



CITY OF MARSHALL
City Council Meeting
Agenda
Tuesday, March 12, 2024 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Regular Meeting Held on February 27th

PUBLIC HEARING

2. Issuance of Revenue Bonds by the South Dakota Health and Educational Facilities Authority for Avera Health to Finance a Project Located in the City of Marshall – 1) Public Hearing; 2) Consider Resolution Providing Host Approval for Issuance
3. Project ST-010: Lyon Circle Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans; 3) Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids

CONSENT AGENDA

4. Consider Approval of Event and Recurring Use Contracts for Use at the Adult Community Center
5. Vacation of Utility Easement in Minnesota Corn Processors Industrial Park 1st Addition -- Receive Petition for Vacation and Call for Public Hearing
6. Consider Requests of Shades of the Past Car Club – May 31, 2024, Cruise and June 1, 2024, Car Show
7. Approval of Service Agreement for Concessionaire at Amateur Sports Complex
8. Liberty Park Bandshell Project - Approve Resolution of Support to Apply for Minnesota DNR Outdoor Recreation Grant
9. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

10. Channel Parkway Addition - 1) Approval of Preliminary Plat; 2) Resolution Approving the Final Plat
11. Consider Resolutions Providing for the Issuance and Sale of General Obligation Bonds, Series 2024A and General Obligation Grant Anticipation Notes, Series 2024B

COUNCIL REPORTS

12. Councilmember Individual Items
13. Commission/Board Liaison Reports

STAFF REPORTS

14. City Administrator
15. Director of Public Works/City Engineer
16. City Attorney

ADMINISTRATIVE REPORTS

17. Administrative Brief

INFORMATION ONLY

18. Cash and Investments
19. Building Permits

MEETINGS

20. Upcoming Meetings

ADJOURN

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

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 12, 2024
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider Approval of the Minutes from the Regular Meeting Held on February 27th
Background Information:	Enclosed are the minutes from the previous meetings.
Fiscal Impact:	
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting.
Recommendations:	That the minutes from the meeting held on February 27th be approved as filed with each member and that the reading of the same be waived.

**CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, February 27, 2024**

The regular meeting of the Common Council of the City of Marshall was held February 27, 2024, 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: Amanda Schroeder, John Alcorn, See Moua-Leske, Steve Meister and James Lozinski. Absent: Craig Schafer. 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; Scott Truedson, Wastewater Superintendent; and Steven Anderson, City Clerk.

Mayor Byrnes indicated that the council was meeting 30 minutes earlier than usual because of precinct caucuses that were being held in the city. State Statute 202A.19 subd. 1 requires “no... city council may conduct a meeting after 6:00 p.m. on the day of a major political party precinct caucus.”

Approval of the Agenda

No changes were requested to the agenda.

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

Consider Approval of the Minutes from the Regular Meeting Held on February 13th

No changes were made to the minutes from February 13th.

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

Project ST-012-2024: South Whitney Street Reconstruction Project (E College Dr to Jean Ave) - 1) Resolution Declaring Official Intent Regarding the Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds; 2) Resolution Accepting Bid (Awarding Contract)

Director Anderson provided background information on the project that consisted of reconstruction of the sidewalk, roadways, and utility replacement on South Whitney Street from East College Drive to Jean Avenue. All public utilities would be replaced, including watermain, sanitary sewer, and storm sewer on South Whitney Street. Other items of work included pavement removal, aggregate base, bituminous surfacing, sidewalks, curb and gutter, and other minor work. On February 22, 2024, four bids were received. The low bid was from D&G Excavating, Inc. of Marshall, Minnesota, in the amount of \$1,565,706.60. The engineer's estimate was approximately \$1,755,700. The estimated total project cost included a 5% allowance for contingencies and 16% for engineering and administrative costs was \$1,907,030.64. All improvements would be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation.

Motion made by Councilmember Schroeder, Seconded by Councilmember Moua-Leske to adopt Resolution 24-020 Regarding Reimbursement of Expenditures with the Proceeds of Tax-Exempt Bonds for Project ST-012-2024. Voting Yea: Mayor Byrnes, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Abstaining: Councilmember Lozinski. The motion **Carried. 6-0-1.**

Motion made by Councilmember Alcorn, Seconded by Councilmember Moua-Leske to adopt Resolution 24-021 accepting bids and awarding the contract to D&G Excavating Inc for Project ST-012-2024. Voting Yea: Mayor Byrnes, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting

Abstaining: Councilmember Lozinski. The motion **Carried. 6-0-1.**

Approval of the Consent Agenda

Councilmember Lozinski requested that Consider Approval of License Renewals for Garbage/Refuse Haulers and Project ST-001-2024: Chip Sealing on Various City Streets - Consider Authorization to Advertise for Bids be removed from the consent agenda. Councilmember Meister also asked that Consider resolution calling for a public hearing on an issue of revenue bonds on behalf of Avera Health be removed.

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

- Channel Parkway Addition – Introduction of Preliminary Plat
- Project ST-002-2024: Bituminous Overlay Project - Consider Authorization to Advertise for Bids
- Consider a Resolution of Support for Bioforge Marshall (Solugen) to the MN Forward Fund
- Consider Resolution Calling for a Public Hearing on an Issue of Conduit Revenue Bonds on Behalf of the Foundation for Innovation in Education to be Leased to and Operated by the Southwest West Central Service Cooperative (SWWC)
- Consider Approval of the Bills/Project Payments

Consider Approval of License Renewals for Garbage/Refuse Haulers

Councilmember Lozinski asked if in the future more garbage haulers were to be licensed in the city that a possible limit be imposed or perhaps divide the city by haulers. The trucks can be harsh on alleys and having four to five different haulers go down a single alley would be strenuous to the alley.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to approve Garbage/Refuse Hauler licenses for Southwest Sanitation, West Central Sanitation and Waste Management for 2024. Voting Yea: Mayor Byrnes, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Project ST-001-2024: Chip Sealing on Various City Streets - Consider Authorization to Advertise for Bids

The estimated total cost of the project was \$161,267 for Channel Parkway, Susan Drive, Tiger Drive, Soucy Drive, Fremont Street, Pleasant Street, Ranch Avenue, and Winifred Circle. Councilmember Lozinski didn't believe chip sealing to be cost effective. Director Anderson said that the topic gets discussed extensively at PI&T and concerns are brought up and city staff would still recommend moving ahead with advertising for bids.

Motion made by Councilmember Alcorn, Seconded by Councilmember Schroeder to authorize advertisement for bids for Project ST-002-2024 Bituminous Overlay. Voting Yea: Mayor Byrnes, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske. Voting Nay: Councilmember Meister, Councilmember Lozinski. The motion **Carried. 5-2.**

Consider Resolution Calling for a Public Hearing on an Issue of Revenue Bonds on Behalf of Avera Health

Avera Health planned to acquire, construct, remodel, renovate and equip certain health care facilities located in Marshall owned by Avera Marshall, an affiliate of Avera Health and a Minnesota nonprofit corporation, through the issuance by the South Dakota Health and Educational Facilities Authority of one or more series of revenue bonds, of which an amount not to exceed \$3,000,000 will be applied to finance the Project. Since the Project to be financed by the Bonds is in the City, Section 147(f) of the Internal Revenue Code of 1986, and regulations promulgated thereunder, require that prior to the issuance of the Bonds, this Council approve the use of proceeds of the Bonds to improve facilities located in the City, after conducting a public hearing thereon. A public hearing on the proposal to issue the Bonds to finance the Project is proposed to be held on March 12, 2024, at 5:30 p.m. The City is being asked to provide

“host approval” under Section 147(f) of the IRS Code for the issuance of tax-exempt conduit revenue bonds by the South Dakota Health and Educational Facilities Authority. Host approval, which requires the City to hold a public hearing and adopt an approving resolution, must be provided by the City for the South Dakota Authority to issue such bonds since the project to be financed by the bonds was in the City of Marshall. As with all conduit revenue bonds the City will have no obligation to pay the bonds even if the project encounters financial difficulties. And the issuance of the bonds by the South Dakota Authority will not impact the City whatsoever. The Tax Equity and Fiscal Responsibility Act (TEFRA) hearing is an IRS requirement for any nonprofit borrower seeking tax-exempt bonds through a conduit issuer. The hearing is held to allow members of the public to comment, contest, oppose, or support the use of tax-exempt bonds for a non-profit borrower that is providing a public benefit. Avera Marshall has completed the City’s application for tax exempt financing and returned the completed form with a non-refundable application fee to the Director of Administrative Services. Councilmember Meister requested the item to be removed as he was an employee of Avera Health and thought it best to abstain from the vote.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to adopt Resolution 24-022 calling for a public hearing on behalf of Avera Health. Voting Yea: Mayor Byrnes, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Abstaining: Councilmember Meister. The motion **Carried. 6-0-1.**

Wastewater Items – 1) Wastewater NPDES Permit Update; 2) Consider Authorization to Utilize Wastewater Funds to Continue the Water Softener Rebate Program (Project WW-002)

Scott Truedson, Wastewater Supervisor, provided an update on the Wastewater National Pollutant Discharge Elimination System (NPDES) permit. Wastewater staff requested and were granted a 15-year schedule of compliance from NPDES to allow time to work on source reduction for sulfates. New proposed limits on phosphorus would need to be reached later in the year and was obtainable but upgrades would be needed in the following years for the effluent filter system. The water softener rebate program was funded by a grant from Minnesota Pollution Control and grant money ran out as of February 27, 2024. Staff would have liked to continue the rebate program to encourage citizens to optimize or replace older systems. Councilmember Lozinski asked if the Wastewater Department had a ballpark number of water softeners in the city because the number of optimizations and replacements seemed like a small percentage of the community. Director Anderson agreed with Councilmember Lozinski and believed that there are thousands of softeners in the city and was part of the reason the wastewater facility would like to continue the rebate program to replace/optimize as many as possible. Councilmember Moua-Leske asked if efforts were made by local softener companies to reach out to customers who had older units. Truedson verified that was part of the campaign and a good portion of the grant funding was used for education and advertisement. Councilmember Moua-Leske also inquired if steps were taken to reach out to non-English speaking citizens. Flyers were provided with Spanish text, but other languages hadn’t been provided. Councilmember Meister queried where the funding would come from and if it was possible for additional funding from the EPA or MPCA.

Motion made by Councilmember Lozinski, Seconded by Councilmember Schroeder to authorize city staff to continue the water softener rebate program using dedicated funds in the wastewater budget and to replenish the fund at the time of fee resolutions. Voting Yea: Mayor Byrnes, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

Project ST-010: Lyon Circle Reconstruction Project - Consider Resolution Receiving Feasibility Report and Calling Hearing on Improvement

Director Anderson explained the project consisted of reconstruction of the street, curb and gutter, and utility replacement work. The sanitary sewer would be replaced, along with service lines, and the water main would be extended with a fire hydrant added at the end of the circle. Storm sewer piping and intakes would be replaced at the intersection of Lyon Circle and E. Lyon Street. Other items of work included pavement removal, aggregate base, concrete valley gutter, and bituminous surfacing. Lyon Circle had been included in the 2024 CIP for complete

reconstruction. The newly constructed road would be narrower than the current circle, a reflection of the very low traffic demand for the dead-end circle. The project had been presented and discussed at the following PI/T meetings: 01/24/2023, 02/14/2023, 10/24/2023 and 02/13/2024. In addition, a public informational meeting was held on 01/18/2024. Notices were mailed to all owners; however, no property owners attended the meeting. All improvements are proposed to be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem participation.

Motion made by Councilmember Lozinski, Seconded by Councilmember Alcorn to adopt Resolution 24-026 Receiving the Feasibility Report and Call for Hearing for Project ST-010 Lyon Circle Reconstruction. Voting Yea: Mayor Byrnes, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister. The motion **Carried. 6-1.**

Commission/Board Liaison Reports

Byrnes	Fire Relief Assoc.: Held their annual meeting. SRDC: Funding was received to assist smaller communities with grant writing.
Schafer	Absent.
Meister	No report.
Schroeder	EDA: E. College Drive grants were being distributed and changes should be coming along the corridor when the funds get used. Planning: Talked about the preliminary plat for Channel Parkway that was approved.
Alcorn	No report.
Moua-Leske	No report.
Lozinski	No report.

Councilmember Individual Items

Mayor Byrnes indicated that Solugen (Bioforge Marshall) would be having their groundbreaking event April 11th.

City Administrator

During the EDA meeting a business representative approached the EDA about childcare needs in the area. The DEI Commission was slated to have their first strategic planning meeting in April and discussion on different translation services.

Director of Public Works/City Engineer

In collaboration with the Assessor's office, letters were sent to non-homestead property owners about the Rental Code Ordinance and the required registration.

City Attorney

No report.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjournment

At 5:39 PM Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to adjourn the meeting. Voting Yea: Mayor Byrnes, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. The motion **Carried. 7-0.**

Attest:

Steven Anderson, City Clerk

Robert Byrnes, Mayor

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, March 12, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Issuance of revenue bonds by the South Dakota Health and Educational Facilities Authority for Avera Health to finance a project located in the City of Marshall – 1) Public Hearing; 2) Consider resolution providing host approval for said issuance
Background Information:	<p>Hold a public hearing on an issue of revenue bonds for Avera Health.</p> <p>Avera Health plans to remodel, renovate and equip certain health care facilities located in the City (the “Project”) owned by Avera Marshall, an affiliate of Avera Health and a Minnesota nonprofit corporation, through the issuance by the South Dakota Health and Educational Facilities Authority of one or more series of revenue bonds, of which an amount not to exceed \$3,000,000 will be applied to finance the Project.</p> <p>Since the Project to be financed by the Bonds is located in the City, Section 147(f) of the Internal Revenue Code of 1986, and regulations promulgated thereunder, require that prior to the issuance of the Bonds, this Council approve the use of proceeds of the Bonds to improve facilities located in the City, after conducting a public hearing thereon. The public hearing on the proposal to issue the Bonds to finance the Project was noticed to be held on March 12, 2024, at 5:30 p.m., in Council Chambers. Published notice was included in the March 5, 2024, issue of the Marshall Independent.</p> <p>The City is being asked to provide “host approval” under Section 147(f) of the IRS Code for the issuance of tax-exempt conduit revenue bonds by the South Dakota Health and Educational Facilities Authority. Host approval, which requires the City to hold a public hearing and adopt an approving resolution, must be provided by the City in order for the South Dakota Authority to issue such bonds since the project to be financed by the bonds is located in the City of Marshall.</p> <p>As with all conduit revenue bonds the City will have no obligation to pay the bonds even if the project encounters financial difficulties. And the issuance of the bonds by the South Dakota Authority will not impact the City whatsoever.</p> <p>The Tax Equity and Fiscal Responsibility Act (TEFRA) hearing is an IRS requirement for any non-profit borrower seeking tax-exempt bonds through a conduit issuer. The hearing is held to allow members of the public to comment, contest, oppose, or support the use of tax-exempt bonds for a non-profit borrower that is providing a public benefit.</p> <p>Avera Marshall has completed the City’s application for tax exempt financing and returned the completed form with non-refundable application fee to the Director of Administrative Services.</p> <p>Christy Coudron and Tracy Deutz (VP Operations at Marshall) will attend the public hearing to support Avera Marshall. Kendall Kliewer from Avera Health will also attend via Zoom.</p>

	The resolution to be considered is in the Council packet.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	<p>Recommendation No. 1: Hold and close the public hearing</p> <p>Recommendation No. 2: Adopt the resolution providing host approval for the issuance of revenue bonds by the South Dakota Health and Educational Facilities Authority for Avera Health to finance a project located in the City of Marshall</p>

**Extract of Minutes of Meeting of the
City Council of the City of Marshall, Minnesota**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Marshall, Minnesota was duly held at the City Hall Council Chambers, 344 West Main Street in the City of Marshall, Minnesota (the “City”), on March 12, 2024, at approximately 5:30 P.M.

The following Council Members were present:

and the following were absent:

The _____ announced that this was the time and place for a public hearing on a proposal for the issuance of revenue bonds by the South Dakota Health and Educational Facilities Authority on behalf of Avera Health, a South Dakota nonprofit corporation and/or certain corporate affiliates thereof, for the purpose of financing facilities for a health institution located in the City. The following persons appeared:

After all persons present had an opportunity to express their views, the hearing was closed.

Council Member _____ then introduced the following written resolution, the reading in full thereof having been dispensed with by unanimous consent, and moved the adoption thereof:

RESOLUTION PROVIDING HOST APPROVAL FOR THE ISSUANCE
OF REVENUE BONDS BY THE SOUTH DAKOTA HEALTH AND
EDUCATIONAL FACILITIES AUTHORITY FOR AVERA HEALTH TO
FINANCE A PROJECT LOCATED IN THE CITY OF MARSHALL

The motion for adoption of the foregoing resolution was duly seconded by Council Member _____, 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.

RESOLUTION NO. 24-027

RESOLUTION PROVIDING HOST APPROVAL FOR THE ISSUANCE OF REVENUE BONDS BY THE SOUTH DAKOTA HEALTH AND EDUCATIONAL FACILITIES AUTHORITY FOR AVERA HEALTH TO FINANCE A PROJECT LOCATED IN THE CITY OF MARSHALL

WHEREAS, Avera Health, a South Dakota nonprofit corporation (the “Corporation”), has requested that the South Dakota Health and Educational Facilities Authority, a body politic and corporate and a public instrumentality of the State of South Dakota (“Authority”), issue one or more series of revenue bonds under Sections 1-16A-1 through 1-16A-92 of the South Dakota Codified Laws, in a principal amount not to exceed \$465,000,000 (the “Bonds”); and

WHEREAS, the Corporation intends to use the proceeds from the sale of the proposed Bonds to finance or refinance projects located in the States of South Dakota and Minnesota; and

WHEREAS, a portion of the Bonds (the “Local Portion”) will be issued to: (1) reimburse Avera Marshall (“Avera Marshall”), a Minnesota nonprofit corporation and an affiliate of the Corporation, for the costs of remodeling, renovating and equipping Avera Marshall Regional Medical Center, an acute care hospital located at 300 South Bruce Street in Marshall, Minnesota, to relocate the pharmacy therein (the “Project”), and (2) pay costs of issuance associated with the Local Portion; and

WHEREAS, the aggregate face amount of the Bonds will not exceed \$465,000,000, with an amount not to exceed \$3,000,000 thereof constituting the Local Portion; and

WHEREAS, the Corporation requests that the City of Marshall, Minnesota (the “City”) consent to the issuance of the proposed Local Portion by the Authority; and

WHEREAS, the City conducted a public hearing on March 12, 2024 in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, and Treasury Regulations, Section 1.147(f)-1(b)(3), on the proposal to issue the Local Portion, which will be used to finance the Project and to finance the costs of issuing such Local Portion; and

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The issuance of the Local Portion by the Authority in an amount not to exceed \$3,000,000 to finance the Project is hereby approved, including for purposes of providing host approval under the Section 147(f) of the Internal Revenue Code of 1986 and Treasury Regulations, Section 1.147(f)-1(b)(3).
2. The Mayor, City Administrator, and City Clerk (the “Authorized Officers”) of the City are hereby authorized and directed to do all such acts and things and to execute or accept all such documents as may be necessary to carry out and comply with the provisions of these resolutions, and all of the acts and doings of the Authorized Officers of the City which are in conformity with the intent and purposes of these resolutions and within the parameters set forth herein, whether heretofore or hereafter taken or done, shall be and are hereby authorized, ratified, confirmed and approved.

Adopted by the City Council of the City of Marshall, Minnesota this 12th day of March,
2024.

Mayor

ATTEST:

City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 12, 2024
Category:	PUBLIC HEARING
Type:	ACTION
Subject:	Project ST-010: Lyon Circle Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans; 3) Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids
Background Information:	<p>Property owners affected by the above-referenced project have been notified, according to law, that a hearing would be held on March 12, 2024. A public presentation will be made followed by any discussion.</p> <p>This project consists of: reconstruction of the street, curb and gutter, and utility replacement work. The sanitary sewer will be replaced, along with service lines, and the storm sewer piping and intakes will be replaced at the intersection of Lyon Circle and E. Lyon Street. Other items of work included in this project are pavement removal, aggregate base, concrete valley gutter, and bituminous surfacing.</p> <p>Lyon Circle has been included in the 2024 CIP for complete reconstruction. The newly constructed road will be narrower than the current circle, a reflection of the very low traffic demand for the dead-end circle.</p> <p>This project has been presented and discussed at the following PI/T meetings: 01/24/2023, 02/14/2023, 10/24/2023 and 02/13/2024. In addition, a public informational meeting was held on 01/18/2024. Notices were mailed to all owners. No property owners attended the meeting.</p> <p>To proceed with this project, adoption of the resolution ordering improvement requires a “super-majority” vote, meaning the Council can only adopt the resolution by a four-fifths vote of all members of the Council.</p>
Fiscal Impact:	The engineer’s estimate for the construction portion of the project is approximately \$225,800. The total estimated project cost, including 10% allowance for contingencies and 16% for engineering and administrative costs is approximately \$275,000. All improvements will be assessed according to the current Special Assessment Policy, including but not limited to participation from Marshall Municipal Utilities, Wastewater Department, Surface Water Management Utility Fund and Ad Valorem. Final approval of the project must include determination of funding sources.
Alternative/ Variations:	No alternative actions recommended.

Recommendations:	<p>Recommendation No. 1: that the Council close the public hearing on improvement for Project ST-010.</p> <p>Recommendation No. 2: that the Council adopt RESOLUTION NUMBER 24-028, which is the “Resolution Ordering Improvement and Preparation of Plans” for Project ST-010.</p> <p>Recommendation No. 3: that the Council adopt the Resolution 24-029, which is the “Resolution Approving Plans and Specifications and Ordering Advertisement for Bids” for Project ST-010.</p>
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RESOLUTION NO. 24-028

RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, a resolution of the City Council adopted the 27th day of February, 2024, fixed a date for a Council hearing for proposed improvements under the following project:

PROJECT ST-010: LYON CIRCLE RECONSTRUCTION PROJECT -- This project consists of: reconstruction of the street, curb and gutter, and utility replacement work. The sanitary sewer will be replaced, along with service lines, the water main will be extended with a fire hydrant added at the end of the circle, and the storm sewer piping and intakes will be replaced at the intersection of Lyon Circle and E. Lyon Street. Other items of work included in this project are pavement removal, aggregate base, concrete valley gutter, and bituminous surfacing.

AND WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 12th day of March, 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council resolution receiving the Feasibility Report adopted the 27th day of February, 2024.
3. Jason R. Anderson, P.E. is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

Passed and adopted by the Council this 12th day of March 2024.

Mayor

ATTEST:

City Clerk

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

RESOLUTION NUMBER 24-029

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

WHEREAS, pursuant to a resolution passed by the council on March 12, 2024, 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-010: LYON CIRCLE RECONSTRUCTION PROJECT -- This project consists of: reconstruction of the street, curb and gutter, and utility replacement work. The sanitary sewer will be replaced, along with service lines, the water main will be extended with a fire hydrant added at the end of the circle, and the storm sewer piping and intakes will be replaced at the intersection of Lyon Circle and E. Lyon Street. Other items of work included in this project are pavement removal, aggregate base, concrete valley gutter, and bituminous surfacing.

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 12th day of March 2024.

Mayor

ATTEST:

City Clerk

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

State Of Minnesota
City of Marshall, Minnesota
Project Number ST-010
Construction Plans for Sanitary Sewer, Watermain, Storm Sewer,
Grading, Curb and Gutter, Bituminous Surfacing, and Misc. work for:

Lyon Circle
SECTION 10 T111N, R41W

This map shows the project area in San Jose, CA. The project area is highlighted in red and labeled "PROJECT AREA" with a red arrow pointing to the intersection of Lyon Cir and Highway 23. The map includes several streets: Sunset Cir, Morningside Cir, Horizon Cir, Woodland Way, Ruce Cir, Jefferson Ave, Van Buren Cir, Evergreen Ave, Arbor Ct, Garden Circle, Parkside Dr, Prospect Rd, Prospect Circle, Adobe Rd, Adobe Circle, Carlson St, Jewett St, Peterson St, Mall St, Commerce Circle, Sherman Ave, O'Connell St, East Lyon St, E. Lyon St, Lyon Cir, Baseline Rd, Clarice Ave, Brian St, Nuese Lane, and Independence Park. The map also shows the location of Park Side School and the intersection of Highway 23 and Highway 101.

State Of Minnesota
City of Marshall, Minnesota
Project Number ST-010

Construction Plans for Sanitary Sewer, Watermain, Storm Sewer,
Grading, Curb and Gutter, Bituminous Surfacing, and Misc. work for:

State Of Minnesota
City of Marshall, Minnesota
Project Number ST-010

Construction Plans for Sanitary Sewer, Watermain, Storm Sewer,
Grading, Curb and Gutter, Bituminous Surfacing, and Misc. work for:

A map of the Park Side School area. The school is located in the center, labeled "PARK SIDE SCHOOL". Surrounding streets include Jefferson Ave, Van Buren Ave, Evergreen Ave, Arbor Ct, Parkside Dr, Prospect Rd, Prospect Circle, Adobe Circle, Adobe Rd, Carlson St, Sherman Ave, O'Connell St, and East Lyon St. The map shows the layout of these streets and the school's position relative to them.

A map of the Independence Park area. The map shows several streets: E. LYON ST at the top, LYON CIR (a red line with a red dot) intersecting Trunk Highway 23, and EAST LYON ST at the top right. On the left side, there are BRIAN ST, NUESE LANE, and INDEPENDENCE PARK. At the bottom, there are BASELINE RD and CLARICE AVE. A red box labeled 'PROJECT AREA' points to a location on Trunk Highway 23. A north arrow is located on the right side of the map.

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<u>INDEX</u>	
<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	Title Sheet
2	Estimated Quantity Sheet
3	Construction Notes Sheet
4	Typical Section Sheet
5	Construction Detail Sheet
6-7	SWPPP Sheet
8	Removal Sheet
9	Utility Plan & Profile Sheet
10	Surfacing Plan & Profile Sheet
HORIZONTAL DATUM: NAD83 VERTICAL DATUM: NAVD88	

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

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA

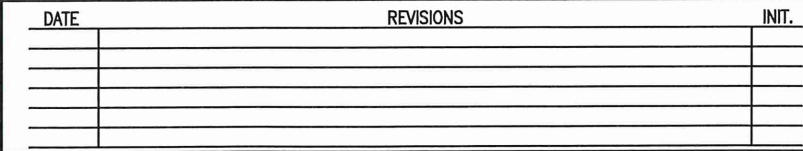
DATE _____
REG NO 53322

APPROVED: MARSHALL MUNICIPAL UTILITIES

	CITY PROJECT NO. ST-010	DATE 03/01/2024
	STATE AID PROJECT NO.	SHEET NO. Page 18

APPROVED: CITY ENGINEER, MARSHALL MINNESOTA

APPROVED: MARSHALL MUNICIPAL UTILITIES _____ DATE _____

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LYON CIRCLE
TITLE SHEET

LYON CIRCLE
TITLE SHEET

CITY PROJECT NO.	ST-010
STATE AID PROJECT NO.	

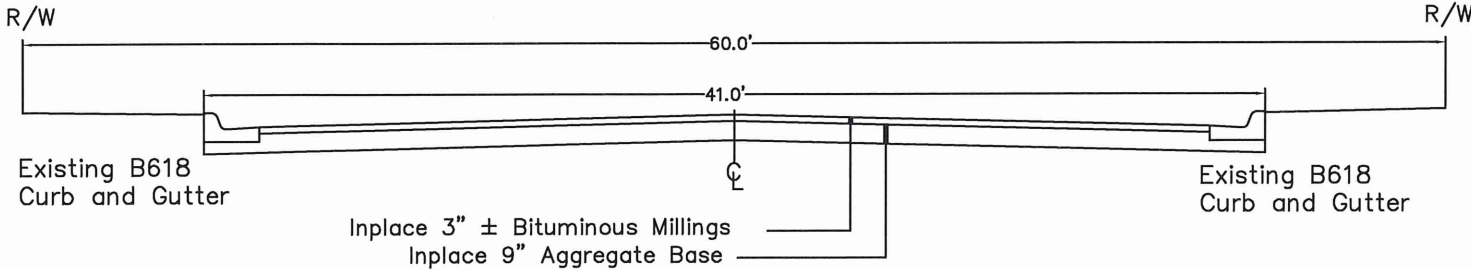
CITY PROJECT NO.	ST-010
STATE AID PROJECT NO.	

STATE AID PROJECT NO.

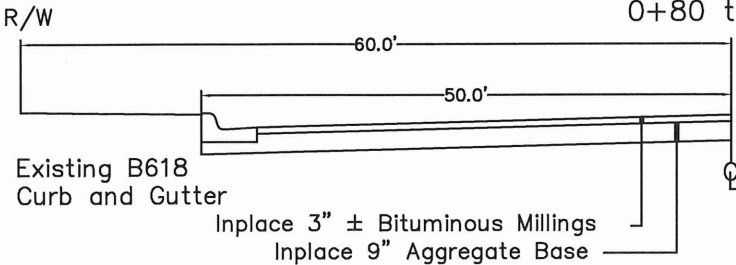
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Existing Typical Section

Lyon Circle
0+00 to 0+80

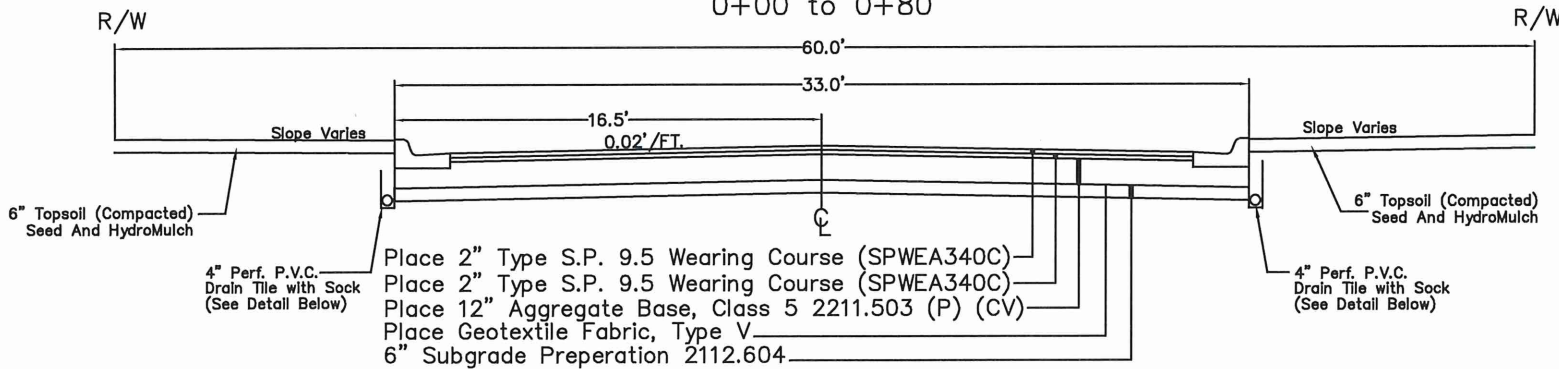


Lyon Circle
0+80 to 1+72

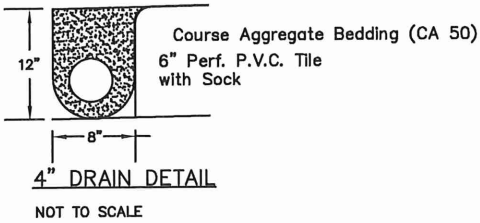
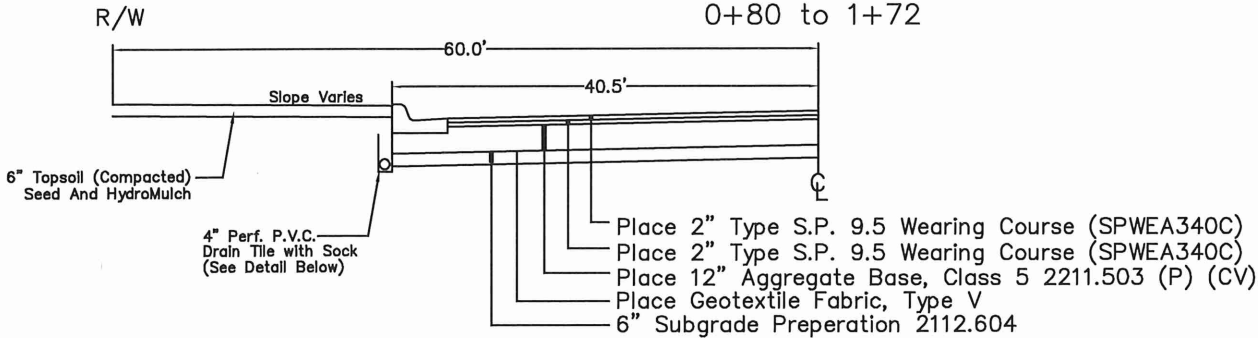


Proposed Typical Section

Lyon Circle
0+00 to 0+80




Lyon Circle
0+80 to 1+72



Not to Scale

DESIGNED BY: JRL	DATE	REVISIONS	INIT.
DRAWN BY: JRL			
Item 3.			
SCALE: N/A			



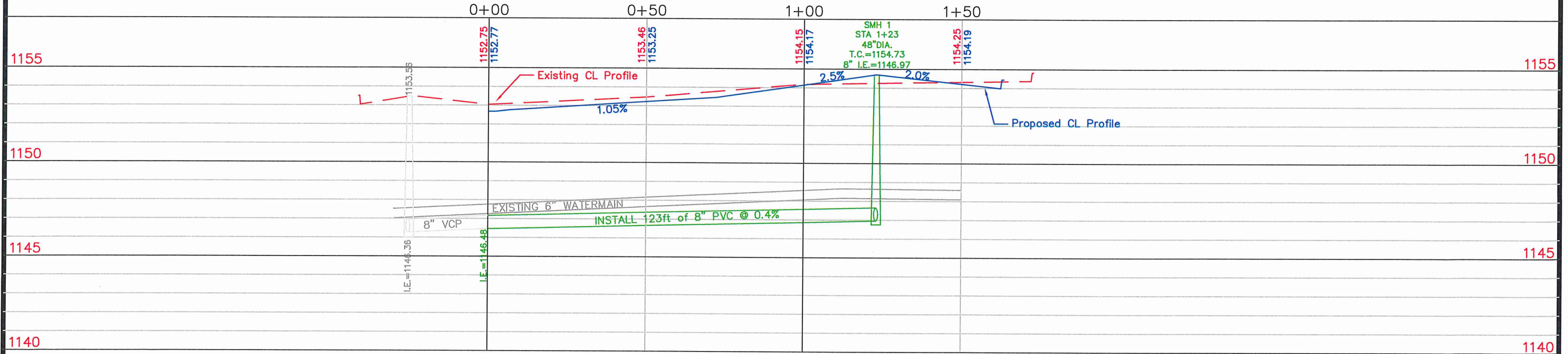
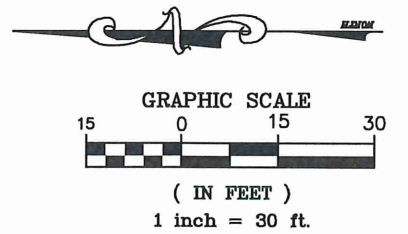
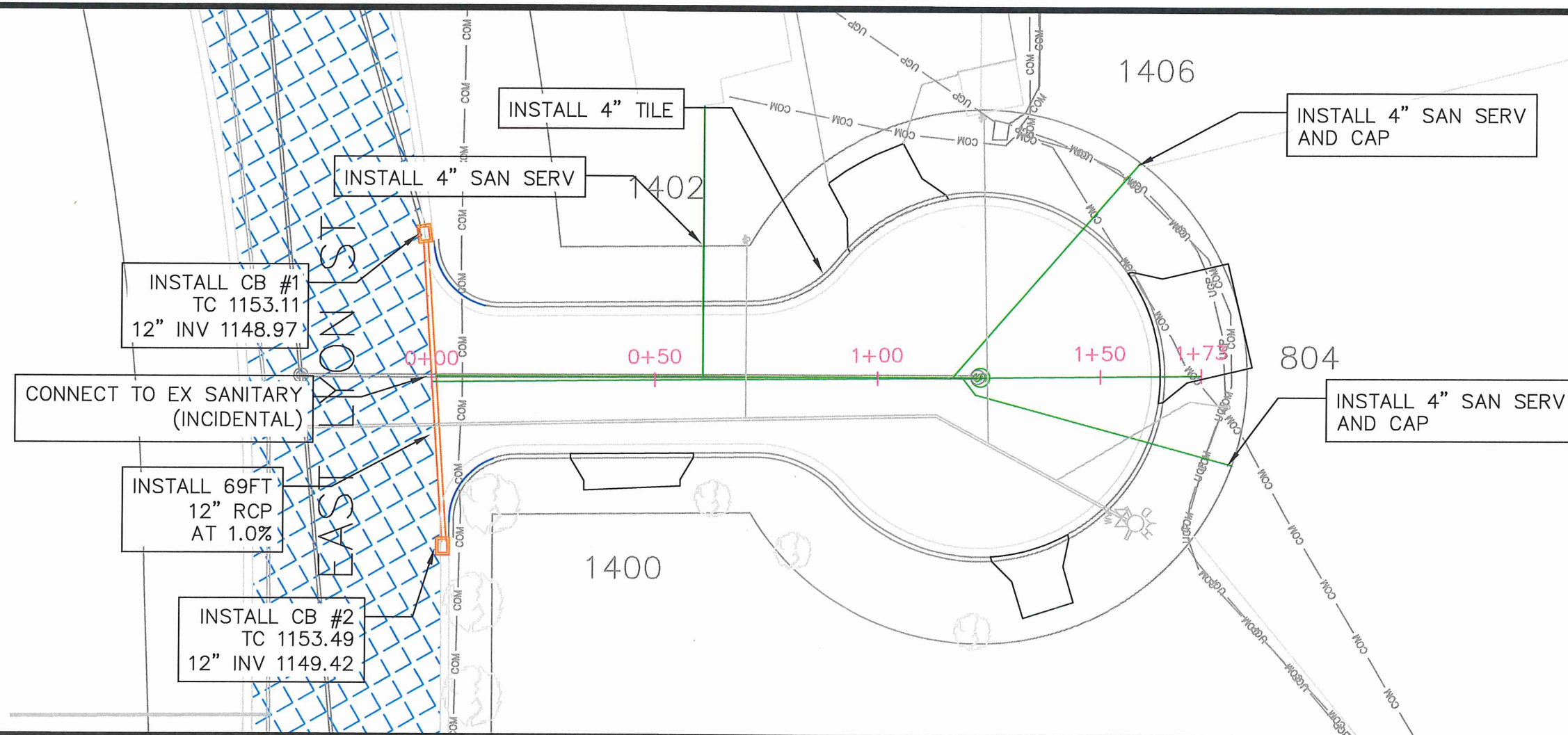
MARSHALL
ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258


LYON CIRCLE
TYPICAL SECTION

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

DATE _____ LICENSE NO. 53322

CITY PROJECT NO. ST-010	DATE 03/01/2024
STATE AID PROJECT NO.	Page 19



DESIGNED BY: JRL	DATE	REVISIONS	INIT.	 MARSHALL	ENGINEERING DEPARTMENT 344 WEST MAIN STREET MARSHALL, MINNESOTA 56258	LYON CIRCLE UTILITY PLAN & PROFILE	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE _____ LICENSE NO. 53322	CITY PROJECT NO. ST-010	DATE 03/01/2024
DRAWN BY: JRL Item 3.								STATE AID PROJECT NO.	SHEET Page 20



MARSHALL
CULTIVATING THE BEST IN US

FEASIBILITY REPORT

Project ST-010

Lyon Circle Reconstruction Project

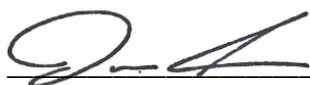
February 27, 2024



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PROJECT LIMITS	5
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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

By: 
Jason R. Anderson, P.E.
Registration No. 53322

FEASIBILITY REPORT

PROJECT ST-010 LYON CIRCLE RECONSTRUCTION PROJECT

CITY OF MARSHALL, MINNESOTA

1.0 SCOPE

This Feasibility Report as authorized by the City Council, covers the following proposed improvements: reconstruction and utility replacement on Lyon Circle off East Lyon Street West of the intersection of Jewett Street and East Lyon. Utilities will be installed, including watermain and sanitary sewer, Storm Sewer, on Lyon Circle. Other items of work included in this project are pavement removal, aggregate base, concrete surfacing, curb and gutter and other minor work.

2.0 BACKGROUND / EXISTING CONDITIONS

Street

City records indicate that this circle was originally constructed in 1981. The existing pavement surface had fallen apart and is currently a mix of millings and gravel.

The existing segment of Lyon Circle measures approximately 41-FT as measured from the back of curb to the back of curb with a 50' radius on the circle. Currently, the existing segment of Lyon Circle is wide enough to accommodate two travel lanes and parallel parking on both sides of the street.

There is currently no sidewalk on Lyon Circle, we do not recommend adding sidewalk to the circle.

Utilities

There is currently 6" PVC watermain and 8" VCP sanitary sewer along this segment of Lyon Circle. Properties adjacent to Lyon Circle are serviced by aging sanitary service lines. The existing sanitary main in the circle is 8" vitrified clay pipe (VCP) and is in poor condition. There is 12" RCP storm sewer crossing the north end of Lyon Circle. Storm sewer is recommended to be replaced under a new valley gutter.

3.0 PROPOSED IMPROVEMENTS

Street

A bituminous pavement section will be proposed and discussed in this feasibility report. Staff is proposing a street section comprised of a 4" thick bituminous surfacing, a 12" thick section of Class 5 aggregate base. A geotextile fabric will be placed on the subgrade prior to the placement of the class 5 aggregate. A 6" perforated drain tile shall be installed at the back of the curb below the aggregate base to provide subsurface drainage for the street section.

The proposed roadway on Lyon Circle (as measured from curb face to curb face) will be 32-FT with a 40.5' radius on the circle. The project proposes two 13-FT travel lanes and two 3' wide recovery areas. It is the opinion of staff that the proposed road width will be adequate to serve the corridor.

A 10-FT sidewalk opening will be installed on the north end of the circle for future 10' wide bike path to be installed.

Utilities

The proposed utility improvements include installing new sanitary sewer, sanitary services throughout the block with service lines extended into the adjacent properties.

The watermain improvements will consist of installing a new hydrant for fire protection. The new hydrant will connect to the existing 6" PVC watermain.

The sanitary sewer system improvements will include installing new manhole, sewer main, and sewer services along Lyon Circle. The main will be new 8" PVC main. New sewer services will be installed to the right-of-way (ROW) with a minimum 4" pipe size. Storm sewer will be improved under the new valley gutter.

4.0 STATEMENT OF PROBABLE COST

The estimated costs to complete the proposed improvements are shown below. The estimated construction costs include a 10% allowance for contingencies and a 16% allowance for administrative and engineering costs. The unit prices for each item of work used in determining the estimated cost of construction is based on previous projects similar in nature and is subject to change.

<i>Street and Curb and Gutter</i>	<i>\$150,000.00</i>
<i>Watermain Replacement</i>	<i>\$10,000.00</i>
<i>Storm Sewer Replacement</i>	<i>\$24,000.00</i>
<i>Sanitary Sewer Replacement</i>	<i><u>\$51,000.00</u></i>
<i>Subtotal Estimated Construction Cost</i>	<i>\$235,000.00</i>
<i>Contingencies (10%)</i>	<i><u>\$23,500.00</u></i>
<i>Total Estimated Construction Cost</i>	<i>\$258,500.00</i>
<i>Estimated Engineering, & Administration (16%)</i>	<i><u>\$41,360.00</u></i>
<i>Total Estimated Project Cost</i>	<i><u>\$299,860.00</u></i>

5.0 PROPOSED ASSESSMENTS

The adjacent properties will not be assessed for the watermain improvements. All costs for watermain and related work will be paid by MMU.

The adjacent properties will not be assessed for sanitary sewer main improvements. All costs for sanitary sewer main will be paid by the City of Marshall Wastewater Department. Sanitary sewer service lines and connection points to the main will be assessed to the adjacent property owners according to current sanitary sewer assessment procedures.

Costs for the street replacements will be partially assessed to the adjacent property owners in accordance with the most recent Special Assessment Policy and partially funded by the Surface Water, Wastewater Department, and MMU.

A preliminary assessment roll showing the estimated assessments for each benefiting parcel, City Participation, and utility participation will be prepared at a later date for consideration by the City Council in accordance with the most recent Special Assessment Policy.

6.0 FEASIBILITY/CONDITIONS/QUALIFICATIONS

The proposed improvements as described in this report are necessary, cost-effective, and feasible from an engineering standpoint. The feasibility of this project is contingent upon the findings of the City Council pertaining to project financing and public input.

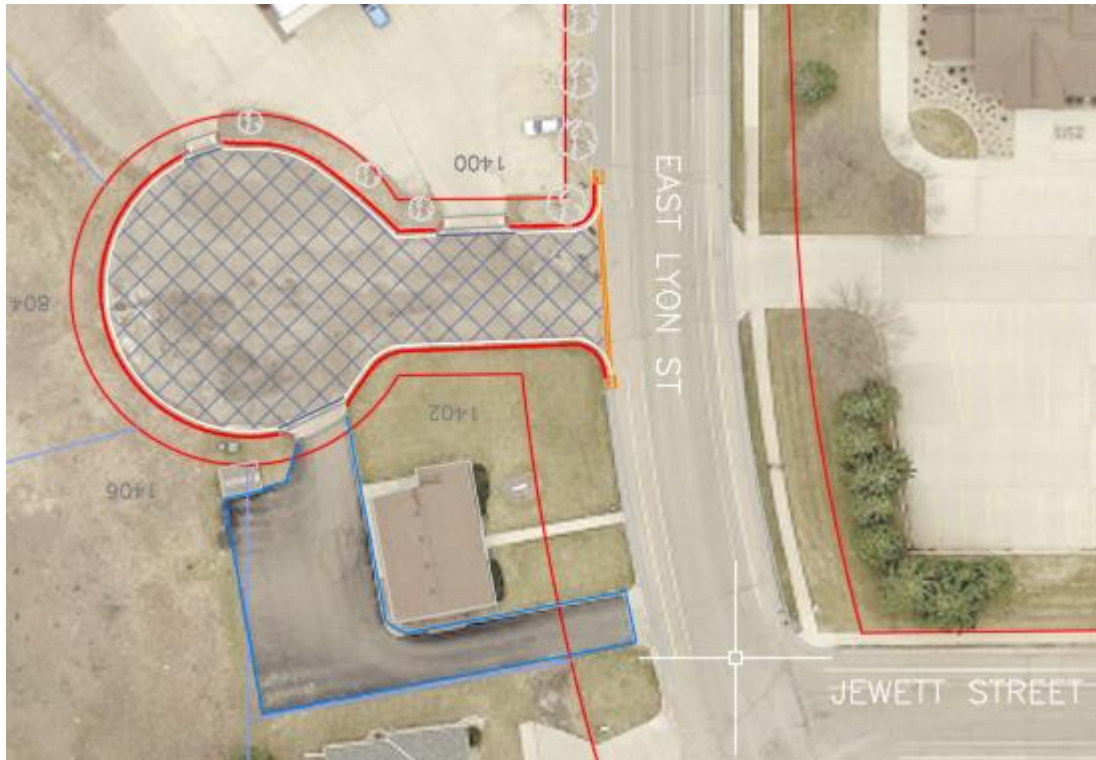
7.0 PROPOSED PROJECT SCHEDULE

The following is the anticipated schedule for the project, assuming the City Council elects to proceed with the proposed improvements.

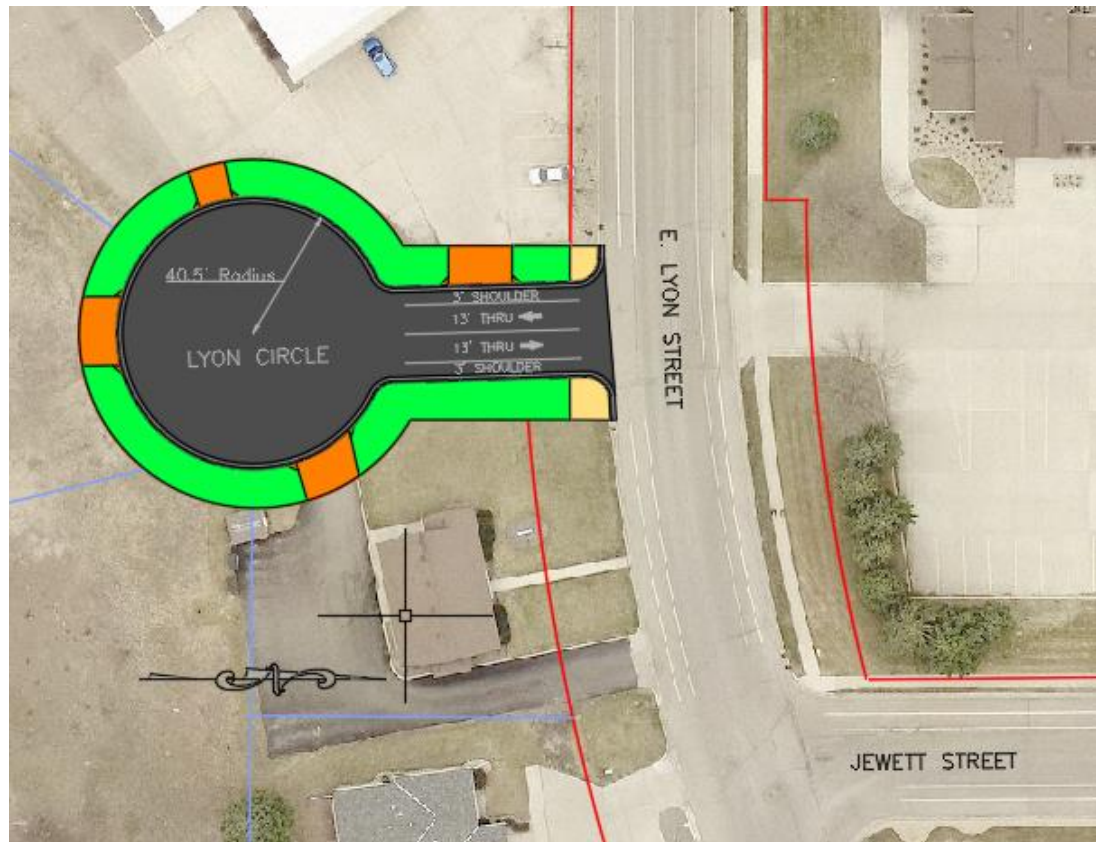
February 27, 2024	Receive Feasibility Report & Call for Hearing on Improvement
March 12, 2024	Public Hearing on Improvement/Order Plans & Specs
March 12, 2024	Approve Plans & Specs/Authorize Call for Bids
March 15-April 5, 2024	Advertise for Bids
April 5, 2024	Bid Opening Date
April 9, 2024	Award Contract
May 2024	Notice to Proceed
June 2024	Begin Construction
October 2024	Public Hearing on Assessment/Adopt Assessment
October 2024	End Construction

APPENDIX

PROJECT LIMITS



PROJECT LAYOUT



CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Katie Brusven
Meeting Date:	Tuesday, March 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of <i>Event</i> and <i>Recurring Use</i> contracts for use at the Adult Community Center.
Background Information:	In late 2023 all rental contracts at the Adult Community Center were submitted to the City Attorney's office for review. Recommendations and updates were made to the included singular event and recurring event contracts. Updates reflect input from ACC Commission, ACC users, ACC Staff, and the City Attorney's office.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	To approve updated <i>Event</i> and <i>Recurring Use</i> contracts for use at the Adult Community Center.

ADULT COMMUNITY CENTER EVENT OR NON-RECURRING MEETING RENTAL AGREEMENT

This Adult Community Center Rental Agreement (the “Agreement”) is made between the Adult Community Center Commission of the City of Marshall Minnesota (the “Commission”) and _____ (the “Renter”), (collectively, the “Parties”).

WHEREAS, the City of Marshall (the “City”) owns the Adult Community Center (“ACC”) operated pursuant to City Code by the Adult Community Center Commission;

WHEREAS, the ACC is made available to rent for individuals or groups; and

WHEREAS, the Renter has followed the standard application process to reserve space within the ACC for the desired event; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

SECTION I: GENERAL TERMS & CONDITIONS

1. Exclusive use of any portion of the ACC requires an executed Rental Agreement and corresponding rental fees.
2. All uses of the ACC are subject to the rules and regulations set forth in City Code, Minnesota Statutes and Rules, and Federal Rules and Regulations, including the Americans with Disabilities Act (ADA), as well as, if a MASC related event, the MASC code of conduct. The MASC code of conduct is available upon request.
3. Renters shall conform to the requirements of the City’s Police, Fire, and Parks Departments as set forth verbally or in writing subsequent to the execution of this Agreement.
4. The ACC/City reserves the right to use its own property and as such, cancellations may be ordered by the ACC with no less than four (4) hours’ notice, unless emergency circumstances exist making notice not possible.
5. ACC personnel shall have access to rented spaces at all times.
6. Renter may not assign, transfer, or sublet the rented space.
7. Renter, or its designee known to and approved by the ACC, is required to be at the ACC during the entire rental period.
8. Renter is responsible for conveying all information, policies, and procedures to all parties involved in Renter’s event.
9. With the exception of service animals, Renters are not allowed to bring animals into the ACC.

SECTION II: RESERVATIONS, FEES, & ACCESS

1. Renter must make room reservations by contacting the ACC office.
2. The room rate and associated fees are subject to the City of Marshall Fee Schedule located on the City of Marshall Website. Fees are subject to change.
3. A damage and cleaning deposit is due at the time of reservation. The deposit may be refunded pending room inspection at the end of the event.
4. The full room rental fee is due when the Renter retrieves the key from ACC staff prior to the start of the event.
5. Renter must retrieve key card Monday through Friday, 8:00 AM – 3:00 PM, except holidays and closures due to inclement weather.
6. The Renter must review and/or sign all applicable paperwork (including this agreement) prior to receiving the keys to the ACC.
7. The Renter, its guests, music equipment, catering equipment, and possessions must be removed from the ACC by the end of the scheduled event, unless prior arrangements are made with ACC staff.
8. Room set-up, including decorating, food preparation, and cleanup are allowed only during the period of time allotted for the reservation. Set-up the day before the rental date is not permitted unless the Renter has also reserved this period of time.
9. Prior to vacating the rented space, Renter must tend to the following:
 - a. Kitchen – Clean the kitchen (if used and/or rented).
 - b. Trash – Consolidate all trash into trash receptacles, remove trash from the floor, and empty all trash receptacles. Trash must be disposed of in the designated dumpsters outside. There is a \$10 dollar fee for any garbage placed in the recycling bins, which will be invoiced to Renter as the address included by Renter in the application.
 - c. Surfaces – Clean up spills from any surface, including floors, tables, and countertops. Items to assist with clean-up, such as brooms and dustpans, may be obtained from the custodial closets. Items must be returned. Missing items will incur a fee of the replacement value of said items.
 - d. Personal Items – Remove decorations and remove food and other items that were brought into the rented space. Any remaining personal items are subject to disposal. Large, abandoned items could incur additional disposal fees.
 - e. Room Layout – All tables and chairs must be returned to the original layout. (Renters are encouraged to take photos of original furniture positions for guidance.)
10. If building/rental space is not restored to its original condition prior to rental, the ACC may charge a fee of \$55 dollars per hour (billed in hour increments only) for custodial fees.
11. The ACC reserves the right to charge any additional charges deemed necessary due to the Renter's expanded use of equipment or facilities, damages, and/or additional clean-up costs.
12. The ACC will charge a service fee of \$30 for each check returned as not payable by a financial institution.
13. Renter is responsible for any and all damage caused by Renter's event attendees or participants.
14. Any accidents or damage to the ACC must be reported to the ACC staff immediately following the Event.
15. Rental rates, minimum rental periods, and availability are subject to change.

Multi-Purpose Rooms & Kitchen Deposit

1. A damage and clean-up deposit may be required. Room fees and deposit rates are noted in the City of Marshall's Fee schedule.
2. The ACC/City will return deposits unless the rented space was damaged during the rental period, or the Renter vacated the rented space without cleaning it.

Access & Keycard Use

1. The room rental fee and deposits must be paid in full, and the Agreement must be signed before the Renter will receive a key to the premises.
2. The key card assigned to the Renter will only function during permitted hours.
3. Key cards are non-transferrable, and unauthorized key card transfer is strictly prohibited.
4. Unauthorized key transfer is subject to any and all applicable civil or criminal penalties.
5. Renter will be responsible for any costs incurred due to an unauthorized key transfer, including but not limited to re-keying of the premises.
6. Lost or stolen keys are subject to a fee of \$10.
7. Renter must comply with any additional rules and regulations required by ACC staff regarding key card use.

SECTION III: CANCELLATION POLICY

1. The Renter may cancel the reservation by contacting the ACC. Renter must speak with a staff person, send an email, or leave a voicemail communicating the intent to cancel the room reservation.
2. Room cancellations must be received no less than fourteen (14) days prior to the event date. If cancellations are received within the required timeframe, the ACC staff will return to Renter the damage and cleaning deposit and any associated fees related to the room reservation.
3. No refunds will be issued for cancellations occurring less than fourteen (14) days prior to the rental date.

SECTION IV: CONDUCT

1. The Renter is responsible for supervising the conduct of those persons attending its event.
2. Disorderly conduct is prohibited and may result in ejection of the disorderly persons from the ACC by public safety, and/or could result in other civil or criminal penalties.
3. Minor children must remain in the rented space unless directly supervised by an adult.
4. Running or playing in the hallways or other common areas is not permitted.
5. If ACC personnel determine that conduct is unacceptable, personnel will immediately notify the Renter. The Renter shall immediately address the situation. If, in the judgment of ACC personnel, the Renter is unable to adequately address the situation, ACC personnel reserve the right to end the event early and require those persons attending the event to immediately vacate the premises. If ACC personnel end an event early, all fees and deposits are forfeited.
6. The ACC is a smoke-free facility. The Renter is responsible for notifying attendees of this policy before the scheduled event.

SECTION V: MUSIC & SOUND EQUIPMENT

1. The use of amplification equipment and resulting sound levels are subject to the approval of ACC personnel.
2. ACC personnel have the sole discretion to determine appropriate sound levels.

SECTION VI: DECORATIONS & SIGNAGE

1. Decorations, banners, and signs shall be affixed to the walls with non-damage-causing adhesive or masking tape.
2. Pins, tacks, hooks or other types of tape may not be used to affix items to the walls.
3. Confetti, sand, rice, glitter, silly string, piñatas, and birdseed are not permitted.

SECTION VII: FOOD & CATERING

1. Food and beverages must remain inside the rented space and are not permitted in the lobby area.
2. Renters may bring in outside food for their own event and must remove, at the end of the event, all unconsumed outside food brought in. Only caterers licensed by the State of Minnesota shall have access to the kitchen for food preparation on site.
3. Any caterer licensed by the State of Minnesota may be used. This catering license must be issued by the Minnesota Department of Health. A copy of this license must be provided to the ACC when the Renter makes the final payment for the room reservation and retrieves the key for the ACC.
4. A fee may be charged for use of the kitchen. Catering equipment and supplies may only be delivered on the day of the event and must be removed by the End Time of the rental.
5. Upon ACC request, an executed Caterer Agreement, along with proof of license and insurance shall be provided at the time the Renter pays the final room fee and retrieves the key to the ACC.
6. The caterer shall name the Renter as an additional insured.

SECTION VIII: INSURANCE & INDEMNIFICATION

1. Neither the City nor the ACC insures the Renter or the Renter's operations or activities. By signing this Agreement, Renter agrees that loss, illness, injuries and damages to attendees or participants or the general public as a result of Renter's activities and/or operations are solely the responsibility of the Renter, attendee, or participant.
2. Renter agrees to indemnify and hold the ACC and the City, and their respective employees, agents, and elected officials harmless from any and all claims, liabilities, or expenses for loss, illness, damages or injuries including attorney expenses that occur as a result of or arise out of Renter's activities or operations as well as the acts or omissions of attendees or participants of Renter's activities or operations while on City and ACC property.
3. The ACC reserves the right to require Renter to carry general liability insurance and name

the ACC and the City as an additional insured for any rental and for any reason. If insurance is required, Renter will be notified in writing. Upon notification, Renter will have twenty days from the date of the written notification to provide proof of insurance in the form of a Certificate of Insurance written in the ACORD format. Failure to obtain the required insurance will result in the cancellation of Renter's reservation.

SECTION IX: USE RESTRICTION AND NON-DISCRIMINATION

1. The Commission shall have the authority, subject to appeal, to prohibit or limit use of the ACC by a particular Renter based upon knowledge that the Renter has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the ACC.
2. The Commission does not deny access to the ACC on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the ACC does not imply endorsement of a group's views by the Commission.

SECTION X: RESERVATION DETAILS

RENTER OR RESPONSIBLE PARTY:

Name: _____
Phone Number: _____ Email: _____
Address: _____
Date of Rental: _____ Time: _____
Room Assignment: _____ Keycard #: _____

I have read the above rental agreement, understand all of the policies contained herein, and agree to abide by these policies. I agree that all activities undertaken by myself, and/or the organization that I represent, as part of this rental agreement is at my or the organization's sole risk. I agree that any injuries to me and/or the organization or its property arising out of or connected with my or my organization's participation in the activities related to this rental are my and/or the organization's sole risk. I forever discharge the ACC and the City of Marshall, and their respective employees, agents, and elected officials from all such claims, liabilities, demands, injuries, damages, or actions.

Renter: _____ Date: _____

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year above written.

Adult Community Center Commission

RENTER

Print: _____

Print: _____

By: _____
Authorized ACC Official

By: _____
Authorized Representative

Date: _____

Date: _____

ADULT COMMUNITY CENTER RECURRING RENTAL AGREEMENT

This Adult Community Center Rental Agreement (the “Agreement”) is made between the Adult Community Center Commission of the City of Marshall Minnesota (the “Commission”) and _____ (the “Renter”), (collectively, the “Parties”).

WHEREAS, the City of Marshall (the “City”) owns the Adult Community Center (“ACC”) operated pursuant to City Code by the Adult Community Center Commission;

WHEREAS, the ACC is made available to rent for individuals or groups; and

WHEREAS, the Renter has submitted a written Request (the “Written Request”) to the ACC to use the ACC for a recurring meeting (the “Meeting”); and

WHEREAS, as partial consideration for the use of the assigned meeting space, the Renter will allow the ACC, and the City, to produce messages about Renter’s monthly meetings, to discuss information about the Renter and its organization on various media platforms and/or printed publications; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

SECTION I: AGREEMENT TERM

1. This Agreement shall be for a term of one (1) year beginning on the date this Agreement is signed by the Parties. Renter will have use of the assigned meeting space, once per month as detailed in Section XI of this Agreement. This Agreement will automatically renew on an annual basis pursuant to the same terms and conditions until January 31, 2027, at which time the Parties will reevaluate the terms and conditions of this Agreement.
2. ACC agrees to allow Renter to use the assigned meeting space as detailed in Section XI of this Agreement \$ _____ (or “at no charge”). Meetings are limited to three (3) hours per month. Meetings longer than three (3) hours per month will be assessed a rental fee pursuant to the fee schedule on the City’s website.
3. Meetings that consistently go longer than three (3) hours per month will be cause for contract amendment or termination.

SECTION II: GENERAL TERMS & CONDITIONS

1. Exclusive use of any portion of the ACC requires an executed Rental Agreement and may be subject to additional rental fees pursuant to Section I(2).
2. All uses of the ACC are subject to the rules and regulations set forth in City Code, Minnesota Statutes and Rules, and Federal Rules and Regulations, including the Americans with

Disabilities Act (ADA), and if applicable, the MASC code of conduct. The MASC code of conduct are available upon request.

3. Renter shall conform to the requirements of the City's Police, Fire, and Parks Departments as set forth verbally or in writing subsequent to the execution of this Agreement.
4. The ACC/City reserves the right to use its own property and as such, cancellations may be ordered by ACC officials with at least 4 hours advanced notice unless emergency circumstances dictate otherwise.
5. ACC personnel shall have access to rented spaces at all times.
6. Renter may not assign, transfer, or sublet the reserved space.
7. Renter, or its designee known to and approved by the ACC, is required to be at the ACC during the entire reservation period.
8. Renter is responsible for conveying all information, policies, and procedures to all parties involved in Renter's event.
9. With the exception of service animals, Renters are not allowed to bring animals into the ACC.
10. The Renter gives express consent to the City and/or the ACC to share information about Renter's monthly meetings, to discuss information about the Renter and its organization on various media platforms (i.e. radio and social media) and/or printed publications (fliers, local newspaper, etc.). The Renter may revoke consent by notifying the ACC Coordinator via email or letter via postal mail.

SECTION III: RESERVATIONS, FEES, & ACCESS

1. Renter must make room reservations by contacting the ACC office.
2. The room rate and associated fees are subject to the City of Marshall Fee Schedule located on the City of Marshall Website. Fees are subject to change.
3. If applicable, music equipment, catering equipment, and possessions must be removed from the ACC by the End Time specified in this Agreement.
4. Unless specifically allowed by the ACC, room set-up, including decorating, food preparation, and cleanup are allowed only during the period of time reserved by the Renter. Set-up the day before the reservation date is not permitted unless the Renter has also reserved this period of time. Such a reservation is subject to rental fees.
5. Prior to vacating the reserved space, Renter must tend to the following:
 - a. Kitchen - Clean the kitchen (if used and/or rented).
 - b. Trash - Consolidate all trash into trash receptacles, remove trash from the floor, and empty all trash receptacles. Trash must be disposed of in the designated dumpsters outside. There is a \$10 dollar fee for any garbage placed in the recycling bins which will be invoiced to Renter at address included below.
 - c. Surfaces - Clean up spills from any surface, including floors, tables, and countertops. Items to assist with clean-up, such as brooms and dustpans, may be obtained from the custodial closets. Items must be returned. Missing items will incur a fee of the replacement value of said items.
 - d. Personal Items - Remove decorations and remove food and other items that were brought into the rented space. Any remaining personal items are subject to disposal. Large, abandoned items could incur additional disposal fees.
 - e. Room Layout - All tables and chairs must be returned to the original layout. (Renters are encouraged to take photos of original furniture positions for guidance.)

6. If building/rental space is not restored to its original condition prior to rental, the ACC may charge a fee of \$55 dollars per hour (billed in hour increments only) for custodial fees.
7. The ACC reserves the right to assess any additional charges deemed necessary due to the Renter's expanded use of equipment or facilities, damages, and/or additional clean-up costs.
8. Renter is responsible for any and all damage caused by Renter's event attendees or participants.
9. Any accidents or damage to the ACC must be reported to the ACC staff immediately following the Event.
10. Rental rates, minimum rental periods, and availability are subject to change.

Rental Fees (If incurred)

1. If the Renter incurs fees as a result of exceeding the monthly reservation limit, any applicable room rental fee and the damage and clean up deposit are due no more than five (5) business days after the Renter exceeds the monthly limit.
2. If all fees are not paid in full as set out above, the ACC reserves the right to cancel future reservations without notice.
3. The ACC will charge a service fee of \$30 for each check returned as not payable by a financial institution.

Multi-Purpose Rooms & Kitchen Deposit

1. A damage and clean-up deposit may be required if Renter exceeds monthly reservation limit, pursuant to Section I(2). Room fees are noted on the City of Marshall Website. Damage fees will be billed according to actual property damage.

Access & Keycard Use

1. Once the room reservation is confirmed, Renter will receive a building key to use for the duration of the Agreement.
2. The key card assigned to the Renter will only function for the contracted period of time outlined in Section XI.
3. Key cards are non-transferrable, and unauthorized key card transfer is strictly prohibited.
4. Unauthorized key transfer is subject to any and all applicable civil or criminal penalties.
5. Renter will be responsible for any costs incurred due to an unauthorized key transfer, including but not limited to re-keying of the premises.
6. Lost or stolen keys are subject to a fee of \$10.
7. Renter must comply with any additional rules and regulations required by ACC staff and provided to Renter regarding key card use.

SECTION IV: ROOM CANCELLATION & AGREEMENT TERMINATION

1. The Renter may cancel the reservation by contacting the ACC. Renter must speak with a staff person, send an email, or leave a voicemail communicating the intent to cancel the room reservation.
2. Either Party may terminate this contract with or without cause with 30 days written notice to the current ACC coordinator.
3. If the ACC needs to terminate this Agreement for cause, the Commission may assess additional fees or costs incurred resulting from the actions of the Renter.

SECTION V: CONDUCT

1. The Renter is responsible for supervising the conduct of those persons attending the scheduled meetings.
2. Disorderly conduct is prohibited and punishable by ejection of the disorderly persons from the ACC, and/or could result in other civil or criminal penalties.
3. Minor children must remain in the reserved/rented space unless directly supervised by an adult.
4. Running or playing in the hallways or other common areas is not permitted.
5. If ACC personnel determine that conduct is unacceptable, personnel will immediately notify the Renter. The Renter shall immediately address the situation. If, in the judgment of ACC personnel, the Renter is unable to adequately address the situation, ACC personnel reserve the right to end the event early and require those persons attending the event to immediately vacate the premises. If ACC personnel end an event early, all fees and deposits are forfeited.
6. The ACC is a smoke-free facility. The Renter is responsible for notifying attendees of this policy before the scheduled event.

SECTION VI: MUSIC & SOUND EQUIPMENT

1. The use of amplification equipment and resulting sound levels are subject to the approval of ACC staff.
2. ACC staff have the sole discretion to determine appropriate sound levels.

SECTION VII: DECORATIONS & SIGNAGE

1. Decorations, banners, and signs shall be affixed to the walls with non-damage causing adhesive or masking tape.
2. Pins, tacks, hooks or other types of tape may not be used to affix items to the walls.
3. Confetti, sand, rice, glitter, silly string, piñatas, and birdseed are not permitted.

SECTION VIII: FOOD & CATERING

1. Food and beverages must remain inside the rented space and are not permitted in the lobby area.
2. Renters may bring in outside food and must removed unconsumed outside food brought in at the end of the meeting or even. Only caterers licensed by the State of Minnesota shall have access to the kitchen for onsite food preparation.
3. Any caterer licensed by the State of Minnesota may be used. This catering license must be issued by the Minnesota Department of Health. A copy of this license must be provided to the ACC when the Renter makes the final payment for the room reservation and retrieves the key for the ACC.
4. A fee may be charged for the use of the kitchen.
5. Catering equipment and supplies may only be delivered on the day of the event and must be removed by the End Time of the rental.
6. Upon ACC request, an executed Caterer Agreement, along with proof of license and insurance shall be provided at the time the Renter pays the final room fee and retrieves the key to the ACC.
7. The caterer shall name the Renter as an additional insured.

SECTION IX: INSURANCE & INDEMNIFICATION

1. Neither the City nor the ACC insures the Renter or the Renter's operations or activities. By signing this Agreement, Renter agrees that loss, illness, injuries and damages to attendees or participants or the general public as a result of Renter's activities and/or operations are solely the responsibility of the Renter, attendee, or participant.
2. Renter agrees to indemnify and hold the ACC and the City, and their respective employees, agents, and elected officials harmless from any and all claims, liabilities, or expenses for loss, illness, damages or injuries including attorney expenses that occur as a result of or arise out of Renter's activities or operations as well as the acts or omissions of attendees or participants of Renter's activities or operations while on City and ACC property.
3. The City reserves the right to require Renter to carry general liability insurance and name the City and ACC as an additional insured for any rental and for any reason. If insurance is required, Renter will be notified in writing. Upon notification, Renter will have twenty days from the date of the written notification to provide proof of insurance in the form of a Certificate of Insurance written in the ACORD format. Failure to obtain the required insurance will result in the cancellation of Renter's reservation.

SECTION X: USE RESTRICTION AND NON-DISCRIMINATION

1. The Commission shall have the authority, subject to appeal, to prohibit or limit use of the ACC by a particular Renter based upon knowledge that the Renter has caused damage to other public facilities or when disruption, damage, theft or other unfavorable history is recorded from previous use of the ACC.
2. The Commission does not deny access to the ACC on the basis of race, religion, sex, creed, age, sexual orientation or national origin. Allowing any group to use the ACC does not imply endorsement of a group's views by the Commission.

SECTION XI: RESERVATION DETAILS

ORGANIZATION CONTACT

Name: _____ Assigned Keycard # _____
Phone: _____ Email: _____

MONTHLY SCHEDULE (circle meeting days)

1 st	2 nd	3 rd	4 th	5 th
Monday	Tuesday	Wednesday	Thursday	Friday

Scheduled meeting time: _____

Room Requested

Prairie Winds	Oaktree	MASC	Wildflower	Lobby
---------------	---------	------	------------	-------

I have read the above rental agreement, understand all of the policies contained herein, and agree

to abide by these policies. I agree that all activities undertaken by myself, and/or the organization that I represent, as part of this rental agreement is at my or the organization's sole risk. I agree that any injuries to me and/or the organization or its property arising out of or connected with my or my organization's participation in the activities related to this rental are my and/or the organization's sole risk. I forever discharge the Commission and their respective employees, agents, and elected officials from all such claims, liabilities, demands, injuries, damages, or actions.

Renter: _____

Date: _____

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year above written.

Adult Community Center Commission, MINNESOTA

RENTER

Print: _____

Print: _____

By: _____
Authorized ACC Official

By: _____
Authorized Representative

Date: _____

Date: _____

CITY OF MARSHALL AGENDA ITEM REPORT

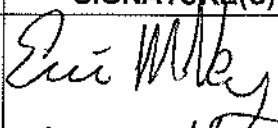
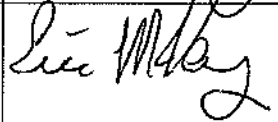
Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Vacation of Utility Easement in Minnesota Corn Processors Industrial Park 1 st Addition -- Receive Petition for Vacation and Call for Public Hearing
Background Information:	<p>A signed petition for vacation of a utility easement has been received from the owners of all the real property that includes the proposed vacated area.</p> <p>A map of the petitioned vacation area is attached.</p> <p>The purpose of the vacation is for the construction of the Solugen facility.</p> <p>A copy of the procedure for vacation of streets by resolution, included in Sec. 62-4 of the Marshall Code of Ordinances, is also attached.</p> <p>Prior to the public hearing and adoption of the resolution granting a petition for vacation, all utility companies will be contacted to ensure no utilities are currently within the proposed vacated area.</p>
Fiscal Impact:	Property owner to reimburse the City for all costs associated with the vacation.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that the Council acknowledge receipt of the attached petition to vacate utility easement, order the petition to be filed for record with the City Administrator, order hearing on such petition, and set the hearing date for March 26, 2024.

PETITION FOR VACATION OF UTILITY EASEMENT

Marshall, Minnesota
February 2023

To the City Council of Marshall, Minnesota:

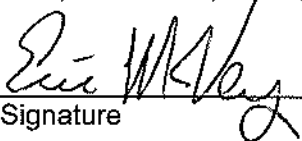
We, the undersigned, owners of all the real property abutting the utility easement as shown on the map in Exhibit A and legally described in Exhibit B, hereby petition that such utility easement be vacated.

	PARCEL # / ADDRESS / LEGAL DESCRIPTION	OWNER(S)	OWNER(S) SIGNATURE(S)
1.	27-544-001-0 Minnesota Corn Processors Industrial Park 1 st Addition, Block One, Lot 1	ADM	
2.	27-544-002-0 Minnesota Corn Processors Industrial Park 1 st Addition, Block One, Lot 2	ADM	

Purpose of Vacation: vacation of southerly 50 feet of the existing 200-ft. utility easement recorded on Minnesota Corn Processors Industrial Park First Addition, Block One, Lot 1 and Lot 2 for the construction of the Solugen facility.

Application Fee and Deposit: \$400.00 -- I hereby submit this Petition for Vacation. I agree to pay the application fee and deposit upon filing. In addition, I understand that these fees are due and payable regardless of approval or denial by the City Council.

I hereby acknowledge the relocation of any utilities (i.e. hydrants, light poles, or communication lines) will be the property owner's expense.


Signature


Printed Name

2/26/2024
Date

Examined, checked, and found to be in proper form and to be signed by the required number of owners of property affected by the making of the improvement petitioned for.

City Clerk

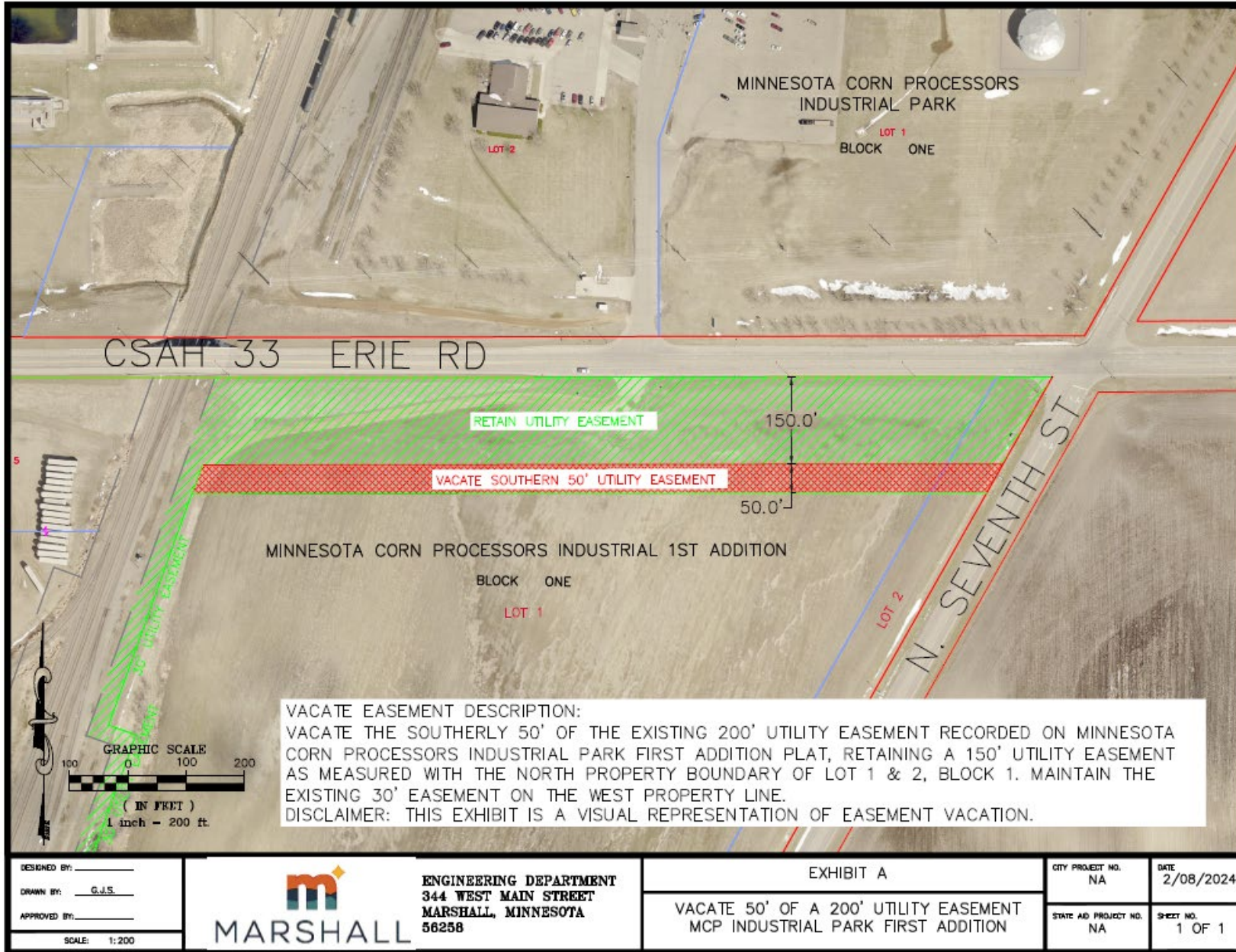


EXHIBIT B

The southerly 50 feet of the existing 200-ft utility easement recorded on Minnesota Corn Processors Industrial Park First Addition, Block One, Lot 1 and Lot 2, City of Marshall, County of Lyon, State of Minnesota.

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

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

(Code 1976, § 7.07)

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Requests of Shades of the Past Car Club – May 31, 2024 Cruise and June 1, 2024 Car Show
Background Information:	<p>The City has received the attached requests from the Shades of the Past Car Club for street closure of Susan Drive and Baseline Road as shown on the attached applications for the following dates and times:</p> <p style="padding-left: 40px;">05/31/2024 (Fri) – 6pm-7pm – Cruise Line-Up 06/01/2024 (Sat) – 8am-4pm – Car Show</p> <p>Prior to 2021, Shades of the Past had requested and received a City permit for use of Baseline Road between Susan Drive and Nwakama Street for this annual event. Again since 2021, they are requesting to use Susan Drive between Baseline Road and Clarice Avenue in addition to Baseline Road.</p>
Fiscal Impact:	None.
Alternative/ Variations:	that the Council discuss alternative street locations and sites.
Recommendations:	that the Council authorize street closure of Susan Drive and Baseline Road for the dates and times as shown on the attached applications.



APPLICATION FOR PERMIT
FOR PRIVATE USE OF
PUBLIC STREETS (RIGHTS-OF-WAY)
AND PARKING LOTS

Applicant Name: Shades of the Past Car Club

Applicant Address: PO Box 434, Marshall, MN 56258

Contact Person: Phone/Cell#: Jane DeVries 507-829-5214

Address of Request: Susan Drive and Baseline Road

Reason for Request: Car Cruise

Start Date of Request: Friday, May 31, 2024 Start Time: 6:00 P.M.

End Date of Request: Friday, May 31, 2024 End Time: 7:00 PM

Brief Description of Area Requested for Private Use/Closure (attach map):

Use to line-up cars for the Cruise See attached map

Does the request involve Mn/DOT Right-of-Way? Yes _____ No X

The Applicant agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise and to all property, arising out of, resulting from or in any manner connected with the operation of the event.

The Applicant agrees to indemnify the City, its agents and employees from all such claims including, without limiting the generality of the foregoing claims for which the City may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions this paragraph.

The Applicant will be responsible for any damage done to the public property as a result of the event activities, damages payable upon receipt of invoice.

It is the responsibility of the Applicant to install and maintain the appropriate traffic control devices during the closure period. Traffic control devices shall be in conformance with the Minnesota Manual on Uniform Traffic Control Devices, MUTCD.

If the event or private use area occurs within Mn/DOT right-of-way:

1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

2-12-24
Date

Jane DeVries
Signature of Applicant

RECOMMENDATION

Minnesota State Statutes 169.04 states in part that any parade or assemblage on Trunk Highways requires the consent of the Commissioner of Highways (or his delegate). In order to validate this permit, the City must obtain consent from the Commissioner of Highways prior to approval of this permit (a copy of which is attached).

RECOMMENDATION: _____

Special Provisions: _____

Date Director of Public Works/City Engineer

=====

**PERMIT FOR
PRIVATE USE OF PUBLIC STREETS (RIGHTS-OF-WAY)
AND PARKING LOTS**

According to Section 626 of the Code of Ordinances, permit granted by the Common Council of the City of Marshall this _____ day of _____, 20____.

ATTEST:

City Clerk Mayor of the City of Marshall, MN

Attachments

Copies to: Director of Public Safety Jim Marshall
Minnesota Department of Transportation



APPLICATION FOR PERMIT
FOR PRIVATE USE OF
PUBLIC STREETS (RIGHTS-OF-WAY)
AND PARKING LOTS

Applicant Name: Shades of the Past Car Club

Applicant Address: PO Box 434, Marshall, MN 56258

Contact Person: Phone/Cell#: Jane DeVries 507-829-5214

Address of Request: Susan Drive and Baseline Road

Reason for Request: Car Show

Start Date of Request: Saturday, June 1, 2024

Start Time: 8:00 AM

End Date of Request: Saturday, June 1, 2024

End Time: 4:00 PM

Brief Description of Area Requested for Private Use/Closure (attach map):

Use to park cars for the Car Show . See attached map

Does the request involve Mn/DOT Right-of-Way? Yes _____ No X

The Applicant agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise and to all property, arising out of, resulting from or in any manner connected with the operation of the event.

The Applicant agrees to indemnify the City, its agents and employees from all such claims including, without limiting the generality of the foregoing claims for which the City may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions this paragraph.

The Applicant will be responsible for any damage done to the public property as a result of the event activities, damages payable upon receipt of invoice.

It is the responsibility of the Applicant to install and maintain the appropriate traffic control devices during the closure period. Traffic control devices shall be in conformance with the Minnesota Manual on Uniform Traffic Control Devices, MUTCD.

If the event or private use area occurs within Mn/DOT right-of-way:

1. Participants and event officials will obey all Minnesota Laws pertaining to the use of Highway Rights of Way.
2. The event officials will notify the Minnesota State Patrol of the proposed event and will provide law enforcement officers to control and/or detour trunk highway traffic affected by the event.

2-12-24
Date

Jane DeVries
Signature of Applicant

RECOMMENDATION

Minnesota State Statutes 169.04 states in part that any parade or assemblage on Trunk Highways requires the consent of the Commissioner of Highways (or his delegate). In order to validate this permit, the City must obtain consent from the Commissioner of Highways prior to approval of this permit (a copy of which is attached).

RECOMMENDATION: _____

Special Provisions: _____

Date Director of Public Works/City Engineer

=====

**PERMIT FOR
PRIVATE USE OF PUBLIC STREETS (RIGHTS-OF-WAY)
AND PARKING LOTS**

According to Section 62-6 of the Code of Ordinances, permit granted by the Common Council of the City of Marshall this _____ day of _____, 20____.

ATTEST:

City Clerk Mayor of the City of Marshall, MN

Attachments

Copies to: Director of Public Safety Jim Marshall
Minnesota Department of Transportation

NWAKAMA ST

BASELINE RD

SUSAN DRIVE

CLARICE AVE

BOYER DR

BOYER DR

Runnings

HIGHWAY 23

SOUTH

FLOYD WILD DRIVE

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 12, 2024
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Approval of Service Agreement for Concessionaire at Amateur Sports Complex
Background Information:	<p>In 2021, City Council approved a Service Agreement with the Hitching Post, of Marshall, MN for providing concessionaire services at the Amateur Sports Complex. City staff and Jordan Handeland of the Hitching Post thought this agreement worked well and served our facility users well. Staff feels this contract has worked well for both parties over the last 3 years and would recommend approval for a fourth year.</p> <p>Jordan Handeland, from the Hitching Post, is again interested in providing these services for the 2024 season at the Amateur Sports Complex as well as helping with other City events as requested and schedule allows.</p> <p>The service agreement is attached to this agenda item for City Council review and recommended approval. No changes have been made to this agreement from the previously approved agreement other than dates for 2024.</p>
Fiscal Impact:	N/A
Alternative/ Variations:	N/A
Recommendations:	Approve Service Agreement for Concessionaire at Amateur Sports Complex with The Hitching Post of Marshall, MN for the 2024 season.

Food Services Agreement

This **Food Services Agreement**, as from time to time amended (Agreement), is entered into between the City of Marshall (Client), and The Hitching Post of Marshall, Inc., a Minnesota Corporation, DBA Hitching Post Eatery and Saloon (Hitching Post).

1. **Definitions.** In addition to terms defined elsewhere herein, the term Program means the attached Services Program. Effective Date shall mean the date as set forth on the signature page in which The Hitching Post begins performance of Services. Obligations mean all present and future liabilities, obligations of payment and performance, and indebtedness of one party to another party, of whatever kind, now due or that become due, absolute or contingent, and whether joint, several, or joint and several. Equipment, fixture, and inventory have the meanings assigned to them in Article 9.
2. **Client Services.** The Hitching Post shall provide services to Client as follows (collectively Services):

2.1 **Food Services; Sales.** Client grants to The Hitching Post the right to control and operate all food and beverage services and sales for the employees, guests, and invitees at the Amateur Sports Complex, 300 Tiger Drive, Marshall, MN 56258, (collectively Food Services) at the sites and facilities set forth on the signature page (collectively Premises) at such times and dates of operation as set forth in the Program attached hereto.

Soft drink beverage sales at the Premises are granted to Viking Coca-Cola pursuant to Sponsorship Agreement between City and Viking Coca-Cola dated September 7, 2016. Copies of the referenced Sponsorship Agreements are available for inspection at the office of the Park & Recreation Director for the City of Marshall.

Client shall provide to Hitching Post its mobile concession trailer for primary use by Hitching Post to provide food and beverage services at the premises. Said mobile concession trailer shall primarily be located at said premises and Hitching Post staff and personnel shall be responsible for setup of the trailer for providing food and beverage services at the premises. Hitching Post staff and personnel shall be responsible for securing the trailer at the conclusion of each event.

2.2 **Sanitation Services.** The Hitching Post shall be responsible for such event housekeeping and sanitation services in the food preparation, storage, dining, and serving areas of the Premises as follows (collectively Sanitation Services):

2.2.1 Cleaning dining furniture;

2.2.2 Cleaning floors, walls up to six (6) feet above floor level, and the exterior of hoods, ducts, vents, concession trailer, and other equipment and fixtures used by The Hitching Post in food storage and preparation areas; and

2.2.3 Collecting and properly packing dry refuse, recyclables and compost from such areas and placing the packed refuse at site(s) on Premises designated by Client.

2.2.4 Properly cleaning and securing the mobile concession trailer after each use.

2.3 **Other Services.** The Hitching Post shall have the right to operate and provide such other services and product sales as agreed from time to time by the parties.

2.4 **Quality of Services.** The Hitching Post shall supply Services of good quality, on a timely basis, and with appropriate products in accordance with the terms hereunder.

2.5 **Inspection of Services.** Client may inspect the Services, without notice, on any business day at any time Client in its sole discretion may deem desirable. The inspection will be conducted in a manner to avoid disruption to the Services.

2.6 **Staff for Services.** The Hitching Post shall keep and maintain an adequate staff of qualified individuals for the performance of Services and related administration.

2.7 **Inventory of Product of Food and Beverages for Services.** The Hitching Post shall provide or cause the provision of:

2.7.1 An adequate and appropriate inventory sufficient for the performance of Services; and

2.7.2 The timely and full payment for such inventory.

2.7.3 Soft drink beverage products shall be purchased from Viking Coca-Cola by client. Client will have soft drink beverage products available for repurchase by Hitching Post for resale at scheduled events. Hitching Post shall coordinate with Client for the purchase of product and subsequent resale. Prices to be negotiated between Client and Hitching Post.

2.8 **Independent Contractor.** The Hitching Post shall perform such Services as an independent contractor. Neither party intends, and nothing contained in this Agreement shall be construed, to establish a partnership or joint venture between the parties.

3. **Client Premises.** To facilitate the performance of Services, Client shall furnish, at its expense at the Premises:

3.1 **Operation Facilities.** Interior facilities for exclusive Hitching Post use, supplied per such specifications prepared by The Hitching Post as reasonably necessary to perform the Services;

3.2 **Equipment.** Equipment in the food preparation, storage, dining, and serving areas for exclusive Hitching Post use as identified in the Program or as reasonably necessary to sufficiently perform the Services conducted at Client's request (collectively Services Equipment). Equipment to include, but not limited to the mobile concession trailer referenced herein.

3.3 **Utilities.** All utilities as identified in the Program or as reasonable and necessary for the efficient performance of the Food Services, Sanitation Services, and such other services conducted at Client's request.

3.4 **Cleaning; Maintenance; Safety.**

3.4.1 Client shall keep clean all walls above six (6) feet from floor level, windows, ceilings, lighting, ventilation fittings and interiors, and grease traps; and

3.4.2 The Premises, Services Equipment, Offices, and Utilities shall be serviced and kept by Client in a good workmanlike manner and in a safe operating condition and further shall be maintained, replaced, and repaired to ensure continued fitness for their particular and intended purposes, and in accordance with relevant manufacturer warranties and recommendations. Notwithstanding the foregoing, if Services Equipment provided by Client becomes inoperative, hazardous, or inefficient to operate, the Hitching Post shall notify Client and have the right to effect repairs or replacements at the expense of the Client, if the Client fails to do so within ten (10) days after five (5) days' notice by the Hitching Post to Client of said Equipment deficiency. However, Client shall, if applicable, pay the cost of all paper products used during such fifteen (15) day period or longer that the Services Equipment is inoperable.

4. **Financial Terms and Payment for Services.**

4.1 **Financial Terms.** The Hitching Post shall be responsible for payment and for providing services at the scheduled events, all as set forth on **Attachment #1 Services Program: Payment Provisions**, attached hereto and made a part hereof.

5. **Agreement Term. Unless sooner terminated as provided in this section, the term of this Agreement shall be March 20, 2024 through December 31, 2024.**

5.1 **Permitted Termination.** Notwithstanding the foregoing, this Agreement may be terminated:

5.1.1 Effective upon sixty (60) days' prior notice by either party to the other; or

5.1.2 At any time after the occurrence or continuance of a Payment Default or other Default that is material to the whole of this Agreement that has not been remedied in accordance with Section 11 herein.

5.2 **Survival of Obligations.** Termination of this Agreement shall not operate to limit, reduce, cancel, or otherwise modify any Obligations then accrued.

5.3 **Equipment Return.** Promptly following termination of this Agreement, the Hitching Post shall return to Client such Services Equipment, Offices, and Utilities in a similar condition, Ordinary Wear and Tear excepted. Ordinary Wear and Tear shall have the meaning commonly attributed to such term as well as mean losses or damage to chinaware, glassware, flatware, trays, utensils, and other small wares that may result from breakage, theft, over-use, or negligent misuse.

6. **Representations, Warranties, and Covenants.** The following representations, warranties, and covenants are made by the parties at the time and from the Effective Date hereof and shall survive the termination of this Agreement.

6.1 **Business Status; etc.** The execution, delivery, and performance by the parties of this Agreement are within their respective powers, have been duly authorized by all necessary action, and do not and will not contravene their respective charters, agreement of partnership, or by-laws. This Agreement constitutes the valid and legally binding Obligations of the parties, enforceable in accordance with its terms. The parties' respective chief executive offices, principal places of business, and the places of record retention are located at the addresses set forth on the signature page.

6.2 **Taxes; Assessments.** The Hitching Post shall pay when due, all federal, state, local, and other governmental taxes or assessments in connection with the operation and performance of the Services. The Hitching Post shall pay when due all license and permit fees in connection with Services.

6.3 **Compliance with Laws.** The Hitching Post and Client shall comply with all federal, state, and local laws applicable to their Obligations. The Hitching Post shall keep in effect all necessary permits, licenses, and food handlers' cards and will post such permits where required.

6.4 **Alcohol Prohibited during Youth Events (MAYBA, MAFSA, Marshall Community Services and School District Sponsored Events).** The Hitching Post shall not provide for sale nor serve alcohol during MAYBA, MAFSA, or Marshall Community Services sponsored events and alcohol shall not be provided for sale or served during Independent School District #413 school events.

6.5 **No Title.** Client has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by the Hitching Post on the Premises. Client shall not operate, remove, or tamper with such equipment, inventory, or other property, except such equipment or other property identified herein.

The Hitching Post has no right, title, or interest in, and shall not assert or disturb rights, title, or interest to, any equipment, inventory, or other property furnished or installed by Client on the Premises. The Hitching Post shall not operate, remove, or tamper with such equipment, inventory, or other property, except such equipment or other property as specifically identified herein

7. Indemnification.

7.1 **Mutual Indemnification.** Each party shall indemnify, defend, and hold harmless the other from any and all losses, damages, or expenses, including reasonable attorneys' fees, arising out of or resulting from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage if caused by any negligent act or omission or breach of such party (except to the extent caused by the negligent act or omission or breach of the other party, its employees, or agents).

7.2 **Notification of Claim.** Notification of an event giving rise to an indemnification claim (Notice) must (a) be received by the indemnifying party on or by the earlier of a date thirty (30) days subsequent to the date which such event was or should have been discovered or ninety (90) days subsequent to the effective termination date of this Agreement; and (b) include a brief factual summary of the damage and cause thereof. An indemnification claim is expressly subject to, and conditioned upon, compliance with the Notice provisions hereunder.

7.3 **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS, SUFFERED BY EITHER PARTY UNDER THIS AGREEMENT. Nothing in this agreement constitutes a waiver by the Client of any statutory or common law defenses, immunities or limits on liability. The liability of the Client shall be governed by the provisions of Chapter 466 of Minnesota Statutes.

8. Insurance.

8.1 **The Hitching Post.** The Hitching Post shall obtain and maintain insurance for the following risks in such amounts under such policies as appropriate: general liability (including contractual, dram shop and products-completed operations liability) in an amount not less than One Million Dollars (\$1,000,000.00) as required by applicable statute.

8.2 **Client.** Client shall obtain and maintain insurance for the Operation Facilities, Services Equipment, Offices, and Utilities against risks covered by standard forms of fire, theft, and extended coverage in such amounts under such policies as appropriate, but not less than One Million Dollars (\$1,000,000.00) per occurrence, but not less than One Million, Five Hundred Thousand Dollars (\$1,500,000.00) to cover claims in the aggregate.

8.3 **Certificates of Insurance.** Certificates of Insurance for such coverage shall be provided by each party to the other party, naming the applicable party as an additional insured as respects such coverage prior to commencement of Services hereunder.

9. Default.

The occurrence of one or more of the following events shall constitute a default under this Agreement

(a Default): (a) Each and every occurrence of a Payment Default (no waiver, deferral, or compromise of any payment obligations or prior Payment Default shall extend to, or constitute a waiver of, any subsequent or other Payment Defaults or impair any Hitching Post termination rights or remedies at law or in equity); (b) A party's failure to perform when due any Obligation under this Agreement (except a Payment Default, which shall be subject to subsection (a) above) when such failure continues for a period of thirty (30) days subsequent to notice thereof; (c) A party's breach of any warranty, representation, or covenant under this Agreement when such failure continues for a period of thirty (30) days subsequent to notice thereof; and (d) A party (i) becomes insolvent or unable to pay its debts as they become due; (ii) ceases to do business as a going concern; or (iii) makes an assignment for the benefit of creditors, applies to or petitions any tribunal for the appointment of a custodian, receiver, or trustee for itself or any substantial part of its assets, or commences any proceeding with respect to itself under any bankruptcy, reorganization, readjustment of debt, insolvency, receivership, dissolution or liquidation law or statute of any jurisdiction, or if it files any such application or petition, or if such proceeding is commenced against a party.

10. **Dispute Resolution and Governing Law.**

10.1 **Good Faith Negotiation.** The parties agree that any dispute, controversy, claim, or disagreement arising out of or relating to this Agreement, or the breach, termination, validity, or enforceability of any provision of this Agreement (each a Dispute) shall be negotiated between them in good faith in an attempt to reach a just and equitable solution satisfactory to both parties for a period of thirty (30) days.

10.2 **Governing Law; Exclusive Choice of Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Any Dispute not remedied within thirty (30) days after complying with the Obligations set forth in 12.1 herein, shall be submitted to State District Courts in Lyon County, Minnesota for litigation, including all requirements to mediate said resolution.

11. **Miscellaneous.**

11.1 **No Assignment.** Neither party may assign this Agreement to an unaffiliated business entity without the prior written consent of the other party.

11.2 **Force Majeure.** In case performance of any Obligations hereunder (other than the payment of monies due) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, epidemic, pandemic, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its Obligations hereunder (other than the payment of monies due) during the period such cause continues, and, if mutually agreed to and if possible, extend the term of this Agreement for the period of such suspension of the performance of duties hereunder.

11.3 **Signatures.** Agreement to, and acceptance of, this Agreement may be made and evidenced by facsimile signature or in an electronic form evidencing signatures of both parties hereto.

11.4 **Notices.** All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid, or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party.

Any such notices shall be deemed to have been given (a) upon delivery in the case of personal delivery; (b) upon the first business day following facsimile receipt; (c) one business day after deposit with an overnight courier; or (d) three business days after deposit in the United States mail.

11.5 Information Technology Security. In connection with the services being provided hereunder, the Hitching Post may need to operate certain information technology systems not owned by the Client (Non-Client Systems), which may need to interface with or connect to Client's networks, internet access, or information technology systems (Client Systems). The Hitching Post shall be responsible for all Non-Client Systems, and Client shall be solely responsible for Client Systems, including taking the necessary security and privacy protections as are reasonable under the circumstances. If the Hitching Post serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then the Hitching Post will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data (Data Protection Rules). If Non-Client Systems interface with or connect to Client Systems, then Hitching Post will notify Client of the need for the Non-Client System to interface with the Client Systems. Upon receiving this notification, Client and Hitching Post agree to share the expense equally for any necessary changes to the Client Systems that the Parties agree are necessary or prudent to ensure the Hitching Post's compliance with the Data Protection Rules. Each party shall indemnify, defend and hold harmless the other party from all claims, liabilities, damages and costs (including reasonable attorneys' fees) to the extent caused by the indemnifying party's failure to comply with its obligations in this Section.

Effective Date: _____

Client: City of Marshall

By: _____
(Authorized Officer or Principal Signature)

Printed Name: **Robert J. Byrnes**

Title: Mayor

By: _____
(Authorized Officer or Principal Signature)

Printed Name: **Steven Anderson**

Title: City Clerk

Signature Date: _____

Principal Address: 344 W. Main Street, Marshall, MN 56258

Premises Location(s): Amateur Sports Complex, 300 Tiger Drive, Marshall, MN 56258

Client Notice To:

Name: **Preston Stensrud**

Title: **Park & Recreation Superintendent**

The Hitching Post of Marshall, Inc. d/b/a Hitching Post Eatery and Saloon

By: _____
(Authorized Officer or Principal Signature)

Printed Name: **Jordan Handeland**

Title: _____

Signature Date: _____

The Hitching Post Notice To:

Name: Hitching Post of Marshall, Inc.

Attachment #1

Services Program: Payment Provisions

Commissions	Hitching Post shall pay commissions to the Client within thirty (30) days from the fiscal close of the preceding month in an amount equal to 0% of Gross Sales. "Gross Sales" shall mean all moneys received for sales or Services rendered at or from the Premises.
Payment Terms	Net fifteen (15) days of Billing Statement date via Client check or electronic fund transfer to the account and banking institution designated by Hitching Post.
Hours or Days of Operation	<p>Correspond to customary Client operating hours and days of operation, or as otherwise agreed. Food services to be provided by Hitching Post at the following events:</p> <ul style="list-style-type: none">(a) All School District, MAYBA and MAFSA sponsored events at the "Premises"(b) All Client (City of Marshall) sponsored youth events at the "Premises" (no sponsored events during the term of this agreement, unless specifically agreed to by Hitching Post).

Hours of operation shall be at least one-half hour before scheduled event start time and continuing until one-half hour after conclusion of event.

*Payment of commissions as set forth above is hereby WAIVED for term of this agreement (March 20, 2024 through December 31, 2024). Client (City of Marshall) hereby reserves the right to collect a commission from Hitching Post in subsequent years should this agreement be extended for additional years of service.

Attachment #2

Summary of Responsibilities		Hitching Post	Client
Inventory	food, beverages, detergent, paper supplies, postage	X	
Services Equipment			
Fabrics	linens, uniforms	X	
Expendable Equipment	pots, pans, bowls, utensils, measuring/mixing tools, knife sharpening tools	X	
Non-Expendable Equipment	cash drawers & computer processing systems, dining furniture, food-production appliances, kiosks & server/display units, maintenance & sanitation supplies/appliances	X	
Operation Facilities	food production & storage space per Hitching Post specifications		X
Utilities	telephone hardware, lines & service, 220w electric current, lighting fixtures, gas & fuel, HVAC, hot & cold water, steam, refuse collection & removal, facilities sewerage disposal, extermination service, fire safety systems		X
Cleaning	Concession Trailer	X	
Operation & Dining Facilities	windows, ceilings, fans & lighting fixtures, ventilation fittings & interiors, grease traps, restrooms, carpeted areas, walls above 6 ft.		X
	exterior of equipment in food storage & preparation areas, walls up to 6 ft., floors, exterior of hoods & vents, dining furniture	X	
Maintenance	Client Premises, Operation Facilities, Services Equipment, Utilities, Offices		X
Services Staff	adequate staff of qualified Employees & agents to perform Services & related administration	X	

CITY OF MARSHALL AGENDA ITEM REPORT

Meeting Date:	Tuesday, March 12, 2024
Category:	CONSENT AGENDA
Type:	INFO/ACTION
Subject:	Liberty Park Bandshell Project - Approve Resolution of Support to Apply for Minnesota DNR Outdoor Recreation Grant
Background Information:	<p>At the January 9, 2024, City Council meeting, City Council approved a request to work with Widseth on a grant application for the Liberty Bandshell.</p> <p>Since that time staff and the Widseth team have been preparing the proper documentation to submit our application. One part of the grant application process is a resolution to be approved by City Council to support the project if the grant is awarded.</p> <p>The Outdoor Recreation Grant provides 50% matching funds up to a maximum amount of \$350,000 for awarded projects. Grants are due by March 31st and will be awarded by mid-summer with a deadline to use the funds of June 2026.</p> <p>Since bringing forward the request for services with Widseth, City staff have had two architectural and engineering firms look at the current state of the bandshell. Both firms recommended a full replacement of the structure vs. a refurbishment. The costs of a remodel will almost certainly exceed the costs of a new structure.</p>
Fiscal Impact:	No costs at this time – will come back to Council if grant is awarded for planning and design.
Alternative/ Variations:	N/A
Recommendations:	Approve resolution of support to apply for Minnesota DNR Outdoor Recreation Grant

Resolution 24-030

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE MINNESOTA DNR OUTDOOR RECREATION GRANT

BE IT RESOLVED that the City of Marshall act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on March 12, 2024 and that its City Administrator is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Marshall.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Marshall has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Marshall has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Marshall has or will acquire fee title or permanent easement over all the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Marshall may enter into an agreement with the State for the above-referenced project, and that the City of Marshall certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Marshall on March 12, 2024.

SIGNED:

WITNESSED:

(Signature)

(Signature)

Mayor

(Date)

City Clerk

(Date)

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Karla Drown
Meeting Date:	Tuesday, March 12, 2024
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	The following bills and project payments be authorized for payment.



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 03/01/2024 - 03/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
6128	ACTION COMPANY LLC	03/01/2024	EFT	0.00	262.50	15797
6128	ACTION COMPANY LLC	03/08/2024	EFT	0.00	450.00	15888
0548	ACTION SPORTS INC	03/08/2024	EFT	0.00	424.39	15889
0560	AFSCME COUNCIL 65	03/01/2024	EFT	0.00	1,324.40	15798
6412	AG PLUS COOPERATIVE	03/01/2024	EFT	0.00	68.91	15799
0578	AMAZON CAPITAL SERVICES	03/01/2024	EFT	0.00	531.43	15800
0578	AMAZON CAPITAL SERVICES	03/08/2024	EFT	0.00	1,237.41	15890
3761	AMERICAN BOTTLING CO.	03/01/2024	Regular	0.00	244.78	124133
0599	ANCHOR INDUSTRIES INC.	03/01/2024	Regular	0.00	2,138.98	124134
2701	ANDERSON, JASON	03/01/2024	EFT	0.00	80.00	15801
0658	AP DESIGN, INC. / NICHOLAS J SCHWARZ OR JILL	03/08/2024	EFT	0.00	2,035.00	15891
7395	AP DESIGN, INC./NICHOLAS J SCHWARZ OR JILL	03/08/2024	EFT	0.00	35.72	15892
6694	ARAMARK UNIFORM & CAREER APPAREL GROU	03/01/2024	EFT	0.00	126.94	15802
0629	ARNOLD MOTOR SUPPLY	03/08/2024	EFT	4.17	204.35	15893
5702	B & H PHOTO & ELECTRONICS CORP	03/01/2024	EFT	0.00	332.96	15803
5702	B & H PHOTO & ELECTRONICS CORP	03/08/2024	EFT	0.00	14.51	15894
7256	BALDWIN SUPPLY COMPANY	03/01/2024	Regular	0.00	9,109.10	124135
7562	BANBURY, RICHARD	03/08/2024	Regular	0.00	500.00	124171
2362	BAUMANN, ADAM	03/01/2024	EFT	0.00	30.00	15804
7152	BAYCOM INC	03/01/2024	EFT	0.00	8,394.00	15805
7378	BEHNKE, JOSHUA	03/01/2024	Regular	0.00	121.02	124136
0688	BELLBOY CORPORATION	03/01/2024	EFT	0.00	9,757.73	15806
0688	BELLBOY CORPORATION	03/08/2024	EFT	0.00	11,235.66	15895
0699	BEVERAGE WHOLESALERS, INC.	03/01/2024	Regular	0.00	58,928.51	124137
0699	BEVERAGE WHOLESALERS, INC.	03/08/2024	Regular	0.00	31,234.93	124172
0724	BOLTON & MENK INC	03/08/2024	EFT	0.00	4,229.50	15896
0018	BORDER STATES INDUSTRIES, INC.	03/01/2024	EFT	0.00	1,082.45	15807
3829	BRAU BROTHERS	03/01/2024	EFT	0.00	258.00	15808
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	03/01/2024	Regular	0.00	16,577.77	124139
4457	BREAKTHRU BEVERAGE MINNESOTA WINE & SF	03/08/2024	Regular	0.00	10,921.50	124173
0186	BRUNSVOLD, QUENTIN	03/01/2024	EFT	0.00	30.00	15809
3413	BRUSVEN, KATHERINE	03/01/2024	EFT	0.00	30.00	15810
0728	BUFFALO RIDGE CONCRETE INC	03/08/2024	EFT	0.00	11.99	15897
0204	BUYSE, JASON	03/01/2024	EFT	0.00	30.00	15811
0216	CALLENS, DAVID	03/01/2024	EFT	0.00	30.00	15812
6791	CAPITAL ONE	03/01/2024	Regular	0.00	150.57	124141
6791	CAPITAL ONE	03/08/2024	Regular	0.00	180.52	124177
7164	CARD CONNECT/MERCHANT BANK CD	03/04/2024	Bank Draft	0.00	35.00	DFT0003726
7164	CARD CONNECT/MERCHANT BANK CD	03/04/2024	Bank Draft	0.00	671.93	DFT0003727
0799	CARLOS CREEK WINERY, INC	03/08/2024	Regular	0.00	1,050.00	124178
0802	CARLSON & STEWART REFRIGERATION, INC.	03/01/2024	EFT	0.00	12,238.95	15813
0815	CATTOOR OIL COMPANY, INC	03/01/2024	EFT	0.00	1,035.86	15814
0815	CATTOOR OIL COMPANY, INC	03/08/2024	EFT	0.00	2,826.74	15898
0239	CAUWELS, ROGER	03/01/2024	EFT	0.00	30.00	15815
5733	CLARITY TELECOM, LLC	03/08/2024	EFT	0.00	384.57	15899
5121	COLE PAPERS INC	03/08/2024	EFT	0.00	1,903.97	15900
0865	COLEMAN ELECTRIC COMPANY	03/01/2024	Regular	0.00	675.99	124142
0272	COUDRON, DEAN	03/01/2024	EFT	0.00	30.00	15816
7394	CRESTED RIVER CANNABIS COMPANY	03/01/2024	EFT	0.00	1,049.00	15817
0920	CULLIGAN WATER CONDITIONING OF MARSHAI	03/08/2024	Regular	0.00	182.25	124179
7572	CUSTOMIZED FIRE RESCUE TRAINING INCORPOI	03/08/2024	Regular	0.00	500.00	124180
7555	CWACH, PAMELA	03/01/2024	Regular	0.00	500.00	124143
0934	D & G EXCAVATING INC	03/01/2024	EFT	0.00	500.00	15818
3819	DACOTAH PAPER CO	03/01/2024	EFT	9.71	961.08	15819

Council Check Report

Date Range: 03/01/2024 - 03/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7102	DAHLHEIMER BEVERAGE	03/01/2024	EFT	0.00	1,295.15	15820
0948	DAKOTA RIGGERS & TOOL SUPPLY INC	03/01/2024	EFT	0.00	370.89	15821
7568	DAVIS, TERRY	03/08/2024	Regular	0.00	700.00	124181
7567	DEBAERE, FRAN & SYL	03/08/2024	Regular	0.00	700.00	124182
3259	DEUTZ, LAUREN	03/01/2024	EFT	0.00	80.00	15822
0990	DIAMOND VOGEL, INC	03/08/2024	EFT	0.00	7,201.80	15901
5994	DISTRIBUTED WEBSITE CORP	03/08/2024	EFT	0.00	100.00	15902
5731	DOLL DISTRIBUTING LLC	03/01/2024	EFT	0.00	21,145.07	15823
5731	DOLL DISTRIBUTING LLC	03/08/2024	EFT	0.00	15,159.02	15903
4126	DOOM & CUYPER CONSTRUCTION	03/01/2024	EFT	0.00	4,441.00	15824
4126	DOOM & CUYPER CONSTRUCTION	03/08/2024	EFT	0.00	1,259.25	15904
6700	EYEMED VISION CARE	03/08/2024	EFT	0.00	582.28	15905
1090	FASTENAL COMPANY	03/01/2024	EFT	0.00	60.00	15825
1090	FASTENAL COMPANY	03/08/2024	EFT	0.00	344.83	15907
7073	FIXEN CHIROPRACTIC	03/08/2024	EFT	0.00	115.00	15908
5970	FM ACOUSTICAL TILE INC	03/08/2024	Regular	0.00	4,128.00	124183
7558	G4CM LLC	03/01/2024	Regular	0.00	1,964.95	124144
1158	GALLS INC	03/01/2024	EFT	0.00	136.74	15826
6478	GOPHER STATE ONE CALL	03/08/2024	EFT	0.00	49.95	15909
7192	GOVERNMENT TRAINING SERVICES, INC.	03/01/2024	Regular	0.00	125.00	124145
1201	GRAINGER INC	03/01/2024	EFT	0.00	74.75	15827
6379	GRAPE BEGINNINGS, INC.	03/01/2024	EFT	0.00	2,364.75	15828
1230	HACH COMPANY	03/08/2024	EFT	0.00	787.16	15910
7553	HANSEN, CHRIS	03/01/2024	Regular	0.00	500.00	124146
3565	HANSON, ERIC	03/01/2024	EFT	0.00	70.00	15829
1256	HAWKINS INC	03/01/2024	EFT	0.00	29,672.73	15830
1256	HAWKINS INC	03/08/2024	EFT	0.00	12,071.35	15911
6430	HEARTLAND ELECTRIC, INC	03/01/2024	Regular	0.00	535.65	124147
6430	HEARTLAND ELECTRIC, INC	03/08/2024	Regular	0.00	381.56	124184
1271	HENLE PRINTING COMPANY	03/08/2024	EFT	0.00	60.00	15912
1291	HOFFMAN FILTER SERVICE	03/01/2024	Regular	0.00	65.00	124148
2153	HOFFMANN, RYAN	03/01/2024	EFT	0.00	30.00	15831
3555	HOLDEN, NATHAN	03/08/2024	EFT	0.00	148.00	15913
1325	ICMA RETIREMENT TRUST #300877	03/01/2024	EFT	0.00	50.00	15832
6951	IKI INC.	03/01/2024	Regular	0.00	49.00	124149
1358	INTERNAL REVENUE SERVICE	03/01/2024	Bank Draft	0.00	29,053.18	DFT0003716
1358	INTERNAL REVENUE SERVICE	03/01/2024	Bank Draft	0.00	22,895.87	DFT0003717
1358	INTERNAL REVENUE SERVICE	03/01/2024	Bank Draft	0.00	8,790.64	DFT0003718
6540	INTERNATIONAL CHEMTEx, LLC	03/01/2024	EFT	0.00	359.16	15833
7554	JANACHOVSKY, BETHANY	03/01/2024	Regular	0.00	500.00	124150
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/01/2024	EFT	0.00	29,273.15	15837
1399	JOHNSON BROTHERS LIQUOR COMPANY	03/08/2024	EFT	0.00	8,853.84	15916
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/01/2024	EFT	0.00	12,489.38	15835
2036	JOHNSON BROTHERS LIQUOR COMPANY	03/08/2024	EFT	0.00	10,214.82	15917
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/01/2024	EFT	0.00	1,822.57	15836
2605	JOHNSON BROTHERS LIQUOR COMPANY	03/08/2024	EFT	0.00	4,659.34	15915
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/01/2024	EFT	0.00	3,595.40	15834
5447	JOHNSON BROTHERS LIQUOR COMPANY	03/08/2024	EFT	0.00	1,397.05	15914
1417	KENNEDY & GRAVEN, CHARTERED	03/01/2024	EFT	0.00	10,012.25	15839
1417	KENNEDY & GRAVEN, CHARTERED	03/08/2024	EFT	0.00	475.00	15918
5095	KIBBLE EQUIPMENT LLC	03/01/2024	EFT	0.00	10,000.00	15840
0785	KOPITSKI, JASON	03/01/2024	EFT	0.00	30.00	15841
2363	KRUK, CHRISTOPHER	03/01/2024	EFT	0.00	30.00	15842
4511	KRUSE BUICK PONTIAC GMC, INC	03/08/2024	EFT	0.00	518.80	15919
4140	KRUSE FORD-LINCOLN-MERCURY, INC	03/08/2024	EFT	0.00	122.60	15920
7560	KUNTZ, ROBERT	03/08/2024	Regular	0.00	500.00	124185
1480	LAW ENFORCEMENT LABOR SERVICE INC	03/01/2024	EFT	0.00	1,269.00	15843
2625	LEE, JERRED	03/01/2024	EFT	0.00	30.00	15844
1508	LOCKWOOD MOTORS INC	03/01/2024	EFT	0.00	146.95	15845
1508	LOCKWOOD MOTORS INC	03/08/2024	EFT	0.00	21.90	15921
3065	LUTHER, ERIC	03/01/2024	EFT	0.00	66.18	15846

Council Check Report

Date Range: 03/01/2024 - 03/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1531	LYON COUNTY AUDITOR-TREASURER	03/01/2024	EFT	0.00	1,233.52	15847
1552	LYON COUNTY RECORDER	03/08/2024	EFT	0.00	74.25	15922
1571	MADISON NATIONAL LIFE INSURANCE COMPAN	03/01/2024	EFT	0.00	1,229.83	15848
1576	MALLOY ELECTRIC BEARING SUPPLY	03/08/2024	Regular	0.00	52.13	124186
1604	MARSHALL AREA CHAMBER OF COMMERCE	03/08/2024	EFT	0.00	180.00	15923
6297	MARSHALL AREA FASTPITCH SOFTBALL ASSOCI	03/01/2024	Regular	0.00	405.00	124151
3799	MARSHALL BOY'S BASKETBALL BOOSTERS	03/01/2024	Regular	0.00	1,000.00	124152
1616	MARSHALL CONVENTION & VISITORS BUREAU	03/01/2024	EFT	0.00	7,000.00	15849
4874	MARSHALL GIRL'S BASKETBAL BOOSTERS	03/01/2024	Regular	0.00	585.00	124153
6961	MARSHALL GYMNASTICS BOOSTERS	03/01/2024	Regular	0.00	1,000.00	124154
1623	MARSHALL INDEPENDENT, INC	03/08/2024	Regular	0.00	2,723.61	124187
5813	MARSHALL LUMBER CO	03/01/2024	EFT	0.00	210.88	15850
5813	MARSHALL LUMBER CO	03/08/2024	EFT	0.00	256.26	15924
1633	MARSHALL MUNICIPAL UTILITIES	03/08/2024	EFT	0.00	83,532.07	15925
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	03/08/2024	EFT	3.94	192.56	15928
3545	MARSHALL RADIO	03/08/2024	EFT	0.00	2,000.00	15929
5335	MARSHALL TIGER BASEBALL BOOSTERS	03/01/2024	EFT	0.00	1,000.00	15851
1651	MARSHALL UNITED SOCCER ASSOCIATION	03/01/2024	Regular	0.00	948.75	124155
1652	MARSHALL VOLUNTEER FIRE RELIEF ASSOCIATI	03/01/2024	Regular	0.00	1,000.00	124156
0933	MARSHALL, JAMES	03/01/2024	EFT	0.00	80.00	15852
5139	MATHESON TRI-GAS INC	03/01/2024	Regular	0.00	133.00	124157
7153	MAVERICK WINE LLC	03/01/2024	EFT	0.00	1,203.92	15853
1680	MCEA EXECUTIVE OFFICE	03/01/2024	Regular	0.00	339.00	124158
7077	MEDSURETY, LLC	03/01/2024	Bank Draft	0.00	10,574.33	DFT0003710
7077	MEDSURETY, LLC	03/01/2024	Bank Draft	0.00	6,667.08	DFT0003715
7077	MEDSURETY, LLC	03/01/2024	Bank Draft	0.00	229.18	DFT0003720
7077	MEDSURETY, LLC	03/06/2024	Bank Draft	0.00	276.00	DFT0003721
7077	MEDSURETY, LLC	03/05/2024	Bank Draft	0.00	1,297.74	DFT0003722
2719	MELLENTIN, CODY	03/01/2024	EFT	0.00	30.00	15854
4980	MENARDS INC	03/01/2024	EFT	0.00	155.65	15855
4980	MENARDS INC	03/08/2024	EFT	0.00	303.56	15930
0973	MEULEBROECK, ANDY	03/01/2024	EFT	0.00	30.00	15856
4095	MINNESOTA DEPARTMENT OF PUBLIC SAFETY	03/08/2024	Regular	0.00	100.00	124188
1818	MINNESOTA DEPARTMENT OF REVENUE	03/01/2024	Bank Draft	0.00	11,847.51	DFT0003719
1813	MINNESOTA POLLUTION CONTROL AGENCY	03/01/2024	Regular	0.00	6,300.00	124159
1813	MINNESOTA POLLUTION CONTROL AGENCY	03/01/2024	Regular	0.00	400.00	124160
3669	MINNESOTA STATE RETIREMENT SYSTEM	03/01/2024	Bank Draft	0.00	10,537.44	DFT0003713
1757	MN CHILD SUPPORT PAYMENT CENTER	03/01/2024	Bank Draft	0.00	386.70	DFT0003708
1757	MN CHILD SUPPORT PAYMENT CENTER	03/01/2024	Bank Draft	0.00	170.74	DFT0003709
1774	MN DEPT OF LABOR & INDUSTRY	03/08/2024	Regular	0.00	90.00	124189
1787	MN STATE BOARD OF ASSESSORS	03/08/2024	Regular	0.00	50.00	124190
3453	MOBERG, E.J.	03/01/2024	EFT	0.00	80.00	15857
3453	MOBERG, E.J.	03/08/2024	EFT	0.00	500.00	15931
2512	NATIONWIDE RETIREMENT	03/01/2024	Bank Draft	0.00	100.00	DFT0003704
1923	NCPERS MN GROUP LIFE INS.	03/01/2024	EFT	0.00	240.00	15858
1945	NORM'S GTC	03/01/2024	Regular	0.00	540.93	124161
1945	NORM'S GTC	03/08/2024	Regular	0.00	357.08	124191
7404	NORTH STAR TRAINING & CONSULTING	03/01/2024	Regular	0.00	2,025.00	124162
7166	NORTHAMERICAN BANCARD/EPX	03/01/2024	Bank Draft	0.00	8,265.44	DFT0003723
5891	ONE OFFICE SOLUTION	03/01/2024	EFT	0.00	109.28	15859
3809	O'REILLY AUTOMOTIVE STORES, INC	03/01/2024	EFT	0.00	488.99	15860
3809	O'REILLY AUTOMOTIVE STORES, INC	03/08/2024	EFT	0.00	115.36	15932
2307	ORTMANN, JARAD	03/01/2024	EFT	0.00	41.00	15861
7569	OWEN, KAREN	03/08/2024	Regular	0.00	700.00	124192
1243	PATZERS INC	03/08/2024	EFT	0.00	369.92	15933
7556	PAULZINE, NANCY	03/01/2024	Regular	0.00	400.00	124163
2019	PAUSTIS WINE COMPANY	03/01/2024	EFT	0.00	2,537.25	15862
7168	PAYLIDIFY/GATEWAY SERVICES	03/05/2024	Bank Draft	0.00	12.76	DFT0003728
7163	PAYLIDIFY/MERCHANT BANK	03/04/2024	Bank Draft	0.00	60.63	DFT0003724
7163	PAYLIDIFY/MERCHANT BANK	03/04/2024	Bank Draft	0.00	382.51	DFT0003725
5707	PAYPAL INC	03/04/2024	Bank Draft	0.00	251.75	DFT0003730

Council Check Report

Date Range: 03/01/2024 - 03/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	03/01/2024	EFT	0.00	67.50	15863
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	03/08/2024	EFT	0.00	64.50	15934
2028	PERA OF MINNESOTA REG	03/01/2024	Bank Draft	0.00	57,212.86	DFT0003711
7053	PERFORMANCE FOOD GROUP, INC.	03/08/2024	Regular	0.00	5,305.19	124193
4007	PETE'S ELECTRIC MOTOR REPAIR	03/01/2024	EFT	0.00	199.63	15864
2049	PLUNKETTS PEST CONTROL INC	03/01/2024	EFT	0.00	41.82	15865
2064	POWERPLAN	03/01/2024	Regular	0.00	625.96	124164
2064	POWERPLAN	03/08/2024	Regular	0.00	6,105.70	124194
5606	PRE-PAID LEGAL SERVICES, INC.	03/01/2024	Regular	0.00	395.75	124165
1163	PRZYBILLA, SCOTT	03/01/2024	EFT	0.00	30.00	15866
2096	QUARNSTROM & DOERING, PA	03/01/2024	EFT	0.00	5,684.71	15867
7194	RACE FORWARD	03/08/2024	Regular	0.00	1,000.00	124195
2125	RIEKE, BENJAMIN	03/01/2024	EFT	0.00	30.00	15868
6687	RIGNELL, DEREK	03/01/2024	Regular	0.00	251.25	124167
2186	ROGGE EXCAVATING	03/01/2024	EFT	0.00	900.00	15869
1211	ROKEH, JASON	03/01/2024	EFT	0.00	30.00	15870
5180	RTVISION INC	03/01/2024	EFT	0.00	525.00	15871
2201	RUNNING SUPPLY, INC	03/01/2024	EFT	0.00	533.94	15872
2201	RUNNING SUPPLY, INC	03/08/2024	EFT	0.00	43.97	15935
7566	SALFER, DALTON	03/08/2024	Regular	0.00	700.00	124196
2470	SANDGREN, KAYLYNN	03/01/2024	EFT	0.00	30.00	15873
4009	SKY PRINTING, INC.	03/08/2024	Regular	0.00	76.59	124197
6735	SMALL LOT COOP, LLC	03/01/2024	EFT	0.00	722.88	15874
3433	SNYDER, LYLE	03/01/2024	EFT	0.00	10.00	15875
4855	SOUTHERN GLAZER'S	03/01/2024	EFT	0.00	21,512.27	15876
4855	SOUTHERN GLAZER'S	03/08/2024	EFT	0.00	19,833.38	15936
2311	SOUTHWEST GLASS CENTER, INC	03/08/2024	EFT	0.00	825.28	15937
2318	SOUTHWEST SANITATION INC.	03/08/2024	EFT	0.00	3,639.17	15938
1334	ST AUBIN, GREGORY	03/01/2024	EFT	0.00	30.00	15877
4522	ST LOUIS MRO INC.	03/08/2024	EFT	0.00	27.50	15939
1659	STELTER, GEOFFREY	03/01/2024	EFT	0.00	30.00	15878
1350	STENSRUD, PRESTON	03/01/2024	EFT	0.00	30.00	15879
6706	SUN LIFE FINANCIAL	03/01/2024	EFT	0.00	1,602.06	15880
1378	SWANSON, GREGG	03/01/2024	EFT	0.00	30.00	15881
0147	TAHER FOOD SERVICE	03/01/2024	EFT	0.00	86.25	15882
6277	TALKING WATERS BREWING CO, LLC	03/08/2024	EFT	0.00	1,165.00	15940
0875	THE COMPUTER MAN INC	03/01/2024	EFT	0.00	10,971.50	15883
2429	TKDA	03/08/2024	EFT	0.00	6,779.01	15941
7184	TRANSAX/GATEWAY	03/05/2024	Bank Draft	0.00	30.50	DFT0003729
6156	TRUE BRANDS	03/08/2024	EFT	0.00	47.88	15942
1423	TRUEDSON, SCOTT	03/01/2024	EFT	0.00	30.00	15884
5106	ULINE	03/01/2024	EFT	0.00	680.68	15885
4402	UPS	03/08/2024	Regular	0.00	32.25	124198
2499	US BANK	03/08/2024	EFT	0.00	500.00	15943
3443	VALIC DEFERRED COMP	03/01/2024	Bank Draft	0.00	1,055.77	DFT0003705
3443	VALIC DEFERRED COMP	03/01/2024	Bank Draft	0.00	1,396.15	DFT0003706
6901	VAN METER INC	03/08/2024	EFT	10.75	1,063.81	15944
7514	VAN MEVEREN, CURT	03/01/2024	Regular	0.00	500.00	124168
1448	VANLEEUEWE, SARA J.	03/01/2024	EFT	0.00	70.00	15886
4489	VERIZON WIRELESS	03/08/2024	EFT	0.00	35.01	15945
7565	VERSAEVEL, CHRISTOPHER & CHRISTINE	03/08/2024	Regular	0.00	307.00	124199
6113	VERSA-VEND VENDING INC	03/08/2024	EFT	0.00	365.40	15946
6454	VERTEX UNMANNED SOLUTIONS, LLC	03/01/2024	Regular	0.00	219.00	124169
2538	VIKING COCA COLA BOTTLING CO.	03/01/2024	EFT	0.00	273.90	15887
2538	VIKING COCA COLA BOTTLING CO.	03/08/2024	EFT	0.00	329.65	15947
4594	VINOCOPIA INC	03/08/2024	EFT	0.00	3,040.25	15948
6085	VOYA - INVESTORS CHOICE	03/01/2024	Bank Draft	0.00	2,243.26	DFT0003714
7559	WARNER, ANDY	03/01/2024	Regular	0.00	500.00	124170
7564	WEILAGE, JAEN	03/08/2024	Regular	0.00	500.00	124200
5288	WEST CENTRAL COMMUNICATIONS, INC	03/08/2024	EFT	0.00	2,678.00	15949
2595	WESTERN PRINT GROUP	03/08/2024	EFT	0.00	30.00	15950

Council Check Report

Date Range: 03/01/2024 - 03/12/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7199	YSI, INC.	03/08/2024	EFT	0.00	2,290.00	15951
2632	ZIEGLER INC	03/08/2024	EFT	0.00	130.40	15952

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	62	0.00	178,833.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	25	25	0.00	174,444.97
EFT's	309	152	28.57	446,499.78
	451	239	28.57	799,778.02

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	117	62	0.00	178,833.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	25	25	0.00	174,444.97
EFT's	309	152	28.57	446,499.78
	451	239	28.57	799,778.02

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	3/2024	799,778.02
			799,778.02

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
3/12/2024

PROJECT #:	Coding	DATE	CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2020 Prior Payments	2021 Prior Payments	2022 Prior Payments	2023 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	749,360.00	5,779,560.00					11,822.00	-	100.00%
ST-009	481-43300-55170	3/14/2023	W. Lyon Street/N. 3rd Street Reconstruction	R & G Construction Co.	3,845,497.31	39,670.13	3,885,167.44	3,039,722.04	2,661,221.96	66,794.00		35,535.52	331,615.60	91.46%
PK-092	481-45200-55120	4/11/2023	Amateur Sports Center Shelter & Storage-Ball Field	Doom & Cuyper's Construction, Inc.	171,642.00	6,078.00	177,720.00				3,518,016.32	-	720.00	99.59%
AP-007	480-43400-55170	2022	Crack Filling w/Sealcoat	City Staff - Street/Airport	75,000.00		75,000.00			51,540.63	177,000.00		23,459.37	68.72%
AP-003	482-43400-55120	2/13/2024	SRE Building	Sussner Construction	2,913,100.00		2,913,100.00						2,913,100.00	0.00%
ST-012	482-43300-55170	2/27/2024	S Whitney (E College to Jean)	D & G Excavating	1,565,706.60		1,565,706.60						1,565,706.60	0.00%
					13,601,145.91	795,108.13	14,396,254.04	3,039,722.04	2,661,221.96	118,334.63	0.00	47,357.52	4,834,601.57	

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Jason Anderson
Meeting Date:	Tuesday, March 12, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Channel Parkway Addition - 1) Approval of Preliminary Plat; 2) Resolution Approving the Final Plat
Background Information:	<p>Attached please find a copy of the preliminary plat of Channel Parkway Addition in Marshall, Minnesota.</p> <p>The Economic Development Authority has been working with the Southwest West Central Service Cooperative (SWWC) to determine a new location for the agency's administrative offices. The SWWC is currently located in the former Market Street Mall and has explored several relocation and redevelopment opportunities. It was determined that a new facility would best meet the needs of the organization, including the addition of training facilities for staff and the community.</p> <p>SWWC's proposal includes the construction of a 16,000 sq ft facility on the city-owned property located in Parkway at the corner of London Road and Channel Parkway. SWWC employs 459 people with 52 staff on-site in Marshall with an 18-county service area. SWWC supports schools, cities, counties and government agencies with educational and administrative services including learning centers, special education services, enrichment programming, professional development, technology services, and more.</p> <p>The property that is being considered for development is located at the intersection of Channel Parkway and London Road. Creation of a parcel for this proposed development requires a platting process because this land has never been platted and City Ordinance requires land to be platted prior to the subdivision and sale of land.</p> <p>Attached please find a copy of the Engineer's Report of Preliminary Plat Review. Copies of the proposed subdivision have been sent to the local utility companies, and their requirements, if any, have been incorporated into the plat.</p> <p>Per adoption of Ordinance 23-024 on 11/14/2023, the public hearing on the preliminary plat is now conducted at the Planning Commission meeting instead of at the City Council meeting. At their meeting on 02/14/2024, Pieper made a motion, second by Agboola, to recommend approval of the preliminary plat of Channel Parkway Addition to the City Council, subject to utility companies review and recommendations. All voted in favor.</p> <p>The preliminary plat was introduced at the 02/27/2024 City Council meeting.</p> <p>Attached please find a copy of the Final Plat and Final Plat Checklist for Channel Parkway Addition.</p>
Fiscal Impact:	The applicant has paid the \$300 escrow for direct costs relating to the plat and the difference will be refunded or billed to the applicant according to the current Fee Schedule.

Alternative/ Variations:	No alternative actions recommended.
Recommendations:	<p>Recommendation No. 1 that the Council approve the Preliminary Plat of Channel Parkway Addition.</p> <p>Recommendation No. 2 that the Council adopt RESOLUTION NUMBER 24-031, which is the Resolution Approving the Final Plat of Channel Parkway Addition.</p>

RESOLUTION NUMBER 24-031

RESOLUTION APPROVING THE FINAL PLAT OF CHANNEL PARKWAY ADDITION

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

CHANNEL PARKWAY ADDITION BLOCK 1 LOT 1

more particularly described as attached Exhibit A.

WHEREAS, the Final Plat of Channel Parkway Addition was presented to the Common Council on March 12, 2024.

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

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

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

Passed and adopted by the Common Council this 12th day of March 2024.

ATTEST:

City Clerk

Mayor of the City of Marshall, MN

This Instrument Drafted By:
Jason R. Anderson, P.E.; Director of Public Works/City Engineer
344 W. Main St.
Marshall, MN 56258

EXHIBIT A

That part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 111 North, Range 41 West, City of Marshall, Lyon County, Minnesota, described as follows:

Commencing at the North Quarter corner of said Section 5; thence on an assumed bearing of South 1 degree 07 minutes 01 seconds East, along the east line of said Northwest Quarter, a distance of 104.39 feet; thence continuing South 1 degree 07 minutes 01 seconds East, along said east line, a distance of 234.28 feet to the point of beginning of the tract to be described; thence continuing South 1 degree 07 minutes 01 seconds East, along said east line, a distance of 597.05 feet to a survey monument; thence South 88 degrees 52 minutes 59 seconds West a distance of 608.55 feet to an iron monument located on the southeasterly right of way line of Channel Parkway; thence northeasterly, along said southeasterly right of way line, along a non-tangential curve, concave to the southeast, having a radius of 870.76 feet, a central angle of 22 degrees 46 minutes 49 seconds, a chord length of 343.93 feet, a chord bearing of North 33 degrees 03 minutes 01 seconds East, an arc distance of 346.21 feet to an iron monument; thence North 45 degrees 33 minutes 35 seconds West, along said southeasterly right of way line, a distance of 84.68 feet to an iron monument; thence northeasterly, along said southeasterly right of way line, along a non-tangential curve, concave to the southeast, having a radius of 894.95 feet, a central angle of 6 degrees 39 minutes 02 seconds, a chord length of 103.82 feet, a chord bearing of North 58 degrees 14 minutes 06 seconds East, an arc distance of 103.88 feet to an iron monument; thence North 61 degrees 33 minutes 37 seconds East, along said southeasterly right of way line, a distance of 433.76 feet to the point of beginning, containing 5.46 acres, subject to easements now of record in said county and state.

PRELIMINARY PLAT OF
CHANNEL PARKWAY ADDITION
IN THE N.E. 1/4, N.W. 1/4, SEC. 5, T. 111 N., R. 41 W.,
CITY OF MARSHALL, LYON COUNTY, MINNESOTA

LEGAL DESCRIPTION

That part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 111 North, Range 41 West, City of Marshall, Lyon County, Minnesota, described as follows:
Commencing at the North Quarter corner of said Section 5; thence on an assumed bearing of South 1 degree 07 minutes 01 seconds East, along the east line of said Northwest Quarter, a distance of 104.39 feet; thence continuing South 1 degree 07 minutes 01 seconds East, along said east line, a distance of 234.28 feet to the point of beginning of the tract to be described; thence continuing South 1 degree 07 minutes 01 seconds East, along said east line, a distance of 597.05 feet to a survey monument; thence South 88 degrees 52 minutes 59 seconds West a distance of 608.55 feet to an iron monument located on the southeasterly right of way line of Channel Parkway; thence northeasterly, along said southeasterly right of way line, along a non-tangential curve, concave to the southeast, having a radius of 870.76 feet, a central angle of 22 degrees 46 minutes 49 seconds, a chord length of 343.93 feet, a chord bearing of North 33 degrees 03 minutes 01 seconds East, an arc distance of 346.21 feet to an iron monument; thence North 45 degrees 33 minutes 35 seconds West, along said southeasterly right of way line, a distance of 84.68 feet to an iron monument; thence northeasterly, along said southeasterly right of way line, along a non-tangential curve, concave to the southeast, having a radius of 894.95 feet, a central angle of 6 degrees 39 minutes 02 seconds, a chord length of 103.82 feet, a chord bearing of North 58 degrees 14 minutes 06 seconds East, an arc distance of 103.88 feet to an iron monument; thence North 61 degrees 33 minutes 37 seconds East, along said southeasterly right of way line, a distance of 433.76 feet to the point of beginning, containing 5.46 acres, subject to easements now of record in said county and state.

CURRENT ZONING CLASSIFICATION: I-1 Limited Industrial District

BUILDING HEIGHT (MAX): 75 FT

FRONT YARD SETBACK: 35 FT ABUTTING THOROUGHFARE
25 FT

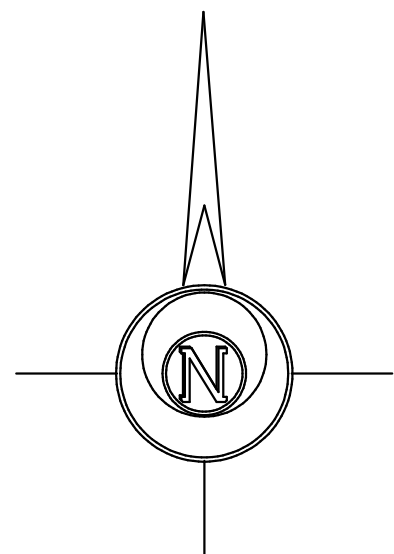
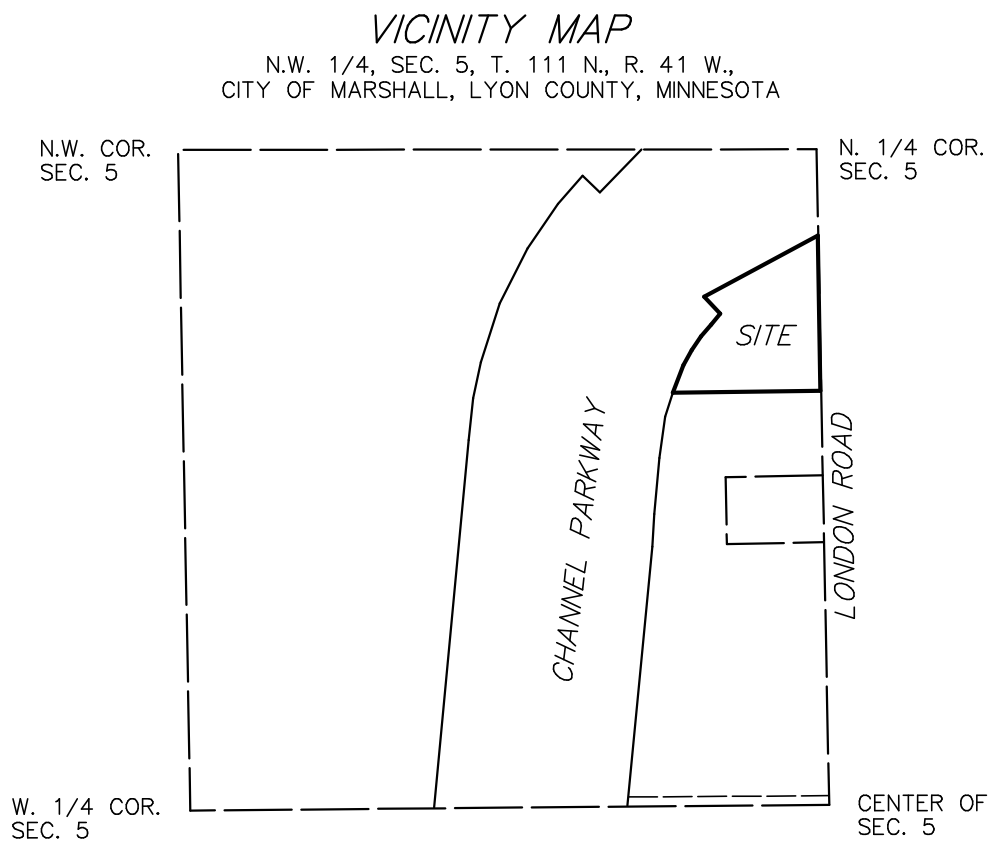
SIDE YARD SETBACK: 10 FT

REAR YARD SETBACK: 25% OF LOT DEPTH OR MAXIMUM OF 25 FT

LOT COVERAGE: NOT MORE THAN 50% OF THE TOTAL AREA
OF LOT SHALL BE COVERED BY BUILDINGS

N.E. 1/4 N.W. 1/4
SEC. 5-111-41

5.46 ACRES TOTAL
-0.45 ACRES IN R/W
5.01 ACRES NET



0 30 60 120
SCALE 1" = 60'

• DENOTES IRON MONUMENTS FOUND
OR SET IN PREVIOUS SURVEYS.

○ DENOTES IRON MONUMENTS SET &
MARKED WITH REG. NO. 50875
UNLESS OTHERWISE SHOWN.

BEARINGS ARE ORIENTED TO THE
LYON COUNTY COORDINATE
SYSTEM. NAD83 2011 ADJUSTMENT.
VERTICAL DATUM = NAVD88



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

BEN MADSEN
DATE: 2-08-2024 LICENSE NO. 50875

S.W.W.C. - ADMIN BUILDING

TEL: (507) 235-3780

PAGE NUMBER

1

FILE NO.

318 EAST BLUE EARTH AVENUE
FAIRMONT, MINNESOTA 56031

Page 75

ENGINEER'S REPORT PRELIMINARY PLAT REVIEW

Subdivision Name: Channel Parkway Addition

Quarter NE¹/₄NW¹/₄ Section 5 Township 111N Range 41W

Owner's Name: City of Marshall, MN

Surveyor: Ben Madsen-Madsen Land Surveying, Inc. Reg. No. 50875

Sec. 66-54. Information required. (1) Preliminary subdivision plat.		Yes	No	N/A	Comments
a.	Scale 1" = 100' or larger	X			
b.	Subdivision and owner names	X			
c.	Legal description and location sketch	X			
d.	Date, scale and north arrow	X			
e.	Acreage	X			
f.	Zoning classification	X			
g.	Contours	X			
h.	Boundary line bearings and distances	X			
i.	Easement	X			
j.	Street names, elevations and grades	X			

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

Sec. 66-54. Information required. (2) Other preliminary plans.		Yes	No	N/A	Comments
a.	Drainage and grading plans 1. Existing and proposed drainage.			X	Submitted with final building plans through building permit process
	2. Drainage flow facility.			X	
b.	Utility plans			X	

CITY ENGINEER'S RECOMMENDATIONS:

DATE RECEIVED: 02/06/2024

DATE REVIEWED: 02/06/2024

PLANNING COMMISSION REVIEW DATE: 02/14/2024

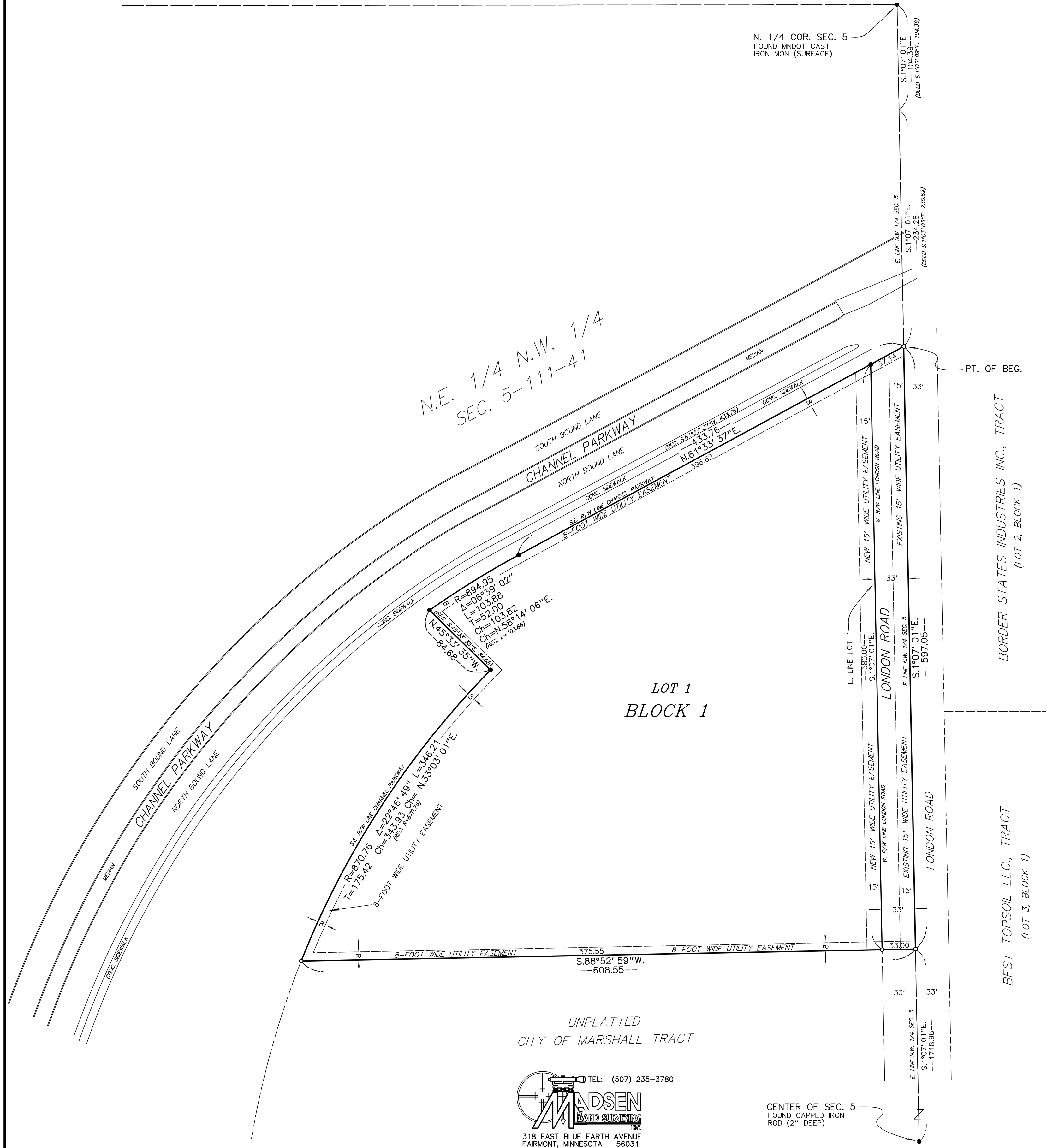

Jason R. Anderson, P.E.
Director of Public Works/Planning & Zoning Administrator

Copies to: City Administrator
Building Official
Senior Engineering Specialist

FINAL PLAT

CHANNEL PARKWAY ADDITION

IN THE N.E. 1/4 OF THE N.W. 1/4, SEC. 5, T. 111 N., R. 41 W.,
CITY OF MARSHALL, LYON COUNTY, MINNESOTA



INSTRUMENT OF DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS that the City of Marshall Housing and Redevelopment Authority, a Municipal Corporation, under the laws of the State of Minnesota, owner and proprietor of the following described property situated in City of Marshall, Lyon County, Minnesota, to wit:

That part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 111 North, Range 41 West, City of Marshall, Lyon County, Minnesota, described as follows:
Commencing at the North Quarter corner of said Section 5; thence on an assumed bearing of South 1 degree 07 minutes 01 seconds East, along the east line of said Northwest Quarter, a distance of 104.39 feet; thence continuing South 1 degree 07 minutes 01 seconds East, along said east line, a distance of 234.28 feet to the point of beginning of the tract to be described; thence continuing South 1 degree 07 minutes 01 seconds East, along said east line, a distance of 597.05 feet to a survey monument; thence South 88 degrees 52 minutes 59 seconds West a distance of 608.55 feet to an iron monument located on the southeasterly right of way line of Channel Parkway; thence northeasterly, along said southeasterly right of way line, along a non-tangential curve, concave to the southeast, having a radius of 870.76 feet, a central angle of 22 degrees 46 minutes 49 seconds, a chord length of 343.93 feet, a chord bearing of North 33 degrees 03 minutes 01 seconds East, an arc distance of 346.21 feet to an iron monument; thence North 45 degrees 33 minutes 35 seconds West, along said southeasterly right of way line, a distance of 84.68 feet to an iron monument; thence northeasterly, along said southeasterly right of way line, along a non-tangential curve, concave to the southeast, having a radius of 894.95 feet, a central angle of 6 degrees 39 minutes 02 seconds, a chord length of 103.82 feet, a chord bearing of North 58 degrees 14 minutes 06 seconds East, an arc distance of 103.88 feet to an iron monument; thence North 61 degrees 33 minutes 37 seconds East, along said southeasterly right of way line, a distance of 433.76 feet to the point of beginning, containing 5.46 acres, subject to easements now of record in said county and state.

Has caused the same to be surveyed and platted as CHANNEL PARKWAY ADDITION and do hereby donate and dedicate to the public for public use forever the roadway and easements as shown on this plat.

In witness whereof said City of Marshall Housing and Redevelopment Authority, a Municipal Corporation, under the laws of the State of Minnesota, has caused these presents to be signed by its property officers this _____ day of _____ 2024.

Robert J. Byrnes, Chair Sharon Hanson, Executive Director

STATE OF MINNESOTA)
COUNTY OF _____

The foregoing Instrument of Dedication was acknowledged before me this _____ day of _____, 2024, by Robert J. Byrnes, Chair, and Sharon Hanson, Executive Director on behalf of the City of Marshall Housing and Redevelopment Authority, a Municipal Corporation, under the laws of the State of Minnesota.

Notary Public, _____ County, Minn.
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, Ben Madsen, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2024

Ben Madsen, Land Surveyor
Minnesota License No. 50875

STATE OF MINNESOTA)
COUNTY OF MARTIN }

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 2024, by Ben Madsen, Land Surveyor.

Notary Public, Martin County, Minnesota
My Commission Expires _____

APPROVALS

CITY COUNCIL

This plat of CHANNEL PARKWAY ADDITION was approved and accepted, by resolution, at a meeting of the City Council of Marshall, Minnesota, held this _____ day of _____, 2024.

Mayor _____ City Clerk _____

OFFICE OF THE LYON COUNTY AUDITOR/TREASURER

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

Auditor/Treasurer, Lyon County _____

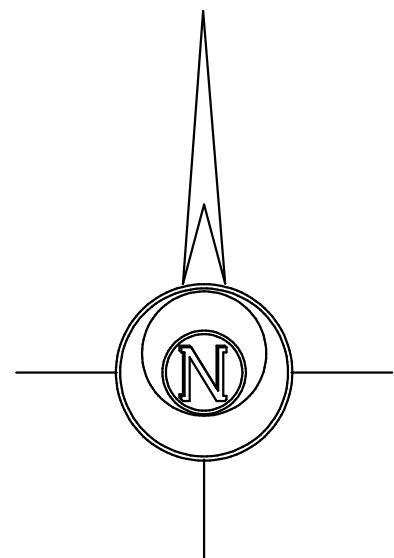
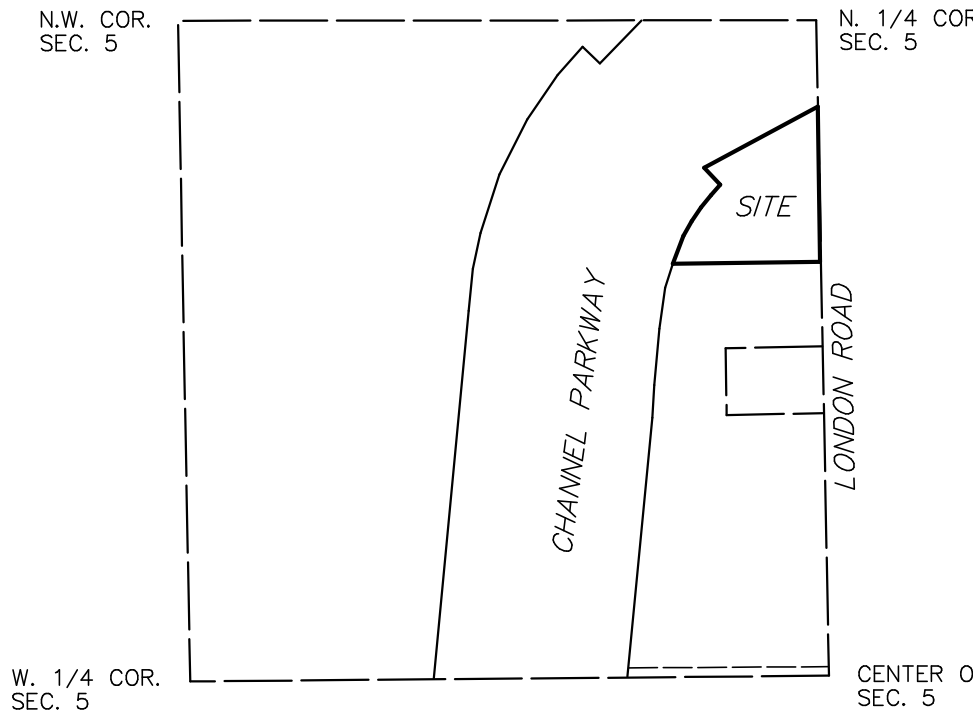
OFFICE OF THE LYON COUNTY RECORDER

I hereby certify that this instrument was filed and microfilmed in this office for record on the _____ day of _____, 2024, at _____ o'clock _____m., and was duly recorded as document number _____, Envelope number _____

Recorder, Lyon County _____

VICINITY MAP

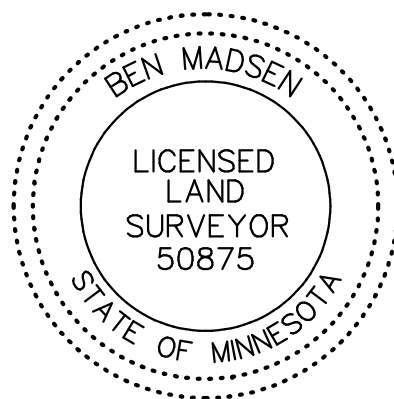
N.W. 1/4, SEC. 5, T. 111 N., R. 41 W.,
CITY OF MARSHALL, LYON COUNTY, MINNESOTA



0 30 60 120
SCALE IN FEET

• DENOTES IRON MONUMENTS FOUND OR SET IN PREVIOUS SURVEYS.
○ DENOTES IRON MONUMENTS SET & MARKED WITH REG. NO. 50875 UNLESS OTHERWISE SHOWN.

BEARINGS ARE ORIENTED TO THE LYON COUNTY COORDINATE SYSTEM, NAD83 2011 ADJUSTMENT.



FINAL PLAT CHECKLIST CHAPTER 66 - SUBDIVISIONS

Subdivision Name: Channel Parkway Addition

Quarter NW¼ Section 5 Township 111N Range 41W

Owner's Name: City of Marshall, MN

Surveyor: Ben Madsen-Madsen Land Surveying, Inc. Reg. No. 50875

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

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

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

FINAL PLAT CHECKLIST
SUBDIVISION NAME: CHANNEL PARKWAY ADDITION
PAGE 4 of 5

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

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


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

03/08/2024
 Date

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	E.J. Moberg
Meeting Date:	Tuesday, March 12, 2024
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Consider resolutions providing for the issuance and sale of General Obligation Bonds, Series 2024A and General Obligation Grant Anticipation Notes, Series 2024B
Background Information:	<p>GO Bonds, Series 2024A:</p> <p>This series is proposed to include Street Reconstruction Bonds (S Whitney project), Abatement Bonds (parks projects at Legion Field and Independence Park), Improvement Bonds (Lyon Circle), and Airport Bonds (instrument landing system and snow removal equipment building).</p> <p>The resolution includes authority provided to staff, the City's Municipal Advisor (BakerTilly) and the City's Bond Counsel (Kennedy & Graven) for the Council to consider proposals on the bonds and/or take any other appropriate action with respect to the Bonds at 5:30 PM on Tuesday, April 9, 2024.</p> <p>GO GAN, Series 2024B:</p> <p>This series is to issue and sell temporary obligations in the anticipation of the receipt of state and federal grants, including from the FAA, for which the City has applied, to aid in payment of costs incurred for certain improvements at the airport, including site preparation for and the construction of a new snow removal equipment and maintenance equipment storage building.</p> <p>The resolution includes authority provided to staff, the City's Municipal Advisor (BakerTilly) and the City's Bond Counsel (Kennedy & Graven) for the Council to consider proposals on the notes and/or take any other appropriate action with respect to the Notes at 5:30 PM on Tuesday, April 9, 2024.</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve resolutions providing for the issuance and sale of General Obligation Bonds, Series 2024A and General Obligation Grant Anticipation Notes, Series 2024B

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. 24-032

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
THE CITY'S GENERAL OBLIGATION BONDS, SERIES 2024A,
IN THE ESTIMATED AGGREGATE PRINCIPAL AMOUNT OF
\$3,785,000**

BE IT RESOLVED by the City Council (the "Council") of the City of Marshall, Minnesota (the "City"), in regular meeting assembled:

1. Street Reconstruction Bonds.

(a) Pursuant to Minnesota Statutes, Chapter 475, as amended ("Chapter 475"), specifically Section 475.58, subdivision 3b (collectively, the "Street Reconstruction Act"), the City is authorized to issue general obligation bonds to finance street reconstruction and bituminous overlays, which may include: (i) utility replacement and relocation and other activities incidental to the street reconstruction; (ii) the addition or reconstruction of turn lanes, bicycle lanes, sidewalks, paths, and other improvements having a substantial public safety function; (iii) realignments and other modifications to intersect with state and county roads; and (iv) the local share of state and county road projects, but does not include, except in the case of (i) turn lanes, bicycles lanes, sidewalks, paths, or other safety improvements; (ii) realignments; (iii) intersection modifications; and (iv) the local share of state or county road projects, the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed.

(b) As a condition to the issuance of general obligation street reconstruction bonds, the City must adopt a street reconstruction or overlay plan that describes the street reconstruction or overlay to be financed, the estimated costs, and any planned reconstruction or overlay of other streets in the municipality over the next five years, and such plan and issuance of the street reconstruction bonds must be approved by a vote of a two-thirds majority of the members of the governing body present following a public hearing for which notice has been published in the official newspaper at least ten (10) days but not more than twenty-eight (28) days prior to the hearing.

(c) By resolution of the Council, adopted on January 9, 2024, the Council approved a five-year street reconstruction plan for the years 2024 through 2028 (the "Street Reconstruction Plan") prepared in compliance with the Street Reconstruction Act and the proposed issuance of general obligation bonds (the "Street Reconstruction Bonds"), in the maximum principal amount of \$2,100,000, to finance certain street reconstruction described in the Street Reconstruction Plan, including the project designated by the City as the South Whitney Street Reconstruction Project (from East College Drive to Jean Avenue) (the "Street Reconstruction"), by a vote of at least two-thirds majority of the members of the Council present at the meeting following the duly noticed public hearing on that date.

(d) The City proposes to issue the Street Reconstruction Bonds in the estimated aggregate principal amount of \$1,530,000 to finance the Street Reconstruction, subject to the contingency described in subsection (e) below. The principal of and interest on the Street Reconstruction Bonds will be paid from revenues derived from the imposition of ad valorem property taxes.

(e) If a petition requesting a vote on the issuance of the Street Reconstruction Bonds, signed by voters equal to five percent (5%) of the votes cast in the last municipal general election, is filed with the City Clerk within thirty (30) days after the date of the public hearing, the City may issue the Street Reconstruction Bonds only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Street Reconstruction Bonds is subject to expiration of the thirty (30) day period without the City's receipt of a qualified petition under the Street Reconstruction Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Street Reconstruction Bonds.

2. Abatement Bonds.

(a) The City has determined to finance various public improvements, including parking lot improvements and other improvements to facilities within city parks, including Independence Park and Legion Field (the "Public Improvements").

(b) Under Chapter 475 and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the "Abatement Act"), the City is authorized to grant a property tax abatement on specified parcels in order to accomplish certain public purposes, including the provision or construction of public improvements such as the Public Improvements.

(c) Pursuant to a resolution adopted by the Council on January 9, 2024 (the "Abatement Resolution"), following a duly noticed public hearing, the Council approved a property tax abatement (the "Abatements") for certain property in the City (the "Abatement Parcels") over a period of ten (10) years, in an amount not to exceed \$600,000.

(d) In the Abatement Resolution, the City found and determined that the Public Improvements benefit the Abatement Parcels, and that the maximum principal amount of bonds to be secured by Abatements (the "Abatement Bonds") does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(e) The City has determined to issue the Abatement Bonds in the estimated aggregate principal amount of \$600,000, pursuant to the Abatement Act, to provide financing for the Public Improvements. The principal of and interest on the Abatement Bonds will be paid from revenues derived from the imposition of the Abatements.

3. Improvement Bonds.

(a) The City is authorized by Minnesota Statutes, Chapter 429, as amended, and Chapter 475 (collectively, the "Improvement Act"), to issue general obligation bonds in an amount deemed necessary to defray in whole or in part the expense incurred and estimated to be incurred in making improvements authorized by the Improvement Act, including the construction, reconstruction, improvement, and maintenance of streets, gutters, curb, and sidewalks and the construction, reconstruction, extension, and maintenance of storm and sanitary sewers and systems.

(b) Certain assessable public improvements within the City, including the projects designated by the City as Project ST-01, Lyon Circle Reconstruction (the "Assessable Improvements"), have been made, duly ordered, or contracts let pursuant to the provisions of the Improvement Act.

(c) The Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue general obligation improvement bonds in the estimated aggregate

principal amount of \$280,000 (the “Improvement Bonds”), pursuant to the Improvement Act, to provide financing for the Assessable Improvements. The Improvement Bonds will be payable in part from special assessments imposed on properties in the City specially benefited by the improvements made with the proceeds of the Improvements Bonds.

4. Airport Bonds.

(a) The City is authorized by Chapter 475 and Minnesota Statutes, Sections 360.011 to 360.076, as amended, including in particular, Section 360.036 (collectively, the “Airport Act”), to issue general obligation bonds to finance the costs of investigating, surveying, planning, acquiring, establishing, constructing, enlarging, or improving or equipping airports and other navigation facilities, and the sites therefor, including structures and other property incidental to their operation.

(b) No election is required to authorize the issuance of bonds under the Airport Act if such bonds are authorized by a resolution of the Council, adopted by a vote of not less than 60 percent (60%) of its members.

(c) It is necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the estimated aggregate principal amount of \$1,375,000 (the “Airport Bonds”), pursuant to the Airport Act, to provide financing for certain improvements to the Southwest Minnesota Regional Airport (the “Airport”), including replacement of the instrument landing system (ILS), site preparation for and the construction of a new snow removal equipment (SRE) and maintenance equipment storage building, and acquisition of the Helena Chemical property (the “Airport Improvements”). The principal of and interest on the Airport Bonds will be paid from revenues derived from the imposition of ad valorem property taxes. The Airport Bonds may also be payable in part from net revenues obtained from the ownership, control, and operation of the Airport, including passenger facility charges and other revenues.

5. Sale of Bonds.

(a) It is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Bonds, Series 2024A (the “Bonds”), in the proposed aggregate principal amount of \$3,785,000, pursuant to the Street Reconstruction Act, the Abatement Act, the Improvement Act, and the Airport Act to provide financing for the Street Reconstruction, the Public Improvements, the Assessable Improvements, and the Airport Improvements and to pay capitalized interest and the costs of issuing the Bonds. The Bonds will be issued, sold, and delivered in accordance with the Terms of Proposal substantially in the form attached hereto as EXHIBIT A (the “Terms of Proposal”).

(b) The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) of to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale.

6. Authority of Municipal Advisor. Baker Tilly Municipal Advisors, LLC (the “Municipal Advisor”) is authorized and directed to negotiate the Bonds in accordance with the Terms of Proposal, subject to adjustment as provided in Section 5(a) of this resolution. The Council will meet at 5:30 P.M. on Tuesday, April 9, 2024, to consider proposals on the Bonds and/or take any other appropriate action with respect to the Bonds.

7. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the City (“Bond Counsel”), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

8. Covenants. In the resolution awarding the sale of the Bonds the Council will set forth the covenants and undertakings required by the Street Reconstruction Act, the Abatement Act, the Improvement Act, and the Airport Act, as applicable.

9. Official Statement. In connection with the sale of the Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

10. Reimbursement. The City has or may have incurred certain expenditures with respect to the Street Reconstruction, Public Improvements, Assessable Improvements, and Airport Improvements (collectively, the “Improvements”) that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Bonds. The City hereby declares its intent to reimburse certain costs of the Improvements from proceeds of the Bonds (the “Declaration”). This Declaration is intended to constitute a declaration of official intent for purposes of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended.

Passed and adopted this March 12, 2024.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Steven Anderson
City Clerk

EXHIBIT A

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$3,785,000*

**CITY OF MARSHALL, MINNESOTA
GENERAL OBLIGATION BONDS, SERIES 2024A
(BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the “Series 2024A Bonds”) will be received by the City of Marshall, Minnesota (the “City”) on Tuesday, April 9, 2024 (the “Sale Date”) until at 10:30 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Series 2024A Bonds will be by the City Council at its meeting commencing at 5:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Series 2024A Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all proposals submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY[®] shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Series 2024A Bonds, and PARITY[®] is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE SERIES 2024A BONDS

The Series 2024A Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2025. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2024A Bonds will mature February 1 in the years and amounts* as follows:

2025	\$360,000	2027	\$345,000	2029	\$370,000	2031	\$390,000	2033	\$410,000
2026	\$345,000	2028	\$355,000	2030	\$385,000	2032	\$400,000	2034	\$425,000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2024A Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Series 2024A Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Series 2024A Bonds will be issued by means of a book entry system with no physical distribution of Series 2024A Bonds made to the public. The Series 2024A Bonds will be issued in fully registered form and one Series 2024A Bond, representing the aggregate principal amount of the Series 2024A Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2024A Bonds. Individual purchases of the Series 2024A Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2024A Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Series 2024A Bonds, will be required to deposit the Series 2024A Bonds with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the "Registrar") for the Series 2024A Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on February 1, 2032, and on any day thereafter, to redeem Series 2024A Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Series 2024A Bonds of a maturity are called for redemption, the City will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Series 2024A Bonds will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes. In addition, the City will pledge (i) special assessments against benefited properties and (ii) available tax abatement revenue for repayment of a portion of the Series 2024A Bonds. The proceeds of the Series 2024A Bonds, along with available City funds, will be used to finance (i) various improvement projects within the City, (ii) various improvements to the Southwest Minnesota Regional Airport, (iii) various park and parking lot improvements, (iv) various street reconstruction projects as detailed in the City's 2024-2028 Street Reconstruction Plan, and (v) the costs of issuance of the Series 2024A Bonds.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Series 2024A Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$3,747,150 plus accrued interest, if any, on the total principal amount of the Series 2024A Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Series 2024A Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Series 2024A Bonds is adjourned, recessed, or continued to another date without award of the Series 2024A Bonds having been made. Series 2024A Bonds of the same maturity shall bear a single rate from the date of the Series 2024A Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Purchaser will be required to assist the City in establishing the issue price of the Series 2024A Bonds and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Series 2024A Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the “public” (as said term is defined in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Series 2024A Bonds pursuant to this Terms of Proposal shall constitute a “competitive sale” as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Series 2024A Bonds; and
- (iv) the City anticipates awarding the sale of the Series 2024A Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See “AWARD” herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Series 2024A Bonds, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Series 2024A Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Series 2024A Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Series 2024A Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Series 2024A Bonds, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Series 2024A Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Series 2024A Bonds or until all of the Series 2024A Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$37,850 (the “Deposit”) no later than 1:30 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Series 2024A Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2024A Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2024A Bonds. If the Series 2024A Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Series 2024A Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2024A Bonds.

CUSIP NUMBERS

If the Series 2024A Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2024A Bonds; however, neither the failure to print such numbers on any Series 2024A Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2024A Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about May 9, 2024, the Series 2024A Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2024A Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2024A Bonds has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Series 2024A Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Series 2024A Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2024A Bonds.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2024A Bonds, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Series 2024A Bonds, together with any other information required by law. By awarding the Series 2024A Bonds to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated March 12, 2024

BY ORDER OF THE CITY COUNCIL
/s/ Sharon Hanson
City Administrator

STATE OF MINNESOTA)
)
COUNTY OF LYON) SS
)
CITY OF MARSHALL)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on March 12, 2024, insofar as such minutes relate to the issuance and sale of the City’s General Obligation Bonds, Series 2024A, in the estimated aggregate principal amount of \$3,785,000.

WITNESS my hand this ____ day of _____, 2024.

CITY OF MARSHALL, MINNESOTA

Steven Anderson
City Clerk

CITY OF MARSHALL, MINNESOTA

RESOLUTION NO. 24-033

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
THE CITY'S GENERAL OBLIGATION GRANT ANTICIPATION
NOTES, SERIES 2024B, IN THE ESTIMATED AGGREGATE
PRINCIPAL AMOUNT OF \$2,590,000**

BE IT RESOLVED by the City Council (the "Council") of the City of Marshall, Minnesota (the "City"), in regular meeting assembled:

1. Grant Anticipation Notes.

(a) The City is authorized by Minnesota Statutes, Chapter 475 and Sections 360.011 to 360.076, as amended, including in particular, Section 360.036 (collectively, the "Act"), to issue general obligation bonds to finance the costs of investigating, surveying, planning, acquiring, establishing, constructing, enlarging, or improving or equipping airports and other navigation facilities, and the sites therefor, including structures and other property incidental to their operation. No election is required to authorize the issuance of bonds under the Act if such bonds are authorized by a resolution of the Council, adopted by a vote of not less than 60 percent (60%) of its members.

(b) The City is authorized pursuant to Section 475.61, subdivision 5 of the Act to issue and sell temporary obligations in anticipation of the receipt of a grant of state or federal funds, including from the Federal Aviation Administration (the "Grant"), for which the City has applied, to aid in payment of costs incurred for certain improvements to the Southwest Minnesota Regional Airport, including site preparation for and the construction of a new snow removal equipment (SRE) and maintenance equipment storage building (the "Airport Project").

(c) It necessary and expedient to the sound financial management of the affairs of the City to issue and sell its General Obligation Grant Anticipation Notes, Series 2024B (the "Notes"), in the estimated aggregate principal amount of \$2,590,000, pursuant to the Act in anticipation of the receipt of the Grant to provide temporary financing for the costs of the Airport Project.

2. Sale of Notes.

(a) It is necessary and expedient to the sound financial management of the affairs of the City to issue the Notes, pursuant to the Act to provide temporary financing for the Airport Project. The Notes will be issued, sold, and delivered in accordance with the Terms of Proposal substantially in the form attached hereto as EXHIBIT A (the "Terms of Proposal").

(b) The City is authorized by Minnesota Statutes, Section 475.60, subdivision 2(9) of to negotiate the sale of the Notes, it being determined that the City has retained an independent municipal advisor in connection with such sale.

3. Authority of Municipal Advisor. Baker Tilly Municipal Advisors, LLC (the "Municipal Advisor") is authorized and directed to negotiate the Notes in accordance with the Terms of Proposal, subject to adjustment as provided in Section 5(a) of this resolution. The Council will meet at 5:30 P.M. on Tuesday, April 9, 2024, to consider proposals on the Notes and/or take any other appropriate action with respect to the Notes.

4. Authority of Bond Counsel. The law firm of Kennedy & Graven, Chartered, as bond counsel for the City ("Bond Counsel"), is authorized to act as bond counsel and to assist in the preparation

and review of necessary documents, certificates and instruments relating to the Notes. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

5. Covenants. In the resolution awarding the sale of the Notes the Council will set forth the covenants and undertakings required by the Act.

6. Official Statement. In connection with the sale of the Notes, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Notes and to execute and deliver it on behalf of the City upon its completion.

7. Reimbursement. The City has or may have incurred certain expenditures with respect to the Airport Project that were financed temporarily from other sources but are expected to be reimbursed with proceeds of the Notes. The City hereby declares its intent to reimburse certain costs of the Airport Project from proceeds of the Notes (the "Declaration"). This Declaration is intended to constitute a declaration of official intent for purposes of Section 1.150-2 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended.

Passed and adopted this March 12, 2024.

CITY OF MARSHALL, MINNESOTA

Robert J. Byrnes
Mayor

Attest:

Steven Anderson
City Clerk

EXHIBIT A

THE CITY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$2,590,000*

CITY OF MARSHALL, MINNESOTA

GENERAL OBLIGATION GRANT ANTICIPATION NOTES, SERIES 2024B

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the “Series 2024B Notes”) will be received by the City of Marshall, Minnesota (the “City”) on Tuesday, April 9, 2024 (the “Sale Date”) until at 10:30 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Series 2024B Notes will be by the City Council at its meeting commencing at 5:30 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the City to purchase the Series 2024B Notes regardless of the manner in which the proposal is submitted.

(a) **Ssealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all proposals submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the City, its agents, nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents, nor PARITY[®] shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The City is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Series 2024B Notes, and PARITY[®] is not an agent of the City.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2024B Notes in multiples of \$5,000. In the event the amount is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Series 2024B Notes as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2024 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE SERIES 2024B NOTES

The Series 2024B Notes will be dated as of the date of delivery and will bear interest payable on June 1 and December 1 of each year, commencing December 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2024B Notes will mature on June 1, 2025.

BOOK ENTRY SYSTEM

The Series 2024B Notes will be issued by means of a book entry system with no physical distribution of Series 2024B Notes made to the public. The Series 2024B Notes will be issued in fully registered form and one Series 2024B Note, representing the aggregate principal amount of the Series 2024B Notes maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Series 2024B Notes. Individual purchases of the Series 2024B Notes may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2024B Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the “Purchaser”), as a condition of delivery of the Series 2024B Notes, will be required to deposit the Series 2024B Notes with DTC.

REGISTRAR/PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as Registrar/Paying Agent (the “Registrar”) for the Series 2024B Notes, and shall be subject to applicable regulations of the Securities and Exchange Commission. The City will pay for the services of the Registrar.

OPTIONAL REDEMPTION

The City may elect on December 1, 2024, and on any day thereafter, to redeem the Series 2024B Notes. Redemption may be in whole or in part and if in part at the option of the City and in such manner as the City shall determine. If less than all Series 2024B Notes are called for redemption, the City will notify DTC of the particular amount to be redeemed. DTC will determine by lot the amount of each participant's interest to be redeemed and each participant will then select by lot the beneficial ownership interests to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Series 2024B Notes will be general obligations of the City for which the City will pledge its full faith and credit and power to levy direct general ad valorem taxes; however, the City does not anticipate the need to levy taxes to pay debt service on the Series 2024B Notes. In addition, the City has applied for a grant of federal funds from the Federal Aviator Administration to aid in the payment of the cost of the various improvements to the Southwest Minnesota Regional Airport (the “Airport Project”), and the City will pledge such Federal Aviator Administration grant receipts (the “Grant Receipts”) to cover 105% of debt service on the Series 2024B Notes. The proceeds of the Series 2024B Notes will be used to (i) provide temporary financing for the Airport Project, (ii) finance capitalized interest, and (iii) pay the costs of issuance of the Notes.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The City will not designate the Series 2024B Notes as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$2,577,050 plus accrued interest, if any, on the total principal amount of the Series 2024B Notes. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

Proposals for the Series 2024B Notes may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth herein. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the City scheduled for award of the Series 2024B Notes is adjourned, recessed, or continued to another date without award of the Series 2024B Notes having been made. Series 2024B Notes of the same maturity shall bear a single rate from the date of the Series 2024B Notes to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the City with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Purchaser will be required to assist the City in establishing the issue price of the Series 2024B Notes and shall complete, execute, and deliver to the City prior to the closing date, a written certification in a form acceptable to the Purchaser, the City, and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Series 2024B Notes (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the “public” (as said term is defined in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Baker Tilly MA.

The City intends that the sale of the Series 2024B Notes pursuant to this Terms of Proposal shall constitute a “competitive sale” as defined in the Regulation based on the following:

- (i) the City shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the City reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Series 2024B Notes; and
- (iv) the City anticipates awarding the sale of the Series 2024B Notes to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See “AWARD” herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Series 2024B Notes, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Series 2024B Notes, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Series 2024B Notes.

If all of the requirements of a “competitive sale” are not satisfied, the City shall advise the Purchaser of such fact prior to the time of award of the sale of the Series 2024B Notes to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Series 2024B Notes, the Purchaser shall advise the City and Baker Tilly MA if 10% of any maturity of the Series 2024B Notes (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The City will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The City will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the City will

apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the City and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the City and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Series 2024B Notes or until all of the Series 2024B Notes of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of \$25,900 (the "Deposit") no later than 1:30 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the City.

AWARD

The Series 2024B Notes will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the City. The City's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Series 2024B Notes, (ii) reject all proposals without cause, and (iii) reject any proposal that the City determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The City has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2024B Notes. If the Series 2024B Notes qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Series 2024B Notes shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2024B Notes.

CUSIP NUMBERS

If the Series 2024B Notes qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2024B Notes; however, neither the failure to print such numbers on any Series 2024B Note nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2024B Notes. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about May 9, 2024, the Series 2024B Notes will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate.

On the date of settlement, payment for the Series 2024B Notes shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2024B Notes has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the City will undertake, pursuant to the resolution awarding sale of the Series 2024B Notes, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Series 2024B Notes will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Series 2024B Notes.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2024B Notes, and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Series 2024B Notes, together with any other information required by law. By awarding the Series 2024B Notes to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated March 12, 2024

BY ORDER OF THE CITY COUNCIL
/s/ Sharon Hanson
City Administrator

STATE OF MINNESOTA)
)
COUNTY OF LYON) SS
)
CITY OF MARSHALL)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Marshall, Minnesota (the “City”), DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of the City, duly called and held on March 12, 2024, insofar as such minutes relate to the issuance and sale of the City’s General Obligation Grant Anticipation Notes, Series 2024B, in the estimated aggregate principal amount of \$2,590,000.

WITNESS my hand this ____ day of _____, 2024.

CITY OF MARSHALL, MINNESOTA

Steven Anderson
City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

Presenter:	Mayor Byrnes
Meeting Date:	Tuesday, March 12, 2024
Category:	COUNCIL REPORTS
Type:	INFO
Subject:	Commission/Board Liaison Reports
Background Information:	<p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p>
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

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

FROM: Sharon Hanson, City Administrator

DATE: March 12, 2024

SUBJECT: Administrative Brief

CITY ATTORNEY

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

- Attended meetings.
- Attended Legal Executive meeting.
- Discussed code violations under new Administrative Procedure Ordinance.
- Reviewed contracts for Staff.
 - Worked on UCAP MOU
 - Reviewed and revised Ambulance contract
 - Revised ACC facility rental agreements
- Ordinances
 - Assisted with Mobile Food Ordinance
- Work with staff and Attorney Zuelke on deed restriction question.
- Answered questions related to rental ordinance; prepare for meeting where rental ordinance considered.
- Worked on Broadmoor Valley issues that arose related to:
 - Subpoena of former council member
 - Organizational subpoena of city representative
 - Multiple meetings with attorney who noticed subpoena.
 - Internal meetings regarding same
- Worked on (ongoing) document production related to subpoenas; redacted former Council Member's relevant documents and sent to opposing counsel.
- Worked collaboratively with MMU on PFAS litigation and available PFAS settlement.
- Advised about major political party caucus date and meeting date/time.
- Assisted with questions related to cooperative purchasing.
- Assisted with airport zoning ordinances and process.
- Assisted with various data requests and analysis of classifications of data.
- Reached out about Public Purpose Expenditure policy.
- Responded to questions about waivers.
- Worked on template event contract.

Work of other K&G Attorneys:

- Attorney Sonsalla assisted with neighborhood park questions and meeting.
- Attorney Zuehlke assisted with SWWC land sale matter.

CITY PROSECUTOR:

	ASSAULT	OPF VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2024	2023 Comparison
Prosecution	4		3		2	4	2	15	24
Dismissed									
Non- Prosecution	1				2		2	5	10
Refer to County									

ADMINISTRATION

This past month included the following meetings and work:

- Attended the It Belongs with Us Conference and it was very well attended and very well done discussions on restorative justice, SMSU student panel, interviews about facing DEI topics with others, poverty simulation was also a part of the conference.
- Attended several meetings and had several conversations regarding North Memorial Ambulance application to EMSRB for a reduction in their license from full-time Advanced Life Support (ALS) to Part-time ALS.
- Met with business representative, Southwest Initiative and Chamber regarding daycare shortage in Marshall. Staff have begun the work on this by enlisting the help of Southwest Initiative as well as childcare experts to look at needs and future solutions.
- Attended Kwik Trip ribbon cutting.
- Met with SMSU President and Mayor to discuss city/University topics.
- Prepped and attended PIT Committee that met with Elaine Park residents regarding maintenance of the green space/park in their neighborhood. Staff will recommend to the PIT Committee a direction and PIT will bring forth a full recommendation to Council in the near future.
- Attend a portion of the aquatic center design meetings. We are working towards 65% completion of designs and would like to have Stockwell give an update to the full Council. Councilmembers Moua Leske. Schafer and Alcorn were able to participate in some of the mtgs.
- Attended several meetings and had several conversations regarding North Memorial Ambulance application to EMSRB for a reduction in their license from full-time Advanced Life Support (ALS) to Part-time ALS.
- Attended League of Mn Cities Legislative Day and heard good presentations on housing legislation, as well as legislative leaders and Governor Walz who spoke at the event.
- Remainder of the month various meetings and planning for future events and work.

Economic Development Authority

- **Solugen** – Staff is assisting with groundbreaking ceremony event details which is scheduled for April 11th. Grading has begun the project site.
- **SWWC** – Platting and land transfer to the EDA is being completed. An initial site plan has been submitted to prepare for Spring/Summer construction. Public hearing will be held at the March EDA meeting held on March 20th. Bond hearing to be held on March 27th.
- **Daycare** – Staff is completing an application for First Children’s Finance’s Rural Child Care Innovation Program. If approved, a community stakeholder team would complete a nine month analysis of the existing daycare conditions and create a strategic plan to add additional capacity.
- **Downtown** – Two new businesses will be opening in downtown Marshall in March. Naptime Play Café and Tranquility Herbal Tea and Wellness.

- **Shopko** – A demolition team is on site to begin work on the future Marshall’s space. A building permit application has not been completed. Woodcrest Capital continues to negotiate a lease with the third and final tenant.

Human Resources

- Staffing update:
 - Plant Operator I: the City will welcome Cade Clear to the position on 04/01/24
 - CSO (part-time): applications accepted until 03/08/24.
 - Liquor Sales Associate: applications accepted until 03/08/24.
 - Police Officer: applications are being accepted to establish an eligibility roster.
 - Temporary/Seasonal: staffing for many positions in public works and community services is ongoing.
- Safety: In March, select staff will receive training in compressed gas and our MMUA Consultant will conduct chemical safety training with wastewater staff.

Clerk

- Received follow-up information from Senator Klobuchar’s office regarding the 2020 Census. Updated numbers may be available in May/June and if not during that time-frame new numbers would be available January 2025.
- Attended the Public Accuracy Test at Lyon County for the Presidential Nomination Primary to be held on March 5, 2024.
- The Ways & Means Committee met and authorized staff to begin advertising for the Fire Department Scholarship.
- Attended a tour of the Marshall Public Schools Career and Technical Institute.
- The Public Improvement & Transportation Committee met with residents to discuss Elaine Park.

Finance

- 2024 Bonding – The sale of bonds and the sale of a grant anticipation note (due to the timing of the state and federal grants for the SRE building) are planned for April 9th. Staff will participate in a bond rating call on March 20th. Proceeds would be received on or about May 9th. Please reach out to E.J. if you have interest in the Preliminary Official Statement (when issued) or have any questions about the issuances.

Assessing

- No Report

Liquor Store

- February Financials: Sales 502,511 +5.02%, Ticket Average \$33.85 (Flat), Customer Count 14,850 +5.22%. A good month for sales due to warmer than average weather temps and an extra day of sales (Leap Year).
- Installed a sink in warehouse to address breakage and spills in this area.
- Completed yearly bottle/shelf dusting on all areas of sales floor.

COMMUNITY SERVICES

Parks & Recreation

- Thank you to Andrew Suby State Farm for sponsoring a free family open skate night for the community which brought in over 200 skaters at the Red Baron Arena.
- We recently held a Winter Carnival at the RBA with broomball, curling, ice bocce and ice bumper cars for all to try out on the ice. Thank you to MAHA for sponsoring this new event, which was well attended!
- Red Baron Arena will be transitioning back to expo space starting March 18th.
- Working on information for the summer brochure.

- Waiting for final contract approval with DNR for Outdoor Recreation grant for construction of new picnic shelter and restroom at Independence Park – starting to work on drawings and specs so we are ready to bid once allowed.
- Continue to meet with businesses to discuss Aquatic Center sponsorships.
- Hiring seasonal staff for Aquatic Center, Recreation, and Parks.
- Finalizing design of the back parking lot at Independence Park.

Community Education

- Community Ed is wrapping up a new Spanish for Beginners course this week that has been well-attended. There are several Winter/Spring courses coming up in the next few weeks along with planning some exciting new summer programs!
- Driver's Education is filling up for the remaining 2024 sessions. The next classroom session is set to begin in April. Behind the Wheel driving has been great with this ideal winter weather!
- We are working on planning several upcoming City events to include Juneteenth, 4th of July celebration and Welcoming Week!

Studio 1

- We provided a live broadcast of the Saturday and Sunday games for the MAHA Squirt A & B tournament in early February.
- Alex attended the annual Homeland Security Emergency Management Governor's conference February 6-7 in Brooklyn Center.
- We produced several videos that were featured at the "It Begins With Us" conference.
- 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.
- A dental clinic and a new airport hangar are the largest projects under construction.
- Rental Ordinance is approved and people have been applying for registration.
- Sign ordinance is being reviewed.

PUBLIC WORKS DIVISION

Engineering

- Project ST-001-2024: Chip Sealing on Various City Streets – Bids to be received 03/21/2024 with anticipated award of contract at 03/26/2024 City Council.
- Project ST-002-2024: Bituminous Overlay Project - Bids to be received 03/21/2024 with anticipated award of contract at 03/26/2024 City Council.
- Project ST-007: UCAP Bus Shelter Installations – Project plans are complete. Staff is waiting on final contract requirements from UCAP Transit for their MnDOT grant. Once received, staff will recommend advertisement for bids.
- Project ST-009: N. 3rd St./W. Lyon St. Reconstruction (R&G Construction Co.) –The Addison Parking lot will be reconstructed in the spring.
- Project ST-010: Lyon Circle Reconstruction Project – Lyon Circle Reconstruction Project - 1) Public Hearing on Improvement; 2) Consider Resolution Ordering Improvement and Preparation of Plans; 3) Consider Resolution Approving Plans and Specifications and Ordering Advertisement for Bids on 03/12/2024 at 03/12/2024 City Council. If authorized, bids to be received 04/05/2024 with anticipated award at 04/09/2024 City Council.

- Project ST-012-2024: South Whitney Street Reconstruction Project (East College Drive to Jean Avenue) – Contract awarded to D&G Excavating, Inc. at 02/27/2024 City Council. Documents have been provided to D&G for their return for City Attorney review/City execution of contract and subsequent issuance of Notice to Proceed.

Building Maintenance

- Installed shelving in city hall.
- Assembled new bookshelves for the library.
- Installing water bottle filling stations at the ACC.

Street Department

- Removing ash trees that are infected with ash borer. (9) to date.
- Trimming trees overhanging streets
- Street sweepers started sweeping on March 1, 2024. Did downtown and will continue outward.
- Clearing brush and debris from the inlet and outlets of stormwater ponds.
- Received paint for street painting. Once the weather permits, we will start painting.
- Blading alleys and North Bruce. (Skunk Hollow).
- Pothole patching.

Airport/Public Ways Maintenance

- Removed 19 electric hanging heaters, 10 in Red Baron hangar and 9 in old Midwest shop and replaced with radiant hanging heaters.
- Replacing floor in glide slope building.
- Repairing Nav-aid signs, lights.
- T-hangar maintenance.

Wastewater

- We received our new NPDES permit effective March 1, 2024.
- Starting work on minimization plans outlined in new permit. Chloride, Sulfate, and Mercury.
- Continuing work on updating all five Significant Industrial User agreements.
- Completed all five Significant Industrial User Agreement 2023 annual meetings.
- Staff have completed 268 preventative maintenance work orders in the last 30 days.
- Submitted stormwater annual report and Phosphorus Implementation Plan annual report.
- The collection crew has rebuilt two gearboxes for the solids contact clarifier.
- The collection crew is currently working on repairs and painting our flatbed trailer.
- Plant operators have been working on the west traveling bridge effluent filter.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to eighteen (18) calls for service. Total calls for service included:
 - Fire/CO2 Alarm (10)
 - Fire; Structure (5)
 - Medical Assist (0)
 - Vehicle Accident (3)
 - Other – Assist (0)

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 809 calls for the month of February. 93 criminal offenses were reported with a total number of 19 adults and 2 juveniles arrested.

OFFICER'S REPORT

- Alarms (14)
 - Accidents (21)
 - Alcohol involved incidents (2)
 - Assaults (3)
 - Domestic Assaults (12)
 - Burglaries (3)
 - Criminal Sexual Conduct (8)
 - Damage to Property (2)
 - Keys Locked in Vehicles (23)
 - Loud Party (6)/ Public Disturbances (11)
 - Thefts (16)
 - Traffic Related Complaints (148)
 - Vandalism (5)
 - Warrant Pickups (7)
 - Welfare Checks/Mental Health (21)
- The Bureau of Criminal Apprehension (BCA) has turned over the officer involved shooting case from December 17th, 2023 to the Lyon County Attorney's Office for review. A finding in the case should be determined in the near future.

DETECTIVE REPORT

- A 52-year-old Marshall man was sentenced to 386 months in prison on February 20th after being convicted of 10 counts including attempted 1st degree murder, 1st degree burglary, assault with a dangerous weapon, and domestic assault by strangulation stemming from a domestic violence incident in April of 2023. All members of the Detective Division contributed to the successful outcome of the case.
- Four separate cases of possession/distribution of child pornography are under investigation. Multiple search warrants have been executed in the cases.
- Two cases of criminal damage to property at City of Marshall parks were investigated and referred to the Lyon County Attorney's Office for charges against juveniles.
- Four cases of criminal sexual conduct were investigated during the month.
- Two auto thefts are under investigation. One of the stolen vehicles was recovered in rural Lynd.
- Three deaths were investigated in February.
- Twenty-four child protection reports and four reports from the Minnesota Adult Abuse Reporting Center were investigated in conjunction with Southwest Health and Human Services.

MERIT CENTER

- In February, MN West held a Pilot Car training course and is continuing CDL training utilizing the driving track at the MERIT Center.
- On February 1st, the SW MN Private Industry Council held a workforce development board meeting with 12 attendees.
- From February 5th to February 9th, ARMOR Training conducted Wind Turbine training, utilizing a classroom and the wind tower with 6 attendees each day.
- On February 6th, the USDA/FSA held D5 PT PL training with 9 attendees.
- On February 12th, the University of Minnesota Extension office held a Private Pesticide Applicator Training with 80 attendees.
- On February 15th, Ziegler Cat held a sales meeting with 30 attendees.
- From February 15th to February 16th ADM held their Scaffolding Training with 30 attendees each day.
- On February 15th, ADM held Contractor Safety Training with 50 attendees.
- A PSAP Leadership meeting was held on February 21st with 20 attendees.

- On February 22nd Western Mental Health conducted SHRA with 28 attendees.
- On February 23rd, R & G Construction held First Aid/CPR Training with 50 attendees.
- The MERIT Center was utilized 12 out of 29 days with 16 reservations in February. There was a total of 393 attendees.

EMERGENCY MANGEMENT

- City personnel completed a Lyon County Local Mitigation Survey and will participate in a Lyon County Mitigation Plan Update scheduled for March 7th, 2024.

MONTHLY REPORT OF ACTIVITY FOR MARSHALL POLICE For Month and Year ending February 2024 (YTD TOTALS)

OFFENSE/ARREST DATA

	Offenses		Actual	Total Arrests/Excluding traffic	
	Reported	Unfounded	Offenses	Adult	Juvenile
January	75	0	75	33	0
February	93	0	93	19	2
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					

YTD 2024	168	0	168	52	2
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Averages for all Activities (Calls for Service)

	#Calls	Time in Hrs
	Total	Spent
January	762	347
February	809	325
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
YTD 2024	1571	672

Accidents	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sep	Oct.	Nov.	Dec.	YTD
Hit and Run	2	3											5
Property Damage	26	15											41
Personal Injury	3	3											6
Fatalities	1	0											1
TOTAL 2024	32	21	0	0	0	0	0	0	0	0	0	0	53

CITATIONS	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Citations	17	106											123
Parking Tickets	24	30											54

Activities (Calls For Service) *High Hours Expended

	Jan.	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Alarms	20	14											34

Alcohol	1	2											3
Animal Bite	2	2											4
Animal Complaint	8	0											8
Assault	8	3											11
Assists	56	49											105
Auto Theft	0	3											3
Bike Found	1	4											5
Bike Theft	0	2											2
Burglary	4	3											7
Bus Violation	11	2											13
Check Forgery	0	1											1
Check Fraud	1	1											2
Civil Matters	8	8											16
Criminal Sex	4	8											12
Damage to Prp	1	2											3
Death Investigation	3	4											7
Domestics	21	12											33
Drugs/Narcotics	0	2											2
Family Matters	7	8											15
Fire Alarm	0	0											0
Gas Meal Assist	1	2											3
Gun Permits	6	6											12
Harassment	9	12											21
Intoxicated/Detox	0	1											1
Keys Locked In vehicles	26	23											49
Mental Health	12	3											15
Fraud	0	3											3
Parking Complaints	41	75											116
Party Loud Party	4	6											10
Pred - Sex Offender	0	0											0
Property Found	13	4											17
Public Disturbance	8	11											19
Pursuit	0	0											0
Runaway	7	6											13
Escort Funeral,other	7	10											17
Search Warrant	0	0											0
Suspicious Anything	15	12											27
Suspicious Vehicle	6	15											21
Tobacco Violation	4	9											13
Theft	22	16											38
Trains	0	0											0
Transport (Marshall PD etc)	2	1											3
Trespassing	5	8											13
Traffic Related Complaints	111	148											259
Unsecured Building	0	0											0
Vandalism	4	5											9
Violation of OFP	4	4											8
Warrant Pickups	8	7											15
Welfare Checks	27	18											45
Welfare Fraud	0	0											0
ERU Activated	0	0											0
Weapons Involved	2	2											4
YTD 2024	500	537	0	0	0	0	0	0	0	0	0	0	1037

OFFENSE ACTIVITY BY DAY OF WEEK

	Mon	Tues	Wed	Thur	Fri	Sat	Sun
January	13	17	13	8	8	5	11
February	9	16	19	13	20	8	8
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

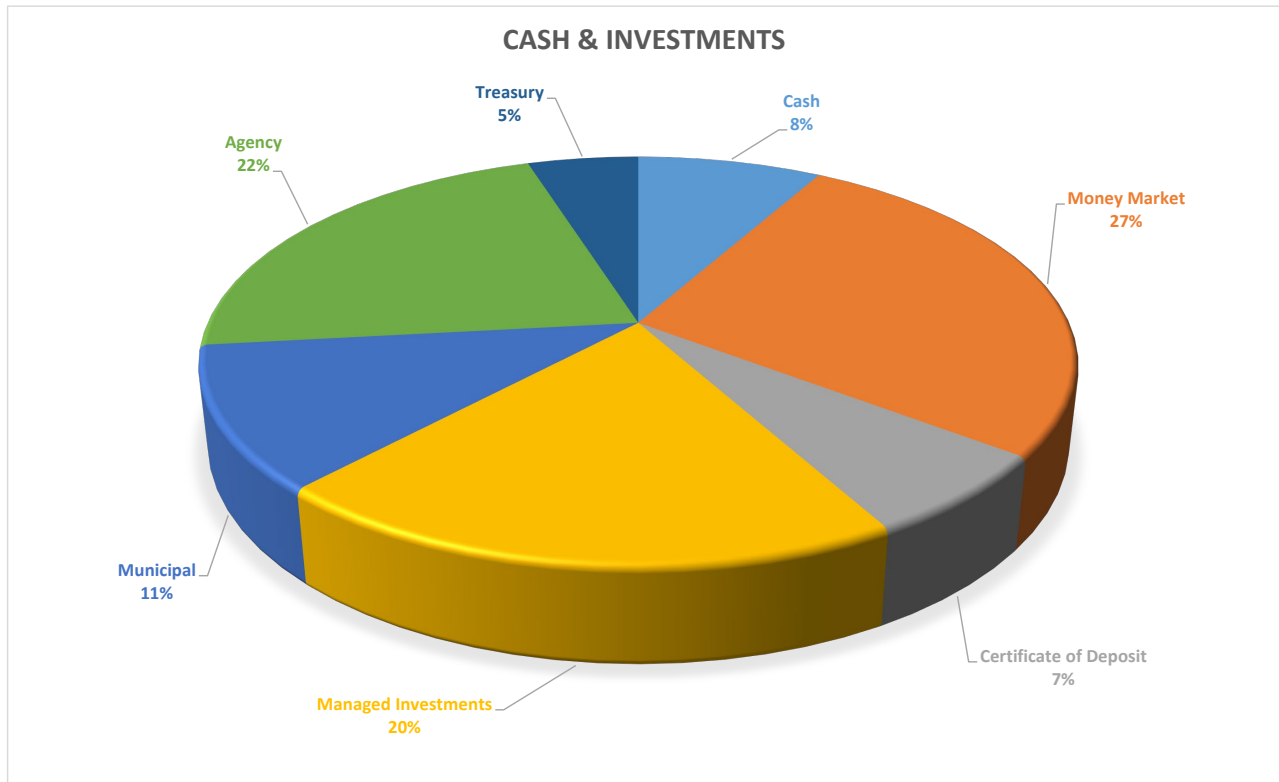
YTD 2024	22	33	32	21	28	13	19
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DETECTIVE / INVESTIGATIONS ACTIVITIES

	Jan.	Feb.	Mar	Apr	May	June	July	Aug	Sept	Oct.	Nov.	Dec.	YTD
Felonies	28	23											51
Gross Misdemeanors	36	28											64
Misdemeanors	19	21											40

City of Marshall, Minnesota
Cash & Investments
2/29/2024

	Par Value	YTM Rate
CASH & INVESTMENTS:		
Checking -Bremer	3,328,741.00	0.00%
Money Market - US Bank	6,149,965.45	5.23%
Money Market - Wells Fargo	118,118.65	5.24%
Money Market - 4M	4,861,318.33	5.26%
Agency - 4M	3,355,000.00	4.33%
Certificate of Deposit - Wells Fargo	1,470,000.00	4.36% Average
Investment Portfolio - General Fund	2,697,232.29	
Investment Portfolio - WW/SW Capital Reserve	3,595,897.78	
Investment Portfolio - Endowment Fund	1,905,336.51	
Municipal - US Bank	4,615,000.00	3.99% Average
Certificate of Deposit - US Bank	1,225,000.00	2.22% Average
Agency - US Bank	5,585,000.00	5.15% Average
Treasury - US Bank	2,000,000.00	
TOTAL CASH & INVESTMENTS	40,906,610.01	3.98% Average YTM





MARSHALL

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

Applicant Name	Location	Description of Work	Valuation	Approved Date
ACE HOME & HARDWARE	502 WINDSTAR ST, 502 WINDSTAR ST, 502 WINDSTAR ST	Building Addition, Re-Siding, Windows	139000.00	03/05/2024
ADELMANN CONSTRUCTION LLC	509 KATHRYN AVE, 509 KATHRYN AVE	Interior Remodeling - ANY Work Inside, Except Fireplace, Windows	6900.00	02/27/2024
DOLAN/BRIAN D & KAREN M	115 CIRCLE DR	Doors	800.00	03/04/2024
Eric Mathiowetz	1008 COLUMBINE DR	HVAC - Air Conditioning	5200.00	03/04/2024
G4CM, LLC	1206 COLLEGE DR E	Building Addition	500000.00	02/28/2024
James Lozinski Construction In	202 1ST ST N	Doors	327600.00	03/05/2024
Kevin V Goslar	1308 PETERSON ST	Plumbing - Water heater	1250.00	03/06/2024
Kevin V Goslar	1302 PARKSIDE DR	HVAC - [Air Handler]	3950.00	02/27/2024
MICHAEL SLAGEL CONSTRUCTION LLC	1102 INDIANA JONES AVE	Doors	2000.00	03/06/2024
Ricky James Myhre	407 3RD ST N	Plumbing - Interior remodeling	0.00	03/06/2024
STRAND HOME SERVICES LLC	407 4TH ST N	Interior Remodeling - ANY Work Inside, Except Fireplace	2000.00	03/05/2024



Upcoming Meetings

March

- 03/12 Legislative and Ordinance Committee, 4:00 PM, City Hall
 - 03/12 Housing and Redevelopment Authority, 5:15 PM, City Hall
 - 03/12 Regular Meeting, 5:30 PM, City Hall
 - 03/26 Legislative and Ordinance Committee, 12:45 PM, City Hall
 - 03/26 Pre-Local Board of Appeals and Equalization Meeting, 4:30 PM, City Hall
 - 03/26 Regular Meeting, 5:30 PM, City Hall
-

April

- 04/09 Regular Meeting, 5:30 PM, City Hall
- 04/15 Local Board of Appeals and Equalization Meeting, 5:30 PM, City Hall
- 04/23 Local Board of Appeals and Equalization Reconvene Meeting, 5:00 PM, City Hall
- 04/23 Regular Meeting, 5:30 PM, City Hall

2024 Regular Council Meeting Dates

2nd and 4th Tuesday of each month *(Unless otherwise noted)*

5:30 P.M.

City Hall, 344 West Main Street

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2023 Uniform Election Dates

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

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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