



**CITY OF MARSHALL**

**City Council Meeting**

**A g e n d a**

**Tuesday, June 13, 2023 at 5:30 PM**  
**City Hall, 344 West Main Street**

**OPENING ITEMS**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

1. Consider Approval of the Minutes from the Regular Meeting and Work Sessions Held on May 23, 2023

**PUBLIC HEARING**

2. Conduct Public Hearing of Ordinance Amending Section 86-104 B-3 General Business District
3. Sounds of Summer 2023 - 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 18-20, 2023); 2. Approval of Private Use of Public Streets and Parking Lots (August 18-20, 2023); 3. Approval of Parade (August 19, 2023)

**CONSENT AGENDA**

4. Consider Approval for a Raffle Permit for Holy Redeemer Church on August 16
5. Consider Approval for a Raffle Permit for Holy Redeemer Church on September 23
6. Consider Approval for a Raffle Permit for Holy Redeemer Church on December 29
7. Consider Approval for a Temporary On-Sale Liquor License for Holy Redeemer Church
8. Consider Grant of Utility Easement to MMU located at 1008 W College Drive
9. Consider Award of Proposal for Wastewater Sanitary Manhole Sealing and Relining Project
10. Consider Resolution Authorizing Execution of Mn/DOT Airport Maintenance & Operation Grant Contract No. 1053293 (SFY 2024-2025)
11. Project ST-032: Lot 2, Block 1, Schwan's Corp I Addition Parking Lot Repaving Improvements Project (Ralco) - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
12. Declare Bicycles as Surplus Property for the Marshall Police Department
13. Consider Authorization to Declare Vehicle as Surplus Property for the Marshall Police Department
14. MERIT Center Bonding Request
15. Consider Approval of the Bills/Project Payments

**APPROVAL OF ITEMS PULLED FROM CONSENT**

**NEW BUSINESS**

16. Request for Map Amendment (Rezone) MN State Armory Building Commission at 1103 Michigan Road
17. Request for Map Amendment (Rezone) by First Premier Bank at 1420 East College Drive
18. Consider Amendment to Article 30-II Surface Water Management of the City Code of Ordinances – Adoption of Ordinance
19. Consider Resolution Authorizing Execution of Mn/DOT Cooperative Construction Agreement No. 1051273 / SP 4210-56 TH 68 (Ultra-thin Overlay from US 59 to Minneota)
20. Seek Direction on future work and funding of Murals Located on 3<sup>rd</sup> and 4<sup>th</sup>
21. Resolution Approving Special Law-Sales Tax Authorization
22. Cannabis/Lower Potency Hemp Product Interim Ordinance
23. Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

**COUNCIL REPORTS**

24. Commission/Board Liaison Reports
25. Councilmember Individual Items

**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.**

**STAFF REPORTS**

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

**ADMINISTRATIVE REPORTS**

- [29.](#) Administrative Brief

**INFORMATION ONLY**

- [30.](#) Building Permits

**MEETINGS**

- [31.](#) Upcoming Meetings

**ADJOURN**



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	APPROVAL OF MINUTES
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval of the Minutes from the Regular Meeting and Work Sessions Held on May 23, 2023
<b>Background Information:</b>	Enclosed are the minutes from the previous meeting.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
<b>Recommendations:</b>	That the minutes from the meetings held on May 23 be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Tuesday, May 23, 2023**

The work session of the Common Council of the City of Marshall was held May 23, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 5:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, James Lozinski, Amanda Schroeder, John Alcorn, and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Preston Stensrud, Park and Recreation Superintendent; Amanda Beckler, Community Education Coordinator; Amy VanKeulen, Administrative Assistant; and Steven Anderson, City Clerk.

**Review Updates to the Aquatic Center Design and Decide a Key Feature**

David Locke from Stockwell Engineers presented the updates to the Aquatic Center design. Discussions are still being had with staff regarding building locations for equipment and the main ticketing area. Three design options were presented with option one costing 19.5 million dollars. Most of the main features that ranked highly on the survey results were still present, but parts of the leisure river were straightened out to allow for less lifeguards since lines of sight would be increased. The pool committee requested that Stockwell look at adding a 50-meter pool instead of the 25-meter pool that is currently designed. Locke reviewed concept two which includes a 50-meter pool extension that would be added to the 25-meter pool. A couple of the features such as a basketball area and lily pad crossing would be moved to the extension. This option is estimated to cost \$20.6 million dollars. Option three is the full competition size 50-meter pool. Estimated cost for option three would be \$22.6 million dollars.

Councilmember Meister asked about the insurance requirements for having additional/larger diving boards. A representative from the pool committee spoke about the pool options and the comments that came from the committee. It was also mentioned that the legislative authorization was for 18.3 million and any differences would need to be made up with donations or through the levy.

**Adjourn**

At 5:29 PM Mayor Byrnes adjourned the work session.

\_\_\_\_\_  
Mayor

Attest:

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

**CITY OF MARSHALL  
CITY COUNCIL MEETING  
M I N U T E S  
Tuesday, May 23, 2023**

The regular meeting of the Common Council of the City of Marshall was held May 23, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, Amanda Schroeder, John Alcorn, See Moua-Leske and James Lozinski. Absent: None. Staff present included: Sharon Hanson, City Administrator; Pamela Whitmore, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; E.J. Moberg, Director of Administrative Services; Preston Stensrud, Park and Recreation Superintendent; Amanda Beckler, Community Education Coordinator; Ilya Gutman, Plans Examiner; and Steven Anderson, City Clerk.

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

**Acknowledgement of Visit Marshall Donation for Legion Field Improvements**

Cassi Weiss, Convention and Visitors Bureau Director, presented Preston Stensrud with a donation of \$40,000 for improvements to Legion Field. The parks department and Confluence Architecture have begun discussions on Legion Field improvements and Preston and the City of Marshall are appreciative of the donation and continued support on numerous projects on city parks.

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

There were no amendments to the minutes.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to approve the minutes from the regular meeting held on May 9, 2023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Project ST-003: South 1<sup>st</sup> Street/Greeley Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment**

Jason Anderson gave background information on Project ST-003. The project consisted of reconstruction and utility replacement on South 1st Street from George Street to Greeley Street, on Greeley Street from West College Drive to West Saratoga Street, and on Williams Street from West Maple Street to George Street; sanitary sewer, watermain, and storm sewer was replaced. The project also included new curb & gutter, new 5-ft. sidewalk on one or both sides of the streets, driveway aprons, water services, and sewer services to the right-of-way. Funding was broken down as follows:

Wastewater Fund	\$379,680
MMU	\$689,719
Surface Water Management Utility	\$105,927
City Participation (Ad Valorem)	\$343,181
Assessed to Property Owners	\$385,637
Total Project Amount	<u>\$1,904,144</u>

Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. The term of the assessment repayment is proposed by staff to be 8 years with a 4.1% interest rate.

No one from the public made any comment.

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

Motion made by Councilmember Alcorn, Seconded by Councilmember Schafer to approve Resolution 23-041 adopting the assessments for Project ST-003. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

**Project ST-004: Halbur Road Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment**

Jason Anderson gave background information on Project ST-004. The project consisted of reconstruction and utility replacement on Halbur Road from Michigan Street to Erie Road (CR 33), sanitary sewer and storm sewer replacement and concrete paved surfacing. This project also included new curb & gutter, driveway aprons, and sewer services to the right-of-way. Funding was broken down as follows:

Wastewater Fund	\$275,407
MMU	\$20,181
Surface Water Management Utility	\$291,210
City Participation (Ad Valorem)	\$356,769
Assessed to Property Owners	\$358,773
Total Project Amount	<u>\$1,302,340</u>

Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. The term of the assessment repayment is proposed by staff to be 8 years with a 4.1% interest rate.

No one from the public made any comment.

Councilmember Schafer commented on how well the project went and that he believes this will be a well utilized road that should last for years to come.

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

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve Resolution 23-042 adopting the assessments for Project ST-004. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Project ST-023: W. Lyon Street (College to 1st) Reconstruction Project – 1) Public Hearing on Assessment; 2) Consider Resolution Adopting Assessment**

Jason Anderson gave background information on Project ST-023. The project included street and utility reconstruction of W. Lyon Street from College Drive to N. 1st Street including street, sidewalk, curb and gutter, driveways, water main, sanitary sewer, and sewer and water service lines to the right of way. Funding was broken down as follows:

Wastewater Fund	\$68,939
MMU	\$131,349
Surface Water Management Utility	\$14,7178

City Participation (Ad Valorem)	\$190,778
Assessed to Property Owners	\$61,499
Total Project Amount	<u>\$467,283</u>

Per the current Fee Schedule, the assessment interest rate is calculated using the most recent bond interest rate and adding 2% for administrative costs. The term of the assessment repayment is proposed by staff to be 8 years with a 4.1% interest rate.

No one from the public made any comment.

Councilmember Lozinski commented on the excellent condition of our roads compared to other communities.

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

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to adopt Resolution 23-043 accepting the assessments for Project ST-023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

#### **Approval of the Consent Agenda**

No requests were made to pull an item from the consent agenda for further discussion.

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

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

#### **2023 Legislative Session Update**

Marty Seifert from Flaherty & Hood gave an update on the 2023 legislative activity. Items included the approval of the request for extension of the current local sales tax regarding the Aquatic Center. The planned referendum vot

would be on November 7, 2023. Local government aid funding was increased, and the formula has been updated. The MERIT Center request was also approved albeit for about half of the requested amount.

Councilmembers thanked Mr. Seifert for his work and efforts for the City of Marshall.

City Attorney Whitmore covered items that were passed under the cannabis bill. Whitmore mentioned that 14 types of licenses will be issued by the Office of Cannabis Management. The retail license is the most pertinent to the city. The OCM will process all applications and will forward potential applicants to cities to comment if the retail location will meet local zoning regulations. Cities are allowed by ordinance to regulate distances to schools (within 1000ft) and daycares, treatment facilities, and parks that have attractions for minors (within 500ft). For every 12,500 population one license must be granted if an application is received. Personal use of cannabis goes into effect of August 1, 2023, the Office of Cannabis Management will be established July 1, 2023, and needs to go through a rule making phase. Whitmore recommended that the council repeal the current THC moratorium ordinance in June and place a new interim ordinance to delay manufacturing/distribution and retail sales until the OCM is better established and can answer questions. There is an exception in place that allows the lower dosage cannabis products to be sold in liquor stores as soon as the governor signs the bill.

Councilmember Schafer asked for clarification on the population limit on licenses. Schafer also commented that a lot of thought went into the bill and wishes that the council will take a step back and make methodical decisions that steer the city in the best direction possible. Lozinski mentioned that the Legislative & Ordinance Committee recommended repealing the moratorium and giving Tall Grass Liquor the opportunity to sell lower dosage products.

Whitmore clarified that it was the wish of the council to repeal the current moratorium and the draft interim ordinance would cover all products with an exception for the liquor store. The council at any point would be able to repeal the interim ordinance once they feel the OCM has enough rules in place to make informed decisions on licenses.

#### **Block 100 Right-of-Way Encroachment Agreement**

Jason Anderson explained that the Block 100 apartment building being constructed at the corner of W. Lyon Street and N 1st Street is nearing completion. The contractor has approached City staff with a request to move the sidewalk adjacent to the building to be located directly behind the curb instead of right against the building at the property line. Because the building has apartments at ground level, the developer wishes to move the sidewalk away from the building and to install landscaping between the building and the sidewalk. To accommodate this request, City Attorney Whitmore worked with City staff to propose a right-of-way encroachment agreement. The purpose of the agreement is to ensure that both parties recognize that the developer will be landscaping on City right-of-way and that the City has the right to utilize this space as it deems necessary, and that the City is not responsible for damage to the landscaping area.

Councilmember Schafer asked about snow plowing and how the agreement would affect that. Anderson stated that was also a concern for staff and asked that the sidewalk be 8ft instead of 5ft to accommodate the landscaping.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the Block 100 Right-of-Way Encroachment Agreement. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

#### **Consider Agreement for the Transfer of Airport Federal Entitlement Funds to Dodge Center (TOB) and Authorize Execution and Filing of FAA Form 5100-110**

Anderson gave a brief background on the entitlement funds. The municipal airport receives \$150,000 annually in FAA entitlement funding. Those funds may be accumulated for up to four years. This caps the availability of federal entitlements at \$600,000 unless entitlement transfers are utilized. The funds were originally planned to be used for the SRE building project this year but because of high costs that project was not pursued. As the SRE Building is not proceeding this fiscal year, Marshall will have \$150,000 in expiring 2020 entitlements that need to be transferred

elsewhere. Per TKDA, since there was already a previous transfer agreement in place with Dodge Center and they have a need for additional funds to fully fund their planned project this year, TKDA proposed transferring the expiring \$150,000 in 2020 entitlements from Marshall to Dodge Center to be used on Dodge Center's FFY 2023 Project and receive repayment from Dodge Center in FFY 2024 in the amount of \$150,000.

Councilmember Meister inquired if there was any interest in the temporary transfers and if there was risk that whomever we transfer our funds to temporarily mis-manage and are unable to transfer the money back.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to approve the transfer agreement with Dodge Center and to authorize the transfer of FAA Entitlement Funds and the filing of FAA Form 5100-110. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Consider Resolution Awarding the Sale of General Obligation Bonds, Series 2023A**

E.J. Moberg informed council that the bond sale took place the morning of May 23 at 10:00 am and resulted in a premium that lowered the bond par amount to \$4,790,000. Moberg introduced Mikaela Huot from Baker Tilly who gave a presentation on the bond sale and credit rating process.

Mayor Byrnes commented that the interest rate and sale price was much more favorable than thought to have been 6-9 months ago.

Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to authorize awarding the sale of GO Bond Series 2023A. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

**Proposed 2024 Budget Timeline**

Moberg reviewed budget timelines used in recent years and proposed dates and times for work sessions and a special meeting relating to the 2024 budget.

The proposed dates and times include:

- July 25 at 4:00 pm – work session
- August 22 at 3:00 – work session
- October 10 at 4:00 pm – work session
- November 28 at or after 7:00 pm – work session
- December 5 at 6:00 pm – special meeting for truth-in-taxation meeting

The council discussed the timelines and conflicts with schedules.

**Commission/Board Liaison Reports**

- |           |   |
|-----------|---|
| Byrnes    | <u>SWRDC</u> : Held their meeting in Ivanhoe and the local workforce center gave a presentation that was very well received.  |
| Schafer   | No report.  |
| Meister   | No report.  |
| Schroeder | <u>EDA</u> : UCAP presented to the EDA about grants and the possibility of giving/selling lots. Main Street Revitalization grant applications are due June 1 and QuikTrip plans to demo both sites this summer. |

Planning Commission: Discussed rezone requests for 1420 E College Dr., 1103 Michigan Rd and amendments to Ordinance Section 83-104 B-3 General Business District.

Alcorn MMU: Held a presentation on their audit results. The MMU Commission wished to thank Scott Saugstad for his service on the commission for the past 10 years.

Moua-Leske CVB: The Fairbanks Ice Dogs and MAHA are in negotiations for a partnership to held curb costs and the CVB is also looking into hiring a sales contractor.

DEI: Juneteenth celebration will be at Justice Park on June 19.

Library: The daycare outreach position is being discussed to become a volunteer position. A preliminary budget is in the works with a request from the County to lower the amount.

Lozinski No report.

### Councilmember Individual Items

Councilmember Schafer wanted citizens to know that ATV/UTVs are required to be permitted when driven within City Limits.

Councilmember Moua-Leske reminded that the Gruffalo Walk by the United Way is currently ongoing with the Police Department narrowly ahead of the Fire Department.

Mayor Brynes requested that an item be added for an appointment to the Planning Commission. Motion made by Councilmember Schafer, Seconded by Councilmember Schroeder to add an item to Appointment to a Board/Commission. By voice vote all voted in favor of adding the additional item. The motion **Carried. 7-0.**

### Appointment to a Board/Commission

Interviews were conducted prior to the meeting and Mayor Brynes recommended that Moshood Agboola be appointed to the Planning Commission with a term expiring 5/31/2026.

Motion made by Councilmember Schroeder, Seconded by Councilmember Lozinski to affirm the recommendation that Moshood Agboola be appointed to the Planning Commission. By voice vote all voted in favor. The motion **Carried. 7-0.**

### City Administrator

No report.

### Director of Public Works/City Engineer

Gave a brief update on the 3<sup>rd</sup>/Lyon Street project.

### City Attorney

No report.

### Information Only

There were no questions regarding the Information Only items.

### Upcoming Meetings

There were no questions regarding the Upcoming Meetings.

**Adjourn**

At 7:52 PM Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to adjourn the meeting.  
Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder,  
Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

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

\_\_\_\_\_  
Mayor

**CITY OF MARSHALL  
WORK SESSION  
M I N U T E S  
Tuesday, May 23, 2023**

The work session of the Common Council of the City of Marshall was held May 23, 2023, at City Hall, 344 West Main Street. The meeting was called to order at 5:00 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Craig Schafer, Steve Meister, James Lozinski, Amanda Schroeder, John Alcorn, and See Moua-Leske. Absent: None. Staff present included: Sharon Hanson, City Administrator; E.J. Moberg, Director of Administrative Services; Preston Stensrud, Park and Recreation Superintendent; and Steven Anderson, City Clerk.

**Review Final Indoor Recreation Study**

Administrator Hanson gave background information on the purpose of the study. The City of Marshall and the Marshall Area YMCA hired JLG and Ballard King consulting firm to conduct a feasibility of an indoor recreation facility and conduct a feasibility study evaluating future operation options for the existing Marshall Area YMCA, currently owned by the Marshall Area YMCA. The study includes a comprehensive needs assessment of current and future indoor recreation needs of our residents, and an analysis of the feasibility of constructing and operating an indoor recreation facility and maintaining the Marshall Area YMCA as a viable facility for future years. The City of Marshall in January of 2022 approved a resolution requesting sales tax authorization for an aquatic center and an indoor recreation facility. Since that time, current proposed legislation does not include an indoor recreation facility due to the sentiment that additional information would be needed to garner legislature and public support. The city had received requests from the Marshall Area YMCA to study financial viability and future recreation needs as a community and YMCA. In Minnesota and nationwide, YMCAs and the communities in which they are located have explored or have existing arrangements with cities.

The Marshall YMCA had also initiated a capital campaign to raise \$5 million for renovations to the existing multipurpose and fitness spaces. Due to COVID pandemic membership numbers have declined, and interest in pursuing a capital campaign has waned. The declining membership numbers also have meant declining revenues for the Marshall Area YMCA.

In late 2020 and again in early 2022, the Marshall Area YMCA Board has approached the City of Marshall and formally requested that the city study the feasibility of the city of Marshall cooperating with the Marshall Area YMCA in the areas of recreation and other related programming as well as capital needs.

JLG Architects explained that Pickleball was not included in the study because of it's relatively new history and the difficulty of predicting data trends without enough information. A couple examples were mentioned about City/YMCA partnerships and the success ranged from very well to failure and dissolution of the partnership.

Option one was to expand collaboration with the YMCA and add onto the existing YMCA building. This option would include four full-size courts, additional changing rooms, and an indoor playground area for younger children and a multi-purpose room. Costs were estimated to be \$18,000,000 and do not include acquisition of the adjacent Schwan's Parking Lot.

Option two would be in collaboration with the Red Baron Arena and Expo Center. This option also included four full-size courts, changing rooms and a multi-purpose room. Additional parking at the Arena had already been previously discussed and was included in the design. \$17,000,000 was the estimated project cost.

Option two-A was a stand-alone structure that housed the four full-size courts, changing room, and an indoor playground. Finding space for the structure, land acquisition, and parking lot requirements were not included in the estimated costs of \$17,000,000.

Option three presented was a domed fieldhouse to address the issue of late spring starts and early winters. No courts were included in this option. Project costs were estimated to be \$30,700,000.

Highlights of the study include:

- Disconnect between School Districts and end users.
- Need for more gymnasium access.
- Need for indoor turf for stakeholders.
- Sustainability questions of the YMCA.
- Leveraging the Red Baron Arena location.

**Adjourn**

At 7:52 PM Mayor Byrnes adjourned the work session.

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Mayor

Attest:

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City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Conduct Public Hearing of Ordinance Amending Section 86-104 B-3 General Business District.
<b>Background Information:</b>	<p>The proposed revision is minor and is related to self-storage warehouses or mini storages, defined as units or compartments under 500 SF rented to individuals for storage of personal property on a monthly basis. This use is conditional in a B-3 General Business District. This is an old provision and assumed buildings with rows of individual garage-like units with outside access and drives between buildings. However, the new type of such units was introduced relatively recently – conditioned indoor units with access from the inside of a building, which means a totally different appearance: instead of a row of connected garages it looks like a regular building with main entrance and typical parking area. To reflect this new reality, and facilitate future city development, staff suggest making buildings with indoor units a permitted use, while leaving mini storages with outside access a conditional use.</p> <p>At the May 10, 2023, regular Planning Commission meeting, Muchlinski made a motion, seconded by Stoneberg to recommend to city council an approval as recommend by staff. All voted in favor of the motion.</p> <p>The Ordinance Amending Section 86-104 B-3 General Business District was introduced at the May 23, 2023, City Council meeting</p>
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	None Recommended.
<b>Recommendations:</b>	<p>that the Council close the public hearing on the Ordinance Amending Section 86-104 B-3 General Business District</p> <p>that the Council adopt Ordinance No. 23-011, which is the Ordinance Amending Section 86-104 B-3 General Business District.</p>

## **Section 86-104 B-3 General Business District**

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

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

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

Antique, gift or florist shop.

Apparel shops.

Appliance sales and service stores.

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

Audio recording sales or rental.

Auto parts and accessories.

Automobile and truck sales or used car lots.

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

Automobile laundries and car washes.

Automobile parking lots and garages.

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

Banks and savings institutions.

Barbershops or beauty shops.

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

Bicycle or motorcycle sales or repair shops.

Billiard or pool halls.

Book or stationery stores.

Bowling alleys.

Business, commercial or dance schools.

Business or professional offices.

Cabinet stores.

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

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

Carpet and flooring stores.

Churches.

Day care facility serving any number of individuals.

Department stores.

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

Drive-in retail or service stores.

Drive-in theatres.

Drive-up bank and other offices.

Electric motors service shops.

Fallout shelter.

Furniture stores.

Garden and lawn supply stores.

Gas stations.

Glass sales and service stores.

Grocery stores or supermarkets.

Hardware, hobby, sporting goods or toy stores.

Health clubs.

Ice sales.

Jewelry stores and leather goods or luggage.

Laundromats and dry cleaning or laundry pickup stores.

Leather goods stores.

Liquor stores.

Loan and finance company offices.

Lodge rooms or clubhouses for fraternal organizations.

Marine or boat sales and repair shops.

Meat shops and cold storage lockers, excluding slaughtering.

Medical clinics.

Medical, dental and optical laboratories.

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

Monument sales centers.

Mortuaries or funeral homes.

Motels or hotels.

Motion picture theatre.

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

Music studios or musical instrument stores.

Newspaper printing.

Outdoor nurseries and greenhouses.

Paint or wallpaper stores.

Pet shops.

Pet supply store.

Pharmacies or drugstores.

Photography studios.

Pipe or tobacco shops.

Post office stations.

Printing.

Public libraries.

Radio or television broadcasting stations.

Repair and rental of domestic type equipment and items.

Restaurants, cafes, delicatessens or tea rooms.

Retail bakeries or pastry shops.

Retail medical supply stores.

Sales and service centers for farm implements.

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

Self-storage warehouse with inside access to individual units.

Sewing machine sales and service.

Shoe stores and repair.

Tailor shops.

Television or radio repair shops.

Tire, battery and automobile accessories shops.

Upholstery and furniture repair shops.

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

Video sales or rental.

Water conditioning sales and service.

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

Wholesale business and office with no outside storage.

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

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

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

Signs as regulated by article VI of this chapter.

Solar energy collectors and systems.

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

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

Amusement parks.

Armories, convention or exhibition halls.

Billboards.

Brewpubs.

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

Convalescent, nursing and rest homes.

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

Golf courses, including clubhouses.

Heliport.

Hospitals and medical centers.

Kennels.

Lumberyards.

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

Multiple-family dwellings, apartment buildings or townhouses.

Municipal or other governmental service buildings.

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

Parks and recreational areas owned or operated by governmental agencies.

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

Residential facilities serving six or fewer individuals.

Self-storage warehouse with outside access to individual units.

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

Trophy and award assembly.

Utility stations and structures.

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

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

(2) *Front yard regulations.*

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

(3) *Side yard regulations.*

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

(4) *Rear yard regulations.*

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

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

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

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

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

**SUMMARY ORDINANCE NO. 23-011**  
**AMENDING CHAPTER 86, ARTICLE IV, SECTION 104 B-3 GENERAL BUSINESS DISTRICT**

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

Section 1: City Code of Ordinances, Chapter 86-Zoning, Article IV, Section 104, B-3 General Business District, is hereby amended in summary as follows:

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

Self-storage warehouse with inside access to individual units.

Self-storage warehouse with outside access to individual units.

Section 2: It is hereby determined that publication of this Title and Summary Ordinance will clearly inform the public of the intent and effect of Ordinance No. 23-011.

It is hereby directed that only the above Title and Summary of Ordinance No. 23-011 be published conforming to Minnesota Statutes §331A.01 with the following:

**NOTICE**

Persons interested in reviewing a complete copy of the Ordinance may do so at the office of the City Clerk, City Offices, 344 West Main Street, Marshall, Minnesota 56258.

Section 3: This Ordinance shall take effect after its passage and summary publication.

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

THE COMMON COUNCIL  
Robert Byrnes  
Mayor of the City of Marshall, MN

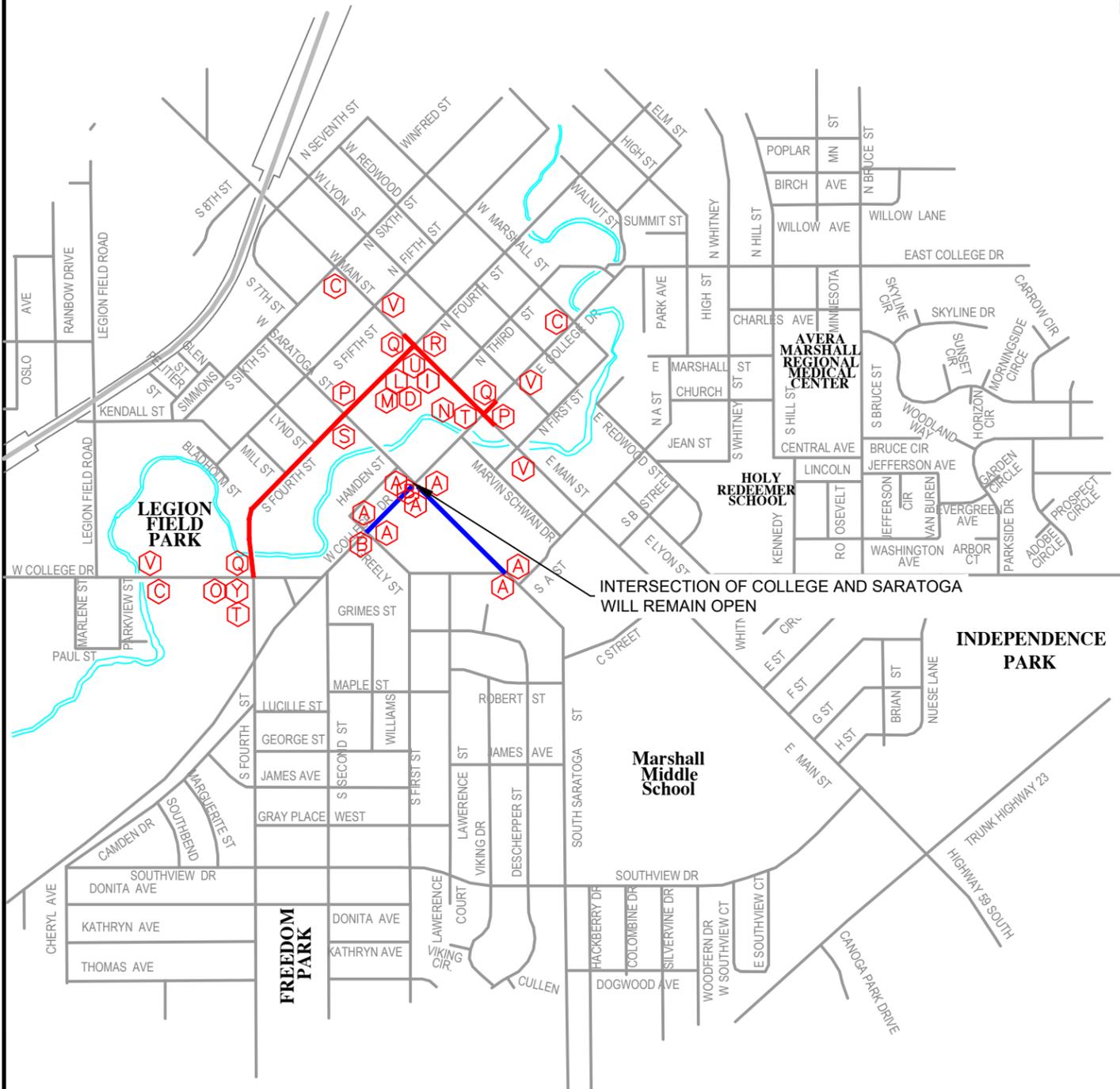
ATTEST:  
Steven Anderson  
City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	PUBLIC HEARING
<b>Type:</b>	ACTION
<b>Subject:</b>	Sounds of Summer 2023 - 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 18-20, 2023); 2. Approval of Private Use of Public Streets and Parking Lots (August 18-20, 2023); 3. Approval of Parade (August 19, 2023)
<b>Background Information:</b>	<p>Attached is a request from the Sounds of Summer Committee requesting permission for the following:</p> <ul style="list-style-type: none"> <li>- Closure of West College Drive (TH 19) AND Closure of West Saratoga Street (08/18/2023 to 08/20/2023 (Fri-Sun))            Closure of West College Drive from West Greeley Street to West Saratoga Street and closure of West Saratoga Street from West College Drive to East Greeley Street on the following dates and times to allow adequate time for clean up after the Saturday evening activities. Please see attached "Exhibit A".           <ul style="list-style-type: none"> <li>• Friday 8/18 4 PM-10 PM</li> <li>• Saturday 8/19 12 PM to Sunday 8/20 1 AM</li> </ul> </li> <li>- Parade Line-Up (08/19/2023 (Sat)): Closure of East Lyon Street, beginning at the corner of Jewett Street to South Bruce Street on Saturday, August 19, 2023 starting at approximately 12 PM to approximately 6 PM. Line-up would begin at 2 PM. Please see attached "Exhibit B".</li> <li>- Parade (08/19/2023 (Sat)): Closure of East Lyon Street from South Bruce Street to East Main Street and closure of Main Street from East Lyon Street to North 6<sup>th</sup> Street Saturday, August 19, 2023 from 3 PM to approximately 6 PM. Parade would start at 4 PM with an estimated 5:30 PM end time. Please see attached "Exhibit B".</li> </ul> <p>In accordance with Section 62-6 of the Marshall City Code, the Director of Public Works/City Engineer may refer any application for private use of public streets and parking lots on either a temporary or permanent basis to be considered by the Marshall City Council.</p> <p>Due to the magnitude of the proposed event and potential impact to the businesses adjacent to the areas that are being requested to be blockaded, City Staff would recommend that the City Council hold a public hearing on these requests prior to granting final approval.</p> <p>In the past, the City's Public Safety and Public Works Divisions have worked with applicants on the issues and public safety concerns that would need to be addressed as part of this request. In addition, it would be City Staff's intent to have a representative from the Committee present at the hearing to provide a brief overview of the activities and events that are going to occur during the celebration.</p>

<b>Fiscal Impact:</b>	There will be costs involved for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans and not charging fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	<p>Recommendation No. 1 that the Council close the public hearing.</p> <p>Recommendation No. 2 that the Council approve the private use of public streets and parking lots for Sounds of Summer (August 18-20, 2023).</p> <p>Recommendation No. 3 that the Council approve the Sounds of Summer Parade to be held Saturday, August 19, 2023, subject to Mn/DOT approval.</p>

# DETOUR SIGNING PLAN

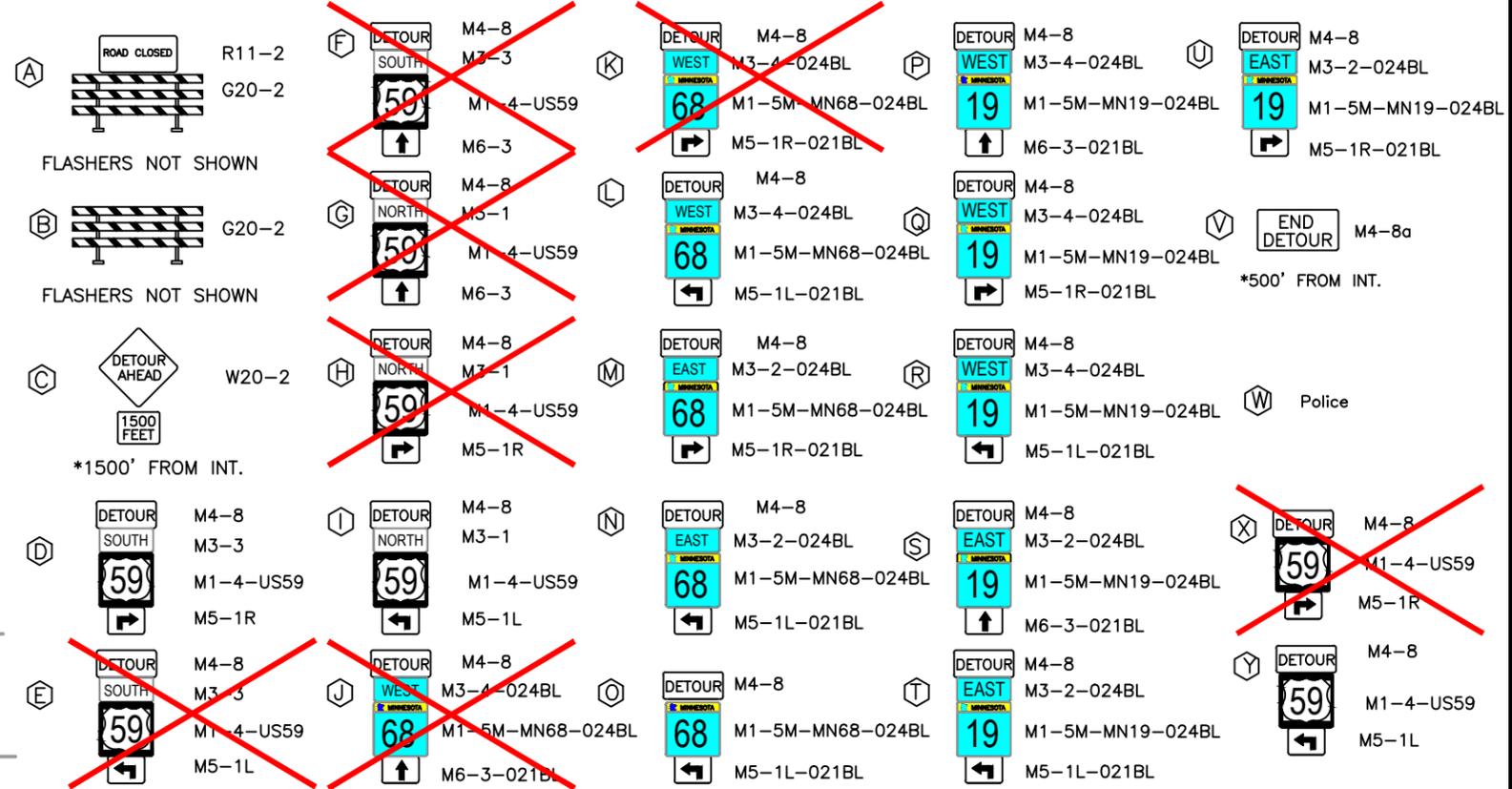


█ CLOSED ROAD  
█ CITY OF MARSHALL DETOUR ROUTE

NORTH

CITY OF MARSHALL  
LYON COUNTY  
MINNESOTA

NOT TO SCALE



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

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

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

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

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

**CITY ENGINEERS OFFICE**  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56258

Sounds of Summer Event  
 Date: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 Detour Plan

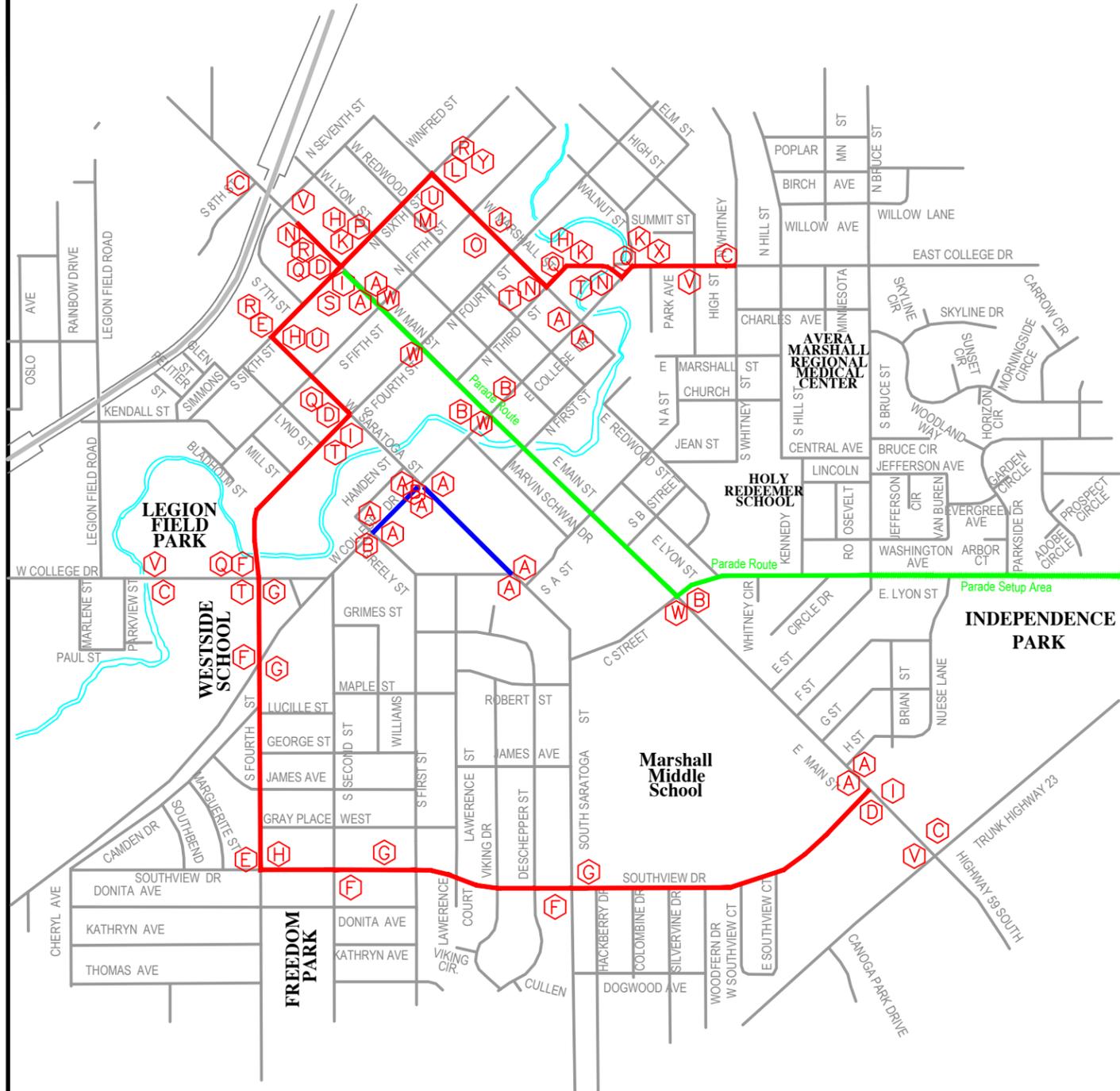
DATE	REVISIONS

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

DATE \_\_\_\_\_ REGISTRATION NO. \_\_\_\_\_ 41557

DATE 05/19/2023  
 DRAWN BY G.J.S.  
 S.P. NO. \_\_\_\_\_  
 SHEET Page 24

# DETOUR SIGNING PLAN



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

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

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

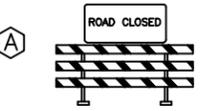
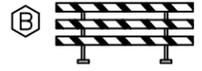
ALL NECESSARY TRAFFIC CONTROL DEVICES AND DETOUR DEVICES ON THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CITY OF MARSHALL. ALL TRAFFIC CONTROL DEVICES SHALL HAVE RETROREFLECTIVE SHEETING.

Item 3.

CITY OF MARSHALL  
LYON COUNTY  
MINNESOTA

NOT TO SCALE

  
**CITY ENGINEERS OFFICE**  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56258

	R11-2 G20-2		M4-8 M3-3 M1-4-US59 M6-3		M4-8 M3-4-024BL M1-5M-MN68-024BL M5-1R-021BL		M4-8 M3-4-024BL M1-5M-MN19-024BL M6-3-021BL		M4-8 M3-2-024BL M1-5M-MN19-024BL M5-1R-021BL
	G20-2		M4-8 M3-1 M1-4-US59 M6-3		M4-8 M3-4-024BL M1-5M-MN68-024BL M5-1L-021BL		M4-8 M3-4-024BL M1-5M-MN19-024BL M5-1R-021BL		M4-8a *500' FROM INT.
	W20-2 *1500' FROM INT.		M4-8 M3-1 M1-4-US59 M5-1R		M4-8 M3-2-024BL M1-5M-MN68-024BL M5-1R-021BL		M4-8 M3-4-024BL M1-5M-MN19-024BL M5-1L-021BL		Police
	M4-8 M3-3 M1-4-US59 M5-1R		M4-8 M3-1 M1-4-US59 M5-1L		M4-8 M3-2-024BL M1-5M-MN68-024BL M5-1L-021BL		M4-8 M3-2-024BL M1-5M-MN19-024BL M6-3-021BL		M4-8 M1-4-US59 M5-1R
	M4-8 M3-3 M1-4-US59 M5-1L		M4-8 M3-4-024BL M1-5M-MN68-024BL M6-3-021BL		M4-8 M3-2-024BL M1-5M-MN68-024BL M6-3-021BL		M4-8 M3-2-024BL M1-5M-MN19-024BL M5-1L-021BL		M4-8 M1-4-US59 M5-1L

SIGN	SIGN NO.	QUANTITY	SIZE	COLOR	FLASHERS
	TYPE III BARRICADE	18	60"x48"	ORANGE ON WHITE	19
	R11-3	13	60"x30"	BLACK ON WHITE	
	W20-2	4	36"x36"	BLACK ON ORANGE	
	M1-4	21	24"x24"	BLACK ON WHITE	
	M1-5M-MN68-024BL	10	24"x24"	WHITE AND GOLD ON BLUE	
	M1-5M-MN19-024BL	17	24"x24"	WHITE AND GOLD ON BLUE	
	W20-100P	4	30"x24"	BLACK ON ORANGE	
	M3-2-024BL	12	24"x24"	WHITE ON BLUE	
	M3-4-024BL	14	24"x24"	WHITE ON BLUE	
	M5-1R-021BL	19	21"x15"	WHITE ON BLUE	
	M5-1L-021BL	12	21"x15"	WHITE ON BLUE	
	M6-3-021BL	4	21"x15"	WHITE ON BLUE	
	M4-8	40	24"x12"	BLACK ON ORANGE	
	M4-8a	4	24"x18"	BLACK ON ORANGE	

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

Sounds of Summer Parade  
 Detour Plan

REVISIONS
DATE DESCRIPTION

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

DATE \_\_\_\_\_ REGISTRATION NO. 41557

DATE 05/19/2023  
 DRAWN BY G.J.S.  
 S.P. NO.  
 SHEET Page 25



May 2023

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

Dear Jason:

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

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

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

**Saturday August 19, 2023- from 12:00 p.m. to 1:00 a.m. Sunday, August 20<sup>th</sup>**

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

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

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

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

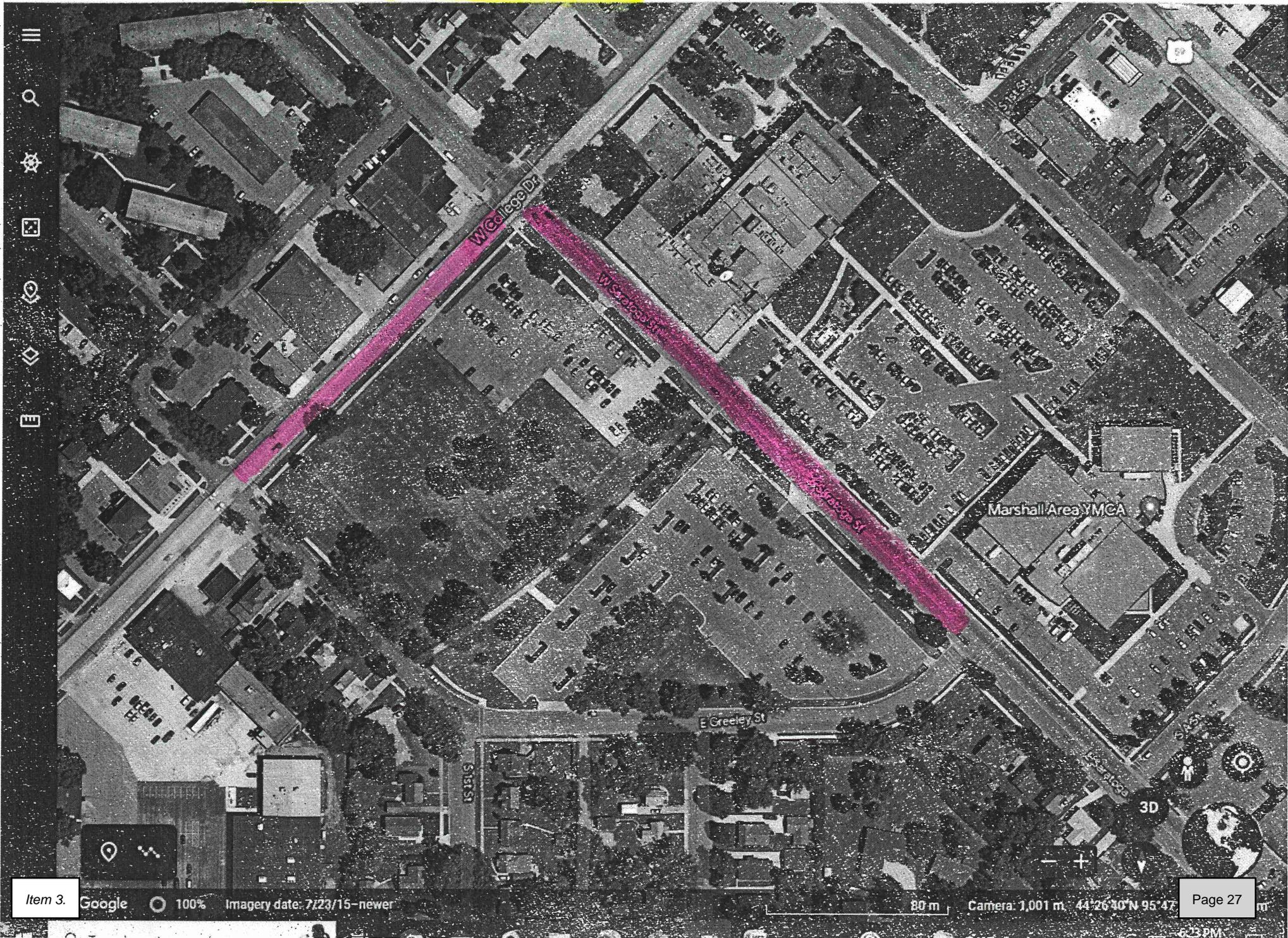
Any additional information you may need, please let us know.

Sincerely,

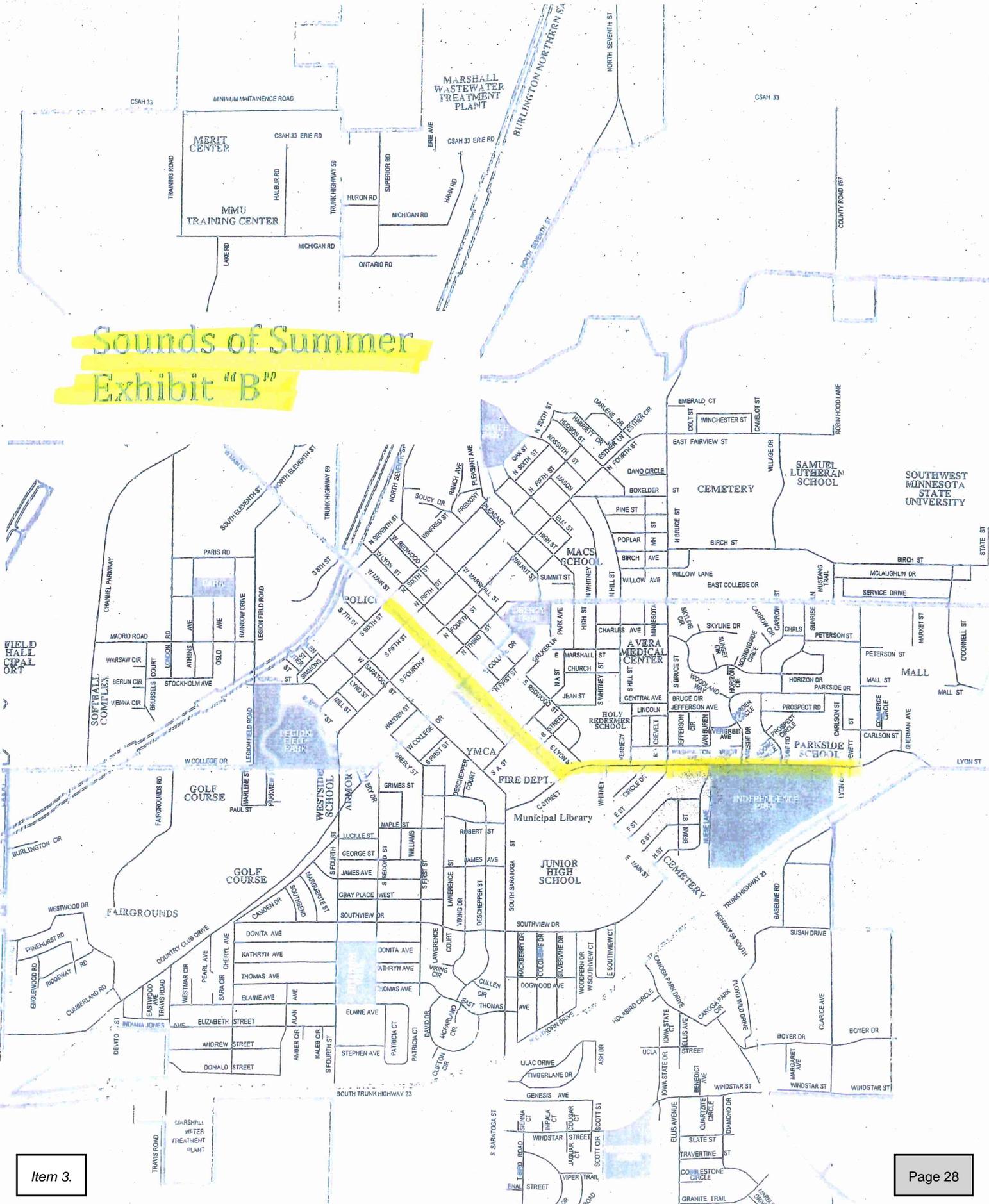
Brock Klaith, Carrie Jones, Marc Klaith  
Marshall Sounds of Summer Committee Officers

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

# Exhibit A



# Sounds of Summer Exhibit "B"





## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Raffle Permit for Holy Redeemer Church on August 16
<b>Background Information:</b>	<p>The Holy Redeemer Church will be holding a fundraiser event on August 16, 2023, at the Lyon County Fair.</p> <p>Gambling permits are issued by the State of MN but require local approval before submittal.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the LG220 Exempt Permit.

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: Holy Redeemer Church Previous Gambling Permit Number: X-[REDACTED]  
Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]  
Mailing Address: 503 W Lyon St  
City: Marshall State: MN Zip: 56258 County: Lyon  
Name of Chief Executive Officer (CEO): Fr. Anthony J. Stuebeda  
CEO Daytime Phone: 507-532-5711 CEO Email: [REDACTED]  
(permit will be emailed to this email address unless otherwise indicated below)  
Email permit to (if other than the CEO): [REDACTED]

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):  
 Fraternal  Religious  Veterans  Other Nonprofit Organization

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

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

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

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Lyon Co. Fairgrounds  
Physical Address (do not use P.O. box): 504 Fairgrounds Rd  
Check one:  
 City: Marshall Zip: 56258 County: Lyon  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_  
Date(s) of activity (for raffles, indicate the date of the drawing): August 16, 2023

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

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

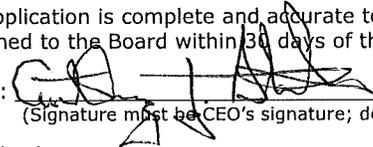
# LG220 Application for Exempt Permit

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

<p style="text-align: center;"><b>CITY APPROVAL</b> for a gambling premises located within city limits</p> <p><input checked="" 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><b>The city or county must sign before submitting application to the Gambling Control Board.</b></p> </div>	<p style="text-align: center;"><b>COUNTY APPROVAL</b> 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><b>TOWNSHIP (if required by the county)</b> 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: 5/26/23

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

Print Name: Fr. Anthony J. Stuebeda

<p><b>REQUIREMENTS</b></p> <p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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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.

*An equal opportunity employer*

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Raffle Permit for Holy Redeemer Church on September 23
<b>Background Information:</b>	The Holy Redeemer Church will be holding a fundraiser event on September 2023, at 501 W. Lyon Street.  Gambling permits are issued by the State of MN but require local approval before submittal.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the LG220 Exempt Permit.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
• conducts lawful gambling on five or fewer days, and
• awards less than \$50,000 in prizes during a calendar year.
If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Holy Redeemer Church
Previous Gambling Permit Number: X
Minnesota Tax ID Number, if any:
Federal Employer ID Number (FEIN), if any:
Mailing Address: 503 W Lyon St
City: Marshall State: MN Zip: 56258 County: Lyon
Name of Chief Executive Officer (CEO): Fr. Anthony J. Stubeda
CEO Daytime Phone: 507-532-5711 CEO Email:
Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):
[ ] Fraternal [x] 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
[ ] IRS income tax exemption (501(c)) letter in your organization's name
[ ] IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Holy Redeemer Church
Physical Address (do not use P.O. box): 501 W Lyon St
Check one:
[x] City: Marshall Zip: 56258 County: Lyon
[ ] Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): September 23, 2023
Check each type of gambling activity that your organization will conduct:
[ ] Bingo [ ] Paddlewheels [ ] Pull-Tabs [ ] Tipboards [x] 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.

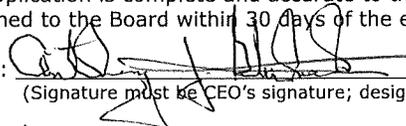
# LG220 Application for Exempt Permit

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

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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: 5/26/23

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

Print Name: Fr. Anthony J. Stubeda

<p><b>REQUIREMENTS</b></p> <p><b>Complete a separate application for:</b></p> <ul style="list-style-type: none"> <li>• all gambling conducted on two or more consecutive days; or</li> <li>• all gambling conducted on one day.</li> </ul> <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p><b>Financial report to be completed within 30 days after the gambling activity is done:</b> A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p><b>MAIL APPLICATION AND ATTACHMENTS</b></p> <p><b>Mail application with:</b></p> <p>_____ a copy of your proof of nonprofit status; and</p> <p>_____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is <b>\$100</b>; otherwise the fee is <b>\$150</b>. Make check payable to <b>State of Minnesota</b>.</p> <p><b>To:</b> Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p><b>Questions?</b> Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Raffle Permit for Holy Redeemer Church on December 29
<b>Background Information:</b>	The Holy Redeemer Church will be holding a fundraiser event on December 29, 2023, at 503 W. Lyon Street.  Gambling permits are issued by the State of MN but require local approval before submittal.
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the LG220 Exempt Permit.

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)**

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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: Holy Redeemer Church Previous Gambling Permit Number: [REDACTED]

Minnesota Tax ID Number, if any: [REDACTED] Federal Employer ID Number (FEIN), if any: [REDACTED]

Mailing Address: 503 W Lyon St

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

Name of Chief Executive Officer (CEO): Fr. Anthony J. Stubeda

CEO Daytime Phone: 507-532-5711 CEO Email: [REDACTED]  
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO) [REDACTED]

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

Fraternal  Religious  Veterans  Other Nonprofit Organization

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

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

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

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

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

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Holy Redeemer Church

Physical Address (do not use P.O. box): 503 W Lyon St

Check one:  
 City: Marshall Zip: 56258 County: Lyon  
 Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): December 29, 2023

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

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

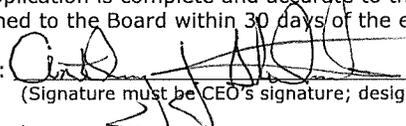
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Chief Executive Officer's Signature:  Date: 5/26/23

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

Print Name: Fr. Anthony J. Stubeda

<b>REQUIREMENTS</b>	<b>MAIL APPLICATION AND ATTACHMENTS</b>
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- all gambling conducted on two or more consecutive days; or
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Only one application is required if one or more raffle drawings are conducted on the same day.

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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.

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## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Steven Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Approval for a Temporary On-Sale Liquor License for Holy Redeemer Church
<b>Background Information:</b>	The Holy Redeemer Church will have a fund-raising event in the Holy Redeemer Food Stand at the Lyon County Fairgrounds on August 16 <sup>th</sup> .
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	None recommended.
<b>Recommendations:</b>	To approve the temporary on-sale liquor license for Holy Redeemer Church.



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

Name of organization Holy Redeemer Church		Date organized	Tax exempt number
Address 503 W Lyon St		City Marshall	State Minnesota
Name of person making application Fr. Anthony Stubeda		Business phone 507-532-5711	Home phone 507-532-5711
Date(s) of event August 16, 2023	Type of organization <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Fr. Anthony Stubeda	City Marshall	State Minnesota	Zip Code 56258
Organization officer's name Doug Olsem	City Marshall	State Minnesota	Zip Code 56258
Organization officer's name Michelle Full	City Marshall	State Minnesota	Zip Code 56258
Organization officer's name	City	State Minnesota	Zip Code

Location where permit will be used. If an outdoor area, describe.  
 Lyon Co. Fairgrounds  
 504 Fairgrounds Rd, Marshall, MN 56258

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

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

**APPROVAL**

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

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

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT  
 BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)**

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Grant of Utility Easement to MMU located at 1008 W College Drive
<b>Background Information:</b>	<p>Marshall Municipal Utilities (MMU) is requesting a 15-FT utility easement along the eastern border of a triangular-shaped, city-owned vacant lot that is bounded to the south by MN 19 and to the north and west by the BNSF railroad right of way. The nearest intersecting street is Channel Parkway.</p> <p>The purpose of the utility easement is to ensure that MMU has adequate space to make electrical system improvements in this area. Granting the easement will have no negative impact to the City of Marshall. The parcel is located within the Runway Protection Zone (RPZ) of the Southwest Minnesota Regional Airport and is not suitable for building construction.</p>
<b>Fiscal Impact:</b>	None known.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council authorize the execution of the attached "Grant of Utility Easement".



113 South Fourth Street • Marshall, Minnesota 56258-1223  
Telephone: 507-537-7005 • Fax: 507-537-6836 •

www.marshallutilities.com

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May 26, 2023

City of Marshall  
344 Main Street West  
Marshall, MN 56258

Property Address: 1008 West College Drive; Marshall, MN

Dear Property Owner:

**MMU is requesting an easement on the Easterly fifteen (15) feet of the following described property:**

**A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 5, Township 111 North, Range 41 West lying South and East of the Willmar and Sioux Falls Railway right of way being more particularly described as follows:**

**Commencing at a point on the North Line of State Highway 19, which is 507.75 feet West of the Southeast corner of said Southwest Quarter running thence North at right angles to said highway line a distance of 185.00 feet to a point on the South right of way line of said Railway; thence Southwesterly along said right of way to the North line of said State Highway 19; thence East along said North line to the Point of Beginning.**

**Said tract of land contains 0.627 acres more or less and is subject to right of way and easements now on record in Lyon County, Minnesota. (see enclosed map)**

MMU will be proactively replacing and/or upgrading electrical lines and equipment in your area to ensure system reliability. Trenchless construction methods utilizing a bore machine will typically be used to minimize disturbed areas. In areas that are disturbed, MMU will perform surface restoration with black dirt and grass seed. Additionally, property owners will be notified by letter prior to any work taking place.

Please review the enclosed easement and map. If the information presented is accurate and you are comfortable with the wording of the easement, please sign the formal Grant of Utility Easement before a notary public and return one to me in the postage paid envelope as soon as possible. The other copy can be retained for your files. Please be advised that Marshall Municipal Utilities has several notaries and would be happy to witness your signatures and notarize the document free of charge if you wish to bring it to our office to sign; or, you may have any notary witness your signature. If you choose to have MMU notarize your document, please call me to set up an appointment so I can ensure that a notary is available.

**We are requesting that the document be returned to MMU as soon as possible.** Upon receipt of the easement, we will file the signed document with the County Recorder's office and provide you with an official copy after they have filed the easement.

If you have any questions or concerns related to the work prior to signing the easement, please feel free to contact Nate Janssen, Electrical Superintendent at 507-929-5966 or via email at [natej@marshallutilities.com](mailto:natej@marshallutilities.com). You may also contact me at 507-929-5997 or via e-mail at [kimd@marshallutilities.com](mailto:kimd@marshallutilities.com). MMU appreciates your time and consideration on this matter.

Sincerely,

*Kim Deines*

Kim Deines, Administrative Assistant  
Marshall Municipal Utilities

Enclosures

**GRANT OF UTILITY EASEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
between The City of Marshall, a municipal corporation

As Grantor, and:

Marshall Municipal Utilities, a Municipal Corporation, as Grantees.

The above-named parties are collectively and individually, referred to as the Grantees.

WITNESSETH:

For and in consideration of One and no/100 (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged by the Grantor, the Grantor gives and grants to the Grantees, its successors and assigns, the right in perpetuity, to enter upon and occupy, the right of ingress and egress, the right to construct, install, repair, maintain, operate, use and replace utility facilities owned by the Grantees on the following described properties in Lyon County, Minnesota:

**The Easterly fifteen (15) feet of the following described property:**

**A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 5, Township 111 North, Range 41 West lying South and East of the Willmar and Sioux Falls Railway right of way being more particularly described as follows:**

**Commencing at a point on the North Line of State Highway 19, which is 507.75 feet West of the Southeast corner of said Southwest Quarter running thence North at right angles to said highway line a distance of 185.00 feet to a point on the South right of way line of said Railway: thence Southwesterly along said right of way to the North line of said State Highway 19; thence East along said North line to the Point of Beginning.**

**Said tract of land contains 0.627 acres more or less and is subject to right of way and easements now on record in Lyon County, Minnesota.**

As an essential part of the consideration herein and by the acceptance of the Grant of Easements, said Grantees, their successors and assigns, further take said easements, subject to the conditions and hereby covenant that upon the initial construction, improvement or repair within the easement area as described herein, that the Grantees will restore and return said premises to substantially the same condition as said premises were prior to said construction, improvement or repair.

The Grant of Utility Easement herein shall be construed as a covenant running with the remainder of the lands owned by the Grantors and is binding upon said party as the owners of said lands, and for themselves, their heirs, executors, administrators, and assigns, and anyone claiming under them, or any of them, as owners or occupants thereof.

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

By: \_\_\_\_\_  
Robert J. Byrnes, Mayor  
The City of Marshall, a municipal corporation

STATE OF MINNESOTA     )  
  )ss  
COUNTY OF LYON         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Robert J. Byrnes, Mayor of The City of Marshall, a municipal corporation, under the laws of Minnesota.

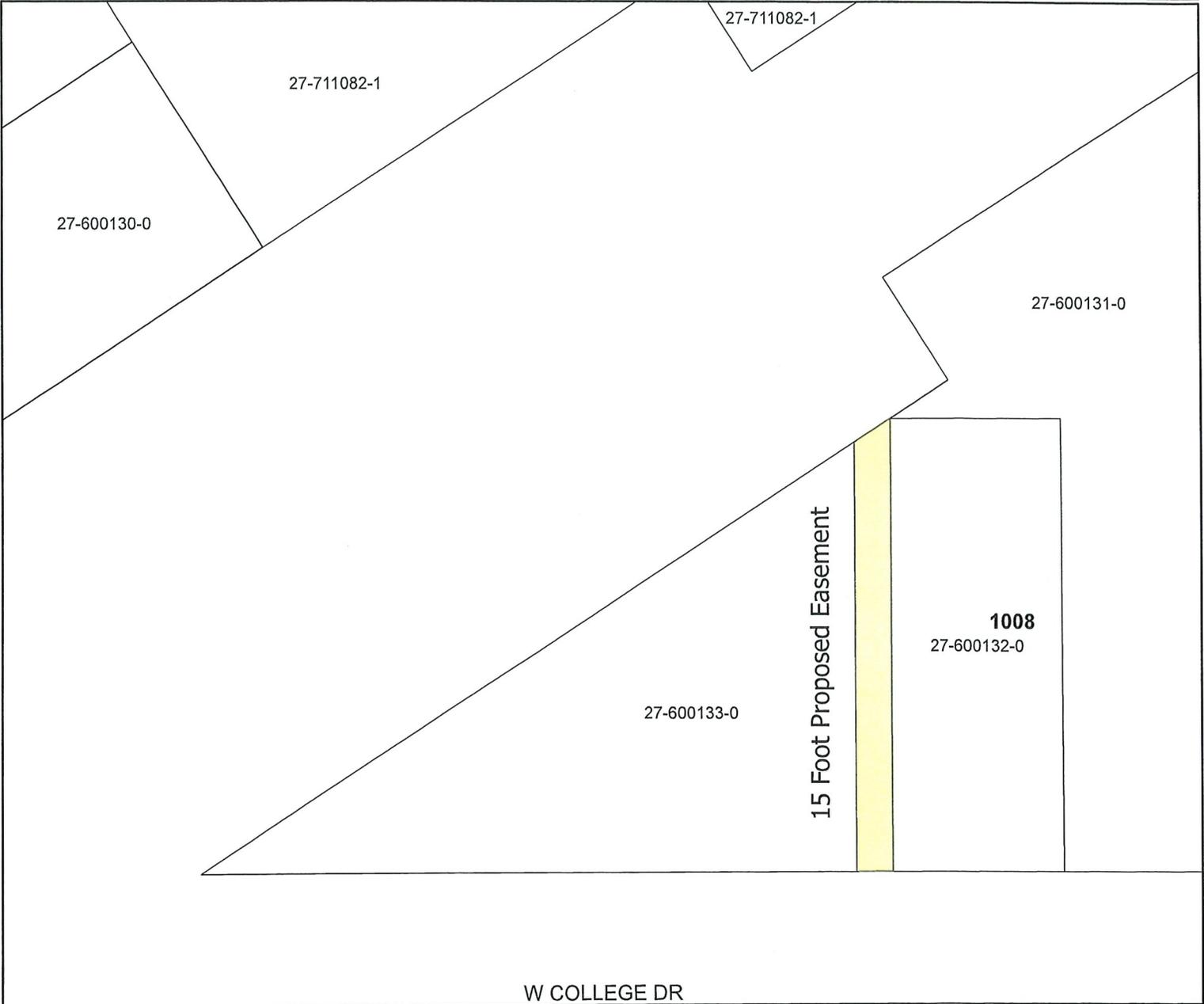
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

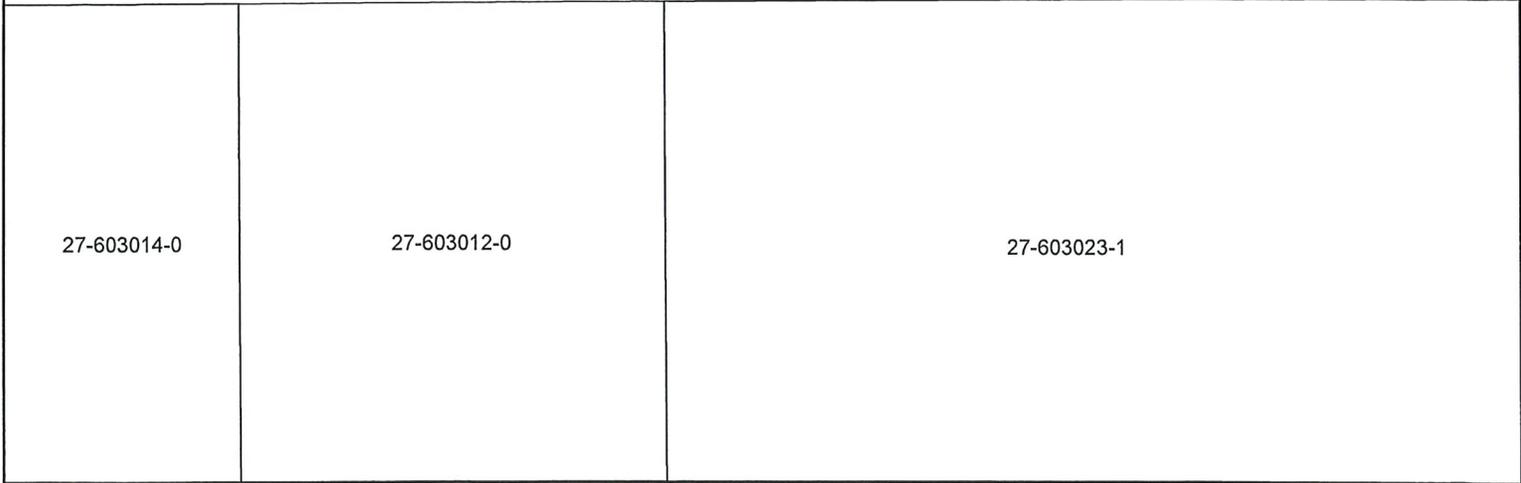
Drafted by:     Marshall Municipal Utilities  
                  113 4th Street South  
                  Marshall, Minnesota 56258-1223



# Marshall Municipal Utilities - Property Easements



W COLLEGE DR



Item 8. Parcels Proposed Easements



CHANNEL PKWY STOCKHOLM AVE  
MED ST  
DIN FIELD RD  
7

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**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Award of Proposal for Wastewater Sanitary Manhole Sealing and Relining Project
<b>Background Information:</b>	The Wastewater Department has been annually relining some of the worst sanitary manholes that have become deteriorated due to age and hydrogen sulfide. These are in poor structural shape and leaking ground water into the sanitary system. We have found a relining system that is working very well and is much cheaper than replacing the manholes. Once relined, the manholes should have a long life expectancy. Each year, an amount is budgeted to line or repair several manholes out of the WWTF Equipment Repair & Maintenance line item. We have been doing this since 2018 with good results.
<b>Fiscal Impact:</b>	The 2023 Wastewater budget includes \$60,000 in Equipment Repair & Maintenance (Account# 602-49500-53415) for this project.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council approve acceptance of the quote from Hiperline of Cokato, Minnesota, for the lining of 3 manholes and grouting of 6 manholes in the amount of \$56,132.86.



**HIPERLINE**  
HIGH PERFORMANCE LINING

# Manhole Quote

**Sold To** Roger Cauwels  
Marshall, MN  
Roger.Cauwels@ci.marshall.mn.us  
[1 \(507\) 530-8002](tel:15075308002)

**Date** 5/17/2023

**PO No.**

Manhole	Location	Depth (ft)	Description of Repair	Mobilization:	Cost
1	10 SW 8	21.20	SpectraShield, Old Precast, Grout High leaks	\$1,800.00	12,826.00
2	10NW26	8.20	Grout Only, Grout Medium leaks		1,180.80
3	10SW4A	8.60	Grout Only, Grout Medium leaks		1,238.40
4	10SW4	9.00	Grout Only, Grout High leaks		1,674.00
5	9SW32	16.80	SpectraShield, Old Precast 5' Diameter, Grout High leaks, Remove Old Liner		14,733.60
6	9SW30	16.90	SpectraShield, Old Precast 5' Diameter, Grout High leaks, Remove Old Liner, Bypass		15,489.30
7	8NE23	13.90	Grout Only, Grout Low leaks		1,459.50
8	5NE4	17.11	Grout Only, Grout High leaks		3,182.46
9	5NE3	17.70	Grout Only, Grout Medium leaks		2,548.80
<b>Total</b>					<b>\$56,132.86</b>

*Clarice  
Nawakama  
Floyd wild  
Drive  
Hwy 23d  
Saratoga  
Southview  
N 11th  
St*

**Notes:**

- A site visit is agreed upon prior to mobilization if deemed necessary by HIPERLINE.
- Owner shall be responsible for providing a disposal site for all debris during the installation of the SpectraShield Liner System. This debris shall include, but not be limited to sand, chipped concrete, old linings, effluents, etc.
- Invoice(s) will be based upon field measurements and may increase or decrease the actual invoice/contract/purchase order amount accordingly.
- Our invoices are NET 30 DAYS, no retainage. A 1.5% interest charge per month for invoices over 30 days will apply.
- Sanitary sewer manholes include our industry leading 10 year warranty; storm sewer structures come with a standard 1 year warranty
- Removing manhole steps is part of the standard process unless noted otherwise
- If excessive grouting/leak-stopping is required (more than 1 workday), we will notify customer before proceeding. Additional grouting rates are \$300 per hour for the truck and crew, \$100 per gallon of grout, and \$25 per tube of grout

**Customer Name**

\_\_\_\_\_

**Customer Signature**

\_\_\_\_\_

**Send Invoice To**

\_\_\_\_\_

10SW4 is currently figured for only grouting but should be SpectraShield Lined if budget allows. To line this structure it would be an additional cost of \$3,771.00.

**Additional Notes:**

Throughout the surface preparation process if Hiperline determines a particular structure is too corroded to successfully rehabilitate the structure, Hiperline will notify the owner and the owner will only be invoiced a crew rate of \$350 per hour for the time the crew spent at that particular structure. If the owner would like Hiperline to install the SpectraShield Liner regardless, then for that particular structure our standard 10 year warranty will not apply and the specific structure will not come with a warranty.

**Thanks for the Opportunity to Serve You!**

**HIPERLINE 15725 US HWY 12 SW Cokato, MN 55321 320.286.2471**

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Authorizing Execution of Mn/DOT Airport Maintenance & Operation Grant Contract No. 1053293 (SFY 2024-2025)
<b>Background Information:</b>	Attached please find the Resolution of Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract No. 1053293 and a copy of the Airport Maintenance & Operation Grant Contract No. 1053293 from Mn/DOT-Office of Aeronautics. The agreement has been provided to the City Attorney for review and comment.
<b>Fiscal Impact:</b>	The City will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. The City will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER 23-046, which is the Resolution of Authorization to Execute Minnesota Department of Transportation Airport Maintenance and Operation Grant Contract No. 1053293.

**RESOLUTION 23-046**

**AUTHORIZATION TO EXECUTE  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

It is resolved by the City of Marshall as follows:

1. That the state of Minnesota Contract Number 1053293,  
"Airport Maintenance and Operation Grant Contract," at the  
Southwest Minnesota Regional Airport-Marshall/Ryan Field is accepted.
2. That the \_\_\_\_\_ and \_\_\_\_\_ are  
(Mayor, Chairperson, President, etc.) (Clerk, Auditor, Secretary, etc.)  
authorized to execute this Contract and any amendments on behalf of the  
City of Marshall.

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF LYON

I certify that the above Resolution is a true and correct copy of the Resolution adopted by the

\_\_\_\_\_  
(Name of the Recipient)

at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
as shown by the minutes of the meeting in my possession.

Signature: \_\_\_\_\_  
(Clerk or Equivalent)

CORPORATE SEAL

/OR/

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**STATE OF MINNESOTA**  
**AIRPORT MAINTENANCE AND OPERATION GRANT CONTRACT**

**State Project Number (S.P.):** A4201-MO24  
**State Project Number (S.P.):** A4201-MO25

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”) and City of Marshall acting through its City Council (“Recipient”).

**RECITALS**

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1. Minnesota Statutes §§360.015 and 360.305 authorize State to provide financial assistance to airports for maintenance and operation activities.
2. Recipient owns, operates, or controls an airport (“Airport”) in the state system, and Recipient desires financial assistance from the State for maintenance and operation activities for State Fiscal Year 2024 and State Fiscal Year 2025.
3. Recipient represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the State.

**CONTRACT TERMS**

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**1. Term of Contract and Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1, 2023, or the date State obtains all required signatures under Minnesota Statutes §16B.98, subdivision 5, whichever is later. As required by Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Recipient until this contract is fully executed.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2025.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, but not limited to, the following clauses: 9. Indemnification; 10. State Audits; 11. Government Data Practices; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.

**2. Recipient’s Duties**

- 2.1. Recipient will operate and maintain the Airport in a safe, serviceable manner for aeronautical purposes only for the use and benefit of the public.
- 2.2. The Recipient will keep the runway and the area around the lights mowed at the Airport. The grass must be mowed at least 7 feet beyond the lights, and the grass must not exceed 6 inches in height on the landing area. The areas around any navigational aids will be mowed and plowed to keep the area clear for access by a vehicle.
- 2.3. If the Airport remains operational during the winter months, the Recipient will keep at least one runway, associated taxiway, and apron area cleared of snow and ice to the same priority as arterial roads. Snow banks must be limited in height so that aircraft wings, engines, and propellers will clear them. Landing strip markers and/or lights must remain visible.

- 2.4. If the State contracts for the periodic paint striping of the Airport's runways and taxiways during the term of this Contract, the Recipient will cooperate with the marking operation. The Recipient must coordinate seal coat pavement maintenance projects with the State to maximize the pavement marking life.
- 2.5. The Recipient will allow a representative of the State's Office of Aeronautics access to any area of the Airport necessary for the purpose of periodic inspections.
- 2.6. The Recipient will promptly pay all utility bills, including those required for navigational aids.

### 3. Recipient's Assurances

- 3.1. In accordance with Minnesota Statutes § 360.305, subdivision 4, Recipient assures the State that Recipient will operate and maintain the Airport in a safe, serviceable manner for public aeronautical purposes only for a period of one year from the date the Recipient receives final reimbursement under this contract.
- 3.2. Recipient represents and warrants that Recipient has established a zoning authority for the Airport, and such authority has completed, or is in the process of and will complete, with due diligence, an airport zoning ordinance in accordance with Minnesota Statutes §§ 360.061 to 360.074.
- 3.3. Recipient will comply with all required grants management policies and procedures set forth through Minnesota Statutes §16B.97, Subd. 4 (a) (1).

### 4. Third-Party Contracting

- 4.1. Recipient will comply with all applicable local, state, or federal laws, regulations, policies and procedures in the procurement of goods and services funded in whole or in part under this Contract.

### 5. Consideration and Payment

- 5.1. **Consideration.** State will pay for all eligible telecommunication, maintenance, and operation costs incurred by Recipient under this Contract as follows:
  - 5.1.1. **Basis.** Recipient will be reimbursed for 100% of telecommunication costs associated with the operation of state-owned navigational aids. Recipient will be paid for 75% of all other eligible maintenance and operation costs not reimbursed by any other source. Eligible maintenance and operations costs will be determined at the sole discretion of State's Authorized Representative.
  - 5.1.2. **Telecommunication Amount.** State has currently obligated \$0.00 in each State fiscal year to reimburse eligible telecommunication costs at 100%.
  - 5.1.3. **Maintenance and Operation Amount.** State has currently obligated \$91,027.00 in each State fiscal year to reimburse other eligible costs at 75%.
  - 5.1.4. **Total Obligation.** The total obligation of State for all compensation and reimbursements to Recipient under this contract will not exceed \$182,054.00 (State fiscal years 2024 and 2025).
- 5.2. **Payment.**
  - 5.2.1. **Invoices.** The Recipient must submit a reimbursement request of its eligible costs to the Director of the Office of Aeronautics on a quarterly basis or as directed by State's Authorized Representative. The State's Office of Aeronautics will supply the reimbursement request forms which Recipient must submit. Reimbursement requests must be submitted according to the following schedule:
    - On or after October 1, **and no later than November 15**, for the period July 1 through September 30.
    - On or after January 1, **and no later than February 15**, for the period October 1 through December 31.
    - On or after April 1, **and no later than May 15**, for the period January 1 through March 31.
    - On or after July 1, **and no later than August 15**, for the period April 1 through June 30.

The State may reject costs that the State determines are not eligible maintenance and operations expenses.
  - 5.2.2. **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 5.2.3. **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Recipient's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Recipient within ten days of discovering the error. After State receives the corrected invoice, State will pay Recipient within 30 days of receipt of such invoice.
- 5.2.4. **Grant Monitoring Visit and Financial Reconciliation.** If State's total obligation is greater than \$50,000 in section 5.1.4, above, during the period of performance the State will make at least one monitoring visit and conduct annual financial reconciliations of Recipient's expenditures. The State's Authorized Representative will notify Recipient's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Recipient staff members should be present. Recipient will be provided notice prior to any monitoring visit or financial reconciliation. Following a monitoring visit or financial reconciliation, Recipient will take timely and appropriate action on all deficiencies identified by State. At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Recipient.
- 5.2.5. **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

## 6. Conditions of Payment

- 6.1. All services provided by Recipient under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Recipient will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law. In addition to the foregoing, Recipient will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

## 7. Authorized Representatives

- 7.1. **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Jenny Bahneman, Grants Specialist Coordinator  
 Address: Office of Aeronautics,  
 395 John Ireland Boulevard, Mail Stop 410  
 Saint Paul, Minnesota 55155  
 E-Mail: jenny.bahneman@state.mn.us

State's Authorized Representative or his /her successor, will monitor Recipient's performance and has the authority to accept or reject the services provided under this contract. If the Recipient's duties are performed in a satisfactory manner, the State's Authorized Representative will accept each reimbursement request submitted for payment.

- 7.2. **Recipient's Authorized Representative.** Recipient's Authorized Representative will be:

Name/Title: Karla Drown, Finance Director  
 Address: 344 West Main Street, Marshall, MN 56258  
 Telephone: (507) 537-6763  
 E-Mail: Karla.Drown@ci.marshall.mn.us

If Recipient's Authorized Representative changes at any time during this contract, Recipient must immediately notify State.

## 8. Assignment, Amendments, Waiver and Contract Complete

- 8.1. **Assignment.** Recipient may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 8.2. **Amendments.** An amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 8.3. **Waiver.** If State fails to enforce any provision of this contract that failure does not waive the provision or State's right to subsequently enforce it.
- 8.4. **Contract Complete.** This contract contains all prior negotiations and agreements between State and Recipient. No other prior understanding regarding this contract, whether written or oral, may be used to bind either party.
- 8.5. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.6. **Certification.** By signing this Agreement, the Recipient certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Indemnification

- 9.1. In the performance of this contract by Recipient, or Recipient's agents or employees, and to the extent permitted by law, Recipient must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Recipient's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Recipient may have for State's failure to fulfill its obligation pursuant to this contract.

## 10. State Audits

- 10.1. Under Minnesota Statutes § 16B.98, Subd.8, the Recipient's books, records, documents, and accounting procedures and practices of Recipient, or other party relevant to this grant contract or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract or receipt and approval of all final reports, whichever is later. Recipient will take timely and appropriate action on all deficiencies identified by an audit.

## 11. Government Data Practices

- 11.1. Recipient and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Recipient under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Recipient or State. If Recipient receives a request to release the data referred to in this Clause, Recipient must immediately notify State and consult with State as to how Recipient should respond to the request. Recipient's response to the request must comply with applicable law.

## 12. Workers' Compensation

- 12.1. Recipient certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 13. Governing Law, Jurisdiction and Venue

- 13.1. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings arising out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 14. Data Disclosure

- 14.1. Under Minnesota Statutes §270C.65, and other applicable law, Recipient consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Recipient to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

#### 15. Termination and Suspension

- 15.1. **Termination by the State.** The State may terminate this contract with or without cause, upon 30 days written notice to the Recipient. Upon termination, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this contract, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Recipient has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 15.3. **Termination for Insufficient Funding.** The State may immediately terminate this contract if: It does not obtain funding from the Minnesota Legislature; or If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Recipient. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Recipient will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Recipient notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 15.4. **Suspension.** The State may immediately suspend this contract in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Recipient during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

#### 16. Discrimination Prohibited by Minnesota Statutes §181.59

- 16.1. Recipient will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

#### 17. Limitation.

- 17.1. Under this contract, the State is only responsible for disbursing funds. Nothing in this contract will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for

administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this contract.

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.\*

Signed: \_\_\_\_\_

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

SWIFT Contract (SC) ID No. \_\_\_\_\_

Purchase Order (PO) ID No. \_\_\_\_\_

\*PO staged and to be encumbered with future State fiscal year funds.

**RECIPIENT**

Recipient certifies that the appropriate person(s) have executed Contracts on behalf of Recipient as required by applicable articles, bylaws or resolutions.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

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

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

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

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Project ST-032: Lot 2, Block 1, Schwan's Corp I Addition Parking Lot Repaving Improvements Project (Ralco) - Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
<b>Background Information:</b>	<p>This project consists of: the installation of a new 6" concrete pavement surface over the existing, in-place, aggregate base section. To accommodate the new pavement surface, the existing bituminous pavement surface will be removed and the spot-removal of existing curb and gutter will be completed as needed to ensure positive drainage. The existing curb and gutter and drainage structures will remain in-place to the maximum extent practicable. Additional aggregate base may be added to the in-place aggregate base section as needed to ensure proper grade on the new parking lot surface. Additional curb and gutter and concrete sidewalk replacement may be completed on the southeast side of the parking lot area to provide better definition between the parking and walking areas, and to promote positive drainage.</p> <p>Knochenmus Enterprises has requested the repaving of the parking lot during the 2023 construction season with a six-inch concrete surface. Reimbursement to the City for these costs will be through our normal and ordinary assessment procedures.</p> <p>At their meeting on May 9, 2023, Council approved the Lease Agreement for a downtown parking lot for public use. At the following meeting on May 23, 2023, Council approved the Petition and Waiver Agreement as Exhibit B to said Lease Agreement.</p> <p>The plans and specifications have been prepared by City staff for the above-referenced project. If the City Council decides to proceed with this project, a resolution has been prepared approving the plans and specifications and ordering advertisement for bids.</p>
<b>Fiscal Impact:</b>	The concrete construction project will be 100% assessed to the owner, Knochenmus Enterprises, LLC with the special assessments paid back over eight years and bearing interest at a rate of two points over the bond rate. The assessment period and interest rate are consistent with existing special assessments and the fee schedule, respectively. A portion of the 2023 abatement bonds issued were for this parking lot project. Current estimated construction cost is between \$280,000 to \$325,000.
<b>Alternative/ Variations:</b>	No alternative recommended.
<b>Recommendations:</b>	that the Council adopt the Resolution 23-047, which is the "Resolution Approving Plans and Specifications and Ordering Advertisement for Bids" for Project ST-032.

**RESOLUTION NUMBER 23-047**

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

WHEREAS, pursuant to the "Petition and Waiver Agreement" approved by City Council on May 23, 2023, between the City of Marshall and Knochenmus Enterprises, LLP, the City Engineer has prepared plans and specifications under the following project in the following location and has presented such plans and specifications to the Council for approval.

**PROJECT ST-032: LOT 2, BLOCK 1, SCHWAN'S CORP I ADDITION PARKING LOT IMPROVEMENTS PROJECT (RALCO)** - This project consists of: the installation of a new 6" concrete pavement surface over the existing, in-place, aggregate base section. To accommodate the new pavement surface, the existing bituminous pavement surface will be removed and the spot-removal of existing curb and gutter will be completed as needed to ensure positive drainage. The existing curb and gutter and drainage structures will remain in-place to the maximum extent practicable. Additional aggregate base may be added to the in-place aggregate base section as needed to ensure proper grade on the new parking lot surface. Additional curb and gutter and concrete sidewalk replacement may be completed on the southeast side of the parking lot area to provide better definition between the parking and walking areas, and to promote positive drainage.

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

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

Passed and adopted by the Council this 13<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jim Marshall
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare bicycles as surplus property for the Marshall Police Department.
<b>Background Information:</b>	There are 57 bicycles that have been abandoned or seized by the Marshall Police Department and have gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	These bicycles will be sold, donated or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That the bicycles be declared as surplus property by the City of Marshall.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jim Marshall
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider authorization to declare vehicle as surplus property for the Marshall Police Department.
<b>Background Information:</b>	This vehicle has been abandoned or seized by the Marshall Police Department and has gone through the notification processes and required periods for disposal.
<b>Fiscal Impact:</b>	This vehicle will be auctioned on-line at the state site, sold, or will be taken to Alters for disposal.
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	That this vehicle be declared as surplus property by the City of Marshall.

23-4560	11 Chevy Malibu	FJU 131	1G1ZA5E13BF111573	Abandoned	PD	LEC	General
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**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	MERIT Center Bonding Request
<b>Background Information:</b>	<p>Initial efforts to develop the Minnesota Emergency Response and Industrial Training (MERIT) Center began in 1997. Training props, classrooms, equipment bays, storage areas and driving track were developed to deliver training opportunities to emergency responders and industrial workers throughout the region.</p> <p>Today, the MERIT Center serves as a regional fire, rescue, and industrial training facility that continues to bring in high level training to our region. Mandated training required by law has increased and so has the need for career developmental training for law enforcement and emergency services.</p> <p>In 2023, the MERIT Center received \$2.25 million from the State of Minnesota Management and Budget Office to aid in the construction of phase 3 of the MERIT Center project. The funding received is not enough to complete all aspects of the phase 3 project which included the completion of the firearms training range and live burn prop.</p> <p>Discussion with the Minnesota Management and Budget Office has been positive in the past, and we plan to submit an additional bonding request to complete phase 3 of the Strategic Business Plan for the MERIT Center which would include a live burn prop. The amount requested will be 3 million dollars. The approved resolution would be attached to the state bond funding application for the MERIT Center expansion.</p>
<b>Fiscal Impact:</b>	
<b>Recommendations:</b>	Consider approving the resolution supporting the state bond funding application for the Minnesota Emergency Response and Industrial Training Center expansion.

**RESOLUTION NUMBER 23-048**

**A RESOLUTION IN SUPPORT OF THE STATE BOND FUNDING APPLICATION FOR THE MINNESOTA EMERGENCY RESPONSE AND INDUSTRIAL TRAINING (MERIT) CENTER EXPANSION**

**WHEREAS**, the Minnesota Emergency Response and Industrial Training (MERIT) Center is a regional workforce public safety and industry training center serving a primary trade area of 19 Counties in Southwest Minnesota; and

**WHEREAS**, the City of Marshall owns and operates the facility that was designed as a Tier II Training Center in the State of Minnesota Department of Public Safety State Training Facility Plan (2010) of which the MERIT Center was recommended as one of four state-funded training facility sites to receive ongoing funding; and

**WHEREAS**, the original facilities of the MERIT Center were constructed in 2000 and have had several expansions since that time; and

**WHEREAS**, the 2008 Interact Business Plan for the MERIT Center has identified a priority need and significant usage of the proposed expanded facilities; and

**WHEREAS**, the project has regional and statewide significance; and

**WHEREAS**, a local funding source is dedicated for the project from local sales taxes that have been approved by voters and the City Council; and

**WHEREAS**, the pre-design for the facility are in-process for shovel ready construction if and when these State bond funds are approved by the Legislature and Governor; and

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL, MINNESOTA supports the State Bonding Request application for the Minnesota Emergency Response and Industrial Training Center Expansion in the amount of \$3.0 million.

Passed by the City Council of Marshall, Minnesota this 13th day of June, 2023.

\_\_\_\_\_  
Mayor

Attested:

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

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Karla Drown
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	CONSENT AGENDA
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider approval of the bills/project payments
<b>Background Information:</b>	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	The following bills and project payments be authorized for payment.



Marshall, MN

# Council Check Report

By Vendor Name

Date Range: 05/26/2023 - 06/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-REG AP</b>						
0567	ALEX AIR APPARATUS 2 LLC	05/26/2023	EFT	0.00	285.70	13104
0578	AMAZON CAPITAL SERVICES	05/26/2023	EFT	0.00	109.54	13105
0578	AMAZON CAPITAL SERVICES	06/02/2023	EFT	0.00	587.50	13166
3761	AMERICAN BOTTLING CO.	05/26/2023	Regular	0.00	251.46	122852
5837	ANDERSON, JASON	06/02/2023	EFT	0.00	80.00	13167
7117	ANDERSON, STEVEN	06/02/2023	EFT	0.00	104.00	13168
0630	ARCTIC GLACIER	05/26/2023	Regular	0.00	1,059.42	122853
0629	ARNOLD MOTOR SUPPLY	05/26/2023	EFT	2.94	144.15	13106
5327	BAUMANN, ADAM	06/02/2023	EFT	0.00	30.00	13169
4764	BCA TRAINING	05/26/2023	Regular	0.00	75.00	122854
1126	BDG INC.	05/26/2023	EFT	0.00	1,014.10	13107
0682	BEACON ATHLETICS LLC	05/26/2023	EFT	0.00	310.00	13108
0688	BELLBOY CORPORATION	05/26/2023	EFT	0.00	3,060.45	13109
0688	BELLBOY CORPORATION	06/02/2023	EFT	0.00	2,606.25	13170
0689	BEND RITE CUSTOM FABRICATION, INC.	05/26/2023	Regular	0.00	573.24	122855
0689	BEND RITE CUSTOM FABRICATION, INC.	06/02/2023	Regular	0.00	150.08	122885
5173	BERGESON, DAWN	05/26/2023	Regular	0.00	794.00	122856
0699	BEVERAGE WHOLESALERS, INC.	05/26/2023	Regular	0.00	35,206.81	122857
0699	BEVERAGE WHOLESALERS, INC.	06/02/2023	Regular	0.00	50,531.16	122886
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	05/26/2023	Bank Draft	0.00	6,535.81	DFT0002953
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	05/26/2023	Bank Draft	0.00	1,031.97	DFT0002954
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	05/26/2023	Bank Draft	0.00	52,802.62	DFT0002955
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	05/26/2023	Bank Draft	0.00	5,462.34	DFT0002956
6909	BLUE CROSS & BLUE SHIELD OF MINNESOTA	06/02/2023	Bank Draft	0.00	8,659.08	DFT0002983
7097	BLUESTEM PRODUCTS LLC	05/26/2023	EFT	0.00	390.00	13110
0726	BORCH'S SPORTING GOODS, INC.	05/26/2023	EFT	0.00	77.99	13111
0018	BORDER STATES INDUSTRIES, INC.	05/26/2023	EFT	0.00	49.91	13112
0018	BORDER STATES INDUSTRIES, INC.	06/02/2023	EFT	0.00	657.56	13171
3829	BRAU BROTHERS	05/26/2023	EFT	0.00	964.00	13113
3829	BRAU BROTHERS	06/02/2023	EFT	0.00	81.00	13172
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	05/26/2023	Regular	0.00	867.34	122859
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR	06/02/2023	Regular	0.00	9,820.01	122888
5696	BROTHERS FIRE PROTECTION	06/02/2023	EFT	0.00	1,200.00	13173
3568	BRUNSVOLD, QUENTIN	06/02/2023	EFT	0.00	30.00	13174
6857	BRUSVEN, KATHERINE	05/26/2023	EFT	0.00	205.67	13114
2431	BUELTEL-MOSENG LAND SURVEYING, INC	05/26/2023	EFT	0.00	450.00	13115
0728	BUFFALO RIDGE CONCRETE, INC	06/02/2023	EFT	0.00	1,746.00	13175
0378	BUYASSE, JASON	06/02/2023	EFT	0.00	30.00	13176
0380	CALLENS, DAVID	05/26/2023	EFT	0.00	135.60	13116
0380	CALLENS, DAVID	06/02/2023	EFT	0.00	30.00	13177
5352	CAMDEN INSURANCE AGENCY	05/26/2023	Regular	0.00	100.00	122861
6791	CAPITAL ONE	05/26/2023	Regular	0.00	77.09	122862
6791	CAPITAL ONE	06/02/2023	Regular	0.00	39.49	122889
7164	CARD CONNECT/MERCHANT BANK CD	06/05/2023	Bank Draft	0.00	2,846.37	DFT0003015
0802	CARLSON & STEWART REFRIGERATION, INC.	05/26/2023	EFT	0.00	8,097.10	13117
0815	CATTOOR OIL COMPANY, INC	06/02/2023	EFT	0.00	3,000.00	13178
0818	CAUWELS, ROGER	06/02/2023	EFT	0.00	30.00	13179
5860	CENTRAL STATES GROUP	05/26/2023	Regular	0.00	101.39	122863
5860	CENTRAL STATES GROUP	06/02/2023	Regular	0.00	104.96	122890
2034	CHANGE FUND	05/26/2023	Regular	0.00	550.00	122864
7165	CITY HIVE, INC.	06/01/2023	Bank Draft	0.00	53.35	DFT0002980
0384	COUDRON, DEAN	06/02/2023	EFT	0.00	30.00	13180
0934	D & G EXCAVATING INC	05/26/2023	EFT	0.00	1,152.00	13118
0934	D & G EXCAVATING INC	06/02/2023	EFT	0.00	785.36	13181

Council Check Report

Date Range: 05/26/2023 - 06/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3819	DACOTAH PAPER CO	05/26/2023	EFT	7.86	777.41	13119
3819	DACOTAH PAPER CO	06/02/2023	EFT	3.49	357.09	13182
7102	DAHLHEIMER BEVERAGE	06/02/2023	EFT	0.00	3,973.15	13183
0966	DELTA DENTAL OF MINNESOTA	05/26/2023	Bank Draft	0.00	5,363.00	DFT0002965
0966	DELTA DENTAL OF MINNESOTA	06/02/2023	Bank Draft	0.00	1,183.36	DFT0002982
4794	DEPOVER, PERRY	05/26/2023	EFT	0.00	209.82	13120
0975	DEPUTY REGISTRAR #32	05/26/2023	Regular	0.00	69.75	122865
6472	DEUTZ, LAUREN	06/02/2023	EFT	0.00	80.00	13184
5731	DOLL DISTRIBUTING LLC	05/26/2023	EFT	0.00	10,517.57	13121
5731	DOLL DISTRIBUTING LLC	06/02/2023	EFT	0.00	19,400.10	13185
1020	DUININCK, INC.	05/26/2023	EFT	0.00	50.00	13122
1020	DUININCK, INC.	06/02/2023	EFT	0.00	150.00	13186
6822	FALLINE, BRIAN	06/02/2023	Regular	0.00	3,500.00	122891
1090	FASTENAL COMPANY	05/26/2023	EFT	0.00	380.12	13123
1090	FASTENAL COMPANY	06/02/2023	EFT	0.00	206.79	13187
7073	FIXEN CHIROPRACTIC	05/26/2023	EFT	0.00	120.00	13124
1158	GALLS INC	05/26/2023	EFT	0.00	237.97	13125
1158	GALLS INC	06/02/2023	EFT	0.00	2,071.90	13188
1199	GRAHAM TIRE AND AUTOMOTIVE SERVICES	05/26/2023	Regular	0.00	94.65	122866
1201	GRAINGER INC	06/02/2023	EFT	0.00	51.62	13189
1208	GREAT PLAINS NATURAL GAS COMPANY	06/07/2023	Bank Draft	0.00	9,208.86	DFT0003020
6269	HANSON, SHARON	06/02/2023	EFT	0.00	78.21	13190
7145	HARTFORD LIFE AND ACCIDENT INSURANCE COM	05/26/2023	Bank Draft	0.00	288.08	DFT0002960
1256	HAWKINS INC	06/02/2023	EFT	0.00	15,527.34	13191
7273	HINTERLAND VINEYARDS	05/26/2023	Regular	0.00	494.00	122867
1291	HOFFMAN FILTER SERVICE	05/26/2023	Regular	0.00	60.00	122868
5515	HOFFMANN, RYAN	06/02/2023	EFT	0.00	30.00	13192
6324	HOOK, MATT	06/02/2023	EFT	0.00	50.00	13193
0546	HOPE HAVEN INC	05/26/2023	EFT	0.00	2,319.23	13103
1311	HYVEE FOOD STORES INC	05/26/2023	Regular	0.00	208.95	122869
1325	ICMA RETIREMENT TRUST #300877	05/26/2023	EFT	0.00	50.00	13126
5546	INDIAN ISLAND WINERY	05/26/2023	Regular	0.00	1,567.68	122870
1358	INTERNAL REVENUE SERVICE	05/26/2023	Bank Draft	0.00	29,529.94	DFT0002969
1358	INTERNAL REVENUE SERVICE	05/26/2023	Bank Draft	0.00	24,535.02	DFT0002970
1358	INTERNAL REVENUE SERVICE	05/26/2023	Bank Draft	0.00	9,043.22	DFT0002971
1399	JOHNSON BROTHERS LIQUOR COMPANY	05/26/2023	EFT	0.00	6,622.43	13128
1399	JOHNSON BROTHERS LIQUOR COMPANY	06/02/2023	EFT	0.00	13,712.01	13195
2036	JOHNSON BROTHERS LIQUOR COMPANY	05/26/2023	EFT	0.00	13,359.65	13130
2036	JOHNSON BROTHERS LIQUOR COMPANY	06/02/2023	EFT	0.00	9,720.90	13196
2605	JOHNSON BROTHERS LIQUOR COMPANY	05/26/2023	EFT	0.00	878.53	13127
2605	JOHNSON BROTHERS LIQUOR COMPANY	06/02/2023	EFT	0.00	1,688.39	13194
5447	JOHNSON BROTHERS LIQUOR COMPANY	05/26/2023	EFT	0.00	2,377.60	13129
5447	JOHNSON BROTHERS LIQUOR COMPANY	06/02/2023	EFT	0.00	1,043.55	13197
1409	JP COOKE CO	05/26/2023	EFT	0.00	154.94	13131
1417	KENNEDY & GRAVEN, CHARTERED	05/26/2023	EFT	0.00	4,066.72	13132
1417	KENNEDY & GRAVEN, CHARTERED	06/02/2023	EFT	0.00	5,912.00	13198
7276	KENT'S AUTO BODY, INC	06/02/2023	Regular	0.00	27,096.28	122892
5095	KIBBLE EQUIPMENT LLC	05/26/2023	EFT	0.00	151.99	13133
5095	KIBBLE EQUIPMENT LLC	06/02/2023	EFT	0.00	186.12	13199
0450	KOPITSKI, JASON	06/02/2023	EFT	0.00	30.00	13200
5377	KRUK, CHRISTOPHER	06/02/2023	EFT	0.00	30.00	13201
6629	KURITA AMERICA INC	05/26/2023	EFT	0.00	6,660.00	13134
6183	LEE, JERRED	06/02/2023	EFT	0.00	30.00	13202
7177	LOUWAGIE, BRANDON MICHAEL	05/26/2023	EFT	0.00	1,103.91	13135
6323	LUTHER, ERIC	06/02/2023	EFT	0.00	30.00	13203
3816	LUTHERAN SOCIAL SERVICES	06/02/2023	Regular	0.00	20.00	122893
6878	LYON COUNTY ABSTRACT AND TITLE	05/26/2023	Regular	0.00	400.00	122871
1531	LYON COUNTY AUDITOR-TREASURER	05/26/2023	EFT	0.00	1,629.74	13136
1575	MAILBOXES & PARCEL DEPOT	05/26/2023	EFT	0.00	19.06	13137
1616	MARSHALL CONVENTION & VISITORS BUREAU	06/02/2023	EFT	0.00	7,000.00	13204
4922	MARSHALL HS GIRLS TRACK & FIELD BOOSTERS	05/26/2023	Regular	0.00	1,000.00	122872

Council Check Report

Date Range: 05/26/2023 - 06/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1623	MARSHALL INDEPENDENT, INC	05/26/2023	Regular	0.00	1,244.55	122873
5813	MARSHALL LUMBER CO	05/26/2023	EFT	0.00	232.37	13138
5813	MARSHALL LUMBER CO	06/02/2023	EFT	0.00	95.32	13205
1633	MARSHALL MUNICIPAL UTILITIES	05/26/2023	EFT	0.00	2,020.25	13139
0460	MARSHALL, JAMES	06/02/2023	EFT	0.00	80.00	13206
6733	MARTI, GEORGE & PAULA	05/26/2023	Regular	0.00	885.60	122875
6586	MCDYER TOOLS	06/02/2023	Regular	0.00	497.45	122894
7077	MEDSURETY, LLC	05/26/2023	Bank Draft	0.00	10,473.55	DFT0002963
7077	MEDSURETY, LLC	05/26/2023	Bank Draft	0.00	6,708.76	DFT0002968
7077	MEDSURETY, LLC	05/26/2023	Bank Draft	0.00	312.52	DFT0002978
7077	MEDSURETY, LLC	06/06/2023	Bank Draft	0.00	282.00	DFT0003017
7077	MEDSURETY, LLC	05/31/2023	Bank Draft	0.00	136.31	DFT0003019
6025	MELLENTHIN, CODY	06/02/2023	EFT	0.00	30.00	13207
4980	MENARDS INC	05/26/2023	EFT	0.00	1,132.62	13140
4980	MENARDS INC	06/02/2023	EFT	0.00	135.42	13208
3971	MEULEBROECK, ANDY	06/02/2023	EFT	0.00	30.00	13209
0095	MINNESOTA CITY/COUNTY MANAGEMENT ASSOC	05/26/2023	Regular	0.00	201.18	122876
1818	MINNESOTA DEPARTMENT OF REVENUE	05/26/2023	Bank Draft	0.00	12,269.40	DFT0002972
3555	MINNESOTA DEPARTMENT OF TRANSPORTATION	05/26/2023	Regular	0.00	294.54	122877
3669	MINNESOTA STATE RETIREMENT SYSTEM	05/26/2023	Bank Draft	0.00	23,221.53	DFT0002966
1757	MN CHILD SUPPORT PAYMENT CENTER	05/26/2023	Bank Draft	0.00	386.70	DFT0002961
1757	MN CHILD SUPPORT PAYMENT CENTER	05/26/2023	Bank Draft	0.00	450.39	DFT0002962
6422	MN STATE LOTTERY	06/01/2023	Bank Draft	0.00	921.21	DFT0002981
6955	MOBERG, E.J.	06/02/2023	EFT	0.00	80.00	13210
1690	MOBILE HEALTH SERVICES LLC	05/26/2023	EFT	0.00	10,201.00	13141
1877	MOTION INDUSTRIES INC	05/26/2023	EFT	1.08	139.06	13142
7272	MVP DISC SPORTS, LLC	05/26/2023	Regular	0.00	7,058.03	122878
2512	NATIONWIDE RETIREMENT	05/26/2023	Bank Draft	0.00	100.00	DFT0002957
1938	NEWMAN SIGNS	05/26/2023	EFT	0.00	187.31	13143
1945	NORM'S GTC	05/26/2023	Regular	0.00	118.61	122879
1945	NORM'S GTC	06/02/2023	Regular	0.00	669.76	122895
7166	NORTHAMERICAN BANCARD/EPX	06/01/2023	Bank Draft	0.00	10,901.33	DFT0002979
7179	NORTHERN AIR CORPORATION	05/26/2023	EFT	0.00	82.63	13144
5891	ONE OFFICE SOLUTION	05/26/2023	EFT	0.00	325.40	13145
5891	ONE OFFICE SOLUTION	06/02/2023	EFT	0.00	4,564.99	13211
5117	PARSONS, DAVE	06/02/2023	EFT	0.00	556.84	13212
1243	PATZERS INC	05/26/2023	EFT	0.00	10.93	13146
1243	PATZERS INC	06/02/2023	EFT	0.00	8.99	13213
2019	PAUSTIS WINE COMPANY	05/26/2023	EFT	0.00	3,498.75	13147
2019	PAUSTIS WINE COMPANY	06/02/2023	EFT	0.00	977.00	13214
7168	PAYLIDIFY/GATEWAY SERVICES	06/06/2023	Bank Draft	0.00	14.30	DFT0003013
7163	PAYLIDIFY/MERCHANT BANK	06/05/2023	Bank Draft	0.00	60.02	DFT0003012
7163	PAYLIDIFY/MERCHANT BANK	06/05/2023	Bank Draft	0.00	463.16	DFT0003014
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	06/02/2023	EFT	0.00	69.50	13215
2028	PERA OF MINNESOTA REG	05/26/2023	Bank Draft	0.00	57,899.01	DFT0002964
7053	PERFORMANCE FOOD GROUP, INC.	05/26/2023	Regular	0.00	73.16	122880
2040	PIONEER	06/02/2023	Regular	0.00	2,497.50	122896
2044	PITNEY BOWES INC	06/07/2023	Bank Draft	0.00	200.00	DFT0003011
2049	PLUNKETTS PEST CONTROL INC	06/02/2023	EFT	0.00	41.82	13216
2064	POWERPLAN	06/02/2023	Regular	0.00	91.83	122897
0477	PRZYBILLA, SCOTT	06/02/2023	EFT	0.00	30.00	13217
2096	QUARNSTROM & DOERING, PA	06/02/2023	EFT	0.00	8,184.71	13218
4826	RIEKE, BENJAMIN	06/02/2023	EFT	0.00	30.00	13219
0481	ROKEH, JASON	06/02/2023	EFT	0.00	30.00	13220
6684	ROLLING FORKS VINEYARDS, LLC	05/26/2023	EFT	0.00	168.00	13148
5867	ROUND LAKE VINEYARDS & WINERY	05/26/2023	EFT	0.00	357.00	13149
5867	ROUND LAKE VINEYARDS & WINERY	06/02/2023	EFT	0.00	707.00	13221
2201	RUNNING SUPPLY, INC	05/26/2023	EFT	0.00	150.38	13150
2201	RUNNING SUPPLY, INC	06/02/2023	EFT	0.00	123.36	13222
5556	SANDGREN, KAYLYNN	06/02/2023	EFT	0.00	30.00	13223
5995	SHADES OF THE PAST OF MARSHALL INC	06/02/2023	Regular	0.00	50.00	122898

Council Check Report

Date Range: 05/26/2023 - 06/13/2023

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7271	SHARE CORPORATION	05/26/2023	EFT	0.00	949.92	13151
6963	SLEEPY EYE BREWING COMPANY LLC	05/26/2023	EFT	0.00	328.20	13152
3495	SMSU	05/26/2023	EFT	0.00	1,000.00	13153
4855	SOUTHERN GLAZER'S	05/26/2023	EFT	0.00	21,124.18	13154
4855	SOUTHERN GLAZER'S	06/02/2023	EFT	0.00	13,366.24	13224
0491	ST AUBIN, GREGORY	06/02/2023	EFT	0.00	30.00	13225
3808	STELTER, GEOFFREY	06/02/2023	EFT	0.00	30.00	13226
4134	STENSRUD, PRESTON	06/02/2023	EFT	0.00	30.00	13227
6800	STOCKWELL ENGINEERS	05/26/2023	EFT	0.00	18,928.00	13155
0495	SWANSON, GREGG	06/02/2023	EFT	0.00	30.00	13228
6277	TALKING WATERS BREWING CO, LLC	06/02/2023	EFT	0.00	625.00	13229
0875	THE COMPUTER MAN INC	05/26/2023	EFT	0.00	1,460.00	13156
0875	THE COMPUTER MAN INC	06/02/2023	EFT	0.00	3,161.27	13230
7184	TRANSAX	06/05/2023	Bank Draft	0.00	53.40	DFT0003016
3342	TRUEDSON, SCOTT	06/02/2023	EFT	0.00	30.00	13231
4402	UPS	05/26/2023	Regular	0.00	7.39	122881
2499	US BANK	06/02/2023	EFT	0.00	500.00	13232
2511	USA BLUE BOOK	05/26/2023	EFT	0.00	1,072.62	13157
3443	VALIC DEFERRED COMP	05/26/2023	Bank Draft	0.00	941.61	DFT0002958
3443	VALIC DEFERRED COMP	05/26/2023	Bank Draft	0.00	1,176.92	DFT0002959
0512	VANLEEUEWE, SARA J.	06/02/2023	EFT	0.00	70.00	13233
4489	VERIZON WIRELESS	05/26/2023	EFT	0.00	465.60	13158
4489	VERIZON WIRELESS	05/26/2023	EFT	0.00	39.02	13159
4489	VERIZON WIRELESS	05/26/2023	EFT	0.00	1,447.15	13160
0164	VESSCO, INC	05/26/2023	EFT	0.00	2,488.71	13161
2538	VIKING COCA COLA BOTTLING CO.	05/26/2023	EFT	0.00	687.70	13162
2538	VIKING COCA COLA BOTTLING CO.	06/02/2023	EFT	0.00	157.05	13234
4594	VINOCOPIA INC	05/26/2023	EFT	0.00	279.44	13163
6085	VOYA - INVESTORS CHOICE	05/26/2023	Bank Draft	0.00	2,340.74	DFT0002967
2550	W.S. DARLEY & CO	05/26/2023	Regular	0.00	161.90	122882
2583	WEST CENTRAL FIRE DEPARTMENT ASSOCIATION	05/26/2023	Regular	0.00	55.00	122883
7274	WILSON & COMPANY, INC., ENGINEERS & ARCHIT	05/26/2023	Regular	0.00	37,700.00	122884
7088	WILSON, SCOTT	05/26/2023	EFT	0.00	72.00	13164
2632	ZIEGLER INC	05/26/2023	EFT	0.00	2,077.16	13165

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	43	0.00	186,419.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	35	35	0.00	285,855.88
EFT's	231	132	15.37	265,279.65
	<b>341</b>	<b>210</b>	<b>15.37</b>	<b>737,554.79</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	75	43	0.00	186,419.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	35	35	0.00	285,855.88
EFT's	231	132	15.37	265,279.65
	<b>341</b>	<b>210</b>	<b>15.37</b>	<b>737,554.79</b>

### Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	5/2023	481,418.48
999	POOLED CASH FUND	6/2023	256,136.31
			<b>737,554.79</b>

CITY OF MARSHALL, MINNESOTA  
 PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS

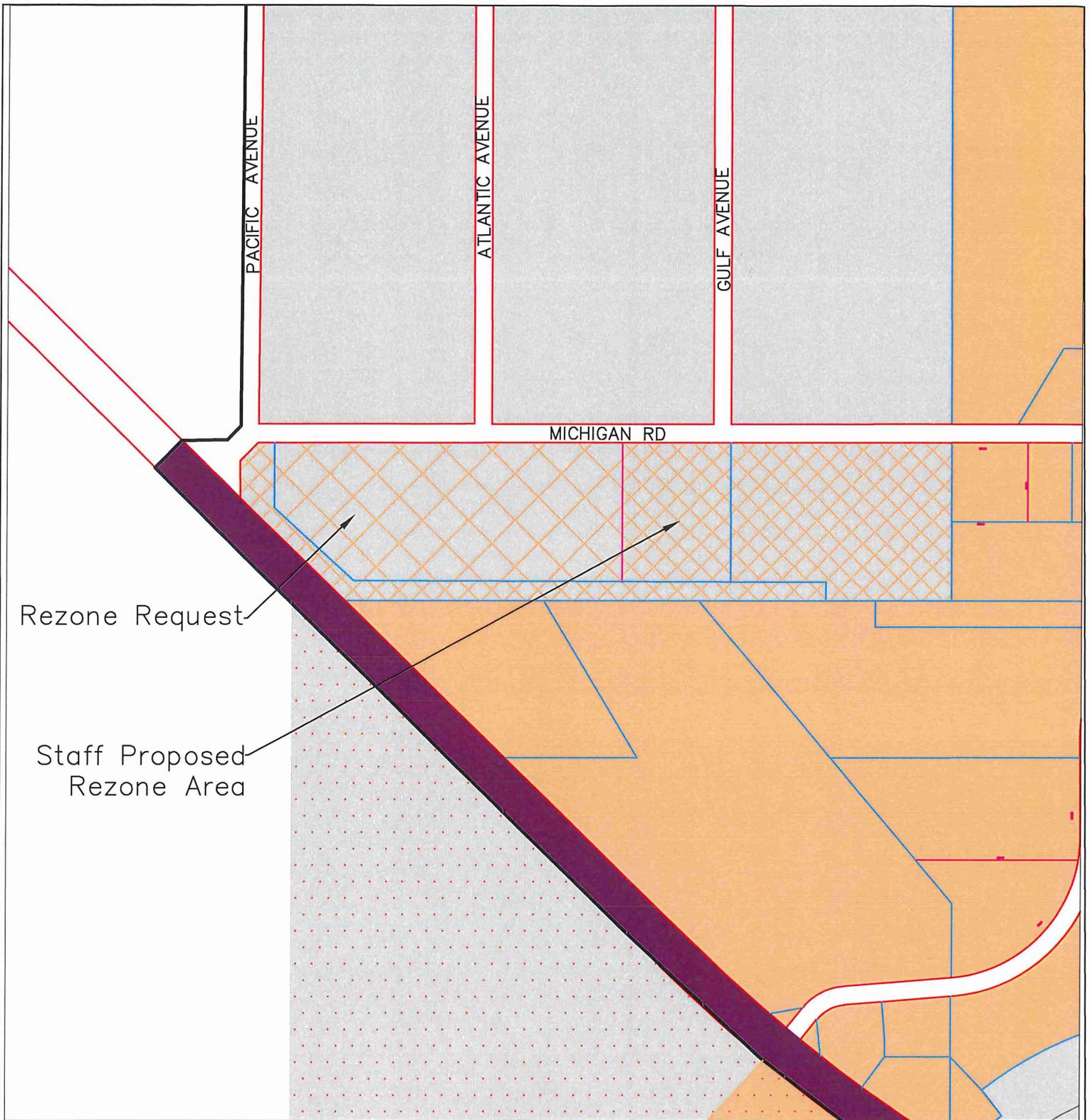
6/9/2023

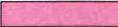
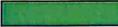
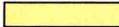
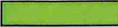
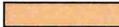
PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	PYMNTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE		
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00	3,039,722.04	2,661,221.96	66,794.00	11,822.00	-	100.00%		
ST-004	480-43300-55170	2/22/2022	Halbur Road Reconstruction	Duininck, Inc	1,142,009.72	27,473.66	1,169,483.38			1,111,479.74	11,227.07	46,776.57	96.00%		
ST-006 (Z79)	495-43300-55130	5/10/2022	School Pedestrian Crossing Improvements	Duininck, Inc	480,250.35	15,028.32	495,278.67			495,278.67	-	(0.00)	100.00%		
ST-002	495-43300-55170	3/14/2023	Bituminous Overlay on Various City Streets	Duininck, Inc	793,285.10		793,285.10					793,285.10	0.00%		
ST-008	401-43300-55170	3/14/2023	Channel Parkway Pavement Replacement	Duininck, Inc	1,374,151.96		1,374,151.96					1,374,151.96	0.00%		
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31		3,845,497.31			616,643.10	244,641.82	45,330.79	23.58%		
SWM-002	630-49600-55170	3/14/2023	Legion Field Road Stormwater Study: Phase 2	Towne & Country Excavating LLC	703,749.60		703,749.60					703,749.60	0.00%		
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00		171,642.00					171,642.00	0.00%		
AP-007	480-43400-55170		Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00			51,540.63		23,459.37	68.72%		
								<u>13,615,786.04</u>	<u>791,861.98</u>	<u>14,407,648.02</u>	<u>3,039,722.04</u>	<u>2,661,221.96</u>	<u>244,641.82</u>	<u>68,379.86</u>	<u>6,051,946.20</u>



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Request for Map Amendment (Rezone) MN State Armory Building Commission at 1103 Michigan Road
<b>Background Information:</b>	<p>This is a request by MN State Armory Building Commission to rezone their property 1103 Michigan Road from A Agricultural District to I-2 General Industrial District for potential development. City staff suggest that all adjacent lots located south of Michigan Road be also similarly rezoned for future development. The new Comprehensive Plan shows this entire area as industrial land use. The adjacent lots south of proposed rezoning are all zoned I-2 General Industrial District.</p> <p>Rezoning procedures are described in Section 86-30 <a href="https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIADEN_DIV1GE_S86-30AM">Amendments</a> <a href="https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIADEN_DIV1GE_S86-30AM">https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIADEN_DIV1GE_S86-30AM</a>. Attached is the rezoned area extent for your reference.</p> <p>At the May 10, 2023, Planning Commission meeting, a public hearing was held, and a motion was made by Doom, second by Pieper to recommend approval to City Council to rezone the properties as recommended by staff. All voted in favor.</p> <p>The Ordinance Amendment to rezone property at 1103 Michigan Road from A Agricultural District to I-2 General Industrial District was introduced at the May 23, 2023, City Council meeting.</p>
<b>Fiscal Impact:</b>	Costs are to be billed to applicant.
<b>Alternative/Variations:</b>	None recommended.
<b>Recommendations:</b>	that the Council adopt Ordinance Number 23-XXX to rezone the property at 1103 Michigan Road from A Agricultural District to I-2 General Industrial District.



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



Item 16.

COMMUNITY PLANNING DEPT.  
 344 WEST MAIN STREET  
 MARSHALL, MINNESOTA  
 56258

ARMORY REZONE

MAY 10, 2023

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

**ORDINANCE NUMBER 23-012**

**ORDINANCE AMENDING CHAPTER 86  
OF THE CITY CODE RELATING TO ZONING**

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

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

City of Marshall, County of Lyon, State of Minnesota

**1103 Michigan Road  
Westerly 1,326 feet of Lot 1, of Block 7 in Commerce Industrial Park Second  
Addition**

**1101 Michigan Road  
Lot 1, Block 7 excepting the Westerly 1,326 in Commerce Industrial Park  
Second Addition.**

**1015 Michigan Road  
Lot 2, Block 7 Commerce Industrial Park Second Addition**

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

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

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

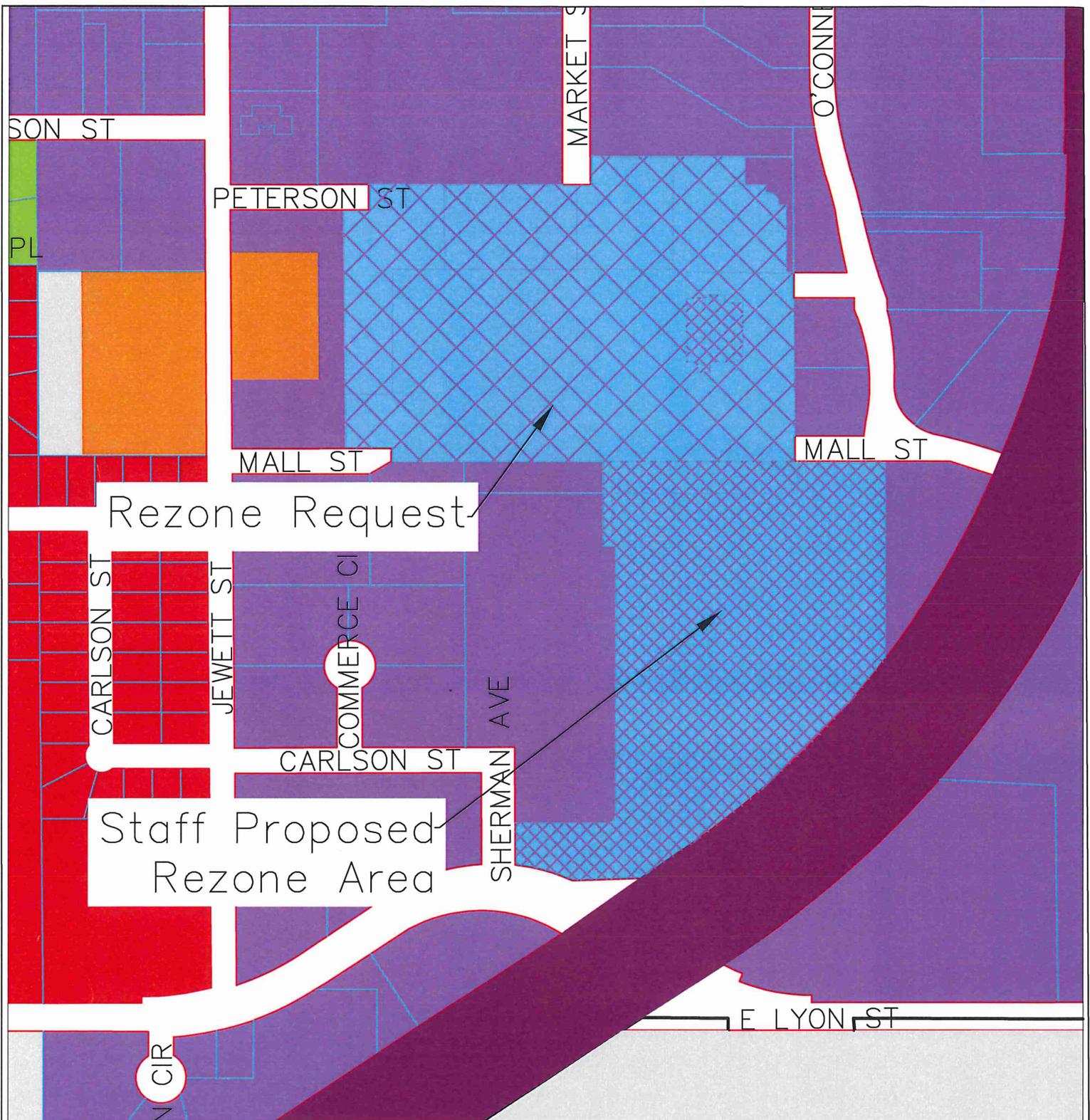
Section 4. This Ordinance shall take effect from and after its passage and publication. Passed and adopted by the Common Council this 13th day of June 2023.

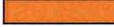
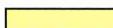
THE COMMON COUNCIL  
Robert Byrnes  
Mayor of the City of Marshall, MN

ATTEST:  
Steven Anderson  
City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Ilya Gutman
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Request for Map Amendment (Rezone) by First Premier Bank at 1420 East College Drive
<b>Background Information:</b>	<p>This is a request by First Premier Bank, of Sioux Falls, SD to rezone property at 1420 East College Drive from B-4 Shopping Center Business District to B-3 General Business District for future development that includes a use permitted in B-3 district but not in B-4 district. Since the mall is not functioning as a mall anymore, staff believe that B-4 zoning district has become obsolete and suggest rezoning the other properties around the mall to B-3 as well at this time. All properties around the mall are currently zoned B-3 general business. This area was granted a PUD in 2015, but it was never acted upon, so this rezoning nullifies the existing PUD. The new Comprehensive Plan shows this entire area as Neighborhood Mix use with intent to allow for both commercial and residential uses and B-3 General business allows both.</p> <p>Rezoning procedures are described in Section 86-30 Amendments <a href="https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIVIGE_S86-30AM">https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIVIGE_S86-30AM</a>. Attached are the rezoned area extent for your reference.</p> <p>At the May 10, 2023, Planning Commission meeting, a public hearing was held, and a motion was made by Doom, second by Muchlinski to recommend approval to City Council to rezone the properties as recommended by staff. All voted in favor.</p> <p>The Ordinance Amendment to rezone property at 1420 and 1424 East College Drive and 1001 Highway 23 North from B-4 Shopping Center Business District to B-3 General Business District was introduced at the May 23, 2022, City Council meeting.</p>
<b>Fiscal Impact:</b>	Costs are to be billed to applicant.
<b>Alternative/Variations:</b>	None recommended
<b>Recommendations:</b>	that the Council adopt Ordinance Number 23-013 to rezone property at 1420 and 1424 East College Drive and 1001 Highway 23 North from B-4 Shopping Center Business District to B-3 General Business District.



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



**MARSHALL**  
PLANNING DIVING THE BEST IN US

**COMMUNITY PLANNING DEPT.**  
**344 WEST MAIN STREET**  
**MARSHALL, MINNESOTA**  
**56258**

Item 17.

MALL REZONE

MAY 10, 2023

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

Page 74

**RESOLUTION NO. 1158**

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

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

**LOCATION:** 1420 East College Drive

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

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

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

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

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

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

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

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

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



**ORDINANCE NUMBER 23-013**

**ORDINANCE AMENDING CHAPTER 86  
OF THE CITY CODE RELATING TO ZONING**

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

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

**City of Marshall, County of Lyon, State of Minnesota**

**1420 East College Drive  
1424 East College Drive  
110 Market Street  
106 Market Street  
107 Market Street  
111 Market Street  
1001 North State Highway 23  
Exhibit A**

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

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

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

Section 4. This Ordinance shall take effect from and after its passage and publication. Passed and adopted by the Common Council this 13th day of June 2023.

THE COMMON COUNCIL  
Robert Byrnes  
Mayor of the City of Marshall, MN

ATTEST:  
Steven Anderson  
City Clerk

**EXHIBIT A**

27-516001-0 -Lot 1 block 1, Marshall Square Addition -110 Market Street

27-516002-0-Lot 2 Block 1, Marshall Square Addition -106 Market Street

27-516003-0 -Lot 3 Block 1, Marshall Square Addition -107 Market Street

27-516004-0 -Lot 4 Block 1, Marshall Square Addition -111 Market Street

27-516005-0 -Lot 5 Block 1, Marshall Square Addition -1420 East College Drive

27-527011-0 - .55 acres more or less pt Ely½ Lot 6 Block 2, McFarland Addition -  
1424 East College Drive

27-529006-0 -Lot 5 Block 6, ex 1,592 s.f., ex 67,136 s.f. and includes vacated  
Sherman Street, McFarland Third Addition & 27-529-006-1 -Parcel A-2 of survey  
map of March 1, 1991 by Moseng -1001 North State Highway 23

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Amendment to Article 30-II Surface Water Management of the City Code of Ordinances – Adoption of Ordinance
<b>Background Information:</b>	Please see attached proposed revisions to Article 30-II Surface Water Management, Sec. 30-22 and Sec. 30-27 of the City Code of Ordinances. The revisions amend Section 30-22 Findings of Fact and add Section 30-27 Bulk Storage of Deicing Chemicals to comply with Item 18.6 of the MS4 General Permit.
<b>Fiscal Impact:</b>	None.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the City Council adopt attached Ordinance 23-014 amending Article 30-II Surface Water Management of the City Code of Ordinances.

**ORDINANCE NO. 23-014**

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

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

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

---

**Section 30-22 Findings of Fact**

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

**Section 30-27 Bulk Storage of Deicing Chemicals**

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

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

---

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

Passed and adopted by the Common Council this 13<sup>th</sup> day of June, 2023.

THE COMMON COUNCIL  
Robert Byrnes  
Mayor of the City of Marshall, MN

ATTEST:  
Steven Anderson  
City Clerk

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Jason Anderson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	ACTION
<b>Subject:</b>	Consider Resolution Authorizing Execution of Mn/DOT Cooperative Construction Agreement No. 1051273 / SP 4210-56 TH 68 (Ultra-thin Overlay from US 59 to Minneota)
<b>Background Information:</b>	<p>Attached is a copy of the agreement and the resolution authorizing entering into Mn/DOT Agreement No. 1051273 / SP 4210-56 regarding TH 68 (Ultra-thin Overlay from US 59 to Minneota).</p> <p>The agreement provides for payment by the City to the State of the City's share of the costs of the utility adjustment construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 68 from North Grant Street to Trunk Highway No. 59 within the corporate City limits under State Project No. 4210-56 (TH 68=068).</p> <p>As part of that project, the City is being asked to cost participate in the adjustment of sanitary sewer castings in the highway.</p> <p>A copy of this agreement has been provided to the City Attorney for review and approval.</p>
<b>Fiscal Impact:</b>	City participation in an estimated amount of \$3,000.00.
<b>Alternative/ Variations:</b>	No alternative actions recommended.
<b>Recommendations:</b>	that the Council adopt RESOLUTION NUMBER 23-050, which is the "Resolution Authorizing Entering into Mn/DOT Agreement No. 1051273.

**CITY OF MARSHALL**

**RESOLUTION 23-050**

IT IS RESOLVED that the City of Marshall enter into MnDOT Agreement No. 1051273 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utility adjustment construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 68 from North Grant Street to Trunk Highway No. 59 within the corporate City limits under State Project No. 4210-56 (TH 68=068).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Marshall at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF MARSHALL  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (SP):</b>	<u>4210-56</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (TH):</b>	<u>68=068</u>	<b><u>\$3,081.28</u></b>
<b>Federal Project No.:</b>	<u>STBG 4223(075)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Marshall acting through its City Council ("City").

**Recitals**

1. The State will perform bituminous mill and surfacing and ultrathin bonded wearing course construction and other associated construction upon, along, and adjacent to Trunk Highway No. 68 from North Grant Street to Trunk Highway No. 59 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 4210-56 (TH 68=068) ("Project"); and
2. The City has requested the State include in its Project utility adjustment construction; and
3. The City wishes to participate in the costs of the utility adjustment construction and associated construction engineering; and
4. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 4210-56 (TH 68=068) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and attached and incorporated into this Agreement.

## 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.
- 2.3. **Plan Changes, Additional Construction, Etc.**
- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- 2.5. **Permits.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right of Way" (Form 2525).

**2.6. Utility Adjustments.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

### 3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.2. Crosswalk Markings.** Maintenance of any pedestrian crosswalk markings construction. Maintenance includes painting the crosswalk markings and any other activities necessary to perpetuate the crosswalk markings in a safe, useable, and aesthetically acceptable condition.
- 3.3. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

### 4. Basis of City Cost

- 4.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. City Participation Construction.** The City will participate in the following at the percentages indicated.
  - A.** 100 Percent will be the City's rate of cost participation in all of the utility adjustment construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 1 of the Preliminary Schedule "I".
- 4.3. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 4.4. Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 4.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

### 5. City Cost and Payment by the City

- 5.1. City Cost. \$3,081.28** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary

Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

- 5.2. *Conditions of Payment.*** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
  - B.** The City's receipt of a written request from the State for the advancement of funds.
- 5.3. *Acceptance of the City's Cost and Completed Construction.*** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 5.4. *Final Payment by the City.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

### 6.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: malaki.ruranika@state.mn.us

### 6.2. The City's Authorized Representative will be:

Name, Title: Jason Anderson, Director of Public Works/City Engineer (or successor)  
 Address: 344 West Main Street, Marshall, MN 56258  
 Telephone: (507) 537-6773  
 E-Mail: jason.anderson@ci.marshall.mn.us

## 7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not

prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.

**7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 8. Liability; Worker Compensation Claims

**8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

**8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## 9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## 10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## 11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

## 12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 13. Termination; Suspension

**13.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties.

**13.2. Termination for Insufficient Funding.** The State 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 performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**13.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

**14. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**CITY OF MARSHALL**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1051273**

**City of Marshall**

SP 4210-56 (TH 68=068)

Preliminary: May 24, 2023

State Funds

Federal No. STBG 4223(075)

Bituminouse mill & surfacing and ultrathin bonded wearing course construction to start approximately summer 2024 under

State Contract No. \_\_\_\_\_ with \_\_\_\_\_

located on TH 68 from North Grant Street to TH 59

CITY COST PARTICIPATION						
Item Number	Work Item	Unit	Quantity	Unit Price	Cost	
2506.502	ADJUST FRAME AND RING CASTING	EACH	4	713.26	\$2,853.04	
	Subtotal				\$2,853.04	
	Construction Engineering (8%)				228.24	
	<b>(1) Total City Cost</b>				<b>\$3,081.28</b>	

(1) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)

Item 19.

is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

Date: May 25, 2023

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

RE: Proposed Const. Agreement No. **1051273**  
City of Marshall  
S.P. 4210-56 (T.H. 68=068)

Dear Mr. Anderson:

Transmitted herewith is a proposed agreement with the City of Marshall. This agreement provides for payment of the City's share of the costs of City Utility adjustment construction to be performed on T.H. 68.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the agreement. Also required is a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, signatories must not lock the document and all parties must sign in succession on the same document. The City Council's resolution must be attached to the PDF prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Please return the signed agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,

Phillip DeSchepper Digitally signed by Phillip  
DeSchepper  
Date: 2023.05.25 07:52:14 -05'00'

Phillip DeSchepper, P.E.  
D8 Cooperative Agreements

Enc. Proposed Agreement  
Resolution

cc: Malaki Ruranika – malaki.ruranika@state.mn.us  
File

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Sharon Hanson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Seek Direction on future work and funding of Murals Located on 3 <sup>rd</sup> and 4 <sup>th</sup>
<b>Background Information:</b>	<p>Agreements between the artist, MAFAC, the city and building owners expired in 2021. Both murals need repair and in addition, the 3<sup>rd</sup> Street mural will have a potential redesign needed due to the building owner remodeling the building sometime in 2024.</p> <p>There is interest from the 3<sup>rd</sup> Street mural building owner to keep the mural mostly intact and he would be interested in continuing some agreement. Contact with the 4<sup>th</sup> Street mural building owner will be attempted prior to Tuesday, but he has also expressed interest in continuing some agreement. An agreement could be similar to the 2011 agreement. We estimate that up to \$5,000 is needed for the 4<sup>th</sup> Street mural repair, and repair and upkeep every 5 years. We don't have a clear estimate on the work needed for 3rd Street mural as we would need to consult with an artist and determine how best to keep the mural following the building owner's construction project.</p>
<b>Fiscal Impact:</b>	Up to \$5,000 every 5 years for two murals for repair and upkeep. Unknown cost to possible redesign of 3 <sup>rd</sup> Street mural.
<b>Alternative/ Variations:</b>	The City could forgo any upkeep or repair and let the murals fade, delaminate over time.
<b>Recommendations:</b>	Staff are seeking the Council's direction.

# MARSHALL Mural Project

## LETTER OF AGREEMENT

This agreement is entered into this day, 6-14-11 by and between the City of Marshall/Marshall Mural Committee, hereinafter referred to as the "City" and Marshall Commercial Properties, LLC, hereinafter referred to as "Business Owner".

- 1) The Business owner agrees to provide use of his/her business exterior wall for the painting/display of a public art mural.
  - b) The mural shall be located on the west wall of the store front located at 256 West Main Street in Marshall, MN.
  - c) The Artist employed by the City shall commence painting the mural on or about late to June 2011 with an estimated painting time up to 1 month. The Artist shall plan to install murals in late August the mural panels with a timeline of no later than 4 months, pending severe weather constraints.
  - d) The city and artist agree to take every precaution to ensure appropriate wall preparation prior to actual mural installation.
- 2) The City shall pay for all artist's services and materials necessary for the painting and installation of the mural and maintenance of public sidewalk area during and after painting.
- 3) The City shall provide commercial general liability insurance with coverage in the amount of \$1,500,000.00 and require liability coverage of \$500,000 by the Artist. The City of Marshall and Marshall Commercial Properties, LLC will be listed as insured parties under the Artist's insurance policy.
- 4) The City/MAFAC will assume ownership of the mural and be responsible for conservation, maintenance and costs of the mural and agrees to provide necessary and reasonable maintenance regarding the refurbishing touch-up and/or restoration to said mural upon completion and for ten (10) consecutive years thereafter. By agreement of both parties, this agreement may be renewable at the conclusion of this agreement period. The business owner will not add or subtract to mural with signs, paint, or other materials.
- 5) It is understood that the mural will have no effect on the assessed value of the building.
- 6) The business owner and the City agree that this agreement will be binding on any successor in interest and will be in recordable form so that prospective owner may acquire notice of this agreement.

Dated the 14 day of June, 2011.

Signature [Handwritten Signature]

Title Mayor

City Of Marshall

Marshall Commercial Properties, LLC

[Handwritten Signature]  
Alan Freig

MUSIC

Building Community Through Art

# MARSHALL Mural Project

## LETTER OF AGREEMENT

This agreement is entered into this day, \_\_\_\_\_ by and between the City of Marshall, hereinafter referred to as the "City" and Marshall Area Fine Arts Council, hereinafter referred to as "MAFAC".

WHEREAS, the City has initiated discussions regarding the development of three artistic murals to be placed upon downtown Marshall, Minnesota buildings as an enhancement and revitalization of the downtown core business district and

WHEREAS, MAFAC has agreed to provide leadership for the project for creation of three themed murals to be placed on a downtown Marshall, Minnesota buildings and

WHEREAS, upon installation of the three murals, the parties hereto propose to enter into contractual relationship as outlined below.

- 1) MAFAC will be in title, owner of the murals and provide periodic inspection of murals for conservation and maintenance issues. This agreement will be in force upon completion or each mural and for ten (10) consecutive years thereafter.
- 2) MAFAC agrees to provide leadership for necessary and reasonable maintenance regarding the refurbishing touch-up and/or restoration of the murals. Should maintenance or restoration be determined, MAFAC will contact the artist to negotiate those services. Funding for such services will be supplied by the City.
- 3) The business owner and the City agree that this agreement will be binding on any successor in interest and will be in recordable form so that prospective owner may acquire notice of this agreement. The City will advise MAFAC if such actions are pending.
- 4) Insurance related to casualty loss and liability of the three art works will be the responsibility of the City.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Signature \_\_\_\_\_ Title \_\_\_\_\_

City Of Marshall

Marshall Area Fine Arts Council

*Carol Purring* President



LETTER OF AGREEMENT

This agreement is entered into this day, \_\_\_\_\_ by and between the City of Marshall/Marshall Mural Committee, hereinafter referred to as the "City" and Johnson's Paint and Wallpaper, hereinafter referred to as "Business Owner".

- 1) The Business owner agrees to provide use of his/her business exterior wall for the painting/display of a public art mural.
b) The mural shall be located on the west wall of the Johnson's Paint and Wallpaper located at 316 West Main Street in Marshall, MN.
c) The Artist employed by the City shall commence painting the mural on or about early to June 2011 with an estimated painting time up to 1 month. The Artist shall complete the mural no later than July 1, 2011, pending severe weather constraints.
d) The city and artist agree to take every precaution to ensure appropriate wall preparation prior to actual mural application. The Business Owner will power-wash this wall prior to commencement of mural painting.
2) The City shall pay for all artist's services and materials necessary for the painting of the mural and maintenance of public sidewalk area during and after painting.
3) The City shall provide commercial general liability insurance with coverage in the amount of \$1,500,000.00 and require liability coverage of \$500,000 by the Artist. The City of Marshall and Johnson's Paint will be listed as insured parties under the Artist's insurance policy.
4) The City/MAFAC will assume ownership of the mural and be responsible for conservation, maintenance and costs of the mural and agrees to provide necessary and reasonable maintenance regarding the refurbishing touch-up and/or restoration to said mural upon completion and for ten (10) consecutive years thereafter. This agreement may be renewable at the conclusion of this agreement period. The business owner will not add or subtract to mural with signs, paint, or other materials.
5) The business owner and the City agree that this agreement will be binding on any successor in interest and will be in recordable form so that prospective owner may acquire notice of this agreement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Signature \_\_\_\_\_ Title \_\_\_\_\_

City Of Marshall

Business Owner Renee DeLustan



LETTER OF AGREEMENT

This agreement is entered into this day, 6-14-11 by and between the City of Marshall/Marshall Mural Committee, hereinafter referred to as the "City" and Johnson's Paint and Wallpaper, hereinafter referred to as "Business Owner".

- 1) The Business owner agrees to provide use of his/her business exterior wall for the painting/display of a public art mural.
  - b) The mural shall be located on the west wall of the Johnson's Paint and Wallpaper located at 316 West Main Street in Marshall, MN.
  - c) The Artist employed by the City shall commence painting the mural on or about early to June 2011 with an estimated painting time up to 1 month. The Artist shall complete the mural no later than July 1, 2011, pending severe weather constraints.
  - d) The city and artist agree to take every precaution to ensure appropriate wall preparation prior to actual mural application. The Business Owner will power-wash this wall prior to commencement of mural painting.
- 2) The City shall pay for all artist's services and materials necessary for the painting of the mural and maintenance of public sidewalk area during and after painting.
- 3) The City shall provide commercial general liability insurance with coverage in the amount of \$1,500,000.00 and require liability coverage of \$500,000 by the Artist. The City of Marshall and Johnson's Paint will be listed as insured parties under the Artist's insurance policy.
- 4) The City/MAFAC will assume ownership of the mural and be responsible for conservation, maintenance and costs of the mural and agrees to provide necessary and reasonable maintenance regarding the refurbishing touch-up and/or restoration to said mural upon completion and for ten (10) consecutive years thereafter. This agreement may be renewable at the conclusion of this agreement period. The business owner will not add or subtract to mural with signs, paint, or other materials.
- 5) The business owner and the City agree that this agreement will be binding on any successor in interest and will be in recordable form so that prospective owner may acquire notice of this agreement.

Dated the 14<sup>th</sup> day of June, 2011.

Signature [Handwritten Signature]

Title Mayor

City Of Marshall

Business Owner Renee DeAustin

## ARTIST AGREEMENT

This agreement is made and entered into this \_\_\_ of \_\_\_\_\_, 2011, by and between the City of Marshall and Marshall Mural Committee, hereinafter collectively referred to as the "Contractor" and Josh Sarantitis, hereinafter referred to as "Artist", as follows:

WHEREAS, Contractor has initiated discussions regarding the development of artistic murals to be placed upon downtown Marshall, Minnesota buildings as an enhancement and revitalization of the downtown core business district and

WHEREAS, Artist has submitted a proposal for creation of history themed mural to be placed on a downtown Marshall, Minnesota building and

WHEREAS, parties hereto propose to enter into contractual relationship as outlined below.

NOW, THEREFORE, inconsideration thereof, the parties hereto agree as follows:

1. Artist's History Mural Development. The Artist hereby agrees to use his best skill and talents to design, create, and paint a mural in substantial compliance with the specifications set forth below:
  - a. The mural shall be approximately one thousand five hundred to two thousand square feet in size. The mural shall reasonably reproduce the design approved and signed by the City in Exhibit B
  - b. The mural shall be painted and installed upon the west wall to be located at 256 West Main Street in Marshall, MN.
  - c. The Artist shall commence painting the mural on panels to be installed on the building at said location upon receipt of the first payment as outlined in section two below, tentatively June 20, 2011, with an estimated completion time of approximately 4 months. Artist shall complete the mural no later than 6 months after receipt of the first payment subject to severe weather constraints.
  - d. Artist shall be solely and exclusively responsible for mural design, creation and painting. Said responsibility shall include panel design preparation and installation of the mural. This shall include necessary priming of the panels prior to commencement of the mural and shall include a seal overcoat of the painting after completion. Contractor will provide scaffolding for installation of the mural.

- e. The Artist shall complete the mural painting as depicted in the detailed prior approved sketch of the mural in Exhibit B. This will include slight revisions as discussed with artist that include addition of two images.

2. Amount and Method. In consideration of his or her work on the Project, the Artist will be paid thirty one thousand and three hundred dollars (\$31,300.00). The Artist agrees to accept this sum (the "Compensation") as full compensation for the project. The Compensation will be paid in three installments as follows:

- i. Forty percent (40 %) of the Project Cost, within thirty business days of signing this Agreement and receipt of Artist's invoice to allow materials purchase and fabrication of the design to begin.
  - ii. Forty percent (40%) of the Compensation within thirty business days after the Artist invoices for Second Payment. The Request for Second Payment is to be submitted at the mid-point of fabrication.
  - iii. Twenty percent (20%) of the Compensation within thirty business days after the Artist completes and submits the invoice for Third Payment. The Request for Third Payment is to be submitted upon the completion of the Artwork.
- a. Artist shall provide to Contractor, a certificate of commercial general liability insurance with coverage in the amount of Five Hundred Thousand and no/100 (\$500,000.00) Dollars. Said insurance policy shall list the City of Marshall as loss payee and the Artist shall be solely and exclusively responsible for liability incurred by him during the term of the painting of said mural. Artist shall be solely and exclusively responsible for site clean up should paint or other materials be spilled or otherwise discharged onto the public sidewalk. Volunteers as provided by Contractor shall be covered separated under the City's liability insurance policy. Any injury or damage suffered by volunteers or any injuries or damage caused by said volunteers shall be exclusively covered under the City's insurance policy and shall not be the responsibility of artist.
  - b. Artist agrees to indemnify and hold Contractor harmless from any injuries resulting from Artist's actions during the completion of the mural.

### 3. Ownership, Care and Use of the Artwork

3.1 Associated Materials. All documents, plans, artwork, and other materials developed or prepared by the Artist in connection with the Project, other than the Artwork itself (the "Associated Materials") shall be the sole and absolute property of the Artist. So long as any of the Associated Materials remain in the possession of the Artist, the Artist shall permit the Contractor to display such items in any exhibition or other public forum, upon reasonable notice and at no charge.

3.2 Copyright. All copyrights are reserved to the Artist. In consideration of the compensation set forth in Exhibit A below, and for performance of its other obligations herein, receipt and sufficiency of which is hereby acknowledged, the Artist hereby:

- a. grants THE CONTRACTOR the right to reproduce and display the Mural in any and all media for the purposes of educating the public about and promoting its nonprofit programs and activities, but they may not sublicense the Artwork for commercial or editorial licensing.
- b. to cause the Artwork to bear the following designation: "© 2011 Joshua Sarantitis and Greta Mclain. All rights reserved. Sponsored by the City of Marshall and the Marshall Mural Committee. "

3.3 Use of Reproductions by THE CONTRACTOR. Subject to the restrictions in Sections 3.2 and 3.3 above, the Artist acknowledges THE CONTRACTOR may from time to time permit the reproduction of the Artwork in appropriate circumstances in order to help publicize city programs, enhance the public's awareness and appreciation of public art, and/or raise money to further THE CONTRACTOR's mission. THE CONTRACTOR will not have any obligation to consult with the Artist on such uses, or to pay the Artist any portion of proceeds therefrom. All such uses of the Artwork will include the copyright notice in the name of the Artist, and THE CONTRACTOR as described in paragraph 3.2 above.

3.4 Use of Reproductions by the Artist. Artist may exercise all copyrights under 17 U.S.C. 106 without restriction, including the right to reproduce, display, distribute, and create derivative works of the Artwork, except that Artist agrees not to create

any mural of the same or substantially similar size and design elsewhere. The Artist will not have any obligation to consult with THE CONTRACTOR on such uses, or to pay THE CONTRACTOR any portion of proceeds therefrom except as set out in Section 3.6 below. All such uses of the Artwork will include the copyright notice in the name of the Artist, with the sponsorship credit to THE CONTRACTOR as described in paragraph 3.2 above.

3.5 Commercial & Editorial Use of Reproductions.

- a. For the purposes of this Agreement, “Commercial Use” shall mean use of the Artwork or parts of it to advertise goods and services; in films, broadcast, cable or other audio-visual or transmission media; in wireless or digital media such as cell phones, ebooks, or other digital display devices’ or offered for sale as retail merchandise; including, but not limited to, posters or prints, clothing and gift related items, or book covers. “Editorial Use” shall mean use of the Artwork or parts of it in an illustrative or informative manner or product (e.g. news story, book (but not book cover), magazine, editorial Web site, educational CD-ROM, educational DVD, or journal) on subjects other than THE CONTRACTOR or muralism, and not for commercial use.
- b. In the event that THE CONTRACTOR receives a request to reproduce the Artwork for a Commercial Use or an Editorial Use, THE CONTRACTOR agree to contact the artist immediately, and to provide artist with the material details concerning the request, including the requestor’s name, company, and contact information, and use requested; and further agree to provide the requestor with the artist’s name and contact information. Artist shall be entitled, but not obligated, to negotiate any and all Commercial Use and Editorial Use licenses.
- c. Artist agrees to pay THE CONTRACTOR fifty percent (50%) of any and all licensing fees or royalties he actually receives from Commercial Use and Editorial Use licensing of the Artwork, less reasonable attorneys’ fees as well as compensation for time that Artist incurs in connection with negotiating such licenses.

3.6. Repair and Alteration.

- a. Maintenance. Contractor agrees to provide necessary and reasonable maintenance

regarding the refurbishing touch-up and/or restoration to said mural upon completion and for ten (10) consecutive years thereafter.

b. THE CONTRACTOR agrees that the Artist shall have the right of first refusal to perform repairs or alterations in the event that:

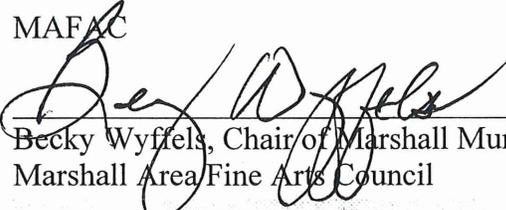
- i. the Artwork deteriorates, becomes mutilated, marred by graffiti, or is otherwise in need of repair; or
- ii. In the event the Artist agrees to make such repairs or alterations, THE CONTRACTOR shall pay the Artist whatever going-rate fees and materials costs for artists to make such repairs or alterations.
- iii. In the event that the Artist declines to perform requested repairs or the Artist has not made a good-faith effort to execute the design approved, THE CONTRACTOR shall have the right to alter, repair, or restore the Artwork, to the extent deemed necessary.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF MARSHALL

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

MAFAC

  
\_\_\_\_\_  
Becky Wyffels, Chair of Marshall Mural Committee  
Marshall Area Fine Arts Council

Dated this 1<sup>ST</sup> day of JUNE, 2011.

ARTIST

  
\_\_\_\_\_  
Josh Sarantitis  
375 Pelham Blvd  
Saint Paul MN 55104  
215-432-7148      josh.sarantitis@gmail.com

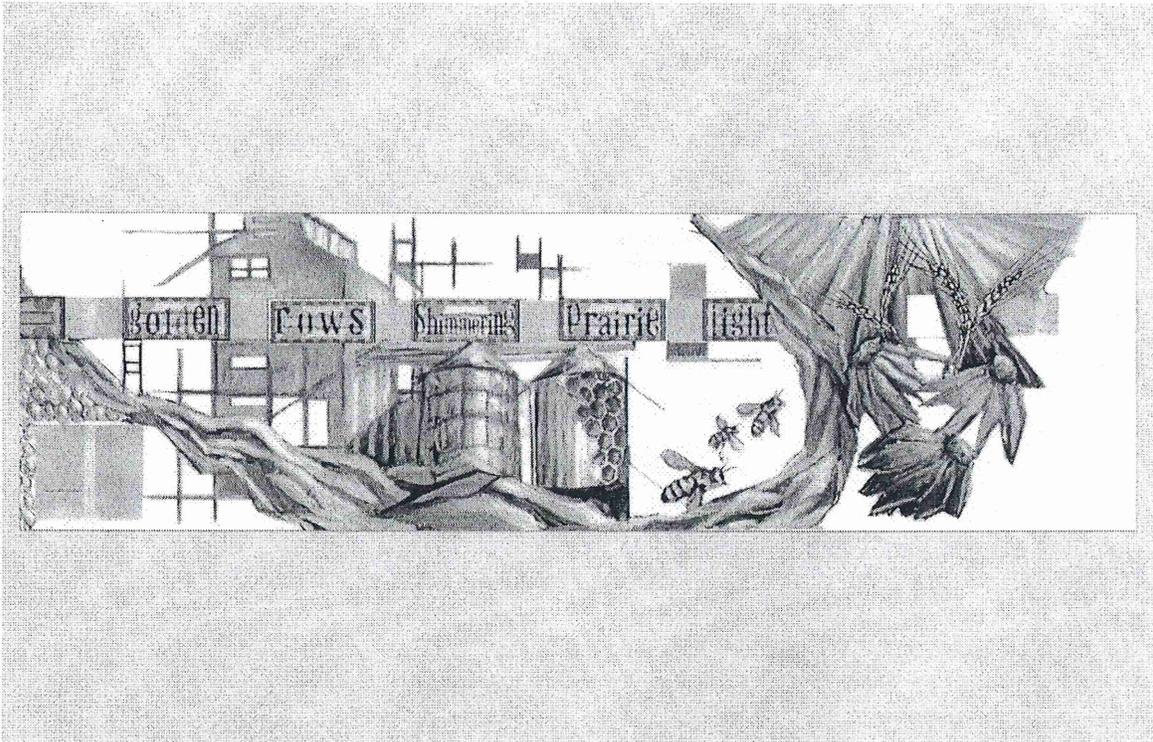
**Marshall Mural Project - History Mural**

**Exhibit A of Artist Agreement**

<u>Item</u>	<u>Description</u>	<u>Budgeted Amount</u>
1. Artist' Contract	mural artist stipend	\$5,000.00
2. Paint	primer and artist paint including top coat	\$3,900.00
3. Paint Supplies	brushes, cleaning supplies	\$2,000.00
4. Mosaic Text	glass mosaic	\$8,325.00
5. Paneling	supplies for construction of panels	\$6,325.00
6. Travel	\$.50 per mile IRS rates of \$0.50 per mile	\$1,500.00
7. Housing	10 days For artist \$70/day	\$ 700.00
8. Meal Allowance	average of \$35 dollars per day	\$ 350.00
9. Panel Transportation from St Paul to Marshall		\$ 850.00
10. Mural Installation		\$1,000.00
11. Insurance	artist liability insurance	\$ 700.00
12. Community Day		\$ 650.00

Statement for reimbursement to artist with receipt of invoice for payment will be processed as submitted for approval to Becky Wyffels, Chair, Marshall Mural Project.

**Marshall Mural Project - History Mural**  
**Exhibit B of Artist Agreement**



## ARTIST AGREEMENT

This agreement is made and entered into this 8 of 12, 2010, by and between the City of Marshall and Marshall Mural Committee, hereinafter collectively referred to as the "Contractor" and Greg Wimmer, hereinafter referred to as "Artist", as follows:

WHEREAS, Contractor has initiated discussions regarding the development of artistic murals to be placed upon downtown Marshall, Minnesota buildings as an enhancement and revitalization of the downtown core business district and

WHEREAS, Artist has submitted a proposal for creation of music themed mural to be placed on a downtown Marshall, Minnesota building and

WHEREAS, parties hereto propose to enter into contractual relationship as outlined below.

NOW, THEREFORE, inconsideration thereof, the parties hereto agree as follows:

1. Artist's Music Mural Development. The Artist hereby agrees to use his best skill and talents to design, create, and paint a mural in substantial compliance with the specifications set forth below:
  - a. The mural shall be approximately 77 feet in length and 16 feet in height. The mural shall depict music based theme as approved by the Contractor pursuant to previously approved design as previously submitted by Artist.
  - b. The mural shall be designed, created and painted upon the west wall to be located at 316 West Main Street in Marshall, MN.
  - c. The Artist shall commence painting the mural on the building at said location on or before May 15, 2011, with estimated completion time of approximately 1 month. Artist shall complete the mural no later than July 1, 2011, subject to severe weather constraints.
  - d. Artist shall be solely and exclusively responsible for mural design, creation and painting. Said responsibility shall include wall preparation prior to painting of the mural. This shall include necessary priming of the wall prior to commencement of the mural and shall include a seal overcoat of the painting after completion.
  - e. The Artist shall complete the mural painting as depicted in the detailed prior approved sketch of the mural. The prior approved sketch shall include an

explanation of color scheme and design prior to initiation of the mural project.

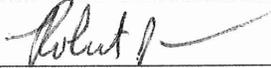
2. Payment of Fees and Expenses. Contractor shall pay to Artist total payment of Five Thousand and no/100 (\$5,000.00) Dollars for the design, creation and painting of the mural. Payment of said \$5,000.00 shall be based upon schedule as approved between Contractor and Artist. Approved payment schedule shall be attached as Exhibit A attached hereto. In addition to the painting fee as set forth above, Contractor shall purchase and provide to Artist all paint and materials necessary for the painting of said mural. All unused paint and materials shall remain under the ownership of Contractor and shall be returned or provided to Contractor upon completion of the mural.
  - a. Contractor shall make arrangements for and shall pay for temporary lodging incurred by Contractor during the time of the mural painting, travel mileage and meals as set forth in exhibit A.
  - b. Artist shall provide to Contractor, a certificate of commercial general liability insurance with coverage in the amount of Five Hundred Thousand and no/100 (\$500,000.00) Dollars. Said insurance policy shall list the City of Marshall as loss payee and the Artist shall be solely and exclusively responsible for liability incurred by him during the term of the painting of said mural. Artist shall be solely and exclusively responsible for site clean up should paint or other materials be spilled or otherwise discharged onto the public sidewalk. Volunteers as provided by Contractor shall be covered separated under the City's liability insurance policy. Any injury or damage suffered by volunteers or any injuries or damage caused by said volunteers shall be exclusively covered under the City's insurance policy and shall not be the responsibility of artist.
  - c. Artist agrees to indemnify and hold Contractor harmless from any injuries resulting from Artist's actions during the completion of the mural.
3. Transfer of Rights, Title and Interest. It is hereby understood and agreed by and between the parties hereto that the mural to be painted by Artist shall be deemed public property and the Artist hereby assigns and transfers onto Contractor all rights, title and interest in and to said mural. Artist reserves no trademark, copyright or any other intellectual property rights to said mural. Contractor shall have the right to use said

mural in future promotional or other artistic photographs, calendars or other such uses of said mural.

4. Maintenance. Contractor agrees to provide necessary and reasonable maintenance regarding the refurbishing touch-up and/or restoration to said mural upon completion and for ten (10) consecutive years thereafter.

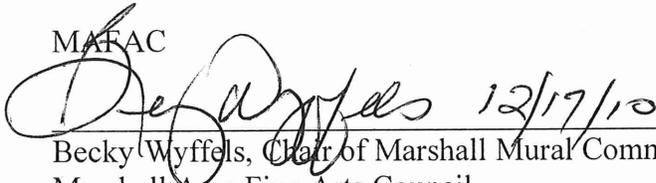
Dated this 28 day of December, 2010.

CITY OF MARSHALL



Robert J. Byrnes, Mayor

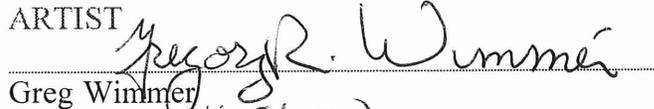
MAFAC



Becky Wyffels, Chair of Marshall Mural Committee  
Marshall Area Fine Arts Council

Dated this 8 day of 12, 2010.

ARTIST



Greg Wimmer

829 11th St SW  
Rochester, MN 55902

(Address)

**Marshall Mural Project - Music Mural**  
**Exhibit A of Artist Agreement**

<u>Item</u>	<u>Description</u>	<u>Budgeted Amount</u>
1. Artist' Contract	mural artist stipend	\$5,000.00
	Payments, Feb 1, 2011-\$1000, May 1, 2011 -\$2000, Conclusion of project -\$2000	
2. Paint	primer and artist paint	\$3,000.00
	Use of Valspar grant, and other items as identified, including overcoat	
3. Paint Supplies	brushes, cleaning supplies	\$2,000.00
4. Travel	\$.50 per mile	\$1,500.00
	IRS rates of \$0.50 per mile	
5. Housing	For artist \$70/day	\$2,100.00
	maxiumum of 30 days	
6. Meal Allowance	average of \$35 dollars per day	\$600.00
7. Rent 1 month	storage, prep space	\$600.00
	local storage as needed by artist	
8. Scaffolding Rental		\$1,500.00
	locally rented for artists use	
9. Insurance	artist liability insurance	\$500.00

Statement for reimbursement to artist with receipt of invoice for payment will be processed as submitted for approval to Becky Wyffels, Chair, Marshall Mural Project.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Sharon Hanson
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Resolution Approving Special Law-Sales Tax Authorization
<b>Background Information:</b>	Per MN Statutes 645: Subd. 2. <b>Local approval required.</b> A special law shall not be effective without approval of the local government unit or units affected, except as provided in section 645.023. Approval shall be by resolution adopted by a majority vote of all members of the governing body of the unit unless another method of approval is specified by the particular special law. See attached law.
<b>Fiscal Impact:</b>	N/A
<b>Alternative/ Variations:</b>	N/A
<b>Recommendations:</b>	Adopt Resolution that the City Council of the City of Marshall that Minnesota Laws, 2023, Regular Session, Chapter 64, Article 10, Section 14 is hereby approved.

**CERTIFICATE OF APPROVAL OF SPECIAL LAW  
BY GOVERNING BODY**

(Pursuant to Minnesota Statutes, 645.02 and 645.021)

**STATE OF MINNESOTA**

**COUNTY OF LYON**

**TO THE SECRETARY OF STATE OF MINNESOTA:**

PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the City of Marshall DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 2023, Chapter 64, Article 10, Section 14 requiring approval by a majority\* of the governing body of said local governmental unit before it becomes effective, the City Council at a meeting duly held on the 13th day of June, 2023, by resolution did approve said Laws, 2023, Chapter 64, Article 10, Section 14 by a [intentionally blank] majority vote\* of all of the members thereof (Ayes \_\_\_\_\_; Noes \_\_\_\_\_; Absent or not voting \_\_\_\_\_) and the following additional steps, if any required by statute or charter were taken: NOT APPLICABLE

A copy of the resolution is hereto annexed and made a part of this certificate by reference.

Signed: \_\_\_\_\_  
City Clerk

(This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.)  
\*If extraordinary majority is required by the special law, insert fraction or percentage here.

**Please see reverse side for instructions for completing this form.**

S:\ELECT\ELECT\OPENAPPT\CERTIFICATE OF APPROVAL OF SPECIAL LAW.doc

## INSTRUCTIONS

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.
- Return the completed **originally signed** Certificate of Approval form **with a photo copy** of the resolution that approved the special law to:

Election Division  
Secretary of State  
180 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd  
St. Paul, MN 55155-1299

- If you have any questions, please contact Nancy Breems at 651/215-1440.



# STATE OF MINNESOTA

Office of Governor Tim Walz  
Lt. Governor Peggy Flanagan

130 State Capitol ♦ 75 Rev. Dr. Martin Luther King Jr. Blvd. ♦ Saint Paul, MN 55155-1611

May 24, 2023

The Honorable Melissa Hortman  
Speaker of the House of Representatives  
463 State Office Building  
100 Rev. Dr. Martin Luther King, Jr. Blvd.  
St. Paul, Minnesota 55155

Dear Speaker Hortman:

I have received, approved, signed, and deposited in the Office of the Secretary of State Chapter 64, House File 1938.

Sincerely,

A handwritten signature in black ink, appearing to read "T. J. Walz".

Tim Walz  
Governor

cc: Senator Kari Dziedzic, Senate Majority Leader  
Senator Mark Johnson, Senate Minority Leader  
Senator Bobby Joe Champion, President of the Senate  
Senator Ann Rest, Chief Senate Author  
Representative Lisa Demuth, House Minority Leader  
Representative Aisha Gomez, Chief House Author  
The Honorable Steve Simon, Secretary of State  
Mr. Tom Bottern, Secretary of the Senate  
Mr. Patrick Murphy, Chief Clerk of the House of Representatives  
Mr. Ryan Inman, Revisor of Statutes

**645.021 SPECIAL LAWS.**

Subdivision 1. **Name required.** A special law as defined in the Minnesota Constitution, article XII, section 2, shall name the local government unit to which it applies. If a special law applies to a group of local government units in a single county or in a number of contiguous counties, it shall be sufficient if the law names the county or counties where the affected units are situated.

Subd. 2. **Local approval required.** A special law shall not be effective without approval of the local government unit or units affected, except as provided in section 645.023. Approval shall be by resolution adopted by a majority vote of all members of the governing body of the unit unless another method of approval is specified by the particular special law.

Subd. 3. **Filing required.** The chief clerical officer of a local government unit shall, as soon as the unit has approved a special law, file with the secretary of state a certificate stating the essential facts necessary to valid approval, including a copy of the resolution of approval or, if submitted to the voters, the number of votes cast for and against approval at the election. The form of the certificate shall be prescribed by the attorney general and copies shall be furnished by the secretary of state. If a local government unit fails to file a certificate of approval before the first day of the next regular session of the legislature, the law is deemed to be disapproved by such unit unless otherwise provided in the special law.

Subd. 4. **Previously enacted law.** Laws 1959, chapter 368, does not apply to any special law heretofore enacted, whether or not it has been approved by the local government unit affected, but such unit shall file with the secretary of state a certificate of approval for such law as required in subdivision 3.

**History:** 1959 c 368 s 1,2; 1979 c 176 s 1

RESOLUTION NO. 23-049

RESOLUTION OF THE CITY OF MARSHALL APPROVING  
MINNESOTA LAWS, 2023, REGULAR SESSION,  
CHAPTER 64, ARTICLE 10, SECTION 14

WHEREAS, the 2023 regular session of the Minnesota Legislature passed, and the Governor signed, Minnesota Laws, 2023, Regular Session, Chapter 64, Article 10, Section 14 (the “Special Law”) which authorizes the City of Marshall to, among other things, extend a sales and use tax; and

WHEREAS, the Special Law is effective upon approval of the City by resolution adopted by a majority vote of all members of the City Council and filing a certificate with the Secretary of State of the State of Minnesota, all in accordance with Minnesota Statutes, Section 645.021, subdivisions 2 and 3; and

WHEREAS, the extension of the sales and use tax will be submitted to the voters of the City at an election to be held on November 7, 2023, as authorized by the Special Law; and

WHEREAS, the City Council has determined that is in the best interest of the City and its residents to approve the Special Law.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall that Minnesota Laws, 2023, Regular Session, Chapter 64, Article 10, Section 14 is hereby approved.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby instructed to file with the Secretary of State of the State of Minnesota the appropriate certificate and a copy of this resolution.

BE IT FURTHER RESOLVED THAT City staff are authorized and directed to take all additional actions necessary to implement the Special Law.

Adopted by the City Council of the City of Marshall, Minnesota this 13th day of June, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**CITY OF MARSHALL  
AGENDA ITEM REPORT**

<b>Presenter:</b>	Pamela Whitmore
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	STAFF REPORTS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Cannabis/Lower Potency Hemp Product Interim Ordinance
<b>Background Information:</b>	<p>The Minnesota Legislature has recently passed HF100/SF73 (the “Cannabis Act”) which legalizes the sale, transport, cultivation, and manufacturing of Cannabis and Hemp products in Minnesota. The Cannabis Act establishes a regulatory framework for Cannabis Businesses, as well as the Hemp Businesses, and creates a state agency called the Office of Cannabis Management (“OCM”) to oversee this framework. The OCM will be created effective July 1, 2023, and will perform expedited rulemaking. It is anticipated that the rollout of this rulemaking will be complicated and challenging. The OCM has further been tasked with creating a model ordinance for cities to use when establishing allowable regulation on Cannabis and hemp products.</p> <p>Under Minnesota Statute 462.355 subd. 4(a), as well as the City’s general police powers in its Charter and state law, the Council has the authority to prohibit the retail sales of Cannabis products and lower potency hemp products, as well as the establishment of any Cannabis and hemp businesses within the City for up to one year from the adoption of the moratorium to allow Council time to conduct studies related to these businesses and sales. The moratorium can be lifted by the Council at any time. The City has no authority to prohibit the personal use or personal growing/cultivating allowed under the Act.</p> <p>Staff is recommending that the Council adopt the temporary interim ordinance prohibiting any business, person, or entity from offering for retail sale, wholesale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivering or commercial distribution of Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products, including the establishment or operation as a Cannabis Business or Lower Potency Hemp Business within the jurisdictional boundaries of the City of the City of Marshall. The City shall not process, or act on any application, site plan, building permit, or other zoning approval for a business, person, or entity proposing to engage in the sale of any Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products. This moratorium does not relate to the retail sale of Hemp Derived Topical Products, or Hemp Derived Fiber Products. The moratorium also does not relate to the sale of edible cannabinoid products as that term is defined in current statute, 151.72, subd. 1, in exclusive liquor stores.</p>
<b>Fiscal Impact:</b>	None
<b>Alternative/ Variations:</b>	Other options include (1) waiting until after July 1, 2023 (Cannabis Bill’s effective date) to put an Interim Ordinance in place on only the higher-level Cannabis Businesses under the Bill’s special interim ordinance provision; or (2)do nothing and wait until Office of Cannabis Management to start licensing
<b>Recommendations:</b>	Discuss interim ordinance creating a temporary moratorium under Minnesota statute 462.355, as well as the City’s general police powers under its Charter, on the retail sale of Cannabis Products and Lower Potency Hemp Edibles.

	<p>And</p>
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	<p>Have first reading on ordinance if Council agrees to instate interim ordinance.</p>
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**ORDINANCE NO. 23-015**

**CITY OF MARSHALL  
STATE OF MINNESOTA**

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

The Common Council of the City of Marshall do ordain:

**SECTION 1. BACKGROUND.**

- A. By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minnesota Statutes, section 151.72 regulating the sale of edible cannabinoid products and nonintoxicating cannabinoid products that contain certain cannabinoids derived from hemp, including certain amounts of tetrahydrocannabinol (“THC”) derived from hemp (“Minn. Stat. 151.72 Products”). Minnesota Statute 151.72 did not specifically define the term “cannabinoid.”
- B. In July 2022, under Section 3.09 of its Charter, the City of Marshall enacted an emergency ordinance “on the sale of hemp derived THC (tetrahydrocannabinols) food and beverages”, which is set to expire on July 12, 2022.
- C. The 2023 Legislature, through HF100/SF73 (the “Act”) has defined and redefined types of intoxicating and nonintoxicating products derived from hemp plants and the Cannabis plant. The Act defines Cannabinoid as “any of the chemical constituents of hemp plants or cannabis plants that are naturally occurring, biologically active, and act on the cannabinoid receptors of the brain. Cannabinoid includes but is not limited to tetrahydrocannabinol and cannabidiol”. The Act also defines Cannabinoid Product to mean a cannabis product, a hemp-derived consumer product, or a lower-potency hemp edible.
- D. The Act greatly expands the types of legal products and now includes, among other things, Cannabis Products, which it defined as any of the following: (1) cannabis concentrate; (2) a product infused with cannabinoids, including but not limited to tetrahydrocannabinol, extracted or derived from cannabis plants or cannabis flower; or (3) any other product that contains cannabis concentrate.
- E. The Act clarifies that the term Cannabis Product does not include artificially derived cannabinoid, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products, and choose, instead, to include those later items as part of the definition of Cannabinoid Products.

- F. The Act further sets up licensing for businesses related to Cannabis Products (“Cannabis Business”) and for the sale and manufacturing of Lower-Potency Hemp Edibles. In its distinction of types of hemp products, the Act licenses Lower-Potency Hemp Edibles (“Lower-Potency Hemp Edibles”) and Hemp-Derived Consumer Products (“Hemp-Derived Consumer Products”) versus hemp derived topical products and hemp derived fiber.
- G. For purposes of this Interim Ordinance, the defined terms in this Section have the same definition as in the Act unless otherwise stated.
- H. The Act establishes a regulatory framework for Cannabis Businesses, as well as the sales and manufacturing of Lower-Potency Hemp Edibles, Hemp-Derived Consumer Products, and Hemp Businesses, and creates a state agency called the Office of Cannabis Management (“OCM”) to oversee this framework.
- I. Section 342.02 et. seq. established by the Act directs the OCM to make rules, establish policy and exercise its regulatory authority over both the cannabis industry, as well as the Lower Potency Hemp Products and the Hemp Consumer Products.
- J. In Chapter 342, the Act authorizes and provides a time frame for the OCM to research and study cannabis flower, cannabis products, artificially derived cannabinoids, Lower-Potency Hemp Edibles, Hemp-Derived Consumer Products, the cannabis industry, and the hemp consumer industry.
- K. Section 342.06 established by the Act requires to OCM to create and approve product categories of cannabis flower, cannabis products, Lower-Potency Hemp Edibles, and Hemp-Derived Consumer Products for retail sale.
- L. Section 342.06 established by the Act requires the OCM to establish limits on the total THC allowed of cannabis flower, in cannabis products, and in Hemp-Derived Consumer Products and prohibits approval of certain forms of cannabis product, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products.
- M. Section 342.07 established by the Act requires the OCM to establish certification, testing, and labeling requirements for the methods used to commercially grow new cannabis plants or hemp plants, including but not limited to commercial growth from seed, clone, cutting, or tissue culture.
- N. Section 342.07 established by the Act requires the OCM to establish best practices for: (1) the cultivation and preparation of cannabis plants; and (2) the use of pesticides, fertilizers, soil amendments, and plant amendments in relation to growing cannabis plants.
- O. Section 342.07 established by the Act requires the OCM to regulate businesses that manufacture, process, sell, handle, or store an Edible Cannabis Product or Lower-Potency Hemp Edibles and will require, for most of those businesses to obtain an edible cannabinoid product handler endorsement.

- P. Section 342.08 established by the Act requires the OCM to provide regulations establishing energy standards, disposal of waste and addressing odor.
- Q. The Act also establishes taxes on regulated products; creates grants to assist individuals entering into the legal cannabis market; amends criminal penalties; provides for expungement and resentencing of certain convictions; provides for temporary regulation of Minn. Stat. 151.72 Products; reschedules marijuana; and appropriates money.
- R. Section 342.13 established by the Act allows cities to enact certain, limited, time place and manner restrictions on the establishment of Cannabis Businesses and allows cities to limit the maximum number of licenses issued to retail Cannabis Businesses within the City, but does not allow the City to completely prohibit Cannabis Businesses. The Act also mandates the City perform certain compliance checks and inspections of businesses licensed by the OCM.
- S. Other than Section 342.42 of the Act not allowing a complete prohibition by the city of a license holder from purchasing or selling Lower Potency Hemp Edibles, the local control provision in the Act does not specifically address Lower Potency Hemp Products or Hemp Consumer Products and preserves local control over Lower Potency Hemp Products and Hemp Consumer Products.
- T. The Act amends Minnesota Statutes §340A.412, subd. 14 to allow, effective the day after the final enactment of the bill (the governor's signature), exclusive liquor stores to sell edible cannabinoid products as that term is defined in current statute, 151.72, subd. 1.
- U. The OCM is created effective July 1, 2023, and has expedited rulemaking. The City anticipates a complicated and challenging rollout of the new regulations – including the statutorily directed drafting by the OCM of a model ordinance for cities to establish certain limited regulations related to Cannabis Products, as well as the interplay between regulations related to Hemp Businesses and Minn. Stat. 151.72 Products.
- V. Based on the above, the City will benefit from understanding the OCM's regulations and rules and also in reviewing and also will benefit in analyzing the model ordinance before making any decisions related to Cannabis and Lower Potency Hemp products and Hemp Consumer Products within the City.
- W. Section 342.13 established by the Act contains a provision that allows for a City Council that plans to conduct studies, or that is considering adoption or amendment of reasonable restrictions on the time, place, and manner of the operation of a cannabis business, to hold a hearing on and adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare of its citizens until January 1, 2025. This provision only relates to the Cannabis Businesses, which does not include having the ability to study the Lower Potency Hemp Business or Hemp Consumer Products, even though the newly created OCM will be issuing licenses related to the Lower-Potency Hemp Products, as well as

engaging in rule making related to both the Lower-Potency Hemp Products and the Hemp Consumer Products.

- X. In the alternative, a City Council is also authorized , under state law, to adopt an interim ordinance “to regulate, restrict, or prohibit any use . . . within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective.” Minnesota Statutes, section 462.355, subdivision 4(a). Specifically, the City is authorized to enact a moratorium ordinance to allow it to undertake a study to determine whether to adopt any regulations or restrictions, including siting and location of uses, related to the sales, testing, manufacturing, cultivating, growing, transporting, delivery and distribution of Cannabis Products by Cannabis Businesses and Lower-Potency Hemp Edibles and Hemp-Derived Consumer Products.
- Y. Additionally, pursuant to the City of Marshall’s City Charter, Section 1.02, and Minnesota Statutes, Section 412.221, subd. 32, the Council “the council shall have power to provide for the government and good order of the city, . . . the protection of public and private property, the benefit of residence, trade, and commerce, and the promotion of health, safety, order, convenience, and the general welfare by such ordinances”. Specifically, the City may enact an interim ordinance to allow the City Council time to study and consider adoption or amendment of reasonable restrictions on the commercial or retail operation of Cannabis Businesses, and Lower-Potency Hemp Businesses to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety, and welfare
- Z. Pursuant to Chapter 462, Chapter 412.221 and the City’s Charter, the City may enact and enforce these regulations or restrictions on Cannabis Businesses, Lower-Potency Hemp Edible Businesses, and Consumer-Derived Hemp Edible Businesses within the City to protect the public safety, health, and welfare, including restrictions and a moratorium on the commercial sales, testing, manufacturing, commercial cultivating, commercial growing, transporting, and delivery, during the pendency of a study to determine the need for police power regulations, including but not necessarily limited to any additional licensing and permitting that may be allowed, if any, by the State.
- AA. There are both business registration and zoning issues associated with the sale of Cannabis Products, Lower-Potency Hemp Edibles, and Hemp-Derived Consumer Products, and the City Council determines it needs time to study to consider the development and adoption of appropriate local regulations in collaboration with the OCM and its ultimate guidance regarding these products and businesses. In order to protect the planning process and the health, safety, and welfare of the residents while the City conducts its study and the City Council engages in policy discussions regarding possible regulations, the City Council determines it is in the best interests of the City to impose a temporary moratorium on the sale of Cannabis Products, Lower-Potency Hemp Edibles, and Hemp-Derived Consumer Products as well as a moratorium on the establishment or operation of a Cannabis Business or Lower-Potency Hemp Retailer or Manufacturer.

- BB. Based on the immediate effective date of exclusive liquor stores being allowed to offer edible cannabinoid products as defined in section 151.72 for sale, this interim ordinance does not apply to sales of such products in exclusive liquor stores.
- CC. Based on the exclusion of hemp derived topical products and hemp derived fiber products from the definition of Cannabinoid Product, this moratorium does not apply to those hemp topical and hemp fiber products.
- DD. Pursuant to the language of the Act, as soon as the Act becomes effective, the City may have authority to adopt an interim ordinance to prohibit a Cannabis Business from being established or operating until January 1, 2025, to conduct studies or consider adopting or amending allowed restrictions on the operation of a Cannabis Business. After the expiration of this Interim Ordinance, if the City needs more time to complete its study and analysis, the City Council can take additional action to extend this interim ordinance to January 1, 2025 since the bill will be in effect by then.

## **SECTION 2. FINDINGS.**

- A. The City Council finds there is a need to study commercial activities related to (i) Cannabinoid Products, which includes Cannabis Products, Lower-Potency Hemp Edibles, and Hemp-Derived Consumer Products, (ii) Cannabis Businesses and Lower Potency Hemp Retailers and Manufacturers, and (iii) the impact of those products and businesses, as related to allowed land uses and zoning, in order to assess the necessity for and efficacy of regulation and restrictions relating to the retail sales, wholesale sales, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivery of or commercial distribution of any of the products referenced herein, including through zoning ordinances or registration/licensing, if allowed, in order to protect the public health, safety, and welfares of its residents.
- B. The study will allow the City Council to determine the appropriate changes, if any, that it should make to the Marshall City Code, including any necessary zoning changes.
- C. The time will allow for any state agency to rule make regarding licensing Cannabis Businesses and Lower Potency Hemp Businesses; to create its model ordinances which will further aid the Council in studying and considering restrictions on the operation of Cannabis Businesses and Lower Potency Hemp Businesses.
- D. The City Council therefore finds that there is a need to adopt a city-wide moratorium on the retail sale, wholesale sale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivery of, and commercial distribution of Cannabinoid Products, which includes Cannabis Products, Lower-Potency Hemp Edibles, and Hemp-Derived Consumer Products, including the establishment or approval of Cannabis Businesses and Lower Potency Hemp Businesses within the City while City staff studies the issue.

**SECTION 3. MORATORIUM.**

- A. A moratorium is hereby imposed to prohibit any business, person, or entity from offering for retail sale, wholesale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivering or commercial distribution of Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products, including the establishment or operation as a Cannabis Business or Lower Potency Hemp Business within the jurisdictional boundaries of the City of the City of Marshall. The City shall not process, or act on any application, site plan, building permit, or other zoning approval for a business, person, or entity proposing to engage in the sale of any Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products. This moratorium does not relate to the retail sale of Hemp Derived Topical Products, or Hemp Derived Fiber Products. The moratorium also does not relate to the sale of edible cannabinoid products as that term is defined in current statute, 151.72, subd. 1, in exclusive liquor stores.
- B. The Council acknowledges that the Act, once effective on July 1, 2023, will allow the City to enact a limited, longer moratorium on the establishment and operation of Cannabis Businesses that may prohibit the establishment and operation of a Cannabis Business until January 1, 2025.
- C. This moratorium does not apply to the selling, testing, manufacturing, or distributing of products related to the Medical Cannabis Program as administered by the Minnesota Department of Health, provided that such activity is done in accordance with the regulations and laws of Minnesota regarding Medical Cannabis.

**SECTION 4. STUDY.** The City Council directs City staff to study the need for local regulation regarding the retail sale, wholesale sale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivery or commercial distribution of Cannabinoid Products, which includes Cannabis Products, Lower-Potency Hemp Edibles, and Hemp-Derived Consumer Products within the City of Marshall. Staff must also study the need for creating or amending zoning ordinances and registration/licensing ordinances as allowed by the state, or any other ordinances, as allowed and not preempted by the state, to protect the citizens of Marshall from any potential negative impacts of Cannabis Businesses and Lower Potency Hemp Derived Businesses. Upon completion of the study, the City Council, together with such commission as the City Council deems appropriate or, as may be required by law, will consider the advisability of adopting new ordinances or amending its current ordinances.

**SECTION 5. ENFORCEMENT.** The City may enforce this Ordinance by mandamus, injunctive relief, or other appropriate civil remedy in any court of competent jurisdiction. The City Council hereby authorizes the City Administrator, in consultation with the City Attorney, to initiate any legal action deemed necessary to secure compliance with this Ordinance. A violation of this Ordinance is also subject to the City’s general penalty in City Code.

**SECTION 6. TERM.** Unless earlier rescinded by the City Council, the moratorium established under this Ordinance shall remain in effect until twelve (12) months from its effective date, at which point, it will either automatically expire or be extended pursuant to other statutory authority until January 1, 2025.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall become effective on the first day of publication after adoption.

Passed this 13th day of June, 2023.

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

ATTEST

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

Item Added during Council Meeting.

**City of Marshall  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE RESCINDING EMERGENCY ORDINANCE NO. 7-12-2022  
ON THE SALE OF HEMP DERIVED THC (TETRAHYDROCANNABINOLS) FOOD  
AND BEVERAGES**

The Common Council of the City of Marshall, in the State of Minnesota, as follows:

SECTION 1: Recitals

WHEREAS, in July 2022, pursuant to Section 3.09 of its Charter, the City of Marshall enacted an emergency ordinance “on the sale of hemp derived THC (tetrahydrocannabinols) food and beverages”, which is set to expire on July 12, 2023; and

WHEREAS, the Legislature passed and the Governor signed HF100/SF73 (the “Act”) which establishes a regulatory framework for adult-use cannabis and lower potency hemp edibles, moves the medical cannabis program under the newly created Office of Cannabis Management, establishes taxes on regulated products, creates grants to assist individuals entering into the legal cannabis market, amends criminal penalties, provides for expungement and resentencing of certain convictions, provides for temporary regulation of hemp-derived edible cannabinoid products, reschedules marijuana, and appropriates money; and

WHEREAS, the City Council finds there is a need to study commercial activities related to (i) Cannabinoid Products, which includes Cannabis Products, Lower-Potency Hemp Edibles, and Hemp-Derived Consumer Products, (ii) Cannabis Businesses and Lower Potency Hemp Retailers and Manufacturers, and (iii) the impact of those products and businesses, as related to allowed land uses and zoning, in order to assess the necessity for and efficacy of regulation and restrictions relating to the retail sales, wholesale sales, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivery of or commercial distribution of any of the products referenced herein, including through zoning ordinances or registration/licensing, if allowed, in order to protect the public health, safety, and welfares of its residents; and

WHEREAS, the City, pursuant to its police powers under its Charter, and state statutory powers, desires to put an interim ordinance in place to prohibit any business, person, or entity from offering for retail sale, wholesale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivering or commercial distribution of Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, other than lower potency products allowed in municipal liquor, or Hemp-Derived Consumer Products, including the establishment or operation as a Cannabis Business or Lower Potency Hemp Business within the jurisdictional boundaries of the City of the City of Marshall; and

WHEREAS, the emergency ordinance 7-12-2022 expires on 7-12-2023, and the Council desires to repeal that ordinance before that date; and

Item Added during Council Meeting.

SECTION 2: Based on the above recitals, Ordinance No. 7-12-2022 is repealed.

Section 3. Effective Date: Ordinance No. 7-12-2022 shall be repealed upon the passage and publication of this ordinance.

Passed by the City Council of the City of Marshall this \_\_\_\_th day of \_\_\_\_\_, 2023.

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

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



## CITY OF MARSHALL AGENDA ITEM REPORT

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	NEW BUSINESS
<b>Type:</b>	INFO/ACTION
<b>Subject:</b>	Consider Appointments to Various Boards, Commission, Bureaus, and Authorities.
<b>Background Information:</b>	<p>Under Chapter 2, Article VI, Section 143 the City Charter states: "Appointments to all boards, commissions, bureaus and authorities shall be by the mayor and shall be confirmed by the council with the exception of the housing and redevelopment authority."</p> <p>Interviews were held prior to the regular city council meeting.</p>
<b>Fiscal Impact:</b>	
<b>Alternative/ Variations:</b>	
<b>Recommendations:</b>	To approve and appoint to the various Boards, Commissions, Bureaus, and Authorities.



## CITY OF MARSHALL ANNOUNCES OPENINGS ON THE FOLLOWING COMMISSIONS/BOARDS/AUTHORITIES

### Adult Community Center Commission

(2) Vacant positions expire 5/31/26.

### Airport Commission

(2) Vacant positions expire 5/31/26.

### Cable Commission

(2) Vacant positions expire 5/31/25.

(2) Vacant positions expire 5/31/26.

(1) Vacant position expires 5/31/24.

### Community Services Advisory Board

All positions currently filled.

### Convention and Visitors Bureau

All positions currently filled.

### Diversity, Equity, and Inclusion Commission

(3) Vacant positions expire 5/31/26.

### Economic Development Authority

All positions currently filled.

### Library Board

(1) Upcoming position expires 12/31/23.

### Marshall Municipal Utilities Commission

All positions currently filled.

### MERIT Center Commission

(2) Vacant positions expire 12/31/25.

### Planning Commission

(1) Vacant position expires 5/31/26.

### Police Advisory Board

All positions currently filled.

### Public Housing Commission

All positions currently filled.

These positions represent an opportunity for interested residents of Marshall to become more involved in local government activities. Positions are nonpaying. Interested residents can obtain additional information and applications from the City Clerk by calling 507-537-6760 or at the following website: [www.ci.marshall.mn.us](http://www.ci.marshall.mn.us). Appointments will be made by the Mayor and City Council as set forth in policy statements.

Mayor & City Council  
City of Marshall

<b>Presenter:</b>	Mayor Byrnes
<b>Meeting Date:</b>	Tuesday, June 13, 2023
<b>Category:</b>	COUNCIL REPORTS
<b>Type:</b>	INFO
<b>Subject:</b>	Commission/Board Liaison Reports
<b>Background Information:</b>	<p><b>Byrnes</b> - Fire Relief Association and Regional Development Commission</p> <p><b>Schafer</b> – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p><b>Meister</b> – Adult Community Center, Cable Commission, Economic Development Authority</p> <p><b>Schroeder</b> – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p><b>Alcorn</b> – Community Services Advisory Board, MMU Commission</p> <p><b>Moua-Leske</b> – Convention &amp; Visitors Bureau; Diversity, Equity &amp; Inclusion Commission; Library Board</p> <p><b>Lozinski</b> – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
<b>Fiscal Impact:</b>	
<b>Alternative/Variations:</b>	
<b>Recommendations:</b>	

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

FROM: Sharon Hanson, City Administrator

DATE: June 13, 2023

SUBJECT: Administrative Brief

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### CITY ATTORNEY

In May, the City of Marshall experienced the benefit of our team of lawyers. Some highlights include:

- Attended both council meetings.
- Collaboration with staff on several ordinances including meeting with facilitators and staff on rental ordinance and finalizing administrative penalties ordinance.
- Toured Public Safety with Chief to meet staff there.
- Attended Legal Executive Committee.
- Attended meeting with facilitators for rental ordinance.
- Reviewed a number of easements.
- Advised on data question related to park participants and engaged in waiver of liability discussion.
- Continued working with staff on existing and new code violations and resolving existing ones. Provided numbers to City Administrator but have had success in addressing numerous code violations.
- Assisted with C.U.P. findings of fact and process.
- Reviewed a number of contracts and advised on contracts, including mural agreements.
- Continued with the discussions regarding Cannabis bill and interim ordinances.

Work of other K&G Attorneys:

- Attorney Lykke assisted with sales tax process.
- Attorney Gilchrist is collaborating with City on developing new project legal review process.

General Updates:

- Session ended on May 22, 2023, with a lot of new bills coming out of session. Our team is in the process of providing a bullet point list of bills affecting cities which I will share once completed. Until then, I thought I would highlight the below:
- HF100 Cannabis bills passed with different effective dates for different provisions. Staff memo and proposed interim ordinance in June 13 2023 packet.
- Family medical leave bill. Under the bill, workers would be eligible for up to potentially 20 weeks of paid leave to care for themselves if they are suffering from a serious medical condition or a family member, including a newborn. It will be a state-run program similar to unemployment insurance with option to “opt out” but still have to pay and “oversight” fee. More details to come in our summary on this one.
- Open meeting law amended to allow elected or appointed official to join up to three times per calendar year from a private location if there is a health reason to do so (used to be only within so much time after the pandemic but that restriction was what was deleted).

- Amendment to Sec. 74. [13.204] POLITICAL SUBDIVISIONS LICENSING DATA to create protections for more types of data including: (a) The following data submitted to a political subdivision by a person seeking to obtain a license are classified as private data on individuals or nonpublic data: (1) a tax return, as defined by section 270B.01, subdivision 2; and (2) a bank account statement. (b) Notwithstanding section 138.17, data collected by a political subdivision as part of a license application and classified under paragraph (a) must be destroyed no later than 90 days after a final decision on the license application.
- Public Safety Duty Disability Bill passed that changes reimbursement practice from PERA for continuing benefits. More details to come in our summary. <https://www.lmc.org/news-publications/news/all/public-safety-ptsd-duty-disability-legislation/>
- Passed infrastructure bill. The bills that ultimately passed on May 22 were HF 669 and HF 670 (both authored in the House by Rep. Fue Lee, DFL-Minneapolis, and in the Senate by Sen. Sandra Pappas, DFL-St. Paul), and are made up of three primary finance components: \$1.5 billion in borrowing; \$1.1 billion in cash and \$300 million in general fund spending for nursing homes. The nursing home investment provision was key to securing support from Republican legislators.
- <https://www.lmc.org/news-publications/news/all/legislature-wraps-up-2023-session-with-passage-of-2-6-billion-infrastructure-bill/>
- City may hear about a multidistrict litigation related to PFAS. Minnesota Rural Water Association (MRWA) is partnering with the National Rural Water Association (NRWA) to educate cities with water utilities about the lawsuit. Many of our clients have not joined but let me know if you have any questions.

#### CITY PROSECUTOR:

Criminal prosecution numbers for May are as follows:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2023	2022 Comparison
Prosecution	1		5	1	5	3	2	17	25
Dismissed									
Non-Prosecution	3	3				1	3	10	6
Refer to County	1							1	1

#### ADMINISTRATION

##### Economic Development Authority

- **Project Horizon** – Staff continues to work with industrial development interested in locating in Marshall. We are currently working on site design. Site visit scheduled in July.
- **Main Street Revitalization Grant** – The grant application window is not closed. Review committee will meet June 22<sup>nd</sup>.
- **Block 100** – Currently working on Phase II and III site plans. Seeking additional parking options.
- **Hotel** – Met with developer to discuss proposed project. Initial site plan submitted and investor meeting was held.
- **CTI**– Working the MPS on the CTI Center slated to open this fall. Partnering with Pride in the Tiger on grants.
- **Kwik Trip**– Second site purchased. Expected to start demo on both sites this summer.
- **Housing Development**– Staff is working with Tapestry on an affordable housing project partially funded by MN Housing Tax Credit program. Predevelopment agreement and purchase agreement currently being written.

## **Human Resources**

- Staffing: the City welcomes the following four new employees to our fire department: Aaron Mathiowetz, Jonathon Bell, Kelly Wasberg, and Bradin Wyffels. Hiring processes have been initiated for Police Officer, Building Custodian, Community Education Coordinator, and Office Assistant/Receptionist (Community Planning dept).
- Safety: aquatic center staff, seasonal staff, and newly hired employees had safety training in June on a number of topics required by OSHA. BITCO, our new workers compensation company, initiated our annual loss control facility tours—tours of the liquor store, wastewater, and the street maintenance shop went very well. Additional site visits will be scheduled over the course of the next several months to complete a review of all facilities.
- There were several new laws passed in MN that impact HR policies and procedures. HR staff are reviewing the legislation and will be drafting proposed policy amendments for the Personnel Committee and Council to consider.

## **Clerk**

- Finalizing paperwork for Election Judges.
- Reviewing past ordinances and ensuring the documentation is available.
- Continue to work on a draft for a Youth Advisory Board.

## **Finance**

- 2022 Audit – Finance staff expect BerganKDV to issue the audited financial statements on/around June 27<sup>th</sup> and for the firm to meet with Council at the next meeting to relay results.
- Bonding – Closing of the debt issuance and the city receiving proceeds from the sale of bonds will occur on June 22<sup>nd</sup>.
- The Director of Administrative Services and the Finance Director have participated in 10 meetings/trainings with Questica to implement their budgeting suite for operating, personnel and capital modules.
- Director of Administrative Services, Finance Director and Liquor Store Manager have been reviewing and researching options for banking, credit card use and insurance after some legislative changes from the adult-use cannabis bill.

## **Assessing**

- No Report

## **Liquor Store**

- May Financials: Sales 664,785 +6.42%, Customer Count 18,853 + 3.38% and Ticket Average \$35.26 +2.92%. A great start to the Summer with all Financials trending up.
- Staff is busy doing a refresh of the sales floor that will focus on Seltzers, Ready to Drinks and Summer beer offerings.

## **COMMUNITY SERVICES**

### **Parks & Recreation**

- 26 area high school teams, 27 total games and almost 4,000 fans and players recently played in Marshall for section high school softball and baseball playoffs.
- The Marshall Aquatic Center recently opened for the summer season with great weather for the opening weekend. The MAC has 35 seasonal employees on staff this summer.
- Summer is officially here with the many programs, camps and activities have started including volleyball, track and field, baseball, t-ball, gymnastics, hockey, basketball and many more!

## Community Education

- Summer Community Education programming kicked off June 5<sup>th</sup> with a large variety of classes coming up this summer including cooking classes, invention camp, pet care classes, archery, and more!
- Finalized work plan for the Pollinator Project.
- Beginning planning for fall programming.
- Planning for Juneteenth Celebration through the City's DEI Commission in partnership with the MORE Network and SMSU.
- Have hired two new instructors to assist with Behind the Wheel throughout the summer, they will begin the week of June 12<sup>th</sup>.
- The City Band season has begun with their first concert on June 7<sup>th</sup> at Liberty Park.

## Studio 1

- Alex met with New Ulm Police Department at the MERIT Center on 5/26 to provide information about our drone program and do demonstration flights of both drones.
- We launched the new area of the City website dedicated to the new aquatic facility project, which can be found at <http://ci.marshall.mn.us/aquatic-project>
- We covered a very large number of school events the last few weeks of May.
- We completed the installation of a new PA system at the Independence Park baseball fields. MAYBA graciously donated the cost of the equipment and we partnered by completing the installation in-house with our Studio 1 staff.
- We continue to cover sporting and community events throughout town and produce our recurring monthly shows such as Tiger Talk, Community Connect, and Senior Compass.

## COMMUNITY PLANNING

### Building Services / Planning & Zoning

- About 200 open permits.
- Two Avera projects, Block 100 apartment building, Family Dollar, Kaukauna mall, and Walmart remodeling are the largest projects under construction.
- Three new houses have been approved.

## PUBLIC WORKS DIVISION

### Engineering

- Project ST-001-2023: Chip Seal Project – Awarded to Allied Blacktop Company on 02/28/2023.
- Project ST-002-2023: Bituminous Overlay Project – Awarded to Duininck, Inc. on 03/14/2023.
- Project ST-004: Halbur Road reconstruction – Project is substantially complete.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are being redrafted. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-008: Channel Parkway Resurfacing – Awarded to Duininck, Inc. on 03/14/2023.
- Project ST-009: N. 3<sup>rd</sup> St./W. Lyon St. Reconstruction – Project started 04/24/2023. Weekly property owner/business owner meetings on Tuesdays at 8:30am.
- Project SWM-002: Legion Field Stormwater Project – Phase II (Parkway Basin) – Awarded to Towne & Country Excavating LLC on 03/14/2023.
- Project MMU-001: TH 23 Watermain Crossing Project

### Building Maintenance

- No report.

### **Street Department**

- No report.

### **Airport/Public Ways Maintenance**

- No report.

### **Wastewater**

- Staff have completed 214 preventative maintenance work orders in the last 30 days.
- Continuing to visit with larger institutions in Marshall about the water softener optimization/rebate program.
- Working with engineering concerning the 2025 College Dr. project.
- The application for a chloride variance has been submitted and a schedule of compliance has been created for the MPCA concerning meeting the proposed sulfate & phosphorus limits.
- Working with the contractors on the 3<sup>rd</sup> & Lyon St. project.
- Finished locking out sump pumps in our permit program.
- Completed seasonal spring equipment maintenance work orders.

## **PUBLIC SAFETY DIVISION**

### **FIRE DEPARTMENT**

- The Fire Department responded to twenty-one (21) calls for service. Total calls for service included:
  - Fire/CO2 Alarm (6)
  - Fire; Structure (8)
  - Medical Assist (0)
  - Vehicle Accident (6)
  - Other – Assist (1)
  - Vehicle Accident (4)
  - Other (0)

### **POLICE DEPARTMENT**

- The Marshall Police Department responded to a total of 920 calls for the month of May. 125 criminal offenses were reported with a total number of 40 adults arrested.

### **OFFICER'S REPORT**

- Alarms (18)
- Accidents (35)
- Alcohol involved incidents (0)
- Assaults (11)
- Domestic Assaults (19)
- Burglaries (7)
- Criminal Sexual Conduct (6)
- Damage to Property (4)
- Keys Locked in Vehicles (26)
- Loud Party (5)/ Public Disturbances (14)
- Thefts (28)
- Traffic Related Complaints (199)
- Vandalism (9)
- Warrant Pickups (12)
- Welfare Checks/Mental Health (35)

Part-time police officer Nathan Holden has completed the field training program and is able to fill open shifts. The police department and Police Advisory Board have started the process of creating an eligibility roster for two open police officer positions. Interviews of candidates will take place June 8<sup>th</sup>.

### **DETECTIVE REPORT**

- A 74-year-old Vesta man was arrested for soliciting a child to engage in sexual conduct and disorderly conduct in a city park.
- A homeless 19-year-old man was arrested for 2<sup>nd</sup> Degree Criminal Sexual Conduct and 5<sup>th</sup> Degree Criminal Sexual Conduct stemming from an incident reported at a city park. Detectives assisted with a search warrant.
- A 20-year-old Marshall man was arrested for 3<sup>rd</sup> Degree Criminal Sexual Conduct.
- Five cases of criminal sexual conduct are under investigation.
- Six separate burglary cases and six criminal damage to property cases reported during the month of May are under investigation.
- Four cases of theft by swindle and a case of identity theft are under investigation.
- Twenty-four child protection reports and six reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.
- Sgt. Buysse presented a junior crime scene investigator course at the SWWC Service Cooperate Science and Nature Conference on May 9<sup>th</sup> at SMSU.
- Sgt. Buysse and Det. Sandgren assisted with the Bicycle Safety Extravaganza on May 15<sup>th</sup> at the Marshall Area YMCA.
- Sgt. Buysse gave a presentation on financial scams to a group of community members at the Law Enforcement Center on May 16<sup>th</sup>.

### **MERIT CENTER**

- In May, MN West conducted a Motorcycle Safety training course, Hot Water & Boiler course, Commercial Vehicle Inspection course, two EVOC courses and CDL training utilizing the driving track at the MERIT Center.
- On May 3<sup>rd</sup> Harbor Freight conducted their new employee orientation at the MERIT Center for 18 people.
- The USDA Farm Service Agency held meetings and/or training at the MERIT Center on May 3<sup>rd</sup> and May 17<sup>th</sup>. 78 individuals attended these events.
- The SW MN Private Industry Council held training and a quarterly meeting at the MERIT Center on May 5<sup>th</sup> and May 15<sup>th</sup>. 41 people attended these events.
- On May 9<sup>th</sup> ADM held Astro Nova Safety Training at the MERIT Center for 37 employees.
- On May 16<sup>th</sup> Lyon Lincoln Electric hosted an Electric Vehicle training for 23 fire fighters at the MERIT Center.
- ADM conducted Manager Safety training at the MERIT Center on May 18<sup>th</sup> for 39 employees.
- On May 25<sup>th</sup> the MERIT Center held a Wind Tower Refresher Training utilizing the wind tower prop. 7 individuals attended this training.
- The MERIT Center was utilized 26 out of 31 days in May with 267 people attending these training/events.

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

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
	January	57	0	57	33
February	89	0	89	37	0
March	99	0	99	28	1
April	97	0	97	41	1
May	125	0	125	40	0
June					
July					
August					
September					
October					
November					
December					
<b>YTD 2023</b>	<b>467</b>	<b>0</b>	<b>467</b>	<b>179</b>	<b>2</b>

	#Calls		Time in Hrs	
	Total	Spent		
	January	743	316	
February	757	319		
March	750	318		
April	728	363		
May	920	434		
June				
July				
August				
September				
October				
November				
December				
<b>YTD 2023</b>	<b>3898</b>	<b>1750</b>		

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	9	6	7	10	14								46
Property Damage	15	25	15	18	19								92
Personal Injury	1	3	5	1	2								12
Fatalities	0	0	0	0	0								0
<b>TOTAL 2023</b>	<b>25</b>	<b>34</b>	<b>27</b>	<b>29</b>	<b>35</b>	<b>0</b>	<b>150</b>						

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	45	61	49	44	47								246
Parking Tickets	91	75	23	5	0								194

Activities (Calls For Service)	*High Hours Expended												YTD
	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	
Alarms	11	11	20	14	18								74
Alcohol	0	3	2	2	0								7
Animal Bite	2	3	1	2	4								12
Animal Complaint	10	13	11	20	14								68
Assault	6	4	7	8	11								36
Assists	50	45	48	53	51								247
Auto Theft	3	1	0	1	1								6
Bike Found	0	4	1	2	9								16
Bike Theft	0	0	0	1	5								6
Burglary	0	3	0	1	7								11
Bus Violation	3	5	5	4	5								22
Check Forgery	0	1	0	0	0								1
Check Fraud	1	1	0	0	0								2
Civil Matters	12	10	8	7	17								54
Criminal Sex	2	3	2	3	6								16
Damage to Prp	2	2	4	1	4								13
Death Investigation	0	2	0	1	2								5
Domestics	10	15	12	10	19								66
Drugs/Narcotics	2	3	4	3	2								14
Family Matters	4	9	9	9	12								43
Fire Alarm	0	2	0	0	0								2
Gas Meal Assist	3	1	2	4	4								14
Gun Permits	4	10	15	8	10								47
Harassment	8	5	6	5	11								35
Intoxicated/Detox	2	2	3	1	3								11
Keys Locked In vehicles	27	21	26	24	26								124
Mental Health	8	9	6	14	8								45
Fraud	2	6	6	5	2								21
Parking Complaints	76	69	38	17	18								218
Party Loud Party	1	3	3	2	5								14
Pred - Sex Offender	2	2	1	1	0								6
Property Found	1	3	10	12	13								39
Public Disturbance	5	7	9	11	14								46
Pursuit	0	0	0	1	0								1
Runaway	2	3	7	3	9								24
Escort Funeral,other	13	13	8	7	9								50
Search Warrant	1	0	0	1	0								2
Suspicious Anything	38	34	42	50	97								261
Suspicious Vehicle	3	4	3	5	6								21
Tobacco Violation	1	1	2	2	0								6
Theft	17	18	14	14	28								91
Trains	1	0	0	1	0								2
Transport (Marshall PD etc)	1	2	2	2	3								10
Trespassing	10	6	6	9	10								41
Traffic Related Complaints	190	224	200	142	199								955
Unsecured Building	0	1	2	2	0								5



<b>Applicant Name</b>	<b>Location</b>	<b>Description of Work</b>	<b>Valuation</b>
Austin Truso	814 MAIN ST W	Building Demolition - Total Building ONLY	35,000.00
BEN & TIFFANY MEULEBROECK JT	206 SARATOGA ST W	Doors	1,400.00
BISBEE PLUMBING & HEATING	305 ELM ST	Plumbing - Water heater	900
BRELAND ENTERPRISES INC	102 FREMONT ST	Foundation Repair	15,038.00
BRELAND ENTERPRISES INC	122 SARATOGA ST E	Foundation Repair	5,493.00
BRELAND ENTERPRISES INC	308 1ST ST S	Interior Remodeling - ANY Work Inside, Except Fireplace	3,344.65
CURTIS E VANMEVEREN	617 MARSHALL ST W	Re-Roofing	8,600.00
DAWN M BAHN	603 HAWTHORN DR	Doors	3,620.00
DENNIS GREEN &	821 MAIN ST W, 821 MAIN ST W	Re-Siding, Windows	9,000.00
Doom & Cuypers Construction, I	300 TIGER DR	Accessory Building (Garages, Sheds, Gazebos, etc)	170,290.00
ENERGY SAVING SERVICE INC	900 SILVERVINE DR	HVAC - Air Conditioning, [condensing unit only]	3,790.00
ENERGY SAVING SERVICE INC	1420 COLLEGE DR E	HVAC - Air Conditioning, [condensing unit only]	6,575.00
GESKE BUILDING & SUPPLY COMPAN	400 WOODLAND WY	Doors	1,400.00
GESKE BUILDING & SUPPLY COMPAN	903 POPLAR AV, 903 POPLAR AV	Doors, Windows	7,000.00
HEARTLAND MECHANICAL INC	300 OSLO AV	Both - New building AND Air Conditioning, Furnace	0
HELADIO RAMOS LOPEZ	614 REDWOOD ST W, 614 REDWOOD ST W	Re-Roofing, Re-Siding	17,200.00
Heyn Brothers Construction	1600 COLLEGE DR E	Re-Roofing	51,000.00
Indigo Signs	1001 COLLEGE DR E	Directional/Site Sign , Electronic/LED Sign , Monumental (ground) Sign , Wall Mounted Sign	50,000.00
JASPER A PEGEL	806 4TH ST N, 806 4TH ST N	Doors, Windows	14,000.00
JEFF GLADIS CONSTRUCTION LLC	403 KOSSUTH AV, 403 KOSSUTH AV, 403 KOSSUTH AV	Re-Roofing, Re-Siding, Windows	23,000.00
KEVIN GOSLAR TRIO PLUMBING & H	627 SOUTHVIEW DR W	HVAC - Air Conditioning, [air handler and heat bank]	6,750.00
KEVIN GOSLAR TRIO PLUMBING & H	203 HIGH ST N	HVAC - Furnace	4,500.00
Marcus Construction	1406 COLLEGE DR E	Monumental (ground) Sign	32,500.00
MINNESOTA CABINETS INC	600 3RD ST N	Windows	700
N/A	306 REDWOOD ST W	Re-Roofing	18,850.00
NATHAN J & LAURA R DELICH JT	1500 WESTWOOD DR	Re-Siding	7,500.00
PEAK PROS INC	118 MAPLE ST W	Re-Roofing	5,200.00
ROADSIDE DEVELOPERS INC	803 LAWERENCE CT	HVAC - Air Conditioning	5,300.00
ROBERT JUSTIN ARENDS	206 WHITNEY ST N	Accessory Building (Garages, Sheds, Gazebos, etc)	30,240.00
RONALD V SCHILLING REV TRUST	605 SOUTHVIEW DR W	Building Demolition - Total Building ONLY	100
SKD HOLDINGS LLP	204 ROBERT ST	Windows	1,952.00
STRAND HOME SERVICES LLC	603 MINNESOTA ST N	Windows	2,000.00
SWENSONS P&H INC	1301 ELLIS AV	HVAC - Air Conditioning	3,800.00
Timothy Swanson	1220 COLLEGE DR E	Re-Roofing	7,680.00
WESTERN PRINT GROUP	240 MAIN ST W	Wall Mounted Sign	1,100.00

# 2023 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

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## January

1. January 10, 2023
2. January 24, 2023

## February

1. February 14, 2023
2. February 28, 2023

## March

1. March 14, 2023
2. March 28, 2023

## April

1. April 11, 2023
2. April 25, 2023

## May

1. May 9, 2023
2. May 23, 2023

## June

1. June 13, 2023
2. June 27, 2023

## July

1. July 11, 2023
2. July 25, 2023

## August

1. August 08, 2023
2. August 22, 2023

## September

1. September 12, 2023
2. September 26, 2023

## October

1. October 10, 2023
2. October 24, 2023

## November

1. November 14, 2023
2. November 28, 2023

## December

1. December 12, 2023
2. December 26, 2023

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## 2023 Uniform Election Dates

- February 14, 2023
- April 11, 2023
- May 9, 2023
- August 08, 2023
- November 07, 2023

### 204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



## Upcoming Meetings

### June

- 06/13 Rental Ordinance Committee, 12:00 PM, City Hall
  - 06/13 Interviews for Various Boards & Commissions, 4:45 PM, City Hall
  - 06/13 Regular Meeting, 5:30 PM, City Hall
  - 06/27 Regular Meeting, 5:30 PM, City Hall
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### July

- 07/11 Regular Meeting, 5:30 PM, City Hall
- 07/25 Work Session, 4:00 PM, City Hall
- 07/25 Regular Meeting, 5:30 PM, City Hall