



**CITY OF MARSHALL
City Council Meeting
A g e n d a**

**Tuesday, October 12, 2021 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 a regular meeting held on September 28, 2021.

PUBLIC HEARING

2. Request to Move Dwelling into Residential District from 401 Village Drive to 501 Brussels Court.
3. Mosch Addition – 1) Public Hearing on Preliminary Plat; 2) Approval of Preliminary Plat; 3) Consider Resolution Adopting the Final Plat.
4. Archer Daniels Midland Company: 1) Public Hearing regarding a business tax abatement request. 2) Consideration of Resolution Number 21-080, a resolution approving business tax abatement.

AWARD OF BIDS

5. Snow Removal Services at Tall Grass Liquor and MERIT Center for the 2021/2022 through 2022/2023 Winter Seasons - Consider Award of Proposal.
6. Arrival/Departure Building Roof Repair at the Airport - Consider Award of Proposal.
7. Project SWM-007: Independence Park Pond Forebay Expansion Project – Consider Resolution Accepting Bid (Awarding Contract).

CONSENT AGENDA

8. Memorandum of Understanding between the City of Marshall, Lyon County Sheriff's Office, and Western Mental Health Center.
9. Consider authorization to declare vehicle as surplus property for the Marshall Police Department.
10. State of Minnesota Joint Powers Agreement & Amendment to CJDN.
11. Consider approval of the Marshall Police Department's participation in the Toward Zero Death (TZD) program and serve as the fiscal grant agent for partnering agencies.
12. Consider LG220 Application for Exempt Permit for SMSU Foundation for February 19, 2022.
13. Agreement for Hazardous Materials Response.
14. Wastewater Treatment Facilities Improvement Project - 1) Consider Application for Payment No. 27 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0276433 to Bolton & Menk, Inc.
15. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

16. Consider Adoption of Ordinance Revision to Sec. 66-108(d)-Walkways.
17. Consider Proposal from TKDA for Predesign Study of the Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) at the Southwest Minnesota Regional Airport.
18. Consider approval of the Building Maintenance Staffing Proposal.
19. Consider approval of amendments to the Personnel Policy Manual.
20. MN DEED BDPI Notice and Request for Commerce Ind Park and MNNG Development.

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

COUNCIL REPORTS

- [21.](#) Commission/Board Liaison Reports
- 22. Councilmember Individual Items

STAFF REPORTS

- 23. City Administrator
- 24. Director of Public Works
- 25. City Attorney

ADMINISTRATIVE REPORTS

- [26.](#) Administrative Brief

INFORMATION ONLY

- [27.](#) Information Only

ADJOURN TO CLOSED SESSION

- [28.](#) Conduct a closed session pursuant to Minnesota Statutes, section 13D.05, subdivision 3(b) to engage in an attorney-client privileged discussion with the City's attorneys regarding pending litigation at Broadmoor Valley Mobile Home Park.

MEETINGS

- [29.](#) Upcoming Meetings

ADJOURN



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 12, 2021
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes from a regular meeting held on September 28, 2021.
Background Information:	Enclosed are the minutes from a regular meeting held on September 28, 2021.
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	That the minutes of the regular meeting held on September 28, 2021 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, September 28, 2021**

The regular meeting of the Common Council of the City of Marshall was held September 28, 2021, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Don Edblom, John DeCramer, Russ Labat and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Annette Storm, Director of Administrative Services; Karla Drown, Finance Director; Ilya Gutman, Plan Examiner/ Assistant Zoning Administrator, and Kyle Box, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a general consensus to operate under the current agenda.

Consider approval of the minutes from a regular meeting held on September 14, 2021.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer that the minutes of the regular meeting held on September 14, 2021 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Carr Subdivision III - 1) Public Hearing on Preliminary Plat; 2) Approval of Preliminary Plat; 3) Consider Resolution Adopting the Final Plat.

The final plat of Carr Subdivision I was approved by the City Council at its April 4, 2005 meeting. At the June 28, 2010 City Council meeting the plat was altered with the passing of Carr Subdivision II. Carr Subdivision II consisted of a small portion of the southwest corner of Carr Subdivision I which included a portion of MnDOT right-of way set aside for the future connection of Travis Road to MN 23. After discussions with MnDOT, the City and Developer elected to eliminate the future access point to MN 23 and desired to alter the location of Donald Drive and Travis Road.

Now, the developer wishes to combine and split lots to construct townhomes on the south side of Andrew Street in a similar manner to those constructed on the north side. Because one of the lots is in Carr Subdivision I and the other is in Carr Subdivision II, a platting process is required to adjust lot sizes for the construction of townhomes. The area is zoned R-2 where townhomes are a permitted use. City staff has conferred with Marshall Municipal Utilities regarding the placement of a new utility easement with this plat.

Copies of the proposed subdivision have been sent to the local utility companies for their review and comments.

The preliminary plat was presented at the Planning Commission meeting on September 8, 2021. Following discussion, Schroeder made a motion, second by Muchlinski to recommend approval to City Council as recommend by staff. Fox abstained from vote. All voted in favor.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski that the Council close the public hearing. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Motion made by Councilmember DeCramer, Seconded by Councilmember Labat that the Council approve the Preliminary Plat of Carr Subdivision III. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember

Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski.
The motion **Carried. 7-0**

Motion made by Councilmember Lozinski, Seconded by Councilmember Edblom that the Council adopt RESOLUTION NUMBER 21-076, which is the Resolution Approving the Final Plat of Carr Subdivision III. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Project ST-022: Bruce Street Gravel Resurfacing Project – Consider Award of Quotes.

For background, Skunk Hollow Road used to be County Road 67, a route on the County State Aid Highway System. In 1996, the County relinquished control of the street to the City as a “County Road Turnback”. Therefore, the city assumed ownership of the right of way and the street, and the segment was added to our Municipal State Aid System mileage. As part of the process of relinquishing control of the roadway, Lyon County paid the city for the cost to resurface the roadway at that time. The thought process at the time was that the city would grow in this direction, and it made more sense for the route to be operated by the city.

Since construction of the levee to the south, the land north of the levee (which includes Skunk Hollow Road) is almost entirely located in the floodway or floodplain. Therefore, the property south of Skunk Hollow cannot be developed and the roadway is frequently under threat of flooding. The residents on the north side of Skunk Hollow Road are not located in city limits; the city limits terminate on the north side of the Skunk Hollow Road right of way. In 2011-2012, city staff and Council explored the option of relinquishing control of Skunk Hollow Road back to Lyon County. There were meetings involving city and county staff and officials. Eventually, it was decided that Skunk Hollow Road and the land to the south would remain in city limits and the street would remain under city control until a later date when the city would establish a new route that moved the alignment to follow a path straight south to Fairview Street. In 2016, the roadway surfacing of Skunk Hollow Road was “reclaimed” in lieu of completing an expensive surfacing project. This essentially turned the surface into a gravel road by mixing the bituminous surface millings into the gravel base.

At the October 13, 2020 City Council meeting, staff presented a range of options and costs for improvement efforts to Skunk Hollow Road. At the meeting, the Council elected to continue to operate Skunk Hollow Road as a gravel surfaced road. City staff indicated that a gravel surfacing project would need to follow and that staff would pursue quotes for the work.

City staff is now prepared to execute a project to resurface the roadway with new gravel. The project would include an additional 4 inches of gravel placed along the entire Skunk Hollow Road segment of Bruce Street from just north of the levee to the road’s connection point with County Road 35.

There is roughly a quarter-mile segment in the middle of the project area where floodway constraints require that the roadway surface is not raised. In this segment, the roadway will be cut down 4 inches prior to gravel placement to allow for the new gravel surface to be installed without raising the elevation of the roadway surface.

This project was introduced and Council authorized staff to receive quotes at the September 14, 2021 City Council meeting. Staff solicited quotes directly from area contractors, as well as advertising the project through the City website and social media.

Five quotes were received, ranging in price from \$19,951.40 to \$35,290. The City was provided \$80,363.43 by the County in 1996. These funds have been set aside by the City and have accrued interest for a total fund amount of \$125,711.13 as of December 2019.

The gravel surfacing project is estimated to cost \$24,300.81 including contingency (5%) and engineering (16%) costs.

Motion made by Councilmember DeCramer, Seconded by Councilmember Lozinski that the Council award the quote for Project ST-022: Bruce Street Gravel Resurfacing Project to Rogge Excavating, Inc. in the amount of \$19,951.40. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider Approval of the Consent Agenda.

Councilmember Labat requested that item number 4, Ordinance Revision - Sec. 66-108(d) – Walkways: Introduction of Ordinance, be removed for further discussion.

Motion made by Councilmember Meister, Seconded by Councilmember Edblom to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Approval of the Preliminary Plat of Mosch Addition - Introduce Plat and Call for Public Hearing.

Approval to call for a Public Hearing Regarding Proposed Property Tax Abatement at 400 Erie Road.

Approval of Resolution Number 21-77, a Resolution Authorizing Closure of Special Revenue Fund 215

Approval of Resolution Number 21-78, a Resolution Declaration of Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds.

Approval of a Temporary On-Sale Intoxicating Liquor License for SMSU.

Approval of a Temporary On-Sale Intoxicating Liquor License for the Marshall Area Chamber of Commerce.

Approval of a LG220 Application for Exempt Permit for SW MN Ducks Unlimited for October 15, 2021.

Approval of a LG220 Application for Exempt Permit for SMSU Foundation for December 4, 2021 and January 12, 2022.

Approval for a request to move dwelling – Call for a Public Hearing.

Approval of the bills/project payments

Ordinance Revision - Sec. 66-108(d) – Walkways: Introduction of Ordinance.

The City Engineering Department has been committed to a minimum 5-FT sidewalk width for many years. It is the opinion of City staff that a 5-FT minimum width is much more comfortable for sidewalk users. The intent of changing this ordinance is to ensure that our City ordinance agrees with current Engineering Department principles. On all reconstruction projects and all new subdivisions, it is staff's belief that 5-FT should be the minimum allowable width. City staff will not require 5-FT sidewalk if a property owner is replacing 4-FT sidewalk in an existing area with 4-FT sidewalk adjacent.

This item will be discussed at the Legislative & Ordinance Committee meeting on September 28, 2021 with introduction of ordinance at City Council that same evening.

Councilmember Labat asked a clarifying question regarding the ordinance and current practice regarding sidewalk replacement and new construction.

Motion made by Councilmember Schafer, Seconded by Councilmember Labat that the Council introduced the ordinance amendment. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Consider approval of 2021-2022 League of Minnesota Cities Insurance Trust Property/Casualty and Liability Insurance.

The City of Marshall carries property and casualty insurance coverage with the League of Minnesota Cities Insurance Trust (LMCIT). The annual renewal is for the coverage period of October 1, 2021, through September 30, 2022.

This insurance covers the City, MMU and Marshall-Lyon County Library. The premiums are also paid by all three entities.

City staff, along with Bremer have completed extensive work on all properties to ensure proper coverage. This included a walk-through of all city parks and some departments. The process is recommended to be completed every 5-7 years.

Last year Council gave direction to obtain quotes for the City's Equipment Breakdown coverage. This has been completed by staff and Bremer, which resulted in a competitive quote at a lower cost of premium to the city. Staff requested Bremer to obtain a quote for outside insurance coverage (other than LMCIT). This process was additional work on the behalf of staff, which included completing multiple forms and a walk-through of all properties. Those entities declined to quote.

Further review of City coverage brought to our attention the Airport Liability. LMCIT has airport liability insurance at no additional cost to the city. The \$5,000,000 Limit coverage currently carried by the city is above and beyond LMCIT coverage. After Bremer's research and discussion with the League, it is staff's recommendation to drop the additional Airport Liability insurance (annual premium of \$2,300).

Joel Quam with Bremer Bank provided a review of the renewal and coverage in greater detail.

Motion made by Councilmember Schafer, Seconded by Councilmember Edblom to approve the annual LMCIT property, casualty and liability insurance renewal and drop the airport liability coverage. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat. Voting Nay: Councilmember Lozinski. The motion **Passed. 6-1**

Motion made by Councilmember Lozinski, Seconded by Councilmember Meister for the staff to conduct a Request for Proposals for the Agent of Record. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Pre-Development Agreement Block 11

The city of Marshall has recently been in discussions with an established developer on the potential development of Block 11.

A Pre-Development Agreement (PDA) would give the developer the first right-of-refusal on a negotiated basis once the project is deemed feasible by the city. In turn, the city gains progress on developing a viable project within a specified time frame. Also, the city and development team are able to gain a better understanding of opportunities and risks prior to proceeding to the development phase.

Previously, the city did approve a preliminary development agreement (PDA) between the city and APX, a development firm out of Mankato, MN. The (PDA) expired and since then the Block 11 property is available to other developers and their proposed projects.

Motion made by Councilmember Schafer, Seconded by Councilmember DeCramer Approved Pre-Development Agreement between the City of Marshall and Block 11 Marshall, LLC with a termination date of December 31, 2021.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Commission/Board Liaison Reports

Byrnes No Report

Schafer MERIT Center Commission met and reviewed the updated trainings over the last few months including, pilot car course, commercial vehicle inspection course, emergency vehicle operations, motorcycle safety course, moped course and continued CDL classes. The Marshall Fire Department and North Memorial continue to use the facility for trainings as well. Avera and the Mankato Police Department continue to use the facility as well for their training and meeting room needs.

Meister Cable Commission met to review Studio One operations over the last year. Studio One has had 1,043 shows during 2020 – present, 129,000 hits over 3 platforms, Audio and Video updates at MERIT Center and Adult Community Center updates, and security cameras throughout the community.

Edblom Public Housing Commission met to welcome a new member and are finalizing summer projects.

Planning Commission met in special session to review the council action item regarding the Mosch property. There was also a discussion on membership to the Commission.

DeCramer Economic Development Commission met and reviewed the council action item taken tonight.

Marshall Municipal Utility Commission met to review chair ship

Labat Convention and Visitors Bureau met and will begin working on a seasonal newsletter as well as a new website to replace the current “MARSH” site. CVB staff continue to move into the building.

Lozinski City Hall Committee met to review that substantial completion of the building has been met.

Councilmember Individual Items

Councilmember Lozinski brought up a discussion on VRBO's and short-term rentals and would like to have the city look into drafting an ordinance to regulate short-term rentals.

Councilmember Labat commented in favor of member Lozinski's comments and asked if members of the audience could comment on a specific property in question.

Councilmember DeCramer discussed that short-term rentals will be discussed at the staff and Legislative and Ordinance Committee level and brought to the full Council for introduction.

Councilmember Schafer also commented on short-term rentals and the importance of being a good neighbor.

Councilmember Meister provided further discussion short-term rentals and on being proactive vs. reactive and when it comes to progressive changes within the community.

Mayor Byrnes commented on the recently completed Army Corps. of Engineer project. Byrnes also commented on the need for additional members on local boards and commission.

Mayor Byrnes invited a member of the audience forward to discuss the short-term rental operating next to their home.

City Administrator

City Administrator Sharon Hanson commented on the Community Survey regarding parks and recreation. Hanson commented that there will be 33 questions asked over the phone ranging on financing options, park facilities as well as offering a couple of open-ended questions.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson provided an update on local projects including the Army Corps. completed project and levy repair completed by the Street Department as well as the Independence Park trail project and Westwood curb replacement. Director Anderson also commented on a potential grant for the airport and a future bid for roof repair also at the airport.

There was further discussion on the Country Club Drive project and items that still need to be resolved.

City Attorney

City Attorney Dennis Simpson provided an update on the Helena Chemical project and MAHA agreement.

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 6:59 P.M., Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adjourn.
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Edblom,
Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 7-0**

Mayor

Attest:

City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	PUBLIC HEARING
Type:	INFO/ACTION
Subject:	Request to move dwelling
Background Information:	<p>The house to be moved to 501 Brussels Court is currently located at 410 Village Drive. It is a two-story house over crawl space approximately 2,480 S.F. in footprint area, built in 1958. This house was inspected by Ray Henriksen, Building Official, and found to be in good condition suitable for moving. Attached are building photos, building diagrams, and inspection report. The entire house will be brought up to the new Building Code. The site at Brussels Court seems to be adequate.</p> <p>The residential area where this house will be moved in has a covenant agreement, but this house seems to be generally in compliance with it. However, the city does not enforce covenant agreements. There are no other houses in the immediate vicinity of the proposed relocation lot except one recently moved in. An aerial photo of the area is attached for Council's consideration. According to the City Ordinance, the aesthetics, i.e., how the house fits into the locale to which it is being moved, is the main concern for the Council and a deciding factor for approval. The approval should be granted in case it is determined that the house does fit into the area. Since the issue for the Council is about appearance, staff does not render an opinion.</p> <p>Ordinance Sections 18-56 through 18-62 outline moving-in-town procedures https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH18BUB_URE_ARTIIIMOBU_DIV2PEMOINREDI_S18-56RE</p> <p>At the September 28, 2021, meeting, the City Council called for a Public Hearing to be held on October 12, 2021, regarding this application</p>
Fiscal Impact:	The applicant will be responsible for all direct costs related to this request to move dwelling into a residential district.
Alternative/ Variations:	N/A
Recommend ations:	<p>that the Council close the public hearing.</p> <p>Since this is an aesthetics issue, final recommendation is deferred to City Council.</p>



BUILDING SERVICES DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MN 56258-1313
 PHONE: 507-537-6773
 CELL: 507-530-3049

INSPECTION REPORT

DATE: 3-29-2021
 OWNER: L2A LLC
 619 Hwy 71 E.
 Willmar, MN 56201

PROJECT: 410 Village Drive – To be relocated from
 LOCATION: Address to be determined in Marshall
 FROM: Ray Henriksen
 Building Official
 City of Marshall, 56258

At the request of Jeff Gladis, Western Community Action, I looked at a dwelling in 410 Village Drive to be relocated to within Marshall. Dimensions, footprint layout, along with photos are on file. The following itemized list are my observation of the dwelling for review by the City of Marshall for possible relocation.

1. Dwelling was built in 1958
2. Two Story dwelling with no basement
3. 2,480 Total Sq. Ft. (Habitable Area) 768 Sq Ft Garage
4. Four bedrooms on the second floor.
5. All mechanical, AC, water heater, softener, shall replaced with new systems.
6. Dwelling is 2x4 stick built with truss roof
7. Exterior roof appears straight with no sags and is in good condition.
8. The attic was not accessible for inspection, Verify R value meets current code compliance.
9. No apparent roof/ceiling damage or staining from water.
10. Interior and exterior walls and floor are straight and level.

Exterior:

1. Siding is vinyl siding, in good condition.
2. Windows are aged. Interior film is peeling from glazing. See photo of the conditions.
3. Gutters are I good condition
4. Asphalt shingles, age unknown, all roofs are in good shape.
5. Continuous ridge vents used on the garage and dwelling.
6. Garage overhead door is a 2” insulated panel. With wind bracing but no label.
7. Vented soffits.
8. Exterior of windows faded vinyl clad

Deck

1. Not to be re-used

Attic

1. Truss At 24" OC
2. OSB roof sheathing.
3. Attic only visible through high scuttle access opening.
4. Not accessible to determine R value and condition of trusses

Dwelling:

1. Crawl space foundation
2. Floor joist 2 x 10 x 16" O.C.
3. PVC and copper DWV throughout dwelling
4. Verify bathroom exhaust fans are operational & vented through roof. (no Power in Dwelling)
5. Smoke detector and CO detector are in all bedrooms and hall. Need to be replaced due to condition
6. Gypsum walls. Good condition. Minor holes in some bedroom walls.
7. Floor covering need replacement.
8. Garage fire wall is in tacked from floor to ridge with no ceiling
9. All ducts in crawl space shall be replaced due to condition.
10. Verify Exterior / Interior lighting operations
11. Stair handrails need to be returned to wall for compliance

Overall condition is in good with minor repairs to be completed.

16'
OH Door

Garage

39 x 46
Casement

Bath

Dine

5' 9"
Patio Door

MECH.
Rm

kitchen

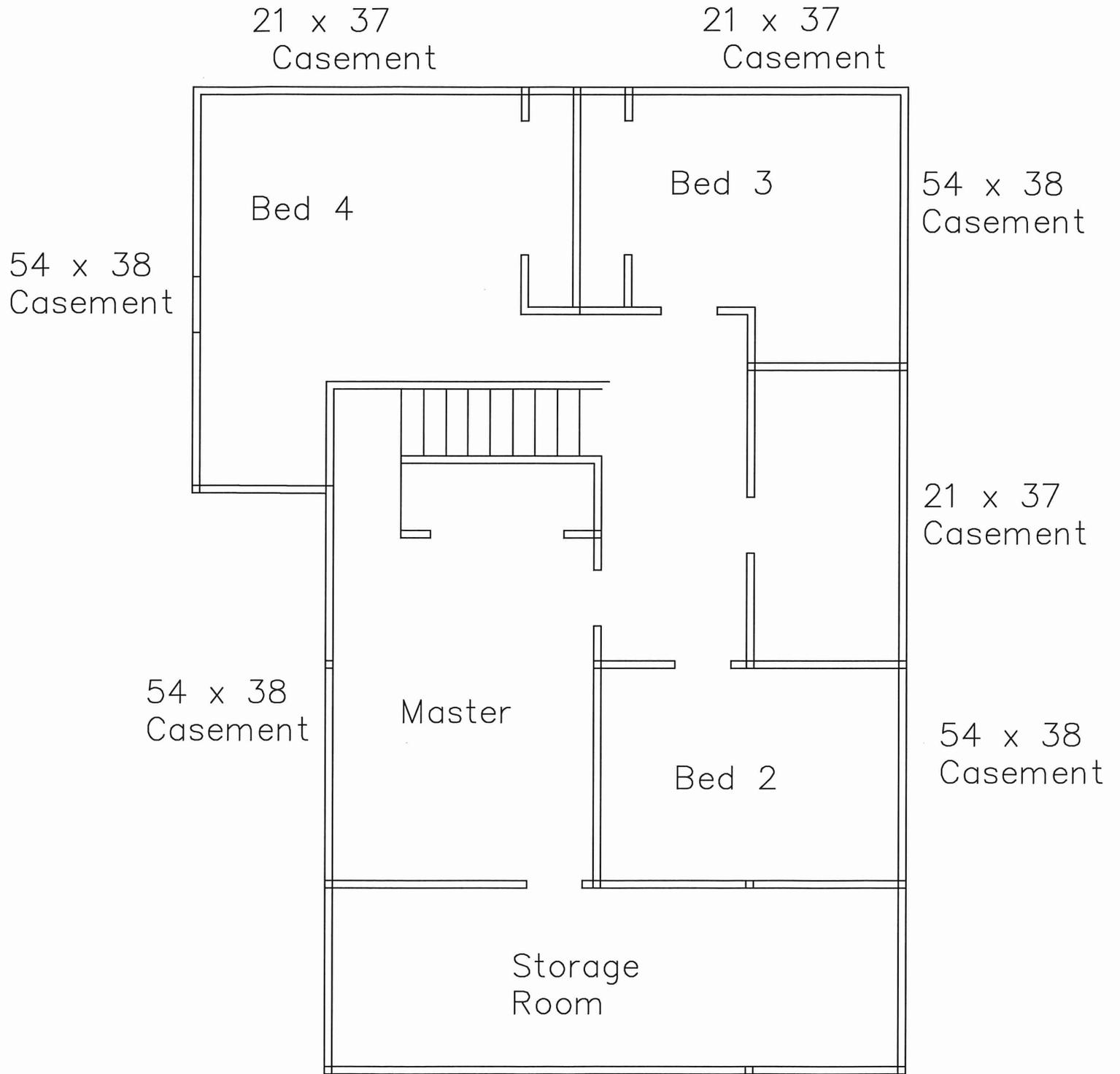
39 x 45
Casement

94 x 57
Casement

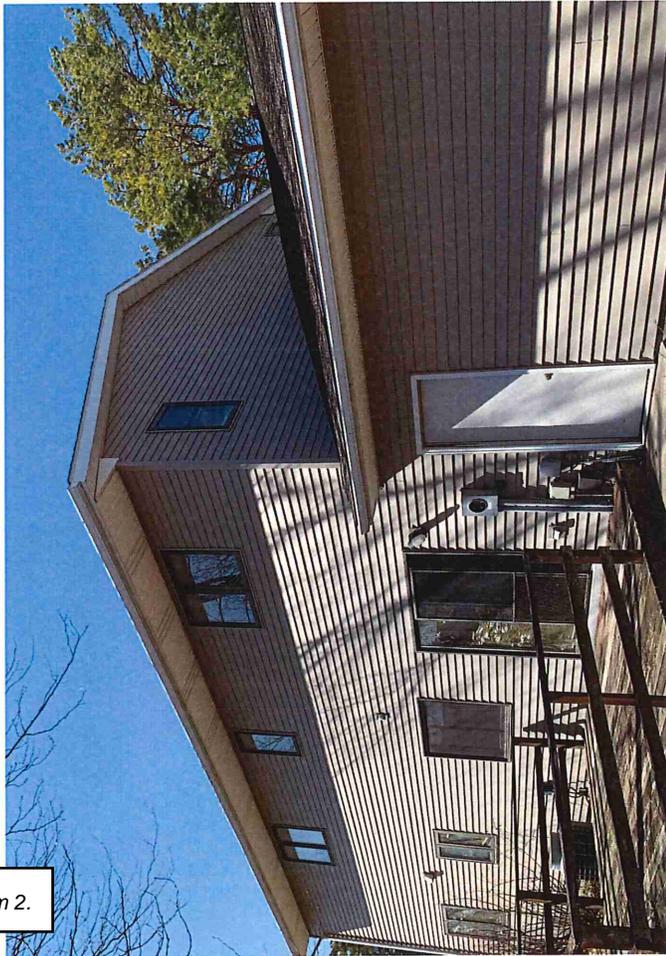
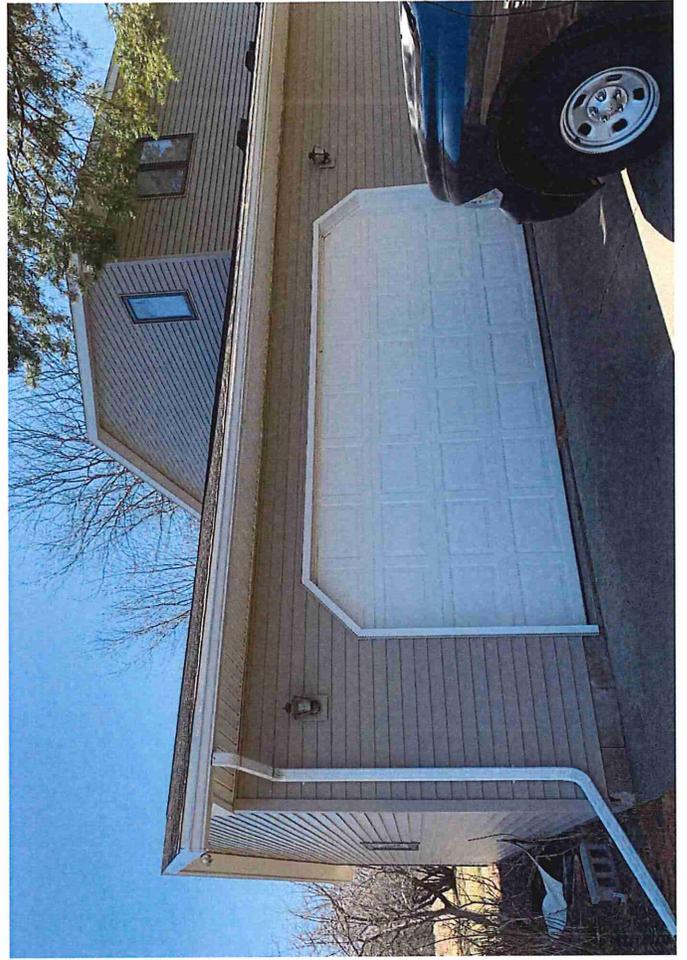
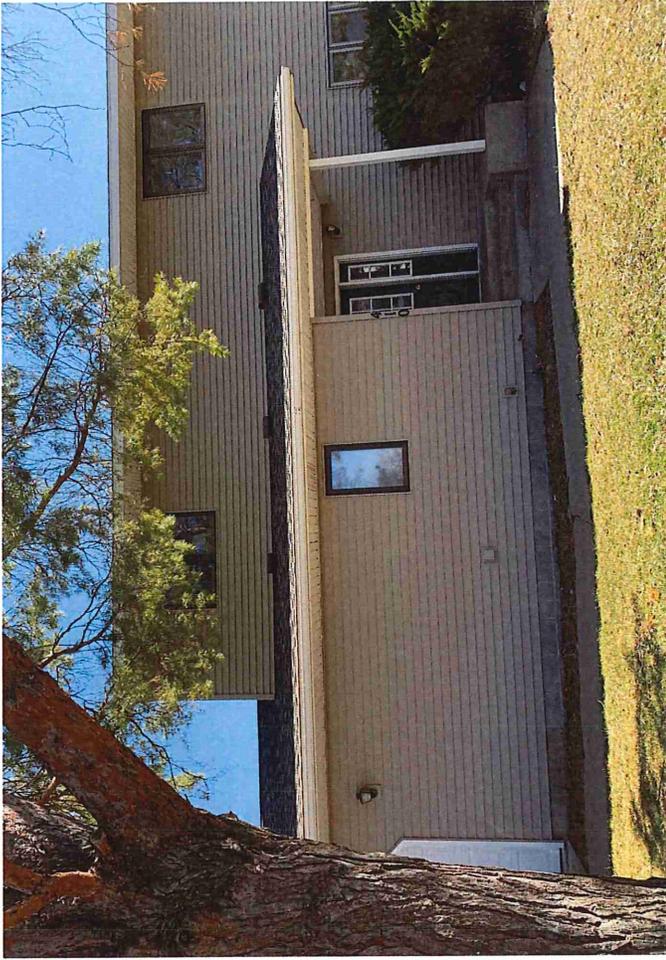
Family

54 x 46
Casement

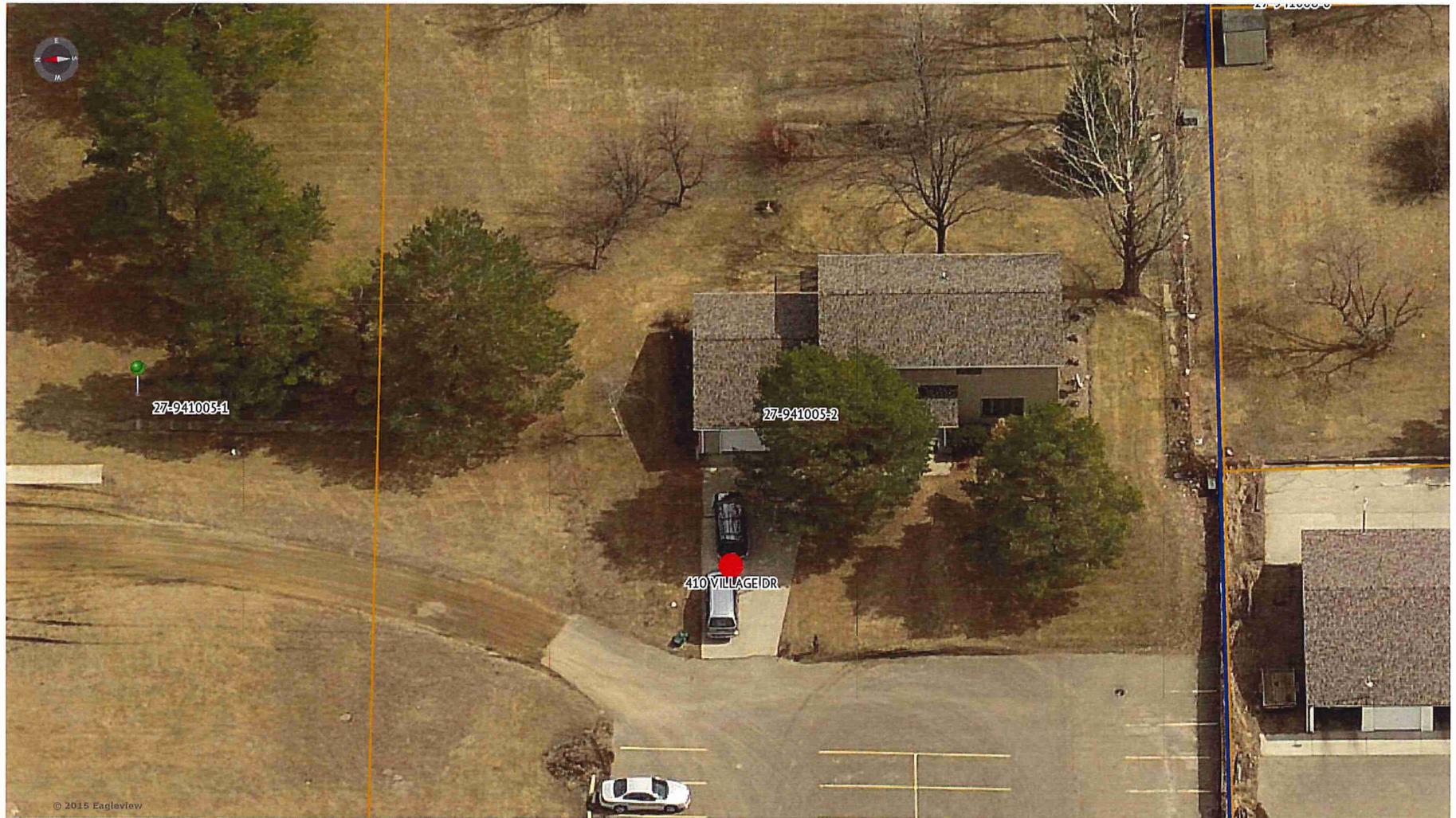
410 Village DR. - 1st Floor



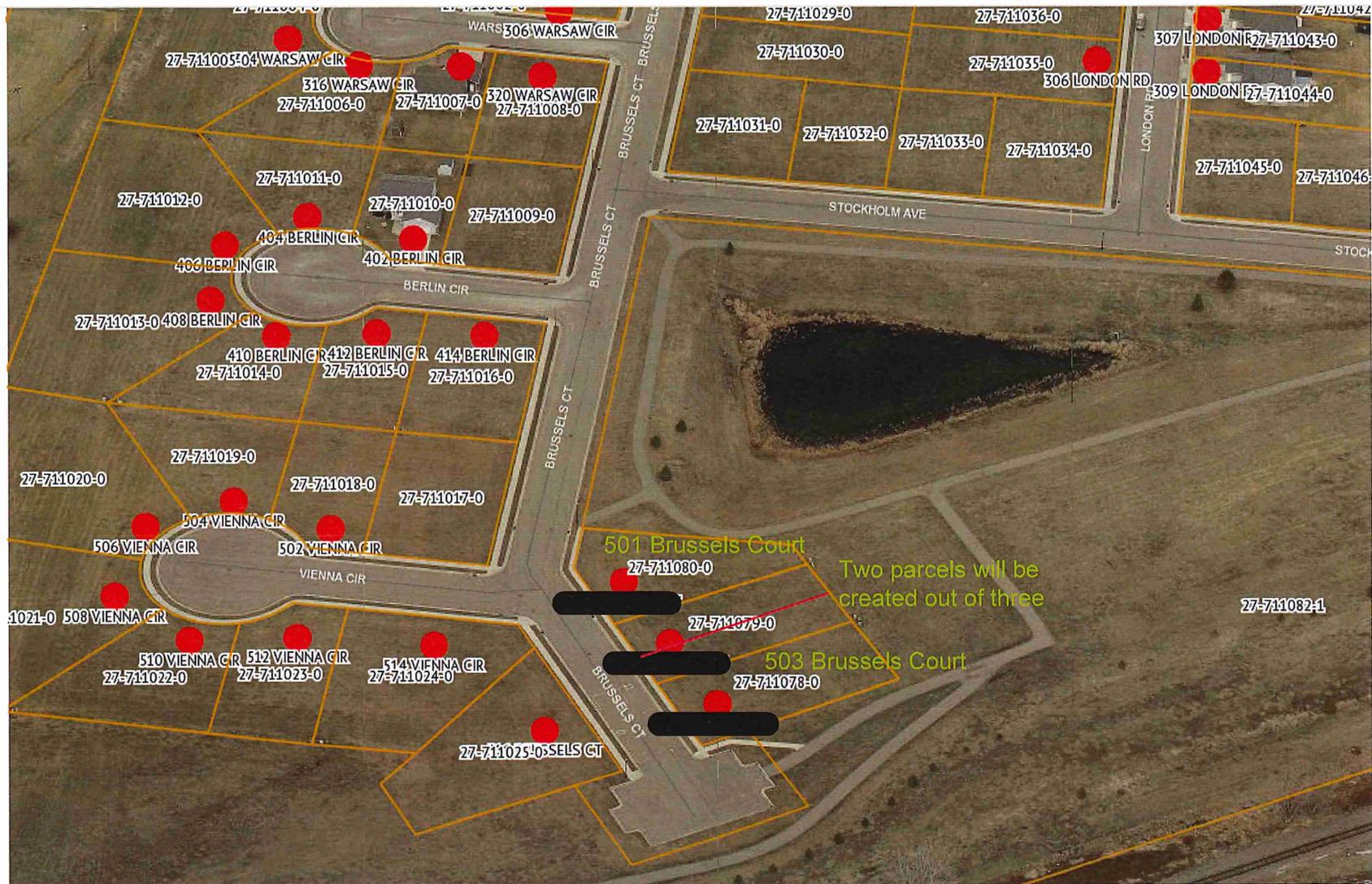
410 Village DR. – 2nd Floor



Item 2.



map: Auto (Oblique) Mar 2015 - Apr 2015 image 1 of 10 03/27/2015





CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 12, 2021
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Mosch Addition – 1) Public Hearing on Preliminary Plat; 2) Approval of Preliminary Plat; 3) Consider Resolution Adopting the Final Plat.
Background Information:	<p>Attached please find a copy of the preliminary plat of Mosch Addition.</p> <p>This property is listed for sale by owner Sandra Mosch. To help facilitate a property sale, the owner wishes to move an existing lot line to better reflect intended parcel locations.</p> <p>City Ordinance Sec. 66-31 Plat required states, “Whenever any subdivision of land is proposed, before any contract is made for the transfer of any part of such land, and before any permit for the erection of any structure in such proposed subdivision shall be granted, the subdivider, owner or an authorized agent shall apply for and secure approval of such proposed subdivision plat in accordance with the procedures set forth in this chapter.”</p> <p>As defined by Sec. 66-1 Definitions, <i>subdivision</i> means the division of any parcel of land thereto shown as a unit or as contiguous units of record to which this chapter is applicable for the purpose of transfer of ownership or building development, whether future or immediate, or any division of land involving a new street or road regardless of parcel size or the number of parcels.</p> <p>Because the land requested to be subdivided is not currently platted, City staff has requested that the property owner plat the property.</p> <p>Also attached is the Engineer’s Report of Preliminary Plat Review. Copies of the proposed subdivision have been sent to the local utility companies for their review and comments.</p> <p>The preliminary plat was presented at the Planning Commission meeting on September 22, 2021. Following discussion, Muchlinski made a motion, second by Knieff to recommend approval to City Council as requested, subject to review and recommendations of local utility companies. All voted in favor.</p> <p>Attached please find a copy of the Final Plat Checklist for Mosch Addition.</p>
Fiscal Impact:	The applicant will be billed for all direct costs relating to the platting process.
Alternative/ Variations:	No alternative actions recommended.

Recommendation:	Recommendation No. 1 that the Council close the public hearing and approve the Preliminary Plat of Mosch Addition. Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 21-079, which is the Resolution Approving the Final Plat of Mosch Addition.
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RESOLUTION NUMBER 21-079

RESOLUTION APPROVING THE FINAL PLAT OF MOSCH ADDITION

WHEREAS, the developer has filed with the Common Council, a Preliminary Plat identified as Mosch Addition situated in the City of Marshall, County of Lyon, State of Minnesota, described as follows, to-wit:

**MOSCH ADDITION
BLOCK ONE LOTS 1-2**

more particularly described as attached Exhibit A.

WHEREAS, the Final Plat of Mosch Addition was presented to the Common Council on October 12, 2021.

NOW THEREFORE BE IT RESOLVED, that said Final Plat of Mosch Addition has been duly found to be in conformity with Chapter 66 of the Code of Ordinances and State Statutes.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the Common Council hereby authorizes and directs the City Clerk to certify his approval on the plat.

NOW THEREFORE BE IT FURTHER RESOLVED THAT this resolution shall become void 90 days after adoption and fulfillment of all contingencies of approval, if any, unless the plat is filed for record within such time.

Passed and adopted by the Common Council this 12th day of October, 2021.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

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

EXHIBIT A

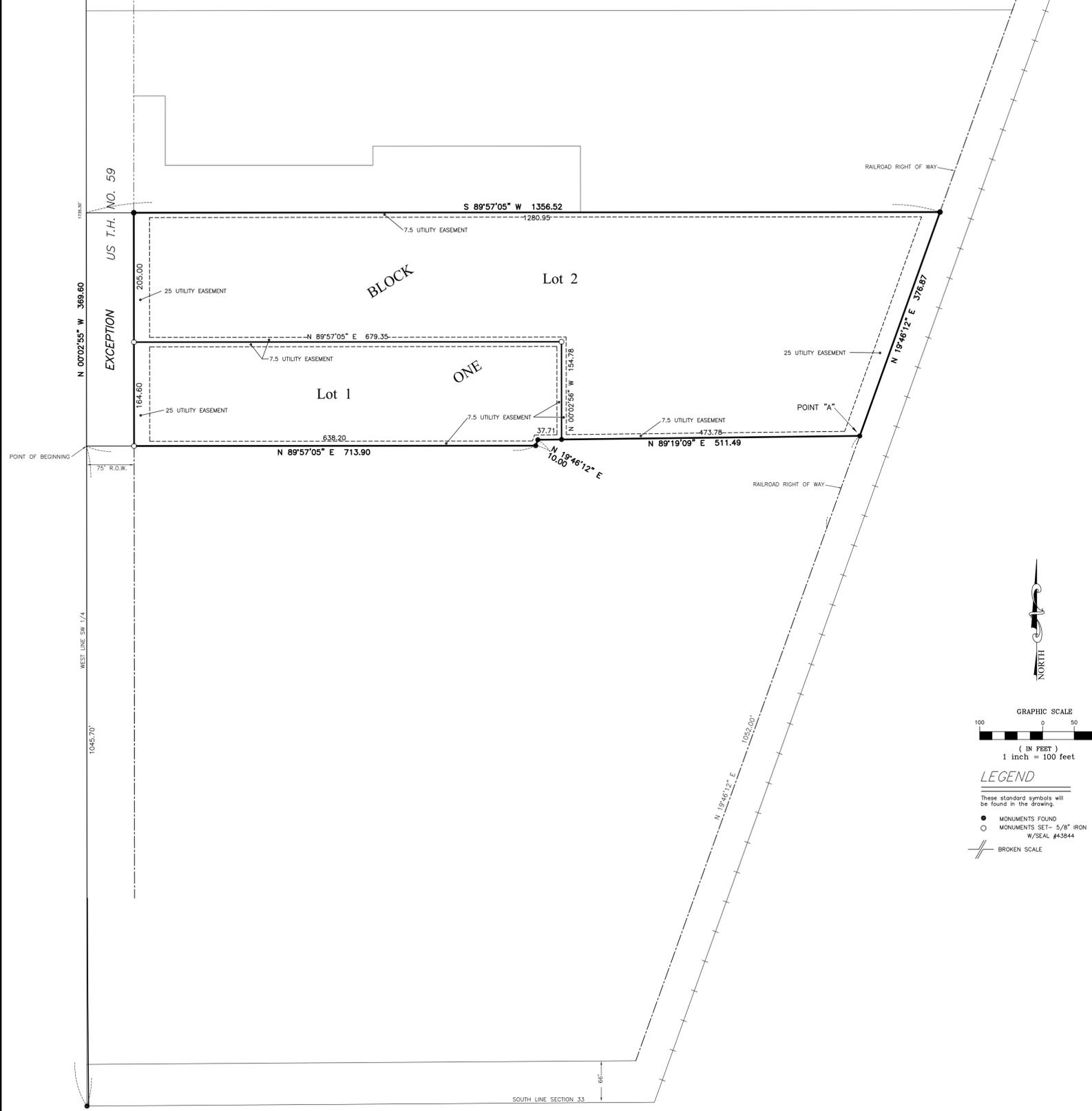
All that part of the Southwest Quarter of Section 33, Township 112 North, Range 41 West, City of Marshall, Lyon County, Minnesota, being more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 00 degrees 02 minutes 55 seconds West, bearing based on Lyon County Coordinate System (1996 Adj.), along the west line of said Southwest Quarter, a distance of 1045.70 feet to the point of beginning; thence North 89 degrees 57 minutes 05 seconds East a distance of 713.90 feet; thence North 19 degrees 46 minutes 12 seconds East, parallel with the center line of the Willmar and Sioux Falls Railroad (now Burlington Northern Santa Fe Railroad), a distance of 10.00 feet; thence North 89 degrees 19 minutes 09 seconds East a distance of 511.49 feet to the westerly right of way line of said railroad, said point hereafter known as Point "A"; thence beginning again at said point of beginning; thence North 00 degrees 02 minutes 55 seconds West, along the west line of said Southwest Quarter; a distance of 369.60 feet; North 89 degrees 57 minutes 05 seconds East, at right angles to said west line, a distance of 1356.52 feet, to the westerly right of way line of said railroad; thence South 19 degrees 46 minutes 12 seconds West, along said westerly right of way line, a distance of 511.49 to said Point "A", said description there terminating.

EXCEPTING THEREFROM the right of way of U.S. Trunk Highway No. 59.

NW COR SW 1/4
SEC. 33-112-41
5/8" REPROD WITH
SEAL #11943

MOSCH ADDITION



KNOW ALL PEOPLE BY THESE PRESENTS: That Sandra K. Mosch, an un-remarried widow, fee owner of the following described property:

All that part of the Southwest Quarter of Section 33, Township 112 North, Range 41 West, City of Marshall, Lyon County, Minnesota, being more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 00 degrees 02 minutes 55 seconds West, bearing based on Lyon County Coordinate System (1996 Adj.), along the west line of said Southwest Quarter, a distance of 1045.70 feet to the point of beginning; thence North 89 degrees 57 minutes 05 seconds East a distance of 713.90 feet; thence North 19 degrees 46 minutes 12 seconds East, parallel with the center line of the Willmar and Sioux Falls Railroad (now Burlington Northern Santa Fe Railroad), a distance of 10.00 feet; thence North 89 degrees 19 minutes 09 seconds East a distance of 511.49 feet to the westerly right of way line of said railroad, said point hereafter known as Point "A"; thence beginning again at said point of beginning; thence North 00 degrees 02 minutes 55 seconds West, along the west line of said Southwest Quarter; a distance of 369.60 feet; North 89 degrees 57 minutes 05 seconds East, at right angles to said west line, a distance of 1356.52 feet, to the westerly right of way line of said railroad; thence South 19 degrees 46 minutes 12 seconds West, along said westerly right of way line, a distance of 511.49 to said Point "A", said description there terminating.
EXCEPTING THEREFROM the right of way of U.S. Trunk Highway No. 59.

Have caused the same to be surveyed and platted as MOSCH ADDITION, and do hereby donate and dedicate to the public for public use forever the utility easements as shown on this plat.

Sandra K. Mosch

STATE OF MINNESOTA
COUNTY OF LYON

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by Sandra K. Mosch, an un-remarried widow.

Notary Public,
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as MOSCH ADDITION, that this plat is a correct representation of said survey; that all distances are correctly shown on the plat; that all monuments have been correctly placed in the ground as shown on the plat; that the outside boundary lines are correctly designated on the plat and that there are no wetlands or public highways to be designated on this plat other than as shown.

Daniel L. Bueltel
Minnesota License Number 43844

STATE OF MINNESOTA
COUNTY OF LYON

The Surveyor's Certificate was acknowledged before me on this _____ day of _____, 20____, by Daniel L. Bueltel, a licensed land surveyor.

Notary Public,
My Commission Expires _____

CITY COUNCIL

This plat of MOSCH ADDITION was approved and accepted, by resolution, at a meeting of the City Council of Marshall, Minnesota, held this _____ day of _____, 20____.

Mayor _____ City Clerk _____

OFFICE OF THE LYON COUNTY AUDITOR/TREASURER

I hereby certify that the tax for the year 20____ on the land described in the foregoing instrument and as shown on the annexed plat has been paid in full.

Auditor/Treasurer, Lyon County

OFFICE OF THE LYON COUNTY RECORDER

I hereby certify that this instrument was filed and microfilmed in this office for record on the _____ day of _____, 20____, at _____ o'clock _____ m., and was duly recorded as document number _____, envelope number _____.

Recorder, Lyon County

NORTH

GRAPHIC SCALE
0 50 100
(IN FEET)
1 inch = 100 feet

LEGEND

These standard symbols will be found in the drawing.

- MONUMENTS FOUND
- MONUMENTS SET - 5/8" IRON W/SEAL #43844
- BROKEN SCALE

SW COR SW 1/4
SEC. 33-112-41
5/8" REPROD WITH
SEAL #11943

**ENGINEER'S REPORT
 PRELIMINARY PLAT REVIEW**

Subdivision Name: Mosch Addition .

Quarter SW¹/₄ Section 33 Township 112N Range 41W .

Owner's Name: Sandra K. Mosch .

Surveyor: Daniel L. Bueltel Reg. No. 43844 .

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage			X	
f.	Zoning classification		X		I-2
g.	Contours			X	Except developed area; not requiring contours
h.	Boundary line bearings and distances	X			
i.	Easement	X			MMU has commented.
j.	Street names, elevations and grades	X			Except developed area; not requiring grades

	Sec. 66-54. Information required. (1) Preliminary subdivision plat.	Yes	No	N/A	Comments
k.	Utilities		X		Except developed area; no utility plan
l.	Lot lines, numbers and dimensions	X			
m.	Park land			X	
n.	Setbacks		X		
o.	Natural drainageways		X		
p.	Other related information			X	
q.	Covenants and restrictions			X	
r.	Improvement plans and financing			X	
s.	Future platting			X	
t.	Variance request			X	
u.	Floodway and flood zone designations			X	
v.	Certificates of approval			X	

Sec. 66-54. Information required. (2) Other preliminary plans.		Yes	No	N/A	Comments
a.	Drainage and grading plans 1. Existing and proposed drainage.		X		Except developed area with no known drainage issues; did not require
	2. Drainage flow facility.		X		
b.	Utility plans		X		

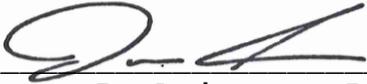
CITY ENGINEER'S RECOMMENDATIONS:

Recommend approval of preliminary plat to the City Council.

DATE RECEIVED: 09/02/2021

DATE REVIEWED: 09/15/2021

PLANNING COMMISSION REVIEW DATE: 09/22/2021



 Jason R. Anderson, P.E.
 Director of Public Works/Planning & Zoning Administrator

Copies to: City Administrator
 Building Official
 Senior Engineering Specialist

FINAL PLAT CHECKLIST CHAPTER 66 - SUBDIVISIONS

Subdivision Name: Mosch Addition

Quarter SW¼ Section 33 Township 112N Range 41W

Owner's Name: Sandra K. Mosch

Surveyor: Daniel L. Bueltel Reg. No. 43844

		Yes	No	N/A	Comments
Sec. 66-71. Final plans.					
a.	<i>Generally.</i> Following the approval of the preliminary plat, if the developer wishes to proceed, five copies of the final utility, drainage, grading and erosion control plans shall be submitted to the city engineer for review and approval for the entire development phase as shown on the preliminary plan. Any or all of these plans may be deleted at the city engineer's discretion.			X	N/A - Existing developed area
b.	<i>Final site grading plan.</i> The drainage and grading plans shall show the contours with intervals of one foot. The minimum ground/garage floor elevation shall be shown for buildings on lots. The site grading plan shall also show drainage arrows for each lot and lot corner elevations.			X	N/A - Existing developed area
c.	<i>Final street grading plan.</i> The street grading plan shall show percent slope for all proposed streets. Where the developer owns only half the property which makes up a street, and this is the first request for development along the street, the developer shall establish the street grades for the street for approval by the city engineer.			X	N/A - Existing developed area
d.	<i>Final drainage and surface water management plan.</i> An overall drainage plan showing proposed drainageways and storm sewer systems will be required along with 100-year drainageway elevations. The plan shall include calculations of the rainfall duration and intensity and the acreage and proposed volume of flow for the development area and the surrounding drainage basin in accordance with design and development criteria established by the city. The final drainage plan shall provide information for drainageway and detention pond dedication as indicated in section 66-111. The proposed channel and/or pipe sizes with grades and proposed inlet locations and outlet connections shall be shown. All plans for drainage shall be based on and comply with the comprehensive surface water management plan and ordinance of the city.			X	N/A - Existing developed area

		Yes	No	N/A	Comments
e.	<i>Final utility plan.</i> The utility plan shall show:				
	(1) The final sewer system layout showing the proposed sizes and the direction of flow, the manhole locations and their approximate depth.			X	N/A - Existing developed area
	(2) The final water system layout showing the location of existing water lines and the proposed pipe sizes, hydrant and valve locations.			X	N/A - Existing developed area
	(3) The final approved street lighting layout in accordance with city policy			X	N/A - Existing developed area
f.	<i>Erosion control plan.</i> The erosion control plan shall show the following:				
	(1) All proposed land disturbances including areas of excavation, grading, filling, removal or destruction of topsoil, and spreading of earth material.			X	N/A - Existing developed area
	(2) Provisions for erosion control during construction. Such provisions shall include the sequence of the operations listed above, with an estimated time of exposure. The proposed temporary measures to control erosion shall be designed to withstand the two-year rain and be shown on the plan.			X	N/A - Existing developed area
Sec. 66-72. Procedure.					
a.	The final plat, in form and number required by state statutes, together with two paper copies and supplementary data and documents, and an abstract of title, registered property certificate, or both, as the case may be, certified within the preceding 30 days, shall be filed with the city engineer. The plats required for filing shall bear the fully executed certificates of the subdivider and surveyor. The supplementary documents shall be in final form and shall be fully executed by the subdivider at the time of such filing.	X			
b.	The city engineer shall forward the official plat and one paper copy and supplementary engineering documents and data to the city clerk/finance director, and one paper copy and supplementary legal and title documents to the city attorney.	X			
c.	The city engineer shall examine the plat to determine whether or not it conforms to the preliminary plat and is consistent with the action taken by the council and with the requirements of this chapter. The city attorney or his assistant, shall examine the title and determine whether or not the proper parties have subdivided the land and whether or not the title is without defects. They shall forward their respective opinions to the council.	X			City Attorney to execute title and approve prior to recording Final Plat.

		Yes	No	N/A	Comments
d.	If the final plat and supplementary data and documents are found to be consistent with the action taken by the council and in conformity with this chapter and state statutes, and after payment of plat review charges, the council shall adopt an approving resolution which shall also authorize and direct the city clerk/finance director to certify his approval on the plat. When he has so certified, the city clerk/finance director shall return the official plat and copies required for filing to the subdivider, together with a certified copy of resolution of approval which must be filed with the official plat. An approving resolution shall become void 90 days after adoption, unless the plat is filed for record within such time, provided that the time limitation shall be stated therein. If the final plat and supplementary data and documents are not in conformance with prior council action, this chapter or state statutes, the council shall forthwith return the executed plats and documents and state the requirements necessary for approval of the final plat.	X			To be completed upon approval by Council and verification by City Attorney for proper title.
Sec. 66-73. Supplementary data and documents.					
	Every final plat shall be in strict accordance with the state statutes and shall contain the following:				
(1)	The proposed name of the subdivision. The name shall not duplicate, be the same in spelling or alike in pronunciation with the name of any other recorded subdivision, unless it is an extension of or adjacent to such subdivision.	X			
(2)	The names of all adjacent subdivisions, all lot and block lines, types of easements, and rights-of-way. Adjoining unplatted property shall be labeled as such.	X			
(3)	A systematic lot and block numbering pattern, lot lines and street/road names, and the square footage of all lots.	X			
(4)	The location and width of all proposed and existing rights-of-way, alleys and easements, as well as the location of any parks and dedicated drainageways.	X			
(5)	The boundary lines of the area being subdivided with accurate angles or bearings and distances tying the perimeter boundaries to the nearest established street/road line, section corner, other previously described subdivision, or other recognized permanent monuments which shall be accurately described on the plat.	X			
(6)	Location of all monuments and permanent control points, and all survey pins, either set or located.	X			
(7)	The identification of any portions of the property intended to be dedicated or granted for public use such as school or park land.			X	

		Yes	No	N/A	Comments
(8)	All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision lots, streets/roads, alleys, easements, and other areas for public or private use. Linear dimensions are to be given to the nearest 1/100 of a foot.	X			
(9)	The radii, chords, length of curves, points of tangency, and central angles for all curvilinear streets/roads and radii for all rounded corners.	X			
(10)	The boundary delineation of the floodway and flood zones, along with the base flood elevation on each lot as determined from the flood insurance rate maps.			X	
(11)	The certificate of the surveyor attesting to the accuracy of the survey and the correct location of all pins and monuments shown.	X			
(12)	Acknowledgement of the owner of the plat of any restrictions, including dedication to public use of all streets/roads, alleys, parks, or other open spaces shown thereon and the granting of easements required.	X			
(13)	All formal irrevocable offers of dedication for all streets/roads, alleys, parks, and other uses as required.			X	
(14)	Certificates of approval for endorsement by the city engineer, the city clerk/finance director, the city planning commission, and the city council.	X			
(15)	Protective covenants, if any.			X	
(16)	Letters of approval for highway access points and frontage roads from the commissioner of highways and county engineer, where applicable.			X	
Sec. 66-74 – 66-95. Reserved.					

		Yes	No	N/A	Comments
ARTICLE III. DESIGN STANDARDS AND REQUIRED IMPROVEMENTS.					
Sec. 66-96 – 66-114. SEE ATTACHED.					
Sec. 66-115. Assurances for the completion of minimum improvements.					
(a)	<i>Assurances for subdivisions within the city limits.</i> No plats of any subdivision shall be approved unless the improvements required by this chapter have been installed prior to such approval or unless the developer shall have signed an assurance agreement to establish the responsibility for the construction of such improvements in a satisfactory manner and within a period specified by the city council, such period not to exceed one year. An extension to that one year period may be granted at the discretion of the city council. This assurance agreement shall be recorded with the registrar of deeds at the time of filing the plat			X	
(b)	<i>Assurances for rural subdivisions.</i> No plat of any rural subdivision shall be approved unless the improvements required by this chapter have been installed prior to such approval, or unless the developer shall have posted a surety bond or irrevocable letter of credit or acceptable cash deposit assuring completion of all required improvements. No building permits shall be issued until assurances have been filed or all required road improvements have been completed.			X	


 Jason R. Anderson, P.E.
 Director of Public Works/City Engineer

09/23/2021
 Date

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Archer Daniels Midland Company: 1) Public Hearing regarding a business tax abatement request. 2) Consideration of Resolution Number 21-080, a resolution approving business tax abatement.
Background Information:	ADM is working to increase the production of native dry starch. New structures for storage silos, and loadout capabilities for rail loading will be built. In the background material, ADM has provided a full narrative of its project.
Fiscal Impact:	\$30,492.80 over five years.
Alternative/ Variations:	None Recommended
Recommendations:	Recommendation No. 1: To Close the Public Hearing Recommendation No. 2: To Adopt a Resolution approving a business tax abatement.



Archer Daniels Midland Company
4666 Faries Parkway
Decatur, IL 62526
T 217.424.5200

September 1, 2021

City Clerk
City of Marshall
344 West Main Street
Marshall, MN 56258

REF: ADM property tax abatement application

Enclosed is our Application for property tax abatement that includes the required documents of support.

Please let me know if you need anything further.

Regards

A handwritten signature in black ink, appearing to read "Rich Dye", is written over a light blue horizontal line.

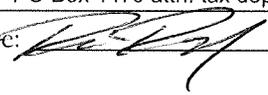
Rich Dye
Senior Tax Manager Property Tax and Real Estate
Rich.dye@adm.com
217-451-4284

Application Review and Approval Process shall be followed as specified in Tax Abatement Policy as specified herein.

Property Information:

Location: 400 Erie RD Access Road: _____
Section: 28 Township: 112 Range: 41 Property Identification Number: 27-621003-0
Legal Description: Minnesota Corn Processing Industrial Park Lot 2 Block 1
(attach if needed)
Parcel Width: _____ (feet) Length: _____ (feet) Acres: 45

Applicant Information:

Applicant Name: ADM Phone: _____ (h) 217-451-4284 (w)
Mailing Address: PO Box 1470 attn: tax dept. Decatur, IL 62525
Applicant Signature:  Rich Dye, Senior Tax Manager - ADM
217-451-4284
rich.dye@ADM.com

Owner Information:

Owner Name: ADM Phone: _____ (h) 217-451-4284 (w)
Mailing Address: PO Box 1470: attn: tax dept. Decatur, IL 62525
Owner Signature:  _____
Contractors or Contract for Deed Holders – owner must sign the application.

Company Information:

Owner Name: ADM Phone: 217-451-4284 Fax: _____
Location: 4666 Faries Parkway, Decatur, IL 62526
Type of Company: Ag Processing Service Provided: Ag Processing

Please attach the following documentation:

- Map or site plan, prepared by an architect or engineer, showing the boundaries of the proposed development, the size and location of the building(s) and parking areas.
- Written narrative describing the project, the size and type of building(s), business type and use, traffic information (parking capacity, vehicle counts, traffic flow, pedestrian facilities), project timing, and estimated market value.
- A statement identifying the public benefits of the proposal, including estimated increase in property valuation, and other community benefits.
- Statement showing the private investment and any public investment dollars for the project
- Financial information including past performance and pro forma future projections for the project.
- Application Fee (please see City of Marshall Fee Schedule for current fee amount).
- Other information as requested.

Return Completed Applications to:

City Clerk
City of Marshall
344 West Main St.
Marshall, MN 56258



Archer Daniels Midland Company
4666 Faries Parkway
Decatur, IL 62526
T 217.424.5200

ADM – New Starch Building abatement application details

Map and site plan: Already given to City economic development and City Assessor

Written Narrative:

The Marshall corn plant will increase the production of native dry starch.

#1 Gluten Flash Dryer, existing direct gas-fired dryer, will be modified to be capable of drying either starch or gluten. Modifications include the following: Dryer venting panels, suppression system, separate feed conveying and disintegrator.

New starch dewatering presses and equipment will be installed to supply the new dryer.

A new structure for storage silos, loadout capabilities for rail loading will be built.

To improve reliability of Gluten Flash Dryer #2; upgrades to the feed conveying system, P-ring modifications and increased heavy gluten surge will be installed.

Statement of public benefits: NA

Statement of private investment: in the process of obtaining building permit, estimated bldg. cost \$4M

Financial information: NA

Rich Dye

Senior Tax Manager, Property tax and Real Estate

rich.dye@adm.com

217-451-4284

ADM - LUNA PROJECT

CALCULATING 2021 EMV AS BASE - ONLY HAVING ABATEMENT ON IMPROVEMENT EMV

	EMV	City Taxes	County Taxes	TOTAL TAX BILL
Base EMV	\$ 15,726,100.00	\$ 185,163.00	\$ 117,708.00	\$ 539,478.00
Improvement EMV	\$ 897,400.00	\$ 9,529.00	\$ 6,058.00	\$ 27,788.00
Total EMV	\$ 16,533,500.00	\$ 193,692.00	\$ 123,766.00	\$ 567,266.00

BASED ON OFFICE ESTIMATE	year										TOTAL		
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031			
ENTER % OF ABATEMENT HERE	80%	80%	60%	60%	40%	0%	0%	0%	0%	0%			
Base EMV Captured Taxes	\$ 117,708.00	\$ 117,708.00	\$ 117,708.00	\$ 117,708.00	\$ 117,708.00	\$ 117,708.00	\$ 117,708.00	\$ 117,708.00	\$ 117,708.00	\$ 117,708.00			
Improvement EMV Abated Taxes	\$ 7,623.20	\$ 7,623.20	\$ 5,717.40	\$ 5,717.40	\$ 3,811.60	\$ -	\$ -	\$ -	\$ -	\$ -			
Improvement EMV Captured Taxes	\$ 1,905.80	\$ 1,905.80	\$ 3,811.60	\$ 3,811.60	\$ 5,717.40	\$ 9,529.00	\$ 9,529.00	\$ 9,529.00	\$ 9,529.00	\$ 9,529.00			
Amount of Abatement	\$ 7,623.20	\$ 7,623.20	\$ 5,717.40	\$ 5,717.40	\$ 3,811.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,492.80		
Amount of Taxes the City receives	\$ 119,613.80	\$ 119,613.80	\$ 121,519.60	\$ 121,519.60	\$ 123,425.40	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 1,241,877.20		
Total Tax Bill (city)	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 127,237.00	\$ 1,272,370.00		
											REQUESTED \$\$\$	\$ -	
												BALANCE OF	\$ -
												SPECIALS FORGONE	\$ -
												TAX ABATEMENT	\$ 30,492.80

Resolution Number 21-080

RESOLUTION RELATING TO A TAX ABATEMENT ON PROPERTY BEING DEVELOPED BY
ARCHER DANIELS MIDLAND COMPANY; GRANTING THE ABATEMENT

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

Section 1. AUTHORIZATION AND RECITALS.

- 1.01. The City, pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the "Act"), is authorized to grant an abatement of the property taxes imposed by the County on a parcel of property (Property Tax Abatement) if certain conditions are met, through the adoption of a resolution specifying the terms of the abatement.
- 1.02. The City has adopted the City of Marshall Tax Abatement Policy which further stipulates requirements before an abatement of taxes will be granted for residential development.
- 1.03. Archer Daniels Midland Company has applied for a Business Tax Abatement pursuant to the City's Tax Abatement Policy on property legally described as: Parcel ID: 27-621003-0, 400 Erie Road, Marshall, MN 56258.
- 1.04. Pursuant to the Act, this Common Council on October 12, 2021, conducted a public hearing on the desirability of granting the abatement. Notice of the public hearing was duly published as required by law in the Marshall Independent, the official newspaper of the City.

Section 2. FINDINGS. On the basis of information compiled by the City and elicited at the public hearing referred to in Section 1.04, it is hereby found, determined, and declared:

- 2.01. There is a need for new development on the Property to increase the tax base of the City and to improve the general economy of the state.
- 2.02. The granting of the proposed abatement is in the public interest because it will increase or preserve the tax base of the City.
- 2.03. The Property is not located in a tax increment financing district.
- 2.04. The granting of the proposed abatement will not cause the aggregate amount of abatements granted by the City under the Act to exceed the greater of ten percent (10.00%) of the County's current property tax levy, or \$200,000.
- 2.05. It is in the best interests of the City to grant the tax abatement authorized in this Resolution.

Section 3. GRANTING OF TAX ABATMENT

3.01. A property tax abatement (the "Abatement") is hereby granted in respect of property taxes levied by the City on the Property for five (5) years, commencing with taxes payable for the assessed value related to the capital improvements on said parcel. The tax abatement period will commence with receipt of the Certificate of Occupancy, or not more than one year following approval of the taxing authority's resolution, whichever is first.

3.02. The City shall provide the awarded abatement payment following payment of due real estate taxes annually. One single payment shall be made to the owner of record by December 30th of that calendar year.

3.03 The tax abatement shall be for the commercial capital improvements only. Land values and the current base value are not eligible and will not be abated.

3.04. The Abatement may be modified or terminated at any time by the Common Council in accordance with the Act.

3.05. The Abatement total is estimated to be approximately \$30,492.80 and should not exceed that amount. The Abatement scale approved is as follows:

Year 1	80% Abatement
Year 2	80% Abatement
Year 3	60% Abatement
Year 4	60% Abatement
Year 5	40% Abatement

Passed by the Common Council of the City of Marshall, this 12th day of October, 2021.

Mayor, City of Marshall

ATTEST:

City Clerk



**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Snow Removal Services at Tall Grass Liquor and MERIT Center for the 2021/2022 through 2022/2023 Winter Seasons - Consider Award of Proposal.
Background Information:	<p>Proposals were received for Snow Removal Services at Tall Grass Liquor and the MERIT Center on October 5, 2021. Two bids were received, one from Action Company, LLC of Marshall and one from D&G Excavating, Inc. of Marshall, Minnesota.</p> <p>The bid from Action Company, LLC was in accordance with the bidding documents providing a total cost per occurrence (rate x hours). The bid from D&G Excavating, Inc. was not bid in accordance with the bidding documents, providing a total cost per snow season. Please see attached bid tabulation.</p>
Fiscal Impact:	These services will be funded from the Liquor Store Fund #609 and the MERIT Center Fund #455.
Alternative/ Variations:	that the Council award the proposal for Snow Removal Services at Tall Grass Liquor and MERIT Center for the 2021/2022 through 2022/2023 to D&G Excavating, Inc. of Marshall, Minnesota at a rate of \$4,119.00/season for Tall Grass Liquor and a rate of \$3,948.00/season for the MERIT Center. This bid was not in accordance with the bidding documents.
Recommendation:	that the Council award the proposal for Snow Removal Services at Tall Grass Liquor and MERIT Center to Action Company, LLC of Marshall, Minnesota for the 2021/2022 through 2022/2023 winter seasons at a rate of \$175.00 per occurrence for Tall Grass Liquor and a rate of \$450.00 per occurrence for the MERIT Center.

**BID TABULATION
SNOW REMOVAL SERVICES
FOR
TALL GRASS LIQUOR AND MERIT CENTER**

DATE: Tuesday, October 5, 2021

TIME: 10:00 AM (Local Time)

BIDDER	BID AMOUNT						COMMENTS
	TALL GRASS LIQUOR			MERIT CENTER			
	\$/Hour	Hours	Total	\$/Hour	Hours	Total	
Action Company, LLC 301 S. Highway 23; Marshall, MN 56258 507-532-9649 chris@yourwaytofun.com	\$350.00	0.5	\$175.00/occurrence	\$450.00	1.0	\$450.00/occurrence	Bid in accordance with the bidding documents. Bid with a total/occurrence (rate x hours).
D&G 2324 Co. Rd. 30; Marshall, MN 56258 507-532-2334 kris@dandgexcavating.com			\$4,119.00/season			\$3,948.00/season	Not bid in accordance with the bidding documents. Bid with a total/season.
Andrew DeSaer 915 Pine Ave.; Marshall, MN 56258 507-829-1658 adesaer@gmail.com							
Moorseal – Attn: Jim Moorse 713 Nuese Lane; Marshall, MN 56258 507-828-6839 james.moorse@yahoo.com							

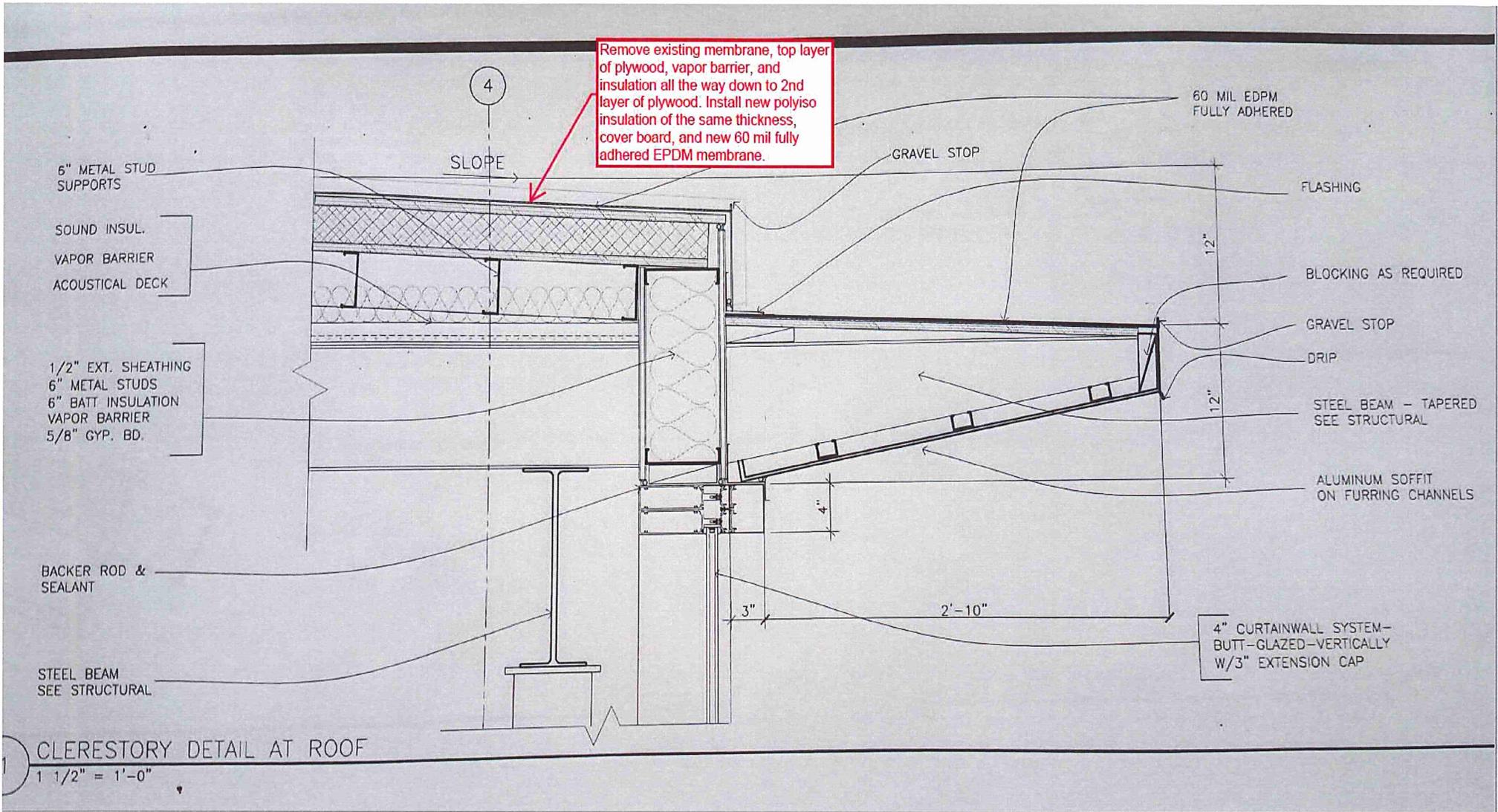


CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 12, 2021
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Arrival/Departure Building Roof Repair at the Airport - Consider Award of Proposal.
Background Information:	<p>The roof of the Arrival/Departure Building is leaking in several locations.</p> <p>Attached are the specifications for the reroof at the Arrival/Departure Building.</p> <p>Quotes were received on October 6, 2021. Three quotes were received as shown on the attached tabulation. The low quote was provided by Gag Sheet Metal, Inc. of New Ulm, Minnesota in the amount of \$37,200.</p>
Fiscal Impact:	<p>This project is not included in the 2021 budget. Though this is an unbudgeted project, the City has received grant funding through various federal actions for operation and maintenance of the airport on three different occasions. We have received \$69,000 in CARES Act funding, \$59,000 in ARPA funding, and \$23,000 in CRRSA funding. These grant funds can be used to help operations and maintenance at the airport during the COVID-19 pandemic. The total project cost, including 5% contingencies and building permit fees, is \$39,600.00.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council award the Arrival/Departure roof repair to Gag Sheet Metal, Inc. of New Ulm, Minnesota, in the amount of \$37,200.00

SPECIFICATIONS:

- 1) Roof Area: 14' x 140' = 1,960 SF
- 2) Remove the existing roofing materials as shown on the drawing.
- 3) Replace any deteriorated materials on a time and material basis.
- 4) Install all new materials in according with the drawing and per manufacturer's installation instructions and specification.
- 5) Install additional wood blocking as needed on the perimeter of the roof.
- 6) Install new scuppers in the location of the existing ones.
- 7) Install all necessary flashings to seal the penetrations.
- 8) Install a prefinished metal Cap and counter flashing on the perimeter of the roof.
- 9) Provide the Owner with a manufacturer's 15-year total systems warranty.
- 10) Clean up roofing debris and haul away to a state approved landfill and pay fees.



BID TABULATION

ARRIVAL/DEPARTURE BUILDING ROOF REPAIR MARSHALL MINNESOTA

DATE: OCTOBER 6, 2021 – 10:00 AM (LOCAL TIME)

BIDDER	BASE BID	COMMENTS
Bargen Incorporated Mountain Lake, MN	\$42,795.00	
Gag Sheet Metal, Inc. New Ulm, MN	\$37,200.00	
Laraway Roofing, Inc. New Ulm, MN	\$50,200.00	



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 12, 2021
Category:	AWARD OF BIDS
Type:	ACTION
Subject:	Project SWM-007: Independence Park Pond Forebay Expansion Project – Consider Resolution Accepting Bid (Awarding Contract).
Background Information:	<p>This project consists of the excavation and expansion of the Independence Park Pond Forebay, arch culvert installation, riprap and landscaping rock placement, concrete trail replacement, and other miscellaneous work.</p> <p>At the September 14, 2021 meeting, City Council authorized staff to advertise for bids.</p> <p>On October 6, 2021, bids were received for the above-referenced project. Three bids were received as shown on the attached bid tabulation. The low bid was from Towne & Country Excavating, LLC of Garvin, Minnesota, in the amount of \$229,255.50.</p>
Fiscal Impact:	<p>The final engineer’s estimate was approximately \$232,887.00.</p> <p>Based on the bid results, the estimated total project cost, including 5% allowance for contingencies and 16% for engineering and administrative costs, is \$279,233.20.</p> <p>City staff is proposing to fund the project entirely through the Surface Water Management Utility.</p>
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council adopt RESOLUTION NUMBER 21-XXX, which provides for the Resolution Accepting Bid (Awarding Contract) and authorizing entering into an agreement with Towne & Country Excavating, LLC of Garvin, Minnesota, in the amount of \$229,255.50 for Project SWM-007: Independence Park Pond Forebay Expansion Project.

RESOLUTION NUMBER 2021-____
RESOLUTION ACCEPTING BID (AWARD CONTRACT)

WHEREAS, pursuant to an advertisement for bids for the following project:

PROJECT SWM-007: This project consists of the following: excavation and expansion of the Independence Park Pond Forebay, arch culvert installation, riprap and landscaping rock placement, concrete trail replacement, and other miscellaneous work.

bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Bid Amount
Towne & Country Excavating LLC Garvin, MN	\$229,255.50
A&C Excavating, LLC Marshall, MN	\$329,472.00
D&G Excavating, Inc. Marshall, MN	\$365,902.45

AND WHEREAS, Towne & Country Excavating, LLC of Garvin, Minnesota, appears to be the lowest responsible bidder.

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

1. The Mayor and City Clerk are hereby authorized and directed to enter into a contract with Towne & Country Excavating, LLC of Garvin, Minnesota, in the amount of \$229,255.50, in the name of the City of Marshall for the above referenced project, according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

Passed and adopted by the City Council this 12th day of October, 2021.

ATTEST:

City Clerk

Mayor

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

CITY OF MARSHALL

CONSTRUCTION PLANS FOR CITY PROJECT NUMBER SWM-007

INDEPENDENCE PARK STORMWATER IMPROVEMENTS

GRADING, CONCRETE SIDEWALK, AND STORM SEWER

SEPTEMBER, 2021

RESOURCE LIST

CITY OF MARSHALL
CITY HALL
344 W MAIN ST
MARSHALL, MN 56258
507-537-6760

CITY ADMINISTRATOR:
SHARON HANSON

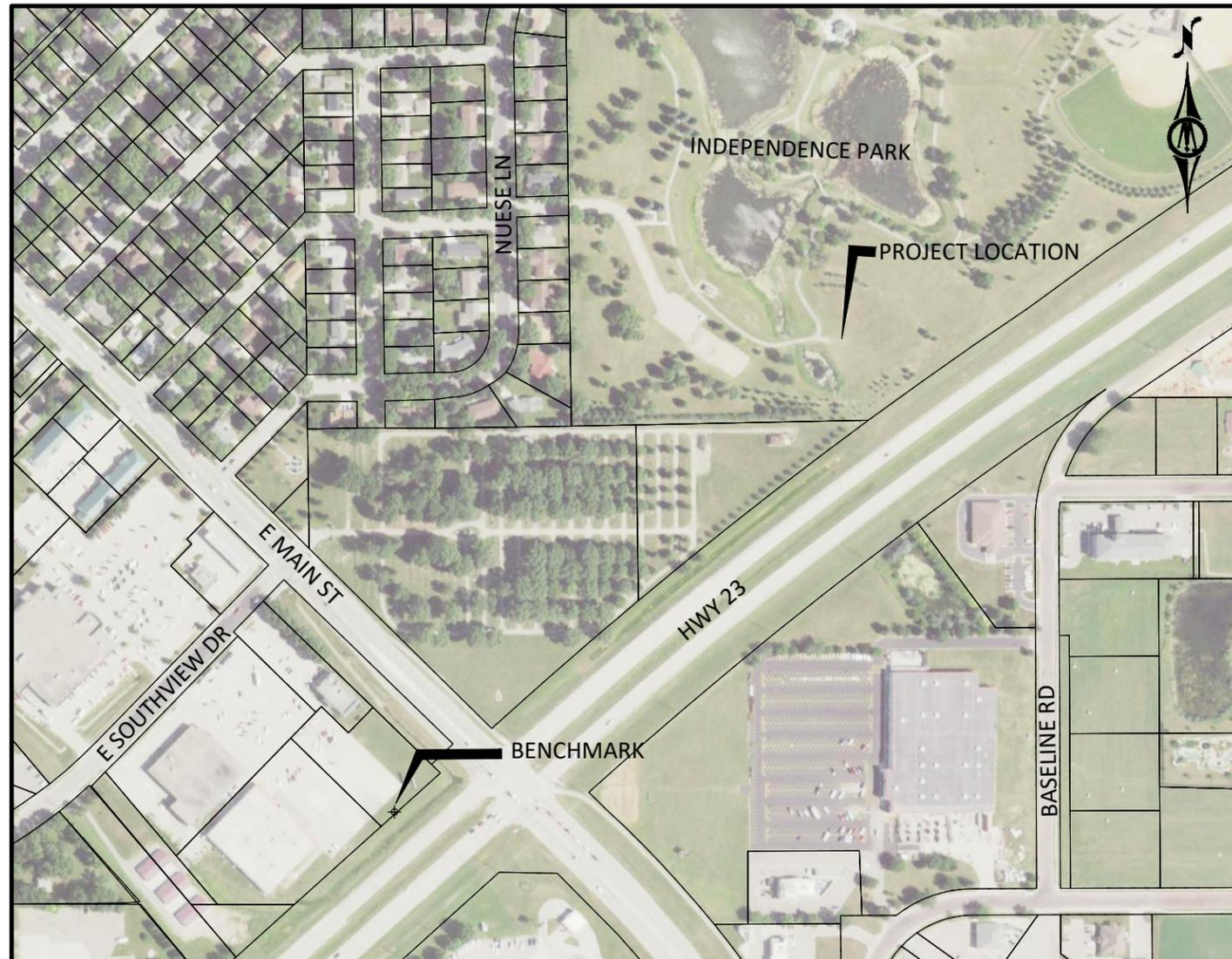
MAYOR: ROBERT BYRNES

CITY COUNCIL MEMBERS:
DON EDBLOM
JOHN DECRAMER
RUSS LABAT
STEVE MEISTER
HAMES LOZINSKI
CRAIG SCHAFER

CITY ENGINEER:
JASON ANDERSON
507-537-6051

ASSISTANT CITY ENGINEER:
JESSIE DEHN
507-537-6774

UTILITY SUPERINTENDENT:
DEAN COUDRON
507-537-6778



SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	GENERAL NOTES & STATEMENT OF ESTIMATED QUANTITIES
3	EXISTING CONDITIONS & REMOVALS PLAN
4-5	CONSTRUCTION DETAILS
6-8	STORMWATER POLLUTION PREVENTION PLAN
9	EROSION CONTROL & TURF ESTABLISHMENT PLAN
10	GRADING PLAN
11	TRAIL PLAN & PROFILE

THIS PLAN SET CONTAINS 11 SHEETS.

SPECIFICATION REFERENCE

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" 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.

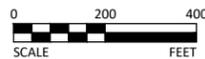
THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MAP LEGEND

— PROJECT LIMITS



MAP OF THE
CITY OF MARSHALL
LYON COUNTY, MN

REVIEWED & APPROVED _____ DATE: _____
CITY ENGINEER

⚬ BM=1161.04 ALUMINUM ALLOY ROD MNDOT GSID #104016 N=187822.007 E=519546.486	PROJECT DATUM: LYON COUNTY HORIZONTAL: NAD 83 VERTICAL: NAVD 88	RECORD DRAWING INFORMATION
		OBSERVER: CONTRACTOR: DATE:



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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Joshua G. Stier
 JOSHUA G. STIER
 LIC. NO. 54171 DATE 09/09/2021



1960 PREMIER DRIVE
 MANKATO, MINNESOTA 56001
 Phone: (507) 625-4171
 Email: Mankato@bolton-menk.com
 www.bolton-menk.com

DESIGNED	NO.	ISSUED FOR	DATE
MDS			
DRAWN	BAN		
CHECKED	JGS		
CLIENT PROJ. NO.	0W1.125223		

CITY OF MARSHALL, MINNESOTA
 INDEPENDENCE PARK STORMWATER IMPROVEMENTS
 TITLE SHEET

Item 7.
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POND
 NWL=1143.4
 HWL=1148.0

NOTE: STILLING BASIN
 SEE DETAIL SHEET C1.02

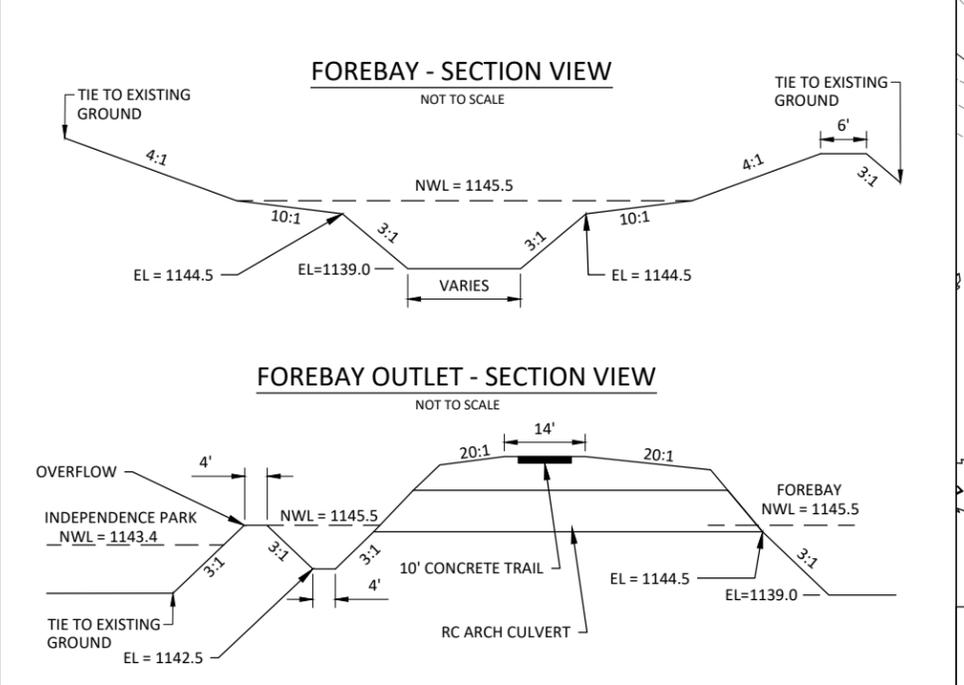
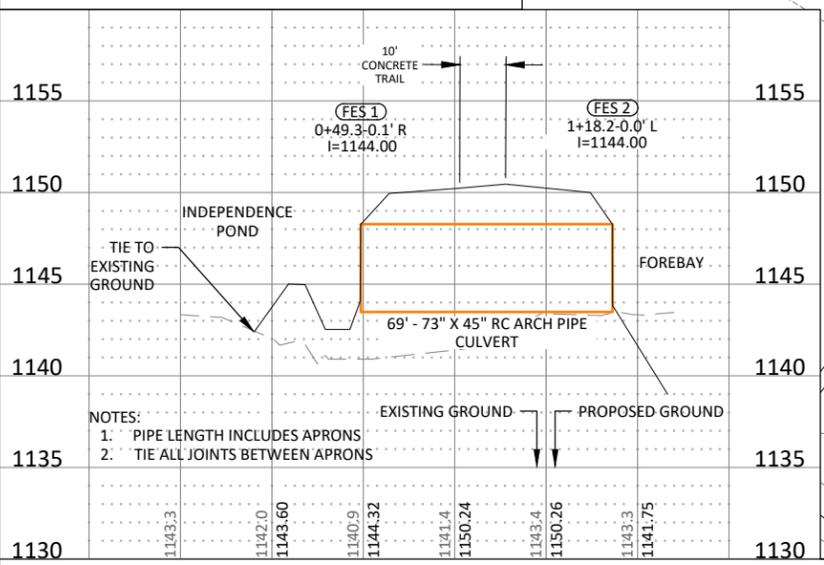
PROTECT TREE (INCIDENTAL)

LEGEND

-  RIPRAP
-  PROPOSED TRAIL
-  EXISTING CONTOUR - MAJOR (5')
-  EXISTING CONTOUR - MINOR (1')
-  PROPOSED CONTOUR - MAJOR (5')
-  PROPOSED CONTOUR - MINOR (1')
-  PROPOSED STORM SEWER
-  CONSTRUCTION LIMITS

GRADING NOTES

1. THE PROPOSED CONTOURS SHOWN ARE TO FINISH GROUND/TOP OF LANDSCAPE ROCK.
2. ALL SUITABLE TOPSOIL SHALL BE STRIPPED, SALVAGED, AND RESPREAD AT A MINIMUM DEPTH OF 8".
3. CONTRACTOR SHALL MINIMIZE COMPACTION OF TOPSOIL TO THE GREATEST EXTENT PRACTICAL.
4. EARTHWORK VOLUMES SHOWN BELOW ARE CALCULATED FROM EXISTING GROUND TO FINISH GROUND/SUBGRADE:
 CUT = 6975 CU YD
 FILL = 2320 CU YD
 NET = 4655 CU YD (CUT)
5. MATCH EXISTING ELEVATIONS AT PROJECT EXTENTS.



CONNECT TO EXISTING STORM SEWER
 I = 1145.26' (FIELD VERIFY, TIE ALL JOINTS)
 4 LIN FT - 54" RCP CL III, DES 3006
 1 EA - 22.5° 54" RCP BEND
 24 CY - RANDOM RIPRAP, CL III

Item 7.

MARSHALL
 ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

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 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 JOSHUA G. STIER
 LIC. NO. 54171 DATE 09/09/2021

BOLTON & MENK

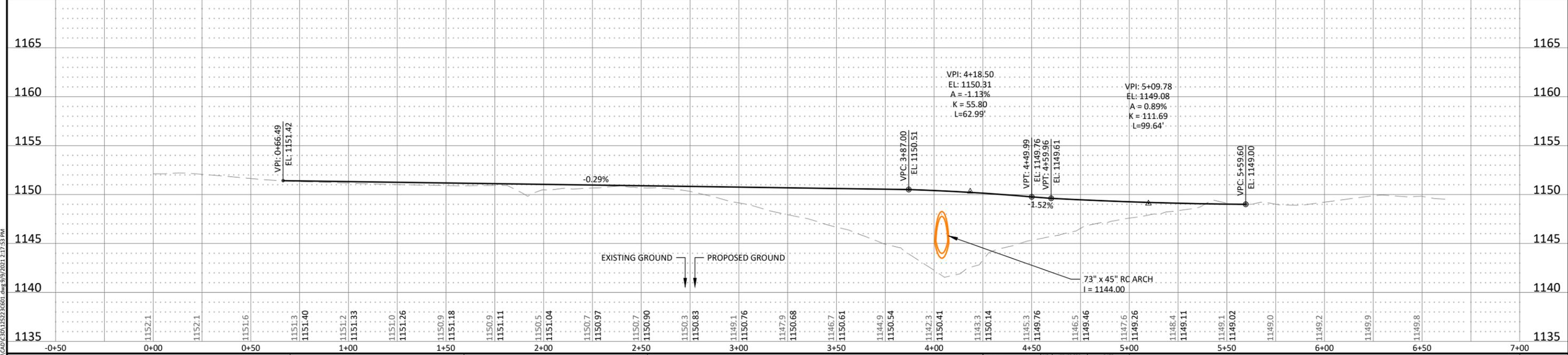
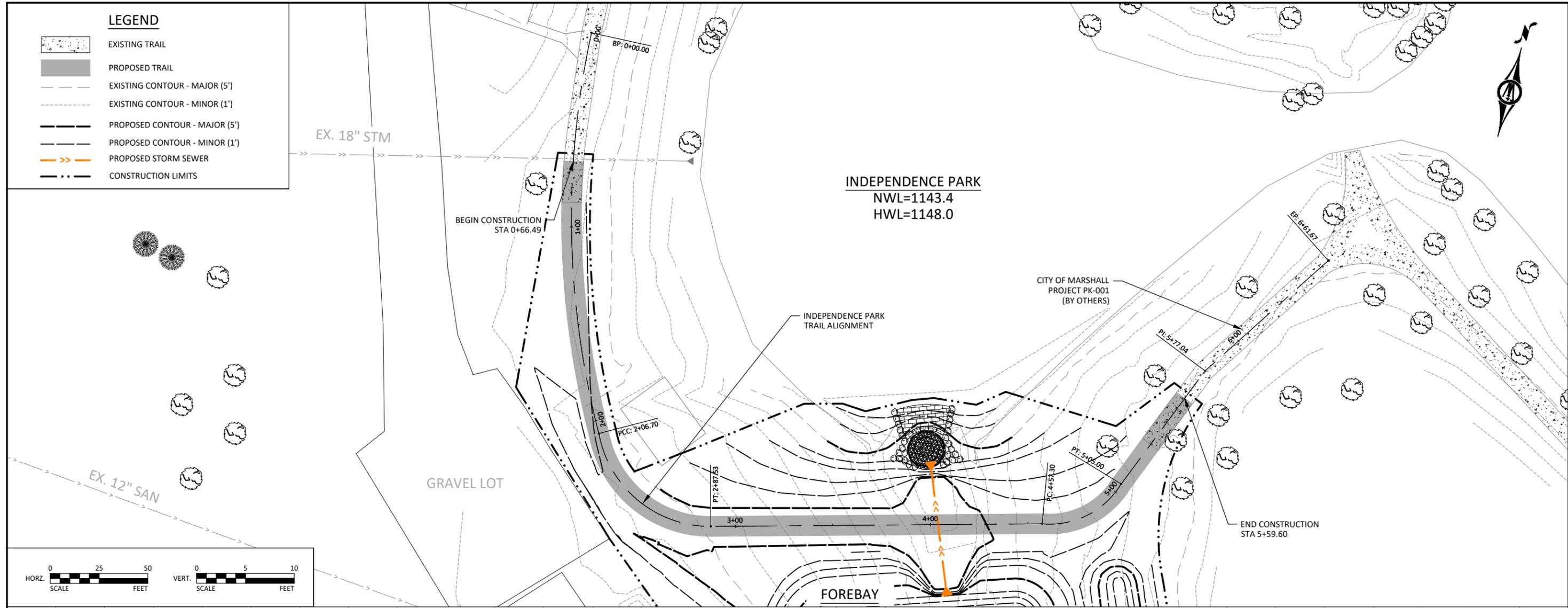
1960 PREMIER DRIVE
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DESIGNED	NO.	ISSUED FOR	DATE
MDS			
DRAWN			
BAN			
CHECKED			
JGS			
CLIENT PROJ. NO.	OW1.125223		

CITY OF MARSHALL, MINNESOTA
 INDEPENDENCE PARK STORMWATER IMPROVEMENTS
 GRADING PLAN

LEGEND

-  EXISTING TRAIL
-  PROPOSED TRAIL
-  EXISTING CONTOUR - MAJOR (5')
-  EXISTING CONTOUR - MINOR (1')
-  PROPOSED CONTOUR - MAJOR (5')
-  PROPOSED CONTOUR - MINOR (1')
-  PROPOSED STORM SEWER
-  CONSTRUCTION LIMITS



Inc. 2021. All Rights Reserved
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Item 7.


ENGINEERING DEPARTMENT
 344 WEST MAIN STREET
 MARSHALL, MINNESOTA
 56258

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED
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 JOSHUA G. STIER
 LIC. NO. 54171 DATE 09/09/2021


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 www.bolton-menk.com

DESIGNED: MDS
 DRAWN: BAN
 CHECKED: JGS
 CLIENT PROJ. NO.: OW1.125223

NO.	ISSUED FOR	DATE

CITY OF MARSHALL, MINNESOTA
 INDEPENDENCE PARK STORMWATER IMPROVEMENTS
 TRAIL PLAN AND PROFILE

BID TABULATION

**PROJECT SWM-007: INDEPENDENCE PARK POND FOREBAY EXPANSION PROJECT
MARSHALL, MINNESOTA**

ENGINEER'S ESTIMATE: \$232,887
BID OPENING INFORMATION: October 6, 2021 / 10:00 AM (Local Time)
CONTRACT AWARD: October 12, 2021 / 5:30 PM (Local Time)

NAME OF BIDDER	BID AMOUNT	COMMENTS
A&C Excavating, LLC Marshall, MN	\$329,472.00	
D&G Excavating, Inc. Marshall, MN	\$365,902.45	
Midwest Contracting, LLC Marshall, MN		
R&G Construction Co. Marshall, MN		
Rogge Excavating Inc. Ghent, MN		
Towne & Country Excavating LLC Garvin, MN	\$229,255.50	Apparent Low Bidder

Co-Responder Program
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered this 23rd day of August, 2021, by and between Western Mental Health Center, referred to as "WMHC" and the City of Marshall, referred to as "COM" and the Lyon County Sherriff Office, referred to as "LCSO"

WITNESSETH:

WHEREAS the WMHC Co-Responder is a program coordinated by Western Mental Health Center and the City of Marshall and Lyon County Sherriff Office, for implementation in the Marshall community and Lyon County; and,

WHEREAS the WMHC Co-Responder has partnered with a network of qualified agencies and treatment providers to offer high quality services and referrals for individuals who have called 911 or local law enforcement for a behavioral health related concern; and,

WHEREAS the WMHC Co-Responder commits to maintaining confidentiality and providing ongoing general service updates to partners and referral providers ongoing and as needed; and,

WHEREAS the WMHC Co-Responder will require ongoing collaboration between the signing members. This collaboration can be terminated by either party upon thirty days written notice to the other party.

WITH A VIEW TOWARD REACHING THE COMMON GOAL OF PROVIDING QUALITY MENTAL HEALTH SERVICES IN CONJUNCTION WITH LAW ENFORCEMENT, IT IS AGREED AS FOLLOWS:

1. **WMHC's Team.** WMHC shall staff a qualified Co-Responder to work in conjunction with the COM and LCSO to provide field based mental health services within the Marshall and Lyon County areas.
2. **COM AND LCSO Coordination.** COM and LCSO's shall staff a qualified sworn officer to work in conjunction with WMHC Co-Responder to assist in providing field based mental health services within the Marshall and Lyon County areas.
3. **Vetting of Team Members.** COM and LCSO shall provide an in-depth vetting process of all members of the Co-Responder Team, to the same extent as the vetting of civilian police employees, prior to any member's activities or engagement on the Co-Responder team. The COM AND LCSO retains the right to deny any applicant based on information learned in the background check that may make them not suitable for access to the police department and or police department records.
4. **Access to COM and LCSO Facilities and Equipment.** Upon completion of a police background check and fingerprinting, WMHC Member(s) shall be given access to COM and LCSO facilities, including a workspace at Department headquarters, and possibly the use of police radios/body cams for direct communication to Co-Responder and other officers.
5. **Access to Shared Information and Records.** WMHC and COM and LCSO agree that any information shared between them relating to health care or law enforcement data shall be held in confidence and subject to all data protections relevant to each agency including but not limited to HIPAA, the Minnesota Health Records Act, and the Government Data Practices Act, except as otherwise required by law. COM and LCSO shall execute a Business Associate Agreement, as described in the HIPAA Privacy Rule, in acknowledgement of the responsibilities of the Privacy Rule. COM and LCSO shall only be given access to protected health information as allowed by state and federal law for law enforcement purposes. Co-Responder Team members shall be given access to certain medical or police records pertaining to behavioral health related instances necessary to perform the outreach services. All requests for

information pursuant to the Government Data Practices Act will be initially reviewed by COM AND LCSO staff and then disseminated to and processed by the agency that is the holder of the data being requested.

6. Hold Harmless. WMHC and COM and LCSO each agree to indemnify, defend, and hold harmless the other party from and against any and all liability, expense (including court costs and attorney fees) and claims for damage of any nature whatsoever which either party may incur, suffer, become liable for as a result of the acts, errors or omissions of other party.

NOW THEREFORE the signee(s) of this Memorandum of Understanding agree to:

1. Participate as an active partner in any necessary meetings or commit to sending an agency representative when meeting conflicts arise.
2. Information sharing follows the regulations related to giving minimum necessary to assist in an emergency. Common agencies used as referral sources will have a signed Business Associate Agreement in place where applicable. They are encouraged to also obtain a general release of information from clients.
3. Collaborate with WMHC Co-Responder staff to ensure accurate collection of data. Both entities will collect data.
4. The City of Marshall and Lyon County Sheriff Office and the WMHC Co-Responder will communicate any changes in capacity, services or contact information.

This agreement may be modified and/or terminated between and among partner agencies upon thirty (30) days written notice to relevant parties.

Dated: 8-23-21

Western Mental Health Center



By_ Sarah Ackerman _____
Its_ Executive Director _____

Dated: _____

City of Marshall

By _____
Its _____

Dated: _____

Lyon County Sheriff Office

By _____
Its _____

BUSINESS ASSOCIATE AGREEMENT

EFFECTIVE DATE: 8-23-21

PARTIES: Western Mental Health Center (“Covered Entity”)
1212 East College Drive
Marshall, MN 56258

City of Marshall (“Business Associate”)
611 E Main Street
PO Box 28
Marshall, MN 56258

RECITALS:

- A. Covered Entity and Business Associate have entered into one or more agreements (collectively, the “Agreement”) in which Business Associate agrees to provide certain services to Covered Entity, which services may involve Business Associate’s receipt, use, disclosure, transmission, maintenance, or creation of protected health information on behalf of Covered Entity.
- B. The parties desire to enter into this Business Associate Agreement (the ”BAA”) to reflect their understanding and obligations with regard to Protected Health Information and their compliance with HIPPA rules.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by and between the parties, the receipt and adequacy of which is acknowledged, the parties agree as follow:

AGREEMENTS:

ARTICLE 1.
DEFINITIONS

1.1) Catch-all Definition. Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPPA rules, including the following terms: Breach, Data Aggregation, Designated Record Set, disclosure, health Care Operation, Minimum Necessary, Notice of Privacy Practices, Required By Lay, Secretary, Security Incident, subcontractor, Unsecured Protected Health Information, and Use.

1.2) Specific Definitions.

- A. Electronic Protected Health Information. “Electronic Protected Health Information” shall mean protected health information that is transmitted by or maintained in electronic media.
- B. HIPPA Rules. “HIPPA Rules” shall mean the Privacy, Security, Breach notification and Enforcement rules set forth and 45 CFR part 160 and part 164, Subparts A,D and E.
- C. Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR & 163.502 (g).
- D. Privacy Rule. “Privacy Rule” shall mean the Standard for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, Subparts A,D and E and 42 CFR, Part 2.
- E. Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created, received, transmitted, or maintained by Business Associate on behalf of the Covered Entity.

F. Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR Part 160 and 164, subparts A and C.

ARTICLE 2.
OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- 2.1) Regulatory Compliance. Business Associate agrees that it shall comply with the provisions of the HIPPA rules to the extent such regulations apply directly to Business Associate.
- 2.2) General. Business Associate agrees not to Use or Disclose Protected Health Information other than as permitted or required by this BAA or as required by law.
- 2.3) Safeguards. Business Associate agrees to implement and use appropriate administrative, physical, and technical safeguards to prevent Use or Disclosure of Protected Health Information other than as permitted or required by this BAA and to comply with the applicable provisions of 45 CFR Part 164, Subpart C and 42 CFR, Part 2, with respect to Electronic Protected Health Information.
- 2.4) Mitigation. Business Associate agrees to Mitigate, to the extent practicable, any harmful effect that is known to Business associate of the use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA including any Breach.
- 2.5) Reporting Disclosures and Breaches. Business Associate agrees to report to covered Entity:
- (a) Any improper Use or any Disclosure of Protected Health Information within 10 days of discovery of such improper Use or Disclosure, even if improper Use or Disclosure is not a Breach
 - (b) any security incident of which it becomes aware, within 5 days of discovery; and Breach, within two day of becoming aware of Breach. Business Associate may make the initial report orally, but shall provide in full written report to Covered Entity within five days of providing oral notice. Each report (oral or written) shall includes, to the extent available at the time of the report, a description of the breach, the Protected health Information disclosed (including names and contact information), and a description of any remedial actions(s) taken by Business Associate.
- 2.6) Agents and Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, that creates, received, and maintains, or transmits Covered Entity's Protected Health Information on behalf of Business Associate agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, including, without limitation, restrictions, conditions, and requirements regarding implementation of reasonable and appropriate safeguards to protect Electronic Protected Health Information, and to notify Business Associate of Breaches and other improper Uses or Disclosures of Protected Health Information. In no event shall Business Associate, without covered Entity's prior written approval, provide Protected Health Information received from, or created, received, maintained, or transmitted by , Business Associate on behalf of Covered Entity to any employee or agent, including a subcontractor, if such employee agent or subcontractor receives, processes, or otherwise has access to the Protected Health Information outside the United States.
- 2.7) Access to Protected Health information. In the event Business Associate maintains Protected Health Information in the Designated Record Set, Business Associate agrees to provide access, within 10 days of Covered Entity's request to Protected Health Information in a Designated Record Set to covered entity in order to meet the requirements under 45 CFR & 164.524. In the event that an individual makes a request for access directly to Business Associate, Business Associate shall notify Covered Entity or such request within three days.
- 2.8) Amendment of Protected Health Information. In the event Business Associate maintain Protected Health Information in a Designated Record Set, Business associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the covered Entity directs or agrees to pursuant to 45 CFR & 164.526 at the request of Covered Entity or an individual, within 20 days of Covered Entity's request for such amendment. In the even a request for amendment is made directly to Business Associate by an Individual, Business Associate shall notify Covered Entity or such request within three days.
- 2.9) Access and Inspection. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of , Covered, Entity available to Covered Entity, or to the Secretary, for purposes of the Secretary determining compliance with HIPPA rules.

2.10) Accounting of Disclosures. Business Associate agrees to document such Disclosures of Protected Health Information and information related to such disclosure as required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR & 164.528 and 42 CFR, part 2. Business Associate agrees to provide to Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR & 164.528 and 42CFR, Part 2.

2.11) Performance of Covered Entity Obligations. To the extent business Associate is carrying out Covered Entity's obligation under Subpart E of 45 CFR part 164, Business Associate shall comply with the requirement of Subpart E that apply to covered Entity in the performance of such obligations(s).

ARTICLE 4. OBLIGATIONS OF COVERED ENTITY

4.1) Notification to Business Associate. Covered Entity shall notify Business Associate of: (i) any limitations(s) in its notice of privacy practices in accordance with 45 CFR & 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information; (ii) any changes in, or revocation of, permission by individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or Disclosure of Protected Health Information that Covered entity has agreed to in accordance with 45 CFR & a64.522, to the extent that such restriction may affect Business Associate's use or Disclosure of Protected Health Information.

4.2) Requests. Covered Entity shall not request Business Associate to Use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

ARTICLE 5. TERM AND TERMINATION

5.1) Term. This BAA shall be effective as of the Effective Date, and shall terminate when all of the Protected Health information provided by Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provision in this Article 5.

5.2) Termination for Cause. Upon Covered Entity knowledge of a violation of a material term of this BAA by Business Associate, covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by covered Entity;
- (b) Immediately terminate the Agreement if business Associate has violated a material term of this BAA and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary.

5.3) Effect of Termination.

(a) Except as provided in paragraph (b) of this section, upon termination of this BAA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of covered Entity that the Business Associate still maintains in any form. This provision shall apply to Protected Health information that is in the possession of subcontractors or agents of business Associate. Business Associate shall retain no copies of Protected Health information.

(b) in the event that Business Associate determines that returning or destroying that Protected Health Information is infeasible because Business Associate must maintain the Protected Health Information for its own proper management or administration, or to carry out legal responsibilities, all as set forth in Sections 3.2 and 3.3, Business Associate shall provide Covered Entity notification of the conditions that make return or destruction infeasible. In such cases, Business Associate shall: (i) retain only the Protected Health Information that is necessary to continue its proper management and administration or to carry out its legal responsibilities; (ii) destroy or return to Covered Entity the remaining Protected Health Information that is still maintained in any form; (iii) continued to use appropriate sage guards to comply with the HIPPA rules for as long as Business Associate maintain the Protect Health Information; (iv) not Use or Disclose the Protected Health Information that is retained other than for purposes for which Protected Health Information was retained, and subject to the same conditions set out in Sections 3.2 and 3.3; and (v) destroy or return to Covered Entity the Protected Health Information by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ARTICLE 6.
INDEMNIFICATION; INJECTIVE RELIEF

6.1) Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its directors, offices, agents, shareholders and employees from and against any and all claims, demands, losses, expenses, costs (including reasonable attorneys' fees), damages and causes of action arising from or relating to Business Associate's breach of this BAA. In the event of a breach by Business Associate, its agents, employees, or subcontractors, Business Associate will reimburse and indemnify Covered Entity's expenses and costs, including attorney's fees, that are reasonably incurred due to the Breach, including costs associated with the notification of individuals and the media, as well as credit monitoring and other mitigating actions if determined necessary by Covered Entity.

6.2) Injunctive Relief. The parties acknowledge that the remedy at law for any breach of the terms of this BAA are inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Business Associate or any of its subcontractors of the terms of this BAA, Covered Entity shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach.

ARTICLE 7.
MISCELLANEOUS

7.1) Regulatory References. A reference in the BAA to a section in the HIPAA Rules means that section as in effect or as amended.

7.2) Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules.

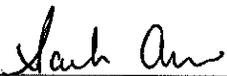
7.3) Survival. Sections 5.3, 6.1, and 6.2 of this BAA shall survive termination of the Agreement.

7.4) Interpretation. Any ambiguity in this BAA shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

IN WITNESS WHEREOF, the parties hereto have executed this BSS in this manner appropriate to each.

WESTERN MENTAL HEALTH CENTER
1212 East College Drive
Marshall, MN 56268

CITY OF MARSHALL
611 E Main Street, PO Box 28
Marshall, MN 565258

By: 

By: _____

Print Name: Sarah Ackerman

Print Name: _____

Title: Executive Director

Title: _____

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Memorandum of Understanding between the City of Marshall, Lyon County Sheriff's Office, and Western Mental Health Center.
Background Information:	<p>For many years, meetings and discussions have taken place between local law enforcement agencies, mental health facilities and our healthcare provider on how to respond to the growing concerns related to the increase in mental health cases and calls. In 2021, the Marshall Police Department had discussions with the Western Mental Health Center regarding the concept of what is called a "Co-Responder Program". The Co-Responder Program pairs law enforcement and behavior health specialists to respond to behavior health-related calls for service.</p> <p>This concept will utilize the combined expertise of the police officer and the behavior health specialist to de-escalate situations and help link people with behavior health issues to appropriate services. Several goals identified for this program to achieve will be to: 1) prevent unnecessary incarceration or hospitalization of mentally ill individuals, 2) provide alternative care in the least restrictive environment 3) prevent duplication of mental health services and 4) facilitate the return of law enforcement units to patrol activities.</p> <p>In August of 2021, we introduced the concept to our police department and identified an employee of Western Mental Health to lead the program. Officers have started to utilize the mental health professional and have seen how this service can link those in crisis to a long-term care plan.</p> <p>The current funding for the Co-Responder program is through a state grant received by Western Mental Health. Regular meetings to evaluate the program will continue to occur between all agencies involved.</p> <p>Included with the Agenda Item Report is the Co-Responder Program MEMORANDUM OF UNDERSTANDING between the City of Marshall, Lyon County Sheriff's Office, and Western Mental Health Center</p>
Fiscal Impact:	None
Recommendations:	Consider approval of the Co-Responder Memorandum of Understanding between the City of Marshall, Lyon County Sheriff's Office, and Western Mental Health Center.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider authorization to declare vehicle as surplus property for the Marshall Police Department.
Background Information:	This vehicle has been abandoned or seized by the Marshall Police Department and has gone through the notification processes and required periods for disposal.
Fiscal Impact:	This vehicle will be auctioned on-line at the state site, sold or will be taken to Alters for disposal.
Alternative/ Variations:	
Recommendations:	That this vehicle be declared as surplus property by the City of Marshall.

21-11919	05 Jeep Liberty	BXC 433	1J8GL58K15W693067	Abandoned

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	State of Minnesota Joint Powers Agreement & Amendment to CJDN
Background Information:	This Agreement is between the State of Minnesota (Department of Public Safety) and the Bureau of Criminal Apprehension (BCA) and the City of Marshall. This agreement allows the BCA to provide a criminal justice data communications network. Data accessed is in support of official duties conducted by the Marshall Police Department. This Joint Powers Agreement will be effective immediately and expire five years from the effective date.
Fiscal Impact:	Annual Cost to the City of Marshall is \$2,520.00
Recommendations:	Consider approval of Joint Powers Agreement with the State of Minnesota.

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Marshall on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 200400, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Marshall of behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of Six Hundred Thirty Dollars (\$630.00) or a total annual cost of Two Thousand Five Hundred Twenty Dollars (\$2,520.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106

Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Jim Marshall, Chief
Address: 611 W Main St
Marshall, MN 56258
Telephone: 507.537.7000
Email Address: jim.marshall@ci.marshall.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

RESOLUTION NO. _____

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF
_____ ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Marshall on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Marshall on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Director of Public Safety, Jim Marshall, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the City Attorney, Dennis Simpson, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Robert Byrnes, the Mayor for the City of Marshall, and Kyle Box, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 12th day of October 2021.

CITY OF MARSHALL

By: Robert Byrnes
Its Mayor

ATTEST:

By: Kyle Box
Its City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	National Highway Safety Grant
Background Information:	<p>The Minnesota Department of Public Safety, Office of Traffic Safety (OTS) has partnered with law enforcement agencies to conduct well publicized safety enforcement programs. The Marshall Police Department has participated in the Toward Zero Death (TZD) program in past years through the OTS. The 2022 enforcement campaign is focused on impaired driving, speed enforcement and distracted driving.</p> <p>The National Highway Safety Administration provided federal funding to the OTS to design and implement public education and traffic enforcement programs, like the TZD program, with a goal of zero road fatalities.</p> <p>The Marshall Police Department will act as the fiscal agent for 8 other local agencies and compile information from other partner agencies and submit activity reports to the OTS. The total amount of the grant award available to the participating agencies is \$14,750.00 with an equipment match of \$1,500.00 if new radars</p>
Fiscal Impact:	None – All grant funded
Recommendations:	Approve the Marshall Police Department’s participation in the Toward Zero Death (TZD) program and serve as the fiscal grant agent for partnering agencies.

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

WHEREAS, the City of Marshall on behalf of its Police Department desires to enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety enforcement projects during the period from October 1, 2021 through September 30, 2022.

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

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

Passed and Adopted by the City Council of Marshall on 10/12/2021.

CITY OF MARSHALL

By: Robert Byrnes
Its Mayor

ATTEST: _____
By: Kyle Box
Its City Clerk

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider LG220 Application for Exempt Permit for SMSU Foundation for February 19, 2022.
Background Information:	Attached is an application for Exempt Permit for SMSU Foundation for an event to be held on February 19, 2022 at SMSU 1501 State Street.
Fiscal Impact:	There is no City fee for this permit.
Alternative/Variations:	Not acknowledge this permit.
Recommendations:	BE IT RESOLVED, that the City Council hereby (1) grants local unit of government approval to SMSU Foundation to hold a raffle on February 19, 2022, at Southwest Minnesota State University , 1501 State Street, Marshall, Minnesota, (2) acknowledges the receipt of LG220 Application of Exempt Permit, (3) waives the 30-day waiting period, and (4) authorizes and directs the appropriate city personnel to complete and sign the LG220 Application for Exempt Permit on behalf of the City of Marshall.

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Southwest Minnesota State University Foundation Previous Gambling Permit Number: [REDACTED]
Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]
Mailing Address: 1501 State Street
City: Marshall State: MN Zip: 56258 County: Lyon
Name of Chief Executive Officer (CEO): Nathan Polfliet
CEO Daytime Phone: 507-537-6285 CEO Email: _____
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): Barb.Berkenpas@smsu.edu

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

- Fraternal Religious Veterans Other Nonprofit Organization

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

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

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): SOUTHWEST MINNESOTA STATE UNIVERSITY CAMPUS

Physical Address (do not use P.O. box): 1501 STATE STREET

Check one:

- City: MARSHALL Zip: 56258 County: LYON
 Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): FEBRUARY 19, 2022 (Gold Rush)

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

- Bingo Paddlewheels Pull-Tabs Tipboards Raffle

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

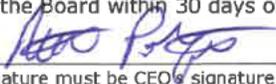
LG220 Application for Exempt Permit

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

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> 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).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>MARSHALL</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>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.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
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CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 9/29/2021

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

Print Name: NATHAN POLFLIET

REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
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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 with:

_____ a copy of your proof of nonprofit status; and

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

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

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

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

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

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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Agreement for Hazardous Materials Response
Background Information:	<p>Flint Hills Resources Pine Bend LLC is located at 901 North 7th Street in the City of Marshall. Flint Hills Resources owns and/or operates pipeline systems in many states that transports crude oil, refined petroleum products, chemicals, and natural gas liquids. Each Flint Hills Resources facility is required to have a Facility Response Plan that is compliant with the Environmental Protection Agency’s requirements.</p> <p>Flint Hills Resources located in Marshall has partnered over the years with the Marshall Fire Department to be the first call in an emergency services response to the Marshall facility located with the City of Marshall.</p> <p>This Agreement for Hazardous Materials Response Service strengthens the partnership between the City of Marshall and Flint Hills Resources and provides an opportunity to Flint Hills Resources to ensure the Marshall Fire Department is properly equipped and trained to respond to an unlikely event at their facility.</p>
Fiscal Impact:	None
Recommendations:	Consider approval of the Agreement for Hazardous Materials Response Service to the Flint Hills Resources Pine Bend LLC and the City of Marshall.

AGREEMENT FOR HAZARDOUS MATERIALS RESPONSE SERVICE

This AGREEMENT is entered into between the **CITY of Marshall, Minnesota** (“City”) and **Flint Hills Resources Pine Bend LLC**, (“Company”) with facilities at 901 North 7th Street, Marshall, MN 56258, and shall be effective upon execution by City and Company.

WITNESSETH:

WHEREAS, City owns and maintains certain firefighting equipment, and provides certain training and compensation to professional firefighting personnel of the City’s Fire Department; and

WHEREAS, Company has provided City’s Fire Department, through grants and / or donations over the past decade of partnership, with various gear and equipment to support the health and safety of its firefighters and the citizens which they serve; and

WHEREAS, City’s Fire Department maintains a response trailer which includes containment boom for use in protecting the community in the event of a release of hazardous materials into local waterways; and

WHEREAS, Company has partnered with, and intends to continue to partner with, City’s Fire Department for joint emergency response exercises, which include the safe and effective deployment of containment boom; and

WHEREAS, Company is dependent on City’s Fire Department for safe, effective, and timely deployment of containment boom in the unlikely event of a discharge of hazardous materials into the Redwood River from Company’s facility.

IT IS THEREFORE AGREED BETWEEN CITY AND COMPANY THAT:

1. In consideration of Company having provided various gear and equipment to City’s Fire Department, City Fire Department shall continue to furnish its hazardous material response capability, specifically the deployment of containment boom within the Redwood River, either to mitigate hazards caused from any release of hazardous material originating from Company’s facility, or to exercise the deployment of containment boom at Company’s request, or as directed by any regulatory authority with jurisdiction over Company’s facility, on a first-call basis to Company.
2. City shall maintain such liability protection for its exposure hereunder as is from time to time required by applicable law. Company acknowledges the limitations of such protection and further acknowledges that Company shall have no greater right to recover against City than the right of a member of the general public served by City’s fire fighting capability.

3. This Agreement constitutes the entire agreement between City and Company on the matters which are the subject hereof, replaces all prior agreements and supersedes all negotiations, written or oral, with respect to the subject matter hereof.
4. This Agreement shall terminate (A) upon six (6) months advance written notice from one party to the other or (B) as otherwise expressly agreed in writing between the parties.
5. Notice to the City shall be to the director of Public Safety and notice to Company shall be to the Plant Manager of the facility.
6. Each of the parties hereto acknowledges having received a fully executed original of this instrument, and to have satisfied itself as to the adequacy hereof, without reliance on any representations of the other Party in that regard, express or implied, of the other party hereto. The signed instrument or counterparts thereof may be delivered or stored electronically as a photocopy (such as in .pdf format) and such copies delivered or stored electronically will be enforceable and have the same legal effect as original documents.

Dated this 12th day of October 2021.

CITY OF MARSHALL (“City”)

By _____
Mr. Robert Byrnes, Mayor

ATTEST:

By _____
Kyle Box, City Clerk

Flint Hills Resources Pine Bend LLC (“Company”)

By _____
Mr. Mark Bailey, Plant Manager

Meeting Date:	Tuesday, October 12, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Wastewater Treatment Facilities Improvement Project - 1) Consider Application for Payment No. 27 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0276433 to Bolton & Menk, Inc.
Background Information:	<p>Please see attached invoice(s) as follows for the above-referenced project:</p> <ol style="list-style-type: none"> 1) Application for Payment No. 27 to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$723,956.68 2) Invoice 0276433 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of \$20,702.50 <p>After processing of this Payment No. 27, Magney Construction, Inc. will have been paid all retainage with the exception of 1% in the amount of \$140,476.90. This will be retained until all close out documents are completed.</p> <p>As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval.</p>
Fiscal Impact:	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council authorize Application for Payment No. 27, per the recommendation of the City's consultant, Bolton & Menk, Inc., to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of \$723,956.68.</p> <p>Recommendation No. 2 that the Council authorize payment of Invoice 0276433 to Bolton & Menk, Inc. of Mankato, Minnesota, in the amount of \$20,702.50.</p>



**BOLTON
& MENK**

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1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM

Date: September 30, 2021
To: Bob Van Moer, Wastewater Treatment Superintendent
From: Jon D. Peterson, P.E., Project Engineer
Subject: Wastewater Treatment Facility Improvements – Magney Construction Inc.
Pay Request No. 27
City of Marshall, Minnesota
Project No.: T22.115360

INTRODUCTION

Pay Request No. 27 for the above-referenced project in the amount of \$723,956.68 is being submitted for approval.

DISCUSSION

This pay application covers work completed on the project through September 30, 2021. The Contractor has completed installation of all equipment, the start up of the aeration control system, and site restoration and seeding. With the completion of these items, the project is Substantially Complete. Withholding is recommended to be reduced to 1% of the contract amount per Minnesota State Statute pending completion of final paperwork and documentation. We recommend approval of the attached Application for Payment No. 27.

BUDGET IMPACT

This expenditure is part of the overall wastewater treatment facility improvements project and will be covered by the PFA loan proceeds.

ACTION REQUESTED

Approve the attached pay request from Magney Construction Inc. in the total amount of \$723,956.68 .

Application for Payment No. 27

To: The City of Marshall, MN

From: Magney Construction, Inc., 1401 Park Road, Chanhasen, MN 55317

Contract: _____

Project: Wastewater Treatment Facility Improvements

Owners Contract No. _____ Engineer's Project No. T22.115360
 Date of this Invoice: 9/29/2021
 Invoice Work Period: September 1-30, 2021

1) Original Contract amount	\$14,074,300.00
2) Change Orders to date	\$0.00
3) Revised Contract amount	\$14,074,300.00
4) Value completed to date	\$14,047,690.26
5) Materials stored on site	\$0.00
6) Total Earned to date	\$14,047,690.26
7) Amount retained	\$140,476.90
8) Amount previously paid	\$13,183,256.68
Amount due this Payment	\$723,956.68

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Magney Construction, Inc. (Contractor)

By: 
 Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Marshall Engineer: Bolton & Menk
 By: _____ By: 
 Date: _____ Date: 9-30-21

Contractor: Magney Construction, Inc.
 Owner: City of Marshall, MN
 Project: Wastewater Treatment Facility Improvements
 BMI Project No. T22.115360

APPLICATION FOR PAYMENT SCHEDULE

Date of Application:
 Work Completed Through:

Spec. Section	Pay Application #27 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
3460	Precast Non-Architectural Wall Panels	\$ 456,850	456,850.00	0.00	0.00	456,850.00	100%	0.00
5100	Structural Metals, Misc Metals and Handrail	\$ 7,820	7,820.00	0.00	0.00	7,820.00	100%	0.00
5500	Access Hatches	\$ 279,400	279,400.00	0.00	0.00	279,400.00	100%	0.00
7535	Fully Adhered Membrane Roofing & Sheet Metal	\$ 1,600	1,600.00	0.00	0.00	1,600.00	100%	0.00
7900	Joint Sealant	\$ 22,540	22,540.00	0.00	0.00	22,540.00	100%	0.00
8110	Hollow Metal Doors, Frames and Hardware	\$ 299,000	297,000.00	2,000.00	0.00	299,000.00	100%	0.00
9960	Painting	\$ 3,690	3,690.00	0.00	0.00	3,690.00	100%	0.00
10400	Identifying Devices	\$ 212,600	212,600.00	0.00	0.00	212,600.00	100%	0.00
11213	Vertical Non-Clog Solids Handling Pumps	\$ 143,100	143,100.00	0.00	0.00	143,100.00	100%	0.00
11214	Vertical Turbine Pumps	\$ 17,400	17,400.00	0.00	0.00	17,400.00	100%	0.00
11311	Submersible Centrifugal Pumps	\$ 36,400	36,400.00	0.00	0.00	36,400.00	100%	0.00
11312	Replace Vaughan Chopper Pump	\$ 54,750	54,750.00	0.00	0.00	54,750.00	100%	0.00
11316	Progressive Cavity Pumps	\$ 96,560	96,560.00	0.00	0.00	96,560.00	100%	0.00
11321	Grit Separation Equipment	\$ 428,500	428,500.00	0.00	0.00	428,500.00	100%	0.00
11351	Clarifier Equipment - Suction Type Clarifier	\$ 135,840	135,840.00	0.00	0.00	135,840.00	100%	0.00
11365	Gravity Actuated Rotary Distributor	\$ 345,600	345,600.00	0.00	0.00	345,600.00	100%	0.00
11366	Trickling Filter Media	\$ 650,000	483,118.19	\$162,190.06	0.00	645,308.25	99%	4,691.75
11372	Blower Allowance	\$ 4,630	4,630.00	0.00	0.00	4,630.00	100%	0.00
11374	Blower System (Positive Displacement w/ Enclosure)	\$ 82,900	82,900.00	0.00	0.00	82,900.00	100%	0.00
11374	Fine Pore Membrane Aeration Equipment	\$ 6,800	6,800.00	0.00	0.00	6,800.00	100%	0.00
11376	Hybrid Blower System	\$ 185,300	185,300.00	0.00	0.00	185,300.00	100%	0.00
13126	Circular Tank Covers	\$ 266,500	266,500.00	0.00	0.00	266,500.00	100%	0.00
13262	Long Term Storage Mixing System	\$ 140,000	140,000.00	0.00	0.00	140,000.00	100%	0.00
13263	ATAD Equipment Replacement	\$ 29,850	29,850.00	0.00	0.00	29,850.00	100%	0.00
13320	Blower Master Control Panel	\$ 900	900.00	0.00	0.00	900.00	100%	0.00
13890	Slide Gates	\$ 10,500	10,500.00	0.00	0.00	10,500.00	100%	0.00
13900	Fiberglass Baffles and Weir Plates	\$ 31,200	31,200.00	0.00	0.00	31,200.00	100%	0.00
14620	Portable Hoist	\$ 9,200	9,200.00	0.00	0.00	9,200.00	100%	0.00
15060	Process Piping - Materials	\$ 307,200	307,200.00	0.00	0.00	307,200.00	100%	0.00
15060	Process Piping - Labor	\$ 172,800	172,800.00	0.00	0.00	172,800.00	100%	0.00
15100	Valves - Materials	\$ 744,040	744,040.00	0.00	0.00	744,040.00	100%	0.00
15130	Gauges	\$ 1,600	1,600.00	0.00	0.00	1,600.00	100%	0.00
15140	Pipe Supports and Anchors	\$ 11,600	11,600.00	0.00	0.00	11,600.00	100%	0.00
15150	Stainless Steel Manways w/ Blind Flanges	\$ 34,500	34,500.00	0.00	0.00	34,500.00	100%	0.00
15250	Plumbing	\$ 14,800	14,800.00	0.00	0.00	14,800.00	100%	0.00
15500	HVAC	\$ 97,800	97,800.00	0.00	0.00	97,800.00	100%	0.00

Contractor: Magney Construction, Inc.
 Owner: City of Marshall, MN
 Project: Wastewater Treatment Facility Improvements
 BMI Project No. T22.115360

Date of Application:
 Work Completed Through:

APPLICATION FOR PAYMENT SCHEDULE

Item 14.

Spec. Section	Pay Application #27 Description of Work	Scheduled Value	Work		Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
			Previous Application	Application					
16010	Electrical - Mobilization, Permits and Job Overhead	\$ 100,000	100,000.00	0.00	0.00	100,000.00	100%	0.00	
16100	Basic Materials and Methods	\$ 260,575	260,575.00	0.00	0.00	260,575.00	100%	0.00	
16150	Motors	\$ 20,000	20,000.00	0.00	0.00	20,000.00	100%	0.00	
16400	Electrical Distribution	\$ 83,000	83,000.00	0.00	0.00	83,000.00	100%	0.00	
16900	Starters and Motor Control Centers	\$ 463,000	463,000.00	0.00	0.00	463,000.00	100%	0.00	
16950	Instrumentation and Controls	\$ 958,165	950,165.00	8,000.00	0.00	958,165.00	100%	0.00	
16990	Computer Allowance	\$ 50,000	32,873.52	\$0.00	0.00	32,873.52	66%	17,126.48	
	Totals	14,074,300.00	13,868,157.20	179,533.06	0.00	14,047,690.26	100%	26,609.74	
	Original Contract amount	0.00							
	Change Orders to date		14,074,300.00						
	Revised Contract amount		14,074,300.00						
	Value completed to date		14,047,690.26						
	Materials stored on site		0.00						
	Total Earned to date		14,047,690.26						
	Amount retained		140,476.90						
	Amount previously paid		13,183,256.68						
	Amount due this Payment		723,956.68						



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Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

Payment by Credit Card Available Online at www.Bolton-Menk.com
 To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Marshall
 Wastewater Treatment Facility
 Bob Van Moer, Wastewater Superintendent
 600 Erie Street
 Marshall, MN 56258

September 27, 2021
 Project No: T22.115360
 Invoice No: 0276433
 Client Account: MARS

Marshall/WWTF Improvements

Marshall WWTF Improvement

Professional Services per Agreement from August 21, 2021 through September 17, 2021:

Construction Services (004)

Professional Services

	Hours	Amount	
Meetings/Hearing/Presentation			
Principal	70.00	13,300.00	
Word Processing/Data Entry			
Administrative	.50	55.00	
Contract Admin/Construction Engineering			
Design Engineer	12.00	2,220.00	
Construction Observation			
Senior Technician	12.50	1,937.50	
Record Drawings			
Technician	15.50	2,170.00	
Grant/Funding Application			
Specialist	1.50	195.00	
Totals	112.00	19,877.50	
Total Labor			19,877.50

Consultants

Barr Engineering Company		185.00	
LS Engineers, Inc.		565.00	
Total Consultants	1.10 times	750.00	825.00

Billing Limits

	Current	Prior	To-Date
Total Billings	20,702.50	673,074.48	693,776.98
Limit			900,000.00
Remaining			206,223.02

VENDOR # 0724
INVOICE # 276433
\$ AMOUNT 20,072.58
DATE 10/8/21
ACCT & PROJ # 602-49500-55720 W13
DESCRIPTION Construction Services
SIGNATURE [Signature]

Total this Task \$20,702.50

Total this Invoice \$20,702.50



INVOICE

Barr Engineering Co.
 4300 MarketPointe Drive, Suite 200
 Minneapolis, MN 55435
 Phone: 952-832-2600; Fax: 952-832-2601
 FEIN #: 41-0905995 Inc: 1966

09/07/2021

Bolton & Menk, Inc.
 Attn: Accounts Payable
 1960 Premier Drive
 Mankato, MN 56001

September 3, 2021
 Invoice No: 23070063.71 - 30

Total this Invoice	\$185.00
---------------------------	-----------------

Regarding: Marshall, MN - WWTP Improvements
Project Budget: \$110,500
Barr Project #: 23070063.71
BMI#: T22.115360

Professional Services from May 1, 2021 to August 27, 2021

Job: 0552 MN WWTP Improvements

Task: 200 Phase 1 Design & Bidding (\$64,300)

Fee		0.00
	Task Subtotal	0.00

Task: 201 Phase 2 Design & Bidding (\$6,200)

Fee		0.00
	Task Subtotal	0.00

Task: 400 Construction Phase (\$40,000)

Labor Charges

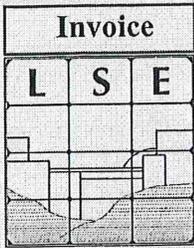
	Hours	Rate	Amount
Electrical Engineer			
Lehnherr, Patrick	1.00	185.00	185.00
	1.00		185.00
Subtotal Labor			185.00

Total this Invoice \$185.00

Barr PROJECT	TASK	WJW ACCOUNT	AMOUNT
T22.115360		5130	\$185.00
			\$
Invoiced to Date			185.00

Prior	Total	Received	A/R Balance
92,567.75	92,752.75	92,567.75	185.00

Thank you in advance for the prompt processing of this invoice. If you have any questions, please contact Pat Lehnherr, your Barr project manager, at (952) 832-2966 or email at Plenherr@barr.com.



08/27/2021

LSEngineers, Inc.
234 North Main Street
Le Sueur, MN 56058
Phone: 507-665-6255

August 26, 2021
 Invoice No: 15533

Bolton & Menk, Inc. (Mankato)
 Email to ap@bolton-menk.com

Project 18-147 MARSHALL, MN WWTF IMPROVEMENTS (T22.115360)

Dates of Service: 8/9/21 to 8/20/21

Professional Services
Professional Personnel

	Hours	Rate	Amount	
ENGINEERING				
Salfer, Brian	1.50	175.00	262.50	
DRAFTING				
Rose, Donald	2.50	121.00	302.50	
Totals	4.00		565.00	
Total Labor				565.00
				Total this Invoice
				\$565.00

Billings to Date	Current	Prior	Total	Received	A/R Balance
	565.00	53,091.50	53,656.50	53,091.50	565.00

LS		WJW	
PROJECT	TASK	ACCOUNT	AMOUNT
T22.115360		5110	\$ 565.00
			\$



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 12, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 09/29/2021 - 10/12/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
5813	ACE HOME & HARDWARE	10/01/2021	EFT	0.00	265.80	7779
5813	ACE HOME & HARDWARE	10/08/2021	EFT	0.00	134.75	7847
0560	AFSCME COUNCIL 65	10/08/2021	EFT	0.00	1,384.80	7848
6412	AG PLUS COOPERATIVE	10/01/2021	EFT	0.00	2,235.41	7780
6412	AG PLUS COOPERATIVE	10/08/2021	EFT	0.00	56.66	7849
0567	ALEX AIR APPARATUS INC	10/01/2021	EFT	0.00	702.15	7781
0574	ALPHA VIDEO AND AUDIO INC	10/08/2021	Regular	0.00	6,200.00	119889
0578	AMAZON CAPITAL SERVICES	10/01/2021	EFT	0.00	378.40	7782
0578	AMAZON CAPITAL SERVICES	10/08/2021	EFT	0.00	112.97	7850
0581	AMERICAN ENGINEERING TESTING INC	10/08/2021	EFT	0.00	3,108.90	7851
0583	AMERICAN FAMILY LIFE ASSURANCE CO	10/08/2021	EFT	0.00	1,817.44	7852
6775	AMERICAN WATERWORKS	10/08/2021	Regular	0.00	187.50	119890
6854	AMICUCCI, NICHOLAS	10/01/2021	Regular	0.00	58.00	119861
5837	ANDERSON, JASON	10/01/2021	EFT	0.00	80.00	7783
0658	AP DESIGN	10/08/2021	EFT	0.00	389.95	7853
6694	ARAMARK UNIFORM & CAREER APPAREL GROUP,	10/08/2021	EFT	0.00	82.38	7854
0630	ARCTIC GLACIER	10/08/2021	Regular	0.00	452.40	119891
0629	ARNOLD MOTOR SUPPLY	10/08/2021	Regular	0.00	43.14	119892
5447	ARTISAN BEER COMPANY	10/01/2021	Regular	0.00	295.20	119862
5447	ARTISAN BEER COMPANY	10/08/2021	Regular	0.00	288.70	119893
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	10/08/2021	EFT	0.00	3,100.00	7855
5327	BAUMANN, ADAM	10/01/2021	EFT	0.00	30.00	7784
0688	BELLBOY CORPORATION	10/01/2021	EFT	0.00	4,683.12	7785
0699	BEVERAGE WHOLESALERS	10/01/2021	Regular	0.00	29,175.07	119863
0699	BEVERAGE WHOLESALERS	10/08/2021	Regular	0.00	28,137.36	119894
6482	BLOMBERG, GRANT	10/08/2021	Regular	0.00	305.00	119895
0018	BORDER STATES ELECTRIC SUPPLY	10/08/2021	EFT	0.00	168.00	7856
4506	BOT, JOSEPH	10/01/2021	EFT	0.00	696.00	7786
6231	BOX, KYLE	10/01/2021	EFT	0.00	30.00	7787
3829	BRAU BROTHERS	10/08/2021	Regular	0.00	500.00	119896
4457	BREAKTHRU BEVERAGE	10/01/2021	Regular	0.00	3,181.90	119864
4457	BREAKTHRU BEVERAGE	10/08/2021	Regular	0.00	6,741.14	119897
6468	BRENNAN CONSTRUCTION OF MN, INC	10/01/2021	Regular	0.00	143,381.98	119865
3568	BRUNSVOLD, QUENTIN	10/01/2021	EFT	0.00	30.00	7788
5005	BRUNSVOLD, RYAN	10/08/2021	EFT	0.00	1,115.05	7857
6857	BRUSVEN, KATHERINE	10/08/2021	EFT	0.00	66.24	7858
0728	BUFFALO RIDGE CONCRETE,INC	10/01/2021	EFT	0.00	114.77	7789
0378	BUYSSE, JASON	10/01/2021	EFT	0.00	30.00	7790
6744	C&L DISTRIBUTING	10/08/2021	Regular	0.00	888.00	119901
0380	CALLENS, DAVID	10/01/2021	EFT	0.00	30.00	7791
6791	CAPITAL ONE	10/08/2021	Regular	0.00	687.71	119902
0799	CARLOS CREEK WINERY	10/08/2021	Regular	0.00	468.00	119904
0815	CATTOOR OIL COMPANY INC	10/01/2021	EFT	0.00	7.23	7792
0815	CATTOOR OIL COMPANY INC	10/08/2021	EFT	0.00	73.77	7859
0818	CAUWELS, ROGER	10/01/2021	EFT	0.00	30.00	7793
5733	CLARITY TELECOM, LLC	10/01/2021	EFT	0.00	337.04	7794
5733	CLARITY TELECOM, LLC	10/08/2021	EFT	0.00	1,412.34	7860
6374	CONNECT BUSINESS MAGAZINE	10/08/2021	EFT	0.00	445.00	7861
0384	COUDRON, DEAN	10/01/2021	EFT	0.00	30.00	7795
0384	COUDRON, DEAN	10/08/2021	EFT	0.00	20.00	7862
0924	CURT'S COLLISION CENTER	10/08/2021	Regular	0.00	1,233.43	119905
0934	D & G EXCAVATING INC	10/01/2021	EFT	0.00	276.00	7796
0934	D & G EXCAVATING INC	10/08/2021	EFT	0.00	175.00	7863
3819	DACOTA PAPER CO	10/01/2021	EFT	0.00	187.68	7797

Council Check Report

Date Range: 09/29/2021 - 10/12/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3819	DACOTAH PAPER CO	10/08/2021	EFT	0.00	625.73	7864
0948	DAKOTA RIGGERS & TOOL SUPPLY INC	10/01/2021	Regular	0.00	251.95	119866
0950	DAKTRONICS INC	10/08/2021	Regular	0.00	126.00	119906
6537	DEHN, JESSIE	10/01/2021	EFT	0.00	70.00	7798
6472	DEUTZ, LAUREN	10/01/2021	EFT	0.00	80.00	7799
5731	DOLL DISTRIBUTING	10/01/2021	EFT	0.00	11,900.35	7800
5731	DOLL DISTRIBUTING	10/08/2021	EFT	0.00	13,221.10	7865
6799	DOWNING, VALERIE	10/08/2021	Regular	0.00	300.00	119907
0375	DUBS, SHEILA	10/01/2021	EFT	0.00	216.70	7801
1020	DUININCK BROS., INC.	10/01/2021	EFT	0.00	636.00	7802
1020	DUININCK BROS., INC.	10/08/2021	EFT	0.00	3,093.80	7866
1035	ECOLAB PEST ELIMINATION SERVICES	10/01/2021	EFT	0.00	718.60	7803
5651	ELECTRO-CHEMICAL DEVICES INC	10/01/2021	EFT	0.00	376.49	7804
4753	ENTERPRISE LEASING CO	10/08/2021	EFT	0.00	147.71	7867
6700	EYEMED VISION CARE	10/08/2021	Regular	0.00	446.68	119908
1090	FASTENAL COMPANY	10/01/2021	EFT	0.00	500.84	7805
1090	FASTENAL COMPANY	10/08/2021	EFT	0.00	108.23	7868
4805	FURTHER	10/01/2021	Bank Draft	0.00	10,132.33	DFT0001125
4805	FURTHER	10/01/2021	Bank Draft	0.00	7,583.76	DFT0001130
4805	FURTHER	09/30/2021	Bank Draft	0.00	520.84	DFT0001135
6770	GALLAGHER BENEFIT SERVICES, INC	10/01/2021	Regular	0.00	3,313.75	119867
1158	GALLS INC	10/08/2021	EFT	0.00	95.95	7869
1167	GENESIS LAMP CORP.	10/01/2021	Regular	0.00	777.73	119868
6478	GOPHER STATE ONE CALL	10/08/2021	EFT	0.00	265.95	7870
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	10/08/2021	Regular	0.00	900.00	119910
1243	HARDWARE HANK	10/01/2021	EFT	0.00	962.44	7806
1243	HARDWARE HANK	10/08/2021	EFT	0.00	34.99	7871
5094	HAUGEN, GREG	10/01/2021	EFT	0.00	206.99	7807
1256	HAWKINS INC	10/01/2021	EFT	0.00	11,578.38	7808
6430	HEARTLAND ELECTRIC, INC	10/08/2021	Regular	0.00	1,725.80	119911
1267	HEIMAN INC.	10/01/2021	EFT	0.00	188.35	7809
5515	HOFFMANN, RYAN	10/01/2021	EFT	0.00	30.00	7810
1325	ICMA RETIREMENT TRUST #300877	10/01/2021	Regular	0.00	50.00	119869
1358	INTERNAL REVENUE SERVICE	10/01/2021	Bank Draft	0.00	26,073.32	DFT0001131
1358	INTERNAL REVENUE SERVICE	10/01/2021	Bank Draft	0.00	23,665.22	DFT0001132
1358	INTERNAL REVENUE SERVICE	10/01/2021	Bank Draft	0.00	7,977.64	DFT0001133
5017	JIM'S CLOTHING & SPORTING GOODS	10/01/2021	Regular	0.00	1,614.60	119870
5017	JIM'S CLOTHING & SPORTING GOODS	10/08/2021	Regular	0.00	771.00	119912
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/01/2021	Regular	0.00	8,576.53	119871
1399	JOHNSON BROTHERS LIQUOR COMPANY	10/08/2021	Regular	0.00	12,780.12	119913
1417	KENNEDY & GRAVEN, CHARTERED	10/08/2021	EFT	0.00	1,974.00	7872
3564	KESTELOOT ENTERPRISES, INC	10/08/2021	EFT	0.00	22.60	7873
5095	KIBBLE EQUIPMENT	10/01/2021	EFT	0.00	82.79	7811
5095	KIBBLE EQUIPMENT	10/08/2021	EFT	0.00	26.28	7874
0447	KNUTSON, KATHY	10/08/2021	EFT	0.00	8.59	7875
0450	KOPITSKI, JASON	10/01/2021	EFT	0.00	30.00	7812
5377	KRUK, CHRISTOPHER	10/01/2021	EFT	0.00	30.00	7813
4140	KRUSE FORD-LINCOLN-MERCURY, INC	10/01/2021	Regular	0.00	149.95	119872
4140	KRUSE FORD-LINCOLN-MERCURY, INC	10/08/2021	Regular	0.00	234.95	119914
1480	LAW ENFORCEMENT LABOR SERVICE INC	10/08/2021	EFT	0.00	1,270.00	7876
6183	LEE, JERRED	10/01/2021	EFT	0.00	30.00	7814
5606	LEGALSHIELD	10/08/2021	Regular	0.00	120.60	119915
1507	LOCHER BROTHERS INC	10/08/2021	EFT	0.00	832.85	7877
1508	LOCKWOOD MOTORS INC.	10/08/2021	Regular	0.00	976.41	119916
6323	LUTHER, ERIC	10/01/2021	EFT	0.00	30.00	7815
6323	LUTHER, ERIC	10/08/2021	EFT	0.00	12.89	7878
1546	LYON COUNTY HISTORICAL SOCIETY	10/01/2021	Regular	0.00	6,000.00	119873
1548	LYON COUNTY LANDFILL	10/01/2021	EFT	0.00	69.50	7816
1552	LYON COUNTY RECORDER	10/08/2021	EFT	0.00	60.00	7879
1553	LYON COUNTY SHERIFF'S DEPT.	10/01/2021	Regular	0.00	10.00	119874
1555	LYON LINCOLN ELECTRIC COOPERATIVE INC	10/08/2021	Regular	0.00	39.61	119917

Council Check Report

Date Range: 09/29/2021 - 10/12/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1570	MADDEN UPHOLSTERY & HOME DECORATING INC	10/01/2021	Regular	0.00	247.31	119875
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	10/08/2021	EFT	0.00	1,057.35	7880
5459	MAGNEY CONSTRUCTION, INC	10/08/2021	Regular	0.00	723,956.68	119918
1616	MARSHALL CONVENTION & VISITORS BUREAU	10/01/2021	EFT	0.00	7,000.00	7817
1616	MARSHALL CONVENTION & VISITORS BUREAU	10/08/2021	EFT	0.00	17,319.19	7881
1620	MARSHALL FLORAL	10/01/2021	Regular	0.00	60.00	119876
0460	MARSHALL JAMES	10/01/2021	EFT	0.00	80.00	7818
6018	MARSHALL M CLUB	10/08/2021	Regular	0.00	1,300.00	119919
1633	MARSHALL MUNICIPAL UTILITIES	10/08/2021	EFT	0.00	81,894.86	7882
3545	MARSHALL RADIO	10/08/2021	EFT	0.00	825.00	7885
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOC	10/08/2021	Regular	0.00	107,584.89	119920
1654	MARTIN-MARIETTA AGGREGATES	10/01/2021	Regular	0.00	2,938.36	119877
6025	MELLENTHIN, CODY	10/01/2021	EFT	0.00	30.00	7819
4980	MENARDS INC	10/08/2021	Regular	0.00	147.12	119921
3971	MEULEBROECK, ANDY	10/01/2021	EFT	0.00	30.00	7820
1808	MINNESOTA MUNICIPAL UTILITIES ASSOC	10/08/2021	EFT	0.00	651.00	7886
3669	MINNESOTA STATE RETIREMENT SYSTEM	10/01/2021	Bank Draft	0.00	7,737.28	DFT0001128
1839	MINNESOTA VALLEY TESTING LABS INC	10/01/2021	EFT	0.00	217.00	7821
1839	MINNESOTA VALLEY TESTING LABS INC	10/08/2021	EFT	0.00	456.00	7887
1757	MN CHILD SUPPORT PAYMENT CENTER	10/01/2021	Bank Draft	0.00	356.25	DFT0001123
1757	MN CHILD SUPPORT PAYMENT CENTER	10/01/2021	Bank Draft	0.00	287.49	DFT0001124
3555	MN DOT	10/08/2021	Regular	0.00	2,471.74	119922
6440	MN PEIP-C/O MMB FISCAL SVC	10/08/2021	Regular	0.00	153,443.82	119923
1818	MN REVENUE	10/01/2021	Bank Draft	0.00	11,055.30	DFT0001134
1877	MOTION INDUSTRIES INC	10/08/2021	EFT	0.00	156.46	7888
5724	MOTION PICTURE LICENSING CORP	10/08/2021	Regular	0.00	139.92	119929
5047	MULTI ELECTRIC	10/01/2021	Regular	0.00	1,132.49	119878
2512	NATIONWIDE RETIREMENT	10/01/2021	Bank Draft	0.00	525.00	DFT0001118
2513	NATIONWIDE RETIREMENT-FIRE	10/01/2021	Bank Draft	0.00	1,415.50	DFT0001119
1923	NCPERS MN GROUP LIFE INS.	10/08/2021	EFT	0.00	336.00	7889
1939	NFPA	10/01/2021	Regular	0.00	347.95	119879
1945	NORMS GTC	10/01/2021	Regular	0.00	20.86	119880
1945	NORMS GTC	10/08/2021	Regular	0.00	434.91	119930
1946	NORTH CENTRAL LABS	10/01/2021	EFT	0.00	732.41	7822
1946	NORTH CENTRAL LABS	10/08/2021	EFT	0.00	1,253.89	7890
5891	ONE OFFICE SOLUTION	10/01/2021	EFT	0.00	151.45	7823
5891	ONE OFFICE SOLUTION	10/08/2021	EFT	0.00	330.63	7891
3809	O'REILLY AUTOMOTIVE STORES, INC	10/01/2021	EFT	0.00	106.86	7824
5205	PAINTED PRAIRIE VINEYARD, LLC	10/01/2021	EFT	0.00	336.00	7825
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	10/08/2021	EFT	0.00	62.22	7892
2028	PERA OF MINNESOTA REG	10/01/2021	Bank Draft	0.00	52,867.72	DFT0001126
2036	PHILLIPS WINE AND SPIRITS INC	10/01/2021	Regular	0.00	6,288.89	119881
2036	PHILLIPS WINE AND SPIRITS INC	10/08/2021	Regular	0.00	19,528.27	119931
2049	PLUNKETTS PEST CONTROL INC	10/01/2021	EFT	0.00	39.09	7826
0477	PRZYBILLA, SCOTT	10/01/2021	EFT	0.00	30.00	7827
6166	PULVER MOTOR SVC, LLC	10/01/2021	EFT	0.00	75.00	7828
2096	QUARNSTROM & DOERING, PA	10/01/2021	EFT	0.00	10,874.66	7829
4112	RDO EQUIPMENT CO.	10/08/2021	Regular	0.00	2,400.00	119933
4826	RIEKE, BENJAMIN	10/01/2021	EFT	0.00	30.00	7830
5732	RITE	10/01/2021	Regular	0.00	96.19	119883
2167	RIVERLAND COMMUNITY COLLEGE	10/08/2021	Regular	0.00	2,000.00	119934
0481	ROKEH, JASON	10/01/2021	EFT	0.00	30.00	7831
2201	RUNNINGS SUPPLY INC	10/01/2021	EFT	0.00	108.89	7832
2201	RUNNINGS SUPPLY INC	10/08/2021	EFT	0.00	18.16	7893
5556	SANDGREN, KAYLYNN	10/01/2021	EFT	0.00	30.00	7833
4056	SIGMA CONTROLS, INC.	10/01/2021	Regular	0.00	886.73	119884
3495	SMSU	10/08/2021	EFT	0.00	9,105.00	7894
4855	SOUTHERN GLAZER'S OF MN	10/08/2021	EFT	0.00	14,815.10	7895
2309	SOUTHWEST COACHES INC	10/08/2021	EFT	0.00	1,963.50	7896
0313	SOUTHWEST STATE UNIVERSITY	10/01/2021	Regular	0.00	500.00	119885
0491	ST AUBIN, GREGORY	10/01/2021	EFT	0.00	30.00	7834

Council Check Report

Date Range: 09/29/2021 - 10/12/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3808	STELTER, GEOFFREY	10/01/2021	EFT	0.00	30.00	7835
4134	STENSRUD, PRESTON	10/01/2021	EFT	0.00	30.00	7836
5491	STORM, ANNETTE	10/01/2021	EFT	0.00	80.00	7837
2373	STREICHERS	10/08/2021	EFT	0.00	263.47	7897
6706	SUN LIFE FINANCIAL	10/08/2021	EFT	0.00	1,561.22	7898
0495	SWANSON, GREGG	10/01/2021	EFT	0.00	30.00	7838
4734	TESSMAN COMPANY	10/01/2021	EFT	0.00	3,740.00	7839
3968	TRAFFIC CONTROL CORP.	10/08/2021	EFT	0.00	236.84	7900
5750	TRAFFIC MARKING SVC INC	10/01/2021	Regular	0.00	3,213.64	119886
2463	TRIO PLUMBING & HEATING	10/08/2021	Regular	0.00	150.00	119935
6156	TRUE BRANDS	10/01/2021	EFT	0.00	91.42	7840
6156	TRUE BRANDS	10/08/2021	EFT	0.00	330.95	7901
3342	TRUEDSON, SCOTT	10/01/2021	EFT	0.00	59.99	7841
2499	US BANK	10/08/2021	Regular	0.00	1,500.00	119936
3443	VALIC DEFERRED COMP	10/01/2021	Bank Draft	0.00	1,172.00	DFT0001120
3443	VALIC DEFERRED COMP	10/01/2021	Bank Draft	0.00	135.74	DFT0001121
3443	VALIC DEFERRED COMP	10/01/2021	Bank Draft	0.00	1,650.00	DFT0001122
6092	VANDERMILLEN, SCOTT	10/01/2021	EFT	0.00	80.00	7842
0512	VANLEEUWE, SARA J.	10/01/2021	EFT	0.00	70.00	7843
0513	VANMOER, ROBERT	10/01/2021	EFT	0.00	30.00	7844
2538	VIKING COCA COLA BOTTLING COMPANY	10/01/2021	EFT	0.00	164.45	7845
2538	VIKING COCA COLA BOTTLING COMPANY	10/08/2021	EFT	0.00	302.90	7902
4594	VINOUCUPIA	10/08/2021	EFT	0.00	2,308.75	7903
6085	VOYA - INVESTORS CHOICE	10/01/2021	Bank Draft	0.00	1,828.24	DFT0001129
6855	WAGNER, GRETCHEN	10/01/2021	Regular	0.00	550.00	119887
0518	WENKER, JEFFREY	10/01/2021	EFT	0.00	30.00	7846
2591	WESTERN PRINT GROUP	10/08/2021	EFT	0.00	101.36	7904
2605	WINE MERCHANTS	10/01/2021	Regular	0.00	217.69	119888
2624	YMCA	10/08/2021	Regular	0.00	70.00	119937

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	65	0.00	1,293,017.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	17	0.00	154,983.63
EFT's	211	123	0.00	233,092.02
	361	205	0.00	1,681,093.32

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	133	65	0.00	1,293,017.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	17	17	0.00	154,983.63
EFT's	211	123	0.00	233,092.02
	361	205	0.00	1,681,093.32

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	9/2021	520.84
999	POOLED CASH FUND	10/2021	1,680,572.48
			1,681,093.32

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

10/12/2021

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMNTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE	
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00		14,074,300.00	4,099,265.87	6,918,924.06	2,165,066.75	723,956.68	140,476.90	26,609.74	99.81%
E22	630-49600-55130	9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00		190,000.00	150,483.00					39,517.00	79.20%
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	695,744.00	5,725,944.00		3,039,722.04	2,390,589.53	143,381.98	142,915.22	9,335.23	99.84%
Z75	476-43300-55170	4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	10,885.14	2,594,640.04		2,528,408.74	27,377.08		5,000.00	33,854.22	98.70%
Z76	476-43300-55170	5/26/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55	(7,706.25)	609,430.30		562,896.42	57,673.16		1,500.00	(12,639.28)	102.07%
Z77	630-49600-55170	6/23/2020	Legion Field Strom Water Improvements-Phase 1	Towne & Country Excavating LLC	277,943.00	(2,967.25)	274,975.75		257,658.64			2,602.61	14,714.50	94.65%
Z82	479-43300-55170	2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	D & G Excavating Inc.	1,051,247.90	30,007.65	1,081,255.55			1,046,976.69		10,575.52	23,703.34	97.81%
Z51	495-43300-55170	2/23/2021	2021 Bituminous Overlay	Duininck, Inc	580,564.28	(160.00)	580,404.28			589,099.98		1,000.00	(9,695.70)	101.67%
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kkuechle Underground	849,244.50		849,244.50			779,179.36		41,009.44	29,055.70	96.58%
B21	479-45200-55120	3/9/2021	Restroom Facility and Picnic Pavilion - Patriot Park	Bladhholm Construction	188,886.00	12,348.00	201,234.00			201,234.00			-	100.00%
Z80	602-49500-55170	5/11/2021	T.H. 23/Independence Park Sewer Realignment	D & G Excavating Inc.	189,448.50		189,448.50			169,989.44		8,946.81	10,512.25	94.45%
PK-001		8/25/2021	Independence Park Trail Replacement	A & C Excavating, LLC	375,659.10		375,659.10							100.00%
					<u>28,644,824.55</u>	<u>766,849.47</u>	<u>29,411,674.02</u>	<u>4,249,748.87</u>	<u>13,490,265.10</u>	<u>9,737,637.87</u>	<u>1,848,403.22</u>	<u>429,928.15</u>	<u>(719,968.29)</u>	



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 12, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Adoption of Ordinance Revision to Sec. 66-108(d)-Walkways.
Background Information:	<p>The City Engineering Department has been committed to a minimum 5-FT sidewalk width for many years. It is the opinion of City staff that a 5-FT minimum width is much more comfortable for sidewalk users. The intent of changing this ordinance is to ensure that our City ordinance agrees with current Engineering Department principles.</p> <p>This ordinance is geared toward new city subdivisions and development. By changing this ordinance, staff will have the authority to require 5-FT sidewalk on all new developments. City staff will not require 5-FT sidewalk if a property owner is replacing 4-FT sidewalk in an existing area with 4-FT sidewalk adjacent.</p> <p>Attached is a red-lined copy of the proposed revisions and a clean copy of the ordinance.</p> <p>The ordinance revision was introduced at the City Council meeting on September 28, 2021.</p>
Fiscal Impact:	None.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council adopt Ordinance No. 21-XXX, which amends Sec. 66-108(d) of the Subdivision Ordinance by increasing the minimum sidewalk width from 4 feet to 5 feet.

Chapter 66 – SUBDIVISIONS

ARTICLE III. – DESIGN STANDARDS AND REQUIRED IMPROVEMENTS

Sec. 66-108. – Lots and blocks.

- (d) *Walkways.* ~~For new subdivision developments, c~~Concrete pedestrian walks of a minimum width of five ~~four~~-feet shall be required on both sides of all streets to provide circulation or access to schools, playgrounds, shopping centers, bus stops, and other community facilities. ~~Walks of a width of five feet shall be required along all major collector and arterial streets as shown on the major street plan of the city.~~ They may also be required to provide access through greenways and common areas. The walks shall be maintained by the adjacent property owners.

ORDINANCE NO. 21-____

**ORDINANCE AMENDING
MARSHALL CITY CODE OF ORDINANCES – CHAPTER 66
RELATING TO SUBDIVISIONS**

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

Section 1: City Code of Ordinances, Sec. 66-108(d) shown below, is hereby amended in its entirety as follows:

Chapter 66 – SUBDIVISIONS

ARTICLE III. – DESIGN STANDARDS AND REQUIRED IMPROVEMENTS

Sec. 66-108. – Lots and blocks.

- (d) *Walkways.* For new subdivision developments, concrete pedestrian walks of a minimum width of five feet shall be required on both sides of all streets to provide circulation or access to schools, playgrounds, shopping centers, bus stops, and other community facilities. They may also be required to provide access through greenways and common areas. The walks shall be maintained by the adjacent property owners.

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

Passed and adopted by the Common Council this 12th day of October, 2021.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

Introduced on: September 28, 2021

Final Passage on: October 12, 2021

Published in the Marshall Independent: _____



CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 12, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider Proposal from TKDA for Predesign Study of the Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) at the Southwest Minnesota Regional Airport.
Background Information:	<p>Please find attached the TKDA Authorization for Predesign Study of the Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) at the Southwest Minnesota Regional Airport. This study will provide the City of Marshall with the necessary justification and formulation to construct a SRE Maintenance Facility in the near term, and also a framework for future expansion to include firefighting and rescue facilities on the airport.</p> <p>The study will provide the necessary next steps to determine funding eligibility and layout for the SRE Maintenance Facility, which is planned for design in 2022, and construction in 2023. This study is a required first step to identify funding sources and prove funding eligibility to FAA and MnDOT Aeronautics. The study may be eligible for reimbursement utilizing MML FAA entitlements along with the design work during 2022. TKDA will work with the FAA to include these costs in that design grant to the extent possible.</p> <p>TKDA presented this proposal to the Airport Commission on October 5, 2021.</p>
Fiscal Impact:	The proposed cost of predesign services is \$35,000. Attached is a copy of the current CIP for the Airport.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize acceptance of the Proposal for Predesign Study of the Snow Removal Equipment (SRE) and Aircraft Rescue Firefighting Facility (ARFF) at the Southwest Minnesota Regional Airport with TKDA in the amount of \$35,000.00.



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

September 24, 2021

Submitted via email: Jason.Anderson@ci.marshall.mn.us

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

Re: Proposal for Architectural and Engineering Predesign Study
Snow Removal Equipment (SRE) and Aircraft Rescue and Fire Fighting (ARFF) Facility
Southwest Minnesota Regional Airport - Marshall

Dear Mr. Anderson:

In response to your Request for Proposal, we are pleased to submit this Proposal to provide Architectural, Engineering and Planning Services in connection with the proposed SRE and ARFF Facility Project at the Southwest Minnesota Regional Airport in Marshall, MN, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the Professional Services Agreement dated March 10, 2020.

I. PROJECT DESCRIPTION

OVERVIEW

TKDA met with Jason Anderson to discuss the Project. Description of the understood predesign scope is as follows:

The planned Snow Removal Equipment (SRE) and Aircraft Rescue Fire Fighting (ARFF) Facility at the Southwest Minnesota Regional Airport – Marshall is based on conceptual planning included in the Airport Master Plan, which was approved by the City in June 2020. The location of the planned facility is shown on the attached East Building Area Plan from the Airport Layout Plan. The 2020 Airport Master Plan, and corresponding Airport Layout Plan dated June 2020 have been accepted and approved by the FAA for establishing a guiding document for the 20-plus year development of the airport. The SRE/ARFF Facility is to be constructed in phases over the planning period, as the need for various uses develop. The first phase will be for construction of an SRE Storage and Maintenance Facility. The overall site shall be developed for future expansion to include an ARFF and Firefighting Facility that will jointly serve both airfield firefighting and rescue, and municipal firefighting capabilities.

The SRE Storage and Maintenance Facility will accommodate current airport snow removal equipment, mowing equipment, maintenance vehicles, and sand/salt storage. Also included will be airport maintenance staff offices, break room, and restrooms. The SRE Facility will be designed such that it can be expanded for the future firefighting facilities, and utilize common elements such as break rooms and restrooms. Future firefighting capabilities may include both airport rescue and firefighting, as well as city fire fighting capabilities. Desire for a City Fire Station to the west of the railroad tracks has been identified during previous planning studies as a city priority. Development of a joint ARFF/City Firefighting Facility would allow for shared resources, and utilization of existing city owned land on the airport.

Services to be provided by TKDA as part of this proposal include completing a Predesign Report for Capital projects, visual site survey, review of previous site preparation projects, budgetary construction cost estimate (of chosen alternative), funding plan, and NEPA Categorical Exclusion report. Additional design services for final construction documents and construction administration are not included in this Proposal.

DESIGN APPROACH

TKDA plans to utilize our full array of in-house design services and expertise to provide a comprehensive Pre-design Report and deliver the requested information for the City in a timely fashion. In addition to our services, we may utilize the services of outside construction companies to assist in cost estimating.

Design goals are focused on meeting the project budget while creating a highly functional and robust facility that will serve the City well into the future. We will work to develop a site plan that accommodates the near term development, as well as the ultimate build out, while minimizing future rework.

During the pre-design, our team will test and verify space configurations and work flows to maximize the planned facility layout for functionality and efficiency. Our focus will be to stretch the provided budget to gain as much of the desired facility as possible. We will work with city departments to verify programmatic elements and ensure requirements are met.

Architectural layouts and building systems (MEP) will be analyzed on a high level for cost, energy efficiency, life-cycle, and feasibility with site infrastructure. Pre-design documents will include plans, renderings, and studies in both 2D and 3D format to move the design decision process forward. Programming spreadsheets will be generated, capturing space requirements that include function, finishes, square footages, and spatial relationship requirements. These documents and studies will be followed up with a budgetary cost estimate exercise to test compliance with the total project budget of \$1,580,000 for the Site Preparation, and SRE Storage Facility, as included in the airports 2020 Capital Improvement Program (CIP). During the pre-design, the city will be asked to select a preferred design concept from the plan and study options generated prior to completing the pre-design report. Specific tasks and deliverables are outlined in part II of this proposal.

An analysis of the preferred SRE Storage Facility layout will be performed to determine the extent of which project elements are eligible for FAA Airport Improvement Program (AIP) funding, and State of Minnesota Department of Transportation (MnDOT) Airport Development funding sources. FAA eligibility will be determined utilizing current FAA Advisory Circulars (AC's), and the AIP Handbook. Total shares for Federal, State, and Local funding will be presented to the City for their consideration. Upon acceptance of overall funding levels, TKDA will assist the City in updating the airport Capital Improvement Program (CIP) to reflect the necessary funding.

Programming level estimates for the ultimate build out of the ARFF and Firefighting Facility will be developed for use by the City in seeking out alternative funding sources other than airport funding. The ARFF functions are not currently eligible for FAA funding as only airports with FAR Part 139 Certification, as required for commercial air service, qualify for federal assistance. At such time in the future that the airport receives a Part 139 Certificate, the ARFF Facility will become eligible for funding utilizing the airports AIP Entitlements. Funding for the municipal firefighting facility would not qualify for airport development funding. The study will seek to determine possible sources for future funding, other than local funding.

II. SERVICES AND DELIVERABLES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. PROJECT MANAGEMENT

- i. Track meeting notes for records
- ii. Execute TKDA's internal Quality Control/Quality Assurance protocol for reports and studies
- iii. Assemble pre-design submittal

B. MEETINGS (held via Microsoft Teams)

- i. Kick-Off Meeting
- ii. Design Review Meetings (2)
- iii. Programming Workshop (one, 2-hr session)
- iv. Agency Meeting w/FAA and MnDOT Representatives (one, 1-hr session)
- v. Visual site survey

C. PREDESIGN REPORT

- i. Drawings
 - 1) Site Plan Analysis (2 options)
 - 2) Facility Program Relationship Diagrams
 - 3) Facility Plan Analysis (3 options)
 - 4) Three dimension renderings (2 exterior)
- ii. Narrative
 - 1) Project statement and summary
 - 2) Building program summary and room data information
 - 3) Precedent study of similar facilities
 - 4) Technology and sustainability plan/features
 - 5) Summary of State and Federal requirements
 - 6) Project schedule for design and construction
- iii. Opinion of probable construction costs
- iv. Funding Plan
 - 1) Determine eligibility for FAA AIP funding and MnDOT Aeronautics Development Funding
 - 2) Explore non-aviation funding sources for ARFF/Firefighting Facility

D. NEPA Categorical Exclusion for site development and SRE/ARFF Facility

F. PROJECT ASSUMPTIONS AND EXCLUSIONS

- i. Upon completion of the Predesign, the City will seek FAA funding for design of the SRE Facility in 2022. The SRE Facility will be designed to be publicly bid for construction in 2023.
- ii. Expansion of the facility for ARFF and Firefighting will occur after 2023. No design efforts will be performed as part of the SRE Facility design in 2022, other than site preparation.
- iii. Any printing of materials outside of standard predesign documents requested by the City will be invoiced as a reimbursable expense.

III. ADDITIONAL SERVICES

If authorized in writing by the City, TKDA will furnish or obtain Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Rate basis per our Master Contract, and such billings shall be over and above any maximum amounts set forth herein.

- A. Changes in scope or design deviations, phases of design beyond predesign
- B. Site visits above those listed in Section II.
- C. Meetings and/or review efforts outside of those listed in Section II.
- D. Site Topographic Survey
- E. Geotechnical Evaluations

IV. CLIENT RESPONSIBILITIES

These responsibilities shall be as set forth in Article 9 of the Professional Services Agreement and as further described or clarified below:

- A. Designate one individual to act as a representative with respect to the work to be performed; such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project.

- B. Provide TKDA with access to the sites and appropriate photographs of existing conditions as required to perform services listed herein.
- C. Provide timely direction regarding any specific equipment and/or material requirements.
- D. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so the Project schedule can be maintained.

V. PERIOD OF SERVICE

We expect to start services promptly upon receipt of a written Notice to Proceed. TKDA will complete the services herein in approximately six weeks. Final schedule to be discussed and agreed upon during project kick-off meeting.

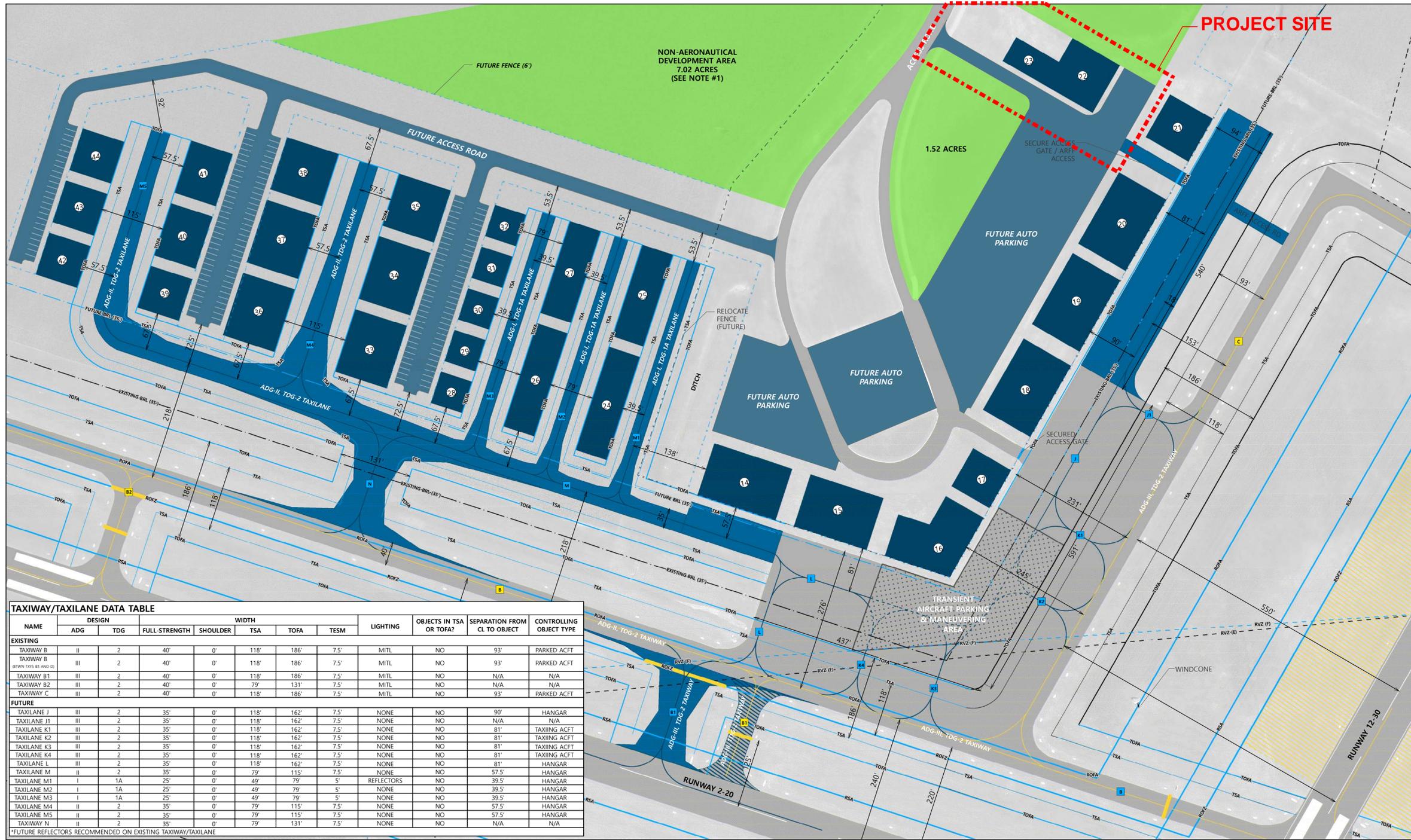
VI. COMPENSATION

Compensation to TKDA for services provided as in Section II shall be in a Lump Sum amount as listed below:

PREDESIGN STUDY	\$33,600
PROJECT SPECIFIC SERVICES	\$ 900
REIMBURSABLES:	<u>\$ 500</u>
TOTAL	\$35,000

The level of effort required to accomplish SECTION II services can be affected by factors beyond our control. Therefore, if it appears at any time charges for services rendered under SECTION II will exceed the above, TKDA agrees we will not perform services or incur costs resulting in billings in excess of such amount until we have been advised by you additional funds are available and our work can proceed.

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DRAWING LEGEND

	EXISTING	FUTURE	ULTIMATE
AIRPORT PROPERTY LINE	---	---	---
AIRPORT SECURITY FENCE (6 FT)	---	---	N/A
AIRPORT BUILDINGS	█	█	█
AIRPORT PAVEMENT	█	█	█
PAVEMENT REMOVAL	█	█	█
AUTOMOBILE PARKING	█	█	█
BUILDING RESTRICTION LINE (BRL) - 35'	---	---	N/A
RUNWAY PROTECTION ZONE (RPZ)	---	---	N/A
MNDOT CLEAR ZONE	---	---	N/A
OBSTRUCTION SURFACES	---	---	N/A
RUNWAY SAFETY AREA (RSA)	---	---	N/A
RUNWAY VISIBILITY ZONE (RVZ)	---	---	N/A
RUNWAY OBJECT FREE AREA (ROFA)	---	---	N/A
RUNWAY OBSTACLE FREE ZONE (ROFZ)	---	---	N/A
PRECISION OBSTACLE FREE ZONE (POFZ)	---	---	N/A
TAXIWAY CENTERLINE	---	---	---
TAXIWAY SAFETY AREA (TSA)	---	---	---
TAXIWAY/TAXILANE OBJECT FREE AREA (TOFA)	---	---	---
NATURAL FEATURES	---	---	---
WATER BODIES	---	---	---
RIVERS, STREAMS, DITCHES	---	---	---
AIRPORT REFERENCE POINT	⊕	⊕	N/A
SURVEY MONUMENTS	⊕	⊕	N/A
APPROACH LIGHTING SYSTEM	⊕	⊕	N/A
LOCALIZER ANTENNA	⊕	⊕	N/A
SEQUENCED FLASHER	⊕	⊕	N/A
PRECISION APPROACH PATH INDICATOR (PAPI)	⊕	⊕	N/A
RUNWAY END IDENTIFIER LIGHTS (REIL)	⊕	⊕	N/A
AIRPORT ROTATING BEACON	⊕	⊕	N/A
GLIDE SLOPE	⊕	⊕	N/A
WIND CONE	⊕	⊕	N/A
AWOS	⊕	⊕	N/A
NAVAID CRITICAL AREA	⊕	⊕	N/A
NON-AERONAUTICAL DEVELOPMENT	█	█	█
AIRPORT DRAINAGE POND	---	---	---
EASEMENTS	---	---	---

TAXIWAY/TAXILANE DATA TABLE

NAME	DESIGN	ADG	TDG	FULL-STRENGTH	SHOULDER	WIDTH			LIGHTING	OBJECTS IN TSA OR TOFA?	SEPARATION FROM CL TO OBJECT	CONTROLLING OBJECT TYPE
						TSA	TOFA	TESM				
EXISTING												
TAXIWAY B	II		2	40'	0'	118'	186'	7.5'	MITL	NO	93'	PARKED ACFT
TAXIWAY B (BTWN TDG B1 AND D)	III		2	40'	0'	118'	186'	7.5'	MITL	NO	93'	PARKED ACFT
TAXIWAY B1	III		2	40'	0'	118'	186'	7.5'	MITL	NO	N/A	N/A
TAXIWAY B2	III		2	40'	0'	79'	131'	7.5'	MITL	NO	N/A	N/A
TAXIWAY C	III		2	40'	0'	118'	186'	7.5'	MITL	NO	93'	PARKED ACFT
FUTURE												
TAXILANE J	III		2	35'	0'	118'	162'	7.5'	NONE	NO	90'	HANGAR
TAXILANE J1	III		2	35'	0'	118'	162'	7.5'	NONE	NO	N/A	N/A
TAXILANE K1	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	TAXIING ACFT
TAXILANE K2	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	TAXIING ACFT
TAXILANE K3	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	TAXIING ACFT
TAXILANE K4	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	TAXIING ACFT
TAXILANE L	III		2	35'	0'	118'	162'	7.5'	NONE	NO	81'	HANGAR
TAXILANE M	II		2	35'	0'	79'	115'	7.5'	NONE	NO	57.5'	HANGAR
TAXILANE M1	I	1A		25'	0'	49'	79'	5'	REFLECTORS	NO	39.5'	HANGAR
TAXILANE M2	I	1A		25'	0'	49'	79'	5'	NONE	NO	39.5'	HANGAR
TAXILANE M3	I	1A		25'	0'	49'	79'	5'	NONE	NO	39.5'	HANGAR
TAXILANE M4	II		2	35'	0'	79'	115'	7.5'	NONE	NO	57.5'	HANGAR
TAXILANE M5	II		2	35'	0'	79'	115'	7.5'	NONE	NO	57.5'	HANGAR
TAXIWAY N	II		2	35'	0'	79'	131'	7.5'	NONE	NO	N/A	N/A

*FUTURE REFLECTORS RECOMMENDED ON EXISTING TAXIWAY/TAXILANE

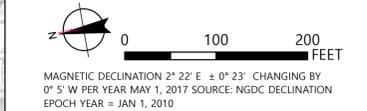
BUILDING DATA TABLE

ID	DESCRIPTION	PHASE	TOP ELEV. (MSL)	OBSTRUCTION?	LIGHTING OR MARKING	DISPOSITION	ID	DESCRIPTION	PHASE	TOP ELEV. (MSL)	OBSTRUCTION?	LIGHTING OR MARKING	DISPOSITION
14	140' X 100' CORPORATE / FBO HANGAR	FUTURE	1208.5	NO	NONE	TO BE CONSTRUCTED	30	60' X 60' BOX HANGAR	FUTURE	1197.6	NO	NONE	TO BE CONSTRUCTED
15	140' X 100' CORPORATE / FBO HANGAR	FUTURE	1209.8	NO	NONE	TO BE CONSTRUCTED	31	60' X 60' BOX HANGAR	FUTURE	1196.6	NO	NONE	TO BE CONSTRUCTED
16	TERMINAL BUILDING	FUTURE	1210.4	NO	NONE	TO BE CONSTRUCTED	32	60' X 60' BOX HANGAR	FUTURE	1195.0	NO	NONE	TO BE CONSTRUCTED
17	80' X 80' CORPORATE / FBO HANGAR	FUTURE	1206.0	NO	NONE	TO BE CONSTRUCTED	33	120' X 100' CORPORATE HANGAR	FUTURE	1211.5	NO	NONE	TO BE CONSTRUCTED
18	150' X 100' CORPORATE / FBO HANGAR	FUTURE	1209.1	NO	NONE	TO BE CONSTRUCTED	34	120' X 100' CORPORATE HANGAR	FUTURE	1212.6	NO	NONE	TO BE CONSTRUCTED
19	150' X 100' CORPORATE / FBO HANGAR	FUTURE	1209.0	NO	NONE	TO BE CONSTRUCTED	35	100' X 100' CORPORATE HANGAR	FUTURE	1205.7	NO	NONE	TO BE CONSTRUCTED
20	150' X 100' CORPORATE / FBO HANGAR	FUTURE	1210.2	NO	NONE	TO BE CONSTRUCTED	36	120' X 100' CORPORATE HANGAR	FUTURE	1203.2	NO	NONE	TO BE CONSTRUCTED
21	150' X 100' CORPORATE / FBO HANGAR	FUTURE	1211.0	NO	NONE	TO BE CONSTRUCTED	37	120' X 100' CORPORATE HANGAR	FUTURE	1203.2	NO	NONE	TO BE CONSTRUCTED
22	100' X 100' SNOW REMOVAL EQUIPMENT BLDG	FUTURE	1201.5	NO	NONE	TO BE CONSTRUCTED	38	100' X 100' CORPORATE HANGAR	FUTURE	1202.8	NO	NONE	TO BE CONSTRUCTED
23	JOINT CITY/ARFF FIRE STATION	FUTURE	1196.2	NO	NONE	TO BE CONSTRUCTED	39	80' X 80' BOX HANGAR	FUTURE	1199.9	NO	NONE	TO BE CONSTRUCTED
24	198' X 60' T-HANGAR	FUTURE	1189.8	NO	NONE	TO BE CONSTRUCTED	40	100' X 80' BOX HANGAR	FUTURE	1199.9	NO	NONE	TO BE CONSTRUCTED
25	176' X 60' T-HANGAR	FUTURE	1189.6	NO	NONE	TO BE CONSTRUCTED	41	100' X 80' BOX HANGAR	FUTURE	1201.9	NO	NONE	TO BE CONSTRUCTED
26	198' X 60' T-HANGAR	FUTURE	1193.8	NO	NONE	TO BE CONSTRUCTED	42	80' X 80' BOX HANGAR	FUTURE	1193.6	NO	NONE	TO BE CONSTRUCTED
27	176' X 60' T-HANGAR	FUTURE	1192.6	NO	NONE	TO BE CONSTRUCTED	43	80' X 80' BOX HANGAR	FUTURE	1194.4	NO	NONE	TO BE CONSTRUCTED
28	60' X 60' BOX HANGAR	FUTURE	1199.6	NO	NONE	TO BE CONSTRUCTED	44	80' X 80' BOX HANGAR	FUTURE	1195.1	NO	NONE	TO BE CONSTRUCTED
29	60' X 60' BOX HANGAR	FUTURE	1199.6	NO	NONE	TO BE CONSTRUCTED							



NOTES

1 FUTURE NON-AERONAUTICAL DEVELOPMENT AREA, FAA REVIEW AND/OR APPROVAL REQUIRED IN ADVANCE OF PROPOSED DEVELOPMENT. FAA REVIEW FACTORS INCLUDE NATURE OF PROPOSAL, LOCATION, AND FEDERAL PARTICIPATION.



REVISIONS

DATE	BY	CHANGE



SOUTHWEST MINNESOTA REGIONAL AIRPORT
RYAN FIELD
 Marshall, Minnesota
 PROJ. NO. 15857 DATE JUN. 18 2020

Engineering
 Architecture
 Planning
 444 Cedar Street
 Suite 1500
 Saint Paul, MN 55101
 651.282.4400
 tkda.com



TERMINAL AREA
DRAWING - EAST
QUADRANT

Capital Improvement Program Report

Minnesota Department of Transportation - Aviation Division

Southwest Minnesota Regional-Marshall/Ryan Field

Report Filter - Types: All, Statuses: All

Year	Project Name	Status	FAA	State	Local	Total
2022						
	Acquisition of Property - Helena Chemical	CIP	0.00	402,500.00	172,500.00	\$575,000.00
	Airport Zoning Ordinance Update	CIP	0.00	35,000.00	15,000.00	\$50,000.00
	Apron Reconstruction (Partial) WPA Hangar Area	CIP	0.00	112,000.00	48,000.00	\$160,000.00
	Maintenance Equipment/SRE Building - Phase 1 Pre-design	CIP	0.00	0.00	30,000.00	\$30,000.00
	Taxiway Sealcoat/Crack Fill	CIP	0.00	52,500.00	22,500.00	\$75,000.00
		SubTotal:	\$0.00	\$602,000.00	\$288,000.00	\$890,000.00
2023						
	Maintenance Equipment/SRE Building - Phase 2 - Final Design	CIP	60,000.00	23,000.00	17,000.00	\$100,000.00
	Maintenance Equipment/SRE Building - Phase 2 - Site Prep	CIP	180,000.00	10,000.00	10,000.00	\$200,000.00
	Self-Propelled Runway Snow Blower	CIP	0.00	595,000.00	255,000.00	\$850,000.00
	Tractor with loader (mowing)	CIP	0.00	126,000.00	54,000.00	\$180,000.00
		SubTotal:	\$240,000.00	\$754,000.00	\$336,000.00	\$1,330,000.00
2024						
	Bituminous Crack Fill and Seal - Runway/Taxiway	CIP	0.00	35,000.00	15,000.00	\$50,000.00
	Exhibit A Property Map Update (FAA required)	CIP	27,000.00	1,500.00	1,500.00	\$30,000.00
	Maintenance Equipment/SRE Building - Construction	CIP	750,000.00	287,500.00	212,500.00	\$1,250,000.00
	Skidloader (SRE)	CIP	0.00	33,600.00	14,400.00	\$48,000.00
		SubTotal:	\$777,000.00	\$357,600.00	\$243,400.00	\$1,378,000.00
2025						
	Acquisition of Property - Gas Facility	CIP	104,400.00	5,800.00	5,800.00	\$116,000.00
	New Corporate Hangar - Design/Site/Foundation	CIP	0.00	350,000.00	150,000.00	\$500,000.00
	Reconstruct Runway 12/30	CIP	3,600,000.00	200,000.00	200,000.00	\$4,000,000.00
	Re-mark/Re-sign Runways - Magnetic Declination Change	CIP	135,000.00	7,500.00	7,500.00	\$150,000.00
	Snowblower Attachment for Loader	CIP	0.00	157,500.00	67,500.00	\$225,000.00
		SubTotal:	\$3,839,400.00	\$720,800.00	\$430,800.00	\$4,991,000.00
2026						
	Airpark East Directional & Address Signage	CIP	0.00	35,000.00	15,000.00	\$50,000.00
	Bituminous Crack Fill and Seal - Runway/Taxiway	CIP	0.00	35,000.00	15,000.00	\$50,000.00

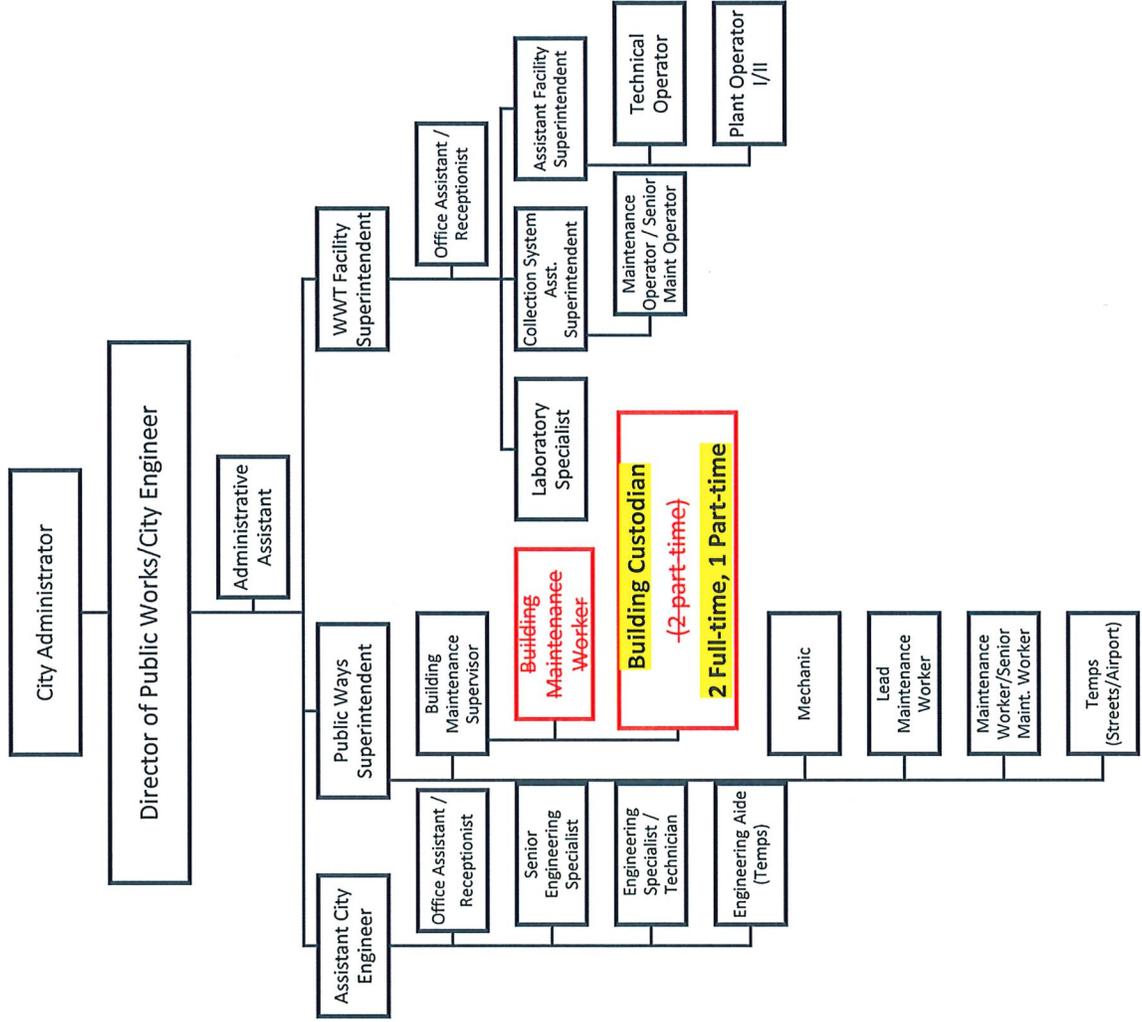
Year	Project Name	Status	FAA	State	Local	Total
	New Corporate Hangar - Building Construction (Hangar Loan)	CIP	0.00	0.00	200,000.00	\$1,000,000.00
	Parking Lot Paving - East Airpark	CIP	0.00	157,500.00	67,500.00	\$225,000.00
	Taxiway A Reconstruction	CIP	1,800,000.00	100,000.00	100,000.00	\$2,000,000.00
	Update Wildlife Management Plan	CIP	16,200.00	900.00	900.00	\$18,000.00
		SubTotal:	\$1,816,200.00	\$328,400.00	\$398,400.00	\$3,343,000.00
2027						
	General Aviation/Terminal Apron Reconstruction	CIP	1,800,000.00	100,000.00	100,000.00	\$2,000,000.00
		SubTotal:	\$1,800,000.00	\$100,000.00	\$100,000.00	\$2,000,000.00
2028						
	Obtain FAA Category 2 or 4 Part 139, Commercial Certificate	CIP	0.00	0.00	60,000.00	\$60,000.00
	Perimeter Fencing	CIP	450,000.00	25,000.00	25,000.00	\$500,000.00
	T-Hangar Building - East Airpark (Hangar Loan)	CIP	0.00	0.00	100,000.00	\$500,000.00
	T-Hangar Site Prep and Taxilane - East Airpark	CIP	45,000.00	162,500.00	42,500.00	\$250,000.00
		SubTotal:	\$495,000.00	\$187,500.00	\$227,500.00	\$1,310,000.00
2029						
	Dual Use Fire/ARFF Facility - Design and Site Prep	CIP	114,000.00	171,000.00	285,000.00	\$570,000.00
	Extend Runway & Taxiway 2/20-Env. Assessment	CIP	135,000.00	7,500.00	7,500.00	\$150,000.00
		SubTotal:	\$249,000.00	\$178,500.00	\$292,500.00	\$720,000.00
2030						
	Dual Use Fire/ARFF Facility - Construction	CIP	380,000.00	570,000.00	950,000.00	\$1,900,000.00
	Extend Runway & Taxiway 2/20 - Land Acquisition	CIP	450,000.00	25,000.00	25,000.00	\$500,000.00
	Relocate AWOS-3	CIP	0.00	60,000.00	0.00	\$60,000.00
		SubTotal:	\$830,000.00	\$655,000.00	\$975,000.00	\$2,460,000.00
2031						
	Extend Runway & Taxiway 2/20 - Engineering Design	CIP	240,300.00	13,350.00	13,350.00	\$267,000.00
		SubTotal:	\$240,300.00	\$13,350.00	\$13,350.00	\$267,000.00
2032						
	Extend Runway & Taxiway 2/20 - Construction	CIP	2,160,000.00	120,000.00	120,000.00	\$2,400,000.00
	Rehabilitate/Strengthen Runway 2/20	CIP	450,000.00	25,000.00	25,000.00	\$500,000.00
		SubTotal:	\$2,610,000.00	\$145,000.00	\$145,000.00	\$2,900,000.00
All Projects			\$12,896,900.00	\$4,042,150.00	\$3,449,950.00	\$21,589,000.00

Year	Project Name	Status	FAA	State	Local	Total
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**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of the Building Maintenance Staffing Proposal
Background Information:	<p>Attached for your review and consideration is a redlined copy of the organizational chart for Public Works with a summary of recommended changes.</p> <p>Staff will review this proposal in detail at the meeting.</p> <p>The Council Personnel Committee met on September 28, 2021, and unanimously approved the changes.</p>
Fiscal Impact:	<p>Maintaining the current staffing (pre-City Hall renovation and pre-COVID) level that includes a Building Maintenance Supervisor, a Building Maintenance Worker, and three part-time Building Custodians results in an approximate budget impact of \$243,336.60, including wages and benefits.</p> <p>The proposed staffing arrangement of a Building Maintenance Supervisor, two full-time Building Custodians, and one part-time Building Custodian results in an approximate budget impact of \$237,777.80, including wages and benefits.</p> <p>The above figures were compiled using 2021 wages and benefits and assumed 2,080 work hours for full-time and five hours per week, or 1,300 hours for part-time employment.</p>
Alternative/Variations:	None recommended.
Recommendations:	To approve the amended organizational chart and 2021 Wage Schedule.

Organizational Chart—PUBLIC WORKS **PROPOSED**



- Proposal:
- Eliminate the Building Maintenance Worker position, which is currently vacant.
 - Hire two full-time Building Custodians and retain 1 part-time employee in this position.

CITY OF MARSHALL WAGE SCHEDULE

2021 Wage Schedule PROPOSED

FULL-TIME EMPLOYEES

JOB CLASSIFICATION	Points	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
City Administrator	1142	55.22	58.90	62.59	66.27	69.95	73.63
Dir. of Public Works/City Engineer	920	45.95	49.01	52.07	55.13	58.20	61.26
Director of Community Services	654	44.98	47.98	50.97	53.97	56.97	59.97
Director of Public Safety	864	43.49	46.39	49.29	52.19	55.09	57.99
Director of Administrative Services	830	43.49	46.39	49.29	52.19	55.09	57.99
WWT Facility Superintendent	611	36.72	39.17	41.62	44.06	46.51	48.96
City Assessor	588	36.72	39.17	41.62	44.06	46.51	48.96
Finance Director	588	36.72	39.17	41.62	44.06	46.51	48.96
Police Captain	588	36.72	39.17	41.62	44.06	46.51	48.96
Economic Development Director	568	35.96	38.36	40.76	43.16	45.55	47.95
Liquor Store Manager	551	34.16	36.44	38.72	41.00	43.27	45.55
Assistant City Engineer	496	34.16	36.44	38.72	41.00	43.27	45.55
Public Ways Superintendent	496	34.16	36.44	38.72	41.00	43.27	45.55
Human Resource Manager	464	32.24	34.38	36.53	38.68	40.83	42.98
Police Sergeant (C)	421	31.01	33.03	35.04	37.07	39.09	41.11
Parks Superintendent	421	30.35	32.38	34.40	36.42	38.45	40.47
WWT Facility Asst. Superintendent	388	28.78	30.70	32.61	34.53	36.45	38.37
Training Facility Coordinator (MERIT)	382	28.78	30.70	32.61	34.53	36.45	38.37
Senior Engineering Specialist (A)	382	28.78	30.70	32.61	34.53	36.45	38.37
Plans Examiner/Asst Zoning Adm (A)	382	28.78	30.70	32.61	34.53	36.45	38.37
Building Services Coordinator (A)	382	28.78	30.70	32.61	34.53	36.45	38.37
Police Corporal (B)	382	29.20	31.12	33.04	34.96	36.87	38.79
Police Detective (B)	382	29.20	31.12	33.04	34.96	36.87	38.79
Facility Maintenance Supervisor	342	27.40	29.22	31.05	32.88	34.70	36.53
WWT Collection Sys. Asst. Superintendent	329	26.54	28.31	30.08	31.85	33.62	35.39
Lead Maintenance Worker (A)	327	26.54	28.31	30.08	31.85	33.62	35.39
Police Officer (B)	317	26.70	28.46	30.20	31.95	33.71	35.46
Appraiser	310	25.51	27.21	28.91	30.61	32.31	34.01
Media Communications Specialist	308	25.51	27.21	28.91	30.61	32.31	34.01
Adult Community Center Coordinator	298	25.51	27.21	28.91	30.61	32.31	34.01
Executive Assistant	291	25.51	27.21	28.91	30.61	32.31	34.01
Engineering Specialist (A)	289	25.51	27.21	28.91	30.61	32.31	34.01
City Clerk	289	25.51	27.21	28.91	30.61	32.31	34.01
Community Education Coordinator	282	23.99	25.59	27.19	28.79	30.39	31.99
Accounting Specialist	275	23.99	25.59	27.19	28.79	30.39	31.99
Payroll/Benefits Specialist	275	23.99	25.59	27.19	28.79	30.39	31.99
Building Maintenance Supervisor	261	23.99	25.59	27.19	28.79	30.39	31.99
Recreation Coordinator	261	23.99	25.59	27.19	28.79	30.39	31.99
Building Inspector II (A)	257	26.54	28.31	30.08	31.85	33.62	35.39
Assessing Technician	252	23.35	24.90	26.46	28.02	29.57	31.13
WWT Technical Operator (A)	251	23.99	25.59	27.19	28.79	30.39	31.99
Administrative Assistant	247	23.35	24.90	26.46	28.02	29.57	31.13
WWT Plant Operator II (A)	239	23.35	24.90	26.46	28.02	29.57	31.13
WWT Laboratory Specialist (A)	238	23.35	24.90	26.46	28.02	29.57	31.13
WWT Senior Maintenance Operator (A)	238	23.35	24.90	26.46	28.02	29.57	31.13
Mechanic (A)	237	23.35	24.90	26.46	28.02	29.57	31.13
Engineering Technician (A)	215	22.23	23.71	25.19	26.68	28.16	29.64
Building Inspector I (A)	206	23.35	24.90	26.46	28.02	29.57	31.13
Police Records Clerk	203	22.23	23.71	25.19	26.68	28.16	29.64
Senior Maintenance Worker (A)	200	22.23	23.71	25.19	26.68	28.16	29.64
WWT Maintenance Operator (A)	200	22.23	23.71	25.19	26.68	28.16	29.64
Media Production Technician	199	22.23	23.71	25.19	26.68	28.16	29.64
WWT Plant Operator I (A)	192	22.23	23.71	25.19	26.68	28.16	29.64
Maintenance Technician (A)	181	22.23	23.71	25.19	26.68	28.16	29.64
Maintenance Worker (A)	172	20.56	21.93	23.30	24.67	26.04	27.41
Office Assistant/Receptionist	171	20.56	21.93	23.30	24.67	26.04	27.41
Community Service Officer	153	19.60	20.90	22.21	23.52	24.82	26.13
Liquor Sales Associate	149	19.60	20.90	22.21	23.52	24.82	26.13
Building Maintenance Worker	132	19.21	20.49	21.77	23.05	24.33	25.61
Building Custodian	119	11.29	12.04	12.79	13.55	14.30	15.05
Building Custodian (Arena) (A)	119	11.29	12.04	12.79	13.55	14.30	15.05

Union Contract Positions
 (A) AFSCME
 (B) LELS 190 Patrol
 Police Supervisors

2021 Wage Rates
 2021 Wage Rates
 2021 Wage Rates

Approved 11/24/2020

Item 18.

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CITY OF MARSHALL WAGE SCHEDULE

2021 Schedule

PART-TIME EMPLOYEES

JOB CLASSIFICATION	Points	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Police Officer (part-time non-union)	317	26.27	28.02	29.78	31.53	33.28	35.03
Police Officer (part-time union)	317	26.70	28.46	30.20	31.95	33.71	35.46
Program Specialist	203	22.23	23.71	25.19	26.68	28.16	29.64
Community Services Officer	153	19.60	20.90	22.21	23.52	24.82	26.13
Office Specialist	148	19.60	20.90	22.21	23.52	24.82	26.13
Liquor Checkout Clerk	126	11.29	12.04	12.79	13.55	14.30	15.05
Building Custodian	108	11.29	12.04	12.79	13.55	14.30	15.05

PAID ON-CALL EMPLOYEES

JOB CLASSIFICATION	Hourly Rate	Annual Rate
Firefighter	17.77	
HazMat Technician/Firefighter	20.00	
Fire Chief (annual salary plus call-outs)	17.77	10,327.35
Assistant Fire Chief (annual salary plus call-outs)	17.77	3,997.16
Fire Captain (annual salary plus call-outs)	17.77	1,701.93
Fire Lieutenant (annual salary plus call-outs)	17.77	1,140.52
Janitor (Marshall Fire Hall--annual salary)		2,931.99
Hazardous Materials Technician (CAT) In-jurisdiction Responses	24.79	
Hazardous Materials Technician (CAT) State Responses	62.50	

Note: The CAT maximum compensation rates are established via contract with the State of MN.

CITY OF MARSHALL
Job Description

POSITION TITLE: Building Custodian	DATE: September 2021
DIVISION: Public Works	FLSA STATUS: Non-exempt
ACCOUNTABLE TO: Building Maintenance Supervisor	

SUMMARY OF POSITION

Perform a variety of routine cleaning and janitorial duties in various municipal buildings.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Sweep, mop, scrub, or vacuum floors, hallways, and stairways.
2. Spot clean carpets as needed. Shampoo or steam-cleans carpets, as directed.
3. Gather and empty trash and recyclables.
4. Scrub and sanitize restroom facilities; supply restroom facilities with paper products as needed (e.g., paper towels, hand soap, bathroom tissue).
5. Clean and sanitize the employee breakroom. This includes but is not limited to sweeping/mopping the floor and sanitizing the sink, fixtures, counters, table, refrigerator, and microwave.
6. Clean and sanitize the sinks/counters.
7. Dust furniture, shelves, walls, hanging artwork, and equipment.
8. Clean and polish fixtures and furniture.
9. Clean windows, glass, mirrors, and partitions with soap and other cleansers.
10. Mix cleaning solutions and chemicals in containers in preparation for cleaning, according to instructions.
11. Room and equipment set-ups/tear down and cleaning after use.
12. Follow procedures for the use of chemical cleaners to prevent damage to floors and fixtures.
13. Keep custodial closets/rooms clean, organized, and stocked.
14. Notify Supervisor when inventory of cleaning supplies is low.
15. Notify Supervisor regarding the need for repairs.
16. Perform snow removal from sidewalks, walkways, and entry/exit doors.
17. Attendance is an essential function of this position.
18. Perform other related duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

MINIMUM QUALIFICATIONS

- A. Must be at least 18 years of age.
- B. Must have a valid driver's license.
- C. Must be able to work weekdays (Monday-Friday).

DESIRABLE QUALIFICATIONS

NA

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of standard cleaning methods and procedures.
- Knowledge of proper cleaning/removal procedures when in contact with blood borne pathogens and caustic/toxic chemicals.

- Knowledge and use of proper personal protective safety equipment and the use of safety equipment (i.e., pylons) throughout the building to maintain the safety of the general public in work areas.
- Ability to safely utilize a variety of chemical products for general cleaning and janitorial duties.
- Ability to stand, walk, and bend for many hours.
- Ability to lift up to 50 lbs.
- Ability to climb ladders.
- Ability to demonstrate courtesy and professionalism while performing job duties.
- Ability to work under minimal supervision.
- Must be prompt and reliable.

SUPERVISION EXERCISED

None.

SUPERVISION RECEIVED

General supervision by the Building Maintenance Supervisor.

PUBLIC CONTACTS

Frequent contact with City employees. Occasional contact with visitors and the general public.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT

The physical demands and work environment characteristics described here are representative of those an employee encounters and must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Performing the duties of this job require the use of equipment including but not limited to: vacuum cleaner, brooms, shovels, cleaning tools/equipment, and cleaning chemicals.

See attached Physical Requirements and Working Conditions form.

NON-DISCRIMINATION POLICY

The City of Marshall provides equal employment opportunity in accordance with applicable state and federal laws, directives, and regulations. The City will not discriminate against any employee or applicant for employment on the basis of any class protected by state or federal law.

Physical Requirements and Working Conditions
Supplemental Job Description Information

Position Title: Building Custodian **Department:** Public Works—Bldg Maint.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the position. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Weight to be Lifted Or force to be Exerted

	None	up to 1/3	1/3 to 2/3	2/3 & up
Up to 10 pounds of force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Up to 25 pounds of force	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Up to 50 pounds of force	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 100 pounds of force	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In excess of 100 pounds of force	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Physical Activities

	None	up to 1/3	1/3 to 2/3	2/3 & up
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speak or hear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Use hands to finger, handle or feel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Climb or balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stoop, kneel, crouch or crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reach with hands and arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Taste or smell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Push or pull	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lifting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Repetitive Motions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exposure to Environmental Conditions

	None	up to 1/3	1/3 to 2/3	2/3 & up
Wet, humid conditions (non-weather)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work near moving mechanical parts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work in high, precarious places	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fumes or airborne particles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic or caustic chemicals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor weather conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme cold (non-weather)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme heat (non-weather)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Risk of electrical shock	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work with explosives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vibration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Breathing apparatus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 18. blood borne pathogens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Visual Acuity

No special vision requirements	<input type="checkbox"/>
Close vision	<input checked="" type="checkbox"/>
Distance vision	<input checked="" type="checkbox"/>
Ability to adjust focus	<input checked="" type="checkbox"/>
Depth perception.....	<input checked="" type="checkbox"/>
Color perception	<input checked="" type="checkbox"/>
Night vision.....	<input checked="" type="checkbox"/>
Peripheral vision	<input checked="" type="checkbox"/>

Vocal Communication

Expressing or exchanging ideas by means of the spoken word.....	<input checked="" type="checkbox"/>
Detailed or loud talking to convey detailed or important spoken instructions to others accurately, loudly or quickly.....	<input type="checkbox"/>

Hearing Perception

Ability to recognize information at normal spoken word levels.....	<input checked="" type="checkbox"/>
Ability to receive detailed information through oral communications and/or to make fine distinctions in sound.....	<input checked="" type="checkbox"/>

Sensory Utilization

Preparing and analyzing written or computer data.....	<input type="checkbox"/>
Visual inspection involving small defects and/or small parts	<input checked="" type="checkbox"/>
Use of measuring devices	<input checked="" type="checkbox"/>
Assembly or fabrication of parts within arms length.....	<input checked="" type="checkbox"/>
Operating machines.....	<input checked="" type="checkbox"/>
Operating motor vehicles or equipment.....	<input checked="" type="checkbox"/>
Observing general surroundings and activities.....	<input checked="" type="checkbox"/>

Typical Noise Level

Very Quiet (e.g. park trail, storage or file room)	<input type="checkbox"/>
Quiet (e.g. library, private offices)	<input type="checkbox"/>
Moderate Noise (e.g. business office with typewriters and/or computer printers, light traffic).....	<input checked="" type="checkbox"/>
Loud Noise (e.g. heavy traffic, large earth-moving equipment)	<input type="checkbox"/>
Very Loud Noise (e.g. jack hammer work, garbage recycle plant).....	<input type="checkbox"/>

CITY OF MARSHALL
Job Description

POSITION TITLE: Building Maintenance Worker	DATE: May 2010
DIVISION: Public Works	FLSA STATUS: Non-exempt
ACCOUNTABLE TO: Building Maintenance Supervisor	UNION STATUS: NA
	HAY POINTS: 132

SUMMARY OF POSITION

Perform a variety of routine cleaning, janitorial, general maintenance and preventive maintenance in various City buildings.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Perform a variety of cleaning and janitorial duties such as sweeping, dry mopping, wet mopping, stripping, waxing, polishing and vacuuming floors, hallways and stairways, and spot clean carpets.
2. Clean restrooms and fixtures, spot-clean desks, countertops, door glass, windows, dust shelves and wall hanging artwork, and maintain supplies (e.g., paper towels, hand soap, and bathroom tissue).
3. Remove trash, recyclable papers and empty containers.
4. Shampoo carpets.
5. Maintain HVAC in the absence of the Maintenance Supervisor.
6. Perform a variety of maintenance duties involving carpentry, painting, and minor plumbing.
7. Perform preventive maintenance and minor repair on equipment.
8. Remove snow utilizing shovels, motorized snow throwers, mechanical brooms, and /or skidsteer with attachments around municipally owned buildings and sidewalks and around city owned parking lots.
9. Conduct daily boiler and facility inspections on a weekend (Saturday / Sunday) rotational basis and on City designated holidays, as directed.
10. Assist other departments, as needed.
11. Attendance is an essential function of this position.
12. Perform other duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

MINIMUM QUALIFICATIONS

- A. High School Diploma or General Education Degree (GED).
- B. Valid MN Boiler Inspection Special Class Engineer Licensure or ability to obtain licensure within 12-months of hire.
- C. Maintain a valid MN Class D Drivers License.

DESIRABLE QUALIFICATIONS

One (1) year experience in commercial building maintenance.

ESSENTIAL KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of chemical products, building supplies, and mechanical tools utilized in floor care and general building maintenance.
- Knowledge of mechanical and preventative maintenance of HVAC systems and low pressure boilers.
- Knowledge of proper cleaning/removal procedures when in contact with blood borne pathogens and caustic/toxic chemicals.
- Knowledge and use of proper personal protective safety equipment and the use of safety equipment (i.e., pylons) throughout the building to maintain the safety of the general public in work areas.
- Skill in the operation and use of machinery and tools commonly used in building cleaning and general maintenance activities.
- Ability to troubleshoot and perform general building maintenance including, but not limited to: painting, repair, plumbing, and mechanical systems.
- Ability to demonstrate courtesy and professionalism while performing job duties.

- Ability to work under minimal supervision.

SUPERVISION EXERCISED

NA

SUPERVISION RECEIVED

Limited to close supervision by the Building Maintenance Supervisor.

PUBLIC CONTACTS

Frequent contact with City personnel. Occasional contact with the general public.

PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT

The physical demands and work environment characteristics described here are representative of those an employee encounters and must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Performing the duties of this job require the use of equipment including but not limited to: vacuum cleaner, floor polisher, floor scrubber, carpet shampooer, small hand and power tools, snow blower, and skidsteer.

Conduct daily boiler and facility inspections on a weekend (Saturday / Sunday) rotational basis and on City designated holidays, as directed.

See attached Physical Requirements and Working Conditions form.

NON-DISCRIMINATION POLICY

The City of Marshall does not discriminate on the basis of disability status in the admission or access to or treatment or employment in its programs and activities.

Physical Requirements and Working Conditions
Supplemental Job Description Information

Position Title: Building Maintenance Worker **Department:** Public Works—Bldg Maint.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the position. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Weight to be Lifted Or force to be Exerted

	None	up to 1/3	1/3 to 2/3	2/3 & up
Up to 10 pounds of force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Up to 25 pounds of force	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Up to 50 pounds of force	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Up to 100 pounds of force	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In excess of 100 pounds of force	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Physical Activities

	None	up to 1/3	1/3 to 2/3	2/3 & up
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Speak or hear	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Use hands to finger, handle or feel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Climb or balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stoop, kneel, crouch or crawl	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reach with hands and arms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Taste or smell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Push or pull	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lifting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Repetitive Motions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Exposure to Environmental Conditions

	None	up to 1/3	1/3 to 2/3	2/3 & up
Wet, humid conditions (non-weather)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work near moving mechanical parts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work in high, precarious places	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fumes or airborne particles	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic or caustic chemicals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Outdoor weather conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme cold (non-weather)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extreme heat (non-weather)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Risk of electrical shock	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work with explosives	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vibration	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Breathing apparatus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Item 18. blood borne pathogens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Visual Acuity

No special vision requirements	<input type="checkbox"/>
Close vision	<input checked="" type="checkbox"/>
Distance vision	<input checked="" type="checkbox"/>
Ability to adjust focus	<input checked="" type="checkbox"/>
Depth perception.....	<input checked="" type="checkbox"/>
Color perception	<input checked="" type="checkbox"/>
Night vision.....	<input checked="" type="checkbox"/>
Peripheral vision	<input checked="" type="checkbox"/>

Vocal Communication

Expressing or exchanging ideas by means of the spoken word.....	<input checked="" type="checkbox"/>
Detailed or loud talking to convey detailed or important spoken instructions to others accurately, loudly or quickly.....	<input type="checkbox"/>

Hearing Perception

Ability to recognize information at normal spoken word levels.	<input checked="" type="checkbox"/>
Ability to receive detailed information through oral communications and/or to make fine distinctions in sound.....	<input checked="" type="checkbox"/>

Sensory Utilization

Preparing and analyzing written or computer data.....	<input type="checkbox"/>
Visual inspection involving small defects and/or small parts	<input checked="" type="checkbox"/>
Use of measuring devices	<input checked="" type="checkbox"/>
Assembly or fabrication of parts within arms length.....	<input checked="" type="checkbox"/>
Operating machines.....	<input checked="" type="checkbox"/>
Operating motor vehicles or equipment.....	<input checked="" type="checkbox"/>
Observing general surroundings and activities.....	<input checked="" type="checkbox"/>

Typical Noise Level

Very Quiet (e.g. park trail, storage or file room)	<input type="checkbox"/>
Quiet (e.g. library, private offices)	<input type="checkbox"/>
Moderate Noise (e.g. business office with typewriters and/or computer printers, light traffic).....	<input checked="" type="checkbox"/>
Loud Noise (e.g. heavy traffic, large earth-moving equipment)	<input type="checkbox"/>
Very Loud Noise (e.g. jack hammer work, garbage recycle plant).....	<input type="checkbox"/>



CITY OF MARSHALL PERSONNEL COMMITTEE AGENDA ITEM REPORT

Meeting Date:	Tuesday, October 12, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider approval of amendments to the Personnel Policy Manual
Background Information:	<p>Attached for your review and consideration is a redlined copy of Chapters 1-3 of the Personnel Policy Manual. Staff will review the proposed amendments in detail at the City Council meeting. The Council Personnel Committee met on September 28, 2021, and unanimously recommended approval of the amendments.</p> <p>Policies 1.8 and 1.9 were amended to comply with a new MN law. Governor Walz recently signed legislation into state law that strengthens workplace protections for new and expectant parents. The changes are legally effective on January 1, 2022, however, staff recommend the Council approve the changes to be effective immediately to help ensure the City is providing a positive and supportive working environment for new mothers. Modifications were needed related to reasonable accommodations for pregnant employees and reasonable break time for nursing mothers to comply with the new law.</p> <p>Staff also completed a review of chapters 1-3 and are recommending a number of technical and other changes. Staff will review at the meeting.</p> <p>Staff will continue to review the remaining chapters of the policy manual for legal compliance and other necessary technical changes. Future Personnel Committee meetings will be scheduled as these are completed and recommendations will be brought to the full Council for consideration.</p> <p>If approved by the City Council, staff would proceed with updating the cover page (date of revision) and table of contents (date of revision).</p>
Fiscal Impact:	
Alternative/Variations:	None recommended. If the Council recommends further changes, the item may be referred back to the Personnel Committee for discussion.
Recommendations:	To approve amendments to the Personnel Policy Manual.



MARSHALL

Personnel Policy Manual

ADOPTED: 08/25/2009

UPDATED: 10/13/2020

DRAFT 10/12/2021



Welcome!

On behalf of your colleagues, we welcome you to the City of Marshall and wish you every success here.

We believe that each employee contributes directly to the City's growth and success, and we hope you take pride in being a member of our team.

This manual was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of this Personnel Policy Manual as soon as possible, for it will answer many questions about employment with the City.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

EMPLOYEE ACKNOWLEDGMENT FORM

I understand that this employee policy manual describes important information about the City of Marshall and that I should consult my supervisor regarding any questions not answered in the manual.

Since provisions of the policy manual are subject to change, I further understand that revisions to the policy manual may supersede or eliminate one or more existing policies.

My employment relationship with the City of Marshall is voluntarily entered into and is subject, within provisions of state and federal law, to termination by me or my employer at will, at any time either party believes such action to be appropriate.

I acknowledge that this policy manual is not a contract of employment. I have received and will comply with both the policies contained in this manual and any subsequent revisions.

I acknowledge that if I do not understand a policy or standard's meaning or the City's intent, I am responsible to contact a supervisor for clarification.

I acknowledge the receipt of this Personnel Policy Manual from the City of Marshall.

Employee's Signature

Employee Name (typed or printed)

Date

[AN ORIGINAL OF THIS ACKNOWLEDGEMENT FORM
WILL BE RETAINED IN THE EMPLOYEE PERSONNEL FILE]

**CITY OF MARSHALL
PERSONNEL POLICY MANUAL**

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Chapter 1: INTRODUCTION

1.1 PURPOSE

It is the policy of the City Council that there should be open and complete communication between all levels of city government. The purpose of these policies is to establish a uniform and equitable system of personnel administration for employees of the City of Marshall (hereinafter referred to as "the City.") They should not be construed as contract terms for any City employees. No supervisor or City representative has any authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to this provision. Nothing in this Personnel Policy Manual, or in other City policies which may be communicated to the employee, constitutes a contract of employment for any City employee. The policies are not intended to cover every situation that might arise and can be amended at any time at the sole discretion of the City. These policies supersede all previous personnel policies. As an employee, you are responsible for complying with current City policy at all times.

1.2 EMPLOYMENT AT WILL

Except as otherwise prohibited by law or agreed to as part of a labor agreement with the City, the City has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

1.3 ORGANIZATION

The Council Personnel Committee will meet as necessary to review the provisions of this policy, to meet with any employee or groups of employees or department heads, to discuss any concern or to receive any suggestions that any employee of the City may have related to administrative, supervisory, budgetary, personnel, operations or policy.

The Employee Advisory Committee (defined in Chapter 2: Definitions) will meet as necessary to review the provisions of this policy, to meet with any employee or groups of employees or department heads, to discuss any concern or to receive any suggestions that any employee of the City may have related to administrative, supervisory, budgetary, personnel, operations or policy.

1.4 SCOPE

These policies apply to all employees of the City. Except where specifically noted, these policies do not apply to:

1. Elected Officials
2. City Attorney
3. Members of City Boards, Commissions and Committees
4. Consultants and Contractors in the provision of services for the City
5. Volunteers
6. Marshall Municipal Utilities Commission and Employees
7. Avera Marshall Regional Medical Center Board and Employees
8. Marshall-Lyon County Library Board and Employees
9. Marshall Public Housing Authority and Employees

If any specific provisions of the Personnel Policies conflict with any current union agreement or civil service rules, the union agreement or civil service rules will prevail. Any policy or portion thereof that does not conflict with a labor agreement will remain in full force and effect and will continue to govern the actions of all covered employees. Union employees are encouraged to consult their collective bargaining agreement for information about their respective employment conditions. Nothing in these policies is intended to modify or supersede any applicable provision of state or federal law.

Departments may have special work rules deemed necessary by the supervisor and approved by the City Administrator for the achievement of objectives of that department. Upon hire, each employee will be given a copy of such work rules by the department and such rules will be further explained and enforcement discussed with the employee by the immediate supervisor.

1.5 SEVERABILITY

Each provision of the Personnel Policy is deemed severable from every other provision. If any provision of the personnel resolution shall be found for any reason to be invalid, such invalidity shall not affect the

remaining provisions thereof, unless the court also finds such remaining provisions, standing alone, incomplete and incapable of being performed in accordance with the City Council's intent.

1.6 EQUAL EMPLOYMENT OPPORTUNITY

The City provides equal opportunity to all employees and applicants for employment in accordance with applicable state and federal laws, directives, and regulations. The City is committed to providing equal opportunity in all areas of employment, including but not limited to recruitment, hiring, demotion, promotion, transfer, selection, lay-off, disciplinary action, termination, compensation, and selection for training.

Discrimination on the basis of race, color, creed, religion, national origin, ancestry, gendersex, sexual orientation, gender identity or gender expression, veteran status (as per Minnesota Statute), pregnancy, disability, age, marital status, familial status, genetic information, status with regard to public assistance, or membership on a local human rights commission, or lawful participation in the Minnesota Medical Cannabis Patient Registry, or any other class protected by state or federal law is prohibited in all personnel policies, programs, and employment practices.

Failure of any City employee to act in a manner consistent with this policy may result in disciplinary action, up to and including termination, against that employee.

1.7 REASONABLE ACCOMMODATION

The City is committed to the fair and equal employment of people with disabilities. Reasonable accommodation is the key to this non-discrimination policy. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. It is the policy of the City to reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship. In accordance with the Minnesota Human Rights Act and the Americans with Disabilities Act ADA, accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants, employees, and employees seeking promotional opportunities. The City also provides reasonable accommodation in connection with the provision of City services, programs, and activities.

1.8 REASONABLE ACCOMMODATIONS FOR HEALTH CONDITIONS RELATING TO PREGNANCY

Reasonable accommodation(s) requested by an employee for health conditions relating to pregnancy or childbirth, with supporting documentation from a licensed health care provider or certified doula, will be granted in accordance with Minnesota law (Section-Statute 181.9414), unless such accommodation would impose an undue hardship on the City.

A pregnant employee may request the following Reasonable accommodation(s) for health conditions relating to pregnancy without providing supporting documentation from a licensed health care provider or certified doula: may include 1) more frequent restroom, food, and water breaks; 2) seating; and 3) limits to heavy lifting over 20 pounds. ,seating, Reasonable accommodation may include but are not limited to: or temporary transfer to a less strenuous or hazardous position, seating, frequent restroom breaks, and limits to heavy lifting. -The City will engage in an interactive process with respect to an employee's request for a reasonable accommodation.

In accordance with State law, an employee is not required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

1.9 REASONABLE BREAK TIME FOR NURSING MOTHERS

A nursing mother will be provided reasonable, unpaid break times to express milk for her infant child during the 12 months following the birth of the child. The break times must, if possible, run concurrently with any break times already provided to the employee. The City will provide in a private room/location (other than a bathroom) that is in close proximity to her work area, shielded from view, free from intrusion, and includes access to an electrical outlet, where the nursing mother can express milk in private. Meal breaks (e.g., 30-minute unpaid lunches) may not be converted to paid time under this policy. This policy will be administered in accordance with Minnesota law (Section-Statute 181.939).

1.810 DATA PRACTICES ADVISORY

Employee records are maintained in a location designated by the City Administrator. Personnel data is maintained in personnel files, payroll files, and benefit/medical files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc. Employees have the right to know what data is retained, where it is kept, and how it is used. All employee data will be received, retained, and disseminated according to the Minnesota Government Data Practices Act.

1.911 EMPLOYEE ACCESS TO PERSONNEL FILES

The City maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Upon written request by an employee, the City will provide the employee with an opportunity to review his/her personnel record in accordance with MN law.

1.4012 NEWS RELEASES

Formal news releases concerning municipal affairs are the responsibility of the City Administrator, Division Director, or his/her designee. All media interviews must be approved by the City Administrator or Division Director before the interview. All contacts with the media should be reported to the City Administrator or Division Director as soon as practicable.

No City employee is authorized to speak on behalf of the City without prior authorization from the City Administrator, Division Director, or his/her designee. All news releases concerning City personnel will be the responsibility of the City Administrator.

1.413 EMPLOYEE SUGGESTIONS

All employees are encouraged to present suggestions in order to improve methods for operation, encourage safety measures to prevent accidents, and secure better working conditions in general. Employees with suggestions are encouraged to transmit them to the appropriate Division Director or supervisor for further consideration and possible implementation.

Chapter 2: DEFINITIONS

For the purposes of the policies in this manual, the following definitions will apply:

Authorized Hours

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Benefits

Privileges granted to qualified employees in the form of paid leave and/or insurance coverage including vacations, holidays, floating holidays, personal leave, military leave, funeral leave, sick leave, retirement plans, insurances including health, dental, life and long-term disability, and any other benefits as approved by the City Council.

Child

An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, step-child, legal ward, or a child of a person acting in the capacity of a parent.

Council Personnel Committee

A committee of three (3) current City Council members appointed by the Mayor.

Demotion

The movement of an employee from one job class to a lower job class within the City, where the maximum salary for the new position is lower than that of the employee's former position.

Employee Advisory Committee

The Employee Advisory Committee serves as an active communications liaison, committed to a proactive approach towards enhancing a supportive work environment, promoting effective communications regarding City affairs, maintaining equitable policies, promoting employee recognition, and addressing other concerns/interests. The Committee represents employees' interests and is comprised of at least one (1) employee from each Division, with a maximum of seven (7) members. Committee members will be appointed by the Division Directors for a term of two (2) years.

FICA (Federal Insurance Contributions Act)

FICA is the federal requirement that a certain percentage amount be automatically withheld from employees' earnings. Specifically, FICA requires an employee contribution for Social Security and Medicare. The City contributes the required match on behalf of each employee. Certain employees are exempt or partially exempt from these withholdings (e.g., police officers).

Fiscal Year

The period from January 1 to December 31.

Immediate Family

Members of the same household not necessarily legally related, children and step-children, spouse, siblings and step-siblings, parents and step-parents, brothers- and sisters-in-law, fathers- and mothers-in-law.

Pay Period

A fourteen (14) day period beginning at 12:01AM on Monday through 12:00PM (midnight) on Sunday. Employees are paid on the Friday following the close of the pay period.

PERA (Public Employees Retirement Association)

A statewide pension program in which all City employees meeting program requirements must participate in accordance with Minnesota law. The City and the employee each contribute to the employee's retirement account.

Probationary Period

A six-month or one-year period, as designated, at the start of employment with the City (or at the beginning of a promotion, reassignment or transfer) that is designated as a period within which to learn the job. Probationary periods may be extended up to a total of one (1) year as per written evaluation by the Supervisor or Division Director. The probationary period is not applicable to temporary/seasonal employment due to the nature and duration of these positions.

Promotion

Movement of an employee from one job class to a higher job class within the City, where the maximum salary for the new position is higher than that of the employee's former position.

Reclassify

Movement of a job from one classification to another classification because of a significant change in the position's duties and responsibilities.

Regular Pay

Pay for actual hours worked.

Retirement

Eligible for retirement and/or disability benefits in accordance with PERA or Social Security.

Transfer

Movement of an employee from one City position to another of equivalent pay.

Years of Service

Employment for the City as a full-time, $\frac{3}{4}$ -time, part-time, or temporary employee served on a continuous basis with any lapse of employment not greater than (3) months, which credit shall be determined as a ratio of total hours worked per year as compared to 2080 hours per year. No more than 2080 hours worked per year will be considered towards employee's years of service. Years of service also include any years of service agreed to in an executed employment contract. An employee begins earning years of service credit on the first day worked for the City. Some forms of leave will create a break in service.

Chapter 3: EMPLOYEE RECRUITMENT AND SELECTION

3.1 HIRING AUTHORITY

The City Administrator will manage the hiring process, employee promotions, and employee reclassifications for positions within the City; except for Division Directors, which will be subject to final City Council approval. All hiring decisions will be made according to merit and fitness related to the position being filled. The City Council does retain rights to review personnel decisions made by the City Administrator.

3.2 FEATURES OF THE RECRUITMENT SYSTEM

The City Administrator will determine if a vacancy will be filled through open recruitment, by promotion, transfer, or some other method. This determination will be made on a case-by-case basis.

Application for employment will generally be made on application forms provided by the City. Supplemental questionnaires may be required in certain situations. Additional materials may be accepted in certain recruitment situations as determined by the City Administrator. The required application materials must be submitted by the posted deadline for an applicant to be considered for the position. A deadline for application may only be extended by the City Administrator.

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the City's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Position vacancies will be open to any City employee who: (1) meets the minimum qualifications for the vacant position; and (2) is currently in good standing with the City. It is the City's intent that any position which requires application will be regarded as an opening. Current qualified employees are encouraged to apply.

3.3 APPLICANT TESTING AND EXAMINATIONS

Applicant qualifications will be evaluated in one or more of the following ways: training and experience rating; written test; oral test or interview; performance or demonstrative test; physical agility test; or other appropriate job-related exam.

The City Administrator will establish minimum qualifications for each position with input from the appropriate supervisor. To be eligible to participate in the selection process a candidate must meet the minimum qualifications. Any, all, or none of the candidates may be interviewed.

3.4 PRE-EMPLOYMENT MEDICAL EXAMINATIONS

The City Administrator may determine that a pre-employment medical examination, which may include a psychological evaluation, is necessary to determine fitness to perform the essential functions of any City position. Where a medical examination is required, an offer of employment is contingent upon successful completion of the medical exam.

All full-time and $\frac{3}{4}$ -time positions will require the employment candidate to successfully pass a medical examination prior to hire to determine that the physical qualifications of the position can be met. Information obtained from the medical exam will be treated as confidential medical records. Medical examinations for part-time and temporary positions will be required at the discretion of the City Administrator.

When required, the medical and/or psychological exam will be conducted by a licensed physician/psychologist designated by the City with the cost of the exam paid by the City. The physician will notify the City Administrator or designee that a candidate either is or isn't medically able to perform the essential functions of the job with or without accommodations and whether the candidate passed a drug and alcohol test, if applicable. If the candidate requires accommodation to perform one or more of

the essential functions of the job, the City Administrator or designee will confer with the physician and candidate regarding reasonable and acceptable accommodations.

Where a candidate is rejected for employment based on the results of the medical exam, he/she will be notified of this determination.

3.5 PRE-EMPLOYMENT DRUG ~~AND ALCOHOL~~ TESTING

The City has established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment (reference Chapter 10: Drug-Free Workplace). All full-time, ¾-time, and part-time and paid, on-call job applicants who receive a contingent job offer from the City will be required to submit to and pass ~~an alcohol and~~ drug screen urinalysis with a negative test result, prior to commencing employment. Pre-employment testing for temporary/seasonal employees who receive a contingent offer from the City will be required at the discretion of the City Administrator.

Applicants for employment who have received a contingent job offer may refuse a requested drug ~~or alcohol~~ test, at which time the contingent job offer will be withdrawn and the applicant will be ineligible for hire.

~~An applicant who provides an inadequate sample for alcohol or drug testing or whose sample is determined to be adulterated will be deemed to have a positive, diluted positive, or diluted inconclusive test result and will be subject to recession of a contingent offer under this Policy. If the same sample is diluted negative, the applicant may, at their own expense, submit a second sample within 24 hours of notification. If the second sample is negative, no further action is required under this policy. Any other issues remaining will be managed within the scope of other policies.~~

If a candidate is rejected for employment based on the results of the drug screen urinalysis, he/she will be notified of this determination. Job applicants who are denied employment because of a positive test may not re-apply for employment for at least six (6) months.

[Reference the Drug-Free Workplace policy in this manual for further pre- and post-employment guidance and requirements.](#)

3.6 BACKGROUND AND CREDIT CHECKS

All finalists for employment with the City will be subject to educational and criminal history background checks to confirm information submitted as part of application materials and to assist in determining the candidate's suitability for the position. Selected positions will be subject to a credit check at the discretion of the City Administrator. Except where already defined by state law, the City Administrator will determine the level of background and credit check to be conducted based on the position being filled.

3.7 SELECTION PROCESS

The selection process will be a cooperative effort between the City Administrator or designee and the hiring supervisor. The City Administrator has final authority on hiring; with the exception of hiring Division Directors, where the City Council retains final hiring authority. The process for hiring temporary employees may be delegated to the appropriate supervisor, with each hire subject to final City Administrator approval. The City has the right to make the final hiring decision based on qualifications, abilities, experience, and City needs.

3.8 HIRING OF RELATIVES

It is the policy of the City to discourage two members of the same immediate family being hired into positions in the same or closely related departments to any full-time, ¾ time, or part-time positions. Immediate family members of current employees may be hired only if they are the most qualified and there will be no supervisory reporting relationships between them as a result of the hiring. Additionally, immediate family members of the City Administrator or City Council members may only be hired upon approval of the City Council. Applicants are required to disclose the immediate family relationship.

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	MN DEED BDPI Notice and Request for Commerce Ind Park and MNNG Development
Background Information:	<p>The City of Marshall received a Greater MN Business Development Public Infrastructure (BDPI) a grant award in 2017 for assistance in constructing and completing the construction of our business development park-Commerce Industrial Park. Since early 2020, the City of Marshall has been in communication with Minnesota National Guard officials regarding future needs of a National Guard Readiness Center. After careful review and consideration by the city and the MN National Guard, interest in a 15-acre site contained in our Commerce Industrial Park is of priority by the MN National Guard for the future development.</p> <p>Enclosed with this agenda item is a letter which would serve as official notice per Minnesota Statutes 116J.431 Subd. 2. (b) and request for approval so that the City can pursue this development further with the MN National Guard. We have included for additional information a map of the proposed area and the number of acres that would fall below the threshold of 15 percent of the total development.</p>
Fiscal Impact:	Undetermined
Alternative/ Variations:	Do not move forward with this site or development
Recommendations:	Approve Notice and Request for Approval to MN DEED for Use by MNNG

193.144 SITE.

Subdivision 1. **Authority to provide site.** Any county or municipality as defined in section 471.345, subdivision 1, desiring to construct a new armory may provide a site therefor as hereinafter provided.

Subd. 2. **Acquisition of site; conveyance to corporation.** If such county or municipality as defined in section 471.345, subdivision 1, shall desire to have a new armory constructed, such county or municipality may secure by purchase, gift, or condemnation, and may convey to such corporation, a site for such new armory approved as suitable therefor by the adjutant general. In case such site or any part thereof or interest therein is owned or controlled by the board of park commissioners of such county or municipality or by any other governmental agency therein except the state or county or municipality, such board or other agency may convey the same by way of gift or sale to such corporation without charge.

Subd. 3. **Outstanding ownership or interest.** In case any person or corporation except such county, municipality or board of park commissioners or other governmental agency hereinbefore referred to shall own any lands required for such site, whether provided under subdivision 2 or under this section, or any interest in any such lands which would interfere with the use thereof by the state for armory or military purposes, such county or municipality or such board of park commissioners or other governmental agency may acquire such lands or interest by purchase, gift, or condemnation and may convey the same by way of gift or sale to such corporation; provided, that notwithstanding any such outstanding ownership or interest, such corporation may, in its discretion, with the approval of the adjutant general, accept a conveyance of such lands and interests in lands for such site as may be owned or controlled by such county, municipality, board of park commissioners, or other governmental agency, and may acquire by purchase, gift, or condemnation any further lands or interests in lands that may be required for such site.

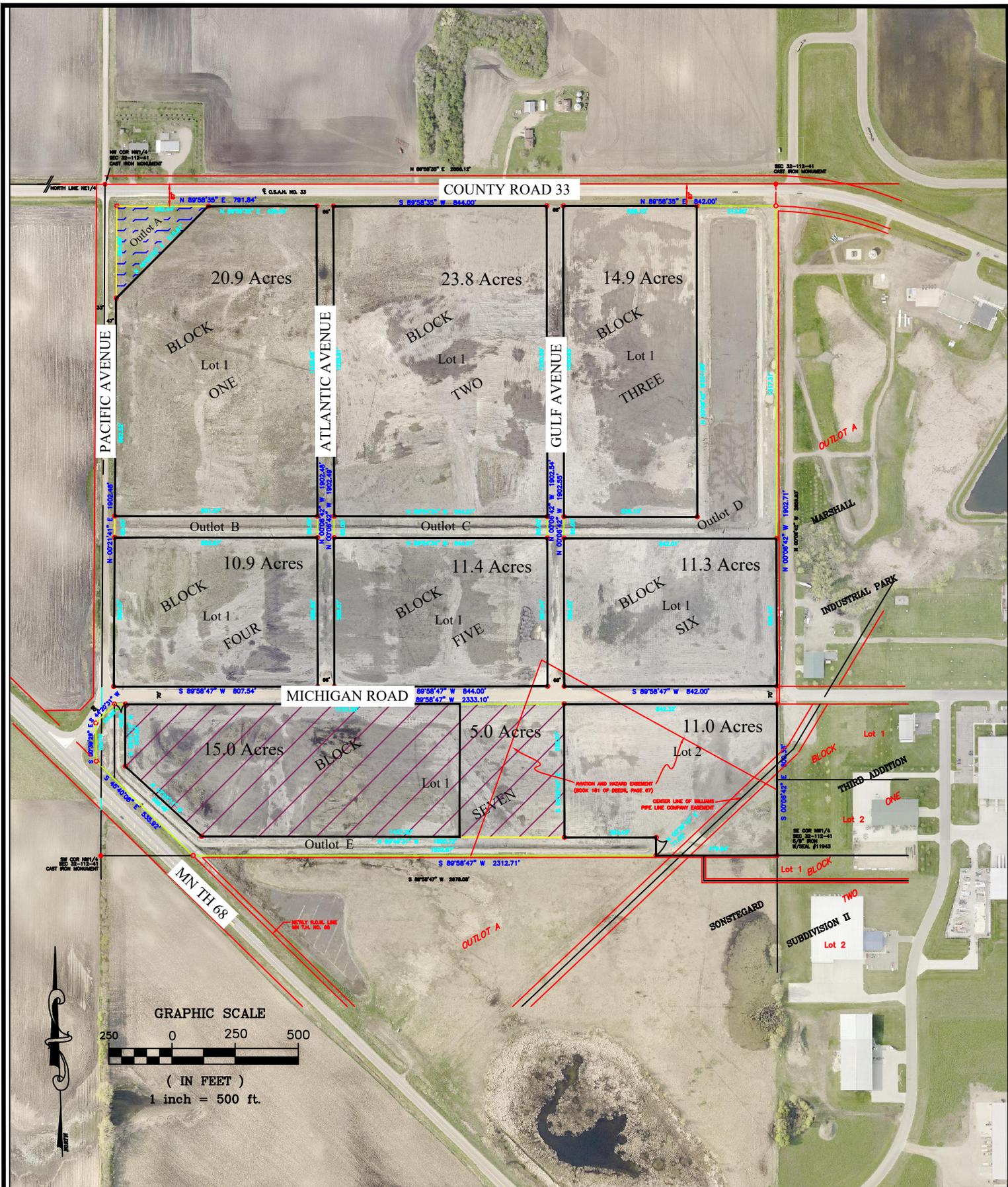
Subd. 4. **Eminent domain.** The governing body of such county or municipality and such board of park commissioners and any other governmental agency concerned shall have power to exercise the power of eminent domain in the manner provided by chapter 117, for the purpose of acquiring any lands or interests in lands authorized to be acquired as aforesaid.

Subd. 5. **Lease of lands by state to corporation.** In the event that the state of Minnesota shall own any lands or interest in lands included in the site of such existing armory and required for site of such new armory, such lands or interest therein shall be leased by the state to such corporation for a period of not exceeding 40 years without any consideration other than the use of such property by the state for armory or military purposes as herein provided and the provision hereof for the conveyance to the state of the new armory building and the site thereof. The adjutant general shall have power to execute such lease to such corporation in the name of the state; provided, that such corporation shall have no power to mortgage or encumber any lands or interest so leased to it by the state except to the extent of such leasehold interest and subject to the conditions and limitations herein prescribed.

Subd. 6. **Disposal of unused site.** In case any land acquired for armory site purposes hereunder has been donated to such corporation or to the state of Minnesota by such county or municipality or by other governmental agency except the state, and in case such land or any part thereof shall thereafter not be used for armory purposes for a continuous period of more than ten years, not including the period of any war or other emergency in which the armed forces of the state may be engaged, the county or municipality may provide written notice to the adjutant general and, if the property is not used for armory purposes within one year from the notice, the adjutant general shall reconvey the property to the donor county or municipality.

The adjutant general may reconvey the property in less than ten years, if the adjutant general determines that the corporation or the state has no further interest in the property.

History: *1947 c 133 s 4; 1955 c 18 s 4; 1969 c 40 s 2-6; 1971 c 298 s 1; 1997 c 24 s 19-21; 1Sp2001 c 10 art 2 s 65; 2006 c 214 s 20*



ENGINEERING DEPT.
344 WEST MAIN STREET
MARSHALL, MINNESOTA

FIGURE 1

April 2, 2020

PROPOSED NATIONAL GUARD PROPERTY
LOT 1 BLOCK 7 COMMERCE INDUSTRIAL
PARK SECOND ADDITION

Item 20.



OFFICE OF ADMINISTRATOR
CITY OF MARSHALL
344 WEST MAIN STREET
MARSHALL, MN 56258-1313
PHONE: 507-537-6761
FAX: 507-537-6830

October 12, 2021

Commissioner Steve Grove
Minnesota Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
Saint Paul, MN 55101

Dear Commissioner Grove:

The City of Marshall wishes to provide notice and request approval as per recent amendments to Minnesota Statutes 116J.431 Subd. 2. (b) and as stipulated below:

Eligible projects.

(a) An economic development project for which a county or city may be eligible to receive a grant under this section includes:

(1) manufacturing;

(2) technology;

(3) warehousing and distribution;

(4) research and development;

(5) agricultural processing, defined as transforming, packaging, sorting, or grading livestock or livestock products into goods that are used for intermediate or final consumption, including goods for nonfood use; or

(6) industrial park development that would be used by any other business listed in this subdivision even if no business has committed to locate in the industrial park at the time the grant application is made.

(b) Up to 15 percent of the development of a project may be for a purpose that is not included under this subdivision as an eligible project. A city or county must provide notice to the commissioner for the commissioner's approval of the proposed project.

EFFECTIVE DATE.

This section is effective the day following final enactment and applies to projects that have been funded previously under Minnesota Statutes, section 116J.431.

The City of Marshall received a Greater MN Business Development Public Infrastructure (BDPI) a grant award in 2017 for assistance in constructing and completing the construction of our business development park-Commerce Industrial Park. Since early 2020, the City of Marshall has been in communication with Minnesota National Guard officials regarding future needs of a National Guard Readiness Center. After careful review and consideration by the city and the MN National Guard, interest in a 15-acre site contained in our Commerce Industrial Park is of priority by the MN National Guard for the future development.

Please let this letter serve as official notice per Minnesota Statutes 116J.431 Subd. 2. (b) and we ask your approval so that the City can pursue this development further with the MN National Guard. We have included for additional information a map of the proposed area and the number of acres that would fall below the threshold of 15 percent of the total development.

Thank you for your consideration of this notice and request. If you have any questions, I can be reached at sharon.hanson@ci.marshall.mn.us or via my direct line at 507-537-6761.

Sincerely,

Sharon Hanson
City Administrator
City of Marshall

cc:

Lt. Col Troy Fink, MN National Guard

Staci Stoerzinger, Agreements Manager, MN National Guard

Jeremy LaCroix, State Program Administrative Coordinator, MN DEED

Meeting Date:	Click or tap to enter a date.
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Cable Commission, Community Services Advisory Board, Economic Development Authority</p> <p>Edblom – Planning Commission, Public Housing Commission</p> <p>DeCramer – Economic Development Authority, Marshall Municipal Utilities Commission, Diversity, Equity, and Inclusion Commission</p> <p>Labat – Adult Community Center Commission, Convention & Visitors Bureau, Library Board, Marshall Area Transit Committee</p> <p>Lozinski – Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

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

FROM: Sharon Hanson, City Administrator

DATE: October 12, 2021

SUBJECT: Administrative Brief

CITY ATTORNEY

- Criminal prosecution numbers for September are as follows:

September:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2021	2020 Comparison
Prosecution		1	6	1	3	1	1	13	25
Dismissed									
Non-Prosecution	2						1	3	6
Refer to County									

ADMINISTRATON

- September 15-17th I attended the annual MN City County Managers Association (MCMA) conference. This was our first annual meeting since May of 2019 due to COVID. I provided a report on this conference via separate correspondence.
- The City has now received preliminary results of our comparable worth study—these initial results only include the job description point ratings-not the salaries, which will come later. Sheila and I will be reviewing the results and discussing additional discussion with the consultants.
- Attended via Zoom the Coalition of Greater MN Cities Board meeting.
- Staff are discussing the 2022 Budget and Levy and we hope to schedule another work session in November to discuss final numbers in anticipation of the December Truth in Taxation and approval. On October 1st the City received its health insurance renewal rates and have since requested additional quotes from other providers. The Oct 12th work session will cover this information.
- We have continued discussions with YMCA over shared interests. We have a scheduled mtg with Senior citizens to discuss possibly having YMCA programs, but also the ability for YMCA to check-in seniors at their site in order to enhance their revenue. We think there could be

some merit with this thought, and possibly a way for the YMCA to share some revenue back for the senior programming. Recreation directors for both YMCA and city will also be discussing possible programs.

- Baker Tilley Terri Heaton, Annette Storm and I met with Southwest West Central Service Cooperative on their alternative learning center (school for high risk kids). Additional discussions will occur.
- Staff met to discuss further aquatic center concepts. The soils at the current site would work, however the challenge is space. The river proximity may be at issue for some of the design and storm water is more difficult on this site. But staff will continue to explore options and hopefully soon the Committee will be meeting to provide additional guidance.
- City Hall Committee met and discussed remaining items. Our goal is to finalize construction, final payments prior to the end of the year.

Human Resources

- Staffing update: applications are being accepted for a full-time Office Assistant/Receptionist to backfill a position for a retiring employee. A Maintenance Worker position for the Street department will be posted shortly, also to backfill a position for a retiring employee. Applications continue to be accepted for a variety of temporary and seasonal employees.
- Safety: Employees were trained in Emergency Preparedness/Fire Response this month—this is a mandatory training required annually by OSHA.
- 2021 Class/Comp Study: Gallagher has completed the wage survey of comparable cities. The survey data has been reviewed and compiled by Gallagher. They are completing classification ratings using the Decision Band Method for all positions. Gallagher is also now working on a structure analysis and starting the final report framework. The project is estimated to be completed in November.
- Staff have been working with our Broker, Bill Chukuske, of National Insurance Services, on the health and dental insurance renewals for 2022.

Clerk

- Welcomed the new Diversity, Equity, and Inclusion Assistant, Addy Wolbaum. Addy will be sharing time between the City of Marshall and Southwest MN Adult Basic Education. Currently we are gathering resources, guides, and training material to be posted and linked on the City website.
- License renewals have been sent out to current license holders. These licenses include, On-Sale Intoxicating Liquor, Sunday On-Sale Intoxicating Liquor, On and Off Sale 3.2% Intoxicating Liquor, Wine, Brewer Tap Room, Special Vehicle Permits, Taxicabs, Tobacco, and Mobile Food Units. Applications for over 100 licenses will be received, received, and processed before the end of the year.
- Staff continue to work with Enterprise Fleet Management to spec. vehicles. A complete list will be evaluated by staff and then brought before the Equipment Review Committee for review before an order is made. Three Police Interceptors have already been ordered through Enterprise due to order constraints.

Finance

- 2022 Budget: Staff continue to update the 2022 preliminary budget. Health insurance rates were received this past week and a budget work session to present to the council on 10/12/2021.
- Policy Work: Staff are currently working on a new policy – Federal Grant. Internal work has begun, and next step will be brought to the ways and means committee
- Purchasing Cards: Finance staff continue steps to roll out a purchasing card program for City staff.

Assessing

- Staff is wrapping up our quintile inspections and moving into reviewing building permits issued throughout the year,
- Our sales period for the 2022 assessment has recently ended (10-1-2020 – 9-30-2021). We are still receiving and reviewing sales from that period. Very preliminary data as of 10/4/2021 show 192 qualifying residential sales (up 13.61% from 2021's 169 sales). The average sale price is \$195,559 (up 12.16% from 2021's \$174,360 avg sale price). We are also anticipating a Time Adjustment from the Department of Revenue this year. A Time Adjustment means data shows that property sold in the fall of 2020 would sell for a higher dollar amount in the fall of 2021 within the same sales period. Therefore, sale prices will likely be adjusted for our analysis. Much more riveting information regarding this to come early in 2022!
- We are also implementing new cost tables within our CAMA system, prior to now we have been utilizing cost data from 2012. Staff will be continuing work on this process into the new year.

Liquor Store

- September Financials: Sales \$520,203 (-2%), Ticket Average \$31.58 (Flat), Customer Count 16,475 (-1.27%). Sales and the other financials were similar to 2020. Comparing with 2019, things were up significantly.
- eShop was launched earlier this month along with a website refresh of current pictures and web page lay out. Check it out at www.tallgrassliquor.com . ID'ing procedures for online ordering/curbside pickup are emphasized before you enter the ordering section.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- Almost 300 open permits.
- The third Unique apartment building and Border State Electric building are the largest projects under construction.
- City buildings ADA-compliance review is complete.
- New permit software development is going well.
- Sign Ordinance is under review.

PUBLIC WORKS DIVISION

Engineering

- Project Z51-2021: 2021 City Overlay – Duinick has completed work on this project. Currently waiting for seed establishment for completion.
- Project Z77: Legion Field Stormwater Improvements—Phase I – Work on this project is complete. Staff is expecting to bring Final Estimate for Council review on 10/26.
- Project Z80: Independence Park/Nwakama Street Sanitary and Storm Improvements – D&G has completed the work on this project. Currently waiting on seed establishment for completion.
- Project Z82: N. 1st/Redwood/Marshall – D&G has completed work on this project. Staff is expecting to bring Final Estimate for Council review once contractor has returned all documentation.
- Project Z83: James/Camden – Minor punchlist items and seed establishment remains before completion.
- Project Z84: Legion Field Park Stabilization Project – A&C has completed work on this project. Staff is expecting to bring Final Estimate for Council review on 10/26.
- Project Z87: Diversion Channel Slope Repairs and Sheet Pile Removal – R&G is planning on starting this work during the week of 10/11.
- Project Z88: 2021 State Aid Overlay – Duinick has completed most of the work on this project. Repairs to Country Club Drive and final seed establishment remain before completion.
- Project PK-001: Independence Park Trail Replacement Project – A&C is currently working on excavation and gravel base in the east portion of the park nearby the baseball fields and basketball court. Concrete will continue to be placed as the area is prepared. Remaining trail will be replaced in Spring/Summer 2022.

Building Maintenance

-

Street Department

-

Airport/Public Ways Maintenance

-

Wastewater

- Cleaning sewers.
- Plant repairs.
- Lift Station Repairs
- Magney construction substantially complete. Working on close out documents.
- Mixed and sampled biosolids tanks preparing for fall biosolids application.
- Doing a lot of preventative maintenance on equipment.
- Revising and correcting sanitary sewer mapping system.
- Televising sewers.

**PUBLIC SAFETY DIVISION
FIRE DEPARTMENT**

- The Fire Department responded to eighteen (18) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (7)
 - Fire; Structure (7)
 - Medical Assist (0)
 - Vehicle Accident (4)
 - Other (0)

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 793 calls for the month of September. One hundred and eleven (111) criminal offenses were reported with a total number of twenty-five (25) adults arrested.

OFFICER'S REPORT

- Alarms (21)
- Accidents (32)
- Alcohol involved incidents (4)
- Assaults (6)
- Domestic Assaults (11)
- Burglaries (4)
- Criminal Sexual Conduct (8)
- Damage to Property (15)
- Keys Locked in Vehicles (32)
- Loud Party (10)/ Public Disturbances (15)
- Thefts (10)
- Traffic Related Complaints (128)
- Vandalism (1)
- Warrant Pickups (17)
- Welfare Checks (28)

The Co-Responder Program that includes participation from the Lyon County Sheriff's Office and Western Mental Health started in September. A weekly meeting with available officers to discuss effectiveness of Co-Responder Program and discuss in detail resources provided by Co-Responder Agent was successful.

The installation of cameras through-out the city have assisted the police department in identifying and charging those who have damaged city property. The police department recently received a resignation letter from one of our police officers. The Police Advisory Board will be included in the hiring process.

DETECTIVE REPORT

- A 45-year-old Marshall man was arrested for Solicitation of Children to Engage in Sexual Contact and Interference with Privacy following an investigation. Multiple search warrants have been executed for electronic devices and records in the case.
- A burglary of a Parks Department building was investigated, and the case was forwarded to the Lyon County Attorney's Office for consideration of charges against a 30 year old Marshall man.
- Two cases of damage to City of Marshall property were investigated and the cases were forwarded to the Lyon County Attorney's Office and Marshall City Attorney's Office for charges.
- A 19-year-old Marshall man was arrested for Auto Theft by the St. Cloud Police Dept at the completion of an auto theft investigation. The stolen vehicle from Marshall was recovered in St. Cloud.
- A case of the electronic solicitation of a child is under investigation.
- Eight reports of criminal sexual conduct were investigated in the month of September. Some of the cases have been referred to the Lyon County Attorney's Office while the other cases remain under investigation.
- A case of financial transaction card fraud where a stolen debit card from another town was used at two Marshall businesses is under investigation.
- A case of check forgery where checks were stolen from a storage unit and forged and passed at a Marshall business is under investigation.
- Three cases of theft by swindle (Scams) were investigated during the month.
- Eighteen child protection reports and ten reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.

MERIT CENTER

- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing. There were 17 exams completed on the track in September.
- In September, MN West conducted two motorcycle safety courses, an Infection Control Update training and an EVOC course.
- MN West held three First Aid/CPR classes for Schwan's plant employees on Sept 9, 10 & 13. 64 employees attended this training.
- Southwest Healthcare Preparedness Coalition held ALICE training utilizing the entire facility on Sept 15-16 for 42 individuals representing emergency management, healthcare, law enforcement and human services.
- On Sept 23rd, MN Propane Association held their fall regional meeting with 36 people attending.
- Conversation with Cops was held at MERIT on Sept 28th with 21 attending. Jim Marshall & Jasmine discussed topics in Marshall and talked about the MERIT Center and provided a tour.
- Lyon County Sheriff's department conducted taser training for 17 officers on Sept 29.
- On Sept 30, Medi-sota held an Advanced Life Support in Obstetrics (ALSO) course for 33 healthcare professionals.
- The MERIT Center was utilized 25 out of 30 days in September with 536 participants attending these events/trainings.

MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending September 2021 (YTD TOTALS)

OFFENSE/ARREST DATA

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	71	1	70	28	1
February	77	0	77	24	0
March	81	0	81	25	0
April	99	0	99	32	1
May	104	0	104	34	0
June	86	0	86	27	0
July	98	0	98	45	0
August	82	1	81	23	0
September	111	0	111	25	0
October					
November					
December					

YTD 2021	809	2	807	263	2
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Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	555	305
February	521	281
March	715	318
April	658	314
May	758	377
June	723	346
July	667	353
August	780	382
September	793	372
October		
November		
December		
YTD 2021	6170	3048

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	5	4	1	9	10	4	1	8	4				46
Property Damage	23	21	17	21	7	23	20	26	21				179

Personal Injury	1	1	3	3	2	2	1	4	7				24
Fatalities	0	0	0	0	0	0	0	0	0				0
TOTAL 2021	29	26	21	33	19	29	22	38	32	0	0	0	249

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	29	41	56	37	42	42	54	42	41				384
Parking Tickets	30	23	16	0	0	10	10	6	5				100

Activities (Calls For Service)	*High Hours Expended												YTD
	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	
Alarms	11	12	8	11	12	11	6	12	21				104
Alcohol	2	1	4	1	2	4	5	3	4				26
Animal Bite	2	1	3	3	1	1	4	5	3				23
Animal Complaint	28	25	48	37	68	51	37	52	52				398
Assault	5	4	2	3	6	8	4	2	6				40
Assists	37	32	35	32	43	41	49	50	40				359
Auto Theft	0	2	1	1	0	0	2	1	1				8
Bike Found	2	3	1	2	5	14	7	10	7				51
Bike Theft	0	0	1	2	3	1	4	1	4				16
Burglary	1	3	5	3	1	2	4	2	4				25
Bus Violation	3	3	8	4	4	0	3	0	3				28
Check Forgery	1	0	1	0	0	1	0	0	1				4
Check Fraud	2	2	1	2	0	2	3	0	2				14
Civil Matters	15	9	8	10	10	14	7	17	18				108
Criminal Sex	3	4	5	5	3	2	3	3	8				36
Damage to Prp	2	5	12	5	16	10	10	8	15				83
Death Investigation	1	1	3	2	1	2	2	2	0				14
Domestics	13	13	14	14	15	14	14	9	11				117
Drug Court Check	0	2	1	0	0	0	0	0	0				3
Drugs/Narcotics	5	4	1	2	3	1	3	4	4				27
Ambulance	0	0	0	1	0	0	0	0	0				1
Family Matters	5	7	8	5	8	5	8	8	13				67
Fire Alarm	0	0	0	0	0	0	1	1	0				2
Gas Meal Assist	0	1	2	2	1	3	1	1	2				13
Gun Permits	24	13	16	20	8	8	11	17	20				137
Harassment	5	4	8	3	11	8	10	7	8				64
Intoxicated/Detox	1	1	0	3	0	2	1	6	3				17
Keys Locked In vehicles	33	26	37	34	30	20	30	31	32				273

Mental Health	2	4	13	7	7	3	7	9	9				61
Fraud	5	6	9	15	6	4	6	1	6				58
Parking Complaints	39	34	23	6	7	8	30	25	19				191
Party Loud Party	4	4	4	9	8	0	1	12	10				52
Pred - Sex Offender	1	1	0	0	0	0	3	0	2				7
Property Found	11	8	9	10	19	12	12	21	17				119
Public Disturbance	6	10	13	17	20	18	6	13	15				118
Pursuit	0	1	0	0	1	0	0	1	0				3
Residence Check	0	0	0	0	0	0	0	0	0				0
Runaway	8	5	6	6	6	6	2	4	3				46
Escort Funeral,other	9	7	12	8	14	12	9	9	7				87
Search Warrant	0	1	0	0	0	0	0	0	1				2
Suspicious Anything	33	22	48	46	69	48	51	59	57				433
Suspicious Vehicle	5	5	5	7	12	11	14	7	6				72
Tobacco Violation	0	0	1	0	0	0	0	0	0				1
Theft	14	19	20	15	22	14	19	19	10				152
Trains	0	1	0	0	1	2	0	0	0				4
Transport (Marshall PD etc)	0	0	0	3	0	1	0	0	0				4
Transport-Juveniles	0	0	0	0	0	0	0	0	0				0
Trespassing	5	8	8	7	8	4	10	13	8				71
Traffic Related Complaints	50	51	137	106	129	149	99	118	128				967
Unsecured Building	1	1	4	1	2	1	2	2	2				16
Vandalism	0	1	1	6	2	2	2	2	1				17
Violation of OFF	5	7	3	4	9	4	4	1	5				42
Warrant Pickups	11	7	11	16	14	16	20	22	17				134
Welfare Checks	24	22	22	25	28	32	22	33	28				236
Welfare Fraud	0	0	0	0	0	0	0	0	0				0
Weather Activity	0	0	0	0	0	0	0	0	0				0
Dead Body	0	0	0	0	0	0	0	0	0				0
ERU Activated	0	0	0	0	0	0	0	0	0				0
Weapons Involved	2	0	4	1	1	0	1	0	2				11
YTD 2021	436	403	586	522	636	572	549	623	635	0	0	0	4962

OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	16	12	10	14	6	10	4
February	14	14	17	14	6	6	6
March	21	13	5	14	14	4	6
April	12	15	18	17	19	11	7

May	12	16	16	16	15	13	16
June	10	21	10	12	11	7	15
July	15	9	15	16	13	11	19
August	13	16	9	4	15	10	15
September	10	12	20	13	17	23	16
October							
November							
December							

YTD 2021	123	128	120	120	116	95	104
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	27	26	38	34	24	26	23	25	42				265
Gross Misdemeanors	28	18	25	26	20	16	16	20	20				189
Misdemeanors	11	21	15	16	25	19	27	13	24				171



BUILDING PERMIT LIST
October 12, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
TUTT CONSTRUCTION, INC.	1004 COLOMBINE DR	INTERIOR REMODEL	6,500.00
BISBEE PLUMBING & HEATING	411 WHITNEY ST S	HVAC	4,200.00
HARTS HEATING & REFRIGERATION	1202 WESTWOOD DR	HVAC	6,600.00
INDEPENDENT LUMBER OF MARSHALL, INC	200 JEWETT ST	EXTERIOR REMODEL	8,000.00
HARTS HEATING & REFRIGERATION	600 ERIE RD W	HVAC	9,900.00
JAMES LOZINSKI CONSTRUCTION INC.	401 LYND ST	DOORS	5,500.00
SCHLENNER CONSTRUCTION CO	810 DESCHEPPER ST	RE-ROOFING	18,000.00
ARENDS RENTALS LLC	1230 BIRCH ST	DOORS	600.00
GESKE HOME IMPROVEMENT CO.	1003 POPLAR AVE	Windows	1,800.00
PARKER, JON	807 HACKBERRY DR	INTERIOR REMODEL	3,700.00
SMITH, PAUL	100 HIGH ST S	DECK	500.00
FOUR SEASONS ROOFING	307 MARSHALL ST W	RE-ROOFING	5,900.00
GESKE HOME IMPROVEMENT CO.	117 PARK AVE	Windows	1,200.00
REINHART, RYAN J	610 DONITA AVE	Windows	1,200.00
MAAC	703 1ST ST S	DEMOLITION	24,000.00
GESKE HOME IMPROVEMENT CO.	205 DESCHEPPER ST	WINDOWS / DOORS	9,600.00
CARON, KELLY	306 LEGION FIELD RD	Windows	2,400.00



PLUMBING PERMIT LIST
October 12, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
TRIO PLUMBING & HEATING	1205 PATRICIA CT	INTERIOR REMODEL	3,900.00



MARSHALL

SIGN PERMIT LIST
October 12, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
HARVEY SIGN SERVICE	1406 LYON ST E	N/A	11,000.00

Visit Marshall Board Meeting

DATE: Wednesday September 22nd 2021, | LOCATION: Red Baron Arena & Expo – Vast Club Room | TIME: 9:00 a.m.

Members Present: Luke Tietz, Kelly Loft, Russ Labat, Ty Brouwer, Joe Rein, Steve Klinkhammer

Members Absent: Keith Petermeier, Carol Purrington, Sarah Marczak, Representative from Everspring

Staff Present: Cassi Wiess, Adri DeBoer

Call to order September 22nd at 9:05 am

Approvals

- Additions to Agenda
- Conflict of Interest
- August Meeting minutes

Steve motioned to approve minutes, Luke 2nd.

Financials

- Review and acceptance of August Financials
 - \$263k balance
 - \$14k from June lodging tax
 - RBA contract – getting back paid
 - Will contact Karla ensure 7k all at once rather than multiple transactions
 - Refund from beverage wholesales – That is getting paid out to Marshall A's as we applied for liquor license on behalf of them.
 - Active Campaign – new program that includes marketing for newsletters which is all integrated into our website.
 - Community Support – ALL in-kind-marketing has been going under that category so that we can see how much we have spent.
 - Digital Billboard – paid quarterly
 - Midwest Hunting and fishing – Will get money back, which is why Explore MN is on the ad.

Joe & Russ were wondering about Digital Advertising budget on the line – Cassi stated that the Digital billboard should be moved.

Ty motioned to approve, Luke 2nd.

Action Items

- Red Baron Website
 - Right now is under the MARSH website and that branding is going away. Which lead to moving RBA to a whole new website. Utilizing Sarah from Redwood Valley Tech – which is convenient due to her doing our other website.
 - This would be coming off of our Red Baron Advertising dollars and digital marketing (Budgeted \$11k but have spent 7k)
 - Website goals are to have a calendar to schedule and to market the facility

Luke asked if the City should be paying for this? As this is a facility owned facility. Rather than taking that out of our marketing dollars.

Ty stated it's like a extension of the City – Russ agreed. But the \$89 maintenance plan would be on us.

We will table this discussion until we speak with the City.

- Red Baron Signage
 - The outdoor signage we are not pleased with the mock-ups at the time. So, we are going to wait on the outside sign.
 - Window logos would be \$195 for just the top window. These will be able to see out but not see in.

- The bottom would be Red Baron Arena & Expo log

Russ, Kelly, Joe, and Ty suggested rather than the bottom having the RBA logo – to just do “bullet pointes” and contact info (Listing meeting space, banquets, weddings, etc.)

Kelly stated that Director has authority to move forward on windows without board approval.

- Community Support

- Marshall Hoops Club – Cassi suggests Pilar 2

Now days they have turned the tournaments into more of a 1-day tournament.

Kelly motioned to approve Pilar 2 \$500 (cash donation), Luke 2nd.

- MGBA – Cassi suggested Pilar 2

Kelly motioned to approve Pilar 2 \$500 (cash donation), Ty 2nd.

Director Update

- High School Intern thru CIS program
 - About 90 hours of time
 - Event planning, marketing, ads, etc.
- Red Baron:
 - Moving office spaces as of October 1st , 2021 – Moving Sept. 29th
 - Finished with dasher sales, sold a few more then last year.
- 2022 Budget
- City of Marshall 150th
- Concert in 2022
- Board Terms Ending...
 - Carol 2nd term
 - Joe 1st term
 - Sarah 1st term

Board Update

Next Meeting Date

- Wednesday October 27th 2021 at the Red Baron Arena & Expo

Kelly motioned to adjourn, Ty 2nd. At 10:02AM

Adjourn

**MINUTES OF THE
MARSHALL PLANNING COMMISSION MEETING
SEPTEMBER 22, 2021**

MEMBERS PRESENT: Lee, Fox, and Muchlinski

MEMBERS ABSENT: Schroeder and Knieff

OTHERS PRESENT: Ilya Gutman, Jason Anderson, Dennis Simpson, and Don Edblom

1. The meeting was called to order by Chairperson Lee. She asked for the approval of the minutes of the September 8, 2021, regular meeting of the Marshall Planning Commission. Muchlinski MADE A MOTION, SECOND BY Fox, to approve the minutes as written. ALL VOTED IN FAVOR OF THE MOTION.

2. Anderson explained this property is listed for sale by owner Sandra Mosch. To help facilitate a property sale, the owner wishes to move an existing lot line to better reflect intended parcel locations. City Ordinance Sec. 66-31 Plat required states, “Whenever any subdivision of land is proposed, before any contract is made for the transfer of any part of such land, and before any permit for the erection of any structure in such proposed subdivision shall be granted, the subdivider, owner or an authorized agent shall apply for and secure approval of such proposed subdivision plat in accordance with the procedures set forth in this chapter.” As defined by Sec. 66-1 Definitions, *subdivision* means the division of any parcel of land thereto shown as a unit or as contiguous units of record to which this chapter is applicable for the purpose of transfer of ownership or building development, whether future or immediate, or any division of land involving a new street or road regardless of parcel size or the number of parcels. Because the land requested to be subdivided is not currently platted, City staff has requested that the property owner plat the property. Staff recommends a motion to recommend approval of the preliminary plat of Mosch Addition to the City Council, subject to utility companies review and recommendations. This is the land that was Doug’s Auto Salvage. It has been for sale for a while and the city is interested in lot 1 and school is interested in lot 2. The lot lines need to be defined which involved the platting. The easements have been added around the boundary for utility use as needed. Muchlinski asked what the current zoning is and proposed future use. Anderson explained it is currently zoned I-2 General Industrial. The city will probably be using it for cold storage, which is a good location and all around a good fit. The school is going to use it for vocational educational; the other part will be maintenance. This will require a Conditional Use Permit. Fox asked why the City Attorney is here. Simpson said he came to make sure the sale moves forward. Muchlinski MADE A MOTION, SECOND BY Fox to recommend to City Council as requested subject to review and recommendations of local utility companies. ALL VOTED IN FAVOR OF THE MOTION.

3. Lee asked for updates on the comprehensive plan. Gutman informed that SRF came last week and spent the day here to get a feel of what is going on. They met with staff, departments and then had a meeting with the task force, trying to get a feel of where the city should go. At the end, the mayor gave them a tour. We are just in the very beginning. The next meeting with the task force has not been scheduled yet and there are no major moves or developments at this moment. Anderson said this was an introductory meeting. In the future we can add the minutes from the task force to the Planning Commission packet. Gutman said by the next meeting we will have an updated schedule where the Planning Commission will be formally involved. Muchlinski said it sounds like we are on the right track

--UNAPPROVED --

4. In other business Lee said we want to recruit some new members to get a full commission. Tomorrow she will reach out to USBank, Grandview and the Chamber.
5. A MOTION WAS MADE BY Muchlinski, SECOND BY Fox to adjourn the meeting. ALL VOTED IN FAVOR. Chairperson Lee declared the meeting adjourned.

Respectfully submitted,
Chris DeVos, Recording Secretary

**CITY OF MARSHALL
AGENDA ITEM REPORT**

Meeting Date:	Tuesday, October 12, 2021
Category:	CLOSED SESSION
Type:	ACTION
Subject:	Conduct a closed session pursuant to Minnesota Statutes, section 13D.05, subdivision 3(b) to engage in an attorney-client privileged discussion with the City’s attorneys regarding pending litigation at Broadmoor Valley Mobile Home Park.
Background Information:	The city council needs to hold a closed session with the City’s attorneys to discuss pending legal action regarding Broadmoor Valley Mobile Home Park. The City has a need to engage in a privileged discussion to obtain confidential legal advice, evaluate the case, and discuss litigation strategy in order to protect the interests of the City and its taxpayers.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	That the Council adjourn to a closed session pursuant to Minnesota Statutes, section 13D.05, subdivision 3(b) for an attorney-client privileged discussion concerning pending litigation regarding Broadmoor Valley Mobile Home Park

2021 Regular Council Meeting Dates

2nd and 4th Tuesday of each month

5:30 P.M.

City Hall, 344 West Main Street

January

1. January 12, 2021
2. January 26, 2021

February

1. February 09, 2021
2. February 23, 2021

March

1. March 09, 2021
2. March 23, 2021

April

1. April 13, 2021
2. April 27, 2021

May

1. May 11, 2021
2. May 25, 2021

June

1. June 08, 2021
2. June 22, 2021

July

1. July 13, 2021
2. July 27, 2021

August

1. August 10, 2021
2. August 24, 2021

September

1. September 14, 2021
2. September 28, 2021

October

1. October 12, 2021
2. October 26, 2021

November

1. November 09, 2021
2. November 23, 2021

December

1. December 14, 2021
2. December 28, 2021

2021 Uniform Election Dates

- February 09, 2021
- April 13, 2021
- May 11, 2021
- August 10, 2021
- November 2, 2021

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

Subdivision 1. School districts; counties; municipalities; special taxing districts. No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town. As used in this subdivision, "special taxing district" has the meaning given in section 275.066.



Upcoming Meetings

October

- 10/12 Work Session, 4:00 PM, City Hall
 - 10/12 Board and Commission Interview, 5:00 PM, Community Services Advisory Board (Mayor Byrnes and Councilmember Meister only)
 - 10/12 Regular Meeting, 5:30 PM, City Hall
 - 10/26 Regular Meeting, 5:30 PM, City Hall
-

November

- 11/09 Regular Meeting, 5:30 PM, City Hall
 - 11/23 Regular Meeting, 5:30 PM, City Hall
-

December

- 12/14 Regular Meeting, 5:30 PM, City Hall
- 12/14 TNT Meeting, 6:00 PM, City Hall (During regular meeting)
- 12/28 Regular Meeting, 5:30 PM, City Hall