



CITY OF MARSHALL
City Council Meeting
Agenda

Tuesday, October 10, 2023 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

1. C.C. Ludwig Award Presentation

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider Approval of the Minutes from September 26th

AWARD OF BIDS

3. Snow Removal Services at Tall Grass Liquor and MERIT Center for the 2023/2024 through 2024/2025 Winter Seasons - Consider Award of Proposal

CONSENT AGENDA

4. Consider Removing Special Assessments from City Financial Statements
5. Consider Transferring Funds and Closing Capital Project Fund
6. Consider Approval of a National Highway Safety Grant Agreement
7. Consider Quote for Auditing Services for Year-Ends 2023 and 2024
8. Consider Approval of 2023-2024 Equipment Breakdown Insurance Coverage
9. Consider Approval for a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce
10. Consider Approval for an Off-Sale 3.2% Malt Liquor License for La Tapatia Grocery Store
11. Approve Written Notice of Intent to Terminate Land Use Services Contract Effective December 31, 2023
12. Consider Approval of the Bills and Contract Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

13. Project ST-002-2023: Bituminous Overlay on Various City Streets - Consider Change Order No. 3 (Final) and Acknowledgement of Final Pay Request (No. 3)
14. Project AP-003: Airport Snow Removal Equipment (SRE) Building - Federal Grant Pre-Application
15. Award of Proposal for Professional Services for 2022 Active Transportation (AT) Infrastructure Project
16. Consideration of Development Agreement for Sanitary Sewer Extension to Serve Outlot B of Moose Addition
17. Consider Farm Lease Proposals
18. Use of Airport Lot for Temporary Gravel Storage as Part of Pending Future Development

COUNCIL REPORTS

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

STAFF REPORTS

21. City Administrator
22. Director of Public Works/City Engineer
23. City Attorney

ADMINISTRATIVE REPORTS

24. Administrative Brief

INFORMATION ONLY

25. Building Permits

MEETINGS

26. Upcoming Meetings

ADJOURN

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



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, October 10, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from September 26th
Background Information:	Enclosed are the minutes from the previous meetings.
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 meeting held on September 26th 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, September 26, 2023**

The regular meeting of the Common Council of the City of Marshall was held September 26, 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, Amanda Schroeder, John Alcorn, See Moua-Leske, Steve Meister and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Christina Cruz-Jennings, Assistant City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Sheila Dubs, Human Resource Manager; Karla Drown, Finance Director; Preston Stensrud, Park & Recreation Supervisor; and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

Mayor Brynes requested Item 3. Project ST-034: Intersection Control Evaluation (ICE) for Intersection of Susan Drive and US 59 Frontage Road be moved to new business as there was not an actual bid to award. All members agreed to the agenda change.

Consider Approval of the Minutes from September 12

There were no amendments to the minutes from September 12, 2023.

Motion made by Councilmember Alcorn, Seconded by Councilmember Schroeder. Voting Yea: Mayor Byrnes, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Abstaining: Councilmember Schafer. The motion **Carried. 6-0-1.**

Consider Award of Bids for Rock Salt for Street Department

Jason Anderson announced that five good bid proposals were received for 500 tons of #7 rock salt for the Street Department on September 1, 2023. The low bid was received from Blackstrap, Inc of Neligh, Nebraska in the amount of \$90.24/ton for a total of \$45,120. The 2023 Street Department budget included \$45,000 for the purchase of winter road salt and \$8,500 for sand. It was determined that an order for sand would not be required for this winter season. Councilmember Lozinski asked about the increase in the tonnage of salt compared to previous years. Anderson indicated the Street Department typically orders enough each year to keep availability stable but the winter season last year required more than normal and this order would bring available salt levels back to previous years amounts. Councilmember Meister questioned if there was a way to get a state bid price for salt, Anderson said he would investigate if it was possible.

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to accept the bid of \$90.24/ton of #7 rock salt from Blackstrap, Inc of Neligh, Nebraska. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion Carried. **7-0.**

Approval of the Consent Agenda

There were no requests to remove any items from the consent agenda for further discussion.

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

- Consider Approval of a Raffle Permit for Ducks Unlimited
- Consider Approval of a Raffle Permit for United Way
- Consider Approval for a Temporary On-Sale Liquor License for Marshall Area Chamber of Commerce
- Consider Approval for a Temporary On-Sale Liquor License for SMSU Gameday Roundup vs Moorhead

- Consider Approval for a Temporary On-Sale Liquor License for SMSU Gameday Roundup vs Sioux Falls
- Consider Approval for a Temporary Sunday Liquor License for The Gambler on New Years Eve
- Consider Request of Prairie Home Hospice & Community Care for the Light Up the Night Parade on Friday, November 24, 2023.
- Consider Renewal of the Safety Management Services Agreement with MMUA
- Consider Authorization to Declare Vehicles as Surplus Property
- Declaration of Use Restriction for Independence Park as part of MN DNR Outdoor Recreation Grant
- Consider Approval of the Bills/Project Payments

Project ST-034: Intersection Control Evaluation (ICE) for Intersection of Susan Drive and US 59 Frontage Road – Award of Proposal

Anderson explained that the intersection of Susan Drive just east of US 59/Main Street is an important and busy intersection in our community. The intersection is wide and there are numerous travel lanes designated on each leg of the intersection. The intersection is further troubled by the “free” movements into the intersection coming off Main Street. The City Engineering Department had been interested in seeking proposals from a consulting engineering firm to help analyze the intersection and to perform an Intersection Control Evaluation (ICE). The purpose of the evaluation was to recommend geometric solutions for the intersection that improve traffic flow and safety for all users of the intersection. Staff budgeted \$30,000 for this work in the 2023 engineering budget. At the August 14, 2023 meeting of the Public Improvement/Transportation Committee, City staff received concurrence from the PI/T Committee to seek proposals from engineering consultants to perform an ICE and to offer some design options for geometric improvement at the intersection to help improve traffic flow and safety for all users of the intersection. On September 15th, proposals were received from SEH and Bolton & Menk to perform this work. The proposals were sent to members of the PI/T Committee for review as well. After review and grading, the highest scoring and lowest cost proposal was submitted by Bolton & Menk in the amount of \$33,773.85.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to award the proposal for Project ST-034 to Bolton & Menk in the amount of \$33,773.85. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion Carried. **6-1.**

Tree City, Emerald Ash Borer Plan, Grant Updates

Preston Stensrud, Park & Recreation Supervisor, gave a update on the \$329,080.00 ReLeaf grant through the MN DNR that the Parks Department had applied for. The City of Marshall qualifies for a “Tree City” designation by the Arbor Day Foundation. To obtain this designation four criteria must be met which include: Spending \$2 per capita on tree care/maintenance, having a department dedicated to tree upkeep, ordinances regarding trees, and a proclamation from the Mayor declaring the last day in April as Arbor Day within the City of Marshall. Stensrud informed the council that certified applicators are in Marshall that can apply Arbormectin or emamectin benzoate to trees with would protect them for about 2 years before reapplication would be needed. The applications would need to be done for the entire life of the tree to prevent Emerald Ash Borer. The primary purpose of the grant money would be for removal of Ash Trees and the city would replace the removed tree with two of a different species. If a homeowner only wanted to receive one tree the additional tree would be planted somewhere on public property. The grant money would also reimburse those who wish to become tree inspectors and to purchase additional tree watering bags. Stensrud was also working on an additional grant that would be strictly for the removal of trees in public spaces. The plan was to remove 75 trees and have them replaced with 200 trees.

Consider Amendments to the Personnel Policy Manual

Sheila Dubs, Human Resource Manager explained the proposed amendments to the Personnel Policy Manual. There were three categories of amendments: new Minnesota laws, recommended amendments, and technical amendments. For new Minnesota laws the policy changed section 1.9 Reasonable Break Time for Nursing Mothers; 7.6 Pregnancy and Parenting Leave; 7.7 School Conference/Activity Leave; 7.16 Bone Marrow and Organ Donation Leave; 7.17

Elections/Voting; and Chapter 10 Drug Free Workplace. Dubs recommended that 7.2 Vacation Leave; 7.5 Funeral/Bereavement Leave; and 8.6 Use of City-owned vehicles be amended. Dubs also recommended minor (technical) amendments to 5.1 Direct Deposit; 5.7 Overtime/Compensatory Time; 5.10 Exempt Employees; 6.1 Eligibility; 6.2 Group Health and Welfare; 6.5 Public Employees Retirement Fund; 6.7 Workers Compensation Insurance; 6.8 Disability Insurance; 7.0 Leave Policies; 7.3 Vacation Donation; 7.11 Leave of Absence without Pay; 8.4 Clothing Allowance; 8.18 Social Media; 9.1 Workplace Accidents, Injuries, and Illnesses; 11.5 Travel Advances; and 12.5 Employee Responsibilities. The Personnel Committee did not find any issues with the revisions and recommended that it go to council.

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

Project ST-004: Halbur Road Reconstruction Project - Consider Change Order No. 6 (Final) and Acknowledgement of Final Pay Request (No. 7)

The project consisted of reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33); sanitary sewer and storm sewer were replaced, and the bituminous road surface was replaced with a new concrete surface. The items on Change Order No. 6 (Final Reconciling Change Order) for the project are the result of final measurements and changes in item quantities during construction. All work had been completed in accordance with the specifications. The Final Pay Request (No. 7) was the amount of \$11,227.07. Change Order No. 6 (Final) resulted in a contract decrease in the amount of \$46,776.17 and the final contract amount was \$1,122,707.21. The original contract amount was \$1,142,009.72, a total contract net decrease of \$19,302.51.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to approve change order number six and acknowledge final pay request number seven. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion Carried. **7-0.**

Consider Approval of 2023-2024 Property/Casualty and Liability Insurance

Karla Drown, Finance Director, informed the council that the insurance renewal covers the City, Marshall Municipal Utilities, and the Marshall Lyon County Library. Staff accounted for a 5% increase in the LMCIT coverage for 2024 under the guidance of North Risk Partners and the increase ended up being 9%. Under the LMCIT coverage staff recommended to increase the deductible structure to \$50,000 per occurrence/\$100,000 Aggregate/\$1,000 Maintenance from \$25,000 per occurrence/\$50,000 Aggregate/\$2500 Maintenance. Coverage for Equipment Breakdown through Cincinnati Insurance was locked in for one more year at \$58,491. Staff recommended to add six additional locations to this coverage. Staff was waiting on Cincinnati Insurance to provide an updated premium with the six additional locations, the premium of \$73,857 as recommended by Cincinnati Insurance was for 51 extra locations. The hope is that the six additional locations will be a little bit higher than the \$58,491 that the city is currently paying. Joe Larson from North Risk Partners answered a question posed by Councilmember Meister regarding location coverage. Larson explained that City Staff and North Risk Partners reviewed key locations that were not being covered such as the Liquor Store. Councilmember Schafer expressed concerns about increasing the deductible amounts and if something were to happen how department budgets would be impacted. E.J. Moberg, Director of Administrative Services mentioned that there was an insurance fund with a small amount set aside to cover emergencies. Moberg also mentioned that staff reviewed the 10-year history and staff believed the increase would be more than adequate.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schafer to approve the LMCIT and Illinois Casualty Coverage recommendations. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion Carried. **7-0.**

Marshall Aquatic Center Update, 2023 Local Option Sales Tax Report

City Administrator Hanson presented the Local Option Sales Tax analysis from the University of Minnesota Extension Office. The analysis looked at the per capita sales in Minnesota, the population of Marshall and an Index of Income. The data revealed that roughly 6,400 workers come into Marshall and about 2,200 residents work outside of city limits. The study noted that most people tend to spend money where they work. The U of M also forecasted sales tax revenue if the vote passes to be in the \$1.8million – \$2.1million range per year. The largest highlight from the analysis revealed that 65% of sales tax proceeds were paid by non-residents and 35% were paid by residents of Marshall with much of spending in building materials, general merchandise, and eating/drinking establishments. Hanson noted that in 2012 similar data was found that 60% of residents paid for sales tax which has dramatically changed as Marshall has become more of a regional hub for Southwest Minnesota.

Commission/Board Liaison Reports

- | | |
|------------|---|
| Brynes | The SRDC held their monthly meeting in Lakefield and are fully staffed. |
| Schafer | Personnel Committee discussed the policy amendments that were passed during the September 26 council meeting. The Public Improvement and Transportation Committee had a good discussion on proposed bike trails along East Lyon Street. |
| Meister | No report. |
| Schroeder | EDA: Revitalization grants are still being considered. The EDA was also looking into options for the development of the hotel near the Red Baron Arena. There was also talk about a new daycare center possibly in the works. |
| Alcorn | No report. |
| Moua-Leske | The CVB received an Aquatic Center update from Preston Stensrud. |
| Lozinski | No report. |

Councilmember Individual Items

Councilmember Schafer shared about the passing of Dave Smiglewski who served as Granit Falls mayor since 1996.

City Administrator

Staff will be doing a coffee conversation hour regarding the Aquatic Center. Staff will also be participating in the SMSU Homecoming Parade. Hanson attended the League of Minnesota Cities Board Members meeting. Hanson and Lauren Deutz reached out to Woodcrest Capital and still believe that Marshall's is still coming to Marshall.

Director of Public Works/City Engineer

Construction projects are very close to completion.

City Attorney

No report.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjourn

At 6:32 PM Motion made by Councilmember Alcorn, Seconded by Councilmember Lozinski to adjourn the meeting.
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder,
Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, October 10, 2023
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Snow Removal Services at Tall Grass Liquor and MERIT Center for the 2023/2024 through 2024/2025 Winter Seasons - Consider Award of Proposal
Background Information:	Proposals were received for Snow Removal Services at Tall Grass Liquor and the MERIT Center on October 5, 2023. One was received from Action Company, LLC of Marshall, Minnesota, as shown on the attached bid tabulation.
Fiscal Impact:	These services will be funded from the Liquor Store Fund #609 and the MERIT Center Fund #455.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council award the proposal for Snow Removal Services at Tall Grass Liquor and MERIT Center to Action Company, LLC of Marshall, Minnesota for the 2023/2024 through 2024/2025 winter seasons at a rate of \$175.00/occurrence for Tall Grass Liquor and a rate of \$450.00/occurrence for the MERIT Center, contingent upon successful execution of the attached "Snow Removal Agreement".

**SNOW REMOVAL AGREEMENT
2023/2024 AND 2024/2025 SNOW SEASON**

THIS SNOW REMOVAL AGREEMENT (“**Agreement**”) is made as of the 10th day of October, 2023 by and between the City of Marshall, a Minnesota municipal corporation (“**City**”) and Action Company, LLC, a Minnesota limited liability company (“**Contractor**”). The City and the Contractor may hereinafter be referred to individually as a “part” or collectively as the “parties.”

RECITALS

- A. The City is in need of snow removal services at the Tall Grass Liquor Store, 1410 Boyer Drive, and the MERIT Center, 1001 West Erie Road, both of which are City properties (“**Services**”).
- B. The City prepared a request for proposals that outlined the requested Services, which is attached hereto as Exhibit A (“**Specifications**”).
- C. The Contractor submitted a proposal to provide the requested Services, which is attached hereto as Exhibit B (“**Contractor’s Proposal**”).
- D. The parties desire to have the Contractor provide the City the requested Services in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual agreements and obligations set out herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. **Services.** The Contractor agrees to provide the City Services in accordance with the terms and conditions of this Agreement. The Services shall comply with the details set out in the Specifications and the following:
 - (a) The MERIT Center site must be free and clear of snow prior to 7:00 a.m. Monday through Saturday.
 - (b) The Tall Grass Liquor site must be free and clear of snow prior to 7:00 a.m. every day, except Thanksgiving Day, Christmas Day, and Easter Sunday.

The Contractor understands and agrees that if the City reasonably deems any of the Services to be unsatisfactory, the Contractor shall be required to correct the problem to the City’s satisfaction without the City needing to pay any additional compensation.

- 2. **Contractor Representations.** The Contractor represents and warrants to the City, as inducement for the City to enter into this Agreement, the following:
 - (a) Scope Understood. Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the conformations, character, quality and quantity of the work and all other matters which can in any way effect the Services to be provided under this Agreement.

(b) Personnel and Equipment. Contractor has and can supply the appropriate equipment and properly trained, experienced, and licensed equipment operators to provide the Services in a timely manner consistent with the terms of this Agreement. The Contractor shall be responsible for properly maintaining and ensuring the continued functioning of its equipment and for maintaining a sufficient number of adequately trained and experienced personnel needed to operate it. The City is in no way responsible for any equipment failures, breakdowns, accidents, or personnel issues the Contractor may encounter in providing Services.

3. **Payment**. The City agrees to pay the Contractor the rates indicated in the Contractor's Proposal attached hereto as Exhibit B. Payment shall be made no more frequently than once a month. The City is not required to pay any additional amounts for the Contractor to provide the Services. The Contractor shall provide the City with detailed invoices which show the per hour, per equipment and separate costs between removing, loading, and hauling snow. The City will pay all uncontested invoices in the same manner as other claims submitted to the City and in accordance with state law.

4. **Insurance**. Before the Contractor is permitted to provide the Services, the Contractor shall obtain and keep in full force for the duration of this Agreement the insurance coverages set out in this section. The required insurance policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Agreement. To the extent the City allows the Contractor to use a subcontractor, the Contractor is responsible for ensuring the subcontractor has at least the same types and limits of coverage. The insurance requirements may be met through any combination of primary and umbrella or excess insurance.

(a) Workers' Compensation. The Contractor shall maintain workers' compensation insurance to the extent and limits required by Minnesota law. Such policy shall include employers' liability coverage in an amount of no less than \$500,000.

(b) Commercial General Liability. The Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,500,000 per occurrence. The CGL insurance shall cover, without limitation, liability arising from public liability, personal injury, accidental death, property damage, and contractually assumed liability covering obligations assumed under this Agreement. The City shall be named as an additional insured on the policy and the policy shall contain a waiver of subrogation as to the City. Before commencement of work, the Contractor shall provide to the City a Certificate of Insurance acceptable to the City. The certificate and the required insurance policy shall contain a provision that the coverage afforded under the contract will not be cancelled or permitted to expire until at least 30 days written notice has been given to the City.

(c) Automobile Liability. The Contractor shall maintain automobile liability insurance on all self-propelled vehicles used in connection with the performance of this contract, whether owned, non-owned or hired with a combined single limit of not less than \$1,500,000 each accident. Before commencement of work, the Contractor shall provide to the City a Certificate of Insurance acceptable to the City. The certificate and the required insurance policy shall contain a provision that the coverage afforded under the contract will not be cancelled or permitted to expire until at least 30 days written notice has been given to the City.

5. **Indemnification.** The Contractor shall (and shall cause any subcontractor to) defend, indemnify and save harmless the City, its officers, elected officials, employees and agents from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature, including those based upon negligence or strict liability in tort, and including those brought for property damage, bodily injury or death, by reason of any act or omission by the Contractor, its subcontractors, agents, employees, or anyone else it controls or exercises control over, in the performance of the work or otherwise arising out of or relating to the Contractor's work or performance under this Agreement. The Contractor understands and agrees that the obligation to indemnify the City under this Agreement is not limited or affected by the amount of insurance obtained and carried by Contractor in connection with this Agreement. This obligation of the Contractor to indemnify the City shall survive termination of this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, chapter 466 or otherwise.
6. **Subcontractors.** The Contractor shall not use any subcontractors to provide the Services unless the City first agrees in writing to allow the use of a specific subcontractor. If the Contractor uses a subcontractor, pursuant to Minnesota Statutes, section 471.425, subdivision 4a, the Contractor must pay any subcontractors within 10 days of the Contractor's receipt of payment from the City for undisputed Services provided by the subcontractor. Any undisputed amounts not paid to a subcontractor within 10 days shall be subject to, and the Contractor shall pay, interest of 1-1/2 percent per month. The minimum monthly interest penalty the Contractor shall pay for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
7. **Independent Contractor.** All services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other persons engaged by the Contractor in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the City. The Contractor, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.
8. **Term and Termination.** The term of this Agreement shall commence upon execution and end following the final snow event in the Spring of 2025. The foregoing notwithstanding, in the event of willful failure or neglect by the Contractor or its employees or agents to comply with the prescribed terms and conditions contained in the Agreement, or any applicable laws, ordinances, restrictions and regulations, or if Contractor fails to perform Services under this Agreement to the satisfaction of the City, the City may, in its sole discretion, terminate this Agreement upon delivery of at least 15 days' written notice of termination to the Contractor.
9. **Notices.** All notices required to be given by either party pursuant to this Agreement shall be in writing and sent to the other party at the following addresses:

To the City: City of Marshall
Attn: Director of Public Works Jason R. Anderson, P.E.
344 W Main St
Marshall, MN 56258

To the Contractor: Action Company LLC
1105 Lake Rd
Marshall, MN 56258

All notices shall be deemed received when delivered, if hand-delivered, or three business days after deposit with the United States Postal Service, postage prepaid. Notices by telefax or email alone are not sufficient. The addresses for notices may be changed by the parties from time to time by delivery of written notice to the other party as provided herein.

10. **Entire Agreement.** It is understood that this Agreement, including the recitals and exhibits which are incorporated herein, contains the entire Agreement between the City and the Contractor and that no statement, promise or inducement made by any party hereto, or officer, agent or employee of either party hereto, which is not contained in this written Agreement shall be valid and binding. This Agreement may not be amended, modified, or altered except in writing signed by the parties and endorsed hereon. Furthermore, failure of the City to strictly enforce the provisions of this Agreement shall not be considered a waiver of either its right to require Contractor to strictly comply, or the Contractor's obligation to strictly comply, with all of the terms, conditions, and requirements of this Agreement.
11. **Headings and Captions.** The headings and captions of sections and paragraphs are for purposes of convenience of reference only and shall not be used to construe the meaning of any provision contained in this Agreement.
12. **Validity; Severability.** The provisions of this Agreement are severable. If any provision or provisions of this Agreement shall be held to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
13. **Equal Opportunity.** In performing this Agreement, the Contractor will ensure that no person was or is excluded from full employment rights or participation in or the benefits of any program, service or activity on the ground of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status or national origin; no person who is protected by applicable federal or state laws, rules or regulations against discrimination otherwise has been or will be subjected to discrimination.
14. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
15. **Data Practices.** Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests.
16. **Audit.** The Contractor must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and

accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.

- 17. **Waiver.** Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- 18. **No Assignment.** Except as expressly allowed herein, this Agreement may not be assigned by either party without the written consent of the other party.
- 19. **Compliance with Laws.** The Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances, and regulations in effect as of the date the Contractor agrees to provide the applicable Services.
- 20. **Applicable Law.** This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.
- 21. **City Obligations.** All covenants, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.
- 22. **Time is of the Essence.** Time is of the essence with respect to each provision of the Agreement.
- 23. **Conflict of Interest.** Contractor agrees that it will not, during the term of this Agreement, enter into a contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.

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

Action Company LLC

City of Marshall, Minnesota

By _____

By _____
Robert Byrnes, Mayor

Printed Name _____

By _____
Steven Anderson, Clerk

Its _____

Date _____

Date _____

EXHIBIT A



**CITY OF
MARSHALL, MINNESOTA**

SPECIFICATION AND PROPOSAL DOCUMENTS

FOR

SNOW REMOVAL SERVICES

FOR

MERIT CENTER AND TALL GRASS LIQUOR STORE

Proposals to be Received:
Thursday, October 5, 2023 - 10:00 A.M.

CONTACT:
DIRECTOR OF PUBLIC WORKS
JASON R. ANDERSON, P.E.
OFFICE: 507-537-8773 / CELL: 507-828-7107
E-MAIL: jason.anderson@ci.marshall.mn.us

REQUEST FOR PROPOSALS
MARSHALL, MINNESOTA

TO WHOM IT MAY CONCERN:

The City of Marshall, Minnesota, will receive proposals in the Council Chambers of City Hall located at 344 West Main Street until 10:00 A.M., on Thursday, October 5, 2023, for the following:

SNOW REMOVAL SERVICES
FOR
MERIT CENTER AND TALL GRASS LIQUOR STORE

Immediately following expiration of the time for receiving proposals, the City Clerk and Director of Public Works will publicly open proposals in the Council Chambers of the Municipal Building at 344 West Main Street.

Proposals shall be directed to the City Clerk, securely sealed and endorsed upon the outside wrapper must be marked "City of Marshall Snow Removal Services Proposal".

The City Council reserves the right to reject any or all proposals, to waive any informalities, and to accept the proposal or proposals that are in the best interest of the City. The City Council reserves the right to award each location to a different contractor.

Specifications are on file at the Office of the Director of Public Works, and vendors who desire specifications may secure them from the Director of Public Works.

No proposal may be withdrawn for at least 30 days after the scheduled closing time for the receipt of proposals.

Dated this 26th of September, 2023
Steven Anderson, City Clerk

Published in the Marshall Independent: September 26 & October 3, 2023
Published on the City of Marshall Website/Social Media: September 26-October 5, 2023

PROPOSAL
Marshall, Minnesota
October 5, 2023

TO THE HONORABLE MAYOR AND THE COMMON COUNCIL

The undersigned being familiar with all requirements and conditions hereby proposes to provide SNOW REMOVAL SERVICES FOR MERIT CENTER AND TALL GRASS LIQUOR STORE for the 2023/2024 through 2024/2025 winter seasons in accordance with the Project Scope attached hereto for the following price:

Name of Company _____

Number of years that you have provided this type of service _____

TALL GRASS LIQUOR

Price to remove snow per occurrence:

1. Hourly Cost for Snow Removal \$ _____

2. Expected Number of Hours to Complete Snow Removal X _____

TOTAL (Cost x Hours) \$ _____

MERIT CENTER (South of CSAH 33)

Price to remove snow per occurrence:

1. Hourly Cost for Snow Removal \$ _____

2. Expected Number of Hours to Complete Snow Removal X _____

TOTAL (Cost x Hours) \$ _____

The Contractor shall furnish all labor, fuel, tools, equipment, materials, supervision and supplies necessary to complete the work. The Contractor shall maintain all tools, equipment and supplies in a safe working condition.

In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals, to waive any informalities, and to accept the proposal or proposals that are in the best interest of the City. This includes awarding each location to a different contractor.

OFFICIAL ADDRESS	Respectfully Submitted,
Company Name _____	Signature _____
Address _____	Printed Name _____
City, State ZIP _____	
Phone/FAX _____	
E-mail Address _____	

PROJECT SCOPE
SNOW REMOVAL SERVICES
FOR
MERIT CENTER AND TALL GRASS LIQUOR STORE
CITY OF MARSHALL, MINNESOTA

- Snow removal shall commence automatically once snow accumulation has reached or is anticipated to reach two inches (2") or more without additional notification by the City of Marshall.
- The City reserves the right to instruct the Contractor to not remove snow for any specific snow event.
- Contractor to remove snow to ensure a safe means of travel to and from the buildings including entrances, driving lanes, sidewalks, steps, fire lanes, parking spaces, handicapped parking spaces, loading dock, and fire hydrant accessibility.
- Snow removal areas shall be as shown on the attached site maps.
- The MERIT Center site must be free and clear of snow prior to 7:00 a.m. Monday through Saturday.
- The Tall Grass Liquor site must be free and clear of snow prior to 7:00 a.m. every day, except Thanksgiving Day, Christmas Day, and Easter Sunday.
- Additional snow removal at each site shall be by request and at the rate shown in accordance with the Proposal.
- Proposals must be firm and guaranteed for both the 2023/2024 and 2024/2025 winter seasons. The 2023/2024 winter season begins upon notice of proposal award in October 2023 and the 2024/2025 winter season ends following the final snow event in the Spring of 2025.
- Each contractor shall file a valid certificate of insurance at the beginning of each season naming the City of Marshall as an Additional Insured. Minimum amount shall be \$1,500,000 in liability and property damage.
- Each contractor will agree to replace or repair anything damaged as a result of snow removal. This includes, but is not limited to, turf, sprinklers in all grassy areas, shrubbery, trees, benches, fences, and curbs. All repairs must be completed by no later than May 31 of each season and must meet the approval of the City of Marshall Director of Public Works.
- Unsatisfactory service, as determined by the Director of Public Works, may result in immediate termination of the Proposal.
- Contractor must notify the Director of Public Works of any hazardous conditions that may exist.
- A Contract shall be considered by the Marshall City Council based upon a recommendation from staff regarding the most responsible responder. The Contractor shall cooperate with staff in providing the required and enforce certificate of insurance, bond or escrow, and or other information requested.
- It is understood by the Contractor that the ordering and storing of salt, if any, shall be their responsibility, and that no salt will be stored on City Property unless authorized in advance by the City Administrator.

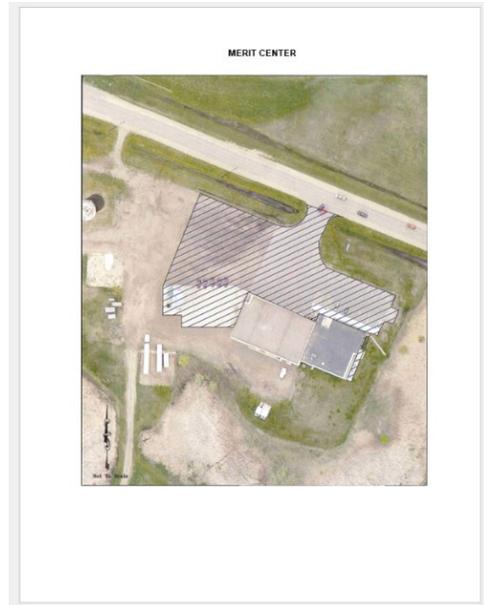


EXHIBIT B

PROPOSAL

Marshall, Minnesota
October 5, 2023

TO THE HONORABLE MAYOR AND THE COMMON COUNCIL

The undersigned being familiar with all requirements and conditions hereby proposes to provide **SNOW REMOVAL SERVICES FOR MERIT CENTER AND TALL GRASS LIQUOR STORE** for the 2023/2024 through 2024/2025 winter seasons in accordance with the Project Scope attached hereto for the following price:

Name of Company Action Company LLC

Number of years that you have provided this type of service 12

TALL GRASS LIQUOR

Price to remove snow per occurrence:

1. Hourly Cost for Snow Removal \$ 350.00

2. Expected Number of Hours to Complete Snow Removal X .5

TOTAL (Cost x Hours) \$ 175.00

MERIT CENTER (South of CSAH 33)

Price to remove snow per occurrence:

1. Hourly Cost for Snow Removal \$ 450.00

2. Expected Number of Hours to Complete Snow Removal X 1

TOTAL (Cost x Hours) \$ 450.00

The Contractor shall furnish all labor, fuel, tools, equipment, materials, supervision and supplies necessary to complete the work. The Contractor shall maintain all tools, equipment and supplies in a safe working condition.

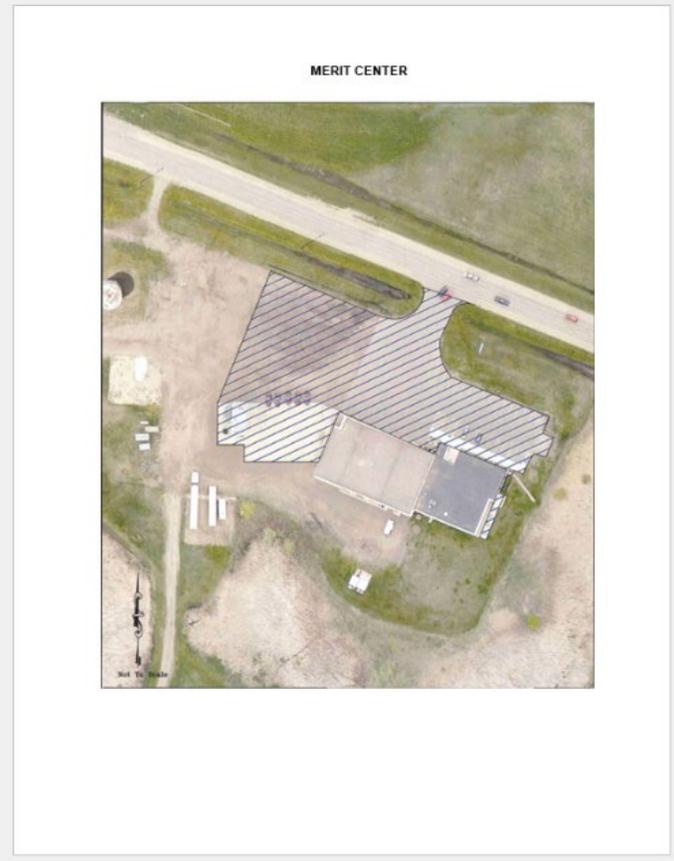
In submitting this proposal, it is understood that the right is reserved by the City to reject any or all proposals, to waive any informalities, and to accept the proposal or proposals that are in the best interest of the City. This includes awarding each location to a different contractor.

OFFICIAL ADDRESS

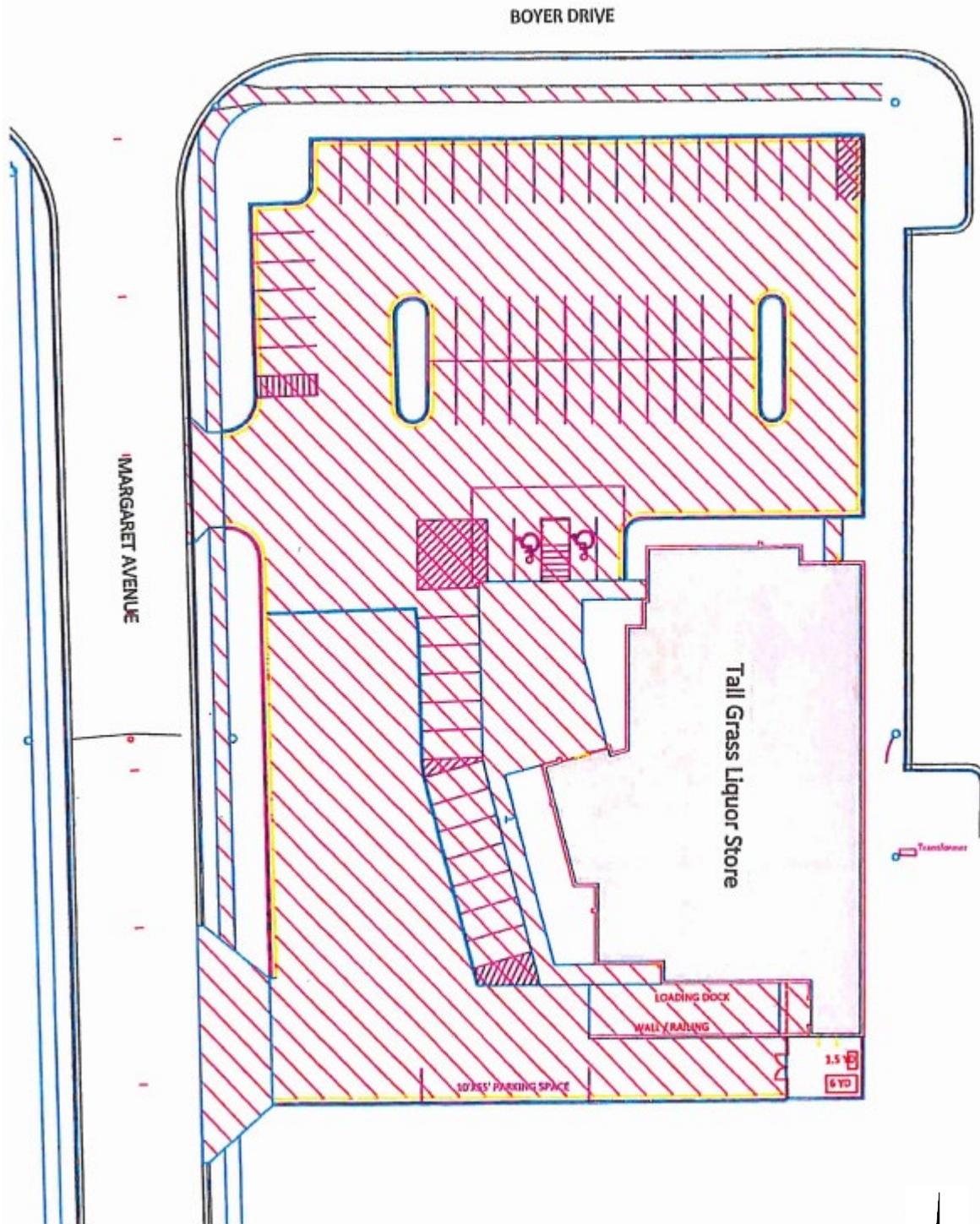
Action Company LLC
Company Name
1105 Lake Rd
Address
Marshall, MN 56258
City, State ZIP
501-829-7414
Phone/FAX
Jim@actioncompanyllc.com
E-mail Address

Respectfully Submitted,
[Signature]
Signature
Jim Swenson
Printed Name

- PROJECT SCOPE
SNOW REMOVAL SERVICES
FOR
MERIT CENTER AND TALL GRASS LIQUOR STORE
CITY OF MARSHALL, MINNESOTA**
1. Snow removal shall commence automatically once snow accumulation has reached or is anticipated to reach two inches (2") or more without additional notification by the City of Marshall.
 2. The City reserves the right to instruct the Contractor to not remove snow for any specific snow event.
 3. Contractor to remove snow to ensure a safe means of travel to and from the buildings including entrances, driving lanes, sidewalks, steps, fire lanes, parking spaces, handicapped parking spaces, loading dock, and fire hydrant accessibility.
 4. Snow removal areas shall be as shown on the attached site maps.
 5. The MERIT Center site must be free and clear of snow prior to 7:00 a.m. Monday through Saturday.
 6. The Tall Grass Liquor site must be free and clear of snow prior to 7:00 a.m. every day, except Thanksgiving Day, Christmas Day, and Easter Sunday.
 7. Additional snow removal at each site shall be by request and at the rate shown in accordance with the Proposal.
 8. Proposals must be firm and guaranteed for both the 2023/2024 and 2024/2025 winter seasons. The 2023/2024 winter season begins upon notice of proposal award in October 2023 and the 2024/2025 winter season ends following the final snow event in the Spring of 2025.
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 10. Each contractor will agree to replace or repair anything damaged as a result of snow removal. This includes, but is not limited to, turf, sprinklers in all grassy areas, shrubbery, trees, benches, fences, and curbs. All repairs must be completed by no later than May 31 of each season and must meet the approval of the City of Marshall Director of Public Works.
 11. Unsatisfactory service, as determined by the Director of Public Works, may result in immediate termination of the Proposal.
 12. Contractor must notify the Director of Public Works of any hazardous conditions that may exist.
 13. A Contract shall be considered by the Marshall City Council based upon a recommendation from staff regarding the most responsible responder. The Contractor shall cooperate with staff in providing the required and enforce certificate of insurance, bond or escrow, and or other information requested.
 14. It is understood by the Contractor that the ordering and storing of salt, if any, shall be their responsibility, and that no salt will be stored on City Property unless authorized in advance by the City Administrator.



TALL GRASS LIQUOR



Not To Scale

MERIT CENTER



**BID TABULATION
SNOW REMOVAL SERVICES FOR
TALL GRASS LIQUOR AND MERIT CENTER
2023/2024 AND 2024/2025 WINTER SEASONS
MARSHALL, MINNESOTA**

DATE: Tuesday, October 5, 2023

TIME: 10:00 AM (Local Time)

BIDDER	BID AMOUNT						COMMENTS
	TALL GRASS LIQUOR			MERIT CENTER			
	\$/Hour	Hours	Total	\$/Hour	Hours	Total	
Action Company, LLC 301 S. Highway 23; Marshall, MN 56258 507-532-9649 jim@yourwaytofun.com	\$350.00	0.5	\$175.00/occurrence	\$450.00	1.0	\$450.00/occurrence	
D&G Excavating, Inc. 2324 Co. Rd. 30; Marshall, MN 56258 507-532-2334 kris@dandgexcavating.com							
Andrew DeSaer 2309 State Hwy 19; Marshall, MN 56258 507-829-1658 adesaer@gmail.com							
Hisken Construction, Inc. 213 Athens Ave Marshall, MN 56258 507-829-5038 hiskencon@iw.net							
Tom Percy PO Box 835 Marshall, MN 56258 507-828-0122 marshallgambler@gmail.com							

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, October 10, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider removing special assessments from City financial statements
Background Information:	<p>Adopted assessment rolls by resolution are reported on the City's financial statements as receivables and certified to the County Auditor/Treasurers Office.</p> <p>The following are reasons staff requests the attached assessments be removed from the city's financial statements.</p> <ul style="list-style-type: none"> • Assessments shown are not currently certified with the County Auditor/Treasurers Office. • No resolution adopting assessment roll. • Property has been sold and assessment wasn't certified with the closing title company for payment during the process of the sale. • The assessment is a city cost to the project by Surface Water. • The City currently owns a property with assessment. <p>Removing a total of \$25,860.05 in special assessments from the City's financial statements is described in the attachment.</p>
Fiscal Impact:	Reduces the receivables on the financial statements, more accurately showing collectable amount owed to the city.
Alternative/Variations:	
Recommendations:	Approve removing special assessments, totaling \$25,860.05 from the City's financial statements.

Name	Address	ADDITION	Parcel	Year	Original Asmt Amount	2023 Payoff	Reason for removing from City Financials	Notes
CATOOR, GREG	N BRUCE STREET	NON AG NO 4 (D)	27-5991000	1987	512.75	512.75	Property sold in 2022 not indicating assessment due	
DOOM, JAMES	E COLLEGE DR	SPEC AG (D)	27-8190211	1989	6,552.36	6,552.36	No resolution	
DOOM, JAMES	E COLLEGE DR	SPEC AG (D)	27-8190211	1989	6,653.17	6,653.17	No resolution	
	314 E LYON ST	HOBERTS (D)	27-3460070	1992	4,578.41	4,578.41	Multiple sales since assessment date	
HINCKLEY	W SOUTHVIEW CT	SOUTHVIEW 3RD FORF	27-8140011	1992	455.46	455.46	Property sold in 2017 not indicating assessment due	
HINCKLEY	W SOUTHVIEW CT	SOUTHVIEW 3RD FORF	27-8140011	1993	3,255.89	3,255.89	Property sold in 2017 not indicating assessment due	
STATE OF MN - c/o LYON CO. AUDITORS	SOUTH A ST	AUDITORS PLAT 4	27-1140040	1995	160.62	160.62	Property now city owned	Res. #1839
SWMU (Surface Water Management Utility)				2009	3,651.39	3,651.39	city cost of project is not certified with county	Res. #3253
	604 W LYON ST	AUDITOR'S PLAT 1	27-1110200	2012	4,533.57	40.00	Amount certified for 2018 sale was incorrect and has been sold again 8/2022	
						25,860.05		

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, October 10, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider transferring funds and closing Capital Project Fund 475
Background Information:	<p>Capital Project Fund 475 was created for the 2018 projects. Bonding proceeds were deposited into the fund and all projects have been completed and paid for in full.</p> <p>Debt Service Fund 375 was created to pay principal and interest for the 2018A bonding as it relates to the 2018 projects.</p> <p>Staff are recommending transferring any remaining cash from Fund 475 to Fund 375 and closing Fund 475.</p>
Fiscal Impact:	Cash remaining will provide additional resource of paying the debt service.
Alternative/ Variations:	
Recommendations:	Approve Resolution transferring funds and closing Fund 475.

RESOLUTION NUMBER 23-066

RESOLUTION AUTHORIZING TRANSFER OF FUNDS AND CLOSURE OF CAPITAL PROJECT FUND 475

WHEREAS, the City Council of the City of Marshall, Minnesota does authorize issuance of General Obligation Bonds to finance infrastructure projects within the City; and

WHEREAS, the City of Marshall has established Debt Service Fund 375 to pay principal and interest due on issuance of General Obligation Improvement Bonds Series 2018A; and

WHEREAS, the proceeds from the sale of bonds were to finance various street improvement projects, various street reconstruction and relating utility projects; various infrastructure improvements related to the Southwest Minnesota Regional Airport, improvements to the park located within the City, capital improvements to a parking lot for the City's street department facility and various utility improvements; and

WHEREAS, the proceeds from the sale of bonds were deposited into the Capital Project Fund 475; and

WHEREAS, the "Projects" have been completed and all contracts have been paid in full;

NOW THEREFORE, BE IT RESOLVED:

1. That the balance remaining in Capital Project Fund 475 be transferred to Debt Service Fund 375; and
2. That Capital Project Fund 475 be closed.

Passed and adopted by the Common Council this 10th day of October 2023.

Robert J. Byrnes
Mayor of the City of Marshall

ATTEST:

Steven Anderson
City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 10, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	National Highway Safety Grant
Background Information:	<p>The Minnesota Department of Public Safety, Office of Traffic Safety (OTS) has partnered with law enforcement agencies to conduct well publicized safety enforcement programs. The Marshall Police Department has participated in the Toward Zero Death (TZD) program in past years through the OTS. The 2024 enforcement campaign is focused on impaired driving, speed enforcement and distracted driving.</p> <p>The National Highway Safety Administration provided federal funding to the OTS to design and implement public education and traffic enforcement programs, like the TZD program, with a goal of zero road fatalities.</p> <p>The Marshall Police Department will act as the fiscal agent for 8 other local agencies and compile information from other partner agencies and submit activity reports to the OTS. The total amount of the grant award available to the participating agencies is \$30,800.00 with an equipment match of \$1,500.00.</p>
Fiscal Impact:	None – All grant funded
Recommendations:	Approve the Marshall Police Department’s participation in the Toward Zero Death (TZD) program and serve as the fiscal grant agent for partnering agencies.

RESOLUTION NUMBER 23-067

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

WHEREAS, the City of Marshall on behalf of its Police Department desires to enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety enforcement projects during the period from October 1, 2023 through September 30, 2024.

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

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

Passed and adopted by the Common Council of Marshall on this 10th day of October 2023.

The Common Council

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, October 10, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider quote for auditing services for year-ends 2023 and 2024
Background Information:	<p>The initial 4-year agreement for auditing services from BerganKDV was completed upon issuance of the audited 2022 financial statements.</p> <p>Finance staff have been in communication with BerganKDV since this summer about obtaining a quote for service of future years.</p> <p>The proposal received is for \$40,900 for year-end 2023 and \$44,900 for year-end 2024, with an additional \$4,000 to \$6,000 per major federal program if a Single Audit is also required.</p> <p>BerganKDV became the City’s auditors starting with year-end 2019.</p>
Fiscal Impact:	<p>For comparative purposes, amounts paid for 2019 through 2022 were:</p> <p>2019 \$34,200 (included Single Audit) 2020 \$35,170 (included Single Audit) 2021 \$36,170 (included Single Audit) 2022 \$35,200</p>
Alternative/ Variations:	No alternative action recommended
Recommendations:	Accept the proposal from BerganKDV for audits of years 2023 and 2024.

August 3, 2023

Honorable Mayor and City Council
Attn: E.J. Moberg, Director of Administrative Services
City of Marshall
344 W. Main Street
Marshall, MN 56258

Dear Honorable Mayor and City Council:

Thank you for the opportunity to provide auditing services (including Single Audit, as necessary) to the City for the next two years. Our quote is as follows:

For the year ending December 31:
2023 - \$40,900
2024 - \$44,900

Fees for the Single Audit, if required, will be \$4,000 - \$6,000 per major federal program.

We appreciate the opportunity to continue to work with the City. If this quote meets the City's needs, please sign and return this letter by e-mail or mail. We will then follow up with an engagement letter.

Sincerely,

Nancy M. Schulzetenberg, CPA

This letter correctly sets for the understanding of the City of Marshall, Minnesota.

By: _____

Title: _____

Date: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, October 10, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of 2023-2024 Equipment Breakout (Boiler) Insurance
Background Information:	<p>The annual renewal covers the City, MMU and Marshall Lyon County Library and is for the coverage period of October 1, 2023, through October 1, 2024.</p> <p>The equipment breakout updated premium has been provided by Cincinnati. The city is currently in the third year of guaranteed premium. That premium is \$58,491, covering 27 properties. Staff are recommending adding an additional six (6) properties. Cincinnati's additional premium is \$3,688.00 to cover those properties.</p> <p>Insurance proposal from Cincinnati is attached.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve the equipment breakdown (boiler) insurance renewal.



**THE CINCINNATI INSURANCE COMPANY
MACHINERY & EQUIPMENT INSURANCE PROPOSAL**

09/26/2023

Name Insured: CITY OF MARSHALL ETAL
 Mailing Address: 344 W MAIN ST
 MARSHALL, MN 56258-1313
 Policy Number: ENP 0631764
 Agency: (22-024) North Risk Partners, LLC
Annual Premium: \$62,179

The quoted annual premium does not include required state taxes, certificate fees and/or installment charges where applicable. The portion of your premium that is attributable to coverage for terrorists acts certified under the Terrorism Risk Insurance Act is \$919. This proposal including all limits, deductibles and coverage considerations are only valid 90 days from the date listed in the top right corner of this proposal.

Quoted Coverages and Limits

Coverages	Limits
Direct Damage Limit Per Accident	\$43,000,000
Covered Objects	Comprehensive
Repair or Replacement	Yes
Combined Business Income/Extra Expense:	
All Locations Excluding Locations #9, #13, #11, #29	\$5,000,000 / Ordinary Payroll Included
Extra Expense	Included with Business Interruption
Off Premises Power Interruption	Included for all indirect coverage
Newly Acquired Locations	Direct Damage / 90 Days
Branded or Labeled Merchandise	Included
Unintentional Errors in Descriptions	Included
Joint or Disputed Loss Agreement	Included
Expediting Expense	Included
	Sub-Limits
Hazardous Substance	\$100,000
Ammonia Contamination	\$100,000
Water Damage	\$100,000
Computers, Data and Media	\$100,000
Ordinance of Law	\$100,000
Mold, Fungus and Mildew	\$100,000
	Deductibles
Direct Damage	- SEE COMMENTS
Combined Business Income/Extra Expense	48 HOURS

We reserve the right to renegotiate this account terms, conditions and premium between when this quote is released and the bind date if the property values increase above 10% and or the loss ratio increases over 25%.

Comments:

1-YEAR POLICY
 ALL TRANSFORMERS SUBJECT TO A \$50,000 DEDUCTIBLE. GAS TURBINE GENERATOR UNITS AND ASSOCIATED EQUIPMENT SUBJECT TO A \$300,000 DEDUCTIBLE. INTERNAL COMBUSTION ENGINES ELECTRIC GENERATION UNITS AND ASSOCIATED EQUIPMENT \$40 PER HP, MINIMUM OF \$10,000 DEDUCTIBLE. MOTORS, PUMPS, DEEP WELL PUMPS \$10 PER HP, MINIMUM OF \$10,000 DEDUCTIBLE. EXCAVATION COSTS LIMITED TO \$25,000. "COVERED EQUIPMENT" 25YEARS OR OLDER WILL BE VALUED AT ACTUAL CASH VALUE. "COVERED EQUIPMENT" DOES NOT MEAN ANY CONVEYOR, CRANE OR HOIST. "COVERED PROPERTY" DOES NOT INCLUDE PLASTIC MEDIA USED IN TRICKLE FILTERS OR OTHER SEWAGE PROCESSING EQUIPMENT. FOR ANY GAS TURBINE, COVERED CAUSE OF LOSS DOES NOT INCLUDE THE CRACKING OF ANY PART EXPOSED TO THE PRODUCTS OF COMBUSTION. BUSINESS INTERRUPTION IS EXCLUDED ON POWER GENERATION.

Item 8.

Page 28

THIS IS NOT A POLICY. FOR A COMPLETE STATEMENT OF THE COVERAGES AND EXCLUSIONS, PLEASE SEE THE POLICY CONTRACT.

If you have questions regarding this quote or any machinery and equipment coverage concerns, you may contact Luke Root, your single point of contact for all your equipment breakdown coverage, claims and inspection needs.

This proposal can only be bound by your M&E Field Rep, whose contact information is provided directly below.

E-Mail: luke_root@cinfin.com Phone: Fax:

LOCATION LIST

- | | | |
|--|--|--|
| 1: CITY HALL
344 W MAIN ST
MARSHALL, MN 56258-1313 | 2: WASTEWATER TREATMENT
PLANT
600 E ERIE RD
MARSHALL, MN 56258-2704 | 3: STREET DEPT GARAGE
901 OAK STREET
MARSHALL, MN 56258-1313 |
| 4: LIFT STATION #11
524 FAIRGROUNDS RD
MARSHALL, MN 56258 | 5: HWY 23 LIFT STATION
2500 N HWY 23
MARSHALL, MN 56258-1313 | 6: REDWOOD RIVER CONDO LIFT
#9
415 S 4TH ST
MARSHALL, MN 56258-1282 |
| 7: LEGION FIELD LIFT #8
400 W COLLEGE DR
MARSHALL, MN 56258 | 8: SOUTH FIRST STREET LIFT #5
312 S 1ST ST
MARSHALL, MN 56258-1744 | 9: TIGER LAKE STORM SEWER
LIFT/PUMP
301 S SARATOGA ST
MARSHALL, MN 56258-1717 |
| 10: LIFT STATION #4
1211 E LYON ST
MARSHALL, MN 56258-2059 | 11: GAS TURBINE & SWITCH
GEAR
300 E SARATOGA ST
MARSHALL, MN 56258-1754 | 12: LIFT STATION #12
607 HERITAGE PL
MARSHALL, MN 56258-1183 |
| 13: IRRIGATION PUMP HOUSE
LEGION FIELD ROAD
MARSHALL, MN 56258-1313 | 14: HWY 23 STORM LIFT
1605 COMMENCEMENT BLVD
MARSHALL, MN 56258 | 15: NEW & OLD WATER
TREATMENT PLANT
1501 TRAVIS RD
MARSHALL, MN 56258-5544 |
| 16: WASTEWATER GENERATOR /
MAIN LIFT STATION
801 KOSSUTH AVE
MARSHALL, MN 56258 | 17: POOL - LEGION PARK -
AQUATIC CENTER - SKATE
PARK
422 LEGION FIELD RD
MARSHALL, MN 56258-1219 | 18: MARSHALL FIRE DEPARTMENT
201 E SARATOGA ST
MARSHALL, MN 56258-1715 |
| 19: MERIT CAMPUS
1001 W ERIE RD
MARSHALL, MN 56258-2808 | 20: LIBRARY
201 C ST
MARSHALL, MN 56258-6001 | 21: LIQUOR STORE
1410 BOYER DR
MARSHALL, MN 56258-2683 |
| 22: AMATEUR SPORTS COMPLEX
PARK/ PUMP STATION
300 TIGER DR
MARSHALL, MN 56258 | 23: RED BARON ARENA AND
EXPO
1651 VICTORY DR
MARSHALL, MN 56258-6004 | 24: ADULT COMMUNITY CENTER
107 S 4TH ST
MARSHALL, MN 56258-1223 |
| 25: SUBSTATION
508 W ERIE RD
MARSHALL, MN 56258 | 26: NORTH 7TH ST SUBSTATION
2700 N 7TH ST
MARSHALL, MN 56258 | 27: SW SUBSTATION
1511 TRAVIS RD
MARSHALL, MN 56258-5544 |
| 28: SWITCHING STATION
2696 COUNTY ROAD 33
MARSHALL, MN 56258-1173 | 29: SARATOGA SUBSTATION
300 E SARATOGA ST
MARSHALL, MN 56258-1754 | 30: SOUTHEAST SUBSTATION
1736 MN-23
MARSHALL, MN 56258 |
| 31: NW INDUSTRIAL PARK LIFT
STATION
980 N HIGHWAY 59
MARSHALL, MN 56258-2755 | 32: STUDIO 1 TV
1501 STATE ST
MARSHALL, MN 56258-3306 | |

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, October 10, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce.
Background Information:	<p>The Marshall Area Chamber of Commerce will be holding a Business After Hours event at Advance Opportunities celebrating their 60th Anniversary on October 24. The event will be held at 1401 Peterson Street.</p> <p>All Temporary Liquor Licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the temporary on-sale liquor license for MACC on October 24th.



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

Name of organization	Date organized	Tax exempt number	
Marshall Area Chamber of Commerce	02/11/1930	41-0395440	
Address	City	State	Zip Code
317 West Main Street, Suite 2	Marshall	MN	56258
Name of person making application	Business phone	Home phone	
Brad Gruhot	507-532-4484		
Date(s) of event	Type of organization		
October 24, 2023	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Ellen Griebel	Marshall	MN	56258
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	

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

Advance Opportunities
1401 Peterson Street
Marshall, MN 56258

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

No

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

No

APPROVAL

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

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

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

Presenter:	Steven Anderson
Meeting Date:	Tuesday, October 10, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval for an Off-Sale 3.2% Malt Liquor License for La Tapatia Grocery Store
Background Information:	<p>The owner of the La Tapatia Grocery Store has applied for a 3.2% Off-Sale Malt Liquor License. The new business will be located at 321 West Main Street, which is in the former Thrifty White Drug Store building. All documentation has been reviewed and looks in good standing.</p> <p>All liquor license approvals still require final approve from the Minnesota Alcohol and Gambling Enforcement Agency.</p>
Fiscal Impact:	\$90.00
Alternative/ Variations:	
Recommendations:	To approve the Off-Sale 3.2% Malt Liquor License for La Tapatia Grocery Store.

City of Marshall, Minnesota

3.2% Off-Sale

TO ALL WHOM IT MAY CONCERN:

LICENSE IS HEREBY GRANTED UNTO

La Tapatia Mexican Grocery Store Corp. dba
La Tapatia,

For an **3.2% Off-Sale License** at **321 W. College Dr.**
from **October 10, 2023 - December 31, 2023**, subject

to the provisions of the Ordinances of the City of Marshall governing such license.

ISSUED BY THE AUTHORITY OF THE CITY COUNCIL

Marshall, Minnesota, **October 10, 2023**

Mayor

Attest:

City Clerk

(Seal)

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sharon Hanson
Meeting Date:	Tuesday, October 10, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Approve Written Notice of Intent to Terminate Land Use Services Contract Effective December 31, 2023
Background Information:	<p>Currently the City is in a two-year agreement with Quarnstrom and Doering as special counsel to provide land use legal services. Due to limited utilization, it is recommended that the city provide written notice of intent to terminate effective December 31, 2023 and as specified in the agreement:</p> <p style="padding-left: 40px;">Term and Termination. This Agreement shall be effective from January 1, 2023 to December 31, 2024. During the term of this Agreement, either party may terminate this Agreement upon 60 days' written notice to the other party. This Agreement supersedes and replaces the prior agreement for legal services between the parties, which shall be deemed terminated effect of December 31, 2022. The City remains responsible for paying for services provided under the prior agreement through the date of termination.</p>
Fiscal Impact:	\$30,000
Alternative/ Variations:	Do not approve notice of intent to terminate
Recommendations:	Approve Written Notice of Intent to Terminate Land Use Services Contract Effective December 31, 2023

AGREEMENT FOR LAND USE LEGAL SERVICES

This Agreement for Land Use Legal Services (“**Agreement**”) is entered into by and between the CITY OF MARSHALL, a Minnesota municipal corporation, (“**City**”) and the law firm of QUARNSTROM & DOERING, P.A. (“**Law Firm**”) effective as of the 1st day of January 2023. In consideration of the mutual promises and conditions contained in this Agreement, the City and the Law Firm agree as follows:

1. **Special Counsel.** The City appoints the firm of Quarnstrom, & Doering, P.A. as special counsel to provide land use legal services to the City as set out in this Agreement with Dennis H. Simpson being the primary service provider. The Law Firm is providing the services as special counsel to the City, not as City Attorney.
2. **Term and Termination.** This Agreement shall be effective from January 1, 2023 to December 31, 2024. During the term of this Agreement, either party may terminate this Agreement upon 60 days’ written notice to the other party. This Agreement supersedes and replaces the prior agreement for legal services between the parties, which shall be deemed terminated effect of December 31, 2022. The City remains responsible for paying for services provided under the prior agreement through the date of termination.
3. **Land Use Legal Services.** The Law Firm agrees to perform the following services on an as-needed basis as determined by the City and then only upon request of the City Administrator and in coordination with the City Attorney. The services do not require the Law Firm to appear at City meetings, unless the City Administrator specifically requests attendance at a meeting.
 - (a) Real Estate Sale and Acquisition
 - (1) Review acquisition requirements with appropriate City departments, evaluate any special legal or cost issues, develop acquisition timetables, make preliminary cost estimates, and obtain or develop proper legal descriptions.
 - (2) Examine title to property.
 - (3) Prepare documents necessary for routine land purchases and/or sales.
 - (b) Zoning
 - (1) Provide legal advice to staff, City Administrator, Planning Commission, and City Council regarding zoning code matters.
 - (2) Represent the City in matters related to the enforcement of City building, subdivision, and zoning codes.
 - (3) Represent the City in litigation related to zoning enforcement that are not defended by the City’s insurer.
 - (c) Public Improvements
 - (1) Represent the City in the acquisition of properties for public improvements,

- easements, parks and the like as needed.
- (2) Receive and evaluate all assessment appeals and try cases in District Court or recommend amendments to assessment if warranted.
 - (3) Handle legal matters under construction contracts and any resulting litigation that is not defended by the City's insurer.
 - (4) Represent the City in condemnation proceedings for public improvement projects.
 - (5) Initiate annexation proceedings at the direction of the City and follow through with all necessary documentation and presentation to the State Boundary Adjustments Division.

4. **Compensation.** The City agrees to pay the Law Firm for all legal services it provides under this Agreement in accordance with the following.

- (a) Retainer. The City shall pay the Law Firm a monthly retainer fee of \$2,500 a month during the term of this Agreement. All legal services provided by the Law Firm, including its paralegals and other staff, shall be considered as being within the monthly retainer amount unless the City Administrator requests the Law Firm to provide additional legal services that are outside the monthly retainer.
- (b) Additional Legal Services. The City Administrator may request the Law Firm to provide legal services the parties specifically agree prior to the services are outside of the monthly retainer amount. Any such agreed upon additional legal services shall be billed at the rate of \$200 an hour for attorney time. All billable time shall be kept in no more than 15-minute increments. The cumulative total of all such additional legal services shall not exceed \$10,000 in a year.
- (c) Expenses. The City will reimburse the Law Firm for pre-approved actual, necessary, and reasonable costs and expenses incurred by the Law Firm in the performance of legal services under this Agreement. It is acknowledged and agreed that any such Expenses must be pre-approved by the City Administrator of the City. These costs and expenses may include, but are not limited to, courier and delivery charges, process server fees, court filing fees, mileage and parking fees related to providing legal services, online legal research services, postage, printing and photocopying costs, document recording fees, and other actual costs of a similar nature. These fees and expenses are outside of the monthly retainer amount and will be specified on the Law Firm's monthly billing statement sent to the City.

5. **Not Exclusive.** The parties understand and agree this Agreement is not exclusive. The City is not required to assign any general or specific type of legal services or matter to the Law Firm regardless of the scope of services described in this Agreement. Nothing in this Agreement shall be interpreted or construed as designating the Law Firm as the exclusive provider of any particular legal service or as limiting the City's ability to assign any matter to a different attorney or firm. The City remains free to assign any matters to the firm that serves as City Attorney or to any other firm the City selects to address one or more particular matters.

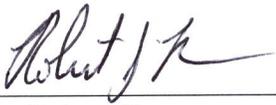
6. **Billing.**

- (a) Billing Statements. The Law Firm will submit to the City a monthly billing statement for the monthly retainer amount and for any additional legal services and expenses provided or incurred within the month. All additional legal services and expenses billed outside of the monthly retainer shall be broken down into categories for ease of review by the City. The statement will include a descriptor for each expense item billed to the City.
- (b) Billing Cycle. The Law Firm will bill monthly for legal services. Generally, bills will go out approximately 20-30 days after the end of the prior month and the City agrees to process and pay them in accordance with its usually invoice payment procedures.
- (c) Disputes. In the event that the City disputes any aspect of the Law Firm's invoice, the appropriate City representative will contact Dennis H. Simpson at the Law Firm stating the nature of the dispute. The parties agree to work in good faith to resolve any such disputes.

- 7. **Insurance.** The Law Firm shall maintain professional liability (malpractice) insurance at a minimum coverage level of \$1,000,000 per claim, and \$3,000,000 annual aggregate. The Law Firm shall provide a current Certificate of Insurance to the City upon request.
- 8. **Attorney/Client Privilege.** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception of such information.
- 9. **Conflict of Interest.** The Law Firm will notify the City as soon as practicable if the Law Firm represents an opposing party to the City in a legal matter.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

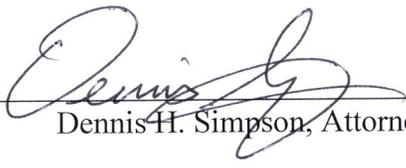
CITY OF MARSHALL, MINNESOTA

By 
Robert Byrnes
Its Mayor

By 
Sharon Hanson
Its City ~~Manager~~ *Administrator*

Date: 12-16-22

QUARNSTROM & DOERING, P.A.

By  _____
Dennis H. Simpson, Attorney

Date: 11-22-22



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, October 10, 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.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 09/29/2023 - 10/10/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6128	ACTION COMPANY LLC	10/06/2023	EFT	0.00	232.60	14344
0560	AFSCME COUNCIL 65	09/29/2023	EFT	0.00	1,354.50	14281
0567	ALEX AIR APPARATUS 2 LLC	09/29/2023	EFT	0.00	2,593.60	14282
0567	ALEX AIR APPARATUS 2 LLC	10/06/2023	EFT	0.00	570.56	14345
5837	ANDERSON, JASON	10/06/2023	EFT	0.00	80.00	14346
7131	ANDERSON, ROBERT WILLIAM	09/29/2023	Regular	0.00	150.00	123385
6694	ARAMARK UNIFORM & CAREER APPAREL GROU	10/06/2023	EFT	0.00	124.96	14347
0630	ARCTIC GLACIER	09/29/2023	Regular	0.00	138.09	123386
0630	ARCTIC GLACIER	10/06/2023	Regular	0.00	190.52	123420
5702	B & H PHOTO & ELECTRONICS CORP	10/06/2023	EFT	0.00	2,370.18	14348
5327	BAUMANN, ADAM	10/06/2023	EFT	0.00	30.00	14349
0688	BELLBOY CORPORATION	10/06/2023	EFT	0.00	2,058.66	14350
0689	BEND RITE CUSTOM FABRICATION, INC.	10/06/2023	Regular	0.00	54.83	123421
0699	BEVERAGE WHOLESALERS, INC.	09/29/2023	Regular	0.00	36,348.55	123387
0699	BEVERAGE WHOLESALERS, INC.	10/06/2023	Regular	0.00	35,924.61	123422
7356	BLUE AND GRAY LLC	09/29/2023	Regular	0.00	2,254.00	123389
7361	BLUEPEAK	09/29/2023	Regular	0.00	800.00	123390
0724	BOLTON & MENK INC	09/29/2023	EFT	0.00	2,698.00	14283
0726	BORCH'S SPORTING GOODS, INC.	10/06/2023	EFT	0.00	189.00	14351
0018	BORDER STATES INDUSTRIES, INC.	09/29/2023	EFT	0.00	681.95	14284
0018	BORDER STATES INDUSTRIES, INC.	10/06/2023	EFT	0.00	1,550.40	14352
3829	BRAU BROTHERS	09/29/2023	EFT	0.00	368.50	14285
3829	BRAU BROTHERS	10/06/2023	EFT	0.00	394.00	14353
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	09/29/2023	Regular	0.00	5,736.54	123391
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	10/06/2023	Regular	0.00	9,634.88	123423
3568	BRUNSVOLD, QUENTIN	10/06/2023	EFT	0.00	30.00	14354
6857	BRUSVEN, KATHERINE	10/06/2023	EFT	0.00	30.00	14355
0378	BUYSSE, JASON	10/06/2023	EFT	0.00	30.00	14356
4236	C.E. SIGNS & DESIGNS	09/29/2023	EFT	0.00	178.56	14286
0380	CALLENS, DAVID	10/06/2023	EFT	0.00	30.00	14357
6791	CAPITAL ONE	09/29/2023	Regular	0.00	123.99	123396
6791	CAPITAL ONE	10/06/2023	Regular	0.00	79.04	123424
7164	CARD CONNECT/MERCHANT BANK CD	10/03/2023	Bank Draft	0.00	482.40	DFT0003305
0799	CARLOS CREEK WINERY, INC	09/29/2023	Regular	0.00	699.00	123397
0802	CARLSON & STEWART REFRIGERATION, INC.	10/06/2023	EFT	0.00	2,124.53	14358
0815	CATTOOR OIL COMPANY, INC	09/29/2023	EFT	0.00	1,833.60	14287
0815	CATTOOR OIL COMPANY, INC	10/06/2023	EFT	0.00	4,801.25	14359
0818	CAUWELS, ROGER	10/06/2023	EFT	0.00	30.00	14360
6349	CHAMPAGNE, TIM	09/29/2023	EFT	0.00	109.95	14288
7127	CIVICPLUS, LLC	09/29/2023	EFT	0.00	2,900.00	14289
5733	CLARITY TELECOM, LLC	09/29/2023	EFT	0.00	145.00	14290
5736	COEQUYT PLUMBING AND HEATING	09/29/2023	Regular	0.00	112.87	123398
0384	COUDRON, DEAN	09/29/2023	EFT	0.00	215.00	14291
0384	COUDRON, DEAN	10/06/2023	EFT	0.00	30.00	14361
6294	CREDIT BUREAU OF ALEXANDRIA	09/29/2023	EFT	0.00	35.00	14292
6508	CROWN UNDERGROUND	09/29/2023	Regular	0.00	2,400.00	123399
0920	CULLIGAN WATER CONDITIONING OF MARSHAI	10/06/2023	Regular	0.00	112.25	123425
0934	D & G EXCAVATING INC	09/29/2023	EFT	0.00	1,200.00	14293
0934	D & G EXCAVATING INC	10/06/2023	EFT	0.00	1,745.17	14362
3819	DACOTAH PAPER CO	09/29/2023	EFT	3.65	362.00	14294
3819	DACOTAH PAPER CO	10/06/2023	EFT	4.58	483.24	14363
7102	DAHLHEIMER BEVERAGE	10/06/2023	EFT	0.00	3,310.30	14364
3845	DAKOTA FLUID POWER INC.	10/06/2023	EFT	0.00	1,516.32	14365
0966	DELTA DENTAL OF MINNESOTA	10/02/2023	Bank Draft	0.00	5,096.44	DFT0003231

Council Check Report

Date Range: 09/29/2023 - 10/10/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0966	DELTA DENTAL OF MINNESOTA	10/02/2023	Bank Draft	0.00	5,176.41	DFT0003265
0966	DELTA DENTAL OF MINNESOTA	10/02/2023	Bank Draft	0.00	1,140.75	DFT0003304
4794	DEPOVER, PERRY	09/29/2023	EFT	0.00	52.04	14295
4709	DETCO	09/29/2023	EFT	0.00	1,057.60	14296
4709	DETCO	10/06/2023	EFT	0.00	254.79	14366
6472	DEUTZ, LAUREN	10/06/2023	EFT	0.00	80.00	14367
5731	DOLL DISTRIBUTING LLC	09/29/2023	EFT	0.00	8,001.60	14297
5731	DOLL DISTRIBUTING LLC	10/06/2023	EFT	0.00	20,959.55	14368
7365	DOPHEIDE, STANLEY & SANDRA	10/06/2023	Regular	0.00	300.00	123426
5984	DROWN, KARLA	10/06/2023	EFT	0.00	153.27	14369
1020	DUININCK, INC.	09/29/2023	EFT	0.00	17,739.13	14298
1020	DUININCK, INC.	10/06/2023	EFT	0.00	2,302.02	14370
4858	ENGRAVESTONE	10/06/2023	EFT	0.00	305.00	14371
6418	ESPING, DEREK	09/29/2023	EFT	0.00	176.59	14299
6700	EYEMED VISION CARE	09/29/2023	Regular	0.00	642.08	123400
1090	FASTENAL COMPANY	09/29/2023	EFT	0.00	534.55	14300
1090	FASTENAL COMPANY	10/06/2023	EFT	0.00	144.34	14372
7073	FIXEN CHIROPRACTIC	10/06/2023	EFT	0.00	100.00	14373
1158	GALLS INC	09/29/2023	EFT	0.00	233.03	14301
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	09/29/2023	EFT	0.00	27.00	14302
1201	GRAINGER INC	09/29/2023	EFT	0.00	164.94	14303
6379	GRAPE BEGINNINGS, INC.	09/29/2023	EFT	0.00	2,588.25	14304
7363	HANNASCH, DALTON & JACI	10/06/2023	Regular	0.00	300.00	123427
7336	HANSON, ERIC	10/06/2023	EFT	0.00	70.00	14374
6269	HANSON, SHARON	10/06/2023	EFT	0.00	26.25	14375
0427	HARBO, MARK	09/29/2023	Regular	0.00	359.30	123404
1256	HAWKINS INC	09/29/2023	EFT	0.00	29,746.91	14305
5515	HOFFMANN, RYAN	10/06/2023	EFT	0.00	30.00	14376
6324	HOOK, MATT	09/29/2023	EFT	0.00	50.00	14306
1325	ICMA RETIREMENT TRUST #300877	09/29/2023	EFT	0.00	50.00	14307
6705	IDEXX DISTRIBUTION INC	09/29/2023	EFT	0.00	561.91	14308
7368	IHNEN, TADD & TERESA	10/06/2023	Regular	0.00	51.04	123428
1358	INTERNAL REVENUE SERVICE	09/29/2023	Bank Draft	0.00	13.80	DFT0003283
1358	INTERNAL REVENUE SERVICE	09/29/2023	Bank Draft	0.00	284.99	DFT0003284
1358	INTERNAL REVENUE SERVICE	09/29/2023	Bank Draft	0.00	3.22	DFT0003285
1358	INTERNAL REVENUE SERVICE	09/29/2023	Bank Draft	0.00	29,767.60	DFT0003299
1358	INTERNAL REVENUE SERVICE	09/29/2023	Bank Draft	0.00	23,675.92	DFT0003300
1358	INTERNAL REVENUE SERVICE	09/29/2023	Bank Draft	0.00	8,732.96	DFT0003301
7362	JENSEN, ADDISON	10/06/2023	Regular	0.00	300.00	123429
5017	JIM'S CLOTHING & SPORTING GOODS	09/29/2023	Regular	0.00	1,722.60	123405
1399	JOHNSON BROTHERS LIQUOR COMPANY	09/29/2023	EFT	0.00	11,110.69	14312
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/06/2023	EFT	0.00	9,572.89	14377
2036	JOHNSON BROTHERS LIQUOR COMPANY	09/29/2023	EFT	0.00	6,792.91	14311
2036	JOHNSON BROTHERS LIQUOR COMPANY	10/06/2023	EFT	0.00	14,108.58	14380
2605	JOHNSON BROTHERS LIQUOR COMPANY	09/29/2023	EFT	0.00	3,055.69	14310
2605	JOHNSON BROTHERS LIQUOR COMPANY	10/06/2023	EFT	0.00	223.68	14379
5447	JOHNSON BROTHERS LIQUOR COMPANY	09/29/2023	EFT	0.00	745.20	14309
5447	JOHNSON BROTHERS LIQUOR COMPANY	10/06/2023	EFT	0.00	2,199.35	14378
1417	KENNEDY & GRAVEN, CHARTERED	09/29/2023	EFT	0.00	3,393.00	14313
1417	KENNEDY & GRAVEN, CHARTERED	10/06/2023	EFT	0.00	7,375.00	14381
0450	KOPITSKI, JASON	10/06/2023	EFT	0.00	30.00	14382
5377	KRUK, CHRISTOPHER	10/06/2023	EFT	0.00	30.00	14383
7366	KRUSE, BRADLEY	10/06/2023	Regular	0.00	750.00	123430
1480	LAW ENFORCEMENT LABOR SERVICE INC	09/29/2023	EFT	0.00	1,215.00	14314
6183	LEE, JERRED	10/06/2023	EFT	0.00	30.00	14384
7359	LEE, KASEY	09/29/2023	Regular	0.00	750.00	123406
7146	LIFE INSURANCE COMPANY OF NORTH AMERIC.	10/06/2023	EFT	0.00	721.32	14385
1508	LOCKWOOD MOTORS INC	10/06/2023	EFT	0.00	33.48	14386
7360	LUMEN TECHNOLOGIES/CENTURY LINK	09/29/2023	Regular	0.00	400.00	123407
6323	LUTHER, ERIC	09/29/2023	EFT	0.00	54.40	14315
6323	LUTHER, ERIC	10/06/2023	EFT	0.00	30.00	14387

Council Check Report

Date Range: 09/29/2023 - 10/10/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3816	LUTHERAN SOCIAL SERVICES	10/06/2023	Regular	0.00	23.80	123431
1531	LYON COUNTY AUDITOR-TREASURER	09/29/2023	EFT	0.00	540.25	14316
1546	LYON COUNTY HISTORICAL SOCIETY	10/06/2023	Regular	0.00	6,739.73	123432
1552	LYON COUNTY RECORDER	10/06/2023	EFT	0.00	90.30	14388
1570	MADDEN UPHOLSTERY & HOME DECORATING I	10/06/2023	Regular	0.00	275.00	123433
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	09/29/2023	EFT	0.00	1,099.05	14317
1616	MARSHALL CONVENTION & VISITORS BUREAU	10/06/2023	EFT	0.00	32,089.33	14389
1620	MARSHALL FLORAL	09/29/2023	Regular	0.00	65.00	123408
1623	MARSHALL INDEPENDENT, INC	09/29/2023	Regular	0.00	1,495.80	123409
5813	MARSHALL LUMBER CO	09/29/2023	EFT	0.00	1,078.38	14318
5813	MARSHALL LUMBER CO	10/06/2023	EFT	0.00	166.66	14390
6018	MARSHALL M CLUB	09/29/2023	Regular	0.00	1,000.00	123411
6018	MARSHALL M CLUB	10/06/2023	Regular	0.00	405.00	123434
1633	MARSHALL MUNICIPAL UTILITIES	09/29/2023	EFT	0.00	82,817.78	14319
1633	MARSHALL MUNICIPAL UTILITIES	10/06/2023	EFT	0.00	84,222.90	14391
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	09/29/2023	EFT	0.00	8.00	14320
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	10/06/2023	EFT	0.29	14.45	14394
1649	MARSHALL TRUCK SALVAGE INC.	09/29/2023	Regular	0.00	14.00	123412
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATI	09/29/2023	Regular	0.00	291.99	123413
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATI	10/06/2023	Regular	0.00	120,640.78	123435
0460	MARSHALL, JAMES	10/06/2023	EFT	0.00	80.00	14395
7077	MEDSURETY, LLC	09/29/2023	Bank Draft	0.00	10,263.49	DFT0003295
7077	MEDSURETY, LLC	09/29/2023	Bank Draft	0.00	2,781.88	DFT0003306
7077	MEDSURETY, LLC	10/06/2023	Bank Draft	0.00	315.94	DFT0003312
6025	MELLENTIN, CODY	10/06/2023	EFT	0.00	30.00	14396
4980	MENARDS INC	09/29/2023	EFT	0.00	460.57	14321
4980	MENARDS INC	10/06/2023	EFT	0.00	564.29	14397
7364	METHENY, HARLEY & NICOLE	10/06/2023	Regular	0.00	90.00	123436
3971	MEULEBROECK, ANDY	10/06/2023	EFT	0.00	30.00	14398
1818	MINNESOTA DEPARTMENT OF REVENUE	09/29/2023	Bank Draft	0.00	171.55	DFT0003286
1818	MINNESOTA DEPARTMENT OF REVENUE	09/29/2023	Bank Draft	0.00	12,075.04	DFT0003302
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	09/29/2023	EFT	0.00	25.00	14322
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	10/06/2023	EFT	0.00	700.00	14399
3669	MINNESOTA STATE RETIREMENT SYSTEM	09/29/2023	Bank Draft	0.00	8,689.41	DFT0003297
1839	MINNESOTA VALLEY TESTING LABS INC	10/06/2023	EFT	0.00	247.20	14400
1757	MN CHILD SUPPORT PAYMENT CENTER	09/29/2023	Bank Draft	0.00	386.70	DFT0003292
1757	MN CHILD SUPPORT PAYMENT CENTER	09/29/2023	Bank Draft	0.00	170.74	DFT0003293
1757	MN CHILD SUPPORT PAYMENT CENTER	09/29/2023	Bank Draft	0.00	450.39	DFT0003294
1807	MN MUNICIPAL BEVERAGE ASSOCIATION	10/06/2023	Regular	0.00	200.00	123437
6422	MN STATE LOTTERY	10/05/2023	Bank Draft	0.00	570.54	DFT0003311
6955	MOBERG, E.J.	10/06/2023	EFT	0.00	233.27	14401
2512	NATIONWIDE RETIREMENT	09/29/2023	Bank Draft	0.00	325.00	DFT0003281
2512	NATIONWIDE RETIREMENT	09/29/2023	Bank Draft	0.00	1,264.16	DFT0003282
2512	NATIONWIDE RETIREMENT	09/29/2023	Bank Draft	0.00	100.00	DFT0003289
1923	NCPERS MN GROUP LIFE INS.	09/29/2023	EFT	0.00	224.00	14323
6833	NEWHOUSE, JOSEPH	10/06/2023	EFT	0.00	492.11	14402
1945	NORM'S GTC	09/29/2023	Regular	0.00	20.41	123414
1945	NORM'S GTC	10/06/2023	Regular	0.00	230.27	123438
7166	NORTHAMERICAN BANCARD/EPX	10/03/2023	Bank Draft	0.00	9,911.62	DFT0003308
4566	NSI SOLUTIONS	09/29/2023	EFT	0.00	119.00	14324
5205	PAINTED PRAIRIE VINEYARD, LLC	10/06/2023	EFT	0.00	480.00	14403
5117	PARSONS, DAVE	10/06/2023	EFT	0.00	558.69	14404
1243	PATZERS INC	10/06/2023	EFT	0.00	287.45	14405
7163	PAYLIDIFY/MERCHANT BANK	10/03/2023	Bank Draft	0.00	731.26	DFT0003307
7163	PAYLIDIFY/MERCHANT BANK	10/03/2023	Bank Draft	0.00	104.18	DFT0003309
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	10/06/2023	EFT	0.00	144.50	14406
2028	PERA OF MINNESOTA REG	09/29/2023	Bank Draft	0.00	52,915.18	DFT0003296
2030	PETERSON, ALEX	09/29/2023	EFT	0.00	199.00	14325
2049	PLUNKETTS PEST CONTROL INC	09/29/2023	EFT	0.00	41.82	14326
5606	PRE-PAID LEGAL SERVICES, INC.	09/29/2023	Regular	0.00	309.00	123415
7289	PRINS, COREY & CYNTHIA	10/06/2023	Regular	0.00	350.00	123439

Council Check Report

Date Range: 09/29/2023 - 10/10/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0477	PRZBYLLA, SCOTT	10/06/2023	EFT	0.00	30.00	14407
2096	QUARNSTROM & DOERING, PA	10/06/2023	EFT	0.00	8,184.71	14408
5965	R&R SPECIALTIES INC	09/29/2023	EFT	0.00	13,976.70	14327
4826	RIEKE, BENJAMIN	10/06/2023	EFT	0.00	30.00	14409
2186	ROGGE EXCAVATING	09/29/2023	EFT	0.00	400.00	14328
0481	ROKEH, JASON	10/06/2023	EFT	0.00	30.00	14410
2201	RUNNING SUPPLY, INC	09/29/2023	EFT	0.00	774.55	14329
2201	RUNNING SUPPLY, INC	10/06/2023	EFT	0.00	91.94	14411
5556	SANDGREN, KAYLYNN	10/06/2023	EFT	0.00	30.00	14412
5238	SANDO WEED & BRUSH CONTROL	09/29/2023	Regular	0.00	3,932.50	123417
4855	SOUTHERN GLAZER'S	09/29/2023	EFT	0.00	18,967.72	14330
4855	SOUTHERN GLAZER'S	10/06/2023	EFT	0.00	5,264.15	14413
2309	SOUTHWEST COACHES INC	10/06/2023	EFT	0.00	550.00	14414
2311	SOUTHWEST GLASS CENTER, INC	09/29/2023	EFT	0.00	246.00	14331
2318	SOUTHWEST SANITATION INC.	10/06/2023	EFT	0.00	3,675.13	14415
5922	SRF CONSULTING GROUP, INC.	09/29/2023	EFT	0.00	7,770.30	14332
0491	ST AUBIN, GREGORY	10/06/2023	EFT	0.00	30.00	14416
4522	ST LOUIS MRO INC.	10/06/2023	EFT	0.00	27.50	14417
3808	STELTER, GEOFFREY	10/06/2023	EFT	0.00	30.00	14418
4134	STENSRUD, PRESTON	10/06/2023	EFT	0.00	30.00	14419
6800	STOCKWELL ENGINEERS	10/06/2023	EFT	0.00	4,750.00	14420
2373	STREICHERS	09/29/2023	EFT	0.00	843.84	14333
6706	SUN LIFE FINANCIAL	09/29/2023	EFT	0.00	1,572.78	14334
6202	SUNDANCE AUTO REPAIR	09/29/2023	Regular	0.00	1,365.98	123418
3315	SUSSNER CONSTRUCTION	10/06/2023	EFT	0.00	300.00	14421
0495	SWANSON, GREGG	10/06/2023	EFT	0.00	30.00	14422
6277	TALKING WATERS BREWING CO, LLC	09/29/2023	EFT	0.00	990.00	14336
6698	TELCOM CONSTRUCTION	09/29/2023	Regular	0.00	800.00	123419
0875	THE COMPUTER MAN INC	10/06/2023	EFT	0.00	2,786.00	14423
6709	THERMO KING OF SIOUX FALLS INC	09/29/2023	EFT	0.00	489.68	14337
2428	TITAN MACHINERY	10/06/2023	EFT	0.00	239.52	14424
2429	TKDA	09/29/2023	EFT	0.00	3,465.00	14338
7184	TRANSAX	10/04/2023	Bank Draft	0.00	33.10	DFT0003310
6156	TRUE BRANDS	10/06/2023	EFT	0.00	771.23	14425
3342	TRUEDSON, SCOTT	10/06/2023	EFT	0.00	30.00	14426
0853	ULTIMATE SAFETY CONCEPTS, INC.	09/29/2023	EFT	0.00	2,703.72	14339
2499	US BANK	10/06/2023	EFT	0.00	1,650.00	14427
2511	USA BLUE BOOK	09/29/2023	EFT	0.00	64.10	14340
3443	VALIC DEFERRED COMP	09/29/2023	Bank Draft	0.00	909.61	DFT0003290
3443	VALIC DEFERRED COMP	09/29/2023	Bank Draft	0.00	1,176.92	DFT0003291
6901	VAN METER INC	09/29/2023	EFT	325.99	32,272.85	14341
0512	VANLEEUWE, SARA J.	10/06/2023	EFT	0.00	70.00	14428
7367	VANOVERBEKE FAMILY LIVING TRUST	10/06/2023	Regular	0.00	400.00	123440
4489	VERIZON WIRELESS	09/29/2023	EFT	0.00	1,453.44	14342
2538	VIKING COCA COLA BOTTLING CO.	09/29/2023	EFT	0.00	276.00	14343
2538	VIKING COCA COLA BOTTLING CO.	10/06/2023	EFT	0.00	237.95	14429
6085	VOYA - INVESTORS CHOICE	09/29/2023	Bank Draft	0.00	2,415.74	DFT0003298
5727	WELSH, TRAVIS	10/06/2023	EFT	0.00	19.00	14430
7369	WHITTAKER, BARBARA D	10/06/2023	EFT	0.00	287.10	14431
7011	WIDSETH SMITH NOLTING & ASSOCIATES, INC.	10/06/2023	Regular	0.00	1,500.00	123441

Council Check Report

Date Range: 09/29/2023 - 10/10/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2631	ZEP MANUFACTURING COMPANY	10/06/2023	EFT	0.00	583.72	14432

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	47	0.00	240,483.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	31	31	0.00	180,136.94
EFT's	257	149	334.51	505,635.42
	379	227	334.51	926,255.81

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	47	0.00	240,483.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	31	31	0.00	180,136.94
EFT's	257	149	334.51	505,635.42
	379	227	334.51	926,255.81

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	9/2023	493,411.63
999	POOLED CASH FUND	10/2023	432,844.18
			926,255.81

CITY OF MARSHALL, MINNESOTA
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
 10/10/2023

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	2023 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE	
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00								
ST-004	480-43300-55170	2/22/2022	Haibur Road Reconstruction	Duininck, Inc	1,142,009.72	(19,302.51)	1,122,707.21	3,039,722.04	2,661,221.96	66,794.00		11,822.00	-	100.00%	
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc	480,250.35	15,028.32	495,278.67			1,068,756.85	42,723.29	11,227.07	-	100.00%	
ST-001	101-43300-53425	2/28/2023	Chip Seals	Allied Blacktop Company	165,497.40	2,520.60	168,018.00			376,682.76	118,595.91		-	100.00%	
ST-002	495-43300-55170	3/14/2023	Bituminous Overlay on Various City Streets	Duininck, Inc	887,990.20	(127,964.47)	760,025.73				168,018.00		-	100.00%	
ST-008	401-43300-55170	3/14/2023	Channel Parkway Pavement Replacement	Duininck, Inc	1,374,151.96		1,374,151.96				607,166.93	31,956.15	120,902.65	84.09%	
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	18,033.35	3,863,530.66				1,264,350.49	66,544.76	43,256.71	96.85%	
SWM-002	630-49600-55170	3/14/2023	Legion Field Road Stormwater Study: Phase 2	Towne & Country Excavating LLC	703,749.60	10,774.88	714,524.48				2,696,036.29	141,896.65	1,025,597.72	73.45%	
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				553,545.41	29,133.97	131,845.10	81.55%	
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00				26,401.45	1,389.55	143,851.00	16.19%	
ST-032	481-43300-53425	7/11/2023	L2,BLK1, Schwans Corp I Addition Prkng Lot Improv	D & G Excavating, Inc.	221,243.20	6,568.56	227,811.76			51,540.63			23,459.37	68.72%	
														100.00%	
							14,097,231.74	655,018.73	14,752,250.47	3,039,722.04	2,661,221.96	1,563,774.24	11,227.07	282,743.08	1,488,912.55

Presenter:	Jason Anderson																																												
Meeting Date:	Tuesday, October 10, 2023																																												
Category:	NEW BUSINESS																																												
Type:	ACTION																																												
Subject:	Project ST-002-2023: Bituminous Overlay on Various City Streets - Consider Change Order No. 3 (Final) and Acknowledgement of Final Pay Request (No. 3)																																												
Background Information:	<p>This project is the annual street mill and overlay project that also includes ADA improvements at sidewalk ramp crossings. Attached is the plan cover sheet that identifies each location that is identified in the tables below.</p> <table border="1"> <thead> <tr> <th>Street</th> <th>From-To</th> </tr> </thead> <tbody> <tr> <td>Tiger Drive (Mill All)</td> <td>T.H. 23 to 400' North of Victory Drive</td> </tr> <tr> <td>Mercedes Street</td> <td>T-Bird Drive to T-Bird Drive</td> </tr> <tr> <td>Viper Trail</td> <td>Mercedes Drive to 120' East</td> </tr> <tr> <td>Birch Street</td> <td>N. Hill Street to N. Bruce Street</td> </tr> <tr> <td>Poplar Street</td> <td>N. Hill Street to N. Bruce Street</td> </tr> <tr> <td>Pine Street</td> <td>N. Hill Street to N. Bruce Street</td> </tr> <tr> <td>N. Hill Street (Mill All)</td> <td>Boxelder Av to end of Curb (350' N. of College Dr)</td> </tr> <tr> <td><i>Floyd Wild Drive</i></td> <td><i>Susan Intersection to Canoga Park Dr.</i></td> </tr> <tr> <td><i>Canoga Park Drive</i></td> <td><i>T.H. 23 to 726' East</i></td> </tr> <tr> <td>Whitney Circle (Mill All)</td> <td>All</td> </tr> <tr> <td>Whitney Circle</td> <td>Leveling for island removal</td> </tr> <tr> <td colspan="2">* Wastewater 1.5" Mill and Overlay Project</td> </tr> <tr> <td>Main Lift Station Driveway (Mill All)</td> <td>Off Kossuth Street</td> </tr> <tr> <td>WWTP Collections Shop Parking Lot (Mill All)</td> <td>Located at the WWTP</td> </tr> <tr> <td>WWTP Trickling Filter Driveway (Mill All)</td> <td>Located at the WWTP</td> </tr> <tr> <td>T.H. 23 Lift Station (Mill All)</td> <td>Off T.H. 23 by SMSU</td> </tr> <tr> <td colspan="2">* At their meeting on June 27, 2023, the City Council authorized additional paving at the Wastewater Treatment Facility in the estimated amount of \$29,800, for a Wastewater approximate estimated total of \$86,000.</td> </tr> <tr> <td colspan="2">** North 7th Street ADM Truck Lane 2" Mill and Overlay</td> </tr> <tr> <td><i>North 7th Street (2" Mill All)</i></td> <td><i>Erie Road to Tree Dump Entrance</i></td> </tr> <tr> <td><i>ADM Truck Lane (2" Mill All)</i></td> <td><i>Erie Road to Tree Dump Entrance</i></td> </tr> <tr> <td colspan="2">** Change Order #1 removed the ADM Truck Lane portion of the project for a contract decrease of (\$123,985.98).</td> </tr> </tbody> </table> <p>The items on Change Order No. 3 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction.</p>	Street	From-To	Tiger Drive (Mill All)	T.H. 23 to 400' North of Victory Drive	Mercedes Street	T-Bird Drive to T-Bird Drive	Viper Trail	Mercedes Drive to 120' East	Birch Street	N. Hill Street to N. Bruce Street	Poplar Street	N. Hill Street to N. Bruce Street	Pine Street	N. Hill Street to N. Bruce Street	N. Hill Street (Mill All)	Boxelder Av to end of Curb (350' N. of College Dr)	<i>Floyd Wild Drive</i>	<i>Susan Intersection to Canoga Park Dr.</i>	<i>Canoga Park Drive</i>	<i>T.H. 23 to 726' East</i>	Whitney Circle (Mill All)	All	Whitney Circle	Leveling for island removal	* Wastewater 1.5" Mill and Overlay Project		Main Lift Station Driveway (Mill All)	Off Kossuth Street	WWTP Collections Shop Parking Lot (Mill All)	Located at the WWTP	WWTP Trickling Filter Driveway (Mill All)	Located at the WWTP	T.H. 23 Lift Station (Mill All)	Off T.H. 23 by SMSU	* At their meeting on June 27, 2023, the City Council authorized additional paving at the Wastewater Treatment Facility in the estimated amount of \$29,800, for a Wastewater approximate estimated total of \$86,000.		** North 7th Street ADM Truck Lane 2" Mill and Overlay		<i>North 7th Street (2" Mill All)</i>	<i>Erie Road to Tree Dump Entrance</i>	<i>ADM Truck Lane (2" Mill All)</i>	<i>Erie Road to Tree Dump Entrance</i>	** Change Order #1 removed the ADM Truck Lane portion of the project for a contract decrease of (\$123,985.98).	
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	All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 3) in the amount of \$27,977.66.						
Fiscal Impact:	<p>The items on Change Order No. 3 (Final Reconciling Change Order) for the above project are the result of final measurements and changes in item quantities during construction. Change Order No. 3 (Final) results in a contract decrease in the amount of (\$124,881.14) and a final contract amount was \$635,144.59. The original contract amount was \$887,990.20, for a net contract decrease of (\$252,845.61). Note: Change Order #1 removed the ADM Truck Lane portion of the project for a contract decrease of (\$123,985.98). ADM preferred to have Duininck, Inc. bill them directly for the work that occurred in the ADM truck stacking lane.</p> <p>The 2023 capital budget included \$774,500 for this work as follows: \$625,000 in the Public Improvement Fund and \$149,500 in the Wastewater Fund. Actual cost participation of the project is as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Street Department: (2023 Public Improvement Fund budget included \$625,000)</td> <td style="text-align: right; vertical-align: bottom;">\$560,933.87</td> </tr> <tr> <td style="padding-top: 10px;">Wastewater Department: (2023 Wastewater budget included approximately \$149,500)</td> <td style="text-align: right; vertical-align: bottom;">\$74,210.72</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$635,144.59</td> </tr> </table>	Street Department: (2023 Public Improvement Fund budget included \$625,000)	\$560,933.87	Wastewater Department: (2023 Wastewater budget included approximately \$149,500)	\$74,210.72		\$635,144.59
Street Department: (2023 Public Improvement Fund budget included \$625,000)	\$560,933.87						
Wastewater Department: (2023 Wastewater budget included approximately \$149,500)	\$74,210.72						
	\$635,144.59						
Alternative/ Variations:	No alternative actions recommended.						
Recommendations:	that the Council approve Change Order No. 3 (Final), resulting in a contract decrease in the amount of (\$124,881.14) and acknowledge Final Pay Request (No.3) in the amount of \$27,977.66 for the above-referenced project to Duininck, Inc. of Prinsburg, Minnesota.						



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	3
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Project Location					
Local Agency	City of Marshall Public Works	Local Project No.	ST-002-2023		
Contractor	Duininck, Inc.	Contract No.	ST-002-2023		
Address/City/State/Zip	408 6th Street P.O. Box 208 / Prinsburg / MN / 56281				
Total Change Order Amount \$	(\$124,881.14)				

Final Reconciling Change Order

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
2104.503	REMOVE CONCRETE/BITUMINOUS PAVEMENT	SQ FT	\$5.00	15	\$75.00
2232.504	MILL BITUMINOUS SURFACE (1.5" WASTEWATER)	S Y	\$3.50	-878.18	(\$3,073.63)
2232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$4.00	-587.94	(\$2,351.76)
2232.504/ 00040	MILL BITUMINOUS SURFACE (1.5")	S Y	\$3.35	-6479.87	(\$21,707.56)
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	-1243	(\$3,729.00)
2360.609	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$86.70	-1128.55	(\$97,845.28)
2360.609	TYPE SP 9.5 WEARING COURSE MIX (3,B WASTEWATER)	TON	\$86.70	239.59	\$20,772.45
2360.609	TYPE SP 12.5 WEARING COURSE MIX (4,B)	TON	\$89.93	-152	(\$13,669.36)
2504.602/ 00032	ADJUST GATE VALVE & BOX	EAC H	\$450.00	-5	(\$2,250.00)
2506.502/ 06020	ADJUST FRAME & RING CASTING	EAC H	\$750.00	-2	(\$1,500.00)
2521.518/ 00040	4" CONCRETE WALK	S F	\$17.00	-46	(\$782.00)
2521.518/ 00060	6" CONCRETE WALK	S F	\$20.00	59	\$1,180.00
Net Change this Change Order					(\$124,881.14)

Due to this change, the contract time: *(check one)*



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	3
-----------	--	-----------------	-----	------------------	---

<input type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved by Project Engineer: Eric Hanson Date: 9/6/2023
 Print Name: Eric Hanson Phone: 507-537-6774

Approved by Contractor: [Kristopher Duininck \(Sep 28, 2023 13:53 CDT\)](#) Date: Sep 28, 2023
 Signature

Print Name: Kristopher Duininck, Vice President

Contract Number: ST-002-2023
 Pay Request Number: 3

Project Number	Project Description
ST-002-2023	2023 Bituminous Overlays City of Marshall on various streets

Contractor: Duinick, Inc. 408 6th Street Prinsburg, MN 56281	Vendor Number: 01-1020 Up To Date: 08/30/2023
---	--

Contract Amount		Funds Encumbered	
Original Contract	\$887,990.20	Original	\$887,990.20
Contract Changes	(\$252,845.61)	Additional	(\$252,845.61)
Revised Contract	\$635,144.59	Total	\$635,144.59

Work Certified To Date	
Base Bid Items	\$639,123.08
Contract Changes	(\$3,978.49)
Material On Hand	\$0.00
Total	\$635,144.59

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
(\$3,978.49)	\$635,144.59	\$0.00	\$607,166.93	\$27,977.66	\$635,144.59
Percent: Retained: 0%			Percent Complete: 100%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
Eric Hanson
 County/City/Project Engineer
08/30/2023
 Date

Approved By Duinick, Inc.
Kristopher Duinick
Kristopher Duinick, Corp 28, 2023 18-53 COTI
 Contractor
 Sep 28, 2023
 Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-06-29	\$24,708.00	\$1,235.40	\$23,472.60
2	2023-08-22	\$614,415.08	\$30,720.75	\$583,694.33
3	2023-08-30	(\$3,978.49)	(\$31,956.15)	\$27,977.66

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Overlay		\$635,144.59	\$0.00	\$607,166.93	\$27,977.66	\$635,144.59

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
495	Local / Other[1]	\$27,977.66	\$635,144.59	\$635,144.59	\$635,144.59

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid		12104.503	REMOVE CONCRETE/BITUMINOUS PAVEMENT	SQ FT	\$5.00	552	0	\$0.00	552	\$2,760.00
Base Bid		22104.503/00315	REMOVE CURB & GUTTER	L F	\$10.00	104	0	\$0.00	104	\$1,040.00
Base Bid		32232.504/00040	MILL BITUMINOUS SURFACE (1.5")	S Y	\$3.35	29632.13	0	\$0.00	29632.13	\$99,267.64
Base Bid		42232.504	MILL BITUMINOUS SURFACE (1.5" WASTEWATER)	S Y	\$3.50	3711.82	0	\$0.00	3711.82	\$12,991.37
Base Bid		52232.504	MILL BITUMINOUS SURFACE (2.0")	S Y	\$4.00	10696.06	0	\$0.00	10696.06	\$42,784.24
Base Bid		62357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$3.00	4550	0	\$0.00	4550	\$13,650.00
Base Bid		72360.604	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	S Y	\$100.00	23	0	\$0.00	23	\$2,300.00
Base Bid		82360.609	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$86.70	2988.45	0	\$0.00	2988.45	\$259,098.62
Base Bid		92360.609	TYPE SP 9.5 WEARING COURSE MIX (3,B WASTEWATER)	TON	\$86.70	686.59	0	\$0.00	686.59	\$59,527.35
Base Bid		102360.609	TYPE SP 12.5 WEARING COURSE MIX (4,B)	TON	\$89.93	1202	0	\$0.00	1202	\$108,095.86
Base Bid		112504.602/00032	ADJUST GATE VALVE & BOX	EACH	\$450.00	9	0	\$0.00	9	\$4,050.00
Base Bid		122506.502/06020	ADJUST FRAME & RING CASTING	EACH	\$750.00	15	0	\$0.00	15	\$11,250.00
Base Bid		132521.518/00040	4" CONCRETE WALK	S F	\$17.00	164	0	\$0.00	164	\$2,788.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2521.518/0060	6" CONCRETE WALK	S F	\$20.00	309	0	\$0.00	309	\$6,180.00
Base Bid	15	2531.503/02315	CONCRETE CURB & GUTTER DESIGN B618	L F	\$60.00	104	0	\$0.00	104	\$6,240.00
Base Bid	16	2531.618/00010	TRUNCATED DOMES	S F	\$100.00	34	0	\$0.00	34	\$3,400.00
Base Bid	17	2575.602/00700	SITE RESTORATION	EACH	\$925.00	4	0	\$0.00	4	\$3,700.00
Base Bid Totals:								\$0.00		\$639,123.08

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
ST-002-2023	Base	\$0.00	\$639,123.08

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ST-002-2023	CO1	5	2232.504 MILL BITUMINOUS SURFACE (2.0") (S Y)	\$4.00	-8213	(\$32,852.00)	ADJ				
ST-002-2023	CO1	6	2357.506 BITUMINOUS MATERIAL FOR TACK COAT (GAL)	\$3.00	-821	(\$2,463.00)	ADJ				
ST-002-2023	CO1	10	2360.609 TYPE SP 12.5 WEARING COURSE MIX (4,B) (TON)	\$89.93	-986	(\$88,670.98)	ADJ				
ST-002-2023	CO2	18	2360.601/000101 BITUMINOUS PAVEMENT DISINCENTIVE (LUMP SUM)	(\$3,978.49)	1	(\$3,978.49)	ITM	\$1.00	(\$3,978.49)	1	(\$3,978.49)
ST-002-2023	CO3	12	104.503 REMOVE CONCRETE/BITUMINOUS PAVEMENT (SQ FT)	\$5.00	15	\$75.00	ADJ				
ST-002-2023	CO3	3	2232.504/00040 MILL BITUMINOUS SURFACE (1.5") (S Y)	\$3.35	-6479.87	(\$21,707.56)	ADJ				
ST-002-2023	CO3	4	2232.504 MILL BITUMINOUS SURFACE (1.5" WASTEWATER) (S Y)	\$3.50	-878.18	(\$3,073.63)	ADJ				
ST-002-2023	CO3	5	2232.504 MILL BITUMINOUS SURFACE (2.0") (S Y)	\$4.00	-587.94	(\$2,351.76)	ADJ				
ST-002-2023	CO3	6	2357.506 BITUMINOUS MATERIAL FOR TACK COAT (GAL)	\$3.00	-1243	(\$3,729.00)	ADJ				
ST-002-2023	CO3	8	2360.609 TYPE SP 9.5 WEARING COURSE MIX (3,B) (TON)	\$86.70	-1128.55	(\$97,845.28)	ADJ				

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ST-002-2023	CO3	9	2360.609 TYPE SP 9.5 WEARING COURSE MIX (3,B WASTWATER) (TON)	\$86.70	239.59	\$20,772.45	ADJ				
ST-002-2023	CO3	10	2360.609 TYPE SP 12.5 WEARING COURSE MIX (4,B) (TON)	\$89.93	-152	(\$13,669.36)	ADJ				
ST-002-2023	CO3	11	2504.602/00032 ADJUST GATE VALVE & BOX (EACH)	\$450.00	-5	(\$2,250.00)	ADJ				
ST-002-2023	CO3	12	2506.502/06020 ADJUST FRAME & RING CASTING (EACH)	\$750.00	-2	(\$1,500.00)	ADJ				
ST-002-2023	CO3	13	2521.518/00040 4" CONCRETE WALK (S F)	\$17.00	-46	(\$782.00)	ADJ				
ST-002-2023	CO3	14	2521.518/00060 6" CONCRETE WALK (S F)	\$20.00	59	\$1,180.00	ADJ				
Contract Change Totals:									(\$3,978.49)		(\$3,978.49)

Contract Change Totals															
Number	Description	Effective Date	Amount												
1	<p>ADM has come to an agreement with Duinick to remove the ADM Truck Lane work from this contract. This Change Order will remove the quantities that were listed in the plans for this work.</p> <ul style="list-style-type: none"> - 986 Tons of Mix - 821 Gal of Bituminous Tackcoat - 8,213 SQ YDS of Milling <p>This change was discussed with Kent D (Duinick), Darryl M (ADM), and Jason R and Eric H(City) on site, followed by a formal request from Bryce T (Duinick) by email on 6-23-23.</p>	07/20/2023	(\$123,985.98)												
2	<p>This Change Order is the is the disincentive for the pavement Core Densities.</p> <p>CORE MIX PRICE ADJUSTMENT</p> <table border="0"> <tr> <td>1-3</td> <td>SPWEB440B</td> <td>\$-693.00</td> </tr> <tr> <td>4-5</td> <td>SRWEB340B</td> <td>\$-1,853.21</td> </tr> <tr> <td>6-7</td> <td>SPWEB440B</td> <td>\$-606.90</td> </tr> <tr> <td>8-10</td> <td>SPWEB440B</td> <td>\$-825.38</td> </tr> </table> <p>The total price adjustment will be a deduction will be \$3,978.49 as calculated from the cores.</p>	1-3	SPWEB440B	\$-693.00	4-5	SRWEB340B	\$-1,853.21	6-7	SPWEB440B	\$-606.90	8-10	SPWEB440B	\$-825.38	08/21/2023	(\$3,978.49)
1-3	SPWEB440B	\$-693.00													
4-5	SRWEB340B	\$-1,853.21													
6-7	SPWEB440B	\$-606.90													
8-10	SPWEB440B	\$-825.38													
3	Final Reconciling Change Order	08/29/2023	(\$124,881.14)												

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$635,144.59
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State Of Minnesota City of Marshall, Minnesota Project Number ST-002-2023

Construction Plans for Bituminous Overlays & Pedestrian Ramp Improvements withing the City of Marshall

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2-3	Estimated Quantity Sheet
4	Construction Notes Sheet
5	Detail Sheet
6	ADA Plan Sheets
7	WWTF Plan Sheet
8-17	MNDOT Standard Plan Sheets

LEGEND

ALIGNMENT STATIONS	—————
GAS LINE	—●—●—●—●—
COMMUNICATION LINE	—■—■—■—■—
FIBER LINE	—□—□—□—□—
UNDERGROUND POWER	—■—■—■—■—
STREET LIGHT	⊕
EXISTING CATCH BASIN	□
EXISTING STORM MANHOLE	⊙
EXISTING SANITARY MANHOLE	⊙
EXISTING HYDRANT	⊕
EXISTING WATER VALVE	⊕
NEW CATCH BASIN	□
NEW HYDRANT	⊕
NEW WATER VALVE	⊕
NEW SANITARY MANHOLE	⊙
NEW STORM MANHOLE	⊙
BENCHMARK TOP NUT HYDRANT	⊕

SPECIFICATION REFERENCE

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE SUPPLEMENTAL SPECIFICATIONS DATED SEPTEMBER 2022 SHALL GOVERN

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.

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

DESIGN DATA

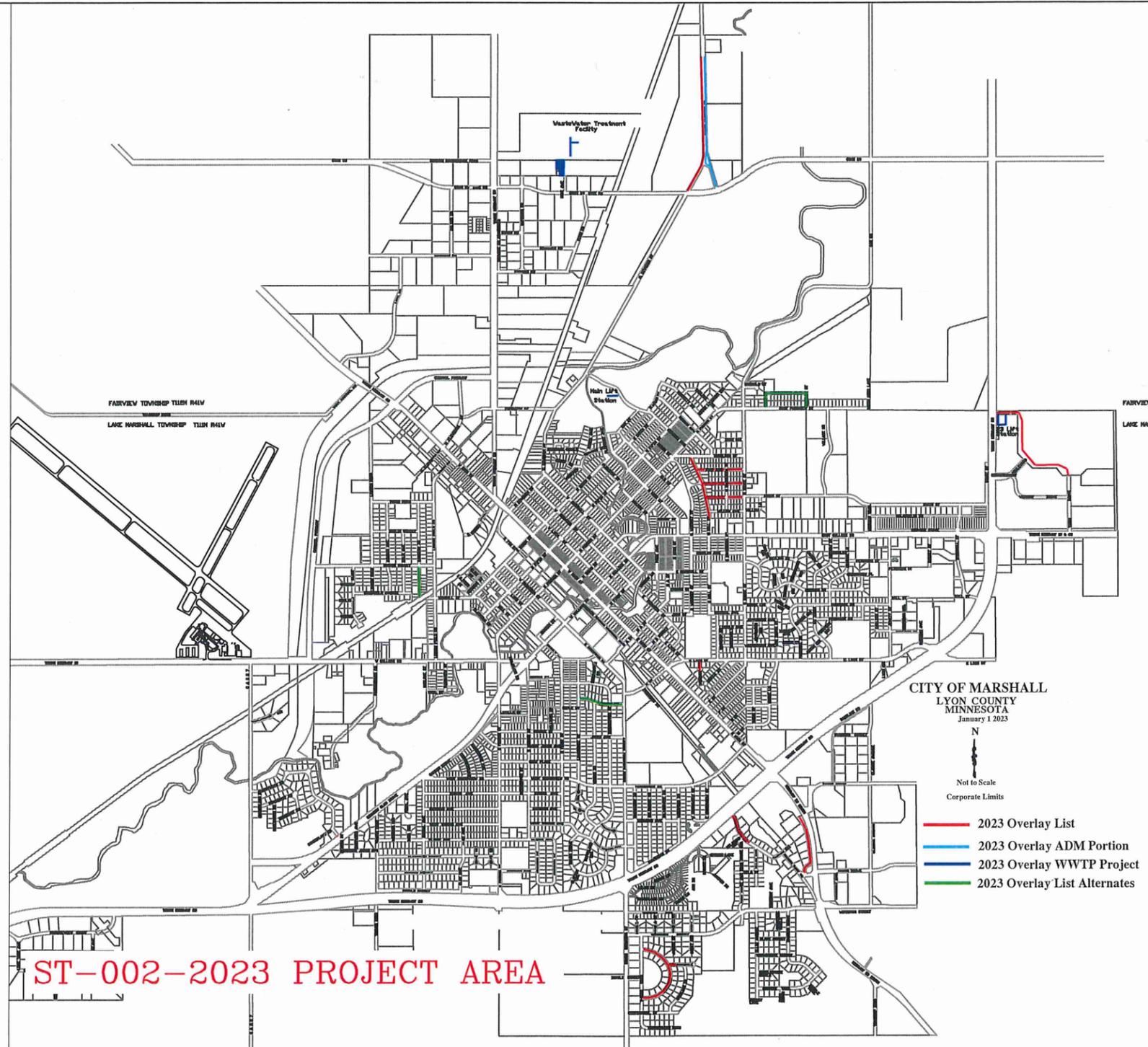
DESIGN SPEED 30 MPH
STOPPING SIGHT DISTANCE BASED ON
3.5' HEIGHT OF EYE
0.5' HEIGHT OF OBJECT

SCALES

PLAN	1"=20'
PROFILE	NA
INDEX MAP	1"=100'
GENERAL LAYOUT	1"=20'



NOT TO SCALE



ST-002-2023 PROJECT AREA

CITY OF MARSHALL
LYON COUNTY
MINNESOTA
January 1, 2023



Not to Scale
Corporate Limits

- 2023 Overlay List
- 2023 Overlay ADM Portion
- 2023 Overlay WWTP Project
- 2023 Overlay List Alternates

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

Jason Anderson
APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE: 2-16-23
REG NO 53322

DESIGNED BY: _____	DATE: _____	REVISIONS: _____	INIT.: _____
DRAWN BY: JAR			
JRA			
Item 13.			

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

2023 BITUMINOUS OVERLAYS

TITLE SHEET

CITY PROJECT NO. ST-002-2023	DATE 01/01/2023
STATE AID PROJECT NO.	SHEET NO. Page 56

Presenter:	Jason Anderson
Meeting Date:	Tuesday, October 10, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project AP-003: Airport Snow Removal Equipment (SRE) Building - Federal Grant Pre-Application
Background Information:	<p>The City has been working with TKDA to construct a new snow removal equipment (SRE) and maintenance equipment building at the Southwest Minnesota Regional Airport since early 2021. The existing buildings do not adequately accommodate all of the airport maintenance storage and workspace needs. The new facility is planned to be constructed in Airpark East, the east building area of the airport. This facility is identified in the Airport Master Plan and this project has been identified on the airport capital improvement plan (CIP) since 2011.</p> <p>It is now time to submit a grant initiation request to FAA to notify both the State and Federal aviation offices of the City’s intent to utilize federal funds for our project. If we do not submit this grant initiation request, we will be unable to utilize federal funds for a project in calendar year 2024. The City will still need Council authorization in the future to hire TKDA to complete bidding services for the re-bid of the project and we will need future Council authorization to make grant applications for State and Federal funds.</p> <p><u>Current, proposed project timeline:</u></p> <ul style="list-style-type: none"> i. Contractor forum & outreach – Nov. 2023 ii. Advertise for bids – Dec. 2023 iii. Bid opening – Jan. 2023 iv. Contract award –Feb. 2024 v. Material order – Mar. 2024 vi. Grant applications – Mar. 2024 vii. Notice to proceed (site work) – June 2024 viii. Notice to proceed (building) – Sept. 2024 ix. Construction completion – July 2025 <p><u>Historical reference for action items relating to the project:</u></p> <p>03/23/2021 - Council authorized the first transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2021 Federal Entitlement Funds to Dodge Center, MN (TOB).</p> <p>10/12/2021 - Council authorized acceptance of the Proposal with TKDA for a Predesign Study in the amount of \$35,000.00.</p> <p>03/08/2022 - Council authorized the second transfer of Airport Federal Entitlement Funds and authorized execution and filing of FAA Form 5100-110 for the transfer of \$150,000 of MML Airport 2022 Federal Entitlement Funds to Waseca, MN (ACQ).</p> <p>04/26/2022 - Council authorized TKDA submittal of an FAA Grant Application in the amount of \$135,598.00. Total design cost in the request for grant funding was \$297,000.00. This total included \$7,000 in local project costs and \$35,000 reimbursement for the TKDA pre-design study.</p>

	<p>05/10/2022 - City Council authorized acceptance of the Proposal with TKDA for Design Phase Services in the amount of \$255,000 with services under this proposal, contingent on receipt of the federal and State grant agreements.</p> <p>08/15/2022 - FAA Grant Agreement 3-27-0056-019-2022 received and electronically signed by Mayor and City Attorney.</p> <p>09/13/2022 - City Council acknowledgement of FAA Grant Agreement 3-27-0056-019-2022 for Funding of Site and Building Design in the amount of \$135,598.00.</p> <p>09/27/2022 - Consider Resolution of Authorization to Execute MnDOT Grant Agreement No. 1051776 for funding of Site and Building Design in the amount of \$109,968.00.</p> <p>10/20/2022 - Submission of 2023 Federal Grant Initiation Request to ensure eligible utilization of all Airport entitlements and indicating the project is planned to utilize both the airports AIP and AIG funding available in 2023. At the time of submission of Initiation Request, it was noted that the building design was just beginning, and the funding eligibility and prorates would be revisited prior to the grant application.</p> <p>02/07/2023 – Most recent TKDA presentation of project to the Airport Commission. Commission member Ron Halgerson has served as the Airport Commission representative to the project to help review project plans and offer outside input to the project.</p> <p>02/14/2023 - Project presented to Public Improvement/Transportation Committee for their information.</p> <p>02/28/2023 - City Council authorization to advertise for bids.</p> <p>04/03/2023 - Bids received – One bid was received from Sussner Construction, Inc. in the amount of \$4,346,000, which substantially exceeded the construction cost estimate of \$3,118,023 for construction costs. Total estimated project budget, including construction administration and special testing costs, was \$3,353,023. At the Airport Commission meeting on 04/04/2023, Airport Commission discussed and recommended a re-evaluation of the project scope, bidding requirements and potential cost control measures for the City’s review/consideration.</p> <p>4/25/2023 – City Council rejected the bid received from Sussner Construction, Inc. for construction of the building. The bid received was substantially over the City’s budget for the project. Council directed staff to work with TKDA and Airport Commission to re-evaluate the project AP-003 bid package with the goal of making the project more economical.</p>
Fiscal Impact:	<p>A project cost estimate is included in the Council packet for reference. The estimate identifies each source of funding for the project. The current estimate identifies a local cost of \$800,000, but this is a draft estimate and a local cost of \$1,000,000 is more practical. TKDA will work to identify a greater use of federal funds where possible to help reduce the state funding request with the goal of ensuring a funding package that is acceptable to both MnDOT and FAA.</p> <p>Further, the City will need to bond locally for all project costs, including federal and state share to ensure that the project can be bid early in the year and to ensure that a contractor can begin work right away, unimpeded by funding schedules. With federal budget uncertainty, the FAA is not expecting to issues federal funds until Fall 2024. State grants are not typically awarded until spring/summer 2024. By bonding locally for all project costs, the City can be assured that funds will be available for project payments. Later, grant funds can be used to assist with bond payments.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council authorize City staff to submit the federal grant initiation request for use of federal dollars on the Airport Snow Removal Equipment (SRE) Building Project.

PROJECT COST BREAKDOWN
SRE BUILDING CONSTRUCTION AND SITE PREPARATION
SOUTHWEST MINNESOTA REGIONAL AIRPORT - MARSHALL (MML)
FEDERAL FISCAL YEAR 2024 GRANT INITIATION REQUEST

ID	UNIT OF WORK	COSTS			FUNDING				
		TOTAL COST	AIP ELIGIBLE PERCENTAGE*	AIP ELIGIBLE COST	FAA AIP 90.0%	FAA AIG (BIL) 90.0%	STATE AIP MATCH 0.0%	STATE 70.0%	SPONSOR <i>Varies</i>
1	ADMINISTRATIVE								
	Independent Fee Review	\$ 6,000.00	100.00%	\$ 6,000.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ 600.00
	City Administration	\$ 4,000.00	100.00%	\$ 4,000.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 400.00
	Subtotal Administrative	\$ 10,000.00	100.00%	\$ 10,000.00	\$ 9,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
2	ENGINEERING								
	Construction Phase Engineering (Building)	\$ 70,000.00	33.50%	\$ 23,450.00	\$ 21,105.00	\$ -	\$ -	\$ 32,585.00	\$ 16,310.00
	Construction Phase Engineering (Site)	\$ 155,000.00	100.00%	\$ 155,000.00	\$ -	\$ 139,500.00	\$ -	\$ -	\$ 15,500.00
	Subtotal Engineering	\$ 225,000.00	79.31%	\$ 178,450.00	\$ 21,105.00	\$ 139,500.00	\$ -	\$ 32,585.00	\$ 31,810.00
3	CONSTRUCTION								
	Building Construction	\$ 2,940,000.00	33.50%	\$ 984,900.00	\$ 886,410.00	\$ -	\$ -	\$ 1,368,570.00	\$ 685,020.00
	Site Preparation/Utility Construction	\$ 825,000.00	100.00%	\$ 825,000.00	\$ -	\$ 742,500.00	\$ -	\$ -	\$ 82,500.00
	Subtotal Construction	\$ 3,765,000.00		\$ 1,809,900.00	\$ 886,410.00	\$ 742,500.00	\$ -	\$ 1,368,570.00	\$ 767,520.00
	TOTAL COST	\$ 4,000,000.00	49.96%	\$ 1,998,350.00	\$ 916,515.00	\$ 882,000.00	\$ -	\$ 1,401,155.00	\$ 800,330.00
				<i>Project Funding Shares</i>	22.91%	22.05%	0.00%	35.03%	20.01%
				<i>Available FAA Entitlement Balance**</i>	\$ 914,402.00	\$ 879,000.00			

*FAA funding eligibility subject to change

Funding Shortfall \$ 2,113.00 \$ 3,000.00

Notes:

- 1) AIP Eligible Percentage capped at percentage shown to keep AIP share within the available entitlement amount.
- 2) No State AIP Match shown since state amount exceeds \$400,000 on AIP ineligible, in accordance with the Airport Funding Rates Letter for State FY 2024.
- 3) City to request an exemption to the \$1.0M state limit on project funding, in accordance with the Airport Funding Rates Letter for State FY 2024.

FAA, Dakota Minnesota Airports District Office

Grant Initiation Request for Federal Assistance

This Pre-application is intended to notify the State Aviation Offices and the Federal Aviation Administration Airports District Office (FAA-ADO) of the sponsor's intent for the Fiscal Year funds available. This Pre-application will serve as the initial notification of the grant process towards the ultimate goal of grant award, transfer, or carryover. Information provided can be changed as more information becomes available. Please continue to keep the FAA-ADO and the State Aviation Office informed of any changes or updates needed to this Pre-Application

Airport Name:

Southwest Minnesota Regional Airport – Marshall (MML): Marshall, MN

- We **do not plan** on having a project this year. *(Sign and date form and indicate funding action below).*
- FAA is authorized to carry our entitlements into the next fiscal year.
 - FAA is authorized to transfer entitlements. *Form 5100-110 due by May 1st.*
- We **do plan** on having a project this year.

Detailed Project Description *(provide all the details, including ground disturbing activities such as trenching, grading, borrow, staging etc):*

1. Construct SRE/Maintenance Equipment Facility

This project will construct a Snow Removal Equipment (SRE) Building at the Southwest Minnesota Regional Airport. The SRE Storage and Maintenance Facility will accommodate current airport snow removal equipment, mowing equipment, maintenance vehicles, and sand/chemical material storage. Also included will be airport maintenance staff office/meeting room, handicap accessible restrooms, and building utility space.

The proposed structure will be approximately 7,400 SF to accommodate existing airport equipment. Of the total building area, approximately 2,970 SF is eligible for Federal funding for the storage of federally acquired SRE equipment, and sand/chemical material storage area.

The project is located in the East Development Area of the airport with ample space for construction staging without disturbing any new areas.

2. Construct SRE/Maintenance Equipment Facility Site and Utilities

The project provides for the grading of the building site, construction of a bituminous access road with concrete curb and gutter to access both the public roadway (Madrid Circle) and the airfield, bituminous parking lot construction to accommodate airport maintenance personnel, and installation of a manual fencing gate for access of equipment to the airfield. Site work will also include drainage improvements, storm sewer installation, and granular fill under the building and pavement areas. Other utilities required for the building, such as water main, sanitary sewer, electrical service, natural gas service, and fiber optic communications will be extended to the

building, within the disturbed limits of the site. The proposed project limits are within previously disturbed lands.

Detailed Project Justification:

1. Construct SRE/Maintenance Equipment Facility

There is a need for a new Snow Removal Equipment (SRE) Building at the Southwest Minnesota Regional Airport. The existing 3,600 SF building is inadequate to store all the current fleet of snow removal and maintenance equipment the airport owns. The airport also stores excess equipment within aircraft T-hangar units, but would like to store all equipment in one location and free up T-hangar space that can be rented for aircraft storage. The existing SRE building is over 40-years old and is past its useful life, and in need of major rehabilitation or replacement.

The Airport Layout Plan identifies a new building site within the east building area of the airport. Long term planning includes expansion of the SRE Building to accommodate ARFF Equipment, and both aircraft and local firefighting capabilities.

The SRE Storage and Maintenance Facility will accommodate current airport snow removal equipment, mowing equipment, maintenance vehicles, and sand/chemical material storage. Also included will be airport maintenance staff office/meeting room, and handicap accessible restrooms. The SRE Facility will be designed such that it can be expanded for the future firefighting facilities, and utilize common elements such as the meeting room and restrooms.

The proposed structure will be approximately 7,400 SF to accommodate existing equipment. Of the total building area, approximately 2,970 SF is eligible for Federal funding to accommodate federally eligible equipment and material storage, based on the FAA's SRE equipment calculator spreadsheet, and in accordance with the provisions and limitations of the FAA's AIP Handbook, Order 5100.38D, Table O-3. On July 12, 2022, the FAA ADO provided a funding eligibility determination that MML is eligible to federally fund two SRE carrier vehicles, and also fund the storage of two AIP eligible vehicles utilizing FAA AIP non-primary entitlement funds.

The attached sketch shows the proposed location for the SRE building, which was determined to be the most cost efficient location due to the proximity to existing utility connections, existing and future surface transportation infrastructure, and long-term airport development.

The estimated overall cost for this project is \$3,300,000 for building construction, construction phase engineering, and administrative costs of the SRE Building. Site improvements and their anticipated costs are listed below.

2. Construct SRE/Maintenance Equipment Facility Site and Utilities

The justification for the SRE building (Overall Development Objective) is described in Project #1 above. This site preparation project is needed to complete above-ground and below-ground site improvements to prepare the building site for future vertical construction of the SRE building.

The estimated overall cost for the site improvements is \$700,000 for site construction, and construction phase engineering associated with the site work. Site work and utilities are planned to utilize FAA AIG (BIL) funding in FFY 2024.

Detailed Sketch matching project description (Required)

SAMS expiration date current (Required) *Attach SAMS website screenshot*

Environmental Status (Required):

Previously approved environmental document (attached) – CATEX approved by the FAA on 4/12/2022

CATEX Request (submitted after scope defined)

Project shown on Approved ALP (Required)

Yes No, please explain

Click or tap here to enter text.

Cost estimate (See attached)

Jason Anderson, Director of Public Works/City Engineer

Sponsor's Designated Official Representative Print or Type (Official with authority to sign grant agreement)

Sponsor's Designated Official Representative (signature and date required)

Presenter:	Jason Anderson
Meeting Date:	Tuesday, October 10, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Award of Proposal for Professional Services for 2022 Active Transportation (AT) Infrastructure Project
Background Information:	<p>The City of Marshall was awarded \$360,381 in Active Transportation (AT) Infrastructure Program grant funds for construction of several city-wide pedestrian improvement projects including an enhanced pedestrian crossing (RRFB) at US Hwy 59/A Street, a shared use trail along US Hwy 59 between Boyer Drive & Windstar, and the re-alignment of the Camden Trail at County Road 7 along with an enhanced crossing (RRFB). The projects will need to adhere to State Aid standards and require approval from the District State Aid Engineer.</p> <p>At their meeting on December 27, 2022, the City Council adopted the attached Resolution 22-107, "Resolution of Support" for the project and authorized Bolton & Menk, Inc. and City staff to submit the grant application. At said meeting, City staff proposed to hire BMI if a grant was offered and return to the City Council for consideration of an engineering contract with BMI for project design.</p> <p>Attached is the proposal from BMI in response to the City of Marshall's request for developing construction plans including preliminary and final design engineering services to ready the improvement project for competitive bidding for the project in the amount not-to-exceed \$48,000.00.</p>
Fiscal Impact:	The estimated construction cost will be covered by the grant. Engineering costs are not grant eligible and will be funded with local funds in an amount not-to-exceed \$48,000. City staff would propose to pay for engineering costs, as well as any construction costs that go above grant amount, with municipal state aid street (MSAS) funds. Because the City is in an advanced status with our MSAS account, we will need to request for a funding advance in early 2024 to ensure that we secure funds for this project.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council award the Proposal for Professional Services to Bolton & Menk, Inc. of Mankato, Minnesota, for the development of construction plans, including preliminary and final design engineering services, to ready the improvement project for competitive bidding for the 2022 Active Transportation (AT) Infrastructure Project in the amount not-to-exceed \$48,000.00.



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

September 26th, 2023

Jason Anderson, P.E.
Director of Public Works
City of Marshall
344 West Main Street, PO Box 477
Marshall, MN 56258

RE: Proposal for 2022 Active Transportation (AT) Infrastructure Project

Dear Mr. Anderson:

Congratulations on the recent success of securing \$360,381 in grant funds for active transportation improvements in the City of Marshall. On behalf of Bolton & Menk, Inc., we thank you for the opportunity to present this proposal in response to the City of Marshall's request for developing construction plans for the 2022 Active Transportation (AT) Infrastructure Project.

This proposal describes our understanding of the project, defines the scope of work, and provides you with an estimate of the cost of our services. The following project scope and proposed fees have been broken into three primary tasks; project management, preliminary design, and final design (construction plans & specifications). Our understanding is that the project will be bid in Spring of 2024 with substantial completion in 2024 and final completion in 2025. Developing an accurate and concise construction plan for bidding is one of the most important steps to delivering a successful project and we consider these tasks as the milestones in the project development process.

We appreciate the opportunity to continue servicing the City of Marshall and value the great working relationship we have developed with the staff and council. Please feel free to contact me with any questions or comments regarding the services proposed herein at Joshua.stier@bolton-menk.com or (218) 491-9434.

Sincerely,

Bolton & Menk, Inc.

Joshua G. Stier, P.E.
Senior Project Manager

Chuck DeWolf, PE
Principal-in-Charge

Enclosure: Scope of Services

Cc: Eric Hanson, P.E.
Chuck DeWolf, P.E.

Project Understanding

The City of Marshall was awarded \$360,381 in Active Transportation (AT) Infrastructure Program grant funds for construction of several city-wide pedestrian improvement projects including an enhanced pedestrian crossing at US Hwy 59/A Street, a shared use trail along US Hwy 59 between Boyer Drive & Windstar, and the re-alignment of the Camden Trail at County Road 7. The projects will need to adhere to State Aid standards and require approval from the District State Aid Engineer. The City of Marshall is requesting a scope for project development including preliminary and final design engineering services to ready the improvement project for competitive bidding.

Scope of Work

Task 1 – Project Management

Effective collaboration will be initiated at the kickoff meeting to set the table for expectations, recap project goals and schedule, and highlight key issues and known risks that need to be mitigated. We will conduct bi-weekly progress meetings to ensure communication between groups is effective and timely. We will develop agendas and minutes for all meetings ensuring decisions are documented. We will use an action item and decision log to track project needs and decisions.

Deliverables: Bi-Weekly Check-In Calls, Agenda & Minutes, Action Item Log, General Project Coordination

Task 2 – Preliminary Design

To kick off the project, Bolton & Menk will revisit the concept drawings developed with the grant application. We will work through a preliminary design process with City staff to ensure a thorough concept development process. Discussions will occur with city, county and MnDOT staff to ensure agreement on alignment and geometrics. We will develop cost estimates for each scenario analyzed to ensure understanding of overall project budget is maintained.

US 59/A St Intersection – This intersection will require a hybrid traffic review to ensure the appropriate intersection control is provided. Bolton & Menk has discussed expectations with the MnDOT District 8 traffic engineer and is prepared to develop a memo that documents the design, traffic, and turning movements. This memo will be submitted on behalf of the city to MnDOT for their review.

Deliverables Preliminary Layouts of Improvements (Up to 2/project location), Intersection Memo on US 59/A Street Intersection, Preliminary Cost Estimates

Task 3 – Final Design

The Bolton & Menk team will provide project partners with construction plans, statement of estimated quantities, engineer's estimate of construction costs, and special provisions. We will provide review packages at the 60% and 90% stage. Our team will conduct a quality assurance/quality control (QA/QC) review of all deliverables prior to sharing. We will include special provisions starting with the 90% submittal. Bolton & Menk will incorporate all MnDOT and the City of Marshall's comments. The final design process will comply with the state aid process which requires the following items to be submitted to MnDOT for review.

Deliverables: Plans in conformance with State Aid Manual Plans and Proposals Chapter Guidelines, Project Manual & Specifications, Engineer's estimate, Plan review checklist, Lab testing and plant inspection services request, Right-of-way certificate and checklist, Permits (by City), if any: USACE, DNR, MPCA (NPDES), etc.

Information To Be Provided by The City

For the purposes of this proposal, we assume the city will provide the following information:

- Topographic and boundary survey information necessary to complete the project in dwg format.
- Record drawings of all known infrastructure located in the park that may be necessary for the proposed improvements.
- All necessary wetland delineations, permit applications, and agency coordination.
- All necessary coordination and permitting required (and not specifically mentioned in scope of work) with public agencies including MnDOT, Lyon County, MnDNR, FEMA, BWSR.
- Utility identification and coordination will be performed by city staff.
- Project bidding services and contractor coordination.

Schedule

All identified team members are available to begin work on this project as soon as possible. A high-level schedule is outlined below:

Notice to Proceed: October 2023

60% Plan Submittal: January 2024

Final Submittal: March 2024

Fees

The total estimated not to exceed hourly fee for the project scope as described above is \$48,000. Any work outside of this scope shall be authorized by the city prior to furnishing additional services. Additional services will be provided on an hourly basis in accordance with our regular schedule of fees upon approval by city staff.

Task		Cost		
		US 59/A Street	US 59 Trail Gap	Camden Trail Re-alignment
#	Name			
1	Project Management	\$2,000.00	\$2,000.00	\$2,000.00
2	Preliminary Design	\$5,000.00	\$2,500.00	\$2,500.00
3	Final Design	\$10,000.00	\$10,000.00	\$12,000.00
Subtotal		\$17,000.00	\$14,500.00	\$16,500.00
Total Fee, Hourly Not to Exceed		\$48,000.00		

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, October 10, 2023
Category:	OLD BUSINESS
Type:	ACTION
Subject:	Consideration of Development Agreement for Sanitary Sewer Extension to Serve Outlot B of Moore Addition
Background Information:	<p>City staff was approached by Dan Hisken, owner of Hisken Construction, Inc., regarding access to city sanitary sewer facilities at his shop location at 200 S 8th Street. The nearest city manhole is located a little over 300-FT to the east of the shop location. The shop is currently served by city water and electric, but it does not have access to sanitary sewer.</p> <p>Upon reviewing the area and through discussion, Mr. Hisken has agreed to extend the city public sewer to the west by over 300-FT to provide for sanitary sewer access at his shop facility. The project must be completed per City design and to City standards, and at time of successful completion, the sanitary sewer will become a public sanitary sewer. Mr. Hisken is agreeable to paying all of the costs for the sewer extension, along with costs for City engineering staff time for design and inspection. City staff will be responsible for ensuring that Mr. Hisken’s contractor installs the sanitary sewer piping system in accordance with City standards.</p>
Fiscal Impact:	No cost impact to the City. City engineering staff time will be paid by Hisken Construction, Inc.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the City Council authorize execution of the attached Development Agreement once it is finalized and in a form acceptable to the City Attorney.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made by and between the City of Marshall, a Minnesota municipal corporation (“**City**”) and Hisken Construction, Inc., a Minnesota business corporation (“**Owner**”). The City and the Owner may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. The Owner is the owner of the property (PID 27-542002-0) located at 200 South 8th Street within the City and legally described as Outlot B, Moore Addition, Lyon County, Minnesota (“**Property**”).
- B. The Owner requests City’s permission to have its contractor, Towne & Country Excavating LLC (“**Contractor**”), extend the City’s sanitary sewer line approximately 305 feet within the right-of-way of South 8th Street from the current end of the line at manhole ID 5NE38 to the Property to provide service to the Owner’s shop building (“**Project**”).
- C. The City is willing to allow the Owner to construct the Project and take over the extended sanitary sewer line, but only in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and obligations contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. Permission. The City grants the Owner permission to, at the Owner’s sole cost, have its Contractor construct the Project, provided all work is done in accordance with the terms and conditions of this Agreement.
2. Design Plan. The City agrees to prepare a design for the extension of the sanitary sewer system (“**Design**”) and provide it to the Owner. The Project must be constructed in accordance with the Design. The Design prepared by the City is incorporated in and made part of this Agreement. The Owner shall be responsible for reimbursing the City for its costs to prepare the Design. The City makes no guarantees or warranties regarding the Design other than it deems the Design it prepares as being sufficient for the City’s purposes of allowing an extension of its sanitary sewer pipe.
3. Standards. The Project must be constructed in accordance with the Design and the following:
 - (a) The approximately 305-foot extension to be placed within the City’s right-of-way shall be an 8” SDR 35 PVC sanitary sewer pipe.
 - (b) A 48” diameter concrete manhole shall be placed at the end of the extension, within the City’s right-of-way, to allow the City future access to the pipe for inspections and maintenance.

- (c) Install and maintain such traffic control devices as may be needed to warn the traveling public of the work being done within the City's right-of-way.
- (d) [do they need to pull a ROW permit?]
- (e) Restore the right-of-way by _____.
- (f) The Project must be completed, and the right-of-way fully restored, by December 1, 2023. The City may grant an extension in writing if it determines the Owner, for reasons out of the Owner's control, could not reasonably complete the Project by that date.
- (g) The lateral to be installed on the Property to connect the Owner's shop to the extended sanitary sewer line must comply with the City's regulations regarding such connections and shall be done solely at the Owner's cost. The Owner, not the City, is responsible for maintaining, repairing, or replacing the lateral in the future as may be needed.
- (h) All work and materials must comply with the City's standards, specifications, and policies as determined by the City's engineering staff.

No modifications to the Design, or the standards set out in this section, may occur unless the City approves them in advance in writing.

4. Inspections. The Owner shall have the City inspect the Project during construction and upon completion of the work. The Owner must have its Contractor notify the City prior to the start of work to arrange for inspections by the City. The Owner is responsible for having its Contractor make any repairs or take any corrective actions identified by the City to make the Project comply with the City's standards and the requirements of this Agreement.
5. Warranty. The Owner shall require the Contractor to warrant its work for at least one year from completion of the Project. The Owner is responsible for working with the Contractor to ensure the Contractor performs any needed warranty work, as determined by the City, that arises during the warranty period.
6. Acceptance of Improvements. The City agrees to accept the sanitary sewer extension and the manhole (collectively, the "**Improvements**") once the City determines the Project was completed in accordance with the terms and conditions of this Agreement. The Owner agrees to transfer the Improvements to the City at no cost to the City. The City will notify the Owner in writing of its acceptance. The Improvements shall be deemed transferred to the City upon the City's written acceptance. The City will thereafter inspect, maintain, and repair the Improvements in accordance with its usual practices and policies. Nothing in this Agreement shall limit the City's authority to impose special assessments on the Property related to any further projects within the right-of-way in accordance with its usual procedures.
7. Costs. The Owner is responsible for all costs to construct the Project and for reimbursing the City for its costs to prepare the Design, conduct inspections, and for preparing this Agreement (collectively, "**City Costs**"). To ensure the City is fully reimbursed for the City Costs, the Owner

shall be required to provide \$3,000 (“**Escrow**”) to the City to be used to reimburse the City Costs. The Escrow must be provided to the City prior to undertaking the Project. The City will draw upon the Escrow as needed to fully reimburse itself for the City Costs it incurs. If the Escrow is not sufficient to fully reimburse the City Costs, the City will provide the Owner an invoice for such additional amounts. The Owner shall pay the City such invoiced amounts within 20 days. If the City Costs do not exceed the Escrow, the City shall reimburse any remaining amount to the Owner, without interest, within 30 days of the final inspection and acceptance of the Improvements. If the Owner fails to fully reimburse the City for the City Costs, the parties agree such unpaid amounts constitute a service charge the City may collect on the taxes of the Property pursuant to Minnesota Statutes, sections 415.01 and 366.012, or pursuant to any other authority under law.

8. Term and Termination. This Agreement is effective as of the date of the last party to execute it and shall terminate upon the City’s acceptance of the improvements, the reimbursement in full of the City Costs, and the return of any remaining portion of the Escrow (if any). The indemnification and warranty obligations shall survive termination of this Agreement.
9. Entire Agreement. This Agreement, which includes the recitals and any incorporated documents, constitutes the entire agreement between the parties regarding this matter and it may not be amended except by a writing authorized and executed by both parties.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City and Owner have caused this Agreement to be executed in their names and on their behalf by their duly authorized representatives:

OWNER

By: _____

Dated: _____

CITY OF MARSHALL

By: _____
Robert Byrnes, Mayor

Dated: _____

By: _____
Sharon Hanson, City Administrator

Dated: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, October 10, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider farm lease proposals
Background Information:	<p>Following is an example farm lease for the years 2024, 2025, and 2026. Staff worked with the City Attorney on the lease language and terms.</p> <p>All existing leases expire at the end of 2023. A request for proposals for rental of approximately 446.1 acres of city owned agricultural property was issued on August 24th, with sealed proposals received until 11 AM on September 21st for 2024 through 2026. The proposals were publicly opened and read aloud after the proposal closing in Council Chambers. Two members of the public were present.</p> <p>An abstract of the proposals received with pricing per acre, the annual rent and the 3-year sum is also following, along with maps of the parcels.</p> <p>The following language will be included in the lease for parcel #12 (land near Wastewater):</p> <p style="padding-left: 40px;">Biosolid application: Lessor shall provide, and Lessee shall accept, wastewater biosolids for application on parcel 12 (82.27 acres). Lessee shall pay \$50 to \$100 per acre (sliding rate based on cost of fertilizer and nutrient quality of biosolids) per year for the biosolid application. Lessor shall provide and apply biosolids. Biosolids application shall occur at such time after harvest has occurred so as to not interfere with Lessee’s crop production and harvest. Lessee shall pay for biosolid application within 30 days of the date of application. Lessor shall provide verified information the biosolid nutritional composition and shall verify the total number of acres to which the biosolids have been applied.</p> <p>The existing renter was given the opportunity to match the high proposal for parcels #2 and #4. The City chose to offer that option to save on the costs of surveying and staking the properties, potential costs of an additional field approach, the irregular parcel widths, possible access issues, and previous experience with the farmer of those properties near the airport.</p> <p>Finally, some items of interest we disclosed during the proposal process:</p> <p style="padding-left: 40px;">Some parcels may NOT have access to a public road or right of way so the responder may need to request and obtain approval from an adjacent property owner to access the City property.</p> <p style="padding-left: 40px;">The acres available for lease could change yearly, especially for parcels within areas marketed for development.</p>

	<p>The City may terminate any farm lease for any reason up on 60 days' notice to the tenant. The City intends to provide such notice on or before mid-January each year.</p> <p>Rent will be due on or before April 1st each year.</p>
Fiscal Impact:	Rental income of \$121,800.95 would be collected each year of the lease if the recommended proposals are selected for each of the 12 parcels. (For comparative purposes, \$63,564.90 was collected for 2023.)
Alternative/ Variations:	No alternative action recommended
Recommendations:	Accept the recommended proposals for the 12 farm lease parcels (with update noted for parcels 2 and 4) and authorize staff to finalize applicable lease agreements effective January 1, 2024 through December 31, 2026.

FARMING LEASE

THIS FARMING LEASE (this “**Lease**”), is made this ___ day of _____, 20____, by and between the City of Marshall, a Minnesota municipal corporation (the “**City**”) and _____, (the “**Tenant**”) (Each referred to herein as a “**Party**” or together the “**Parties**”).

1. Property Description. The City hereby rents to the Tenant in consideration of the rents and promises hereinafter described the property consisting of approximately _____ acres (the “**Property**”). The Property is described on **Exhibit A** attached hereto.
2. Term. The Term of this Lease is for one year commencing on January 1, 20____ and terminating on December 31, 20____, unless otherwise terminated pursuant to the terms herein (the “**Term**”).
3. Base Rent. The Tenant shall pay to the City a total of \$_____ per year as the base rent for its use and enjoyment of the Property during the Term (“**Rent**”). The Tenant shall pay Rent to the City of \$_____ on or before April 1 of each year. Payments shall be sent to the City at the address provided below in Section 20 of this Lease.
4. Property Taxes. The City shall be responsible for paying the annual Real Estate Taxes attributable to the Property when they become due. The term “**Real Estate Taxes**” shall not include any special assessments levied upon or assessed against the Property. In the event such assessment occurs, Tenant shall be responsible for the timely payment of such assessment and shall provide proof of payment to the City.
5. Authority to Enter into Agreement & Quiet Enjoyment. The Parties each hereby represent and warrant to the other that it is duly authorized and empowered to execute, deliver and perform this Lease and that such action does not conflict with or violate any provision of law, regulation, policy, prior agreement, bylaw or other instrument to which it is a party or by which it is bound and that this Lease constitutes a valid and binding obligation of it enforceable in accordance with the terms herein. Further, the City warrants that the Tenant, upon the Tenant’s performance of all the terms, conditions, covenants, and agreements on the Tenant’s part to be observed and performed under this Lease, may peaceably and quietly enjoy the Property subject to the terms and conditions of this Lease.
6. Access to the Property. The Tenant agrees to permit the City and the authorized representatives of the City to enter the Property at all times during normal business hours (upon 24 hours’ notice to the Tenant) for the purpose of inspecting the same and conducting such investigations, tests, measurements, and assessments as may be desired by the City. In the event of an emergency constituting a danger to life, health, safety, or property, the City may enter the Property at any given time without the consent of or notice to the Tenant.

7. Tenant Obligations. The Tenant shall be responsible for paying or doing the following:

- A. The Tenant shall use the Property for agricultural purposes only, which includes farming and cultivation. The production of any legal agricultural crop is permitted on the Property, provided that the production of such crop does not damage the Property due to excessive runoff or erosion. The Tenant shall not keep any farm animals, livestock, or poultry on the Property. The Tenant agrees to use normal and customary farming practices in the care and maintenance of the Property and, without limiting normal practices, keep the Property free of noxious weeds to the greatest extent possible;
- B. The Tenant agrees that throughout the Term of this Lease, the Tenant shall not use the Property for the storage, handling, transportation, or disposal of any Hazardous Substances. "Hazardous Substances" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated, or classified under any Environmental Law or other applicable federal, state, or local laws and the regulations promulgated thereunder as: (i) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 (14), the Federal Water Pollution Control Act, 33 U.S.C. §1321(14), as now or hereafter amended; (ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903(5) , 6921, as now or hereafter amended; (iii) toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1) as now or hereafter amended; (iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412(a)(6), as now or hereafter amended; (v) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. §5102(2), as now or hereafter amended; (vi) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances or regulations, as now or as may be passed or promulgated in the future. "Hazardous Substances" shall also mean any substance that after release into the environment or upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities and specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), radioactive materials, including radon and naturally occurring radio nuclides, natural gas, natural gas liquids, liquefied natural gas, synthetic gas, oil, petroleum and petroleum-based derivatives, and urea formaldehyde;
- C. The Tenant agrees to comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, municipal, watershed, and other units of government regulating the use of the Property;

- D. The Tenant shall not do anything in or about the Property which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease;
 - E. The Tenant shall not make any alterations or improvements to the Property without the City's prior written consent. Any additions or improvements authorized by the City shall be made at the Tenant's sole expense and shall remain on the Property at the expiration of this Lease;
 - F. The Tenant shall refrain from using or applying any chemicals or products on Property which contain phosphorous;
 - G. The Tenant shall at all times during the Term maintain active entity status and keep good standing with the Minnesota Secretary of State;
 - H. The Tenant is not required to plow back the Property prior to the termination of this Lease; and
 - I. This Lease does not entitle the Tenant to allow or authorize use of the Property by the Tenant or any of Tenant's invitees for recreational purposes, including, but not limited to, hunting or the riding of snowmobiles, all-terrain, or similar recreational vehicles.
8. Costs Associated with the Lease. The City is not responsible for paying any of the Tenant's costs associated with this Lease, including preparation of the Property for farming. The Tenant shall pay all costs related to farming the Property.
9. Insurance. Tenant shall be responsible for maintaining its own insurance coverages that include liability protections for farming the Property. The Tenant hereby waives and releases all claims, liabilities, and causes of action against the City and its officials, agents, employees, and contractors for loss or damage to, or destruction of the Tenant's personal property located on the Property.
10. Indemnification. The Tenant shall hold the City harmless from and indemnify and defend the City against any claim or liability arising in any manner from the Tenant's use, improvement, and occupancy of the Property, or relating to the death or bodily injury to any person or damage to or loss of any personal property present on or located upon the Property, including all persons upon the Property at the Tenant's invitation or sufferance. All personal property and equipment kept, maintained, or stored on the Property shall be kept, maintained, or stored at the sole risk of the Tenant. The Tenant agrees to pay all sums of money in respect to any labor, service, materials, supplies, or equipment furnished or alleged to have been furnished to the Tenant in or about the Property, and not furnished on order of the City.

11. Assignment and Sublease Prohibited. The Tenant shall not sublet any portion of the Property or transfer or assign this Lease. Any purported assignment, sublease or transfer of this Lease by Tenant shall be deemed invalid and void. The City's right to assign this Lease is and shall remain unqualified.
12. Surrender of Possession. Upon expiration or termination of this Lease, the Tenant shall peaceably surrender the Property and remove all debris, crops, and personal property from the Property. The Tenant shall be conclusively deemed to have abandoned any personal property and crops not removed prior to the effective date of the City's termination of this Lease or the Tenant's surrender of the Property. All debris, crops, and personal property may be removed and disposed of by the City. The Tenant shall be responsible for any removal and disposal costs.
13. Holding Over. If the Tenant remains in possession of the Property after the expiration or termination of this Lease, the Tenant shall be deemed to be occupying the Property as a tenant at sufferance, subject to all the conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance, including, but not limited to, the duty to pay monthly rent at a rate equal to 150% of the Rent applicable under this Lease.
14. Sale or Encumbrance of the Property. If the City sells or otherwise voluntarily conveys the Property during the Term of this Lease, and the City does not terminate this Lease pursuant to the terms herein, this Lease shall be subject to the rights of the purchaser of the Property from the City and the Tenant shall attorn to the rights of the purchaser.
15. Tenant's Default.
 - A. Events of Default: The occurrence of any one or more of the following events shall constitute an "**Event of Default**":
 - (1) The Tenant's failure to pay rent when due;
 - (2) The Tenant's failure to maintain the insurance required pursuant to paragraph 9 above, which failure remains uncured for 15 days following the City's written notice to the Tenant of the Tenant's failure to perform such obligation;
 - (3) The Tenant's attempt to sublet any portion of the Property, or assign the Tenant's interest under this Lease;
 - (4) The Tenant's failure to fully perform any of the Tenant's obligations, other than the obligations referenced in subsections (1), (2) or (3) above, which failure remains uncured for 30 days following the City's written notice to the Tenant of the Tenant's failure to perform such obligation; or

- (5) The Tenant's filing, or having filed against the Tenant, any bankruptcy or debtor proceedings or proceedings for the appointment of a receiver or trustee of all or any portion of the Property, or if the Tenant makes an assignment for the benefit of creditors.

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

- (1) The City may, but shall not be obligated to, and without notice to or demand upon the Tenant and without waiving or releasing the Tenant from any of the Tenant's obligations under this Lease, pay or perform any obligations of the Tenant; pay any cost or expense to be paid by the Tenant; obtain any insurance coverage and pay premiums therefor; and make any other payment or perform any other act on the part of the Tenant to be made and performed as provided for in this Lease, in such manner and to such extent as the City may deem desirable, and in exercising any such right, may also pay all necessary and incidental costs and expenses, employ counsel and incur and pay attorneys' fees. The Tenant shall pay costs to the City upon demand with interest at seven percent per annum.
- (2) The City may terminate this Lease by written notice to the Tenant in which case the Tenant shall vacate the Property in accordance with Section 12 of this Lease. Neither the passage of time after the occurrence of an Event of Default nor the City's exercise of any other remedy with regard to such Event of Default shall limit the City's right to terminate the Lease by written notice to the Tenant.
- (3) The City may, whether or not the City has elected to terminate this Lease, immediately commence summary proceedings in unlawful detainer to recover possession of the Property. In the event of the issuance of a writ of restitution in such proceeding, upon the City's reentry upon and repossession of the Property, the City may remove the Tenant and all other persons from the Property (subject to the Tenant's right and responsibility to remove the Tenant's personal property pursuant to paragraph 12 of this Lease). In the event the City reenters the Property pursuant to this paragraph and the Tenant fails to remove the Tenant's personal property within the time period provided in paragraph 12, all items of personal property not removed by the Tenant within said period shall be deemed abandoned, and title thereto shall transfer to the City at the expiration of such period or, upon the Tenant's vacation of the Property. These items may be disposed of by the City. The Tenant shall be responsible for any disposal costs.
- (4) In addition to all other remedies of the City, the City shall be entitled to reimbursement upon demand of all reasonable attorneys' fees which it incurs in connection with any Event of Default.

- (5) The City may initiate legal proceedings to enforce the provisions of this Lease.

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

16. Loss and Damage. The Tenant assumes and bears the risk of all loss and damage to the Property from any and every cause whatsoever, whether or not insured, except in the case of gross negligence or intentional misconduct on the part of the City, its officials, employees, agents, or contractors. No loss or damage to the Property or any part thereof shall impair any obligation of the Tenant under this Lease and the Lease shall continue in full force and effect unless the Tenant is unable to use the Property for the purposes intended under this Lease.
17. Eminent Domain. If an eminent domain or condemnation proceeding is commenced with respect to the Property during the Term of this Lease, the following provisions shall apply:
- A. If a public or private body with the power of eminent domain or condemnation (“**Condemning Authority**”) acquires all of the Property through the exercise of its power of eminent domain or condemnation or as a result of a sale in lieu thereof, this Lease shall cease and terminate as of the date the Condemning Authority acquires possession.
 - B. If a Condemning Authority acquires only a part of the Property, and such acquisition materially affects the Property so as to render the Property unsuitable for the Tenant, in the absolute discretion of the Tenant, then this Lease shall cease and terminate as of the date the Condemning Authority acquires possession.
 - C. If a Condemning Authority acquires only a part of the Property and such acquisition does not render the Property unsuitable for the Tenant in the absolute discretion of the Tenant, this Lease shall continue in full force and effect.
 - D. The City shall be entitled to the award paid in any condemnation acquisition under power of eminent domain or the proceeds of a sale in lieu thereof, and the Tenant shall not receive any portion of such award.
 - E. Although all damages in the event of any condemnation shall belong to the City whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Property, the Tenant shall have the right to claim and recover from the Condemning Authority, but not from the City, such compensation as may be separately awarded or recoverable by the Tenant, in the

Tenant's own right on account of any and all damage to the Tenant by reason of the condemnation and for or on account of any cost or loss to the Tenant.

18. Limitation of Warranties and Liability. In no event shall the City be liable for special, incidental, or consequential damages, including but not limited to lost profits, lost business opportunity, or damages related to Tenant's use or intended use of the Property.
19. Lease is Binding. This Lease shall be binding upon the Parties hereto and their heirs, successors and assigns as permitted herein.
20. Notification. Notices related to this Lease shall be sent to the following addresses:
 - A. As to the City: City of Marshall
Attn: Finance Department
344 W Main St
Marshall, Minnesota 56258
 - B. As to the Tenant:

or to such other address as either Party may notify the other of pursuant to this paragraph.
21. Termination. The City may terminate this Lease for any reason upon 60 days' notice to the Tenant. If Tenant has planted a crop on the Property before the 60-day termination period runs, the termination will not be effective until after Tenant has removed the crop from the Property. The Rent Amount is earned upon payment and City shall not be required to issue any refund to Tenant upon the termination of this Lease.
22. Liens and Encumbrances. Tenant will not incur, create, or assume any lien or encumbrance on any portion of the Property, including any mechanic's or materialmen's liens, except any liens or encumbrances created under this Agreement. Nothing in this Section will prevent Tenant from entering into customary crop financing and other financing arrangements and granting security interests in Tenant's crops, inventory, equipment, supplies, and other assets.
23. Entire Lease. It is understood that this Lease contains all agreements, promises, and understandings between the City and the Tenant regarding the subject matter hereof. This Lease supersedes any prior agreements between the Parties regarding the subject matter hereof and any prior lease related to the Property. No modification to this Lease is binding unless made in writing and signed by the City and the Tenant.
24. Choice of Law and Venue. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease. For purposes of litigating any dispute that arises under this Lease, the Parties hereby submit and consent to the jurisdiction of the State of Minnesota and agree that such litigation shall be conducted in the courts of Lyon

County, Minnesota, or the federal courts for the United States for the District of Minnesota, where this lease is to be performed.

25. Waiver. No waiver of the City's remedies upon the occurrence of an Event of Default shall be implied from any omission by the City to take any action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the express waiver and such an express waiver shall be effective only for the time and to the extent expressly stated. One or more waivers by the City shall not be construed as a waiver of a subsequent Event of Default.
26. Relationship of Landlord and Tenant. This Lease does not create the relationship of principal and agent, partnership, joint venture, or of any association between the City and the Tenant, the sole relationship between the Parties hereto being that of landlord and tenant under this Lease.
27. City's Disclaimer of Warranty. The City disclaims any warranty that the Property is suitable for the Tenant's use.
28. Headings. The headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease.
29. Severability. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions herein will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the agreements contemplated herein are not affected in any manner materially adverse to any Party. Upon such determination, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

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

CITY OF MARSHALL

By: _____

Its: Mayor

Attested By: _____

Its: City Clerk

TENANT

By: _____

Its:

EXHIBIT A

Description of the Property

Farm Lease Parcel Number:

Acres:

Map:

2024 - 2026 farm leases - City of Marshall - proposal opening

high proposal for parcel

opened 9/21/23 - 11:00 AM

recommended proposal to be accepted

Parcel #	Acres	Description	Responder	Per Acre	Annual Rent	3-yr sum	
1	1.97	1.97 acres located in the NE Quarter of Section 1, Township 111 North, Range 41 West of the Fifth Principal Meridian	<i>Mortier, Michael & David</i>	175.00	344.75	1,034.25	
					-	-	
						-	-
						-	-
2	54.62	54.62 acres located in Section 36, Township 112 North, Range 41 West of the Fifth Principal Meridian;	Mortier, Michael & David	200.00	10,924.00	32,772.00	
			Popowski, Stan	260.00	14,201.20	42,603.60	
						-	-
			<i>Mortier, Michael & David</i>	260.00	14,201.20	42,603.60	
3	3.77	3.77 Acres located in the SW Quarter of Section 31, Township 112 North, Range 41 West of the Fifth Principal Meridian	<i>Verly, Ron</i>	80.00	301.60	904.80	
						-	-
						-	-
						-	-
4	14.00	14 acres located in NE Quarter of Section 6, Township 111 North, Range 41 West of the Fifth Principal Meridian	Mortier, Michael & David	150.00	2,100.00	6,300.00	
			Popowski, Stan	200.00	2,800.00	8,400.00	
						-	-
			<i>Mortier, Michael & David</i>	200.00	2,800.00	8,400.00	
5	112.14	58.80 acres, 13.55 acres and 39.79 acres located in Section 5 and Section 6, Township 111 North, Range 41 West of the Fifth Principal Meridian	Wambeke, Paul	170.00	19,063.80	57,191.40	
			<i>Popowski, Stan</i>	290.00	32,520.60	97,561.80	
						-	-
						-	-

2024 - 2026 farm leases - City of Marshall - proposal opening

high proposal for parcel

opened 9/21/23 - 11:00 AM

recommended proposal to be accepted

Parcel #	Acres	Description	Responder	Per Acre	Annual Rent	3-yr sum
6	29.72	29.72 acres located in the NW Quarter of Section 5, Township 111 North, Range 41 West of the Fifth Principal Meridian	Wambeke, Paul	160.00	4,755.20	14,265.60
			<i>Popowski, Stan</i>	280.00	8,321.60	24,964.80
					-	-
					-	-
7	8.36	8.36 acres located in the East Half of Section 5, Township 111 North, Range 41 West of the Fifth Principal Meridian.	Wambeke, Paul	140.00	1,170.40	3,511.20
			<i>Popowski, Stan</i>	250.00	2,090.00	6,270.00
					-	-
					-	-
8	3.04		<i>Wambeke, Keith</i>	75.00	228.00	684.00
					-	-
					-	-
					-	-
9	9.00	9.00 acres located in the SE Quarter of Section 34, Township 112 North, Range 41 West of the Fifth Principal Meridian	Wambeke, Paul	135.00	1,215.00	3,645.00
			<i>Deutz, Allen</i>	160.00	1,440.00	4,320.00
					-	-
					-	-
10	107.10	107.1 acres located in the NW Quarter of Section 32, Township 112 North, Range 41 West of the Fifth Principal Meridian	Wambeke, Keith	105.00	11,245.50	33,736.50
			<i>Popowski, Stan</i>	300.00	32,130.00	96,390.00
					-	-
					-	-

2024 - 2026 farm leases - City of Marshall - proposal opening

high proposal for parcel

opened 9/21/23 - 11:00 AM

recommended proposal to be accepted

Parcel #	Acres	Description	Responder	Per Acre	Annual Rent	3-yr sum
11	20.11	20.11 acers located in the SE Quarter of Section 29, Township 114 North, Range 41 West	Wambeke, Keith	25.00	502.75	1,508.25
			<i>Popowski, Stan</i>	300.00	6,033.00	18,099.00
					-	-
					-	-
12	82.27	82.27 acres located in the South Half of Section 28, Township 112 North, Range 41 West of the Fifth Principal Meridian	Wambeke, Paul	170.00	13,985.90	41,957.70
			<i>Popowski, Stan</i>	260.00	21,390.20	64,170.60
					-	-
					-	-



 MARSHALL	CITY ENGINEERING DEPT. 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	1.97 TOTAL ACRES ±	DATE 06/23/23
		Farm Lease Parcel # 1	SHEET NO. 1 OF 1

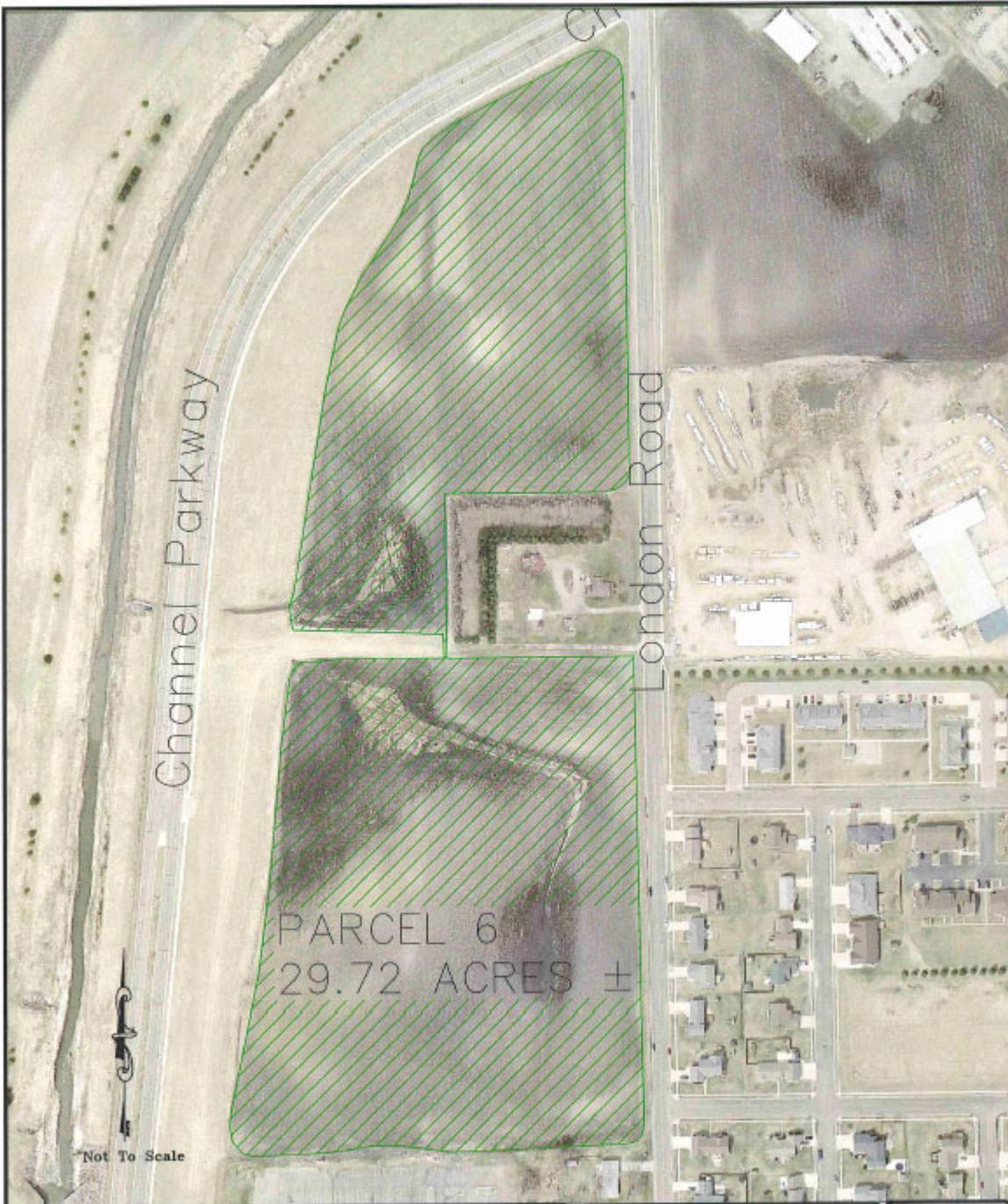








 MARSHALL	CITY ENGINEERING DEPT. 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	112.14 TOTAL ACRES ±	DATE 06/23/23
		Farm Lease Parcel # 5	SHEET NO. 1 OF 1



CITY ENGINEERING DEPT.
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

29.72 TOTAL ACRES ±

DATE
06/23/23

Farm Lease
Parcel # 6

SHEET NO.
1 OF 1



PARCEL 7
8.36 ACRES ±

Not To Scale



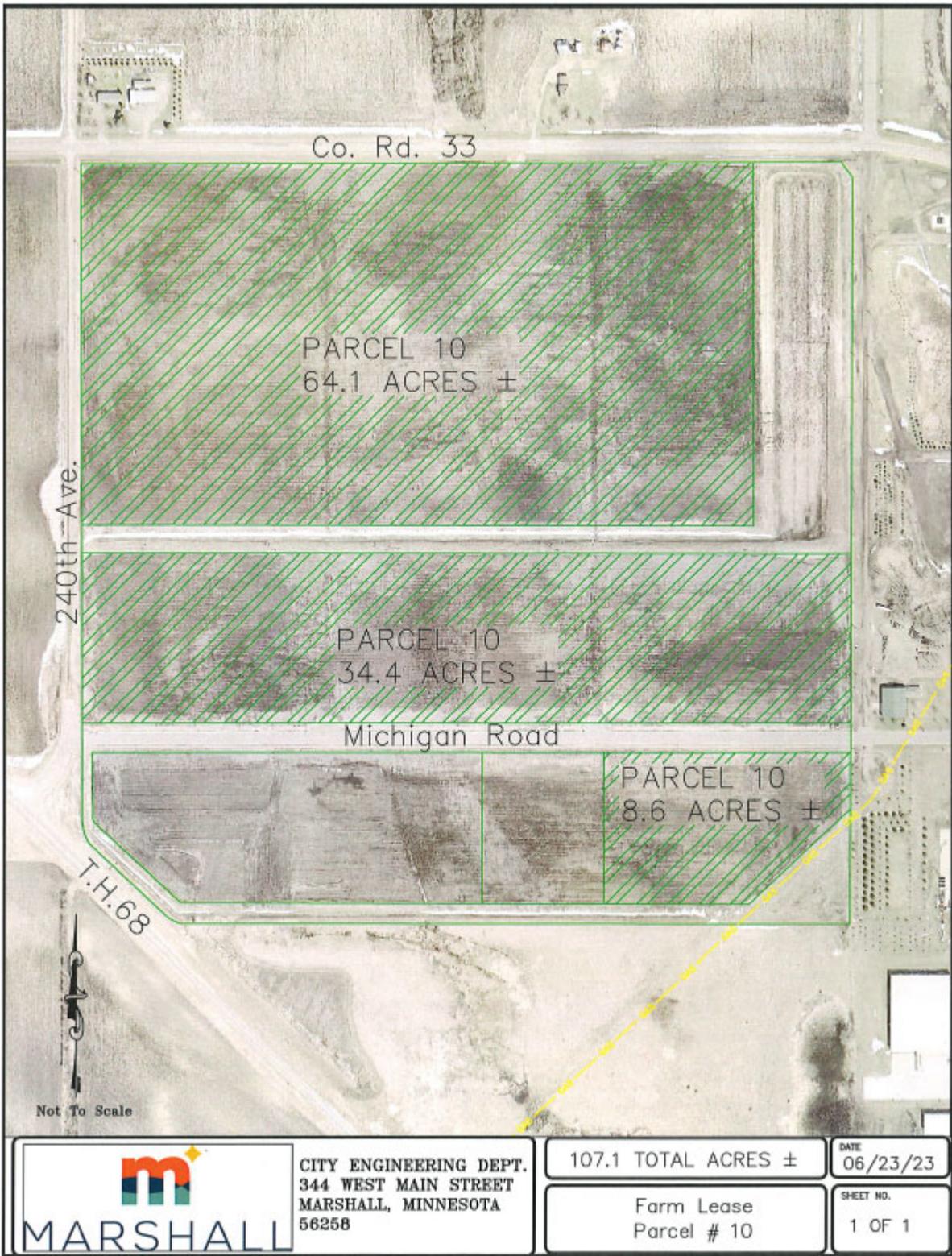
CITY ENGINEERING DEPT.
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

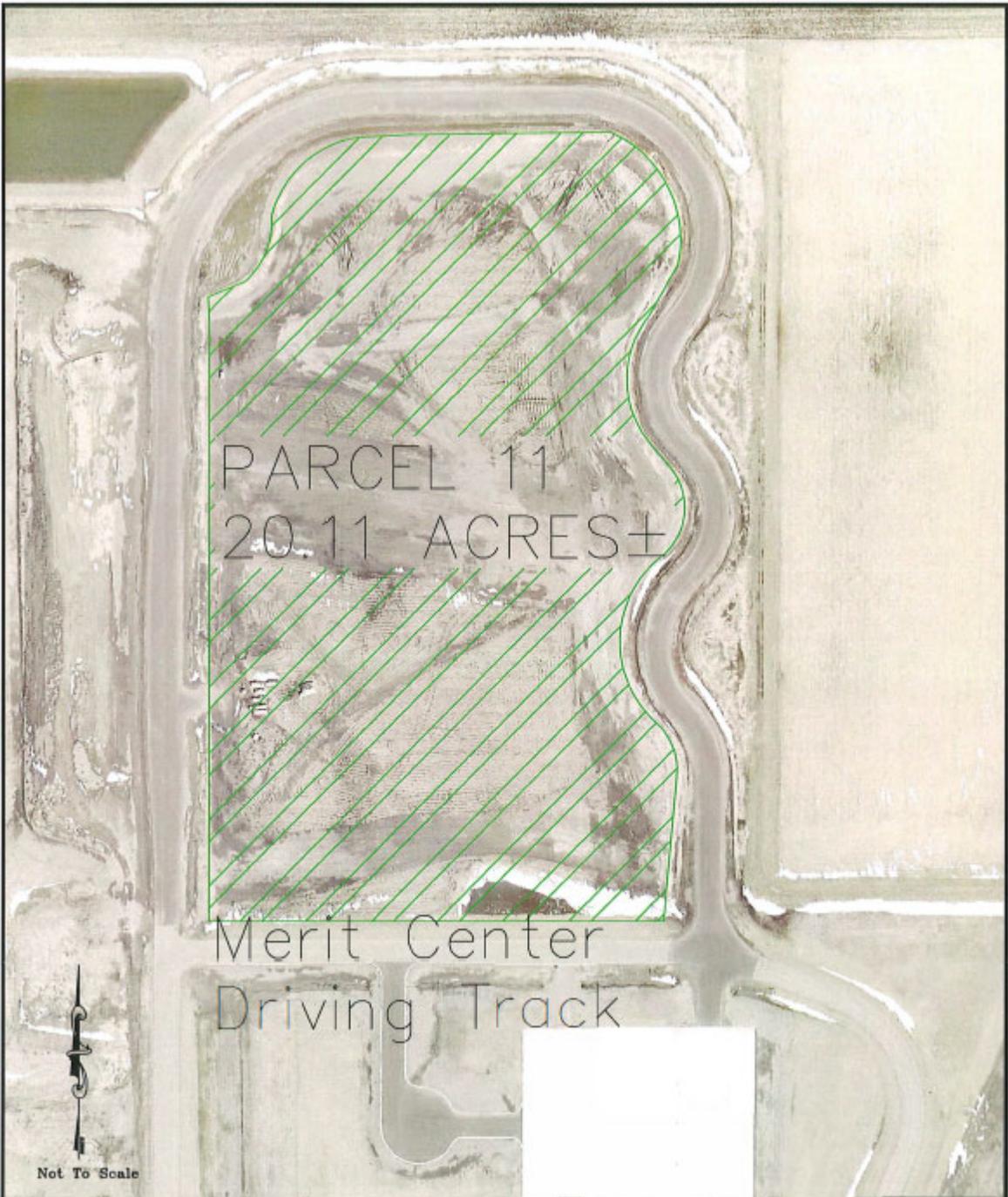
8.36 TOTAL ACRES ±	DATE 06/23/23
Farm Lease Parcel # 7	SHEET NO. 1 OF 1





 MARSHALL	CITY ENGINEERING DEPT. 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	9.0 TOTAL ACRES ±	DATE 06/23/23
		Farm Lease Parcel # 9	SHEET NO. 1 OF 1





 MARSHALL	CITY ENGINEERING DEPT. 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	20.11 TOTAL ACRES ±	DATE 06/23/23
		Hay Ground Lease Parcel # 11	SHEET NO. 1 OF 1



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Sharon Hanson
Meeting Date:	Tuesday, October 10, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Use of Airport Lot for Temporary Gravel Storage as Part of Pending Future Development
Background Information:	City staff have been in discussions with prospective developer on private hangar development at Airport East lot locations. Developer has draft lease agreement from the city and draft building plans. In preparation for the development and his immediate need to store/retain gravel from an existing site he owns, developer has requested storage of gravel at the Airport East lot. City staff are agreeable to this and have consulted with Kennedy and Graven for terms for the preliminary storage as well as recourse if development does not occur.
Fiscal Impact:	Future development of lot
Alternative/ Variations:	Do not allow storage of gravel on lot
Recommendations:	Approve Use of Airport Lot for Temporary Gravel Storage as Part of Pending Future Development

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (“**Agreement**”) is made and entered into this ____ day of _____, 2023, by and between City of Marshall, a Minnesota municipal corporation (“**City**”), and Chet Lockwood (“**Licensee**”). City and Licensee may hereinafter be referred to individually as a “party” or collectively as the “parties.”

RECITALS

- A. City owns the Southwest Minnesota Regional Airport, 1650 W. College Drive, Marshall, Minnesota 56258 (“**Airport**”).
- B. Licensee desires to enter into a development and lease agreement (“**D&L Agreement**”) with City to allow Licensee to construct and operate a hangar and related improvements at the Airport (“**Hanger Project**”).
- C. City is in the process of considering the Hangar Project and the proposed D&L Agreement, but has not acted to approve the Hanger Project or a D&L Agreement with Licensee.
- D. While City is considering the proposed Hangar Project, Licensee has asked City for permission to store gravel at the Airport to support the Hanger Project if City does approve the Hangar Project and enters into a D&L Agreement with Licensee.
- E. City is willing to grant Licensee a temporary license to store gravel on a portion of the Airport, but only in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties hereby agree as follows:

- 1. License Granted. City hereby grants to Licensee, its successors and assigns, subject to all of the terms and conditions of this Agreement, a non-exclusive temporary license for the sole purpose of allowing Licensee to deliver and store gravel on the portion of the Airport property (“**Storage Site**”) identified by the Airport Supervisor. If City does not approve the Hangar Project, or if the parties are not able to reach mutual agreement on a D&L Agreement, by _____, 2023, Licensee shall remove all gravel from the Storage Site by no later than _____. The City may, but is not required to, grant an extension to either of those dates in writing.
- 2. Compensation. Licensee shall pay City \$_____ for storing gravel at the Storage Site at the Airport pursuant to this Agreement. City is not responsible for any costs associated with the delivery or storage of the gravel, or for the removal of the gravel if that becomes necessary. If Licensee requests an extension, City may require Licensee pay additional compensation to City for the extended period of storage as a condition of the extension.

3. Specific Limitations and Requirements. Licensee's use of the Airport for storing gravel must not interfere with normal Airport operations or with any federal, state, or local laws, rules, regulations, or ordinances related to the operation of the Airport. To help ensure no such interferences or violations occur, Licensee's use of the Airport for storing gravel is subject to compliance with the directions provided by the Airport Supervisor on matters including, but not limited to, those set out below.
 - (a) The specific location and boundaries of the Storage Site on the Airport.
 - (b) The amount of gravel that may be stored at the Storage Site.
 - (c) The hours during which Licensee may have the gravel delivered or removed.
 - (d) The route those delivering the gravel must take to access the Storage Site and to depart from the Airport.
 - (e) Such other matters as the Airport Supervisor reasonably determines must be done, or not done, to avoid interfering with Airport operations or safety.

4. General Limitations and Requirements. The license granted by the Agreement is subject to the following understandings, limitations, requirements, and agreements set out in this section.
 - (a) This license is limited exclusively to Licensee storing gravel at the Storage Site at the Airport. This Agreement does not authorize the Hangar Project or any other work or storage at the Airport. The parties agree the gravel to be stored at the Storage Site is exclusively for the Hangar Project, not for any other use off of the Airport.
 - (b) Licensee shall be solely responsible for all work and costs to accomplish the storage of gravel at the Storage Site. Licensee shall instruct any persons entering the Airport related to its storage of gravel of the limitations and requirements imposed by the Airport Supervisor.
 - (c) If Licensee, or any contractor or other person acting on its behalf, cause any damage to the Airport grounds or facilities, Licensee agrees to repair and restore the land to the condition it was in prior to said damage or better, at Licensee's sole expense. If Licensee fails, within 15 days after notice from City, to fully repair and restore the Airport in the event of damage thereto, City shall have the right to make all such repairs and restoration it deems necessary. If City determines the condition of Airport is such that it cannot wait 15 days for Licensee to make the repairs, City may immediately take steps to cause the repairs to be made or to otherwise act to protect public safety. City shall bill Licensee for all associated costs it incurred related to the work, including City's administrative and legal costs. If Licensee or its successors or assigns fail to reimburse City for its costs and expenses within 30 days of receipt of an invoice for such costs, City shall have the right to recover its costs as provided in this Agreement.

- (d) Licensee agrees not to suffer or allow any liens, claims and processes to be placed against City's rights to or interest in the Airport as a result of its use of the Airport including, without limitation, any liens for labor or materials provided for the purchase or hauling of gravel.
 - (e) City makes no representations or warranties as to the condition of Airport or the Storage Area, or their suitability for gravel storage.
 - (f) Nothing in this Agreement constitutes an agreement, or a promise to agree, to the Hangar Project or a D&L Agreement.
 - (g) Licensee agrees that the use of the Airport and the Storage Area is with City's permission and is not open, continuous, notorious or in any other manner supportive of a claim of adverse possession, prescriptive easement, or other entitlement to any portion of the Airport. The parties acknowledge that this Agreement is a license to use the Storage Area for the purpose described herein, it is not a lease or easement and does not confer any estate or interest in real property to Licensee beyond what is specifically recited herein. Furthermore, the parties agree the granting of this license does not constitute any intent by City to abandon or vacate any portion of its Airport.
 - (h) Licensee assumes all risk with respect to its activities within, and use of, the Airport and the Storage Area. City shall not be liable for and damages or loss associated with Licensee's storage of gravel at the Storage Area. City is not in any way responsible for safeguarding Licensee's gravel.
 - (i) Nothing herein shall be construed as limiting City's right to use, maintain, or improve its Airport.
5. Term and Revocation. This Agreement shall commence on the date first written above and shall terminate on the date provided herein for Licensee to remove the gravel from the Storage Area, unless the City agrees to an extension in writing. If extended, this Agreement shall terminate on the extension date agreed to by City. Licensee's obligation to remove the gravel and to indemnify City shall survive the termination of this Agreement. If the parties enter into a D&L Agreement for the Hangar Project, this Agreement shall merge into and be replaced by the D&L Agreement as of its effective date.
6. Removal of Gravel. If City does not approve a D&L Agreement for the Hangar Project by the deadline indicated above, Licensee shall be responsible, at its own cost, for removing the gravel from the Storage Area and restore the Storage Area to at least the same condition it was in prior to the storage by no later than the deadline established herein. If Licensee fails to timely remove the gravel, City may do so and charge Licensee for its reasonable costs. If Licensee fails to pay City's costs within 30 days of City having billed for the costs, City may recover its costs as provided herein.
7. Indemnification. Licensee shall indemnify, hold harmless and defend City, its officials, employees, contractors and agents, from and against any and all claims, losses,

proceedings, damages, causes of action, liability, costs or expenses (including reasonable attorneys' fees), arising from or in connection with or caused by any act, omission or negligence of Licensee, its contractors, or others acting on its behalf in connection with the gravel storage or Licensee's use of the Storage Area. Nothing in this Agreement shall be construed as either party waiving any exception from, or limitation on, its liability provided in Minnesota Statutes, chapter 466 or in other law.

8. Cost Recovery. The parties agree that any amounts City is entitled to recover from Licensee, or its successors and assigns, under this Agreement may be collected by City in any of the following methods, none of which are exclusive, if they remain unpaid for 30 days after billing. City may include and recover its collection costs and related attorneys' fees in addition to the unpaid amounts collected hereunder. City will provide Licensee at least 10 days written notice and an opportunity to be heard prior to invoicing any amounts against Licensee under this Agreement.
 - (a) Service Charge. The parties agree that any unpaid amounts constitute a service charge City may collect together with property taxes levied against any property Licensee owns in the state as provided in Minnesota Statutes, section 366.012, which is available to City under Minnesota Statutes, section 415.01, subdivision 1.
 - (b) Lien. City may place a lien any of Licensee's properties in accordance with Minnesota Statutes, section 514.67.
 - (c) Other Authority. City may exercise any other authority available to it under law to collect any unpaid amounts from Licensee and its successors and assigns.
9. Governing Law and Amendments. This Agreement shall be governed by the laws of the State of Minnesota and may only be modified or amended with the written consent of both parties.
10. Binding Agreement. This Agreement constitutes the entire agreement between the parties regarding this matter and is binding on the parties until terminated by mutual agreement or revoked by City.
11. Not Construed Against Drafter. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.
12. Incorporation. The recitals contained herein are incorporated in and made part of this Agreement.
13. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

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

LICENSEE

Chet Lockwood

CITY OF MARSHALL

Robert Byrnes, Mayor

Steven Anderson, Clerk

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, October 10, 2023
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/Variations:	
Recommendations:	

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

FROM: Sharon Hanson, City Administrator

DATE: October 10, 2023

SUBJECT: Administrative Brief

CITY ATTORNEY

Some highlights from the office of City Attorney for the month of September:

- Attended meetings.
- Participated in discussions about farm leases.
- Worked with staff to coordinate annual charter commission meeting.
- Updated staff on PUCE park dedication case and new data opinions.
- Reminder to staff for municipal liquor to register by Oct. 1 for continuing with lower level hemp product sales.
- Assist public works with snow removal agreement.
- Participated in Rental Ordinance Review Committee and continued to revise ordinance based on Committee feedback.
- Worked collaboratively with staff on Planning Commission items.
- Conversations with Public Safety regarding the SRO (school resource officer) situation and possible legislative next steps.
- Updated staff on status of PFAS national litigation.
- Continued discussions about Cannabis Use in Public. Met with Parks Advisory Board. Discussed County approach with County Attorney.
- Worked with MMU to answer some employment questions and assist with employment policies.
- Sent staff sample PowerPoint for staff to use to train Planning Commission.

Work of other K&G Attorneys:

- Attorney Gilchrist reviewed contract documents.
- Attorney Gilchrist provided insight on connection to sewer question.
- Sarah Sonsalla prepared deed restriction.

CITY PROSECUTOR:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2023	2022 Comparison
Prosecution			4		8	7	5	24	16
Dismissed									
Non-Prosecution	1	1			1	2	3	8	8
Refer to County									1

ADMINISTRATION

- Met with MMU regarding the annual partnership agreement. This agreement will be presented to the Council in the month of October by MMU General Manager.
- Met with citizen led group to discuss Redwood River bank erosion and possible future collaboration with MN DNR, Soil and Water Conservation District, Area II and Lyon County to find solutions for funding and best management practices. A future meeting will be arranged with all in attendance.
- Staff continues to share information on the aquatic center, especially election/voting information. We have planned advertising in newspapers, Facebook and final coffee conversation events. A grant application for Bremer Otto Foundation was also submitted this past week—but feel that any grant will be very competitive based on overall need by every entity and goals of the grantor organization.
- Met with Baker Tilly regarding general finance matters and also met with Southwest West Central Cooperative (SWWC) on a pre-development agreement for a new SWWC Office building. Currently the SWWC must undergo a MN Dept of Education review which will not be concluded until the end of the year for this project.
- Wrote newspaper column for Marshall Area YMCA and their 20th anniversary.
- Met with Community Services Advisory Board with a good discussion on cannabis use in parks. City Attorney Pam Whitmore presented information on cannabis authority for the state and the city. The Advisory Board may provide a recommendation to the L&O Commission and City Council but was not able to reach a clear consensus and will consider again in the near future.
- Other meetings and work this past month: attended Taste of Marshall, Avera meeting to discuss pension agreement from the sale of the hospital as part of an annual requirement, EDA Board meeting, League of MN Cities Board meeting, various staff meetings.

Economic Development Authority

- Project Horizon – Public Hearing was held on September 13th for the developer’s Job Creation Fund request. The application will now be sent to the DEED Commissioner for final approval for \$760,000 in assistance.
- Main Street Revitalization Grant – All but four applications have been sent onto the SWIF for review and applications have started being sent to MNDEED for final approval.
- Hotel – Tax abatement estimates are being negotiated. Architect has started discussions with plan review department on the development of the final site plan.
- CTI– Business drive has started.
- Kwik Trip– Slated to open 2024.
- Housing Development– Staff was notified that neither application was selected.
- by the State. The developer intends to resubmit for the next funding cycle.
- SWWC– Staff is working through a predevelopment agreement for a site located on London Road.
- Daycare- Staff has a group interested in opening a daycare center so we are completing facility assessments on existing businesses in partnership with SWIF.

Human Resources

- Staffing: the City will welcome Kim Swalboski in the position of Training Facility Coordinator at the MERIT Center on October 16th. Staff will initiate recruitment for the Mechanic position in our public works division; the employee in this position will be retiring at year end. Recruitment efforts continue for the Police Officer positions and a variety of temporary/seasonal positions.

- Safety: all staff will be trained in Fire Safety, Fire Extinguishers, and our Emergency Action Plan.
- Benefits administration: Staff will be meeting with the Employee Insurance Advisory Committee on October 6th to review our health and dental renewal information. A work session is scheduled for October 10th to review this information with the Council; our National Insurance Services broker, Bill Chukuske, will present the renewal information. Staff will then present the benefit information with the Council at the regular meeting on October 24. A benefit fair for employees will be held on October 31st and our open enrollment period will be from November 1-13, 2023.

Clerk

- Absentee voting began on September 22 and is in full swing. Absentee voting will continue until November 6th.
- Updated various forms and application to be more consistent with city branding.
- Licenses and permits for Tobacco, Liquor, Special Vehicle, and Taxi renewals are going out.

Finance

- Staff continues to review upcoming possible capital projects and had conversations with various staff about timing/scheduling, project costs, and cash flows and had conversations with BakerTilly about financing options, as necessary.
- Quote for auditing services from BerganKDV (current auditors) will be on the agenda. The quote is for 2 years (year-ends 2023 and 2024).
- Farm lease proposals will be on the agenda. If approved by Council, rental income collected in 2023 of \$63,564.90 will increase to \$121,800.95 in 2024.
- The Director of Administrative Services and the Finance Director continue to participate in meetings and training sessions with Questica to implement their budget suite for operating, personnel and capital modules.

Assessing

- No Report

Liquor Store

- September Financials: Sales 631,216 + 4.65%, Customer Count 18,358 + 3.08%, Ticket Average \$34.38 + 3%. Overall a good month for financials considering September is one of the slower months in the year.
- THC edibles/seltzers continue to pick up steam with customer trial and purchasing. Sales for the month was \$17,000, an increase from August. We brought in a few more brands with this category recently.
- Staff is getting the store set for the change in seasons (Oktoberfest/Thanksgiving) and also the holiday shopping season.

COMMUNITY SERVICES

Parks & Recreation

- Work is moving along quickly on the new Picnic Pavilion at Amateur Sports Complex.
- Applied for 2 DNR Grants for tree related funds and Emerald Ash Borer.
- Continue to talk to groups and businesses on Aquatic Center project.
- Starting to winterize facilities for the season.
- A new backstop for Legion Field has been ordered with installation hopefully this fall yet – working with contractors on pricing.
- Continuing to help with the new court area at SMSU – installation of hoops will take place in the next week – this has been great community effort with local contractors and suppliers.
- Thank you to Andrew Suby State Farm for hosting the local Punt, Pass & Kick competition, 91 youth competed in this yearly Fall event.

- 30 new skaters ages four to nine are trying “intro to hockey” this Fall at the Red Baron Arena, thank you to the Tiger girls hockey athletes and coaches for helping these future players.

Community Education

- DEI Welcome Week was held on September 19th with an excellent turnout.
- Community Education classes continue to be held for the Fall session.
- Gathering information and details for the Winter/Spring brochure.
- Driver’s Education Session 4 starts on October 23rd and is full with a waiting list.
- 35th Anniversary Celebration at the Adult Community Center Friday, Oct 13th.
- Gathering data for State Annual Report.

Studio 1

- No report.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- About 200 open permits.
- Two Avera projects, Family Dollar, Kaukauna mall built out, and Kwik Trip (E College Dr) are the largest projects under construction.
- Sign ordinance is being reviewed.

PUBLIC WORKS DIVISION

Engineering

- Project ST-002-2023: Bituminous Overlay Project (Duininck, Inc.) –Final change order and payment at the 10/10/2023 Council meeting.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-008: Channel Parkway Resurfacing (Duininck, Inc.) – Will be meeting with the contractor the week of 10/09/23 to review final punch list items.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction (R&G Construction Co.) – Sidewalk and street light installation is complete. Concrete paving on Lyon Street is completed thru the intersection of 4th Street including asphalt patches. Concrete paving should be completed the week of 10/09/23 up to 5th Street.
- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) (Towne & Country Excavating LLC) – Site restoration in the pond is complete. Asphalt paving will take place the week of 10/09/23 followed by more site restoration. A punch list will be created on the project.
- Project MMU-001: TH 23 Watermain Crossing Project (TE Underground LLC) – Anticipated final change order and payment by MMU to TE this month.

Building Maintenance

- No report.

Street Department

- No report.

Airport/Public Ways Maintenance

- No report.

Wastewater

- Completed the review of the draft NPDES permit. The MPCA will now prepare the permit for the 60-day public comment period which should start on October 16th.
- The EPA has given preliminary approval for our chloride variance.
- Staff have completed 250 preventative maintenance work orders in the last 30 days.
- The water softening rebate program is now open to do-it-yourself installations and a rebate is being offered for water softener removals.
- Sampled biosolids and preparing equipment for fall biosolids application.
- Taking down an ATAD reactor for inspection.
- Replaced a sidewalk in the plant.
- Running a trial with sodium aluminate instead of ferric chloride for phosphorus removal.
- Adding a second permanent chemical injection point to increase efficiency for phosphorus removal.
- Soil sampling various fields for biosolids application when crops are removed.

PUBLIC SAFETY DIVISION

Fire Department

- The Fire Department responded to twenty-two (22) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (11)
 - Fire; Structure (6)
 - Medical Assist (0)
 - Vehicle Accident (5)
 - Other – Assist (0)

The Fire department will be coordinating with the schools in October to talk about Fire Prevention Week. On October 12th, the MFD will be hosting their open house event and fundraiser.

Police Department

- The Marshall Police Department responded to a total of 901 calls for the month of September. 79 criminal offenses were reported with a total number of 35 adults and 1 juvenile arrested.

OFFICER'S REPORT

- Alarms (27)
 - Accidents (40)
 - Alcohol involved incidents (4)
 - Assaults (9)
 - Domestic Assaults (15)
 - Burglaries (3)
 - Criminal Sexual Conduct (0)
 - Damage to Property (1)
 - Keys Locked in Vehicles (28)
 - Loud Party (4)/ Public Disturbances (7)
 - Thefts (33)
 - Traffic Related Complaints (150)
 - Vandalism (3)
 - Warrant Pickups (12)
 - Welfare Checks/Mental Health (25)
- The police department currently has two full-time police officer positions open. Applications will be received until the positions are filled.

- The 9/11 memorial service was held and had a nice turn-out from the public. Kelly Wasberg of the Minnesota National Guard was the keynote speaker.
- Marshall Police Officers participated in the SMSU Career Fair and the Community Services Welcoming Event in September. Officers also were invited to a walk-through of Turkey Valley Farms and had discussion on procedures related to responding to emergency events at their facility.
- Police Department Administration continues to follow state discussion related to SRO Programs and how new legislation has impacted SRO programs in many communities. Communication with the Marshall Public School District regarding concerns raised will continue.

Detective Report

- Detectives assisted agents with the Brown-Lyon-Redwood-Renville Drug Task Force with the arrest of a 20-year-old St Paul man on the campus of Southwest Minnesota State University on arrest warrants for second degree murder and controlled substance crime.
- The death of a Marshall baby is under investigation. Two additional death investigations were completed during the month by the Detectives.
- A 36-year-old Minneapolis man was arrested for Predatory Offender Registration Violations at the completion of an investigation.
- Twenty cases of theft, seven cases of theft by swindle, and two identity theft cases were investigated in September.
- Nineteen child protection reports and three reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.
- Sgt. Buysse attended the BCA's Threat Liaison Officer Certification in Rochester on September 27th.

MERIT Center

- The MERIT Center Coordinator position was reposted after adjusting the desirable qualifications for the positions. Candidates were interviewed and Kim Swolboski was offered the position. Her start date is October 16th, 2023.

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

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	57	0	57	33	0
February	89	0	89	37	0
March	99	0	99	28	1
April	97	0	97	41	1
May	125	0	125	40	0
June	98	0	98	37	0
July	109	0	109	35	2
August	111	0	111	39	2
September	79	0	79	35	1
October					
November					
December					

YTD 2023	864	0	864	325	7
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Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	743	316
February	757	319
March	750	318
April	728	363
May	920	434
June	846	416
July	878	430
August	938	421
September	901	415
October		
November		
December		
YTD 2023	7461	3432

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6	7	10	14	5	4	9	5				69
Property Damage	15	25	15	18	19	21	19	17	32				181
Personal Injury	1	3	5	1	2	3	5	2	3				25
Fatalities	0	0	0	0	0	0	0	0	0				0
TOTAL 2023	25	34	27	29	35	29	28	28	40	0	0	0	275

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61	49	44	47	39	42	33	44				404
Parking Tickets	91	75	23	5	0	1	0	0	0				195

Activities (Calls For Service)	*High Hours Expended												
	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	11	11	20	14	18	5	20	22	27				148

Alcohol	0	3	2	2	0	2	1	1	4				15
Animal Bite	2	3	1	2	4	1	4	1	6				24
Animal Complaint	10	13	11	20	14	26	16	13	28				151
Assault	6	4	7	8	11	5	7	8	9				65
Assists	50	45	48	53	51	54	60	62	53				476
Auto Theft	3	1	0	1	1	0	2	5	1				14
Bike Found	0	4	1	2	9	7	15	9	10				57
Bike Theft	0	0	0	1	5	6	9	5	5				31
Burglary	0	3	0	1	7	4	9	10	3				37
Bus Violation	3	5	5	4	5	3	4	0	3				32
Check Forgery	0	1	0	0	0	0	0	0	0				1
Check Fraud	1	1	0	0	0	1	0	0	0				3
Civil Matters	12	10	8	7	17	19	15	20	13				121
Criminal Sex	2	3	2	3	6	1	3	2	0				22
Damage to Prp	2	2	4	1	4	2	5	4	1				25
Death Investigation	0	2	0	1	2	4	5	4	3				21
Domestics	10	15	12	10	19	12	17	11	15				121
Drugs/Narcotics	2	3	4	3	2	4	2	3	3				26
Family Matters	4	9	9	9	12	6	12	11	11				83
Fire Alarm	0	2	0	0	0	0	0	1	1				4
Gas Meal Assist	3	1	2	4	4	2	8	5	3				32
Gun Permits	4	10	15	8	10	5	8	4	4				68
Harassment	8	5	6	5	11	18	6	10	16				85
Intoxicated/Detox	2	2	3	1	3	1	4	4	2				22
Keys Locked In vehicles	27	21	26	24	26	21	35	24	28				232
Mental Health	8	9	6	14	8	9	12	6	7				79
Fraud	2	6	6	5	2	7	1	0	0				29
Parking Complaints	76	69	38	17	18	14	11	22	9				274
Party Loud Party	1	3	3	2	5	10	6	6	4				40
Pred - Sex Offender	2	2	1	1	0	2	2	0	1				11
Property Found	1	3	10	12	13	8	16	13	6				82
Public Disturbance	5	7	9	11	14	14	17	9	7				93
Pursuit	0	0	0	1	0	0	0	0	0				1
Runaway	2	3	7	3	9	2	8	4	12				50
Escort Funeral,other	13	13	8	7	9	13	12	13	13				101
Search Warrant	1	0	0	1	0	0	1	0	0				3
Suspicious Anything	38	34	42	50	97	110	43	51	38				503
Suspicious Vehicle	3	4	3	5	6	7	12	13	8				61
Tobacco Violation	1	1	2	2	0	1	0	0	7				14
Theft	17	18	14	14	28	28	40	37	33				229
Trains	1	0	0	1	0	0	0	0	1				3
Transport (Marshall PD etc)	1	2	2	2	3	2	2	0	0				14
Trespassing	10	6	6	9	10	13	7	8	3				72
Traffic Related Complaints	190	224	200	142	199	145	149	123	150				1522
Unsecured Building	0	1	2	2	0	2	4	3	2				16
Vandalism	0	6	4	11	9	17	8	22	3				80
Violation of OFP	6	3	5	1	4	8	2	6	1				36
Warrant Pickups	11	5	7	11	12	7	10	18	12				93
Welfare Checks	21	27	25	26	27	19	15	32	18				210
Welfare Fraud	0	0	0	0	0	0	0	0	0				0
ERU Activated	0	0	0	1	0	0	0	0	0				1
Weapons Involved	1	1	0	5	1	1	0	3	2				14
YTD 2023	573	626	586	540	715	648	645	628	586	0	0	0	5547

OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	5	9	5	12	3	8	15
February	13	16	16	6	17	14	7
March	4	23	25	15	13	12	7
April	16	8	9	19	12	17	16
May	8	18	19	15	16	29	20
June	3	17	12	17	11	30	9
July	11	15	27	12	13	17	14
August	8	17	15	27	15	7	22
September	21	5	13	6	11	7	16
October							
November							
December							

YTD 2023	89	128	141	129	111	141	126
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	23	25	28	28	34	29	42	31	15				255
Gross Misdemeanors	21	17	22	20	26	16	25	25	23				195
Misdemeanors	14	19	24	27	34	30	31	45	35				259



MARSHALL

Permit List - Build/Plumb/HVAC/Sign - For Council

Applicant Name	Location	Description of Work	Valuation	Approved Date
AMERICAN WATERWORKS	1111 WASHINGTON AV	Windows	18685.10	10/03/2023
AUFENTHIE/CHARLES R/&	1000 COUNTRY CLUB DR	Windows	2800.00	10/02/2023
BUYSSE ROOFING SYSTEMS & SHEET	305 MARSHALL ST W	Re-Roofing	12980.00	09/29/2023
Clover Signs	100 MAIN ST E	Other , Wall Mounted Sign	15000.00	10/04/2023
Dustin Westover	1234 PATRICIA CT	Plumbing - Water heater	750.00	10/02/2023
Dustin Westover	200 RAINBOW DR	Plumbing - Water heater	750.00	10/03/2023
Dustin Westover	710 4TH ST S	Plumbing - Water heater	750.00	09/29/2023
Eric Mathiowetz	600 JEWETT ST	Plumbing - Water heater	1800.00	09/21/2023
Geske Home Improvement	1511 COLLEGE DR E	Re-Siding	1440.00	09/26/2023
GESKE HOME IMPROVEMENT CO	415 4TH ST S	Doors	1400.00	09/26/2023
GESKE HOME IMPROVEMENT CO	614 CADILLAC RD	Doors	1400.00	09/26/2023
GESKE HOME IMPROVEMENT CO	503 ELAINE AVE	Windows	2100.00	09/26/2023
GESKE HOME IMPROVEMENT CO	502 HUDSON AVE	Windows	4200.00	09/26/2023
GESKE HOME IMPROVEMENT CO	504 CARLSON ST	Windows	4200.00	09/26/2023
Greg Mark Gawarecki	104 MARSHALL ST E	Plumbing - Interior remodeling, New bathroom	0.00	09/26/2023
Greg Mark Gawarecki	104 MARSHALL ST E	Interior Remodeling - ANY Work Inside, Except Fireplace	18000.00	09/26/2023
INDEPENDENT LUMBER OF MARSHALL INC	109 HILL ST S, 109 HILL ST S	Re-Siding, Windows	2000.00	10/02/2023
JAMES LOZINSKI CONSTRUCTION INC	402 4TH ST S, 402 4TH ST S, 402 4TH ST S	Doors, Re-Roofing, Windows	12300.00	09/21/2023
Jeff Sussner	432 LEGION FIELD RD	Plumbing - Interior remodeling, Kitchen remodeling	0.00	10/04/2023
Kevin V Goslar	1308 PETERSON ST	Plumbing - Water heater	300.00	09/26/2023
Kevin V Goslar	1308 PETERSON ST	Plumbing - Water heater	1200.00	09/26/2023
KING/JAMES M & JANICE M	105 7TH ST N	Windows	1400.00	09/29/2023
KNOCHENMUS ENTERPRISES LLP	100 COLLEGE DR W	Wall Mounted Sign	11050.00	09/29/2023
SCHMIDT ROOFING	713 MARGUERITE AVE	Re-Roofing	4113.00	09/29/2023
Strand Home Services LLC	101 ERIE RD E	Accessory Building (Garages, Sheds, Gazebos, etc)	6000.00	09/22/2023
TAYLOR/GREGORY S & NADINE R	1203 WINDSTAR ST	New Building/House	790000.00	09/29/2023
VILCHEZ/FATIMA	207 REDWOOD ST W, 207 REDWOOD ST W	Fireplace Only, Re-Roofing	6000.00	09/26/2023
WENKER/JEFFREY A & SHARON K/JT	206 GEORGE ST	Accessory Building (Garages, Sheds, Gazebos, etc)	15000.00	10/03/2023
WESTERN PRINT GROUP	227 MAIN ST W	Wall Mounted Sign	2000.00	09/29/2023

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

October

- 10/10 Rental Ordinance Committee, 12:00 PM, City Hall
 - 10/10 Work Session, 4:00 PM, City Hall
 - 10/10 Regular Meeting, 5:30 PM, City Hall
 - 10/24 Regular Meeting, 5:30 PM, City Hall
-

November

- 11/07 Special Election for the Marshall Aquatic Center
- 11/14 Special Meeting Canvass Election Results, 5:00 PM, City Hall
- 11/14 Regular Meeting, 5:30 PM, City Hall
- 11/28 Regular Meeting, 5:30 PM, City Hall
- 11/28 Work Session, 7:30 PM, City Hall