



CITY OF MARSHALL
City Council Meeting
Agenda

Tuesday, June 27, 2023 at 5:30 PM
City Hall, 344 West Main Street

OPENING ITEMS

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider Approval of the Minutes from the Regular Meeting Held on June 13, 2023

PUBLIC HEARING

2. Cannabis/Lower Potency Hemp Product Interim Ordinance

CONSENT AGENDA

3. Repeal Emergency Ordinance No. 7-12-2022 on the Sale of Hemp Derived THC Food and Beverages
4. Introduction of an Ordinance for the Request of Vesta, LLC to Rezone 1030 East Southview Drive
5. Introduction of an Ordinance for the Request of the City of Marshall to Rezone Various London Road Properties from a B-1 Limited District and R-1 One-Family Residence District to R-4 Higher Density-Multi Family Residence District
6. Consider Request of Southwest Minnesota State University for Homecoming Parade (Saturday-October 14, 2023)
7. Consider Approval for a Temporary On-Sale Liquor License for Visit Marshall -Prairie Jam
8. Consider Approval of the Bills/Project Payments

APPROVAL OF ITEMS PULLED FROM CONSENT

NEW BUSINESS

9. Request for an Interim Use Permit for Storage Container in a B-3 General Business District at 1300 Susan Drive
10. Pre-Development Agreement for Affordable Family Apartment Complex and Senior Independent Living Complex
11. Presentation of the 2022 City of Marshall Audit
12. Project ST-002-2023: Bituminous Overlay on Various City Streets - Additional Paving at the Wastewater Facility
13. Authorize Staff to Draft Final Lease Agreement with Adult Basic Education (ABE) Program Effective August 1, 2023, through July 31, 2024.
14. Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

COUNCIL REPORTS

15. Commission/Board Liaison Reports
16. Councilmember Individual Items

STAFF REPORTS

17. City Administrator
18. Director of Public Works/City Engineer
19. City Attorney

INFORMATION ONLY

20. Public Housing Commission April Minutes
21. Investments
22. Building Permits

MEETINGS

23. Upcoming Meetings

ADJOURN

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

CITY OF MARSHALL AGENDA ITEM REPORT

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| Presenter: | Mayor Byrnes |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | APPROVAL OF MINUTES |
| Type: | ACTION |
| Subject: | Consider Approval of the Minutes from the Regular Meeting Held on June 13, 2023 |
| Background Information: | Enclosed are the minutes from the previous meeting. |
| Fiscal Impact: | |
| Alternative/ Variations: | Staff encourages City Council Members to provide any suggested corrections to the minutes in writing to City Clerk, Steven Anderson, prior to the meeting. |
| Recommendations: | That the minutes from the meetings held on June 13 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 13, 2023**

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

The Pledge of Allegiance was recited at this time.

There was a consensus to operate under the current agenda.

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

There were no requests to amend the minutes.

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

Conduct Public Hearing of Ordinance Amending Section 86-104 B-3 General Business District.

Plans Examiner Ilya Gutman gave background information on the proposed ordinance amendment. Revisions were minor and only related to self-storage warehouses or mini storages, defined as units or compartments under 500 SF rented to individuals for storage of personal property monthly. Currently this use is conditional in a B-3 General Business District. The provision was outdated and assumed buildings with rows of individual garage-like units with outside access and drives between buildings. However, new types of such units were introduced relatively recently that included air-conditioned indoor units with access from the inside of a building. Instead of a row of connected garages, newer indoor storage units look like a regular building with a main entrance and typical parking area. To address this new type of facility, and encourage future city development, staff suggested making buildings with indoor units a permitted use, while leaving mini storages with outside access a conditional use. Councilmember Schroeder noted that the Planning Commission met on this issue and had no concerns with the change.

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

Motion made by Councilmember Meister, Seconded by Councilmember Moua-Leske to approve Ordinance 23-011 Amending Section 86-104 B-3 General Business District. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Sounds of Summer 2023 - 1. Public Hearing on Private Use of Public Streets and Parking Lots (August 18-20, 2023); 2. Approval of Private Use of Public Streets and Parking Lots (August 18-20, 2023); 3. Approval of Parade (August 19, 2023)

This was the annual request from the Sounds of Summer Committee to close off portions of West College Drive and West Saratoga Street. The change in location for Sounds of Summer required a different detour to accommodate traffic, but the usual parade route would still be utilized. Past practice the City's Public Safety and Public Works Divisions have worked with applicants on the issues and public safety concerns that would need to be addressed as part of the request.

Councilmember Schafer questioned the viability of semi traffic being able to make the turn at Third and E. College Drive. It was also requested that limited parking be put in place on Third to allow larger vehicles to pass.

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

Motion made by Councilmember Schafer, Seconded by Councilmember Meister to approve the private use of public streets and parking lots for Sounds of Summer from August 18-20, 2023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Motion made by Councilmember Meister, Seconded by Councilmember Schafer to approve the Sounds of Summer Parage to be held on August 19, 2023, subject to MNDOT approval. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Approval of the Consent Agenda

There were no requests to remove any items for further consideration.

Motion made by Councilmember Schroeder, Seconded by Councilmember Loua-Leske. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

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

Request for Map Amendment (Rezone) MN State Armory Building Commission at 1103 Michigan Road

Gutman presented the request from the Minnesota State Armory Building Commission to rezone their property at 1103 Michigan Road. Currently the property is zoned A Agricultural and the request is to rezone to I-2 General Industrial for potential development. With the request city staff suggested that all adjacent lots in the Commerce Industrial Park area be rezoned as well for further development. The comprehensive plan shows the Commerce Industrial Park as industrial land use, and the adjacent lots to the south are already zoned I-2 General Industrial. A public hearing was held by the Planning Commission and no concerns were brought up.

Motion made by Councilmember Meister, Seconded by Councilmember Schroeder to adopt Ordinance 23-012 rezoning property along Michigan Road. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Request for Map Amendment (Rezone) by First Premier Bank at 1420 East College Drive

Gutman introduced the request by First Premier Bank, of Sioux Falls, SD to rezone property at 1420 East College Drive from B-4 Shopping Center Business District to B-3 General Business District for future development. The proposed development includes a use permitted in B-3 district but not in B-4 district. The Market Street Mall has not functioned as a mall for quite some time and city staff believe that the B-4 zoning district has become obsolete and suggested rezoning the other properties around the mall to B-3 at the same time. All properties around the mall are currently zoned B-3 general business. This area was granted a PUD in 2015, but it was never acted upon, with the rezoning the existing PUD will be nullified. The new Comprehensive Plan showed this entire area as Neighborhood Mix use and the B-3 General zone fits with the plan. The Planning Commission held a public hearing on the rezone and no concerns were voiced.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt Ordinance 23-013 rezoning property at and around the Market Street Mall. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Consider Amendment to Article 30-II Surface Water Management of the City Code of Ordinances – Adoption of Ordinance

Jason Anderson stated that the amendments are required under the cities MS4 Storm Water Permit through the MPCA. The MPCA required that an ordinance be in place for the storage of bulk deicing chemicals. Very few facilities in the city would fall under the ordinance but the City of Marshall and Lyon County would be the main entities affected.

Motion made by Councilmember Meister, Seconded by Councilmember Lozinski to adopt Ordinance 23-014 Bulk Storage of Deicing Chemicals. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Consider Resolution Authorizing Execution of Mn/DOT Cooperative Construction Agreement No. 1051273 / SP 4210-56 TH 68 (Ultra-thin Overlay from US 59 to Minneota)

Anderson brought forward the agreement from MN DOT that provides payment by the city to the State of the City's share of the costs of the utility adjustment construction and other associated construction along and adjacent to TH 68 from N. Grant Street to TH 59 within the corporate City limits. City participation is estimated to be \$3,000.00.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to approve Resolution 23-050 authorizing MN DOT agreement number 1051273. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski. Voting Nay: Councilmember Meister.

Seek Direction on future work and funding of Murals Located on 3rd and 4th

Sharon Hanson gave background information on the agenda item. Agreements between the artist, MAFAC, the city and building owners expired in 2021 for the murals on 3rd Street and 4th Street. Both murals need repair and in addition, the 3rd Street mural will have a potential redesign needed due to the building owner remodeling the building sometime in 2024. Interest was sought from the 3rd Street mural building owner to keep the mural mostly intact, and the owner indicated he would be interested in continuing some type of agreement. Contact with the 4th Street mural building owner was attempted, and he has also expressed interest in continuing some agreement. The mural repairs are estimated to be up to \$5,000 for the 4th Street mural repair and upkeep every 5 years. There was not a clear estimate on the work needed for the 3rd Street mural as consultation with an artist and determination on how best to keep the mural intact following the building owner's construction project. City Attorney Whitmore gave council information on why negotiation for the repairs need to be handled through a third-party commission or group in collaboration with the city. General consensus was given by the council to proceed with future work and funding for the murals.

Resolution Approving Special Law-Sales Tax Authorization

Mayor Brynes explained that the city had requested legislature for permission to allow Marshall citizens vote on a sales tax extension. Hanson continued that the bill requires the city to vote on the sales tax question on November 7th of 2023. Approval of the special law is also required under the bill with submission to the Secretary of State by the City Clerk.

Motion made by Councilmember Schafer, Seconded by Councilmember Lozinski to adopt Resolution 23-049 that the City Council of the City of Marshall resolve Minnesota laws 2023 regular session chapter 64 article 10 section 14 is approved. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Cannabis/Lower Potency Hemp Product Interim Ordinance

Attorney Whitmore explained the Minnesota Legislature had recently passed HF100/SF73 (the "Cannabis Act") which legalized the sale, transport, cultivation, and manufacturing of Cannabis and Hemp products in Minnesota. The Cannabis Act established a regulatory framework for Cannabis Businesses, as well as the Hemp Businesses, and creates a state agency called the Office of Cannabis Management ("OCM") to oversee this framework. The OCM will be created effective July 1, 2023, and will perform expedited rulemaking. It is anticipated that the rollout of this rulemaking will be complicated and challenging. The OCM has further been tasked with creating a model ordinance for cities to use when establishing allowable regulation on Cannabis and hemp products.

Under Minnesota Statute 462.355 subd. 4(a), as well as the City's general police powers in its Charter and state law, the Council has the authority to prohibit the retail sales of Cannabis products and lower potency hemp products, as well as the establishment of any Cannabis and hemp businesses within the City for up to one year from the adoption of the moratorium to allow Council time to conduct studies related to these businesses and sales. The moratorium can be lifted by the Council at any time. The City has no authority to prohibit the personal use or personal growing/cultivating allowed under the Act.

Staff recommended that the Council adopt the temporary interim ordinance prohibiting any business, person, or entity from offering for retail sale, wholesale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivering or commercial distribution of Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products, including the establishment or operation as a Cannabis Business or Lower Potency Hemp Business within the jurisdictional boundaries of the City of the City of Marshall. The City shall not process, or act on any application, site plan, building permit, or other zoning approval for a business, person, or entity proposing to engage in the sale of any Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products. This moratorium does not relate to the retail sale of Hemp Derived Topical Products, or Hemp Derived Fiber Products. The moratorium also does not relate to the sale of edible cannabinoid products as that term is defined in current statute, 151.72, subd. 1, in exclusive liquor stores.

Councilmember Lozinski asked for clarification on the interim ordinance only allowing THC beverages at the Municipal Liquor Store and not edibles. Further clarification was asked about the potential loss of sales tax revenue while the interim ordinance is in place.

Motion made by Councilmember Schroeder, Seconded by Councilmember Lozinski to call for a public hearing on a interim ordinance for Cannabis/Lower Potency Hemp Products to be held on June 27, 2023. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Consider Appointments to Various Boards, Commission, Bureaus, and Authorities

Interviews were conducted prior to the regular meeting for opening on two commissions. Mayor Brynes made the following recommendations for appointments:

Sara Stone to the Planning Commission with a term date expiring on May 31, 2026.

Bruce Lamprecht to the Airport Commission with a term date expiring on May 31, 2026.

Motion made by Councilmember Schafer, Seconded by Councilmember Moua-Leske to affirm the mayor's recommendations for appointments to commissions. Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder, Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski.

Commission/Board Liaison Reports

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| Brynes | No report. |
| Schafer | Airport Commission: Discussed the state of the SRE building and options. The commission has also decided to continue to meet monthly. The JAZB met to discuss zoning. The Marshall airport was selected as a site for new cameras to be installed at no cost to the city to better help pilots get more accurate weather information. |
| Meister | No report. |
| Schroeder | No report. |
| Alcorn | No report. |
| Moua-Leske | DEI: Juneteenth celebration has been moved to Independence Park on June 19 from 3pm-7pm. Library: Work on the budget is pending on city and county funding and some renovations are still in progress. |
| Lozinski | No report. |

Councilmember Individual Items

Councilmember Lozinski encouraged the public to attend the City Band concert and cheer for Mayor Byrnes playing the cow bell.

City Administrator

City Hall will be closed on June 19th in observance of the Juneteenth Holiday.

Director of Public Works/City Engineer

Progress continued to be made on the Third and Lyon Street project. Street pavement near the post office was poured and colored concrete was poured at the intersection. The 2025 C Street and Southview Bike Trail project and the 2026 Lyon Street Bike Trail project are to receive additional funding which the Lyon Street project getting fully funded by the grant increase.

City Attorney

No report.

Administrative Brief

There were no questions on the Administrative Brief.

Information Only

There were no questions on the Information Only items.

Upcoming Meetings

There were no questions on the Upcoming Meetings.

Adjourn

At 6:31 PM Motion made by Councilmember Schafer, Seconded by Councilmember Meister to adjourn the meeting.

Voting Yea: Mayor Byrnes, Councilmember Schafer, Councilmember Meister, Councilmember Schroeder,
Councilmember Alcorn, Councilmember Moua-Leske, Councilmember Lozinski

Attest:

City Clerk

Mayor

CITY OF MARSHALL AGENDA ITEM REPORT

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| Presenter: | Pamela Whitmore |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | PUBLIC HEARING |
| Type: | ACTION |
| Subject: | Cannabis/Lower Potency Hemp Product Interim Ordinance |
| Background Information: | <p>The Minnesota Legislature has recently passed HF100/SF73 (the “Cannabis Act”) which legalizes the sale, transport, cultivation, and manufacturing of Cannabis and Hemp products in Minnesota. The Cannabis Act establishes a regulatory framework for Cannabis Businesses, as well as the Hemp Businesses, and creates a state agency called the Office of Cannabis Management (“OCM”) to oversee this framework. The OCM will be created effective July 1, 2023, and will perform expedited rulemaking. It is anticipated that the rollout of this rulemaking will be complicated and challenging. The OCM has further been tasked with creating a model ordinance for cities to use when establishing allowable regulation on Cannabis and hemp products.</p> <p>Under Minnesota Statute 462.355 subd. 4(a), as well as the City’s general police powers in its Charter and state law, the Council has the authority to prohibit the retail sales of Cannabis products and lower potency hemp products, as well as the establishment of any Cannabis and hemp businesses within the City for up to one year from the adoption of the moratorium to allow Council time to conduct studies related to these businesses and sales. The moratorium can be lifted by the Council at any time. The City has no authority to prohibit the personal use or personal growing/cultivating allowed under the Act.</p> <p>Staff is recommending that the Council adopt the temporary interim ordinance prohibiting any business, person, or entity from offering for retail sale, wholesale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivering or commercial distribution of Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products, including the establishment or operation as a Cannabis Business or Lower Potency Hemp Business within the jurisdictional boundaries of the City of the City of Marshall. The City shall not process, or act on any application, site plan, building permit, or other zoning approval for a business, person, or entity proposing to engage in the sale of any Cannabinoid Products, including Cannabis Products, Lower-Potency Hemp Edibles, or Hemp-Derived Consumer Products. This moratorium does not relate to the retail sale of Hemp Derived Topical Products, or Hemp Derived Fiber Products. The moratorium also does not relate to the sale of edible cannabinoid products as that term is defined in current statute, 151.72, subd. 1, in exclusive liquor stores.</p> |
| Fiscal Impact: | None |
| Alternative/Variations: | Other options include (1) waiting until after July 1, 2023 (Cannabis Bill’s effective date) to put an Interim Ordinance in place on only the higher-level Cannabis Businesses under the Bill’s special interim ordinance provision; or (2)do nothing and wait until Office of Cannabis Management to start licensing |
| Recommendations: | 1) Close the Public Hearing. 2) Approve Interim Ordinance 23-XXX Prohibiting the Commercial Sale, Testing Manufacturing, Commercial Cultivating, Commercial Growing, Transporting, Delivery, and Distribution of Cannabinoid Products. |

ORDINANCE NO. 23-015

**CITY OF MARSHALL
STATE OF MINNESOTA**

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

The Common Council of the City of Marshall do ordain:

SECTION 1. BACKGROUND.

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

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

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

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

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

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

SECTION 2. FINDINGS.

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

SECTION 3. MORATORIUM.

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

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

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

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

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

Passed this 27th day of June, 2023.

Robert Byrnes, Mayor

ATTEST

Steven Anderson, City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|---------------------------------|--|
| Presenter: | Pamela Whitmore |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Repeal Emergency Ordinance No. 7-12-2022 |
| Background Information: | <p>In July 2022 the City of Marshall enacted an emergency ordinance “on the sale of hemp derived THC food and beverages, which is set to expire on July 12, 2023. Minnesota Legislature passed and the Governor signed HF100/SF73 which establishes a regulatory framework for adult-use cannabis and lower potency hemp edibles.</p> <p>Ordinance 23-015 establishes an interim ordinance prohibiting any business, person, or entity from offering for retail sale, wholesale, testing, commercial growing, commercial cultivating, manufacturing, transporting, delivering, or commercial distribution of Cannabinoid Products. Other than lower potency products allowed in municipal liquor stores.</p> |
| Fiscal Impact: | |
| Alternative/ Variations: | |
| Recommendations: | To adopt Ordinance 23-016 which repeals Emergency Ordinance No. 7-12-2022. |

City of Marshall
ORDINANCE NO. 23-016

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

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

SECTION 1: Recitals

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

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

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

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

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

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

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

Passed by the City Council of the City of Marshall this 27th of June, 2023.

Robert Byrnes, Mayor

ATTEST _____
Steven Anderson, City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|---------------------------------|--|
| Presenter: | Jason Anderson |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Introduction of Ordinance for the Request of Vesta, LLC to Rezone 1030 East Southview Drive from a B-4 Shopping Center Business District to B-3 General Business District |
| Background Information: | <p>This is a request by Vesta, LLC, of Marshall, MN to rezone property at 1030 East Southview Drive from a B-4 Shopping Center Business District to B-3 General Business District. Since shopping centers are not a common use anymore, staff believe that B-4 zoning district has become obsolete and suggest rezoning the other properties around the mall to B-3 as well at this time. All properties around are currently zoned B-3 General Business District. The new Comprehensive Plan shows this entire area as commercial. All businesses in the area of rezone are permitted in B-3, so there will be no adverse impacts.</p> <p>Rezoning procedures are described in Section 86-30 Amendments https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV1GE_S86-30AM. Attached are the rezoned area extent for your reference.</p> <p>At the June 14, 2023, Planning Commission meeting, a public hearing was held, and a motion was made by Muchlinski, second by Pieper to recommend approval to City Council to rezone the property as recommended by staff. All voted in favor.</p> |
| Fiscal Impact: | Costs are to be billed to applicant. |
| Alternative/ Variations: | None recommended. |
| Recommendations: | that the Council introduce the attached ordinance to rezone property at 1030 East Southview Drive from a B-4 Shopping Center Business District to B-3 General Business District. |

ORDINANCE NUMBER _____

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

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

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

**City of Marshall, County of Lyon, State of Minnesota
1030 East Southview Drive
R & R Subdivision, Block 1, Lot 1**

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

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

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

Section 4. This Ordinance shall take effect from and after its passage and publication.

Passed and adopted by the Common Council this 11th day of July 2023.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

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

Introduced on: June 27, 2023

Final Passage on: July 11, 2023

Published in the Official Newspaper : _____

FINDINGS OF FACT AND RECOMMENDATION
RECOMMENDATION OF APPROVAL OF A
REZONING REQUEST
WITHIN THE CITY OF MARSHALL, MINNESOTA

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

LOCATION: 1030 East Southview Drive

LEGAL DESCRIPTION: R & R Subdivision, Block 1, Lot 1.

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: A Rezoning from a B-4 shopping center business zoning district to a B-3 general business district of the property located at 1030 East Southview Drive and legally described above, and

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

WHEREAS, staff recommended that adjacent properties located at 1000 East Southview Drive, 1010 East Southview Drive, and 1020 East Southview Drive also be rezoned from a B-4 shopping center business zoning district to a B-3 general business district, and

WHEREAS, staff presented the Planning Commission with information that the surrounding areas are all currently zoned B-3 general business district, and

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

WHEREAS, notice required pursuant to Minnesota Statutes Section 462.357 including the time, place and purpose of the hearing was published in the official newspaper at least ten days prior to the day of the hearing; and

WHEREAS, notice was mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the amendment relates, and

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on June 14, 2023,

NOW THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Marshall

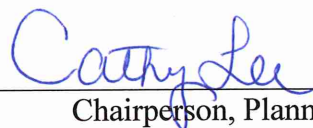
that the City Council rezone the property requested by Applicant, in addition to the adjacent properties recommended by staff based on the following findings:

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

BE IT FURTHER RESOLVED that this recommendation be communicated to the Marshall City Council.

The foregoing recommendation, arising out of the motion offered by Muchlinski and seconded by Pieper, was declared carried on the following vote:

Ayes: 5
Nays: 0
Passed: Y



Chairperson, Planning Commission

Approval is contingent upon execution and return of this document to the City Planning Office. I have read and agree to the conditions of this recommendation as outlined above.

Property Owner / Applicant

Date

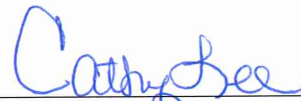
that the City Council rezone the property requested by Applicant, in addition to the adjacent properties recommended by staff based on the following findings:

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

BE IT FURTHER RESOLVED that this recommendation be communicated to the Marshall City Council.

The foregoing recommendation, arising out of the motion offered by Muchnik and seconded by Pieper, was declared carried on the following vote:

Ayes: 5
Nays: 0
Passed: Y



Chairperson, Planning Commission

Approval is contingent upon execution and return of this document to the City Planning Office.
I have read and agree to the conditions of this recommendation as outlined above.


Property Owner / Applicant

6-14-2023
Date



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



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MARSHALL, MINNESOTA
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VESTA LLC REZONE

JUNE 7, 2023

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

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Item 4.

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|---------------------------------|--|
| Presenter: | Jason Anderson |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Introduction of Ordinance for the Request of the City of Marshall to Rezone Various London Road Properties from a B-1 Limited Business District and R-1 One-Family Residence District to R-4 Higher Density-Multi Family Residence District |
| Background Information: | <p>This is a request by City of Marshall, Marshall, MN to rezone area as shown on attached map from B-1 Limited Business District to R-4 Higher Density – Multi Family Residence District for potential future development of multi-unit residential building. The new Comprehensive Plan shows this entire area as Neighborhood Mix use with intent to allow for both commercial and residential uses.</p> <p>Rezoning procedures are described in Section 86-30 Amendments https://library.municode.com/mn/marshall/codes/code_of_ordinances?nodeId=PTIICOOR_CH86ZO_ARTIIADEN_DIV1GE_S86-30AM. Attached are the rezoned area extent for your reference.</p> <p>At the June 14, 2023, Planning Commission meeting, a public hearing was held, and a motion was made by Doom, seconded by Deutz to rezone the B-1 Limited Business District to R-4 Higher Density – Multi Family Residence District and leave the R-1 One Family Residence District strip along London Road as a buffer between the new R-4 Higher Density – Multi Family Residence District and the single-family homes on the other side of London Road. All voted in favor.</p> |
| Fiscal Impact: | NA |
| Alternative/ Variations: | None recommended. |
| Recommendations: | that the Council introduce the attached ordinance to rezone area as shown on the map from B-1 Limited Business District and a narrow strip of R-1 One Family Residence District to R-4 Higher Density – Multi Family Residence District and leave the R-1 One Family Residence District strip along London Road as a buffer between the new R-4 Higher Density – Multi Family Residence District and the single-family homes on the other side of London Road. |

ORDINANCE NUMBER _____

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

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

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

**City of Marshall, County of Lyon, State of Minnesota
122-216 London Road**

is hereby rezoned from a B-1 Limited Business District and R-1 One-Family Residence District to R-4 Higher Density-Multi Family Residence District.

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

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

Section 4. This Ordinance shall take effect from and after its passage and publication.

Passed and adopted by the Common Council this 11th day of July, 2023.

THE COMMON COUNCIL

ATTEST:

Mayor of the City of Marshall, MN

City Clerk

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

Introduced on: June 27, 2023

Final Passage on: July 11, 2023

Published in the Official Newspaper : _____

FINDINGS OF FACT AND RECOMMENDATION
RECOMMENDATION OF APPROVAL OF A
REZONING REQUEST
WITHIN THE CITY OF MARSHALL, MINNESOTA

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

LOCATION: As shown on attached map.

LEGAL DESCRIPTION: See attached.

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: A Rezoning from a B-1 Limited business and R-1 One family residence zoning district to a R-4 Higher density multiple residence district of the properties shown on attached map, and

WHEREAS, Comprehensive Plan states “the maintenance and development of a healthy, diverse, and affordable housing stock is important for the long-term sustainability of Marshall” as a priority and the City’s comprehensive plan strives to support the development of a variety of housing types that are accessible to all, and

WHEREAS, this rezoning from B-1 to R-4 with the maintenance of the R-1 strip on London Road side is consistent with the City’s zoning plan and furthers the intent of the future plan for neighborhood mixed use, and

WHEREAS, the area being rezoned from B-1 to R-4 complements surrounding residentially zoned area, promotes general welfare, and is not for the sole benefit of any private interest, but rather benefits the public at large by providing accessible housing to help address growing housing needs, and

WHEREAS, staff presented the Planning Commission with information that the proposed rezoning will facilitate further economic development in the area based on expressed interest from a developer, and

WHEREAS, notice required pursuant to Minnesota Statutes Section 462.357 including the time, place and purpose of the hearing was published in the official newspaper at least ten days prior to the day of the hearing; and

WHEREAS, notice was mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the amendment relates, and

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on June 14, 2023, and

WHEREAS, during this public hearing neighbors brought up multiple concerns including traffic and snow removal and asked to maintain an R-1 buffer strip along London Road side,

NOW THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Marshall that the City Council should rezone the property requested by Applicant less the strip along London Road which is to remain zoned R-1, from B-1 to R-4 based on the following findings:

1. The proposed rezoning is consistent with the intent of the current Comprehensive Plan.
2. The proposed rezoning will further the City development.

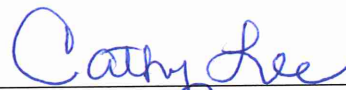
BE IT FURTHER RESOLVED that this recommendation be communicated to the Marshall City Council.

The foregoing recommendation, arising out of the motion offered by Doom and seconded by Deutz, was declared carried on the following vote:

5 Ayes:

0 Nays:

Passed: Y

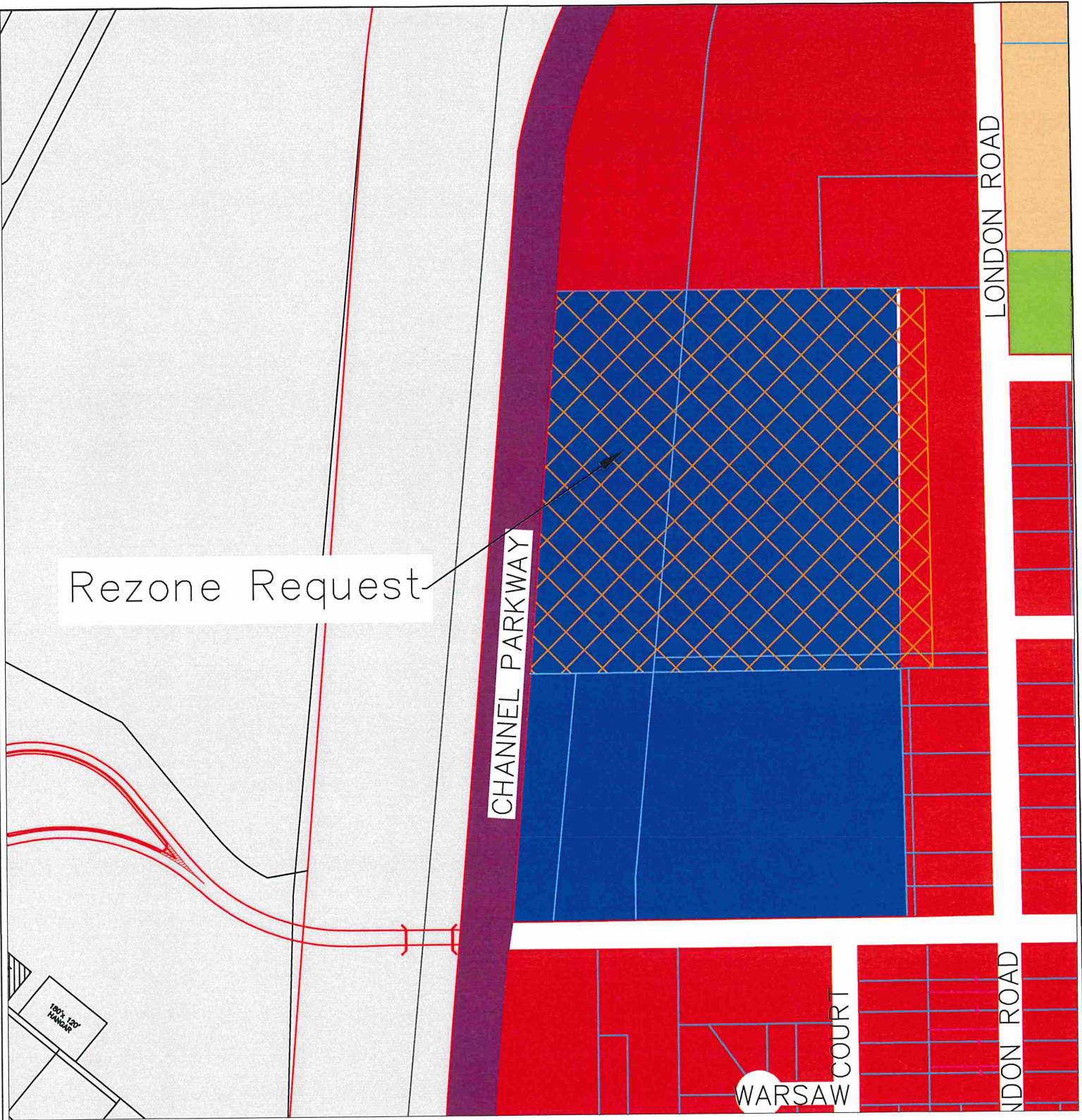


Chairperson, Planning Commission


Approval is contingent upon execution and return of this document to the City Planning Office.
I have read and agree to the conditions of this recommendation as outlined above.

Property Owner / Applicant

Date



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



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MARSHALL, MINNESOTA
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Item 5.

LONDON ROAD REZONE

JUNE 16, 2023

EXISTING ZONING MAP W/ PROPOSED
 REZONE AREA FROM B-1 & R-1 TO

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CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|--------------------------------|--|
| Presenter: | Jason Anderson |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Consider Request of Southwest Minnesota State University for Homecoming Parade (Saturday-October 14, 2023). |
| Background Information: | <p>Attached is a request from Southwest Minnesota State University requesting street closure for the Homecoming Day Parade on Saturday, October 14, 2023. Line-up would begin at 10:00 a.m., with the parade start at 11:00 a.m. and ending at approximately 12:30 p.m. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street and beginning there, proceeding to East Main Street (T.H. 59) northwest to downtown Marshall and ending at 5th and 6th Streets.</p> <p>If the request is approved by Council, the request will then be submitted to Mn/DOT for their approval and implementation of the detour route. This request has presented no significant public safety problems in the past, and it is not expected to be a problem this year either. The Street Department is responsible for the appropriate barricades and signage. If the request is approved, area public safety agencies will be advised of the event so that they are aware of the road blockage/detour.</p> |
| Fiscal Impact: | There will be costs involved for overtime for personnel for set-up and take-down of the detours, barricades, traffic control and street sweeping. Staff is proceeding with plans not to charge fees for this event based on past practice. Costs for operations attributed to the parade only are estimated at less than \$5,000. |
| Alternative/Variations: | No alternative actions recommended. |
| Recommendations: | that the Council approves the SMSU Homecoming Day Parade on Saturday, October 14 2023, subject to Mn/DOT approval of the permit. |

June 7, 2023

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

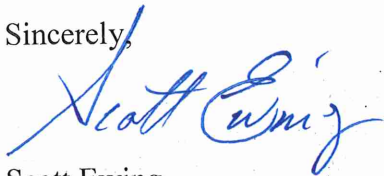
Dear Jason,

As the Southwest Minnesota State University Homecoming Parade Coordinator, I hereby request permission to hold our Homecoming Day Parade on Saturday, October 14, 2023, along the traditional route. Line-up would begin at Jewett Street and East Lyon Street to Bruce Street, the start of the parade. It would proceed to East Main Street (TH59) in a Northwestern path to downtown Marshall and ending at 5th and 6th Streets. Line-up would begin at 10:00am and the Parade Start at 11:00am, with an estimated 12:30pm end time, if an exceptionally large parade, sooner if normal in size.

In the past, it has been requested that we secure your permission as well as working with City and County Law Enforcement to temporarily close TH59 and TH68 through the parade route and to coordinate that with MNDOT. Consider this a request for such. I am attaching the Marshall City map indicating the proposed route for your consideration.

As you might guess, we have a several people to contact and press deadlines to meet, in preparing for the Homecoming Day Parade and activities. Please respond at your earliest convenience, so we may proceed, or plan other options.

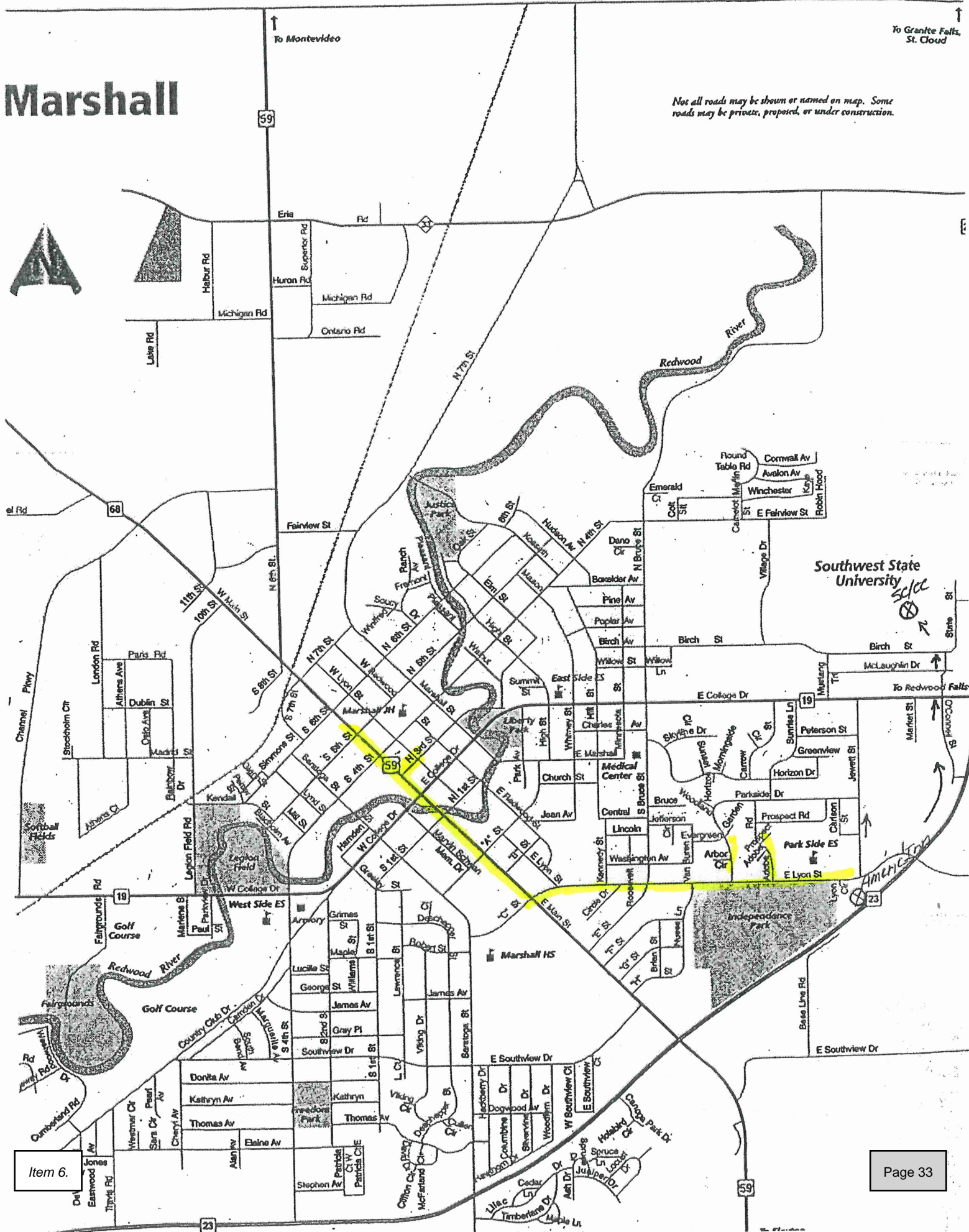
Sincerely,



Scott Ewing
Assistant Director, Student Activities

cc. Jim Marshall, Marshall Director of Public Safety
Eric Wallen, Lyon County Sheriff

Marshall



CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|-------------------------------------|--|
| Presenter: | Steven Anderson |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Consider Approval for a Temporary On-Sale Liquor License for Visit Marshall |
| Background Information: | Visit Marshall and SMSU will be hosting Prairie Jam at Mattke Field at the Schwan's Regional Event Center on September 21 st – September 23 rd . |
| Fiscal Impact: | |
| Alternative/ Variations: | None recommended. |
| Recommendations: | To approve the temporary on-sale liquor license for Visit Marshall/CVB |



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

| | | | |
|--------------------------------------|---|----------------|-------------------|
| Name of organization | | Date organized | Tax exempt number |
| Marshall Convention & Visitor Bureau | | 1/1/1994 | 41-1780674 |
| Address | City | State | Zip Code |
| 1651 Victory Drive | Marshall | Minnesota | 56258 |
| Name of person making application | | Business phone | Home phone |
| Cassi Weiss | | 507-537-1865 | |
| Date(s) of event | Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer | | |
| September 21st 2023 - September 23rd | <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit | | |
| Organization officer's name | City | State | Zip Code |
| Cassi Weiss | Marshall | Minnesota | 56258 |
| Organization officer's name | City | State | Zip Code |
| Keith Petermeyer | Marshall | Minnesota | 56258 |
| Organization officer's name | City | State | Zip Code |
| Bryce Gorder | Marshall | Minnesota | 56258 |
| Organization officer's name | City | State | Zip Code |
| Steve Klinkhammer | Marshall | Minnesota | 56258 |

Location where permit will be used. If an outdoor area, describe.
Mattke Field at the Schwan's regional event center on the Campus of Southwest Minnesota State University

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

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

APPROVAL

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

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

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|-------------------------------------|--|
| Presenter: | Karla Drown |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | CONSENT AGENDA |
| Type: | ACTION |
| Subject: | Consider approval of the bills/project payments |
| Background Information: | Staff encourage the City Council Members to contact staff in advance of the meeting regarding these items if there are questions. Construction contract questions are encouraged to be directed to Director of Public Works, Jason Anderson at 537-6051 or Finance Director, Karla Drown at 537-6764 |
| Fiscal Impact: | |
| Alternative/ Variations: | |
| Recommendations: | The following bills and project payments be authorized for payment. |



Marshall, MN

Council Check Report

By Vendor Name

Date Range: 06/16/2023 - 06/27/2023

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|----------------------|--|--------------|--------------|-----------------|----------------|------------|
| Bank Code: AP-REG AP | | | | | | |
| 4549 | A & B BUSINESS, INC | 06/16/2023 | EFT | 0.00 | 2,421.15 | 13315 |
| 6128 | ACTION COMPANY LLC | 06/16/2023 | EFT | 0.00 | 380.00 | 13316 |
| 6128 | ACTION COMPANY LLC | 06/23/2023 | EFT | 0.00 | 64.62 | 13392 |
| 6412 | AG PLUS COOPERATIVE | 06/16/2023 | EFT | 0.00 | 261.15 | 13317 |
| 0567 | ALEX AIR APPARATUS 2 LLC | 06/16/2023 | EFT | 0.00 | 4,472.54 | 13318 |
| 0578 | AMAZON CAPITAL SERVICES | 06/16/2023 | EFT | 0.00 | 625.14 | 13319 |
| 0578 | AMAZON CAPITAL SERVICES | 06/23/2023 | EFT | 0.00 | 674.41 | 13393 |
| 3761 | AMERICAN BOTTLING CO. | 06/16/2023 | Regular | 0.00 | 230.40 | 122935 |
| 0581 | AMERICAN ENGINEERING TESTING, INC | 06/16/2023 | EFT | 0.00 | 505.00 | 13320 |
| 0630 | ARCTIC GLACIER | 06/23/2023 | Regular | 0.00 | 548.90 | 122977 |
| 6883 | AT&T MOBILITY II LLC | 06/23/2023 | Regular | 0.00 | 38.23 | 122978 |
| 0656 | AVERA MARSHALL | 06/16/2023 | Regular | 0.00 | 99.00 | 122936 |
| 0658 | AWARDS PLUS, INC. | 06/16/2023 | EFT | 0.00 | 66.00 | 13321 |
| 1126 | BDG INC. | 06/16/2023 | EFT | 0.00 | 202.35 | 13322 |
| 0688 | BELLBOY CORPORATION | 06/23/2023 | EFT | 0.00 | 3,774.78 | 13394 |
| 0689 | BEND RITE CUSTOM FABRICATION, INC. | 06/16/2023 | Regular | 0.00 | 22.50 | 122937 |
| 0699 | BEVERAGE WHOLESALERS, INC. | 06/16/2023 | Regular | 0.00 | 37,175.00 | 122938 |
| 0699 | BEVERAGE WHOLESALERS, INC. | 06/23/2023 | Regular | 0.00 | 44,801.79 | 122979 |
| 6879 | BLUE FIRE TRAINING LLC | 06/16/2023 | Regular | 0.00 | 6,577.86 | 122940 |
| 0724 | BOLTON & MENK INC | 06/16/2023 | EFT | 0.00 | 1,087.50 | 13323 |
| 0724 | BOLTON & MENK INC | 06/23/2023 | EFT | 0.00 | 26,905.19 | 13395 |
| 0726 | BORCH'S SPORTING GOODS, INC. | 06/16/2023 | EFT | 0.00 | 392.00 | 13324 |
| 0726 | BORCH'S SPORTING GOODS, INC. | 06/23/2023 | EFT | 0.00 | 280.93 | 13396 |
| 0018 | BORDER STATES INDUSTRIES, INC. | 06/16/2023 | EFT | 0.00 | 90.84 | 13325 |
| 0018 | BORDER STATES INDUSTRIES, INC. | 06/23/2023 | EFT | 0.00 | 69.18 | 13397 |
| 3829 | BRAU BROTHERS | 06/16/2023 | EFT | 0.00 | 325.50 | 13326 |
| 3829 | BRAU BROTHERS | 06/23/2023 | EFT | 0.00 | 783.00 | 13398 |
| 4457 | BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR | 06/16/2023 | Regular | 0.00 | 7,637.50 | 122941 |
| 4457 | BREAKTHRU BEVERAGE MINNESOTA WINE & SPIR | 06/23/2023 | Regular | 0.00 | 1,802.99 | 122981 |
| 6539 | BREMER BANK CC | 06/20/2023 | Bank Draft | 0.00 | 3,529.80 | DFT0003047 |
| 7286 | BREWERS, MARK & KELLIE | 06/16/2023 | Regular | 0.00 | 32.58 | 122943 |
| 5696 | BROTHERS FIRE PROTECTION | 06/23/2023 | EFT | 0.00 | 395.00 | 13399 |
| 0728 | BUFFALO RIDGE CONCRETE,INC | 06/16/2023 | EFT | 0.00 | 1,032.00 | 13327 |
| 0728 | BUFFALO RIDGE CONCRETE,INC | 06/23/2023 | EFT | 0.00 | 1,502.00 | 13400 |
| 6744 | C&L DISTRIBUTING | 06/23/2023 | EFT | 0.00 | 417.00 | 13401 |
| 6787 | CALDWELL, AMANDA | 06/16/2023 | Regular | 0.00 | 100.00 | 122944 |
| 6798 | CAMPION, MIKAYLA | 06/16/2023 | Regular | 0.00 | 482.98 | 122945 |
| 7281 | CANTU, MARTHA | 06/16/2023 | Regular | 0.00 | 335.00 | 122946 |
| 6791 | CAPITAL ONE | 06/16/2023 | Regular | 0.00 | 175.10 | 122947 |
| 6791 | CAPITAL ONE | 06/23/2023 | Regular | 0.00 | 36.25 | 122983 |
| 6823 | CHARTER COMMUNICATIONS HOLDINGS, LLC | 06/16/2023 | Regular | 0.00 | 100.00 | 122948 |
| 0836 | CHARTER COMMUNICATIONS, LLC | 06/16/2023 | EFT | 0.00 | 106.81 | 13328 |
| 5733 | CLARITY TELECOM, LLC | 06/16/2023 | EFT | 0.00 | 2,781.36 | 13329 |
| 5733 | CLARITY TELECOM, LLC | 06/23/2023 | EFT | 0.00 | 272.91 | 13402 |
| 0920 | CULLIGAN WATER CONDITIONING OF MARSHALL | 06/16/2023 | Regular | 0.00 | 21.00 | 122949 |
| 0934 | D & G EXCAVATING INC | 06/23/2023 | EFT | 0.00 | 135.00 | 13403 |
| 3819 | DACOTAH PAPER CO | 06/16/2023 | EFT | 9.09 | 794.52 | 13330 |
| 3819 | DACOTAH PAPER CO | 06/23/2023 | EFT | 3.54 | 350.18 | 13404 |
| 7102 | DAHLHEIMER BEVERAGE | 06/16/2023 | EFT | 0.00 | 1,418.90 | 13331 |
| 7075 | DEMUTH, ROGER | 06/23/2023 | EFT | 0.00 | 400.00 | 13405 |
| 7243 | DERUYTER, JENNIFER | 06/16/2023 | EFT | 0.00 | 36.68 | 13332 |
| 5731 | DOLL DISTRIBUTING LLC | 06/16/2023 | EFT | 0.00 | 20,537.85 | 13333 |
| 5731 | DOLL DISTRIBUTING LLC | 06/23/2023 | EFT | 0.00 | 16,913.77 | 13406 |
| 1020 | DUIINICK, INC. | 06/16/2023 | EFT | 0.00 | 5,061.92 | 13334 |

Council Check Report

Date Range: 06/16/2023 - 06/27/2023

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|---|--------------|--------------|-----------------|----------------|------------|
| 1020 | DUIINCK, INC. | 06/23/2023 | EFT | 0.00 | 721.79 | 13407 |
| 1035 | ECOLAB PEST ELIMINATION SERVICES | 06/23/2023 | EFT | 0.00 | 835.23 | 13408 |
| 4858 | ENGRAVESTONE | 06/23/2023 | EFT | 0.00 | 136.00 | 13409 |
| 7181 | ENTERPRISE FLEET MANAGEMENT TRUST | 06/20/2023 | Bank Draft | 0.00 | 26,380.30 | DFT0003046 |
| 7294 | ESPARZA, ROBERT | 06/23/2023 | Regular | 0.00 | 100.00 | 122984 |
| 1090 | FASTENAL COMPANY | 06/16/2023 | EFT | 0.00 | 86.75 | 13335 |
| 1090 | FASTENAL COMPANY | 06/23/2023 | EFT | 0.00 | 187.47 | 13410 |
| 5780 | FIRE CATT,LLC | 06/16/2023 | EFT | 0.00 | 6,035.25 | 13336 |
| 7073 | FIXEN CHIROPRACTIC | 06/23/2023 | EFT | 0.00 | 100.00 | 13411 |
| 6478 | GOPHER STATE ONE CALL | 06/16/2023 | EFT | 0.00 | 298.35 | 13337 |
| 1199 | GRAHAM TIRE AND AUTOMOTIVE SERVICES | 06/16/2023 | Regular | 0.00 | 1,893.92 | 122950 |
| 1199 | GRAHAM TIRE AND AUTOMOTIVE SERVICES | 06/23/2023 | Regular | 0.00 | 27.00 | 122985 |
| 1201 | GRAINGER INC | 06/16/2023 | EFT | 0.00 | 194.30 | 13338 |
| 1201 | GRAINGER INC | 06/23/2023 | EFT | 0.00 | 109.58 | 13412 |
| 1215 | GREENWOOD NURSERY | 06/16/2023 | EFT | 0.00 | 20,075.00 | 13339 |
| 1256 | HAWKINS INC | 06/16/2023 | EFT | 0.00 | 13,888.49 | 13340 |
| 1256 | HAWKINS INC | 06/23/2023 | EFT | 0.00 | 1,666.10 | 13413 |
| 1271 | HENLE PRINTING COMPANY | 06/16/2023 | EFT | 0.00 | 30.00 | 13341 |
| 7287 | HOLIBAUGH, JACQUELINE | 06/23/2023 | Regular | 0.00 | 144.96 | 122986 |
| 0704 | HORSTMANN'S BIKE SHOP | 06/16/2023 | EFT | 0.00 | 24.99 | 13342 |
| 0704 | HORSTMANN'S BIKE SHOP | 06/23/2023 | EFT | 0.00 | 49.98 | 13414 |
| 1311 | HYVEE FOOD STORES INC | 06/23/2023 | Regular | 0.00 | 28.94 | 122987 |
| 1325 | ICMA RETIREMENT TRUST #300877 | 06/23/2023 | EFT | 0.00 | 50.00 | 13415 |
| 1343 | INDEPENDENT LUMBER OF MARSHALL INC | 06/16/2023 | Regular | 0.00 | 61.76 | 122951 |
| 6536 | INNOVATIVE OFFICE SOLUTIONS, LLC | 06/16/2023 | EFT | 0.00 | 60.34 | 13343 |
| 6536 | INNOVATIVE OFFICE SOLUTIONS, LLC | 06/23/2023 | EFT | 0.00 | 163.60 | 13416 |
| 1399 | JOHNSON BROTHERS LIQUOR COMPANY | 06/16/2023 | EFT | 0.00 | 11,503.17 | 13344 |
| 1399 | JOHNSON BROTHERS LIQUOR COMPANY | 06/23/2023 | EFT | 0.00 | 9,040.02 | 13418 |
| 2036 | JOHNSON BROTHERS LIQUOR COMPANY | 06/16/2023 | EFT | 0.00 | 7,115.11 | 13347 |
| 2036 | JOHNSON BROTHERS LIQUOR COMPANY | 06/23/2023 | EFT | 0.00 | 9,427.26 | 13417 |
| 2605 | JOHNSON BROTHERS LIQUOR COMPANY | 06/16/2023 | EFT | 0.00 | 89.98 | 13346 |
| 2605 | JOHNSON BROTHERS LIQUOR COMPANY | 06/23/2023 | EFT | 0.00 | 1,640.72 | 13419 |
| 5447 | JOHNSON BROTHERS LIQUOR COMPANY | 06/16/2023 | EFT | 0.00 | 903.25 | 13345 |
| 5447 | JOHNSON BROTHERS LIQUOR COMPANY | 06/23/2023 | EFT | 0.00 | 989.80 | 13420 |
| 7295 | JOHNSON FAMILY DENTAL | 06/23/2023 | Regular | 0.00 | 50.00 | 122988 |
| 3564 | KESTELOOT ENTERPRISES, INC | 06/16/2023 | EFT | 0.00 | 222.80 | 13348 |
| 5095 | KIBBLE EQUIPMENT LLC | 06/16/2023 | EFT | 0.00 | 54.03 | 13349 |
| 5095 | KIBBLE EQUIPMENT LLC | 06/23/2023 | EFT | 0.00 | 215.60 | 13421 |
| 5138 | L & A SYSTEMS, LLC | 06/16/2023 | EFT | 0.00 | 311.40 | 13350 |
| 3653 | LANGUAGE LINE SERVICES | 06/16/2023 | EFT | 0.00 | 315.56 | 13351 |
| 7146 | LIFE INSURANCE COMPANY OF NORTH AMERICA | 06/16/2023 | EFT | 0.00 | 721.32 | 13352 |
| 4685 | LYON COUNTY 4-H FEDERATION | 06/16/2023 | Regular | 0.00 | 150.00 | 122952 |
| 1531 | LYON COUNTY AUDITOR-TREASURER | 06/16/2023 | EFT | 0.00 | 540.02 | 13353 |
| 1545 | LYON COUNTY HIGHWAY DEPARTMENT | 06/16/2023 | EFT | 0.00 | 10,722.41 | 13354 |
| 1555 | LYON LINCOLN ELECTRIC COOPERATIVE INC | 06/16/2023 | Regular | 0.00 | 36.96 | 122953 |
| 4424 | MAAP | 06/23/2023 | Regular | 0.00 | 165.00 | 122989 |
| 6292 | MADDEN, GALANTER, HANSEN, LLP | 06/16/2023 | EFT | 0.00 | 100.00 | 13355 |
| 1575 | MAILBOXES & PARCEL DEPOT | 06/16/2023 | EFT | 0.00 | 45.27 | 13356 |
| 4736 | MARCO | 06/23/2023 | EFT | 0.00 | 90.13 | 13422 |
| 1616 | MARSHALL CONVENTION & VISITORS BUREAU | 06/16/2023 | EFT | 0.00 | 14,950.60 | 13357 |
| 5813 | MARSHALL LUMBER CO | 06/16/2023 | EFT | 0.00 | 558.49 | 13358 |
| 5813 | MARSHALL LUMBER CO | 06/23/2023 | EFT | 0.00 | 140.45 | 13423 |
| 1633 | MARSHALL MUNICIPAL UTILITIES | 06/16/2023 | EFT | 0.00 | 92,209.38 | 13359 |
| 1635 | MARSHALL NORTHWEST PIPE FITTINGS INC | 06/16/2023 | EFT | 0.52 | 73.17 | 13362 |
| 1635 | MARSHALL NORTHWEST PIPE FITTINGS INC | 06/23/2023 | EFT | 13.14 | 643.74 | 13424 |
| 1637 | MARSHALL PUBLIC SCHOOLS | 06/16/2023 | EFT | 0.00 | 15.38 | 13363 |
| 1637 | MARSHALL PUBLIC SCHOOLS | 06/23/2023 | EFT | 0.00 | 13,039.91 | 13425 |
| 1680 | MCEA EXECUTIVE OFFICE | 06/16/2023 | Regular | 0.00 | 45.00 | 122954 |
| 1683 | MCFOA | 06/16/2023 | Regular | 0.00 | 50.00 | 122955 |
| 7077 | MEDSURETY, LLC | 06/26/2023 | Bank Draft | 0.00 | 1,000.00 | DFT0003018 |
| 4980 | MENARDS INC | 06/16/2023 | EFT | 0.00 | 926.79 | 13364 |

Council Check Report

Date Range: 06/16/2023 - 06/27/2023

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|--|--------------|--------------|-----------------|----------------|------------|
| 4980 | MENARDS INC | 06/23/2023 | EFT | 0.00 | 83.16 | 13426 |
| 3971 | MEULEBROECK, ANDY | 06/16/2023 | EFT | 0.00 | 209.95 | 13365 |
| 6276 | MIDSTATES EQUIPMENT & SUPPLY | 06/23/2023 | EFT | 0.00 | 632.70 | 13427 |
| 1791 | MINNESOTA COUNTY ATTORNEYS ASSOC | 06/16/2023 | Regular | 0.00 | 88.00 | 122956 |
| 1818 | MINNESOTA DEPARTMENT OF REVENUE | 06/20/2023 | Bank Draft | 0.00 | 65,981.00 | DFT0003048 |
| 1797 | MINNESOTA FIRE SERVICE CERTIFICATION BOARD | 06/16/2023 | Regular | 0.00 | 504.00 | 122957 |
| 1808 | MINNESOTA MUNICIPAL UTILITIES ASSOC | 06/16/2023 | EFT | 0.00 | 6,504.75 | 13366 |
| 1839 | MINNESOTA VALLEY TESTING LABS INC | 06/23/2023 | EFT | 0.00 | 472.80 | 13428 |
| 1757 | MN CHILD SUPPORT PAYMENT CENTER | 06/23/2023 | Bank Draft | 0.00 | 386.70 | DFT0003033 |
| 1757 | MN CHILD SUPPORT PAYMENT CENTER | 06/23/2023 | Bank Draft | 0.00 | 450.39 | DFT0003034 |
| 1807 | MN MUNICIPAL BEVERAGE ASSOCIATION | 06/23/2023 | Regular | 0.00 | 5,700.00 | 122990 |
| 6422 | MN STATE LOTTERY | 06/22/2023 | Bank Draft | 0.00 | 33.06 | DFT0003045 |
| 1864 | MONTES ELECTRIC INC | 06/16/2023 | Regular | 0.00 | 2,388.74 | 122958 |
| 1887 | MTI DISTRIBUTING INC | 06/23/2023 | EFT | 0.00 | 776.16 | 13429 |
| 7285 | MYHRBERG, RYNE | 06/23/2023 | Regular | 0.00 | 100.00 | 122991 |
| 2512 | NATIONWIDE RETIREMENT | 06/23/2023 | Bank Draft | 0.00 | 100.00 | DFT0003029 |
| 0819 | NEMEC PROPERTIES, LLC | 06/23/2023 | Regular | 0.00 | 50.00 | 122992 |
| 1945 | NORM'S GTC | 06/16/2023 | Regular | 0.00 | 921.92 | 122960 |
| 1946 | NORTH CENTRAL LABS | 06/23/2023 | EFT | 0.00 | 887.01 | 13430 |
| 6463 | OFFICE OF MNIT SERVICES | 06/16/2023 | Regular | 0.00 | 695.15 | 122961 |
| 0473 | OLSON, GLENN | 06/16/2023 | Regular | 0.00 | 34.56 | 122962 |
| 5891 | ONE OFFICE SOLUTION | 06/16/2023 | EFT | 0.00 | 408.46 | 13367 |
| 5891 | ONE OFFICE SOLUTION | 06/23/2023 | EFT | 0.00 | 30.15 | 13431 |
| 3809 | O'REILLY AUTOMOTIVE STORES, INC | 06/16/2023 | EFT | 0.00 | 336.40 | 13368 |
| 7293 | ORSOT, VONNIE | 06/23/2023 | Regular | 0.00 | 255.83 | 122993 |
| 7284 | PALAMO-JOHNSON, IRANIA | 06/16/2023 | Regular | 0.00 | 75.00 | 122963 |
| 2026 | PEPSI COLA BOTTLING OF PIPESTONE MN INC | 06/16/2023 | EFT | 0.00 | 171.50 | 13369 |
| 4007 | PETE'S ELECTRIC MOTOR REPAIR | 06/16/2023 | EFT | 0.00 | 756.36 | 13370 |
| 3557 | POMP'S TIRE SERVICE, INC. | 06/23/2023 | EFT | 0.00 | 369.18 | 13432 |
| 2064 | POWERPLAN | 06/16/2023 | Regular | 0.00 | 577.06 | 122964 |
| 5585 | PRESTIGE CHEMICALS | 06/16/2023 | Regular | 0.00 | 540.05 | 122965 |
| 7289 | PRINS, COREY | 06/23/2023 | Regular | 0.00 | 700.00 | 122994 |
| 6166 | PULVER MOTOR SVC, LLC | 06/16/2023 | EFT | 0.00 | 160.00 | 13371 |
| 2112 | R AND G CONSTRUCTION COMPANY | 06/16/2023 | EFT | 0.00 | 25.75 | 13372 |
| 2112 | R AND G CONSTRUCTION COMPANY | 06/23/2023 | EFT | 0.00 | 5,000.00 | 13433 |
| 4021 | RAILROAD MGT CO III,LLC | 06/16/2023 | Regular | 0.00 | 344.67 | 122966 |
| 4939 | RECREATION SUPPLY CO, INC. | 06/16/2023 | EFT | 0.00 | 414.45 | 13373 |
| 0707 | ROADSIDE DEVELOPERS INC | 06/16/2023 | Regular | 0.00 | 695.00 | 122967 |
| 2190 | ROTARY CLUB OF MARSHALL | 06/16/2023 | Regular | 0.00 | 237.50 | 122968 |
| 6106 | RUNHOLT, CAROLYN | 06/16/2023 | EFT | 0.00 | 410.10 | 13374 |
| 2201 | RUNNING SUPPLY, INC | 06/16/2023 | EFT | 0.00 | 1,354.95 | 13375 |
| 2201 | RUNNING SUPPLY, INC | 06/23/2023 | EFT | 0.00 | 192.89 | 13434 |
| 7290 | SCHNEEKLOTH, TERRY | 06/23/2023 | Regular | 0.00 | 500.00 | 122995 |
| 2244 | SCHWANS SALES ENTERPRISES | 06/16/2023 | Regular | 0.00 | 1,021.57 | 122969 |
| 6881 | SHI INTERNATIONAL CORP. | 06/16/2023 | EFT | 0.00 | 52.02 | 13376 |
| 4855 | SOUTHERN GLAZER'S | 06/16/2023 | EFT | 0.00 | 9,690.79 | 13377 |
| 4855 | SOUTHERN GLAZER'S | 06/23/2023 | EFT | 0.00 | 18,774.65 | 13435 |
| 2318 | SOUTHWEST SANITATION INC. | 06/16/2023 | EFT | 0.00 | 3,840.01 | 13378 |
| 5922 | SRF CONSULTING GROUP, INC. | 06/23/2023 | EFT | 0.00 | 4,287.42 | 13436 |
| 2349 | STAN HOUSTON EQUIPMENT COMPANY INC | 06/16/2023 | EFT | 0.00 | 1,340.00 | 13379 |
| 4510 | STANDARD & POORS FINANCIAL SERVICES,LLC | 06/16/2023 | Regular | 0.00 | 14,250.00 | 122970 |
| 6800 | STOCKWELL ENGINEERS | 06/16/2023 | EFT | 0.00 | 33,450.00 | 13380 |
| 2373 | STREICHERS | 06/16/2023 | EFT | 0.00 | 19.98 | 13381 |
| 6427 | SWALBOSKI, BRIAN | 06/23/2023 | EFT | 0.00 | 595.06 | 13437 |
| 6277 | TALKING WATERS BREWING CO, LLC | 06/23/2023 | EFT | 0.00 | 1,310.00 | 13438 |
| 6137 | TEIGS LAWN CARE & LANDSCAPING, LLC | 06/23/2023 | Regular | 0.00 | 270.00 | 122996 |
| 4734 | TESSMAN COMPANY | 06/23/2023 | EFT | 0.00 | 3,184.00 | 13439 |
| 0875 | THE COMPUTER MAN INC | 06/16/2023 | EFT | 0.00 | 2,012.00 | 13382 |
| 7288 | THORDSON, RANDY | 06/23/2023 | Regular | 0.00 | 700.00 | 122997 |
| 7282 | TOUHEY, KEVIN | 06/16/2023 | Regular | 0.00 | 450.00 | 122971 |
| 7283 | TREVINO, AMBER | 06/16/2023 | Regular | 0.00 | 50.00 | 122972 |

Council Check Report

Date Range: 06/16/2023 - 06/27/2023

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|------------------------------------|--------------|--------------|-----------------|----------------|------------|
| 6156 | TRUE BRANDS | 06/23/2023 | EFT | 0.00 | 619.28 | 13440 |
| 0853 | ULTIMATE SAFETY CONCEPTS, INC. | 06/16/2023 | EFT | 0.00 | 194.44 | 13383 |
| 6169 | UNITED STATES ICE RINK ASSOCIATION | 06/16/2023 | Regular | 0.00 | 275.00 | 122973 |
| 5023 | US GEOLOGICAL SURVEY | 06/16/2023 | EFT | 0.00 | 2,195.75 | 13384 |
| 2511 | USA BLUE BOOK | 06/16/2023 | EFT | 0.00 | 48.16 | 13385 |
| 3443 | VALIC DEFERRED COMP | 06/23/2023 | Bank Draft | 0.00 | 941.61 | DFT0003030 |
| 3443 | VALIC DEFERRED COMP | 06/23/2023 | Bank Draft | 0.00 | 1,176.92 | DFT0003031 |
| 4429 | VANGUARD APPRAISALS, INC. | 06/16/2023 | Regular | 0.00 | 9,487.50 | 122974 |
| 4489 | VERIZON WIRELESS | 06/16/2023 | EFT | 0.00 | 39.02 | 13386 |
| 4489 | VERIZON WIRELESS | 06/16/2023 | EFT | 0.00 | 35.01 | 13387 |
| 4489 | VERIZON WIRELESS | 06/23/2023 | EFT | 0.00 | 440.13 | 13441 |
| 4489 | VERIZON WIRELESS | 06/23/2023 | EFT | 0.00 | 1,447.03 | 13442 |
| 6113 | VERSA-VEND VENDING INC | 06/16/2023 | EFT | 0.00 | 3,660.00 | 13388 |
| 6113 | VERSA-VEND VENDING INC | 06/23/2023 | EFT | 0.00 | 548.00 | 13443 |
| 6795 | VIERSTRAETE, JONAH | 06/16/2023 | Regular | 0.00 | 169.95 | 122975 |
| 2538 | VIKING COCA COLA BOTTLING CO. | 06/16/2023 | EFT | 0.00 | 1,213.50 | 13389 |
| 2538 | VIKING COCA COLA BOTTLING CO. | 06/23/2023 | EFT | 0.00 | 596.80 | 13444 |
| 6085 | VOYA - INVESTORS CHOICE | 06/23/2023 | Bank Draft | 0.00 | 2,340.74 | DFT0003039 |
| 6851 | WHITE, RYAN ROBERT | 06/16/2023 | Regular | 0.00 | 7,824.75 | 122976 |
| 2599 | WINE COMPANY | 06/16/2023 | EFT | 0.00 | 902.00 | 13390 |
| 7199 | YSI, INC. | 06/23/2023 | Regular | 0.00 | 460.00 | 122998 |
| 2632 | ZIEGLER INC | 06/16/2023 | EFT | 0.00 | 76.66 | 13391 |
| 2632 | ZIEGLER INC | 06/23/2023 | EFT | 0.00 | 4,148.09 | 13445 |

Bank Code AP Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|--------------|-------------------|
| Regular Checks | 96 | 59 | 0.00 | 152,336.87 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 11 | 11 | 0.00 | 102,320.52 |
| EFT's | 244 | 129 | 26.29 | 430,772.68 |
| | 351 | 199 | 26.29 | 685,430.07 |

All Bank Codes Check Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|------------------|------------------|--------------|-------------------|
| Regular Checks | 96 | 59 | 0.00 | 152,336.87 |
| Manual Checks | 0 | 0 | 0.00 | 0.00 |
| Voided Checks | 0 | 0 | 0.00 | 0.00 |
| Bank Drafts | 11 | 11 | 0.00 | 102,320.52 |
| EFT's | 244 | 129 | 26.29 | 430,772.68 |
| | 351 | 199 | 26.29 | 685,430.07 |

Fund Summary

| Fund | Name | Period | Amount |
|------|------------------|--------|-------------------|
| 999 | POOLED CASH FUND | 6/2023 | 685,430.07 |
| | | | 685,430.07 |

CITY OF MARSHALL, MINNESOTA
PRIOR AND CURRENT YEARS CONSTRUCTION CONTRACTS
6/27/2023

| PROJECT #: | Coding | DATE | CONTRACTOR: | ORIGINAL CONTRACT AMOUNT: | CHANGE ORDERS | CURRENT CONTRACT AMOUNT | 2020 Prior Payments | 2021 Prior Payments | 2022 Prior Payments | PYMTS THIS MEETING: | RETAINAGE | BALANCE: | PERCENT COMPLETE |
|--------------|-----------------|------------|--|---|------------------|-------------------------------|------------------------|------------------------|------------------------|------------------------|-----------|--------------|---------------------|
| CH1 | 494-43300-55120 | 11/12/2019 | City Hall Renovation | Brennan Companies | 5,030,200.00 | 749,360.00 | 5,779,560.00 | 3,039,722.04 | 2,661,221.96 | 66,794.00 | 11,822.00 | - | 100.00% |
| ST-004 | 480-43300-55170 | 2/22/2022 | Halbur Road Reconstruction | Duininck, Inc | 1,142,009.72 | 27,473.66 | 1,169,483.38 | | | 1,111,479.74 | 11,227.07 | 46,776.57 | 96.00% |
| ST-006 (Z79) | 495-43300-55130 | 5/10/2022 | School Pedestrian Crossing Improvements | Duininck, Inc | 480,250.35 | 15,028.32 | 495,278.67 | | | 495,278.67 | - | - | 100.00% |
| ST-002 | 495-43300-55170 | 3/14/2023 | Bituminous Overlay on Various City Streets | Duininck, Inc | 793,285.10 | | 793,285.10 | | | | | 793,285.10 | 0.00% |
| ST-008 | 401-43300-55170 | 3/14/2023 | Channel Parkway Pavement Replacement | Duininck, Inc | 1,374,151.96 | | 1,374,151.96 | | | | | 1,374,151.96 | 0.00% |
| ST-009 | 481-43300-55170 | 3/14/2023 | W. Lyon Street/N. 3rd Street Reconstruction | R & G Construction Co. | 3,845,497.31 | | 3,845,497.31 | | 861,284.92 | | 45,330.79 | 2,938,881.60 | 23.58% |
| SWM-002 | 630-49600-55170 | 3/14/2023 | Legion Field Road Stormwater Study: Phase 2 | Towne & Country Excavating LLC | 703,749.60 | | 703,749.60 | | | | | 703,749.60 | 0.00% |
| PK-092 | 481-45200-55120 | 4/11/2023 | Amateur Sports Center Shelter & Storage-Ball Field | Doom & Cuyper's Construction, Inc. | 171,642.00 | | 171,642.00 | | | | | 171,642.00 | 0.00% |
| AP-007 | 480-43400-55170 | 2022 | Crack Filling w/Sealcoat | City Staff - Street/Airport | 75,000.00 | | 75,000.00 | | 51,540.63 | | | 23,459.37 | 68.72% |
| | | | | <div> <div>13,615,786.04</div> <div>791,861.98</div> <div>14,407,648.02</div> <div>3,039,722.04</div> <div>2,661,221.96</div> <div>0.00</div> <div>68,379.86</div> <div>6,051,946.20</div> </div> | | | | | | | | | |

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|-------------------------------------|--|
| Presenter: | Jason Anderson |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Request for an Interim Use Permit for Storage Container in a B-3 General Business District at 1300 Susan Drive |
| Background Information: | <p>This is the request by the Owner for an Interim Use Permit for a shipping container placement in a B-3 General business district. The Ordinance allows placing a limited number of containers in a general business district by an interim use permit. The above-listed conditions include a reference (condition 4) to a particular Ordinance section that itemizes specific conditions for container placement. This section is attached to make sure that only its current version is applicable and compliance with future amendments, if any, to this section will not be required.</p> <p>At the Planning Commission meeting on June 14, 2023, after a public hearing, a motion was made by Pieper, seconded by Muchlinski, to recommend approval as recommended by city staff to City Council. ALL VOTED IN FAVOR.</p> |
| Fiscal Impact: | None known. |
| Alternative/ Variations: | Deny the request. |
| Recommendations: | <p>Planning Commission recommends to approve the request by James & Patricia Skewes for an Interim Use Permit to have a storage container on the premises at 1300 Susan Drive with the following conditions:</p> <ol style="list-style-type: none"> 1. That the regulations, standards and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with. 2. That the City reserves the right to revoke the Interim Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default. 3. That this permit expires when the property changes ownership. 4. That this container meets all conditions of Sec. 86-248(f) dated 05-9-2023 (as attached) by August 31, 2023, including a fence, except side yard requirement. 5. That this container will have to be moved off required side yard when adjacent property is developed. |

INTERIM USE PERMIT
City of Marshall, Minnesota

WHEREAS, the Planning Commission of the City of Marshall has held a Public Hearing for a Interim Use Permit for a storage container at the location described as:

**State of Minnesota, County of Lyon, City of Marshall
1300 Susan Drive**

and, in accordance with and pursuant to the provisions of Chapter 86 of the City Code of Ordinances related to zoning; and has written findings that the establishment, maintenance or conducting of the use for which the permit is sought will not under the circumstances be detrimental to the health, safety, morals, comfort, convenience or welfare of the persons residing or working in the area adjacent to the use, or to the public welfare, or injurious to property or improvements in the area adjacent to such use; and,

WHEREAS, the Planning Commission has designated certain conditions in the granting of such use permit.

NOW, THEREFORE Be It Resolved by the Common Council of the City of Marshall, Minnesota, that a Interim Use Permit be granted to James and Patricia Skewes for an Interim Use Permit for a storage container in a B-3 General Business District on the premises described herein subject to the following conditions:

1. That the regulations, standards and requirements as set forth in the City Code and as pertains to the class of district in which such premises are located shall be conformed with.
2. That the City reserves the right to revoke the Interim Use Permit in the event that any person has breached the conditions contained in this permit provided that the City serve the person with written notice specifying items of any default and allow the applicant a reasonable time in which to repair such default.
3. That this permit expires when the property changes ownership.
4. That this container meets all conditions of Sec. 86-248(f) dated 5-9-2023 (as attached) by August 31, 2023.

ADOPTED June 27, 2023.

ATTEST:

Mayor

City Clerk

(SEAL)

File No. 1160

This Instrument Drafted By:
Jason R. Anderson, P.E.
City Engineer/Zoning Administrator

RESOLUTION NO. _____

**RESOLUTION GRANTING
AN INTERIM USE PERMIT
FOR 1300 SUSAN DRIVE
WITHIN THE CITY OF MARSHALL, MINNESOTA**

WHEREAS, an application has been submitted by James and Patricia Skewes, (“Applicant”) to the City Council requesting approval of an interim use permit under the Zoning Code, Article 86-IV, Section 86-96, in the City of Marshall for the following location:

LOCATION: 1300 Susan Drive.

LEGAL DESCRIPTION: Shopko Addition, Lot 1.

WHEREAS, THE APPLICANT SEEKS THE FOLLOWING: An Interim Use Permit to keep a shipping container on the property located at 1300 Susan Drive and legally described above, and

WHEREAS, notice required pursuant to Minnesota Statutes Section 462.357 including the time, place and purpose of the hearing was published in the official newspaper at least ten days prior to the day of the hearing; and

WHEREAS, notice required pursuant to Minnesota Statutes Section 462.357 was mailed at least ten days before the day of the hearing to each owner of affected property and property situated wholly or partly within 350 feet of the property to which the interim use permit relates; and

WHEREAS, the Planning Commission has held a public hearing as required by the city Zoning Code on June 14, 2023, and

WHEREAS, staff presented the Planning Commission with information that the requested use may meet the criteria listed for granting an interim use for a shipping container allowed as an interim use in B general business districts per Marshall Code, Article 86-VI, Section 86-248 (f), and

WHEREAS, staff reviewed the above section allowing granting an interim use permit for shipping containers and specifically found:

- (1) The containers will not be placed in any front or required rear yard, but it is located in a required side yard.
- (2) The containers will be screened from public right of way and adjacent property by adequate fencing.
- (3) Any signage on the containers will be painted over.
- (4) This permit will expire when the property changes ownership or if a change in zoning regulations occurs.

WHEREAS, staff reviewed Standards for Hearing listed in Section 86-49 and specifically found:

- (1) Placing a container in this area will be comparable with the open area around.
- (2) The fencing will be built to screen the view of the container.
- (3) The container total area is below maximum permitted area provided in Section 86-248.

- (4) The site is large enough to accommodate a container covered by this request.
- (5) The duration of proposed interim use is as suggested by the Ordinance.
- (6) The use will not be injurious to the adjacent area, which will not be affected due to screening.
- (7) All other standards are not applicable to this request.

WHEREAS, the Planning Commission has discussed the above findings and, after discussion, held a vote on the request, and

WHEREAS, the Planning Commission, based on the above findings, has recommended to the City Council to approve a request for an interim use permits for a shipping container in a B-3 general business district with specific conditions, arising out of the motion offered by Pieper and seconded by Muchlinski, and declared carried on the following vote Ayes: 6 Nays: 0 , and

WHEREAS, the City Council reviewed the Minutes of the Planning Commission and heard from staff, and

WHEREAS, Staff reiterated its findings to the Council at the June 27, 2023 Council meeting,

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Marshall that the City Council accepts and adopts the following findings:

1. Because of the nature of the proposed use and its location, the requested interim use will not:
 - a. Be inconsistent with adjacent properties.
 - b. Unreasonably diminish or impair established property values within the neighborhood or in any way be contrary to the intent of this Code.
 - c. Violate any Ordinance provisions.
2. The interim use will be in harmony with the general purpose and intent of the City Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

FURTHER, BE IT RESOLVED, that the City Council of the City of Marshall hereby approves the requested interim use permit, subject to on-going compliance with all of the following conditions:

1. Pursuant to Marshall Code Article 86-II, Division 86-II-2, Section 86-49, no application for a condition modification shall be considered by the planning commission or council for at least one-year from the date of an interim use permit approval or from when circumstance sufficiently change to justify a review.
2. The owner shall maintain the property to conform with the Zoning Ordinance, Building Code, and not cause or create negative impacts to existing or future properties adjacent thereto.

3. The owner shall obtain all relevant and required permits prior to doing any work.
4. The shipping container covered by this interim use permit shall not have any painted signage or lettering and shall be screened from the public right of way and adjacent properties by a 7-foot-tall opaque fence on the north and east sides as shown in the attached drawing; the fence color shall match the buildings on the property.
5. The shipping container covered by this interim use permit may stay within required side yard until adjacent property is developed at which time it will have to be moved off the required side yard.
6. The City reserves the right to revoke the Interim Use Permit if the applicant has breached the conditions contained in this permit provided first, however, that the City serve the applicant with written notice specifying items of any such default and thereafter allow the applicant a reasonable time in which to cure any such default.
7. This permit will expire when the property changes ownership.

The foregoing resolution, arising out of the motion offered by Pieper and seconded by Muchlinski, was declared carried on the following vote:

Ayes: 5

Nays: 0

Passed: Y

Mayor

ATTEST:

City Clerk

Approval is contingent upon execution and return of this document to the City Planning Office. I have read and agree to the conditions of this resolution as outlined above.

Property Owner / Applicant

Date

Section 86-248 Outside Storage

- (a) In all classes of residential districts, open storage and accumulation of materials and equipment shall be prohibited. In all other zoning districts, open storage of materials and equipment shall be prohibited in the required front, side, and rear yards, except storage shall be allowed in the required rear yard in industrial districts. Unless prohibited elsewhere in the ordinance, any other outside storage, including outdoor storage tanks, shall be located or screened so as not to be visible from public right-of-way, public parks or any lot within 500 feet in any of the classes of business or residence districts, except in industrial and agricultural zoning districts screening from public right-of-way is not required. The screening may be achieved by fencing or landscaping means compliant with section 86-247. In all classes of business districts, the storage area shall be paved or graveled to control erosion and shall be properly maintained. Temporary storage of building materials intended for construction use on premises shall be allowed during ongoing construction and up to two weeks prior to construction and is exempt from the above requirements provided a valid building permit is obtained.
- (b) Outdoor display of retail merchandise intended for sale or rent and open to public shall be allowed in all classes of business and industrial districts. In all classes of business districts, the display area, except live plants sales area, shall be paved to control dust and erosion and facilitate access to, and moving of, displayed products. Except licensed automobile, motorcycle, off-road vehicle, and boat sales lots, and small motorized farm and lawn care equipment sales, the display area shall not be located in the required front and side yards. Outdoor display areas adjacent to any of the classes of residence districts shall be screened by fencing or landscaping means compliant with section 86-247. Outdoor display area shall be adequately lighted.
- (c) In all classes of residential districts and residential properties within other zoning districts, outdoor display and sale shall be allowed during garage and yard sales only. The display and sales area shall be located entirely within the pertinent residential property.
- (1) Any related signage shall be limited to premises and to other private properties provided permission from the property owners is obtained; all signage shall be erected not earlier than one-day before sale and shall be removed at the termination of the sale. Such signs shall be limited to three square feet each.
 - (2) There shall be no more than four garage sales conducted during any period of 12 calendar months; there shall be no more than two garage sales conducted during any period of 30 calendar days; there shall be no garage sales conducted for more than four consecutive days; and there shall be no garage sales conducted before 7:00 a.m. or after 8:00 p.m.
- (d) Building enlargement and expansions over 50 percent of existing building footprint area, construction of additional buildings on site, or changes of use resulting in new exterior storage or display area shall cause an exterior storage/display area review by city staff for ordinance compliance.
- (e) Trash, garbage, refuse, recycling materials or any other items intended for disposal shall be stored in designated containers or dumpsters which, with the exception of R-1 and R-2 residence districts, shall be located within areas set for collection of garbage as prescribed by section 50-23. In R-1 and R-2 residence districts trash cans shall not be stored in the required front yard except on the day of garbage collection. In R-1 and R-2 residence districts furniture and other bulky items may be left at the curb for pick up by the licensed garbage hauler or anywhere in the front yard for anyone to take for no more than 48 hours. In all classes of business and industrial districts, similar items intended for disposal may be piled together.

temporary storage no longer than six months within garbage collection areas in a single stack not higher than five feet and with area no more than 100 square feet.

- (1) In all classes of multiple-family and business districts, garbage collection areas shall be paved and fully enclosed with secured access and shall not be located in the required front yard. The enclosure shall be between five and six feet high and fully opaque. If it is located next to the building, it shall be finished with materials matching the exterior of the building. Enclosure requirement does not apply in the Downtown district.
 - (2) Temporary construction dumpsters intended for demolition and other construction debris may be located outside of such enclosures during ongoing construction and up to one week before and after construction provided a valid building permit is obtained. No temporary construction dumpster shall be set on public right-of-way or public parking lot unless a city permit is secured.
- (f) Storage units are not allowed as permanent storage in all classes of residential or business districts. Storage units include motor vehicle trailers, including semi-trailers, designed to carry cargo; cargo or shipping containers constructed out of prefabricated metal and designed for overseas shipping or mounting on rail cars or truck trailers; or steel framed, weatherproof moving containers, commonly known as PODS. Utilization of a single unit is allowed for temporary storage for no more than 30 days in a calendar year; the 30 days limit may be extended up to 180 days by an interim use permit. The above listed units used for temporary construction related storage shall be allowed during an ongoing construction project and up to a month prior to construction, provided a valid building permit is obtained. As an exception, storage units totaling less than 1,000 square feet or ten percent of the main building area, whichever is less, may be permitted by an interim use permit in a B-3 general business district, with the following conditions:
- (1) The containers shall not be placed in any front or required side or rear yard.
 - (2) The containers shall be located so as not to be visible from the public right-of-way, public parks, or any lot in any of the classes of business or residence districts within 500 feet of the containers. It may be screened by fencing or landscaping means compliant with section 86-247. If a fence taller than otherwise permitted by the Ordinance is required for screening by an interim use permit condition, a variance for such fence construction shall not be required.
 - (3) The containers shall be new or freshly painted with neutral colors with no painted signage, lettering, or advertising and shall be properly maintained.
 - (4) The interim use permit shall expire when the property changes ownership or earlier as approved by the council.
- (g) In all classes of residential districts, a licensed boat, open or closed trailer, camper, motor-home, recreational vehicle or other motorized vehicle, but no more than three units, may be stored outside on the property as regulated in section 74-131. One snowmobile, ATV, golf cart, riding mower, trailer, boat, or camper can be displayed for sale in the front yard, provided it has not been purchased or consigned for resale and is not displayed for longer than seven consecutive days or longer than 30 days in a calendar year. No storage or accumulation of any materials in trailers is permitted.

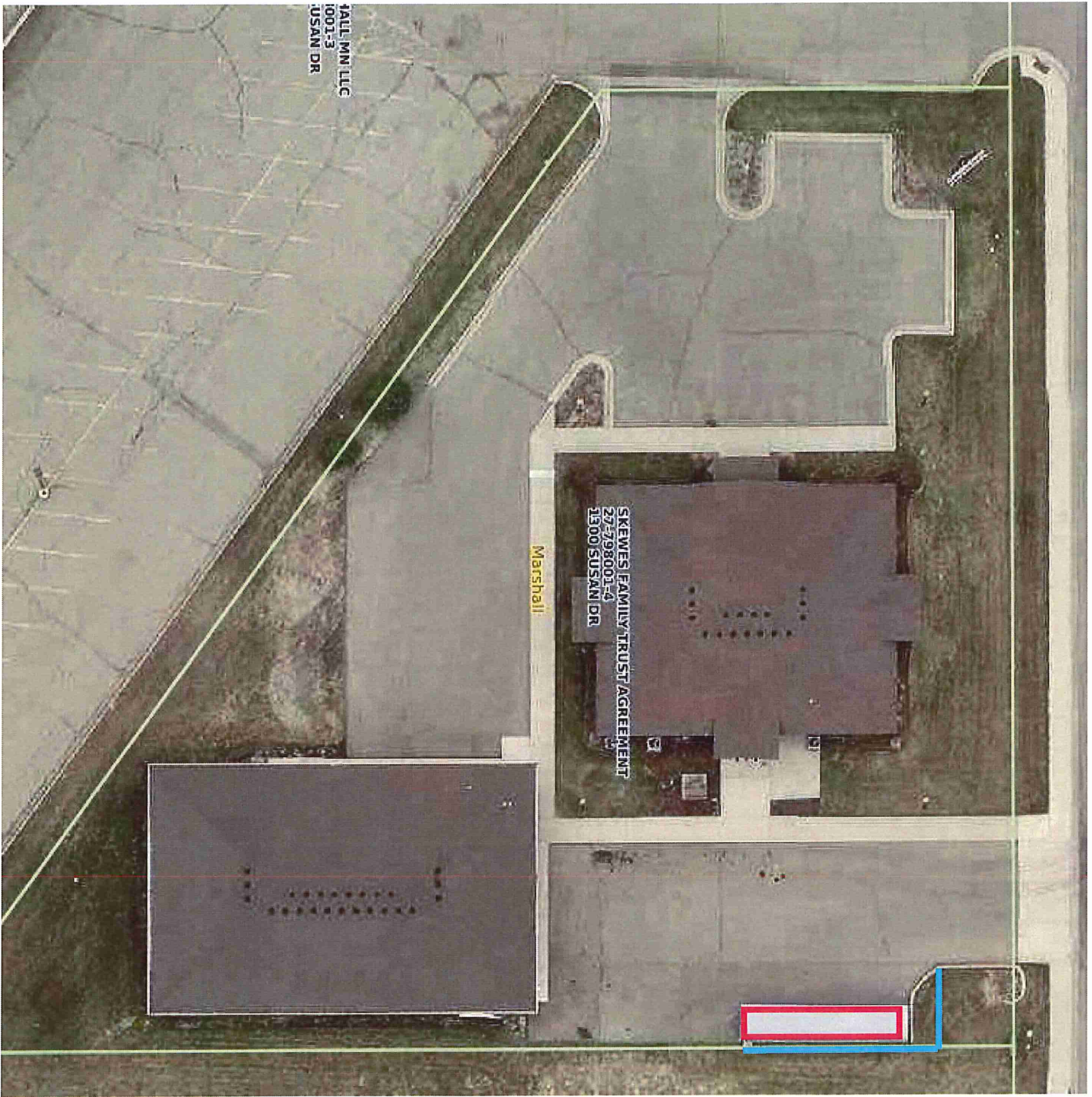
(Code 1976, § 11.19(3)(A)(2); Ord. No. 687, § 1, 6-10-2014; Ord. No. 749 2nd series, § 1, 6-23-2020; Ord. No. 21-002, § 1, 4-27-2021)

Editor's note(s)—Ord. No. 687, § 1, adopted June 10, 2014, amended the title of § 86-248 to read as set out herein. Previously § 86-248 was titled storage of materials.

HISTORY

Amended by Ord. [22-005](#) on 5/10/2022

Amended by Ord. [23-009 Outside Storage](#) on 5/9/2023



CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|-------------------------------------|---|
| Presenter: | Lauren Deutz |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Pre-Development Agreement Tapestry Companies |
| Background Information: | <p>The city of Marshall has recently been in discussions with an established developer on the potential development of a 60-unit affordable family apartment complex and a 65-unit senior independent living complex on London Road.</p> <p>The developer will be applying for the MN Housing Tax Credit funding to support project costs which would allow the units to be at or below 50% AMI. Current proposed rental rates range from \$830 - \$1,283 plus utility allowance. The City's most recent Housing Study, completed in 2021, indicated a need for 75 shallow-subsidy units, and 128 deep-subsidy units through 2030.</p> <p>A Pre-Development Agreement (PDA) would give the developer the option to acquire the property for \$1 once the project is deemed feasible by the city. The developer is also required to complete the Paris Road extension and in turn, the City would provide \$500,000 in Pooled TIF funds to support the project. The PDA also supports the developer's application to MN Housing.</p> |
| Fiscal Impact: | If developed, tax capacity generated |
| Alternative/ Variations: | Do not proceed with PDA |
| Recommendations: | Approved Pre-Development Agreement between the City of Marshall and RLIC Land Holdings, LLC, with a termination date of December 31, 2023. |

PRELIMINARY DEVELOPMENT AGREEMENT

THIS PRELIMINARY DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”), by the City of Marshall, Minnesota, a Minnesota municipal corporation, the Economic Development Authority in and for the City of Marshall, Minnesota, a public body corporate and politic under the laws of Minnesota (the “EDA”), and RCIL Land Holdings, LLC, a Delaware limited liability company, together with any related entity, affiliate, successor or assign (the “Developer”).

WITNESSETH:

WHEREAS, the Developer and the City have been engaged in informal discussions regarding the possible development of a portion of certain land owned by the City, including approximately eight (8) acres of the parcel identified as 27-819005-0, located on London Rd in the City, which parcel is depicted in **Exhibit A** (the “Property”); and

WHEREAS, the Developer proposes to acquire and develop the Property by constructing thereon a 60-unit affordable family apartment complex and a 65-unit affordable senior independent living complex (the “Project”), and in connection therewith, the City proposes construction by the Developer of an extension of Paris Rd from London Rd to Channel Parkway, including any required utility extensions (the “Infrastructure Improvements”); and

WHEREAS, the Developer has indicated that it is seeking business subsidy assistance or financial incentives from the City and/or the EDA to offset a portion of the costs associated with the proposed acquisition of the Property and construction of the Project thereon (the “Development”), including sale of the Property at a reduced cost, waiver of park dedication fees, and use of pooled tax increment to pay costs associated with the Infrastructure Improvements, and thereby make the Development feasible; and

WHEREAS, the City and the EDA are willing to discuss with the Developer any such subsidies or incentives, including those described in the prior paragraph, which may be available for the Development; however, nothing herein shall be interpreted as an approval or guarantee of any future public financial assistance, including but not limited to tax increment financing, tax abatement, business subsidies, or any other public assistance authorized by law; and

WHEREAS, various ordinance, land use, zoning, and subdivision issues and actions related to the Development and the Property are required to be approved by the City in order to facilitate the Development by the Developer; and

WHEREAS, the City and EDA agree to cooperate with the Developer to review and to assist the Developer, where deemed appropriate by the City and EDA, with obtaining various ordinance, land use, zoning, and subdivision approvals and actions related to the Development, provided that nothing herein shall be interpreted as an approval or guarantee of any future land use, zoning, or other required City approvals; and

WHEREAS, the City and the EDA are willing to evaluate the proposed Development and work toward all necessary agreements with the Developer if the Developer agrees to makes the deposit described herein, which is intended to reimburse the City and the EDA for their actual out-of-pocket costs incurred in connection with this Agreement and the proposed Development; and

WHEREAS, the City intends to convey title to and possession of the Property to the EDA, and upon such conveyance, the EDA intends to immediately convey such title to and possession to the Developer, pursuant to Minnesota Statutes, Section 469.105, as amended; and

WHEREAS, the City and the EDA wish to grant Developer an option to acquire the Property pursuant to a Real Estate Option Agreement (the “Option Agreement”), as set forth in **Exhibit B** attached hereto and made a part hereof, and upon conveyance of title to the Property from the City to the EDA, the EDA intends to grant to Developer, and Developer intends to obtain from the EDA the Property, as set forth herein and under the terms and conditions of the Option Agreement; and

WHEREAS, the City Council of the City and the Board of Commissioners of the EDA have reviewed the Developer’s proposal and the parties propose to enter into this Preliminary Development Agreement to provide the Developer with an exclusive period of negotiation which will allow the Developer to, among other things: (i) refine its proposal and give the City, EDA and the Developer an opportunity to negotiate the terms of a purchase and contract for private development (the “Contract”) containing various requirements necessary to (a) facilitate conveyance of the Property by the City to the EDA, for ultimate conveyance by the EDA to the Developer, (b) construction of the Project on the Property, and (c) and construction of the Infrastructure Improvements, the specific terms and conditions of which are yet to be finalized; (ii) explore the possibility and need for public subsidy for the Development, including sale of the Property at a reduced cost, waiver of park dedication fees, and the use of pooled tax increment financing; (iii) submit an application to the Minnesota Housing Finance Agency (“MHFA”) for an allocation of federal tax credits available to owners of qualified affordable rental housing projects for the Development; and (iv) seek approval from the EDA and the City of the final Development; and

WHEREAS, the City, the EDA and Developer intend to proceed with the Development if: (i) a design for the Development and Infrastructure Improvements can be agreed upon by the City, the EDA and the Developer; (ii) a satisfactory agreement can be reached regarding the terms of the purchase by the Developer of the Property; (iii) a satisfactory agreement can be reached regarding the City and/or EDA’s commitment of public financial assistance necessary for the Development; (iv) satisfactory financing for the Development can be secured; (v) the Project is awarded low-income housing tax credits by MHFA sufficient for the Development; (vi) the economic feasibility and soundness of the Development and other necessary preconditions have been determined to the satisfaction of the parties; and (vii) the financial risk to the City and the EDA, if any, is determined to be reasonable.

NOW, THEREFORE, in consideration of the covenants and obligations of the parties hereto, the City, EDA and the Developer hereby agree as follows:

Section 1. Preliminary Nature of Agreement. The City, the EDA and the Developer agree that this Agreement is intended to be preliminary in nature. Before the City, the EDA and the Developer can decide on whether to proceed with the implementation of the Developer's proposal for the Property, it will be necessary to assemble and consider information relative to the design, economics and other aspects of the proposed Development and Infrastructure Improvements. The purpose of this Agreement is to allow the Developer an exclusive opportunity to assemble such necessary information, to refine the above-referenced development proposal, and to negotiate with the City and the EDA concerning the execution of the Contract which, if executed, will set forth the rights and responsibilities of the City, the EDA and the Developer with respect to the Development and Infrastructure Improvements.

Section 2. Present Intent of Parties. (a) It is the intention of the parties that this Agreement memorialize their present understandings and commitments, and if the following conditions can be fulfilled to the satisfaction of the City, the EDA and the Developer, the parties may proceed to use their best efforts to negotiate a mutually satisfactory Contract, which Contract may include conveyance of the Property:

- (i) The Developer demonstrates the market-feasibility of the Development;
 - (ii) The Developer demonstrates that sources of financing for the Development are available to the Developer, and if Developer requests business subsidy assistance or financial incentives from the City or the EDA, such assistance or incentives are necessary to make Developer's development proposal financially feasible and Developer provides security adequate to reasonably justify any such City or EDA investment in the Development;
 - (iii) Resolution of any land use and site design issues with respect to the Development and Infrastructure Improvements; and
 - (iv) The Project is awarded low-income housing tax credits by MHFA sufficient for the Development; and
 - (v) Satisfaction of such other reasonable and customary conditions as are determined to be appropriate by either party.
- (b) Presently, the parties anticipate that the Contract will provide the following terms:
- (i) The City will convey title to and possession of the Property to the EDA, and the EDA will simultaneously convey title to and possession of the Property to the Developer for a purchase price of One Dollar and No/100 (\$1.00), as provided in Section 7 hereof, and subject to satisfaction of contingencies specified in the Contract. The value of the Property shall be determined by a third-party appraiser.
 - (ii) The Developer will construct the Project on the Property, in accordance with the Contract.
 - (iii) The Developer will construct the Infrastructure Improvements, in accordance with City standards, as set forth the Contract.
 - (iv) The EDA will provide pooled tax increment revenues to pay costs associated with the Infrastructure Improvements, in an amount not to exceed \$500,000, in accordance with the Contract.

The Contract (together with any other agreements entered into between the parties hereto or contemporaneously therewith) when executed will supersede all obligations of the parties hereunder.

Section 3. Developer's Undertakings. During the term of this Agreement, the Developer shall:

- (i) Submit to the City and EDA a design proposal to be approved in concept by the City and the EDA showing the location, size, and nature of the Development, including floor layouts, renderings, elevations, and other graphic or written explanations of the Development, and the Infrastructure Improvements meeting City standards; provided, however, such approval shall be for purposes of this Agreement only and shall not constitute approval for purposes of obtaining a building permit or any other purpose;
- (ii) Submit to the City and EDA an over-all cost estimate for the design and construction of the Development and Infrastructure Improvements;

(iii) Submit to the City and EDA a proposed schedule for all phases of the Development and Infrastructure Improvements;

(iv) Undertake and obtain such other preliminary economic feasibility studies, income and expense projections, financing commitments and such other economic information as the Developer may desire to further confirm the economic feasibility and soundness of the Development;

(v) Submit to the City and EDA the Developer's financing plan showing that the Development is financially feasible, and, to the extent Developer seeks public financial assistance in any form (including reduced land cost, waiver of fees, and tax increment financing), evidence that such assistance is reasonably necessary to make the Development financially feasible; and

(vi) Submit to the City and EDA pro forma operating and financial data and projections for the Development evidencing the Developer's ability to undertake the Development.

(vii) Cooperate with the City and the EDA in meeting the requirements of any participating governmental entity with respect to the proposed public assistance, including providing to the City such additional information as the City and its fiscal and development consultant, Baker Tilly, may require to allow the City and its financial consultant to undertake a "but for" analysis for purposes of the Minnesota tax increment financing laws; and.

(viii) Negotiate the Contract in accordance with, and subject to, the terms hereof.

The costs of all undertakings by the Developer under this Section 3 shall be borne solely by the Developer. All of the information and materials described in this Section 3 shall be the property of the Developer.

Section 4. City's and EDA's Undertakings. During the term of this Agreement, the City and/or the EDA shall undertake the following:

(i) Make available to the Developer all engineering drawing and other similar materials with respect to the Property, to assist Developer in its efforts under this Agreement;

(ii) Make available City/EDA staff for consultation with respect to the preparation and review of the items described in Section 3 of this Agreement; and

(iii) In the event the Developer requests public financial assistance in connection with the Development and Infrastructure Improvements, the City will cause its fiscal and development consultant, Baker Tilly, to prepare a report for the City and the EDA, utilizing the documentation and information submitted by the Developer pursuant to Section 3, setting forth the following:

1. Whether any public financial assistance requested by the Developer in connection with the Development is appropriate; and

2. Whether there is anticipated to be sufficient cash flow from the Development and other sources of funding to pay all of the costs associated with the Development;

(iv) Review zoning, planning and subdivision implications of the Development, as appropriate;

(v) Grant to the Developer a right of access to the Property for purposes of environmental and soil testing; provided that the Developer shall indemnify, save harmless, and defend the EDA and City, their respective officers, employees, agents, members, officials and representatives from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to the Property arising from or out of any occurrence in, upon or at the Property caused by the act or omission of the Developer in connection with Developer's entry on the Property. Further, Developer shall not permit any mechanics', materialmens' or other liens to stand against the Property or any part thereof for work or materials furnished to Developer in connection with the right of entry granted pursuant to this Agreement and Developer shall indemnify, defend and hold harmless the EDA and City from and against the same.

(vi) Keep the Developer fully apprised of the status and substance of the foregoing undertakings, as well as the accrued amount of reimbursable expenses described in Section 9 of this Agreement;

(vii) Negotiate the Contract in accordance with, and subject to, the terms hereof.

Section 5. Option Rights. (a) The parties currently anticipate that the Property will be conveyed to the Developer for the purchase price One Dollar and No/100 (\$1.00), subject to satisfaction of contingencies specified in the Contract. As noted in Section 6 hereof, the City and EDA may not sell, or negotiate for the sale of, any portion of the Property to any other person or entity during the term of this Agreement. As consideration for such exclusive rights, the agrees to pay the following amounts (referred to as the "Option Payments") on the following dates:

| Payment Required | Payment Due Date |
|-------------------------|---|
| Fifty Cents (\$.50/100) | Within five (5) business days following the Effective Date of this Agreement. |
| Fifty Cents (\$.50/100) | On the date of closing of the sale by the EDA and purchase by the Developer of the Property |

Failure by Developer to make any timely Option Payments as described in this Section will be an event of default permitting termination of this Agreement by the Authority under Section 12 hereof.

(b) If a Contract is executed within the terms of this Agreement, and the Property is conveyed to the Developer in accordance with its terms, the Option Payments paid to date shall be applied against the purchase price of the Property.

(c) If for any reason the Contract is not negotiated and executed within the term of this Agreement or any mutually approved extension thereof, or if this Agreement is terminated pursuant to Section 12 hereof (other than due to breach by the City or the EDA), or if the Contract is terminated pursuant to its terms for any reason (other than due to breach by the City or the EDA) before closing on conveyance of the Property to the Developer, then the City and the EDA shall retain all Options Payments made to the Authority to date. The Developer shall have no rights or interest in any interest earnings on the Option Payments or in the amount retained by the City and EDA under this Section. The substantial terms of this section shall be incorporated in any Contract entered pursuant to this Agreement.

Section 6. Exclusive Development Rights. During the term of this Agreement, the City and the EDA each agree that it will not negotiate or contract with any other party concerning the sale or

development of the Property. The Developer shall not assign or transfer its rights under this Agreement in full or in part, or enter into any subcontracts to perform any of its obligations hereunder, without the prior written consent of the City and the EDA.

Section 7. Conveyance Subject to Right of Re-entry. As of the date of this Agreement, the City owns the Property. If a Contract is executed within the terms of this Agreement, the City will convey title to and possession of the Property to the EDA, and the EDA will simultaneously convey title to and possession of the Property to the Developer, subject to all the terms and conditions of the Contract. The EDA's conveyance of the EDA Property to the Developer pursuant to the Contract will be made in the form of a quit claim deed (the "Deed"). The Deed will include a right of re-entry for breach of a condition subsequent in favor of the EDA (the "Right of Re-entry") for the Development. The condition(s) subsequent will be determined by the EDA in accordance with Minnesota Statutes Section 469.105 and set forth in the Deed conveying the EDA Property to the Developer in the form attached to the Contract. If the Developer breaches such condition(s) subsequent with respect to the Development, the Developer shall re-convey the Property back to the EDA. If the Developer fails to re-convey the Property to the EDA, the EDA may elect to exercise its right of reentry by commencing an action in Lyon County District Court to establish the breach of the condition subsequent. If the EDA establishes a breach of the condition subsequent, title to and the right to possession of the Property and title to all improvements located thereon reverts to the EDA, and the Developer is not entitled to any compensation from the EDA for the Property or the value of any improvements the Developer has made to the Property. The Developer must record any certificate of completion or certificate of release of the Right of Re-entry in the proper County land records at its expense.

Section 8. Negotiation of Contract. If all parties have satisfied their obligations hereunder and have each determined that they desire to move forward with the Development, the City and EDA shall prepare a draft Contract for negotiation between the parties. Nothing herein shall bind the parties to approve a Contract.

Section 9. City and EDA Costs. The Developer agrees that it will pay all out-of-pocket costs incurred by the City and the EDA in relation to the negotiation and execution of this Agreement, including, without limitation, all fees owed to the traffic, development, fiscal, legal, engineering, environmental and other consultants of the City and EDA. The Developer shall also be responsible for reimbursing the City and the EDA for all costs associated with the drafting of the Contract, and any other activities which the City and the EDA undertake in furtherance of the Development. To date, the Developer has deposited \$[____] with the City and the City has used such amount deposited to pay its costs associated with the City's and EDA's review of the Development. The City and EDA shall have the right to draw upon amounts remaining on deposit with it to pay its costs. The Developer agrees to maintain a deposit with the City in the amount of \$[____]. If the amount on deposit becomes depleted below \$[____], the City shall have the right to request that the Developer replenish such funds upon which the Developer shall, within 15 days of request by the City, remit to the City additional funds to be held on deposit so that the amount on deposit will equal \$[____]. If on termination of this Agreement, the amounts held by the City are insufficient to pay the City's and EDA's costs, the Developer shall be liable for any deficiency. If this Agreement is terminated in accordance with the terms hereof, or it expires and the parties do not move forward with the Development, any sums remaining on deposit with the City, after the City pays or reimburses itself and the EDA for all costs incurred to the date of termination, shall be returned to the Developer. The Developer's obligations under this section shall survive termination of this Agreement to the extent costs were incurred prior to the date of termination or to the extent that costs are incurred to enforce the Developer's obligations under this section.

Section 10. Effect of Approvals. No approval given by the City and the EDA hereunder or in connection herewith shall be deemed to constitute an approval of the Development for any purpose other than as stated herein and the process outlined in this Agreement shall not be deemed to supersede any

concept review, conditional use permit, vacation, subdivision, rezoning or other zoning or planning approval process of the City or the EDA relative to the development of real estate.

Section 11. Modifications. This Agreement may be modified and the term hereof may be extended only through written amendments hereto signed by all parties to this Agreement.

Section 12. Term of Agreement. (a) This Agreement shall be effective from the date of this Agreement through [_____, 20__], subject to earlier termination in accordance with this section. If for any reason a Contract has not been entered into by the parties within the term of this Agreement or any other mutually approved extension thereof, this Agreement shall be null and void and neither party thereafter shall have any liability or obligations to the other except as otherwise provided in Sections 5 and 9 hereof.

(b) This Agreement may be terminated by any party upon 30 days' written notice to the other parties if:

- (i) A party fails to perform any of its obligations hereunder, and fails to cure the default within 30 days after receipt of written notice thereof; or
- (ii) An impasse has been reached in the negotiation of any material term of the Contract.

Upon termination under this section 12(b), neither party thereafter shall have any liability or obligations to the other except as otherwise provided in Sections 5 and 9 hereof.

Section 13. Indemnification. The Developer agrees to indemnify, defend and hold harmless the City and the EDA and their respective officers, employees, agents, members, officials and representatives from and against any claims, demands, suits, costs, expenses (including reasonable attorneys' fees) actions or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development; including, without limitation, any claim by a land owner or tenant located on the Property to be entitled to relocation costs and related expenses.

Section 14. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement.

Section 15. Notices. Notice, demand, or other communication from one party to another party shall be deemed effective if sent by certified mail, postage prepaid, return receipt requested or delivered personally to a party at its address listed below, or at such other address as such party may designate in writing to the other party:

As to the City:

City of Marshall
344 West Main St.
Marshall, MN 56258
Attn: [_____]

As to the EDA:

Marshall EDA
344 West Main St.
Marshall, MN 56258
Attn: Lauren Deutz, Economic Development Director

Email: lauren.deutz@ci.marshall.mn.us

As to the Developer:

RCIL Land Holdings, LLC
2001 Killebrew Drive, Suite 100
Minneapolis, MN 55425
Attn: Tim Trimble
Email: ttrimble@tapestrycompanies.com
Phone: 612-859-1910

Section 16. Effective Laws. This Agreement shall be construed in accordance with the laws of Minnesota, and any disputes shall be adjudicated in Lyon County district courts.

Section 17. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

IN WITNESS WHEREOF, the City, the EDA and the Developer have caused this Preliminary Development Agreement to be signed by their respective duly authorized representatives as of the date and year first written above.

CITY OF MARSHALL, MINNESOTA

By: _____
Its Mayor

By: _____
Its: City Administrator

[Signature page to Preliminary Development Agreement]

**ECONOMIC DEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
MARSHALL, MINNESOTA**

By: _____
Its President

By: _____
Its: Executive Director

[Signature page to Preliminary Development Agreement]

RCIL LAND HOLDINGS, LLC

By: _____

Name: _____

Its: President

[Signature page to Preliminary Development Agreement]

EXHIBIT A

Property



EXHIBIT C

Option Agreement

THIS REAL ESTATE OPTION AGREEMENT (“**Agreement**”) is made and entered into as of this ____ day of _____, 2023 (the “Effective Date”), by and between the City of Marshall, Minnesota (the “**City**”), a Minnesota municipal corporation, together with the Economic Development Authority in and for the City of Marshall, Minnesota (the “**EDA**”), a public body corporate and politic under the laws of Minnesota (collectively, the City and the EDA are the “**Seller**”) and RCIL Land Holdings, LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS:

A. The City owns certain real property, which is located in Lyon County, Minnesota, identified as parcel no. 27-819005-0 and legally described on Exhibit A attached hereto and hereby made a part hereof, together with all rights, title and interest appurtenant thereto (the “**Real Property**”); and

B. Buyer intends to purchase a portion of the Real Property, including [7.9] acres legally described on Exhibit B attached hereto and hereby made a part hereof (the “**Development Property**”) from Seller and to develop the Development Property; and

C. Seller wishes to grant Buyer an option to acquire the Development Property; and

D. Seller desires to grant to Buyer, and Buyer desires to obtain from Seller the Development Property, under the terms and conditions hereunder.

NOW, THEREFORE, in consideration of mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Grant of Option. In consideration of the Option Payments, as defined in Section 5(a) of the Preliminary Development Agreement, dated _____, 2023 (the “**Preliminary Development Agreement**”), by the City, the EDA, and the Buyer, paid by Buyer to Seller, receipt of the first of which (the “**Option Deposit**”) is hereby acknowledged by Seller, Seller hereby grants to Buyer a period of time of [] months from and after the Effective Date of this Agreement (the “**Option Deadline**”) the option to acquire the Development Property (the “**Option**”).

2. [Reserved]

3. Obligation to Purchase. If Buyer elects to exercise its Option, Buyer shall be obligated to purchase the Development Property from Seller under the terms stated herein. This provision shall be subject to specific performance.

4. Manner of Exercise of Option; Notices. If Buyer elects to exercise the Option, it shall do so by giving written notice thereof to Seller (such notice, an “**Option Notice**”) on or before the Option Deadline. An Option Notice shall be in writing and shall be deemed given on the date (i) delivered personally, (ii) deposited with the United States Postal Service, postage prepaid, registered or certified, return receipt requested, (iii) deposited with a national courier guaranteeing overnight delivery, or (iv) sent via facsimile or email with electronic delivery confirmed. Notwithstanding anything in this Agreement to the contrary, upon Buyer giving a written Option Notice to Seller, Buyer shall be obligated to acquire the

Development Property from Seller and shall pay all costs associated with such transaction, including, but not limited to the Purchase Price and the Seller's Costs, as defined below, and Buyer shall enter into a Contract for Private Development and a separate Purchase Agreement or a Purchase and Development Contract (collectively, the "**Development Agreement**") with Seller regarding the sale and development of the Development Property consistent with Minnesota law, including but not limited to Minnesota Statutes, Section 469.105.

5. Seller's Actions. Promptly upon receipt of an Option Notice from Buyer, Seller shall undertake all actions required in order for Seller to convey title of the Development Property to Buyer pursuant to the terms of this Agreement.

6. Purchase Price; Costs; Assessment.

6.1. The purchase price paid by Buyer to Seller for the Development Property shall be the sum of One Dollar and No/100 (\$1.00), less the amount of the Option Deposit (such sum, the "**Purchase Price**"). The Purchase Price shall be payable by certified check or wire transfer on the Closing Date (as hereafter defined).

6.2. In addition to the Purchase Price, Buyer shall also be required to reimburse Seller for any and all costs incurred by Seller in acquiring the Development Property and undertaking all actions required in order for Seller to obtain fee title to and effectuate development of the Development Property, including, without limitation, taxes and fees, attorneys' fees, document drafting fees, engineering fees, financial advisor fees and fees for the drafting various documents required for this transaction, including but not limited to the Preliminary Development Agreement and the Development Agreement (the "**Seller's Costs**"). Buyer shall, upon execution of this Agreement, provide a cash escrow in the amount of \$[REDACTED] to be used to reimburse Seller for the Seller's Costs. If such costs exceed the amount of the established escrow, Buyer shall, upon demand by Seller, pay such additional costs to Seller within ten (10) days of such demand, and provided further that the amount by which this deposit exceeds the Seller's Costs, if any, shall be returned to Buyer.

6.3. In the event Seller does not recover its costs as required by this Agreement, as an additional remedy, Seller may, at its sole discretion, assess the Development Property in the manner provided by Minnesota Statutes, Chapter 429, and Buyer hereby consents to the levy of such special assessments without notice or hearing and waives all rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, together with the funds deposited with Seller under this Section 6, does not exceed the expenses actually incurred by Seller. Further, Seller may, at its sole discretion, as an additional remedy, recover expenses actually incurred by Seller as service charges, in the manner provided by Minnesota Statutes, Sections 415.01, 366.011 and 366.012, and Buyer hereby consents to the levy of such assessments without notice or hearing and waives all rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, together with the funds deposited with Seller, does not exceed the expenses actually incurred by Seller pursuant to this Agreement.

6.4 This entire Section 6 shall survive termination of this Agreement and shall be binding on Buyer regardless of the enforceability of any other provision of this Agreement.

7. Closing. If Buyer shall become obligated to purchase the Development Property from Seller pursuant to this Agreement and the contemplated Development Agreement, the parties shall set a mutually agreeable closing date, which shall be as soon as reasonably practicable following the EDA's acquisition of fee title (the "**Closing Date**"). On the Closing Date, the EDA shall deliver to Buyer a Quit Claim Deed, duly executed and in recordable form, together with any such other documents as may be reasonably required by

Buyer's title insurance company to effectuate the conveyance of marketable title of the Development Property to Buyer. Upon the Closing Date, Buyer shall deliver to Seller the Purchase Price, together with any documents as may be reasonably required by Buyer's title insurance company to consummate the transaction. Buyer shall be responsible for any and all costs of the closing for the Development Property.

8. Exercise of Option. Notwithstanding anything in this Agreement to the contrary, upon Buyer giving a written Option Notice to Seller, Buyer shall be obligated to acquire the Development Property from Seller, and Buyer shall pay all costs for such transaction, including, but not limited to the Purchase Price and the Seller's Costs as set forth in this Agreement. Buyer shall also be required to enter into a Development Agreement (for any public financing assistance and for the Development Property) with Seller regarding the sale and development of the Development Property consistent with Minnesota law, including but not limited to Minnesota Statutes, Section 469.105. In the event that Buyer does not exercise the Option by the Option Deadline, then Seller shall retain the Option Deposit as full and complete consideration for the Option granted by this Agreement.

9. Property "As Is" / Buyer's Diligence. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE DEVELOPMENT PROPERTY OR ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. Buyer acknowledges that Buyer has already (or, prior to the Closing Date, will have) independently inspected the Development Property and, if Buyer shall deliver an Option Notice, then it shall do so based solely upon Buyer's own examination and inspection. Buyer agrees that the Development Property is to be sold to and accepted by Buyer upon the Closing Date in its then present condition, AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. To the extent possible, Seller shall permit Buyer access to the Development Property to conduct such inspections and tests thereof as Buyer may deem necessary or desirable prior to the Closing Date, provided that Buyer shall indemnify and save Seller harmless from any claims or liability arising from Buyer's tests and inspections of the Development Property.

10. Governing Law. This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Minnesota.

11. Execution in Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, all of which shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, the undersigned have signed this Real Estate Option Agreement as of the day and year first written above.

SELLER:

CITY OF MARSHALL, MINNESOTA

By: _____
Its Mayor

By: _____
Its: City Administrator

**ECONOMIC DEVELOPMENT
AUTHORITY IN AND FOR THE CITY OF
MARSHALL, MINNESOTA**

By: _____
Its President

By: _____
Its: Executive Director

[Signature pages to Real Estate Option Agreement]

BUYER:

RCIL LAND HOLDINGS, LLC

By: _____
Name: _____
Its: President

[Signature pages to Real Estate Option Agreement]

Exhibit A

Legal Description for the Real Property

[insert]

Exhibit B

Legal Description for the Development Property

[Insert]

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|-------------------------------------|---|
| Presenter: | E.J. Moberg |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Presentation of the 2022 City of Marshall Audit |
| Background Information: | Attached is the 2022-year end audit presentation for the City of Marshall. Nancy Schulzetenberg of BerganKDV will present the 2022-year end audit. |
| Fiscal Impact: | |
| Alternative/ Variations: | |
| Recommendations: | Approve the 2022-year end audit for the City of Marshall |

The background image shows a clean, modern workspace. On the left, a large computer monitor sits on a wooden stand. The screen displays the text 'DO MORE.' in white, bold, sans-serif font. To the right of the monitor, a desk holds a glass of water, a small potted plant, and some papers. In the background, there are shelves with books and more plants. The entire scene is overlaid with a semi-transparent white geometric shape that contains the title text.

**DO
MORE.**

City of Marshall
Audit Presentation
June 27, 2023

bergankov

Components of the Audit

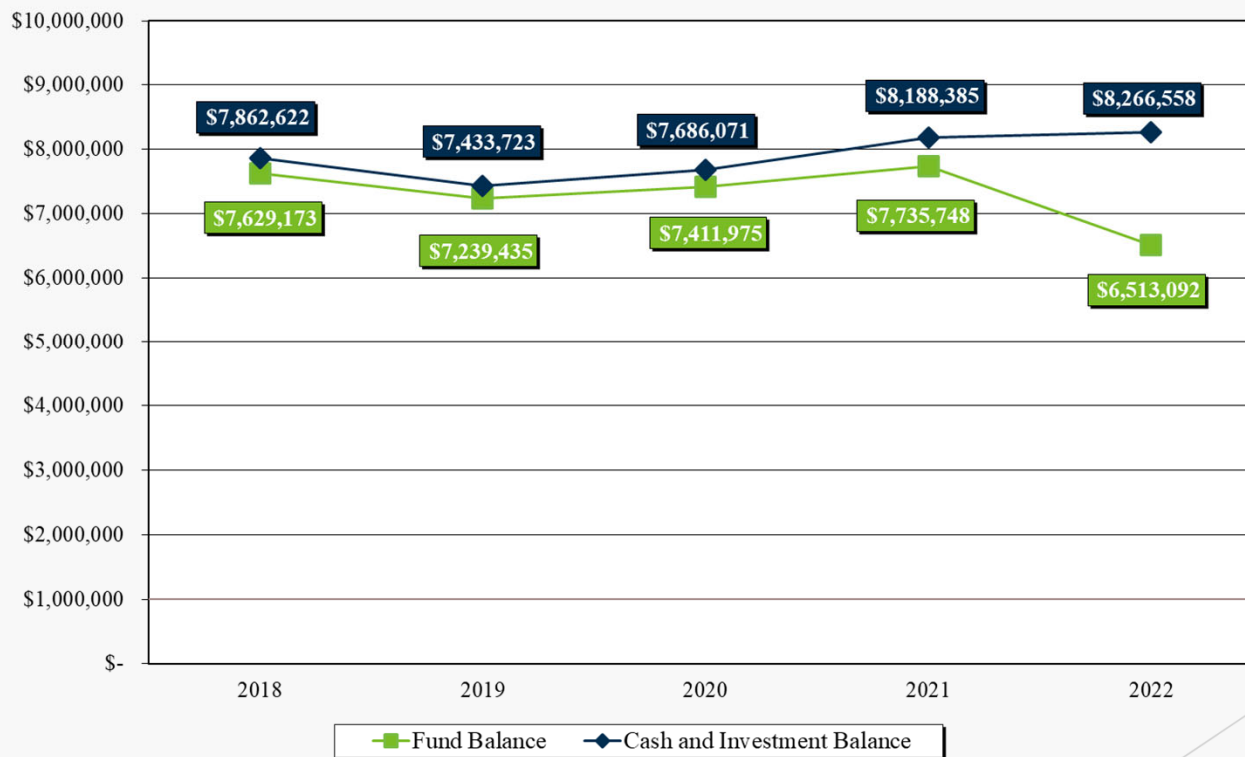
- Opinion on the City's Basic Financial Statements
 - Unmodified Opinion – Best opinion an auditor is able to offer
 - Provides assurance that the financial statements are fairly presented in all material respects
- Report on the results of an audit performed in accordance with *Government Auditing Standards*
 - No findings

Components of the Audit (Continued)

- Report on the results of testing on *Minnesota Legal Compliance*
 - No findings
- Required Communication
- Financial Analysis and Management Recommendations as provided in our Communications Letter

General Fund

Cash and Investments and Fund Balance

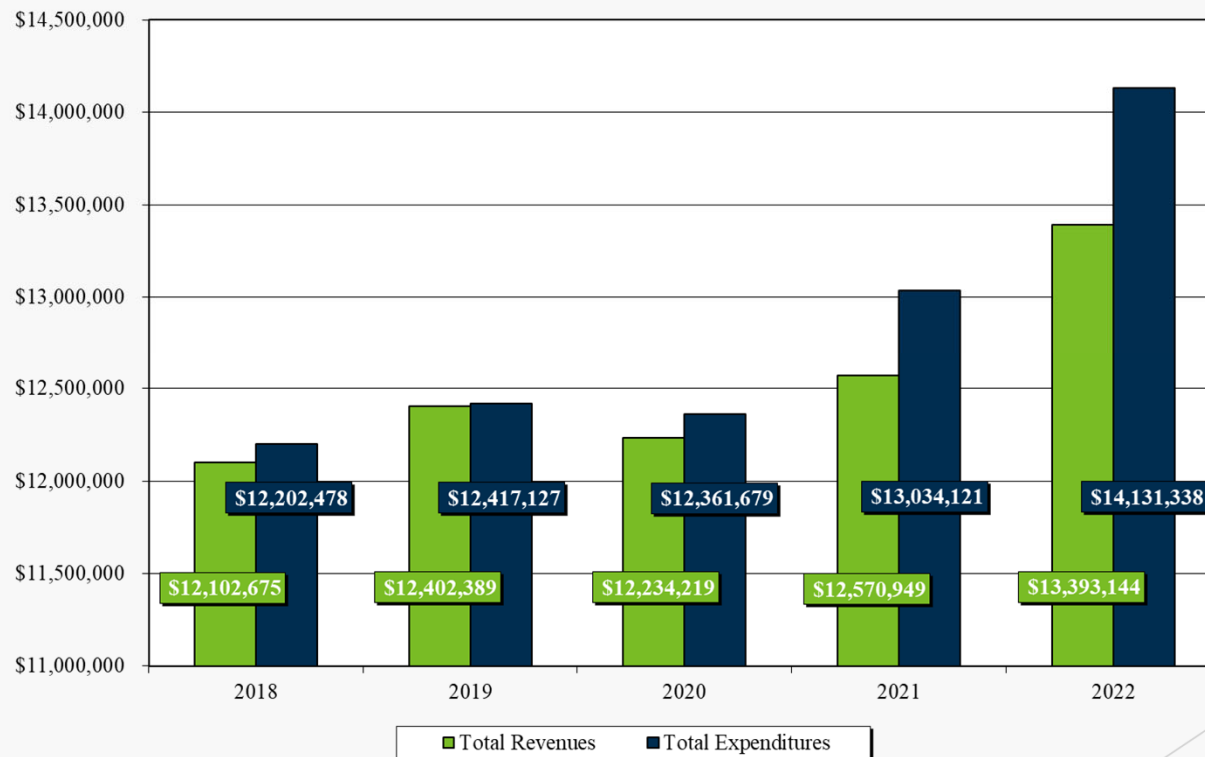


General Fund

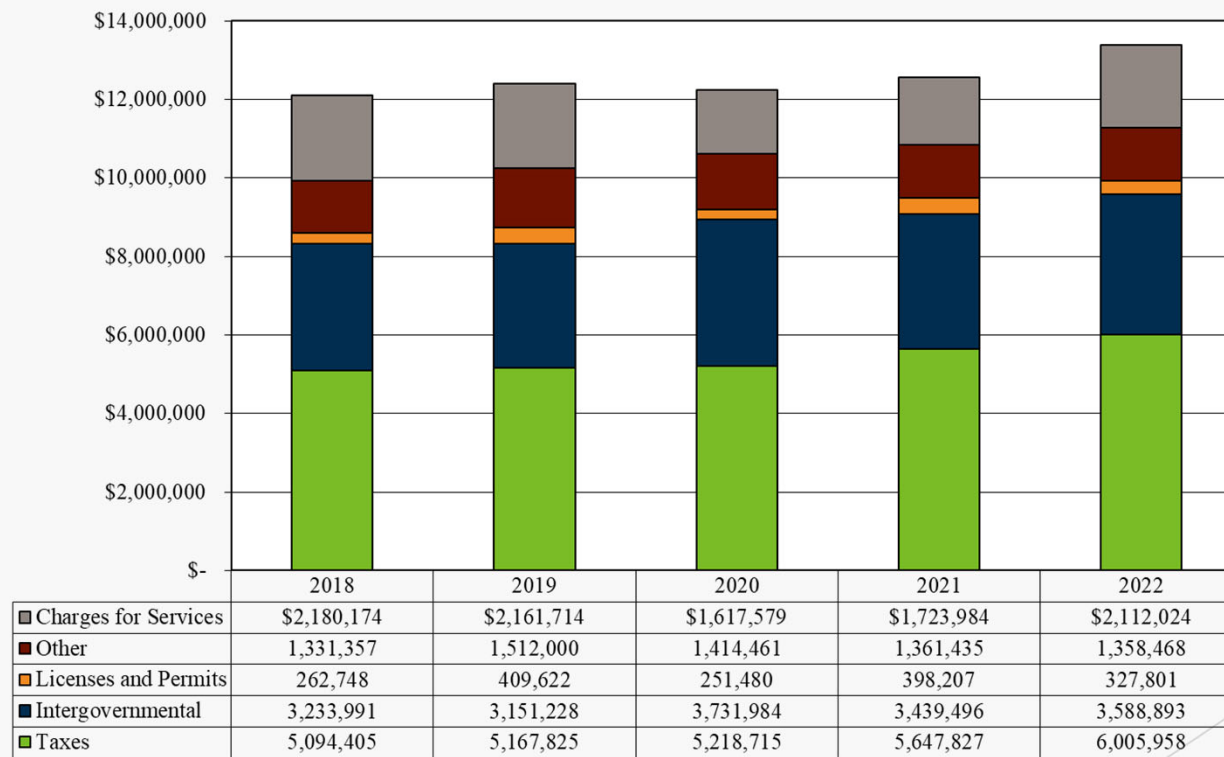
Revenues and Expenditures

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---------------|---------------|---------------|---------------|---------------|
| Revenues | \$ 12,102,675 | \$ 12,402,389 | \$ 12,234,219 | \$ 12,570,949 | \$ 13,393,144 |
| Expenditures | 12,202,478 | 12,417,127 | 12,361,679 | 13,034,121 | 14,131,338 |
| Proceeds from the sale of capital assets | 29,945 | 5,160 | - | - | - |
| Net transfers | 327,105 | (375,000) | 300,000 | 50,000 | 252,483 |
| Net change in fund balance | \$ 257,247 | \$ (384,578) | \$ 172,540 | \$ (413,172) | \$ (485,711) |

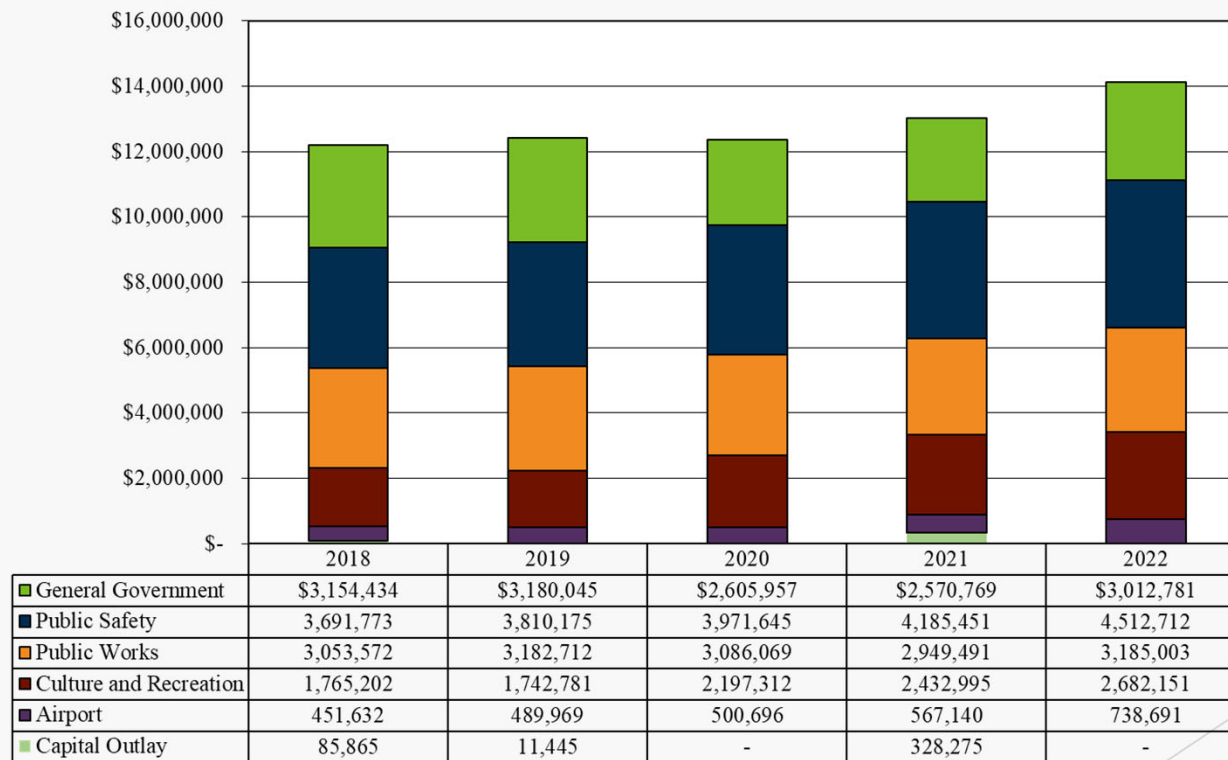
General Fund Revenues and Expenditures



General Fund Revenues



General Fund Expenditures



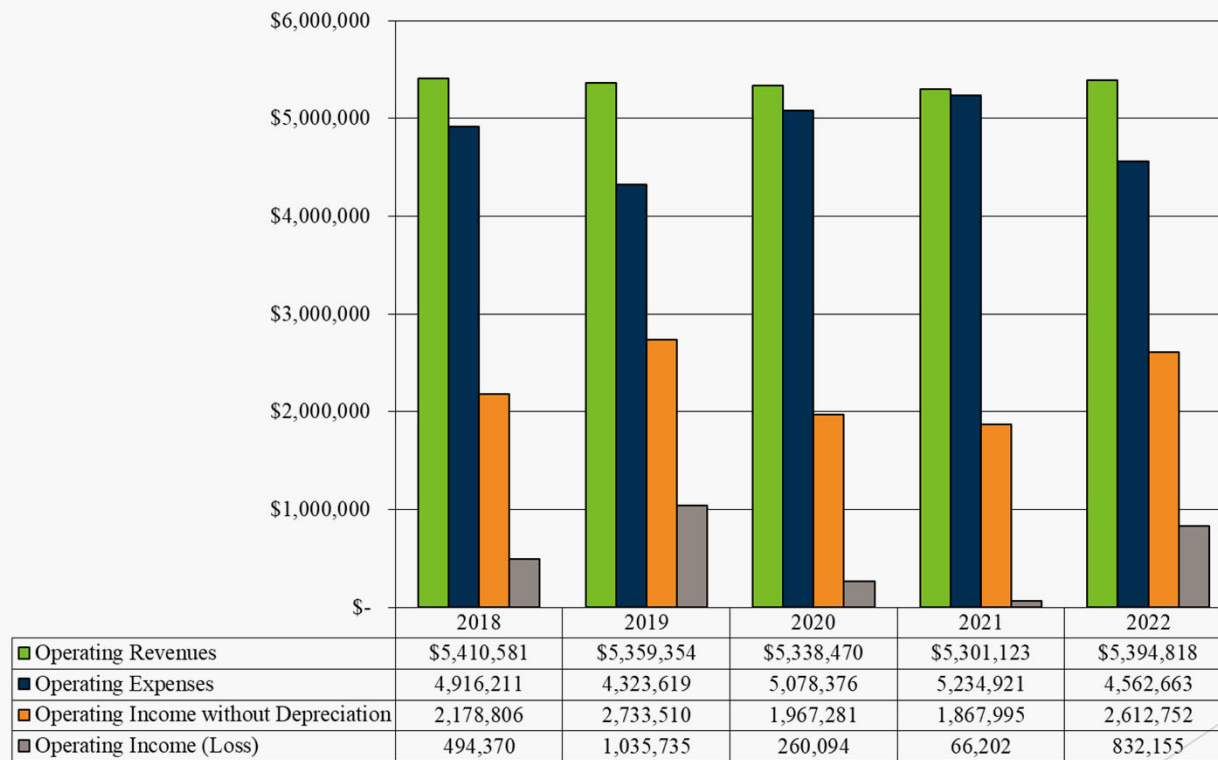
General Fund

Budgetary Comparison

| | Original Budget | Final Budget | Actual Amounts | Variance With Final Budget - Over (Under) |
|---|---------------------|---------------------|---------------------|---|
| Revenues | | | | |
| Taxes | \$5,852,425 | \$5,852,425 | \$6,005,958 | \$ 153,533 |
| Licenses and permits | 309,770 | 309,770 | 327,801 | 18,031 |
| Special assessments | 600 | 600 | 2,201 | 1,601 |
| Intergovernmental | 4,054,363 | 4,054,363 | 3,588,893 | (465,470) |
| Charges for services | 2,325,359 | 2,325,359 | 2,112,024 | (213,335) |
| Fines and forfeitures | 112,900 | 112,900 | 95,638 | (17,262) |
| Investment earnings | 30,689 | 30,689 | (378,523) | (409,212) |
| Miscellaneous | 1,137,944 | 1,137,944 | 1,639,152 | 501,208 |
| Total revenue | 13,824,050 | 13,824,050 | 13,393,144 | (430,906) |
| Expenditures | | | | |
| General government | 3,535,598 | 3,535,598 | 3,012,781 | (522,817) |
| Public safety | 4,308,931 | 4,308,931 | 4,512,712 | 203,781 |
| Public works | 3,090,911 | 3,090,911 | 3,185,003 | 94,092 |
| Culture and recreation | 2,673,496 | 2,673,496 | 2,682,151 | 8,655 |
| Airport | 708,773 | 708,773 | 738,691 | 29,918 |
| Total expenditures | 14,317,709 | 14,317,709 | 14,131,338 | (186,371) |
| Excess of revenue (under) expenditures | (493,659) | (493,659) | (738,194) | (244,535) |
| Other Financing Sources (Uses) | | | | |
| Net transfers | 321,228 | 321,228 | 252,483 | (68,745) |
| Net change in fund balances | \$ (172,431) | \$ (172,431) | \$ (485,711) | \$ (313,280) |

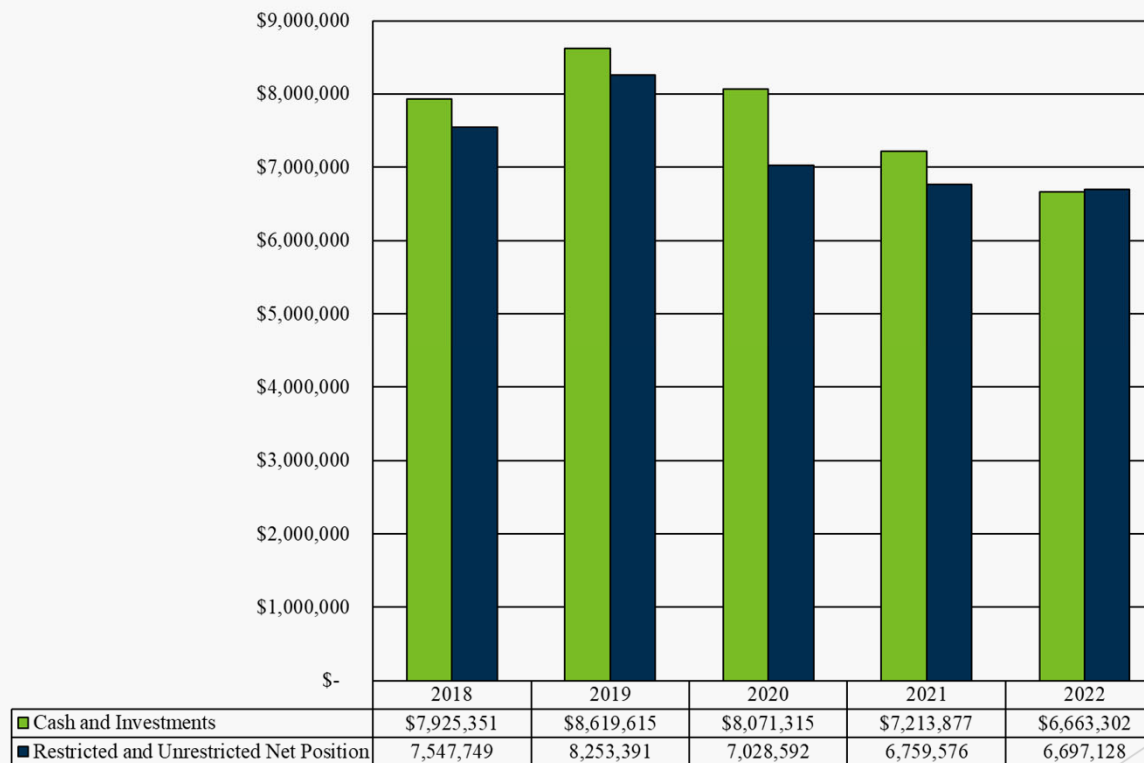
Enterprise Funds

Wastewater Treatment Operations



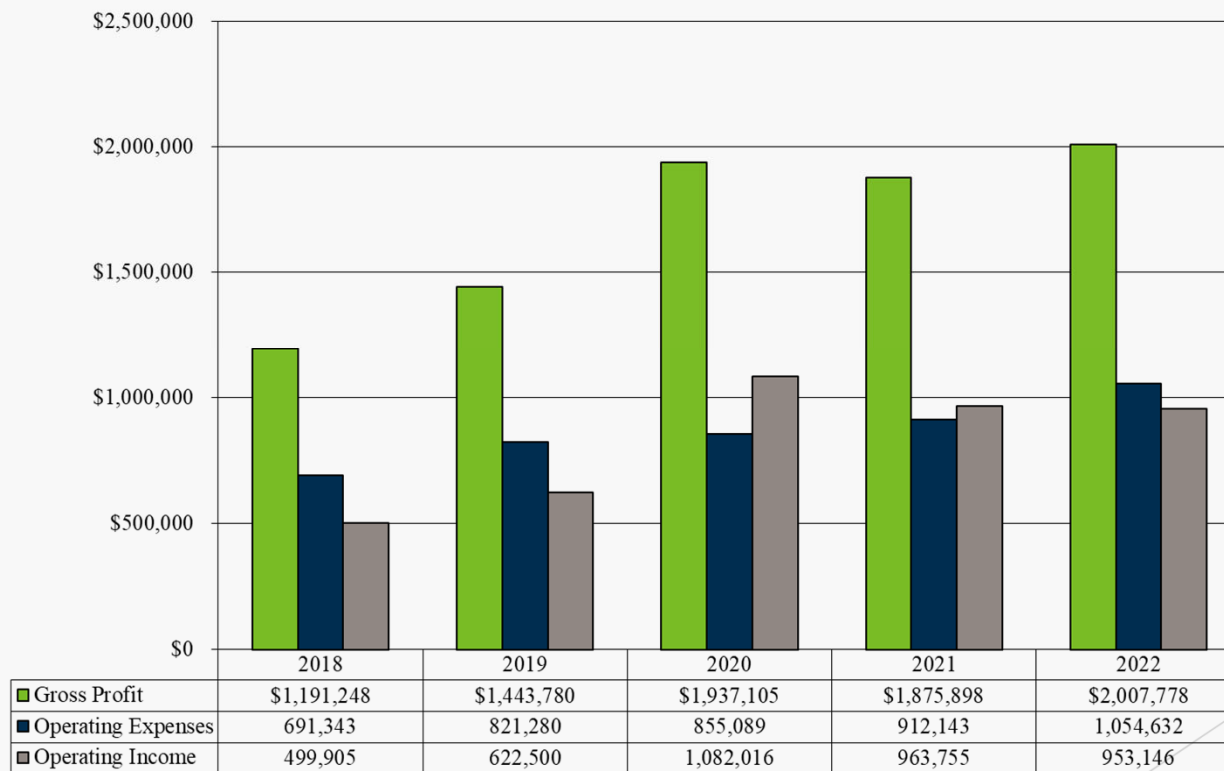
Enterprise Funds

Wastewater Treatment Fund



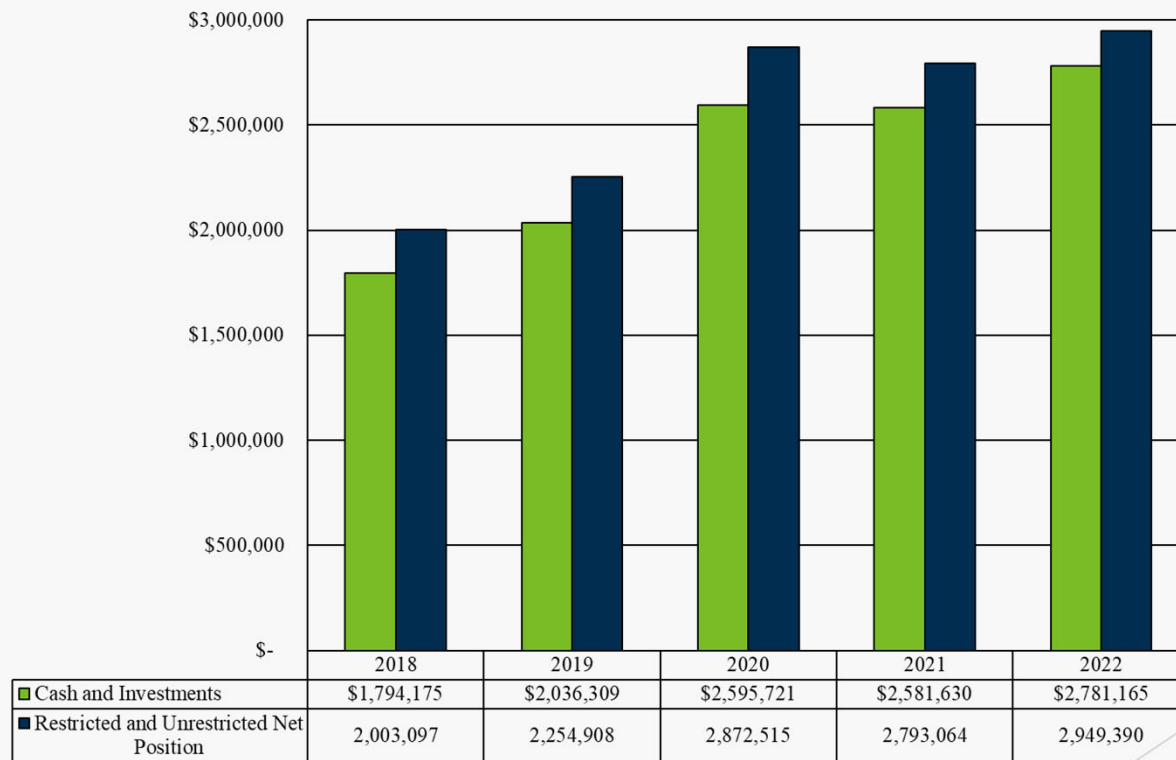
Enterprise Funds

Municipal Liquor Store Operations



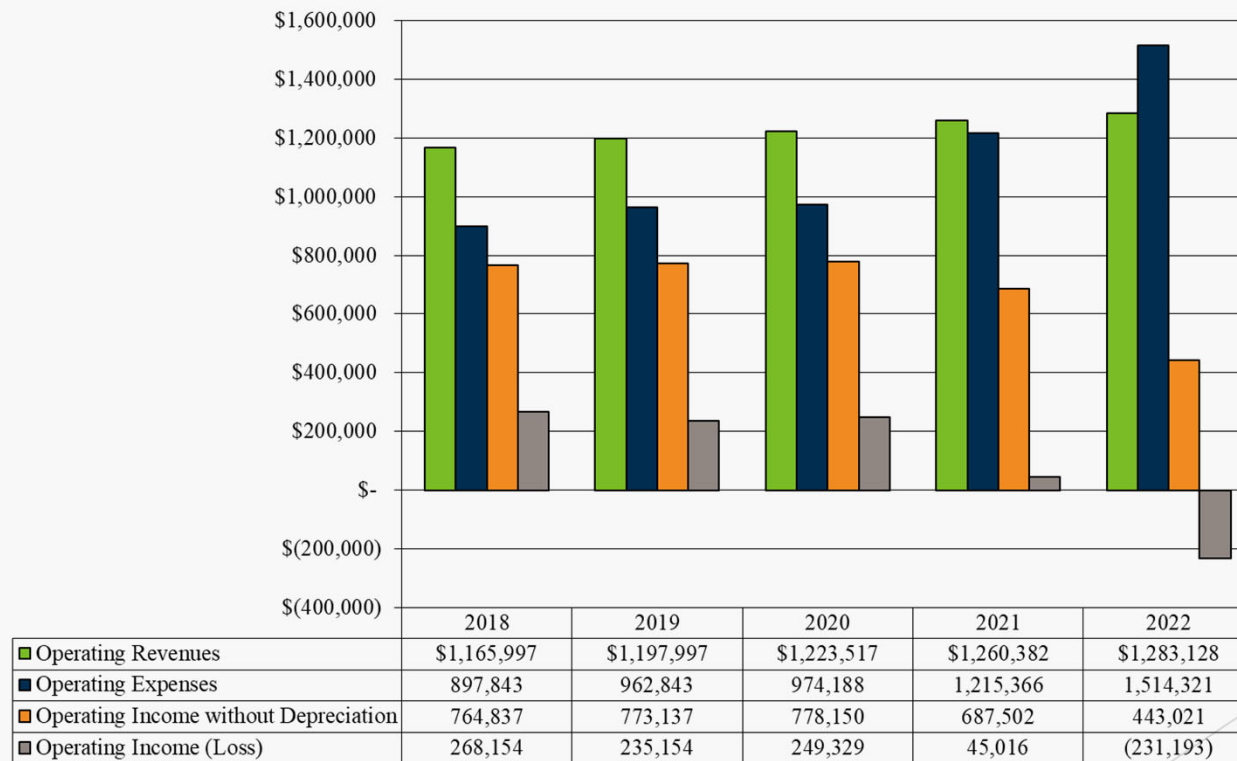
Enterprise Funds

Municipal Liquor Store Fund



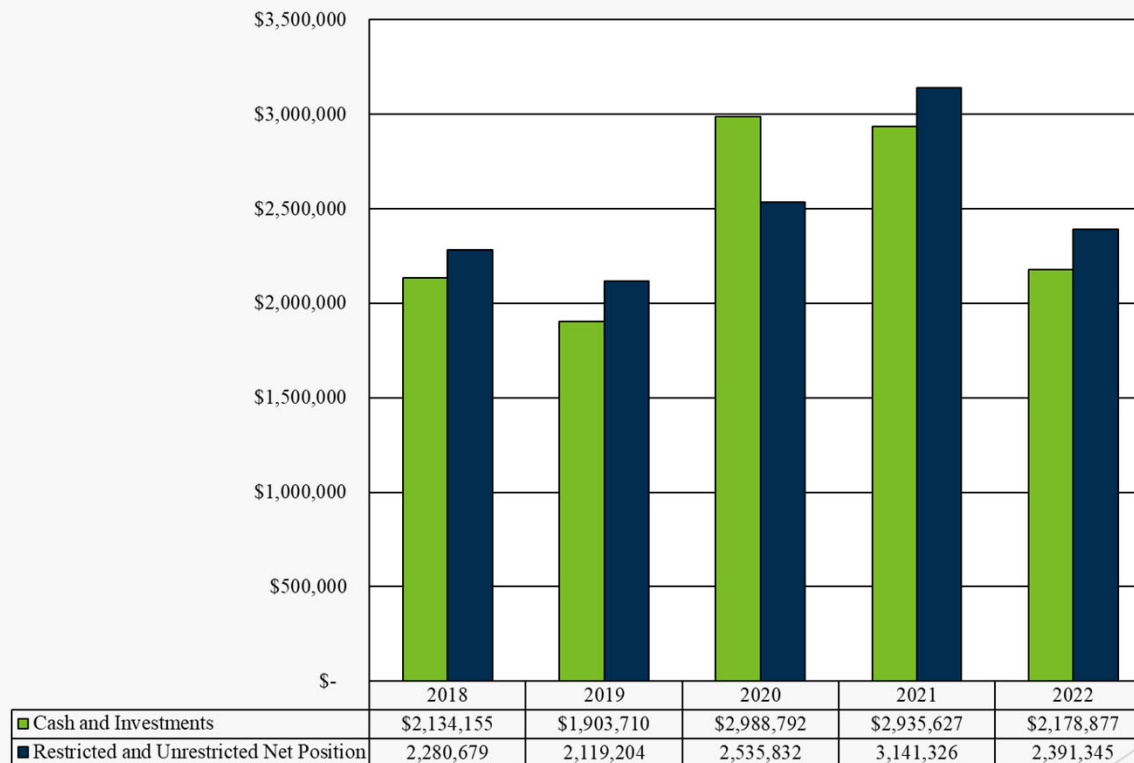
Enterprise Funds

Surface Water Management Operations



Enterprise Funds

Surface Water Management Fund



Governmental Funds Revenue Per Capita

Governmental Funds Revenue Per Capita with State-Wide Averages by Population Class

| Year Population | State-Wide* | | | City of Marshall** | | |
|--------------------------------|-------------------|---------------|----------------|--------------------|----------|----------|
| | December 31, 2021 | | | 2020 | 2021 | 2022 |
| | 2,500-10,000 | 10,000-20,000 | 20,000-100,000 | 13,604 | 13,421 | 13,728 |
| Property taxes | \$ 560 | \$ 529 | \$ 557 | \$ 663 | \$ 737 | \$ 748 |
| Tax increments | 38 | 36 | 49 | 27 | 34 | 26 |
| Franchise fees and other taxes | 52 | 66 | 54 | 27 | 31 | 44 |
| Special assessments | 59 | 41 | 56 | 60 | 95 | 51 |
| Licenses and permits | 45 | 46 | 53 | 18 | 30 | 24 |
| Intergovernmental revenues | 421 | 293 | 202 | 460 | 465 | 418 |
| Charges for services | 136 | 111 | 108 | 141 | 152 | 180 |
| Other | 60 | 40 | 27 | 184 | 164 | 203 |
| Total revenue | \$ 1,371 | \$ 1,162 | \$ 1,106 | \$ 1,580 | \$ 1,708 | \$ 1,694 |

Governmental Funds Expenditures Per Capita

| Governmental Funds Expenditures Per Capita with State-Wide Averages by Population Class | | | | | | |
|--|-------------------|---------------|----------------|--------------------|----------|----------|
| Year Population | State-Wide* | | | City of Marshall** | | |
| | December 31, 2021 | | | 2020 | 2021 | 2022 |
| | 2,500-10,000 | 10,000-20,000 | 20,000-100,000 | 13,604 | 13,421 | 13,728 |
| Current | | | | | | |
| General government | \$ 168 | \$ 131 | \$ 116 | \$ 194 | \$ 195 | \$ 222 |
| Public safety | 326 | 296 | 327 | 304 | 326 | 343 |
| Public works | 144 | 124 | 112 | 287 | 258 | 246 |
| Parks and recreation | 108 | 124 | 107 | 294 | 319 | 341 |
| Other | 102 | 79 | 77 | 124 | 92 | 168 |
| Total current | \$ 848 | \$ 754 | \$ 739 | \$ 1,203 | \$ 1,190 | \$ 1,320 |
| Capital outlay and construction | \$ 523 | \$ 410 | \$ 317 | \$ 612 | \$ 549 | \$ 352 |
| Debt service | | | | | | |
| Principal | \$ 168 | \$ 161 | \$ 110 | \$ 266 | \$ 263 | \$ 272 |
| Interest and fiscal | 48 | 41 | 34 | 84 | 83 | 82 |
| Total debt service | \$ 216 | \$ 202 | \$ 144 | \$ 350 | \$ 346 | \$ 354 |

QUESTIONS?

Nancy Schulzetenberg, CPA

320.650.0219

[Nancy.Schulzetenberg](#)

[@bergankdv.com](#)

DO
MORE.



LET'S DO MORE, TOGETHER.

THANK YOU

19

BerganKDV is a leading professional services firm with a contagious culture; where growth is fostered and making a difference means something. Our values drive our decisions, and our passion is empowering people and creating a wow experience for our clients.

We are powered by people who do business the Midwest way delivering comprehensive business, financial and technology solutions including business planning and consulting, tax, assurance and accounting, technology, wealth management and turnaround management services. From tax reform to technology, we go beyond so you can...

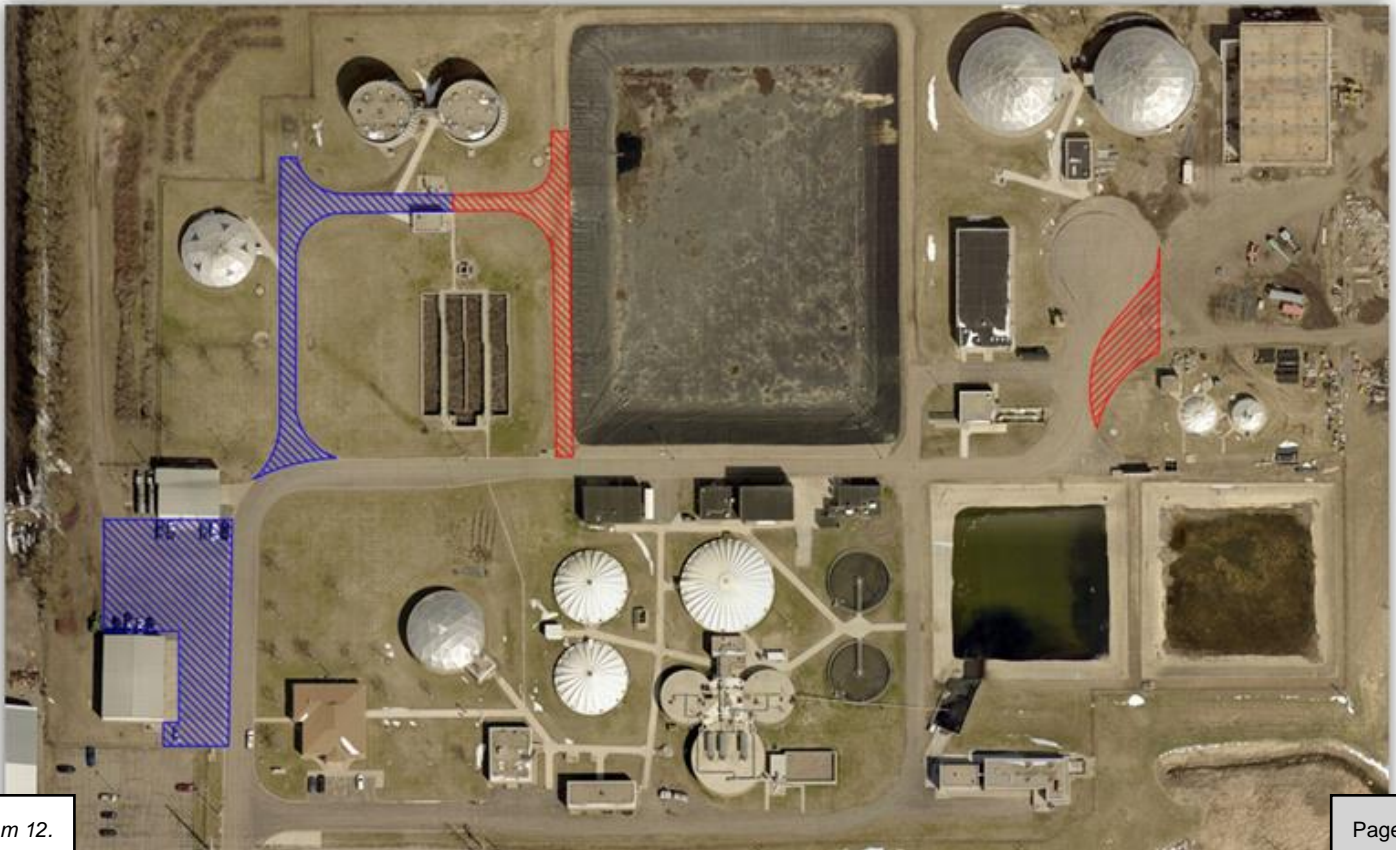
DO MORE.



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bergankdv.com | #starthere

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|---------------------------------|--|
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Project ST-002-2023: Bituminous Overlay on Various City Streets - Additional Paving at the Wastewater Facility |
| Background Information: | City project ST-002-2023 Bituminous Overlays includes a parking lot and an access road at the Wastewater Treatment Facility (WWTF). Both surfaces date back from the early 1990s and they are identified in blue below. The WWTF has two additional areas, shown in red below, that have erosion issues. Due to favorable bid pricing, city staff would like to pave these areas at the same time as the bituminous overlay project. One area is part of a semi loading turn-around, and the second area is a lift station access road adjacent to our equalization basin. |
| Fiscal Impact: | Wastewater's 2023 overlay budget has sufficient funds to cover the estimated additional amount of \$29,831.89. The original budget for overlay at the WWTF was \$149,500. The estimated cost to the WWTF budget for overlay, including this additional work, is \$86,053.86. |
| Alternative/ Variations: | No alternative actions recommended. |
| Recommendation: | that the Council authorizes the additional paving at the Wastewater Treatment Facility. |



CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|-------------------------------------|---|
| Presenter: | Sharon Hanson, EJ Moberg, See Moua Leske, ABE Director |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | NEW BUSINESS |
| Type: | ACTION |
| Subject: | Authorize Staff to Draft Final Lease Agreement with Adult Basic Education (ABE) Program Effective August 1, 2023 through July 31, 2024. |
| Background Information: | SMSU Social Sciences Building is proposing reconstruction to accommodate alternate education space for Marshall School District that will begin August 1 st and continue into next year. The Social Science building currently houses ABE. ABE has sought out alternate locations and has determined that City Hall space would be ideal in the interim. Staff are proposing to temporarily re-locate EDA during the term of the lease agreement to accommodate ABE and in addition, achieve lease revenue for the City. |
| Fiscal Impact: | \$9,408 for the 1-year lease. |
| Alternative/ Variations: | Do not authorize staff to draft final lease terms and conditions. |
| Recommendations: | Authorize Staff to Draft Final Lease Agreement with Adult Basic Education (ABE) Program Effective August 1, 2023 through July 31, 2024. |

MUNICIPAL LEASE **AGREEMENT**

THIS LEASE AGREEMENT, made and entered into as of this ____ day of _____, 2023, by and between the City, MN, a municipal corporation duly organized under the laws of Minnesota, hereinafter referred to as the “City”, and Marshall Independent School District 413 organized under the laws of Minnesota, hereinafter referred to as either “Lessee”.

W I T N E S S E T H:

WHEREAS, the LESSEE is a Minnesota public school district and intends to use the space for a community Adult Basic Education program; and

WHEREAS, the City has office space, excess office furniture, and office equipment available within City Hall to house and accommodate the LESSEE’s administrative operations, and the City has offered to lease such space, furniture, and office equipment to the LESSEE, and the LESSEE is agreeable to such offer; and

WHEREAS, the parties desire to enter into a formal Lease Agreement to outline their respective rights and obligations with each other respecting the lease and use of the office space within City Hall, and all in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the rents and covenants hereinafter mentioned, the parties agree as follows:

I. LEASED PREMISES

The City does hereby lease to the Lessee and to permit occupancy and use thereof, and Lessee does hereby agree to take from the City, that portion of City Hall administrative office space described on the diagram marked as Exhibit A attached to this Lease Agreement (hereinafter referred to as the “Leased Premises”). The Leased Premises consists of an approximate 784 square foot area comprising the City’s Economic Development office and the Addison conference room.

To have and to hold the Leased Premises without any liability or obligation by the City of Marshall making any additional alterations, improvements or repairs of any kind or nature on or about the Leased Premises, except as hereinafter provided.

II. LEASE TERM

The City hereby grants to Lessee permission to use the Leased Premises for the purposes set forth herein for a term of 1 years, commencing on August 1, 2023, and terminating on July 31, 2024.

If Lessee wishes to renew the Lease Agreement, it shall express that interest by written notice given to the City at least sixty (60) days prior to the end of the term or period of the Lease Agreement then in effect. The City shall thereafter by resolution of the City Council, renew this Lease Agreement on or before the commencement of the renewal term. During each renewal term, all the terms, conditions, and covenants set forth or otherwise incorporated by reference in

this Lease Agreement, except the amount of annual rent, shall continue and remain in force. City Council consent will not be unreasonably withheld.

III. RENT

As consideration for the Leased Premises, Lessee agrees to pay the City an initial annual rent in the sum of \$9,408, to be paid in monthly installments of \$784 payable on the first day of each month, or, if elected by LESSEE, payable on a quarterly basis in equal installments of \$2,352.

If the Lessee fails to make a rent payment to Lessor by the 10th of any month, then Lessee shall also pay the Lessor a late charge of fifty dollars (\$50). The parties hereto agree that such late charge payment represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Any rent payment made after the 10th of any month shall bear an annual interest rate of five percent (5%). If a rent payment is not made with the applicable late charge and interest payment within 30 days of the first of the month, then Lessor has the option to terminate this Agreement.

IV. USE OF PREMISES

Lessee may use the Leased Premises solely for the purposes of operating and maintaining its business and administrative office for administration of the functions of the Adult Basic Education program, including general office use, storage of supplies and general program support.

Lessee will also have access to and use of excess City furniture and office equipment as the same may become available during the term(s) of this Lease Agreement.

Lessee will use the Leased Premises in compliance with all Federal, State, local laws and regulations. If for any reason Lessee's use of the Leased Premises fails to comply with such laws or regulations, and Lessee fails to bring its use into compliance within sixty (60) days after written notice of such non-compliance, the Lease shall be terminated as provided herein, unless sooner if authorized by such law.

Access to and from the Leased Premises requires use of other City property adjacent to the Leased premises and such use is granted on a non-exclusive basis. For purposes of this Lease Agreement, access, whether specifically defined or not, is included under the definition of the Leased Premises. Lessee understands and agrees that the City shall apply all of the terms of this Lease Agreement to any property adjacent to the Leased Premises which Lessee may occupy just as though the property had been specifically described herein.

V. UTILITIES AND REPAIRS

Lessee shall, at its sole cost and expense, acquire necessary telecommunication services for its operations within the Leased Premises, including internet, or, if mutually agreeable to the parties, to reimburse the City a negotiated fee for use of the City's existing telecommunications network. Lessee's rent payment otherwise includes charges for heat, lighting, janitorial, and refuse disposal during the period of its occupancy of the Lease Agreement. The City will also furnish water and sewer services at no additional cost to the Lessee.

Lessee agrees to keep the Leased Premises in neat and reasonable order. However, the City shall remain solely responsible for upkeep and maintenance of common areas and the exterior grounds of City Hall, including removal of snow from the parking lot area(s) and any other outdoor areas serving the Leased Premises.

The City does not guarantee that the Leased Premises are suited for the Lessee's intended use.

Lessee may install such signs in and about City Hall and the Leased Premises, but only after approval by the City and, in the case of exterior signage, only where consistent with the LESSEE's Sign Ordinance.

Lessee shall have primary responsibility for the security of its equipment, personal property, and any other leasehold improvements, and as part of any improvements.

Lessee shall bear its proportional share, based on square footage, of any special assessments imposed on the property containing the Leased Premises.

VI. RIGHT TO ENTER

The City may enter upon the Leased Premises at any reasonable time for the purpose of inspecting the premises, provided that entry and inspection does not interfere with the Lessee's use and enjoyment of the Leased Premises. In addition, Lessee, at all times, shall allow the City, in particular, the Public Safety Director and Fire Chief or their designees, to enter upon the Leased Premises to ensure Lessee's compliance with the terms and conditions of this Lease Agreement. Should such inspection disclose or should information coming to the attention of the City Administrator disclose, that any of the structure, fixtures or operations of the Lessee on the Leased Premises are unsafe or pose a hazard or danger to the public health or welfare, the City Administrator shall give the Lessee notice of the condition or violation and Lessee shall be required to promptly correct such condition or violation.

Moreover, Lessee's use of the Leased Premises shall not interfere in any way with City's operations or its maintenance and repair activities in or about City Hall generally and including the Leased Premises. The City at all times during this Lease Agreement, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the City Hall building generally and to temporarily interfere with Lessee's use and leasehold improvements as may be necessary for City to carry out such activities. City shall endeavor to give no less than forty-eight (48) hours prior notice of such activities to Lessee and to reasonably cooperate with Lessee to carry out such activities with a minimum amount of interference with Lessee's use. Except in emergencies, no interference of Lessee's use shall exceed 24 hours unless agreed to in advance by Lessee. In such cases, and to the extent reasonably possible, City agrees to make a good faith effort to provide workspace in another portion of City Hall during any such periods of interferences.

VII. SUBLEASING ASSIGNMENT AND MORTGAGE

Lessee shall not sublet the whole or any part of the Leased Premises, nor assign, transfer, hypothecate, or mortgage the Leased Premises, this Lease Agreement or any or all of its rights hereunder. Any transfer, assignment or sublease to the contrary shall be voidable at the option of the City.

VIII. INSURANCE AND INDEMNITY

A. **Insurance.** Lessee shall at all times during the term of this Lease Agreement maintain insurance coverage for its operations. Lessee's coverage through _____ shall be considered sufficient coverage. The City shall provide Property Insurance Coverage for the Leased Premises; however, Lessee will be responsible for and may procure and receive the benefits of their own contents and personal property insurance.

Lessee shall be required to immediately notify City of any notice of termination, and of any actual termination of its insurance coverage the Lessee may receive. Annually the Lessee agrees to provide the City a copy of a Certificate of Insurance or Binder evidencing the above coverages and conditions.

Further, Lessee shall carry and be responsible for Workers Compensation Coverage and Unemployment Compensation Coverage for itself and its employees as required under the Laws of the State of Minnesota.

B. **Indemnity.** Lessee agrees to fully indemnify and hold harmless the City, its agents and employees, from and against all claims, actions, judgments, cost and expenses arising out of the damage or injuries to third persons or other property, caused by the fault or negligence of Lessee, its agents, and employees in the use, occupancy or maintenance of the Leased Premises, including those claims that might arise under the Unemployment Compensation or the Workers Compensation Act of the State of Minnesota, on behalf of Lessee, employees, or other persons while so engaged in the performance of any services contemplated under this Lease Agreement; provided, however, that Lessee shall not be liable for any injury or damage or loss occasioned by the negligence or willful misconduct of the City, its agents, or employees; and provided further that the Lessee shall give to City prompt and reasonable notice of any such claims or actions and City shall have the right to investigate, comprise and defend the same. Nothing herein shall constitute a waiver by either party of any exclusions or limitations on liability provided by Minnesota Statutes, Chapter 466, or such other law as may apply.

IX. QUIET ENJOYMENT

City agrees that on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the Leased Premises and all the rights granted hereunder without interference by City except as provided in this Lease Agreement.

X. CANCELLATION/TERMINATION

A. **By Mutual Consent.**

This Lease Agreement may be terminated at any time by mutual consent of City and Lessee.

B. **Cancellation by Lessee.**

In addition to any other rights herein given to the Lessee, the Lessee may cancel this Lease Agreement in its entirety and terminate all or any of its obligations hereunder at any time, by sixty (60) days written notice to the City. Notice shall be given as provided in Paragraph XVIII.

C. **Cancellation by City.**

In addition to any rights of cancellation or any other rights herein given, City may cancel this Lease Agreement in its entirety and terminate all or any of its obligations hereunder as follows:

- i. Upon sixty (60) days written notice to Lessee, as provided in Paragraph XVIII; or
- ii. If any term, covenant or condition of this Lease Agreement on the part of Lessee to be kept and performed shall be violated or neglected and shall not be corrected by the Lessee within thirty (30) days delivery by City to Lessee of written notice of the default, or such longer period as the City may provide in the notice, then the City shall have the right and option to terminate this Lease Agreement; provided, however, that before any such right of termination is exercised, the City Council shall give reasonable notice to the Lessee and extend it an opportunity to appear before and be heard by the City Council. The decision of the City Council shall be final.

XI. CIVIL RIGHTS

Lessee shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, marital status, disability, sexual orientation, age, or status with regard to public assistance against any person in employment at, access to and use of the facilities and services operated or otherwise maintained on the Leased Premises. Lessee shall operate and maintain such facilities and services in compliance with the provisions of the Minnesota Human rights Act, Minnesota Statute Sections Chapter 363A, as the same may be amended from time to time. These statutory provisions are incorporated in this Lease Agreement as if set forth in their entirety.

XII. MISCELLANEOUS

Any alteration, modification or variation of this Lease Agreement shall be reduced to writing as an amendment and signed by each of the parties.

XIII. MERGER CLAUSE

It is understood and agreed that the entire agreement of the parties is contained herein and that this Lease Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Lease Agreement are incorporated or attached and deemed to be part of this Lease Agreement.

XIV. SEVERABILITY

The provisions of this Lease Agreement shall be severable, and the invalidity of any paragraph, sub-paragraph, or sub-division thereof, shall not make void another paragraph, sub-paragraph, sub-division or any other part.

XV. WAIVER

Waiver by the City of any default and performance by Lessee of any of the terms or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

XVI. LAWS

Lessee agrees to comply with all Federal, State and local laws, ordinances, and regulations that may pertain or apply to the Leased Premises and Lessee's activities and operations thereon. City agrees to comply with all Federal, State and local laws, ordinances, and regulations that may pertain to its premises and carrying out the provisions of this Lease Agreement.

XVII. SUCCESSORS IN INTEREST

It is mutually agreed that all the terms and conditions of this Lease Agreement shall extend, apply to and firmly bind all successors in interest of the respective parties.

XVIII. NOTICES

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and served personally on the City or Lessee, or deposited in the United States Mail, postage prepaid, and addressed as follows:

| | |
|--------------------------|---------------------------------|
| City of Marshall | Independent School District 413 |
| City Hall | Adult Basic Education Program |
| 344 W Main St | 401 S Saratoga St |
| Marshall, MN 56258 | Marshall, MN 56258 |
| Attn: City Administrator | Attn: See Moua Leske |

XIX. SCRIVENER'S CLAUSE

The parties acknowledge that this Lease Agreement has been openly negotiated between the parties and that no one party has prepared this Lease Agreement, and its construction, therefore, should not be construed against the scrivener.

XX. NO THIRD-PARTY RIGHTS

The parties to this Lease Agreement do not intend to confer on any third party any rights under this Lease Agreement and no such rights are conferred.

XXI. RELATIONSHIP OF LANDLORD AND TENANT

This Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any association between the Lessor and Lessee, the sole relationship between the parties under this Agreement is that of Lessor and Lessee. To the extent a court of competent jurisdiction does, despite this paragraph, find a joint venture or enterprise, the liability limited of the parties shall not be added together and, instead, the total liability for the parties shall not exceed the limits on governmental liability for a single entity consistent with Minnesota Statutes, Section 471.59.

XII. DATA PRACTICES.

The parties acknowledge that this Agreement is subject to Chapter 13 of Minnesota Statutes, the Minnesota Government Data Practices Law.

XXIII. COUNTERPARTS

This Lease Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and year first above written.

CITY

LESSEE

By: _____
Mayor

By: _____

By: _____
City Administrator

By: _____

STATE OF MINNESOTA)
) **ss.**
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20XX, _____ and _____, the _____ and _____ of the City of _____, a municipal corporation under the laws of Minnesota, on behalf of the corporation.

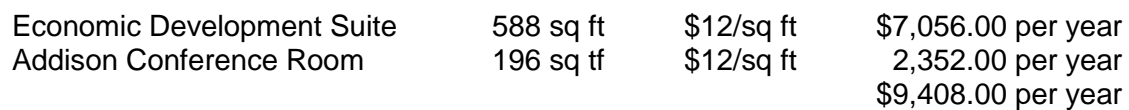
Notary Public

STATE OF MINNESOTA)
) **ss.**
COUNTY OF LYON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ and _____, the _____ and the _____ of the _____, a _____ entity duly organized under the laws of Minnesota, on behalf of the LESSEE.

Notary Public

Description of Leased Premises



CITY MARSHALL, MINNESOTA

RESOLUTION NO. 23-051

Resolution authorizing negotiation and execution of ABE Lease

WHEREAS, the City of Marshall (“City”) has available space in City Hall, including excess office furniture, and equipment to house and accommodate a tenant; and

WHEREAS, Marshall Independent School District 413 (“District 413”) is a Minnesota public school district and has a need to lease space for a community Adult Basic Education (“ABE”) program; and

WHEREAS, the City and District 413 both serve the residents of Marshall and desire to enter into a lease agreement to better serve these residents; and

WHEREAS, some non-essential terms of the agreement are still being negotiated between District 413 and the City;

NOW, THEREFORE BE IT RESOLVED, that the ABE Agreement is accepted.

ALSO, BE IT RESOLVED, that the City Administrator or her delegee is authorized to continue to negotiate terms of the Agreement and that the Mayor is hereby authorized and directed to execute the final Agreement and any negotiated amendments thereto on behalf of the City of Marshall.

Approved by the City Council of the City of Marshall, Minnesota this 27th day of June 2023

City of Marshall, Minnesota

Robert J. Byrnes, Mayor

ATTEST:

Steven Anderson, City Clerk

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|-------------------------------------|---|
| Presenter: | Mayor Byrnes |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | NEW BUSINESS |
| Type: | INFO/ACTION |
| Subject: | Consider Appointments to Various Boards, Commission, Bureaus, and Authorities. |
| Background Information: | <p>Under Chapter 2, Article VI, Section 143 the City Charter states: "Appointments to all boards, commissions, bureaus and authorities shall be by the mayor and shall be confirmed by the council with the exception of the housing and redevelopment authority."</p> <p>Interviews were held prior to the regular city council meeting.</p> |
| Fiscal Impact: | |
| Alternative/ Variations: | |
| Recommendations: | To approve and appoint to the various Boards, Commissions, Bureaus, and Authorities. |



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

Adult Community Center Commission

2 Vacant positions expire 5/31/26.

Airport Commission

2 Vacant position expires 5/31/26.

Cable Commission

2 Vacant positions expire 5/31/25.

2 Vacant positions expire 5/31/26.

2 Vacant position expires 5/31/24.

Community Services Advisory Board

All positions currently filled.

Convention and Visitors Bureau

All positions currently filled.

Diversity, Equity, and Inclusion Commission

3 Vacant positions expire 5/31/26.

Economic Development Authority

All positions currently filled.

Library Board

1 Upcoming position expires 12/31/23.

Marshall Municipal Utilities Commission

All positions currently filled.

MERIT Center Commission

2 Vacant positions expire 12/31/25.

Planning Commission

1 Vacant position expires 5/31/26.

Police Advisory Board

All positions currently filled.

Public Housing Commission

1 Vacant position expires.

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

Mayor & City Council
City of Marshall

CITY OF MARSHALL AGENDA ITEM REPORT

| | |
|---------------------------------|--|
| Presenter: | Mayor Byrnes |
| Meeting Date: | Tuesday, June 27, 2023 |
| Category: | COUNCIL REPORTS |
| Type: | INFO |
| Subject: | Commission/Board Liaison Reports |
| Background Information: | <p>Byrnes - Fire Relief Association and Regional Development Commission</p> <p>Schafer – Airport Commission, Joint LEC Management Committee, MERIT Center Commission, SW Amateur Sports Commission</p> <p>Meister – Adult Community Center, Cable Commission, Economic Development Authority</p> <p>Schroeder – Economic Development Authority, Planning Commission, Public Housing Commission</p> <p>Alcorn – Community Services Advisory Board, MMU Commission</p> <p>Moua-Leske – Convention & Visitors Bureau; Diversity, Equity & Inclusion Commission; Library Board</p> <p>Lozinski – Marshall Area Transit Committee, Joint LEC Management Committee, Police Advisory Board</p> |
| Fiscal Impact: | |
| Alternative/ Variations: | |
| Recommendations: | |

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

Minutes of the Meeting of
April 10th, 2023

Meeting called to Order: 3:30 P.M. by Vice-Chair Rickgarn.

Members Present: Farrell, Rickgarn, Schroeder, Knoben, Knutson
Juarez.

Absent: Reilly, Called In.

MOTION by Knutson, seconded by Knoben, to approve the minutes of the March 13th, 2022 meeting. All voted in favor, Motion passed.

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

Account Receivable/Payable: A One-month report was reviewed; several items were pointed out and discussed to the Board by the Director, including checks from # 021213 to # 021255 in the amount of \$ 55,573.41 Motion by Knutson, second by Knoben, to approve one set of reports.

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

CFP-2021. Waiting for Final paper work.

2022. CFP 22, Bid Advertisement in the Paper on April 6th.

See E-mail on Pre-Bid and Bid Opening Dates and Times.


New Business:

- A. Washer /Dryer Update-payment.
- B. Board Contact Information Sheet.
- C. Information on Main Drain at Parkview, Liner or Replacement.
- D. Letter from Lawyers Office on recovering fees.
- E. Notice of Intent to Vacate, Fees Added to this Form.
- F. Motion by Knutson, second by Rickgarn to approve Resolution # 23-05, PHC Lease. All voted in Favor, Motion passed.
- G. Motion by Knutson, second by Rickgarn to approve Resolution # 23-06, Audited Financial Statement. All voted in Favor, Motion passed.
- H. Real Estate Assessment Center Letter.
- I. Information from Fee Accountant on Audit Report.
- J. CFP Annual Meeting @ 3:30p.m. May 8th, 23.
- K.

Next Meeting: May 8th, 2023 3:30 p.m. Community Room.

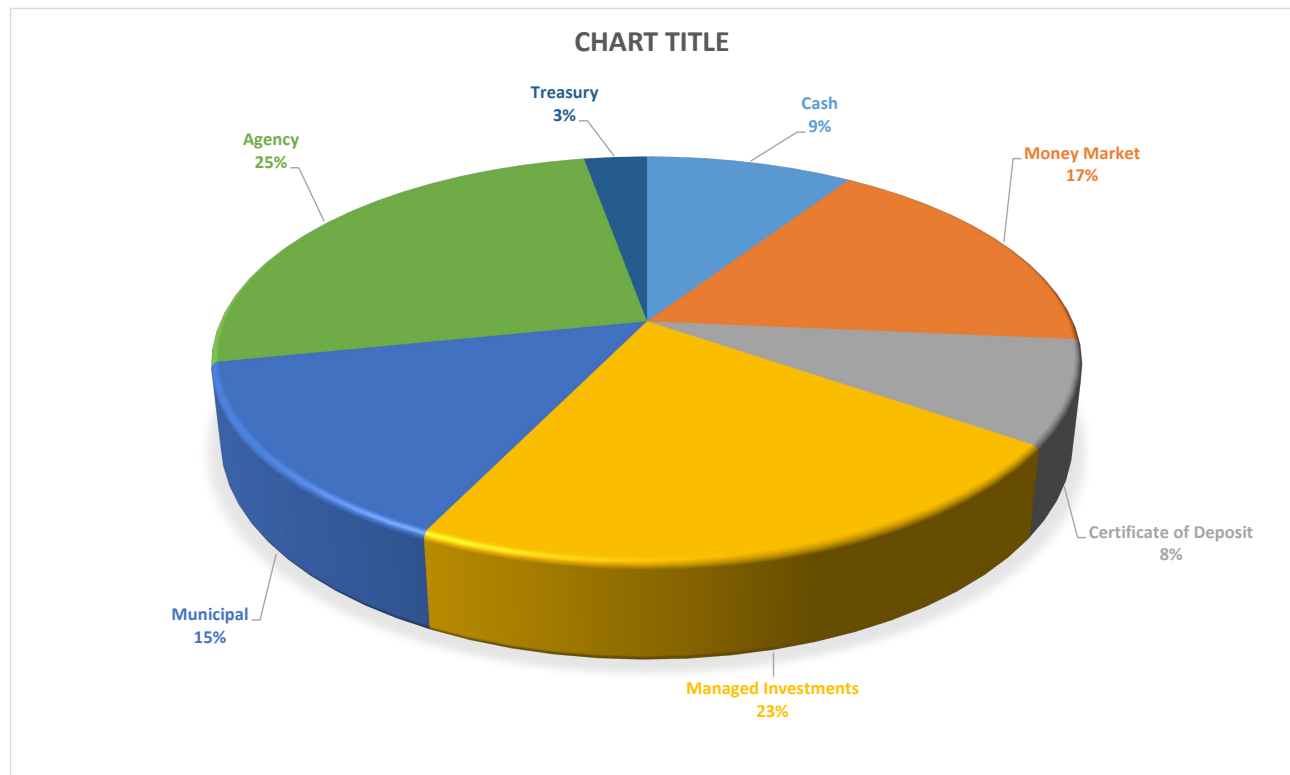
Chairperson Reilly Declared the meeting adjourned at 4:06 p.m.


Mark Farrell, Executive Director

 5-8-23
Board Member

City of Marshall, Minnesota
Cash & Investments
5/31/2023

| | Par | Rate |
|--|----------------------|---------------|
| CASH & INVESTMENTS: | | |
| Checking - Bremer | 3,289,400.97 | 0.00% |
| Money Market - Bremer | 0.00 | 0.00% |
| Money Market - US Bank | 5,497,476.53 | 5.02% |
| Money Market - Wells Fargo | 79,629.66 | 5.04% |
| Money Market - 4M | 559,789.84 | 5.01% |
| Agency - 4M | 3,355,000.00 | 4.33% |
| Certificate of Deposit - Wells Fargo | 1,470,000.00 | 3.11% Average |
| Investment Portfolio - General Fund | 2,617,041.24 | |
| Investment Portfolio - WW/SW Capital Reserve | 3,495,814.86 | |
| Investment Portfolio - Endowment Fund | 1,910,455.81 | |
| Municipal - US Bank | 5,205,000.00 | 2.37% Average |
| Certificate of Deposit - US Bank | 1,470,000.00 | 2.22% Average |
| Agency - US Bank | 5,710,000.00 | 1.04% Average |
| Treasury - US Bank | 1,000,000.00 | 2.35% |
| TOTAL CASH & INVESTMENTS | <u>35,659,608.91</u> | |





MARSHALL

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

| Applicant Name | Location | Description of Work | Valuation | Approved Date. |
|--|--|---|-----------|----------------|
| BISBEE PLUMBING & HEATING | 109 11TH ST S | Plumbing - Water heater | 944.00 | 06/08/2023 |
| BISBEE PLUMBING & HEATING | 1410 COLLEGE DR E | Plumbing - Water heater | 1,200.00 | 06/08/2023 |
| DARREN A & JAMIE R STRUCK | 109 MARLENE ST, 109 MARLENE ST, 109 MARLENE ST | Doors, Re-Siding, Windows | 22,000.00 | 06/16/2023 |
| DAVID F GIRGEN | 704 4TH ST N | Deck | 2,560.00 | 06/13/2023 |
| Doom & Cuypers Construction, Inc. | 1101 WINCHESTER AV | Interior Remodeling - ANY Work Inside, Except Fireplace | 3,573.87 | 06/14/2023 |
| DOROTHY VANDENDRIESSCHE TRUST | 704 NUESE LN | Re-Roofing | 14,330.00 | 06/13/2023 |
| DOUGLAS & LINDA WALLEN | 1215 LYON ST E | Building Addition | 15,840.00 | 06/13/2023 |
| GESKE BUILDING & SUPPLY COMPAN | 213 RAINBOW DR | Windows | 2,100.00 | 06/20/2023 |
| Independent Lumber Co of Marshall | 240 MAIN ST W | Interior Remodeling - ANY Work Inside, Except Fireplace | 5,000.00 | 06/14/2023 |
| INDEPENDENT LUMBER OF MARSHALL | 301 G ST | Deck | 8,000.00 | 06/15/2023 |
| INDEPENDENT LUMBER OF MARSHALL | 301 G ST | Doors | 4,000.00 | 06/14/2023 |
| JONATHAN SCHMUHL | 400 AIRPORT RD | Re-Roofing | 7,200.00 | 06/13/2023 |
| KAUKAUNA OF MINNESOTA LLC | 1406 COLLEGE DR E | Wall Mounted Sign | 7,600.00 | 06/14/2023 |
| ROADSIDE DEVELOPERS INC | 107 CIRCLE DR | HVAC - Air Conditioning | 5,100.00 | 06/12/2023 |
| STEVEN ALEXANDER SCHILLER & SHANNAN MICHELLE SCHILLER JT | 126 LEGION FIELD | Deck | 9,600.00 | 06/12/2023 |
| TENNYSON CONSTRUCTION LLC | 800 2ND ST S | Foundation Repair | 5,480.00 | 06/15/2023 |
| TRAVIS W & AMANDA J RUPP JT | 209 CARROW ST, 209 CARROW ST | Interior Remodeling - ANY Work Inside, Except | 25,000.00 | 06/12/2023 |

| Applicant Name | Location | Description of Work | Valuation | Approved Date. |
|---------------------|---------------------|--------------------------------------|-----------|----------------|
| | | Fireplace, Windows | | |
| WESTERN PRINT GROUP | 321 MAIN ST W | Face Replacement , Wall Mounted Sign | 1,515.00 | 06/12/2023 |
| WESTERN PRINT GROUP | 800 COUNTRY CLUB DR | Wall Mounted Sign | 1,449.00 | 06/12/2023 |

2023 Regular Council Meeting Dates

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

5:30 P.M.

City Hall, 344 West Main Street

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

2023 Uniform Election Dates

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

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

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



Upcoming Meetings

June

- 06/27 Legislative & Ordinance Committee, 12:45 PM, City Hall
 - 06/27 Board & Commission Interviews, 5:00 PM, City Hall
 - 06/27 Regular Meeting, 5:30 PM, City Hall
 - 06/28 Equipment Review Committee, 2:00 PM, City Hall
-

July

- 07/11 Rental Code Ordinance Committee, 12:00 PM, City Hall
- 07/11 Regular Meeting, 5:30 PM, City Hall
- 07/25 Work Session, 4:00 PM, City Hall
- 07/25 Regular Meeting, 5:30 PM, City Hall