



CITY OF MARSHALL

City Council Meeting

A g e n d a

Tuesday, May 23, 2023 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

1. Acknowledgement of Visit Marshall Donation for Legion Field Improvements.

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider Approval of the Minutes from the Regular Meeting Held on May 9, 2023

PUBLIC HEARING

3. Project ST-003: South 1st Street/Greeley Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment
4. Project ST-004: Halbur Road Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment
5. Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment

CONSENT AGENDA

6. Sounds of Summer - Call for Public Hearing for Private Use of Public Streets and Parking Lots for Sounds of Summer (August 18-20, 2023)
7. Introduction of Ordinance Amending Section 86-104 B-3 General Business District and Call for Public Hearing
8. Consider Amendment to Article 30-II Surface Water Management of the City Code of Ordinances – Introduction of Ordinance
9. Request for Map Amendment by First Premier Bank at 1420 East College Drive
10. Request for Map Amendment MN State Amory Building Commission at 1103 Michigan Road
11. Set Public Hearing Date for MS4 Permit Program Summary of the 2022 Activities
12. Consider Approval for a LG230 Gambling Permit for the American Legion at the Red Baron Arena
13. Consider Approval for a Contract Between Southwest Sanitation and the Red Baron Arena & Expo
14. Consider Approval of the Red Baron Arena & Expo Sponsorship Agreement with SMSU
15. Acceptance of Funding from SWCD for Pollinator Program
16. Resolution Approving the Petition and Waiver Agreement with Knochenmus Enterprises and Delegating Authority for Final Resolution and Execution of the Agreement
17. Consider Approval of Memorandums of Agreement Between the City and the Unions Approving Juneteenth as a Holiday Effective in 2023
18. Consider Approval of an Amendment to the Personnel Policies Adding Juneteenth as a Holiday Effective in 2023
19. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

20. 2023 Legislative Session Update
21. Block 100 Right-of-Way Encroachment Agreement
22. Consider Agreement for the Transfer of Airport Federal Entitlement Funds to Dodge Center (TOB) and Authorize Execution and Filing of FAA Form 5100-110.
23. Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2023A
24. Proposed 2024 Budget Timeline

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.

COUNCIL REPORTS

- [25.](#) Commission/Board Liaison Reports
- 26. Councilmember Individual Items

STAFF REPORTS

- 27. City Administrator
- 28. Director of Public Works/City Engineer
- 29. City Attorney

INFORMATION ONLY

- [30.](#) Cash and Investments
- [31.](#) Planning Commission May 10th Draft Minutes
- [32.](#) Public Housing Commission Minutes and Agenda
- [33.](#) Building Permits

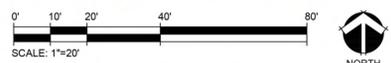
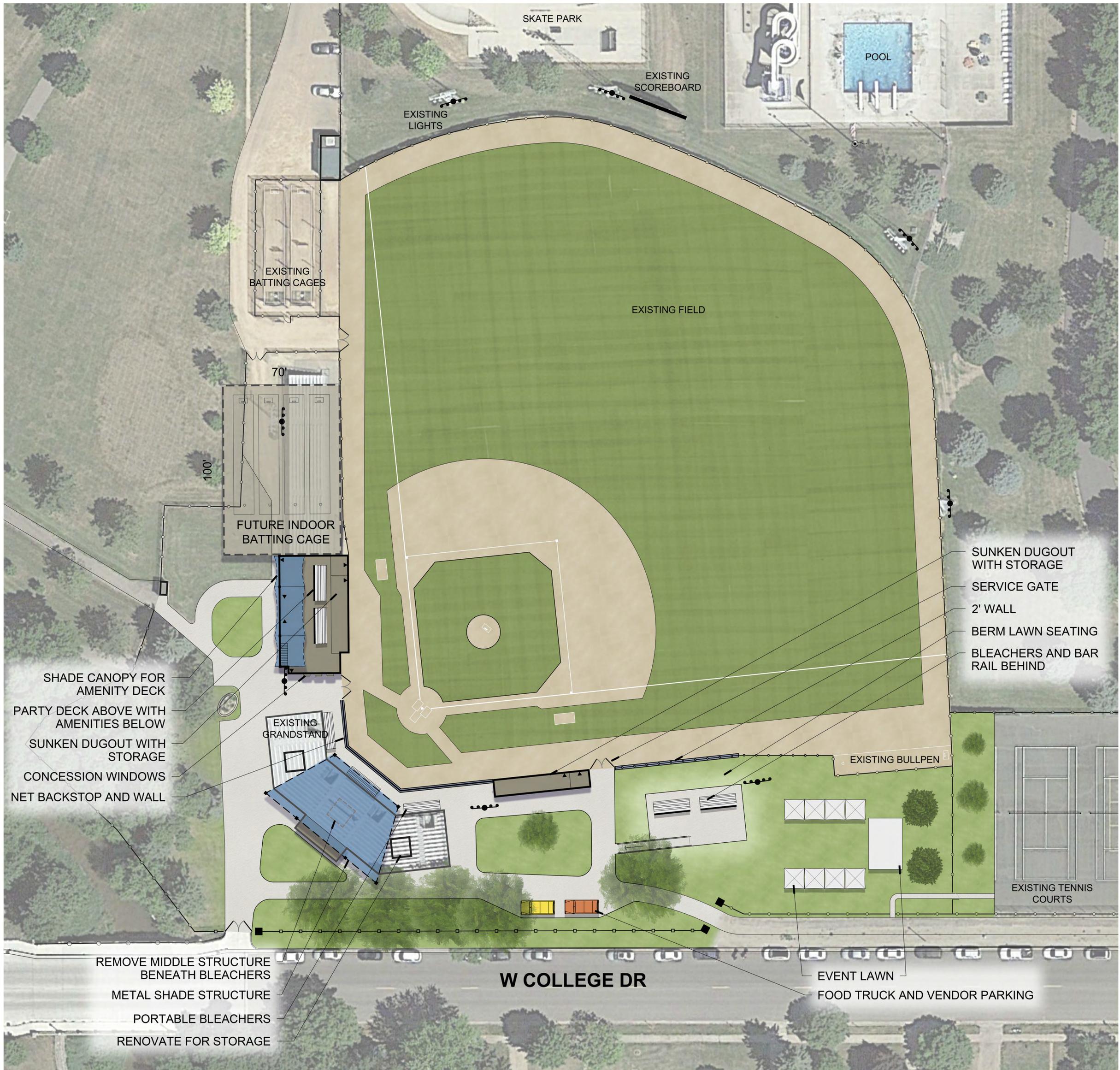
MEETINGS

- [34.](#) Upcoming Meetings

ADJOURN

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 23, 2023
Category:	OPENING ITEMS
Type:	INFO
Subject:	Acknowledgement of Visit Marshall Donation for Legion Field Improvements.
Background Information:	<p>In 2022, Parks & Recreation Superintendent started working with Confluence Architecture and the baseball associations to start discussions on improvements to Legion Field.</p> <p>We now have concepts for the improvements and are currently working to figure out the best way to break the project into phases.</p> <p>Numerous sponsorships and donations will be needed as well as funding from the city to make these improvements.</p> <p>The Visit Marshall Board recently met and approved a \$40,000.00 donation towards the project.</p> <p>Preston would like to acknowledge their donation and for their continued support on numerous projects within the Parks Department.</p>
Fiscal Impact:	\$40,000.00 donation to the Legion Field Project.
Alternative/ Variations:	None
Recommendations:	None

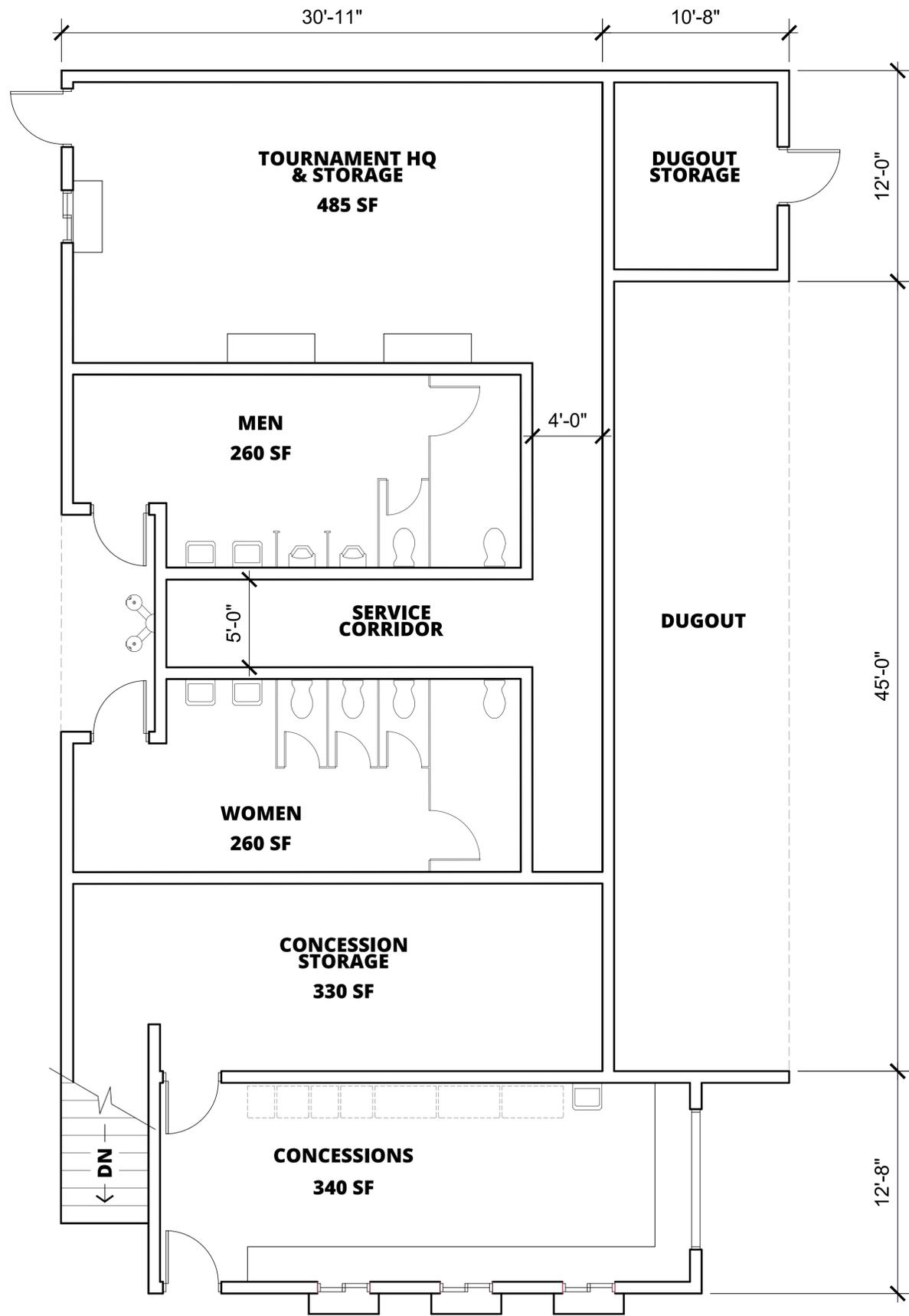


LEGION FIELD RENOVATION

Item 1. shall, Minnesota

CONFLUENCE

April 10, 2023 | 22 | Page 4



Building Floorplan Concept
LEGION FIELD RENOVATION

Marshall, Minnesota

Item 1.





1. UPPER AND LOWER LEVEL PARTY DECK
2. CONCOURSE ABOVE DUGOUT
3. CANTILEVER FABRIC SHADE STRUCTURE
4. BERM SEATING
5. SUNKEN DUGOUT
6. BRICK BACKSTOP WITH CHAIN LINK FENCE
7. BRICK BACKSTOP WITH NET
8. DONOR RECOGNITION
9. CONCESSION DECK
10. BAR RAIL BEHIND STADIUM SEATING
11. CONCRETE BACKSTOP AND BLEACHER WITH METAL SHADE STRUCTURE



Visual Dialogue
LEGION FIELD RENOVATION



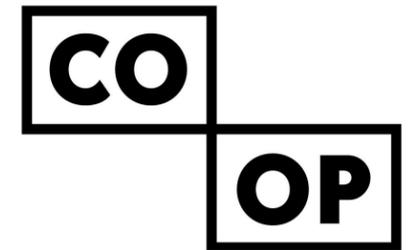
MARSHALL LEGION FIELD

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OP
CONFLUENCE

OPTION 1

OPTION 2

MARSHALL LEGION FIELD





CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, May 23, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting Held on May 9, 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 May 9 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, May 9, 2023**

The regular meeting of the Common Council of the City of Marshall was held May 9, 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: Craig Schafer, Steve Meister, Amanda Schroeder, John Alcorn, and James Lozinski. Absent: See Moua-Leske. 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; Sheila Dubs, Human Resource Manager; Amanda Beckler, Community Education Coordinator; Ilya Gutman, Plans Examiner; and Scott Truedson, Wastewater Facilities Superintendent.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

Consider Approval of the Minutes from the Regular Meeting and Local Board of Appeal and Equalization Meeting Held on April 25, 2023.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn that the minutes from the regular meeting held on April 25, 2023 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Ordinance Amending Section 86-248—Outside Storage – 1. Public Hearing on the Ordinance Amending Section 86-248—Outside Storage; 2. Approval of Ordinance No. 23-009, the Ordinance Amending Section 86-248—Outside Storage.

This 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, due to the reason they will be fenced off anyway and will not be visible.

Ilya Gutman, Plans Examiner/Assistant Zoning Administrator, provided the background information on the agenda item. The Planning Commission voted in favor of this amendment.

Councilmember Schafer indicated support of this amendment as it improves and enhances supportive business activity on an interim basis to facilitate secure storage. Schafer also supported the discretionary enforcement language of the ordinance.

Councilmember Meister indicated support of this amendment for community growth and development but cautioned that the ordinance should not be taken advantage of.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski that the Council approve Ordinance No. 23-009, the Ordinance Amending Section 86-248—Outside Storage and approve the summary ordinance publication. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Project WW-005 Highway 23 Lift Station Improvement Project—Consider Rejection of Bids

Jason Anderson, Director of Public Works/City Engineer, provided the background information on the agenda item.

Bids for this project 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.

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 as outlined in a Bolten & Menk recommendation memo to meet our capital budget.

City Administrator Hanson asked Anderson if there was a recommendation to rebid phases one and two. Anderson indicated that staff would comply with the City's purchasing policy in obtaining quotes for parts and services but would not require a rebid.

Councilmember Meister asked if there was an advantage to rebidding. Anderson responded that the bid received is likely the best bid that would be received, and therefore, the best opportunity now is to break the project into manageable phases and stay on budget.

Councilmember Lozinski shared that the Public Improvement/Transportation Committee discussed rebidding; but realized that there will be a budget savings of \$300,000 by rejecting the bid and moving forward in manageable phases.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council reject the bids for project WW-005 Highway 23 Lift Station Improvement Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Approval of the Consent Agenda.

Councilmember Schafer requested that item 7) Consider request of Performance Foodservice for Street Closure on Saturday, June 10, 2023, be removed from the consent agenda for further discussion.

Councilmember Lozinski requested that item 9) Consider amendment of the 2023 Wage Schedule for Temporary and Seasonal Employees be removed from the consent agenda for further discussion.

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

- Approval of Declaring the Sounds of Summer as a Community Festival.
- Approval for a Raffle LG220 Exempt Permit for Pride in the Tiger Foundation.
- Approval for a Temporary Liquor License for the Marshall Area Chamber of Commerce.
- Approval of a Request of Performance Foodservice for Street Closure on Saturday, June 10, 2023.
- Approval of a Memorandum of Agreement between the City and LELS Local 190 Approving Juneteenth as a Holiday.
- Approval of the bills/project payments.

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

Consider Request of Performance Foodservice for Street Closure on Saturday, June 10, 2023

Councilmember Schafer shared the history of this request and discussion about relocating the event to the Merit Center. Schafer shared that the Merit Center, while conducive to a truck rodeo, would not be conducive to the other events that are planned for that day.

Councilmember Lozinski shared that the disruption to traffic would also be very limited on this day, being a Saturday.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve the request for street closure on Saturday, June 10, 2023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Amendment of the 2023 Wage Schedule for Temporary and Seasonal Employees

Councilmember Lozinski requested this item be moved to the Personnel Committee for additional discussion for the 2024 pay schedule. Lozinski cited concerns with the potential number of band directors that would be hired for the pay rates established. For 2023, there will be four band directors compensated at \$900 each. Lozinski requested additional discussion should the number of band directors change in future years.

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister to approve the amendment of the 2023 Wage Schedule for Temporary and Seasonal Employees. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Request for Council to Authorize Execution of MnDOT Contract No 90606A01 (Amendment No. 1 to 2007 MnDOT Cooperative Construction Agreement No. 90606-R).

Jason Anderson, Director of Public Works/City Engineer, provided the background information on the agenda item.

This is Amendment No. 1 to the 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. In summary, the amendment allows MnDOT to turn the traffic signal at the intersection of N 3rd Street and US 59/W Main Street over to the City. MnDOT is eliminating all their responsibility for this traffic signal, with exception to their right to adjust and hold final approval for traffic signal timing changes.

The agreement revises the original Agreement No. 90606-R as follows:

- 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)

MnDOT notified the City of this change when the construction project was scoped.

Councilmember Lozinski asked who would maintain the signal if we had done a pedestrian crossing signal. Anderson answered that it would still be the City's responsibility. Anderson explained that by leaving the signal, there will be a crossing on both sides of 3rd Street, which was important to the downtown business group.

Councilmember Schafer commented that pedestrian crossing protection on both sides of 3rd Street was priority number one to the project, and left turn protection was priority number two.

Councilmember Meister asked about the cost of maintaining the signals. Anderson responded that we don't have enough traffic signals in our jurisdiction to staff someone to maintain these; we have maintenance agreements with

MnDOT to maintain the signals on an hourly basis with the cost being dependent upon the maintenance needs of the signal.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to authorize the execution of MnDOT Contract No. 90606A01 (Amendment No. 1 to 2007 MnDOT Cooperative Construction Agreement No. 90606-R). Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Adoption of Ordinance No. 23-010 Amending Sec. 74-122 (b) of the City Code of Ordinances.

This ordinance amendment would change the time commencement of the snow emergency from 12:01pm to 12:00 midnight following the written declaration and public broadcast.

The Legislative and Ordinance Committee met on April 4, 2023. All voted in favor of the amendment.

Mayor Byrnes commented that City staff make this declaration only when absolutely necessary, and that this amendment proposal is consistent with what most other cities do.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to approve the amendment of Ordinance No. 23-010, amending section 74-122 (b) of the City Code of Ordinances. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Approval of an Amendment to the Organizational Structure.

Sheila Dubs, Human Resource Manager, provided the background information on the agenda item.

Staff propose 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. 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.

The Personnel Committee reviewed this proposal and all voted in favor.

Sharon Hanson, City Administrator, commented that this is a continuation of the December 2022 organizational structure review when the organizational changes began. Staff believe this is the last change to the Community Services organizational structure.

Councilmember Schafer commented on his support that the amended Administrative Assistant job description reflects that the position will now be a confidential employee.

Meister commented that the Personnel Committee felt this was a positive change and the committee recommends approval.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve the amendment of Ordinance No. 23-010, amending section 74-122 (b) of the City Code of Ordinances. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Consider Approval of a Lease of Downtown Parking Lot for Public Use, Terms for Use and Improvement.

Sharon Hanson, City Administrator, provided the background information on the agenda item.

Staff and the 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 the 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.

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.

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 Schwan's.

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

The concrete construction project will be assessed to Knochenmus Enterprises, current estimated construction costs are between \$280,000 to \$325,000.

This agreement shows good support to Ralco for their investment downtown and provides the City with opportunity to provide public parking for community events and businesses downtown.

Councilmember Lozinski wanted to confirm that the agreement has a 30-year term, but the City only pays \$30,000 per year for the first 10 years; which equates to less than \$1,000 per month to lease the parking lot. Lozinski requested confirmation that the City has an early-out clause, but that Knochenmus Enterprises does not. Hanson clarified that the Landlord can terminate the agreement early, but the project assessment for construction improvement will still be due.

Mayor Byrnes added that snow removal of this lot is currently a cooperative agreement, which will continue. Byrnes shared that the advantages of this agreement are that parking is a public responsibility downtown, this is a good solution for a public-private partnership to provide parking, and this encourages and supports a major employer who chose to have a lot of people in the downtown.

City Attorney, Pam Whitmore, clarified an earlier point that the Landlord does not have an early termination clause, except if the Tenant defaults, then the Landlord could terminate the agreement.

Councilmember Schafer commented on his preference for the public use of private property rather than the private use of public property. There are parking pressures in our downtown, and this is a good help to remedy that.

Councilmember Meister suggested that parking meters be considered at some point in the future.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve the lease agreement of the downtown parking lot for public use. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

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

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to appoint Larry Doom to the Planning Commission with a term ending 05/31/2025. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Commission/Board Liaison Reports

Byrnes Regional Development Commission will meet on Thursday.

Schafer No Report

Meister No Report

Schroeder Public Housing Commission met for their annual open meeting with the residents and on the capital fund program. There were some concerns expressed relating to maintenance issues, which the Director will address. A couple people expressed concerned with Police presence at the high-rise and how things were handled in the past.

Lozinski No Report

Alcorn No Report

Councilmember Individual Items

Mayor Byrnes gave an update on the Rental Ordinance Committee purpose and appointments. This committee will be tasked to meet and make recommendations to the Legislative and Ordinance Committee. The Legislative and Ordinance Committee then meets to discuss and makes recommendations to the Council. Appointments to this committee are:

- Co-Chairs: John DeCramer and Marc Klaith
- Councilmember Representatives: Craig Schafer and Jim Lozinski
- Renter Representative: Zachary Gillman
- Renter Advocate Representative: Shawn Butler
- Landlord Representatives: Brad Meulebroeck and James Carr
- Staff Representative: Pam Whitmore, City Attorney

City Administrator

Updated recent activity on economic development: Marshall's and Big Lots will be going into the former Shopko building; the former gas station on College Drive will be a new home to Dominos and Shopko Optical; and site work has begun on Family Dollar. Lauren Deutz has done a significant amount of work with Woodcrest Capital on developments. Staff are still working with the mall owner on a development. Toni's Depot will be vacating the Sinclair station and reopening at the former Mike's Café location, possibly by mid- to late June. Still working on development in the industrial park.

Director of Public Works

Director of Public Works/ City Engineer provided an update that the new Assistant City Engineer, Eric Hanson started working; Lyon Street construction project has begun, there are some disruptions, but contractor is working to keep those at a minimum, utility work is essentially complete, looking for underground conduits and gravel to begin next week. MMU has done preliminary work at the water plant in preparation for the water main crossing project that city staff will be assisting with. Planning Commission meets tomorrow night. City Staff continue to work with MnDOT on the

upcoming College Drive project, on both our water and sewer plans and storm sewer considerations and how the plans will tie into City streets.

City Attorney

Discussions on cannabis may begin at the next Council meeting.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

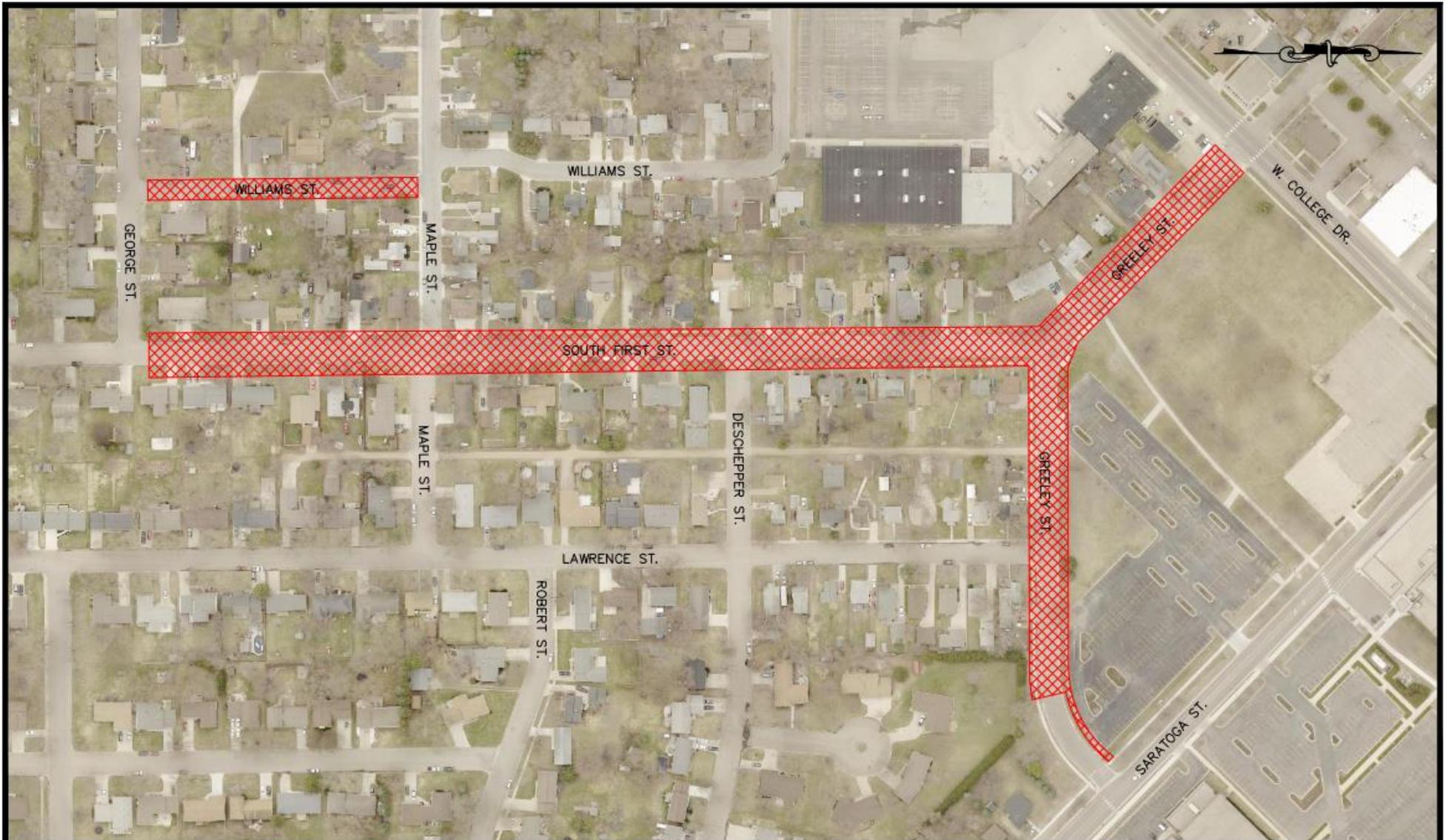
At 6:31 P.M., Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Alcorn, Councilmember Schroeder, Councilmember Lozinski. The motion **Carried. 6-0**

Mayor

Attest:

City Clerk

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, May 23, 2023												
Category:	PUBLIC HEARING												
Type:	ACTION												
Subject:	Project ST-003: South 1 st Street/Greeley Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment												
Background Information:	This 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 West Saratoga Street, and on Williams Street from West Maple Street to George Street; sanitary sewer, watermain, and storm sewer was replaced. This 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.												
Fiscal Impact:	<p>The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$1,904,144. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: 40px;"> <tr> <td>Wastewater Fund</td> <td style="text-align: right;">\$379,680</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">\$689,719</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">\$105,927</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">\$343,181</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>\$385,637</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;">\$1,904,144</td> </tr> </table> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2022A Bonding has a Net Interest Cost of 2.1% for the Street Improvements, plus 2%, results in a 4.1% interest rate for Special Assessments.</p> <p>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.</p>	Wastewater Fund	\$379,680	MMU	\$689,719	Surface Water Management Utility	\$105,927	City Participation (Ad Valorem)	\$343,181	Assessed to Property Owners	<u>\$385,637</u>	Total Project Amount	\$1,904,144
Wastewater Fund	\$379,680												
MMU	\$689,719												
Surface Water Management Utility	\$105,927												
City Participation (Ad Valorem)	\$343,181												
Assessed to Property Owners	<u>\$385,637</u>												
Total Project Amount	\$1,904,144												
Alternative/Variations:	<ul style="list-style-type: none"> • Modify assessments to property owners, thereby modifying the attached proposed assessment. • Amend the terms of the assessments. 												
Recommendations:	<p><u>Recommendation No. 1</u> that the Council close the public hearing on assessments for Project ST-003: South 1st Street/Greeley Reconstruction Project.</p> <p><u>Recommendation No. 2</u> that the Council adopt RESOLUTION NUMBER 23-041, which is the “Resolution Adopting Assessment” for Project ST-003: South 1st Street/Greeley Reconstruction Project.</p>												



DESIGNED BY: J.L.D.	DATE	REVISIONS	INT.	 ENGINEERING DEPARTMENT 344 WEST MAIN STREET MARSHALL, MINNESOTA 56256	S. 1st/Greeley/Williams Reconstruction	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: 02/06/21 LICENSE NO.: 53322	CITY PROJECT NO. ST-003	DATE 11/4/2021
DRAWN BY: J.L.D.					Project Area		STATE AID PROJECT NO.	SHEET NO. 1 OF 1
APPROVED BY:								
SCALE: 1"=40'								

COST BREAKDOWN
Project ST-003: South 1st Street/Greeley Street/Williams Street Reconstruction Project
CITY OF MARSHALL, MINNESOTA
Per Pay Request #9 (Final) dated 12/08/2022

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$299,471	\$74,185	\$225,286				
WATERMAIN	\$421,120	\$0		\$421,120			
STORM SEWER	\$86,613	\$0				\$86,613	
DRIVEWAY	\$15,266	\$15,266		\$0			\$0
SIDEWALK	\$3,303	\$3,303					\$0
STREET	\$1,078,370	\$292,884	\$154,394	\$268,599	\$0	\$19,313	\$343,181
TOTALS	\$1,904,144	\$385,637	\$379,680	\$689,719	\$0	\$105,926	\$343,181
% PARTICIPATION	100.0%	20.3%	19.9%	36.2%	0.0%	5.6%	18.0%

CONTRACT AMOUNT	1,641,503.05
CONTINGENCIES	0.00 ^{0%}
	1,641,503.05
ENG. & ADMIN.	262,640.49 ^{16%}
	1,904,143.54

Project ST-003: South 1st Street/Greeley Street/Williams Street Reconstruction Project Resolution 23-___ Adopted 05/23/2023										B	C	Total w/		Assessment	Assessment Maximum	
Map No.	Parcel Number	Owner	Number	Street Name	Lot Square Footage	59.7400 Total	Sanitary/Svc Unit-Service	Rate/Service	0.0000 Total	Maximum STREET Assessable Amount 2.a.(1)(b)	Maximum STREET Assessable Amount 2.a.(2)(c)	Recommended STREET Assessment (Least of A, B, or C)	Recommended TOTAL Assessment	276 (2020) CREDIT	Maximums Applied	Benefit to Property
1.	24.567	27-569010-0	MARTIN D & KATHLEEN M DEUEL	109	GEORGE ST	7,800.00	-	-	-	-	-	-	-	-	0.00	0.00
2.	24.568	27-569011-0	RYAN & JACQUELYN FENGER JT	107	GEORGE ST	7,800.00	-	-	-	-	-	-	-	-	0.00	0.00
3.	24.569	27-571004-0	PAUL A & JILL ANN RYSDAHL JT	105	GEORGE ST	9,000.00	-	-	-	-	-	-	-	-	0.00	0.00
4.	24.570	27-571005-0	BRIAN F & JENNIFER M GELSTER	103	GEORGE ST	8,880.00	-	-	-	-	-	-	-	-	0.00	0.00
5.	24.571	27-571006-0	DEBRA JEAN HOOF	604	1ST ST S	8,688.00	-	-	-	-	-	-	-	-	0.00	0.00
6.	24.572	27-571003-0	DALLAS & MORGAN MAHONEY JT	609-602	1ST ST S	9,782.00	-	-	-	13,232.14	5,700.00	5,700.00	(1,407.32)	4,292.68	1,749.97	0.00
7.	24.573	27-571002-0	LINDA VOLDEN	102	GEORGE ST	9,848.00	-	-	-	-	-	-	-	-	0.00	0.00
8.	24.574	27-571001-0	348 WEST MAIN COMPANY	601	WILLIAMS ST	10,800.00	-	-	-	13,324.68	5,700.00	6,369.62	6,369.62	1,802.07	0.00	0.00
9.	24.575	27-569005-0	RACHEL A & JOSEPH W SCHAFFRAN	106	GEORGE ST	11,520.00	-	-	-	13,324.68	5,700.00	5,703.43	5,703.43	1,802.07	0.00	0.00
10.	24.595	27-302015-0	SCOTT W & LISA M TRUEDSON	100	MAPLE ST E	9,240.00	-	-	-	6,477.27	3,646.84	5,439.04	5,439.04	0.00	0.00	0.00
11.	24.596	27-302016-0	WENDY S WESTBERG	503	1ST ST S	8,448.00	-	-	-	5,922.08	3,334.25	3,669.71	3,669.71	0.00	0.00	0.00
12.	24.597	27-025001-0	KALEA L DESMET	505	1ST ST S	10,560.00	-	-	-	7,402.60	4,167.82	4,629.23	4,629.23	0.00	0.00	0.00
13.	24.598	27-025002-0	MARIAN WARREN	507	1ST ST S	11,360.00	-	-	-	7,402.60	4,167.82	4,521.83	4,521.83	0.00	0.00	0.00
14.	24.599	27-025003-0	ANTHONY & MELISSA FISCHER	509	1ST ST S	11,360.00	-	-	-	7,402.60	4,167.82	4,764.83	4,764.83	0.00	0.00	0.00
15.	24.600	27-025004-0	HEATHER M LALEMAN	511	1ST ST S	11,360.00	-	-	-	7,402.60	4,167.82	4,444.08	(2,402.81)	1,981.27	0.00	0.00
16.	24.601	27-025005-0	MICHAEL BRAITHWAITE & JACQUELINE BRAITHWAITE JT	513	1ST ST S	11,360.00	-	-	-	-	-	-	-	0.00	0.00	0.00
17.	24.602	27-025006-0	JONATHAN & DANIELLE BROWER & KALLYN BROWER JT	515	1ST ST S	10,934.00	-	-	-	-	-	-	-	0.00	0.00	0.00
18.	24.594	27-302007-0	TIMOTHY J & TAMMY J JENSEN	101	MAPLE ST E	8,342.40	-	-	-	5,848.05	3,292.58	5,287.78	5,287.78	0.00	0.00	0.00
19.	24.593	27-302006-0	CLOVERLEAF PARTNERS LLC	411	1ST ST S	8,712.00	-	-	-	6,107.14	3,438.45	3,799.87	3,799.87	0.00	0.00	0.00
20.	24.592	27-302005-0	JOSEPH A COMO	409	1ST ST S	8,712.00	-	-	-	6,107.14	3,438.45	3,764.50	3,764.50	0.00	0.00	0.00
21.	24.591	27-302004-0	MATTHEW RICHARD DVORAK & KELLY LYNN DVORAK JT	407	1ST ST S	9,900.00	-	-	-	6,939.94	3,907.33	3,925.89	3,925.89	0.00	0.00	0.00
22.	24.590	27-302003-0	JUSTIN L GREENWOOD	405	1ST ST S	8,712.00	-	-	-	6,107.14	3,438.45	3,976.17	3,976.17	0.00	0.00	0.00
23.	24.589	27-302002-0	AMANDA DUNN	403	1ST ST S	9,240.00	-	-	-	6,477.27	3,646.84	3,692.50	3,692.50	0.00	0.00	0.00
24.	24.588	27-302001-0	BRUCE A NELSON	401	1ST ST S	8,052.00	-	-	-	5,644.48	3,177.98	3,177.98	3,177.98	0.00	0.00	0.00
25.	18.132	27-177009-0	YAHYA MOHAMED YUSUF & HANI MAHEI OSMAN JT	317	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,592.48	4,592.48	0.00	0.00	0.00
26.	18.130	27-177008-0	MARIA HERNANDEZ	313	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,614.82	4,614.82	0.00	0.00	0.00
27.	18.131	27-177007-0	CURTIS VANMEVEREN	315	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,648.95	4,648.95	0.00	0.00	0.00
28.	18.129	27-177006-0	JADA HILL	311	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,569.52	4,569.52	0.00	0.00	0.00
29.	18.128	27-177005-0	TIMOTHY J & ROBIN K BESKE JT	309	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,543.45	4,543.45	0.00	0.00	0.00
30.	18.127	27-177004-0	D ANN PARADIS & LARRY LARSON	307	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,578.21	4,578.21	0.00	0.00	0.00
31.	18.126	27-177003-0	ROGERS RENTALS & HOME IMPROVE	305	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,563.93	4,563.93	0.00	0.00	0.00
32.	18.125	27-177002-0	NANCY J PIEHL	303	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,588.13	4,588.13	0.00	0.00	0.00
33.	18.104	27-177001-0	RONALD L SEILER	301	1ST ST S	6,800.00	-	-	-	16,840.91	5,700.00	7,895.03	7,895.03	3,781.78	0.00	0.00
34.	18.150	27-604063-0	GARY A & KAREN M VOSS	508	1ST ST S	6,800.00	-	-	-	6,292.21	3,542.64	4,969.44	4,969.44	0.00	0.00	0.00
35.	18.149	27-604062-0	JUAN JOSE DIAZ JR & VERONICA DIAZ JT	506	1ST ST S	6,800.00	-	-	-	6,292.21	3,542.64	5,497.24	5,497.24	0.00	0.00	0.00
36.	18.148	27-604061-0	CENTRAL COAST HOLDINGS LLC	504	1ST ST S	7,200.00	-	-	-	5,551.95	3,125.86	5,316.58	5,316.58	0.00	0.00	0.00
37.	18.147	27-604060-0	PATRICK H COEQUYVT	502	1ST ST S	6,000.00	-	-	-	5,551.95	3,125.86	5,878.85	5,878.85	0.00	0.00	0.00
38.	18.146	27-604059-0	DUSTIN L & TANYA F DRAKE JT	500	1ST ST S	6,000.00	-	-	-	5,922.08	3,334.25	3,427.34	3,427.34	0.00	0.00	0.00
39.	18.145	27-604058-0	OTTO RENTALS LLC	414	1ST ST S	8,233.60	-	-	-	6,144.16	3,459.29	7,082.15	7,082.15	0.00	0.00	0.00
40.	18.144	27-604057-0	PEARCY ENTERPRISES LLC	412	1ST ST S	8,184.00	-	-	-	6,107.14	3,438.45	5,469.74	5,469.74	0.00	0.00	0.00
41.	18.143	27-604056-0	LAWRENCE L & FAYE C HAUGEN	410	1ST ST S	11,160.00	-	-	-	8,327.92	4,688.79	7,224.86	7,224.86	0.00	0.00	0.00
42.	18.142	27-604055-0	JAN 2 LIMITED PARTNERSHIP/JOSEPH ANDRIES	408	1ST ST S	10,230.00	-	-	-	7,633.93	4,298.06	7,058.31	7,058.31	0.00	0.00	0.00
43.	18.141	27-604054-0	MITCHELL ANDREI KREMIN	406	1ST ST S	6,800.00	-	-	-	4,626.62	2,604.89	4,540.97	4,540.97	0.00	0.00	0.00
44.	18.140	27-604053-0	JEROME M & JANE M ZOLLNER JT	404	1ST ST S	12,112.50	-	-	-	8,219.20	10,641.23	5,700.00	7,703.51	7,703.51	291.24	0.00
45.	18.139	27-604052-0	WILLIAM D & SHERLYNN KAY WOOD	400	1ST ST S	13,245.00	-	-	-	8,987.68	7,633.93	4,298.06	5,162.62	5,162.62	0.00	0.00
46.	18.138	27-604043-0	JOYCE A WIGTON & HUGO HELLVIG	312	1ST ST S	8,712.00	-	-	-	3,438.45	5,612.72	5,612.72	5,612.72	0.00	0.00	0.00
47.	18.137	27-604042-0	SUTER RENTALS LLC	310	1ST ST S	9,240.00	-	-	-	3,438.45	5,535.43	5,535.43	5,535.43	0.00	0.00	0.00
48.	18.136	27-604041-0	THERESA A RUTGERS	308	1ST ST S	8,712.00	-	-	-	3,438.45	5,386.32	5,386.32	5,386.32	0.00	0.00	0.00
49.	18.135	27-604040-0	JAMES M & GERRI E CARTER JT	306	1ST ST S	8,745.00	-	-	-	3,438.45	5,471.57	5,471.57	5,471.57	0.00	0.00	0.00
50.	18.134	27-604039-0	BRENDA VANNOSTRAND	304	1ST ST S	8,712.00	-	-	-	3,438.45	5,271.25	5,271.25	5,271.25	0.00	0.00	0.00
51.	18.133	27-604038-0	RUSSELL & SUZANNE LOUWAGIE JT	302	1ST ST S	8,712.00	-	-	-	3,438.45	5,466.11	5,466.11	5,466.11	0.00	0.00	0.00
52.	18.103	27-126079-0	ALLAN & DEBRA LOUWAGIE	101	GREELEY ST W	12,672.00	-	-	-	5,700.00	8,330.56	8,330.56	8,330.56	2,218.85	0.00	0.00
53.	18.101	27-126080-0	CURTIS VANMEVEREN	103	GREELEY ST W	8,712.00	-	-	-	3,438.45	5,550.16	5,550.16	5,550.16	0.00	0.00	0.00
54.	18.100	27-126082-0	JOSE LUIS & PAULA RAMIREZ JT	105	GREELEY ST W	8,712.00	-	-	-	3,438.45	6,575.16	6,575.16	6,575.16	0.00	0.00	0.00
55.	18.099	27-126083-0	ISABEL CORTIZ SOTELO	107	GREELEY ST W	8,712.00	-	-	-	3,438.45	5,995.07	5,995.07	5,995.07	0.00	0.00	0.00
56.	18.098	27-126084-0	DJR & ASSOCIATES LLC	109	GREELEY ST W	8,712.00	-	-	-	3,438.45	5,797.48	5,797.48	5,797.48	0.00	0.00	0.00
57.	18.049	27-126085-0	SSED PROPERTY LLC	301	COLLEGE DR W	8,712.00	-	-	-	4,885.71	4,885.71	7,766.54	7,766.54	1,991.19	0.00	0.00
58.	18.011	27-115001-0	ALBERT EGGERMONT JR TRUSTEE / ALBERT R EGGERMONT	302	COLLEGE DR W	24,354.00	-	-	-	-	-	-	-	0.00	0.00	0.00
59.	18.012	27-115002-0	JAMM PROPERTIES LLC	300	COLLEGE DR W	8,646.00	-	-	-	-	-	-	-	0.00	0.00	0.00
60.	18.013	27-115003-0	MEREDITH KEMPER EICK / LORETTA EICK JT	203	GREELEY ST W	19,140.00	-	-	-	-	-	-	-	0.00	0.00	0.00
61.	18.037	27-126038-0	JAMES R KONTZ	214	COLLEGE DR W	17,424.00	-	-	-	-	-	-	-	0.00	0.00	0.00
62.	18.050	27-792005-0	SCHWAN'S SHARED SERVICES LLC / ATTN: CORPORATE	201	COLLEGE DR W	83,852.00	-	-	-	39,734.70	11,770.13	11,770.13	11,770.13	11,770.13	4,796.94	0.00
63.	18.075	27-792006-0	SCHWAN'S SHARED SERVICES LLC / ATTN: CORPORATE	201	COLLEGE DR W	84,323.00	2,090.90	-	-	40,053.43	11,778.27	14,362.17	14,362.17	4,800.26	0.00	0.00
64.	18.074	27-792007-0	SCHWAN'S SHARED SERVICES LLC / ATTN: CORPORATE	100	COLLEGE DR W	189,163.00	-	-	-	89,852.43	47,441.03	47,441.03	47,441.03	19,334.89	0.00	0.00
65.	18.067	27-792008-0	SCHWAN'S SHARED SERVICES LLC / ATTN: CORPORATE	116	SARATOGA ST E	5,699.00	-	-	-	-	3,125.86	3,125.86	3,125.86	0.00	0.00	0.00
66.	18.066	27-604003-0	PATRICK J & CHRISTINA M BLOMME	118	SARATOGA ST E	14,124.00	-	-	-	-	-	-	-	0.00	0.00	0.00
67.	18.107	27-177021-0	REBA R RITTER	301	LAWRENCE ST	6,800.00	-	-	-	-	5,700.00	6,264.76	6,264.76	1,176.90	0.00	0.00
68.	18.108	27-177022-0	SHANNON D EDMUNDSON	303	LAWRENCE ST	6,800.00	-	-	-	-	-	-	-	0.00	0.00	0.00
69.	18.106	27-177020-0	TYRONE & JUDITH K ROBERTS	300	LAWRENCE ST	3,300.00	-	-	-	-	3,438.45	3,438.45	3,438.45	0.00	0.00	0.00
70.	18.105	27-177019-0	CINDY K JENKINS	104	GREELEY ST E	3,300.00										

RESOLUTION NUMBER 23-041

RESOLUTION ADOPTING ASSESSMENT

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

PROJECT ST-003: SOUTH 1ST STREET/GREELEY RECONSTRUCTION PROJECT - This project consisted of the following: reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to West Saratoga Street, and on Williams Street from West Maple Street to George Street; sanitary sewer, watermain, and storm sewer was replaced. This 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.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such proposed assessment shall be payable in equal annual principal installments extending over a period of eight (8) years and shall bear interest at the rate of four and one-tenth percent (4.1%) per year.
3. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.
5. The right to partially prepay the assessment to the City Clerk according to Ordinance No. 364, Second Series, is available.
6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

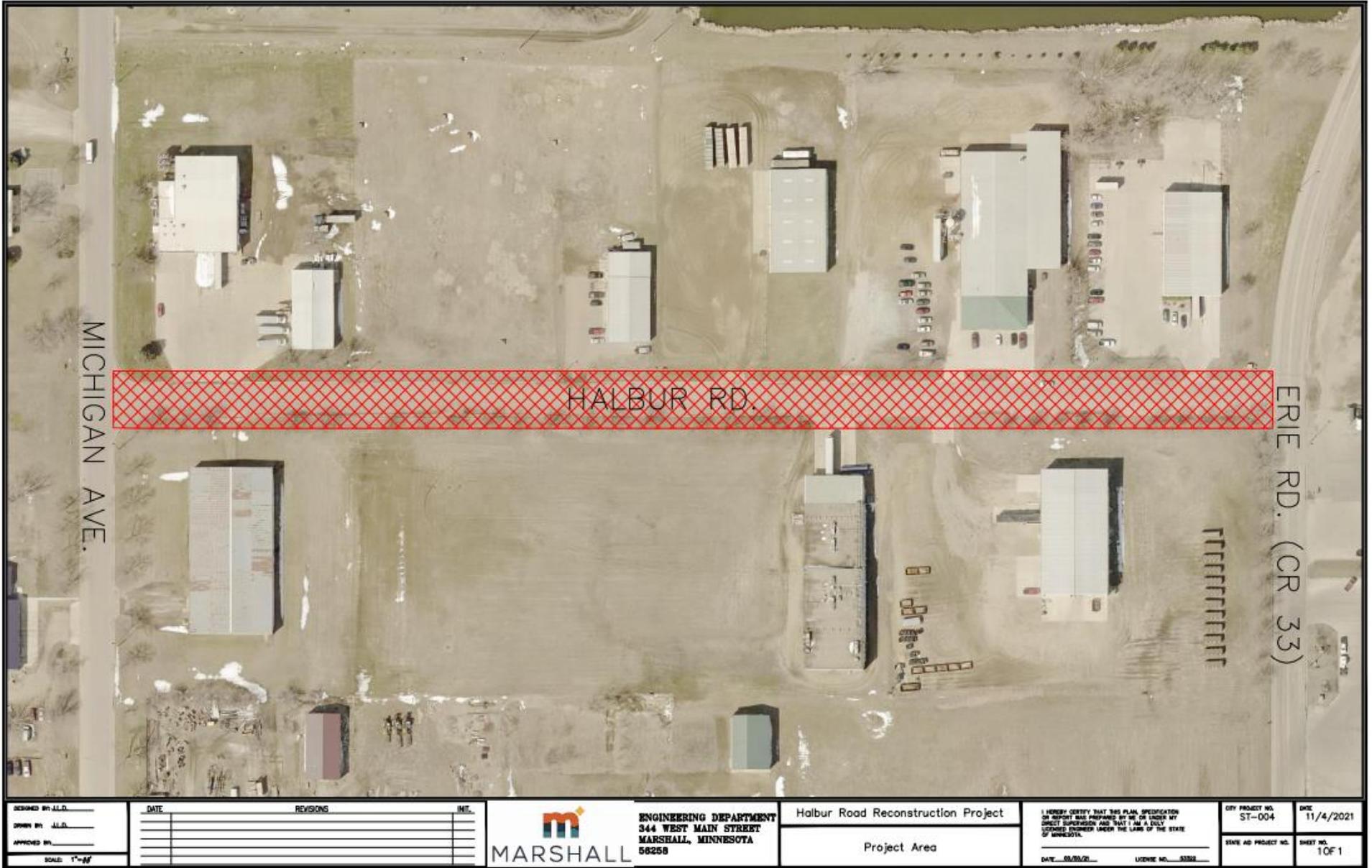
Passed and adopted by the Council this 23rd day of May 2023.

Mayor

ATTEST:

City Clerk

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, May 23, 2023												
Category:	PUBLIC HEARING												
Type:	ACTION												
Subject:	Project ST-004: Halbur Road Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment												
Background Information:	This project consisted of: reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer replacement and concrete paved surfacing This project also included new curb & gutter, driveway aprons, and sewer services to the right-of-way.												
Fiscal Impact:	<p>The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$1,302,340. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: 40px;"> <tr> <td>Wastewater Fund</td> <td style="text-align: right;">\$275,407</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">\$20,181</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">\$291,210</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">\$356,769</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>\$358,773</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;">\$1,302,340</td> </tr> </table> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2022A Bonding has a Net Interest Cost of 2.1% for the Street Improvements, plus 2%, results in a 4.1% interest rate for Special Assessments.</p> <p>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.</p>	Wastewater Fund	\$275,407	MMU	\$20,181	Surface Water Management Utility	\$291,210	City Participation (Ad Valorem)	\$356,769	Assessed to Property Owners	<u>\$358,773</u>	Total Project Amount	\$1,302,340
Wastewater Fund	\$275,407												
MMU	\$20,181												
Surface Water Management Utility	\$291,210												
City Participation (Ad Valorem)	\$356,769												
Assessed to Property Owners	<u>\$358,773</u>												
Total Project Amount	\$1,302,340												
Alternative/Variations:	<ul style="list-style-type: none"> • Modify assessments to property owners, thereby modifying the attached proposed assessment. • Amend the terms of the assessments. 												
Recommendations:	<p><u>Recommendation No. 1</u> that the Council close the public hearing on assessments for Project ST-004: Halbur Road Reconstruction Project.</p> <p><u>Recommendation No. 2</u> that the Council adopt RESOLUTION NUMBER 23-042, which is the “Resolution Adopting Assessment” for Project ST-004: Halbur Road Reconstruction Project.</p>												



DESIGNED BY: J.L.D.	DATE	REVISIONS	INT.
DRAWN BY: J.L.D.			
APPROVED BY:			
SCALE: 1"=50'			



ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Halbur Road Reconstruction Project

Project Area

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 03/09/21 LICENSE NO.: 83382

CITY PROJECT NO. ST-004	DATE 11/4/2021
STATE AID PROJECT NO.	SHEET NO. 1 OF 1

COST BREAKDOWN
Project ST-004: Halbur Road Reconstruction Project
CITY OF MARSHALL, MINNESOTA
Per Pay Request #6 dated 03/16/2023

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$136,960	\$20,519	\$116,441				
WATERMAIN	\$19,111	\$0		\$19,111			
STORM SEWER	\$255,505	\$0				\$255,505	
DRIVEWAY	\$56,606	\$39,620		\$0			\$16,987
SIDEWALK	\$0	\$0					\$0
STREET	\$834,158	\$298,634	\$158,966	\$1,070	\$0	\$35,705	\$339,783
TOTALS	\$1,302,340	\$358,773	\$275,407	\$20,181	\$0	\$291,210	\$356,769
% PARTICIPATION	100.0%	27.5%	21.1%	1.5%	0.0%	22.4%	27.4%

CONTRACT AMOUNT	1,122,707.21
CONTINGENCIES	0.00 ^{0%}
	1,122,707.21
ENG. & ADMIN.	179,633.15 ^{16%}
	1,302,340.36

0.00

A

Project ST-004: Halbur Road Reconstruction Project
Resolution 23-____ Adopted 05/23/2023

STREET/L.F.	119.7684	Remove Driveway/S.Y.	11.6000
Unit-L.F.	Rate/L.F.	Unit-S.Y.	Rate/S.Y.
	Total		Total

Map No. Parcel Number Owner Number Street Name Lot Square Footage

Map No.	Parcel Number	Owner	Number	Street Name	Lot Square Footage	Unit-L.F.	Rate/L.F.	Total	Unit-S.Y.	Rate/S.Y.	Total	
1	1.014	27-125001-0	THOMAS D WERNER	801	MICHIGAN RD	87,468.48		239.54	-	11.60	-	
2	1.015	27-384001-0	MOBERG SURVIVING REV TRUST A, SURVIVORS TRUST A MOBERG FAM	901	MICHIGAN RD	315,374.00		239.54	-	11.60	-	
3	1.025	27-384015-0	SFC GLOBAL SUPPLY CHAIN INC, % CORPORATE TAX	802	MICHIGAN RD	115,390.44	330.65	239.54	79,202.85	11.60	-	
4	1.051.1	27-384015-1	TURKEY VALLEY FARMS LLC	1602	HALBUR ROAD	95,527.08	294.00	239.54	70,423.83	11.60	-	
5	1.051	27-384006-0	TURKEY VALLEY FARMS LLC	1604	HALBUR RD	94,089.60	289.50	239.54	69,345.91	60.00	11.60	696.00
6	1.050	27-384002-0	DANIEL T & MARIE R RITTER	1606	HALBUR RD	145,926.00	423.50	239.54	101,443.84	26.00	11.60	301.60
7	1.061	27-384007-0	WEST STAR PROPERTIES, % CLIFF VIESSMAN INC	804	ERIE RD W	261,969.84		239.54	-	11.60	-	
8	1.060	27-384009-0	WEST STAR PROPERTIES, % CLIFF VIESSMAN INC	902	ERIE ROAD W	200,811.60		239.54	-	11.60	-	
9	1.056	27-384009-1	ERIE ROAD LIMITED PARTNERSHIP / ROBERT L CARR	1611	HALBUR RD	99,011.88	200.00	239.54	47,907.36	9.00	11.60	104.40
10	1.055	27-384010-0	MILGAARD RE PARTNERSHIP	1609	HALBUR RD	112,820.40	295.00	239.54	70,663.36	55.00	11.60	638.00
11	1.054	27-384011-0	KATHY L SUSSNER FAMILY LIMITED PARTNERSHIP	1605	HALBUR RD	83,373.84	218.00	239.54	52,219.03	19.00	11.60	220.40
12	1.053	27-384012-1	TOM JAMES	1603	HALBUR Unit B	43,560.00	113.90	239.54	27,283.24	19.00	11.60	220.40
13	1.052	27-384012-0	PANTERA LLP, % TOM HEY	1603	HALBUR Unit A	99,534.60	260.75	239.54	62,459.23		11.60	-
14	1.024	27-384013-0	NM GLCR II LLC	1601	HALBUR RD	104,500.44	250.00	239.54	59,884.21	76.00	11.60	881.60
	MMU							1,069.81			0.00	
	WWTF							158,966.17				
	City							318,000.73			1,589.20	
	SWMU							35,705.23				

2,675.30 \$1,154,574.81 264.00 \$ 4,651.60

\$ 834,158.38 \$ 4,651.60

Install Driveway/S.Y.			Saw Concrete/ L.F.			Saw Bituminous/L.F			Remove Sidewalk/S.F.			4" Install Sidewalk/S.F.			6" Install Sidewalk/S.F.
Unit-S.Y.	Rate/S.Y.	Total	Unit-L.F.	Rate/L.F.	Total	Unit-L.F.	Rate/L.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.
		86.5012			6.0900			2.3200			0.00			0.00	

	86.50	-		6.09	-		2.32	-		-	-		-	-	
	86.50	-		6.09	-		2.32	-		-	-		-	-	
8.00	86.50	692.01		6.09	-		2.32	-		-	-		-	-	
	86.50	-		6.09	-		2.32	-		-	-		-	-	
99.00	86.50	8,563.62	59.00	6.09	359.31		2.32	-		-	-		-	-	
37.00	103.81	3,840.91	23.00	6.09	140.07		2.32	-		-	-		-	-	
	86.50	-		6.09	-		2.32	-		-	-		-	-	
	86.50	-		6.09	-		2.32	-		-	-		-	-	
12.00	86.50	1,038.01	9.00	6.09	54.81		2.32	-		-	-		-	-	
91.00	86.50	7,871.61	25.00	6.09	152.25		2.32	-		-	-		-	-	
35.00	86.50	3,027.54		6.09	-		2.32	-		-	-		-	-	
21.00	86.50	1,816.53		6.09	-	13.00	2.32	30.16		-	-		-	-	
	86.50	-		6.09	-		2.32	-		-	-		-	-	
98.00	86.50	8,477.12	81.00	6.09	493.29		2.32	-		-	-		-	-	
		0.00			0.00			0.00							
		15,397.32			0.00			0.00			0.00				0.00

401.00		\$ 50,724.67	197.00		\$ 1,199.73	13.00		\$ 30.16	0.00		\$ -	0.00		\$ -	0.00
		\$ 50,724.67			\$ 1,199.73			\$ 30.16			\$ -			\$ -	

0.00		Storm Sewer/S.F.			Sanitary/WYE			Variable by size			Sanitary/4" PIPE			Sanitary/6" PIPE			Sanitary/Svc	
Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-Wye	Rate/Wye	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Service	Rate/Service			

-	-	-	-	-	-	-	-	-	87.00	-	-	55.68	-	-	-		
-	-	-	-	-	-	-	-	-	87.00	-	-	55.68	-	-	-		
-	-	-	-	-	1.00	696.00	696.00	-	87.00	-	33.00	55.68	1,837.44	-	-		
-	-	-	-	-	1.00	696.00	696.00	-	87.00	-	37.00	55.68	2,060.16	-	-		
-	-	-	-	-	1.00	696.00	696.00	-	87.00	-	21.00	55.68	1,169.28	-	-		
-	-	-	-	-	1.00	580.00	580.00	10.00	87.00	870.00	-	55.68	-	-	-		
-	-	-	-	-	-	-	-	-	87.00	-	-	55.68	-	-	-		
-	-	-	-	-	-	-	-	-	87.00	-	-	55.68	-	-	-		
-	-	-	-	-	1.00	696.00	696.00	-	87.00	-	24.00	55.68	1,336.32	-	-		
-	-	-	-	-	1.00	696.00	696.00	-	87.00	-	11.00	55.68	612.48	-	-		
-	-	-	-	-	1.00	696.00	696.00	-	87.00	-	33.00	55.68	1,837.44	-	-		
-	-	-	-	-	1.00	580.00	580.00	9.00	87.00	783.00	-	55.68	-	-	-		
-	-	-	-	-	1.00	696.00	696.00	-	87.00	-	35.00	55.68	1,948.80	-	-		
-	-	-	-	-	1.00	696.00	696.00	-	87.00	-	24.00	55.68	1,336.32	-	-		
							0.00				0.00					0.00	
0.00																	
				255,504.79													

\$	-	0.00	\$	255,504.79	10.00	\$	6,728.00	19.00	\$	1,653.00	218.00	\$	12,138.24	0.00
\$	-		\$	255,504.79		\$	6,728.00		\$	1,653.00		\$	12,138.24	

0.0000 Total	B	C	Total w/			
	Maximum STREET Assessable Amount 2.a.(1)(b)	Maximum STREET Assessable Amount 2.a.(2)(a)	Recommended STREET Assessment (Least of A, B, or C)	Recommended TOTAL Assessment	Assessment Maximums Applied	Assessment Maximum Benefit to Property

-	59,353.61	-	-	-	0.00	0.00
-	214,003.79	-	-	-	0.00	0.00
-	78,300.66	36,909.29	36,909.29	40,134.74	40,134.74	42,293.56
-	64,821.95	32,818.18	32,818.18	35,574.34	35,574.34	37,605.65
-	63,846.51	32,315.86	32,315.86	43,800.07	43,800.07	37,030.05
-	99,021.21	47,273.81	47,273.81	53,006.39	53,006.39	54,170.03
-	177,765.25	-	-	-	0.00	0.00
-	136,265.01	-	-	-	0.00	0.00
-	67,186.63	22,325.29	22,325.29	25,554.84	25,554.84	25,582.07
-	76,556.70	32,929.81	32,929.81	42,900.15	42,900.15	37,733.55
-	56,575.11	24,334.57	24,334.57	30,115.96	30,115.96	27,884.46
-	29,558.57	12,714.26	12,714.26	16,144.34	16,144.34	14,568.98
-	67,541.34	29,106.60	29,106.60	31,751.40	31,751.40	33,352.63
-	70,911.01	27,906.62	27,906.62	39,790.94	39,790.94	31,977.59
	1,069.81	1,069.81	1,069.81	20,180.81	20,180.81	
116,440.80	158,966.17	158,966.17	158,966.17	275,406.97	275,406.97	
	(302,873.76)	660,199.30	660,199.30	677,185.82	356,769.39	
	35,705.23	35,705.23	35,705.23	291,210.02	291,210.02	

\$ 116,440.80 \$ 1,154,574.81 \$ 1,154,574.81 \$ 1,154,574.81 \$ 1,622,756.79 \$ 1,302,340.36 342,198.57

\$ 116,440.80 \$ 834,158.38 \$ 834,158.38 \$ 834,158.38 \$ 1,302,340.36 \$ 1,302,340.36

RESOLUTION NUMBER 23-042

RESOLUTION ADOPTING ASSESSMENT

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

PROJECT ST-004: HALBUR ROAD RECONSTRUCTION PROJECT -- This project consisted of: reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer replacement and concrete paved surfacing. This project also included new curb & gutter, driveway aprons, and sewer services to the right-of-way.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such proposed assessment shall be payable in equal annual principal installments extending over a period of eight (8) years and shall bear interest at the rate of four and one-tenth percent (4.1%) per year.
3. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.
5. The right to partially prepay the assessment to the City Clerk according to Ordinance No. 364, Second Series, is available.
6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Passed and adopted by the Council this 23rd day of May 2023.

Mayor

ATTEST:

City Clerk

This Instrument Drafted by: Jason R. Anderson, P.E.; Director of Public Works/City Engineer

Presenter:	Jason Anderson												
Meeting Date:	Tuesday, May 23, 2023												
Category:	PUBLIC HEARING												
Type:	ACTION												
Subject:	Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment												
Background Information:	The project included street and utility reconstruction of W. Lyon Street from College Drive to N. 1 st Street including: street, sidewalk, curb and gutter, driveways, water main, sanitary sewer, and sewer and water service lines to the right of way.												
Fiscal Impact:	<p>The following is a breakdown of the proposed project funding. The costs shown below include 16% for engineering and administrative costs, for a total project cost of \$467,283. The following is a proposed breakdown of the project funding:</p> <table style="margin-left: 40px;"> <tr> <td>Wastewater Fund</td> <td style="text-align: right;">\$68,939</td> </tr> <tr> <td>MMU</td> <td style="text-align: right;">\$131,349</td> </tr> <tr> <td>Surface Water Management Utility</td> <td style="text-align: right;">\$14,7178</td> </tr> <tr> <td>City Participation (Ad Valorem)</td> <td style="text-align: right;">\$190,778</td> </tr> <tr> <td>Assessed to Property Owners</td> <td style="text-align: right;"><u>\$61,499</u></td> </tr> <tr> <td>Total Project Amount</td> <td style="text-align: right;">\$467,283</td> </tr> </table> <p>Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. Per Finance, the 2022A Bonding has a Net Interest Cost of 2.1% for the Street Improvements, plus 2%, results in a 4.1% interest rate for Special Assessments.</p> <p>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.</p>	Wastewater Fund	\$68,939	MMU	\$131,349	Surface Water Management Utility	\$14,7178	City Participation (Ad Valorem)	\$190,778	Assessed to Property Owners	<u>\$61,499</u>	Total Project Amount	\$467,283
Wastewater Fund	\$68,939												
MMU	\$131,349												
Surface Water Management Utility	\$14,7178												
City Participation (Ad Valorem)	\$190,778												
Assessed to Property Owners	<u>\$61,499</u>												
Total Project Amount	\$467,283												
Alternative/Variations:	<ul style="list-style-type: none"> • Modify assessments to property owners, thereby modifying the attached proposed assessment. • Amend the terms of the assessments. 												
Recommendations:	<p><u>Recommendation No. 1</u> that the Council close the public hearing on assessments for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project.</p> <p><u>Recommendation No. 2</u> that the Council adopt RESOLUTION NUMBER 23-043, which is the “Resolution Adopting Assessment” for Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project.</p>												

PROJECT LIMITS



COST BREAKDOWN
Project ST-023: W Lyon Street Reconstruction Project (College to 1st)
CITY OF MARSHALL, MINNESOTA
Per Pay Request #4 (Final) dated 11/01/2022

ITEM	TOTAL	SPECIAL ASSESSMENTS	WASTEWATER FUND	MMU	Mn/DOT	SURFACE WATER MANAGEMENT UTILITY	AD VALOREM
SANITARY SEWER	\$30,669	\$7,998	\$22,671				
WATERMAIN	\$51,672	\$0		\$51,672			
STORM SEWER	\$8,052	\$0				\$8,052	
DRIVEWAY	\$4,886	\$2,549		\$0			\$2,337
SIDEWALK	\$0	\$0					\$0
STREET	\$372,004	\$50,952	\$46,268	\$79,677	\$0	\$6,666	\$188,441
TOTALS	\$467,283	\$61,499	\$68,939	\$131,349	\$0	\$14,718	\$190,778
% PARTICIPATION	100.0%	13.2%	14.8%	28.1%	0.0%	3.1%	40.8%

CONTRACT AMOUNT	402,830.25
CONTINGENCIES	0.00 ^{0%}
	<hr/> 402,830.25
ENG. & ADMIN.	64,452.84 ^{16%}
	<hr/> 467,283.09

98.6000	Saw Concrete/ L.F.			Saw Bituminous/L.F.			Remove Sidewalk/S.F.			4" Install Sidewalk/S.F.			6" Install Sidewalk/S.F.		
	Unit-S.Y.	Rate/L.F.	Total	Unit-L.F.	Rate/L.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total	Unit-S.F.	Rate/S.F.	Total
			0.0000			0.0000			0.00			0.00			0.00

1,676.20	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0.00			0.00			0.00									
1,972.00			0.00			0.00			0.00			0.00			0.00

\$ 3,648.20	0.00		\$ -	0.00		\$ -	0.00		\$ -	0.00		\$ -	0.00		\$ -
\$ 3,648.20			\$ -			\$ -			\$ -			\$ -			\$ -

Storm Sewer/S.F.			Sanitary/WYE			Variable by size			Sanitary/4" PIPE			Sanitary/6" PIPE			Sanitary/Svc			STREET Assessable Amount
Unit-S.F.	Rate/S.F.	Total	Unit-Wye	Rate/Wye	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Pipe	Rate/Pipe	Total	Unit-Service	Rate/Service	Total				
		0.0000						46.4000			52.2000			0.0000				

-	-		1.00	667.00	667.00		46.40	-	41.00	52.20	2,140.20		-	-	29,558.57
-	-				-		46.40	-		52.20	-		-	-	--
-	-		1.00	667.00	667.00		46.40	-	40.00	52.20	2,088.00		-	-	--
-	-				-		46.40	-		52.20	-		-	-	
-	-		1.00	580.00	580.00	40.00	46.40	1,856.00		52.20	-		-	-	
-	-				-		46.40	-		52.20	-		-	-	
															79,676.64
															0.00
															0.00
															22,671.04
															287,874.39
															8,051.97
															6,665.81

0.00	\$	8,051.97	3.00	\$	1,914.00	40.00	\$	1,856.00	81.00	\$	4,228.20	0.00	\$	22,671.04	\$	450,043.69
	\$	8,051.97		\$	1,914.00		\$	1,856.00		\$	4,228.20		\$	22,671.04	\$	372,003.76

C

STREET Assessable Amount	Recommended STREET Assessment (Least of A, B, or C)	Recommended TOTAL Assessment	Z82 (2021) CREDIT	Total w/ Assessment Maximums Applied	Assessment Maximum Benefit to Property
34,422.08	29,558.57	34,914.29		34,914.29	91,403.28
1,850.65	1,850.65	1,850.65		1,850.65	4,652.68
8,142.86	8,142.86	10,897.86		10,897.86	20,471.77
	5,700.00	5,700.00		5,700.00	8,607.32
	5,700.00	8,136.00		8,136.00	8,607.32
	5,700.00	5,700.00	(5,700.00)	-	8,607.32
79,676.64	79,676.64	131,348.84		131,348.84	
46,268.28	46,268.28	68,939.32		68,939.32	
273,017.38	260,780.88	263,118.28		190,778.36	
6,665.81	6,665.81	14,717.78		14,717.78	
\$ 450,043.69	\$ 450,043.69	\$ 545,323.01		\$ 467,283.09	142,349.69
\$ 372,003.76	\$ 372,003.76	\$ 467,283.09		\$ 467,283.09	

RESOLUTION NUMBER 23-043_

RESOLUTION ADOPTING ASSESSMENT

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

PROJECT ST-023: W. LYON STREET (COLLEGE TO N. 1ST) RECONSTRUCTION PROJECT – 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.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such proposed assessment shall be payable in equal annual principal installments extending over a period of eight (8) years and shall bear interest at the rate of four and one-tenth percent (4.1%) per year.
3. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.
5. The right to partially prepay the assessment to the City Clerk according to Ordinance No. 364, Second Series, is available.
6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Passed and adopted by the Council this 23rd day of May 2023.

Mayor

ATTEST:

City Clerk

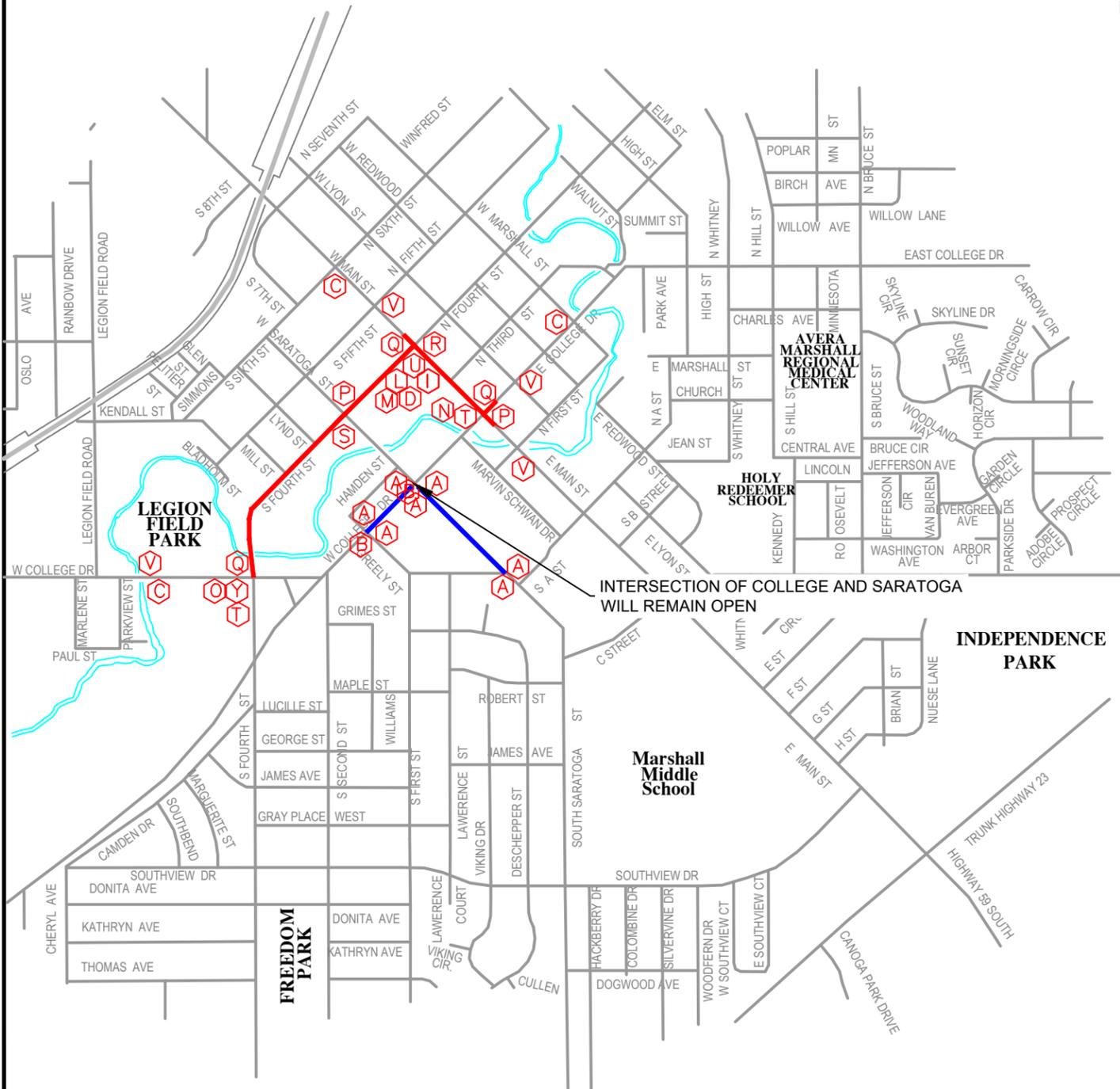
This Instrument Drafted by: Jason R. Anderson, P.E.; Director of Public Works/City Engineer

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Sounds of Summer - Call for Public Hearing for Private Use of Public Streets and Parking Lots for Sounds of Summer (August 18-20, 2023)
Background Information:	<p>Attached is a request from the Sounds of Summer Committee requesting permission for the following:</p> <ul style="list-style-type: none"> - Closure of West College Drive (TH 19) AND Closure of West Saratoga Street (08/18/2023 to 08/20/2023 (Fri-Sun)) Closure of West College Drive from West Greeley Street to West Saratoga Street and closure of West Saratoga Street from West College Drive to East Greeley Street on the following dates and times to allow adequate time for clean up after the Saturday evening activities. Please see attached "Exhibit A". <ul style="list-style-type: none"> • Friday 8/18 4 PM-10 PM • Saturday 8/19 12 PM to Sunday 8/20 1 AM - Parade Line-Up (08/19/2023 (Sat)): Closure of East Lyon Street, beginning at the corner of Jewett Street to South Bruce Street on Saturday, August 19, 2023 starting at approximately 12 PM to approximately 6 PM. Line-up would begin at 2 PM. Please see attached "Exhibit B". - Parade (08/19/2023 (Sat)): Closure of East Lyon Street from South Bruce Street to East Main Street and closure of Main Street from East Lyon Street to North 6th Street Saturday, August 19, 2023 from 3 PM to approximately 6 PM. Parade would start at 4 PM with an estimated 5:30 PM end time. Please see attached "Exhibit B". <p>In accordance with Section 62-6 of the Marshall City Code, the Director of Public Works/City Engineer may refer any application for private use of public streets and parking lots on either a temporary or permanent basis to be considered by the Marshall City Council.</p> <p>Due to the magnitude of the proposed event and potential impact to the businesses adjacent to the areas that are being requested to be blockaded, City Staff would recommend that the City Council hold a public hearing on these requests prior to granting final approval.</p> <p>In the past, the City's Public Safety and Public Works Divisions have worked with applicants on the issues and public safety concerns that would need to be addressed as part of this request. In addition, it would be City Staff's intent to have a representative from the Committee present at the hearing to provide a brief overview of the activities and events that are going to occur during the celebration.</p>

Fiscal Impact:	There will be costs involved for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans and not charging fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council call for a public hearing to be held on June 13, 2023 for the private use of public streets and parking lots for Sounds of Summer (August 18-20, 2023).

DETOUR SIGNING PLAN

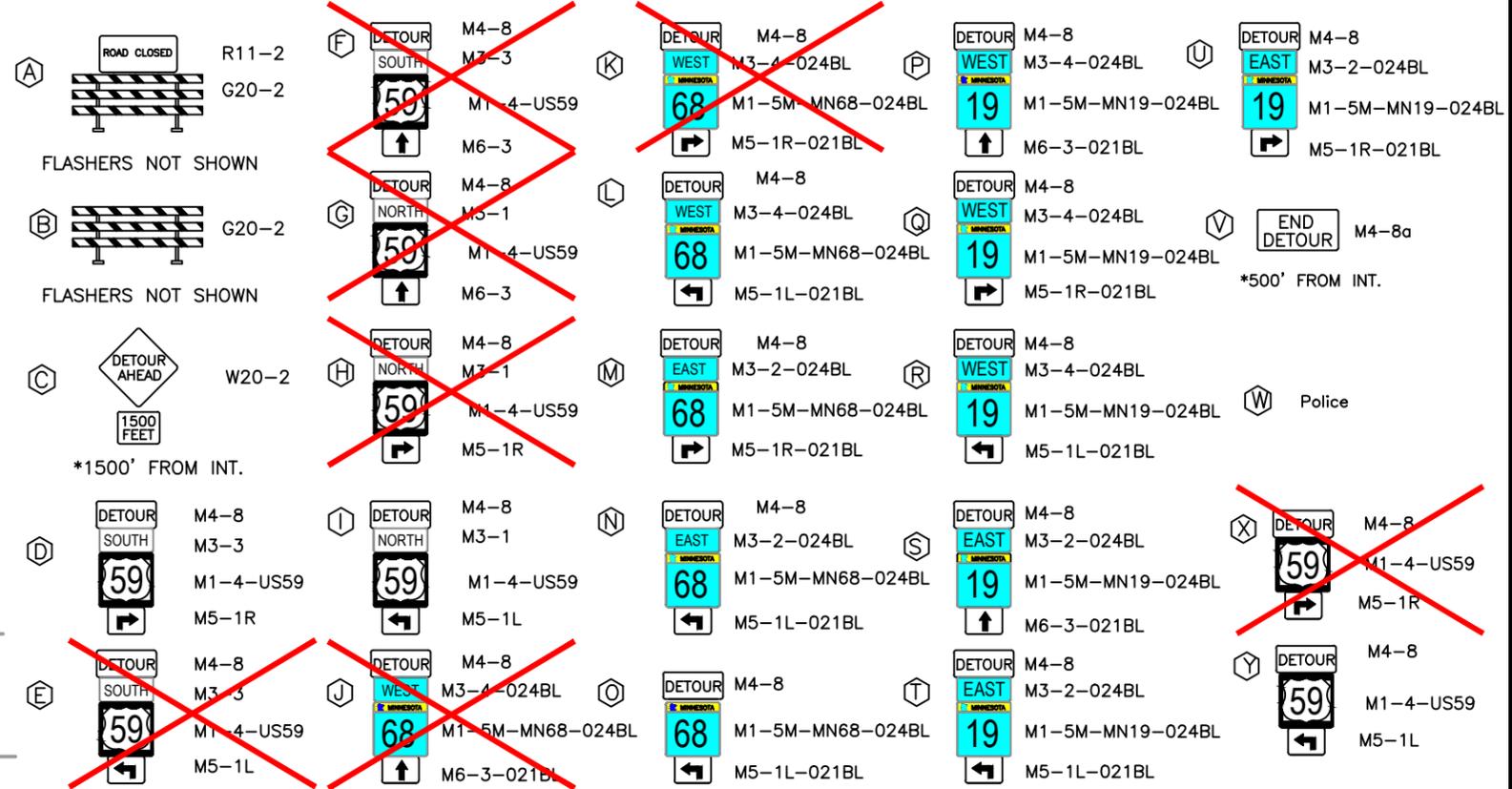


█ CLOSED ROAD
█ CITY OF MARSHALL DETOUR ROUTE

NORTH

CITY OF MARSHALL
LYON COUNTY
MINNESOTA

NOT TO SCALE



SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
	TYPE III BARRICADE	9	60"x48"	ORANGE ON WHITE	19
	R11-3	7	60"x30"	BLACK ON WHITE	
	W20-2	3	36"x36"	BLACK ON ORANGE	
	M1-4	3	24"x24"	BLACK ON WHITE	
	M1-5M-MN68-024BL	4	24"x24"	WHITE AND GOLD ON BLUE	
	M1-5M-MN19-024BL	10	24"x24"	WHITE AND GOLD ON BLUE	
	W20-100P	3	30"x24"	BLACK ON ORANGE	
	M3-2-024BL	6	24"x24"	WHITE ON BLUE	
	M3-4-024BL	7	24"x24"	WHITE ON BLUE	
	M5-1R-021BL	5	21"x15"	WHITE ON BLUE	
	M5-1L-021BL	5	21"x15"	WHITE ON BLUE	
	M6-3-021BL	3	21"x15"	WHITE ON BLUE	
	M4-8	16	24"x12"	BLACK ON ORANGE	
	M4-8a	4	24"x18"	BLACK ON ORANGE	

SIGN	SIGN NO.	QUANTITY	SIZE	COLOR
	M3-1	1	24"x24"	BLACK ON WHITE
	M3-3	1	24"x24"	BLACK ON WHITE
	M5-1R	1	21"x15"	BLACK ON WHITE
	M5-1L	2	21"x15"	BLACK ON WHITE
	M6-3	-	21"x15"	BLACK ON WHITE

THIS MAP SHOWS DETOUR ROUTE CLOSURES, ALL LOCAL SIDE STREETS WILL ALSO BE CLOSED WITH NO TRAFFIC ALLOWED WITHIN CLOSED ROAD

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS

ALL NECESSARY TRAFFIC CONTROL DEVICES AND DETOUR DEVICES ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CITY OF MARSHALL. ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

Item 6.

CITY ENGINEERS OFFICE
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

Sounds of Summer Event
 Detour Plan

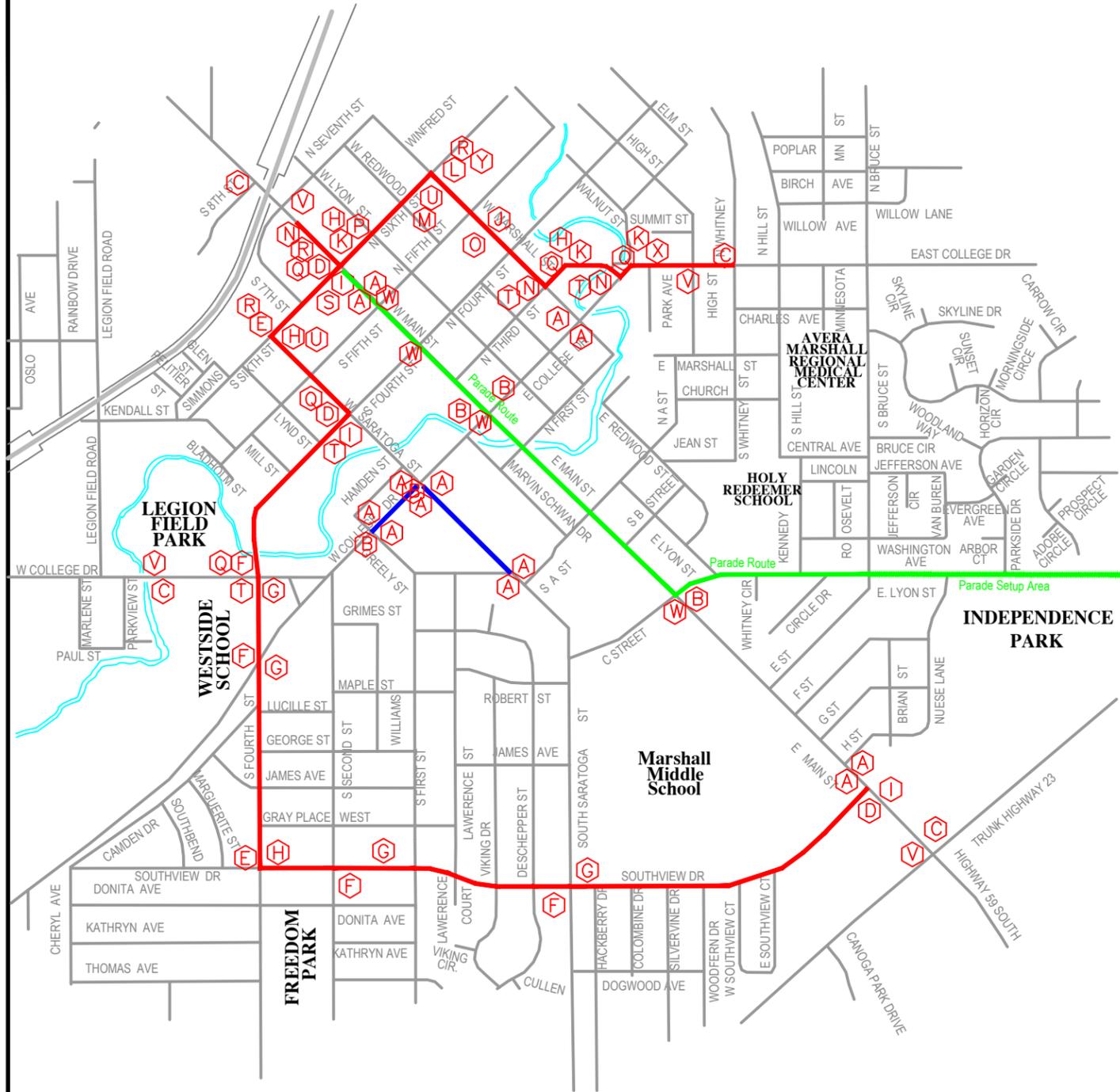
DATE	REVISIONS
	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ REGISTRATION NO. _____ 41557

DATE	05/19/2023	S.P. NO.
DRAWN BY	G.J.S.	SHEET
		Page 41

DETOUR SIGNING PLAN



- █ CLOSED ROAD
- █ CITY OF MARSHALL DETOUR ROUTE
- █ PARADE ROUTE

THIS MAP SHOWS DETOUR ROUTE CLOSURES, ALL LOCAL SIDE STREETS WILL ALSO BE CLOSED WITH NO TRAFFIC ALLOWED WITHIN CLOSED ROAD

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS

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Item 6.

CITY OF MARSHALL
LYON COUNTY
MINNESOTA

NOT TO SCALE


CITY ENGINEERS OFFICE
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

<p>A ROAD CLOSED R11-2 G20-2 FLASHERS NOT SHOWN</p> <p>B ROAD CLOSED G20-2 FLASHERS NOT SHOWN</p> <p>C DETOUR AHEAD W20-2 1500 FEET *1500' FROM INT.</p> <p>D DETOUR SOUTH 59 M4-8 M3-3 M1-4-US59 M5-1R</p> <p>E DETOUR SOUTH 59 M4-8 M3-3 M1-4-US59 M5-1L</p>	<p>F DETOUR SOUTH 59 M4-8 M3-3 M1-4-US59 M6-3</p> <p>G DETOUR NORTH 59 M4-8 M3-1 M1-4-US59 M6-3</p> <p>H DETOUR NORTH 59 M4-8 M3-1 M1-4-US59 M5-1R</p> <p>I DETOUR NORTH 59 M4-8 M3-1 M1-4-US59 M5-1L</p> <p>J DETOUR WEST 68 M4-8 M3-4-024BL M1-5M-MN68-024BL M6-3-021BL</p>	<p>K DETOUR WEST 68 M4-8 M3-4-024BL M1-5M-MN68-024BL M5-1R-021BL</p> <p>L DETOUR WEST 68 M4-8 M3-4-024BL M1-5M-MN68-024BL M5-1L-021BL</p> <p>M DETOUR EAST 68 M4-8 M3-2-024BL M1-5M-MN68-024BL M5-1R-021BL</p> <p>N DETOUR EAST 68 M4-8 M3-2-024BL M1-5M-MN68-024BL M6-3-021BL</p>	<p>O DETOUR WEST 19 M4-8 M3-4-024BL M1-5M-MN19-024BL M6-3-021BL</p> <p>P DETOUR WEST 19 M4-8 M3-4-024BL M1-5M-MN19-024BL M6-3-021BL</p> <p>Q DETOUR WEST 19 M4-8 M3-4-024BL M1-5M-MN19-024BL M5-1R-021BL</p> <p>R DETOUR WEST 19 M4-8 M3-4-024BL M1-5M-MN19-024BL M5-1L-021BL</p> <p>S DETOUR EAST 19 M4-8 M3-2-024BL M1-5M-MN19-024BL M6-3-021BL</p> <p>T DETOUR EAST 19 M4-8 M3-2-024BL M1-5M-MN19-024BL M5-1L-021BL</p>	<p>U DETOUR EAST 19 M4-8 M3-2-024BL M1-5M-MN19-024BL M5-1R-021BL</p> <p>V END DETOUR M4-8a *500' FROM INT.</p> <p>W Police</p> <p>X DETOUR 59 M4-8 M1-4-US59 M5-1R</p> <p>Y DETOUR 59 M4-8 M1-4-US59 M5-1L</p>
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SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
	TYPE III BARRICADE	18	60"x48"	ORANGE ON WHITE	19
ROAD CLOSED	R11-3	13	60"x30"	BLACK ON WHITE	
DETOUR AHEAD	W20-2	4	36"x36"	BLACK ON ORANGE	
59	M1-4	21	24"x24"	BLACK ON WHITE	
68	M1-5M-MN68-024BL	10	24"x24"	WHITE AND GOLD ON BLUE	
19	M1-5M-MN19-024BL	17	24"x24"	WHITE AND GOLD ON BLUE	
1500 FEET	W20-100P	4	30"x24"	BLACK ON ORANGE	
EAST	M3-2-024BL	12	24"x24"	WHITE ON BLUE	
WEST	M3-4-024BL	14	24"x24"	WHITE ON BLUE	
→	M5-1R-021BL	19	21"x15"	WHITE ON BLUE	
←	M5-1L-021BL	12	21"x15"	WHITE ON BLUE	
↑	M6-3-021BL	4	21"x15"	WHITE ON BLUE	
DETOUR	M4-8	40	24"x12"	BLACK ON ORANGE	
END DETOUR	M4-8a	4	24"x18"	BLACK ON ORANGE	

SIGN	SIGN NO.	QUANTITY	SIZE	COLOR
NORTH	M3-1	10	24"x24"	BLACK ON WHITE
SOUTH	M3-3	9	24"x24"	BLACK ON WHITE
→	M5-1R	8	21"x15"	BLACK ON WHITE
←	M5-1L	5	21"x15"	BLACK ON WHITE
↑	M6-3	8	21"x15"	BLACK ON WHITE

Sounds of Summer Parade

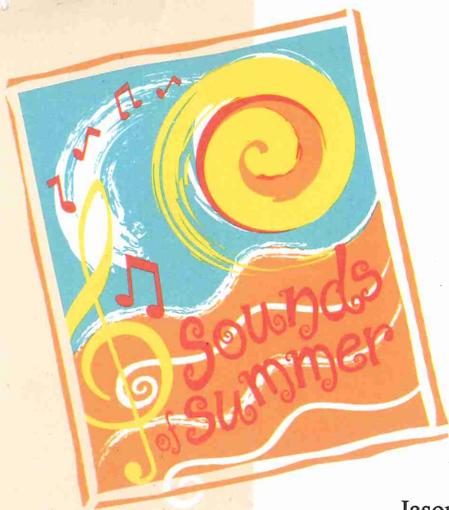
Detour Plan

DATE	REVISIONS
	DESCRIPTION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ REGISTRATION NO. 41557

DATE	05/19/2023	S.P. NO.	
DRAWN BY	G.J.S.	SHEET	Page 42



May 2023

Jason Anderson P.E.
Director of Public Works
City of Marshall
344 W. Main St.
Marshall, MN 56258

Dear Jason:

Below is the request from the Sounds of Summer Committee regarding street closures for this year's celebration.

Friday August 18, 2023- from 4:00 p.m. to 10:00 p.m.

Close West College Drive from East Greely Street to Saratoga Street and Saratoga Street to West Greely Street. See Exhibit A.

Saturday August 19, 2023- from 12:00 p.m. to 1:00 a.m. Sunday, August 20th

Close West College Drive from East Greely Street to Saratoga Street and Saratoga Street to East Greely Street. See Exhibit A.

Saturday August 19, 2023- from 12:00 p.m. to approximately 6:00 p.m.

This request is to have permission to hold our Sounds of Summer Parade on Saturday August 19, 2023, along the same route as prior years. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street, the start of the parade. It would proceed to East Main Street (TH59) in a Northwestern path to downtown Marshall and ending between 5th and 6th Streets. Line up would begin at 2:00 p.m. Parade would start at 4:00 p.m. with an estimated 5:30 p.m. end time, or if exceptionally large parade, could be 6:00 p.m. See Exhibit B. In the past it has been requested that we secure your permission as well as working with City and County Law Enforcement to temporarily close TH59 and TH68 through the parade route and to coordinate that with MNDOT.

Again this year we would request to close Lyon Street, beginning at the corner of Nuese Lane to Jewett Street starting at 12:00 noon to approximately 5:00 p.m. This would allow people to drop off participants in the parade in a safe manner.

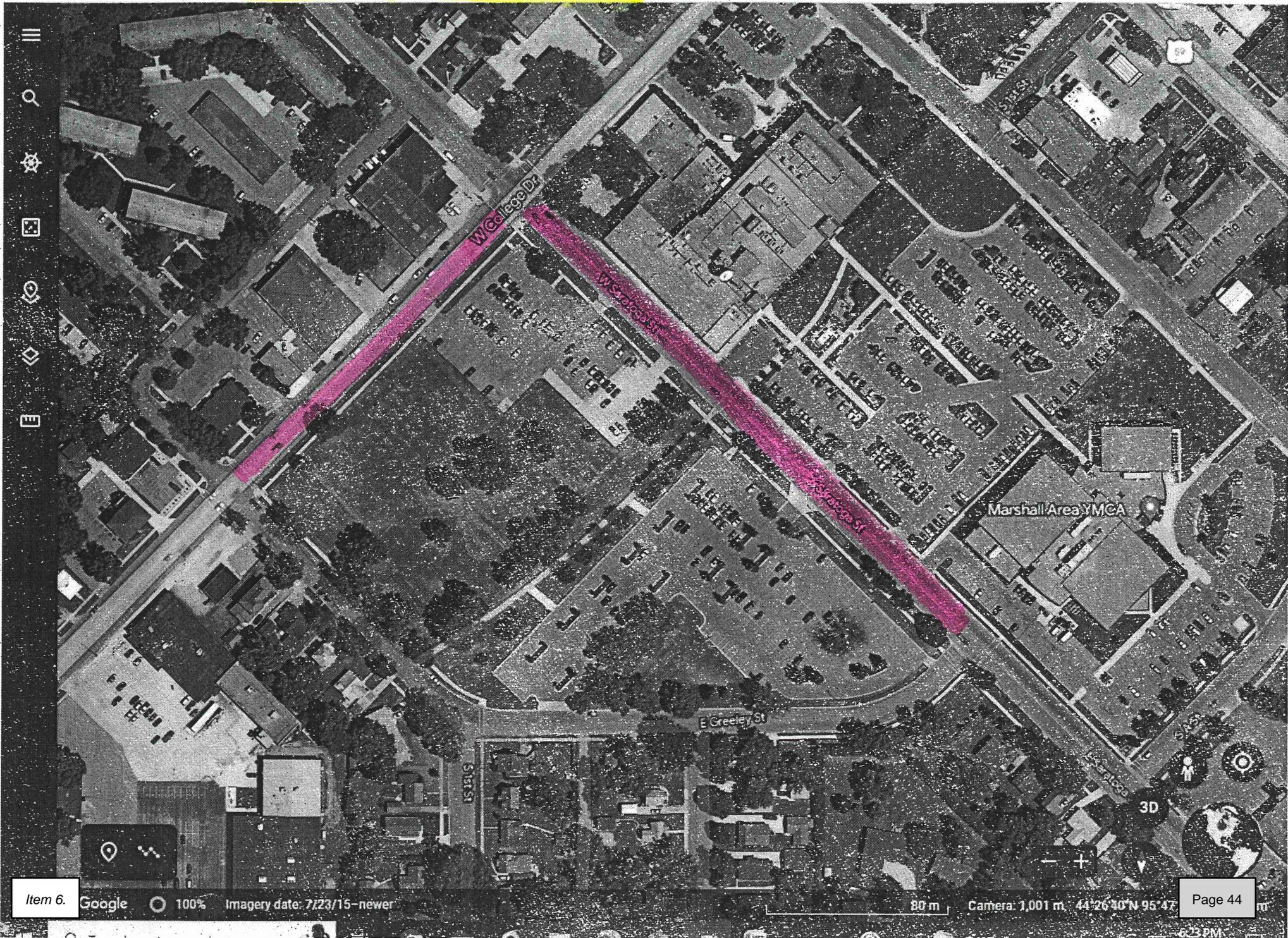
Any additional information you may need, please let us know.

Sincerely,

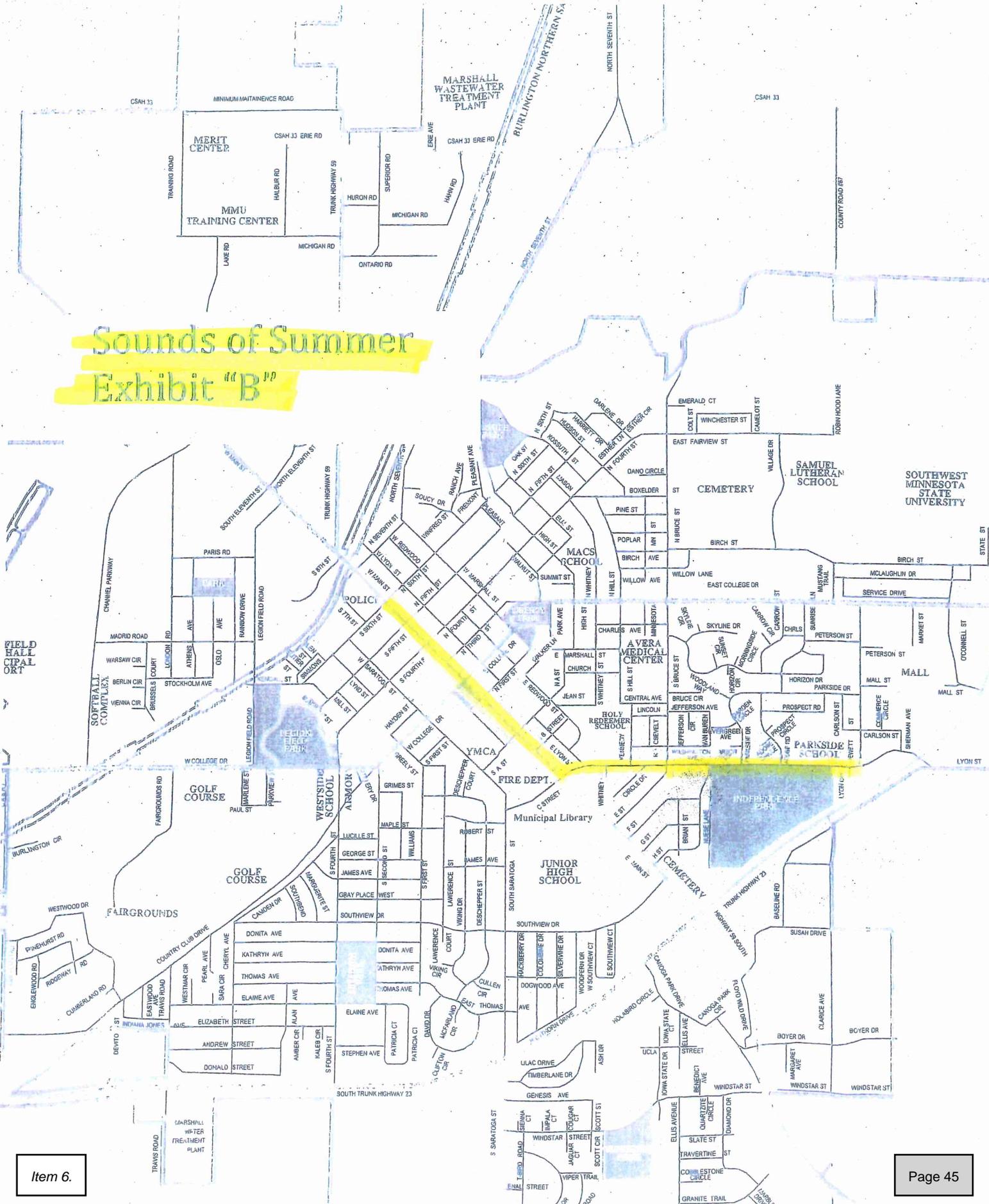
Brock Klaith, Carrie Jones, Marc Klaith
Marshall Sounds of Summer Committee Officers

cc. Jim Marshall, Director of Public Safety
Eric Wallen, Lyon County Sheriff
Dean Coudron, Public Works Superintendent

Exhibit A



Sounds of Summer Exhibit "B"



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Introduction of Ordinance Amending Section 86-104 B-3 General Business District and Call for Public Hearing.
Background Information:	<p>The proposed revision is minor and is related to self-storage warehouses or mini-storages, defined as units or compartments under 500 SF rented to individuals for storage of personal property on a monthly basis. This use is conditional in a B-3 General Business District. This is an old provision and assumed buildings with rows of individual garage-like units with outside access and drives between buildings. However, the new type of such units was introduced relatively recently – conditioned indoor units with access from the inside of a building, which means a totally different appearance: instead of a row of connected garages it looks like a regular building with main entrance and typical parking area. To reflect this new reality, and facilitate future city development, staff suggest making buildings with indoor units a permitted use, while leaving mini storages with outside access a conditional use.</p> <p>At the May 10, 2023, regular Planning Commission meeting, Muchlinski made a motion, seconded by Stoneberg to recommend to city council an approval as recommend by staff. All voted in favor of the motion</p>
Fiscal Impact:	None.
Alternative/ Variations:	None Recommended.
Recommendations:	Staff recommends that the Council introduce the Ordinance Amending Section 86-104 B-3 General Business District and Call for Public Hearing to be held on June 13, 2023.

Section 86-104 B-3 General Business District

(a) *Intent; scope.* This section applies to the B-3 general business district. This B-3 district provides a location for uses that are appropriate to thoroughfare locations, are largely dependent upon thoroughfare traffic, and are not suitable within other business districts.

(b) *Permitted uses.* The following uses shall be permitted in the B-3 business district:

Ambulance, taxi, bus, and rail stations or terminals.

Antique, gift or florist shop.

Apparel shops.

Appliance sales and service stores.

Art, office, school, camera and photography supply stores.

Audio recording sales or rental.

Auto parts and accessories.

Automobile and truck sales or used car lots.

Automobile garages and repair shops, with no outside storage of vehicles or equipment.

Automobile laundries and car washes.

Automobile parking lots and garages.

Automobile service stations, for sale of gasoline, oil and accessories.

Banks and savings institutions.

Barbershops or beauty shops.

Bars, taverns, cocktail lounges, nightclubs, dancehalls and theatres.

Bicycle or motorcycle sales or repair shops.

Billiard or pool halls.

Book or stationery stores.

Bowling alleys.

Business, commercial or dance schools.

Business or professional offices.

Cabinet stores.

Candy, ice cream, soft drinks, or confectionery stores.

Carpenter, plumbing and heating, paint and wallpaper, and janitorial service shops.

Carpet and flooring stores.

Churches.

Day care facility serving any number of individuals.

Department stores.

Drive-in restaurants and other establishments that provide goods and services to patrons in automobiles.

Drive-in retail or service stores.

Drive-in theatres.

Drive-up bank and other offices.

Electric motors service shops.

Fallout shelter.

Furniture stores.

Garden and lawn supply stores.

Gas stations.

Glass sales and service stores.

Grocery stores or supermarkets.

Hardware, hobby, sporting goods or toy stores.

Health clubs.

Ice sales.

Jewelry stores and leather goods or luggage.

Laundromats and dry cleaning or laundry pickup stores.

Leather goods stores.

Liquor stores.

Loan and finance company offices.

Lodge rooms or clubhouses for fraternal organizations.

Marine or boat sales and repair shops.

Meat shops and cold storage lockers, excluding slaughtering.

Medical clinics.

Medical, dental and optical laboratories.

Miniature golf courses, archery and golf driving ranges; swimming pools serving more than one-family, skating rinks, tennis clubs, but excluding auto, motorcycle or go-cart race tracks.

Monument sales centers.

Mortuaries or funeral homes.

Motels or hotels.

Motion picture theatre.

Municipal or other government administration buildings, police or fire stations, community center buildings, museums or art galleries, and post office stations.

Music studios or musical instrument stores.

Newspaper printing.

Outdoor nurseries and greenhouses.

Paint or wallpaper stores.

Pet shops.

Pet supply store.

Pharmacies or drugstores.

Photography studios.

Pipe or tobacco shops.

Post office stations.

Printing.

Public libraries.

Radio or television broadcasting stations.

Repair and rental of domestic type equipment and items.

Restaurants, cafes, delicatessens or tea rooms.

Retail bakeries or pastry shops.

Retail medical supply stores.

Sales and service centers for farm implements.

Sales and service centers of travel and camping trailers, and motor homes which do not require a special permit to be transported on a public highway.

Self-storage warehouse with inside access to individual units.

Sewing machine sales and service.

Shoe stores and repair.

Tailor shops.

Television or radio repair shops.

Tire, battery and automobile accessories shops.

Upholstery and furniture repair shops.

Veterinary clinic and hospital for small animals with associated indoor kennels where there are no animals allowed outside of a building at any time, where the entire business is conducted wholly within an enclosed sound proofed, heated and air conditioned building such that no noise or odors are perceptible beyond the property line.

Video sales or rental.

Water conditioning sales and service.

Water supply buildings, reservoirs, wells, elevated tanks and similar essential public utility structures.

Wholesale business and office with no outside storage.

- (c) *Permitted* accessory uses. The following uses shall be permitted accessory uses in the B-3 business district:

Accessory uses generally associated with the uses permitted in subsections (a) and (b) of this section.

Off-street parking and loading as regulated by article VI of this chapter.

Signs as regulated by article VI of this chapter.

Solar energy collectors and systems.

Storage garages where the lot is occupied by an institutional building.

- (d) *Conditional* uses. All conditional use permits for the B-3 district may only be issued if the proposed use meets the specific requirements of this section and also meets the general regulations as outlined in article VI and meets the eligibility for conditional use permits as specified in article II, division 2. The following use may be permitted in the B-3 business district by conditional use permit:

Amusement parks.

Armories, convention or exhibition halls.

Billboards.

Brewpubs.

College, university, post high school education or training institution, or seminary; public or private; with the nearest building line to property line distance of 150 feet to any single family dwelling property.

Convalescent, nursing and rest homes.

Farm feed and seed, or lawn and gardening supply store.

Golf courses, including clubhouses.

Heliport.

Hospitals and medical centers.

Kennels.

Lumberyards.

Meat and butcher shops and cold storage lockers, with limited slaughtering.

Multiple-family dwellings, apartment buildings or townhouses.

Municipal or other governmental service buildings.

Other business uses of the same general character as listed in subsection (b).

Parks and recreational areas owned or operated by governmental agencies.

Public, parochial or other private elementary, middle, junior high or senior high schools offering a curriculum equivalent to the public school system, and not operated for profit.

Residential facilities serving six or fewer individuals.

Self-storage warehouse with outside access to individual units.

Sports arenas or stadiums, indoor skating rinks and physical culture or health clubs and gymnasiums.

Trophy and award assembly.

Utility stations and structures.

(e) *Height and yard regulations.* Height and yard regulations for the B-3 district are as follows:

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

(2) *Front yard regulations.*

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

(3) *Side yard regulations.*

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

(4) *Rear yard regulations.*

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

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

(g) *General regulations.* Additional regulations in the B-3 general business district are set forth in article VI of this chapter.

(Code 1976, § 11.14; Ord. No. 410 2nd series, § 2, 2-16-1999; Ord. No. 443, § 3, 11-6-2000; Ord. No. 463, § 1, 7-2-2001; Ord. No. 590 2nd series, § 1, 2-19-2008; Ord. No. 613 2nd series, § 1, 8-25-2009; Ord. No. 655 2nd series, § 1, 5-22-2012; Ord. No. 719 2nd series, § 1, 5-9-2017; Ord. No. 753 2nd series, § 1, 7-28-2020)

Cross reference(s)-Businesses, ch. 22.

**SUMMARY ORDINANCE NO. 23-XXX
AMENDING CHAPTER 86, ARTICLE VI, SECTION 86-104
GENERAL BUSINESS DISTRICT**

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

Section 1: City Code of Ordinances, Chapter 86-Zoning, Article VI is, hereby amended in Section 86-104, in summary as follows:

(b) Permitted uses. The following uses shall be permitted in the B-3 business district:

Self-storage warehouse with inside access to individual units.

Self-storage warehouse with outside access to individual units.

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-XXX.

It is hereby directed that only the above Title and Summary of Ordinance No. 23-XXX 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 23rd 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:	Jason Anderson
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Amendment to Article 30-II Surface Water Management of the City Code of Ordinances – Introduction of Ordinance
Background Information:	Please see attached proposed revisions to Article 30-II Surface Water Management, Sec. 30-22 and Sec. 30-27 of the City Code of Ordinances. The revisions amend Section 30-22 Findings of Fact and add Section 30-27 Bulk Storage of Deicing Chemicals to comply with Item 18.6 of the MS4 General Permit.
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council introduce the attached ordinance amending Article 30-II Surface Water Management of the City Code of Ordinances.

ORDINANCE NO. 23-_____

ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 30, ARTICLE 30-II
RELATING TO SURFACE WATER MANAGEMENT

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

Section 1: City Code of Ordinances, Chapter 30-Environment, Article 30-II Surface Water Management, Section 30-22 is hereby amended and Section 30-27 is hereby added as follows:

Section 30-22 Findings of Fact

The city hereby finds that uncontrolled and inadequately planned use of wetlands, woodlands, natural habitat areas, areas subject to soil erosion, areas used for material storage and areas containing restrictive soils adversely affects the public health, safety and general welfare by impacting water quality and contributing to other environmental problems, creating nuisances, impairing other beneficial uses of environmental resources and hindering the ability of the city to provide adequate water, sewage, flood control and other community services. In addition, extraordinary public expenditures may be required for the protection of persons and property in areas which may be affected by unplanned land usage.

Section 30-27 Bulk Storage of Deicing Chemicals

Proper salt storage practices are required at commercial, institutional, and industrial facilities in accordance with the effective Minnesota Pollution Control Agency's General Permit to Discharge Stormwater Associated with Small Municipal Separate Storm Sewer Systems. The following requirements apply to all designated salt storage areas at commercial, industrial, and industrial facilities:

- a) Salt storage areas must be fully covered or indoors;
- b) Salt storage areas must be located on an impervious surface;
- c) Practices must be implemented to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and/or containment).

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

Passed and adopted by the Common Council this _____ day of _____, 2023.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

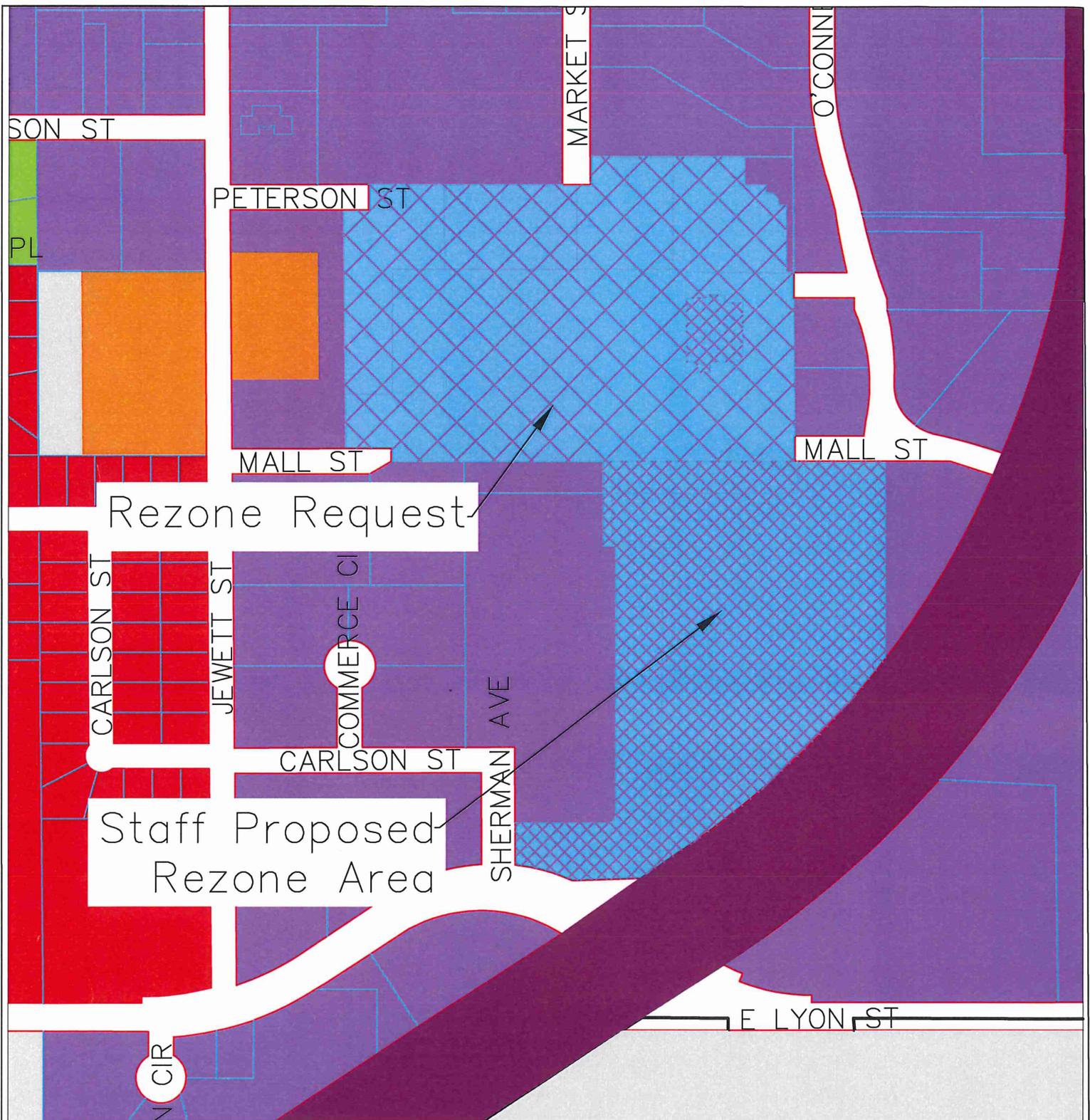
Ordinance Introduced on: May 23, 2023

Final Passage on: June 13, 2023

Ordinance Published in the Marshall Independent: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	INFO
Subject:	Request for Map Amendment (Rezone) by First Premier Bank at 1420 East College Drive
Background Information:	<p>This is a request by First Premier Bank, of Sioux Falls, SD to rezone property at 1420 East College Drive from B-4 Shopping Center Business District to B-3 General Business District for future development that includes a use permitted in B-3 district but not in B-4 district. Since the mall is not functioning as a mall anymore, staff believe that B-4 zoning district has become obsolete and suggest rezoning the other properties around the mall to B-3 as well at this time. All properties around the mall are currently zoned B-3 general business. This area was granted a PUD in 2015, but it was never acted upon, so this rezoning nullifies the existing PUD. The new Comprehensive Plan shows this entire area as Neighborhood Mix use with intent to allow for both commercial and residential uses and B-3 General business allows both.</p> <p>Rezoning procedures are described in Section 86-30 Amendments https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV1GE_S86-30AM. Attached are the rezoned area extent for your reference.</p> <p>At the May 10, 2023, Planning Commission meeting, a public hearing was held, and a motion was made by Doom, second by Muchlinski to recommend approval to City Council to rezone the property as recommended by staff. All voted in favor.</p>
Fiscal Impact:	Costs are to be billed to applicant.
Alternative/ Variations:	None recommended
Recommendations:	that the Council introduce the attached ordinance to rezone property at 1420 and 1424 East College Drive and 1001 Highway 23 N from B-4 Shopping Center Business District to B-3 General Business District.



A		AGRICULTURAL	R-4		HIGHER DENSITY - MULTIPLE FAMILY RESIDENCE	B-3		GENERAL BUSINESS
R-1		ONE FAMILY RESIDENCE	R-5		MANUFACTURED HOME PARK	B-4		SHOPPING CENTER BUSINESS
R-2		ONE TO FOUR FAMILY RESIDENCE	B-1		LIMITED BUSINESS	I-1		LIMITED INDUSTRIAL
R-3		LOW TO MEDIUM DENSITY - MULTIPLE FAMILY RESIDENCE	B-2		CENTRAL BUSINESS	I-2		GENERAL INDUSTRIAL



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344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

Item 9.

MALL REZONE

MAY 10, 2023

EXISTING ZONING MAP W/ PROPOSED
REZONE AREA FROM B-4 TO B-3

Page 57

RESOLUTION NO. 1158

**RESOLUTION RECOMMENDING APPROVAL OF A
REZONING REQUEST
WITHIN THE CITY OF MARSHALL, MINNESOTA**

WHEREAS, an application has been submitted by First Premier Bank (“Applicant”) to the City Council requesting approval of a rezoning under the Zoning Code, Article 86-IV, Section 86-30, in the City of Marshall for the following location:

LOCATION: 1420 East College Drive

LEGAL DESCRIPTION: Marshall Square Addition, Block 1, Lots 1, 2, 3, 4, and 5.

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: A Rezoning from a B-4 Shopping Center Business District to a B-3 General Business District of the property located at 1420 East College Drive and legally described above, and

WHEREAS, staff presented the Planning Commission with information that shopping centers, or malls, are mostly an outdated concept and no longer are being built, making the shopping center district obsolete, and

WHEREAS, staff recommended that adjacent properties located at 1424 East College Drive and 1001 Highway 23 North also be rezoned from a B-4 Shopping Center Business District to a B-3 General Business District, and

WHEREAS, staff presented the Planning Commission with information that the surrounding areas are all currently zoned B-3 General Business District, and

WHEREAS, staff presented the Planning Commission with information that the proposed rezoning meets the City’s current Comprehensive Plan, and

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on May 10, 2023, and

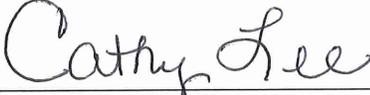
NOW THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Marshall that the City Council rezone the property requested by Applicant, in addition to the adjacent properties recommended by staff based on the following findings:

1. The proposed rezoning is consistent with the current Comprehensive Plan.
2. The proposed rezoning will further the City development.
3. The proposed rezoning is consistent with the surrounding area.

BE IT FURTHER RESOLVED that this resolution be communicated to the Marshall City Council.

The foregoing resolution, arising out of the motion offered by Doom and seconded by Muchlinski, was declared carried on the following vote:

Ayes: 5
Nays: 0
Passed: Yes



Chairperson, Planning Commission

Approval is contingent upon execution and return of this document to the City Planning Office.
I have read and agree to the conditions of this resolution as outlined above.

Property Owner / Applicant

Date

ORDINANCE NUMBER 23-
ORDINANCE AMENDING CHAPTER 86
OF THE CITY CODE RELATING TO ZONING

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

Section 1. Chapter 86 of the City Code and the City of Marshall Zoning Map referred to in Section 86-72, are hereby further amended as follows, to-wit:

City of Marshall, County of Lyon, State of Minnesota
1420 East College Drive
1424 East College Drive
110 Market Street
106 Market Street
107 Market Street
111 Market Street
1001 North State Highway 23
Exhibit A

is hereby rezoned from B-4 Shopping Center Business District to B-3 General Business District.

Section 2. Within thirty (30) days after official publication of the Ordinance, the Zoning Administrator of said City is directed to record on the City of Marshall Zoning Map, the changes in zoning resulting from the passage of this ordinance.

Section 3. Except as amended herein, said Chapter 86, as heretofore amended, shall remain in full force and effect.

Section 4. This Ordinance shall take effect from and after its passage and publication.

Passed and adopted by the Common Council this 13th day of June 2023.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

This Instrument Drafted by:
Jason R. Anderson, P.E.
Director of Public Works/City Engineer

Introduced on: May 23, 2023

Final Passage on: June 13, 2023

Published in the Official Newspaper : _____

EXHIBIT A

27-516-001-0 – Lot 1 block 1, Marshall Square Addition – 110 Market Street

27-516-002-0 – Lot 2 Block 1, Marshall Square Addition – 106 Market Street

27-516-003-0 – Lot 3 Block 1, Marshall Square Addition – 107 Market Street

27-516-004-0 – Lot 4 Block 1, Marshall Square Addition – 111 Market Street

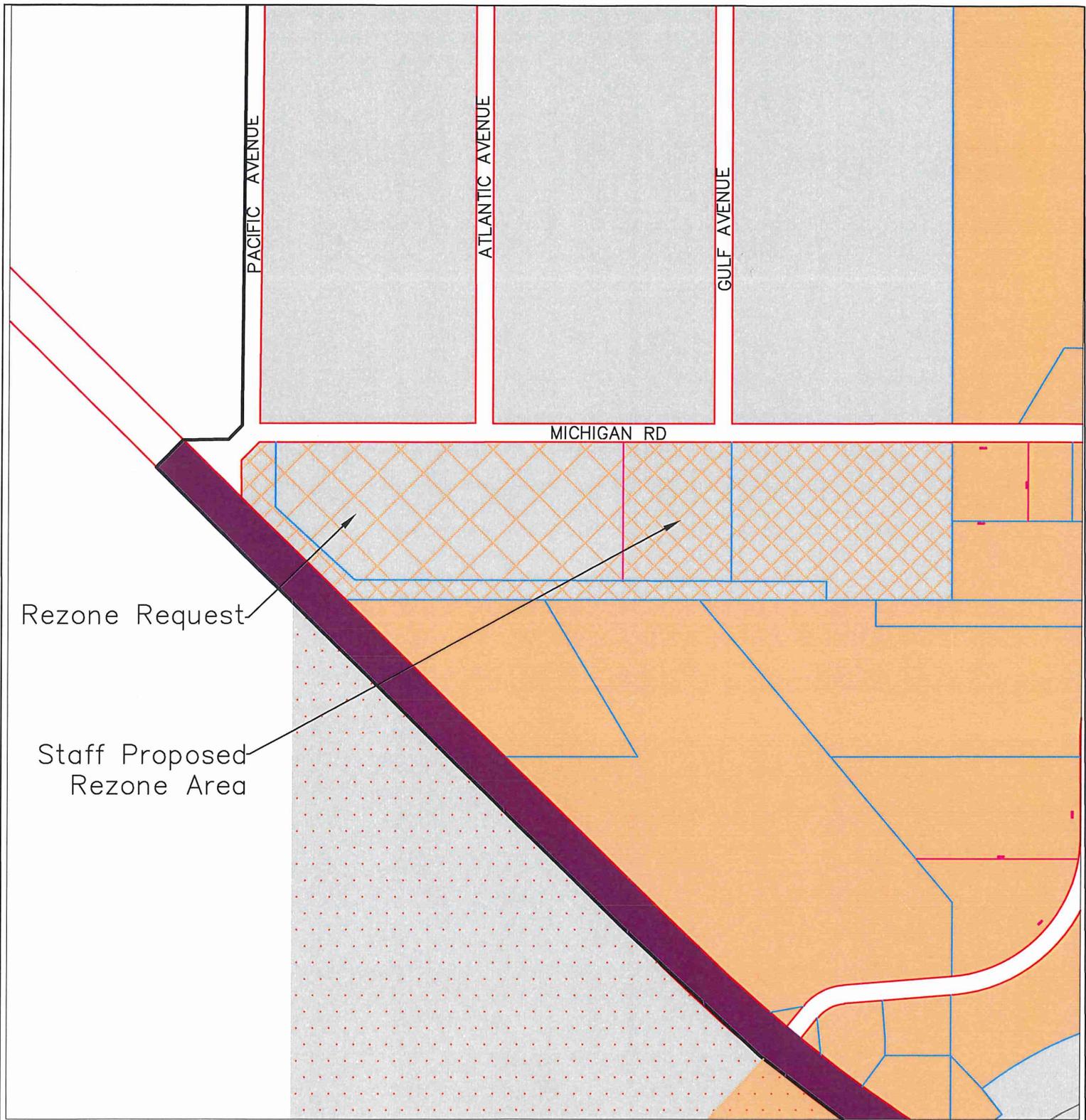
27-516-005-0 – Lot 5 Block 1, Marshall Square Addition – 1420 East College Drive

27-527-011-0 - .55 acres more or less pt Ely $\frac{1}{2}$ Lot 6 Block 2, McFarland Addition – 1424 East College Drive

27-529-006-0 – Lot 5 Block 6, ex 1,592 s.f., ex 67,136 s.f. and includes vacated Sherman Street, McFarland Third Addition & 27-529-006-1 – Parcel A-2 of survey map of March 1, 1991 by Moseng – 1001 North State Highway 23

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Ilya Gutman
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	INFO
Subject:	Request for Map Amendment (Rezone) MN State Amory Building Commission at 1103 Michigan Road
Background Information:	<p>This is a request by MN State Armory Building Commission to rezone their property 1103 Michigan Road from A Agricultural District to I-2 General Industrial District for potential development. City staff suggest that all adjacent lots located south of Michigan Road be also similarly rezoned for future development. The new Comprehensive Plan shows this entire area as industrial land use. The adjacent lots south of proposed rezoning are all zoned I-2 General Industrial District.</p> <p>Rezoning procedures are described in Section 86-30 Amendments https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV1GE_S86-30AM. Attached are an aerial photo, and rezoned area extent for your reference.</p> <p>At the May 10, 2023, Planning Commission meeting, a public hearing was held, and a motion was made by Doom, second by Pieper to recommend approval to City Council to rezone the property as recommended by staff. All voted in favor.</p>
Fiscal Impact:	Costs are to be billed to applicant.
Alternative/ Variations:	None recommended.
Recommendations:	that the Council introduce the attached ordinance to rezone property at 1103 Michigan Road from A Agricultural District to I-2 General Industrial District.



Rezone Request

Staff Proposed Rezone Area

A		AGRICULTURAL	R-4		HIGHER DENSITY - MULTIPLE FAMILY RESIDENCE	B-3		GENERAL BUSINESS
R-1		ONE FAMILY RESIDENCE	R-5		MANUFACTURED HOME PARK	B-4		SHOPPING CENTER BUSINESS
R-2		ONE TO FOUR FAMILY RESIDENCE	B-1		LIMITED BUSINESS	I-1		LIMITED INDUSTRIAL
R-3		LOW TO MEDIUM DENSITY - MULTIPLE FAMILY RESIDENCE	B-2		CENTRAL BUSINESS	I-2		GENERAL INDUSTRIAL

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MARSHALL, MINNESOTA
56258

ARMORY REZONE

MAY 10, 2023

EXISTING ZONING MAP W/ PROPOSED REZONE AREA FROM A TO I-2

RESOLUTION NO. 1159

**RESOLUTION RECOMMENDING APPROVAL OF A
REZONING REQUEST
WITHIN THE CITY OF MARSHALL, MINNESOTA**

WHEREAS, an application has been submitted by MN State Armory Building Commission, (“Applicant”) to the City Council requesting approval of a rezoning under the Zoning Code, Article 86-IV, Section 86-30, in the City of Marshall for the following location:

LOCATION: 1103 Michigan Road

LEGAL DESCRIPTION: Westerly 1,326 feet of Lot One (1), of Block Seven (7) in Commerce Industrial Park Second Addition to the City of Marshall, Lyon County, Minnesota.

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: A Rezoning from an A agricultural zoning district to an I-2 general industrial district of the property located at 1103 Michigan Road and legally described above, and

WHEREAS, staff presented the Planning Commission with information that the adjacent areas to the south are currently zoned I-2 general industrial district, and

WHEREAS, staff recommended that adjacent properties located at 1015 Michigan Road and 1101 Michigan Road be also rezoned from an A agricultural zoning district to an I-2 general industrial district, and

WHEREAS, staff presented the Planning Commission with information that the proposed rezoning meets the City’s current Comprehensive Plan, and

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on May 10, 2023, and

NOW THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Marshall that the City Council rezone the property requested by Applicant, in addition to the adjacent properties recommended by staff based on the following findings:

1. The proposed rezoning is consistent with the current Comprehensive Plan.
2. The proposed rezoning will further the City development.
3. The proposed rezoning is consistent with the surrounding area.

BE IT FURTHER RESOLVED that this resolution be communicated to the Marshall City Council.

The foregoing resolution, arising out of the motion offered by Doom and seconded by Pieper, was declared carried on the following vote:

Ayes: 5
Nays: 0
Passed: Yes

Cathy Lee
Chairperson, Planning Commission

Approval is contingent upon execution and return of this document to the City Planning Office. I have read and agree to the conditions of this resolution as outlined above.

William Widseth 5/10/23
Property Owner / Applicant Date
Widseth

ORDINANCE NUMBER 23-
ORDINANCE AMENDING CHAPTER 86
OF THE CITY CODE RELATING TO ZONING

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

Section 1. Chapter 86 of the City Code and the City of Marshall Zoning Map referred to in Section 86-72, are hereby further amended as follows, to- wit:

City of Marshall, County of Lyon, State of Minnesota
1103 Michigan Road
Westerly 1,326 feet of Lot 1, of Block 7 in Commerce Industrial Park Second
Addition
1101 Michigan Road
Lot 1, Block 7 excepting the Westerly 1,326 in Commerce Industrial Park
Second Addition.
1015 Michigan Road
Lot 2, Block 7 Commerce Industrial Park Second Addition

is hereby rezoned from A Agricultural to I-2 General Industrial District.

Section 2. Within thirty (30) days after official publication of the Ordinance, the Zoning Administrator of said City is directed to record on the City of Marshall Zoning Map, the changes in zoning resulting from the passage of this ordinance.

Section 3. Except as amended herein, said Chapter 86, as heretofore amended, shall remain in full force and effect.

Section 4. This Ordinance shall take effect from and after its passage and publication.

Passed and adopted by the Common Council this 13th day of June 2023.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

This Instrument Drafted by:
Jason R. Anderson, P.E.
Director of Public Works/City Engineer

Introduced on: May 23, 2023 _____

Final Passage on: June 13, 2023 _____

Published in the Official Newspaper : _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Set Public Hearing Date for MS4 Permit Program Summary of the 2022 Activities
Background Information:	<p>As per the requirements of the federally mandated MS4 Permit Program, a public hearing must be held regarding the program. The public hearing will include a review of the City’s MS4 program and a summary of the 2022 activities. The meeting will include an open forum for answering questions from the general public.</p> <p>Topics addressed by the MS4 program include the following:</p> <ul style="list-style-type: none"> - Storm Water Pollution Prevention Program - Public Education and Outreach on Storm Water Impacts - Public Participation/Involvement - Illicit Discharge Detection and Elimination - Construction Site Storm Water Runoff Control - Post Construction Storm Water Management for New Development & Redevelopment - Pollution Prevention/Good Housekeeping for Municipal Operations
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that City Council schedule a public hearing for June 28, 2023, regarding the MS4 Permit Program and a Summary of the 2022 Activities.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Raffle LG230 Permit for the American Legion
Background Information:	The American Legion will be holding a fundraiser event on June 8, 2023, at Red Baron Arena & Expo. 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 LG230 Exempt Permit.

LG230 Application to Conduct Off-Site Gambling

No Fee

ORGANIZATION INFORMATION

Organization Name: American Legion 113 License Number: 00748
 Address: 422 W Main St City: Marshall, MN Zip: 56258
 Chief Executive Officer (CEO) Name: Bruce Fuhrman Daytime Phone: 507-829-2116
 Gambling Manager Name: Diane Stangeland Daytime Phone: 507-530-1854

GAMBLING ACTIVITY

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

From 6/8/23 to 6/8/23

Check the type of games that will be conducted:

Raffle Pull-Tabs Bingo Tipboards Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Red Baron Event Center

Street address and City (or township): 1651 Victory Drive Marshall MN Zip: 56258 County: Lyon

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

Does your organization own the gambling premises?

Yes If yes, a lease is not required.
 No If no, the lease agreement below must be completed, and signed by the lessor.

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

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

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

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

Lessor's Signature: _____ Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

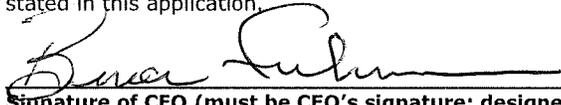
Acknowledgment by Local Unit of Government: Approval by Resolution

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

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

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

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


5-8-23

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

<p>Mail or fax to:</p> <p>Minnesota Gambling Control Board Suite 300 South 1711 West County Road B Roseville, MN 55113 Fax: 651-639-4032</p>	<p>No attachments required.</p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<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 your organization's 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.</p>	<p>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.</p> <p>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.</p>
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Presenter:	Preston Stensrud/Cassi Weiss
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Contract Between Southwest Sanitation and the Red Baron Arena & Expo
Background Information:	Southwest Sanitation will be providing the Red Baron Arena & Expo solid waste removal services at a reduced rate in exchange for marketing signage in the arena and at the Regional Sports Complex.
Fiscal Impact:	Not to exceed \$9,728.27/per and sponsorship space
Alternative/ Variations:	
Recommendations:	To approve the contract agreement with Southwest Sanitation.

THIS AGREEMENT made and entered into this 1st day of January 2023, by and between the City of Marshall, a Minnesota municipal corporation, ("City") and Southwest Sanitation, Inc. a Minnesota corporation, ("Contractor:"), collectively known as "Parties".

RECITALS

WHEREAS, the Parties have had a contractual relationship to date in which Contractor has provided refuse and recycling disposal services at the Red Baron Arena and Expo; and

WHEREAS, the Parties desire to continue these services pursuant to this Agreement.

NOW THEREFORE, it is hereby agreed by and between the City and Contractor as follows:

1. Scope of Services. The Contractor, for and in consideration of the payment of the monthly payments herein specified, and by the City to be made, hereby covenants, and agrees to furnish all equipment and labor necessary to pick up and remove Municipal Solid Waste (MSW) and single sort recyclables for the Red Baron Arena & Expo, located at 1651 Victory Drive, Marshall, MN 56258. These services specifically include:

- (1)3 Cubic Yard Rear-load container for MSW and emptied 3 times per week; and
- (1)3 Cubic yard Rear-load container for single sort recyclables and emptied 2 times per week.

2. Term of Contract. Contractor shall provide the services under this Agreement for the period of time from January 1, 2023, through July 31, 2026.

3. Fee. The Contractor agrees to provide the same services at the same price Contractor provided to City in 2016 for the length of this contract. The annual fee for providing the services herein will not to exceed \$9,728.27, including fees and taxes. Contractor will provide monthly billings to City in an amount that equal to 1/12 of the annual amount of \$9,728.27, with the last month of the annual billing to be in an amount that equals the difference between \$9,728.27 and the sum of the cumulative monthly billings to date. The fee for monthly prices assume pick up of each container "as needed". The City may request additional units or services during the term of the contract at any of the above or similar locations and the Contractor shall be paid for such additional services at the same rate as for similar type containers at the same or similar locations. If City makes such a request for additional services of this nature, Contractor shall provide City with an estimate of the additional fee based on the rate agreed upon herein.

4. Responsibilities of Contractor.

4.a. On call status. Contractor is "on-call," and additional pick-ups may be required on a monthly basis. Any additional pick-ups will be included in the price quoted above. Weekly service shall not include construction debris.

4.b. Independent Contract. Parties agree that no employment relationship is created from this Agreement and Contractor agrees to pay all laborers employed by Contractor in the performance of this contract, including providing worker's compensation as provided by state law. The City and Contractor expressly agree that Contractor is independent and not an employee, agent, or joint venture with the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes.

4. c. Anti-discrimination. Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, the Contractor, shall not by reason of race, creed, or color, discriminate against any person or persons who are citizens of the United States and who are qualified. That Contractor shall not in any manner discriminate against or intimidate or prevent the employment of any such person or persons or on being hired, prevent, or conspire to prevent, any such person or persons from the performance of work under this contract on account of race, creed or color, religion, sex, or national origin. That any violation of this paragraph shall be a misdemeanor, and that this contract may be cancelled or terminated by the City and all money due, or to become due hereunder, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

4.d. Disposal. Municipal Solid Waste removed by the Contractor shall be disposed in the Lyon County landfill and in accordance with the Lyon County solid waste plan and Lyon County ordinances. Single Stream Recycling to be removed by the Contractor and transported to licensed Processing Facilities of its choosing.

5. Indemnification. The Contractor agrees to hold City harmless from all damages and claims for damages that may arise by reason of any negligence or violation of the law on the part of said Contractor, his agents, or employees, while engaged in the performance of this contract and that said contract will take all precautions necessary to protect the public against injury. The Contractor agrees to indemnify and hold harmless said City from and against any and all claims, suits and actions occasioned by or arising from this contract.

6. Insurance. The Contractor shall provide to the City an insurance certificate, issued by an insurance company of good standing and authorized to do business in Minnesota, evidencing the following policies and limits of liability: Commercial General Liability, Automobile Liability, and Worker's Compensation. Prior to the effective date of the Agreement, the Contractor will furnish the City with Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements. The City must be named as an additional insured on the Commercial General Liability Certificate of Insurance. Any policy obtained and maintained under this section shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' notice thereof to the City.

7. Right to First Negotiation. Unless Contractor breaches or terminates this contract within the first two years, the contractor shall have the right of first negotiation on a three (3) year renewal unless otherwise required to be competitively bid under state law. Parties agree to begin negotiations with the contractor pursuant to this clause one hundred eighty (180) days prior to the expiration of the contract.

8. Responsibilities of City. As further consideration under this Agreement, the City agrees to the following:

8.a. Signage. City agrees that Contractor can place the following signage in the following locations in the Red Baron Arena & Expo and subject to City's signage requirements for similar signage in those locations:

- Install marketing mural behind the away team bench on the Action Arena, measuring 12ft by 4ft.
- Place one dasher board sign on Lockwood Arena in compliance with signage regulations for that area.
- Place one sign on each championship field at the Schwan's Regional Sports Complex, in compliance with signage regulations for that area.

9. General Provisions

9.a. Assignment. Neither the Agreement nor any claims, rights, duties, or obligations under this Agreement may be delegated or assigned by the Contractor at any time. Any assignment of the rights, duties, claims or obligations under the Agreement, or any claims between the parties to this Agreement arising from the Agreement, shall be null and void.

9.b. Termination. The City may terminate this Agreement automatically on the occurrence of any of the following events: failure of Contractor to perform work described in a timely fashion; Contractor's bankruptcy or insolvency; or the sale or merger of Contractor's business and/or change in majority ownership. Additionally, this Agreement may be terminated by mutual agreement by either party upon thirty (30) days written notice without cause. All provisions of this Agreement allocating responsibility or liability between the City and Contractor shall survive the completion of the services hereunder and/or termination of this Agreement.

9.c. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

9.d. Governing Law. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. All legal proceedings shall be venued in Lyon County.

9.e. Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the content of such sections.

9.f. Audit. Pursuant to Minn. Stat. 16C.05, Subd. 5, the City agrees that the City or the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and involved transactions relating to this Agreement. The City agrees to maintain these records for a period of six years from the date of termination of this Agreement.

9.g. Data Practices. All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by Minn. Stat. 13.01, or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

9.h. Attorneys Fee and Costs. If any legal action is commenced by any party to enforce any provision of this Agreement, the losing party will pay to the prevailing party all actual expenses, including reasonable costs and attorneys' fees, incurred by the prevailing party. The prevailing party is the party who receives substantially the relief sought, whether by judgment, summary judgment, dismissal, settlement or otherwise.

9.i. Force Majeure. In the event that either party is delayed or hindered in or prevented from the performance required under this Agreement by a force majeure event such as strikes, lockouts, labor troubles, diseases, pandemics, public health emergencies, acts of war, terrorism, fire, floods, weather, or other acts of God, neither party will be responsible to the other for a failure to perform under this Agreement and shall be excused for the period of time equivalent to the delay caused by such permitted delay, so long as the party affected diligently pursues performance as soon as reasonably possible with due diligence.

9.j. Modifications. Each party agrees that any modification of this Agreement will be effective only if it is in writing signed by both parties.

9.k. Notices. Any notices given under this Agreement by either party to the other shall be by email or in writing and may be affected by email verification, by personal delivery with signed receipt, or by registered or certified mail with postage prepaid and return receipt requested. Notice delivered through email, personally, or by mail will be deemed communicated as of the date of actual receipt. Mailed notices shall be addressed to and sent to the address below:

City of Marshall

Address: _____

Southwest Sanitation

Address: 110 N 11th St
Marshall MN 56258

9.l. Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement, which cancels, supersedes, and revokes all prior negotiations, representation and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation any prior agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made, orally or otherwise, by any party, or by anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the day and year first above written.

Contractor: Southwest Sanitation INC.

By: 
Scott Ritter; Owner

City of Marshall, Minnesota

By: _____
Bob Byrnes; Mayor

ATTEST:

By: _____
Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of the Red Baron Arena & Expo Sponsorship Agreement with SMSU
Background Information:	SMSU wishes to be a sponsor for the Red Baron Arena & Expo that will have advertisement signage at the arena and the Amateur Sports Complex. The sponsorship will be in effect until December 31, 2025.
	\$4,300/yr for three years.
Alternative/ Variations:	
Recommendations:	To Approve the Sponsorship Agreement with SMSU

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “Agreement”) is entered into as of January 1, 2023 (the “Effective Date”) by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the “City”), and Southwest Minnesota State University, (the “Sponsor,” and together with the City, the “Parties”).

RECITALS

WHEREAS, the City is engaged in the management and the operation of the arena and expo center, known as the Red Baron™ Arena & Expo, and four softball/youth baseball fields yet to be named, hereafter referred to as the “Property,” located in Marshall, MN;

WHEREAS, the Sponsor wishes to be a sponsor of the Property by providing financial support in exchange for certain rights to be granted in connection with the Property and agrees to do so under the terms and conditions of this Agreement;

WHEREAS, the City wishes to grant the Sponsor certain rights in connection with the Sponsorship on the terms and conditions set forth below; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. GRANT OF RIGHTS.

As consideration for the Sponsorship Rights, as such term is defined in Exhibit A, the City hereby grants the Sponsor the rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property and agrees to perform all of the City’s obligations hereunder.

2. SPONSORSHIP FEE.

The total Sponsorship Fee, as such term is defined in Exhibit A, for the Sponsorship Rights and the schedule of payments of the Sponsorship Fee shall be as set forth in Exhibit A hereto.

3. TERM.

This Agreement is effective as of the Effective Date and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4(B) of this Agreement, until December 31, 2025, (the “Term”).

4. SPONSORSHIP RENEWAL AND TERMINATION.

(A) SPONSORSHIP RENEWAL.

The Sponsor shall have the right of first negotiation to negotiate a two (2) year renewal of the Sponsorship Rights at completion of the Term. The City shall negotiate exclusively

with the Sponsor for a period of one hundred eighty (180) days prior to the expiration of the Term with respect to the terms and conditions of the Sponsorship Rights for the next offering from the City.

(B) **TERMINATION.**

This Agreement may be terminated:

- (i.) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within ninety (90) days of receipt of written notice thereof.
- (ii.) By either Party, for failure to comply with Section 7 of this Agreement by the other Party, if the other Party's failure to comply is not cured within ninety (90) days of receipt of written notice thereof.
- (iii.) By either Party at any time and on provision of written notice, if any of the other Party's representations and warranties under this Agreement prove to be inaccurate in any material respects.
- (iv.) By either Party at any time and without prior notice, if the other Party is convicted of any crime or offense or is guilty of serious misconduct in connection with performance under this Agreement.
- (v.) By Minnesota State if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City within a reasonable time of Minnesota State receiving notice that sufficient funding is not available. Minnesota State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. Minnesota State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

5. RESPONSIBILITIES.

(A) Of the City. The City agrees to do each of the following:

- (i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.
- (ii) Organize, produce, and supervise events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully trained, skilled, competent, and experienced personnel.

- (iii) Make all arrangements for the use of the venue, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.
- (iv) Deliver the Property Trademarks (as defined in Section 7(B) below) to the Sponsor within one hundred eighty (180) days of the Effective Date.
- (v) Provide adequate professional security for the Events and take reasonable steps to ensure the safety of all workers, volunteers, and persons attending the Events.
- (vi) Use best efforts to obtain appropriate media coverage of the Property.
- (vii) Use best efforts to promote the Property and maximize attendance.

(B) Of the Sponsor. The Sponsor agrees to do each of the following:

- (i) Provide all assistance and cooperation to the City that is necessary in connection with the Sponsor's Sponsorship Rights of the Property.
- (ii) Deliver the Sponsor Trademarks (as defined in Section 7(A) below) to the City within ninety (90) days of the Effective Date.

6. PARTIES' REPRESENTATIONS AND WARRANTIES.

(A) The Parties each represent and warrant as follows:

- (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
- (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(B) The City hereby represents and warrants as follows:

- (i) The Property shall be operated in accordance with ~~and shall not violate~~ any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.
- (ii) The City shall notify the Sponsor of any changes that would materially change the deliverable elements at least ninety (90) days before implementing such changes.
- (iii) The obligations required by this Agreement shall be performed by the City or the City's staff, and the Sponsor shall not be required to hire, supervise, or pay any assistants to help the City perform such obligations.

(C) The Sponsor hereby represents and warrants as follows:

- (i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.
- (ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

7. TRADEMARKS.

(A) Sponsor Trademarks.

- (i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a “Sponsor Trademark” and collectively, the “Sponsor Trademarks”) only in connection with the promotion and advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term. The City agrees to obtain the consent of the Sponsor before each use, display, and reproduction of the Sponsor Trademarks.
- (ii) Ownership. All Sponsor Trademarks provided, leased, or licensed to the City in connection with the Property are the Sponsor’s sole property, and the City has no ownership or other intellectual property rights in or to such items.
- (iii) No Infringement. The Sponsor represents and warrants the City and unconditionally guarantees that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use each of these elements.

(B) Property Trademarks.

- (i) License. The City hereby grants the Sponsor a non-exclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a “Property Trademark” and collectively, the “Property Trademarks”) only in connection with the promotion and advertisement of the Sponsor’s products and services during the Term and any Renewal Term. The Sponsor agrees to obtain the consent of the City before each use, display, and reproduction of the Property Trademarks.
- (ii) Ownership. All Property Trademarks provided, leased, or licensed to the Sponsor in connection with Events are the City’s sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items.
- (iii) No Infringement. The City represents and warrants to the Sponsor and unconditionally guarantees that all of the Property Trademarks are owned by the City or that the City has permission from the rightful owner to use each of these elements.

8. EVENT MERCHANDISE.

Sponsor-Created Merchandise. During the Term and any Renewal Term and subject to the approval of the City, which shall not be unreasonably withheld, the Sponsor shall have the right to create, manufacture or cause to be manufactured, and sell or give away merchandise associated with the Property and containing the Sponsor's Trademarks in connection with the promotion of the Sponsor's products and services. All merchandise caused to be manufactured for sale or to be given away by the Sponsor in association with the Property shall be of high quality, free from product defects, merchantable, and suitable for its intended purpose.

9. INDEMNIFICATION.

Of Sponsor by City. The University's liability shall be subject to the limitations and provisions of the Minnesota Tort Claims Act and other applicable law.

The City shall indemnify and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City's breach of any of its obligations, agreements, or duties under this Agreement, or (iii) the City, including, but not limited to Claims for bodily injury, death, or property loss, but only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.

Of City by Sponsor. The City's liability shall be subject to the limitations and provisions of the Minnesota Tort Claims Act and other applicable law. Subject to limits applicable under Minnesota law, the Sponsor shall indemnify and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise or result primarily from (i) any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or (ii) the Sponsor's breach of any of its obligations, agreements, or duties under this Agreement or (iii) the Sponsor, t, including, but not limited to Claims for bodily injury, death, or property loss, but only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the Sponsor and/or the Sponsor's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.

10. INSURANCE.

Each Party shall maintain, at its own expense, insurance coverage required in the reasonable amounts and types for each party's operations.

11. FORCE MAJUERE

Either party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders or any other force majeure event.

12. NATURE OF RELATIONSHIP.

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

13. AMENDMENTS.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

14. ASSIGNMENT.

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor may assign this Agreement to a purchaser of all or substantially all of the Sponsor’s assets, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the operational and management duties of the Property to a third-party provider, subject to the terms and conditions of this Sponsorship Agreement.

15. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

16. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

17. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail

(registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Sponsor:

Southwest Minnesota State University
Attn: Bill Mulso, Vice President for Government Relations, Communications & Marketing
1501 State St.
Marshall, MN 56258

If to the City:

City of Marshall
ATTN: Sharon Hanson, City Administrator
344 W. Main St.
Marshall, MN 56258

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Minnesota.

19. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

21. DATA PRACTICES.

All data collected, created, received, maintained, disseminated, or used for any purposes in the course of this Agreement is governed by Chapter 13 of Minnesota Statutes, or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy.

22. AUDIT

Each party's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication,

transcription and audit by the other party, the Legislative Auditor or State Auditor under Minn. Stat. § 16C.05, subd. 5. Following termination of this Agreement, the parties must keep these records for at least six years or longer if any audit -in -progress needs a longer retention time.

23. ANTI-DISCRIMINATION

The provisions of Minnesota Statutes Section 181.59 and of any applicable ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set further herein and shall be part of any Agreement entered into by the parties with any contractor subcontractor, or material suppliers.

24. ENTIRE AGREEMENT.

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

25. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SPONSOR

SOUTHWEST MINNESOTA STATE UNIVERSITY

By: _____

Name: Bill Mulso

Title: Vice President for Government Relations,
Communications & Marketing

CITY

CITY OF MARSHALL

By: _____

Name: Robert J. Byrnes

Title: Mayor

ATTEST:

By: _____

Name: Steven Johnson

Title: City Clerk

EXHIBIT A
SPONSORSHIP RIGHTS, FEE, REBATE OF FEE, AND INSURANCE

1. SPONSORSHIP RIGHTS.

In exchange for the Sponsorship Fee, as defined in Section 2 below, the Sponsor will receive the following rights in connection with the Property (collectively, the “Sponsorship Rights”):

(A) Signage and branding. The Sponsor will receive the right to:

- 1) Videoboard Sponsorship. The 13’ 8” x 25’ videoboard located in the main arena will feature video spots at City controlled events. Ten and thirty-second advertisement will be included for sponsor.
- 2) Brand/Company Signage to be placed as follows: The Sponsor logo shall be allowed in two spaces on a “Sports Mural/Quality of Life” to be located in the designated walk-up areas on the first and second level of the main arena. Sponsor is responsible for development and placement of designs, material and installation. The sponsor will also assist in designing a quality of life mural to be located on the landing of the main staircase city is responsible for printing material and installation.
- 3) Digital Media. Sponsor logo will be included in all digital/social media controlled by the City (arena website, social media campaigns, etc.)
- 4) In-Ice Logo. Sponsor shall receive one in-ice logo in the main arena. Logo is to be provided by Sponsor. All costs for the development and placement of the in-ice logo have been included in the sponsorship cost. (\$800 annually for paint cost) If the sponsor’s logo changes, the sponsor is responsible for new logo implementation.
- 5) Fence Sign Logo. The Sponsor’s logo is to be placed on the second championship field fence, at a location to be agreed upon by the parties.
- 6) Dasher Board. Sponsor shall receive one dasher board sign in the Action arena and one dasher board sign in Lockwood Arena.

As a sponsor, ads will be weighted to run with all other sponsors under the Sponsorship level. Sponsor is responsible for providing production and traffic instructions for the ads.

(B) Event Rights. The Sponsor will receive the right to:

- 1) Exclusive use of the Red Baron Arena & Expo two times per calendar year for each year of the sponsorship agreement. Operational expenses, food costs, promotional giveaways and any facility remodeling costs associated with the exclusive sponsor use are the responsibility of the Sponsor.
- 2) Exclusive use of the facility club room two times per calendar year. Operational expenses, food costs, promotional giveaways and any facility

remodeling costs associated with the exclusive sponsor use are the responsibility of the Sponsor.

(C) Media Rights. The Sponsor will receive the right to:

As Sponsor, Sponsor will receive logo/marks inclusion in all media campaigns associated with events controlled by the City as follows:

Package Value:

In-Ice Logo	\$2,000
2 nd Championship Field Fence Signage	\$1,500
Wall Designs	\$3,000
Dasher Boards – Signage Sponsorship	\$2,000
Facility Use	\$2,100
Club Room Use	\$ 900
Name and Logo Rights	\$1,000
In-house Videoboard Advertising	\$1,500
Total Advertising Package Value (Annual)	\$14,000

2. SPONSORSHIP FEE.

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to pay the City Twelve Thousand Nine Hundred (\$12,900) (the “Sponsorship Fee”) as follows:

Annual payments as follows:

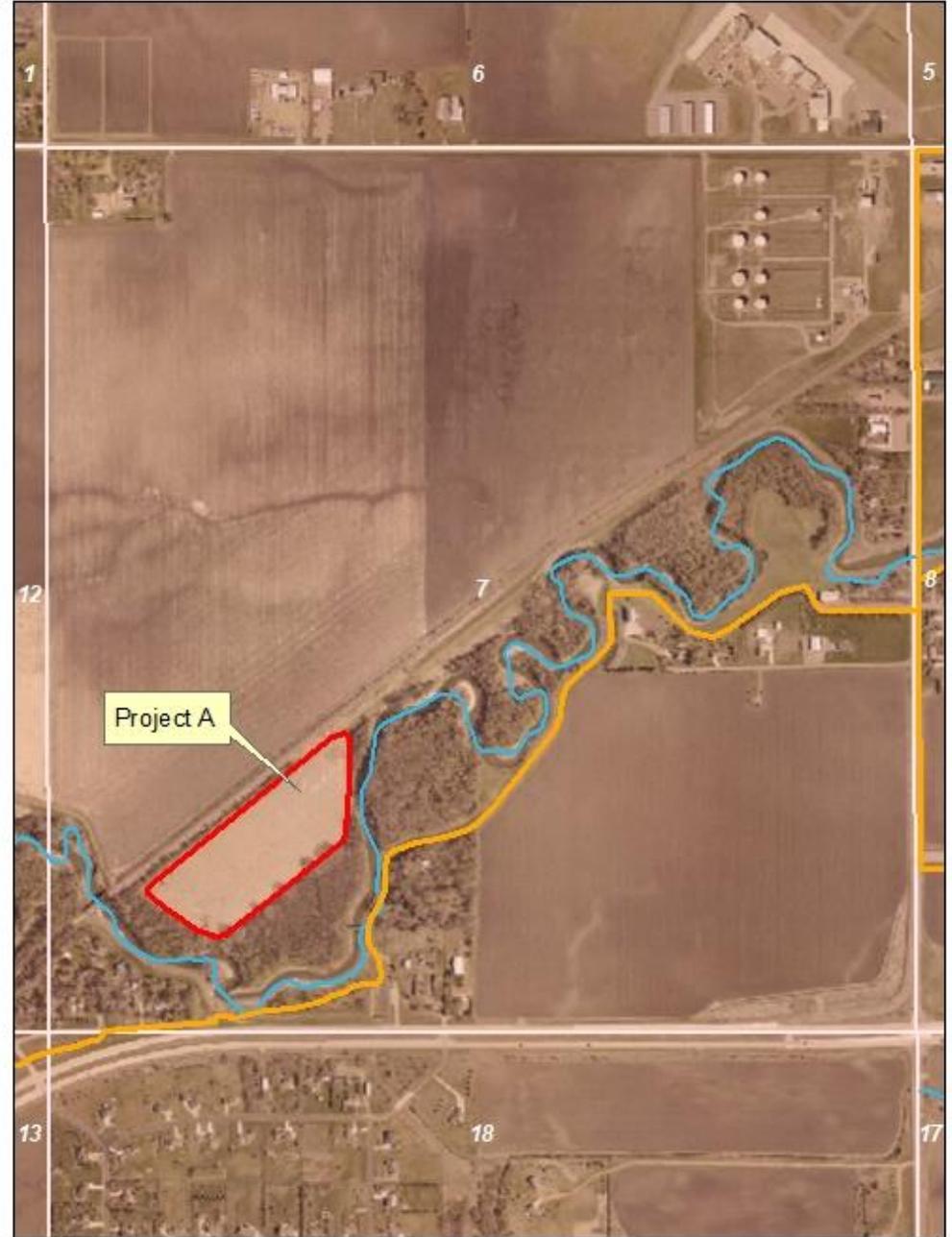
December 31, 2023,	\$4,300
December 31, 2024,	\$4,300
December 31, 2025,	\$4,300

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Amanda Beckler
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Acceptance of funding from SWCD for pollinator program.
Background Information:	<p>City Council approved and adopted the resolution calling for the increase and improvement of pollinator habitat at the September 27, 2022, City Council meeting.</p> <p>The SWCD has partnered with the City of Marshall and will be the grant holder for a pollinator project through BWSR’s HELP Program. The total awarded amount of \$28,725 will cover site prep, seeding, and a multi-year maintenance plan for two targeted locations. Project A is a riparian site along the Redwood River (behind Wayside Rest) which will be an enhancement project on 15.1 acres. Project B is along the bike trail north of SMSU which will be a full establishment site on 2.5 acres. This project will result in 17.6 acres of diverse habitat with vegetation that will attract at-risk pollinator species by increasing the quality and quantity of their resources.</p> <p>The City will incur expenses and will receive full reimbursement quarterly from SWCD through the BWSR’s HELP Program.</p>
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Authorize the initial payment of expenses for the pollinator project to be reimbursed quarterly by the SWCD for the BWSR’s HELP Program grant.



HELP Grant Application Map



Item 15.

 Pollinator Priority Area 3

 Proposed Project Sites

 Redwood River

 Camden Regional Trail (Bike Trail)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sharon Hanson
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Resolution approving the Petition and Waiver Agreement with Knochenmus Enterprises as Exhibit B to the Lease with Knochenmus Enterprises and delegating authority for final resolution and execution of the agreement
Background Information:	<p>Council approved a lease for a downtown parking lot for public use at the May 9th meeting.</p> <p>The resolution included would approve the Petition and Waiver Agreement as Exhibit B to that lease agreement and would delegate authority to finalize and execute the Petition and Waiver Agreement.</p> <p>City staff have met with and discussed the agreement with representatives of Knochenmus Enterprises.</p>
Fiscal Impact:	<p>The improvement project would be 100% assessed to the owner with the special assessments paid back over eight years and bearing interest at a rate of two points over the bond rate. The assessment period and interest rate are consistent with existing special assessments and the fee schedule, respectively.</p> <p>A portion of the 2023 abatement bonds issued were for this parking lot project.</p>
Alternative/ Variations:	
Recommendations:	Recommend approval of the resolution presented to approve the Petition and Waiver Agreement and delegate authority for final resolution and execution of the agreement

PETITION AND WAIVER AGREEMENT

This Petition and Waiver Agreement (the “Agreement”) made this ___ day of _____, 2023, by and between the City of Marshall, a Minnesota municipal corporation (the “City”), and Knochenmus Enterprises, LLP, a Minnesota limited liability partnership (the “Owner”).

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property (the “Subject Property”) located in the City, the legal description of which is set forth on **Exhibit A**, attached hereto and hereby made a part hereof; and

WHEREAS, the Owner desires to have improvements constructed to serve the Subject Property generally described as repaving of the parking lot on the Subject Property and as more specifically described in **Exhibit B**, attached hereto and hereby made a part hereof (hereinafter referred to as the “Improvement Project”); and

WHEREAS, the Owner wishes for the City to construct the Improvement Project without notice of hearing or hearing on the Improvement Project, and without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy an amount not to exceed the estimated amount of \$300,000 as the cost of the Improvement Project against the Subject Property, attached hereto and hereby made a part hereof; and

WHEREAS, the City is willing to construct the Improvement Project in accordance with the request of the Owner and without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have valid and collectable special assessments as they relate to the Subject Property to finance the costs of the Improvement Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit, of the Owner.

NOW, THEREFORE, ON THE BASIS OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER PROVIDED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Owner hereby petitions the City for construction of the Improvement Project.
2. The Owner represents and warrants that the Owner is the sole owner of the Subject Property, that the Owner has full legal power and authority to encumber the Subject Property as herein provided, and that as of the date hereof, the Owner has fee simple absolute title in the Subject Property, which is not subject to any liens, interests or encumbrances.
3. The Owner requests that one hundred percent (100%) of the cost of the Improvement Project, including project administration and engineering fees as typically assessed in accordance with City Special Assessment Policy, be assessed against the Subject Property.
4. The Owner waives notice of hearing and hearing pursuant to Minnesota Statutes Section 429.031, on the Improvement Project and notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minnesota Statutes Section 429.061, and specifically requests that the Improvement Project be constructed and special assessments levied against the Subject Property therefor without hearings.
5. The Owner waives the right to appeal the levy of the special assessments in accordance with this Agreement pursuant to Minnesota Statutes Section 429.081, or reapportionment thereof upon land division pursuant to Minnesota Statutes Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such special assessments against the Subject Property or reapportionment that:
 - a. Any requirements of Minnesota Statutes Chapter 429 or any other law or regulation relating to the special assessments with which the City does not comply are hereby waived by the Owner;
 - b. The increase in fair market value of the Subject Property resulting from construction of the Improvement Project will be at least equal to the amount specified in paragraph 3, and that such increase in fair market value is a special benefit to the Subject Property that the Owner does not contest; and
 - c. Assessment of the amount specified in paragraph 3 against the Subject Property is reasonable, fair, and equitable.
6. Special assessments for the Improvement Project will be levied on the Subject Property, payable over eight (8) years, bearing interest at a rate of two (2) points over the bond rate for bonds issued by the City for the Improvement Project.
7. The Owner represents and warrants that the Subject Property is not and will not be so classified for tax purposes as to result in deferral of the obligation to pay special assessments; and Owner agrees that the Owner will take no action to secure such tax status for the Subject Property during the term of this Agreement.

8. The covenants, waivers, and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Subject Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form that is recordable among the land records of Lyon County, Minnesota. In the event the Owner conveys all or a portion of the Subject Property, the parties agree to file a copy of this Agreement or amendment hereto in the land records of Lyon County, Minnesota prior to such conveyance, along with any apportionment between the subsequent owners of the Subject Property or any portion thereof; and they agree to make any changes to this Agreement that may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property.

9. This Agreement shall terminate upon the final payment of all special assessments levied against the Subject Property regarding the Improvement Project, and the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

CITY OF MARSHALL

By: _____
Robert J. Byrnes

Its: Mayor

By: _____
Steven Anderson

Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Robert J. Byrnes and Steven Anderson, the Mayor and City Clerk, respectively, of the City of Marshall, Minnesota, a municipal corporation under the laws of the State of Minnesota, on behalf of the City.

Notary Public

EXHIBIT A

Legal Description of the Property

Lot 2, Block 1, Schwan's Corp I Addition, according to the recorded plat thereof, County of Lyon,
State of Minnesota.

EXHIBIT B

Description of the Improvement Project

The repaving project shall consist of the following:

The installation of a new 6" concrete pavement surface over the existing, in-place, aggregate base section. To accommodate the new pavement surface, the existing bituminous pavement surface will be removed and the spot-removal of existing curb and gutter will be completed as needed to ensure positive drainage. The existing curb and gutter and drainage structures will remain in-place to the maximum extent practicable. Additional aggregate base may be added to the in-place aggregate base section as needed to ensure proper grade on the new parking lot surface. Additional curb and gutter and concrete sidewalk replacement may be completed on the southeast side of the parking lot area to provide better definition between the parking and walking areas, and to promote positive drainage.

CITY MARSHALL, MINNESOTA

RESOLUTION NO. _____

Resolution Approving the Petition and Waiver Agreement with Knochenmus Enterprises as Exhibit B to the Lease with Knochenmus Enterprises and Delegating Authority for Final Resolution and Execution of the Agreement

WHEREAS, the City of Marshall on May 9, 2023 approved the lease for the property legally described as Lot 2, Block 1, Schwan’s Corp I Addition to the City of Marshall, Lyon County, Minnesota and commonly referred to as the Ralco parking lot (“the Property”); and

WHEREAS, the Owner of the property has petitioned the City to have improvements constructed to serve the Property, with said improvements being generally described as the repaving of the parking lot; and

WHEREAS, the Owner represents and warrants that the Owner is the sole owner of the Property, has full legal power and authority to encumber the Property, and has fee simple absolute title in the Property, which is not subject to any liens, interests or encumbrances; and

WHEREAS, the Owner, desires to enter into a Petition and Waiver Agreement, which waives the notice of hearing and hearing pursuant to Minnesota Statutes Section 429.031, on the Improvement Project and notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minnesota Statutes Section 429.061, and specifically requests that the Improvement Project be constructed and special assessments be levied against the Subject Property therefor without hear; and

WHEREAS, the Owner, as part of the Petition Agreement, further desires to waive the right to appeal the levy of the special assessments, or reapportionment thereof upon land division, or otherwise, and further specifically has agreed with respect to such special assessments against the Subject Property or reapportionment that:

- a. Any requirements of Minnesota Statutes Chapter 429 or any other law or regulation relating to the special assessments with which the City does not comply are hereby waived by the Owner;
- b. The increase in fair market value of the Subject Property resulting from construction of the Improvement Project will be at least equal to the amount specified in paragraph 3, and that such increase in fair market value is a special benefit to the Subject Property that the Owner does not contest; and
- c. Assessment of the amount against the Subject Property is reasonable, fair, and equitable.

WHEREAS, the Petition and Waiver agreement has some non-essential terms being negotiated between the Owner and the City; and

NOW, THEREFORE BE IT RESOLVED, that the Petition and Waiver Agreement is accepted; and

ALSO, BE IT RESOLVED, that the City Administrator or her delegee is authorized to finalize this Agreement, and any amendments thereto reflecting a mutually agreed upon increase in assessment, and that the Mayor is hereby authorized and directed to execute this Agreement, and any Amendment thereto reflecting a mutually agreed upon increase in assessment, as attested by the clerk.

Approved by the City Council of the City of Marshall, Minnesota this 23rd day of May, 2023.

City of Marshall, Minnesota

Robert J. Byrnes, Mayor

ATTEST:

Steven Anderson, City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of Memorandums of Agreement between the City and the Unions approving Juneteenth as a holiday effective in 2023
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. Previously, this law was effective on August 1, 2023; however, the Legislature recently adopted a provision to amend the effective date of the new law, which will now recognize Juneteenth effective June 19, 2023.</p> <p>To comply with the law, Staff recommend approval of the Memorandums of Agreement with the unions, approving Juneteenth as a holiday effective in 2023.</p>
Fiscal Impact:	
Alternative/Variations:	None. Failure to approve results in non-compliance with Minnesota law.
Recommendations:	That the Council approve the Memorandums of Agreement approving Juneteenth as a holiday effective June 19, 2023, consistent with Minnesota law.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sheila Dubs
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of an amendment to the Personnel Policies adding Juneteenth as a Holiday effective in 2023
Background Information:	<p>In February, the Council approved an amendment to the Personnel Policy manual, adding Juneteenth (June 19th) to the holiday schedule effective in 2024. Recently, the Legislature adopted a provision to amend the effective date of the new law, and is expected to be signed by the Governor, making the law effective in 2023.</p> <p>Juneteenth commemorates the end of slavery in the United States. To comply with the law, Staff recommend a Personnel Policy amendment in accordance with MN Statute section 645.44 subd. 5, amending the effective date of the policy to 05/23/2023. If approved by the City Council, staff would proceed with updating the cover page (date of revision) and table of contents (date of revision).</p>
Fiscal Impact:	
Alternative/ Variations:	None. Failure to approve this amendment results in non-compliance with State law.
Recommendations:	That the Council approve the amendment to the Personnel Policy manual adding Juneteenth as a Holiday effective in 2023.

Proposed Personnel Policy Amendment

6.3 HOLIDAYS

The following legal holidays are observed as paid holidays for all eligible employees:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

In addition to the above specified legal holidays, eligible employees are provided one (1) paid floating holidays (8 hours). Floating holidays must be approved by the appropriate supervisor, and should be requested by the employee at least one (1) week in advance of the day requested off. Floating holidays may not be carried into the next fiscal year. Floating holidays are earned on a pro-rated basis over the following 12 months; therefore, if an employee leaves City employment prior to the time the floating holiday has been earned, the final pay check will be adjusted accordingly.

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter. For purposes of calculating the specified holidays and floating holiday, each holiday is calculated in terms of eight (8) hours for a total of 80 hours of legal holidays and 8 hours of floating holidays.

When a specified holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for City operations/facilities that are closed on holidays.

Full-time employees will receive payment for the holiday regardless of whether the holiday is worked. The holiday hours may not be taken/accrued as compensatory time off. For employees on shift schedules, when a holiday falls on an employee's regularly scheduled day off, the employee will be entitled to eight (8) hours of holiday pay at the employee's regular hourly rate of pay. When an employee's services are required for an emergency or an essential public service on a holiday, the employee will be entitled to pay at 1.5 times the regular rate for each hour worked, plus eight (8) hours regular rate holiday pay.

An employee on an unpaid leave of absence is not eligible for holiday pay.

Non-essential City operations will close at 12:00PM (noon) on Christmas Eve day. Employees have the option to continue working or utilize paid leave accruals (except sick leave unless utilized in accordance with the policy) for the approved leave time.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, May 23, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS

5/23/2023

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMNTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE		
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	3,039,722.04	2,661,221.96	66,794.00	11,822.00	-	100.00%		
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72	27,473.66	1,169,483.38			1,111,479.74	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			495,278.67	-	(0.00)	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			616,643.10	32,454.90	3,196,399.31	16.88%		
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%		
AP-007	480-43400-55170		Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00			51,540.63		23,459.37	68.72%		
								<u>13,615,786.04</u>	<u>791,861.98</u>	<u>14,407,648.02</u>	<u>3,039,722.04</u>	<u>2,661,221.96</u>	<u>616,643.10</u>	<u>55,503.97</u>	<u>6,309,463.91</u>



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 05/12/2023 - 05/23/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
4549	A & B BUSINESS, INC	05/12/2023	EFT	0.00	2,421.15	12981
6128	ACTION COMPANY LLC	05/12/2023	EFT	0.00	680.00	12982
0560	AFSCME COUNCIL 65	05/15/2023	EFT	0.00	1,324.40	13045
7268	ALMICH, PATTI	05/19/2023	Regular	0.00	43,296.81	122826
0578	AMAZON CAPITAL SERVICES	05/12/2023	EFT	0.00	459.51	12983
0578	AMAZON CAPITAL SERVICES	05/19/2023	EFT	0.00	1,408.80	13045
0581	AMERICAN ENGINEERING TESTING, INC	05/12/2023	EFT	0.00	100.00	12984
7263	AMERICAN NATIONAL RED CROSS & ITS CONSTITU	05/12/2023	Regular	0.00	504.00	122799
7263	AMERICAN NATIONAL RED CROSS & ITS CONSTITU	05/19/2023	Regular	0.00	84.00	122827
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	05/19/2023	EFT	0.00	110.03	13046
0630	ARCTIC GLACIER	05/12/2023	Regular	0.00	345.66	122800
0630	ARCTIC GLACIER	05/19/2023	Regular	0.00	257.62	122828
0629	ARNOLD MOTOR SUPPLY	05/19/2023	EFT	1.59	77.91	13047
6883	AT&T MOBILITY II LLC	05/19/2023	Regular	0.00	38.23	122829
6041	AUTOMATIC BUILDING CONTROLS, ABC INC	05/12/2023	Regular	0.00	240.00	122801
6041	AUTOMATIC BUILDING CONTROLS, ABC INC	05/19/2023	Regular	0.00	624.00	122830
5702	B & H PHOTO & ELECTRONICS CORP	05/12/2023	EFT	0.00	472.14	12985
5702	B & H PHOTO & ELECTRONICS CORP	05/19/2023	EFT	0.00	595.69	13048
0688	BELLBOY CORPORATION	05/12/2023	EFT	0.00	1,936.94	12986
0689	BEND RITE CUSTOM FABRICATION, INC.	05/12/2023	Regular	0.00	504.68	122802
0689	BEND RITE CUSTOM FABRICATION, INC.	05/19/2023	Regular	0.00	104.32	122831
0699	BEVERAGE WHOLESALERS, INC.	05/12/2023	Regular	0.00	25,914.25	122803
0699	BEVERAGE WHOLESALERS, INC.	05/19/2023	Regular	0.00	52,060.05	122832
6482	BLOMBERG, GRANT	05/19/2023	EFT	0.00	1,050.00	13049
6163	BLUE LINE SHARPENING & SALES	05/12/2023	EFT	0.00	787.04	12987
0724	BOLTON & MENK INC	05/12/2023	EFT	0.00	17,208.50	12988
0724	BOLTON & MENK INC	05/19/2023	EFT	0.00	841.50	13050
0018	BORDER STATES INDUSTRIES, INC.	05/19/2023	EFT	0.00	107.64	13051
3829	BRAU BROTHERS	05/12/2023	EFT	0.00	378.50	12989
3829	BRAU BROTHERS	05/19/2023	EFT	0.00	340.00	13052
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	05/12/2023	Regular	0.00	3,001.16	122805
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	05/19/2023	Regular	0.00	2,938.83	122834
6539	BREMER BANK CC	05/15/2023	Bank Draft	0.00	8,838.57	DFT0002950
6857	BRUSVEN, KATHERINE	05/12/2023	EFT	0.00	300.00	12990
0728	BUFFALO RIDGE CONCRETE,INC	05/19/2023	EFT	0.00	386.00	13053
6791	CAPITAL ONE	05/12/2023	Regular	0.00	169.96	122807
6791	CAPITAL ONE	05/19/2023	Regular	0.00	7.60	122836
0799	CARLOS CREEK WINERY, INC	05/12/2023	Regular	0.00	2,316.00	122808
0802	CARLSON & STEWART REFRIGERATION, INC.	05/19/2023	EFT	0.00	1,302.09	13054
0815	CATTOOR OIL COMPANY, INC	05/19/2023	EFT	0.00	56.02	13055
7264	CENTRAL SERVICE CORPORATION	05/12/2023	Regular	0.00	20.00	122809
0836	CHARTER COMMUNICATIONS, LLC	05/19/2023	EFT	0.00	11.99	13056
0836	CHARTER COMMUNICATIONS, LLC	05/19/2023	EFT	0.00	106.81	13057
5733	CLARITY TELECOM, LLC	05/12/2023	EFT	0.00	347.72	12991
5733	CLARITY TELECOM, LLC	05/19/2023	EFT	0.00	2,861.31	13058
3819	DACOTAH PAPER CO	05/12/2023	EFT	4.94	489.44	12992
3819	DACOTAH PAPER CO	05/19/2023	EFT	3.05	324.33	13059
7102	DAHLHEIMER BEVERAGE	05/19/2023	EFT	0.00	892.13	13060
0950	DAKTRONICS INC	05/19/2023	Regular	0.00	640.00	122837
7270	DIAMOND ENERGY SYSTEMS, INC.	05/19/2023	Regular	0.00	53.10	122838
5731	DOLL DISTRIBUTING LLC	05/12/2023	EFT	0.00	27,198.90	12993
5731	DOLL DISTRIBUTING LLC	05/19/2023	EFT	0.00	13,885.50	13061
6203	ELLIOTT EQUIPMENT COMPANY	05/12/2023	EFT	0.00	58.47	12994
6700	EYEMED VISION CARE	05/12/2023	Regular	0.00	581.48	122820

Council Check Report

Date Range: 05/12/2023 - 05/23/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1090	FASTENAL COMPANY	05/12/2023	EFT	0.00	440.10	12995
1090	FASTENAL COMPANY	05/19/2023	EFT	0.00	783.65	13062
7073	FIXEN CHIROPRACTIC	05/19/2023	EFT	0.00	176.03	13063
1158	GALLS INC	05/19/2023	EFT	0.00	470.35	13064
7266	GOODMUND, DUANE	05/19/2023	Regular	0.00	700.00	122839
6478	GOPHER STATE ONE CALL	05/12/2023	EFT	0.00	175.50	12996
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	05/19/2023	Regular	0.00	32.00	122840
1201	GRAINGER INC	05/12/2023	EFT	0.00	81.20	12997
1201	GRAINGER INC	05/19/2023	EFT	0.00	1,861.36	13065
3760	GROWMARK INC.	05/19/2023	EFT	0.00	392.76	13066
1256	HAWKINS INC	05/19/2023	EFT	0.00	13,949.89	13067
1267	HEIMAN INC.	05/12/2023	EFT	0.00	2,073.00	12998
1267	HEIMAN INC.	05/19/2023	EFT	0.00	32,850.00	13068
1271	HENLE PRINTING COMPANY	05/12/2023	EFT	0.00	2,702.43	12999
1271	HENLE PRINTING COMPANY	05/19/2023	EFT	0.00	11,761.28	13069
4885	HORIZON COMMERCIAL POOL SUPPLY	05/19/2023	EFT	0.00	12,088.03	13070
1325	ICMA RETIREMENT TRUST #300877	05/12/2023	EFT	0.00	50.00	13037
1358	INTERNAL REVENUE SERVICE	05/12/2023	Bank Draft	0.00	23.50	DFT0002919
1358	INTERNAL REVENUE SERVICE	05/12/2023	Bank Draft	0.00	465.37	DFT0002920
1358	INTERNAL REVENUE SERVICE	05/12/2023	Bank Draft	0.00	5.50	DFT0002921
1358	INTERNAL REVENUE SERVICE	05/12/2023	Bank Draft	0.00	27,615.80	DFT0002943
1358	INTERNAL REVENUE SERVICE	05/12/2023	Bank Draft	0.00	23,760.70	DFT0002944
1358	INTERNAL REVENUE SERVICE	05/12/2023	Bank Draft	0.00	8,580.56	DFT0002945
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/12/2023	EFT	0.00	15,237.25	13000
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/19/2023	EFT	0.00	10,554.33	13073
2036	JOHNSON BROTHERS LIQUOR COMPANY	05/12/2023	EFT	0.00	10,687.11	13001
2036	JOHNSON BROTHERS LIQUOR COMPANY	05/19/2023	EFT	0.00	8,949.49	13071
5447	JOHNSON BROTHERS LIQUOR COMPANY	05/12/2023	EFT	0.00	487.65	13002
5447	JOHNSON BROTHERS LIQUOR COMPANY	05/19/2023	EFT	0.00	1,010.85	13072
7269	KARANJA, JOSEPH	05/19/2023	EFT	0.00	26.00	13074
5095	KIBBLE EQUIPMENT LLC	05/12/2023	EFT	0.00	46,056.08	13003
4140	KRUSE FORD-LINCOLN-MERCURY, INC	05/19/2023	EFT	0.00	134.95	13075
3653	LANGUAGE LINE SERVICES	05/12/2023	EFT	0.00	386.12	13004
1480	LAW ENFORCEMENT LABOR SERVICE INC	05/15/2023	EFT	0.00	1,367.12	13046
1483	LEAGUE OF MINNESOTA CITIES INS TRUST	05/12/2023	Regular	0.00	709.42	122810
7146	LIFE INSURANCE COMPANY OF NORTH AMERICA	05/15/2023	EFT	0.00	721.32	13047
1508	LOCKWOOD MOTORS INC	05/12/2023	EFT	0.00	132.95	13005
1508	LOCKWOOD MOTORS INC	05/19/2023	EFT	0.00	362.11	13076
7126	LOTHRINGER, PETER	05/12/2023	Regular	0.00	700.00	122811
1545	LYON COUNTY HIGHWAY DEPARTMENT	05/12/2023	EFT	0.00	8,992.45	13006
1552	LYON COUNTY RECORDER	05/12/2023	EFT	0.00	153.75	13007
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	05/12/2023	Regular	0.00	37.16	122812
6292	MADDEN, GALANTER, HANSEN, LLP	05/19/2023	EFT	0.00	180.00	13077
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	05/15/2023	EFT	0.00	1,153.81	13048
1604	MARSHALL AREA CHAMBER OF COMMERCE	05/19/2023	EFT	0.00	75.00	13078
4660	MARSHALL FESTIVALS INC.	05/19/2023	EFT	0.00	3,000.00	13079
5813	MARSHALL LUMBER CO	05/12/2023	EFT	0.00	308.47	13008
5813	MARSHALL LUMBER CO	05/19/2023	EFT	0.00	284.68	13080
1633	MARSHALL MUNICIPAL UTILITIES	05/12/2023	EFT	0.00	7,519.67	13009
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/12/2023	EFT	1.70	83.17	13010
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	05/19/2023	EFT	5.87	403.33	13081
1637	MARSHALL PUBLIC SCHOOLS	05/12/2023	EFT	0.00	4,365.00	13011
3545	MARSHALL RADIO	05/12/2023	EFT	0.00	2,637.50	13012
3545	MARSHALL RADIO	05/19/2023	EFT	0.00	3,125.00	13082
1649	MARSHALL TRUCK SALVAGE INC.	05/19/2023	Regular	0.00	36.50	122841
5139	MATHESON TRI-GAS INC	05/19/2023	Regular	0.00	96.50	122842
7077	MEDSURETY, LLC	05/12/2023	Bank Draft	0.00	10,276.67	DFT0002937
7077	MEDSURETY, LLC	05/12/2023	Bank Draft	0.00	6,708.76	DFT0002942
7077	MEDSURETY, LLC	05/17/2023	Bank Draft	0.00	29.46	DFT0002949
4980	MENARDS INC	05/12/2023	EFT	0.00	107.46	13013
4980	MENARDS INC	05/19/2023	EFT	0.00	289.57	13083

Council Check Report

Date Range: 05/12/2023 - 05/23/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1779	MINNESOTA DEPARTMENT OF HEALTH	05/12/2023	Regular	0.00	40.00	122813
1779	MINNESOTA DEPARTMENT OF HEALTH	05/12/2023	Regular	0.00	40.00	122814
1818	MINNESOTA DEPARTMENT OF REVENUE	05/12/2023	Bank Draft	0.00	273.39	DFT0002922
1818	MINNESOTA DEPARTMENT OF REVENUE	05/12/2023	Bank Draft	0.00	11,796.14	DFT0002946
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	05/19/2023	EFT	0.00	6,504.75	13084
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/12/2023	Bank Draft	0.00	9,707.89	DFT0002940
1839	MINNESOTA VALLEY TESTING LABS INC	05/12/2023	EFT	0.00	229.60	13014
1757	MN CHILD SUPPORT PAYMENT CENTER	05/12/2023	Bank Draft	0.00	386.70	DFT0002935
1757	MN CHILD SUPPORT PAYMENT CENTER	05/12/2023	Bank Draft	0.00	450.39	DFT0002936
6304	MN MANAGEMENT & BUDGET	05/19/2023	Regular	0.00	254.30	122843
1787	MN STATE BOARD OF ASSESSORS	05/19/2023	Regular	0.00	275.00	122844
6422	MN STATE LOTTERY	05/18/2023	Bank Draft	0.00	395.06	DFT0002951
1864	MONTES ELECTRIC INC	05/12/2023	Regular	0.00	435.08	122815
1887	MTI DISTRIBUTING INC	05/19/2023	EFT	0.00	243.35	13085
2512	NATIONWIDE RETIREMENT	05/12/2023	Bank Draft	0.00	375.00	DFT0002917
2512	NATIONWIDE RETIREMENT	05/12/2023	Bank Draft	0.00	1,576.51	DFT0002918
2512	NATIONWIDE RETIREMENT	05/12/2023	Bank Draft	0.00	100.00	DFT0002931
1923	NCPERS MN GROUP LIFE INS.	05/15/2023	EFT	0.00	224.00	13049
1945	NORM'S GTC	05/12/2023	Regular	0.00	24.95	122816
1945	NORM'S GTC	05/19/2023	Regular	0.00	89.53	122845
1946	NORTH CENTRAL LABS	05/12/2023	EFT	0.00	1,061.33	13015
4372	NORTHERN CONSULTING ACTUARIES, INC	05/12/2023	EFT	0.00	1,500.00	13016
6463	OFFICE OF MNIT SERVICES	05/19/2023	Regular	0.00	695.15	122846
5891	ONE OFFICE SOLUTION	05/12/2023	EFT	0.00	248.41	13017
5891	ONE OFFICE SOLUTION	05/19/2023	EFT	0.00	55.77	13086
2019	PAUSTIS WINE COMPANY	05/12/2023	EFT	0.00	1,938.25	13018
2019	PAUSTIS WINE COMPANY	05/19/2023	EFT	0.00	4,524.17	13087
5707	PAYPAL INC	05/15/2023	Bank Draft	0.00	29.99	DFT0002948
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	05/19/2023	EFT	0.00	54.00	13088
2028	PERA OF MINNESOTA REG	05/12/2023	Bank Draft	0.00	56,976.50	DFT0002938
2030	PETERSON, ALEX	05/19/2023	EFT	0.00	128.00	13089
2049	PLUNKETTS PEST CONTROL INC	05/12/2023	EFT	0.00	41.82	13019
2064	POWERPLAN	05/12/2023	Regular	0.00	39.51	122817
5606	PRE-PAID LEGAL SERVICES, INC.	05/12/2023	Regular	0.00	309.00	122824
4407	PUBLIC SAFETY EQUIPMENT, LLC	05/12/2023	Regular	0.00	38.00	122818
2112	R AND G CONSTRUCTION COMPANY	05/12/2023	EFT	0.00	616,643.10	13020
6267	RATWIK, ROSZAK & MALONEY, PA	05/19/2023	EFT	0.00	448.50	13090
6426	REMINGTON RIDGE VINEYARD	05/19/2023	Regular	0.00	290.00	122847
0707	ROADSIDE DEVELOPERS INC	05/19/2023	Regular	0.00	100.00	122848
2201	RUNNING SUPPLY, INC	05/12/2023	EFT	0.00	409.90	13021
2201	RUNNING SUPPLY, INC	05/19/2023	EFT	0.00	98.96	13091
7267	SKEWES, BRANDON	05/19/2023	Regular	0.00	500.00	122849
6735	SMALL LOT COOP, LLC	05/12/2023	Regular	0.00	1,113.12	122819
3495	SMSU	05/19/2023	EFT	0.00	906.25	13092
3881	SOUPIR, BETH	05/12/2023	EFT	0.00	500.00	13022
4855	SOUTHERN GLAZER'S	05/12/2023	EFT	0.00	12,827.25	13023
4855	SOUTHERN GLAZER'S	05/19/2023	EFT	0.00	13,935.97	13093
2311	SOUTHWEST GLASS CENTER, INC	05/12/2023	EFT	0.00	150.35	13024
2318	SOUTHWEST SANITATION INC.	05/19/2023	EFT	0.00	3,372.49	13094
5922	SRF CONSULTING GROUP, INC.	05/12/2023	EFT	0.00	9,434.94	13025
2373	STREICHERS	05/12/2023	EFT	0.00	39.99	13026
4385	STUART C IRBY CO.	05/19/2023	EFT	0.00	63.09	13095
6706	SUN LIFE FINANCIAL	05/15/2023	EFT	0.00	1,686.29	13050
6427	SWALBOSKI, BRIAN	05/19/2023	EFT	0.00	228.50	13096
6277	TALKING WATERS BREWING CO, LLC	05/12/2023	EFT	0.00	1,940.00	13027
6137	TEIGS LAWN CARE & LANDSCAPING, LLC	05/19/2023	Regular	0.00	90.00	122850
0875	THE COMPUTER MAN INC	05/12/2023	EFT	0.00	1,967.00	13028
0875	THE COMPUTER MAN INC	05/19/2023	EFT	0.00	150.00	13097
6156	TRUE BRANDS	05/12/2023	EFT	0.00	703.76	13029
3538	TURFWERKS	05/12/2023	EFT	0.00	534.20	13030
5106	ULINE	05/19/2023	EFT	0.00	775.62	13098

Council Check Report

Date Range: 05/12/2023 - 05/23/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0853	ULTIMATE SAFETY CONCEPTS, INC.	05/12/2023	EFT	0.00	8,365.38	13031
0853	ULTIMATE SAFETY CONCEPTS, INC.	05/19/2023	EFT	0.00	2,325.75	13099
2511	USA BLUE BOOK	05/12/2023	EFT	0.00	437.54	13032
3443	VALIC DEFERRED COMP	05/12/2023	Bank Draft	0.00	941.61	DFT0002932
3443	VALIC DEFERRED COMP	05/12/2023	Bank Draft	0.00	1,176.92	DFT0002933
6901	VAN METER INC	05/12/2023	EFT	5.51	545.06	13033
4489	VERIZON WIRELESS	05/12/2023	EFT	0.00	35.01	13034
2538	VIKING COCA COLA BOTTLING CO.	05/12/2023	EFT	0.00	387.85	13035
2538	VIKING COCA COLA BOTTLING CO.	05/19/2023	EFT	0.00	453.05	13100
4594	VINOCOPIA INC	05/19/2023	EFT	0.00	4,936.75	13101
6085	VOYA - INVESTORS CHOICE	05/12/2023	Bank Draft	0.00	2,333.43	DFT0002941
2591	WESTERN PRINT GROUP	05/19/2023	EFT	0.00	2,041.10	13102
7011	WIDSETH SMITH NOLTING & ASSOCIATES, INC.	05/19/2023	Regular	0.00	10,771.00	122851
2632	ZIEGLER INC	05/12/2023	EFT	0.00	373.26	13036

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	45	0.00	151,117.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	172,824.42
EFT's	274	121	22.66	990,638.59
	382	190	22.66	1,314,580.98

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	84	45	0.00	151,117.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	24	24	0.00	172,824.42
EFT's	274	121	22.66	990,638.59
	382	190	22.66	1,314,580.98

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	5/2023	1,314,580.98
			1,314,580.98



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Sharon Hanson, Pam Whitmore, Marty Seifert
Meeting Date:	Tuesday, May 23, 2023
Category:	NEW BUSINESS
Type:	INFO
Subject:	2023 Legislative Session Update
Background Information:	<p>City of Marshall Government Relations Marty Seifert will provide the Council an update on the Sales Tax Authorization request as well as an update on LGA.</p> <p>City Attorney Pam Whitmore will give an update on the cannabis legislation.</p>
Fiscal Impact:	n/a
Alternative/ Variations:	n/a
Recommendations:	n/a

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, May 23, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Block 100 Right-of-Way Encroachment Agreement
Background Information:	<p>The Block 100 apartment building being constructed at the corner of W. Lyon Street and N 1st Street is nearing completion. The contractor has approached City staff with a request to move the sidewalk adjacent to the building to be located directly behind the curb instead of right against the building at the property line. Because the building has apartments at ground level, the developer wishes to move the sidewalk away from the building and to install landscaping between the building and the sidewalk.</p> <p>To accommodate this request, our City Attorney has worked with City staff to propose a right-of-way encroachment agreement. The purpose of the agreement is to ensure that both parties recognize that the developer will be landscaping on City right-of-way and that the City has the right to utilize this space as it deems necessary, and that the City is not responsible for damage to the landscaping area.</p>
Fiscal Impact:	No cost impact for the encroachment agreement.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council approves of the attached Encroachment Agreement and authorizes City staff to execute the attached agreement between Block 11 Marshall, LLC and the City of Marshall.

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) made and entered into as of this ____ day of _____, 202__, by and between Block 11 Marshall, LLC, a limited liability company under the laws of the State of Minnesota, (“Owner”) and the City of Marshall, a Minnesota municipal corporation (“City”).

RECITALS

- A. The Owner is the fee owner of certain real estate located at 103 W. Lyon Street, Marshall, Minnesota, (PID No.27-677119-0) legally described on the attached Exhibit A (“Property”).
- B. The Property is adjacent to city owned Right-of-Way (“Right of Way”) shown on Exhibit B, attached hereto. Owner intends to install landscape rock and plantings (the “Encroachment”) on City Right of Way, contrary to local laws and regulations (the “Encroachment Area”). The Encroachment Area is depicted on Exhibit B.
- C. The City is willing to allow the Encroachment on the Encroachment Area subject to the terms and conditions contained in this Agreement.

AGREEMENT

- 1. **Incorporation of Recitals.** The recitals set forth above are incorporated herein and made part of this Agreement.
- 2. **Grant of Limited Use Within Encroachment Area.** The City warrants that it has the right to grant this limited use interest affecting the Encroachment Area. The City grants the Owner the right to encroach into the Encroachment Area for the sole purpose of maintaining the Encroachment. The Encroachment Area must not extend beyond seven and one-half (7.5) feet into the Right of Way, as measured from the Owner’s property line abutting the Right of Way and projecting into the city right of way. The permission granted by the City under this Agreement is limited exclusively to such purpose. This Agreement only creates a license to maintain the Encroachment and does not create any interest in real property.
- 3. **Scope.** The City reserves the right to use its Right of Way and all rights included therein, including the Encroachment Area for its own purposes. The City may take any action necessary to exercise its interest in its Right of Way, including excavation, even if doing so renders the Encroachment Area unusable. In the event the Encroachment Area becomes unusable for the use contemplated herein, the Owner will have no claim against the City.
- 4. **Maintenance and Repair.** The Owner must repair and maintain the Encroachment in a structurally sound manner and must keep the Encroachment and the Encroachment

Area neat, clear and uncluttered, and where landscaping in the Encroachment Area is required as part of city approvals, any plant material which is diseased or dies shall be replaced with like kind of the original size, as may be determined by the Director of Public Works/City Engineer, or his/her designee. All such repair and maintenance shall be at the Owner's sole cost and expense.

If Owner fails to repair or maintain the Encroachment Area during the term of this Agreement, such limited use granted may be revoked by the City. Upon termination of this Agreement, Owner must remove the Encroachment from the Encroachment Area.

5. **Hold Harmless; Indemnification.** All claims that arise or may arise against the Owner, its officers, employees, agents, or contractors while engaged in its use of the Encroachment Area will in no way be the obligation of the City. Furthermore, Owner will indemnify, hold harmless and defend the City, its officials, employees, contractors and agents from and against all liability, loss, costs, damages, expenses, claims, actions or judgments, including reasonable attorneys' fees which the City, its officers, employees, agents or contractors may sustain, incur, or be required to pay, arising out of any act or failure to act by Owner, its officers, employees, agents or contractors under this Agreement. Nothing in this Agreement is a waiver by the City of any immunity, defenses, or other limitations on liability to which the City is entitled by law.
6. **Insurance.** During the term of this Agreement, Owner shall procure and keep in force a general property casualty insurance policy which includes the area designated as the Encroachment Area. Any claims for damages based upon Owner's use of the Encroachment Agreement must be submitted to Owner's insurance policy. The City must be named as an additional insured on such policy.
7. **Termination.** The Owner or the City may terminate this Agreement at any time for any reason, or for no reason at all, by providing 30 days' written notice to the other party. Upon termination of this Agreement, Owner must immediately remove any landscaping from the Encroachment Area and return the Encroachment Area to the condition it was in prior to the Owner's use at Owner's sole cost. In the event that the Right of Way is substantially damaged or destroyed from the Encroachment or the removal of all or part of the Encroachment, or the Owner fails to comply with the terms and conditions of this Agreement, the Owner shall remove the Encroachment or any remaining portions thereof located within the Encroachment Area and the Owner's right to construct, maintain, or repair the Encroachment shall automatically terminate. The removal of the Encroachment shall be at the Owner's sole cost and expense.
8. **Notices.** Any notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given or delivered if it is dispatched by certified or registered mail or delivered personally to the address of Owner as set forth in the beginning of this Agreement, or with respect to the City, to the address below:

City: City of Marshall
Attn: City Administrator

EXHIBIT A

Legal Description of the Owner's Property

All of Lots 1, 2, 3, 4, and 5, Block 11, Original Plat Addition, in the City of Marshall, as filed and recorded in the Office of the County Recorder, in and for Lyon County, Minnesota.

EXHIBIT B

Map of Right of Way, with depiction of Encroachment area

E. COLLEGE DR.

FUTURE BUILDING
FFE=1161.75±

ZONING: B2 CENTRAL BUSINESS DISTRICT

SETBACK REQUIREMENTS:
BUILDING: FRONT YARD: 0 FEET
SIDE YARD: 0 FEET
REAR YARD: 0 FEET
MAXIMUM LOT COVERAGE: 100%

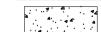
FUTURE PARKING

B618 CURB & GUTTER TYP.

F&I THICKENED EDGE WALK ALONG PARKING LOT—RAISE PARKING LOT TO MATCH TOP OF WALK AT ADA STALLS—SEE GRADING PLAN

B618 CURB & GUTTER TYP.

PROPOSED SURFACING LEGEND

-  = Concrete Sidewalk
-  = Bituminous Pavement
-  = Permeable Pavers
-  = River Rock Mulch w/ Geofabric & Landscaping
-  Additional areas of River Rock Mulch w/ Geofabric and Landscaping or grass space

MAIN STREET
FUTURE BUILDING
FFE=1162.20±

7

13

7

11

7

7

7

10

4

20

1.2%

1.2%

1.2%

3.6%

3.6%

5.0%

5.0%

5.0%

5.0%

5.0%

5.0%

5.0%

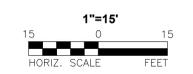
5.0%

5.0%

5.0%

LYON STREET

1ST STREET



Comments:
 Jones Haugh Smith
 515 South Washington Ave. Albert Lea, MN 56007-3734-8376
 Reg. No. 42714
 Date: 8/7/2020

**BLOCK 11 APARTMENTS
 BUILDING #1
 MARSHALL, MN**

Project: **BLOCK 11 APARTMENTS BUILDING #1 MARSHALL, MN**

Revision: 11/9/2021

No.: _____ Date: 1/14/22

Drawn:  Checked: _____

Project Manager: _____

Project Status: **CD**

Sheet Title: **HARDSCAPE PLAN**

Sheet No.: **C3**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, May 23, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Agreement for the Transfer of Airport Federal Entitlement Funds to Dodge Center (TOB) and Authorize Execution and Filing of FAA Form 5100-110.
Background Information:	<p>The Airport receives \$150,000 annually in FAA entitlement funding. Those funds may be accumulated for up to four years. This caps the availability of federal entitlements at \$600,000, unless entitlement transfers are utilized.</p> <p>At their meeting on 03/23/2021, the Council authorized the execution of an agreement between the City of Marshall, Minnesota, and the City of Dodge Center, Minnesota (TOB) for the transfer of \$150,000 of MML Airport 2021 Federal Entitlement Funds to Dodge Center in 2021 for use on reconstructing TOB hangar taxilanes. Per 2021 agreement, Dodge Center must transfer the \$150,000 in entitlements back to Marshall by May 15, 2023. The repayment of said 2021 FAA entitlement funds from Dodge Center to Marshall occurred earlier this year.</p> <p>As the SRE Building is not proceeding this fiscal year, Marshall will have \$150,000 in expiring 2020 entitlements that need to be transferred elsewhere. Per TKDA, since there was already a previous transfer agreement in place with Dodge Center and they have a need for additional funds to fully fund their planned project this year, TKDA proposes the following:</p> <ol style="list-style-type: none"> 1. Transfer the expiring \$150,000 in 2020 entitlements from Marshall to Dodge Center to be used on Dodge Center’s FFY 2023 Project 2. Repayment from Dodge Center to Marshall in FFY 2024 in the amount of \$150,000
Fiscal Impact:	See attached “Dodge Center (TOB)/Marshall (MML) Entitlement Transfer Plan prepared by TKDA.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1: that the Council authorize the execution of the attached “Agreement between the City of Marshall, Minnesota, and the City of Dodge Center, Minnesota” for the transfer of \$150,000 of MML Airport 2020 Federal Entitlement Funds to Dodge Center in 2023 for Dodge Center’s FFY 2023 Project. Dodge Center will in turn transfer back to Marshall \$150,000 in entitlements in 2024.</p> <p>Recommendation No. 2: that the Council authorize the transfer of Airport Federal Entitlement Funds and authorize execution and filing of FAA Form 5100-110.</p>

AGREEMENT BETWEEN THE CITY OF MARSHALL, MINNESOTA
AND THE
CITY OF DODGE CENTER, MINNESOTA

I.

This document is a memorialization of the Agreement between the City of Marshall and the City of Dodge Center that the City of Marshall does hereby authorize \$150,000.00 of 2020 Federal Entitlement dollars, earmarked for the Southwest Minnesota Regional Airport (MML), be transferred to the City of Dodge Center for its use at the Dodge Center Municipal Airport (TOB), subject to the following conditions:

II.

The City of Marshall agrees to sign and file FAA Form 5100-110 “Request for FAA Approval of Agreement for Transfer of Entitlements” (Order 5100.38D) with the U.S. Department of Transportation, Federal Aviation Administration. This action will finalize the above-stated transfer of Federal Entitlement dollars. However, in full consideration of this agreement, the City of Dodge Center agrees to return to the City of Marshall \$150,000.00 of 2023 and/or 2024 Federal Entitlement dollars earmarked for the Dodge Center Municipal Airport no later than May 15, 2024.

III.

All parties acknowledge that this agreement is in full consideration, which will allow for \$150,000.00 of Federal Entitlement dollars to be transferred to the City of Dodge Center on or about June 1, 2023.

This Agreement is fully stated and cannot be canceled, modified, or in any way changed without express written permission of both parties.

Sharon Hanson
City of Marshall – City Administrator

Lee Mattson
City of Dodge Center – City Administrator



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Marshall, Minnesota

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Southwest Minnesota Regional Airport (MML)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	2020	150000
Total		150000

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Dodge Center Municipal Airport (TOB)

Name of Receiving Airport's Sponsor: City of Dodge Center, Minnesota

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 9/30/2023 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name:

Title:

Date:

Dodge Center (TOB)/Marshall (MML) Entitlement Transfer Plan

	Federal Fiscal Year						Notes
	2020	2021	2022	2023	2024	Total	
TOB Available Entitlements 2023	\$0.00	\$20,665.00	\$150,000.00	\$150,000.00		\$320,665.00	
MML 2021 Entitlement Repayment	\$0.00	-\$20,665.00	-\$129,335.00	\$0.00		-\$150,000.00	Repayment of 2021 transfer of \$150,000
MML 2023 Transfer In	\$150,000.00	\$0.00	\$0.00	\$0.00		\$150,000.00	Transfer in expiring 2020 entitlements from Marshall
TOB Total Available 2023	\$150,000.00	\$0.00	\$20,665.00	\$150,000.00		\$320,665.00	
TOB Amount Required 2023	\$150,000.00	\$0.00	\$20,665.00	\$51,275.00		\$221,940.00	Federal amount required for Master Plan/ALP Update
TOB Amount Remaining 2023	\$0.00	\$0.00	\$0.00	\$98,725.00		\$98,725.00	
TOB Amount Available 2024		\$0.00	\$0.00	\$98,725.00	\$150,000.00	\$248,725.00	
MML 2023 Entitlement Repayment		\$0.00	\$0.00	\$98,725.00	\$51,275.00	\$150,000.00	Repayment of 2023 transfer of \$150,000
TOB Amount Remaining 2024		\$0.00	\$0.00	\$0.00	\$98,725.00	\$98,725.00	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg													
Meeting Date:	Tuesday, May 23, 2023													
Category:	NEW BUSINESS													
Type:	ACTION													
Subject:	Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2023A													
Background Information:	<p>Following this Agenda Item Report is the initial draft of a resolution awarding the sale of the Bonds, which are to be considered tonight by the Council. After the sale of the Bonds at 10 AM on Tuesday, May 23rd, Kennedy & Graven (bond counsel) will update the Award Resolution with the post-sale information received from Baker Tilly and an updated version will be provided at or in advance of the Council meeting.</p> <p>Director of Administrative Services E.J. Moberg, along with Mikaela Huot, from BakerTilly Municipal Advisors, will present the findings from the bond sale.</p> <p>Timeline:</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Event</th> </tr> </thead> <tbody> <tr> <td>May 23</td> <td>Sale of bonds at 10 AM and consideration of the award at the Council meeting</td> </tr> <tr> <td>On or before June 2</td> <td>Distribution of Final Official Statement</td> </tr> <tr> <td>June 12</td> <td>Draft closing memorandum circulated for review</td> </tr> <tr> <td>June 15</td> <td>Final closing memorandum distributed</td> </tr> <tr> <td>June 22</td> <td>Receipt of proceeds and settlement of the bonds</td> </tr> </tbody> </table>		Date	Event	May 23	Sale of bonds at 10 AM and consideration of the award at the Council meeting	On or before June 2	Distribution of Final Official Statement	June 12	Draft closing memorandum circulated for review	June 15	Final closing memorandum distributed	June 22	Receipt of proceeds and settlement of the bonds
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May 23	Sale of bonds at 10 AM and consideration of the award at the Council meeting													
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June 15	Final closing memorandum distributed													
June 22	Receipt of proceeds and settlement of the bonds													
Fiscal Impact:														
Alternative/ Variations:														
Recommendations:	Approve Resolution Awarding the Sale of General Obligation Bonds, Series 2023A													

**EXTRACT OF MINUTES OF MEETING OF THE
COUNCIL OF THE CITY OF MARSHALL
LYON COUNTY, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota, was duly held at the City Hall in said City on Tuesday, May 23, 2023, commencing at 5:30 p.m.

The following members were present:

and the following were absent:

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2023A, proposed to be issued in the original aggregate principal amount of \$[PAR].

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Bonds. The tabulation of the proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Council Member _____ introduced the following written Resolution No. _____, Second Series, attached hereto and moved its adoption. The motion for the adoption of the resolution was duly seconded by Council Member _____ and upon a vote being taken thereon, the following Council Members voted AYE:

and the following voted NAY:

Passed, adopted, approved and filed this 23rd day of May, 2023.

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. _____

AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2023A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$[PAR]; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

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

Section 1. Findings; Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the Council on April 25, 2023, the City authorized the sale of its General Obligation Bonds, Series 2023A (the “Bonds”), for the following purposes:

(a) to finance certain street reconstruction described in a five-year street reconstruction plan, adopted by the Council on April 11, 2023, including the project designated by the City as the N. 3rd St./W. Lyon St. Downtown Reconstruction Project (the “Street Reconstruction”), pursuant to Minnesota Statutes, Chapter 475, as amended, specifically Section 475.58, subdivision 3b (collectively, the “Street Reconstruction Act”);

(b) to finance certain public improvements, including parking lot improvements and improvements to various City parks (Independence Park, Legion Field and the Amateur Sports Center) (the “Public Improvements” or “Abatement Project”), pursuant to Minnesota Statutes, Chapter 475, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the “Abatement Act”), and a resolution adopted by the Council on April 11, 2023 following a duly noticed public hearing, approving a property tax abatement (the “Abatements”) for certain property in the City (the “Abatement Parcels”) over a period of ten (10) years, in an amount not to exceed \$600,000;

(c) to finance the Legion Field stormwater improvements (the “Utility Improvements”), pursuant to Minnesota Statutes, Chapters 475 and 444, as amended (collectively, the “Utility Revenue Act”), to which net revenues of the City’s wastewater and surface water systems are pledged.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____, _____, _____ (the “Purchaser”) to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ _____ (par amount of \$[PAR].00, plus original issue premium of \$ _____, less underwriter’s discount of \$ _____), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2025	%	2030	%
2026		2031	
2027		2032	
2028		2033	
2029		2034	

[_____
* *Term Bonds*]

True interest cost: _____ %

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the accounts of the Construction Fund hereinafter created, as determined by the Finance Director of the City (the “Finance Director”) in consultation with Baker Tilly Municipal Advisors, LLC, the City’s municipal advisor (the “Municipal Advisor”). The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator of the City (the “Mayor” and “City Administrator”) are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Street Reconstruction Act, the Abatement Act, and the Utility Revenue Act (collectively, the “Act”) in the original aggregate principal amount of \$[PAR], originally dated the date of delivery (currently anticipated to be June 22, 2023), in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2030	\$
2026		2031	
2027		2032	
2028		2033	
2029		2034	

[_____
* *Term Bonds*]

(a) \$_____ of the Bonds (the “Street Reconstruction Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Street Reconstruction:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2030	\$
2026		2031	
2027		2032	
2028		2033	
2029		2034	

[¹ This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 20__.]

(b) \$_____ of the Bonds (the “Abatement Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Abatement Project:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2030	\$
2026		2031	
2027		2032	
2028		2033	
2029		2034	

[¹ This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 20__.]

(c) \$_____ of the Bonds (the “Utility Revenue Bonds”), maturing on February 1 in the years and amounts set forth below, are being used to finance the Utility Improvements:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$	2030	\$
2026		2031	
2027		2032	
2028		2033	
2029		2034	

[¹ This payment comprises a portion of the mandatory sinking fund payment for the Term Bond maturing on February 1, 20__.]

1.05. **Optional Redemption.** The City may elect on February 1, 2032, and on any day thereafter to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2024, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether

the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to the registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver any new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the City Administrator must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit

under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds are payable from the General Obligation Bonds, Series 2023A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping fund separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the “Street Reconstruction Bonds Account,” the “Abatement Bonds Account,” and the “Utility Revenue Bonds Account.” Amounts in the Street Reconstruction Bonds Account are irrevocably pledged to the Street Reconstruction Bonds, amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Bonds, and amounts in the Utility Revenue Bonds Account are irrevocably pledged to the Utility Revenue Bonds.

(a) Street Reconstruction Bonds Account. Ad valorem taxes herein levied for the payment of the principal of, premium, if any, and interest on the Street Reconstruction Bonds are hereby pledged to the Street Reconstruction Bonds Account of the Debt Service Fund. A portion of the proceeds of the Street Reconstruction Bonds and/or other funds of the City shall be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Street Reconstruction Bonds on February 1, 2024. There is hereby appropriated to the Street Reconstruction Bonds Account of the Debt Service Fund all investment earnings on amounts in the Street Reconstruction Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Street Reconstruction Bonds. There is also appropriated to the Street Reconstruction Bonds Account of the Debt Service Fund a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) accrued interest, if any.

(b) Abatement Bonds Account. Abatements from the Abatement Parcels and ad valorem taxes levied for the payment of interest on the Abatement Bonds are hereby pledged to the Abatement Bonds Account of the Debt Service Fund. A portion of the proceeds of the Abatement Bonds and/or other funds of the City shall be deposited in the Abatement Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Abatement Bonds on February 1, 2024. There is hereby appropriated to the Abatement Bonds Account of the Debt Service Fund all investment earnings on amounts in the Abatement Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Abatement Bonds. There is also appropriated to the Abatement Bonds Account of the Debt Service Fund a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) accrued interest, if any.

(c) Utility Revenue Bonds Account. The City will continue to maintain and operate its Wastewater and Surface Water Funds to which will be credited all gross revenues of the wastewater and surface water systems, as the case may be, and out of which will be paid all normal and reasonable expenses of current operations of such systems. Any balances therein are deemed net revenues (the “Net Revenues”) and will be transferred, from time to time, to the Utility Revenue Bonds Account of the Debt Service Fund, which Utility Revenue Bonds Account will be used only to pay principal of and interest on the Utility Revenue Bonds and any other bonds similarly authorized. There will always be retained in the Utility Revenue Bonds Account a sufficient amount to pay principal of and interest on all the Utility Revenue Bonds, and the Finance Director must report any current or anticipated deficiency in the Utility Revenue Bonds Account to the Council. A portion of the proceeds of the Utility Revenue Bonds shall be deposited in the Utility Revenue Bonds Account of the Debt Service Fund and shall be applied to the payment of the first interest payment due on the Utility Revenue Bonds on February 1, 2024. There is hereby appropriated to the Utility Revenue Bonds Account of the Debt Service Fund all investment earnings on amounts in the Utility Revenue Bonds Account of the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Utility Revenue Bonds. There is also appropriated to the Utility Revenue Bonds Account of the Debt Service Fund a pro rata portion of (i) amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; and (ii) accrued interest, if any.

4.02. Construction Fund. The City hereby creates the General Obligation Bonds, Series 2023A Construction Fund (the “Construction Fund”). The City will maintain the following accounts in the Construction Fund: the “Street Reconstruction Account,” the “Abatement Project Account,” and the “Utility Improvements Account.”

(a) Street Reconstruction Account. Proceeds of the Street Reconstruction Bonds, less the appropriations made in Section 4.01(a), together with any other funds appropriated for the Street Reconstruction and assessments and ad valorem taxes collected during the construction of the Street Reconstruction, will be deposited in the Street Reconstruction Account of the Construction Fund to be used solely to defray expenses of the Street Reconstruction. Any balance remaining in the Street Reconstruction Account of the Construction Fund after the Street Reconstruction is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, section 475.65, under the direction of the Council. Thereafter, the Street Reconstruction Account of the Construction Fund is to be closed and any balance therein is to be deposited in the Street Reconstruction Bonds Account of the Debt Service Fund.

(b) Abatement Project Account. Proceeds of the Abatement Bonds, less the appropriations made in Section 4.01(b), together with any other funds appropriated for the Abatement Project, Abatements, and ad valorem taxes collected during the construction of the Abatement Project, will be deposited in the Abatement Project Account of the Construction Fund to be used solely to defray expenses of the Abatement Project. Any balance remaining in the Abatement Project Account of the Construction Fund after the Abatement Project is completed and the costs thereof have been paid may be used as provided in Minnesota Statutes, Section 475.65, under the direction of the Council. Thereafter, the Abatement Project Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Abatement Bonds Account of the Debt Service Fund.

(c) Utility Improvements Account. Proceeds of the Utility Revenue Bonds, less the appropriations made in Section 4.01(c) hereof, will be deposited in the Utility Improvements Account of the Construction Fund to be used solely to defray expenses of the Utility Improvements. Any balance remaining in the Utility Improvements Account of the Construction Fund after the Utility Improvements are completed and the cost thereof have been paid may be used as provided in Minnesota Statutes, Section 475.65, under the direction of the Council. Thereafter, the Utility Improvements Account of the Construction Fund is to be closed and any balance remaining therein is to be deposited in the Utility Revenue Bonds Account of the Debt Service Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.04. City Covenants with Respect to the Utility Revenue Bonds. The Council covenants and agrees with the holders of the Utility Revenue Bonds that so long as any of the Utility Revenue Bonds remain outstanding and unpaid, it will keep and enforce the following covenants and agreements:

(a) The City will continue to maintain and efficiently operate the wastewater and surface water systems as public utilities and conveniences free from competition of other like municipal utilities and will cause all revenues therefrom to be deposited in bank accounts and credited to the Wastewater and Surface Water Funds, as hereinabove provided, and will make no expenditures from those accounts except for a duly authorized purpose and in accordance with this resolution.

(b) The City will also maintain the Utility Revenue Bonds Account of the Debt Service Fund as a separate account and will cause money to be credited thereto from time to time, out of Net Revenues from the wastewater and surface water systems in sums sufficient to pay principal of and interest on the Utility Revenue Bonds when due.

(c) The City will keep and maintain proper and adequate books of records and accounts separate from all other records of the City in which will be complete and correct entries as to all transactions relating to the wastewater and surface water systems and which will be open to inspection and copying by any Bondholder, or the Bondholder's agent or attorney, at any reasonable time, and it will furnish certified transcripts therefrom upon request and upon payment of a reasonable fee therefor, and said account will be audited at least annually by a qualified public

accountant and statements of such audit and report will be furnished to all Bondholders upon request.

(d) The Council will cause persons handling revenues of the wastewater and surface water systems to be bonded in reasonable amounts for the protection of the City and the Bondholders and will cause the funds collected on account of the operations of such systems to be deposited in a bank whose deposits are guaranteed under the Federal Deposit Insurance Law.

(e) The Council will keep the wastewater and surface water systems insured at all times against loss by fire, tornado and other risks customarily insured against with an insurer or insurers in good standing, in such amounts as are customary for like plants, to protect the holders, from time to time, of the Bonds and the City from any loss due to any such casualty and will apply the proceeds of such insurance to make good any such loss.

(f) The City and each and all of its officers will punctually perform all duties with reference to the wastewater and surface water systems as required by law.

(g) The City will impose and collect charges of the nature authorized by Section 444.075 of the Utility Revenue Act, at the times and in the amounts required to produce Net Revenues adequate to pay all principal and interest when due on the Utility Revenue Bonds and to create and maintain such reserves securing said payments as may be provided in this resolution.

(h) The Council will levy general ad valorem taxes on all taxable property in the City when required to meet any deficiency in pledged Net Revenues.

(i) The Council hereby determines that the estimated collection of net revenues herein pledged for the payment of principal and interest on the Utility Revenue Bonds will produce at least 5% in excess of the amount needed to meet, when due, the principal and interest payments on such portion of the Bonds.

4.05. Pledge of Tax Levy. For the purpose of paying the principal of and interest on the Street Reconstruction Bonds and the Abatement Bonds, there is levied a direct annual irrevocable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes in the years and amounts set forth in EXHIBIT C attached hereto will be credited to the Street Reconstruction Bonds Account and the Abatement Bonds Account of the Debt Service Fund, respectively, as provided above. The tax levy herein provided for the Street Reconstruction Bonds and the Abatement Bonds is irrevocable until all of the Street Reconstruction Bonds and the Abatement Bonds, respectively, are paid, provided that at the time the City makes its annual tax levies the Finance Director may certify to the County Auditor/Treasurer of Lyon County, Minnesota (the "County Auditor") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Debt Service Coverage. It is hereby determined that the estimated collection of Taxes levied under Section 4.05 will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Street Reconstruction Bonds, the estimated collection of Taxes levied under Section 4.05 and Abatements will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Abatement Bonds, and the Net Revenues herein pledged will produce at least five percent (5%) in excess of the amount needed to pay when due the principal and interest payments on the Utility Revenue Bonds.

4.07. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01 City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02 Certification as to Official Statement. The Mayor and the City Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03 Other Certificates. The Mayor, the City Administrator and the Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor and City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04 Electronic Signatures. The electronic signature of the Mayor, the City Administrator, the Finance Director, and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01 Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States (unless the City qualifies for any exemption from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

6.02 Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.03 Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2023 will not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code.

6.04 Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01 The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02 Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar) of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so

paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03 Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04 Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05 Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure. The City covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Defeasance. When all Bonds (or all of any of the Street Reconstruction Bonds, Abatement Bonds, or Utility Revenue Bonds portion thereof) and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution (with respect to the Street Reconstruction Bonds, Abatement Bonds, or Utility Revenue Bonds portion of the Bonds, as the case may be) to holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds (or all of any of the Street Reconstruction Bonds, Abatement Bonds, or Utility Revenue Bonds portion thereof) which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by

the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Passed and adopted this May 23, 2023.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Steven Anderson
City Clerk

EXHIBIT A

PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF LYON
CITY OF MARSHALL

GENERAL OBLIGATION BOND
SERIES 2023A

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____ %	February 1, 20__	[June 23], 2023	572500 ____

Registered Owner: CEDE & CO.

The City of Marshall Minnesota, a duly organized and existing municipal corporation in Lyon County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing February 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2032, and on any day thereafter to prepay Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[add term bond provisions as needed]

This Bond is one of an issue in the aggregate principal amount of \$[PAR] all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on May 23, 2023 (the “Resolution”), for the purpose of financing certain street reconstruction, certain public improvements, and stormwater improvements, pursuant to and in full conformity with the City’s home rule charter and the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 444, and 475, as amended, and Minnesota Statutes, Sections, 469.1812 through 469.1815, and 475.58, subdivision 3b, as amended, and the principal hereof and interest hereon are payable in part from ad valorem taxes, in part from net revenues of the City’s wastewater and surface water systems, and in part from tax abatement revenues, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes or abatements pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Marshall, Lyon County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: _____, 2023

CITY OF MARSHALL, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____

TEN ENT -- as tenants by entireties

(Cust) _____ (Minor)
under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

EXHIBIT C
TAX LEVY SCHEDULES

Street Reconstruction Bonds

[insert schedule]

Abatement Bonds

[insert schedule]

RESOLUTION NO. _____
SECOND SERIES

The attached resolution was adopted by the City Council of the City of Marshall on May 23, 2023.

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

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

RESOLUTION ADOPTED.

ATTEST:

 Secretary to the Council

STATE OF MINNESOTA)
)
COUNTY OF LYON) SS.
)
CITY OF MARSHALL)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on May 23, 2023, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s General Obligation Bonds, Series 2023A, in the original aggregate principal amount of \$[PAR].

WITNESS My hand officially as such City Clerk and the corporate seal of the City this ____ day of _____, 2023.

City Clerk
City of Marshall, Minnesota

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, May 23, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Proposed 2024 budget timeline
Background Information:	<p>Director of Administrative Services has reviewed budget timelines used in recent years and requests discussion about setting additional proposed dates and times for work sessions and a special meeting relating to the 2024 budget.</p> <p>The proposed dates and times include:</p> <ul style="list-style-type: none"> - July 25 at 4:00 pm – work session - August 22 at 3:00 – work session - October 10 at 4:00 pm – work session - November 28 at or after 7:00 pm – work session - December 5 at 6:00 pm – special meeting for truth-in-taxation meeting
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	After discussion of the proposed 2024 budget timeline, consider ratifying or setting proposed work session or special meeting dates.

City of Marshall

2024 Budget Timeline – Impact to Council

July

25 (Tuesday) at 4:00 pm - Council Work Session

- *Community Organization Requests*

Red = proposed work session or special meeting

Blue = informational detail, not part of the proposed schedule

August

22 (Tuesday) at 3:00 pm - Council Work Session

- *Capital requests (all funds)*
- *Operating budgets*
- *Presentation on preliminary tax base changes*

September

26 (Tuesday) - Council adopts preliminary 2024 budget and levy and sets public meeting date, time and location for truth in taxation

- Council adopts 2024 fee schedule - (to MMU by Oct 1st for mailing)

30 (Saturday) - Deadline to certify preliminary tax levy for payable 2024 & budget to the county auditor; must also set truth-in-taxation [TNT] meeting date, time and location (meeting is required to be held at 6:00 pm or later)

October

10 (Tuesday) at 4:00 pm - Council Work Session - Health and Dental Insurance

24 (Tuesday) - Regular Council Meeting - Adoption of Health and Dental Insurance Rates

November

28 (Tuesday) at or after 7:00 pm - Council Work Session - proposed budgets and levy

25 (Saturday) - First day cities with a population over 500 may hold the meeting to allow public input on the final budget and tax levy. The adoption meeting must be held at/ or after 6 p.m. The public must be allowed to speak at the meeting before adoption of the final budget.

December

5 (Tuesday) at 6:00 pm - Special Council Meeting - Public input at the truth-in-taxation (TNT) meeting before final budget adoption can occur - cannot be held before 6:00 pm

12 (Tuesday) - Council adopts final budgets and levy

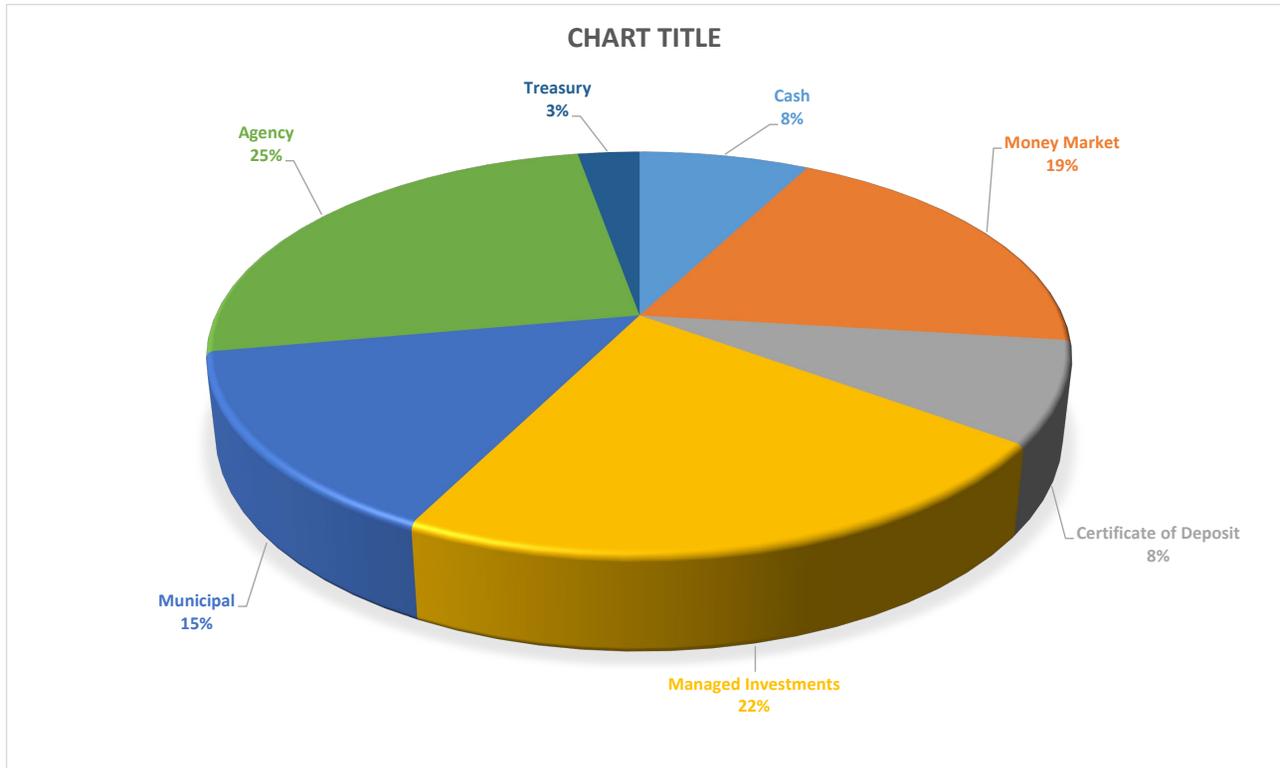
28 (Thursday) - The final payable 2023 property tax levy must be certified to the county auditor no later than December 28 and after the public input meeting. Local tax levies must be certified by the city to the county auditor “on or before five working days after December 20 in each year.”

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, May 23, 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:	

City of Marshall, Minnesota
Cash & Investments
4/30/2023

	<u>Par</u>	<u>Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	2,760,330.17	0.00%
Money Market - Bremer	272.40	1.00%
Money Market - US Bank	6,343,598.15	4.76%
Money Market - Wells Fargo	78,637.55	4.78%
Money Market - 4M	557,419.14	4.84%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	3.11% Average
Investment Portfolio - General Fund	2,625,595.98	
Investment Portfolio - WW/SW Capital Reserve	3,506,652.92	
Investment Portfolio - Endowment Fund	1,914,807.41	
Municipal - US Bank	5,315,000.00	2.25% Average
Certificate of Deposit - US Bank	1,470,000.00	2.22% Average
Agency - US Bank	5,710,000.00	1.04% Average
Treasury - US Bank	1,000,000.00	2.35%
TOTAL CASH & INVESTMENTS	<u><u>36,107,313.72</u></u>	



**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
MAY 10, 2023**

MEMBERS PRESENT: Pieper, Doom, Stoneberg, Lee and Muchlinski

MEMBERS ABSENT: Deutz

OTHERS PRESENT: Jason Anderson, Ilya Gutman, and Amanda Schroeder

1. The meeting was called to order by Chairperson Lee. She asked for the approval of the minutes of the April 12, 2023, regular meeting of the Marshall Planning Commission. Doom MADE A MOTION, SECOND BY Stoneberg, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.

2. Gutman explained this is a request by First Premier Bank (property owner), of Sioux Falls, SD to rezone property at 1420 East College Drive from B-4 Shopping Center Business District to B-3 General Business District for future development that includes a use permitted in B-3 district but not in B-4 district. Since the mall is not functioning as a mall anymore, staff believe that B-4 zoning district has become obsolete and suggest rezoning the other properties around the mall to B-3 as well at this time. All properties around the mall are currently zoned B-3 general business. This area was granted a PUD in 2015, but it was never acted upon, so this rezoning nullifies the existing PUD. The new Comprehensive Plan shows this entire area as Neighborhood Mix use with intent to allow for both commercial and residential uses and B-3 General business allows both. Doom asked if this includes the entire mall area and all the asphalt area. Gutman said yes, the mall and parking lot in front. The City is adding the old Kmart area. Muchlinski MADE A MOTION, SECOND BY Stoneberg to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Doom asked if it is one motion for both requests. Gutman informed that is correct. Doom MADE A MOTION, SECOND BY Muchlinski to recommend to City Council as recommended by staff.

3. Gutman said This is a request by MN State Armory Building Commission to rezone their property 1103 Michigan Road from A Agricultural District to I-2 General Industrial District for potential development. City staff suggest that all adjacent lots located south of Michigan Road be also similarly rezoned for future development. The new Comprehensive Plan shows this entire area as industrial land use. The adjacent lots south of proposed rezoning are all zoned I-2 General Industrial District. Muchlinski asked if there is a plan for the property. Bill Westerberg with Widseth, of Baxter, MN, said the National Guard wants some parking to store some of their vehicles. Pieper asked if the parking lot would be gravel. Westerberg said at this time he believes it will be gravel. Doom said that tonight we are not here to vote on the use; that we are here to vote on the rezone and if it follows the Comprehensive Plan and makes sense. Muchlinski MADE A MOTION, SECOND BY Stoneberg to close the public hearing. ALL VOTED IN FAVOR OF THE MOTION. Doom MADE A MOTION, SECOND BY Pieper to recommend to City Council as recommended by staff.

4. Gutman advised that the proposed revision is minor and is related to self-storage warehouses or mini storages, defined as units or compartments under 500 SF rented to individuals for storage of personal property on a monthly basis. This use is conditional in a B-3 General Business District. This is an old provision and assumed buildings with rows of individual garage-like units with outside access and drives between buildings. However, the new type of such units was introduced relatively recently – conditioned indoor units with access from the inside of a building, which

--UNAPPROVED --

means a totally different appearance: instead of a row of connected garages it looks like a regular building with main entrance and typical parking area. To reflect this new reality, and facilitate future city development, staff suggest making buildings with indoor units a permitted use, while leaving mini storages with outside access a conditional use. Muchlinski MADE A MOTION, SECOND BY Stoneberg to recommend to City Council as recommended by staff.

5. Chairperson Lee asked for nominations for 2023/2024 officers. Doom nominated Lee for Chairperson, seconded by Muchlinski. ALL VOTED IN FAVOR. Muchlinski nominated Muchlinski for Vice Chairperson; seconded by Pieper. ALL VOTED IN FAVOR.
6. In other business Doom asked why Walmart could have all of those pods with just a chain link fence. Gutman explained that they are temporary for use only during construction. Doom asked to make a recommendation at the next PIT meeting to encourage trucks to go around on the bypass instead of down Main Street (Highway 68). He understands that we can't force them because Main Street is a State Highway, but like Brookings, SD, they have signs posted that state "Truck Bypass" which would encourage them to use the bypass. We have the bypass for a reason. Anderson said that at the next meeting he will bring it up.
7. A MOTION WAS MADE BY Stoneberg, SECOND BY Pieper to adjourn the meeting. ALL VOTED IN FAVOR. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,
Chris DeVos, Recording Secretary

PUBLIC HOUSING COMMISSION
202 N. FIRST STREET
MARSHALL, MN 56258

AGENDA
Open CFP BOARD MEETING
MARSHALL HOUSING COMMISSION
Monday

May 8th, 2023

Community Room

3:30 P.M.

1. Call to Order.
2. Roll Call.
3. Introduce Board Members and Liaison.
4. Go over CFP 23.
5. Open up to crowd for concerns and comments.
6. Adjourn

23-07PUBLIC HOUSING COMMISSION

202 N. FIRST STREET

MARSHALL, MN 56258

May 8th, 2023

3:30 P.M. CFP Annual Meeting

Board Meeting to Follow.

- 1 Call to Order:
- 2 Roll Call:
- 3 Approval of Previous Meeting Minutes: April 10th, 2023
- 4 Reports:
 - A. **Five** Month report for Operating Statement for FY 2023
 - B Accounts Receivable/Payable.
 - C. Occupancy/ Maintenance Report
5. CFP - 2021. Final Documentation has been set in, Final Payment.
2022 – Review Bid Tabulation Sheet.
Approve Resolution # 23-07, Form of Agreement with Lozinski
Construction on CFP 22, Patio Door Replacement.
6. New Business:
 - A. Washer / Dryer Update. Payment.
 - B. Approve Resolution # 23-06, Lieu of Taxes.
 - C. Approve Resolution # 23-08, Civil Rights Certification.
 - D. Approve Resolution # 23-09, Certification of Compliance.
 - E. Approve Resolution # 23-10, CFP Budget, with Line Items.
 - F. Update on Unit Fire.
 - G. Review Bids for Parkview Awnings.
 - H. Address any concerns from Annual Meeting
7. Executive Director Items:
 - A.
8. Commissioner Items:
 - A.
9. Date and Time for Next Regular Meeting, June 12th, 2023. 3:30 p.m.
10. ADJOURN TIME

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

Minutes of the Meeting of
March 13th, 2023

Meeting called to Order: 3:34 P.M. by Chair Reilly.

Members Present: Farrell, Reilly, Rickgarn, Schroeder
Knoben, Knutson

MOTION by Rickgarn, seconded by Reilly, to approve the minutes of the January 9th, 2022 meeting. All voted in favor, Motion passed.

Motion by Knutson, second by Rickgarn to approve the minutes of the February Meeting, 2022 meeting. All voted in favor, Motion passed.

REPORTS:

Two- and Three-Month Operating Statement for FYE 23 was reviewed by the Board. Motion by Knoben, second by Knutson to approve the

Two-month report. All voted in Favor, Motion passed to approve the report. Motion by Reilly, second by Rickgarn to approve the Third month report. All voted in Favor, Motion Passed.

Account Receivable/Payable: Two months of reports were reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 021124 to # 021212 in the amount of \$ 133,287.29 Motion by Knutson, second by Knoben, to approve one set of reports. Motion by Knoben, second by Knutson to approve the second report. All voted in favor of both reports.

Occupancy Report: Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included. Working with Layers on two Evictions.

CFP-2021. Waiting for Final paper work.

2022. Five Year Plan approved by HUD.

Scope of work by Studio E Architects.

Motion by Knoben, second by Rickgarn, to approve Resolution # 23-04, Contract with Studio E for CFP 22 Grant. All voted in Favor, Motion passed.

New Business:

A. Washer /Dryer Update-payment.

B. PHC's Assessment System Scoring Report.

C. Candidate for the PHC Board, from the Family Units.

D. Motion by Knutson to table Resolution # 23-03, for different wording in one paragraph. Second by Reilly. All voted in Favor.

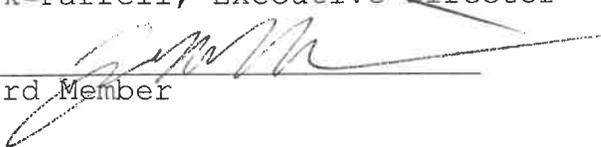
E. The Board reviewed two Lawn Bids. Motion by Knutson, second by Rickgarn to Award Lawn Contract to Teig's Lawn Care for 22 season. All voted in Favor, Motion passed.

F. CFP 23 Annual Meeting set for May 8th at 3:30 p.m.

Next Meeting: **April 10th, 2023 3:30 p.m. Community Room.**

Chairperson Reilly Declared the meeting adjourned at 4:25 p.m.


Mark Farrell, Executive Director


Board Member



MARSHALL

Applicant Name	Location	Description of Work	Valuation	Approved Date.
BRELAND ENTERPRISES INC	603 PAUL ST	Interior Remodeling - ANY Work Inside, Except Fireplace	1,716.00	05/05/2023
BRELAND ENTERPRISES INC	100 FREMONT ST	Interior Remodeling - ANY Work Inside, Except Fireplace	12,168.00	05/15/2023
Chris Moede	1004 MAIN ST W	Building Addition	227,000.00	05/11/2023
DELING CONSTRUCTION LLC	901 2ND ST S, 901 2ND ST S	Doors, Interior Remodeling - ANY Work Inside, Except Fireplace	3,000.00	05/11/2023
ENERGY SAVING SERVICE INC	900 SILVERVINE DR	HVAC - Air Conditioning, [condensing unit only]	3,790.00	05/17/2023
fatima arias vilchez	207 REDWOOD ST W, 207 REDWOOD ST W, 207 REDWOOD ST W, 207 REDWOOD ST W	Doors, Interior Remodeling - ANY Work Inside, Except Fireplace, Re-Siding, Windows	15,000.00	05/15/2023
GROUNDWORKS MINNESOTA LLC	510 CENTRAL AV	Foundation Repair	7,500.00	05/08/2023
GROUNDWORKS MINNESOTA LLC	403 LAWERENCE ST, 403 LAWERENCE ST	Foundation Repair, Interior Remodeling - ANY Work Inside, Except Fireplace	2,300.00	05/08/2023
Heather Willert	503 HIGHWAY 59 N	Building Demolition - Total Building ONLY	4,000.00	05/04/2023
Heather Willert	1306 COLLEGE DR E	Building Demolition - Total Building ONLY	25,000.00	05/11/2023
HERITAGE EXTERIORS & RESTORATI	106 KATHRYN AV	Re-Roofing	10,598.87	05/11/2023
JD PLUMBING AND HEATING	600 MARSHALL ST W	Plumbing - Bathroom remodeling	0.00	05/15/2023
JEFF GLADIS CONSTRUCTION	1101 LYON ST E	Re-Roofing	17,000.00	05/10/2023

Applicant Name	Location	Description of Work	Valuation	Approved Date.
JOHN VERNON CHRISTIANSON	600 MARSHALL ST W, 600 MARSHALL ST W, 600 MARSHALL ST W, 600 MARSHALL ST W, 600 MARSHALL ST W	Accessory Building (Garages, Sheds, Gazebos, etc), Deck, Fence, Interior Remodeling - ANY Work Inside, Except Fireplace, Re-Roofing, Windows	25,000.00	05/11/2023
JOSHUA R & SHERI K STERNKE	1303 FAIRVIEW ST E	Interior Remodeling - ANY Work Inside, Except Fireplace	1,200.00	05/12/2023
LOUISE E & JOYCE M EISCHENS	406 DONITA AV	Re-Siding	1,000.00	05/08/2023
MICHAEL L BOEDIGHEIMER	432 LEGION FIELD RD	Interior Remodeling - ANY Work Inside, Except Fireplace	50,000.00	05/10/2023
MINNESOTA CABINETS INC	1656 THUNDERBIRD RD	Windows	1,475.00	05/08/2023
ROADSIDE DEVELOPERS INC	107 THOMAS AV E	HVAC - Air Conditioning	5,000.00	05/15/2023
ROADSIDE DEVELOPERS INC	502 WINDSTAR ST	HVAC - Air Conditioning, Furnace	8,812.00	05/12/2023
RONALD & BONITA FUNK JT	808 6TH ST N	Deck	500.00	05/05/2023
STEVEN P & BARBARAA SANDQUIST	603 PAUL ST	Interior Remodeling - ANY Work Inside, Except Fireplace	500.00	05/05/2023
SWENSONS P&H INC	219 HILL ST N	Plumbing - Bathroom remodeling	4,500.00	05/16/2023
VANLEEUEWE CONSTRUCTION LLC	1301 ENGLEWOOD RD	Re-Roofing	14,800.00	05/15/2023

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

- 05/23 Interviews for Boards & Commissions, 4:30 PM, City Hall
 - 05/23 Work Session, 5:00 PM, City Hall
 - 05/23 Regular Meeting, 5:30 PM, City Hall
 - 05/23 Work Session, 7:00 PM, City Hall
-

June

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