Email: benjaminjohnson@mmcj.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 28461740

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

Prepared For:

CITY OF MARSHALL, INC



Proposal For:

Delivering Dealer:

Ben Johnson

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033

sales@mmcjd.com

Quote Prepared By:

Ben Johnson
benjaminjohnson@mmcjd.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

Quote Summary

Prepared For:

CITY OF MARSHALL, INC
PO BOX 477
MARSHALL, MN 56258
Business: 507-537-6763
Preston.Stensrud@ci.Marshall.mn.us

Delivering Dealer:

Midwest Machinery Co.
Ben Johnson
12040 Point Douglas Dr South
Hastings, MN 55033
Phone: 651-437-7747
benjaminjohnson@mmcjd.com

Quote ID: 28461740
Created On: 24 March 2023
Last Modified On: 27 March 2023
Expiration Date: 28 April 2023

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE ProGator 2030A (Diesel) Contract: MN Turf Maint Equip 224321 (PG 0B CG 22) Price Effective Date: March 23, 2023	\$ 35,213.78	1	=	\$ 35,213.78
JOHN DEERE HD300 SelectSpray (For ProGators 2020A, 2020 and 2030A, 2030) Contract: MN Turf Maint Equip 224321 (PG 0B CG 22) Price Effective Date: March 26, 2023	\$ 29,953.81	1	=	\$ 29,953.81
Equipment Total				\$ 65,167.59

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 65,167.59
Trade In	
SubTotal	\$ 65,167.59
Est. Service Agreement Tax	\$ 0.00
Total	\$ 65,167.59
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 65,167

Item 6.

Salesperson : X _____

Accepted By : X _____

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ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

Selling Equipment

Quote Id: 28461740 **Customer Name:** CITY OF MARSHALL, INC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

JOHN DEERE ProGator 2030A (Diesel)

Hours:

Stock Number:

Contract: MN Turf Maint Equip 224321 (PG 0B CG 22)

Selling Price *

Price Effective Date: March 23, 2023

\$ 35,213.78

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
141CTC	ProGator 2030A (Diesel)	1	\$ 43,456.00	23.00	\$ 9,994.88	\$ 33,461.12	\$ 33,461.12
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183E	JDLink™ Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other Countries - Operator's Manual - English/Spanish	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1162	Wide Rear Multi-Trac (2) Tires and (2) Wheels, 26 x 14-12 (4 PR)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2200	Factory Installed Auxiliary Hydraulics	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
9774	Throttle/Governor Control Kit	1	\$ 613.00	23.00	\$ 140.99	\$ 472.01	\$ 472.01
9870	LED Worklight Kit - ProGator	1	\$ 745.00	23.00	\$ 171.35	\$ 573.65	\$ 573.65
Standard Options Total			\$ 1,358.00		\$ 312.34	\$ 1,045.66	\$ 1,045.66
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Freight	1	\$ 357.00			\$ 357.00	\$ 357.00
	Customer Setup	1	\$ 350.00			\$ 350.00	\$ 350.00
			\$ 707.00			\$ 707.00	\$ 707.00
Suggested Price							\$ 35,213.78
Total Selling Price			\$ 45,521.00		\$ 10,307.22	\$ 35,213.78	\$ 35,213.78

Selling Equipment

Quote Id: 28461740 **Customer Name:** CITY OF MARSHALL, INC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Midwest Machinery Co.
12040 Point Douglas Dr South
Hastings, MN 55033
651-437-7747
sales@mmcjd.com

JOHN DEERE HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A,

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: MN Turf Maint Equip 224321 (PG 0B CG 22)

\$ 29,953.81

Price Effective Date: March 26, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1156TC	HD300 SelectSpray(For ProGators 2020A, 2020 and 2030A, 2030)	1	\$ 20,052.00	23.00	\$ 4,611.96	\$ 15,440.04	\$ 15,440.04
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2002	Gen2 Automatic Rate Controller for Centrifugal or Diaphragm Pump	1	\$ 1,585.00	23.00	\$ 364.55	\$ 1,220.45	\$ 1,220.45
3001	Multi-Size Boom, 15 ft. and 21 ft. (4.6M and 6.4M) with Electro-Hydraulic Lift	1	\$ 627.00	23.00	\$ 144.21	\$ 482.79	\$ 482.79
6450	Diaphragm Pump	1	\$ 3,654.00	23.00	\$ 840.42	\$ 2,813.58	\$ 2,813.58
9031	Electric Foam Maker	1	\$ 2,428.00	23.00	\$ 558.44	\$ 1,869.56	\$ 1,869.56
9045	CleanLoad Chemical Eductor	1	\$ 3,318.00	23.00	\$ 763.14	\$ 2,554.86	\$ 2,554.86
9055	Electric Reel and 200 Ft. of 1/2 In. Hose, Less Spraygun	1	\$ 3,013.00	23.00	\$ 692.99	\$ 2,320.01	\$ 2,320.01
9060	Spraygun	1	\$ 287.00	23.00	\$ 66.01	\$ 220.99	\$ 220.99
9070	Ground Plane Wheel	1	\$ 925.00	23.00	\$ 212.75	\$ 712.25	\$ 712.25
9075	20 Gallon Rinse Tank	1	\$ 1,064.00	23.00	\$ 244.72	\$ 819.28	\$ 819.28
Standard Options Total			\$ 16,901.00		\$ 3,887.23	\$ 13,013.77	\$ 13,013.77
Other Charges							
	Freight	1	\$ 300.00			\$ 300.00	\$ 300.00
	Customer Setup	1	\$ 1,200.00			\$ 1,200.00	\$ 1,200.00
			\$ 1,500.00			\$ 1,500.00	\$ 1,500.00
Suggested Price							\$ 29,953.81
Total Selling Price			\$ 38,453.00		\$ 8,499.19	\$ 29,953.81	\$ 29,953.81

Meeting Date:	Tuesday, April 11, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider the request of the Marshall Downtown Business Association for Crazy Days (Thursday-July 20, 2023).
Background Information:	<p>Attached is a request from the Marshall Downtown Business Association requesting the closing of the following streets on Thursday, July 20, 2023 from 6:00 a.m. to 7:00 p.m. for the Annual Crazy Days activities:</p> <ul style="list-style-type: none"> - Main Street from College Drive (intersection of T.H. 19 & T.H. 59) northwest to North 6th Street - North 3rd Street from Main Street to Lyon Street - 4th Street from the alley south of Main Street (behind Bot Appliance) to the alley north of Main Street (behind Wells Fargo) - 5th Street to the alleys south and north of Main Street. <p>If the request is approved by Council, the request will then be submitted to Mn/DOT for their approval and implementation of the detour route. This request has presented no significant public safety problems in the past, and it is not expected to be a problem this year either. The Street Department is responsible for the appropriate barricades and signage. If the request is approved, area public safety agencies will be advised of the event so that they are aware of the road blockage/detour.</p>
Fiscal Impact:	Staff time.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approve the request of the Marshall Downtown Business Association for street closure for Crazy Days on Thursday, July 20, 2023, contingent on Mn/DOT approval of the permit.



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

Applicant Name: Marshall Downtown Business Association

Applicant Address: 317. W. Main st. Marshall MN 56258

Contact Person: Desiree Petrich Phone/Cell#: 507-532-4484

Address of Request: Main and 3rd St.

Reason for Request: Crazy Days!

Start Date of Request: 7/20/23 Start Time: 6 am am/pm

End Date of Request: 7/20/23 End Time: 7 pm am/pm

Brief Description of Area Requested for Private Use/Closure (attach map):

Intersection of Hwy 19 & Hwy 59 on Main Street, down to N 5th Street intersection of Main Street, as well as 3rd Street from Main St to Lyon Street.

I realize 3rd st. will likely be closed due to construction, but wanted to keep the request the same for future reference

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

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

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

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

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

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

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

3/23/23 Date

Signature of Applicant (handwritten signature)

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

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

RECOMMENDATION: _____

Special Provisions: _____

Date

Director of Public Works/City Engineer

=====

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

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

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

Attachments

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



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 11, 2023
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Introduce Amendments to Ch.2, Article 2-VI, Division 2-VI-11 Adult Community Center Commission of City Ordinance
Background Information:	<p>The ordinance was last amended May 10, 2022, under Ordinance 22-003 to rename the Senior Citizens Center Commission to the Adult Community Center Commission. The change only updated the name of the title and none of the body was updated. The amendments being proposed are to further clarify and cleanup the ordinance to adhere to how the commission and the Marshall Area Senior Citizens Inc. currently operate.</p> <p>Changes were made and reviewed by City Attorney Whitmore. On April 4, 2023 the Legislative and Ordinance Committee all voted in favor to recommend the amendments be brought forth for council approval.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	
Recommendations:	To introduce amendments to Ch2., Article 2-VI, Division 2-VI-11.

**CITY OF MARSHALL
ORDINANCE ACC**

NOW THEREFORE, be it ordained by the Common Council of the City of Marshall, in the State of Minnesota, as follows:

SECTION 1: AMENDMENT “Section 2-341 Established” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-341 Established

The ~~senior citizens~~ Adult Community eCenter eCommission is hereby established.

(Code 1976, § 2.29)

SECTION 2: AMENDMENT “Section 2-342 Composition; Terms; Qualifications” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-342 Composition; Terms; Qualifications

The ~~senior citizens~~ Adult Community eCenter eCommission shall be composed of seven members. The term of any member shall be three years. Members of the commission shall be appointed with due regard to their fitness for the efficient dispatch of the functions, powers and duties vested in and imposed upon the commission.

- (a) The Mayor with eCouncil approval shall appoint ~~all~~four (4) members at large from the citizens of the city, and one member from the City Council to such commission.
- (b) The remaining ~~T~~two (2) members of the Commission shall be appointed to the Commission ~~from~~by the Marshall Area Senior Citizens, Inc. (MASC) from their board of directors. ~~one member shall be appointed from the city council, and four members shall be appointed from the citizens of the city. If MASC does not choose to appoint a member to the board the remaining members may choose to leave the position vacant or may attempt to fill the position with an at-large member until such time that MASC may choose to appoint a member.~~

(Code 1976, § 2.29(1), (2), (4); Ord. No. 496 2nd series, § 1, 7-7-2003)

SECTION 3: AMENDMENT “Section 2-343 Function” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-343 Function

The function of the ~~senior citizens~~ Adult Community eCenter eCommission shall be to manage, operate and maintain the city's ~~senior citizens~~ adult community center.

(Code 1976, § 2.29(5))

SECTION 4: AMENDMENT “Section 2-344 Powers And Duties” of the Marshall Municipal Code is hereby *amended* as follows:

AMENDMENT

Section 2-344 Powers And Duties

The powers and duties of the ~~senior citizens~~ Adult Community eCenter eCommission shall be as follows:

- (a) Adopt bylaws and rules for the conduct of its members, and the officers of its board, including election of officers, assumption of duties and definition of responsibilities of its boards' officers.
- (b) The board shall, at its first meeting in each calendar year, elect from among its members a chairperson, a vice-chairperson, a secretary and such other officers as it may determine. The board shall hold at least one regular meeting annually and shall keep minutes of its meetings, a copy of which minutes shall be furnished to the council as soon as reasonably possible after the date of the meeting.
- (c) At least once a year, Ddevelop and present to the eCity eCouncil their report with recommendation on the city's ~~senior citizens~~ adult community center budget.
- ~~(d) Appoint members of their commission to serve on other commissions of the city.~~
- (e) Adopt all necessary rules and regulations for their own guidance and for the proper management and operation of such ~~senior citizens~~ adult community center.
- (f) Make on or before December 31, of each year, an annual report to the council regarding the operation of the ~~senior citizens~~ adult community center, and how the funds of the city were spent during such year.
- (g) ~~The senior citizens center commission shall have the authority to e~~Enter into contracts related to the management and operation of the adult community center after submitting only after they proposed contract have been approved by to the eCity eCouncil and receiving approval of the contract by the Council.

- (h) ~~The commission shall have the authority to employ such persons as are necessary to carry out their function, within their budgetary limitations~~ Participate in any hiring panel related to adult community center employees and have authority to make recommendations to the City's Human Resource Manager related to employees or potential employees of the adult community center.

(Code 1976, § 2.29(6))

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL

Presiding Officer

Attest

Robert Byrnes, Mayor, City of
Marshall

Steven Anderson, City Clerk, City of
Marshall

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, April 11, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Introduction of Ordinance Amending Section 86-230 Required number of spaces and Call for Public Hearing
Background Information:	<p>These are minimal changes to the parking spaces table. One change was the result of analyzing a specific request for parking to significantly exceed current requirements. We also remove the limit to the maximum number of spaces to let businesses be more in control of their parking.</p> <p>At the December 14, 2022, regular Planning Commission meeting, Deutz made a motion, second by Muchlinski to recommend to city council an approval as recommend by staff. All voted in favor of the motion.</p> <p>At the meeting on April 4, 2023, Legislative and Ordinance Committee voted to recommend to council the approval of revisions to City Ordinance Section 86-230 Required number of spaces.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Staff recommends, based on L&O Committee input, that the Council introduce the amendments to City Ordinance Section 86-230 Required number of spaces and call for public hearing to be held on April 25, 2023.

Section 86-230 Required Number Of Spaces

Off-street parking areas of sufficient size to provide parking for patrons, customers, suppliers, visitors and employees shall be provided for each use. For mixed use buildings, the required number of parking spaces shall be calculated separately for each area use and then added up. Unless otherwise noted, required off-street parking noted as a S.F. (square foot) ratio is to be applied to the gross building area for each use. The minimum number of off-street parking spaces for each use is listed in table 86-230. ~~The number of provided parking spaces shall not exceed the minimum number by more than ten percent.~~

Apartment (more than 4 units)	1/ efficiency or one bedroom unit plus 2/ two or more bedroom unit plus 1/ 4 units for visitors
Assisted and congregate living facility	0.5/ unit plus 1
Art gallery, museum	1/ 500 S.F.
Assembly or auditorium with fixed seats, theatre	1/ 4 seats
Assembly without fixed seats not listed anywhere else, arcade	1/ 100 S.F.
Auction house	1/ 100 S.F. or 1/ 4 fixed seats, whichever is greater
Bank	1/ 300 S.F.
Baseball, soccer, football field, arena or stadium	1/ 4 seats plus 20/ field (court, rink, etc.) plus 1 oversize space/field (court, field, etc.)
Beauty salon, barber shop, massage or tattoo parlor, tanning salons	2/ service station or bed
Bed and breakfast	1/ guest bedroom plus 2
Boarding or lodging house	1/ rented bed plus 2
Boat, ATV, RV sales and service	1/ 1,000 S.F. plus as required for outside sales lot
Bowling alley	4/ alley plus 2
Car wash	2
Church	1/ 5 seats in largest auditorium
Clinic, medical, dental, etc., doctor or chiropractic office	1/ 250 S.F.
Convenience store	1/ 200 S.F. plus 1 plus 1 oversize space plus as required for fuel station if applicable
Corrections facility, jail	1/ 10 beds plus 1/ employee
Court, tennis or racquetball, without fixed seating	2/ court plus 1
Dance hall	1/ 50 S.F.
Day care	1/ classroom plus 1/ 10 participants

Dwellings, one to four units	2/ dwelling plus one for each roomer or boarder <u>or each tenant beyond four for units not rented to a single family</u>
Drinking or dining establishment, sit down or buffet restaurant, bar	1/ 50 S.F. of seating area , plus 1/ 100 S.F. of kitchen and storage area
Dining establishment: fast food restaurant	1/ 75 S.F. of seating area , plus 1/ 100 S.F. of kitchen and storage area
Farm implement, industrial equipment, and truck sales and service	1/ 1,000 S.F. plus 50% of required for outside sales lot
Fraternity or sorority house, dorm	1 / bedroom plus 1/ 4 bedrooms for visitors
Funeral home	1/ 100 S.F. or 1/ 4 fixed seats in largest parlor, whichever is greater
Furniture, large appliances, spas, building materials, garden supplies sales, retail greenhouse	1/ 500 S.F. for area less than 20,000 S.F. plus 1/ 1,000 S.F. for area over 20,000 S.F.
Golf course	4/ green plus 1/ 200 S.F. of clubhouse
Grocery, food, and beverage sales	1/ 200 S.F. plus 1 oversize space/ 30,000 S.F.
Golf, miniature course	2/ hole plus 1
Golf, driving range	2/ tee plus 1
Hospital	1/ 2 beds plus 1/ employee
Kennel	1/ 10 kennels plus 1/ employee
Library	1/ 500 S.F. plus 1/ employee
Manufactured home park	2/ home plus as required for office building
Manufacturing, fabricating, processing or printing plants	1/ 800 S.F.
Motor vehicle fuel station	1 plus as required for convenience store if applicable
Motor vehicle sales	1/ 500 S.F. plus as required for outside sales lot
Motor vehicle repair	<u>3</u> 1/ service stall plus <u>1</u> 2
Motor vehicle garage (commercial)	1/ stall plus 1
Motel or hotel	2 plus 1/ room plus 1 oversize space/ 30 rooms
Nursing or rest home, memory care	1/ 6 beds plus 1/ employee
Office: business (data processing center, call center, radio and TV station, etc.)	1/ 200 S.F.
Office: professional (insurance, accountant, travel agent, etc.), public (city, county) or industrial/contractor	1/ 300 S.F.
Outside sales lot	1/ 5,000 S.F. for area less than 20,000 S.F. plus 1/ 10,000 S.F. for area over 20,000 S.F.
Park	4/ acre plus 2/ playground plus 5/ shelter plus 20/sports field
Recreation: fitness club, gymnasium, and martial arts studio, without fixed seating	1/ 200 S.F.

Residential facility, group home	0.5/ bedroom plus 2
Retail store: general, department, hardware, discount, drug; shopping center; pawn shop; wireless store	1/ 200 S.F. for area less than 2,000 S.F. plus 1/ 300 SF for area over 2,000 S.F. but less than 100,000 S.F. plus 1/ 1,000 S.F. for area over 100,000 S.F.
Retail store: specialized, boutique	1 plus 1/ 500 S.F.
Service establishment: laundry, repair, dry-cleaning, rental, phot studio, etc.	1/ 500 S.F. plus 1
Service establishment (labor intensive): glazing shop, take out only restaurant, bridal shop, etc.	1/ 500 S.F. plus 3
School: Elementary or junior high, private or public	1.5/ classroom or 1/ 20 students or 1/ 4 seats in the largest auditorium, whichever is greater
School: Senior high, public or private	10/ classroom or 1/ 3 students or 1/ 4 seats in the largest auditorium or gymnasium, whichever is greater
School: post-secondary, professional or business (educational buildings)	15/ classroom
Short-term rental	1/ bedroom minus 1, but not fewer than 2
Skating rink	25
Swimming pool	1/ 200 S.F. of lap pool area plus 1/ 500 S.F. of kids pool area plus 1/ employee
Terminal, passenger-bus, train, airline	1/ 200 S.F.
Veterinary clinic	1/ 500 S.F.
Rental storage units	1/ 4 units plus 1 plus as required for office if applicable
Wholesale sales and warehouse	1/ 2,000 S.F.

Table footnotes:

- (a) Continuous benches and pews shall be assumed to allow one person per 22 inches of length.
- (b) Rental storage units parking spaces located in front of storage units do not require painted line identification and independent access.
- (c) When parking requirements are determined by employee counts, such calculation shall be based on the maximum number of employees on the premises at any one time; when parking requirements are determined by student or participant count, such calculations shall be based on the maximum design or licensed capacity.
- (d) Parking spaces for all outside sales lots and other outside uses shall be calculated separately based on this table in addition to building parking requirements.
- (e) The number of required parking spaces for parks, sports fields, churches, and stadiums may be reduced by 20 percent if gravel or grassy overflow space, adequate to compensate for reduced parking, is provided and all landscaping section requirements are met without considering overflow space.
- (f) In all industrial zoning districts, the city may allow a reduction in the number of required parking spaces for industrial uses when the owner can demonstrate, in documented form, a required need less than prescribed by the ordinance . The city may require the additional land

necessary to meet the required parking standard to be placed in reserve for parking development should the use change or parking provided be determined inadequate. If at any time the city determines parking to be inadequate, the city may require construction of any or all of the additional parking held in reserve.

- (g) Buildings or building areas where an accessory storage constitutes more than 30 percent of the use area shall be considered mixed uses and parking calculations shall be based on mixed use requirements.
- (h) Buildings where an auxiliary use serving the main use constitutes more than 20 percent of building human occupancy or building area and people not using the rest of the facility are allowed to be present shall be considered mixed use buildings and parking calculations shall be based on mixed use requirements except only 90 percent of parking spaces required for auxiliary uses shall be provided.
- (i) If calculated number of parking spaces is less than five, an accessible space shall be provided in addition to those spaces.

(Ord. No. 686, § 1, 6-10-2014)



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, April 11, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 03/31/2023 - 04/11/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6734	ABM EQUIPMENT & SUPPLY, LLC	03/31/2023	EFT	0.00	700.07	12572
6128	ACTION COMPANY LLC	03/31/2023	EFT	0.00	3,017.00	12573
6128	ACTION COMPANY LLC	04/07/2023	EFT	0.00	37.50	12626
6631	AED PROFESSIONALS	04/07/2023	EFT	0.00	380.00	12627
6412	AG PLUS COOPERATIVE	03/31/2023	EFT	0.00	2,677.50	12574
0578	AMAZON CAPITAL SERVICES	03/31/2023	EFT	0.00	834.13	12575
0578	AMAZON CAPITAL SERVICES	04/07/2023	EFT	0.00	844.18	12628
3761	AMERICAN BOTTLING CO.	03/31/2023	Regular	0.00	115.78	122630
0581	AMERICAN ENGINEERING TESTING, INC	03/31/2023	EFT	0.00	2,000.00	12576
5837	ANDERSON, JASON	04/07/2023	EFT	0.00	80.00	12629
0630	ARCTIC GLACIER	03/31/2023	Regular	0.00	418.40	122631
0629	ARNOLD MOTOR SUPPLY	03/31/2023	EFT	0.00	37.23	12577
5327	BAUMANN, ADAM	04/07/2023	EFT	0.00	30.00	12630
1126	BDG INC.	03/31/2023	EFT	0.00	407.85	12578
0688	BELLBOY CORPORATION	03/31/2023	EFT	0.00	5,356.99	12579
0689	BEND RITE CUSTOM FABRICATION, INC.	03/31/2023	Regular	0.00	34.73	122632
0689	BEND RITE CUSTOM FABRICATION, INC.	04/07/2023	Regular	0.00	13.59	122662
0699	BEVERAGE WHOLESALERS, INC.	03/31/2023	Regular	0.00	19,310.45	122633
0699	BEVERAGE WHOLESALERS, INC.	04/07/2023	Regular	0.00	24,278.47	122663
6879	BLUE FIRE TRAINING LLC	04/07/2023	Regular	0.00	2,250.00	122664
4628	BNSF	04/07/2023	Regular	0.00	2,566.38	122665
0724	BOLTON & MENK INC	04/07/2023	EFT	0.00	23,650.65	12631
0018	BORDER STATES INDUSTRIES, INC.	03/31/2023	EFT	0.00	857.39	12580
0018	BORDER STATES INDUSTRIES, INC.	04/07/2023	EFT	0.00	4.07	12632
3829	BRAU BROTHERS	04/07/2023	EFT	0.00	384.00	12633
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	03/31/2023	Regular	0.00	6,379.15	122635
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	04/07/2023	Regular	0.00	9,566.29	122666
3568	BRUNSVOLD, QUENTIN	04/07/2023	EFT	0.00	30.00	12634
0378	BUYSE, JASON	04/07/2023	EFT	0.00	30.00	12635
0380	CALLENS, DAVID	04/07/2023	EFT	0.00	30.00	12636
6791	CAPITAL ONE	03/31/2023	Regular	0.00	401.58	122637
6791	CAPITAL ONE	04/07/2023	Regular	0.00	144.23	122668
0799	CARLOS CREEK WINERY, INC	04/07/2023	Regular	0.00	435.00	122669
0815	CATTOOR OIL COMPANY, INC	03/31/2023	EFT	0.00	2,522.16	12581
0818	CAUWELS, ROGER	04/07/2023	EFT	0.00	30.00	12637
7237	CIFUENTES, MARIA	03/31/2023	Regular	0.00	100.00	122638
5733	CLARITY TELECOM, LLC	03/31/2023	EFT	0.00	145.00	12582
0831	COALITION OF GREATER MN CITIES	03/31/2023	Regular	0.00	340.00	122639
0384	COUDRON, DEAN	04/07/2023	EFT	0.00	30.00	12638
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	04/07/2023	Regular	0.00	86.00	122670
0934	D & G EXCAVATING INC	03/31/2023	EFT	0.00	450.00	12583
3819	DACOTAH PAPER CO	04/07/2023	EFT	0.00	588.99	12639
7102	DAHLHEIMER BEVERAGE	04/07/2023	EFT	0.00	364.60	12640
0950	DAKTRONICS INC	03/31/2023	Regular	0.00	3,180.00	122640
6472	DEUTZ, LAUREN	04/07/2023	EFT	0.00	80.00	12641
5731	DOLL DISTRIBUTING LLC	03/31/2023	EFT	0.00	16,317.88	12584
5731	DOLL DISTRIBUTING LLC	04/07/2023	EFT	0.00	13,329.29	12642
1020	DUIINCK, INC.	03/31/2023	EFT	0.00	161,319.20	12585
1037	ECOWATER SYSTEMS	04/07/2023	EFT	0.00	100.00	12643
6700	EYEMED VISION CARE	03/31/2023	Regular	0.00	581.48	122641
1090	FASTENAL COMPANY	03/31/2023	EFT	0.00	103.08	12586
1090	FASTENAL COMPANY	04/07/2023	EFT	0.00	791.36	12644
6770	GALLAGHER BENEFIT SERVICES, INC	03/31/2023	EFT	0.00	500.00	12587
1158	GALLS INC	03/31/2023	EFT	0.00	325.57	12588

Council Check Report

Date Range: 03/31/2023 - 04/11/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7239	GAU, DAVID	04/07/2023	Regular	0.00	500.00	122671
6478	GOPHER STATE ONE CALL	03/31/2023	EFT	0.00	16.20	12589
6478	GOPHER STATE ONE CALL	04/07/2023	EFT	0.00	25.65	12645
1201	GRAINGER INC	04/07/2023	EFT	0.00	317.20	12646
3760	GROWMARK INC.	04/07/2023	EFT	0.00	712.25	12647
1256	HAWKINS INC	03/31/2023	EFT	0.00	13,251.72	12590
1256	HAWKINS INC	04/07/2023	EFT	0.00	13,180.65	12648
1267	HEIMAN INC.	04/07/2023	EFT	0.00	1,320.00	12649
7234	HEMISH, TREVOR	03/31/2023	Regular	0.00	700.00	122645
5515	HOFFMANN, RYAN	04/07/2023	EFT	0.00	30.00	12650
1311	HYVEE FOOD STORES INC	03/31/2023	Regular	0.00	21.96	122646
1325	ICMA RETIREMENT TRUST #300877	03/31/2023	EFT	0.00	50.00	12591
1358	INTERNAL REVENUE SERVICE	03/31/2023	Bank Draft	0.00	29,294.60	DFT0002802
1358	INTERNAL REVENUE SERVICE	03/31/2023	Bank Draft	0.00	25,558.53	DFT0002803
1358	INTERNAL REVENUE SERVICE	03/31/2023	Bank Draft	0.00	8,930.66	DFT0002804
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/31/2023	EFT	0.00	8,478.96	12594
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/07/2023	EFT	0.00	41,008.69	12651
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/31/2023	EFT	0.00	8,547.49	12593
2036	JOHNSON BROTHERS LIQUOR COMPANY	04/07/2023	EFT	0.00	14,967.80	12653
2605	JOHNSON BROTHERS LIQUOR COMPANY	04/07/2023	EFT	0.00	698.34	12652
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/31/2023	EFT	0.00	598.50	12592
5447	JOHNSON BROTHERS LIQUOR COMPANY	04/07/2023	EFT	0.00	1,903.15	12654
1412	JWC ENVIRONMENTAL	03/31/2023	Regular	0.00	8,562.85	122647
1417	KENNEDY & GRAVEN, CHARTERED	03/31/2023	EFT	0.00	5,956.75	12595
1417	KENNEDY & GRAVEN, CHARTERED	04/07/2023	EFT	0.00	5,450.00	12655
3564	KESTELOOT ENTERPRISES, INC	03/31/2023	EFT	0.00	245.46	12596
3564	KESTELOOT ENTERPRISES, INC	04/07/2023	EFT	0.00	557.33	12656
5095	KIBBLE EQUIPMENT LLC	03/31/2023	EFT	0.00	408.11	12597
5095	KIBBLE EQUIPMENT LLC	04/07/2023	EFT	0.00	7,000.00	12657
6944	KIRI ANN FAUL	03/31/2023	EFT	0.00	650.00	12598
0450	KOPITSKI, JASON	04/07/2023	EFT	0.00	30.00	12658
5377	KRUK, CHRISTOPHER	04/07/2023	EFT	0.00	30.00	12659
5138	L & A SYSTEMS, LLC	04/07/2023	EFT	0.00	6,247.83	12660
7142	LARSON, DEANNA	04/07/2023	Regular	0.00	180.00	122672
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	03/31/2023	Regular	0.00	820.00	122648
1481	LEAGUE OF MINNESOTA CITIES	04/07/2023	Regular	0.00	820.00	122673
6183	LEE, JERRED	04/07/2023	EFT	0.00	30.00	12661
1508	LOCKWOOD MOTORS INC	04/07/2023	EFT	0.00	5.58	12662
6759	LORENZ MANUFACTURING CO	03/31/2023	Regular	0.00	233.50	122649
6759	LORENZ MANUFACTURING CO	04/07/2023	Regular	0.00	249.55	122674
6323	LUTHER, ERIC	04/07/2023	EFT	0.00	30.00	12663
3816	LUTHERAN SOCIAL SERVICES	04/07/2023	Regular	0.00	19.60	122675
1531	LYON COUNTY AUDITOR-TREASURER	04/07/2023	EFT	0.00	37,569.64	12664
1546	LYON COUNTY HISTORICAL SOCIETY	04/07/2023	Regular	0.00	6,739.73	122676
1565	MACQUEEN EQUIPMENT INC.	04/07/2023	EFT	0.00	2,561.69	12665
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/31/2023	EFT	0.00	200.00	12599
1604	MARSHALL AREA CHAMBER OF COMMERCE	04/07/2023	EFT	0.00	225.00	12666
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/31/2023	EFT	0.00	18,737.81	12600
1616	MARSHALL CONVENTION & VISITORS BUREAU	04/07/2023	EFT	0.00	7,000.00	12667
1623	MARSHALL INDEPENDENT, INC	03/31/2023	Regular	0.00	4,011.30	122650
5813	MARSHALL LUMBER CO	03/31/2023	EFT	0.00	29.94	12601
5813	MARSHALL LUMBER CO	04/07/2023	EFT	0.00	355.97	12668
1633	MARSHALL MUNICIPAL UTILITIES	03/31/2023	EFT	0.00	2,727.20	12602
1633	MARSHALL MUNICIPAL UTILITIES	04/07/2023	EFT	0.00	78,211.77	12669
1637	MARSHALL PUBLIC SCHOOLS	03/31/2023	EFT	0.00	1,660.00	12603
3545	MARSHALL RADIO	04/07/2023	EFT	0.00	2,150.00	12672
0460	MARSHALL, JAMES	04/07/2023	EFT	0.00	80.00	12673
5139	MATHESON TRI-GAS INC	03/31/2023	Regular	0.00	161.08	122653
5139	MATHESON TRI-GAS INC	04/07/2023	Regular	0.00	551.96	122677
7077	MEDSURETY, LLC	03/31/2023	Bank Draft	0.00	10,276.67	DFT0002797
7077	MEDSURETY, LLC	03/31/2023	Bank Draft	0.00	808.00	DFT0002806

Council Check Report

Date Range: 03/31/2023 - 04/11/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1695	MEIER ELECTRIC INC OF MARSHALL	03/31/2023	EFT	0.00	150.00	12604
6025	MELLENTHIN, CODY	04/07/2023	EFT	0.00	30.00	12674
4980	MENARDS INC	03/31/2023	EFT	0.00	364.63	12605
4980	MENARDS INC	04/07/2023	EFT	0.00	282.87	12675
3971	MEULEBROECK, ANDY	04/07/2023	EFT	0.00	30.00	12676
6276	MIDSTATES EQUIPMENT & SUPPLY	04/07/2023	EFT	0.00	14,834.43	12677
6388	MIDWEST ALARM CO.,INC	04/07/2023	Regular	0.00	600.00	122678
1818	MINNESOTA DEPARTMENT OF REVENUE	03/31/2023	Bank Draft	0.00	398.43	DFT0002801
1818	MINNESOTA DEPARTMENT OF REVENUE	03/31/2023	Bank Draft	0.00	12,378.84	DFT0002805
3669	MINNESOTA STATE RETIREMENT SYSTEM	03/31/2023	Bank Draft	0.00	9,644.30	DFT0002799
1757	MN CHILD SUPPORT PAYMENT CENTER	03/31/2023	Bank Draft	0.00	386.70	DFT0002795
1757	MN CHILD SUPPORT PAYMENT CENTER	03/31/2023	Bank Draft	0.00	546.74	DFT0002796
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	04/07/2023	Regular	0.00	242.00	122679
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	04/07/2023	Regular	0.00	100.00	122681
1774	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SE	04/07/2023	Regular	0.00	100.00	122682
6304	MN MANAGEMENT & BUDGET	03/31/2023	Regular	0.00	228.25	122654
1807	MN MUNICIPAL BEVERAGE ASSOCIATION	04/07/2023	Regular	0.00	759.00	122683
6955	MOBERG, E.J.	04/07/2023	EFT	0.00	80.00	12678
1864	MONTES ELECTRIC INC	04/07/2023	Regular	0.00	318.75	122684
7244	MONTEVIDEO AREA MEMORY LOSS NETWORK	04/07/2023	Regular	0.00	25.00	122685
2512	NATIONWIDE RETIREMENT	03/31/2023	Bank Draft	0.00	150.00	DFT0002792
7235	NIELSEN, SAMANTHA	03/31/2023	EFT	0.00	99.00	12606
1945	NORM'S GTC	03/31/2023	Regular	0.00	155.40	122655
1945	NORM'S GTC	04/07/2023	Regular	0.00	664.91	122686
1986	NORTH CENTRAL INTERNATIONAL, INC	03/31/2023	EFT	0.00	173.42	12607
5891	ONE OFFICE SOLUTION	03/31/2023	EFT	0.00	38.32	12608
5891	ONE OFFICE SOLUTION	04/07/2023	EFT	0.00	173.18	12679
1243	PATZERS INC	03/31/2023	EFT	0.00	40.97	12609
1243	PATZERS INC	04/07/2023	EFT	0.00	125.86	12680
2019	PAUSTIS WINE COMPANY	03/31/2023	EFT	0.00	4,938.83	12610
2019	PAUSTIS WINE COMPANY	04/07/2023	EFT	0.00	4,764.00	12681
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	04/07/2023	EFT	0.00	27.00	12682
2028	PERA OF MINNESOTA REG	03/31/2023	Bank Draft	0.00	56,374.43	DFT0002798
4007	PETE'S ELECTRIC MOTOR REPAIR	03/31/2023	EFT	0.00	1,097.36	12611
2037	PHOTOWORKS	03/31/2023	Regular	0.00	36.95	122656
5606	PRE-PAID LEGAL SERVICES, INC.	03/31/2023	Regular	0.00	309.00	122657
0477	PRZYBILLA, SCOTT	04/07/2023	EFT	0.00	30.00	12683
6166	PULVER MOTOR SVC, LLC	03/31/2023	EFT	0.00	80.00	12612
2096	QUARNSTROM & DOERING, PA	04/07/2023	EFT	0.00	8,184.71	12684
5965	R&R SPECIALTIES INC	04/07/2023	EFT	0.00	109.30	12685
4826	RIEKE, BENJAMIN	04/07/2023	EFT	0.00	30.00	12686
0707	ROADSIDE DEVELOPERS INC	04/07/2023	Regular	0.00	306.15	122687
2186	ROGGE EXCAVATING	03/31/2023	EFT	0.00	1,725.00	12613
0481	ROKEH, JASON	04/07/2023	EFT	0.00	30.00	12687
2195	ROYAL TIRE INC	04/07/2023	Regular	0.00	631.99	122688
2201	RUNNING SUPPLY, INC	03/31/2023	EFT	0.00	29.83	12614
2201	RUNNING SUPPLY, INC	04/07/2023	EFT	0.00	227.93	12688
5556	SANDGREN, KAYLYNN	04/07/2023	EFT	0.00	30.00	12689
6502	SATOR SPORTS, INC.	04/07/2023	Regular	0.00	9,467.28	122689
6251	SHRED RIGHT	03/31/2023	EFT	0.00	40.00	12615
6963	SLEEPY EYE BREWING COMPANY LLC	04/07/2023	Regular	0.00	166.80	122690
3495	SMSU	04/07/2023	EFT	0.00	50.00	12690
7238	SODUS TOWNSHIP	03/31/2023	Regular	0.00	3,047.59	122659
4855	SOUTHERN GLAZER'S	03/31/2023	EFT	0.00	14,852.16	12616
4855	SOUTHERN GLAZER'S	04/07/2023	EFT	0.00	9,870.45	12691
2311	SOUTHWEST GLASS CENTER, INC	04/07/2023	EFT	0.00	16.46	12692
2318	SOUTHWEST SANITATION INC.	04/07/2023	EFT	0.00	2,867.15	12693
5922	SRF CONSULTING GROUP, INC.	03/31/2023	EFT	0.00	2,192.94	12617
0491	ST AUBIN, GREGORY	04/07/2023	EFT	0.00	30.00	12694
3808	STELTER, GEOFFREY	04/07/2023	EFT	0.00	30.00	12695
4134	STENSRUD, PRESTON	04/07/2023	EFT	0.00	30.00	12696

Council Check Report

Date Range: 03/31/2023 - 04/11/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0495	SWANSON, GREGG	04/07/2023	EFT	0.00	30.00	12697
6277	TALKING WATERS BREWING CO, LLC	03/31/2023	EFT	0.00	750.00	12618
6588	TARGET SOLUTIONS LLC	04/07/2023	Regular	0.00	1,296.90	122691
4734	TESSMAN COMPANY	04/07/2023	EFT	0.00	5,018.00	12698
0875	THE COMPUTER MAN INC	03/31/2023	EFT	0.00	3,820.00	12619
4338	THERMAL PROCESSING SYSTEMS, INC	04/07/2023	EFT	0.00	4,120.01	12699
6709	THERMO KING OF SIOUX FALLS INC	03/31/2023	EFT	0.00	489.50	12620
2428	TITAN MACHINERY	04/07/2023	EFT	0.00	45.00	12700
2429	TKDA	03/31/2023	EFT	0.00	97,999.80	12621
6156	TRUE BRANDS	03/31/2023	EFT	0.00	388.75	12622
3342	TRUEDSON, SCOTT	04/07/2023	EFT	0.00	30.00	12701
0853	ULTIMATE SAFETY CONCEPTS, INC.	04/07/2023	EFT	0.00	326.63	12702
3443	VALIC DEFERRED COMP	03/31/2023	Bank Draft	0.00	941.61	DFT0002793
3443	VALIC DEFERRED COMP	03/31/2023	Bank Draft	0.00	1,176.92	DFT0002794
0512	VANLEEUEWE, SARA J.	04/07/2023	EFT	0.00	70.00	12703
2538	VIKING COCA COLA BOTTLING CO.	03/31/2023	EFT	0.00	283.90	12623
2538	VIKING COCA COLA BOTTLING CO.	04/07/2023	EFT	0.00	338.80	12704
4594	VINOCOPIA INC	04/07/2023	EFT	0.00	3,868.94	12705
6085	VOYA - INVESTORS CHOICE	03/31/2023	Bank Draft	0.00	2,163.43	DFT0002800
7236	WAUSAU EQUIPMENT COMPANY LLC	03/31/2023	Regular	0.00	1,004.90	122660
5288	WEST CENTRAL COMMUNICATIONS, INC	03/31/2023	EFT	0.00	311.01	12624
6851	WHITE, RYAN ROBERT	03/31/2023	Regular	0.00	7,824.75	122661
2632	ZIEGLER INC	03/31/2023	EFT	0.00	214.50	12625
2632	ZIEGLER INC	04/07/2023	EFT	0.00	3,729.92	12706

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	52	0.00	121,058.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	159,029.86
EFT's	236	133	0.00	711,182.93
	335	200	0.00	991,271.47

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	52	0.00	121,058.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	15	15	0.00	159,029.86
EFT's	236	133	0.00	711,182.93
	335	200	0.00	991,271.47

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2023	606,218.07
999	POOLED CASH FUND	4/2023	385,053.40
			991,271.47

**CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS**

4/11/2023

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMNTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	3,039,722.04	2,661,221.96	66,794.00		11,822.00	-	100.00%
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction Duininck, Inc	1,142,009.72	27,473.66	1,169,483.38			1,068,756.45	42,723.29	11,227.07	46,776.57	96.00%
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements Duininck, Inc	480,250.35	15,028.32	495,278.67			376,682.76	118,595.81	-	0.10	100.00%
ST-002	495-43300-55170	3/14/2023	Bituminous Overlay on Various City Streets Duininck, Inc	793,285.10		793,285.10						793,285.10	0.00%
ST-008	401-43300-55170	3/14/2023	Channel Parkway Pavement Replacement Duininck, Inc	1,374,151.96		1,374,151.96						1,374,151.96	0.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction R & G Construction Co.	3,845,497.31		3,845,497.31						3,845,497.31	0.00%
SWM-002	630-49600-55170	3/14/2023	Legion Field Road Stormwater Study: Phase 2										
				<u>12,665,394.44</u>	<u>791,861.98</u>	<u>13,457,256.42</u>	<u>3,039,722.04</u>	<u>2,661,221.96</u>		<u>161,319.10</u>	<u>23,049.07</u>	<u>6,059,711.04</u>	

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, April 11, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Real Property Acquisition – Relocation of Aquatic Center
Background Information:	<p>City of Marshall Staff has been negotiating with Schwan’s Shared Services, LLC, for the acquisition of real property regarding the relocation of the Aquatic Center. Attached for review and consideration is a proposed real property Purchase Agreement to be entered into between the City of Marshall as Purchaser and Schwan’s Shared Services, LLC, as Seller. Minnesota Law requires that a binding agreement between Buyer and Seller must be in writing to be enforced. Highlights of the proposed Purchase Agreement are as follows:</p> <ol style="list-style-type: none"> 1. Land to be Purchased. Lots 1, 2 and a portion of Lot 3 (To be described by survey) Block 3, Schwan’s Corp 1 Addition to the City of Marshall, Lyon County, Minnesota. The property to be acquired is approximately 5 acres and is located at the intersection of Saratoga Street and West College Drive. Property is presently used as parking lot and green space. 2. The purchase price of \$468,000.00, to be paid at closing. There is no earnest money required as part of this agreement. <p>The property to be purchased is adjacent to an additional private parking lot also owned by Schwan’s Shared Services, LLC. The Purchase Agreement does anticipate that the City and Schwan’s would enter into a long-term lease agreement wherein the private parking lot could be used for public parking purposes for those visiting and using the aquatic center.</p> <ol style="list-style-type: none"> 3. Contingencies. The closing on the purchase of property is contingent upon the following items: <ol style="list-style-type: none"> a. The City does have adequate funds for the purchase of property. However, funding source is to be obtained for the funds necessary for the construction of the new aquatic center. Funding for that project is proposed as an extension of the existing local sales tax option. Legislative approval must be obtained authorizing the City to proceed with the extension of the local sales tax option. That legislative approval then would require that the citizens of the City of Marshall approve the extension of the local sales tax option. b. The City Council for the City of Marshall must approve this Purchase Agreement. If any one of those options fails, then the City of Marshall is not obligated to purchase the property. <p>The Purchase Agreement contains a number of typical boilerplate paragraphs regarding the obligation to provide clear title, a list of closing documents and other usual and typical provisions for the acquisition of real property.</p> <p>Closing date is proposed to be on or before December 15, 2023. This time frame should allow for the contingencies for sale to be completed so as to authorize a timely closing.</p>

Fiscal Impact:	\$468,000.00. Long term contingency involves an approval of a funding source to pay for the aquatic center facility to be constructed on site.
Alternative/ Variations:	No alternative action recommended.
Recommendations:	That the Council approve the proposed Purchase Agreement to acquire property for the relocation of the Marshall Aquatic Center.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of _____, 2023("Effective Date") by and between the **CITY OF MARSHALL, MINNESOTA**, a municipal corporation under the laws of the State of Minnesota ("Buyer") and **SCHWAN'S SHARED SERVICES, LLC**, a limited liability company under the laws of the State of Delaware, or its assigns ("Seller").

RECITALS

WHEREAS, the Seller owns real property as described herein:

Parcel #1:

Lot One (1), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota,

Parcel #2:

Lot Two (2), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota,

Parcel #3:

A portion of Lot Three (3), Block Three (3), SCHWAN'S CORP 1 ADDITION to the City of Marshall, Lyon County, Minnesota, as depicted on the Attached Exhibit A.

(Final Legal Description to be Provided by Surveyor as obtained by Seller.)

WHEREAS, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Real Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, for themselves, their successors and assigns as follows:

1. **SALE OF PROPERTY.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, fee title in the Real Property, together with all gaps, easements, rights benefiting or appurtenant to the Real Property, title or interest in any public streets or other public right of way vacated or unvacated, and Seller's interest in any transferable permits, licenses, or other approvals issued in connection with the Real Property, including rights arising out of any applicable Master Plan or Development Agreement (that includes the Real Property) or otherwise (collectively referred to as "Property").

2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The total purchase price ("Purchase Price") to be paid by Buyer for the Property will be Four Hundred Sixty-Eight Thousand and no/100 (\$468,000.00) Dollars and other good and valuable consideration and is payable on closing date. This purchase agreement is subject to and contingent upon the Minnesota State Legislature authorizing the City of Marshall to proceed with process to collect a local sales tax option to be used as a source of funding for the purchase price herein. Said purchase is further subject to the local citizens of the City of Marshall approving the local sales tax option to fund the purchase of the property. Failure of the State Legislature to authorize the local sales tax option and failure of the local citizens of the City of Marshall to approve the local sales tax prior to

December 15, 2023 shall void this purchase agreement and this real estate purchase agreement shall therefore be deemed to be null and void.

Parking Lot Use. Seller hereby grants Buyer the license to use the parking lot area more specifically depicted in Exhibit C hereof (for the avoidance of doubt, said parking lot is not included in the Property and therefore is not being sold to Buyer), in accordance with the rights and obligations set forth in Exhibit B hereof. Finally, the Purchase Agreement is subject to and contingent upon approval by the Marshall City Council.

3. DEED/MARKETABLE TITLE.

Upon performance by Buyer and satisfaction of all contingencies, the Seller shall execute and deliver a Warranty Deed conveying marketable title, subject to:

- (A) Building and zoning laws, ordinances, state and federal regulations;
- (B) Restrictions relating to use or improvement of the property without effective forfeiture provisions;
- (C) Reservation of any mineral rights by the State of Minnesota;
- (D) Utility and drainage easements which do not interfere with existing improvements;
- (E) Exceptions to title which constitute encumbrances, restrictions or easements which have been disclosed to Buyer and accepted by Buyer in this Purchase Agreement; (MUST BE SPECIFIED IN WRITING).

4. REPRESENTATIONS AND WARRANTIES BY SELLER. Seller represents and warrants to Buyer as follows:

A. Authority. The terms of this Agreement have been properly approved by the Seller, including, without limitation, as evidenced by the adoption of any requisite business operating resolutions, and the parties executing this Agreement on behalf of the seller have been duly authorized to execute this Agreement and to bind the Seller to the terms hereof. All documents executed by Seller which are to be delivered at the Closing are duly authorized, executed, and delivered by the Seller, are legal, valid, and binding obligations of Seller, are sufficient to convey title and do not violate any provisions of any agreement to which Seller is a party or to which it is subject.

B. Title to Real Property. Seller owns fee title to the Real Property, free and clear of all encumbrances and there are no leases or other agreements granting third parties any right to possess or purchase any portion of the Real Property being sold.

C. Utilities. The Real Property is to be adequately served by water, storm sewer and sanitary sewer and Seller has received no notice of actual or threatened reduction or curtailment of any utility service now supplied to the Real Property.

D. "As Is" Sale. The Real Property to be purchased herein is currently vacant. The Real Property has been accessible to the general public. The Buyer acquires said Real Property "As Is" and "Where Is". The Seller acknowledges that there has been no inspection for any hazardous materials. Seller is not aware of any activity that has been undertaken on the Real Property that would cause or contribute to (i) the Real Property becoming a treatment, storage or disposal facility within the meaning of and in violation of the Resource Conservation and Recovery Act of 1976, ("RCRA"), 42 U.S.C. § 6901 et seq., or any similar state law or local ordinance, (ii) a release or threatened release of Hazardous Substances from the Real Property within the ambit of CERCLA or any similar state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air

of any emissions, that would require a permit under the Federal Water Act, 33 U.S.C. § 1251 et seq., or the Clean Air Act, 42 U.S.C. §7401, et seq., or any similar state law or local ordinance.

E. **Rights of Others to the Real Property.** Seller has not entered into any other contracts for the sale of the Real Property, nor are there any rights of first refusal or options to purchase the Real Property or any other rights of others that might prevent the consummation of this Agreement. As of the date of this Agreement and the Closing Date, there are no agreements or understandings between Seller and any other parties which materially affect the operation or financing of the Real Property as currently operated by Seller that have not been disclosed to Buyer pursuant to this Agreement.

F. **Seller's Defaults.** Seller is not in default concerning any of its obligations or liabilities regarding the Real Property.

G. **FIRPTA.** Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

H. **Proceedings.** There is no action, litigation, investigation, condemnation, or proceeding of any kind pending or to the best knowledge of Seller, threatened against any portion of the Real Property.

I. **Insurance.** As of the date of this Agreement and the Closing Date, Seller has received no notice or complaint from any insurance underwriter relating to the condition of or operations of the Real Property.

J. **Well Disclosure/Storage Tanks.** There are no wells, monitoring wells or storage tanks on the Real Property within the meaning of Minnesota Statutes Chapter 103I. This warranty is given pursuant to Minnesota Statutes Chapter 103I.

K. **Special Assessments.** There are levied special assessments in connection with the Real Property.

L. **Documents.** Seller has or will promptly provide Buyer accurate and complete copies of all of the Documents (as that term is defined herein) in Seller's possession regarding the Real Property.

M. **Methamphetamine Disclosure.** To Seller's knowledge, no methamphetamine production has occurred on the Property.

N. **Airport Zoning.** A copy of any airport zoning regulations affecting the Property can be reviewed or obtained at the office of the county recorder in and for the county in which the Property is located.

The Seller's representations and warranties survive Closing. Furthermore, Seller will defend, indemnify and hold Buyer harmless from any claims arising out of Seller's breach of the representations and warranties.

5. **CONDITIONS PRECEDENT.**

A. Unless otherwise set forth herein, the obligations of Buyer under this Agreement are expressly contingent upon the satisfaction of each of the following conditions in Buyer's sole discretion ("Buyer's Conditions").

(i) **Access.** Seller will allow Buyer, and Buyer's agents, access to the Real Property without charge and at all reasonable times for the purpose of Buyer's inspection of the Real Property. Buyer will pay all costs and expenses of such investigation and testing and will hold Seller and the Real Property harmless from all costs and liabilities relating to Buyer's activities, except arising out of any existing environmental conditions. Buyer will further repair and restore any damage to the Real Property caused by or occurring during Buyer's testing and return the Real Property to substantially the same condition as existed prior to Buyer's entry. Seller will fully cooperate with Buyer to enable Buyer to satisfy the Buyer's Conditions.

(ii) **Due Diligence.** Buyer may perform, at its sole cost and expense, examinations and inspections relative to the economic and physical feasibility of the Real Property as Buyer determines in its sole and absolute discretion, including, without limitation, engineering studies, wetland delineation, market analysis, financial feasibility analysis including the availability of financing, and environmental assessments of the Real Property ("Tests"). Buyer shall promptly commence and diligently proceed with its Tests. Seller agrees promptly to provide Buyer with all readily available property information to assist in the conduct of Buyer's due diligence, including without limitation the Documents (as that term is defined herein). Buyer and its duly authorized agents will, pursuant to Section 4(i), have the right during the period from the Effective Date until the Closing Date, to enter in and upon the Real Property to complete its due diligence, including without limitations, completing the Tests. If such Tests reveal any condition or circumstances which Buyer finds objectionable for any reason, in Buyer's sole and absolute discretion, Buyer has the right and option to terminate this Agreement by written notice delivered to Seller on or before the Condition Date as set forth herein, and this Agreement will be of no further force or effect.

Upon failure of any one or more of the Buyer's Conditions on or before the Condition Date, Buyer may, at its sole and absolute discretion, by written notice to Seller given on or before 5:00 Minnesota time on the Condition Date, terminate this Agreement and neither Buyer nor Seller will have any further right, privilege, duty or obligation under this Agreement, (unless exclusively set forth herein). Failure of Buyer to give Seller notice of its election to terminate this Agreement prior to the Condition Date constitutes waiver by Buyer of the Buyer's Conditions. Buyer has the unilateral right to waive any Buyer's Condition by written notice to Seller.

B. The following conditions are conditions precedent to Buyer's obligations to Close on the purchase of the Real Property:

(i) **Representations and Warranties by Seller.** The representations and warranties of Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date.

(ii) **Title.** Buyer must be able to verify property title (as that term is defined herein) in accordance with the requirements and terms of Section 7.C. below.

(iii) **Performance of Seller's Obligations.** Seller has performed all of the obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.

(iv) **Approvals (and the lapsing of any rights of appeal).** The City's adoption of resolutions granting the Approvals, in form acceptable to both parties.

(v) **Closing Documents.** Delivery of all Seller's documents, pursuant to Section 8.A.

(vi) **Conditions.** There exists no material change in the environmental or physical condition of the Real Property between the Condition Date and the Closing.

In the event that the conditions set forth in this paragraph 5.B are not satisfied, Buyer may elect to terminate this Agreement or waive satisfaction of any of Buyer's Conditions and close by giving written notice to Seller.

C. **Local Sales Tax Approval.** As an additional condition precedent, the City of Marshall must obtain legislative approval from the State of Minnesota regarding the local sales tax option to be approved so as to allow the City of Marshall a funding source to pay for the land acquisition as set forth herein. Failure to obtain State Legislative approval for local sales tax prior to December 15, 2023 and failure of the local voters to approve local sales tax option shall cause this agreement to be null and void, and there shall be no further obligation on behalf of Buyer to purchase the property and no further obligation on behalf of the Seller to sell the property.

D. **Long Term Lease Agreement.** As an additional condition precedent, the Seller and Purchaser shall negotiate and enter into a long-term mutual lease agreement regarding public use of adjacent parking lot which, can then be used by aquatic center constituents for aquatic center facilities. Failure to agree to long-term mutual lease agreement shall cause this agreement to be null and void and there shall be no further obligation on behalf of the Buyer to purchase the property and no further obligation on behalf of the Seller to sell the property.

E. **City Council Approval.** As a final condition precedent, the Marshall City Council must approve the terms and conditions of this Agreement and authorize the appropriate City Officials to sign this Purchase Agreement.

6. **EXAMINATION OF TITLE.** Seller shall, within ten (10) days of the satisfaction of all contingencies of this Agreement, furnish Buyer with an abstract of title or a registered property abstract certified to date including proper searches covering bankruptcies and state and federal judgments, liens and levied and pending special assessments. Buyer shall have ten (10) business days after receipt of the abstract of title or registered property abstract either to have Buyer's attorney examine the title and provide Seller with written objections ("Objections") or, at Buyer's own expense, to make an application for a title insurance policy and notify seller of the application. Buyer shall have ten (10) business days after receipt of the commitment for title insurance to provide Seller with a copy of the commitment and written Objections. Buyer shall be deemed to have waived any title Objections not

made within the applicable ten (10) day period for above, except that this shall not operate as a waiver of Seller's covenant to deliver a statutory warranty deed, unless a warranty deed is not specified above.

7. **TITLE CORRECTIONS AND REMEDIES.** Seller shall have 90 days from receipt of Buyer's written title objections to make title marketable. Upon receipt of Buyer's title objections, Seller shall within ten (10) business days, notify Buyer of Seller's intention to make title marketable within the 90-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein, and the closing shall be postponed.

A. If notice is given and Seller makes marketable title, then upon presentation to Buyer and proposed lender of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

B. If notice is given and Seller proceeds in good faith to make title marketable but the 90-day period expires without title being made marketable, Buyer may declare this Purchase Agreement null and void by notice to Seller, neither party shall be liable for damages hereunder to the other.

C. If Seller does not give notice of intention to make title marketable, or if notice is given but the 90-day period expires without title being made marketable due to Seller's failure to proceed in good faith, Buyer may seek, as permitted by law, any one or more of the following:

(i) Proceed to closing without waiver or merger in the deed of the objections to title and without waiver of any remedies, and may:

a) Seek damages, costs and reasonable attorney's fees from seller as permitted by law (damages under this subparagraph shall be limited to the cost of curing objections to title and consequential damages are excluded); or

b) Undertake proceedings to correct the objections to title;

(ii) Rescission of this Agreement by notices as provided herein, in which case the Agreement shall be null and void.

(iii) Damages from Seller include costs and reasonable attorney's fees as permitted by law;

(iv) Specific performance within six month of such right of action arises.

D. If title is marketable, or is made marketable as provided herein, and Buyer defaults in any of the agreements herein, Seller may elect either of the following

options as permitted by law:

(i) Cancel this Agreement as provided by statute and retain all payments made hereunder as liquidated damages. The parties acknowledge their intention that any not given pursuant to this Agreement is a down payment note, and may be presented for payment notwithstanding cancellation;

E. If the title is marketable or is made marketable as provided herein, and Seller defaults in any of the agreements herein, Buyer may, as permitted by law:

- a) Seek damages from Seller including costs and reasonable attorney's fees;
- b) Seek specific performance within six months after such right of action arises.

8. **CLOSING.** Closing shall occur on or before December 15, 2023. The Closing will take place at the office of Quarnstrom & Doering, P.A. – 109 S. 4th St. Marshall, MN 56258, or at such other date and time as the parties may mutually agree upon in writing.

A. **Seller's Closing Documents.** On the Closing Date(s), Seller will sign and/or deliver to Buyer the following (collectively, "Seller's Closing Documents") at such Closing for the respective Lot, if Buyer elects to close in phases:

(i) **Warranty Deed.** A Warranty Deed in recordable form acceptable to Buyer conveying the Real Property from Seller to Buyer, free and clear of any encumbrances except the Permitted Encumbrances.

(ii) **Seller's Affidavit.** An Affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Real Property; that there has been no skill, labor or material furnished to the Real Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Real Property together with any standard indemnity agreement required by Title to issue the Title Policy.

(iii) **FIRPTA Affidavit.** A non-foreign affidavit, properly executed and in recordable form containing such information as is required by IRC § 1445(b)(2) and its regulations.

(iv) **Assignment.** Assignment of all of the Documents and other documents relevant to the Project (at no cost to Buyer), Plans and any facets of the Property not covered by the Warranty Deed, in which Seller assigns all rights, title and interest in said Plans or Documents in form acceptable to the Buyer.

(v) **Additional Documents.** Such other documents as Buyer may reasonably request to carry out the transactions contemplated under this Agreement.

B. **Buyer's Closing Documents.** On the Closing Date, Buyer will sign and/or deliver to Seller the following (collectively, "Buyer's Closing Documents") at such Closing:

(i) **Payment.** The payment due at Closing.

(ii) **Additional Documents.** Such other documents as Seller may reasonably request to carry out the transactions contemplated under this Agreement.

9. **PRORATIONS.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

A. **Title Insurance and Closing Fee.** Seller will pay all costs of the Title Evidence (as defined in Section 6.1 below). Buyer shall pay all premiums required for the issuance of any owner's and/or mortgagee's title insurance policy. Seller and Buyer shall each pay one-half of any closing fee or charge imposed by any closing agent or by Title.

B. **Transfer Taxes.** Transfer Taxes. Seller shall pay all deed, documentary stamp and transfer taxes payable in connection with the recording of the deed. Buyer shall pay all fees and taxes payable in connection with Buyer's financing, including any fees or taxes imposed in connection with the execution, delivery and/or recording of any mortgage, deed to secure debt, deed of trust or other security document.

C. **Real Estate Taxes and Special Assessments.** General real estate taxes and installments of special assessments due and payable in the calendar year immediately preceding the year in which the Closing occurs, and all prior years shall be paid by Seller. General real estate taxes and installments of special assessments due and payable in the calendar year in which the Closing occurs shall be prorated by Seller and Buyer as of the Closing Date based upon the calendar year. Buyer shall assume all real estate taxes and installments of special assessments due and payable in all years following the calendar year in which the Closing occurs. For purposes of this Section, real estate taxes and installments of special assessments shall be deemed to be "due and payable" in the last calendar year in which such payment can be made without incurring interest or penalties for late payment.

D. **Recording Costs.** Seller will pay the cost of recording all documents necessary to place record title in Seller in the condition required by this Agreement. Buyer will pay the cost of recording all other documents.

E. **Other Costs.** All other operating costs of the Property shall be allocated between Seller and Buyer as the Closing date, so that the Seller pays that part of operating costs payable before Closing Date, and Buyer pays that part of operating costs payable on and after the Closing Date.

F. **Attorney's Fees.** Each of the parties will pay its own attorney's fees.

10. **OPERATION PRIOR TO CLOSING.** During the period from the date of Seller's acceptance of this Agreement to the Closing Date (the "Executory Period"), Seller will maintain the Real Property in the ordinary course of business in accordance with prudent, reasonable business standards. Seller will execute no contracts, leases or other agreements regarding the Real Property during the interim that are not terminable on or before the Closing Date, without the prior written consent of Buyer, which consent may be withheld by Buyer in its sole discretion.

11. **DAMAGE.** If, prior to the Closing Date, all or any part of the Real Property is substantially damaged by fire or other casualty, the elements or any other cause, the Seller will immediately give notice to Buyer of such fact and at Buyer's option (to be exercised within twenty

(20) days after Seller's notice), this Agreement will terminate, in which event neither party will have any further obligations under this Agreement. Buyer may elect to Close, in accordance to this agreement.

12. **NOTICES.** All notices and demands given or required to be given by any party hereto to any other party shall be deemed to have been properly given if and when delivered in person, the next business day after being sent by reputable overnight commercial courier (e.g. U.P.S. or Federal Express), sent by facsimile (with verification of receipt) or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows (or sent to such other address as any party shall specify to the other party pursuant to the provisions of this Section):

If to Seller:

Schwan's Shared Services, LLC
115 West College Drive
Marshall, MN 56258

If to Buyer:

Sharon Hanson, City Administrator
City Hall
344 W. Main St.
Marshall, MN 56258

Phone: 507-537-6760
Facsimile: 507-537-6830
Email: Sharon.Hanson@ci.marshall.mn.us

With a copy to:

Dennis H. Simpson
109 S. 4th St.
Marshall, MN 56258
Phone: 507-537-1441
Facsimile: 507-537-1445
Email: dsimpson@qdlawfirm.com

In the event either party delivers a notice by facsimile, as set forth above, such party agrees to deposit the originals of the notice in a post office, branch post office, or mail depository maintained by the U.S. Postal Service, postage prepaid and addressed as set forth above. Such deposit in the U.S. Mail shall not affect the deemed delivery of the notice by facsimile, provided that the procedures set forth above are fully complied with.

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party. Attorneys for each party are authorized to give notices for each such party.

13. **POSSESSION.** Possession of the Real Property will be delivered by the Seller to the Buyer on the Date of Closing.

14. **REMEDIES.** If Buyer defaults under this Agreement and fails to cure such default within the time period allowed by Minn. Stat. §559.21, subd. 4(a) (30 days), this Agreement will terminate.

If Seller defaults under this Agreement, Buyer may; (i) terminate this Agreement; (ii) seek and recover specific performance, provided, that such action for specific performance is commenced within six (6) months after such cause of action arises.

15. **CONDEMNATION.** If eminent domain proceedings are threatened or commenced against all or any part of the Property, Seller shall immediately give notice to Buyer, and if the taking is likely to materially and adversely impact the use and operation of the Property as presently used and operated, Buyer shall have the right to terminate this Agreement and receive back all Earnest Money by giving written notice to the Seller and Escrow Agent within ten (10) days after Seller's notice. If Buyer shall fail to give such notice, then the parties shall proceed to Closing, and Seller shall assign to Buyer all rights to appear in and receive any award from such proceedings. Upon any return of Earnest Money pursuant to this Section, neither the Seller nor the Buyer shall have any further rights or obligations under this Agreement, other than those expressly stated to survive a termination.

16. **BROKER'S COMMISSION.** Buyer may not assign this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Any attempted assignment without Seller's prior written consent shall be void, at Seller's option. No assignment by Buyer shall release or relieve Buyer from any obligations or liabilities under this Agreement. Buyer shall immediately notify Seller of any assignment or purported assignment and shall include with such notice a true and complete copy of the assignment document. Notwithstanding anything in this Section or Agreement to the contrary, Seller shall not withhold its consent to Buyer assigning this Agreement to an entity controlled by original Buyer, where "control" means a greater than fifty percent (50%) equity and voting interest, if Buyer provides to Seller reasonable evidence of such control. Buyer shall be responsible for any transfer taxes payable in connection with any assignment of this Agreement by Buyer.

17. **POST CLOSING OBLIGATIONS.** At any time and from time to time after the Closing Date, each party will upon request of another party, execute, acknowledge and deliver all such further and other assurances and documents, and will take such actions as are consistent with the terms of this Agreement, as may be reasonably requested to carry out the transactions contemplated herein and to permit each party to enjoy its rights and benefits hereunder. If requested by Buyer, Seller further agrees to prosecute or otherwise enforce in its own name for the benefit of Buyer, any claim, right or benefit transferred by this Agreement that may require prosecution or enforcement in Seller's name. Any prosecution or enforcement of claims, rights or benefits under this provision shall be solely at Buyer's expense, unless the prosecution or enforcement is made necessary by a breach of this Agreement on the part of the Seller.

18. **ENTIRE AGREEMENT, MODIFICATION AND WAIVER.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth in this Agreement. No supplement, modification or waiver of this Agreement shall be binding unless it is executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions whether or not similar, nor shall such waiver constitute a continuing waiver.

19. **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns, provided that Buyer is permitted to assign its interest hereunder, with notice to, and with Sellers consent, which will not be unreasonably withheld.

20. **GOVERNING LAW.** This Agreement was executed in Minnesota and shall be governed by the laws of the State of Minnesota.

21. **MUTUAL DRAFTING.** This Agreement is the mutual product of the parties, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of each of the parties, and shall not be construed for or against any party to this Agreement.

22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

23. **HEADINGS.** Headings contained herein are for reference only and are not a part of this Agreement.

24. **ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** No provision of this Agreement is intended, nor is any provision to be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, employee or partner of any party to this Agreement or any other person or entity.

25. **EXHIBITS.** All Exhibits referred to in and attached to this Agreement are incorporated in and made a part of this Agreement.

26. **REVIEW BY COUNSEL.** Buyer and Seller acknowledge that they have each been represented by counsel and that their respective counsel have reviewed and approved this Agreement, and the parties hereby agree that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

27. **EFFECT OF SUBMISSION.** The submission by Buyer to Seller or Seller to Buyer of this Agreement in an unsigned form shall be deemed to be a submission solely for consideration and not for acceptance and execution. Such submission shall have no binding force or effect and shall not confer any rights or impose any obligations, irrespective of any reliance thereon, change of position or partial performance. The submission by Seller or Buyer of this Agreement for execution shall similarly have no binding force or effect unless and until both parties shall have executed this Agreement and a counterpart hereof shall have been delivered to the other party hereto.

28. **DATES.** All times specified in this Agreement will be of the essence of this Agreement. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday on which financial institutions or post offices are generally closed in the state in which the Property is located. For purposes of computing any period of time specified in or relevant to performance hereunder, the day or date from which such time period is measured will be excluded and all other days, including holidays, will be counted.

29. **LEGAL PROCEEDINGS.** If either party commences legal proceedings for any relief against the other party arising out of this Agreement or any documents, agreements, exhibits or certificates contemplated hereby, the losing party shall pay the prevailing party's actual reasonable attorneys' fees and costs upon final settlement, judgment or appeal thereof.

30. **SURVIVAL.** Except as otherwise provided herein, all of the terms (including without limitation, warranties and representations) of this Agreement will survive and be enforceable after the Closing.

TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.

[Signatures Appear On Next Page]

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase Agreement as of the later of the dates set forth above:

Date of Signature

_____, 2023

BUYER:
CITY OF MARSHALL, A MUNICIPAL CORPORATION,
MINNESOTA

By _____

Its _____

Date of Signature

_____, 2023

SELLER:
SCHWAN'S SHARED SERVICES, LLC, A LIMITED
LIABILITY COMPANY ORGANIZED UNDER THE LAWS
OF THE STATE OF DELAWARE

By: _____

Its: _____

EXHIBIT A

Legal Description of Land

Lot One/Two/portion of Three, Block 3 of Schwan's Corp 1 Addition, Lyon County, City of Marshall, Minnesota.

FINAL LEGAL DESCRIPTION TO BE PROVIDED BY SURVEYOR



EXHIBIT B

PARKING LOT USE

1. Seller hereby grants Buyer the right to use the parking lot identified in Exhibit C hereof.
2. Buyer assumes the full responsibility to maintain the lot, including without limitation, making proper and prompt repairs/painting, lawn care & snow removal, etc., to ensure the safe condition of the lot.
3. Notwithstanding the rights granted to Buyer herein, Seller's employees and guests can continue to use such parking lot.
4. The Parties shall enter in a mutual use lease agreement setting for obligations and responsibilities for liability insurance, use of the parking lot and other issues related thereto.

EXHIBIT C
PARKING LOT AREA



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, April 11, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Wastewater Facility NPDES Permit Update and Authorize Execution of Chloride Variance Application to the MPCA
Background Information:	<p>The Wastewater Treatment Facility (WWTF) has been operating under an expired NPDES permit since 2019 while awaiting reissuance of a new permit from the Minnesota Pollution Control Agency (MPCA). On April 1, 2022, we received our New Limits Notification letter from the MPCA which outlined new discharge requirements. The letter is included in the packet for City Council reference.</p> <p>In the new limit notification letter, the MPCA notifies the City of numerous parameters that require new effluent limits to ensure compliance with water quality standards. According to the letter, the WWTF will be required to meet new limits for total chloride, total copper, total phosphorous, total dissolved solids (TDS), sulfate, and chronic whole effluent toxicity (WET).</p> <p>Since receiving the new limit notification letter, City staff has partnered with Bolton & Menk and Flaherty & Hood (through the Minnesota Environmental Science and Economic Review Board—MESERB) to hold discussions with the MPCA regarding our new permit limits. City and Bolton & Menk staff have met multiple times with the MPCA to discuss the new limits and our ability to reasonably comply with the requirements of the limits.</p> <p>Scott Truedson, Wastewater Superintendent and Scott Przybilla, Asst. Wastewater Superintendent have prepared a PowerPoint presentation to review the specific parameters of concern from the new limits letter. The purpose of the presentation is to update the City Council on the status of our efforts up to this date and our proposed path moving forward.</p> <p>The only action item that staff is presenting is the request for authorization to submit a chloride variance application to the MPCA. Our ten-year compliance schedule for the new chloride limit will expire on April 1, 2024. City staff is still working with our community and industry partners to achieve the necessary reductions to meet the new chloride limit. The MPCA and Bolton & Menk have recommended that we apply for a chloride variance to allow for more time to achieve the new limit.</p>
Fiscal Impact:	No cost for a chloride variance.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorizes execution and submission of Chloride Variance Application to the MPCA.

April 1, 2022

VIA EMAIL

 The Honorable Robert J. Byrnes
 Mayor, City of Marshall
 344 W Main St
 Marshall, MN 56258

 RE: New Limit Notification
 Marshall Wastewater Treatment Facility
 NPDES/SDS Permit No. MN0022179
 T112N, R41W, Section 33, Marshall, Lyon County, Minnesota

Dear Mayor Byrnes:

As discussed in our phone call on April 1, 2022, the Minnesota Pollution Control Agency (MPCA) has completed a review of recent monitoring data collected from the city of Marshall (Permittee) Wastewater Treatment Facility (Facility) and downstream receiving waters as part of the permit reissuance process. Based on the review of this data, the MPCA has determined the need for new water quality based effluent limits (WQBELs) to be placed in the reissued permit to ensure compliance with water quality standards. The Facility will be required to meet the following new total chloride, total copper, total phosphorus, total dissolved solids (TDS), sulfate, and chronic whole effluent toxicity (WET) effluent limits included in Table 1 below.

Table 1. Summary of new effluent limits for the Marshall WWTF

Parameter	Limit	Season	Limit type	Basis
Total chloride ¹	261 mg/L	Jan-Dec	Calendar Month Average	WQBEL
	302 mg/L		Daily Maximum	
Total Copper ¹	42 ug/L	Jan-Dec	Calendar Month Average	WQBEL
	26 ug/L		Daily Maximum	
Total phosphorus	13.3 kg/day	Jun-Sept	Calendar Month Average	WQBEL
Chronic WET	1.2 TUc	Test battery results due semi-annually. Limit becomes effective following completion of the Toxicity Reduction Evaluation (TRE).		WQBEL
Sulfate	769 mg/L	Jan-Dec	Calendar Month Average	WQBEL
	991 mg/L		Daily Maximum	
TDS	3,771 mg/L	Jan-Dec	Calendar Month Average	WQBEL
	4,338 mg/L		Daily Maximum	

¹ The current permit contains a schedule of compliance to attain compliance with the final effluent limits as soon as possible but no later than April 1, 2024.

Information requested pertaining to the existing schedules of compliance total chloride:

The current permit contains a schedule of compliance (SOC) for the total chloride limits listed in Table 1. The SOC required the permittee to attain compliance with the final limits “as soon as possible but no later than April 1, 2024.”

The most recent Chloride Reduction Progress Report, submitted on June 25, 2021, indicates that the permittee plans to continue source reduction and control efforts and plans to follow the requirements of the SOC contained in the current permit. The remaining SOC requirements are as follows:

- 1. By 90 days after the issuance of the next permit, the permittee shall submit a Chloride Compliance Update based on any revisions of the final effluent limits and effectiveness of the chloride reduction program. If results of the chloride reduction plan are not adequate to meet the reissued effluent limits, the Permittee shall develop a Chloride Compliance Plan/Wastewater Facility Plan that details the steps, including but not limited to; a combination of available treatment technologies, pollution prevention activities, and an estimate of associated costs of construction and operation of the available technologies. The Plan shall also include a proposed timeline that could lead to final compliance with the water quality based effluent limits by April 1, 2024.*
- 2. One year after the reissuance of the next permit, the permittee shall submit a Chloride Plan/Wastewater Facility Plan.*
- 3. Within 60 days of submitting the Wastewater Facility Plan, the permittee shall, in concert with the MPCA, determine if implementation of the Compliance Plan will lead to compliance with the final chloride limits. If it is determined that compliance is not technically or economically feasible, the permittee may submit an application for a variance by 180 days prior to the expiration of the next reissued permit.*

Since the Facility has not yet demonstrated the ability to comply with the final chloride limits, the MPCA intends to include the existing chloride SOC in the reissued permit, editing the interim dates and requirements as needed to align with the fact that the City has already constructed a central softening WTP and to align with the actual expected permit reissuance date and the final compliance date of April 1, 2024. **Within thirty days after receipt of this letter, the City shall provide an updated schedule of actions to attain compliance with the total chloride limit as soon as possible but no later than April 1, 2024.**

Information requested pertaining to the existing SOC for total copper:

The current permit contains a SOC for the total copper limits listed in Table 1. The SOC required the permittee to attain compliance with the final limits “as soon as possible but no later than April 1, 2024.”

The most recent Copper Compliance Progress Report, submitted on June 25, 2021, indicated that following the optimization of the polyphosphate feed system at the water treatment plant (WTP) in 2014, the Facility has consistently maintained compliance with proposed copper limits listed in Table 1. This agrees with recent MPCA review of the Facility’s data.

Since the Facility has been complying with both the total copper daily maximum limit of 42 micrograms per liter (ug/L) and total copper monthly average limit of 26 ug/L since the end of 2014/beginning of 2015, the MPCA will consider the “as soon as possible” date for compliance with these limits to be the issuance date of the reissued permit. Therefore, the MPCA intends to include these limits as final limits effective immediately upon the reissuance of the permit.

Information requested pertaining to the newly proposed RES based total phosphorus limit:

The 13.3 kilograms per day (kg/day) total phosphorus limit is based on the River Eutrophication Standards (RES) and was set to protect aquatic life and recreation from problems associated with excessive nutrients (Minn. R. 7050.0222). General information regarding RES limits can be found at: <https://www.pca.state.mn.us/water/phosphorus-wastewater>.

The WQBEL of 13.3 kg/day is based off a five-year long-term average wasteload allocation (WLA) of 6.32 kg/day, June-September. The long-term average WLA of 6.32 kg/day is based on achieving RES 150 µg/L in the Redwood and Minnesota Rivers. The MPCA projects that by complying with the 13.3 kg/day monthly limit, the Marshall Facility will have to average 6.32 kg/day, June-September, over a five-year/long-term period. After the five year permit cycle, the MPCA will evaluate the facility’s discharge and the downstream water quality. And if necessary, adjust the facility’s 13.3 kg/day monthly average limit down to ensure that the long-term average WLA of 6.32 kg/day is achieved during the June-September effective period.

This new limit will apply in addition to the Facility’s existing lake eutrophication based total phosphorus limit of 4,973 kilograms per year, effective January through December and expressed as a 12-month moving total. The Facility will also need to continue coverage under the Minnesota River Basin General Phosphorus Permit (MNG420000) until the new limit is incorporated into the permit and the Facility is compliant with the new limit. At that point, the Facility can be excluded from coverage under MNG420000.

Regarding the proposed 13.3 kg/day total phosphorus limit, upon initial review by the MPCA it appears that the Facility can comply with the new limit under current conditions but the MPCA is concerned that the Facility will not be able to comply at design flow. **Please provide a response to the items below.** The MPCA suggests that you work with your engineer to develop this response.

1. An evaluation of the Facility’s capability of maintaining compliance with the limit during the next 5-year permit term,
2. Estimated increases in flow and loading over the next 5-year permit term,
3. Projected population/industry growth in the next 5-year permit term,
4. Projected operating conditions that when reached would likely result in noncompliance with the limit, and
5. Timeline and milestone events that will trigger the need to take action to assure that the Facility will remain in compliance.

If it is determined by your response that the Facility cannot comply with the final limit immediately and that actions need to be taken by the Permittee to ensure compliance with the final limit the reissued permit may include a compliance schedule or special conditions that provide the time necessary to ensure compliance with the final limit. The timeframe to complete the actions must be determined to be as soon as possible in accordance with CFR 122.47.

Discussion of Chronic Whole Effluent Toxicity (WET) Limit

As part of the permit reissuance process, a reasonable potential evaluation was done on the chronic WET tests to determine if there was cause to exceed the WET monitoring threshold value of 1.2 Toxic Unit chronic (TUC). Because the Facility has entered into a Toxicity Reduction Evaluation (TRE), the Facility will now have a chronic WET limit. This chronic WET limit is 1.2 TUC and is a daily maximum limit, which must be met at the outfall SD001. This chronic WET limit will come into effect after the Facility has completed the TRE. The Facility must receive confirmation from the MPCA that the TRE is finalized before the Facility can end the TRE process.

During the TRE process, the Facility will provide one chronic WET test each year to the MPCA in order to fulfill their chronic WET requirement. Once the TRE has been completed, the Facility will be required to perform semiannual chronic WET tests for the remainder of the life of the permit after the TRE is finalized and approved by the MPCA. If the permittee fails any of the chronic WET tests, they must do two chronic WET repeat tests and pass both chronic WET tests to not enter back into a TRE process.

Information on a SOC pertaining to the newly proposed TDS and sulfate limits:

Upon initial review by the MPCA it appears that the Facility cannot comply with the final TDS or sulfate limits under current conditions or at design flow.

If the permittee chooses to pursue a SOC for any of the proposed limits, the permittee must provide a response outlining the actions that will be taken to achieve compliance with each of the final limits and the timeframe needed to complete each action. The timeframe to complete the actions must be determined to be as soon as possible in accordance with CFR 122.47. The as soon as possible time frame is a case specific determination and, when adequately justified, has ranged from 1 to 20 years.

Please provide a response to the items below. The MPCA suggests that you work with your engineer to develop this response. The MPCA will use your response to develop a compliance schedule or special conditions to be included in the reissued permit that identifies the actions that need to be taken, the timeframes for completion of each action, and the final date to attain compliance with the new limit(s).

1. An evaluation of the Facility's ability to comply with the new limit(s).
2. A summary of the current debt service on existing municipal wastewater infrastructure (Minn. Stat. 115.456). A form to record and report the financial data necessary for this evaluation can be found at: <https://www.pca.state.mn.us/sites/default/files/wq-wwprm7-70b.xls>.

3. A description of the steps/actions that will need to be taken to meet the limit(s) as soon as possible. Possible steps/actions include, but are not limited to:
 - a. when a facility plan will be submitted,
 - b. when plans and specs will be submitted,
 - c. when construction will begin, and
 - d. when initiation of operation of the upgraded Facility will occur
4. A proposed compliance schedule that will end in achieving compliance with the new limit(s) as soon as possible. The schedule shall include:
 - a. dates associated with each step/action that will be completed, and
 - b. the final as soon as possible date when compliance can be achieved

Information on applying for a variance(s) to the newly proposed TDS and/or sulfate limits:

The reasonable potential analysis conducted as part of the permit reissuance process indicated reasonable potential to cause or contribute to the excursion above a water quality standard for both total dissolved salts (measured as total dissolved solids) and total sulfate. The effluent limits in Table 1 were derived from water quality standards pursuant to 40 CFR 122.44 (d)(1)(vii)(A).

If the permittee finds that complying with the final limits for TDS and/or sulfate would result in significant widespread economic and social impacts, the permittee can use this form to apply for a sulfate variance or to apply for a sulfate and TDS variance:

<https://www.pca.state.mn.us/sites/default/files/wq-wwprm2-10b.docx>. It should be noted that a TDS variance application would qualify as a “streamlined chloride variance.” If the permittee chooses to apply for a TDS only variance, the permittee can utilize the streamlined chloride variance application located here: <https://www.pca.state.mn.us/sites/default/files/wq-wwprm2-10e.docx>. A sulfate variance would not be considered a streamlined variance and would be subject to a full variance application and the applicable variance fee.

The permittee may choose to use this alternative analysis as supporting information if it develops a variance application for sulfate to aid in the financial analysis: *Analyzing Alternatives for Sulfate Treatment in Municipal Wastewater*:

<https://www.pca.state.mn.us/sites/default/files/wq-rule4-15pp.pdf>.

Additional information relating to variances can be found on the MPCA’s Water Quality Variance webpage: <https://www.pca.state.mn.us/water/water-quality-variances>

Nitrogen Standard Development Information

Please be aware that the MPCA is currently in the process of adopting nitrate and ammonia water quality standards for protection of aquatic life. Early indications suggest that the MPCA will likely recommend a new nitrogen limit in your next permit action, following completion of the nitrate and ammonia water quality standard rulemaking. The MPCA encourages the Permittee to consider the potential for future nitrogen limits in their next reissuance as they plan/design any facility upgrades.

Additional information on the MPCA’s review and development of the effluent limits for your Facility can be found in the effluent limits documents enclosed with this letter.

The Honorable Robert J. Byrnes

Page 6

April 1, 2022

Please provide the requested information within thirty days of the date of this letter. The MPCA will use this information to develop your draft NPDES/SDS Permit. A compliance schedule or special conditions may be included in the draft permit, as appropriate, to provide you with the time needed to meet the new limits. Additional information may be requested to help justify that actions completed are within the earliest possible timeframe that compliance can be achieved.

If you have any questions or would like to set up a meeting with MPCA staff regarding the new effluent limits, the requested information, or any of the information enclosed with this letter, please contact me at ashley.wahl@state.mn.us or at 507-476-4264.

Sincerely,

Ashley Wahl

Ashley Wahl
Environmental Specialist
Municipal Division

Enclosures: Redwood River Basin Phosphorus Review v1.2
[Understanding your RES Limit Factsheet](#)

cc: Scott Truedson, Facility Superintendent (electronic)
Scott Pryzbilla, Assistant Facility Superintendent, Marshall WWTF (electronic)
Karla Drown, Finance Director, City of Marshall (electronic)
Jon Peterson, Bolton & Menk (electronic)
Abram Peterson, MPCA
Brad Gillingham, MPCA
Paul Kimman, MPCA
Dann White, MPCA
Gbolahan Gbadamosi, MPCA
Dennis Wasley, MPCA
Fawkes Char, MPCA



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 11, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
Background Information:	<p>Under Chapter 2, Article VI, Section 143 the City Charter states: "Appointments to all boards, commissions, bureaus and authorities shall be by the mayor and shall be confirmed by the council with the exception of the housing and redevelopment authority."</p> <p>Interviews were held prior to the regular city council meeting.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To make recommendations and affirm appointments to the various Boards, Commissions, Bureaus, and Authorities.



CITY OF MARSHALL ANNOUNCES OPENINGS ON THE FOLLOWING COMMISSIONS/BOARDS/AUTHORITIES

Adult Community Center Commission

(1) Vacant position to expire 5/31/26

Airport Commission

(2) Upcoming positions to expire 5/31/26

Cable Commission

(2) Vacant positions to expire 5/31/25

(2) Upcoming positions to expire 5/31/26

(1) Vacant position to expire 5/31/24

Community Services Advisory Board

All positions currently filled.

Convention and Visitors Bureau

All positions currently filled.

Diversity, Equity, and Inclusion Commission

(3) Upcoming positions to expire 5/31/26

(1) Vacant position to expire 5/31/25

Economic Development Authority

All positions currently filled.

Library Board

(1) Upcoming position to expire 12/31/23

Marshall Municipal Utilities Commission

(1) Upcoming position to expire 5/31/23

MERIT Center Commission

(2) Vacant positions to expire 12/31/25

Planning Commission

(1) Vacant position to expire 5/31/25

(3) Upcoming positions to expire 5/31/26

Police Advisory Board

All positions currently filled.

Public Housing Commission

(1) Upcoming position to expire 5/31/26

These positions represent an opportunity for interested residents of Marshall to become more involved in local government activities. Positions are nonpaying. Interested residents can obtain additional information and applications from the City Clerk by calling 507-537-6760 or at the following website: www.ci.marshall.mn.us. Appointments will be made by the Mayor and City Council as set forth in policy statements.

Mayor & City Council
City of Marshall

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, April 11, 2023
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	

TO: Honorable Mayor and Members of the City Council; City Staff

FROM: Sharon Hanson, City Administrator

DATE: April 11, 2023

SUBJECT: Administrative Brief

CITY ATTORNEY

In March, the City of Marshall experienced the benefit of our team of lawyers. Some highlights include:

- Collaboration with staff on several ordinances including preparing a draft for an administrative enforcement process and advising on proposed rental code and working group.
- Review of Adult Community Center ordinance with suggested revisions.
- Review and minor revisions of staff recommended changes to L&O for outdoor storage and to addition to ordinance for pollinator gardens.
- Helping with data question related to participant data.
- Collaborated with MMU and Attorney Simpson on process for Council approval for MMU contract.
- Review contracts for refuse disposal at arena and Questica contract, propose revisions and work with staff on negotiations.
- Assist with C.U.P. findings of fact.
- Attend council meetings and advise on C.U.P.
- Begin working with MN Department of Revenue on IC134 question for former City construction project.
- Advising staff on various incidental legal questions posed to attorney throughout the month.

Work of other K&G Attorneys:

- Attorney Sonsalla worked with staff on parking lot questions.
- Attorney Gilchrist provided general overview and resources for MMU.
- Attorney Gilchrist is collaboration with City of developing new project legal review process.

General Updates:

- New proposed (or if indicated signed) legislation:
 - ✓ NEW LAW: Catalytic Converter statute was sent to Governor and signed. Public Safety has been updated. [Chapter 15, House File 30](#) cracks down on catalytic converter theft by only allowing registered scrap metal dealers to purchase catalytic converters and increasing criminal penalties for the illegal possession or sale of catalytic converters. The bill also requires catalytic converters to carry the vehicle identification number of the car it originated from, allowing law enforcement to determine if the car part was purchased lawfully.
 - ✓ We are monitoring HF865 which would affect the ability to include duty to defend provisions in public contracts. League is lobbying against these limitations.

- ✓ We are monitoring SF2471 which would allow “sacred communities” on the property of religious organization from a state level and would leave very little, if any, ability to regulate with local controls.
- ✓ We are monitoring Omnibus Policy Bills in House and Senate State and Local Government Committees which include a number of League legislative priorities like a medical exception to the Open Meeting Law and a repeal of the local government compensation cap.

CITY PROSECUTOR:

- Criminal prosecution numbers for June are as follows:

	ASSAULT	OFF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2023	2022 Comparison
Prosecution			6		6	3	1	16	18
Dismissed									
Non-Prosecution	4				1		1	6	4
Refer to County									

ADMINISTRATION

This past month included the following meetings and work:

- We were informed that Senator Rest, Chairperson of the Senate Tax Committee informed that our sales tax request will be in the Senate Omnibus Tax bill. We will await future/possible Tax Conference action.
- Next week we will reengage the Aquatic Center Committee and staff with Stockwell Engineering firm to re-kick-off the concept design of the Marshall Aquatic Center. We’ll review past work, public input, current aquatics programming, current restroom/concessions building programming, and conceptual site layout. We will also look at timeline and steps moving forward for design and construction.
- Preston Stensrud and I presented to the Marshall Community Foundation regarding possible fundraising opportunities for the aquatic center in partnership with them. They did agree to be a depository of funds for any donations to the aquatic center and will consider a grant to the project. Staff will continue to work with Stockwell on a fundraising goal and different levels of sponsorship opportunities.
- Mayor and I met with Schwans representative and land use attorney Dennis Simpson regarding aquatic center land purchase agreement.
- Mayor and I presented to the Senior Center on the Mayor’s top priorities for 2023 and information on the aquatic center project. This past month I also presented an update to the Chamber Board on the aquatic center.
- Staff met to hear from National Weather Service staff person regarding flood predictions for 2023 Spring in the City of Marshall. Soil temperatures, last year’s dry conditions and expected future climate forecasts helped lower flood potential.
- Met several times this past month with EDA Director as we continue to finalize the draft EDA Strategic plan that will be presented for approval at the EDA April meeting.
- Met several times with Director of Administrative Services E.J. Moberg to discuss future financing schedules and options regarding capital improvement projects.
- This past week received the final draft of the City/YMCA Indoor Recreation Study and hope to have a presentation to Council by the consultant scheduled for the month of May.
- Continue to meet with Community Services staff on a variety of topics and issues as we plan upcoming summer activities and as we plan for the summer release of the Summer Community Services Brochure which is expected in the first week of May. This Brochure will be mailed to all Marshall residents and

businesses. We also conducted our first Community Services Advisory Board meeting with a fair number of new Board members. We gave them a general overview of our departmental work.

Economic Development Authority

- Releasing new video series, *On the Horizon*, featuring EDA projects and updates for community awareness.
- Hosted a Lunch and Learn event in partnership with the Chamber for individuals interested in starting a business.
- East College Economic Revitalization Grant program is currently in a community review period and business owners are encouraged to provide feedback prior to opening the application window.
- Working with MPS on the CTI center opening in the Fall of 2023.
- Completing the 2022 Annual Report
- Completing MNDEED applications for industrial project.
- Continuing to work with Woodcrest Capital on Shopko development.
- Working with Knochenmus Enterprises on mercantile first floor project.

Human Resources

- Staffing update: The City welcomes LuAnn Anderson to the part-time Office Assistant/Receptionist position in Community Services. Staff are reviewing applications and interviewing candidates for the Maintenance Worker and Building Custodian positions. Staff have also interviewed and extended a conditional offer to an Assistant City Engineer candidate. Temporary/seasonal hiring continues for our Community Services and Public Works departments to support our seasonal maintenance needs, as well as our recreation/community education programming. Recruitment is also underway for our paid-on-call Firefighter positions. Firefighter testing will begin on April 12th.
- Safety program: employees will be trained in Load securement and defensive driving.

Clerk

- Three applications for the Fire Department Scholarship have been received and will be brought to the Ways & Means Committee.
- Applications for Mobile Food Vendors continue to come in for the Summer season.
- Continuing to find members for open board/commission spots.

Finance

- Bonding: The public hearings and resolutions for abatement bonds and street reconstruction bonds are the next step in the bonding process. Staff continues to work with BakerTilly on the upcoming issuance. The current schedule includes Council awarding the sale on May 23rd, with proceeds received in late June.
- Audit: Auditors from BerganKDV will be at City Hall the week of May 1st for audit testing.

Assessing

- Normally appeal season is congruent with Spring, this year however, the two seem to be at odds. Nevertheless, our office has been fielding calls regarding valuation notices and tax hikes due to prior year valuation increases and levy increases. For the most part, it has been relatively quiet, and calls have been able to be resolved. We have reached a settlement on our last open Tax Court Case with EverSpring for the pay 2022 EMV. For the first time in my employment with the city we have zero open Tax Court Cases. However, I am anticipating the possibility of 2-3 filings before the April 30th deadline for pay 2023. Stay tuned.

Liquor Store

- March Financials: Sales 527,096 + 5.28%, Customer Count 15,478 +1.31%, Ticket Average \$34.05 +3.90%. A good month for all financials considering weather conditions have been poor for the month.
- Beer sales have been below normal averages due to the colder weather conditions.
- March “Saving the Green Sale” and St. Patrick’s Day bag sale were successful. I believe this brought in additional customers buying products they normally wouldn’t purchase. It is also designed as a “Thank you” to our many customers with deeper discounts on products they purchase.

COMMUNITY SERVICES

Parks & Recreation

- An all-new gymnastics spring program has launched for gymnasts ages 5-12 at the new gymnastics’ facility at the Middle School. 64 athletes have registered for this new April & May program. Since January, we’ve had 255 youth gymnasts register for our various gymnastics’ programs!
- Intro to hockey for boys and girls ages 4 through 4th grade has wrapped up with 40 youth players learning the game of hockey which was instructed by the MHS girls hockey coaches and players.
- Ice has been removed from the Action Arena for the season and expo season has started with events each weekend since.
- Working with SMSU on cooperative facilities agreement.
- Finishing hire seasonal staff.
- Bids are due for shelter at Amateur Sports Complex April 5th for April 11th Council Meeting.
- Working on contracts with CVB sponsorship/service agreements – hope to bring to Council for approval next meeting.
- Baseball and softball games will start as soon as weather and field conditions allow at various facilities.

Community Education

- Continuing to hire summer staff.
- Completed summer program planning with 35 total community education classes (70 sessions) being offered for Summer 2023. 18 of which are brand new offerings.
- Session 8 of Driver Education classroom wrapped up on March 23rd. Due to weather, there were a total of 6 days rescheduled.
- Attended the MCEA Statewide Directors meeting on March 24th.
- Completed and submitted annual Minnesota GreenStep Cities Metric Report.
- Finalized and submitted final report for the SMAC grant on the 150th “M” sculpture.
- The Adult Community Center was awarded a SHIP grant in the amount of \$2,500 to go towards a senior garden project which will include raised garden beds and seeds.
- ACC staff attended the annual MASS conference on March 30th-31st.

Studio 1

- Alex attended the National Weather Service Integrated Warning Team meeting in Sioux Falls to discuss High-End Severe Thunderstorm Communication, Preparedness, and Response and how to best communicate important messaging to residents.
- Classroom C at the MERIT Center is now fully operational with the new A/V equipment.
- Studio 1 recently provided video board coverage at Red Baron Arena for the Marshall Radio Home Show as well as the Lyon County Pheasants Forever banquet.
- The MMU Lead Water Service Line video has been completed and will be sent to specific customers by MMU directly.
- Studio 1 continues to cover sporting and community events throughout town and produce their recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 160 open permits.
- Two Avera projects, Block 100 apartment building, Harbor Freight Tools, Family Dollar, and Walmart remodeling are the largest projects under construction.
- Several projects are in the Plan Review status, including two new houses.

PUBLIC WORKS DIVISION

Engineering

- Project ST-001-2023: Chip Seal Project – Awarded to Allied Blacktop Company on 02/28/2023.
- Project ST-002-2023: Bituminous Overlay Project – Awarded to Duininck, Inc. on 03/14/2023.
- Project ST-004: Halbur Road reconstruction – Project is substantially complete.
- Project ST-006: SRTS School Pedestrian Crossing Improvements – Final change order and pay request to Duininck, Inc. approved 03/28/2023.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are being redrafted. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-008: Channel Parkway Resurfacing – Awarded to Duininck, Inc. on 03/14/2023.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction – Awarded to R&G Construction Co. on 03/14/2023. Property Owner/Business Owner meeting held 03/30/2023. Proposed start date 04/17/2023.
- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) – Awarded to Towne & Country Excavating LLC on 03/14/2023.
- Project MMU-001: TH 23 Watermain Crossing Project.

Building Maintenance

- No report.

Street Department

- No report.

Airport/Public Ways Maintenance

- No report.

Wastewater

- Staff have completed 252 preventative maintenance work orders in the last 30 days.
- Visiting with larger institutions in Marshall about the water softener optimization/rebate program.
- Will begin working on sump pump permit tagging the second week of April; was delayed due to cold weather.
- NPDES permit renewal work with Bolton & Menk continues.
- We have completed all significant Industrial User meetings.
- New televising computer and software to be installed on April 6th.
- The grinder from the main lift station has been rebuilt and reinstalled.
- Seasonal spring equipment maintenance work orders have begun.

PUBLIC SAFETY DIVISION

Fire Department

- The Fire Department responded to twenty-four (24) calls for service. Total calls for service included:
- Fire/CO2 Alarm (5)
- Fire; Structure (13)
- Medical Assist (0)
- Vehicle Accident (6)
- Other – Assist (0)

Police Department

- The Marshall Police Department responded to a total of 750 calls for the month of March. Ninety-nine (99) criminal offenses were reported with a total number of twenty-eight (28) adults and one juvenile arrested.

Officer's Report

- Alarms (20)
- Accidents (27)
- Alcohol involved incidents (2)
- Assaults (7)
- Domestic Assaults (12)
- Burglaries (0)
- Criminal Sexual Conduct (2)
- Damage to Property (4)
- Keys Locked in Vehicles (26)
- Loud Party (3)/ Public Disturbances (9)
- Thefts (14)
- Traffic Related Complaints (200)
- Vandalism (4)
- Warrant Pickups (7)
- Welfare Checks/Mental Health (31)

City Council approved the agreement with AXON body camera system. After further discussion with AXON, the agreement purchase price was reduced \$10,000. Body camera equipment was ordered and received. Before introducing the new body cameras to officers, a training will be scheduled with the AXON company. Squad cameras are not expected to be received until 2024.

Detective Report

- A 44-year-old Marshall woman was arrested for felony 1st Criminal Damage to Property. A search warrant was executed on a Marshall residence and items believed to have been used in causing the damage were seized.
- An assault with a deadly weapon case is under investigation. A Marshall woman was arrested on outstanding unrelated warrants during the investigation.
- A methamphetamine related crime involving children was investigated and forwarded to the Lyon County Attorney's Office.
- Eight thefts by swindle cases involving scams and three identity theft cases were investigated during the month of March.

- A financial transaction card fraud case involving the use of a stolen credit card multiple times at a Marshall business was investigated and forwarded to the Lyon County Attorney's Office for formal charges.
- Four cases of criminal sexual conduct were investigated during the month of March.
- Twenty child protection reports and six reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.
- Sgt. Buysse did a presentation on the detective's division and financial scams for the SMSU Gold College on March 29th.

MERIT Center

- The Department of Public Safety continues to utilize the driving track and skills pad for CDL exam testing. There were 16 exams completed on the track in March.
- In March MN West conducted a Pilot Car course and CDL training utilizing the driving track at the MERIT Center.
- On March 8th D & G conducted safety training at the MERIT Center. 68 participants attended this training.
- Blue Fire Training, LLC conducted Firefighter Officer II classes at the MERIT Center on March 10-12. 12 firefighters attended this training.
- On March 15th the Next Gen 911 Committee held their committee meeting at the MERIT Center. 15 people attended this meeting.
- Plumbology LLC conducted a plumbing continuing education course at the MERIT Center on March 17th-19th.
- On March 17th-19th Blue Fire Training, LLC held an EMR Initial course at the MERIT Center. 9 people attended this training.
- MN USDA conducted CSP Training and COC Orientation for their employees at the MERIT Center on March 22nd and March 28th for 49 employees.
- MN Farm Service Agency held a meeting on March 23rd at the MERIT Center. There were 63 participants at this event.
- The SW Regional Communications board held their board meeting at the MERIT Center on March 29th. 39 people attended this meeting.
- Members of the Marshall Police Department hosted the SMSU Gold College at the MERIT Center on March 29th. They were given a presentation of a squad car and the use of force law enforcement simulator. 9 people attended this presentation.
- The MERIT Center was utilized 25 out of 31 days in March with 314 people attending these training/events.

MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending March 2023 (YTD TOTALS)

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
	January	57	0	57	33
February	89	0	89	37	0
March	99	0	99	28	1
April					
May					
June					
July					
August					
September					
October					
November					
December					
YTD 2023	245	0	245	98	1

Averages for all Activities (Calls for Service)		
	#Calls Total	Time in Hrs Spent
January	743	316
February	757	319
March	750	318
April		
May		
June		
July		
August		
September		
October		
November		
December		
YTD 2023	2250	953

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6	7										22
Property Damage	15	25	15										55
Personal Injury	1	3	5										9
Fatalities	0	0	0										0
TOTAL 2023	25	34	27	0	86								

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61	49										155
Parking Tickets	91	75	23										189

Activities (Calls For Service)	*High Hours Expended												YTD
	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	
Alarms	11	11	20										42
Alcohol	0	3	2										5
Animal Bite	2	3	1										6
Animal Complaint	10	13	11										34
Assault	6	4	7										17
Assists	50	45	48										143
Auto Theft	3	1	0										4
Bike Found	0	4	1										5
Bike Theft	0	0	0										0
Burglary	0	3	0										3
Bus Violation	3	5	5										13
Check Forgery	0	1	0										1
Check Fraud	1	1	0										2
Civil Matters	12	10	8										30
Criminal Sex	2	3	2										7
Damage to Prp	2	2	4										8
Death Investigation	0	2	0										2
Domestics	10	15	12										37
Drugs/Narcotics	2	3	4										9
Family Matters	4	9	9										22
Fire Alarm	0	2	0										2
Gas Meal Assist	3	1	2										6
Gun Permits	4	10	15										29
Harassment	8	5	6										19
Intoxicated/Detox	2	2	3										7
Keys Locked In vehicles	27	21	26										74
Mental Health	8	9	6										23
Fraud	2	6	6										14
Parking Complaints	76	69	38										183
Party Loud Party	1	3	3										7
Pred - Sex Offender	2	2	1										5
Property Found	1	3	10										14
Public Disturbance	5	7	9										21
Pursuit	0	0	0										0
Runaway	2	3	7										12
Escort Funeral,other	13	13	8										34
Search Warrant	1	0	0										1
Suspicious Anything	38	34	42										114
Suspicious Vehicle	3	4	3										10
Tobacco Violation	1	1	2										4
Theft	17	18	14										49
Trains	1	0	0										1
Transport (Marshall PD etc)	1	2	2										5
Trespassing	10	6	6										22
Traffic Related Complaints	190	224	200										614
Unsecured Building	0	1	2										3

Vandalism	0	6	4										10
Violation of OFP	6	3	5										14
Warrant Pickups	11	5	7										23
Welfare Checks	21	27	25										73
Welfare Fraud	0	0	0										0
ERU Activated	0	0	0										0
Weapons Involved	1	1	0										2
YTD 2023	573	626	586	0	1785								

OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	5	9	5	12	3	8	15
February	13	16	16	6	17	14	7
March	4	23	25	15	13	12	7
April							
May							
June							
July							
August							
September							
October							
November							
December							

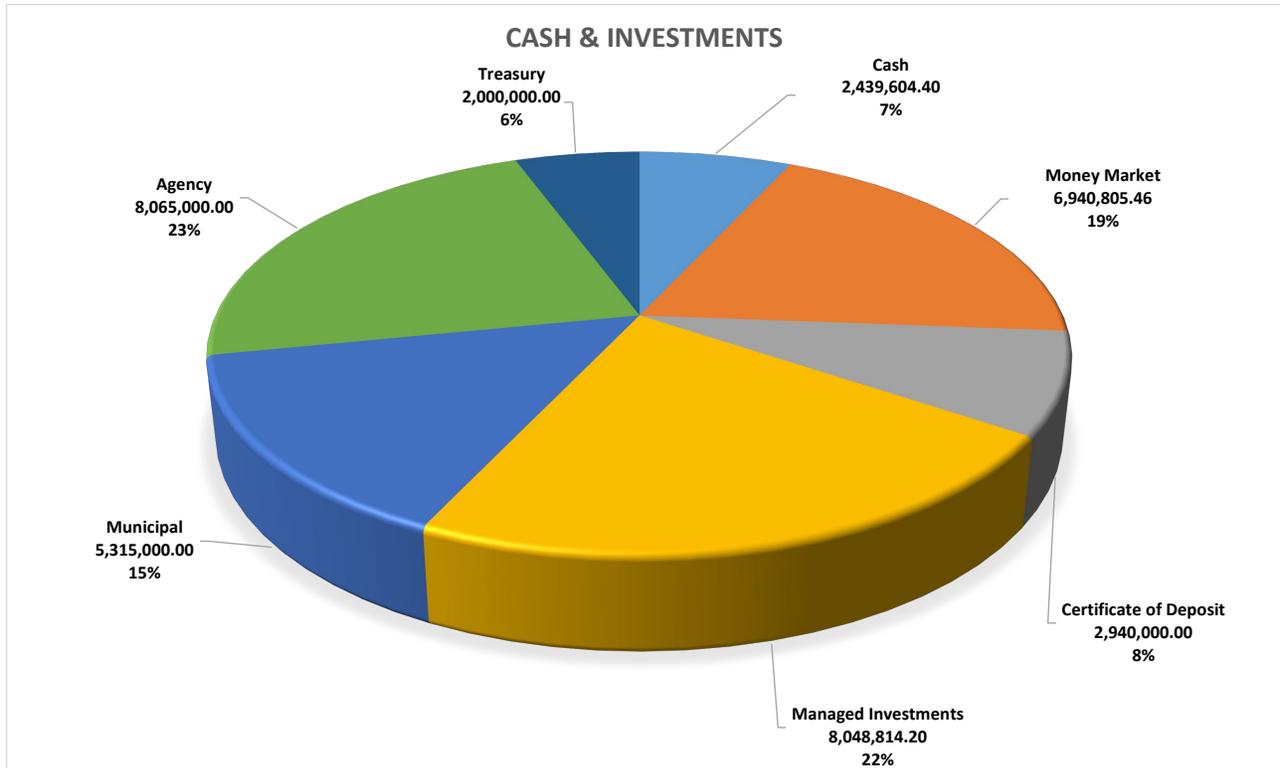
YTD 2023	22	48	46	33	33	34	29
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	23	25	28										76
Gross Misdemeanors	21	17	22										60
Misdemeanors	14	19	24										57

**City of Marshall, Minnesota
Cash & Investments
3/31/2023**

	<u>Par</u>	<u>Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	2,439,604.40	0.00%
Money Market - Bremer	282.16	1.00%
Money Market - US Bank	6,307,658.52	4.72%
Money Market - Wells Fargo	77,655.95	4.74%
Money Market - 4M	555,208.83	4.68%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	3.11% Average
Investment Portfolio - General Fund	2,624,081.27	
Investment Portfolio - WW/SW Capital Reserve	3,509,204.91	
Investment Portfolio - Endowment Fund	1,915,528.02	
Municipal - US Bank	5,315,000.00	2.25% Average
Certificate of Deposit - US Bank	1,470,000.00	2.22% Average
Agency - US Bank	4,710,000.00	1.04% Average
Treasury - US Bank	2,000,000.00	2.35%
TOTAL CASH & INVESTMENTS	<u><u>35,749,224.06</u></u>	



Applicant Name	Location Address	Description of Work	Valuation
BRELAND ENTERPRISES INC	603 PAUL ST	Interior Remodeling - ANY Work Inside, Except Fireplace	\$7,304.74
ET HEATING & COOLING	425 MAIN ST W	Both - Interior remodeling AND Air Conditioning, [duct], Furnace	\$0.00
FRONTIER MECHANICAL LLC	1221 MAIN ST E	Plumbing - Interior remodeling	\$65,000.00
GREEN MOUNTAIN CONSTRUCTION LL	1200 SUSAN DR	Plumbing - [2 new bathrooms, mop sink and water heater], New bathroom, Water heater	\$15,000.00
Jim Bach	1406 COLLEGE DR E, 1406 COLLEGE DR E, 1406 COLLEGE DR E, 1406	Doors, Interior Remodeling - ANY Work Inside, Except Fireplace, Occupancy/Use Change, Re-Siding, Windows	\$694,866.00
LAKE COUNTRY MECHANICAL INC	1406 COLLEGE DR E	Plumbing - Interior remodeling	\$0.00
melvin Welu	1401 NWAKAMA ST	Re-Roofing	\$43,000.00
N/A	1200 SUSAN DR	HVAC - Air Conditioning, Furnace	\$45,000.00
N/A	610 ERIE RD W	HVAC - Furnace	\$4,250.00
N/A	1406 COLLEGE DR E	HVAC - [RTU]	\$0.00
RONALD & DONNA SCHILLING TRSTS SCHILLING TRUST	423 6TH ST N, 423 6TH ST N	Re-Siding, Windows	\$4,300.00
SAFEBASEMENTS OF MINNESOTA INC	624 4TH ST S	Foundation Repair	\$5,400.00
SCOTT & JULIE KUECKER	704 HURON RD	Interior Remodeling - ANY Work Inside, Except Fireplace	\$4,500.00
Tyson Corley	1213 COLLEGE DR E	New Building/House	\$1,070,000.00
Zicrul Hasan	1101 COLLEGE DR E	Interior Remodeling - ANY Work Inside, Except Fireplace	\$150,000.00

2023 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 10, 2023
2. January 24, 2023

February

1. February 14, 2023
2. February 28, 2023

March

1. March 14, 2023
2. March 28, 2023

April

1. April 11, 2023
2. April 25, 2023

May

1. May 9, 2023
2. May 23, 2023

June

1. June 13, 2023
2. June 27, 2023

July

1. July 11, 2023
2. July 25, 2023

August

1. August 08, 2023
2. August 22, 2023

September

1. September 12, 2023
2. September 26, 2023

October

1. October 10, 2023
2. October 24, 2023

November

1. November 14, 2023
2. November 28, 2023

December

1. December 12, 2023
2. December 26, 2023

2023 Uniform Election Dates

- February 14, 2023
- April 11, 2023
- May 9, 2023
- August 08, 2023
- November 07, 2023

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

April

- 04/11 Interviews for Various Boards, Commissions, Bureaus, & Authorities, 4:30 PM, City Hall
- 04/11 Regular Meeting, 5:30 PM, City Hall
- 04/11 Work Session, 7:00 PM, City Hall
- 04/17 Local Board of Appeal and Equalization, 5:30 PM, City Hall
- 04/25 Interviews for Various Boards, Commissions, Bureaus, & Authorities, 4:15 PM, City Hall
- 04/25 Local Board of Appeal and Equalization Reconvene-as needed, 5:00 PM, City Hall
- 04/25 Regular Meeting, 5:30 PM, City Hall

May

- 05/09 Regular Meeting, 5:30 PM, City Hall
- 05/23 Regular Meeting, 5:30 PM, City Hall