



CITY OF MARSHALL

City Council Meeting

A g e n d a

Tuesday, September 12, 2023 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from August 22nd and August 29th

AWARD OF BIDS

2. Award of Quotation for Track Skidloader for the Street Department

CONSENT AGENDA

3. Consider Approval of a Raffle Permit for SMSU
4. Consider Approval of a Raffle Permit for the United Way of Southwest Minnesota
5. MOU Between City of Marshall and Southwest Minnesota State University
6. Consider Striping Adjustments on C Street and North Bruce Street
7. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

8. Adoption of Ordinance Section 18-2 Key Box
9. Update on the Wastewater Facility NPDES Draft Permit and Chloride Reduction Grant
10. Project ST-001-2023: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request (No. 2)
11. Project ST-032: Lot 2, Block 1, Schwan's Corp I Addition Parking Lot Improvements Project (Ralco) – Change Order No. 3 (Final) and Acknowledgement of Final Pay Request (No. 2)
12. Project ST-015: MnDOT 2025 College Drive Reconstruction Project - Consider Amendment Number 1 to the Proposal from SRF Consulting Group, Inc. for Design of City Utilities
13. Project ST-032: Lot 2, Block 1, Schwan's Corp I Addition Parking Lot Improvements Project (Ralco) - Consider Resolution Adopting Assessment
14. Consider Resolution Adopting Preliminary 2024 Levy

COUNCIL REPORTS

15. Commission/Board Liaison Reports
16. Councilmember Individual Items

STAFF REPORTS

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

ADMINISTRATIVE REPORTS

20. Administrative Brief

INFORMATION ONLY

21. Cash & Investments
22. Building Permits

MEETINGS

23. Upcoming Meetings

ADJOURN

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



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, September 12, 2023
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from August 22nd and August 29th
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 meetings held on August 22nd and 29th 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, August 22, 2023**

The regular meeting of the Common Council of the City of Marshall was held August 22, 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, and See Moua-Leske. Absent: Steve Meister and James Lozinski. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Jim Marshall, Director of Public Safety; and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

Mayor Brynes attended via Zoom at his home due to illness. Attorney Whitmore explained that the law recently changed to allow elected officials to join meetings virtually from a non-public setting for personal or family medical reasons up to three (3) times a year.

There was a consensus to operate under the current agenda.

Consider Approval of the Minutes from August 8 Work Session and Regular Meeting

There were no amendments to the minutes.

Motion made by Councilmember Schroeder, Seconded by Councilmember Schafer to approve the minutes as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 5-0.**

1)Public Hearing on Proposed Assessments for Unpaid Services 2) Approval of Resolution Adopting Unpaid Services

City Clerk Anderson opened the public hearing by stating that the public hearing was for unpaid services incurred by the city for mowing, snow removal and fire calls. Minnesota Statue 429.101 set forth various types of City charges that can be assessed against property taxes pursuant to the special assessment process. The property owners were sent notice of the public hearing if they wished to contest the unpaid assessments or can pay before the statutory deadline of November 30 for certifying special assessments to the Lyon County Auditor Treasurer for taxes payable in 2024. Anderson mentioned that the property owners at 705 East Main Street and 214 Carrow Circle sent payment and when received they would have their assessment removed before they are certified as a special assessment for 2024. There were no members of the public or councilmembers who wished to comment during the public hearing.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 5-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adopt Resolution 23-062 which was for Unpaid Services for Grass and Snow Removal, and Unpaid Fire Call Services. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 5-0.**

Approval of the Consent Agenda

There were no requests to remove an item from the consent agenda for additional discussion.

Motion made by Councilmember Alcorn, Seconded by Councilmember Moua-Leske to approve the items on the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 5-0.**

- Introduction of Ordinance Section 18-2 Key Box
- Consider Approval of the Red Baron Arena & Expo and Lockwood Motors Sponsorship Agreement
- Consider Temporary Extension of Alcohol License Area for Brau Brothers Brewing Company
- Consider Approval for a Temporary On-Sale Liquor License for Marshall Area Chamber of Commerce
- Declare Speed Trailer for the Marshall Police Department as Surplus Property
- Revision of the EMERGENCY OPERATIONS PLAN (EOP), City of Marshall
- Consider Approval of the Bills/Project Payments

Coalition of Greater MN Cities Legislative Update

Legislative Lobbyist Marty Seifert presented an updated on the 2023 Legislative Session. Highlights of the presentation included:

- CGMC 2023 legislative priorities
- Local Government Aid increases
- Bonding bills
- Lead service line replacement

Administrator Hanson thanked Seifert for his efforts in getting the Aquatic Center special legislation moved through the appropriate channels to allow the City of Marshall to hold a special election on November 7th for a sales tax extension. Mayor Brynes and Councilmember Schafer also thanked Seifert for his work.

Consider the Request for a Variance Adjustment Permit and a Conditional Use Permit for an Advertising Sign at 511 State Highway 23 South

Ilya Gutman explained that the property owner at 511 State Highway 23 South applied for a Conditional Use Permit for an advertising sign at 511 State Highway 23 South. The sign would be a traditional panel sign, not a digital sign. The new sign will consist of four panels total, 30 feet wide each, with two panels stacked above each other and those pairs installed at about 20-degree angle to each other to face traffic on Highway 23 in both directions. The overall height of the sign was requested to be 30 feet. Each panel size is less than the maximum allowed length of 55 feet. There is another billboard already built further north along Highway 23, but the distance between the two signs will be more than 100 feet as required by Ordinance. However, the new sign is proposed to be installed less than 100 feet from the nearest residence district, which is also required by the Ordinance. Consequently, to proceed with a Conditional use permit, a variance permit must be obtained first.

Granting of a variance may be permitted only if the request meets the “practical difficulties” test, which required that proposed use is reasonable; the problem is caused by the conditions unique to this property and not created by the landowner; and that granting the variance will not change the character of the area. A condition to plant trees was added to mitigate the negative effect on the neighboring residential area.

Councilmember Schroeder said that the Planning Commission did not have concerns with the proposed development and that no neighbors were present at the public hearing. The owners of the digital sign on the adjacent property were present for the public hearing.

Requirements for the *Variance Adjustment Permit*:

1. That the regulations, standards, and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Variance Adjustment Permit in the event that any person has breached the conditions contained in this permit provided first, that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to cure any such default.

3. That trees are planted between the sign and the adjoining residential district to fully block the view of the sign from residential area; such trees shall be 2-inch minimum caliper when planted and at least 30 feet tall when fully grown. Any tree that dies or is damaged must be replaced within a year.

Requirements for the *Conditional Use Permit*:

1. The sign must be installed as shown on attached sketch. A survey showing exact sign location by the registered land surveyor shall be filed with the City of Marshall prior to sign installation. The sign or any part thereof shall not encroach into any public right-of-way or adjacent property.
2. This permit is for the sign structure described as follows:
 - a. Two double panels (not-digital) installed at an angle to each other (four sign panels total).
 - b. Each sign panel shall be no greater than 10 feet by 30 feet.
 - c. The overall height of the sign shall be no more than 30 feet. Prior to sign installation, a sign permit application must be applied and paid for. Structural drawings showing sign footing and foundations shall be signed by a registered professional engineer and submitted along the sign permit application.
3. A state permit shall be obtained.
4. The sign structure shall be maintained in a safe condition and all surfaces maintained without blemish or defects. The current land and sign owner and all future sign and landowners are fully responsible for maintenance, together or separately.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve the Variance Adjustment Permit for an advertising sign at 511 State Highway 23 South to be located less than 100 feet from the adjoining residential district subject to the conditions discussed. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The **motion Carried. 5-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the Condition Use Permit for an advertising sign at 511 State Highway 23 South subject to the conditions discussed. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The **motion Carried. 5-0.**

Resolution Establishing an Absentee Ballot Board

City Clerk Anderson said that under Minnesota Election Law Absentee voting for the Aquatic Center Special Election will begin on September 22 and end on November 6. Absentee voting for this election will take place at City Hall, 344 West Main Street, on the second floor at the City Clerk's Office. As part of the absentee process any municipality administering absentee ballots must establish a ballot board by ordinance or resolution under Minn Stat. 203B.121, Subd. 1. An absentee ballot board is a special board of election judges or election administrators that process and count returned absentee ballots. Per statute OACAVA, Uniform and Overseas Citizens Absentee Voting Act, ballots must be administered by the county auditor, who must also establish their own ballot board specific to the OACAVA process.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve Resolution 23-063 Establishing an Absentee Ballot Board. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 5-0.**

Discuss and Consider City Ordinance 86-248 Outside Storage

Jason Anderson gave background information on Ordinance 86-248 Outside Storage. Letters of non-compliance were sent at the beginning of 2022 to about a half dozen violators. Over the course of 2022 the original ordinance was loosened and was switched from a conditional use permit to an interim use permit process. Among those who received a letter of violation from the city, several chose to remove containers or move them to areas where they are permitted. Others have applied for an Interim Use Permit and were granted permission to keep containers with certain conditions. To date, those issued IUPs have not yet complied with the conditions of their permit. The conditions to be met are most typically fence installation to screen the shipping containers. City staff discussed the shipping container ordinance and

staff's direction regarding the ordinance with the Legislative and Ordinance Committee on August 8, 2023. The L&O Committee recommended to Council to offer support for the City's Ordinance regarding shipping containers and to recommend City staff to follow through with prior actions regarding shipping containers.

Mayor Byrnes commented that many of the ordinances for the City revolve around concerns that are brought up by citizens and then the city reacts to them. Councilmember Schafer added that container storage is a cheaper, effective option for businesses and that he doesn't want to see city staff spending a lot of time hunting down non-compliant units. Schafer would like to see containers at least conform to the main building in color and not look rusty. Councilmember Schroeder believed that the ordinance has come to a good middle ground point and likes how it is currently written. Attorney Whitmore cautioned that the city needs an enforceable ordinance that isn't arbitrary or capricious. Based on the discussion council recommended that Ordinance 86-248 Outside Storage be brought back to the Legislative and Ordinance Committee with revisions that containers be consistent with surrounding buildings or similar such language to allow a bit more flexibility without needing to screen with fencing.

Commission/Board Liaison Reports

- | | |
|------------|---|
| Brynes | No report. |
| Schafer | Interviews for the MERIT Center Coordinator occurred and hopefully a offer will go out before the next council meeting. |
| Meister | Absent. |
| Schroeder | No report. |
| Alcorn | No report. |
| Moua-Leske | No report. |
| Lozinski | Absent. |

Councilmember Individual Items

Councilmember Schafer praised the Sounds of Summer event and the ribbon cutting event for Terrace 1872.

Councilmember Schroeder wished that more citizens would visit Terrace 1872 now that the space is completed and looks amazing.

Mayor Byrnes commended the Sounds of Summer committee and mentioned that SMSU enrollment numbers were up. The U.S. Census Bureau indicated that the adjusted numbers from the Post Census Group Quarters Review appeal would be available on December 7th.

City Administrator

Hanson thanked Councilmember Schafer for helping drive the city parade entry during Sounds of Summer. The Aquatic Center will have a Community Walkthrough on September 7th. A final report from the University of Minnesota will be coming soon regarding who pays sales tax in Marshall but the initial draft shows 67% is paid by people who live outside Marshall. Hanson and the Mayor met with the Downtown Business Association with concerns about vandalism that kept reoccurring along Main Street.

Director of Public Works/City Engineer

Anderson gave project updates on the following: Channel Parkway, seal coating, Legion Field pond, and Third/Lyon Street. An active transportation grant of \$360,000 was awarded to the city to extend the bike trail and a couple of RRFB's to improve safety crossings. The grant does not require a local match.

City Attorney

No report.

Information Only

Mayor Brynes pointed out the Independence Park Grant Award letter of \$210,274 for the replacement of the main picnic shelter and improvements to the bathroom facilities. No other comments were had.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjourn

At 6:34 PM Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 5-0.**

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
BUDGET WORK SESSION
M I N U T E S
Tuesday, August 29, 2023**

The work session of the Common Council of the City of Marshall was held August 29, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Amanda Schroeder, John Alcorn, See Moua-Leske and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Jim Marshall, Director of Public Safety; Jason Anderson, Director of Public Works/City Engineer; Karla Drown, Finance Director; David Parsons, City Assessor; Dean Coudron, Public Ways Superintendent; Scott Truedson, Wastewater Treatment Plant Superintendent; Preston Stensrud, Parks and Recreation Superintendent; and Sheila Dubs, Human Resource Manager.

Preliminary 2023 Budget

Director of Administrative Services Moberg presented an overview of the preliminary 2024 budget. Moberg reviewed the capital requests, Capital Improvement Plan, operating budgets and levies, items impacting budgets and levies, and the 2024 proposed budgets and tax levies with projected impacts.

Council discussed the purchase agreement status of the Helena property and adjacent propane property. Director of Public Works/City Engineer Anderson responded to questions about the status of the property and agreements.

City Administrator Hanson discussed the request by Ralco to install a pedestrian bridge over the Redwood River between the parking lot and their headquarters, restaurant, and event center facilities.

City Assessor Parsons presented the preliminary tax base changes and changes in tax capacity values within the city.

Public Ways Superintendent Coudron responded to questions about the proposed dump truck in the capital equipment fund levy. Parts are no longer available for our current truck, and it has close to 100,000 miles on it. The replacement proposal is for a single axel with a stainless-steel box to increase the longevity.

Director of Public Works/City Engineer Anderson provided information on the Lyon Circle Reconstruction and South Whitney/South Hill/South Minnesota/Charles/Liberty Park Reconstruction projects.

Parks Superintendent Stensrud provided information on the proposed Legion Field bathrooms, concessions and viewing project. No updates have been made to these facilities since 1981. Stensrud also provided information on the deteriorating Liberty Park Bandshell structure.

The Council also discussed use of ARPA funds.

Adjournment

At 7:25 p.m. Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adjourn. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Moua-Leske, Councilmember Alcorn, Councilmember Lozinski, Councilmember Schroeder. The motion **Carried. 7-0.**

Attest:

City Clerk

Mayor

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Award of Quotation for Track Skidloader for the Street Department
Background Information:	<p>Attached is a bid tabulation for quotations received for a new Track Skidloader and trade-in of existing 2007 unit including two proposal options:</p> <ul style="list-style-type: none"> Proposal A – with undercarriage suspension Proposal B – without undercarriage suspension <p>The low proposal received meeting minimum specifications for Proposal A was from Titan Machinery of Marshall, Minnesota, in the amount of \$55,617.40, including trade-in.</p>
Fiscal Impact:	The 2023 Capital Equipment Fund Levy includes \$60,000 for this purchase.
Alternative/ Variations:	
Recommendations:	that Council award the quotation to Titan Machinery of Marshall, Minnesota, for new 2024 Case TV370B Track Skidloader in the amount of \$77,617.40, less trade-in of existing 2007 John Deere 325 in the amount of \$22,000.00, for a net purchase price of \$55,617.40.

**BID TABULATION
FURNISH ONE (1) NEW TRACK SKIDLOADER FOR STREET DEPARTMENT
AND TRADE-IN ONE (1) 2007 JOHN DEERE 325 FROM STREET DEPARTMENT**

**FURNISH ONE (1) NEW TRACK SKIDLOADER FOR STREET DEPARTMENT (WITHOUT UNDERCARRIAGE SUSPENSION)
AND TRADE-IN ONE (1) 2007 JOHN DEERE 325 FROM STREET DEPARTMENT
MARSHALL, MN**

**QUOTES TO BE RECEIVED BY:
DATE: AUGUST 30, 2023
TIME: 10AM (LOCAL TIME)**

BIDDER	MAKE/MODEL	NEW UNIT LESS TRADE-IN (PROPOSAL A)	NEW UNIT LESS TRADE-IN WITHOUT UNDERCARRIAGE SUSPENSION (PROPOSAL B)	COMMENTS
Miller Sellner Slayton, MN	2023 Bobcat T66	Quote: 70,013.00 Trade-In: (19,500.00) Total: \$50,513.00	Quote: 66,888.00 Trade-In: (19,500.00) Total: \$47,388.00	<9,200 lbs <69" machine width <122" height to bucket pivot pin
Titan Machinery Marshall, MN	2024 Case TV370B	Quote: 77,617.40 Trade-In: (22,000.00) Total: \$55,617.40	Quote: 72,630.15 Trade-In: (22,000.00) Total: \$50,630.15	Self-leveling bucket on up only
Miller Sellner Slayton, MN	2023 Bobcat T76	Quote: 81,310.00 Trade-In: (19,500.00) Total: \$61,810.00	Quote: 78,123.00 Trade-In: (19,500.00) Total: \$58,623.00	
Ziegler CAT Marshall, MN	2023 Caterpillar 289D3	Quote: 91,332.12 Trade-In: (17,200.00) Total: \$74,132.12		
Kesteloot Enterprises Inc. Marshall, MN	2023 Kubota SVL75-3		Quote: 69,600.00 Trade-In: (32,700.00) Total: \$36,900.00	No undercarriage suspension No ride control No variable flow auxiliary hydraulics Pump pressure <3,400 psi
Sterling Equipment & Repair, Inc. Cottonwood, MN	2024 Manitau 2300VT		Quote: 69,788.00 Trade-In: (22,950.00) Total: \$46,838.00	<74hp <122" height to bucket pivot pin <7,000lbs tipping load Self-leveling bucket on up only
RDO Equipment Marshall, MN	2024 Deere 325G		Quote: 75,457.00 Trade-In: (20,000.00) Total: \$55,457.00	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Steven Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a Raffle Permit for SMSU
Background Information:	SMSU will be holding a raffle on February 10, 2024, at 1501 State Street. Gambling permits are issued by the State of MN but require local approval before submittal.
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the LG220 Application for Exempt Permit.

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Southwest Minnesota State University Foundation Previous Gambling Permit Number: X- 30687-23-066

Minnesota Tax ID Number, if any: 8213114 Federal Employer ID Number (FEIN), if any: 23-7108470

Mailing Address: 1501 State Street

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

Name of Chief Executive Officer (CEO): Nathan Polfliet

CEO Daytime Phone: 507 / 537-6285 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): Barb.Berkenpas@smsu.edu

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Southwest Minnesota State University

Physical Address (do not use P.O. box): 1501 State Street

Check one:
 City: Marshall Zip: MN County: Lyon
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): February 10, 2024

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

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: Marshall

Signature of City Personnel: _____

Title: City Clerk Date: _____

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

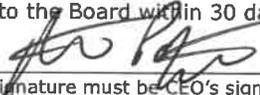
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 8/21/2025

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

Print Name: Nathan Polfliet

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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

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

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

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

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



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Steven Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Approval of a Raffle Permit for the United Way of Southwest Minnesota
Background Information:	<p>The United Way of SW MN will be holding a raffle event on December 1st & 2nd, at the Red Baron Arena & Expo located at 1651 Victory Drive.</p> <p>Gambling permits are issued by the State of MN but require local approval before submittal.</p>
Fiscal Impact:	
Alternative/ Variations:	None recommended.
Recommendations:	To approve the LG220 Application for Exempt Permit.

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: United Way of Southwest Minnesota Previous Gambling Permit Number: X-94618-22-003

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: 41-6023143

Mailing Address: PO Box 41

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

Name of Chief Executive Officer (CEO): Meg Louwagie

CEO Daytime Phone: 507-929-2273 CEO Email: Meg.Louwagie@unitedwayswmn.org
(permit will be emailed to this email address unless otherwise indicated below)

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

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

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

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

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

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

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

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Red Baron Arena & Expo

Physical Address (do not use P.O. box): 1651 victory Drive

Check one:
 City: Marshall Zip: 56258 County: Lyon
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): December 1, 2023 and December 2, 2023

Check each type of gambling activity that your organization will conduct:
 Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

The application is acknowledged with no waiting period.

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

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

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

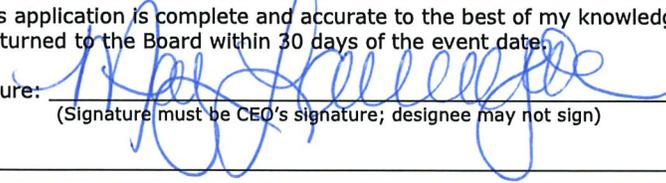
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 9.10.23

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

Print Name: Meg Louwagie

REQUIREMENTS

Complete a separate application for:

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

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

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

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

_____ a copy of your proof of nonprofit status; and

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

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

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

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

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

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jim Marshall
Meeting Date:	Tuesday, September 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Amendment to current MOU with SMSU related to reporting of sexual assaults to local law enforcement agency
Background Information:	<ul style="list-style-type: none"> • Minnesota law requires all postsecondary institutions to enter into a memorandum of understanding with the primary local law enforcement agency that serve its campus. The memorandum delineates the responsibilities and requires information sharing, in accordance with applicable state and federal privacy laws, about certain crimes including, but not limited to, sexual assault. • The amendment to the existing MOU is renewing the effective date of the MOU to begin January 1st, 2024 and remain in effect for five years until December 31st, 2028
Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Approve the renewing of the MOU between the City of Marshall and Southwest Minnesota State University.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective August 30, 2023, by and between the State of Minnesota by and through its Board of Trustees of the Minnesota State Colleges and Universities on behalf of Southwest Minnesota State University ("University") and the City of Marshall, Minnesota ("City"). The City and the University may, from time to time herein, be collectively referred to as "the Parties."

WHEREAS, the City and the University have a long history of cooperation regarding their shared mutual interests in a strong, safe, and vibrant community;

WHEREAS, the City has a department, the Marshall Police Department (PD), that is the principal law enforcement agency in the City of Marshall, Minnesota, that exercises such authority and jurisdiction granted by the laws of the State of Minnesota; and

WHEREAS, the Minnesota Legislature recently passed legislation, Minn. Stat. § 135A.15, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 2, addressing campus sexual assault that, among other things, requires postsecondary institutions and local law enforcement agencies to enter into a memorandum of understanding that delineates responsibilities and requires certain information sharing, in accordance with applicable state and federal privacy laws, about certain crimes.

WHEREAS, the recently passed legislation also requires that local law enforcement agencies cooperate with postsecondary institutions by entering into and honoring the memoranda of understanding required by the new legislation, Minn. Stat. §626.891, 2015 Minn. Laws, Ch. 69, Art. 4, Sec. 3.

WHEREAS, the University has an administrator that serves as the Title IX Coordinator and is responsible for investigating complaints of discrimination and sexual harassment, which includes sexual assault, domestic violence, dating violence and stalking;

WHEREAS, the City and the University agree that crime occurring on campus and in certain areas off campus is a serious problem that warrants the parties' continued cooperation, collaboration, and communication, to the extent allowable under law, and further agree to assist crime victims and ensure appropriate prosecution of responsible persons when a crime affecting a University student or employee occurs in the City;

WHEREAS, in recognition of the University's obligations under federal law and acknowledgment that the City may, but is not legally required to, provide information to the University, the purpose of this MOU is to acknowledge shared interests between the City and the University and to promote and maintain a continued, harmonious working relationship and cooperative effort between the parties. It is not intended to make one entity responsible or liable for the actions or omissions of any personnel from the other entity, and any such liability or responsibility is expressly denied by the parties; and

WHEREAS, the parties desire to further clarify how the parties may cooperate in the future in certain circumstances as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Sexual Assault and other forms of Sexual Violence.** As set forth herein, the parties agree to confer and cooperate, to the extent permitted by law, regarding incidents of sexual violence involving a University student-victim or student-suspect. For purposes of this MOU sexual violence means a continuum of conduct that includes sexual assault, sexual battery, dating and relationship violence, stalking, as well as aiding acts of sexual violence. Nothing in this MOU shall be construed as requiring PD to share information with the College/University if PD reasonably believes that doing so would jeopardize its criminal investigation.
 - a. The University and PD will communicate regularly during their respective investigations, to the extent permitted by law. The parties recognize the need to balance the interests of the criminal process and the University's obligations under state and federal law.
 - b. If necessary to prevent interference with its criminal investigation, PD will provide the University a report of sexual violence involving a University student-victim. PD will provide University with the victim's name and basic information about the incident upon the written consent of the victim(s). In some cases, the University may need to take immediate interim action to protect the victim(s) and keep the campus safe. However, upon PD's request, University will delay taking action to the extent reasonably possible to prevent interference with the criminal investigation. Upon such notice by PD, the University will limit information regarding the incident to only those administrative units with a need to know to protect the campus community. In such cases, PD will notify University when it has completed its initial investigation and notification to the parties by University will not interfere with the criminal investigation.
 - c. When University receives a report of sexual violence, it will inform the victim of its coordination with PD and will make the victim aware of the victim's right to make a criminal report, if the victim desires. If the victim requests, the University will coordinate and assist the victim in contacting PD.
 - d. The University will provide PD with information regarding the University's administrative complaint process, protective measures, campus resources, and information provided to victims regarding preservation of evidence. PD agrees that its investigators will strive to provide this information to student-victims interviewed in cases involving sexual violence.
 - e. Upon request, the parties will provide one another with information and records to the extent allowed or required by law and in accordance with applicable policy.

2. **Domestic Violence and Stalking.** The University agrees to provide PD information (e.g., office name and contact information) about campus resources for victims of domestic violence and/or stalking. PD agrees that its investigators will strive to provide this information to student-victims as appropriate.
3. **Collection of Crime Statistics.** The University is required by federal law to collect and publish statistics for reports of certain crimes, including crimes that occur on and around campus. As part of that obligation, the University must request crime statistics from PD annually. PD agrees to cooperate with the University and undertake reasonable efforts to respond to the University's request for crime statistics.
4. **Emergency Notification and Crime Alerts.**
 - a. The parties acknowledge that the University is required by federal law to have an emergency notification process to alert the campus community about significant emergencies or dangerous situations that pose an immediate threat to the health or safety of students or employees occurring on campus. The University is also required by federal law to issue timely warnings to alert the campus community about crimes that pose a serious or continuing threat to safety when a crime is ongoing or may be repeated.
 - b. If PD is aware of a significant emergency, dangerous situation, or ongoing crime that poses an immediate threat to the health and safety of the University's students, faculty or staff, PD may notify the University so that the University can determine whether an emergency notification or timely warning should be issued by the University.
5. **Training.** The parties agree to collaborate to provide education and training opportunities of interest to the parties. Specific education and training opportunities will be separately agreed to by the parties, and may include the following.
 - a. The parties agree to share information about education and training opportunities that may be of interest to the other party and to share information from training sessions of mutual interest.
 - b. The University agrees to provide training to PD personnel regarding the University's obligations under federal law, including Title IX, to respond to incidents of sexual violence involving members of the University community. This training may include information about University policies and procedures, the differences between the University's administrative process and the criminal process, University resources, and other information that would be of value to PD.
 - c. PD agrees to provide training to University employees, including those with responsibility for investigating and responding to matters of sexual violence and

those providing support services to parties involved in matters of sexual violence on agreed upon topics such as preservation of evidence.

- d. Upon mutual agreement by the representatives of the parties who are coordinating an education or training program, the parties may extend invitations to community partners to participate in the program.
6. **Periodic Meetings.** The parties agree to meet at agreed upon times, or as otherwise agreed to by the parties, to discuss matters relating to this MOU, including:
 - a. Critically evaluate and discuss the effectiveness of the cooperation of the parties pursuant to this MOU and identify areas for improvement;
 - b. Review and confirm the accuracy of the information contained on materials (such as the information sheet and victim resource card) handed out pursuant to this MOU; and
 - c. Discuss any other matters of importance to the parties.
 7. **Term.** This MOU is effective on January 1, 2024 or upon the date the final required signature is obtained by University, whichever occurs later, and shall remain in effect until December 31, 2028. The parties shall endeavor to examine this MOU as the end date approaches to ensure compatibility and effectiveness with any changes in laws, policies, or circumstances.
 8. **Termination.** Either party to the MOU may terminate it upon 30 days' prior written notice without necessity of demonstrating cause; provided, however, that either party may terminate this MOU immediately upon written notice to the other party in the event that such action is necessary for significant health or safety issues or to comply with applicable law.
 9. **Modification.** This MOU may be modified only in a writing signed by both parties.
 10. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this MOU shall not be affected and shall be read as if the MOU did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.
 11. **Assignment.** Neither party may assign nor transfer any rights or obligations under this MOU without the prior written consent of the other party.
 12. **Liability.** Each party is responsible for its own acts and behavior and the results thereof. College/University's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

13. **No Third Party Beneficiary.** This MOU is not intended to benefit any third party, nor shall any person who is not now or in the future a party hereto be entitled to enforce any of the rights or obligations of a party under this MOU.
14. **Government Data Practices Act.** The Parties must comply with the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as it applies to this MOU.
15. **Applicable Law.** This MOU shall be governed and interpreted in accordance with the laws of the State of Minnesota.

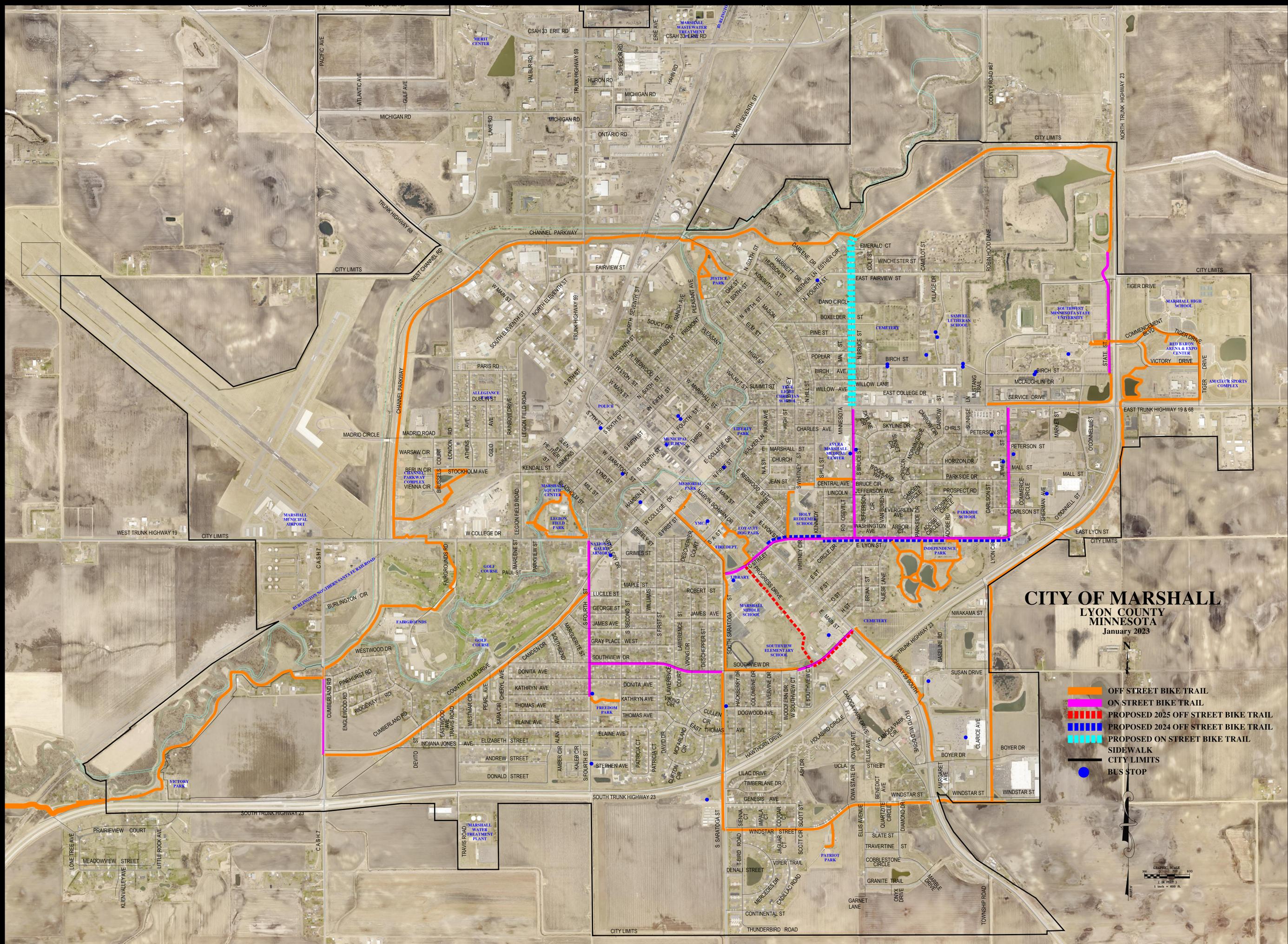
IN WITNESS WHEREOF, the undersigned hereto have executed this Memorandum of Understanding this 30th day of August, 2023.

THE CITY OF MARSHALL

SOUTHWEST MINNESOTA STATE UNIVERSITY

**CITY OF MARSHALL
AGENDA ITEM REPORT**

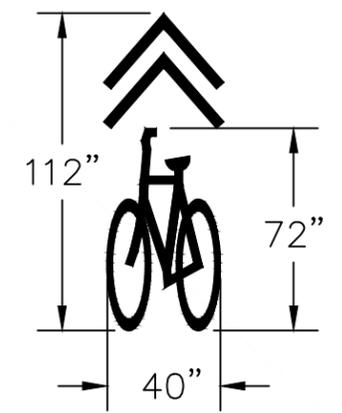
Presenter:	Jason Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Striping Adjustments on C Street and North Bruce Street
Background Information:	<p>At the August 22, 2022 City Council meeting, the City Council elected to remove dedicated bike lanes from our city streets and to replace the bike lanes with painted shared lane markings. The benefit of this change is that it created larger driving lane widths for the vehicles, while also identifying that the street is a bike route and the road must be shared. The requirement for change was brought forward by MnDOT District 8 staff identifying that many of our State Aid streets with painted bike lanes were out of compliance with minimum standards for lane widths. Staff has been implementing this type of change as painting fades or as streets are resurfaced.</p> <p><u>C Street</u> C Street received a chip sealing surface treatment this summer and will need to be striped. Staff is proposing to stripe in accordance with this Council direction to include shared lane markings as a replacement to the prior bike lane markings. A visual exhibit is included in the Council packet.</p> <p><u>N. Bruce Street (E. College Drive to north of Fairview Street)</u> City staff is proposing to add a center skip, outside shoulder fog lines, and shared lane markings to this segment of City street. By adding these pavement markings, the city is providing more bike route connections in our city. Included in the packet is a visual exhibit that identifies the proposed striping, as well as an exhibit that highlights the bike route connectivity.</p>
Fiscal Impact:	Street striping funds are included in the Street Department other repairs & maintenance line item (101-43300-53425) in the amount of \$10,000.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize the addition of shared lane markings on N. Bruce Street and replace bike lane markings with shared lane markings on C Street, as identified in the visual exhibits.



CITY OF MARSHALL
LYON COUNTY
MINNESOTA
 January 2023

- OFF STREET BIKE TRAIL
- ON STREET BIKE TRAIL
- - - PROPOSED 2025 OFF STREET BIKE TRAIL
- - - PROPOSED 2024 OFF STREET BIKE TRAIL
- - - PROPOSED ON STREET BIKE TRAIL
- SIDEWALK
- CITY LIMITS
- BUS STOP





CENTER OF SHARROW TO BE 11' OFF CURB WHERE PARKING IS ALLOWED AND 4' OFF CURB WHERE THERE IS NO PARKING.

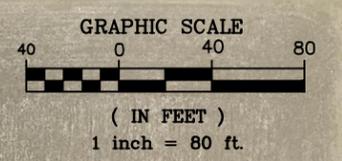
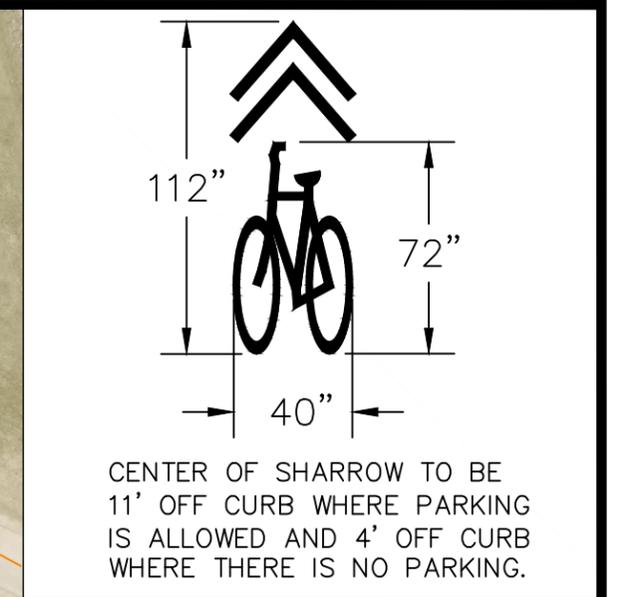
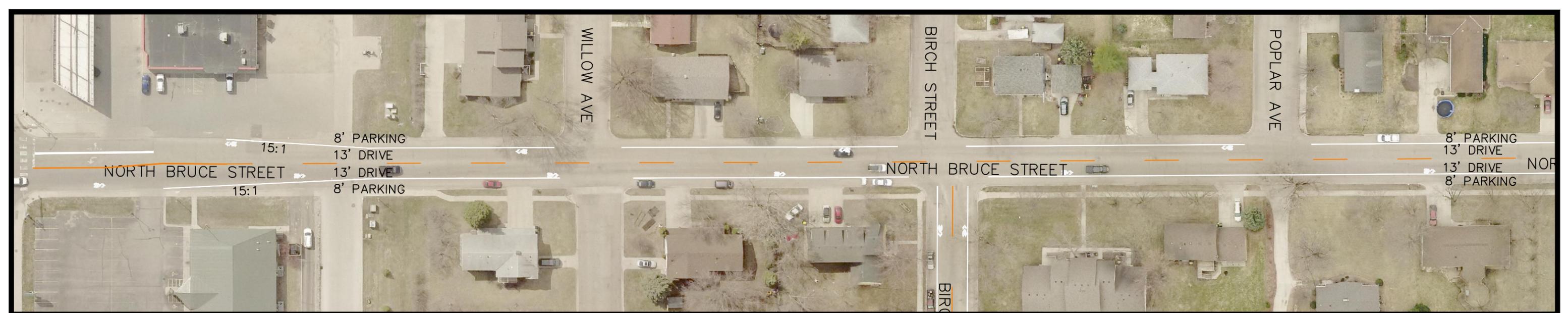
DESIGNED BY:	DATE	REVISIONS	INIT.
DRAWN BY: G.J.S.			
AP: Item 6, J.R.A.			
SCALE: 1"=80'			


MARSHALL
 ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

C STREET
 PROPOSED STRIPING SHEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE _____ LICENSE NO. 53322

CITY PROJECT NO. ST
 STATE AID PROJECT NO. NA
 DATE 08/17/2023
 Page 25



DESIGNED BY: _____	DATE	REVISIONS	INIT.
DRAWN BY: G.J.S.			
APP: Item 6, J.R.A.			
SCALE: 1"=80'			

ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

BRUCE STREET
 PROPOSED STRIPING SHEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE _____ LICENSE NO. 53322

CITY PROJECT NO. ST
 STATE AID PROJECT NO. NA
 DATE 08/17/2023
 Page 26

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Karla Drown
Meeting Date:	Tuesday, September 12, 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: 08/25/2023 - 09/12/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6128	ACTION COMPANY LLC	08/25/2023	EFT	0.00	264.00	13982
6128	ACTION COMPANY LLC	09/01/2023	EFT	0.00	355.20	14044
0560	AFSCME COUNCIL 65	09/01/2023	EFT	0.00	1,324.40	14045
6412	AG PLUS COOPERATIVE	08/25/2023	EFT	0.00	513.09	13983
6412	AG PLUS COOPERATIVE	09/08/2023	EFT	0.00	88.66	14125
0567	ALEX AIR APPARATUS 2 LLC	09/01/2023	EFT	0.00	600.00	14046
6417	ALLIED BLACKTOP COMPANY	09/01/2023	Regular	0.00	159,617.10	123272
0578	AMAZON CAPITAL SERVICES	08/25/2023	EFT	0.00	884.93	13984
0578	AMAZON CAPITAL SERVICES	09/01/2023	EFT	0.00	370.81	14047
0578	AMAZON CAPITAL SERVICES	09/08/2023	EFT	0.00	8.99	14126
3761	AMERICAN BOTTLING CO.	09/01/2023	Regular	0.00	350.55	123273
5837	ANDERSON, JASON	09/01/2023	EFT	0.00	80.00	14048
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILI	08/25/2023	EFT	0.00	1,556.54	13985
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILI	09/08/2023	EFT	0.00	198.95	14127
6694	ARAMARK UNIFORM & CAREER APPAREL GROU	09/01/2023	EFT	0.00	124.96	14049
0630	ARCTIC GLACIER	08/25/2023	Regular	0.00	584.62	123258
0630	ARCTIC GLACIER	09/01/2023	Regular	0.00	626.71	123274
0656	AVERA MARSHALL	08/25/2023	Regular	0.00	177.00	123259
2402	AXON ENTERPRISE, INC	08/25/2023	EFT	0.00	9,699.08	13986
5702	B & H PHOTO & ELECTRONICS CORP	09/08/2023	EFT	0.00	753.84	14128
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	08/25/2023	EFT	0.00	15,080.00	13987
6830	BALATON SPORTSMAN CLUB INC	09/01/2023	Regular	0.00	300.00	123275
5327	BAUMANN, ADAM	09/01/2023	EFT	0.00	30.00	14050
0688	BELLBOY CORPORATION	09/01/2023	EFT	0.00	4,365.65	14051
0688	BELLBOY CORPORATION	09/08/2023	EFT	0.00	3,439.49	14129
0689	BEND RITE CUSTOM FABRICATION, INC.	08/25/2023	Regular	0.00	601.60	123260
0689	BEND RITE CUSTOM FABRICATION, INC.	09/01/2023	Regular	0.00	22.50	123276
0689	BEND RITE CUSTOM FABRICATION, INC.	09/08/2023	Regular	0.00	2,984.34	123305
0699	BEVERAGE WHOLESALERS, INC.	08/25/2023	Regular	0.00	43,228.23	123261
0699	BEVERAGE WHOLESALERS, INC.	09/01/2023	Regular	0.00	34,034.10	123277
0699	BEVERAGE WHOLESALERS, INC.	09/08/2023	Regular	0.00	37,856.74	123306
0724	BOLTON & MENK INC	08/25/2023	EFT	0.00	187.00	13988
0726	BORCH'S SPORTING GOODS, INC.	08/25/2023	EFT	0.00	204.00	13989
3829	BRAU BROTHERS	08/25/2023	EFT	0.00	819.00	13990
3829	BRAU BROTHERS	09/01/2023	EFT	0.00	289.00	14052
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	08/25/2023	Regular	0.00	6,879.38	123262
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	09/01/2023	Regular	0.00	101.26	123278
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	09/08/2023	Regular	0.00	2,649.38	123307
3568	BRUNSVOLD, QUENTIN	09/01/2023	EFT	0.00	30.00	14053
6857	BRUSVEN, KATHERINE	09/01/2023	EFT	0.00	30.00	14054
0728	BUFFALO RIDGE CONCRETE INC	08/25/2023	EFT	0.00	550.00	13991
7335	BULLARD, QUINN	09/01/2023	EFT	0.00	151.35	14055
0378	BUYASSE, JASON	09/01/2023	EFT	0.00	30.00	14056
6744	C&L DISTRIBUTING	08/25/2023	EFT	0.00	2,624.84	13992
0380	CALLENS, DAVID	09/01/2023	EFT	0.00	30.00	14057
6791	CAPITAL ONE	08/25/2023	Regular	0.00	26.56	123265
6791	CAPITAL ONE	09/01/2023	Regular	0.00	34.43	123280
6791	CAPITAL ONE	09/08/2023	Regular	0.00	62.79	123309
7164	CARD CONNECT/MERCHANT BANK CD	09/05/2023	Bank Draft	0.00	638.57	DFT0003242
0799	CARLOS CREEK WINERY, INC	08/25/2023	Regular	0.00	576.00	123266
0815	CATTOOR OIL COMPANY, INC	08/25/2023	EFT	0.00	3,168.00	13993
0815	CATTOOR OIL COMPANY, INC	09/01/2023	EFT	0.00	5,203.20	14058
0818	CAUWELS, ROGER	09/01/2023	EFT	0.00	30.00	14059
5860	CENTRAL STATES GROUP	09/08/2023	Regular	0.00	79.01	123310

Council Check Report

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5313	CIVIL AIR PATROL MAGAZINE	08/25/2023	Regular	0.00	255.00	123267
5733	CLARITY TELECOM, LLC	08/25/2023	EFT	0.00	2,862.22	13994
5733	CLARITY TELECOM, LLC	09/08/2023	EFT	0.00	145.00	14130
0384	COUDRON, DEAN	09/01/2023	EFT	0.00	30.00	14060
7348	CROSSWINDS INVESTMENTS LLC	09/08/2023	Regular	0.00	1,067.50	123311
0920	CULLIGAN WATER CONDITIONING OF MARSHA	09/08/2023	Regular	0.00	146.25	123312
0934	D & G EXCAVATING INC	08/25/2023	EFT	0.00	214,500.27	13995
0934	D & G EXCAVATING INC	09/01/2023	EFT	0.00	6,056.00	14061
3819	DACOTAH PAPER CO	08/25/2023	EFT	4.18	414.17	13996
7102	DAHLHEIMER BEVERAGE	08/25/2023	EFT	0.00	3,719.95	13997
7102	DAHLHEIMER BEVERAGE	09/08/2023	EFT	0.00	6,770.05	14131
0950	DAKTRONICS INC	09/01/2023	Regular	0.00	110.00	123281
7344	DALE, TROY & ASHLEY	09/01/2023	Regular	0.00	300.00	123282
6204	DAVEY TREE EXPERT COMPANY	09/01/2023	Regular	0.00	2,595.00	123283
7339	DE LANGHE, DENISE	09/01/2023	Regular	0.00	100.00	123284
6472	DEUTZ, LAUREN	09/01/2023	EFT	0.00	80.00	14062
5731	DOLL DISTRIBUTING LLC	08/25/2023	EFT	0.00	19,027.19	13998
5731	DOLL DISTRIBUTING LLC	09/01/2023	EFT	0.00	16,188.15	14063
5731	DOLL DISTRIBUTING LLC	09/08/2023	EFT	0.00	21,134.55	14132
4126	DOOM & CUYPER CONSTRUCTION	08/25/2023	EFT	0.00	282.90	13999
1020	DUININCK, INC.	08/25/2023	EFT	0.00	583,694.33	14000
1035	ECOLAB PEST ELIMINATION SERVICES	08/25/2023	EFT	0.00	835.23	14001
1090	FASTENAL COMPANY	09/01/2023	EFT	0.00	279.56	14064
1090	FASTENAL COMPANY	09/08/2023	EFT	0.00	719.95	14133
7073	FIXEN CHIROPRACTIC	08/25/2023	EFT	0.00	40.00	14002
7073	FIXEN CHIROPRACTIC	09/08/2023	EFT	0.00	100.00	14134
1158	GALLS INC	08/25/2023	EFT	0.00	264.75	14003
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	09/08/2023	EFT	0.00	94.29	14135
1201	GRAINGER INC	09/01/2023	EFT	0.00	15.34	14065
1215	GREENWOOD NURSERY	08/25/2023	EFT	0.00	1,106.40	14004
3760	GROWMARK INC.	09/01/2023	EFT	0.00	631.30	14066
7336	HANSON, ERIC	08/25/2023	EFT	0.00	70.00	14005
7336	HANSON, ERIC	09/01/2023	EFT	0.00	70.00	14067
1256	HAWKINS INC	08/25/2023	EFT	0.00	13,261.01	14006
1256	HAWKINS INC	09/08/2023	EFT	0.00	13,253.12	14136
7346	HAYS, SHARON	09/01/2023	Regular	0.00	80.00	123285
1267	HEIMAN INC.	09/08/2023	EFT	0.00	265.00	14137
1271	HENLE PRINTING COMPANY	08/25/2023	EFT	0.00	38.24	14007
1251	HESS CONCRETE	08/25/2023	Regular	0.00	11,150.00	123268
5515	HOFFMANN, RYAN	09/01/2023	EFT	0.00	30.00	14068
7343	HOLLAND, CHARLES & MARIE	09/01/2023	Regular	0.00	70.40	123286
7342	HOLMGREN, JUSTIN & RACHEL	09/01/2023	Regular	0.00	150.20	123287
0704	HORSTMANN'S BIKE SHOP	08/25/2023	EFT	0.00	32.99	14008
0435	HUBER, DORIS	09/01/2023	EFT	0.00	836.24	14069
1311	HYVEE FOOD STORES INC	09/01/2023	Regular	0.00	34.62	123288
1325	ICMA RETIREMENT TRUST #300877	09/01/2023	EFT	0.00	50.00	14070
6536	INNOVATIVE OFFICE SOLUTIONS, LLC	08/25/2023	EFT	0.00	44.81	14009
1358	INTERNAL REVENUE SERVICE	09/01/2023	Bank Draft	0.00	15.12	DFT0003214
1358	INTERNAL REVENUE SERVICE	09/01/2023	Bank Draft	0.00	470.86	DFT0003215
1358	INTERNAL REVENUE SERVICE	09/01/2023	Bank Draft	0.00	3.54	DFT0003216
1358	INTERNAL REVENUE SERVICE	09/01/2023	Bank Draft	0.00	30,156.98	DFT0003235
1358	INTERNAL REVENUE SERVICE	09/01/2023	Bank Draft	0.00	23,303.61	DFT0003236
1358	INTERNAL REVENUE SERVICE	09/01/2023	Bank Draft	0.00	8,896.90	DFT0003237
1399	JOHNSON BROTHERS LIQUOR COMPANY	08/25/2023	EFT	0.00	9,354.97	14011
1399	JOHNSON BROTHERS LIQUOR COMPANY	09/01/2023	EFT	0.00	7,090.79	14073
1399	JOHNSON BROTHERS LIQUOR COMPANY	09/08/2023	EFT	0.00	20,536.99	14140
2036	JOHNSON BROTHERS LIQUOR COMPANY	08/25/2023	EFT	0.00	14,329.17	14013
2036	JOHNSON BROTHERS LIQUOR COMPANY	09/01/2023	EFT	0.00	10,258.32	14071
2036	JOHNSON BROTHERS LIQUOR COMPANY	09/08/2023	EFT	0.00	11,175.48	14138
2605	JOHNSON BROTHERS LIQUOR COMPANY	08/25/2023	EFT	0.00	261.98	14012
5447	JOHNSON BROTHERS LIQUOR COMPANY	08/25/2023	EFT	0.00	1,941.95	14010

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5447	JOHNSON BROTHERS LIQUOR COMPANY	09/01/2023	EFT	0.00	1,751.70	14072
5447	JOHNSON BROTHERS LIQUOR COMPANY	09/08/2023	EFT	0.00	1,347.25	14139
7347	KANDIYOHI COUNTY HEALTH AND HUMAN SER	09/08/2023	Regular	0.00	30.00	123313
1417	KENNEDY & GRAVEN, CHARTERED	08/25/2023	EFT	0.00	2,163.50	14014
1417	KENNEDY & GRAVEN, CHARTERED	09/01/2023	EFT	0.00	6,418.00	14074
3564	KESTELOOT ENTERPRISES, INC	08/25/2023	EFT	0.00	85.85	14015
3564	KESTELOOT ENTERPRISES, INC	09/01/2023	EFT	0.00	91.26	14075
5095	KIBBLE EQUIPMENT LLC	09/01/2023	EFT	0.00	9,461.44	14076
0450	KOPITSKI, JASON	09/01/2023	EFT	0.00	30.00	14077
5377	KRUK, CHRISTOPHER	09/01/2023	EFT	0.00	30.00	14078
3906	LALEMAN, GARY	08/25/2023	Regular	0.00	95.00	123269
1480	LAW ENFORCEMENT LABOR SERVICE INC	09/01/2023	EFT	0.00	1,282.50	14079
1481	LEAGUE OF MINNESOTA CITIES	09/08/2023	Regular	0.00	14,070.00	123314
6183	LEE, JERRED	09/01/2023	EFT	0.00	30.00	14080
5363	LEXIPOL, LLC	09/01/2023	EFT	0.00	4,228.76	14081
7146	LIFE INSURANCE COMPANY OF NORTH AMERIC.	08/25/2023	EFT	0.00	721.32	14016
1508	LOCKWOOD MOTORS INC	09/08/2023	EFT	0.00	44.64	14141
6323	LUTHER, ERIC	08/25/2023	EFT	0.00	133.34	14017
6323	LUTHER, ERIC	09/01/2023	EFT	0.00	30.00	14082
6323	LUTHER, ERIC	09/08/2023	EFT	0.00	36.05	14142
3816	LUTHERAN SOCIAL SERVICES	09/08/2023	Regular	0.00	28.00	123315
1531	LYON COUNTY AUDITOR-TREASURER	09/08/2023	EFT	0.00	130.44	14143
1552	LYON COUNTY RECORDER	08/25/2023	EFT	0.00	92.00	14018
1552	LYON COUNTY RECORDER	09/08/2023	EFT	0.00	62.60	14144
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	09/01/2023	EFT	0.00	1,099.05	14083
4246	MARK DEUTZ CONSTRUCTION, INC.	09/01/2023	Regular	0.00	300.00	123289
1602	MARSHALL AMATEUR HOCKEY ASSOCIATION	08/25/2023	EFT	0.00	5,170.00	14019
1604	MARSHALL AREA CHAMBER OF COMMERCE	08/25/2023	EFT	0.00	975.00	14020
1616	MARSHALL CONVENTION & VISITORS BUREAU	09/01/2023	EFT	0.00	20,301.92	14084
5813	MARSHALL LUMBER CO	08/25/2023	EFT	0.00	103.03	14021
5813	MARSHALL LUMBER CO	09/01/2023	EFT	0.00	600.00	14085
5813	MARSHALL LUMBER CO	09/01/2023	EFT	0.00	66.06	14086
5813	MARSHALL LUMBER CO	09/08/2023	EFT	0.00	212.51	14145
1633	MARSHALL MUNICIPAL UTILITIES	08/25/2023	EFT	0.00	2,020.25	14022
1633	MARSHALL MUNICIPAL UTILITIES	09/08/2023	EFT	0.00	94,215.14	14146
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	08/25/2023	EFT	0.82	40.12	14023
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	09/01/2023	EFT	0.00	11.77	14087
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	09/08/2023	EFT	2.19	140.11	14149
3545	MARSHALL RADIO	09/08/2023	EFT	0.00	2,000.00	14150
0460	MARSHALL, JAMES	09/01/2023	EFT	0.00	80.00	14088
1680	MCEA EXECUTIVE OFFICE	09/08/2023	Regular	0.00	479.00	123316
7077	MEDSURETY, LLC	09/01/2023	Bank Draft	0.00	10,335.99	DFT0003229
7077	MEDSURETY, LLC	09/01/2023	Bank Draft	0.00	6,687.92	DFT0003234
7077	MEDSURETY, LLC	09/01/2023	Bank Draft	0.00	312.52	DFT0003239
6025	MELLENTIN, CODY	09/01/2023	EFT	0.00	30.00	14089
4980	MENARDS INC	08/25/2023	EFT	0.00	908.40	14024
4980	MENARDS INC	09/01/2023	EFT	0.00	406.99	14090
4980	MENARDS INC	09/08/2023	EFT	0.00	188.78	14151
3971	MEULEBROECK, ANDY	09/01/2023	EFT	0.00	30.00	14091
1818	MINNESOTA DEPARTMENT OF REVENUE	09/01/2023	Regular	0.00	60.00	123290
1818	MINNESOTA DEPARTMENT OF REVENUE	09/01/2023	Regular	0.00	60.00	123291
1818	MINNESOTA DEPARTMENT OF REVENUE	09/01/2023	Bank Draft	0.00	278.73	DFT0003217
1818	MINNESOTA DEPARTMENT OF REVENUE	09/01/2023	Bank Draft	0.00	11,983.03	DFT0003238
3555	MINNESOTA DEPARTMENT OF TRANSPORTATIC	09/01/2023	Regular	0.00	2,023.32	123292
1804	MINNESOTA MAYORS ASSOCIATION	09/08/2023	Regular	0.00	30.00	123317
3669	MINNESOTA STATE RETIREMENT SYSTEM	09/01/2023	Bank Draft	0.00	14,095.15	DFT0003232
1839	MINNESOTA VALLEY TESTING LABS INC	09/01/2023	EFT	0.00	157.60	14092
1839	MINNESOTA VALLEY TESTING LABS INC	09/08/2023	EFT	0.00	115.20	14152
7341	MITCHELL, RAYMOND	09/01/2023	Regular	0.00	157.20	123293
1757	MN CHILD SUPPORT PAYMENT CENTER	09/01/2023	Bank Draft	0.00	386.70	DFT0003226
1757	MN CHILD SUPPORT PAYMENT CENTER	09/01/2023	Bank Draft	0.00	170.74	DFT0003227

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1757	MN CHILD SUPPORT PAYMENT CENTER	09/01/2023	Bank Draft	0.00	450.39	DFT0003228
1807	MN MUNICIPAL BEVERAGE ASSOCIATION	09/08/2023	Regular	0.00	60.00	123318
1834	MN TRANSPORTATION ALLIANCE	08/25/2023	EFT	0.00	525.00	14025
6955	MOBERG, E.J.	09/01/2023	EFT	0.00	80.00	14093
1887	MTI DISTRIBUTING INC	09/01/2023	EFT	0.00	382.25	14094
2512	NATIONWIDE RETIREMENT	09/01/2023	Bank Draft	0.00	325.00	DFT0003212
2512	NATIONWIDE RETIREMENT	09/01/2023	Bank Draft	0.00	1,630.13	DFT0003213
2512	NATIONWIDE RETIREMENT	09/01/2023	Bank Draft	0.00	100.00	DFT0003222
1923	NCBERS MN GROUP LIFE INS.	09/01/2023	EFT	0.00	224.00	14095
6833	NEWHOUSE, JOSEPH	09/01/2023	EFT	0.00	185.50	14096
6833	NEWHOUSE, JOSEPH	09/08/2023	EFT	0.00	185.50	14153
1945	NORM'S GTC	09/01/2023	Regular	0.00	25.72	123294
1945	NORM'S GTC	09/08/2023	Regular	0.00	120.85	123319
7166	NORTHAMERICAN BANCARD/EPX	09/01/2023	Bank Draft	0.00	10,746.43	DFT0003245
7230	NORTHERN STATES SUPPLY, INC	09/01/2023	EFT	0.00	97.73	14097
7325	NUTRITION EXCELLENCE LLC	09/01/2023	Regular	0.00	897.00	123295
7325	NUTRITION EXCELLENCE LLC	09/08/2023	Regular	0.00	895.00	123320
5891	ONE OFFICE SOLUTION	08/25/2023	EFT	0.00	41.52	14026
5891	ONE OFFICE SOLUTION	09/08/2023	EFT	0.00	7.99	14154
3809	O'REILLY AUTOMOTIVE STORES, INC	09/01/2023	EFT	0.00	57.12	14098
1243	PATZERS INC	09/01/2023	EFT	0.00	7.47	14099
7340	PAUL DESMET & JESSICA DIEKMANN	09/01/2023	Regular	0.00	265.60	123296
2019	PAUSTIS WINE COMPANY	09/01/2023	EFT	0.00	1,448.50	14100
7168	PAYLIDIFY/GATEWAY SERVICES	09/07/2023	Bank Draft	0.00	14.45	DFT0003246
7163	PAYLIDIFY/MERCHANT BANK	09/05/2023	Bank Draft	0.00	68.02	DFT0003243
7163	PAYLIDIFY/MERCHANT BANK	09/05/2023	Bank Draft	0.00	566.05	DFT0003244
5707	PAYPAL INC	09/05/2023	Bank Draft	0.00	53.35	DFT0003241
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	08/25/2023	EFT	0.00	96.50	14027
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	09/08/2023	EFT	0.00	62.50	14155
2028	PERA OF MINNESOTA REG	09/01/2023	Bank Draft	0.00	54,409.41	DFT0003230
5606	PRE-PAID LEGAL SERVICES, INC.	09/01/2023	Regular	0.00	309.00	123297
6888	PRINCE CONTRACTING, INC.	09/08/2023	Regular	0.00	19,845.98	123321
0477	PRZYBILLA, SCOTT	09/01/2023	EFT	0.00	30.00	14101
6166	PULVER MOTOR SVC, LLC	09/08/2023	EFT	0.00	160.00	14156
2096	QUARNSTROM & DOERING, PA	09/01/2023	EFT	0.00	8,184.71	14102
6216	R & H PAINTING, LLC	08/25/2023	EFT	0.00	27,659.96	14028
2112	R AND G CONSTRUCTION COMPANY	08/25/2023	EFT	0.00	489,208.68	14029
4826	RIEKE, BENJAMIN	09/01/2023	EFT	0.00	30.00	14103
5732	RITE	09/01/2023	EFT	0.00	364.88	14104
6365	RJM DISTRIBUTING, INC	08/25/2023	Regular	0.00	271.60	123270
0707	ROADSIDE DEVELOPERS INC	09/08/2023	Regular	0.00	150.00	123322
0481	ROKEH, JASON	09/01/2023	EFT	0.00	30.00	14105
2190	ROTARY CLUB OF MARSHALL	09/01/2023	EFT	0.00	237.50	14106
5867	ROUND LAKE VINEYARDS & WINERY	08/25/2023	EFT	0.00	300.00	14030
2201	RUNNING SUPPLY, INC	08/25/2023	EFT	0.00	70.84	14031
2201	RUNNING SUPPLY, INC	09/01/2023	EFT	0.00	336.86	14107
5556	SANDGREN, KAYLYNN	09/01/2023	EFT	0.00	30.00	14108
5676	SCHAFFRAN, JOSEPH WILLIAM	09/01/2023	Regular	0.00	250.00	123299
6251	SHRED RIGHT	08/25/2023	EFT	0.00	40.00	14032
7337	SIMBECK AND ASSOCIATES, INC	08/25/2023	Regular	0.00	2,430.00	123271
3881	SOUPIR, BETH	09/08/2023	EFT	0.00	332.39	14157
4855	SOUTHERN GLAZER'S	08/25/2023	EFT	0.00	7,799.49	14033
4855	SOUTHERN GLAZER'S	09/01/2023	EFT	0.00	12,783.72	14109
4855	SOUTHERN GLAZER'S	09/08/2023	EFT	0.00	13,395.34	14158
6720	SOUTHERN MINNESOTA INSPECTION CO., LLC	09/01/2023	Regular	0.00	1,409.24	123300
0491	ST AUBIN, GREGORY	09/01/2023	EFT	0.00	30.00	14110
4522	ST LOUIS MRO INC.	09/01/2023	EFT	0.00	27.50	14111
3808	STELTER, GEOFFREY	09/01/2023	EFT	0.00	30.00	14112
4134	STENSRUD, PRESTON	09/01/2023	EFT	0.00	30.00	14113
6800	STOCKWELL ENGINEERS	09/01/2023	EFT	0.00	11,150.00	14114
6706	SUN LIFE FINANCIAL	09/01/2023	EFT	0.00	1,574.56	14115

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6202	SUNDANCE AUTO REPAIR	09/01/2023	Regular	0.00	427.98	123301
6427	SWALBOSKI, BRIAN	09/01/2023	EFT	0.00	185.50	14117
0495	SWANSON, GREGG	09/01/2023	EFT	0.00	30.00	14118
6277	TALKING WATERS BREWING CO, LLC	09/08/2023	EFT	0.00	570.00	14159
0875	THE COMPUTER MAN INC	08/25/2023	EFT	0.00	897.50	14034
2428	TITAN MACHINERY	08/25/2023	EFT	0.00	93.15	14035
2429	TKDA	09/01/2023	EFT	0.00	8,075.32	14119
6389	TOWNE & COUNTRY EXCAVATING LLC	08/25/2023	EFT	0.00	229,367.41	14036
7184	TRANSAX	09/06/2023	Bank Draft	0.00	34.70	DFT0003240
6156	TRUE BRANDS	08/25/2023	EFT	0.00	461.82	14037
3342	TRUEDSON, SCOTT	09/01/2023	EFT	0.00	30.00	14120
5106	ULINE	09/08/2023	EFT	0.00	6,078.97	14160
2499	US BANK	09/01/2023	EFT	0.00	550.00	14121
5023	US GEOLOGICAL SURVEY	09/08/2023	EFT	0.00	2,195.75	14161
2511	USA BLUE BOOK	09/08/2023	EFT	0.00	61.99	14162
3443	VALIC DEFERRED COMP	09/01/2023	Bank Draft	0.00	909.61	DFT0003223
3443	VALIC DEFERRED COMP	09/01/2023	Bank Draft	0.00	1,176.92	DFT0003224
0512	VANLEEUEW, SARA J.	09/01/2023	EFT	0.00	70.00	14122
4489	VERIZON WIRELESS	08/25/2023	EFT	0.00	39.02	14038
4489	VERIZON WIRELESS	08/25/2023	EFT	0.00	440.11	14039
4489	VERIZON WIRELESS	08/25/2023	EFT	0.00	1,452.20	14040
2538	VIKING COCA COLA BOTTLING CO.	08/25/2023	EFT	0.00	390.31	14041
2538	VIKING COCA COLA BOTTLING CO.	09/01/2023	EFT	0.00	484.65	14123
4594	VINOCOPIA INC	08/25/2023	EFT	0.00	1,252.82	14042
6059	VLAMINCK, GARY	09/01/2023	Regular	0.00	300.00	123302
6085	VOYA - INVESTORS CHOICE	09/01/2023	Bank Draft	0.00	2,365.74	DFT0003233
7338	WILLIAMSON, JENNIFER	09/01/2023	Regular	0.00	335.00	123303
7345	WILMES, ROSEMARY	09/01/2023	Regular	0.00	25.00	123304
2632	ZIEGLER INC	08/25/2023	EFT	0.00	29.81	14043
2632	ZIEGLER INC	09/01/2023	EFT	0.00	1,274.40	14124

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	99	60	0.00	352,201.76
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	29	29	0.00	180,586.56
EFT's	345	178	7.19	2,023,288.96
	473	267	7.19	2,556,077.28

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	99	60	0.00	352,201.76
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	29	29	0.00	180,586.56
EFT's	345	178	7.19	2,023,288.96
	473	267	7.19	2,556,077.28

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	8/2023	1,740,486.95
999	POOLED CASH FUND	9/2023	815,590.33
			2,556,077.28

CITY OF MARSHALL, MINNESOTA
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
 9/12/2023

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	3,039,722.04	2,661,221.96	66,794.00			11,822.00	-	100.00%
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction Duininck, Inc	1,142,009.72	27,473.66	1,169,483.38			1,068,756.45	42,723.29		11,227.07	46,776.57	96.00%
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements Duininck, Inc	480,250.35	15,028.32	495,278.67			376,682.76	118,595.91		-	-	100.00%
ST-001	101-43300-53425	2/28/2023	Chip Seals Allied Blacktop Company	165,497.40	2,520.60	168,018.00					159,617.10	8,400.90	(0.00)	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				23,472.60	583,694.33	31,956.15	120,902.65	84.09%
ST-008	401-43300-55170	3/14/2023	Channel Parkway Pavement Replacement Duininck, Inc	1,374,151.96		1,374,151.96							1,374,151.96	0.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction R & G Construction Co.	3,845,497.31	10,979.95	3,856,477.26				1,301,235.06	489,208.68	94,233.88	1,971,799.64	48.87%
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					229,367.41	12,071.97	473,085.10	33.79%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field Doom & Cuyper's Construction, Inc.	171,642.00		171,642.00							171,642.00	0.00%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat City Staff - Street/Airport	75,000.00		75,000.00					51,540.63		23,459.37	68.72%
ST-032	481-43300-53425	7/11/2023	L2,BLK1, Schwans Corp I Addition Prkng Lot Improv D & G Excavating, Inc.	221,243.20	1,787.55	223,030.75						214,500.27	11,289.49	101.24%
				14,097,231.74	689,960.49	14,787,192.23	3,039,722.04	2,661,221.96	1,563,773.84		1,676,387.79	181,001.46	4,179,058.28	

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Adoption of Ordinance Section 18-2 Key Box
Background Information:	<p>This new section is adding requirements for installation of key boxes (generally known by its most common brand name Knox Box) on most commercial buildings. These boxes contain keys and documentation that may be vital for the fire department or police in case of fire or other emergencies, as it will facilitate quick and easy access to buildings and orientation within the building after gaining access. Currently, the fire department is sometimes forced to break the front door or window in order to enter the building in cases of fire alarms, for example, so this regulation may be beneficial to the property owners as well.</p> <p>At its meeting on August 8, 2023, L & O recommended approval of the new section 18-2 Key Box. It was introduced at the August 22, 2023, Council meeting.</p>
Fiscal Impact:	None.
Alternative/ Variations:	None recommended.
Recommendations:	Staff recommends adoption of Ordinance 23-021, which is the Ordinance Amending Marshall City Code of Ordinances Chapter 18 by adding the new Section 18-2, that will require key boxes for most commercial buildings.

ORDINANCE 23-021

**ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES
CHAPTER 18**

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

Section 1: City Code of Ordinances, Chapter 18 Buildings and Building Regulations, Article 18-I In General, is hereby amended by adding Section 18-2 as follows:

**MARSHALL CITY CODE OF ORDINANCES
CHAPTER 18 BUILDINGS AND BUILDING REGULATIONS
ARTICLE 18-I IN GENERAL**

Section 18-2 Required Key Box.

- (a) The following structures shall be equipped with a key box (also called “lock box” or “Knox box”):
- (1) Commercial or industrial buildings protected by an automatic alarm system or automatic fire suppression system.
 - (2) Multi-family residential buildings that have restricted access through locked doors and have a common corridor for access to the living units.
 - (3) All governmental buildings, hospitals, and nursing care facilities.
 - (4) All commercial or industrial structures that have an alarm system designed to monitor security or fire status that results in an alert that is audible or transmitted to a central monitoring location or that is designed with heightened security or access limitations that preclude, or may interfere with, ready access to the interior of the building by emergency personnel.
 - (5) Any building whose owner doesn’t want it to be broken into in case of emergency.
- (b) The above structures shall be equipped with a key box at the following times:
- (1) All newly constructed structures subject to this section shall have a key box installed and operational prior to the issuance of occupancy permit.
 - (2) All structures subject to this section that undergo additions, remodeling, upgrades, repairs or change of occupancy requiring a building permit shall have a key box installed at the time of construction.
 - (3) All commercial and industrial structures protected by an automatic fire suppression system in existence on the effective date of this section shall install a key box within one year from the effective date of this section.
- (c) The key box shall be installed at the front of the building near the main entrance in a conspicuous and easily accessible location at a height of a minimum of 60 inches and not to exceed 72 inches, or another location determined by the Fire Chief. In multi-tenant building, a separate key box shall be installed near each tenant’s main entrance at locations as described above.
- (d) The Fire Chief may designate the type of key box system to be implemented within the city and shall have the authority to require all structures to use the designated system.
- (e) The required key box shall contain the following:
- (1) Main entry key(s) that will allow for access to the building.
 - (2) Keys to all secured interior accessed tenant spaces.
 - (3) Keys to the following rooms: all locked mechanical and electrical rooms, sprinkler system room, elevator control room, and other similar spaces; all keys shall be clearly identified.
 - a. Mechanical and electrical rooms.
 - b. Sprinkler system rooms and booster pump rooms.

- c. Elevator control rooms.
 - d. Roof access panels and stairs.
 - e. Security gates.
 - f. All provided keys shall be clearly labeled and identified.
- (4) Special keys or other controls for fire alarm panels, sub-panels, pull stations reset, etc.
- (5) Building plans or legible sketches showing the following:
- a. Location and designation of all rooms in the building.
 - b. All exits, including stairs and corridors.
 - c. Fire alarm panel and sub-panel locations.
 - d. Roof access.
 - e. Main sprinkler riser and controls.
 - f. Fire department connection location.
 - g. Gas meter location.
 - h. Accessible units locations
 - i. All access codes/cards for entry if equipped with electronic locks.
- (6) Building owner's or operator's emergency contact information
- a. Owner's information and phone number.
 - b. Property manager and maintenance employees' information and phone numbers.
 - c. Monitoring company information and phone number.
 - d. Alarm panel ID and security code.
 - e. Sprinkler service company information and phone number.
- (f) It shall be the responsibility of the building owner or operator to ensure that if keys, access codes or information stored in the key box become obsolete, they are replaced and that the Fire Chief is notified within 24 hours of the change.

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

Passed and adopted by the Common Council this 12th day of September, 2023.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Ordinance Introduced on: August 22, 2023

Final Passage on: September 12, 2023

Summary Ordinance Published in the Marshall Independent:

Presenter:	Jason Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	NEW BUSINESS
Type:	INFO/ACTION
Subject:	Update on the Wastewater Facility NPDES Draft Permit and Chloride Reduction Grant
Background Information:	<p>NPDES Permit: The Wastewater Facility has been operating under an expired NPDES permit since 2019 while awaiting reissuance of a new permit from the Minnesota Pollution Control Agency (MPCA). On 4/1/2022, we received our New Limits Notification letter from the MPCA which outlined new discharge requirements.</p> <p>Since receiving the new limit notification letter, city staff has partnered with Bolton & Menk and Flaherty & Hood (through the Minnesota Environmental Science and Economic Review Board—MESERB) to hold discussions with the MPCA regarding our new permit limits. City and Bolton & Menk staff have met multiple times with the MPCA to discuss the new limits and our ability to reasonably comply with the requirements of the limits.</p> <p>On September 1st we received our draft permit and have until October 2nd to make any comments to the MPCA prior to it being released for the 60-day public review period. City and Bolton & Menk staff are working on reviewing the draft permit to identify any issues prior to replying to the MPCA.</p> <p>Chloride Reduction Grant: The City of Marshall partnered with Bolton & Menk, Inc. and received a MPCA grant to provide free water softener setting adjustments (also known as optimization for salt use). The grant also provides up to \$700 rebates for upgrading old and inefficient softeners to a new more efficient water softeners. The program started on 7/5/2022 and runs through 4/30/2024. To increase participation city staff has worked with Bolton & Menk and the MPCA to open the rebate program to more city residents and businesses.</p> <p>Scott Truedson, Wastewater Superintendent, has prepared a PowerPoint presentation to review the progress of the draft permit and modifications to the chloride reduction grant for water softeners. The purpose of the presentation is to update the City Council on the status of our efforts up to this date and our proposed path moving forward.</p>
Fiscal Impact:	
Alternative/Variations:	No alternative actions recommended.
Recommendations:	that the Council authorizes City staff to modify the water softener rebate program to encourage more participation.

WWTF MPCA Permit Update

September 12th, 2023



Permit Renewal

- * On April 1, 2022, the City received its New Limits Notification letter from the MPCA.
- * Since then, the City has had several meetings with the MPCA, Minnesota Environmental Science and Economic Review Board (MESERB) attorneys, and consultants at Bolton & Menk to address the issues with the proposed limits and testing requirements.

What Stage Is The City's Permit At?

- * Right now, the City has received a draft version of the new NPDES permit.
- * We have a 30-day pre-public review period to send the MPCA any comments.
- * The EPA could still deny the chloride variance and, if so, would cause the draft permit to be changed prior to the 60-day public review period.

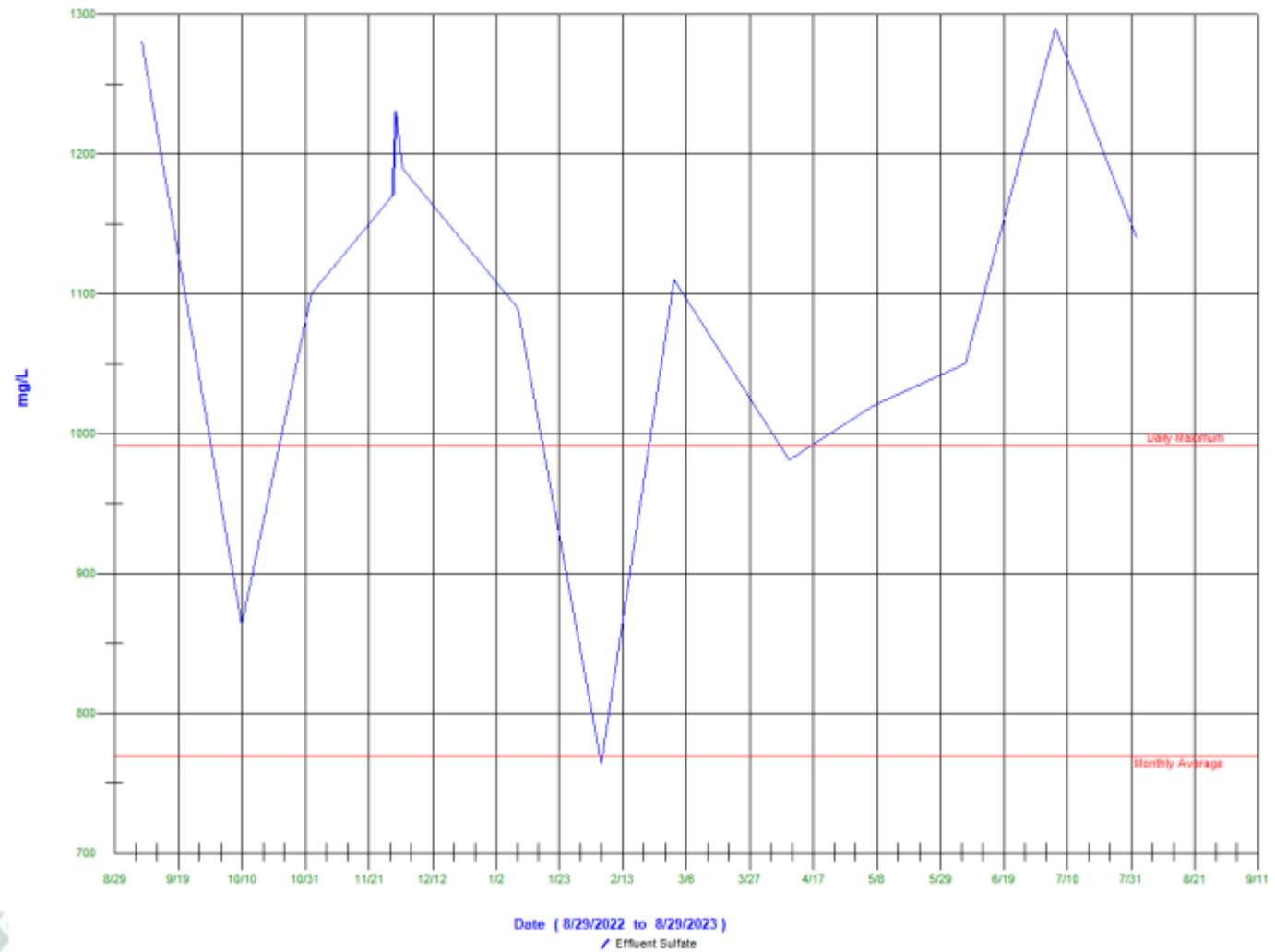
Permit Renewal Issues

- * Copper No issues meeting this limit
- * Total Dissolved Solids The MPCA has withdrawn this limit
- * Sulfate
- * Phosphorus
- * Chloride

Sulfate

- * The new limit will be 769 mg/L monthly average with a 991 mg/L daily maximum.
- * Sulfates in ground water in the area are high.
- * Marshall's drinking water can occasionally exceed the 769 mg/l sulfate limit.
- * Industry in Marshall adds to our sulfate levels in wastewater.

Sulfate Concentration (mg/L)



Item 9.

Sulfate Compliance

- * Source reduction is the only way to meet the limit at the WWTF.
- * The City asked the MPCA for, and was granted, a 15-year Schedule of Compliance (SOC) along with flexibility to modify the final limit if, after 15 years, the MPCA's sulfate standard has been changed.
- * Annual requirements will include collecting monitoring data, working with local industries to reduce loadings, identify sources, & propose source reduction plans.
- * In addition, annual reports will need to be submitted to the MPCA.

Phosphorus

- * A new more stringent limit will need to be reached June through September when phosphorus can have a larger negative impact on the Redwood River.
- * Currently the City can just meet the proposed limit with no margin for mechanical/biological failure as we rely on a single phosphorus removal system.

Phosphorus Compliance

- * The City requested, and was granted, a 10-year SOC from the MPCA to provide more time to identify WWTF process improvements to ensure consistent compliance with the new limit.
- * As with sulfates the City will have annual requirements during the 10-year SOC.
- * The effluent filters that were installed in 2002 will need to be replaced to meet the more stringent phosphorus limits.

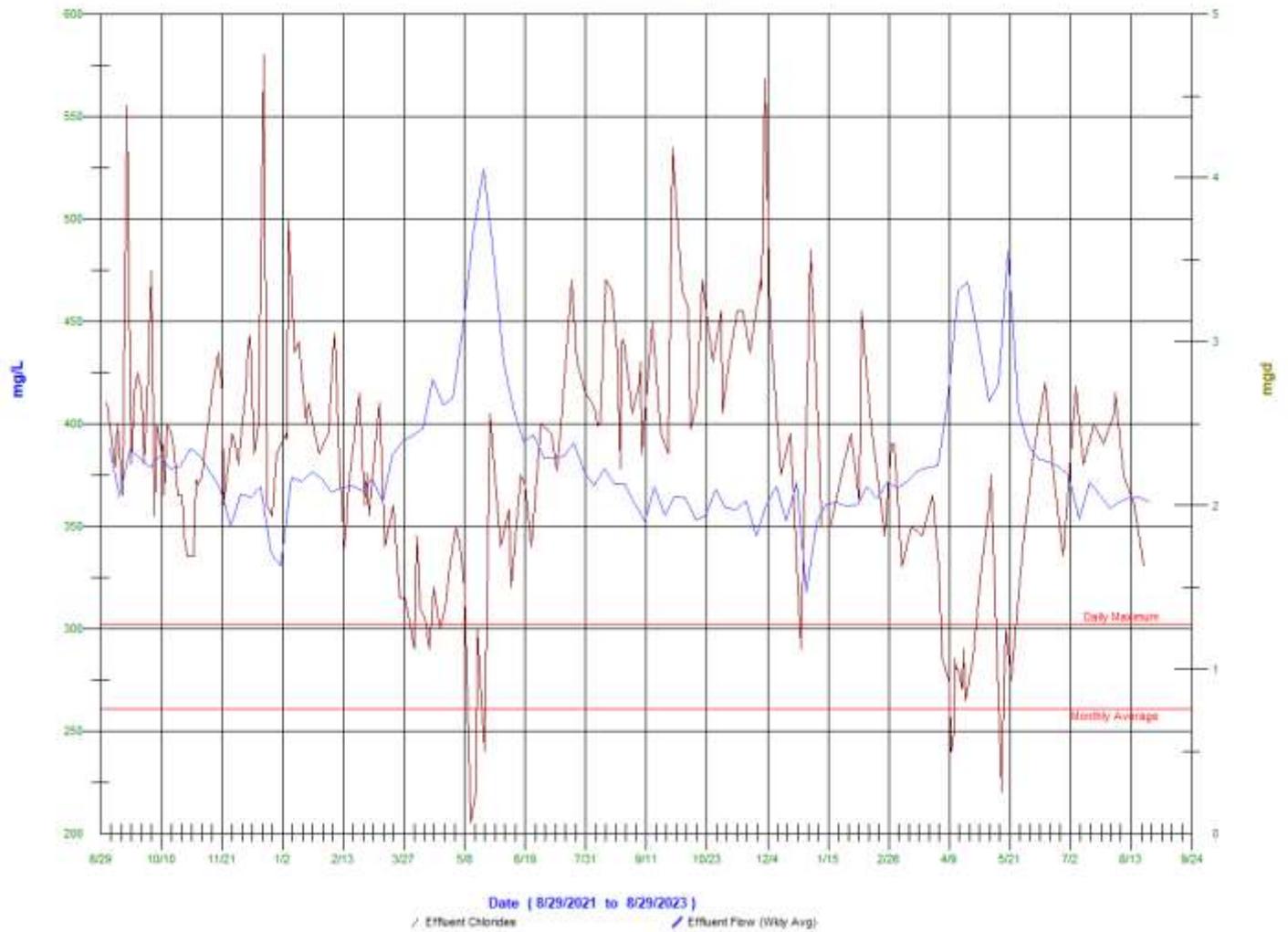
Phosphorus Compliance (continued)

- * Staying with chemical treatment or switching to biological phosphorus removal will need to be evaluated.
- * Bolton & Menk will be doing a facility plan in 2024.
- * This study, along with the rate study, will provide the City with a “road map” to final permit compliance.

Chlorides

- * The concentration limit is 261 mg/l monthly average with a 302 mg/l daily maximum.
- * Because the 261 mg/L limit is a concentration limit, not a mass loading limit, lower than normal flows (dry years) drive the concentration levels higher pushing the City out of compliance.

Flow and Chlorides (mg/L)



Item 9.

Chlorides (continued)

- * The limits will become enforceable on April 1st, 2024.
- * The City has applied for a 10-year chloride variance to allow us time to meet the limits.
- * While the MPCA has agreed to the 10-year variance the EPA also has to approve the extension of time.
- * The City needs the new permit to be in place prior to the April 1st, 2024, chloride limit taking effect, or the City would be in violation of it's current permit.

Chloride Compliance

- * If more residents and businesses don't comply with softener optimizations, replacements, or removals City government will need to step in, or the City will be in non-compliance with the permit and face fines.
- * If the EPA approves the City's chloride variance this will happen in 10 years.
- * If variance is not approved this will happen April 1st of 2024.

Chloride Compliance (continued)

- * The City will have to continue to work with local industries to reduce chlorides.
- * The promoting of the chloride reduction grant to optimize, replace, or remove water softeners will need to be continued.
- * Benchmark goals will need to be met throughout the variance.
- * In addition, annual reports will need to be submitted to the MPCA.

Water Softener Rebate Program

- * Local water softening companies have done a great job!
- * The City continues to use social media, radio, and printed ads to get the message out.
- * City staff has mailed flyers, made phone calls, sent emails, and have done in person visits with some success.

Water Softener Rebate Program

- * The city still has around \$50,000 of the original \$100,000 grant funds available.
- * The deadline to apply for the grant funded program is April 30th of 2024.
- * City staff recommends continuing the program past the grant time frame with \$40,000 annually funded by wastewater's enterprise fund.

Water Softener Rebate Program

- * To increase participation staff has worked with Bolton & Menk and the MPCA to allow opening the program up to residential do-it-yourself (DIY) installations for \$500 rebates.
- * Also offering \$500 rebates for removing and going without a water softener. This option would be for residents & businesses.

Water Softener Rebate Program Lessons Learned

- * The easy work has been done. Early adopters have already taken advantage of the salt savings by optimizing, replacing, or by simply discontinuing using their water softener.
- * Some residents, businesses, and organizations refuse to optimize or replace outdated equipment even after being shown the potential savings.
- * Some larger commercial systems are expensive to replace even when considering the savings.
- * Some residents just don't want to change.

Chloride Compliance Options

- * Set a deadline to have water softener optimized, replaced, or prove that you don't use a softener.
- * Once the deadline has passed, add a monthly surcharge to utility bills until residents/businesses prove that they are complying.
- * Industries would also have to comply; this would be done via the Significant Industrial User (SIU) agreements they have with the City.
- * Full ban of all salt-based water softeners in Marshall.

Questions?

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-001-2023: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 2 (Final) and Acknowledgement of Final Pay Request (No. 2)
Background Information:	<p>The items on Change Order No. 2 (Final) for the above-referenced project are the result of final measurements and changes in item quantities during construction.</p> <p>All work has been completed in accordance with the specifications.</p>
Fiscal Impact:	Change Order No. 2 (Final) results in a contract decrease in the amount of (\$59,932.65) and a total contract amount of \$168,018.00. The original contract/low bid amount was \$225,430.05. The difference between the final contract amount and the original contract/low bid amount is (\$57,412.05). The actual authorized contract amount by the City Council at their meeting on February 28, 2023, was for an amount not-to-exceed the 2023 budgeted amount of \$170,000.00.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that Council approve Change Order No. 2 (Final) with Allied Blacktop Company of Maple Grove, Minnesota, resulting in a net original contract decrease in the amount of (\$59,932.65) and acknowledgement of Final Pay Request (No. 2) in the amount of \$8,400.90 for the above-referenced project.



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	2
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Project Location	Bituminous Chip Seal – Various Locations				
Local Agency	City of Marshall Public Works	Local Project No.	ST-001-2023		
Contractor	Allied Blacktop Company	Contract No.	ST-001-2023		
Address/City/State/Zip	10503 89th Avenue North / Maple Grove / MN / 55369				
Total Change Order Amount \$	(\$59,932.65)				

Final Reconciling Change Order

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)					
Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
2356.606	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$4.65	-9486	(\$44,109.90)
2356.609 /00020	SEAL COAT AGGREGATE (FA-2)	TON	\$54.75	-289	(\$15,822.75)
Net Change this Change Order					(\$59,932.65)

Due to this change, the contract time: (check one)	
<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: *9/1/2023*

Print Name: *Eric Hanson* Phone: *507-537-6774*

Approved by Contractor: *[Signature]* Date: *9/5/23*
Signature

Print Name: *Brent Capistrant*

Contract Number: ST-001-2023
Pay Request Number: 2

Project Number	Project Description
ST-001-2023	2023 BITUMINOUS CHIP SEALING PROJECT

Contractor: Allied Blacktop Company 10503 89th Avenue North Maple Grove, MN 55369	Vendor Number: N/A Up To Date: 09/01/2023
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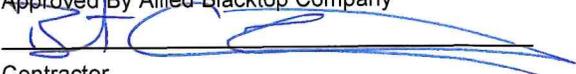
Contract Amount		Funds Encumbered	
Original Contract	\$225,430.05	Original	\$225,430.05
Contract Changes	(\$57,412.05)	Additional	(\$57,412.05)
Revised Contract	\$168,018.00	Total	\$168,018.00

Work Certified To Date	
Base Bid Items	\$165,497.40
Contract Changes	\$2,520.60
Material On Hand	\$0.00
Total	\$168,018.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$168,018.00	\$0.00	\$159,617.10	\$8,400.90	\$168,018.00
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
09/01/2023
Date

Approved By Allied Blacktop Company

Contractor
9-5-23
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-08-29	\$168,018.00	\$8,400.90	\$159,617.10
2	2023-09-01	\$0.00	(\$8,400.90)	\$8,400.90

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
Street		\$168,018.00	\$0.00	\$159,617.10	\$8,400.90	\$168,018.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
101	Local / Other[1]	\$8,400.90	\$168,018.00	\$168,018.00	\$168,018.00

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	1	2356.606	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	\$4.65	25206	0	\$0.00	25206	\$117,207.90
Base Bid	2	2356.609/00020	SEAL COAT AGGREGATE (FA-2)	TON	\$54.75	882	0	\$0.00	882	\$48,289.50
Base Bid Totals:								\$0.00		\$165,497.40

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
ST-001-2023	Base	\$0.00	\$165,497.40

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-001-2023	CO13		2356.606 BITUMINOUS MATERIAL FOR SEAL COAT (GAL)	\$0.10	25206	\$2,520.60	ITM	\$0.00	\$0.00	25206	\$2,520.60
ST-001-2023	CO21		2356.606 BITUMINOUS MATERIAL FOR SEAL COAT (GAL)	\$4.65	-9486	(\$44,109.90)	ADJ				
ST-001-2023	CO22		2356.609/00020 SEAL COAT AGGREGATE (FA-2) (TON)	\$54.75	-289	(\$15,822.75)	ADJ				
Contract Change Totals:									\$0.00		\$2,520.60

Contract Change Totals			
Number	Description	Effective Date	Amount
1	This Change Order is a unit price increase of \$0.10 per gallon for the "Bituminous Material for Seal Coat" bid item. The price adjustment was agreed to by the City of Marshall and Allied Blacktop due to the reduction in overall quantity.	08/22/2023	\$2,520.60
2	Final Reconciling Change Order	09/01/2023	(\$59,932.65)

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$168,018.00		
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Presenter:	Jason Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-032: Lot 2, Block 1, Schwan's Corp I Addition Parking Lot Improvements Project (Ralco) – Change Order No. 3 (Final) and Acknowledgement of Final Pay Request (No. 2)
Background Information:	<p>This project consisted of: the installation of a new 6” concrete pavement surface over the existing, in-place, aggregate base section. To accommodate the new pavement surface, the existing bituminous pavement surface was removed and the spot-removal of existing curb and gutter was completed as needed to ensure positive drainage. The existing curb and gutter and drainage structures remain in-place to the maximum extent practicable. Additional aggregate was added to the in-place aggregate base section as needed to ensure proper grade on the new parking lot surface. Additional curb and gutter and concrete sidewalk replacement was completed as needed on the southeast side of the parking lot area to provide better definition between the parking and walking areas, and to promote positive drainage.</p> <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> <p>All work has been completed in accordance with the specifications. Attached is a copy of Final Pay Request (No. 2) in the amount of \$13,311.49.</p>
Fiscal Impact:	Change Order No. 3 (Final) results in a contract increase in the amount of \$4,134.01 and the final contract amount was \$227,811.76. The original contract amount was \$221,243.20. The difference between the final contract amount and the original contract amount is \$6,568.56 which equates to a 2.97% contract overrun. This amount fits within the Council-approved 5% project contingency for these types of projects.
Alternative/ Variations:	No alternative recommended.
Recommendations:	that the Council approve Change Order No. 3 (Final), resulting in a contract increase in the amount of \$4,134.01 and acknowledge Final Pay Request (No. 2) in the amount of \$13,311.49 for the above-referenced project to D&G Excavating, Inc. of Marshall, Minnesota, contingent upon receipt of final closeout documents.



SP/SAP(s)		MN Project No.:	N/A	Change Order No.	3
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Project Location	WEST COLLEGE DRIVE PARKING LOT RECONSTRUCTION Lot 2 Block 1 Schwan's Corp Addition, Parking Lot is Located at the intersection of West College Drive & Marvin Schwan Memorial Drive SECTION 4 T111N, R41W				
Local Agency	City of Marshall Public Works	Local Project No.	ST-032		
Contractor	D & G Excavating, Inc.	Contract No.	ST-032		
Address/City/State/Zip	2334 County Road 30 / Marshall / MN / 56258				
Total Change Order Amount \$	\$4,134.01				

Final Reconciling Change Order #3

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 CURB AND GUTTER	LIN FT	\$15.00	-8.7	(\$130.50)
2211.607	AGGREGATE BASE (CV) CLASS 5	CY YD	\$50.00	192.42	\$9,621.00
2301.501	CONCRETE PUMPING TRUCK	L S	\$4,000.00	-1	(\$4,000.00)
2506.502	ADJUST FRAME & RING CASTING	EACH	\$500.00	-1	(\$500.00)
2521.518	4" CONCRETE WALK	SF	\$10.00	-13.88	(\$138.80)
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LF	\$43.00	-14.52	(\$624.36)
2531.507/001	6" CONCRETE PARKING LOT PAVEMENT	SY	\$61.00	-1.53	(\$93.33)
Net Change this Change Order					\$4,134.01

Due to this change, the contract time: <i>(check one)</i>	
<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: *Kristin Gruhot* Date: *9/6/2023*
 Signature
 Print Name: *Kristin Gruhot*

Contract Number: ST-032
Pay Request Number: 2

Project Number	Project Description
ST-032	West College Drive Parking Lot Reconstruction Lot 2 Block 1 Schwan's Corp Addition. Remove bituminous surfacing shape gravel and install 6" concrete.

Contractor: D & G Excavating, Inc. 2334 County Road 30 Marshall, MN 56258	Vendor Number: 01-0934 Up To Date: 09/06/2023
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Contract Amount		Funds Encumbered	
Original Contract	\$221,243.20	Original	\$221,243.20
Contract Changes	\$6,568.56	Additional	\$6,568.56
Revised Contract	\$227,811.76	Total	\$227,811.76

Work Certified To Date	
Base Bid Items	\$225,377.21
Contract Changes	\$2,434.55
Material On Hand	\$0.00
Total	\$227,811.76

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$2,022.00	\$227,811.76	\$0.00	\$214,500.27	\$13,311.49	\$227,811.76
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
09/06/2023
Date

Approved By D & G Excavating, Inc.


Signature
9/6/2023
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2023-08-22	\$225,789.76	\$11,289.49	\$214,500.27
2	2023-09-06	\$2,022.00	(\$11,289.49)	\$13,311.49

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
Street		\$227,811.76	\$0.00	\$214,500.27	\$13,311.49	\$227,811.76

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Local / Other[1]	\$13,311.49	\$227,811.76	\$227,811.76	\$227,811.76

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	1	2021.501	MOBILIZATION	LUMP SUM	\$10,000.00	1	0	\$0.00	1	\$10,000.00
Base Bid	2	2104.503	REMOVE CURB AND GUTTER	LIN FT	\$15.00	61.3	0	\$0.00	61.3	\$919.50
Base Bid	3	2104.504	REMOVE BITUMINOUS SURFACING	S Y	\$4.00	1640	0	\$0.00	1640	\$6,560.00
Base Bid	4	2104.518	REMOVE SIDEWALK	S F	\$4.00	575	0	\$0.00	575	\$2,300.00
Base Bid	5	2105.601	SITE GRADING	LUMP SUM	\$12,000.00	1	0	\$0.00	1	\$12,000.00
Base Bid	6	2211.607	AGGREGATE BASE (CV) CLASS 5	CY YD	\$50.00	242.42	0	\$0.00	242.42	\$12,121.00
Base Bid	7	2301.501	CONCRETE PUMPING TRUCK	L S	\$4,000.00	0	0	\$0.00	0	\$0.00
Base Bid	8	2506.502	ADJUST FRAME & RING CASTING	EACH	\$500.00	2	0	\$0.00	2	\$1,000.00
Base Bid	9	2521.518	4" CONCRETE WALK	SF	\$10.00	561.12	0	\$0.00	561.12	\$5,611.20
Base Bid	10	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LF	\$43.00	185.48	0	\$0.00	185.48	\$7,975.64
Base Bid	11	2531.507/0061	4" CONCRETE PARKING LOT PAVEMENT	SY	\$61.00	2610.47	0	\$0.00	2610.47	\$159,238.67
Base Bid	12	2563.601	TRAFFIC CONTROL	LUMP SUM	\$500.00	1	0	\$0.00	1	\$500.00
Base Bid	13	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$750.00	1	0	\$0.00	1	\$750.00
Base Bid	14	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$350.00	3	0	\$0.00	3	\$1,050.00
Base Bid	15	2573.540	FILTER LOG TYPE STRAW BIOROLL	LIN FT	\$10.00	150	0	\$0.00	150	\$1,500.00

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	16	2574.507	BOULEVARD TOPSOIL BORROW	C Y	\$50.00	20	20	\$1,000.00	20	\$1,000.00
Base Bid	17	2575.602	SITE RESTORATION	EACH	\$1,500.00	1	0.25	\$375.00	1	\$1,500.00
Base Bid	18	2582.503	4" SOLID LINE PAINT	L F	\$0.80	1554	0	\$0.00	1554	\$1,243.20
Base Bid	19	2582.518	PAVEMENT MESSAGE PAINT	SQ FT	\$2.00	54	0	\$0.00	54	\$108.00
Base Bid Totals:								\$1,375.00		\$225,377.21

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
ST-032	Base	\$1,375.00	\$225,377.21

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-032	CO1	20	2105.507 SUBGRADE EXCAVATION (CU YD)	\$15.00	119.17	\$1,787.55	ITM	\$0.00	\$0.00	119.17	\$1,787.55
ST-032	CO2	21	2540.601/000851 MISCELLANEOUS WORK (LUMP SUM)	\$647.00	1	\$647.00	ITM	\$1.00	\$647.00	1	\$647.00
ST-032	CO3	2	2104.503 REMOVE CURB AND GUTTER (LIN FT)	\$15.00	-8.7	(\$130.50)	ADJ				
ST-032	CO3	6	2211.607 AGGREGATE BASE (CV) CLASS 5 (CY YD)	\$50.00	192.42	\$9,621.00	ADJ				
ST-032	CO3	7	2301.501 CONCRETE PUMPING TRUCK (L S)	\$4,000.00	-1	(\$4,000.00)	ADJ				
ST-032	CO3	8	2506.502 ADJUST FRAME & RING CASTING (EACH)	\$500.00	-1	(\$500.00)	ADJ				
ST-032	CO3	9	2521.518 4" CONCRETE WALK (SF)	\$10.00	-13.88	(\$138.80)	ADJ				
ST-032	CO3	10	2531.503 CONCRETE CURB AND GUTTER DESIGN B618 (LF)	\$43.00	-14.52	(\$624.36)	ADJ				
ST-032	CO3	11	2531.507/001 6" CONCRETE PARKING LOT PAVEMENT (SY)	\$61.00	-1.53	(\$93.33)	ADJ				
Contract Change Totals:									\$647.00		\$2,434.55

Contract Change Totals			
Number	Description	Effective Date	Amount
1	During preparation of the subgrade some soft spots were encountered the first spots were not bad and only needed six inches of core out that was replaced with Class 5, the second day a larger spot was encountered that	08/15/2023	\$1,787.55

	<p>required a core out of one foot and backfilled with Class 5. It was discussed and agreed to in the field to overrun the Class 5 bid items and pay for the core out with a change order by the cubic yard.</p> <p>Prior to the placing concrete the contractor and the City came to an agreement to place expansion material around the perimeter of the parking lot, the city will pay invoice price for the materials.</p>		
2	<p>Change Order #2 covers the invoice price for expansion material used in the parking lot between the curb and the new concrete paving. It was agreed upon in the field that the City would pay the invoice price for the expansion material once an invoice from the supplier was submitted. Action Company invoiced Hisken Construction \$647.00 for 600LF of expansion material, that breaks down to approximately \$1.08 per LF.</p>	09/06/2023	\$647.00
3	Final Reconciling Change Order #3	09/06/2023	\$4,134.01

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total	\$227,811.76
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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Presenter:	Jason Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-015: MnDOT 2025 College Drive Reconstruction Project - Consider Amendment Number 1 to the Proposal from SRF Consulting Group, Inc. for Design of City Utilities
Background Information:	<p>Attached is Amendment Number 1 Proposal from SRF Consulting Group, Inc. (SRF) for professional services for the design of watermain and sanitary sewer relocations along TH 19 (College Drive). The original proposal was approved by City Council on February 8, 2022 as attached.</p> <p>The original scope of work included the design of 3,600 feet of sanitary sewer replacement/relocation and 2,800 feet of watermain replacement/relocation. Per SRF, as the project has progressed, SRF has been asked to include additional lengths of sanitary sewer and watermain to the project and additional services as follows:</p> <ul style="list-style-type: none"> • Provide design services and permitting as outlined in the original scope of work for an additional length of approximately 1,535 feet of sanitary sewer (an increase of 55%). • Provide design services and permitting as outlined in the original scope of work for an additional 3,310 feet of water main (an increase of 92%). • Relocate the proposed location of the new watermain from the north side to the south side of College Drive.
Fiscal Impact:	The Amendment Number 1 Proposal is for services as described for a not-to-exceed amount of \$35,108. This amount combined with the original not-to-exceed amount of \$62,598, results in a contract maximum not-to-exceed \$97,706. At this point in time, we estimate water and sanitary sewer costs at roughly \$2.3M for this project.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council authorize execution of the attached SRF “Amendment Number 1 Proposal for Professional Services for Watermain and Sanitary Relocation Design” associated with MnDOT’s 2025 College Drive Reconstruction Project for a not-to-exceed amount of \$35,108 for Amendment Number 1 and a contract maximum not-to-exceed \$97,706.



August 25, 2023

Jason Anderson, PE
Director of Public Works/City Engineer
City of Marshall
344 W. Main Street
Marshall, MN 56258

Subject: Amendment Number 1 Proposal for Professional Services for Water Main and Sanitary Sewer Relocation Design Associated with TH 19 reconstruction project

Dear Jason Anderson:

This Amendment Number 1 (the “Amendment”) is issued under Professional Services Agreement entered in February 8, 2022, by and between the City of Marshall and SRF Consulting Group, Inc. The original scope of work included the design of 3,600 feet of sanitary sewer replacement/relocation and 2,800 feet of water main replacement/relocation. As the project has progressed, SRF has been asked to include additional lengths of sanitary sewer and water main to the project. An additional length of approximately 1,535 feet of sanitary sewer and approximately 3,310 feet of water main have been added to the project. This additional length of pipe will require additional design time from SRF.

Additional Services

The Services to be performed by SRF under this Amendment (“Additional Services”) are set forth below and are incorporated into the Original Agreement.

- Provide design services and permitting as outlined in our original scope of work for an additional 1,535 feet of sanitary sewer (an increase of 55%).
- Provide design services and permitting as outlined in our original scope of work for an additional 3,310 feet of water main (an increase of 92%).
- Relocate the proposed location of the new water main from the north side to the south side of College Drive.

Additional Costs

The Services performed by SRF under this Amendment shall not exceed \$35,108, including the project costs, subcontractor fees, and reimbursable expenses (the “Amendment Maximum”) in accordance with the rates provided in the Fee Schedule Attached as Attachment B-1.

Notwithstanding any provision to the contrary, the total compensation payable to SRF for all services and expenses under this Agreement shall not exceed \$97,706 (the “Contract Maximum”).

www.srfconsulting.com

3701 Wayzata Boulevard, Suite 100 | Minneapolis, MN 55416-3791 | 763.475.0010
Equal Employment Opportunity / Affirmative Action Employer

Standard Terms and Conditions

The Original Agreement and any previous amendments are incorporated into this Amendment by reference. Except as amended herein, the Terms and Conditions of the Original Agreement and any previous amendments remain in full force and effect.

Acceptance/Notice to Proceed

A signed copy of this amendment proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is maaron@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to continuing to work with you on this project. Please contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Michael C. Aaron, PE (MN), LEED AP
Project Manager

MCA/MRT/as

Attachment B-1: Scope of Additional Services



Michael R. Turner, PE (MN, SD, TX)
Project Director

Approved: City of Marshall, Minnesota

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal

pw:\srf-pw.bentley.com\srf-pw\Documents\Projects\15000\15321\Management\Contracts\15321_AmendmentRequest1.docx

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

ATTACHMENT B-1

Client: City of Marshall

Project: TH 19 Sanitary Sewer and Water Main Relocation - Amendment 1



15321'.PP

TASK NO.	SUMMARY OF TASKS
1.0	Project Management
2.0	Preliminary Design (30%)
3.0	Construction Plans (60%)
4.0	Construction Plans (90%-100%)
5.0	Permitting

Project Overview:

The City of Marshall has requested engineering services for design of additional sanitary sewer and water main replacement and/or relocation in coordination with the TH 19 reconstruction project led by MnDOT. The original work generally involves pipe and appurtenances for approximately 2,800 feet of watermain and 3,600 feet of sanitary sewer along the TH 19 corridor from Fourth Street to N Bruce Street. Additional lengths of approximately 3,310 feet of watermain and 1,535 feet of sanitary sewer main have been added to the project. The additional sanitary sewer is generally located west of Fourth Street and along Bruce Street. The additional watermain is generally located between Marlene Street and Country Club Road.

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: City of Marshall
 Project: TH 19 Sanitary Sewer and Water Main Relocation - Amendment 1



15321.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
<p>General Assumptions: City of Marshall to provide standard specifications, plates, etc. for design and construction plan guidance. All private utility coordination and GSOC data collection will be included in the MnDOT roadway scope. Hours included for additional City utility relocation are based on approximately 1,535 feet of additional sanitary sewer and approximately 3,310 feet of additional watermain. Plans include tabulations, details, and plan and profile construction information. All other related plan elements will be adopted from the MnDOT roadway plan sheets. Sanitary Sewer and Watermain design will follow Ten States Standards rules and City of Marshall Standards. Scope does not include sewer or water demand analysis or modeling and is based on replacement of like sizes with new materials. Includes special provisions for sanitary sewer and water main relocation to supplement the TH 19 project manual. Does not include (post bidding) Construction Administration. Plans to be prepared in Microstation format. Plan elements to meet City standards when possible. Duration of project expected through July of 2024. Project is bid and let with the TH 19 project.</p>										
1.0	Project Management									
<p><u>Client Deliverables:</u> Provide City staff person for regular interaction and review on design with knowledge of the area.</p>										
1.1	Project Management Team Meetings/ coordination. 1 hour virtual meetings, 1 staff, 0.5 hour prep/each.	-	-	-	-	-	-	-	0	\$0
1.2	Additional project management, coordination with design staff and billing.	14	-	-	-	-	-	-	14	\$3,038
1.3	Design coordination with City staff conducted virtually during the design process. 1 staff, 0.5 hour virtually	-	-	-	-	-	-	-	0	\$0
1.4	Additional over the shoulder QA/QC for all design work through 90%. Enhanced QA/QC performed on 100% plans.	-	-	-	-	-	-	-	14	\$2,653
1.5	Site visit.	7	7	-	-	-	-	-	0	\$0
<p><u>SRF Deliverables:</u> Meeting agendas, minutes. Invoice review, submittal.</p>										
SUBTOTAL - TASK 1		21	7	0	0	0	0	0	28	\$5,691

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: City of Marshall
 Project: TH 19 Sanitary Sewer and Water Main Relocation - Amendment 1



15321.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH. III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
2.0	Preliminary Design (30%) <u>Assumptions:</u> Private utility coordination and GSOC data collection will be included in the MnDOT roadway scope. Additional televising, manhole, service and pipe location and elevation information to be provided by the City of Marshall Additional geotechnical evaluation will not be necessary or will be provided by the City <u>Client Deliverables:</u> City of Marshall to provide any additional record drawings of City owned utilities required.									
2.1	Review additional as-built information. Update to CAD base files, if needed.	-	1	-	-	1	7	-	9	\$1,108
2.2	Evaluate additional existing and proposed conditions. Analyze constraints. Develop proposed water main and sanitary sewer design files. Draft plan sheets with proposed water main and sanitary sewer alignments for City review.	-	3	-	11	13	42	-	69	\$8,690
2.3	Evaluate additional service needs.	-	-	-	-	-	-	-	0	\$0
2.4	Estimate additional concept construction costs.	-	-	-	-	-	-	-	0	\$0
	<u>SRF Deliverables:</u> Provide linework for roadway team layouts/graphics.									
	SUBTOTAL - TASK 2	0	4	0	11	14	49	0	78	\$9,798
3.0	Construction Plans (60%) <u>Assumptions:</u> 60% plan submittal date to be included with roadway plans on a mutually agreed upon schedule. <u>Client Deliverables:</u> Prompt review and comments on draft submittals. Provide city project manger.									
3.1	Store additional CAD alignments for proposed sanitary sewer and watermain relocation with City concurrence, survey data and as built information.	-	-	-	3	3	27	-	33	\$3,987
3.2	After initial City staff review, prepare additional sewer and water main profiles, including length, size, material/class, elevations and slope.	-	2	-	-	5	32	-	39	\$4,703
3.3	Additional coordination with other design teams for utility related plan continuity.	-	-	-	-	5	3	-	8	\$986
3.4	Develop contract pay items, additional quantities and engineering cost estimate accordingly. Pay item update will utilize the MnDOT Trns*port list to the extent possible. Prepare Opinion of Probable Cost.	-	1	-	-	4	27	-	32	\$3,829
3.5	Evaluate additional staging/ temporary service requirements and connections for intervals during construction that require service interruptions. Make recommendations for providing additional temporary water service and sanitary sewer bypass pumping during construction.	-	3	-	-	5	-	-	8	\$1,121
3.6		-	-	-	-	-	-	-	0	\$0

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: City of Marshall
Project: TH 19 Sanitary Sewer and Water Main Relocation - Amendment 1



15321.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
	SRF Deliverables: 60% draft plans of sanitary sewer and water main with appurtenances.									
	SUBTOTAL - TASK 3	0	6	0	3	22	89	0	120	\$14,626

SRF Consulting Group, Inc. Client: City of Marshall Project: TH 19 Sanitary Sewer and Water Main Relocation - Amendment 1	Work Tasks and Person-Hour Estimates	 15321.PP
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TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH. III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
4.0	Construction Plans (90%-100%)									
	<u>Assumptions:</u> Scope does not include any right of way or easement documentation. 90% plan submittal date to be included with roadway plans on a mutually agreed upon schedule. 100% plan submittal date to be included with roadway plans on a mutually agreed upon schedule.									
	<u>Client Deliverables:</u> Prompt review and comments on draft submittals. Prepare any right of way or easement documentation and acquisition if necessary.									
4.1	Incorporate additional City comments from the 60% submittal plan and develop 90% plan.	-	-	-	-	2	5	-	7	\$839
4.2	Finalize additional sanitary sewer and water main relocation design after receipt of City comments.	-	-	-	-	2	5	-	7	\$839
4.3	Coordination with other design teams for additional utility related plan continuity.	-	-	-	-	2	5	-	7	\$839
4.4	Compute and finalize additional contract pay item quantities. Prepare final Opinion of Probable Cost.	-	-	-	-	2	8	-	10	\$1,190
4.5	Prepare project special provisions and other information needed for project manual.	-	-	-	-	-	-	-	0	\$0
4.6	Assist bid administration staff with responding to additional questions from contractors during bidding process. Prepare language for addendums as needed.	-	-	-	-	5	-	-	5	\$635
	<u>SRF Deliverables:</u> 90% and 100% final plans and specifications for sanitary sewer and water main relocation on TH 19.									
	SUBTOTAL - TASK 4	0	0	0	0	13	23	0	36	\$4,342
5.0	Permitting									
	<u>Assumptions:</u> Permit fees are a reimbursable expense.									
	<u>Client Deliverables:</u> Permit signatures and permit fees as required.									
5.1	Minnesota Department of Health: Prepare plan review submittal form and submit plans and specs for approval.	-	-	-	-	-	1	-	1	\$117
5.2	Minnesota Department of Transportation Permit Form 2525: Prepare plan review submittal form and submit plans and specs for approval.	-	-	-	-	-	1	-	1	\$117
5.3	MPCA design certification (sanitary sewer) if required.	-	-	-	-	-	1	-	1	\$117
	<u>SRF Deliverables:</u> Prepare and submit all necessary permits for water main and sanitary sewer construction.									

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: City of Marshall
Project: TH 19 Sanitary Sewer and Water Main Relocation - Amendment 1



15321.PP

TASK NO.	TASK DESCRIPTION		PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
	SUBTOTAL - TASK 5		0	0	0	0	0	3	0	3	\$351

SRF Consulting Group, Inc. Work Tasks and Person-Hour Estimates

Client: City of Marshall
 Project: TH 19 Sanitary Sewer and Water Main Relocation - Amendment 1



15321.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
TOTAL ESTIMATED PERSON-HOURS		21	17	0	14	49	164	0	265	
AVERAGE HOURLY BILLING RATE		\$217.00	\$162.00	\$179.00	\$149.00	\$127.00	\$117.00	\$119.00		
ESTIMATED LABOR AND OVERHEAD		\$4,557.00	\$2,754.00	\$0.00	\$2,086.00	\$6,223.00	\$19,188.00	\$0.00		\$34,808
SRF ESTIMATED DIRECT NON-SALARY EXPENSES										\$300
									SUBTOTAL: (SRF Labor and Expenses)	\$35,108
TOTAL ESTIMATED FEE										\$35,108

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	0	Miles @	\$0.585 (165 miles one-way)	\$0
SUPPLIES:					\$200
COMMUNICATIONS:	Mail, Express, Etc.				\$100
	MN Department of Health Plan Review Fee				\$0
	MPCA Sanitary Sewer Extension Permit Application Fee				\$0
	SRF EXPENSES:				\$300

SUMMARY OF COSTS:

	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS
1 Project Management	\$ 4,557	\$ 1,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,691
2 Preliminary Design (30%)	\$ -	\$ 648	\$ -	\$ 1,639	\$ 1,778	\$ 5,733	\$ -	\$ 9,798
3 Construction Plans (60%)	\$ -	\$ 972	\$ -	\$ 447	\$ 2,794	\$ 10,413	\$ -	\$ 14,626
4 Construction Plans (90%-100%)	\$ -	\$ -	\$ -	\$ -	\$ 1,651	\$ 2,691	\$ -	\$ 4,342
5 Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 351	\$ -	\$ 351
TOTALS	\$ 4,557	\$ 2,754	\$ -	\$ 2,086	\$ 6,223	\$ 19,188	\$ -	\$ 34,808

SUMMARY OF HOURS:

	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS
1 Project Management	21	7	-	-	-	-	-	28
2 Preliminary Design (30%)	-	4	-	11	14	49	-	78
3 Construction Plans (60%)	-	6	-	3	22	89	-	120
4 Construction Plans (90%-100%)	-	-	-	-	13	23	-	36
5 Permitting	-	-	-	-	-	3	-	3
TOTALS	21	17	0	14	49	164	0	265



January 12, 2022

Mr. Jessie Dehn, PE
Assistant City Engineer
City of Marshall
344 W. Main Street
Marshall, MN 56258

Subject: Proposal for Professional Services for Watermain and Sanitary Sewer Relocation Design Associated with TH 19 reconstruction project.

Dear Jessie Dehn:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services for the design of watermain and sanitary sewer relocations along Trunk Highway 19 in the City of Marshall. The design includes the relocation of approximately 2,800 feet of watermain and 3,600 feet of sanitary sewer in various segments along the proposed MnDOT TH 19 project corridor.

Scope of Services

We propose to carry out the work (“Scope of Services”), set forth in Attachment B, attached hereto and incorporated into this Agreement, including:

- Project Management
- Preliminary Design (30%)
- Construction Plans (60%)
- Construction Plans (90% - 100%)
- Permitting

Assumptions

The project will consist of designing the watermain and sanitary sewer for the segments provided by the City for consideration on January 4, 2022 and will be incorporated into the MnDOT TH 19 project documents and bid set. The City will provide any additional survey, televising, and as-built information to ascertain the existing location and conditions of the lines to be relocated and connected. Further detailed assumptions are included in the Work Tasks and Person Hour Estimates “Scope of Services” attached to this proposal.

Schedule

We will complete this work within a mutually agreed-upon time schedule. We currently understand the schedule to be begin in early 2022, and to conclude in approximately June / July of 2024 (30-month duration).

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$62,598, which includes both time and expenses. We will not exceed this amount without prior authorization. This cost is based on a preliminary estimation of the cost of watermain and sewer relocations of approximately \$1M.

Changes in Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), and Scope of Services (Attachment B), together with this proposal for professional services, constitute the entire agreement between the Client and SRF and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is mturner@srfconsulting.com.

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Jesse Dehn
City of Marshall

January 12, 2022
Page 3

Sincerely,

SRF CONSULTING GROUP, INC.



Michael R. Turner, PE (MN, SD, TX)
Principal

MRT/jwm

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Approved: City of Marshall



(signature)

Name Robert Byrnes

Title Mayor

Date 2/8/2022

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

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ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

18. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Marshall
Project: TH 19 Sanitary Sewer and Water Main Relocation



15321'.PP

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>
1.0	Project Management
2.0	Preliminary Design (30%)
3.0	Construction Plans (60%)
4.0	Construction Plans (90%-100%)
5.0	Permitting

Project Overview:

The City of Marshall has requested engineering services for design of sanitary sewer and water main replacement and/or relocation in coordination with the TH 19 reconstruction project led by MnDOT. Existing sanitary sewer and water main will be relocated to locations approximately identified by the City on January 4, 2022. The work generally involves pipe and appurtenances for approximately 2,800 feet of watermain and 3,600 feet of sanitary sewer along the TH 19 corridor between College Drive intersection to N Whitney Street. The design will be incorporated into the MnDOT Plan and Specification Documents and will not be prepared as a standalone construction document.

Engineering Services include design of utilities consistent with Marshall engineering standards and 10 States Standards for Wastewater and Water Main, bid ready certified construction plans, specifications, cost estimating and bid administration.

Project tasks and deliverables will be merged into the design, schedule and construction of the TH 19 project.

<p>SRF Consulting Group, Inc. Client: City of Marshall Project: TH 19 Sanitary Sewer and Water Main Relocation</p>	<p>Work Tasks and Person-Hour Estimates</p>	 15321.PP
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TASK NO.	TASK DESCRIPTION	PROF. VIII-VI	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
<p>General Assumptions:</p> <p>City of Marshall to provide standard specifications, plates, etc. for design and construction plan guidance. All private utility coordination and GSOC data collection will be included in the MnDOT roadway scope. Hours included for City utility relocation are based on approximately 3,600 feet of sanitary sewer and 2,800 feet of watermain. Assumes casings will be required for lateral roadway crossings and where required near retaining walls. Plans include tabulations, details, and plan and profile construction information. All other related plan elements will be adopted from the MnDOT roadway plan sheets. Sanitary Sewer and Watermain design will follow Ten States Standards rules and City of Marshall Standards. Scope does not include sewer or water demand analysis or modeling and is based on replacement of like sizes with new materials. Includes special provisions for sanitary sewer and water main relocation to supplement the TH 19 project manual. Additional survey or soil borings needed will be performed under the scope of the TH 10 and TH 23 Interchange project or provided directly by the City of Marshall. Does not include (post bidding) Construction Administration. Plans to be prepared in Microstation format. Plan elements to meet City standards when possible. Duration of project expected through July of 2024. Project is bid and let with the TH 19 project.</p>										
1.0	Project Management									
<p><u>Client Deliverables:</u> Provide City staff person for regular interaction and review on design with knowledge of the area.</p>										
1.1	Kick-off and Project Management Team Meetings/ coordination. Assumes 10-1 hour virtual meetings, 1 staff, 0.5 hour prep/each.	15	4	-	-	-	-	-	19	\$3,903
1.2	Project management, coordination with design staff and billing.	20	-	-	-	-	-	-	20	\$4,340
1.3	Design coordination with City staff conducted virtually during the design process. Assumes 10 calls, 1 staff, 0.5 hour virtually	-	5	-	-	-	-	-	5	\$810
1.4	Over the shoulder QA/QC for all design work through 90 %. Enhanced QA/QC performed on 100% plans.	10	10	-	-	-	-	-	20	\$3,790
1.5	Site visit.	10	-	-	-	-	-	-	10	\$2,170
<p><u>SRF Deliverables:</u> Meeting agendas, minutes. Invoice review, submittal.</p>										
SUBTOTAL - TASK 1		55	19	0	0	0	0	0	74	\$15,013

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Marshall
 Project: TH 19 Sanitary Sewer and Water Main Relocation



15321'.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
2.0	Preliminary Design (30%) <u>Assumptions:</u> Private utility coordination and GSOC data collection will be included in the MnDOT roadway scope. Additional televising, manhole, service and pipe location and elevation information to be provided by the City of Marshall Additional geotechnical evaluation will not be necessary or will be provided by the City <u>Client Deliverables:</u> City of Marshall to provide any additional record drawings of City owned utilities required.									
2.1	Review as-built information. Update to CAD base files, if needed.	-	1	-	-	2	10	-	13	\$1,586
2.2	Evaluate existing and proposed conditions. Analyze constraints. Develop proposed water main and sanitary sewer design files. Draft plan sheets with proposed water main and sanitary sewer alignments for City review.	-	4	-	16	20	60	-	100	\$12,592
2.3	Evaluate service needs.	-	2	-	-	4	-	-	6	\$832
2.4	Estimate concept construction costs.	-	1	-	-	2	8	-	11	\$1,352
	<u>SRF Deliverables:</u> Provide linework for roadway team layouts/graphics.									
	SUBTOTAL - TASK 2	0	8	0	16	28	78	0	130	\$16,362
3.0	Construction Plans (60%) <u>Assumptions:</u> 60% plan submittal date to be included with roadway plans on a mutually agreed upon schedule. <u>Client Deliverables:</u> Prompt review and comments on draft submittals. Provide city project manger.									
3.1	Store CAD alignments for proposed sanitary sewer and watermain relocation with City concurrence, survey data and as built information.	-	-	-	4	4	40	-	48	\$5,784
3.2	After initial City staff review, prepare sewer and water main profiles, including length, size, material/class, elevations and slope.	-	-	-	-	4	40	-	44	\$5,188
3.3	Coordination with other design teams for utility related plan continuity.	-	-	-	-	8	4	-	12	\$1,484
3.4	Develop contract pay items, quantities and engineering cost estimate accordingly. Pay item update will utilize the MnDOT Trns*port list to the extent possible. Prepare Opinion of Probable Cost.	-	-	-	-	4	38	-	42	\$4,954
3.5	Evaluate staging/ temporary service requirements and connections for intervals during construction that require service interruptions. Make recommendations for providing temporary water service and sanitary sewer bypass pumping during construction.	-	4	-	-	8	-	-	12	\$1,664
3.6	Submit draft plan to City staff for review at other intervals as needed.	-	-	-	-	-	1	-	1	\$117
	<u>SRF Deliverables:</u> 60% draft plans of sanitary sewer and water main with appurtenances.									
	SUBTOTAL - TASK 3	0	4	0	4	28	123	0	159	\$19,191

Item 12.

CONSULTING GROUP, INC.

<p>SRF Consulting Group, Inc. Client: City of Marshall Project: TH 19 Sanitary Sewer and Water Main Relocation</p>	<p>Work Tasks and Person-Hour Estimates</p>	 15321.PP
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TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
4.0	<p>Construction Plans (90%-100%) <u>Assumptions:</u> Scope does not include any right of way or easement documentation. 90% plan submittal date to be included with roadway plans on a mutually agreed upon schedule. 100% plan submittal date to be included with roadway plans on a mutually agreed upon schedule.</p> <p><u>Client Deliverables:</u> Prompt review and comments on draft submittals. Prepare any right of way or easement documentation and acquisition if necessary.</p>									
4.1	Incorporate City comments from the 60% submittal plan and develop 90% plan.	-	-	-	-	2	8	-	10	\$1,190
4.2	Finalize sanitary sewer and water main relocation design after receipt of City comments.	-	-	-	-	2	8	-	10	\$1,190
4.3	Coordination with other design teams for utility related plan continuity.	-	-	-	-	2	8	-	10	\$1,190
4.4	Compute and finalize contract pay item quantities. Prepare final Opinion of Probable Cost.	-	-	-	-	2	12	-	14	\$1,658
4.5	Prepare project special provisions and other information needed for project manual.	-	2	-	-	16	-	18	36	\$4,498
4.6	Assist bid administration staff with responding to questions from contractors during bidding process. Prepare language for addendums as needed.	-	-	-	-	8	-	-	8	\$1,016
	<p><u>SRF Deliverables:</u> 90% and 100% final plans and specifications for sanitary sewer and water main relocation on TH 19.</p> <p style="text-align: right;">SUBTOTAL - TASK 4</p>	0	2	0	0	32	36	18	88	\$10,742
5.0	<p>Permitting <u>Assumptions:</u> Permit fees are a reimbursable expense.</p> <p><u>Client Deliverables:</u> Permit signatures and permit fees as required.</p>									
5.1	Minnesota Department of Health: Prepare plan review submittal form and submit plans and specs for approval.	-	-	-	-	-	2	-	2	\$234
5.2	Minnesota Department of Transportation Permit Form 2525: Prepare plan review submittal form and submit plans and specs for approval.	-	-	-	-	-	1	-	1	\$117
5.3	MPCA design certification (sanitary sewer) if required.	-	-	-	-	-	2	-	2	\$234
	<p><u>SRF Deliverables:</u> Prepare and submit all necessary permits for water main and sanitary sewer construction.</p> <p style="text-align: right;">SUBTOTAL - TASK 5</p>	0	0	0	0	0	5	0	5	\$585

SRF Consulting Group, Inc.	Work Tasks and Person-Hour Estimates	
Client: City of Marshall		15321_PP
Project: TH 19 Sanitary Sewer and Water Main Relocation		

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS	EST. FEE
TOTAL ESTIMATED PERSON-HOURS		55	33	0	20	88	242	18	456	
AVERAGE HOURLY BILLING RATE		\$217.00	\$162.00	\$179.00	\$149.00	\$127.00	\$117.00	\$119.00		
ESTIMATED LABOR AND OVERHEAD		\$11,935.00	\$5,346.00	\$0.00	\$2,980.00	\$11,176.00	\$28,314.00	\$2,142.00		\$61,893
SRF ESTIMATED DIRECT NON-SALARY EXPENSES										\$705
SUBTOTAL: (SRF Labor and Expenses)										\$62,598
TOTAL ESTIMATED FEE										\$62,598

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	350	Miles @	\$0.585 (165 miles one-way)	\$205
	MN Department of Health Plan Review Fee				\$150
	MPCA Sanitary Sewer Extension Permit Application Fee				\$350
	SRF EXPENSES:				\$705

SUMMARY OF COSTS:

	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS
1 Project Management	\$ 11,935	\$ 3,078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,013
2 Preliminary Design (30%)	\$ -	\$ 1,296	\$ -	\$ 2,384	\$ 3,556	\$ 9,126	\$ -	\$ 16,362
3 Construction Plans (60%)	\$ -	\$ 648	\$ -	\$ 596	\$ 3,556	\$ 14,391	\$ -	\$ 19,191
4 Construction Plans (90%-100%)	\$ -	\$ 324	\$ -	\$ -	\$ 4,064	\$ 4,212	\$ 2,142	\$ 10,742
5 Permitting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 585	\$ -	\$ 585
TOTALS	\$ 11,935	\$ 5,346	\$ -	\$ 2,980	\$ 11,176	\$ 28,314	\$ 2,142	\$ 61,893

SUMMARY OF HOURS:

	PROF. VIII-VII	PROF. VI	PROF. V	TECH III	PROF. III	PROF. II	SUPPORT	TOTALS
1 Project Management	55	19	-	-	-	-	-	74
2 Preliminary Design (30%)	-	8	-	16	28	78	-	130
3 Construction Plans (60%)	-	4	-	4	28	123	-	159
4 Construction Plans (90%-100%)	-	2	-	-	32	36	18	88
5 Permitting	-	-	-	-	-	5	-	5
TOTALS	55	33	0	20	88	242	18	456

Presenter:	Jason Anderson
Meeting Date:	Tuesday, September 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project ST-032: Lot 2, Block 1, Schwan's Corp I Addition Parking Lot Improvements Project (Ralco) - Consider Resolution Adopting Assessment
Background Information:	<p>This project consisted of: the installation of a new 6" concrete pavement surface over the existing, in-place, aggregate base section. To accommodate the new pavement surface, the existing bituminous pavement surface was removed and the spot-removal of existing curb and gutter was completed as needed to ensure positive drainage. The existing curb and gutter and drainage structures remain in-place to the maximum extent practicable. Additional aggregate was added to the in-place aggregate base section as needed to ensure proper grade on the new parking lot surface. Additional curb and gutter and concrete sidewalk replacement was completed as needed on the southeast side of the parking lot area to provide better definition between the parking and walking areas, and to promote positive drainage.</p> <p>Knochenmus Enterprises had requested the repaving of the parking lot during the 2023 construction season with a six-inch concrete surface. The project is now completed and ready for assessment.</p> <p>Attached is a copy of the Lease Agreement between Knochenmus Enterprises, LLP and the City of Marshall (Office of the Lyon County Recorder Document #226952). At their meeting on May 9, 2023, Council approved the Lease Agreement for a downtown parking lot for public use. At the following meeting on May 23, 2023, Council approved the Petition and Waiver Agreement as Exhibit B to said Lease Agreement. In the Petition and Waiver Agreement, Knochenmus Enterprises, LLP has agreed to a special assessment in an amount not-to-exceed \$300,000 for this parking lot improvement.</p>
Fiscal Impact:	The concrete construction project will be 100% assessed to the owner, Knochenmus Enterprises, LLC. Per Item 6 of said Petition and Waiver Agreement, such proposed assessment in the amount of \$264,261.64 shall be payable in equal annual principal installments extending over a period of eight (8) years and shall bear interest at a rate of 5.27%.
Alternative/ Variations:	No alternative recommended.
Recommendations:	that the Council adopt RESOLUTION NUMBER 23-065, which is the "Resolution Adopting Assessment" for Project ST-032.

RESOLUTION NUMBER 23-065 _____

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant Lease Agreement dated May 9, 2023 between Knochenmus Enterprises, LLP and the City of Marshall and the Petition and Waiver Agreement dated May 23, 2023 added as Exhibit B to said Lease Agreement, the following assessment is proposed under the following project:

**PROJECT ST-032:
LOT 2, BLOCK 1, SCHWAN'S CORP I ADDITION PARKING LOT IMPROVEMENTS PROJECT**

**Parcel Number: 27-792002-0
Owner: Knochenmus Enterprises LLP
Assessment Amount: \$264,261.64**

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

1. Such proposed assessment is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such proposed assessment shall be payable in equal annual principal installments extending over a period of eight (8) years and shall bear interest at a rate of five and twenty-seven one-hundredths percent (5.27%) per year.
3. After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment to the City of Marshall, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. They may at any time thereafter, pay to the City of Marshall, the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before October 15 or interest will be charged through December 31 of the succeeding year.
5. The right to partially prepay the assessment to the City Clerk according to Ordinance No. 364, Second Series, is available.
6. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

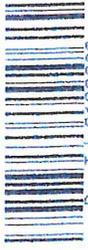
Passed and adopted by the Council this 12th day of September, 2023.

Mayor

ATTEST:

City Clerk

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



DocId:8126309
TX:4117957

5/30/2023 8:35:00 AM

LEASE AGREEMENT

This Lease Agreement (this "Agreement") is dated as of this 9th day of May, 2023, by and between Knochenmus Enterprises, LLP, a Minnesota limited liability partnership ("Landlord") and the City of Marshall, Minnesota, a Minnesota municipal corporation ("Tenant").

1. DEFINITIONS.

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

2. TERM; EARLY TERMINATION.

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

B. Termination. This Agreement shall terminate on May 9, 2053. Tenant may terminate this Agreement early by providing Landlord with notice 30 days in advance of the effective date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. DEFAULT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. GENERAL.

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

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

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

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

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

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

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

Attention: City Administrator

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

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

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

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

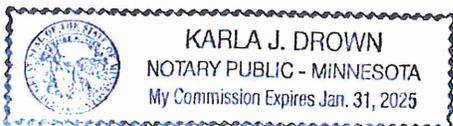
CITY OF MARSHALL

By: Robert J. Byrnes
Robert J. Byrnes
Its: Mayor

By: Steven Anderson
Steven Anderson
Its: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF LYON)

On this 9th day of May 2023, before me, a Notary Public within and for said County, personally appeared Robert J. Byrnes and Steven Anderson, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Marshall, a Minnesota municipal corporation and that they acknowledged this Lease Agreement to be the free act and deed of said city.



Karla Drown
Notary Public

KNOCHENMUS ENTERPRISES, LLP

By: [Signature]

Its: Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF Yellow Medicine

On this 25th day of May, 2023, before me, a Notary Public within and for said County, personally appeared Doug Wing to me personally known, who being by me duly sworn, did say that Doug is the partner of Knochenmus Enterprises, LLP, a Minnesota limited liability partnership, and that Doug acknowledged this Lease Agreement to be the free act and deed of said partnership.

[Signature]
Notary Public

This document drafted by:
Kennedy & Graven, Chartered (SJS)
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300



EXHIBIT A TO AGREEMENT

Depiction and Description of the Leased Premises

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

EXHIBIT B TO AGREEMENT

Form of Petition and Waiver Agreement

[to be attached]

Exhibit B

PETITION AND WAIVER AGREEMENT

This Petition and Waiver Agreement (the "Agreement") made this 23rd day of May, 2023, by and between the City of Marshall, a Minnesota municipal corporation (the "City"), and Knochenmus Enterprises, LLP, a Minnesota limited liability partnership (the "Owner").

WITNESSETH:

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

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

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

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

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

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

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

8. The covenants, waivers, and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Subject Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form that is recordable among the land records of Lyon County, Minnesota. In the event the Owner conveys all or a portion of the Subject Property, the parties agree to file a copy of this Agreement or amendment hereto in the land records of Lyon County, Minnesota prior to such conveyance, along with any apportionment between the subsequent owners of the Subject Property or any portion thereof; and they agree to make any changes to this Agreement that may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property.
9. This Agreement shall terminate upon the final payment of all special assessments levied against the Subject Property regarding the Improvement Project, and the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

KNOCHENMUS ENTERPRISES, LLP

By: [Signature]
Its: Partner

STATE OF MINNESOTA)
) ss.
COUNTY OF Yellow Medicine)

On this 25th day of May, 2023, the foregoing instrument was acknowledged before me, a Notary Public, within and for said County and State, personally appeared Doug Wing who is the partner of Knochenmus Enterprises, LLP, a Minnesota limited liability partnership, who signed the foregoing instrument and acknowledged said instrument to be the free act and deed of said partnership.

[Signature]
Notary Public

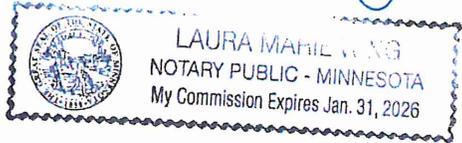


EXHIBIT A

Legal Description of the Property

223654

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

EXHIBIT B

Description of the Improvement Project

The repaving project shall consist of the following:

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

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, September 12, 2023
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Resolution Adopting Preliminary 2024 Levy
Background Information:	<p>Staff continued to review and revise the proposed budget and tax levy after the August 29th work session. The proposed property tax levy for 2024 is \$8,988,670, which is an increase of 9.9%.</p> <p>The City Council must adopt its proposed property tax levy for taxes payable year 2024 and have staff certify that amount to the home county auditor on or before October 2nd (September 30th is on a Saturday). The proposed property tax levy certified should be the taxing jurisdiction’s proposed property tax levy for all purposes, including debt service.</p> <p>The final property tax levy cannot exceed the proposed property tax levy except as a result of one or more of the allowable “add-on” levies authorized within the state.</p> <p>The City Council is required to hold a public meeting for the proposed levy and must notify the County Auditor/Treasurer of the date, location and start time so it may be included in the parcel-specific notice. The resolution also states the City will hold the truth-in-taxation meeting at 6:00 PM on Tuesday, December 5th at City Hall.</p>
Alternative/ Variations:	
Recommendations:	Approve a resolution to adopt the preliminary levy for 2024 and provide the date, location and start time of the Truth-in-Taxation meeting.

RESOLUTION NUMBER 23-064

RESOLUTION APPROVING PRELIMINARY 2024 TAX LEVY

BE IT RESOLVED by the City Council of the City of Marshall, County of Lyon, Minnesota, that the following sums of money be levied for the current year, collectable in 2024, upon the taxable property in the City of Marshall for the following purposes:

<u>Description</u>	<u>Amount (\$)</u>
General Fund (101)	\$ 6,087,767
Capital Equipment Fund (401)	300,000
Street Improvement Fund (495)	375,000
Economic Development Authority Fund (208)	173,486
Special Levy (Debt Service Funds)	
321 2010A G.O. Capital Improvement Bonds	\$ 35,542
325 2015A G.O. Capital Improvement Bonds	55,650
360 2016B G.O. Public Improvement Bonds	108,292
362 2017A G.O. Public Improvement Bonds	83,795
369 2011B G.O. Public Improvement Bonds	28,830
374 2015A G.O. Street Reconstruction Bonds	92,348
375 2018A G.O. Public Improvement Bonds	156,108
376 2016C G.O. Public Improvement Bonds	61,100
377 2017B G.O. Public Improvement Bonds	40,727
378 2020B G.O. Public Improvement Bonds	90,845
394 2020A G.O. Capital Improvement Bonds	238,841
379 2021A G.O. Public Improvement Bonds	147,703
380 2022A G.O. Public Improvement Bonds	204,161
381 2023A G.O. Public Improvement Bonds	313,475
Total Debt Service Funds	<hr/> 1,657,417
Special Levy Tax Abatement (Debt Service Funds)	
369 2011B Tax Abatement (Country Club Dr.)	\$ 60,000
376 2016C G.O. Tax Abatement (Parkway)	130,000
362 2017A G.O. Tax Abatement (Carr Estates)	40,000
378 2020B G.O. Tax Abatement (Freedom Park)	25,000
379 2021A G.O. Tax Abatement (Patriot Park)	45,000
380 2022A G.O. Tax Abatement (parking lots)	45,000
381 2023A G.O. Tax Abatement (parks and parking lot)	50,000
Total Tax Abatement Debt Service Funds	<hr/> 395,000
TOTAL LEVY	<hr/> \$ 8,988,670 <hr/>

BE IT FURTHER RESOLVED, that the public may contact the City Administrator's Office at (507) 537-6775 if they have questions related to the truth-in-taxation notice for the City of Marshall property tax levy.

BE IT FURTHER RESOLVED, that comments regarding the City of Marshall's budget and levy may be mailed to the City Administrator's Office, 344 West Main Street, Marshall, MN 56258.

BE IT FURTHER RESOLVED, that a public budget meeting shall be held on December 5, 2023 at 6:00 P.M. in Council Chambers at City Hall - 344 W Main Street, Marshall, MN. The public will be provided an opportunity to speak at this meeting.

The City Clerk is hereby instructed to transmit a copy of this resolution to the Lyon County Auditor/Treasurer.

Passed and adopted by the Common Council this 12th day of September 2023.

THE COMMON COUNCIL

Robert Byrnes, Mayor

ATTEST

Steven Anderson, City Clerk

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, September 12, 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: September 12, 2023

SUBJECT: Administrative Brief

CITY ATTORNEY

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

- 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.
- Answered contract questions from Public Works.
- Discussed first amendment concerns related to activity in parks.
- Addressed Franchise question related to ROW users.
- Attended Legal Executive Committee.
- Drafted or finalized agreements, including lease agreements.
- Continued discussions about Cannabis Use in Public. Drafted requested ordinances for L&O consideration. Touched base with the county to report back to L&O.
- Continued working with staff on existing and new code violations.
- Worked with MMU to answer some employment questions and assist with employment matter.
- 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 recent conflict of interest question.

CITY PROSECUTOR:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2023	2022 Comparison
Prosecution	2		3		5	5	4	19	15
Dismissed									
Non-Prosecution									
Refer to County									

ADMINISTRATION

This past month included the following meetings and work:

- Discussed with Stockwell re-use of the current aquatic center site and planned for September 7th Community walk-through.
- Worked with Park and Recreation Superintendent on aquatic center funding discussions-Bremer, Bank local citizen group meeting and researching grant opportunities. Wrote and submitted a local grant request.
- Reviewed MN DNR grants for tree/Ash Borer replacement programs. Also reviewed awarded Independence Park Shelter grant requirements. Due to the Independence Park Shelter grant being federal funds, there will be additional requirements and we will not be able to bid-out the project until 2024.
- Attended with Mayor and Public Safety Director Marshall the Downtown Business Association mtg to discuss crime and community reduction strategies.
- Met with University of MN consultant on an updated sales tax study to determine sales tax paid for by out of Marshall residents. The sales tax paid by individuals outside of Marshall is estimated at 67%, up from 40% in 2012.
- Attended with Mayor meeting with North Memorial Ambulance Service on the City of Marshall's license regarding basic and advanced life support and the changing revenue and expenditure streams.
- Met with Lyon County Administrator Loren Stomberg regarding Lyon County Museum funding as well as general City and County matters.
- Worked with Community Services staff and City Clerk on updating the Aquatic Center webpage to include information regarding voting information for the November 7, 2023, special election.
- Met and discussed numerous times with Administrative Services Director regarding the 2024 Budget and Levy.
- Met with Public Works Director and Airport Commission Liaison Schafer, and airport consultant regarding hangar development, general airport lease rate standards and future agreements.
- Planned and assisted with 1872 Ribbon Cutting with President Pro-Tem Schafer leading the ceremonies.
- Reviewed, discussed and completed several personnel items-policy updates completed by HR Manager, annual performance evaluations, staff discussions regarding policy and general management items, staff discussions regarding projects and issues.

Economic Development Authority

- Presented to the Marshall School Board meeting on the CTI center business sponsorship campaign.
- Continuing to work with industrial developer on State funding programs and workforce development opportunities.
- Scheduled 2023 EDA bus tour for November 3rd.
- Finalizing land sale for Midwest Shop Condos in Commerce Industrial Park.
- Completing predevelopment agreements for two future projects.
- Block 100: Leasing is now open and first tenants have moved in.
- Shopko: Working with building owner on additional site requirements for future tenants.
- East College Grants: Applications have been submitted to SWIF for second phase of review. Starting to send applications onto MNDEED for final review and approval.

Human Resources

- Staffing: applications are being accepted for the MERIT Center Training Facility Coordinator, Police Officer, and a variety of temporary/seasonal employees.
- Safety training: select city staff were trained in Lockout Tagout, Bucket Training/Rescue, Fall Protection, Confined Space Entry, and a make-up session for CPR/1st aid training.
- The Minnesota Department of Labor just announced that minimum wage rates in MN will be adjusted for inflation effective 01/01/2024 from \$10.59 to \$10.85, a \$0.26 increase per hour. HR will facilitate a review of our temporary/seasonal wage schedule for 2024. The Personnel Committee will review and consider any recommended amendments.
- The City's Health Care Savings Plan MOU's through the MN State Retirement System for each union and the non-union groups expire on 12/31/2023. HR staff will initiate a review of the agreements for renewal and bring to the full Council for consideration. The Employer (City) realizes substantial savings in payroll taxes as a result of these agreements.

Clerk

- Continued progress during the Rental Ordinance Committee meeting, should be getting close to a final draft to present to the Legislative & Ordinance Committee.
- Attended a MCFOA Region V meeting hosted here in Marshall.
- Finalized ballot proofs for the Aquatic Center Special Election and continuing to make headway on election items.
- A draft ordinance regarding golf cart usage will be coming to the Legislative & Ordinance Committee in October.

Finance

- 2024 Budget: staff continues to review the preliminary budget and levy and will bring recommendations regarding the 2024 preliminary budget and levy for consideration. The information must be certified to Lyon County by 9/30.
- The annual required publication of Tax Increment Financing district activity was published on 8/12 for 2022 transactions.
- A request for proposals for leasing city-owned ag land was published on 8/26 with proposals due and publicly opened and read at 11 AM on 9/21 – the request for proposals, instructions to responders, proposal forms, locations, and farming lease documents are available at <http://ci.marshall.mn.us/farm>

Assessing

- Staff continues to work on the 2023 quintile inspections and has begun work reviewing building permits issued thus far.
- Continue to assist with budget items as requested.
- We have been busy processing sales as we enter the last month of our yearly sales period to be used to determine 2024 EMVS (10-1-2022 to 9-30-2023)
- Any new/newer council members that wish to learn more about the assessment process are invited to stop by and visit Dave. Also don't forget to enroll in the LBAE training!

Liquor Store

- August Financials: Sales \$655,356 +7.1%, Customer Count 19,091 +4.35%, Ticket Average \$34.33 +2.63%. Summer is still hanging on with increased traffic at the store.
- THC Seltzer/Edibles have seen a dramatic increase in demand from July. Sales were \$13,500 for the month of August. We are seeing about a 50/50 split between liquid form and gummies/ chocolates. Many customers are trying the single serve cans to see if they like it the product. Overall a favorable reaction to these products from "repeat" customers.

COMMUNITY SERVICES

Parks & Recreation

- Marshall schools are back in session with many opportunities for youth to get involved with thru the recreation department this Fall including, soccer, tennis, bicycling, rugby, gymnastics, curling, hockey, volleyball and football.
- 2nd-8th grade flag and tackle football continues to be the most popular Fall sport with 236 players participating.
- Construction has begun on the new picnic pavilion at the Amateur Sports Complex.
- Additional staff time has been dedicated to watering plants and trees with lack of rain.
- Continuing to educate and inform groups on the Sales Tax Vote for the Aquatic Center.
- Reviewing DNR Grants for assistance in Emerald Ash Borer, currently 2 grants that City staff will apply for that require no matching funds.
- Working to finalize agreement for shared facility use with SMSU.
- Putting specs together for bidding documents on Legion Field improvements.
- Setting up Stage for Hopfest and Prairie Jam events.

Community Education

- The Adult Community Center continues to develop and implement programming for older adults. The Senior Gardens Grant is complete, gardens are doing well- free produce through the garden and community donations is available to all guests in the facility. The ACC was recently awarded a \$1600 grant to begin a new program, "Bingocize." Staff will become trained instructors and hope to begin a series of the program later this fall. Facility needs and a 5-year plan are being developed over the next several months. Plans are underway for the facility's 35-year anniversary celebration on October 13th.
- Jasmine DeSmet started as the new Community Education Coordinator on August 28th.
- Fall CE Community Education Classes will start the week of Sept 11th. There are sixteen course offerings ranging from Robot Adventures a Pioneer Camp!
- The DEI Commission is hosting Welcoming Week on September 21st from 5-7pm at Justice Park.

Studio 1

- In the month of August, we added wireless internet access to more security cameras throughout our parks allowing easier access to playback footage in a timely manner. This also allows the cameras to be maintained and updated automatically, saving staff time several times per year. We will continue to work on solutions to add internet connectivity to more cameras in the future.
- Studio 1 attended the Sounds of Summer events to capture still photos and video clips to create a highlight film of the whole weekend to share on social media and the Studio 1 channel.
- I attended the MN Statewide Emergency Communications Exercise at Camp Ripley and served as an event planner and evaluator. I worked directly with over 70 emergency communications staff from around the state as well as the Air Force and MN National Guard to exercise joint interoperability communications paths that would be used during disasters or other significant events. A short video about the event can be found at <https://www.youtube.com/watch?v=7acpmwLRAp4>
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

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.
- 1 new duplex approved.

PUBLIC WORKS DIVISION

Engineering

- Project ST-001-2023: Chip Seal Project (Allied Blacktop Company) – Final change order and payment at the 09/12/2023 Council meeting.
- Project ST-002-2023: Bituminous Overlay Project (Duininck, Inc.) – Anticipated final change order and payment at the 09/26/2023 Council meeting.
- Project ST-004: Halbur Road Reconstruction (Duininck, Inc.) – Anticipated final change order and payment at the 09/26/2023 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.) – Concrete work is complete, bituminous paving, striping, and site restorations will take place the week of 9/11/23.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction (R&G Construction Co.) – Underground utility work is complete on the project. The gravel is graded and sidewalk removals are complete so the electrical and concrete work can proceed along Lyon Street.
- Project ST-032: Ralco Parking Lot Project (D&G Excavating, Inc.) – Project is complete. Final change order and payment at the 09/12/2023 Council meeting.
- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) (Towne & Country Excavating LLC) – Anticipate excavation (clay removal) to be completed by 9-12-23 on the pond. Towne & Country will then lay the drain tile in the bottom of the dry pond and connect the storm sewer from the railroad crossing to the pond. Site restoration will start following the completion of the excavation.
- Project MMU-001: TH 23 Watermain Crossing Project (TE Underground LLC) – Project is 90% complete. TE Underground has to do final connections from new to existing pipes, and then start site restoration.

Building Maintenance

- No report.

Street Department

- Asphalt patching various streets throughout the city.
- Painting crosswalks, stop bars, turn- arrows and bike chevrons throughout the city.
- Repairing catch basins
- Street sweeping
- Crack filled North 7th St, Jewett St, 3rd St, C St, Library parking lot, the Atlantic Place parking lot and bike trail from Airport Rd to Victory Park. Will be doing more this fall as time permits.
- Tree trimming and removal.
- Sir Lines-A-Lot painting company will be in town to paint the seal coat and overlaid streets next week or the beginning of the following week.
- Receiving road salt bids which are due September 12, 2023

Airport/Public Ways Maintenance

- Turf maintenance on City-owned property throughout the city.
- Painting threshold lights and control boxes on the ILS landing system.
- Replacing T Hangar area lights with LED fixtures.
- Replacing 9 hanging electric heaters in the Red Baron hangar to infrared heaters.
- E and K Construction will be replacing the exterior metal on Hangar 1622 (old Midwest shop) later this month.
- Crack filling runways, apron area and parking lots this fall.
- Replaced two overhead doors in T Hangars.
- Weed spraying Corps levee system and City-owned property throughout the city.

Wastewater

- Staff have completed 277 preventative maintenance work orders in the last 30 days.
- Commercial visits to promote the water softening grant program are ongoing.
- Televising of sanitary on 3rd & Lyon complete, some storm remaining.
- Various exterior painting is underway.
- We have received our draft permit and are reviewing it.
- Working on our chemical addition system piping.

PUBLIC SAFETY DIVISION

Fire Department

- The Fire Department responded to twenty-three (23) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (14)
 - Fire; Structure (8)
 - Medical Assist (0)
 - Vehicle Accident (1)
 - Other – Assist (0)

Police Department

- The Marshall Police Department responded to a total of 938 calls for the month of August. 111 criminal offenses were reported with a total number of 39 adults and 2 juveniles arrested.

Officer's Report

- The Police Department responded to the following:
 - Alarms (22)
 - Accidents (28)
 - Alcohol involved incidents (1)
 - Assaults (8)
 - Domestic Assaults (11)
 - Burglaries (10)
 - Criminal Sexual Conduct (2)
 - Damage to Property (4)
 - Keys Locked in Vehicles (24)
 - Loud Party (6)/ Public Disturbances (9)
 - Thefts (37)
 - Traffic Related Complaints (123)
 - Vandalism (22)
 - Warrant Pickups (18)
 - Welfare Checks/Mental Health (38)
- The police department currently has two full-time police officer positions open. Applications will be received until the positions are filled.
- A new community service officer was hired. Chase Dagan began his employment on September 5th, 2023.
- The Marshall Police Department held the annual National Night Out event in August.
- Police Department personnel also met with downtown business owners to address the trespassers on their roof tops and recent break-ins to their businesses. Since the meeting, four juveniles have been caught on the roofs and charges are pending. Additional discussions will take place at a “lunch & learn” event hosted by the Marshall Chamber Office in October.

Detective Report

- A 29-year-old Marshall man was arrested at the completion of multiple criminal damage to property investigations involving vandalism to City of Marshall Parks and property owned by a Marshall business. The man was charged with felony criminal damage to property.
- A 26-year-old homeless man was arrested for 2nd degree assault. Detectives assisted with a search warrant.
- Multiple incidents of theft from a Marshall store are under investigation. Twenty-four cases of theft and ten burglaries were investigated during the month of August.
- Four auto theft cases are under investigation.
- Four deaths were investigated during the month.
- Fifteen child protection reports and nine reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.
- A pre-employment background investigation was completed on a candidate for a Community Service Officer position.
- Sgt. Buysse and Det. Sandgren assisted with National Night Out at Independence Park on August 1st.
- Det. Kopitski completed Internal Affairs Investigation training on August 15th.

MERIT Center

- Interviews were conducted of applicants for the MERIT Center Coordinator position. After much consideration, it was determined the position would be re-opened for more applicants.

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

OFFENSE/ARREST DATA

	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					
October					
November					
December					

YTD 2023	785	0	785	290	6
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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		
October		
November		
December		
YTD 2023	6560	3017

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6	7	10	14	5	4	9					64
Property Damage	15	25	15	18	19	21	19	17					149
Personal Injury	1	3	5	1	2	3	5	2					22
Fatalities	0	0	0	0	0	0	0	0					0
TOTAL 2023	25	34	27	29	35	29	28	28	0	0	0	0	235

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61	49	44	47	39	42	33					360
Parking Tickets	91	75	23	5	0	1	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					121
Alcohol	0	3	2	2	0	2	1	1					11
Animal Bite	2	3	1	2	4	1	4	1					18
Animal Complaint	10	13	11	20	14	26	16	13					123
Assault	6	4	7	8	11	5	7	8					56
Assists	50	45	48	53	51	54	60	62					423
Auto Theft	3	1	0	1	1	0	2	5					13
Bike Found	0	4	1	2	9	7	15	9					47
Bike Theft	0	0	0	1	5	6	9	5					26
Burglary	0	3	0	1	7	4	9	10					34
Bus Violation	3	5	5	4	5	3	4	0					29
Check Forgery	0	1	0	0	0	0	0	0					1
Check Fraud	1	1	0	0	0	1	0	0					3
Civil Matters	12	10	8	7	17	19	15	20					108
Criminal Sex	2	3	2	3	6	1	3	2					22
Damage to Prp	2	2	4	1	4	2	5	4					24
Death Investigation	0	2	0	1	2	4	5	4					18
Domestics	10	15	12	10	19	12	17	11					106
Drugs/Narcotics	2	3	4	3	2	4	2	3					23
Family Matters	4	9	9	9	12	6	12	11					72
Fire Alarm	0	2	0	0	0	0	0	1					3
Gas Meal Assist	3	1	2	4	4	2	8	5					29
Gun Permits	4	10	15	8	10	5	8	4					64
Harassment	8	5	6	5	11	18	6	10					69
Intoxicated/Detox	2	2	3	1	3	1	4	4					20
Keys Locked In vehicles	27	21	26	24	26	21	35	24					204
Mental Health	8	9	6	14	8	9	12	6					72
Fraud	2	6	6	5	2	7	1	0					29
Parking Complaints	76	69	38	17	18	14	11	22					265
Party Loud Party	1	3	3	2	5	10	6	6					36
Pred - Sex Offender	2	2	1	1	0	2	2	0					10
Property Found	1	3	10	12	13	8	16	13					76
Public Disturbance	5	7	9	11	14	14	17	9					86
Pursuit	0	0	0	1	0	0	0	0					1
Runaway	2	3	7	3	9	2	8	4					38
Escort Funeral,other	13	13	8	7	9	13	12	13					88
Search Warrant	1	0	0	1	0	0	1	0					3
Suspicious Anything	38	34	42	50	97	110	43	51					465
Suspicious Vehicle	3	4	3	5	6	7	12	13					53
Tobacco Violation	1	1	2	2	0	1	0	0					7
Theft	17	18	14	14	28	28	40	37					196
Trains	1	0	0	1	0	0	0	0					2
Transport (Marshall PD etc)	1	2	2	2	3	2	2	0					14
Trespassing	10	6	6	9	10	13	7	8					69
Traffic Related Complaints	190	224	200	142	199	145	149	123					1372
Unsecured Building	0	1	2	2	0	2	4	3					14
Vandalism	0	6	4	11	9	17	8	22					77
Violation of OFP	6	3	5	1	4	8	2	6					35
Warrant Pickups	11	5	7	11	12	7	10	18					81
Welfare Checks	21	27	25	26	27	19	15	32					192
Welfare Fraud	0	0	0	0	0	0	0	0					0
ERU Activated	0	0	0	1	0	0	0	0					1
Weapons Involved	1	1	0	5	1	1	0	3					12
TD 2023	573	626	586	540	715	648	645	628	0	0	0	0	4961

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							
October							
November							
December							

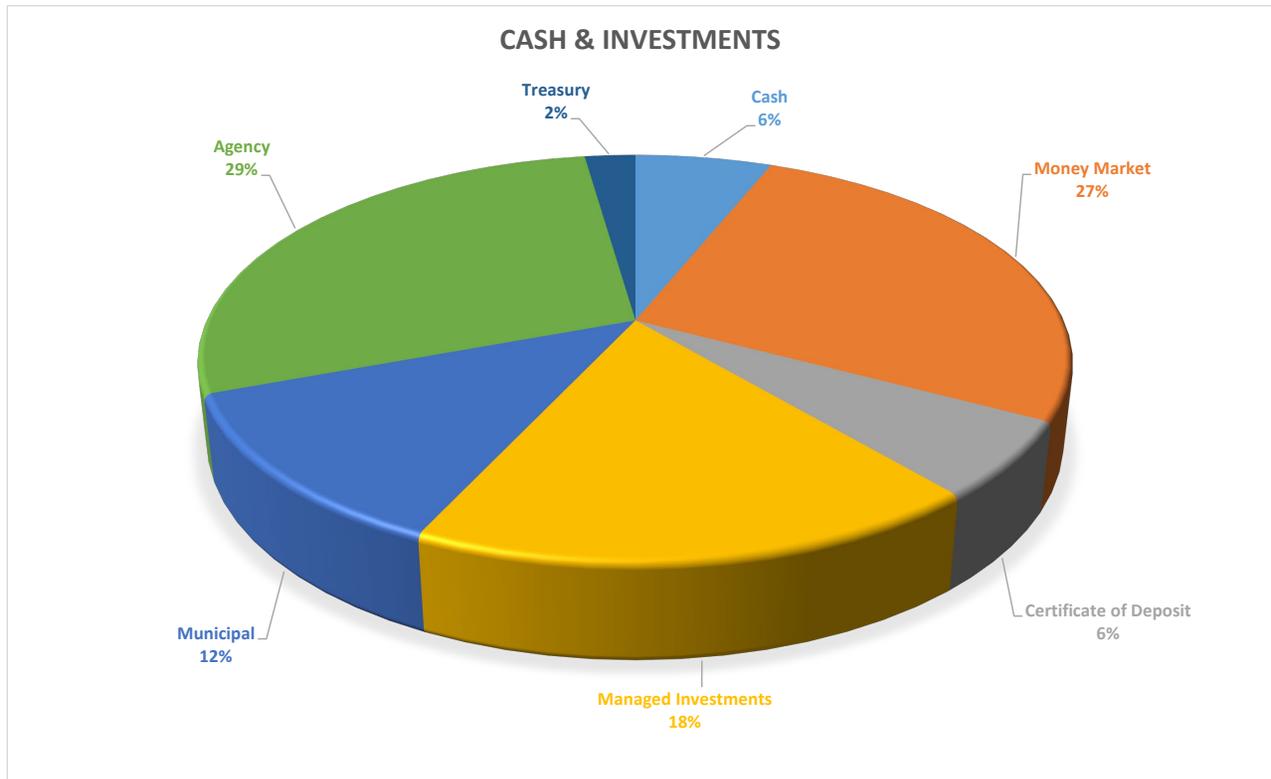
YTD 2023	68	123	128	123	100	134	110
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	23	25	28	28	34	29	42	31					240
Gross Misdemeanors	21	17	22	20	26	16	25	25					172
Misdemeanors	14	19	24	27	34	30	31	45					224

City of Marshall, Minnesota
Cash & Investments
8/31/2023

	<u>Par Value</u>	<u>YTM Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	2,692,900.54	0.00%
Money Market - US Bank	2,150,306.07	5.27%
Money Market - Wells Fargo	82,752.32	5.25%
Money Market - 4M	9,657,508.73	5.25%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	3.11% Average
Investment Portfolio - General Fund	2,622,660.76	
Investment Portfolio - WW/SW Capital Reserve	3,493,589.80	
Investment Portfolio - Endowment Fund	1,913,641.74	
Municipal - US Bank	5,505,000.00	3.52% Average
Certificate of Deposit - US Bank	1,225,000.00	2.22% Average
Agency - US Bank	9,295,000.00	3.42% Average
Treasury - US Bank	1,000,000.00	2.35%
TOTAL CASH & INVESTMENTS	44,463,359.96	3.47% Average YTM





MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
Bladholm Construction inc	1608 COLLEGE DR E	Building Addition	340000.00	08/18/2023
BUYSSE/STEVEN C	503 KENNEDY ST	Deck	5880.00	08/28/2023
D & G Excavating, Inc.	904 HWY 59 N	Building Demolition - Total Building ONLY	5000.00	08/28/2023
GESKE HOME IMPROVEMENT CO	207 ROBERT ST	Doors	1400.00	08/22/2023
GESKE HOME IMPROVEMENT CO	706 VIKING DR	Windows	6300.00	08/22/2023
GESKE HOME IMPROVEMENT CO	901 BIRCH AVE	Windows	11900.00	08/22/2023
HENNEN/RICHARD	1304 STOCKHOLM AVE	Deck	7680.00	08/29/2023
JAMES LOZINSKI CONSTRUCTION INC	707 5TH ST N	Deck	480.00	08/18/2023
JAMES LOZINSKI CONSTRUCTION INC	1001 WOODFERN DR	Deck	6912.00	08/21/2023
JEFF GLADIS CONSTRUCTION LLC	404 WILLIAMS ST	Interior Remodeling - ANY Work Inside, Except Fireplace	12500.00	08/29/2023
Jeremy Swenson	100 CHURCH ST	Plumbing - Water heater	1000.00	09/01/2023
Jeremy Swenson	308 COLLEGE DR W	HVAC - Air Conditioning	3650.00	08/24/2023
KEVIN LANOUE CONSTRUCTION LLC	711 MARGUERITE AV	Re-Roofing	12660.00	08/24/2023
Knobelsdorff Electric	101 ERIE RD E	Accessory Structure & Equipment (solar panels, antennas, etc)	1664311.00	08/21/2023
Leading Edge Credit Union	1406 COLLEGE DR E	Wall Mounted Sign	4000.00	08/21/2023
MIDWEST ECLIPSE & GUTTER ET LLC	1100 BIRCH ST	Re-Roofing	17500.00	08/18/2023

Applicant Name	Location	Description of Work	Valuation	Approved Date
PAUL DESMET & JESSICA DIEKMANN	902 SILVERVINE DR	Deck	8000.00	08/22/2023
Pegel Properties LLC	409 6TH ST N	Re-Roofing	4800.00	08/30/2023
PETERSON/ALEX D	519 HARRIETT DR	Re-Siding	5000.00	08/18/2023
RAINS/DENISE/ETAL	412 LEGION FIELD RD	Deck	2500.00	08/17/2023
SCHMIDT ROOFING	113 PARK AVE	Re-Roofing	49450.00	08/31/2023
Scott Williams	504 SARATOGA ST W	Plumbing - Water heater	400.00	09/05/2023
Scott Williams	701 BRIAN ST	Plumbing - Water heater	400.00	09/05/2023
Steve Lee Sammons	104 MAIN ST E	Windows	700.00	08/17/2023
Todays Fireplace and Spa	603 ELAINE AVE	Fireplace Only	9274.00	08/30/2023

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

September

- 09/12 Personnel Committee, 4:00 PM, City Hall
 - 09/12 Regular Meeting, 5:30 PM, City Hall
 - 09/19 Legislative & Ordinance Committee, 12:45 PM, City Hall
 - 09/26 Public Improvement & Transportation Committee, 4:00 PM, City Hall
 - 09/26 Regular Meeting, 5:30 PM, City Hall
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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