CITY OF MARSHALL
City Council Meeting
A g e n d a
Tuesday, July 13, 2021 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

1. Call to Order/Pledge of Allegiance

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. Consider approval of the minutes of the regular meeting held on June 22, 2021.

CONSENT AGENDA

3. Consider Liability Coverage – Waiver for 2021-2022 League of Minnesota Cites Insurance Trust Property/Casualty and Liability Insurance.
4. Project Z84: Legion Field Park River Stabilization Project – Consider Authorization to Advertise for Bids.
5. Consider approval of Amendment to the Sponsorship Agreement between the City of Marshall and Viking Coca-Cola.
6. Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 24 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0271114 to Bolton & Menk, Inc.
7. Call for a Public Hearing Regarding Proposed Property Tax Abatement at 504 Elizabeth Street.
8. Consider approval of a Temporary On-Sale Intoxicating Liquor License for the Marshall Area Chamber of Commerce.
9. Consider the renewal of On-Sale Wine and On-Sale 3.2% Licenses.
10. Consider approval of the bills/project payments.

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

11. Broadmoor Valley Association Request.
12. Intersection Control Evaluation (ICE) Report as prepared by Short Elliot Hendrickson (SEH) for the Intersection of South 4th Street and Country Club Drive.
13. CVB and City of Marshall Lease Agreement-Red Baron Space.
14. Comprehensive Plan Task Force.
15. 2025 MnDOT College Drive Improvement Project (SP 4204-40) - Call for Public Hearing.
16. Authorize City Staff to receive Quotes for Curb & Gutter Replacement.
17. Project Z50-2021: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2).
18. Project Z78: Storm Structure Outfall Improvements Project – Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 2.
19. Project Z81: MERIT Center Outfall Project – Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 3.

COUNCIL REPORTS

20. Commission/Board Liaison Reports
21. Councilmember Individual Items

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

STAFF REPORTS

22. City Administrator
23. Director of Public Works
24. City Attorney

ADMINISTRATIVE REPORTS

25. Administrative Brief

INFORMATION ONLY

26. Information Only

ADJOURN TO CLOSED SESSION

27. City Storage Needs

MEETINGS

28. 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.

RULES OF CONDUCT

- You may follow the meeting online – www.ci.marshall.mn.us.

- Public Hearing – the general public shall have the opportunity to address the Council.
  - Approach the front podium
  - State you name, address and interest on the subject

- Mayor may choose to allow others to address the Council during other agenda items. Persons who desire to speak should do so only after being recognized by the Mayor.
  - Approach the front podium
  - State you name, address and interest on the subject

- Persons in attendance at the meeting should refrain from loud discussions among themselves, clapping, whistling or any other actions. Our values include mutual respect and civility for all in attendance.

- If you have questions during the Council meeting please see Kyle Box, City Clerk who sits in the front left area of the audience sitting area.

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	APPROVAL OF MINUTES
Type:	ACTION
Subject:	Consider approval of the minutes of the regular meeting held on June 22, 2021.
Background Information:	Enclosed are the minutes from the regular meeting held on June 22, 2021
Fiscal Impact:	None
Alternative/ Variations:	Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk Kyle Box, prior to the meeting.
Recommendations:	That the minutes of the regular meeting held on June 22, 2021 be approved as filed with each member and that the reading of the same be waived.

CITY OF MARSHALL
CITY COUNCIL MEETING
M I N U T E S
Tuesday, June 22, 2021

The regular meeting of the Common Council of the City of Marshall was held June 22, 2021, at the Minnesota Emergency Response and Industrial Training (MERIT) Center, 1001 West Erie Road. The meeting was called to order at 5:30 P.M. by Mayor Robert Byrnes. In addition to Byrnes the following members were in attendance: Don Edblom, John DeCramer, Russ Labat and James Lozinski. Absent: Craig Schafer and Steve Meister. Staff present included: Sharon Hanson, City Administrator; Dennis Simpson, City Attorney; Jason Anderson, Director of Public Works/ City Engineer; Karla Drown, Finance Director; Lauren Deutz, Economic Development Director; Bob VanMoer, Wastewater Treatment Facility Superintendent; Jessie Dehn, Assistant City Engineer and Jasmine DeSmet MERIT Center Training Facility Coordinator.

The Pledge of Allegiance was recited at this time.

Mayor Byrnes requested that item number 11, Consider Approval of a Comprehensive Plan Task Force, be removed from the agenda. There was a consensus to operate under the amended agenda.

Consider approval of the minutes of the work session and regular meeting held on June 8, 2021.
Motion made by Councilmember DeCramer, Seconded by Councilmember Edblom That the minutes of the work session and regular meeting held on June 8, 2021 be approved as filed with each member and that the reading of the same be waived. Voting Yea: Mayor Byrnes, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

Consider Approval of the Consent Agenda.
Councilmember Labat requested that item number 5, Consider Resolution Calling for a Public Hearing to Establish a TIF District, be removed for further discussion.

Motion made by Councilmember Lozinski, Seconded by Councilmember Edblom to approve the consent agenda. Voting Yea: Mayor Byrnes, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

Approval of the Wastewater Treatment Facilities Improvement Project – Consider Payment of Invoice 0269525 to Bolton & Menk, Inc.

Approval of Resolution Number 21-048, a resolution to Apply for the Coronavrius Local Fiscal Recovery Fund Established Under the American Rescue Plan Act (ARPA)

Approval of a Temporary On-Sale Intoxicating Liquor License for VFW Post 742 for August 12-15, 2021.

Approval of the bills/project payments

Consider Resolution Calling for a Public Hearing to Establish a TIF District.

Gabe Olsen, owner of L2A LLC (Suite Liv'n), has requested Tax Increment Financing for the development of two new apartment complexes located on Village Drive. Olsen, along with partner Jeff Huston, currently own seven complexes in Marshall located on Birch Street and Village Drive.

Applicant is proposing to develop new workforce apartments with each building providing a total of 24 dwelling units in a mix of one- and two-bedroom units. The 24-unit apartment building proposed at 501 Village Drive would be an addition to 70 units in three buildings that are existing on the property. The 24-unit apartment building proposed at 406 Village Drive would be the only development on the property, replacing an existing single-family home.

Per TIF requirement, 40 percent of the units will be occupied by individuals whose incomes are 60 percent or less of the area median income.

Increments from a TIF housing district may only be used to finance a "housing project" or public improvements that are directly related to the project, as well as the authority's administrative expenses. The cost of a project includes items such as acquisition, construction, or rehabilitation of the housing, planning, engineering, and architectural services, and related financing costs. Public improvement or infrastructure costs must be directly related to the project.

Staff is working with Baker Tilley to analyze the projects proforma, evaluate the value of the development, and determine a reasonable TIF plan for the project.

L2A LLC aims to begin construction in the Summer of 2021 with completion in the Summer of 2022.

Councilmember Labat asked a clarifying question regarding the location of the public hearing. Administrator Hanson commented that the next meeting will be at City Hall.

Motion made by Councilmember Labat, Seconded by Councilmember Lozinski to Approve Resolution Number 21-046, a Resolution Calling for a Public Hearing to Establish a TIF District. Voting Yea: Mayor Byrnes, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

Consider approval of Resolution Number 21-047 Approving the Issuance of Public Utility Revenue Refunding Bonds, Series 2021C and Taxable Public Utility Revenue Refunding Bonds, Series 2021D, and Authorizing Certain Other Actions to be Taken by the Marshall Municipal Utilities (MMU) Commission with Respect to the Issuance of the Series 2021C Bonds and the Series 2021D Bonds.

Pursuant to Section 13.04, subdivision 8 of the Charter, the MMU Commission may authorize the issuance and Sale of Bonds, subject to applicable laws of the State of Minnesota and subject to approval by the Council of the City. At the June 15, 2021 MMU Commission meeting, the Commission approved Resolution 191, Authorizing the Issuance and Sale of Public Utility Revenue Refunding Bonds, Series 2021C, in the Proposed Aggregate Principal Amount of $3,420,000, and Taxable Public Utility Revenue Refunding Bonds, Series 2021D in the Proposed Aggregate Principal Amount of $2,715,000, of the City of Marshall, Minnesota.

Here is a summarization of the two issues:

$3,420,000 Public Utility Revenue Refunding Bonds, Series 2021C – The issuance of the Series 2021C Bonds is being conducted as a current refunding in which the proceeds will be used within ninety (90) days of settlement to redeem the callable maturities of the Series 2009A Bonds and Series 2010C Bonds. The Commission will use the proceeds of the 2021C Bonds to redeem the outstanding principal and accrued interest of the 2009A and 2010C bonds.

$2,715,000 Taxable Public Utility Revenue Refunding Bonds, Series 2021D – the issuance of the Series 2021D Bonds is being conducted as an advance refunding and is therefore, issued as a taxable obligation. On the settlement date of August 18, 2021, the Commission will deposit the proceeds, along with excess debt service reserve funds estimated to be $744,885. These investments are structured to pay the interest due on January 1, 2022 on the Series 2013B bonds and on the call date of July 1, 2022, the funds deposited in the escrow account, plus the interest earned by the securities will be used to redeem the callable maturities of the Series 2013B bonds. A verification agent will be retained to verify the sufficiency of the deposited proceeds and performance of purchase securities in the escrow account, confirming cash flow requirements are satisfied.

This Agenda Item Report discusses two separate documents: 1) A Pre-sale Summary of Issuance of Bonds from Baker Tilly Municipal Advisors, LLC, MMU's financial consultant, and 2) Resolution Number 21-047, prepared by Kennedy & Graven, Chartered, MMU's Bond Counsel.

There is no Fiscal Impact to the City of Marshall. With the approval of the refunding of MMU's bond series, MMU rate payers are projected to save $134,000 on the 2009A and 2010C Bond Series current refunding's and $171,000 on the 2013B advanced taxable refunding, for a combined projected cost savings of $305,000. This will help with inflationary pressures on our future electric and water rates.

Motion made by Councilmember DeCramer, Seconded by Councilmember Edblom to approve Resolution Number 21-047, a resolution approving the Issuance of Public Utility Revenue Refunding Bonds, Series 2021C and Taxable Public Utility Revenue Refunding Bonds, Series 2021D, and Authorizing Certain Other Actions to be Taken by the Marshall Municipal Utilities (MMU) Commission with Respect to the Issuance of the Series 2021C Bonds and the Series 2021D Bonds. Voting Yea: Mayor Byrnes, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

Lyon County Landfill Leachate Agreement Renewal.

The Wastewater Treatment Facility currently has an agreement with Lyon County for disposal of leachate from their landfill near Lynd. This is a 5-year agreement set to expire on August 31, 2021. Currently, Lyon County is trucking all leachate generated at the landfill to the Marshall WWTF for disposal.

In order to keep costs down for the County and generate City revenue, City staff has been working with the Lyon County Environmental Administrator and the MPCA to create an updated agreement and monitoring schedules to ensure the protection and compliance of the wastewater treatment facility while accepting leachate.

There is a comprehensive sampling schedule with limits on all pollutants of concern in the agreement.

The City has the right to discontinue accepting the leachate at any time.

The City Attorney has reviewed the proposed leachate agreement and will provide any comments and answer any legal questions at the City Council meeting.

Motion made by Councilmember Edblom, Seconded by Councilmember DeCramer that the Council authorize execution of the updated leachate agreement between the City of Marshall and Lyon County Landfill for controlled disposal of leachate from the landfill to the City of Marshall Wastewater Treatment Facility. Voting Yea: Mayor Byrnes, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

Independence Park Trail Replacement and Stormwater Pond Expansion Project.

Community Services staff has been in discussion with the Engineering Department regarding the replacement of the shared use trails in Independence Park. The shared use paths have served their useful life and are in need of replacement throughout the entire park.

As part of the cost estimating and project scoping process, city staff took some time to review the existing trail culvert crossing at the south end of the park where the small pond forebay crosses under the trail and into the larger pond. The culverts at this location are in poor condition and they are undermining the existing trail. Further, the pond forebay area is very small and should be considered for expansion. If sized properly, a pond forebay can facilitate solids settlement in the forebay area which can reduce the pond area that must be regularly dredged.

To facilitate a trail crossing, staff is proposing a new pedestrian bridge that would be located further north than the location of the existing culvert crossing. If desired, existing grades would allow for a roughly 2-FT elevation drop from the proposed expanded pond forebay area to the water surface elevation of the remaining pond surface. This grade differential may be used to create a small 'waterfall' feature adjacent to the proposed new bridge. If there is a desire to maintain the waterfall at all times during warm weather months, a recirculating pump station may be required.

City staff has completed some preliminary work toward scoping this trail replacement project. To ensure clarity in the project cost estimate, we've separated costs that are related to the shared use trails, bridge, pond expansion, and recirculating lift station. City staff is looking for feedback and direction from the Council regarding this improvement.

City staff has submitted for a DNR trails grant to help cover trail replacement costs. City staff expects to receive notice of grant awards in the month of July. The maximum grant award would be $250,000. Further, Community Services staff has indicated that Prairie Home Hospice may be prepared to donate funds to the trail replacement project. The grant and donations are both displayed in the proposed cost estimate. If these funds do not materialize, the city would be required to cover the funding gap.

The park trail and new bridge is estimated to cost $772,500. The pond expansion, waterfall feature, and recirculation pump are estimated to cost $267,750.

No impact until time of construction award. If the Council wishes to push forward with the entire concept as presented, including the added walk bridge, pond expansion, and waterfall feature, city staff would like to move forward with design services from a consulting engineer.

Commission/Board Liaison Reports

Byrnes No Report

Edblom No Report

DeCramer Marshall Municipal Utilities Commission met and reviewed the action taken by Council at this meeting.

Economic Development Authority met and reviewed the action taken by Council at this meeting

Labat Adult Community Center met and reviewed project updates at the center. Contributions from seniors 86,000 City 117,000.

Convention & Visitors Bureau moving their office to the Red Baron. Youth sports and concert in the fall of 2022.

Library Board met and discussed the steady increase in visitors with the reopening of branches relaxation of COVID regulations.

Marshall Area Transit Committee met and discussed bus shelter graphics.

Lozinski City Hall Committee met and will likely receive a temporary certificate of occupancy within the week and that the next City Council meeting will be held at the new building.

Councilmember Individual Items

Councilmember DeCramer discussed the resignation of Cathleen Amick, UCAP Transportation Director.

City Administrator

City Administrator Sharon Hanson discussed the opening of City Hall and future events surrounding the opening.

Director of Public Works

Director of Public Works/ City Engineer Jason Anderson discussed featured adds for water softener adjustments. Public Works staff will meet with the Downtown Business Association with a future improvement projects located in downtown.

City Attorney

No Report

Information Only

There were no questions on the information items.

Upcoming Meetings

There were no questions on the upcoming meetings.

Adjourn

At 6:18 P.M., Motion made by Councilmember Lozinski, Seconded by Councilmember Labat to adjourn. Voting Yea: Mayor Byrnes, Councilmember Edblom, Councilmember DeCramer, Councilmember Labat, Councilmember Lozinski. The motion **Carried. 5-0**

_____

Mayor

Attest:

_____

City Clerk

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider Liability Coverage – Waiver for 2021-2022 League of Minnesota Cites Insurance Trust Property/Casualty and Liability Insurance
Background Information:	The City of Marshall carries property and casualty insurance coverage with the League of Minnesota Cities Insurance Trust (LMCIT). The annual renewal is for the coverage period of October 1, 2021, through September 30, 2022. Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. See attached for further details. This does not approve the renewal of the insurance for the City of Marshall as this is a step in the renewal process. The 2021-2022 renewal premiums will come before the Council at later date.
Fiscal Impact:	Variable
Alternative/ Variations:	
Recommendations:	Sign the waiver form with the designation of “Does Not Waive” for the annual LMCIT property, casualty, and liability insurance renewal period.

LMC LEAGUE of MINNESOTA CITIES

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than $500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to $1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.

- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to $2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is $2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to $2,000,000, regardless of the number of claimants.

- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
145 University Avenue West
St. Paul, Minnesota 55103
PH: (651) 281-1200
TF: (800) 925-1122
FX: (651)
www.lmc.org

LMCIT Member Name:
City of Marshall

Check one:

☑ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: July 13, 2021

Signature:_____ Position: Mayor

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Project Z84: Legion Field Park River Stabilization Project – Consider Authorization to Advertise for Bids.
Background Information:	The Redwood River enters the Legion Field Park area adjacent to the park shelter in the southwest portion of the park. Over the last several years, the riverbank has eroded several feet closer to the park shelter facilities. Currently, the riverbank has eroded immediately behind the water fill spigot and bituminous apron around the park shelter. City Engineering staff has identified a stabilization project to reclaim some of the lost riverbank and reinforce the bank with riprap rock. Staff originally budgeted $100,000 to perform riverbank stabilization at this location and adjacent to the bike path on the east portion of the park near the city pool entrance road. Staff removed the stabilization adjacent to the bike path to coordinate stabilization needs with potential bike path relocation due to the aquatic center design. This memo is intended to introduce the project and authorize staff to advertise for bids. Staff is planning an August 4, 2021 bid opening date with an award recommendation to Council at the August 10, 2021 meeting.
Fiscal Impact:	An estimated cost of $65,000 including contingency (10%) and engineering (16%) costs for this stabilization project. This project is identified in the 2021 CIP.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize advertisement for bids for Project Z84: Legion Field Park River Stabilization Project

City of Marshall, Minnesota
Project Number Z84

Construction Plans for Riprap Installation along the Redwood River

FROM LEGION FIELD ROAD AND T.H. 19 GO NORTH 200' AND EAST 140',

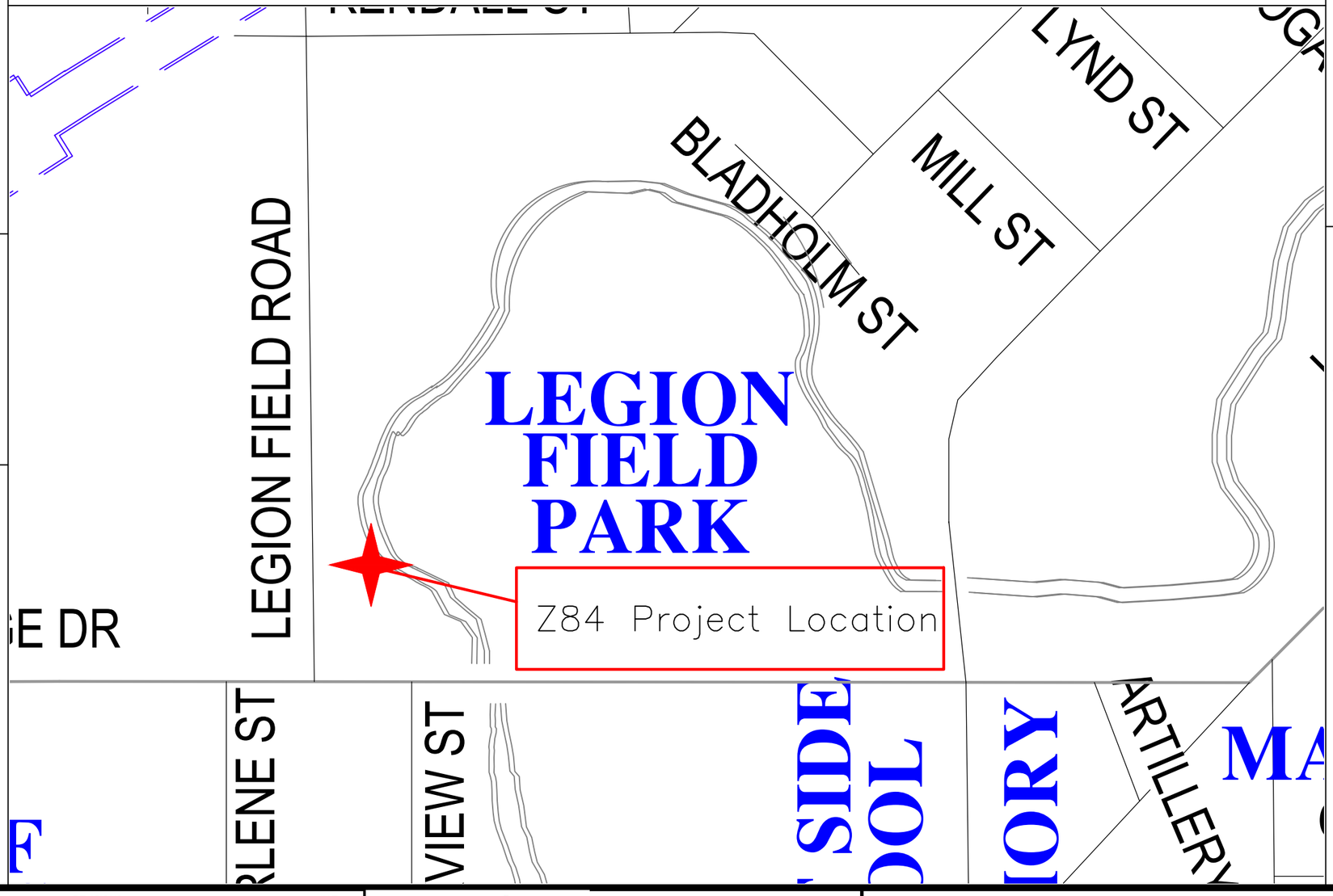
SECTION 5 T111N, R41W

LEGEND

- PROJECT LOCATION
- EXISTING GAS LINE (GAS)
- EXISTING UNDERGROUND POWER (UGP)
- RIPRAP
- GRANULAR BEDDING
- TURF ESTABLISHMENT
- 4 INCH CONCRETE WALK
- FLOTATION SILT CURTAIN
- EROSION CONTROL BLANKET
- EXISTING LIGHT POLE
- EXISTING WATER CURB STOP
- EXISTING DECIDUOUS TREE
- PROJECT AREAS

INDEX

SHEET NO.	DESCRIPTION
1	Title Sheet
2	Estimated Quantity Sheet
3	Construction Plan Notes
4 - 5	SWPPP Plan Notes and SWPPP Plan Details
6	Typical Sheet
7	Shelter Project Area Overview
8	Project Layout



SPECIFICATION REFERENCE

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

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

THE CITY OF MARSHALL STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

PROJECT LENGTH

GROSS LENGTH STREET #1	N/A	FEET	N/A	MILES
GROSS LENGTH STREET #2	N/A	FEET	N/A	MILES
GROSS LENGTH STREET #3	N/A	FEET	N/A	MILES
GROSS LENGTH STREET #4	N/A	FEET	N/A	MILES
EXCEPTIONS	N/A	FEET	N/A	MILES
NET LENGTH	N/A	FEET	N/A	MILES

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: DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER MARSHALL MINNESOTA

DATE
REG NO 53322

DESIGNED BY: G.A.S.
DRAWN
APPRO
SCALE: NONE

Item 4.

DATE	REVISIONS	INIT.

MARSHALL

ENGINEERING DEPARTMENT
344 WEST MAIN STREET
MARSHALL, MINNESOTA
56258

LEGION FIELD PARK RIVERBANK STABILIZATION

TITLE SHEET

CITY PROJECT NO. Z84

STATE AID PROJECT NO. N/A

DATE 6/29/2021

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SHEET TOP 8

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of Amendment to the Sponsorship Agreement between the City of Marshall and Viking Coca-Cola
Background Information:	On September 13, 2016, the Marshall City Council did approve an exclusive 10-year contract between Viking Coca-Cola and the City of Marshall. The Sponsorship Agreement is effective January 1, 2017 through December 31, 2026. The Sponsorship Agreement indicates that Viking Coca-Cola would be the exclusive soft-drink and non-alcoholic beverage provider for the Red Baron Arena & Expo, and for softball/youth baseball fields "encompassing the "property" as defined within said agreement. The Sponsorship Agreement indicates that Viking Coca-Cola will pay an annual sponsorship fee in the amount of $18,000.00 each and every year of the 10-year agreement. Annual payments have been received from Viking Coca-Cola for the years 2017, 2018, 2019 and 2020. However, the interruption of business caused by the Covid-19 pandemic, has caused the parties hereto to have discussions to consider restructuring the terms of the sponsorship agreement. That representative from the City of Marshall and Viking Coca-Cola have had discussions concerning the modification of the annual payment terms regarding existing contract. After several discussions, the parties have agreed to amend the contract and existing payment terms. It has been agreed that sponsorship payment for the year 2021 would be eliminated. Therefore, Viking Coca-Cola would make no sponsorship payment to the City of Marshall. In consideration of that termination of payment, the parties have agreed to extend the contract an additional year and that the $18,000.00 annual payment would be made during the extended year of 2027. The amendment to the agreement has been reviewed and approved by Viking Coca-Cola. City staff continues to recommend that the amended terms of the agreement as now renegotiated be approved.
Fiscal Impact:	The City will ultimately receive the same annual payments as initially contracted plus product placement sales as concluded within the agreement.
Alternative/ Variations:	No alternative action recommended.
Recommendations:	City Staff recommends that an Amendment to the Sponsorship Agreement between the City of Marshall and Viking Coca-Cola be approved for signature. A copy of the amendment to contract is attached.

AMENDMENT TO SPONSORSHIP AGREEMENT

ASponsorship Agreement effective January 1, 2017 has previously been executed by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the "City"), and Viking Coca-Cola Bottling Company, an independent franchisee of the Coca-Cola Company, (the "Sponsor," and together with the City, the "Parties"),

WHEREAS, the original Sponsorship Agreement had an effective term from January 1, 2017 for a 10-year period of time, terminating December 31, 2026 and;

WHEREAS, the sponsorship fee on said Sponsorship Agreement, obligated sponsor to pay an annual fee of $18,000.00 per year for each and every year of the 10-year agreement and;

WHEREAS, the extraordinary circumstances occasioned by the economic turndown of the Covid-19 pandemic, have caused the Parties hereto to discuss and consider amendments to the term and sponsorship fees as previously negotiated and;

WHEREAS, the appropriate officials of each party have negotiated an amendment to the Sponsorship Agreement satisfactory to the mutual benefits to the Parties hereto.

NOW THEREFORE, in consideration thereof, the Parties hereto have agreed to an amendment to the Sponsorship Agreement as follows:

1. **SPONSORSHIP FEE.**
   The Parties have agreed that the $18,000.00 annual sponsorship fee is hereby suspended and will not be paid for the calendar year of 2021. Annual payments of $18,000.00, however, will continue for each and every year thereafter and will be extended for the additional calendar year of 2027.

2. **TERM.**
   The Parties hereby agree that the term of the contract shall continue in force unless, otherwise terminated in accordance with the provisions of Section 4(B) of this agreement for an additional year, until December 31, 2027 (the "term") or until Sponsor has purchased the commitment (Viking Attachment B), whichever occurs last, not exceed an additional three years beyond December 31, 2027. When used in this agreement, the term "year" means each consecutive 12-month period during the term, beginning the first day of the term.

3. **ALL OTHER TERMS AND CONDITIONS.**
   All of the other terms and conditions in the original Sponsorship Agreement effective January 1, 2017 and its attached exhibits remain in full force and effect and are not changed or modified by this amendment.

IN WITNESS WHEREOF, the Parties have executed this agreement the date and year first above written.

SPONSOR VIKING COCA-COLA BOTTLING COMPANY

By:_____
Name: Michael J. Faber
Title: Chief Executive Officer

CITY CITY OF MARSHALL

By: _____
Name: Robert J. Byrnes
Title: Mayor

ATTEST:

By: _____
Name: Kyle Box
Title: City Clerk

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "Agreement") is entered into as of September 7, 2016 (the "Effective Date") by and between City of Marshall, Minnesota, a municipality of the State of Minnesota (the "City"), and Viking Coca-Cola Bottling Company, an independent franchisee of the Coca-Cola Company, (the "Sponsor," and together with the City, the "Parties").

RECITALS

WHEREAS, the City is engaged in the management and the operation of the arena and expo center, known as the Red Baron™ Arena & Expo, and four softball/youth baseball fields yet to be named, including properties now and later constructed, hereafter referred to as the "Property," located in Marshall, MN;

WHEREAS, the Sponsor wishes to be a founding sponsor of the Property by providing financial support in exchange for certain rights to be granted in connection with the Property and agrees to do so under the terms and conditions of this Agreement;

WHEREAS, the City wishes to grant the Sponsor certain rights in connection with the Sponsorship on the terms and conditions set forth below; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

1. GRANT OF RIGHTS.

As consideration for the Sponsorship Rights, as such term is defined in Exhibit A, the City hereby grants the Sponsor the rights described in this Agreement and in Exhibit A attached hereto and made a part hereof, in connection with the Property and agrees to perform all of the City's obligations hereunder.

2. SPONSORSHIP FEE.

The total Sponsorship Fee, as such term is defined in Exhibit A, for the Sponsorship Rights and the schedule of payments of the Sponsorship Fee shall be as set forth in Exhibit A hereto.

3. TERM.

This Agreement takes effect January 1, 2017 and shall continue in force, unless otherwise terminated in accordance with the provisions of Section 4(B) of this Agreement, for 10 years, until December 31, 2026 (the "Term") or until Customer has purchased the Volume Commitment (Viking Attachment B), whichever occurs last, not to exceed an additional 3 years beyond December 31, 2026. When used in the Agreement, the term "Year" means each consecutive twelve-month period during the Term, beginning the first day of the Term.

4. SPONSORSHIP RENEWAL AND TERMINATION.

(A) SPONSORSHIP RENEWAL.

The Sponsor shall have the right of first negotiation to negotiate the renewal of the Sponsorship Rights at completion of the Term. The City shall negotiate exclusively with the Sponsor for a period of one hundred eighty (180) days prior to the expiration of the Term with respect to the terms and conditions of the Sponsorship Rights for the next offering from the City.

(B) TERMINATION.

This Agreement may be terminated:

(i.) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within ninety (90) days of receipt of written notice thereof.

(ii.) By either Party, for failure to comply with Section 8 of this Agreement by the other Party, if the other Party's failure to comply is not cured within ninety (90) days of receipt of written notice thereof.

(iii.) By either Party at any time and on provision of written notice, if any of the other Party's representations and warranties under this Agreement prove to be inaccurate in any material respects.

(iv.) By either Party at any time and without prior notice, if the other Party is convicted of any crime or offense, or is guilty of serious misconduct in connection with performance under this Agreement.

(v.) If either party fails to comply with or perform any material provision or condition of this Agreement (a "Default"), and the defaulting party has failed to cure the Default within ninety (90) days after written notice from the non-defaulting party specifying in reasonable detail the nature of such default (or if such noncompliance cannot be reasonably cured within ninety (90) days, the defaulting party has not provided assurances, reasonably satisfactory to the non-defaulting party, that such noncompliance will be cured as soon as reasonably possible), then the non-defaulting party may terminate this Agreement. Upon this Agreement's termination, Viking may remove all of its Vending Equipment, Fountain Equipment, Concession Equipment and any of Viking's other equipment, property or advertising materials from the Properties. Notwithstanding anything in this Agreement to the contrary, if City terminates this Agreement for any reason, City will immediately pay to Viking the sum of:

(A) the prorated portion of the annual payment paid to City for the then current year of the contract, which will be an amount equal to $1,500 multiplied by the number of months remaining in the then current year of the contract when terminated, plus

(B) interest on that amount calculated in (A) above at the rate of six percent (6%) per annum multiplied by the number of months remaining in the current year of the contract when terminated.

5. EXCLUSIVITY OF SPONSORSHIP.

During the Term and any Renewal Term, the City grants to the Sponsor, the exclusive Sponsorship Rights in the Property, in the areas of soft drink, non-alcoholic beverages, branded cups, coffee products including cups, frozen soft drink products including cups, vending and candy and snack vending, and agrees it will not permit any competitor of the Sponsor listed on Exhibit B to this Agreement to sponsor the Property, supply products or services to the Property, and/or be associated with the Property in any other manner. Additional competitors may be added to Exhibit B with the prior written consent of the City and removed with the prior written consent of the Sponsor. The City further agrees to use reasonable efforts to prevent and, if necessary, prosecute the efforts of any non-sponsor competitor of the Sponsor to weaken or attack the Sponsor's Sponsorship Rights. The City agrees that the use of Sponsor's trademarks shall occur in such a manner so as not to diminish the value or tarnish the reputation of Sponsor's trademarks.

6. RESPONSIBILITIES.

(A) Of the City. The City agrees to do each of the following:

(i) Provide the Sponsor with the Sponsorship Rights detailed in this Agreement and Exhibit A to this Agreement.

(ii) Organize, produce, and supervise events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully-trained, skilled, competent, and experienced personnel.

(iii) Make all arrangements for the use of the venue, including securing any necessary permits, coordinating parking and/or transportation, supplying equipment, and contracting with vendors and other service providers.

(iv) Deliver the Property Trademarks (as defined in Section 8(B) below) to the Sponsor within one hundred eighty (180) days of the Effective Date.

(v) Provide adequate professional security for the Events and take reasonable steps to ensure the safety of all workers, volunteers, and persons attending the Events.

(vi) Use best efforts to obtain appropriate media coverage of the Property.

(vii) Use best efforts to promote the Property and maximize attendance.

(B) Of the Sponsor. The Sponsor agrees to do each of the following:

(i) Provide all assistance and cooperation to the City that is necessary in connection with the Sponsor's Sponsorship Rights of the Property.

(ii) Deliver the Sponsor Trademarks (as defined in Section 8(A) below) to the City within ninety (90) days of the Effective Date.

7. PARTIES' REPRESENTATIONS AND WARRANTIES.

(A) The Parties each represent and warrant as follows:

(i) Each Party has full power, authority, and right to perform its obligations under the Agreement.

(ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).

(iii)Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.

(B) The City hereby represents and warrants as follows:

(i) The Property shall be operated in accordance with and shall not violate any applicable laws, rules, or regulations, and the City shall obtain all permissions required to comply with such laws, rules, or regulations.

(ii) The City shall notify the Sponsor of any changes that would materially change the deliverable elements at least ninety (90) days before implementing such changes. City agrees to not impair the ability of Sponsor to sell, advertise or market Products in any way without the prior written consent of the Sponsor.

(iii)The obligations required by this Agreement shall be performed by the City or the City's staff, and the Sponsor shall not be required to hire, supervise, or pay any assistants to help the City perform such obligations.

(C) The Sponsor hereby represents and warrants as follows:

(i) The Sponsor will make timely payments of the Sponsorship Fee to the City under this Agreement and as detailed in Exhibit A hereto.

(ii) The Sponsor shall provide such other assistance to the City as the Sponsor deems reasonable and appropriate.

8. TRADEMARKS.

(A) Sponsor Trademarks.

(i) License. The Sponsor hereby grants the City a non-exclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each, a "Sponsor Trademark" and collectively, the "Sponsor Trademarks") only in connection with the promotion and advertisement of the Property and any listing of the sponsors of the Property during the Term and any Renewal Term. The City agrees to obtain the consent of the Sponsor before each use, display, and reproduction of the Sponsor Trademarks.

(ii) Ownership. All Sponsor Trademarks provided, leased, or licensed to the City in connection with the Property are the Sponsor's sole property, and the City has no ownership or other intellectual property rights in or to such items.

(iii) No Infringement. The Sponsor represents and warrants to the City and unconditionally guarantees that all of the Sponsor Trademarks are owned by the Sponsor or that the Sponsor has permission from the rightful owner to use each of these elements.

(B) Property Trademarks.

(i) License. The City hereby grants the Sponsor a non-exclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names, associated with the Property (each a "Property Trademark" and collectively, the "Property Trademarks") only in connection with the promotion and advertisement of the Sponsor's products and services during the Term and any Renewal Term. The Sponsor agrees to obtain the consent of the City before each use, display, and reproduction of the Property Trademarks.

(ii) Ownership. All Property Trademarks provided, leased, or licensed to the Sponsor in connection with Events are the City's sole property, and the Sponsor has no ownership or other intellectual property rights in or to such items.

(iii) No Infringement. The City represents and warrants to the Sponsor and unconditionally guarantees that all of the Property Trademarks are owned by the City or that the City has permission from the rightful owner to use each of these elements.

9. EVENT MERCHANDISE.

Sponsor-Created Merchandise. During the Term and any Renewal Term and subject to the approval of the City, which shall not be unreasonably withheld, the Sponsor shall have the right to create, manufacture or cause to be manufactured, and sell or give away merchandise associated with the Property and containing the Sponsor's Trademarks in connection with the promotion of the Sponsor's products and services. All merchandise caused to be manufactured for sale or to be given away by the Sponsor in association with the Property shall be of high quality, free from product defects, merchantable, and suitable for its intended purpose.

10. INDEMNIFICATION.

(A) Of Sponsor by City. Subject to limits applicable under Minnesota law, the City shall indemnify and hold harmless the Sponsor and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any inaccuracy of any representation or warranty made by the City under this Agreement, or (ii) the City's breach of any of its obligations, agreements, or

duties under this Agreement, or (iii) the City, including, but not limited to Claims for bodily injury, death, or property loss, but only in proportion to and to the extent such Claims arise out of or are caused by the negligent or intentional acts or omissions of the City and/or the City's officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns.

(B) Of City by Sponsor. Subject to limits applicable under Minnesota law ,the Sponsor shall indemnify and hold harmless the City and its officers, directors, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns from and against any Claims that any of them may suffer from or incur and that arise or result primarily from any inaccuracy of any representation or warranty made by the Sponsor under this Agreement or the Sponsor's breach of any of its obligations, agreements, or duties under this Agreement.

11. INSURANCE.

Each Party shall maintain, at its own expense, insurance coverage required in the reasonable amounts and types for each party's operations.

12. FORCE MAJUERE

Either party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders or any other force majeure event.

13. CONFIDENTIALITY.

Each Party agrees, during the Term, and any Renewal Term, and for a period of five (5) years thereafter, to hold in strictest confidence and not to disclose to any person, firm, or corporation without the prior written consent of the other Party, any of the terms or conditions of this Agreement, subject to the Minnesota Government Data Practices Act and other approval laws.

14. NATURE OF RELATIONSHIP.

The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Nothing in this Agreement shall create any obligation between either Party and a third party.

15. AMENDMENTS.

No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

16. ASSIGNMENT.

Neither Party may, without the prior written consent of the other Party, assign, subcontract, or delegate its obligations under this Agreement, except that the Sponsor

may assign this Agreement to a purchaser of all or substantially all of the Sponsor's assets, provided that the Sponsor guarantees the performance of and causes the assignee to assume all obligations of the Sponsor under this Agreement. City may assign the operational and management duties of the Property to a third party provider, subject to the terms and conditions of this Sponsorship Agreement.

17. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

18. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

19. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties as follows:

If to the Sponsor:

Viking Coca-Cola Bottling Company
Attn: Michael J. Faber, CEO
PO Box 806
St. Cloud, MN 56302

If to the City:

City of Marshall
ATTN: Nicholas Johnson, City Administrator
344 W. Main St.
Marshall, MN 56258

20. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Minnesota.

21. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

22. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

23. ENTIRE AGREEMENT.

This Agreement, together with the Exhibits hereto, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

24. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SPONSOR VIKING COCA-COLA BOTTLING COMPANY

By: _____
Name: Michael J. Foster
Title: CEO

CITY CITY OF MARSHALL

By: _____
Name: Robert J. Byrnes
Title: Mayor

ATTEST:

By: _____
Name: Jane DeVries
Title: City Clerk

EXHIBIT A
SPONSORSHIP RIGHTS, FEE, REBATE OF FEE, AND INSURANCE

1. SPONSORSHIP RIGHTS.

In exchange for the Sponsorship Fee, as defined in Section 2 below, the Sponsor will receive the following rights in connection with the Property (collectively, the "Sponsorship Rights"):

(A) Signage and branding. The Sponsor will receive the right to:

1) Zamboni. Sponsor will receive exclusive signage rights to the primary Zamboni at Red Baron™ Arena & Expo.

2) Videoboard Sponsorship. The 13' 8" x 25' videoboard located in the main arena will feature video spots at City controlled events. Ten and thirty-second will be included for sponsor.

3) Founding Sponsor endorsement and brand/company signage to be placed inside the arena.

4) Dasher board Signage. Sponsor will receive two (2) dasher board signs in the main arena and two (2) dasher board signs in Rink 2. Dasher board signs will be located in the corners of both rinks.

5) Main Rink: In-Ice Logo. Sponsor will have rights to place its logo in ice of the main (Championship) ice rink for ten (10) years. Sponsor to cover the cost of the production, installation and maintenance of the in-ice logo.

6) Digital Media. Sponsor logo will be included in all digital/social media controlled by the City (arena website, social media campaigns, etc.)

As a founding sponsor, ads will be weighted to run in higher rotation then all other sponsors under the Founding Sponsorship level. Sponsor is responsible for providing production and traffic instructions for the ads.

(B) Event Rights. The Sponsor will receive the right to:

1) Exclusive use of the Red Baron™ Arena & Expo two (2) times per calendar year. Operational expenses, food costs, promotional give-a-ways and any facility remodeling costs associated with the exclusive Sponsor facility use, are the responsibility of the Sponsor.

2) 10 tickets/passes to City sponsored events at the facility. If VIP areas are created in the future, Viking will have mutually agreed to VIP privileges.

3) Exclusive use of the facility Club Room two (2) times per calendar year. Operational expenses, food costs, promotional give-a-ways and any facility remodeling costs associated with the exclusive Sponsor use of the Club Room, are the responsibility of the Sponsor.

(C) Media/Co-Branded Marketing Rights. The Sponsor will receive the right to:

As Founding Sponsor, Sponsor will receive logo/marks inclusion in all media campaigns associated with events controlled by the City as follows:

Package Value:

Zamboni	$7,000
Videoboard Sponsorship	$2,000
Dasher board Signage Sponsorship	$4,800
Main ice arena: In-ice Logo	$2,000/yr. (10 years)
Digital Media	$2,000
Facility Use	$2,000
Club Room Use	$1,000
Founding Partner Status	$5,000
Total Advertising Package Value	**$25,800**

2. SPONSORSHIP FEE.

In exchange for the Sponsorship Rights as defined herein, the Sponsor agrees to the following:

(A) Equipment and Materials:

Sponsor will furnish, install and maintain in good operating condition and appearance, machines and equipment at the Property. All equipment must meet the standards and be approved by the City.

The following machines, equipment and materials must be provided:

i. Up to two (2) vending machines which will dispense Products including but not limited to, soda, sports drinks, water and fruit juice in 20oz plastic bottles or other size packages.
ii. Varying sized beverage coolers both upright and counter-top models.
iii. Varying sized candy snack machines
iv. Varying sized Armada Coffee equipment.
v. One (1) portable Iowa Rotocast portable cart
vi. Up to two (2) lighted menu boards
vii. Water bottles for team benches
viii. Five (5) gallon water coolers
ix. Any additional equipment reasonably called for with new facilities, as mutually agreed to by City and Sponsor
x. Appropriate point of sale to compliment concessions at no charge (table tents, displays, etc.)

(B) Sponsorship Funding:

Sponsor shall pay a founding sponsorship fee in the amount of $180,000.00 as follows:

- $18,000 paid annually, commencing January 2, 2017, and January 2 of each and every year thereafter, through and including January 2, 2026.

The City acknowledges that the payments are due to City if and only if the Property is open to the public and the City must be purchasing product from Viking in order to receive this payment.

(C) Commissions, Rebates, Media and Marketing Programs:
Sponsor shall pay to City Rebates and Commissions for Sponsor products pursuant to "Attachment A-Option #6 – Product Pricing", a copy of which is attached hereto and labeled as Exhibit A-1. Product Rebate check will be paid quarterly.

City agrees to provide Public vending and concession stand candy and snacks to First Choice Food and Beverages as Agent of Viking or Viking.

Value estimates as follows:

Regional Media Value	$20,000/year
Powerade Equipment and Materials	$3,000/year
Estimated Case Rebates and Commissions	$20,180/year
Total Equipment Value	$36,000/year one
Value of Marketing Programs	$253,450/year*
Total Annual Value:	**$332,630**

*To include, but not limited to, support/sponsorship of youth hockey, softball, baseball tournaments, advertising, promotions and product placement.

ATTACHEMENT A						
PRODUCT PRICING						
PACKAGE	WHOLESALE PRICE	INVOICE DISCOUNT	REBATE			
16oz Can Energy	Regular Wholesale Price					
18.5 oz Gold Peak Tea	Regular Wholesale Price					
20oz Powerade	Regular Wholesale Price		$1.00 per Case Issued Quarterly as Check			
20oz Sparkling	Regular Wholesale Price		$5.00 per Case Issued Quarterly as Check			
20oz Vitamin Water	Regular Wholesale Price					
20oz Water	Regular Wholesale Price		$11.00 per Case Issued Quarterly as Check			
3 Gallon Slushie BIB	Regular Wholesale Price					
700 ml Smart Water	Regular Wholesale Price					
Armada EB Dec caf coffee	Regular Wholesale Price	$10.50				
Armada EBR Reg coffee	Regular Wholesale Price	$14.00				
Armada Hot Cocoa Mix	Regular Wholesale Price	$13.00				
Armada Cappuccino Mix	Regular Wholesale Price	$13.75				
All Other Packages	Regular Wholesale Price					

Attachment B

Definition of a Unit Calculation

	Quantity	Total
16 oz Can Energy	50	50
18.5 oz Gold Peak Tea	60	120
20 oz Powerade	350	350
20 oz Sparkling	1175	1175
20 oz Vitamin Water	50	50
20 oz Water	500	500
3 Gal Slushie BIB	35	105
700 ml Smart Water	75	75
Armada EB Dec o/b 40/1.5 oz	25	25
Armada EBR o/b 40/1.75 oz	40	40
Armada Hot Coco Mix 12/2 lb	40	40
Core Power	50	100
French Vanilla Cappuccino 6/2 lb	40	40

Length of Agreement	10 Years

Total Units during each Agreement term	26700

FIRST CHOICE ATTACHMENT A & B

Attachment A

ITEM	VEND PRICE
Cakes	$1.25
Candy	$1.00
Candy - LSC	$1.25
Chips - LSS	$1.00
Cookies	$1.00
Gum	$0.75
Mints	$0.75
Popcorn	$0.90

ATTACHMENT A1

Attachment B

ITEM	COMISSION RATE
Cakes	0.00%
Candy	0.00%
Candy - LSC	0.00%
Chips - LSS	0.00%
Cookies	0.00%
Gum	0.00%
Mints	0.00%
Popcorn	0.00%

Attachment A
Option #6 – Product Pricing

Product	Units / Case	Case Volume	Units Volume	Wholesale	Invoice Discount	Case Rebate	Net Selling Price
16 oz Can Energy	1	50	50	$38.00	$0.00	$0.00	$38.00
18.5 oz Gold Peak Tea	2	60	120	$16.75	$0.00	$0.00	$16.75
20 oz Powerade	1	350	350	$29.00	$0.00	$1.00	$28.00
20 oz Sparkling	1	1175	1175	$33.00	$0.00	$5.00	$28.00
20 oz Vitamin Water	1	50	50	$33.00	$0.00	$0.00	$33.00
20 oz Water	1	500	500	$29.00	$0.00	$11.00	$18.00
3 Gal Slushie BIB	3	35	105	$125.00	$0.00	$0.00	$125.00
700 ml Smart Water	1	75	75	$26.00	$0.00	$0.00	$26.00
Core Power	2	50	100	$27.00	$0.00	$0.00	$27.00

Product	Units / Case	Case Volume	Units Volume	Wholesale	Invoice Discount	Case Rebate	Net Selling Price
Amada EB Dec orb 40/1.5 oz	1	25	25	$46.50	$10.50	$0.00	$36.00
Amada EBR o/b 40/1.75 oz	1	40	40	$50.00	$14.00	$0.00	$36.00
Amada Hot Coco Mix 12/2 lb	1	40	40	$65.50	$13.00	$0.00	$52.50
French Vanilla Cappuccino 6/2 lb	1	40	40	$51.75	$13.75	$0.00	$38.00

All other packages are available at regular cost.
Discounts will be locked in for the length of the partnership

open happiness®

EXHIBIT B
LIST OF SPONSOR'S COMPETITORS

Soft Drink Bottlers and Distributors

Avista
Bermick's Pepsi Cola (Dresser, Duluth)
Bernick's Pepsi Cola (St. Cloud)
Bernick's Pepsi Cola (Willmar)
Berry Coffee
Burnsville Pepsi Cola
Coca Cola Refreshments
(Midwest Division encompassing MN, IA, SD, ND, WI)
Cold Spring Brewery Co.
Compass/Canteen
Dr. Pepper Snapple Group
Dakota Beverage
Farmer Brothers
Farner-Bocken
Gillette Pepsi Cola
Henry's
Madison Bottling
Nei Pepsi Cola (Bemidji)
Ortonville Pepsi Cola
PBC (Eau Claire)
PBC Pepsi Cola (Brainerd)
PBC Pepsi Cola (Burnsville)
PBC Pepsi Cola (Grand Rapids)
PepsiCo
Pipestone Pepsi
Pouch Tech Industries
Red Bull and Red Bull Distributors
Rohlfing, Inc. (Brainerd)
Stuebbers
Any other soft drink, non-alcoholic beverage competitor that is now or may become a competitor in the future

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Wastewater Treatment Facilities Improvement Project – 1) Consider Application for Payment No. 24 to Magney Construction, Inc.; 2) Consider Payment of Invoice 0271114 to Bolton & Menk, Inc.
Background Information:	Attached are invoices as follows for the above-referenced project: 1) Application for Payment No. 24 to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of $291,217.71 2) Invoice 0271114 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of $16,675.00 As this project is financed with a Public Facilities Authority low interest loan through the State of Minnesota, pay applications are required to be placed on the City Council agenda for approval. Per WWTF staff, the project is on target for the August 27, 2021 Final Completion date.
Fiscal Impact:	This project is financed with a Public Facilities Authority low interest loan through the State of Minnesota.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	Recommendation No. 1 that the Council authorize Application for Payment No. 24, per the recommendation of the City's consultant, Bolton & Menk, Inc., to Magney Construction, Inc. of Chanhassen, Minnesota, in the amount of $291,217.71. Recommendation No. 2 that the Council authorize payment of Invoice 0271114 to Bolton & Menk, Inc., of Mankato, Minnesota, in the amount of $16,675.00.

BOLTON & MENK
Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

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

MEMORANDUM

Date: July 6, 2021

To: Bob Van Moer, Wastewater Treatment Superintendent

From: Jon D. Peterson, P.E., Project Engineer

Subject: Wastewater Treatment Facility Improvements – Magney Construction Inc.
Pay Request No. 24
City of Marshall, Minnesota
Project No.: T22.115360

INTRODUCTION

Pay Request No. 24 for the above-referenced project in the amount of $291,217.71 is being submitted for approval.

DISCUSSION

This pay application covers work completed on the project through June 30, 2021. The Contractor continues to work on replacement of aeration basin equipment, with work completed in the first two basins. Work on trickling filter pump station renovation continues, with the concrete top slab placed. In addition, contractor has been working on project completion list items throughout the facility . We recommend approval of the attached Application for Payment No. 24.

BUDGET IMPACT

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

ACTION REQUESTED

Approve the attached pay request from Magney Construction Inc. in the total amount of $291,217.71.

Application for Payment No. 24

To: The City of Marshall, MN
From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317
Contract:
Project: Wastewater Treatment Facility Improvements

Owners Contract No. _____ Engineer's Project No. T22.115360
Date of this Invoice: 7/1/2021
Invoice Work Period: June 1-30, 2021

1) Original Contract amount	$14,074,300.00
2) Change Orders to date	$0.00
3) Revised Contract amount	$14,074,300.00
4) Value completed to date	$13,570,597.68
5) Materials stored on site	$0.00
6) Total Earned to date	$13,570,597.68
7) Amount retained	$678,529.88
8) Amount previously paid	$12,600,850.09
Amount due this Payment	$291,217.71

Accompaning Documentation:

CONTRACTOR'S Certification:

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

Magney Construction, Inc. (Contractor)

By: _____
Project Manager

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: City of Marshall	Engineer: Bolton & Menk
By: _____	By: _____
Date: _____	Date: 7-6-21

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

APPLICATION FOR PAYMENT SCHEDULE

Date of Application:
Work Completed Through:

Spec. Section	Description of Work	Pay Application #24 Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
0520	Bond & Insurance	$ 168,892	168,892.00	0.00	0.00	168,892.00	100%	0.00
1000	Mobilization	$ 696,545	545,926.00	0.00	0.00	545,926.00	78%	150,619.00
1010	Supervision & General Conditions	$ 276,000	259,167.00	8,500.00	0.00	267,667.00	97%	8,333.00
1020	***General Construction Allowance***	***$ 250,000***	254,966.20	-19,242.57	0.00	235,723.63	94%	14,276.37
1021	***Building Permit Allowance***	***$ 10,000***	7,499.38	0.00	0.00	7,499.38	75%	2,500.62
2060	Demolition of Existing WWTP Facilities:							
	Trickling Filter Pump Station Top	$ 4,650	4,650.00	0.00	0.00	4,650.00	100%	0.00
	Trickling Filter Pump Station Pumps/Piping	$ 3,480	1,500.00	1,980.00	0.00	3,480.00	100%	0.00
	Sludge Control Structure	$ 13,540	13,540.00	0.00	0.00	13,540.00	100%	0.00
	Control Building Pumps and Piping	$ 5,850	5,850.00	0.00	0.00	5,850.00	100%	0.00
	Blower Building Blowers and Piping	$ 6,420	6,420.00	0.00	0.00	6,420.00	100%	0.00
	Trickling Filter Roof/Media/Rotary Distributor	$ 62,460	62,460.00	0.00	0.00	62,460.00	100%	0.00
	Aeration Equipment and Piping	$ 17,500	8,750.00	4,450.00	0.00	13,200.00	75%	4,300.00
	Intermediate Clarifier Equipment	$ 26,417	26,417.00	0.00	0.00	26,417.00	100%	0.00
2140	Dewatering	$ 19,555	19,555.00	0.00	0.00	19,555.00	100%	0.00
2210	Finish Grading	$ 14,320	9,500.00	2,400.00	0.00	11,900.00	83%	2,420.00
2220	Structure Excavation - Final Clarifier and Splitter Box	$ 71,200	71,200.00	0.00	0.00	71,200.00	100%	0.00
2221	Structure Excavation - Sludge Storage Structure	$ 133,600	133,600.00	0.00	0.00	133,600.00	100%	0.00
2220A	Backfill of Structures - Final Clarifier and Splitter Box	$ 91,500	91,500.00	0.00	0.00	91,500.00	100%	0.00
2221A	Backfill of Structures - Sludge Storage Structure	$ 172,620	172,120.00	0.00	0.00	172,120.00	100%	500.00
2370	Erosion and Sediment Control	$ 12,400	10,000.00	2,000.00	0.00	12,000.00	97%	400.00
2550	Site Utilities	$ 565,333	565,333.00	0.00	0.00	565,333.00	100%	0.00
2551	Bypass Piping	$ 49,504	43,000.00	3,500.00	0.00	46,500.00	94%	3,004.00
2600	Roads, Walks and Curbs	$ 22,540	21,000.00	1,540.00	0.00	22,540.00	100%	0.00
2800	Fencing	$ 12,200	12,200.00	0.00	0.00	12,200.00	100%	0.00
2920	Seeding	$ 6,100	4,000.00	0.00	0.00	4,000.00	66%	2,100.00
3200	Rebar - Materials	$ 678,400	678,400.00	0.00	0.00	678,400.00	100%	0.00
3201	Rebar - Labor	$ 457,600	454,830.00	2,770.00	0.00	457,600.00	100%	0.00
3300	Concrete Work							
	Clarifier Splitter Structure	$ 71,760	71,760.00	0.00	0.00	71,760.00	100%	0.00
	Final Clarifier	$ 214,650	214,650.00	0.00	0.00	214,650.00	100%	0.00
	Control Structure	$ 29,075	29,071.00	0.00	0.00	29,071.00	100%	4.00
	Sludge Storage Tank	$ 2,180,839	2,180,839.00	0.00	0.00	2,180,839.00	100%	0.00
	Miscellaneous Concrete	$ 1,860.00	0.00	1,860.00	0.00	1,860.00	100%	0.00
3410	Precast Double Tees	$ 448,980	448,980.00	0.00	0.00	448,980.00	100%	0.00
3411	Precast Hollow Core Planks	W/Double Tees						

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

APPLICATION FOR PAYMENT SCHEDULE

Date of Application:
Work Completed Through:

Spec. Section	Pay Application #24 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
3460	Precast Non-Architectural Wall Panels	W/Double Tees						
5100	Structural Metals, Misc Metals and Handrail	$ 456,850	453,724.00	3,126.00	0.00	456,850.00	100%	0.00
5500	Access Hatches	$ 7,820	7,296.00	524.00	0.00	7,820.00	100%	0.00
7535	Fully Adhered Membrane Roofing & Sheet Metal	$ 279,400	274,856.00	4,544.00	0.00	279,400.00	100%	0.00
7900	Joint Sealant	$ 1,600	1,600.00	0.00	0.00	1,600.00	100%	0.00
8110	Hollow Metal Doors, Frames and Hardware	$ 22,540	22,540.00	0.00	0.00	22,540.00	100%	0.00
9960	Painting	$ 299,000	284,000.00	0.00	0.00	284,000.00	95%	15,000.00
10400	Identifying Devices	$ 3,690	1,500.00	0.00	0.00	1,500.00	41%	2,190.00
11213	Vertical Non-Clog Solids Handling Pumps	$ 212,600	212,600.00	0.00	0.00	212,600.00	100%	0.00
11214	Vertical Turbine Pumps	$ 143,100	128,990.45	0.00	0.00	128,990.45	90%	14,109.55
11311	Submersible Centrifugal Pumps	$ 17,400	17,400.00	0.00	0.00	17,400.00	100%	0.00
11312	Replace Vaughan Chopper Pump	$ 36,400	36,400.00	0.00	0.00	36,400.00	100%	0.00
11316	Progressive Cavity Pumps	$ 54,750	54,750.00	0.00	0.00	54,750.00	100%	0.00
11321	Grit Separation Equipment	$ 96,560	96,560.00	0.00	0.00	96,560.00	100%	0.00
11351	Clarifier Equipment - Suction Type Clarifier	$ 428,500	428,500.00	0.00	0.00	428,500.00	100%	0.00
11365	Gravity Actuated Rotary Distributor	$ 135,840	135,840.00	0.00	0.00	135,840.00	100%	0.00
11366	Trickling Filter Media	$ 345,600	345,600.00	0.00	0.00	345,600.00	100%	0.00
11372	***Blower Allowance***	***$ 650,000***	***483,118.19***	***0.00***	***0.00***	***483,118.19***	***74%***	***166,881.81***
11372	Blower System (Positive Displacement w/ Enclosure)	$ 4,630	4,630.00	0.00	0.00	4,630.00	100%	0.00
11374	Fine Pore Membrane Aeration Equipment	$ 82,900	54,475.00	14,213.00	0.00	68,688.00	83%	14,212.00
11376	Hybrid Blower System	$ 6,800	6,800.00	0.00	0.00	6,800.00	100%	0.00
13126	Circular Tank Covers	$ 185,300	185,300.00	0.00	0.00	185,300.00	100%	0.00
13262	Long Term Storage Mixing System	$ 266,500	266,500.00	0.00	0.00	266,500.00	100%	0.00
13263	***ATAD Equipment Replacement***	***$ 140,000***	***140,000.00***	***0.00***	***0.00***	***140,000.00***	***100%***	***0.00***
13263	ATAD Equipment Installation	$ 29,850	29,850.00	0.00	0.00	29,850.00	100%	0.00
13320	Blower Master Control Panel	$ 900	900.00	0.00	0.00	900.00	100%	0.00
13890	Slide Gates	$ 10,500	10,500.00	0.00	0.00	10,500.00	100%	0.00
13900	Fiberglass Baffles and Weir Plates	$ 31,200	31,200.00	0.00	0.00	31,200.00	100%	0.00
14620	Portable Hoist	$ 9,200	9,200.00	0.00	0.00	9,200.00	100%	0.00
15060	Process Piping - Materials	$ 307,200	302,699.51	2,200.00	0.00	304,899.51	99%	2,300.49
15060	Process Piping - Labor	$ 172,800	168,500.00	2,150.00	0.00	170,650.00	99%	2,150.00
15100	Valves - Materials	$ 744,040	744,040.00	0.00	0.00	744,040.00	100%	0.00
15130	Gauges	$ 1,600	1,600.00	0.00	0.00	1,600.00	100%	0.00
15140	Pipe Supports and Anchors	$ 11,600	10,000.00	800.00	0.00	10,800.00	93%	800.00
15150	Stainless Steel Manways w/ Blind Flanges	$ 34,500	34,500.00	0.00	0.00	34,500.00	100%	0.00
15250	Plumbing	$ 14,800	14,100.00	700.00	0.00	14,800.00	100%	0.00
15500	HVAC	$ 97,800	96,300.00	0.00	0.00	96,300.00	98%	1,500.00

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

APPLICATION FOR PAYMENT SCHEDULE

Date of Application:
Work Completed Through:

Spec. Section	Pay Application #24 Description of Work	Scheduled Value	Work Previous Application	Completed This Application	Materials Presently Stored	Total Completed & Stored to Date	% Complete	Balance To Finish
16010	Electrical - Mobilization, Permits and Job Overhead	$ 100,000	97,000.00	0.00	0.00	97,000.00	97%	3,000.00
16100	Basic Materials and Methods	$ 260,575	260,575.00	0.00	0.00	260,575.00	100%	0.00
16150	Motors	$ 20,000	19,300.00	0.00	0.00	19,300.00	97%	700.00
16400	Electrical Distribution	$ 83,000	79,505.00	1,495.00	0.00	81,000.00	98%	2,000.00
16900	Starters and Motor Control Centers	$ 463,000	463,000.00	0.00	0.00	463,000.00	100%	0.00
16950	Instrumentation and Controls	$ 958,165	650,728.00	234,162.00	0.00	884,890.00	92%	73,275.00
16990	***Computer Allowance***	***$ 50,000***	0.00	$32,873.52	0.00	32,873.52	66%	17,126.48
	Totals	**14,074,300.00**	**13,264,052.73**	**306,544.95**	**0.00**	**13,570,597.68**	**96%**	**503,702.32**
		0.00						
	Original Contract amount		14,074,300.00					
	Change Orders to date		0.00					
	Revised Contract amount		14,074,300.00					
	Value completed to date		13,570,597.68					
	Materials stored on site		0.00					
	Total Earned to date		13,570,597.68					
	Amount retained		678,529.88					
	Amount previously paid		12,600,850.09					
	Amount due this Payment		**291,217.71**					

BOLTON & MENK
Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

June 21, 2021
Project No: T22.115360
Invoice No: 0271114
Client Account: MARS

Marshall/WWTF Improvements

Marshall WWTF Improvement

Professional Services per Agreement from May 15, 2021 through June 11, 2021:

Construction Services (004)
Professional Services

	Hours	Amount	
Meetings/Hearing/Presentation			
Principal	32.00	6,080.00	
Contract Admin/Construction Engineering			
Design Engineer	8.00	1,480.00	
Construction Observation			
Senior Technician	54.00	8,370.00	
O & M Manual			
Technician	5.00	375.00	
Grant/Funding Application			
Administrative	1.00	45.00	
Specialist	2.50	325.00	
Totals	102.50	16,675.00	
Total Labor			**16,675.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Total Billings	16,675.00	587,131.98	603,806.98
Limit			900,000.00
Remaining			296,193.02

Total this Task	**$16,675.00**
Total this Invoice	**$16,675.00**

VENDOR # 0724
INVOICE # 0271114
$ AMOUNT 16,675.00
DATE 6-21-21
ACCT & PROJ # 602-49500-55120 W13
DESCRIPTION WWTF Improvements
SIGNATURE

Notice: A finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Call for a Public Hearing Regarding Proposed Property Tax Abatement at 504 Elizabeth Street.
Background Information:	Per M.S 469.1813 sub 5 The governing body of the political subdivision may approve an abatement under sections 469.1812 to 469.1815 only after holding a public hearing on the abatement. **27-143087-0** Darren & Melissa Fransen **504 Elizabeth St.**

HOMESTEAD TAX RATE		
2021 prebuild raw land value	2021 post build total value	Difference of improvement
32,800	$ 249,500.00	$ 216,700.00
taxes @ 2021 rates	taxes @ 2021 rates	
$ 116.00	$ 1,385.00	**$ 1,269.00**
city portion only		

Fiscal Impact:	NA
Alternative/ Variations:	NA
Recommendations:	To call for a public hearing for the proposed property tax abatement.

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

We are requesting a tax abatement on our new construction house at:

504 Elizabeth St
Marshall, MN 56258

Lot Two (2), Block Seven (7), Carr Subdivision I to the City of Marshall, Lyon County, Minnesota

Sincerely,
Darren and Melissa Fransen

City of Marshall

Tax Abatement Policy

for New Construction of Single and Multi-Family Homes

Intent

The purpose of the City of Marshall Tax Abatement Policy for New Construction of Single and Multi-Family Homes (of 12 units or less) is to provide incentives in Marshall to encourage the construction of new owner occupied and residential rental housing units and increase the value of the future tax base for Marshall taxpayers.

Duration

This policy is in effect from July 24th, 2018, to December 31, 2022, and may be modified or rescinded at any time by the Marshall City Council.

Tax Abatement Authority

Minnesota Statute § 469.1813 grants a political subdivision the authority to abate property taxes.

Eligible Participants

Any person or entity who constructs a new single-family home, duplex, or multi-family complex consisting of 12 units or less, and who files application material and seeks formal approval from the City of Marshall between July 24, 2018, and December 31, 2022, may be eligible to receive a tax abatement of the City's increased real estate taxes as a result of building newly constructed housing or a home, for a period of two (2) years provided all of the following are met:

1. Property is located within the City of Marshall and zoned and permitted properly for the proposed development project.
2. The applicant has not and will not receive other local public financial assistance such as Tax Increment Financing (TIF) or any other forms of incentive that are prohibited by state statute to be used with Tax Abatement. However, this program will coordinate with other local government tax abatement programs (ex. Lyon County)
3. Project is built to building codes adopted at the time building permit is obtained.
4. Property taxes are current and paid on time and in full.
5. Program approval is obtained for building permits pulled after July 24, 2018.

Each abatement application will be individually considered by the Marshall City Council. The city council reserves the right to accept or reject any application for any reason. When an abatement is approved, the city portion of annual real estate taxes will be returned via a single payment made to the taxpayer of record as of December 1st to be issued by December 30th for that calendar year.

The abatement period will begin two taxes payable years following the year of application, or not more than two years following approval of the taxing authority's resolution, whichever is first, and shall continue for two (2) years. Example: If an application is made in 2018, then 2021 would be the first year the owner of record as of December will receive an abatement check. The following is an example of a time timeline for tax abatement if an application was made in 2018:

Year 1	Application Year	2018	Application made = house 50% complete, improvements will be reflected on EMV as of 1/2/2019	Taxes due on vacant lot (1/2/2017 EMV)
Year 2	Build and partial valuation	2019	House is 100% Complete = house completed during this year = improvements will be reflected on EMV as of 1/2/2020	Taxes due on vacant lot (1/2/2018 EMV)
Year 3	Build and partial valuation	2020	House is 100% complete	Taxes due on 50% completion (1/2/2019 EMV)
Year 4	100% of City portion	2021	House is 100% complete	Taxes due on 100% -1st year of abatement (1/2/20 EMV)
Year 5	100% of City portion	2022	House is 100% complete	Taxes due on 100% - 2nd year of abatement (1/2/2021 EMV)

The abatement will transfer with the sale of the property for the balance of the two-year abatement period. *The maximum abatement amount any individual property can receive over 2 years is $20,000.

This abatement does not apply to, or include, existing and/or new special assessments to the property.

Application Procedure
Statute requires the City to approve each abatement application. Thus, all applications will be considered on a "first come - first served" basis.

A complete application for Abatement shall consist of:

- An application requesting abatement for eligible projects addressed to the City of Marshall City Clerk and remittance of an application fee, (application attached)
- Legal description of the subject property, including address and property identification number.
- A site plan and construction plan for the proposed project.
- A copy of the building permit.

Applications are to be submitted to the City of Marshall City Clerk. The City Clerk will forward the completed application to the City Council for consideration. The City Council shall schedule a date for a public hearing on the abatement request(s) pursuant to Minn. Stat. § 469.1812 to § 469.1815 to receive input on each abatement request and shall pass a resolution to approve or deny said application.

The City is solely responsible for its share of property tax abatements and this policy does not allow the City to abate County, Township or School District property taxes.

Final Statement
From a valuation and timing standpoint, the intent is to provide the maximum amount of abatement for two years. This means that if a home is only at partial value, they could pay the partial value, and wait until the full calendar year of full valuation to maximize the benefit received. Staff will work to accommodate this.

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

Property Information:

Location: 504 Elizabeth St Access Road: _____
Section: 0 Township: 0 Range: 0 Property Identification Number: 27-143087-0
Legal Description: Lot 2, Block 7, Carr Subdivision 1, City of Marshall, Lyon County, Minnesota
(attach if needed)
Parcel Width: 102 (feet) Length: 154 (feet) Acres: _____

Applicant Information:

Applicant Name: Darren Fransen Phone: 605-261-6890 (h) _____ (w)
Mailing Address: 504 Elizabeth St, Marshall, MN, 56258
Applicant Signature: Darren Fransen

Owner Information:

Owner Name: Darren Fransen Phone: 605-261-6890 (h) _____ (w)
Mailing Address: 504 Elizabeth St Marshall, MN 56258
Owner Signature: Darren Fransen
Contractors or Contract for Deed Holders – owner must sign the application.

Company Information:

Owner Name: _____ Phone: _____ Fax: _____
Location: _____
Type of Company: _____ Service Provided: _____

Please attach the following documentation:

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

Return Completed Applications to:
City Clerk
City of Marshall
344 West Main St.
Marshall, MN 56258

CITY OF MARSHALL
344 WEST MAIN
MARSHALL, MN 56258-1313
(507) 537-6773 FAX: (507) 537-6830

2020-00298

DATE ISSUED:07/15/2020

BUILDING PERMIT

PERMIT NUMBER	:	2020-00298
ADDRESS	:	504 ELIZABETH ST
PIN	:	27-143087-0
LEGAL DESC	:	CARR SUBDIVISION 1
PERMIT TYPE	:	BUILDING
PROPERTY TYPE	:	SINGLE FAMILY
CONSTRUCTION TYPE	:	NEW BUILDING
VALUATION	:	$ 225,000.00

NOTE: NEW BUILDING -

APPLICANT

ACE HOME & HARDWARE
500 N. HIGHWAY 59
PO BOX 831
MARSHALL, MN 56258
(507) 532-3296

OWNER

CARR, JAMES C
PO BOX 1215
MARSHALL, MN 56258-0000

PERMIT FEE			1,508.25
PLAN REVIEW RESIDENTIAL			527.89
STATE SURCHARGE BLDG VAL			112.50
		TOTAL	**2,148.64**
Payment(s)			
CREDIT CARD	0661	1105	2,148.64

AGREEMENT

All provisions of law and ordinances governing this type of work shall be complied with whether specified herein or not. Separate application must be secured for plumbing work and all electrical work must be inspected by the State Electrical Inspector.

No work shall begin until the Building Permit is signed and issued by the Building Official.

PERMIT: In consideration of the statements and representations made in the above application filed with the Office of the City Engineer, Marshall, Minnesota, this Permit is hereby granted to the applicant. This Permit is granted upon the expressed conditions that said owner and his agents, workmen and employees shall comply in all respects with the ordinances and regulations of the City of Marshall and the State of Minnesota. The granting of a permit does not give authority to violate any provisions of State or Local Law regulating building. Not all deficiencies in documents may have been addressed and/or noted and that shall not be construed as an approval of such code deficiencies. Review for code compliance will continue during inspections as construction progresses. This Permit expires if work is not commenced within 180 days or if work is suspended for 180 days.

Building Official

7-15-20
Date

CITY OF MARSHALL
344 WEST MAIN
MARSHALL, MN 56258-1313
(507) 537-6773 FAX: (507) 537-6830

2020-00297

DATE ISSUED:06/29/2020

DRIVEWAY PERMIT

PERMIT NUMBER	:	2020-00297
ADDRESS	:	504 ELIZABETH ST
PIN	:	27-143087-0
LEGAL DESC	:	CARR SUBDIVISION 1
PERMIT TYPE	:	DRIVEWAY
PROPERTY TYPE	:	SINGLE FAMILY
CONSTRUCTION TYPE	:	N/A

APPLICANT

ACE HOME & HARDWARE
500 N. HIGHWAY 59
PO BOX 831
MARSHALL, MN 56258
(507) 532-3296

OWNER

CARR, JAMES C
PO BOX 1215
MARSHALL, MN 56258-0000

DRIVEWAY DEPOSIT			300.00
DRIVEWAY INSPECTION FEE			50.00
		TOTAL	**350.00**
Payment(s)			
CREDIT CARD	0661	1105	350.00

AGREEMENT

Driveway and / or sidewalk shall be constructed to conform to the regulations and standards of the State of Minnesota and the City of Marshall including ADA requirements and any special provisions required by the City Engineer. Gopher State One Call shall be contacted at 800-252-1166 before any excavation begins. An applicant will be responsible for replacement of the right-of-way to its original condition and arrangement for inspection by the City Engineer. The owner will forfeit a deposit if repairs are not completed in compliance with the City and State law.

In consideration of the statements and representations made in the above application filed with the Office of the City Engineer, Marshall, Minnesota, this Permit is hereby granted to the applicant. This Permit is granted upon the expressed conditions that said owner and his agents, workmen and employees, shall comply in all respects with the ordinance and regulations of the City of Marshall, and the State of Minnesota.

City Engineer

City Approval

6-29-2020

Date

CITY OF MARSHALL
344 WEST MAIN
MARSHALL, MN 56258-1313
(507) 537-6773 FAX: (507) 537-6830

2020-00299

DATE ISSUED:06/29/2020

LAND DISTURBANCE PERMIT

PERMIT NUMBER	:	2020-00299
ADDRESS	:	504 ELIZABETH ST
PIN	:	27-143087-0
LEGAL DESC	:	CARR SUBDIVISION 1
PERMIT TYPE	:	LAND DISTURBANCE
PROPERTY TYPE	:	SINGLE FAMILY
CONSTRUCTION TYPE	:	N/A

LAND DISTURBANCE FEE 1

APPLICANT

ACE HOME & HARDWARE
500 N. HIGHWAY 59
PO BOX 831
MARSHALL, MN 56258
(507) 532-3296

OWNER

CARR, JAMES C
PO BOX 1215
MARSHALL, MN 56258-0000

LAND DISTURBANCE FEE			35.00
		TOTAL	35.00
Payment(s)			
CREDIT CARD	0661	1105	35.00

AGREEMENT

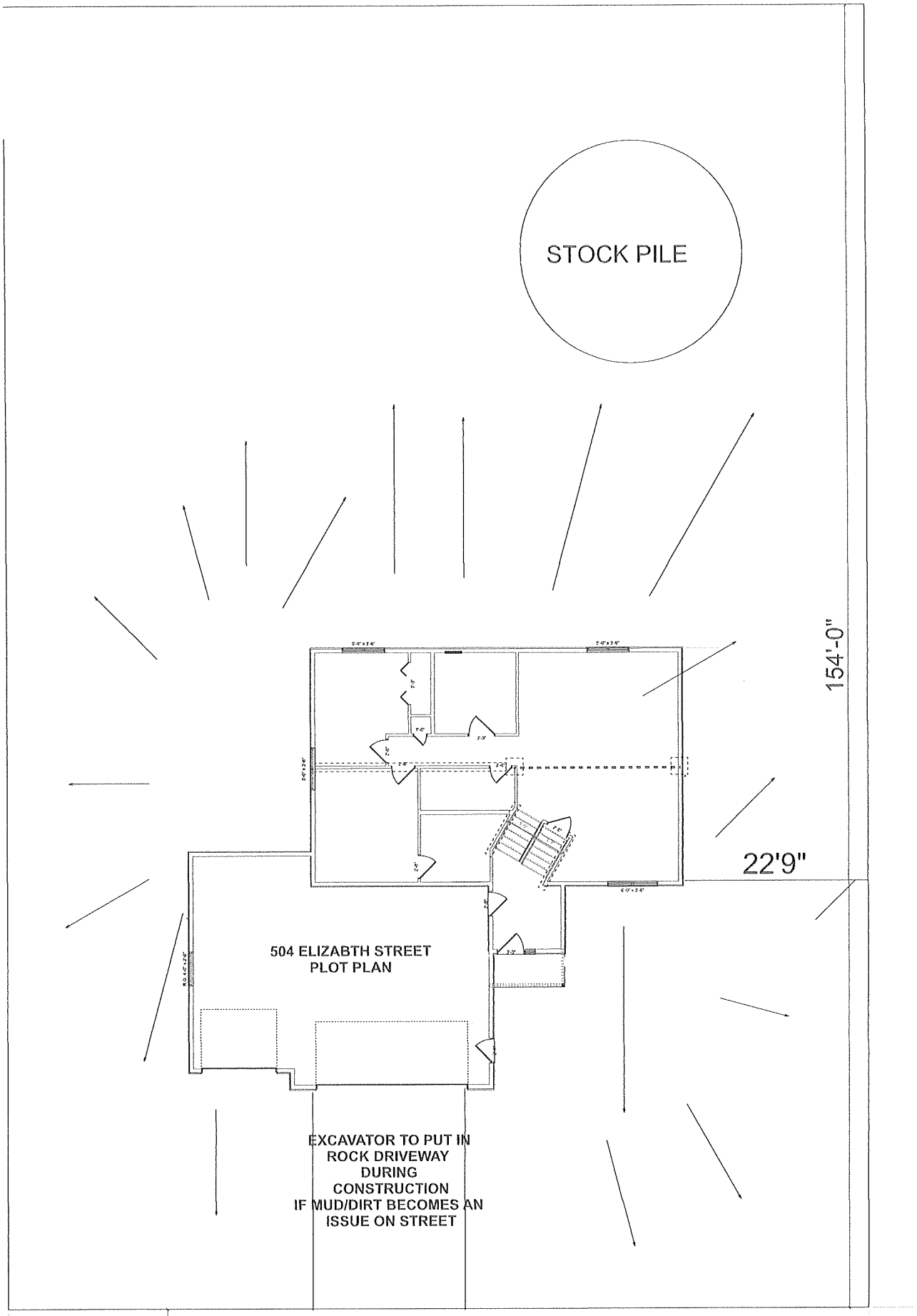
All provisions of law and ordinances governing this type of work shall be complied with whether specified herein or not. Separate application must be secured for construction work and all building work must be inspected by the City Building Inspector.

No work shall begin until the Land Disturbance Permit is signed and issued.

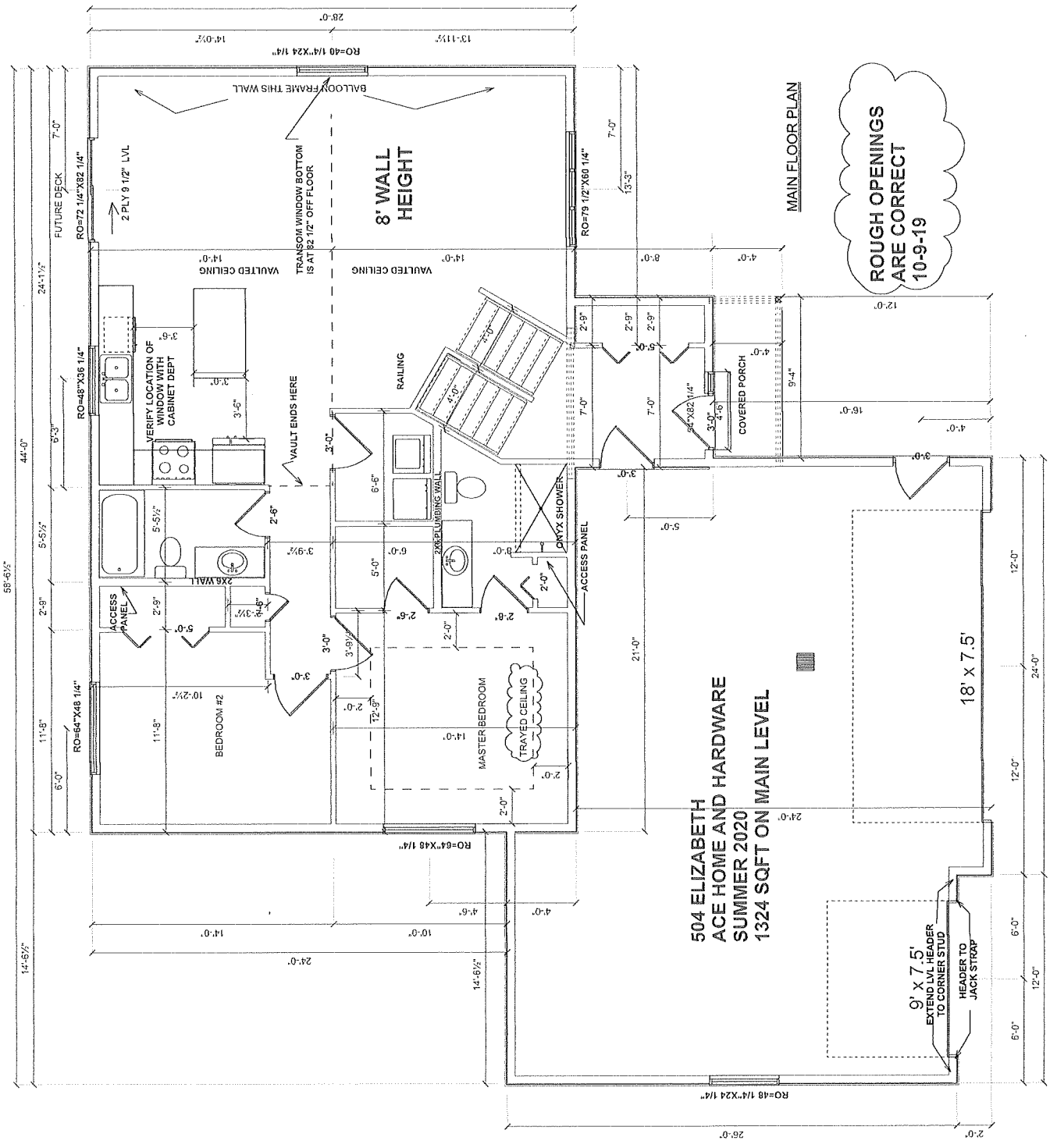
PERMIT: In consideration of the statements and representations made in the above application filed with the Office of the City Engineer, Marshall, Minnesota, this Permit is hereby granted to the applicant. This Permit is granted upon the expressed conditions that said owner and his agents, workmen and employees shall comply in all respects with the ordinances and regulations of the City of Marshall and the State of Minnesota. Not all deficiencies in documents may have been addressed and/or noted and that shall not be construed as an approval of such code deficiencies. Review for compliance will continue during inspections as construction progresses. This Permit expires if work is not commenced within 180 days or if work is suspended for 180 days

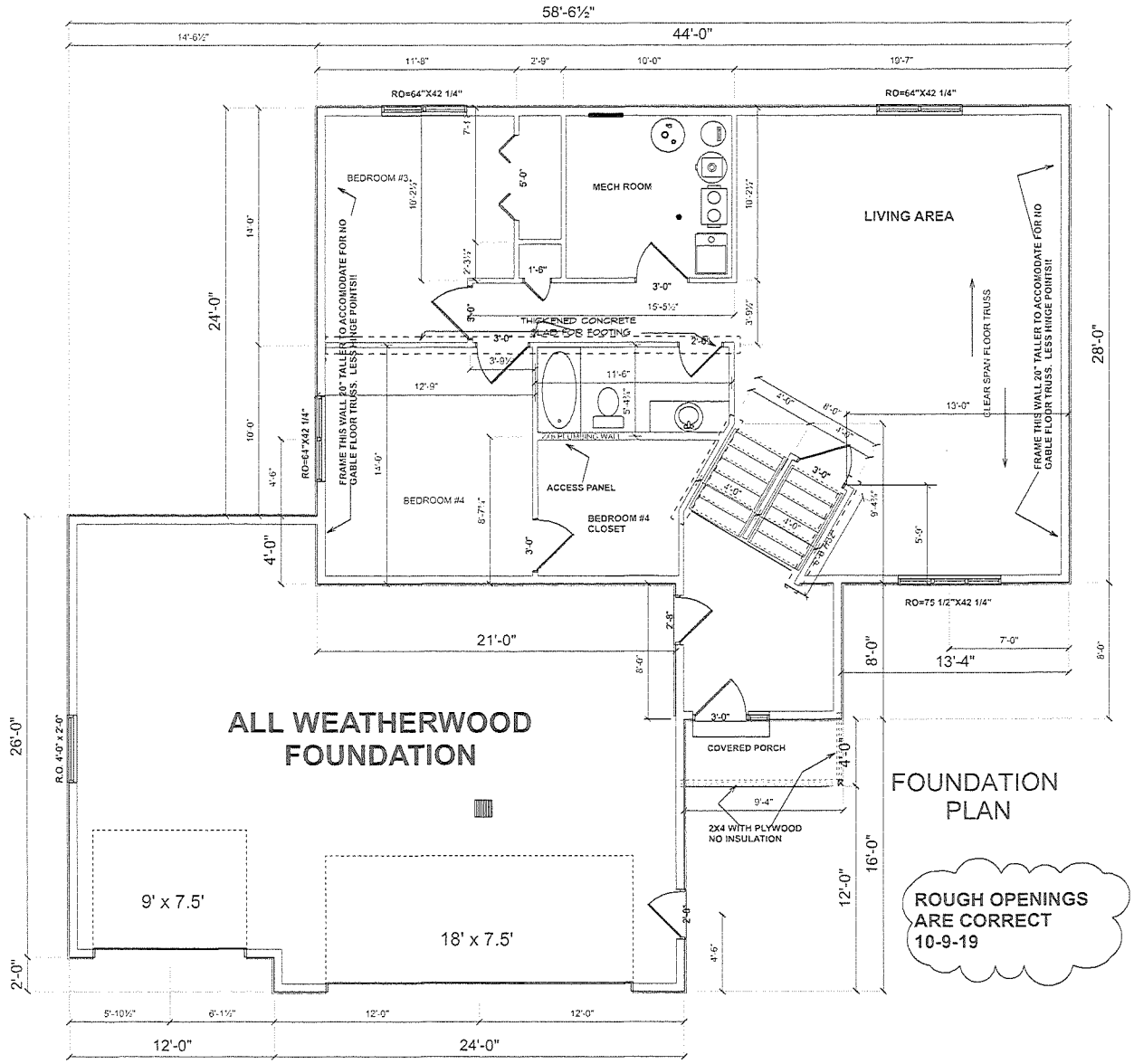
City Engineer

6-29-2020
Date


STOCK PILE
154'-0"
22'9"
504 ELIZABTH STREET
PLOT PLAN
EXCAVATOR TO PUT IN
ROCK DRIVEWAY
DURING
CONSTRUCTION
IF MUD/DIRT BECOMES AN
ISSUE ON STREET
102'-0"
EXCAVATOR TO LEAVE
BUFFER STRIP IN PLACE DURING
CONSTRUCTION
BUFFER STRIP
BUFFER STRIP
BUFFER STRIP
BUFFER STRIP
BUFFER STRIP
INLET PROTECTION
IF NEEDED
ELIZABETH STREET

FRONT ELEVATION


MAIN FLOOR PLAN
ROUGH OPENINGS
ARE CORRECT
10-9-19
504 ELIZABETH
ACE HOME AND HARDWARE
SUMMER 2020
1324 SQFT ON MAIN LEVEL
8' WALL
HEIGHT
VAULTED CEILING
VAULT ENDS HERE
VERIFY LOCATION OF
WINDOW WITH
CABINET DEPT
TRANSOM WINDOW BOTTOM
IS AT 82 1/2" OFF FLOOR
BALLOON FRAME THIS WALL
2 PLY 9 1/2" LVL
FUTURE DECK
RAILING
COVERED PORCH
ONYX SHOWER
ACCESS PANEL
2X6 PLUMBING WALL
2X6 WALL
BEDROOM #2
MASTER BEDROOM
TRAYED CEILING
18' x 7.5'
9' x 7.5'
EXTEND LVL HEADER
TO CORNER STUD
HEADER TO
JACK STRAP
RO=40 1/4"X24 1/4"
RO=72 1/4"X82 1/4"
RO=48"X36 1/4"
RO=64"X48 1/4"
RO=79 1/2"X60 1/4"
RO=64 1/4"X24 1/4"
RO=48 1/4"X24 1/4"



ALLOW 1610 SQFT FOR DRIVEWAY AND SIDEWALK

CITY OF MARSHALL
NOTICE OF PUBLIC HEARING REGARDING PROPOSED PROPERTY TAX ABATEMENT
FOR HOME TAX ABATEMENT APPLICANT DARREN & MELISSA FRANSEN

NOTICE IS HEREBY GIVEN that the City Council of the City of Marshall Minnesota (the "City"), will hold a public hearing at a meeting of the Council beginning at 5:30 p.m., on July 27, 2021 to be held at City Hall, 344 West Main Street, in Marshall, Minnesota, on the request of Home Tax Abatement Applicant that the City abate a portion of property taxes levied by the City in connection with the construction house structure. The property is located within the City and is currently identified as Parcel No. 27-143087-0. The approximate amount of assistance is $2,538 over a maximum period of 2 years. The City Council will consider granting a property tax abatement in response to the request.

Information about the proposed tax abatement will be on file and available for public inspection at the office of the City Clerk at City Hall.

All interested persons may appear at the public hearing and present their views orally or in writing. Following the public hearing, the City Council will take action concerning the adoption or rejection of the proposed tax abatement application.

July 13, 2021

Kyle Box
City Clerk

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of a Temporary On-Sale Intoxicating Liquor License for the Marshall Area Chamber of Commerce.
Background Information:	Attached is an application for a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce to use at Horvath Funeral Home, 404 W. Lyon St., Marshall, MN on July 28, 2021.
Fiscal Impact:	$30.00/day
Alternative/ Variations:	None recommended
Recommendations:	To approve a Temporary On-Sale Liquor License for the Marshall Area Chamber of Commerce to use at Horvath Funeral Home, 404 W. Lyon St., Marshall, MN on July 28, 2021.

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date organized	Tax exempt number
Marshall Area Chamber of Commerce	2-11-1930	[redacted]

Address	City	State	Zip Code
118 W. College Dr.	Marshall	Minnesota	56258

Name of person making application	Business phone	Home phone
Brad Gruhot	507.532.4484	

Date(s) of event: July 28th, 2021

Type of organization: ☐ Club ☐ Charitable ☐ Religious ☐ Other non-profit

	Organization officer's name	City	State	Zip
X	Mike, Fox	Marshall	Minnesota	56258

Add New Officer

Location where permit will be used. If an outdoor area, describe.
Horvath Funeral Home
404 W. Lyon St., Marshall, MN 56258

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

—

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

—

APPROVAL

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

City of Marshall
City or County approving the license

$30.00
Fee Amount

7/8/21
Date Fee Paid

Signature City Clerk or County Official

Date Approved: 7/28/21
Permit Date

Kyle.Box@ci.marshall.mn.us
City or County E-mail Address

507-537-6775
City or County Phone Number

Approved Director Alcohol and Gambling Enforcement

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

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

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider the renewal of On-Sale Wine and On-Sale 3.2% Licenses.
Background Information:	Applications have been received from Hunan Lion and D's Thai for the renewal of On-Sale Wine and On-Sale 3.2% intoxicating liquor licenses. These licensees opted not to renew their licenses at the end of 2020 until now. The applications have been reviewed by staff and if approved will be sent to the State of Minnesota for final review and approval.
Fiscal Impact:	2021 License Fees (half) Wine License - $300 On-Sale 3.2% Intoxicating Liquor - $125
Alternative/ Variations:	None Recommended
Recommendations:	To approve the renewal of On-Sale Wine and On-Sale 3.2% licenses pending all requirements have been met.

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CONSENT AGENDA
Type:	ACTION
Subject:	Consider approval of the bills/project payments
Background Information:	Staff encourages the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	Approve the bills/project payments

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-REG AP						
0578	AMAZON CAPITAL SERVICES	06/25/2021	EFT	0.00	193.24	7036
0658	AP DESIGN	06/25/2021	EFT	0.00	4,036.84	7037
0688	BELLBOY CORPORATION	06/25/2021	EFT	0.00	2,698.50	7038
0724	BOLTON & MENK INC	06/25/2021	EFT	0.00	26,615.70	7039
0726	BORCHS SPORTING GOODS	06/25/2021	EFT	0.00	1,212.96	7040
0380	CALLENS, DAVID	06/25/2021	EFT	0.00	168.00	7041
0815	CATTOOR OIL COMPANY INC	06/25/2021	EFT	0.00	2,128.00	7042
0875	COMPUTER MAN INC	06/25/2021	EFT	0.00	5,619.00	7043
0934	D & G EXCAVATING INC	06/25/2021	EFT	0.00	203,321.46	7044
5731	DOLL DISTRIBUTING	06/25/2021	EFT	0.00	17,786.00	7045
1020	DUININCK BROS., INC.	06/25/2021	EFT	0.00	311,875.73	7046
1243	HARDWARE HANK	06/25/2021	EFT	0.00	234.95	7047
1507	LOCHER BROTHERS INC	06/25/2021	EFT	0.00	2,815.90	7048
1548	LYON COUNTY LANDFILL	06/25/2021	EFT	0.00	879.30	7049
1565	MACQUEEN EQUIPMENT INC.	06/25/2021	EFT	0.00	2,176.24	7050
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	06/25/2021	EFT	0.00	148.99	7051
1637	MARSHALL PUBLIC SCHOOLS	06/25/2021	EFT	0.00	8,500.00	7052
1839	MINNESOTA VALLEY TESTING LABS INC	06/25/2021	EFT	0.00	129.60	7053
1690	MOBILE HEALTH SERVICES LLC	06/25/2021	EFT	0.00	371.00	7054
1938	NEWMAN SIGNS	06/25/2021	EFT	0.00	374.92	7055
1946	NORTH CENTRAL LABS	06/25/2021	EFT	0.00	1,652.97	7056
5891	ONE OFFICE SOLUTION	06/25/2021	EFT	0.00	367.51	7057
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	06/25/2021	EFT	0.00	23.70	7058
2201	RUNNINGS SUPPLY INC	06/25/2021	EFT	0.00	495.97	7059
4855	SOUTHERN GLAZER'S OF MN	06/25/2021	EFT	0.00	16,709.23	7060
4734	TESSMAN COMPANY	06/25/2021	EFT	0.00	868.93	7061
2511	USA BLUE BOOK	06/25/2021	EFT	0.00	40.18	7062
4489	VERIZON WIRELESS	06/25/2021	EFT	0.00	1,414.09	7063
2538	VIKING COCA COLA BOTTLING COMPANY	06/25/2021	EFT	0.00	812.45	7064
6128	ACTION CO LLC	07/02/2021	EFT	0.00	46.95	7065
0560	AFSCME COUNCIL 65	07/02/2021	EFT	0.00	1,384.80	7066
0578	AMAZON CAPITAL SERVICES	07/02/2021	EFT	0.00	721.35	7067
5837	ANDERSON, JASON	07/02/2021	EFT	0.00	80.00	7068
2340	BAKER TILLY MUNICIPAL ADVISORS, LLC	07/02/2021	EFT	0.00	8,600.00	7069
5327	BAUMANN, ADAM	07/02/2021	EFT	0.00	30.00	7070
0688	BELLBOY CORPORATION	07/02/2021	EFT	0.00	1,314.68	7071
6471	BERGANKDV LTD	07/02/2021	EFT	0.00	1,170.00	7072
0726	BORCHS SPORTING GOODS	07/02/2021	EFT	0.00	414.00	7073
0018	BORDER STATES ELECTRIC SUPPLY	07/02/2021	EFT	0.00	192.25	7074
4506	BOT, JOSEPH	07/02/2021	EFT	0.00	696.00	7075
6231	BOX, KYLE	07/02/2021	EFT	0.00	30.00	7076
3568	BRUNSVOLD, QUENTIN	07/02/2021	EFT	0.00	30.00	7077
0728	BUFFALO RIDGE CONCRETE,INC	07/02/2021	EFT	0.00	1,388.55	7078
0378	BUYSSE, JASON	07/02/2021	EFT	0.00	30.00	7079
0380	CALLENS, DAVID	07/02/2021	EFT	0.00	30.00	7080
0815	CATTOOR OIL COMPANY INC	07/02/2021	EFT	0.00	231.78	7081
0818	CAUWELS, ROGER	07/02/2021	EFT	0.00	30.00	7082
0875	COMPUTER MAN INC	07/02/2021	EFT	0.00	4,550.00	7083
0384	COUDRON, DEAN	07/02/2021	EFT	0.00	30.00	7084
6537	DEHN, JESSIE	07/02/2021	EFT	0.00	70.00	7085
6472	DEUTZ, LAUREN	07/02/2021	EFT	0.00	80.00	7086
5731	DOLL DISTRIBUTING	07/02/2021	EFT	0.00	14,126.20	7087
1020	DUININCK BROS., INC.	07/02/2021	EFT	0.00	803.20	7088
4753	ENTERPRISE LEASING CO	07/02/2021	EFT	0.00	147.71	7089

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1090	FASTENAL COMPANY	07/02/2021	EFT	0.00	112.61	7090
1158	GALLS INC	07/02/2021	EFT	0.00	142.16	7091
1243	HARDWARE HANK	07/02/2021	EFT	0.00	222.88	7092
1267	HEIMAN INC.	07/02/2021	EFT	0.00	72.00	7093
5515	HOFFMANN, RYAN	07/02/2021	EFT	0.00	30.00	7094
4885	HORIZON COMMERCIAL POOL SUPPLY	07/02/2021	EFT	0.00	5,617.88	7095
0450	KOPITSKI, JASON	07/02/2021	EFT	0.00	30.00	7096
5377	KRUK, CHRISTOPHER	07/02/2021	EFT	0.00	30.00	7097
6629	KURITA AMERICA INC	07/02/2021	EFT	0.00	3,870.00	7098
5138	L & A SYSTEMS, LLC	07/02/2021	EFT	0.00	104.21	7099
1480	LAW ENFORCEMENT LABOR SERVICE INC	07/02/2021	EFT	0.00	1,270.00	7100
6183	LEE, JERRED	07/02/2021	EFT	0.00	30.00	7101
6323	LUTHER, ERIC	07/02/2021	EFT	0.00	30.00	7102
1531	LYON COUNTY AUDITOR-TREASURER	07/02/2021	EFT	0.00	532.27	7103
1548	LYON COUNTY LANDFILL	07/02/2021	EFT	0.00	332.65	7104
1571	MADISON NATIONAL LIFE INSURANCE COMPANY	07/02/2021	EFT	0.00	1,071.86	7105
1604	MARSHALL AREA CHAMBER OF COMMERCE	07/02/2021	EFT	0.00	200.00	7106
1616	MARSHALL CONVENTION & VISITORS BUREAU	07/02/2021	EFT	0.00	5,300.00	7107
0460	MARSHALL JAMES	07/02/2021	EFT	0.00	317.50	7108
1635	MARSHALL NORTHWEST PIPE FITTINGS INC	07/02/2021	EFT	0.00	209.82	7109
1637	MARSHALL PUBLIC SCHOOLS	07/02/2021	EFT	0.00	12,762.11	7110
1695	MEIER ELECTRIC INC	07/02/2021	EFT	0.00	500.14	7111
6025	MELLENTHIN, CODY	07/02/2021	EFT	0.00	30.00	7112
3971	MEULEBROECK, ANDY	07/02/2021	EFT	0.00	30.00	7113
1923	NCPERS MN GROUP LIFE INS.	07/02/2021	EFT	0.00	352.00	7114
3809	O'REILLY AUTOMOTIVE STORES, INC	07/02/2021	EFT	0.00	19.47	7115
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	07/02/2021	EFT	0.00	11.85	7116
2049	PLUNKETTS PEST CONTROL INC	07/02/2021	EFT	0.00	39.09	7117
0477	PRZYBILLA, SCOTT	07/02/2021	EFT	0.00	30.00	7118
6166	PULVER MOTOR SVC, LLC	07/02/2021	EFT	0.00	75.00	7119
2096	QUARNSTROM & DOERING, PA	07/02/2021	EFT	0.00	10,874.67	7120
4939	RECSUPPLY	07/02/2021	EFT	0.00	4,283.90	7121
4826	RIEKE, BENJAMIN	07/02/2021	EFT	0.00	30.00	7122
5867	ROUND LAKE VINEYARDS & WINERY	07/02/2021	EFT	0.00	144.00	7123
2201	RUNNINGS SUPPLY INC	07/02/2021	EFT	0.00	32.56	7124
5556	SANDGREN, KAYLYNN	07/02/2021	EFT	0.00	30.00	7125
6251	SHRED RIGHT	07/02/2021	EFT	0.00	15.00	7126
4855	SOUTHERN GLAZER'S OF MN	07/02/2021	EFT	0.00	6,291.16	7127
2311	SOUTHWEST GLASS CENTER	07/02/2021	EFT	0.00	168.90	7128
0491	ST AUBIN, GREGORY	07/02/2021	EFT	0.00	30.00	7129
4134	STENSRUD, PRESTON	07/02/2021	EFT	0.00	30.00	7130
5491	STORM, ANNETTE	07/02/2021	EFT	0.00	80.00	7131
6706	SUN LIFE FINANCIAL	07/02/2021	EFT	0.00	1,640.06	7132
3342	TRUEDSON, SCOTT	07/02/2021	EFT	0.00	30.00	7134
6092	VANDERMILLEN, SCOTT	07/02/2021	EFT	0.00	80.00	7135
0512	VANLEEUWE, SARA J.	07/02/2021	EFT	0.00	70.00	7136
0513	VANMOER, ROBERT	07/02/2021	EFT	0.00	30.00	7137
4489	VERIZON WIRELESS	07/02/2021	EFT	0.00	449.32	7138
6113	VERSA-VEND VENDING INC	07/02/2021	EFT	0.00	802.32	7139
2538	VIKING COCA COLA BOTTLING COMPANY	07/02/2021	EFT	0.00	494.35	7140
4594	VINOCUPIA	07/02/2021	EFT	0.00	1,022.12	7141
2591	WESTERN PRINT GROUP	07/02/2021	EFT	0.00	1,245.00	7142
0527	3D SPECIALTIES, INC.	07/09/2021	EFT	0.00	2,628.85	7143
4549	A & B BUSINESS, INC	07/09/2021	EFT	0.00	1,989.89	7144
0567	ALEX AIR APPARATUS INC	07/09/2021	EFT	0.00	934.40	7145
0578	AMAZON CAPITAL SERVICES	07/09/2021	EFT	0.00	86.70	7146
0583	AMERICAN FAMILY LIFE ASSURANCE CO	07/09/2021	EFT	0.00	1,964.56	7147
0658	AP DESIGN	07/09/2021	EFT	0.00	145.00	7148
0688	BELLBOY CORPORATION	07/09/2021	EFT	0.00	2,763.38	7149
6163	BLUE LINE SHARPENING & SALES	07/09/2021	EFT	0.00	575.08	7150
0018	BORDER STATES ELECTRIC SUPPLY	07/09/2021	EFT	0.00	18.81	7151

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0802	CARLSON & STEWART REFRIG INC	07/09/2021	EFT	0.00	1,100.14	7152
0875	COMPUTER MAN INC	07/09/2021	EFT	0.00	2,297.75	7153
5731	DOLL DISTRIBUTING	07/09/2021	EFT	0.00	22,611.75	7154
1020	DUININCK BROS., INC.	07/09/2021	EFT	0.00	3,533.60	7155
1090	FASTENAL COMPANY	07/09/2021	EFT	0.00	160.17	7156
1243	HARDWARE HANK	07/09/2021	EFT	0.00	447.46	7157
6324	HOOK, MATT	07/09/2021	EFT	0.00	50.00	7158
4885	HORIZON COMMERCIAL POOL SUPPLY	07/09/2021	EFT	0.00	167.61	7159
3564	KESTELOOT ENTERPRISES, INC	07/09/2021	EFT	0.00	193.10	7160
5095	KIBBLE EQUIPMENT	07/09/2021	EFT	0.00	186.52	7161
5138	L & A SYSTEMS, LLC	07/09/2021	EFT	0.00	2,680.43	7162
1507	LOCHER BROTHERS INC	07/09/2021	EFT	0.00	1,189.65	7163
1548	LYON COUNTY LANDFILL	07/09/2021	EFT	0.00	25.11	7164
1552	LYON COUNTY RECORDER	07/09/2021	EFT	0.00	61.05	7165
1633	MARSHALL MUNICIPAL UTILITIES	07/09/2021	EFT	0.00	360,848.00	7166
3545	MARSHALL RADIO	07/09/2021	EFT	0.00	825.00	7167
1986	NORTH CENTRAL INTERNATIONAL, INC	07/09/2021	EFT	0.00	97.14	7168
2026	PEPSI COLA BOTTLING OF PIPESTONE MN INC	07/09/2021	EFT	0.00	47.40	7169
3557	POMP'S TIRE SERVICE, INC.	07/09/2021	EFT	0.00	398.00	7170
2201	RUNNINGS SUPPLY INC	07/09/2021	EFT	0.00	2.99	7171
3495	SMSU	07/09/2021	EFT	0.00	708.75	7172
4855	SOUTHERN GLAZER'S OF MN	07/09/2021	EFT	0.00	9,639.68	7173
6277	TALKING WATERS BREWING CO, LLC	07/09/2021	EFT	0.00	930.00	7174
4734	TESSMAN COMPANY	07/09/2021	EFT	0.00	1,265.86	7175
5106	ULINE	07/09/2021	EFT	0.00	740.46	7176
6113	VERSA-VEND VENDING INC	07/09/2021	EFT	0.00	259.60	7177
0164	VESSCO, INC	07/09/2021	EFT	0.00	145.50	7178
2538	VIKING COCA COLA BOTTLING COMPANY	07/09/2021	EFT	0.00	768.60	7179
5813	ACE HOME & HARDWARE	06/24/2021	Regular	0.00	319.15	119212
6741	AMERIPUMPS	06/24/2021	Regular	0.00	92.98	119213
0630	ARCTIC GLACIER	06/24/2021	Regular	0.00	367.30	119214
0629	ARNOLD MOTOR SUPPLY	06/24/2021	Regular	0.00	11.52	119215
5447	ARTISAN BEER COMPANY	06/24/2021	Regular	0.00	712.10	119216
6041	AUTOMATIC BUILDING CONTROLS, ABC INC	06/24/2021	Regular	0.00	240.00	119217
0699	BEVERAGE WHOLESALERS	06/24/2021	Regular	0.00	33,210.05	119218
4457	BREAKTHRU BEVERAGE	06/24/2021	Regular	0.00	5,210.83	119220
3819	DACOTAH PAPER CO	06/24/2021	Regular	0.00	1,434.17	119221
5511	DVL FIRE AND SAFETY	06/24/2021	Regular	0.00	1,647.90	119222
1215	GREENWOOD NURSERY	06/24/2021	Regular	0.00	618.72	119223
1247	HARTS HEATING & REFRIGERATION INC	06/24/2021	Regular	0.00	163.95	119224
1280	HP INC	06/24/2021	Regular	0.00	381.10	119225
1325	ICMA RETIREMENT TRUST #300877	06/24/2021	Regular	0.00	50.00	119226
1399	JOHNSON BROTHERS LIQUOR COMPANY	06/24/2021	Regular	0.00	18,312.52	119227
1570	MADDEN UPHOLSTERY & HOME DECORATING INC	06/24/2021	Regular	0.00	205.00	119229
1623	MARSHALL INDEPENDENT, INC	06/24/2021	Regular	0.00	1,762.80	119230
4980	MENARDS INC	06/24/2021	Regular	0.00	272.00	119231
1711	MID-AMERICAN RESEARCH CHEMICAL	06/24/2021	Regular	0.00	321.00	119232
3555	MN DOT	06/24/2021	Regular	0.00	1,599.41	119233
1945	NORMS GTC	06/24/2021	Regular	0.00	258.60	119234
6463	OFFICE OF MNIT SERVICES	06/24/2021	Regular	0.00	640.87	119235
6796	ORIGIN WINE & SPIRITS	06/24/2021	Regular	0.00	97.69	119236
2036	PHILLIPS WINE AND SPIRITS INC	06/24/2021	Regular	0.00	8,768.60	119237
2064	POWERPLAN	06/24/2021	Regular	0.00	231.37	119239
3206	REINHART FOODS	06/24/2021	Regular	0.00	230.76	119240
5733	VAST BROADBAND	06/24/2021	Regular	0.00	2,159.37	119241
2605	WINE MERCHANTS	06/24/2021	Regular	0.00	2,112.10	119243
5813	ACE HOME & HARDWARE	06/30/2021	Regular	0.00	108.21	119244
3761	AMERICAN BOTTLING CO.	06/30/2021	Regular	0.00	97.44	119245
0630	ARCTIC GLACIER	06/30/2021	Regular	0.00	351.57	119246
5447	ARTISAN BEER COMPANY	06/30/2021	Regular	0.00	4,171.70	119247
0689	BEND RITE FABRICATION INC	06/30/2021	Regular	0.00	447.06	119248

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0699	BEVERAGE WHOLESALERS	06/30/2021	Regular	0.00	37,884.40	119249
5591	BORCHERT, STEVE	06/30/2021	Regular	0.00	168.00	119250
4457	BREAKTHRU BEVERAGE	06/30/2021	Regular	0.00	6,864.96	119251
6798	CAMPION, MIKAYLA	06/30/2021	Regular	0.00	288.70	119253
3819	DACOTAH PAPER CO	06/30/2021	Regular	0.00	214.05	119254
6799	DOWNING, VALERIE	06/30/2021	Regular	0.00	550.00	119255
5511	DVL FIRE AND SAFETY	06/30/2021	Regular	0.00	2.00	119256
1061	EMERGENCY APPARATUS MAINTENANCE INC	06/30/2021	Regular	0.00	110.32	119257
6328	ERVASTI, DARRELL	06/30/2021	Regular	0.00	1,036.06	119258
6700	EYEMED VISION CARE	06/30/2021	Regular	0.00	426.48	119259
6770	GALLAGHER BENEFIT SERVICES, INC	06/30/2021	Regular	0.00	6,511.25	119261
1215	GREENWOOD NURSERY	06/30/2021	Regular	0.00	184.27	119262
1256	HAWKINS INC	06/30/2021	Regular	0.00	5,802.33	119263
5017	JIM'S CLOTHING & SPORTING GOODS	06/30/2021	Regular	0.00	3,380.05	119264
1399	JOHNSON BROTHERS LIQUOR COMPANY	06/30/2021	Regular	0.00	7,478.06	119265
6801	LALEMAN, SPENCER	06/30/2021	Regular	0.00	226.40	119267
5606	LEGALSHIELD	06/30/2021	Regular	0.00	120.60	119268
1546	LYON COUNTY HISTORICAL SOCIETY	06/30/2021	Regular	0.00	6,000.00	119269
1553	LYON COUNTY SHERIFF'S DEPT.	06/30/2021	Regular	0.00	1,715.00	119270
6397	MARTINEZ, ADRIAN	06/30/2021	Regular	0.00	250.00	119271
4980	MENARDS INC	06/30/2021	Regular	0.00	133.36	119272
6388	MIDWEST ALARM CO.,INC	06/30/2021	Regular	0.00	641.25	119273
6440	MN PEIP-C/O MMB FISCAL SVC	06/30/2021	Regular	0.00	154,162.14	119274
5590	MN STATE HIGH SCHOOL LEAGUE REGION 3A	06/30/2021	Regular	0.00	8,377.00	119281
1883	MR COOLS CLOTHING	06/30/2021	Regular	0.00	1,120.63	119282
2019	PAUSTIS WINE COMPANY	06/30/2021	Regular	0.00	8,552.17	119283
2036	PHILLIPS WINE AND SPIRITS INC	06/30/2021	Regular	0.00	20,094.42	119284
0481	ROKEH, JASON	06/30/2021	Regular	0.00	30.00	119286
3808	STELTER, GEOFFREY	06/30/2021	Regular	0.00	30.00	119287
6800	STOCKWELL ENGINEERS	06/30/2021	Regular	0.00	9,660.00	119288
0495	SWANSON, GREGG	06/30/2021	Regular	0.00	30.00	119289
5733	VAST BROADBAND	06/30/2021	Regular	0.00	97.75	119290
6803	WAMBEKE, PAUL	06/30/2021	Regular	0.00	1,000.00	119291
0518	WENKER, JEFFREY	06/30/2021	Regular	0.00	30.00	119292
2605	WINE MERCHANTS	06/30/2021	Regular	0.00	858.83	119293
5813	ACE HOME & HARDWARE	07/09/2021	Regular	0.00	1,039.51	119294
6721	AQUARIUS WATER CONDITIONING	07/09/2021	Regular	0.00	25.78	119295
0630	ARCTIC GLACIER	07/09/2021	Regular	0.00	832.94	119296
0629	ARNOLD MOTOR SUPPLY	07/09/2021	Regular	0.00	17.63	119297
5447	ARTISAN BEER COMPANY	07/09/2021	Regular	0.00	3,632.64	119298
0689	BEND RITE FABRICATION INC	07/09/2021	Regular	0.00	255.68	119299
0699	BEVERAGE WHOLESALERS	07/09/2021	Regular	0.00	41,044.98	119300
4457	BREAKTHRU BEVERAGE	07/09/2021	Regular	0.00	6,002.66	119302
6791	CAPITAL ONE	07/09/2021	Regular	0.00	967.46	119303
0843	CHRIST EV. LUTHERAN CHURCH	07/09/2021	Regular	0.00	150.00	119306
6805	COLLINS, BETH	07/09/2021	Regular	0.00	25.00	119307
6806	COUDRON, ALOMA	07/09/2021	Regular	0.00	300.00	119308
3819	DACOTAH PAPER CO	07/09/2021	Regular	0.00	284.06	119309
6807	GREVE, TOM & VICKY	07/09/2021	Regular	0.00	300.00	119310
0427	HARBO, MARK	07/09/2021	Regular	0.00	300.00	119311
1280	HP INC	07/09/2021	Regular	0.00	128.00	119312
1343	INDEPENDENT LUMBER OF MARSHALL INC	07/09/2021	Regular	0.00	32.54	119313
6808	JM DEVELOPMENT	07/09/2021	Regular	0.00	300.00	119314
1399	JOHNSON BROTHERS LIQUOR COMPANY	07/09/2021	Regular	0.00	9,139.73	119315
6809	LOUWAGIE, MICHAEL & CATHERINE	07/09/2021	Regular	0.00	300.00	119317
3034	LOZINSKI, JIM	07/09/2021	Regular	0.00	300.00	119318
1553	LYON COUNTY SHERIFF'S DEPT.	07/09/2021	Regular	0.00	210.00	119319
4424	MAAP	07/09/2021	Regular	0.00	95.00	119320
4246	MARK DEUTZ CONSTRUCTION, INC.	07/09/2021	Regular	0.00	300.00	119321
1649	MARSHALL TRUCK SALVAGE INC.	07/09/2021	Regular	0.00	4.00	119322
4980	MENARDS INC	07/09/2021	Regular	0.00	1,424.80	119323

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1824	MN STATE FIRE CHIEFS ASSOCIATION	07/09/2021	Regular	0.00	1,000.00	119325
2036	PHILLIPS WINE AND SPIRITS INC	07/09/2021	Regular	0.00	7,025.17	119326
2064	POWERPLAN	07/09/2021	Regular	0.00	159.71	119328
4963	PYROTECHNIC DISPLAY, INC.	07/09/2021	Regular	0.00	11,800.00	119329
5692	RG & RJ PROPERTIES,LLP	07/09/2021	Regular	0.00	355.00	119330
6785	STEEN, MATTHEW & LAUREL	07/09/2021	Regular	0.00	300.00	119331
6810	STEVENS, RONALD & BARBARA	07/09/2021	Regular	0.00	300.00	119332
6811	SWENSON, TIMMY & DONNA	07/09/2021	Regular	0.00	300.00	119333
6804	THEODOSOPOULOS, TRIFON	07/09/2021	Regular	0.00	4,200.00	119334
6169	UNITED STATES ICE RINK ASSOCIATION	07/09/2021	Regular	0.00	275.00	119335
5733	VAST BROADBAND	07/09/2021	Regular	0.00	246.02	119336
2557	WARNING LITES OF MN INC	07/09/2021	Regular	0.00	1,534.50	119337
2583	WEST CENTRAL FIREFIGHTERS ASSOCIATION	07/09/2021	Regular	0.00	55.00	119338
2605	WINE MERCHANTS	07/09/2021	Regular	0.00	3,180.39	119339
2512	NATIONWIDE RETIREMENT	06/25/2021	Bank Draft	0.00	200.00	DFT0000922
2513	NATIONWIDE RETIREMENT-FIRE	06/25/2021	Bank Draft	0.00	53.98	DFT0000923
3443	VALIC DEFERRED COMP	06/25/2021	Bank Draft	0.00	1,172.00	DFT0000924
3443	VALIC DEFERRED COMP	06/25/2021	Bank Draft	0.00	113.31	DFT0000925
3443	VALIC DEFERRED COMP	06/25/2021	Bank Draft	0.00	1,650.00	DFT0000926
1757	MN CHILD SUPPORT PAYMENT CENTER	06/25/2021	Bank Draft	0.00	356.25	DFT0000927
1757	MN CHILD SUPPORT PAYMENT CENTER	06/25/2021	Bank Draft	0.00	287.49	DFT0000928
4805	FURTHER	06/25/2021	Bank Draft	0.00	9,482.33	DFT0000929
2028	PERA OF MINNESOTA REG	06/25/2021	Bank Draft	0.00	51,553.27	DFT0000930
0966	DELTA DENTAL OF MINNESOTA	06/25/2021	Bank Draft	0.00	4,892.92	DFT0000931
3669	MINNESOTA STATE RETIREMENT SYSTEM	06/25/2021	Bank Draft	0.00	7,692.68	DFT0000932
6085	VOYA - INVESTORS CHOICE	06/25/2021	Bank Draft	0.00	1,828.24	DFT0000933
4805	FURTHER	06/25/2021	Bank Draft	0.00	7,625.42	DFT0000934
1358	INTERNAL REVENUE SERVICE	06/25/2021	Bank Draft	0.00	31,096.56	DFT0000935
1358	INTERNAL REVENUE SERVICE	06/25/2021	Bank Draft	0.00	25,376.75	DFT0000936
1358	INTERNAL REVENUE SERVICE	06/25/2021	Bank Draft	0.00	9,004.68	DFT0000937
1818	MN REVENUE	06/25/2021	Bank Draft	0.00	12,072.66	DFT0000938
1358	INTERNAL REVENUE SERVICE	06/23/2021	Bank Draft	0.00	12.40	DFT0000939
1358	INTERNAL REVENUE SERVICE	06/23/2021	Bank Draft	0.00	12.00	DFT0000940
1358	INTERNAL REVENUE SERVICE	06/23/2021	Bank Draft	0.00	2.90	DFT0000941
1818	MN REVENUE	06/23/2021	Bank Draft	0.00	5.35	DFT0000942
4805	FURTHER	06/24/2021	Bank Draft	0.00	520.84	DFT0000943

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	253	108	0.00	468,781.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	165,012.03
EFT's	258	143	0.00	1,133,635.68
	533	**273**	**0.00**	**1,767,429.23**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	253	108	0.00	468,781.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	22	22	0.00	165,012.03
EFT's	258	143	0.00	1,133,635.68
	533	**273**	**0.00**	**1,767,429.23**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH FUND	6/2021	1,149,321.71
999	POOLED CASH FUND	7/2021	618,107.52
			1,767,429.23

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
7/13/2021

PROJECT #:	Coding	DATE		CONTRACTOR:	ORIGINAL CONTRACT AMOUNT:	CHANGE ORDERS	CURRENT CONTRACT AMOUNT	2019 Prior Payments	2020 Prior Payments	2021 Prior Payments	PYMTS THIS MEETING:	RETAINAGE	BALANCE:	PERCENT COMPLETE
W13	602-49500-55120	5/28/2019	WWTF Improvement Project	Magney Construction, Inc.	14,074,300.00		14,074,300.00	4,099,265.87	6,918,924.06	1,582,660.16		663,202.64	810,247.27	94.24%
E22	630-49600-55130	9/24/2019	COE Flood Control 2019 Betterments	U.S. Army Corps of Engineers	190,000.00		190,000.00	150,483.00					39,517.00	79.20%
CH1	494-43300-55120	11/12/2019	City Hall Renovation	Brennan Companies	5,030,200.00	695,744.00	5,725,944.00		3,039,722.04	2,376,629.53		286,297.20	23,295.23	99.59%
Z75	476-43300-55170	4/14/2020	S 4th St Reconstruction	R & G Construction	2,583,754.90	10,885.14	2,594,640.04		2,528,408.74	4,950.00		25,589.48	35,691.82	98.62%
Z76	476-43300-55170	5/26/2020	S 1st St Reconstruction	Duininck, Inc	617,136.55	(7,516.25)	609,620.30		562,896.42	52,398.06		6,215.10	(11,889.28)	101.95%
Z77	630-49600-55170	6/23/2020	Legion Field Strom Water Improvements-Phase 1	Towne & Country Excavating LLC	277,943.00	(2,967.25)	274,975.75		257,658.64			2,602.61	14,714.50	94.65%
Z81	630-49600-55170	9/8/2020	MERIT Center Outfall Project	Towne & Country Excavating LLC	251,297.00		251,297.00			239,243.40		2,416.60	9,637.00	96.17%
Z82	479-43300-55170	2/9/2021	N 1st St/W Redwood St/W Marshall St Reconstruction	D & G Excavating Inc.	1,051,247.90	6,200.00	1,057,447.90			489,813.63		25,779.66	541,854.61	48.76%
Z51	495-43300-55170	2/23/2021	2021 Bituminous Overlay	Duininck, Inc	580,564.28		580,564.28			584,357.38		5,902.60	(9,695.70)	101.67%
Z83	479-43300-55170	2/23/2021	James Ave/Camden Dr Reconstruction	Kkuechle Underground	849,244.50		849,244.50			351,058.91		18,476.79	479,708.80	43.51%
	479-42400-55120	2/23/2021	Fire Station Roofing	Gag Sheet Metal, Inc.	103,800.00	1,200.00	105,000.00			105,000.00		-	-	100.00%
Z50	101-43300-53425	3/9/2021	2021 Chip Sealing on Various City Streets	Asphalt Preservation Company Inc.	122,134.12		122,134.12						122,134.12	0.00%
B21	479-45200-55120	3/9/2021	Restroom Facility and Picnic Pavilion - Patriot Park	Bladholm Construction	188,886.00		188,886.00			152,798.00		8,042.00	28,046.00	85.15%
Z78	630-49600-55170	4/13/2021	Storm Structure Outfall Improvements	R & G Construction	49,358.10		49,358.10			48,307.94		487.96	562.20	98.86%
Z88	479-43300-55170	4/13/2021	State Aid Overlay	Duininck, Inc	1,924,600.45		1,924,600.45						1,924,600.45	0.00%
Z80	602-49500-55170	5/11/2021	T.H. 23/Independence Park Sewer Realignment	D & G Excavating Inc.	189,448.50		189,448.50						189,448.50	0.00%
					28,269,165.45	700,950.69	28,970,116.14	4,249,748.87	13,490,265.10	5,987,217.01	0.00	1,045,012.64	4,197,872.52	

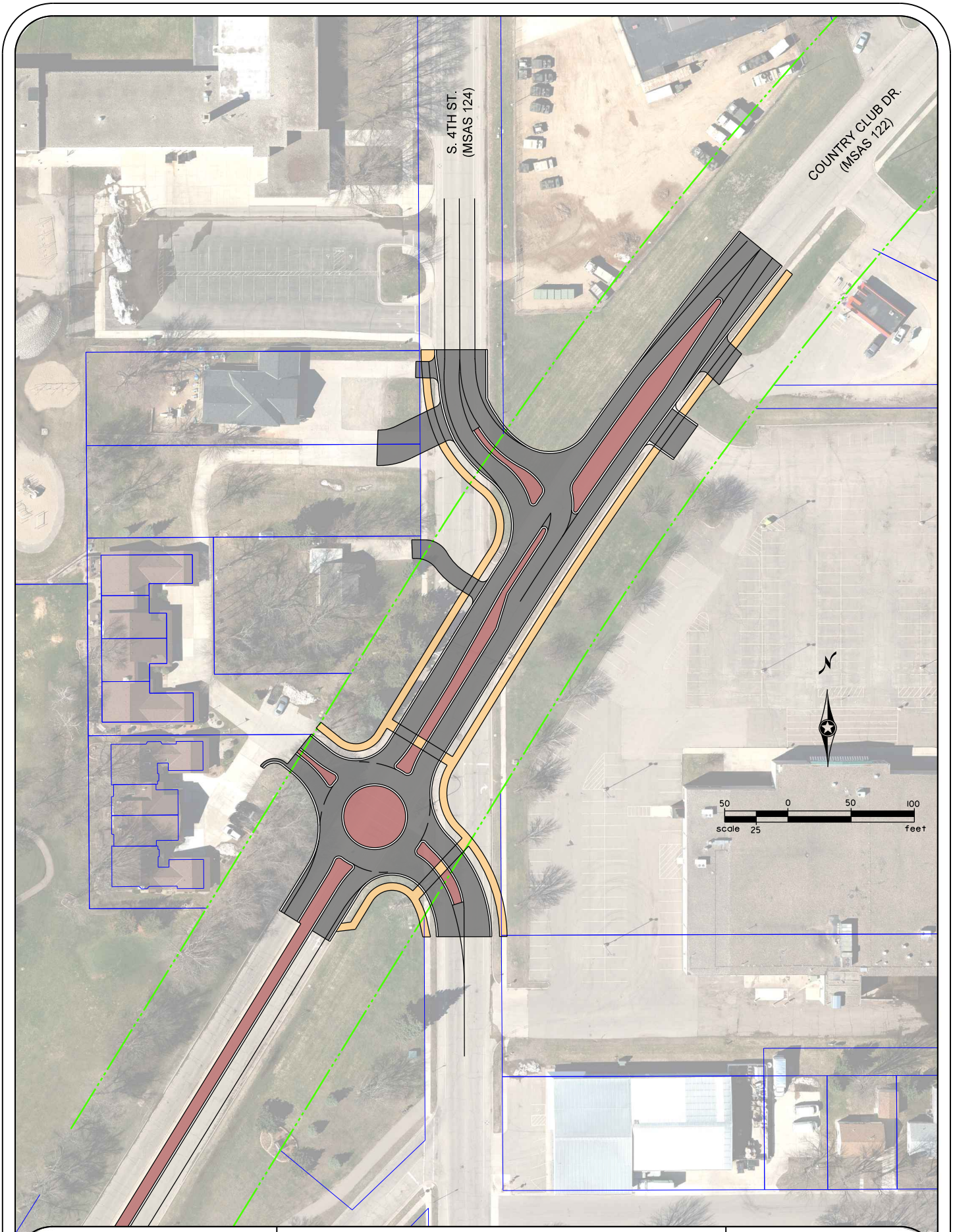
CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	INFO
Subject:	Broadmoor Valley Association Request.
Background Information:	Members of the Broadmoor Valley Association will be present to discuss local enforcement for the residents of the association.
Fiscal Impact:	
Alternative/ Variations:	
Recommendations:	

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Intersection Control Evaluation (ICE) Report as prepared by Short Elliot Hendrickson (SEH) for the Intersection of South 4th Street and Country Club Drive.
Background Information:	The existing intersection of S. 4th Street and Country Club Drive operates under traffic signal control today. The traffic signal system was installed in 1983 and is well out of compliance with current standards. Both S. 4th Street and Country Club Drive are Municipal State Aid System (MSAS) routes. The City of Marshall receives a significant amount of funding for the maintenance and improvement of MSAS routes. With this funding, there is also a mandate from MnDOT that engineering standards are complied with and MSAS rules are followed to both utilize the funds for improvements and continue to draw "needs" that result in MSAS fund disbursement. With these considerations in mind, and understanding that an improvement should be made at this intersection, Engineering staff received Council support to solicit proposals for an Intersection Control Evaluation at the January 26, 2021 meeting. Following solicitation at the February 23, 2021 meeting, the City selected Short Elliot Hendrickson (SEH) to perform the ICE and generate the report that is included with this memorandum. The intent of the ICE report is to conduct a thorough analysis of the intersection to determine the best type of intersection control for this specific intersection. The analysis included a detailed traffic count, review of intersection geometry, crash history, right of way review, utility review, delay study, future trip generation, pedestrian analysis, and much more. In addition to evaluating technical items to determine safe and efficient intersection control, SEH was tasked with ensuring safe pedestrian crossings, minimizing driveway access impacts, minimize right of way acquisition requirements, and keep construction costs under control. The result of the ICE is a report that considers a multitude of intersection improvements. The improvements that were considered are as follows: no build scenario (no change), all-way stop control, traffic signal control, roundabout control, minor street stop control, or access reduction such as right-in/right out (RI/RO) or ¾ access control. The recommended improvement for this intersection is a Split T-Intersection design, with a mini roundabout at the western intersection and a ¾ access at the eastern intersection. This recommended intersection control meets the desired intent of improving safety for all users, improving operational efficiency, maintaining driveway access, and limiting construction and property acquisition costs. This type of Split T-intersection improves the safety by significantly reducing the number of intersection conflict points and reducing speed with the mini roundabout, while also providing the lowest overall vehicle delay for all legs of the intersection. At their meeting on July 6, 2021, the Public Improvement/Transportation Committee passed a motion for a recommendation to City Council to agree with the ICE report

	recommendation of a Split T-Intersection design as shown in Drawing No. 3 or Drawing No. 5 and authorize staff to fit this improvement project into the CIP.
Fiscal Impact:	An estimated cost of $1,451,000 including contingency and engineering costs for this intersection improvement. An estimated $1,900,000 to include resurfacing the remainder of Country Club Drive and S. 4th Street to College Drive.
Alternative/Variations:	that the Council agree with the ICE report recommendation of a Split T-Intersection design as shown in Drawing No. 5 and authorize staff to fit this improvement project into the CIP. Drawing No. 5 is the recommended improvement from the ICE report and the preferred improvement option from City Engineering staff.
Recommendation:	that the Council to agree with the ICE report recommendation of a Split T-Intersection design as shown in Drawing No. 3 or Drawing No. 5 and authorize staff to fit this improvement project into the CIP.

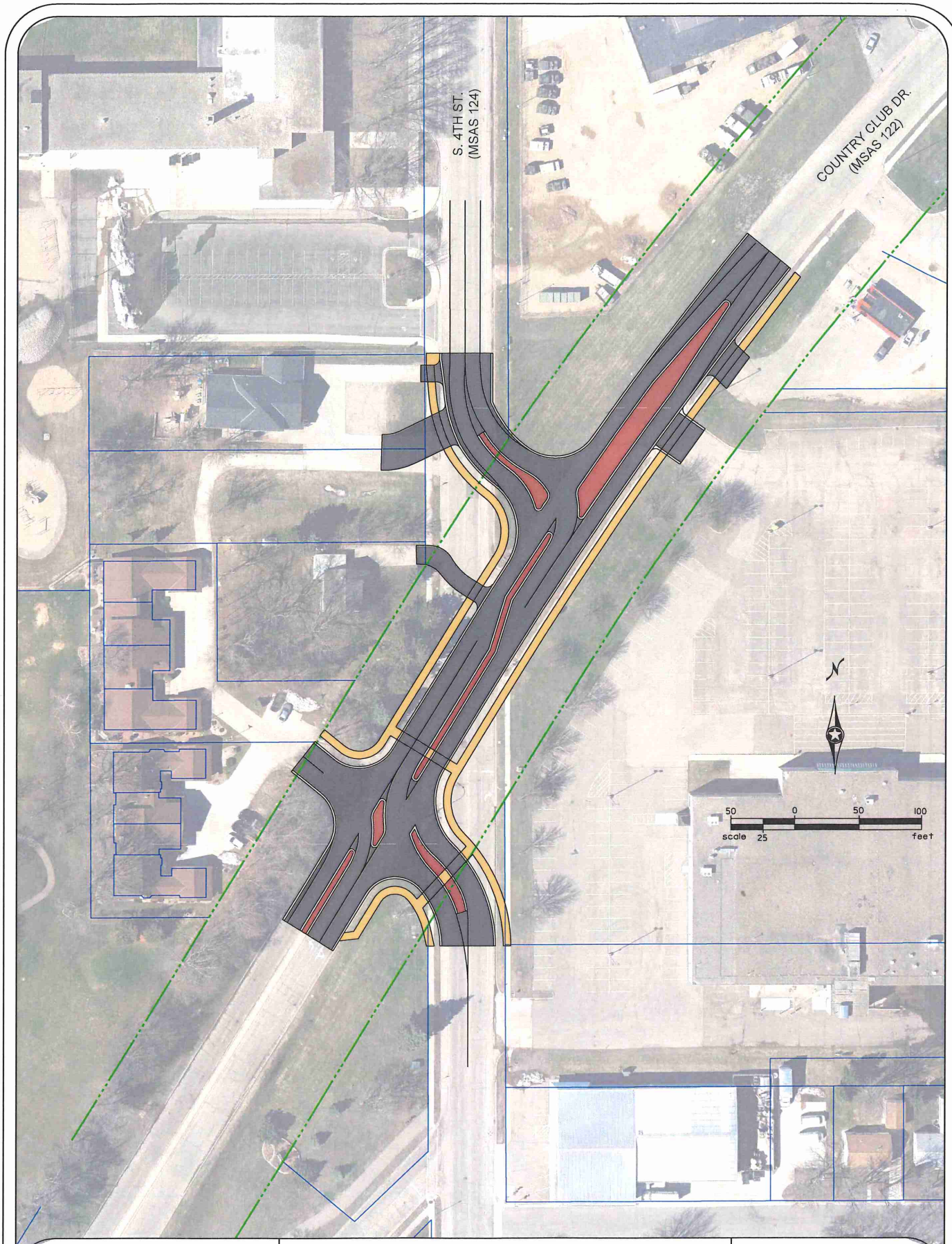


PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Split T - Mini Roundabout and ¾ Intersection

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 5



SEH
PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Split T - 3/4 Intersections

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 3

Intersection Control Evaluation

Country Club Drive and 4th Street

Marshall, MN

S.A.P. 139-124-XXX
S.A.P. 139-122-XXX
MARSH 160121 | June 25, 2021

SEH

Building a Better World for All of Us®

Engineers | Architects | Planners | Scientists

Intersection Control Evaluation

Country Club Drive and 4th Street
Marshall, MN

S.A.P. 139-124-XXX
S.A.P. 139-122-XXX
SEH No. MARSH 160121

June 25, 2021

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

Graham Johnson, PE
Digitally signed by Graham Johnson, PE
Date: 2021.06.25 10:30:02 -05'00'

Graham Johnson, PE (MN, SD, IA), PTOE

Date: June 25, 2021 License No.: 45429

Approved By:

Todd Broadwell
Digitally signed by Todd Broadwell
Date: 2021.06.30 16:38:55 -05'00'

Date:

MnDOT District 8 State Aid Engineer

Jason R. Anderson, P.E.
Digitally signed by Jason R. Anderson, P.E.
Date: 2021.06.29 16:35:37 -05'00'

Date: 6/29/2021

City of Marshall Engineer

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-3507
651.490.2000

Building a Better World for All of Us®

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Intersection Control Evaluation

Country Club Drive and 4th Street

Prepared for the City of Marshall, Minnesota, in cooperation with MnDOT District 8 State Aid.

1 Background and Purpose

The existing intersection of Country Club Drive and South 4th Street operates under traffic signal control. It is currently the only traffic signal that is owned, operated, and maintained by the City of Marshall.

Country Club Drive was previously Minnesota Trunk Highway 23 (TH 23) prior to the Minnesota Department of Transportation (MnDOT) constructing the TH 23 Bypass along the east and south sides of the City of Marshall. Country Club Drive was turned back to the City and is currently a part of the City's Municipal State Aid system (MSA 122); this roadway intersects S 4th Street which is also part of Marshall's MSA system (MSA 124).

There are two redevelopment sites adjacent to the study intersection that will change traffic patterns surrounding the intersection. In the southeast corner of the intersection, the County Fair grocery store, now closed, is anticipated to be redeveloped into a potential apartment building. In the northwest quadrant, the West Side Elementary school is moving locations in the fall of 2021; it is anticipated to be redeveloped into single family residential.

The City of Marshall is finishing reconstruction of S. 4th Street up to the study intersection in 2020/2021. MnDOT has plans to reconstruct College Drive (TH 19) in 2025, including a roundabout at the intersection of College Drive, Country Club Drive, and S. 2nd Street which is less than 1,000 feet away.

The evaluation of this study intersection is intended to determine the long-term intersection traffic control and geometrics at the intersection. The recommendations will consider improving intersection safety, for both vehicle and non-motorized users, as well as improving the overall efficiency of the intersection operations. In addition, maintaining access for the existing driveways on both roadways, minimizing construction impacts, and construction costs will also be a consideration in the recommendation of the intersection control.

1.1 Overview

The Minnesota Department of Transportation (MnDOT) Intersection Control Evaluation (ICE) is an objective process used to investigate and determine the optimal type of traffic control that should be provided at an intersection to serve the existing conditions and future needs. The investigation includes analyzing traffic operations during the AM and PM peak hours for the existing year (2021) and forecast year (2042) traffic conditions. The evaluations include assessing traffic control volume warrants, intersection and roadway safety, and traffic operations.

The range of traffic control options includes a No Build scenario, with no change to the existing control conditions, and viable traffic control options for the intersection, including all-way stop

control, traffic signal control, roundabout control, minor street stop control, or potential access reduction such as right-in/right out (RI/RO) or 3/4 access intersection control.

Figure 1 depicts the study intersection in a location map.

Figure 1 – Project Location

2 Existing Conditions

Country Club Drive is a 2-lane roadway, functionally classified as a Major Collector. The roadway provides a connection between TH 23 and TH 19. At the intersection, a northeast bound left turn lane is provided, while there are no southwest bound turn lanes provided, there is enough room that traffic will bypass a left turning vehicle. The speed limit on Country Club Drive is posted at 30 mph to the east, and 40 mph to the west of the intersection.

S. 4th Street is a 2-lane roadway, functionally classified as a Major Collector. The roadway provides a connection between TH 23 and TH 19; it also provides a connection to the downtown Marshall central business district. At the intersection, both the northbound and southbound approaches have shared left-through lanes and separate right turn lanes; an on-street bike lane is provided through the study intersection. The speed limit on S 4th Street is posted at 30 mph.

2.1 Crash History

Crash data from January 1st, 2016 through December 31st, 2020 was provided from the MnDOT Crash Mapping Analysis Tool (MnCMAT2). The type and severity of the crashes were reviewed, and crash rates and critical rates were calculated for the study intersection.

The crash rate at each intersection is expressed as the number of crashes per million entering vehicles (MEV). The critical crash rate is a statistical value that is unique to each intersection and is based on vehicular exposure and the statewide average crash rate for similar intersections. An intersection with a crash rate higher than the critical rate can indicate a safety concern at the intersection and the site should be reviewed.

Crash severity is separated into five categories based on injuries sustained during the crash.

- Fatal – Crash that results in a death
- Severity A – Crash that results in an incapacitating injury or serious injury
- Severity B – Crash that results in a non-incapacitating injury or minor injury
- Severity C – Crash that results in possible injury
- Property Damage – Crash that results in property damage only, with no injuries

The intersection of Country Club Drive and S 4th Street has only experienced 3 reported crashes during the 5-year analysis period and has an existing crash rate below the calculated critical rate.

There was a single rear-end collision, which are typical for signalized intersections. There was a single right-angle crash involving a northeast bound left turn not yielding to a southwest bound through vehicle. A southwest bound driver collided with a bicyclist crossing the west leg of the intersection, the bicyclist did not observe the “Don’t Walk” signal.

The crash information is summarized in **Table 1**.

Table 1 – Crash History 2016-2020

Intersection:	Crash Severity						Crash Rates	
	Fatal	Sev A	Sev B	Sev C	Property Damage	Total	Int. Rate	Critical
Country Club Drive at S 4th Street	0	0	1	0	2	3	0.30	1.15

2.2 Intersection Volumes

As part of the study, an intersection turning movement count was collected in March 2021, when the adjacent elementary school was in session. A 13-hour count was conducted from 6am to 7pm to capture the majority of traffic throughout the day. The AM peak hour was determined to be 7:15 to 8:15 am and the PM peak was 4:30 to 5:30 pm.

Passenger vehicles, trucks, buses, pedestrians, and bicyclists were all counted; the intersection daily trucks range from approximately 2% to 4% trucks. A total of 47 pedestrians and bicyclist used the intersection in the 13-hour count, a majority of users crossed the west leg which had 36 crossings.

Due to the presence of the elementary school, the driveway and drop-off/pick-up area were counted in each peak hour. The school is currently planned to vacate the existing site after the current 2020-2021 school year; therefore, the school traffic was separated out to be able to remove the drop-off and pick-up trips during the school start and dismissal times.

The following **Figure 2** represents the existing intersection data.

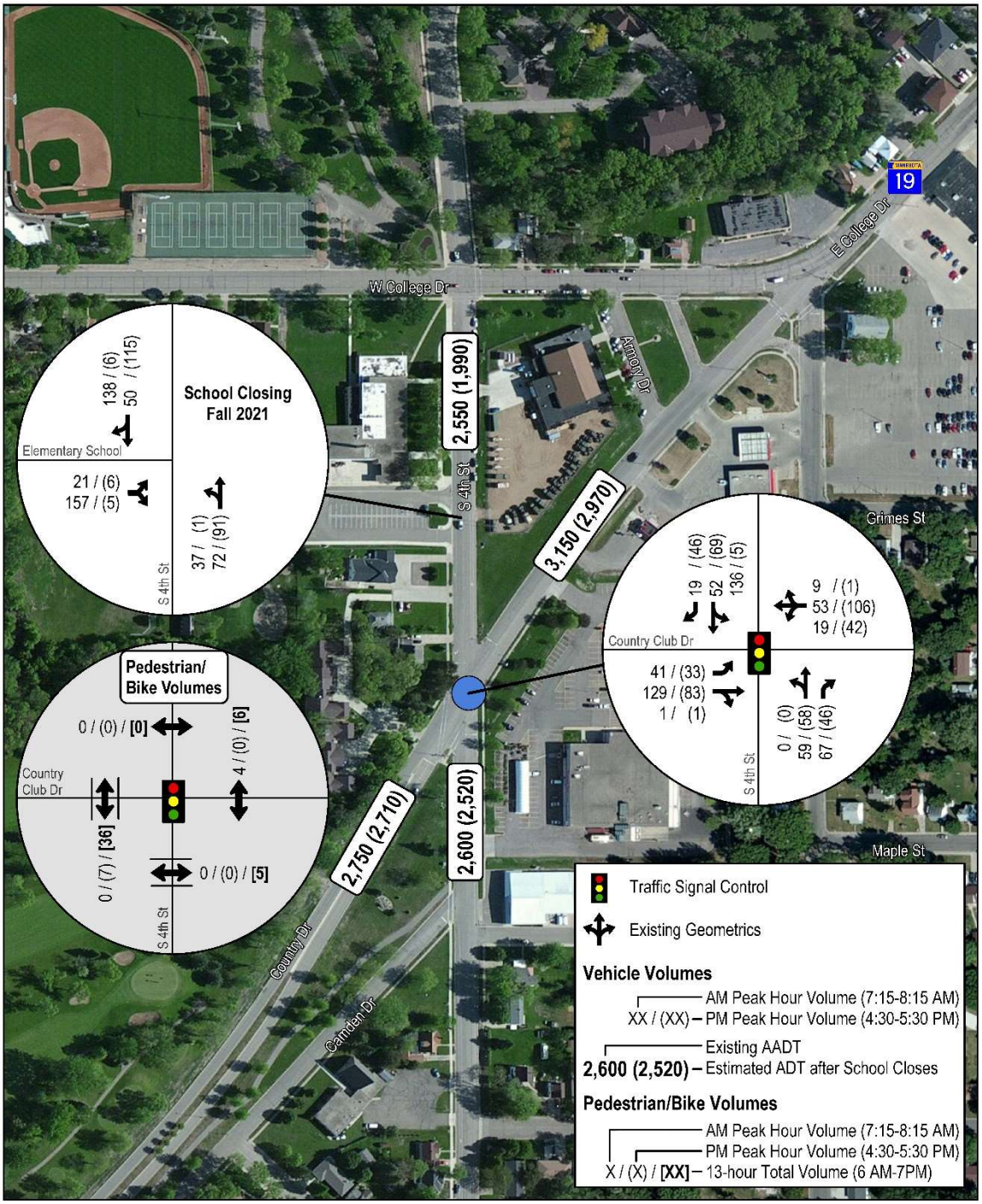
Due to the current health pandemic, a comparison of the 2021 count to historical daily traffic volumes and adjacent intersection data was completed to ensure the volumes are within reason. To estimate the daily volumes for the 2021 traffic count, the 13-hour traffic data was extrapolated to a 24-hour daily number based on MnDOT's 24-hour distribution, which suggests that approximately 81% of all trips occur within the 13-hour turning movement data collected as part of this project.

The daily volume comparison is summarized in **Table 2**. The east and west legs along County Club Drive are slightly higher than the previous 2018 daily volume. The north and south legs of S. 4th Street are lower than the previous counts; however, when the peak hour data was compared to historical traffic data from the MnDOT TH 19 Corridor Study, the volumes are within 15 to 30 vehicles. Therefore, the 2021 traffic volumes appear to not be significantly impacted.

Table 2 – Existing Daily Traffic Volumes

Intersection:	Leg	2021*	2018
Country Club Drive at S 4th Street	North Leg	2,310	2,550
	South Leg	2,070	2,600
	East Leg	3,270	3,150
	West Leg	2,880	2,750
*2021 daily volume estimated from 13-hour count information; assumes 81% captures in 13-hour data.			

Figure 2 – Existing (2021) Traffic Data



2.3 Intersection Information

The existing intersection has a severe skew as the two roadways do not cross each other perpendicularly. Severe intersection skews can have an adverse impact on safety and operations of the intersection as vehicles have more exposure time within the intersection and driver sight lines can become difficult.

Country Club Drive crosses S. 4th Street at an angle of approximately 35 degrees at the study intersection. Typically, MnDOT guidance suggests that the roadways should not cross at less than 75 degrees at an intersection to maintain sight lines, safety and operations.

- It should be noted that typically "Intersection Skew Angle" is defined as the difference between perpendicular (90 degrees) and the actual intersection angle. In this case, the actual intersection skew angle is approximately 55 degrees, which is significantly higher than the MnDOT guidance of a 15-degree skew angle.

The existing intersection is controlled by a traffic signal. The signal operates under a simple two-phase operation, with phase 2 and phase 6 running concurrently for County Club Drive, and phase 4 running separately for S. 4th Street. The signal is not coordinated with any adjacent intersection and runs in a "Free" mode as traffic is detected on any approach leg.

As previously mentioned, County Club Drive has a separate eastbound left turn lane while westbound traffic has enough room to bypass a left turning vehicles; S. 4th Street has a separate right turn lane on both approaches.

Two crosswalks are currently provided on the west and south legs of the intersection. Due to the intersection skew, the west leg crosswalk is offset from the intersection and runs perpendicular to County Club Drive; the south leg crosswalk has increased distance due to the skew. The provided "Flash Don't Walk" (FDW) is not sufficient for a crossing of the south leg of the intersection; the west leg does have sufficient FDW time. The south leg has a total crossing distance of approximately 95 feet due to the intersection skew. Using the standard 3.5 feet per second (fps) for a pedestrian to cross the leg would require 27 seconds of FDW time for a pedestrian to clear the intersection if they entered at the end of the Walk phase. However, only 20 seconds is provided for the crossing under the existing timings.

In addition, the existing Yellow and All Red timings are not up to present standards based on MnDOT Traffic Signal Timing Manual; the signal is currently timed with 3.5 seconds of yellow and 1.5 seconds of All Red time for both roadways.

- Yellow times are based on roadway speeds, for S. 4th Street, the 3.5 seconds is appropriate for a 30-mph roadway; however, the speeds along Country Club Drive are higher with the west leg posted at 40-mph, this phase should include a yellow time of 4.0 seconds.
- All Red times are based on both the roadway speeds and the intersection width; the existing skew significantly increases the overall crossing distance. Based on provided guidance, the intersection width should be from the stop bar to the farthest conflicting lane, this would be approximately 105 feet for S. 4th Street and approximately 150 feet for County Club Drive. However, southbound and westbound traffic should also clear the downstream crosswalk in order to ensure the Walk phase not to come up when a vehicle is still within the intersection.

The total distance for these two approaches is 130 feet for southbound on S. 4th Street and 230 feet for westbound on Country Club Drive. The additional distance due to the intersection skew should be accounted for with All Red times of 3.4 seconds for S. 4th Street and 5.7 seconds for Country Club Drive.

The intersection does currently have lighting provided by two overhead "cobra" style fixtures in the southwest and northwest quadrants.

2.4 Delay Study

As part of this intersection study, an approach delay study for eastbound and southbound vehicles at the intersection was conducted from the intersection count video. This was conducted for the purposes of ensuring the existing traffic model is replicating actual field conditions.

Delay data was collected for each vehicle during a 15-minute peak during both the AM (7:30 to 7:45 am) and PM (4:45 to 5:00 pm) peak hours. **Table 3** represents the delay for each approach under the existing conditions.

Table 3 – Existing Intersection Delay Study

Peak Hour	Eastbound Approach (Delay / LOS)	Southbound Approach (Delay / LOS)
AM	14.3 / B	24.3 / C
PM	8.0 / A	11.9 / B

The southbound approach is heavily impacted by the existing school traffic at the intersection. Drop-off traffic for the school typically enters the school from the north and exits to the south. It was observed that many vehicles do not get through the signal in one cycle; however, due to the intersection operating free and its short timings, the overall delay is not significant.

The delay information will be compared to the existing operational models to ensure the proper evaluation tool is used for the analysis.

2.5 Right of Way – Utilities

Currently, the City has right-of-way along Country Club Drive that is approximately 150 feet wide and along S. 4th Street that is approximately 66 feet wide. The northwest quadrant currently has residential land uses that include a single-family home and 2 Four-plex townhomes. The southeast quadrant is a vacant commercial site with potential for redevelopment. The northeast quadrant is currently owned by the Minnesota State Armory with the Minnesota National Guard occupying the site; the desire is to limit impact to this site. The southwest quadrant is currently owned by the City of Marshall.

The City recently reconstruction S. 4th Street up to Country Club Drive; impacts to the south leg of S. 4th Street should be kept to a minimum. Completed in 2020, the project included utility and pavement improvements along the roadway.

In the immediate intersection area, stormwater is captured in the northwest quadrant of the intersection along County Club Drive and on the south leg of S. 4th Street. Along the north and east legs, the catch basins are further downstream from the intersection.

2.6 Current and Proposed Developments

Two existing land uses surrounding the study intersection are planned to be redeveloped soon.

The existing West Side Elementary school is moving to a new location southeast of the current location. The new school is anticipated to be open in the Fall of 2021, so the current site adjacent to the study intersection will be vacated after the 2020-2021 school year. While no current development plans are in place, it is assumed to potentially be redeveloped into single family residential homes. With the current land area, it is anticipated to develop up to 40 homes.

An empty grocery store in the southeast quadrant, formerly County Fair Food Store, is also anticipated to be redeveloped. While no current redevelopment plans are in place, it is assumed to potentially be redeveloped into an apartment complex with up to 100 units.

3 Future Conditions

Historical daily traffic volumes along each roadway leg surrounding the intersection were reviewed as well as historical population growth in the area. A linear regression analysis of daily volumes results in very limited growth on many of the roadways, including some negative values. This indicates that traffic demands have been fairly steady in recent history.

MnDOT's Office of State Aid maintains current 20-year growth factors for all counties in Minnesota. The current growth factor for Lyon County is 1.3, which equates to a linear growth rate of 1.5% per year over a 20-year projection. However, it should be noted this is for the entire county area, which has extensive undeveloped land area outside of the City of Marshall.

Based on the previous 50 years of census data, Lyon County has had a relatively flat growth rate and the City of Marshall has had a growth rate of just over 0.6% per year.

Based on the linear regression analysis, historical population growth, and input from City staff, a linear growth rate of 0.5% per year was selected and utilized to develop the 2042 forecast traffic volumes. Due to the low expected growth, a year of opening forecast and analysis was not performed for this study.

3.1 Trip Removal and Trip Generation

To account for the redevelopment of land uses in the area, trip generation was conducted to estimate the number of trips that may be generated by the new land uses.

The first step is to remove the existing land use trips from the intersection data. As the southeast quadrant has been vacant for many years, there are no existing trips to remove from the intersection. The traffic that was collected at the existing school dop-off/pick-up site was removed from the study intersection; this included:

- AM Peak Hour – 157 southbound trips and 37 northbound trips.
- School Dismissal Peak Hour – 78 southbound trips and 16 northbound trips.
- PM Peak Hour – 5 southbound trips and 1 northbound trip.
- It should be noted that addition trips would be reduced at S. 4th Street and TH 19.

The Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition was used to estimate new development trips for the various land uses. The following **Table 4** represent the new trips generated by the two redevelopment sites.

Table 4 – Trip Generation

Development	Development		Daily Total	AM Peak			PM Peak		
	Size	Units		Enter	Exit	Total	Enter	Exit	Total
Single Family Homes (210)	40	Units	378	8	22	30	26	14	40
Apartments (221)	100	Units	544	9	23	32	25	16	41
Total Trip Generation			**922**	**17**	**45**	**62**	**51**	**30**	**81**

Trip distribution to the roadway network followed the existing traffic patterns surrounding the project area; the following distribution was utilized:

- TH 19 to the East 40%
- TH 19 to the West 25%
- N. 4th Street into Downtown 10%
- S. 4th Street to the South 15%
- Country Club Drive to the West 5%
- S 2nd Street to the South 5%

Based on this distribution, many of the newly generated trips won't use the study intersection, rather they would head north on S. 4th Street or County Club Drive to access TH 19.

The 2042 forecasted turning movement volumes can be found in **Figure 3**. Due to the existing intersection skew, it is anticipated to include analysis of a "split T" design; therefore, **Figure 4** represents the 2042 turning movements at the two T-intersections.

Figure 3 – Future (2042) Traffic Data

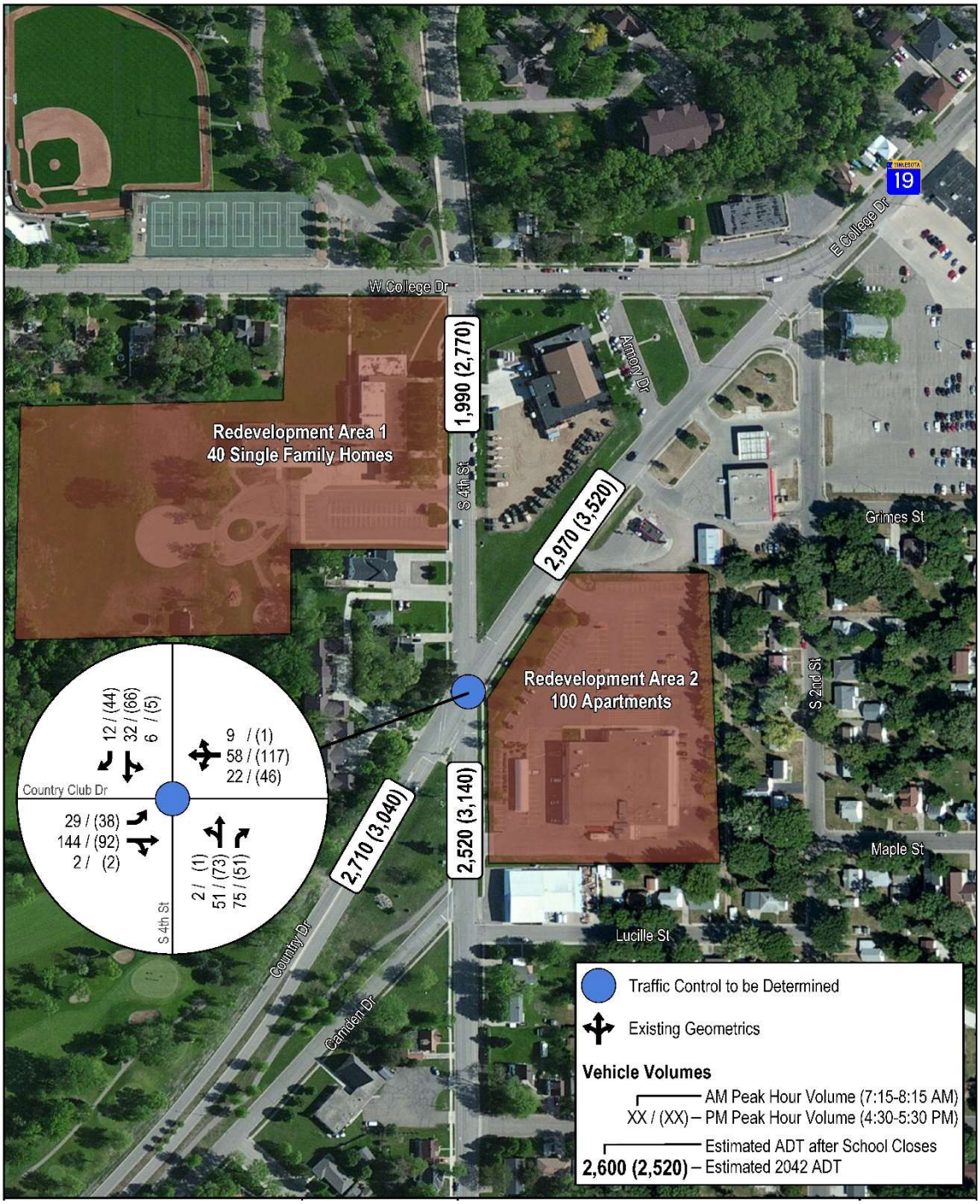
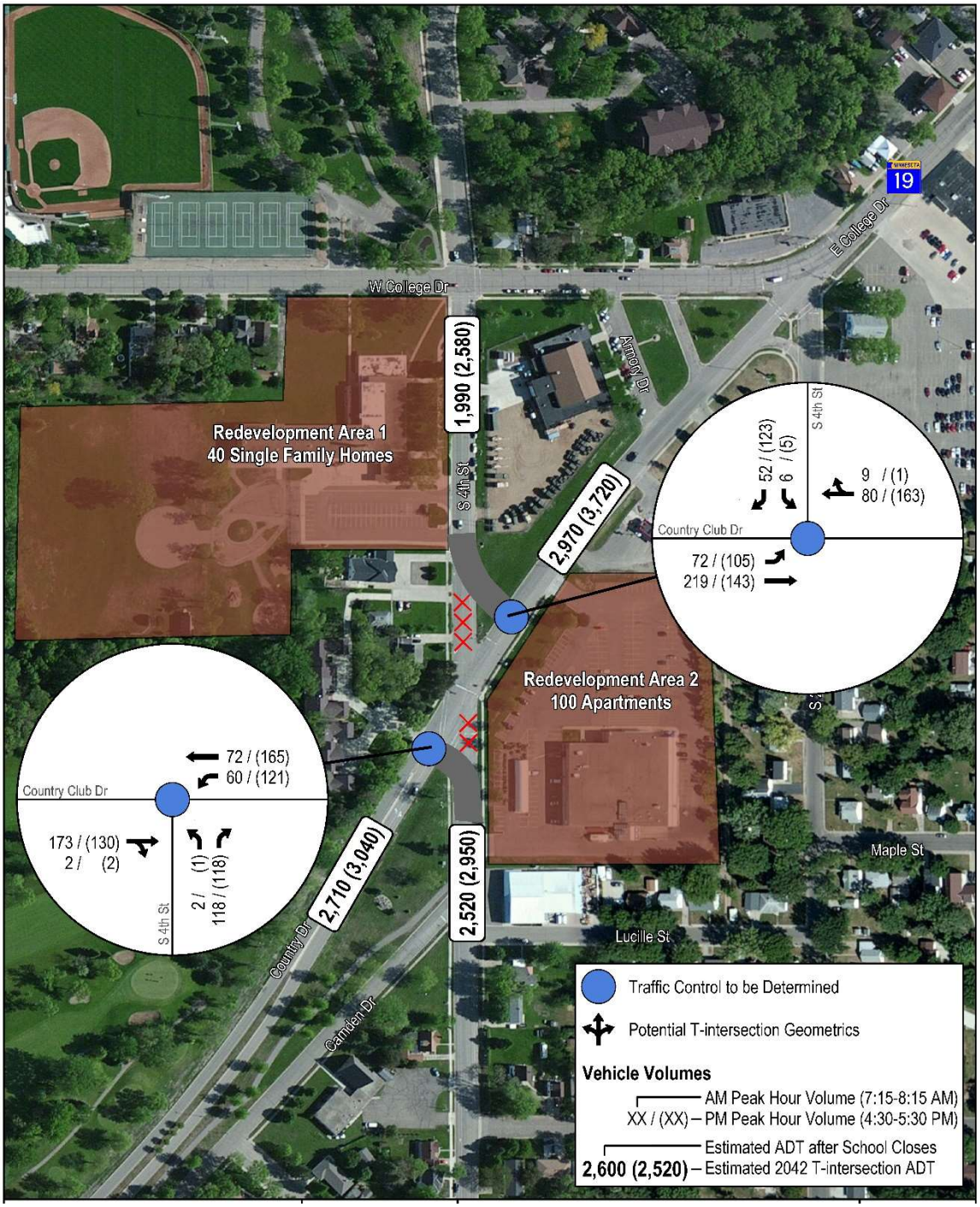


Figure 4 – Future T-Intersection (2042) Traffic Data



4 Analysis of Alternatives

Intersection control evaluations rely on traffic control warrants to assess the different options available at any intersection. To determine the control options, warrants are evaluated to assess where control changes can be made based on volumes. The results are used to aid in the evaluation of traffic safety and traffic operations at the study intersections

4.1 Warrant Analysis

The Minnesota Manual on Uniform Traffic Control Devices (MnMUTCD) provides guidance on when it may be appropriate to use all-way stop or signal control at an intersection. This guidance is provided in the form of "warrants", or criteria, and engineering analysis of the intersection's design factors to determine when all-way stop or signal control may be justified. All-way stop or signal control should not be installed at an intersection unless a MnMUTCD warrant is met. Meeting a warrant at an intersection does not in itself require the installation of a particular control type. The particular control type also requires an engineering analysis of the intersection's design in order for it to be justified.

Under the MnDOT ICE process, roundabouts are considered to be warranted if traffic volumes meet the criteria for either all-way stop or traffic signal control.

4.1.1 Requirements for Installation of a Traffic Signal

For traffic signal installation, MnDOT typically requires volume thresholds for Warrant 1 to be satisfied, which requires 8-hours of combined major approach volumes and the highest minor street approach volume to meet MnMUTCD thresholds. These thresholds vary with the number of approach lanes on the major and minor street. Other warrants may be used as indicators of a need to consider traffic control change; an engineering study that considers factors, including warrants, should be performed to determine the optimum type of control at an intersection.

4.1.2 Requirements for Removal of an Existing Traffic Signal

The MnDOT Traffic Engineering Manual (TEM) provides guidance on volume requirements to remove an existing traffic signal. Based on Chapter 9, section 9-5.02.05 of the TEM, an intersection that meets 80 percent of the volume requirements of Warrant 1 should be considered justified and should not be removed. A signalized intersection that does not meet 60 percent of the volume requirements of Warrant 1, and meets no other Warrant, is an unjustified traffic signal and should be removed.

A signalized intersection that does not meet 80 percent of the volume requirements but does meet 60 percent of the volume requirements of Warrant 1 is in a "gray area" and may be considered for traffic signal removal. Additional studies, findings, engineering judgment and documentation beyond the volume requirements are needed to justify retaining the signal.

4.1.3 Warrant Analysis Assumptions

MnDOT guidelines suggest that for the purpose of warrant analysis, 100% of right turning traffic from the minor leg should be removed because right turning vehicles are typically able to enter the traffic stream with minimal delay or conflict; the right turning traffic would not require a traffic signal to reduce delay or improve safety. In certain circumstances (i.e. high right turn volume, minimum mainline gaps, etc.), MnDOT procedures allow for the inclusion of 50% of the minor

street right turning traffic in the analysis. The MnDOT guidance states "if right turning volume exceeds 70% of its potential capacity for any hour for each approach, 50% of the right turning volume for all hours should be added back in."

- Based upon MnDOT guidance, the analysis of the study intersection includes removal of 100% of the right turning traffic on the minor approaches.

MnDOT guidelines suggest that the warrant thresholds may also be reduced based on the roadway speeds and population of the city the intersection is within. If either major approach to the intersection has a posted speed, or 85th percentile speed, that exceeds 40 mph, then a reduction to 70% threshold volumes is allowed. If the population of the city is less than 10,000 people, a reduction to 70% threshold volumes is allowed.

- Based upon MnDOT guidance, the analysis of the study intersection includes the reduction based on speeds as the west leg has speeds higher than 40 mph (posted at 40 mph).

Traffic warrants were completed for the existing and forecasted 2042 traffic demands; the existing volumes were evaluated with and without the elementary school traffic.

Based on the existing and future traffic volumes, the intersection does not meet the All-Way stop warrants or any traffic signal warrant. As the intersection does not meet the 60% thresholds of Warrant 1, the existing traffic signal control should be evaluated for removal.

The attached **Appendix A** includes all traffic control warrant worksheets.

Table 5 – Warrant Analysis Results

Volume Year	Scenario	All-way Stop Warrant	Traffic Signal Warrants				
			Warrant 1 (8 Hour)	Warrant 1 (8 Hour)	Warrant 1 (8 Hour)	Warrant 1 80% (8 Hour)	Warrant 1 60% (8 Hour)
2021	Existing	Not Met	Not Met	Not Met	Not Met	Not Met	Not Met[1]
		5 of 8 hours	0 of 8 hours	0 of 4 hours	0 of 1 hour	0 of 8 hours	0 of 8 hours
	Existing[2]	Not Met	Not Met	Not Met	Not Met	Not Met	Not Met[1]
		3 of 8 hours	0 of 8 hours	0 of 4 hours	0 of 1 hour	0 of 8 hours	0 of 8 hours
2042	Future[2]	Not Met	Not Met	Not Met	Not Met	Not Met	Not Met[1]
		6 of 8 hours	0 of 8 hours	0 of 4 hours	0 of 1 hour	0 of 8 hours	2 of 8 hours

Notes:

1. Existing signal that does not meet the 60 percent volume threshold for Warrant 1.
2. West Side Elementary School traffic volume was removed.

4.2 Safety Analysis

Future vehicular crash estimates were determined by applying the MnDOT Statewide average crash rates to the forecast 2042 average entering traffic for the study intersection.

- The No Build estimates are based on the existing crash rates as described in Section 2; the existing crash rate is 0.30 crashes per million entering vehicles (MEV).

- Signalized intersections are based on the MnDOT Statewide average crash rates for a signalized intersection with less than 15,000 Average Daily Traffic for the highest volume leg of the intersection and a speed limit below 45 mph; the statewide average crash rate is 0.52 crashes per MEV.
- The MnDOT statewide average crash rate for urban minor street stop-controlled intersections is 0.18 crashes per million vehicles entering the intersection.
- The MnDOT statewide average crash rate for all-way stop controlled intersections is 0.35 crashes per million vehicles entering the intersection.
- Roundabout crash estimation was done using MnDOT's *A Study of Traffic Safety at Roundabouts in Minnesota*. This study concluded that single lane roundabouts in Minnesota have an average crash rate of 0.32 crashes per MEV.
  - MnDOT's study did not include separating 4-leg roundabouts from 3-lane roundabouts; however, NCHRP 672 provides formulas for varying legs and results in a 3-leg have approximately ½ the crashes as a 4-leg roundabout when comparing single lane roundabouts.
- The MnDOT statewide average crash rate for "other" controlled intersections includes both right-in/right-out (RI/RO) and ¾ access intersection, the crash rate is 0.16 crashes per million vehicles entering the intersection.

Table 6 shows the projected numbers of total annual crashes at the study intersection for each traffic control type analyzed for the existing 2021 and future forecast 2042 traffic conditions.

Table 6 – Future Annual Crash Estimates

Analysis Year	Annual Crash Estimate[1]	Total Annual Crash Estimates by Control Type[2]				
	No Build	Minor Stop	All-Way Stop	Traffic Signal	Single Lane Roundabout[3]	¾ Access or RI/RO
2021	0.6	0.4	0.7	1.0	0.6	0.3
2042	0.7	0.4	0.8	1.2	0.7	0.4

1: Existing Intersection Crash Rate (2016 to 2020 5-year data)

2: MnDOT Statewide Average Crash Rates (2015 5-year data; latest published)

3: NCHRP 672 suggests that a 3-leg single lane roundabout is estimated to have ½ the crashes as a 4-leg roundabout.

The minor stop control and reduced access control (3/4 Access or RI/RO) are estimated to have the lowest overall crash number prediction; however, the existing intersection would likely have a crash rate higher than the statewide average under minor street stop control due to the existing intersection skew.

The existing signal operates safer than the MnDOT average for similar signalized intersections, with almost half as many crashes; though it should be noted that the MnDOT average signalized intersection has the highest estimated crashes.

A single lane roundabout controlled intersection would incur a similar estimate to the existing conditions. Crashes at roundabouts are typically less severe than the other control types due to the reduced speeds approaching and departing the intersection. Roundabouts require a low

travel speed through the intersection and eliminate left turn and crossing crashes. This greatly reduces the potential for the most severe types of crashes that result in personal injury or fatality. The previously mentioned MnDOT roundabout study demonstrated roundabouts had a reduction in fatal crashes of 86% and a reduction of 83% of serious injury crashes. For these reasons, the roundabout control was evaluated to provide a safer intersection for all users.

Table 6 represents the estimated crashes based on existing intersection configuration. A "Split T" design would create two 3-legged intersections. The volume at each intersection will be less than the single intersection; however, since most traffic is through along Country Club Drive, the two intersections would still have a lot of traffic passing through; the T-intersections have approximately 70% to 75% of the total volume at each intersection.

The split T crash estimates were calculated for the 2042 future year to compare to **Table 6**. One thing to note, most intersections have 4-legs and the average crash rates MnDOT provides is skewed to that configuration; due to the reduced movements and conflicts it is assumed these estimates would be on the high side.

- **Minor Street Stop T-Intersection**: 0.3 crashes at each, 0.6 crashes total.
- **¾ Access T-Intersection**: 0.3 crashes at each, 0.6 crashes total.
- **Single Lane Roundabout T-Intersection**: 0.25 crashes at each, 0.5 crashes total.
  - This included a 50% reduction based on NCHRP 672 as previously mentioned.

4.2.1 Conflict Point Analysis

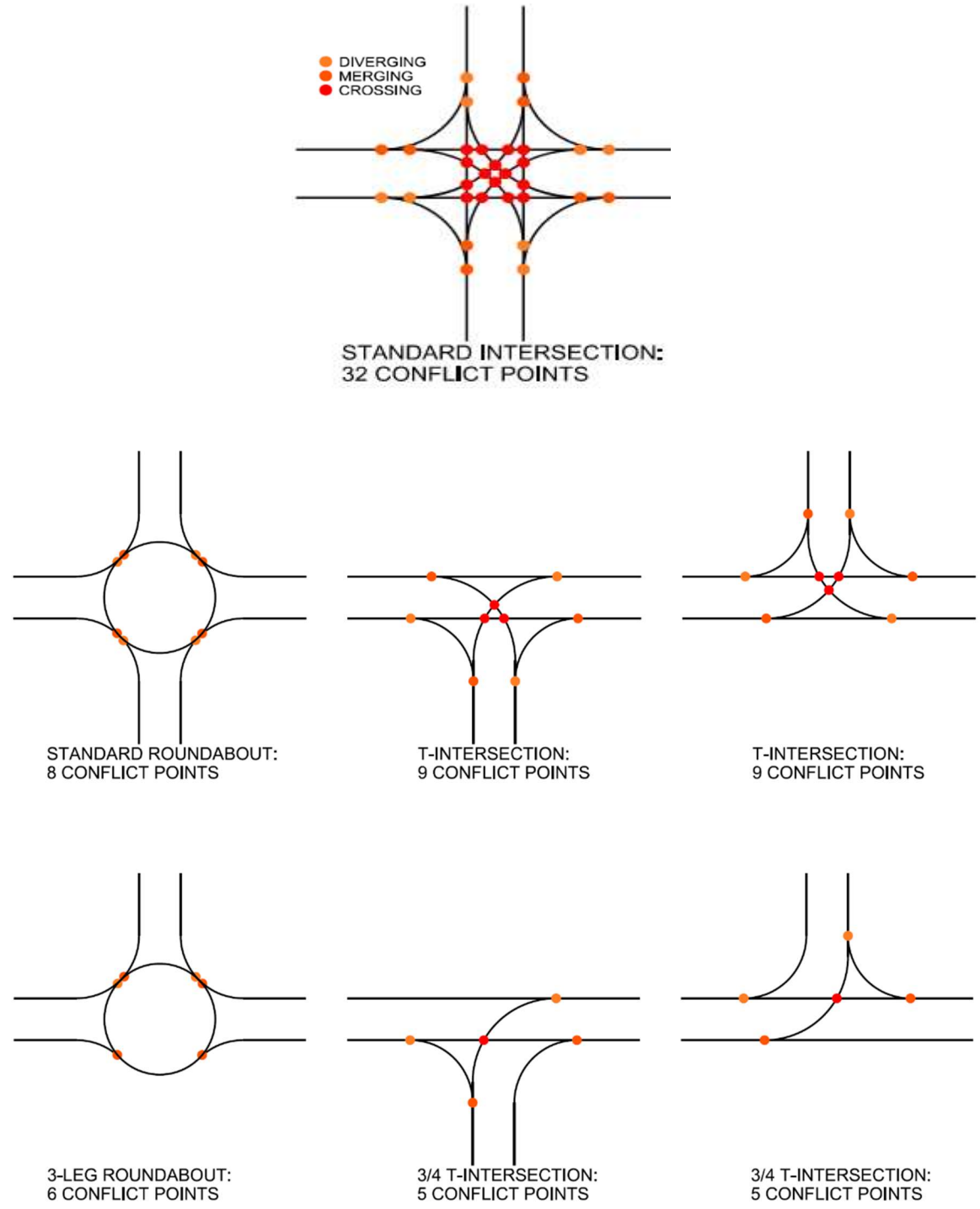
Another predictor of safety at an intersection is the number of conflict points. A conflict point is any point where vehicles cross, merge, or diverge at an intersection and are the points at which a crash is most likely to occur. Reducing the number of conflict points at an intersection by reducing access can improve vehicle safety.

The existing 4-leg intersection has a total of 32 conflict points. As a single intersection, the only feasible way to reduce conflict points would be to install a roundabout control which reduces the number of conflict points to 8; a ¾ access at the single intersection would create major traffic pattern shifting due to the high number of minor stop approach through movements.

Modifying the intersection to a "Split T" design is a common improvement at severely skewed intersections. The two intersections have a significant reduction in conflict points with a total of 18 conflicts at the two intersections. These conflicts can be further reduced with roundabout control or ¾ access.

Figure 5 shows various conflict point diagrams for a 4-leg intersection, T-intersection, ¾ access T-intersection, and roundabout options.

Figure 5 – Safety – Conflict Point Diagrams



4.3 Traffic Operations

Traffic operations analyses were conducted to determine the level of service (LOS), delay, and queueing information for the AM and PM peak hour conditions of each control type scenario.

LOS is a qualitative rating system used to describe the efficiency of traffic operations at an intersection. Six LOS are defined, designated by letters A through F. LOS A represents the best operating conditions (no congestion), and LOS F represents the worst operating conditions (severe congestion). For the study intersection it was assumed that a LOS D or better, for all approaches and the overall intersection, represents acceptable operating conditions.

LOS for intersections is determined by the average control delay per vehicle. The range of control delay for each LOS is different for signalized and unsignalized intersections. The expectation is that a signalized intersection is designed to carry higher traffic volumes and will experience greater delays than an unsignalized intersection; driver tolerance for delay is greater at a signal than at a stop sign. Therefore, the LOS thresholds for each LOS category are lower for unsignalized intersections than for signalized intersections

All traffic operations analyses were performed using the Highway Capacity Software (HCS 7); which is a faithful implementation of the Highway Capacity Manual calculations.

- Other traffic models for operations analysis were investigated, including Synchro/SimTraffic; however, HCS was found to most accurately represent the existing traffic conditions seen when compared to the delay study conducted at the intersection.

The attached **Appendix B** includes all relevant operational tables and results for the existing and future 2042 scenarios that follow.

4.3.1 Existing 2021 Conditions

During both the AM and PM peak hours, the existing signalized intersection operates acceptably with all approaches at a LOS C or better. The existing traffic signal operates in free mode and is vehicle actuated, this keeps the cycle length short, and any queued vehicles are served relatively quickly in most instances.

Under the current traffic conditions, the southbound approach in the AM peak hour incurs the worst delay. This approach can typically see higher delays in a shorter window of time due to the drop-off operations of the elementary school. The existing delay study did show queues of up to 7-9 vehicles at the signal during the peak drop off times, with some vehicles not being served within one cycle.

Table 7 shows the existing approach and intersection delays/LOS for both peak hours.

Table 7 – Existing 2021 MOE's

Peak Hour	Delay (sec/veh) / LOS				
	EB Approach Country Club	WB Approach Country Club	NB Approach S. 4th Street	SB Approach S. 4th Street	Intersection
AM	6.8 / A	6.2 / A	18.3 / B	23.3 / C	15.0 / B
PM	4.7 / A	4.7 / A	15.6 / B	15.7 / B	9.7 / A

4.3.2 Future No Build 2042 Conditions

While the traffic control warrant analysis did show that signal control is not warranted due to low volumes not meeting 60% of Warrant 1 volume thresholds, this scenario was carried forward for comparative purposes; this option is currently not considered viable.

For this scenario, no geometric changes were made to the intersection. The existing signal timings were modified based on discussion in Section 2.3 of this report; this pertains to increasing the Flash Don't Walk, Yellow, and All Red times at the signal.

With these changes, all approaches still operate acceptably. The AM peak hour shows an improvement over the existing conditions, this is due to the reduction in volumes at the intersection from the school redevelopment. The PM peak hour results in slightly increased delay times due to the increase in All Red times at the signal.

Table 8 shows the 2042 No Build approach and intersection delays/LOS for both peak hours.

Table 8 – Future No Build 2042 MOE's

Peak Hour	Delay (sec/veh) / LOS				
	EB Approach Country Club	WB Approach Country Club	NB Approach S. 4th Street	SB Approach S. 4th Street	Intersection
AM	7.3 / A	6.8 / A	19.4 / B	18.3 / B	12.1 / B
PM	7.3 / A	7.3 / A	18.8 / B	18.9 / B	12.7 / B

4.3.3 Traffic Control Alternatives Future 2042

Based on the warrant analysis, the study intersection does not meet either the all-way stop control or traffic signal control warrants. The existing intersection skew provides significant issues concerning sight distance to simply remove the existing traffic signal and install stop signs.

Without a traffic signal to provide assignment of right-of-way for vehicles, the existing intersection skew would not operate safely as a minor stop-controlled intersection. Reducing access would significantly impede traffic patterns along S. 4th Street, as the through traffic across Country Club Drive is approximately 25% of the total intersection volumes. Therefore, the only viable option at the existing intersection, without signal control, would be to install a single lane roundabout.

To improve the intersection skew, a "Split T" design was considered. This design would develop two T-intersections that can be squared up to Country Club Drive to remove the skew issues. This design can provide a reduction in crashes as described in the safety section of this report. Under the Split T design, the intersection control could consider minor stop control, ¾ Access, and single lane or mini roundabouts.

This section will evaluate the following scenarios:

- Single Lane Roundabout (single intersection design)
- Split T – Minor Stop Control
- Split T – Reduced ¾ Access
- Split T – Mini roundabouts

4.3.3.1 Roundabout Control

This scenario includes the reconstruction of the intersection to accommodate a single lane roundabout. Due to the intersection skew, the roundabout was designed as an elongated oval shape with additional curves to ensure vehicles remain at low speeds as they traverse the intersection. The skew also requires right turn bypass lanes along both directions of Country Club Drive for vehicles to make the movement, especially larger vehicles including trucks and buses.

Additional discussion of design considerations and impacts beyond the traffic operations will be discussed in Section 5 of this report.

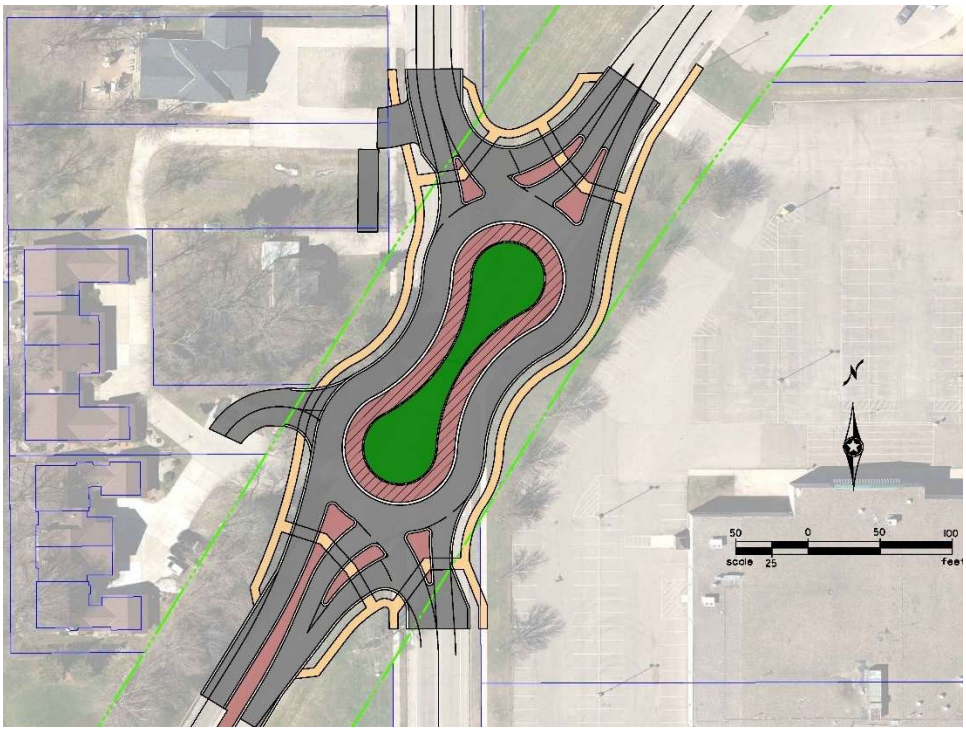
The single lane roundabout would operate with minimal delay and all approaches would operate at LOS A under the 2042 traffic forecast volumes.

Table 9 shows the 2042 single lane roundabout approach and intersection delays/LOS for both peak hours. **Figure 6** represents the preliminary design of the intersection.

Table 9 – Future 2042 Roundabout MOE's

Peak Hour	Delay (sec/veh) / LOS				
	EB Approach Country Club	WB Approach Country Club	NB Approach S. 4th Street	SB Approach S. 4th Street	Intersection
AM	4.4 / A	3.7 / A	4.7 / A	3.5 / A	4.3 / A
PM	4.2 / A	4.4 / A	4.2 / A	4.4 / A	4.3 / A

Figure 6 – Roundabout Control



4.3.3.2 Split T-Intersection – Minor Stop Control

This scenario includes the reconstruction of the intersection to provide two separate T-intersections. Each leg of S. 4th Street is squared up to remove any skew at each intersection. S. 4th Street vehicles can still make a right turn onto Country Club Drive and make a left turn to continue along S. 4th Street; left turn lanes will be provided between the T-intersections.

Additional discussion of design considerations and impacts beyond the traffic operations will be discussed in Section 5 of this report.

The full access minor stop T-intersections would operate with minimal delay and all approaches would operate at LOS A under the 2042 traffic forecast volumes.

Table 10 shows the 2042 Split T-intersection design with minor street stop control approach and intersection delays/LOS for both peak hours. **Figure 7**, on the following page, represents the preliminary design of the split T-intersection.

Table 10 – Future 2042 Split T-Intersection Minor Stop MOE's

Intersection	Peak Hour	Delay (sec/veh) / LOS				
		EB Left Turn Country Club	WB Left Turn Country Club	NB Approach S. 4th Street	SB Approach S. 4th Street	Intersection
West Intersection	AM		7.8 / A	10.4 / B		n/a
East Intersection		7.6 / A			9.5 / A	n/a
West Intersection	PM		7.8 / A	9.7 / A		n/a
East Intersection		7.8 / A			10.1 / B	n/a

Notes: Minor Street Stop Control intersection LOS is typically defined as the worst approach LOS on the minor street; mainline through traffic would have no delay and only the mainline left turns would yield.

4.3.3.3 Split T-Intersection – ¾ Access Control

This scenario includes the reconstruction of the intersection to provide two separate ¾ access T-intersections. Each leg of S. 4th Street is squared up to remove any skew at each intersection. S. 4th Street vehicles can still make a right turn onto Country Club Drive and make a left turn to continue along S. 4th Street; left turn lanes are provided between the T-intersections.

With the reduction to ¾ Access for this design, only the S. 4th Street left turning traffic would be impacted; the volume for these two movements is low without the school traffic. The southbound left turn is expected to be less than 75 vehicles per day and the northbound left turn is expected to be 10 vehicles per day or less. Additional discussion of design considerations and impacts beyond the traffic operations will be discussed in Section 5 of this report.

This scenario was not analyzed operationally as it would operate better than the previous full access scenario, therefore it is expected it would operate with minimal delay and all approaches would operate at LOS A under the 2042 traffic forecast volumes.

Figure 8, on the following page, represents the preliminary design of the split T-intersection with ¾ Access control.

Figure 7 – Split T-Intersection – Minor Stop Control

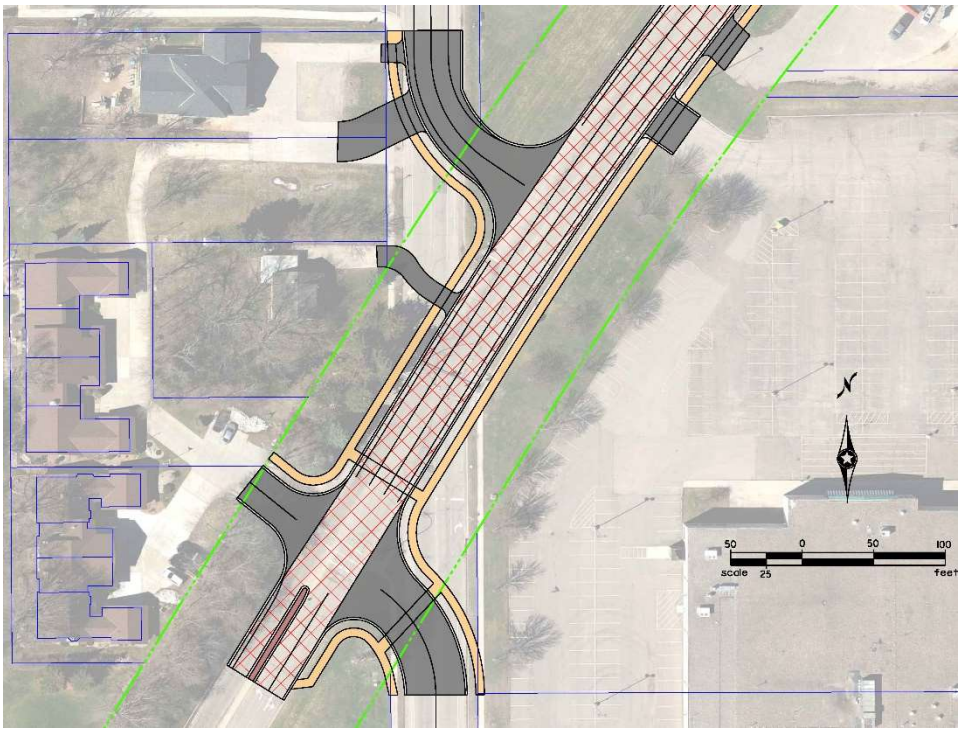
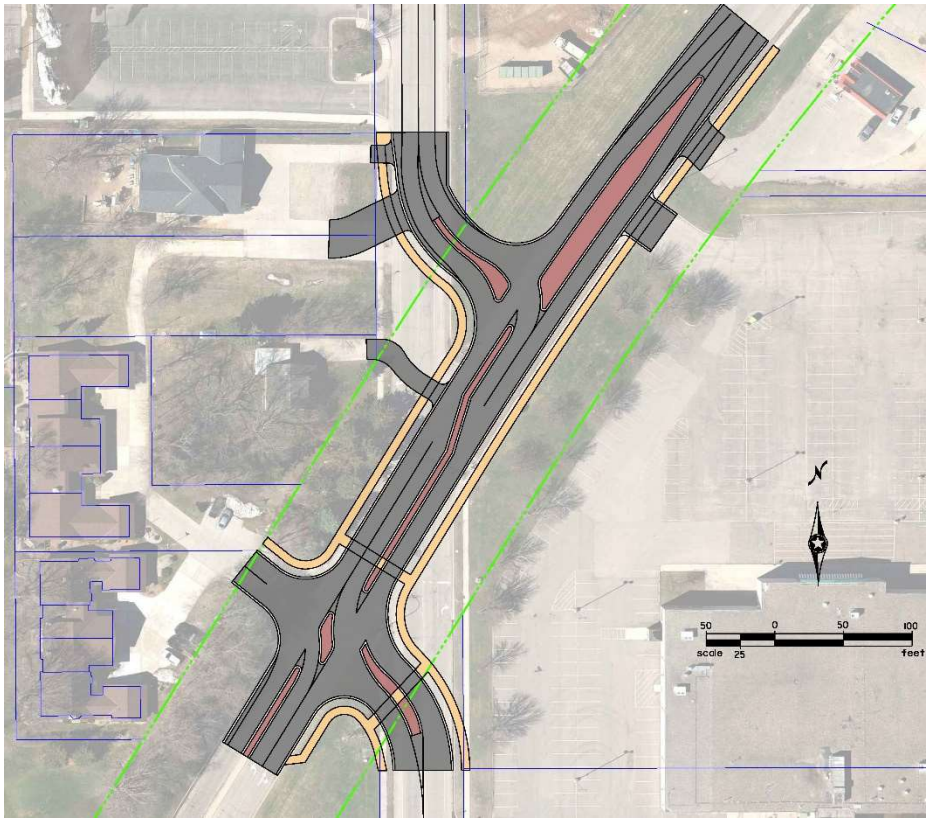


Figure 8 – Split T-Intersection – ¾ Access Control



4.3.3.4 Split T-Intersection – Mini roundabout Control

This scenario includes the reconstruction of the intersection to provide two separate mini roundabout T-intersections. Each leg of S. 4th Street is squared up to remove any skew at each intersection. S. 4th Street vehicles can still make a right turn onto Country Club Drive and make a left turn to continue along S. 4th Street.

Additional discussion of design considerations and impacts beyond the traffic operations will be discussed in Section 5 of this report.

Currently, there is not a standard traffic operations analysis tool to evaluate a mini roundabout; there are only guidelines for the expected operational capacity of the intersection. It should be noted that a mini roundabout would have slightly less capacity than single-lane roundabout examined in this section.

Current FHWA guidance suggests a total entering demand for a mini roundabout to be less than 1,600 vehicles per hour on all approaches. The two study T-intersections have significantly less than this capacity limit, the highest volume in 2042 at either T-intersection is 550 vehicles in the PM peak hour; this is less than 1/3 of the capacity of a mini roundabout.

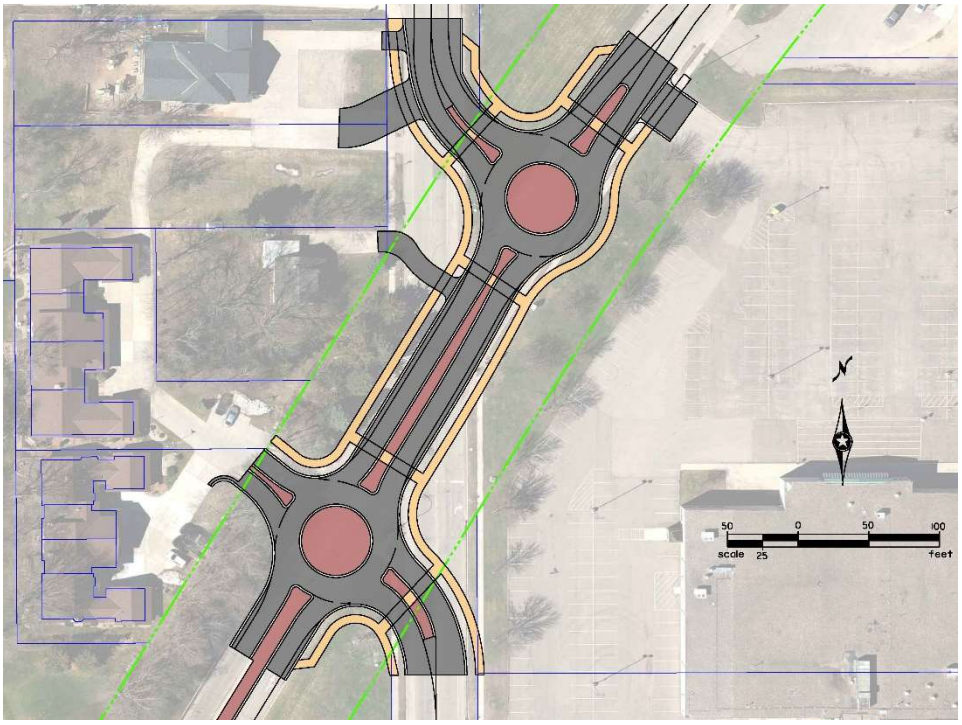
The full access mini roundabout intersections would operate with minimal delay and all approaches would operate at LOS A under the 2042 traffic forecast volumes; this is based on a single lane roundabout analysis within the HCS software.

Table 11 shows the 2042 Split T-intersection design with minor street stop control approach and intersection delays/LOS for both peak hours. **Figure 9** represents the preliminary design of mini roundabouts at the study intersections.

Table 11 – Future 2042 Split T-Intersection Mini roundabout MOE's

Intersection	Peak Hour	Delay (sec/veh) / LOS				
		EB Approach Country Club	WB Approach Country Club	NB Approach S. 4th Street	SB Approach S. 4th Street	Intersection
West Intersection	AM	4.4 / A	3.7 / A	4.6 / A		4.2 / A
East Intersection		5.1 / A	3.7 / A		3.5 / A	4.6 / A
West Intersection	PM	4.1 / A	4.7 / A	4.1 / A		4.4 / A
East Intersection		4.4 / A	4.3 / A		4.3 / A	4.3 / A

Figure 9 – Split T-Intersection – Mini roundabout Control



4.4 Control Comparisons

All traffic control options can have advantages and disadvantages. This section will provide a brief description of each control evaluated.

While traffic signal control provides orderly flow for all traffic with reasonable delays, they can increase crashes, add delay to the major roadway, and have continuous maintenance costs. For this study intersection, the volumes do not warrant the current traffic signal control and it should be removed.

Roundabout control also provides orderly flow for all traffic but at much lower speeds; this results in reduced crashes and less severe crashes. The biggest disadvantage of roundabouts is typically the cost to construct and potential right-of-way impacts.

Minor stop control provides no delay for the mainline through traffic; this typically results in added delays for the minor stop approaches. The main concern with this type of intersection is safety with vehicles trying to find gaps to cross the major roadway; these crashes can typically be more severe as they result in right-angle collisions.

A ¾ access intersection removes the through and left turning traffic from the minor approach and significantly improves the safety of the intersection, all while mainline through traffic incurs no delays. The restricted access can increase travel times for some movements and the addition of medians can add to the overall cost and construction impacts.

5 Other Considerations

In addition to providing safe and efficient intersection control, a desired outcome of the study is to also provide safe pedestrian crossings, minimize driveway access impacts, minimize right-of-way impacts, and construction costs.

5.1 Pedestrian Crossing

The 2021 count was conducted in March with good weather; while this may not represent the peak pedestrian times throughout the year, the intersection did see pedestrians crossing.

As previously mentioned, there are only marked crossings on the west and south legs of the intersection. The west leg had the most activity with 36 crossing throughout the day, the south leg had a total of 5 crossings. These 41 crossings occurred mostly after the noon hour and did not seem to be generated by the nearby school.

The north and east legs do not have any markings as there is no sidewalk provided on either roadway in the northeast quadrant of the intersection. While the north leg did not have any crossings, the east leg did have 6 total crossings. In the AM peak period, prior to the school start time, 4 of these crossings did occur and appeared to be students and staff.

The existing traffic signal currently provides a controlled pedestrian crossing at the intersection; however, with the potential signal removal, the pedestrian crossing would change.

In most alternatives, a median was included in the design in order to provide a pedestrian refuge. The refuge island allows pedestrians to cross one direction of traffic at a time, making finding available gaps significantly easier and can improve pedestrian visibility.

Based on the MnDOT guidance, additional crossing treatments are typically only installed for crossing that have 20 pedestrians per hour; therefore, no additional enhancements were considered at this time other than providing marked crosswalks.

5.2 Design Alternatives

Each design alternative was preliminarily laid out to assess the various impacts of each design. This section will review each design scenario, the impacts, and provide preliminary cost estimates.

Discussion with City staff resulted in some design considerations for each of the alternatives. The design considerations are as follows:

- Limit impacts to the northeast quadrant of the intersection. The property is currently occupied by the Minnesota National Guard.
  - No plans to construct sidewalks in this quadrant.
- The southwest quadrant is a city owned property that can be utilized as needed.
- Show existing driveway connections.

As previously mentioned, the existing traffic signal is not warranted and should be removed. Due to the existing intersection skew, stop control is not a viable option as the intersection sight lines become problematic and safety a big concern.

Full intersection layouts and cost estimate information can be found in **Appendix C**. It should be noted that the cost estimates do not include right-of-way or the cost to remove the existing signal.

5.2.1 Single Roundabout

The only viable option to keep a single intersection without skew issues is to provide a single lane roundabout. Due to the intersection skew, the roundabout was designed as an elongated oval shape with additional curves to ensure vehicles remain at low speeds as they traverse the intersection. The skew also requires right turn bypass lanes along both directions of Country Club Drive for vehicles to make the movement, especially larger vehicles including trucks and buses.

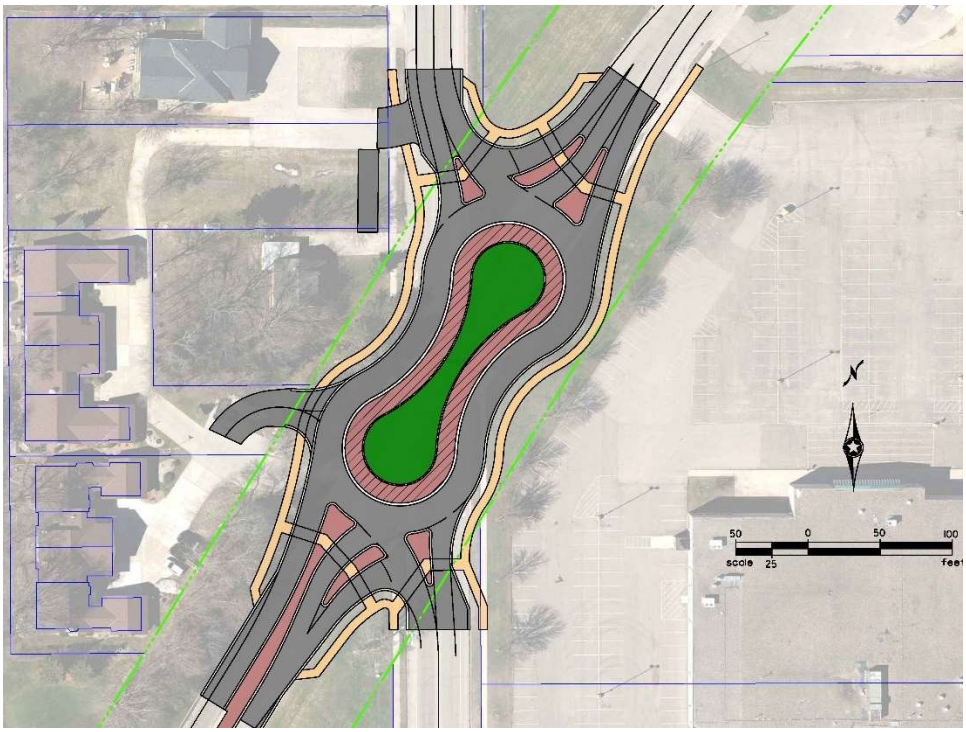
This design currently shows sidewalks surrounding the intersection, considerations for final placement of sidewalks and crosswalks can be done during the design phase.

Driveways were connected in varying ways for this alternative. The multi-family complex driveway was connected as an additional leg of the roundabout to allow for full movement to and from the driveway. The two driveways on S. 4th Street would be combined to provide access out to S. 4th Street.

The estimated construction cost for this design alternative is approximately **$1,369,500**.

Figure 10 represents the preliminary design of the single lane roundabout.

Figure 10 – Roundabout Control



5.2.2 Split T – Minor Stop

To address the existing intersection skew, this scenario includes the reconstruction of the intersection to provide two separate T-intersections. Each leg of S. 4th Street is squared up to remove any skew at each intersection. The north leg of S. 4th Street was tightened to limit impacts to the northeast quadrant, the south leg was aligned across from the driveway in the northwest quadrant.

Vehicle traffic patterns along S. 4th Street would be impacted with the split T design. Through traffic on S. 4th Street vehicles can still make a right turn onto Country Club Drive and make a left turn to continue along S. 4th Street; left turn lanes will be provided between the T-intersections. All other movements are not impacted by the design change.

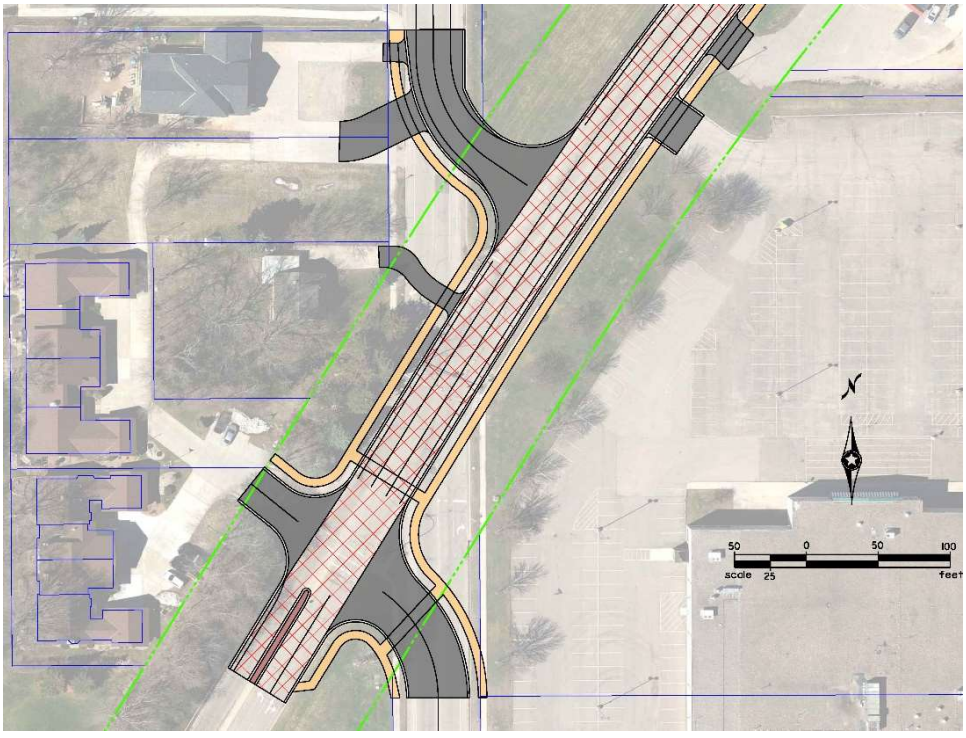
Driveways were connected in varying ways for this alternative. The multi-family complex driveway was connected as an additional leg of the west intersection to allow for full movement to and from the driveway. The two driveways on S. 4th Street would be split with one connecting to S. 4th Street and one connecting to Country Club Drive.

Without medians, this design is considered the minimal option to incorporate the split T-intersection design. Without medians, the pedestrian crossing would cross 3 full lanes of traffic on Country Club Drive.

The estimated construction cost for this design alternative is approximately **$732,300**; if medians are provided between the intersections, the cost increases to approximately **$873,000**.

Figure 11 represents the preliminary design of the split T minor stop intersections.

Figure 11 – Split T-Intersection – Minor Stop Control



5.2.3 Split T – ¾ Access

To improve safety of the intersection, the ¾ access scenario provides medians and reduced conflict points. The design is a continuation of the prior Split T design information.

Vehicle traffic patterns along S. 4th Street would be impacted with the split T design. Through traffic on S. 4th Street vehicles can still make a right turn onto Country Club Drive and make a left turn to continue along S. 4th Street; left turn lanes will be provided between the T-intersections. The biggest impact with this design is the removal of the minor street, S. 4th Street, left turns onto County Club Drive. The volume for these two movements is low without the existing school traffic.

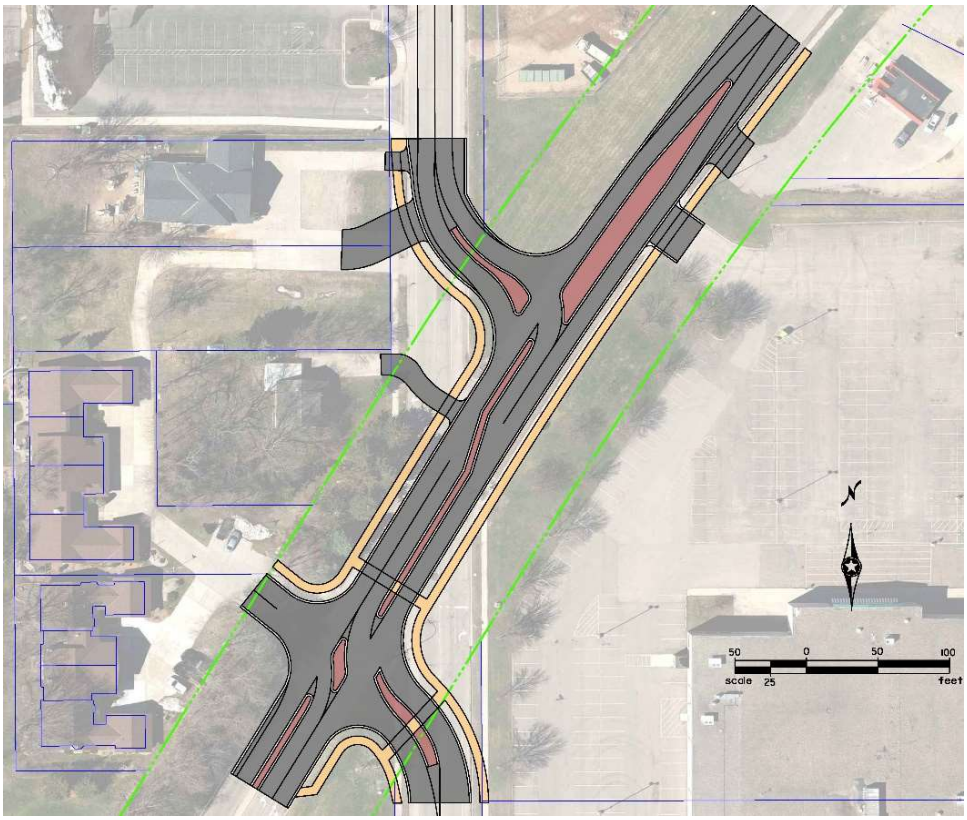
- The southbound left turn is expected to be less than 75 vehicles per day. There is no direct u-turn movement is provided; however, southbound traffic can easily reroute to the new roundabout at TH 19/Country Club Drive.
- The northbound left turn is expected to be 10 vehicles per day or less; this traffic can travel east to the new roundabout at TH 19/Country Club Drive to make a u-turn.

Driveways were connected in the same fashion as the previous split T-intersection design; however, the reduced access design would require some trips to reroute or complete a U-turn. With medians, this design provides a pedestrian refuge crossing of Country Club Drive.

The estimated construction cost for this design alternative is approximately **$952,100**.

Figure 12 represents the preliminary design of the split T ¾ access intersections.

Figure 12 – Split T-Intersection – ¾ Access Control



5.2.4 Split T – Mini Roundabouts

To improve safety of the intersection, this mini roundabout scenario provides reduced speeds, reduced conflict points, and reduced injury crashes. The design is a continuation of the prior split T design information.

The mini roundabout design will lower vehicle speeds as they travel through the intersections. Typical travel speeds are reduced to approximately 15 mph with mini roundabouts. The lower speeds not only significantly reduce the severity of crashes but provide pedestrians a more comfortable crossing experience.

Mini roundabouts have an inscribed circle diameter ranging from 50 to 95 feet. Accommodation of large vehicles through a mini roundabout is feasible with the traversable center median and MnDOT has constructed several mini roundabouts throughout the State on similar roadways.

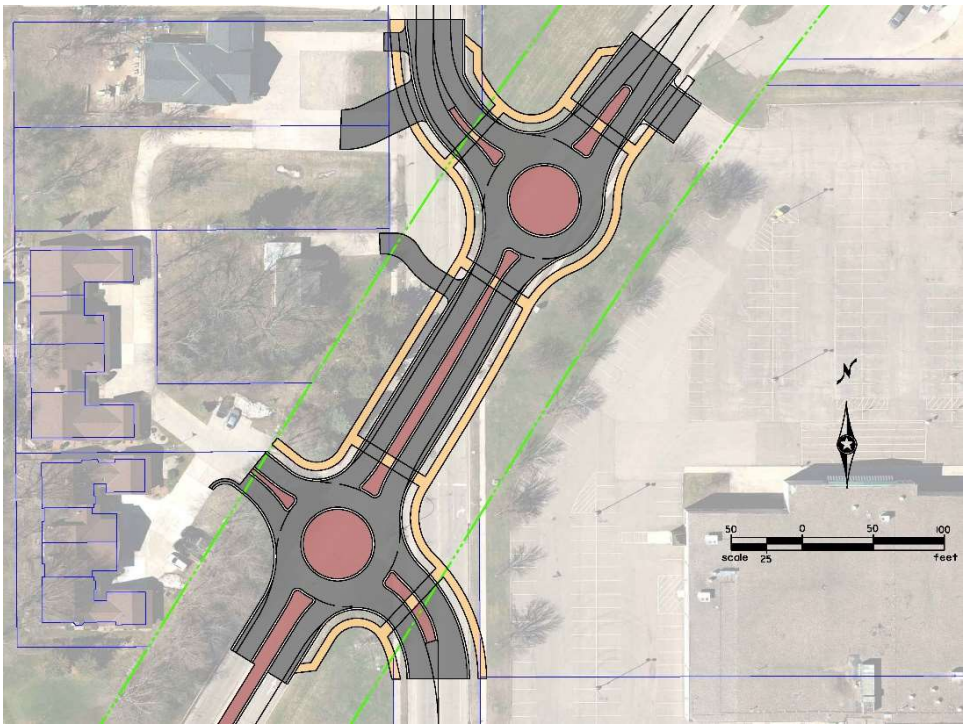
Vehicle traffic patterns along S. 4th Street would be impacted with the split T design. Through traffic on S. 4th Street vehicles can still make a right turn onto Country Club Drive and make a left turn to continue along S. 4th Street. All other movements are not impacted by the design change.

Driveways were connected in the same fashion as the previous split T-intersection designs. With medians, this design provides a pedestrian refuge crossing of Country Club Drive. This design currently shows sidewalks surrounding the intersection, considerations for final placement of sidewalks and crosswalks can be done during the design phase.

The estimated construction cost for this design alternative is approximately **$1,162,900**.

Figure 13 represents the preliminary design of the split T mini roundabout intersections.

Figure 13 – Split T-Intersection – Mini roundabout Control



5.2.5 Split T – Combination of Control

Any of the split T-intersection control options operate very well and would provide a safe and efficient travel. With the reduced access, ¾ access, only impacting a small number of vehicles per day, each of these T-intersection options could essentially be interchangeable and combined

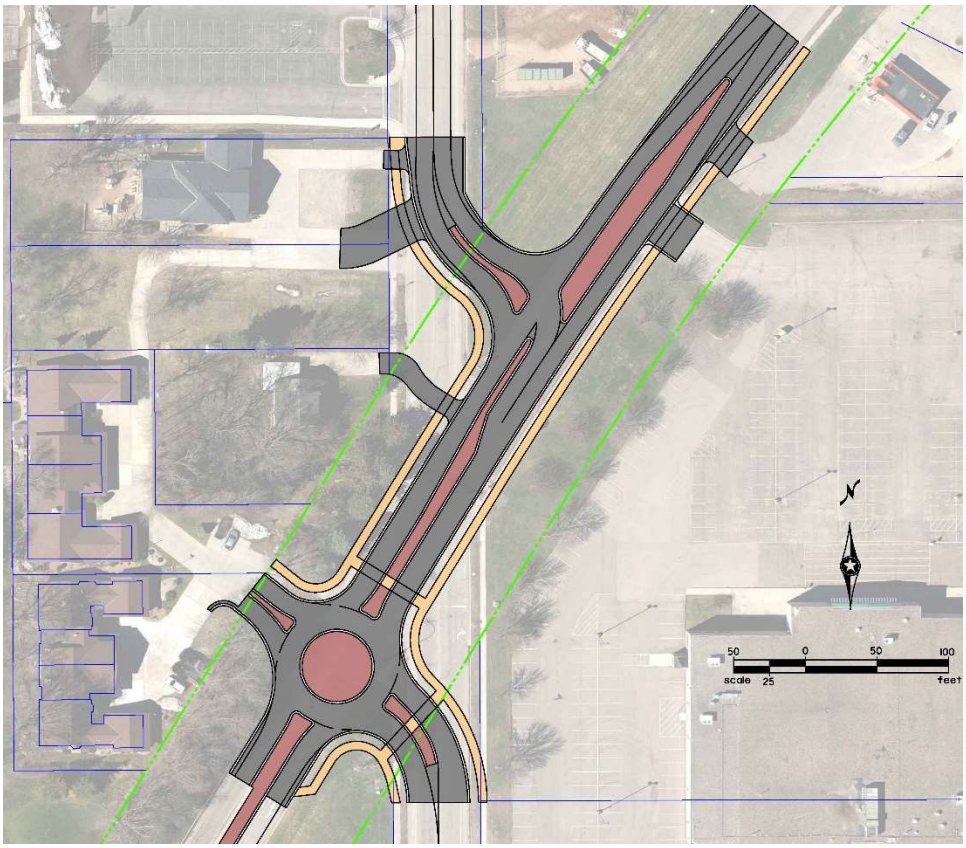
Based on input from the City, the western intersection would have a positive impact on vehicles speeds with a mini roundabout option. Currently, this leg of the intersection is posted at a higher speed than the adjacent roadway; the roundabout design would geometrically control vehicles speeds approaching from the west. The mini roundabout provides full access for the multi-family driveway and a u-turn opportunity for the RI/RO driveway on Country Club Drive.

The eastern intersection as a ¾ access would provide a safety benefit with the reduction in vehicle conflicts. Paired with the mini roundabout, any southbound left turning vehicle would have the ability to make a u-turn movement at the mini roundabout.

The estimated construction cost for this design alternative is approximately **$1,137,200**.

Figure 14 represents the preliminary design of the split T with mini roundabout and ¾ access intersections.

Figure 14 – Split T-Intersection – Combination Control



6 Conclusion

The existing traffic signal control currently operates acceptably and does not have a safety concern based on the existing crash history; traffic operations are expected to remain acceptable through the forecast year of 2042 even with redevelopment in the area.

However, the intersection does not currently meet volume warrant criteria for keeping a traffic signal; based on not meeting the 60% of the Warrant 1 volume thresholds from the MnMUTCD. Due to the intersection skew, the current signal timings do not provide enough Yellow and All Red times for vehicles to clear the downstream crosswalks safely. The traffic signal also provides additional maintenance costs as it is currently the only signal operated by the City of Marshall.

If the existing, unwarranted traffic signal remained in-place, there are negative impacts for the intersection and its users. The traffic signal, on average, has the highest crash rate of any intersection control option. While the intersection is currently performing safely, the MnDOT average for this intersection signal type suggests that crashes could increase. The traffic signal also creates unnecessary delays for all roadway users. When a minor street vehicle approaches the intersection, the vehicle waits for the signal phase change, creating delays for the mainline traffic when the phase switches. With volumes much lower than the warrant thresholds, the mainline vehicles would not be required to stop, and the minor street vehicle can easily find gaps in traffic to pass through the intersection.

Due to the intersection skew, vehicles sight lines can be severely impacted. Therefore, minor street stop control and all-way stop control at the current intersection were not evaluated. Roundabout control was evaluated based on the safety and operational benefits.

The only viable option to keep the existing intersection operating is a single lane roundabout configuration. Due to the skew, the roundabout is elongated and requires right turn bypass lanes along Country Club Drive. The addition of the multi-family driveway would also make this a 5-legged roundabout with an elongated circle. While this alternative provides LOS A operations, reduced conflict points, lower speeds, and an overall safe intersection design, it also has the highest estimated construction costs **($1,369,500**) and potential for driver confusion with the non-standard design. Therefore, this alternative is not being carried forward for consideration.

To improve the intersection skew and vehicle sight lines, a split T-intersection design was evaluated; this design creates two separate T-intersections and squares up the S. 4th Street approaches to County Club Drive, providing a smaller intersection footprint. Under this design configuration, 3 intersection control options were evaluated at each T-intersection.

- **Minor Street Stop Control (Split T)**: this option provides LOS B or better for the minor street approaches at each intersection; it should be noted that Country Club Drive through traffic would no longer incur delays. The average crash rate for an urban minor stop controlled intersection is 0.18 crashes per MEV; the MnDOT traffic signal average is 0.52 crashes per MEV. The two T-intersection design would reduce the vehicle conflict points down to 9 points at each intersection: a 44% reduction. The base cost for this alternative is **$732,300**; if medians were added the cost increases to **$873,000**.
- **¾ Access Control (Split T)**: this option was not operationally analyzed; the minor stop approaches should be improved over the minor stop control scenario as all traffic must now make a right turn maneuver. Therefore, it is expected to provide LOS A for all traffic. As S. 4th Street through traffic can still make a right to left maneuver, only the minor

street left turns are impacted by this reduced access design. The volume currently making this maneuver, after the school has moved, is relatively low with less than 100 vehicles per day. This control option was considered for the safety benefits of the design. The two T-intersection design would reduce the vehicle conflict points down to 5 points at each intersection, a 69% reduction; the MnDOT average crash rate for this type of intersection is 0.16 crashes per MEV. The base cost for this alternative is **$952,100.**

- **Mini Roundabout Control (Split T)**: this option provides LOS A for all traffic entering the intersection area. This control option was considered for the safety benefits of the designs. The design of the intersections geometrically reduces vehicle speeds to pass through the intersection, this is one reason roundabouts have a significant reduction in severe crashes; approximately 85% reduction in fatal and severe injury crashes. The two T-intersection design would reduce the vehicle conflict points down to 6 points at each intersection, a 63% reduction. MnDOT does not provide a mini roundabout crash rate, though a single lane roundabout crash rate is 0.32 crashes per MEV. The base cost for this alternative is **$1,162,900.**

The following matrix compares the various control options evaluated:

Table 12 – Evaluation Matrix

Scenario/Control Option	Operations (worst LOS)	Expected Crashes (2042 year)	Estimated Construction Cost	Comment
Traffic Signal (existing Intersection)	LOS B	0.7 (1.2)[3]	n/a	✗ Signal not warranted; not viable.
Minor Stop (existing intersection)	n/a	0.4	n/a	✗ Intersection Skew, not viable.
All-Way Stop (existing intersection)	n/a	0.8	n/a	✗ Intersection Skew, not viable.
Roundabout (existing intersection)	LOS A	0.7	$1,369,500	✗ Driver confusion, highest cost.
Minor Stop (Split T)	LOS B	0.6[4]	$732,300 ($873,000)[5]	✓ Viable at both intersections.
¾ Access (Split T)	LOS A	0.6[4]	$952,100	✓ Viable at both intersections.
Mini Roundabout (Split T)	LOS A	0.5[4]	$1,162,900	✓ Viable at both intersections.

Notes:

1: “Existing Intersection” leave existing skew; “Split T” develops two T-intersections.

2: ”n/a” alternative considered not viable and no information exists.

3: 0.7 crashes based on existing intersection rate; 1.2 crashes based on MnDOT average crash rate.

4: MnDOT average crash rates at both T-intersections; reduced conflict points at T-intersections would improve estimate.

5: Higher costs includes medians along County Club Drive.

6.1 Recommendation

All evaluated options would provide safe and efficient operations. With the existing signal control not meeting warrants, it should be removed to improve the overall user experience. Based on the analysis the split T-intersection design provides the best solution through the 2042 forecast year. The split T-intersection design allows for mixing the control options as previously discussed.

The following recommendation is based on the intended purpose of the project to improve the intersection safety for both vehicle and non-motorized users, improve the operational efficiency of the intersection, maintain driveway access, and minimize construction impacts and costs. Input from City of Marshall staff and the analysis documented in this report resulted in the recommendation of the **Split T-Intersection design** with the following control:

- Mini Roundabout at the western intersection
- ¾ Access at the eastern intersection.

This recommended control option provides the intended purpose to improve intersection safety for all users, improve the operational efficiency, maintain driveway access, while limiting construction impacts and costs. This scenario improves the safety of the intersections by significantly reducing vehicle conflict points and lower travel speeds, it also provides the lowest overall delay with LOS A operations for all vehicles.

The mini roundabout would geometrically control vehicle speeds at the intersection, as well the approaching higher speed Country Club Drive traffic from the west, the reduced speeds improve the safety of the intersection, as does the ¾ access at the eastern intersection. The total vehicle conflict points are significantly reduced from 32 at the standard intersection down to 13 with this configuration: a 60% reduction. Fatal and severe injury crashes are reduced by approximately 85% at a single lane roundabout controlled intersection. The proposed design is expected to reduce the overall crashes by just over 20% compared to the existing traffic signal.

The mini roundabout also provides the ability for U-turns to easily be maneuvered. With the reduction in access at the eastern T-intersection, as well as the single-family driveways adjacent to the intersection, this minimizes the access impacts; the multi-family residential driveway is provided full access at the mini roundabout. This results in very minimal traffic pattern impacts for the minor street approaches or the driveways within the design area.

The design has minimal construction impacts as most of the work is within the existing right of way. The overall construction cost for this recommendation is approximately **$1,137,200** (see Appendix C for layout and full cost estimate); while this not the lowest alternative cost estimate, it provides additional benefits that meet the intended purpose of the project.

A typical concern with a mini roundabout is larger vehicles turning at the intersection. The current design shown in the layout includes an outside diameter of 85 feet; therefore, this design on the larger scale for a mini roundabout. The larger diameter allows for a typical school bus to make a right or left turn at the intersection within the travel lanes. Larger vehicles, including semi-trucks, would have to use the traversable center median to pass through the intersection.

The following **Figure 15** represents the recommended intersection control options with the mini roundabout and ¾ access intersection control. **Figure 16** represents a typical school bus vehicle path through the mini roundabout intersection for both turns from Country Club Drive.

Figure 15 – Recommended Intersection Control

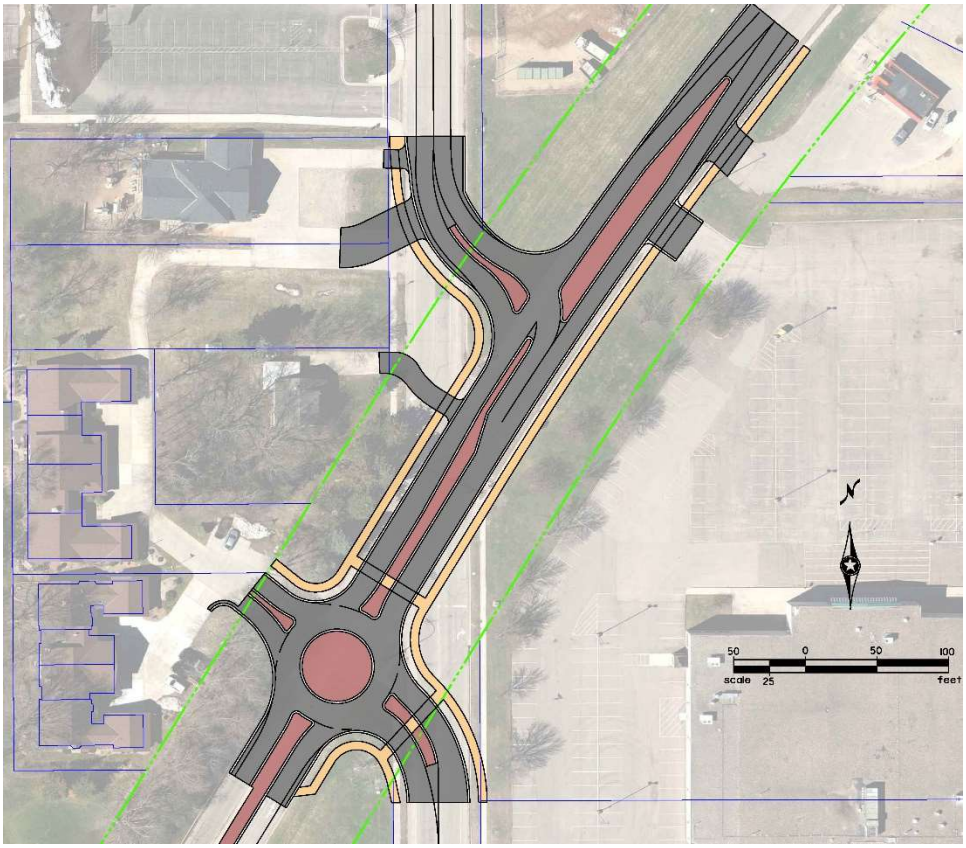
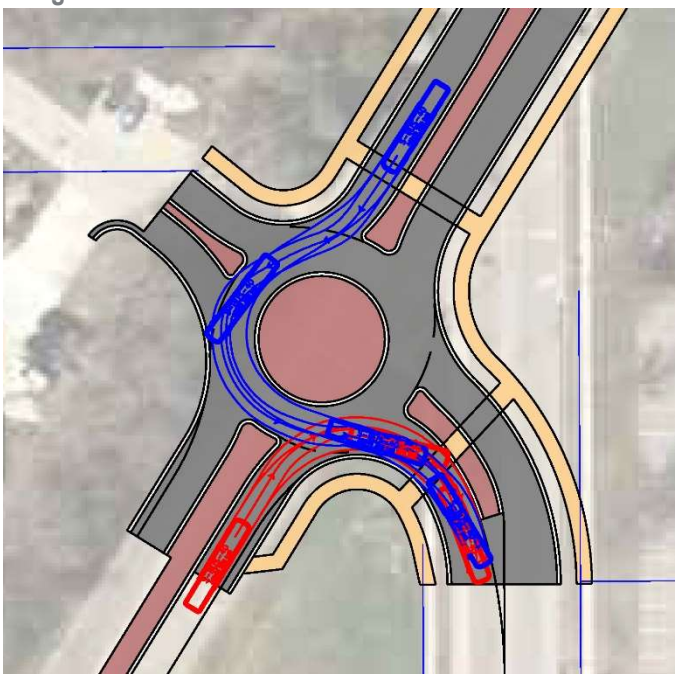


Figure 16 – Mini Roundabout School Bus Vehicle Path



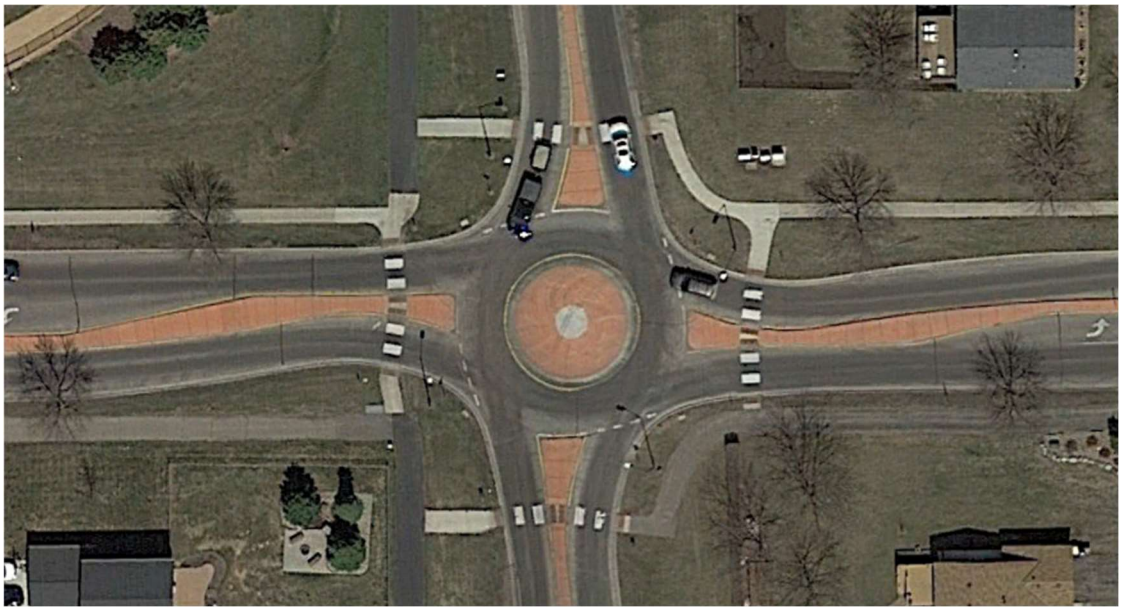
6.1.1 Example Intersections

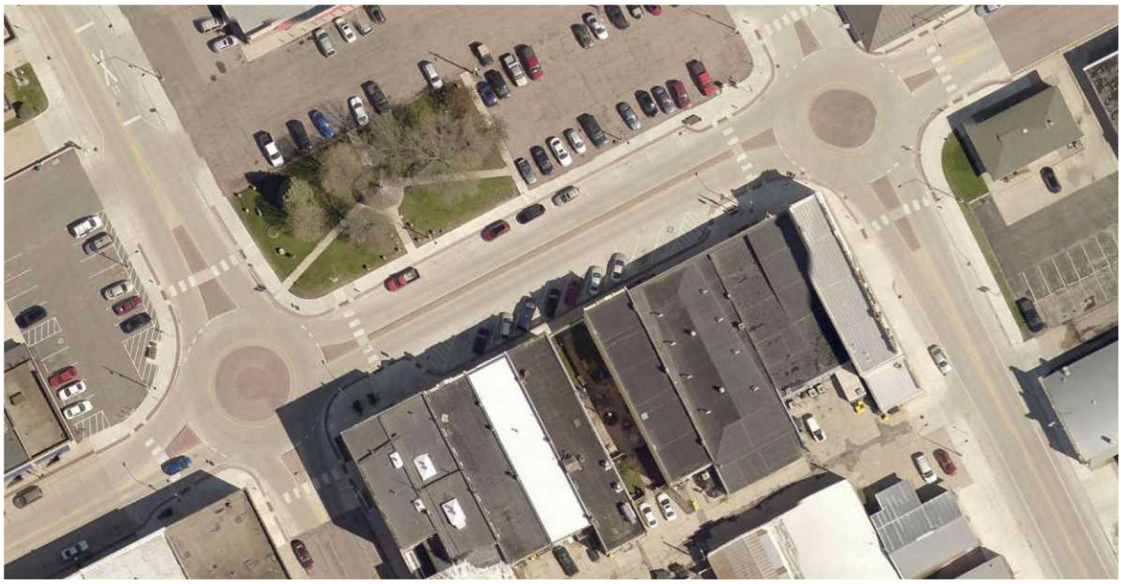
Both the mini roundabout and the ¾ access intersection may not be familiar to many drivers. The following are some examples of both intersection types throughout the state.

The 1st image is a mini roundabout in Shakopee at Vierling Drive and Spencer Street (CR 79). Average daily traffic on all four legs ranges from 2,950 to 7,300 vehicles per day: approximate 80' outside diameter.

The 2nd image is a pair of mini roundabouts in St James at 1st Avenue (TH 4) and both 7th Street and Armstrong Boulevard. Average daily traffic on all legs of each ranges from 2,250 to 5,400 vehicles per day: approximate 85' outside diameter.

Figure 17 – Example Mini Roundabout – Shakopee and St James, MN

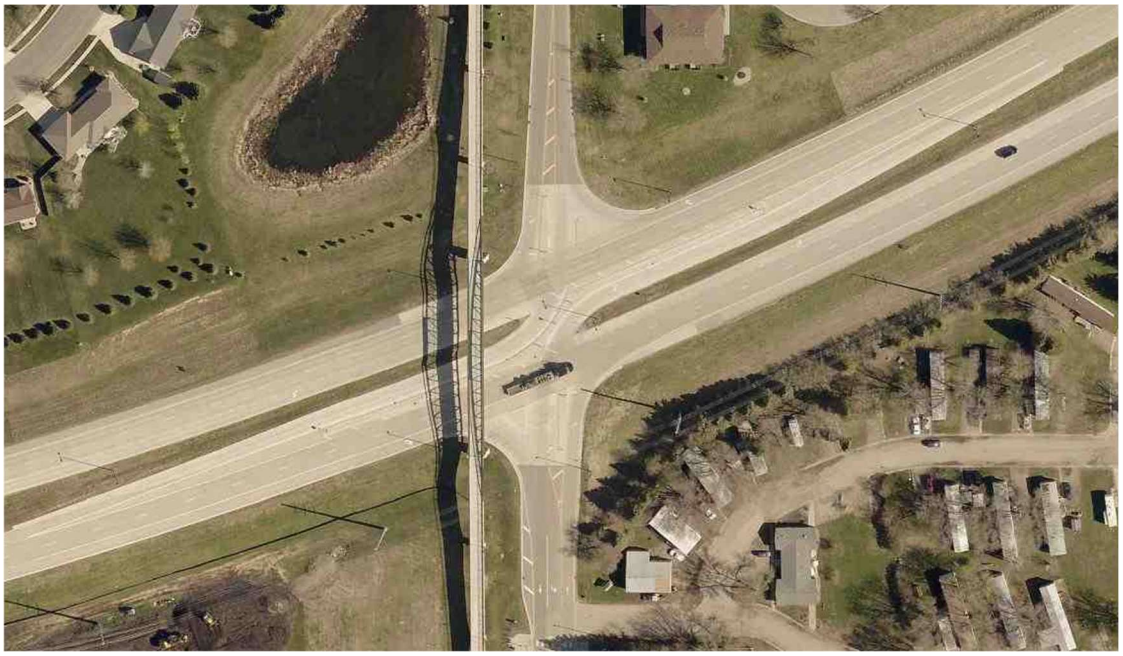




The 1st image is a reduced conflict intersection (RCI) in Marshall at TH 23 and Saratoga Street includes a ¾ access at the main intersection. U-turn movements at this intersection are provided downstream along TH 23, the mini roundabout provides the U-turn ability for the proposed ¾ access.

The 2nd image is a ¾ access T-intersection in Maple Plain at US 12 and Howard Avenue.

Figure 18 – Example ¾ Access – Marshall and Maple Plain, MN



Appendix A

Traffic Control Warrants

Table 1
Country Club Drive at 4th Street
Warrant Analysis Summary

Year	Scenario	All-way Stop Warrant	Signal Warrant				
			Warrant 1 8-hour	Warrant 2 4-hour	Warrant 3 Peak Hour	Warrant 1 (80%) 8-hour	Warrant 1 (60%) 8-hour
2021	Existing	Not Met 5 of 8 hours	Not Met 0 of 8 hours	Not Met 0 of 4 hours	Not Met 0 of 1 hours	Not Met 0 of 8 hours	Not Met 0 of 8 hours
	School Volumes Removed	Not Met 3 of 8 hours	Not Met 0 of 8 hours	Not Met 0 of 4 hours	Not Met 0 of 1 hours	Not Met 0 of 8 hours	Not Met 0 of 8 hours
2042	School Volumes Removed	Not Met 6 of 8 hours	Not Met 0 of 8 hours	Not Met 0 of 4 hours	Not Met 0 of 1 hours	Not Met 0 of 8 hours	Not Met 2 of 8 hours

Based on existing and future warrant analysis, the existing traffic signal at this intersection should be removed because it does not meet 60% of the warrant volume thresholds. None of the volume on Country Club Drive (major approach) are within 35% of the volume thresholds to meet even 1 hour of Warrant 1.

SHORT ELLIOTT HENDRICKSON INC.

10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A1a

2021 Existing - Country Club Dr at 4th St
ALL WAY STOP
WARRANT ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021

OPERATOR: 1/0/1900

85th% Speed	Approach Description		Lanes	Approach Total
41	Major App1:	Country Club Dr EB	2	1161
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	2	899
30	Minor App4:	4th St SB	2	1088

0.70 SPEED FACTOR USED? **Yes**

Minimum Volume Requirement
210 **140**

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MINOR APPROACH TOTAL Σ (APP.2 + APP. 4)	WARRANT MET MAJOR / MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO
6:00 - 7:00	58	30	40	13	88	53	NO / NO
7:00 - 8:00	156	59	122	192	215	314	**YES / YES**
8:00 - 9:00	90	58	55	53	148	108	NO / NO
9:00 - 10:00	69	33	47	34	102	81	NO / NO
10:00 - 11:00	87	59	62	49	146	111	NO / NO
11:00 - 12:00	62	66	51	77	128	128	NO / NO
12:00 - 13:00	92	102	81	113	194	194	NO / YES
13:00 - 14:00	69	96	60	65	165	125	NO / NO
14:00 - 15:00	107	104	87	123	211	210	**YES / YES**
15:00 - 16:00	89	146	75	89	235	164	**YES / YES**
16:00 - 17:00	110	121	85	116	231	201	**YES / YES**
17:00 - 18:00	100	148	76	109	248	185	**YES / YES**
18:00 - 19:00	72	93	58	55	165	113	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO
Daily	**1161**	**1115**	**899**	**1088**			

	Met (Hr)	Required (Hr)
Hours met for warrant:	**5**	**8**

All-way Stop Warrant: **Not satisfied**

REMARKS:

SHORT ELLIOTT HENDRICKSON INC.

Exhibit A1b

10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

2021 Existing - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1161
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	1	447
30	Minor App4:	4th St SB	1	700

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	420	630	504
Minor Approach	105	53	84

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	58	30	30	9	88	30	NO / NO	NO / NO	NO / NO
7:00 - 8:00	156	59	57	174	215	174	NO / YES	NO / YES	NO / YES
8:00 - 9:00	90	58	31	47	148	47	NO / NO	NO / NO	NO / NO
9:00 - 10:00	69	33	26	16	102	26	NO / NO	NO / NO	NO / NO
10:00 - 11:00	87	59	26	33	146	33	NO / NO	NO / NO	NO / NO
11:00 - 12:00	62	66	20	37	128	37	NO / NO	NO / NO	NO / NO
12:00 - 13:00	92	102	46	33	194	46	NO / NO	NO / NO	NO / NO
13:00 - 14:00	69	96	33	34	165	34	NO / NO	NO / NO	NO / NO
14:00 - 15:00	107	104	38	100	211	100	NO / NO	NO / YES	NO / YES
15:00 - 16:00	89	146	35	62	235	62	NO / NO	NO / YES	NO / NO
16:00 - 17:00	110	121	40	65	231	65	NO / NO	NO / YES	NO / NO
17:00 - 18:00	100	148	39	65	248	65	NO / NO	NO / YES	NO / NO
18:00 - 19:00	72	93	26	25	165	26	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1161**	**1115**	**447**	**700**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	0	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	0	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied
Warrant 2	**Four Hour Volumes**	0	4	Not satisfied
Warrant 3	**Peak Hour Volumes**	0	1	Not satisfied
Warrant 7	**Crash Experience**	0	8	Not satisfied

COMMENTS:

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A1c

2021 Existing - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021

OPERATOR: 0

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1161
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	1	447
30	Minor App4:	4th St SB	1	700

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**

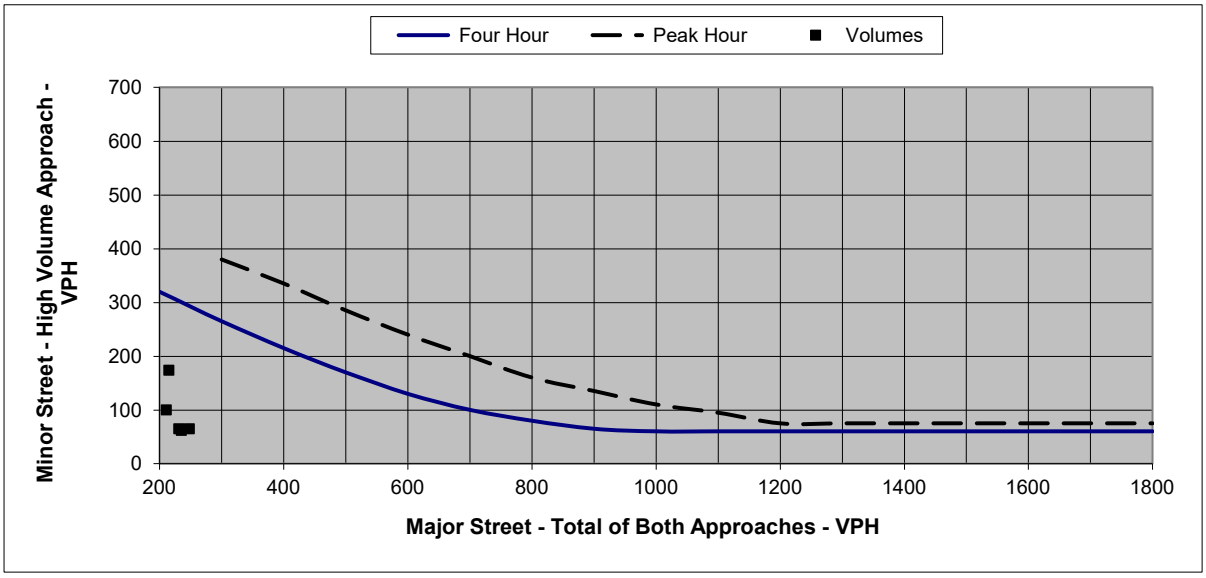


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria (Graph)		
Major Approach	Minor App. Four Hour	Minor App. Peak Hour
200	320	
300	265	380
400	215	335
500	170	285
600	130	240
700	100	200
800	80	160
900	65	135
1000	60	110
1100	60	95
1200	60	75
1300	60	75
1400	60	75
1500	60	75
1600	60	75
1700	60	75
1800	60	75

Actual Hourly Count			Warrants Met: Warrant 2	Warrant 3
HOUR	Sum Major App.	Max Minor App.	Four Hour	Peak Hour
0:00 - 1:00	0	0	NO	NO
1:00 - 2:00	0	0	NO	NO
2:00 - 3:00	0	0	NO	NO
3:00 - 4:00	0	0	NO	NO
4:00 - 5:00	0	0	NO	NO
5:00 - 6:00	0	0	NO	NO
6:00 - 7:00	88	30	NO	NO
7:00 - 8:00	215	174	NO	NO
8:00 - 9:00	148	47	NO	NO
9:00 - 10:00	102	26	NO	NO
10:00 - 11:00	146	33	NO	NO
11:00 - 12:00	128	37	NO	NO
12:00 - 13:00	194	46	NO	NO
13:00 - 14:00	165	34	NO	NO
14:00 - 15:00	211	100	NO	NO
15:00 - 16:00	235	62	NO	NO
16:00 - 17:00	231	65	NO	NO
17:00 - 18:00	248	65	NO	NO
18:00 - 19:00	165	26	NO	NO
19:00 - 20:00	0	0	NO	NO
20:00 - 21:00	0	0	NO	NO
21:00 - 22:00	0	0	NO	NO
22:00 - 23:00	0	0	NO	NO
23:00 - 24:00	0	0	NO	NO

SHORT ELLIOTT HENDRICKSON INC.

Exhibit A1d

10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

2021 Existing - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

Volume Threshold Reduced to 80% of Full Volume Warrant Thresholds

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1161
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	1	447
30	Minor App4:	4th St SB	1	700

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

80%

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	336	504	403.2
Minor Approach	84	42.4	67.2

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	58	30	30	9	88	30	NO / NO	NO / NO	NO / NO
7:00 - 8:00	156	59	57	174	215	174	NO / YES	NO / YES	NO / YES
8:00 - 9:00	90	58	31	47	148	47	NO / NO	NO / YES	NO / NO
9:00 - 10:00	69	33	26	16	102	26	NO / NO	NO / NO	NO / NO
10:00 - 11:00	87	59	26	33	146	33	NO / NO	NO / NO	NO / NO
11:00 - 12:00	62	66	20	37	128	37	NO / NO	NO / NO	NO / NO
12:00 - 13:00	92	102	46	33	194	46	NO / NO	NO / YES	NO / NO
13:00 - 14:00	69	96	33	34	165	34	NO / NO	NO / NO	NO / NO
14:00 - 15:00	107	104	38	100	211	100	NO / YES	NO / YES	NO / YES
15:00 - 16:00	89	146	35	62	235	62	NO / NO	NO / YES	NO / NO
16:00 - 17:00	110	121	40	65	231	65	NO / NO	NO / YES	NO / NO
17:00 - 18:00	100	148	39	65	248	65	NO / NO	NO / YES	NO / NO
18:00 - 19:00	72	93	26	25	165	26	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1161**	**1115**	**447**	**700**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	0	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	0	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied

COMMENTS:

SHORT ELLIOTT HENDRICKSON INC.

Exhibit A1e

10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

2021 Existing - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

Volume Threshold Reduced to 60% of Full Volume Warrant Thresholds

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1161
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	1	447
30	Minor App4:	4th St SB	1	700

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

60%

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	252	378	302.4
Minor Approach	63	31.8	50.4

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	58	30	30	9	88	30	NO / NO	NO / NO	NO / NO
7:00 - 8:00	156	59	57	174	215	174	NO / YES	NO / YES	NO / YES
8:00 - 9:00	90	58	31	47	148	47	NO / NO	NO / YES	NO / NO
9:00 - 10:00	69	33	26	16	102	26	NO / NO	NO / NO	NO / NO
10:00 - 11:00	87	59	26	33	146	33	NO / NO	NO / YES	NO / NO
11:00 - 12:00	62	66	20	37	128	37	NO / NO	NO / YES	NO / NO
12:00 - 13:00	92	102	46	33	194	46	NO / NO	NO / YES	NO / NO
13:00 - 14:00	69	96	33	34	165	34	NO / NO	NO / YES	NO / NO
14:00 - 15:00	107	104	38	100	211	100	NO / YES	NO / YES	NO / YES
15:00 - 16:00	89	146	35	62	235	62	NO / NO	NO / YES	NO / YES
16:00 - 17:00	110	121	40	65	231	65	NO / YES	NO / YES	NO / YES
17:00 - 18:00	100	148	39	65	248	65	NO / YES	NO / YES	NO / YES
18:00 - 19:00	72	93	26	25	165	26	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1161**	**1115**	**447**	**700**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	0	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	0	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied

COMMENTS:

SHORT ELLIOTT HENDRICKSON INC.

10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A2a

2021 School Traffic Removed - Country Club Dr at 4th St
ALL WAY STOP
WARRANT ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021

OPERATOR: 1/0/1900

85th% Speed	Approach Description		Lanes	Approach Total
41	Major App1:	Country Club Dr EB	2	1139
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	2	867
30	Minor App4:	4th St SB	2	848

0.70 SPEED FACTOR USED? **Yes**

Minimum Volume Requirement
210 **140**

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MINOR APPROACH TOTAL Σ (APP.2 + APP. 4)	WARRANT MET MAJOR / MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO
6:00 - 7:00	58	30	40	13	88	53	NO / NO
7:00 - 8:00	144	59	104	49	203	153	NO / YES
8:00 - 9:00	87	58	51	39	145	90	NO / NO
9:00 - 10:00	69	33	47	34	102	81	NO / NO
10:00 - 11:00	87	59	62	49	146	111	NO / NO
11:00 - 12:00	62	66	51	77	128	128	NO / NO
12:00 - 13:00	92	102	81	113	194	194	NO / YES
13:00 - 14:00	69	96	60	65	165	125	NO / NO
14:00 - 15:00	104	104	82	62	208	144	NO / YES
15:00 - 16:00	85	146	71	72	231	143	**YES / YES**
16:00 - 17:00	110	121	85	112	231	197	**YES / YES**
17:00 - 18:00	100	148	75	108	248	183	**YES / YES**
18:00 - 19:00	72	93	58	55	165	113	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO
Daily	**1139**	**1115**	**867**	**848**			

	Met (Hr)	Required (Hr)
Hours met for warrant:	**3**	**8**

All-way Stop Warrant: **Not satisfied**

REMARKS:

SHORT ELLIOTT HENDRICKSON INC.

Exhibit A2b

10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

2021 School Traffic Removed - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1139
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	1	415
30	Minor App4:	4th St SB	1	479

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	420	630	504
Minor Approach	105	53	84

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	58	30	30	9	88	30	NO / NO	NO / NO	NO / NO
7:00 - 8:00	144	59	39	37	203	39	NO / NO	NO / NO	NO / NO
8:00 - 9:00	87	58	27	34	145	34	NO / NO	NO / NO	NO / NO
9:00 - 10:00	69	33	26	16	102	26	NO / NO	NO / NO	NO / NO
10:00 - 11:00	87	59	26	33	146	33	NO / NO	NO / NO	NO / NO
11:00 - 12:00	62	66	20	37	128	37	NO / NO	NO / NO	NO / NO
12:00 - 13:00	92	102	46	33	194	46	NO / NO	NO / NO	NO / NO
13:00 - 14:00	69	96	33	34	165	34	NO / NO	NO / NO	NO / NO
14:00 - 15:00	104	104	33	44	208	44	NO / NO	NO / NO	NO / NO
15:00 - 16:00	85	146	31	50	231	50	NO / NO	NO / NO	NO / NO
16:00 - 17:00	110	121	40	63	231	63	NO / NO	NO / YES	NO / NO
17:00 - 18:00	100	148	38	64	248	64	NO / NO	NO / YES	NO / NO
18:00 - 19:00	72	93	26	25	165	26	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1139**	**1115**	**415**	**479**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	0	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	0	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied
Warrant 2	**Four Hour Volumes**	0	4	Not satisfied
Warrant 3	**Peak Hour Volumes**	0	1	Not satisfied
Warrant 7	**Crash Experience**	0	8	Not satisfied

COMMENTS:

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A2c

2021 School Traffic Removed - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021

OPERATOR: 0

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1139
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	1	415
30	Minor App4:	4th St SB	1	479

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**

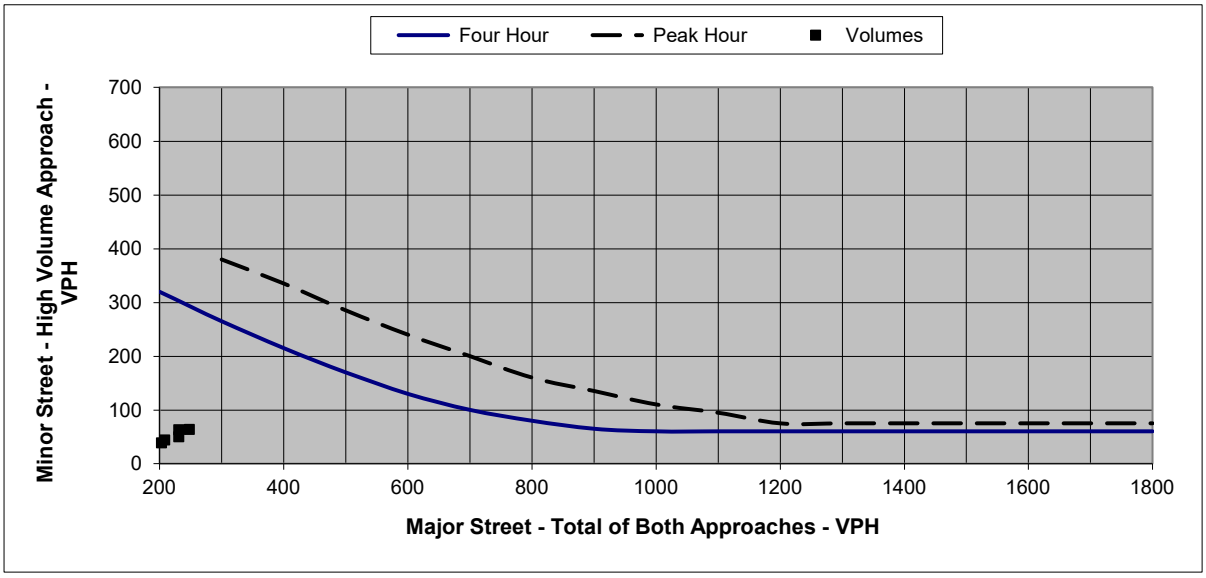


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria (Graph)		
Major Approach	Minor App. Four Hour	Minor App. Peak Hour
200	320	
300	265	380
400	215	335
500	170	285
600	130	240
700	100	200
800	80	160
900	65	135
1000	60	110
1100	60	95
1200	60	75
1300	60	75
1400	60	75
1500	60	75
1600	60	75
1700	60	75
1800	60	75

Actual Hourly Count			Warrants Met: Warrant 2	Warrant 3
HOUR	Sum Major App.	Max Minor App.	Four Hour	Peak Hour
0:00 - 1:00	0	0	NO	NO
1:00 - 2:00	0	0	NO	NO
2:00 - 3:00	0	0	NO	NO
3:00 - 4:00	0	0	NO	NO
4:00 - 5:00	0	0	NO	NO
5:00 - 6:00	0	0	NO	NO
6:00 - 7:00	88	30	NO	NO
7:00 - 8:00	203	39	NO	NO
8:00 - 9:00	145	34	NO	NO
9:00 - 10:00	102	26	NO	NO
10:00 - 11:00	146	33	NO	NO
11:00 - 12:00	128	37	NO	NO
12:00 - 13:00	194	46	NO	NO
13:00 - 14:00	165	34	NO	NO
14:00 - 15:00	208	44	NO	NO
15:00 - 16:00	231	50	NO	NO
16:00 - 17:00	231	63	NO	NO
17:00 - 18:00	248	64	NO	NO
18:00 - 19:00	165	26	NO	NO
19:00 - 20:00	0	0	NO	NO
20:00 - 21:00	0	0	NO	NO
21:00 - 22:00	0	0	NO	NO
22:00 - 23:00	0	0	NO	NO
23:00 - 24:00	0	0	NO	NO

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A2d

2021 School Traffic Removed - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

Volume Threshold Reduced to 80% of Full Volume Warrant Thresholds

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1139
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	1	415
30	Minor App4:	4th St SB	1	479

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

80%

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	336	504	403.2
Minor Approach	84	42.4	67.2

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	58	30	30	9	88	30	NO / NO	NO / NO	NO / NO
7:00 - 8:00	144	59	39	37	203	39	NO / NO	NO / NO	NO / NO
8:00 - 9:00	87	58	27	34	145	34	NO / NO	NO / NO	NO / NO
9:00 - 10:00	69	33	26	16	102	26	NO / NO	NO / NO	NO / NO
10:00 - 11:00	87	59	26	33	146	33	NO / NO	NO / NO	NO / NO
11:00 - 12:00	62	66	20	37	128	37	NO / NO	NO / NO	NO / NO
12:00 - 13:00	92	102	46	33	194	46	NO / NO	NO / YES	NO / NO
13:00 - 14:00	69	96	33	34	165	34	NO / NO	NO / NO	NO / NO
14:00 - 15:00	104	104	33	44	208	44	NO / NO	NO / YES	NO / NO
15:00 - 16:00	85	146	31	50	231	50	NO / NO	NO / YES	NO / NO
16:00 - 17:00	110	121	40	63	231	63	NO / NO	NO / YES	NO / NO
17:00 - 18:00	100	148	38	64	248	64	NO / NO	NO / YES	NO / NO
18:00 - 19:00	72	93	26	25	165	26	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1139**	**1115**	**415**	**479**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	0	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	0	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied

COMMENTS:

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A2e

2021 School Traffic Removed - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

Volume Threshold Reduced to 60% of Full Volume Warrant Thresholds

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1139
30	Major App3:	Country Club Dr WB	2	1115
30	Minor App2:	4th St NB	1	415
30	Minor App4:	4th St SB	1	479

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

60%

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	252	378	302.4
Minor Approach	63	31.8	50.4

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	58	30	30	9	88	30	NO / NO	NO / NO	NO / NO
7:00 - 8:00	144	59	39	37	203	39	NO / NO	NO / YES	NO / NO
8:00 - 9:00	87	58	27	34	145	34	NO / NO	NO / YES	NO / NO
9:00 - 10:00	69	33	26	16	102	26	NO / NO	NO / NO	NO / NO
10:00 - 11:00	87	59	26	33	146	33	NO / NO	NO / YES	NO / NO
11:00 - 12:00	62	66	20	37	128	37	NO / NO	NO / YES	NO / NO
12:00 - 13:00	92	102	46	33	194	46	NO / NO	NO / YES	NO / NO
13:00 - 14:00	69	96	33	34	165	34	NO / NO	NO / YES	NO / NO
14:00 - 15:00	104	104	33	44	208	44	NO / NO	NO / YES	NO / NO
15:00 - 16:00	85	146	31	50	231	50	NO / NO	NO / YES	NO / NO
16:00 - 17:00	110	121	40	63	231	63	NO / YES	NO / YES	NO / YES
17:00 - 18:00	100	148	38	64	248	64	NO / YES	NO / YES	NO / YES
18:00 - 19:00	72	93	26	25	165	26	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1139**	**1115**	**415**	**479**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	0	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	0	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied

COMMENTS:

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A3a

2042 School Traffic Removed - Country Club Dr at 4th St
ALL WAY STOP
WARRANT ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach Description		Lanes	Approach Total
41	Major App1:	Country Club Dr EB	2	1259
30	Major App3:	Country Club Dr WB	2	1233
30	Minor App2:	4th St NB	2	958
30	Minor App4:	4th St SB	2	938

0.70 SPEED FACTOR USED? **Yes**

Minimum Volume Requirement
210 **140**

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MINOR APPROACH TOTAL Σ (APP.2 + APP. 4)	WARRANT MET MAJOR / MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO
6:00 - 7:00	64	33	44	14	97	58	NO / NO
7:00 - 8:00	160	65	114	54	225	168	**YES / YES**
8:00 - 9:00	96	65	56	44	161	100	NO / NO
9:00 - 10:00	77	37	52	38	114	90	NO / NO
10:00 - 11:00	96	65	68	54	161	122	NO / NO
11:00 - 12:00	68	73	56	85	141	141	NO / YES
12:00 - 13:00	102	112	90	126	214	216	**YES / YES**
13:00 - 14:00	76	106	67	71	182	138	NO / NO
14:00 - 15:00	115	114	91	69	229	160	**YES / YES**
15:00 - 16:00	94	162	79	79	256	158	**YES / YES**
16:00 - 17:00	122	134	94	124	256	218	**YES / YES**
17:00 - 18:00	110	164	82	119	274	201	**YES / YES**
18:00 - 19:00	79	103	65	61	182	126	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO
Daily	**1259**	**1233**	**958**	**938**			

	Met (Hr)	Required (Hr)
Hours met for warrant:	**6**	**8**

All-way Stop Warrant: **Not satisfied**

REMARKS:

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A3b

2042 School Traffic Removed - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1259
30	Major App3:	Country Club Dr WB	2	1233
30	Minor App2:	4th St NB	1	462
30	Minor App4:	4th St SB	1	528

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	420	630	504
Minor Approach	105	53	84

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	64	33	33	9	97	33	NO / NO	NO / NO	NO / NO
7:00 - 8:00	160	65	44	40	225	44	NO / NO	NO / NO	NO / NO
8:00 - 9:00	96	65	30	38	161	38	NO / NO	NO / NO	NO / NO
9:00 - 10:00	77	37	30	17	114	30	NO / NO	NO / NO	NO / NO
10:00 - 11:00	96	65	29	36	161	36	NO / NO	NO / NO	NO / NO
11:00 - 12:00	68	73	21	41	141	41	NO / NO	NO / NO	NO / NO
12:00 - 13:00	102	112	50	37	214	50	NO / NO	NO / NO	NO / NO
13:00 - 14:00	76	106	37	38	182	38	NO / NO	NO / NO	NO / NO
14:00 - 15:00	115	114	37	49	229	49	NO / NO	NO / NO	NO / NO
15:00 - 16:00	94	162	35	56	256	56	NO / NO	NO / YES	NO / NO
16:00 - 17:00	122	134	45	69	256	69	NO / NO	NO / YES	NO / NO
17:00 - 18:00	110	164	42	70	274	70	NO / NO	NO / YES	NO / NO
18:00 - 19:00	79	103	29	28	182	29	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1259**	**1233**	**462**	**528**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	0	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	0	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied
Warrant 2	**Four Hour Volumes**	0	4	Not satisfied
Warrant 3	**Peak Hour Volumes**	0	1	Not satisfied
Warrant 7	**Crash Experience**	0	8	Not satisfied

COMMENTS:

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A3c

2042 School Traffic Removed - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 0

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1259
30	Major App3:	Country Club Dr WB	2	1233
30	Minor App2:	4th St NB	1	462
30	Minor App4:	4th St SB	1	528

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**

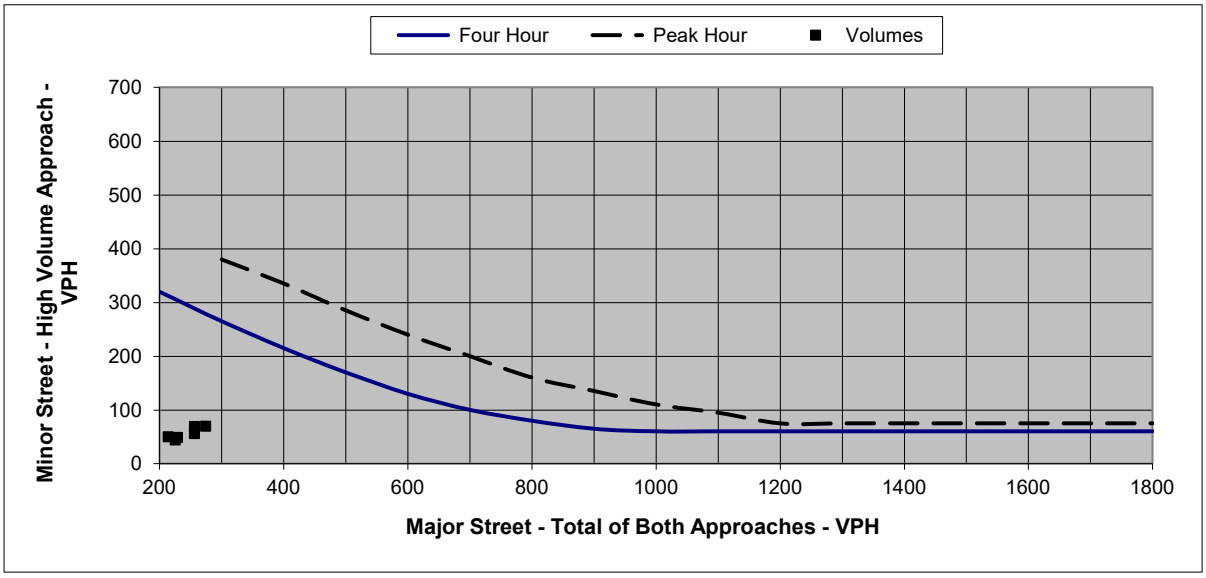


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria (Graph)		
Major Approach	Minor App. Four Hour	Minor App. Peak Hour
200	320	
300	265	380
400	215	335
500	170	285
600	130	240
700	100	200
800	80	160
900	65	135
1000	60	110
1100	60	95
1200	60	75
1300	60	75
1400	60	75
1500	60	75
1600	60	75
1700	60	75
1800	60	75

Actual Hourly Count			Warrants Met: Warrant 2	Warrant 3
HOUR	Sum Major App.	Max Minor App.	Four Hour	Peak Hour
0:00 - 1:00	0	0	NO	NO
1:00 - 2:00	0	0	NO	NO
2:00 - 3:00	0	0	NO	NO
3:00 - 4:00	0	0	NO	NO
4:00 - 5:00	0	0	NO	NO
5:00 - 6:00	0	0	NO	NO
6:00 - 7:00	97	33	NO	NO
7:00 - 8:00	225	44	NO	NO
8:00 - 9:00	161	38	NO	NO
9:00 - 10:00	114	30	NO	NO
10:00 - 11:00	161	36	NO	NO
11:00 - 12:00	141	41	NO	NO
12:00 - 13:00	214	50	NO	NO
13:00 - 14:00	182	38	NO	NO
14:00 - 15:00	229	49	NO	NO
15:00 - 16:00	256	56	NO	NO
16:00 - 17:00	256	69	NO	NO
17:00 - 18:00	274	70	NO	NO
18:00 - 19:00	182	29	NO	NO
19:00 - 20:00	0	0	NO	NO
20:00 - 21:00	0	0	NO	NO
21:00 - 22:00	0	0	NO	NO
22:00 - 23:00	0	0	NO	NO
23:00 - 24:00	0	0	NO	NO

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A3d

2042 School Traffic Removed - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

Volume Threshold Reduced to 80% of Full Volume Warrant Thresholds

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1259
30	Major App3:	Country Club Dr WB	2	1233
30	Minor App2:	4th St NB	1	462
30	Minor App4:	4th St SB	1	528

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

80%

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	336	504	403.2
Minor Approach	84	42.4	67.2

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	64	33	33	9	97	33	NO / NO	NO / NO	NO / NO
7:00 - 8:00	160	65	44	40	225	44	NO / NO	NO / YES	NO / NO
8:00 - 9:00	96	65	30	38	161	38	NO / NO	NO / NO	NO / NO
9:00 - 10:00	77	37	30	17	114	30	NO / NO	NO / NO	NO / NO
10:00 - 11:00	96	65	29	36	161	36	NO / NO	NO / NO	NO / NO
11:00 - 12:00	68	73	21	41	141	41	NO / NO	NO / NO	NO / NO
12:00 - 13:00	102	112	50	37	214	50	NO / NO	NO / YES	NO / NO
13:00 - 14:00	76	106	37	38	182	38	NO / NO	NO / NO	NO / NO
14:00 - 15:00	115	114	37	49	229	49	NO / NO	NO / YES	NO / NO
15:00 - 16:00	94	162	35	56	256	56	NO / NO	NO / YES	NO / NO
16:00 - 17:00	122	134	45	69	256	69	NO / NO	NO / YES	NO / YES
17:00 - 18:00	110	164	42	70	274	70	NO / NO	NO / YES	NO / YES
18:00 - 19:00	79	103	29	28	182	29	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1259**	**1233**	**462**	**528**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	0	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	0	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied

COMMENTS:

SHORT ELLIOTT HENDRICKSON INC.
10901 Red Circle Drive, Suite 200
Minnetonka, MN 55343

Exhibit A3e

2042 School Traffic Removed - Country Club Dr at 4th St
SIGNAL WARRANT
ANALYSIS

Volume Threshold Reduced to 60% of Full Volume Warrant Thresholds

LOCATION: Country Club Dr at 4th St
COUNTY: Lyon
REF. POINT: 0
DATE: 4/8/2021
OPERATOR: 1/0/1900

85th% Speed	Approach	Description	Lanes	Approach
41	Major App1:	Country Club Dr EB	2	1259
30	Major App3:	Country Club Dr WB	2	1233
30	Minor App2:	4th St NB	1	462
30	Minor App4:	4th St SB	1	528

40 MPH OR FASTER?	YES
POPULATION < 10,000?	NO
VOLUME REQ. AT 70%?	**YES**
CORRECTABLE CRASHES: (12-month period)	0

60%

	Minimum Volume Requirement		
	1A	1B	1A&B (80%)
Major Total	252	378	302.4
Minor Approach	63	31.8	50.4

HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR APPROACH TOTAL Σ (APP.1 + APP. 3)	MAX MINOR APPROACH (APP. 2 or 4)	WARRANT 1A - 8 hr MAJOR/MINOR	WARRANT 1B - 8 hr MAJOR/MINOR	WARRANT 1A & B MAJOR/MINOR
0:00 - 1:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
1:00 - 2:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
2:00 - 3:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
3:00 - 4:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
4:00 - 5:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
5:00 - 6:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
6:00 - 7:00	64	33	33	9	97	33	NO / NO	NO / YES	NO / NO
7:00 - 8:00	160	65	44	40	225	44	NO / NO	NO / YES	NO / NO
8:00 - 9:00	96	65	30	38	161	38	NO / NO	NO / YES	NO / NO
9:00 - 10:00	77	37	30	17	114	30	NO / NO	NO / NO	NO / NO
10:00 - 11:00	96	65	29	36	161	36	NO / NO	NO / YES	NO / NO
11:00 - 12:00	68	73	21	41	141	41	NO / NO	NO / YES	NO / NO
12:00 - 13:00	102	112	50	37	214	50	NO / NO	NO / YES	NO / NO
13:00 - 14:00	76	106	37	38	182	38	NO / NO	NO / YES	NO / NO
14:00 - 15:00	115	114	37	49	229	49	NO / NO	NO / YES	NO / NO
15:00 - 16:00	94	162	35	56	256	56	YES / NO	NO / YES	NO / YES
16:00 - 17:00	122	134	45	69	256	69	**YES / YES**	NO / YES	NO / YES
17:00 - 18:00	110	164	42	70	274	70	**YES / YES**	NO / YES	NO / YES
18:00 - 19:00	79	103	29	28	182	29	NO / NO	NO / NO	NO / NO
19:00 - 20:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
20:00 - 21:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
21:00 - 22:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
22:00 - 23:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
23:00 - 24:00	0	0	0	0	0	0	NO / NO	NO / NO	NO / NO
Daily	**1259**	**1233**	**462**	**528**					

		Met (Hr)	Required (Hr)	WARRANT MET:
Warrant 1	**Eight Hour Volumes**	2	8	Not satisfied
Warrant 1A	Minimum Vehicular Volume	2	8	Not satisfied
Warrant 1B	Interruption of Continuous Flow	0	8	Not satisfied
1A & 1B	Combination of Warrants	0	8	Not satisfied

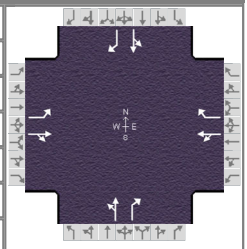
COMMENTS:

Appendix B

HCS Results

HCS7 Signalized Intersection Results Summary

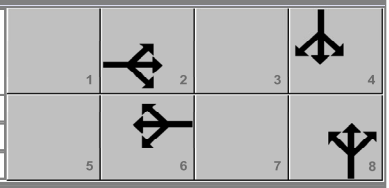
General Information				Intersection Information	
Agency	SEH Inc.			Duration, h	0.250
Analyst	Graham Johnson, PE	Analysis Date	4/19/2021	Area Type	CBD
Jurisdiction	City of Marshall	Time Period	AM Peak	PHF	0.75
Urban Street	Country Club Drive	Analysis Year	2021	Analysis Period	1> 7:15
Intersection	Country Club Dr at S 4th…	File Name	Existing AM - Signal.xus		
Project Description	Existing AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	41	129	1	19	53	9	0	59	67	136	52	19

Signal Information			
Cycle, s	51.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	27.0	14.6	0.0	0.0	0.0	0.0
Yellow	3.5	3.5	0.0	0.0	0.0	0.0
Red	1.5	1.5	0.0	0.0	0.0	0.0



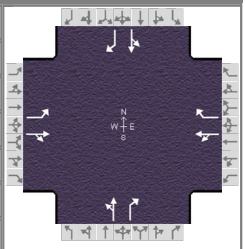
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		7.0		7.0		7.0
Phase Duration, s		32.0		32.0		19.6		19.6
Change Period, ($Y+R_c$), s		5.0		5.0		5.0		5.0
Max Allow Headway (*MAH*), s		4.1		4.1		4.3		4.3
Queue Clearance Time (g_s), s		5.0		3.6		5.2		13.6
Green Extension Time (g_e), s		1.2		1.2		1.5		1.0
Phase Call Probability		1.00		1.00		1.00		1.00
Max Out Probability		0.00		0.00		0.01		0.42

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	55	173			96	12		0	89		251	25
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1197	1593			1457	1351		0	1351		1128	1351
Queue Service Time (g_s), s	1.3	3.0			0.0	0.2		0.0	3.2		9.3	0.9
Cycle Queue Clearance Time (g_c), s	2.8	3.0			1.6	0.2		0.0	3.2		11.6	0.9
Green Ratio (*g/C*)	0.52	0.52			0.52	0.52			0.28		0.28	0.28
Capacity (*c*), veh/h	591	834			851	708			382		439	382
Volume-to-Capacity Ratio (*X*)	0.093	0.208			0.113	0.017		0.000	0.234		0.571	0.066
Back of Queue (*Q*), ft/ln (50 th percentile)	6	17.9			10.6	1.3		0	24		85.6	6.4
Back of Queue (*Q*), veh/ln (50 th percentile)	0.2	0.7			0.4	0.0		0.0	0.9		3.4	0.3
Queue Storage Ratio (*RQ*) (50 th percentile)	0.03	0.00			0.00	0.03		0.00	0.48		0.00	0.13
Uniform Delay (d_1), s/veh	6.9	6.6			6.2	5.9			18.2		22.7	17.2
Incremental Delay (d_2), s/veh	0.1	0.1			0.1	0.0		0.0	0.3		1.2	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (*d*), s/veh	7.0	6.7			6.3	5.9			18.5		23.9	17.2
Level of Service (LOS)	A	A			A	A			B		C	B
Approach Delay, s/veh / LOS	6.8	A		6.2	A		18.3	B		23.3	C	
Intersection Delay, s/veh / LOS	15.0						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.87	B	1.87	B	1.90	B	1.90	B
Bicycle LOS Score / LOS	0.86	A	0.67	A	0.76	A	0.94	A

HCS7 Signalized Intersection Results Summary

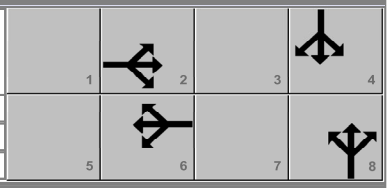
General Information				Intersection Information	
Agency	SEH Inc.			Duration, h	0.250
Analyst	Graham Johnson, PE	Analysis Date	4/19/2021	Area Type	CBD
Jurisdiction	City of Marshall	Time Period	PM Peak	PHF	0.88
Urban Street	Country Club Drive	Analysis Year	2021	Analysis Period	1> 16:30
Intersection	Country Club Dr at S 4th…	File Name	Existing PM - Signal.xus		
Project Description	Existing PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	33	83	1	42	106	1	0	58	46	5	69	46

Signal Information			
Cycle, s	46.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	27.0	9.6	0.0	0.0	0.0	0.0
Yellow	3.5	3.5	0.0	0.0	0.0	0.0
Red	1.5	1.5	0.0	0.0	0.0	0.0



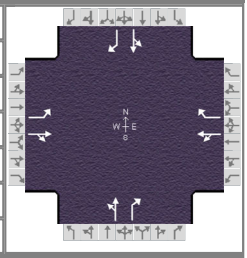
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		7.0		7.0		7.0
Phase Duration, s		32.0		32.0		14.6		14.6
Change Period, ($Y+R_c$), s		5.0		5.0		5.0		5.0
Max Allow Headway (*MAH*), s		4.2		4.2		4.2		4.2
Queue Clearance Time (g_s), s		5.1		4.3		3.6		4.1
Green Extension Time (g_e), s		1.1		1.1		0.8		0.8
Phase Call Probability		1.00		1.00		0.96		0.96
Max Out Probability		0.00		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	38	95			168	1		0	52		84	52
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1144	1591			1473	1351		0	1351		1583	1351
Queue Service Time (g_s), s	0.7	1.3			0.0	0.0		0.0	1.5		0.0	1.5
Cycle Queue Clearance Time (g_c), s	3.1	1.3			2.3	0.0		0.0	1.5		2.1	1.5
Green Ratio (*g/C*)	0.58	0.58			0.58	0.58			0.21		0.21	0.21
Capacity (*c*), veh/h	606	921			952	783			279		409	279
Volume-to-Capacity Ratio (*X*)	0.062	0.104			0.177	0.001		0.000	0.187		0.205	0.187
Back of Queue (*Q*), ft/ln (50 th percentile)	2.9	5.7			12.8	0.1		0	10.8		17.4	10.8
Back of Queue (*Q*), veh/ln (50 th percentile)	0.1	0.2			0.5	0.0		0.0	0.4		0.7	0.4
Queue Storage Ratio (*RQ*) (50 th percentile)	0.01	0.00			0.00	0.00		0.00	0.22		0.00	0.22
Uniform Delay (d_1), s/veh	5.3	4.4			4.6	4.1			15.3		15.5	15.3
Incremental Delay (d_2), s/veh	0.0	0.0			0.1	0.0		0.0	0.3		0.2	0.3
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (*d*), s/veh	5.4	4.4			4.7	4.1			15.6		15.7	15.6
Level of Service (LOS)	A	A			A	A			B		B	B
Approach Delay, s/veh / LOS	4.7	A		4.7	A		15.6	B		15.7	B	
Intersection Delay, s/veh / LOS	9.7						A					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.85	B	1.85	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.71	A	0.77	A	0.68	A	0.71	A

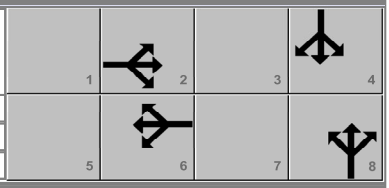
HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	SEH Inc.			Duration, h	0.250
Analyst	Graham Johnson, PE	Analysis Date	4/19/2021	Area Type	CBD
Jurisdiction	City of Marshall	Time Period	AM Peak	PHF	0.75
Urban Street	Country Club Drive	Analysis Year	2042	Analysis Period	1> 7:15
Intersection	Country Club Dr at S 4th…	File Name	2042 No Build AM - Signal.xus		
Project Description	No Build 2042 AM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	29	144	2	22	58	9	2	51	75	6	41	14

Signal Information			
Cycle, s	52.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

										
							1	2	3	4
Green	27.0	9.8	0.0	0.0	0.0	0.0	5	6	7	8
Yellow	3.5	3.5	0.0	0.0	0.0	0.0				
Red	5.5	3.5	0.0	0.0	0.0	0.0				

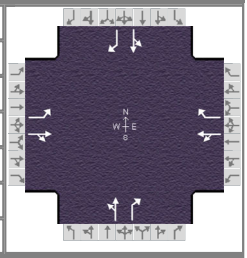
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		7.0		7.0		7.0
Phase Duration, s		36.0		36.0		16.8		16.8
Change Period, ($Y+R_c$), s		9.0		9.0		7.0		7.0
Max Allow Headway (*MAH*), s		4.1		4.1		4.3		4.3
Queue Clearance Time (g_s), s		5.6		3.8		5.4		3.8
Green Extension Time (g_e), s		1.3		1.3		0.8		0.8
Phase Call Probability		1.00		1.00		0.98		0.98
Max Out Probability		0.00		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	39	195			107	12		71	100		63	19
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1190	1591			1441	1351		1589	1351		1570	1351
Queue Service Time (g_s), s	0.9	3.6			0.0	0.2		0.0	3.4		0.0	0.6
Cycle Queue Clearance Time (g_c), s	2.8	3.6			1.8	0.2		2.0	3.4		1.8	0.6
Green Ratio (*g/C*)	0.51	0.51			0.51	0.51		0.18	0.18		0.18	0.18
Capacity (*c*), veh/h	567	814			825	692		365	250		367	250
Volume-to-Capacity Ratio (*X*)	0.068	0.239			0.129	0.017		0.194	0.400		0.171	0.075
Back of Queue (*Q*), ft/ln (50 th percentile)	4.6	22.3			12.8	1.4		17.7	26.7		15.6	4.6
Back of Queue (*Q*), veh/ln (50 th percentile)	0.2	0.9			0.5	0.1		0.7	1.1		0.6	0.2
Queue Storage Ratio (*RQ*) (50 th percentile)	0.02	0.00			0.00	0.03		0.00	0.53		0.00	0.09
Uniform Delay (d_1), s/veh	7.5	7.2			6.7	6.3		18.3	18.9		18.2	17.8
Incremental Delay (d_2), s/veh	0.1	0.1			0.1	0.0		0.3	1.0		0.2	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (*d*), s/veh	7.5	7.3			6.8	6.4		18.6	20.0		18.5	17.9
Level of Service (LOS)	A	A			A	A		B	B		B	B
Approach Delay, s/veh / LOS	7.3	A		6.8	A		19.4	B		18.3	B	
Intersection Delay, s/veh / LOS	12.1						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.87	B	1.87	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.87	A	0.68	A	0.77	A	0.62	A

HCS7 Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	SEH Inc.			Duration, h	0.250
Analyst	Graham Johnson, PE	Analysis Date	4/19/2021	Area Type	CBD
Jurisdiction	City of Marshall	Time Period	PM Peak	PHF	0.88
Urban Street	Country Club Drive	Analysis Year	2042	Analysis Period	1> 16:30
Intersection	Country Club Dr at S 4th…	File Name	2042 No Build PM - Signal.xus		
Project Description	No Build 2042 PM				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	38	92	2	46	117	1	1	73	51	5	84	48

Signal Information			
Cycle, s	52.9	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

							1	2	3	4
Green	27.0	9.9	0.0	0.0	0.0	0.0	5	6	7	8
Yellow	3.5	3.5	0.0	0.0	0.0	0.0				
Red	5.5	3.5	0.0	0.0	0.0	0.0				

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		2		6		8		4
Case Number		6.0		7.0		7.0		7.0
Phase Duration, s		36.0		36.0		16.9		16.9
Change Period, ($Y+R_c$), s		9.0		9.0		7.0		7.0
Max Allow Headway (*MAH*), s		4.2		4.2		4.2		4.2
Queue Clearance Time (g_s), s		6.6		5.4		4.4		4.9
Green Extension Time (g_e), s		1.2		1.2		0.9		0.9
Phase Call Probability		1.00		1.00		0.99		0.99
Max Out Probability		0.00		0.00		0.00		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	5	2	12	1	6	16	3	8	18	7	4	14
Adjusted Flow Rate (*v*), veh/h	43	107			185	1		84	58		101	55
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1131	1589			1470	1351		1593	1351		1584	1351
Queue Service Time (g_s), s	1.2	1.9			0.0	0.0		0.0	1.9		0.0	1.8
Cycle Queue Clearance Time (g_c), s	4.6	1.9			3.4	0.0		2.4	1.9		2.9	1.8
Green Ratio (*g/C*)	0.51	0.51			0.51	0.51		0.19	0.19		0.19	0.19
Capacity (*c*), veh/h	505	811			838	690		366	252		368	252
Volume-to-Capacity Ratio (*X*)	0.086	0.132			0.221	0.002		0.229	0.230		0.275	0.216
Back of Queue (*Q*), ft/ln (50 th percentile)	5.7	11.6			23.6	0.1		21.3	14.8		25.9	13.8
Back of Queue (*Q*), veh/ln (50 th percentile)	0.2	0.5			0.9	0.0		0.8	0.6		1.0	0.5
Queue Storage Ratio (*RQ*) (50 th percentile)	0.03	0.00			0.00	0.00		0.00	0.30		0.00	0.28
Uniform Delay (d_1), s/veh	8.4	6.8			7.2	6.3		18.5	18.3		18.7	18.2
Incremental Delay (d_2), s/veh	0.1	0.1			0.1	0.0		0.3	0.5		0.4	0.4
Initial Queue Delay (d_3), s/veh	0.0	0.0			0.0	0.0		0.0	0.0		0.0	0.0
Control Delay (*d*), s/veh	8.5	6.9			7.3	6.3		18.8	18.7		19.1	18.6
Level of Service (LOS)	A	A			A	A		B	B		B	B
Approach Delay, s/veh / LOS	7.3	A		7.3	A		18.8	B		18.9	B	
Intersection Delay, s/veh / LOS	12.7						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.87	B	1.87	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.74	A	0.80	A	0.72	A	0.74	A

HCS7 Roundabouts Report

General Information

Analyst	Graham Johnson, PE
Agency or Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	AM Peak Hour
Project Description	2042 Future (1-intersection)

Site Information

Intersection	Country Club at S 4th St
E/W Street Name	Country Club Drive
N/S Street Name	S 4th Street
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.79
Jurisdiction	City of Marshall

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LTR				LTR				LTR	
Volume (V), veh/h	0	29	144	2	0	22	58	9	0	2	51	75	0	6	41	14
Percent Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Flow Rate (v_{PCE}), pc/h	0	37	186	3	0	28	75	12	0	3	66	97	0	8	53	18
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway (s)		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		226			115			166			79	
Entry Volume, veh/h		222			113			163			77	
Circulating Flow (v_c), pc/h	89			106			231			106		
Exiting Flow (v_{ex}), pc/h	291			96			115			84		
Capacity (c_{pce}), pc/h		1260			1239			1090			1239	
Capacity (c), veh/h		1236			1214			1069			1214	
v/c Ratio (x)		0.18			0.09			0.15			0.06	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		4.4			3.7			4.7			3.5	
Lane LOS		A			A			A			A	
95% Queue, veh		0.7			0.3			0.5			0.2	
Approach Delay, s/veh	4.4			3.7			4.7			3.5		
Approach LOS	A			A			A			A		
Intersection Delay, s/veh | LOS	4.3						A					

HCS7 Roundabouts Report

General Information

Analyst	Graham Johnson, PE
Agency or Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	PM Peak Hour
Project Description	2042 Future (1-intersection)

Site Information

Intersection	Country Club at S 4th St
E/W Street Name	Country Club Drive
N/S Street Name	S 4th Street
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.89
Jurisdiction	City of Marshall

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0
Lane Assignment			LTR				LTR				LTR				LTR	
Volume (V), veh/h	0	38	92	2	0	46	117	1	0	1	73	51	0	5	84	48
Percent Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Flow Rate (v_{PCE}), pc/h	0	44	105	2	0	53	134	1	0	1	84	58	0	6	96	55
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1				1			
Pedestrians Crossing, p/h	0				0				0				0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763			4.9763	
Follow-Up Headway (s)		2.6087			2.6087			2.6087			2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		151			188			143			157	
Entry Volume, veh/h		148			184			140			154	
Circulating Flow (v_c), pc/h	155			129			155			188		
Exiting Flow (v_{ex}), pc/h	169			190			129			151		
Capacity (c_{pce}), pc/h		1178			1210			1178			1139	
Capacity (c), veh/h		1155			1186			1155			1117	
v/c Ratio (x)		0.13			0.16			0.12			0.14	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		4.2			4.4			4.2			4.4	
Lane LOS		A			A			A			A	
95% Queue, veh		0.4			0.5			0.4			0.5	
Approach Delay, s/veh	4.2			4.4			4.2			4.4		
Approach LOS	A			A			A			A		
Intersection Delay, s/veh | LOS	4.3						A					

HCS7 Two-Way Stop-Control Report

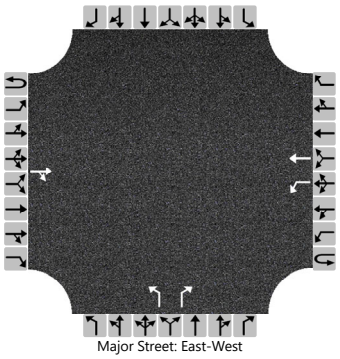
General Information

Analyst	Graham Johnson, PE
Agency/Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	2042 Future (West Intersection)

Site Information

Intersection	Country Club at S 4th St
Jurisdiction	City of Marshall
East/West Street	Country Club Drive
North/South Street	S 4th Street
Peak Hour Factor	0.78
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		1	0	1		0	0	0
Configuration				TR		L	T			L		R				
Volume (veh/h)			173	2		60	72			2		118				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized										No						
Median Type | Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						77				3		151				
Capacity, c (veh/h)						1344				521		816				
v/c Ratio						0.06				0.00		0.19				
95% Queue Length, Q_{95} (veh)						0.2				0.0		0.7				
Control Delay (s/veh)						7.8				11.9		10.4				
Level of Service (LOS)						A				B		B				
Approach Delay (s/veh)						3.6				10.4						
Approach LOS										B						

HCS7 Two-Way Stop-Control Report

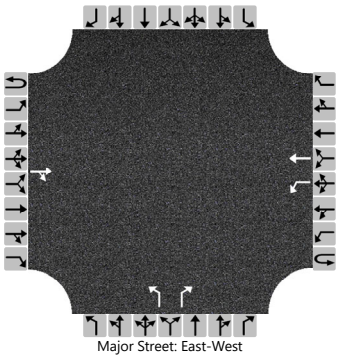
General Information

Analyst	Graham Johnson, PE
Agency/Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	2042 Future (West Intersection)

Site Information

Intersection	Country Club at S 4th St
Jurisdiction	City of Marshall
East/West Street	Country Club Drive
North/South Street	S 4th Street
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	1	1	0		1	0	1		0	0	0
Configuration				TR		L	T			L		R				
Volume (veh/h)			130	2		121	165			1		118				
Percent Heavy Vehicles (%)						2				2		2				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized										No						
Median Type | Storage						Undivided										

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.12				6.42		6.22				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.22				3.52		3.32				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						134				1		131				
Capacity, c (veh/h)						1435				422		902				
v/c Ratio						0.09				0.00		0.15				
95% Queue Length, Q_{95} (veh)						0.3				0.0		0.5				
Control Delay (s/veh)						7.8				13.6		9.7				
Level of Service (LOS)						A				B		A				
Approach Delay (s/veh)						3.3				9.7						
Approach LOS										A						

HCS7 Two-Way Stop-Control Report

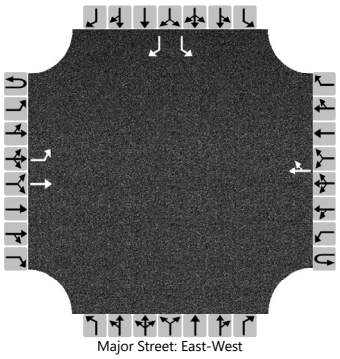
General Information

Analyst	Graham Johnson, PE
Agency/Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	2042 Future (East Intersection)

Site Information

Intersection	Country Club at S 4th St
Jurisdiction	City of Marshall
East/West Street	Country Club Drive
North/South Street	S 4th Street
Peak Hour Factor	0.78
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		1	0	1
Configuration		L	T					TR						L		R
Volume (veh/h)		72	219				80	9						6		52
Percent Heavy Vehicles (%)		2												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized														No		
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		92												8		67
Capacity, c (veh/h)		1475												450		945
v/c Ratio		0.06												0.02		0.07
95% Queue Length, Q_{95} (veh)		0.2												0.1		0.2
Control Delay (s/veh)		7.6												13.1		9.1
Level of Service (LOS)		A												B		A
Approach Delay (s/veh)		1.9												9.5		
Approach LOS														A		

HCS7 Two-Way Stop-Control Report

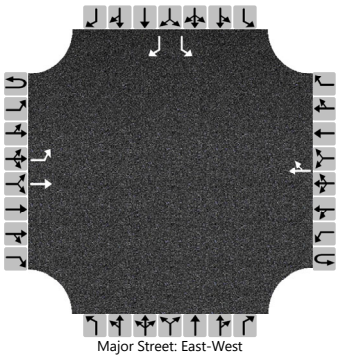
General Information

Analyst	Graham Johnson, PE
Agency/Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	2042 Future (East Intersection)

Site Information

Intersection	Country Club at S 4th St
Jurisdiction	City of Marshall
East/West Street	Country Club Drive
North/South Street	S 4th Street
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	1	0	0	0	1	0		0	0	0		1	0	1
Configuration		L	T					TR						L		R
Volume (veh/h)		105	143				163	1						5		123
Percent Heavy Vehicles (%)		2												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized														No		
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.12												6.42		6.22
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		117												6		137
Capacity, c (veh/h)		1393												440		861
v/c Ratio		0.08												0.01		0.16
95% Queue Length, Q_{95} (veh)		0.3												0.0		0.6
Control Delay (s/veh)		7.8												13.3		10.0
Level of Service (LOS)		A												B		A
Approach Delay (s/veh)		3.3												10.1		
Approach LOS														B		

HCS7 Roundabouts Report

General Information

Analyst	Graham Johnson, PE
Agency or Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	AM Peak Hour
Project Description	2042 Future (West Intersecti...

Site Information

Intersection	Country Club at S 4th St
E/W Street Name	Country Club Drive
N/S Street Name	S 4th Street
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.78
Jurisdiction	City of Marshall

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	0	0
Lane Assignment			TR				LT				LR					
Volume (V), veh/h	0		173	2	0	60	72		0	2		118				
Percent Heavy Vehicles, %	2		2	2	2	2	2		2	2		2				
Flow Rate (v_{PCE}), pc/h	0		226	3	0	78	94		0	3		154				
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1							
Pedestrians Crossing, p/h	0				0				0							

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763				
Follow-Up Headway (s)		2.6087			2.6087			2.6087				

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		229			172			157				
Entry Volume, veh/h		225			169			154				
Circulating Flow (v_c), pc/h	78			3			226			175		
Exiting Flow (v_{ex}), pc/h	380			97			0			81		
Capacity (c_{pce}), pc/h		1274			1376			1096				
Capacity (c), veh/h		1249			1349			1074				
v/c Ratio (x)		0.18			0.13			0.14				

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		4.4			3.7			4.6				
Lane LOS		A			A			A				
95% Queue, veh		0.7			0.4			0.5				
Approach Delay, s/veh	4.4			3.7			4.6					
Approach LOS	A			A			A					
Intersection Delay, s/veh | LOS	4.2						A					

HCS7 Roundabouts Report

General Information

Analyst	Graham Johnson, PE
Agency or Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	PM Peak Hour
Project Description	2042 Future (West Intersecti...

Site Information

Intersection	Country Club at S 4th St
E/W Street Name	Country Club Drive
N/S Street Name	S 4th Street
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.90
Jurisdiction	City of Marshall

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	1	0	0	0	0	0
Lane Assignment			TR				LT				LR					
Volume (V), veh/h	0		130	2	0	121	165		0	1		118				
Percent Heavy Vehicles, %	2		2	2	2	2	2		2	2		2				
Flow Rate (v_{PCE}), pc/h	0		147	2	0	137	187		0	1		134				
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1				1							
Pedestrians Crossing, p/h	0				0				0							

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763			4.9763				
Follow-Up Headway (s)		2.6087			2.6087			2.6087				

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		149			324			135				
Entry Volume, veh/h		146			318			132				
Circulating Flow (v_c), pc/h	137			1			147			325		
Exiting Flow (v_{ex}), pc/h	281			188			0			139		
Capacity (c_{pce}), pc/h		1200			1379			1188				
Capacity (c), veh/h		1176			1352			1165				
v/c Ratio (x)		0.12			0.24			0.11				

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		4.1			4.7			4.1				
Lane LOS		A			A			A				
95% Queue, veh		0.4			0.9			0.4				
Approach Delay, s/veh	4.1			4.7			4.1					
Approach LOS	A			A			A					
Intersection Delay, s/veh | LOS	4.4						A					

HCS7 Roundabouts Report

General Information

Analyst	Graham Johnson, PE
Agency or Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	PM Peak Hour
Project Description	2042 Future (East Intersection)

Site Information

Intersection	Country Club at S 4th St
E/W Street Name	Country Club Drive
N/S Street Name	S 4th Street
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.90
Jurisdiction	City of Marshall

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0
Lane Assignment			LT				TR								LR	
Volume (V), veh/h	0	105	143		0		163	1					0	5		123
Percent Heavy Vehicles, %	2	2	2		2		2	2					2	2		2
Flow Rate (v_{PCE}), pc/h	0	119	162		0		185	1					0	6		139
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1								1			
Pedestrians Crossing, p/h	0				0								0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763						4.9763	
Follow-Up Headway (s)		2.6087			2.6087						2.6087	

Flow Computations, Capacity and v/c Ratios

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		281			186						145	
Entry Volume, veh/h		275			182						142	
Circulating Flow (v_c), pc/h	6			119			287			185		
Exiting Flow (v_{ex}), pc/h	168			324			120			0		
Capacity (c_{pce}), pc/h		1372			1222						1143	
Capacity (c), veh/h		1345			1198						1120	
v/c Ratio (x)		0.20			0.15						0.13	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		4.4			4.3						4.3	
Lane LOS		A			A						A	
95% Queue, veh		0.8			0.5						0.4	
Approach Delay, s/veh	4.4			4.3						4.3		
Approach LOS	A			A						A		
Intersection Delay, s/veh | LOS	4.3						A					

HCS7 Roundabouts Report

General Information

Analyst	Graham Johnson, PE
Agency or Co.	SEH Inc.
Date Performed	4/19/2021
Analysis Year	2042
Time Analyzed	AM Peak Hour
Project Description	2042 Future (East Intersection)

Site Information

Intersection	Country Club at S 4th St
E/W Street Name	Country Club Drive
N/S Street Name	S 4th Street
Analysis Time Period (hrs)	0.25
Peak Hour Factor	0.78
Jurisdiction	City of Marshall

Volume Adjustments and Site Characteristics

Approach	EB				WB				NB				SB			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Number of Lanes (N)	0	0	1	0	0	0	1	0	0	0	0	0	0	0	1	0
Lane Assignment			LT				TR								LR	
Volume (V), veh/h	0	72	219		0		80	9					0	6		52
Percent Heavy Vehicles, %	2	2	2		2		2	2					2	2		2
Flow Rate (v_{PCE}), pc/h	0	94	286		0		105	12					0	8		68
Right-Turn Bypass	None				None				None				None			
Conflicting Lanes	1				1								1			
Pedestrians Crossing, p/h	0				0								0			

Critical and Follow-Up Headway Adjustment

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Critical Headway (s)		4.9763			4.9763						4.9763	
Follow-Up Headway (s)		2.6087			2.6087						2.6087	

Flow Computations, Capacity and v/c Ratios

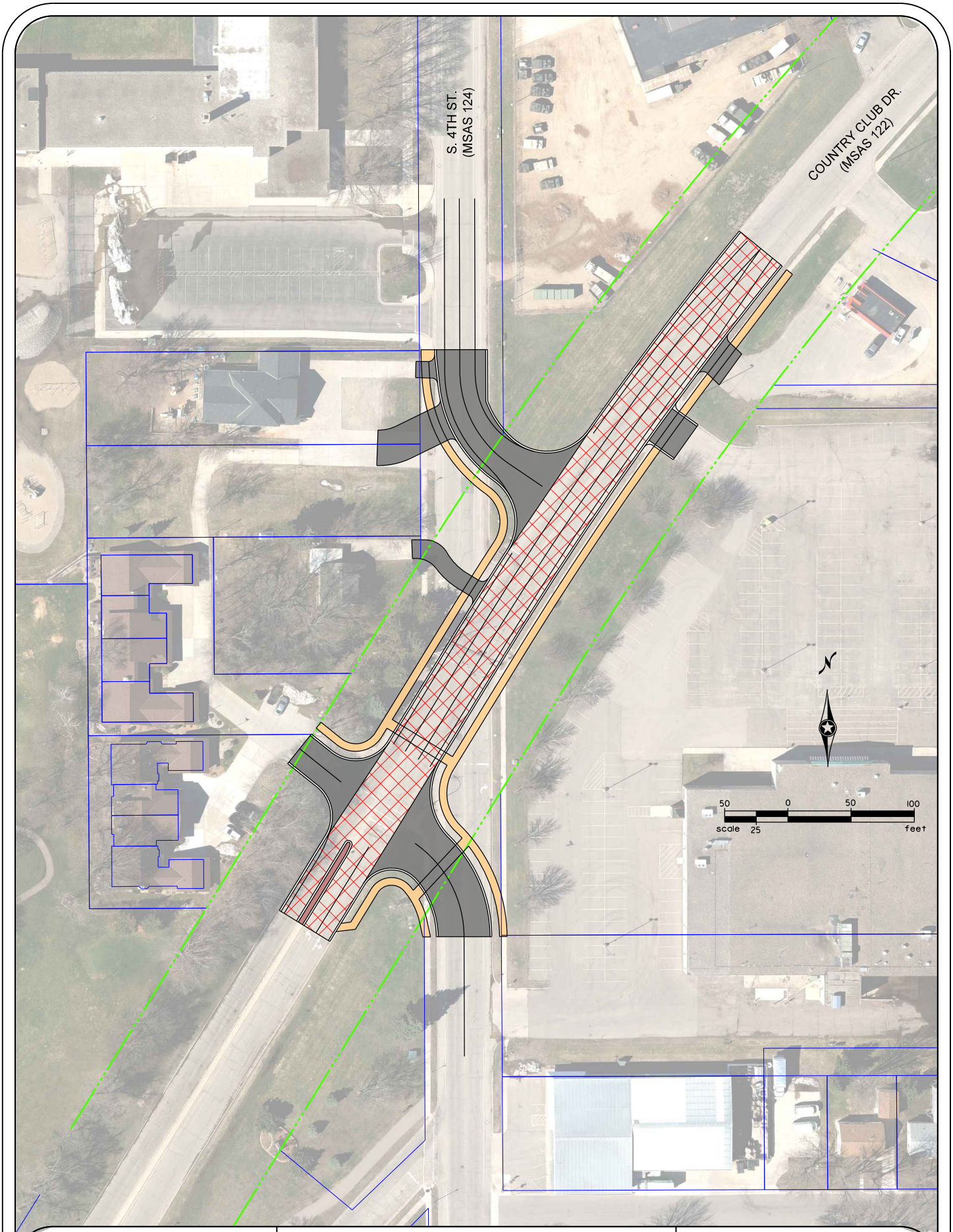
Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Entry Flow (v_e), pc/h		380			117						76	
Entry Volume, veh/h		373			115						75	
Circulating Flow (v_c), pc/h	8			94			388			105		
Exiting Flow (v_{ex}), pc/h	294			173			106			0		
Capacity (c_{pce}), pc/h		1369			1254						1240	
Capacity (c), veh/h		1342			1229						1216	
v/c Ratio (x)		0.28			0.09						0.06	

Delay and Level of Service

Approach	EB			WB			NB			SB		
Lane	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass	Left	Right	Bypass
Lane Control Delay (d), s/veh		5.1			3.7						3.5	
Lane LOS		A			A						A	
95% Queue, veh		1.1			0.3						0.2	
Approach Delay, s/veh	5.1			3.7						3.5		
Approach LOS	A			A						A		
Intersection Delay, s/veh | LOS	4.6						A					

Appendix C

Layouts and Cost Estimates

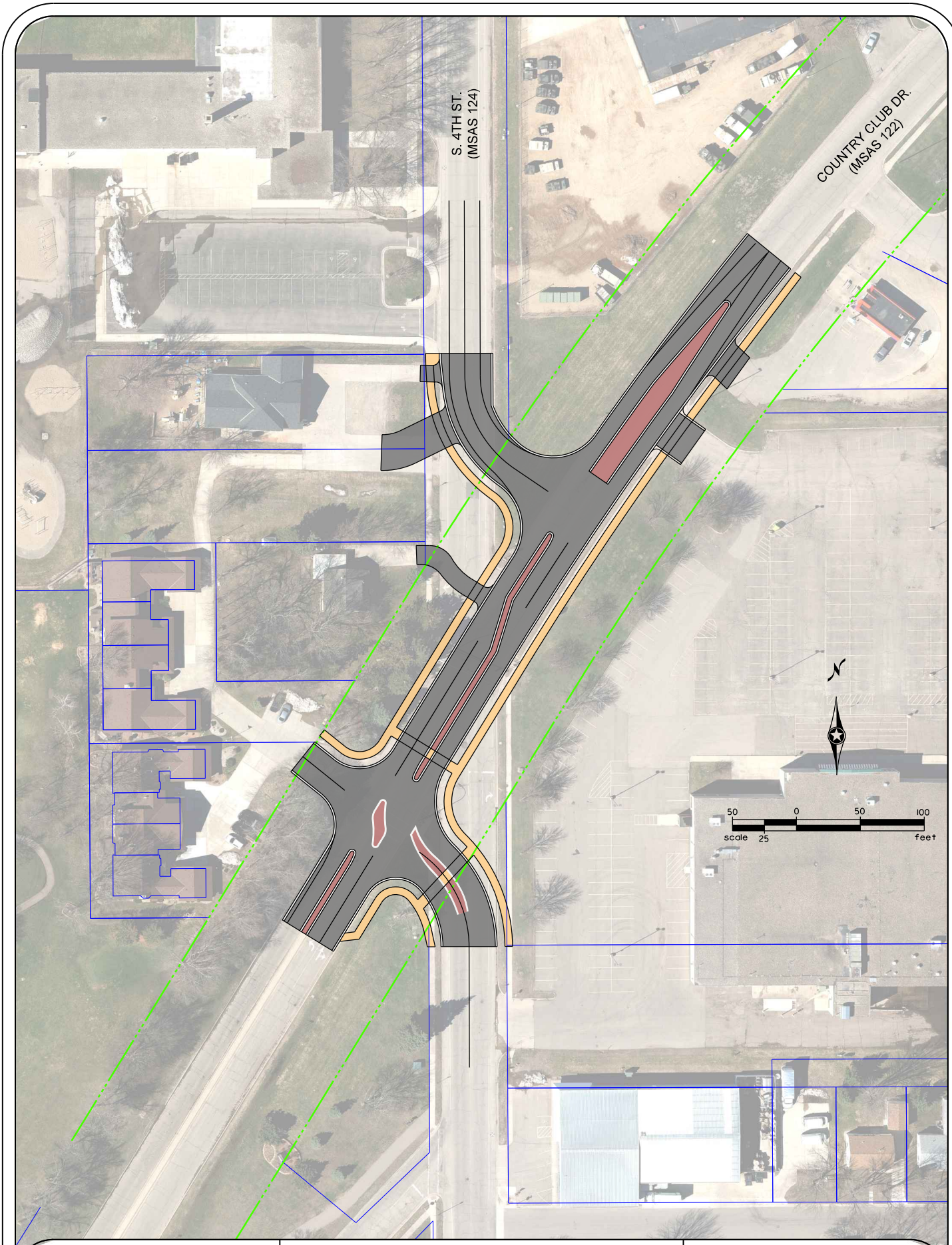


PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Split T - No Median

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 1

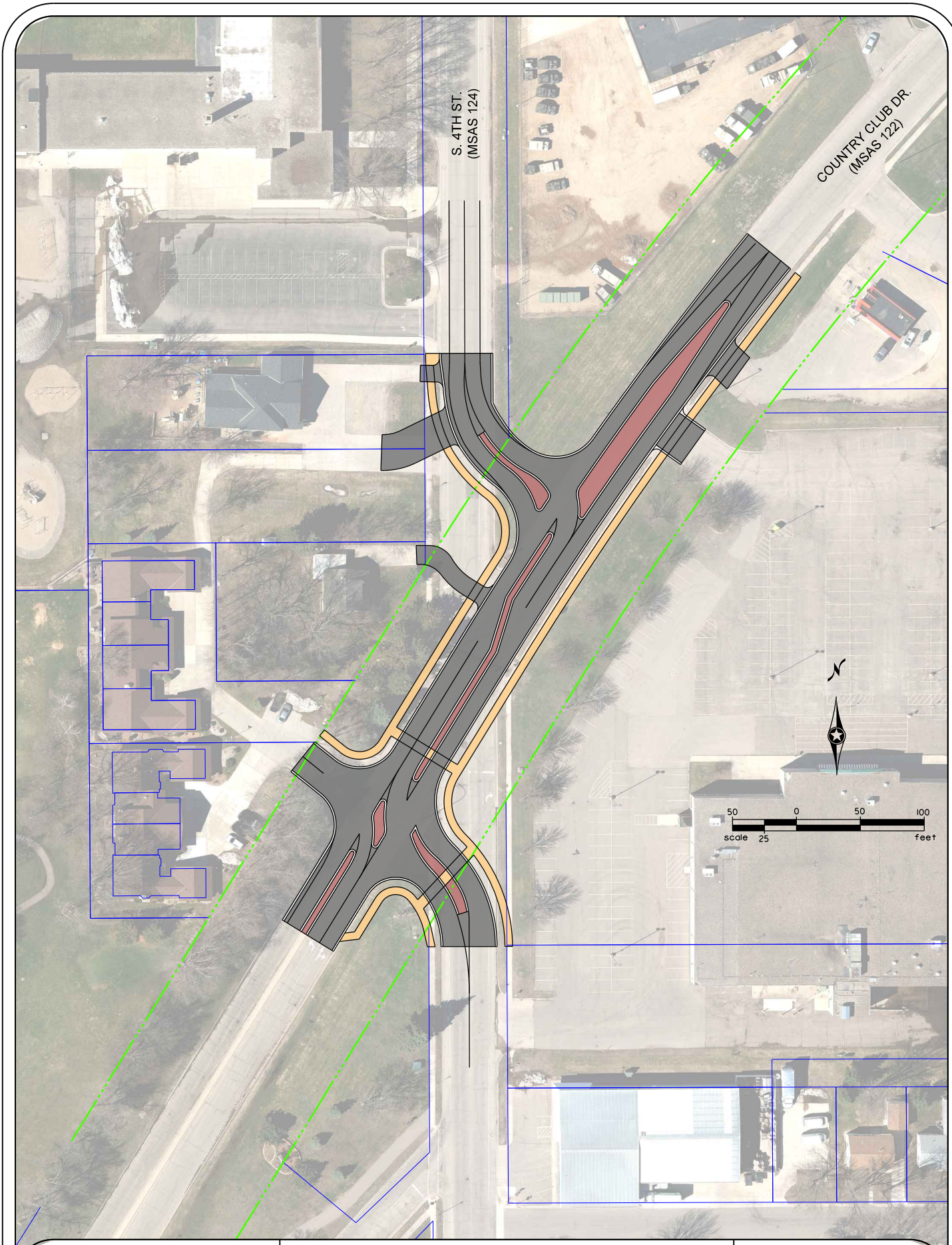


PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Split T - With Median

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 2

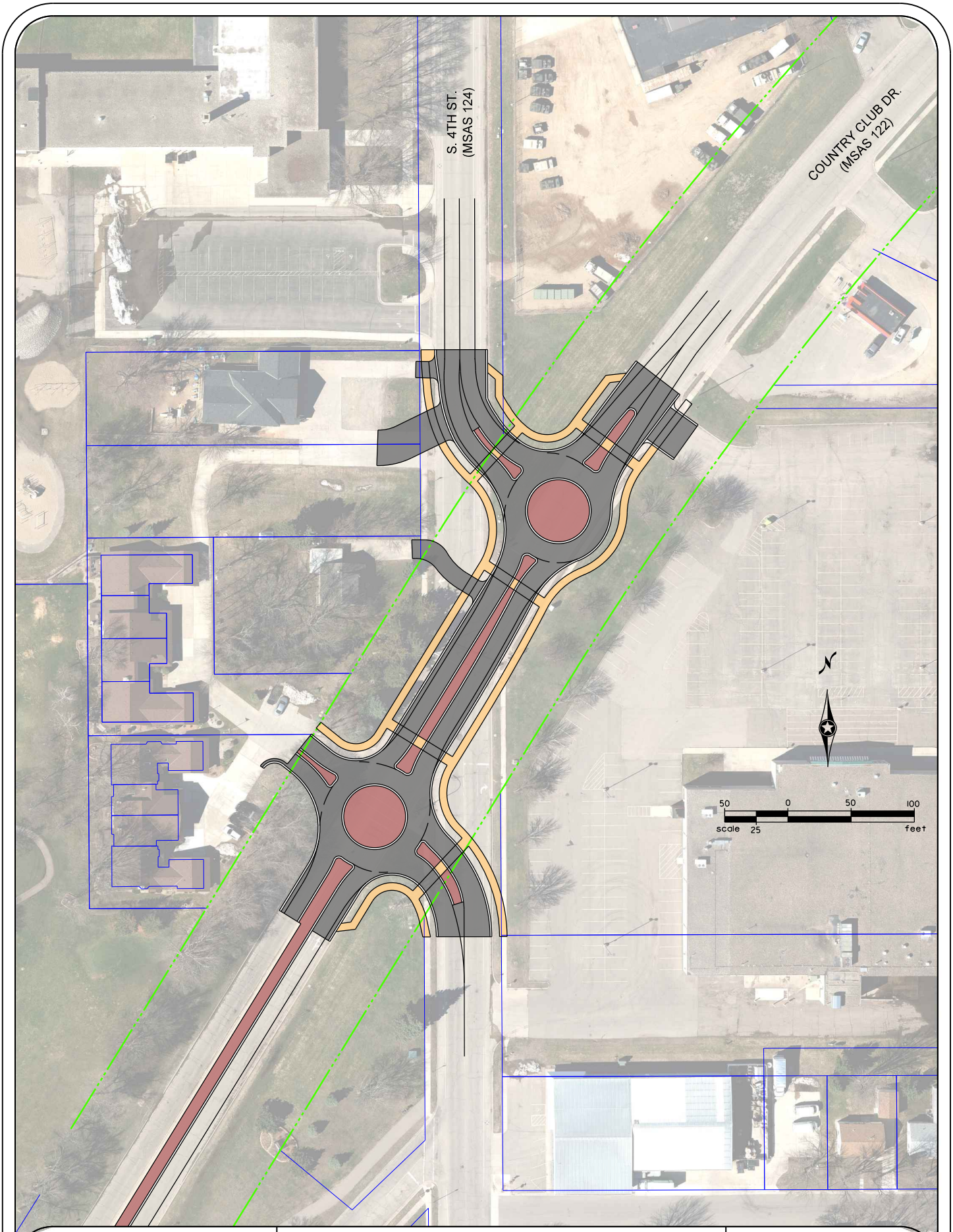


SEH
PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Split T - 3/4 Intersections

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 3

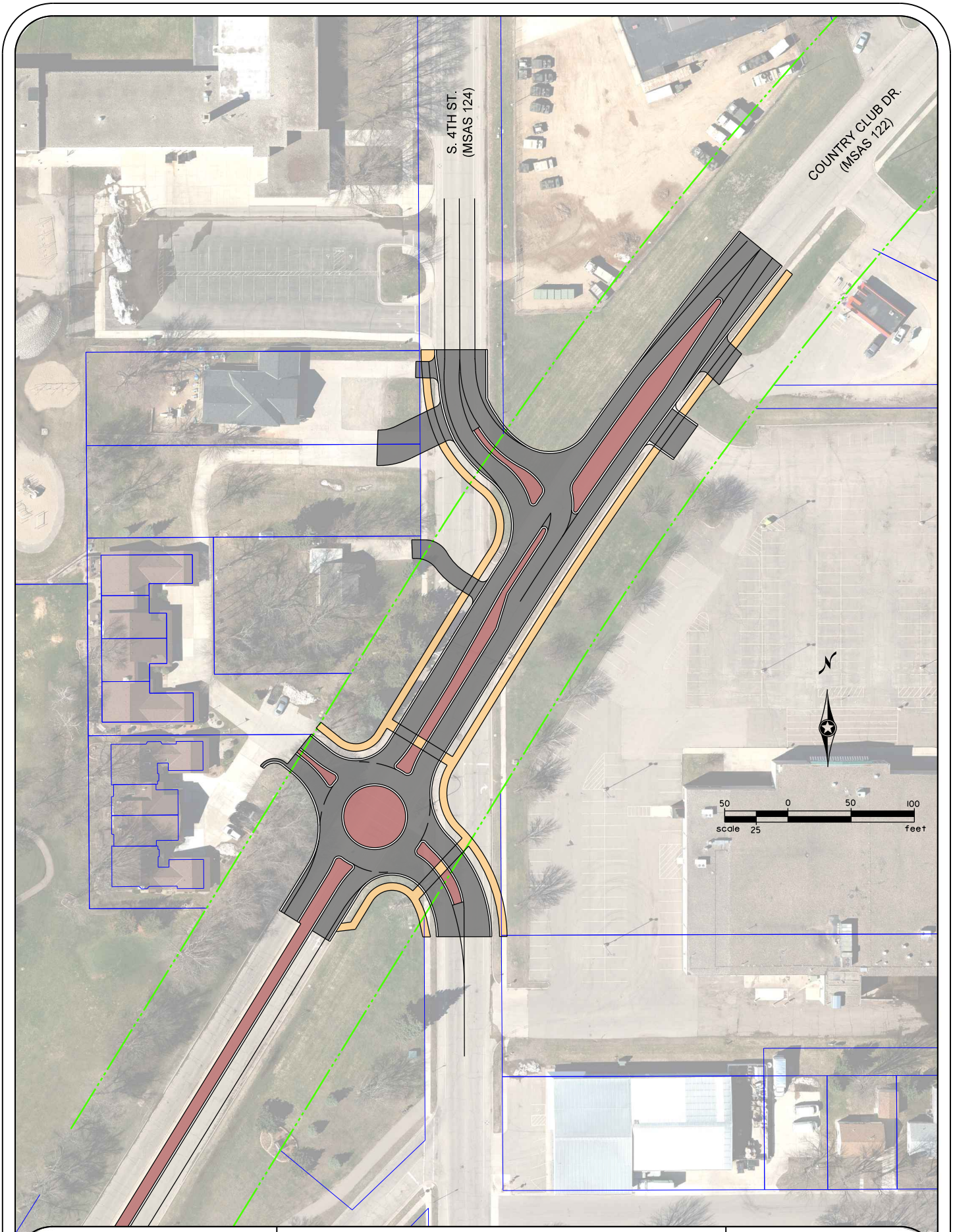


PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Split T - Mini Roundabouts

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 4

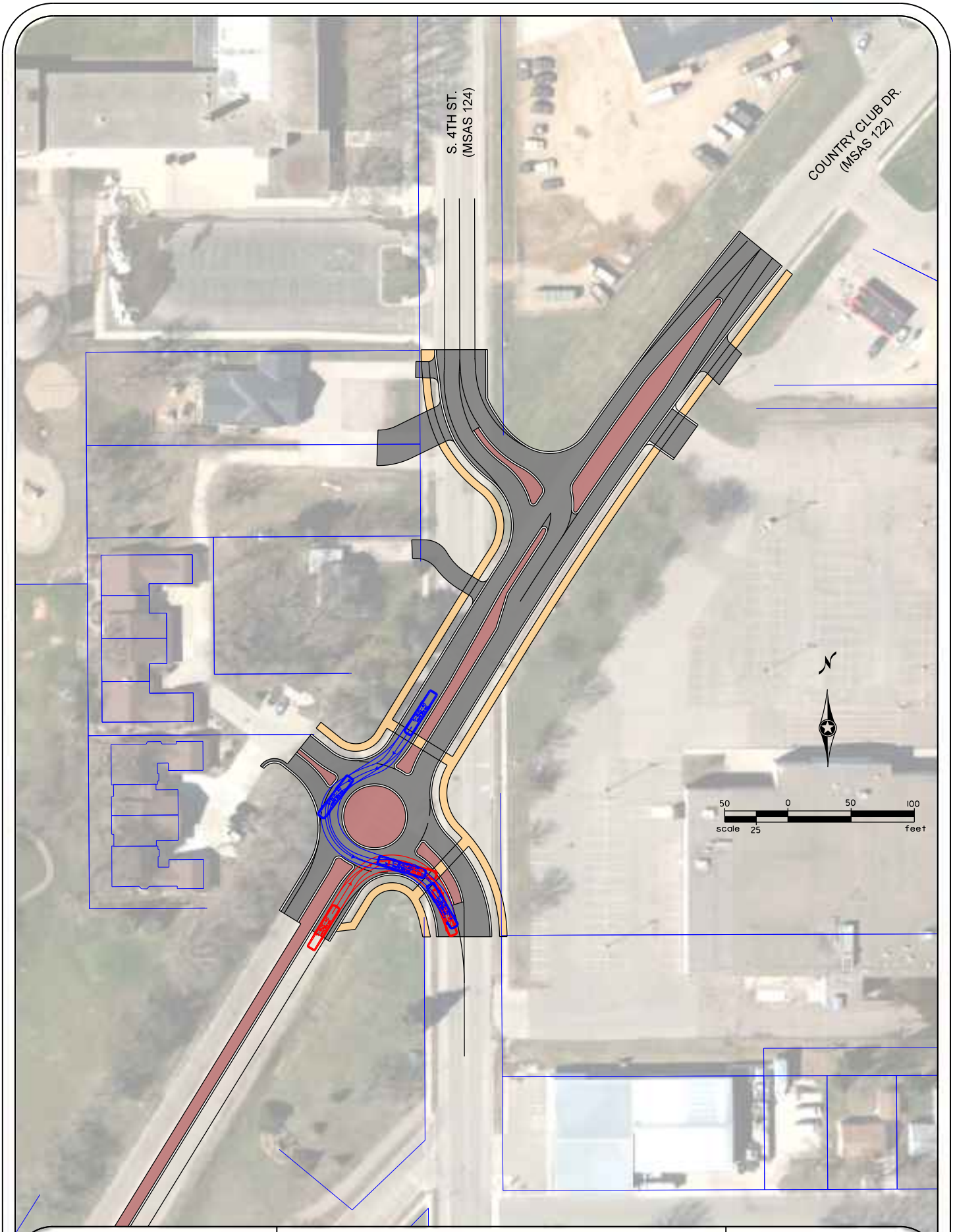


PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Split T - Mini Roundabout and ¾ Intersection

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 5

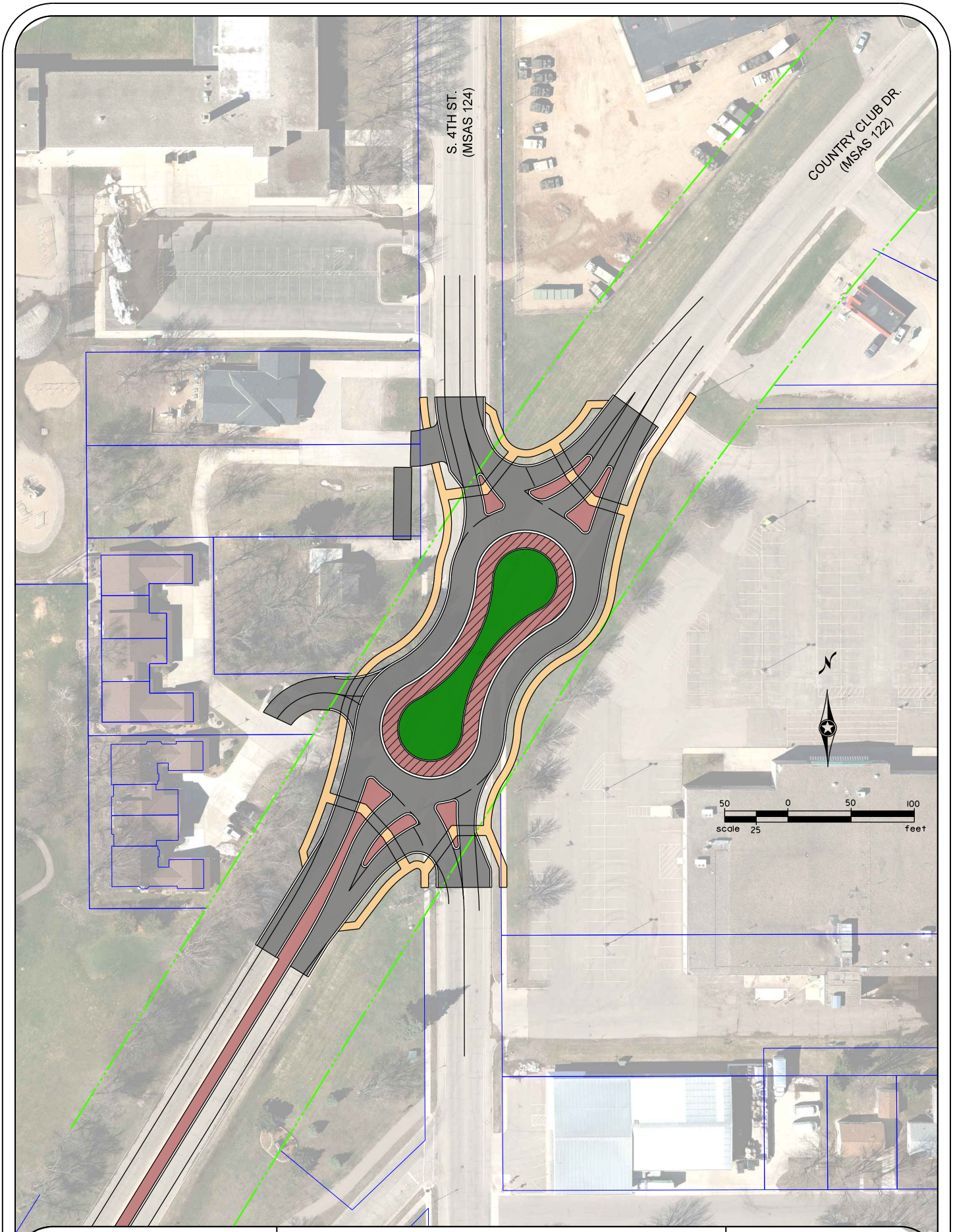


SEH
PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Split T - Mini Roundabout and ¾ Intersection

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 5



PHONE: (651) 490-2000
3535 VADNAIS CENTER DR.
ST. PAUL, MN 55110

Single Peanut Roundabout

Country Club Dr. / 4th St.
Marshall, MN

DRAWING NO. 6

Split T - Full access with no median

Item Description	Units	Unit Cost	Quantity	Total
PAVING AND GRADING (P & G) COSTS				
Bituminous Pavement (1)	ton	$80.00	852	$ 68,154
4" Concrete Walk	sq ft	$6.20	6,699	$ 41,534
8" Concrete pavement	sq yd	$72.00	0	$ -
Concrete pavement	sq yd	$72.00	0	$ -
Class 2 Aggregate Shoulder (1)	cu yd	$45.00	0	$ -
Class 6 Aggregate Base (1)	cu yd	$35.00	919	$ 32,158
Subgrade Excavation (1)	cu yd	$10.00	1,600	$ 16,003
Common Excavation	cu yd	$10.00	1,665	$ 16,647
Muck Excavation	cu yd	$10.00	0	$ -
Common Borrow	cu yd	$10.00	2,497	$ 24,970
Select Granular Borrow	cu yd	$17.00	1,600	$ 27,206
Mill	sq yd	$2.00	2,921	$ 5,843
Curb and Gutter Design B624	lin ft	$26.00	1,900	$ 49,400
(a) Subtotal Paving and Grading				**$ 281,914**
UTILITIES, REMOVALS, DRAINAGE, ETC.				
Removals/Clear and Grub		5.0%		$ 14,096
Minor City Utilities		5.0%		$ 14,096
Signing, Striping, Traffic Control		5.0%		$ 14,096
Erosion Control and Turf Establishment		5.0%		$ 14,096
(b) Subtotal Utilities, Removals, Drainage, Etc.				**$ 56,383**
DRAINAGE				
Storm Sewer		20.0%		$ 56,383
(c) Subtotal Drainage				**$ 56,383**
STRUCTURES/SIGNALS/MISC. COST				
Bridge removal	sqft	$15		$ -
Retaining Wall	sqft	$100		$ -
Retaining Block Wall	sqft	$60		$ -
Lighting		$7,000		$ -
Interchange Lighting		$480,000		$ -
Roundabout Landscaping		$20,000		$ -
Intersection ADA	each	$ 6,000.00	6	$ 36,000
Signal System	each	$ 250,000.00		$ -
Wetland Impact	acre	$ 80,000.00		$ -
				$ -
(d) Subtotal Structural				**$ 36,000**
(a+b+c+d) Subtotal Construction				**$ 430,680**
Risk & Contingency		20.0%		$ 86,136
TMP		5.0%		$ 21,534
Mobilization		5.0%		$ 21,534
(e) Subtotal Miscellaneous				**$ 129,204**
(a+b+c+d+e) Total Construction				**$ 559,884**
Inflation Adjusted Construction Cost for 2021 (1.09 factor)				**$ 610,273**
Design & Construction Engineering		20.0%		$ 122,055
RW Cost				
	acre	$15,000		$ -
Total RW				**$ -**

Total Estimated Cost	**$ 732,328**

Split T - Full access with median

Item Description	Units	Unit Cost	Quantity	Total
PAVING AND GRADING (P & G) COSTS				
Bituminous Pavement (1)	ton	$80.00	1,217	$ 97,358
4" Concrete Walk	sq ft	$6.20	9,651	$ 59,836
8" Concrete pavement	sq yd	$72.00	0	$ -
Concrete pavement	sq yd	$72.00	0	$ -
Class 2 Aggregate Shoulder (1)	cu yd	$45.00	0	$ -
Class 6 Aggregate Base (1)	cu yd	$35.00	897	$ 31,385
Subgrade Excavation (1)	cu yd	$10.00	1,556	$ 15,561
Common Excavation	cu yd	$10.00	1,624	$ 16,242
Muck Excavation	cu yd	$10.00	0	$ -
Common Borrow	cu yd	$10.00	2,436	$ 24,363
Select Granular Borrow	cu yd	$17.00	1,556	$ 26,455
Mill	sq yd	$2.00	0	$ -
Curb and Gutter Design B624	lin ft	$26.00	2,685	$ 69,810
(a) Subtotal Paving and Grading				**$ 341,010**
UTILITIES, REMOVALS, DRAINAGE, ETC.				
Removals/Clear and Grub		5.0%		$ 17,050
Minor City Utilities		5.0%		$ 17,050
Signing, Striping, Traffic Control		5.0%		$ 17,050
Erosion Control and Turf Establishment		5.0%		$ 17,050
(b) Subtotal Utilities, Removals, Drainage, Etc.				**$ 68,202**
DRAINAGE				
Storm Sewer		20.0%		$ 68,202
(c) Subtotal Drainage				**$ 68,202**
STRUCTURES/SIGNALS/MISC. COST				
Bridge removal	sqft	$15		$ -
Retaining Wall	sqft	$100		$ -
Retaining Block Wall	sqft	$60		$ -
Lighting		$7,000		$ -
Interchange Lighting		$480,000		$ -
Roundabout Landscaping		$20,000		$ -
Intersection ADA	each	$ 6,000.00	6	$ 36,000
Signal System	each	$ 250,000.00		$ -
Wetland Impact	acre	$ 80,000.00		$ -
				$ -
(d) Subtotal Structural				**$ 36,000**
(a+b+c+d) Subtotal Construction				**$ 513,414**
Risk & Contingency		20.0%		$ 102,683
TMP		5.0%		$ 25,671
Mobilization		5.0%		$ 25,671
(e) Subtotal Miscellaneous				**$ 154,024**
(a+b+c+d+e) Total Construction				**$ 667,438**
Inflation Adjusted Construction Cost for 2021 (1.09 factor)				**$ 727,507**
Design & Construction Engineering		20.0%		$ 145,501
RW Cost				
	acre	$15,000		$ -
Total RW				**$ -**

Total Estimated Cost	**$ 873,009**

Split T - 3/4 Access

Item Description	Units	Unit Cost	Quantity	Total
PAVING AND GRADING (P & G) COSTS				
Bituminous Pavement (1)	ton	$80.00	1,155	$ 92,386
4" Concrete Walk	sq ft	$6.20	11,259	$ 69,806
8" Concrete pavement	sq yd	$72.00	0	$ -
Concrete pavement	sq yd	$72.00	0	$ -
Class 2 Aggregate Shoulder (1)	cu yd	$45.00	0	$ -
Class 6 Aggregate Base (1)	cu yd	$35.00	890	$ 31,144
Subgrade Excavation (1)	cu yd	$10.00	1,542	$ 15,424
Common Excavation	cu yd	$10.00	1,612	$ 16,116
Muck Excavation	cu yd	$10.00	0	$ -
Common Borrow	cu yd	$10.00	2,417	$ 24,173
Select Granular Borrow	cu yd	$17.00	1,542	$ 26,220
Mill	sq yd	$2.00	0	$ -
Curb and Gutter Design B624	lin ft	$26.00	3,147	$ 81,822
(a) Subtotal Paving and Grading				**$ 357,090**
UTILITIES, REMOVALS, DRAINAGE, ETC.				
Removals/Clear and Grub		5.0%		$ 17,855
Minor City Utilities		5.0%		$ 17,855
Signing, Striping, Traffic Control		5.0%		$ 17,855
Erosion Control and Turf Establishment		5.0%		$ 17,855
(b) Subtotal Utilities, Removals, Drainage, Etc.				**$ 71,418**
DRAINAGE				
Storm Sewer		20.0%		$ 71,418
(c) Subtotal Drainage				**$ 71,418**
STRUCTURES/SIGNALS/MISC. COST				
Bridge removal	sqft	$15		$ -
Retaining Wall	sqft	$100		$ -
Retaining Block Wall	sqft	$60		$ -
Lighting		$7,000		$ -
Interchange Lighting		$480,000		$ -
Roundabout Landscaping		$20,000		$ -
Intersection ADA	each	$ 6,000.00	10	$ 60,000
Signal System	each	$ 250,000.00		$ -
Wetland Impact	acre	$ 80,000.00		$ -
				$ -
(d) Subtotal Structural				**$ 60,000**
(a+b+c+d) Subtotal Construction				**$ 559,927**
Risk & Contingency		20.0%		$ 111,985
TMP		5.0%		$ 27,996
Mobilization		5.0%		$ 27,996
(e) Subtotal Miscellaneous				**$ 167,978**
(a+b+c+d+e) Total Construction				**$ 727,905**
Inflation Adjusted Construction Cost for 2021 (1.09 factor)				**$ 793,416**
Design & Construction Engineering		20.0%		$ 158,683
RW Cost				
	acre	$15,000		$ -
Total RW				**$ -**

Total Estimated Cost	**$ 952,099**

Split T - Mini Roundabouts

Item Description	Units	Unit Cost	Quantity	Total
PAVING AND GRADING (P & G) COSTS				
Bituminous Pavement (1)	ton	$80.00	953	$ 76,227
4" Concrete Walk	sq ft	$6.20	14,894	$ 92,343
8" Concrete pavement	sq yd	$72.00	419	$ 30,176
Concrete pavement	sq yd	$72.00	0	$ -
Class 2 Aggregate Shoulder (1)	cu yd	$45.00	0	$ -
Class 6 Aggregate Base (1)	cu yd	$35.00	908	$ 31,774
Subgrade Excavation (1)	cu yd	$10.00	1,539	$ 15,390
Common Excavation	cu yd	$10.00	1,641	$ 16,413
Muck Excavation	cu yd	$10.00	0	$ -
Common Borrow	cu yd	$10.00	2,462	$ 24,619
Select Granular Borrow	cu yd	$17.00	1,539	$ 26,162
Mill	sq yd	$2.00	0	$ -
Curb and Gutter Design B624	lin ft	$26.00	3,246	$ 84,396
(a) Subtotal Paving and Grading				**$ 397,499**
UTILITIES, REMOVALS, DRAINAGE, ETC.				
Removals/Clear and Grub		5.0%		$ 19,875
Minor City Utilities		5.0%		$ 19,875
Signing, Striping, Traffic Control		5.0%		$ 19,875
Erosion Control and Turf Establishment		5.0%		$ 19,875
(b) Subtotal Utilities, Removals, Drainage, Etc.				**$ 79,500**
DRAINAGE				
Storm Sewer		20.0%		$ 79,500
(c) Subtotal Drainage				**$ 79,500**
STRUCTURES/SIGNALS/MISC. COST				
Bridge removal	sqft	$15		$ -
Retaining Wall	sqft	$100		$ -
Retaining Block Wall	sqft	$60		$ -
Lighting		$7,000	8	$ 56,000
Interchange Lighting		$480,000		$ -
Roundabout Landscaping		$20,000		$ -
Intersection ADA	each	$ 6,000.00	12	$ 72,000
Signal System	each	$ 250,000.00		$ -
Wetland Impact	acre	$ 80,000.00		$ -
				$ -
(d) Subtotal Structural				**$ 128,000**
(a+b+c+d) Subtotal Construction				**$ 684,499**
Risk & Contingency		20.0%		$ 136,900
TMP		5.0%		$ 34,225
Mobilization		5.0%		$ 34,225
(e) Subtotal Miscellaneous				**$ 205,350**
(a+b+c+d+e) Total Construction				**$ 889,849**
Inflation Adjusted Construction Cost for 2021 (1.09 factor)				**$ 969,935**
Design & Construction Engineering		20.0%		$ 193,987
RW Cost				
	acre	$15,000		$ -
Total RW				**$ -**

Total Estimated Cost	**$ 1,163,922**

Construction Cost Estimate

Split T - Mini and 3/4

Item Description	Units	Unit Cost	Quantity	Total
PAVING AND GRADING (P & G) COSTS				
Bituminous Pavement (1)	ton	$80.00	1,082	$ 86,535
4" Concrete Walk	sq ft	$6.20	16,185	$ 100,347
8" Concrete pavement	sq yd	$72.00	210	$ 15,088
Concrete pavement	sq yd	$72.00	0	$ -
Class 2 Aggregate Shoulder (1)	cu yd	$45.00	0	$ -
Class 6 Aggregate Base (1)	cu yd	$35.00	973	$ 34,049
Subgrade Excavation (1)	cu yd	$10.00	1,710	$ 17,101
Common Excavation	cu yd	$10.00	1,764	$ 17,639
Muck Excavation	cu yd	$10.00	0	$ -
Common Borrow	cu yd	$10.00	2,646	$ 26,458
Select Granular Borrow	cu yd	$17.00	1,710	$ 29,072
Mill	sq yd	$2.00	0	$ -
Curb and Gutter Design B624	lin ft	$26.00	3,736	$ 97,136
(a) Subtotal Paving and Grading				**$ 423,425**
UTILITIES, REMOVALS, DRAINAGE, ETC.				
Removals/Clear and Grub		5.0%		$ 21,171
Minor City Utilities		5.0%		$ 21,171
Signing, Striping, Traffic Control		5.0%		$ 21,171
Erosion Control and Turf Establishment		5.0%		$ 21,171
(b) Subtotal Utilities, Removals, Drainage, Etc.				**$ 84,685**
DRAINAGE				
Storm Sewer		20.0%		$ 84,685
(c) Subtotal Drainage				**$ 84,685**
STRUCTURES/SIGNALS/MISC. COST				
Bridge removal	sqft	$15		$ -
Retaining Wall	sqft	$100		$ -
Retaining Block Wall	sqft	$60		$ -
Lighting		$7,000	4	$ 28,000
Interchange Lighting		$480,000		$ -
Roundabout Landscaping		$20,000		$ -
Intersection ADA	each	$ 6,000.00	8	$ 48,000
Signal System	each	$ 250,000.00		$ -
Wetland Impact	acre	$ 80,000.00		$ -
				$ -
(d) Subtotal Structural				**$ 76,000**
(a+b+c+d) Subtotal Construction				**$ 668,794**
Risk & Contingency		20.0%		$ 133,759
TMP		5.0%		$ 33,440
Mobilization		5.0%		$ 33,440
(e) Subtotal Miscellaneous				**$ 200,638**
(a+b+c+d+e) Total Construction				**$ 869,433**
Inflation Adjusted Construction Cost for 2021 (1.09 factor)				**$ 947,682**
Design & Construction Engineering		20.0%		$ 189,536
RW Cost				
	acre	$15,000		$ -
Total RW				**$ -**
Total Estimated Cost				**$ 1,137,218**

Construction Cost Estimate

Single Roundabout

Item Description	Units	Unit Cost	Quantity	Total
PAVING AND GRADING (P & G) COSTS				
Bituminous Pavement (1)	ton	$80.00	1,052	$ 84,135
4" Concrete Walk	sq ft	$6.20	13,669	$ 84,748
8" Concrete pavement	sq yd	$72.00	657	$ 47,280
Concrete pavement	sq yd	$72.00	0	$ -
Class 2 Aggregate Shoulder (1)	cu yd	$45.00	0	$ -
Class 6 Aggregate Base (1)	cu yd	$35.00	983	$ 34,406
Subgrade Excavation (1)	cu yd	$10.00	1,725	$ 17,252
Common Excavation	cu yd	$10.00	1,782	$ 17,822
Muck Excavation	cu yd	$10.00	0	$ -
Common Borrow	cu yd	$10.00	2,673	$ 26,732
Select Granular Borrow	cu yd	$17.00	1,725	$ 29,328
Mill	sq yd	$2.00	0	$ -
Curb and Gutter Design B624	lin ft	$26.00	3,600	$ 93,600
(a) Subtotal Paving and Grading				**$ 435,303**
UTILITIES, REMOVALS, DRAINAGE, ETC.				
Removals/Clear and Grub		5.0%		$ 21,765
Minor City Utilities		5.0%		$ 21,765
Signing, Striping, Traffic Control		5.0%		$ 21,765
Erosion Control and Turf Establishment		5.0%		$ 21,765
(b) Subtotal Utilities, Removals, Drainage, Etc.				**$ 87,061**
DRAINAGE				
Storm Sewer		20.0%		$ 87,061
(c) Subtotal Drainage				**$ 87,061**
STRUCTURES/SIGNALS/MISC. COST				
Bridge removal	sqft	$15		$ -
Retaining Wall	sqft	$100		$ -
Retaining Block Wall	sqft	$60		$ -
Lighting		$7,000	8	$ 56,000
Interchange Lighting		$480,000		$ -
Roundabout Landscaping	each	$20,000	1	$ 20,000
Intersection ADA	each	$ 6,000.00	20	$ 120,000
Signal System	each	$ 250,000.00		$ -
Wetland Impact	acre	$ 80,000.00		$ -
				$ -
(d) Subtotal Structural				**$ 196,000**
(a+b+c+d) Subtotal Construction				**$ 805,424**
Risk & Contingency		20.0%		$ 161,085
TMP		5.0%		$ 40,271
Mobilization		5.0%		$ 40,271
(e) Subtotal Miscellaneous				**$ 241,627**
(a+b+c+d+e) Total Construction				**$ 1,047,051**
Inflation Adjusted Construction Cost for 2021 (1.09 factor)				**$ 1,141,286**
Design & Construction Engineering		20.0%		$ 228,257
RW Cost				
	acre	$15,000		$ -
Total RW				**$ -**

Total Estimated Cost	**$ 1,369,543**

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CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	CVB and City of Marshall Lease Agreement-Red Baron Space
Background Information:	The Marshall Area Convention and Visitors Bureau has been in discussions for the past year on exploring alternative office space for its Director and Assistant. The office space prioritized by the CVB is Red Baron Arena—located at the Main Entrance to the facility. Subsequently, the CVB Board approved CVB re-locating their office to Red Baron Arena and now are awaiting formal approval by the City Council. Director Cassi Weiss will be attending the meeting to discuss the proposed office space and reasons why this office re-location is a good fit.
Fiscal Impact:	Lease Revenue
Alternative/ Variations:	Do not approve the Lease Agreement
Recommendations:	Approve the CVB and City of Marshall Lease Agreement for Red Baron Office Space

MARSHALL CONVENTION AND VISITORS BUREAU SERVICE AGREEMENT WITH THE CITY OF MARSHALL

THIS LEASE AGREEMENT, made and entered into this 1st day of October 2021, by and between the City of Marshall, whose address is 344 West Main Street, Marshall, MN 56258, and the Marshall Convention and Visitors Bureau, whose address is 118 West College Drive, Marshall, MN 56258, a 501 (c)(3) Corporation (hereinafter referenced as CVB) as follows:

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

1) Rental Aggreement: Subject to the terms and conditions of this agreement, City of Marshall agrees to provide rental services to the CVB, including but not limited to:

a. Office space, Wireless Interenet, meeting space (if rental scheudle allows) cleaning, garbage, recycling, & snow removal to the Convention & Visitor Bureau.

b. Utilities**.** The City of Marshall agrees to provide such heat, electricity, water and sewage services as are reasonably necessary for Tenant's operations at no additional cost to Tenant.

c. This agreement will be effective October 1st 2021 – December 31st 2022. Both parties have the right to terminate or amend the terms to this agreement by providing sixty (60) days written notice to the other.

d. This agreement allows the CVB to utilize the meeting rooms in the arena, but the community rentals will take priority over the CVB rentals.

2) Payment and Terms CVB shall pay to City of Marshall monthly payments for Rent in the amount of $400 per month on the 1st day of each and every month

All payments shall be made to City Of Marshall, 344 West Main Street, Marshall, MN 56258.

3) Mutual Indemnification Obligations City Of Marshall agrees to defend, indemnify, and hold harmless CVB against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or ommissions of CVB and/or those of its employees or agents. CVB agrees to defend, indemnify, and hold harmless City Of Marshall against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or ommissions of City of Marshall and/or those of its employees or agents. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

4) Liability Insurance The CVB will carry public liability insurance with 1,000,000 per occurrence & 3,000,000 general aggregate.

Insurance.

A. Marshall Convention & Visitors Bureau shall obtain and maintain continuously in effect at all times during the term of this Lease, at their sole expense, insurance written by a company licensed to do business in the State of Minnesota of the type and having limits at least as large as those set forth herein.

Such insurance shall name the City Of Marshall / Red Baron Arena & Expo as an additional insured thereunder and shall contain provisions requiring at least thirty (30) days advance notice to the Landlord of the termination or cancellation of all such insurance. Tenant shall provide Landlord with copies of certificate of insurance for all policies required herein evidencing such policies. Tenant shall deliver certificates of such insurance to Landlord before occupying the Facility and installing any equipment.

(1) Owner's, landlord's and tenant's insurance: Tenant shall insure or self-insure their own personal property located on the lease premises.

(2) Workers' compensation insurance: meeting or exceeding statutory requirements.

(3) General liability insurance in the amount of $1,000,000 for injuries to any one person, $1,000,000 for any one accident and $100,000 for property damage or, in the alternative, combined single limit coverage of at least $1,000,000.

B. It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of Tenant.

C. Except in the case of the willful or negligent act or omission of Landlord, its agent or employee, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Facility by Tenant.

5) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflct of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.
6) Termination Provision The Agreement shall become effective October 1st 2021 and continue until December 31st 2022. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing sixty (60) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

City Of Marshall
344 West Main Street
Marshall, MN 56258

Marshall Convention and Visitors Bureau
118 West College Drive
Marshall, MN 56258

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

Marshall Convention and Visitors Bureau:

_____
By:
Its: Director; Cassi Weiss

City of Marshall:

_____
By:
Its: Mayor; Bob Byrnes

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Comprehensive Plan Task Force
Background Information:	In preparation for the Comprehensive Plan project, staff was asked by SRF Consulting Group to develop a Comprehensive Plan Task Force. The Task Force is responsible for guiding the development of the plan, promoting the plan and engagement efforts, and serving as the first level of review for project deliverables. Through these efforts, members will serve an important role of setting the future vision for Marshall. The Task Force will meet six times throughout the planning process. Members will be asked to attend each meeting (as they are able), review agendas, materials, and deliverables. Recommendations were made by SRF Consulting Group on which industries and interest groups to include in the Task Force and the number of representatives needed. The recommendation included a Task Force of 12 – 16 members, of which, staff has currently selected 12 members. There are four slots available if Council would like to bring forth additional members. Below are the nominations being brought forth for approval and the industry/interest group they represent. Nominations were selected by staff and vetted by the Mayor and City Administrator.

Category	**Member**
City Council	Don Edblom
Planning Commission	Amanda Schroeder
Builder/Developer	Brad Meulebroeck
Business - Retail/Commercial	Dennis Jensen
Business - Manufacturing	Jill Pieper
Business - Downtown	Chad Kulla
Tourism/Hospitality	Matt Schnoor
Housing	Diane Buesing
Health Care	Sonya Kayser
Education	Raphael Onyeaghala
Education - Alternate	Sara Runchey
Residents at Large	Misty Butler

Fiscal Impact:	None
Alternative/ Variations:	None
Recommendations:	Approve the task force members as presented

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	2025 MnDOT College Drive Improvement Project (SP 4204-40) - Call for Public Hearing.
Background Information:	MnDOT is proceeding with plans to complete State Project 4204-40, the reconstruction of MN 19/College Drive from South 4th Street to Bruce Street within our city limits. The project is a comprehensive reconstruction project that includes new pavement, sidewalk, and city utilities. Some notable changes include the addition of a roundabout, the removal of a traffic signal, the addition of RRFB pedestrian crossings, optimized road widths, access review, and strategically placed center medians. In accordance with State Statutes, MnDOT is required to receive the City's approval of the proposed layout by Resolution of the City Council. MnDOT has made significant efforts to engage with the public, key stakeholders, and the City Council leading up to this request to help achieve project support and obtain "municipal consent". City Engineering staff has met numerous times with the MnDOT team to review and comment throughout the process. Included with this memorandum is a "Municipal Consent Packet" as provided by Jesse Vlaminck, MnDOT Project Manager. The packet includes a memorandum, applicable State Statutes, project schedule, project cost estimate, and resolutions for the city to utilize for offering municipal consent. Also included with MnDOT's submittal is the final layout to be used for the project. The final layout provides the basis for the project as it highlights the general concept for the project by identifying all key features and access points for the highway. State Statutes will require the City to schedule a public hearing within 15 days of receiving the final layout (by 7/28/21), conduct a public hearing within 60 days of receiving the final layout (9/11/21), and approve or disapprove the layout by resolution within 90 days of the public hearing (12/10/21). Understanding this schedule, staff believes it is prudent to call for the public hearing at this Council meeting to help ensure that all deadlines are met. MnDOT Project Manager, Jesse Vlaminck is present at this meeting to help present this topic and answer City Council questions. Jesse will help explain the municipal consent process and guide Council expectations moving forward.
Fiscal Impact:	No fiscal impact at this time. A future estimated total city cost of $3,895,661 at time of College Drive reconstruction project. All improvements may be assessed according to the current Special Assessment Policy, including but not limited to participation from Ma

	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.
Recommendation:	that the Council authorize City staff to set a public hearing to occur at the August 24, 2021 City Council meeting.

Municipal Consent

SP 4204-40

City of Marshall

July 13, 2021

Municipal consent submittal letter

SP 4204-40 Layout 1A - Separate file (Signed copy to be hand delivered)

State Statues 161.162 through 161.167

Project schedule

Current Cost Estimate

Sample Resolution for Municipal Consent

Sample Resolution to Waive Municipal Consent

Municipal Consent procedure - Separate file

DEPARTMENT OF TRANSPORTATION

District 8
2505 Transportation Road
Willmar, MN 56201
320-231-5195

July 6, 2021

Robert J. Byrnes
Mayor
City of Marshall
344 West Main Street
Marshall, MN 5658

RE: Request for City Approval (Municipal Consent) of the Final Layout for SP 4204-40

Dear Mayor Byrnes

MnDOT is proceeding with plans to complete State Project 4204-40, Reconstruction of Hwy 19 from 4th Street to Bruce Street. In accordance with Minnesota Statute 161.164, I am submitting for City approval the project's Final Layout, identified as Layout No. 1A, S.P. 4204-40.

The City's approval (municipal consent) is required for this project because it alters access (Many access will be closed and /or altered to right in right out), requires acquisition of permanent rights of way (permanent right of way will be obtained to bring city alleys to city access standards). Municipal consent of MnDOT projects is described in Minnesota Statutes 161.162 through 161.167 (attached).

Approval or disapproval of the final layout is by resolution of the City Council. (A sample resolution is attached). However, if the City neither approves nor disapproves the final layout within 90 days of the public hearing, the layout is deemed approved (per MN Statute 161.164).

The deadlines (per MN Statute 161.164) for the City's responsibilities regarding municipal consent of the attached layout are as follows, based on a submittal date of the final layout to the City of [7/13/2021]:

- Within 15 days of receiving the final layout, schedule a public hearing (by 7/28/2021).
- Within 60 days of receiving the final layout, conduct the public hearing (by 9/11/2021).
- Provide at least 30-days' notice of the public hearing.
- Within 90 days of the public hearing, approve or disapprove the layout by resolution (by 12/10/2021).

MnDOT will attend the public hearing to present the final layout and answer questions, as required by statute.

DEPARTMENT OF TRANSPORTATION

District 8
2505 Transportation Road
Willmar, MN 56201
320-231-5195

Project Purpose

This project has a deteriorated pavement, indicated by a sub-standard Ride Quality Index (RQI) rating. The RQI rating is projected to continue to decline. This project also has pedestrian access facilities, ramps and sidewalks that do not meet the Americans with Disabilities Act (ADA) standards. This project also has aging underground city utilities; sewer and water mains that are in poor condition.

The purpose of this project is to:

A) Improve the RQI on this project which will help the entire Highway System achieve the Pavement Performance Targets, and to improve pavement structural integrity and reduce maintenance costs.
B) Upgrade the pedestrian ramps/sidewalk to meet ADA standards
C) Facilitate replacement of the deteriorating underground utilities.

Project Description

SP 4204-40 will be a full reconstruction of Trunk Highway (TH) 19 from 4th Street to approximately 134' west of Bruce Street in Marshall, MN. The project will include but not limited to Concrete Paving, a Roundabout at the intersection of Hwy 19, Country Club Drive, and South 2nd Street, new Signals at Saratoga Street and Main Street (TH 59), Rectangular Rapid Flashing Beacons (RRFB), Bridge approach panel work at Bridge No. 5083, Lighting, Storm Sewer, City utilities (Sanitary and Water), and some additional sidewalk and pedestrian curb ramps from Marlene Street to 4th Street and at Bruce Street.

Planned Project Schedule

SP 4204-40 is planned to be let on November 22, 2024, Construction is to begin the spring of 2025 and is anticipated to take up to two construction seasons to complete all work, there will be detours and staged construction.

City's Estimated Project Costs

Some project costs are the City's responsibility, as detailed in MnDOT's cost participation policy. (See the policy and the *Cost Participation and Maintenance with Local Units of Government Manual* at MnDOT's this website: http://www.dot.state.mn.us/policy/financial/fm011.html).

Attached is MnDOT's current estimate of the City's costs for S.P. 4204-40. It also shows MnDOT's estimated costs.

As shown on the attached, the City of Marshall's total cost participation for SP 4204-40 is estimated to be $3,895,661.

DEPARTMENT OF TRANSPORTATION

District 8
2505 Transportation Road
Willmar, MN 56201
320-231-5195

The alleys between West Lyon and West Marshall streets will require additional Right of Way (R/W) to be built to city standards. It is the intent for MnDOT to obtain the R/W to construct the alleys to standard and then turn back to the city.

City's Maintenance Responsibilities

The City of Marshall will also be responsible for the following:

- Approach legs to the intersections to the outside edge of the shoulder line or outer radius of roundabouts.
- Removal of snow from parking lanes.
- Responsible for maintenance of Parking- related markings installed on MnDOT roadways.
- Routine maintenance of all sidewalks and shared use paths, including but not limited to patching, snow and ice control/removal, sweeping, debris removal, vegetation control, signs, and pavement markings.

MnDOT will be responsible for the following:

- Maintenance activities associated with all trunk highway roadway and shoulder items.
- Non-routine storm sewer system maintenance is defined as removal of sediment from the pipes, replacement, reconstruction, rehabilitation, or improvement of portions of storm water drainage infrastructure such as castings, manhole or catch basin structures, and pipe segments or aprons, including rip-rap.

Please feel free to contact me if you have any questions about this submittal.

Sincerely,

Jesse Vlaminck /s/

Jesse Vlaminck
Project Manager
MnDOT District 8
2505 Transportation Road
Willmar, MN 56201
320-212-0206
jesse.vlaminck@state.mn.us

DEPARTMENT OF TRANSPORTATION

District 8
2505 Transportation Road
Willmar, MN 56201
320-231-5195

Attachments:

- Final Layout for SP 4204-40, dated 6/30/2021
- MN Statutes 161.162 – 161.167
- Estimated Project Costs
- Project Schedule
- Sample City Resolution
- Sample City Waiver Resolution

cc:

- Sharon Hanson – Marshall City Administrator
- Jason Anderson – Marshall City Engineer

161.162 DEFINITIONS.

Subdivision 1. **Applicability.** The terms in sections 161.162 to 161.167 have the meanings given them in this section and section 160.02.

Subd. 2. **Final layout.** (a) "Final layout" means geometric layouts and supplemental drawings that show the location, character, dimensions, access, and explanatory information about the highway construction or improvement work being proposed. "Final layout" includes, where applicable, traffic lanes, shoulders, trails, intersections, signals, bridges, approximate right-of-way limits, existing ground line and proposed grade line of the highway, turn lanes, access points and closures, sidewalks, proposed design speed, noise walls, transit considerations, auxiliary lanes, interchange locations, interchange types, sensitive areas, existing right-of-way, traffic volume and turning movements, location of storm water drainage, location of municipal utilities, project schedule and estimated cost, and the name of the project manager.

(b) "Final layout" does not include a cost participation agreement. For purposes of this subdivision "cost participation agreement" means a document signed by the commissioner and the governing body of a municipality that states the costs of a highway construction project that will be paid by the municipality.

Subd. 3. **Final construction plan.** "Final construction plan" means the set of technical drawings for the construction or improvement of a trunk highway provided to contractors for bids.

Subd. 4. **Governing body.** "Governing body" means the elected council of a municipality.

Subd. 5. **Municipality.** "Municipality" means a statutory or home rule charter city.

History: *2001 c 191 s 3; 2002 c 364 s 3*

161.163 HIGHWAY PROJECT REVIEW.

Subdivision 1. **Projects requiring review.** Sections 161.162 to 161.167 apply only to projects that alter access, increase or reduce highway traffic capacity, or require acquisition of permanent rights-of-way.

Subd. 2. **Traffic safety measures.** Nothing contained in sections 161.162 to 161.167 limits the power of the commissioner to regulate traffic or install traffic-control devices or other safety measures on trunk highways located within municipalities regardless of their impact on access or traffic capacity or on the need for additional right-of-way.

Subd. 3. **Construction program.** Nothing contained in sections 161.162 to 161.167 limits the commissioner's discretion to determine priority and programming of trunk highway projects.

History: *2001 c 191 s 4*

161.164 FINAL LAYOUT APPROVAL PROCESS.

Subdivision 1. **Submission of final layout.** Before proceeding with the construction, reconstruction, or improvement of any route on the trunk highway system lying within any municipality, the commissioner shall submit to its governing body a final layout and project report covering the purpose, route location, and proposed design of the highway. The final layout must be submitted as part of a report containing any supporting data that the commissioner deems helpful to the governing body in reviewing the final layout submitted. The supporting data must include a good-faith cost estimate of all the costs in which the governing body is expected to participate. The final layout must be submitted before final decisions are reached so that meaningful early input can be obtained from the municipality.

Subd. 2. **Governing body action.** (a) Within 15 days of receiving a final layout from the commissioner, the governing body shall schedule a public hearing on the final layout. The governing body shall, within 60 days of receiving a final layout from the commissioner, conduct a public hearing at which the Department of Transportation shall present the final layout for the project. The governing body shall give at least 30 days' notice of the public hearing.

(b) Within 90 days from the date of the public hearing, the governing body shall approve or disapprove the final layout in writing, as follows:

(1) If the governing body approves the final layout or does not disapprove the final layout in writing within 90 days, in which case the final layout is deemed to be approved, the commissioner may continue the project development.

(2) If the final construction plans contain changes in access, traffic capacity, or acquisition of permanent right-of-way from the final layout approved by the governing body, the commissioner shall resubmit the portion of the final construction plans where changes were made to the governing body. The governing body must approve or disapprove the changes, in writing, within 60 days from the date the commissioner submits them.

(3) If the governing body disapproves the final layout, the commissioner may make modifications requested by the municipality, decide not to proceed with the project, or refer the final layout to an appeal board. The appeal board shall consist of one member appointed by the commissioner, one member appointed by the governing body, and a third member agreed upon by both the commissioner and the governing body. If the commissioner and the governing body cannot agree upon the third member, the chief justice of the supreme court shall appoint a third member within 14 days of the request of the commissioner to appoint the third member.

Subd. 3. **Appeal board.** Within 30 days after referral of the final layout, the appeal board shall hold a hearing at which the commissioner and the governing body may present the case for or against approval of the final layout referred. Not later than 60 days after the hearing, the appeal board shall recommend approval, recommend approval with modifications, or recommend disapproval of the final layout, making additional recommendations consistent with state and federal requirements as it deems appropriate. It shall submit a written report containing its findings and recommendations to the commissioner and the governing body.

History: *2001 c 191 s 5*

161.165 COMMISSIONER ACTION; INTERSTATE HIGHWAYS.

Subdivision 1. **Applicability.** This section applies to interstate highways.

Subd. 2. **Action on approved final layout.** (a) If the appeal board recommends approval of the final layout or does not submit its findings and recommendations within 60 days of the hearing, in which case the final layout is deemed approved, the commissioner may prepare substantially similar final construction plans and proceed with the project.

(b) If the final construction plans change access, traffic capacity, or acquisition of permanent right-of-way from the final layout approved by the appeal board, the commissioner shall submit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 3. **Action on final layout approved with changes.** (a) If, within 60 days, the appeal board recommends approval of the final layout with modifications, the commissioner may:

(1) prepare final construction plans with the recommended modifications, notify the governing body, and proceed with the project;

(2) decide not to proceed with the project; or

(3) prepare final construction plans substantially similar to the final layout referred to the appeal board, and proceed with the project. The commissioner shall, before proceeding with the project, file a written report with the governing body and the appeal board stating fully the reasons for doing so.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 4. **Action on disapproved final layout.** (a) If, within 60 days, the appeal board recommends disapproval of the final layout, the commissioner may either:

(1) decide not to proceed with the project; or

(2) prepare final construction plans substantially similar to the final layout referred to the appeal board, notify the governing body and the appeal board, and proceed with the project. Before proceeding with the project, the commissioner shall file a written report with the governing body and the appeal board stating fully the reasons for doing so.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 5. **Final construction plans issued.** The commissioner shall send a complete set of final construction plans to the municipality at least 45 days before the bid opening for informational purposes.

History: *2001 c 191 s 6*

161.166 COMMISSIONER ACTION; OTHER HIGHWAYS.

Subdivision 1. **Applicability.** This section applies to trunk highways that are not interstate highways.

Subd. 2. **Action on approved final layout.** If the appeal board recommends approval of the final layout or does not submit its findings or recommendations within 60 days of the hearing, in which case the final layout is deemed approved, the commissioner may prepare substantially similar final construction plans and proceed with the project. If the final construction plans change access or traffic capacity or require additional acquisition of right-of-way from the final layout approved by the appeal board, the commissioner shall submit the portion of the final construction plan that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 3. **Action on final layout approved with changes.** (a) If the appeal board approves the final layout with modifications, the commissioner may:

(1) prepare final construction plans including the modifications, notify the governing body, and proceed with the project;

(2) decide not to proceed with the project; or

(3) prepare a new final layout and resubmit it to the governing body for approval or disapproval under section 161.164, subdivision 2.

(b) If the final construction plans contain changes in access or traffic capacity or require additional acquisition of permanent right-of-way from the final layout reviewed by the appeal board or the governing body, the commissioner shall resubmit the portion of the final construction plans that shows the changes, to the governing body for its approval or disapproval under section 161.164, subdivision 2.

Subd. 4. **Action on disapproved final layout.** If the appeal board disapproves the final layout, the commissioner may:

(1) decide not to proceed with the project; or

(2) prepare a new final layout and submit it to the governing body for approval or disapproval under section 161.164, subdivision 2.

Subd. 5. **Final construction plans issued.** The commissioner shall send a complete set of final construction plans to the municipality at least 45 days before the bid opening for informational purposes.

History: *2001 c 191 s 7; 2020 c 83 art 1 s 51*

161.167 REIMBURSEMENT OF EXPENSES.

Members of the appeal board shall submit to the commissioner an itemized list of the expenses incurred in disposing of matters presented to them. The appeal board members shall be reimbursed for all reasonable expenses incurred by them in the performance of their duties. The commissioner shall pay these costs out of the trunk highway fund.

History: *2001 c 191 s 8*

Project Schedule – 4204-40

Begin Detailed Design Phase	January 2022
Final ADA Field Walk Recommendations	March 2022
Preliminary Construction Limits Map	August 2022
Final Construction Limits Map	November 2022
15% Detailed Design/ADA Detailed Design Submittal	November 2022
30% Detailed Design/ADA Detailed Design Submittal	March 2023
60% Detailed Design/ADA Detailed Design Submittal	August 2023
90% Detailed Design/ADA Detailed Design Submittal	January 2023
100% Detailed Design/ADA Detailed Design Submittal	July 2024
Project Letting	November 2024
Begin Construction	Spring 2025

MARSHALL -TH 19 TOTAL PROJECT COSTS					MNDOT TOTALS		CITY TOTALS		
Item Description	Units	Unit Cost	Quantity	Total	Quantity	Total	Quantity	Total	
PAVING AND GRADING (P & G) COSTS									
Bituminous Pavement (1)	ton	$100.00	0	$ -	166	$ 16,600	0	$ -	see Note 1
4" Concrete (Walk, Median)	sq ft	$8.50	101,446	$ 862,291	97,410	$ 827,985	4,036	$ 34,306	
4" Colored concreate (Walk, Median) (5)	sq ft	$17.00	4,800	$ 81,600	2,400	$ 40,800	2,400	$ 40,800	See Note 5
8" Concrete pavement (Truck Apron, Driveway)	sq yd	$67.50	2,633	$ 177,716	2,633	$ 177,716	0	$ -	
Concrete pavement (1)	cu yd	$67.50	37,362	$ 2,521,932	35,902	$ 2,423,380	1,460	$ 98,552	See Note 1
Supplemental Reinf Bars	pound	$4.00	50,000	$ 200,000	45,000	$ 180,000	5,000	$ 20,000	
Class 6 Aggregate Base (1)	cu yd	$35.00	8,760	$ 306,610	8,425	$ 294,872	335	$ 11,739	See Note 1
Subgrade Excavation (1)	cu yd	$10.00	42,645	$ 426,449	40,988	$ 409,880	1,657	$ 16,569	See Note 1
Common Excavation	cu yd	$10.00	15,554	$ 155,535	14,986	$ 149,857	568	$ 5,678	
Common Borrow	cu yd	$4.00	77,768	$ 311,071	74,929	$ 299,715	2,839	$ 11,356	
Select Granular Borrow	cu yd	$25.00	42,645	$ 1,066,121	40,988	$ 1,024,700	1,657	$ 41,422	
Contaminated Materials Hauling	cu yd	$55.00	1,000	$ 55,000	200	$ 11,000	800	$ 44,000	See Note 6
Bridge Approach Panels	sq yd	$250.00	155	$ 38,750	155	$ 38,750	0	$ -	
Curb and Gutter Design B424	lin ft	$30.00	364	$ 10,932	364	$ 10,932	0	$ -	
Curb and Gutter Design B624	lin ft	$35.00	17,218	$ 602,630	16,341	$ 571,939	877	$ 30,692	
(a) Subtotal Paving and Grading				**$ 6,816,638**		**$ 6,461,526**		**$ 355,112**	
UTILITIES, REMOVALS, DRAINAGE, ETC.						95%		5%	
Removals/Clear and Grub		5.0%		$ 338,082		$ 320,470		$ 17,612	
Signal removal (Lyon)	each		1	$ 15,000	0.5	$ 7,500	0.5	$ 7,500	
City Utilities (sanitary)	lump		1	$ 374,500		$ -	1	$ 374,500	
City Utilities (Watermain)	lump		1	$ 353,900			1	$ 353,900	
Signing, Striping, Traffic Control		5.0%		$ 338,082		$ 320,470		$ 17,612	
Dewatering		10.0%		$ 676,164	30%	$ 202,849	70%	$ 473,315	
Erosion Control and Turf Establishment		3.0%		$ 202,849		$ 192,282		$ 10,567	
(b) Subtotal Utilities, Removals, Drainage, Etc.				**$ 2,298,577**		**$ 1,043,570**		**$ 1,255,007**	
DRAINAGE									
Storm Sewer				$ 1,511,000		$ 1,150,000		$ 361,000	See Note 7
(c) Subtotal Drainage				**$ 1,511,000**		**$ 1,150,000**		**$ 361,000**	
STRUCTURES/SIGNALS/MISC. COST									
Roadway Lighting (MnDOT) (2)	each	$7,000	12.0	$ 84,000	8.0	$ 56,000	4.0	$ 28,000	See Note 2
Roadway Lighting (3)	each	$3,100	17.0	$ 52,700		$ -	17.0	$ 52,700	See Note 3
Decorative Lighting (Single Assembly) (4)	each	$4,000	17.0	$ 68,000		$ -	17.0	$ 68,000	See Note 4
Decorative Lighting (Double Assembly) (4)	each	$6,400	22.0	$ 140,800		$ -	22.0	$ 140,800	See Note 4
Decorative Lighting (intersection lighting) (4)	each	$1,600	8.0	$ 12,800		$ -	8.0	$ 12,800	See Note 4
Rectangular Rapid Flashing Beacon (RRFB) (Lyon)	each	$78,000	1.0	$ 78,000		$ -	1.0	$ 78,000	
Signal System A (Saratoga)	each	$250,000	1.0	$ 250,000	0.5	$ 125,000	0.5	$ 125,000	
Signal System B (Main)	each	$ 250,000	1.0	$ 250,000	1.00	$ 250,000	0.00	$ -	
Recycle/waste receptacles	each	$ 1,200	8.00	$ 9,600		$ -	8.00	$ 9,600	
Bike loops (with city logo)	each	$ 1,400	8.00	$ 11,200			8.00	$ 11,200	
				$ -				$ -	
				$ -		$ -		$ -	
(d) Subtotal Misc				**$ 957,100**		**$ 431,000**		**$ 526,100**	
(a+b+c+d) Subtotal Construction				**$ 11,583,314**		**$ 9,086,096**		**$ 2,497,219**	
Roadway Risk & Contingency		10.0%		$ 1,158,331		$ 908,610		$ 249,722	
TMP		5.0%		$ 579,166		$ 454,305		$ 124,861	
Mobilization		5.0%		$ 579,166		$ 454,305		$ 124,861	
(e) Subtotal Miscellaneous				**$ 2,316,663**		**$ 1,817,219**		**$ 499,444**	
(a+b+c+d+e) Total Construction				**$ 13,899,977**		**$ 10,903,315**		**$ 2,996,662**	
Inflation Adjusted Construction Cost for 2025 (1.14 factor)				**$ 15,845,974**		**$ 12,429,779**		**$ 3,416,195**	
Design & Construction Engineering		16.0%		$ 2,223,996		$ 1,744,530		$ 479,466	
RW Cost									
				=		=		=	
Total RW				**$ -**		**$ -**		**$ -**	
Total Estimated Cost				**$ 18,069,970**		**$ 14,174,309**		**$ 3,895,661**	

Notes:

(1) Parking areas are included in the concrete pavement quantity, City will pay 10% of total parking area and MnDOT will pay 90%.

Assumed Pavement and Subcut Depths:

TH 19 driveway/ truck apron pavement	8	Concrete	Local Road pavement	5	bit
	6	Class 6		6	Class 6
	12	Subcut		12	Subcut
TH 19 concrete pavement	8	Concrete			
	6	Class 6			
	40	Subcut			
Walks and Medians	5	Concrete	* assumed equally split between 4" and 6"		
	6	Class 6			

(2) Country Club (4), Saratoga (4), Main St (4) - lights on local street City costs (4 for City and 8 for MnDOT)

(3) based on estimate from city in 10/6/2020 email

(4) based on estimate from city in 10/2/2020 email

(5) MnDOT to cover cost of regular concrete, City to cover cost of colored (2x the cost of regular)

(6) Assumed 20% MnDOT cost and 80% City; quantity based on similar project amount

(7) Includes Block 11 costs under City costs - see storm summary for cost breakdown

RESOLUTION NO. _____

Resolution for Layout Approval

At a Meeting of the City Council of the City of _____, held on the __ day of _____, 20__, the following Resolution was offered by _____and seconded by _____ to wit:

WHEREAS, the Commissioner of Transportation has prepared a final layout for State Project 4204-40 on Trunk Highway 19, from 4th Street to Bruce Street within the City of Marshall for Reconstruction improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

WHEREAS, said final layout is on file in the District 8 Minnesota Department of Transportation office, Willmar, Minnesota, being marked as Layout No. 1A, S.P. 4204-40, from R.P. 34+00.012 to 35+00.474.

NOW, THEREFORE, BE IT RESOLVED that said final layout for the improvement of said Trunk Highway within the corporate limits be and is hereby approved.

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

ATTEST:

Mayor _____ Dated _____, 20__

State of Minnesota
County of _____
City of _____

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of _____, Minnesota at a duly authorized meeting thereof held on the _____ day of _____, 20___, as shown by the minutes of said meeting in my possession.

(SEAL)_____
City Clerk

RESOLUTION No. _____

Resolution for Waiver of Municipal Consent

At a Meeting of the City Council of the City of _____, held on the __ day of _____, 20___, the following Resolution was offered by _____and seconded by _____, to wit:

WHEREAS, the Commissioner of Transportation has prepared a final layout for State Project 4204-40 on Trunk Highway 19, from 4th Street to Bruce Street within the City of Marshall for Reconstruction improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

WHEREAS, said final layout is on file in the District 8 Minnesota Department of Transportation office, Willmar, Minnesota, being marked as Layout No. 1A, S.P. 4204-40, from R.P. 34+00.012 to 35+00.474; and

NOW, THEREFORE, BE IT RESOLVED that the City Council waives the municipal consent approval action, described in Minnesota Statutes 161.162 to 161.167, of the final layout for SP 4204-40 for the improvement of said and Trunk Highway 19 within the corporate limits.

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

ATTEST:

Mayor _____Dated _____, 20__

State of Minnesota
County of_____
City of_____

I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of _____, Minnesota at a duly authorized meeting thereof held on the _____ day of _____, 20___, as shown by the minutes of said meeting in my possession.

(SEAL)_____
City Clerk

Municipal Consent

Contact

Ryan Gaulke, ryan.gaulke@state.mn.us
Office of Chief Counsel
395 John Ireland Boulevard, MS 130
St. Paul, MN 55155
651.366.3057

Municipal Consent Risk Management

Submittal Letter and Attachments

- Submittal Letter/Template
- MN Statutes 161.162 – 161.167
- Example: Cost Estimate / City Costs
- Example: City Resolution for Municipal Consent
- Example: City Resolution Waiving Municipal Consent

Legal Basis

The Minnesota municipal consent statutes were revised in the 2001 legislative session.

State Municipal Consent Statutes

Definitions	MN Statute 161.162
Highway Project Review	MN Statute 161.163
Final Layout Approval Process	MN Statute 161.164
Commissioner Action; Interstate Highways	MN Statute 161.165
Commissioner Action; Other Highways	MN Statute 161.166
Reimbursement of Expenses (for Appeal Board Members)	MN Statute 161.167

Threshold Criteria

Municipal consent should only be requested from a city if it is required.

When Required

Municipal approval is required for any trunk highway project that results in any of the following within a municipality:

- Alters access,
- Increases or reduces traffic capacity, or
- Requires acquisition of permanent right of way.

Increasing or reducing **traffic capacity** means increasing or reducing the number of through lanes. For example, adding an auxiliary lane is not a change in capacity.

Acquisition of **permanent right of way** includes acquisition of **permanent easements** (e.g., drainage easements).

Exceptions

Municipal consent is not required for maintenance activities or for the following:

- HOV Lanes / Dynamic shoulders (MN Statute 160.93, Subd. 3)
- Traffic safety measures (MN Statute 161.163, Subd. 2)

HOV Lanes / Dynamic Shoulder Lanes (MN Statute 160.93, Subd. 3)
Municipal consent is not required (regardless of impacts to access, capacity, or right of way) for the construction and/or designation of lanes on trunk highways for use as either:

- High-Occupancy Vehicle Lanes (e.g., MnPASS), or
- Dynamic Shoulder Lanes,

Traffic safety measures (MN Statute 161.163, Subd. 2)
Municipal consent is not required (regardless of impacts to access, capacity, or right of way) for projects needed for any of the following:

- Regulate traffic, or
- Install traffic control devices, or
- Other safety measures

The term “other safety measures” refers to traffic safety measures. The addition of a turn lane, for example, is a traffic safety measure; the replacement of a structurally-deficient or fracture-critical bridge is not.

Below are examples of traffic safety exceptions:

Safety Improvements for Pedestrian/ADA Facilities

Municipal consent is not required for projects in which the only trigger for municipal consent is the acquisition of minor amounts of right of way needed for safety improvements required to comply with ADA and to further MnDOT’s goal of providing safe, accessible pedestrian facilities.

The Americans with Disabilities Act (ADA) is a federal act that requires MnDOT to provide accessible pedestrian facilities. MnDOT projects often include improvements to comply with ADA and to help reach MnDOT’s goal of providing safe and accessible pedestrian facilities.

NOTE: The Minnesota statutory definition of “pedestrian” includes any person in a wheelchair. (See Minnesota Statute 169.011, Subd.53 and Subd. 93).

Acquisition of permanent right of way is one of the statutory triggers for obtaining municipal consent, and minor amounts of right of way are sometimes needed for safe and accessible pedestrian facilities. However, Minnesota Statute 161.163, Subd. 2 includes a traffic safety exception to the municipal consent requirement. Improvements needed to provide safe, accessible pedestrian facilities are traffic safety measures, and thus are safety exceptions to municipal consent. These safety improvements include curb ramps, accessible sidewalks and ramps, pedestrian refuge areas, areas for safe pedestrian movement, and pedestrian-operated warning devices.

Roundabouts

Roundabouts are used for traffic regulation and as a safety measure, and thus are **exceptions** that do not require municipal consent even if they require acquisition of permanent right of way.

Roles and Procedures

Municipal consent should only be requested from a city if it is required. (See Threshold Criteria above).

Sometimes a city may choose to waive municipal consent on a specific project. In that case the city council must pass a resolution clearly identifying the project and waiving its right to municipal consent for that project. However, the typical municipal consent process is as outlined below.

Procedure (for obtaining municipal consent)

1. Mn/DOT (District) submits to the city the final layout with a letter requesting city approval. The letter includes a good faith cost estimate of the city's share of the project's cost and the following (either in the letter or in an attached report):
    - project purpose
    - route location
    - short description of the proposed design of the highway
    - any additional supporting data

2. City schedules and holds public hearing (within 60 days of submittal).
   City must schedule within 15 days of receiving Mn/DOT's request for approval and must give 30 days public notice.

3. City passes resolution approving / disapproving (within 90 days of public hearing).
   After 90 from the date of the public hearing, if the city has not passed a resolution disapproving the layout, the layout is deemed approved.

4. If city disapproves, Mn/DOT decides whether to:

    a. Meet city's condition(s), assuming city approved with conditions:
       Mn/DOT writes city a letter indicating this and attaches revised layout with change(s). This ends the MC process.

    b. Go to the appeal process.

    c. Stop the project (do not build the project, or scale project down so that municipal consent is no longer required).

5. If in the final plan Mn/DOT alters access, capacity or R/W, Mn/DOT must re-submit changed portion of plan for city's approval. (The city is not required to hold another public hearing and has 60 days to approve or disapprove).

City Approval

The city can approve either by a formal approval resolution (see generic resolution in Appendix), or by not passing a resolution disapproving the layout within 90 days of the public hearing.

The city's review – with regards to layout approval – is limited to the project elements in the final layout that are within the boundaries of that city. A city cannot impose a condition on its approval that is outside of the city's boundaries.

The process allows the city one opportunity to exercise approval or disapproval of the final layout (unless Mn/DOT alters the plan with regards to access, capacity, or right-of-way). Once a city approves the layout, it cannot rescind its approval later. If a city disapproves with conditions, and if Mn/DOT agrees to meet those conditions – and notifies the city in writing (including copy of revised layout) – then municipal consent has been obtained.

The municipal consent statute applies to changes on "any route on the trunk highway system lying within any municipality." If a T.H. borders a city and no section of the T.H. is completely within the city limits, municipal consent is still required for any of the designated changes (access, capacity, or right of way) that do occur within that city. However, if the changes triggering the municipal consent process are on the other side of the T.H. – and thus outside the city's limits – then municipal consent is not required from that city and is not requested from that city.

City Disapproval

If a city disapproves the final layout, Mn/DOT can stop the project (or scale it back so that municipal consent is no longer required), or Mn/DOT can take the project to the appeal process.

If the city disapproves – but includes condition(s) for approval, Mn/DOT has the above options plus the option of meeting the city's condition(s), and thus obtaining the city's approval. To do this, Mn/DOT sends the city a letter to that effect with the layout attached (revised to show the change(s)). This completes the municipal consent process; Mn/DOT then has the city's approval. (Sending the letter and revised layout is NOT a resubmittal for further consideration by the city).

Appeal Process

The appeal process is the same for interstate and non-interstate projects. However, the Mn/DOT Commissioner is not bound by the recommendations of the appeal board with respect to interstate highways.

If Mn/DOT decides to go to the appeal process, the first step is to establish an Appeal Board of three members: one member appointed by the Commissioner, one member appointed by the City Council, and a third member agreed upon by both the Commissioner and the City Council. (If a third member cannot be agreed upon, the Commissioner refers the selection to the chief justice of the Supreme Court, who then has 14 days to appoint the third member).

After the appeal board is established, the Commissioner refers the final layout to the Appeal Board. The Appeal Board then has 30 days to hold a hearing at which the Commissioner and the City Council may present their cases for or against approval of the layout. Within 60 days after the hearing, the Appeal Board must make its recommendation regarding the final layout. The recommendation can be for:

- approval, or
- approval with modifications, or
- disapproval.

The board can also make additional recommendations consistent with state and federal requirements as it deems appropriate. The board must submit a written report with its findings and recommendations to the Commissioner and the City Council.

Mn/DOT Public Involvement

Glossary

Municipality: A statutory or home rule charter city.

Municipal Consent: A municipality's approval of Mn/DOT's final layout for a project on a Trunk Highway when such approval is required by State Statute – see *Threshold Criteria* above. (Approval is by a resolution passed by the elected council of the municipality – the City Council).

Appendix

Municipal Consent Process & Timeline

Sample City Resolution

Municipal Consent Process & Timeline

Mn/DOT / HPDP

Basic Process

1. Mn/DOT submits the final layout to the City with a letter requesting City approval of the layout.

2. The City holds public hearing within 60 days of Mn/DOT's submittal **60 days**
and gives a 30-day (minimum) public notice of the hearing.
Mn/DOT presents the layout at the public hearing

3. The City Council passes a resolution approving / disapproving the layout
(within 90 days of public hearing).
If after 90 days from the public hearing the City has not passed a **90 days**
resolution disapproving the layout, the layout is deemed approved

4. If the City approves, Mn/DOT can proceed with the project.

5. If the City disapproves, Mn/DOT's options are:
   - o Make the changes requested by the City (if any)
   - o Refer the layout to an Appeal Board
   - o Stop the project
   - o Modify the project so municipal consent is not required
   - o Prepare a new final layout and start the MC process over from beginning

Before Appeal: Total Maximum time = <u>150 days</u>

Appeal Process

1. Mn/DOT notifies the City that it is appealing.

2. An Appeal Board of three persons is established:
   - o Mn/DOT appoints a member **Undefined time to**
   - o The City appoints a member **establish appeal board**
   - o Third member selected by mutual agreement between the City & Mn/DOT.
     If they cannot agree, Mn/DOT requests the MN Chief Justice to select.
     The Chief Justice appoints third member within 14 days of Mn/DOT's request. **14 days**

3. Mn/DOT refers the final layout to the Appeal Board. **Undefined time**

4. The Appeal Board holds a hearing (within 30 days of receiving final layout from Mn/DOT).
The City and Mn/DOT each present their case **30 days**

5. The Appeal Board makes its recommendation (within 60 days of the hearing): **60 days**
   - o Approval, or
   - o Approval with modifications, or
   - o Disapproval of the final layout

Maximum for Appeal Process = <u>104 days +</u>
(plus time to establish appeal board, etc.)

6. If the Board approves, Mn/DOT can proceed with the project.

7. If the Board disapproves, or approves with modifications, Mn/DOT's options are:
   - o Make recommended modifications (if any), and proceed with the project
   - o Stop the project
   - o Modify the project so municipal consent is not required
   - o Prepare a new final layout and start the MC process over from beginning
   - o <u>If it is an Interstate Highway project</u>, Mn/DOT may proceed with the project using the layout that was not approved (and sends a report to the City and the Appeal Board stating the reasons for doing so).

<u>TOTAL Possible Time = 254 days +</u>

NOTE: If final construction plans contain changes to access, capacity, or right of way from the layout approved by the City, Mn/DOT resubmits the changed portion of the plans to the City for approval. (City has 60 days to approve). This holds whether municipal consent was obtained through the basic MC process or through the appeal process.

Sample City Resolution

RESOLUTION NO. _____

Resolution for Layout Approval

At a Meeting of the City Council of the City of_____, held on the___day of_____, 20__, the following Resolution was offered by_____and seconded by _____to wit:

WHEREAS, the Commissioner of Transportation has prepared a final layout for State Project XXXX.XX on Trunk Highway XX, from_____to_____within the City of_____for _____improvements; and seeks the approval thereof, as described in Minnesota Statutes 161.162 to 161.167: and

WHEREAS, said final layout is on file in the District X Minnesota Department of Transportation office, CITY, Minnesota, being marked as Layout No. XXXX, S.P. XXXX-XX, from R.P. XX+xxx to XX+xxx.

NOW, THEREFORE, BE IT RESOLVED that said final layout for the improvement of said Trunk Highway within the corporate limits be and is hereby approved.

Upon the call of the roll the following Council Members voted in favor of the Resolution:

The following Council Members voted against its adoption:

ATTEST:

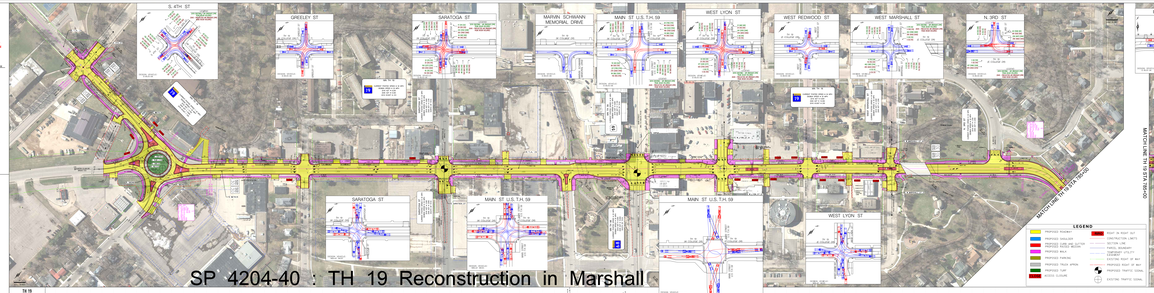
Mayor_____ Dated_____, 20___

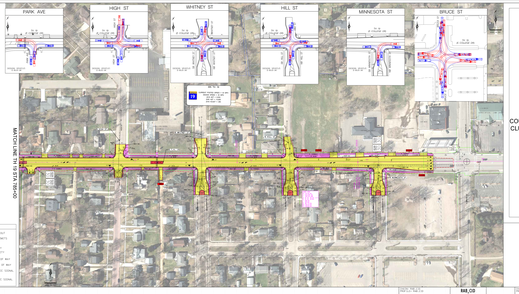
State of Minnesota
County of _____
City of _____

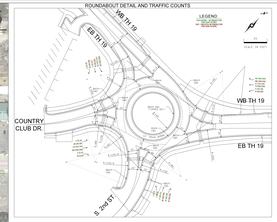
I do hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the Council of the City of_____, Minnesota at a duly authorized meeting thereof held on the_____day of_____, 20 , as shown by the minutes of said meeting in my possession.

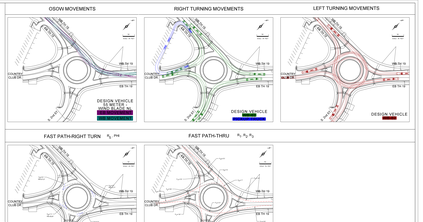
(SEAL)_____
City Clerk

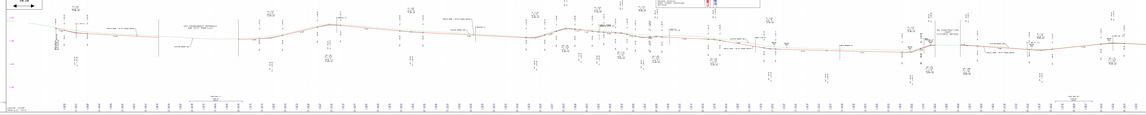
SP 4204-40 : TH 19 Reconstruction in Marshall











CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Authorize City Staff to receive Quotes for Curb & Gutter Replacement.
Background Information:	In 2021, the City Council authorized $625,000 to be used for the annual City Mill and Overlay project of local city streets. As part of the project, some sections of curb and gutter are replaced to ensure proper drainage on the newly overlaid streets. This year's project included the mill and overlay of the following local streets: London Road (Madrid Street to Channel Parkway) Athens Avenue (Madrid Street to Paris Road) Oslo Avenue (Madrid Street to Dublin Street) Rainbow Drive (Madrid Street to Paris Road) Parkside Drive (Lyon Street to Jewett Street) Woodland Way Garden Circle Baseline Drive (Nwakama Street to Clarice Avenue) At the February 23, 2021 City Council meeting, the City Council awarded the contract at $580,564.28, with a maximum expenditure not to exceed $625,000. The local mill and overlay project is now substantially completed, and total costs have come in at $590,260. This is largely due to receiving very competitive bids, with the low bid being the best price of bituminous mix that we've seen in many years. To utilize the remaining $34,740 of funds and better prepare for next year's mill and overlay project, city staff would like to use these remaining funds to complete curb and gutter replacement on routes that will likely be included in next year's mill and overlay project. By completing this work a year in advance, it will put the city in a good position to get next year's overlay project completed quickly and efficiently. Next year's local mill and overlay project will likely include the following streets: Westwood Drive Ridgeway Road Englewood Road Pinehurst Road Cumberland Road Adobe Road Adobe Circle Prospect Road Prospect Circle Carlson Street Glen Street Peltier Street Simmons Street Tiger Drive

	Erie Avenue City staff would propose to seek quotes from multiple contractors for this additional work. City staff would return to Council for award of a quote contract for this work, not to exceed $34,740.
Fiscal Impact:	No impact beyond allocated 2021 budget of $625,000 for mill and overlay project.
Alternative/ Variations:	No alternative actions recommended.
Recommendation:	that the Council authorize city staff to seek quotes for additional curb and gutter work on next year's overlay routes.

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z50-2021: Bituminous Chip Sealing on Various City Streets - Consider Change Order No. 1 (Final) and Acknowledgement of Final Pay Request (No. 2).
Background Information:	The items on the Change Order No. 1 (Final) for the above-referenced project are the result of final measurements and changes in item quantities during construction. All work has been completed in accordance with the specifications.
Fiscal Impact:	Change Order No. 1 (Final) results in a contract decrease in the amount of $12,821.07 and a total contract amount of $109,313.05. The original contract amount was $122,134.12. The 2021 budget includes $140,000 for this work.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that Council approve Change Order No. 1 (Final) with Asphalt Preservation Company Inc. of Detroit Lakes, Minnesota, resulting in a contract decrease in the amount of $12,821.07 and acknowledgement of Final Pay Request (No. 2) in the amount of $109,313.05 for the above-referenced project.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	1

Project Location	Various Locations		
Local Agency	City of Marshall Public Works	Local Project No.	Z50-2021
Contractor	Asphalt Preservation Company Inc.	Contract No.	Project: Z50-2021
Address/City/State/Zip	22923 N Pearl Lake Rd / Detroit Lakes / MN / 56501		
Total Change Order Amount $	($12,821.07)		

Final Reconciling Change Order

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
2356.605	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	$4.17	-2966	($12,368.22)
2356.609	SEAL COAT AGGREGATE (FA-2)	TON	$1.00	-452.85	($452.85)
				Net Change this Change Order	**($12,821.07)**

Due to this change, the contract time: *(check one)*

(**X**) Is NOT changed	( ) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change:

Approved by Project Engineer: Jessie Dehn Date: 6/18/2021
Print Name: Jessie Dehn Phone:
Approved by Contractor: A. Marquis Date: 06/22/2021
Print Name: Averre Marquis Phone: 218-689-4992

City of Marshall Public Works
344 W Main St, Marshall, MN 56258

Contract Number: Project: Z50-2021
Pay Request Number: 1

Project Number	Project Description
Z50-2021	2021 Chip Seal Project

Contractor:	Asphalt Preservation Company Inc. 22923 N Pearl Lake Rd Detroit Lakes, MN 56501	**Vendor Number:** **Up To Date:**	06/18/2021

Contract Amount		**Funds Encumbered**	
Original Contract	$122,134.12	Original	$122,134.12
Contract Changes	$-12,821.07	Additional	N/A
Revised Contract	$109,313.05	Total	$122,134.12

Work Certified To Date	
Base Bid Items	$109,313.05
Contract Changes	$0.00
Material On Hand	$0.00
Total	$109,313.05

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$109,313.05	$109,313.05	$0.00	$0.00	$109,313.05	$109,313.05
	Percent: Retained: 0%			Percent Complete: 89.5%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
Jessie Deter
County/City/Project Engineer
06/18/2021
Date

Approved By Asphalt Preservation Company Inc.
Contractor
Averre Mrquis, President
Date
06/22/2021

VENDOR # Asphalt Preservation Co
INVOICE # #1-Final Z50-2021
$ AMOUNT 109,313.05
DATE 6-18-2021
ACCT & PROJ # 101-43300-53425
DESCRIPTION #1-Final Z50 ChipSeal
SIGNATURE JP / above

Payment Summary

No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-06-18	$109,313.05	$0.00	$109,313.05

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Chip Seal		$109,313.05	$0.00	$0.00	$109,313.05	$109,313.05

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
101	Local / Other[1]	$109,313.05	$0.00	$12,821.07	$109,313.05

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2356.605	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	$4.17	26033	26033	$108,557.61	26033	$108,557.61
Base Bid	2	2356.609	SEAL COAT AGGREGATE (FA-2)	TON	$1.00	755.44	755.44	$755.44	755.44	$755.44
Base Bid Totals:								**$109,313.05**		**$109,313.05**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
Z50-2021		$109,313.05	$109,313.05

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										**$0.00**		**$0.00**

Contract Total	$109,313.05

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	Final Reconciling Change Order	$0.00	$0.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z78: Storm Structure Outfall Improvements Project – Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 2.
Background Information:	The items on the Change Order No. 1 (Final) for the above-referenced project are the result of final measurements and changes in item quantities during construction. All work has been completed in accordance with the specifications.
Fiscal Impact:	Change Order No. 1 (Final) results in a contract decrease in the amount of $562.20 and a total contract amount of $48,795.90. The original contract amount was $49,358.10. The project was originally included in the 2020 CIP. We did not complete the project in 2020 due to US Army Corps of Engineers permitting concerns. The project was carried over into the 2021 CIP and is funded by the Surface Water Management Utility.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that Council approve Change Order No. 1 (Final) with R&G Construction Co. of Marshall, Minnesota, resulting in a contract decrease in the amount of $562.20 and acknowledgement of Final Pay Request (No. 2) in the amount of $487.96 for the above-referenced project.

City of Marshall Public Works
344 W Main St, Marshall, MN 56258

Contract Number: Project: Z78
Pay Request Number: 2

Project Number	Project Description
Z78	Storm Structure Outfall Improvements

Contractor:	R and G Construction Co. 2694 County Road 6 Marshall, MN 56258	**Vendor Number:** **Up To Date:**	01-2112 06/16/2021

Contract Amount		**Funds Encumbered**	
Original Contract	$49,358.10	Original	$49,358.10
Contract Changes	$-562.20	Additional	N/A
Revised Contract	$48,795.90	Total	$49,358.10

Work Certified To Date	
Base Bid Items	$48,795.90
Contract Changes	$0.00
Material On Hand	$0.00
Total	$48,795.90

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$48,795.90	$0.00	$48,307.94	$487.96	$48,795.90
	Percent: Retained: 0%			Percent Complete: 98.86%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
Jessie Dehn
County/City/Project Engineer
06/16/2021
Date

Approved By R and G Construction Co.
Contractor
6/30/2021
Date

Payment Summary

No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-05-18	$48,795.90	$487.96	$48,307.94
2	2021-06-16	$0.00	($487.96)	$487.96

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Stormwater Fund		$48,795.90	$0.00	$48,307.94	$487.96	$48,795.90

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
630	Local / Other[1]	$487.96	$48,795.90	$49,358.10	$48,795.90

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	$3,000.00	1	0	$0.00	1	$3,000.00
Base Bid	2	2451.609	AGGREGATE FOUNDATION	TON	$0.01	0	0	$0.00	0	$0.00
Base Bid	3	2501.602	CHECK VALVE FOR 30" HDPE PIPE	EACH	$10,000.00	1	0	$0.00	1	$10,000.00
Base Bid	4	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	$1,200.00	10.4	0	$0.00	10.4	$12,480.00
Base Bid	5	2506.503	CONST DRAINAGE STRUCTURE DES 84-4020	L F	$1,525.00	14.4	0	$0.00	14.4	$21,960.00
Base Bid	6	2563.601	TRAFFIC CONTROL	LS	$500.00	1	0	$0.00	1	$500.00
Base Bid	7	2573.501	STABILIZED CONSTRUCTION EXIT	LS	$250.00	0	0	$0.00	0	$0.00
Base Bid	8	2573.503	SILT FENCE; TYPE HI	L F	$3.25	56	0	$0.00	56	$182.00
Base Bid	9	2574.507	BOULEVARD TOPSOIL BORROW	C Y	$1.00	0	0	$0.00	0	$0.00
Base Bid	10	2575.601	TURF ESTABLISHMENT	LS	$500.00	1	0	$0.00	1	$500.00
Base Bid	11	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$1.85	94	0	$0.00	94	$173.90
Base Bid	12	2575.623	RAPID STABILIZATION METHOD 3	MGAL	$50.00	0	0	$0.00	0	$0.00
Base Bid Totals:								**$0.00**		**$48,795.90**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
Z78		$0.00	$48,795.90

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										**$0.00**		**$0.00**

Contract Total	**$48,795.90**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	Final Reconciling Change Order	$0.00	$0.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	1

Project Location	Various Locations		
Local Agency	City of Marshall Public Works	Local Project No.	Z78
Contractor	R and G Construction Co.	Contract No.	Project: Z78
Address/City/State/Zip	2694 County Road 6 / Marshall / MN / 56258		
Total Change Order Amount $	($562.20)		

Final Reconciling Change Order

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
2451.609	AGGREGATE FOUNDATION	TON	$0.01	-10	($0.10)
2573.501	STABILIZED CONSTRUCTION EXIT	LS	$250.00	-1	($250.00)
2573.503	SILT FENCE; TYPE HI	L F	$3.25	-69	($224.25)
2574.507	BOULEVARD TOPSOIL BORROW	C Y	$1.00	-10	($10.00)
2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	$1.85	39	$72.15
2575.623	RAPID STABILIZATION METHOD 3	MGAL	$50.00	-3	($150.00)
			Net Change this Change Order		**($562.20)**

Due to this change, the contract time: *(check one)*

(**X**) Is NOT changed	( ) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change:

Approved by Project Engineer: Jessie Date: 6/16/2021
Print Name: Jessie Phone:
Approved by Contractor: Date: 6/30/2021
Print Name: Scott Mathiowetz Phone: 507-537-1473

DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time:	30-Jun-2021 12:24:41 PM
Confirmation Number:	0-066-070-688
Name:	R & G CONSTRUCTION COMP
ID:	4658695
Affidavit Number:	**1835405312**
Project Owner:	CITY OF MARSHALL
Project Number:	Z78
Project Begin Date:	5/1/2021
Project End Date:	5/31/2021
Project Location:	MARSHALL MN
Project Amount:	$48,795.90
Subcontractors:	

Name	ID	Affidavit Number
DAVID A SWENSON CONSTRUCTION LLC	4545729	1792413696

Please print this page for your records using the print or save functionality built into your browser.

DEPARTMENT OF REVENUE

Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time:	29-Jun-2021 3:13:21 PM
Confirmation Number:	1-224-108-192
Name:	DAVID A SWENSON CONSTRUCTION LLC
ID:	4545729
Affidavit Number:	**1792413696**
Project Owner:	CITY OF MARSHALL
Project Number:	Z 78
Project Begin Date:	5/17/2021
Project End Date:	5/21/2021
Project Location:	MARSHALL, MN
Project Amount:	$808.39
Subcontractors:	No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	NEW BUSINESS
Type:	ACTION
Subject:	Project Z81: MERIT Center Outfall Project – Change Order No. 1 (Final) and Acknowledgement of Final Pay Request No. 3.
Background Information:	The items on the Change Order No. 1 (Final) for the above-referenced project are the result of final measurements and changes in item quantities during construction. All work has been completed in accordance with the specifications.
Fiscal Impact:	Change Order No. 1 (Final) results in a contract decrease in the amount of $9,637.00 and a total contract amount of $241,660.00. The original contract amount was $251,297.00. The project will be funded from the Surface Water Management Utility fund.
Alternative/ Variations:	No alternative actions recommended.
Recommendations:	that Council approve Change Order No. 1 (Final) with Towne & Country Excavating LLC of Garvin, Minnesota, resulting in a contract decrease in the amount of $9,637.00 and acknowledgement of Final Pay Request (No. 3) in the amount of $2,416.60 for the above-referenced project.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)		MN Project No.:	N/A	Change Order No.	1

Project Location			
Local Agency	City of Marshall Public Works	Local Project No.	
Contractor	Towne & Country Excavating LLC	Contract No.	Project: Z81
Address/City/State/Zip	1191 260th Ave / Garvin / MN / 56132		
Total Change Order Amount $	($9,637.00)		

Final Reconciling Change Order

Estimate Of Cost: *(Include any increases or decreases in contract items, any negotiated or force account items.)*

Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount $
2451.609	AGGREGATE FOUNDATION	TON	$25.00	-150	($3,750.00)
2503.503	24" CP PIPE SEWER (SMOOTH)	L F	$43.00	-3	($129.00)
2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	$505.00	-0.43	($217.15)
2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	$715.00	-0.89	($636.35)
2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	$1,015.00	-0.3	($304.50)
2573.502	STORM DRAIN INLET PROTECTION	EACH	$150.00	-6	($900.00)
2574.507	BOULEVARD TOPSOIL BORROW	C Y	$1.00	-100	($100.00)
2575.523	RAPID STABILIZATION METHOD 3	MGAL	$400.00	-9	($3,600.00)
				Net Change this Change Order	**($9,637.00)**

Due to this change, the contract time: *(check one)*

(**X**) Is NOT changed	( ) May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change: 0	Number of Calendar Days Affected by this Contract Change:

Approved by Project Engineer: Jessie Dehn Date: 6/16/2021
Print Name: Jessie Dehn Phone:
Approved by Contractor: Jeff Towne Date: 6/17/21
Print Name: Jeff Towne Phone: 507-828-9633

City of Marshall Public Works
344 W Main St, Marshall, MN 56258

Contract Number: Project: Z81
Pay Request Number: 3

Project Number	Project Description
Z81	MERIT CENTER OUTFALL PROJECT

Contractor:	Towne & Country Excavating LLC 1191 260th Ave Garvin, MN 56132	**Vendor Number:** **Up To Date:**	01-6389 06/16/2021

Contract Amount		**Funds Encumbered**	
Original Contract	$251,297.00	Original	$251,297.00
Contract Changes	$-9,637.00	Additional	N/A
Revised Contract	$241,660.00	Total	$251,297.00

Work Certified To Date	
Base Bid Items	$241,660.00
Contract Changes	$0.00
Material On Hand	$0.00
Total	$241,660.00

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$241,660.00	$0.00	$239,243.40	$2,416.60	$241,660.00
	Percent: Retained: 0%			Percent Complete: 96.17%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
Jessie Dehn
County/City/Project Engineer
06/16/2021
Date

Approved By Towne & Country Excavating LLC
Contractor
Date 6/27/21

VENDOR # 6389
INVOICE # #3 Final - Z81
$ AMOUNT 2,416.60
DATE 6-16-2021
ACCT # PROJ # 630-49600-55170 / Z81
DESCRIPTION #3 Final - Z81 - MERIT Outfall
SIGNATURE JP / see above

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2021-04-26	$197,728.50	$9,886.43	$187,842.07
2	2021-05-11	$43,931.50	($7,469.83)	$51,401.33
3	2021-06-16	$0.00	($2,416.60)	$2,416.60

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Stormwater Fund		$241,660.00	$0.00	$239,243.40	$2,416.60	$241,660.00

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
630	Local / Other[1]	$2,416.60	$0.00	$9,637.00	$241,660.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	$19,000.00	1	0	$0.00	1	$19,000.00
Base Bid	2	2101.501	CLEARING & GRUBBING	LS	$5,500.00	1	0	$0.00	1	$5,500.00
Base Bid	3	2104.502	SALVAGE CONCRETE APRON	EACH	$400.00	2	0	$0.00	2	$800.00
Base Bid	4	2104.505	REMOVE BITUMINOUS SURFACING	S Y	$4.00	110	0	$0.00	110	$440.00
Base Bid	5	2105.507	COMMON EXCAVATION (P)	C Y	$6.85	2880	0	$0.00	2880	$19,728.00
Base Bid	6	2105.602	ENTRANCE RECONSTRUCTION	EACH	$2,200.00	1	0	$0.00	1	$2,200.00
Base Bid	7	2451.609	AGGREGATE FOUNDATION	TON	$25.00	0	0	$0.00	0	$0.00
Base Bid	8	2501.502	18" CS PIPE APRON	EACH	$350.00	1	0	$0.00	1	$350.00
Base Bid	9	2501.502	24" RC SAFETY APRON	EACH	$1,300.00	1	0	$0.00	1	$1,300.00
Base Bid	10	2501.503	18" CS PIPE CULVERT	L F	$45.00	10	0	$0.00	10	$450.00
Base Bid	11	2501.503	36" RC PIPE CULVERT CLASS III	L F	$120.00	30	0	$0.00	30	$3,600.00
Base Bid	12	2503.602	36" PIPE PLUG	EACH	$380.00	2	0	$0.00	2	$760.00
Base Bid	13	2503.503	24" CP PIPE SEWER (SMOOTH)	L F	$43.00	1900	0	$0.00	1900	$81,700.00
Base Bid	14	2503.503	30" CP PIPE SEWER (SMOOTH)	L F	$53.00	1247	0	$0.00	1247	$66,091.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	15	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	$505.00	15.17	0	$0.00	15.17	$7,660.85
Base Bid	16	2506.503	CONST DRAINAGE STRUCTURE DES 60-4020	L F	$715.00	15.71	0	$0.00	15.71	$11,232.65
Base Bid	17	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	L F	$1,015.00	6.5	0	$0.00	6.5	$6,597.50
Base Bid	18	2511.507	RANDOM RIPRAP CLASS II	C Y	$100.00	2	0	$0.00	2	$200.00
Base Bid	19	2563.601	TRAFFIC CONTROL	LS	$4,000.00	1	0	$0.00	1	$4,000.00
Base Bid	20	2573.501	STABILIZED CONSTRUCTION EXIT	LS	$750.00	1	0	$0.00	1	$750.00
Base Bid	21	2573.502	STORM DRAIN INLET PROTECTION	EACH	$150.00	0	0	$0.00	0	$0.00
Base Bid	22	2574.507	BOULEVARD TOPSOIL BORROW	C Y	$1.00	0	0	$0.00	0	$0.00
Base Bid	23	2575.501	TURF ESTABLISHMENT	LS	$9,300.00	1	0	$0.00	1	$9,300.00
Base Bid	24	2575.523	RAPID STABILIZATION METHOD 3	MGAL	$400.00	0	0	$0.00	0	$0.00
Base Bid Totals:								**$0.00**		**$241,660.00**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
Z81	Base Bid	$0.00	$241,660.00

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										**$0.00**		**$0.00**

Contract Total	**$241,660.00**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	Final Reconciling Change Order	$0.00	$0.00

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

CITY OF MARSHALL
AGENDA ITEM REPORT

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

MARSHALL
CULTIVATING THE BEST IN US

MEMORANDUM

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

FROM: Sharon Hanson, City Administrator

DATE: July 13, 2021

SUBJECT: Administrative Brief

CITY ATTORNEY

- Criminal prosecution numbers for June are as follows:

June:

	ASSAULT	OFP VIOL.	DWI	OTHER ALCOHOL	TRAFFIC	THEFT	OTHER	TOTAL 2021	2020 Comparison
Prosecution	2		4		4	4	4	18	15
Dismissed									
Non-Prosecution		1				1	4	6	5
Refer to County									1

ADMINISTRATION

This past month included the following meetings and work:

- Met with engineering staff to discuss construction projects existing and future.
- Met with staff to discuss EDA upcoming potential projects.
- Met with affected staff to discuss future storage/space needs as a result of Ralco storage building lease soon ending. A future work session will be conducted to discuss storage/property options at the July 13th Council meeting.
- Met with staff regarding City Hall Open House planning items and have done some follow-up work including consideration for the agenda and talking points.
- Gave several impromptu tours of City Hall and expect that may continue as the building attracts a lot of interest.
- Met with West Elementary Developer Dennis Larson on his plans for the property.
- The Independence Park Trail project did not get funding from the MN DNR. This means that staff will need to evaluate the funding of the project through other sources. The DNR grant was to provide $250,000 in revenue. The loss of the grant may also mean that the weir/stormwater

enhancement project that was discussed at the June 22nd Council mtg may need to be changed or forgone in order to alleviate the pressures on finding revenue.

- The Mayor, Councilmember Labat and I attended the Joint Lyon County and city Library Joint Budget meeting. The Library budget presented for 2022 proposes an approximate $75,000 increase due largely to staff wages and insurance and would equate to a 1% impact overall to the city's levy. We will learn more about insurance as we near August and by mid-July will have more details on the city's initial budget.
- Community Services Director and I had a brief call with Baker Tilly regarding Community survey on park and recreation and soon there will be survey questions drafted for review. I have since made a presentation to the YMCA Board and have scheduled to present to the Young Professionals, Chamber Board and Senior Citizen Center.
- The reminder of the past month was various staff meetings, 150th planning discussions and newspaper article writing and monthly radio interview.

Economic Development Authority

- Staff is working with BSE on land purchase, soil correction and County Abatement.
- Staff is working on TIF for a new housing development.
- Staff is in discussion with new mall owner and current tenants.
- Staff is in discussion with new Shopko owner.
- Staff is in discussion with new Super 8 owner.
- Staff is in discussion with five new developers/businesses.
- Staff is working with three local businesses on an expansion project.
- Staff is working with Studio 1 and CVB on video marketing series.
- Staff has begun working on a Hotel Needs Assessment.
- Staff has received a draft of the new Housing Study completed by Maxfield.
- Staff working with Habitat for Humanity on home relocation.
- Bird Scooters are live

Human Resources

- No Report

Clerk

- 150th Celebration Special Events/ Arts & Entertainment subcommittee met to review a list of possible events for next years 150th Celebration. The subcommittee will report back to the full committee with a tentative list of events and timeline for each day during the 150th celebration.
- Presented at the 2021 League of Minnesota Cities Annual Conference on the City of Marshall's Diversity, Equity, and Inclusion Commission.

Finance

- 2022 Budget: Staff are working on getting numbers back to Finance, which is due Monday July 12th. Finance staff will then begin to input all information into the system. Budget timeline is included in the council packet.
- TIF District 6-1 Creation: The planning commission will review the proposed TIF District 6-1. Next step will be the public hearing and for council to consider creation of the district at the July 27th council meeting.

- Policy Work: Purchasing policy changes will be reviewed at a Ways and Means committee meeting the week of July 19th. Council consideration is tentatively set for July 27th.
- Ordinance Work: Staff are reviewing ordinance section 2-74 – Supervision of purchases and contracts. Tentative schedule is introduction at the July 27th council meeting and consideration at the August 10 council meeting.

Assessing

- No Report

Liquor Store

- June Financials: Sales $603,413 (5%), Ticket Average $33.89 (Flat), Customer Count 17,806 (5.6%). We saw a slight decrease in sales compared to 2020. Comparing June 2019 to this year, sales are up significantly.
- Staff is currently resetting store end caps, tightening displays and making more room in the aisles for a better shopping experience for our customers.
- Eshop (on-line shopping) with curbside pickup is close to going live. It should be ready by the end of the month.

COMMUNITY SERVICES

- Alex Peterson attended a public safety drone training event in Sauk Rapids on July 7th.
- All local parks have been adopted in the inaugural 'Adopt-a-Park' program.
- Stockwell Engineers met with area residents and City staff on July 7th/8th to begin collecting input towards the design of a new Aquatic Center. About 60 individuals attended the Public Input meeting and over 1,400 have viewed the meeting online as the event was livestreamed on the City's Facebook by our Studio 1 TV staff.
- The City was recently awarded a $2,500 United Way grant to assist with the expenses of an inclusive playground addition at Legion Field Park.
- The addition of a restroom/shelter at Patriot Park project should be completed by the end of this week.
- 200+ season passes have been sold to date for the Aquatic Center.

COMMUNITY PLANNING

Building Services / Planning & Zoning

- Almost 350 open job files.
- Drawings are being reviewed for the third Unique apartment building and for Border State Electric building.
- City buildings ADA-compliance review is complete.
- New permit software development is going well.
- Sign Ordinance is under review.

PUBLIC WORKS DIVISION

Engineering

- Project Z50-2021: 2021 Chip Seals – Asphalt Preservation Company has completed work on this project. Contract closeout is planned for 7/13 Council Agenda.
- Project Z51-2021: 2021 City Overlay – Duininck has completed work on this project. Currently, waiting for seed establishment for completion.
- Project Z77: Legion Field Stormwater Improvements—Phase I – Towne & Country is placing additional material in the Buffalo Ridge Pond to assist with better drainage. Final topsoil and seeding is expected to take place late July.
- Project Z78: Stormwater Outfall Improvements – R&G has completed the work on this project. Contract closeout is planned for 7/13 Council Agenda.
- Project Z80: Independence Park/Nwakama Street Sanitary and Storm Improvements – D&G is expected to perform this work after completion of the work on N. 1st Street (Z82).
- Project Z81: MERIT Center Outfall Project – Towne & Country has completed the work on this project. Contract closeout is planned for 7/13 Council Agenda.
- Project Z82: N. 1st/Redwood/Marshall – D&G has completed underground utility construction on the project. Tiling and gravel base will continue over the next couple weeks. They are scheduled to complete the work for this project in September.
- Project Z83: James/Camden – Kuechle has completed the underground utility and gravel base construction on the project. The contractor has also replaced the curb, gutter, and pavement on Country Club Drive and re-established the seeding in the golf course. Curb and gutter on James and Camden is expected for mid-July.
- Project Z84: Legion Field Park Stabilization Project – Staff is finishing plans and specs for advertising the repairs and corrections to the slope failure adjacent to the park shelter in the west portion of the park.
- Project Z87: Diversion Channel Slope Repairs and Sheet Pile Removal – Staff is completing plan design and review for potential advertisement in July.
- Project Z88: 2021 State Aid Overlay – Duininck has completed pedestrian ramp and curb replacements on E. Lyon and Jewett Streets and Country Club Drive. The contractor is expected to perform the mill and overlay on those streets during the upcoming week. Pedestrian ramp and curb replacements are planned to continue on Bruce Street.

Building Maintenance

- Helping with moving and organizing city hall.
- Cleaning and doing maintenance on city owned buildings and facilities.

Street Department

- Repairing catch basins
- Street patching
- Curb replacement on overlay streets
- Street and parking lot painting as paint becomes available. Paint has been hard to get due to covid.
- Getting quotes for on street bike lane and street painting
- Tree removal and trimming.

- Street sweeping.

Airport/Public Ways Maintenance

- Working with NEO electric to have MALSR certified to FAA standards since it has not been certified for two years because our past technician retired. It is certified to date.
- Doing NAV-Aid maintenance as needed.
- Ground maintenance on airport property and city owned parcels.
- Will be working with MN Department of Aeronautics to refurbish the VOR so they can install new avionic equipment and get it back up and running. The old equipment was outdated, and the system has not been operational for about 18 months.
- General building maintenance.
- Maintenance on Army Corps Levee System such as cleaning head walls, weed control and riprap some washed out areas.

Wastewater

- Cleaning sewers.
- Plant repairs.
- Lift Station Repairs
- Magney Construction is working final punch list items on projects that have been completed so far. Aeration Basin replacement has started. Started using long term storage tanks. Replacement of the Trickling Filter pump station has begun.
- First Blue Storage Tank resealing has been completed. Second tank is being worked on now.
- Doing a lot of preventative maintenance on equipment.
- Revising and correcting sanitary sewer mapping system.
- Working on regulatory issues for Phosphorus, Salty Discharge, Pretreatment, Redwood River Watershed Review, MN. River Nutrient TMDL, PFAS, Lake Pepin TMDL.

PUBLIC SAFETY DIVISION

FIRE DEPARTMENT

- The Fire Department responded to twenty-four (24) calls for service. Total calls for service included:
    - Fire/CO2 Alarm (10)
    - Fire; Structure (10)
    - Medical Assist (0)
    - Vehicle Accident (4)
    - Other (0)

POLICE DEPARTMENT

- The Marshall Police Department responded to a total of 720 calls for the month of June. Eighty-six (86) criminal offenses were reported with a total number of twenty-seven (27) adults arrested.

OFFICER'S REPORT

- Alarms (11)
- Accidents (24)
- Alcohol involved incidents (4)
- Assaults (8)
- Domestic Assaults (14)
- Burglaries (2)
- Criminal Sexual Conduct (2)
    - Damage to Property (10)
    - Keys Locked in Vehicles (20)
    - Loud Party (0)/ Public Disturbances (18)
    - Thefts (14)
    - Traffic Related Complaints (149)
    - Vandalism (2)
    - Warrant Pickups (16)
    - Welfare Checks (32)

The Marshall Police Department and the Lyon County Sheriff's Office has had discussions with Western Mental Health regarding the implementation of a Co-Responder Program. This program pairs law enforcement and behavioral health specialists to respond to behavioral health-related calls for service. This concept is new to our state and area but can provide an on-scene crisis response, crisis de-escalation as well as provides services of referral and links community-based services to those in need. I will keep City Council informed as program goals are determined and progress is made with this Co-Responder Program implementation.

DETECTIVE REPORT

- A 30-year-old Redwood Falls woman was arrested for theft, possession of stolen property, and possession of a hypodermic needle after the completion of an investigation of a stolen golf cart from a Marshall business. The Minnesota State Patrol assisted. The golf cart was recovered.
- A damage to property case where a gas line above a downtown Marshall business was damaged was investigated. The case has been submitted to the Lyon County Attorney's Office for charges against a 19-year-old Marshall man and three Marshall juveniles.
- The theft of a bike rack and two bicycles from the Adult Community Center is under investigation.
- Tobacco compliance checks were conducted at Marshall businesses that hold tobacco licenses. One business failed the check. The owner of the business was issued an administrative citation and a report was sent to the Marshall City Attorney's Office for consideration of charges against the employee that sold the tobacco product.
- Three separate cases of check forgery are under investigation.
- Fourteen child protection reports and six reports from the Minnesota Adult Abuse Reporting Center were investigated jointly with Southwest Health and Human Services.
- Detective Jason Kopitski attended Background Investigation training on June 2nd and 3rd.
- Detective Kopitski did a presentation on financial scams at the Adult Community Center on June 22nd.

- Detective Kaylynn Sandgren attended the BCA's Basic Financial Crimes Course on June 15th and 16th.
- A 30-year-old male was a victim of a stabbing that occurred in the 1100 block of Birch Street. The investigation remains open. The police department does not believe this is a random act of violence and the suspects and victim are known to each other.

MERIT CENTER

- The MERIT Center continues to host the Marshall City Council meetings as well as employee safety training and planning and airport commission meetings. These meetings will change over to the new Council Chambers at City Hall starting in July.
- The Department of Public safety continues to utilize the driving track and skills pad for CDL exam testing. There were 10 exams completed on the track in May.
- In June, MN West conducted EVOC, CDL Training, and a MOPED Safety course.
- LG Seeds conducted their regional team meeting at the MERIT Center on June 11th.
- Avera Marshall held their leadership meeting at the MERIT Center on June 15th for 54 employees.
- The MERIT Center was utilized 22 out of 30 days in June with 148 participants attending these events/trainings.

MARSHALL

BUILDING PERMIT LIST
July 13, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
Straight-up Builders LLC	509 IMPALA CT	BUILDING ADDITION	**55,000.00**
INDEPENDENT LUMBER OF MARSHALL, INC	619 KATHRYN AVE	BUILDING ADDITION	**50,000.00**
ACE HOME & HARDWARE	1125 SUNSET CIR	EXTERIOR REMODEL	**110,800.00**
ANDERSON, JASON R & MOLLI R	402 ELIZABETH ST	HVAC	**5,800.00**
Regnier Electric	812 SOUTHVIEW CT E	HVAC	**5,400.00**
Regnier Electric	604 LAWERENCE ST	HVAC	**5,400.00**
LUNDBERG, PAMELA	605 CAMDEN DR	OVERHEAD GARAGE DOOR	**900.00**
INDEPENDENT LUMBER OF MARSHALL, INC	300 JAMES AVE W	Windows	**4,200.00**
Barry Weidauer Construction	500 COUNTRY CLUB DR	DECK	**5,000.00**
JEFF GLADIS CONSTRUCTION	904 4TH ST N	RE-SIDING	**2,500.00**
GESKE HOME IMPROVEMENT CO.	438 LEGION FIELD RD	Windows	**6,000.00**
Myers, Kenneth & Christine	704 2ND ST S	Windows	**1,500.00**

MARSHALL

PLUMBING PERMIT LIST
July 13, 2021

APPLICANT	LOCATION ADDRESS	DESCRIPTION OF WORK	VALUATION
MINNWEST PLUMBING & HEATING, INC.	200 SARATOGA ST E	WATER HEATER	**1,000.00**

City of Marshall
2022 Budget Timeline

June

16 (Wednesday) (Staff Meeting) – Initial Discussion of 2022 Budget Timeline – Division/Department Heads

21 (Monday) – Operating & Capital Budget information sent to Division Directors

July

12 (Monday) - Budget information due back to Finance

- Request for additional Staff Due to Director of Admin Services

19 (Monday) – Budget reviewed by Administration & Finance

August

August 3rd 5:30pm - Council Work Session

- *Capital Requests (all funds)*

August 10th 4:00pm - Council Work Session

- *Community Organization Requests*

August 17 5:30pm - Council Work Session

- *Presentation on Preliminary Tax Base Changes*
- *Operating Budgets (all funds)*

TBD – Property/Liability Insurance Renewal (will have a work session)

Week of August 23rd - Ways & Means Committee Meeting – Fee Schedule

September

14 (Tuesday) – Council adopts preliminary 2022 budget, levy and sets public meeting for TBD

- Council adopts 2022 fee schedule – including Waste Water & Surface Water Rates (To MMU by Oct 1st for mailing)

30th – Deadline to adopt a proposed tax levy & budget (must also announce which subsequent "regularly scheduled" meetings the budget and tax ley will be discussed – must be 6:00pm or later)

October

October 12 - Council Work Session – Health Insurance

26 (Tuesday) ***Regular Council Meeting – Adoption of Insurance Rates***

November

25th ***- First day cities over 500 population may hold the meeting to allow public input on the final budget and tax levy. The adoption meeting must be held at/ or after 6 p.m. The public must be allowed to speak at the meeting before adoption of the final budget.***

December

14 ***-*** *Council Meeting – Public Input on Final Budget Adoption (TNT)(after6:00pm)*

14 (Tuesday) - Council adopts final budgets and levy

25 – The final levy must be certified to the county auditor after the public input meeting and must be by December 25. Local tax levies must be certified by the city to the county auditor "on or before five working days after December 20 in each year."

Visit Marshall Board Meeting

DATE: Wednesday June 16th, 2021, | LOCATION: Red Baron – Vast Room | TIME: 9:00 a.m.

Members Present: Keith Petermeier, Luke Tietz, Kelly Loft, Russ Labat, Carol Purrington, Ty Brouwer, Steve Klinkhammer, Caitlyn Sanow, Joe Rein, Sarah Marczak

Members Absent: Steve Klinkhammer

Staff Present: Cassi Wiess, Adri DeBoer

Call to order June 16th at 9:02am

Approvals

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

Keith motioned to approve, Caitlyn 2nd

Financials

- Review and acceptance of May Financials
    - Lodging tax has gone up to 10k - lodging tax yearly is down 25k + marketing funds are down 14k
    - RBA Contract is 5k
    - PPP Loan received 15k
    - Half of intern stipend in conjunction with the chamber
    - MACVB Convention (in person)
    - Postage for visitor guides
    - Ads in Minnesota Monthly, Pipestone Publishing, and SD Magazine

Ty motioned to approve, Keith 2nd

Action Items

- Red Baron Office Space
    - Move in by September 1st is a goal – as August is a slower month
    - Rental up' d to $400 (includes utilities, Wi-Fi, etc.)
    - Chamber – we budgeted $750 but estimate only about $450 (chamber master, adobe, etc.) Chamber Membership would $185

Ty motioned to proceed with the process of Visit Marshall moving to RBA, Keith 2nd

- Community Support
    - Crazy Days - Cassi's thought was pilar 1 or 2 and in-kind marketing.

Caitlyn stated she recommended pilar 1.
Luke stated that he would like to see more in-kind marketing.
Luke motioned for pilar 1 and up-to $100 in in-kin marketing, Ty 2nd.

- NWTF Bingo - Cassi pilar 2 or 3 plus in-kind marketing.

Ty stated that funds would be used for tables and chairs. Looking for additional help with marketing to 80+ mile radius.
Luke stated pilar 3 with the amount of people coming in and staying in hotels. (Carol, Sarah, and Keith agreed).
[illegible]notioned and Keith 2nd $700 cash with $300 additional.

- Sounds of Summer - Cassi's thought was pilar 4 or more in in-kind marketing.

Russ stated that Relay for Life is kicking off on Thursday, with majority of events on Saturday.
Carol, Keith, Ty all stated that this is a big event – highlight of the summer – end of summer.
Keith would like to see more of a social media marketing.
Keith motioned to-do Pilar 4 $1000 cash, $500 in-kind marketing, Sarah 2nd.

- Lyon Co Historical Society – in the past have done $500. Would like to work with them to create more of a visitor center.

Caitlyn motioned for $500 cash + up-to $500 in-kind marketing, Keith 2nd.

- MAHA - they are not in need of funds but looking for more marketing assistance.

There have been issues at hotels that with unsupervised children, rowdy.
Ty motioned to approve up to $1000 of in-kind marketing, Keith 2nd.

Director Update

- Red Baron
  - City Council approved the original $7000 a month.
- Visitor Guide
  - Sold enough ads to cover the cost, deadline is next week.
- Spring 2022 Events
  - Youth Sports & Activity Expo – April of 2022
  - Concert
  - Marshall Independent ½ Marathon

Board Update

Russ stated city hall is still waiting for fire proofing.
Caitlyn stated Tavern 507 is looking forward to opening in the Fall.
Keith – Marshall Radio summer events are looking for locations for entry boxes to be placed.

Next Meeting Date

- Wednesday July 21st 2021 at 9:00am

Adjourn at 10:25pm

CITY OF MARSHALL
AGENDA ITEM REPORT

Meeting Date:	Tuesday, July 13, 2021
Category:	CLOSED SESSION
Type:	INFO
Subject:	City Storage Needs
Background Information:	Pursuant to Minn. stat. § 13d.05; 13d.05, subd. 3 c, the information below will be discussed in detail at a closed work session. In 2019, the City of Marshall amended a lease agreement with RALCO Nutrition for the use of storage space at 110 8th Street. The terms of the lease agreement will expire at the end of 2022. The current space at this location is utilized by the Police Department, Street Department, Parks Department and Wastewater Treatment. As the end of the storage lease agreement nears, city staff has begun to discuss storage space needs that can serve all city departments. Size of building, square footage, outdoor storage area and how building can be shared by all departments have been part of our discussion. At this time, city staff is looking for guidance and participation from the City Council on how best to proceed. Options include looking at existing structures within the City of Marshall to accommodate all department's needs, building new storage facility, or locate separate storage buildings for each different department. Currently, several storage properties are for sale within the City of Marshall. We have listed several locations for discussion and consideration by the council. The locations for sale currently are: 1. 610 Erie Road (Edina Realty) 2. 800 N. Hwy 59 (Keller Williams) 3. 900 N. Hwy 59 (Keller Williams)
Fiscal Impact:	Unknown
Recommendations:	Give city staff guidance on how the City Council would like to proceed with storage facility discussions and options.

Upcoming Meetings

July

- 07/13 Work Session, Agenda Software Training, 4:00 PM, City Hall
- 07/13 Regular Meeting, 5:30 PM, City Hall
- 07/27 HRA, Public Hearing, 5:00 PM, City Hall
- 07/27 Regular Meeting, 5:30 PM, City Hall

August

- 08/03 Budget Work Session, 5:30 PM, City Hall
- 08/10 Budget Work Session, 4:00 PM, City Hall
- 08/10 Regular Meeting, 5:30 PM, City Hall
- 08/17 Budget Work Session, 5:30 PM, City
- 08/24 Regular Meeting, 5:30 PM, City Hall

September

- 09/14 Regular Meeting, 5:30 PM, City Hall
- 09/28 Regular Meeting, 5:30 PM, City Hall

2021 Regular Council Meeting Dates

2nd and 4th Tuesday of each month

5:30 P.M.

City Hall, 344 West Main Street

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2021 Uniform Election Dates

- February 09, 2021
- April 134, 2021
- May 11, 2021
- August 10, 2021
- November 2, 2021

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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