



**CITY OF MARSHALL**  
**City Council Meeting**  
**Agenda**  
**Tuesday, January 23, 2024 at 5:30 PM**  
**City Hall, 344 West Main Street**

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [1.](#) Consider Approval of the Minutes from the Regular Meeting Held on January 9th

**CONSENT AGENDA**

- [2.](#) Vacation of Alley and Utility Easement in Schwan's Corp I Addition - Receive Petition for Vacation and Call for Public Hearing
- [3.](#) Consider Approval of the Joint Powers Agreement for the Drug Task Force
- [4.](#) Consider Authorization to Declare Bicycles as Surplus Property for the Marshall Police Department
- [5.](#) Consider Approval for SW MN Ducks Unlimited to Host a Bingo Fundraiser
- [6.](#) Consider Approval for a Temporary Liquor License for the Visit Marshall Beer and Wine Festival
- [7.](#) Consider a Resolution Regarding Write-In Vote Counting, Uniform Election Dates, and Authorization of Election Judge Appointments
- [8.](#) Consider Approval of the Bills/Project Payments

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

- [9.](#) Wastewater Treatment Plant Generator Woodward Controller Replacement
- [10.](#) Highway 23/South Saratoga Street Manhole Refurbishing
- [11.](#) PK-013 RRFB and Trail Extension at County Road 7 – Proposed Plan and Design
- [12.](#) Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
- [13.](#) Consider Request from Enterprise Rent-a-Car to Install Signage on Airport Property
- [14.](#) Redwood River One Watershed, One Plan - Memorandum of Agreement
- [15.](#) Introduction of an Ordinance Amending Interim Cannabis Prohibition
- [16.](#) Consider Approval of Joint Powers Agreement Renewal with Marshall Public Schools

**COUNCIL REPORTS**

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

**STAFF REPORTS**

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

**INFORMATION ONLY**

- [22.](#) Cash and Investments
- [23.](#) Public Housing Minutes and Agenda
- [24.](#) Building Permits

**MEETINGS**

- [25.](#) 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

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the Minutes from the Regular Meeting Held on January 9th
<b>Background Information:</b>	Enclosed are the minutes from the previous meetings.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the meeting held on January 9th 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, January 09, 2024**

The regular meeting of the Common Council of the City of Marshall was held January 9, 2024, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Amanda Schroeder, John Alcorn, See Moua-Leske and Steve Meister. Absent: 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; Sheila Dubs, Human Resource Manager; Preston Stensrud, Park and Rec Supervisor; Ilya Gutman, Plans Examiner; and Steven Anderson, City Clerk.

**Marshall Baseball Association Donation to Legion Field Improvements**

Preston Stensrud presented a \$64,000 donation from the Marshall Baseball Association. Members of the association were in attendance. Councilmembers thanked the association for their continued support of Legion Field and the City of Marshall.

**Consider Approval of the Minutes from the Special Meeting Held on December 19th**

There were no requests for amendments to the minutes.

Motion made by Councilmember Schafer, Seconded by Councilmember Alcorn to approve the minutes as presented. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**General Obligation Bonds, Series 2024A. 1) Conduct a Public Hearing 2) Consider a Resolution Approving a Five-Year Street Reconstruction Plan and the Issuance of General Obligation Street Reconstruction Bonds**

Moberg opened the public hearing by stating that the City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b to prepare a plan for street reconstruction or bituminous overlay of streets in the City over the next five years, which includes a description of the street reconstruction or overlay to be financed, the estimated costs, and any planned reconstruction or overlay of other streets in the City over the next five years. The City may issue general obligation bonds to finance the cost of street reconstruction activities described in such plan. Before the approval of the street reconstruction plan and the issuance of any bonds the City is required to hold a public hearing on the plan and the issuance of bonds thereunder. Following the hearing, the resolution would authorize approval of the street reconstruction plan and the issuance of general obligation street reconstruction bonds in the maximum principal amount of \$2,100,000 to finance the costs of the Project, as described in the Plan. The street reconstruction plan would be available for inspection at the Finance Department. Moberg also noted that under statute the issuance of street reconstruction bonds must be approved by a vote of two-thirds majority of members of the governing body present at the meeting following a public hearing. Councilmember Meister asked if the street reconstruction was delayed and what would be the effects. Director Anderson indicated that generally each year there would be a 3%-6% increase in costs. Moberg said if the bonding were to be passed it would have resulted in a 5.3% increase to the 2025 levy. Councilmember Schafer added that some of these street reconstruction projects were in preparation for the 2025/2026 Trunk Highway 19 project and to ensure that city infrastructure was in place to connect utilities and reduce overall cost for both the City of Marshall and MnDOT.

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

Motion made by Councilmember Alcorn, Seconded by Councilmember Schafer to adopt Resolution 24-006 approving a street reconstruction plan and the issuance of general obligation street reconstruction bonds. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**General Obligation Bonds, Series 2024A. 1) Conduct a Public Hearing 2) Resolution Approving Property Tax Abatement to Finance Certain Public Improvements in the City**

The City was proposing property tax abatement to aid in financing certain public improvements, including improvements to various city parks (Independence Park and Legion Field), all pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815. The City intends to issue one or more series of general obligation bonds, a portion of which would be designated as tax abatement bonds, in the aggregate principal amount estimated not to exceed \$600,000 to pay the costs of the project. Moberg explained that this was a financial tool available to the city to pledge the cities portion of taxes to the debt and was not similar to other tax abatements that were offered to homeowners or commercial businesses.

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

Motion made by Councilmember Schroeder, Seconded by Councilmember Alcorn to adopt Resolution 24-007 approving property tax abatement to finance certain public improvements in the city. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Meister. The motion **Carried. 5-1.**

**Approval of the Consent Agenda**

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

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

- Consider a Resolution Designating the Official Newspaper
- Consider Resolution designating the Official Depositories for City Funds for 2024
- Consider Resolution Delegating Authority to the City to Make Electronic Fund Transfers
- Consider Approval of a Resolution to Authorize the Finance Director to Pay Certain Claims
- Consider Approval for the Marshall Golf Club to Conduct a Raffle on June 1st
- Consider Approval to Renew a 3.2 Off Sale Liquor License for Freedom Valu Center
- Consider Approval to Renew Tobacco License for Freedom Valu Center
- Consider Approval of Taxicab License Renewal
- Introduction of an Ordinance Amending the City Charter and Call for Public Hearing
- Introduction of Ordinance Adding Article 18-VIII Residential Rental Code and Call for Public Hearing
- Adopt an Annual Election to Set a Micro-Purchase Threshold of \$25,000
- Consider Approval to Change Regular Meeting Dates in August and December
- Consider Approval of Administrative Hearing Officers
- Acceptance of Donation to the Marshall Parks Department for Improvements at Legion Field
- Repeal of Emergency Ordinance 23-019
- Consider Approval of the Bills/Project Payments

**Consider a Resolution Authorizing Submission of the Pay Equity Implementation Report**

Sheila Dubs described the need to authorize submission of the pay equity implementation report. In 1984, the Minnesota Legislature passed the Local Government Pay Equity Act, Minnesota Statutes 471.991 to 471.999. That law required all public jurisdictions to eliminate any gender-based wage inequities in compensation and to submit reports to the Minnesota Department of Management and Budget once every three (3) years. That report was not required for private businesses. The City of Marshall was required to submit the report by January 31, 2024, using compensation and employee data that were effective on December 31, 2023. Pay Equity was a method of

expertise. Minnesota's pay equity law does not address individual differences in pay; rather, it relates to the overall structure of a pay system. The pay equity law does not take the job market or another organizations' salary data into account, the statistical analysis is based solely on the City of Marshalls internal compensation structure. Four tests are used to determine compliance: Statistical Analysis, Salary Range, Exceptional Service, and Completeness and Accuracy tests. The City of Marshall was in compliance with all four tests. Dubs further explained that the predicted pay report often generated questions. The predicted pay report was only to be utilized if a public entity was out of compliance, so no further action was needed by the City of Marshall.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to adopt Resolution 24-013 authorizing submission of the 2024 pay equity implementation report. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

#### **Authorization of Services with Widseth for Purpose of DNR Outdoor Recreation Grant Application for 2024**

Stensrud said that for the past several years the Parks Department has applied for the DNR Outdoor Recreation Grant annually. Several times, the work for the grant application was done by City staff, however, in the past two years we have utilized services from Widseth to complete the application process of which both years were successful awards. For the next grant application, staff would like to apply for funding towards the renovation/remodeling of the Bandshell at Liberty Park. In 2021, the Bandshell was inspected by a Structural Engineering Firm, that report had been shared with Council previously. The report noted significant deterioration of the support structures and recommended significant repairs or even replacement. If awarded, the grant would require a 50/50 match and the project would need to be completed by June 30, 2026. Costs for the project are expected to be close to \$500,000. Currently, the 2025 CIP has \$400,000 earmarked for funding this project. The maximum eligible award amount is \$350,000. Councilmember Schafer shared that hopefully the band shell could be restored to at least it's original size but not any smaller and also asked if the grant writing would be considered as part of the 50/50 match. Stensrud verified that the grant writing could not be included as part of the match because the grant would not have yet been awarded. Mayor Byrnes and Stensrud commented that Widseth had previously helped the city win a grant to replace the Independent Park main shelter and bathroom.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to authorize the services of Widseth for the purpose of a DNR Outdoor Recreation grant application. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

#### **Consider Resolution for Municipal State Aid Street System (MSAS) 2024 Advance Funds (Z88 State Aid Overlay Bond Payment, 2024 AT Grant Project)**

The 2021 State Aid Overly Project (Z88) was substantially completed in 2021 with final completion in 2022. The project was financed through municipal bonds that were issued locally, with the intent of utilizing Municipal State Aid Street (MSAS) funds to make bond payments. Project PK-013 includes shared use trail and Rectangular Rapid Flashing Beacon (RRFB) improvements at three different locations. The project would add trail along US 59 between Boyer Drive and Windstar Street, an RRFB pedestrian crossing along US 59 at A Street, and an RRFB pedestrian crossing of CR7/Airport Road near the Redwood River which includes realignment of the existing bike trail to eliminate the need to use Airport Road as a bike trail. The project is funded by an Active Transportation (AT) Grant award to the City of Marshall, in the amount of \$360,381. The intent is to utilize MSAS funds to pay for applicable engineering fees and to cover any construction costs should costs exceed our AT Grant award. The current MSAS construction account balance as of 01/04/2024 was -\$2,060,591. Because the city has "advanced" future years of funding to finance past projects, the account has a negative account balance. The total maximum MSAS advance, set by Minnesota Commissioner of Transportation is the lesser of \$4,000,000 or five (5) times the City annual construction apportionment. The 2024 City of Marshall annual construction apportionment was estimated at \$809,261, which times 5 results in an amount of \$4,101,855. Therefore, the maximum amount of MSAS advance

for the city is \$4,000,000. Resolution 24-012 was required in order to allow MSAS advance funding. The resolution identifies a request to advance funds for Z88 bond principal payment and PK-013 engineering costs and possible construction costs in excess of our AT Grant award.

Motion made by Councilmember Meister, Seconded by Councilmember Moua-Leske to adopt Resolution 24-012 requesting an advance of Municipal State Aid System funding in the amount of up to \$,1636,330. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Justice Park Trail Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Transportation Alternatives Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Transportation Alternatives Project**

MnDOT District 8 was soliciting for 2028 Transportation Alternatives (TA) grant applications. The TA grant was a 80-20 grant to match program that provides funds for pedestrian and bike facilities, historic preservation, Safe Routes to School, and more. Previous projects the City had funded through this program include the Rectangular Rapid Flashing Beacon School Crossings Project, which was constructed in 2022, the C St.-Southview Trail Project which is scheduled for construction in 2025, and the East Lyon Street Trail Project which is scheduled for construction in 2026. The proposed project included the reconstruction of a 10-foot-wide multi-use trail through Justice Park and replacement of a pedestrian bridge over the Redwood River from Pleasant Street to Justice Park by reconstruction of approximately 1,200 feet of off-street multi-use trail through Justice Park and the replacement of the City's oldest pedestrian bridge. The pedestrian bridge is a direct connection point from the neighborhood across the Redwood River into Justice Park. The project would replace distressed paving and replace a dated bridge with a pedestrian friendly crossing over the Redwood River while bringing both the pedestrian bridge and trail into compliance with current ADA standards. To complete the grant application process, staff would like the City Council to offer their support for the grant application. One resolution identified the City as the grant sponsoring agency and the entity responsible for managing the grant. The other resolution identified the City as the responsible party for continued operation and maintenance of the shared use path. There was no fiscal impact as of the date of this meeting.

If awarded a grant, staff would be notified in Spring 2024. In today's dollars, our cost estimate for City participation is \$103,576 in cash with the City also providing the services for grant application, project design, project permitting, and construction administration. These engineering services are valued at approximately \$82,862. Local cost participation may be funded through the use of Municipal State Aid Street (MSAS) funds. Councilmember Moua-Leske asked if the grant funds would lock-in with the estimated amount being provided or would it adjust when the project actually happens. Director Anderson said that MnDOT would typically apply an inflation factor for these types of projects to get the funding more closely aligned when the project starts.

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to adopt Resolution 24-008 authorizing agent of sponsoring agency for Transportation Alternatives Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adopt Resolution 24-009 identifying responsibility for operation and maintenance for Transportation Alternatives Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Country Club Trail Reconstruction Project – 1) Consider Resolution Authorizing Agent of Sponsoring Agency for Transportation Alternatives Project; 2) Consider Resolution Identifying Responsibility for Operation and Maintenance for Transportation Alternatives Project**

Director Anderson said that this was the same TA grant as the previous item but for reconstruction along County Club Drive. The Country Club Trail Reconstruction project includes reconstruction of approximately 1,300 feet of off-street multi-use trail running parallel to County Club Drive. The reconstruction would start at Travis Road and end at Southview Drive. This project will replace distressed paving, construct ADA compliant pedestrian ramps and improve drainage within the limits of the project. Some of the paving would occur over private driveways along the trail. The cost was estimated to be \$70,936 for the city portion. Councilmember Moua-Leske asked if any special assessments would be given to the homeowners that are along the trail. Director Anderson stated that staff would not propose assessing homeowners and special assessments are generally only assessed to street reconstruction projects.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adopt Resolution 24-010 authorizing agent of sponsoring agency for Transportation Alternatives Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

Motion made by Councilmember Moua-Leske, Seconded by Councilmember Alcorn to adopt Resolution 24-011 identifying responsibility for operation and maintenance for Transportation Alternatives Project. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

**Commission/Board Liaison Reports**

Brynes	No report.
Schafer	Airport Commission discussed the Instrument Landing System and the tentative construction plan to replace the ILS. The Airport Commission has one open position to be filled by the community.
Meister	EDA discussed the projects and initiatives that occurred in 2023. Kwik Trip plans to open the College Drive location in January and the Main Street location in June if the construction season was favorable. Grant applications for Main Street Revitalization were being accepted.
Schroeder	The EDA also discussed their strategic plan.
Alcorn	No report.
Moua-Leske	DEI discussed Juneteenth and the It Begins with Us event held at SMSU. The DEI commission has three openings they are hoping to have filled. The Library Board cut their meeting short because of the weather but did welcome their newest member Michael Fenske and went over the library directors end of year evaluation.
Lozinski	Absent.

**Councilmember Individual Items**

Councilmember Schafer reminded citizens to clear sidewalks of snow and to be mindful of neighbors.

Mayor Byrnes made no changes to the board/commission assignments. Byrnes also mentioned that the city has a cost participation program of up to \$750 to replace portions of a sidewalk.

Mayor Byrnes reviewed his top priorities for the upcoming year.

1. Aquatic Center planning. Mayor Byrnes assigned Councilmembers Schafer, Alcorn, and Moua-Leske to the Aquatic Center committee.
2. Highway 19 Project.
3. Industrial Development, which included the Solugen Bioforge project.
4. Shopko building development.
5. Affordable housing.
6. Cannabis policies.
7. Final 2020 census population number.
8. Emerald ash borer.
9. Compost/tree disposal site location.
10. Elections.

### **City Administrator**

Commission and Board openings will be posted/published soon for citizens. The Legislative & Ordinance Committee met and considered allowing the manufacture of THC beverages for breweries/distilleries and allowing on-site consumption of THC beverages for holders of an on-sale liquor license issued by the City of Marshall.

### **Director of Public Works/City Engineer**

TKDA has a scope of services that might be brought before council for the ILS at the airport. A pre-bid conference with contractors was held for the SRE building and bids would be opened on January 23<sup>rd</sup>. A task force was created to discuss the banks of the Redwood River and a meeting with property owners at Lyon Circle would be held on January 18.

### **City Attorney**

Clarified on-site consumption of THC beverages proposed amendments and the repeal of the emergency ordinance. Whitmore explained the repeal needed to follow the same method of how the emergency ordinance was enacted which was why there was not an introduction and passage at a following meeting that other ordinances follow.

### **Administrative Brief**

There were no questions on the Administrative Brief.

### **Information Only**

There were no questions on the Information Only items.

### **Upcoming Meetings**

There were no questions on the Upcoming Meetings.

### **Adjournment**

At 6:37 PM Motion made by Councilmember Meister, Seconded by Councilmember Schroeder. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. The motion **Carried. 6-0.**

Attest:

\_\_\_\_\_  
Steven Anderson, City Clerk

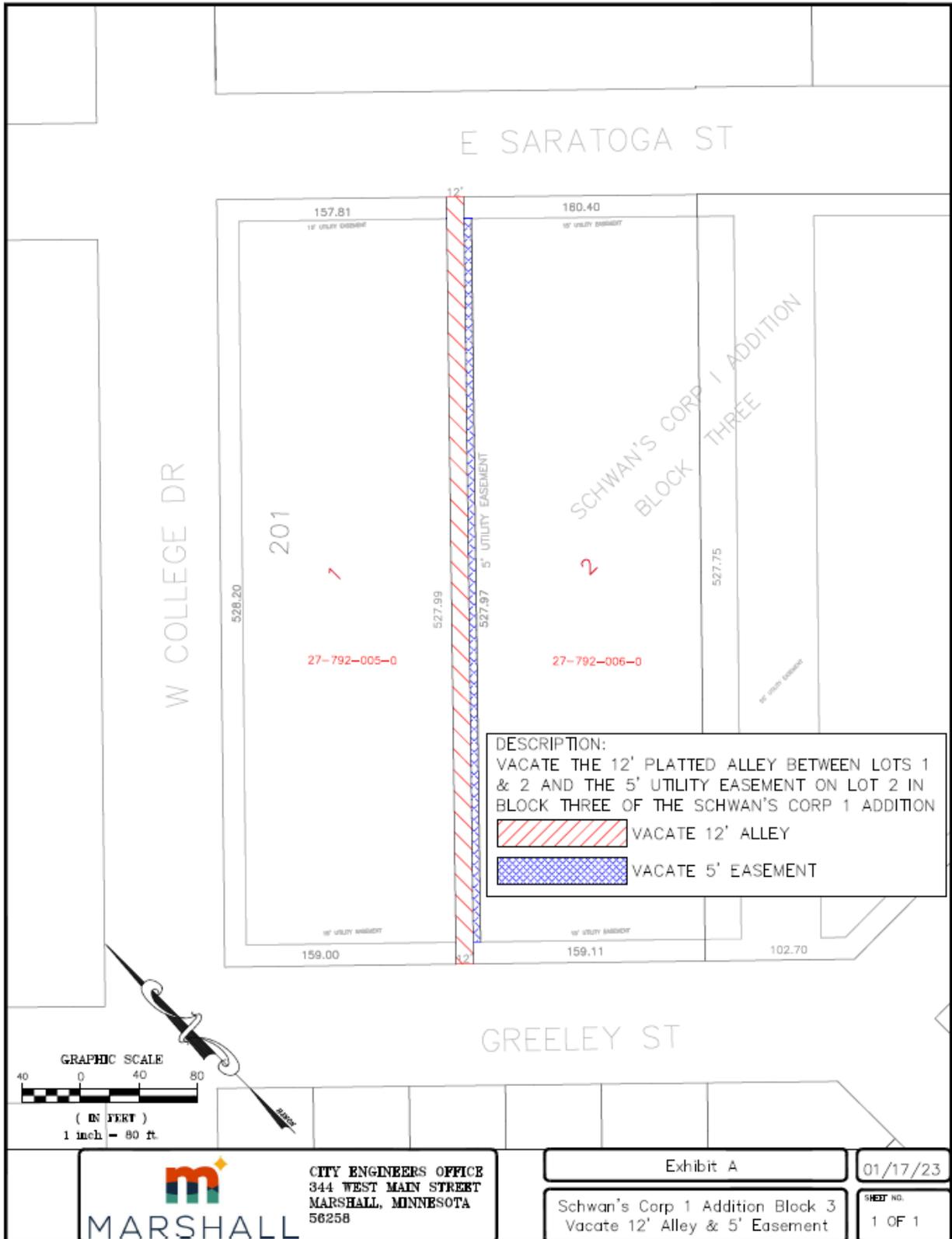
\_\_\_\_\_  
Robert Byrnes, Mayor

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Vacation of Alley and Utility Easement in Schwan’s Corp I Addition - Receive Petition for Vacation and Call for Public Hearing
<b>Background Information:</b>	<p>A signed petition for vacation of an alley and utility easement has been received from the owners of all the real property that includes the proposed vacated area.</p> <p>A map of the petitioned vacation area is attached as Exhibit A of the petition.</p> <p>The purpose of the vacation is for the construction of a new City Aquatic Center.</p> <p>A copy of the procedure for vacation of streets by resolution, included in Sec. 62-4 of the Marshall Code of Ordinances, is also attached.</p> <p>Prior to the public hearing and adoption of the resolution granting a petition for vacation, all utility companies will be contacted to ensure no utilities are currently within the proposed vacated area.</p>
<b>Fiscal Impact:</b>	All costs associated with the vacation will be funded by the Aquatic Center project.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council acknowledge receipt of the attached petition to vacate utility easement, order the petition to be filed for record with the City Administrator, order hearing on such petition, and set the hearing date for February 13, 2024.



# EXHIBIT A



CITY ENGINEERS OFFICE  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56258

Exhibit A

01/17/23

Schwan's Corp 1 Addition Block 3  
 Vacate 12' Alley & 5' Easement

SHEET NO.  
 1 OF 1

## EXHIBIT B

The 12-ft. platted alley between Lot 1 and Lot 2 and the 5-ft. utility easement on Lot 2, located in Block Three, Schwan's Corp I Addition, City of Marshall, County of Lyon, State of Minnesota.

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

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

(Code 1976, § 7.07)

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jim Marshall
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the Joint Powers Agreement for the Drug Task Force
<b>Background Information:</b>	<p>This Joint Powers Agreement is between the Counties of Brown, Lyon, Redwood, Renville and the cities of New Ulm, Redwood Falls, Marshall, and the Lower Sioux Tribal Council. The purpose of this agreement is to create a cooperative law enforcement effort that involves participation from all the communities listed to develop a system of sharing intelligence among participating agencies.</p> <p>On November 28<sup>th</sup>, 2023, this JPA was brought before all governing boards for approval. It was later determined that the document that was updated by the BLRR attorney was an old version and the new version needed to be approved by all participating agencies.</p> <p>This agreement allows for the City of Marshall to have a dedicated full-time peace officer who is responsible for all controlled substance investigations and who works closely with participating members on multi-jurisdictional cases. This JPA has been reviewed by Brown County Assistant County Attorney Paul Gunderson who is currently providing legal services to the Drug Task Force.</p>
<b>Fiscal Impact:</b>	\$25,990.80 – (Included in operating budget of the police department)
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Consider approval of the Drug Task Force Joint Powers Agreement

**BROWN-LYON-REDWOOD-RENVILLE DRUG TASK FORCE  
JOINT POWERS AMENDED AGREEMENT**

This Agreement is entered into between the counties of Brown, Lyon, Redwood, and Renville by and through their respective County Board and Sheriff, the cities of New Ulm, Redwood Falls, and Marshall, by and through their respective City Council and Police Chief, and the Lower Sioux Police Department by and through its Tribal Council and Police Chief (hereinafter collectively referred to as the "Parties").

**WHEREAS**, the Parties are each respectively charged with the enforcement of the laws of the State of Minnesota in their respective jurisdictions; and

**WHEREAS**, the Parties desire to promote the effective enforcement of such laws, particularly as they relate to laws concerning controlled substances; and

**WHEREAS**, the nature of illegal controlled substance activity is such that coordinated, multijurisdictional efforts are needed for effective enforcement; and

**WHEREAS**, the purpose of this Agreement is to create a cooperative law enforcement effort that involves at least one dedicated full-time licensed peace officer who is responsible for all controlled substance investigations and for the development of a system of sharing intelligence information among participating agencies; and

**WHEREAS**, multi-jurisdictional drug task forces must have a governing board comprised of representatives from each participating agency that meets regularly and an interagency agreement addressing staffing, supervision, program income and equipment; and

**WHEREAS**, all drug task forces must have a viable infrastructure to prepare grant proposals, maintain statistics on operations, account for grant expenditures, track program income, and manage confidential funds in accordance with statewide policy.

**NOW, THEREFORE**, pursuant to Minnesota Statute § 471.59, the Joint Exercise of Powers, the Parties agree as follows:

**1. TERM**

The term of this Agreement commenced on October 17<sup>th</sup> 1989 and was amended on March 1<sup>st</sup> 2024 pursuant to Section 11 of this Agreement, and shall continue in full force and effect until terminated by the Parties pursuant to Section 4 of this Agreement.

**2. GOVERNING BOARD**

**2.1.** The powers, duties, and purpose of the Brown-Lyon-Redwood-Renville Drug Task Force shall be carried out through a governing board. Members of this board shall be known as "Directors." The Board shall consist of the Sheriff or Chief of Police of each participating governmental unit, or his/her designee. Each board member shall have one vote. The Directors of the participating governmental units shall appoint a prosecuting attorney from one of their jurisdictions to also serve as its legal counsel. The prosecuting

attorney is a member of the Board but shall not have a vote on any matter before the Board. The prosecuting attorney shall provide legal advice and guidance to the Board as requested.

**2.2.** The Board shall elect a Chairperson to serve for one year. The Chairperson will preside at meetings. The Board shall also elect a Vice-Chair who shall assume the powers and duties of the Chairperson during a period of absence or incapacity and shall perform such additional duties and functions as the Board may direct. The Chair and Vice-Chair shall be elected at the first meeting of the year.

**2.3.** The presence of a majority of Directors of the Board at a regular or special meeting are required to constitute a quorum. A simple majority vote of the Directors present at a meeting with a valid quorum is required for the Board to take action.

**2.4.** Other entities may become a Party to this agreement upon approval of two-thirds (2/3) of the then existing Board. Upon such approval, the number of members on the Board shall be increased by one for each new Party. The new Party's Sheriff or Chief of Police, or his/her designee, shall serve as a Director on the Board and shall have one vote.

**2.5.** The time and place of regular and special meetings shall be established by the Board. Special meetings may be called by the Chairperson or upon the request of at least two Directors on the Board. Notice of meetings shall be mailed or otherwise delivered as approved by the Board to each Director at least three days before regular meetings of the Board. Notices shall include an agenda containing those items to be considered at the meeting.

### **3. BOARD OF DIRECTORS' POWERS AND DUTIES**

The Board of Directors shall possess all the powers and duties to:

**3.1.** Contribute financially to the establishment and the continued operation of the task force through the commitment of time and resources, as approved by each party's respective County Board, City Council, or Tribal Council.

**3.2.** Direct the ongoing management and operation of the task force including the establishment of funds and accounts necessary for the task force to comply with state and/or federal guidelines. The Board shall select a Fiscal Agent to be responsible for the accounting and financial obligations of the drug task force operations, to provide for the proper receipts and disbursement of funds, and to perform all other duties normally assigned to the Treasurer of a deliberative body.

**3.3.** Adopt internal written policies and cooperative procedures for the operation of the task force, in order to implement this Agreement to the maximum extent possible.

**3.4.** Jointly plan and provide information, access to training opportunities and technical assistance for the staff members of the individual Parties to facilitate the purpose of the task force, when feasible.

- 3.5.** Elect general legal counsel to provide legal assistance and recommendations relative to the general operations, duties, and functions of the task force members and its Board. That legal counsel shall receive notice for and attend Board of Director meetings, as available.
- 3.6.** Comply with the Minnesota Government Data Practices Act and other applicable rules and procedures that relate to the use, security, dissemination, retention and destruction of records, and maintain confidentiality of information that is not otherwise exempt as provided by law.
- 3.7.** Apply for the use of any state or federal funds or new federal reimbursements to task force programs resulting from federal revenue enhancement to expand expenditures for task force goals.
- 3.8.** Provide an annual report on the progress of the task force to all Parties. This report shall include, but not be limited to, finance, governance, and information management updates.
- 3.9.** Contribute to the collection of data required to complete the task force's evaluation plan and the state annual progress report.
- 3.10.** Adopt by-laws as necessary to conduct Board business.
- 3.11.** Set the financial contribution required from all Parties on an annual basis, as approved by each Party's respective County Board, City Council, or Tribal Council.
- 3.12.** Procure and maintain property, casualty, motor vehicle, liability, and other such insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.
- 3.13.** Elect a person to assist in keeping a record of all proceedings of the Board of Directors and to perform all other duties normally assigned to the Clerk/Secretary of a deliberative body.
- 3.14.** Constitute and convene such committees as it deems necessary and appropriate. The Board shall determine respective membership, duration, structure, if any, designation and the election of officers and operating procedures of any committee. The Chairperson, with the approval of the Board, shall appoint the members and the Chairperson of each committee.
- 3.15.** The Board of Directors shall have the authority to utilize funds received under this Agreement for any of the purposes outlined herein, subject to the requirements and procedures of the Municipal Contracting Law, Minn. Stat. § 471.345 and other applicable law.

#### **4. TERMINATION**

Any Party shall have the right to withdraw from this Agreement or a Party may be terminated from this Agreement as set forth below.

**4.1.** The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on December 31st of the calendar year of withdrawal from this Agreement. The withdrawing Party shall send a copy of such resolution to the Chairperson of the Board of Directors no later than September 30<sup>th</sup> of the calendar year of withdrawal from this agreement.

**4.2.** Upon receipt of the resolution to withdraw, the Chairperson of the Board of Directors shall send a copy of said resolution to each Party within five (5) working days.

**4.3.** When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent year.

**4.4.** The withdrawing Party shall not be entitled to a refund of monies contributed to the task force prior to the effective date of the withdrawal. The Fiscal Agent will provide a fiscal accounting to the withdrawing party of funds within sixty (60) days of the effective date of the withdrawal.

**4.5.** Failure to comply with the terms of this Agreement by any individual Party may result in termination of membership to this Agreement. A Party's termination shall be by a majority vote of the full Board of Directors following consideration of the nature and extent of the violation(s). A terminated Party shall not be entitled to a refund of any contributed monies or property given to the drug task force unless approved by a majority vote of the full Board of Directors.

**4.6.** Notwithstanding any Party's decision to withdraw from this Agreement, or in the case of a Party's termination of membership to this Agreement, this Agreement and the remaining Board of Directors created herein shall continue in force until and unless all remaining Parties mutually agree to terminate the Agreement by joint resolution, or when membership on the Board of Directors is reduced to less than two Parties.

**4.7.** In the case of the Parties' mutual agreement to terminate this Agreement, the Board of Directors shall continue to exist for the limited purpose of discharging the Board of Directors' debts and liabilities, settling its affairs, and disposing of its property.

**4.8.** In the event that the Fiscal Agent exercises its option to withdraw under the terms of this Agreement, the Board of Directors shall solicit a Party to volunteer as the new Fiscal Agent. The new Fiscal Agent shall become effective upon the effective date of the prior Fiscal Agent's withdrawal. If no new Fiscal Agent volunteers, this Agreement shall be terminated, notwithstanding any provision of this Agreement to the contrary.

**5. DISPOSAL OF SURPLUS FUNDS AND PROPERTY UPON TERMINATION**

All property, real and personal, held by the drug task force at the time of termination shall be distributed by resolution of the Board of Directors as allowed by law and in a manner to best accommodate its task force efforts.

**6. INDEBTEDNESS**

The Fiscal Agent shall sign all warrants or other evidence of indebtedness at any time issued by the Brown-Lyon-Redwood-Renville Drug Task Force no larger than \$15,000 per claim. If a claim against the Task Force is higher than \$15,000 it will require prior approval by The Board of Directors or written approval by the Board Chair.

**7. REVENUE**

All revenues of the task force, and the earnings those revenues generate, shall remain property of the task force. The Fiscal Agent shall deposit all monies received on behalf of the Task Force in the bank or depository designated by the Fiscal Agent. All monies shall be deposited in the name of the Brown-Lyon-Redwood-Renville Drug Task Force.

**8. CONTRIBUTIONS**

Each Party to this Agreement that is a police department or sheriff's department shall contribute cash, personnel, and in-kind resources to the task force. Each Party shall assign such licensed peace officers and unlicensed personnel as that party deems appropriate to assist and participate in the Brown-Lyon-Redwood-Renville Drug Task Force. Each Party shall designate and advise all other Parties of the name or names of such person or persons who shall have authority to assign personnel to operate the provisions of this Agreement.

**9. MEMBER RESPONSIBILITIES**

**9.1. Calls for Assistance.** Whenever an officer of a Party believes that assistance is needed from one or more of the other Parties in the enforcement of controlled substance laws, the Party desiring assistance shall make an oral or written request for assistance to another Party or Parties. Upon receipt of a request for assistance, the responding Party or Parties may assign and direct such personnel as that Party deems fit to provide assistance in the nature and to the extent it deems fit. A Party which is requested to provide assistance shall make a good faith effort to provide the assistance requested, but no guarantee is made that the requested assistance will be provided and each Party expressly agrees that failure to provide requested assistance will not result in any liability claim by the requesting Party against the other Party. Whenever a Party provides mutual assistance to another Party under this Agreement, those Parties shall remain an employee and agent of the agency providing assistance. The Party providing the assistance shall remain under the ultimate direction and control of the agency by which they are employed and all acts and coverages shall be the same as if they were acting in the course and scope of the employment of that Party.

**9.2. Officer Authority.** Licensed peace officers and licensed part-time peace officers who act under the terms of this agreement shall be granted peace officer authority to the

full extent authorized by Minnesota Statutes, including, but not limited to Minn. Stat. §§ 629.34 and 629.40. To the extent necessary, the Parties agree that each may grant peace officer authority to licensed peace officers and licensed part-time peace officers already employed in that capacity by another Party. In such cases, the officer so appointed shall for all purposes other than peace officer authority, remain an employee of the initial appointing party for Purposes of this Agreement herein.

**9.3. Coordinating Authority.** The Task Force Commander shall be responsible for the day-to-day operations of the task force including supervision of staff, intelligence sharing, management of confidential funds and coordination with other agencies. The Task Force Commander shall make sure that task force policies and procedures are followed.

**9.4. Fiscal Agency.** The City of New Ulm shall be responsible for fiscal management of the task force grant and other resources such as cash contributions, program income (forfeiture proceeds, restitution, and fines) and oversight of confidential funds. The Fiscal Agent shall present The Board of Directors with a report monthly or as otherwise directed by The Board of Directors, setting forth in detail all monies received and paid out on behalf of the Drug Task Force since the last report. At the end of each fiscal year a similar report shall be presented to The Board of Directors showing all receipts and disbursements of the Drug Task Force for the fiscal year ending. The Fiscal Agent shall complete an audit of all financial resources of the Brown-Lyon-Redwood-Renville Drug Task Force at least annually and shall make such reports available to all Parties. All said reports shall be in such form as may be prescribed by The Board of Directors. Buy funds shall be reconciled at least quarterly and reports shall be distributed to the representative of each Party at the Advisory Board meeting. Any Party to this Agreement may request and obtain access to all financial records pertaining to the fiscal management of the Task Force. The Board of Directors may, in its discretion and at any time, request an independent audit of the Brown-Lyon-Redwood-Renville Drug Task Force's finances.

**9.5. Official Documents:**

The Clerk/Secretary will hold all official Drug Task Force documents.

**9.6. Restitution and Forfeitures.** Any assets or property subject to legal forfeiture as a result of enforcement or obtained under any criminal restitution received under this Agreement shall be used and/or distributed to the Parties as follows:

- a. Assets or proceeds from forfeited property may be reinvested in the task force in accordance with applicable federal and state law with the Board of Directors' approval.
- b. Property may, if practicable, be used and/or distributed amongst the Parties to this Agreement in accordance with federal and state law with the Board of Directors' approval.
- c. In cases subject to federal forfeiture proceedings, distribution of forfeited assets shall be in equal shares among the parties to this joint powers agreement with the federal government receiving either an equal share or its share as governed by federal statutes or regulations.

**d.** All seized, held and/or forfeitable property shall be documented and safeguarded in accordance with the procedures set forth in the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual, and applicable state and federal law.

The Parties agree that in any cases in which the Brown-Lyon-Redwood-Renville Drug Task Force cooperates with another jurisdiction (e.g., another task force or a local, state or federal agency) that the supervising investigators on the scene of any arrest will negotiate a split based upon the amount of effort expended in the investigation and document said agreement.

**9.7. Policy Manual.** The Parties agree to abide by the Brown-Lyon-Redwood-Renville Drug Task Force Policies and Procedures Manual.

## **10. INDEMNIFICATION AND HOLD HARMLESS**

**10.1.** The Brown-Lyon-Redwood-Renville Drug Task Force shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Brown-Lyon-Redwood-Renville Drug Task Force shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes, Chapter 466.

**10.2.** The Brown-Lyon-Redwood-Renville Drug Task Force shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Brown-Lyon-Redwood-Renville Drug Task Force.

**10.3.** The Parties agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statute Section 466.04. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

**10.4.** Each Party shall be responsible and liable for its own personnel, equipment, and supplies and shall have sole title and interest in the equipment and supplies it utilizes as part of this Agreement unless some alternative arrangement is provided for in writing.

**11. MODIFICATION**

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid once they have been reduced to writing and signed by the authorized representatives from each of the Parties.

**12. SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.

**13. FEDERAL / STATE FUNDING**

In the event that the Brown-Lyon-Redwood-Renville Drug Task Force becomes ineligible for State, Federal or local financial participation, the parties agree to review the Agreement within thirty (30) days of the determination of the ineligibility. Notwithstanding any provision of this Agreement to the contrary, any party may withdraw from this Agreement after the thirty-day review of the Agreement following determination of ineligibility under this paragraph upon thirty (30) days written notice.

**14. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument. Counterparts shall be delivered to the Brown-Lyon-Renville Drug Task Force Legal Counsel who will make each a part of this Agreement by attaching each hereto.

**15. MERGER**

This Agreement is the final expression of the agreement of the Parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements.

**IN WITNESS WHEREOF:**

**Brown County**

\_\_\_\_\_  
Chair, Brown County Board of Commissioners  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Brown County Administrator



**IN WITNESS WHEREOF:**

**Lyon County**

\_\_\_\_\_  
Chair, Lyon County Board of Commissioners

Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Lyon County Administrator

**IN WITNESS WHEREOF:**

**Redwood County**

\_\_\_\_\_  
Chair, Redwood County Board of Commissioners

Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Redwood County Administrator

**IN WITNESS WHEREOF:**

**Renville County**

\_\_\_\_\_  
Chair, Renville County Board of Commissioners

Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Renville County Administrator

**IN WITNESS WHEREOF:**

**City of Marshall**

\_\_\_\_\_  
Mayor, Marshall City Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Marshall City Administrator/Clerk

**IN WITNESS WHEREOF:**

**City of New Ulm**

\_\_\_\_\_  
Mayor, New Ulm City Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
New Ulm City Administrator

**IN WITNESS WHEREOF:**

**City of Redwood Falls**

\_\_\_\_\_  
Mayor, Redwood Falls City Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Redwood Falls City Administrator

**IN WITNESS WHEREOF:**

**Lower Sioux Indian Community**

\_\_\_\_\_  
Chair, Lower Sioux Tribal Council  
Dated: \_\_\_\_\_

Attested to:

\_\_\_\_\_  
Lower Sioux Tribal Council Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jim Marshall
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare bicycles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	There are 55 bicycles that have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These bicycles will be sold, donated or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That the bicycles be declared as surplus property by the City of Marshall.



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for SW MN Ducks Unlimited to Host a Bingo Fundraiser
<b>Background Information:</b>	The Marshall Golf Club will be hosting a bingo fundraiser for Ducks Unlimited on February 17 <sup>th</sup> at 800 Country Club Drive.  Gambling permits are issued by the State of MN but require local approval before submittal.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the LG220 Application for Exempt Permit.

**GAMBLING**  
**Application for Exempt Permit**

Registered in the State of Minnesota  
 If you are a resident of Minnesota  
 please file your taxes in Minnesota

...sued to a nonprofit  
 ...g on five or fewer days, and  
 ...0,000 in prizes during a calendar  
 ...prize value for the calendar year will be  
 ...or less, contact the Licensing Specialist assigned to  
 ...ur 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: Ducks Unlimited Southwest mn Chapter 7 Previous Gambling Permit Number: X- 42006-23-023  
 Minnesota Tax ID Number, if any: \_\_\_\_\_ Federal Employer ID Number (FEIN), if any: \_\_\_\_\_  
 Mailing Address: 214 W. College Dr  
 City: Marshall State: MN Zip: 56258 County: Lyon  
 Name of Chief Executive Officer (CEO): Hunter Korte  
 CEO Daytime Phone: 507-829-0777 CEO Email: hunter.korte.du@gmail.com  
 Email permit to (if other than the CEO): \_\_\_\_\_ (permit will be emailed to this email address unless otherwise indicated below)

**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](http://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): Marshall Golf Club  
 Physical Address (do not use P.O. box): 800 Country Club Dr.  
 Check one:  
 City: Marshall Zip: 56258 County: Lyon  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
 Date(s) of activity (for raffles, indicate the date of the drawing): 2-17-24

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](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

# LG220 Application for Exempt Permit

## 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.)

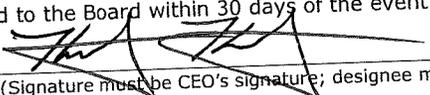
Print Township Name: \_\_\_\_\_

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: 1-3-24

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

Print Name: Hunter Kontz

### 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, consequently, 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.

An equal opportunity employer

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary Liquor License for the Visit Marshall Beer and Wine Festival
<b>Background Information:</b>	<p>Visit Marshall will be hosting their annual Made in Minnesota Craft Beer and Wine Festival on May 18<sup>th</sup> from 3:00 – 6:00pm at the Red Baron Arena &amp; Expo.</p> <p>Breweries and wineries from across Minnesota will have samples available in commemorative glasses. Yard games and concessions will also be available during the festival.</p> <p>More information on the event can be found here:  <a href="https://visitmarshallmn.com/made-in-mn/">https://visitmarshallmn.com/made-in-mn/</a></p> <p>All Temporary Liquor Licenses require municipal approval and final approval from the Alcohol and Gambling Enforcement Division.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for the Visit Marshall Beer and Wine Festival on May 18, 2024.



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

Name of organization	Date organized	Tax exempt number
Marshall Convention & Visitor Bureau		41-1780674

Address	City	State	Zip Code
1651 Victory Drive	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Cassi Weiss	507-537-1865	

Date(s) of event	Type of organization
May 18th 2024	<input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit

Organization officer's name	City	State	Zip Code
Cassi Weiss	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Keith Petermeyer	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Steve Klinkhammer	Marshall	Minnesota	56258

Organization officer's name	City	State	Zip Code
Bryce Gortor	Marshall	Minnesota	56258

Location where permit will be used. If an outdoor area, describe.  
 Red Baron Arena & Expo, 1651 Victory Drive Marshall MN

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
 n/a - Breweries doing samples only.

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

**APPROVAL**

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

City or County approving the license
Fee Amount
Date Fee Paid

Date Approved
Permit Date
City or County E-mail Address
City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**

**PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE E-MAILED. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN).**

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider a Resolution Regarding Write-In Vote Counting, Uniform Election Dates, and Authorization of Election Judge Appointments
<b>Background Information:</b>	During the 2023 legislative session changes were made to allow municipalities to streamline the write-in tally process and to improve the timeliness of reporting election results. One such change being requested is to only have write-in votes only be counted if the total number of write-ins votes for an office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate for that office. The attached resolution is also required to appoint election judges for the March 5 <sup>th</sup> Presidential Nomination Primary Election under Minnesota Statute 204B.21.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To adopt Resolution 24-015 Governing Write- In Vote Counting, Designating Uniform Election Date and authorizing the appointment of election judges.

**RESOLUTION 24-015**

**RESOLUTION GOVERNING WRITE-IN VOTE COUNTING FOR THE CITY OF MARSHALL,  
DESIGNATING UNIFORM ELECTIONS DATES, AND AUTHORIZING APPOINTMENT OF ELECTION  
JUDGES**

**WHEREAS**, Minnesota Statute 204B.09, Subd. 3 authorizes a city to adopt a resolution governing the counting of write-in votes; and

**WHEREAS**, a city that adopts a resolution must do so before the first day of filing for office; and

**WHEREAS**, city and county election officials spend considerable time and resources to count and individually record write-in votes cast, many of which are frivolous; and

**WHEREAS**, in order to save city and county time and resources, it is in the best interest of the City of Marshall, to enforce restrictions on the counting of write-in votes consistent with the provisions of Minnesota Statute 204B.09, Subd. 3

**WHEREAS**, the City of Marshall designates the following dates as Uniform Election Dates for 2024; Second Tuesday in February, Second Tuesday in April, Second Tuesday in May, Second Tuesday in August, and the First Tuesday after the first Monday in November.

**WHEREAS**, the City of Marshall has scheduled elections for the Presidential Nomination Primary on March 5, 2024; Primary Election on August 13, 2024, and the General Election on November 5, 2024, but may call for a special election conforming to the City Charter and the uniform elections dates for 2024.

**NOW THEREFORE BE IT RESOLVED** by the City Council for the City of Marshall, County of Lyon, and State of Minnesota that votes for write-in candidates will only be individually recorded if the total number of write-in votes for an office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate for that office.

**BE IT FURTHER RESOLVED** that the judges for this Presidential Nomination Primary, Primary Election and General Election be appointed as per M.S. 204.B.22;

**BE IT FURTHER RESOLVED** that the City Clerk be and hereby is directed and authorized to appoint the necessary election judges, M.S. 204.B.21, Subd. 2, and purchase the necessary supplies as needed for this election.

**BE IT FURTHER RESOLVED** pursuant to Minnesota Statute 204B.09, Subd. 3, this resolution shall remain in effect until a subsequent resolution on the same subject is adopted by the City of Marshall.

This resolution shall become effective upon its passage and without further publication.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Attest:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	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
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 01/12/2024 - 01/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
6128	ACTION COMPANY LLC	01/19/2024	EFT	0.00	1,530.00	15408
7511	ACTS 20:35 LLC	01/12/2024	Regular	0.00	500.00	123907
0578	AMAZON CAPITAL SERVICES	01/12/2024	EFT	0.00	231.21	15353
0578	AMAZON CAPITAL SERVICES	01/19/2024	EFT	0.00	168.61	15409
0581	AMERICAN ENGINEERING TESTING, INC	01/19/2024	EFT	0.00	3,819.85	15410
4346	AMIRET ELECTRIC	01/19/2024	Regular	0.00	1,314.06	123951
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILI	01/19/2024	EFT	0.00	324.25	15411
0630	ARCTIC GLACIER	01/19/2024	Regular	0.00	295.67	123952
0629	ARNOLD MOTOR SUPPLY	01/19/2024	EFT	1.22	59.97	15412
6883	AT&T MOBILITY II LLC	01/19/2024	Regular	0.00	38.23	123953
0648	AUTOMATIC SYSTEMS GROUP, LLC	01/12/2024	EFT	0.00	2,087.50	15354
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	01/12/2024	EFT	0.00	4,200.00	15355
7519	BAUNE, TANYA	01/19/2024	Regular	0.00	500.00	123954
7505	BEAM TECHNOLOGIES INC	01/19/2024	Bank Draft	0.00	4,162.54	DFT0003560
7505	BEAM TECHNOLOGIES INC	01/19/2024	Bank Draft	0.00	4,162.32	DFT0003604
7505	BEAM TECHNOLOGIES INC	01/19/2024	Bank Draft	0.00	993.73	DFT0003619
0688	BELLBOY CORPORATION	01/12/2024	EFT	0.00	9,933.53	15357
0689	BEND RITE CUSTOM FABRICATION, INC.	01/12/2024	Regular	0.00	327.54	123908
0699	BEVERAGE WHOLESALERS, INC.	01/12/2024	Regular	0.00	17,412.15	123909
0699	BEVERAGE WHOLESALERS, INC.	01/19/2024	Regular	0.00	18,698.85	123955
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	7,361.40	DFT0003547
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	1,472.28	DFT0003548
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	56,498.96	DFT0003549
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	3,896.48	DFT0003550
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	7,361.40	DFT0003592
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	1,472.28	DFT0003593
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	56,498.38	DFT0003594
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	3,896.44	DFT0003595
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	01/19/2024	Bank Draft	0.00	6,104.88	DFT0003620
7512	BOERBOOM, KYLE	01/12/2024	Regular	0.00	500.00	123910
0724	BOLTON & MENK INC	01/19/2024	EFT	0.00	9,321.00	15413
0726	BORCH'S SPORTING GOODS, INC.	01/19/2024	EFT	0.00	139.98	15414
0018	BORDER STATES INDUSTRIES, INC.	01/12/2024	EFT	0.00	384.44	15358
3829	BRAU BROTHERS	01/12/2024	EFT	0.00	569.50	15359
3829	BRAU BROTHERS	01/19/2024	EFT	0.00	298.00	15415
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	01/12/2024	Regular	0.00	3,344.31	123911
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	01/19/2024	Regular	0.00	1,455.95	123956
6539	BREMER BANK CC	01/12/2024	Bank Draft	0.00	522.29	DFT0003615
6539	BREMER BANK CC	01/12/2024	Bank Draft	0.00	1,202.19	DFT0003616
5696	BROTHERS FIRE PROTECTION	01/12/2024	EFT	0.00	996.00	15360
4299	BROWN-LYON-REDWOOD-RENVILLE DRUG TASI	01/19/2024	Regular	0.00	25,990.80	123957
2431	BUELTEL-MOSENG LAND SURVEYING, INC	01/19/2024	EFT	0.00	250.00	15416
6791	CAPITAL ONE	01/12/2024	Regular	0.00	31.52	123915
0815	CATTOOR OIL COMPANY, INC	01/12/2024	EFT	0.00	3,554.10	15361
0832	CGMC, TREASURER	01/19/2024	Regular	0.00	29,825.00	123958
2034	CHANGE FUND	01/12/2024	Regular	0.00	375.00	123950
0836	CHARTER COMMUNICATIONS, LLC	01/19/2024	EFT	0.00	104.20	15417
0836	CHARTER COMMUNICATIONS, LLC	01/19/2024	EFT	0.00	44.99	15418
7507	CIGNA HEALTH AND LIFE INSURANCE COMPAN	01/19/2024	Regular	0.00	1,392.37	123959
5733	CLARITY TELECOM, LLC	01/19/2024	EFT	0.00	348.35	15419
7518	COEQUYT, EMILY	01/19/2024	Regular	0.00	30.00	123961
0865	COLEMAN ELECTRIC COMPANY	01/12/2024	Regular	0.00	2,486.99	123916
7246	COLEMAN MANAGEMENT LLC	01/12/2024	Regular	0.00	16,500.00	123917
7513	COUDRON, ANGIE	01/12/2024	Regular	0.00	500.00	123922

Council Check Report

Date Range: 01/12/2024 - 01/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7394	CRESTED RIVER CANNABIS COMPANY	01/12/2024	EFT	0.00	105.00	15362
7394	CRESTED RIVER CANNABIS COMPANY	01/19/2024	EFT	0.00	775.00	15420
7348	CROSSWINDS INVESTMENTS LLC	01/12/2024	Regular	0.00	1,067.50	123923
3819	DACOTAH PAPER CO	01/12/2024	EFT	1.10	109.35	15363
0948	DAKOTA RIGGERS & TOOL SUPPLY INC	01/12/2024	EFT	0.00	190.87	15364
0950	DAKTRONICS INC	01/12/2024	EFT	0.00	3,275.00	15365
7075	DEMUTH, ROGER	01/19/2024	EFT	0.00	150.00	15421
4356	DIGI-KEY, INC	01/19/2024	EFT	0.00	9.88	15422
5731	DOLL DISTRIBUTING LLC	01/12/2024	EFT	0.00	7,327.10	15366
5731	DOLL DISTRIBUTING LLC	01/19/2024	EFT	0.00	3,250.54	15423
1020	DUININCK, INC.	01/19/2024	EFT	0.00	133,743.89	15424
6700	EYEMED VISION CARE	01/12/2024	Regular	0.00	588.72	123924
1090	FASTENAL COMPANY	01/12/2024	EFT	0.00	215.13	15367
7233	FEDERAL INSURANCE COMPANY	01/12/2024	Regular	0.00	2,793.00	123929
6444	FIRST ARRIVING IO, INC.	01/12/2024	Regular	0.00	846.60	123930
1122	FLAHERTY & HOOD, P.A.	01/19/2024	EFT	0.00	3,246.25	15425
6770	GALLAGHER BENEFIT SERVICES, INC	01/19/2024	EFT	0.00	1,000.00	15426
1158	GALLS INC	01/12/2024	EFT	0.00	632.60	15368
1158	GALLS INC	01/19/2024	EFT	0.00	108.34	15427
6478	GOPHER STATE ONE CALL	01/19/2024	EFT	0.00	54.00	15428
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	01/19/2024	Bank Draft	0.00	393.53	DFT0003554
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	01/19/2024	Bank Draft	0.00	393.53	DFT0003599
7145	HARTFORD LIFE AND ACCIDENT INSURANCE CO	01/19/2024	Bank Draft	0.00	31.81	DFT0003617
1256	HAWKINS INC	01/12/2024	EFT	0.00	27,434.91	15369
1267	HEIMAN INC.	01/12/2024	EFT	0.00	69.00	15370
1271	HENLE PRINTING COMPANY	01/12/2024	EFT	0.00	42.32	15371
1271	HENLE PRINTING COMPANY	01/19/2024	EFT	0.00	741.52	15429
7520	HICKMAN, ASHLEY	01/19/2024	Regular	0.00	500.00	123962
7273	HINTERLAND VINEYARDS	01/19/2024	EFT	0.00	864.00	15430
1325	ICMA RETIREMENT TRUST #300877	01/19/2024	EFT	0.00	50.00	15431
6936	INTEGRITY EMPLOYEE BENEFITS, LLC	01/12/2024	EFT	0.00	3,090.00	15372
1358	INTERNAL REVENUE SERVICE	01/19/2024	Bank Draft	0.00	40.36	DFT0003586
1358	INTERNAL REVENUE SERVICE	01/19/2024	Bank Draft	0.00	651.93	DFT0003587
1358	INTERNAL REVENUE SERVICE	01/19/2024	Bank Draft	0.00	9.44	DFT0003588
1358	INTERNAL REVENUE SERVICE	01/19/2024	Bank Draft	0.00	28,734.68	DFT0003608
1358	INTERNAL REVENUE SERVICE	01/19/2024	Bank Draft	0.00	23,574.01	DFT0003609
1358	INTERNAL REVENUE SERVICE	01/19/2024	Bank Draft	0.00	8,741.90	DFT0003610
6540	INTERNATIONAL CHEMTEX, LLC	01/19/2024	EFT	0.00	976.97	15432
0438	JAHN, ROBERT	01/12/2024	Regular	0.00	500.00	123931
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/12/2024	EFT	0.00	6,895.68	15374
1399	JOHNSON BROTHERS LIQUOR COMPANY	01/19/2024	EFT	0.00	16,709.90	15434
2036	JOHNSON BROTHERS LIQUOR COMPANY	01/12/2024	EFT	0.00	5,706.44	15373
2036	JOHNSON BROTHERS LIQUOR COMPANY	01/19/2024	EFT	0.00	29,634.20	15433
2605	JOHNSON BROTHERS LIQUOR COMPANY	01/19/2024	EFT	0.00	841.90	15436
5447	JOHNSON BROTHERS LIQUOR COMPANY	01/12/2024	EFT	0.00	1,081.35	15375
5447	JOHNSON BROTHERS LIQUOR COMPANY	01/19/2024	EFT	0.00	1,438.30	15435
1400	JOHNSON CONTROLS INC	01/12/2024	Regular	0.00	1,713.60	123932
4140	KRUSE FORD-LINCOLN-MERCURY, INC	01/19/2024	EFT	0.00	299.16	15437
3653	LANGUAGE LINE SERVICES	01/12/2024	EFT	0.00	930.44	15376
1481	LEAGUE OF MINNESOTA CITIES	01/12/2024	Regular	0.00	1,890.00	123933
1481	LEAGUE OF MINNESOTA CITIES	01/19/2024	Regular	0.00	1,070.00	123963
7509	LIVEFREEMG LLC	01/12/2024	Regular	0.00	500.00	123934
1508	LOCKWOOD MOTORS INC	01/12/2024	EFT	0.00	7.30	15377
1545	LYON COUNTY HIGHWAY DEPARTMENT	01/12/2024	EFT	0.00	8,790.67	15378
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	01/19/2024	Regular	0.00	44.51	123964
6292	MADDEN, GALANTER, HANSEN, LLP	01/12/2024	EFT	0.00	331.80	15379
1604	MARSHALL AREA CHAMBER OF COMMERCE	01/12/2024	EFT	0.00	5,308.00	15380
1604	MARSHALL AREA CHAMBER OF COMMERCE	01/19/2024	EFT	0.00	20.00	15438
1623	MARSHALL INDEPENDENT, INC	01/19/2024	Regular	0.00	125.99	123965
1623	MARSHALL INDEPENDENT, INC	01/19/2024	Regular	0.00	2,131.05	123966
5813	MARSHALL LUMBER CO	01/12/2024	EFT	0.00	98.71	15381

Council Check Report

Date Range: 01/12/2024 - 01/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5813	MARSHALL LUMBER CO	01/19/2024	EFT	0.00	33.52	15439
1633	MARSHALL MUNICIPAL UTILITIES	01/12/2024	EFT	0.00	82,053.83	15382
1633	MARSHALL MUNICIPAL UTILITIES	01/19/2024	EFT	0.00	11,993.83	15440
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	01/12/2024	EFT	0.27	36.70	15385
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	01/19/2024	EFT	4.16	204.04	15441
1637	MARSHALL PUBLIC SCHOOLS	01/19/2024	EFT	0.00	2,843.24	15442
3545	MARSHALL RADIO	01/12/2024	EFT	0.00	2,000.00	15386
7077	MEDSURETY, LLC	01/12/2024	Bank Draft	0.00	2,163.12	DFT0003583
7077	MEDSURETY, LLC	01/16/2024	Bank Draft	0.00	276.00	DFT0003612
7077	MEDSURETY, LLC	01/16/2024	Bank Draft	0.00	175.10	DFT0003614
4980	MENARDS INC	01/12/2024	EFT	0.00	331.00	15387
4980	MENARDS INC	01/19/2024	EFT	0.00	194.40	15443
1002	MINNESOTA DEPARTMENT OF NATURAL RESOL	01/12/2024	Regular	0.00	140.00	123935
4095	MINNESOTA DEPARTMENT OF PUBLIC SAFETY	01/12/2024	Regular	0.00	25.00	123936
1818	MINNESOTA DEPARTMENT OF REVENUE	01/19/2024	Bank Draft	0.00	388.96	DFT0003589
1818	MINNESOTA DEPARTMENT OF REVENUE	01/19/2024	Bank Draft	0.00	11,887.77	DFT0003611
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	01/12/2024	EFT	0.00	400.00	15388
1808	MINNESOTA MUNICIPAL UTILITIES ASSOCIATIO	01/19/2024	EFT	0.00	6,830.00	15444
3669	MINNESOTA STATE RETIREMENT SYSTEM	01/19/2024	Bank Draft	0.00	10,544.21	DFT0003605
4896	MINNWEST PLUMBING & HEATING	01/12/2024	Regular	0.00	2,798.50	123937
1757	MN CHILD SUPPORT PAYMENT CENTER	01/19/2024	Bank Draft	0.00	386.70	DFT0003600
1757	MN CHILD SUPPORT PAYMENT CENTER	01/19/2024	Bank Draft	0.00	170.74	DFT0003601
0969	MN DEPT OF LABOR & INDUSTRY	01/12/2024	Regular	0.00	1,201.96	123938
0974	MN STATE FIRE DEPT ASSN	01/12/2024	Regular	0.00	450.00	123939
1864	MONTES ELECTRIC INC	01/12/2024	Regular	0.00	1,221.20	123940
1877	MOTION INDUSTRIES INC	01/12/2024	EFT	9.73	1,004.59	15389
7516	MYHRE, ERIC	01/19/2024	Regular	0.00	500.00	123969
5035	NATIONAL PELRA	01/19/2024	Regular	0.00	100.00	123970
2512	NATIONWIDE RETIREMENT	01/19/2024	Bank Draft	0.00	325.00	DFT0003584
2512	NATIONWIDE RETIREMENT	01/19/2024	Bank Draft	0.00	1,809.14	DFT0003585
2512	NATIONWIDE RETIREMENT	01/19/2024	Bank Draft	0.00	100.00	DFT0003596
1945	NORM'S GTC	01/12/2024	Regular	0.00	105.60	123941
1945	NORM'S GTC	01/19/2024	Regular	0.00	40.98	123971
4372	NORTHERN CONSULTING ACTUARIES, INC	01/19/2024	EFT	0.00	5,700.00	15445
5891	ONE OFFICE SOLUTION	01/12/2024	EFT	0.00	16.66	15390
3809	O'REILLY AUTOMOTIVE STORES, INC	01/19/2024	EFT	0.00	596.48	15446
1243	PATZERS INC	01/12/2024	EFT	0.00	289.65	15391
2019	PAUSTIS WINE COMPANY	01/19/2024	EFT	0.00	3,239.75	15447
5707	PAYPAL INC	01/16/2024	Bank Draft	0.00	29.99	DFT0003613
6886	PEGEL, JASPER	01/12/2024	Regular	0.00	1,500.00	123942
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	01/12/2024	EFT	0.00	91.50	15392
2028	PERA OF MINNESOTA REG	01/19/2024	Bank Draft	0.00	56,910.06	DFT0003603
7277	PETRICH, DESIREE	01/12/2024	EFT	0.00	500.00	15393
2049	PLUNKETTS PEST CONTROL INC	01/19/2024	EFT	0.00	41.82	15448
2064	POWERPLAN	01/12/2024	Regular	0.00	91.89	123943
6166	PULVER MOTOR SVC, LLC	01/12/2024	EFT	0.00	80.00	15394
6166	PULVER MOTOR SVC, LLC	01/19/2024	EFT	0.00	80.00	15449
7322	QUADIENT FINANCE USA, INC	01/12/2024	Regular	0.00	128.82	123944
4584	QUALIFICATION TARGETS, INC	01/12/2024	Regular	0.00	546.00	123945
2096	QUARNSTROM & DOERING, PA	01/12/2024	EFT	0.00	200.00	15395
6355	REVIZE, LLC	01/19/2024	EFT	0.00	2,400.00	15450
0707	ROADSIDE DEVELOPERS INC	01/19/2024	Regular	0.00	100.00	123972
5180	RTVISION INC	01/12/2024	EFT	0.00	1,925.00	15396
5180	RTVISION INC	01/19/2024	EFT	0.00	4,200.00	15451
2201	RUNNING SUPPLY, INC	01/12/2024	EFT	0.00	110.95	15397
6748	SANFORD HEALTH NETWORK	01/19/2024	Regular	0.00	1,760.00	123973
3630	SCHOLTEN, ANTHONY	01/19/2024	EFT	0.00	245.00	15452
6251	SHRED RIGHT	01/12/2024	EFT	0.00	40.00	15398
6735	SMALL LOT COOP, LLC	01/19/2024	EFT	0.00	854.40	15453
3495	SMSU	01/12/2024	EFT	0.00	250.00	15399
4855	SOUTHERN GLAZER'S	01/12/2024	EFT	0.00	8,790.01	15400

Council Check Report

Date Range: 01/12/2024 - 01/23/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
4855	SOUTHERN GLAZER'S	01/19/2024	EFT	0.00	7,288.06	15454
6767	SOUTHWEST ADULT BASIC EDUCATION	01/19/2024	Regular	0.00	1,500.00	123974
2387	SOUTHWEST MINNESOTA CHAPTER OF I.C.C.	01/12/2024	Regular	0.00	150.00	123946
2318	SOUTHWEST SANITATION INC.	01/12/2024	EFT	0.00	2,975.80	15401
5922	SRF CONSULTING GROUP, INC.	01/19/2024	EFT	0.00	6,029.82	15455
7515	ST. CLOUD STATE UNIVERSITY PACE	01/12/2024	Regular	0.00	375.00	123947
6277	TALKING WATERS BREWING CO, LLC	01/19/2024	EFT	0.00	695.00	15456
0875	THE COMPUTER MAN INC	01/12/2024	EFT	0.00	2,239.00	15402
0875	THE COMPUTER MAN INC	01/19/2024	EFT	0.00	2,072.00	15457
6709	THERMO KING OF SIOUX FALLS INC	01/19/2024	EFT	0.00	919.42	15458
7517	THOMASSON, JAMES	01/19/2024	Regular	0.00	500.00	123975
2428	TITAN MACHINERY	01/19/2024	EFT	0.00	1,443.22	15459
0853	ULTIMATE SAFETY CONCEPTS, INC.	01/12/2024	EFT	0.00	90.22	15403
7377	URRY, MCKENZIE	01/19/2024	EFT	0.00	223.00	15460
3443	VALIC DEFERRED COMP	01/19/2024	Bank Draft	0.00	1,017.31	DFT0003597
3443	VALIC DEFERRED COMP	01/19/2024	Bank Draft	0.00	1,396.15	DFT0003598
6901	VAN METER INC	01/19/2024	EFT	2.40	238.03	15461
7514	VAN MEVEREN, CURT	01/12/2024	Regular	0.00	2,500.00	123948
7514	VAN MEVEREN, CURT	01/19/2024	Regular	0.00	500.00	123976
7510	VANOVERBEKE, KLAYTON	01/12/2024	Regular	0.00	500.00	123949
4489	VERIZON WIRELESS	01/12/2024	EFT	0.00	35.01	15404
0164	VESSCO, INC	01/12/2024	EFT	0.00	2,452.95	15405
2538	VIKING COCA COLA BOTTLING CO.	01/12/2024	EFT	0.00	276.70	15406
2538	VIKING COCA COLA BOTTLING CO.	01/19/2024	EFT	0.00	225.80	15462
4594	VINOCOPIA INC	01/12/2024	EFT	0.00	1,044.02	15407
6085	VOYA - INVESTORS CHOICE	01/19/2024	Bank Draft	0.00	2,243.26	DFT0003606
2583	WEST CENTRAL FIRE DEPARTMENT ASSOCIATIO	01/19/2024	Regular	0.00	55.00	123977
2599	WINE COMPANY	01/19/2024	EFT	0.00	1,212.00	15463

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	122	57	0.00	152,079.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	39	39	0.00	308,000.27
EFT's	192	108	18.88	470,957.42
<b>Total</b>	<b>353</b>	<b>204</b>	<b>18.88</b>	<b>931,037.05</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	122	57	0.00	152,079.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	39	39	0.00	308,000.27
EFT's	192	108	18.88	470,957.42
	<b>353</b>	<b>204</b>	<b>18.88</b>	<b>931,037.05</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	1/2024	931,037.05
			<b>931,037.05</b>

CITY OF MARSHALL, MINNESOTA  
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS  
 1/23/2024

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						11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction R & G Construction Co.	3,845,497.31	39,670.13	3,885,167.44	3,039,722.04	2,661,221.96	66,794.00				331,615.60	91.46%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field Doom & Cuyper's Construction, Inc.	171,642.00	6,078.00	177,720.00				3,504,518.66	13,497.66	35,535.52	720.00	99.59%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat City Staff - Street/Airport	75,000.00		75,000.00				159,875.40	17,124.60	-	23,459.37	68.72%
				<b>9,122,339.31</b>	<b>795,108.13</b>	<b>9,917,447.44</b>	<b>3,039,722.04</b>	<b>2,661,221.96</b>	<b>118,334.63</b>		<b>30,622.26</b>	<b>47,357.52</b>	<b>355,794.97</b>	

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Wastewater Treatment Plant Generator Woodward Controller Replacement
<b>Background Information:</b>	<p>The main plant generator located at the wastewater facility was put into service in October 2003. The generator is used to provide critical emergency power to the plant in the event of an outage. It is also used by MMU to load shed during peak energy demand events which helps to keep electrical rates low in Marshall.</p> <p>The generator utilizes a seamless power transfer switchgear to switch between generator and utility power. This is accomplished by utilizing a Woodward EGCP-2 Sync and Load Control Module that monitors the power and Hz of both the generator and the utility power along with critical generator operating parameters. The EGCP-2 will connect the generator to the utility power, slowly transfer the electrical load to the generator, and once completed, will disconnect the wastewater facility from the utility power. The reverse happens when switching back to utility power.</p> <p>Our existing Woodward EGCP-2 computer is over 21 years old and was identified as obsolete during routine maintenance by Ziegler Power Systems. We have had three separate recent failures in 2018, 2019, and 2020 in which, after removing and cycling power, the computer recovered. Because it is obsolete, and parts are not available anymore, replacement is recommended. Two other components, the switchgear PLC and Generator Set Controller, were also identified as obsolete and we will be budgeting to replace them in the near future.</p>
<b>Fiscal Impact:</b>	The Wastewater CIP includes funds to cover the \$52,162.10.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorizes replacing the existing EGCP-2 with a EasyGen controller.

Date: 8/22/2023



Proposal # MN23-003

8050 County Rd 101 East  
Shakopee, MN 55379

952-445-4292 888-320-4292

To: Scott Truedson  
CITY OF MARSHALL  
344 W MAIN ST  
MARSHALL MN 56258-1313

From: Ziegler Power Systems AES  
Advanced Electrical Services  
Location: Switchgear  
Equipment: SE-12966

*WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS*

Ziegler Inc. will provide electrical service for the your equipment per the scope of work described below. **For further information on this service, please contact Shaun Kelly at 612.505.4654, or shaun.kelly@zieglercat.com.**

Cost: \$52,162.10

Description of Service:

Upgrade switchgear by removing and replacing the existing EGCP-2 with an EasyGen controller on States Electric Switchgear. Delivery is 32-36 weeks from approval.

\* Upon completion of this work, you will be invoiced for the agreed upon amount plus any applicable taxes, service supplies and environmental charges.

**ACCEPTED BY:**

*Respectfully submitted,*

Please Sign Name:

*Shaun Kelly*

Please Print Name:

**Advanced Electrical Services Sales  
ZIEGLER POWER SYSTEMS**

Date:

Date:

8/22/2023

PO #:

### Customer Responsibilities

- Provide access to facility and equipment as required to perform this scope of work.
- Provide facility contact name and phone number for all scheduling and related activities.
- Provide a clean, safe, and well lighted work environment for Ziegler and their sub-contractors, if any.
- Provide auxiliary power during the project (if necessary), unless noted above.
- Provide 480v 200A connection point for test set (low-voltage primary injection circuit breaker testing only)
- In order to perform many of the proposed electrical services below a planned outage may be required. Parts of your electrical system will need to be de-energized to protect your equipment and for the safety of Ziegler's Advanced Electrical Services technicians.

### Project Cost

- This pricing is based on all work being performed during normal business hours with minimal standby time unless noted above.

### Proposal Notes

- Payment Terms: Net 30
- This pricing is based on all work being performed normal business hours (M-F: 7:30am - 4:00pm) unless otherwise noted above.
- A signed agreement and Purchase Order is required to confirm initiation of the project.
- All work will be scheduled/completed on consecutive days. Added trips are subject to additional labor and travel expenses.
- This proposal is based on providing the items and labor as required to complete the scope of this work. It does not include any additional parts or labor to repair any unknown or hidden damage to existing equipment or material. Ziegler Power Systems will request authorization to proceed prior to making and remedial repairs.
- If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales and any other applicable taxes will be added.
- Order will be invoiced 100% upon completion.
- This proposal is valid for 30 days from date shown.

### **Low Voltage Switchboard Retrofit (States #: SE-12966) consisting of the following:**

#### Components:

- |    |  |
|----|--|
| 1  | Woodward EasyGen Controller  |
| 6  | Control relay: 24VDC Coil, 3PDT, with led and test button  |
| 6  | Relay base for A-B P/N 700-HB33**** relays   |
| 6  | Retainer Clip for 700-HB/HJ Relay w/ Socket 700-HN154  |
| 1  | Diode Block: Three diodes, 60A, 480VAC max   |
| 2  | Battery: SLA, 6 cell, 12VDC, 26Ah, 9.8"L x 3.8"W x 6.1"H, 20.9lbs, Operating Temp Range: -40C - 50<br>Float Voltage: 2.28Vpc |
| 1  | Battery Charger: 12/24VDC, 120/208-240VAC, 60Hz Input, 10A charge, current limited, 5 alarms                                 |
| Lo | 5A 1-Pole Miniature circuit breaker, 480Y/277VAC, 60/125VDC, UL489, C-curve  |
| Lo | 30A 2-Pole Miniature circuit breaker, 480Y/277VAC, 60/125VDC, UL489, C-curve   |
| Lo | Nameplates, screw attached   |
| Lo | 14AWG, 16AWG, 18AWG type SIS control wire  |

- Lo Terminal block: 27A 600V
- Lo Terminal block: 27A 600V, green grounding
- Lo Updated system drawings

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Highway 23/South Saratoga Street Manhole Refurbishing
<b>Background Information:</b>	<p>The Wastewater Department continues to have our worst sanitary manholes relined to stop hydrogen sulfide corrosion and the infiltration of ground water into the sanitary system. Two manholes, MH9SW30 and MH9SW32 located near the intersection MN 23 and South Saratoga Street, have been identified as being structurally compromised and beyond simply relining. The manholes are 17' deep and are in an area with high groundwater.</p> <p>We have received a quote from Hydro-Klean LLC for \$48,970 to install an HDPE liner with welded seams. Approximately 6" of high strength concrete is poured between the HDPE liner and the existing manhole inside walls which will restore the structural integrity of the manhole. Unforeseen repairs due to groundwater infiltration could add additional time and material costs.</p>
<b>Fiscal Impact:</b>	The wastewater department has \$60,000 in our 2024 budget for these repairs.
<b>Alternative/Variations:</b>	An alternate quote from Visu-Sewer for \$32,555 to install woven fiberglass saturated with a non-porous internal PVC membrane and an epoxy resin. Structural integrity is gained from the hardened fiberglass shell. Unforeseen repairs due to groundwater infiltration could add additional time and material costs.
<b>Recommendations:</b>	that the Council accepts the quote from Hydro-Klean for \$48,970, because of the added strength provided by the addition of the concrete.



Hydro-Klean, LLC  
 333 NW 49th Place  
 Des Moines, IA, 50313  
 Phone: 515-283-0500

## Quote

Quote Nbr.: PQ000253  
 Order Date: 12/27/2023  
 Valid Until: 03/26/2024  
 Sales Person: Jake Nanti  
 Customer ID: 100474  
 Payment Terms: Net 30 Days

Job Site:
City of Marshall, MN 344 W. Main Street Marshall MN 56258 United States of America

Bill to:
City of Marshall, MN 344 W. Main Street Marshall MN 56258 United States of America

### Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

HK Solutions Group will provide all equipment, labor, and material to rehabilitate two existing sanitary sewer manholes (9SW30 & 9SW32, via Monoform Plus Liner Installation. The structures will be prepared by cleaning the interior of any loose and latent material, removal of existing castings and surrounding surface, demo and removal of existing precast eccentric cones, removal and rebuilding existing bench and invert (new 24" channel, 5mm HDPE smooth with bench inlay 3mm HDPE Agru Sure-Grip) providing smooth flow lines from inlet pipe to outlet pipe, Monoform new wall section with 4,500 psi concrete with integrated 3mm Agru Sure-Grip HDPE barrier, form as a eccentric flat-top to elevation (see drawing), provide and set new casting at grade, perform thermal welding of interior seams, perform high-voltage spark-test certification. **If active groundwater infiltration is present and sealing is required, injection grouting will be performed on a time and material basis.**

Our only request is that the City of Marshall provide a Jet-Vac and operator to vacuum debris from manhole as needed, pick up and dispose of the construction debris (pavement, chimney demo rubble, old casting, etc.) generated from the process. A charge for crew & equipment mobilization is included to cover travel time, fuel, per-diem and lodging.

25% of the project total will be invoiced on date of signed purchase order.

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Mobilization	1.0000	EACH	3,070.0000	3,070.00
	Monoform Plus MH 9 SW 30	1.0000	EACH	22,950.0000	22,950.00
	Monoform Plus MH 9 SW 32	1.0000	EACH	22,950.0000	22,950.00
	Injection Grouting, Labor	0.0000	HOUR	330.0000	0.00
	Injection Grouting, Material	0.0000	GALLON	120.0000	0.00

<b>*NOTE: Quote does not include any applicable taxes</b>				<b>*Quote Total:</b>	48,970.00
Prepared By:	Jake Nanti	Accepted By:	_____		
Approved By:	Michael Ingham	Date:	_____		
		PO#:	_____		



## Proposal

To: Roger Cauwels  
City of Marshall  
600 Erie Road  
Marshall, MN 56258  
507-537-6776

From: Todd Stelmacher  
Visu-Sewer, Inc  
19587 Tamarack St NW  
Oak Grove, MN 55011  
763-252-0004

**Date:** 10/17/2023

**Project:** Triplex Cured-In-Place Manhole Lining

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Visu-Sewer is pleased to offer the following service:

Install 6800 Series Triplex CIPM Liner to the walls and bench in two (2) 48" diameter manholes for approximately 33 Vertical Feet. The Triplex liner will include multiple layers of structural woven fiberglass saturated with a non-porous internal PVC membrane and an epoxy resin.

Manholes included in the project are MH9SW30 and MH9SW32. Unless specified, bypass pumping, lining the invert and obstruction removal is not included. Visu-Sewer will provide all labor, and equipment to complete this project. All work will be in accordance with the manufacturer's specifications.

**Pricing:**

**Mobilization - \$5,000.00 Lump Sum**

**Installation of CIPM - \$835.00 per Vertical Foot (based on 33 VF in 2 MHs)**

(Total Project Estimated to be \$32,555.00 based on 33 VF of 48" MHs)

**Note:** Due to volatility in material pricing and availability this proposal is valid for 30 days from the date of origination. If a signed proposal has not been received within 30 days price(s) may be adjusted upon mutual agreement, or the proposal may be withdrawn by either party.

The City of Marshall will need to provide drivable equipment access to all manholes, detailed maps with naming conventions, water from nearby hydrants without charge, a dump site for captured debris without charge, and traffic control beyond cones and signs.

[www.visu-sewer.com](http://www.visu-sewer.com)

**WISCONSIN - ILLINOIS - MINNESOTA - IOWA - MISSOURI - VIRGINIA - OHIO**

## Proposal

To: Roger Cauwels  
City of Marshall  
600 Erie Road  
Marshall, MN 56258  
507-537-6776

From: Todd Stelmacher  
Visu-Sewer, Inc  
19587 Tamarack St NW  
Oak Grove, MN 55011  
763-252-0004

**Date:** 11/22/2023

**Project:** Manhole Grouting

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Visu-Sewer is pleased to offer the following service:

Pressure grouting of two (2) manholes in the City of Marshall. Visu-Sewer will provide all labor, equipment, and material to complete this project. The City of Marshall shall provide access to all manholes, fresh water for our grout truck and any traffic control beyond cones and signs.

T&M Price - Labor \$310.00 per hour (Port to Port)  
Material \$12.00 per gallon (AV100 Grout)

Thank you for the opportunity to quote on this project. If you have any questions, please do not hesitate to contact me at 763-252-0004.

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All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to standard practices or specifications submitted. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If a collapse of the original pipe results during the lining process, Visu-Sewer will not be held liable for costs associated with excavation, repairs or restoration. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Terms - Net 30 days.

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## Acceptance of Proposal

The above prices / conditions are satisfactory and are hereby accepted. Visu-Sewer, Inc. is authorized to do the work as specified.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	PK-013 RRFB and Trail Extension at County Road 7 – Proposed Plan and Design
<b>Background Information:</b>	<p>The Camden Trail realignment is a proposed project to install a 10’ wide trail on the top of the existing levee.</p> <p>The proposed alignment for the Camden Trail Realignment is identified in the included exhibit. The trail is proposed to start approximately 640’ west of CR 7, cross CR 7 with a new RRFB and end at a connection point approximately 100’ east of CR 7. The existing trail will be partially removed along the current alignments including removal of the pedestrian ramps.</p> <p>The City Council authorized staff to submit an application for an Active Transportation (AT) Grant at their December 27, 2022 City Council meeting. On July 27, 2023 city engineering staff was notified that the PK-013 project was selected for the AT Program funds. On October 10, 2023, the City Council awarded the Proposal for Professional Services to Bolton &amp; Menk, Inc. of Mankato, Minnesota, for the development of construction plans, including preliminary and final design engineering services, to ready the improvement project for competitive bidding for the 2022 Active Transportation (AT) Infrastructure Project.</p> <p>This project was presented to the PI/T Committee at their meeting on December 12, 2023. Property owners along the realignment were notified to let them know that this project would be discussed at the December 12, 2023 Public Improvement/Transportation (PI/T) Committee meeting. Input was received from the two adjoining property owners. Concerns were brought forward by the adjacent residential property owner regarding extra pedestrian traffic next to the residential property, trespassing onto private property by both people and pets, proximity of the trail to the home, trail user safety crossing the highway, and drainage issues around the residential property. The unapproved PI/T Committee meeting minutes are included for reference.</p> <p>The proposed trail alignment occurs entirely on City flood control property. City staff has made contact with US Army Corps of Engineers staff and is also working with the Lyon County Engineering Department and do not foresee any permitting issues with the proposed alignment. Staff did some preliminary survey and verified that drainage on the residential property generally flows south, away from the levee and the proposed trail. Staff will take care to ensure that the constructed trail</p>

<b>Fiscal Impact:</b>	Project PK-013 consists of three project areas with an estimated construction cost of \$360,381 including a 20% contingency. The Camden Trail Realignment has an estimated construction cost of \$156,636 including a 20% contingency. This is a preliminary estimate, and the cost will be better identified as staff works through a more detailed project design. An AT Grant has been awarded for the project in the amount of \$360,381.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council approve the provided layout and general design considerations and authorize further design.



-UNAPPROVED-

**MINUTES**  
**PUBLIC IMPROVEMENT/TRANSPORTATION COMMITTEE MEETING**  
**December 12, 2023**  
**4:00 PM**

**MEMBERS PRESENT:** Schafer, Lozinski, Alcorn  
**MEMBERS ABSENT:** None  
**STAFF PRESENT:** Director of Public Works/City Engineer Jason Anderson,  
Assistant City Engineer Eric Hanson,  
Senior Engineering Specialist, Geoff Stelter  
City Administrator, Sharon Hanson  
Director of Administrative Services E.J. Moberg  
**OTHERS PRESENT:** Steven Anderson, City Clerk; Pamela Whitmore, City Attorney; Preston Stensrud, Park and Rec  
Supervisor; Jamie Lanners, Representative of Lanners Brother Construction, Bryan Arzdorf and  
Stacey Ross.

**Call to Order**

Schafer called the meeting to order at 4:00 pm.

**1. Approval of the Minutes**

MOTION BY Lozinski SECOND BY Alcorn to approve the minutes of the November 28, 2023 Public Improvement/Transportation Committee meeting. ALL VOTED IN FAVOR. MOTION PASSED 3:0.

**2. PK-013 RRFB and Trail Extension at County Road 7 – Proposed Plan and Design**

The Camden Trail realignment is a proposed project to install a 10' wide trail on the top of the existing levee. Property owners along the realignment were notified to let them know that this project would be discussed at this Public Improvement/Transportation (PI/T) Committee meeting. The property owners have been invited to this meeting to view the proposed project and offer their perspective regarding the proposed alignment and design considerations for the project. The proposed alignment for the Camden Trail Realignment is identified in the included exhibit. The trail is proposed to start approximately 640' west of CR 7, cross CR 7 with a new RRFB and end at a connection point approximately 100' east of CR 7. The existing trail will be partially removed along the current alignments including removal of the pedestrian ramps. The City Council authorized staff to submit an application for an Active Transportation (AT) Grant at their December 27, 2022 City Council meeting. On July 27, 2023 city engineering staff was notified that the PK-013 project was selected for the AT Program funds. On October 10, 2023, the City Council awarded the Proposal for Professional Services to Bolton & Menk, Inc. of Mankato, Minnesota, for the development of construction plans, including preliminary and final design engineering services, to ready the improvement project for competitive bidding for the 2022 Active Transportation (AT) Infrastructure Project.

Project PK-013 consists of three project areas with an estimated construction cost of \$360,381 including a 20% contingency. The Camden Trail Realignment has an estimated construction cost of \$156,636 including a 20% contingency. This is a preliminary estimate, and the cost will be better identified as staff works through a more detailed project design. An AT Grant has been awarded for the project in the amount of \$360,381.

Schafer opened the discussion up to members of the audience. Jamie Lanners believed that the City of Marshall purchased part of the original property to create a right of way for the path. One of her concerns was about if the city had plans on removing the existing blacktop. Lanners stated how useful it was to have the blacktop for snow removal. Eric Hanson mentioned that the portion of the trail that connects to the re-alignment would be terminated but the remainder of the blacktop was not currently in the plans to remove. Stacey Ross at 2653 County Road 7 was in attendance and voiced some of her concerns. One of her largest concerns was about safety and security. Many citizens

tend to have unleashed animals and many of those animals leave leftovers on their property. A number of people also trespass onto her property believing it to still be a part of the levee. When the levee project was implemented, the city had purchased and planted a number of trees to create a natural barrier at her property. The heavy clay soil in the area that was planted led to many of the plants dying and additional cost for her to removed. Ross also had concerns with the distance of the proposed trail to her home. Schafer pointed out a number of other properties within the city that were closer to the bike trail such as 106 C Street that was 22 feet from the path. Ross's property based on aerial photography showed that the proposed trail would be 40-45 feet from her house. The closest bike path that was located to a home in city limits was 411 Whitney Street that had the path within 11 feet of the building. Ross also expressed her concerns about the levy altering the drainage on her property and that the water used to drain to the river but no longer can. The culvert towards the west of her house also seems to be ineffective at moving water towards the river. Anderson addressed the concern with drainage and that the engineering department would be looking into possible solutions. Arzdorf spoke about the draining on the property before the levee was put into place and said that the water in the area never drained to the river. Most of the water came from the South off the Schmitt property at 2641 County Road 7. Schafer spoke about the master plan for the city and the Camden Regional Trail. Anderson said the current alignment of the trail at County Road 7 was too far south and would be moved north to be in line with the levee and a curve would be added to create a natural slowing point. The PI&T committee had spoken about County Road 7 numerous times and had spoken to Lyon County about a possible speed reduction for the road. The conversation circled back to landscaping and options on possible barriers between the Ross property and the trail realignment. Ross indicated that a fence would be more welcome than trees or bushes as there was a history of the plants not being able to survive. Based on the testimony from Ross, Chairperson Schafer tabled the item until the engineering department could do additional survey and research into the concerns of the property owner at 2653 County Road 7.

### **3. Project AP-003: Airport Snow Removal Equipment (SRE) Building**

The City of Marshall Public Works desires to construct a new Snow Removal Equipment (SRE) and Maintenance Equipment Storage Building at the Southwest Minnesota Regional Airport. The existing building does not adequately accommodate all airport maintenance equipment storage needs. The new facility is planned to be constructed on the East Building Area of the airport, as shown on the recently completed Airport Master Plan. The Project has been identified on the Airport CIP since FFY2011.

The following is the most recent timeline received from TKDA, the City's consultant:

- o Advertise for Bids – December 15, 2023
- o Bid Opening – January 16, 2023
- o Contract Award – February 2024
- o Material Order (Materials on hand) – March 2024 (City will need to carry costs until grant award which will likely be no sooner than 09/2024.)
- o Grant Applications – March 2024
- o Notice to Proceed – June 2024
- o Construction Completion – July 2025

Based on the attached presentation from TKDA, the current construction cost ranges from approximately \$3,345,000 to \$3,697,000. A Grant Initiation Request for Federal Assistance was submitted to the FAA in October with a total estimated project cost, including engineering and inspection fees, of \$4,000,000. Local cost participation based on this estimate is approximately \$800,000.

MOTION BY Alcorn SECOND BY Lozinski to recommend to Council to authorize advertisement for bids for Project AP-003: Airport Snow Removal Equipment (SRE) Building. ALL VOTED IN FAVOR. MOTION PASSED 3:0.

### **Adjourn**

MOTION BY Lozinski SECOND BY Alcorn to adjourn the meeting. ALL VOTED IN FAVOR. MOTION PASSED 3:0. The meeting adjourned at 4:42 pm.

Respectfully submitted,  
Steven Anderson, City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.
<b>Background Information:</b>	<p>This project consists of: reconstruction of the sidewalk, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities will be replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work.</p> <p>At their meeting on November 28, 2023, the City Council adopted the Resolution Ordering Improvement and Preparation of Plans for the project.</p> <p>The plans and specifications have been prepared by City staff for the above-referenced project. If the City Council decides to proceed with this project, a resolution has been prepared approving the plans and specifications and ordering advertisement for bids.</p>
<b>Fiscal Impact:</b>	<p>The engineer’s estimate for the construction portion of the project is \$1,737,800. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is \$2,217,500.00.</p> <p>All improvements will be assessed according to the current Special Assessment Policy, including, but not limited to, participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation. Final approval of each project must include determination of funding sources.</p>
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt the Resolution 24-014, which is the “Resolution Approving Plans and Specifications and Ordering Advertisement for Bids” for Project ST-012-2024: South Whitney Street Reconstruction Project.

**RESOLUTION NUMBER 24-014**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING ADVERTISEMENT FOR BIDS**

WHEREAS, pursuant to a resolution passed by the council on November 28, 2023, the City Engineer has prepared plans and specifications under the following project in the following location and has presented such plans and specifications to the Council for approval.

**PROJECT ST-012-2024: SOUTH WHITNEY STREET RECONSTRUCTION PROJECT (E COLLEGE DR TO JEAN AVE)** -- This project consists of: reconstruction of the sidewalk, roadways and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities will be replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included in this project are pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work.

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official newspaper, the Marshall Independent, in Finance & Commerce, on the City of Marshall website, eGram, and on the Mn/DOT eAdvert website, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published two times in the Marshall Independent, one time in Finance & Commerce, and continuously on the City of Marshall website, eGram and the Mn/DOT eAdvert website until the date of bid opening, shall specify the work to be done, shall state the date, time and place that the bids will be received by the City Clerk, which time they will be publicly opened by the City Clerk and Director of Public Works/City Engineer, will then be tabulated, and will indicate the date, time and place time that the bids will be considered by the City Council. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the City Clerk for 10 percent of the amount of such bid.

Passed and adopted by the Council this 23<sup>rd</sup> day of January, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

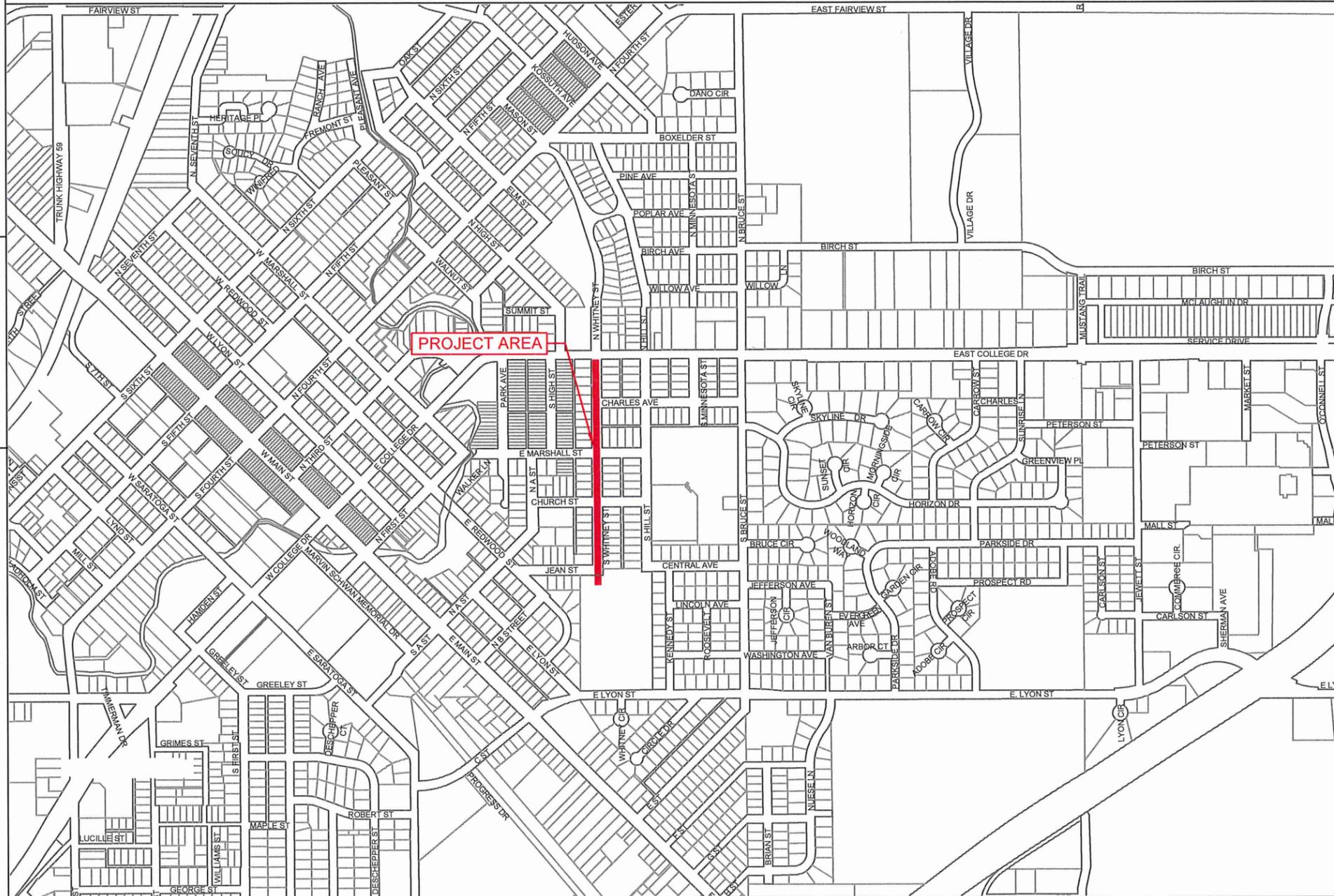
# State Of Minnesota City of Marshall, Minnesota Project Number ST-012-2024

Construction Plans for Sanitary Sewer, Storm Sewer, Watermain, Curb and Gutter, Driveways, Sidewalk, Bituminous Surfacing, and Misc. Work for

## South Whitney Street Reconstruction

Whitney Street from East College Drive to Jean Street

SECTION 4 T111N, R41W



### LEGEND

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

### SPECIFICATION REFERENCE

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

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

### PROJECT LENGTH

GROSS LENGTH WHITNEY ST.	1577	FEET	0.30	MILES
EXCEPTIONS	0	FEET	0.0	MILES
TOTAL	1577	FEET	0.30	MILES

### DESIGN DATA

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

### SCALES

PLAN	1"=40'
PROFILE	1"=5'
INDEX MAP	1"=100'
GENERAL LAYOUT	1"=40'

### INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantity Sheet
3	Construction Notes/Detail Sheet
4-6	Quantity Tables Sheet
7	Typical Section Sheets
8-9	Misc. Detail Sheets
10-11	SWPPP
12	Traffic Control
13-15	Removal Sheets
16-18	Plan & Profile Sheets
19	Catch Basin Details
20-21	Cross Sections
22	Pedestrian Ramp Plan
23-28	Pedestrian Curb Ramp Details
29-32	Driveway & Sidewalk Details

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

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA DATE REG NO 53322

APPROVED: MARSHALL MUNICIPAL UTILITIES DATE

DESIGNED BY: GJS
Item 12. GJS
JRA
SCALE: 1:50

DATE	REVISIONS	INIT.

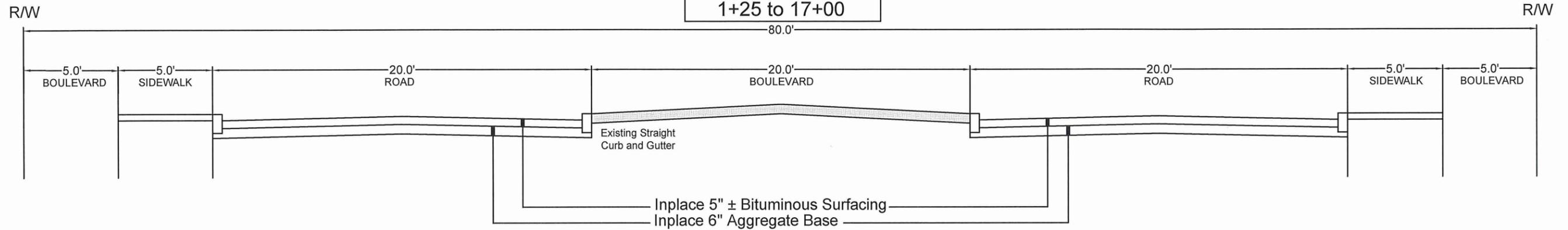
  
**MARSHALL**  
 ENGINEERING DEPARTMENT  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56258

SOUTH WHITNEY RECONSTRUCTION  
 TITLE SHEET

CITY PROJECT NO. ST-012	DATE 10/5/2023
STATE AID PROJECT NO.	SHEET NO. Page 62 OF 32

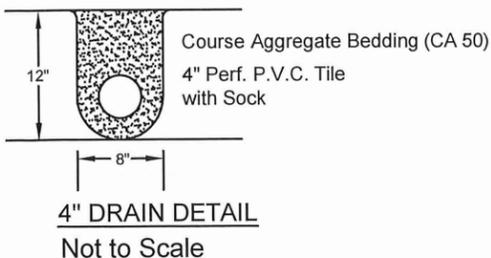
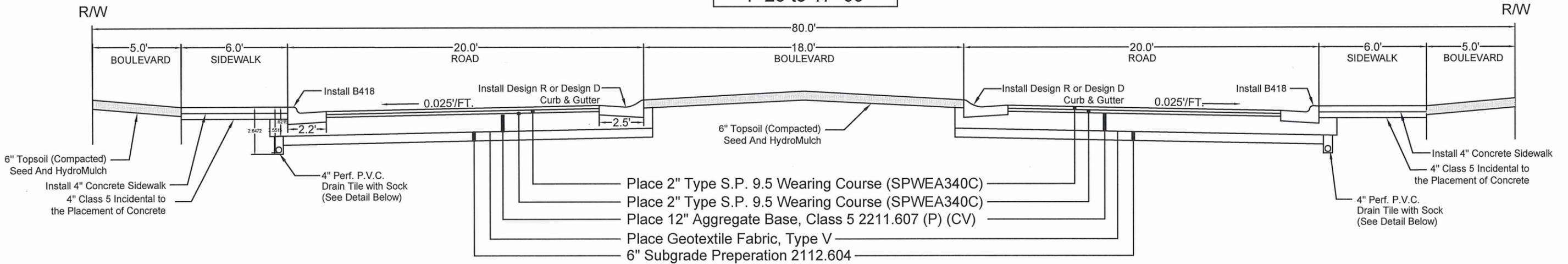
# Existing Typical Section

South Whitney Street  
1+25 to 17+00



# Proposed Typical Section

South Whitney Street  
1+25 to 17+00



DESIGNED BY: GJS
Item 12.
SCALE: NA

DATE	REVISIONS	INIT.

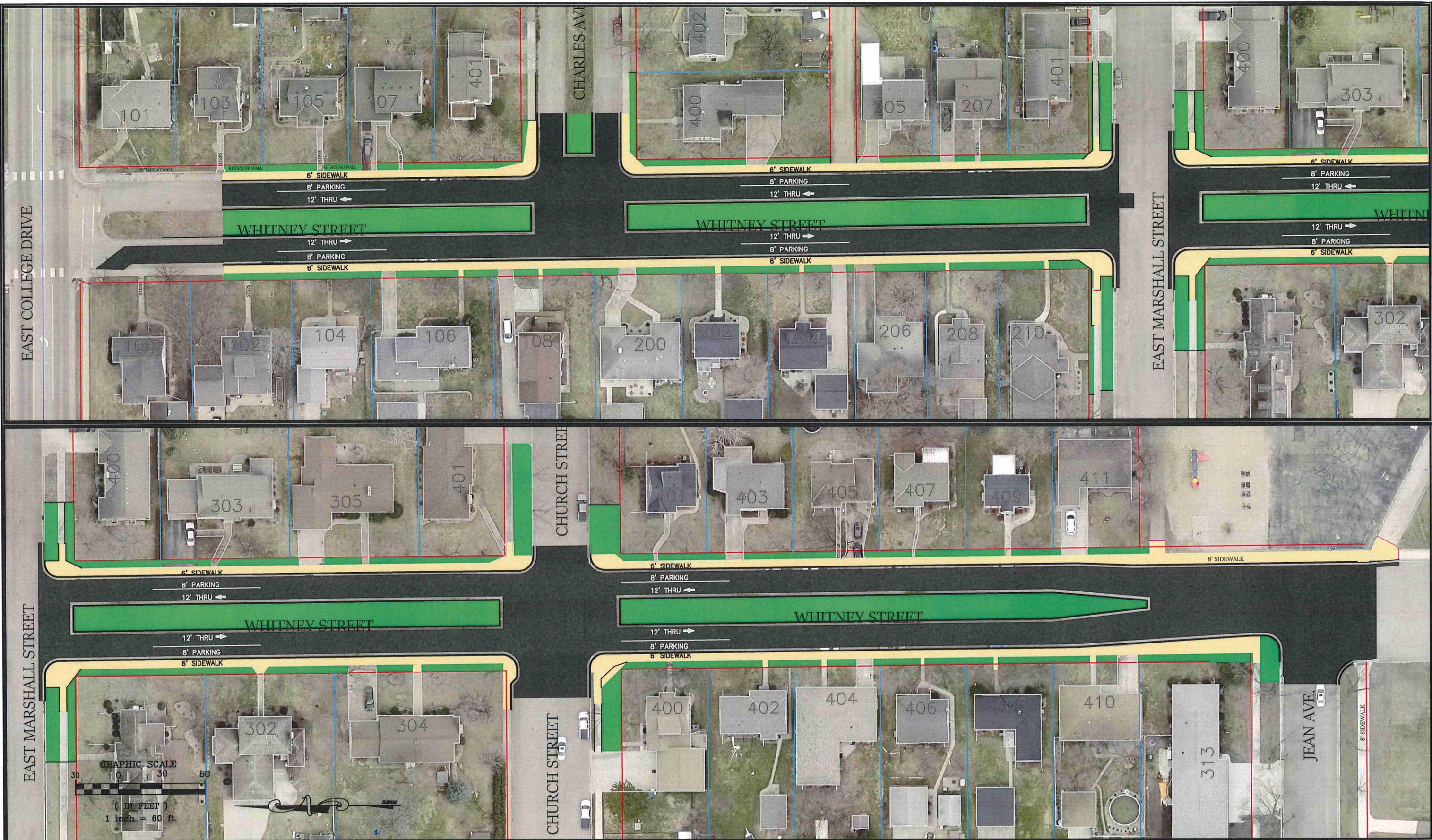
**ENGINEERING DEPARTMENT**  
344 WEST MAIN STREET  
MARSHALL, MINNESOTA  
56258

SOUTH WHITNEY RECONSTRUCTION  
EXISTING & PROPOSED TYPICAL SECTIONS

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-012	DATE 10/06/2023
STATE AID PROJECT NO. NA	Page 63 7 OF 32



DESIGNED BY: Item 12. G.J.S.	DATE	REVISIONS	INIT.
APPROVED BY: J.R.A.			
SCALE: 1"=50'			

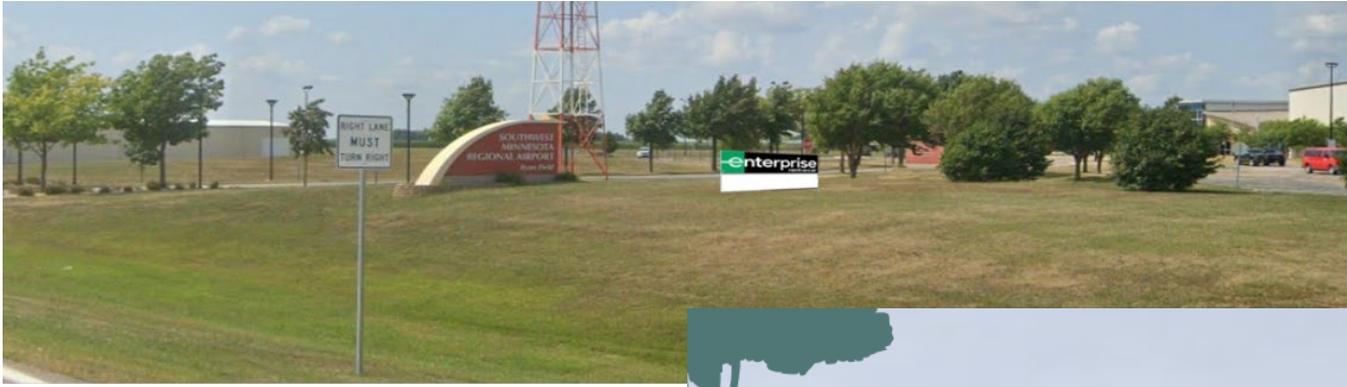
  
**MARSHALL**  
 ENGINEERING DEPARTMENT  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56258

WHITNEY STREET  
 PROJECT AREA 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 OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Request from Enterprise Rent-a-Car to Install Signage on Airport Property
<b>Background Information:</b>	<p>City staff received a request from Enterprise Rent-a-Car to install a business sign on city airport property to better advertise their business. The request did not include an exact sign size at this time, but the request was for a monument type of sign at the airport entrance off MN 19 that was near the maximum allowed by the City. The request indicated something similar to the size of sign that currently exists at the Southwest MN Regional Airport entrance off MN 19. Included in the packet is a visual that was provided by Enterprise. The purpose of the sign request is Enterprise’s desire to establish a more concrete retail presence with greater visibility.</p> <p>At their January 2, 2024 meeting, the Airport Commission discussed the request from Enterprise for entrance signage. Much of the feedback from Commission members related to the precedent that would be set if Enterprise is allowed this signage and also how the sign would not match the general aesthetic at the airport. Currently, there is cohesive and intentional signage that follows a specific color regime and design characteristic, including some wayfinding signage, that directs customers around the airport. The Airport Commission voted unanimously against allowing the sign to be installed.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	that the Council authorize staff to work with Enterprise Rent-a-Car toward a monument sign installation at the Southwest Minnesota Regional Airport.
<b>Recommendations:</b>	that the Council deny the request from Enterprise Rent-a-Car to install a monument sign at the Southwest Minnesota Regional Airport.



<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Redwood River One Watershed, One Plan - Memorandum of Agreement
<b>Background Information:</b>	<p>Attached, please find the Memorandum of Agreement (MOA) for the Redwood River One Watershed, One Plan.</p> <p>The purpose of the One Watershed, One Plan (1W1P) program is to develop a comprehensive watershed management plan that aligns multiple local water planning efforts into one watershed-wide plan which crosses county boundaries. The goal is a systematic, watershed-wide, science-based approach to watershed management. The State of Minnesota is completing these 1W1P planning efforts watersheds throughout the State to transition away from county boundary-based water planning to watershed-based water planning.</p> <p>The Redwood-Cottonwood Rivers Control Area (RCRCA) has received a planning grant for the Redwood River watershed. The RCRCA reached out to city staff regarding our participation in the planning process because we are a Local Government Unit (LGU) within the planning area. City staff responded to the RCRCA request by indicating that the City of Marshall would like to participate in the planning efforts.</p> <p>To participate in the Redwood 1W1P, the City of Marshall must assign an elected official to serve as a delegate on the Redwood 1W1P Policy Committee and the City must sign the agreement that is included in the Council packet. The city may also assign an alternate delegate to serve in the absence of the delegated official. The meetings are expected to begin as monthly meetings for the first 4 months or so, and then transition into roughly every other month. The planning process is expected to continue into mid-2026. City staff will also attend meetings and will serve as part of the “steering team” for the planning process.</p>
<b>Fiscal Impact:</b>	None at this time.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	<p><u>Recommendation No. 1:</u> that the City Council designate a delegate member and an alternate member, if deemed necessary.</p> <p><u>Recommendation No. 2:</u> that the City Council execute the attached Memorandum of Agreement (MOA) for the Redwood River One Watershed, One Plan, contingent upon City Attorney approval of the execution.</p>

## MEMORANDUM OF AGREEMENT

This Agreement (“Agreement”) is made and entered into by and between:

The Counties of Lincoln, Lyon, Murray, Pipestone and Redwood by and through their respective County Board of Commissioners, (Counties) and  
The Lincoln, Lyon, Pipestone and Redwood Soil and Water Conservation Districts (“SWCDs”), by and through their respective Soil and Water Conservation District Board of Supervisors, and  
The Area II Minnesota River Basin Projects and Redwood-Cottonwood Rivers Control Area Joint Powers Organizations, by and through their respective Board of Directors, and  
The City of Marshall, by and through its City Council, and  
The City of Redwood Falls, by and through its City Council, and  
The City of Ghent, by and through its City Council,  
Collectively referred to as the “Parties.”

**WHEREAS**, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

**WHEREAS**, the SWCDs of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

**WHEREAS**, Area II Minnesota River Basin Projects is a political subdivision of the State of Minnesota, with authority to carry out conservation of natural resources with floodwater retention and retardation, pursuant to Minnesota Statutes Chapter 103F.171-103F.187 and as otherwise provided by law; and

**WHEREAS**, Redwood-Cottonwood Rivers Control Area is a political subdivision of the State of Minnesota, with authority to carry out conservation of natural resources, pursuant to Minnesota Statutes Chapter 471, Section 471.59 and as otherwise provided by law; and

**WHEREAS**, the Cities of Marshall, Redwood Falls, and Ghent are municipal corporations of the State of Minnesota, with statutory and, if applicable, charter authority to control, regulate and/or prevent stormwater pollution along with soil erosion and sedimentation within its boundary, and to establish standards and specifications for conservation practices and planning activities that minimize stormwater pollution, soil erosion and sedimentation, pursuant to Minnesota Rules Chapter 7001 and 7090; and with authority to carry out land use controls, pursuant to Minnesota Statutes Chapter 462 and as otherwise provided by law or, if applicable, charter; and

**WHEREAS**, the Parties of this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Redwood River Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to preserve natural

resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

**WHEREAS**, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities; and

**WHEREAS**, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statute § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Purpose:** The Parties recognize the importance of partnerships to plan and implement protection and restoration efforts for the Redwood River Watershed as illustrated in Attachment A. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the plan. Parties signing this agreement will be collectively referred to as Redwood River One Watershed, One Plan Partnership.
2. **Term:** This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all parties, unless cancelled according to the provisions of this Agreement or earlier terminated by law.
3. **Adding Additional Parties:** An Optional Participant, as defined in BWSR Operating Procedures for One Watershed, One Plan Section II. Participation Requirements, desiring to become a member of this Agreement shall indicate its intent by resolution of its governing body prior to March 30, 2024. Prior to becoming a Party to this Agreement the Optional Participant will agree in writing to abide by all terms and conditions of this Agreement.
4. **Withdrawal of Parties:** A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. The notice must be provided at least 30 days in advance of leaving the Agreement.
5. **General Provisions:**
  - a. **Compliance with Laws/Standards:** The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
  - b. **Indemnification:** Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other party, its officers, employees, or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern

liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each party that this Agreement does not create any liability or exposure of one party for the acts or omissions of any other party.

- c. **Records Retention and Data Practices:** The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. All official records of the *One Watershed, One Plan* will be stored at the Redwood-Cottonwood Rivers Control Area office located at 1424 East College Drive, Suite 300, Marshall, MN. The Parties are not responsible for ensuring that transitory correspondence or messages of the individual parties related to the *One Watershed, One Plan* are stored at the Redwood-Cottonwood Rivers Control Area.
- d. **Timeliness:** The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.

6. **Administration:**

- a. **Establishment of Committees for Development of the Plan.** Each Party agrees to designate one representative, who must be an elected or appointed member of the governing board of the Party, to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to an Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
  - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
  - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
  - iii. The Policy Committee will establish bylaws within 90 days of execution of this document to describe the functions and operations of the committee(s).
  - iv. The Parties agree to create a Steering Team as recommend and defined in BWSR Operating Procedures for *One Watershed, One Plan* Section IV.A.1.a. The Steering Team will meet

monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on plan development and content.

- v. The Steering Team will consult with the Advisory Committee as needed to provide public comments and recommendations. This will occur no less than once per year until the plan is approved.
  - vi. Members of the Advisory Committee may not be a current board or council member of any of the Parties.
- b. **Submittal of the Plan.** The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.
- c. **Adoption of the Plan.** The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
7. **Grant Administration:** The Redwood-Cottonwood Rivers Control Area will act as the grant administrator of the One Watershed, One Plan Planning Grant for the purposes of this Agreement and agrees to provide the following services:
- a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
  - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
  - c. The Scope of Services provided to the Redwood River One Watershed, One Plan Partnership is outlined in Attachment C.
8. **Fiscal Agent:** The Redwood-Cottonwood Rivers Control Area will act as the fiscal agent for the purposes of this Agreement and agrees to:
- a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
  - b. Perform financial transactions as part of grant agreement and necessary contract implementation.

- c. Annually provide a full and complete audit report.
- d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
- e. Retain fiscal records consistent with the Fiscal Agent's records retention schedule.
- f. The Scope of Services provided to the Redwood River Minnesota One Watershed, One Plan is outlined in Attachment B.

**Authorized Representatives:** The following persons will be the primary contacts for all matters concerning this Agreement:

**Lincoln County**

Dustin Hauschild, or successor  
PO Box 66, Ivanhoe, MN 56142-0066  
Email: dhauschild@co.lincoln.mn.us  
Telephone: (507) 694-1344

**Lyon County**

John Biren, or successor  
1424 E. College Dr, Ste 600, Marshall, MN 56258  
Email: johnbiren@co.lyon.mn.us  
Telephone: (507) 532-8207 x 3

**Murray County**

Sarah Soderholm, or successor  
2500 28<sup>th</sup> Street, Slayton, MN 56172  
Email: ssoderholm@co.murray.mn.us  
Telephone: (507) 836-1165

**Pipestone SWCD**

Nicole Schwebach, or successor  
PO Box 307, Pipestone, MN 56164-0307  
Email: Nicole.schwebach@pcmn.us  
Telephone: (507) 825-1185

**Redwood SWCD**

Kurt Mathiowetz, or successor  
1241 E. Bridge St, Ste C, Redwood Falls, MN 56283  
Email: kurt\_m@co.redwood.mn.us  
Telephone: (507) 637-2427 x 3

**Redwood-Cottonwood Rivers Control Area**

Kerry Netzke, or successor  
1424 E. College Dr, Ste 300, Marshall MN 56258  
Email: kerry.netzke@rcrca.com  
Telephone: (507) 532-1325

**City of Redwood Falls**

Jim Doering, or successor  
PO Box 526, Redwood Falls, MN 56286-0526  
Email: jdoering@ci.redwood-falls.mn.us  
Telephone: (507) 616-7400

**Lincoln SWCD**

Dale Sterzinger, or successor  
200 S Co. Hwy 5, Suite 2, Ivanhoe, MN 56142  
Email: dale.sterzinger@mandistrict.org  
Telephone: (507) 694-1630 x 3

**Lyon SWCD**

Blake Giles, or successor  
1424 E. College Dr, Ste 600, Marshall, MN 56258  
Email: blakegiles@co.lyon.mn.us  
Telephone: (507) 532-8207 x 3

**Pipestone County**

Kyle Krier, or successor  
PO Box 307, Pipestone, MN 56164-0307  
Email: kyle.krier@pcmn.us  
Telephone: (507) 825-1185

**Redwood County**

Nick Brozek, or successor  
403 S. Mill Street, Redwood Falls, MN 56283  
Email: nick\_b@co.redwood.mn.us  
Telephone: (507) 637-4023

**Area II Minnesota River Basin Projects**

Kerry Netzke, or successor  
1424 E. College Dr, Ste 300, Marshall MN 56258  
Email: kerry.netzke@area2.org  
Telephone: (507) 537-6369

**City of Marshall**

Jason Anderson, or successor  
344 West Main Street, Marshall MN 56258  
Email: jason.anderson@ci.marshall.mn.us  
Telephone: (507) 537-6051

**City of Ghent**

Dawn Vlaminck, or successor  
107 N. Chapman Street, Ghent, MN 56239  
Email: dawn@ghentmn.com  
Telephone: (507) 428-3214

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **LINCOLN COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **LINCOLN SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: LYON COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **LYON SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **MURRAY COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: PIPESTONE COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: PIPESTONE SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: REDWOOD COUNTY**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

ATTEST: \_\_\_\_\_  
Name Title Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
County Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: REDWOOD SWCD**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
District Manager/Administrator Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: AREA II MINNESOTA RIVER BASIN PROJECTS**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
Executive Director Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: REDWOOD-COTTONWOOD RIVERS CONTROL AREA**

APPROVED:

BY: \_\_\_\_\_  
Board Chair Date

BY: \_\_\_\_\_  
Executive Director Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: CITY OF MARSHALL**

APPROVED:

BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
City Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

**PARTNER: CITY OF REDWOOD FALLS**

APPROVED:

BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Administrator Date

**APPROVED AS TO FORM** *(use if necessary)*

BY: \_\_\_\_\_  
City Attorney Date

**IN TESTIMONY WHEREOF** the Parties have duly executed this agreement by their duly authorized officers.

PARTNER: **CITY OF GHENT**

APPROVED:

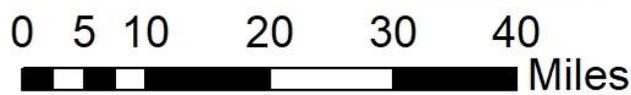
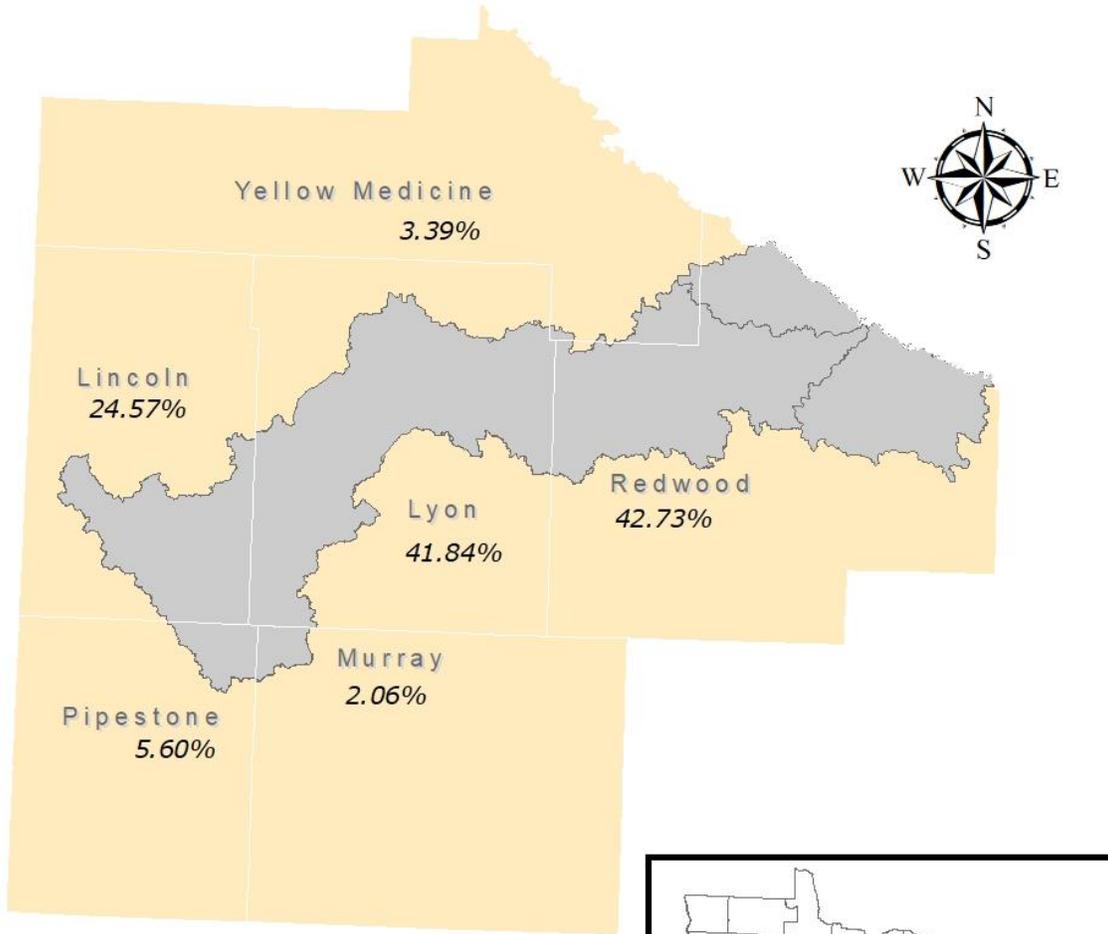
BY: \_\_\_\_\_  
Mayor Date

BY: \_\_\_\_\_  
City Administrator/Clerk Date

**APPROVED AS TO FORM** *(use if necessary)*

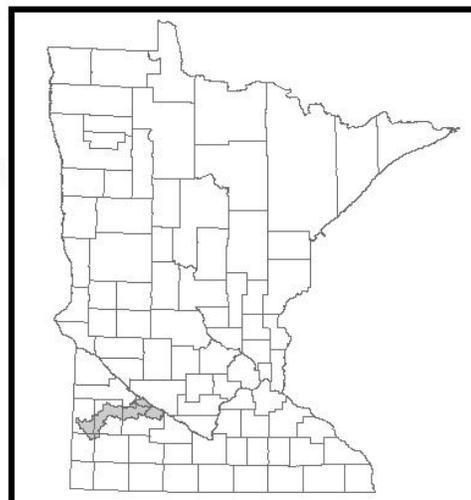
BY: \_\_\_\_\_  
City Attorney Date

# Redwood River - 1W1P Boundary



**Legend**

- Redwood Boundary
- County Name
- Counties
- % of County in 1W1P



## Attachment B

### Scope of Services Provided by the REDWOOD-COTTONWOOD RIVERS CONTROL AREA (RCRCA)

RCRCA will have the following fiscal duties:

1. Account for grant funds and provide prompt payment of bills incurred,
2. Complete annual eLINK reporting,
3. Present an annual audit of grant funds and their usage,
4. Maintain all financial records and accounting,
5. Contract for Services with the chosen consultant for plan preparation and writing of the watershed-based plan, including:
  - a. Execute the services agreement, and
  - b. Oversee expenditures incurred by the consultant.
6. Administer the grant with BWSR for the purposes of developing a watershed-based plan, including:
  - a. Submit this Agreement, work plan, budget, and other documents as required, and
  - b. Execute the grant agreement.

## Attachment C

### Scope of Services Provided by the REDWOOD-COTTONWOOD RIVERS CONTROL AREA (RCRCA)

RCRCA will have the following administrative duties:

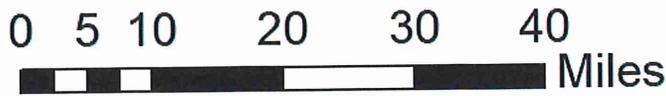
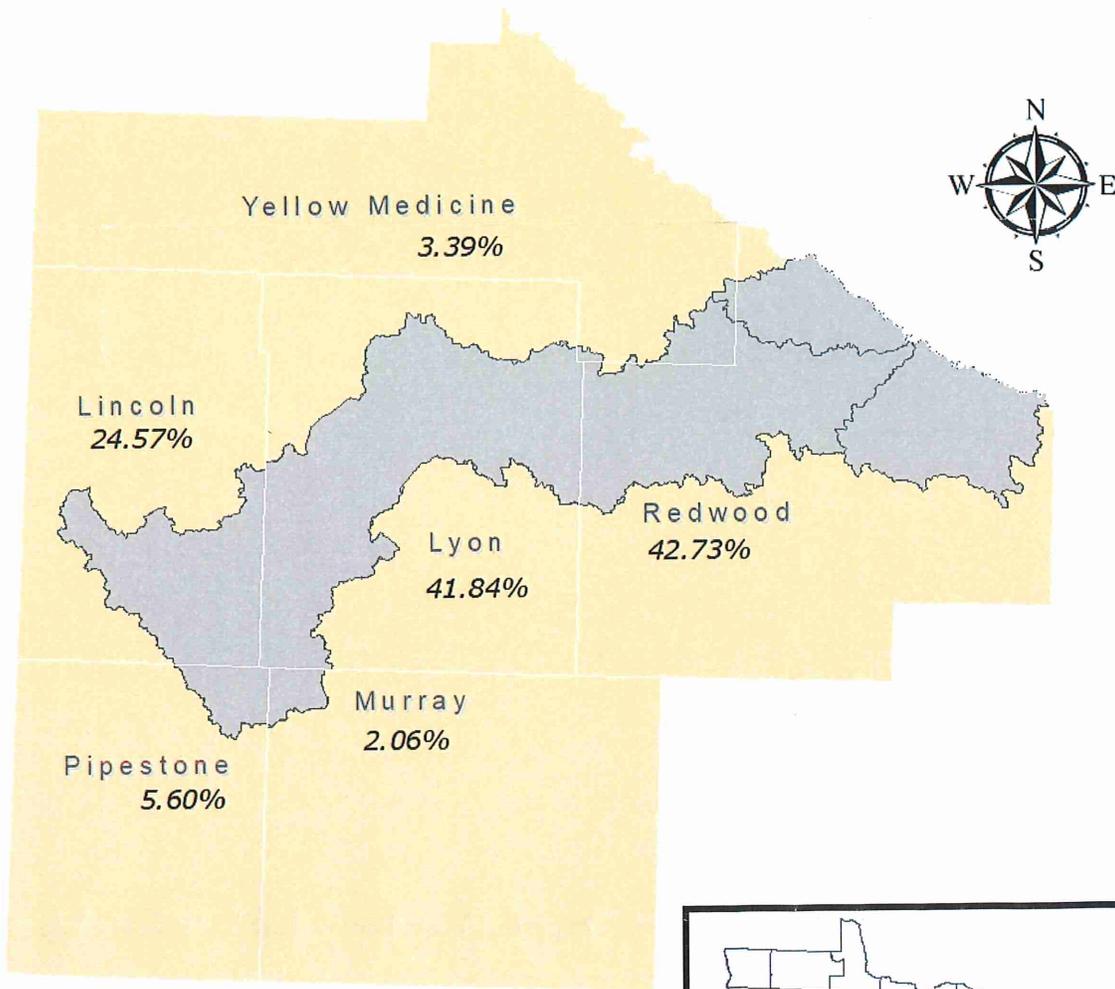
1. Coordination of Policy Committee meetings, including:
  - a. Provide advance notice of meetings,
  - b. Prepare and distribute the Agenda and related materials,
  - c. Prepare and distribute Policy Committee Minutes,
  - d. Maintain all records and documentation of the Policy Committee,
  - e. Provide public notices to the counties for publication, and
  - f. Coordinate public meetings as required by Minnesota Statutes Chapter 103B as part of the formal review process for the watershed-based plan, gather public comments from public hearings, and prepare document for submittal.
2. Coordination of Steering Team meetings, Technical and Advisory subcommittees, including:
  - a. Provide advance notice of meetings,
  - b. Prepare and distribute the Agenda and related materials,
  - c. Prepare and distribute Minutes, and
  - d. Maintain all records and documentation of the committees.

### Redwood River One Watershed, One Plan Partnership Plan Development Timeline

Start Date	End Date	Task	2023			2024												2025					2026									
			Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
<b>PHASE 1: Pre-Planning</b>																																
10/1/2023	6/30/2026	1.1	Establish and Maintain Partnership*																													
10/1/2023	1/30/2024	1.2	Develop Grant Work Plan, Budget, and Timeline*																													
12/1/2023	3/31/2024	1.3	Aggregate Watershed Information																													
1/1/2024	5/31/2024	1.4	Notify plan review authorities & host public kickoff meeting																													
2/1/2024	4/30/2024	1.5	Hire consultant																													
<b>PHASE 2: Draft Plan</b>																																
3/1/2024	6/30/2024	2.1	Write the land and water resources narrative																													
5/1/2024	8/31/2024	2.2	Identify and prioritize resources and issues																													
7/1/2024	3/31/2025	2.3	Establish measurable goals																													
9/1/2024	1/31/2025	2.4	Develop a targeted implementation schedule																													
8/1/2024	3/31/2025	2.5	Describe implementation programs																													
7/1/2024	4/30/2025	2.6	Determine Organizational Arrangement for Implementation																													
3/1/2025	5/31/2025	2.7	Write Plan Final Review Draft																													
1/1/2024	5/31/2025	2.8	Outreach, facilitation and other planning activities																													
<b>PHASE 3: Plan Review and Submission</b>																																
6/1/2025	9/30/2025	3.1	Conduct formal review																													
10/1/2025	2/28/2026	3.2	Write final plan and submit to BWSR																													
3/1/2026	6/30/2026	3.3	Adopt plan locally																													
		3.4	Grant reporting (deadline = February 1 of each year)																													

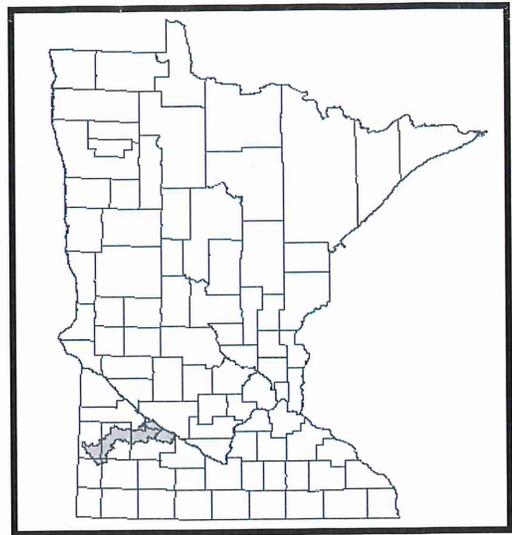
\*work that occurs before the 1W1P grant agreement is signed is not reimbursable with grant dollars.

# Redwood River - 1W1P Boundary



**Legend**

- Redwood Boundary
- County Name
- Counties
- % of County in 1W1P*



<b>Presenter:</b>	Pamela Whitmore
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Introduction of an Ordinance Amending Interim Cannabis Prohibition
<b>Background Information:</b>	<p>The City adopted Ordinance 23-015 on July 27, 2023 to allow the City Council time to study and consider adoption or amendment of reasonable restrictions on the operation or location of commercial businesses related to cannabinoid products, including retail stores in the City of Marshall offering Cannabis products, and Lower-Potency Hemp products, for the purpose of protecting the planning process and the health, safety, and welfare of the public. Although certain nuisance factors, including noise and odor, exist from manufacturing from seed to product, the Council has learned that with the Lower-Potency Hemp beverages, the manufacturing is not typically produced from seed to product, but instead, the manufacturers, such as breweries, purchase the THC in a liquid form and mix it with various seltzers to produce the THC-infused beverages. This type of manufacturing is less of a nuisance concern and allowing these Lower-Potency Hemp beverages to be manufactured at facilities that already produce intoxicating beverages represents a reasonable extension of their business and product lines, as long as it is not produced from the plant.</p> <p>Commercial businesses involved in limited manufacturing, and the transporting, or delivery and distribution of that infusion based lower potency hemp beverages do not pose a risk to the health, safety and welfare of the public since the operation of those businesses do not result in an introduction of THC related intoxicating products for off sale use by the public within the City of Marshall. Commercial businesses involved in testing, manufacturing, transporting, or delivery and distribution of lower potency hemp edibles and hemp-derived consumer products would not result in increased exposure or availability of these intoxicating products to youth in the community. Opportunities exist for commercial businesses in the City to provide services involving the manufacturing, transporting, or delivery and distribution of lower potency hemp beverages; and that opportunities exist for commercial on-sale liquor licensed establishments to sell lower potency hemp beverages on their premises, all of which will benefit commerce in the City. The Legislative and Ordinance Committee met on January 9<sup>th</sup> and recommended that registration fees be waived during 2024 and a fee/registration process begin in 2025.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To introduce Ordinance 24-002 Amending Ordinance 23-015 Interim Cannabis Prohibition to allow the manufacture of THC beverages by brewers and distilleries, and to allow on-site consumption of THC beverages of on-sale intoxicating liquor license holders.

**ORDINANCE NO. 24-002**

**CITY OF MARSHALL  
STATE OF MINNESOTA**

**AN ORDINANCE AMENDING INTERIM ORDINANCE PROHIBITING THE  
COMMERCIAL SALE, TESTING, MANUFACTURING, COMMERCIAL  
CULTIVATING, COMMERCIAL GROWING, TRANSPORTING, DELIVERY, AND  
DISTRIBUTION OF CANNABINOID PRODUCTS, WHICH INCLUDES CANNABIS  
PRODUCTS, LOWER-POTENCY HEMP EDIBLES, AND HEMP-DERIVED  
CONSUMER PRODUCTS IN THE CITY OF MARSHALL**

**WHEREAS**, pursuant to the City of Marshall’s City Charter, Section 1.02, and Minnesota Statutes, Section 412.221, subd. 32, the Council “shall have power to provide for the government and good order of the city, . . . the protection of public and private property, the benefit of residence, trade, and commerce, and the promotion of health, safety, order, convenience, and the general welfare by . . . ordinances”; and

**WHEREAS**, the City enacted an interim ordinance to allow the City Council time to study and consider adoption or amendment of reasonable restrictions on the operation or location of commercial businesses related to cannabinoid products, including retail stores in the City of Marshall offering Cannabis products, and Lower-Potency Hemp products, for the purpose of protecting the planning process and the health, safety, and welfare of the public; and

**WHEREAS**, although certain nuisance factors, including noise and odor, exist from manufacturing from seed to product, the Council has learned that with the Lower-Potency Hemp beverages, the manufacturing is not typically produced from seed to product, but instead, the manufacturers, such as breweries, purchase the THC in a liquid form and mix it with various seltzers to produce the THC-infused beverages. This type of manufacturing is less of a nuisance concern and allowing these Lower-Potency Hemp beverages to be manufactured at facilities that already produce intoxicating beverages represents a reasonable extension of their business and product lines, as long as it is not produced from the plant; and

**WHEREAS**, the City Council has determined that commercial businesses involved in limited manufacturing, and the transporting, or delivery and distribution of that infusion based lower potency hemp beverages do not pose a risk to the health, safety and welfare of the public since the operation of those businesses do not result in an introduction of THC related intoxicating products for off sale use by the public within the City of Marshall; and

**WHEREAS**, the City Council has determined that commercial businesses involved in testing, manufacturing, transporting, or delivery and distribution of lower potency hemp edibles and hemp-derived consumer products would not result in increased exposure or availability of these intoxicating products to youth in the community; and

**WHEREAS**, the City Council has determined that opportunities exist for commercial businesses in the City to provide services involving the manufacturing, transporting, or delivery and distribution of lower potency hemp beverages; and that opportunities exist for commercial on-

sale liquor licensed establishments to sell lower potency hemp beverages on their premises, all of which will benefit commerce in the City.

**NOW, THEREFORE,** The Common Council of the City of Marshall do ordain:

**SECTION 1.** City Code of Ordinances, Interim Cannabis Prohibition, adopted by Ord. 23-015 on June 27, 2023, is hereby amended to read as follows:

....

**SECTION 3. MORATORIUM.**

(a) A moratorium is hereby imposed to:

(1) ~~Other than as allowed in subparagraphs a, b, and c herein, prohibit any business, person, or entity from offering for retail sale, wholesale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivering or commercial distribution of Cannabinoid Products, including Cannabis Products, f, or Lower Potency Hemp Edibles or Hemp-Derived Consumer Products, including the establishment or operation as a Cannabis Business or Lower Potency Hemp Business within the jurisdictional boundaries of the City of the City of Marshall.~~

- a. Manufacturing of Lower-Potency Hemp Edibles intended to be consumed as a beverage (“Lower Potency Hemp Beverages”) is allowed as an accessory use only at breweries and distilleries licensed as such under Minnesota Statutes Chapter 340A, as long as the manufacturing process for the beverages does not involve the cannabis plant. For purposes of this Section, accessory use is defined to mean not accounting for more than 50% of the production of total product produced at the brewery or distillery. The transporting or distribution of Lower-Potency Hemp Beverages manufactured as an accessory use at a brewery or distillery to locations outside of the City also is allowed as part of the accessory use.
- b. Exclusive liquor stores may sell Lower Potency Hemp Edibles, including Lower Potency Hemp Beverages. No off-sale of Lower-Potency Hemp beverage growlers are allowed by breweries or distilleries.
- c. On-site consumption of Lower Potency Hemp Beverages is allowed at establishments that hold a current on-sale liquor license, licensed by the City pursuant to Minnesota Statutes Chapter 340A.
- d. Breweries or distilleries manufacturing Lower-Potency Hemp Beverages as an accessory use, and any licensed on-sale liquor establishment selling Lower-Potency Hemp Beverages, must be registered with the applicable state agency, which may include the State Office of Cannabis Management, or, where applicable, the Minnesota Department of Health, and will be subject to any future applicable licensing or registration requirements by the state or the City of Marshall. The breweries, distilleries, and on-sale liquor establishments subject to this Section must provide the City with proof of registration

with the applicable state agency, which generally is in the form of a copy of the agency's registration certificate.

- e. All manufacturing and sales authorized in this Section 3(A)(i) must adhere to all applicable City Code requirements, including being current on payments of all licensing fees, as well as in compliance with all applicable statutory requirements, including those in Minnesota Statutes, section 151.72 and Minnesota Statutes, chapter 342.
  - f. Businesses found to have violated this Ordinance may be prohibited from selling or manufacturing Lower-Potency Hemp Beverages.
- (2) Prohibit any business, person, or entity from offering for retail sale, wholesale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivering or commercial distribution of cannabis flower or Cannabis Products, as those terms are defined in Minnesota Statutes Chapter 342, within the jurisdictional boundaries of the City of the City of Marshall.
- (3) The City shall not process, or act on any application, site plan, building permit, or other zoning approval for a business, person, or entity proposing to engage in the sale of any Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products, covered herein, other than sales and limited manufacturing allowed under Section 3(A)(i) above.~~proposing to engage in the sale of any Cannabinoid Products, including Cannabis Products, Lower Potency Hemp Edibles, or Hemp Derived Consumer Products.~~
- (4) This moratorium does not relate to the retail sale of Hemp Derived Topical Products, or Hemp Derived Fiber Products. The moratorium also does not relate to the sale of edible cannabinoid products as that term is defined in current statute, 151.72, subd. 1, in exclusive liquor stores.

....

**SECTION 2. EFFECTIVE DATE.** The amendments to this ordinance shall become effective on the first day of publication after adoption.

PASSED AND ADOPTED BY THE CITY OF MARSHALL COMMON COUNCIL this \_\_\_\_ day of January 2024.

Presiding Officer

Attest

\_\_\_\_\_  
Robert Byrnes, Mayor, City of Marshall

\_\_\_\_\_  
Steven Anderson, City Clerk,



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of Joint Powers Agreement renewal with Marshall Public Schools.
<b>Background Information:</b>	This Agreement is reviewed and renewed annually. Organizational structure: charts have been updated. Facilities: put end date for MATEC, added ALC and MCTI Center. School District and City staff have agreed to review annually with a start date of January 1 <sup>st</sup> of each year.
<b>Fiscal Impact:</b>	N/A
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	Approve agreement as presented.

**JOINT POWERS AGREEMENT**

**AGREEMENT BETWEEN THE CITY OF MARSHALL AND INDEPENDENT SCHOOL DISTRICT #413  
RELATING TO THE ESTABLISHMENT AND OPERATION OF A JOINTLY SPONSORED  
COMMUNITY EDUCATION AND RECREATION PROGRAM AND SHARED FACILITIES USE**

AGREEMENT, as amended, on this 1<sup>st</sup> day of January 2024 by and between INDEPENDENT SCHOOL DISTRICT NO. 413, Marshall, Minnesota ("School District") and the CITY OF MARSHALL, a Minnesota municipal corporation ("City").

WHEREAS, the School District is organized for the purpose of providing public school education, including life-long learning opportunities, continuing education programs and associated recreation programs within its geographic boundaries; and

WHEREAS, the City is authorized to and does provide recreation and civic programs for citizens within its geographic boundaries; and

WHEREAS, the School District and the City ("Sponsors") desire to cooperate in the establishment and operation of a Community Education and Recreation Program, as that term is defined herein below in Article 1, within the total area encompassed by the boundaries of the City and the School District.

NOW, THEREFORE, the Sponsors hereby agree to as follows:

**ARTICLE 1. JOINT POWERS AGREEMENT**

1.1. Purpose: The Sponsors, in order to better coordinate education and recreation programs and facilities, to eliminate duplication of services, and to maximize the effectiveness of the services/programs offered do hereby establish a joint powers agreement to operate a Community Education and Recreation Program in accordance with Minnesota Statutes Sec. 471.59 and other applicable laws delineating the powers and duties of the Sponsors.

1.2. Definition: The Community Education and Recreation Program is defined as follows:

A program of social, educational, vocational and recreational services and coordination utilizing School District facilities, City park and recreation facilities, and private resources for all ages, for all social and economic groups residing within the geographic boundaries of the Sponsors. Services and programs offered by Sponsors may be amended as agreed by Sponsors.

**ARTICLE 2. GOVERNANCE**

2.1. Establishment: A joint powers board known as the Marshall Community Services Advisory Board ("Board") has been previously established through resolution upon signing of this Joint Powers Agreement by each Sponsor.

Each party hereto has been duly authorized by its governing body to execute this Agreement in furtherance of the purposes contained herein.

2.2. Powers: The Board is advisory in nature and shall have all expressed and necessarily implied powers and duties set forth in this Joint Powers Agreement and any Amendments thereto.

2.3. Membership and Term of Office: The Board shall consist of twelve (12) voting members, including one City Council member and one School Board member, jointly appointed by the Marshall City Council and the Marshall Board of Education. Reference the Agreement bylaws for the Procedure for the Appointment of Members to the Board.

- 2.4. Quorum: A quorum of the Board shall consist of seven (7) members.
- 2.5. Voting: Each member of the Board shall have one (1) vote on any matter presented for approval by the Board.
- 2.6. Meetings: The Board shall meet bi-monthly at times and places established by the Board. A schedule of such meetings shall be available at the City Administration Office and the Office of the Superintendent of Schools. Notice to members and the public of all meetings shall comply with the Minnesota Open Meeting Law.
- 2.7. Program Administration: An individual licensed by the State of Minnesota to administer and manage community education and recreation programs will be employed and funded by the City. This individual, as designated by the City Administrator, shall serve as the Community Education Director and shall serve as a non-voting ex-officio member of the Board.
- 2.8. By-laws: The Board may create and modify policies or by-laws governing its procedures as it sees fit and amend or modify from time to time as it deems appropriate. Such policies or by-laws shall be approved by the City Council and the Board of Education. These policies or by-laws may include the time, location, and frequency of its regular meetings, the manner of calling special meetings, the duties and powers of its officers, and such other provisions as it may be useful and necessary for the efficient conduct of its business. No policy or by-law shall be adopted which conflicts with the provisions of the Agreement, the Joint Powers Act, the laws or rules of the State of Minnesota, or federal laws and regulations.
- 2.9. Conduct of Business: The Board may continue to conduct business at any meeting at which a quorum was present, even though a member or members have left the meeting and a quorum is no longer present.

The Board shall annually elect one (1) member to serve as Chairperson, one (1) member to serve as Vice Chairperson, and one (1) member to serve as Secretary. The Board may adopt such rules of procedure as it deems necessary and appropriate.

### ARTICLE 3. POWERS AND DUTIES

- 3.1. Specifications: The Board serves in an advisory capacity to the City Council and the Board of Education and shall have such powers and duties as specified in this Agreement or as may hereafter be assigned to it by written agreement and resolutions adopted by both the City and the School District that are in accordance with state law, as follows:
  - a. The Board shall serve in an advisory capacity to the City Council and Board of Education on all business relating to the operations, personnel, and budget for all services and programming the Sponsors jointly agree to offer. Reference Exhibit A for listing of operations applicable to this Agreement.
  - b. The Board shall plan and establish a joint community services program for the City and School District according to the needs of the community.
  - c. The Community Education Director shall work with the City and School District finance departments to facilitate financial matters and procedures.
  - d. The Board shall review the annual budget and develop recommendations that shall be submitted to the School District and City.
  - e. The Board shall be responsible to monitor regularly the finances for operations of the City Community Services programs and the Marshall Board of Education budgets under Section 5.2.a. and other provisions of this Agreement, and to advise the Sponsors as deemed appropriate.
  - f. The Board shall make recommendations to the City Council and the Board of Education on amendments to rules, policies, or procedures in order to advance the purpose of this agreement.
  - g. The Board shall advise in the acquisition, development and maintenance of recreation and leisure facilities and parks.
  - h. The Board shall publicize and engage in collaborative programs and services.

ARTICLE 4. FACILITIES

- 4.1. Usage: Each Sponsor shall determine which of its lands, buildings, and equipment will be made available. Reference Exhibit B for a listing of facilities. Each Sponsor shall adopt a policy for the use of the facilities stating general policies, scheduling practices and priorities. Each use policy shall be approved by the respective governing authority.
- 4.2. Maintenance and Insurance: Each Sponsor will make their respective facilities available at no cost unless otherwise identified and mutually agreed upon to provide services and programs. Each Sponsor shall retain responsibility for maintaining their own respective facilities, including but not limited to: maintaining insurance, providing all utility, custodial, and maintenance services in a manner consistent with its use.

ARTICLE 5. PERSONNEL/ PROGRAMMING

- 5.1. Community Education Director: An individual licensed by the State of Minnesota to administer and manage community education and recreation programs will be employed and funded by the City. The City Administrator shall designate the individual as the Community Education Director. The City, with input from the Superintendent, will provide for annual performance evaluations for this employee in accordance with the City's policy.
- 5.2. Other Personnel:
- a. The School District shall employ personnel or contract for such services and provide the budget necessary to implement but not limited to the following programs: Early Childhood and Family Education, Adult Basic Education, Parent/ Student Connectors, and Driver's Education.
  - b. The City shall employ or contract for such services and be responsible to provide the supervision and budget necessary to implement all other community education and recreation programming not specified in 5.2.a. above.
- 5.3. Supervision: The Community Education Director shall be responsible to oversee the supervision and evaluation of performance of personnel employed by the School District as referenced in 5.2.a., with the exception of Early Childhood and Family Education and Parent/Student Connectors, and the City as referenced in 5.2.b. The personnel management and performance evaluation of personnel in these instances shall be performed in accordance with the respective Sponsor's policies and procedures utilizing established Sponsor forms. Reference Appendix A and B for respective organizational charts that may be updated as changes occur.

ARTICLE 6. FINANCES/ BUDGET

- 6.1. Community Education Revenue: The School District shall levy funds in accordance with Minnesota Statute §1240.20 for general community education, youth service programs, and youth after-school enrichment programs. Upon School District annual budgetary adoption, an itemized summary of the utilization/allocation of these funds shall be provided annually to the Board for review.
- 6.2. Transfer of Funds: The School District shall transfer levy and aid Fund 4 Community Education funding revenues to the City's General Fund for management of the Community Education and Recreation Programs. The transfer of funds to the City shall occur within thirty days of receipt of funds from the State, which occurs in February and October. The payments shall be made by check to:

City of Marshall  
Attn: Finance Director  
344 West Main Street  
Marshall, MN 56258

- 6.3. Budget Administration: The Community Education Director shall prepare an annual Community Services Division budget and submit the same for review to the Board. Upon recommendation by the Community Education Director, the City Council shall amend and adopt the Community Services Division budget.

The Community Education Director shall also prepare an annual budget to the Board related to the budget request to the Marshall Board of Education. Upon recommendation by the Community Education Director, the Marshall Board of Education shall amend and adopt those related budgets.

- 6.4. Board Financial Oversight: The Board shall be responsible to monitor the finances, including but not limited to, regular budget to actual expenditures of the operations of the City Community Services Programs and of the Marshall Board of Education budgets under 5.2.a. and other provisions of this Agreement. The Board shall advise the City Council and Board of Education on related financial matters as deemed appropriate.

## ARTICLE 7. INSURANCE

- 7.1. Sponsors Insurance: Each Sponsor agrees to maintain a commercial general public liability insurance policy and property insurance naming the other sponsor as an additional insured in amounts no less than the statutory limits of liability set forth in Minnesota Statutes Section 466.04. Each Sponsor agrees annually to provide and jointly review their respective copies of the Certificates of Insurance to:

Director of Business Services  
401 South Saratoga Street  
Marshall, MN 56258

Finance Director  
344 West Main Street  
Marshall, MN 56258

- 7.2. Workers Compensation: The Sponsors shall maintain workers compensation coverage and any other coverage required for employees of the respective organizations. Each Sponsor agrees to provide their respective copies of policies to the Sponsor representatives listed in article 7.1. above.
- 7.3. Indemnity: The Sponsors agree to indemnify and hold each other harmless for any and all liability, claims, and causes of action of any kind or nature which are related to the programs or services that may be offered under this Agreement.

## ARTICLE 8. DISPUTE RESOLUTION

- 8.1. Disputes: A dispute is defined as a disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. Disputes between the Sponsors hereto shall be resolved utilizing the procedures set forth in this Article.
- 8.2. Notice: Written notice of the dispute shall be received in accordance with Article 10.1. The Superintendent and City Administrator shall, in turn, provide notice to all members of their respective governing authorities.

Meetings: The School District and the City shall meet within thirty days of written notice of the dispute. The Sponsors shall be represented by: Board of Education Chair, City of Marshall Mayor, School Superintendent, City Administrator and the Community Education Director. Where a dispute involves the Community Education Director, the Community Education Director may be excused from the meeting. The Sponsors shall formulate a recommendation to present to their respective governing bodies. These meetings are not subject to the requirements of the Minnesota Open Meeting Law pursuant to Minn. Statute §13D.05 Subd. 2(b).

- 8.3. Mediation: If the subject dispute cannot be resolved under the procedure established in Article 8.3., the Sponsors will engage in non-binding mediation through a mutually acceptable mediator. In the event the Sponsors are unable to agree on a mediator, a mediator will be selected through alternate striking from a list of names of mediators provided by the Bureau of Mediation Services. The Sponsors agree to share the costs of mediation equally.
- 8.4. Resolution: In the event the dispute cannot be resolved through mediation, any contractual dispute or dispute over liability for debts or distribution of assets shall be resolved through the courts as provided by law. All other non-resolved disputes shall be resolved through mutual consultant to terminate this Agreement in accordance with the provisions of Article 9, or as mutually agreed upon. Such agreement shall not relieve either Sponsor from financial or legal commitments entered into pursuant to this Agreement.

ARTICLE 9. REVIEW/ TERMINATION

- 9.1. Review: This Agreement shall be reviewed by the Board of Education and the City Council annually. The Community Education Director shall initiate review of the Agreement. Any amendments to the Agreement need to be reviewed, added, and agreed to by the Sponsors in accordance with Article 10.2.
- 9.2. Termination: This Agreement shall remain in effect and shall govern the jointly sponsored Community Education and Recreation Program and Shared Facilities Use, unless the Sponsors mutually agree to terminate this Agreement. If a Sponsor proposes to terminate without mutual agreement of the other Sponsor, the Dispute Resolution process in Article 8 shall govern. Upon termination of this Agreement, each Sponsor shall be responsible for any of its financial obligations incurred up to the date of completion of the termination. Upon termination of the Agreement, any assets belonging to the Board shall be distributed to the Sponsors as agreed by the Board, taking into consideration the entity whose funds furnished the assets and the entity that will use the assets and implement the programs following termination of the Agreement.

ARTICLE 10. GENERAL PROVISIONS

- 10.1. Notices: All notices required to be given under this Agreement shall be in writing and be addressed to the Board of Education Chairperson, Mayor of the City, and the Marshall Community Services Advisory Board Chairperson.

<p>Marshall Board of Education Chairperson 401 South Saratoga Street Marshall, MN 56258</p> <p>MCS Advisory Board Chairperson 344 West Main Street Marshall, MN 56258</p>	<p>Mayor, City of Marshall 344 West Main Street Marshall, MN 56258</p>
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Copies shall be sent to the School Superintendent and City Administrator.

Independent School District #413 Superintendent  
401 South Saratoga Street  
Marshall, MN 56258

Marshall City Administrator  
344 West Main Street  
Marshall, MN 56258

All notices shall be sent via certified mail, return receipt requested, or personally delivered and shall be deemed given upon delivery.

- 10.2. Amendments: This Agreement may be amended by approval of each of the Sponsors and filed with the Board.

- 10.3. Savings Clause: Should any provision of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by so doing the purposes of this Agreement taken as a whole can be made operative. Should any provision be found unlawful, the Board of Education and /or City Council shall attempt to agree upon an amendment to this Agreement to replace the unlawful part.
- 10.4. Captions: Captions used in this Agreement are for reference purposes only and shall not be considered in interpreting the substance of this Agreement.
- 10.5. Entire Agreement: The Agreement, together with any exhibits attached hereto, constitutes the entire understanding and agreement of the parties hereto in relation to the subject matter hereof. This agreement supersedes all prior agreements, written or oral, between the City and the School District, and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by the City and the School District.

ARTICLE 11. NONDISCRIMINATION

- 11.1. Access: Access to Community Education and Recreation Programs and Shared Facilities Use Agreement shall be available to all residents of the Sponsoring agencies without regard to race, color, creed, religion, national origin, gender or sexual orientation, disability or public assistance status.
- 11.2. Employment: No applicant for employment or employee hired pursuant to the Agreement shall be discriminated against with respect to that person's race, color, creed, religion, national origin, gender or sexual orientation, disability or public assistance status.

IN WITNESS WHEREOF the sponsors hereto have caused this agreement to be executed by their respective duly authorized officers pursuant to the authority granted by the attached resolutions adopted by the City Council of Marshall and the Board of Education of Independent District No. 413.

Marshall Public Schools ISD 413

City of Marshall

\_\_\_\_\_

\_\_\_\_\_

Board of Education Chair

Mayor

\_\_\_\_\_

\_\_\_\_\_

Superintendent of Schools

City Administrator

\_\_\_\_\_

School Board Clerk

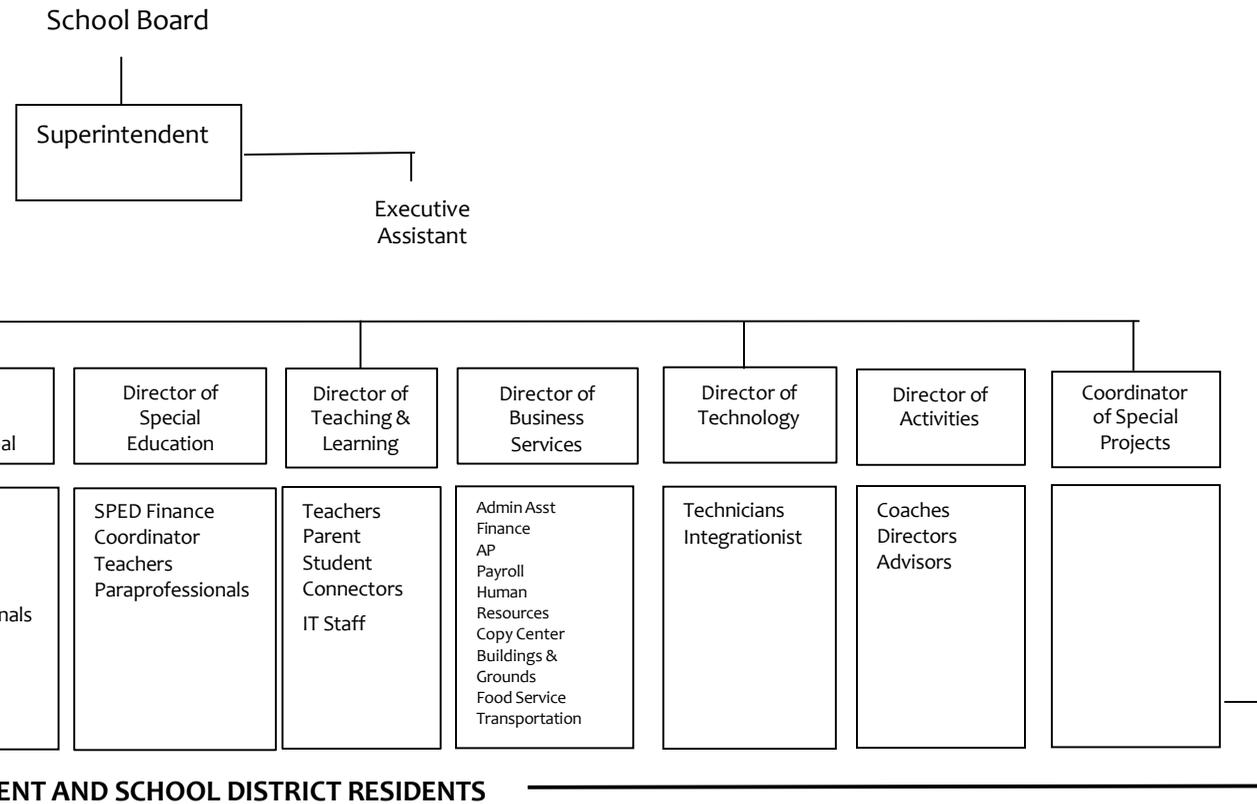
Date: \_\_\_\_\_

Date: \_\_\_\_\_

-

# MARSHALL PUBLIC SCHOOLS

## ORGANIZATIONAL STRUCTURE



SCHOOL BOARD APPOINTMENTS  
 Matt Coleman, Chair  
 Sara Runchey, Vice-Chair  
 Sara Brink, Treasurer  
 Jeff Chapman, Clerk  
 Bill Swope, Director  
 Anne Marie Vorbach, Director



DISTRICT ADMINISTRATION  
 Jeremy Williams, Superintendent  
 Dion Caron, Director of Business Services  
 Beth Ritter, Director of Teaching & Learning  
 Jackie Budden, Director of Special Education

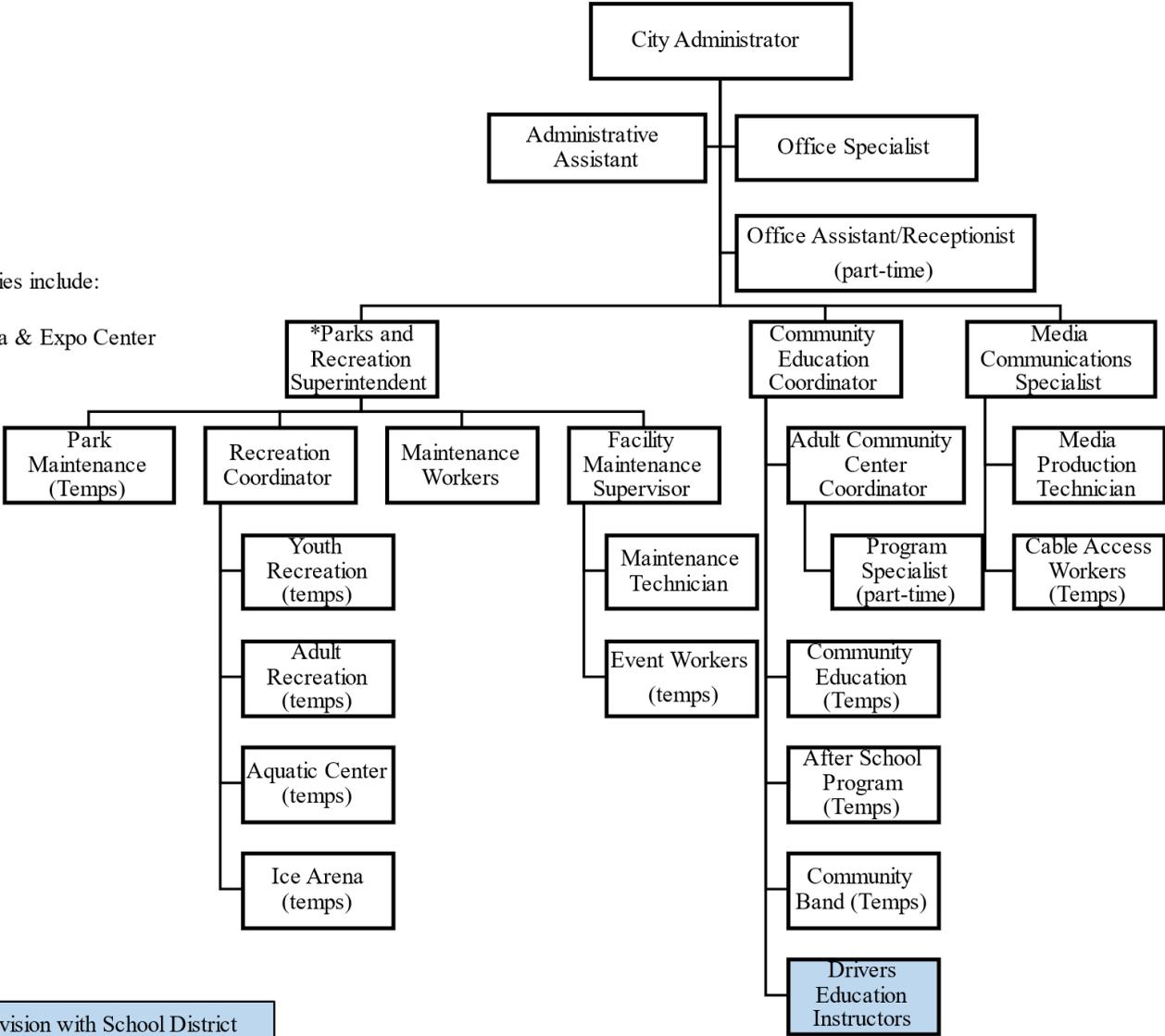
**Mission: To educate, support and prepare all learners for success.**

**Vision: Provides each learner a safe, equitable, and respectful learning environment that inspires excellence, confidence, and a sense of belonging.**

# Organization Chart—COMMUNITY SERVICES



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



Denotes shared supervision with School District

FACILITIES

School Facilities

City Facilities

Park Side Elementary	American Legion Field Park
Southview Elementary	Marshall Aquatic Center
Marshall Middle School	Liberty Park Independence Park
Marshall High School	Adult Community Center
MA-TEC (until 6/30/2024)	Red Baron Arena & Expo
ALC (starting 9/1/2024)	Memorial Park
District Office	Justice Park Freedom Park
MPS Outdoor Practice Fields	Channel Parkway Softball Complex
MCTI Center	Victory Park Patriot Park
	Municipal Building
	Marshall Lyon County Library
	Merit Center
	Amateur Sports Complex

EXHIBIT A

JOINT PROGRAMS/ SERVICES \*

Southwest Regional Amateur Sports Commission (REC)  
    Adult Basic Education (CE)  
    Driver's Education Program (CE)  
    After School Program all locations (CE)  
Youth Programs in Community Education and Recreation (CE & REC)  
Adult Programs in Community Education and Recreation (CE & REC)  
    Senior Adult Programming (CE & REC)  
    Youth Enrichment Grants (CE)  
    Outdoor Rec Grants (CE & REC)  
Facilities usage and scheduling including sports associations (CE & REC)  
    Community Services Fund Support (Crossing Guards)  
    School Resource Officer (CE)  
    Community Policing and Safety (CE & REC)  
Cable Access Programming and Productions (CE & REC)

CE=Community Education

REC=Recreation

\*This listing of programs may or may not be all inclusive of the programs/services governed by this Agreement. Program and service opportunities may change over time.

EXHIBIT B

**APPENDIX C  
BYLAWS**

Procedure for the Appointment of Members to the  
Marshall Community Services Advisory Board

The Marshall Community Services Advisory Board (hereinafter referred to as the Board) shall consist of twelve (11) voting members who shall be from the following groups:

- a. One (1) Marshall Board of Education member to be selected by said board annually.
- b. One (1) Marshall City Council liaison member to be appointed by the Mayor annually.
- c. Nine (9) members at large to be appointed as mutually agreed on a majority vote basis by the Board of Education and the City Council.
- d. The City Administrator, Director of Community Services, and Director of Business Services shall serve as non-voting, ex-officio members of the Board.

At large positions shall be for a term of two (2) or three (3) years, as designated. No member shall serve more than two (2) consecutive terms.

Qualifications for membership on the Board shall be determined by the appointing authority.

The procedure for the selection and appointment of the at-large members shall include the establishment of a selection committee comprised of: the City Council member appointed to the Board. The Board of Education member appointed to the Board, and the Mayor of the City of Marshall. The selection committee shall screen candidates and select candidates to recommend for appointment. Both the City Council and the Board of Education shall confirm the appointment of each selected candidate(s). This procedure shall be initiated on an annual basis in sufficient time to have appointments effective by the 28<sup>th</sup> day of February.

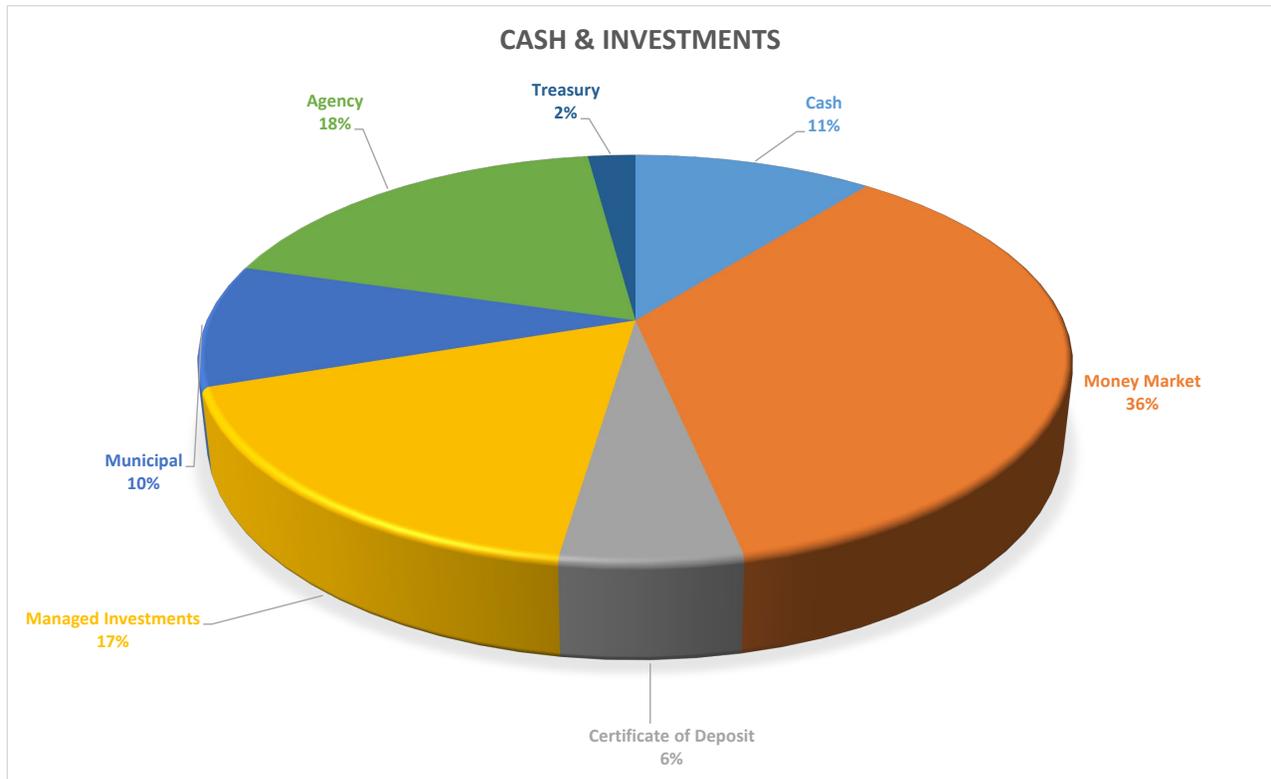
In instances where a vacancy occurs during the term of an at large member, the Board of Education and City Council shall appoint a new member to serve the remainder of the term. In the case of vacancy of a permanent member (Board of Education or City Council representative), the appropriate authority shall appoint a new member.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, January 23, 2024
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Adult Community Center, Cable Commission, Economic Development Authority</p> <p><b>Schroeder</b> – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p><b>Alcorn</b> – Community Services Advisory Board, MMU Commission</p> <p><b>Moua-Leske</b> – Convention &amp; Visitors Bureau; Diversity, Equity &amp; Inclusion Commission; Library Board</p> <p><b>Lozinski</b> – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	

**City of Marshall, Minnesota**  
**Cash & Investments**  
 12/31/2023

	<u>Par Value</u>	<u>YTM Rate</u>
CASH & INVESTMENTS:		
Checking -Bremer	5,034,304.66	0.00%
Money Market - US Bank	7,152,095.42	5.29%
Money Market - Wells Fargo	113,438.96	5.27%
Money Market - 4M	9,799,935.23	5.24%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	4.36% Average
Investment Portfolio - General Fund	2,703,185.15	
Investment Portfolio - WW/SW Capital Reserve	3,608,650.32	
Investment Portfolio - Endowment Fund	1,944,873.32	
Municipal - US Bank	4,615,000.00	3.99% Average
Certificate of Deposit - US Bank	1,225,000.00	2.22% Average
Agency - US Bank	5,335,000.00	4.16% Average
Treasury - US Bank	1,000,000.00	2.35%
<b>TOTAL CASH &amp; INVESTMENTS</b>	<u><u>47,356,483.06</u></u>	<u><u>3.72% Average YTM</u></u>



**PUBLIC HOUSING COMMISSION**

**202 N. FIRST STREET**

MARSHALL, MN 56258 18th, 2023

January 8, 2024

3:30 P.M Board Meeting

- 1 Call to Order:
- 2 Roll Call:
- 3 Approval of Previous Meeting Minutes: December 14<sup>th</sup>, 2023
- 4 Reports:
  - A. Two Month report for Operating Statement for FY 2024
  - B. Accounts Receivable/Payable.
  - C. Occupancy/ Maintenance Report
- 5 CFP. 2022 – Installation this spring.  
2023 – Installation this spring.
- 6 New Business:
  - A. Washer / Dryer Update. Payment.
  - B. New picture of Winchester Shrub Trimming.
  - C. Past Resident/Board member taking us to small claims court.
  - D. Bid to replace screens at the family units.
  - E.
  - F.
- 7 Executive Director Items:
  - A.
- 8 Commissioner Items:
  - A.
- 9 Date and Time for Next Regular Meeting, February 12th , 2024. 3:30 p.m.
10. ADJOURN TIME

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

Minutes of the Meeting of  
November 13th, 2023

Meeting called to Order: 3:30 P.M. by Chair Rickgarn.  
Members Present: Farrell, Rickgarn, Knutson, Katz, Juarez.  
Reilly, Schroeder.

MOTION by Knutson, seconded by Rickgarn, to approve the minutes of the October 16th, 2023 meeting. All voted in favor, Motion passed.

**REPORTS: No Report -Month Operating Statement** for FYE 23 was reviewed by the Board. Motion by \_\_\_\_\_, second by \_\_\_\_\_ to approve the eleven-month report. All voted in Favor, Motion passed to approve the report.

**Account Receivable/Payable: A One-month** report was reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 021608 to # 021630 in the amount of \$ 39,149.78 Motion by Juarez, second by Knutson, to approve the report. All voted in favor.

**Occupancy Report:** Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

CFP- 2022, Waiting for Patio doors to be delivered, Installation may be spring time.

CFP- 2023, Review Patio Door Contract with Lozinski Const.

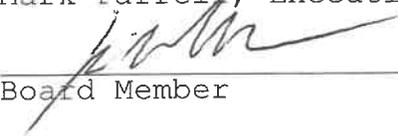
**New Business:**

- A. Washer /Dryer Update-payment.
- B. Work Truck repair estimates. Board suggested other Bids.
- C. Motion by Knutson, second by Reilly, to table Resolution # 24-02, Revised Operating Budget, Board had more time to review last years end month reports. All voted in favor, Motion passed.
- D. Discussed candidates for Maintenance staff.
- E. Canopy has been installed, looks great, nicely rebuilt frame.
- F. By way of e-mail, after having time to review year end fiscal reports, Motion by Rickgarn, second by Knutson, to approve Resolution # 24-02, revised budget. Three votes in favor, two board members, didn't vote either way, Motion passed.
- G.
- H.

Next Meeting: December 14th, 2023 3:30 p.m.

Chairperson Rickgarn Declared the meeting adjourned at 4:14p.m.

  
\_\_\_\_\_  
Mark Farrell, Executive Director

  
\_\_\_\_\_  
Board Member

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

Minutes of the Meeting of  
October 16th, 2023

Meeting called to Order: 3:30 P.M. by Chair Rickgarn.  
Members Present: Farrell, Rickgarn, Knutson, Katz, Juarez.  
Absent: Reilly, Schroeder Both Called In.

MOTION by Knutson, seconded by Katz, to approve the minutes of the September 18th, 2023 meeting. All voted in favor, Motion passed.

**REPORTS: Eleven-Month Operating Statement** for FYE 23 was reviewed by the Board. Motion by Knutson, second by Rickgarn to approve the eleven-month report. All voted in Favor, Motion passed to approve the report.

**Account Receivable/Payable: A One-month** report was reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 021541 to # 021581 in the amount of \$ 58,797.12 Motion by Knutson, second by Rickgarn, to approve the report.

**Occupancy Report:** Currently working with several applicants for Parkview, and Family Units. Detailed Maintenance report included.

CFP- 2022, Waiting for Patio doors to be delivered, Installation may be spring time.

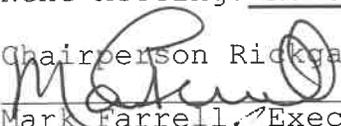
CFP- 2023, Bid Opening, October 12<sup>th</sup>, 2023.  
Review Bid Tabulation with two Bidders. One Bidder did not have all required Bid Forms. Motion by Rickgarn, second by Knutson to award Patio contract to Lozinski Const. All voted in Avoe, Motion passed.

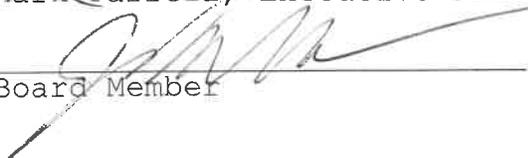
**New Business:**

- A. Washer /Dryer Update-payment.
- B. Letter of resignation from Maintenance worker Ron Enga.  
Will start the Hiring Process.
- C. Report on Retired Rick Banbury's compensated sick leave and vacation.
- D.
- E.

Next Meeting: November 13th, 2023 3:30 p.m. Community Room.

Chairperson Rickgarn Declared the meeting adjourned at 4:05p.m.

  
Mark Farrell, Executive Director

  
Board Member



# MARSHALL

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

<b>Applicant Name</b>	<b>Location</b>	<b>Description of Work</b>	<b>Valuation</b>	<b>Approved Date</b>
Aaron Thooft	303 BRUCE ST N	HVAC - Air Conditioning, Furnace	6500.00	01/08/2024
ARENDS RENTALS LLC	206 WHITNEY ST N	Interior Remodeling - ANY Work Inside, Except Fireplace	5000.00	01/12/2024
BABCOCK CONSTRUCTION	1005 SILVERVINE DR	Re-Siding	12445.00	01/04/2024
GESKE HOME IMPROVEMENT CO	113 GRAY PL W	Windows	4800.00	01/08/2024
GESKE HOME IMPROVEMENT CO	1309 HORIZON DR	Windows	6400.00	01/08/2024
GESKE HOME IMPROVEMENT CO	1111 WASHINGTON AVE, 1111 WASHINGTON AVE	Doors, Windows	10400.00	01/08/2024



## Upcoming Meetings

### January

- 01/23 Regular Meeting, 5:30 PM, City Hall
- 

### February

- 02/13 Regular Meeting, 5:30 PM, City Hall
- 02/27 Regular Meeting, 5:30 PM, City Hall

# 2024 Regular Council Meeting Dates

2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 9, 2024
2. January 23, 2024

## February

1. February 13, 2024
2. February 27, 2024

## March

1. March 12, 2024
2. March 26, 2024

## April

1. April 9, 2024
2. April 23, 2024

## May

1. May 14, 2024
2. May 28, 2024

## June

1. June 11, 2024
2. June 25, 2024

## July

1. July 9, 2024
2. July 23, 2024

## August

1. Monday, August 12, 2024
2. August 27, 2024

## September

1. September 10, 2024
2. September 24, 2024

## October

1. October 8, 2024
2. October 22, 2024

## November

1. November 12, 2024
2. November 26, 2024

## December

1. December 10, 2024
2. December 17, 2024

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## 2023 Uniform Election Dates

- February 13, 2024
- March 05, 2024
- April 09, 2024
- May 14, 2024
- August 13, 2024
- November 05, 2024

### 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.