



CITY OF MARSHALL
City Council Meeting
Agenda
Tuesday, May 09, 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 and Local Board of Appeal & Equalization Held on April 25, 2023

PUBLIC HEARING

- [2.](#) Conduct Public Hearing of Ordinance Amending Section 86-248 Outside Storage

AWARD OF BIDS

- [3.](#) Project WW-005: Highway 23 Lift Station Improvements Project – Consider Rejection of Bids

CONSENT AGENDA

- [4.](#) Consider Approval Declaring the Sounds of Summer as a Community Festival
- [5.](#) Consider Approval for a Raffle LG220 Exempt Permit for Pride in the Tiger Foundation
- [6.](#) Consider Approval for a Temporary Liquor License for the Marshall Area Chamber of Commerce
- [7.](#) Consider Request of Performance Foodservice for Street Closure on Saturday-June 10, 2023
- [8.](#) Consider Approval of a Memorandum of Agreement Between the City and LELS Local 245 Approving Juneteenth as a Holiday
- [9.](#) Consider Amendment of the 2023 Wage Schedule for Temporary and Seasonal Employees
- [10.](#) Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

- [11.](#) Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project – Consider MnDOT Contract No. 90606A01 (Amendment No. 1 to 2007 MnDOT Cooperative Construction Agreement No. 90606-R) for Signal located at TH59 (W Main Street) & N 3rd Street
- [12.](#) Consider Amendment to Sec. 74-122 (b) regarding Snow Emergency Declaration - Adoption of Ordinance
- [13.](#) Consider Approval of an Amendment to the Organizational Structure
- [14.](#) Lease of Downtown Parking Lot for Public Use, Terms for Use and Improvement
- [15.](#) Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

COUNCIL REPORTS

- [16.](#) Commission/Board Liaison Reports
- [17.](#) Councilmember Individual Items

STAFF REPORTS

- [18.](#) City Administrator
- [19.](#) Director of Public Works/City Engineer
- [20.](#) City Attorney

ADMINISTRATIVE REPORTS

- [21.](#) Administrative Brief

INFORMATION ONLY

- [22.](#) Building Permits

MEETINGS

- [23.](#) 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, May 9, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting and Local Board of Appeal & Equalization Held on April 25, 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 April 25 be approved as filed with each member and that the reading of the same be waived.

Local Board of Appeal and Equalization Reconvene Meeting
April 25, 2023 @ 5:00 p.m.
Marshall City Council Chambers

LBAE Members Present: Byrnes, Schafer, Lozinski, Meister, Schroeder, Moua-Leske, Alcorn

LBAE Members Absent: None

Staff Present: David Parsons, Carolyn Runholt, Doris Huber, Sharon Hanson, Steven Anderson

Mayor Byrnes reconvened the 2023 Local Board of Appeal and Equalization on April 25, 2023, at 5:00 pm in the Marshall City Council Chambers.

The meeting was turned over to Assessor Parsons. A correction was made to Parcel 27-652019-0, which should have an address of 705 Nuese Lane.

There were no general questions from the LBAE members.

The LBAE reviewed the recommendations.

27-156005-0 – Joan Haugen (110 Parkview Drive)

The above property owner was represented by her neighbor, Donna Slettedahl at the April 17th LBAE meeting. The property owner's concern was over the large increase in the prior year's EMV and the payable 2023 taxes. Sales information was shared with the homeowner along with other data regarding property values in her respective neighborhood. Motion by Schaefer, seconded by Lozinski to affirm the 2023 proposed estimated market value of \$196,200 for Parcel 27-156005-0.

Discussion: None. All voted in favor of the motion.

27-156006-1 – Donna Slettedahl (112 Parkview Drive)

The above property owner attended the April 17th LBAE meeting. The property owner's primary concern was the large increase in EMV from the prior year along with payable 2023 taxes. After the meeting, staff shared sales in the property owner's respective neighborhood along with other data regarding property values. The recommendation is to affirm the 2023 proposed estimated market value of \$244,800 for Parcel 27-156006-1 located at 112 Parkview Drive. Motion by Schaefer, seconded by Alcorn to affirm the 2023 proposed estimated market value of \$244,800 for Parcel 27-156006-1 located at 112 Parkview Drive. Discussion: None. All voted in favor of the motion.

27-652019-0 – Sara VanLeeuwe (705 Nuese Lane)

The property owner was in attendance for information only. Even though there was no formal appeal, it is still recommended that the LBAE Board affirm the 2023 EMV in the event the property owner would wish to carry an appeal to the Lyon County Board of Appeals. Motion by Lozinski, seconded by Moua-Leske to affirm the 2023 proposed estimated market value of \$209,500 for Parcel 27-652019-0 located at 705 Nuese Lane. Discussion: None. All voted in favor of the motion.

27-210003-0 – William & Mary Schuna (616 W.Thomas Ave)

The above property owners were in attendance for the April 17th LBAE meeting. The property owners were interested in sales that have occurred in their respective neighborhood used to produce the 2023 EMV. Staff followed up with the property owners and shared sales in their area. The recommendation is to affirm the 2023 proposed estimated market value of \$169,100 for Parcel 27-210003-0 located at 616 West Thomas Avenue. Motion by Lozinski, seconded by Moua-Leske to

affirm the 2023 proposed estimated market value of \$169,100 for Parcel 27-210003-0 located at 616 West Thomas Ave. Discussion: None. All voted in favor of the motion.

27-209007-0 – Emmet Bakke (614 Kathryn Ave)

The above property owner attended the April 17th LBAE meeting. The property owner’s primary concern was the large increase in EMV from the prior year along with payable 2023 taxes. After the meeting, staff shared sales in the property owner’s respective neighborhood along with other data regarding property values. Motion by Lozinski, seconded by Schafer to affirm the 2023 proposed estimated market value of \$193,100 for Parcel 27-209007-0 located at 614 Kathryn Ave. Discussion: None. All voted in favor of the motion.

27-415006-0 – LivefreeMG LLC (1000 N.4th St)

This change is being brought forward as an assessor’s recommendation. Lyon County and city staff have reviewed statutes and since the LBAE meeting has not yet been adjourned, an assessor may still bring forward recommendations to the LBAE Board. However, since the property owner did not attend the Local Board of Appeal and Equalization meeting, or contact our office prior, they may not appeal this recommendation. The property sold on 6/8/2022 for \$120,000. The property owner contacted our office and requested we review the 2023 proposed EMV. An interior inspection had not been completed since 1/26/2015. Carolyn viewed the property on 4/21/2023. Appropriate changes were made to the condition of the home resulting in a slight decrease.

Motion by Schaefer, seconded by Lozinski to reduce the 2023 proposed estimated market value from \$140,700 to \$133,300 for Parcel 27-415006-0 located at 1000 N. 4th St. Discussion: None. All voted in favor of the motion.

The LBAE reviewed the information for the “Mall Property” which consists of five parcels.

27-516001-0 – First Premier Bank (110 Market St)

The recommendation is to reduce the 2023 proposed estimated market value from \$223,600 to \$197,400 for Parcel 27-516001-0 located at 110 Market St. Motion by Schaefer, seconded by Schroeder to reduce the 2023 proposed estimated market value from \$223,600 to \$197,400 for Parcel 27-516001-0 located at 110 Market St. Discussion: Meister questioned if the decrease was based on the bank’s appraisal or the city’s inspection. Assessor Parsons indicated these properties were formally appealed by letter from the current owner. All prior offers have fallen through, and he has received a list of deficiencies from the owner. All voted in favor of the motion.

27-516002-0 – First Premier Bank (106 Market St)

The recommendation is to reduce the 2023 proposed estimated market value from \$181,400 to \$159,700 for Parcel 27-516002-0 located at 106 Market St. Motion by Lozinski, seconded by Moua-Leske to reduce the 2023 proposed estimated market value from \$181,400 to \$159,700 for Parcel 27-516002-0 located at 106 Market St. Discussion: None. All voted in favor of the motion.

27-516003-0 – First Premier Bank (107 Market St)

The recommendation is to reduce the 2023 proposed estimated market value from \$165,400 to \$152,000 for Parcel 27-516003-0 located at 107 Market St. Motion by Lozinski, seconded by Schroeder to reduce the 2023 proposed estimated market value from \$165,400 to \$152,000 for Parcel 27-516003-0 located at 107 Market St. Discussion: None. All voted in favor of the motion.

27-516004-0 – First Premier Bank (111 Market St)

The recommendation is to reduce the 2023 proposed estimated market value from \$174,500 to \$163,900 for Parcel 27-516004-0 located at 111 Market St. Motion by Meister, seconded by Schaeffer to reduce the 2023 proposed estimated market value from \$174,500 to \$163,900 for Parcel 27-516004-0 located at 111 Market St. Discussion: None All voted in favor of the motion.

27-516005-0 – First Premier Bank (1420 E. College Dr)

The recommendation is to reduce the 2023 proposed estimated market value from \$2,024,000 to \$712,400 for Parcel 27-516005-0 located at 1420 E. College Dr. Moua-Leske questioned where this parcel was, and why such a large reduction. Parsons indicated this is the actual mall building. The other parcels were the parking lot. Motion by Schaefer, seconded by Moua-Leske to reduce the 2023 proposed estimated market value from \$2,024,000 to \$712,400 for Parcel 27-516005-0 located at 1420 E. College Dr. All voted in favor of the motion.

Motion by Lozinski, seconded by Schroeder to adjourn the April 25, 2023, LBAE Reconvene meeting at 5:15 p.m. All voted in favor of the motion.

Respectfully Submitted,



Doris Huber, Assessment Technician

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, April 25, 2023**

The regular meeting of the Common Council of the City of Marshall was held April 25, 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; Jason Anderson, Director of Public Works/City Engineer; E.J. Moberg, Director of Administrative Services; Amanda Beckler, Community Education Coordinator; Dave Parsons, City Assessor; Jim Marshall, Director of Public Safety; Quentin Brunsvold, Fire Chief; Ilya Gutman, Plans Examiner and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

Consider Approval of the Minutes from April 11th & the Local Board of Appeal & Equalization on April 17th

No amendments were made to the minutes.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the minutes from April 11th and the LBAE from April 17th. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Conduct Public Hearing of Ordinance Amending Section 86-230 Required Number of Spaces

Minimal changes were made to the ordinance regarding parking spaces. One of the changes was made because of analyzing a specific request for parking to significantly exceed current requirements. The changes were made to Dwellings of one to four units, and to Motor vehicle repair. Staff also removed the limit to the maximum number of spaces to let businesses be in more control of their parking. The Planning Commission and the Legislative & Ordinance Committees both recommended the proposal be brought to council for approval.

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

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to approve Ordinance 23-007 amending the number of required spaces. 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

No requests were made to remove any items from the consent agenda for additional discussion.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the consent agenda as presented. 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 the 2023-2024 Township Fire Services Agreements
- Consider Approval for a Temporary On-Sale Liquor License for the Knights of Columbus Fundraiser
- Consider Approval of Amendments to Ordinance Division 2-VI-11 Adult Community Center Commission
- Consider Amendment to Sec. 74-122 regarding Snow Emergency Declaration
- Introduction of Ordinance Amending Section 86-248 Outside Storage and Call for Public Hearing
- Consider Authorization to Declare Vehicles as Surplus Property for the Marshall Police Department
- Consider Approval for a Raffle LG220 Exempt Permit for Holy Redeemer
- Consider Approval of the Bills/Project Payments

Request for Conditional Use Permit by Western MN Municipal Power Agency

An orderly annexation took place last year on a piece of property that was zoned agricultural (1200 N. 7th Street). Under a conditional use permit solar panels are allowed in zone A – Agricultural District. A public hearing was held by the Planning Commission on April 12 and the permit was recommended to be approved by city council with the following conditions:

1. That the regulations, standards, and requirements as set forth in the City Code and as pertain to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Conditional Use Permit if any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.
3. That the property is maintained to conform to the Zoning Code and not cause or create negative impacts to adjacent existing or future properties.

Luke Gildemeister, the representative from US Solar, was present and explained that the project consists of a 10 mega-watt solar garden and a 5 mega-watt battery storage system. US Solar oversees construction and implementation and once the project gets close to completion the solar garden will be sold and transferred to Western MN Municipal Power Agency.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to approve Resolution 23-039 granting a conditional use permit for 1200 N. 7th Street. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Contract Allowing MRES to Become MMU’s Administrator of the New WAPA Renewable Energy Credits

Dave Schelkoph, General Manager for Marshall Municipal Utilities presented the contract from Missouri River Energy Services. Starting in 2023, Western Area Power Administration (WAPA) has created and credited Renewable Energy Credits (REC) associated with the hydroelectric power they produce and deliver to all their power contract holders. MMU is a preferred customer of WAPA and is one of those contract holders. As the WAPA RECs are now recognized by the utility industry, they are now subject to the same regulations concerning all forms of REC contracted throughout the U.S. As MRES is already performing this REC administrative work for all REC purchased by our customers through the Bright Energy Choices program, MRES is offering their services to administer the MMU allotted WAPA REC. This service is being offered at no cost to MMU.

The Marshall Utilities Commission recommended the approval of the contract, and Attorney Dennis Simpson reviewed the document.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve the contract allowing MRES to become MMU’s administrator for new WAPA RECs. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Missouri River Energy Services & MMU Reserve Capacity Agreement

Missouri River Energy Services (MRES) provides approximately 75% of the electricity for the city of Marshall. During the 2023 budget process at MRES, it was proposed and adopted to change the Reserve Capacity Agreement (RCA) between MRES and its members. The changes were to promote membership development of distributive generation with cash incentives and larger monthly payments that would increase the power capacity of MRES to better serve their membership. Under the new agreement monthly payments to MMU will increase from \$2.00/KW/Month to \$5.00/KW/Month. In addition to this increase, an additional \$2.00/KW/Month for ten years will be given to MMU as up-front payment for all new generation installed and in service. The current generator at MMU needs to be replaced as it is 15 years old and in need of repair. MMU has not gone forward with a replacement plan to date because to do so

MMU would have to increase electrical rates to pay for a new generation project. MRES and the new RCA will significantly increase payments to the membership for distribution generators. This increase in compensation is significant enough that MMU can replace/add to our generator capacity resulting in little to no inflationary pressure on rates. MMU is considering using reciprocating diesel-powered engines, 5-6 units are being considered. Like the previous RCA, there is no cost to unilaterally leave the agreement should a member choose to do so.

Motion made by Councilmember Meister, Seconded by Councilmember Alcorn to approve the agreement with MRES and to allow the MMU General Manager to sign the exhibits. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project AP-003: Airport Snow Removal Equipment (SRE) Building - Consider Rejection of Bids

One bid was received from Sussner Construction, Inc. in the amount of \$4,346,000, which substantially exceeds the construction cost estimate of \$3,118,023 for construction costs. Total estimated project budget, including construction administration and special testing costs, was \$3,353,023. The Airport Commission met on 04/04/2023, discussed and recommended a re-evaluation of the project scope, bidding requirements and potential cost control measures for the City's review/consideration.

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

Project ST-003: South 1st Street/Greeley Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment

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

Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. The term of the assessment repayment is proposed by staff to be 8 years. The City has no formal written policy on the term but has followed an administrative past practice to generally match the assessment repayment to the bond repayment term. If the assessment is substantially higher in cases such as commercial assessments, it may be appropriate to increase the assessment repayment term. Alternatively, on smaller assessment projects consideration could be made to shorten the assessment term. One other item to note is that if additional principal is paid each year the interest is recalculated annually to address the payments. Therefore, there is no penalty for individuals to repay on a more accelerated schedule if they choose. The hearing date is currently set for May 23rd.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve Resolution 23-032 declaring costs to be assessed. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve Resolution 23-033 setting a hearing date for proposed assessments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-004: Halbur Road Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment

The project consisted of reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer will be replaced with a concrete paved surfacing. This project also included new curb & gutter, driveway aprons, and sewer services to the right-of-way. The hearing date is currently set for May 23rd.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve Resolution 23-034 declaring costs to be assessed. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve Resolution 23-035 setting a hearing date for proposed assessments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project – 1) Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment; 2) Resolution for Hearing on Proposed Assessment

The project included street and utility reconstruction of W. Lyon Street from College Drive to N. 1st Street including street, sidewalk, curb and gutter, driveways, water main, sanitary sewer, and sewer and water service lines to the right of way. The hearing date is currently set for May 23rd. Mayor Byrnes asked for clarification on the sidewalk adjacent to the construction. Jason Anderson confirmed the sidewalk which was not a part of the project will be completed by the Block 100 developer.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve Resolution 23-036 declaring costs to be assessed. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to approve Resolution 23-037 setting a hearing date for proposed assessments. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Consider a Resolution Providing for the Issuance and Sale of the City's GO Bond Series 2023A

With the rejection of bids for the SRE Building the total amount of issuance would now be \$5,190,000 instead of \$6,295,000. The resolution includes language that allows the terms of the proposal to withdraw the Airport Bond portion. GO Bond Series 2023A will now consists of:

Abatement (Parking Lot & City Park Improvements) \$600,000
Street Reconstruction (N. 3rd ST/ W Lyon St.) \$3,680,000
Utility Revenue (Legion Field Stormwater) \$910,000

Motion made by Councilmember Alcorn, Seconded by Councilmember Moua-Leske to approve Resolution 23-038 providing for the issuance and sale of GO Bond 2023A. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

The council met earlier in the day to conduct interviews for the Marshall Municipal Utilities Commission. Three applicants were interviewed. Mayor Brynes made the recommendation to appoint Michael Tao with a term ending 5/31/2028.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to appoint and affirm the recommendation for Michael Tao. 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 SWRDC: New staff include a planner and finance director. Talked in depth about the revolving load fund for the region.
Fire Relief Assoc: The fund performance at the end of 2022 was negative but has since recovered, a couple of retirements are expected.
- Schafer MERIT Center Commission: Updates were given on the number of courses and events that happened so far. MERIT is in the bonding bill to complete the rifle/handgun range.
- Meister No report.
- Schroeder EDA: Finalized the strategic plan.
Planning Commission: Held the public hearing for the CUP.
- Alcorn MMU: The backup turbine generator is down and is scheduled to be back up and running by the end of May. MMU will be adding a F150 Lightning to its fleet and the truck is expected to arrive by the end of summer.
- Moua-Leske CVB: Will be donating \$40,000 for a Visit Marshall party deck at Legion Field. Prairie Jam has been scheduled and will be at SMSU again this year.
- Lozinski Pool Committee: Has started up once again and is beginning planning in hopes that the pool is included in the tax bill.

Councilmember Individual Items

Councilmember Lozinski commented on street sweeper kept by the street department and the cleanliness of the city streets.

Councilmember Moua-Leske brought up the Bird scooters are now available for use and to be mindful of where they are being parked as a number have been left in locations that block entrances and exits.

City Administrator

The final draft of the Indoor/Rec study will be brought forward to a work session on May 23rd. Registration for Summer activities opens on May 3rd and will be a busy time for community services. Conversations are ongoing with pickle ball enthusiasts and court space.

Director of Public Works/City Engineer

The Wastewater Treatment Facility received accommodation from the MPCA. The 3rd/Lyon Street reconstruction is in full swing.

City Attorney

The MN House of Representatives have passed a version of a marijuana bill and has now moved onto the Senate. The THC moratorium will need to be repealed and an interim ordinance would need to be adopted.

Informational Only

There were no questions on the informational only items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 6:27 PM Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, May 9, 2023
Category:	PUBLIC HEARING
Type:	INFO/ACTION
Subject:	Conduct Public Hearing of Ordinance Amending Section 86-248 Outside storage
Background Information:	<p>This section was amended several years ago to allow a single shipping container in a general business district as an interim use permit. This change was a result of a specific request since prior to that shipping containers were not permitted in business districts. However, after some conversations – internal and external – staff concluded that a limitation of just one shipping container may be relaxed because the ordinance requires a fencing around to mask them from public right of way anyway, and, on the other hand, also allows open storage behind fences.</p> <p>The proposed change will limit the total area of containers rather than the number of them, with suggested number being an equivalent of three 40’ x 8’ containers; a limitation of the area as a percentage of the building area on site will allow avoiding multiple containers placed next to smaller buildings, which would look disproportionate. This will also encourage owners to build an addition if a larger storage area is desired. Additionally, the change will allow storage units other than standard shipping containers, again, due to the reason they will be fenced off anyway and will not be visible.</p> <p>These changes have been presented at the Legislative & Ordinance Committee April 4, 2023, and recommended for approval.</p> <p>At the April 12, 2023, regular Planning Commission meeting, Muchlinski made a motion, second by Deutz to recommend to city council an approval as recommend by staff. All voted in favor of the motion.</p> <p>The Ordinance Amending Section 86-248 Outside storage was introduced at the April 25, 2023, City Council meeting.</p>
Fiscal Impact:	None
Alternative/ Variations:	None Recommended
Recommendations:	<p>that the Council close the public hearing on the Ordinance Amending Section 86-248 Outside storage.</p> <p>that the Council adopt Ordinance No. 23-009, which is the Ordinance Amending Section 86-248 Outside storage.</p>

Section 86-248 Outside Storage

- (a) In all classes of residential districts, open storage and accumulation of materials and equipment shall be prohibited. In all other zoning districts, open storage of materials and equipment shall be prohibited in the required front, side, and rear yards, except storage shall be allowed in the required rear yard in industrial districts. Unless prohibited elsewhere in the ordinance, any other outside storage, including outdoor storage tanks, shall be located or screened so as not to be visible from public right-of-way, public parks or any lot within 500 feet in any of the classes of business or residence districts, except in industrial and agricultural zoning districts screening from public right-of-way is not required. The screening may be achieved by fencing or landscaping means compliant with section 86-247. In all classes of business districts, the storage area shall be paved or graveled to control erosion and shall be properly maintained. Temporary storage of building materials intended for construction use on premises shall be allowed during ongoing construction and up to two weeks prior to construction and is exempt from the above requirements provided a valid building permit is obtained.
- (b) Outdoor display of retail merchandise intended for sale or rent and open to public shall be allowed in all classes of business and industrial districts. In all classes of business districts, the display area, except live plants sales area, shall be paved to control dust and erosion and facilitate access to, and moving of, displayed products. Except licensed automobile, motorcycle, off-road vehicle, and boat sales lots, and small motorized farm and lawn care equipment sales, the display area shall not be located in the required front and side yards. Outdoor display areas adjacent to any of the classes of residence districts shall be screened by fencing or landscaping means compliant with section 86-247. Outdoor display area shall be adequately lighted.
- (c) In all classes of residential districts and residential properties within other zoning districts, outdoor display and sale shall be allowed during garage and yard sales only. The display and sales area shall be located entirely within the pertinent residential property.
- (1) Any related signage shall be limited to premises and to other private properties provided permission from the property owners is obtained; all signage shall be erected not earlier than one-day before sale and shall be removed at the termination of the sale. Such signs shall be limited to three square feet each.
 - (2) There shall be no more than four garage sales conducted during any period of 12 calendar months; there shall be no more than two garage sales conducted during any period of 30 calendar days; there shall be no garage sales conducted for more than four consecutive days; and there shall be no garage sales conducted before 7:00 a.m. or after 8:00 p.m.
- (d) Building enlargement and expansions over 50 percent of existing building footprint area, construction of additional buildings on site, or changes of use resulting in new exterior storage or display area shall cause an exterior storage/display area review by city staff for ordinance compliance.
- (e) Trash, garbage, refuse, recycling materials or any other items intended for disposal shall be stored in designated containers or dumpsters which, with the exception of R-1 and R-2 residence districts, shall be located within areas set for collection of garbage as prescribed by section 50-23. In R-1 and R-2 residence districts trash cans shall not be stored in the required front yard except on the day of garbage collection. In R-1 and R-2 residence districts furniture and other bulky items may be left at the curb for pick up by the licensed garbage hauler or anywhere in the front yard for anyone to take for no more than 48 hours. In all classes of business and industrial districts, similar items intended for disposal may be piled together for temporary storage no

longer than six months within garbage collection areas in a single stack not higher than five feet and with area no more than 100 square feet.

- (1) In all classes of multiple-family and business districts, garbage collection areas shall be paved and fully enclosed with secured access and shall not be located in the required front yard. The enclosure shall be between five and six feet high and fully opaque. If it is located next to the building, it shall be finished with materials matching the exterior of the building. Enclosure requirement does not apply in the Downtown district.
 - (2) Temporary construction dumpsters intended for demolition and other construction debris may be located outside of such enclosures during ongoing construction and up to one week before and after construction provided a valid building permit is obtained. No temporary construction dumpster shall be set on public right-of-way or public parking lot unless a city permit is secured.
- (f) Storage ~~units~~~~containers, including, but not limited to, trailers, semi-trailers, cargo and shipping containers, and PODS,~~ are not allowed as permanent storage ~~units~~ in all classes of residential or business districts. Storage units include motor vehicle trailers, including semi-trailers, designed to carry cargo; cargo or shipping containers constructed out of prefabricated metal and designed for overseas shipping or mounting on rail cars or truck trailers; or steel framed, weatherproof moving containers, commonly known as PODS. Utilization of a single unit is allowed for temporary storage for no more than 30 days in a calendar year; the 30 days limit may be extended up to 180 days by an interim use permit. The above listed units used for temporary construction related storage shall be allowed during an ongoing construction project and up to a month prior to construction, provided a valid building permit is obtained. As an exception, ~~storage units~~~~shipping containers~~ totaling less than ~~1,000~~~~340~~ square feet or ten percent of the main building area, whichever is less, may be permitted by an interim use permit in a B-3 general business district, with the following conditions:
- (1) The containers shall not be placed in any front or required side or rear yard.
 - (2) The containers shall be located so as not to be visible from ~~adjacent~~ public right-of-way, public parks, or any lot ~~within 500 feet~~ in any of the classes of business or residence districts within 500 feet of the containers. It may be screened by fencing or landscaping means compliant with section 86-247. If a fence taller than otherwise permitted by the Ordinance is required for screening by an interim use permit condition, a variance for such fence construction shall not be required.
 - (3) The containers shall be new or freshly painted with neutral colors with no painted signage, lettering, or advertising and shall be properly maintained.
 - (4) The interim use permit shall expire when the property changes ownership or earlier as approved by the Council.
- (g) In all classes of residential districts, a licensed boat, open or closed trailer, camper, motor-home, recreational vehicle or other motorized vehicle, but no more than three units, may be stored outside on the property as regulated in section 74-131. One snowmobile, ATV, golf cart, riding mower, trailer, boat, or camper can be displayed for sale in the front yard, provided it has not been purchased or consigned for resale and is not displayed for longer than seven consecutive days or longer than 30 days in a calendar year. No storage or accumulation of any materials in trailers is permitted.

(Code 1976, § 11.19(3)(A)(2); Ord. No. 687, § 1, 6-10-2014; Ord. No. 749 2nd series, § 1, 6-23-2020; Ord. No. 21-002, § 1, 4-27-2021)

Editor's note(s)-Ord. No. 687, § 1, adopted June 10, 2014, amended the title of § 86-248 to read as set out herein. Previously § 86-248 was titled storage of materials.

HISTORY

Amended by Ord. 22-005 on 5/10/2022

SUMMARY ORDINANCE NO. 23-009
AMENDING CHAPTER 86, ARTICLE VI, DIVISION 4, SECTION 86-248 OUTSIDE STORAGE

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

Section 1: City Code of Ordinances, Chapter 86-Zoning, Division VI-4, Performance Standards, is hereby amended in Section 86-248, in summary as follows:

The total area of containers will have a limit instead of a maximum number of containers and will allow for a variety of storage units if they are fenced and not visible in the public right of way.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 23-009.

It is hereby directed that only the above Title and Summary of Ordinance No. 23-009 be published conforming to Minnesota Statutes §331A.01 with the following:

NOTICE

Persons interested in reviewing a complete copy of the Ordinance may do so at the office of the City Clerk, City Offices, 344 West Main Street, Marshall, Minnesota 56258.

Section 3: This Ordinance shall take effect after its passage and summary publication.

Passed and adopted by the Common Council this 9th day of May 2023.

THE COMMON COUNCIL
Robert Byrnes
Mayor of the City of Marshall, MN

ATTEST:
Steven Anderson
City Clerk

Presenter:	Jason Anderson
Meeting Date:	Tuesday, May 9, 2023
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project WW-005: Highway 23 Lift Station Improvements Project – Consider Rejection of Bids
Background Information:	<p>The general scope of the project included the following major components:</p> <ul style="list-style-type: none"> • 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. • Bypass pumping of the lift station while renovation work is being completed. <p>Bids were received on April 19, 2023. One bid was received from KHC Construction, Inc. of Marshall, Minnesota in the amount of \$996,000.00. The project budget estimate was \$580,000. The bid received was responsive based on the Contract Documents issued for the bid. The bid is significantly above the project budget for this work.</p> <p>Please see attached Bid Evaluation memorandum from Bolton & Menk, Inc. dated May 3, 2023.</p> <p>This item was presented to the Public Improvement/Transportation at their meeting on April 25, 2023. All voted in favor of the recommendation to City Council to reject the bid received and for City staff to proceed with phasing the project to meet our capital budget. This may include completion of Phases 1 & 2, as identified in Bolton & Menk’s memo, in 2023.</p>
Fiscal Impact:	The bid received exceeds the project cost estimate of \$580,000. No direct fiscal impact if bids are rejected.
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council reject the bid received from KHC Construction, Inc. of Marshall, Minnesota, in the amount of \$996,000.



MEMORANDUM

Date: May 3, 2023
To: Scott Truedson
Superintendent, Wastewater Treatment Facility
City of Marshall
From: Jon D. Peterson P.E., Bolton and Menk Inc.
Subject: Highway 23 Lift Station Improvements- Bid Evaluation

Bids were received on April 19, 2023, for the Highway 23 Lift Station Improvements project in Marshall, Minnesota. The single bid received from KHC Construction was \$996,000. The project budget estimate was \$580,000. The bid received was responsive based on the Contract Documents issued for the bid. The bid is significantly above the project budget for this work.

With the bid received nearly double the budget for the project, we have evaluated options for implementing this project in phases should the City choose not to award this contract. These phases could be implemented over the next 2-3 years, allowing the City to implement budgeting for the work. A summary of these phases and the estimated budget for the work is as follows:

Phase 1: Implement upgrade of the Variable frequency drives (VFD's) and installation of the Automatic Transfer switch. Budget estimate for this work is \$60,000.

Phase 2: Purchase and install 2 submersible pumps on the existing guide rail systems. Budget estimate for this work is \$135,000.

Phase 3: Purchase and install a second set of 2 submersible pumps on the existing guided rail system. Budget estimate for this work is \$155,000.

Phase 4: Take the Lift Station offline, and complete the following work:

- Renovation of wet well structure with concrete repair as needed, and new coating system.
- Installation of new piping and guide rails in the wet well structure.
- Installation of new conduit and junction box between the Motor Control center and the lift station wet well structure.
- Bypass pumping of the lift station while renovation work is being completed.

Budget estimate for this work is \$275,000.

The work in Phase 4 would be bid to procure pricing. Work in Phases 1,2 and 3 could be undertaken with quotes for the work scope, and utilization of City forces to install new pumps and manage the work. The budget estimate for each phase does not include any allocation for engineering or staff management time.

Presenter:	Steven Anderson
Meeting Date:	Tuesday, May 9, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval Declaring the Sounds of Summer as a Community Festival
Background Information:	The Sounds of Summer Committee has submitted a letter requesting that the city declare “Sounds of Summer” celebration as a Community Festival. The annual event is scheduled to take place Thursday, August 17 through Sunday, August 20, 2023.
Fiscal Impact:	N/A
Alternative/ Variations:	
Recommendations:	To approve a resolution declaring Sounds of Summer as a Community Festival.

RESOLUTION NUMBER 23-040

**AUTHORIZATION TO DECLARE THE SOUNDS OF SUMMER CELEBRATION AS A
COMMUNITY FESTIVAL**

WHEREAS, the Sounds of Summer Committee is planning to entertain the residents of Marshall and the surrounding area; and

WHEREAS, everyone enjoys a great parade, open-air concerts, fun and exciting activities for all ages; and

WHEREAS, due to the fantastic community event and celebration that was held in the past by Schwan's the Chamber of Commerce did determine that we need to celebrate our hometown of Marshall with a summer festival; and

WHEREAS, the Sounds of Summer Committee will be holding the Community Festival in August, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the City Council declares the Sounds of Summer Community event scheduled for August 17, 2023 through August 20, 2023 as a "Community Festival".

Passed and adopted by the Common Council this 9th day of May 2023.

Mayor of the City of Marshall

ATTEST:

City Clerk



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 25, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Raffle LG220 Exempt Permit for Holy Redeemer
Background Information:	Holy Redeemer will be holding a raffle on July 29, 2023, at their Campus Religious Center. Gambling permits are issued by the State of MN but require local approval before submittal.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the LG220 Exempt Permit.

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: HOLY REDEEMER COUNCIL 1621 K OF C Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: P.O. Box 1105

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

Name of Chief Executive Officer (CEO): Jeff Yorde

CEO Daytime Phone: 507-537-1825 CEO Email: jeffyorde@iw.net
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): [REDACTED]

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

A current calendar year Certificate of Good Standing
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

IRS income tax exemption (501(c)) letter in your organization's name
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Campus Religious Center

Physical Address (do not use P.O. box): 1418 Birch St

Check one:

City: Marshall Zip: 56258 County: Lyon

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 29, 2023

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

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

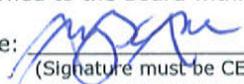
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  _____ Date: 4/20/2023

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

Print Name: Jeff Yorde

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Checklist for Exempt Raffle

Organization Name: HOLY REDEEMER COUNCIL 1621 K OF	Previous Gambling Permit #: [REDACTED]	Date of Raffle Drawing: July 29, 2023
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INSTRUCTIONS:

- The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the *Lawful Gambling Manual* chapter on raffles; 3) the online class, "*Conduct of Raffles*"; and 4) the *phone number and email address* of your county's Compliance Specialist.
- After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle.

		<ul style="list-style-type: none"> • If tickets will be sold prior to the event, mark "Yes" to item #1 and mark "N/A" to items #2 and #3. • If tickets are sold only at the event using theater tickets, mark "N/A" to item #1 and answer "Yes" to items #2 and #3. 	Yes	Conduct
<input type="checkbox"/>	<input type="checkbox"/>	1. Tickets are printed in accordance with MN Rule 7861.0310 .	<input checked="" type="checkbox"/>	9. Only cash, personal checks, cashier's checks, money orders, travelers' check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Tickets contain the sequential number of the raffle ticket. (349.173)	<input checked="" type="checkbox"/>	10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization's control. (349.173)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)	<input checked="" type="checkbox"/>	11. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	12. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. The organization is the sole owner of all the real or personal property to be awarded. (7861.0260)	<input checked="" type="checkbox"/>	13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)	<input checked="" type="checkbox"/>	House Rules
<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)	<input checked="" type="checkbox"/>	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)	<input checked="" type="checkbox"/>	Post Raffle Conduct
<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)	<input checked="" type="checkbox"/>	15. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
			<input checked="" type="checkbox"/>	16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
			<input checked="" type="checkbox"/>	17. Gambling records must be kept for 3½ years. (7861.0310)

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.

Signature:	Date: 4/20/2023	Print Name: Jeff Yorde
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<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application.</p>	<p>Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public</p>	<p>Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format (i.e., large print, braille) upon request.
An equal opportunity employer



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, April 25, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary Liquor License for the Marshall Area Chamber of Commerce
Background Information:	The Marshall Area Chamber of Commerce will be hosting a Business After Hours event at Avera Therapy located at 1104 E. College Dr. on June 14 th .
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for the Marshall Area Chamber of Commerce.



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

Name of organization	Date organized	Tax exempt number	
Marshall Area Chamber of Commerce	2-11-1930	[REDACTED]	
Address	City	State	Zip Code
317 W. Main St. Suite 2	Marshall	MN	56258
Name of person making application	Business phone	Home phone	
Brad Gruhot	507-532-4484		
Date(s) of event	Type of organization		
June 14 th	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Mike vanDiehle	Marshall	MN	56258
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	

Location where permit will be used. If an outdoor area, describe.

Avera Marshall/Avera Therapy 1104 E. College Dr.

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

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

APPROVAL

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

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

Signature City Clerk or County Official

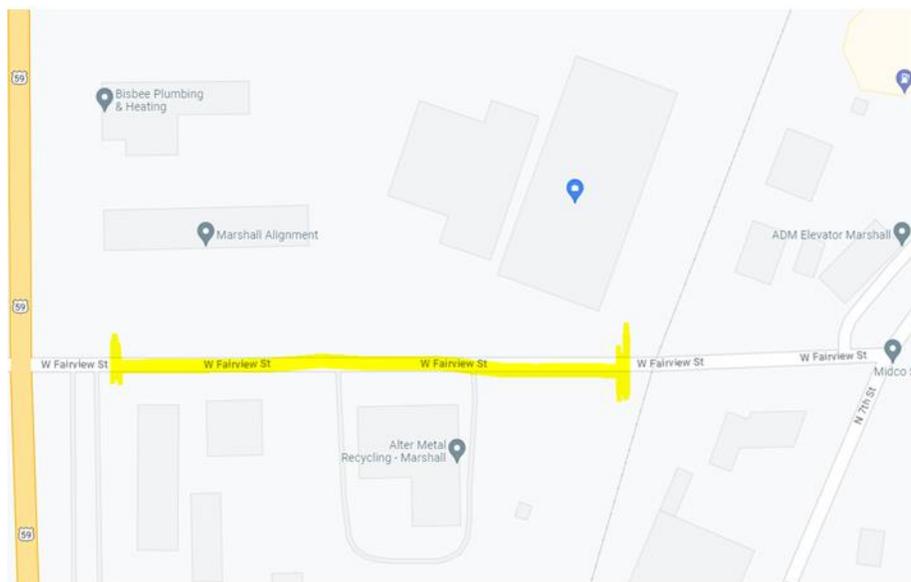
Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

Presenter:	Jason Anderson
Meeting Date:	Tuesday, May 9, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Request of Performance Foodservice for Street Closure on Saturday-June 10, 2023
Background Information:	<p>Attached is the request from Performance Foodservice (PFS) for street closure for a company operations truck rodeo event on Saturday, June 10, 2023 from 9 am to 1 pm.</p> <p>The purpose of the closure (highlighted below) is to enable PFS to provide an employee competition and fun event utilizing the private property and a portion of the street for a track for an operations truck rodeo. The street closure does not include Mn/DOT right-of-way. Alter Metal Recycling is not open for business on Saturday, including the date of this event. PFS is responsible for all traffic control as required by the Minnesota Manual of Uniform Traffic Control Devices (MNMUTCD). Reinhart is also responsible for personally contacting adjacent businesses informing them of the closure.</p>
Fiscal Impact:	There will be costs involved for the materials, delivery and picking them up after completion of the event. Staff is proceeding with plans not to charge fees for this event unless directed by Council. Costs attributed to the closure are estimated at \$300.00.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approves request Performance Foodservice for street closure of Fairview Street on Saturday, June 10, 2023 from 9 am to 1 pm, from the railroad tracks at the east side of property line to about 300' west to the fence on the west property line.





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

Applicant Name: Performance Foodservice

Applicant Address: 702 West Fairview Street

Contact Person: Lance Buck Phone/Cell#: 385-262-5781

Address of Request: 702 West Fairview Street

Reason for Request: Operations Truck Rodeo

Start Date of Request: 6-10-23 Start Time: 9:00am am/pm

End Date of Request: 6-10-23 End Time: 1:00pm am/pm

Brief Description of Area Requested for Private Use/Closure (attach map): Fairview street from the railroad at the East side of property line, about 300' West to the fence on the West of our property line.

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

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.

4/26/23 Date

Lance Buck Digitally signed by Lance Buck Date: 2023.04.26 11:31:53 -05'00' Signature of Applicant

CLICK TO SEND TO PUBLIC WORKS

RECOMMENDATION

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

RECOMMENDATION: _____

Special Provisions: _____

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:	Sheila Dubs
Meeting Date:	Tuesday, May 9, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Memorandum of Agreement between the City and LELS Local 245 approving Juneteenth as a holiday
Background Information:	<p>On February 3, 2023, Governor Walz signed a bill establishing Juneteenth (June 19th) as a Minnesota holiday. Juneteenth commemorates the end of slavery in the United States. This law is effective on August 1, 2023, which will not interfere with the existing (2023) holiday schedule in the contract. Juneteenth would be recognized effective June 19, 2024.</p> <p>To comply with the law, Staff recommend approval of a Memorandum of Agreement with the union, approving Juneteenth as a holiday effective in 2024. https://www.revisor.mn.gov/statutes/cite/645.44</p> <p>The Council has previously approved this date as a holiday for the non-union employees and the LELS Supervisors union. Staff are in communication with the AFSCME union to obtain agreement.</p>
Fiscal Impact:	
Alternative/ Variations:	None. Failure to approve results in non-compliance with Minnesota law.
Recommendations:	That the Council approve the Memorandum of Understanding between the City and LELS Local 190 approving Juneteenth as a holiday consistent with Minnesota law

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Marshall (hereafter "City") and Law Enforcement Labor Services, Inc., Local 190 (hereafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2022 until December 31, 2024; and

WHEREAS, the Governor signed Senate File 13 amending Minnesota Statute 645.44, subdivision 5 establishing June 19 ("Juneteenth") as an official state holiday effective August 1, 2023; and

WHEREAS, the City wishes to provide Juneteenth as a holiday to all City employees effective in 2024 consistent with the amendment to Minnesota Statute 645.44.

NOW THEREFORE, the parties agree as follows:

1. Effective in 2024, Juneteenth will be added to the list of Holidays found in Article 23.1.
2. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

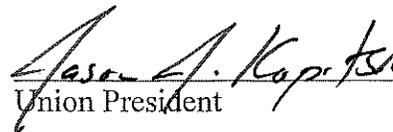
FOR THE CITY OF MARSHALL

FOR LELS, LOCAL NO. 190

Mayor Date

 4-20-23
Business Agent Date

City Clerk Date

 4/20/23
Union President Date

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs and Amanda Beckler																												
Meeting Date:	Tuesday, May 9, 2023																												
Category:	CONSENT AGENDA																												
Type:	ACTION																												
Subject:	Consider amendment of the 2023 wage schedule for temporary and seasonal employees																												
Background Information:	<p>Staff are recommending an amendment to the temporary wage schedule for the Band Director position.</p> <p>In prior summers, there was one band director hired for the entire schedule of practices and performances. Beginning in 2023, this position will be shared amongst 4 directors. Please see attached memo from Amanda Beckler, our Community Education Coordinator, who coordinates the municipal band program.</p> <p>The current Band Director *pay schedule:</p> <table border="1"> <thead> <tr> <th>Step 1</th> <th>Step 2</th> <th>Step 3</th> <th>Step 4</th> <th>Step 5</th> <th>Step 6</th> <th>Step 7</th> </tr> </thead> <tbody> <tr> <td>1,400</td> <td>1,500</td> <td>1,600</td> <td>1,700</td> <td>1,800</td> <td>1,900</td> <td>2,000</td> </tr> </tbody> </table> <p>*the pay schedule is for the entire season/schedule of practices and performances</p> <p>Proposed pay schedule:</p> <table border="1"> <thead> <tr> <th>Step 1</th> <th>Step 2</th> <th>Step 3</th> <th>Step 4</th> <th>Step 5</th> <th>Step 6</th> <th>Step 7</th> </tr> </thead> <tbody> <tr> <td>900</td> <td>1,000</td> <td>1,100</td> <td>1,200</td> <td>1,300</td> <td>1,400</td> <td>1,500</td> </tr> </tbody> </table> <p>For 2023, each of the 4 directors will be compensated at Step 1, which will stay within budget.</p>	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	1,400	1,500	1,600	1,700	1,800	1,900	2,000	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	900	1,000	1,100	1,200	1,300	1,400	1,500
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7																							
1,400	1,500	1,600	1,700	1,800	1,900	2,000																							
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7																							
900	1,000	1,100	1,200	1,300	1,400	1,500																							
Fiscal Impact:	The Community Education Coordinator will manage the municipal band program to stay within budget parameters.																												
Alternative/ Variations:	None recommended.																												
Recommendations:	That the Council approve the amendment to the 2023 wage schedule for temporary and seasonal employees																												

TO: Sheila Dubs, Human Resource Manager
FROM: Amanda Beckler, MCS Community Education Coordinator
DATE: April 25, 2023
SUBJECT: Temporary/Seasonal Employee Wage Schedule Changes

We would like to have the following positions reviewed and modified as suggested below, effective May 15, 2023.

Wage adjustment of positions:

- **Band Director (paid per season):** Step 1 to \$900, Step 2 to \$1,000, Step 3 to \$1,100, Step 4 to \$1,200, Step 5 to \$1,300, Step 6 to \$1,400, Step 7 to \$1,500.

Rationale for these changes - The Municipal Band has moved from having one director to four directors who share in the band oversight, conducting of rehearsals and concerts, planning weekly events as well as the additional task of managing volunteer band members.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, May 9, 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: 04/28/2023 - 05/09/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6128	ACTION COMPANY LLC	05/05/2023	EFT	0.00	1,140.00	12892
0548	ACTION SPORTS INC	05/05/2023	EFT	0.00	1,317.39	12893
6412	AG PLUS COOPERATIVE	05/05/2023	EFT	0.00	32.12	12894
0578	AMAZON CAPITAL SERVICES	04/28/2023	EFT	0.00	755.57	12848
0578	AMAZON CAPITAL SERVICES	05/05/2023	EFT	0.00	131.13	12895
3761	AMERICAN BOTTLING CO.	04/28/2023	Regular	0.00	189.61	122754
5837	ANDERSON, JASON	05/05/2023	EFT	0.00	80.00	12896
0629	ARNOLD MOTOR SUPPLY	04/28/2023	EFT	0.09	4.20	12849
0658	AWARDS PLUS, INC.	04/28/2023	EFT	0.00	898.00	12850
0658	AWARDS PLUS, INC.	05/05/2023	EFT	0.00	761.20	12897
7256	BALDWIN SUPPLY COMPANY	05/05/2023	Regular	0.00	28.17	122774
6411	BARRELS AND ARROWS LLC	04/28/2023	Regular	0.00	284.40	122755
5327	BAUMANN, ADAM	05/05/2023	EFT	0.00	30.00	12898
1126	BDG INC.	04/28/2023	EFT	0.00	68.75	12851
0688	BELLBOY CORPORATION	04/28/2023	EFT	0.00	2,854.68	12852
0689	BEND RITE CUSTOM FABRICATION, INC.	04/28/2023	Regular	0.00	6.50	122756
0689	BEND RITE CUSTOM FABRICATION, INC.	05/05/2023	Regular	0.00	182.30	122775
0699	BEVERAGE WHOLESALERS, INC.	04/28/2023	Regular	0.00	30,301.70	122757
0699	BEVERAGE WHOLESALERS, INC.	05/05/2023	Regular	0.00	29,304.08	122776
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	04/28/2023	Regular	0.00	6,628.26	122758
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	05/05/2023	Regular	0.00	8,986.65	122777
3568	BRUNSVOLD, QUENTIN	05/05/2023	EFT	0.00	30.00	12899
0378	BUYSSE, JASON	05/05/2023	EFT	0.00	30.00	12900
0380	CALLENS, DAVID	05/05/2023	EFT	0.00	30.00	12901
6791	CAPITAL ONE	04/28/2023	Regular	0.00	123.50	122760
6791	CAPITAL ONE	05/05/2023	Regular	0.00	36.45	122778
7164	CARD CONNECT/MERCHANT BANK CD	05/03/2023	Bank Draft	0.00	449.86	DFT0002908
7258	CARON, DIANE	05/05/2023	Regular	0.00	10.00	122779
0815	CATTOOR OIL COMPANY, INC	04/28/2023	EFT	0.00	8,215.00	12853
0818	CAUWELS, ROGER	05/05/2023	EFT	0.00	30.00	12902
6823	CHARTER COMMUNICATIONS HOLDINGS, LLC	04/28/2023	Regular	0.00	50.00	122761
7165	CITY HIVE, INC.	05/02/2023	Bank Draft	0.00	53.35	DFT0002912
5733	CLARITY TELECOM, LLC	05/05/2023	EFT	0.00	145.00	12903
7255	COLDSTONE CREAMERY	04/28/2023	Regular	0.00	1,000.00	122762
6927	CONFLUENCE, INC.	05/05/2023	EFT	0.00	3,625.40	12904
0384	COUDRON, DEAN	05/05/2023	EFT	0.00	30.00	12905
0920	CULLIGAN WATER CONDITIONING OF MARSHALL	05/05/2023	Regular	0.00	111.25	122780
0934	D & G EXCAVATING INC	05/05/2023	EFT	0.00	6,036.00	12906
3819	DACOTAH PAPER CO	04/28/2023	EFT	3.65	361.57	12854
3819	DACOTAH PAPER CO	05/05/2023	EFT	0.89	88.25	12907
7102	DAHLHEIMER BEVERAGE	05/05/2023	EFT	0.00	1,060.90	12908
0950	DAKTRONICS INC	04/28/2023	Regular	0.00	690.00	122763
7075	DEMUTH, ROGER	04/28/2023	EFT	0.00	150.00	12855
7254	DEMUTH-BLACK, WENDY	04/28/2023	Regular	0.00	500.00	122764
6472	DEUTZ, LAUREN	05/05/2023	EFT	0.00	80.00	12909
5731	DOLL DISTRIBUTING LLC	04/28/2023	EFT	0.00	18,251.91	12856
5731	DOLL DISTRIBUTING LLC	05/05/2023	EFT	0.00	8,707.40	12910
1037	ECOWATER SYSTEMS	05/05/2023	EFT	0.00	550.00	12911
3566	ELECTRIC MOTOR CO	04/28/2023	EFT	0.00	272.05	12857
3566	ELECTRIC MOTOR CO	05/05/2023	EFT	0.00	152.50	12912
6203	ELLIOTT EQUIPMENT COMPANY	05/05/2023	EFT	0.00	113.82	12913
1061	EMERGENCY APPARATUS MAINTENANCE INC	04/28/2023	EFT	0.00	7,102.16	12858
1090	FASTENAL COMPANY	05/05/2023	EFT	0.00	719.34	12914
7073	FIXEN CHIROPRACTIC	04/28/2023	EFT	0.00	100.00	12859

Council Check Report

Date Range: 04/28/2023 - 05/09/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7073	FIXEN CHIROPRACTIC	05/05/2023	EFT	0.00	100.00	12915
1158	GALLS INC	04/28/2023	EFT	0.00	448.59	12860
1201	GRAINGER INC	04/28/2023	EFT	0.00	330.86	12861
7261	HAMMERSCHMIDT, SCOTT	05/05/2023	Regular	0.00	295.00	122781
6269	HANSON, SHARON	05/05/2023	EFT	0.00	207.57	12916
1256	HAWKINS INC	05/05/2023	EFT	0.00	13,261.93	12917
5515	HOFFMANN, RYAN	05/05/2023	EFT	0.00	30.00	12918
1311	HYVEE FOOD STORES INC	05/05/2023	Regular	0.00	80.14	122782
1325	ICMA RETIREMENT TRUST #300877	04/28/2023	EFT	0.00	50.00	12862
1326	ICOM AMERICA, INC.	04/28/2023	Regular	0.00	189.00	122765
1358	INTERNAL REVENUE SERVICE	04/28/2023	Bank Draft	0.00	27,415.30	DFT0002872
1358	INTERNAL REVENUE SERVICE	04/28/2023	Bank Draft	0.00	23,632.70	DFT0002873
1358	INTERNAL REVENUE SERVICE	04/28/2023	Bank Draft	0.00	8,576.94	DFT0002874
6540	INTERNATIONAL CHEMTEX, LLC	04/28/2023	EFT	0.00	976.97	12863
1399	JOHNSON BROTHERS LIQUOR COMPANY	04/28/2023	EFT	0.00	5,214.50	12865
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/05/2023	EFT	0.00	18,972.74	12919
2036	JOHNSON BROTHERS LIQUOR COMPANY	04/28/2023	EFT	0.00	7,007.01	12866
2036	JOHNSON BROTHERS LIQUOR COMPANY	05/05/2023	EFT	0.00	11,102.95	12921
2605	JOHNSON BROTHERS LIQUOR COMPANY	04/28/2023	EFT	0.00	1.98	12867
2605	JOHNSON BROTHERS LIQUOR COMPANY	05/05/2023	EFT	0.00	3,314.03	12922
5447	JOHNSON BROTHERS LIQUOR COMPANY	04/28/2023	EFT	0.00	1,149.45	12864
5447	JOHNSON BROTHERS LIQUOR COMPANY	05/05/2023	EFT	0.00	55.40	12920
1400	JOHNSON CONTROLS INC	05/05/2023	Regular	0.00	1,040.00	122784
7257	JOHNSON CONTROLS	05/05/2023	Regular	0.00	391.45	122783
1417	KENNEDY & GRAVEN, CHARTERED	05/05/2023	EFT	0.00	5,450.00	12923
3564	KESTELOOT ENTERPRISES, INC	04/28/2023	EFT	0.00	96.62	12868
0450	KOPITSKI, JASON	05/05/2023	EFT	0.00	30.00	12924
5377	KRUK, CHRISTOPHER	05/05/2023	EFT	0.00	30.00	12925
4140	KRUSE FORD-LINCOLN-MERCURY, INC	04/28/2023	EFT	0.00	330.44	12869
6875	KUSTOM SIGNALS, INC.	04/28/2023	Regular	0.00	169.00	122766
7260	LABAT, ALYSSA	05/05/2023	Regular	0.00	40.00	122785
1481	LEAGUE OF MINNESOTA CITIES	05/05/2023	Regular	0.00	1,325.00	122786
6183	LEE, JERRED	05/05/2023	EFT	0.00	30.00	12926
1508	LOCKWOOD MOTORS INC	04/28/2023	EFT	0.00	142.26	12870
1508	LOCKWOOD MOTORS INC	05/05/2023	EFT	0.00	622.08	12927
6323	LUTHER, ERIC	05/05/2023	EFT	0.00	30.00	12928
3816	LUTHERAN SOCIAL SERVICES	05/05/2023	Regular	0.00	26.40	122787
1565	MACQUEEN EQUIPMENT INC.	04/28/2023	EFT	0.00	69.56	12871
1576	MALLOY ELECTRIC BEARING SUPPLY	04/28/2023	Regular	0.00	286.80	122767
1616	MARSHALL CONVENTION & VISITORS BUREAU	05/05/2023	EFT	0.00	17,941.17	12929
4660	MARSHALL FESTIVALS INC.	04/28/2023	EFT	0.00	10,000.00	12872
5813	MARSHALL LUMBER CO	04/28/2023	EFT	0.00	234.25	12873
5813	MARSHALL LUMBER CO	05/05/2023	EFT	0.00	510.03	12930
1633	MARSHALL MUNICIPAL UTILITIES	05/05/2023	EFT	0.00	72,203.88	12931
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/05/2023	EFT	0.34	16.85	12934
1637	MARSHALL PUBLIC SCHOOLS	05/05/2023	EFT	0.00	2,554.84	12935
0460	MARSHALL, JAMES	05/05/2023	EFT	0.00	80.00	12936
7077	MEDSURETY, LLC	04/28/2023	Bank Draft	0.00	10,276.67	DFT0002867
7077	MEDSURETY, LLC	04/28/2023	Bank Draft	0.00	83.34	DFT0002883
7077	MEDSURETY, LLC	04/28/2023	Bank Draft	0.00	6,625.42	DFT0002902
7077	MEDSURETY, LLC	05/01/2023	Bank Draft	0.00	312.52	DFT0002907
7077	MEDSURETY, LLC	05/03/2023	Bank Draft	0.00	1,305.00	DFT0002914
6025	MELLENTHIN, CODY	05/05/2023	EFT	0.00	30.00	12937
4980	MENARDS INC	04/28/2023	EFT	0.00	296.99	12874
4980	MENARDS INC	05/05/2023	EFT	0.00	156.65	12938
3971	MEULEBROECK, ANDY	05/05/2023	EFT	0.00	30.00	12939
1818	MINNESOTA DEPARTMENT OF REVENUE	04/28/2023	Bank Draft	0.00	11,615.93	DFT0002875
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	05/05/2023	EFT	0.00	37.50	12940
3669	MINNESOTA STATE RETIREMENT SYSTEM	04/28/2023	Bank Draft	0.00	9,625.62	DFT0002870
1757	MN CHILD SUPPORT PAYMENT CENTER	04/28/2023	Bank Draft	0.00	386.70	DFT0002865
1757	MN CHILD SUPPORT PAYMENT CENTER	04/28/2023	Bank Draft	0.00	450.39	DFT0002866

Council Check Report

Date Range: 04/28/2023 - 05/09/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6955	MOBERG, E.J.	05/05/2023	EFT	0.00	80.00	12941
1877	MOTION INDUSTRIES INC	04/28/2023	EFT	46.74	7,621.93	12875
1887	MTI DISTRIBUTING INC	04/28/2023	EFT	0.00	114.86	12876
1897	MWOA	04/28/2023	Regular	0.00	80.00	122768
2512	NATIONWIDE RETIREMENT	04/28/2023	Bank Draft	0.00	100.00	DFT0002861
1945	NORM'S GTC	04/28/2023	Regular	0.00	298.90	122769
1945	NORM'S GTC	05/05/2023	Regular	0.00	213.84	122788
1986	NORTH CENTRAL INTERNATIONAL, INC	05/05/2023	EFT	0.00	9.13	12942
7166	NORTHAMERICAN BANCARD/EPX	05/02/2023	Bank Draft	0.00	9,248.60	DFT0002910
5891	ONE OFFICE SOLUTION	04/28/2023	EFT	0.00	48.74	12877
3809	O'REILLY AUTOMOTIVE STORES, INC	04/28/2023	EFT	0.00	174.99	12878
3809	O'REILLY AUTOMOTIVE STORES, INC	05/05/2023	EFT	0.00	130.95	12943
5205	PAINTED PRAIRIE VINEYARD, LLC	05/05/2023	EFT	0.00	156.00	12944
1243	PATZERS INC	04/28/2023	EFT	0.00	11.99	12879
7168	PAYLIDIFY/GATEWAY SERVICES	05/05/2023	Bank Draft	0.00	13.15	DFT0002915
7163	PAYLIDIFY/MERCHANT BANK	05/03/2023	Bank Draft	0.00	60.38	DFT0002911
7163	PAYLIDIFY/MERCHANT BANK	05/03/2023	Bank Draft	0.00	756.12	DFT0002913
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	05/05/2023	EFT	0.00	96.50	12945
2028	PERA OF MINNESOTA REG	04/28/2023	Bank Draft	0.00	57,109.76	DFT0002868
2064	POWERPLAN	04/28/2023	Regular	0.00	38.21	122770
2064	POWERPLAN	05/05/2023	Regular	0.00	523.80	122789
0477	PRZYBILLA, SCOTT	05/05/2023	EFT	0.00	30.00	12946
2096	QUARNSTROM & DOERING, PA	05/05/2023	EFT	0.00	8,184.71	12947
2112	R AND G CONSTRUCTION COMPANY	05/05/2023	EFT	0.00	22,455.00	12948
4826	RIEKE, BENJAMIN	05/05/2023	EFT	0.00	30.00	12949
0707	ROADSIDE DEVELOPERS INC	04/28/2023	Regular	0.00	168.76	122771
0481	ROKEH, JASON	05/05/2023	EFT	0.00	30.00	12950
6684	ROLLING FORKS VINEYARDS, LLC	04/28/2023	EFT	0.00	546.00	12880
2201	RUNNING SUPPLY, INC	04/28/2023	EFT	0.00	151.04	12881
2201	RUNNING SUPPLY, INC	05/05/2023	EFT	0.00	84.03	12951
5556	SANDGREN, KAYLYNN	05/05/2023	EFT	0.00	30.00	12952
2253	SEELYE PLASTICS INC	04/28/2023	EFT	0.00	583.71	12882
6251	SHRED RIGHT	04/28/2023	EFT	0.00	40.00	12883
4855	SOUTHERN GLAZER'S	04/28/2023	EFT	0.00	9,727.90	12884
4855	SOUTHERN GLAZER'S	05/05/2023	EFT	0.00	8,684.79	12953
2311	SOUTHWEST GLASS CENTER, INC	04/28/2023	EFT	0.00	40.00	12885
0491	ST AUBIN, GREGORY	05/05/2023	EFT	0.00	30.00	12954
3808	STELTER, GEOFFREY	05/05/2023	EFT	0.00	30.00	12955
4134	STENSRUD, PRESTON	05/05/2023	EFT	0.00	278.22	12956
2381	SUPERIOR SIGNALS INC	04/28/2023	Regular	0.00	870.00	122772
0495	SWANSON, GREGG	05/05/2023	EFT	0.00	30.00	12957
2395	SWEDE'S SERVICE CENTER	04/28/2023	Regular	0.00	159.64	122773
0875	THE COMPUTER MAN INC	04/28/2023	EFT	0.00	4,830.00	12886
0875	THE COMPUTER MAN INC	05/05/2023	EFT	0.00	5,380.50	12958
2143	THOOF ENTERPRISES LLC	04/28/2023	EFT	0.00	80.00	12887
2428	TITAN MACHINERY	05/05/2023	EFT	0.00	406.00	12959
7184	TRANSAX	05/03/2023	Bank Draft	0.00	31.00	DFT0002909
6786	TRUCK CENTER COMPANIES EAST LLC	05/05/2023	EFT	0.00	112.38	12960
3342	TRUEDSON, SCOTT	05/05/2023	EFT	0.00	30.00	12961
3443	VALIC DEFERRED COMP	04/28/2023	Bank Draft	0.00	941.61	DFT0002862
3443	VALIC DEFERRED COMP	04/28/2023	Bank Draft	0.00	1,176.92	DFT0002863
0512	VANLEEUEWE, SARA J.	05/05/2023	EFT	0.00	70.00	12962
4489	VERIZON WIRELESS	04/28/2023	EFT	0.00	1,447.37	12888
7154	VESTA LLC	05/05/2023	Regular	0.00	36.11	122790
2538	VIKING COCA COLA BOTTLING CO.	04/28/2023	EFT	0.00	286.25	12889
2538	VIKING COCA COLA BOTTLING CO.	05/05/2023	EFT	0.00	334.70	12963
4594	VINOPIA INC	05/05/2023	EFT	0.00	633.75	12964
6085	VOYA - INVESTORS CHOICE	04/28/2023	Bank Draft	0.00	2,313.43	DFT0002871
5288	WEST CENTRAL COMMUNICATIONS, INC	05/05/2023	EFT	0.00	1,099.15	12965
2591	WESTERN PRINT GROUP	04/28/2023	EFT	0.00	508.80	12890
2591	WESTERN PRINT GROUP	05/05/2023	EFT	0.00	100.00	12966

Council Check Report

Date Range: 04/28/2023 - 05/09/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2632	ZIEGLER INC	04/28/2023	EFT	0.00	9,477.73	12891

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	36	0.00	84,664.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	172,560.71
EFT's	219	117	51.71	321,328.56
	300	177	51.71	578,554.19

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	36	0.00	84,664.92
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	172,560.71
EFT's	219	117	51.71	321,328.56
	300	177	51.71	578,554.19

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	4/2023	303,439.69
999	POOLED CASH FUND	5/2023	275,114.50
			578,554.19

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

5/9/2023

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE	
CH1	494-43300-55120	11/12/2019	City Hall Renovation Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	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			1,111,479.74		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			495,278.57		-	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 Towne & Country Excavating LLC	703,749.60		703,749.60						703,749.60	0.00%	
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field Doom & Cuyper's Construction, Inc.	171,642.00		171,642.00						171,642.00	0.00%	
							<u>13,540,786.04</u>	<u>791,861.98</u>	<u>14,332,648.02</u>	<u>3,039,722.04</u>	<u>2,661,221.96</u>	<u>0.00</u>	<u>23,049.07</u>	<u>6,935,102.64</u>

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, May 9, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-009: W Lyon St. / N 3rd St. Reconstruction Project – Consider MnDOT Contract No. 90606A01 (Amendment No. 1 to 2007 MnDOT Cooperative Construction Agreement No. 90606-R) for Signal located at TH59 (W Main Street) & N 3rd Street
Background Information:	<p>Attached is MnDOT Contract No. 90606A01 for Signal located at TH59 (W Main Street) & N 3rd Street. This is Amendment No. 1 to 2007 MnDOT Cooperative Construction Agreement No. 90606-R for S.P. 4210-38 (T.H. 68=68) / Fed. Proj. STPX 4207(027) / City Project Y03: 2007 Main Street Project.</p> <p>In this Amendment, deleted contract terms are struck out and the added contract terms are <u>underlined</u>.</p> <p>The agreement revises the original Agreement No. 90606-R as follows:</p> <ul style="list-style-type: none"> - Amends Article VI, Section E-Signal Maintenance (page 16 of original agreement) removing Signal System “A” from signal maintenance - Adds Article VI, Section M-Signal System “A” (page 2 of Amendment No. 1) <p>Also attached for reference are the following:</p> <ul style="list-style-type: none"> - Resolution Number 2929, Second Series dated 02/12/2007, which is the resolution authorizing execution of original 2007 agreement - 2007 MnDOT Cooperative Construction Agreement No. 90606-R <p>To summarize the amendment, MnDOT is turning the traffic signal at the intersection of N 3rd Street and US 59/W Main Street over to the City. Mn Dot is eliminating all of their responsibility for this traffic signal, with exception to their right to adjust and hold final approval for traffic signal timing changes.</p> <p>As a reminder for Council, this arrangement was identified early in the ST-009: N 3rd/Lyon Street Reconstruction Project scoping process with MnDOT. With the traffic signal no longer being necessary for vehicle traffic control operations at the intersection, and instead operating solely as a pedestrian crossing signal for US 59/W Main Street, MnDOT will no longer hold any responsibility for the operations and maintenance of the traffic signal.</p> <p>A new resolution is not required per MnDOT and attached Resolution Number 2929, Second Series, authorizing the Mayor and the City Clerk to execute the original agreement and any amendments to the said original agreement.</p> <p>This agreement has been reviewed by the City Attorney.</p>
Fiscal Impact:	Please see “Section M. Signal System “A”, City Responsibilities” (page 2 of Amendment No. 1). The City will be responsible for all costs associated with the traffic signal, including operation, maintenance, and capital replacement costs.

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize execution of MnDOT Contract No. 90606A01 (Amendment No. 1 to 2007 MnDOT Cooperative Construction Agreement No. 90606-R).

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF MARSHALL
AMENDMENT NO. 1**

State Project Number (SP): 4210-38
Trunk Highway Number (TH): 68=068
Federal Project Number: STPX 4207 (027)

This Amendment is to Agreement 90606 between the State of Minnesota, acting through its Commissioner of Transportation (State) and the City of Marshall, acting through its City Council (City).

Recitals

1. The State has an Agreement with the City identified as MnDOT Agreement No. 90606 (Original Agreement) to provide payment by the City to the State for the City's share of the costs of the grading, concrete surfacing, curb and gutter, sidewalk, municipal utilities, lighting, landscaping, traffic control signal construction and other associated construction upon, along, and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits in accordance with State plans, specifications, and special provisions designated as State Project No. 4210-38 (TH 68=068) and in the records of the Federal Highway Administration as Minnesota Project STPX 4207 (027); and
2. The Original Agreement is amended to modify ownership and maintenance responsibilities of Signal System "A" on TH 59 at North 3rd Street; and
3. The State and the City are willing to amend the Original Agreement as stated below.

Agreement Amendment

In this Amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article VI, Section E is amended as follows:

Section E. Signal Maintenance

Upon satisfactory completion of the traffic control signal Systems "~~A~~", "B", "C" and "D" construction to be performed within the corporate City limits under the construction contract, the City shall provide for the following, without cost or expense to the State.

1. Maintain the traffic control signal attached luminaires and all of its components, including replacing the luminaire when necessary.
2. Re-lamp the new traffic signals and luminaires.
3. Clean and paint the new traffic signals, cabinets and luminaire mast arm extensions.
4. Paint and maintain pedestrian crosswalk markings, including the colored concrete pedestrian crossings.

The State shall, at its cost and expense, maintain the signing and perform all other traffic control signal and street light maintenance for traffic control signal Systems "A", "B", "C" and "D" and maintain the interconnect on Trunk Highway No. 59/Trunk Highway No. 68 (West Main Street) from 5th Street to junction Trunk Highway No. 19/Trunk Highway No. 59 (College Drive).

The City shall be responsible for the cost and application to secure an adequate power supply to the traffic signal service pads or poles. Upon satisfactory completion of the traffic signal construction to be performed within the corporate City limits under the construction contract, the City shall pay all monthly electrical service expenses necessary to operate the traffic signals, their interconnection and the EVP systems, without cost or expense to the State.

REVISION 2. Article VI, Section M is added as follows:

Section M. Signal System "A"

City Responsibilities. Signal System "A" will be owned and maintained by the City. The City, at no cost or expense to the State, will provide all major and minor signal system maintenance, including but not limited to, attached luminaires and all its components, including replacing the luminaire when necessary, performing all Gopher State One Call locating, future system replacement, snow, ice and debris removal on pedestrian landings and ramps, and maintenance of crosswalk pavement markings. The City will be responsible for the power, including the hook-up cost and application to secure an adequate power supply to the service pad or pole, and will pay all monthly electrical service expenses. The City will provide for the maintenance of the signal system cabinet and poles, including, but not limited to, knockdowns, cleaning, painting, and all other activities necessary to perpetuate safe and aesthetic operation of the signal system.

State Responsibilities. Signal timing will be determined by the State and no changes will be made without the State's approval.

EVP System Operation. The EVP System will be operated, maintained, and removed according to the following conditions and requirements:

1. All maintenance of the EVP System must be done by State forces.
2. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City will provide the State's District Engineer, or their designated representative, a list of all vehicles with emitter units, if requested by the State.
3. Malfunction of the EVP System must be reported to the State immediately.
4. In the event the EVP System or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph 2 above are violated, and such misuse or violation continues after the City receives written notice from the State, the State may remove the EVP System. Upon removal of the EVP System pursuant to this Paragraph, all of its parts and components become the property of the State.
5. All timing of the EVP System will be determined by the State.

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

(The remainder of this page has been intentionally left blank.)

CITY OF MARSHALL

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Clerk

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

STATE OF MINNESOTA)

:SS

COUNTY OF LYON)

The undersigned, being the duly qualified City Clerk of the City of Marshall, Minnesota, and as such the custodian of the books and records of said City, hereby certifies and attests that the attached copy of Resolution Number 2929, Second Series is a true and correct copy of the original of said Resolution which are on file and of record in my office.


Thomas M. Meulebroeck, CMC
Financial Director/City Clerk
City of Marshall

(SEAL)

RESOLUTION NUMBER 2929, SECOND SERIES

RESOLUTION AUTHORIZING EXECUTION OF
COOPERATIVE CONSTRUCTION AGREEMENT AND AMENDMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA that the City of Marshall enter into Mn/DOT Agreement No. 90606-R with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utilities, parking, lighting, aesthetics and signal construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits under State Project No. 4210-38.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk/Financial Director are authorized to execute the Agreement and any amendments to the Agreement.

Passed and adopted by the Council this 12th day of February, 2007.



Mayor

ATTEST:



City Clerk/Financial Director

This Instrument Drafted by:
Glenn J. Olson, P.E.
Director of Public Works/City Engineer

PRE-LETTING
SERVICES
SECTION

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COOPERATIVE CONSTRUCTION
AGREEMENT

Mn/DOT
AGREEMENT NO.

90606-R

S.P. 4210-38 (T.H. 68=68)
Fed. Proj. STPX 4207(027)

The State of Minnesota
Department of Transportation, and
The City of Marshall
Re: City cost utilities, parking,
lighting, aesthetics and signal
construction by the State on
T.H. 68

AMOUNT ENCUMBERED

(None)

ESTIMATED AMOUNT
RECEIVABLE

\$1,890,528.30

THIS AGREEMENT is made and entered into by and between the State of Minnesota, Department of Transportation, hereinafter referred to as the "State" and the City of Marshall, Minnesota, acting by and through its City Council, hereinafter referred to as the "City".

WHEREAS, the State is about to perform grading, concrete surfacing, curb and gutter, sidewalk, municipal utilities, lighting, landscaping, traffic control signal construction and other associated construction upon, along and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits in accordance with State plans, specifications and special provisions designated as State Project No. 4210-38 (T.H. 68=68) and in the records of the Federal Highway Administration as Minnesota Project STPX 4207(027); and

WHEREAS, at the request of the City, the State included in its contract colored and stamped concrete walk, aesthetic lighting, aesthetic crosswalks, landscaping, parking, water main and sanitary sewer construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 68; and

WHEREAS, the State shall provide the City a bid based lump sum credit as the State's share of City requested colored and stamped concrete walk as hereinafter set forth; and

WHEREAS, the State shall provide the City lump sum credits as the State's share of aesthetics and first move relocation of continuous standard lighting along Trunk Highway No. 68 in amounts equal to \$54,000.00 and \$139,000.00, respectively; and

WHEREAS, Minnesota Statutes Section 161.45, subdivision 2 allows for utility work to be included in a State contract and payment for such work in accordance with applicable statutes and rules for utilities on trunk highways; and

WHEREAS, Minnesota Rule 8810.3300, subpart 3, allows for the State to reimburse the City for the cost of the first relocation of City-owned lighting located within the limits of a City street at the time that

the street was taken over by the State as a trunk highway, when such relocation is required by construction or reconstruction of the trunk highway; and

WHEREAS, the State has determined that there is justification and it is in the public's best interest to remove the existing traffic control signals and install new traffic control signals including street lights and signing (Traffic Control Signals) on Trunk Highway No. 59/Trunk Highway No. 68 (West Main Street) at 3rd Street (System "A"), 4th Street (System "B"), 5th Street (System "C") and the west junction of Trunk Highway No. 59 (System "D"); and install a traffic control signal interconnect (Interconnect) on Trunk Highway No. 59/Trunk Highway No. 68 (West Main Street) from 5th Street to junction Trunk Highway No. 19/Trunk Highway No. 59 (College Drive); and

WHEREAS, it is considered in the public's best interest for the State to provide four new signal cabinets and controllers and four new battery backup ready service cabinets (State-furnished materials) for said new traffic control signal systems; and

WHEREAS, the City is willing to participate in the costs of the State-furnished materials for Systems "A", "B", and "C" in the lump sum amount of \$31,122.00; and

WHEREAS, the City requests and the State agrees to the installation of Emergency Vehicle Pre-emption systems (EVP system) as a part of the new traffic control signal system installations; and

WHEREAS, the City requests that it perform certain aspects of the construction engineering in connection with the water main, sanitary sewer and lighting construction and other associated construction

shown as 100 percent City cost participation construction in the plan and the State concurs in that request; and

WHEREAS, the City has expressed its willingness to participate in the costs of the colored and stamped concrete walk, aesthetic lighting, aesthetic crosswalks, landscaping, parking, traffic control signal, water main and sanitary sewer construction and associated construction engineering as hereinafter set forth; and

WHEREAS, it is anticipated that Federal funding will be applied to certain portions of the City cost participation construction, and if so, the cost of the City participation construction and associated construction engineering will be reduced by the amount of Federal funding received therefor; and

WHEREAS, in connection with the State contract, compensation for road life consumed by the Trunk Highway No. 68 detour will be provided for under Agreement No. 90605 between the State and Lyon County; and

WHEREAS, Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purpose of constructing, maintaining and improving the trunk highway system.

IT IS, THEREFORE, MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - RESPONSIBILITIES OF THE STATE

Section A. Contract Award

The State shall advertise for bids and award a construction contract to the lowest responsible bidder for State Project No. 4210-38 (T.H. 68=68) in accordance with State plans, specifications and special provisions which are on file in the office of the

Commissioner of Transportation at St. Paul, Minnesota, and are incorporated into this Agreement by reference.

Section B. Direction and Supervision of Construction

The State shall direct and supervise all construction activities performed under the construction contract, and, except as provided in Article II hereunder, perform all construction engineering functions in connection with the contract construction. All contract construction shall be performed in compliance with the approved plans, specifications and special provisions.

Section C. Plan Changes, Additional Construction, Etc.

The State shall make changes in the plans and contract construction, which may include the City cost participation construction covered under this Agreement, and shall enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. However, the State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City cost participation construction covered under this Agreement.

Section D. Satisfactory Completion of Contract

The State shall perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

Section E. State-furnished Materials

The State shall furnish four new signal cabinets and controllers and four new battery backup ready service cabinets to operate traffic control signal Systems "A", "B", "C" and "D".

ARTICLE II - RESPONSIBILITIES OF THE CITY

Section A. Construction Engineering Performed by the City

The City shall assign its City Engineer or other registered professional engineer to the construction engineering to be performed in connection with the water main, sanitary sewer and lighting construction and other associated construction shown as 100 percent City cost participation construction in the plan. The engineer so assigned shall act under the supervision and direction of the State. All construction inspection, control of materials, staking and associated documentation for the 100 percent City cost participation construction to be performed in accordance with the plans, specifications and special provisions, and in accordance with the recognized and accepted practices and procedures as set forth in various State manuals which includes the State's current "Standard Specifications for Construction" under Specifications No. 1601 through and including No. 1609, shall be the responsibility of the engineer so assigned.

The City shall also furnish other personnel, services, supplies and equipment as shall be necessary in order to properly carry on the 100 percent City cost participation construction.

Section B. Documentation of City Engineered Construction Costs

At regular intervals after the State's contractor has started the 100 percent City cost participation construction, the City shall prepare partial estimates of the 100 percent City cost participation construction costs in accordance with the terms of the construction contract. Immediately after the preparation of each partial estimate, the City's engineer assigned to the 100 percent City cost participation construction shall submit the partial estimate to the State. The City shall also prepare the final estimate data for the 100 percent City cost participation construction and submit the final estimate to the State. Quantities listed on the partial and final

estimates shall be documented in accordance with the guidelines set forth in the applicable documentation manual.

ARTICLE III - INSPECTION OF CONSTRUCTION

When the State's contractor has completed the 100 percent City cost participation construction, the City shall inspect it and upon the completion of the inspection advise the State whether or not the 100 percent City cost participation construction performed should be accepted by the State as being performed in a satisfactory manner. If the City should, after the inspection, recommend to the State that it should not accept the 100 percent City cost participation construction, then the City shall, at the time such recommendation is made, identify the specific defects in the 100 percent City cost participation construction and the reasons why the 100 percent City cost participation construction should not be accepted. Any recommendations made by the City are not binding on the State. The State shall have the right to determine whether or not the 100 percent City cost participation construction has been acceptably performed and the right to accept or reject the 100 percent City cost participation construction.

The remainder of the City cost participation construction covered under this Agreement shall be open to inspection by the City. If the City believes such City cost participation construction has not been properly performed or that the construction is defective, the City shall inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State shall have the exclusive right to determine whether the State's contractor has satisfactorily performed such City cost participation construction.

ARTICLE IV - BASIS OF PAYMENT BY THE CITY**Section A. SCHEDULE "I"**

A Preliminary SCHEDULE "I" is attached and incorporated into this Agreement. The Preliminary SCHEDULE "I" includes all anticipated City cost participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

Section B. City Cost Participation Construction

The City shall participate as indicated in the following construction to be performed upon, along and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits under State Project No. 4210-38 (T.H. 68=68). The construction includes the City's proportionate share of item costs for mobilization and traffic control.

1. 100 Percent shall be the City's rate of cost participation in all of the water main, sanitary sewer, colored and stamped concrete walk, lighting, landscaping and aesthetics construction. The construction includes, but is not limited to, those construction items as tabulated on Sheets No. 2 thru No. 4 of the attached Preliminary SCHEDULE "I".

The City shall receive lump sum credits from the State as the State's full and complete lump sum cost share for aesthetics (\$54,000.00) and first move relocation of standard continuous lighting (\$139,000.00) as shown on Sheet No. 1 of the attached Preliminary SCHEDULE "I."

The City shall receive a bid based lump sum credit from the State as the State's share of the City requested colored and stamped concrete walk as shown on Sheet No. 1 of the attached Preliminary SCHEDULE "I". The lump sum amount shall be equal to

the sum of the total estimated quantities of 4" Concrete Walk Special and 4" Concrete Walk Special 1 multiplied by the unit bid price of 4" Concrete Walk.

2. 20 Percent minus all anticipated City Federal-aid funding shall be the City's rate of cost participation in all of the new parking construction requested by the City. The construction includes, but is not limited to, those construction items as tabulated on Sheet No. 5 of the attached Preliminary SCHEDULE "I".
3. 8 Percent minus all anticipated City Federal-aid funding shall be the City's rate of cost participation in all of the sidewalk and perpetuated parking construction requested by the City. The construction includes, but is not limited to, those construction items as tabulated on Sheet No. 5 of the attached Preliminary SCHEDULE "I".
4. 33 Percent shall be the City's rate of cost participation in all of the traffic control signal System "A" construction. 33 Percent of the total contract quantity for construction item Full Traffic Actuated Traffic Control Signal System "A" shall be tabulated as 100% City Cost on Sheet No. 6 of the attached Preliminary SCHEDULE "I".
5. 50 Percent shall be the City's rate of cost participation in all of the traffic control signal System "B" construction. 50 Percent of the total contract quantity for construction item Full Traffic Actuated Traffic Control Signal System "B" shall be tabulated as 100% City Cost on Sheet No. 6 of the attached Preliminary SCHEDULE "I".
6. 50 Percent shall be the City's rate of cost participation in all of the traffic control signal System "C" construction.

50 Percent of the total contract quantity for construction item Full Traffic Actuated Traffic Control Signal System "C" shall be tabulated as 100% City Cost on Sheet No. 6 of the attached Preliminary SCHEDULE "I".

7. 36 Percent shall be the City's rate of cost participation in all of the traffic control signal interconnect construction. 36 Percent of the total contract quantity for construction item Traffic Control Interconnection shall be tabulated as 100% City Cost on Sheet No. 6 of the attached Preliminary SCHEDULE "I".
8. A lump sum in the amount of \$31,122.00 shall be the City's full and complete lump sum cost share for State-furnished Materials as tabulated on Sheet No. 6 of the attached Preliminary SCHEDULE "I".

Section C. Construction Engineering Costs

The City shall pay a construction engineering charge in an amount equal to 5 percent of the cost of the 100 percent City cost participation construction cover under Section B.1 of this article and an amount equal to 8 percent of the cost of the remainder of the City cost participation construction covered under Sections B.2 thru B.8.

Section D. Addenda, Change Orders and Supplemental Agreements

The City shall share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City cost participation construction covered under this Agreement.

Section E. Liquidated Damages

All liquidated damages assessed the State's contractor in connection with the construction contract shall result in a credit shared by each party in the same proportion as their total construction cost

share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

Section F. City Cost May Include Anticipated Federal Aid

It is anticipated that Federal funding will be applied to the City cost participation construction as indicated in Section B of this article, and to the associated construction engineering. City costs shall include an amount equal to all anticipated Federal funding not applied to the City cost participation construction and associated construction engineering.

ARTICLE V - PAYMENT BY THE CITY

Section A. Estimate and Advancement of the City's Cost Share

It is estimated that the City's share of the costs of the contract construction, minus lump sum credits, plus State-furnished Materials cost share, plus the construction engineering cost share is the sum of \$1,890,528.30 as shown in the attached Preliminary SCHEDULE "I". Upon award of the construction contract the State shall prepare a Revised SCHEDULE "I" based on construction contract unit prices.

After the following conditions have been met, the City shall advance to the Commissioner of Transportation the City's total estimated construction cost share, which does not include the construction engineering cost share, as shown in the Revised SCHEDULE "I":

1. Execution and approval of this Agreement and the State's transmittal of it to the City along with a copy of the Revised SCHEDULE "I".
2. Receipt by the City of a written request from the State for the advancement of funds.

Section B. Final Payment by the City

Upon completion and acceptance of the contract construction, computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State shall prepare a Final SCHEDULE "I" and submit a copy to the City. The Final SCHEDULE "I" shall be based on final quantities, and include all City cost participation construction items, minus lump sum credits, plus State-furnished Materials cost share and the construction engineering cost share covered under this Agreement. In accordance with Article IV, Section F. of this Agreement, the Final SCHEDULE "I" shall also include City costs in an amount equal to all Federal funding not applied to the City cost participation construction and associated construction engineering. If the final cost of the City participation covered under this Agreement exceeds the amount of funds advanced by the City, the City shall, upon receipt of a request from the State, promptly pay the difference to the State without interest. If the final cost of the City participation covered under this Agreement is less than the amount of funds advanced by the City, the State shall promptly return the balance to the City without interest.

Pursuant to Minnesota Statutes Section 15.415, the State waives claim for any amounts less than \$5.00 over the amount of City funds previously advanced to the State, and the City waives claim for the return of any amounts less than \$5.00 of those funds advanced by the City.

Section C. Acceptance of City's Cost and Completed Construction

The computation by the State of the amount due from the City shall be final, binding and conclusive. Acceptance by the State of the completed contract construction shall be final, binding and

conclusive upon the City as to the satisfactory completion of the contract construction.

ARTICLE VI - GENERAL PROVISIONS

Section A. Plan Changes

The City may request changes in the plans. If the State determines that the requested plan changes are necessary or desirable, the State will cause those plan changes to be made.

Section B. Replacement of Castings

The City shall furnish the State's contractor with new castings and parts for all in-place City-owned facilities constructed hereunder when replacements are required, without cost or expense to the State or the State's contractor, except for replacement of castings and parts broken or damaged by the State's contractor.

Section C. Utility Permits

The City shall submit to the State's Utility Engineer an original permit application for all City-owned utilities, including lighting, to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits shall be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).

The City, through the State, shall submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, pursuant to Minnesota Statutes Section 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction to be performed by others under the construction contract. When the Minnesota Pollution Control Agency issues that permit or waiver, the City will promptly furnish the State a copy of that permit or waiver so that the State's contractor may perform the

construction or reconstruction. The City is advised that pursuant to Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

Section D. Maintenance by the City

Upon satisfactory completion of the storm sewer facilities construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper routine maintenance of those facilities, without cost or expense to the State. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes, repair of minor erosion problems, and minor structure and pipe repair, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.

Upon satisfactory completion of the City-owned utilities construction to be performed within the corporate City limits under the construction contract, the City shall become the owner of and provide for the proper maintenance of those utilities, without cost or expense to the State.

Upon satisfactory completion of the walkways, including colored and stamped concrete walk, construction to be performed within the corporate City limits under the construction contract, the City shall provide for the proper maintenance of the walkways, without cost or expense to the State. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, and any other maintenance activities necessary to

perpetuate the walkways in a safe, usable and aesthetically acceptable condition.

Upon completion of the lighting facilities construction, including ornamental street and aesthetic accent lighting, to be performed within the corporate City limits under the construction contract, the City shall become the owner of and provide for the proper maintenance of and keep in repair those facilities, without cost or expense to the State. The City will pay all monthly electrical service expenses necessary to operate the lighting facilities. The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles.

Upon satisfactory completion of the aesthetic planters, bollards, amenity poles, tree grates and trash receptacles construction and any other aesthetic feature construction performed upon, along, and adjacent to Trunk Highway No. 68 within the corporate City limits under the construction contract, the City shall become the owner of and provide for the proper maintenance of and keep in repair these items to perpetuate them in a safe, usable and aesthetically acceptable condition, without cost or expense to the State.

Upon satisfactory completion of the landscape construction to be performed within the corporate City limits under the construction contract and after the expiration of the contractor's two year landscaping materials warranty period, the City shall provide for the proper maintenance of the landscape materials placed under the construction contract without cost or expense to the State. Maintenance shall include, but not be limited to, removal and/or replacement of all materials that fail to survive.

Section E. Signal Maintenance

Upon satisfactory completion of the traffic control signal Systems "A", "B", "C" and "D" construction to be performed within the corporate City limits under the construction contract, the City shall provide for the following, without cost or expense to the State.

1. Maintain the traffic control signal attached luminaires and all of its components, including replacing the luminaire when necessary.
2. Re-lamp the new traffic signals and luminaires.
3. Clean and paint the new traffic signals, cabinets and luminaire mast arm extensions.
4. Paint and maintain pedestrian crosswalk markings, including the colored concrete pedestrian crossings.

The State shall, at its cost and expense, maintain the signing and perform all other traffic control signal and street light maintenance for traffic control signal Systems "A", "B", "C" and "D" and maintain the interconnect on Trunk Highway No. 59/Trunk Highway No. 68 (West Main Street) from 5th Street to junction Trunk Highway No. 19/Trunk Highway No. 59 (College Drive).

The City shall be responsible for the cost and application to secure an adequate power supply to the traffic signal service pads or poles. Upon satisfactory completion of the traffic signal construction to be performed within the corporate City limits under the construction contract, the City shall pay all monthly electrical service expenses necessary to operate the traffic signals, their interconnection and the EVP systems, without cost or expense to the State.

Section F. Operation of EVP Systems

The EVP systems shall be installed, operated and removed in accordance with the following conditions and requirements.

1. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes Section 169.01, subdivision 5. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City shall provide the State's District Engineer or his authorized representative with a list of all City-owned vehicles with emitter units.
2. Upon the City gaining knowledge of a malfunction of an EVP system, the City shall immediately report such malfunction to the State.
3. If an EVP system or its components are, in the opinion of the State, being misused or the conditions set forth in item 1 of this section are violated, and such misuse or violation continues after the State has provided written notice to the appropriate party, the State may remove the EVP system. Upon removal of the EVP system pursuant to this paragraph, all of its parts and components become the property of the State.
4. The State shall determine all timing and perform all maintenance of the EVP systems.

Section G. Traffic Signal Timing and Related Agreements

The State shall determine all timing of the traffic signals constructed within the corporate City limits under the construction contract and no changes may be made except with the written approval of the State.

Upon execution and approval of this Agreement, and completion of the contract construction, this Agreement supersedes and terminates the following Traffic Control Signal Agreements: No. C-1376, dated December 1, 1954; and No. C-1914, dated July 30, 1957; and No. 53966, dated May 26, 1964; and No. 58530M, dated April 12, 1977; all between the City and the State.

Section H. Additional Drainage

Neither party to this Agreement shall drain any additional drainage into the storm sewer facilities to be constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Willmar and is incorporated into this Agreement by reference.

Section I. Future Responsibilities

Upon satisfactory completion of the contract construction to be performed within the corporate City limits under the construction contract, the City shall thereafter accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the aesthetic planters, bollards, amenity poles, tree grates, trash receptacles and lighting facilities, and all of the facilities a part thereof constructed hereunder, without cost or expense to the State.

Section J. Examination of Books, Records, Etc.

As provided by Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of

each party relevant to this Agreement are subject to examination by each party, and either the legislative auditor or the state auditor as appropriate, for a minimum of six years from final payment.

Section K. Claims

Each party is responsible for its own employees for any claims arising under the Workers Compensation Act. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes Section 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

Section L. Agreement Approval

Before this Agreement becomes binding and effective, it shall be approved by a City Council resolution and executed by such State and City officers as the law may provide in addition to the Commissioner of Transportation or their authorized representative.

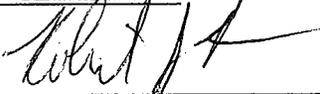
ARTICLE VII - AUTHORIZED AGENTS

The State's Authorized Agent for the purpose of the administration of this Agreement is Maryanne Kelly-Sonnek, Municipal Agreements Engineer, or her successor. Her current address and phone number are 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155, (651) 296-0969.

The City's Authorized Agent for the purpose of the administration of this Agreement is Glen Olson, City Engineer, or his successor. His current address and phone number are 344 West Main Street, Marshall, MN 56258-1313, (507) 537-6773.

IN TESTIMONY WHEREOF the parties have executed this Agreement by their authorized officers.

CITY OF MARSHALL

By 
Mayor

Date 2-12-07

By Thomas M. Muehlebeck

Title Finance Director/City Clerk

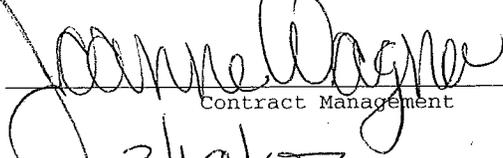
Date 2-12-07

DEPARTMENT OF TRANSPORTATION

Recommended for approval:
By 
District Engineer

Approved: 
State Design Engineer

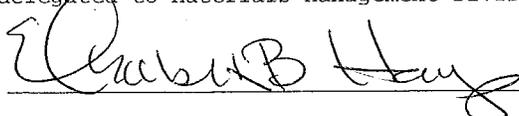
Date Mar 16 2007

Approved as to form and execution:
By 
Contract Management

Date 3/19/07

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By 

Date 3/30/07

PRELIMINARY SCHEDULE "I"

Agreement No. 90606

City of Marshall

S.P. 4210-38 (T.H. 68=68)

Preliminary: February 8, 2007

Fed. Proj. STPX 4207(027)

Grading, concrete surfacing, curb & gutter, sidewalk, utilities, lighting, landscaping, and traffic control signal system construction to start approximately _____ under State Contract No. _____ with _____ located on T.H. 68 from 176 feet northwest of the north junction of T.H. 59 to the junction of T.H. 19

CITY COST PARTICIPATION

	TOTALS	S.P. 4210-38 No Federal Aid	Signal Systems No Federal Aid	S.P. 4210-38 Federally Aided	FEDERAL AID MATCH
From Sheet No. 4 (100% City)		1,809,088.90			
From Sheet No. 5 (80% Federal, 12% State, 8% City)				11,682.45	46,729.81
From Sheet No. 5 (80% Federal, 20% City)				12,840.16	51,360.64
From Sheet No. 6 Signals			238,500.00		
From Sheet No. 6 State Furnished Materials			31,122.00		
State Lump Sum Share Aesthetics (Federal Eligible)		(54,000.00)			
State Lump Sum Share Lighting (Federal Eligible)		(139,000.00)			
(1) State Lump Sum Bid Share Concrete Walk Special (Federal Eligible)		(118,134.50)			
Construction Subtotals		\$1,497,954.40	\$269,622.00	\$24,522.61	\$98,090.45
(2) Total Anticipated City Construction Costs	\$1,792,099.01				
Construction Engineering (5%)		74,897.72			
Construction Engineering (8%)			21,569.76	1,961.81	7,847.24
Construction + Construction Engineering Subtotals		\$1,572,852.12	\$291,191.76	\$26,484.42	\$105,937.68
(3) Total City Obligation	\$1,996,465.98				
Total Anticipated Federal Aid	\$105,937.68				
Total City Obligation minus Anticipated Federal Aid	\$1,890,528.30				

(1) State Share based on (4" Concrete Walk Special + 4" Concrete Walk Special 1) x Bid Unit Price for 4" Concrete Walk (Estimated Amount)

(2) Amount of advance payment as described in Article V of the Agreement (Estimated amount)

(3) Amount of total City obligation as described in Article IV, Section F. of the Agreement (Estimated amount)

(1) 100% CITY

ITEM NUMBER	S.P. 4210-38 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.34	210,000.00	71,400.00
2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	2,300.00	2.50	5,750.00
2104.501	REMOVE WATER SERVICE PIPE	LIN FT	418.00	1.50	627.00
2104.501	REMOVE ASBESTOS-BONDED PIPE	LIN FT	736.00	75.00	55,200.00
2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	613.10	5.00	3,065.50
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	584.00	2.50	1,460.00
2104.509	REMOVE MANHOLE	EACH	12.00	310.00	3,720.00
2104.509	REMOVE GATE VALVE & BOX	EACH	18.00	400.00	7,200.00
2104.509	REMOVE HYDRANT	EACH	7.00	275.00	1,925.00
2104.509	REMOVE LIGHT STANDARD BASE	EACH	54.00	325.00	17,550.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	1,089.80	5.50	5,993.90
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	461.00	2.50	1,152.50
2104.523	SALVAGE VALVE	EACH	3.00	300.00	900.00
2104.523	SALVAGE LIGHTING UNIT	EACH	54.00	200.00	10,800.00
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	0.50	5,400.00	2,700.00
2104.603	ABANDON WATER MAIN	LIN FT	230.00	3.50	805.00
2105.533	SALVAGED AGGREGATE (CV)	CU YD	130.00	18.00	2,340.00
2105.601	DEWATERING	LUMP SUM	0.50	10,000.00	5,000.00
2105.604	GEOTEXTILE FABRIC TYPE IV	SQ YD	462.00	2.50	1,155.00
2105.607	EXCAVATION SPECIAL	CU YD	788.00	135.00	106,380.00
2105.607	STRUCTURAL SOIL BORROW (CV)	CU YD	248.00	75.00	18,600.00
2105.607	PREMIUM TOPSOIL BORROW	CU YD	48.00	30.00	1,440.00
2211.503	AGGREGATE BASE (CV) CLASS 5 MODIFIED	CU YD	100.00	20.00	2,000.00
2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	EACH	505.00	15.00	7,575.00
2301.602	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	505.00	12.00	6,060.00
2301.604	CONCRETE PAVEMENT (SPECIAL)	SQ YD	727.00	18.00	13,086.00
2301.607	STRUCTURAL CONCRETE (SPECIAL)	CU YD	141.00	150.00	21,150.00
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	62.00	3.00	186.00
2360.501	TYPE SP 19.0 WEARING COURSE MIXTURE (3,B)	TON	94.00	75.00	7,050.00
2360.502	TYPE SP 19.0 NON WEARING COURSE MIXTURE (3,B)	TON	102.00	70.00	7,140.00
2451.609	AGGREGATE FOUNDATION	TON	1,000.00	17.00	17,000.00
2503.511	6" PVC PIPE SEWER	LIN FT	3,465.00	21.00	72,765.00
2503.511	8" PVC PIPE SEWER	LIN FT	200.00	28.00	5,600.00

ITEM NUMBER	S.P. 4210-38 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2503.511	12" PVC PIPE SEWER	LIN FT	2,163.00	49.00	105,987.00
2503.511	15" PVC PIPE SEWER	LIN FT	543.00	55.00	29,865.00
2503.602	RECONNECT SANITARY SEWER SERVICE	EACH	1.00	265.00	265.00
2503.602	8"X6" PVC WYE	EACH	2.00	82.00	164.00
2503.602	12"X4" PVC WYE	EACH	1.00	170.00	170.00
2503.602	12"X6" PVC WYE	EACH	49.00	200.00	9,800.00
2503.602	15"X6" PVC WYE	EACH	6.00	240.00	1,440.00
2503.603	FILL & ABANDON PIPE	LIN FT	425.00	5.00	2,125.00
2503.603	PLUG FILL & ABANDON PIPE SEWER	LIN FT	240.00	7.50	1,800.00
2503.603	12" PVC PIPE SEWER	LIN FT	475.00	65.00	30,875.00
2503.603	24" STEEL CASING PIPE (JACKED)	LIN FT	112.00	300.00	33,600.00
2503.611	PUMPING	DAY	28.00	200.00	5,600.00
2504.602	HYDRANT	EACH	8.00	2,800.00	22,400.00
2504.602	INSTALL GATE VALVE AND BOX	EACH	3.00	320.00	960.00
2504.602	6" GATE VALVE AND BOX	EACH	18.00	875.00	15,750.00
2504.602	8" GATE VALVE AND BOX	EACH	5.00	1,350.00	6,750.00
2504.602	10" GATE VALVE AND BOX	EACH	6.00	1,800.00	10,800.00
2504.602	12" GATE VALVE AND BOX	EACH	6.00	2,400.00	14,400.00
2504.603	1" TYPE K COPPER PIPE	LIN FT	2,534.00	18.00	45,612.00
2504.603	1.5" TYPE K COPPER PIPE	LIN FT	234.00	20.00	4,680.00
2504.603	2" TYPE K COPPER PIPE	LIN FT	100.00	34.00	3,400.00
2504.603	6" PVC WATERMAIN	LIN FT	417.00	36.00	15,012.00
2504.603	8" PVC WATERMAIN	LIN FT	327.00	28.00	9,156.00
2504.603	10" PVC WATERMAIN	LIN FT	1,545.00	29.50	45,577.50
2504.603	12" PVC WATERMAIN	LIN FT	1,342.00	37.00	49,654.00
2504.603	12" PVC WATERMAIN (DIRECTIONALLY DRILLED)	LIN FT	800.00	55.00	44,000.00
2504.608	WATERMAIN FITTINGS	POUND	4,143.00	4.00	16,572.00
2506.603	CONSTRUCT 12" OUTSIDE DROP	LIN FT	15.40	220.00	3,388.00
2506.603	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	131.50	160.00	21,040.00
2521.501	4" CONCRETE WALK SPECIAL	SQ FT	38,394.00	6.00	230,364.00
2521.501	4" CONCRETE WALK SPECIAL 1	SQ FT	4,564.00	15.00	68,460.00
2540.602	WASTE RECEPTACLE	EACH	12.00	900.00	10,800.00
2540.602	PRECAST CONCRETE PLANTERS	EACH	64.00	1,300.00	83,200.00
2540.602	BOLLARD	EACH	54.00	750.00	40,500.00

(1) 100% CITY

ITEM NUMBER	S.P. 4210-38 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2545.515	LIGHT BASE DESIGN SPECIAL	EACH	36.00	4,000.00	144,000.00
2545.523	1" NON-METALLIC CONDUIT	LIN FT	2,365.00	2.50	5,912.50
2545.523	1.5" NON-METALLIC CONDUIT	LIN FT	3,700.00	3.00	11,100.00
2545.523	2" NON-METALLIC CONDUIT	LIN FT	5,355.00	3.50	18,742.50
2545.523	3" NON-METALLIC CONDUIT	LIN FT	960.00	5.50	5,280.00
2545.531	UNDERGROUND WIRE 1 COND NO 6	LIN FT	25,100.00	0.85	21,335.00
2545.531	UNDERGROUND WIRE 1 COND NO 8	LIN FT	30,360.00	0.65	19,734.00
2545.541	SERVICE CABINET SECONDARY TYPE L1	EACH	2.00	4,900.00	9,800.00
2545.541	SERVICE CABINET SECONDARY TYPE L2	EACH	3.00	6,700.00	20,100.00
2545.545	EQUIPMENT PAD B	EACH	5.00	850.00	4,250.00
2545.553	HANDHOLE	EACH	10.00	850.00	8,500.00
2545.602	INSTALL LIGHTING UNIT	EACH	40.00	350.00	14,000.00
2545.602	GFCI RECEPTACLE	EACH	59.00	210.00	12,390.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.34	20,000.00	6,800.00
2571.502	DECIDUOUS TREE 1.75" CAL B&B	TREE	47.00	320.00	15,040.00
2571.502	DECIDUOUS TREE 2" CAL B&B	TREE	37.00	350.00	12,950.00
2571.503	ORNAMENTAL TREE 7' HT CONT	TREE	5.00	180.00	900.00
2571.503	ORNAMENTAL TREE 1.5" CAL B&B	TREE	9.00	275.00	2,475.00
2571.505	DECIDUOUS SHRUB 12" HT CONT	SHRB	110.00	53.00	5,830.00
2575.513	MULCH MATERIAL TYPE 6	CU YD	1.50	25.00	37.50
2575.513	MULCH MATERIAL TYPE 9	CU YD	3.50	60.00	210.00
2575.604	GEOTEXTILE FABRIC	SQ YD	95.00	8.00	760.00
				TOTAL	\$1,809,088.90
	(1) 100% CITY		\$1,809,088.90		

(2) 80 % FEDERAL, 12 % STATE, 8 % CITY

90606

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 4210-38 PERPETUATED PARKING AND CONCRETE WALK	UNIT	QUANTITY	UNIT PRICE	COST (2)
2021.501	MOBILIZATION	LUMP SUM	0.03	210,000.00	6,300.00
2105.507	SUBGRADE EXCAVATION (P)	CU YD	1,464.00	6.25	9,150.00
2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	1,464.00	10.00	14,640.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	209.00	17.50	3,657.50
2301.503	CONCRETE PAVEMENT IRREGULAR WIDTH 7.0"	SQ YD	1,682.00	16.00	26,912.00
2301.511	STRUCTURAL CONCRETE	CU YD	326.00	91.00	29,666.00
2301.529	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	1,264.00	0.85	1,074.40
2301.538	DOWEL BAR	EACH	1,040.00	5.20	5,408.00
2521.501	4" CONCRETE WALK	SQ FT	17,681.00	2.75	48,622.75
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	20,000.00	600.00
				TOTAL	\$146,030.65
	(2) 60% - 80% FEDERAL	\$70,094.71			
	20% STATE	\$23,364.90			
	40% - 80% FEDERAL	\$46,729.81			
	20% CITY	\$11,682.45			

(3) 80 % FEDERAL, 20% CITY

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 4210-38 NEW PARKING	UNIT	QUANTITY	UNIT PRICE	COST (3)
2021.501	MOBILIZATION	LUMP SUM	0.01	210,000.00	2,100.00
2105.507	SUBGRADE EXCAVATION (P)	CU YD	1,146.00	6.25	7,162.50
2105.522	SELECT GRANULAR BORROW (CV) (P)	CU YD	1,146.00	10.00	11,460.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	164.00	17.50	2,870.00
2301.503	CONCRETE PAVEMENT IRREGULAR WIDTH 7.0"	SQ YD	1,078.00	16.00	17,248.00
2301.511	STRUCTURAL CONCRETE	CU YD	209.00	91.00	19,019.00
2301.529	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	810.00	0.85	688.50
2301.538	DOWEL BAR	EACH	664.00	5.20	3,452.80
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	20,000.00	200.00
				TOTAL	\$64,200.80
	(3) 80% FEDERAL	\$51,360.64			
	20% CITY	\$12,840.16			

(4) 100% CITY

ITEM NUMBER	S.P. 4210-38 TRAFFIC CONTROL SIGNAL SYSTEMS AND STATE FURNISHED MATERIALS	UNIT	QUANTITY	UNIT PRICE	COST (4)
TRAFFIC CONTROL SIGNAL SYSTEMS					
2565.511	FULL T ACT T CONTROL SIGNAL SYSTEM A	SIG SYS	0.33	150,000.00	49,500.00
2565.511	FULL T ACT T CONTROL SIGNAL SYSTEM B	SIG SYS	0.50	180,000.00	90,000.00
2565.511	FULL T ACT T CONTROL SIGNAL SYSTEM C	SIG SYS	0.50	180,000.00	90,000.00
2565.601	TRAFFIC CONTROL INTERCONNECTION	LUMP SUM	0.36	25,000.00	9,000.00
				TOTAL	\$238,500.00
(1) 100% CITY		\$238,500.00			
STATE FURNISHED MATERIALS					
SYSTEM "A" - CABINET & CONTROLLER		LUMP SUM	0.33	20,200.00	6,666.00
BATTERY BACKUP SERVICE CABINET		LUMP SUM	0.33	3,200.00	1,056.00
SYSTEM "B" - CABINET & CONTROLLER		LUMP SUM	0.50	20,200.00	10,100.00
BATTERY BACKUP SERVICE CABINET		LUMP SUM	0.50	3,200.00	1,600.00
SYSTEM "C" - CABINET & CONTROLLER		LUMP SUM	0.50	20,200.00	10,100.00
BATTERY BACKUP SERVICE CABINET		LUMP SUM	0.50	3,200.00	1,600.00
				TOTAL	\$31,122.00
(1) 100% CITY		\$31,122.00			

STATE OF MINNESOTA)

:SS

COUNTY OF LYON)

The undersigned, being the duly qualified City Clerk of the City of Marshall, Minnesota, and as such the custodian of the books and records of said City, hereby certifies and attests that the attached copy of Resolution Number 2929, Second Series is a true and correct copy of the original of said Resolution which are on file and of record in my office.


Thomas M. Meulebroeck, CMC
Financial Director/City Clerk
City of Marshall

(SEAL)

RESOLUTION NUMBER 2929, SECOND SERIES

RESOLUTION AUTHORIZING EXECUTION OF
COOPERATIVE CONSTRUCTION AGREEMENT AND AMENDMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, MINNESOTA that the City of Marshall enter into Mn/DOT Agreement No. 90606-R with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utilities, parking, lighting, aesthetics and signal construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 68 from 176 feet northwest of the west junction of Trunk Highway No. 59 to the junction of Trunk Highway No. 19 within the corporate City limits under State Project No. 4210-38.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk/Financial Director are authorized to execute the Agreement and any amendments to the Agreement.

Passed and adopted by the Council this 12th day of February, 2007.



Mayor

ATTEST:



City Clerk/Financial Director

This Instrument Drafted by:
Glenn J. Olson, P.E.
Director of Public Works/City Engineer



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, May 9, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Amendment to Sec. 74-122 (b) regarding Snow Emergency Declaration - Adoption of Ordinance
Background Information:	Please see attached proposed amendments Sec. 74-122 (b) relating to snow emergency declaration. At the L&O Committee meeting on 04/04/2023, all voted in favor on the recommendation that the amendment be brought to the City Council. This amendment would amend the commencement of the snow emergency from 12:01pm to 12:00 midnight following the written declaration and public broadcast.
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council adopt Ordinance No. 23-010 amending Sec. 74-122 (b) of the City Code of Ordinances.

ORDINANCE NO. 23-010
AMENDING CHAPTER 74, ARTICLE 74-V SECTION 74-122 RELATING TO WEATHER EMERGENCY,
SNOW EMERGENCY, STREET REPAIR AND STREET CLEANING

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

Section 1: City Code of Ordinances, Chapter 74-Traffic and Vehicles, Article 74-V Stopping, Standing and Parking, is hereby amended in Section 74-122, as follows:

Snow removal. After or during the fall of snow on any day between November 1 and April 1, a designated official is authorized to declare in writing a snow removal emergency which shall be announced by radio broadcast as soon as possible on the local radio stations. Thereafter, at 12:00 midnight ~~12:01 p.m.~~ following such broadcast, all vehicles shall be removed from all city streets or streets in the city so designated in such declaration. Such snow removal emergency shall end at the expiration of a 48-hour period unless the emergency shall be renewed and be announced by a designated official.

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

Passed and adopted by the Common Council this 9th day of May 2023.

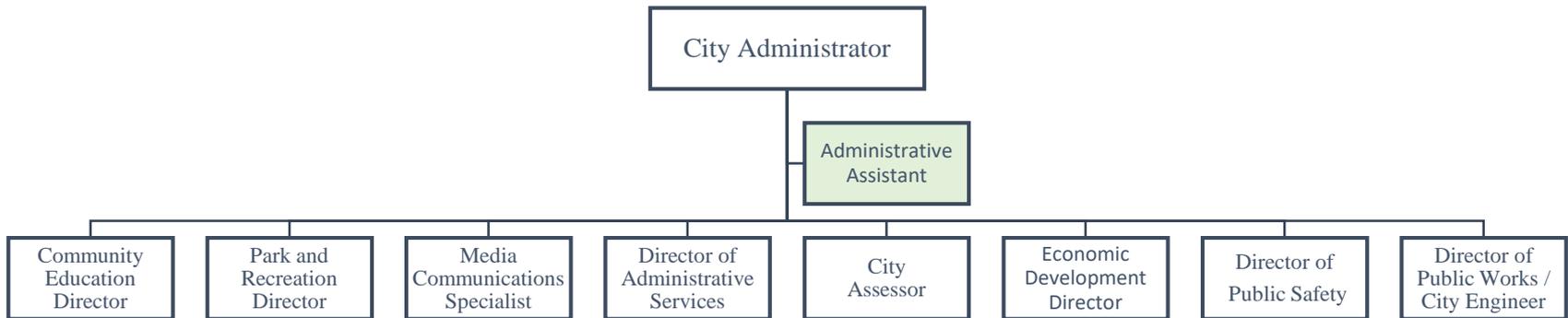
THE COMMON COUNCIL
Robert Byrnes
Mayor of the City of Marshall, MN

ATTEST:
Steven Anderson
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sharon Hanson and Sheila Dubs
Meeting Date:	Tuesday, May 9, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of an amendment to the organizational structure
Background Information:	<p>At the December 13, 2022 and February 28, 2023 City Council meetings, the Council approved reorganizations of the Community Services Division. Following additional review, Staff are proposing an amendment to the current MCS Office Assistant/Receptionist job description, increasing the level of duties and responsibilities, and a transition of the MCS Administrative Assistant to the Administration Division. The Personnel Committee has reviewed this proposal. Staff are proposing July 1, 2023 effective date.</p> <p>This proposal does not add additional staff. The proposal transfers one employee from Community Services to Administration, and increases the duties/responsibilities for one employee within the Community Services division.</p> <p>Proposed organizational charts are attached. Draft job descriptions will be provided prior to the meeting.</p> <p>If the proposed restructure is approved by the Council, staff will proceed with sending the revised MCS Office Assistant/Receptionist job description to Gallagher for a proper DBM rating and re-titling of the position.</p> <p>If approved, the incumbent in the Administrative Assistant position would be supervised by the City Administrator and be assigned work that would support all divisions. Examples of work assignments will include: EDA administrative support, City-sponsored communications, marketing and social media support, labor relations assistance, Council scheduling and support, etc.</p>
Fiscal Impact:	<p>Staff will submit the revised job description to Gallagher to establish a proper DBM Rating. The incumbent would be placed into the new pay schedule on the step closest to the current rate of pay that results in an increase in pay.</p> <p>There would be no change in pay resulting from the transfer of the Administrative Assistant from the Community Services to the Administration Division.</p>
Alternative/ Variations:	Decline approval and maintain existing department structure.
Recommendations:	That the Council approve the amended organizational structure.

Organization Chart—Reporting to the City Administrator



Proposed structure

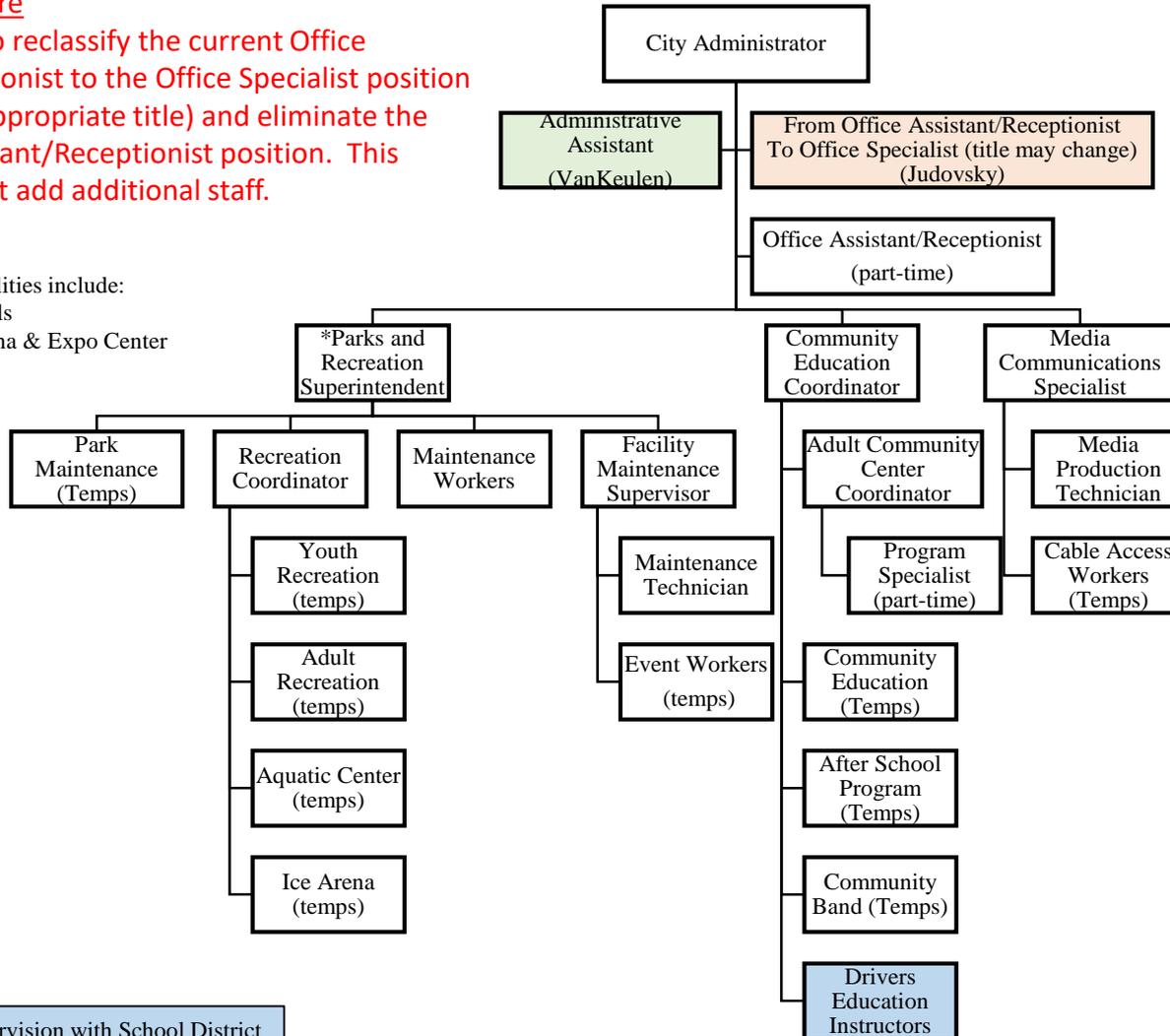
The proposal is to transfer the current Community Services Administrative Assistant to the Administration Division to provide a wider range of administrative supports across all divisions. This proposal does not add additional staff.

Organization Chart—COMMUNITY SERVICES

Proposed structure

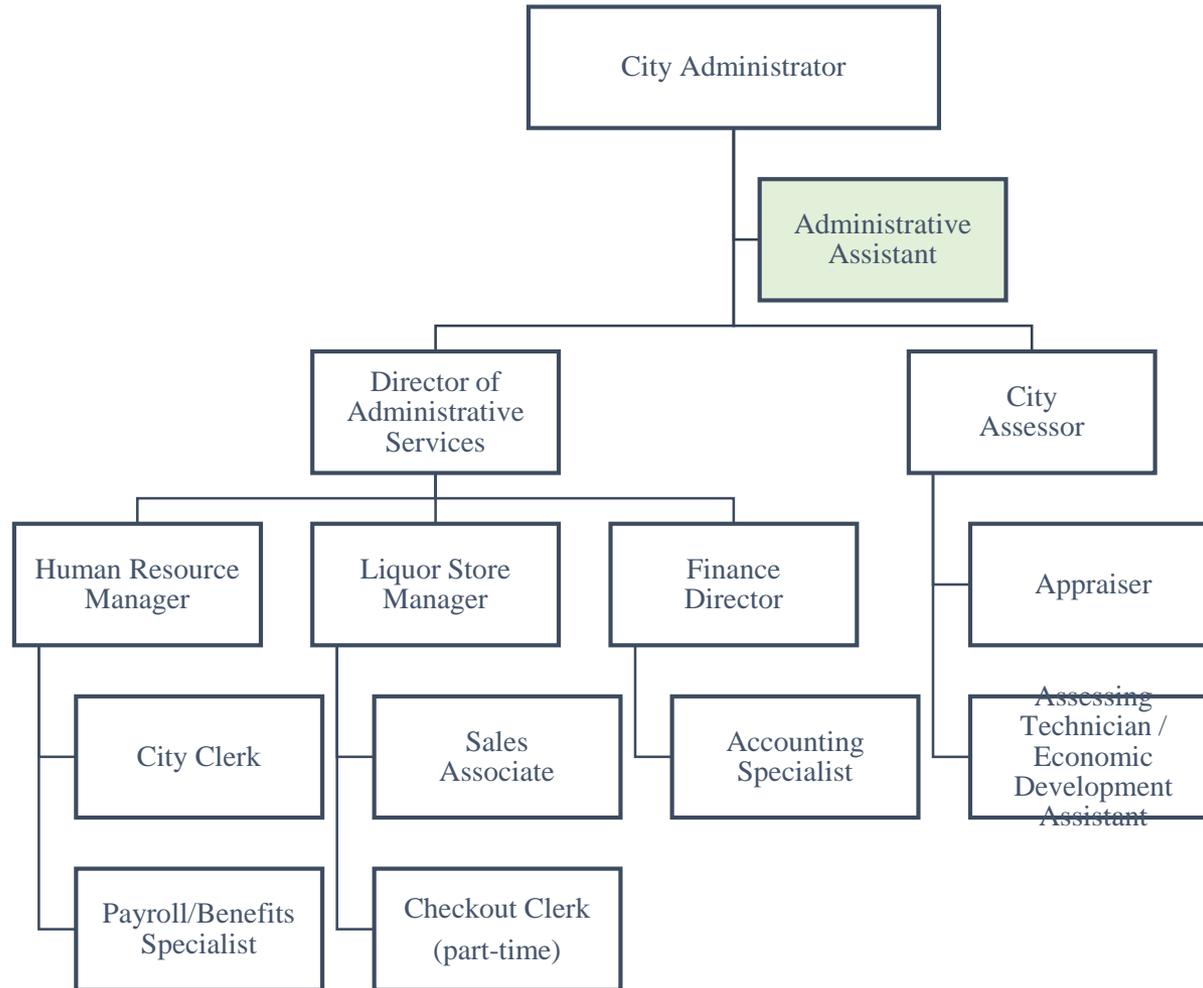
The proposal is to reclassify the current Office Assistant/Receptionist to the Office Specialist position (or other more appropriate title) and eliminate the MCS Office Assistant/Receptionist position. This proposal does not add additional staff.

*Responsible Facilities include:
 City Parks/Trails
 Red Baron Arena & Expo Center
 Aquatic Center

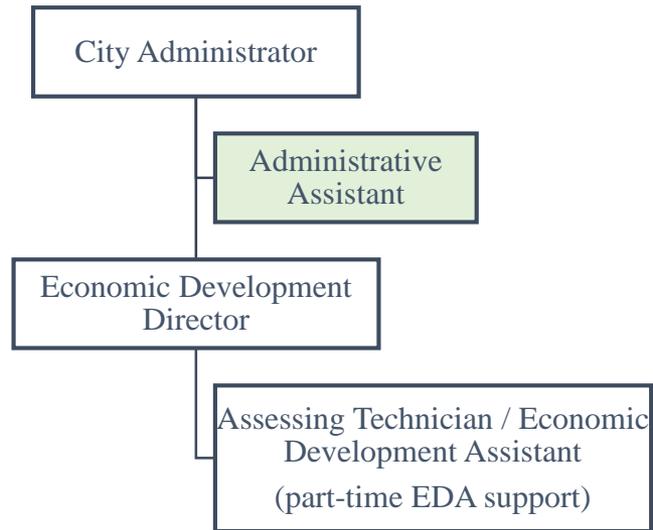


Item 13. notes shared supervision with School District

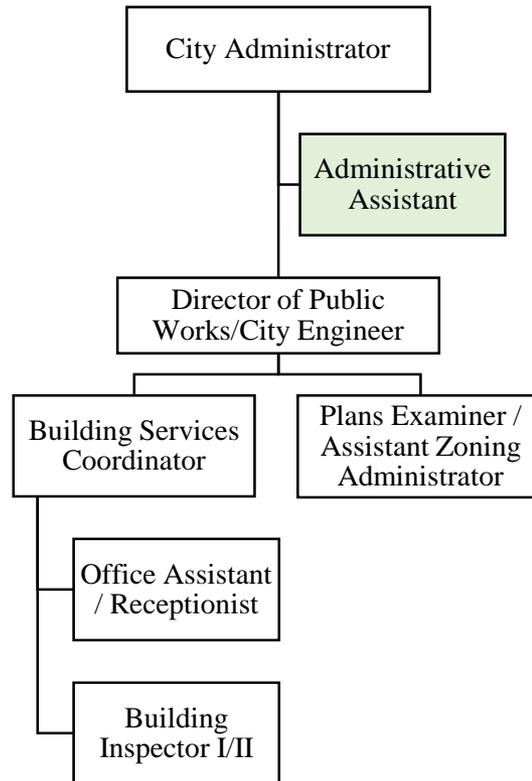
Organization Chart—ADMINISTRATION



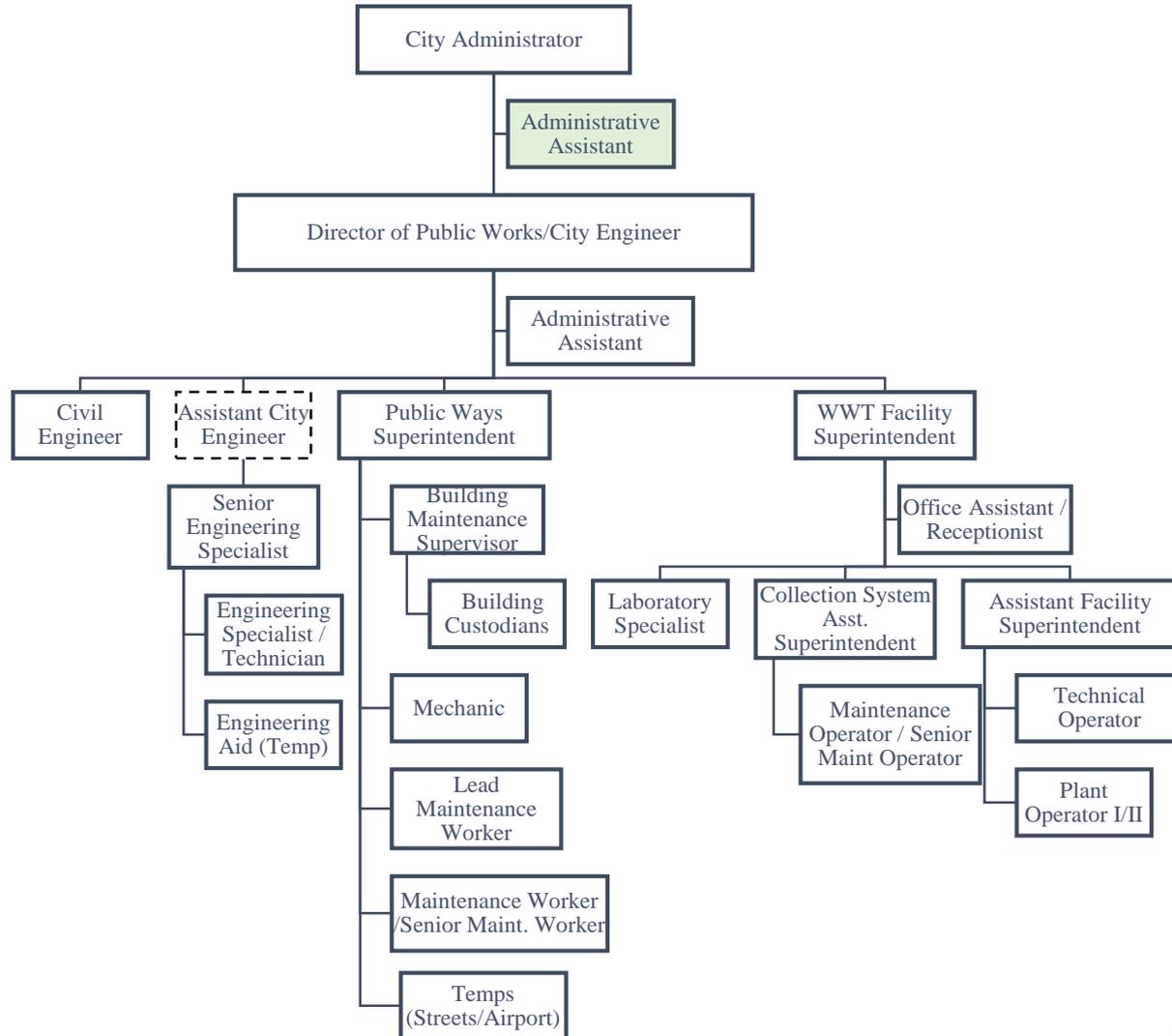
Organization Chart—ECONOMIC DEVELOPMENT



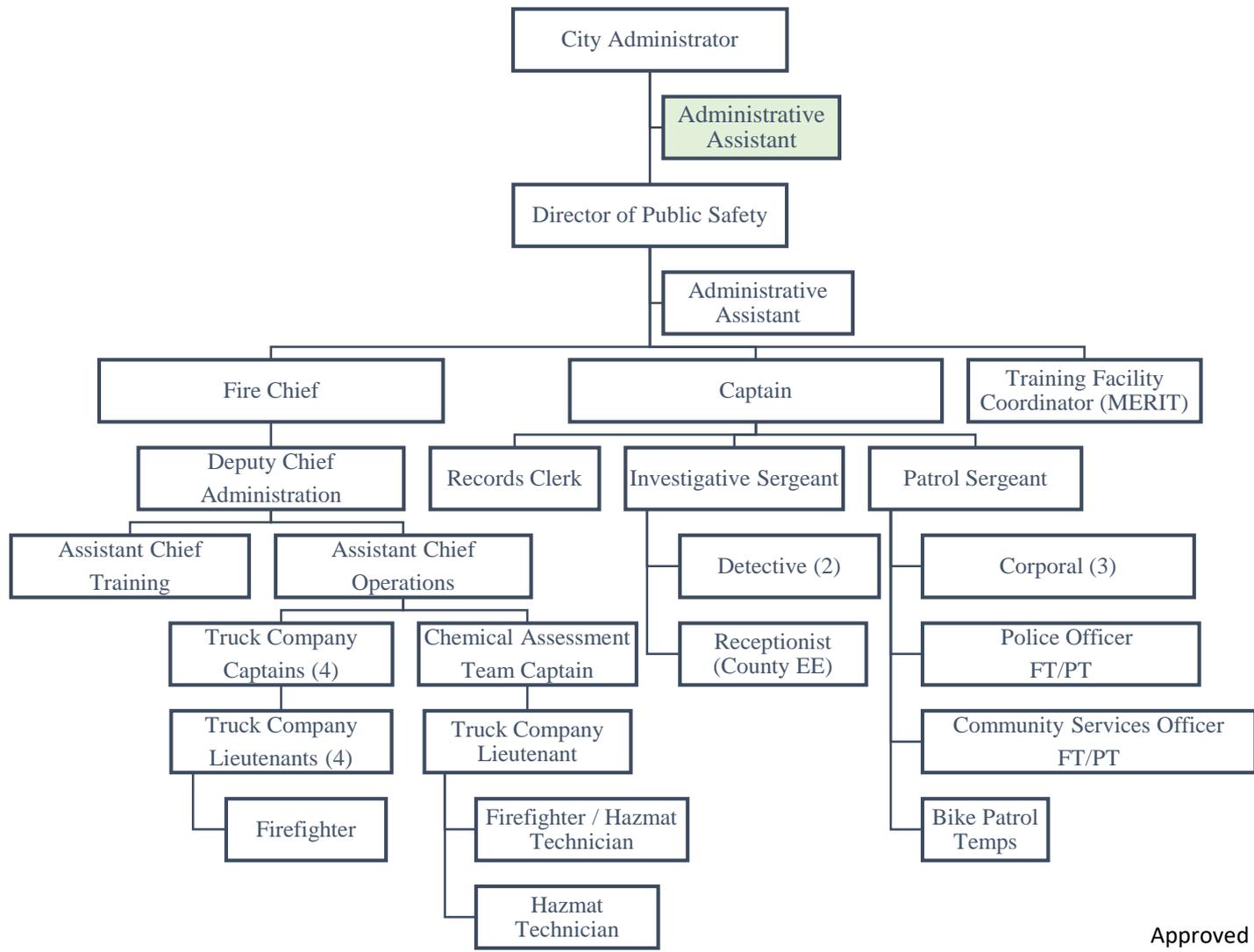
Organizational Chart—COMMUNITY PLANNING



Organizational Chart—PUBLIC WORKS



Organizational Chart—PUBLIC SAFETY



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sharon Hanson, City Administrator
Meeting Date:	Tuesday, May 9, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Lease of Downtown Parking Lot for Public Use, Terms for Use and Improvement
Background Information:	<p>Staff and Mayor have been discussing the use of the Knochenmus Enterprise parking lot, located adjacent to Ralco Headquarters/Upper Room, for use as public parking as result of Block 11 Development and the redevelopment of the Mercantile by Knochenmus Enterprises. Downtown businesses from 5th Street to West College Drive have been supported by City owned public parking lots.</p> <p>Knochenmus Enterprises wishes to continue to own this parking lot. Thus, staff have researched parking lot lease rates and the lease rate supports the terms of the agreement.</p> <p>Knochenmus Enterprises has requested the repaving of the parking lot during the 2023 construction season, with a six-inch concrete surface (the “Repaving Project”). Reimbursement to the City for these costs will be through our normal and ordinary assessment procedures. This agreement will supersede the previous agreement between the City and Schwans.</p>
Fiscal Impact:	<p>Tenant shall pay Landlord \$30,000/year in rent for the first 10 years of the term of this Agreement. Rent shall be payable by Tenant on January 1st of each year. No rent shall be charged by Landlord for the remaining 20 years of the term of this Agreement.</p> <p>The concrete construction project will be assessed to Knochenmus Enterprises, current estimated construction costs between \$280,000 to \$325,000.</p>
Alternative/ Variations:	Do not approve this agreement, current agreement stays in place, indefinitely.
Recommendations:	Recommend adoption of this agreement.

LEASE AGREEMENT

This Lease Agreement (this “Agreement”) is dated as of this ____ day of _____, 2023, by and between Knochenmus Enterprises, LLP, a Minnesota limited liability partnership (“Landlord”) and the City of Marshall, Minnesota, a Minnesota municipal corporation (“Tenant”).

1. DEFINITIONS.

“Leased Premises” means the property legally described on attached Exhibit A.

2. TERM; EARLY TERMINATION.

A. Term. In consideration of Tenant’s performance of Tenant’s obligations under this Agreement, Landlord hereby leases the Leased Premises to Tenant for a 30-year term.

B. Termination. This Agreement shall terminate on _____, 2053. Tenant may terminate this Agreement early by providing Landlord with notice 30 days in advance of the effective date of termination.

3. **RENT.** Tenant shall pay Landlord \$30,000/year in rent for the first 10 years of the term of this Agreement. Rent shall be payable by Tenant on January 1st of each year. No rent shall be charged by Landlord for the remaining 20 years of the term of this Agreement.

4. **USE.** Landlord does hereby grant a lease to Tenant for the purposes of a public parking lot. Landlord may also use the Leased Premises for parking.

5. **UTILITIES AND OPERATING COSTS.** Landlord shall pay all costs associated with the use, operation, and management of the Leased Premises during the term of this Agreement. Landlord shall also be responsible for payment of all property taxes for the Leased Premises.

6. **MAINTENANCE AND REPAIR OF THE LEASED PREMISES.** Tenant shall keep the Leased Premises in a clean and orderly condition during the term of this Agreement so long as the Leased Premises are owned by Landlord, including the removal of any materials, debris, or refuse on the Leased Premises. Tenant shall, at all times throughout the term of this Agreement so long as the Leased Premises are owned by Landlord, and at its sole expense, keep the Leased Premises in at least as good condition as existed on the date of this Agreement, reasonable wear and tear excepted. With

the exception of snow removal, installation and repair of parking lot signage, parking lot striping, and parking lot sweeping, which will be performed by Tenant, Landlord shall be responsible for maintaining the Leased Premises. Landlord's maintenance responsibilities shall include, but not be limited to, crack sealing, concrete repair and maintenance (i.e., joint sealing, concrete curb and gutter removal and replacement, concrete panel removal and replacement (including driveway and sidewalks)), repairs to drainage structures and facilities, maintenance of landscaping, grass mowing, and tree removal and replacement. Should Landlord sell or convey the Leased Premises, Tenant's maintenance obligations under this Section 6 of the Agreement shall cease and the successor in title to Landlord shall become responsible for snow removal. In all events, Tenant shall be responsible for repairing any damage caused by Tenant or its invitees to the Leased Premises. Landlord shall be responsible for any damage caused by Landlord or its invitees to the Leased Premises.

7. ALTERATION OR IMPROVEMENT OF THE LEASED PREMISES. Tenant shall not make any additions or improvements in or to the Leased Premises without Landlord's prior written consent. Landlord hereby consents to Tenant repaving the parking lot on the Leased Premises during the 2023 construction season. Tenant shall replace the parking surface on the Leased Premises with a six-inch concrete surface (the "Repaving Project"). Landlord shall be responsible for reimbursing Tenant for its costs incurred with respect to the Repaving Project. Prior to the Repaving Project commencing, Landlord shall execute the form of Petition and Waiver Agreement that is attached as Exhibit B that will allow the costs of the Repaving Project to be specially assessed against the Leased Premises.

8. INDEMNIFICATION; COVENANTS TO DEFEND AND HOLD HARMLESS. Any and all claims that arise or may arise against Tenant, its officials, employees, agents, or contractors while engaged in its use of the Leased Premises shall in no way be the obligation of Landlord. Nothing in this Agreement shall be construed as a waiver by Tenant of any immunity, defenses, or other limitations on liability to which Tenant is entitled by law.

8.1. **Indemnification of Landlord.** Except where because of Landlord's gross negligence, willful misconduct, or failure to act in the manner required by this Agreement, Tenant will indemnify and save harmless Landlord from and against all liabilities, damages, claims, fines, penalties, costs and other expenses, including reasonable attorneys' fees, that may be imposed upon, incurred by, or asserted against Landlord by reason of any or all of the following: (a) any personal injury or property damage occurring to the Leased Premises caused by Tenant or its officials, employees, agents, licensees, or invitees; (b) any willful misconduct on the part of Tenant, its officials, employees, agents, licensees, or invitees; (c) any failure by Tenant, its officials, employees, agents, licensees or invitees to comply with any requirements of any governmental authority; (d) any prosecution or defense of any suit or other proceeding in discharging the Leased Premises or any part thereof from any liens, judgments, or encumbrances, created upon or against the same or against Tenant's leasehold estate; (e) any proceedings in obtaining possession of the Leased Premises after the termination of this Agreement by forfeiture or otherwise; (f) any litigation commenced by or against Tenant to which Landlord is made a party without any fault on the part of Landlord; and (g) any failure on the part of Tenant to perform or comply with any covenant or agreement required by Tenant hereunder.

8.2. **Indemnification of Tenant.** Except where because of Tenant's gross negligence, willful misconduct or failure to act in the manner required by this Agreement, Landlord will

indemnify and save harmless Tenant from and against all liabilities, damages, claims, fines, penalties, costs and other expenses, including reasonable attorneys' fees, that may be imposed upon, incurred by, or asserted against Tenant by reason of any or all of the following: (a) any personal injury or property damage occurring on the Leased Premises; by Landlord or those claiming through or under Landlord; (b) any negligence on the part of Landlord, its officers, employees, agents, licensees, or invitees; (c) any failure by Landlord, its officers, employees, agents, licensees or invitees to comply with any requirements of any governmental authority to the extent such compliance is not the specific obligation of Tenant hereunder; (d) any prosecution or defense of any suit or other proceeding in discharging the Leased Premises or any part thereof from any liens, judgments, or encumbrances, created upon or against the same or against Tenant's leasehold estate, to the extent such liens, judgements or encumbrances are not created by Tenant or by parties claiming through or under Tenant; (e) any proceedings in enforcing Tenant's rights and remedies hereunder; (f) any litigation commenced by or against Landlord to which Tenant is made a party without any fault on the part of Tenant; and (g) any failure on the part of Landlord to perform or comply with any covenant or agreement required by Landlord hereunder.

9. LIABILITY INSURANCE. Landlord shall, at its expense during the term of this Agreement, keep in full force and effect a policy or policies of "occurrence" based commercial general liability insurance, providing coverage for bodily injury, personal property damage, personal injury, and contractual liability. Such policy or policies shall have combined policy limits in amounts not less than \$1,500,000.

10. QUIET ENJOYMENT. Landlord warrants that it has full right to execute and to perform this Agreement and to grant the estate demised, and that Tenant, upon Tenant's performance of all of the terms, conditions, covenants and agreements on Tenant's part to be observed and performed under this Agreement, may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Agreement.

11. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration or termination of this Agreement, it shall be deemed to be occupying said Leased Premises as a Tenant at sufferance, subject to all the conditions, provisions, and obligations of this Agreement insofar as the same can be applicable to a tenancy at sufferance.

12. SURRENDER. Upon expiration or termination of this Agreement, Tenant shall peaceably surrender the Leased Premises

13. ACCESS TO LEASED PREMISES. Tenant agrees that Landlord shall be able to continue to use and access the Leased Premises as a parking lot during the term of this Agreement.

14. DEFAULT.

A. Events of Default: The occurrence of any one or more of the following events shall constitute an Event of Default:

(1) Tenant's attempt to sublet any portion of the Leased Premises, or assign its interest under this Agreement without the written permission of Landlord; or

(2) Tenant's or Landlord's failure to fully perform any its obligations, other than the obligations referenced in subsections (1) above, which failure remains uncured for 30 days following the non-defaulting party's written notice to the defaulting party of its failure to perform such obligation.

B. Landlord's Remedies: If an Event of Default occurs, Landlord shall have the following remedies:

(1) Landlord may, but shall not be obligated to, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Agreement, pay or perform any obligations of Tenant; pay any cost or expense to be paid by Tenant; and make any other payment or perform any other act on the part of Tenant to be made and performed as provided for in this Agreement, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees. Tenant shall pay costs to Landlord upon demand with interest at seven percent per annum.

(2) Landlord may terminate this Agreement by written notice to Tenant in which case Tenant shall vacate the Leased Premises in accordance with Section 12. Neither the passage of time after the occurrence of an Event of Default nor Landlord's exercise of any other remedy with regard to such Event of Default shall limit Landlord's right to terminate this Agreement by written notice to Tenant.

(3) Landlord may, whether or not Landlord has elected to terminate this Agreement, immediately commence summary proceedings in Unlawful Detainer to recover possession of the Leased Premises. In the event of the issuance of a Writ of Restitution in such proceeding, upon Landlord's reentry upon and repossession of the Leased Premises, Landlord may remove Tenant and all other persons from the Leased Premises (subject to Tenant's right and responsibility to remove its personal property pursuant to Section 13). In the event Landlord reenters the Leased Premises pursuant to this paragraph and Tenant fails to remove its personal property within the time period, all items of personal property not removed by Tenant within said period shall be deemed abandoned, and title thereto shall transfer to Landlord at the expiration of such period or, upon Tenant's vacation of the Leased Premises. These items may be disposed of by Landlord. Tenant shall be responsible for all disposal costs.

C. Tenant's Remedies. If an Event of Default occurs, Tenant shall have the following remedies:

(1) Tenant may, but shall not be obligated to, and without notice to or demand upon Landlord and without waiving or releasing Landlord from any obligations of Landlord under this Agreement, pay or perform any obligations of Landlord; pay any cost or expense to be paid by Landlord; and make any other payment or perform any other act on the part of Landlord to be made and performed as provided for in this Agreement, in such manner and to such extent as Tenant may deem desirable, and in exercising any such

right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees. Landlord shall pay costs to Tenant upon demand with interest at seven percent per annum or alternatively, Tenant's costs may be deducted from the rent due under this Agreement.

(2) Tenant may terminate this Agreement by written notice to Landlord in which case Tenant shall vacate the Leased Premises in accordance with Section 12. Neither the passage of time after the occurrence of an Event of Default nor Tenant's exercise of any other remedy with regard to such Event of Default shall limit Tenant's right to terminate this Agreement by written notice to Landlord.

Prior to exercising any of the above remedies, Landlord and Tenant shall meet to discuss and attempt to resolve the Event of Default. Each party shall make a good faith effort to resolve the Event of Default. If the Event of Default is not resolved by the parties, the parties shall submit the dispute to non-binding mediation before filing any action in court. The parties shall share the cost of the mediator, and each shall be responsible for their own costs associated with preparing for and attending the mediation.

No remedy provided for herein or elsewhere in this Agreement or otherwise available to Landlord or Tenant by law, statute, or equity, shall be exclusive of any other remedy, but all such remedies shall be cumulative and may be exercised from time to time and as often as the occasion may arise.

15. EMINENT DOMAIN. If an eminent domain or condemnation proceeding is commenced with respect to the Leased Premises during the term of this Agreement, the following provisions shall apply:

A. If a public or private body with the power of eminent domain or condemnation ("Condemning Authority") acquires all of the Leased Premises through the exercise of its power of eminent domain or condemnation or as a result of a sale in lieu thereof, this Agreement shall cease and terminate as of the date the Condemning Authority acquires possession.

B. If a Condemning Authority acquires only a part of the Leased Premises, and such acquisition materially affects the Leased Premises so as to render the Leased Premises unsuitable for the business of Tenant, in the absolute discretion of Tenant, then this Agreement shall cease and terminate as of the date the Condemning Authority acquires possession.

C. If a Condemning Authority acquires only a part of the Leased Premises and such acquisition does not render the Leased Premises unsuitable for the business of Tenant in the absolute discretion of Tenant, this Agreement shall continue in full force and effect.

D. Landlord shall be entitled to the award paid in any condemnation acquisition under power of eminent domain or the proceeds of a sale in lieu thereof, and Tenant shall not receive any portion of such award.

E. Although all damages in the event of any condemnation shall belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to

the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right on account of any and all damage to Tenant by reason of the condemnation and for or on account of any cost or loss to Tenant.

16. DAMAGE OR DESTRUCTION. If fire or other casualty damages or destroys the Leased Premises or the Leased Premises incurs substantial damage due to vandalism, or other unforeseen cause occurs during the term of this Agreement, then this Agreement shall terminate.

17. GENERAL.

A. Relationship of Landlord and Tenant: This Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationships between the parties hereto being that of Landlord and Tenant under this Agreement.

B. Waiver: No waiver of either party's remedies upon the occurrence of an Event of Default shall be implied from any omission by such party to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by the non-defaulting party shall not then be construed as a waiver of a subsequent Event of Default.

D. Choice of Law: The laws of the State of Minnesota shall govern the validity, performance, and enforcement of this Agreement.

E. Time: Time is of the essence in the performance of all obligations under this Agreement.

F. Notices and Demands. Except as otherwise expressly provided in this Agreement, any notice, demand, or other communication under this Agreement and any related document by either party to the other shall be sufficiently given or delivered if it is dispatched by United States Mail or delivered personally to:

(a) in the case of Landlord:
Knochenmus Enterprises, LLP
1600 Hahn Road
P.O. Box 318
Marshall, MN 56258
Attention: _____

(b) in the case of Tenant:
City of Marshall
344 West Main St.
Marshall, MN 56258

Attention: City Administrator

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 17.

G. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between Landlord and Tenant affecting the Leased Premises and there are no other agreements, either oral or written, between them other than said documents and as are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Agreement is executed.

H. Successors and Assigns: The terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Agreement shall run with the land and be recorded in the land records of Lyon County, Minnesota.

IN WITNESS WHEREOF, Landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

CITY OF MARSHALL

By: _____
Robert J. Byrnes
Its: Mayor

By: _____
Steven Anderson
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF LYON)

On this _____ day of _____, 2023, before me, a Notary Public within and for said County, personally appeared Robert J. Byrnes and Steven Anderson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Marshall, a Minnesota municipal corporation and that they acknowledged this Lease Agreement to be the free act and deed of said city.

Notary Public

EXHIBIT A TO AGREEMENT

Depiction and Description of the Leased Premises

Lot 3, Block 1, Schwan's Corp Addition, according to the recorded plat thereof, County of Lyon, State of Minnesota.

EXHIBIT B TO AGREEMENT
Form of Petition and Waiver Agreement

[to be attached]

Proposed Parking Lot Lease Agreement



03/29/2007
OFFICE OF COUNTY RECORDER
LYON COUNTY MINNESOTA
CERTIFIED, FILED, AND/OR
RECORDED ON
03/29/2007 04:05PM

JEANINE M. BARKER
COUNTY RECORDER
BY *Christy J. Allerton*
DEPUTY

RECEIVED APR 27 2007
.....

GRANT OF PUBLIC USE LICENSE

This Grant of Public Use License, made and entered into this 29th day of March, 2007, by and between the City of Marshall and Schwan's Development Corporation as follows:

WHEREAS, the City of Marshall is presently the owner of property identified as Parcel A, legal described on attached Exhibit A; and

WHEREAS, Schwan's Development Corporation is the owner of real property contiguous to and surrounded on three sides by Parcel A, which property is described on attached Exhibit B; and

WHEREAS, it is anticipated and contemplated that Parcel A will ultimately be conveyed from the City of Marshall to Schwan's Development Corporation; and

WHEREAS, the Parcel A is presently used for public parking purposes; and

WHEREAS, the parties hereto agree that the public purpose and public use of said property (Parcel A) as public parking lot and access to the downtown shopping and business region for Marshall, Minnesota, shall continue pursuant to the terms of this license.

NOW, THEREFORE, in consideration thereof, the parties hereto agree as follows:

1. Continued Public Purpose. The parties hereto grant to the public, the continued public use of the attached described premises for

public parking, public use and access purposes as presently exists. That said public purpose shall continue indefinitely into the future.

2. Terms of Real Property License. This license with respect to real estate is a privilege to go with the premises for the specific and certain purposes outlined above. That said license does not operate to confer on or vest in any licensee with any title, interest or estate in such property. The public is granted the privilege to use the property described on attached exhibits pursuant to the terms as outlined herein, but for no other purpose. That Schwan's Development Corporation shall provide reasonable notice to the City of Marshall and to the public in general as to the reasonable timeframe within which the license privileges as granted herein shall terminate. The recording of termination of license document shall terminate and end the public purpose privileges as granted herein. That the public purposes shall exist for period of at least three years from the date hereof.

3. Future Maintenance. The City of Marshall agrees to continue and provide normal and reasonable maintenance, snow removal and upkeep for the premises described in Exhibits A and B. Upon the termination of the license pursuant to future development plan by Schwan's Development Corporation, the City obligation for maintenance, upkeep and snow removal shall cease.

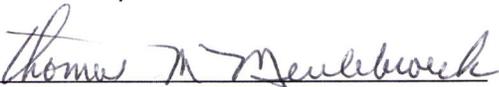
IN WITNESS WHEREOF, the parties have hereinto executed the agreement the date and year first above written.

CITY OF MARSHALL

By: 

Robert J. Byrnes

Its: Mayor

By: 

Thomas M. Meulebroeck

Its: Finance Director/City Clerk

SCHWAN'S DEVELOPMENT CORPORATION

By: _____

Its:

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CITY OF MARSHALL

By: _____
Robert J. Byrnes
Its: Mayor

By: _____
Thomas M. Meulebroeck
Its: Finance Director/City Clerk

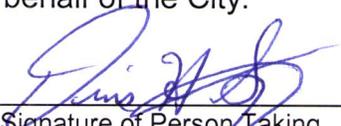
SCHWAN'S DEVELOPMENT CORPORATION

By: Wilbur D. Upchurch
Its: President

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this 29th day of March, 2007, by Robert J. Byrnes and Thomas M. Meulebroeck, the Mayor and Financial Director/City Clerk of the City of Marshall, a municipal corporation under the laws of Minnesota, on behalf of the City.

Notarial Stamp or Seal (or other Title or Rank)

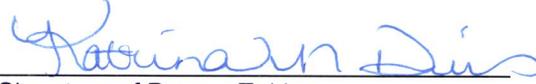


Signature of Person Taking Acknowledgment

STATE OF MINNESOTA)
)ss
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this 28th day of March, 2007, by William O. McCormack, the President of Schwan's Development Corporation, a Minnesota Corporation, on behalf of the Corporation.

Notarial Stamp or Seal (or other Title or Rank)




Signature of Person Taking Acknowledgment

THIS INSTRUMENT WAS DRAFTED BY:

By: Dennis H. Simpson
Marshall City Attorney
109 South Fourth Street
Marshall, MN 56258
(507) 537-1441

PARCEL A

That part of Lot 2, Block 5, Marshall Right of Way Addition described as follows:

Commencing at the intersection of the northeasterly line of said Lot 2, Block 5, Marshall Right of Way Addition and the northwesterly Right of Way line of West College Drive; thence southwesterly 52.0 feet to the point of beginning; thence northwesterly on a line parallel to the northeasterly line of said Lot 2, Block 5, Marshall Right of Way Addition to the center of the Redwood River; thence down the center of the Redwood River to the northeasterly line of said Lot 2, Block 5, Marshall Right of Way Addition; thence southeasterly on the northeasterly line of said Lot 2, Block 5, Marshall Right of Way Addition to a point 130.1 feet northwesterly of the northwesterly line of West College Drive; thence southwesterly 20.1 feet; thence southeasterly 130.1 feet to the northwesterly line of West College Drive; thence southwesterly 31.9 feet to the point of beginning.

AND

That part of Lot 19, Block 3, Original Plat to the City of Marshall described as follows:

Commencing at the intersection of the southwesterly line of said Lot 19, Block 3, Original Plat and the northwesterly right of line of West College Drive; thence northwesterly 130.1 feet to the point of beginning; thence northeasterly 50.0 feet; thence southeasterly 130.1 feet to the northwesterly line of West College Drive; thence northeasterly on the northwesterly line of West College Drive to the intersection with the center of the Redwood River; thence up the center of the Redwood River to the intersection with the southwesterly line of said Lot 19, Block 3, Original Plat; thence southeasterly to the point of beginning.



EXHIBIT B

That part of Lot 19, Block 3, Original Plat to the City of Marshall, Lyon County, Minnesota, described as follows: Commencing at the South corner of said Lot Nineteen (19) (being the intersection of the southwesterly line of said Lot 19 and the Northwesterly line of West College Drive), running thence northwesterly along the southwesterly line of said Lot a distance of 130.1 feet; thence northeasterly at right angles to last line a distance of fifty (50) feet; thence southeasterly at right angles to last line a distance of 130.1 feet to the northwesterly line of West College Drive; thence southwesterly along the northwesterly line of West College Drive (also the southeasterly line of Lot 19) a distance of fifty (50) feet to the point of beginning.

And, all that part of Lot 2, Block 5, Marshall Right-of-Way Addition described as follows: Commencing at the most easterly corner of said Lot 2 (also being the intersection of the northeasterly line of said Lot 2 and the northwesterly line of West College Drive); thence southwesterly along the southeasterly line of Lot 2 a distance of 20.1 feet; thence northwesterly parallel with the northeasterly line of Lot 2 a distance of 130.1 feet; thence northeasterly 20.1 feet to the northeasterly line of Lot 2; thence southeasterly along said northeasterly line of Lot 2 130.1 feet to the point of beginning.

TRANSACTION #: 45645

03/29/2007 04:05PM

170405

CITY OF MARSHALL
LICENSE

RECORDED DOCUMENTS F: \$46.00
TOTAL: \$46.00
CHARGE: \$46.00

DELIVER TO:

STONEBERG, PAUL E ATTY
300 O'CONNELL STREET
MARSHALL, MN 56258

THANK YOU
JEANINE M. BARKER
LYON COUNTY RECORDER
507-537-6722



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, May 9, 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

Economic Development Authority

All positions currently filled.

Library Board

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

Marshall Municipal Utilities Commission

All positions currently filled.

MERIT Center Commission

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

Planning Commission

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

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

Police Advisory Board

All positions currently filled.

Public Housing Commission

All positions currently filled.

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

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: May 9, 2023

SUBJECT: Administrative Brief

CITY ATTORNEY

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

- Attended both council meetings.
- Collaboration with staff on several ordinances including finalizing adult community center ordinance.
- Toured City and City projects from City Administrator.
- Attended Legal Executive Committee.
- Worked with MN Dept. of Revenue on outstanding balance of City Hall Contract due to subcontractor not submitting IC134 Withholding forms.
- Advised on data question related to park participant and also regarding complainant data.
- Reviewed Red Baron contracts and discussed updating template for these agreements.
- Continued working with staff on existing and new code violations.
- Assisted with C.U.P. findings of fact and process for solar garden.
- Worked with EDA on NDA agreement.
- Reviewed a number of contracts, including for picnic shelter.
- Advised staff on various incidental legal questions posed to attorney throughout the month, including possible property damage insurance claim.
- Collaborated with staff on private road questions.
- Started discussions regarding Cannabis bill and interim ordinances.

Work of other K&G Attorneys:

- Attorney Vose assisted with franchising questions.
- Attorney Cruz Jennings reviewed Amateur Sports Commission bylaws.
- Attorney Gilchrist is collaborating with City on developing new project legal review process.

General Updates:

- New proposed (or if indicated signed) legislation:
 - ✓ We are monitoring HF100 and SF73 – Cannabis bills. Both House bill and Senate bill passed, and now go to conference committee to work out minor differences. The Governor has indicated he will sign what version comes to his desk. Expect to see a memo from me/staff overviewing possible impacts.
 - ✓ Some cities getting contacted by Governor's office to discuss Governor's proposal to replace lead pipes across Minnesota: <https://mn.gov/governor/newsroom/press-releases/#/detail/appld/1/id/574367>

- ✓ Governor signed into law HF1656 which establishes grant programs to help local government apply for federal funds for energy projects under the Infrastructure Investment and Jobs Act, Public Law 117-58, or the Inflation Reduction Act of 2022, Public Law 117-169.
<https://www.lmc.org/news-publications/news/all/funding-to-assist-cities-with-energy-related-grant-programs-passes-senate-heads-to-governor/>
- ✓ House passed the family medical leave bill (Senate version of bill still in committee) that would guarantee all workers have access to FMLA benefits. Under the bill, workers would be eligible for up to 18 weeks of paid leave to care for themselves if they are suffering from a serious medical condition or a family member, including a newborn. If workers experience complications due to pregnancy, they could receive an additional six weeks for no more than 24 weeks in a single year. It would be a state-run program similar to unemployment insurance.
- ✓ City may hear about a multidistrict litigation related to PFAS. Minnesota Rural Water Association (MRWA) is partnering with the National Rural Water Association (NRWA) to educate cities with water utilities about the lawsuit. Many of our clients have not joined but let me know if you have any questions.
- ✓ The Omnibus tax bill, the Omnibus housing finance bill and the Omnibus Agriculture Bill (with broadband spending provided) will now go to a conference committee to resolve differences in each bill.

CITY PROSECUTOR:

Criminal prosecution numbers for April are as follows:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2023	2022 Comparison
Prosecution	1	1	5		14	9	5	35	15
Dismissed									
Non-Prosecution	1				1		2	4	7
Refer to County									

ADMINISTRATION

This past month included the following meetings and work:

- Staff reviewed a final draft of the indoor recreation study and will provide a presentation to Council at work session May 23rd.
- City Attorney Whitmore is planning on presenting interim ordinance on cannabis as a result of projected cannabis legislation progressing through Legislature. We will attempt to update as much as we can and try to include the L&O Committee within a possible short-time line.
- The Aquatic Center engineering firm is working with staff to present concepts and ideas for the aquatic center. A very wide range of options in terms of aquatic center amenities. We will continue to work with them on final design. In addition, the Aquatic Center Committee made up of Councilmembers Lozinski and Alcorn along with volunteer residents met recently to receive an update on legislation, the conceptual design and next steps.
- This past month participating in the MN State Auditor State of Main press conference where a summary of city and county financial conditions were presented.
- Also, this past month I attended the MN City/County Managers Association annual meeting as well as other various staff and community meetings.

Economic Development Authority

- Project Horizon – Staff continues to work with industrial development interested in locating in Marshall. We are currently working State Funding applications and site design.
- Shopko – Retail tenants were announced. Waiting to hear timeline on buildouts.
- Main Street Revitalization Grant – The application is now available and are due on June 1st.
- Block 100 – Currently working on Phase II and III site plans. Seeking additional parking options
- Video Series – Staff launched the first episode of “On the Horizon” featuring Avera and their recent main hospital updates. We will be shooting at Ralco/The Upper Room/Atlantic Place in May
- Hotel – The hotel study has been updated and submitted to the developer.
- CTI - Working the MPS on the CTI Center slated to open this fall.

Human Resources

- Staffing: The City welcomes the following new employees—Eric Hanson, Assistant City Engineer; Nicholas Bollig, Custodian; and Adam Eral, Maintenance Worker. HR will be accepting applications to establish a new Police Officer eligibility roster for our Police department. One of our existing officers will be resigning in May and our eligibility roster has expired. HR will be working closely with Director Marshall and the Police Advisory Board on filling the vacant position. Firefighter—four firefighters have accepted conditional employment offers and are currently in the pre-screening process.
- Safety: in May, selected departments/staff will be trained in the City’s Excavation & Trench safety program.

Clerk

- Starting draft ordinance for an advisory board run by high school aged youth.
- Contacting and updating local VRBOs on lodging tax requirements.
- The postage machine will no longer be compliant with USPS standards in 2024 and I am looking at the options.
- Fire Department Scholarships have been reviewed and award notices will be going out.

Finance

- 2022 Audit – Auditors from BerganKDV were at City Hall the week of May 1st for audit testing.
- 2023 Bonding – The sale of bonds (for 2023A issuance) is scheduled for May 23rd. Staff will participate in a bond rating call on Monday, May 8th. Please reach out to E.J. if you have interest in the Preliminary Official Statement or have any questions about the issuance.
- The Director of Administrative Services and the Finance Director have participated in 4 meetings/trainings with Questica to implement their budgeting suite for operating, personnel and capital modules.

Assessing

- As we have wrapped up the 2023 Appeal season, we continue our cyclical adventure and enter our quintile inspection season. This year the residential areas that Carolyn will be working in, include all the Eatros additions as well as Viking additions. Commercial areas that will be reviewed include Downtown areas, C-store, Restaurants and Fast-food establishments. Staff may be eating out a lot this summer!
- We have passed the April 30th deadline for Tax Court filings with no new appeals. All prior cases have been either settled or dismissed.
- Staff will be attending Summer Seminars at the end of May for continuing education hours.

Liquor Store

- April Financials: Sales \$542,123 -1.8%, Ticket Count 16,150 -2%, Ticket Average \$33.57 +.1%. We were down slightly in sales and customers due to losing a Friday sales day this year vs last year. Weather (lack of warm temperatures) also played a factor with slower beer sales which impacted the month.
- The city sent 2 full time staff to the Minnesota Municipal Beverage Association conference in April.
- Staff is working to get the floor into shape for Summer selling of Beer, Seltzers and Ready to Drink Cocktails. A lot of focus will be on these categories during this time frame.

COMMUNITY SERVICES

Community Education

- Worked with Studio 1 on the development of short Community Education Instructor videos to promote classes for the upcoming summer sessions.
- The SWCD has been awarded \$28,725 for the Marshall Pollinator Project through BWSR's HELP Program. The SWCD has partnered with Community Education and will be our grant holders for this project which will result in 15.1 acres being enhanced along the Redwood River (behind Wayside Rest) and 2.5 acres being established along the bike trail north of SMSU. These sites will have diverse habitats that will attract at-risk pollinator species.
- We received both the Step 4 & Step 5 recognition level from Minnesota GreenStep Cities for the 2022 reporting year.
- Finalizing summer staff hiring.
- At the Adult Community Center – 3 raised bed gardens have been ordered and we are awaiting delivery (SHIP grant \$2,500, Avangrid Community Sponsorship \$1,500). Gardens will be used for a variety of programs moving forward including education events, physical activity opportunities, and social activities.
- As of 5/1/23 the keyless entry system is up and running at the Adult Community Center. This will help provide more security for the building. This is the same system as City Hall. Additionally (5) indoor security cameras have been purchased with installation planned in the upcoming weeks.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 180 open permits.
- Two Avera projects, Block 100 apartment building, Harbor Freight Tools, Family Dollar, Kaukauna mall, and Walmart remodeling are the largest projects under construction.
- Three new houses have been approved.

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-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 – Project started 04/24/2023. Weekly property owner/business owner meetings on Tuesdays at 8:30am.
- 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 281 preventative maintenance work orders in the last 30 days.
- Continuing to visit with larger institutions in Marshall about the water softener optimization/rebate program.
- Working with engineering concerning the 2025 College Dr. project.
- Working on spring cleaning & maintenance of the lift stations.
- The application for a chloride variance has been submitted and a schedule of compliance has been created for the MPCA concerning meeting the proposed sulfate & phosphorus limits.
- Working with the contractors on the 3rd & Lyon St. project.
- Almost finished locking out sump pumps in our permit program. The cold weather delayed us this year.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to thirteen (13) calls for service. Total calls for service included:
- Fire/CO2 Alarm (6)
- Fire; Structure (7)
- Medical Assist (0)
- Vehicle Accident (0)
- Other – Assist (0)

POLICE DEPARTMENT

The Marshall Police Department responded to a total of 728 calls for the month of April. Ninety-seven (97) criminal offenses were reported with a total number of forty-one (41) adults and one juvenile arrested.

OFFICER'S REPORT

- Alarms (14)
- Accidents (29)
- Alcohol involved incidents (2)
- Assaults (8)
- Domestic Assaults (10)
- Burglaries (1)
- Criminal Sexual Conduct (3)
- Damage to Property (1)

- Keys Locked in Vehicles (24)
- Loud Party (2)/ Public Disturbances (11)
- Thefts (14)
- Traffic Related Complaints (142)
- Vandalism (11)
- Warrant Pickups (11)
- Welfare Checks/Mental Health (40)

Initial set-up for the AXON Body Camera equipment has started. Administrative staff will go through training with the AXON Company soon. Once the setup is complete, a transition will be made to switch out equipment.

DETECTIVE REPORT

- A 51-year-old Marshall man was arrested and charged with 2nd Degree Attempted Murder, Assault with a Deadly Weapon, False Imprisonment, Domestic Assault by Strangulation, Burglary, and Terroristic Threats after an assault investigation.
- A Marshall juvenile was arrested and charged with Criminal Sexual Conduct, Burglary, and Assault. Detectives are assisting with search warrants.
- A 4th Degree Assault was investigated and referred to the County Attorney's Office for consideration of charges.
- A case of fleeing in a motor vehicle was referred to the Lyon County Attorney's Office. Detectives assisted with processing the vehicle.
- Nine cases of Theft by Swindle involving scams were investigated during the month.
- Four cases of Criminal Sexual Conduct were investigated. One of the cases remains under investigation.
- Nineteen child protection reports and four reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.
- Sgt Buysse attended the BCA's 2023 Death and Missing Persons Investigative Conference on April 12-14th.

MERIT CENTER

- The Department of Public Safety continues to utilize the driving track and skills pad for CDL exam testing. There were 7 exams completed on the track in April.
- In April, MN West conducted two Motorcycle Safety training courses, Hot Water & Boiler course, Hazwoper training for Schwan's, two EVOG courses and CDL training utilizing the driving track at the MERIT Center.
- On April 5-6 the MERIT Center hosted two NENA (National Emergency Number Association) courses. There were over 50 dispatchers from across the state that attended one or both classes.
- R&G Construction held their Annual Safety at the MERIT Center on April 6th. 37 employees attended this training.
- On April 12-13 the Bureau of Criminal Apprehension (BCA) held Basic Financial Crimes Investigation course for 30 law enforcement officers.
- The MN State Patrol conducted LIDAR for Allied Agencies training at the MERIT Center on April 14th. 18 officers attended this event.
- On April 18th the Young Professionals Network conducted their lunch and learn event at the MERIT Center. 35 people attended this event.
- The Balaton Fire Department conducted their EVOG Course on the MERIT Center track on April 18th. 20 fire fighters attended this training.
- ADM conducted Manager Safety training at the MERIT Center on April 19th for 39 employees.
- The MERIT Center hosted a 3rd NENA course on April 20th. 29 dispatchers attended this training.
- On April 25th the SW Human Resource Association held a seminar at the MERIT Center. 48 people attended this event.
- The MERIT Center was utilized 25 out of 30 days in April with 437 people attending these training/events.

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

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	57	0	57	33	0
February	89	0	89	37	0
March	99	0	99	28	1
April	97	0	97	41	1
May					
June					
July					
August					
September					
October					
November					
December					

YTD 2023	342	0	342	139	2
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Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	743	316
February	757	319
March	750	318
April	728	363
May		
June		
July		
August		
September		
October		
November		
December		
YTD 2023	2978	1316

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6	7	10									32
Property Damage	15	25	15	18									73
Personal Injury	1	3	5	1									10
Fatalities	0	0	0	0									0
TOTAL 2023	25	34	27	29	0	115							

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61	49	44									199
Parking Tickets	91	75	23	5									194

Activities (Calls For Service)	*High Hours Expended												YTD
	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	
Alarms	11	11	20	14									56
Alcohol	0	3	2	2									7
Animal Bite	2	3	1	2									8
Animal Complaint	10	13	11	20									54
Assault	6	4	7	8									25
Assists	50	45	48	53									196
Auto Theft	3	1	0	1									5
Bike Found	0	4	1	2									7
Bike Theft	0	0	0	1									1
Burglary	0	3	0	1									4
Bus Violation	3	5	5	4									17
Check Forgery	0	1	0	0									1
Check Fraud	1	1	0	0									2
Civil Matters	12	10	8	7									37
Criminal Sex	2	3	2	3									10
Damage to Prp	2	2	4	1									9
Death Investigation	0	2	0	1									3
Domestics	10	15	12	10									47
Drugs/Narcotics	2	3	4	3									12
Family Matters	4	9	9	9									31
Fire Alarm	0	2	0	0									2
Gas Meal Assist	3	1	2	4									10
Gun Permits	4	10	15	8									37
Harassment	8	5	6	5									24
Intoxicated/Detox	2	2	3	1									8
Keys Locked In vehicles	27	21	26	24									98
Mental Health	8	9	6	14									37
Fraud	2	6	6	5									19
Parking Complaints	76	69	38	17									200
Party Loud Party	1	3	3	2									9
Pred - Sex Offender	2	2	1	1									6
Property Found	1	3	10	12									26
Public Disturbance	5	7	9	11									32
Pursuit	0	0	0	1									1
Runaway	2	3	7	3									15
Escort Funeral,other	13	13	8	7									41
Search Warrant	1	0	0	1									2
Suspicious Anything	38	34	42	50									164
Suspicious Vehicle	3	4	3	5									15
Tobacco Violation	1	1	2	2									6
Theft	17	18	14	14									63
Trains	1	0	0	1									2
(shall PD etc)	1	2	2	2									7
Missing	10	6	6	9									31
Complaints	190	224	200	142									756
Unsecured Building	0	1	2	2									5

Item 21.

Vandalism	0	6	4	11									21
Violation of OFF	6	3	5	1									15
Warrant Pickups	11	5	7	11									34
Welfare Checks	21	27	25	26									99
Welfare Fraud	0	0	0	0									0
ERU Activated	0	0	0	1									1
Weapons Involved	1	1	0	5									7
YTD 2023	573	626	586	540	0	2325							

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	16	8	9	19	12	17	16
May							
June							
July							
August							
September							
October							
November							
December							
YTD 2023	38	56	55	52	45	51	45

DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	23	25	28	28									104
Gross Misdemeanors	21	17	22	20									80
Misdemeanors	14	19	24	27									84



MARSHALL

Applicant Name	Location	Description of Work	Valuation	Approved Date.
BRENAN M & LAURA E CLARK JT	229 RAINBOW DR	Re-Roofing	7,000.00	05/01/2023
DAVID A MEIER TRUST AGREEMENT NANCY J GERBER TRUST AGREEMENT	1105 SKYLINE DR	Windows	34,400.00	05/03/2023
Doom & Cuypers Construction, Inc.	503 LYON ST W	Deck	27,000.00	04/28/2023
GESKE BUILDING & SUPPLY COMPAN	108 5TH ST S	Windows	1,400.00	04/20/2023
HEARTLAND MECHANICAL INC	801 BRIAN ST	Plumbing - Piping replacement	3,000.00	05/01/2023
JEFF GLADIS CONSTRUCTION LLC	505 VIKING DR	Re-Roofing	16,000.00	05/01/2023
JOSEPH A COMO	409 1ST ST S	Re-Roofing	8,400.00	04/24/2023
KYLE & MAGGIE MINETT JT	811 VIKING DR	Interior Remodeling - ANY Work Inside, Except Fireplace	45,000.00	04/25/2023
LAWRENCE L & FAYE C HAUGEN	1104 WILLOW LN	Re-Siding	4,652.49	04/21/2023
LTL LED LLC	1409 RIDGEWAY RD	Accessory Structure & Equipment (solar panels, antennas, etc)	19,000.00	04/25/2023
MARISA CASTRO	430 7TH ST N, 430 7TH ST N, 430 7TH ST N	Doors, Re-Siding, Windows	13,000.00	04/29/2023
MARSHALL LUMBER CO	300 OSLO AV	New Building/House	290,000.00	04/28/2023
MINNWEST PLUMBING & HEATING IN	1003 -1007 4TH ST N	Plumbing - Interior remodeling	5,000.00	04/28/2023
RONALD & BONITA FUNK JT	808 6TH ST N	Plumbing - Water heater	750.00	05/01/2023
SKD HOLDINGS LLP	307 BRUSSELS CT	Re-Siding	989.00	04/24/2023
Tadd Ihnen	515 VIPER CR	Fireplace Only	10,194.00	04/22/2023
VLAMINCK GARY PAUL	1212 WESTWOOD DR, 1212	Deck, Doors	8,500.00	04/25/2023

Applicant Name	Location	Description of Work	Valuation	Approved Date.
VLAMINCK GARY PAUL	WESTWOOD DR 1302 RIDGEWAY RD	Re-Roofing	8,900.00	04/26/2023
ZACHARY T & JENESSAA BLOMME	1107 SLATE ST	Accessory Building (Garages, Sheds, Gazebos, etc)	8,000.00	04/26/2023

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

May

- 05/08 Legislative & Ordinance Committee, 12:45 PM, City Hall
 - 05/09 Interviews for Various Boards, Commissions, Bureaus, & Authorities, 5:00 PM, City Hall
 - 05/09 Regular Meeting, 5:30 PM, City Hall
 - 05/23 Work Session, 4:00 PM, City Hall
 - 05/23 Regular Meeting, 5:30 PM, City Hall
-

June

- 06/13 Regular Meeting, 5:30 PM, City Hall
- 06/27 Regular Meeting, 5:30 PM, City Hall